

23-2900

STATE OF SOUTH CAROLINA

CIVIL CASE NUMBER

COUNTY OF CHARLESTON

IN THE MAGISTRATE'S COURT

NORTH CHARLESTON SEWER DISTRICT COMMISSION,

Plaintiff,

vs.

JOSEPH JEROME and RHONDA JEROME,

Defendants.

APPLICATION FOR EJECTMENT (Eviction)

SCCA 732

LJS/9:19 AM
FILED IN CHARLESTON COUNTY
JUL 14 2023
North Area 3 Magistrate's Court

I, Timothy J.W. Muller, being first duly sworn, depose and say as follows: I am a resident of the State of South Carolina, over the age of eighteen, and under no legal disability. This Affidavit is made upon personal knowledge of the facts stated herein.

[1] I am an attorney for the Plaintiff, North Charleston Sewer District Commission ("Plaintiff"), and I am authorized to make this statement.

[2] Plaintiff is the owner of certain property within the jurisdiction of the Charleston County Magistrate's Court, which is located at 7225 Stall Road, North Charleston, South Carolina 29406, more particularly described or identified as Charleston County Tax Map System Number 478-01-00-013 (the "Property").

[3] I further state that, with regard to the Property, a licensor-licensee relationship exists between North Charleston Sewer District Commission and Defendants Joseph Jerome and Rhonda Jerome ("Defendants") over a certain portion of the Property occupied by Defendant's mobile home, as evidenced by the Right to Occupy, General Release and Hold Harmless Agreement ("Agreement") dated and executed by Defendants on October 17, 2012, attached hereto as "Exhibit A" and incorporated herein by reference.

[4] Grounds for this ejectment is that the term of the revocable license or right of occupancy in the Property has ended. *See* S.C. Code Ann. § 27-37-10 (A).

[5] Pursuant to the Agreement, the Defendants' right of occupancy in the portion of the Property occupied by Defendant's mobile home is a revocable license, as there is no definite term in the Agreement or exclusive leasehold interest granted to Defendants in Plaintiff's Property. The terms of the Agreement provide that Plaintiff may, at its sole discretion, require Defendants to vacate the Property through the issuance of written notice to Defendants. The Agreement further provides that upon receipt of the Plaintiff's notice to vacate, Defendants agree to vacate, remove their mobile home and possessions from the Property, and restore the Property to its original condition at no cost to the Plaintiff within thirty (30) days from receipt of such notice ("Notice").

[6] On or about May 11, 2023, Plaintiff sent Notice to Defendants via [certified mail and hand delivery] requesting Defendants vacate within forty-five (45) days from receipt of the letter, or June 25, 2023. A copy of the Notice is attached hereto as "**Exhibit B**" and incorporated herein by reference.

[7] On or about May 22, 2023, Plaintiffs received a letter from counsel for Defendants, dated May 14, 2023, responding to the Notice and subsequently demanding additional time to vacate the Property.

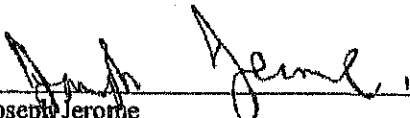
[8] On May 24, 2023, Counsel for Plaintiffs offered Defendants a good faith extension to vacate until sixty (60) days from receipt of the Notice, or July 10, 2023. A copy of the extension letter, dated May 24, 2023, is attached hereto as "**Exhibit C**" and incorporated herein by reference.

[9] Defendants have since refused to vacate the Property despite being provided with valid Notice to do so pursuant to the Agreement.

and possessions from the Property, and restore the Property to its original condition at no cost to the District within thirty (30) days from receipt of such notice.

This agreement shall also bind Requestor's heirs, assigns, administrators, executors, or any other person or entity having standing to bring a legal claim on behalf of Requestors.

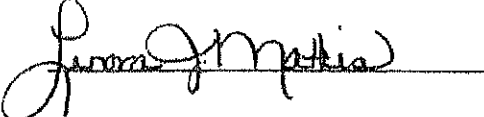
Executed this 17th day of October, 2012

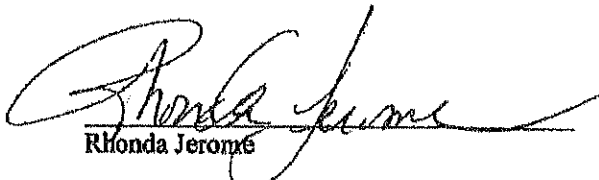


Joseph Jerome

WITNESS:

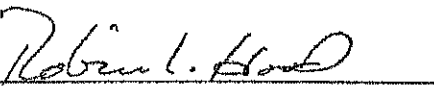


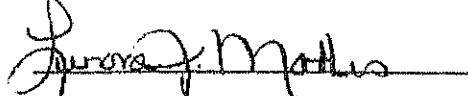




Rhonda Jerome

WITNESS:





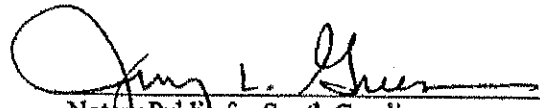
STATE OF SOUTH CAROLINA

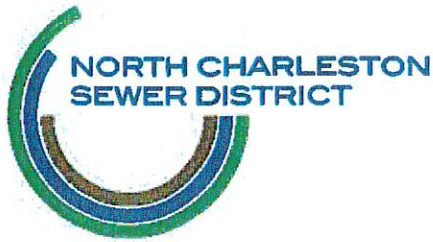
COUNTY OF CHARLESTON

)
) **ACKNOWLEDGMENT**
)

I, Jimmy L. GREEN, Notary Public for South Carolina, do hereby certify that JOSEPH JEROME and RHONDA JEROME, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 17 day of October, 2012.


Notary Public for South Carolina
My commission expires: 5/25/2015



Safeguarding today, preserving tomorrow

7225 Stall Road /P.O. Box 63009 North Charleston, SC 29419 843.764.3072

May 11, 2023

VIA CERTIFIED MAIL & HAND DELIVERY

Joseph and Rhonda Jerome
7225 Stall Road
North Charleston, SC 29406

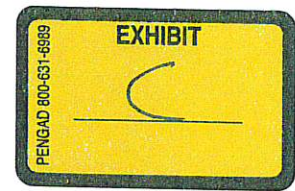
Dear Mr. and Mrs. Jerome,

I serve as Executive Director for the North Charleston Sewer District (the "District"). The purpose of this letter is to inform you that the District is terminating your right to occupy the District's property located at 7225 Stall Road, North Charleston, South Carolina ("Property"). This letter shall also serve as the District's notice to vacate the Property within forty-five (45) days from your receipt of the letter. The District's determination to terminate your occupancy was adopted by majority vote at the District Commission meeting held on May 8, 2023. As you may recall, your right to occupy the Property was pursuant to an agreement signed on October 17, 2012 ("Agreement"). The Agreement provides that you understood that the District may, at its sole discretion, require you to vacate the Property through the issuance of written notice, and that upon such notice, you agreed to vacate, remove the mobile home and possessions from the Property, and restore the Property to its original condition at no cost to the District within thirty (30) days from receipt of such notice. The District has agreed to extend the vacate time to forty-five (45) days from receipt of the letter and if your mobile home is not able to be removed due to age or condition, the District will coordinate the demolition. On behalf of the District, I appreciate your compliance with this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jarred Jones".

Jarred Jones
Executive Director
North Charleston Sewer District



ROSEN | HAGOOD

Timothy J.W. Muller
tmuller@rosenhagood.com

May 24, 2023

VIA US MAIL & E-MAIL (tgoldstein@cobblaw.net)

Mr. Thomas R. Goldstein
Belk, Cobb, Infinger & Goldstein, P.A.
P.O. Box 71121
Charleston, SC
29415-1121

Re: **Joseph and Rhonda Jerome**

Dear Mr. Goldstein:

As you are aware, our firm serves as general counsel to the North Charleston Sewer District Commission (the "District"). This correspondence is in response to our phone call and your letter dated May 14, 2023, concerning the District's letter and notice to vacate District-owned property issued to Joseph and Rhonda Jerome (collectively "Jeromes") on May 11, 2023. The District's letter and notice to vacate has directed that the Jeromes vacate the property within forty-five (45) days from receipt of the letter, or June 25, 2023. It is my understanding from our discussion that the Jeromes are seeking additional time to relocate their mobile home from the District's property. I have addressed your request with District and its Commission Chair, and they are willing to extend this deadline to sixty (60) days from the receipt of the letter, or July 10, 2023. This extension is not required but rather a gesture of good faith to facilitate the mobile home's transportation from the property.

On behalf of the District, we dispute the factual assertions and legal conclusions provided in your letter dated May 14, 2023. As a preliminary matter, we disagree that the Jeromes have any leasehold interest in the District's property. At most, the Jeromes had a license to occupy a portion of the District's property upon the District's continued consent. You are correct that the Jeromes signed an agreement provided in 2012, but the agreement represented a mandatory indemnity agreement for the Jerome's continued presence on District property and the Jeromes' acknowledgement that they would vacate upon thirty days' notice without further recourse. The Right to Occupy, General Release and Hold Harmless Agreement signed by the Jeromes provides as follows:

[Jermomes] further understand that the District may, at its sole discretion, require [Jermomes] to vacate the Property through the issuance of written notice to [Jermomes]. Upon the receipt of the District's notice to vacate, [Jermomes] agree to vacate, remove their mobile home and possessions from the Property, and

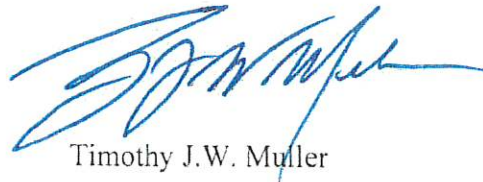
restore the Property to its original condition at no cost to the District within thirty (30) days from receipt of such notice.

Nothing in the Agreement constitutes the creation of a leasehold interest in District property. Further, the need for any security and maintenance checks as described in your letter have long since expired. For many years, the District has had security fencing and video cameras and the described services have not been required or provided to the District by the Jeromes.

Without the existence of a leasehold interest in the District's property, the South Carolina Residential Landlord-Tenant Act is inapplicable.¹ Furthermore, the District disputes that its notice to vacate is in any way retaliatory in nature. The absence of any leasehold interest and the Jeromes' agreement to vacate the property upon thirty days' notice also demonstrates that the Jeromes have no legal basis to assert a claim for inverse condemnation. Finally, we disagree regarding your assertion that any First Amendment violation exists under the circumstances. This matter was properly noticed on the District's agenda and the Jeromes had an opportunity to address the District Commission had the Jeromes chosen to do so.

Please inform the Jeromes that they have been provided with an extension, until July 10, 2023, to relocate their mobile home and vacate the District's property. Should you have any questions or wish to discuss further, please do not hesitate to contact me. I appreciate your clients' attention and anticipated cooperation in this matter.

Sincerely,



Timothy J.W. Muller

cc: Mr. Jarred Jones (via email)

¹ The cited statutory section of Sec. 27-40-910, concerning the prohibition of retaliatory conduct by a residential property landlord, is not relevant here and limited to matters involving a tenant's reporting of an issue involving the premises affecting health and safety or previously noticed complaints to a landlord of violation of the Landlord-Tenant Act. See S.C. Code Ann. § 27-40-910 (a)(1)&(2).