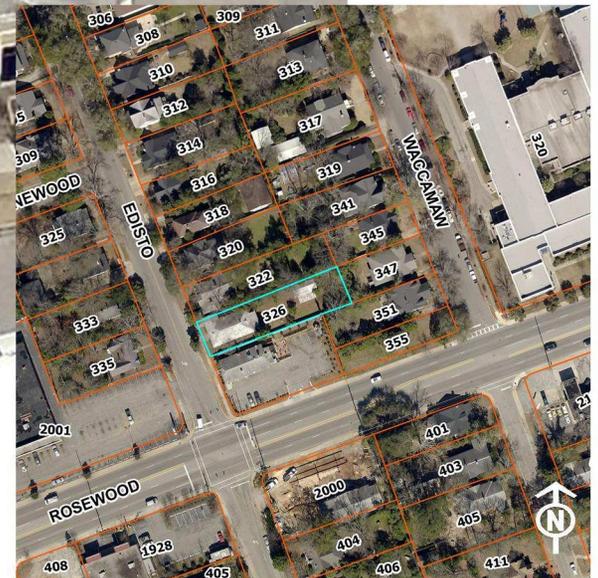




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# D/DRC Case

324 S. Edisto Avenue  
Hollywood-Rose Hill Community Character Area  
TMS: 11309-08-17



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**DESIGN/DEVELOPMENT REVIEW COMMISSION**  
**DESIGN REVIEW DISTRICT**  
**HISTORIC AGENDA**  
**EVALUATION SHEET**  
Case # 5

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**ADDRESS:** 324 S. Edisto Avenue

**APPLICANT:** LHW Property Rentals and Investments, owner

**TAX MAP REFERENCE:** TMS#11309-08-17

**USE OF PROPERTY:** Residential Rental

**REVIEW DISTRICT:** Hollywood-Rose Hill Community Character Area, Permanent

**NATURE OF REQUEST:** Request Certificate of Design Approval for demolition

**FINDINGS/COMMENTS:**

This a ca. 1925 Bungalow style single-family home that is contributing to the Hollywood-Rose Hill Community Character (CC) Area. This type of area is not a historic district, rather it is a zoning overlay that grants review authority to the D/DRC for demolitions and relocations of buildings in order to retain the character of a neighborhood. The character of these areas is the sum of the parts made up by the historic buildings, including their setbacks from the street, their size, proportions or massing, and details. Originally the CC areas were temporary, two-year overlays put in place to allow demolition review of buildings within neighborhoods that were actively seeking designation as a local historic district. Over time, the permanent CC designation was created and several neighborhoods adopted this overlay and never gained status as a historic district. These areas include Shandon, Sherwood Forest, Heathwood and Hollywood-Rose Hill.

This project is different from previous demolition requests presented to the commission within the past year since those requests were for buildings that suffered from deterioration or structural challenges. This building has some minor exterior defects, but the applicant has been offered a contract for \$140,000 for the lot alone, with no buildings on it, by the adjacent property owner, and he would like to take the offer.

The house at 324 S. Edisto Avenue has apparently been a rental for at least two decades, to the same tenants. It is currently being lived in by the tenants. The applicant has plans to relocate the house to a lot outside of the city limits, which is in effect a demolition, as the city will no longer have purview over this building's condition. The original request by the applicant was for demolition of this property and that is the criteria under which this project must be reviewed, as the legally advertised notices were for the demolition request.

**PERTINENT SECTIONS FROM CITY ORDINANCE**

*17-674(e) Criteria for Review of Requests for Demolition Permits*

*The following criteria shall be used as a guideline by the DDRC for review of all requests for demolition permits. The*

*commission may require the applicant to provide certain information dealing with the criteria. The type of information which may be required is detailed in the commission's rules and regulations; however, only that information which is reasonably available to owners may be required.*

*(1) The historic or architectural significance of a building, structure or object;*

Staff has not conducted extensive historic research on this property but a general search through digitized newspaper articles from the past century have not revealed any highly significant person or event here that may have contributed to local history.

Architecturally this has minor significance in this particular neighborhood, due to the high number of architect-designed homes in the Hollywood section and the Aladdin kit homes popular in the Rose Hill section. However, as a vernacular Bungalow it is a good example of its type, maintaining the low-pitched roof, large porch and generous windows that are popular of the style.

*(2) A determination of whether the subject property is capable of earning a reasonable economic return on its value without the demolition, with consideration being given to economic impact to the property owner of the subject property;*

This guideline is not meant to indicate that there is a guarantee of an economic return on a property, but rather to determine if it is capable of earning a reasonable return. Real estate is an investment that is affected by a number of influences, including market conditions, natural disasters, maintenance, or popularity of style.

This is an investment property for the applicant. The lot and the two adjacent lots to the south were originally part of a three-lot purchase in 2008 for \$380,000 by the applicant, according to county tax records. The applicant has stated that he sold the two properties to the south in 2010 for \$433,000. The assessed value for that double lot to the south is currently listed at \$179,600 by the Richland County Tax Assessor. It contains a historic house converted to use as a bar and a paved parking lot. According to the applicant, the bar is planning to expand by creating outdoor seating, which will eliminate a number of parking spaces. The bar owner has offered the applicant \$140,000 for the lot at 324 S. Edisto with no buildings on the lot, so that it can be used as a parking area. Currently the zoning is RG-1, which is residential. Parking lots are not allowed outright on residentially zoned lots. The owner will have to apply to the City for a zoning change or exception to allow a parking area.

It appears plausible that this lot with the historic house still on it could earn a reasonable economic return; it currently has renters and could continue to be rented.

The county tax records have a total assessed value of this property at \$145,100. This value is general, but is a ballpark figure suggesting that the property may be capable of earning a reasonable economic return without the demolition.

*(3) The importance of the building, structure or object to the ambience of a district;*

This part of the neighborhood developed rapidly during the 1920s, with a variety of homes constructed for the growing middle class of working Columbians. This home is a contributor to the early period of development and is important to the ambience due to its integrity. It maintains the general setback, size, massing and rhythm of openings that is

consistently repeated throughout the historic buildings in the district, and retains original windows and wood siding.

*(4) Whether the building, structure or object is one of the last remaining examples of its kind in the neighborhood, the city or the region;*

This is likely not one of the last remaining examples of its kind in the neighborhood, city or region. It is a little unusual in that it features a porte cochere, the predecessor to carports. This feature is found next door on a brick veneered building and again further north on S. Edisto Avenue on a two-story wood-sided building.

*(5) Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;*

There are definite plans for the property. The emptied lot would be paved and used as a parking area for the adjacent restaurant and bar. Current city codes would require a buffer between the lot and the residentially zoned parcels to the north and east, which may result in a 6' tall masonry wall along the property line. This type of wall already exists between this parcel and the parcel to the south where the bar is located, which is currently zoned C-3 for commercial use.

The effect of the plans would be the loss of a building that maintains the setbacks, rhythm and massing of the historic buildings found on the street. The proposed parking lot would create a void in the historic pattern on the street, and would generate a commercial atmosphere further into the residential area. The houses on the east side of South Edisto have largely remained intact, in fact the bar to the south is inside a historic house, but a house that once stood south of the bar has long been gone, replaced by a parking lot. While a parking lot appears appropriate along Rosewood Drive, a mixed area of commercial structures, houses and parking lots, this proposal would introduce a non-historic element into the historically residential street. The residential character of the street would be altered by the proposed demolition and the paving of the lot.

*(6) The existing structural condition, history of maintenance and use of the property, whether it endangers public safety, and whether the city is requiring its demolition;*

The building is sound; there are people living in the building and the owner has not indicated that there are any structural deficiencies with the house. City code officials spoke with the owner about the roof which appears to be in bad condition, but the owner indicated it was not leaking. The only outstanding issue from the city's code enforcement at this time appears to be peeling paint, which is leaving bare wood on the siding. Untreated wood has to have a protective treatment, such as paint, under the property maintenance code adopted by the City. When planning staff visited the property the owner pointed out some areas of decay in some isolated locations in the eaves and on the porch floor and columns, but it appears rather minor.

*(7) Whether the building or structure is able to be relocated, and whether a site for relocation is available; and*

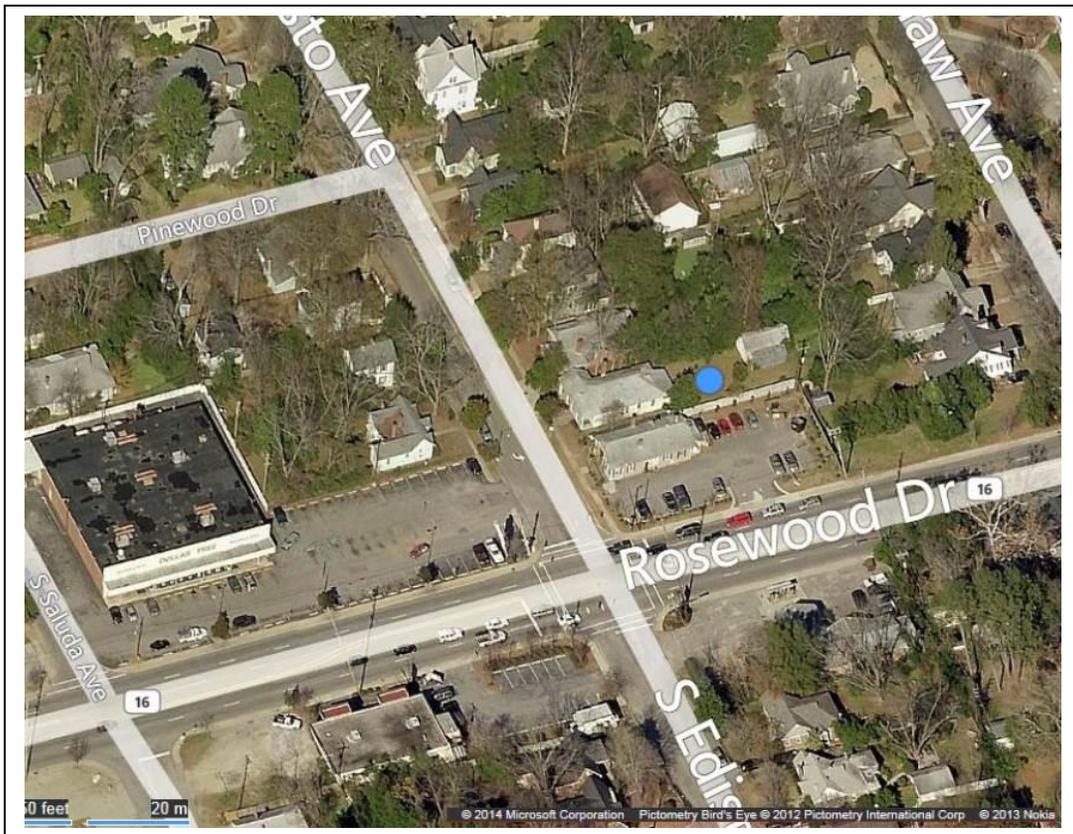
The main part of the building is able to be relocated, without its roof and its front porch and porte cochere. The owner has a lot outside of the city limits off of Bluff Road that he would use as the new location. The roof would have to be removed so that the house can go underneath power lines along the route.

(8) Whether the building or structure is under orders from the city to be demolished, and this criterion shall be given more significance than the criteria mentioned in subsections (1) through (7) of this subsection.

The building is not under orders from the city to be demolished.

**STAFF RECOMMENDATIONS:**

Staff finds that according to the criteria listed in Section 17-674(e) of the City Code of Ordinances that the property contributes to ambience of the Hollywood-Rose Hill Community Character Area, has the ability to provide a reasonable economic return, is in relatively sound condition as evidenced by its continued habitation, is not under orders from the City to be demolished, and that the proposed project would negatively affect the character of this area. Staff recommends denial of the request.



Blue dot indicates location of 324 S. Edisto Ave.  
Bar and parking lot to the south are shown.



**Current Images by Staff**





Image above shows some damage and repairs to porch columns and floor



Current image showing masonry wall to buffer residential and commercial properties



Bar and lot to south



House to the north



Parking lot across Edisto Avenue



View to north along east side of S. Edisto Avenue



House across the street



Houses across the street

**REAL ESTATE PURCHASE CONTRACT**  
(RESIDENTIAL)

STATE OF SC  
COUNTY OF RICHLAND

1. **PARTIES:** An Offer to purchase is written this \_\_\_\_\_ day of \_\_\_\_\_ by LHW PROPERTY RENTALS & INVESTMENTS LLC. (Seller(s)), which agrees to sell and convey to JAMES F. KIRKHAM (Purchaser(s)), and Purchaser agrees to buy from Seller the Property described below.

2. **PROPERTY:** Purchase agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any located in RICHLAND County, State of S.C. and being described as follows:

a) Land: Address: 324 S. E. 51st Ave. City Columbia SC Zip 29205 or more specifically described as:  
TMS# 11309-08-17 Subdivision \_\_\_\_\_  
or as described in the attached exhibit.

(b) **Improvements:** The house, ~~garage~~ and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, ~~vanities~~, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

(c) **Accessories:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, ~~blinds~~, window shades, ~~draperies~~ and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

(d) **Exclusions:** The following improvements and accessories will be retained by Seller and excluded: House and Garage.

The land, improvements and accessories are collectively referred to as the "Property".

3. **PURCHASE PRICE:** The Total Price shall be \$ 140,000.00 payable as follows:  
Earnest money: (Receipt of which is hereby acknowledged) \$ 5000.00  
Cash or certified funds due at closing: \$ 135,000.00

4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: [Check applicable items below.]

- \_\_\_\_\_ (a) **Third Party Financing:** One or more third party mortgage loans in the total amount of \$ \_\_\_\_\_ . If the Property does not satisfy the lenders' underwriting requirements for the loan(s), this contract will terminate and the earnest money will be refunded to Purchaser. [Check one item only:]
  - \_\_\_\_\_ (1) This contract is subject to Purchaser being approved for the financing described in the attached *Third Party Financing Condition Addendum*.
  - \_\_\_\_\_ (2) This contract is not subject to Purchaser being approved for financing and does not involve FHA or VA financing.
- \_\_\_\_\_ (b) **Assumption:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached *Loan Assumption Addendum*.
- \_\_\_\_\_ (c) **Seller Financing:** A promissory note from Purchaser to Seller of \$ \_\_\_\_\_ bearing \_\_\_\_\_ % interest per annum, secured by [choose the appropriate instrument authorized within the state:] \_\_\_\_\_ mortgage, or \_\_\_\_\_ vendor's and deed of trust liens, and containing the terms and conditions described in the attached *Seller Financing Addendum*. If an owner policy of title insurance is furnished, Purchaser shall furnish Seller with a mortgagee policy of title insurance.

5. **TITLE INSURANCE:** Seller agrees to furnish to Purchaser a standard form title insurance commitment, issued by a company qualified to insure titles in S.C. [state], in the amount of the purchase price, insuring the mortgagee against loss on account of any defect or encumbrance in the title, unless herein excepted; otherwise, the earnest money shall be refunded. Said property is sold and is

to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and subject to present zoning classification.

**6. PRORATIONS & HAZARD INSURANCE:** The taxes, as determined on the date of closing, are to be prorated between Seller and Purchaser as of the date of delivery of the deed. Seller shall keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered. If the property is destroyed or materially damaged between the date hereof and the closing and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling the contract and receiving back the earnest money, or accepting the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

**7. CLOSING COSTS & DATE:** The sale shall be closed and the deed delivered within sixty (60) days from the execution of this Agreement by all parties, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. The Seller agrees to pay the cost of deed preparation and a mortgagee's title insurance policy, all other closing costs shall be paid by Purchaser. Purchaser agrees to allow Seller to remain in possession of said property subject to separate terms of a month to month lease agreement to be executed at closing for a lease period not to extend beyond \_\_\_\_\_ [insert month/day/year].

**8. CONVEYANCE:** Seller agrees to convey a good merchantable title and General Warranty Deed of said property insuring that property is free of all encumbrances, except as hereinabove set out and Seller and Purchaser agree that any encumbrances shall be paid in full at the time of closing from sales proceeds.

**9. CONDITION OF PROPERTY:** (a) *General Provisions and Obligations of Parties:* Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condition at the time of closing. It shall be the responsibility of Purchaser, at Purchaser's expense, to satisfy himself/herself that all conditions of this contract are satisfied before closing. Said sale is contingent upon a satisfactory inspection of the property to be completed and reported to Seller prior to or on \_\_\_\_\_, 20\_\_\_\_. Said contract shall only be renegotiable upon a major defect with an individual repair cost in excess of \$500.00. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of Purchaser and shall be deemed purchased AS-IS. (b) *Lender Required Repairs and Treatments:* Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Purchaser. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Purchaser may terminate this contract and the earnest money will be refunded to Purchaser. (c) *Completion of Repairs and Treatments:* Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Purchaser's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Purchaser at Purchaser's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Purchaser may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments. (d) *Environmental Matters:* Purchaser is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Purchaser's intended use of the Property. If Purchaser is concerned about these matters, an addendum required by the parties should be used.

**10. SELLER'S WARRANTIES:** Seller warrants that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements or alterations to said premises that have not been satisfactorily made. These warranties shall survive the delivery of the above deed.

**11. EARNEST MONEY:** The Earnest Money as paid by Purchaser as set forth in Paragraph 3 hereof shall be deposited by Seller only upon the execution of this contract. The Earnest Money shall be nonrefundable to Purchaser except for the occurrences of Paragraphs 5, 6, or 12.

**12. DEFAULT:** If Purchaser fails to comply with this contract, Purchaser will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs, Purchaser may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Purchaser may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**13. MEDIATION:** Any dispute between Purchaser and Seller related to this contract that is not resolved through informal discussion [choose one:] \_\_\_\_\_ will \_\_\_\_\_ will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs

equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**14. SURVIVAL OF CONTRACT:** All terms, conditions and warranties not performed at the time of delivery of the deed shall survive such delivery.

**15. COMMISSION FEES:** Purchaser and Seller agree that said contract was negotiated at arms length without assistance of any real estate agents or brokers and that no such fees shall be paid by either party in connection with this contract or sale.

**16. ADDITIONAL PROVISIONS:** Any additional Provisions set forth on the reverse side, initialed by all parties, are hereby made a part of this contract and this contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

**17. SUCCESSORS AND ASSIGNS:** This contract shall be binding upon any heirs, successors and assigns of Seller or Purchaser.

**18. REVOCATION OF OFFER BY PURCHASER:** This contract has been first executed by Purchaser and if not accepted by all parties by noon on JAN 12, 2014, this offer shall be void.

**19. DISCLOSURES:** HOUSE AND GARAGE TO BE MOVED OFF OF PROPERTY BEFORE CLOSING. BUYER BUYING LAND ONLY.

[The Seller should note any disclosures about the property that may be required under Federal or state law. Consult an attorney if uncertainty exists as to which disclosures may be required.]

PURCHASER:

12/12/13  
Date

James F. Kirkham  
[purchaser's signature above/printed name below]

JAMES F. KIRKHAM  
[purchaser's signature above/printed name below]

SELLER:

12/12/13  
Date

LHW Property Rentals LLC  
[seller's signature above/printed name below]

L.H. Wallace  
[seller's signature above/printed name below]