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July 30, 2020

VIA E-MAIL AND FIRST-CLASS MAIL

Folly Beach Planning Commission
City of Folly Beach
P.O. Box 48
Folly Beach, SC 29439
apope@cityoffollybeach.com

Re: City of Folly Beach Proposed Lot Merger Ordinance Amendment

My brother Frank and I are the owners of the two houses and the lots at 1681 East Ashley Avenue. A little history of our ownership provides useful context to understand our comments. We are not speculators or off-island house flippers. Although not having our primary residences on the island, we do believe we are members of the wider Folly Beach community. Frank authored “The Humors of Folly Beach,” a book of photos of the island speaking to its unique character. We are not new to the island.

Forty years ago, following the death of our father, our mother, planning her retirement from teaching, bought the original house and the lots at 1681 E. Ashley Avenue. She decided to live on Folly on the advice of her foster brother, the late Homer Wood, a colorful beach contractor well known to most older folks living in Folly. The modest house was built on pilings salvaged from the fire-destroyed Folly Pier. It had no phone, no TV, and no air conditioner. She spent much of her retirement days working on the house, grounds, and the dune.

Frank and I received the home and the lots from our mother’s estate following her death. Although our primary residences are far from Folly, (Frank in El Paso, Texas; and I, in Alexandria, Virginia) we continued to regularly come and spend time on the island with family and friends. In 2006, Frank was contacted by individuals seeking to purchase the properties. I was very surprised because it was not on the market. We contacted Fred Holland Realty, which provided the explanation—our house was built on multiple lots like the houses on each side of our house. The older homes on each side had been torn down and had two new homes built on their lots. A number of other owners on the oceanside east of the wash had also followed this pattern. Although we repaired the damages done to our house by Hurricane Hugo, our house was clearly a candidate for tear down in these circumstances.

We love Folly and did not want to leave. We thought that if our neighbors and/or other off-island investors could tear down and build two new houses, we could too. The lots on our neighbors’ properties were essentially identical to ours. We were not moving into virgin

territory. We hired a homebuilder who was a resident of Folly and a James Island designer. The plan was to build two new houses and immediately sell one to pay for most of the construction costs. We hired locally to assure familiarity with local beach issues. Our builder crossed the t's and dotted the i's. The City approved every detail of the project. Approved permits can be found in the City's records. The houses were built exactly as mandated by code, law, and regulations. There were no objections from the City nor anyone else to this project.

Our construction project went exactly as planned, and two lovely new houses were built. However, the plan to sell one of the houses did not. Bad timing in spades, the houses were completed while the real estate market collapsed into the Great Recession of 2007-2009. In 2007, there was no way to sell either house, so we continued to jointly own the properties. At the direction of the City, we built a sea wall jointly with our front beach neighbors. A single continuous sea wall made sense since the houses are identically located on the beach front. Eventually, the real estate market rebounded and offers were available for us to sell but we decided to continue renting and vacationing at the houses instead. Then last year, after we had listed the houses for sale and were in process of receiving an offer to purchase one of the lots, out of the blue, the City told us we cannot sell since we jointly own both houses and the lots. We cannot understand why our joint ownership should be treated differently than our neighbors' individual ownership. That differential treatment is the reason why we are in court. Why has the City refused to grandfather our properties in under its amended ordinance? This proposed ordinance can only be viewed as an attempt to alter history and justify your taking of the properties.

What other explanation could there be for this proposed ordinance? Our houses, their size and location, are no different than the adjoining lots on each side. Frankly, many other houses and lots on the ocean side of East Ashley are situated essentially identically. Yet, for some unexplained reason, the City is not proposing to erase their lot lines.

The ordinance is essentially an effort to rewrite history. Our joint ownership provides no rational basis by which we should be treated differently than our neighbors.

Sincerely,

A handwritten signature in cursive script that reads "E. Mark Braden".

Mark Braden

cc: Frank Braden