

# **CHESTER COUNTY COUNCIL MEETING**

**R. Carlisle Roddey Government Complex**  
1476 J A Cochran Bypass, Chester, SC  
**Monday, December 7<sup>th</sup>, 2020 at 6:00 PM**

## **AGENDA**

Interim Chairman Dr. Wylie Frederick-Presiding

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
  - a. November 16<sup>th</sup>, 2020 Council minutes.
4. **Citizen Comments**
5. **Ordinances/Resolutions/Proclamations**
  - a. **Proclamation** to honor the service of Tommy Martin.
  - b. **Proclamation** to honor the service of Councilman Alex Oliphant.
6. **Old Business**
  - a. Update regarding the impact fee study- Councilman Jordan and Cole McKinney.
  - b. **1<sup>st</sup> Reading of CCMA20-10:** Beaver Creek LLC (Richard M. Gee) request Tax Map # 079-00-00-021-000, 193 acres located off Dawson Drive Chester, SC 29706, be rezoned from R-2 (Rural Two) to PD (Planned Development) *Planning Commission voted 6-1 to approve.*
  - c. **1<sup>st</sup> Reading of CCMA20-11:** Richard Colt Gregory request Tax Map # 104-00-00-119-000 located at 3036 Fishing Creek Church Rd., (Chester County) Rock Hill SC 29730, be rezoned from R2 (Rural Two) to LC (Limited Commercial) *Planning Commission voted 7-0 to approve with a reverter clause: If repairs or maintenance are not being performed the use would be reverted back to R2 Rural Two zoning.*
  - d. Update on Heart & Soul and their support of the Fort Lawn Economic Development Strategic Plan and to recommend the formation of the Chester County Collaborative for the purpose to align economic and community development strategies across the county. -Mick Harrington.
  - e. Update on derelict houses, vehicles and litter-Councilman Oliphant.
  - f. Update on Palmetto Pride-Councilman Oliphant.
7. **New Business**
  - a. Approval of the 2021 County Council and CCTC meeting dates.
  - b. Discuss the closure of YMCA. Interim Chairman Dr. Wylie Frederick.
8. **Boards and Commissions**
  - a. Appointment to the Ad-hoc committee for Burnt House Meeting Cemetery.
9. **Executive Session**
  - a. Receive legal advice regarding project 2034.-Attorney Winters.
  - b. Receive legal advice regarding project 2038.-Attorney Winters.

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- c. Receive legal advice regarding project 2062. Attorney Winters.
- d. Receive legal advice regarding IBHS-Attorney Winters.
- e. Receive legal update on existing County litigation. -Attorney Winters.

**10. Council Actions Following Executive Session**

- a. Action taken regarding legal advice for project 2034.
- b. Action taken regarding legal advice for project 2038.
- c. Action taken regarding legal advice for project 2062.
- d. Action taken regarding legal advice for IBHS.
- e. Action taken regarding legal update on existing County litigation.

**11. Council Comments**

**12. Adjourn**

**Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.**

**\*\*\*PUBLIC NOTICE\*\*\***

**Any citizen who wishes to make a public comment at the County Council meetings can do so in the following ways:**

1. You may submit your comments in writing to the County Council by emailing Karen Lee, [klee@chestercounty.org](mailto:klee@chestercounty.org).
2. You may submit your comments by mail: Chester County Clerk to Council, Karen Lee, PO Box 580, Chester, SC 29706.
3. Anyone who wishes to appear in person before Council must register with the Chester County Clerk to Council by phone 803-377-7852 or by email at [klee@chestercounty.org](mailto:klee@chestercounty.org) **no later than 10:00 am on the day of the Council meeting**. Such appearance will be limited to one (1) person to be permitted to enter the building while maintaining social distancing. The Clerk will confirm the appointment back to the requestor. A County employee will be on hand to open the back door of the Government Complex at the registered time. The individual may appear before Council for no more than three (3) minutes and will be required to leave the building immediately following their address to Council. Groups of presenters will not be permitted at this time, nor will individuals who have not registered by the deadline. All rules of social distancing as recommended by the CDC and the etiquette procedures of the County Council must be followed. Chester County Council remains committed and receptive to the comments of the citizens of Chester County and while the Council does not like these restrictions, they are being done in the interest of everyone's health.

**Guidelines for Addressing Council**

**Citizens Comments:**

- Each citizen will be limited to three minutes

**Public Hearings:**

- Each speaker will be limited to a three-minute presentation

**When introduced:**

- Approach the podium, state your name and address
- Speak loudly and clearly making sure that the microphone is not obstructed
- Do not address the audience – direct all comments to Council
- Do not approach the Council table unless directed

**Anyone addressing Council will be called out of order if you:**

- Use profanity
- Stray from the subject
- Make comments personally attacking an individual member of Council

# CHESTER COUNTY COUNCIL MEETING MINUTES

**R. Carlisle Roddey Government Complex**  
1476 J A Cochran Bypass, Chester, SC  
**Monday, November 16<sup>th</sup>, 2020 at 6:00 PM**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Alex Oliphant, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters.

1. **Call to Order-**Interim Chairman Dr. Frederick called the meeting to order. He asked for a motion to remove agenda item 7.g. Councilwoman Guy motioned to remove, second by Vice Chairman Branham. Councilman Wilson asked to keep it on the agenda for questions. Vice Chairman Branham withdrew his second, Councilwoman Guy withdrew her motion. Interim Chairman Dr. Frederick asked for a motion to accept the agenda, Vice Chairman Branham motioned to accept the agenda, second by Councilwoman Guy. Vote 6-0 to approve.
2. **Pledge of Allegiance and Invocation-** Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
  - a. **November 2<sup>nd</sup>, 2020 Council minutes.**  
Councilman Jordan motioned to approve, second by Councilman Vaughn. Vote 6-0 to approve.
4. **Citizen Comments**

Roxanne James of 3007 Steele Village Dr, Rock Hill SC said it was time for Chester County Council to choose tourism and recreation.
5. **Public Hearing-** Interim Chairman Dr. Frederick open the public hearing and stated on one signed up to speak.
  - a. **3<sup>rd</sup> Reading of Ordinance 2020-34** An ordinance to create an AD Hoc committee for Burnt House Meeting Cemetery advisory committee and adopt its enabling act.
  - b. **3<sup>rd</sup> Reading of Ordinance 2020-32** An ordinance to amend Chester County ordinance No. 2020-16 the 2020-2021 Chester County budget ordinance in certain limited particulars only. *Unfreeze certain positions.*

Interim Chairman Dr. Frederick closed the public hearing.
6. **Ordinances/Resolutions/Proclamations**
  - a. **3<sup>rd</sup> Reading of Ordinance 2020-34** An ordinance to create an AD Hoc committee for Burnt House Meeting Cemetery advisory committee and adopt its enabling act.  
Councilman Oliphant motioned to approve, second by Councilman Vaughn. Vote 6-0 to approve.
  - b. **3<sup>rd</sup> Reading of Ordinance 2020-32** An ordinance to amend Chester County ordinance No. 2020-16 the 2020-2021 Chester County budget ordinance in certain limited particulars only. *Unfreeze certain positions.*  
Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.
  - c. **Declaration 2020-5** A Declaration of a Continued State of Emergency for Chester County.  
Councilwoman Guy motioned to extend the state of emergency until January 19<sup>th</sup>, 2021, second by Councilman Jordan. Vote 6-0 to approve.

**d. Resolution 2020-26 Declaring the Results of the 2020 Capital Projects Sales and Use Tax Referendum; And Other Related Matters. Vice Chairman Branham motioned to approve, second by Councilman Wilson. Vote 6-0 to approve.**

## **7. Old Business**

**a. Update regarding widening Murdock Road- Vice Chairman Branham.**

Vice Chairman Branham motioned to add Murdock Road to the existing CCTC road list, second by Councilwoman Guy. Vote 6-0 to approve.

**b. Council to consider to temporally close or repair Deer Branch Road– Councilman Vaughn.**

Council asked County Attorney Winters to obtain information to see if Deer Branch Road could be closed and bring it back to a future meeting.

**c. Update on funding and planning for the new animal shelter-Councilman Wilson.**

Interim Chairman Dr. Frederick gave an update after visiting other county animal shelters that ranged in the amount of 3.3 million dollars which exceeded 1.3 million dollars the county currently has. There could be alternative funding revenues to make it happen, he looked at their policies, handbooks and leadership and stated the facility should be able to accommodate our goals. He knows this has been discussed for a long time and it needs to move forward but wants to have a good animal shelter.

**d. Update on Pinckney Road & Eureka Community Project and derelict houses and vehicles in**

**Chester County. Councilman Oliphant.** Councilman Oliphant thanked Planning Director Mike Levister for the list he provided showing how many properties had been identified by RCI to be abated. He asked if Council could receive a spreadsheet on a regular basis showing what the issue was with the property along with the address and what the status is. It was discussed to have IT Director David Schuelke create a form where citizens can click the link on the website to make complaints about litter, derelict houses and vehicles. Councilman Wilson suggested waiting until the next meeting to give Dr. Frederick time to talk to his staff in order to put a plan together so Council could be on board as well.

**e. Information regarding Palmetto Pride- Councilman Oliphant.**

Mallory Coffey from Palmetto Pride gave a presentation as to how Chester County could receive grant money to help keep the county clean.

**f. Private organizations raising money for County Projects-Councilman Oliphant.**

Councilman Oliphant stated procedures needed to be worked out in order for private organizations to raise money for county projects so they would know the steps they have to take to eliminate any confusing. Interim Chairman Dr. Frederick stated they were working on procedures to make that happen and hoped to have it in place by January of next year.

**g. Update on plans for a spec building and grant from SC Commerce to support a spec building.**

**-Economic Developer Robert Long.** Mr. Long stated GITI had offered around twenty acres in the past and currently there were waiting on a survey to be completed, once that's done, he would come back with more information on that tract to see if Council wants to receive the site for the spec building. Attorney Winters said a secondary site was identified as well and wouldn't be as problematic or as expensive since the first site was landlocked. Also, Council was never presented any information on the second site, it would be helpful for them to know where the second site is and have more information presented to Council moving forward. Mr. Long said there could be a better option they were still in the evaluation process and would keep Council updated.

**h. October Litter report and Litter/Nuisance Abatement Report-Interim Chairman Dr. Frederick.**

Interim Chairman Dr. Frederick stated 535 bags of trash were picked up in October.



## 8. New Business

**a. Approval of bid for Rodman Grading-Soccer fields in the amount of \$148,509.00-Procurement Director Susan Cok.** Councilman Jordan motioned to approve, second by Councilman Oliphant. Vote 6-0 to approve.

**b. PARD grant monies for parks. – Moral Wellness Director Anthony Worthy.**

Mr. Worthy stated the money would be used to put down mulch on all the parks, add a fence at the Gayle park and add new grill bottoms. The total cost was \$31,415, the PARD grant would cover \$ 25,132 leaving the County to pay only \$ 6,283.00. Councilwoman Guy motioned to allow Moral Wellness Director Anthony Worthy to apply for the grant, second by Vice Chairman Branham. Vote 6-0 to approve.

## 9. Boards and Commissions

**a. Appointments to the Ad-Hoc committee for Burnt House Meeting Cemetery.**

Councilman Oliphant motioned to appoint Gloria Kellarhals, second by Councilman Wilson. Vote 6-0 to approve.

Councilman Oliphant motioned to appoint Roxann James, second by Councilman Wilson. Vote 6-0 to approve.

Councilman Jordan motioned to appoint Harry Fudge, second by Councilman Oliphant. Vote 6-0 to approve.

**10. Executive Session-**Councilman Oliphant motioned to go to Executive Session, second by Councilman Jordan. Vote 6-0 to approve.

**a.** To receive legal advice regarding a potential economic development matter. -Attorney Winters

**b.** To discuss economic development project 2024. - Attorney Winters.

**c.** To discuss economic development project 2026.- Attorney Winters

**d.** To discuss economic development project 2038-Attorney Winters

**11. Council Actions Following Executive Session-**Councilman Oliphant motioned to go back to Regular Session, Second by Councilwoman Guy. Vote 6-0 to approve.

**a.** Action taken regarding legal advice for a potential economic development matter. Taken as information.

**b.** Action taken regarding economic development project 2024. Taken as information.

**c.** Action taken regarding economic development project 2026. Taken as information.

**d.** Action taken regarding economic development project 2038. Taken as information.

**12. Council Comments-**No comments.

**13. Adjourn-**Councilman Vaughn motioned to adjourn, second by Councilman Wilson. Vote 6-0 to approve.

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Karen Lee, Clerk to Council

Time: 9:15 PM

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

**Chester County Planning Commission Minutes**  
**6:30 pm on Tuesday, November 10, 2020**

**CCMA20-10: Beaver Creek LLC (Richard M. Gee) request Tax Map # 079-00-00-021-000, 193 acres located off Dawson Drive Chester, SC 29706, be rezoned from R-2 (Rural Two) to PD (Planned Development)** Susan Rosenblatt said Mr. Gee could not be here and she would be speaking on his behalf. Mrs. Rosenblatt said she was the land development manager for Beaver Creek and wants to make this property a Manufacture Home Park. Chairman Raines asked if they had developed properties like this before, Mrs. Rosenblatt said she usually does townhomes and single family, but this would be the first brand new mobile home park with new homes. It is a different project but with the same process. Beaver Creek does have publicly mobile home parks and she has representatives and engineers present if the commissioners have any questions for them. They purchased the old B & D Mobile Home park here in Chester, they have resurfaced the roads, added landscaping, put up new signs and bringing the park up to be a nicer place to live in.

Chairman Raines said was any of the other parks they have in the magnitude of 700 units they want to do on this property. Mrs. Rosenblatt stated no, the biggest one had a couple of hundred that they purchased that was already built. Commissioner Raines said a document sent to Planning Director Mike Levister from Allison Love, from DOT showed recommendations about the sketch plan intersection and traffic impacts. Mrs. Rosenblatt said they knew a traffic impact study would be required so they met with her to get her thoughts and to understand the traffic counts before school went out for the holidays and to get an idea of what they were looking for. Ms. Love gave them some general recommendations.

Commissioner Grant asked who their targeted audience for the manufactured home park will be. Mrs. Rosenblatt said people who may not be able to own a \$250,000 dollar home but could own a \$100,000 dollar home. Commissioner Grant said so the owner owns the manufactured home, or will they rent the home? Mrs. Rosenblatt said they will own the home but pay lot rent. Michael Enise, President of Manufacturing Properties said they own twenty mobile home communities across the Carolinas. The purpose is to provide affordable housing in this area since currently there isn't any for the working class. Chairman Raines said so all these properties none of them are rental properties, they would own the home and pay lot rent. Mr. Enise said that was correct. Commissioner Grant asked if they would institute the restrictions that were in their packet. Mrs. Rosenblatt said they do institute covenant restrictions which are implemented in the lease agreement if it is lot rent only or if it is a home they own. If you don't follow X, Y and Z they can be removed from the property, Commissioner Grant said he would want restrictions, three strikes and you're out and would hold them to it.

Mrs. Rosenblatt said the County zoning for a PD required two parking spaces and they are planning for three, street parking would not be allowed. Mr. Enise said the restrictions you have are for townhomes, but they could provide the rules and regulations for mobile home communities that are different. Chairman Raines asked who would maintain the property, if he was to put a manufactured home on the lot and lease the lot from you who maintains everything. Mr. Enise said his company would take care of it and would have an onsite manager from nine to five to enforce the rules and take care of any work orders or site issues just like a residential development. Anything after hours residents will have phone numbers to contact in case of emergencies after hours.

Commissioner Howell said the road they were proposing was not to SCDOT standards using a center drain so if they leave in the future the maintenance on the roads would be put on the County. Mrs. Rosenblatt said if they were to sell the property it would sell with the same conditions the County requires. Commissioner Howell pointed out there were not sidewalk or utilities listed on the drawings presented.

Al Walters with Campco Engineering said the plan identified a 50 foot right of way on the roadways, with all the utilities located within that zone. Your concern is having the right of ways for maintenance utilities they would all fall within that. Commissioner Howell asked what procedure was there when a tenant moved out and asked if it qualified for section eight housing. Mrs. Rosenblatt said the mobile home stays, if the owner decided they want to move they cannot take the mobile home with them they would have to sell it to someone else but the mobile home stays. Mr. Enise said as of now they were not planning to do section eight but that could change. Commissioner Howell asked if a firetruck could turnaround on the cul-de-sac, Mr. Walters said it met the subdivision standards with a forty-foot radius and fifty-foot radius right of way. Commissioner Howell said if you leave the frame from under the mobile home, it is taxed as a mobile home, but if you



remove the frame it's taxed as a manufactured home. Mrs. Rosenblatt said their plan was not to do a permanent foundation but would use Hardee board, they plan to cut the front chassis off so the home cannot be pulled off the lot.

Planning Director Mike Levister said he didn't know how much taxes would be, he asked Mrs. Rosenblatt if he owned a mobile home and moved it to your park and then decided to move it out can he move it out. Mr. Enise said no, for this development it has to be a brand-new mobile home that they are ordering and that is why they wouldn't have that issue. Once they are on the lot they stay, the owner has the option to sell it to someone else just like selling a house. Chairman Raines said when you get through with phase one and you have a hundred mobile homes setting on the lot ready to be bought you are going to lease the property. Mr. Enise said that was correct, when you place your mobile home on their lot you cannot remove it, you would have to sell it. If someone owns their mobile home, they can move it, but he would have to replace with another mobile home.

County Attorney Winters asked what the relationship between the person would be living there and him. Mr. Enise said they're just paying lot rent if they are buying the home therefore, they would be no relationship. Mr. Levister said the way he was understanding it was two different options they would provide a mobile home that would be rented threw there company or you could lease a lot and move your own mobile home there as long as it is brand new and meets there guidelines and requirements. They would repair the ones they own only and not the others that doesn't belong to them.

Commissioner Grant said once the utilities are put in place there was a plug on the mobile home and breaker box and stays there so you would not have to go back to fix it unless there was a problem with it. Commissioner Howell said since they would not be moving the mobile homes in and out that wouldn't be a problem, his other concern was the road with the center drain.

Commissioner Grant said the mobile home parks here now are not clean parks, he doesn't want this to become another eyesore. Mrs. Rosenblatt said she agreed one hundred percent she wanted it to be a nice place to live where kids could ride their bikes and have playgrounds, walking paths in the woods, soccer fields and places they can throw a football. She said their goal was to provide homeownership, that is there goal to give people that sense of home ownership. Mr. Enise said they have twenty other communities where they went in and paved the roads, painted the homes and kicked out the bad apples. They run background and credit checks to make sure they are bringing people in who will be contributing to society and not those trying to take advantage.

Mrs. Rosenblatt said they were maintaining fifty-foot buffer by leaving the trees around the community with the exception of the side next to the old Mesco building which is industrial. She said the name of the park would be Brainerd Place, Commissioner Hill asked how she came up with that name. Mrs. Rosenblatt said she was born and raised here and knows the history of Chester and how special the name is.

Jerry Robertson, 122 Sunset Drive spoke in favor of the rezoning, he said the last forty years he was a businessman in Chester and in the last ten years he has been a real estate agent here. From his standpoint the number one issue here is the lack of housing, the primary commerce is provided by people that make less than \$20 an hour and doesn't allow them to buy stick-built homes. What this program does is give people very adequate housing in a very nice community at a price they can afford. He thinks the only way to grow the population in this county is to bring more affordable housing in and this project would be beneficial to Chester County. No one spoke against the request. Commissioner Grant motioned to approve, second by Commissioner Hill. Vote 6-0 to approve. Commissioner Howell opposed.

### **Comments/Discussion**

Chairman Raines stated to staff Commissioner Williams would not be at December or January meetings, this would be her official notification.

### **Adjourn**

Chairman Raines motioned to adjourn, second by Commissioner Grant. Vote 7-0 to adjourn.

**Time:** 7:40 PM





**Chester County, South Carolina**  
 Department of Planning, Building & Zoning  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 11/10/2020 Case # CCMA20-10 Invoice # 311

The applicant hereby requests that the property described to be rezoned from R-2 to PD

Please give your reason for this rezoning request:

Develop Manufactured Home Park and associated convenience store and mini storage facility.

*Copy of plat must be presented with the application request*

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: \_\_\_\_\_

Property Address Information

Property address: Dawson Drive  
 Tax Map Number: 079-00-00-021-000 Acres: 193

Any structures on the property: yes \_\_\_\_\_ no X. If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): Beaver Creek LLC (Richard M. Gee)  
 Address: 136 Main Street, Pineville, NC 28134  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

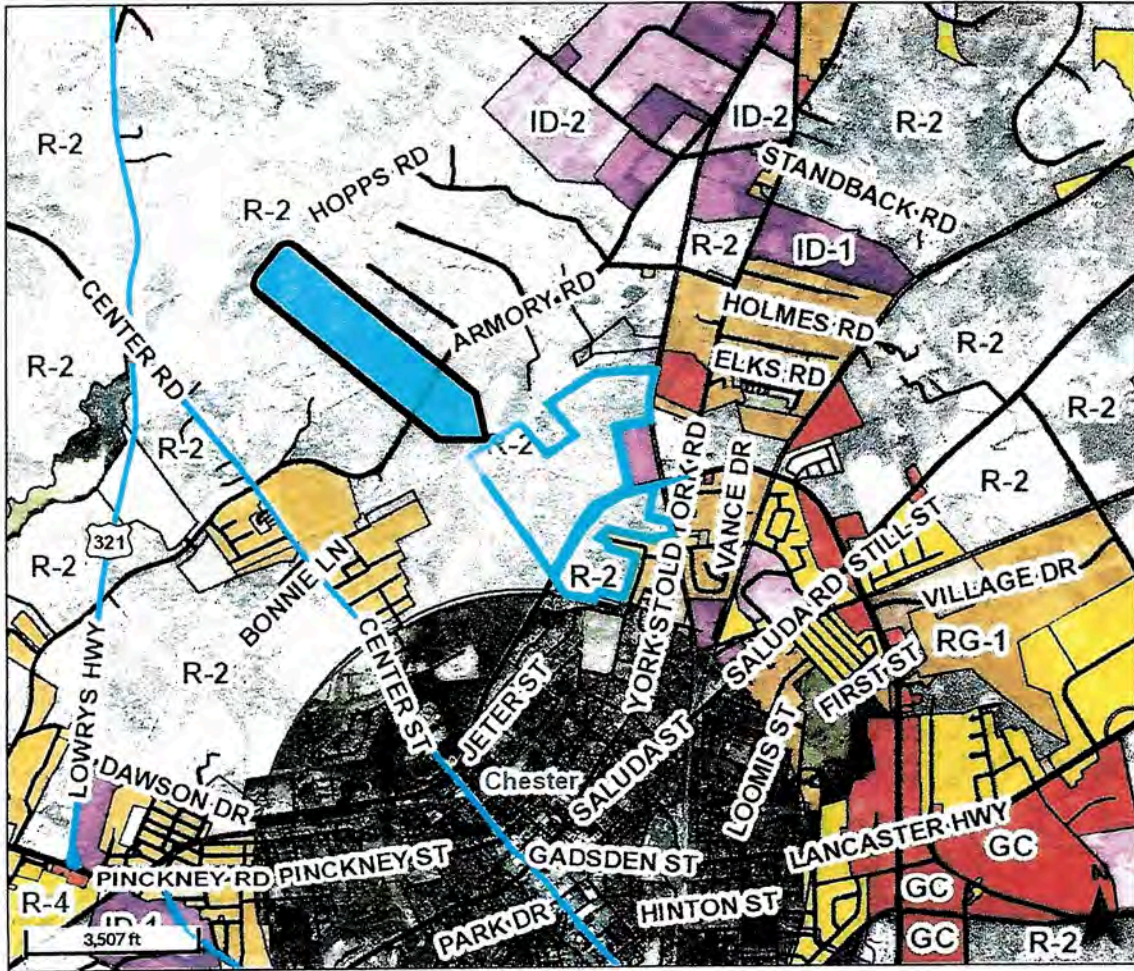
Owner(s) if other than applicant(s): Land Development Corporation of Chester (John D. Sherer, President)  
 Address: 2003 Lancaster Hwy., Chester, SC 29706  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: John D. Sherer Date: 10-1-2020  
 Applicant signature: [Signature] Date: 10-1-2020

**CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.**





Overview



Legend

- Roads**
- Secondary Road
  - SC Highway
  - Municipals
  - Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
  - County Boundary

Parcel ID 079-00-00-021-000  
 Sec/Twp/Rng n/a  
 Property Address

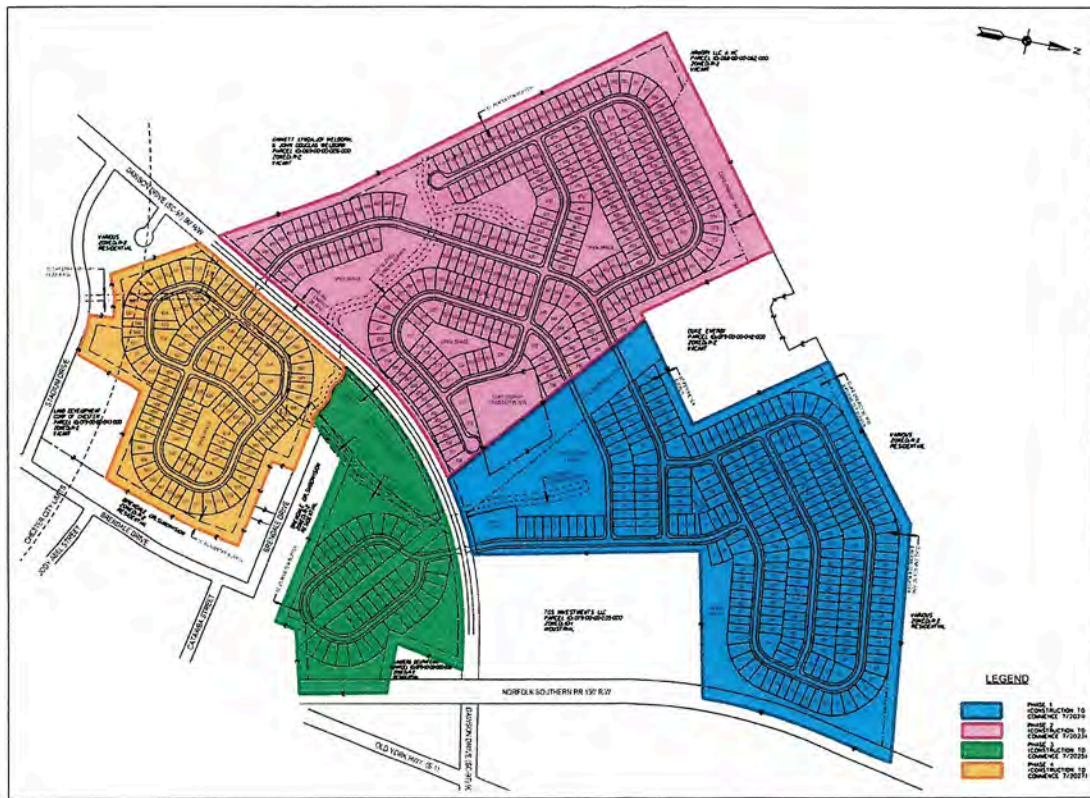
Alternate ID n/a  
 Class AC  
 Acreage 193

Owner Address LAND DEV CORP OF CHESTER  
 % JOHN SHERER  
 2003 LANCASTER HWY  
 CHESTER SC 29706

District 02  
 Brief Tax Description BY PASS  
 (Note: Not to be used on legal documents)

Date created: 11/10/2020  
 Last Data Uploaded: 11/10/2020 2:12:17 AM

Developed by  Schneider  
 GEOSPATIAL



I HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE INFORMATION CONTAINED ON THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE RECORDS OF THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE RECORDS OF THE APPROPRIATE AGENCIES.



**BRAINARD PLACE**  
 100 WESTWYCK LANE  
 DALLAS, TEXAS 75243

**PHASING PLAN**

NO.	DATE	DESCRIPTION

CE-9793  
 ISSUED 09-18-2020  
 CAD FILE: PHASING PLAN  
 SCALE: N/A

**C1.1**

**LEGEND**

- Phase 1 Construction to commence 1/2021
- Phase 2 Construction to commence 1/2021
- Phase 3 Construction to commence 1/2021
- Phase 4 Construction to commence 1/2021



STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

HOME LEASE

This Lease with Option to Purchase ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2019**, ("Effective Date") by and between the below-noted lessor ("Lessor") and the below-noted lessee ("Lessee") (collectively, the "Parties").

Lessor: \_\_\_\_\_  
Lessor's Address (*for payments*): Mobile Home Rentals LLC, P.O. BOX 670 Pineville, NC 28134  
**Home Location Lot Address:** \_\_\_\_\_  
Lessee: (*print all names*) \_\_\_\_\_  
Security Deposit: \$ \_\_\_\_\_  
Monthly Mobile Home Lease Amount: \$ \_\_\_\_\_

- THIS LEASE.** Under this Lease, Lessor hereby lets the Mobile/Manufactured Home listed at the address above to Lessee, and Lessee hereby leases the Mobile/Manufactured Home listed at the address above from Lessor, in accordance with the terms and conditions herein provided. Further, under this Lease, Lessee wishes to have an option to purchase the Mobile/Manufactured Home from Lessor, and Lessor hereby grants Lessee an option to purchase the Mobile/Manufactured Home from Lessor, in accordance with the terms and conditions herein provided. Based upon the mutual covenants, promises, and other consideration contained herein, the Parties hereby agree to the below-noted terms of this Lease. Please note that this document may be assigned to any applicable mortgagee.
- HOME RENTAL TERM.** This Lease shall commence on the effective date noted above and on a month-to-month basis thereafter, unless either party gives a thirty (30) days written notice of termination to the other, unless a longer period is required by law. As stated in the attached Lot Lease a (60) day written notice of termination is required for any tenant who owns their own home.
- LEASE PURCHASE OPTION AGREEMENT:** The lease purchase option agreement is a separate contract agreed upon between the Lessor and Lessee as the terms in which the Lessee will own the Mobile/Manufactured Home at the above address at the end of said term. This agreement depicts a set start date, end date, down payment and payment schedule agreed upon by both the Lessor and Lessee. At the end of the contract term if the Lessee fulfills all obligations to this contract the Lessor will grant them the title to the home. The lease purchase option contract does not supersede the lease contract. The Lessee and Lessor are held responsible to all the lease terms mentioned herein.
- SECURITY DEPOSIT.** At the time of execution of this Lease, Lessee will pay to Lessor, a security deposit equal to one (1) month's rent, unless a different amount is noted above. The security deposit will be held, used and refunded in accordance with South Carolina law. The deposit may be applied by Lessor: (1) to remedy Lessee's default in the payment of rent or other funds pursuant to this Lease; (2) to restore the Mobile/Manufactured Home and Premises to its condition at the commencement of this Lease, ordinary wear and tear excepted; (3) to recover expenses incurred in acquiring possession if Lessee acts in bad faith in failing to surrender and vacate the Mobile/Manufactured Home and Premises upon noncompliance with the Lease and notification of such noncompliance; and (4) for such other purposes as may be allowed



by law. Bank name and address where the deposit will be held: **Truist Bank**, 200 South College Street, Charlotte, NC 28202. Lessor may deposit the security deposit in an interest bearing account. Any interest earned shall accrue for the benefit of and shall be paid to the Lessor.

**5. MOBILE HOME LEASE AND PAYMENT TERMS.** The Parties agree as follows:

- a. Lessee agrees to pay Lessor the monthly mobile home lease amount on the first day of each month. Late fees will not be assessed unless full rent is not received at the above-noted address by the 5th day of the month. If any rental payment remains unpaid after the 5th day of the month, then Lessor will, to the fullest extent allowable by South Carolina law, beginning on the following day (i.e., the 6th day of the month), assess a late charge in the amount of 5% of the monthly mobile home lease, which will be added to the rent owed by Lessor and will be considered due immediately. The existence of a late fee is not to be construed by the Lessee as preventing Lessor from pursuing remedies for nonpayment provided elsewhere in this Lease or by the South Carolina Uniform Residential Landlord and Tenant Act (the "Act"). Further, the existence of a late fee is not to be construed by the Lessee as a waiver of the requirement that the rent installments are due on or before the first day of the month.
- b. If the term commences on the first day of the month, a full monthly rent payment is due; if not, the rent payment for any initial, partial month of possession is due pro rata on a per diem basis, according to the actual days of possession, and shall be based on a thirty-day (30) month.
- c. Rent shall not be paid in cash, but, instead, by a certified check, money order, Cashpay card or electronic payment online. All checks and money orders are to be made payable to the individual or entity name noted above as Lessor. For checks that are dishonored or returned due to insufficient funds, Lessee will be charged Lessor's actual costs/fees that Lessor incurred, if any, in connection with the dishonored/returned check, in addition to any applicable late fees for untimely rental payments as provided below.
- d. Additional charges may be levied as specified and provided for elsewhere in this Lease, or in the Community Rules and Regulations, (Exhibit "B" attached hereto and made part hereof)
- e. The Lessor shall have the right to increase the monthly rent, other fees, or charges or make changes to the Community Rules and Regulations provided the Tenant receives thirty (30) days advance written notice of any such increase.
- f. **In the case where a Lessee is in a Lease Purchase Option or owns their home the Lessor has the right to increase monthly Lot Rent with a (60) day written notice.**

**6. UTILITIES.** Under no circumstances shall the Lessee live or otherwise occupy a home or premises prior to the time utilities are connected and inspected, nor after the time utilities have been disconnected for any reason. Lessee hereby acknowledges that Lessor or other person authorized to enter into this Lease on Lessor's behalf has fully explained to Lessee the utility rates, charges and services prior to Lessee's execution of this Lease, other than those utilities for which Lessee directly pays the utility companies. Utilities shall be furnished and paid for by the party indicated on the following chart:

Lessor/Lessee:		Lessor/Lessee:	
Electricity	<u>Lessee</u>	Trash Removal	<u>Lessor</u>
Gas	<u>N/A</u>	Cable	<u>Lessee</u>
Water/Sewer	<u>Lessee</u>	Lawn Maintenance (lot)	<u>Lessee</u>
Lawn Maintenance (common areas)	<u>Lessor</u>		

**7. LESSEE OBLIGATIONS.** Lessee shall comply with the following conditions:

- a. Lessee accepts possession of the (**Rental**) Mobile Home on an "AS IS" basis. Lessee shall maintain the Mobile/Manufactured Home and Premises in the same or substantially same condition as when Lessee took



possession, ordinary wear and tear excepted. This clause does not apply to homes under Lease Purchase Option agreements (See Paragraph c.).

- b. Lessee shall, throughout the term of this lease, use and occupy the (Rental) Mobile Home with reasonable care and shall not permit or allow any waste, destruction or abuse thereof. Unless Lessee exercises its option to purchase the Mobile Home as provided in Article 16 hereof, Lessee agrees to return the Mobile Home to Lessor at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear excepted. This clause does not apply to homes under Lease Purchase Option agreements (See Paragraph c.).
  - c. In partial consideration for Lessee to be obligated to make repairs under the Lease Purchase Option Agreement, Lessor shall provide Lessee(s) a twelve (12) month warranty for those items listed in subparagraph (d) below. After twelve (12) months, Lessee(s) shall be responsible to pay for all maintenance, repairs and replacement of items set forth in subparagraph (d) which includes, and is not limited to, the repair and replacement of any and all equipment, parts and components, including, but not limited to, air conditioning, plumbing and electrical.
  - d. Specific to the Lease Purchase Option agreement, Lessor shall provide a twelve (12) month warranty on for the following items: roof, structure, siding, skirting, air conditioning, plumbing, electrical, water heater, decks, interior and exterior doors and walls, wall coverings, interior and exterior trim, gutters, cabinetry, fixtures, lighting, appliances which include refrigerator and stove, flooring, joists, wall studs, insulation, blocks (that a home is set on), windows, window coverings, skylights, handles, racks, door and window frames, vents, duct work. Thereafter, the Lessee(s) shall also be responsible for all repairs, maintenance and replacement of these items.
  - e. Lessee shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities, and appliances within the Mobile Home.
  - f. Lessee will maintain electrical and water/sewer service to the home.
  - g. Lessee shall comply with all obligations imposed by the city, county, and state codes materially affecting health a safety.
  - h. Lessee shall keep that part of the manufactured home community or mobile home park that the Lessee occupies and uses reasonably clean and safe.
  - i. Lessee shall dispose of all rubbish, garbage, and other waste in a clean and safe manner. If rollout trash service is in place Lessee will comply with roll out trash service terms stated by Lessor.
  - j. Lessee further agrees to maintain the grounds upon which the Mobile Home is located in a neat and orderly condition and shall mow, trim, and fertilize all grasses, shrubs and trees as and when needed.
  - k. Lessee shall act, and require other persons in the Mobile/Manufactured Home and/or the manufactured home community or mobile home park with Lessee's consent to act, in a manner that will not disturb the Lessee's neighbors' peaceful enjoyment of the manufactured home community or mobile home park.
  - l. Lessee shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Mobile/Manufactured Home or anything within the manufactured home community or mobile home park, or knowingly permit any person to do so.
8. **LESSOR OBLIGATIONS.** Lessor agrees to:
- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
  - b. Keep all common areas of the Premises in a clean and safe condition. Lessor, though, shall not be liable for any injury caused by any objects or materials belonging to or which have been placed in the common areas by Lessee.

9. **USE OF MOBILE/MANUFACTURED HOME.** The Mobile/Manufactured Home and Premises shall be used as a personal residence only. No commercial or unlawful use of the Mobile/Manufactured Home or Premises is permitted, nor is any use permitted that will increase the premium for casualty or public liability insurance. "Commercial use," among other things, is defined to include babysitting and/or child care for individuals other than Lessee's immediate family on a regular basis. Further, Lessee shall not undertake any illegal activity, especially the use, transfer, possession, or creation of illegal drugs, in or about the Mobile/Manufactured Home or Premises, and shall not allow such activity in or about the



Mobile/Manufactured Home or Premises. Additional occupants, including boarders, may reside in the manufactured home only with written consent of the Lessor. In no event are guests permitted to stay a combined total of more than six months out of each year.

10. **PERSONAL PROPERTY INSURANCE.** The Lessor is not responsible for, and will not provide, fire or casualty insurance for the Lessee's personal property. If Lessee desires to have insurance providing coverage for Lessee's personal property to be located in the Mobile/Manufactured Home and/or Premises, then it is Lessee's responsibility to obtain and pay for any such desired insurance.
11. **MOBILE HOME INSURANCE.** The Lessor will provide insurance against loss or damage, the amount of which insurance shall not be less than the full replacement cost of the Mobile Home without deduction for depreciation, and which policies of insurance shall contain satisfactory replacement cost endorsements. Insurance, shall provide for payment of loss to Lessor, in which event Lessor shall, upon receipt of such insurance proceeds, be responsible for repairing or replacing the Mobile Home; PROVIDED, HOWEVER, that in repairing or replacing the Mobile Home, Lessor shall not be required to expend funds in excess of the insurance proceeds actually received by Lessor, it being understood and agreed that Lessor shall have no liability with respect to such repairs or replacement of the Mobile Home in excess of such insurance proceeds. Upon execution of the option herein and subsequent purchase and transfer of title to the Mobile Home, the insurance will no longer be provided by the Lessor and will be the sole responsibility of the Lessee. The insurance obligation transfers from the Lessor to the Lessee on the date title transfers.
12. **TAXES.** In addition to Lessee's obligations set forth above, Lessee shall also be responsible for, and agrees to pay, separately to the taxing authority, all personal property taxes relating to his/her/their personal property in or around the Mobile Home, if any. Additionally, Lessee agrees to pay all taxes, no matter how classified, associated with the increase in any tax directly resulting from any improvements done to the Mobile/Manufactured Home by the Lessee; and said tax shall be considered as additional rent and the failure to pay these taxes shall result in default of this Lease.
13. **ASSIGNMENT AND SUBLETTING.** Lessee may not assign Lessee's rights and obligations under this Lease or any interest hereunder, sublet the Mobile/Manufactured Home, or permit the use of the Mobile/Manufactured Home by any party other than Lessee without the prior written consent of Lessor, which consent may be withheld by Lessor for any reason whatsoever.
14. **RULES AND REGULATIONS.** This Lease is subject to those certain Community Rules and Regulations provided by Lessor to Lessee as of the date of execution of this Lease (Exhibit "B"). All provisions in the Community Rules and Regulations are incorporated herein by this reference. Lessee acknowledges receipt of the Rules and Regulations and acknowledges compliance with the terms of this Lease are subject to its compliance with the terms of the Rules and Regulations.
15. **MANAGEMENT.** Lessor hereby designates the individual or company listed on page 1 to manage the Premises on its behalf and act as Lessor's agent in relation to Lessee under this Lease.
16. **DEFAULT AND TERMINATION OF LEASE.** In addition to other remedies provided by law or in equity, and without prejudice thereto:
  - a. If mobile home lease and/or lot rent and/or other sum due and payable under this Lease is unpaid when due, Lessor may terminate this Lease by providing Lessee with a fourteen (14) day notice of non-payment/notice to cure such default and as otherwise provided under the Act.
  - b. This Lease may be terminated by Lessor prior to the end of the term then running if there is a material noncompliance with this Lease and/or incorporated Community Rules and Regulations that is not corrected, and after any notice is provided by Lessee to Lessor, as provided by the Act.



- c. This Lease may be terminated by Lessor prior to the end of the term then running if Lessee has created or maintained a threat constituting a clear and present danger to the health and safety of other Lessees, Lessor, Lessor's employees or agents, or other persons on or within one thousand (1,000) feet of Lessor's property, after the service of a single three (3) days' written notice of termination and notice to quit, unless additional time is required by law, stating the specific activity causing the clear and present danger and as otherwise provided under the Act.
- d. RESIDENT SHALL REMAIN LIABLE FOR ALL THE SUMS OCCURRING PRIOR TO THE TERMINATION OF THE LEASE INCLUDING WITHOUT LIMITATION THE AMOUNT OF ANY UNPAID RENT, ANY DAMAGES AND ALL COSTS AND ATTORNEY FEES INCURRED BY LESSOR IN THE EVENT THE LESSEE DEFAULTS UNDER THE TERMS OF THIS LEASE. Resident Initials \_\_\_\_\_
- e. In the event the Lessor obtains a court order of eviction, any personal property of the Lessee remaining on the premises after the court ordered eviction date shall become the property of the Lessor to sell to satisfy the amounts due under the Lease or to otherwise dispose of as the Lessor sees fit.

17. **SUBORDINATION.** This Lease and all rights of Lessee hereunder shall be subject and subordinate to the lien or any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may hereafter affect Lessor's fee title to the Mobile/Manufactured Home, and to any modifications, renewals, extensions or replacements of all thereof and to any modifications, renewals, extensions, or replacements of any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may now affect Lessor's fee title to the Mobile/Manufactured Home. This clause shall be self-operative and no further instrument of subordination shall be required by any Mortgagee. In confirmation of such subordination, Lessee shall, upon demand, at any time or times execute, acknowledge and deliver to Lessor or its Mortgagee, any and all instruments that may be requested by Lessor or its Mortgagee to evidence the subordination to Lessee's Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof, and each such renewal, modification, consolidation, replacement, and extension. In the event of the default by Lessor and enforcement by Mortgagee of the remedies provided for by law or by any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof between the Lessor and its Mortgagee, the Lessee will, at the option and request of Mortgagee (or any other person or entity succeeding to the interest of Mortgagee) as a result of such enforcement, automatically become the Lessee of Mortgagee (or said successor in interest), without change in the terms or other provisions of the Lease; provided, however, that Mortgagee (and said successor in interest) shall not be bound by any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said Lessee of its obligations under this Lease. Lessee understands and acknowledges that in the event of the default by Lessor, Mortgagee may, at its option, foreclose and exercise a power of sale clause and sell the mobile home community in the manner provided for by law or by any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof.

18. **MOVE-OUT PROVISIONS.** In the event Lessee does not exercise the Option to purchase or this Lease shall terminate for any reason whatsoever, Lessee must restore the Mobile/Manufactured Home to its condition at the commencement of the Lease, ordinary wear and tear excepted. In particular, Lessee shall ensure appliances, carpet, walls, and other fixtures within the Mobile/Manufactured Home are left in substantially the same condition and state of cleanliness as when Lessee took possession of the Mobile/Manufactured Home, ordinary wear and tear excepted. Further, Lessee shall remove all personal property and debris from the Mobile/Manufactured Home prior to vacating. At the end of the Term, Lessor and Lessee will schedule a checkout appointment ("Check Out") at the end of the Term. At Check Out, Lessor and Lessee will inspect the conditions of the Mobile/Manufactured Home, and such inspection will be used for purposes of determining what work, if any, is necessary to restore the Mobile/Manufactured Home to its condition at the commencement of this Lease, ordinary wear and tear excepted. It is further agreed that any and all work performed by, or on behalf of, Lessor on the Mobile/Manufactured Home following Lessee's vacation of the Mobile/Manufactured Home to its condition at the commencement of this Lease, ordinary wear and tear excepted, may be performed by a third party contractor/company or



by Lessor, and Lessee may be liable for Lessor's actual costs incurred in connection with such work if permitted by South Carolina law.

19. **FIXTURES AND IMPROVEMENTS.** Lessee shall surrender to Lessor and leave with the Mobile/Manufactured Home and/or Premises at the termination of this Lease all locks, brackets for curtains, and all other fixtures attached to the doors, windows, woodwork, or other portion(s) of the Mobile/Manufactured Home and/or Premises; as well as all alterations, additions or improvements made to the Mobile/Manufactured Home and/or Premises by Lessee without any payment to Lessee therefor. Lessee shall make no structural alterations to the Mobile/Manufactured Home or Premises without Lessor's prior written consent. This includes erection of storage houses, fences, play structures, or construction of any kind. Upon approval, all additions require a building permit, and must be built to standards mandated by local laws and ordinances. The Lessee must contact the city before making any structural changes (steps, porch, deck, shed, etc.). Lessee is responsible for contacting utility companies to verify the location of any underground utilities, and sketch of the proposed alteration is to clearly and accurately indicate the location of such buried utility lines. All improvements, alterations, anchoring equipment, and utility hookups, with exception of the concrete pads, shall remain the property of the Lessee, unless the Mobile/Manufactured Home is considered real property or would be damaged.
20. **ACCESS.** Lessor shall have the right, subject to Lessee's consent (which consent shall not be unreasonably withheld) and/or with at least 24 hours prior notice given by Lessor, to enter the Mobile/Manufactured Home in order to inspect the Mobile/Manufactured Home, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Mobile/Manufactured Home to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Notwithstanding the foregoing, Lessor may enter the Mobile/Manufactured Home without Lessee's consent in case of emergency and as otherwise provided in the Act. If so requested by Lessor, Lessor and Lessee shall establish a recurring set day and time for Lessor to enter the Mobile/Manufactured Home once per month for the purposes of inspecting the Mobile/Manufactured Home to confirm it is in the condition required under this Lease and to perform repairs or services that are the Lessor's obligation; once established, Lessee agrees that no further notice or consent shall be required for Lessor to enter the Mobile/Manufactured Home on the agreed upon day and time. In all other cases, except in case of emergency or if it's impracticable to do so, Lessor shall give Lessee at least 24 hours' notice of Lessor's intent to enter the Mobile/Manufactured Home and shall enter only at reasonable times.
21. **ABANDONMENT.** Lessee agrees to notify Lessor of any anticipated absence from the Mobile/Manufactured Home or Premises of seven (7) or more consecutive days no later than the first day of such absence. In the event Lessee's absence exceeds seven (7) days, Lessor may enter the Mobile/Manufactured Home at times reasonably necessary. If Lessee is absent or if during any absence of thirty (30) or more consecutive days the rent is or becomes delinquent, the Mobile/Manufactured Home may be deemed abandoned and Lessor may initiate appropriate legal action to regain possession. If the Lessee abandons the dwelling unit, the Lessor shall use reasonable efforts to rerent the Mobile/Manufactured Home at a fair rental. If the Lessor rents the Mobile/Manufactured Home for a term beginning prior to the expiration of the rental agreement, the rental agreement is terminated as of the date of the new tenancy. If the Mobile/Manufactured Home is abandoned during the leased term and personal property remains in the Mobile/Manufactured Home and/or Premises, Lessee agrees that Lessor may remove such personal property from the premises and store the personal possessions and personal effects for not less than thirty (30) days. The Lessee may reclaim the possessions and personal effects from the Landlord within the thirty-day period. If the Lessee does not reclaim the possessions and personal effects within the thirty-day period, the Landlord may sell or otherwise dispose of the Lessee's possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees.
22. **CONDEMNATION.** If the whole or any part of the Mobile/Manufactured Home is condemned or taken by a competent authority for any public or quasi-public use or purpose, this Lease shall terminate on the date of the taking. The Lessee shall not be entitled to any portion of any reward made for such condemnation, unless required under South Carolina law.

23. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease as allowed under South Carolina law.
24. **INTERPRETATION.** Words and phrases in this Lease shall be construed as in the singular or plural number, and as masculine, feminine, or neuter in gender, according to the context. Without limiting the generality of the foregoing, the term Lessee as used in this Lease shall mean and refer to all Lessees jointly and severally who are signatories to this Lease. Headings are for convenience only and are not intended to limit or otherwise restrict the meaning of terms and provisions contained herein. Time is of the essence of this Lease.
25. **ENTIRE AGREEMENT.** This written Lease, including any addendum attached hereto, along with the Community Rules and Regulations, constitutes the entire agreement between the Parties with respect to the subject matters hereof. No statement, representation or promise with reference to this Lease or its execution has been relied upon unless they are expressly stated in writing, signed by all Parties. No change in the terms of this Lease shall be binding upon the Parties unless set forth in writing and signed by the party burdened thereby. This Lease may be executed in multiple counterparts.
26. **COMPLIANCE WITH LAW: PARTIAL INVALIDITY.** Nothing contained in this Lease shall be construed as waiving any of Lessor's or Lessee's non-waivable rights under the law. In all respects, the terms and provisions of this Lease are to be construed to comply with all requirements of the Act and all applicable laws. If any term or provision of this Lease is determined to be invalid pursuant to the Act or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Lease shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Lease or affect the validity or enforceability of any other provision of this Lease. Any term of this Lease that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.
27. **NOTICES.** Any and all notices between Landlord and Resident must be addressed in the following manner:

To Lessor: \_\_\_\_\_  
 c/o Mobile Home Rentals, LLC  
 P.O. Box 670  
 Pineville, NC 28134-0030

To Lessee: \_\_\_\_\_  
 (Lessee Name) (Lot Number) (Address)

**Lessee(s):**

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**Lessor:**

Lessor or its Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_



STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

**COMMUNITY LOT LEASE**

This Mobile Home Lot Lease ("Lease") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, ("Effective Date") by and between the below-noted lessor ("Lessor") and the below-noted lessee ("Lessee") (collectively, the "Parties").

Lessor:

\_\_\_\_\_

Lessor's Address (for payments):

Mobile Home Rentals P.O. BOX 670 Pineville, NC 28134

Home Location Lot Address:

\_\_\_\_\_

Lessee: (print all names)

\_\_\_\_\_

Lot Location: (lot, address)

\_\_\_\_\_

Security Deposit:

\$ \_\_\_\_\_

Monthly Lot Lease Amount:

\$ \_\_\_\_\_

1. **THIS LEASE.** Under this Lease, Lessor hereby lets the LOT listed at the address above to Lessee, and Lessee hereby leases the LOT listed at the address above from Lessor, in accordance with the terms and conditions herein provided. Based upon the mutual covenants, promises, and other consideration contained herein, the Parties hereby agree to the below-noted terms of this Lease. Please note that this document may be assigned to a creditor or lender. Any subsequent assignee or possessor hereof shall take subject to the interests of any assignee or mortgagee.
2. **PROPERTY.** This Lease pertains to the lease of real property, specifically a residential lot for the placement of a manufactured home according to the terms of this Lease. Lessor hereby leases to Lessee the lot number described above, (hereinafter referred to as "Lot") in the, hereinafter referred to as the "Community," in Chester County, South Carolina. At no time, or under any circumstance, will Lessee own the Lot or land.
3. **LOT RENTAL TERM.** This Lease shall commence on the effective dated noted above, and shall continue on a month-to-month basis thereafter, unless either party gives six (60) days written notice of termination to the other.
4. **SECURITY DEPOSIT.** At the time of execution of this Lease, Lessee will pay to Lessor, a security deposit equal to one (1) month's rent, unless a different amount is noted above. The security deposit will be held, used and refunded in accordance with South Carolina law. Lessor may deposit the security deposit in an interest-bearing account. Any interest earned shall accrue for the benefit of and shall be paid to the Lessor. Lessor shall return the security deposit to the Lessee within thirty (30) days of the termination of this Lease unless, the Resident fails to comply with the terms of this Lease or Community Rules and Regulations, in which case the Lessor may apply the security deposit to unpaid rent or to repair damages to the Lessor's property. Bank name and address where the deposit will be held: **Truist Bank**, 200 South College Street, Charlotte, NC 28202.
5. **RENT AND PAYMENT TERMS.**
  - a. Lessee shall pay Lessor a Lot Lease with either a **money order, certified check, Cashpay card, ACH payment** each month, hereinafter, "Lot Lease." Lot Lease is due and payable without notice or demand on the first (1st) day of each month, and must be **RECEIVED** by Lessee at the noted address by such due date no later than the fifth (5th) of each month. An additional late charge in the amount of 5% of the rent payment and shall be due if the total rent is not received by the Lessor by the six (6th) day of the month. **CASH WILL NOT BE ACCEPTED.**
  - b. Additional charges may be levied as specified and provided for elsewhere in this Agreement, or in the Community Rules and Regulations, (executed by the Lessor).



- c. The Lessor shall have the right to increase the monthly rent while Tenant is paying a month-to-month rent, other fees, or charges, and make changes to the Community Rules and Regulations provided the Resident receives thirty (30) days advance written notice of any such increases or amendments.
  - d. Failure to pay any Lot Lease when due, or other sum due and payable under this Agreement and/or the Community Rules and Regulations will result in default.
6. **UTILITIES.** The Lessee is responsible for and shall pay all charges made against the home for water, sewer, electricity, trash or any other utilities. Under no circumstances shall a Lessee live or otherwise occupy a home on premises prior to the time utilities are connected and inspected, nor after the time utilities have been disconnected for any reason.
7. **LESSEE OBLIGATIONS.** Lessee shall comply with the following conditions:
- a. Lessee shall maintain the Premises in the same or substantially same condition as when Lessee took possession, ordinary wear and tear excepted.
  - b. Lessee shall, throughout the term of this lease, not permit or allow any waste, destruction or abuse thereof.
  - c. Throughout the term of this Lease, Lessee shall be responsible for and shall pay for all maintenance and repair to the Lot, except for any damages to the Lot directly caused by Lessor or his agents.
  - d. Lessee shall comply with all obligations imposed by the city, county, and state codes materially affecting health a safety.
  - e. Lessee shall keep that part of the manufactured home community or mobile home park that the Lessee occupies and uses reasonably clean and safe. All Lessees, and occupants, must keep their mobile homes in clean, sanitary, and free of any accumulations of debris, filth, rubbish and garbage, and timely dispose of the same in a legal and proper manner.
  - f. Lessee will Maintain electrical and water/sewer service to the home.
  - g. Lessee shall dispose of all rubbish, garbage, and other waste in a clean and safe manner. If rollout trash service is in place Lessee will comply with roll out trash service terms stated by Lessor.
  - h. Lessee further agrees to maintain the Lot in a neat and orderly condition and shall mow, trim and fertilize all grasses, shrubs and trees as and when needed.
  - i. Lessee shall act, and require other persons in the manufactured home community or mobile home park with Lessee's consent to act, in a manner that will not disturb the Lessee's neighbors' peaceful enjoyment of the manufactured home community or mobile home park.
  - j. Lessee shall not deliberately or negligently destroy, deface, damage, impair or remove anything within the manufactured home community or mobile home park, or knowingly permit any person to do so.
8. **LESSOR OBLIGATIONS.** Lessor agrees to:
- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
  - b. Keep all common areas of the Premises in a clean and safe condition. Lessor, though, shall not be liable for any injury caused by any objects or materials belonging to or which have been placed in the common areas by Lessee.
9. **USE OF MOBILE/MANUFACTURED HOME.** The Mobile/Manufactured Home and Lot shall be used as a personal residence only. No commercial or unlawful use of the Mobile/Manufactured Home or Lot is permitted, nor is any use permitted that will increase the premium for casualty or public liability insurance. "Commercial use," among other things, is defined to include babysitting and/or child care for individuals other than Lessee's immediate family on a regular basis. Further, Lessee shall not undertake any illegal activity, especially the use, transfer, possession, or creation of illegal drugs, in or about the Mobile/Manufactured Home or Premises, and shall not allow such activity in or about the Mobile/Manufactured Home or Premises. Additional occupants, including boarders, may reside in the manufactured home only with written consent of the Lessor. In no event are guests permitted to stay a combined total of more than six months out of each year.



10. **PERSONAL PROPERTY INSURANCE.** The Lessor is not responsible for, and will not provide, fire or casualty insurance for the Lessee's personal property. If Lessee desires to have insurance providing coverage for Lessee's personal property to be located in the Mobile/Manufactured Home and/or Lot, then it is Lessee's responsibility to obtain and pay for any such desired insurance.
11. **MOBILE HOME INSURANCE.** The obligation to continually insure the Mobile/Manufactured Home is on the Lessee. The Lessee shall provide annual proof of insurance against loss or damage, the amount of which insurance shall not be less than the full replacement cost of the Mobile Home without deduction for depreciation, and which policies of insurance shall contain satisfactory replacement cost endorsements.
12. **ASSIGNMENT AND SUBLETTING.** Lessee may not assign Lessee's rights and obligations under this Lease or any interest hereunder without the prior written consent of Lessor, which consent may be withheld by Lessor for any reason whatsoever.
13. **RULES AND REGULATIONS.** This Lease is subject to those certain Community Rules and Regulations provided by Lessor to Lessee as of the date of execution of this Lease (Exhibit "B"). All provisions in the Community Rules and Regulations are incorporated herein by this reference. Lessee acknowledges receipt of the Rules and Regulations and acknowledges compliance with the terms of this Lease are subject to its compliance with the terms of the Rules and Regulations.
14. **MANAGEMENT.** Lessor hereby designates the individual or company listed on page 1 to manage the Premises on its behalf and act as Lessor's agent in relation to Lessee under this Lease.
15. **EVENTS OF DEFAULT.**
  - a. Failure to pay any Lot lease when due, or other sum due and payable under this Lease and/or the Community Rules and Regulations will result in an Event of Default.
  - b. The Community Rules and Regulations are acknowledged by the Lessee. The Community Rules and Regulations, and any future amendments or addendums thereto are expressly made a part of this Lease. Lessee agrees to abide by such Community Rules and Regulations at all times. Failure to abide by the Community Rules and Regulations will result in an Event of Default.
  - c. Failure to maintain electrical and water/sewer service

Upon an Event of Default, Lessor shall have the right to terminate, and cancel the Lease. In an Event of Default, Lessee shall remain liable for all sums occurring prior to the termination of the Lease. Without excluding other rights or remedies that Lessor may have, it shall have an immediate right to repossess the premises and cause Lessee to vacate the premises in the manner provided by law following a 14 day notice to vacate, except as to rent default, which shall be 10 days after notice of failure to pay rent. IF THIS SHOULD OCCUR, LESSEE WILL PAY LESSOR THE EXPENSES INCURRED IN OBTAINING POSSESSION OF THE PREMISES AND COSTS, EXPENSES AND ATTORNEY FEES INCURRED BY LESSOR. In the event the Lessor obtains a court order of eviction, any personal property of the Lessee remaining on the premises after the court ordered eviction date shall become the property of the Lessor to sell to satisfy the amounts due under the Lease or to otherwise dispose of as the Lessor sees fit, provided Lessor shall first comply with any applicable law or time periods. Lessor shall also be entitled to such other recourse as may be provided by law or equity and all other damages sustained by Landlord to the extent permitted by law.

Resident Initials \_\_\_\_\_

16. **OWNERSHIP.** It is the condition of this Lease that the Lessee shall have title to any manufactured home placed on the leased premises. If Lessee cannot provide proof of title to Landlord, they must start the process of receiving a title immediately after signing this Lease. The Lessee will have sixty (60) days to obtain title. Failure to do so will result in default.
17. **SUBORDINATION.** This Lease and all rights of Lessee hereunder shall be subject and subordinate to the lien or any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may hereafter affect Lessor's fee title to the Mobile/Manufactured Home, and to any modifications, renewals,



extensions or replacements of all thereof and to any modifications, renewals, extensions, or replacements of any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may now affect Lessor's fee title to the Mobile/Manufactured Home. This clause shall be self-operative and no further instrument of subordination shall be required by any Mortgagee. In confirmation of such subordination, Lessee shall, upon demand, at any time or times execute, acknowledge and deliver to Lessor or its Mortgagee, any and all instruments that may be requested by Lessor or its Mortgagee to evidence the subordination to Lessee's Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof, and each such renewal, modification, consolidation, replacement, and extension. In the event of the default by Lessor and enforcement by Mortgagee of the remedies provided for by law or by any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof between the Lessor and its Mortgagee, the Lessee will, at the option and request of Mortgagee (or any other person or entity succeeding to the interest of Mortgagee) as a result of such enforcement, automatically become the Lessee of Mortgagee (or said successor in interest), without change in the terms or other provisions of the Lease; provided, however, that Mortgagee (and said successor in interest) shall not be bound by any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said Lessee of its obligations under this Lease. Lessee understands and acknowledges that in the event of the default by Lessor, Mortgagee may, at its option, foreclose and exercise a power of sale clause and sell the mobile home community in the manner provided for by law or by any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof.

**18. MOVE-OUT PROVISIONS/FIRST RIGHT OF REFUSAL.** In the event this Lease shall terminate for any reason whatsoever, Lessee must give a (60) day notice to schedule and obtain approval from the Lessor before any attempt to move the Mobile/Manufactured Home from the Community. A \$1,500.00 security deposit must be paid in advance of the move and any damage caused to the Park by the removal of the Mobile/Manufactured Home from the Park will be deducted from the security deposit with the remainder returned to the Lessee within thirty (30) days. Lessee must restore the Lot to its condition at the commencement of the Lease, ordinary wear and tear excepted. At the end of the Term, Lessor and Lessee will schedule a checkout appointment ("Check Out") at the end of the Term. At Check Out, Lessor and Lessee will inspect the conditions of the Lot, and such inspection will be used for purposes of determining what work, if any, is necessary to restore the Lot to its condition at the commencement of this Lease, ordinary wear and tear excepted. It is further agreed that any and all work performed by, or on behalf of, Lessor on the Lot or Community following Lessee's vacation of the Lot or Community to its condition at the commencement of this Lease, ordinary wear and tear excepted, may be performed by a third party contractor/company or by Lessor, and Lessee may be liable for Lessor's actual costs incurred in connection with such work if permitted by South Carolina law. If Lessee decides to sell the Mobile/Manufactured Home within the next 10 years from the date of signing this Agreement, the Lessor shall have the first right of refusal, or preemptive right, to buy the Property, the subject of this Agreement, on a verifiable, bona fide price the Lessee is willing to accept from an ascertainable third party, or based on fair market value of the Property.

**19. LANDLORDS RIGHT TO APPROVE ADDITIONS.** Lessee shall make NO exterior alteration, additions, or improvements to the home, nor any alterations, additions, or improvements to the Lot without the Lessor's prior written consent. This includes erection of storage houses, fences, play structures, or construction of any kind. Upon approval, all additions require a building permit, and must be built to standards mandated by local laws and ordinances. The Lessee must contact the city before making any structural changes (steps, porch, deck, shed, etc.). Lessee is responsible for contacting utility companies to verify the location of any underground utilities, and sketch of the proposed alteration is to clearly and accurately indicate the location of such buried utility lines. All improvements, alterations, anchoring equipment, and utility hookups, with exception of the concrete pads, shall remain the property of the Lessee.

20. **ACCESS.** Lessor shall have the right, subject to Lessee's consent (which consent shall not be unreasonably withheld) and/or with at least 24 hours prior notice given by Lessor, to enter the Lot in order to inspect the Lot, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Lot to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Notwithstanding the foregoing, Lessor may enter the Lot without Lessee's consent in case of emergency and as otherwise provided in the Act. In all other cases, except in case of emergency or if it's impracticable to do so, Lessor shall give Lessee at least 24 hours' notice of Lessor's intent to enter the Lot and shall enter only at reasonable times.
21. **ABANDONMENT.** Lessee agrees to notify Lessor of any anticipated absence from the Mobile/Manufactured Home or Premises of 15 or more consecutive days no later than the first day of such absence. In the event Lessee's absence exceeds 15 days, Lessor may enter the Mobile/Manufactured Home at times reasonably necessary. If Lessee is absent or if during any absence of thirty (30) or more consecutive days the rent is or becomes delinquent, the Mobile/Manufactured Home may be deemed abandoned and Lessor may initiate appropriate legal action to regain possession of the lot. If the Mobile/Manufactured Home is abandoned during the leased term and personal property remains in the Mobile/Manufactured Home and/or Premises, Lessee agrees that Lessor may remove such personal property from the premises and store the personal possessions and personal effects for not less than thirty (30) days. The Lessee may reclaim the possessions and personal effects from the Landlord within the thirty-day period. If the Lessee does not reclaim the possessions and personal effects within the thirty-day period, the Landlord may sell or otherwise dispose of the Lessee's possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees.
22. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease as allowed under South Carolina law.
23. **INTERPRETATION.** Words and phrases in this Lease shall be construed as in the singular or plural number, and as masculine, feminine, or neuter in gender, according to the context. Without limiting the generality of the foregoing, the term Lessee as used in this Lease shall mean and refer to all Lessees jointly and severally who are signatories to this Lease. Headings are for convenience only and are not intended to limit or otherwise restrict the meaning of terms and provisions contained herein. Time is of the essence of this Lease.
24. **ENTIRE AGREEMENT.** This written Lease, including any addendum attached hereto, along with the Community Rules and Regulations, constitutes the entire agreement between the Parties with respect to the subject matters hereof. No statement, representation or promise with reference to this Lease or its execution has been relied upon unless they are expressly stated in writing, signed by all Parties. No change in the terms of this Lease shall be binding upon the Parties unless set forth in writing and signed by the party burdened thereby. This Lease may be executed in multiple counterparts.
25. **COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Lease shall be construed as waiving any of Lessor's or Lessee's non-waivable rights under the law. In all respects, the terms and provisions of this Lease are to be construed to comply with all requirements of the Act and all applicable laws. If any term or provision of this Lease is determined to be invalid pursuant to the Act or other law, including, but not limited to, the **Manufactured Home Park Tenancy Act** ("MHPTA"), such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Lease shall conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Lease or affect the validity or enforceability of any other provision of this Lease. Any term of this Lease that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

26. **NOTICES.** Any and all notices between Landlord and Resident must be addressed in the following manner:

To Lessor: \_\_\_\_\_  
P.O. Box 670  
Pineville, NC 28134-0030

To Lessee: \_\_\_\_\_  
(Lessee Name)  
\_\_\_\_\_  
(Lot Number) (Address)

27. **OCCUPANTS:** Tenant agrees that no one (including any children) shall reside on the premises other than Tenant, unless such person(s) are approved as Additional Occupants listed below. Any persons not listed as an Additional Occupant may not reside on the premises without prior written approval by Landlord.

**Additional Occupants**

Legal Name	Relationship to Tenant

**Lessee(s):**

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

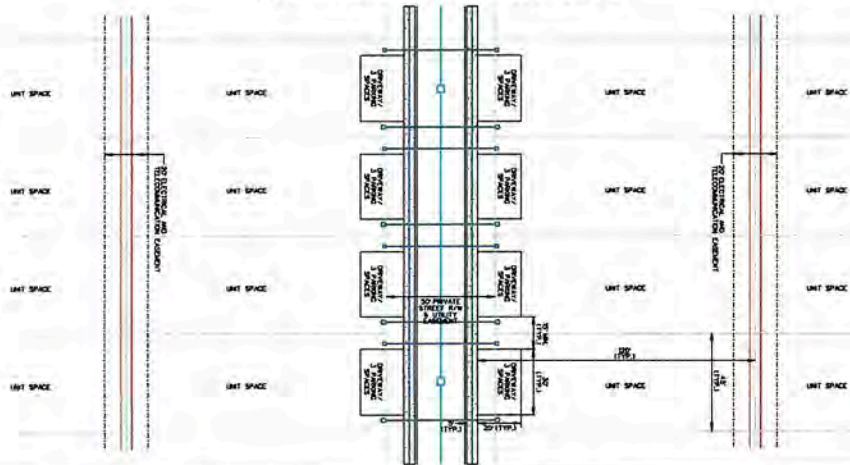
Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**Lessor:**

Lessor or its Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**UTILITY SPACE ALLOCATION PLAN VIEW**



**LEGEND**

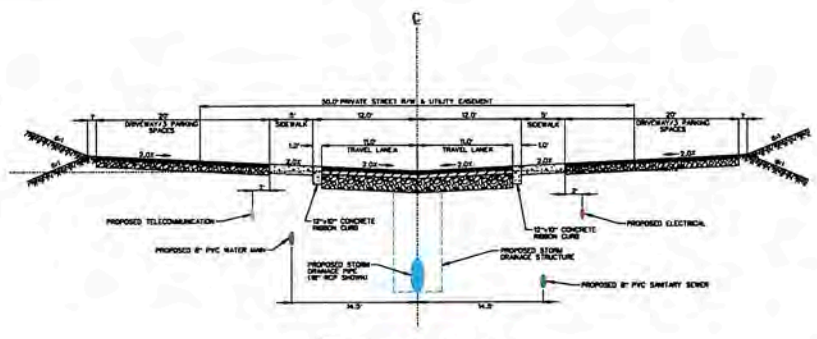
- 12" PVC CONCRETE REBON CURB
- WATER MAIN LINE
- WATER SERVICE W/ METER
- TELECOMMUNICATION LINE
- STORM DRAINAGE LINE & STRUCTURE
- ELECTRICAL LINE
- SANITARY SEWER LINE & STRUCTURE
- SANITARY SEWER SERVICE W/OLEANOUT
- CONCRETE SIDEWALK

SCALE: 1"=20'

**CEI**  
Camco Engineering, Inc.  
Registered Engineers class 1714  
180 CALDWAY AVENUE, ROCKFORD, SC 29385  
PH: 803.337.4444 FAX: 803.337.4444

**BRAINERD PLACE**  
DANBURY DRIVE  
CRENSHAW COUNTY, SOUTH CAROLINA

**STREET & UTILITY SPACE ALLOCATION TYPICAL SECTION**



**LEGEND**

- CONCRETE SIDEWALK
- 12" HOT MIX ASPHALT SURFACE COURSE (SCOOT 370, SPEC. SECTION 403)
- 12" HOT MIX ASPHALT INTERMEDIATE COURSE (SCOOT 370, SPEC. SECTION 402)
- SPAVED APPROPRIATE BANK COURSE (SCOOT 370, SPEC. SECTION 303)

SCALE: 1"=10'-0"

PROVISIONS

UTILITY SPACE ALLOCATION PLAN

FOR INFORMATION ONLY  
11-30-2020

CD: BTB      SHELBY 10-20-2020  
SCALE: 1"=20'      CMO PR: E/08/2020

**C1.2**



**Chester County Planning Commission**  
**6:30 pm on Tuesday, November 10, 2020**

**Minutes**

The November 10<sup>th</sup>, 2020 meeting of the Chester County Planning Commission was held at 6:30 pm at The Government Complex Center located at 1476 JA Cochran Bypass, Chester, SC.

**Notice of Meeting:** Public Notices providing time, date, and place for this meeting were posted in the Chester County Government Complex, Chester County Court House, and published in the October 21<sup>st</sup>, 2020 Chester News & Reporter. The property was posted on October 19<sup>th</sup>, 2020.

**Quorum Established:** Chairman Raines, Vice Chairman Smith, Commissioner Hill, Commissioner Grant, Commissioner Howell, Commissioner Williams were present. Commissioner Walley was present by Zoom. *The rules of procedure section 2-60 had been suspended by Chester County Council thus allowing Commissioner Walley to participate by zoom.*

**Staff:** Mike Levister.

**County Attorney:** Attorney Winters was present.

**Clerk to Council:** Karen Lee was present.

**Call to Order:** Chairman Raines called the meeting to order.

**Approval of Agenda**

Commissioner Smith motioned to approve the agenda, second by Commissioner Hill. Vote 7-0 to approve.

**Approval of Minutes from October 20, 2020 Meeting.**

Chairman Raines motioned to approve, second by Commissioner Grant. Vote 5-0 to approve.

Commissioner Williams and Walley was not present for the October 20<sup>th</sup> meeting and didn't vote.

**Chester County Zoning Ordinance**

**CCMA20-11: Richard Colt Gregory request Tax Map # 104-00-00-119-000 located at 3036 Fishing Creek Church Rd., (Chester County) Rock Hill SC 29730, be rezoned from R2 (Rural Two) to LC (Limited Commercial)** Richard Colt Gregory, 3036 Fishing Creek Church Road said he wanted to get his federal firearms license but needed the property rezoned to limited commercial in order to get them. This would be the most basic license that he had trained for in order to be a gun smith. He told the Commission there would be no gun sales of any kind, if approved would use the current structure on the property. He has a full-time job but will work on firearms when he is off, he would like to keep his skills sharp. Commissioner Howell said your instructors that taught you gave you high recommendations and you need to be commended for that. He asked David Gregory, the owner and father if he would have problem putting a reverter clause on the zoning so if his son decided to stop being a gunsmith or moves to another location the property would revert back to R2 zoning. Mr. Gregory said no that would be fine with him. Attorney Arthur Gaston spoke in favor of the request, no one spoke against. Commissioner Smith motioned to approve with a reverter clause stating if the Gregory's are not repairing or performing maintenance on firearms it reverts back to R2 Rural Two from LC Limited Commercial, second by Commissioner Howell. Vote 7-0 to approve.



**Chester County, South Carolina**  
 Department of Planning, Building & Zoning  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: Nov. 10, 2020 Case # CCMA20-11 Invoice # 3114

The applicant hereby requests that the property described to be rezoned from R-2 to LC-Limited Commercial

Please give your reason for this rezoning request:

To establish gun repair and maintenance shop in accessory building by son of property owner. Son, Richard Colt Gregory, is a resident in home and has extensive training in gunsmith repair and maintenance and rebuilding of firearms. No retail sales. All operations will be indoors.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 811490 attached.

76992102 attached.

Property Address Information

Property address: 3036 Fishing Creek Church Road, (Chester County) Rock Hill, SC 29730  
 Tax Map Number: 104-00-00-119-000 Acres:                     

ATB

Any structures on the property: yes  no . If you checked yes, draw locations of structures on plat or blank paper. See attached aerial map of property and photos. Accessory building marked in red.

PLEASE PRINT:

Applicant(s): Richard Colt Gregory (DOB 5/11/1998)  
 Address 3036 Fishing Creek Church Road, Rock Hill SC 29730  
 Telephone: (803) 222-2255 cell (803) 222-2255 work                       
 E-Mail Address:                     

Applicant                       
 Owner(s) ~~of the property~~ David Richard Gregory (father of Applicant)  
 Address: 3036 Fishing Creek Church Road, Rock Hill, SC 29730  
 Telephone:                       
 E-Mail Address:                     

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Applicant  
 Owner's signature: *Paul Matt Gray* Date: 9-17-2020

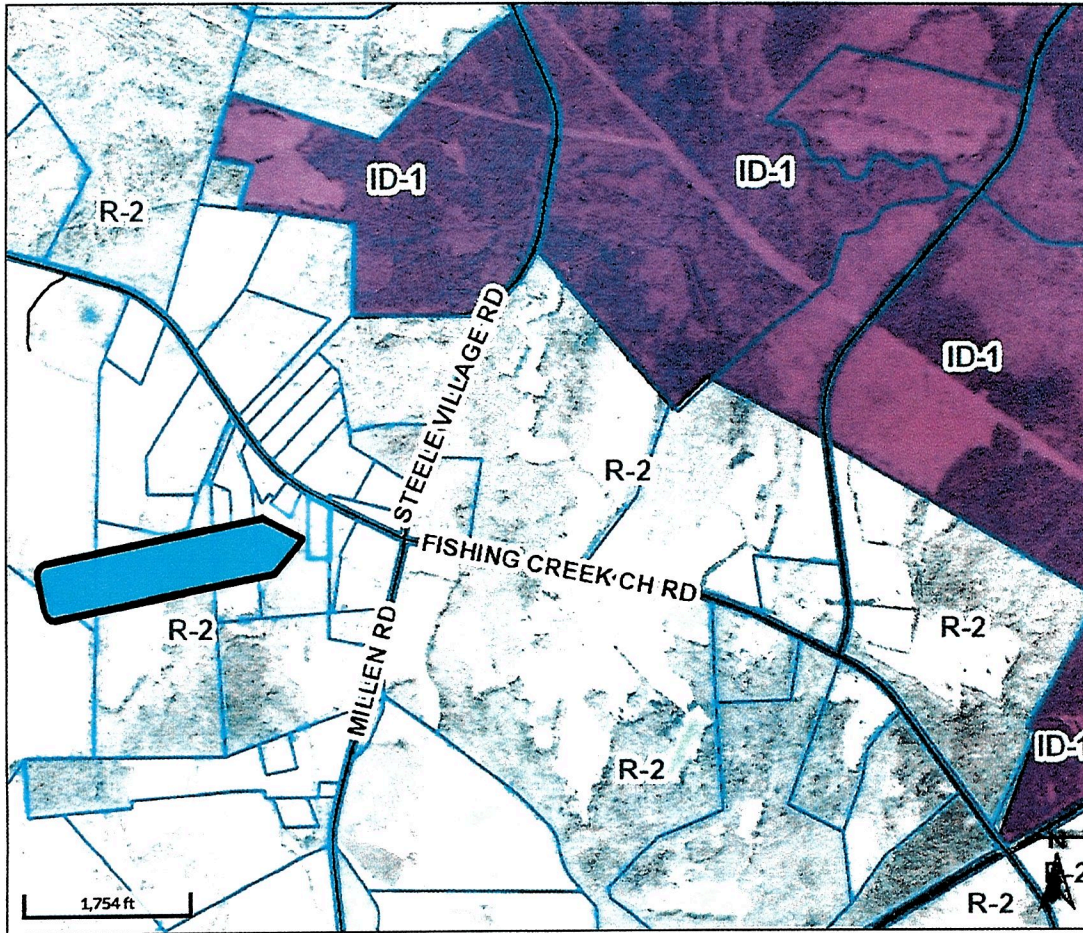
Applicant signature: *Richard Colt Gregory* Date: 9-17-2020  
*A L Gaston*

Attorney: Arthur Lee Gaston, PO Box 608, Chester, SC 29706

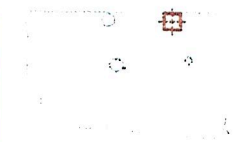
CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.

Attorney E-mail: ggmatty@truvista.net





**Overview**



**Legend**

**Roads**

- Secondary Road
- SC Highway

□ Municipals

□ Parcels

**Chester County Zoning**

- AG
- EDD
- GC
- ID-1
- ID-2
- ID-3
- LC
- R-1
- R-2
- R-3
- R-4
- RG-1
- RG-2
- RIV
- RS-1
- County Boundary

<b>Parcel ID</b>	104-00-00-119-000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	GREGORY DAVID RICHARD
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	R		3036 FISHING CREEK CHURCH ROAD
<b>Property Address</b>	3036 FISHING CREEK CHURCH RD	<b>Acres</b>	n/a		ROCK HILL SC 29730
<b>District</b>	06				
<b>Brief Tax Description</b>	n/a				

(Note: Not to be used on legal documents)

Date created: 11/10/2020  
 Last Data Uploaded: 11/10/2020 2:12:17 AM

Developed by  **Schneider**  
 GEOSPATIAL



## **2021 COUNTY COUNCIL & CCTC MEETING DATES**

All Meeting Dates Will Be Held At 6:00 PM at The R. Carlisle Roddey  
Chester County Government Building, 1476 J. A. Cochran Bypass in The Council  
Chambers Unless Otherwise Specified.

**January 4**

**January 19**

CCTC meeting at 5:30

**February 1**

**February 16**

**March 1**

**March 15**

**April 5**

**April 19**

**May 3**

CCTC meeting at 5:30

**May 17**

**June 7**

**June 21**

**July 6**

**July 19**

**August 2 -No meeting Scheduled SCAC Conference**

**August 16**

**September 7**

CCTC meeting at 5:30

**September 20**

**October 4**

**October 18**

**November 1**

**November 15**

**December 6**

The dates are subject to change depending on emergencies, etc.





## Application for Chester County Boards, Commissions and Councils

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer.

Date: 11-18-2020

Board or Commission Appointment being sought: Ad Hoc Burnt House Cemetery Committee

Name: Harvey Neely Gaston "Neely" Occupation: Pastor Union ARP

Street Address: 107 Hillcrest Dr. Chester, SC 29706

Mailing Address: (if different from above) \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date of Birth: 08/13/1954 SEX: M

If recommended by a Council Member, indicate name: Pete Wilson

In which Council District do you reside? Please indicate (1-6) 4

Are you presently serving on a County Board or Commission? No If "yes" when does your term expire?  
    /    /    

CONFLICT OF INTEREST STATEMENT: I, Harvey Neely Gaston \_\_\_\_\_, as a voting member of any Chester County board, commission or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists. *By consenting and signing this form to be nominated you will be subject to a*

A handwritten signature in cursive script that reads "Harvey Neely Gaston".

*background check.* (Signature)\_\_\_\_\_

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

### Boards

- Accommodation Tax Board
- Board of Assessment of Appeals
- Catawba Mental Health Board
- Catawba Regional Council Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Solid Waste Board
- Zoning Board of Appeals

### Commissions/Committee

- Airport Commission
- Chester County Parks & Recreation
- Chester County Planning Commission
- Chester Rural Fire District Commission
- John Keziah Park Commission
- Lando Rural Fire District Commission
- Fort Lawn Fire Protection Commission
- Olde English District Commission
- Richburg Fire District Commission

**Chester Metropolitan District Commission**

**Ad Hoc Burnt House Cemetery Committee**

**Gateway Steering Committee**

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to [klee@chestercounty.org](mailto:klee@chestercounty.org)