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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough

Case No. 2017-CP-10-03099
Appellate Case No. 2022-001479

Elizabeth Heatley, Neil B. McCann, Jr., David Neil Monk, Thomas V. Bessent, and Mariner's Cay Marina Council of Co-Owners, Inc.,……Respondents,

v.

Mariner's Cay Marina Condo, LLC, Mariner's Cay Fuel Dock, LLC, George A. Farmer., Jr., and South Atlantic Bank, Defendants,

Of which Mariner's Cay Marina Condo, LLC, Mariner's Cay Fuel Dock, LLC, and George A. Farmer., Jr. are the……...Appellants.

RECORD ON APPEAL
VOLUME X of XV

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INDEX

ORDERS

12.06.17	Order Granting in Part Denying in Part Plaintiffs' Motion for Temporary Injunction	1
02.22.18	Consent Order to Amend Complaint	8
04.02.18	Consent Order Relieving Counsel	11
04.30.18	Consent Scheduling Order	18
12.21.18	Consent Order to Fully Respond to Discovery Requests	22
12.27.18	Amended Scheduling Order	28
01.24.19	Consent Order to Amend Complaint	32
06.04.19	Second Amended Scheduling Order	36
06.12.19	Form 4 Order Denying Motion for Class Certification	39
07.02.19	Form 4 Order Denying Plaintiffs' Motion to Reconsider	44
01.20.20	Third Amended Scheduling Order	46
07.06.20	Order Granting Plaintiffs' Motion to Amend	49
10.06.20	Stipulation of Dismissal as to Third Party Defendant	52
11.10.20	Consent Order of Substitution of Counsel	54
12.14.20	Order of Reference	58
05.14.21	Order Granting Defendants' Motion for Summary Judgment	63
07.08.21	Form 4 Order Granting Plaintiffs' Motion to Reconsider	75
05.09.22	Parties Proposed Orders for Judge's Consideration	78
05.16.22	Order Granting Declaratory Relief	111
09.22.22	Order on Motion to Alter or Amend	131

MOTIONS

09.05.17	Motion for Temporary Injunction and Affidavit of Thomas V. Bessent	135
11.09.17	Memorandum in Support Memorandum in Support of Plaintiffs' Motion for Temporary Injunction	146
11.13.17	Affidavit of George A. Farmer, Jr	183
02.22.18	Plaintiffs' Motion to Amend	258
06.01.18	Plaintiffs' Motion to Certify as Class Action with Affidavits of Dan Nekola and Alben Neighbors	261
06.25.18	Plaintiffs' Motion to Compel	271
12.17.18	Plaintiffs' Withdrawal of Motion to Certify Class Action,	278
01.24.19	Plaintiffs' Motion to Amend Complaint	283
02.05.19	Plaintiffs' Motion to Certify as Class Action	286
03.29.19	Plaintiffs' Motion to Compel	296
06.06.19	Plaintiffs' Memo in Support Motion for Class Certification	310
06.10.19	Defendants' Memo in Opposition to Motion for Class Certification	318
06.21.19	Plaintiffs' Motion for Reconsideration	380
05.28.20	Plaintiffs' Motion to Amend Complaint	390

06.08.20	Defendants' Motion for TRO and Affidavit of George A. Farmer, Jr.	410
06.19.20	Plaintiffs' Memo in Support of Motion to Amend Complaint	423
06.22.20	Plaintiffs' Motion for Temporary Injunction with Affidavit of Thomas Bessent	428
06.22.20	Plaintiffs' Memo in Support of Temporary Injunction	457
03.09.21	Defendants' Motion for Summary Judgment	487
03.12.21	Plaintiffs' Motion for Summary Judgment	490
03.12.21	Letter in re: Attach Exhibits to Motion for Summary Judgment	917
04.02.21	Defendants' Memo in Support of Motion for Summary Judgment	926
04.02.21	Plaintiffs' Return to Defendants' Motion for Summary Judgment	962
05.24.21	Plaintiffs' Motion to Alter/Amend or Reconsider with Affidavit of Neal B. McCann, Jr. and David Neil Monk	966
05.24.21	Letter in re: Exhibit to Motion/Amend	995
06.02.21	Defendants' Memo in Opposition to Plaintiffs' Motion to Alter/Amend	996
06.04.21	Plaintiffs' Reply to Defendants' Memo in Opposition	1003
05.19.22	Defendants' Motion to Reconsider	1006
05.26.22	Plaintiffs' Response to Motion to Reconsider	1012

PLEADINGS

06.16.17	Summons and Complaint	1017
06.16.17	Lis Pendens	1028
07.21.17	Amended Summons and Complaint	1030
09.22.17	Defendants' Answer, Counterclaim and Third-Party Complaint	1044
10.27.17	Affidavit of Service as to Third-Party Defendant Emerald McDonough	1063
11.22.17	Plaintiffs' Reply to Counterclaim	1066
12.20.17	Letter from Attorney Barr in re: money on deposit	1079
12.27.17	Notice of Posting Bond	1080
02.28.18	Plaintiffs' Second Amended Complaint	1084
03.19.18	Defendant George Farmer's Answer	1105
03.19.18	Defendants Mariner's Cay Marina Condo LLC and Mariners Cay Fuel Dock, LLC's Amended Third Party Summons, Answer, Counterclaim and Third-Party Complaint	1111
04.05.18	South Atlantic's Answer	1129
04.16.18	Plaintiffs' Reply to Counterclaim	1136
04.23.18	Mariners Cary Marina Condo LLC's Amended Answer and Counterclaim and Third-Party Complaint	1146
05.07.18	Plaintiffs' Reply to Counterclaim	1150
06.29.18	Third-Party Defendant Emerald McDonough's Summons, Answer and Counterclaim	1162
07.31.18	Third-Party Plaintiffs Mariners Cay and Mariners Cay Fuel Dock LLC's Reply to Counterclaim	1210

01.31.19	Plaintiffs' Third Amended Complaint	1218
02.05.19	Affidavit of Elizabeth Heatley	1233
02.15.19	Defendants Mariners Cay and Mariners Cay Fuel Dock LLC's Summons, Answer, Counterclaim and Third-Party Complaint	1235
02.19.19	Defendant George Farmer's Answer	1253
02.22.19	Plaintiffs' Reply to Counterclaim	1260
03.06.19	Third-Party Defendant Emerald McDonough's Summons, Answer and Counterclaim	1273
03.25.19	Third-Party Plaintiffs' Reply to Counterclaim	1326
07.06.20	Plaintiffs' Fourth Amended Complaint	1330
07.17.20	Defendants Mariners Cay and Mariners Cay Fuel Dock LLC's Summons, Answer, Counterclaim and Third-Party Complaint	1347
07.17.20	Defendant South Atlantic's Answer	1364
08.05.20	Plaintiffs' Reply to Counterclaim	1371
08.14.20	Third-Party Defendant Emerald McDonough's Summons, Answer and Counterclaim	1382
08.21.20	Third-Party Plaintiffs Mariners Cay and Mariners Cay Fuel Dock LLC's Reply to Counterclaim	1395
03.18.22	Defendants' Designation of Deposition Excerpts	1399
03.21.22	Defendants' Trial Brief	1402
03.21.22	Plaintiffs' Trial Brief	1414
03.24.22	Defendants' Refiled Designation of Deposition Excerpts	1426
03.24.22	Plaintiffs' Trial Exhibits	1429
03.25.22	Defendants' Trial Exhibits	2568
10.18.22	Notice of Appeal	2879
10.25.22	Amended Notice of Appeal	2908

TRANSCRIPTS

11.14.17	Transcript of Hearing	2912
06.14.18	Deposition of Ronald McGuire	2942
06.15.18	Deposition of Thomas V. Bessent	3708
07.12.18	Deposition of Nelson Hagy	4026
08.06.18	Deposition of Edward J. Geiger, Jr.	4175
08.09.18	Deposition of Amanda J. Barnes	4397
08.10.18	Deposition Jeff Heatley	4507
01.30.19	Deposition of Lauren Hull	4644
04.05.21	Transcript of Hearing	4765
03.22.22	Trial Transcript	4810
03.23.22	Trial Transcript	5060
9.07.22	Transcript of Hearing	5300

EXHIBITS

03.24.22	Notice of Filing Plaintiffs' Trial Exhibits 1-A, 1-B and 1-C	5335

03.24.22	Plaintiffs' Index: Exhibit 1 Notebook	5336
03.24.22	Plaintiffs' Trial Exhibit 1-A: Master Deed for Mariner's Cay recorded in Book V583 at Page 584	5337
03.24.22	Plaintiffs' Trial Exhibit 1-B: Amended and Restated Master Deed for Mariner's Cay recorded in Book X618 at Page 603	5519
03.24.22	Plaintiffs' Trial Exhibit 1-C: First Amendment to Amended and Restated Master Deed for Mariner's Cay recorded in Book Z661 at Page 509	5714
03.24.22	Notice of Filing Plaintiffs' Trial Exhibits 1-D(a), 1-D(b), 1-D(c), 1-D(d) and 1-D(e)	5723
03.24.22	Plaintiffs' Trial Exhibit 1-D(a): List of Owners who purchased prior To the Master Deed Amendment (39)	5725
03.24.22	Plaintiffs' Trial Exhibit 1-D(a) Deed for Unit A-1 to Ernest Vance, III recorded in Book Z601 at Page 574	5727
03.24.22	Plaintiffs' Trial Exhibit 1-D(a) Deed for Unit A-2 to Edward M. Geiger and Sharon C. Geiger recorded in Book H595 at Page 393	5735
03.24.22	Plaintiffs' Trial Exhibit 1-D(a) Deed for UnitA-4 to Angus W. Graham And Caroline C. Graham recorded in Book J596 at Page 240	5743
03.24.22	Plaintiffs' Trial Exhibit 1-D(a) Deed for Unit A-6 to George W. Amar, Jr. recorded in Book G592 at Page 023	5751
03.24.22	Plaintiffs' Trial Exhibit 1-D(a) Deed for Unit A-8 to Jack Hughes and Donna Hughes recorded in Book W592 at Page 811	5759
03.24.22	Plaintiffs' Trial Exhibit 1-D(a) Deed for Unit A-10 to James J. Ledwith recorded in Book S594 at Page 888	5767
03.24.22	Plaintiffs' Trial Exhibit 1-D(b) Deed for Unit A-14 to Michael K. Sutton and Shelly L. Sutton recorded in Book S594 at Page 864	5775
03.24.22	Plaintiffs' Trial Exhibit 1-D(b) Deed for Unit A-15 to Keith McCann and Kristin L. McCann recorded in Book P599 at Page 146.	5784
03.24.22	Plaintiffs' Trial Exhibit 1-D(b) Deed for Unit B-1 to June W. Hopkins and Jill H. Sneed recorded in Book V589 at Page 151	5792
03.24.22	Plaintiffs' Trial Exhibit 1-D(b) Deed for Unit B-3 to June W. Hopkins and Hill H. Sneed recorded in Book V589 at Page 159	5800
03.24.22	Plaintiffs' Trial Exhibit 1-D(b) Deed for Unit B-5 to John C. Hall And Norma T. Hall recorded in Book A593 at Page 523	5808
03.24.22	Plaintiffs' Trial Exhibit 1-D(c) Deed for Unit B-6 to Randolph C. Romeo and Ann K. Romeo recorded in Book F592 at Page 885	5816
03.24.22	Plaintiffs' Trial Exhibit 1-D(c) Deed for Unit B-7 to David R. Schoof and Jane L. Schoof recorded in Book J593 at Page 574	5824
03.24.22	Plaintiffs' Trial Exhibit 1-D(c) Deed for Unit B-8 to Neal B. McCann, Jr. recorded in Book N617 at Page 404	5832
03.24.22	Plaintiffs' Trial Exhibit 1-D(c) Deed for Unit B-9 to Ronald G. McGuire recorded in Book V596 at Page 089	5839
03.24.22	Plaintiffs' Trial Exhibit 1-D(c) Deed for Unit B-10 to Edgar W. Hull and Laurene A. Hull recorded in Book O590 at Page 267	5847

03.24.22	Plaintiffs' Trial Exhibit 1-D(c) Deed for Unit B-11 to Kevin Roerden and Antoinette Roerden recorded in Book G592 at Page 015	5855
03.24.22	Plaintiffs' Trial Exhibit 1-D(d) Deed for Unit B-12 to Debbie's Folly I, LLC recorded in Book C594 at Page 052	5863
03.24.22	Plaintiffs' Trial Exhibit 1-D(d) Deed for Unit B-13 to Debbie's Folly I, LLC recorded in Book C594 at Page 044	5872
03.24.22	Plaintiffs' Trial Exhibit 1-D(d) Deed for Unit B-14 to Edward A. Shields and Judith MacGovern Stock recorded in Book J593 at Page 582	5880
03.24.22	Plaintiffs' Trial Exhibit 1-D(d) Deed for Unit B-16 to John C. Wynn recorded in Book T593 at Page 899	5888
03.24.22	Plaintiffs' Trial Exhibit 1-D(d) Deed for Unit B-17 to David Neil Monk recorded in Book C618 at Page 028	5896
03.24.22	Plaintiffs' Trial Exhibit 1-D(d) Deed for Unit B-18 to John C. Wynn recorded in Book T593 at Page 891	5903
03.24.22	Plaintiffs' Trial Exhibit 1-D(e) Deed for Unit B-20 to Mary Ann Meyers recorded in Book S594 at Page 872	5911
03.24.22	Plaintiffs' Trial Exhibit 1-D(e) Deed for Unit B-21 to Stephen V. Wynn and L. Ann Sparks-Wynn recorded in Book X592 at Page 120	5920
03.24.22	Plaintiffs' Trial Exhibit 1-D(e) Deed for Unit C-1 to W.K. Taylor recorded in Book T590 at Page 110	5928
03.24.22	Plaintiffs' Trial Exhibit 1-D(e) Deed for Unit C-6 to William L. Frye recorded in Book N594 at Page 733	5936
03.24.22	Plaintiffs' Trial Exhibit 1-D(e) Deed for Unit C-9 to Daniel W. Painter and Alisa W. Painter recorded in Book T597 at Page 492	5944
03.24.22	Plaintiffs' Trial Exhibit 1-D(e) Deed for Unit C-10 to Nelson H. Maier, Jr. and Jean E. Maier recorded in Book A598 at Page 886	5952
03.24.22	Notice of Filing Plaintiffs' Trial Exhibits 1-D(f), 1-D(g), 1-E, 1-F, 2-A thru 2-D, 2-E thru 2-N and 3	5960
03.24.22	Plaintiffs' Trial Exhibit 1-D(f) Deed for Unit C-11 to Joan W. Paulling recorded in Book V616 at Page 450	5962
03.24.22	Plaintiffs' Trial Exhibit 1-D(f) Deed for Unit C-12 to Martin A. Rosenberg recorded in Book R595 at Page 740	5970
03.24.22	Plaintiffs' Trial Exhibit 1-D(f) Deed for Unit C-14 to John Travis Howell and Scott S. Howell recorded in Book N592 at Page 634	5978
03.24.22	Plaintiffs' Trial Exhibit 1-D(f) Deed for Unit C-16 to John F. Hartman recorded in Book N592 at Page 642	5986
03.24.22	Plaintiffs' Trial Exhibit 1-D(f) Deed for Unit D-1 to Thomas V. Bessent recorded in Book D595 at Page 101	5994
03.24.22	Plaintiffs' Trial Exhibit 1-D(f) Deed for Unit D-3 to Alben D. Neighbors recorded in Book H595 at Page 385	6002
03.24.22	Plaintiffs' Trial Exhibit 1-D(g) Deed for Unit D-8 to Jeffrey E. Heatley and Elizabeth Heatley recorded in Book S594 at Page 880	6010

03.24.22	Plaintiffs' Trial Exhibit 1-D(g) Deed for Unit D-9 to Susan A. Rich recorded in Book X590 at Page 089……...6019
03.24.22	Plaintiffs' Trial Exhibit 1-D(g) Deed for Unit D-13 to Matthew Gerringer and Pamela Gerringer recorded in Book S594 at Page 856…….6027
03.24.22	Plaintiffs' Trial Exhibit 1-D(g) Deed for Unit D-18 to Ken Smith recorded in Book V589 at Page 143……6035
03.24.22	Plaintiffs' Trial Exhibit 1-E: Master Deed for Mariner's Cay Racquet and Yacht Club recorded in Book J128 at Page 300……..6043
03.24.22	Plaintiffs' Trial Exhibit 1-F: Amendment to Master Deed for Mariner's Cay Racquet and Yacht Club recorded in Book H131 at Page 292..…...6117
03.24.22	Plaintiffs' Index: Exhibit Notebook 2…….6127
03.24.22	Plaintiffs' Exhibit 2-A: Deed for Unit D-8 to Jeffrey E. Heatley and Elizabeth Heatley recorded in Book S594 at Page 880……6128
03.24.22	Plaintiffs' Exhibit 2-B: Deed for Unit B-8 to Neal B. McCann, Jr. recorded in Book N617 at Page 404……..……..6137
03.24.22	Plaintiffs' Exhibit 2-C: Deed for Unit B-17 to David Neil Monk Recorded in Book C618 at Page 028……...6145
03.24.22	Plaintiffs' Exhibit 2-D: Deed for Unit D-1 to Thomas V. Bessent Recorded in Book D595 at Page 101……..6153
03.24.22	Plaintiffs' Exhibits 2-E thru 2-N Page……6162
03.24.22	Plaintiffs' Exhibit 2-E: "COMMON ELEMENTS" 2006 Master Deed recorded in Book V583 at Page 599-601……...6163
03.24.22	Plaintiffs' Exhibit 2-F: "COMMON ELEMENTS" 2007 Master Deed recorded in Book X618 at Page 620-623……...6167
03.24.22	Plaintiffs' Exhibit 2-G: "AMENDMENTS" 2006 Master Deed recorded in Book V583 at Page 614-616……6172
03.24.22	Plaintiffs' Exhibit 2-H: "AMENDMENTS" 2007 Master Deed recorded in Book X618 at Page 644-645……6176
03.24.22	Plaintiffs' Exhibit 2-I: "OPNS/MAINT MANUAL" 2006 Master Deed recorded in Book V583 at Page 665-683……...6179
03.24.22	Plaintiffs' Exhibit 2-J: "OPNS/MAINT MANUAL" 2007 Master Deed recorded in Book X618 at Page 704-715……...6199
03.24.22	Plaintiffs' Exhibit 2-K: "OCRM REGS" 2006 Master Deed recorded in Book V583 at Page 688-693……...6212
03.24.22	Plaintiffs' Exhibit 2-L: "OCRM REGS" 2007 Master Deed recorded in Book X618 at Page 720-725……...6219
03.24.22	Plaintiffs' Exhibit 2-M: Photos……...6226
03.24.22	Plaintiffs' Exhibit 2-N Bessent Sketch……...6240
03.24.22	Plaintiffs' Trial Exhibit 3: List of Owners who originally purchased….6242
03.24.22	Plaintiffs' Trial Exhibit 3: Deed to FBSA 1, LLC recorded in Book 0237 at Page 649…….6246
03.24.22	Plaintiffs' Trial Exhibit 3: Deed to Scott M. Brunet recorded in Book H623 at Page 277……6254
03.25.22	Defendants' Notice of Filing of Trial Exhibits 1-9……....6261

03.25.22	Defendants Trial Exhibit 1: Master's Deed recorded in Book 0510 at Page 673	6264
03.25.22	Defendants' Trial Exhibits 2: Defendant Mariner's Cay Marina Council of Co-Owners, Inc.'s Answer	6271
03.25.22	Defendants' Trial Exhibits 3: Master' Order of Judgment for Foreclosure and Sale	6278
03.25.22	Defendants' Trial Exhibit 4: Deed to Mariner's Cay Fuel Dock LLC recorded in Book 0555 at Page 946	6334
03.25.22	Defendants' Trial Exhibit 5: Recorded Deed to Mariner's Cay Condo LLC recorded in Book 0556 at Page 511	6342
03.25.22	Defendants' Trial Exhibit 6: Re-Recorded Deed to Mariner's Cay Condo LLC recorded in Book 0555 at Page 946	6350
03.25.22	Defendants' Trial Exhibit 7: Minutes from Annual Meeting on May 21, 2016	6359
03.25.22	Defendants' Trial Exhibit 8: Board Member Notes	6361
03.25.22	Defendants' Trial Exhibit 9: Valbridge Appraisal Report	6386
03.25.22	Notice of Filing Defendants' Trial Exhibits 33-34 and 47-48	6462
03.25.22	Defendants' Trial Exhibit 33: Notice of Lien for #C21	6464
03.25.22	Defendants' Trial Exhibit 34: Notice of Lien for #C22	6467
03.25.22	Defendants' Trial Exhibit 47: Satisfaction of Lien for #C21	6470
03.25.22	Defendants' Trial Exhibit 48: Satisfaction of Lien for #C22	6472
03.25.22	Notice of Filing Defendants' Trial Exhibits 61 and 64	6474
03.25.22	Defendants' Trial Exhibit 61: Email to Jeff Heatley from Capers Barr re: auction of Ship Store and Fuel Dock	6476
03.25.22	Defendants' Trial Exhibit 64: Mathisen Appraisal for Unit 1B	6478
03.25.22	Notice of Filing Defendants' Trial Exhibits 65-72	6504
03.25.22	Defendants' Trial Exhibit 65: Plaintiffs' responses to Defendants' First Requests to Admit	6506
03.25.22	Defendants' Trial Exhibit 66: Expenses and Repairs	6514
03.25.22	Defendants' Trial Exhibit 67: Purchase and Sale Agreement dated Mach 21, 2016	6519
03.25.22	Defendants' Trial Exhibit 68: First Amendment to Purchase and Sale Agreement dated April 28, 2016	6530
03.25.22	Defendants' Trial Exhibit 69: Puchase and Sale Agreement March 2016	6533
03.25.22	Defendants' Trial Exhibit 70: First Amendment to Purchase and Sale Agreement dated April 28, 2016	6543
03.25.22	Defendants' Trial Exhibit 71: Qualifications of Harold Mathisen	6545
03.25.22	Declarations	6546

Q. 80. Did you live there full time, or was it a rental?

A. I lived there full time for about nine or ten years.

Q. Can you give me roughly the dates?

A. 2004. I think I bought it in December of 2004, and I don't remember exactly when I sold it, but it was 2013 or '14.

Q. Okay. All right. And 132. Generally, it's just further communication with DHEC?

A. Yes.

Q. And what was that?

A. So I'm asking about the -- if the permit has been granted yet. Because we're getting ready to close, and I guess I wanted to make sure I was really going to have a boat slip.

Q. Got you. And your boat slip was -- okay. So in any event, these refresh your memory. Back in 2006 you were pretty involved and pretty aware of what was going on out at the marina with the declarant and prior owners; right?

A. Yeah. Well, I did have a boat there at that time and a condo there, so...

Q. As far as -- earlier you said you had a couple of face-to-face meetings and conversations

with Mr. Farmer. Do you recall that?

A. Yes.

Q. And you could tell that they were relatively brief. Are there any conversations or the substance of any conversations with Mr. Farmer that you recall that you plan to testify to at the trial of this case?

A. No.

MR. MIMS: Okay. That's all the questions I have. Thank you, sir.

MR. MONTGOMERY: Bobby? I have maybe five, ten minutes, so it won't take long. Do you need another break or anything?

THE WITNESS: No. I'm ready.

EXAMINATION

BY MR. MONTGOMERY:

Q. My name's Andrew Montgomery. I'm here on behalf of Emerald McDonough Road Holdings, LLC who was listed as the grantor in the deeds from -- to Mr. Farmer's LLCs, without getting into the ownership dispute.

A. Um-hum.

Q. Just for clarification, could you advise us on who the dock association board presidents have been from 2007 to 2016, including

the two Mike Suttons.

A. Well, Mike Sutton No. 1 was the first one. And you may want to ask Jeff this next week because he's been there longer than I have. Then there was another Michael Sutton and there was a Laurie Hull and there was me, but I don't know if there was somebody else. Seems like there was somebody else in between.

Q. Do you know the time estimate on the years?

A. No. I know Michael Sutton -- the second Michael Sutton was on his way out when I joined the board, and Laurie took over after him.

Q. Got you. Earlier one of the exhibits or a portion of the exhibit at MC-1789 was a copy of a statement from when Mr. -- looks like Mr. Farmer's assessments or what he was behind on from July 2016 to February 2017. That's a copy.

A. Yes.

Q. If -- would the best person to get a similar copy from previous owners be Amanda Barnes?

A. Yes.

Q. Okay. And you had -- are you aware of when Sabal Financing and their affiliated entities, Emerald Portfolio and Emerald McDonough, were

listed as -- without getting into the ownership dispute, but were listed as the owners, if they were paying assessments on the property?

A. I think I asked Amanda that, and Amanda would be the best person to ask. As I recall, I think they were all behind at some point, but I believe we -- I don't know. I don't know.

Q. Okay. And earlier one of the exhibits, 58, MC-338, was a copy of an email, it looked like, from you in January 2017. I realize the period that -- once Sabal was involved with the ownership and the foreclosure, that was prior to your board involvement. But it said Amanda has sent me a regime fee history, and after the foreclosure the bank and then Sabal paid all regime fees for their respective ownership period. Is that -- is that an accurate reflection of that email? You might not have the actual statements, but Amanda showed something to you at that time?

A. Um-hum. Yeah. This says the bank and Sabal paid all regime fees for their respective period, yeah. Yeah, that's what it says. So I assume I got it right.

Q. Are you aware of any offers from the dock association or the condo association from 2007

to 2015 to purchase the property, to purchase the ship store and the fuel docks?

A. I know both of those entities were interested, both of them did a lot of talking. I don't know the extent of whether a formal offer was made in writing or a formal contract or whether it was all talk.

Q. Similarly, do you know if those -- if the dock association, the condo association, if they discussed or made an offer to First South Bank or Sabal Financing -- Financial about buying the loan that -- the loan -- they held a mortgage on the ship store and fuel docks from about 2009 which was the subject of the 2013 foreclosure?

A. So they would like buy the loan and then try to collect it or whatever.

Q. (Moves head up and down.)

A. Yeah, I may have just heard that. I don't know anything about that.

Q. Okay. You were provided -- a couple of the exhibits were copies of Ed Geiger's monthly or it seemed every month and a half, was your indication, reports. A copy of one of these is MC-1561. Does he -- just to confirm, he sends those to the entire board of the dock association

whenever he prepares those?

A. Actually, I think -- I think he sends it to Amanda and then Amanda forwards them to us along with the financials.

Q. Okay.

A. I think is the way it works.

Q. So each board member receives a copy of those?

A. Yes.

Q. Okay. Are you aware of any discussions by the dock association to foreclose on any liens the dock association filed on the ship store or fuel docks from 2007 to 2013, prior to the bank's foreclosure?

A. Not -- not specifically, no.

Q. Let me check here. There was the letter we went over earlier which was sort of the status update. It wasn't dated. It was sometime after the June '17 filing of this action to the owners, the dock owners about, hey, a case has been filed. You can see it on the Charleston index.

A. Yes.

Q. Was that the last status update to the dock owners on this case?

A. There were two of them only a couple of

weeks apart. I think the one -- the one where I actually said the case has been filed, that was the last one directly about the case. I may have sent -- I sent out a letter or two after that about an assessment, but that was the last one about the lawsuit, yes.

Q. I think it was this one which was Exhibit 114, MC-1672.

A. Yeah. Our complaint was filed, blah, blah, blah, yes.

Q. And is there a plan by the board to send a subsequent update? Is there a timeline on any updates y'all plan to send to the owners as a whole?

A. Well, I mean, since I've been president I've sent out a couple of letters per year as necessary.

Q. Okay.

A. No particular schedule, I guess. When something significant happens I'll send out an update.

MR. MONTGOMERY: I think that was it. Thank you very much.

THE WITNESS: All right.

MR. BARR: Anybody else? No questions

here.

MR. SESSOMS: No questions.

MR. O'KELLEY: And y'all need to discuss whether you want to read and sign.

MR. BARR: He will read and sign.

(The witness, after having been advised of his right to read and sign this transcript, does not waive that right.)

(The deposition was concluded at 3:55 PM.)

SIGNATURE OF DEPONENT

DEPONENT: THOMAS V. BESSENT
DEPOSITION DATE: June 15, 2018
REPORTER: Sandra K. Bjerke
AWR JOB NO. 18471
CASE CAPTION: Neighbors vs. Mariners Cay

(Please return both Signature of Deponent pages.)

I, the undersigned, THOMAS V. BESSENT, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)

DEPOSITION DATE: June 15, 2018
REPORTER: Sandra K. Bjerke
AWR JOB NO. 18471
CASE CAPTION: Neighbors vs. Mariners Cay

PAGE	LINE	CHANGE	REASON

_____
THOMAS V. BESSENT Date

I, Sandra K. Bjerke, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent page within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.



_____
Sandra K. Bjerke, RMR, RDR, CRR
My Commission Expires
June 18, 2020

CERTIFICATE OF REPORTER

I, Sandra K. Bjerke, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 22nd day of June, 2018 at Charleston, Charleston County, South Carolina.



Sandra K. Bjerke, RMR, RDR, CRR
My Commission Expires
June 18, 2020

I N D E X

	Page	Line
THOMAS V. BESSENT	5	5
EXAMINATION	5	7
BY MR. O'KELLEY		
EXAMINATION	175	20
BY MR. MIMS		
EXAMINATION	235	14
BY MR. MONTGOMERY		
SIGNATURE OF DEPONENT	242	1
CERTIFICATE OF REPORTER	244	1

REQUESTED INFORMATION INDEX

	Page	Line
Copies of insurance policies	230	10

E X H I B I T S

	Page	Line
EXHIBIT 127, Amended Notice of Rule 30(b)(6) Deposition of Plaintiff Mariner's Cay Marina Council of Co-Owners, Inc. dated 6-8-18	5	1
EXHIBIT 128, Affidavit of Thomas V. Bessent dated 8-31-17	189	7
EXHIBIT 129, Sketch with Descriptions by Mr. Bessent	189	16
EXHIBIT 130, Email to Mr. Bessent, et al., from Mr. Camp dated 11-7-16, with Attachments	198	12
EXHIBIT 131, Email to Ms. Rada and Ms. Rodgers from Mr. Bessent dated 6-27-06	231	12
EXHIBIT 132, Email to Ms. Rada from Mr. Bessent dated 8-16-06	231	15

Exhibits

BESSENT.EXH. 127
5:1 9:18 10:9 246:4

BESSENT.EXH. 128
189:7 246:9

BESSENT.EXH. 129
189:16 246:12

BESSENT.EXH. 130
198:11,12,19 202:22 206:12 246:14

BESSENT.EXH. 131
231:12 246:18

BESSENT.EXH. 132
231:15 246:21

$

$103.55
158:1

$138,000
79:23 80:4

$140,000
158:1

$250
113:21,23 114:3, 15 221:5

$269,000
78:5

$280,000
34:1 173:5 175:13

$3,000
103:10

$350
46:2

$352
42:25 47:23

$40,000
124:3

$60
132:2

$78,000
26:16

(

(30)
243:16

0

02
203:12

05
179:6

0510
175:11

06
233:17

07
200:25 205:12

1

1
32:12 74:9,21 100:3 113:25 197:4 206:21 207:8,9 236:2

1-A
65:3

10
11:9 27:17 49:25 53:21 74:25 88:20 122:7 196:20 209:16 210:10

100
150:19

101
151:24

102
152:17

104
154:15 158:1

105
155:22

106
156:5

107
156:13 157:16

108
157:19

109
96:6 158:23

10:57
61:4

11
89:2,6,11 90:1

11-7-16
198:13

110
160:5

111
160:5,6

112
161:5

113
161:15 176:19,22 177:14

1134
156:14

114
96:13 163:17 164:7,15 165:3 240:8

115
164:17 165:11

115-
79:23 80:4

116
165:23

117
97:15 166:9

118
97:16 167:24 168:17,18

119
97:15 168:20

11:06
61:5

11:37
88:15

12
10:14 89:7,8,11 90:2

120
170:4

121
170:5,12

122
170:17

123
171:10

124
171:10

125
171:10,11

126
173:1

127
5:1 9:18 10:9

128
189:7

1287
24:1

129
189:15,16

12:50
88:16

13
76:4 90:5

130
198:11,12,19 202:22 206:12

131
231:12,19,21 233:18

132
231:15,19,21 233:15 234:9

14
76:4 90:17 140:6 234:8

1424
158:24

148
98:24

149
100:4

14th
175:9

15
25:14 57:1,3 76:4 88:13 89:3 90:21 91:9 228:13 242:2 243:2

150
100:4

151
100:3,4,5

152
100:5

153
100:5

1562
160:6

15th
134:10

16
25:14 57:1,3 76:5 92:6

1605
177:20 178:6

1626
161:5

1676
165:24

1698
167:25

16th
164:10 165:5,16

17
76:5 93:23 239:19

1720
23:17

175
101:17

1779
170:5

1789
170:18

18
21:24 54:22 58:24 69:13 76:5 94:16 194:4 243:25

18471
242:3 243:3

1893
171:11

1895
171:11

19
94:17,22

1955
20:9

1980s
53:18 54:6

1986
54:15

19th
206:1

1:58
146:20

1st
205:10 206:10

2

2
73:23,24 74:9 197:4 203:18 204:6 206:11

20
21:24 40:4,6,8 78:17 94:19,22 95:11 214:6

2000
54:18,21 58:20 69:14 230:24

2000s
69:9
2002
198:6 202:24 203:3
2004
54:9 69:10,15 234:6,7
2005
22:7
2006
13:4 15:19 25:13, 16 26:15 30:8 48:16 185:13 186:24 191:19 197:25 228:19 231:3 232:10,19, 20 234:19
2007
192:23 194:4,8,12 197:25 198:5,24 202:22 204:10 205:10 206:1,10 235:25 237:25 239:13
2009
196:7,19 238:13
2009-2010
196:13
2010
227:18
2011
227:20
2012
73:25
2013
32:21 234:8 238:14 239:13
2014
22:15,17 28:9
2015
76:17 77:18 78:5,6 80:25 81:2 156:6 175:9 238:1
2016
15:5,12 25:13 44:25 45:2 56:24 66:19 89:3 90:6,15 96:7 102:10 148:12 152:19 153:18 158:9,10 160:7,8 168:20 214:3 226:17 228:12 235:25 236:18
2017
12:18 46:5 66:19, 20 77:3,7 115:23 140:7 163:21 165:23 170:20 180:9 181:3,7,20 236:18 237:10
2018
46:5 182:8,25 183:9 184:3 242:2 243:2
2020
243:25
21
94:19,22
22
79:21 80:13 94:19, 22
23
80:13 94:19,20,23
24
80:14 96:6 182:22 183:21
25
18:12 96:12 97:19
250
114:19,20,21
26
85:23 97:13,19,23
26-
26:18
27
98:23
27th
180:9 196:7 232:10
28
100:2,4
28,000
26:18
29
18:11 100:3,5 148:12
29412
16:5,7
2:04
146:21

3

3
73:24 74:24 75:21, 23 166:15
30
39:12 40:4,6,8 50:18 51:17 54:23 87:12 100:5
30(b)(6)
5:2 6:16 9:17 11:2 64:22
30-something
201:15
30th
20:9 115:23
31
18:9 87:13 100:5
32
87:13 101:2 106:24
33
101:4
338
115:8
34
101:13 106:24
35
21:12,17 101:14, 15,17,18
359
117:19
36
103:3
37
19:22 103:25 104:25
38
104:1 105:2 122:22 201:11,17 202:18
39
104:1
3:34
229:13
3:40
229:14
3:55
241:10

4

4
73:24 76:4,12
4,139
103:20
40
39:12 104:1
400
123:6
403
124:6
407
126:17
408
126:17
409
126:17
41
104:2
410
126:18
42
19:20 90:1 104:2
43
16:19 23:12 104:2
44
90:2 104:2
441
127:23
45
90:2 104:3
46
105:16
468
130:7
47
90:5 107:1
48
112:6,21
489
132:17
49
90:17,23 112:6,21
491
132:18

5

5
78:17 145:13
50
112:6,22 201:3,8
51
112:6,22
52
112:6,23
53
112:8,23
54
112:8,23
55
113:9,11
554
139:19
557
139:21
558
137:25 139:21
559
139:21
56
113:11
564
138:1
57
113:12
58
115:5 237:9
59
116:15 117:1

6

6
74:25 79:20,22
6-27-06
231:13
6-8-18
5:3
60
50:18 116:16 117:12
601
140:25
61
117:19
615
16:13
62
119:11
63
122:18
632
141:1
634
141:2
636
141:3
64
122:22
65
123:5
654
142:3
66
124:6
664

146:25
67
125:19
671
147:1
672
147:1
674
175:11
679
148:12
68
126:15,17
681
148:20
683
148:21
684
148:21
69
127:23

7

7
6:20 10:5 74:25 85:23
70
128:20
71
130:4,6
72
131:3
729
16:4
73
132:17
74
132:17
75
132:18
76
19:20 134:2
77
136:12
78
137:19 139:19
79
92:6 137:23 139:20

8

8
74:25 87:6 163:20
8-16-06
231:16
8-31-17
189:8
80
25:8 137:25 139:21 233:25 234:1
80,000
153:20
80s
54:7,11
81
94:4 140:6
82
140:24 141:6
83
140:25 141:6
84
141:1,8
85
141:2,8
86
141:2,8
87
142:3
88
35:10,12,14,19 36:2 40:16 48:2 144:25
89
35:14 145:10
8th
165:12,13

9

9
74:25 87:12
90
35:13 40:3 145:19 202:16
907
152:17
91
146:24 147:25 148:7
92
35:16,21 40:16 146:24 148:7
93
146:25
94
147:1
95
148:11
96
148:20
962
156:6
97
148:22 149:14
98
150:5
99
150:7

A

ability
143:1,2,6 178:16
absolutely
37:2 50:12 102:15
abuse
9:14
abused
126:20,22 127:6
Academy
21:8
accepted
61:10 102:19
access
53:11,14,16 55:2, 10 117:2,8 125:1 148:23 160:25 181:3,13,22 182:9, 12,20,22 183:7,9, 25 184:3,16 194:22 210:14 220:21 224:7,24 225:1,7,12,15,20
accessing
54:25
accommodate
155:14
accommodation
155:18
accurate
237:17 242:7
accurately
111:17
achieve
138:23
acknowledged
206:11
acknowledges
204:13
acquire
212:23
acquired
118:2 196:24 214:4,5 228:10 232:15
acquiring
193:22 216:23 231:6 232:12
acquisition
185:12 216:8 217:11
act
84:4,7
action
11:25 72:22,24 160:14 166:15,17 167:1 188:22 192:19 195:25 196:4 239:19
actions
12:1 31:14 131:6 197:9 219:5
active
200:8
activities
166:7
actual
165:4 226:23 237:18
adamant
211:19
adamantly
215:25
add
75:20,22 76:15 80:9 86:2 87:8,11, 18 88:11,24 89:1, 10 90:11,20 122:21 136:9 145:9 170:10
addition
176:4
additional
88:13
address
16:2,4,8 28:4,7 139:8,9,15
addressed
163:2 226:7
addresses
36:6,12,13 37:5 134:4 136:5 138:5 139:2 150:20 180:13
admission
6:23
admit
7:4
admitted
7:4
adopted
50:14
advance
178:17
advice
120:15
advise
235:24
advised
135:18 241:6 243:14
advising
135:24
Advisors
157:24
affairs
85:13
affidavit
181:19 189:7
affiliated
26:1 236:24
agenda
152:18 161:15
agent
154:8 230:6
ages
18:7 19:19
aggressive
166:15,17,25 188:22
agree
46:18 95:18 113:6 114:18 141:6,8 142:9 176:10 203:17 204:5 206:19,20 208:7, 10
agreeable
117:16
agreed
10:18 34:15 72:2,6 132:1 194:23 208:5 217:10

agreement
44:25 56:1 106:3 127:12,15 148:9, 10,11 153:17 198:21,23 199:15, 21 202:22,24 203:3,9,22 204:11, 17 205:6 206:4,12 214:8 215:8

agreements
198:6

ahead
100:24 109:5 169:25 198:17

Alben
68:18 69:8,16 71:23

alcohol
8:22 137:6

alcoholism
9:14

aleck
119:1

allegations
76:22 77:2 193:19 220:14

allege
197:18

alleged
77:1 192:19

alleging
194:15

allocated
233:11

allowed
7:12,20 105:21 119:19 243:16

alternative
223:15

Amanda
36:8,22 37:7 38:13 40:11 50:14,22 51:8 52:5 102:1,2 115:17 123:3 126:3,12 138:4,25 151:3,16 165:14 171:3 202:9,10 230:13 236:21 237:4,13,18 239:3

amend
119:24

amended
5:1 6:11 12:13 27:2,10 47:1 49:7, 10 71:22 84:17 85:5 105:24 121:4 122:7 167:21,22 191:9,20 192:4,21 193:12 197:12,21 198:2 201:12,19 205:7,11,20 228:25 229:8

amending
30:11 122:8 203:12

amendment
91:3

amenities
185:5,16

amenity
208:17

amount
33:21 95:5

and/or
66:2

Andrew
6:4 235:17

announced
129:21 161:10

annual
30:25 42:18 46:12, 14 66:8,10,17 68:11,13 211:19

answering
10:21,23

answers
178:24

anticipated
205:4

anyplace
107:20

apartment
60:2,8 104:17 196:13 213:7

apparently
169:13 194:18

appearance
66:13

appearances
5:16

appeared
31:9

appears
139:1 158:24 159:6 180:12,22 199:20

applies
179:2

apply
137:15 178:18

appoint
128:8,10

appointed
63:8

appraisal
67:19 68:3,5 95:4 157:21 158:11

appraisals
144:6,10,16

appraised
78:5 95:2 99:10 158:1 214:6

approached
154:16

approaching
127:6

approximate
19:18 228:11

approximately
201:11 223:3

April
12:18 46:11 89:3 165:23

architectural
81:24

area
55:5 104:15 137:5 185:7 189:24 222:20

arguments
46:23 67:15

art
119:4

article
135:24

Ashley
17:24

aspects
124:24

assess
215:6

assessment
42:23 46:2,15,25 47:10,20 62:2 82:9 83:10 114:3 159:22 240:5

assessments
37:18 42:22 61:25 80:19,21 82:11 113:25 217:14 236:17 237:3

asset
208:17

association
39:17 64:22 86:10, 16 92:8 158:19 186:13 199:5 204:18 235:24 237:25 238:9,25 239:11,12

associations
51:24

assume
9:1 10:22 88:3 130:24 223:9 237:23

assuming
9:19 150:8 193:9

assumption
78:21,23 85:25

assumptions
88:1

Atlantic
22:2

attached
97:20,23 98:6,7,13 150:7 161:14

attachment
145:17

Attachments
198:13

attempt
138:4 181:23

attempted
53:23 62:15 64:15 182:24 205:22

attempts
63:11 205:21

attend
66:1

attendant
209:6

attended
66:7 92:13

attorney
10:5 25:19,25 31:5,8 37:21 51:20 66:24,25 79:13 88:23 116:23 152:20,23 168:21 184:9 229:5

attorney-client
7:21

attorneys
37:8 52:18 115:12 122:19

audible
7:25 8:8

August
15:10 160:7 233:17

authority
47:2 192:22 207:16

authorization
83:6 147:11

authorize
132:13

authorizes
113:23 114:3

automated
51:12

automobiles
106:6

avenues
42:5

aware
32:2,6 33:10 34:4 52:7,8,11 68:2,22 71:10 72:10 75:12 76:16 77:1 108:15 122:3 179:3 194:5, 7 220:15 228:22 232:21 234:20 236:23 237:24 239:10

AWR
242:3 243:3

B

back
16:11 33:3 45:17 46:1 47:13,20 48:4,16 49:5 50:1 54:5,7 61:7 63:5 73:25 74:18 77:18 79:12 80:2,18 85:25 86:20 88:18 90:15 95:4 97:23, 24 99:8 100:10 105:19 117:25 125:8 129:1,12 133:3 136:3 143:24 144:2 147:9 156:7 163:16 168:5 181:19 184:23 192:3,23 193:1 194:8,12 196:19 197:25 203:10 204:10 205:21,22 212:9 214:3 216:3, 14 222:4 227:18 228:19 229:15 231:3 232:20

234:19
bacteria 107:14
bad 110:5 131:16 174:1
balk 48:7
ball 169:15
ballot 217:1
bands 168:9
bank 59:9 169:20 237:15,20 238:10
bank's 239:13
bar 59:2,6 136:23
Barnes 36:8 38:13 48:11 101:20 114:25 115:12 134:5,17 236:21
Barr 6:6,13 7:12,16 8:16 10:17 13:14, 17 14:17 66:3,14 71:16 81:15,19 87:4,9,17 91:6 97:16 112:18 116:19 121:15 122:19 126:16 146:10 153:4,5 159:21 170:6 171:13 178:11,14 179:11,15 188:25 189:3 240:25 241:5
based 51:12 56:12 76:22 93:14 108:10 155:23 158:12 171:1 209:2
basic 225:11 230:17
basically 9:23 10:2 14:23 92:14 95:1 99:15 154:19 155:16 202:23 208:6
basis 109:8 117:22 218:3
Bates 75:1,6 112:11 177:19 188:25 198:9 231:9
bathrooms 54:2
Beach 16:13 20:12,14 23:10 136:21 186:5,8 209:14 228:2
bearing 98:15
beg 46:21
began 33:21
begin 145:1
beginning 55:25
begins 76:5 145:1 156:14 166:15
behalf 6:5,14 199:6 200:1,5,12 235:18
bell 39:3 57:25
bells 34:1 57:23 58:13
Ben 18:1,7,9
Bessent 5:5,9 12:4,19 17:18 18:1 19:6, 13,16 28:10 61:7 88:18 146:23 178:22 189:8,17 198:12 231:13,16 242:2,6 243:12
big 77:5 101:23 132:15 149:1 158:14 222:12,15
bigger 233:9
biggest 217:25
bill 37:17
billing 37:19,20 61:25 126:11 140:3
bills 37:23 55:13 56:7, 8,11,12
binding 199:21 204:11
bindings 192:10
biology 20:22
birth 20:7
bit 40:21 135:5 152:11 217:22
Bjerke 242:3 243:2,13,24
blah 114:1 240:9,10
blind 172:4
block 181:13
board 5:24 10:13 13:20 15:3,6,12,20 27:7, 11 28:17 30:18 34:6,9,16,17 35:2 37:13 38:14 43:5, 16 46:16,18,25 49:7 50:4,8,9,19 51:8,10,13 63:8,9, 16,20 67:21 69:1 71:13,17 72:15 73:2 74:1 75:15 77:14,18,25 80:3 81:13 83:3,6,12,24 84:21 85:12 86:8, 12 89:13,22 90:13 99:13 101:20 105:17 107:3 113:25 115:2 118:5,6 125:14 127:21,25 128:6,7, 10 131:5 132:13 135:13,21 138:11 141:4 142:6 144:8 148:24 151:11,15 154:2 161:13 163:22 167:6 180:3,4,12 186:1,2 191:18 195:20 196:18 208:6 210:20,22 211:24 215:24 216:21 218:17,18 235:24 236:13 237:12 238:25 239:7 240:11
board's 73:5 85:2,7 114:22 127:7 166:7
board/you 182:23
boards 82:14
boat 15:22 28:19 29:1 44:7 54:18 60:20 69:12,14 105:20 106:9 113:11 131:4,18,20,22 186:14 234:16,17, 22
boats 106:6,15 154:25 155:10 181:12,13 187:1 209:11 226:6
Bobby 5:25 235:11
bomb 14:1
book 175:10 199:22
booms 108:13,17
born 20:7
boss 36:17
bottom 137:21
bought 13:1,3 21:19 22:3 25:4,16 26:5 34:7 39:13 54:8 56:23 57:12,18 58:6 69:10 173:8 187:2 191:22 196:6 228:19 234:6
bound 192:9 205:6
boundary 11:5
box 221:24 222:3,12, 20 223:11,21 225:16
brain 162:13
brainstorming 122:3 166:19
Brandner 123:6
break 61:3,8 88:14,19 146:19 175:23 208:19,24 229:12 235:13
breaker 225:16
Brian 44:9
bridge 99:21
briefly 67:9 74:14
bring 27:25 31:24 47:20 79:14 157:2 179:7
bringing 141:4
brings 33:12 53:8 125:22 160:11,16,20
broad 210:15,16
brochures 185:14 186:21
broken 202:19
brother 19:7,9
brought 30:25 67:5 152:3 162:24
Bruner 38:18 76:9 77:11
BS 20:22
bucks 223:5
buddy 69:20
budget 47:15 83:9
build 137:4
building 23:16,17,20 53:9, 17 60:2 81:6,11, 13,23,25 82:2,8,10 83:19 92:19,24 101:9 136:23 146:14 187:24 188:3 192:13 194:21,22 214:22 217:19 219:10

223:25 225:17,18 229:22 230:19,20

built 136:23

bunch 65:19 103:24,25

burdens 84:7

business 28:8 59:22 70:6,8, 10 143:2 208:8 209:21,22 213:13 227:9

businesses 208:10 227:8

busy 69:25 70:6

buy 34:24 62:15 86:19 101:11 153:17 215:6 226:19 238:15

buyer 65:10 90:7

buying 35:4 144:9 238:11

bylaws 84:10 120:25

C

C-21 65:4

C-22 65:4

call 22:11,20 28:21 32:4 36:16 39:16 78:11 129:25 138:20 164:23 174:20 213:2 229:25 230:18

called 9:17 14:19 21:8 22:1 37:10 53:10 59:15 72:21 81:3 93:1 121:17 132:1 159:17,20 173:12 197:10

calling 94:9 113:1 128:19

calls 37:8 88:23 111:18

Camp 91:18,24 92:7 144:18 168:1 198:10,13 211:6, 17 219:1,25 220:8

capacity 10:23 11:10 29:18

Capers 6:6 32:6 53:4 66:3, 14 72:5,17 88:1 103:17 116:22 135:17 145:13 146:13 153:4,5,8 166:22 171:13,16 184:6

Capers' 120:15

capital 38:25 39:1 169:22 194:3,15 195:9

CAPTION 242:4 243:3

car 70:7

card 148:23

care 157:23

carefully 49:15 91:15

Carolina 7:9 52:3 84:4 117:22 199:5 243:13

carry 229:21

cars 106:15,16,17

cart 218:20

case 11:4 31:9 32:4,21 33:8,20 35:25 42:15 58:8 68:23 71:11,15 72:21 101:24 137:6 152:2 187:16 190:8 193:9,13 194:16 199:7 204:5,13 206:11 209:20 213:20 214:2,11 220:19 230:24 235:7 239:20,24 240:2,3 242:4 243:3

cases 11:7,13

casually 70:24

catastrophe 101:24

categorically 208:12

caught 126:6 127:5 130:10 214:17

Cay 5:2,14,24 6:22 9:24 10:2,14 16:19 23:13 24:23 25:2, 10 29:18,19 30:12 32:3 33:17 35:2,10 41:3 42:14 43:9,23 44:18,20 46:17 53:2 61:9,15 64:9 67:18 68:21 69:1,9 107:2 123:19 131:16 136:2 153:15 157:23 158:20 163:22 165:22 168:6 170:17,19,22 176:11 197:11,18 198:25 199:3,11 200:1,5,13,15,23 203:22,24 204:8 207:17 242:4 243:3

Caye 74:4 135:23 136:1, 17 181:15

cc'ing 77:11

Central 23:17

certify 242:7 243:13

cetera 53:16 101:24

chain 87:25 174:20 206:17

chains 87:8

chance 18:19 19:24 33:6 44:11 75:24 80:5 231:20

change 8:12,13 36:20 70:7 89:8,10,16,17 120:1 121:12,23, 24 122:5 162:20 163:6 206:7 242:9 243:5

changed 51:24 120:18,19 159:21

changing 97:5 120:11

charge 42:24 50:21 124:23 125:11 155:16

charged 84:21

Charleston 16:7 17:13,22 18:21 20:18 22:24 70:8 173:4 239:21

Charlestoncounty.org 202:14

Charlestoncounty.org. 201:25

chart 188:24

chat 138:21

cheap 103:9

check 113:24 162:9,20, 25 239:16

checked 107:16 163:12

checking 99:10

chloroform 141:22 160:24

chronological 161:7

chronologically 152:6 170:4

chugging 122:24

circling 46:1 100:10 156:7

circuit 40:20

citation 110:7,11

citizen 233:20

city 228:1

civil 11:25 12:1 178:16 243:16

claims 77:2 115:10 221:9

clarification 177:10 198:21 235:23

clarify 50:11 120:12,24 121:17 182:18

clarifying 89:19 101:9

clarity 183:5

class 72:22,24

classes 20:24 83:22

clean 145:3

clear 181:23 215:20

Cleveland 6:1

client 171:14

clients 171:14

clogged 177:11 180:21,25 181:7

close 144:22 234:15

closed 68:12 144:3 169:25

closing 25:15,22 26:3,11, 19 34:14 37:8,15, 21 38:1 48:16,18, 23,24 57:4 214:21 215:1 229:5 233:16,18

closings 37:25

club 78:10,11 92:23,25 94:7,9 199:14 200:6 203:23 210:13

co-counsel 5:21 176:4

co-owners 5:3 9:25 10:2 25:19 31:7,9 33:17 35:3 36:1,25 55:13 61:10,16,21 62:15

67:19 74:3 81:12 82:7,18 83:18,20 84:2 85:14 94:10 120:5 133:13 142:16 144:8,10 153:16 157:23 158:21 166:4 176:12 199:3 200:13,24 201:2,5 203:14,23 215:10 216:14

co-owners' 6:23 31:8

coffee 167:10 227:1,2

coincidence 102:11

coliform 107:13 108:23 109:7

collect 113:25 170:25 238:16

collection 52:2,12 151:12 170:21

collections 31:17,18 50:13,14 51:7,23 52:21,24 53:2 115:14 125:24

collects 50:24

college 20:16,18 21:5 208:15

Collin 38:18

Columbia 76:11 168:22

combination 161:21

combine 89:6

comfortable 47:21

commencement 6:25

comment 48:9 123:1 233:10

commenting 232:23

comments 41:20 46:23 97:19 232:5

commercial 95:4 104:11 119:18 120:13 121:18 142:18,19 159:5 162:22 208:8,22 209:23 210:14 212:2

commission 181:1,2,8 243:24

common 27:22 30:23 187:19,20 188:15, 18 190:1,5,11 191:2,3 205:15,18

communication 138:14,23 221:22 232:9 234:10

communications 138:12 146:9 170:6

community 30:23 31:1,15 35:7 86:9 88:9

companies 102:4

company 21:14 22:7,9,15 152:1 169:16 201:24

comparison 85:21 121:9

compile 135:1

compiled 209:19

complained 132:1

complaint 32:23 165:16 196:23 224:9 240:9

complaints 195:3,16 220:14, 18 226:11

complete 201:5

completed 169:14

completely 219:5 232:1

complex 162:22

compliance 124:12,13,22,25 125:6

component 162:21

comps 123:7

concede 208:6

conceded 208:5

concern 162:25

concerned 141:16 159:4 174:15 212:14 233:20

concerns 168:6

concluded 241:9

concludes 118:13

conclusion 12:16 118:9,11 157:25

condemned 227:18

condo 5:14 23:12 25:1,7, 8 29:19 39:17,21 69:10 71:7,8 86:10,15,18 92:8 93:2 94:8 97:5,6 105:22 106:3 144:9 145:2 157:23 168:6 195:11 211:24 218:2 219:1 230:9 233:23 234:23 237:25 238:9

condominium 54:8 56:24 196:11

condominiums 54:6,7 64:9

condos 39:21 64:12 69:3 71:7 78:12,14 86:15 233:21

conference 73:14 178:3 231:25

confirm 238:24

confirming 101:4

confrontational 67:12

confusing 183:6

congenial 29:9

conjunction 94:15

connected 53:9

connection 74:13 75:24 102:13 143:4,5 173:18

consensus 210:21

consent 100:24 120:15

consistent 196:14 208:23

consisting 104:11

consists 73:24

constructed 196:12

construction 155:4

consummated 96:24

contact 57:17 70:2 90:18 91:24 110:13 130:1

contacted 72:5 153:8

contacts 150:20

contained 77:10 79:6 91:3 203:9

contemplate 209:5

contemporaneous 78:6

contemporaneously 48:23

contend 7:3 192:20

contending 142:15

contention 197:9

contest 34:8

contested 194:25

continue 32:15

CONTINUED 243:1

continuing 32:14

continuous 127:13

contract 133:22,24 214:8 215:9 216:13 238:6

contribute 82:9

contributing 207:8

control 81:24 201:5,7 222:15

controlling 201:2

controls 225:17

controversy 137:7

conversation 13:25 30:4 31:3 208:4

conversations 7:21 13:21,23 14:14,17 28:24 29:20 38:21 71:16 211:13 218:25 234:25 235:4,5

conversion 53:21,22 196:19

converted 23:22

conveyed 205:22

convicted 9:11

copied 93:24 172:3,4 180:12

copies 178:1 230:10 238:21

copy 26:21 27:4 48:19 49:4,11 84:16 85:10 100:9,17 112:19 180:6

191:7,14 192:7,9 198:7 230:21 231:23 236:15,18, 21 237:9 238:23 239:7

corner
75:2 161:24

corporate
176:15 207:21

corporations
84:4,8

correct
17:14 23:20 24:20, 25 25:19 30:19 31:2,25 32:9 34:22 36:9,14,18 37:5,18 38:6,8,11 40:16 41:25 43:5,14,16, 23 44:15 45:24 47:3 48:20 51:22 52:19 53:14 54:2, 3,12,23,24 57:4 58:21 59:23 60:14 62:16 64:18,23 67:15,16 73:3,6,10 75:16,17 77:3,8, 15,16 78:2 79:15 82:20 83:7,13,20 84:18,22 85:3 86:3,4,24 87:5 96:20 97:6 102:14 104:17 106:14 109:17 111:11,12 112:3 113:8,16 114:25 116:8 121:4,10 122:1,16 124:1,9 125:9 127:12 130:19,23 133:7,20,24 139:16 140:4,17 141:10,12,13,18, 19,23 142:7 144:4, 20,23 146:10 147:8 151:1,18 153:4 158:21 163:23 164:2,6,15, 16 165:6,17 166:13 167:21 168:12 173:12 174:20,23 175:1,5, 14 176:16 177:11 180:6,9,14,16,19 183:22 184:1,2,4 187:20 188:3 192:23 195:11,13 196:25 198:25 199:23 200:24 203:19 204:8 211:7 215:23 224:5,6 226:8 227:14 228:5

corrections
242:8

correctly
52:7

correspondences
171:12

cost
102:22 212:17 223:3,10

costs
209:5

cottages
23:9

council
5:3 6:23 9:24 10:2 25:19 31:6,8,9 33:17 35:3,25 36:25 55:12 61:10, 16,21 62:15 67:19 74:3 76:21 81:12 82:7 83:18,20 84:2 85:14 133:12 142:16 144:19 153:16 157:23 158:20 176:11 199:3 200:13,23 201:2 203:14,22

counsel
190:7

count
11:22,23

counter
95:8

counterclaim
6:2

counterclaims
152:1

counteroffer
99:9

counteroffering
95:8

counterproposal
95:5

county
17:13,22 18:21 20:4 22:24 173:4

couple
13:21 21:20 27:7, 16 51:24 55:8 74:6,15 81:7 102:3 111:21 181:5 182:3 216:17 226:24 234:25 238:20 239:25 240:16

court
7:9,24 8:15 51:25 52:4 181:20 182:19 183:7,18 226:8 243:17

covenants
47:6

cover
198:20 217:18 230:19

coverage
230:4,17

covered
226:10

crawlspace
223:24

create
81:4 104:14 205:23

created
104:10 162:22 169:7 197:19

crew
21:12

critical
136:25 137:4,10, 11

criticisms
195:4,16

crowd
58:4 63:10 109:25 110:1 111:3

CRR
243:24

cruising
186:14

cup
167:9

curious
18:23

current
36:21 37:1 195:5

currents
131:15,19

cut
140:8 147:18,20, 21 149:9 221:14, 16 224:16

D

D-1
13:3,10 24:25 25:4,16 26:15 185:13 186:23,24 228:20 231:6 232:12,15

D4
37:10

damage
47:13

Dan
71:1,24

dances
168:10

Daniel
44:9

data
174:17 209:3

date
20:7 25:12 41:23 52:16 57:14 115:22 125:13,16 140:2 158:8 164:3, 4,9,17 196:16 200:25 205:9,10 226:21 228:12 232:8 242:2 243:2, 12

dated
5:3 165:12,13 189:8 198:13 231:13,16 239:18

dates
147:17 194:10 205:24 225:5,10 234:5

David
6:1 96:8 99:12,18 100:16 138:10,22, 25

David's
118:3

day
14:2 15:2 34:13,14 51:16 68:13 83:1, 18 85:8 114:20 131:20,25 140:19 149:16 162:15 165:7 172:21

day's
132:3

days
16:3 42:12 50:18 51:17 55:3 60:4 74:7,15 105:13 125:8 140:23 165:15,19 243:16

deal
132:15

dealing
148:22

dealings
28:10,12,15 29:16 31:4,11 38:17 58:17

dealt
130:3 231:21

Dean
31:5,8,11,24 52:21 53:6 76:10 77:12 168:21 170:19 192:2

debate
213:19

Debbie
123:6,11,18

Debbie's
123:19

debt
171:6

decades
118:1

December
234:6

decide
215:5

decided
46:25 63:1 103:7

decision
51:10,11,25 73:6 210:6

decisions
52:4

deck's
191:2

decks
171:24 172:18

declarant
192:20 193:6,10 194:5 197:10,15 199:10 201:1,4 203:24 204:14 206:14 207:7 234:21

declarant/seller
185:15

dedicated
106:11,12

deed
12:13 14:12 26:21, 24 27:3,10 30:12 33:6,11 46:19 47:1,2,5 48:19 49:1,6,7,10 58:5,7 71:20,22 84:12,17,

22 85:5,10,17,18 89:4,9,17 91:2 104:10,13 105:23, 24 113:22 114:2,8 119:25 120:19,25 121:2,4,23 122:7,8 128:6 152:21 166:20 167:10,15, 20 173:2,12 188:12 191:6,10, 20,21 192:5,15,17, 21 193:6,12 196:6 197:3,4,11,12,14, 22 198:1,2 201:13, 19 205:8,12,14,18, 20 228:25 229:8

deeds 28:23 93:15 173:19 174:2 214:12 235:19

deeds' 175:3

defendant 6:1 58:8

defendants 6:23 7:4 152:2 176:5

defendants' 65:3

defending 152:1

defer 224:4

deficiency 169:7

define 119:18 120:12,24 121:17

degree 20:21

delivered 152:8

demand 51:18 115:6

demanded 182:4

demands 125:21

denied 181:3 182:11 183:7,25 220:21 225:4,7

Denise 19:25

denying 224:7,24

depending 40:16

depends 180:1 208:12

depleted 103:8

deponent 5:15 6:18 7:2 242:1,2,5 243:1, 14,15

deposed 11:1,8

deposition 5:2 6:16,18 7:13, 19,25 8:12,16 9:17 10:12,17 12:8 13:19 14:2,18,21 16:15,20 17:3 32:14 45:5 74:13 179:7 241:9 242:2, 7 243:2,14

depositions 13:17 32:16 65:22 72:9

depression 9:14

depth 218:22

Derek 31:5,8,16 53:6 76:10 77:12 168:21 170:18 192:2

describes 131:4,21

description 174:12,13

Descriptions 189:16

design 155:3

designated 106:5,17 207:21

designee 176:16

desire 93:18

destroyed 220:20

detail 29:2 97:2

details 14:25 65:12 80:9 81:10 120:3 122:4, 6,13 145:14 217:4

determination 119:19

determine 174:5

determined 10:3

determines 83:18 143:11

developer 193:11

developers 200:17 203:16

development 132:25 164:23

DHEC 109:25 110:1,7 111:2,7 112:3 141:16 228:7 234:10

dhec.sc.gov. 233:3

diesel 212:7

differences 29:7

diligence 214:10

directed 41:8

directive 216:11,16

directly 240:3

directors 5:24

dirt 93:4,7,19

disable 147:12

disabling 147:2

disagree 143:10 179:15,19

discontinued 61:24

discovered 197:3

discovery 77:5,6 149:2

discrepancy 206:9 214:12

discretion 114:22

discuss 8:16 63:4 161:18 162:9 178:23 241:4

discussed 35:6 62:25 71:19 86:22,23 87:1 93:21 150:22 162:10 163:2 171:17 210:3 218:16,21 238:10

discusses 117:1

discussing 111:14 144:5 165:1

discussion 77:4,17 78:11 86:14 95:23 96:19 110:17 148:2 149:11,16,18 163:11,12 170:15 171:19 178:20

discussions 28:20 31:23 45:9 56:15 72:15,20 80:8 90:8 94:21 95:1,10 116:18,21 126:16 147:2 151:2 172:1 239:10

dismantle 212:19

dispute 50:2 58:10 107:4 145:16 160:11 171:13 235:21 237:2

disputed 6:24

disputes 11:5

disrepair 81:7,11

dissatisfaction 129:14

distinctions 10:19

divided 48:1

dividing 219:16 220:1

divorce 11:22

divorced 70:20,21

dock 5:15 29:19 124:16 131:5,14,19,24 132:9 148:10 170:17,19,22 185:16 186:22 187:17 191:22,24 193:15 195:22 196:17,18 209:22 212:22 226:5 229:20 232:5 235:24 237:25 238:9,25 239:11, 12,20,24

dockmaster 43:22 44:22,25 45:2,17 60:5 67:6 98:2,5 102:25 104:12 143:3 189:24 213:1

dockmaster's 228:4

dockominium 13:2 27:21 28:2 53:20,22 56:24 169:8

dockominiums 12:21 25:6 26:22 39:10 40:3 207:10

docks 27:23 28:22 30:16, 22 42:19 63:12 86:13,16 110:10 123:10 131:17 132:22 146:3 154:17,20,21,22, 23,24 155:5 159:5 161:10 190:16 193:21 205:14 226:4 229:22,25 232:22 238:2,13 239:13

document 49:23 75:25 76:13 96:11 104:22 105:15 110:23 115:22 120:20 123:8 131:1 148:13 153:11,13 154:14 156:15,18 157:19 158:2 165:25 172:14,23 173:6 175:2,7 177:5,16,18 178:15,23 180:13, 19 189:10 199:22 205:9 206:19,23

documents 38:20 68:9 76:19

101:19 103:14,20 104:21 148:25 149:1 167:3 171:15 178:9 179:2,5,8 209:4

dollar 47:7 114:4

dollars 223:6

Dolph 6:3 28:12 132:1,2, 12 135:15 147:18 149:9,14 158:25 161:24 184:5,8 194:18 219:6 225:9

Dolph's 155:10

Donna 151:3 185:3

doors 71:8

double 209:16

doubt 135:8

doughnuts 227:2

draft 89:8,10,17 91:2 107:2 152:18 153:20,22 158:24 159:6

drafted 133:24

drawings 67:5,8

drawn-out 71:24

Drive 16:4

drop 142:6

dropped 14:1 95:6 169:15

drug 9:14

drugs 8:22

DS 22:1

due 214:10

dues 61:13

Duggan 66:2,7,16 67:3,8 116:19 126:16,25 170:6 171:13

duly 5:6

Dunes 154:11

duties 84:7,9

duty 113:25

E

E-4 13:9 26:7,17 228:11,23

earlier 63:23 65:1 69:12 73:8 75:12 77:1 82:15 84:15 87:2 93:1 95:22 105:19 116:14,17 121:3,7 126:9 128:18 129:9 133:23 134:16 140:3 141:15,21 145:4 148:8 149:2 151:6, 11 155:23 158:18 160:19 163:17 164:24 170:14 183:6 234:24 236:14 237:8 239:17

earliest 60:4 232:15

early 42:11 67:23 69:9 125:8 153:8 187:2 205:12

easement 92:15,18,21 93:5 145:3,4 188:2,9, 11,14 190:25 191:1 192:12 202:24 203:3

easement's 11:16

easements 119:5

easily 120:5 134:17 138:14

East 16:13

easy 36:5 38:10,12 83:12 134:18,19, 20 138:14

eat 213:24

economic 209:18

economically 208:7,17

economy 209:9,14

Ed 43:18,21 79:24,25 80:7 98:8 102:24 108:18,24 109:2,9, 13 110:17 124:8,9 129:2,21 131:24 132:11,25 133:3, 15 134:25 145:11 146:3,14 150:8,9 160:19 184:5 221:25 225:8 238:21

Ed's 124:24

edict 135:14

edits 158:25

educate 123:23

education 20:10,23,24

effect 30:2

effected 155:18

effective 205:10

efficiency 60:2,7 104:16 196:12

efficiently 143:2,3 213:4

efforts 170:21,25

elected 34:16,17 63:8 128:15 161:12

election 34:20 128:7,16

electrical 221:24 222:3,9,12, 15,25 223:11

electrician 224:1

electricity 55:23 222:19

element 27:23 188:15 191:3

elements 118:21 187:19,20 188:18 190:2,12 191:4 205:15,18

elevation 168:22,24 169:9 170:1

elevations 169:10

Elliott 18:3,5,8,11

email 28:4,6 30:2 36:13 74:6 77:11 78:18 79:9 80:5,11 85:24 86:7,24,25 87:8, 20,24 88:21,25 91:8 92:16 93:24 94:1,18 96:8,10 97:14 101:3 105:16,17 114:14 119:12 123:5 127:11 131:7 135:20 136:13 138:10 139:1,8,9, 15 140:7 142:4 145:14 146:6,10 149:21 150:5,7,8, 12,19,20 154:16 180:5,6,8,13 182:16 184:25 198:10,12 231:12, 15 237:9,17

emails 65:20 76:5,8,10 79:12 87:3,14 89:3,5,11 92:7 96:9,11,19 97:2,18 104:3 112:8,25 116:20 123:6 132:19 138:3,5 141:11 147:10 150:22 156:6 167:25 172:4 231:2

embarrassed 15:24

Emerald 6:5 57:20,22 58:5, 7,14 173:5 235:18 236:25

emergency 143:7

employee 133:11

enacted 183:20

encourage 37:3

end 8:16 149:10 233:12

ended 21:12 45:17 49:11 58:9 114:19 233:6

engine 212:7

Engineering 21:15,23

enter 92:9

enterprise 208:22

entire 49:1 101:3 187:22, 23 198:11 230:19 238:25

entities 34:5,7 61:17 68:12 123:9 127:20 193:19 196:23 197:25 214:4 226:17 227:13 236:24 238:3

entitled 13:13 135:10 178:24 179:18 198:20 203:18

entity 61:11 193:11,13 197:10,15

entity's 176:15

environment 110:6

equipment 55:7 108:12 117:8 125:2 143:7

Erie 16:13

error 197:3,5,8

ESP 21:15

essential 104:12 162:21

163:7
established
87:9 117:7
estate
26:6 153:18 154:8 215:18
estimate
79:22 216:6 236:9
evaluate
102:4
event
206:10 229:7 232:20 234:18
eventually
100:14
Everybody's
69:25
evicted
41:9 107:19 111:16 194:19
eviction
196:25
evidently
118:3
ex-wife
70:21
exact
179:9 216:21 226:21
EXAMINATION
5:7 175:20 235:15
exchange
221:22
exclude
53:24
excluding
55:6
excuse
74:8 146:1 148:10 154:22 158:20
execute
243:15
exercise
179:25 182:24
exhibit
5:1 6:19 9:18 10:4, 9 32:11,12 35:20 65:16 73:21,23 74:9,21,24 75:6, 18,20,23 76:4,12 78:16,17 79:6,20, 22 85:23 87:6,12 88:19,20 89:2,8,11 90:1,2,5,17,21 91:3,9 92:6 93:23 94:16,17,19 95:11, 15 96:6,12 97:13, 23 98:5,23 101:2, 13,14,15,17,18 103:3 104:25 105:16 107:1 112:5,6,19,22,23 113:9,11,12 115:5 116:15 117:1,12, 19 119:11 122:18, 22 123:5 124:6 125:19 126:15 127:23 128:20 130:4,6 131:3 132:17 134:2 137:19,25 140:6, 24,25 141:1,2 142:3 144:25 145:10,19 146:24, 25 147:25 148:11, 20,22 149:13 150:5,7,18 151:24 152:17 154:15 155:22,23 156:5, 12 157:16,19 158:23 161:5,15 163:17 164:7,15, 17,25 165:11,23 166:9 167:24 168:20 170:4,5,11, 17 171:9,11 173:1 176:19 177:23 189:2,3,7,16 198:11,12,19 202:22 206:12 231:12,15 236:15 240:8
exhibits
32:15 65:20 68:9 73:17 75:9 79:10 89:6 103:23,25 141:17 150:11 152:5 160:5 171:9 231:11 236:14 237:8 238:21
existed
187:5
existence
229:20
exists
187:10
expanding
232:22
expansion
196:19 231:4 233:7
Expectations
209:6
expected
72:19
expects
6:18
expenditure
83:6
expenses
56:2 208:20 217:18
experience
21:5
expert
11:12 166:9 224:2
Expires
243:24
explain
138:7
explained
72:18 158:8
explanation
140:12,13
extensive
82:23
extensively
49:13
extent
238:5
exterior
82:2
extra
231:22
eye
127:6

F

face
211:11
face-to-face
28:20,24 29:8 234:25
facilities
111:15,22
fact
121:6 149:14 183:8 184:2 196:24 200:9 219:15
failed
208:10
fails
243:15
fair
9:1 78:21,22,24 171:6 176:12 218:4
fairly
51:12 52:3,16 105:11 151:23
fairways
131:16
fall
153:18
falling
56:16
familiar
54:20 172:7 181:21 187:1 203:2 219:17,19
family
17:21 142:23
Farmer
5:22 6:3 28:11 29:20,24 30:5 53:23 55:23 62:6 63:11 67:7 90:6,19 95:4,12 97:21 98:20 99:7 102:14, 16 110:9,25 111:3 115:10 123:9 126:5 127:20 130:10 131:6 135:9,15 141:12 142:4,10 144:22 146:9 153:23 154:17 158:25 159:15,17 161:11 176:6 181:12 182:9,22 183:21 189:22 193:19 194:18 196:22 197:24 214:4 219:6 220:15,19 221:10 223:21 226:12 235:1,5
Farmer's
34:5,7 54:1 61:11, 17 66:23,25 68:12 125:25 134:3 171:20 227:13 235:20 236:17
Farmers
42:5,10 194:17
fashion
184:18
faster
40:21
favor
204:18
February
170:19 196:7 198:24 205:9 206:10 236:18
fecal
107:13 108:23 109:7 141:22 160:24
fee
133:20 151:4 237:14
feedback
42:18 46:24
feel
62:11 119:15 132:8 178:19 217:3 218:19
feeling
126:19 127:6
feels
178:23
fees
31:19 50:21 114:1 237:15,21
feet
233:12
fell
56:20
fellow
28:11 38:18 127:24
felony
9:11
felt
41:18 119:16 214:7 217:23
fields
224:2
figure
34:3 47:8 173:20 210:4 212:19 223:10
figured
97:15 154:10 156:13
figures
114:5 209:8,19
file
48:12 73:6,9
filed
27:10 32:3 41:25 56:1 61:16,18 72:15,21 116:3,5 140:9,17 164:10 165:16,20 181:20 191:13 193:11 195:25 199:21

204:12 205:25 239:12,21 240:2,9 243:17
filing 192:21 197:21 201:12 239:19
final 159:8
finally 100:20
Financial 238:11
financially 217:24
financials 123:2 125:20 239:4
financing 214:9 215:15 236:24 238:11
find 37:22 45:16 51:3 74:21 85:2 129:18 135:7 166:23 179:9 219:22 231:1 242:7
fine 5:11 12:22 26:14 45:3 83:15 112:21 113:21,23 151:4 207:23 217:24 220:13 221:5
fined 221:2
fines 114:1
fingertips 134:25
finish 16:25 110:4,22,24
finished 60:15
fire 230:15,18
firm 22:1 104:8,9
fishing 69:20,21 212:10
five-minute 61:3 229:12
fix 83:12
fixture 44:21
fizzled 94:14 95:1
flat 114:20
flies 46:6
Flint 194:3,14
flipping 49:3 147:9
floating 209:15
flooding 80:25 81:2
floor 53:17 120:13 179:22 187:24 213:3 217:18
fluctuate 35:15
fob 147:12,22 224:13 225:13
fobs 147:2 148:21
focus 230:3
folks 40:2,10 43:12 59:12 74:3 77:18 82:8 91:24 92:9 138:5 163:22 168:1 202:11 210:23 224:4
follow-up 176:8
follow-ups 175:22 229:16
Folly 16:13 23:10 136:21 154:11 186:5,8 209:11,14 228:2
food 137:6 226:19
foot 158:2
footage 56:13
foreclose 239:11
foreclosed 57:13 77:22
foreclosing 63:11
foreclosure 30:15,21 31:12,13 32:3,21 33:8,22 75:13,15,19 76:8, 11 77:19 125:7 156:8 169:19 173:9 228:17 237:12,14 238:14 239:14
foreclosures 33:14 174:15 227:15
foregoing 242:7 243:15
forest 32:18
forgetting 16:17
forgot 20:6 120:20 216:19
forgotten 147:4 232:2
form 41:20 91:10 98:18
formal 20:23 41:7,13 238:5,6
formation 203:13
forthcoming 61:19
forward 138:4
forwards 239:3
found 87:2 129:3 214:12 228:2
frame 80:20 96:20
frankly 212:4
free 53:16
frequency 109:12
frequently 160:19
Friday 145:13
friend 68:21 69:7 70:23
friends 69:17
front 149:15 176:20 221:23
fuel 5:14 27:23 28:22 29:19 30:16,22 63:12 86:13,16 107:15 108:14 110:10,14 111:3,7 123:10 125:2 131:5,14,19,24 132:9 154:21,22, 23 155:2 161:10 170:17,19,22 185:16 186:22,23 187:17,18 193:15, 16,21 203:18 204:6,13 205:14 206:13 209:5,22 210:1 212:17,18, 21 217:19 226:4 229:19 238:2,13 239:13
full 60:10 234:1,3
full-time 22:21
function 162:21 163:6
funds 101:24
funny 15:21

G

gain 184:3
gajillion 73:17
gas 28:22 218:13
gate 212:3 222:12,13, 17 223:16
gathered 191:14
gathering 172:16
gave 26:20 45:14 50:22 52:17 57:19 188:8 192:3,6
Geiger 43:19,22 45:10 59:13 79:25 107:2 124:9 129:14 131:4 132:19 133:11,24 141:5, 25 148:9,13 150:9 154:16 155:15 160:8 181:16 221:17
Geiger's 44:14 129:17 238:21
general 14:6,14 27:12 29:4 42:17,20 77:23 86:21 90:15,16 101:25 209:14 210:19,21 215:11 218:15 229:24
generally 29:9 73:1 80:17 194:7 198:23 203:4 218:12 234:9
generated 96:8
generically 199:14
genesis 80:4
gentleman 68:17
gentlemen 18:13 211:18
George 28:11
get all 139:4
give 11:15 12:8 20:7 36:22 37:4 52:18 55:9 96:13 100:17 118:16 123:20 134:5,6 135:15 139:15 163:16 183:21 184:22 234:5
giving 122:20 146:13 182:21 190:25 191:1
glad 45:18 129:11
good 5:9 8:5 17:11 22:16 27:17 48:4 52:6 102:24 103:6

209:6 219:22
gosh
44:2,22
govern
85:13
graduate
20:13,19
graduating
21:5
graduation
171:20
granted
92:23 184:4 192:12 233:8 234:14
grantor
235:19
grants
92:18
Great
10:11,25 11:19 13:1 66:1 79:2,17 100:25
Grill
59:16,17 227:5
gross
206:22
ground
174:18
grounds
105:21
group
138:18 232:22
guess
9:6 27:12 49:11 97:8 102:2 123:11 126:13 128:2 132:11 136:12 148:13 162:2 163:3 191:5 197:14 202:9,15 208:21 209:13 211:6 230:2 234:15 240:19
guessing
44:23 79:11,24 153:14
guy
44:9 59:14 129:3 131:22 200:14 207:17
guys
132:11 147:15 210:17 212:5 214:15,16,18,19,
20

H

Hagy
127:24
hail
229:25
half
201:15 206:3 238:22
halfway
210:9
Hamlin
5:12,21 6:7 37:9 87:17 139:18
Hampton
18:3,7,11,15
hand
73:23 76:12 93:22 94:20,23 98:1 113:5 147:25 148:15 189:13 198:7
handles
115:17 151:17
hands
36:20 216:18
handwriting
145:23 155:25 156:2 166:8,12 168:1,2,3
handwritten
145:18 146:2 155:22,24 176:23 178:8 180:19 182:15
happen
108:1 122:9
happened
54:11 67:21 79:11 127:10 209:10 225:9
happening
227:23 233:6
happy
224:21
hard
10:18 49:11 174:16 202:3
harmless
204:17
hate
191:11
hazard
230:15
head
8:2,3,4 14:11 24:21 47:9 112:1 137:22 147:7 150:10 152:22 171:25 176:7 177:7 225:14 238:17
headers
79:9
hear
45:18 145:13 146:13 206:15,18
heard
27:13 34:3 35:2, 13,14 80:8 88:10 90:12 186:11,14 201:14 219:13,20 220:2,12 238:18
hearing
149:23,24 181:21
hearsay
110:19 137:3
heartbeat
185:2
Heatley
5:23 13:24 14:16 43:1 76:6 79:10,11 87:2,9,15 96:9
heavily
207:3
held
238:12
helped
59:12
helpful
114:16 207:25
helps
55:13 112:18
hey
37:9 48:11 50:3 123:20 124:18 239:20
high
20:11,14 137:10
highlight
167:11
hire
45:22 133:4
hired
152:24
hiring
132:19
historical
209:3
history
208:9 237:14
hit
108:3,6
hitting
6:1
HO
187:16
HOA
86:8,9,12,13,21 92:12,21 93:2,17 94:8 97:2,5,6 105:22 106:4 113:2 168:6 188:1 199:14 206:23 210:13,20,22 211:24 219:1,19, 25
HOAS
198:6
hold
22:11 111:16 115:4 176:21 204:17
holding
97:25 155:2
Holdings
6:5 58:7 235:18
Holiday
213:17
Holly
25:24 57:5
Holmes
19:12
Holmes'
20:1
home
16:2 142:11,18
homeowner
91:18
homeowners
118:20
homeowners'
51:23
honoring
117:10
hookups
155:5,7
hope
116:11 208:23,25 210:9
hopeful
214:25
hoping
117:13 223:12
horse
218:20
hour
61:3 79:1
hours
182:23
hours'
183:21
house
23:21 24:4 167:9
housekeeping
74:21
houses
16:21 17:4
How's
219:21
huge
197:3 210:2
huh-uh
8:1
Hull
15:8,14 49:12 63:15,17,20 64:8, 17 65:6,14 76:6 87:14 128:2 153:25 154:7 157:24 236:6
Hull's
67:24
hum-um
8:1
hundred
75:9 122:10 223:4, 6
Hurricane
47:13 80:23

I

I-n
17:19
ice
107:21 212:10 226:19
idea
40:1 118:1 119:17 120:15 122:3 123:21
ideas
119:22
identical

85:18
identification 5:4 189:8,17 198:14 231:14,17
identified 178:6
identify 174:17 189:19 198:11,18
identities 201:18
illegal 12:15
illegality 93:15
illegally 62:12 219:9
illustrate 130:11
imagine 72:3 146:6
impact 137:9
impetus 89:16
implies 82:1
imply 205:3
important 38:8 96:4 166:21
improper 12:14 192:19 193:14,21
improperly 62:12 193:23
inartfully 174:25
inception 214:22
incident 131:8
incidents 225:3,5
include 103:22 187:22
included 65:20 78:18,19,21 85:24 91:8 103:14, 17 123:2
including 35:16 53:20,21 104:11 204:5 235:25
Incorporated 21:15 22:10
incorrectly 43:21
increase 45:22
increased 133:19
incumbent 83:19
indemnity 204:17
independently 88:2
index 239:21
indexing 75:5
Indicating 152:25
indication 78:4 238:23
indisputably 188:18
individual 10:23 66:25 173:24 200:5
individually 5:22 10:12 11:1,3, 20 28:13 29:21,22 31:7 36:1 106:21 144:19 220:15,16, 19 221:10 226:12
indoors 223:22
inextensive 82:24
infiltration 107:16
inflammatory 114:15
influence 8:21
inform 37:12
information 26:11 27:12 32:5 33:16,21 36:23 38:3 40:18 42:3,6 54:10 60:21 64:14, 15 68:1 70:2 75:20 79:5 86:6 87:20 88:23 89:10 90:15, 16,18 91:4,5 94:19 99:2 108:10 111:18,20 113:2 118:7 123:20 132:18 135:1 137:13 168:23 175:4 201:22 206:6 224:14
informed 37:14 172:9
infractions 221:2
injunction 55:10 149:22 183:2,13,17 184:7 224:11,17 225:21 226:2
Inn 213:17
input 41:20 46:21
inserted 91:2
inside 225:16
inspect 109:21
inspection 109:20
inspects 109:22,25
install 150:14
instance 39:24
insurance 152:1 229:19,21, 24 230:15,18
intended 154:24 214:23
intent 166:22
intention 7:2 212:25
interest 50:21
interested 35:3 129:25 238:4
interesting 118:18 204:20
interim 193:20
interject 178:11
interpretation 179:16
intimately 45:8 75:14
introduce 5:18
introducing 164:23
invalid 12:14
inventory 111:24
investigate 216:23
involved 15:23 30:11,14 32:9 33:15 50:19 58:20 63:7,9 64:19 75:14 76:20 77:9 90:9,10 97:8 102:3 107:18 115:20,24 116:1 151:11,15 185:19 197:25 207:4,16 234:19 237:11
involvement 63:13,19 64:20 74:2 88:11 237:13
involving 30:15 31:14 64:15 75:19 87:15 102:14
Irma 47:14,23 80:24
Island 17:24 21:8,9,10,11 22:10 23:18 24:1 232:4
issue 27:22 103:13 113:11 131:4 135:23 146:8 148:15 151:10,12, 20 154:24 163:5 167:4 170:1 193:13
issued 117:23 182:19
issues 75:19 79:24 102:14 124:13 141:4,12,15,17 145:12 148:21,22 156:8 177:8 197:2
item 6:20 7:1 10:5 166:15 221:18
items 10:4 47:15 92:14 162:8,24 163:1 217:21
IV 153:5

J

James 17:23 19:16 23:17 66:2 171:12
Jamie 19:17,20
Jamie's 19:20,25
January 115:23 237:10
Jeff 5:23 13:20 43:1 80:7 236:3
Jeffords 18:20
Jeffrey 96:9
Jensen 25:24 57:5
jeopardy 107:22,24
jerk 149:15
Jiffy 70:12
Joachim 81:3
job 8:5 21:11 22:21 242:3 243:3
jog 39:6
jogged 88:7
John 20:2
Johns 21:9 24:1
join 94:10
joined 236:13
joint 94:5,10 98:19 99:19
joke 214:23

jotting
166:20

judge
33:6,10,18 83:17 143:11 149:15 173:24

July
76:17 148:12 158:9,10 168:20 236:18

jump
152:10

jumping
152:14

June
15:5,12 34:11 116:4 134:13,14 140:6 163:20 164:10,14 165:5, 12,13,16 232:10 239:19 242:2 243:2,25

jurisdiction
136:25

K

Kate
18:17

keeping
103:6

Kevin
5:20 176:2,3

key
224:13

keypunch
222:8

kick
143:12,15

kids
208:14

killing
32:17

kind
10:18 28:18 44:21 47:19 82:1 94:10, 16,17 99:10,18 100:23 101:5 102:9 107:20 111:15 119:12,16 122:23 124:22 125:23 126:20 127:13 138:15 140:12 147:4 150:14 156:13,24 159:4,24 162:12 163:24 164:1 187:4,5 206:16 207:3 212:25 219:5 224:23 227:16,17 229:23

kindly
75:4

knew
5:17 34:23 39:13 70:24 71:23,24 95:7 99:22 194:12 195:20 196:18 229:1,7

knowledge
6:22 10:13 29:21 30:24 48:7 54:15, 17 65:2,9 76:14 77:23 78:6,22 79:5 81:5 82:7,22 86:2, 21 89:21 90:20 93:6 109:20 156:11 198:3

L

L-a
39:1

L-a-i-n-e
19:12

label
75:1,6

lack
56:16 82:24 121:12 122:24 126:6 132:4 155:18

lady
38:24 51:6

Laine
19:12

Laine's
19:22

land
11:5,6 21:11,14 125:4 137:10 143:4

Lang
76:11 168:22

language
91:2 179:9

laptop
157:2

large
157:19 243:13

Laroche
38:25

lasted
14:2

late
15:7 50:18,20,21 151:4

latest
186:10

laugh
210:11

Laura
161:25

Laurie
15:7 49:12 63:17 157:24 158:8 192:6 236:6,13

law
29:25 30:6 95:13 119:1,5 213:20

lawsuit
11:20 12:9,10 61:24 72:14,22,24 73:6,10 93:9 115:20,24 116:3,5, 10 140:14,16 163:25 164:10 165:4,20 187:15 191:13 195:5,25 196:3 197:6 199:10 217:13 221:4 240:6

lawsuit's
210:9

lawyer
19:1 66:2,13 75:4 76:10 117:21 214:21 215:1

lawyer's
9:19

lawyers
53:1

leading
190:23

leak
81:9 108:14 145:2

leaking
110:5

leaks
81:8

learn
40:9

learned
34:21 43:18 77:7

lease
86:20

leasing
23:16

leave
8:13

leaving
129:18

ledger
171:7

left
22:6 99:7 221:21, 22,24 222:13

left-hand
167:12

legal
117:20 119:16 174:12

legalese
119:8

legality
93:15

legally
167:4

legitimacy
12:13

legitimate
155:12

letter
42:6,9 51:18 87:16 110:25 111:2 140:11,12 158:24 159:1 163:18,20 168:20 170:18 180:3 219:6,7 239:17 240:4

letters
41:20,22,24 42:3 115:6 140:10 163:22 164:25 240:16

level
47:21 64:20 65:3 72:17

levied
46:3

levy
46:19 114:1

liability
229:23,24

license
22:12

lien
48:12 61:16,18,19 115:6,9 170:15,16

liens
125:21 130:18 239:11

life
174:2

lifetime
209:10

line-by-line
121:8

lines
14:9 97:13 100:7 159:16,18 174:5 185:14,17 186:22 220:12

list
10:1 37:1 38:10 40:10 65:16,17 87:25 134:16 135:1,10,15 136:8 138:24 139:1 188:17 201:17 202:19

listed
6:19 9:22 10:5,8 35:22 43:8 77:10 78:2,9 80:23 120:21 146:10 235:19 237:1,2

listen
183:14

literally
32:17 50:8

Literature
185:4

litigation
6:25 32:22 41:3, 15,25 42:4,12,14 47:11,12,18,23 53:8 74:13 75:24

live
16:12 17:24 143:13 186:5,8 234:1

lived
16:8 17:6 44:19 60:6,10 69:15 234:3

lives
17:23 68:21 123:19

living
142:14,22 143:14 208:14

LLC
5:14,15 29:19 45:23 58:8 133:12, 18,20,22 157:23 169:22 170:17,19, 22 173:5 197:11,

18 200:1,15
203:25 235:18
LLC'S
66:23
LLCS
29:17 58:10
235:20
loan
238:12,15
loaned
49:4 192:1
local
195:21
located
134:17 225:18
location
111:23
lock
222:8 223:1,3
224:19
locked
182:6 194:21
logistics
14:5
long
14:24 16:8 28:6
43:23 44:14 64:6
69:6 168:5 176:1
180:24,25 181:6
184:21 207:2
213:8 215:7
235:12
long-range
101:23
long-term
23:13 101:25
102:5 213:11
218:3
longer
45:15 236:4
looked
49:5 70:1 223:14
237:9
loose
83:3,12 147:19,20,
21 224:16
lot
26:5 39:13,18
43:18 65:20
158:15 186:23
208:16 209:3,8
213:20 228:10
238:4
lots
216:4 219:16
220:1
Louis
76:10 168:22
low
223:1
lower
65:3
Ls
18:5
lube
70:11,12,15
lunch
88:19

M

madam
32:14 74:9 80:13
89:25 90:22
112:10
made
52:9 55:22 58:23
80:18 96:23
129:24 144:17
178:1 181:23
210:7 222:25
223:22 238:6,10
maiden
18:18 19:13
Maier
87:14
mailed
41:21 63:5
mailouts
138:15
main
13:25 141:10
225:16
maintains
81:22
maintenance
47:15 61:12
101:25 102:5
103:1 146:12
160:18 217:14
majority
39:15 86:7,12
make
17:12 52:1 57:17
65:21 68:6,10
71:17 81:13 83:20
116:9 119:19
122:4 132:14
139:13,15 159:25
167:11 168:7
174:12 188:17
190:24 208:14,16,
18 217:20,21
227:9 234:15
makes
186:4
making
92:3 186:6 220:10
man
129:9
manage
24:19
managed
57:16 155:13
182:11
management
76:9 201:24
202:11
manager
36:9 38:15 43:9,10
managers
43:8,12,13
Managing
22:18
Manos
200:2,14
manual
107:2,9 111:13,18
160:18
March
12:18 205:25
marina
5:3,14 6:22 9:24
29:18 39:10 41:3
43:10 44:21 53:2,
15 54:21 58:20
60:19 61:10,16
62:15 64:1 67:18
69:2,4,5 70:25
71:6 74:2 77:21
79:24 81:4,12
85:13 86:20 91:25
92:10,19,24 93:5
102:4 104:13
106:11,12,18,19,
20 107:8 124:21
134:4 136:21
137:3 138:6
141:23 142:19
143:2,5 146:11
153:16 155:3
157:23 162:22
163:7 176:11
197:10,16 199:10
200:1,23 203:16,
24 204:7 208:18
212:9 213:1,5
228:8 231:5 233:8
234:20
marine
20:22 230:1
Mariner's
5:2 6:22 9:24 10:2
33:17 61:9,15
67:18 153:15
158:20 199:3
200:23 203:22
Mariners
5:13,14,23 10:14
16:19 23:12 24:23
25:2,9 29:18,19
30:12 32:3 35:2,10
41:3 42:14 43:9,22
44:18,20 46:17
53:2 64:9 68:21
69:1,9 107:2
123:19 131:16
136:2 157:22
163:22 165:22
168:6 170:17,19,
22 176:11 197:11,
18 198:25 199:11
200:1,5,13,15
203:24 204:8
207:17 242:4
243:3
mark
162:6 177:24
189:5,15 231:10
marked
5:4 9:18 73:17
112:19 188:20,23,
25 189:1,8,17
198:14 231:13,16
marker
174:8
market
57:16
marketed
13:4
marketing
185:5,13 186:20
marking
153:21
marks
162:9,20,25
married
18:14,15 19:7
70:19
Marty
211:11
massive
80:25
master
12:13 26:21,24
27:3,10 28:23
30:12 46:19 47:1,
2,5 48:19 49:1,6,7,
10 58:6 84:12,17,
21 85:5,18 89:4,9,
17 91:2 104:10,13
105:23,24 113:22
114:2,8 119:25
120:19,25 121:2,4,
23 122:7,8 128:6
148:10 152:21
166:20 167:10,15,
19 188:11 191:6,
10,20,21 192:5,15,
17,21 193:6,12
197:3,4,11,12,22
198:1,2 201:12,19
205:8,12,14,18,20
214:12 228:25
229:8
master's
173:12 174:2
master-in-equity
173:3
matches
174:13
material
187:5
materials
185:14 186:21
matter
7:3 32:16 38:6
74:20
matters
6:19 10:8 27:25
31:24 79:14 113:4
Matthew
47:13,23 80:24
maximized
196:12
MC
74:25 97:16
156:14 160:6
MC-1
73:24
MC-105
96:6
MC-110
96:12
MC-1110
156:14
MC-116
97:15
MC-12
76:4

MC-1283
157:20
MC-1358
157:20
MC-14
90:23
MC-1422
158:23
MC-147
98:24
MC-149
100:3
MC-1528
160:5
MC-153
100:6
MC-1561
160:6 238:24
MC-1604
177:19 178:6
179:6
MC-1625
161:5
MC-166
101:13
MC-1669
161:15
MC-167
101:14,17
MC-1672
163:19 240:8
MC-1673
163:21
MC-1674
165:24
MC-1690
166:10
MC-1697
167:25
MC-176
101:18
MC-1778
170:5
MC-1780
170:5
MC-1787
170:18
MC-1789
236:15
MC-187
101:14,18
MC-189
103:4
MC-1891
171:10
MC-1892
171:10
MC-1894
171:11
MC-19
78:17
MC-21
79:21 80:13
MC-215
103:25
MC-216
104:1
MC-217
104:1
MC-218
104:2
MC-219
104:2
MC-220
104:2
MC-222
104:2
MC-224
104:3
MC-2241
173:1
MC-2246
173:1
MC-225
104:3
MC-228
105:16
MC-25
85:23
MC-27
87:6
MC-28
87:6
MC-29
87:12
MC-300
112:21
MC-301
112:21
MC-302
112:22
MC-303
112:22
MC-305
112:23
MC-308
113:11
MC-309
113:12
MC-310
113:12
MC-33
88:20
MC-338
115:7 237:9
MC-35
88:20
MC-350
116:15
MC-355
116:16
MC-358
117:19
MC-360
119:12
MC-388
122:20
MC-389
122:23
MC-399
123:6
MC-40
90:1
MC-401
124:6
MC-406
125:19
MC-4079
231:9
MC-4134
231:9
MC-43
90:2
MC-440
127:23
MC-452
128:20
MC-46
90:5
MC-467
130:7
MC-48
90:17,23
MC-484
131:3
MC-486
132:17
MC-5
74:25
MC-50
90:21 198:9
MC-504
112:23
MC-551
134:2
MC-552
134:2
MC-556
137:20
MC-557
137:23
MC-559
138:1
MC-599
140:25
MC-600
140:25
MC-631
141:1
MC-633
141:2
MC-635
141:3
MC-653
142:3
MC-656
144:25
MC-660
146:24
MC-663
146:25
MC-665
146:25
MC-670
147:1
MC-676
148:11
MC-681
148:20
MC-738
150:6
MC-739
150:8
MC-755
150:19
MC-77
198:9
MC-78
92:6
MC-80
93:23
MC-917
153:12
MC-944
154:15
MC-95
152:17
MC-959
155:22
MC-961
156:6
Mcdonough
6:5 58:7 235:18
236:25
Mcguire
8:5 13:15 35:9
36:4 39:23 40:19
41:1,13 59:25
60:17 62:19 63:3
78:9 87:15,24
91:20,23 95:11,12
100:14 106:9
117:21 123:14
128:21 129:24
133:10 135:21,22
136:14 139:6
145:22 149:14
153:12 154:7
195:9 208:4
215:25
Mcguire's
68:9
MD
162:22
meaning
24:12 97:4 102:12
means
12:24 83:23
meant
8:20 25:1 155:1
194:17 201:25
measurements
107:14
mechanical
222:8 223:1,2
224:19
meddling
210:18,24
medication
8:22
meet
42:19
meeting
13:16 14:17 34:10,

14,15,17,21 42:18 46:13,14 66:8,10, 17 67:4,9 68:12,13 89:14 101:4 105:10 113:1 122:19 138:9 145:11 161:9,16, 18,19 167:6 211:15,19 212:5 216:20

meetings 29:8 31:1 66:2,6, 13 92:13 104:4 105:6,8,12 112:9 145:15 157:3 234:25

member 128:8,11 133:18 180:4 191:18 239:7

members 13:20 41:14,19 128:10 135:14 180:4,12 196:18 200:16 208:6 211:24 215:24 218:17,18

membership 41:12 73:9 215:12 216:12,20

memorialized 146:6

memory 39:7 88:8 96:2 170:20 234:18

mentally 99:10

mentioned 17:16 43:11 54:5 60:5 145:14

mentions 114:4 124:15 138:16 149:1 160:17 169:19 190:12

merged 21:19 22:1

mess 206:16

messages 138:18

messed 74:10 115:4

met 5:12 13:16 28:17 69:16 71:9 105:11 116:22 175:25 201:8

metaphor 85:7

meteor 108:3,6

meter 55:19

Michael 33:6,10 63:18 76:8 173:3 186:12 236:5,11,12

Michele 77:11

middle 28:9 132:15

Mike 87:14 185:21,23, 24,25 186:3,7 236:1,2

Mim's 171:14

Mims 5:20 168:17 175:21 176:2,23, 25 177:3,15,17 178:2,4,13 179:1, 5,21,23 189:2,5,9, 14,18 193:1,8 198:8,15 211:2,5 229:11,15,17 231:8,18,24 232:7 235:9

mind 6:7 99:20 112:1 124:12 148:1 150:4

mine 139:17 145:24 157:17

minor 151:23

minute 6:8 58:19 70:16 96:22 120:17 131:11 132:24 144:14 172:22

minutes 5:13 30:10 32:9 88:13 124:14 152:18 161:2,8 216:19 217:9 235:12

missed 192:24

missing 139:5

misspoke 219:23

mistaken 63:6

mixture 161:23

moments 176:20

monetarily 96:25

money 51:7 62:2 83:7 126:11 143:20,23, 24 144:2 208:16, 18 209:15 212:17 214:3 215:6

money-maker 218:1

monitoring 75:14

Montgomery 6:4 235:11,16,17 240:22

month 34:24 103:5 160:19 182:13 206:3 218:9 232:14,17 238:22

monthly 98:8 102:24 105:13 124:16 160:7 238:21

months 15:23 46:7 181:10 227:24,25

moorings 154:25 155:1

moot 149:6

morning 5:9 105:20 149:5 176:1 233:17

mortgage 238:12

mounted 223:22,23

move 64:5 108:18 131:20 220:13 226:5,6

moved 16:10,22 17:4 101:6 181:12 186:9 200:9

movement 76:21

moves 8:3 14:11 16:17 24:21 47:9 137:22 147:7 150:10 152:22 171:25 176:7 225:14 238:17

moving 131:4

multiple 104:21

music 168:10

mutually 117:16

Myrtle 20:12,13

N

n' 168:9

nailing 83:3,11

name's 5:20 235:17

name-calling 29:13

named 11:12 28:11 38:18, 24 44:9 58:5 66:2, 13 68:17,22 71:11, 14,17 72:2,16 76:10 111:21 127:24 132:19 168:22 176:14 186:3 220:16

names 17:25 19:23 21:20, 22 36:6,12 37:4 38:11 40:16 44:10 58:12 59:6,11 71:19,22 134:3 136:5 138:5 162:1

narrow 131:17

nature 11:17 29:14 31:2, 21 36:14 37:23 45:24 47:8 51:8,21 117:3 120:2 127:12 129:15 135:16 138:21 140:4 147:3 148:23 150:21 151:22 159:23 163:13 167:6 168:12 171:24 174:10

Nauheim 96:8 97:14 99:12 114:14 117:20 123:7 138:11 140:9 156:21 164:25

necessarily 37:14 62:9

needed 51:10 73:9 112:17 117:2 125:5 155:12 159:25 182:2 224:11

nefarious 152:13

negative 48:8

negotiated 132:6

negotiation 65:18 98:17

negotiations 63:10 127:16 189:22

neighborhood 90:13

Neighbors 68:18 242:4 243:3

Nekola 71:1,24

Nelson 87:14 127:24

nephew 19:4,11,16

nervous 131:23

news 31:1

newspaper 135:25 136:15

nice 132:11

niece 19:4,10,12

night 218:9

nightly 159:4

no-man's-land 227:16

nonaccess
108:11

nonownership
76:22 77:2

nonpayment
48:13 61:17

nonprofit
83:24 84:4,7 199:5

normal
83:1,9 214:10

North
20:12,13 70:8

Notary
243:13

notation
152:19

note
146:5 185:3

notes
49:23 84:17
145:11 146:3,5
155:23,24 156:16,
25 157:7 161:16,
18,19 163:10
166:14 167:5,11
176:23 177:5
178:9 180:19
182:15 188:16

nothing's
134:19,20

notice
5:1 6:11,15,20
9:19,20 31:20
45:14 55:9 61:19
110:12 111:7
115:9 165:4 171:6
179:6,10 182:21
183:21 219:9
232:3 233:5

noticed
10:11

notices
115:6 140:4

notification
46:21 151:25

notify
41:19

noting
166:18

November
96:7 98:10 102:10
149:23

number
48:1 56:8 175:10

numbers
56:3,14 98:21
112:11 199:22
209:3 215:14

numerals
167:13

numerous
79:9

O

O'kelley
5:8,12 6:9 7:6,7
17:2 24:17,18
32:13,19 61:2,6
73:12,15 74:8,11,
20,23 80:12,16
81:16 82:5 87:10,
19,23 88:6,12
89:25 90:4,22,25
91:7 105:4 109:6
112:10,13,16,20,
24 121:19 130:6,8
139:20,23,25
146:18,22 168:18,
19 175:16 176:5,
21,24 177:1,12,22
179:4,13,19 211:1
241:3

O'kelley's
37:9

O'kelleys
51:17

oath
7:11 62:20 65:6
93:20

object
6:15 81:17

objected
10:6 33:18 195:24

objection
6:8 9:19 81:15
91:6 121:15

objections
196:2

objects
6:20 7:1

obligation
204:25

obstructing
226:4

obstruction
226:4

obtuse
8:8

occasion
62:16

occasionally
109:22

occasions
28:16

occupation
195:1

occupied
62:12

occupying
195:6 219:10

occurred
34:10 215:21

OCRM
107:7,23 109:16,
19,24 110:1,7,13,
25 112:3 124:11,
13,21 136:24
137:5 228:7
232:25

October
152:18 154:3
175:9

off-the-record
73:14 178:3
231:25

offend
8:20 214:24

offense
114:12

offer
57:17 65:3 68:7,10
94:6,11,12 95:3
96:23 97:9,20
98:19 99:19
100:13 124:5
129:23 153:19
238:5,10

offered
25:5 132:12

offering
158:12

offers
55:22 93:25
144:17 237:24

office
23:16,17,19,22
26:4 37:9 143:5
175:3 213:1

official
29:18 103:7 160:1

officially
44:22 72:5

oil
70:7 108:13,17

older
164:19

one's
94:22 211:6

ongoing
136:20 141:22
168:5

onset
191:10

open
54:2 209:21 212:7
226:18

operate
85:8

operates
50:22

operation
59:18 104:13
107:8 207:13
209:23

operational
182:1 222:4
226:18 227:12

operations
107:9 160:18

opinion
11:15 117:20,23
118:3 166:23
169:4 194:20
197:8 206:7
210:19,24 211:24
215:11

opinions
29:11,12 210:4
216:4

opposed
216:1

opposite
142:12 219:5

ops
107:2 111:18

option
213:9

options
77:10 78:1 93:25
218:1

order
148:17 156:9
161:6,7 170:4
182:19 183:8,24
184:4 226:8

orderly
168:8

organized
138:13

original
26:21 27:18 48:19
71:20 85:10 91:9
155:3 186:19
188:11 191:14,21
192:20 197:10
199:10 200:16
201:17 202:18
203:23 206:13
207:7,9 243:16

originally
48:16 93:24

ostensibly
37:21

outer
172:18

overhead
209:5

overlapped
140:19

overly
210:16

oversight
81:24

overwhelming
217:22

owe
143:24 144:2

owed
37:22

owes
62:13

owned
12:19 13:5 16:9
25:8 39:16,21 40:2
44:8 59:8 64:8,12
194:10,21 204:7,
14 206:13 233:24

owner
10:13 64:1,4 86:6,
15 136:7 139:7
155:12 191:18
193:11 194:18
195:6 232:21

owners
35:10,11,19,21
36:2 37:11 39:10,
12 41:2,21 42:7
53:16,22 59:6,10
76:21 82:16 86:18
134:4 136:8
138:12,24 139:2
140:12 162:20
164:15 193:20
194:25 195:4

196:17 204:21 205:5 206:24 210:3,20 211:20, 21 228:15,18 234:21 236:21 237:2 239:20,24 240:13

ownership 24:11 27:21 28:1, 21 54:1 125:9 174:15 193:15 204:25 235:21 237:1,11,16

owning 110:10

owns 24:8 64:7 81:12 115:11

P

packet 198:11

padlocked 55:5

page-by-page 85:21 121:8

pages 73:24 103:20 178:9 242:5

paid 26:15 33:22 48:11 123:10 130:20,22 131:5 143:20 221:7 229:18 230:24 237:15,21

paint 82:13

panel 222:15

paper 137:12 158:15 162:13 171:18 185:1

paperwork 106:25

paragraph 202:23 203:18 204:6 206:11

parameters 182:20

park 23:17 106:4

parking 28:19 105:20 106:11,13 203:6

part 27:3 60:6 78:10 86:8,13 101:16,18 126:17 142:18 150:12 169:18 170:24 188:19,23 197:1 202:18 204:6 206:12 209:13 221:3,9 225:23 229:8

participate 150:3

parties 168:9 180:16 198:24 199:2 202:24 203:8,11, 21 204:4,11 205:4

parts 85:17

party 11:20 93:8 171:21 172:16,21 199:9, 15,18

passed 19:9 67:8 200:10 225:21

past 46:11 74:15 131:20 136:25 172:19 181:5 182:12 192:8

patio 188:14

Patrick 158:18

patrons 53:15

Paul 66:13

pay 45:22 47:11 48:7 51:7 55:13 56:2 103:7 132:2,10 143:23

paying 48:7 55:23 56:6 237:3

payment 50:20 62:3 151:5 206:21

payments 61:11 62:6,19,20 63:4 126:6 130:10

pending 125:8

people 36:13 37:3 39:15, 16,23 40:6,8 42:18,19 71:23 76:7 80:6 117:13 135:1 169:5 171:23 209:15 216:3,7 217:1 232:25

perceived 218:1

percent 40:7 122:10 201:3, 8 206:21 207:8,9 210:10 214:7

percentage 39:19 40:1 46:18 47:22

Perfect 33:5

performed 192:20

peril 230:1

period 102:10 103:18 187:14 188:5 196:8,14 204:8 207:2,18 227:12 237:10,16,22

periods 50:10

permanent 154:25

permission 146:14 159:5 195:23

permit 107:8,21 108:8 137:5 228:8 234:14

permit's 107:24

Perry 200:7

person 9:22 10:3,8 42:25 46:2 50:17 57:12, 17 64:17 65:2,7,13 71:20,21 153:25 193:12 207:20 208:14 236:20 237:5

personal 54:14,17 58:17 76:14 88:11 156:24 177:5 232:4,5

personally 39:9 40:2 116:18 173:15 179:1 217:5 218:17 220:16

personify 9:23

perspective 12:12 174:20

pertaining 12:9

Peter 200:2,14

phasing 154:4

phone 36:16 37:8 70:2

physical 16:4 111:23

pick 155:1 185:1 221:20

picked 222:1

picture 209:18

pictures 185:5

piece 185:1

pile 81:21

pinch 5:25

place 60:3,14 63:21 66:6 76:17 109:17 142:15 152:6 163:13 215:6

places 17:6 84:7 200:20

plaintiff 5:2 6:7,14,20 7:1 9:23 71:11 187:16 188:14 199:7 200:23 204:5,12 206:11 209:20 214:2 229:18 230:23

plaintiff's 176:15

plaintiffs 68:23 71:14,18 72:2,16 193:13

plan 101:6,23 213:6 218:12,15 235:6 240:11,13

planning 21:16,24 113:2

plans 62:8

plat 174:6

plate 33:2

plateau 201:8

plenty 45:14

PLS 22:12

plugged 222:4

PM 145:13 241:10

point 8:14 19:8 59:22 60:1,9 63:1 99:11, 21 104:16 106:8 120:22 121:20 125:5 130:11 149:6 166:9 176:2 214:13 215:22 233:21 237:6

pointed 91:16 97:16

pointing 153:3,5

policies 230:11

policy 50:15 52:12,15 136:6 230:21

porch 81:9 221:25

Portfolio 57:22 58:6 173:5 236:25

portion 6:15 236:15

portions 230:20

posing 110:5

position 104:9 162:21 205:16

positions
127:7 179:22
positive
46:24 193:7
possession
85:10 221:18
226:16
possibility
216:22,23
possibly
107:21 154:10
214:1
post
138:18
potential
90:6 126:18
power
55:13 56:7,12
139:15 154:19
155:10,12 222:16
223:15
practical
36:24 38:5,6
preestablished
115:14
prefer
219:14
preference
219:2
preliminary
149:22
preparation
74:12 147:6
prepare
13:18 189:10
prepared
189:21
prepares
239:1
present
116:19,20 215:9
216:14 217:2,5
presented
68:11 97:21
103:20 107:1
153:23 154:1
president
5:24 10:13 15:3,7,
14 50:4,9 63:16,21
71:13 73:2 85:13
91:18 154:2,6
165:22 186:1,10,
12 191:18 200:22
240:15
presidents
186:2 235:25
pretty
37:24 56:20 95:6
106:3 119:14
130:16,17 131:16,
17 157:5 167:8
207:1,6 234:19
prevailed
217:13
previous
174:6 194:24
236:21
previously
188:1
price
132:6 158:12
175:12 207:9
prices
223:9
primarily
174:4
printed
36:17
prior
7:25 15:20 16:12,
14,20 17:3 27:10
42:2,3 45:2 53:23
56:19 72:14 125:8
164:1 185:12
186:23 195:4
201:11,18 203:13,
15 214:16 222:21
227:12 228:22
231:6 232:11
233:18 234:21
237:12 239:13
privacy
136:7
private
104:14 162:23
205:23
privilege
7:21
pro
37:22 61:11
problem
51:3,5,6 53:13
98:4 100:18
118:19 155:11
197:19 202:15
206:9,16
problems
27:20 28:1 41:9
81:4 169:5 197:14
Procedure
178:17 243:16
proceed
41:5,14 171:4
175:23
process
51:12 52:2 71:25
73:19 79:1,18
98:17 122:8,14
127:14 128:5
182:24 183:20
228:17 232:23
processed
165:14
produce
190:7
produced
153:11 159:15,18
177:19 178:17
179:6,14 209:4
production
231:3
profession
174:16
professional
174:2
profit
217:20
program
141:9
prohibit
8:23
promotional
185:4
prompt
8:7
prompted
159:1
pronounced
87:16
pronouncing
43:21
properly
109:15 192:23
195:19 213:5
properties
22:18,23 23:2,7,
15,25 24:6,8,20
34:7,22 35:4 36:20
61:22 68:13 77:21
154:11
Properties'
231:4
property
6:24 7:5 11:15
23:5 33:7,11,23
36:8 37:4 39:16
43:12,13 58:6 76:7
82:17 90:14 94:1
115:10 125:21
130:19 143:20
144:23 157:24,25
173:4,9,17,20,24
174:5,17 190:15
193:22 194:4
196:6,24 201:23
212:23 217:11
219:3 226:17
227:14 230:14,23,
25 237:3 238:1
proposal
97:20 101:20
124:3 219:24
proposals
102:3,19
propose
67:7
proposed
67:6 89:4 94:5,14
95:2 124:5 219:15
proposing
92:9
proposition
118:18
prospective
65:10
protocol
183:11
proven
208:9
provided
103:15 139:8
238:20
providing
154:19
public
57:16 201:20,22
232:3,23 233:5
243:13
pull
79:12 85:1 131:19
228:7
pulled
227:19
pump
55:1,11 155:2
225:17
pump-out
55:1 154:23
177:11 180:21,25
181:7,14,22
225:17 226:5
pumps
65:5 186:23
187:18
purchase
34:22 63:12 64:15
65:3,19 68:7 94:1
97:9 143:20 144:4
186:23 194:8
214:3 216:9 238:1
purchased
23:2 25:10 27:18
71:20,21 161:10
194:4 229:3
purchaser
33:22
purchasers
201:17
purchasing
90:14 193:22
216:1 228:23
purpose
92:24
purposefully
155:4
purposes
75:5 92:19
pursuant
76:8 183:11 184:4
243:16
pursue
214:9 215:12
216:12
push
76:20
put
5:16 6:10 54:18
57:11,15 75:4
82:13 93:23 99:11,
12,13,14 100:13
108:19 110:12
111:15 115:10
121:22 131:24
149:10 155:4
162:5,9 172:12
192:10 217:23
224:22
putting
218:20 219:9

Q

quarterly
37:18 61:13
105:14
quarters
228:4

question
8:25 9:2,4 10:20 14:7 17:1 35:17 37:13 50:6 52:11 54:5 79:20 81:22 82:3 87:18 98:14 108:20 109:4 121:21 126:12 133:9,15 140:21 142:25 160:10 162:6 167:24 170:11 173:25 174:1,24 183:15 184:20 186:20 187:7 193:10 202:10 208:21 213:22 219:22 220:2

question's
30:9 225:11

questioned
110:12 195:14

questioning
124:7

questions
8:20 10:4 12:9 14:10 18:25 40:20 41:20 46:23 82:10 85:25 87:7,13 96:15 175:17 176:8,9,19 178:24 179:12,17 184:22 235:10 240:25 241:2

quick
36:16 70:15 146:19 178:12

quickly
56:20

quiet
168:8

quorum
217:2,3

quote
216:21

quote/unquote
117:16

quoting
126:24,25 127:1 132:25 167:17

R

R-o-b-i-n
17:19

R-o-c-h-e
39:1

racquet
94:8 199:14 200:6 203:23 210:13

Rada
231:12,15 232:24

radio
125:4

rain
221:25

ramifications
72:16

ramp
188:2 191:1 192:12

ran
47:15 59:14

random
43:7 184:22

Randy
132:20 133:6,8,18 141:4

rap
168:9

rarely
69:19

rata
37:22 61:12

ratify
202:24

ratio
56:12

Raywell
23:24

RDR
243:24

reach
127:11,14,19

reached
128:21

read
8:11 49:1 74:6,12 75:5,6 84:9,25 122:7 131:9 135:24 136:14 137:12 147:5 167:11 169:13 171:18 191:25 193:1,3 217:9 241:4,5,7 242:7 243:14

readers
148:23

reading
49:15 76:19 89:18 104:24 209:9

reads
6:21

ready
57:11 175:22,24 198:16 234:15 235:14

real
26:5 71:24 149:15 153:17 154:8 178:12 215:17

realize
237:10

realtor
123:7,19 185:18 186:19

reason
27:3 33:3 68:4 79:8 96:23 98:12 117:10,22 183:12 207:19 242:9 243:5

reasonable
132:16

reasons
140:2 224:10

recall
25:21 26:3,13,14 27:5 29:16,23 30:1 34:10 44:17 48:24 49:16 56:3 57:4,9, 13 59:5,11,17 60:3 66:5,16 67:2 68:4 70:6,9 74:2 80:21 81:8 86:14 92:4 94:1,25 96:11,18 98:20 105:9 118:8, 11 123:8 129:2 131:7 133:14,17 142:4 147:2 149:16,19 156:17 159:1 164:7 166:14 170:7 182:2 187:7,9 194:19 222:11 229:4 235:1,6 237:5

recalled
60:18

receipt
127:11

receive
27:4 185:13 186:20

received
80:19 112:2 180:6, 8 188:2

receives
37:7 239:7

recent
52:3 95:3 123:20

recently
46:6 52:16

recess
61:4 88:15 146:20 229:13

recite
84:24

recognize
157:18 165:24 180:14 195:8

recognized
53:24 194:24

recollection
68:15 90:8 98:25 135:25 157:11

reconnect
223:10

reconnecting
223:14

record
5:16 6:10,14 8:9 15:1 32:13 61:7 73:13 80:12 90:1 110:9 112:15 123:17 139:18 178:2,5 189:20 193:3 198:8,19 229:16 231:24

recorded
169:15 175:3,8,9 196:6 197:13 204:12

recording
175:4

recordkeeping
143:6

records
107:13,18 111:24 125:3 140:1 153:14 181:17 196:5 206:9

redo
222:24

refer
12:20

reference
104:21 124:8 141:16 174:6

references
149:14

referencing
185:9

referred
85:15 92:16 105:19 140:10 199:14 216:16

referring
6:17 50:1 92:16 120:10 176:11 186:16 214:21 224:9 225:1

reflection
237:17

refresh
88:5 170:20 234:18

refreshed
96:1

refund
62:18

refunded
62:5

regime
28:18 31:19 105:22 220:9 237:14,15,21

register
175:3

regular
105:8,12 109:8

regulates
111:3

regulations
51:13 120:18 121:24 151:16 171:1

rehook
222:22

reimburse
55:22

reimbursed
151:21

reimbursements
217:15

relate
141:3 169:6

related
10:20 18:22 20:4 31:13 33:1 136:2 185:15 186:22

relates
75:18 79:22 88:22 113:4 123:9 148:21 160:15

relationship
31:12

relative
125:21

relax
212:6

relevant
18:23 160:11,23

relied
115:11 191:8,11, 17

rely
115:13

relying
111:10

remainder
128:12

remaining
128:10

remember
15:24 16:25 18:18 25:10 26:1,6 27:6 28:24,25 29:5 30:7 37:24 44:5 45:9 48:25 49:2,3 56:10 57:2 59:9,16,20 60:12,23,25 61:1 81:6,10,20 83:9 89:12,15 91:17 92:11 94:21 95:10 96:4,14 102:2,16 105:8,17,18 106:2 108:25 109:11,12 110:16 116:18 120:3,9 122:11 126:20 127:9 130:21 131:11 133:10 135:11,18, 23 137:17 148:2 149:21 150:1 153:9 157:9 159:2 161:22 162:2 167:8 169:3 170:15,23 172:1 173:7 181:25 182:1 185:10,19 186:25 188:10 190:9 192:8 194:25 217:7 227:6,19 231:5 232:14,16 233:7 234:7

remembered
30:4 95:23

remembers
88:2

remind
228:11

removed
223:11

renovated
195:10

renovation
16:10

rent
62:13 132:3 213:7, 15,23 217:17 218:8,13

rental
22:18,23 23:7,13 24:6,8 234:2

rentals
159:4 209:15 213:11

renting
218:2

repair
55:11 102:5 110:5 150:13 212:7

repaired
103:2

repairs
47:24 79:23 80:3, 18,23 81:14 82:8, 9,12 83:13,20 146:4

repay
143:19

repeat
105:3

repeatedly
220:22 224:8,25 226:6

rephrase
149:20

replaced
82:13

replacement
45:10

replug
155:13

reply
96:8

report
98:2,5,8 103:3 107:14 165:23

reporter
7:24 8:15 16:25 24:15 32:14 74:9 80:13,15 89:25 90:3,22,24 108:25 109:3 112:10,12, 14 242:3 243:2

reporting
117:14

reports
102:25 124:16 160:7,15 238:23

repossessed
59:9

represent
5:21 33:25 44:24 58:10 80:22 86:9 89:7 91:1 103:19 119:3 134:14 135:22 157:21 159:12 173:2 176:6

representation
220:11

representative
11:2 64:22 207:21

represented
119:23

representing
5:13 6:6 29:17

reprogramming
225:13

request
134:3 136:7

requested
193:4

require
55:18 83:5 106:4 122:10

required
85:3 107:7,18 122:16

requires
7:10 111:13

reroute
155:13

research
87:2 118:3,5 197:1 202:14

researching
44:13

reserve
101:21,23

reserves
47:21 103:9

residence
24:3 60:10 162:23 213:14,16,18 219:11

residential
54:7 78:14 104:14 196:10,19 213:12, 25 219:2,14,16

resigned
15:8,15 49:12 128:3

resolution
127:20

resolutions
126:18

resolve
50:2 167:4 170:1 197:2

resolved
223:13 224:18 225:25

respective
179:22 237:16,21

response
232:3 233:4

responses
8:1

responsibility
82:1

rest
118:20 139:22 184:25

restated
12:13 71:22 191:9, 20 192:5,21 193:12 197:12,22 198:2 201:12,19 205:8,11,20 228:25 229:8

restaurant
59:2,6 136:22 195:11

restrain
108:13

restriction
121:13

restrictions
91:25

restrooms
53:9,14 55:14,24 67:6 89:20 104:12 189:24

result
29:13 33:7 52:3 127:10 131:6 160:15 197:9

retire
129:3,22

retired
22:5

retirement
22:20

retiring
45:12

return
63:1 242:5 243:15

returned
62:20

returning
88:22

revenue
206:22 207:10

review
14:12 26:24 33:3 48:23 56:7 75:23 152:20 231:20

reviewed
27:15 32:23 33:5 48:22 49:6,24

reviewing
50:9

reviews
84:3

revise
91:21 167:3

revisions
91:25

Rick
25:17 89:5 159:3, 24

rid
158:15

rights
53:24 101:9,12 118:2 119:16 166:24 182:24 193:24

ring
34:1 39:3 57:23,25

ringing
58:12

river
24:1 33:1 136:22 169:22 194:3,15 195:9 196:6 209:12

RLS
22:14

RMR
243:24

Road
6:5 23:17 24:1 57:22 58:5,7 235:18

Robert
128:20 129:4

Robin
17:18
rock
168:9
Rodgers
231:13
Roger
91:18 92:12 94:5 113:1 145:1 168:1 198:10 211:6,10, 11 219:8,13 220:8
Roger's
211:11 219:15
Rogers
232:25
roll
168:9
Roman
167:13
Ron
14:19 87:15 123:11,13,14 130:3 137:8,12
Ron's
14:1
room
5:18 43:2 60:15 138:21
Rosenberg
211:12,14,17 219:1
Rosetta
85:6
Rouck
128:20
roughly
21:24 25:11 234:5
round
39:12
Rourke
44:3 60:5 128:19 129:4,24 133:7
routine
170:25
Rowland
200:7
rule
5:1 9:17 105:24 179:2,16
ruled
183:17
rules
31:21 46:19 50:22 51:12 55:9 105:22 120:1,18 121:24 151:16 171:1 178:16,25 221:1 243:16
run
59:12,15 80:7 143:2 166:22 208:7 212:21 213:5 222:19
running
36:11 201:1
runs
70:7 151:18

S

Sabal
59:8 87:16 88:22 124:22 125:11 236:24 237:11,15, 21 238:11
Sabal's
125:8
safe
10:22 27:18 88:3
safety
108:12 131:15
sale
25:5 33:18,22 34:8 37:12,13 76:7,16, 22 173:9 194:8 229:9 232:16
sales
123:20 185:19 206:22 207:9,10 214:16
sampling
141:9,21
Sandra
19:6 242:3 243:2, 13,24
sandwich
59:15
sat
85:20
satisfied
130:19,23
Saturday's
145:11
scanned
74:14
Scarborough
33:6,11,18 173:3
scenarios
86:18
scene
65:10
schedule
113:1 240:19
scheduled
15:2 65:22 72:11 105:6 172:20 233:16
scheduling
112:9 113:8
school
20:11,14 21:6 119:1,5
scrambling
45:16
screaming
29:14
scribble
185:2
scribbler
182:17
scuttlebutt
90:12
Sea
21:8,10,11
search
214:10 215:16
seat
128:16
secretary
177:2
sections
167:13
security
146:15 147:18 149:5,9 150:14,15 220:21 221:13,18 222:3,9,17,19,25 223:11 224:12,13, 23 225:1,13
seek
40:13
sees
29:24
seldom
181:11
self-explanatory
96:16,17,18 119:14 145:7 156:10
sell
153:17 212:10 218:13
seller
25:25 57:9
seller's
57:10
selling
207:7 226:23
send
42:6,9 51:20 79:14 181:15 208:14 240:12,13,20
sending
31:20 62:1 126:11 166:2
sends
238:24 239:2
sense
105:6 173:23
sentence
118:15 204:21
Sentry
35:21 37:19,20,22 38:4,18 39:6 43:13 50:14 52:6,17 62:2 76:9 136:6 202:10
separate
10:19 55:18 66:9 68:1 84:11 106:10 219:16
separated
202:2
September
153:7,8 160:8 181:20
sequence
152:8
serve
34:16 83:24 137:6 138:17
served
15:19 68:25
serves
43:4
service
15:11 70:7
services
44:25 148:10,11
sessions
83:23
Sessoms
5:25 88:17 104:20 105:1 139:18,22, 24 177:25 231:22 241:2
set
47:5 89:2 97:1 104:4
settlement
127:16
sewage
55:1
sewer
155:5,7
shakes
8:1,4 63:2
shape
48:4 98:18
share
56:2,6 61:12
shared
134:25
shares
37:23
sheet
198:20
Shelly
185:6,18 186:4,7, 16,18
Shields
151:3,21
ship
27:23 28:22 29:7 30:15,22 41:10 53:10 55:2 58:24, 25 59:7 62:12,14 63:12 65:4 67:20 90:7 92:19,24 102:7 104:10 111:16 117:25 119:17 120:14 137:9 142:21 143:13 152:20 161:9 163:4 166:24 168:8 185:5,15 186:22 187:17,23 190:1, 13,15,23 191:2,3 193:15,20 195:1 196:11,25 197:2 206:23,25 207:14 208:8,22,23 209:22 211:25 212:9,22,25 214:3 216:1,23 217:21 218:12 219:11 220:23 226:13,18 227:11 228:2,4,16, 18,19 229:19 230:3,4,24 238:2, 13 239:12
shocking
96:4
shop
212:7 227:1

shop/bar/ restaurant 59:15
short 15:25 16:1 40:19 213:8
short-term 218:3
shorten 79:18
shortened 78:25
shorthand 146:2
shortly 22:2 49:4 147:17
show 32:11,20 35:20 56:11 58:5 88:20 94:15 107:12 144:11 146:23 153:10 172:25 177:18 196:5 216:18 231:8
showed 153:12 237:18
showing 95:11 169:9
shown 118:10 171:16
shows 154:14 232:21
shut 109:17
sic 141:22 152:17 160:25
side 14:11 167:12 169:9
sidetracked 55:21
sign 8:11 241:4,5,7 243:14
Signature 242:1,5 243:1,15
signed 33:11 181:19 199:25 200:5,12, 14,19
significance 95:16
significant 82:12 240:20
signs 200:21
similar 85:17 121:5 236:21
Similarly 238:8
simultaneous 165:10
single 48:8
single-family 24:3
sir 18:2 24:7 25:3 34:12 51:1 69:3 78:7 91:4,9 136:13 138:8 139:20 145:8,22 157:1 163:17,20 171:9 175:10 235:10
sister-in-law 19:3,5
sit 72:9
site 28:19 29:1 44:17 107:13,19 108:12, 16 111:25 125:2,3 198:7 204:12 208:9 209:23
sitting 147:15 167:9
sketch 189:13,16,21
slack 131:21
Slack.com 138:16
sleep 60:21 213:24
slightly 201:14
slip 44:8 53:16 57:18 64:7 86:6 155:12 185:12 186:23 191:24 211:20,21 228:11,20,25 229:4 234:16,17
slips 57:12 123:21 135:2 155:11 201:3,11,18 207:7 232:6
sloppy 206:16
slots 106:18,19
slow 91:14
small 88:9 126:17
smart 119:1
smart-aleck 190:17
smarter 214:18
Smith 133:8,11
snacks 226:19
so-and-so's 48:11
socially 69:18
Solar 23:24
sold 13:11 22:15 26:5 28:8 135:2 201:4, 11,18 205:4 217:19,20 234:7
solution 189:23
somebody's 26:4
someone's 37:16
someplace 60:20 138:17
something's 51:3
son 17:23 171:20
son's 18:1
sons 17:24 18:3
sooner 229:1
sort 40:19 56:16 60:13, 15 67:14 80:4 82:24 85:6 105:7 113:4 119:4,7 121:11 123:23 125:20 126:2 127:19 132:3 134:18 135:14 138:17,19 146:5 152:6 239:17
sound 15:21 196:7
sounded 127:3
sounds 35:12 126:20 188:16 196:15
source 197:5 222:18 223:15
south 7:9 52:3 84:3 97:10 117:21 169:19 199:5 238:10 243:13
space 23:23 24:2 60:18 67:6 86:20 104:12 106:9,13 143:3,8, 12 181:4 195:7,10 213:1,2 226:22
spaces 13:6 106:5,11 125:1 143:6 193:24 194:20 233:11
speak 7:12,16 36:12 130:12
speaking 73:1 80:18 109:1
speaks 226:13
special 42:21,23 46:1 47:10 80:19,21 82:9 83:10 105:10 217:14
specific 14:7,13 29:6 50:25 96:15 104:21 137:5 225:5
specifically 6:17 7:2 28:25 56:10 83:24 102:6 111:17 120:10 239:15
specifics 33:13
specifies 190:11
spend 83:7
spent 218:19
spill 125:2
split 101:15,16
spoke 67:9
spot 106:21
spots 106:20,23
spouses 19:24
spring 46:10 77:3 116:8
squabble 116:2
square 56:13 158:2
stack 93:23 94:24 148:17
stair 190:17
stairs 190:12,13,14,16, 18,20 191:3
stairways 190:1
stamp 75:1
stamped 177:19 189:1 198:9 231:9
standard 233:5
Stantec 22:3,5,6
start 55:10 73:19 101:8 160:1 177:10
started 22:6 32:22 41:4 42:14 44:18 197:14
state 84:13 114:15 180:24 243:13
state-issued 107:8
stated 84:9 197:11 208:6

statement
86:7 95:18 114:18 142:9 149:19 208:11 210:16 218:4 236:16

statements
237:18

states
124:11 179:7 202:23

stating
178:22

station
55:1

status
125:24 126:10 130:21 164:1 239:18,23

statutes
84:13

stay
36:21 60:14 133:4 171:23

staying
133:1

Steadman
230:8

steeped
119:8

step
210:5 214:8 215:19 216:13 221:23

sticky
49:22 84:17

Stiles
16:4

stipulate
10:22

stipulation
32:17

Stone
85:6

stop
76:21 111:6 112:2 160:1 196:1,4

storage
106:9 203:18 204:6,13 206:13

store
27:23 28:22 29:7 30:15,22 41:10 53:10 55:2 58:24, 25 59:7 62:12,14 63:12 65:4 67:20 90:7 92:19,24 102:7 104:10 108:13 111:17 117:25 119:17 120:14 137:9 142:21 143:13 152:20 161:9 163:4 166:24 168:8 185:5,15 186:22 187:17,23 190:1,13,15,23 191:2,3 193:15,20 195:1 196:11,25 197:2 206:23,25 207:14 208:8,22, 23 209:22 211:25 212:9,22 213:1 214:3 216:1,24 217:21 218:13 219:11 220:23 226:13,18,23 227:11 228:2,4,16, 19 229:19 230:3,4, 24 238:2,13 239:12

storm
47:13,14 80:24 81:3

straight
21:18

strike
96:3

string
78:18 94:18 96:10 101:3 150:12

Stringer
25:17 26:20 48:15 89:5 158:19,25 159:16,20

strong
29:11,12 131:18, 19 210:4

structure
187:23

structures
169:10

stuck
49:23

studied
191:15

study
101:21 103:7

stuff
33:2 58:15 69:18 78:19 111:23 227:3

subject
6:24 7:5 192:17 210:2 238:14

subsequent
205:5 240:12

substance
7:13,19 14:4 30:4 235:5

substantive
104:5,6,7

successful
187:15

successfully
182:12

successor
204:21

sudden
169:16

sue
93:13,16,18

sued
11:20,21 142:10

suggest
113:21

suing
93:21

suit
55:25 93:14 134:8, 12 140:9 142:7

sum
47:19 173:5

summaries
163:24

summary
92:12 99:19 125:23 166:6

summer
15:7 116:6,8

summons
32:20

Suncoast
231:4

Sunset
74:3 135:23 136:1, 17 181:15

supplies
111:24 143:7

supply
111:18

supportive
42:15,17,20

supports
166:23

supposed
37:16 85:7 108:12, 13,16 111:24 124:19 128:7 132:9 143:17 169:8 174:14 193:25

Supreme
7:9 51:25 52:3

surprise
179:2

survey
21:12 41:2,7 168:23,24 169:7,9, 13,14,16 170:2 174:7 216:6

surveyed
174:18

surveying
21:14,16,24 22:10 174:14 232:4

surveyor
11:6,10 21:2 173:19

Sutton
63:18 64:3,11,16 65:6,15 76:9 77:11 87:15 185:6,18,25 186:3,5,7,10,12 236:2,5,11,12

Sutton's
185:21

Suttons
185:23,24 236:1

switched
222:7

sworn
5:6

system
36:21 115:14 138:13 147:18 149:5,9 150:14,15 210:1 212:18 220:21 221:13,18 222:9,25 224:13 225:1

T

T-shirts
212:11

table
147:16 216:15

tackle
212:10

takes
14:24 20:25

taking
86:16 227:13

talk
7:17,18 14:3,25 35:2,6 45:1,21 64:17 65:14,18 72:1 109:13 145:1 178:15 184:9,13 195:22 196:18 238:7

talked
13:14,18 28:18 31:16 45:12 53:3 55:15 58:1 98:20 101:22 113:15 128:18 129:9 140:3 145:4 149:2 158:4 163:18 225:19 226:3

talking
16:21 17:4 24:15 31:6 35:25 56:6 84:11 86:10 92:17 101:8 106:15 114:8 124:13,25 132:24 141:9 142:16 144:18,19 147:16 153:15 163:4 169:6 231:10 238:4

talks
145:11 204:16 206:21

tally
36:11

tank
107:15

tanks
65:5 109:22,25 110:2,14 111:3,7 155:2 187:18 193:16 203:18 204:6,14,21 205:4 206:13

target
124:2

taught
21:6

taxes
217:14 230:23,25

Tbessent123@gmail.com.
28:5

teach
21:7

tech
223:1

telling
29:23 136:14 219:8 224:15
tells
19:1 81:18 103:1
temporary
155:1 224:23
ten
49:18 115:16 209:12 234:4 235:12
Ten-ish
49:20
term
12:23 27:13 56:16 82:25 119:4 121:13 122:25 126:7,22 128:12 132:4 155:19 166:25 176:10 204:25 213:8
terms
14:6 55:9 127:11
tested
222:2
testified
5:6 30:10 32:8 48:15,22 51:11 58:19 62:19 65:6, 17 69:12 73:8 75:11 77:6 82:15 84:15 93:19 113:9 116:14 120:17 121:3,7 126:9 130:4,9 133:23 134:16 141:15,21 158:18 167:20 195:9
testify
6:18 10:8 65:2,7 99:1 116:17 121:6 235:6
testifying
7:3 199:6
testimony
8:12,23 63:23 64:16 68:10 75:13 76:25 96:22 97:22 151:14 181:22 216:2 242:8
testing
109:8 160:25
theoretically
135:4
thereto
91:3
thin
107:21
thing
36:25 43:7 95:6 131:15 138:15 170:13 175:25 177:4 214:13 219:14 226:12
things
7:8 31:1 36:13 37:23 47:8 50:1 51:8,20 52:7,17,18 55:20 57:24 59:22 69:22 81:21 91:21 92:3 101:8 111:14 117:2,3 119:13 122:24 124:19,23 140:4 147:2 148:23 150:21 154:17 164:1 166:21 171:24 177:13 188:17 191:5 193:25 213:3,24 226:23
thinking
25:24 117:24 137:8 151:9,10 166:9 177:7 192:14 203:11
thinks
30:5
third-party
58:8 205:5
thirty
243:16
Thomas
5:5 18:3,4,17 189:7 242:2,6 243:12
thought
15:22 25:1,23 35:10 55:6 57:5 82:16 91:12 95:13 98:3 112:5,16 127:2 130:10 141:20 153:19 188:17 219:24
thoughts
166:22 169:4
threat
110:6
three-bedroom
218:2
thrust
141:10
tide
131:21
Tiger
33:1 169:22 195:9 196:5
time
16:1 17:13 23:5 25:7 26:25 27:5 31:5,10 34:6,9 35:1 39:13 40:24 44:15 46:6 49:15 50:10 60:6,11 64:6 67:15 69:11,16 74:1,7 76:23 77:15 78:22 80:20 86:6, 18 89:23 90:13 96:19 99:21 102:9 103:18 105:7 107:15 109:15 110:8 114:21 115:25 121:4 134:12 135:5 140:22 144:1,3,22 149:9 154:2,6,12 176:1 181:23 182:1,8,11,18,23 187:14 188:6 194:10 195:24 196:8,13 201:1,5, 11 204:14 206:2 207:2,3,18 210:5 215:19 218:19 223:7 224:12 225:20 226:16 227:6,12 228:8,15 232:12,16 234:1,3, 23 236:9 237:19
timeline
240:12
timely
184:16
times
8:6 16:22 17:5 21:20 31:17 49:9, 14,17,25 55:16 95:5 99:9 115:16 122:7 131:18 209:11 216:17 225:4,9 226:24
title
26:7 58:9 118:19, 23 169:5 174:20 202:14 206:17 212:23 214:10 215:16 227:13
today
8:23 9:16,20 12:4, 6 14:4 18:25 27:4, 25 31:25 32:12,16 33:12 43:2 45:1 53:8 64:16 65:1 95:22 103:13 107:4 108:1,4 113:5 125:22 126:9 128:18 129:10 133:23 140:3 145:4 147:6 148:8 149:2 158:18 160:12,16 163:17 170:14 176:9 199:6 213:4 218:22
today's
14:18
told
13:15 23:1 24:5 32:7 35:9 37:8 39:5 41:1 59:25 60:17 72:8 76:18 78:15 91:23 100:11,17 107:24 109:17 110:2,17 111:11 117:21 139:6 154:7 184:5 196:16 212:4
Tom
99:13
tomorrow
108:2 233:17
tools
143:6
top
95:15 112:1 166:15 167:1 177:10 180:22 217:17
topics
10:1,21 64:25
tossed
71:22
total
40:3,7 47:19 102:11
totally
137:10 222:7
touch
37:21 169:17
touched
214:21
tourists
209:15
traffic
212:2
trailer
29:1 105:20
trailers
28:19 106:7
training
20:24 83:23
transaction
215:18 229:9
transcript
241:7 243:16
transcription
242:8
transfer
37:4
transferred
173:24
transferring
33:7,11 37:10 58:9 173:4
transpired
61:4 67:3 88:15 146:20 229:13
treading
107:20
treated
9:13
tree
32:18
trial
235:7
trip
15:22
triple
209:16
Tropical
47:14 80:24
true
203:15 242:7
trust
52:6
Ts
18:5
Tuna
59:16,17 227:5
turn
163:7 168:11 201:7
turned
99:8 183:13 215:15,16,17
twenty
177:24
two-thirds
119:23 120:5
type
11:4 70:6 84:6 94:18

typed
156:16

U

ultimate
118:9
ultimately
73:5 233:8
um-hum
8:6 75:3 83:16 100:12 119:6 134:11 148:18 150:2 159:14 169:11 180:17 188:21 204:1 208:2 235:22 237:20
unclog
181:24
underneath
55:1 194:21,22 225:18
undersigned
242:6
understand
7:14,22 8:2,10,17 9:5,8 10:14 12:23 85:17 93:16 137:1 141:14 177:9 183:14 190:25 194:20 202:13 206:18 215:20 219:4 221:13 222:18 224:24
understanding
10:7 41:6 68:8 131:2 148:25 187:25 203:8 206:1 210:12 219:23
understands
139:7
understood
7:6 9:1 118:22
uninhabitable
228:3
unit
13:3,9 23:12 24:22,24 25:4,8,9 26:8,15,17 27:18 35:21 37:10 71:8,9 120:14 121:12,14, 18 142:18 196:11 218:8 233:20,23
units
35:17 68:7 86:19 104:11,14 119:18 120:13 125:25 205:23
unity
118:19,23
unplugged
221:14
unqualified
30:9
unsigned
148:12
update
36:20 107:9 122:18,20,23 125:20 126:2 150:6 239:18,23 240:12,21
updated
134:17
updates
240:13
updating
150:20
upset
126:21
upstairs
60:6,8 195:10 196:11 213:7 218:2,14 223:25
urgency
105:7
urgent
105:9
usage
213:12 219:2
utilities
220:22 224:8,25 225:15
utilized
191:17
utilizing
223:7 224:19

V

vacancy
128:6
vacate
220:22 226:13
vacation
23:9 213:11,16
Vaguely
147:4
Valbridge
157:24
valid
34:8
values
214:6
Vanwagenen
66:14
Vargas
77:12
verbally
243:14
verify
130:13
versed
84:20
versus
47:23 169:22
vertical
169:8
VHF
125:4 143:3
viable
208:7,17
vice
5:24
views
169:9
violation
31:21 108:8,9 110:5 111:7
violations
28:18,23 112:3
vis-à-vis
67:3 145:15
vital
163:6
voice
6:8 9:24
voicing
211:23
volunteered
138:11
vote
41:11,14 47:7 119:24 120:5,6 121:22 215:5,10, 13,21 216:15 217:1,4,11,12
voted
46:3,9,12 121:25
votes
73:9
voting
122:12,14

W

wading
40:23
Wait
108:25
waive
241:8
walked
146:3
wanted
5:15 6:13 40:9 67:7 92:12 94:9 97:3 116:9 127:4 129:3,22 167:2,3 176:18 215:12 234:15
wash-out/pump-out
182:21
water
40:24 55:24 56:7, 11 99:20 107:16 136:24 141:9 154:20 155:4,6
weather
7:17
week
138:10 236:3
weeks
55:8 135:6 181:5, 24 182:3 240:1
welcomed
118:7
well-noted
84:16
well-worn
84:16
West
17:24
Wi-fi
125:4 143:4
wide
232:5
width
233:11
wife
13:9 17:16 19:25 24:8,19 34:15 142:23 185:22 186:14,16 228:11
wife's
17:17 162:3
wild
209:13
wind
229:25
Windjammer
168:11
winds
131:18
wins
209:21
wires
221:14,16
withdraw
220:10
woman
151:3
wondered
30:3 96:1
Wonderful
40:22
word-of-mouth
31:3
worded
174:25
words
12:7,11 48:10 51:15 61:12 77:4, 20 87:25 127:17 128:9 135:13 192:24
work
21:4 22:22 29:6 41:9 42:4 45:1 55:11 99:23 111:6 128:8 133:12 141:4 146:15 158:19 173:19
worked
21:17 59:12 133:17 147:19 217:17
working
22:4,16 44:18 55:20
works
112:3 223:19 239:6
world
134:20
worried
211:25 212:1
worst
209:9
worth
158:1

Wow
19:25

wrap-up
101:3

write
51:17 100:21,24
117:17 159:3

writing
50:17 99:12,14
100:14,17 121:22,
25 161:17,25
238:6 243:15

written
52:15 87:21 97:20
106:2,3 123:16
159:1 164:8 167:5
169:1 232:3

wrong
62:23,24 63:3
139:17 194:15
197:21

wrote
140:11 156:20
166:1 185:6 190:5

Y

y'all
177:12 240:13
241:3

Y-o-h-a-n-n-a
38:25

yacht
78:10,11 92:23,25
94:7,9

year
13:2 15:17 16:9,11
18:12 20:6 21:6
46:7 47:14 54:18
66:21 71:9 109:12,
14 135:21 149:23
164:14 165:5
166:7 227:22
228:1 240:16

yearly
133:20

years
10:14 16:24 17:5,6
21:13,17,24 25:11,
22 27:8,16,17,21
30:16 44:20,22
45:9 47:16 51:25
52:12,15 53:21
54:22 58:24 59:19
69:13 80:7 81:7
107:10 129:7
131:20 136:20
172:19 181:10
192:8 195:1,2
200:10 209:12,17
230:22 234:4
236:10

yellow
49:22

yesterday
5:15 8:5 13:15
14:1,5,19 32:12,15
35:9 36:5 40:19,23
41:1 43:18 59:25
60:17 62:19 63:3
73:16 78:15 91:23
97:15,17 98:5
103:24 112:17
113:10 117:21
137:16 139:6
147:5 153:12
154:8 156:13
195:10 208:5
215:25

Yohanna
38:24

Z

Zippy
70:12

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Alben D. Neighbors and Dan G. Nekola, on behalf of themselves and others similarly situated, and Mariner's Cay Marina Council of Co-Owners, Inc., Plaintiffs, v. Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, George A. Farmer, and South Atlantic Bank, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-03099 **AMENDED NOTICE OF RULE 30(b)(6) DEPOSITION OF PLAIINTIFF MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.**
Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, Third-Party Plaintiffs, v. Emerald McDonough Road Holdings, LLC, Third-Party Defendant.	

TO: CAPERS G. BARR, III, ESQ.
DAVID C. CLEVELAND, ESQ.
ATTORNEY FOR THE PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that the undersigned attorney for the Defendants, Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, George A. Farmer and South Atlantic Bank and Third Party Plaintiffs Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, will take the oral deposition of the Plaintiff Mariner's Cay Marina Council of Co-Owners, Inc., by and through that person designated to testify regarding the knowledge of Mariner's Cay Marina Council of Co-Owners, Inc., regarding those the subjects listed in Exhibit



A, attached hereto. The deponent(s) is hereby instructed pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure, to designate and arrange for the appearance of its authorized representative(s) who is most knowledgeable to testify regarding the subject areas in Exhibit A. The deponent(s) is also requested to bring to the deposition any and all documents in its possession related to the subject areas described in Exhibit A and is further hereby notified that it may be questioned about any and all documents in their file, as well as documents received through discovery to date. The deposition will be taken pursuant to Rule 30 of the South Carolina Rules of Civil Procedure before a Notary Public or some other officer authorized by law to take depositions.

The deposition will commence at **10:00 a.m.** on **Friday, June 15, 2018**, at the office of Clawson and Staubes, LLC, 126 Seven Farms Drive, Suite 200, Charleston, South Carolina, 29464, and continue from day to day until satisfied.

You are invited to attend and take such part as is fit and proper.

SIGNATURE BLOCK ON FOLLOWING PAGE

LUZURIAGA MIMS, LLP

By: _____ for

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Mount Pleasant, South Carolina
June 6 2018

CERTIFICATE OF MAILING

I hereby certify that on June 8, 2018, I mailed, postage prepaid, to counsel of record in this matter, as follows:

Capers G. Barr, IV Barr, Unger & McIntosh, LLC 11 Broad Street Charleston, SC 29401 *Attorney for the Plaintiffs*	Andrew W. Montgomery, Esq. Rogers Townsend & Thomas PC 1221 Main Street, 14th Floor (29210) PO Box 100200 Columbia, SC 29202 *Attorneys for the Defendant Emerald McDonough Road Holdings, LLC*
David C. Cleveland, Esq. Clawson and Staubes LLC 126 Seven Farms Drive, Suite 200 Charleston, SC 29492-8144 *Attorney for the Plaintiffs*	

Amanda C. Taylor
Paralegal to G. Hamlin O'Kelley, III

EXHIBIT A

1. Knowledge of the Defendants' offer to purchase Unit 1-A, the lower level of the Ship Store, along with C-21 and C-22, and all associated tanks and pumps.

2. Knowledge of the restated Master Deed from the time of its recording to the present.

3. Knowledge of the Plaintiffs' attempts to purchase the Plaintiffs' property.

4. Knowledge of the Defendants' offer to purchase Unit 1-A, the lower level of the Ship Store, along with C-21 and C-22, and all associated tanks and pumps.

5. Knowledge of meetings held by the Mariner's Cay Marina Council of Co-Owners, including meeting on June 21, 2016, to discuss the potential sale of Unit 1-A by the Defendants, and additional meetings of the Board's offer to purchase.

6. Knowledge of Mariner's Cay Marina Council of Co-Owners' attempt to purchase the units and dock slips from the Defendants.

X 7. Knowledge of Mariner's Cay Marina Council of Co-Owners' admission that the Defendants own the subject property that was not disputed until the commencement of litigation.

8. Knowledge of repairs to subject property made by the Defendants which should have been maintained by the Mariner's Cay Marina Council of Co-Owners along with restored electrical power and water service to the docks.

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Alben D. Neighbors and Dan G. Nekola, on behalf of themselves and others similarly situated, and Mariner's Cay Marina Council of Co-Owners, Inc., Plaintiffs, v. Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, and George A. Farmer Defendants.	IN THE COURT OF COMMON PLEAS CASE NO.: 2017-CP-10-03099 **AFFIDAVIT OF THOMAS V. BESSENT**

FILED
2017 SEP -5 P 12:49
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The undersigned, Thomas V. Bessent, being duly sworn deposes and says as follows:

1. I am the owner of Dock Unit D-01 in the Mariners Cay Marina Horizontal Property Regime, and I am also a member of the Board of Directors of the Mariners Cay Marina Council of Co-Owners, Inc. (the "Marina Council").

2. I acquired ownership of Dock Unit D-01 in August of 2006. Prior to the formation of Mariners Cay Marina Horizontal Property Regime, I leased this dock slip in the marina from the marina owner.

3. Mariners Cay Marina contains ninety boat slips. A two story building on timber piles is located on the high ground adjacent to the marina docks. This building is commonly referred to as the Ship Store. The Ship Store is part of the Mariners Cay Marina Horizontal Property Regime.

4. The Defendants Mariners Cay Condo, LLC and George A. Farmer, Jr. went into possession of the Ship Store in or around May of 2016, and they are currently in possession of the Ship Store.

PENGAD 800-631-6989
EXHIBIT
128
Bessent
8-15-19

5. The Ship Store houses the restrooms for the marina. These restrooms are required to be provided for the users of the marina as a condition of the marina permit issued by the South Carolina Department of Health and Environmental Control.

6. The marina permit also requires that an experienced operator be in charge of the marina. Accordingly, since the inception of the marina, a dockmaster (herein the "Dockmaster") has been employed, on site, to oversee the marina operations. The Dockmaster is employed by the Marina Council.

7. The marina permit and applicable DHEC regulations require that adequate, working wastewater pump-out facilities be provided at the marina. The pump for the wastewater pumpout facility at Mariner's Cay Marina is located on the ground floor space beneath the Ship Store, which space is enclosed and is currently locked by the Defendants Mariners Cay Marina Condo, LLC and George A. Farmer, Jr. The wastewater pump is in immediate need of service to clear an obstruction so that it will be operational. The Defendants Mariners Cay Marina Condo, LLC and George A. Farmer, Jr. have refused to permit the Marina Council to access the wastewater pump in order to service the same.

8. Since the Defendant Mariners Cay Marina Condo, LLC and George A. Farmer, Jr. went into possession of the Ship Store, said Defendants have excluded the Marina Council from accessing or otherwise utilizing the following:
    a. The ground space beneath the Ship Store building, where the marina wastewater pump is located. This space is enclosed by lattice and locked by said Defendants;
    b. The space located in the Ship Store formerly utilized by the Dockmaster as his office and for housing the Dockmaster's VHF radio and antenna using for communicating with boaters, file storage, the marina telephone and telephone lines, a wifi router and booster for internet service for the users and owners of the boat slips in the marina; and

c. The electrical control panel located in the Ship Store which houses the electronic controls for the wastewater pump-out facility and the security gate located on the gangway leading to the marina docks. The electronic controls for the security gate will be referred to herein as the "Dock Security System."

9. The Defendants Mariners Cay Marina Condo, LLC and George A. Farmer, Jr. have also roped off and blocked access to the handicap ramp on the west side of the Ship Store, which ramp provides handicapped persons the only means of access to the marina restrooms located in the Ship Store.

10. During the week of July 10, 2017, I personally requested that the Defendant Farmer permit the Marina Council to access the Dock Security System located in the Ship Store in order to program additional key fobs, which are used to access the security gate on the gangway leading to the marina docks. I have been informed that this programming process takes only about five minutes.

11. On Friday, July 14, 2017, Mr. Farmer e-mailed me to say that he refused to grant such access to the Dock Security System located in the Ship Store.

12. At approximately 8:00 a.m. on Monday, July 17, 2017, Mr. Farmer e-mailed me to say that he had removed the Dock Security System from the electrical panel located in the Ship Store and had placed the same on the steps outside of the Ship Store. After observing the Dock Security System which Mr. Farmer removed from the Ship Store, it appears that Mr. Farmer cut the electrical wires which connected the Dock Security System to the electrical control panel located in the Ship Store.

13. As a result of Mr. Farmer's removal of the Dock Security System on July 17, 2017, the security gate located on the gangway leading to the marina docks has been inoperable, and the marina docks are without sufficient security protection. The Plaintiffs will suffer irreparable harm if they are not permitted to re-install the Dock Security System in the Ship Store and thereby restore the gate security system for the marina docks. The

Plaintiffs will also suffer irreparable harm if they are not permitted access to the electrical control panel located in the Ship Store in order to repair and maintain the Dock Security System as needed and in order to turn off the power to the wastewater pump-out facility so that the wastewater pump can be safely serviced.

14. The Defendants Mariners Cay Fuel Dock, LLC and Mr. Farmer are currently in possession of boat slips C-21 and C-22, which are the commercial Fuel Docks for the marina. (herein the "Fuel Docks").

15. The wastewater pump-out facility at Mariner's Cay can only be utilized while a boat is temporarily moored at the Fuel Docks. The Defendants Mariner's Cay Fuel Dock, LLC and Mr. Farmer have regularly moored a boat at the Fuel Docks which prohibits boaters from using the wastewater pump-out facility. The Marina Council has repeatedly requested that said Defendants not moor their boat at the Fuel Docks, but the Defendants have ignored those requests.

16. The marina permit is in jeopardy of being revoked if the Defendants continue to obstruct the use of the wastewater pump-out facility. Therefore, the Plaintiffs will suffer irreparable harm if the Defendants are not enjoined from mooring any boats at the Fuel Docks or otherwise obstructing the use of the sewage pump-out facility.

17. The Plaintiffs will suffer irreparable harm unless this Court issues an Order:
    a. Prohibiting the Defendants from denying the Marina Council access to the electrical control panel located in the Ship Store because without such access the Marina Council is unable to control or service the Dock Security System which could result in unauthorized persons being on the docks thereby leading to theft and vandalism; and the Marina Council is unable to service the wastewater pump-out facility which will jeopardize the marina permit;
    b. Prohibiting the Defendants from denying the Marina Council access to the ground floor space beneath the Ship Store because without such access the

Marina Council is unable to service the wastewater pump which will jeopardize the marina permit;

c. Prohibiting the Defendants from obstructing access to the handicap ramp on the west side of the Ship Store because obstructing access to this ramp could lead to legal claims being made against the Marina Council by handicapped persons who are unable to access the marina restrooms. I am informed and believe that obstructing handicap access to the marina restrooms could also jeopardize the marina permit; and

d. Prohibiting the Defendants from obstructing access to wastewater pump-out facility located at the Fuel Docks because the Defendants' continued obstruction of this facility constitutes a violation of the marina permit and applicable DHEC regulations which will jeopardize the marina permit.

FURTHER AFFIANT SAYETH NOT.

Thomas V. Bessent
THOMAS V. BESSENT

Sworn to before me this 31st day of August, 2017.

Caroline M Bernotske (L.S.)
Caroline M Bernotske
(Print Name)
Notary Public for South Carolina
My Commission Expires: Jan 9, 2027

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO.: 2017-CP-10-3099
)
Alben D. Neighbors and Dan G. Nekola,)
on behalf of themselves and others)
similarly situated, and Mariner's Cay)
Marina Council of Co-Owners, Inc.,) **CERTIFICATE OF SERVICE**
)
Plaintiffs,)
)
v.)
)
Mariners Cay Marina Condo, LLC)
Mariners Cay Fuel Dock, LLC, and)
George A. Farmer,)
)
Defendants.)

FILED
2017 SEP -5 P 12:49
JULIE J. ARMSTRONG
CLERK OF COURT
BY

I hereby certify that I have served a copy of the Plaintiff's Motion for Temporary Injunction and Affidavit of Thomas V. Bessent on G. Hamlin O'Kelley, III, Esquire, attorney for the Defendants Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC and Robert G. Jones, Esquire, attorney for the Defendant George A. Farmer, Jr., by placing a copy of same in the United States mail with sufficient postage attached thereto and addressed as follows on the date indicated below:

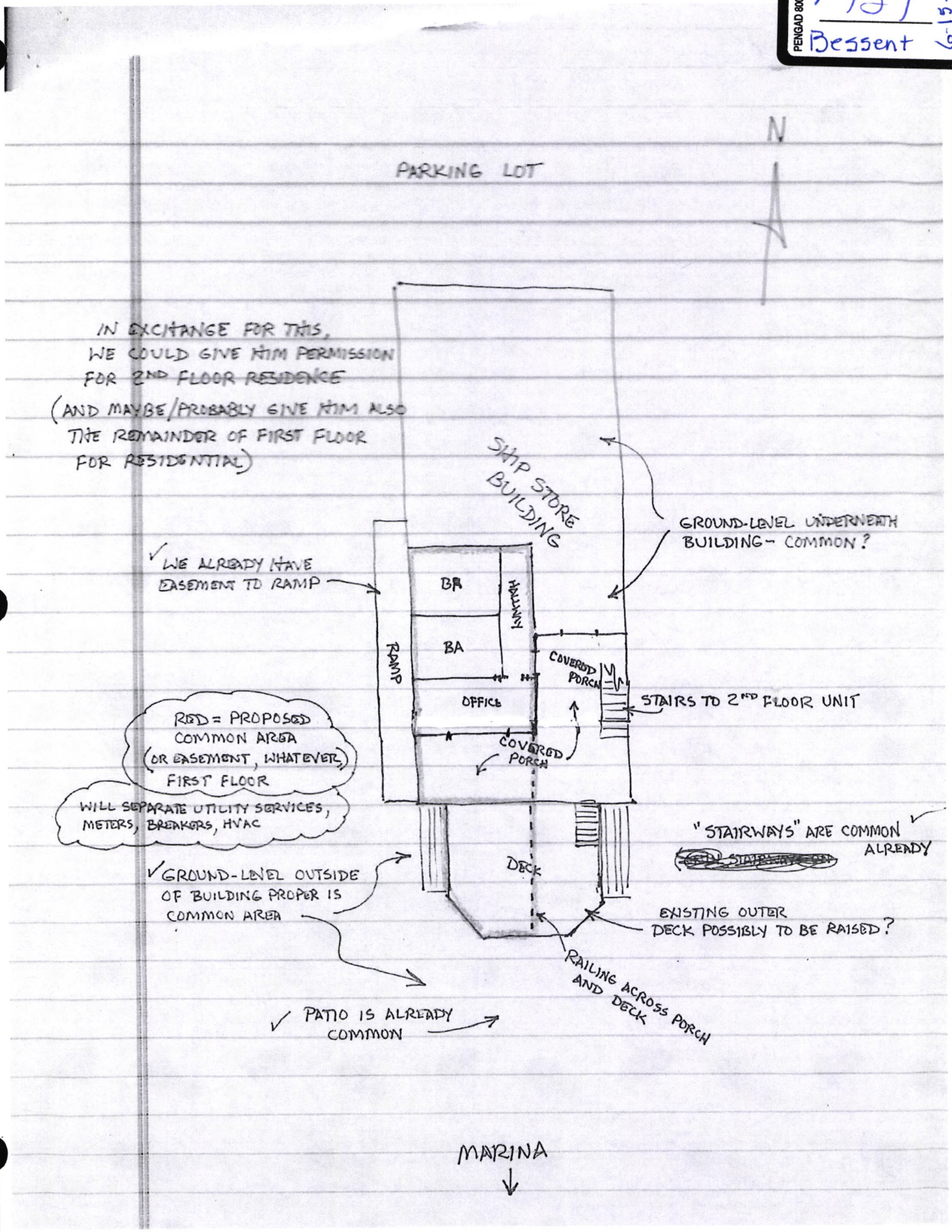
G. Hamlin O'Kelley, III, Esquire
Buist Byars & Taylor, LLC
652 Coleman Blvd., Ste. 200
Mt. Pleasant, SC 29464

Robert G. Jones, Esquire
Qualey Law Firm
23 Broad Street
Charleston, SC 29401

Susan E. Deon
Legal Assistant to Capers G. Barr, IV

Charleston, South Carolina
September 1, 2017

PENGAD 800-631-6989
EXHIBIT
129
Bessent
6-15-18



MC-864

Sue Gates

From: Roger Camp <recamp2009@gmail.com>
Sent: Monday, November 07, 2016 10:55 PM
To: Tom Bessent; Ron McGuire; David Nauheim; Jeffrey Heatley
Subject: Marina 2002 and 2007 Documents
Attachments: 1 Marked Up version Marina and MCYC Agreement 2 2007.pdf

All,
Per our discussion this evening, attached is a marked up copy of the agreements we discussed.

Should you find a difference or contrary statement to what we discussed let me know so we and our legal counsel are on the same page.

This is on Page 5 of the 2002 Agreement.

XI. USE:

It is recognized by the ASSOCIATION that under the terms of the Master Deed by which the horizontal property regime known as Mariner's Cay was created, which Master Deed is recorded in Book J128 at Page 300, as amended, the MARINA was created to coexist with the ASSOCIATION as a commercial entity, with a right to conduct commercial business in connection with its operation as a MARINA in the Charleston, South Carolina area, and that subject to the statutory and common laws and regulations of the jurisdiction in which it conducts its business, and the Rules referred to in Paragraph V herein, and except as otherwise stated herein, the MARINA is free to conduct its business without control, direct, indirect, architecturally or otherwise, by the ASSOCIATION.

We look forward to working with you.

Roger Camp
843-633-0171 Home Office
317-308-8264 Cell



BKB 619PG532

CLARIFICATION AGREEMENT

THIS CLARIFICATION AGREEMENT (the "Agreement") is made and entered into effective as of the 1st day of February, 2007 (the "Effective Date") by Marina at Mariner's Cay, LLC, a South Carolina limited liability company ("Marina at Mariner's Cay"); Mariner's Cay Marina Council of Co-Owners, Inc., a South Carolina non-profit corporation ("Marina Council"); and Mariner's Cay Racquet & Yacht Club Homeowners Association, Inc., a South Carolina non-profit corporation ("Homeowners Association"). Marina at Mariner's Cay, Marina Council and Homeowners Association are sometimes jointly referred to as the "parties", or separately referred to as a "party".

RECITALS

1. On March 16, 2002, Homeowners Association and Mariner's Cay Marina, Inc., then the owner of all Mariner's Cay marina facilities ("Marina"), entered into an Agreement (the "2002 Agreement") which was intended to "resolve and settle"..."certain disputes (which) have previously existed between the Marina as a commercial business and independent commercial marina and the (Homeowners) Association...." The 2002 Agreement covers issues such as parking, underground storage tanks and Ship' Store location, sharing of expenses, signs, joint boat ramp use, and security gate access. Paragraph X of the 2002 Agreement provides that "the parties hereto agree to the matters set forth herein for themselves and that their successors and assigns and legal representatives are to be perpetually bound by all the term and conditions of this Agreement." Concurrently with the execution of the 2002 Agreement, Homeowners Association conveyed to Mariner's Cay Marina, Inc., its successors and assigns, another permanent easement and right-of-way "for the purpose of ingress and egress and the installation of utility services for the marina at Mariner's Cay..." (the "Easement"). The 2002 Agreement and the Easement were recorded in the RMC Office for Charleston, County, South Carolina, at Book Y-402, page 129 and Book Y-402, page 125, respectively.

2. By Assignment of Agreement dated June 23, 2003, recorded in the RMC Office for Charleston, County, South Carolina, at Book W-461, pages 073 et seq., Mariner's Cay Marina, Inc. assigned its interest in the 2002 Agreement to MC Marina, LLC, a successor owner of Mariner's Cay Marina, subject to the 2002 Agreement and the Easement.

3. By Title to Real Estate dated February 10, 2006, recorded in the RMC Office for Charleston, County, South Carolina, at Book C-573, pages 222 et seq., MC Marina, LLC conveyed the Marina to Suncoast Properties of South Carolina, LLC ("Suncoast"), subject to the 2002 Agreement and the Easement.

4. By Title to Real Estate dated May 11, 2006, recorded on May 18, 2006 in the RMC Office for Charleston, County, South Carolina, at Book V-583, pages 508 et seq., Suncoast conveyed the Marina to Marina at Mariner's Cay, subject to the 2002 Agreement and the Easement.

5. By Master Deed for Mariner's Cay Marina Horizontal Property Regime, for which Marina Council constitutes the official legal entity, recorded on May 18, 2006 in the RMC Office for Charleston, County, South Carolina, at Book V-583, pages 584 et seq., Marina at Mariners Cay subjected the Marina to a condominium form of ownership, subject to the 2002 Agreement and the Easement.

TERMS OF AGREEMENT

FOR AND IN CONSIDERATION of the Recitals set forth above and the promises and conditions contained in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. 2002 Agreement and Easement Acknowledged

The terms of the 2002 Agreement and Easement are acknowledged and ratified by the parties and shall be interpreted as set forth below.

2. Fuel Storage Tanks

The fuel storage tanks which are part of the Marina are currently owned by Marina at Mariner's Cay. Pursuant to the 2002 Agreement, Marina at Mariner's Cay, as the current owner of the tanks, indemnifies and holds harmless the Association against any damages resulting from the presence or operation of the tanks during the term of its ownership. Successor owners of the tanks shall have that same obligation during the term of their ownership.

3. Security Gates

The parties have no objection to the maintenance of security gates by the Homeowners Association. Recorded agreements that existed prior to the 2002 Agreement require that Marina owners, users and employees have access to the Marina and parking areas. The 2002 Agreement confirms in greater detail the right of access for Marina owners, users and employees through the security gate in the same manner as Homeowners Association members, including use of gate cards.

4. Parking Spaces

The 2002 Agreement specifies that 32 parking spaces are reserved for Marina use and 34 Visitor parking spaces are reserved for joint use by the Marina and the Homeowners Association.

5. One Percent of Sales Revenues to Homeowners Association

The 2002 Agreement contains provisions regarding sharing of expenses for repair and replacement of shared roadways and parking areas, and includes the following provision:

> "Marina will pay to the (Homeowners) Association each month (i) the sum of $250.00, plus (ii) one percent (1%) of the gross revenue of the Marina business operations for the previous month, defined as income from any sources less sales tax."

This provision requires that one percent (1%) of the gross revenue of Ship's Store sales, fuel operations, and slip rentals shall be paid to the Homeowners Association, but such provision does not require payment of one percent (1%) of revenues from the sale of the Marina or condominium units. Notwithstanding, as a good will gesture, Marina at Mariner's Cay shall voluntarily contribute one percent (1%) of the gross revenue it receives from the initial sale of Marina condominium boat slip units. Persons who purchase condominium boat slip units from Marina at Mariner's Cay, and the successors and assigns of such purchasers, shall not be required to pay any portion of such sales revenues to the Homeowners Association.

Did we get any revenue from this agreement?

6. Marina Renovation Permits

The Homeowners Association will not contest the validity of the Marina renovation permits issued on July 6, 2006 by the Department of the Army Corps of Engineers and issued on August 21, 2006 by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management.

7. Necessary Documents and Actions.

The parties shall cooperate fully and execute all supplementary documents and take all additional actions that may reasonably be necessary in order to implement the terms of this Clarification Agreement.

8. Governing Law

This Clarification Agreement shall be interpreted in accordance with the laws of the State of South Carolina.

9. Counterparts.

This signature pages for this Agreement may be executed in one or more counterparts which, when all are executed and combined, shall constitute a properly executed and complete Agreement.

BKB 619PG535

10. Recording.

This Agreement shall be recorded by Marina at Mariner's Cay and the recording information shall be provided to each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

WITNESSES:

WITNESS

WITNESS (MAY BE NOTARY)

MARINA AT MARINER'S CAY, LLC

By: G. Peter Manos
A Member

WITNESSES:

WITNESS

WITNESS (MAY BE NOTARY)

MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.

By: G. Peter Manos
Its President

WITNESSES:

PATRICK A. WIBON
WITNESS

Patrick A. Wibon
WITNESS (MAY BE NOTARY)

MARINER'S CAY RACQUET & YACHT CLUB HOMEOWNERS ASSOCIATION, INC.

By:
Its President

BK B 619PG536

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) **ACKNOWLEDGMENT**

The foregoing document was acknowledged before me this 14th day of March, 2007, by Marina at Mariner's Cay, LLC, by and through its member, G. Peter Manos.

Signature of Notary (SEAL)
Print Notary Name: Donald A. Furtado
Notary Public for South Carolina
My Commission Expires: 12 Sept. 2011

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) **ACKNOWLEDGMENT**

The foregoing document was acknowledged before me this 14th day of March, 2007, by Mariner's Cay Marina Council of Co-Owners, Inc., by and through its President, G. Peter Manos.

Signature of Notary (SEAL)
Print Notary Name: Donald A. Furtado
Notary Public for South Carolina
My Commission Expires: 12 Sept. 2011

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) **ACKNOWLEDGMENT**

The foregoing document was acknowledged before me this 7th day of March, 2007, by Mariner's Cay Racquet & Yacht Club Homeowners Association, Inc., by and through its President, R. Powell.

Barbara S. Mecburg
Signature of Notary (SEAL)
Print Notary Name: Barbara S. Mecburg
Notary Public for South Carolina
My Commission Expires: 1/24/2011

BKB 619PG537

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

FILED

March 19, 2007

10:01:57 AM

BKB 619PG532

Charlie Lybrand, Register
Charleston County, SC

Filed By:

McNair Law Firm, P.A.

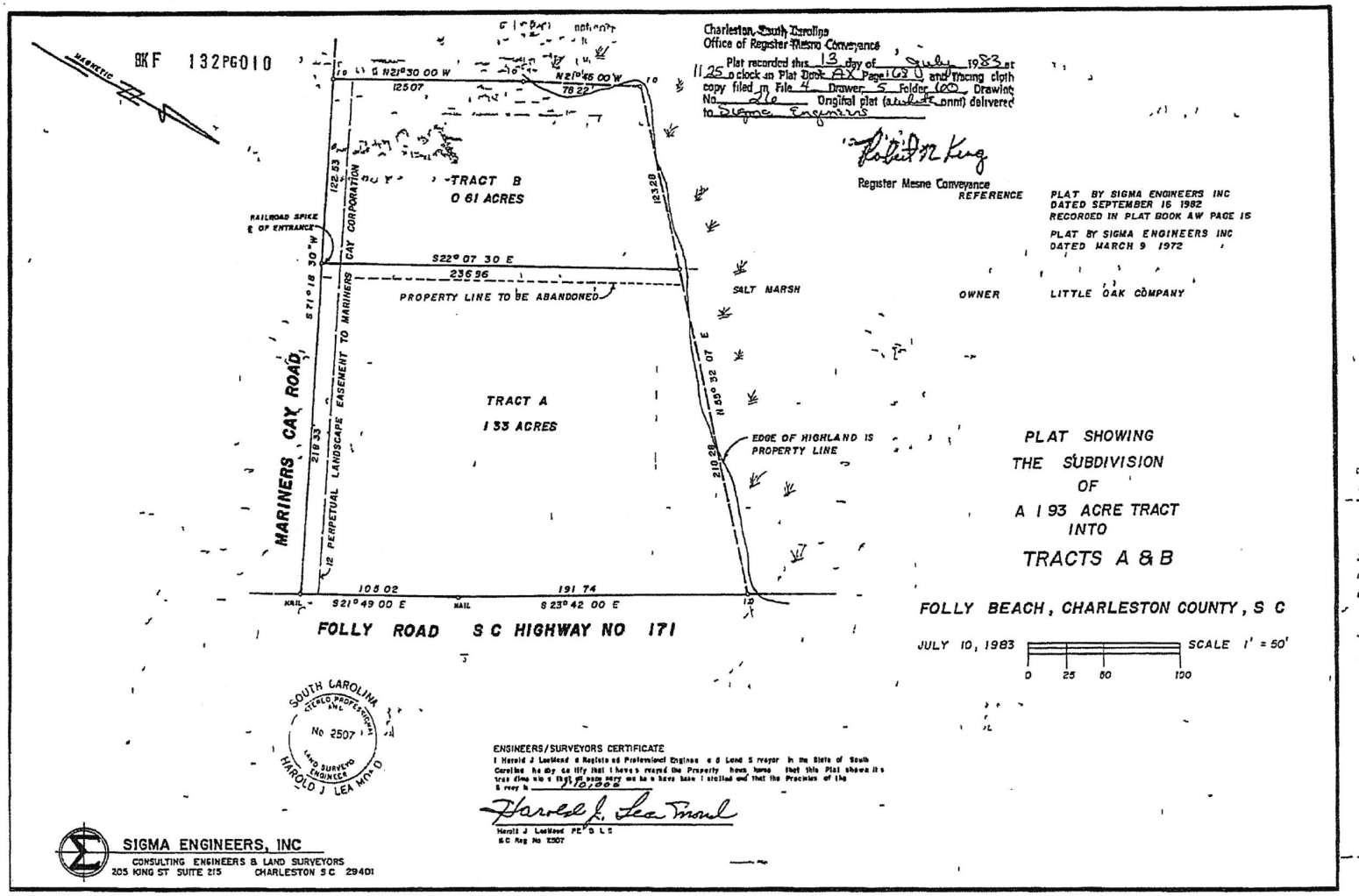
100 Calhoun St.
Charleston SC 29401

Number of Pages: 6

DESCRIPTION	AMOUNT
MISC/AGMT	$ 11.00
Postage	
TOTAL	$ 11.00

DRAWER: C - slw

DO NOT STAMP BELOW THIS LINE


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MAGNETIC
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12507
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TRACT B
0 61 ACRES
RAILROAD SPIKE
E OF ENTRANCE
122 83
CAY CORPORATION
S71° 18 30" W
S22° 07 30 E
236 96
PROPERTY LINE TO BE ABANDONED
SALT MARSH
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N 69° 32 07 E
MARINERS CAY ROAD
12' PERPETUAL LANDSCAPE EASEMENT TO MARINERS
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105 02
191 74
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FOLLY ROAD S C HIGHWAY NO 171
Charleston South Carolina
Office of Register Mesne Conveyance
Plat recorded this 13 day of July 1983 at
11 25 o clock in Plat Book AX Page 102 and tracing cloth
copy filed in File 4 Drawer 5 Folder 100 Drawing
No 210 Original plat (a true print) delivered
to Pierce Engineers
Robert M King
Register Mesne Conveyance
REFERENCE
PLAT BY SIGMA ENGINEERS INC
DATED SEPTEMBER 15 1982
RECORDED IN PLAT BOOK AW PAGE 15
PLAT BY SIGMA ENGINEERS INC
DATED MARCH 9 1972
OWNER
LITTLE OAK COMPANY
PLAT SHOWING
THE SUBDIVISION
OF
A 1 93 ACRE TRACT
INTO
TRACTS A & B
FOLLY BEACH, CHARLESTON COUNTY, S C
JULY 10, 1983
SCALE 1' = 50'
0 25 50 100
SOUTH CAROLINA
REGD PROFESSIONAL
No 2507
LAND SURVEYOR
ENGINEER
HAROLD J LEA MPLO
ENGINEERS/SURVEYORS CERTIFICATE
I Harold J LeaMond a Registered Professional Engineer and Land Surveyor in the State of South
Carolina hereby certify that I have surveyed the Property shown hereon that this Plat shown is a
true diagram of that survey and that I have used and that the Provisions of the
S rvey h 10 20 83
Harold J. LeaMond
Harold J LeaMond PE & L S
S C Reg No 2507
SIGMA ENGINEERS, INC
CONSULTING ENGINEERS & LAND SURVEYORS
205 KING ST SUITE 215 CHARLESTON S C 29401

BK Y402PG129

STATE OF SOUTH CAROLINA)
) AGREEMENT
COUNTY OF CHARLESTON)

This Agreement is entered into between Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. (the "ASSOCIATION") and Mariner's Cay Marina, Inc. (the "MARINA") on the date set forth below. Certain disputes have previously existed between the MARINA as a commercial business and independent commercial marina and the ASSOCIATION on behalf of the owners of residential condominium units, and the parties recognize their intention to resolve and settle those previous disputes as set forth herein.

I. PARKING AGREEMENT:

a. There are currently parking spaces at Mariner's Cay Horizontal Property Regime in these categories:

Residential Spaces	147
Marina Spaces	32
Residential Boat Spaces	24
Visitor Spaces	34
TOTAL	237

← 1.25 Spaces for MC Residents

← Are these with the Ship Store or the Docks?

An overall Sketch of Parking Area at Mariners Cay (prepared by George A.Z. Johnson, Jr., Inc., SCRLS, on October 9, 2001) is attached to this Agreement (Attachment A) indicating the location of the parking space categories as they have been agreed to by the parties to hereafter be permanently located. The number of parking spaces for Marina Spaces and Visitor Spaces as set forth on the Sketch cannot be reduced hereafter.

b. The ASSOCIATION designates to the sole use of the MARINA and MARINA customers the current "boat storage" area across from the MARINA (a/k/a the garbage dumpster area) that includes seventeen (17) parking spaces, the six (6) parking spaces in front of the Ship's Store, and the nine (9) parking spaces across from the MARINA next to the lagoon side for a total of thirty-two (32) parking spaces. These thirty-two (32) spaces will be clearly marked as "Marina".

MCHOA E&W.

The ASSOCIATION assigns to the MARINA all rights for the MARINA to prevent Association residents or their visitors from parking in the MARINA Spaces, to include ticketing and towing offenders.

c. At such time as the ASSOCIATION eliminates or discontinues its present system of maintaining Residential Boat Spaces, any of the twenty-four (24) spaces which thereby become available shall be permanently allocated and designated "Residential" or "Visitor" spaces, on an alternating 50/50 basis.

MCHA MB

d. The MARINA will control all of its customers so that they shall not park in any parking spaces other than those designated Marina Spaces or Visitor Spaces.

e. All parking spaces, whether designated for Residential Unit Owners, Resident Boat Spaces, MARINA Spaces, or Visitor Spaces, will hereafter continuously be clearly marked by the ASSOCIATION for their intended use.

f. All existing and future traffic flow and other signs of both the ASSOCIATION and the MARINA shall clearly indicate that parking spaces indicated as "Visitor" shall be jointly used as provided herein.

II. UNDERGROUND STORAGE TANKS AND SHIP'S STORE LOCATION:

The parties acknowledge that the location of the underground fuel tank storage tanks, the Ship's Store and the walkways owned by the MARINA encroaches to some extent upon common property of the ASSOCIATION. In recognition of the practical difficulties associated with the removal of this encroachment, the parties have simultaneously executed a written easement that allows for the continuance of all encroaching items in their present location by the ASSOCIATION so long as this Agreement is effective. In consideration of the granting of such an easement by the ASSOCIATION, the MARINA agrees to Indemnify and Hold Harmless the ASSOCIATION against any damages resulting or claimed to result from the presence, use, operation or malfunction of the fuel storage tank location, the Ship's Store or the walkways herein mentioned. It is the intention of both the ASSOCIATION and the MARINA to include the other as an additional insured under any liability insurance policies to the extent that such arrangement is practical and reasonable. The ASSOCIATION and the MARINA recognize that such inclusions must be mutual, and will require the approval of the insurance carriers involved. At such time as this intention is accomplished, the ASSOCIATION and the MARINA will provide each other with appropriate documentation of their status as insureds.

III. SHARING OF EXPENSES:

a. MARINA will pay to the ASSOCIATION per each month, (i) the sum of $250.00, plus (ii) one percent (1%) of the gross revenue of the MARINA business operations for the previous month. The payments to be made by the fifteenth (15th) day of each month for the previous month. The term "gross revenue" is defined as income from any sources less sales tax. By March 1st of each year, the MARINA will provide the ASSOCIATION with an accountant's sales recap of sales by the MARINA business operations for the previous calendar year.

M.C. H.O.H
E.E. W.

The payment of this sum is to reimburse the ASSOCIATION for use of those common areas contemplated by the reservation of easements specified in Article X,

Section 4, of the Master Deed recorded in Book J 128 at Page 300 in the records of the RMC Office for Charleston County, South Carolina.

Any payment not made within seven (7) days of the end of each month will incur a late charge of five percent (5%) of the amount due.

In the event of a natural disaster, act of God, fire or similar catastrophic event which results in a reduction of the MARINA'S net income by more than thirty-three percent (33%) when compared to the same period during the previous fiscal year, the MARINA'S monthly contribution to the shared expenses, as provided in Paragraph III a (ii), above, will be reduced proportionately for each such period, not to exceed ten (10) months.

Notwithstanding this reduction in the contribution based on gross revenue, the monthly obligation of $250.00, as provided in Paragraph III a (i), above, shall continue.

It is the intention of the parties to recognize and provide for the potential that the Marina, as a result of significant destruction or interference with operations as a result of natural disaster, should not be required to contribute according to the pre-disaster formula if income is suddenly and unexpectedly and significantly reduced as a result of circumstances beyond its control.

The following example is intended to illustrate the intention of the parties, as expressed above:

> If a storm, flood, fire or similar "disaster" occurs on April 1, 2002, the Marina's May 2002 contribution will be made in accord with the formula applicable before the disaster. However, if the income for June 2002 is less than sixty-six and six-tenths percent (66.6%) of the average monthly income for the 12 months preceding the disaster, the Marina contribution for June 2002 will be reduced by the same percentage, with similar analysis for each succeeding month, not to exceed ten months following April 1, 2002.

b. In addition to the sharing of the annual expenses as set forth above, the MARINA will assist the ASSOCIATION in the payment of any special assessment levied against the ASSOCIATION owners for the singular purpose of repairing or replacing the roadways and parking areas of the Mariner's Cay Development in an amount equal to fourteen percent (14%) of such special assessment. The MARINA will also share in payment of fourteen percent (14%) of an expense for the same singular purpose if such is made from capital reserve funds of the ASSOCIATION.

Is this SS or Dock Owners

MC HOA

E.E.M.

MCM MB

IV. RECORDING:

The parties agree that this Agreement shall be formally executed in recordable form and will be recorded in the Registrar of Deeds Office for Charleston County, South Carolina.

V. RULES:

The MARINA has created a set of Rules (Attachment B) dated January 2, 2002, for the conduct of MARINA customers while they are on the property of the ASSOCIATION and such Rules have been reviewed by and are acceptable to the ASSOCIATION. Any amendments to these Rules must be executed in writing by both parties.

VI. SIGN:

Both parties represent that they have agreed to the design and dimensions of a sign for the MARINA on the real property of the ASSOCIATION. The design and dimensions of the sign are set forth on Attachment C hereto and shall not be amended except by the written consent of both parties.

VII. BOAT RAMP:

The Boat Ramp located immediately to the West of the marina building is hereafter to be for the joint use of MARINA customers and ASSOCIATION residents and any sign will reflect the same. Any and all maintenance or repairs or replacement items to the Boat Ramp will be equally shared by the parties upon their joint decision to make such.

VIII. SECURITY GATE:

MARINA customers and employees are to have unimpeded access through the security gate of the ASSOCIATION to come and go to the Marina. ASSOCIATION charges for gate cards to be the same for MARINA customers as ASSOCIATION members.

IX. COOPERATION:

It is understood by the parties that each will strive to keep the other informed of its respective concerns and that each will communicate and cooperate with a goal of peaceful coexistence.

X. SUCCESSORS:

The parties hereto agree to the matters set forth herein for themselves and that their successors and assigns and legal representatives are to be perpetually bound by all the terms and conditions of this Agreement.

XI. USE:

It is recognized by the ASSOCIATION that under the terms of the Master Deed by which the horizontal property regime known as Mariner's Cay was created, which Master Deed is recorded in Book J128 at Page 300, as amended, the MARINA was created to coexist with the ASSOCIATION as a commercial entity, with a right to conduct commercial business in connection with its operation as a MARINA in the Charleston, South Carolina area, and that subject to the statutory and common laws and regulations of the jurisdiction in which it conducts its business, and the Rules referred to in Paragraph V herein, and except as otherwise stated herein, the MARINA is free to conduct its business without control, direct, indirect, architecturally or otherwise, by the ASSOCIATION.

XII. TERM:

The term of this Agreement is to begin on March 18, 2002, and shall continue for so long as the horizontal property regime known as Mariner's Cay created by the Master Deed recorded in Book J128 at Page 300, as amended, of the Charleston County, South Carolina public records is in legal force and effect.

Any amendment to this Agreement shall be in writing, signed by both parties, and recorded in the Registrar of Deeds for Charleston County, South Carolina.

Dated this 18th day of MARCH, 2002.

Witness 1

Witness 2

Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc.

By: E. E. Wilder
Its: President

Witness 1

Witness 2

Mariner's Cay Marina, Inc.

By: D. Graham
Its: Vice President

****

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Geoffrey H. Waggoner (as Witness 1) who, upon being duly sworn, deposes and says that s/he saw the within named Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. by E. E. Wilder, its President, sign, seal and as its act and deed deliver the within Agreement and that s/he with Barbara S. Nixon (as Witness 2) witnessed the execution thereof.

SWORN to before me on
March 18, 2002

Barbara S. Nixon

Notary Public for South Carolina
My Commission Expires: 1/24/11

Signature of Witness 1

BK Y402PG135

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Libby W. Jennings (as Witness 1) who, upon being duly sworn, deposes and says that s/he saw the within named Mariner's Cay Marina, Inc. by G. Gregg Smith, its Vice President, sign, seal and as its act and deed deliver the within Agreement and that s/he with J. Thomas Mikell (as Witness 2) witnessed the execution thereof.

SWORN to before me on
March 18, 2002

J. Thomas Mikell

Notary Public for South Carolina
My Commission Expires: 03/12/2009

Libby W. Jennings
Signature of Witness 1

ATTACHMENT A

SKETCH OF PARKING AREA AT MARINERS CAY

Dated 10-09-01

MICHOH
EEW

MCH

ATTACHMENT B

MARINA CUSTOMER RULES

Dated 01-02-02

MICH 07
EE.V.

BK " Y402PG138

MARINER'S CAY MARINA, INC.

Common Area Rules and Regulations

Mariner's Cay Marina is located within a gated community. While the marina is not a member of the Mariner's Cay home owners association, we do share parts of the common area such as parking, green areas etc. In that light, all persons having a vessel at the marina shall abide by the following rules while using any of the shared common area.

1. Marina customers will park in the area assigned to them by the marina staff. In the event that all marina assigned spaces are full, you may park in any space that is marked "Visitor". If you park in any other space, your car will be subject to be towed at your expense.

2. All garbage must be placed in the can provided on the docks. In the event that they are filled, you must take garbage to the dumpster. The dumpster is for household garbage. You are required to haul away (off the Mariner's Cay property) all other items.

3. Household pets must conform to any ordinances of the Town of Folly Beach. Pets should be on a leash when taken off the docks at all times.

4. All pet waste must be picked up and discarded properly when your pet is being walked on the green area of the community. Failure to abide by this could result in your being asked to vacate the marina.

5. All customers will have to have proper gate cards for ingress and egress to the community.

6. Marina customers will be personally responsible for any and all damage that you cause to the common area of the community, as well as to the marina.

7. Marina customers will be responsible for insuring that any guests of theirs abide by these rules and will be held for any monetary damages that a guest may cause.

This is a legal document and can't be changed with written consent by the MARINA and MCHOA.

MC HOA

ATTACHMENT C

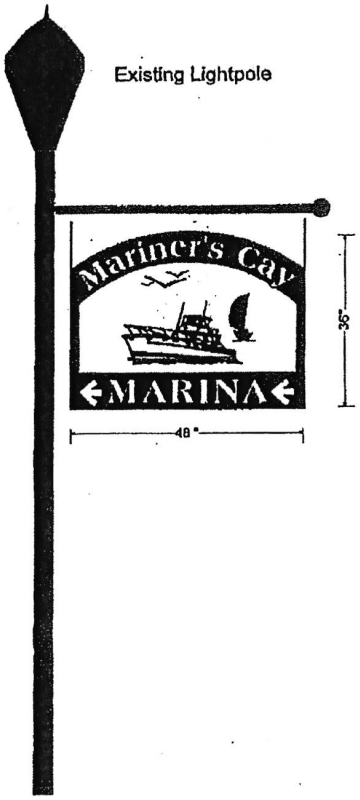
SIGN DESIGN & DIMENSIONS

MCHOA
E&M

MM
MC

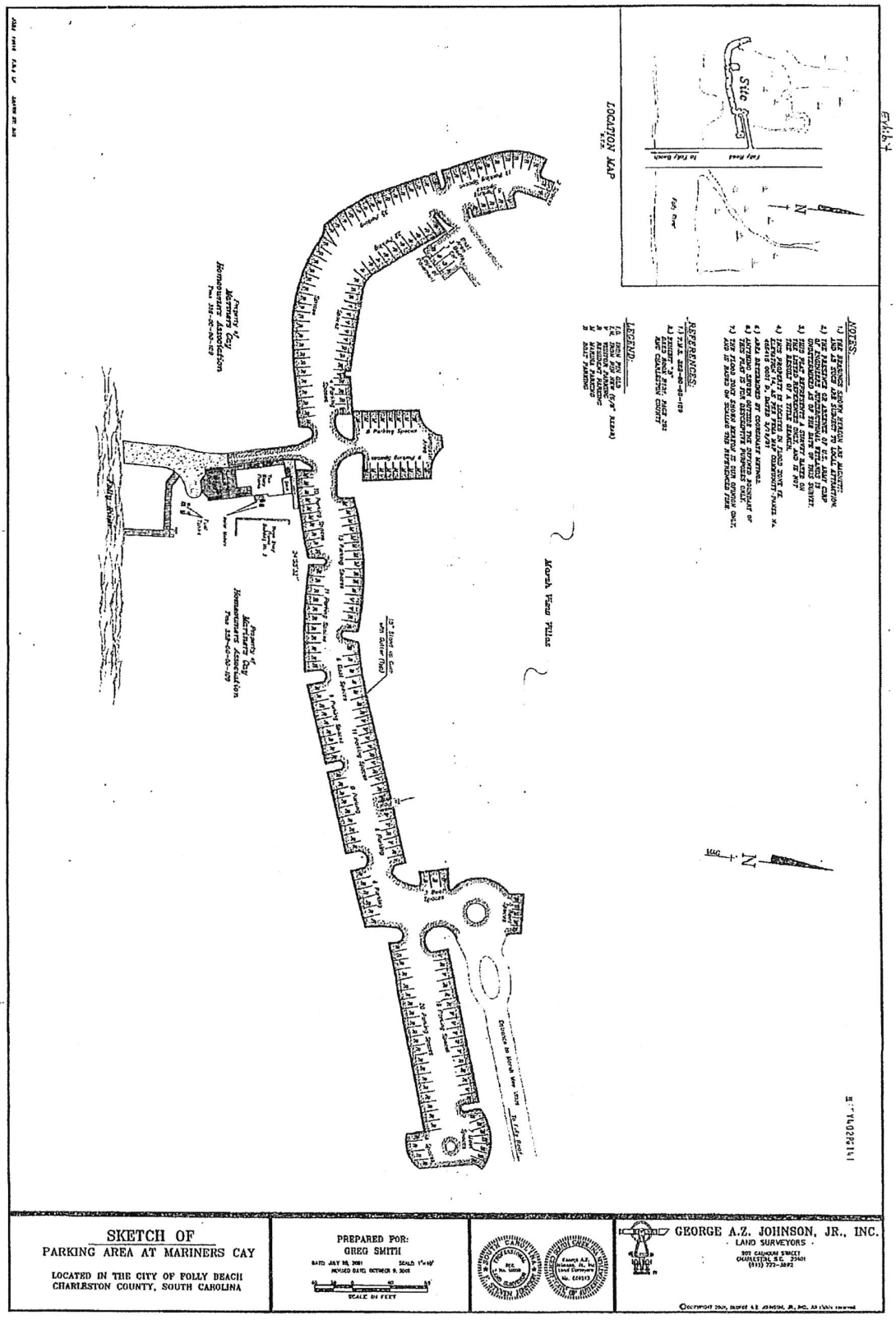
Phone 843-723-8040 ~ Fax 843-723-0334 ~ E-mail brookssigncenter@aol.com

BK Y402PG140



MICHOH,
E.G.W.
MCM

287 Huger Street ~ Charleston, South Carolina ~ 29403


LOCATION MAP
N.T.S.
Site
Folly Road
To Folly Beach
Fort Moultrie
NOTES:
REFERENCES:
LEGEND:
Property of Mariners Cay Homeowners Association
Marsh View Villas
SKETCH OF
PARKING AREA AT MARINERS CAY
LOCATED IN THE CITY OF FOLLY BEACH
CHARLESTON COUNTY, SOUTH CAROLINA
PREPARED FOR:
GREG SMITH
SCALE IN FEET
GEORGE A.Z. JOHNSON, JR., INC.
LAND SURVEYORS

BK P Y402PG142

Geoffrey N. Waggoner
2850 Ashley Phosphate Rd.
Chas. SC
29418

FILED
Y402-129
2002 APR 11 AM 8:51
CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

19.00
pst 1.00
20.00
A

BK P Y402PG128

Geoffrey A. Waggoner
2850 Ashley Phosphate Rd.
Chas. SC
29418

10.00
A

FILED
Y402-125
2002 APR 11 AM 8:51
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Attachment A - Description BK Y402PG127

ALL that piece, parcel or lot of land, with the buildings, improvements, and facilities thereon, situate and lying on the North side of the Folly River in Mariner's Cay Development shown and designated as "Ship Store" on a plat entitled "Composite Drawing Mariner's Cay" made by Gifford, Nielson and Williams dated June 2, 1983, and recorded June 3, 1983, in Plat Book AX, page 114 (Book U-131, page 114), RMC Office for Charleston County, South Carolina.

Together with a perpetual, non-exclusive, common, and transferrable commercial easement appendant and appurtenant to the aforesaid property described as "Ship Store" upon and through all those certain roads, ways, and parking areas between the aforesaid Ship Store and Folly Road, all as will more fully appear by reference to the aforesaid plat of G. N. W. and Article X and Exhibit F of the Master Deed for Mariner's Cay Racquet and Yacht Club recorded in Book J-128, page 300, RMC Office for Charleston County. The said easement shall be used by the Grantee, its successors and assigns, and other persons having lawful use of said roads, ways, and parking areas. Said easement shall commence at the right of way of Folly Road and terminate upon the property herein mortgaged. The said easement is essentially necessary to the commercial enjoyment and use of the premises and is to run with the land.

AND ALSO a perpetual non-exclusive common, commercial and transferrable easement appendant and appurtenant to the aforesaid parcel, over, upon and through that certain road, way and parking facilities extending from the parking area just North of the said Ship Store and terminate upon the most southerly portion of the marina facilities. The said easement is essentially necessary to the commercial enjoyment and use of the premises and is to run with the land.

The use of said easement shall include, but is not limited to, right of ingress and egress and parking of the Grantee, its successors and assigns, customers, tradesmen, repairmen, and suppliers; and such other uses that are necessary and convenient to the use of said Ship Store and marina facilities.

The above description is taken from the Master Deed of Mariner's Cay Horizontal Property Regime and is to be amended in part to include the specific real property set forth as follows: All that parcel of real property containing 0.069 acres and described on a plat prepared by F. Steven Johnson, SCRLS, on March 19, 1996 revised April 7, 2000 as recorded in Plat Book EF at Page 515.

Executed on March 18, 2002.

Mariner's Cay Racquet & Yacht Club Homeowners Association, Inc.

Barbara S. Nixon
Witness 1

Geoffrey H. Waggoner
Witness 2

By: Edward E Wilder
PRESIDENT, MCHOA

Attest: Nancy Whitson
Secretary Treasurer

****

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Barbara Nixon (as Witness 1) who, upon being duly sworn, deposes and says that s/he saw the within Mariner's Cay Racquet & Yacht Club Homeowners Association, Inc. by Edward E. Wilder, its President, and attested to by Nancy Whitson, its Secretary, sign, seal and as its act and deed deliver the within written Easement for the uses and purposes therein mentioned, and that s/he with Geoffrey H. Waggoner (as Witness 2) witnessed the execution thereof.

SWORN to before me on March 18, 2002

Notary Public for South Carolina
My Commission Expires: 10-20-09

Barbara S. Nixon
Signature of Witness 1

BK : Y402PG125

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

EASEMENT

From: Mariner's Cay Racquet & Yacht Club Homeowners Association, Inc. : GRANTOR

To: Mariner's Cay Marina, Inc.
Post Office Box 1229
Folly Beach, SC 29439 : GRANTEE

KNOW all men by these presents that Mariner/s Cay Racquet & Yacht Club Homeowners Association, Inc. (hereinafter GRANTOR) in consideration of the sum of Ten and No/100 ($10.00) Dollars, the receipt of which is hereby acknowledged, paid by Mariner's Cay Marina, Inc. (hereinafter GRANTEES) do hereby bargain, sell, convey, release, transfer and deliver to the GRANTEE, its successors and assigns forever, a permanent easement and right-of-way, including the perpetual right to enter upon the real property described herein after at any time.

The real property to which this grant of Easement applies is applicable is more particularly described on Attachment A hereto.

This Easement is granted for the purpose of ingress and egress and the installation of utility services for the marina at Mariner's Cay. Both parties hereto understand that the Easement is not to be construed as an Easement given to the exclusion of the GRANTOR, its successors or assigns, but it is to be shared in common by the GRANTOR and GRANTEE, both of their successors and assigns forever.

To have and to hold the Easement and Right-of-Way granted hereunder to the GRANTEE, its successors and assigns forever.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT

This Agreement is entered into between Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. (the "ASSOCIATION") and Mariner's Cay Marina, Inc. (the "MARINA") on the date set forth below. Certain disputes have previously existed between the MARINA as a commercial business and independent commercial marina and the ASSOCIATION on behalf of the owners of residential condominium units, and the parties recognize their intention to resolve and settle those previous disputes as set forth herein.

I. PARKING AGREEMENT:

a. There are currently parking spaces at Mariner's Cay Horizontal Property Regime in these categories:

Residential Spaces	147
Marina Spaces	32
Residential Boat Spaces	24
Visitor Spaces	34
TOTAL	237

An overall Sketch of Parking Area at Mariners Cay (prepared by George A.Z. Johnson, Jr., Inc., SCRLS, on October 9, 2001) is attached to this Agreement (Attachment A) indicating the location of the parking space categories as they have been agreed to by the parties to hereafter be permanently located. The number of parking spaces for Marina Spaces and Visitor Spaces as set forth on the Sketch cannot be reduced hereafter.

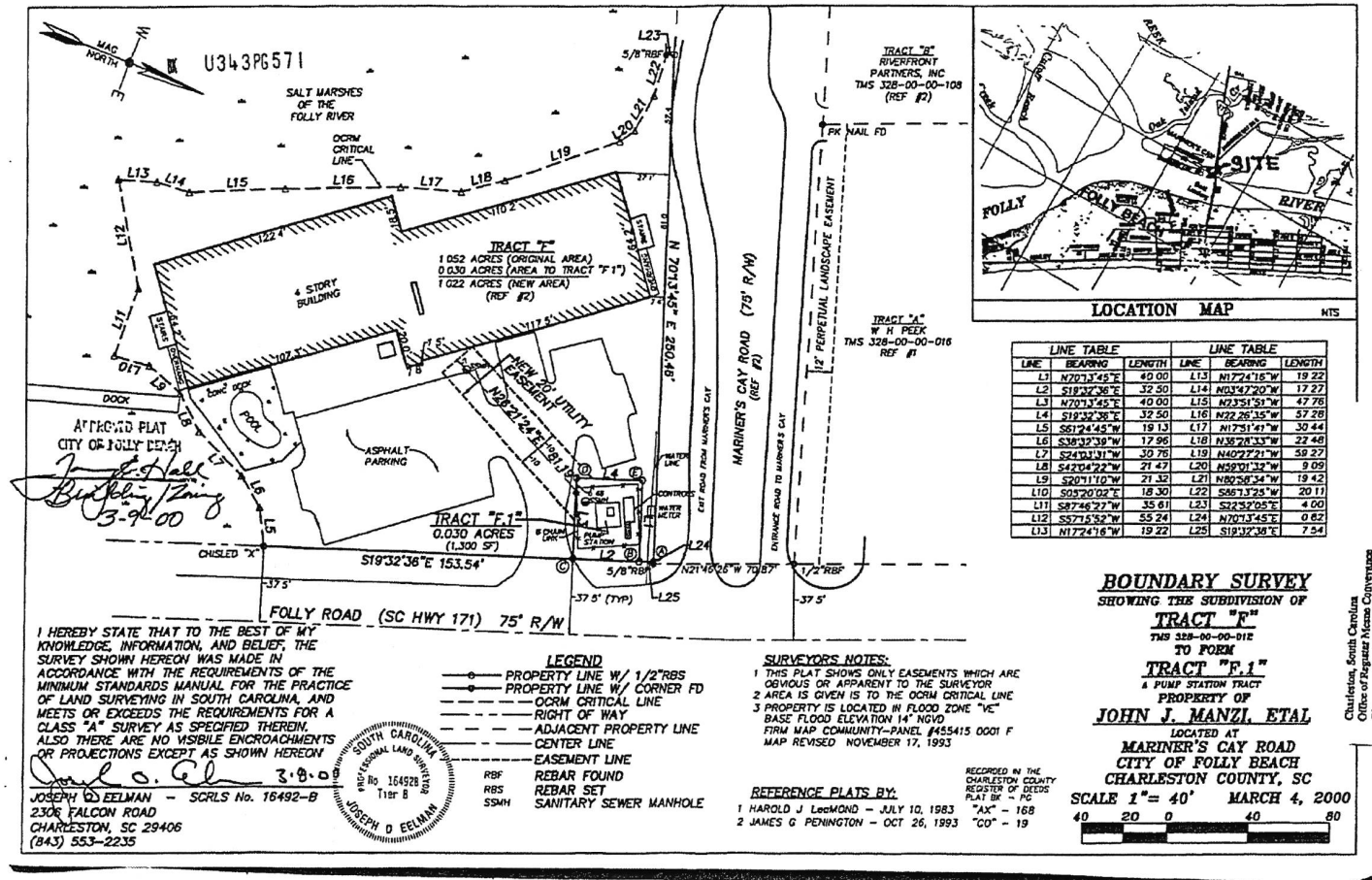
b. The ASSOCIATION designates to the sole use of the MARINA and MARINA customers the current "boat storage" area across from the MARINA (a/k/a the garbage dumpster area) that includes seventeen (17) parking spaces, the six (6) parking spaces in front of the Ship's Store, and the nine (9) parking spaces across from the MARINA next to the lagoon side for a total of thirty-two (32) parking spaces. These thirty-two (32) spaces will be clearly marked as "Marina".

MCHOA E&W

The ASSOCIATION assigns to the MARINA all rights for the MARINA to prevent Association residents or their visitors from parking in the MARINA Spaces, to include ticketing and towing offenders.

c. At such time as the ASSOCIATION eliminates or discontinues its present system of maintaining Residential Boat Spaces, any of the twenty-four (24) spaces which thereby become available shall be permanently allocated and designated "Residential" or "Visitor" spaces, on an alternating 50/50 basis.

MCM MB



LOCATION MAP NTS

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N70°13'45"E	40 00	L13	N17°24'16"W	19 22
L2	S19°32'38"E	32 50	L14	N03°47'20"W	17 27
L3	N70°13'45"E	40 00	L15	N23°51'51"W	47 76
L4	S19°32'38"E	32 50	L16	N22°26'35"W	57 28
L5	S61°24'45"W	19 13	L17	N17°51'41"W	30 44
L6	S38°32'39"W	17 96	L18	N35°28'33"W	22 48
L7	S24°03'31"W	30 76	L19	N40°27'21"W	59 27
L8	S42°04'22"W	21 47	L20	N59°01'32"W	9 09
L9	S20°11'10"W	21 32	L21	N80°56'54"W	19 42
L10	S05°20'02"E	18 30	L22	S86°13'25"W	20 11
L11	S87°46'27"W	35 61	L23	S22°52'05"E	4 00
L12	S57°15'52"W	55 24	L24	N70°13'45"E	0 62
L13	N17°24'16"W	19 22	L25	S19°32'38"E	7 54

BOUNDARY SURVEY

SHOWING THE SUBDIVISION OF

TRACT "F"

TMS 328-00-00-012

TO FORM

TRACT "F 1"

A PUMP STATION TRACT

PROPERTY OF

JOHN J. MANZI, ETAL

LOCATED AT

MARINER'S CAY ROAD
CITY OF FOLLY BEACH
CHARLESTON COUNTY, SC

SCALE 1"= 40' MARCH 4, 2000

40 20 0 40 80

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBILE ENCROACHMENTS OR PROJECTIONS EXCEPT AS SHOWN HEREON

3-8-00

JOSEPH O EELMAN – SCRLS No. 16492–B
2306 FALCON ROAD
CHARLESTON, SC 29406
(843) 553–2235

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 16492B Type B JOSEPH O EELMAN

LEGEND

- PROPERTY LINE W/ 1/2"RBS
- PROPERTY LINE W/ CORNER FD
- OCRM CRITICAL LINE
- RIGHT OF WAY
- ADJACENT PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- RBF REBAR FOUND
- RBS REBAR SET
- SSMH SANITARY SEWER MANHOLE

SURVEYORS NOTES:

1 THIS PLAT SHOWS ONLY EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR
2 AREA IS GIVEN IS TO THE OCRM CRITICAL LINE
3 PROPERTY IS LOCATED IN FLOOD ZONE "VE" BASE FLOOD ELEVATION 14' NGVD FIRM MAP COMMUNITY–PANEL #455415 0001 F MAP REVISED NOVEMBER 17, 1993

REFERENCE PLATS BY:

1 HAROLD J LeeMOND – JULY 10, 1983 "AX" – 168
2 JAMES G PENINGTON – OCT 26, 1993 "CO" – 19

RECORDED IN THE CHARLESTON COUNTY REGISTER OF DEEDS PLAT BK – PG

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 10 day of March, 2000, at 10:21 o'clock in Plat Book DC, Page 221, and tracing cloth copy filed in File 6, Drawer – , Folder 2K, Drawing No 71.
Original plat (a White Print) delivered to Berry Mesne

Register Mesne Conveyance

ROA 4023

MC-77

Mariners Cay

From: "Tom Bessent" <tbessent@knology.net>
To: <radams@dhec.sc.gov>, <rodgermt@dhec.sc.gov>
Date: 6/27/2006 9:30:37 AM
Subject: P/N# OCRM-06-161-L

Ms. Rada and Ms. Rodgers,

I am writing in response to your public notice for this project at Mariners Cay Marina, Folly Beach. I am a resident/owner of 80 Mariners Cay. I object to the width of the slips along the landward side of "F" dock. There is a community boat ramp here. The water passage to and from the boat ramp, along the landward side of "F" dock, is narrow. Presently there are boats 7' to 8' wide docked along here, and anything wider than this would seriously impeded boat traffic to and from the ramp. There is very little room between these boats and the existing small community dock, particularly at low tide. I would like to see the width changed from 15' to 8' for these slips. I have no other objections to this permit application. Thank you.

Tom Bessent

Thomas V Bessent PLS

President

Island Surveying Inc

1312 Folly Road

Charleston, SC 29412

843-225-6582 phone

843-225-6587 fax

tbessent@knology.net



MC-4134

From: "Tom Bessent" <tbessent@knology.net>
To: "'Melissa Rada'" <radams@dhec.sc.gov>
Date: 8/16/2006 3:14:25 PM
Subject: Mariners Cay Marina

Hi Melissa,

Me again. Just checking in to see if this permit has been issued yet. My closing is scheduled for tomorrow morning, and my attorney, my bank, and I would feel much better if we knew there was an active permit. Thank you for the info you've given me.

Tom

Thomas V Bessent PLS

President

Island Surveying Inc

1312 Folly Road

Charleston, SC 29412

843-225-6582 phone

843-225-6587 fax

tbessent@knology.net



In the Matter Of:

Alben D. Neighbors, et al vs. Mariners Cay Marina Condo, LLC, et al

---

Nelson Hagy

July 12, 2018

A. William Roberts, Jr. & Associates

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

ALBEN D. NEIGHBORS and DAN G. NEKOLA, on behalf of themselves and others similarly situated, and MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.,
Plaintiff,

vs. CASE NO. 2017-CP-10-03099

MARINERS CAY MARINA CONDO, LLC; MARINERS CAY FUEL DOCK, LLC; GEORGE A. FARMER and SOUTH ATLANTIC BANK,
Defendants.

(CAPTION CONTINUED ON PAGE 2)

DEPOSITION OF: NELSON HAGY

DATE: July 12, 2018

TIME: 10:00 a.m.

LOCATION: Clawson and Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC

TAKEN BY: Counsel for the Defendants and Third-Party Plaintiffs

REPORTED BY: PATRICIA L. THOMPSON,
Registered Professional Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

Fast, Accurate & Friendly

Charleston, SC (843) 722-8414
Hilton Head, SC (843) 785-3263
Myrtle Beach, SC (843) 839-3376

Columbia, SC (803) 731-5224
Greenville, SC (864) 234-7030
Charlotte, NC (704) 573-3919

MARINERS CAY MARINA CONDO, LLC and MARINERS CAY FUEL DOCK, LKLC,
Third-Party Plaintiffs,

vs.

EMERALD McDONOUGH ROAD HOLDINGS, LLC,
Third-Party Defendant.

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFFS
ALBEN D. NEIGHBORS and DAN G. NEKOLA, on behalf of themselves and others similarly situated, and MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.:

BARR, UNGER & McINTOSH, LLC
BY: CAPERS G. BARR, IV
11 Broad Street, 2nd Floor
Charleston, SC 29401
(843) 577-5083
cbarr@barrundermcintosh.com

and

CLAWSON and STAUBES, LLC
BY: BOBBY D. SESSOMS, JR.
126 Seven Farms Drive, Suite 200
Charleston, SC 29492
(843) 577-2026
bsessoms@cslaw.com

ATTORNEYS FOR THE DEFENDANT/ THIRD-PARTY PLAINTIFFS:
MARINERS CAY MARINA CONDO, LLC; MARINERS CAY FUEL DOCK, LLC and SOUTH ATLANTIC BANK:

BUIST BYARS & TAYLOR, LLC
BY: G. HAMLIN O'KELLEY, III
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
hamlin.okelley@buistbyars.com

APPEARANCES (Continued):

ATTORNEYS FOR THE DEFENDANTS/THIRD PARTY PLAINTIFF:
MARINERS CAY MARINA CONDO, LLC,
GEORGE A. FARMER
and MARINERS CAY MARINA CONDO, LLC:

LUZURIAGA MIMS, LLP
BY: KEVIN W. MIMS
50 Immigration Street, Suite 200
Charleston, SC 29403
(843) 410-4713
kmims@lmlawllp.com

ATTORNEYS FOR THE DEFENDANT
EMERALD McDONOUGH ROAD HOLDINGS, LLC:

ROGERS TOWNSEND & THOMAS, PC
BY: ANDREW W. MONTGOMERY
1221 Main Street, 14th Floor
Columbia, SC 29201
(803) 744-4444
andrew.montgomery@rtt-law.com

ALSO PRESENT:

George A. Farmer

(INDEX AT REAR OF TRANSCRIPT)

(EXH. 133, Notice of Deposition of Nelson Hagy, marked for identification.)

NELSON HAGY

being first duly sworn, testified as follows:

EXAMINATION

BY MR. O'KELLEY:

Q. Good morning, Mr. Hagy. I'm Hamlin O'Kelley. I am here for two defendants in a lawsuit. I represent Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, and we're here today to ask you some questions due to your service on the board of the Mariners Cay Marina Council of Co-Owners and your ownership of what I call a dockominium.

If I use the term "dockominium," do you know what that means, sir?

A. That would be the slip and all the rights that go to it.

Q. Great. As we go forward if you need to take the break, just holler. This is not a death march by any stretch of the imagination. There are certain things that the Supreme Court of South Carolina says that I have to tell you.

Have you ever had your deposition taken before?

A. Yes.
Q. In what context?
A. Many years ago I was a manager of a private trucking fleet for Sweetheart Cup and one of the drivers was involved in an accident.
Q. So in your official capacity with your job is how you've had a deposition before?
A. Yes.
Q. Was that in South Carolina?
A. No. That was in the state of Maryland.
Q. Different rules may apply there.
So you have the right to read and sign your deposition. You can't change your testimony, but, say, if this nice lady spells your name with two Gs or something like that you can make corrections. But you can discuss that with your attorney as we wind things up.
I need an audible "yes" response, not an "uh-huh," head shake, head nod. Things of that nature.
A. Okay.
Q. So as we go along if you give me an "uh-huh" and I say "is that a yes," it's not I'm being obnoxious; it's just I need a verbal response.

A. I understand.

Q. We are sort of talking over each other already. So if you could just wait half a beat to answer the question so this lady can get it all down.

A. I understand.

Q. I ask everyone this question: Are you under the influence of any medications, drugs or alcohol that would in any way prohibit your testimony here today?

A. No.

Q. Have you ever been treated for alcoholism or drug abuse?

A. No.

Q. Are you aware of any other reason why we cannot take your deposition today?

A. No.

Q. As we go through the deposition now that you're under oath you have to ask me any questions about my question. If I ask you a question you can't turn to Mr. Barr and say: How do I answer that?

Do you understand that?

A. Yes.

Q. And if we take any breaks today you can

talk to Mr. Barr about the weather, what you are going to do this weekend, the World Cup -- anything of that nature -- but if you talk about this deposition and the matters that bring us here today I'm allowed to ask you about that.

Do you understand that?

A. Yes.

Q. So in other words, the attorney/client privilege won't apply. So I just have to tell you that as we go on today.

Have you ever been a party to a lawsuit?

A. No.

Q. Other than your being here today as a witness and your testimony as the manager for a trucking company are you aware of any other times you've had to testify under oath?

A. No.

Q. Do you know why we're here today?

A. Yes.

Q. Why is that?

A. I'm here to answer your questions concerning the deposition.

Q. And have you looked at Exhibit 133? which I'll represent to you is your Notice of

Deposition. Have you seen this document before?

A. Yes.

Q. And what did you do to prepare for your deposition today?

I don't want to know about your conversations with Mr. Barr, but what did you do to get ready for today?

A. Nothing.

Q. You didn't look at any documents?

A. I looked at the master deed that I have online and looked for what the definition of the common areas were.

Q. Which master deed? The original deed or the amended master deed?

A. The original.

Q. When you say "online," was that on like your association's website, the Council of Co-Owners website, or something of that nature?

A. Actually I have it saved on my hard drive.

Q. In other words, you didn't get on some website; you just looked at it on your computer or iPad or something of that nature?

A. Yes.

Q. What did you review in relationship to

the definition of common elements?

A. Just that section that defined what the common elements were.

Q. And why did you look at that section to prepare for today?

A. Just to clarify in my mind.

Q. And what clarification did you need?

A. Just exactly how it described the common areas.

Q. And what did you discover?

A. What is called the ship store and the fuel docks, the commercial units, were all described as common grounds, common areas.

Q. Are you aware that the master deed that you reviewed was in fact amended? Correct?

A. Yes.

Q. And do you know when that amendment took place?

A. Not exactly, no.

Q. Have you ever reviewed the amended master deed for the dockominiums, as I call them?

A. I may have read it a year or so ago, but not in preparation -- not recently.

Q. When you read it did you review the definition of the common elements under the amended

master deed for the Mariners Cay Marina dockominium association?

A. I don't recall.

Q. You said it was a year ago. In what context did you review that?

A. Since I'm relatively new to the board I wanted to kind of just understand what was in place.

Q. Just to familiarize yourself with it, more or less?

A. Yes.

Q. When did you buy a dockominium unit out at Mariners Cay?

A. Three years ago today.

Q. And do you recall who your closing attorney was?

A. Weeks.

Q. Was it Mark Weeks or Weeks & Irvine?

A. Yeah; Weeks & Irvine.

Q. So July 12 of '15. And what did you pay for your unit?

A. $11,200.

Q. And do you recall who your seller was?

A. I never met her. I could find that out.

Q. And I've got to ask you this: What is your current position on the board?
A. A board member.
Q. You're not the secretary or the treasurer or anything?
A. Correct.
Q. And did you discuss this deposition with anyone at the Mariners Cay Council of Co-Owners board prior to coming here today?
A. I wouldn't say I discussed it. They just said it would be a long event.
Q. Who is "they?"
A. Ron and Tom.
Q. And would that be Ron McGuire and Tom Bessent?
A. Yes.
Q. And where were you when you had those discussions?
A. Fishing on the dock.
Q. And that's all they told you about the deposition? It would be a long day?
A. Yeah.
Q. How involved with the litigation that brings us here -- how involved with it are you on a day-to-day basis?

A. Minimal.
Q. Who on the board is really, for lack of a better term, steering the litigation or handling it?
A. Tom.
Q. Tom Bessent; correct?
A. Correct.
Q. Tell me your home address, please, sir.
A. 131 Marsh View Villa.
Q. Is that Folly Beach?
A. Yes. It's Post Office Box 1943.
Q. What is the ZIP?
A. 29439.
Q. And how long have you lived there?
A. Full time going on five years.
Q. And prior to that did you live in the state of Maryland or somewhere else in the Charleston area?
A. I lived in Ann Arbor, Michigan.
Q. And what brought you to Charleston or Folly Beach?
A. I owned a condo; wanted to downsize; semi-retired; enjoy the lifestyle.
Q. What are you semi-retired from?
A. Corporate transportation management.

Q. Would that be the same type of job for which you had a deposition taken? Trucking? Things of that nature?
A. Sort of, yes.
Q. And we'll get to your work history in just a minute.
Do you have any family in Charleston County that you are related to by blood or marriage?
A. I have a daughter-in-law.
Q. And what is her name?
A. Amanda Kay Kufner, K-U-F-N-E-R.
Q. And is she married to one of your children?
A. No. She's my wife's daughter.
Q. So that would be your stepdaughter; correct?
A. Yeah, but I call her --
Q. Daughter-in-law?
A. Yes.
Q. And when I'm talking about family, your wife is also obviously in Charleston County?
A. Yes.
Q. What is your wife's name?
A. Her name is Pamela.

Q. Hagy?
A. Yes.
Q. Other than your wife and stepdaughter anyone else in Charleston County?
A. No.
Q. Where were you born, sir?
A. Baltimore, Maryland.
Q. What year?
A. 1955.
Q. And did you graduate from high school?
A. Yes.
Q. Which one?
A. South Carroll High School.
Q. Was that in Baltimore?
A. No, sir.
Q. Where is it?
A. That's in Carroll County.
Q. And that's Carroll --
A. That's in Maryland.
Q. And tell me where you went to school, if you did, after graduating from South Carroll High School.
A. I went to University of Maryland, College Park.
Q. Did you graduate from University of

Maryland?

A. Yes, I did.

Q. With what degree?

A. B.S. in business administration.

Q. Any other education after graduating from University of Maryland?

A. I took graduate courses at University of Baltimore.

Q. Did you get any degree?

A. No.

Q. What were you studying in graduate school?

A. It was just supplemental courses to aid me in my position.

Q. And how long have you and Pamela been married?

A. 17 years.

Q. Is she your only spouse?

A. Say that again.

Q. Is she the only person to whom you've been married?

A. No. She's my second wife.

Q. And do you have any children other than your stepdaughter Amanda?

A. Yes. I have two sons.

Q. And they don't live in Charleston?
A. No, sir.
Q. Where do they live?
A. They both live in Ypsilanti, Michigan.
Q. Beginning with after your graduation from the University of Maryland where did you work, sir?
A. I started with Sweetheart Cup - Maryland Cup.
Q. And how long were you at Sweetheart Cup - Maryland Cup?
A. Ten years.
Q. And you were involved with their trucking or transportation?
A. That's correct.
Q. And what was your position when you left the company? If you remember.
A. Manager - Transportation Services.
Q. And what type of business was Sweetheart Cup in? What do they make or what do they do?
A. Disposable cups, lids, straws.
Q. And after Sweetheart Cup where did you work?
A. I left there and went to North American

Van Lines.

Q. And was that in Maryland still or did you move?

A. Yeah. I was the regional sales -- I wouldn't say "manager." Salesperson for that area.

Q. For what area? Maryland?

A. Southern New Jersey, Delaware, Maryland and Virginia.

Q. And how long were you with North American?

A. A year and a half.

Q. Where did you go after North American?

A. I went to Black & Decker.

Q. Where?

A. That's in Hampstead, Maryland.

Q. What did you do there?

A. Worked for transportation management.

Q. And how long were you there?

A. Seven years.

Q. And then after Black & Decker?

A. I went to Ryder, R-Y-D-E-R.

Q. This is Ryder Trucking or something like that? Or do they just call it Ryder?

A. Ryder Integrated Logistics.

Q. Same type of job doing transportation

management?
A. That's correct.
Q. How long were you at Ryder?
A. I had two stints at Ryder. I worked this time for about two years.
Q. And then you worked somewhere in between?
A. Then I left Ryder and went to Masco.
Q. M-A-S-C-O?
A. Right. In Taylor, Michigan.
Q. And then back to Ryder after Masco?
A. That's correct.
Q. And how long were you at Masco?
A. Two and a half years.
Q. And then how many years on your second deployment at Ryder?
A. Maybe eight years.
Q. And where did you go after Ryder?
A. That's when I left. Long enough.
Q. And after you left Ryder is that when you moved to South Carolina full time?
A. That's correct.
Q. What year was that? You said five years ago?
A. Approximately, yes.

Q. So 2013 or so; is that correct?
A. Yes.
Q. And then where have you been working since leaving Ryder?
A. Yes. I took a sales position for Conway Trucking.
Q. Where is Conway Trucking?
A. Well, I was like the regional sales guy for this area, but they're based in Ann Arbor, Michigan.
Q. And how long were you with Conway Trucking?
A. Two years.
Q. And since 2015 have you worked with any companies or with anyone?
A. And after that I set up my own LLC.
Q. What is your LLC?
A. Freight Analytics, LLC.
Q. Is it a South Carolina LLC?
A. Pardon me?
Q. Is it a South Carolina LLC?
A. Yes.
Q. Is it based here in this state? And you run that business out of your house?
A. Yes.

Q. And are you the only member of that LLC?
A. Yes.
Q. Does that LLC have any employees?
A. No.
Q. Just a one-man shop?
A. Just me.
Q. And do you provide transportation services or consulting services? Tell me what that business does.
A. Exactly. That's what I do, consulting.
Q. For trucking lines? Big companies? For whom?
A. Small shippers who need my type of expertise in negotiating freight rates.
Q. Give me an example of one of your clients.
A. Cantex is a manufacturer of PVC pipe. They have several locations in the United States. I negotiate their transportation rates with various trucking companies so that they can ship their product to their customers.
Q. Got it. How did you come to own your dockominium that you purchased three years ago today?

A. I owned a boat. I heard that they were for sale. I don't know how I found out.

Q. Did you have a boat at your property on Folly Beach?

A. Yes.

Q. And someone told you: Hey, there is a boat slip available at Mariners Cay if you want it?

A. Here is the contact number, and that's what started that process.

Q. Do you have a boat at your dock slip?

A. I do have a boat, yes.

Q. What kind of boat do you have at your dock slip?

A. It is a 20-foot Stingray deck boat.

Q. Is that the boat you were looking for a dock slip for or was this a newer boat?

A. This is a newer boat.

Q. And do you recall if Mr. Weeks himself did the closing or who in his law firm might have done the closing?

A. I do not believe it was Mr. Weeks.

Q. I'll represent to you that there are several attorneys at that firm, so if you don't know that's fine.

And your sales price was $11,200;

correct?

A. Pardon?

Q. $11,200?

A. Yes. I believe that was the number.

Q. Have you, Mr. Hagy, had any problems with your dockominium through the years? With access or somebody using it inappropriately or anything of that nature?

A. No.

Q. And tell me again: When did you get on the board?

A. Approximately two years ago.

Q. And it's my understanding from prior testimony in this case that you were appointed to replace someone who left. Do you recall that?

A. Yes.

Q. Tell me about those circumstances where you replaced someone on the board.

A. Sure. I heard that there was a position available. I wanted to know what was going on, so I reached out and said: If possible, I would like to be on the board.

Q. And the other board members said: Welcome aboard and we'll love to have you and you're appointed? Something of that nature?

A. Yes. That simple.
Q. And have you sat for any election yet? Or you just were appointed and you haven't come up for election?
A. The last annual meeting -- it seems like the elections are yearly. So I would say that: Here is the board. Does anyone have any objections to the board continuing? No one had any objections.
Q. And that annual meeting just occurred in the last couple of months; correct?
A. That's correct.
Q. In other words, no one stood up and said: We want you off the board? We're going to vote for this guy over here or something of that nature?
A. Nothing of that.
Q. What is your email, Mr. Hagy?
A. Nhagy55@gmail.com.
Q. And how long have you had that email address?
A. About ten years.
Q. So the whole time you've been on the board that's been your email address; correct?
A. That's correct.

Q. And that is the email you use personally or for your business or both?
A. No. That's my personal email.
Q. Do you have a business email?
A. I do.
Q. What is it?
A. Nelson@cmg.ms.
Q. And CMG, is that Community Management Group?
A. That stands for Corporate Management Group.
Q. Because I'll represent to you there is a property management company in Charleston called CMG.
A. That makes sense.
Q. I didn't know if you were in any way associated with that property management company.
A. No.
Q. Corporate Management Group, is that some sort of service or platform for people to get emails like, say, Bell South or gmail? Something of that nature?
A. Yes; and then some. They provide me with clients that they may want me to manage. So I don't have to go out and solicit clients.

Q. And where is Corporate Management Group based out of, do you know?

A. They're incorporated in Wichita, Kansas, but the principal lives in Orangeburg, South Carolina.

Q. And is that person involved in the trucking and transportation business?

A. Yes.

Q. But again, nothing to do with property management?

A. Nothing.

Q. Nothing to do with CMG, the property management group here?

A. Nothing to do with property management.

Q. Have you had any dealings with a gentleman named Dolph Farmer who is sitting in the corner of the room personally?

A. I have.

Q. Besides seeing him here --

A. I would not have recognized him.

Q. That was going to be my next question.

Have you ever had any dealings with the two LLCs that I represent that are called the Mariners Cay Marina Condo, LLC or Mariners Cay Fuel Dock, LLC?

A. No.

Q. Have you ever had any conversations with other board members about Mr. Farmer or the two LLCs I've just mentioned?

A. Explain that again.

Q. Yes, sir.

Have you, Mr. Hagy, discussed Dolph Farmer; Mariners Cay Marina Condo, LLC or Mariners Cay Fuel Dock, LLC with other board members?

A. I'm hesitating because we talked about it when we have our meetings. So yes. At the meetings we talked about it.

Q. And that's a fair answer. I just wanted to see what you remember about discussing at the board meetings.

A. Yeah. At board meetings, times of business.

Q. I take it the answer to this question is going to be an unqualified "no."

You had nothing to do with any amendments to the master deed for Mariners Cay; correct?

A. That's correct.

Q. And since you bought your property in 2015 did you have any knowledge or any dealings

with the prior foreclosure against a group called Tiger River Capital?

A. No.

Q. Do you have any information about that foreclosure whatsoever?

A. No.

Q. Do you have any information as to whether or not the Mariners Cay Marina Council of Co-Owners actually appeared as a defendant in that case?

A. No.

Q. Have you done any research about that foreclosure in connection with the lawsuit that brings us here today?

A. No.

Q. If I told you that an attorney named Derek Dean filed an Answer on behalf of the board and the association that you're representing, would you have any reason to doubt that?

A. No.

Q. Exhibit 1 that's in front of you -- again, this is a big stack of stuff. We have marked it all in prior depositions, Mr. McGuire and Mr. Bessent's. So we're going to use running exhibits we don't literally have to reinvent the

wheel every time.

Your testimony a minute or two ago that you have no information about the foreclosure -- I want to show you one thing. There is a Complaint, the foreclosure Complaint by First South Bank against Tiger River Capital. The case is 2013-CP-10-850.

You have never reviewed this Complaint before; correct?

A. That's correct.

Q. And the Answer that was filed on behalf of the Mariners Cay Council of Co-Owners, Inc., you've never reviewed that Answer; correct?

A. That's correct.

Q. And you've never reviewed this order of foreclosure; correct?

A. That's correct.

Q. Again, these are all exhibits to Exhibit 1, just to keep the record straight.

And if I told you that the sale of the property pursuant to foreclosure took place in 2015, would you have any reason to doubt that?

A. No.

Q. And there is a deed that I'm going to show you that is part of Exhibit 1. It's called a

Master's Deed that was signed by Judge Michael Scarborough on 25 September 2015.

Have you ever seen this document before?

A. No.

Q. Has anyone informed you -- if I represent to you that Judge Scarborough did ultimately sell the properties that bring us here today as a result of a foreclosure action, do you have any reason to doubt that statement?

A. No.

Q. And since the foreclosure began in 2013 is it fair to say you didn't own property or the dockominium at that time; correct?

A. That's correct.

Q. And the ultimate sale by Judge Scarborough in September would have been two months after you had bought your dockominium; correct? Since you bought it three years ago today.

A. Yes.

Q. Has anyone informed you that a group called Emerald Portfolio paid $250,000 for the property that brings us here today?

If you don't have any information about that, that's fine. Just tell me you don't know

anything about it.

A. I don't know anything about it.

Q. And do you have any information other than what you've learned in this lawsuit about Mariners Cay Condo, LLC or Mariners Cay Fuel Dock, LLC acquiring title to basically the condo and the fuel docks?

A. What is the question?

Q. The question is: Are you aware that Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC acquired some property back in 2016?

A. Yes.

Q. And you're aware that y'all, meaning the Council of Co-Owners, is now challenging that acquisition saying that those properties -- and this is, again, your allegations. I'm not agreeing with them -- that those properties are common elements and could have never been deeded or transferred?

A. That's correct.

Q. And you have no information to provide now or at trial regarding Mariners Cay Council of Co-Owners being involved in the foreclosure or not objecting in the foreclosure? Something of that nature; correct?

A. Correct.

Q. Do you know how many owners there are at Mariners Cay?

A. Of the slips?

Q. Yes, sir. And when I say "Mariners Cay" here, I'm just talking about the dock. Because if I say "HOA" you'll understand that that is the racquet club and the larger HOA behind it?

We're going to get to some questions about the larger association where people live and where the tennis courts are and all that, but when I say "Mariners Cay" I'm only referring to the dockominium slips.

A. I understand. I think approximately 84. I don't know for sure. I think that's about the number.

Q. How many of those folks do you know personally other than the board members?

A. Maybe two others.

Q. If I wanted to get a list of the owners, that would be pretty easy to get, would it not?

A. I assume so, yes.

Q. You have a management company called Sentry Management?

A. Yes. That's where I would go to get the list.

Q. Is Amanda Barnes still your property manager? To the best of your knowledge.

A. Yes.

Q. If you were to call her and say "hey, I need a list," would it be fairly easy for her to give you the names of the folks who own the slips?

A. Yes.

Q. And y'all keep that list up to date so you can send your quarterly assessments, I would imagine, among other reasons; correct?

A. Yes.

Q. Do you know how long it would probably take Miss Barnes or somebody over at Sentry to print that list?

A. Less than a day.

Q. So you know the board members and one or two other people who owne dockominiums.

Do you recall the names of the non-board members you know who own the dockominiums?

A. Andy -- I'm going to butch his name. Jankovich.

Q. What about the other person?

A. Roger Camp.
Q. And my understanding from prior testimony is Mr. Camp is involved with the land-side HOA; correct?
A. Yes.
Q. Do you know if he's president of that association or has been in the past?
A. He is president.
Q. And he's also a slip owner; correct?
A. I believe so, yes.
Q. Are any of the board members or Mr. Jankovich or Mr. Camp personal friends of yours? In other words, do you go to each other's houses? Go out to eat? Talk on the phone?
A. Not that close of friends. Acquaintances.
Q. And have you met all these people by virtue of your ownership of your dock slip?
A. Yes. Back that up.
Q. Sure.
A. I knew them before I owned the slip.
Q. All the board members and Mr. Jankovich and Mr. Camp or just Mr. Jankovich and Mr. Camp?
A. Andy Jankovich and Roger, who owned a slip. All the other board members after I became a

board member.

Q. And how did you know Andy Jankovich and Roger Camp before you acquired your slip?

A. At Mariners Cay Marsh View Villa, which is my HOA inside Mariners Cay, we would have like weekly get-togethers.

Q. So they both live at the HOA?

A. Right.

Q. The land-side HOA as well?

A. Yes.

Q. So you knew them just from being neighbors; correct?

A. Yes.

Q. But no business dealings or anything of that nature?

A. No.

Q. I forgot to ask you this. You said you bought your land-side Marsh View Villa -- what year was that?

A. I'm thinking like 2005.

Q. And were you still living in Michigan at the time?

A. Yes.

Q. Did y'all buy that -- you or whoever bought it -- as a vacation home or a place to rent?

What was the intent?

A. My stepdaughter rented it. Supposed to pay rent.

Q. Was she living in Charleston at the time? Or tell me how you came to acquire that land-side unit.

A. Okay. She was working for U.S. Fish & Wildlife. And at that time real estate was the investment to get into, and so the idea was we would buy a small place. She could pay us the rent and she had a nicer place to live than the apartment that she was in.

Q. She was in an apartment somewhere around Charleston?

A. Yes.

Q. And she convinced you or you all convinced each other to invest in this unit and it was going to be a great investment and meanwhile you can live there and rent there?

A. A mutually beneficial arrangement.

Q. At some point she moved out and y'all moved in?

A. When she moved out we turned it into a rental unit for a couple of years.

Q. And then you moved in full time about

five years ago?

A. Correct.

Q. And how long did your stepdaughter live in the unit?

A. Four or five years.

Q. It couldn't have been on the rental program very long.

A. No, it wasn't.

Q. Maybe a year or so; is that correct?

A. Maybe a two-year rental.

Q. But during the rental period you didn't own the dock slip, so you couldn't advertise there is a dock slip that goes with this condo if you want to rent it or something of that nature; correct?

A. Correct.

Q. I think you said there were 84 owners out at Mariners Cay.

A. That's my best guess.

Q. If I told you that we've seen things that say there are 88 or 92, do you have any reason to doubt that?

A. No.

Q. But either way it would be easy to get those names from somebody; correct?

A. That's what I would do. If I was hard-pressed for an exact number, I would reach out to Amanda and get the list.

Q. Have you, Mr. Hagy, or anyone on the board taken any polls or surveys of the owners at Mariners Cay about this litigation, about whether or not it should keep going forward or should we initiate it or anything of that nature? Or did the board just make the decision to go file the lawsuit?

A. No. We have not done a poll.

Q. Do you know why y'all have or have not done a poll of the owners?

A. No.

Q. Any plans to do a poll of the owners about this lawsuit?

A. No.

Q. Why not?

A. We feel that it's the board's responsibility to get the clarification on a clear title for what we think are the common areas.

Q. Do you know if everyone at Mariners Cay is even supportive of this litigation?

A. No.

Q. If I said to you that somebody out

there may be opposed to it, do you have any reason to doubt that?

A. No.

Q. In other words, you just haven't been privy to any discussions about what the larger ownership group thinks; correct?

A. Correct.

Q. At the annual meeting can you tell me what was discussed about this litigation.

A. We were provided an update on where we were going, that we hired Capers to represent us and that we were going forward and filing suit.

Q. The suit had been filed by the time you had the annual meeting; correct?

A. That's correct. It was more of a communicative venue.

Q. Did y'all disclose to the membership at the annual meeting how much money you had spent to date on the litigation?

A. Yes.

Q. And to your information or to your memory what have y'all spent to date on the litigation?

A. It was a low number that was in the records. I don't know what the total was. It

seemed like it was a couple thousand.

Q. But you don't remember the exact number reported?

A. No.

Q. And would that be in the minutes?

A. Yes.

Q. Do you know who Jeff Heatley is?

A. Yes.

Q. Who is he? Is he a fellow board member?

A. Yes, he is.

Q. Do you know how long he's been on the board?

A. I do not.

Q. The reason I'm asking -- and we've got a lot of exhibits to go through. It appears that Mr. Heatley has forwarded lots and lots of emails, and I didn't know if you knew what his sort of institutional memory was vis-à-vis the board, if he's been the board member the longest or how long he's served. Or should we just ask him?

A. He would know exactly. My impression is that he's been one of the longer board members, but I don't know if he was one of the original ones.

Q. Do you remember when your master deed was recorded, the original date?
A. No.
Q. Do you remember when these dockominiums were created?
A. I would have to look at the paperwork. I would say late '80s.
Q. And do you know a fellow named Ed Geiger?
A. Yes.
Q. Is he the dock master at Mariners Cay?
A. Yes.
Q. And he's been the dock master the whole time you've been in your slip? To the best of your knowledge.
A. There was a fellow that died. I'm trying to remember when he died.
Q. But that was prior to your ownership?
A. It may have been.
Q. Correct?
A. Yes. I'm just trying to get the time, but I'll say yes to that.
Q. Do you know if the board -- were you involved in any of the negotiations with trying to get somebody else to come on and help Mr. Geiger?

A. Yes.

Q. And I'll represent to you there is a fellow whose last name is Rorck who was interviewed or approached to come and sort of assist.

Were you involved in those negotiations or did someone else on the board take charge of that?

A. Someone else.

Q. You testified earlier that you did review the master deed to look up -- you did review the master deed to review the definition of common elements prior to today; correct?

A. Yes.

Q. And you're aware that you took title to your dockominium pursuant to the provisions of the master deed; correct?

A. Yes.

Q. And you would agree with me that the master deed and any valid amendments control the definition of the common elements; correct?

A. Say that one more time.

Q. I will rephrase it.

You would agree with me that condos are controlled -- even dock condos are controlled by master deeds; correct?

A. Yes.
Q. And if a master deed is valid and if an amendment is valid, that's what controls; correct?
A. I'm not sure I agree about the amendment.
Q. If there is a master deed and it's amended and it's amended properly under the law and under various recording statutes in South Carolina, you would agree with me that would be a controlling document; correct?
A. If it's a legal document, yes.
Q. That's what I'm trying to get.
Do you know if the restrooms that are connected to the ship store are still in use by folks who have boat slips?
A. Yes.
Q. Has there ever been a problem with access to those restrooms?
A. Not by me.
Q. When you say "not by me," have you heard of problems with access to those restrooms from other people?
A. No.
Q. And earlier today you mentioned an area called the ship store.

A. Yes.

Q. If I say "ship store" and you say "ship store," we're talking about an area attached that Mr. Farmer claims he owns that you claim he doesn't own that used to sell things to boaters; correct?

A. Yes.

Q. And do you recall when the ship store closed down?

A. No.

Q. Was it prior to your purchase of your dock slip?

A. Yes.

Q. Have you ever needed to access the pump that's under the place where Mr. Farmer is? You personally.

A. No.

Q. In other words, you haven't needed it for your boat at any time; correct?

A. Correct.

Q. Do you know if the board pays for any power to the restrooms or to the ship store?

A. I do not know how that works, no.

Q. You just don't have any information about it one way or the other?

A. Correct.

Q. What about water or sewage bills; do you know if the board pays for any of those bills in connection with the bathrooms at the ship store?

A. I don't know.

Q. Do you know if there was ever any discussion during your time with the board about trying to help pay for power or water for the bathrooms?

A. No.

Q. You bought your Mariners Cay condo that you live in and rented to your stepdaughter ten years ago. Is that what you said? Or 13 years ago, 2005.

A. Yes, only it's Marsh View Villa.

Q. Marsh View Villa.

And how far is it away from the dockominium association that brings us here today?

A. Mariners Cay makes kind of a semi-circle, and Marsh View are the two buildings on the other side of the peninsula.

Q. How many minutes' walk from your house?

A. Five minutes.

Q. That's what I was going to suggest.

And when you bought your Marsh Villa in 2005, do you know if the ship store was

operational?

A. Yes, it was.

Q. Because I asked you a few minutes ago if you remember when it closed, but you can just tell me that it was definitely open in 2005?

A. Yes. I remember when I first purchased seeing the ship store, convenience store. "Well, that's cool."

Q. And they were selling snacks and drinks and things of that nature?

A. Yes.

Q. Do you know if during your ownership of your Marsh View Villa was there ever a restaurant or bar in operation in connection with the ship store?

A. No.

Q. Who is the treasurer of the board these days? If you know.

A. I don't know.

Q. Do y'all have a designated treasurer?

A. That's what I was running through my mind. I don't think we have -- beside president there is no designated other roles.

Q. Who on the board looks over the finances? Everyone or just the president?

When I say "finances" I mean the finances of Mariners Cay.

A. We all do.

Q. Do you know if the board has accepted payments from Mariners Cay Condo, LLC or Mariners Cay Fuel Dock, LLC for quarterly assessments?

A. It's my understanding that early we did, but we thought that -- if our position is that if they are not legal owners then we have no right to collect. So I believe we were talking about refunding whatever has been collected.

Q. Do you know if those refunds have been made?

A. I do not.

Q. But we need to ask the board president or somebody at Sentry about that?

A. I would assume Amanda with Sentry, and Tom would know as well.

Q. Do you know if the Mariners Cay board has ever filed a lien against the Fuel Dock, LLC or the Mariners Cay Condo, LLC? If you don't know, that's fine.

A. I don't know.

Q. If I represent to you that they have filed liens in the past, do you have any reason to

doubt that statement?

A. No.

Q. You just don't know; correct?

A. I just don't know.

Q. Were you involved in any of the negotiations in 2016 or 2017 on behalf of the board in the attempts to purchase the property that Mr. Farmer's entities claim they own that you claim he doesn't own?

A. No.

Q. Were you ever present at any meetings with Mr. Barr or an attorney whose last name is Duggan involving negotiations prior to this litigation?

A. No.

Q. Were you ever involved in any meetings with a lawyer named Paul Van Wagenen and Mr. Barr prior to this litigation?

A. Not that I know of.

Q. Did you have anything to do with authorizing the appraisal of the properties prior to this litigation?

A. No.

Q. Do you know Alben Neighbors personally?

A. No.

Q. Never met the man?
A. Just the name.
Q. And I guess if I say you just know he's an owner at Mariners Cay, that would probably be the extent of your knowledge about Mr. Neighbors?
A. Yes.
Q. And what about Dan Nekola; do you have any relationship with him?
A. No.
Q. Do you know the man at all?
A. No.
Q. Other than he's a fellow owner at Mariners Cay?
A. Okay.
Q. I'm asking --
A. Yes.
MR. O'KELLEY: Let's take a break.
(Short recess taken.)
BY MR. O'KELLEY:
Q. We are back on the record after a break. There are bunches and bunches of exhibits in front of you, Mr. Hagy, and we're going to go through them all.
The first exhibit is listed as McGuire 2 from 6/14 of '18. You testified earlier that you

knew nothing about the foreclosure and the operation of things out at Mariners Cay prior to your ownership and being on the board; correct? Vis-a-vis the foreclosure. Correct?

A. Correct.

Q. That's Exhibit 2. You've never seen this document before and I'm guessing you don't know anything about it; correct?

A. That's correct.

Q. Moving right along. At the back of Exhibit 2 there is a letter from Derek Dean regarding some units. You've never seen this letter before that's marked as MC 3; correct?

A. That's correct.

Q. And MC 4 at the back of Exhibit 2. We discussed this exhibit. We discussed the foreclosure.

If I represent to you Exhibit 3 is information in 2014 about that foreclosure, do you have any reason to doubt that?

A. No.

Q. And again, you've never seen this document and don't know anything about the foreclosure process through which my client obtained title of the properties; correct?

A. That's correct.

Q. Exhibit 4, the second page of it, there is information from Mr. Bruner at Sentry Management about a sale of the property for 7/7/15.

Again, do you have any information about that sale?

A. No.

Q. And again, you weren't on the board back in 2014; correct?

A. That's correct.

Q. And you didn't participate in any decision-making process about what Mariners Cay should do as part of the foreclosure or what would happen after the foreclosure was completed; correct?

A. Correct.

Q. And I forgot to ask you this: Whose place on the board did you take? And who got off of the board that you got on?

A. I don't know.

Q. Was it Miss Hull, do you know?

A. I don't know whether -- it was either Laurie Hull or -- there was a Mike Sutton. I think it probably was Laurie.

Q. Exhibit 5, which is in front of you, an

email. Michael Sutton is on there; Jeff Heatley is on there; Laurie Hull is on there. You are not a part of these emails; correct?

A. Correct.

Q. Did you have anything to do with Mr. Geiger and OCRM permit requirements back in 2015?

A. No.

MR. SESSOMS: Can you identify the first page of the MC number?

MR. O'KELLEY: MC 19 through MC 20. Going forward I will do that as well.

BY MR. O'KELLEY:

Q. And you didn't have any discussions with Mr. Geiger about potential repairs that had to be made for the ship store or fuel dock area; correct?

A. Correct.

Q. Exhibit 6 again discusses repairs that Mr. Geiger thought needed to be made, 115 to 138 thousand dollars back in August of 2015.

You didn't have any information to add about this email, do you, sir?

A. No.

Q. And that's MC 21, 22, 23 and 24.

On MC 23 -- when I say "MC," they're Bates labeled down at the bottom.

A. I understand.

Q. Have you ever reviewed these ship store building repair suggestions prior to today?

A. No.

Q. So you can give no testimony about this list; correct?

A. Correct.

Q. And do you have any information as to whether or not any of these repairs were made?

A. No.

Q. This next exhibit, which begins at MC 25 and ends at MC 26 -- similar questions.

Again, you weren't on the board back in August of 2015; correct?

A. Correct.

Q. And do you have any information about the matters contained in the emails between whoever Mayer N. is and the board members?

A. No.

Q. And do you know if Miss Hull was president of the board at one point?

A. Who?

Q. Miss Hull.

A. Yes.
Q. Do you know if she was board president back in 2015?
A. No.
Q. No, you don't know or --
A. No, I don't know.
Q. And you weren't involved in any discussions between Mariners Cay and the larger HOA board back in 2015; correct?
A. Correct.
Q. Exhibit 8, which is MC 27 and 28. Again, you don't have any information about the matters contained herein because you weren't on the board; correct?
A. That's correct.
Q. The same questions for Exhibit 9.
Do you have any information about the matters contained in those emails back in September of 2015 between the board and -- I think it's just board members.
A. No knowledge.
Q. And do you know who Nelson Mayer is or was?
A. Yes.
Q. Who is he?

A. He's also a fellow who lives in Mariners Cay who has -- I think he has a slip.

Q. Do you know if he was ever on the board?

A. Well, I see him on the letters. So I didn't know that, but I see in the emails that he must have been.

Q. And again, you have nothing to offer about Exhibit 9, MC 29, 30, 31 and 32; correct?

A. Correct.

Q. Exhibit 10, which begins at MC 33 and goes to MC 33, 34 and then a very small section on 35. The same question, Mr. Hagy.

Do you have any information about this email from 2015?

A. No.

Q. And you weren't involved in any of the negotiations or any decision making at that time --

A. Correct.

Q. -- for the Mariners Cay Council of Co-Owners; correct?

A. Correct.

Q. The same question for the next exhibit, Exhibit 11, which is MC 40 and 41. These are emails from April 2016 regarding potential deed

changes outlined by Rick Stringer.

Do you know who Rick Stringer is?

A. No.

Q. If I told you he was a lawyer --

A. That's kind of what I was thinking. I think I may have heard the name Stringer associated with being a lawyer, but I don't know him.

Q. And again, you weren't on the board back at this time in April of 2016 and weren't involved in any negotiations about pursuing ownership of the ship store by the membership; correct?

A. Correct.

Q. Exhibit 12 I'll represent to you, which is MC 43 through 45, looks like a proposed amendment to the amended and restated master deed for Mariners Cay Marina.

Have you ever seen this document before?

A. Yes.

Q. When did you see this document?

A. When I first joined the board.

Q. And do you know if this document was ever voted on and/or passed by the membership?

A. No.

Q. No, you don't know or no, it was never voted on and passed by the membership?
A. Both.
Q. And that's, again, MC 43 through 45.
Were you on the board when this document was drafted?
A. No.
Q. You just learned about it after your appointment; correct?
A. That's correct.
Q. And in what context did it come up?
A. Just familiarizing myself with the legal documents associated with being an owner of the dockominium.
Q. But that document that's Exhibit 12 was never voted on; correct?
A. That I'm aware of.
Q. So if this document has never been voted on and has never been recorded, do you know if it's a valid enforceable document?
A. I do not.
Q. If I represent to you we've never seen a recorded copy of this document, do you have any reason to doubt that statement?
A. No.

Q. Again, Exhibit 13. You weren't on the board back in May of 2016; correct?

A. I think I may have come on around that time.

Q. If you look at --

A. '17, '18. It was around that time.

Q. I'll represent to you that you are not included in any of the correspondence on Exhibit 13, which is MC 46 and 47.

Do you have anything to add to the information that's contained in this email about Mr. Farmer being a potential buyer of the ship store?

A. No.

Q. Have any information about his request to attend the 2016 annual meeting?

A. No. I came on the board in 2017, so it was a year after that.

Q. Exhibit 14, which is MC 48 and 49, seems to just be asking for Mr. Farmer's contact information. And again, you weren't on the board back in June of 2016; correct?

A. That's correct.

Q. Exhibit 15 is an email from November of 2016. Roger Camp is the sender. Again, you

weren't on the board at that time; correct?
A. Correct.
Q. And it seems to be some sort of discussion about language in the proposed agreement; correct?
A. That's what it appears to be, yes.
Q. But again, you weren't involved with any of the matters that led to this email; correct?
A. Correct.
Q. Exhibit 16 is some emails from November of 2016 regarding some easement modifications.
The same question as before. You weren't on the board at the time; correct?
A. Correct.
Q. And you are not going to offer any testimony today or at trial about the matters contained in Exhibit 16, which is MC 78 and 79; is that correct?
A. Yes.
Q. And you testified earlier as to who Roger Camp is.
Do you know if he was at this time on the board of the larger landward HOA? If you know.
A. Yes.
Q. Do you know if he was board president

of the land-side HOA back in November of 2016?

A. I know he was on the board. I didn't know his position.

Q. And did you know back in 2016 that the land-side HOA had an easement over the dockominiums?

A. Not really.

Q. Have you come to understand there is an easement issue -- or in place, rather. Not an issue, but an easement in place with the land-side HOA and the Mariners Cay Marina Council of Co-Owners?

A. Yes.

Q. What is your understanding of that easement?

A. People using the marina can call the Mariners Cay property in order to get to the marina.

Q. Have you reviewed any of the easement agreements by and between the land-side HOA and the marina?

A. No.

Q. Do you know why the land-side HOA is not included in the lawsuit that brings us here today?

A. No.
Q. Do you think they should be in this lawsuit?
A. Yes.
Q. Why do you think they should be involved?
A. Well, we're all sharing the same areas. We have easements.
Q. So do you think they have some sort of vested interest, for lack of a better term, in the outcome of this lawsuit?
A. Yes.
Q. Do you know if there are any plans to include them in the lawsuit?
A. Not with ours.
Q. Even though you think they should be in it?
A. Yes. They have a vested interest.
Q. But again, no plans to include them in the lawsuit even though they have a vested interest?
A. Yes.
Q. You weren't on the board -- again, I'm now at Exhibit 17, which is MC 80 and 81. You weren't on the board back in November of 2016 and

you weren't involved in making any offers to Mr. Farmer about purchasing the ship store fuel docks; correct?

A. Correct.

Q. And you are not going to offer any testimony today or at trial about the matters contained in Exhibit 17; correct?

A. Correct.

Q. Again, with Exhibit 18, which is MC 82 and 83 -- again, you weren't involved in the discussions with Mr. McGuire, David Nauheim, Roger Camp, Tom Bessent and Jeffrey Heatley regarding a joint offer; correct?

A. Correct.

Q. The same questions apply to Exhibit 19 regarding parking spots and access.

You weren't involved in any of the emails or negotiations back in November of 2016; correct?

A. Correct.

Q. And again, you are not going to offer any testimony about the matters contained in Exhibit 19, MC 84 and 85; correct?

A. Correct.

Q. Exhibit 20. The same questions as to

the last exhibit. This is MC 87 and 88.

Back in November of 2016 you weren't involved in any negotiations between Mr. Farmer and Mariners Cay; correct?

A. Correct.

Q. And do you have any information about Mr. Farmer thinking he was above the law at the time?

A. No.

Q. The reason I ask is because Mr. McGuire states in this exhibit, 20 -- and I'm quoting -- "as all homeowners in MK (and that's what he wants to be) have one member spot. He is not above the law even though he thinks he is. Besides, he will have almost free access to the marina spot.

Did you have any discussions with Mr. McGuire about his opinion that Mr. Farmer thinks he's quote, unquote, above the law?

A. No.

Q. Do you believe that Mr. Farmer thinks he's above the law?

A. No.

Q. Exhibit 21, which is MC 93, 94 and 95 and 96. The same question.

Again, you weren't involved in any of

these offers or negotiations back in November of 2016; correct?

A. Correct.

Q. And you are not going to offer any testimony about them; correct?

A. That's correct.

Q. The same question for Exhibit 22. No information, no testimony; correct?

A. Correct.

Q. And 22 is MC 97, 98, 99, 100.

The next exhibit, 23, which is MC 101 through 104. Again, no testimony and no information about this exhibit; correct?

A. Correct.

Q. Exhibit 24, MC 105 through 109. These are emails from November of 2016.

Again, you weren't on the board at the time; correct?

A. Correct.

Q. And you have no information or testimony to offer about the matters contained in these emails; correct?

A. Correct.

Q. And do you remember since at the time you did own one of the dockominium slips if there

was any discussion among the general owners about negotiating with Mr. Farmer or about his buying the slips?

A. No.

Q. Exhibit 25, MC 110 through 114.

Again, you weren't on the board and you have no testimony or information about the matters contained in this exhibit; is that correct?

A. Correct.

Q. Exhibit 26, which is MC 116 through 119, is a proposed joint offer.

Do you have any testimony to offer about this proposed joint offer exhibit?

A. No.

Q. And you weren't on the board and you're not going to testify about any of the matters contained herein; correct?

A. Correct.

Q. Exhibit 27, which is MC 147 and 148. Regarding matters contained in this email, do you have any information or testimony to offer today or at trial regarding Exhibit 27?

A. No.

Q. The same question about Exhibit 28, which is MC 149 and 150.

Do you have any information, testimony, to offer today or at trial about this exhibit?

A. No.

Q. The same two questions for Exhibit 29, which is MC 151.

Any information to offer today or at trial or any testimony today or at trial about this exhibit?

A. No.

Q. The same questions for Exhibit 30, which is MC 152.

A. No.

Q. The same questions about MC 153, which is Exhibit 31.

A. No.

Q. How about 32? Any information about the matters contained in Exhibit 32, which is MC 154 through 157?

A. No.

Q. The same questions as to Exhibit 33 about setting up a meeting. Any information about that meeting?

A. No.

Q. Any testimony to be offered about that meeting?

A. No.

Q. The same for Exhibit 34, which is MC 166.

Any information or testimony to be given today or at trial about this email?

A. No.

Q. Do you have any information about the reserve studies that are found in Exhibit 35, MC 167 through 187?

A. I know that when I came onboard I suggested a reserve study, but this seems to be one before I was on the board.

Q. I'll represent to you these are proposals for reserve studies from December of 2016 before you got on the board.

A. Yes.

Q. So you weren't involved with trying to get either Millard Dodson or Reserve Advisors to give you a reserve study back in December of 2016; were you?

A. No.

Q. This next exhibit, Exhibit 36, I'll represent to you is a Dock Master Report from Ed Geiger.

Did you read this prior to your getting

on the board?

A. No.

Q. So no testimony about Exhibit 36 then; correct?

A. Correct.

Q. And then Exhibit 37, which is MC 215. Nothing to offer about trying to set up a meeting with Mr. Barr or negotiations with Mr. Farmer's attorney; correct?

A. Correct.

Q. And the same questions for Exhibits 38, 39, 40, 41, 42, 43, 44, 45.

No information to offer about Exhibits 38 through 45; correct?

A. Correct.

Q. And you will not be giving any testimony at trial about those exhibits; correct?

A. Correct.

Q. Exhibit 46. You weren't on the board in January of 2017; correct?

A. Correct.

Q. Do you have any information about Mr. Farmer's son's boat and trailer being on the patio in January of 2017?

A. No.

Q. You didn't call a board member to complain about the boat or the trailer being on the patio; correct?

A. Correct.

Q. And you are not going to offer any testimony today or at trial about this exhibit; correct?

A. Correct.

Q. The same questions for Exhibit 47.

No testimony today or at trial about Exhibit 47 about Mr. Geiger's Mariners Cay Ops Manual; correct?

A. Correct.

Q. How about Exhibits 48, 49, 50, 51 -- there is no Exhibit 52. I'll represent that to you -- 53, 54 about setting up meetings to discuss the matter that brings us here today?

A. Correct.

Q. And no testimony at trial about those exhibits; correct?

A. Correct.

Q. And again, Exhibit 55. No testimony about fining Mr. Farmer $250 for the boat violation; correct?

A. Correct.

Q. And no information about Exhibit 56, emails between Mr. Nauheim and Mr. Bessent and Mr. McGuire and Miss Barnes and Mr. Heatley about the trailer; correct?

A. Correct.

Q. The same questions with 57, 58, 59.

No information to offer today or at trial about these exhibits; correct?

A. Correct.

Q. The same questions about 60, 61, 62, 63, 64, 65, 66, 67, 68, 69.

No testimony today or at trial about those exhibits; correct?

A. 69 I'm referenced.

Q. You are referenced.

So if you don't have any -- down at the bottom there is an email about the application and your background. Was that about your potentially serving on the board?

A. That's correct.

Q. But other than that you don't have any information about any of the other matters contained in this email; correct?

A. Correct.

Q. And in April of 2017 you weren't

involved with trying to hire Roark or Rouck, R-O-U-C-K? Were you involved in those negotiations in April of 2017?

A. No.

Q. And no testimony about that today or at trial; correct?

A. Correct.

Q. And then Exhibit 71 from April of 2017. Any information you can give us today or at trial or testimony today or at trial about Exhibit 71?

A. Correct.

Q. Exhibit 72, an email from April of 2017.

You're not going to offer any testimony today or at trial about that exhibit; correct?

A. Correct.

Q. The questions for Exhibit 73 about no information today or at trial, even though on Exhibit 73 you are now in the loop?

A. I see that. Yes.

Q. Do you recall getting that email?

A. Yes.

Q. And were you now being included because you signed up to be on the board?

A. Regretfully.

Q. Or, rather, volunteered to be on the board or said you would be happy to be on the board.

A. That's correct.

Q. And was that your first knowledge about trying to get somebody to help Mr. Geiger? Whoever Randy might be.

A. Yes.

Q. Do you know who Randy is and what his last name might be?

A. I do know who Randy is. I do not know his last name.

Q. Do you know if he's an employee of Mr. Geiger or Mariners Cay Council of Co-Owners?

A. He's an employee of Mr. Geiger.

Q. The next exhibit, Exhibit 74. You're included in these emails about having dual resources.

I guess that was dual resources with Ed and Randy; correct?

A. Correct.

Q. And then Exhibit 75 appears to me to be more emails about how Ed was going to hire Randy and payments that were going to be made. Is that your understanding?

A. Yes.

Q. Exhibit 76. You're included in this email, MC 551 and 552, regarding Mr. Farmer wanting to send something to the owners and Miss Barnes said that she's not able to give out addresses or emails for the owners.

Were you involved in any decision making where y'all told Miss Barnes not to give out any emails or addresses?

A. No.

Q. Do you know where her directive on that would have come from?

A. Through Tom.

Q. As the president of the board?

A. Correct.

Q. And do you know if y'all have a policy about not giving out emails or numbers?

A. No policy.

Q. But someone must have told her don't give them out; correct?

A. Yes.

Q. She's your employee; correct?

A. Yes. Well, she's not our employee.

Q. She's your property manager. She's the employee of Sentry Management.

A. Yes.

Q. But she works as the marina's property manager?

A. Yes. And I recall -- this is when I first got on there -- more of a privacy concern.

Q. The next exhibit, which is Exhibit 77.

Do you have any information about an article that was in the newspaper from May of 2017 regarding Sunset Cay?

A. No.

Q. And Sunset Cay, my understanding, is kind of across the river from y'all, for lack of a better term.

A. Yes.

Q. Exhibit 78 in May of 2017 seems to be an email from Miss Barnes attaching all the email addresses for slip owners.

So at one point she did have emails for various slip owners; correct?

A. Yes.

Q. Do you know if y'all have emails for all the slip owners? It's conceivable some owners don't have email.

A. Yes. And they're constantly changing. We have the same issue where I'm at. The most

current records, yes.

Q. If owners provide them; correct?

A. Yes.

Q. Exhibit 79 seems to be kind of a redundancy of Exhibit 78 where she says "oops" and she's going to send the emails out again. You have told her that she sent the wrong list?

A. Yes.

Q. But it seems to be trying to resend the list of owners?

A. Correct.

Q. And Exhibit 80, I'll represent to you, is a list of homeowners with emails; and if you look, for example, at the second owner on here, Raymond Mullin Roley does not have an email listed; correct?

A. Correct.

Q. Various people don't. Various people don't. But again, this seems to be a list where addresses are kept and property addresses are listed and email addresses are listed for all the owners of Mariners Cay; correct?

A. Correct.

Q. And if you go to MC 564 on the last page it says: Total accounts printed, 92.

So could there be possibly 92 owners at Mariners Cay? Do you see where I'm talking about?

A. Yes. I see the number.

Q. And this goes back to the discussion you and I had earlier about how many owners are there at Mariners Cay.

A. I'm hesitating because I'm not sure if this is the list of owners or list of slips and --

Q. Right.

A. -- and the people that are associated with that. But yeah, I would say there is 92 positions.

Q. Exhibit 81 is an email in which you were included from David Nauheim asking if suit had been filed. Mr. Barr is also listed on that email.

Do you know what letters Mr. Bessent is referring to in this email?

A. No.

Q. The next exhibit, Exhibit 82, seems to be talking about hiring Randy to help Mr. Geiger.

Were you involved in any of the negotiations between Randy and Mr. Geiger back in June of last year?

A. Not with Randy or Ed. It's internal discussion within the board.

Q. About payment or who should hire Randy? Things of that nature?

A. Yes.

Q. And the same questions for Exhibit 83 seems to be more discussions about Ed and Randy and how they were going to work out payment in budgeting and things of that nature; correct?

A. Correct.

Q. The same question about Exhibit 84. It seems to be more about the dock master and anything that we would need to discuss here today.

A. Correct.

Q. The same for Exhibit 85.

A. Yes.

Q. And then the same for Exhibit 86. More discussions about Mr. Geiger and Randy and what arrangement they were going to come to; correct?

A. Correct.

Q. Did you have any dealings regarding a DHEC required water and sediment test back in July of last year?

A. No.

Q. Other than including you on an email about it.

A. Correct.

Q. But you didn't have any directive to Mr. Geiger -- "hey, you've got to get the test done for DHEC" or anything of that nature?

A. I wanted Ed to know what the regulations call for, so I default to his experience.

Q. Exhibit 87. Have you ever seen this email exchange from Mr. Farmer and Mr. Bessent?

A. I do recall seeing an email from Mr. Farmer saying we're trying to take his home away from him.

Q. Would you agree with that statement?

A. No.

Q. Well, if you're successful -- when I say "you," if the board is successful in this lawsuit and the judge says it's a common element he's living in, are y'all going to kick him out of his home?

A. I think that's the result of us clarifying really who should have legal title to what is identified as the ship store.

Q. So the result would be to kick him out of his home?

MR. BARR: Objection.

Q. (Continued) If your lawyer objects you

still answer unless your lawyer says don't answer the question.

Ultimately if the result is that a judge says this is a common element that should never have been conveyed, will the board be kicking Mr. Farmer out of his space?

MR. BARR: Same objection.

MR. SESSOMS: Join.

A. Again, I would say that would be the absolute result.

Q. Will the board let him stay there?

A. We have not discussed that.

Q. Could the board ultimately render him and his family homeless?

A. We have not discussed that.

Q. But it could happen if you tell him to get out; correct?

A. There is many possibilities. That could be one result.

Q. And one result would be that he loses his home and has to find somewhere else to live; correct?

A. It could be one of the many, yes.

Q. What other results would there be?

A. I'm sure Mr. Farmer has resources that

he --

Q. No. That is not the question.

The question -- the result could be one of many, what is the "many" you were referring to?

A. Okay. We could entertain residence; we could entertain a lounge; we could entertain an additional ship store.

Q. Did y'all have any money in your budget to repay Mr. Farmer's LLCs for the work they performed?

A. I don't know the answer to that.

Q. Do you know what your yearly budget is?

A. I've seen the budget.

Q. Do you know what the numbers are?

A. No.

Q. Who would best know that? Would Mr. Bessent be the best person to discuss the budget?

A. Yes.

Q. And I assume that y'all prepare one annually.

A. Yes.

Q. Would Miss Barnes have copies of those budgets as well?

A. Yes.

Q. Do you know what the South Carolina Betterment Statute is?

A. No.

Q. In July of last year -- and we're moving on to Exhibit 88, which, again, is MC 656. There was discussions about cleaning up the easement.

Do you know if y'all were discussing the easement that the land-side condo HOA had over or y'all had with the easement to access the docks, if that is what is being discussed here? If you know.

The reason I ask is Mr. Bessent says: While we sit around and wait to see how our lawsuit plays out I suggest that each of us should read and study the easement.

A. So what is the question again?

Q. The easement that's being discussed in this email from July of last year, is that the same easement you and I discussed earlier this morning?

A. Yes.

Q. Have you seen Exhibit 89 before? I'll represent to you that you're included as one of the recipients.

A. Yes.

Q. Do you have any testimony to give us today about the matters contained in this email or at trial?

A. No.

Q. Do you have any information about the issues involving gate security work or about trying to seek an injunction against my client?

A. Just my copy of the email.

Q. But you weren't involved in the discussions at this time; you were just copied on the email. Correct?

A. Correct.

Q. Exhibit 90 is a series of handwritten notes. Are these your notes, sir?

A. No.

Q. So if I ask you about them, it would be purely conjecture as to what is contained in here; correct?

A. Yes.

Q. Exhibit 91. This appears to have been a series of emails between Mr. Farmer and Mr. Bessent.

Were you involved after your getting on the board with any of the issues involving the phone gate or box and the issues contained in this

email other than being copied on information?

A. Correct.

Q. And then the same questions for Exhibits 92 and 93 involving access.

Were you just being copied on these emails? Because I'll represent to you one of you say: I don't think it's a good idea to disable his fob.

A. Right.

Q. And what did you base that on, sir?

A. Trying not to be antagonistic.

Q. And then I think Mr. Bessent, Exhibit 93, says that there was explicit authority to deny access.

Do you know if you went back and looked at the master deed to confirm what Mr. Bessent was saying? Or were you just kind of -- these were general discussions?

A. General discussions.

Q. And Mr. Nauheim jumps in on Exhibit 94 and continues the discussion; correct?

A. Correct.

Q. Exhibit 95, which is a Dock Master Services Agreement, was provided to us. I'll represent to you that I've read it and I don't

think it relates to anything having to do with matters that bring us here today.

Have you ever read this agreement, sir?

A. Yes.

Q. And would you agree with me that it does not necessarily relate to the matters that bring us here today?

A. No. Well, that's a yes and no.

Q. In other words, I will ask it this way: This document doesn't affect ownership of the fuel docks or the condo that we're discussing today, does it?

A. Well, I mean, I'm looking right in the second paragraph where it does make reference to the ship store and condominium building, and I think that's really a question.

Q. Correct. But this is not one of the controlling governing documents for your condo association?

A. I agree.

Q. I worded it poorly. Okay.

Exhibit 96. You are included in these emails. Again, it's about disabling owners' fobs and disputes about common elements; correct?

A. Yes.

Q. Do you have any testimony to give us today or at trial about these emails?
A. No.
Q. How about Exhibit 97?
A. I've seen this.
Q. Were you at the injunction hearing we had with Judge Nicholson last year?
A. No.
Q. Do you have any information about -- other than seeing a final order -- whether or not my client looked like a real jerk in front of a judge?

When I say "my client" I'm talking about two LLCs, but they only act through Mr. Farmer. Because in the middle of this email Mr. McGuire writes: Right now Dolph looks like a real jerk. Destroying our property will only make him look bad in front of a judge.

Do you know whether or not Mr. Farmer looked bad in front of a judge?
A. I don't know.
Q. Exhibit 98 seems to be trying to reestablish locks on the gates and contacting attorneys.

You are copied on this email, but do

you have any testimony to give us today or at trial about Exhibits 98, 99, 100 or 101?

A. No.

Q. Exhibit 102. You note you were at the Board of Directors meeting October of 2016. You weren't on the board, but they note people who were owners that actually attended.

A. I was there, yes.

Q. You were there. You were there just as an owner; correct?

A. Correct.

Q. How often are board meetings held?

A. Annually.

Q. Board meetings are held annually?

A. No. I'm sorry.

Q. This isn't an annual meeting. Do you know if you were at this board meeting?

A. There is really no set time.

Q. Are you sure?

A. We just meet when we have things that we need to talk about.

Q. Do you know if you as an owner were at the meetings in October, September of 2016?

A. No, I was not.

Q. Exhibit 103 appears to be the first

page of an Agreement to Buy and Sell Real Estate from the fall of 2016 with a purchase price of a hundred thousand dollars.

Were you involved in any of the negotiations that led to this agreement or at least the first page? which is all we've got.

Were you involved in any way in the negotiations with Mr. Farmer and the Mariners Cay Council of Co-Owners back in the fall of 2016?

A. No.

Q. You don't have any testimony to give us about this document, do you, sir?

A. No.

Q. The same questions for Exhibit 104.

You weren't on the board back in September of 2016. You can't give us any testimony about this exhibit; correct?

A. Correct.

Q. Exhibit 105 appears to be some handwritten notes. Are those your notes, sir?

A. No.

Q. Do you recognize this handwriting, by any chance?

A. No.

Q. And on the second page, which is MC

960, the notes, you have no information to give us about the numbers contained on that page, do you, sir?

A. No.

Q. This is Exhibit 106, which is emails from April of 2015.

You have no testimony to give us about this document, do you, sir?

A. No.

Q. Either today or at trial; correct?

A. Correct.

Q. Exhibit 107 is rather lengthy. It's MC 1110 through 1034.

Do you have any idea whose notes these are or what this document is? And I can't tell if they're emails or notes or what they are, so I'll just ask you: Do you know who wrote these?

A. No. I've never seen this. I do not know who wrote this.

Q. Okay. So you have no testimony to give us; correct?

A. No.

Q. MC 1119. On that exhibit there is some questions at the top of the page that says: What if we don't buy it? Why did Dolph buy it? What is

his end game? What about doing just fuel dock? Put a shack on it if Mariners Cay can't do it?

Do you have any information about what the author is talking about at the top of the page MC 1119?

A. No, just speculative.

Q. And I don't want you to speculate, but you don't have any information about those questions at the top of Page MC 1119; correct?

A. No.

Q. The next exhibit, although lengthy, is Exhibit 108, which I'll represent to you appears to be an appraisal from July of 2016 by Chris Donato, who is an appraiser here in Charleston.

Have you ever seen this document before?

A. No.

Q. And you have no information as to why this document was commissioned; correct?

A. Correct.

Q. On the front page it says: For Mariners Cay Marina Condo, LLC Council of Co-Owners, care of Laurie Hull.

She was on the board at the time; correct?

A. Yes.
Q. Do you know if anyone from the board has ever shown you this document --
A. No.
Q. -- before today?
A. No.
Q. Exhibit 109, which is the next item up for discussion, appears to be a draft letter from Patrick F. Stringer to Dolph Farmer.
Again, you weren't on the board in August of '16, were you?
A. No.
Q. And you have no information or testimony to provide today or at trial about this exhibit; correct?
A. Correct.
Q. And you don't know if Mr. Stringer was ever authorized to send that letter; correct?
A. Correct.
Q. Exhibits 110 and 111 seem to be reports from Mr. Geiger.
Do you recall receiving those reports? Let me ask: Have you ever seen those reports before?
A. No.

Q. No testimony about those; correct?
A. Correct.
Q. Either today or at trial; correct?
A. Correct.
Q. Exhibit 112. These are minutes from May of 2016 at the annual meeting.
Do you know if you were at that annual meeting?
A. Yes.
Q. And you were not on the board at the time; correct?
A. Correct.
Q. Do you recall discussions that are put in the minutes under new business regarding the ship store and fuel docks? Do you recall that discussion at the meeting in May of 2016?
A. Yes.
Q. And what can you tell me about those discussions?
A. I think the concern was the expense to bring the ship store up in good condition; who was going to bear the price of that.
Q. And it says in the minutes: As it turned out, the ship store and fuel docks have been purchased by Dolph Farmer the day before the annual

meeting. So the vote to purchase was not applicable at the time.

Was there discussion among dock owners -- not among board members but among dock owners prior to this about the potential to purchase the ship store?

A. No.

Q. You weren't privy to any discussions about that; correct?

A. Correct.

Q. And you weren't privy to any discussions as an owner about any negotiations to purchase; correct?

A. Correct.

Q. Exhibit 113 is the May 2017 agenda for the annual meeting. Are these your notes, sir?

A. No.

Q. Do you know whose notes they are?

A. Tom's.

Q. Do you recognize his handwriting?

A. Yes.

Q. And I'll represent to you he confirmed they were his notes, but I just wanted to make sure -- you've never seen this document before, have you?

A. No.

Q. And this meeting was about a month before y'all filed this lawsuit; correct?

A. Correct.

Q. Exhibit 114 is a letter. You're one of the signers, for lack of a better term. There is no actual signature and there is no date, but it seems to be a letter providing notice that the Complaint in this matter was filed in June of 2017.

Did you help draft this letter, sir?

A. No.

Q. Do you know who did draft it?

A. No.

Q. Your name is listed on the board, but you didn't type this up; correct?

A. That's correct.

Q. And other than what it says here do you have any information or testimony to offer today or at trial about this matter?

A. No.

Q. And the same with the next letter from June 8th of 2017 to the co-owners. It's just from your board of directors.

Did you draft this letter, sir?

A. I did not.

Q. Do you recall seeing this letter in June of last year?
A. Yes.
Q. But you didn't have anything to do with authorizing this or sending it out; correct?
A. Say that one more time.
Q. You, Mr. Hagy, did not draft this Exhibit 115 or authorize it to go out other than being on the Board of Directors; correct?
A. Correct.
Q. Exhibit 116 is the president's report from April of 2017, and that was about the time you got on the board; correct?
A. Correct.
Q. Do you recall receiving this letter as a co-owner back in April of 2017?
A. Yes.
Q. It says at the last page on MC 1676 -- your name is listed with your personal email address.
A. Yes.
Q. But that was, again, about the time you were appointed or agreed to serve; right?
A. Yes.
Q. Did you help draft this communication

to co-owners?

A. No.

Q. Do you think Mr. Bessent drafted it?

A. Yes.

Q. And is he generally the person who drafts communications for the membership at Mariners Cay?

A. Yes.

Q. And again, the next exhibit, Exhibit 117, says "aggressive action" at the top.

Are these Mr. Bessent's notes? To the best of your knowledge.

A. Yes.

Q. And do you recall ever seeing this document before today?

A. No.

Q. The next document, Exhibit 118. Do you have any information to offer today or at trial about Exhibit 118? These are emails from November of 2016. They begin at MC 1697 and end at MC 1698.

A. No.

Q. The next exhibit, 119, is MC 1749 from July of '16. Again, this is before your time on the board. Correspondence about the foreclosure case.

Do you have any testimony to offer today or at trial about that?

A. No.

Q. And do you know whether any vertical elevation surveys were done back in 2016?

A. No.

Q. And you testified earlier that you were not at any meetings with Mr. Duggan or Mr. Barr, so I'm guessing along those lines you have no information to offer today or at trial -- or testimony today or at trial about Exhibit 120; correct?

A. Correct.

Q. The same question for Exhibit 121. No testimony today or at trial; correct?

A. Correct.

Q. And you weren't involved with any discussions or offers by and between my client's LLCs and the Mariners Cay Marina Council of Co-Owners; correct?

A. Correct.

Q. Exhibit 122 is a letter to the Mariners Cay Fuel Dock, LLC and a Fair Debt Collections Practices Act notice from Derek Dean advising that money was owed by Mariners Cay Fuel Dock in the

amount of $1,615.53. There is also a ledger report attached to the back of that.

Do you know if that amount was eventually paid by Mariners Cay Fuel Dock? And you were not yet on the board.

A. Right. I do not know.

Q. The next document, Exhibit 123 -- I've already asked you a couple of times, but, again, you weren't involved in any discussions with Mr. Duggan and Mr. Barr; correct?

A. Correct.

Q. And no testimony today or at trial about those discussions?

A. Correct.

Q. The same question for Exhibits 124, 125. No discussions with Mr. Duggan or Mr. Barr? No testimony by you about those discussions today or at trial; correct?

A. Correct.

Q. The next document is the master deed that we've already discussed.

MR. O'KELLEY: Let's take a quick break, and I think I might be finished with my questions for you.

(Short recess taken.)

EXAMINATION

BY MR. MIMS:

Q. My name is Kevin Mims. We met a little earlier this morning. I represent the same clients as Hamlin. In addition I have Mr. Farmer individually who has been named as a defendant in this case. So I have a few questions for you.

Do you have any claims that you're asserting or allegations that you're making personally against Mr. Farmer?

A. No.

Q. Are you aware through your position as a board member of anything Mr. Farmer has done wrong or allegedly done wrong that has led to the board, Mariners Cay Council of Co-Owners, to file suit against him personally?

A. No.

Q. Do you think that's improper?

A. Well, I hesitate because I know he locked access to the places underneath the building. So I think we filed an injunction to allow us to get access to that.

Q. And the judge ruled upon that injunction; right?

A. Yes.

Q. Are you aware of anything else other than that issue?
A. No.
Q. What was your dock number again?
A. I don't know. C-3. I could be wrong.
Q. Let me see if I can help you. I have a guide here. It says it's 30 feet --
A. No. That's not it then.
Q. How long is yours?
A. 20, I believe.
Q. It looks like three 20-foot slips that I can see. They all start with E. E-1, 2 and 3.
A. I would have to see the list. I know where I dock my boat.
Q. Fair enough. Just so I am clear, you bought the dock about three years ago; right?
A. Two.
Q. Two years. So roughly 2016?
A. Yes; I think so. I can confirm that. It was three years ago.
MR. MIMS: Let's let her mark that.
(EXH. 134, Title to Real Estate, Affidavit and copy of Recorder's Page, marked for identification.)
BY MR. MIMS:

Q. Exhibit 134. Can you identify that for me?
A. Yes.
Q. What is that?
A. This is my title to the real estate of the slip that I purchased.
Q. And are you able to use that to confirm the purchase date?
A. Yes.
Q. Which was?
A. July 16th, 2015.
Q. And does that have the unit number on it? And you bought this dock from CBCT Properties, LLC; is that correct?
A. Yes.
Q. Do you know the person or persons you dealt with with the prior owner?
A. No.
Q. Was it a private owner or was it marketed by an agent?
A. Marketed by an agent.
Q. Did you receive any marketing materials, brochures, advertisements related to the dock?
A. No.

Q. Did anyone represent to you that you would own or you were purchasing a piece of the ship store or a piece of Commercial Units C-1, 2 or 3?

A. No.

Q. For your $11,200 purchase you received this title to real estate when you bought the dockominium; right?

A. Controlled by the master deed, yes.

Q. Actually it was controlled at that time by the amended and restated master deed, which was filed March 22nd, 2007.

MR. BARR: Objection.

Q. (Continued) Filed March 19, 2007; is that correct?

MR. BARR: Objection.

A. I don't know.

Q. So you don't know if the master deed was controlling or the amended and restated master deed at the time of the purchase of this property set forth in Exhibit 134?

A. Correct.

Q. Prior to agreeing to the purchase or actually closing on the purchase did you receive a copy of the master deed or the amended and restated

master deed?

A. No.

Q. When was the first time that you got forwarded one of those documents? If you know.

A. When I became a board member.

Q. So prior to becoming a board member you never consulted or reviewed the master deed or the amended and restated master deed?

A. Correct.

Q. But as of today's date you have at least seen the amended and restated master deed?

A. That's correct.

Q. And it's been previously marked as part of Exhibit 1. So while we don't seem to know the exact unit that you purchased, we know that you believe it's one of these with the 20-foot mooring; is that right?

A. Right. E-3.

Q. E-3. That's you. Okay. But you're aware that Commercial Unit 1-A, Commercial Unit 1-B, Commercial Unit 2 -- they were all separately identified in this schedule that you associated with the amended and restated master deed. You're aware of that; correct?

A. I see that, yes.

Q. And you're aware that you didn't purchase Commercial Unit 1-A, Commercial Unit 1-B or Commercial Unit 2; is that correct?

MR. BARR: Objection.

A. So what was your question again?

Q. Right. You already testified when you paid the $11,200 you bought Unit E-3; right?

A. Yes.

Q. You didn't buy Commercial Unit 1-A, Commercial Unit 1-B or Commercial Unit 2; is that correct?

MR. BARR: Same objection.

MR. SESSOMS: Join.

Q. (Continued) Is that correct?

A. Yes.

Q. Did you know in 2015 at the time you purchased your dockominium who the owners were of those other identified units, Commercial Units 1-A, 1-B and 2?

A. No.

Q. And do you know who they are today?

A. No.

Q. Your unit in the Marsh View Villas, is it unit number --

A. 131.

Q. And obviously you've had that since back in 2005; is that right?
A. Yes.
Q. At any period of time when you were renting it outside of to your stepdaughter was it a short-term rental with less than a month?
A. No.
Q. Did you rent it on VRBO or some service? How did that occur?
A. I used Avocet Real Estate Management.
Q. And was it mostly monthly rentals?
A. Yes. A month is a minimum rental period. So I had some renters that had multiple months.
Q. And it's the minimum period under the HOA?
A. That's correct.
Q. And we already confirmed Roger Camp is the president of that HOA.
A. No. It's a separate HOA from Marsh View.
Q. I understand. What is the name of the HOA Mr. Camp is president of?
A. That would be Mariners Cay.
Q. You don't have any interest in Mariners

Cay HOA as far as the unit over there?

A. Correct.

Q. But you have been involved in the board of Marsh View HOA?

A. That's correct.

Q. Are you currently a board member of Marsh View?

A. I am, yes.

Q. So when we talk about the Mariners Cay HOA having a vested interest in this litigation, that's who you're referring to; correct?

A. Yes.

Q. Marsh View HOA, is that separate and apart?

A. Separate.

Q. Do you have an understanding as to whether or not the Marsh View HOA, the one Mr. Camp is in charge of -- whether they have a preference as to whether or not this ship store, this property, is used for commercial purposes or residential purposes? Or do you know?

A. They have no interest.

Q. Why is that? What is the basis of that understanding?

A. We're pretty much subservient to the

Mariners Cay HOA. We pay them a monthly fee and they manage the property. So they have identified the common areas as being the pools, the security gates, and all the things that they manage.

Q. Right. I know you haven't been a full-time resident of the property during the course of your ownership back in 2005, but aren't you aware of the disputes regarding the ingress and egress through the gates of commercial activity and the numerous failed businesses, whether or not they were sandwich shops or bars or whatever at the property?

A. I know that from personal conversations with Roger as president that he's not interested in opening the gate to the general public.

Q. And you obviously know from conversations with Roger or otherwise that the Mariners Cay HOA does not want to see this utilized as a commercial property.

A. I understand. Yes.

Q. Is that correct?

A. That's correct.

Q. And is the basis for that information from conversations with Mr. Camp or someone else?

A. Mr. Camp.

Q. You've had conversations with Mr. Camp as president of the Mariners Cay HOA, and in those he's communicated that entity does not want to see commercial activity at the ship store, Commercial Unit 1-A, 1-B or 2; is that correct?

A. That's correct.

Q. Has there been any negotiation or discussion or off-the-record agreement between the Council of Co-Owners and Mr. Camp's group, for lack of a better term, Mariners Cay HOA, as to what the use will be if you guys actually obtain title?

A. No.

Q. What is your understanding as a board member of the Council of Co-Owners what the intent is to do with the property if you guys obtain title?

A. It's a discussion we really haven't got to. We're just trying to understand clear title.

Q. So it may be commercial; it may be residential? You don't know yet?

A. I don't know yet.

Q. There has certainly been a history of residential usages of this ship store property. The Farmers live there now; right?

A. That's the only one now.

Q. You're not aware prior to that the history that Mr. Bessent testified to regarding the efficiency apartment or prior rentals? Or you just don't know?

A. I just don't know.

Q. Fair enough. You don't know anything about that bar or restaurant or any of those uses of the property?

A. Correct. I can see where there used to be something there, but it was never operational whenever I was there.

Q. And you've had some conversations, I assume, with folks that don't like the commercial uses, commercial traffic; right?

A. Not specific to whatever was there. I just know that Roger is concerned about opening up a gate to the public.

Q. Sure. By either units; right? I mean, you're a privately gated neighborhood.

A. That's one of the purposes.

Q. Any guy can roll up and say "I'm here to go to the bar" or whatever business is there if you don't have a gate.

A. Correct.

Q. Are there still some dock owners that

have owned prior to the filing of the amended and restated master deed, which was March 19th of 2007, according to the last -- one of the pages of Exhibit 1. In other words, some of the dock owners Council of Co-Owners owned prior to that time.

A. I'm not following your question.

Q. Let me try again.

A. Maybe I zoned out.

Q. No. You've owned it for two or three years. Obviously subsequent to this recording of this document March 19, 2007, the admitted and restated master deed; right?

A. Yes.

Q. Do you know if some of the 80-some odd owners have owned longer than that? In other words, prior to March 19th, 2007.

A. The original owners. So yes.

Q. The original owners obviously would own prior to the filing of the amended and restated master deed; right?

A. Yes.

Q. Do you know how many original owners there are?

A. No.

Q. And that's something we could figure

out?

A. Yes.

Q. Through Sentry Management, I assume.

A. Yes.

Q. But obviously those guys would be in a little different position than someone like yourself who bought after the filing of the admitted and restated master deed because -- well, prior to the filing of the amended and restated master deed; correct?

A. That's correct.

Q. So that would be a subclass of persons?

A. I would agree. Yes.

Q. And we don't know what the numbers are in either one of the subclasses?

A. I don't know the number of original owners or the owners before then.

Q. Do some folks have liveaboards out at their dock?

A. I know that Mr. Farmer has a houseboat, which is against the covenants. I see folks that may spend a weekend, but no liveaboards.

Q. But there are folks who own dockominiums and have boats there and they may come stay a night or two or three?

A. Yes.
Q. And that happens from time to time?
A. Yes.
Q. And it has for as long as you've been there?
A. Yes.
Q. Do you know if there are commercial businesses that are run out of the docks as far as fishing charters or anything of that nature?
A. I know that the assistant dock master, Randy, has his own local -- I wouldn't call it "charter."
Q. Tour guide?
A. Tour guide.
Q. And he runs that commercially out of those dock master units?
A. Yes.
Q. And that violates the master deed covenants, codes and restrictions of the dockominiums at Mariners Cay Council of Co-Owners?
A. Okay. I don't know that.
Q. You haven't looked into that?
A. No.
Q. Assuming that it does, nothing has been done to stop him, and that's obviously been known

by the board for some period of time; right?

A. If you're telling me, yes.

Q. Let me ask you this: It's common knowledge that --

A. I'm trying to say yes or no and you're not giving me a yes or no type of question.

Q. It's common knowledge amongst the dock owners and board members that Randy runs his commercial business out there?

A. Yes.

Q. And no one has ever tried to stop it? To your knowledge.

A. Yes.

Q. Earlier you were asked about the dues and discussions about refunding those dues.

You agree that the board is right and those dues need to be refunded to Mr. Farmer?

MR. BARR: Objection.

MR. SESSOMS: Form.

Q. (Continued) Either he owns it or he doesn't it. If he doesn't own it, he never owned it; right?

A. Which we don't believe that he owns it. So yes; therefore I agree we should refund whatever regime fees we may have erroneously collected.

Q. From the onset?
A. Yes.
Q. Likewise, any betterments that were made by Mr. Farmer or someone on his behalf -- he paid for some things to improve the place. Painting, et cetera. You also agree that that money should be refunded in the event that the board is right and the Council of Co-Owners owns the ship store?
A. I believe that there were some improvements that he made that as owners we would make, whether it's painting or those type things. All the repairs that he's done -- I'm not aware of what was done. So if he painted the inside, I don't think that's necessarily something we should reimburse him for, but yes; I think there is a tit for tat.
Q. I mean, you're not looking to get anything for free. I mean, you approved it.
A. No.
Q. Is that a yes?
A. Yes.
Q. And I understand your point about the interior improvements, but if you're right you own the interiors, too; right?

A. Yes.
Q. But it would stand to reason you would reimburse for those improvements because you may use it as a rental property?
A. I don't know what improvements Mr. Farmer has done. So if you put in a hot tub --
Q. Fair enough.
A. Okay.
Q. You would want to look at the interior items on a case by case basis?
A. Yes.
Q. But otherwise the improvements and betterments you think the board should pay for --
A. Yes.
Q. To Mr. Farmer?
A. Yes.
Q. And there haven't been conversations with the dock owners, communications that: Hey, you may have to pay for these things. There may be special assessments. It may cost money to make improvements necessary by prior inspections should we prevail in this lawsuit?
A. No specific conversations, no.
Q. And no communications from the board out to all the members pursuant to any fiduciary

obligations?

A. Correct.

Q. But you acknowledge that could happen? If you prevail in this lawsuit, it may in fact cost the Council of Co-Owners a considerable amount of money for reimbursement through taxes, through insurance or otherwise to make repairs?

A. Yes, we will.

Q. And you know what is required by the board in order to undertake that kind of liability on behalf of the individual unit owners? Does there have to be a vote? Or do you know?

A. I don't know for sure. I believe the board has authority to assess special assessments, but there may be a limit. I don't know that.

Q. But we can both agree at least that should you prevail in this lawsuit there is a special assessment coming?

A. Yes.

Q. The question is just how much?

A. Yes.

Q. The restrooms -- you were asked about those earlier. I understand you said you're not aware of anybody having issues gaining access; is that right?

A. Yes.

Q. I understand that those restroom hours are set forth in the Operations and the Maintenance Manual, Section 2.21. They're supposed to be open 9:00 to 5:00. Is that your understanding?

A. No.

Q. What is the basis for your understanding of the hours for the restroom?

A. 24/7.

Q. Where do you find that in the documents?

A. I don't have a specific point, but it doesn't make sense to not have access to restrooms 24/7.

Q. But there is nowhere in the documents that you're aware of that it gives hours for 24/7?

A. No.

Q. This isn't the full document, but you looked at Exhibit 109 earlier.

Were you on the board when Mr. Stringer represented the Council of Co-Owners?

A. No.

Q. Have you ever seen this document before where he referenced that 2.21 section of that manual as to the hours of the operations of the

ship store?
A. No.
Q. When the ship store was open back in the day, it was open 9:00 to 5:00? Or do you know?
A. I don't know.
Q. When you first acquired your dock in 2015, do you know who the owner was for the commercial units of the ship store?
A. No.
Q. Were there issues with bathroom access prior to Mr. Farmer's --
A. No.
Q. If someone slips and falls in the bathroom, a dock owner or one of their guests, who is liable for that?
A. My opinion would be that it would be the marina.
Q. The Marina Council of Co-Owners?
A. Yes.
Q. Who has the responsibility to maintain those bathrooms?
A. The marina council of slip owners.
Q. Who has the responsibility to pay for the utilities -- the water, the electricity, et cetera -- associated with those bathrooms?

A. It would be the dock owners.

Q. And any time you say "the marina," "the dock owners," we're talking about the plaintiffs in this case?

A. That's correct.

Q. The Marina Council of Co-Owners?

A. That's what I mean.

Q. To the best of your understanding that entity has not paid for the utilities -- electricity, et cetera -- associated with those bathrooms or any of the other easements associated with the commercial units of the ship store; is that correct?

A. Correct.

Q. But you think that money is due and owing to Mr. Farmer and has been since his ownership?

A. I would agree that there should be a prorated expense for those common areas, the bathrooms and all, yes.

MR. MIMS: Thank you. That's all I have right now.

EXAMINATION

BY MR. SESSOMS:

Q. My name is Bobby Sessoms. Your testimony today as to your opinions are a result of your being one member of the board; is that correct?

A. Yes, sir.

MR. SESSOMS: No further questions.

EXAMINATION

BY MR. MONTGOMERY:

Q. I have a question as well. My name is Andrew Montgomery.

Mr. Mims asked about if the association prevails in this lawsuit you agree that Mr. Farmer would be entitled to reimbursement for the dues and taxes he's paid during his time of ownership.

Would you similarly agree to previous owners from 2007 forward, that they would be entitled to reimbursement for their dues and any taxes they paid on behalf of the ship store at the dock units?

A. Yes.

MR. MONTGOMERY: That was my only question.

MR. BARR: None from me.

(Deposition concluded at 12:45 p.m.)

SIGNATURE OF DEPONENT

DEPONENT: NELSON HAGY
DEPOSITION DATE: July 12, 2018
REPORTER: PATRICIA L. THOMPSON
CASE CAPTION: ALBEN D. NEIGHBORS and DAN G. NEKOLA, on behalf of themselves and others similarly situated, and MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC. vs. MARINERS CAY MARINA CONDO, LLC; MARINERS CAY FUEL DOCK, LLC; GEORGE A. FARMER and SOUTH ATLANTIC BANK

(Please return both Signature of Deponent pages)

I, the undersigned, NELSON HAGY, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)

DEPOSITION DATE: July 12, 2018
REPORTER: PATRICIA L. THOMPSON
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PAGE	LINE	CHANGE	REASON

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NELSON HAGY Date

I, PATRICIA L. THOMPSON, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent pages within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

PATRICIA THOMPSON NOTARY PUBLIC SOUTH CAROLINA

Patricia L. Thompson

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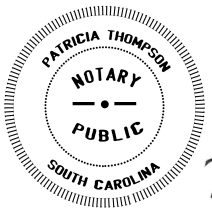
PATRICIA L. THOMPSON, RPR
My Commission expires
October 15, 2025

CERTIFICATE OF REPORTER

I, Patricia L. Thompson, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed by official seal this 20th day of July 2018 at Charleston, Charleston County, South Carolina.



Patricia L. Thompson

Patricia L. Thompson
Registered Professional Reporter
My Commission Expires
October 15, 2025

I N D E X

	Page	Line
NELSON HAGY	4	3
EXAMINATION	4	5
BY MR. O'KELLEY:		
EXAMINATION	97	1
BY MR. MIMS		
EXAMINATION	117	25
BY MR. SESSOMS		
EXAMINATION	118	8
BY MR. MONTGOMERY		
SIGNATURE OF DEPONENT	120	1
CERTIFICATE OF REPORTER	122	1

E X H I B I T S

	Page	Line
EXH. 133, Notice of Deposition of Nelson Hagy	4	1
EXH. 134, Title to Real Estate, Affidavit and copy of Recorder's Page	98	22

Exhibits

HAGY.EXH.133
4:1 7:24 122:19
HAGY.EXH.134
98:22 99:1 100:21 122:21

$

$1,615.53
96:1
$11,200
10:22 21:25 22:3 100:6 102:7
$250
68:23
$250,000
29:22

1

1
27:21 28:19,25 101:14 108:4
1-A
101:20 102:2,9,18 106:5
1-B
101:21 102:2,10, 19 106:5
10
54:11
100
63:10 85:2
101
63:11 85:2
102
85:4
103
85:25
1034
87:13
104
63:12 86:14
105
63:15 86:19
106
87:5
107
87:12
108
88:12
109
63:15 89:7 115:19
11
54:24
110
64:5 89:20
111
89:20
1110
87:13
1119
87:23 88:5,9
112
90:5
113
91:15
114
64:5 92:5
115
51:20 93:8
116
64:10 93:11
117
94:10
118
94:17,19
119
64:11 94:22
12
10:20 55:14 56:15
120
95:11
121
95:14
122
95:22
123
96:7
124
96:15
125
96:16
12:45
118:25
13
44:12 57:1,9
131
12:9 102:25
133
4:1 7:24
134
98:22 99:1 100:21
138
51:20
14
57:19
147
64:19
148
64:19
149
64:25
15
10:20 57:24
150
64:25
151
65:5
152
65:11
153
65:13
154
65:18
157
65:18
16
58:10,17 89:11 94:23
166
66:3
167
66:9
1676
93:18
1697
94:20
1698
94:20
16th
99:11
17
15:17 57:6 60:24 61:7
1749
94:22
18
48:25 57:6 61:9
187
66:9
19
51:11 61:15,23 100:14 108:11
1943
12:11
1955
14:9
19th
108:2,16

2

2
48:25 49:6,11,15 98:12 100:3 101:21 102:3,10, 19 106:5
2.21
115:4,24
20
51:11 61:25 62:11 98:10
20-foot
21:14 98:11 101:16
2005
34:20 44:13,25 45:5 103:2 105:7
2007
100:12,14 108:2, 11,16 118:17
2013
19:1 29:12
2013-CP-10-850
28:7
2014
49:19 50:9
2015
19:14 26:25 28:22 29:2 51:7,21 52:16 53:3,9,19 54:15 87:6 99:11 102:16 116:7
2016
30:11 47:6 54:25 55:9 57:2,16,22,25 58:11 59:1,4 60:25 61:18 62:2 63:2,16 66:14,19 85:5,23 86:2,9,16 88:13 90:6,16 94:20 95:5 98:18
2017
47:6 57:17 67:20, 24 69:25 70:3,8,13 73:8,15 91:15 92:9,22 93:12,16
21
51:25 62:23
215
67:6
22
51:25 63:7,10
22nd
100:12
23
51:25 52:1 63:11
24
51:25 63:15
24/7
115:9,14,16
25
29:2 52:14 64:5
26
52:14 64:10
27
53:11 64:19,22
28
53:11 64:24
29
54:9 65:4
29439
12:13

3

3
49:13,18 98:12 100:4
30
54:9 65:10 98:7
31
54:9 65:14
32
54:9 65:16,17
33
54:11,12 65:20
34
54:12 66:2
35
54:13 66:8
36
66:22 67:3
37
67:6
38
67:11,14
39
67:12

4

4
49:15 50:2

40
54:24 67:12
41
54:24 67:12
42
67:12
43
55:15 56:4 67:12
44
67:12
45
55:15 56:4 67:12, 14
46
57:9 67:19
47
57:9 68:9,11
48
57:19 68:14
49
57:19 68:14

5

5
50:25
50
68:14
51
68:14
52
68:15
53
68:16
54
68:16
55
68:22
551
72:3
552
72:3
56
69:1
564
74:24
57
69:6
58
69:6
59
69:6
5:00
115:5 116:4

6

6
51:19
6/14
48:25
60
69:10
61
69:10
62
69:10
63
69:11
64
69:11
65
69:11
656
80:5
66
69:11
67
69:11
68
69:11
69
69:11,14

7

7/7/15
50:4
71
70:8,10
72
70:12
73
70:17,19
74
71:16
75
71:22
76
72:2
77
73:6
78
58:17 73:15 74:5
79
58:17 74:4

8

8
53:11
80
60:24 74:12
80-some
108:14
80s
40:7
81
60:24 75:13
82
61:9 75:19
83
61:10 76:4
84
31:15 36:17 61:23 76:9
85
61:23 76:13
86
76:15
87
62:1 77:7
88
36:21 62:1 80:5
89
80:22
8th
92:22

9

9
53:16 54:9
90
81:13
91
81:20
92
36:21 74:25 75:1, 11 82:4
93
62:23 82:4,13
94
62:23 82:20
95
62:23 82:23
96
62:24 83:22
960
87:1
97
63:10 84:4
98
63:10 84:22 85:2
99
63:10 85:2
9:00
115:5 116:4

A

aboard
22:24
absolute
78:10
abuse
6:13
accepted
46:4
access
22:7 42:18,21 43:13 61:16 62:15 80:10 82:4,14 97:20,22 114:24 115:13 116:10
accident
5:5
accounts
74:25
acknowledge
114:3
Acquaintances
33:16
acquire
35:5
acquired
30:11 34:3 116:6
acquiring
30:6
acquisition
30:15
act
84:14 95:24
action
29:9 94:10
activity
105:9 106:4
actual
92:7
add
51:22 57:10
addition
97:5
additional
79:7
address
12:8 23:21,24 93:20
addresses
72:5,9 73:17 74:20,21
administration
15:4
admitted
108:11 109:8
advertise
36:12
advertisements
99:23
advising
95:24
Advisors
66:18
affect
83:10
Affidavit
98:23
agenda
91:15
agent
99:20,21
aggressive
94:10
agree
41:18,23 42:4,9 77:12 83:5,20 109:13 111:16,24 112:6 114:16 117:18 118:13,16
agreed
93:23
agreeing
30:16 100:23
agreement
58:5 82:24 83:3 86:1,5 106:8
agreements
59:20
aid
15:13
Alben
47:24
alcohol
6:9
alcoholism
6:13

allegations
30:16 97:9
allegedly
97:14
allowed
7:5
Amanda
13:12 15:24 32:3 37:3 46:17
amended
8:14 9:15,20,25 42:7 55:16 100:11, 19,25 101:8,11,23 108:1,19 109:9
amendment
9:17 42:3,5 55:16
amendments
26:21 41:19
American
16:25 17:10,12
amount
96:1,3 114:5
Analytics
19:18
and/or
55:24
Andrew
118:11
Andy
32:23 33:24 34:2
Ann
12:19 19:9
annual
23:5,10 38:8,14,18 57:16 85:16 90:6, 7,25 91:16
annually
79:21 85:13,14
antagonistic
82:11
apartment
35:12,13 107:3
appeared
27:9
appears
39:16 58:6 71:22 81:20 85:25 86:19 88:12 89:8
applicable
91:2
application
69:17
apply
5:11 7:9 61:15
appointed
22:14,25 23:3 93:23
appointment
56:9
appraisal
47:21 88:13
appraiser
88:14
approached
41:4
approved
112:19
approximately
18:25 22:12 31:14
April
54:25 55:9 69:25 70:3,8,12 87:6 93:12,16
Arbor
12:19 19:9
area
12:18 17:5,6 19:9 42:24 43:3 51:16
areas
8:12 9:9,13 37:21 60:7 105:3 117:19
arrangement
35:20 76:17
article
73:8
asserting
97:9
assess
114:14
assessment
114:18
assessments
32:11 46:6 113:20 114:14
assist
41:4
assistant
110:10
association
10:2 27:18 31:10 33:7 44:17 83:19 118:12
association's
8:17
assume
31:23 46:17 79:20 107:13 109:3
Assuming
110:24
attached
43:3 96:2
attaching
73:16
attempts
47:7
attend
57:16
attended
85:7
attorney
5:17 10:16 27:16 47:12 67:9
attorney/client
7:8
attorneys
21:23 84:24
audible
5:18
August
51:21 52:16 89:11
author
88:4
authority
82:13 114:14
authorize
93:8
authorized
89:18
authorizing
47:21 93:5
Avocet
103:10
aware
6:15 7:16 9:14 30:9,13 41:14 56:17 97:12 98:1 101:20,24 102:1 105:8 107:1 112:13 114:24 115:16

B

B.S.
15:4
back
18:11 30:11 33:19 48:20 49:10,15 50:9 51:6,21 52:15 53:3,9,18 55:9 57:2,22 59:1,4 60:25 61:18 62:2 63:1 66:19 75:4,22 76:20 82:15 86:9, 15 93:16 95:5 96:2 103:2 105:7 116:3
background
69:18
bad
84:18,20
Baltimore
14:7,14 15:8
Bank
28:5
bar
45:14 107:7,22
Barnes
32:3,15 69:3 72:4, 8 73:16 79:23
Barr
6:21 7:1 8:6 47:12, 17 67:8 75:15 77:24 78:7 95:8 96:10,16 100:13, 16 102:4,12 111:18 118:24
bars
105:11
base
82:10
based
19:9,23 25:2
basically
30:6
basis
11:25 104:23 105:23 113:10 115:7
Bates
52:2
bathroom
116:10,14
bathrooms
44:3,8 116:21,25 117:11,20
Beach
12:10,21 21:4
bear
90:22
beat
6:3
began
29:12
begin
94:20
Beginning
16:5
begins
52:13 54:11
behalf
27:17 28:11 47:6 112:4 114:11 118:19
Bell
24:21
beneficial
35:20
Bessent
11:15 12:6 61:12 69:2 75:16 77:8 79:17 80:13 81:22 82:12,16 94:3 107:2
Bessent's
27:24 94:11
Betterment
80:2
betterments
112:3 113:13
big
20:12 27:22
bills
44:1,2
Black
17:13,20
blood
13:8
board
4:12 10:6 11:2,3,9 12:2 22:11,18,22, 23 23:7,8,14,24 26:3,9,15,16 27:17 31:18 32:18 33:11, 22,25 34:1 37:5,9 39:9,13,19,20,23 40:23 41:6 43:20 44:2,6 45:17,24 46:4,15,19 47:6 49:3 50:8,18,19 52:15,20,23 53:2, 9,14,19,20 54:4 55:8,22 56:5 57:2, 17,21 58:1,13,23, 25 59:2 60:23,25 63:17 64:6,15 66:12,15 67:1,19 68:1 69:19 70:24 71:2,3 72:14 75:25 77:15 78:5,11,13 81:24 85:5,6,12, 14,17 86:15 88:24 89:2,10 90:10 91:4 92:14,23 93:9,13

94:24 96:5 97:13, 15 101:5,6 104:3,6 106:13 111:1,8,16 112:8 113:13,24 114:10,14 115:20 118:4

board's 37:19

boat 21:1,3,7,10,11,12, 14,15,16,17 42:15 43:18 67:23 68:2, 23 98:14

boaters 43:5

boats 109:24

Bobby 118:2

born 14:6

bottom 52:2 69:17

bought 26:24 29:18,19 34:18,25 44:10,24 98:16 99:13 100:7 102:7 109:7

box 12:11 81:25

break 4:20 48:17,21 96:23

breaks 6:25

bring 7:4 29:8 83:2,7 90:21

brings 11:24 27:14 29:23 44:17 59:24 68:17

brochures 99:23

brought 12:20

Bruner 50:3

budget 79:8,12,13,18

budgeting 76:7

budgets 79:24

building 52:5 83:15 97:21

buildings 44:19

bunches 48:21

business 15:4 16:19 19:24 20:10 24:2,4 25:7 26:17 34:14 90:14 107:22 111:9

businesses 105:10 110:8

butch 32:23

buy 10:12 34:24 35:10 86:1 87:25 102:9

buyer 57:12

buying 64:2

C

C-1 100:3

C-3 98:5

call 4:13 9:21 13:18 17:23 32:6 59:16 68:1 77:5 110:11

called 9:11 24:13 25:23 27:1 28:25 29:22 31:24 42:25

Camp 33:1,3,12,23 34:3 57:25 58:21 61:12 103:18,23 104:17 105:24,25 106:1

Camp's 106:9

Cantex 20:18

capacity 5:6

Capers 38:11

Capital 27:2 28:6

care 88:23

Carolina 4:23 5:9 18:21 19:19,21 25:5 42:8 80:1

Carroll 14:13,17,18,21

case 22:14 27:10 28:6 94:25 97:7 113:10 117:4

Cay 4:9,10,12 10:1,13 11:8 21:7 25:24 26:8,9,21 27:8 28:12 30:5,10,22 31:3,6,12 34:4,5 36:18 37:6,22 40:11 44:10,18 46:2,5,6,19,21 48:4,13 49:2 50:12 53:8 54:2,20 55:17 59:11,17 62:4 68:11 71:14 73:9, 11 74:22 75:2,6 86:8 88:2,22 94:7 95:19,23,25 96:4 97:15 103:24 104:1,9 105:1,18 106:2,10 110:20

CBCT 99:13

cetera 112:6 116:25 117:10

challenging 30:14

chance 86:23

change 5:13

changing 73:24

charge 41:6 104:18

Charleston 12:18,20 13:7,22 14:4 16:1 24:13 35:4,14 88:14

charter 110:12

charters 110:9

children 13:14 15:23

Chris 88:13

circumstances 22:17

claim 43:4 47:8

claims 43:4 97:8

clarification 9:7 37:20

clarify 9:6

clarifying 77:20

cleaning 80:6

clear 37:20 98:15 106:18

client 49:24 81:7 84:11, 13

client's 95:18

clients 20:17 24:24,25 97:4

close 33:15

closed 43:8 45:4

closing 10:15 21:19,20 100:24

club 31:8

CMG 24:8,14 25:12

co-owner 93:16

co-owners 4:13 8:18 11:9 27:9 28:12 30:14, 23 54:21 59:12 71:14 86:9 88:23 92:22 94:1 95:20 97:15 106:9,14 108:5 110:20 112:8 114:5 115:21 116:18 117:6

codes 110:19

collect 46:10

collected 46:11 111:25

Collections 95:23

College 14:24

commercial 9:12 100:3 101:20, 21 102:2,3,9,10,18 104:20 105:9,19 106:4,19 107:13, 14 110:7 111:9 116:8 117:12

commercially 110:15

commissioned 88:19

common 8:12 9:1,3,9,13,25 30:17 37:21 41:11, 20 77:16 78:4 83:24 105:3 111:3, 7 117:19

communicated 106:3

communication 93:25

communications 94:6 113:18,24

communicative 38:16

Community 24:8

companies 19:15 20:12,21

company 7:16 16:17 24:13, 17 31:24

complain 68:2

Complaint 28:4,5,8 92:9

completed 50:14

computer 8:22

conceivable 73:22

concern 73:5 90:20

concerned 107:16

concluded 118:25

condition 90:21

condo 4:9 12:22 25:24

26:8 30:5,6,10 36:13 44:10 46:5, 21 80:9 83:11,18 88:22

condominium 83:15

condos 41:23,24

confirm 82:16 98:19 99:7

confirmed 91:22 103:18

conjecture 81:17

connected 42:14

connection 27:13 44:3 45:14

considerable 114:5

constantly 73:24

consulted 101:7

consulting 20:9,11

contact 21:8 57:20

contacting 84:23

contained 52:19 53:13,18 57:11 58:17 61:7, 22 63:21 64:8,17, 20 65:17 69:23 81:2,17,25 87:2

context 5:2 10:5 56:11

Continued 77:25 100:14 102:14 111:20

continues 82:21

continuing 23:8

control 41:19

controlled 41:24 100:9,10

controlling 42:9 83:18 100:19

controls 42:3

convenience 45:7

conversations 8:6 26:2 105:13, 17,24 106:1 107:12 113:17,23

conveyed 78:5

convinced 35:16,17

Conway 19:6,7,11

cool 45:8

copied 81:10 82:1,5 84:25

copies 79:23

copy 56:23 81:8 98:23 100:25

corner 25:17

Corporate 12:25 24:10,19 25:1

correct 9:15 11:6 12:6,7 13:17 16:15 18:2, 12,22 19:1 22:1 23:11,12,24,25 26:22,23 28:9,10, 13,14,16,17 29:14, 15,18 30:20,25 31:1 32:12 33:4,9 34:12 36:2,9,15, 16,25 38:6,7,14,15 40:20 41:12,16,20, 25 42:3,10 43:5, 18,19,25 47:3 49:3,4,5,8,9,13,14, 25 50:1,9,10,15,16 51:3,4,17,18 52:8, 9,16,17 53:9,10, 14,15 54:9,10,19, 21,22 55:12,13 56:9,10,16 57:2, 22,23 58:1,2,5,8,9, 13,14,18 61:3,4,7, 8,13,14,19,20,23, 24 62:4,5 63:2,3,5, 6,8,9,13,14,18,19, 22,23 64:8,9,17,18 67:4,5,9,10,14,15, 17,18,20,21 68:3, 4,7,8,12,13,18,20, 21,24,25 69:4,5,8, 9,13,20,23,24 70:6,7,11,15,16 71:4,20,21 72:15, 20,22 73:19 74:2, 11,16,17,22,23 76:7,8,12,17,18,25 78:17,22 81:11,12, 18 82:2,21,22 83:17,24 85:10,11 86:17,18 87:10,11, 21 88:9,19,20,25 89:15,16,18,19 90:1,2,3,4,11,12 91:9,10,13,14 92:3,4,15,16 93:5, 9,10,13,14 95:12, 13,15,16,20,21 96:10,11,14,18,19 99:14 100:15,22 101:9,12,24 102:3, 11,14 103:17 104:2,5,11 105:21, 22 106:5,6 107:9, 24 109:10,11 114:2 117:5,13,14 118:5

corrections 5:16

correspondence 57:8 94:24

cost 113:20 114:4

council 4:12 8:17 11:8 27:8 28:12 30:14, 22 54:20 59:11 71:14 86:9 88:22 95:19 97:15 106:9, 14 108:5 110:20 112:8 114:5 115:21 116:18,22 117:6

County 13:8,22 14:4,17

couple 23:11 35:24 39:1 96:8

courses 15:7,13

Court 4:22

courts 31:11

covenants 109:21 110:19

created 40:5

Cup 5:4 7:2 16:8,9,11, 20,23

cups 16:22

current 11:2 74:1

customers 20:22

D

Dan 48:7

date 32:10 38:19,22 40:2 92:7 99:8 101:10

daughter 13:15

daughter-in-law 13:10,19

David 61:11 75:14

day 11:21 32:17 90:25 116:4

day-to-day 11:25

days 45:18

dealings 25:15,22 26:25 34:14 76:19

dealt 99:17

Dean 27:17 49:11 95:24

death 4:20

Debt 95:23

December 66:14,19

decision 37:9 54:18 72:7

decision-making 50:12

deck 21:14

Decker 17:13,20

deed 8:10,13,14 9:14,21 10:1 26:21 28:24 29:1 40:1 41:10, 11,16,19 42:2,6 54:25 55:16 82:16 96:20 100:9,11,18, 20,25 101:1,7,8, 11,23 108:2,12,20 109:8,10 110:18

deeded 30:18

deeds 41:25

default 77:5

defendant 27:9 97:6

defendants 4:8

defined 9:2

definition 8:11 9:1,25 41:11, 20

degree 15:3,9

Delaware 17:7

deny 82:13

deployment 18:16

deposition 4:1,24 5:7,13 6:16, 18 7:4,23 8:1,4 11:7,21 13:2 118:25

depositions 27:23

Derek 27:17 49:11 95:24

designated 45:20,23

Destroying 84:17

DHEC 76:20 77:3

died 40:16,17

directive 72:11 77:1

directors 85:5 92:23 93:9

disable 82:7

disabling 83:23

disclose
38:17

discover
9:10

discuss
5:16 11:7 68:16 76:11 79:17

discussed
11:10 26:7 38:9 49:16 78:12,15 80:11,18,20 96:21

discusses
51:19

discussing
26:14 80:8 83:11

discussion
44:6 58:4 64:1 75:4,25 82:21 89:8 90:16 91:3 106:8, 17

discussions
11:18 38:5 51:14 53:8 61:11 62:16 76:5,16 80:6 81:10 82:18,19 90:13,19 91:8,12 95:18 96:9,13,16,17 111:15

Disposable
16:22

disputes
83:24 105:8

dock
4:10 11:19 21:10, 13,16 25:25 26:9 30:5,11 31:6 33:18 36:12,13 40:11,13 41:24 43:11 46:6, 20 51:16 66:23 76:10 82:23 88:1 91:3,4 95:23,25 96:4 98:4,14,16 99:13,24 107:25 108:4 109:19 110:10,16 111:7 113:18 116:6,14 117:1,3 118:20

dockominium
4:14,15 10:1,12 20:24 22:6 29:14, 18 31:13 41:15 44:17 56:14 63:25 100:8 102:17

dockominiums
9:21 32:19,22 40:4 59:6 109:24 110:20

docks
9:12 30:7 61:3 80:10 83:11 90:15, 24 110:8

document
8:1 29:3 42:10,11 49:7,23 55:18,21, 23 56:6,15,18,20, 23 83:10 86:12 87:8,15 88:15,19 89:3 91:24 94:15, 17 96:7,20 108:11 115:18,23

documents
8:9 56:13 83:18 101:4 115:11,15

Dodson
66:18

dollars
51:21 86:3

Dolph
25:16 26:7 84:16 87:25 89:9 90:25

Donato
88:13

doubt
27:19 28:22 29:10 36:22 38:2 47:1 49:20 56:24

downsize
12:22

draft
89:8 92:10,12,24 93:7,25

drafted
56:6 94:3

drafts
94:6

drinks
45:9

drive
8:20

drivers
5:5

drug
6:13

drugs
6:8

dual
71:17,19

due
4:11 117:15

dues
111:14,15,17 118:14,18

Duggan
47:13 95:8 96:10, 16

duly
4:4

E

E-1
98:12

E-3
101:18,19 102:7

earlier
41:9 42:24 48:25 58:20 75:5 80:20 95:7 97:4 111:14 114:23 115:19

early
46:7

easement
58:11 59:5,9,10, 15,19 80:7,9,10, 16,18,20

easements
60:8 117:11

easy
31:21 32:7 36:24

eat
33:14

Ed
40:8 66:23 71:19, 23 75:24 76:5 77:4

education
15:5

efficiency
107:3

egress
105:9

election
23:2,4

elections
23:6

electricity
116:24 117:10

element
77:16 78:4

elements
9:1,3,25 30:18 41:12,20 83:24

elevation
95:5

email
23:18,20,24 24:1, 3,4 51:1,23 54:15 57:11,24 58:8 64:20 66:5 69:17, 23 70:12,21 72:3 73:16,23 74:15,21 75:13,15,17 76:23 77:8,9 80:19 81:2, 8,11 82:1 84:15,25 93:19

emails
24:21 39:17 51:3 52:19 53:18 54:6, 25 58:10 61:18 63:16,22 69:2 71:17,23 72:6,9,17 73:18,21 74:6,13 81:21 82:6 83:23 84:2 87:5,16 94:19

Emerald
29:22

employee
71:13,15 72:22,23, 25

employees
20:4

end
88:1 94:20

ends
52:14

enforceable
56:20

enjoy
12:23

entertain
79:5,6

entities
47:8

entitled
118:14,18

entity
106:3 117:9

erroneously
111:25

estate
35:8 86:1 98:22 99:5 100:7 103:10

event
11:11 112:7

eventually
96:4

exact
37:2 39:2 101:15

EXAMINATION
4:5 97:1 117:25 118:8

exchange
77:8

EXH
4:1 98:22

exhibit
7:24 27:21 28:19, 25 48:24 49:6,11, 15,16,18 50:2,25 51:19 52:13 53:11, 16 54:9,11,23,24 55:14 56:15 57:1, 8,19,24 58:10,17 60:24 61:7,9,15, 23,25 62:1,11,23 63:7,11,13,15 64:5,8,10,13,19, 22,24 65:2,4,8,10, 14,17,20 66:2,8,22 67:3,6,19 68:6,9, 11,15,22 69:1 70:8,10,12,15,17, 19 71:16,22 72:2 73:6,15 74:4,5,12 75:13,19 76:4,9, 13,15 77:7 80:5,22 81:13,20 82:12,20, 23 83:22 84:4,22 85:4,25 86:14,17, 19 87:5,12,23 88:11,12 89:7,15 90:5 91:15 92:5 93:8,11 94:9,17, 19,22 95:11,14,22 96:7 99:1 100:21 101:14 108:4 115:19

exhibits
27:25 28:18 39:16 48:21 67:11,13,17 68:14,20 69:8,13 82:4 85:2 89:20 96:15

expense
90:20 117:19

experience
77:6

expertise
20:15

Explain
26:5

explicit
82:13

extent
48:5

F

fact
9:15 114:4

failed
105:10
fair
26:13 29:13 95:23 98:15 107:6 113:7
fairly
32:7
fall
86:2,9
falls
116:13
familiarize
10:9
familiarizing
56:12
family
13:7,21 78:14
Farmer
25:16 26:3,8 43:4, 14 57:12 61:2 62:3,7,17,20 64:2 68:23 72:3 77:8,10 78:6,25 81:21 84:15,19 86:8 89:9 90:25 97:5,10,13 109:20 111:17 112:4 113:6,15 117:16 118:13
Farmer's
47:8 57:20 67:8,23 79:9 116:11
Farmers
106:24
fee
105:1
feel
37:19
fees
111:25
feet
98:7
fellow
39:9 40:8,16 41:3 48:12 54:1
fiduciary
113:25
figure
108:25
file
37:9 97:15
filed
27:17 28:11 38:13 46:20,25 75:15 92:3,9 97:21 100:12,14
filing
38:12 108:1,19 109:7,9
final
84:10
finances
45:25 46:1,2
find
10:24 78:21 115:10
fine
21:24 29:25 46:22
fining
68:23
finished
96:23
firm
21:19,23
Fish
35:7
fishing
11:19 110:9
fleet
5:4
fob
82:8
fobs
83:23
folks
31:17 32:8 42:15 107:13 109:18,21, 23
Folly
12:10,21 21:4
foreclosure
27:1,5,13 28:3,5, 16,21 29:9,12 30:23,24 49:1,4, 17,19,24 50:13,14 94:24
forgot
34:17 50:17
Form
111:19
forward
4:19 37:7 38:12 51:12 118:17
forwarded
39:17 101:4
found
21:2 66:8
free
62:15 112:19
freight
19:18 20:15
friends
33:12,15
front
27:21 48:22 50:25 84:11,18,20 88:21
fuel
4:10 9:12 25:24 26:9 30:5,7,11 46:6,20 51:16 61:2 83:10 88:1 90:15, 24 95:23,25 96:4
full
12:15 18:21 35:25 115:18
full-time
105:6

G

gaining
114:24
game
88:1
gate
81:6,25 105:15 107:17,23
gated
107:19
gates
84:23 105:4,9
Geiger
40:9,25 51:6,15,20 66:24 71:6,14,15 75:20,22 76:16 77:2 89:21
Geiger's
68:11
general
64:1 82:18,19 105:15
generally
94:5
gentleman
25:16
get-togethers
34:6
give
5:22 20:16 32:8 52:7 66:19 70:9 72:5,8,20 81:1 84:1 85:1 86:11,16 87:1,7,20
giving
67:16 72:17 111:6
gmail
24:21
good
4:7 82:7 90:21
governing
83:18
graduate
14:10,25 15:7,11
graduating
14:21 15:5
graduation
16:5
great
4:19 35:18
grounds
9:13
group
24:9,11,19 25:1,13 27:1 29:21 38:6 106:9
Gs
5:15
guess
36:19 48:3 71:19
guessing
49:7 95:9
guests
116:14
guide
98:7 110:13,14
guy
19:8 23:15 107:21
guys
106:11,15 109:5

H

Hagy
4:2,3,7 14:1 22:5 23:18 26:7 37:4 48:22 54:13 93:7
half
6:3 17:11 18:14
Hamlin
4:7 97:5
Hampstead
17:15
handling
12:3
handwriting
86:22 91:20
handwritten
81:13 86:20
happen
50:14 78:16 114:3
happy
71:2
hard
8:19
hard-pressed
37:2
head
5:19
heard
21:1 22:19 42:21 55:6
hearing
84:6
Heatley
39:7,17 51:1 61:12 69:3
held
85:12,14
hesitate
97:19
hesitating
26:10 75:7
hey
21:6 32:6 77:2 113:18
high
14:10,13,22
hire
70:1 71:23 76:1
hired
38:11
hiring
75:20
history
13:5 106:22 107:2
HOA
31:7,8 33:4 34:5,7, 9 53:8 58:23 59:1, 5,11,20,23 80:9 103:16,19,20,23 104:1,4,10,13,17 105:1,18 106:2,10
holler
4:20
home
12:8 34:25 77:10, 18,23 78:21
homeless
78:14
homeowners
62:12 74:13

hot
113:6

hours
115:2,8,16,25

house
19:24 44:21

houseboat
109:20

houses
33:14

Hull
50:21,23 51:2 52:22,25 88:23

hundred
86:3

I

idea
35:9 82:7 87:14

identification
4:2 98:24

identified
77:21 101:22 102:18 105:2

identify
51:9 99:1

imagination
4:21

imagine
32:12

impression
39:22

improper
97:18

improve
112:5

improvements
112:11,24 113:3,5, 12,21

inappropriately
22:7

include
60:14,19

included
57:8 59:24 70:23 71:17 72:2 75:14 80:23 83:22

including
76:23

incorporated
25:3

individual
114:11

individually
97:6

influence
6:8

information
27:4,7 28:3 29:24 30:3,21 38:21 43:23 49:19 50:3,5 51:22 52:10,18 53:12,17 54:14 57:11,15,21 62:6 63:8,13,20 64:7,21 65:1,6,16,21 66:4, 7 67:13,22 69:1,7, 22 70:9,18 73:7 81:5 82:1 84:9 87:1 88:3,8,18 89:13 92:18 94:18 95:10 105:23

informed
29:6,21

ingress
105:8

initiate
37:8

injunction
81:7 84:6 97:21,24

inside
34:5 112:14

inspections
113:21

institutional
39:19

insurance
114:7

Integrated
17:24

intent
35:1 106:14

interest
60:10,18,21 103:25 104:10,22

interested
105:14

interior
112:24 113:9

interiors
112:25

internal
75:24

interviewed
41:3

invest
35:17

investment
35:9,18

involved
5:5 11:23,24 16:13 25:6 30:23 33:3 40:24 41:5 47:5,16 53:7 54:17 55:10 58:7 60:6 61:1,10, 17 62:3,25 66:17 70:1,2 72:7 75:21 81:9,23 86:4,7 95:17 96:9 104:3

involving
47:13 81:6,24 82:4

ipad
8:23

Irvine
10:18,19

issue
59:9,10 73:25 98:2

issues
81:6,24,25 114:24 116:10

item
89:7

items
113:10

J

Jankovich
32:24 33:12,22,23, 24 34:2

January
67:20,24

Jeff
39:7 51:1

Jeffrey
61:12

jerk
84:11,17

Jersey
17:7

job
5:7 13:1 17:25

Join
78:8 102:13

joined
55:22

joint
61:13 64:11,13

judge
29:1,7,16 77:16 78:4 84:7,12,18,20 97:23

July
10:20 76:20 80:4, 19 88:13 94:23 99:11

jumps
82:20

June
57:22 75:23 92:9, 22 93:2

K

K-u-f-n-e-r
13:12

Kansas
25:4

Kay
13:12

Kevin
97:3

kick
77:17,22

kicking
78:5

kind
10:7 21:12 44:18 55:5 73:12 74:4 82:17 114:10

knew
33:21 34:11 39:18 49:1

knowledge
26:25 32:4 40:15 48:5 53:21 71:5 94:12 111:4,7,12

Kufner
13:12

L

labeled
52:2

lack
12:2 60:10 73:12 92:6 106:9

lady
5:14 6:4

land-side
33:4 34:9,18 35:6 59:1,5,10,20,23 80:9

landward
58:23

language
58:4

larger
31:8,10 38:5 53:8 58:23

late
40:7

Laurie
50:23,24 51:2 88:23

law
21:19 42:7 62:7, 14,18,21

lawsuit
4:9 7:12 27:13 30:4 37:10,16 59:24 60:3,11,14, 20 77:16 80:14 92:3 113:22 114:4, 17 118:13

lawyer
47:17 55:4,7 77:25 78:1

learned
30:4 56:8

leaving
19:4

led
58:8 86:5 97:14

ledger
96:1

left
16:17,25 18:8,19, 20 22:15

legal
42:11 46:9 56:13 77:20

lengthy
87:12 88:11

letter
49:11,13 89:8,18 92:5,8,10,21,24 93:1,15 95:22

letters
54:5 75:16

liability
114:10

liable
116:15

lids
16:22

lien
46:20

liens
46:25

lifestyle
12:23

Likewise
112:3

limit
114:15

lines
17:1 20:12 95:9

list
31:20 32:2,7,10,16 37:3 52:8 74:7,10, 13,19 75:8 98:13

listed
48:24 74:15,21 75:15 92:14 93:19

literally
27:25

litigation
11:23 12:3 37:6,23 38:9,19,23 47:14, 18,22 104:10

live
12:16 16:1,3,4 31:10 34:7 35:11, 19 36:3 44:11 78:21 106:24

liveaboards
109:18,22

lived
12:14,19

lives
25:4 54:1

living
34:21 35:4 77:17

LLC
4:10 19:16,17,18, 19,21 20:2,4 25:24,25 26:8,9 30:5,6,10,11 46:5, 6,20,21 88:22 95:23 99:14

LLCS
25:23 26:4 79:9 84:14 95:19

local
110:11

locations
20:19

locked
97:20

locks
84:23

Logistics
17:24

long
11:11,21 12:14 15:15 16:10 17:9, 18 18:3,13,19 19:11 23:20 32:14 36:3,7 39:12,20 98:9 110:4

longer
39:23 108:15

longest
39:20

looked
7:24 8:10,11,22 82:15 84:11,20 110:22 115:19

loop
70:19

loses
78:20

lot
39:16

lots
39:17

lounge
79:6

love
22:24

low
38:24

M

M-a-s-c-o
18:9

made
46:13 51:16,20 52:11 71:24 112:4, 11

maintain
116:20

Maintenance
115:3

make
5:15 16:20 37:9 83:14 84:17 91:23 112:12 113:20 114:7 115:13

makes
24:15 44:18

making
54:18 61:1 72:8 97:9

man
48:1,10

manage
24:24 105:2,4

management
12:25 17:17 18:1 24:8,10,13,17,19 25:1,10,13,14 31:24,25 50:3 72:25 103:10 109:3

manager
5:3 7:15 16:18 17:5 32:4 72:24 73:3

manual
68:12 115:4,25

manufacturer
20:18

march
4:21 100:12,14 108:2,11,16

marina
4:9,12 10:1 25:24 26:8 27:8 30:10 55:17 59:11,16,18, 21 62:15 88:22 95:19 116:17,18, 22 117:2,6

marina's
73:2

Mariners
4:9,10,12 10:1,13 11:8 21:7 25:24 26:8,21 27:8 28:12 30:5,10,22 31:3,5, 12 34:4,5 36:18 37:6,22 40:11 44:10,18 46:2,5, 19,21 48:4,13 49:2 50:12 53:8 54:2,20 55:17 59:11,17 62:4 68:11 71:14 74:22 75:2,6 86:8 88:2,22 94:7 95:19,22,25 96:4 97:15 103:24,25 104:9 105:1,18 106:2,10 110:20

mark
10:18 98:21

marked
4:2 27:23 49:13 98:23 101:13

marketed
99:20,21

marketing
99:22

marriage
13:9

married
13:13 15:16,21

Marsh
12:9 34:4,18 44:14,15,19,24 45:13 102:23 103:20 104:4,7,13, 17

Maryland
5:10 12:17 14:7, 19,23 15:1,6 16:6, 9,11 17:2,6,7,15

Masco
18:8,11,13

master
8:10,13,14 9:14,21 10:1 26:21 40:1, 11,13 41:10,11,16, 19,25 42:2,6 55:16 66:23 76:10 82:16, 23 96:20 100:9,11, 18,19,25 101:1,7, 8,11,23 108:2,12, 20 109:8,10 110:10,16,18

Master's
29:1

materials
99:23

matter
68:17 92:9,19

matters
7:4 52:19 53:13,18 58:8,16 61:6,22 63:21 64:7,16,20 65:17 69:22 81:2 83:2,6

Mayer
52:20 53:22

MC
49:13,15 51:10,11, 25 52:1,13,14 53:11 54:9,11,12, 24 55:15 56:4 57:9,19 58:17 60:24 61:9,23 62:1,23 63:10,11, 15 64:5,10,19,25 65:5,11,13,17 66:2,8 67:6 72:3 74:24 80:5 86:25 87:12,23 88:5,9 93:18 94:20,22

Mcguire
11:14 27:23 48:24 61:11 62:10,17 69:3 84:16

meaning
30:13

means
4:16

medications
6:8

meet
85:20

meeting
23:5,10 38:8,14,18 57:16 65:21,22,25 67:7 85:5,16,17 90:6,8,16 91:1,16 92:2

meetings
26:11,12,15,16 47:11,16 68:16 85:12,14,23 95:8

member
11:3 20:1 34:1 39:10,20 62:13 68:1 97:13 101:5,6 104:6 106:14 118:4

members
22:23 26:3,9 31:18 32:18,21 33:11,22, 25 39:23 52:20 53:20 91:4 111:8 113:25

membership
38:17 55:11,24 56:2 94:6

memory
38:22 39:19

mentioned
26:4 42:24

met
10:24 48:1 97:3

met all
33:17

Michael
29:1 51:1

Michigan
12:19 16:4 18:10 19:10 34:21

middle
84:15

Mike
50:23

Millard
66:18

Mims
97:2,3 98:21,25 117:21 118:12

mind
9:6 45:22

Minimal
12:1

minimum
103:12,15

minute
13:6 28:2

minutes
39:5 44:22 45:3 90:5,14,23

minutes'
44:21

MK
62:12

modifications
58:11

money
38:18 79:8 95:25 112:7 113:20 114:6 117:15

Montgomery
118:9,11,22

month
92:2 103:6,12

monthly
103:11 105:1

months
23:11 29:17 103:14

mooring
101:16

morning
4:7 80:20 97:4

move
17:3

moved
18:21 35:21,22,23, 25

moving
49:10 80:5

Mullin
74:15

multiple
103:13

mutually
35:20

N

named
25:16 27:16 40:8 47:17 97:6

names
32:8,20 36:25

nature
5:20 7:3 8:18,23 13:3 22:8,25 23:16 24:22 30:25 34:15 36:14 37:8 45:10 76:2,7 77:3 110:9

Nauheim
61:11 69:2 75:14 82:20

necessarily
83:6 112:15

needed
43:13,17 51:20

negotiate
20:20

negotiating
20:15 64:2

negotiation
106:7

negotiations
40:24 41:5 47:6,13 54:18 55:10 61:18 62:3 63:1 67:8 70:2 75:22 86:5,8 91:12

neighborhood
107:19

neighbors
34:12 47:24 48:5

Nekola
48:7

Nelson
4:2,3 53:22

Nelson@cmg.ms.com.
24:7

newer
21:16,17

newspaper
73:8

Nhagy55@gmail.com.
23:19

nice
5:14

nicer
35:11

Nicholson
84:7

night
109:25

nod
5:19

non-board
32:21

North
16:25 17:9,12

note
85:4,6

notes
81:14 86:20 87:1, 14,16 91:16,18,23 94:11

notice
4:1 7:25 92:8 95:24

November
57:24 58:10 59:1 60:25 61:18 62:2 63:1,16 94:19

number
21:8 22:4 31:16 37:2 38:24 39:2 51:10 75:3 98:4 99:12 102:24 109:16

numbers
72:17 79:14 87:2 109:14

numerous
105:10

O

O'kelley
4:6,8 48:17,19 51:11,13 96:22

oath
6:19 7:17

objecting
30:24

objection
77:24 78:7 100:13, 16 102:4,12 111:18

objections
23:8,9

objects
77:25

obligations
114:1

obnoxious
5:24

obtain
106:11,15

obtained
49:25

occur
103:9

occurred
23:10

OCRM
51:6

October
85:5,23

odd
108:14

off-the-record
106:8

offer
54:8 58:15 61:5, 13,21 63:4,21 64:11,12,13,21 65:2,6 67:7,13 68:5 69:7 70:14 92:18 94:18 95:1, 10

offered
65:24

offers
61:1 63:1 95:18

Office
12:11

official
5:6

onboard
66:10

one-man
20:6

online
8:11,16

onset
112:1

oops
74:5

open
45:5 115:4 116:3,4

opening
105:15 107:16

operation
45:14 49:2

operational
45:1 107:10

operations
115:3,25

opinion
62:17 116:16

opinions
118:3

opposed
38:1

Ops
68:11

Orangeburg
25:4

order
28:15 59:17 84:10 114:10

original
8:13,15 39:24 40:2 108:17,18,22 109:16

other's
33:13

outcome
60:11

outlined
55:1

owed
95:25

owing
117:16

owne
32:19

owned
12:22 21:1 33:21, 24 108:1,5,9,15 111:21

owner
33:9 48:4,12 56:13 74:14 85:10,22 91:12 99:17,19 116:7,14

owners
31:2,21 36:17 37:5,13,15 46:9 64:1 72:4,6 73:17, 19,22 74:2,10,22 75:1,5,8 85:7 91:3, 4 102:17 107:25 108:4,15,17,18,22 109:17 111:8 112:11 113:18 114:11 116:22 117:1,3 118:17

owners'
83:23

ownership
4:13 33:18 38:6 40:18 45:12 49:3 55:11 83:10 105:7 117:17 118:15

owns
43:4 111:20,23 112:8

P

p.m.

118:25
pages
108:3
paid
29:22 96:4 102:7 112:5 117:9 118:15,19
painted
112:14
painting
112:6,12
Pamela
13:25 15:15
paperwork
40:6
paragraph
83:14
Pardon
19:20 22:2
Park
14:24
parking
61:16
part
28:25 50:13 51:3 101:13
participate
50:11
party
7:11
passed
55:24 56:2
past
33:7 46:25
patio
67:24 68:3
Patrick
89:9
Paul
47:17
pay
10:21 35:3,10 44:7 105:1 113:13,19 116:23
payment
76:1,6
payments
46:5 71:24
pays
43:20 44:2
peninsula
44:20
people
24:20 31:10 32:19 33:17 42:22 59:16 74:18 75:10 85:6
performed
79:10
period
36:11 103:4,13,15 111:1
permit
51:6
person
15:20 25:6 32:25 79:17 94:5 99:16
personal
24:3 33:12 93:19 105:13
personally
24:2 25:17 31:18 43:15 47:24 97:10, 16
persons
99:16 109:12
phone
33:14 81:25
piece
100:2,3
pipe
20:18
place
9:18 10:8 28:21 34:25 35:10,11 43:14 50:18 59:9, 10 112:5
places
97:20
plaintiffs
117:3
plans
37:15 60:13,19
platform
24:20
plays
80:15
point
35:21 52:23 73:18 112:23 115:12
policy
72:16,18
poll
37:11,13,15
polls
37:5
pools
105:3
poorly
83:21
Portfolio
29:22
position
11:2 15:14 16:16 19:5 22:20 46:8 59:3 97:12 109:6
positions
75:12
possibilities
78:18
possibly
75:1
Post
12:11
potential
51:15 54:25 57:12 91:5
potentially
69:18
power
43:21 44:7
Practices
95:24
preference
104:18
preparation
9:23
prepare
8:3 9:5 79:20
present
47:11
president
33:6,8 45:22,25 46:15 52:23 53:2 58:25 72:14 103:19,23 105:14 106:2
president's
93:11
pretty
31:21 104:25
prevail
113:22 114:4,17
prevails
118:13
previous
118:16
previously
101:13
price
21:25 86:2 90:22
principal
25:4
print
32:16
printed
74:25
prior
11:9 12:16 22:13 27:1,23 33:2 40:18 41:12 43:10 47:13, 18,21 49:2 52:5 66:25 91:5 99:17 100:23 101:6 107:1,3 108:1,5, 16,19 109:9 113:21 116:11
privacy
73:5
private
5:4 99:19
privately
107:19
privilege
7:9
privy
38:5 91:8,11
problem
42:17
problems
22:5 42:21
process
21:9 49:24 50:12
product
20:22
program
36:7
prohibit
6:9
properly
42:7
properties
29:8 30:15,17 47:21 49:25 99:13
property
21:3 24:13,17 25:9,12,14 26:24 28:21 29:13,23 30:11 32:3 47:7 50:4 59:17 72:24 73:2 74:20 84:17 100:20 104:20 105:2,6,12,19 106:15,23 107:8 113:4
proposals
66:14
proposed
55:15 58:4 64:11, 13
prorated
117:19
provide
20:8 24:23 30:21 74:2 89:14
provided
38:10 82:24
providing
92:8
provisions
41:15
public
105:15 107:17
pump
43:13
purchase
43:10 47:7 86:2 91:1,5,13 99:8 100:6,20,23,24 102:2
purchased
20:24 45:6 90:25 99:6 101:15 102:17
purchasing
61:2 100:2
purely
81:17
purposes
104:20,21 107:20
pursuant
28:21 41:15 113:25
pursuing
55:10
put
88:2 90:13 113:6
PVC
20:18

Q

quarterly
32:11 46:6
question
6:4,7,20,21 25:21 26:18 30:8,9 54:13,23 58:12 62:24 63:7 64:24 76:9 78:2 79:2,3 80:17 83:16 95:14

96:15 102:5 108:6 111:6 114:20 118:10,23

questions 4:11 6:20 7:22 31:9 52:14 53:16 61:15,25 65:4,10, 13,20 67:11 68:9 69:6,10 70:17 76:4 82:3 86:14 87:24 88:9 96:24 97:7 118:7

quick 96:22

quote 62:18

quoting 62:11

R

R-o-u-c-k 70:2

R-y-d-e-r 17:21

racquet 31:8

Randy 71:7,9,11,20,23 75:20,22,24 76:1, 5,16 110:11 111:8

rates 20:15,20

Raymond 74:15

reach 37:2

reached 22:21

read 5:12 9:22,24 66:25 80:15 82:25 83:3

ready 8:7

real 35:8 84:11,17 86:1 98:22 99:5 100:7 103:10

reason 6:15 27:19 28:22 29:10 36:21 38:1 39:15 46:25 49:20 56:24 62:10 80:13 113:2

reasons 32:12

recall 10:3,15,23 21:18 22:15 32:20 43:7 70:21 73:4 77:9 89:22 90:13,15 93:1,15 94:14

receive 99:22 100:24

received 100:6

receiving 89:22 93:15

recently 9:23

recess 48:18 96:25

recipients 80:24

recognize 86:22 91:20

recognized 25:20

record 28:19 48:20

recorded 40:2 56:19,23

Recorder's 98:23

recording 42:8 108:10

records 38:25 74:1

redundancy 74:5

reestablish 84:23

reference 83:14

referenced 69:14,15 115:24

referring 31:12 75:17 79:4 104:11

refund 111:24

refunded 111:17 112:7

refunding 46:11 111:15

refunds 46:12

regime 111:25

regional 17:4 19:8

Regretfully 70:25

regulations 77:5

reimburse 112:16 113:3

reimbursement 114:6 118:14,18

reinvent 27:25

relate 83:6

related 13:8 99:23

relates 83:1

relationship 8:25 48:8

remember 16:17 26:14 39:2 40:1,4,17 45:4,6 63:24

render 78:13

rent 34:25 35:3,10,19 36:14 103:8

rental 35:24 36:6,10,11 103:6,12 113:4

rentals 103:11 107:3

rented 35:2 44:11

renters 103:13

renting 103:5

repair 52:5

repairs 51:15,19 52:11 112:13 114:7

repay 79:9

rephrase 41:22

replace 22:15

replaced 22:18

report 66:23 93:11 96:1

reported 39:3

reports 89:20,22,23

represent 4:9 7:25 21:22 24:12 25:23 29:7 38:11 41:2 46:24 49:18 55:14 56:22 57:7 66:13,23 68:15 74:12 80:23 82:6,25 88:12 91:22 97:4 100:1

represented 115:21

representing 27:18

request 57:15

required 76:20 114:9

requirements 51:6

research 27:12

resend 74:9

reserve 66:8,11,14,18,19

residence 79:5

resident 105:6

residential 104:21 106:20,23

resources 71:18,19 78:25

response 5:18,25

responsibility 37:20 116:20,23

restated 55:16 100:11,19, 25 101:8,11,23 108:2,12,19 109:8, 9

restaurant 45:13 107:7

restrictions 110:19

restroom 115:2,8

restrooms 42:13,18,21 43:21 114:22 115:13

result 29:9 77:19,22 78:3,10,19,20 79:3 118:3

results 78:24

review 8:25 9:24 10:5 41:10,11

reviewed 9:15,20 28:8,13,15 52:4 59:19 101:7

Rick 55:1,2

rights 4:18

river 27:2 28:6 73:12

Roark 70:1

Roger 33:1,24 34:3 57:25 58:21 61:11 103:18 105:14,17 107:16

roles 45:23

Roley 74:15

roll 107:21

Ron 11:13,14

room 25:17

Rorck 41:3

Rouck 70:1

roughly 98:18

ruled 97:23

rules 5:11

run 19:24 110:8

running 27:24 45:21

runs 110:15 111:8

Ryder
17:21,22,23,24 18:3,4,8,11,16,18, 20 19:4

S

sale
21:2 28:20 29:16 50:4,6

sales
17:4 19:5,8 21:25

Salesperson
17:5

sandwich
105:11

sat
23:2

saved
8:19

Scarborough
29:2,7,17

schedule
101:22

school
14:10,13,20,22 15:12

secretary
11:4

section
9:2,4 54:12 115:4, 24

security
81:6 105:3

sediment
76:20

seek
81:7

sell
29:8 43:5 86:1

seller
10:23

selling
45:9

semi-circle
44:19

semi-retired
12:23,24

send
32:11 72:4 74:6 89:18

sender
57:25

sending
93:5

sense
24:15 115:13

Sentry
31:25 32:15 46:16, 17 50:3 72:25 109:3

separate
103:20 104:13,15

separately
101:21

September
29:2,17 53:18 85:23 86:16

series
81:13,21

serve
93:23

served
39:21

service
4:11 24:20 103:9

services
16:18 20:9 82:24

serving
69:19

Sessoms
51:9 78:8 102:13 111:19 118:1,2,7

set
19:16 67:7 85:18 100:21 115:3

setting
65:21 68:16

sewage
44:1

shack
88:2

shake
5:19

sharing
60:7

ship
9:11 20:21 42:14, 25 43:2,7,21 44:3, 25 45:7,14 51:16 52:4 55:11 57:12 61:2 77:21 79:7 83:15 90:15,21,24 91:6 100:3 104:19 106:4,23 112:9 116:1,3,8 117:12 118:19

shippers
20:14

shop
20:6

shops
105:11

short
48:18 96:25

short-term
103:6

show
28:4,25

shown
89:3

side
44:20

sign
5:12

signature
92:7

signed
29:1 70:24

signers
92:6

similar
52:14

similarly
118:16

simple
23:1

sir
4:16 12:8 14:6,15 16:2,7 26:6 31:5 51:23 81:14 82:10 83:3 86:12,20 87:3,8 91:16 92:10,24 118:6

sit
80:14

sitting
25:16

slip
4:17 21:7,10,13,16 33:9,18,21,25 34:3 36:12,13 40:14 43:11 54:2 73:17, 19,22 99:6 116:22

slips
31:4,13 32:8 42:15 63:25 64:3 75:8 98:11 116:13

small
20:14 35:10 54:12

snacks
45:9

solicit
24:25

son's
67:23

sons
15:25

sort
6:2 13:4 24:20 39:18 41:4 58:3 60:9

South
4:22 5:9 14:13,21 18:21 19:19,21 24:21 25:5 28:5 42:8 80:1

Southern
17:7

space
78:6

special
113:20 114:14,18

specific
107:15 113:23 115:12

speculate
88:7

speculative
88:6

spells
5:14

spend
109:22

spent
38:18,22

spot
62:13,15

spots
61:16

spouse
15:18

stack
27:22

stand
113:2

stands
24:10

start
98:12

started
16:8 21:9

state
5:10 12:17 19:23

statement
29:10 47:1 56:24 77:12

states
20:19 62:11

Statute
80:2

statutes
42:8

stay
78:11 109:25

steering
12:3

stepdaughter
13:16 14:3 15:24 35:2 36:3 44:11 103:5

Stingray
21:14

stints
18:4

stood
23:13

stop
110:25 111:11

store
9:11 42:14,25 43:2,3,7,21 44:3, 25 45:7,15 51:16 52:4 55:11 57:13 61:2 77:21 79:7 83:15 90:15,21,24 91:6 100:3 104:19 106:4,23 112:9 116:1,3,8 117:12 118:19

straight
28:19

straws
16:22

stretch
4:21

Stringer
55:1,2,6 89:9,17 115:20

studies
66:8,14

study
66:11,19 80:16

studying
15:11

stuff
27:22

subclass
109:12

subclasses
109:15

subsequent
108:10

subservient
104:25

successful
77:14,15

suggest
44:23 80:15

suggested
66:11

suggestions
52:5

suit
38:12,13 75:14
97:16

Sunset
73:9,11

supplemental
15:13

supportive
37:23

supposed
35:2 115:4

Supreme
4:22

surveys
37:5 95:5

Sutton
50:23 51:1

Sweetheart
5:4 16:8,10,20,23

sworn
4:4

T

talk
7:1,3 33:14 85:21
104:9

talked
26:10,12

talking
6:2 13:21 31:6
43:3 46:10 75:2,20
84:13 88:4 117:3

tat
112:17

taxes
114:6 118:15,19

Taylor
18:10

telling
111:2

ten
16:12 23:22 44:11

tennis
31:11

term
4:15 12:3 60:10
73:13 92:6 106:10

test
76:20 77:2

testified
4:4 41:9 48:25
58:20 95:7 102:6
107:2

testify
7:17 64:16

testimony
5:13 6:10 7:15
22:14 28:2 33:3
52:7 58:16 61:6,22
63:5,8,12,21 64:7,
12,21 65:1,7,24
66:4 67:3,17 68:6,
10,19,22 69:12
70:5,10,14 81:1
84:1 85:1 86:11,16
87:7,20 89:14 90:1
92:18 95:1,11,15
96:12,17 118:3

thing
28:4

things
4:22 5:17,19 13:3
36:20 43:5 45:10
49:2 76:2,7 85:20
105:4 112:5,12
113:19

thinking
34:20 55:5 62:7

thinks
38:6 62:14,18,20

thought
46:8 51:20

thousand
39:1 51:21 86:3

Tiger
27:2 28:6

time
12:15 18:5,21
23:23 28:1 29:14
34:22 35:5,8,25
38:13 40:14,21
41:21 43:18 44:6
54:18 55:9 57:4,6
58:1,13,22 62:8
63:18,24 81:10
85:18 88:24 90:11
91:2 93:6,12,22
94:23 100:10,20
101:3 102:16
103:4 108:5 110:2
111:1 117:2
118:15

times
7:16 26:16 96:8

tit
112:16

title
30:6 37:21 41:14
49:25 77:20 98:22
99:5 100:7 106:11,
16,18

today
4:11 6:10,16,25
7:4,10,14,19 8:4,7
9:5 10:14 11:9
20:25 27:14 29:9,
19,23 41:12 42:24
44:17 52:5 58:16
59:25 61:6 64:21
65:2,6,7 66:5 68:6,
10,17 69:7,12
70:5,9,10,15,18
76:11 81:2 83:2,7,
11 84:2 85:1 87:10
89:5,14 90:3 92:18
94:15,18 95:2,10,
11,15 96:12,17
102:21 118:3

today's
101:10

told
11:20 21:6 27:16
28:20 36:20 55:4
72:8,19 74:7

Tom
11:13,14 12:5,6
46:18 61:12 72:13

Tom's
91:19

top
87:24 88:4,9 94:10

total
38:25 74:25

Tour
110:13,14

traffic
107:14

trailer
67:23 68:2 69:4

transferred
30:19

transportation
12:25 16:14,18
17:17,25 20:8,20
25:7

treasurer
11:5 45:17,20

treated
6:12

trial
30:22 58:16 61:6
64:22 65:2,7 66:5
67:17 68:6,10,19
69:8,12 70:6,9,10,
15,18 81:3 84:2
85:1 87:10 89:14
90:3 92:19 94:18
95:2,10,11,15
96:12,18

trucking
5:4 7:16 13:2
16:14 17:22 19:6,
7,12 20:12,21 25:7

tub
113:6

turn
6:21

turned
35:23 90:24

two-year
36:10

type
13:1 16:19 17:25
20:14 92:15 111:6
112:12

U

U.S.
35:7

uh-huh
5:19,23

ultimate
29:16

ultimately
29:8 78:3,13

underneath
97:20

understand
6:1,6,23 7:6 10:7
31:7,14 52:3 59:8
103:22 105:20
106:18 112:23
114:23 115:2

understanding
22:13 33:2 46:7
59:14 71:25 73:11
104:16,24 106:13
115:5,8 117:8

undertake
114:10

unit
10:12,21 35:6,17,
24 36:4 99:12
101:15,20,21
102:2,3,7,9,10,23,
24 104:1 106:5
114:11

United
20:19

units
9:12 49:12 100:3
102:18 107:18
110:16 116:8
117:12 118:20

University
14:23,25 15:6,7
16:6

unqualified
26:19

unquote
62:18

update
38:10

usages
106:23

utilities
116:24 117:9

utilized
105:18

V

vacation
34:25

valid
41:19 42:2,3 56:20

Van
17:1 47:17

venue
38:16

verbal
5:24

vertical
95:4

vested
60:10,18,20
104:10

View
12:9 34:4,18
44:14,15,19 45:13
102:23 103:21

104:4,7,13,17
Villa
12:9 34:4,18 44:14,15,24 45:13
Villas
102:23
violates
110:18
violation
68:24
Virginia
17:8
virtue
33:18
Vis-a-vis
49:4
vis-à-vis
39:19
volunteered
71:1
vote
23:15 91:1 114:12
voted
55:24 56:2,16,19
VRBO
103:8

W

Wagenen
47:17
wait
6:3 80:14
walk
44:21
wanted
10:7 12:22 22:20 26:14 31:20 77:4 91:23
wanting
72:3
water
44:1,7 76:20 116:24
weather
7:1
website
8:17,18,22
weekend
7:2 109:22
weekly
34:6
Weeks
10:17,18,19 21:18, 21
whatsoever
27:5
wheel
28:1
Wichita
25:3
wife
13:22 14:3 15:22
wife's
13:15,24
Wildlife
35:8
wind
5:17
worded
83:21
words
7:8 8:21 23:13 33:13 38:4 43:17 83:9 108:4,16
work
13:5 16:6,24 76:6 79:9 81:6
worked
17:17 18:4,6 19:14
working
19:3 35:7
works
43:22 73:2
World
7:2
writes
84:16
wrong
74:7 97:14 98:5
wrote
87:17,19

Y

y'all
30:13 32:10 34:24 35:21 37:12 38:17, 22 45:20 72:8,16 73:12,21 77:17 79:8,20 80:8,10 92:3
year
9:22 10:4 14:8 17:11 18:23 34:18 36:9 57:18 75:23 76:21 80:4,19 84:7 93:2
yearly
23:6 79:12
years
5:3 10:14 12:15 15:17 16:12 17:19 18:5,14,15,17,24 19:13 20:24 22:6, 12 23:22 29:19 35:24 36:1,5 44:12 98:16,18,20 108:10
Ypsilanti
16:4

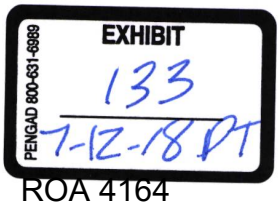
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ZIP
12:12
zoned
108:8

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Alben D. Neighbors and Dan G. Nekola, on behalf of themselves and others similarly situated, and Mariner's Cay Marina Council of Co-Owners, Inc., Plaintiffs, v. Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, George A. Farmer, and South Atlantic Bank, Defendants. Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, Third-Party Plaintiffs, v. Emerald McDonough Road Holdings, LLC, Third-Party Defendant.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-03099 **NOTICE OF DEPOSITION OF NELSON HAGY**

TO: CAPERS G. BARR, III, ESQ.
DAVID C. CLEVELAND, ESQ.
ATTORNEY FOR THE PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that at **10:00 a.m.** on **Thursday, July 12, 2018**, at Clawson and Staubes, LLC, 126 Seven Farms Drive, Suite 200, Charleston, South Carolina, the Attorneys for the Defendants, Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, George A. Farmer and South Atlantic Bank and Third Party Plaintiffs Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, will take the deposition of **Nelson Hagy**, on oral examination, pursuant to Rule 30, SCRCP, before a Notary Public, or before some



other officer authorized by law to take depositions, said deposition to continue from day to day until completed.

You are invited to attend and take such part as is fit and proper.

LUZURIAGA MIMS, LLP

By: Kevin W. Mims by GHO with permission
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Attorneys for the Defendant/Third-Party Plaintiffs Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC and South Atlantic Bank

Mount Pleasant, South Carolina
May 16, 2018

CERTIFICATE OF MAILING

I hereby certify that on May 16, 2018, I mailed, postage prepaid, to counsel of record in this matter, as follows:

Capers G. Barr, IV Barr, Unger & McIntosh, LLC 11 Broad Street Charleston, SC 29401 *Attorney for the Plaintiffs*	Andrew W. Montgomery, Esq. Rogers Townsend & Thomas PC 1221 Main Street, 14th Floor (29210) PO Box 100200 Columbia, SC 29202 *Attorneys for the Defendant Emerald McDonough Road Holdings, LLC*
David C. Cleveland, Esq. Clawson and Staubes LLC 126 Seven Farms Drive, Suite 200 Charleston, SC 29492-8144 *Attorney for the Plaintiffs*	

Amanda C. Taylor
Paralegal to G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA

ISSUED BY THE Common Pleas COURT IN THE COUNTY OF Charleston

Alben D. Neighbors and Dan Nekola, Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Mariners Cay Marina Condo, LLC et al.,,
Defendant

Case Number: 2017-CP-10-3099

Pending in Charleston County

TO: Nelson Hagy
c/o Capers G. Barr, III, Esq.
Barr Unger & McIntosh LLC
11 Broad Street
Charleston, SC 29401

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Clawson and Staubes LLC 126 Seven Farms Drive, Suite 200 Charleston, SC 29492	July 12, 2018, 10:00 AM

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE	DATE AND TIME
	, AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
	, AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on next page)

	May 16, 2018	G. Hamlin O'Kelley, III
Attorney/Issuing Officer's Signature Indicate if Attorney for Plaintiff or Defendant Attorney's Address and Telephone Number :	Date	Print Name

Attorney for Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC and South Atlantic Bank

Buist, Byars & Taylor, LLC

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :	Date	Print Name

PROOF OF SERVICE

SERVED	DATE May 16, 2018	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE Barr Unger & McIntosh LLC	☐YES ☒NO AMOUNT $
SERVED ON Capers G. Bar, IV		MANNER OF SERVICE Regular Mail
SERVED BY Amanda C. Taylor		TITLE Paralegal to G. Hamlin O'Kelley, III

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on May 16, 2018

SIGNATURE OF SERVER

652 Coleman Blvd., Suite 200, Mt. Pleasant, SC 29464
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on next page)

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

BP0500033

PGS: 4

WHEREAS, at a meeting of the Officers and Directors of CBCT Properties, LLC, duly called and held, it was unanimously resolved that the property hereinbelow described be conveyed to the Grantee(s) herein for the consideration hereinafter shown and that Christine M. Pesce, as the Memberof the LLC, be and is authorized to execute this deed of conveyance on behalf of the said LLC as its act and deed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **CBCT PROPERTIES, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **ELEVEN THOUSAND TWO HUNDRED AND NO/100 ($11,200.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **NELSON L. HAGY AND PAMELA K. HAGY** (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **NELSON L. HAGY AND PAMELA K. HAGY**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State and County aforesaid, being known as DOCK UNIT E-3 Mariner's Cay Marina Horizontal Property Regime, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Regime Act, 27-31-10, et seq., and submitted by Master Deed of Mariner's Cay Marina Horizontal Property Regime dated May 11, 2006, and recorded May 18, 2006, in Book V-583 at page 584, Register of Deeds for Charleston County, South Carolina; as shown and delineated on that certain plat entitled "Exhibit B to the Master Deed of Mariner's Cay Marina Horizontal Property Regime survey showing Ships Store, Easement and Marina Facilities Mariner's Cay Marina at Mariner's Cay, City of Folly Beach, Charleston County, South Carolina" prepared by Arcadis G&M, Inc., dated December 27, 2005, revised April 28, 2006, recorded in the Register of Deeds for Charleston County, South Carolina, as Exhibit B to the aforementioned Master Deed. Said Master Deed may thereafter be amended from time to time (hereinafter described as "Master Deed"), together with an undivided interest in the appurtenant common elements, all as described more fully in the Master Deed.

BEING a portion of the property conveyed to CBCT Properties, LLC by deed of FBSA 1, LLC dated June 4, 2015 and recorded in the RMC Office for Charleston County in Book 0485, page 54.

TMS No.: 328-00-00-530

Grantee's Address: PO Box 1943
Folly Beach SC 29439

EXHIBIT
134
7-12-18 PT
PENGAD 800-631-6989

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406

15-G130 LP - Hagy 7/15

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **NELSON L. HAGY AND** *, and their Heirs and Assigns forever.

*Patricia K. Hagy

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my hand and seal this 16th day of July in the year of our Lord, Two Thousand and Fifteen (2015) and in the Two Hundred Fortieth (240th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

CBCT Properties, LLC

BY: **Christine M. Pesce, Its member**

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Before me personally appeared CBCT Properties, LLC by Christine M. Pesce, Its Member on this the 16th day of July, 2015, and acknowledged the due execution of the foregoing instrument.

Notary Public
My Commission Expires: 6-7-2022

(SEAL)

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
July 16, 2015

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by CBCT Properties, LLC TO Nelson L. Hagy and Pamela K. Hagy on July 16, 2015.

3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $11,200.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The DEED Recording Fee is computed as follows:
   a. $11,200.00 the amount listed in Item No. 4 above
   b. $0.00 the amount listed on Item No. 5 above (no amount, please zero)
   c. $11,200.00 subtract Line 6(b) from Line 6(a) and place the result here.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 16th day of July, 2015.

Notary Public
My Commission Expires: 10-7-2022

(SEAL)

Grantor, Grantee or Legal Representative Connected with this Transaction

CBCT Properties, LLC
Print or Type Name Here

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

MAKER:
CBCT PROP LLC

RECIPIENT:
HAGY NELSON L AL

Original Book:

Original Page:

Note:

RECORDED

Date:	August 26, 2015
Time:	9:49:09 AM

Book	Page	DocType
0500	033	Deed

Charlie Lybrand, Register
Charleston County, SC

# of Pages: 4

Recording Fee	$	10.00
State Fee	$	29.90
County Fee	$	12.65
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	**$**	**52.55**

DRAWER	Drawer 5
CLERK	ANF

AUDITOR STAMP HERE
RECEIVED From RMC
AUG 27 2015
PETER J. TECKLENBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP ASTRJB
DATE AUG 28 2015
4

0500 Book

033 Page

08/26/2015 Recorded Date

4 # Pgs

Original Book

Original Page

D Doc Type

09:49:09 Recorded Time

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

ALBEN D. NEIGHBORS and DAN G. NEKOLA, ON BEHALF OF THEMSELVES AND OTHERS SIMILARLY SITUATED, AND MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.,

Plaintiffs,

vs. Case No. 2017-CP-10-03099

MARINERS CAY MARINA CONDO, LLC, MARINERS CAY FUEL DOCK, LLC, GEORGE A. FARMER, and SOUTH ATLANTIC BANK,

Defendants.

(Full Caption on Page 2)

DEPOSITION OF: EDWARD M. GEIGER, JR.

DATE: August 6, 2018

TIME: 10:03 AM

LOCATION: Clawson & Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC

TAKEN BY: Counsel for the Defendants

REPORTED BY: SANDRA K. BJERKE, RDR, CRR, CBC

A. WILLIAM ROBERTS, JR. & ASSOCIATES

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ALBEN D. NEIGHBORS and DAN G. NEKOLA, ON BEHALF OF THEMSELVES AND OTHERS SIMILARLY SITUATED, AND MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.,

Plaintiffs,

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MARINERS CAY MARINA CONDO, LLC, MARINERS CAY FUEL DOCK, LLC, GEORGE A. FARMER, and SOUTH ATLANTIC BANK,

Defendants.

MARINERS CAY MARINA CONDO, LLC and MARINERS CAY FUEL DOCK, LLC,

Third-Party Plaintiffs,

vs.

EMERALD McDONOUGH ROAD HOLDINGS, LLC,

Third-Party Defendant.

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFFS
ALBEN D. NEIGHBORS and DAN G. NEKOLA, ON BEHALF OF THEMSELVES AND OTHERS SIMILARLY SITUATED, AND MARINER'S CAY MARINA COUNSEL OF CO-OWNERS, INC.:

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BY: CAPERS G. BARR, IV
11 Broad Street, 2nd Floor
Charleston, SC 29401
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cbarr@barrungermcintosh.com

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BUIST BYARS & TAYLOR, LLC
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bsessoms@clawsonandstaubes.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANT EMERALD McDONOUGH ROAD HOLDINGS, LLC:

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Columbia, SC 29201
(803) 771-7900
andrew.montgomery@rtt-law.com

(INDEX AT REAR OF TRANSCRIPT)

(EXHIBIT 137, Amended Notice of Deposition of Ed Geiger and Jeff Heatley dated 6-21-18, marked for identification.)

EDWARD M. GEIGER, JR.

being first duly sworn, testified as follows:

EXAMINATION

BY MR. O'KELLEY:

Q. Good morning, Mr. Geiger. I'm Hamlin O'Kelley, and I am here to take your deposition in the case wherein my two clients, who are Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, have been sued by the fellows Alben Neighbors, Dan Nekola and the Mariner's Cay Marina Council of Co-Owners.

And there are certain things I have to tell you before we go forward. Have you ever had your deposition taken before, sir?

A. Long time ago.

Q. Okay. What kind of case was that; do you remember?

A. Yes. It was asbestos litigation, Florida.

Q. And what was your involvement in the asbestos litigation in Florida?

A. Oh, I was -- it was like a expert

witness, but it never -- nothing ever became of it.

Q. Okay, okay. But you've never had your deposition taken in South Carolina; correct?

A. Well, this was in South Carolina.

Q. They took --

A. They came here.

Q. They came here, but it wasn't a South Carolina case as far --

A. That's correct.

Q. Okay. So as we go forward today if you need to take a break for any reason, that's fine. During those breaks if you talk to Mr. Barr I'm allowed to ask you what you talk about.

A. Okay.

Q. You have the right to read and sign your deposition, and you and Mr. Barr can discuss that at the end of today.

I need a verbal response. No hum-um or huh-uh or head shakes. Is that understood?

A. Correct.

Q. Okay. And you have been sworn in. So, again, if you talk to Mr. Barr about anything that relates to the substance of this deposition we can ask about it. Is that understood?

A. Um-hum.

Q. And you said um-hum.
A. Correct.
Q. So correct. And then are you currently under the influence of any medication, drugs or alcohol that would affect your ability to testify?
A. No.
Q. All right. Have you ever been treated for alcoholism or drug abuse?
A. No.
Q. Okay. Is there any reason that we cannot take your deposition today?
A. No.
Q. All right. And if I ask you a question, you have to ask me -- and you don't understand what I'm asking, you've got to ask me to explain it, not Mr. Barr. Do you understand that?
A. Correct.
Q. All right. And then as we go through things today Mr. Barr may object to certain questions I might ask or the way they're formed. You still have to answer the question unless he tells you not to. Is that understood?
A. Okay.
Q. Okay. Besides the asbestos litigation arising out of Florida, have you ever been a party

to a lawsuit?

A. Have I ever been a party to a lawsuit.

Q. Yes, sir.

A. No.

Q. In your own words, do you know why we're here today, Mr. Geiger?

A. Yes.

Q. Why are we here today?

A. Take a deposition.

Q. Related to what?

A. Mariners Cay Marina versus Mariners Cay, LLC.

Q. Okay. I've put what's been marked as Exhibit 137 in front of you. I'll represent to you it's an amended notice of your deposition. Have you ever seen that document before?

A. Yes.

Q. Okay. And you're here pursuant to notice; correct?

A. Correct.

Q. All right. Besides Mr. Barr, did you talk to anyone about the substance of today's testimony?

A. No.

Q. You didn't talk to anybody at Mariners

Cay that's on the board or any of the owners about this deposition.

A. About -- directly about this deposition --

Q. Yes.

A. -- or about the case, period?

Q. We'll get to the case, but I want to know if you talked to anyone about your coming here today.

A. No.

Q. Okay. So nothing with Mr. Bessent or any of the other board members about today's deposition; correct?

A. Correct.

Q. How about -- to answer the second part of your question to me, what discussions have you had with the board members generally about this litigation?

A. Generally about the litigation. Just generally about what's occurring.

Q. And which board members have you had that -- those discussions with?

A. Tom Bessent.

Q. Yes, sir. Anybody else?

A. I had a conversation with Ron McGuire.

Q. Any other board members?
A. No.
Q. And tell me about the substance of the discussions with Mr. Bessent. What did y'all talk about?
A. Just what was occurring, generally speaking.
Q. But nothing about strategy or the way to direct the litigation or anything of that nature?
A. No.
Q. And the same with Mr. McGuire?
A. Right.
Q. Just general discussions about what's going on with the lawsuit?
A. He just told me about coming here. And, in fact, he went to the wrong place and that kind of stuff.
Q. Okay. But nothing about strategy or --
A. No, no. I'm out of the loop on that completely.
Q. Tell me your home address, please, Mr. Geiger.
A. Physical address?
Q. Yes, sir.

A. No. 73 Mariners Cay, Folly Beach 29439.
Q. And do you also have a PO Box? Because I know --
A. 1470.
Q. And how many years have you been at No. 73 Mariners Cay?
A. We purchased in '95 and moved there in '98, best as I can remember. It's been a long time.
Q. And when you say Mariners Cay, you're talking about the landward condos; correct?
A. That's correct.
Q. And did you rent your condo for those three years between '95 and '98?
A. Technically, yes. I mean, it was in-laws' residence.
Q. Okay.
A. And we rented it to them.
Q. Do you have any family in Charleston County?
A. Yes.
Q. Who is that?
A. My mom's 97. She's at Anna Knapp Boulevard at Sandpiper.
Q. Okay.

A. I have two brothers.
Q. And what's your -- let's do it this way. What's your mother's them?
A. Vermelle. V-E-R-M-E-L-L-E.
Q. Uh-huh.
A. Geiger.
Q. And what about your brothers?
A. Robert Wayne Geiger.
Q. Okay.
A. Bruce Geiger.
Q. Are you married, sir?
A. Yes.
Q. What's your wife's name?
A. Sharon.
Q. Anybody else in Charleston County? Are your brothers married?
A. Brothers are married.
Q. What are their wives' names?
A. Donna, Bruce's wife.
Q. Okay.
A. Janice.
Q. And do you have any children that reside in Charleston County?
A. Yes.
Q. Who are -- what are your children's

names?

A. One resides in Charleston.

Q. Who is that?

A. Michael Geiger.

Q. And is Michael married?

A. Yes.

Q. What is his spouse's name?

A. Shelby.

Q. Any other family in Charleston County?

A. They have two boys.

Q. Okay. But are your grandchildren over the ages of 18?

A. Yes.

Q. Okay. What are their names?

A. One is.

Q. One. Okay. What's his name?

A. Christopher.

Q. Geiger?

A. Yeah.

Q. And tell me your date of birth, please, sir.

A. 12-25-44.

Q. And where were you born?

A. Orangeburg.

Q. South Carolina?

A. Yes.
Q. That's what I figured. And tell me about your education.
A. I got a -- I went -- high school, Chicora High School.
Q. Here?
A. Yes. Mechanical engineering degree from Clemson.
Q. And when did you graduate from Clemson?
A. 1966.
Q. And when did your family move from Orangeburg to Charleston?
A. I mean, that was during the war. My mom's family lived on a farm. My dad was overseas. So we lived there until my father came back.
Q. Okay. And then he moved the whole family to Charleston?
A. Charleston, yeah. Lived there until I left.
Q. Until you went to Clemson?
A. And graduated, yeah.
Q. How long have you and Sharon been married? And this is not trying to get you in trouble with your spouse.
A. Oh, since '87.

Q. Okay. Is she your only spouse?
A. No.
Q. Okay.
A. Currently, yes.
Q. Currently. I meant were you married before, sir?
A. Yes.
Q. And where does your ex-wife live?
A. She's in Charleston.
Q. Okay. And what's her name?
A. Current name is Betty Johnson.
Q. And is she the mother of your children or is Sharon?
A. She is.
Q. Okay. And she's remarried or gone back to her maiden name, something of that nature?
A. She was married, but her husband's deceased.
Q. Okay. Tell me about your work history after you graduated from Clemson in 1967. Just bring me up to the present.
A. Okay. You got lots of time.
Q. Yes, sir. Absolutely.
A. Okay. Well, I worked for Pratt Whitney Aircraft out of college.

Q. Where was Pratt & Whitney based out of?
A. West Palm Beach.
Q. Okay.
A. Worked in engine design for jet engines.
Q. How long were you at Pratt & Whitney?
A. About five years, about.
Q. So that brings us up to about nineteen seventy --
A. One.
Q. -- three? '71? Okay. What did you do after Pratt Whitney?
A. I worked for Perry Oceanographics in West Palm. It was in Riviera Beach which is in the West Palm Beach area.
Q. And what does that company do?
A. Built diving equipment, small submarines.
Q. And were you involved in the engineering process for building those?
A. And project management. Couple years.
Q. All right. And after Perry oceanographics where did you go?
A. Went to -- I went to work for one of my customers, Marine Resources Development Foundation.

Q. And what do they do?
A. It was a diving research and marine research operation.
Q. Based, again, in West Palm Beach?
A. No.
Q. Where were they out of?
A. Puerto Rico, south of Mayagüez.
Q. And how long were you in -- with that company?
A. About four years.
Q. And what was your -- what were your job duties?
A. I was vice president and operations manager.
Q. And how long were you in Puerto Rico?
A. About four years.
Q. The whole time you were in Puerto Rico when you worked for that company?
A. Yes.
Q. Okay. So we're up to about 1977, '78, something like that?
A. '77, yeah.
Q. Where did you go to work after Marine Resources?
A. Raybestos-Manhattan, North Charleston.

Q. And how long were you out at --
A. About five years.
Q. -- the asbestos plant here? And was that -- your work there, is that why you were being -- going to have been an expert witness or deposed in the asbestos case?
A. Yes.
Q. And what was your job at Raybestos?
A. Well, I started as a design engineer in the energy products group, and eventually I was marketing manager. There were some steps in between, you know. Product manager.
Q. And did you stay at -- where did you go after Raybestos-Manhattan?
A. After Raybestos-Manhattan I had a -- I was with Landmark Enterprises. I was a partner.
Q. And what did Landmark Enterprises do?
A. Real estate development.
Q. Are they still in business?
A. Yeah.
Q. That's what I thought.
A. Well, it was -- it's two companies now, construction and...
Q. Right. Back --
A. But that's when we -- we formed that

company out of two other companies.

Q. Back when you were involved was it involved in development and construction?

A. Yes.

Q. And, what? You were a partner, so part owner of the company?

A. Yes.

Q. Who did you own the company with; do you recall?

A. Yes. Gene Blanton, Ed Blanton, Fred Mixon.

Q. And how long did you work with Landmark?

A. Not very long. It lasted about a year and a half for me. The company survived, but...

Q. Right.

A. That was a time of high interest rates and was not good timing to be in the real estate development business.

Q. Got it. And after -- so 1983, '84, where did you go to work?

A. Well, there's another side to this.

Q. Okay. Tell me about the other side.

A. All along I'd do consulting in the -- in the -- what do you call it? Marine -- with

submarines and -- small submarines and diving equipment and remote subs just as an engineer -- as a consulting engineer. Because I have a PE license in South Carolina. So that was kind of an avocation, I would call it, but I went back into that business for about a year --

Q. And during --

A. -- as a transition.

Q. As you were working for all these other industries or other companies, people would come to you --

A. Yeah.

Q. -- and ask you for your advice about design?

A. Right.

Q. Something of that nature? And they would pay you for those consulting services?

A. Um-hum. That's correct.

Q. Did you have a consulting business set up, or was it just you individually?

A. Just me individually.

Q. So it would be Ed Geiger, comma, PE.

A. Right.

Q. Okay. And so after Landmark you're still doing the consulting stuff?

A. Doing the consult.
Q. On the side, so to speak.
A. Right.
Q. And then where did you go after Landmark?
A. I went to -- it's called Crotts & Sanders Engineering.
Q. Spell that for me.
A. C-R-O-T-T-S.
Q. And where are they based out of?
A. Winston-Salem.
Q. Did you work out of Charleston --
A. Yes.
Q. -- but kind of report to the Winston-Salem office?
A. Yes.
THE REPORTER: Remember to wait for his entire question. It makes it hard for me when you answer in between.
THE WITNESS: Okay.
THE REPORTER: Thank you.
MR. O'KELLEY: Sorry about that.
BY MR. O'KELLEY:
Q. And what was your title at Crotts & Saunders?

A. Sales engineer.
Q. And what does a sales engineer do?
A. Well, we were manufacturer's representatives and distributors for computer control metalworking equipment.
Q. Okay. And you would call on folks like --
A. Robert Bosch and Cummins. Automotive aircraft, metalworking industries. Capital equipment sales, basically.
Q. How long were you at Crotts & Saunders?
A. 15 years.
Q. Okay. And did you retire from Crotts & Saunders?
A. No.
Q. Okay. How long -- where did you go after Crotts & Saunders?
A. I went to work for DMG America which is a division of Gildemeister AG.
Q. Were you an engineer at DMG America?
A. I was a sales manager.
Q. And where are they based out of?
A. They were out of Charlotte. The US operations were out of Charlotte, but it was a German company.

Q. And did you work in the -- in South Carolina or move to Charlotte? Tell me about that.
A. I didn't move, but, you know, I traveled. Southeast. I didn't have to be in the office.
Q. Right.
A. Yeah.
Q. How long did you work at DMG?
A. Couple years.
Q. And then where did you go after DMG?
A. I became a partner at Focus Technology.
Q. And what's Focus Technologies?
A. Same as Crotts & Saunders Engineering. It was a transition to -- I had a noncompete. So I had to go a couple years before I could buy into the...
Q. And what did you do at Focus Technology?
A. I was president and sales manager. Eventually. I mean, started out as their salesman.
Q. And where are they based out of?
A. Mooresville, North Carolina.
Q. Right near Charlotte.
A. Yeah.
Q. And how long were you at Focus

Technologies?

A. About 10 years.

Q. And then you said --

A. That was --

Q. -- at one point you were the president of Focus Technologies?

A. Yep.

Q. And when you left Focus Technologies did you leave --

A. Retired. Sold my interest in the company.

Q. What year was that?

A. I'm not real sure. I'd have to look it up. I'm going to say somewhere around, oh, 2006 or so.

Q. And how about after working at Focus Technologies? What did you do?

A. Well, we ran the marina, my wife and I, for a while.

Q. When did you and your wife first start with Mariners Cay running the marina?

A. 2007. Maybe fall. Midyear to fall of 2007.

Q. And have you been sort of running it as the dockmaster ever since 2007 --

A. No.
Q. -- off and on?
A. No.
Q. Okay. Tell me --
A. I mean, I've been involved in it.
Q. Okay.
A. But as --
Q. So from 2007, how long were you and your wife running the marina initially?
A. Until 2010.
Q. Okay.
A. The first part of 2010.
Q. Okay.
A. After that I only rented out the boat slips. I wasn't the dockmaster. Somebody else was the dockmaster.
Q. Who was the dockmaster during that time?
A. It was -- I can't recall. There was a number of them --
Q. Okay.
A. -- over the next four or five years. It changed fairly often.
Q. And then when did you become the dockmaster?

A. About three years ago.
Q. Okay. So --
A. In the interim I -- well, after we were closed, closed up the ship store from us, my wife --
Q. Well, we'll get to the ship store in a minute, but just -- well, let me ask it this way. So you were --
A. Dockmaster and ship store was all combined.
Q. That was going to be my next question. When did -- so when you were running the marina back in 2017, were you also operating -- excuse me -- 2007, were you also operating the ship store?
A. Yes.
Q. Okay. So you did the ship store and the marina at the same time from 2007 to 2010. And then in 2010, when you were renting the slips, were you also operating the ship store?
A. No.
Q. Okay.
A. I had a contract with Palmetto Commercial Properties who was the receiver for the bankruptcy of the slips.
Q. Okay. We'll get to all that too. But

I'm just trying to figure out who was -- what you were doing out at Mariners Cay.

A. Yeah. Well, in that period I ran the store --

Q. When you say that period, you're saying 2007 to '10.

A. '07 to 2010. Ran the store, my wife and I, and we rented out the boat slips.

Q. And were you also -- did you also act as the dockmaster?

A. Yes.

Q. Okay. And then you said there were several dockmasters 2010 through 2015?

A. After 2010 -- after 2010 Sentry Management became the property manager and they employed the dockmaster.

Q. But you were still --

A. I still continued to work for the bank.

Q. Renting out the slips.

A. Slips. Because I had all the contacts and the website and...

Q. And then when did you merge -- you said probably 2014 or '15 you merged back into being the dockmaster?

A. Yeah. They came to me and asked me to

do it.

Q. Okay. And when you say they came to you --

A. Yes.

Q. -- you're talking about the board --

A. Yes.

Q. -- of the Mariners Cay Marina?

A. Yes.

Q. And how long -- who -- let's do it this way: You ran the ship store 2007 to 2010. Do you know who ran it after that?

A. Well, there was a period from, let's say, early 2010 for about a year when it was run by -- I don't know. It was called Tuna Grill.

Q. They tried to make it a restaurant?

A. They tried to make it a restaurant/store, sell fuel, but the dockmaster function belonged to the dockmaster which was employed by Sentry Management who was the manager for the regime.

Q. And do you know how long the Tuna Grill was in operation?

A. About a year. Didn't last. Then it went --

Q. Did it not last because of its

inability to be financially successful or for some other reason, if you know.

A. I don't know about their finances.

Q. Okay.

A. But the reason that it went out was because there was a foreclosure on the building.

Q. We'll get to the foreclosure too. So after -- when the foreclosure started, the Tuna Grill shut down. Do you know when the ship store became operational again?

A. It hasn't.

Q. It hasn't. So from 2010 to the present it hasn't been functioning.

A. Well, I would say from 20 -- you know, late 2010, early 2011, you know.

Q. And besides you and your wife running it 2007 to 2010, you haven't run the ship store or sold snacks or ice or anything out of there; correct?

A. Nobody has.

Q. Nobody has. Okay. And I'll represent to you in past depositions we've had conflicting testimony, but everybody says we should ask you about it, that you would be the institutional memory about the ship store because you had the

most dealings with it. Would you agree with that statement?

A. Yes.

Q. Okay. And do you know if the ship store has ever been able to make money or be commercially viable, for lack of a better term?

A. Well, obviously it's been commercially viable, but when you condo it, you eliminate the income stream.

Q. How so?

A. Well, because you're not getting any slip rents anymore. All the capital comes out ahead. So the only thing that's there is the income stream from the fuel and the goods.

Q. The sales; correct?

A. Which was primarily a convenience, not a profit center.

Q. And I forgot to ask you this question: Do you own one of the -- if I say dockominium, do you know what that is?

A. Yep.

Q. Do you own one of the dockominium slips?

A. I do.

Q. And did you purchase that -- well, when

did you purchase it? Let's ask it this way.

A. Okay.

Q. Probably sometime after they went condo; correct?

A. I bought it from the initial offering, okay?

Q. Okay.

A. I was one of the not-so-smart ones, so -- all right.

Q. Do you know what year that was?

A. 2006, before anything was built.

Q. Right. Before they were just proposed slips.

A. Yep.

Q. And how much did you pay for it?

A. $86,000.

Q. For one slip?

A. A2, yeah.

Q. And do you still own A2 to this day?

A. No. I sold it for 26.

Q. I'm sorry about that. When did you sell it?

A. Two years ago, about.

Q. And have you owned -- bought any other slips since?

A. Yes.
Q. Okay. What --
A. I mean, that's -- I bought D2 -- D6 with the money that I sold that for, but it's a bigger slip. So it wasn't -- I mean, I just liked -- and then I took the loss because I sold a condo. So it was the right thing to do for me. I still had a boat.
Q. When you say you sold a condo, are you talking about one of the landward condos?
A. Yes.
Q. Did you own two at one point, or did you just sell one and move to another?
A. Well, I had the one that my mom was living in.
Q. Okay, okay. So you owned two at one point -- at some point.
A. Yeah.
Q. Okay. And D6. Did you pay 26,000 for it, or do you recall?
A. I think I paid less than that. Maybe 20, but I don't recall exactly what the number was.
Q. And was that about two years ago?
A. No. It was more than that.
Q. Okay. Because I thought you said you

sold A2 about two years ago.

A. But I bought that one before.

Q. You bought this before you sold A2.

A. Right.

Q. Okay. Do you recall who did the closing of the original purchase of A2, what lawyer?

A. Yes, but I got to think a little bit.

Q. Sure.

A. Closing for A2. Are you talking about the original closing when I bought it?

Q. Yes, sir. When you bought the dock slip.

A. I'd have to look it up. I can't recall.

Q. That's fine. If you don't recall right now, that's fine. But do you recall who did the purchase of D6?

A. Yeah. All the rest of them were done by the big real estate firm over there by the Citadel Mall.

Q. That would be Weeks & Irvine?

A. Weeks & Irvine. I also bought F4 sometime later.

Q. Do you still own F4?

A. Yes. And I sold D6.
Q. Okay. When did you sell D6?
A. It's been about two years, maybe.
Q. Okay. And when did you buy F4?
A. About that time.
Q. After you -- about the same you sold D6?
A. About the same time, yeah.
Q. Do you recall what you paid for F4?
A. Oh, it wasn't that much because I was helping the people sell the slips that bought them.
Q. Bought them at the foreclosure or --
A. Bought them from the bank.
Q. Bought them from the bank.
A. Yeah.
Q. And would that be the Emerald Road crowd?
A. No.
Q. Or Sabal?
A. No. It --
Q. McDonough Road? There are a bunch of names we'll go over as we talk about everything.
A. It was the -- Sineath was the principals/people, but I don't know what the name of their company was.

Q. Okay. And so --
A. But I probably paid only -- I forget what I paid, but I think it was only like $7,000 for that.
Q. And as we sit here today, which boat slip do you own? Only F4?
A. That's correct. See, I don't have a big boat anymore. I sold my big boat. I only have a small boat.
Q. So you were there from the beginning, so to speak, when these docks were being condoed; correct?
A. Even before.
Q. Even before. Because you testified you bought your Mariners Cay Condo in '95.
A. Right.
Q. And so you were familiar with the marina from 1995 --
A. On, yeah.
Q. -- through today.
A. I had a boat in there.
Q. Okay. And you just paid to rent a slip at that point?
A. Paid to rent a slip.
Q. And do you recall ever getting a copy

of the original master deed when you purchased your first slip, A2, back in 2006?

A. I did. Bleecker. That was his name.

Q. John Bleecker?

A. That's correct.

Q. So he did the original closing.

A. Yeah. He provided a master deed at the time, bound in a little blue cover.

Q. And do you recall if you read the original master deed at that time?

A. I might have read it, but, you know, it's like this thick, you know.

Q. Do you ever -- to your knowledge, ever read the amended master deed for Mariners Cay?

A. I have read them.

Q. Okay. But I would imagine -- and I'm not trying to be a smart aleck here. You don't have the terms and conditions of either the original master deed or the new one committed to memory. You'd have to go back and look at it for me to ask you questions about it; is that --

A. That's correct.

Q. Okay. And did you have any participation in drafting the original master deed or the amendments thereto?

A. No. I had nothing to do -- that was all done by another company before I got involved.

Q. And was that the same company that originally hired you back in 2007 to be the dockmaster?

A. No.

Q. Okay. Who hired you in 2007? Was it the original board?

A. No.

Q. Okay.

A. A gentleman named Butch Clark came to me and asked if I -- if I would manage the marina because I'd been there, whatever, and that he arranged, as near as I can tell -- I'm not sure about the details -- for the purchase of the unsold slips and the ship store from the original declarant. I'm trying to remember the correct name, if that's the correct word.

Q. I'll represent to you the declarant is the person who makes the master deed. So they were the people --

A. Right.

THE REPORTER: I'm sorry. Wait, wait. Wait for his question. You said: I'll represent to you the declarant is the person who makes the

master deed. So they were the people -- And he said: Right.

BY MR. O'KELLEY:

Q. The people who were acting as the original developer was my next statement and question, and his answer was right.

A. That was -- I think it was called Marina at Mariners Cay, LLC, and that's who I bought my boat slip from.

Q. And do you recall --

A. So the second group of people was Flint River Capital. Now supposedly -- and I -- they bought the unsold slips and the declarant rights, but the deed was amended before by Mariners Cay Marina, LLC and, as I remember, by Larry McNair, was who signed the amended master deed who was one of the guys -- there were like four guys from Greenville who orchestrated this condominium.

Q. Dockominium association --

A. Right.

Q. -- and condo-mization? Do you recall what Butch Clark's position was with either Flint River Capital or the original declarant?

A. I don't know what it -- I don't think he was an owner, but I think he was a consultant

and -- but I don't really know other than the fact that his name appeared on the permit.

Q. When you say the permit, are you talking about the marina permit?

A. For D -- yeah, from DHEC under -- as Suncoast Properties. Now how they were related, I don't know.

Q. But Mr. Clark was the person who approached you --

A. He approached me, and he was as an intermediary between me and Flint River Capital guy, Chuck Werk. Charles Werk.

Q. And do you know if Mr. Werk was in Charleston, or was he based out of somewhere else?

A. He was here.

Q. And do you know if Mr. Clark owned one of the dockominium slips himself?

A. Yes.

Q. Does he still own a slip out there; do you know?

A. No.

Q. And do you know if Mr. Werk owns a slip -- owned or owns a slip out at Mariner's Cay?

A. He owned. Does not own now.

Q. And do you, in your capacity as the

dockmaster, keep a running list of who owns which slip?

A. No.

Q. Do you --

A. Sentry Management does.

Q. That was going to be my next question. You rely on Sentry Management if you need to find out the name of an owner of a certain slip.

A. Right.

Q. What's your email address, Mr. Geiger?

A. E-D. ed@marinerscay.net.

Q. And how long have you had that email address, if you can tell me.

A. Since 2007.

Q. Okay.

A. I'm guessing. But that's when I set all that up. Set up a website to market the slips, promote the area, you know.

Q. Is that website still in existence today?

A. It's been cut back. I still maintain it, but it --

Q. Do you maintain it more as a resource for owners or something of that nature?

A. No.

Q. Or just to say you all have a website?
A. Just so we have a website, and I don't want to change the email addresses.
Q. Right. Is it a website that owners log onto, or could I pull it up right now on my phone or something of that nature?
A. You could probably pull it up, but it doesn't really say anything other than all the slips are sold.
Q. Okay.
A. If you've got a question call this number. And then it's got some stuff about Folly Beach.
Q. It doesn't have --
A. It does generate some rentals. That's about all.
Q. Does it -- do you have any links to any of the governing documents or minutes or --
A. No. That's the responsibility of Sentry Management.
Q. Okay.
A. Their site has that type of information.
Q. Do you know if your website was ever used by the Mariner's Cay Council of Co-Owners to

disseminate information?

A. I know that it was not.

Q. Okay. Was not. And you've been -- I think the term webmaster is the word that comes to mind --

A. Yes.

Q. -- of that site ever since.

A. Yeah.

Q. And is it Mariner's Cay dot org or dot net or dot com; do you know?

A. Dot net.

Q. Okay. So it would be the exact same as your email, obviously.

A. Yep.

Q. And do you know if you've had any other email addresses since 2007, or that's the only one you know of?

A. I've had lots of email addresses. I mean...

Q. What has been your primary email address since 2007?

A. That one.

Q. Okay. But have you had some through like Google or --

A. Yeah.

Q. -- AOL or Netscape or --

A. edgeiger73@gmail. And, of course, I had business ones with --

Q. Right. But the business ones, you weren't probably conducting the business of Mariner's Cay when you were --

A. Sometimes.

Q. Sometimes? All right.

A. I mean, I went in and out. I mean, after the three years of running the store, sometimes I got called back and I went and did sales, commission sales for Focus Technology and then I went for a year and a half. I went back to work for a German company selling machine tools.

Q. What -- was that different from DMG America?

A. Yes.

Q. Okay. Tell me about that work and when it was.

A. That's hard for me to remember exactly those dates. I had so many things going on. The company was Gehring, G-E-H-R-I-N-G, LP out of Detroit or Farmington Hills.

Q. And were you consulting for them or sales only?

A. I was sales.
Q. Similar computer type controls or something --
A. Honing machines. Honing for like engine blocks.
Q. Any other work in the engineering field we haven't discussed?
A. I think that's it, you know. But like I said, sometimes I'd go to -- do some work for Focus, you know, just strictly commission, you know.
Q. Just when they would call you up and say, hey, we need your help.
A. We lost a sales guy. We need somebody to cover Atlanta or whatever, you know.
Q. And when did you last do that for Focus?
A. It's been at least five years since I've done anything for them.
Q. So has it been five years -- safe to say it's been five years since you've done anything in the engineering world?
A. The Gehring might have overlapped a little bit, but I'd say maybe four years, at the most, would be a better --

Q. Okay. So if I said for the last four years you've been a retired engineer, is that an accurate statement?

A. That's correct.

Q. Okay. I forgot to ask you this. How did you come to own your condominium back in 1995 --

A. How did I come to own?

Q. -- when you first bought it? Yes, sir. Were y'all looking to -- where did you live before that? I mean, you moved there in '98, I understand, but where --

A. We were living in Columbia at the time.

Q. Okay. And then looking to come down this way and --

A. No, not at the time. Wife's parents were in bad health.

Q. Okay.

A. And they were living south of Remount Road in North Charleston. So we needed to get them out of there.

Q. And y'all bought the condo --

A. For them to live in, yeah.

Q. -- for your in-laws. And they were there for three years?

A. Right. Then they passed.
Q. Okay. And then y'all moved there permanently --
A. Yeah.
Q. -- at the end of their tenancy; correct?
A. Yeah. My wife was exiled in Columbia. She didn't like it. And I was traveling, you know. Leave on Monday, come back on Friday.
Q. Right. So she'd rather be --
A. Here.
Q. -- a work widow here than in Columbia.
A. Yeah.
Q. Okay. Mr. Geiger, in your own words tell me what you understand this lawsuit to be about.
A. What I understand it to be about? Well, since I haven't read any documents about the lawsuit --
Q. Well, that was going to be one of my questions for later today, so you just -- your name -- there are a bunch of documents we're going to go over. I'll represent to you your name is -- you're scattered throughout various documents.
A. Yeah.

Q. But you've never read any of the pleadings in this case; correct?
A. No.
Q. Any of the discovery responses?
A. No.
Q. Any of the orders?
A. Nope.
Q. So back to the original question. What's your understanding of this lawsuit?
A. My understanding is whether the Mariners Cay Marina Condo Association has access to common property and the physical building and the gas docks. That's about all I can -- as concise as I could say it, you know.
Q. And you base that on what Mr. Bessent has told you, or Mr. McGuire, your conversations with them?
A. Well, yes.
Q. Or with someone else?
A. Based on my discussions with Tom Bessent.
Q. And those are the discussions you've testified about earlier this morning; correct?
A. Yep.
Q. And how many discussions --

A. Well, there have been ongoing discussions because I had been in the building and was asked to leave and remove my stuff. And so whenever that occurred I would send a email or a text or whatever, ask the board, what do you want me to do? You know, I need a place to operate. In my opinion, I need a place to operate to --

Q. Base of operations --

A. -- satisfy the conditions of the permit.

Q. That was -- a place to operate as the dockmaster; correct?

A. Right.

Q. And do you recall --

A. Keep supplies and maintenances --

Q. Right.

A. -- and tools and things of that type.

Q. Do you recall when you were asked to remove your dockmaster operations from the building?

A. Oh, it happened in three phases, as I recall.

Q. Tell me about those three phases, please, sir.

A. First I was asked to leave the main

building.

Q. What we call the ship store?

A. Ship store building.

Q. Okay.

A. The front half of it.

Q. Do you recall --

A. Because they were going to remodel in there, and I needed to leave.

Q. And do you recall who told you to remove from the ship store building?

A. Mr. Farmer.

Q. And do you recall when that was?

A. Not the exact date offhand, but about a year or so ago, maybe. Year to 10 months -- I mean, year to 15 months.

Q. Sometime after he purchased the building; correct?

A. That's correct.

Q. And then what about the second phase?

A. Well, so I moved the stuff that I had, because I didn't really have anyplace to go, into the back room which is behind the restroom. There's a storage area and a workshop that I had set up, and I kept hardware and supplies and stuff like that. And then I got a call that -- to come

over and get my stuff and it was on the porch.

Q. Was that a call from Mr. Farmer?

A. That's correct.

Q. Okay. And that was sometime after you'd already moved your stuff?

A. Maybe about a month or two later.

Q. Okay.

A. So all the stuff was put out on the porch, and he said, you know, take what you want. What you don't want we'll keep.

Q. Was this in the summer of last year?

A. Maybe toward the end of the summer.

Q. Do you know if it was after this lawsuit had been filed?

A. No. It was before.

Q. Well, I'll represent to you this lawsuit was filed in June of last year.

A. Okay.

Q. So does that refresh your memory about when the second phase occurred?

A. Okay. Well, it had to be before that.

Q. Okay.

A. Because lawsuit hadn't been filed. I mean, you know, I was completely out of that building before the lawsuit was filed.

Q. And then what about phase No. 3 that you were talking about? When did that --

A. Well, I got another call that says we're going to lock up underneath the building. And whatever I wanted to take, whatever I didn't want they would keep.

Q. And do you know if that was before the lawsuit was filed too?

A. I think it was before the lawsuit was filed. And then I requested that -- you know, what do you want to do, you know, hoping that it could get -- I could have someplace to operate.

Q. And where are you operating out of now?

A. Well, I have rented a commercial building.

Q. Okay.

A. You know, a self-storage place.

Q. Where is that?

A. On Folly Road.

Q. How far away from Mariners Cay is it; do you know?

A. I'd say about three miles.

Q. Is it a self-storage -- a storage unit facility?

A. Yep.

Q. Are you paying the monthly storage fee or does the Marina Council of Co-Owners pay that storage fee?

A. I pay it and they reimburse me. I, you know, put it on my expenses for maintenance.

Q. And how much are they charging you a month for that?

A. I want to say it's like $115 or something. And then I use my personal storage in my condo. And, you know, I face the marina, so I have a view of it from my house. I use my computer facilities in my house, my office facilities in my house.

Q. You mentioned a minute ago that you had to have someplace to operate out of to satisfy the requirements of OCRM/DHEC vis-à-vis the marina permit. Has anyone from DHEC told you you're in violation of the permit?

A. Nope.

Q. Okay. I'm going to ask you more about DHEC as we go on, but do you know if DHEC or OCRM does regular inspections of the marina?

A. No.

Q. I know in the documents there is correspondence about doing soil and water testing

as required by DHEC. Do you do that testing yourself?

A. Yes.

Q. And do you submit reports to DHEC about water quality?

A. Yes.

Q. Okay. And is that a yearly requirement?

A. That's the way it's specified in the permit.

Q. And again, you haven't -- no one from DHEC has told you we're about to pull the permit because you're not submitting yearly tests or anything of that nature?

A. No.

Q. Besides the phone calls with Mr. Farmer about, you know, the three phases and moving you away from the building, what other contact have you had with Mr. Farmer?

A. See him all the time, I guess. You know, I mean, he's around there.

Q. Just speak to him as a fellow owner, that type of situation?

A. Yep.

Q. Have you ever had any run-ins with

Mr. Farmer or anything antagonistic with him?

A. I guess that's a matter of opinion.

Q. Well, have you ever exchanged any words that aren't of a friendly nature? Let's ask it that way.

A. Mildly. Nothing that I would consider serious.

Q. Okay. Tell me about those discussions.

A. Well, most of it has to go [sic] with, you know, parking of trailers.

Q. Okay.

A. You know, when they first came in his son had a trailer with a lawn mower on it. That's not permitted by the condos. Other trailing [sic] parkers -- parking. Boats being parked on what I consider to be common property. And it's not permitted by the condo regulations or by the rules, by the council of co-owners.

Q. And when you say the condo regulations, you're talking about the landward condos?

A. Right. They own the -- they own all the parking.

Q. If I said the name Roger Camp, would you know who I'm talking about?

A. Yep.

Q. Okay. And Mr. Camp, was he -- is he still the president of the landward side --

A. Yep.

Q. -- HOA? You talked a minute ago -- you mentioned a foreclosure. You mentioned a foreclosure.

A. Right.

Q. And that was against a group called Tiger River Capital, I'll represent to you.

A. Yep.

Q. Were you involved in the foreclosure in any way --

A. Nope.

Q. -- or just monitored it as kind of like what's going on with what's being foreclosed on?

A. Well, I mean, I was aware because I was still renting the slips for the other bank. You know, it didn't have anything to do with Tiger River.

Q. When you say other bank, tell me about that other bank. Who were they?

A. Well, this is my understanding, okay?

Q. Sure.

A. Flint River Capital was a successor declarant, if that's a correct --

Q. That's a term, yes, sir. I'll represent that's a valid, viable term. But Flint River, were they -- the bank you were working for was a result of their bankruptcy; is that correct?

A. They foreclosed on the boat slips.

Q. Okay.

A. My understanding is, is that their mortgage or lien or whatever you want to do was not perfect enough. So it did not include the building. Now you can check with Rob Kerr. He was the attorney who handled that part of it, and I think the bank was the First National Bank of the South, Spartanburg. I'm not really sure if that's the correct name or not, but it's pretty close. But they got -- they actually were taken over by FDIC and became somebody else.

Q. And Mr. Kerr was handling the creditor side of that bankruptcy --

A. Um-hum.

Q. -- is that correct?

A. That's correct.

Q. And then --

A. At that time I still had a lease for the building --

Q. That was going to be my next question,

is: Who were you paying to lease out the ship store?

A. Flint River Capital.

Q. And then you found out, while you were working for the bank --

A. No. I found out because --

Q. Well, let me just finish. While you were trying to -- still renting the slips for the other bank, that Tiger River Capital was also going into foreclosure; is that correct? Or tell me the way it unfolded. Because there are two banks and two foreclosures. The ship store and the fuel docks versus the --

A. First National Bank of the South, who was being represented by Rob Kerr, they got a -- I didn't know anything about it.

Q. Sure.

A. You know, this was all news to me. And all of a sudden one day I get a court order for an assignment of rents that was presented to me. And I wasn't informed that any of this was going on, okay? So I got a little issue with the people that I'm partnered with, so -- so I say, what's going on? I don't know what's going on.

Well, anyway, as it developed, it turns

out that Flint River Capital had somehow been able to take title to the ship store independent from the rest of the property. I don't know how it all went about, but the lien wasn't perfected properly or something. And then another company was formed which was this --

Q. Tiger River.

A. -- Tiger River Capital, okay, which I suspect was Mr. Werk also under a different name, and they were organized out of Georgia. So they, based on what I saw in the public information, were -- borrowed more money and made some modifications to the ship store and operated the Tuna Grill and subsequently went into foreclosure again for nonpayment.

Q. And that foreclosure was as to the ship store and the fuel docks; correct?

A. That's correct.

Q. Okay.

A. And that was to the bank in New Bern, North Carolina.

Q. And were you involved in --

A. No, I wasn't involved.

Q. Let me just finish just for the record. You know what I'm going to ask you and I know your

answer. But you weren't involved with any of the decisions as to the Tiger River Capital foreclosure, were you?

A. No.

Q. Were you aware that the Mariner's Cay Marina Council of Co-Owners filed an answer in that case?

A. No.

Q. Okay. You didn't have any --

A. I don't even know what that is.

Q. Okay. Fair enough. But were you aware at some point that the ship store and the fuel docks were sold at a foreclosure sale at the county courthouse?

A. Well, I was not aware. That was a technicality. What I understood was, is that the so-called toxic debt of the bank was sold off -- a whole bunch of it -- to this company in California. That's what I heard.

Q. And --

A. But I was not a party to any of that or knew -- involved in it.

Q. But you were aware that at one point the ship store and the fuel docks were sold; correct?

A. Yes.
Q. Someone made you aware of that.
A. Yeah.
Q. And do you know when that occurred?
A. No, not -- well, not exactly, no. I don't know when that occurred, no.
Q. And when did you find out -- well, let me ask it this way. There's some stuff we'll go over. I'll represent to you right before an annual meeting Mr. Farmer informed the board and the management company that he had bought the ship store and the fuel docks. Were you aware of that about the time --
A. Yes.
Q. Okay.
A. He made several visits and looked at the property. I was informed that I should show it to him.
Q. And you were informed by whom? The bank out of -- the folks out of California or a real estate agent?
A. The board.
Q. Okay. Do you recall who on the board said you should show it to him --
A. Not really.

Q. -- the property?

A. I don't remember. I just remember I -- they were not the only ones. There were other people who came and looked also.

Q. Do you recall how many people came out and looked at the ship store and the fuel docks or how many people you showed around?

A. Maybe -- I mean, the real estate guys from Folly Beach, they supposedly had an offer in and they came and looked at the building. I remember they met with the board of directors.

Q. And who were the real estate guys from Folly Beach?

A. I don't remember. They had -- they rent an office space above Avocet. I forget the name of the company. They manage apartments, I think, or -- and Mr. Farmer. And then there were some other people that -- whose names I can't recall that were more casually coming to look/see.

Q. Were you aware at that time that the board was also considering putting an offer in for the ship store and the fuel docks?

A. Not really.

Q. Okay. No one discussed that with you?

A. I mean, I -- it may have been

discussed, but I don't remember it being -- I was never involved in that board, okay?

Q. Have you ever served on the board at Mariners Cay?

A. Only for the condo side.

Q. The condo -- I'm talking about for the marina --

A. No.

Q. -- council of co-owners. Okay. So you didn't have any knowledge about what the marina board was doing --

A. No.

Q. -- regarding their interest in purchasing after the foreclosure; correct?

A. That's correct.

Q. And I think I asked you this earlier, but I'm not sure. Do you know how many actual owners there are at Mariners Cay Marina?

A. There -- you're talking -- at the marina there's 88 units.

Q. Okay.

A. Some people own more than one. Like, you know, Farmer has supposedly one, two, three, four.

Q. And at one point --

A. One time I had three.
Q. You had three.
A. Right.
Q. So there are 88 units. And to find out the owners' names I would just contact Sentry Management; correct?
A. Right.
Q. And if you needed to find out who owns a slip you contact Sentry yourself; correct?
A. Right.
Q. If you don't already know who owns it.
A. Right. I try to maintain an updated list of the owners and the renters. Because I have to keep track of the renters so that if there's a problem with their boat, some kind of safety issue or there's been a storm or whatever, I can contact them.
Q. And do you keep that on, say, like an Excel spreadsheet or something of that nature --
A. Yep.
Q. -- in your computer?
A. Yep.
Q. And who do you go to to get updates about that list? The board, or do you go to --
A. Sentry Management. They send me a PDF

with a list of the people.

Q. How often do they send you that list?

A. Whenever I request it.

Q. Okay.

A. About once a year I request it. Otherwise I would ask for an individual's name if I needed to know. If there's a transaction or a change in the personnel that I see at the dock, I would inquire about the change in ownership.

Q. Do you inquire of the person you see at the dock or of Sentry or both?

A. Both.

Q. And do you deal -- is it Amanda Barnes with whom you deal at Sentry?

A. Yes.

Q. So if you see somebody new or a new boat you call Amanda or you talk to the owner --

A. Right.

Q. -- of that vessel and say, hey, I'm the dockmaster. Can you --

A. Yeah.

Q. -- give me your contact information.

A. I mean, it's -- here's our agreement, here's our rules, I need your insurance information, give me your registration.

Q. And you've done that for years as the dockmaster, I would imagine; correct?
A. Yep.
Q. And you said Sentry came on board when? After Flint River got involved?
A. Yeah.
Q. Sometime in --
A. 2010.
Q. -- 2010? Okay. And do you know who your property managers at the council of co-owners have been since 2010 besides Ms. Barnes?
A. Yeah. There was a guy name Steve, but I can't remember his last name.
Q. Okay.
A. I'm going to say Fuller, but I'm not positive that's correct.
Q. Do you know if Collin Bruner ever --
A. Collin Bruner, yep. He was there.
Q. What about a lady named Yohanna LaRoche? Does that ring a bell?
A. Not to me.
Q. Okay.
A. I never had anything to do with her.
Q. Okay. And how long, do you know, Ms. Barnes has been the manager?

A. Well, three to four years that I've been dealing with her.

Q. And she's been keeping the list of owners for the last three to four years; correct?

A. Yeah.

MR. O'KELLEY: I have to take a personal comfort break for just a minute.

THE WITNESS: No problem.

(A recess transpired from 11:06 until 11:14.)

BY MR. O'KELLEY:

Q. We're back on the record, Mr. Geiger. Just to tie up one loose end, you're not going to be offering any testimony about the foreclosure that occurred involving the ship store or the fuel docks, are you, sir? Because you testified earlier that you had no information about those foreclosures.

A. I have no information about the foreclosures.

Q. Okay. Other than you knew that at some point there was a foreclosure and the properties were sold; correct?

A. That's correct.

Q. And -- but you don't know about -- I

asked you a minute ago about any answer, and you said you didn't even know what that was; correct?

A. Right.

Q. Are you going to offer any testimony as to whether or not anyone from the Mariner's Cay Council of Co-Owners went to the actual sale that occurred?

A. No.

Q. Okay. And you don't know of any discussions that were had by the board during that foreclosure relative to their attempts to purchase the properties; correct?

A. No.

Q. Were you aware, though -- you were aware that a sale occurred. If I represented to you that that sale was for about $280,000, do you have any information to offer about that?

A. No.

Q. And if I said the name Emerald Portfolio, do you know who that crowd is?

A. Yep.

Q. Okay. And is that the crowd you were talking about earlier that you were in contact with out of California?

A. I wasn't in contact with them.

Q. Oh, I'm sorry. I thought you said you were in contact with them. But what do you know about Emerald Portfolio?

A. Well, I was on the board of directors of the Mariners Cay Condo Association, and there have been numerous discussions about Roger Camp's interfacing with them.

Q. With Emerald Portfolio --

A. Yeah.

Q. -- as a result of their purchase of the ship store and fuel docks?

A. And trying to determine what their intentions were or what were the intentions of whoever they might sell to or was there something that the condo association should do with respect to the ownership, you know.

Q. And how long were you on the condo HOA or the land side condo?

A. About 10 years.

Q. Okay. Are you still on that board?

A. No.

Q. Did you ever hold any office on that board? Treasurer, president, secretary?

A. Nope.

Q. Just a member.

A. Right.

Q. And I'll represent to you that my clients, the Mariners Cay Marina Condo, LLC and the Mariners Cay Fuel Dock, LLC, did buy these assets in 2016. Does that ring a bell for you?

A. Um-hum.

Q. In May of 2016?

A. I don't know the exact date, but, you know, sounds right.

Q. And do you know, other than your showing Mr. Farmer around and his coming to the annual meeting in 2016, any other discussions you had with Mr. Farmer prior to his entities purchasing these units?

A. There were some discussions. I don't remember the details thereof. You know, he'd ask me questions about different things, and I would try to answer as honestly and frankly as I could.

Q. Seeking information in sort of a due diligence type capacity?

A. Yeah.

Q. You know, what are the dues, what are the rules, what is this, what is that, things of that nature?

A. Yeah. And physical items about the

building.

Q. Okay. What physical items about the building?

A. Well, he would inspect, and I would point out certain things that were -- needed attention.

Q. And were they things that needed attention just due to the passage of time and the fact that there was an owner that was being foreclosed against or just general maintenance? Explain that to me.

A. Well, general maintenance and items, you know, that needed repair.

Q. Was there a -- had maintenance been deferred for a while at the ship store?

A. Yeah. And nothing's been done, yeah.

Q. Things such as painting or repairs or wood rot?

A. Yeah.

Q. Just general repair?

A. Yeah.

Q. And would you say that the ship store -- it's in pretty close proximity to Folly River; correct? It's not too far from the water, correct, the ship store?

A. That's correct.
Q. And it probably has the same problems that those of us who live near saltwater have, more salt spray, deterioration, rot, humidity, things of that nature? Would that be a fair assessment?
A. Fair assessment.
Q. Just because of its proximity to the river.
A. (Witness moves head up and down.)
Q. What was -- back in 2016, do you recall what was in -- what repairs were needed at the time?
A. Well, it needed painting. There was a lot of wood to be fixed up. There were some plumbing issues.
Q. What type of plumbing issues?
A. Well, there was a leak in the bathroom sink -- I mean, floor drain, which I repaired myself.
Q. Okay.
A. And there's foundation issues with the pilings.
Q. With them settling or being unstable? Or what was the issue with the footings?
A. Rotting --

Q. Rotting.
A. -- at the ground line. That problem existed, I would believe, for 15 years or more.
Q. Do you know if that problem has since been remedied?
A. I know that it has not, to my knowledge.
Q. Do you know if Mr. Farmer or his entities have made some of the repairs that you pointed out in 2016?
A. Yes.
Q. And do you have any inkling of how much money he has put into those repairs?
A. No. I just -- they painted, replaced some siding, they replaced some windows, they repaired lattices, they remodeled the interior, but I don't have any idea what they did.
Q. You've not been inside?
A. Nope.
Q. Okay. And tell me a little bit more about the foundational problems with the rot of the pilings. Have y'all had any -- other than yourself as a professional engineer, have you had any professional engineering firm come and look at that?

A. Yes.
Q. Okay. Do you recall who that was?
A. No.
Q. Do you recall --
A. It was an older gentleman, and I remember he came in and I opened up and let him go look at it.
Q. Do you recall when that was?
A. It's some period prior to Mr. Farmer taking possession.
Q. But was it while the foreclosure was going on or before that, if you know.
A. I think it was while the property was held by Emerald.
Q. Okay.
A. But I don't know the exact time.
Q. And do you know if that engineer issued a report? I'll ask it this way: Have you seen a report?
A. No.
Q. Okay. Has anyone asked you as an engineer what your recommendations would be for the foundation problems with the pilings?
A. That's out of my area of expertise, but no.

Q. Okay.
A. But it's not something that I would --
Q. It's not something you --
A. I would go to a foundation specialist, you know.
Q. But it's not something you've been asked to give an opinion on or would be comfortable giving an opinion on; correct?
A. I think at one time I was asked what I thought it would take to put the building back in shape, and I developed a broad number.
Q. Well, we're -- I think that's going to be one of the exhibits we're going to talk about in a little bit, but I just didn't know if anyone has come to you --
A. I think I provided that to -- I provided that to the council of co-owners --
Q. Right. And we'll get to that.
A. -- at their request.
Q. But I want to know: Has anyone asked you as an engineer what your opinion is --
A. No.
Q. -- about repairs?
A. Like I said, it's out of my area of expertise.

Q. It's not the area of engineering for which you have training for --
A. That's correct.
Q. -- or have learned certain --
A. That's correct.
Q. -- things required of engineers; correct?
A. Yeah.
Q. Can a layman like me see that the -- there are problems with the pilings?
A. Yes.
Q. Okay. And it's just rot or something else?
A. The piling itself is deteriorated at the ground line to where I'd say 50 percent or more of its structural integrity is gone. And that doesn't apply universally to all the pilings, but I would say maybe 40 percent of them.
Q. Do you know if that's resulted in any settling or problems with the building?
A. Nope.
Q. You don't know, or it hasn't resulted?
A. I don't know.
Q. You don't know. Okay.
A. It's not a new situation. It's been

like that since probably 2000.

Q. And has anyone told you the cause of the problems, whether it's just water damage over time or they used insufficient materials or anything of that nature?

A. I really don't know. I mean, there's some theories, but I don't know for a fact.

Q. Okay. And again, no one's told you what it would take to fix the problem either; correct?

A. I think there have been some quotations, but not -- I don't have them.

Q. Okay. Would that be something the board should have?

A. I'm not sure whether the board looked at it or not. But, you know, if I was looking at what had to be -- purchasing the building, I would want to know what it would cost to do that, but...

Q. And you haven't been asked to give any opinion as to that; correct?

A. That's correct.

Q. In your daily goings and comings as dockmaster, do you have -- have you heard any other dockominium owners discuss this lawsuit other than your discussions with the two board members? You

know, scuttlebutt around the marina.

A. I mean, there have been casual discussions but nothing of any substance about -- that I've been a party to.

Q. Do you know with whom you've had those casual discussions?

A. Well, Tom and --

Q. Because you told us about the discussion with Tom Bessent and Ron McGuire.

A. Right.

Q. Anybody else?

A. And probably the only other conversation that I can recall offhand is with David.

Q. David who?

A. He's on the board. I forget his name.

Q. David Nauheim?

A. Yep.

Q. And what did you discuss about the lawsuit with Mr. Nauheim?

A. Just that it was going on. You know, no details about it or anything like that.

Q. Nothing about -- again, about depositions or testimony or pleadings or orders or anything of that nature; correct?

A. No. He's real cautious to make sure I don't get involved in that.
Q. Mr. Nauheim is?
A. Yeah.
Q. Well, why do you say that? Has he told you I don't want you involved with this?
A. Yes, pretty much.
Q. Okay. When did you have that conversation?
A. I don't -- I don't really remember exactly. It was -- when this first started I guess I remember him saying that I shouldn't, you know, be involved.
Q. And what prompted that discussion?
A. I really don't recall.
Q. Did he just call you out of the blue and say, hey --
A. No. I'd see him at the boat and...
Q. See him at the boat.
A. Yeah.
Q. And did he bring the topic up or did you?
A. Don't remember.
Q. But you do remember him saying that he didn't want you involved.

A. Right.

Q. What else occurred in that discussion besides that statement?

A. I don't recall. I don't recall any specifics other than...

Q. You testified earlier that you thought Mr. Bleecker gave you a copy of the original master deed in a bound form --

A. Yes.

Q. -- at your closing. Do you know when you received a copy of the amended master deed for Mariners Cay? Would it have been in connection with your purchase -- subsequent purchases of dock slips? Or dockominiums, rather?

A. No. I believe there was a copy of the amended master deed when we took over the ship store.

Q. And did you read the amended master deed at that time?

A. I did. You know, went through it, yeah.

Q. And was that to familiarize yourself with rules and regulations, or ownership percentages, or what?

A. Rules and regulations.

Q. Did you review the original master deed or the amended master deed to determine percentages of ownership?

A. No.

Q. Okay. Has anyone asked you to look at the --

A. No.

Q. -- amended master deed or the original master deed regarding percentages of ownership?

A. No.

Q. But you would agree with me that everyone takes title pursuant to either the master deed or the amended master deed of the dock slips or any other property that's part of the condo association; correct? In other words, you took title to your dockominiums pursuant to the master deed.

A. Yeah.

Q. And the amended master deed; correct?

A. Oh, I don't know that.

Q. Okay.

A. I -- when I took title to my A2 there wasn't an amended master deed. When I took title to D6 there was an amended master deed.

Q. Have you ever read your title to D6,

the deed?

A. Not really.

Q. Okay. I just didn't know if you remembered whether or not that it said pursuant to the master deed or pursuant to the amended master deed, if you recall.

A. I don't recall.

Q. Do you know if there's ever been a problem with access to the rest -- access to the restrooms at Mariners Cay?

A. A problem.

Q. Yes, sir.

A. You mean being denied access?

Q. Being denied access, yes.

A. Not that I'm aware of.

Q. And do you know who pays the water bill for the bathrooms?

A. At what point in time?

Q. Anytime since you've been, you know, sort of named as the institutional memory for Mariners Cay.

A. There's a meter for the building and the restrooms. There's a meter for the docks.

Q. And I'm talking about for the buildings and the restrooms. Do you know who pays that water

bill? Or has historically?

A. Well, the council of co-owners paid both water bills up until -- I think up until the time Mr. Farmer took possession.

Q. Okay.

A. And then I think he changed it so that he paid to -- the meter that goes to the building, which also would include the restrooms.

Q. Were you responsible for paying those water bills ever, or was that something the management company would have done?

A. Management company would have done it. Well, I was responsible back when we ran the ship store.

Q. In the original iteration --

A. Right.

Q. -- 2007 to 2010?

A. Right. At that point I believe both water bills were paid by the council of co-owners' --

Q. Okay.

A. -- account.

Q. And what did you tell me, that 2010 was the last time the ship store was in existence? Is that correct?

A. That's -- you know, I was more or less forced out of the ship store early 2010. It operated for about a year after that. So maybe early --

Q. But as the Tuna Grill; correct?

A. As the Tuna Grill, right.

Q. And that was until about 2011, '12, something like that?

A. 2011, I think. I don't think it lasted more than about a year.

Q. And do you know who ran the Tuna Grill?

A. Yes.

Q. What was his or her name.

A. Steve. Steve Tumbleston I think his name was. He was an associate of Butch Clark.

Q. Do you know if he worked with Mr. Clark or just for him or what he did?

A. I think he was like a, you know, independent contractor. I don't know what he -- he did construction work for him. Ended up being the one who operated the Tuna Grill. Now who owned it, I'm not real sure.

Q. Okay. But Mr. Tumbleston ran it.

A. He was the guy that was there, yeah.

Q. He was there day to day.

A. Yeah.
Q. But after that time nobody's sold anything out of the ship store; correct?
A. That's correct.
Q. In your original capacity as the dockmaster were you ever responsible for collecting dues from the condo owners?
A. Yes.
Q. Okay. In 2007 to 2010?
A. Right.
Q. Okay. And would people send money to you and you would put it in an operating account?
A. Right.
Q. Or a trust account, something of that nature?
A. Right.
Q. What type of account would you put those dues in?
A. Well, it was set up before I got involved. Okay. I just managed it after it -- this is what I remember. Flint River Capital had another LLC they called Mariners Cay Sales which was responsible for selling and operating the marina.
Q. Okay.

A. And so they had a bank account, okay? And then there was another bank account for the council of co-owners. So the dues and everything that were paid would go into that account.

Q. And you would pay the bills out of that account?

A. Pay the bills out of that account. But because only 40 percent of the slips were sold, there was always a deficiency which had to be made up out of the Flint River Capital's Mariners Cay Sales company. So thereby --

Q. Did Flint River Capital fund that deficiency monthly or however --

A. Yes.

Q. -- often a year it needed to fund the deficiency?

A. Monthly, from the Mariners Cay Sales' account which came from slip rents. It would make up the deficiency because obviously the budget was based on 88 units. You only have 40 that are sold. Or 38. Whatever the number was at the time. So only half the budget was funded.

Q. And the hope, I'm sure, was that as more dockominiums got sold, the deficiency would be less. They could eventually back out of having to

fund that delta; correct?

A. That's correct.

Q. And do you know if that ever happened?

A. It did not happen.

Q. And then the problems with their finances kicked in; right?

A. That's right. I mean, it -- in the spring of, I'd say, two thousand -- sometime in 2009, you know, the situation had deteriorated where they were -- they had formed a council of co-owners through Sentry Management. And the bank wasn't collecting any slip rents because of -- the foreclosure was kind of in the process or whatever.

Q. Sure.

A. And I was getting hung for the price difference.

Q. That was going to be my next question.

A. So I lost about 10- to 12,000 bucks.

Q. Did you fund that personally?

A. I did for a short period of time, hoping that I could collect back dues from the council of co-owners.

Q. And has anyone reimbursed you for those unsecured loans during that time?

A. I got a partial.

Q. Partial from whom?

A. Council of co-owners. They felt like they didn't have an obligation, that that was an obligation that was from the declarant.

Q. Sure. But if the declarant's in financial straits, you funded it basically to keep the lights on; correct?

A. Right.

Q. And then the council, they felt -- your testimony is they felt like they didn't owe you that money?

A. Yes. There was a -- there was a correspondence with their attorney.

Q. Do you know if that was a fellow named Derek Dean?

A. Yes, where we made a settlement. I think I got 50 cents on the dollar.

Q. Did you file a lawsuit or anything of that nature or just told them, hey --

A. No.

Q. -- I forwarded this -- I funded this money?

A. I was trying to get away from it.

Q. Okay. Do you know if you signed any agreements or releases --

A. Yep --
Q. -- or anything?
A. -- I did.
Q. Do you recall what year that was?
A. No. I'd have to look it up to see exactly when that was. It was kind of a confusing situation because the declarants formed the council of co-owners as a corporate entity. But then the board decided that it really didn't exist, the council of co-owners didn't really exist before they met and organized and made a new council of co-owners.
Q. Well, they existed on paper. They just didn't have -- they weren't functioning with a board and things of that nature; is that correct?
A. That's correct.
Q. And do you recall who was on that original board?
A. Michael Sutton No. 1 -- there's two Michael Sutton -- was the chairman. I don't remember the individuals. But we had a meeting where basically I told them that, hey, you know, this thing's going south, you know. You need to organize. And if you look at the bylaws, there was a mechanism there.

But the situation with Flint River Capital or Tiger River and all that kind of stuff, they were trying to collect rents from me even though I was losing money. And so, you know, my personal attorney told me, you know, get away from it all as quickly as you can.

Q. Do you recall who that is or was?

A. For me?

Q. Yes, sir.

A. Gary Ling.

Q. And did Mr. Ling work out the settlement with Mr. Dean, if you know?

A. No. He didn't have anything to do with that. We were just trying to deal with Tiger River who was writing threatening letters to me. You know, not threatening, but, you know...

Q. Where's the rent money, things of that nature?

A. Yeah, yeah. We need this documents, that documents. But, you know, I wasn't a party to their corporate structure. You know, I had a lease on the building. I had my own company, Mariners Cay, you know, Folly River Management. And so we just wrote some letters and it all went away.

Q. And then you signed a settlement

document and got paid 50 cents on the dollar.

A. That was from Dean, yeah.

Q. 50 cents on the dollar.

A. Yeah, yeah.

Q. Okay. Have you ever been involved with the Mariners Cay Marina Condo, LLC or Mariners Cay Fuel Dock, LLC's payment of dues to the council of co-owners? In other words, you've never collected rents --

A. No, no.

Q. I mean -- excuse me. Dues from Mr. Farmer's entities; correct?

A. No. I never collected any dues from anybody after 2010.

Q. That was going to be my next question. That would all have been done by Sentry; correct?

A. Well, I turned it all over to the council of co-owners. They went through a process and hired Sentry.

Q. Okay. But you don't have any information, as we sit here today, about Mr. Farmer's entities' payments or nonpayments; correct?

A. Nothing.

Q. And besides showing Mr. Farmer around

and answering some questions, that was your entire involvement regarding his purchase of these properties; correct?

A. I think so.

Q. You mentioned a little while ago that you did a report, and I think that we'll get to it in this. Do you know if you ever -- were you ever involved with the council getting an appraisal of the ship store/fuel dock properties?

A. I know that they did it.

Q. Okay. But you weren't involved with the process.

A. No. I think -- Laurie Hull I think was involved in that. I'm not sure.

Q. And Ms. Hull was the president at some point --

A. At some point.

Q. -- of the council of co-owners; correct?

A. Right. But, you know, all I was doing was working with slip rents. You know, nothing more.

Q. And doing your normal dockmaster jobs; correct?

A. Yeah.

Q. And do you know a fellow named Alben Neighbors?
A. Yes.
Q. How do you know Mr. Neighbors?
A. He lives in the condo association -- facilities. Has a dock slip. Yep.
Q. And how long have you known Mr. Neighbors?
A. Oh, I don't recall. I mean, he's been living there almost as long as I have, I guess.
Q. Since 1998?
A. I have no idea when he got there, but, you know --
Q. He's been there a while.
A. Yeah.
Q. And how about a fellow named Dan Nekola? Do you know him?
A. I know him, yep.
Q. How do you know Mr. Nekola?
A. Same situation, but he's a more recent owner.
Q. Have you had any discussions about this lawsuit with Alben Neighbors or Dan Nekola?
A. Nope.
MR. O'KELLEY: All right. So let me

ask a logistical question. We are about to start going through all this stuff. It's 11:45. How do you feel about starting and going through --

THE WITNESS: Whatever you want.

MR. O'KELLEY: No, sir. I'm just trying to -- whatever you want to do. I don't want to turn it into a forced march, but I'm happy to trudge forward, but it's a good breaking point, is my point.

THE WITNESS: That's fine with me.

MR. O'KELLEY: Okay. Do y'all want to take a quick lunch break?

(A recess transpired from 11:44 until 12:47.)

BY MR. O'KELLEY:

Q. Mr. Geiger, we're back on the record. We've got 137 documents so far marked in this case. We're going to go through this notebook. I have a feeling you're not going to know a lot about most of the documents that are in here. And if you don't know, just tell me you don't know and we'll move right along, okay?

A. Okay.

Q. Exhibit No. 1 is some replies to requests for admission. And your testimony earlier

today was that you've not seen any of the pleadings or discovery in this case; correct?

A. That's correct.

Q. So you've never seen this document before; correct?

A. No.

Q. All right. And you've never seen Exhibit B which I'll represent to you is the summons and complaint in the case by First South Bank against Tiger River. You've never seen that document; correct?

A. No.

Q. And you don't plan to offer any testimony about the documents contained in Exhibit 1; correct?

A. No.

Q. Have you ever reviewed the document Exhibit E to Exhibit 1 which is the master's deed for this property transferring it for $280,000 to Emerald Portfolio?

A. Never seen that.

Q. Okay. And then we'll just -- I'll just get you to flip with me, if you don't mind. Exhibit No. 2 is an email involving issues involving Sunset Caye and a fellow named Mike Yount

who works for Butch Clark. Do you have any recollection of this document back from 2012? Have you ever seen this document before?

A. Nope.

Q. Were you involved in any way in any negotiations with Mike Yount at Sunset?

A. No.

Q. Did you know of any negotiations?

A. Nope.

Q. And if you'll turn to the next page. Keep going one more. At the bottom there are various Bate -- these are called Bates label. If you'll turn to MC-3 there's a letter from Derek Dean to Glen Kirbo at Tiger River Capital and Law Firm Finance, LLC regarding negotiations. Again, you have no testimony to offer about that; correct?

A. I'm aware that there was some communication between Simon & Dean or -- between the council of co-owners and -- about collecting past --

Q. Due?

A. Past due -- what do you call them? Regime fees.

Q. Dues or regime fees?

A. But I never saw that document.

Q. Okay. And you don't have any information --

A. No.

Q. -- about what was going on with Sunset Caye at the time; correct?

A. Nope.

Q. All right. Exhibit 3 which is MC-5 through MC -- goes all the way to MC-11. I'll represent to you this is some information about the foreclosure against Tiger River Capital. I'll represent to you I've not seen your name on any of these email.

A. No, I didn't -- I don't know anything about it.

Q. Do you have anything to add about this document?

A. No. Where are we going to?

Q. We're just going to go in order. So I'll turn for you. And these were all marked in earlier people's depositions. For example, Exhibit 4 says McGuire.

A. Um-hum.

Q. This was originally marked in Mr. McGuire's deposition. If you'll turn to the next page, MC-13, it's an email from Collin Bruner

to Michael Sutton. Is that, do you know, Michael Sutton No. 1 that you mentioned or Michael Sutton No. 2? Because earlier today you said there's a Michael Sutton 1 and a Michael Sutton 2.

A. Yeah, there's two Michael Suttons. One -- and they've both been chairmans of the co-owners.

Q. Okay. Do you know who was chairman back in 2015, whether it was the first or the second?

A. 2015.

Q. Yes, sir.

A. Probably the second.

Q. Okay.

A. Michael Sutton No. 1 bought a boat and sailed off into the sunset.

Q. Do you recall when that was?

A. No, but you could see when he sold his boat slip.

Q. Okay.

A. Which was A -- A14, I think.

Q. On the next page it states that Derek has informed me that the master in equity sale of the ship store and gas docks has been rescheduled for 7-7-15. Does that refresh your memory as to

when the foreclosure went through?

A. That isn't -- you know, I was probably working for Gehring or something at this time. I was not involved in this.

Q. Well, I thought you came back as the dockmaster sometime in 2014.

A. I don't think so.

Q. Okay. When -- I thought you said '14. Was it '15 that you came back?

A. Let's see. It's been -- let's see. One year, two year. It's been three years to date --

Q. Okay. So --

A. -- to August 1st, I think, if I remember right.

Q. All right. So this is July of 2015. Would that have been about the time you were entering negotiations to become the dock -- re-up as the dockmaster?

A. Yeah.

Q. Okay.

A. Or -- yeah. August the 1st of '15 probably was -- I was getting ready to re-up.

Q. Okay. But you weren't involved in any of these negotiations --

A. No.
Q. -- or discussions in July of 2015 about the foreclosure; correct?
A. Nothing.
Q. Okay. Exhibit 5 down at the bottom.
A. Exhibit 5.
Q. Yes, sir. I'll flip it for you.
A. Exhibit 5. Okay. Now I got it.
Q. Down at the bottom there's an email you're involved with with -- the two email addresses you mentioned are ed@marinerscay.net and edgeiger73@gmail.com.
A. Um-hum.
Q. This is an email to you about annual sediment water quality test.
A. Okay. So this is -- what's the date of this? August '15.
Q. This would be probably right after you came back on.
A. Yeah.
Q. August 1. And it seems to be your request about past water quality tests for the past five, six years.
A. Yeah.
Q. Do you know if those tests had been

done the past five or six years?

A. I conducted them when I was -- two thousand --

Q. Up through 2010.

A. '06, '07 and '08.

Q. Right.

A. And '09, maybe. I don't think I did them in '10.

Q. Right.

A. I'm not aware that they were done and I don't have any records that they were done, but I don't know.

Q. It appears you're asking the board members for documentation about those tests.

A. Right.

Q. And you're asking if OCRM dispensed with or modified the requirement --

A. Right.

Q. -- you state you previously conducted. But to your knowledge, you never received proof that they were done for the five or six years you were not the dockmaster; is that correct?

A. That's right.

Q. And the response to that is from -- I haven't seen a response to this showing the tests.

Have you?

A. No.

Q. But again, nobody from DHEC, to your knowledge, said pull the marina permit because of that; correct?

A. No. I mean, I did have contact with DHEC at some point in time to make sure that we had completed whatever continuing information they need to have. And whether there was -- you know, I didn't know whether there was a continuing permitting process that needed to be followed or what. And the result was no, you know, that the permit continues in its form. We should do the testing and we should do a update to the operations manual.

Q. And have you since restarted the yearly testing?

A. I did them -- I've been doing them. I'm in the process of doing them now.

Q. Okay. And what about updating the operations manual? Is that --

A. I did a draft of that, but I can't complete it because you can't describe the physical land base facilities --

Q. Because of --

A. -- they're on.

Q. Is that because of this lawsuit?

A. That's correct. Or that's the way I look at it. Or what's happening with the fuel system and that kind of stuff. It's all listed in all these requirements that are in there as an outline document in their title for management practices.

Q. And has the board charged you with making sure the marina's in compliance with DHEC?

A. I'm responsible to notify them, the way I understand it, of any issues that would affect the permitting.

Q. Okay. And have you --

A. But I don't have any authority to deal directly with them. I go through the board for everything.

Q. And have you identified any issues that would affect the permitting in the last two years?

A. Well, the operations plan needs to be updated. There needs to be a office for the dockmaster. There needs to be resident recordkeeping of the permit available for all concerned. There needs to be -- there's a whole list of things that are listed in the permit.

Q. And have you voiced those concerns to the board?
A. Yes.
Q. Okay. And did you do it by email, or did you do it in a meeting? Where did you --
A. I do it -- I usually do it by e-mail.
Q. Or do you do it in your dockmaster's report too?
A. Both.
Q. But you're the person responsible, the board's tasked, for the water sampling.
A. I mean, they would have to approve whatever thing. But the water sampling, they told me to go ahead. I send them a note, say it's time to do the annual water sampling. This is what it costs.
Q. Do you -- is there a company that comes out and does it for you all?
A. I do the samples, and then I take them to the certified lab, Trident Labs. They're the only one to do fecal coliform with the proper protocol.
Q. And then they report the results to DHEC?
A. They report -- no.

Q. Or report to you?

A. They report to me. Then I got to make a letter. I got to do it 30 days apart. You know, morning and afternoon one day, morning and afternoon the next day. Wait 30 days, do the same thing, you know. They got to do fecal coliform tests, you know, and then they send me the results. I put it in a document. I submit three copies to the contact at OCRM and then it goes off into who knows where.

Q. Some storage facility somewhere --

A. Yes.

Q. -- or some recordkeeping somewhere. Earlier today -- if you'll turn with me to the next exhibit, specifically page MC-23, and then your signature's on MC-24. You stated earlier today that you came up with some list about ship store building repairs. Does this refresh your memory --

A. Yep.

Q. -- about those discussion? This appears to have been an attachment to an email from August of 2015, again, soon after you came back as the dockmaster. Tell me about the genesis of this ship store building repair suggestions and sending the email to the board, if you can. In other

words, what prompted you to --

A. They would have made a request. You know, what did I think it would cost to bring it up to speed.

Q. And your estimate was 115- to $138,000; correct?

A. But that's not dealing with the pilings.

Q. We need to hear from the -- it says on MC-22 we need to hear from the E-N-G period concerning the pilings.

A. Right.

Q. That would be the engineer; correct?

A. Right.

Q. And what did you determine -- how did you calculate the 115- to 138,000 to be the cost?

A. I just did a cost estimate based on my personal knowledge.

Q. I mean, you didn't send all this to a contractor or to request bids or something of that --

A. No, no. It's just a -- it's a estimate.

Q. Okay. And these were all areas that you noticed needed to be --

A. Addressed.
Q. -- addressed back in August of 2015?
A. Yep.
Q. And did the board say, hey, Ed, since you're back why don't you do an assessment of the buildings and what's going on, or did you do that yourself? I mean, were you asked to write this report?
A. I was asked. As I remember, I believe -- what's her name -- Laurie Hull and I spoke about it. And then there might have been some other people that they asked me what would it take to do it. And I think it was precipitated primarily because of this termite situation.
Q. What termite situation?
A. Well, I found termites under the building.
Q. Okay.
A. So I made a recommendation that it be treated, which it was done.
Q. Was there a termite bond on the building in any way, or do you know?
A. I don't think so.
Q. In other words, you didn't call Atlantic Pest Control and said, hey, we found

termites. Y'all had to -- they had to pay for out of pocket for whatever treatment they --

A. Yeah. There was no bond in place. And, you know, bonds are useless to wooden piling structures on low-lying land on Folly Beach. They're all covered by exceptions.

Q. Are the pilings, the damage you discussed earlier today, are any of that damage as a result of termites?

A. Could be. But it also could be just dry rot or it could be the treatment on the piling is so old that it's not effective anymore. I don't know.

Q. Okay.

A. There was a guy came out and looked, but he wanted money or something to do a report or whatever, and I don't think that ever happened.

Q. Money for a report from the termite guy as opposed to --

A. No, no, for a structural analysis.

Q. Okay. Do you know if any of the 17 items you listed on MC-23, if any of those repairs were actually made by the board?

A. The only thing that I'm aware of was we removed all the junk from under the building

because it was just -- it was a hazard. And we treated the termites. And other than those, if there was -- if there was a step area where the decking was dangerous, a board -- individual boards were replaced, but the deck was not redone.

Q. So of all this list --

A. Maybe three items.

Q. Three items. The junk was removed. Did they ever put in a concrete floor under the building?

A. Nope.

Q. Okay.

A. That's still not done.

Q. Okay. And then maybe repairs to some of the boarding if it needed to be repaired?

A. Yeah.

Q. But that's it.

A. Yeah. The concrete floor thing would be a nicety so that you could effectively use the space because it's wet, you know, not that it would be something that's necessary for maintenance.

Q. Besides this email and the attached MC-23, did you ever present this list at a board meeting or discuss it?

A. I don't believe so. I mean, I just

gave it to them, let them do what they want to do. My job was to --

Q. Come up with the list.

A. -- take care of the docks.

Q. Okay.

A. Not to make the decisions.

Q. Do you know if Mr. Farmer, after his entities bought the units, if he made any of these types of repairs, items 1 through 17 on MC-23?

A. I'll just go through them.

Q. Yes, sir.

A. No. 1, no.

Q. And No. 1, just for the record, says: Remove corrugated tin overhead and inspect beams for water damage and repair as necessary.

A. Yeah.

Q. That's not been done yet.

A. I don't think so.

Q. What about repairing decking on second floor as necessary with nonporous --

A. I don't think that was done.

Q. Hold on. Let me finish. Nonporous weather-resistant floor to prevent water from going through and eventually under the building.

A. Right. I don't believe that's been

done.

Q. How about replace decking on the first floor and step areas?

A. They did that.

Q. Okay. And then replacing all railing on stairs and ADA ramps.

A. They did the ADA ramp and some of the stairs, yes.

Q. Okay. What about -- it says No. 5. Same as item 4 for lower deck with plastideck surface.

A. I think it's the same.

Q. Okay. And how about No. 6?

A. They did do that.

Q. Okay. So they did replace the front steps of the porch.

A. Front steps.

Q. And the treads.

A. I don't know at the porch, but they did the steps.

Q. Okay. What repairing and replacing siding and fascia boards as required?

A. They did repairs and painting and caulking. They didn't do much -- much replacement, but they did some.

Q. Okay. And then caulk and paint the same color scheme.
A. Yep.
Q. All right. And then they did -- you said earlier they replaced --
A. Yep.
Q. -- repaired lattice, No. 9. Do you know if the deck under the AC unit was replaced?
A. I think it was, and they replaced the AC unit.
Q. All right. And you've already testified to No. 11. Deteriorated pilings need repair and reinforcement. That has not been done; correct?
A. No.
Q. All right. What about three windows on first floor? Were those replaced?
A. I think they -- I'm not sure. I think they replaced some windows, but I don't know if it was ones on the first floor or the second floor.
Q. Okay.
A. I'd have to go look and see if they were cloudy, you know. But again, that would be a nicety. That's not a requirement. They were fogged up, but...

Q. Were they fogged up somewhere in the glass?

A. In the glass, yeah.

Q. Okay. And then what about replacing the sliding glass door? Do you know if that was done?

A. They replaced it with a French door.

Q. Okay. And then 14. Separate the electrical systems for first and second floor units as they do not have separate services. Do you know if that was done?

A. I -- they've done some work. I don't know what they've done.

Q. Okay. And what about complete AC unit for first floor needs to be replaced? Do you know if they replaced it?

A. Yes.

Q. Okay. And then the condensate lines and floor drains need to go to sewer instead of to ground under building. Do you know if they were actually connected to the sewer?

A. No.

Q. And then we've already discussed 17 about the junk.

A. Yep.

Q. Okay. Thank you. The next exhibit seems to be an email from --

A. This is 7?

Q. Yes, sir. Some of the board members about the difficulty of -- in purchasing the ship store. This is in August of 2015. I think you testified earlier that you were not involved in any of those negotiations; correct?

A. No.

Q. In this document it does state at the bottom of the page that Sabal thought that the dockmaster should have an office and the restrooms must be maintained. And right now your office is out of your house; correct?

A. Correct.

Q. Okay. And then in here it says:

I think the majority of the board are against having the fuel docks as part of the HOA.

Do you know anything about that statement? In other words, why would they have not wanted the fuel docks to be part of the HOA? And I'm thinking the HOA here means the landward HOA. Because it says --

A. No. I think this refers to this board.

Q. Or is it for -- to the marina council

of co-owners?

A. Marina council.

Q. Okay.

A. Costs to redo it and liability.

Q. And you're aware that in this lawsuit the council of co-owners is saying that they do indeed own the fuel docks; correct?

A. Right.

Q. Okay. So --

A. I had the original manufacturer do a estimate of the cost to replenish -- to bring it up to speed.

Q. And do you know what that number was?

A. It's pretty expensive, but I don't know what the number is. It's in a quote from --

Q. Six figures?

A. -- MECO. No.

Q. Five?

A. Maybe -- maybe it is, you know, a hundred thousand bucks, but I don't remember.

Q. Do you know what's changed between August of 2015 and as we sit here today --

A. Nothing.

Q. All right. Let me finish the question. Because back then the majority of the board was

against having the fuel docks as part of the HOA --

A. Oh.

Q. -- and yet that's one of the allegations in this lawsuit, is that they are part of the HOA.

A. I don't have any information on that.

Q. Okay.

A. What they --

Q. What's changed. I guess we should ask Ms. Hull about that since she wrote this email; correct?

A. Well, there is one -- one thing that's been a issue.

Q. Yes, sir.

A. The fuel dock is where the pump-out for sewage is located. The dock is occupied by Mr. Farmer and his renter. Also, the fuel dock was a dock of last resort for safety reasons in the event of unfavorable currents and weather. So if somebody couldn't safely get into their slip they would go to the fuel dock. That alternative is not available to me, and I expressed concerns about that.

Q. To you as the dockmaster.

A. As a dockmaster.

Q. Not as a unit owner, a condo, a dockominium owner.

A. No. Well, it would be if I was the one trying to get in my boat slip in a bad situation and there's no place for me to hang out until I'm ready. That's where we used to go. That was the way we operated before. So it does have value for the -- you know, for that purpose. But to operate it as a gas dock, you would have to replace all the dispensers, some of the pump system and part --

Q. So the value in it is a dockage, not as a working fuel dock.

A. No. Well, you could -- selling fuel, you know, makes money.

Q. Sure. And again, do you know --

A. That's a good -- you know, I would like it if we had it, you know.

Q. Do you know the last time the fuel dock was operational selling fuel?

A. When Tuna Grill was there.

Q. Tuna Grill. Okay. So it's been quite some time --

A. Quite some time.

Q. -- since it operated as a functioning fuel dock --

A. Right.
Q. -- and sold fuel.
A. Right.
Q. And was that the reason for your getting the estimate to bring it back up?
A. Yeah.
Q. Okay.
A. I did that and I contacted the regulating agencies to see what regulations had changed. And that still needs to be reviewed, because there were certain pending changes that may have affected what you had to do and what you --
Q. And was that somebody at DHEC you called?
A. Right.
Q. Or OCRM, rather, to figure that out?
A. Yeah. There's a whole division that just deals with underground fuel tanks, you know. In fact, they contacted me and asking about the tanks because they didn't know who owned them anymore, and somehow they had my name. I was probably listed as the responsible agent.
Q. Or as the contact for or something of that nature.
A. Yeah, the last responsible agent.

Q. And has anyone from DHEC come out and said, hey, we're concerned about these fuel tanks, y'all got to take them out of the ground or anything?

A. I don't have any idea.

Q. Okay.

A. I mean, there was somebody who came out, and, you know, I indicated to them that, you know, Mr. Farmer was the owner of the tanks.

Q. So when did you -- to whom did you say that?

A. Whoever is the head of that division.

Q. Is it the underground storage tank division at DHEC?

A. Yeah. I'd have to look it up.

Q. Do you recall when that conversation took place? Sometime after August of 2015.

A. Yes. There was some concern about the amount of fuel in the tanks, because they were listed as inactive status, in which case they can only have two inches of fuel in them. And I measured it, and there was considerably more than that.

Q. How much more?

A. I really don't remember.

Q. Well, considerable is a --
A. Like 500 gallons.
Q. Okay. Which would be --
A. I mean, I could look it up, but I don't know offhand. I mean, I think there was a correspondence to that effect.
Q. Between you and someone at the underground storage tank division at DHEC?
A. No. With the board.
Q. Okay. And has the board done anything about those fuel tanks?
A. No.
Q. And do you know if anyone from DHEC has -- again, we've asked this question earlier -- issued any fines or warnings or anything about the fuel tanks to the Mariner's Cay Marina Council of Co-Owners?
A. I'm not aware of any.
Q. Okay. And the board hasn't told you we've been slapped with a violation, we have to pay X number of dollars; correct?
A. Nope.
Q. Exhibit No. 8. Are you looking at that one, sir, or are you still on 7? These seem to be emails regarding some information from Roger, whom

I think we have identified as Roger Camp, and some information on page MC-28 regarding various facts which were established by the Mariners Cay board which we as a board have not had the opportunity to verify. Do you know what kind of correspondence or facts Mike is referring to here?

A. Roger Camp had some discussions with -- this information comes from my being on the board of Mariners Cay HOA.

Q. Yes, sir.

A. He had some correspondence with Sabal. I forget the lady's name. And there was some people on the board who wanted to look at the possibility of maybe the HOA, condo HOA might want to purchase the building. And --

Q. After the foreclosure.

A. After -- when Sabal had it, right, right.

Q. Yep.

A. After foreclosure. And they also were wanting to know what it might become. That was their concern, you know. Is it going to do something that's going to damage the privacy of the HOA by increasing the amount of business coming in. And so there were discussions. I would have to say

they were, you know, informal between Roger.

And, you know, nothing ever really officially became -- came out of it other than the people who looked at the building from Folly Beach did come to the board and say that, hey, you know, we might want to buy this. We want to make it an office building, you know. We might -- you know, how do you feel about that. And there was a meeting to that effect, and...

But that's -- other than talk between Roger over the phone, I'm not -- I'm not aware of any firm negotiations or agreements between the HOA and Sabal, if that's what you're asking for.

Q. Well, and just if you had any information. Your information about it would have been as your duty or office holding on the HOA board --

A. Yep, yep.

Q. -- not as a dockmaster at the marina.

A. That is correct.

Q. If you'll turn with me to the next exhibit, No. 9. And it goes MC-29, MC-30, 31 and 32, describing basically trying to come up with a plan for the building, and I guess that relates to the testimony you just gave. It also talks about

an easement. And then there's a statement in these documents that someone wrote:

I do not agree with the statement that it is our opinion the ship store has more value than a residential condo.

Do you remember discussions about the building being a residential condo at this time back in September of 2015 from either -- I'll ask it as the dockmaster or as your service on the HOA board.

A. There were discussions about different -- the different uses that might be and how it would impact the condominium traffic and parking.

Q. And I forgot to ask you this earlier, but there's been some testimony in this case that at one point there was sort of a room for rent in the ship store. If someone was overnighting at the dock and, say, didn't have a berth on his or her boat they could spend the night at the ship store for a fee. Do you remember if that actually occurred?

A. Yes.

Q. Okay. Was there a room for rent, or how did it --

A. Well, all I can tell you is what -- when we took over the marina there was nothing up there but two rooms and a toilet, okay? We -- my wife and I, in order to supplement the income stream, which was already negative, did put in -- we redecorated, put in a bed and a pullout couch, put in a counter, put in a sink, put in a dishwasher. There was no cooking facilities. It was more like a motel room for rent, okay? There was no --

Q. No kitchenette or anything of that nature?

A. No. Just a hot plate.

Q. Okay.

A. And a -- we called it the captain's quarters. We put it on our website, and people would stay up there like a motel room.

Q. And do you know what the cost was to rent the captain's quarters per night?

A. No, I don't remember. Like 150 bucks a night or something.

Q. And did it supplement the income stream?

A. Yes, for the ship store.

Q. For the ship store. And --

A. But it only consisted of two rooms.
Q. And could sleep how many people?
A. Well, you could put one couple in a bed and one couple on the pullout couch. That's about it. So that was a matter of personal preference.
Q. Sure. That was during your original tenure as the dockmaster; correct?
A. Right.
Q. 2007 to 2010.
A. Right.
Q. And do you know if the captain's quarters continued in use after 2010?
A. Well, what happened in 2010, when -- you know, basically we were evicted by the Tiger River or -- they came -- they came in and changed it from a one-bedroom efficiency, so to speak, into a three-bedroom apartment by taking the common area that was in the ship store and flooring it over and increasing the size of the upstairs from 784 -- I'm using -- you know, I'm not sure that's the correct number. But it's like 700 square feet, 800 square feet to a full three-bedroom apartment.
Q. And did they rent that out on a regular basis, do you know?
A. It was rented to some -- basically

looked like students to me -- I mean, I wasn't a party to it -- for maybe a year.

Q. But long-term tenants, not nightly.

A. That's correct.

Q. And do you know how long that --

A. I think it lasted until --

Q. Until the foreclosure?

A. -- the foreclosure. And then after that there was a period of time when it was kind of like a flophouse for the friends of the dockmaster guy, whoever it happened to be at the time.

Q. He just let people stay there?

A. Yeah, that's what I suspect based on the condition I found when I came back in.

Q. What condition did you find it in?

A. Well, it wasn't in very good shape. Put it that way. Liquor bottles all over the place, wine stains, other non-too-nice things.

Q. It had been ridden hard and put up wet, as we like to say?

A. Yeah.

Q. And so that's your knowledge of captain's quarters and then the apartment and the tenancy; correct?

A. Right.

Q. Up until the time Mr. Farmer's two entities bought it.

A. Right. Long time ago, you know, as I remember when I first got there like in the late '90s, it was just like a captain's lounge, you know, where people could hang out. But the marina was different then because everybody was renting a slip.

Q. Right.

A. Yeah.

Q. When you say captain's lounge, it functioned more as a bar than anything else?

A. No.

Q. Or like a clubhouse?

A. Clubhouse. There was no bar. We had a on-premise beer and wine license. So, you know, there was no -- you know, we'd main -- you know, got that license and made money from that, so...

Q. 2007 to 2010; correct?

A. Right.

Q. The next exhibit is Exhibit No. 10. Did you know that Sabal was trying to market the property back in December of 2015? And if you'll turn over -- and this might refresh your memory. It says -- this is Mr. Bruner at Sentry Management

saying he had been contacted by a fellow, Jamie Williams.

A. Yeah. He's the guy that was a real estate fellow.

Q. And is he one of the people you showed around?

A. Yeah. They're the ones that wanted to make a office building out of it.

Q. Okay. And ultimately he did not purchase the property; correct?

A. Yeah. I think, you know, between the HOA at the marina and the HOA at the other one, putting in another different type of use was a hard thing to sell.

Q. But he's the gentleman you testified earlier to who was one of the, quote/unquote, real estate guys from Folly Beach?

A. Yeah. I forget the name of his firm, but that's him, yeah, Jamie Williams.

Q. Okay.

A. Or he was the agent for them.

Q. Do you know if he is a real estate agent?

A. I think so. I think --

Q. Is he the one whose office is above

Avocet on Folly Beach?

A. No.

Q. No. That's somebody else.

A. I think he's over there -- he's across from the Walmart on Folly Road, but he's somehow tied into the property manager's company that's in the Avocet building.

Q. Okay.

A. So he was kind of like acting as their agent, this Jamie Williams. He's the fellow from -- what do you call it? Rogue Motion.

Q. What is Rogue Motion?

A. Boat storage place.

Q. Okay. But you recall either he or his clients were thinking about --

A. They came out. I let them in. I showed them around.

Q. They were thinking about purchasing, and one of their options was going to be to turn it into an office of some sort or an office building of some sort.

A. Or tear it down and build something new.

Q. Exhibit 11. These some emails between the board about restrictions for the ship store and

some changes they wanted to see kind of restricting the way the ship store is used. Do you know if anyone ever voted on any amendment restricting the ship store's use?

Because I'll represent to you on the next page there's an email from Mr. Stringer who's an attorney here in town, Rick Stringer's office with a proposed amendment limiting the uses of the ship store. Do you know if that was ever voted on in April of 2016?

A. I know that it wasn't voted on.

Q. Okay. Do you know why?

A. Dolph Farmer objected. Or he was there in the meeting, as I remember, and they were trying to make this vote and it got tabled. I don't remember exactly who made the specific motion.

Q. And do you know if it got tabled because they found out Mr. Farmer had -- his two entities had just purchased the property or why it was tabled?

A. I don't -- I don't -- I don't remember why.

Q. And the next item --

A. I think it might have been the way the thing was written. It was not very clear.

Q. Well, turn with me to Item No. 12, Exhibit No. 12. That, I'll represent to you, is a draft of an amendment with some restrictions. Do you know if you've ever seen this document before?

A. I've never -- well, let's see. What's the date on this?

Q. It's not dated. It was drafted sometime in the spring of 2016, we think, and was never voted on.

A. If I saw it, I saw it at that meeting where it never really came up to vote.

Q. Where you said it was tabled and not voted on; correct?

A. Yeah. That's what I remember.

Q. Yes, sir. And then the next exhibit, Exhibit No. 13, discusses a conversation between Mr. Sutton and Mr. Farmer who is described as the potential buyer who is under contract to purchase the ship store and wanting to know if he should come to the annual meeting. Do you know if Mr. Farmer actually came to that meeting?

A. Yes.

Q. Okay. And were you at that meeting as well?

A. Yes.

Q. And were you there in your capacity as a dockominium owner or dockmaster or both?

A. As a owner.

Q. As an owner. And it says in this email in May of 2016 that Mr. Sutton had some concerns about Mr. Farmer being there. And this is at the bottom of page MC-46. At the bottom right around here.

My concern is that having him attend would hinder people from speaking frankly about the ship store, especially about any interest we may have in purchasing it.

So it seems to me in May of 2016 the council of co-owners was still thinking about purchasing the ship store. Is that your understanding?

A. I was not a party to any discussions about -- about that.

Q. Okay. Exhibit 14 just seems to be passing on contact information from Mr. Farmer by and between Mr. Heatley and Amanda. Do you --

A. Yeah. She called me and asked me who was Dolph Farmer. And I said, well, he's the guy that's looking at buying the building.

Q. And did you say he's one of the people

I've shown around out here?

A. Yeah. And so she didn't know who he was. And he was trying to get, as I remember, records about utility costs and different things like that.

Q. Exhibit 15 is an email from Roger Camp regarding some language on use restrictions. You testified earlier that the larger HOA did have some concerns about the use of the ship store, at least when you were on the board. And then it mentions a 2002 agreement. Do you know what 2002 agreement this is referencing?

A. 2002.

Q. This is on page 5 of the 2002 --

A. I just got to get 2002 back in my brain.

Q. Sure.

A. Okay. There was an agreement -- a parking agreement which was recorded to the Mariners Cay HOA deed giving certain parking spaces to the marina in a certain area of the parking area, meaning -- because there was a conflict. There was always a conflict from day one about parking when it was a commercial marina. And we had maybe 50 percent live-aboards.

Q. And when you say a conflict, a conflict between the people who owned condos on the land and people who were coming to use the marina or --

A. Over parking.

Q. Over parking. Okay.

A. Yes. Because if you've got 30 boats and you've got two people living on them, they both have a car, you've got 60 cars, you know. The slips that are allocated to the marina is only 30. So when they condoed it, the parking issue sort of went away. It's only a problem on holidays now, not every day.

Q. Okay.

A. But there were several amendments to the HOA agreement as the marina changed hands from -- Tom Wilson owned it originally when I first came there. And then I had a contract to buy it one time which we backed out on. And then Greg Smith bought it. As part of the agreement with Greg Smith to take over the marina, that's when there was this parking agreement that says -- and in the master deed for the HOA it says that it's an easement into perpetuity, but it also gave them the rights to all the parking if you look at it, if you -- you can interpret it that way. So this was

supposed to clarify those issues, is the only thing I know of.

Q. And the land side HOA is not a party to the lawsuit that brings us here today, are they?

A. Not that I'm aware of.

Q. And you -- well, I'll represent to you that they're not, but --

A. Yeah. But it's always been an issue about what can you -- what can they do with that building. That's been a concern by the HOA. They don't want anything that's going to create a lot of traffic.

They already had that -- you know, had a problem with the current designated use, which is a ship store, which they have -- got rid of by having this agreement to parking that's limited to this amount.

Q. Is there less traffic with the building being used residentially?

A. I don't know. Dolph Farmer has five cars now. So that -- out of the 33 spaces available for the whole marina. So yeah. It's not a problem on a day-to-day basis; only on a holiday.

Q. And you're talking about the holidays --

A. July 4th, Labor Day.
Q. Memorial Day.
A. Yeah.
Q. The summertime holidays; correct?
A. Right. And it may not all be associated with the marina. I can't tell where the people -- coming and going, you know what I mean?
Q. Right. But do you as the dockmaster have to tell people, hey, don't park there, you've got to move your car. Do y'all have to have people towed or anything of that nature?
A. Well, I have the responsibility without any authority, yes.
Q. Okay.
A. Towing is not so easy, either on the water or by land, you know, as a legal remedy.
Q. Sure. Have you actually had to tow cars there?
A. Only threaten.
Q. Okay. And then people move their cars somewhere else.
A. Yeah. And mainly it's trailers that -- people with boats on trailers, because then they take up four to five spaces.
Q. Yeah. Exactly. Yep. Exhibit No. 16

seems to be emails between Laurie and Dolph and Roger Camp about trying to -- working some solution between the HOA and the council of co-owners and Mr. Farmer. Were you involved in any of these discussions?

A. Nope. Only if they would come to me and ask me a specific question, you know, what I thought about -- you know, what did I think about this or what did I think about that.

Q. Who is he, Mr. Camp or --

A. No. I said if any of these people came to me and asked me a question as a dockmaster about this or that, like the fuel or whatever, I would give them an answer, but I wasn't involved in any negotiations.

Q. Okay. And same with Exhibit No. 17 involving a potential offer to Mr. Farmer. You weren't involved in that; correct?

A. No.

Q. All right. Exhibit 18 is, again, about potential offers to Mr. Farmer. Again, you had no involvement with that; correct?

A. No.

Q. Were you aware that at one point there was a potential offer being -- possibly being made

to Mr. Farmer? Did you know about that?

A. I only know that they were trying to negotiate something, but I'm not aware that anything came to pass.

Q. Okay. And Exhibit 20 is, again, more discussions about offers. And Mr. McGuire, at the top of that email, states that he is not above the law even though he thinks he is. He's referring to Mr. Farmer. Do you have any information about Mr. Farmer being above the law?

A. No.

Q. Or thinking that he's above the law?

A. No.

Q. Did Mr. McGuire ever tell you that Mr. Farmer thinks he's above the law?

A. No.

Q. And again, Exhibit 21 with the options to buy -- for 140,000, buy the fuel docks. And again, you have no information about that; correct?

A. Nope.

Q. And then you weren't involved with Mr. Camp's discussions about limiting parking at the condo or anything of that nature as discussed in Exhibit 22; correct?

A. Where is that? I am not aware of that,

but let me see what it says.

Q. At the very top Mr. Camp said:

David, One reserved parking space per condo unit and each condo is limited to two on-site vehicles. This is consistent with the MC parking rules and regs.

A. Those are the regulations on site.

Q. Okay. And it seems to be confirming the regulations in connection with the offer which you weren't involved with; correct?

A. No.

Q. And then Exhibit 23. Mr. Nauheim is discussing giving Mr. Farmer four reserve parking spaces. Do you know that ever happened?

A. No. I'm not aware that there are any reserved parking spaces.

Q. Okay. And you're not aware of the board putting any options like these on the table with Mr. Farmer; correct?

A. Nope.

Q. And then we'll do Exhibits 24, 25. Again, it seems to be more discussions about the offers going back and forth. And Exhibit 26 is the same. Again, you had no discussions, no knowledge; correct?

A. No.

Q. In fact -- hold on a second. Exhibit 26, the last page of that. And these are the way the documents came to us. It says November 10, 2016, Mariner's Cay dockmaster report, Ed Geiger. That's your report; correct?

A. Yep.

Q. And how often -- do you write those monthly?

A. I write them whenever they request them.

Q. Okay. And when you say --

A. But it's about monthly, yeah.

Q. When you say they, you're talking about the board?

A. Amanda sends me an email, says we need a dockmaster report. I send a dockmaster report that describes what we're doing.

Q. And this states on here that there's no -- at the bottom under continuing issues. We have no way for boats to access the waste pump-out system. You've already testified about that today, have you not?

A. Yep.

Q. And no power and water for the gas

dock; correct?

A. That's correct.

Q. And is he still using connections from other slips on C dock which are empty?

A. Yes.

Q. And again, you say you distributed copies of the OCRM permit to the board. It is not recorded with the amended master deed. There is a section for it but it is blank. This needs to be updated. Action on this is still pending. Who will take this action? Do you know if that action has been taken?

A. Nope.

Q. No, you don't know or no, it hasn't been done?

A. It hasn't been done because we can't complete all the paperwork.

Q. And that's how you -- what you testified about earlier today.

A. Yeah. I mean, they could show up and say I want to see your manual, you know, but first they've got to find me.

Q. But you have a manual in place that just needs to be updated, or is there no manual in place?

A. There is a manual, but it goes all the way back from when it was a commercial marina.

Q. Sure. It doesn't --

A. So that's what I pointed out to the board. This goes all the way back to when it was a commercial marina. We're a different entity. We have a different physical plant. We have different -- different everything. And it needs to be documented. I don't know that there's an issue with the way we operate, but --

Q. It just doesn't reflect what's going on out there.

A. It doesn't reflect what's going on, and that's what the regulation says it should do.

Q. And which is why you said it's required every five years.

A. That's what the guy at OCRM told me. It should be updated every five years.

Q. And it hasn't been updated since 1992; correct?

A. It hasn't been updated since -- whatever shows up in the original master deed.

Q. Well, it says in your dockmaster's current manual it's for a permit in 1992.

A. Right. So that's -- I pulled that out

of that documentation.

Q. Okay. And to your knowledge, it hasn't been updated --

A. No.

Q. -- since that time. And do you know when the power and water and pump-out station for the gas docks was first made unavailable?

A. Not really, but I could hazard a guess. It's been about two years.

Q. Was it before or after Mr. Farmer's entities purchase?

A. Well, it was about the same time. Because he had rented a boat slip, and he moved his boat from his rented boat slip to the one on the end.

Q. Okay.

A. And then the boat slip that was where he had rented came up for a tax sale and somebody bought it.

Q. Exhibit 27 again says at the top -- Mr. Bessent says that we are very -- it's the third line in. I think we are very far apart with Dolph. Again, your testimony is you don't know what he's talking about; correct?

A. No.

Q. Okay. And Exhibits 28, 29, 30 all seem to be related to trying to get a meeting scheduled. You don't ever go to the board meetings unless you're required to be there; correct?

A. Unless I'm requested.

Q. And then 31, again, no testimony about any offers to Mr. Farmer; correct?

A. No.

Q. And 32 seems to be trying to schedule a meeting. Same with 33, 34. 34 relates to two proposals for reserve studies in December of 2016. Were you participating in those requests for reserve studies?

A. No. All I remember -- I remember something about a reserve study.

Q. Let me -- this might refresh your memory. If you turn to page -- Exhibit 35 there are some -- 35 and --

A. Yeah. Now --

Q. That might refresh your memory about what was --

A. Yeah. These people contacted me and asked certain questions.

Q. Okay. And do you know if a reserve study was actually commissioned and paid for by the

board?

A. Do not know.

Q. Because this appears to be the proposal for a reserve study sent to Amanda Barnes by Miller Dodson. I'm talking -- it begins at MC-167.

A. I think I was contacted by a different firm. They may have had more than one quote.

Q. Okay. And because if you go down to where it says MC-176 at the bottom of that exhibit, this seems to be a proposal from a crowd called Reserve Advisors. Does that ring any bells?

A. No.

Q. Do you know the last time the board did a reserve study --

A. No.

Q. -- for Mariners Cay? Have you ever seen a reserve study?

A. No.

Q. Do you know what a reserve study is?

A. Yes.

Q. Tell me what a reserve study is.

A. It's an analysis of reserve funds necessary for the continued operation of the -- of the entity in the event of certain happenstances.

Q. And would general repair and

maintenance be part of a reserve study or not?

A. It would be part of an annual budget, but it would not, you know -- it would be -- it would include insurance and other stuff.

Q. Do you know if there was ever --

A. I think I gave them a -- I gave them a copy of the reserve study. Or I sent somebody a copy of the reserve study from Ashley Harborage, is about all I remember from this.

Q. Well, tell me about where -- how did you obtain a copy of Ashley Harborage reserve's study?

A. It's online. It's on the Internet. And, you know, their manual -- I was looking at revising our manual, and the way they got their manual structured is very good. And then part of it also led into the reserve study. So it's just online.

Q. And do you know -- again, you don't know if a reserve study has ever been done for Mariners Cay.

A. I don't know.

Q. There could be one. You just don't know.

A. There could be one. I don't know.

Q. Did anyone on the board tell you why they didn't do a reserve study?

A. I don't remember talking to anybody about the reserve study.

Q. Exhibit 36 appears to be your dockmaster's report from December of 2016. Do you remember writing this?

A. Yep.

Q. Okay. And again, it's continuing issues. Those seem to be the same continuing issues you had on a prior report; correct?

A. Yep.

Q. Exhibit 37 is a January 2017 email from Mr. Bessent to the board members. You weren't on this email; correct?

A. No.

Q. And the same with Exhibit 38, 39, all the way through Exhibit 44. It all seems to be about trying to schedule a meeting. Same with 45. You weren't at any of those board meetings, were you, sir?

A. No.

Q. Exhibit 46. You testified earlier about some -- having some issues with Mr. Farmer and boat trailers and things of that nature. Does

this email from January of 2017 refresh your recollection about those issues?

A. Yep.

Q. All right. It says:

Dolph's son's boat and trailer has been on the patio by the flagpole again for the third day now.

Did you -- were you required to do something as a result of this email?

A. No. What I do is notify the board that it's there, and then they notify him through Sentry Management.

Q. Okay.

A. Again, I don't have any mechanism to enforce anything.

Q. You're just the eyes on the ground to say, hey, there's a violation.

A. Messenger.

Q. And then the next exhibit, Exhibit 47, this is a draft of the Mariners Cay ops manual that you were updating; correct? It says:

Ed Geiger has attached the following document: Mariners Cay ops manual draft.

And is that the same draft that is incomplete today?

A. Yeah.

Q. And you were updating it as a result of the requirements from DHEC; correct?

A. Right. The way I interpreted them and what the guy said, we should have a current operations manual.

Q. Because the prior one from 1992 hadn't been touched --

A. No.

Q. -- to your knowledge.

A. No, it has not been touched.

Q. Exhibit 48 says there needs to be an urgent meeting. You weren't -- again, never part of a board meeting; correct?

A. No.

Q. All right. So that will take us to Exhibits 48, 49, 50, 51. There is no Exhibit 52. 53, 54. And that takes us up to Exhibit 55. This is from January of 2017 about Dolph put a boat trailer on the patio area yesterday. I just checked now and it's still there. Again, you stated a minute ago you don't have any enforcement mechanisms or ability to levy any fines, do you, Mr. Geiger?

A. No.

Q. And do you know if there was a fine actually assessed against Mr. Farmer, or we'd have to ask the management company about that?

A. Yep.

Q. And there's more discussions about -- from the board about $250 is unnecessarily inflammatory, and please proceed with the fine. And that's all we have related to those issues. Again, you weren't involved with the fining aspect; correct?

A. Nope.

Q. Okay. And again, you testified earlier you don't have anything to do with the collection of the dues.

A. Nope.

Q. And were you part of any discussions with Mr. Barr and a lawyer whose last name is Duggan related to any issues that bring us here today?

A. No.

Q. So that takes us to 60, 61. Exhibit 61 is some research that Mr. Nauheim did about easements. Have you ever seen this document before?

A. No.

Q. And no discussions with Mr. Bessent about any claim for an easement over the ship store. Have you had any of those discussions?

A. No.

Q. And then were you at any meetings as referenced in Exhibit 63 and 64 with the condo HOA and Dolph's attorney?

A. No.

Q. And your attorneys. And again, we've said until you're blue in the face. You have not had any discussions with offers by and between Mariners Cay and Mr. Farmer; correct?

A. No.

Q. And again, no discussions about collections against Mr. Farmer or his entities for nonpayments; correct?

A. Now where are you?

Q. I'm all the way up at Exhibit 67.

A. No.

Q. And Exhibit 68 is more discussions. Do you know who a lawyer named Paul VanWagenen is?

A. Name's familiar, but I don't know why.

Q. You weren't involved in any discussions with Mr. VanWagenen or James Duggan or Capers Barr --

A. No.

Q. -- about anything concerning the HOA or the Mariner's Cay Council of Co-Owners; correct?

A. No. Oh, Paul VanWagenen. Yeah, I know. He was the attorney for the HOA, Mariners Cay Homeowners' Association. Mariners Cay Racket & Yacht Club homeowners. Yeah, now I remember his name, yeah.

Q. But again, you weren't involved --

A. No. I was off the board by the time this occurred.

Q. Exhibit No. 69 discusses potentially taking on a fellow named Robert Rourk who ran the marina and ship store. Who was going on with you in April of 2017 vis-à-vis the board and running the ship store, if you recall.

A. Well, probably trying to negotiate a new contract. I don't know. They might have been looking for a different alternative.

Q. But you were the dockmaster --

A. Yep.

Q. -- in April of 2017. Okay. And no one, to your knowledge, had expressed any displeasure with your services, had they?

A. No.

Q. And do you --
A. But there was a question about whether I was going to continue.
Q. That was going to be my next question. Had you already given them some sort of indication that you wanted to scale back on what you were doing?
A. Right. But I worked out a -- I hired another guy to help.
Q. And Exhibit 70 said Mr. Rourke says no, but then -- let me find the exhibit. Anyway, we'll get to it. There's an email in here. Skip to Exhibit 72. You mentioned earlier that sometimes y'all move boats out to the fuel docks.
A. Um-hum.
Q. About -- you know, depending on tides and conditions. Do you recall what happened --
A. Yes.
Q. -- in April of 2017 --
A. Yeah.
Q. -- regarding a guy named Kevin Rearden? Tell me about that incident.
A. It was late evening, like maybe 5 or 6 o'clock, as I remember. And Kevin Rearden asked me if he could leave the boat at the gas dock. I said

yes, because he had somebody coming who wasn't familiar with the boat and who had never operated it before.

Q. Okay. And you told him he could do that?

A. I told him he could do that.

Q. Okay.

A. It was just going to be there like until the next morning, overnight. They got -- it wasn't in use. I think I got that liberty with anybody's dock, not just the gas dock. But the guy was coming to pick the boat up the next morning. I said it's okay.

And then I got a phone call from Mr. Farmer, you know, saying that you wouldn't do that to anybody else. Well, that was not true. I would do it to anybody else. And --

Q. And the board ended up paying Mr. Farmer for the dockage?

A. Yep. I offered to pay it myself out of my pocket. You know, it just was -- you know, it wasn't -- if you've got a safety issue, it's a safety issue. You do what you've got to do.

Q. And have there been any other issues since that time about using the fuel dock?

A. Well, there were other issues I think before this where he'd complained that I'd let somebody hang out on the end of that dock because they were concerned about getting into their slip or had engine trouble or whatever.

Q. Sure. But other than this incident --

A. No.

Q. -- where the board paid --

A. No, no.

Q. -- do you recall any other incidents --

A. Nope.

Q. -- after this date?

A. Nope. There's no place. There are two boats out there now, and there's no room to put anybody. So now I've got to use somebody else's dock.

Q. Exhibit 73 mentions a fellow named Randy. Is that the person you brought on?

A. Yep.

Q. And what is Randy's last name?

A. Smith.

Q. Okay. And according to some earlier testimony in this case the board has hired your LLC, and Randy works as an employee of your LLC?

A. No.

Q. Tell me how it works.
A. I made him a member of the LLC.
Q. Okay.
A. Because they -- I mean, you had to see the contract. The contract, I really -- appears to put a lot of responsibility on me. But if you read it carefully, really my responsibility is to report to the board if there's these issues.
Q. Sure.
A. Not that I'm responsible for the issues.
Q. But you'll identify them and tell the board about them.
A. Right. So -- but the way it's written, nobody wanted to insure me. So I had to, you know, have my LLC set up and I had to make Randy 49 percent owner of the LLC and I split the duties with him.
Q. Got it.
A. And we can get it covered under my existing liability insurance.
Q. Insurance. Okay. And you all, in Exhibit 74, 75, seems to be, worked out a --
A. Yeah. I gave them a higher price than they liked. And then I said, well -- we cut it

back a little bit, and then I brought Randy in.

Q. Okay.

A. Because we were going to be traveling.

Q. And again, Exhibit 76. You had nothing to do with the day-to-day administration of the council of co-owners; correct?

A. On what, 77?

Q. 76.

A. 76. No, I don't have anything to do with the day-to-day operations of it.

Q. Exhibit 77. Mr. McGuire sent out an email in May of last year about a front page article about Sunset Caye. Do you know what he was talking about in the front page article about Sunset Caye? Because it's my understanding, Sunset Caye, they operate sort of a bar and restaurant across the way and...

A. Yeah. I mean, yeah. Sunset Caye had nothing to do -- they have what they called the ship store, okay, but basically it's a private club/bar.

And then they had a issue with the regulatory bodies because they were operating over the water. Because it's actually on top of the dock, not on the land. So, therefore, they have a

nonwater-related activity above the state plane.

Q. Got it. Which is different from your situation. Not yours, but Mariners Cay's situation.

A. Right. Ours is on the land, and we had a -- you know, we operated with a regular license when we ran the ship store.

Q. Exhibit 78, 79 and 80. We've discussed these earlier today, but this appears to be emails and lists of the owners at Mariners Cay. Have you seen basically some version of Exhibit No. 80 from time to time?

A. I really haven't done -- been involved in this.

Q. Yeah. But this is --

A. Yeah, yeah, I get this from Amanda when I request it.

Q. Right. That's what I was going to ask about, is that you mentioned earlier you could get a list from Amanda. Is this a copy or an example of those lists you get from Amanda?

A. Right. And I update it into a Excel spreadsheet so that I can put in other things like renters, how big is the boat.

Q. Name of the vessel, things of that

nature?

A. Phone numbers. Because there's no phone numbers here.

Q. Right. It's got email addresses, but you --

A. Some. Maybe 50 percent.

Q. Some. But do you go and try to get phone numbers added to your list?

A. Phone numbers, right. And then we have -- some of them have tenants.

Q. Okay. And you testified earlier -- Exhibit 81 -- you've not been involved in any way regarding the lawsuit; correct?

A. No.

Q. Okay. And Exhibit 82 seems to be more about hiring on Randy and salary and payment. What did you all eventually settle on for Randy's compensation in terms of what increase per month?

A. It's 3750 a month. Whatever that is.

Q. $3,750 or $37.50?

A. $3,750 per month is what we settled on.

Q. Okay. And that's for both of you for an entire year?

A. Right. But that's -- you know, it specifies five days a week --

Q. Sure.

A. -- eight hours a day. But we're on call all the time. And then I'm looking at it 24/7 from my porch. So if I see there's an issue, I have to go take care of it.

Q. Because in this email from Mr. McGuire at the top:

Ed will be doing is the -- and it says is the monthly report, which except for emptying the trash that's all he does now.

From your testimony here today I think you do a little bit more than just a monthly report and empty the trash; correct?

A. Yeah, yeah. Where's that?

Q. (Indicating.)

A. Oh. He can take the job. He's retired too.

Q. But from your testimony today, you would agree with me that you do more than just a monthly report and emptying the trash.

A. Right. It's a floating trailer park.

Q. The marina is. And let the record show that was not in response to any question. I'm just kidding.

And then Exhibit 83 seems to be

discussing payments to you as well. Also, Exhibits 80, 84 and 85. And Exhibit 85 says 3750 is a good compromise. I vote yes. And that's the agreement y'all have had ever since; correct?

A. Yep. And we just renewed it, I think.

Q. That was going to be my next question. Did you renew it for August --

A. I think so.

Q. -- of this year?

A. I got an email, said it was approved, but I don't have a signed contract or my initial payment in advance.

Q. And are those requirements under the agreement?

A. Yeah.

Q. That it be signed and that it --

A. Well, yeah. You've got to sign the agreement. But yeah. Pay the 3750 in advance.

Q. Turn with me to Exhibit 90, because we've --

A. 90.

Q. Yes, sir. It says 7-15-17. Walk the docks with Ed. Do you know whose notes these are?

A. It's got to be Tom Bessent's.

Q. Okay.

A. He's a surveyor, so he takes good, nice notes.

Q. On the next page at MC-659 there's a star that says: Disabled Dolph's fobs. Did you participate in any discussion about disabling Mr. Farmer's fobs?

A. No.

Q. Even though it says these were notes from walk the docks with Ed.

A. No.

Q. You didn't discuss disabling fobs at all.

A. I don't recall it.

Q. Do you know if Mr. Farmer's fobs were ever disabled?

A. No. He disabled the fob system.

Q. Well, that's another story, but at this time do you recall --

A. Nothing was ever disabled.

Q. Okay. And then if you'll turn to Exhibit 91 there's reference to the phone gate box. Is that what you were just referring to when you said he disabled the system?

A. Yes.

Q. Okay. And that was in July of last

year?

A. Yes. That's not -- it's not -- doesn't have anything to do with the phone, but it's a gate system and an intercom. I guess you might call that a phone.

Q. And Mr. Farmer calls it in his email phone/gate box, but you're saying it's more of a security access system; is that correct?

A. Security access and intercom.

Q. And what security system is in place now?

A. A mechanical cipher lock.

Q. How's it work?

A. Three-digit code. Press 214.

Q. So you give out that code to the owners?

A. (Witness moves head up and down.)

Q. And they can give it out to whomever they wish?

A. That's right.

Q. And do you know how long the entry was without a security system? In other words, how long it was just wide open?

A. No.

Q. A week, two weeks, a month?

A. Maybe a week or so. Maybe two weeks, at the most.

Q. And were there any problems as a result of the -- there not being a -- sort of controlled access?

A. I mean, the only thing is, you know, vacationers going down there and being on the dock and being a liability.

Q. And would you tell them, hey, y'all can't be here?

A. Yeah. I've got to watch it all the time. That's another one of those things I don't do, I guess.

Q. But does that happen on a fairly regular basis where people just come out on the dock even though they're not an owner?

A. That's right.

Q. Or go into --

A. There's a big sign, you know, boat owners and guests.

Q. Yeah.

A. It doesn't matter.

Q. It doesn't matter. People walk down there.

A. Right. And then because it's a gate in

an exterior environment, it doesn't always close properly. So, you know, they don't necessarily have to have the code because, you know, it's not a secure system and there's no monitoring.

Q. That was going to be my next question.

A. Video.

Q. You don't have somebody there watching it or a video monitor, do you?

A. Well, no. I mean, in the past, you know, we were -- had a place to -- where you could watch the marina so you can watch it a little better, watch the gate, but...

Q. And the name of your LLC -- I forgot -- is it still Folly River Management, LLC?

A. That's correct.

Q. Go to Exhibit No. 95, please. This seems to be your management agreement from July of 2016. I don't see a signed copy. But do you know if this is substantially --

A. Yep.

Q. -- similar to what's in place today --

A. Yep.

Q. -- or the one that was just renewed?

A. Price changed. That's it.

Q. The price changed of the 3750. Did you

go up at all with this renewal?

A. No.

Q. If you would turn to Exhibit 102, please. Do you recall being at either the October 18, 2016 board of directors' meeting or the board meeting in September of that same year?

A. This is '17?

Q. No, sir. This is the -- these are minutes from October of 2016 and September of 2016. I just want to know if you --

A. I didn't -- I wasn't there.

Q. Do you ever -- you only go to board meetings when they ask you to come; correct?

A. Right. I think I was traveling for -- when they had the slip owners' meeting, you know, the annual meeting.

Q. Um-hum.

A. I think Randy went for the first half of it.

Q. Got it.

A. But I got no...

Q. Turn to Exhibit 104, please. There are some questions. This is an email from you to Ms. Hull and the other board members about the gas dock. Do you remember sending this email?

A. Yep.

Q. Okay. Tell me why you sent this email.

A. Mr. Farmer wanted to move his boat -- keep his boat at the end of the dock. So he wanted to supply electrical power. The system -- the dock system and dock electrical system has no provisions to have permanent dockage at the gas dock. You know, the permit calls for it to be a gas dock. There's no electrical pedestals there, so there's no service.

Q. And that's the testimony you gave earlier today that said Mr. Farmer's taking the service from the C dock slips; is that correct?

A. Well, that was the solution that he took upon himself, yes. And I reported it to the board, and they said -- or my understanding at this point, we're not going to do anything.

The only thing that's happened is that his renter, I've had to force them to get a splitter because I had more people coming in to the dock that wanted to use power than there were connections. So I'm trying to work with them to provide power, but there's no plans to add a pedestal. And if so --

Q. The pedestal being the thing that you

actually plug the cords into.

A. Right, but -- yeah. And, you know, it's going to take some electrical engineering to make sure the proper wiring's in place and the proper breakers are there to meet the code and all that kind of stuff.

Q. Okay. Exhibit 105 are some notes. Are these your notes, sir?

A. No.

Q. Do you know whose handwriting that is?

A. No.

Q. If you'll go to Exhibit 108, please. I asked you if you knew about an appraisal having been done. Have you ever seen this document before?

A. I have not seen the document, but I've heard that there was an appraisal done --

Q. Okay. Do you --

A. -- when Laurie Hull was chairman.

Q. If you'll go to MC-1285 which is on the third page of this.

A. 1285. Okay.

Q. And they have an appraised value of 140,000, $103.55 per square foot. Has anyone communicated the results of this appraisal to you

before today?

A. No.

Q. And again, you have no testimony to offer as to whether or not an offer was made to Mr. Farmer; correct?

A. No.

Q. Turn to Exhibit 110, please. You can look at that with 111 as well. These seem to be the August and September 2016 dockmaster reports. Did you draft these documents?

A. Yep.

Q. And in one of them you describe Mr. Farmer moving his boat to the gas dock from D2. You've already testified about that today, have you not?

A. Um-hum.

Q. Is that a yes?

A. Yes.

Q. And then August 27, 2016 in Exhibit 111 you state towards the end of that document in continuing issues: The records for the boat and slip owners are now complete except for a few. And again, that's what you testified to earlier today about keeping those records up to date; correct?

A. Mainly that appears -- is related to

boat owners, not slip owners.

Q. Okay.

A. And that I have the current contact information, that their boat is registered and that they have liability insurance.

Q. Okay. Exhibit 113. Do you know whose writing is on this exhibit?

A. No, not really.

Q. You say not really.

A. I don't have --

Q. Do you have a clue, a guess?

A. No.

Q. Exhibit 114 and 115. As a dockominium owner, do you recall getting these two communications from your board, basically about the lawsuits?

A. Yes.

Q. Okay. And other than these communications and what we've talked about today, do you recall anything else about the lawsuit being communicated to you or from you?

A. There was another letter prior to the annual meeting.

Q. Okay.

A. Which is some -- you probably have it

in here, I'm sure, but I did not attend that meeting.

Q. Why did you not attend?

A. I was in Alaska.

Q. Good for you. I'm going to take a quick -- oh, turn with me to Exhibit -- nope. I've already asked you about that. Turn with me, if you would, to Exhibit 129.

A. 129.

Q. Have you ever seen this drawing before?

A. I don't remember. I don't remember seeing this drawing.

MR. O'KELLEY: Okay. Let me take a quick break, and that might be -- we might be almost finished.

THE WITNESS: Okay.

(A recess transpired from 2:18 until 2:25.)

MR. O'KELLEY: Thanks, Mr. Geiger, for answering my questions.

THE WITNESS: Okay.

MR. O'KELLEY: Some of these other lawyers may have some questions.

EXAMINATION

BY MR. PERRIN:

Q. Hi, Mr. Geiger. We met earlier today.
A. Yep.
Q. My name is Whit Perrin. I'm here on behalf of the same entities that Hamlin is as well as Dolph Farmer individually.
A. Um-hum.
Q. You're aware that Dolph Farmer has been sued individually in this matter; correct?
A. Nope.
Q. As a unit owner are you aware of anything that Mr. Farmer has done which would cause the situation for him to be sued individually by the HOA?
A. Not as dockmaster, no, or slip owner.
Q. We've covered a ton today. I'm going to kind of jump around a little bit. If I ask you a question that seems completely out of the blue and you want some context, please ask and I'll go back for you. The keypad. Was it originally a cipher lock prior to it being the key fobs?
A. It started off as a key, became a cipher lock, became electronic, back to cipher.
Q. Okay. And did it switch from the cipher lock to the electronic because it was -- people just gave out the key entry and --

A. Yes. Yeah. And everybody forgot their key when it was a key.

Q. Right. Speaking of which, the intercom system there. Where did the intercom go to?

A. Are you familiar with the inside of the building?

Q. Yes.

A. Near the electrical cabinet on the wall there was an intercom there that goes to the dock. So if there happened to be somebody who comes who didn't have their key fob, so to speak, then they would ring the bell and I'd say identify yourself and I could press a button and it would open the gate.

Q. Okay. And so that was -- that was when you -- it could only be used essentially when you actually had an office within the ship store.

A. That's correct.

Q. Other than access to bathrooms, the use of an office and access to the pump-out station for the wastewater, is there any other use that you would require as a dockmaster for the ship store?

A. Store supplies.

Q. And that would be like in your office. I mean, you wouldn't -- excuse me.

A. I'm talking about -- we use -- underneath the building had spare floats, had caps for the -- you know, hardware. Big hardware.

Q. Okay.

A. We had planks to repair the docks, all of which have been taken over by Mr. Farmer.

Q. All right. Is it fair to say that the actual paperwork version of the office requires much less in terms of space than it does for the large maintenance aspects --

A. Yes.

Q. -- of the office for the docks?

A. Yeah. We just need a closet for paper, you know, supplies. You've got to buy an adequate supply of hand towels, garbage bags, dock garbage bags. All that type maintenance supplies.

Q. When you were operating the ship store from the 2000 to the 2010 time period, your fuel sales, were your fuel sales to the dock unit owners or were they to -- or were you doing -- sorry -- were you doing for [sic] fuel sales during that period of time?

A. From 2007 to 2010 --

Q. Yes.

A. -- did fuel sales. They went to

Mariners Cay Sales which was set up by Flint River Capital as an operating company.

Q. Were you primarily selling to the dock unit owners themselves?

A. I'd say about 50/50.

Q. Okay. 50/50 unit owners' rentals or actual traffic on the river?

A. Traffic on the river. 50/50.

Q. Do you know -- do you have any idea what the quantity was in terms of -- not gallon but, I guess, revenue that you were generating off of that?

A. I could look it up, probably.

Q. Was it -- in your operation, was it more of a break-even situation, or were you actually getting some profit off of that?

A. The fuel was profitable, yes. The fuel was profitable, but you can't look at just the fuel, I mean. When we were operating as a ship store, in order to be profitable we needed everything. We needed the fuel, we needed the store, we needed beer and wine, we needed fees from the dock rentals, we needed management fees from the council of co-owners in order to make it all work.

Q. Okay.

A. And then that was just break even. You know, I was going to supplement that with the rental business model.

Q. Is there any way in the current state with all slips actually owned or sublet through the actual ownership to run the ship store in the manner in which you were running it from 2007 to 2010 and be profitable?

A. Well, I can't really answer that question. I would say you would have to operate it in what I call a country club model, okay, where there's an assessment. You've got to spend so much money in order to make it all work so that the amenities are there.

Q. The typical you've got to spend $500 a month at the club.

A. Yeah, yeah.

Q. Oh. How long were you -- what years were you on the board of the Mariners Cay Racket & Yacht Club?

A. Well, up until July of '16, when I took the contract for their dockmaster the second time, I resigned from the board.

Q. Okay.

A. And then prior to that either my wife or myself were on the board probably for 10 years.

Q. Was there any entity involved with the ship store or the operation of the marina that would have been solely operated and owned by your wife and not you and your wife, or just you?

A. (Witness moves head from side to side.)

Q. During your operation of the ship store from 2007 to 2010, did you pay for the insurance for the ship store building?

A. No.

Q. Okay.

A. That was paid by the regime.

Q. Oh, the regime paid that? Was --

A. Well, there were fees paid. There was -- the regime fees paid for everything, but there was always a shortage of almost 50 percent which was paid out of the operating account of the Mariners Cay Sales or the declarant's account. But -- so the -- and the check for insurance came from the council of co-owners, yes.

Q. All right. That would be a liability policy on the marina itself --

A. Yeah.

Q. -- and the ship store facilities?

A. Yeah.

Q. Do you know if the marina or if Flint River at that time actually had a fire policy on the building itself?

A. Don't know.

Q. Do you know --

A. I mean, he elected to remain self-insured for like the fuel tanks. So he was liable for the fuel tanks, you know. And he elected to show that he had a net worth of a million bucks, I think it is, and didn't -- rather than have insurance. So he was the owner of the fuel tanks. I was just the operator of the fuel tanks.

Q. Did you ever have to, in your capacity operating, pay the taxes or any of the fees for Flint River to then be reimbursed by Flint River for the ship store or the fuel tanks or the fuel docks?

A. No.

Q. Does the HOA own any dock units itself?

A. Which HOA?

Q. Sorry. The Mariner's Cay Marina Council of Co-Owners.

A. Yes.

Q. Which?
A. A12.
Q. A12. Is it only a single unit?
A. Right. A12. It was gotten from a tax default.
Q. Are there currently any live-aboards at the marina?
A. No.
Q. Have there ever been any live-aboards?
A. Not legally. I mean, live-aboard is defined as three days in a row, okay, by the permit. That's what that -- that's their definition of the live-aboard.

So we monitor it. Whenever we see somebody abusing the policy we speak to them about it. And after that, you know, then we report it to the board of directors and they can fine the slip owner. Or we have -- have to have an agreement that we can tow them out of there, you know. It's difficult to deal with how to get rid of somebody who's violating the rules.

Q. Fair enough.
A. But we monitor that, and it's always an issue. Somebody will stay four days. Hey, listen, this is the rule. So we verbally talk to them.

Then we'll send them an email. Then it goes to Sentry Management, and they'll write a letter to the owner of the slip. Your renter is in violation or you're in violation. You're going to be fined or whatever. That's the process. That's the only process I have right now.

Q. What is the rental policy in terms of duration on a dock unit? Can you rent a dock unit for literally a weekend or does it have to be a month at a time or is there a restriction?

A. There's no restriction that I'm aware of.

Q. If you're a dock unit owner out there and you have vacated your slip for whatever reason and one of your friends or someone else is going to moor there, do they have to contact you to let them know that, hey, there's going to be a new boat at C22 or something like that?

A. Yes. And then I've got a registration form to fill out that gives me all their contact information, emergency contact information, insurance information, email, phone, address.

Q. Are you currently in possession of the key fob access point that was removed?

A. Partially.

Q. Okay.

A. Okay? I mean, I got the control unit itself. I don't have the power supply and all the wiring and everything that went with it.

Q. Okay. But the actual unit -- the part that was removed, you have that; correct?

A. It's in storage, yeah.

Q. During your period of time as a owner prior to 2007 and becoming the dockmaster, what was the condition of the ship store itself in terms of its exterior maintenance and upkeep?

A. To what date?

Q. Until 2007. So from 1995 until 2007.

A. From two -- in two thousand -- when they rebuilt the marina they redid the ship store exterior, you know, at that time and did some stuff in the inside. You know, I think, you know, changed the decor a little bit, put in some commercial shelving. We modified it and did more commercial shelving. In 2009, I think -- 2009, I think, they put on a metal roof. You know, it was a thatch roof before. Or a shake roof. And so that was put on there by Flint River Capital.

Q. Between 2007 and 2010, if there was a maintenance issue with the ship store itself, did

you take that under your control, or did you pass that up to Flint River and have someone else -- they'd have someone come out, or how did that work?

A. Both. In the first part of the program Flint River would be responsible. I would just contract it and pay for it out of their account. I was on their banking account for -- Mariners Cay Sales was their operating company. And after that I leased the building.

So it would depend on what type of repair it was. If it was normal maintenance I did it. If it was extraordinary maintenance, then they would have to pay for it.

Q. You described the use of the apartment or condominium or however it is described on the third story of the second livable floor of the ship store as kind of falling into disrepair over a period of time between 2011 and 2015.

Is it fair to say that the exterior of the building was maintained in essentially the same manner and condition as the inside of the building during that period of time?

A. It was ready to be painted and -- you know, it needed repairs, which was done.

Q. Beyond just the structural issues,

there actually needed pretty significant maintenance and painting --

A. Yeah.

Q. -- and just a general face-lift; correct?

A. Yep, yep.

MR. PERRIN: That's all I've got for you. Thank you.

THE WITNESS: Okay.

MR. SESSOMS: No questions.

EXAMINATION

BY MR. MONTGOMERY:

Q. Mr. Geiger, my name is Andrew Montgomery. We saw each other in passing earlier --

A. Yep.

Q. -- but I hadn't introduced myself. I represent Emerald McDonough Road Holdings who conveyed the properties to Mr. Farmer and his entities.

Earlier Mr. O'Kelley mentioned Emerald McDonough Road Holdings and Emerald Portfolio, LLC and Sabal Financial. Did you have any interaction with those entities over the years that they were involved with the property?

A. No. Only what I knew of through the board of directors of Mariners Cay HOA Racket & Yacht Club. I didn't have any direct dealings with them.

MR. MONTGOMERY: Okay. No further questions.

MR. BARR: None from me.

MR. O'KELLEY: Thank you.

(The witness, after having been advised of his right to read and sign this transcript, does not waive that right.)

(The deposition was concluded at 2:41 PM.)

SIGNATURE OF DEPONENT

DEPONENT: EDWARD M. GEIGER, JR.
DEPOSITION DATE: August 6, 2018
REPORTER: Sandra K. Bjerke
AWR JOB NO. 19282
CASE CAPTION: Neighbors vs. Mariners Cay

(Please return both Signature of Deponent pages.)

I, the undersigned, EDWARD M. GEIGER, JR., do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)

DEPOSITION DATE: August 6, 2018
REPORTER: Sandra K. Bjerke
AWR JOB NO. 19282
CASE CAPTION: Neighbors vs. Mariners Cay

PAGE	LINE	CHANGE	REASON

_____
EDWARD M. GEIGER, JR. Date

I, Sandra K. Bjerke, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent page within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.



_____
Sandra K. Bjerke, RMR, RDR, CRR
My Commission Expires
June 18, 2020

CERTIFICATE OF REPORTER

I, Sandra K. Bjerke, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 13th day of August, 2018 at Charleston, Charleston County, South Carolina.



Sandra K. Bjerke, RMR, RDR, CRR
My Commission Expires
June 18, 2020

I N D E X

	Page	Line
EDWARD M. GEIGER, JR.	5	4
EXAMINATION	5	6
BY MR. O'KELLEY		
EXAMINATION	170	24
BY MR. PERRIN		
EXAMINATION	182	11
BY MR. MONTGOMERY		
SIGNATURE OF DEPONENT	184	1
CERTIFICATE OF REPORTER	186	1

REQUESTED INFORMATION INDEX

(No Information Requested)

E X H I B I T S

	Page	Line
EXHIBIT 137, Amended Notice of Deposition of Ed Geiger and Jeff Heatley dated 6-21-18	5	1

Exhibits

GEIGER.EXH.137
5:1 8:14 188:4

$

$103.55
167:24
$115
52:8
$138,000
105:5
$250
149:6
$280,000
67:16 94:19
$3,750
158:20,21
$37.50
158:20
$500
175:16
$7,000
35:3
$86,000
31:16

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185:16

0

06
100:5
07
27:7 100:5
08
100:5
09
100:7

1

1
88:19 93:24 94:15, 18 97:2,4,15 99:21 109:9,12,13
10
24:2 27:6 49:14 68:19 100:8 126:21 139:4
176:2
10-
86:18
102
165:3
104
165:22
105
167:7
108
167:12
11
111:12 128:24
110
168:7
111
168:8,19
113
169:6
114
169:13
115
169:13
115-
105:5,16
11:06
66:9
11:14
66:10
11:44
93:13
11:45
93:2
12
83:7 130:1,2
12,000
86:18
12-25-44
13:22
1285
167:22
129
170:8,9
12:47
93:14
13
130:16
137
5:1 8:14 93:17
138,000
105:16
14
98:8 112:8 131:19
140,000
137:18 167:24
1470
11:4
15
22:12 27:23 49:15 72:3 98:9,22 99:17 132:6
150
123:20
16
135:25 175:22
17
107:21 109:9 112:23 136:16 165:7
18
13:12 136:20 165:5 185:25
19282
184:3 185:3
1966
14:10
1967
15:20
1977
17:20
1983
19:20
1992
141:19,24 148:7
1995
35:18 45:7 180:13
1998
92:11
1st
98:14,22

2

2
94:24 97:3,4
20
29:14 32:22 137:5
2000
76:1 173:18
2002
132:11,13,14,15
2006
24:14 31:11 36:2
2007
24:22,23,25 25:8 26:14,17 27:6 28:10 29:17 37:4,7 40:14 42:16,21 82:17 84:9 124:9 126:19 173:23 175:8 176:9 180:9, 13,24
2009
86:9 180:20
2010
25:10,12 26:17,18 27:7,13,14 28:10, 13 29:12,15,17 65:8,9,11 82:17,23 83:2 84:9 90:14 100:4 124:9,12,13 126:19 173:18,23 175:9 176:9 180:24
2011
29:15 83:7,9 181:18
2012
95:2
2014
27:23 98:6
2015
27:13 97:9,11 98:16 99:2 104:22 106:2 113:6 114:22 118:17 122:8 126:23 181:18
2016
69:5,7,12 71:10 72:10 129:10 130:8 131:5,13 139:5 143:11 146:6 164:18 165:5,9 168:9,19
2017
26:13 146:13 147:1 148:19 151:15,22 152:19
2018
184:2 185:2
2020
185:25
21
137:17
214
162:14
22
137:24
23
138:12
24
138:21
24/7
159:3
25
138:21
26
31:20 138:23 139:3
26,000
32:19
27
142:20 168:19
28
143:1
29
143:1
29439
11:1
2:18
170:17
2:25
170:18
2:41
183:13

3

3
51:1 96:7
30
104:3,5 133:6,9 143:1
31
121:22 143:6
32
121:23 143:9
33
134:21 143:10
34
143:10
35
143:17,18
36
146:5
37
146:13
3750
158:19 160:2,18 164:25
38
85:21 146:17
39
146:17

4

4
96:21 110:10
40
75:18 85:8,20
44
146:18
45
146:19
46
146:23
47
147:19
48
148:12,17
49
148:17 155:16
4th
135:1

5

5
99:5,6,8 110:9
132:14 152:23
50
75:15 87:17 90:1,3
132:25 148:17
158:6 176:17
50/50
174:5,6,8
500
119:2
51
148:17
52
148:17
53
148:18
54
148:18
55
148:18

6

6
110:13 152:23
184:2 185:2
6-21-18
5:3
60
133:8 149:21
61
149:21
63
150:6
64
150:6
67
150:18
68
150:20
69
151:12

7

7
113:3 119:24
7-15-17
160:22
7-7-15
97:25
70
152:10
700
124:21
71
16:11
72
152:13
73
11:1,6 154:17
74
155:23
75
155:23
76
156:4,8,9
77
17:22 156:7,11
78
17:20 157:8
784
124:19
79
157:8

8

8
119:23
80
157:8,11 160:2
800
124:21
81
158:12
82
158:15
83
159:25
84
19:20 160:2
85
160:2
87
14:25
88
62:20 63:4 85:20

9

9
111:7 121:22
90
160:19,21
90s
126:5
91
161:21
95
11:7,14 35:15
164:16
97
11:23
98
11:8,14 45:11

A

A12
178:2,3,4
A14
97:21
A2
31:18,19 33:1,3,6,
10 36:2 80:22
ability
7:5 148:23
Absolutely
15:23
abuse
7:8
abusing
178:15
AC
111:8,10 112:14
access
47:11 81:9,13,14
139:21 162:8,9
163:5 172:19,20
179:24
account
82:22 84:12,14,17
85:1,2,4,6,7,18
176:18,19 181:6,7
accurate
45:3 184:7
act
27:9
acting
38:4 128:9
action
140:10,11
activity
157:1
actual
62:17 67:6 173:8
174:7 175:7 180:5
ADA
110:6,7
add
96:15 166:23
added
158:8
address
10:22,24 40:10,13
42:21 179:22
addressed
106:1,2
addresses
41:3 42:16,18
99:11 158:4
adequate
173:14
administration
156:5
admission
93:25
advance
160:12,18
advice
20:13
advised
183:9 185:14
Advisors
144:11
affect
7:5 102:12,19
affected
117:12
afternoon
104:4,5
AG
22:19
agencies
117:9
agent
60:21 117:22,25
127:21,23 128:10
ages
13:12
agree
30:1 80:11 122:3
159:19
agreement
64:23 132:11,18,
19 133:15,19,21
134:16 160:3,14,
18 164:17 178:18
agreements
87:25 121:12
ahead
30:13 103:14
aircraft
15:25 22:9
Alaska
170:4
Alben
5:12 92:1,23
alcohol
7:5
alcoholism
7:8
aleck
36:17
allegations
115:4
allocated
133:9
allowed
6:13 185:16
alternative
115:21 151:19
Amanda
64:13,17 131:21
139:16 144:4
157:16,20,21
amended
5:1 8:15 36:14
38:14,16 79:11,16,
18 80:2,8,13,19,
23,24 81:5 140:8
amendment
129:3,8 130:3

amendments
36:25 133:14
amenities
175:15
America
22:18,20 43:16
amount
118:19 120:24
134:17
analysis
107:20 144:22
Andrew
182:13
Anna
11:23
annual
60:9 69:12 99:14
103:15 130:20
145:2 165:16
169:23
answering
91:1 170:20
antagonistic
54:1
anybody's
153:11
anymore
30:12 35:8 107:12
117:21
anyplace
49:21
Anytime
81:19
AOL
43:1
apartment
124:17,22 125:23
181:14
apartments
61:16
appeared
39:2
appears
100:13 104:21
144:3 146:5 155:5
157:9 168:25
apply
75:17
appraisal
91:8 167:13,17,25
appraised
167:23
approached
39:9,10
approve
103:12
approved
160:10
April
129:10 151:15,22
152:19
area
16:15 40:18 49:23
73:24 74:24 75:1
108:3 124:17
132:21,22 148:20
areas
105:24 110:3
arising
7:25
arranged
37:14
article
156:13,14
asbestos
5:21,24 7:24 18:3,
6
Ashley
145:8,11
aspect
149:9
aspects
173:10
assessed
149:2
assessment
71:5,6 106:5
175:13
assets
69:4
assignment
57:20
associate
83:15
association
38:19 47:11 68:5,
15 80:15 92:5
151:6
Atlanta
44:15
Atlantic
106:25
attached
108:22 147:22
attachment
104:21
attempts
67:11
attend
131:9 170:1,3
attention
70:6,8
attorney
56:11 87:13 89:5
129:7 150:7 151:5
attorneys
150:9
August
98:14,22 99:17,21
104:22 106:2
113:6 114:22
118:17 160:7
168:9,19 184:2
185:2
authority
102:15 135:13
Automotive
22:8
avocation
20:5
Avocet
61:15 128:1,7
aware
55:16 59:5,11,15,
23 60:2,12 61:20
67:14,15 81:15
95:17 100:10
107:24 114:5
119:18 121:11
134:5 136:24
137:3,25 138:15,
17 171:7,10
179:11
AWR
184:3 185:3

B

back
14:15 15:15 18:24
19:2 20:5 26:13
27:23 36:2,20 37:4
40:21 43:11,13
45:6 46:9 47:8
49:22 66:12 71:10
74:10 82:13 85:25
86:21 93:16 95:2
97:9 98:5,9 99:19
104:22 106:2,5
114:25 117:5
122:8 125:14
126:23 132:15
138:23 141:2,5
152:6 156:1
171:19,22
backed
133:18
bad
45:17 116:4
bags
173:15,16
bank
27:18 34:13,14
55:17,20,21 56:3,
12 57:5,9,14 58:20
59:17 60:20 85:1,2
86:11 94:10
banking
181:7
bankruptcy
26:24 56:4,18
banks
57:11
bar
126:12,15 156:16
Barnes
64:13 65:11,25
144:4
Barr
6:12,16,22 7:16,19
8:21 149:17
150:25 183:7
base
47:15 48:8 101:24
based
16:1 17:4 21:10
22:22 23:21 39:14
47:20 58:11 85:20
105:17 125:13
basically
22:10 87:6 88:22
121:23 124:14,25
156:20 157:11
169:15
basis
124:24 134:23
163:15
Bate
95:12
Bates
95:12
bathroom
71:17
bathrooms
81:17 172:19
Beach
11:1 16:2,14,15
17:4 41:13 61:9,13
107:5 121:4
127:17 128:1
beams
109:14
bed
123:6 124:3
beer
126:16 174:22
beginning
35:10
begins
144:5
behalf
171:4
bell
65:20 69:5 172:12
bells
144:11
belonged
28:18
Bern
58:20
berth
122:19
Bessent
9:11,23 10:4
47:15,21 77:9
142:21 146:14
150:1
Bessent's
160:24
Betty
15:11
bids
105:20
big
33:20 35:8 157:24
163:19 173:3
bigger
32:5
bill
81:16 82:1
bills
82:3,10,19 85:5,7
birth
13:20
bit
33:8 44:24 72:20
74:14 156:1
159:12 171:16
180:18
Bjerke
184:3 185:2,13,24
blank
140:9

Blanton
19:10
Bleecker
36:3,4 79:7
blocks
44:5
blue
36:8 78:16 150:10 171:17
board
9:1,12,17,21 10:1 28:5 37:8 48:5 60:10,22,23 61:11, 21 62:2,3,11 63:24 65:4 67:10 68:4, 20,23 76:14,15,25 77:16 88:9,15,18 100:13 102:9,16 103:2 104:25 106:4 107:23 108:4,23 113:4,17, 24 114:25 119:9, 10,19 120:3,4,8,13 121:5,17 122:10 128:25 132:10 138:18 139:15 140:7 141:5 143:3 144:1,13 146:1,14, 20 147:10 148:14 149:6 151:10,15 153:18 154:8,23 155:8,13 165:5,12, 24 166:16 169:15 175:20,24 176:2 178:17 183:2
board's
103:11
boarding
108:15
boards
108:4 110:22
boat
25:14 27:8 32:8 35:5,8,9,21 38:9 56:5 63:15 64:17 78:18,19 97:15,19 116:4 122:20 128:13 142:13,14, 17 146:25 147:5 148:19 152:25 153:2,12 157:24 163:19 166:3,4 168:13,21 169:1,4 179:17
boats
54:15 133:6 135:23 139:21 152:14 154:14
bodies
156:23
bond
106:21 107:3
bonds
107:4
born
13:23
borrowed
58:12
Bosch
22:8
bottles
125:17
bottom
95:11 99:5,9 113:11 131:7 139:20 144:9
bought
31:5,24 32:3 33:2, 3,11,12,23 34:11, 12,13,14 35:15 38:9,13 45:9,22 60:11 97:15 109:8 126:2 133:19 142:19
Boulevard
11:24
bound
36:8 79:8
box
11:2 161:21 162:7
boys
13:10
brain
132:16
break
6:11 66:7 93:12 170:14 175:2
break-even
174:15
breakers
167:5
breaking
93:8
breaks
6:12
bring
15:21 78:21 105:3 114:11 117:5 149:18
brings
16:8 134:4
broad
74:11
brothers
12:1,7,16,17
brought
154:18 156:1
Bruce
12:10
Bruce's
12:19
Bruner
65:17,18 96:25 126:25
bucks
86:18 114:20 123:20 177:11
budget
85:19,22 145:2
build
128:22
building
16:20 29:6 47:12 48:2,20 49:1,3,10, 17 50:25 51:4,15 53:18 56:10,24 61:10 70:1,3 74:10 75:20 76:17 81:22 82:7 89:22 104:18, 24 106:17,22 107:25 108:10 109:24 112:20 120:15 121:4,7,24 122:7 127:8 128:7, 20 131:24 134:10, 18 172:6 173:2 176:10 177:4 181:9,20,21
buildings
81:24 106:6
built
16:17 31:11
bunch
34:21 46:22 59:18
business
18:19 19:19 20:6, 19 43:3,4,5 120:24 175:4
Butch
37:11 38:22 83:15 95:1
button
172:13
buy
23:15 34:4 69:4 121:6 133:17 137:18 173:14
buyer
130:18
buying
131:24
bylaws
88:24

C

C-r-o-t-t-s
21:9
C22
179:18
cabinet
172:8
calculate
105:16
California
59:18 60:20 67:24
call
19:25 20:5 22:6 41:11 44:12 49:2, 25 50:2 51:3 64:17 78:16 95:22 106:24 128:11 153:14 159:3 162:4 175:12
called
21:6 28:14 38:7 43:11 55:8 84:22 95:12 117:14 123:15 131:22 144:10 156:19
calls
53:16 162:6 166:8
Camp
54:23 55:1 120:1,7 132:6 136:2,10 138:2
Camp's
68:6 137:22
capacity
39:25 69:20 84:5 131:1 177:15
Capers
150:24
capital
22:9 30:12 38:12, 23 39:11 55:9,24 57:3,9 58:1,8 59:2 84:21 85:12 89:2 95:14 96:10 174:2 180:23
Capital's
85:10
caps
173:2
captain's
123:15,19 124:11 125:23 126:5,11
CAPTION
184:4 185:3
car
133:8 135:10
care
109:4 159:5
carefully
155:7
Carolina
6:3,4,8 13:25 20:4 23:2,22 58:21 185:13
cars
133:8 134:21 135:18,20
case
5:10,19 6:8 9:6,7 18:6 47:2 59:7 93:17 94:2,9 118:20 122:16 154:23 184:4 185:3
casual
77:2,6
casually
61:19
caulk
111:1
caulking
110:24
cautious
78:1
Cay
5:11,13 8:11,12 9:1 11:1,6,10 24:21 27:2 28:7 35:15 36:14 38:8, 14 39:23 41:25 42:9 43:6 47:11 51:20 59:5 62:4,18 67:5 68:5 69:3,4 79:12 81:10,21 84:22 85:10,17 89:23 90:6 119:16 120:3,9 132:20 139:5 144:16 145:21 147:20,23 150:12 151:3,6 157:10 174:1 175:20 176:19 177:23 181:7 183:2 184:4 185:3

Cay's
157:3
Caye
94:25 96:5 156:13, 15,16,18
center
30:17
cents
87:17 90:1,3
certified
103:20
certify
184:7 185:13
chairman
88:20 97:8 167:19
chairmans
97:6
change
41:3 64:8,9 184:9 185:5
changed
25:23 82:6 114:21 115:9 117:10 124:15 133:15 164:24,25 180:18
charged
102:9
charging
52:6
Charles
39:12
Charleston
11:19 12:15,23 13:2,9 14:12,17,18 15:9 17:25 21:12 39:14 45:20
Charlotte
22:23,24 23:2,23
check
56:10 176:20
checked
148:21
Chicora
14:5
children
12:22 15:12
children's
12:25
Christopher
13:17
Chuck
39:12
cipher
162:12 171:20,22, 24
Citadel
33:21
Civil
185:16
claim
150:2
clarify
134:1
Clark
37:11 39:8,16 83:15,16 95:1
Clark's
38:22
clear
129:25
Clemson
14:8,9,20 15:20
clients
5:10 69:3 128:15
close
56:14 70:23 164:1
closed
26:4
closet
173:13
closing
33:6,10,11 36:6 79:10
cloudy
111:23
club
151:7 175:12,17, 21 183:3
club/bar
156:21
clubhouse
126:14,15
clue
169:11
co-owners
5:14 41:25 52:2 54:18 59:6 62:9 65:10 67:6 74:17 82:2 85:3 86:11,22 87:2 88:8,10,12 90:8,18 91:18 95:19 97:7 114:1,6 119:17 131:14 136:3 151:3 156:6 174:24 176:21 177:24
co-owners'
82:20
code
162:14,15 164:3 167:5
coliform
103:21 104:6
collect
86:21 89:3
collected
90:8,13
collecting
84:6 86:12 95:19
collection
149:13
collections
150:15
college
15:25
Collin
65:17,18 96:25
color
111:2
Columbia
45:13 46:7,12
combined
26:10
comfort
66:7
comfortable
74:7
comings
76:22
comma
20:22
commercial
26:23 51:14 132:24 141:2,6 180:19,20
commercially
30:6,7
commission
43:12 44:10 185:24
commissioned
143:25
committed
36:19
common
47:12 54:16 124:17
communicated
167:25 169:21
communication
95:18
communications
169:15,19
companies
18:22 19:1 20:10
company
16:16 17:9,18 19:1,6,8,15 22:25 24:11 34:25 37:2,3 43:14,22 58:5 59:18 60:11 61:16 82:11,12 85:11 89:22 103:17 128:6 149:3 174:2 181:8
compensation
158:18
complained
154:2
complaint
94:9
complete
101:23 112:14 140:17 168:22
completed
101:8
completely
10:21 50:24 171:17
compliance
102:10
compromise
160:3
computer
22:4 44:2 52:11 63:21
concern
118:18 120:22 131:9 134:10
concerned
102:24 118:2 154:4
concerns
103:1 115:22 131:5 132:9
concise
47:13
concluded
183:12
concrete
108:9,18
condensate
112:18
condition
125:14,15 180:10 181:21
conditions
36:18 48:9 152:17
condo
5:11 11:13 30:8 31:4 32:7,9 35:15 45:22 47:11 52:10 54:17,19 62:5,6 68:5,15,17,18 69:3 80:14 84:7 90:6 92:5 116:1 120:14 122:5,7 137:23 138:4 150:6
condo-mization
38:21
condoed
35:11 133:10
condominium
38:18 45:6 122:13 181:15
condos
11:11 32:10 54:14, 20 133:2
conducted
100:2,19
conducting
43:5
confirming
138:8
conflict
132:22,23 133:1
conflicting
29:22
confusing
88:6
connected
112:21
connection
79:12 138:9
connections
140:3 166:22
considerable
119:1
considerably
118:22
consisted
124:1
consistent
138:5
construction
18:23 19:3 83:20
consult
21:1
consultant
38:25

consulting
19:24 20:3,17,19, 25 43:24
contact
53:18 63:5,9,16 64:22 67:23,25 68:2 101:6 104:9 117:23 131:20 169:3 179:16,20, 21
contacted
117:8,19 127:1 143:22 144:6
contacts
27:20
contained
94:14
context
171:18
continue
152:3
continued
27:18 124:12 144:23 185:1
continues
101:13
continuing
101:8,10 139:20 146:9,10 168:21
contract
26:22 130:18 133:17 151:18 155:5 160:11 175:23 181:6
contractor
83:19 105:20
control
22:5 106:25 180:2 181:1
controlled
163:4
controls
44:2
convenience
30:16
conversation
9:25 77:13 78:9 118:16 130:16
conversations
47:16
conveyed
182:19
cooking
123:8
copies
104:8 140:7
copy
35:25 79:7,11,15 145:7,8,11 157:20 164:18
cords
167:1
corporate
88:8 89:21
correct
6:3,9,20 7:2,3,17 8:19,20 9:13,14 11:11,12 20:18 29:19 30:15 31:4 35:7,12 36:5,22 37:17,18 45:4 46:6 47:2,23 48:12 49:17,18 50:3 55:25 56:4,14,20, 21 57:10 58:17,18 59:25 62:14,15 63:6,9 65:2,16 66:4,23,24 67:2,12 70:24,25 71:1 74:8 75:3,5,7 76:10,20, 21 77:25 80:15,19 82:25 83:5 84:3,4 86:1,2 87:7 88:15, 16 90:12,16,23 91:3,19,24 94:2,3, 5,11,15 95:16 96:5 99:3 100:22 101:5 102:3 105:6,13 111:14 113:8,14, 15 114:7 115:11 119:21 121:20 124:7,20 125:4,24 126:19 127:10 130:13 135:4 136:18,22 137:19, 24 138:10,19,25 139:6 140:1,2 141:20 142:24 143:4,7 146:11,15 147:21 148:3,14 149:10 150:12,16 151:3 156:6 158:13 159:13 160:4 162:8 164:15 165:13 166:13 168:5,24 171:8 172:18 180:6 182:5
corrections
184:8
correspondence
52:25 87:13 119:6 120:5,11
corrugated
109:14
cost
76:18 105:3,16,17 114:11 123:18
costs
103:16 114:4 132:4
couch
123:6 124:4
council
5:13 41:25 52:2 54:18 59:6 62:9 65:10 67:6 74:17 82:2,19 85:3 86:10,22 87:2,9 88:7,10,11 90:7,18 91:8,18 95:19 113:25 114:2,6 119:16 131:14 136:3 151:3 156:6 174:24 176:21 177:24
counter
123:7
country
175:12
county
11:20 12:15,23 13:9 59:13
couple
16:21 23:9,15 124:3,4
court
57:19 185:17
courthouse
59:14
cover
36:8 44:15
covered
107:6 155:20 171:15
create
134:11
creditor
56:17
Crotts
21:6,24 22:11,13, 17 23:13
crowd
34:17 67:20,22 144:10
CRR
185:24
Cummins
22:8
current
15:11 134:14 141:24 148:5 169:3 175:5
currents
115:19
customers
16:25
cut
40:21 155:25

D

D2
32:3 168:13
D6
32:3,19 33:18 34:1,2,7 80:24,25
dad
14:14
daily
76:22
damage
76:3 107:7,8 109:15 120:23
Dan
5:13 92:16,23
dangerous
108:4
date
13:20 49:13 69:8 98:12 99:16 130:6 154:12 168:24 180:12 184:2 185:2,12
dated
5:2 130:7
dates
43:21
David
77:14,15,17 138:3
day
31:19 57:19 83:25 104:4,5 132:23 133:12 135:1,2 147:7 159:2
day-to-day
134:23 156:5,10
days
104:3,5 158:25 178:11,24 185:16
deal
64:13,14 89:14 102:15 178:20
dealing
66:2 105:7
dealings
30:1 183:3
deals
117:18
Dean
87:15 89:12 90:2 95:14,18
debt
59:17
deceased
15:18
December
126:23 143:11 146:6
decided
88:9
decisions
59:2 109:6
deck
108:5 110:10 111:8
decking
108:4 109:19 110:2
declarant
37:17,19,25 38:13, 23 55:25 87:4
declarant's
87:5 176:19
declarants
88:7
decor
180:18
deed
36:1,7,10,14,19,24 37:20 38:1,14,16 79:8,11,16,19 80:1,2,8,9,13,17, 19,23,24 81:1,5,6 94:18 132:20 133:22 140:8 141:22
default
178:5
deferred
70:15
deficiency
85:9,13,16,19,24
defined
178:11
definition
178:13

degree
14:7
delta
86:1
denied
81:13,14
depend
181:10
depending
152:16
deponent
184:1,2,5 185:1, 14,15
deposed
18:6
deposition
5:2,9,17 6:3,16,23 7:11 8:9,15 9:2,4, 13 96:24 183:12 184:2,7 185:2,14
depositions
29:22 77:24 96:20
Derek
87:15 95:13 97:22
describe
101:23 168:12
describes
139:18
describing
121:23
design
16:4 18:9 20:14
designated
134:14
details
37:15 69:16 77:22
deteriorated
75:14 86:9 111:12
deterioration
71:4
determine
68:12 80:2 105:15
Detroit
43:23
developed
57:25 74:11
developer
38:5
development
16:25 18:18 19:3, 19
DHEC
39:5 52:17,21 53:1,4,12 101:3,7 102:10 103:24 117:13 118:1,14 119:8,13 148:3
difference
86:16
difficult
178:20
difficulty
113:5
diligence
69:20
direct
10:9 183:3
directly
9:3 102:16
directors
61:11 68:4 178:17 183:2
directors'
165:5
disabled
161:4,15,16,19,23
disabling
161:5,11
discovery
47:4 94:2
discuss
6:16 76:24 77:19 108:24 161:11
discussed
44:7 61:24 62:1 107:8 112:23 137:23 157:8
discusses
130:16 151:12
discussing
138:13 160:1
discussion
77:9 78:14 79:2 104:20 161:5
discussions
9:16,22 10:4,14 47:20,22,25 48:2 54:8 67:10 68:6 69:12,15 76:25 77:3,6 92:22 99:2 120:7,25 122:6,11 131:17 136:5 137:6,22 138:22, 24 149:5,16 150:1, 3,11,14,20,23
dishwasher
123:8
dispensed
100:16
dispensers
116:10
displeasure
151:24
disrepair
181:17
disseminate
42:1
distributed
140:6
distributors
22:4
diving
16:17 17:2 20:1
division
22:19 117:17 118:12,14 119:8
DMG
22:18,20 23:8,10 43:15
dock
5:11 33:12 64:8,11 69:4 79:13 80:13 90:7 91:9 92:6 98:18 115:15,16, 17,18,21 116:9,12, 18,25 122:19 140:1,4 152:25 153:11,25 154:3, 16 156:25 163:7, 16 165:25 166:4,5, 6,7,8,13,21 168:13 172:9 173:15,19 174:3,23 177:21 179:8,13
dockage
116:11 153:19 166:7
dockmaster
24:25 25:15,16,17, 25 26:9 27:10,16, 24 28:17,18 37:5 40:1 48:12,19 64:20 65:2 76:23 84:6 91:23 98:6,19 100:22 102:22 104:23 113:12 115:24,25 121:19 122:9 124:7 125:10 131:2 135:8 136:12 139:5,17 151:20 168:9 171:14 172:22 175:23 180:9
dockmaster's
103:7 141:23 146:6
dockmasters
27:13
dockominium
30:19,22 38:19 39:17 76:24 116:2 131:2 169:13
dockominiums
79:14 80:16 85:24
docks
35:11 47:13 57:13 58:17 59:13,24 60:12 61:6,22 66:16 68:11 81:23 97:24 109:4 113:18,21 114:7 115:1 137:18 142:7 152:14 160:23 161:9 173:5,12 177:19
document
8:16 90:1 94:4,11, 17 95:2,3,25 96:16 102:7 104:8 113:10 130:4 147:23 149:23 167:14,16 168:20
documentation
100:14 142:1
documented
141:9
documents
41:18 46:18,22,24 52:24 89:19,20 93:17,20 94:14 122:2 139:4 168:10
Dodson
144:5
dollar
87:17 90:1,3
dollars
119:21
Dolph
129:13 131:23 134:20 136:1 142:22 148:19 171:5,7
Dolph's
147:5 150:7 161:4
Donna
12:19
door
112:5,7
dot
42:9,10,11
draft
101:22 130:3 147:20,23,24 168:10
drafted
130:7
drafting
36:24
drain
71:18
drains
112:19
drawing
170:10,12
drug
7:8
drugs
7:4
dry
107:11
due
69:19 70:8 95:21, 22
dues
69:22 84:7,18 85:3 86:21 90:7,11,13 95:24 149:14
Duggan
149:18 150:24
duly
5:5
duration
179:8
duties
17:12 155:17
duty
121:16

E

E-d
40:11
e-mail
103:6
E-n-g
105:10
earlier
47:23 62:16 66:16 67:23 79:6 93:25 96:20 97:3 104:14, 16 107:8 111:5 113:7 119:14 122:15 127:16 132:8 140:19 146:23 149:12 152:13 154:22

157:9,19 158:11 166:12 168:23 171:1 182:15,21

early 28:13 29:15 83:2,4

easement 122:1 133:23 150:2

easements 149:23

easy 135:15

Ed 5:2 19:10 20:22 106:4 139:5 147:22 159:8 160:23 161:9

ed@marinerscay.net 99:11

ed@marinerscay.net. 40:11

edgeiger73@gmail 43:2

edgeiger73@gmail.com. 99:12

education 14:3

EDWARD 5:4 184:2,6 185:12

effect 119:6 121:9

effective 107:12

effectively 108:19

efficiency 124:16

elected 177:7,10

electrical 112:9 166:5,6,9 167:3 172:8

electronic 171:22,24

eliminate 30:8

else's 154:15

email 40:10,12 41:3 42:13,16,18,20 48:4 94:24 96:12,25 99:9,10,14 103:4 104:21,25 108:22 113:2 115:10 129:6 131:4 132:6 137:7 139:16 146:13,15 147:1,9 152:12 156:12 158:4 159:6 160:10 162:6 165:23,25 166:2 179:1,22

emails 119:25 128:24 136:1 157:9

Emerald 34:16 67:19 68:3,8 73:14 94:20 182:18,21,22

emergency 179:21

employed 27:16 28:19

employee 154:24

empty 140:4 159:13

emptying 159:9,20

end 6:17 46:5 50:12 66:13 142:15 154:3 166:4 168:20

ended 83:20 153:18

energy 18:10

enforce 147:15

enforcement 148:22

engine 16:4 44:5 154:5

engineer 18:9 20:2,3 22:1,2,20 45:2 72:23 73:17,22 74:21 105:13

engineering 14:7 16:20 21:7 23:13 44:6,22 72:24 75:1 167:3

engineers 75:6

engines 16:5

entering 98:18

Enterprises 18:16,17

entire 21:18 91:1 158:23

entities 69:13 72:9 90:12 109:8 126:2 129:19 142:11 150:15 171:4 182:20,24

entities' 90:22

entity 88:8 141:6 144:24 176:3

entry 162:21 171:25

environment 164:1

equipment 16:17 20:2 22:5,10

equity 97:23

essentially 172:16 181:20

established 120:3

estate 18:18 19:18 33:20 60:21 61:8,12 127:4,17,22

estimate 105:5,17,23 114:11 117:5

evening 152:23

event 115:19 144:24

eventually 18:10 23:20 85:25 109:24 158:17

evicted 124:14

ex-wife 15:8

exact 42:12 49:13 69:8 73:16

EXAMINATION 5:6 170:24 182:11

Excel 63:19 157:22

exceptions 107:6

exchanged 54:3

excuse 26:13 90:11 172:25

execute 185:15

exhibit 5:1 8:14 93:24 94:8,14,18,24 96:7,20 99:5,6,8 104:15 113:1 119:23 121:22 126:21 128:24 130:2,15,16 131:19 132:6 135:25 136:16,20 137:5,17,24 138:12,23 139:2 142:20 143:17 144:9 146:5,13,17,18,23 147:19 148:12,17,18 149:21 150:6,18,20 151:12 152:10,11,13 154:17 155:23 156:4,11 157:8,11 158:12,15 159:25 160:2,19 161:21 164:16 165:3,22 167:7,12 168:7,19 169:6,7,13 170:6,8

exhibits 74:13 138:21 143:1 148:17 160:1

exiled 46:7

exist 88:9,10

existed 72:3 88:13

existence 40:19 82:24

existing 155:21

expenses 52:5

expensive 114:14

expert 5:25 18:5

expertise 73:24 74:25

Expires 185:24

explain 7:16 70:11

expressed 115:22 151:23

exterior 164:1 180:11,16 181:19

extraordinary 181:12

eyes 147:16

F

F4 33:23,25 34:4,9 35:6

face 52:10 150:10

face-lift 182:4

facilities 52:12 92:6 101:24 123:8 176:25

facility 51:24 104:11

fact 10:17 39:1 70:9 76:7 117:19 139:2

facts 120:2,6

fails 185:15

fair 59:11 71:5,6 173:7 178:22 181:19

fairly 25:23 163:14

fall 24:22

falling 181:17

familiar 35:17 150:22 153:2 172:5

familiarize 79:22

family 11:19 13:9 14:11,14,17

farm
14:14

Farmer
49:11 50:2 53:16, 19 54:1 60:10 61:17 62:23 69:11, 13 72:8 73:9 82:4 90:25 109:7 115:17 118:9 129:13,18 130:17, 21 131:6,20,23 134:20 136:4,17, 21 137:1,9,10,15 138:13,19 143:7 146:24 149:2 150:12,15 153:15, 19 162:6 166:3 168:5,13 171:5,7, 11 173:6 182:19

Farmer's
90:12,22 126:1 142:10 161:6,14 166:12

Farmington
43:23

fascia
110:22

father
14:15

FDIC
56:16

fecal
103:21 104:6

fee
52:1,3 122:21

feel
93:3 121:8

feeling
93:19

fees
95:23,24 174:22, 23 176:15,16 177:16

feet
124:21,22

fellow
53:22 87:14 92:1, 16 94:25 127:1,4 128:10 151:13 154:17

fellows
5:12

felt
87:2,9,10

field
44:6

figure
27:1 117:16

figured
14:2

figures
114:16

file
87:18

filed
50:14,17,23,25 51:8,10 59:6 185:17

fill
179:20

Finance
95:15

finances
29:3 86:6

financial
87:6 182:23

financially
29:1

find
40:7 60:7 63:4,8 125:15 140:22 152:11 184:7

fine
6:11 33:16,17 93:10 149:1,7 178:17

fined
179:4

fines
119:15 148:23

fining
149:9

finish
57:7 58:24 109:22 114:24

finished
170:15

fire
177:3

firm
33:20 72:24 95:15 121:12 127:18 144:7

fix
76:9

fixed
71:14

flagpole
147:6

Flint
38:11,22 39:11 55:24 56:2 57:3 58:1 65:5 84:21 85:10,12 89:1 174:1 177:2,17 180:23 181:2,5

flip
94:23 99:7

floating
159:21

floats
173:2

floor
71:18 108:9,18 109:20,23 110:3 111:17,20 112:9, 15,19 181:16

flooring
124:18

flophouse
125:10

Florida
5:22,24 7:25

fob
161:16 172:11 179:24

fobs
161:4,6,11,14 171:20

Focus
23:11,12,17,25 24:6,8,16 43:12 44:10,17

fogged
111:25 112:1

folks
22:6 60:20

Folly
11:1 41:12 51:19 61:9,13 70:23 89:23 107:5 121:4 127:17 128:1,5 164:14

foot
167:24

footings
71:24

force
166:19

forced
83:2 93:7

foreclosed
55:15 56:5 70:10

foreclosure
29:6,7,8 34:12 55:5,6,11 57:10 58:14,16 59:3,13 62:14 66:14,22 67:11 73:11 86:13 96:10 98:1 99:3 120:16,20 125:7,8

foreclosures
57:12 66:18,20

foregoing
184:7 185:15

forget
35:2 61:15 77:16 120:12 127:18

forgot
30:18 45:5 122:15 164:13 172:1

form
79:8 101:13 179:20

formed
7:20 18:25 58:5 86:10 88:7

forward
5:16 6:10 93:8

forwarded
87:21

found
57:4,6 106:16,25 125:14 129:18

foundation
16:25 71:21 73:23 74:4

foundational
72:21

frankly
69:18 131:10

Fred
19:10

French
112:7

Friday
46:9

friendly
54:4

friends
125:10 179:15

front
8:14 49:5 110:15, 17 156:12,14

fuel
5:11 28:17 30:14 57:12 58:17 59:12, 24 60:12 61:6,22 66:15 68:11 69:4 90:7 102:4 113:18, 21 114:7 115:1,15, 17,21 116:12,13, 18,19,25 117:2,18 118:2,19,21 119:11,16 136:13 137:18 152:14 153:25 173:18,19, 21,25 174:17,19, 21 177:8,9,13,18

full
124:22

Fuller
65:15

function
28:18

functioned
126:12

functioning
29:13 88:14 116:24

fund
85:12,15 86:1,19

funded
85:22 87:6,21

funds
144:22

G

G-e-h-r-i-n-g
43:22

gallon
174:10

gallons
119:2

garbage
173:15

Gary
89:10

gas
47:13 97:24 116:9 139:25 142:7 152:25 153:11 165:24 166:7,8 168:13

gate
161:21 162:3 163:25 164:12 172:14

gave
79:7 109:1 121:25 133:23 145:6 155:24 166:11 171:25

Gehring
43:22 44:23 98:3
Geiger
5:2,4,8 8:6 10:23 12:6,8,10 13:4,18 20:22 40:10 46:14 66:12 93:16 139:5 147:22 148:24 170:19 171:1 182:13 184:2,6 185:12
Gene
19:10
general
10:14 70:10,12,20 144:25 182:4
generally
9:17,19,20 10:6
generate
41:15
generating
174:11
genesis
104:23
gentleman
37:11 73:5 127:15
Georgia
58:10
German
22:25 43:14
Gildemeister
22:19
give
64:22,25 74:7 76:19 136:14 162:15,18
giving
74:8 132:20 138:13
glass
112:2,3,5
Glen
95:14
goings
76:22
good
5:8 19:18 93:8 116:16 125:16 145:16 160:2 161:1 170:5
goods
30:14
Google
42:24
governing
41:18
graduate
14:9
graduated
14:21 15:20
grandchildren
13:11
Greenville
38:18
Greg
133:18,20
Grill
28:14,21 29:9 58:14 83:5,6,11,21 116:20,21
ground
72:2 75:15 112:20 118:3 147:16
group
18:10 38:11 55:8
guess
53:20 54:2 78:11 92:10 115:9 121:24 142:8 162:4 163:13 169:11 174:11
guessing
40:16
guests
163:20
guy
39:12 44:14 65:12 83:24 107:15,18 125:11 127:3 131:23 141:17 148:5 152:9,21 153:11
guys
38:17 61:8,12 127:17

H

half
19:15 43:13 49:5 85:22 165:18
Hamlin
5:8 171:4
hand
173:15
handled
56:11
handling
56:17
hands
133:15
handwriting
167:10
hang
116:5 126:6 154:3
happen
86:4 163:14
happened
48:21 86:3 107:17 124:13 125:11 138:14 152:17 166:18 172:10
happening
102:4
happenstances
144:24
happy
93:7
Harborage
145:8,11
hard
21:18 43:20 125:19 127:13
hardware
49:24 173:3
hazard
108:1 142:8
head
6:19 71:9 118:12 162:17 176:7
health
45:17
hear
105:9,10
heard
59:19 76:23 167:17
Heatley
5:2 131:21
held
73:14
helping
34:11
hey
44:13 64:19 78:17 87:19 88:22 106:4,25 118:2 121:5 135:9 147:17 163:9 178:24 179:17
high
14:4,5 19:17
higher
155:24
Hills
43:23
hinder
131:10
hired
37:4,7 90:19 152:8 154:23
hiring
158:16
historically
82:1
history
15:19
HOA
55:4 68:17 113:18,21,22 115:1,5 120:9,14,24 121:12,16 122:9 127:12 132:8,20 133:15,22 134:3,10 136:3 150:6 151:2,5 171:13 177:21,22 183:2
hold
68:22 109:22 139:2
holding
121:16
Holdings
182:18,22
holiday
134:23
holidays
133:11 134:25 135:4
home
10:22
homeowners
151:7
Homeowners'
151:6
honestly
69:18
Honing
44:4
hope
85:23
hoping
51:11 86:21
hot
123:13
hours
159:2
house
52:11,12,13 113:14
How's
162:13
huh-uh
6:19
Hull
91:13,15 106:10 115:10 165:24 167:19
hum-um
6:18
humidity
71:4
hundred
114:20
hung
86:15
husband's
15:17

I

ice
29:18
idea
72:17 92:12 118:5 174:9
identification
5:3
identified
102:18 120:1
identify
155:12 172:12
imagine
36:16 65:2
impact
122:13
in-laws
45:24
in-laws'
11:16
inability
29:1
inactive
118:20
inches
118:21
incident
152:22 154:6
incidents
154:10

include
56:9 82:8 145:4
income
30:9,14 123:4,22
incomplete
147:25
increase
158:18
increasing
120:24 124:19
independent
58:2 83:19
Indicating
159:15
indication
152:5
individual
108:4
individual's
64:6
individually
20:20,21 171:5,8, 12
individuals
88:21
industries
20:10 22:9
inflammatory
149:7
influence
7:4
informal
121:1
information
41:23 42:1 58:11 64:22,25 66:17,19 67:17 69:19 90:21 96:2,9 101:8 115:6 119:25 120:2,8 121:15 131:20 137:9,19 169:4 179:21,22
informed
57:21 60:10,17,19 97:23
initial
31:5 160:11
initially
25:9
inkling
72:12
inquire
64:9,10
inside
72:18 172:5 180:17 181:21
inspect
70:4 109:14
inspections
52:22
institutional
29:24 81:20
insufficient
76:4
insurance
64:24 145:4 155:21,22 169:5 176:9,20 177:12 179:22
insure
155:15
integrity
75:16
intentions
68:13
interaction
182:23
intercom
162:4,9 172:3,4,9
interest
19:17 24:10 62:13 131:11
interfacing
68:7
interim
26:3
interior
72:16
intermediary
39:11
Internet
145:13
interpret
133:25
interpreted
148:4
introduced
182:17
involved
16:19 19:2,3 25:5 37:2 55:11 58:22, 23 59:1,22 62:2 65:5 78:2,6,13,25 84:20 90:5 91:8, 11,14 95:5 98:4,24 99:10 113:7 136:4, 14,18 137:21 138:10 149:9 150:23 151:9 157:13 158:12 176:3 182:25
involvement
5:23 91:2 136:22
involving
66:15 94:24,25 136:17
Irvine
33:22,23
issue
57:22 63:15 71:24 115:13 133:10 134:8 141:9 153:22,23 156:22 159:4 178:24 180:25
issued
73:17 119:15
issues
71:15,16,21 94:24 102:12,18 134:1 139:20 146:10,11, 24 147:2 149:8,18 153:24 154:1 155:8,11 168:21 181:25
item
110:10 129:23 130:1
items
69:25 70:2,12 107:22 108:7,8 109:9
iteration
82:15

J

James
150:24
Jamie
127:1,19 128:10
Janice
12:21
January
146:13 147:1 148:19
Jeff
5:2
jet
16:4
job
17:11 18:8 109:2 159:16 184:3 185:3
jobs
91:23
John
36:4
Johnson
15:11
JR
5:4 184:2,6 185:12
July
98:16 99:2 135:1 161:25 164:17 175:22
jump
171:16
June
50:17 185:25
junk
107:25 108:8 112:24

K

keeping
66:3 168:24
Kerr
56:10,17 57:15
Kevin
152:21,24
key
171:20,21,25 172:2,11 179:24
keypad
171:19
kicked
86:6
kidding
159:24
kind
5:19 10:18 20:4 21:14 55:14 63:15 86:13 88:6 89:2 102:5 120:5 125:9 128:9 129:1 167:6 171:16 181:17
Kirbo
95:14
kitchenette
123:11
Knapp
11:23
knew
59:22 66:21 167:13 183:1
knowledge
36:13 62:10 72:7 100:20 101:4 105:18 125:22 138:24 142:2 148:10 151:23

L

lab
103:20
label
95:12
Labor
135:1
Labs
103:20
lack
30:6
lady
65:19
lady's
120:12
land
68:18 101:24 107:5 133:2 134:3 135:16 156:25 157:5
Landmark
18:16,17 19:13 20:24 21:5
landward
11:11 32:10 54:20 55:2 113:22
language
132:7
large
173:10 185:13
larger
132:8
Laroche
65:20
Larry
38:15
lasted
19:14 83:9 125:6
late
29:15 126:4 152:23
lattice
111:7
lattices
72:16
Laurie
91:13 106:10 136:1 167:19

law
95:14 137:8,10,12, 15

lawn
54:13

lawsuit
8:1,2 10:15 46:15, 19 47:9 50:14,17, 23,25 51:8,9 76:24 77:20 87:18 92:23 102:2 114:5 115:4 134:4 158:13 169:20

lawsuits
169:16

lawyer
33:7 149:17 150:21

lawyers
170:23

layman
75:9

leak
71:17

learned
75:4

lease
56:23 57:1 89:21

leased
181:9

leave
24:9 46:9 48:3,25 49:8 152:25

led
145:17

left
14:19 24:8

legal
135:16

legally
178:10

letter
95:13 104:3 169:22 179:2

letters
89:15,24

levy
148:23

liability
114:4 155:21 163:8 169:5 176:22

liable
177:9

liberty
153:10

license
20:3 126:16,18 157:6

lien
56:8 58:4

lights
87:7

limited
134:16 138:4

limiting
129:8 137:22

lines
112:18

Ling
89:10,11

links
41:17

Liquor
125:17

list
40:1 63:13,24 64:1,2 66:3 102:25 104:17 108:6,23 109:3 157:20 158:8

listed
102:5,25 107:22 117:22 118:20

listen
178:24

lists
157:10,21

literally
179:9

litigation
5:21,24 7:24 9:18, 19 10:9

livable
181:16

live
15:8 45:10,23 71:3

live-aboard
178:10,13

live-aboards
132:25 178:6,9

lived
14:14,15,18

lives
92:5

living
32:15 45:13,19 92:10 133:7

LLC
5:11,12 8:12 38:8, 15 69:3,4 84:22 90:6 95:15 154:24 155:2,16,17 164:13,14 182:22

LLC'S
90:7

loans
86:24

located
115:16

lock
51:4 162:12 171:20,22,24

log
41:4

logistical
93:1

long
5:18 11:8 14:22 16:6 17:8,15 18:1 19:12,14 22:11,16 23:8,25 25:8 28:9, 21 40:12 65:24 68:17 92:7,10 125:5 126:3 162:21,23 175:19

long-term
125:3

look/see
61:19

looked
60:16 61:4,6,10 76:15 107:15 121:4 125:1

loop
10:20

loose
66:13

losing
89:4

loss
32:6

lost
44:14 86:18

lot
71:14 93:19 134:11 155:6

lots
15:22 42:18

lounge
126:5,11

low-lying
107:5

lower
110:10

LP
43:22

lunch
93:12

M

machine
43:14

machines
44:4

made
58:12 60:2,16 72:9 85:9 87:16 88:11 105:2 106:19 107:23 109:8 126:18 129:16 136:25 142:7 155:2 168:4

maiden
15:16

main
48:25 126:17

maintain
40:21,23 63:12

maintained
113:13 181:20

maintenance
52:5 70:10,12,14 108:21 145:1 173:10,16 180:11, 25 181:11,12 182:2

maintenances
48:15

majority
113:17 114:25

make
28:15,16 30:5 78:1 85:18 101:7 104:2 109:6 121:6 127:8 129:15 155:16 167:4 174:24 175:14

makes
21:18 37:20,25 116:14

making
102:10

Mall
33:21

manage
37:12 61:16

managed
84:20

management
16:21 27:15 28:19 40:5,7 41:20 60:11 63:6,25 82:11,12 86:11 89:23 102:7 126:25 147:12 149:3 164:14,17 174:23 179:2

manager
17:14 18:11,12 22:21 23:19 27:15 28:19 65:25

manager's
128:6

managers
65:10

manner
175:8 181:21

manual
101:15,21 140:21, 23,24 141:1,24 145:14,15,16 147:20,23 148:6

manufacturer
114:10

manufacturer's
22:3

march
93:7

marina
5:11,13 8:11 24:18,21 25:9 26:12,17 28:7 35:18 37:12 38:8, 15 39:4 47:11 52:2,10,16,22 59:6 62:7,10,18,20 69:3 77:1 84:24 90:6 101:4 113:25 114:2 119:16 121:19 123:2 126:6 127:12 132:21,24 133:3,9, 15,20 134:22 135:6 141:2,6 151:14 159:22 164:11 176:4,23 177:2,23 178:7 180:15

marina's
102:10

marine
16:25 17:2,23 19:25

Mariner's

5:13 39:23 41:25 42:9 43:6 59:5 67:5 119:16 139:5 151:3 177:23

Mariners 5:10,11 8:11,25 11:1,6,10 24:21 27:2 28:7 35:15 36:14 38:8,14 47:11 51:20 62:4, 18 68:5 69:3,4 79:12 81:10,21 84:22 85:10,17 89:22 90:6 120:3,9 132:20 144:16 145:21 147:20,23 150:12 151:5,6 157:3,10 174:1 175:20 176:19 181:7 183:2 184:4 185:3

marked 5:3 8:13 93:17 96:19,23

market 40:17 126:22

marketing 18:11

married 12:11,16,17 13:5 14:23 15:5,17

master 36:1,7,10,14,19,24 37:20 38:1,16 79:7,11,16,18 80:1,2,8,9,12,13, 16,19,23,24 81:5 97:23 133:22 140:8 141:22

master's 94:18

materials 76:4

matter 54:2 124:5 163:22, 23 171:8

Mayagüez 17:7

MC 96:8 138:5

MC-11 96:8

MC-1285 167:20

MC-13 96:25

MC-167 144:5

MC-176 144:9

MC-22 105:10

MC-23 104:15 107:22 108:23 109:9

MC-24 104:16

MC-28 120:2

MC-29 121:22

MC-3 95:13

MC-30 121:22

MC-46 131:7

MC-5 96:7

MC-659 161:3

Mcdonough 34:21 182:18,22

Mcguire 9:25 10:12 47:16 77:9 96:21 137:6, 14 156:11 159:6

Mcguire's 96:24

Mcnair 38:15

meaning 132:22

means 113:22

meant 15:5

measured 118:22

mechanical 14:7 162:12

mechanism 88:25 147:14

mechanisms 148:23

MECO 114:17

medication 7:4

meet 167:5

meeting 60:10 69:12 88:21 103:5 108:24 121:9 129:14 130:10,20,21,23 143:2,10 146:19 148:13,14 165:5,6, 15,16 169:23 170:2

meetings 143:3 146:20 150:5 165:13

member 68:25 155:2

members 9:12,17,21 10:1 76:25 100:14 113:4 146:14 165:24

Memorial 135:2

memory 29:25 36:20 50:19 81:20 97:25 104:18 126:24 143:17,20

mentioned 52:14 55:5 91:5 97:2 99:11 152:13 157:19 182:21

mentions 132:10 154:17

merge 27:22

merged 27:23

Messenger 147:18

met 61:11 88:11 171:1

metal 180:21

metalworking 22:5,9

meter 81:22,23 82:7

Michael 13:4,5 88:19,20 97:1,2,4,5,15

Midyear 24:22

Mike 94:25 95:6 120:6

Mildly 54:6

miles 51:22

Miller 144:4

million 177:11

mind 42:5 94:23

minute 26:7 52:14 55:4 66:7 67:1 148:22

minutes 41:18 165:9

Mixon 19:11

model 175:4,12

modifications 58:13

modified 100:17 180:19

mom 32:14

mom's 11:23 14:14

Monday 46:9

money 30:5 32:4 58:12 72:13 84:11 87:11, 22 89:4,17 107:16, 18 116:14 126:18 175:14

monitor 164:8 178:14,23

monitored 55:14

monitoring 164:4

Montgomery 182:12,14 183:5

month 50:6 52:7 158:18, 19,21 162:25 175:17 179:10

monthly 52:1 85:13,17 139:9,13 159:9,12, 20

months 49:14,15

moor 179:16

Mooresville 23:22

morning 5:8 47:23 104:4 153:9,12

mortgage 56:8

motel 123:9,17

mother 15:12

mother's 12:3

motion 128:11,12 129:16

move 14:11 23:2,3 32:13 93:22 135:10,20 152:14 166:3

moved 11:7 14:16 45:11 46:2 49:20 50:5 142:13

moves 71:9 162:17 176:7

moving 53:17 168:13

mower 54:13

N

Name's 150:22

named 37:11 65:19 81:20 87:14 92:1,16 94:25 150:21 151:13 152:21 154:17

names 12:18 13:1,14 34:22 61:18 63:5

National 56:12 57:14

nature 10:10 15:16 20:16 40:24 41:6 53:14 54:4 63:19 69:24 71:5 76:5 77:25 84:15 87:19 88:15 89:18 117:24 123:12 135:11 137:23 146:25

158:1
Nauheim
77:17,20 78:3 138:12 149:22
necessarily
164:2
needed
45:20 49:8 63:8 64:7 70:5,7,13 71:11,13 85:15 101:11 105:25 108:15 174:20,21, 22,23 181:24 182:1
negative
123:5
negotiate
137:3 151:17
negotiations
95:6,8,15 98:18,25 113:8 121:12 136:15
Neighbors
5:12 92:2,4,8,23 184:4 185:3
Nekola
5:13 92:17,19,23
net
42:10,11 177:10
Netscape
43:1
news
57:18
nice
161:1
nicety
108:19 111:24
night
122:20 123:19,21
nightly
125:3
nineteen
16:8
nobody's
84:2
non-too-nice
125:18
noncompete
23:14
nonpayment
58:15
nonpayments
90:22 150:16
nonporous
109:20,22
nonwater-related
157:1
normal
91:23 181:11
North
17:25 23:22 45:20 58:21
not-so-smart
31:8
Notary
185:13
note
103:14
notebook
93:18
notes
160:23 161:2,8 167:7,8
nothing's
70:16
notice
5:1 8:15,19
noticed
105:25
notify
102:11 147:10,11
November
139:4
number
25:20 32:22 41:12 74:11 85:21 114:13,15 119:21 124:21
numbers
158:2,3,8,9
numerous
68:6

O

O'kelley
5:7,9 21:22,23 38:3 66:6,11 92:25 93:5,11,15 170:13, 19,22 182:21 183:8
object
7:19
objected
129:13
obligation
87:3,4
obtain
145:11
occupied
115:16
occurred
48:4 50:20 60:4,6 66:15 67:7,15 79:2 122:22 151:11
occurring
9:20 10:6
oceanographics
16:13,23
OCRM
52:21 100:16 104:9 117:16 140:7 141:17
OCRM/DHEC
52:16
October
165:4,9
offer
61:9,21 67:4,17 94:13 95:16 136:17,25 138:9 168:4
offered
153:20
offering
31:5 66:14
offers
136:21 137:6 138:23 143:7 150:11
offhand
49:13 77:13 119:5
office
21:15 23:5 52:12 61:15 68:22 102:21 113:12,13 121:7,16 127:8,25 128:20 129:7 172:17,20,24 173:8,12
officially
121:3
older
73:5
on-premise
126:16
on-site
138:4
one's
76:8
one-bedroom
124:16
ongoing
48:1
online
145:13,18
open
162:23 172:13
opened
73:6
operate
48:6,7,11 51:12 52:15 116:8 141:10 156:16 175:11
operated
58:13 83:3,21 116:7,24 153:2 157:6 176:5
operating
26:13,14,19 51:13 84:12,23 156:23 173:17 174:2,19 176:18 177:16 181:8
operation
17:3 28:22 144:23 174:14 176:4,8
operational
29:10 116:19
operations
17:13 22:24 48:8, 19 101:14,21 102:20 148:6 156:10
operator
177:13
opinion
48:7 54:2 74:7,8, 21 76:20 122:4
opportunity
120:4
opposed
107:19
ops
147:20,23
options
128:19 137:17 138:18
Orangeburg
13:24 14:12
orchestrated
38:18
order
57:19 96:18 123:4 174:20,24 175:14
orders
47:6 77:24
org
42:9
organize
88:24
organized
58:10 88:11
original
33:6,11 36:1,6,10, 19,24 37:8,16 38:5,23 47:8 79:7 80:1,8 82:15 84:5 88:18 114:10 124:6 141:22 185:16
originally
37:4 96:23 133:16 171:19
outline
102:7
overhead
109:14
overlapped
44:23
overnight
153:9
overnighting
122:18
overseas
14:14
owe
87:10
owned
31:24 32:16 39:16, 23,24 83:21 117:20 133:2,16 175:6 176:5
owner
19:6 38:25 40:8 53:22 64:17 70:9 92:21 116:1,2 118:9 131:2,3,4 155:17 163:16 169:14 171:10,14 177:12 178:18 179:3,13 180:8
owners
9:1 40:24 41:4 62:18 63:13 66:4 76:24 84:7 157:10 162:16 163:20 168:22 169:1 173:19 174:4
owners'
63:5 165:15 174:6

ownership
64:9 68:16 79:23 80:3,9 175:7

owns
39:22,23 40:1 63:8,11

P

pages
184:5

paid
32:21 34:9 35:2,3, 22,24 82:2,7,19 85:4 90:1 143:25 154:8 176:13,14, 15,16,18

paint
111:1

painted
72:14 181:23

painting
70:17 71:13 110:23 182:2

Palm
16:2,14,15 17:4

Palmetto
26:22

paper
88:13 173:13

paperwork
140:17 173:8

parents
45:16

park
135:9 159:21

parked
54:15

parkers
54:15

parking
54:10,15,22 122:14 132:19,20, 21,24 133:4,5,10, 21,24 134:16 137:22 138:3,5,13, 16

part
9:15 19:5 25:12 56:11 80:14 113:18,21 115:1,4 116:10 133:19 145:1,2,16 148:13 149:16 180:5 181:4

partial
86:25 87:1

Partially
179:25

participate
161:5

participating
143:12

participation
36:24

partner
18:16 19:5 23:11

partnered
57:23

party
7:25 8:2 59:21 77:4 89:20 125:2 131:17 134:3

pass
137:4 181:1

passage
70:8

passed
46:1

passing
131:20 182:14

past
29:22 95:20,22 99:22 100:1 164:9

patio
147:6 148:20

Paul
150:21 151:4

pay
20:17 31:15 32:19 52:2,4 85:5,7 107:1 119:20 153:20 160:18 176:9 177:16 181:6,13

paying
52:1 57:1 82:9 153:18

payment
90:7 158:16 160:12

payments
90:22 160:1

pays
81:16,25

PDF
63:25

PE
20:3,22

pedestal
166:24,25

pedestals
166:9

pending
117:11 140:10

people
20:10 34:11 37:21 38:1,4,11 57:22 61:4,5,7,18 62:22 64:1 84:11 106:12 120:13 121:4 123:16 124:2 125:12 126:6 127:5 131:10,25 133:2,3,7 135:7,9, 10,20,23 136:11 143:22 163:15,23 166:20 171:25

people's
96:20

percent
75:15,18 85:8 132:25 155:17 158:6 176:17

percentages
79:24 80:2,9

perfect
56:9

perfected
58:4

period
9:6 27:3,5 28:12 73:9 86:20 105:10 125:9 173:18,22 180:8 181:18,22

permanent
166:7

permanently
46:3

permit
39:2,3,4 48:10 52:17,18 53:10,12 101:4,13 102:23, 25 140:7 141:24 166:8 178:12

permitted
54:14,17

permitting
101:11 102:13,19

perpetuity
133:23

Perrin
170:25 171:3 182:7

Perry
16:13,22

person
37:20,25 39:8 64:10 103:10 154:18

personal
52:9 66:7 89:5 105:18 124:5

personally
86:19

personnel
64:8

Pest
106:25

phase
49:19 50:20 51:1

phases
48:21,23 53:17

phone
41:5 53:16 121:11 153:14 158:2,3,8,9 161:21 162:3,5 179:22

phone/gate
162:7

physical
10:24 47:12 69:25 70:2 101:23 141:7

pick
153:12

piling
75:14 107:4,11

pilings
71:22 72:22 73:23 75:10,17 105:8,11 107:7 111:12

place
10:17 48:6,7,11 51:17 107:3 116:5 118:17 125:18 128:13 140:23,25 154:13 162:10 164:10,21 167:4

plan
94:13 102:20 121:24

plane
157:1

planks
173:5

plans
166:23

plant
18:3 141:7

plastideck
110:10

plate
123:13

pleadings
47:2 77:24 94:1

plug
167:1

plumbing
71:15,16

PM
183:13

PO
11:2

pocket
107:2 153:21

point
24:5 32:12,17 35:23 59:12,23 62:25 66:22 70:5 81:18 82:18 91:16, 17 93:8,9 101:7 122:17 136:24 166:17 179:24

pointed
72:10 141:4

policy
176:23 177:3 178:15 179:7

porch
50:1,9 110:16,19 159:4

Portfolio
67:20 68:3,8 94:20 182:22

position
38:22

positive
65:16

possession
73:10 82:4 179:23

possibility
120:14

possibly
136:25

potential
130:18 136:17,21, 25

potentially
151:12

power
139:25 142:6 166:5,21,23 180:3

practices

102:8
Pratt
15:24 16:1,6,12
precipitated
106:13
preference
124:5
present
15:21 29:12 108:23
presented
57:20
president
17:13 23:19 24:5 55:2 68:23 91:15
press
162:14 172:13
pretty
56:14 70:23 78:7 114:14 182:1
prevent
109:23
previously
100:19
price
86:15 155:24 164:24,25
primarily
30:16 106:14 174:3
primary
42:20
principals/people
34:24
prior
69:13 73:9 146:11 148:7 169:22 171:20 176:1 180:9
privacy
120:23
private
156:20
problem
63:15 66:8 72:2,4 76:9 81:9,11 133:11 134:14,23
problems
71:2 72:21 73:23 75:10,20 76:3 86:5 163:3
Procedure
185:16
proceed
149:7
process
16:20 86:13 90:18 91:12 101:11,19 179:5,6
Product
18:12
products
18:10
professional
72:23,24
profit
30:17 174:16
profitable
174:17,18,20 175:9
program
181:4
project
16:21
promote
40:18
prompted
78:14 105:1
proof
100:20
proper
103:21 167:4,5
properly
58:4 164:2
properties
26:23 39:6 66:22 67:12 91:3,9 182:19
property
27:15 47:12 54:16 58:3 60:17 61:1 65:10 73:13 80:14 94:19 126:23 127:10 128:6 129:19 182:25
proposal
144:3,10
proposals
143:11
proposed
31:12 129:8
protocol
103:22
provide
166:23
provided
36:7 74:16,17
provisions
166:6
proximity
70:23 71:7
public
58:11 185:13
Puerto
17:7,15,17
pull
41:5,7 53:12 101:4
pulled
141:25
pullout
123:6 124:4
pump
116:10
pump-out
115:15 139:21 142:6 172:20
purchase
30:25 31:1 33:6,18 37:15 67:11 68:10 79:13 91:2 120:15 127:10 130:18 142:11
purchased
11:7 36:1 49:16 129:19
purchases
79:13
purchasing
62:14 69:14 76:17 113:5 128:18 131:12,15
purpose
116:8
pursuant
8:18 80:12,16 81:4,5 185:16
put
8:13 50:8 52:5 72:13 74:10 84:12,17 104:8 108:9 123:5,6,7,16 124:3 125:17,19 148:19 154:14 155:6 157:23 180:18,21,23
putting
61:21 127:13 138:18

Q

quality
53:5 99:15,22
quantity
174:10
quarters
123:16,19 124:12 125:23
question
7:14,21 9:16 21:18 26:11 30:18 37:24 38:6 40:6 41:11 47:8 56:25 86:17 90:15 93:1 114:24 119:14 136:7,12 152:2,4 159:23 160:6 164:5 171:17 175:11
questions
7:20 36:21 46:21 69:17 91:1 143:23 165:23 170:20,23 182:10 183:6
quick
93:12 170:6,14
quickly
89:6
quotations
76:12
quote
114:15 144:7
quote/unquote
127:16

R

Racket
151:6 175:20 183:2
railing
110:5
ramp
110:7
ramps
110:6
ran
24:18 27:3,7 28:10,11 82:13 83:11,23 151:13 157:7
Randy
154:18,24 155:16 156:1 158:16 165:18
Randy's
154:20 158:17
rates
19:17
Raybestos
18:8
Raybestos-manhattan
17:25 18:14,15
RDR
185:24
re-up
98:18,23
read
6:15 36:9,11,14,15 46:18 47:1 79:18 80:25 155:6 183:10 184:7 185:14
ready
98:23 116:6 181:23
real
18:18 19:18 24:13 33:20 60:21 61:8,12 78:1 83:22 127:3,16,22
Rearden
152:21,24
reason
6:11 7:10 29:2,5 117:4 179:14 184:9 185:5
reasons
115:18
rebuilt
180:15
recall
19:9 25:19 32:20,22 33:5,15,16,17 34:9 35:25 36:9 38:10,21 48:14,18,22 49:6,9,12 60:23 61:5,19 71:10 73:2,4,8 77:13 78:15 79:4 81:6,7 88:4,17 89:7 92:9 97:17 118:16 128:14 151:16 152:17 154:10 161:13,18 165:4 169:14,20
received
79:11 100:20
receiver
26:23
recent
92:20
recess
66:9 93:13 170:17

recollection
95:2 147:2

recommendation
106:19

recommendations
73:22

record
58:24 66:12 93:16
109:13 159:22

recorded
132:19 140:8

recordkeeping
102:23 104:13

records
100:11 132:4
168:21,24

redecorated
123:6

redid
180:15

redo
114:4

redone
108:5

reference
161:21

referenced
150:6

referencing
132:12

referring
120:6 137:8
161:22

refers
113:24

reflect
141:11,13

refresh
50:19 97:25
104:18 126:24
143:16,20 147:1

regime
28:20 95:23,24
176:13,14,16

registered
169:4

registration
64:25 179:19

regs
138:6

regular
52:22 124:23
157:6 163:15

regulating
117:9

regulation
141:14

regulations
54:17,19 79:23,25
117:9 138:7,9

regulatory
156:23

reimburse
52:4

reimbursed
86:23 177:17

reinforcement
111:13

related
8:10 39:6 143:2
149:8,18 168:25

relates
6:23 121:24
143:10

relative
67:11

releases
87:25

rely
40:7

remain
177:7

remarried
15:15

remedied
72:5

remedy
135:16

remember
5:20 11:8 21:17
37:17 38:15 43:20
61:2,11,14 62:1
65:13 69:16 73:6
78:10,12,23,24
84:21 88:21 98:15
106:9 114:20
118:25 122:6,21
123:20 126:4
129:14,16,21
130:14 132:3
143:14 145:9
146:3,7 151:7
152:24 165:25
170:11

remembered
81:4

remodel
49:7

remodeled
72:16

remote
20:2

Remount
45:19

remove
48:3,19 49:10
109:14

removed
107:25 108:8
179:24 180:6

renew
160:7

renewal
165:1

renewed
160:5 164:23

rent
11:13 35:22,24
61:15 89:17
122:17,24 123:9,
19 124:23 179:8

rental
175:4 179:7

rentals
41:15 174:6,23

rented
11:18 25:14 27:8
51:14 124:25
142:13,14,18

renter
115:17 166:19
179:3

renters
63:13,14 157:24

renting
26:18 27:19 55:17
57:8 126:7

rents
30:12 57:20 85:18
86:12 89:3 90:9
91:21

repair
70:13,20 104:24
109:15 111:13
144:25 173:5
181:11

repaired
71:18 72:16
108:15 111:7

repairing
109:19 110:21

repairs
70:17 71:11 72:9,
13 74:23 104:18
107:22 108:14
109:9 110:23
181:24

replace
110:2,15 116:9

replaced
72:14,15 108:5
111:5,8,9,17,19
112:7,15,16

replacement
110:24

replacing
110:5,21 112:4

replenish
114:11

replies
93:24

report
21:14 73:18,19
91:6 103:8,23,25
104:1,2 106:8
107:16,18 139:5,6,
17 146:6,11 155:7
159:9,12,20
178:16

reported
166:15

REPORTER
21:17,21 37:23
184:3 185:2

reports
53:4 168:9

represent
8:14 29:21 37:19,
24 46:23 50:16
55:9 56:2 60:9
69:2 94:8 96:9,11
129:5 130:2 134:6
182:18

representatives
22:4

represented
57:15 67:15

request
64:3,5 74:19 99:22
105:2,20 139:10
157:17

requested
51:10 143:5

requests
93:25 143:12

require
172:22

required
53:1 75:6 110:22
141:15 143:4
147:8

requirement
53:8 100:17
111:24

requirements
52:16 102:6 148:3
160:13

requires
173:8

rescheduled
97:24

research
17:2,3 149:22

reserve
138:13 143:11,13,
15,24 144:4,11,14,
17,19,21,22 145:1,
7,8,17,20 146:2,4

reserve's
145:11

reserved
138:3,16

reside
12:23

residence
11:16

resident
102:22

residential
122:5,7

residentially
134:19

resides
13:2

resigned
175:24

resort
115:18

resource
40:23

Resources
16:25 17:24

respect
68:15

response
6:18 100:24,25
159:23

responses
47:4

responsibility
41:19 135:12
155:6,7

responsible
82:9,13 84:6,23 102:11 103:10 117:22,25 155:10 181:5
rest
33:19 58:3 81:9
restarted
101:16
restaurant
28:15 156:16
restaurant/store
28:17
restricting
129:1,3
restriction
179:10,11
restrictions
128:25 130:3 132:7
restroom
49:22
restrooms
81:10,23,25 82:8 113:12
result
56:4 68:10 101:12 107:9 147:9 148:2 163:3
resulted
75:19,22
results
103:23 104:7 167:25
retire
22:13
retired
24:10 45:2 159:16
return
184:5 185:15
revenue
174:11
review
80:1
reviewed
94:17 117:10
revising
145:15
Rick
129:7
Rico
17:7,15,17
rid
134:15 178:20
ridden
125:19
rights
38:13 133:24
ring
65:20 69:5 144:11 172:12
river
38:12,23 39:11 55:9,19,24 56:3 57:3,9 58:1,7,8 59:2 65:5 70:24 71:8 84:21 85:10, 12 89:1,2,14,23 94:10 95:14 96:10 124:15 164:14 174:1,7,8 177:3,17 180:23 181:2,5
Riviera
16:14
RMR
185:24
Road
34:16,21 45:20 51:19 128:5 182:18,22
Rob
56:10 57:15
Robert
12:8 22:8 151:13
Roger
54:23 68:6 119:25 120:1,7 121:1,11 132:6 136:2
Rogue
128:11,12
Ron
9:25 77:9
roof
180:21,22
room
49:22 122:17,24 123:9,17 154:14
rooms
123:3 124:1
rot
70:18 71:4 72:21 75:12 107:11
Rotting
71:25 72:1
Rourk
151:13
Rourke
152:10
row
178:11
rule
178:25
rules
54:17 64:24 69:23 79:23,25 138:6 178:21 185:16
run
28:13 29:17 175:7
run-ins
53:25
running
24:21,24 25:9 26:12 29:16 40:1 43:10 151:15 175:8

S

Sabal
34:19 113:11 120:11,17 121:13 126:22 182:23
safe
44:20
safely
115:20
safety
63:15 115:18 153:22,23
sailed
97:16
salary
158:16
sale
59:13 67:6,15,16 97:23 142:18
sales
22:1,2,10,21 23:19 30:15 43:12,25 44:1,14 84:22 85:11 173:19,21, 25 174:1 176:19 181:8
Sales'
85:17
salesman
23:20
salt
71:4
saltwater
71:3
samples
103:19
sampling
103:11,13,15
Sanders
21:7
Sandpiper
11:24
Sandra
184:3 185:2,13,24
satisfy
48:9 52:15
Saunders
21:25 22:11,14,17 23:13
scale
152:6
scattered
46:24
schedule
143:9 146:19
scheduled
143:2
scheme
111:2
school
14:4,5
scuttlebutt
77:1
secretary
68:23
section
140:9
secure
164:4
security
162:8,9,10,22
sediment
99:15
Seeking
69:19
self-insured
177:8
self-storage
51:17,23
sell
28:17 31:22 32:13 34:2,11 68:14 127:14
selling
43:14 84:23 116:13,19 174:3
send
48:4 63:25 64:2 84:11 103:14 104:7 105:19
139:17 179:1
sending
104:24 165:25
sends
139:16
Sentry
27:14 28:19 40:5,7 41:20 63:5,9,25 64:11,14 65:4 86:11 90:16,19 126:25 147:11 179:2
separate
112:8,10
September
122:8 165:6,9 168:9
served
62:3
service
122:9 166:10,13
services
20:17 112:10 151:24
SESSOMS
182:10
set
20:19 40:16,17 49:24 84:19 155:16 174:1
settle
158:17
settled
158:21
settlement
87:16 89:12,25
settling
71:23 75:20
seventy
16:9
sewage
115:16
sewer
112:19,21
shake
180:22
shakes
6:19
shape
74:11 125:16
Sharon
12:14 14:22 15:13
she'd
46:10

Shelby
13:8

shelving
180:19,20

ship
26:4,6,9,14,16,19 28:10 29:9,17,25 30:4 37:16 49:2,3, 10 57:1,12 58:2, 13,16 59:12,24 60:11 61:6,22 66:15 68:11 70:15, 22,25 79:16 82:13, 24 83:2 84:3 91:9 97:24 104:17,24 113:5 122:4,18,20 123:24,25 124:18 128:25 129:2,4,9 130:19 131:11,15 132:9 134:15 150:2 151:14,16 156:20 157:7 172:17,22 173:17 174:19 175:7 176:4,8,10,25 177:18 180:10,15, 25 181:16

short
86:20

shortage
176:17

show
60:17,24 140:20 159:22 177:10

showed
61:7 127:5 128:17

showing
69:11 90:25 100:25

shown
132:1

shows
141:22

shut
29:9

sic
54:9,14 173:21

side
19:22,23 21:2 55:2 56:18 62:5 68:18 134:3 176:7

siding
72:15 110:22

sign
6:15 160:17 163:19 183:10 185:14

Signature
184:1,5 185:1,15

signature's
104:16

signed
38:16 87:24 89:25 160:11,16 164:18

significant
182:1

similar
44:2 164:21

Simon
95:18

Sineath
34:23

single
178:3

sink
71:18 123:7

sir
5:17 8:3 9:24 10:25 12:11 13:21 15:6,23 33:12 45:9 48:24 56:1 66:16 81:12 89:9 93:5 97:12 99:7 109:11 113:4 115:14 119:24 120:10 130:15 146:21 160:22 165:8 167:8

sit
35:5 90:21 114:22

site
41:22 42:7 138:7

situation
53:23 75:25 86:9 88:7 89:1 92:20 106:14,15 116:4 157:3,4 171:12 174:15

size
124:19

Skip
152:12

slapped
119:20

sleep
124:2

sliding
112:5

slip
30:12 31:17 32:5 33:13 35:6,22,24 36:2 38:9 39:19,23 40:2,8 63:9 85:18 86:12 91:21 92:6 97:19 115:20 116:4 126:8 142:13,14,17 154:4 165:15 168:22 169:1 171:14 178:17 179:3,14

slips
25:15 26:18,24 27:8,19,20 30:23 31:13,25 34:11 37:16 38:13 39:17 40:17 41:9 55:17 56:5 57:8 79:14 80:13 85:8 133:9 140:4 166:13 175:6

small
16:17 20:1 35:9

smart
36:17

Smith
133:19,20 154:21

snacks
29:18

so-called
59:17

soil
52:25

sold
24:10 29:18 31:20 32:4,6,9 33:1,3 34:1,6 35:8 41:9 59:13,17,24 66:23 84:2 85:8,20,24 97:18 117:2

solely
176:5

solution
136:2 166:14

someplace
51:12 52:15

son
54:13

son's
147:5

sort
24:24 69:19 81:20 122:17 128:20,21 133:10 152:5 156:16 163:4

sounds
69:9

south
6:3,4,7 13:25 17:7 20:4 23:1 45:19 56:13 57:14 88:23 94:9 185:13

Southeast
23:4

space
61:15 108:20 138:3 173:9

spaces
132:20 134:21 135:24 138:14,16

spare
173:2

Spartanburg
56:13

speak
21:2 35:11 53:22 124:16 172:11 178:15

speaking
10:7 131:10 172:3

specialist
74:4

specific
129:16 136:7

specifically
104:15

specifics
79:5

specifies
158:25

speed
105:4 114:12

Spell
21:8

spend
122:20 175:13,16

split
155:17

splitter
166:20

spoke
106:11

spouse
14:24 15:1

spouse's
13:7

spray
71:4

spreadsheet
63:19 157:23

spring
86:8 130:8

square
124:21 167:24

stains
125:18

stairs
110:6,8

star
161:4

start
24:20 93:1

started
18:9 23:20 29:8 78:11 171:21

starting
93:3

state
100:19 113:10 157:1 168:20 175:5 185:13

stated
104:16 148:22

statement
30:2 38:5 45:3 79:3 113:20 122:1, 3

states
97:22 137:7 139:19

station
142:6 172:20

status
118:20

stay
18:13 123:17 125:12 178:24

step
108:3 110:3

steps
18:11 110:16,17, 20

Steve
65:12 83:14

storage
49:23 51:23 52:1, 3,9 104:11 118:13 119:8 128:13 180:7

store
26:4,6,9,14,16,19 27:4,7 28:10 29:9, 17,25 30:5 37:16 43:10 49:2,3,10 57:2,12 58:2,13,17 59:12,24 60:12 61:6,22 66:15

68:11 70:15,23,25 79:17 82:14,24 83:2 84:3 97:24 104:17,24 113:6 122:4,18,20 123:24,25 124:18 128:25 129:2,9 130:19 131:11,15 132:9 134:15 150:3 151:14,16 156:20 157:7 172:17,22,23 173:17 174:20,22 175:7 176:4,8,10, 25 177:18 180:10, 15,25 181:17

store's 129:4

store/fuel 91:9

storm 63:16

story 161:17 181:16

straits 87:6

strategy 10:8,19

stream 30:9,14 123:5,23

strictly 44:10

Stringer 129:6

Stringer's 129:7

structural 75:16 107:20 181:25

structure 89:21

structured 145:16

structures 107:5

students 125:1

studies 143:11,13

study 143:15,25 144:4, 14,17,19,21 145:1, 7,8,12,17,20 146:2,4

stuff 10:18 20:25 41:12 48:3 49:20,24 50:1,5,8 60:8 89:2 93:2 102:5 145:4 167:6 180:16

sublet 175:6

submarines 16:18 20:1

submit 53:4 104:8

submitting 53:13

subs 20:2

subsequent 79:13

subsequently 58:14

substance 6:23 8:22 10:3 77:3

substantially 164:19

successful 29:1

successor 55:24

sudden 57:19

sued 5:12 171:8,12

suggestions 104:24

summer 50:11,12

summertime 135:4

summons 94:9

Suncoast 39:6

sunset 94:25 95:6 96:4 97:16 156:13,15, 18

supplement 123:4,22 175:3

supplies 48:15 49:24 172:23 173:14,16

supply 166:5 173:15 180:3

supposed 134:1

supposedly 38:12 61:9 62:23

surface 110:11

surveyor 161:1

survived 19:15

suspect 58:9 125:13

Sutton 88:19,20 97:1,2,4, 15 130:17 131:5

Suttons 97:5

switch 171:23

sworn 5:5 6:21

system 102:5 116:10 139:22 161:16,23 162:4,8,10,22 164:4 166:5,6 172:4

systems 112:9

T

table 138:18

tabled 129:15,17,20 130:12

takes 80:12 148:18 149:21 161:1

taking 73:10 124:17 151:13 166:12

talk 6:12,13,22 8:22,25 10:4 34:22 64:17 74:13 121:10 178:25

talked 9:8 55:4 169:19

talking 11:11 28:5 32:10 33:10 39:4 51:2 54:20,24 62:6,19 67:23 81:24 134:24 139:14 142:24 144:5 146:3 156:14 173:1

talks 121:25

tank 118:13 119:8

tanks 117:18,20 118:2,9, 19 119:11,16 177:8,9,13,14,18

tasked 103:11

tax 142:18 178:4

taxes 177:16

tear 128:22

technicality 59:16

Technically 11:15

Technologies 23:12 24:1,6,8,17

Technology 23:11,18 43:12

tells 7:22

tenancy 46:5 125:24

tenants 125:3 158:10

tenure 124:7

term 30:6 42:4 56:1,2

termite 106:14,15,21 107:18

termites 106:16 107:1,9 108:2

terms 36:18 158:18 173:9 174:10 179:7 180:10

test 99:15

testified 5:5 35:14 47:23 66:16 79:6 111:12 113:7 127:15 132:8 139:22 140:19 146:23 149:12 158:11 168:14,23

testify 7:5

testimony 8:23 29:23 66:14 67:4 77:24 87:10 93:25 94:14 95:16 121:25 122:16 142:23 143:6 154:23 159:11,18 166:11 168:3 184:8

testing 52:25 53:1 101:14, 17

tests 53:13 99:22,25 100:14,25 104:7

text 48:5

thatch 180:22

theories 76:7

thereof 69:16

thereto 36:25

thick 36:12

thing 30:13 32:7 103:13 104:6 107:24 108:18 115:12 127:14 129:25 134:1 163:6 166:18,25

thing's 88:23

things 5:15 7:19 43:21 48:17 69:17,23 70:5,7,17 71:4 75:6 88:15 89:17 102:25 125:18 132:4 146:25 157:23,25 163:12

thinking 113:22 128:15,18 131:14 137:12

thinks 137:8,15

thirty

185:16
thought
18:21 32:25 68:1 74:10 79:6 98:5,8 113:11 136:8
thousand
86:8 100:3 114:20 180:14
threaten
135:19
threatening
89:15,16
three-bedroom
124:17,22
Three-digit
162:14
tides
152:16
tie
66:13
tied
128:6
Tiger
55:9,18 57:9 58:7, 8 59:2 89:2,14 94:10 95:14 96:10 124:14
time
5:18 11:9 15:22 17:17 19:17 25:18 26:17 34:5,8 36:8, 10 45:13,16 53:20 56:23 60:13 61:20 63:1 70:8 71:12 73:16 74:9 76:4 79:19 81:18 82:4, 24 84:2 85:21 86:20,24 96:5 98:3,17 101:7 103:14 116:18,22, 23 122:7 125:9,11 126:1,3 133:18 142:5,12 144:13 151:10 153:25 157:12 159:3 161:18 163:12 173:18,22 175:23 177:3 179:10 180:8,16 181:18, 22
timing
19:18
tin
109:14
title
21:24 58:2 80:12, 16,22,23,25 102:7
today
6:10,17 7:11,19 8:6,8 9:9 35:5,20 40:20 46:21 90:21 94:1 97:3 104:14, 16 107:8 114:22 134:4 139:22 140:19 147:25 149:19 157:9 159:11,18 164:21 166:12 168:1,14, 23 169:19 171:1, 15
today's
8:22 9:12
toilet
123:3
told
10:16 47:16 49:9 52:17 53:12 76:2,8 77:8 78:5 87:19 88:22 89:5 103:13 119:19 141:17 153:4,6
Tom
9:23 47:20 77:7,9 133:16 160:24
ton
171:15
tools
43:14 48:17
top
137:7 138:2 142:20 156:24 159:7
topic
78:21
touched
148:8,11
tow
135:17 178:19
towed
135:11
towels
173:15
Towing
135:15
town
129:7
toxic
59:17
track
63:14
traffic
122:13 134:12,18 174:7,8
trailer
54:13 147:5 148:20 159:21
trailers
54:10 135:22,23 146:25
trailing
54:14
training
75:2
transaction
64:7
transcript
183:10 185:16
transcription
184:8
transferring
94:19
transition
20:8 23:14
transpired
66:9 93:13 170:17
trash
159:10,13,20
traveled
23:4
traveling
46:8 156:3 165:14
treads
110:18
Treasurer
68:23
treated
7:7 106:20 108:2
treatment
107:2,11
Trident
103:20
trouble
14:24 154:5
trudge
93:8
true
153:16 184:7
trust
84:14
Tumbleston
83:14,23
Tuna
28:14,21 29:8 58:14 83:5,6,11,21 116:20,21
turn
93:7 95:10,13 96:19,24 104:14 121:21 126:24 128:19 130:1 143:17 160:19 161:20 165:3,22 168:7 170:6,7
turned
90:17
turns
57:25
type
41:22 44:2 48:17 53:23 69:20 71:16 84:17 127:13 173:16 181:10
types
109:9
typical
175:16

U

Uh-huh
12:5
ultimately
127:9
um-hum
6:25 7:1 20:18 56:19 69:6 96:22 99:13 152:15 165:17 168:16 171:6
unavailable
142:7
underground
117:18 118:13 119:8
underneath
51:4 173:2
undersigned
184:6
understand
7:15,16 45:12 46:15,17 102:12
understanding
47:9,10 55:22 56:7 131:16 156:15 166:16
understood
6:19,24 7:22 59:16
unfavorable
115:19
unfolded
57:11
unit
51:23 111:8,10 112:14 116:1 138:4 171:10 173:19 174:4,6 178:3 179:8,13 180:2,5
units
62:20 63:4 69:14 85:20 109:8 112:9 177:21
universally
75:17
unnecessarily
149:6
unsecured
86:24
unsold
37:15 38:13
unstable
71:23
update
101:14 157:22
updated
63:12 102:21 140:10,24 141:18, 19,21 142:3
updates
63:23
updating
101:20 147:21 148:2
upkeep
180:11
upstairs
124:19
urgent
148:13
useless
107:4
utility
132:4

V

V-e-r-m-e-l-l-e
12:4
vacated
179:14
vacationers
163:7
valid
56:2
Vanwagenen
150:21,24 151:4

vehicles
138:5
verbal
6:18
verbally
178:25 185:14
verify
120:5
Vermelle
12:4
version
157:11 173:8
versus
8:11 57:13
vessel
64:19 157:25
viable
30:6,8 56:2
vice
17:13
video
164:6,8
view
52:11
violating
178:21
violation
52:18 119:20
147:17 179:3,4
vis-à-vis
52:16 151:15
visits
60:16
voiced
103:1
vote
129:15 130:11
160:3
voted
129:3,9,11 130:9,
13

W

wait
21:17 37:23,24
104:5
waive
183:11
walk
160:22 161:9
163:23
wall
172:8
Walmart
128:5
wanted
51:5 107:16
113:21 120:13
127:7 129:1 152:6
155:15 166:3,4,21
wanting
120:21 130:19
war
14:13
warnings
119:15
waste
139:21
wastewater
172:21
watch
163:11 164:11,12
watching
164:7
water
52:25 53:5 70:24
76:3 81:16,25
82:3,10,19 99:15,
22 103:11,13,15
109:15,23 135:16
139:25 142:6
156:24
Wayne
12:8
weather
115:19
weather-resistant
109:23
webmaster
42:4
website
27:21 40:17,19
41:1,2,4,24 123:16
week
158:25 162:25
163:1
weekend
179:9
weeks
33:22,23 162:25
163:1
Werk
39:12,13,22 58:9
West
16:2,14,15 17:4
wet
108:20 125:19
Whit
171:3
Whitney
15:24 16:1,6,12
whomever
162:18
wide
162:23
widow
46:12
wife
12:19 24:18,20
25:9 26:5 27:7
29:16 46:7 123:4
176:1,6
wife's
12:13 45:16
Williams
127:2,19 128:10
Wilson
133:16
windows
72:15 111:16,19
wine
125:18 126:16
174:22
Winston-salem
21:11,15
wiring
180:4
wiring's
167:4
wives'
12:18
wood
70:18 71:14
wooden
107:4
word
37:18 42:4
words
8:5 46:14 54:3
80:15 90:8 105:1
106:24 113:20
162:22
work
15:19 16:24 17:23
18:4 19:12,21
21:12 22:18 23:1,8
27:18 43:14,18
44:6,9 46:12 83:20
89:11 112:12
162:13 166:22
174:25 175:14
181:3
worked
15:24 16:4,13
17:18 83:16 152:8
155:23
working
20:9 24:16 56:3
57:5 91:21 98:3
116:12 136:2
works
95:1 154:24 155:1
workshop
49:23
world
44:22
worth
177:10
write
106:7 139:8,10
179:2
writing
89:15 146:7 169:7
185:15
written
129:25 155:14
wrong
10:17
wrote
89:24 115:10
122:2

Y

y'all
10:4 45:10,22 46:2
72:22 93:11 107:1
118:3 135:10
152:14 160:4
163:9
Yacht
151:7 175:21
183:3
year
19:14 20:6 24:12
28:13,23 31:10
43:13 49:14,15
50:11,17 64:5
83:3,10 85:15 88:4
98:11 125:2
156:12 158:23
160:9 162:1 165:6
yearly
53:7,13 101:16
years
11:5,14 16:7,21
17:10,16 18:2
22:12 23:9,15 24:2
25:22 26:1 31:23
32:23 33:1 34:3
43:10 44:18,20,21,
24 45:2,25 65:1
66:1,4 68:19 72:3
98:11 99:23 100:1,
21 102:19 141:16,
18 142:9 175:19
176:2 182:24
yesterday
148:20
Yohanna
65:19
Yount
94:25 95:6

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Alben D. Neighbors and Dan G. Nekola, on behalf of themselves and others similarly situated, and Mariner's Cay Marina Council of Co-Owners, Inc., Plaintiffs, v. Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, George A. Farmer, and South Atlantic Bank, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-03099 **AMENDED NOTICE OF DEPOSITION OF ED GEIGER**
Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, Third-Party Plaintiffs, v. Emerald McDonough Road Holdings, LLC, Third-Party Defendant.	



TO: CAPERS G. BARR, IV, ESQ.
DAVID C. CLEVELAND, ESQ.
ATTORNEY FOR THE PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that at **10:00 a.m.** on **Monday, August 6, 2018**, at Clawson and Staubes, LLC, 126 Seven Farms Drive, Suite 200, Charleston, South Carolina, the Attorneys for the Defendants, Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, George A. Farmer and South Atlantic Bank and Third Party Plaintiffs Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, will take the deposition of **Ed Geiger**, on oral examination, pursuant to Rule 30, SCRCP, before a Notary Public, or before some other

officer authorized by law to take depositions, said deposition to continue from day to day until completed.

You are invited to attend and take such part as is fit and proper.

LUZURIAGA MIMS, LLP

By: _____

Kevin W. Mims, SC Bar No. 69418
Whidbee S. Perrin, SC Bar No. 100396
50 Immigration St, Suite 200
Charleston, SC 29403
(843) 410-4713
kmims@lmlawllp.com
wperrin@lmlawllp.com

Attorneys for the Defendants Mariners Cay Marina Condo, LLC and George A. Farmer and the Defendant/Third-Party Plaintiff Mariners Cay Marina Condo, LLC

BUIST BYARS & TAYLOR, LLC

By: _____

G. Hamlin O'Kelley, III, SC Bar #15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

Attorneys for the Defendant/Third-Party Plaintiffs Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC and South Atlantic Bank

Mount Pleasant, South Carolina
June 21, 2018

CERTIFICATE OF MAILING

I hereby certify that on June 21, 2018, I mailed, postage prepaid, to counsel of record in this matter, as follows:

Capers G. Barr, IV Barr, Unger & McIntosh, LLC 11 Broad Street Charleston, SC 29401 *Attorney for the Plaintiffs*	Andrew W. Montgomery, Esq. Rogers Townsend & Thomas PC 1221 Main Street, 14th Floor (29210) PO Box 100200 Columbia, SC 29202 *Attorneys for the Defendant Emerald McDonough Road Holdings, LLC*
David C. Cleveland, Esq. Clawson and Staubes LLC 126 Seven Farms Drive, Suite 200 Charleston, SC 29492-8144 *Attorney for the Plaintiffs*	

Amanda C. Taylor
Paralegal to G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA

ISSUED BY THE Common Pleas COURT IN THE COUNTY OF Charleston

Alben D. Neighbors and Dan Nekola, Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Mariners Cay Marina Condo, LLC et al.,,
Defendant

Case Number: 2017-CP-10-3099

Pending in Charleston County

TO: Ed Geiger
c/o Capers G. Barr, III, Esq.
Barr Unger & McIntosh LLC
11 Broad Street
Charleston, SC 29401

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Clawson and Staubes LLC 126 Seven Farms Drive, Suite 200 Charleston, SC 29492	August 6, 2018, 10:00 AM

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE	DATE AND TIME
	, AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
	, AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

June 20, 2018 G. Hamlin O'Kelley, III

{01116812.DOCX}SCCA 254 (05/2011)

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on next page)

Attorney/Issuing Officer's Signature | Date | Print Name

Indicate if Attorney for Plaintiff or Defendant

Attorney's Address and Telephone Number :

Attorney for Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC and South Atlantic Bank

Buist, Byars & Taylor, LLC

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Clerk of Court/Issuing Officer's Signature | Date | Print Name

Pro Se Litigant's Name, Address and Telephone Number :

PROOF OF SERVICE

SERVED	DATE June 21, 2018	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE Barr Unger & McIntosh LLC	☐YES ☒NO AMOUNT $
SERVED ON Capers G. Bar, IV		MANNER OF SERVICE Regular Mail
SERVED BY Amanda C. Taylor		TITLE Paralegal to G. Hamlin O'Kelley, III

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on June 21, 2018

SIGNATURE OF SERVER

652 Coleman Blvd., Suite 200, Mt. Pleasant, SC 29464
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on next page)

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Alben D. Neighbors and Dan G. Nekola, on behalf of themselves and others similarly situated, and Mariner's Cay Marina Council of Co-Owners, Inc., Plaintiffs, v. Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, George A. Farmer, and South Atlantic Bank, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-03099 **AMENDED NOTICE OF DEPOSITION OF JEFF HEATLEY**
Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, Third-Party Plaintiffs, v. Emerald McDonough Road Holdings, LLC, Third-Party Defendant.	

TO: CAPERS G. BARR, III, ESQ.
DAVID C. CLEVELAND, ESQ.
ATTORNEY FOR THE PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that at **10:00 a.m.** on **Friday, August 10, 2018**, at Clawson and Staubes, LLC, 126 Seven Farms Drive, Suite 200, Charleston, South Carolina, the Attorneys for the Defendants, Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC, George A. Farmer and South Atlantic Bank and Third Party Plaintiffs Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, will take the deposition of **Jeff Heatley**, on oral examination, pursuant to Rule 30, SCRCP, before a Notary Public, or before

some other officer authorized by law to take depositions, said deposition to continue from day to day until completed.

You are invited to attend and take such part as is fit and proper.

LUZURIAGA MIMS, LLP

By: Kevin W. Mims by HBO

Kevin W. Mims, SC Bar No. 69418
Whidbee S. Perrin, SC Bar No. 100396
50 Immigration St, Suite 200
Charleston, SC 29403
(843) 410-4713
kmims@lmlawllp.com
wperrin@lmlawllp.com

Attorneys for the Defendants Mariners Cay Marina Condo, LLC and George A. Farmer and the Defendant/Third-Party Plaintiff Mariners Cay Marina Condo, LLC

BUIST BYARS & TAYLOR, LLC

By: _____

G. Hamlin O'Kelley, III, SC Bar #15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

Attorneys for the Defendant/Third-Party Plaintiffs Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC and South Atlantic Bank

Mount Pleasant, South Carolina
June 21, 2018

CERTIFICATE OF MAILING

I hereby certify that on June 21, 2018, I mailed, postage prepaid, to counsel of record in this matter, as follows:

Capers G. Barr, IV Barr, Unger & McIntosh, LLC 11 Broad Street Charleston, SC 29401 *Attorney for the Plaintiffs*	Andrew W. Montgomery, Esq. Rogers Townsend & Thomas PC 1221 Main Street, 14th Floor (29210) PO Box 100200 Columbia, SC 29202 *Attorneys for the Defendant Emerald McDonough Road Holdings, LLC*
David C. Cleveland, Esq. Clawson and Staubes LLC 126 Seven Farms Drive, Suite 200 Charleston, SC 29492-8144 *Attorney for the Plaintiffs*	

Amanda C. Taylor
Paralegal to G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA

ISSUED BY THE Common Pleas COURT IN THE COUNTY OF Charleston

Alben D. Neighbors and Dan Nekola, Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Mariners Cay Marina Condo, LLC et al.,,
Defendant

Case Number: 2017-CP-10-3099

Pending in Charleston County

TO: Jeff Heatley
c/o Capers G. Barr, III, Esq.
Barr Unger & McIntosh LLC
11 Broad Street
Charleston, SC 29401

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Clawson and Staubes LLC 126 Seven Farms Drive, Suite 200 Charleston, SC 29492	August 10, 2018, 10:00 AM

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE	DATE AND TIME
	, AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
	, AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

June 20, 2018 G. Hamlin O'Kelley, III

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on next page)

Attorney/Issuing Officer's Signature | Date | Print Name

Indicate if Attorney for Plaintiff or Defendant

Attorney's Address and Telephone Number :

Attorney for Mariners Cay Marina Condo, LLC, Mariners Cay Fuel Dock, LLC and South Atlantic Bank

Buist, Byars & Taylor, LLC

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Clerk of Court/Issuing Officer's Signature | Date | Print Name

Pro Se Litigant's Name, Address and Telephone Number :

PROOF OF SERVICE

SERVED	DATE June 21, 2018	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE Barr Unger & McIntosh LLC	☐YES ☒NO AMOUNT $
SERVED ON Capers G. Bar, IV		MANNER OF SERVICE Regular Mail
SERVED BY Amanda C. Taylor		TITLE Paralegal to G. Hamlin O'Kelley, III

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on June 21, 2018

SIGNATURE OF SERVER

652 Coleman Blvd., Suite 200, Mt. Pleasant, SC 29464
ADDRESS OF SERVER

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(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on next page)

In the Matter Of:

Alben D. Neighbors, et al vs. Mariners Cay Marina Condo, LLC, et al

---

Amanda J. Barnes

August 09, 2018



A. William Roberts, Jr. & Associates

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

ALBEN D. NEIGHBORS and DAN G. NEKOLA, ON BEHALF OF THEMSELVES AND OTHERS SIMILARLY SITUATED, AND MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.,

Plaintiffs,

vs. Case No. 2017-CP-10-03099

MARINERS CAY MARINA CONDO, LLC, MARINERS CAY FUEL DOCK, LLC, GEORGE A. FARMER, and SOUTH ATLANTIC BANK,

Defendants.

(Full Caption on Page 2)

DEPOSITION OF: AMANDA J. BARNES

DATE: August 9, 2018

TIME: 10:06 AM

LOCATION: Clawson & Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC

TAKEN BY: Counsel for the Defendants

REPORTED BY: SANDRA K. BJERKE, RDR, CRR, CBC

A. WILLIAM ROBERTS, JR. & ASSOCIATES

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ALBEN D. NEIGHBORS and DAN G. NEKOLA, ON BEHALF OF THEMSELVES AND OTHERS SIMILARLY SITUATED, AND MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.,

Plaintiffs,

vs. Case No. 2017-CP-10-03099

MARINERS CAY MARINA CONDO, LLC, MARINERS CAY FUEL DOCK, LLC, GEORGE A. FARMER, and SOUTH ATLANTIC BANK,

Defendants.

MARINERS CAY MARINA CONDO, LLC and MARINERS CAY FUEL DOCK, LLC,

Third-Party Plaintiffs,

vs.

EMERALD McDONOUGH ROAD HOLDINGS, LLC,

Third-Party Defendant.

APPEARANCES OF COUNSEL:

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ALSO PRESENT:

George "Dolph" Farmer

(INDEX AT REAR OF TRANSCRIPT)

(EXHIBIT 138, Amended Notice of Deposition of Amanda Barnes dated 6-21-18, marked for identification.)

AMANDA J. BARNES

being first duly sworn, testified as follows:

EXAMINATION

BY MR. O'KELLEY:

Q. Good morning, Ms. Barnes. My name is Hamlin O'Kelley. I am here to take your deposition in a case in which I represent two LLCs: Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC. Those entities are -- I actually represent South Atlantic Bank as well. And those two entities are owned by a fellow named George Farmer who goes by the name Dolph.

And as we go forward today you can take any break you want to take.

You need to give me verbal responses. Do you understand that?

A. Yes.

Q. Okay. Can't have an um-hum or an hum-um or a head shake because that doesn't read on the transcript.

You have the right to read and sign this deposition. Not to change your testimony,

but, for example, if Barnes is misspelled or something of that nature, you can go back and correct it.

The Supreme Court of South Carolina requires me to tell you that if we take a break and you talk to Mr. Barr I'm allowed to ask you about the substance of what you discussed now that you're under oath. Do you understand that?

A. Yes.

Q. You can talk about the weather, you can talk about this weekend, whatever you want, but you cannot discuss this deposition. You can't turn to him and say how am I doing or something of that nature. Do you understand that?

A. Yes.

Q. Are you currently under the influence of any medication, drugs or alcohol that would prohibit your testimony today?

A. No.

Q. All right. If I ask you a question and you don't understand it, you need to ask me about it, not Mr. Barr. Do you understand that?

A. Yes.

Q. And there may be a time that Mr. Barr may object to something, but you have to answer the

question unless he specifically says do not answer that. Do you understand that?

A. Yes.

Q. Okay. Have you ever been treated for alcoholism, drug abuse or depression?

A. No.

Q. Okay. Do you know of any reason that would make it impossible for us to take your deposition today?

A. No.

Q. Have you ever had your deposition taken before?

A. No.

Q. Okay. Have you ever been a party to a lawsuit?

A. No.

Q. Do you know why -- in your own words, why we're here today?

A. Yes. It's basically a case between the association and Dolph or his LLCs over ownership of the ship store and fuel docks.

Q. And I've passed to you Exhibit 138. Have you ever seen that document before?

A. Yes.

Q. And you saw it in the context of being

notified about being here today; is that correct?

A. Yes.

Q. Okay. And what did you do to prepare for your deposition today?

A. I met with --

Q. And I don't want to know about anything you talked with Mr. Barr about.

A. Yeah.

Q. But you can say I met with Mr. Barr.

A. Yeah. I met with Mr. Barr two days ago.

Q. Did you talk to anyone on the board prior to coming here today?

A. No.

Q. Did anyone from the board contact you in any way about this deposition?

A. No.

Q. Did you discuss the deposition with anyone else at Sentry Management where you are employed?

A. No.

Q. Okay. Besides -- and we'll just say it right now. You are still the property manager for Mariner's Cay Marina Council of Co-Owners; correct?

A. Yes.

Q. And if I use the term dockominium, will you know what that means?
A. Yes.
Q. And if I say that you are the manager of the dockominiums, you'll understand what that means; correct?
A. Yes.
Q. Besides being the property manager for the dockominiums and the council of co-owners, do you have any other involvement with this lawsuit?
A. No.
Q. You're not involved with any decision-making, any strategy, nothing of that nature; correct?
A. Correct.
Q. And you don't currently serve on the board of the Mariner's Cay Marina Council of Co-Owners; correct?
A. Correct.
Q. And do you own a dockominium slip at Mariners Cay yourself?
A. No.
Q. Have you ever owned any sort of condominium?
A. Yes.

Q. Okay. Tell me about that.
A. I own a condo in Greensboro, North Carolina. My first home I purchased. Still own it, unfortunately.
Q. Do you lease it?
A. Yes.
Q. And do you know when you purchased that condo?
A. February 2004.
Q. Okay. Not to be too precise, but you know exactly when you purchased it.
A. I remember the month.
Q. Okay. And have you ever reviewed the master deed for that condominium association?
A. Yes.
Q. And do you know when that condominium was created? In other words, were they -- this building built as condos or was it a condo conversion or do you know?
A. It was built as condos.
Q. Okay. And when was it built, if you know.
A. That unit was built -- finished in 2004.
Q. So you bought it new.

A. Yeah, I bought it brand new.
Q. Okay. Great. And did you ever serve on the board of that condominium association?
A. No.
Q. And you said you own it still, unfortunately, was your testimony. That was the adverb that was used. Why did you say unfortunately?
A. I don't like having a rental property in another state.
Q. But it has nothing to do with --
A. No.
Q. -- the management of the regime --
A. No.
Q. -- there or your complaining about the dues being too high --
A. No.
Q. -- or regime fees or anything of that nature.
A. Nope.
Q. It's -- you just --
A. Headache of being a landlord.
Q. Headache of being a landlord. And do you have it leased on a regular basis?
A. Yes.

Q. Have you had the same tenant or several tenants?
A. I've had several.
Q. And I'm guessing, since you bought it in 2004, that's where you lived until you relocated to Charleston?
A. Um-hum. Yes.
Q. And when did you move to Charleston?
A. 2006.
Q. Okay. So that condo's been rented for the last 12 years --
A. Yes.
Q. -- continuously.
A. Yep.
Q. And getting along those lines, tell me your home address here.
A. 1003 Island View Court. That's Charleston. 29492.
Q. Is that here on Daniel Island?
A. It's off Clements Ferry.
Q. And have you lived there since you moved to Charleston in 2006?
A. No.
Q. All right. How many years have you lived at 1003 Island View Court?

A. I've lived there two months.
Q. Two months. Okay. And where did you live prior to that?
A. Before that was 1244 Island Club Drive. Same Zip Code. 29492.
Q. And is that Daniel Island?
A. That's Clements Ferry as well.
Q. Clements Ferry as well.
A. Yeah.
Q. And was that the address you had from 2006?
A. Yes.
Q. Okay. And prior to that you were in Greensboro.
A. Yes.
Q. Do you have any family in Charleston County by whom you're related to by blood or marriage?
A. Charleston County, no.
Q. And is your property that's the Charleston address at Island View Court, is that Berkeley County?
A. It is Berkeley County, yes.
Q. And I don't mean this to be offensive, but tell me your birth date, please.

A. 4-28-79.
Q. And where were you born?
A. Toledo, Ohio.
Q. And tell me, did you grow up in Toledo?
A. Partially, yes.
Q. Okay. Where did you -- why did you say partially? You lived there for a few years --
A. I lived there --
Q. -- and then moved?
A. We lived there until '91, I believe, and then we moved to Cleveland.
Q. Did you graduate from high school in Cleveland?
A. No.
Q. Okay.
A. In '93 we moved to Wilmington, North Carolina.
Q. Okay. And did you graduate from high school in Wilmington?
A. Yes.
Q. Which high school?
A. Hoggard.
Q. Spell it for me.
A. H-O-G-G-A-R-D.
Q. And what year did you graduate from

high school?

A. '97.

Q. And then did you go to college after high school?

A. Yes.

Q. Where did you go?

A. UNC Greensboro.

Q. Did you graduate from UNCG?

A. Yes.

Q. With what degree?

A. A BA in communication studies.

Q. What year?

A. 2001.

Q. And I'm taking -- just piecing some stuff together from what you've just told me. You stayed in Greensboro since you bought a condo there three years later? Or tell me about your work history.

A. After college, not having a job, I moved back home for a short time.

Q. Okay. Back home to Wilmington?

A. Back home to Wilmington for several months and then took a position in Greensboro. Moved back to Greensboro.

Q. I forgot to ask you. Are you married?

A. Yes.
Q. Okay. And what's your spouse's name?
A. Stephen. S-T-E-P-H-E-N.
Q. Barnes?
A. Yes.
Q. What was your maiden name?
A. Martin. M-A-R-T-I-N.
Q. Do you have any children?
A. No.
Q. Okay. So when you moved back to -- tell me what you did when you moved back after your short time at home in Wilmington.
A. For a career?
Q. For a job.
A. Jobs?
Q. Yes, ma'am.
A. I worked as the dining room manager of a country club.
Q. Which country club?
A. Sedgefield.
Q. And how long did you work at Sedgefield?
A. Oh, about four years.
Q. So until --
A. Until I moved to --

Q. -- 2006?
A. '06, yeah.
Q. Okay. Did you ever get a promotion, or that whole time you were just the dining room manager?
A. Just the dining room manager.
Q. And then you moved to Charleston.
A. Yes.
Q. And what brought you to Charleston?
A. My husband got a job here.
Q. And what does your husband do?
A. Currently he works for Charleston County.
Q. Okay. Is that what brought him here originally?
A. No.
Q. What brought him here?
A. A job with Berenyi, Incorporated.
Q. What was he doing at Berenyi?
A. He was a landscape architect.
Q. Okay. Is he a landscape architect with the county?
A. He is registered. He does do some work with the county for it. He is, right now, their grounds foreman.

Q. For all county-owned property?
A. Um-hum.
Q. Is that a yes?
A. Yes.
Q. He oversees maintenance crews, landscaping crews, things of that nature?
A. Yes.
Q. And how long has he had that job?
A. About a year and a half.
Q. And what did you do, upon moving to Charleston, for work?
A. I worked for the Daniel Island POA.
Q. Okay. And what was your job at the Daniel Island POA?
A. I was the resident services, I think, administrator.
Q. And what did that job entail?
A. I helped with all accounting, the Architectural Review Board, website, owner communication.
Q. And who was your supervisor?
A. Two different ones in my time there. Jimmy Bailey and then Jane Baker.
Q. And Jane Baker took over after Jimmy moved out to Kiawah; right?

A. Yep.
Q. And then did you at some point become a registered property manager?
A. I'm not registered.
Q. A licensed. Excuse me. Not --
A. No. Because I'm in community management, which doesn't require licensing in South Carolina.
Q. But you've never been licensed by the state as an official property manager as defined -- as that term is defined by law; correct?
A. Correct.
Q. Okay. And when did you leave Daniel Island POA and move to Sentry Management?
A. 2013.
Q. Okay. And when did you start managing the Mariner's Cay Marina Council of Co-Owners?
A. It's been about three years.
Q. So 2014 -- '15-ish?
A. '15.
Q. And do you know who their manager was before you?
A. Michele Vargas.
Q. V-A-R-G-A-S?
A. Yes.

Q. And was she at Sentry?
A. Yes.
MR. SESSOMS: Can I ask the witness and the examining attorney to speak up.
MR. O'KELLEY: I'm sorry.
MR. SESSOMS: I'm barely able to hear. I'm sorry.
BY MR. O'KELLEY:
Q. And Ms. Vargas. Do you know how long she managed Mariners Cay?
A. Only a few months.
Q. Okay. And do you know who managed Mariners Cay before Ms. Vargas?
A. Tamela Machino.
Q. T-A-M-E-L-A?
A. Yes.
Q. And then Maraschino [sic] like the cherry?
A. Like the cherry.
Q. And was she with Sentry?
A. Yes.
Q. Do you know how long she managed?
A. I would say probably less than a year.
Q. And anyone else at Sentry manage Mariners Cay, to your knowledge?

A. Yes.
Q. Who was that?
A. Steve Southerland.
Q. Anybody else?
A. That's all I know of.
Q. And has Mr. Bruner, Collin Bruner, been your supervisor that whole time?
A. Yes, but he has received a promotion, so I have a direct supervisor now.
Q. Who is your direct supervisor?
A. Yohanna LaRoche.
Q. What's Collin Bruner's position with Sentry now?
A. He is a senior vice president.
Q. Okay. And was Ms. LaRoche promoted as well, or does she have the same position she's had?
A. No. She was promoted to a vice president.
Q. And what's your official title at Sentry?
A. Community manager.
Q. Okay. And in 2013, when you started working for Sentry, can you tell me the names of the neighborhoods you managed?
A. Um-hum. Yes. Wildwood.

Q. Where's Wildwood?
A. West Ashley.
Q. Okay.
A. Gates of Fenwick, Johns Island. There was Yacht Club at Morgans Cove on Isle of Palms. Yacht Harbor Villas on Isle of Palms. Commons Court, also Isle of Palms. Racquet Club Villas on Isle of Palms. And Links Clubhouse on Isle of Palms.
Q. I think I missed one. Did you say Harbor Cove?
A. Yacht Harbor Cove.
Q. Yacht Harbor Cove.
A. The first one or the second?
Q. I have Yacht Club at Morgan Cove and then Yacht Harbor Villas.
A. Yes.
Q. Any other neighborhoods you've been managing -- and then Mariners Cay in 2015. Any other neighborhoods you've managed for Sentry?
A. Yes.
Q. What are those?
A. Savannah Townhomes in West Ashley.
Q. Okay. What else?
A. 254 Seven Farms Drive on Daniel Island.

Pier View Condominiums on Daniel Island. Oaks at Rivers Edge on Daniel Island. Shell Ring just off Daniel Island. Etiwan Pointe Condos in Mt. Pleasant.

Q. Um-hum.

A. Etiwan Pointe Phase 3 Townhomes in Mt. Pleasant. Greystone Condos in Mt. Pleasant. Racquet Club Villas on Isle of Palms.

Q. Is that the same racquet club you mentioned earlier?

A. Oh, sorry. Not racquet club. I apologize. Fairway Dunes Villas on Isle of Palms.

Q. Any other?

A. I believe that's it.

Q. And are any of those associations that you just mentioned, are any of them dockominiums?

A. Yes.

Q. Okay. Which ones are other dockominiums?

A. The Yacht Harbor -- sorry. Yacht Club at Morgans Cove.

Q. Do you know how many dockominiums or dock slips there are there?

A. I don't remember.

Q. More than a hundred, less than a

hundred?

A. Less than a hundred.

Q. And do you own a dockominium out at Yacht Club at Morgans Cove?

A. No.

Q. The only condominium you've ever owned is the one we discussed in Greensboro; correct?

A. Yes.

Q. And your email address at Sentry is what?

A. abarnes --

Q. Yes, ma'am.

A. -- @sentrymgt.com.

Q. And that's been your email address since you've started working at Sentry back in 2013?

A. Yes.

Q. Do you do any business for Mariner's Cay Marina Council of Co-Owners with any other address besides your Sentry address?

A. No.

Q. And do you have a personal email address?

A. Yes.

Q. What is that?

A. ajbarnes3@hotmail.com.
Q. But if we were to try and search that email address in the Mariners Cay documents, you're telling us we probably wouldn't find that one; correct?
A. No.
Q. Have you -- my client's member, Mr. Dolph Farmer, walked in the room after you started testifying. Have you had any dealings with him individually related -- relative to his ownership of his property at Mariners Cay?
A. Yes.
Q. Okay. Tell me about those dealings.
A. I remember some correspondence of different violations related to the marina and the master of Mariners Cay Association.
Q. And when you say master, you're talking about the larger condo land side association?
A. Yes.
Q. And do you manage that group?
A. No.
Q. Okay. Do you know who manages that group?
A. Poston & Company.
Q. Violations of master deeds or rules and

regulations, things of that nature?

A. Yes.

Q. Any other dealings with Mr. Farmer? And there's some correspondence we'll get to between you all, but anything you just recall off the top of your head?

A. Not that I recall.

Q. And do you recall any correspondence or dealings with either the Mariners Cay Marina Condo, LLC or the Mariners Cay Fuel Dock, LLC off the top of your head?

A. No.

Q. If we get to something and it will refresh your memory, I'll ask you about it, all right?

A. Um-hum.

Q. Is that understood?

A. Yes.

Q. And, Ms. Barnes, you weren't in any way involved with any of the drafting or the amending of the master deed for Mariners Cay, were you?

A. No.

Q. Have you read the original master deed and the amended master deed?

A. Probably not in full, but parts, yes.

Q. Okay. In connection with your employment; correct?
A. Yes.
Q. Were you involved at all when a foreclosure case went on against a crowd called Tiger River Capital?
A. It started before my time with the community.
Q. And it finished after you were managing; correct?
A. Yes.
Q. And were you in contact with an attorney named Derek Dean about the status of that lawsuit?
A. Off the top of my head, I don't remember. I probably had correspondence with him.
Q. Okay. Are you aware that Mr. Dean did represent the association, the Mariner's Cay Marina Council of Co-Owners, at one point?
A. Yes.
Q. And if I represented to you that he filed an answer for Mariner's Cay Marina Council of Co-Owners, do you have any reason to doubt that?
A. No.
Q. And do you know how many owners there

are at Mariners Cay?

A. About 90, I believe.

Q. And I will represent to you that Ed Geiger, who's the dockmaster at Mariners Cay, said in his deposition earlier this week that you keep the list of owners --

A. Yes.

Q. -- in coordination with him. Is that a fair statement?

A. Yes.

Q. And you try and keep it updated so that you can send out statements for bills and things of that nature; correct?

A. Yes.

Q. And do you get calls or emails at Sentry when one of the dockominiums is going to close or change hands from a closing attorney asking you about what's owed or what are the dues or things of that nature?

A. I don't necessarily get those calls directly.

Q. Okay.

A. We have a closings department that handles that information.

Q. And the closings department, are they

then asking your closing attorney for the information about the new owner?

A. Yes.

Q. And how long would it take you to print of list of owners if you were at your desk at work?

A. 30 seconds.

Q. And if I ask Mr. Barr to get you to print a current list for me, your testimony is it would take you basically no time at all to print it; correct?

A. Yes.

Q. And do you know what -- is it kept in an Excel spreadsheet or community management software or something? Or a Word document? Tell me how it --

A. It's community management software that's proprietary to Sentry.

Q. So someone in-house at Sentry came up with this program to keep lists of owners or contact information; is that correct?

A. Yes.

Q. And Mr. Geiger also testified earlier this week that if he sees somebody new on the docks that he doesn't know or hasn't recognized he contacts you to make sure you have their contact

information. Is that -- does that happen on a regular basis?

A. Yes.

Q. And you are tasked, as part of your employment by the board of Mariners Cay, to keep that list at all times; correct?

A. Yes.

Q. Does anyone on the board contact you when closings take place or docks change hands, or they just trust you to run with that seamlessly?

A. They seem to trust with it. They get monthly reports, and in there is included if there's any closings.

Q. Okay. That was going to be my next question. So your monthly reports, do those include financials, reserves, violations and running lists? What do you put in those reports?

A. The monthly reports, primarily the financials for the association, including their operating reserve account, and then it includes information on if there were any closings.

Q. Do you know how much the Mariner's Cay Marina Council of Co-Owners has in reserves as we sit here today?

A. No, I do not.

Q. But you could find that pretty quickly; correct?

A. Yes.

Q. And do you recall what their dues structure is?

A. As far --

Q. Do they pay it monthly, quarterly, and how much do they pay?

A. They pay quarterly.

Q. Okay.

A. I'd have to double-check the amount, but I believe it's, I want to say, around 375 a quarter, somewhere in that range. 395.

Q. And is that amount set by the board pursuant to the master deed?

A. Yes.

Q. Okay. And do they set it at the annual meeting, or do they set it at a board meeting?

A. A board meeting where they finalize a budget.

Q. And do you know when that board meeting generally takes place?

A. Usually around October-November time frame.

Q. And they do that so that the upcoming

calendar year people know what their dues obligations are going to be?

A. Yes.

Q. Or, rather, regime obligations.

A. Yes.

Q. And then do you send a notice out to all the owners by mail or email about what their dues will be? How do you send it?

A. By mail.

Q. Because I'll represent to you that in one of the exhibits we're going to look at today there's a list of owners, and some people have emails and some people don't.

A. Um-hum.

Q. Is the -- are the owners required to have an email address on file with you all?

A. There's no requirement of it, no.

Q. You testified a minute or two ago that the foreclosure was wrapping up after you came on board at Mariners Cay. Do you remember when the court ordered a sale of the property which Mr. Farmer's entities had purchased?

A. I do not.

Q. Did you -- were you involved in any way with the auction at the courthouse?

A. No.

Q. Were you involved in any way with any decisions by the board, other than being communicated to by the board, regarding any actions taken or not taken vis-à-vis that foreclosure?

A. No.

Q. And when those properties changed hands, did you receive some form of notice by the buyer that they had actually purchased the properties?

A. Typically we would receive information from a closing attorney. Foreclosure, sometimes it's a little different, but we'd get a copy of the deed after the sale.

Q. And if I said the name of a crowd called Emerald Portfolio, did you have any dealings with them?

A. No.

Q. And when did you first become aware that Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC had purchased these properties?

A. I don't recall when per se, but, I mean, it would have been once we were notified of the sales.

Q. And I believe there's some documents in

here where Mr. Farmer contacted you asking if he could come to the annual meeting because he was either about to purchase or had purchased. Do you recall those communications?

A. No.

Q. Okay. You communicate with lots of homeowners --

A. Yes.

Q. -- and condominium and dock owners all day every day; correct?

A. Yes.

Q. Okay. And I guess it would be a fair statement to say you can't recall to a degree of certainty who talked to you when about what; correct?

A. Correct.

Q. You could just generally say, oh, yeah, I know Mr. Farmer or I know Mr. O'Kelley or Mr. Barr or anybody. He's an owner at X, Y, Z. Something of that nature; correct?

A. Yes.

Q. And I think your testimony was earlier is you mainly just deal with the board about the owners directly at Mariners Cay; correct?

A. For day-to-day operations, yes.

Q. Day-to-day operations.
A. (Witness moves head up and down.)
Q. But you deal with individual owners if there's a violation or a lien notice or something of that nature; correct?
A. Yes.
Q. And do you receive Mr. Geiger's dockmaster reports?
A. Yes.
Q. To disseminate to the board, or does he send them to the board directly?
A. He sends them to me.
Q. Do you read them when he sends them to you?
A. Yes.
Q. And I don't mean anything strange by that, but I didn't know if you actually read them or you're just a conduit, you know, like it comes to you and you disseminate it and that's all you do.
A. Right.
Q. And do you know if he produces those monthly?
A. Yes.
Q. And has anyone on the board sought your

opinion about the substance of the matters that bring us here today?

A. No.

Q. Has anyone on the board asked you to do a survey or gauge the opinion of the other owners at Mariners Cay about this litigation?

A. No.

Q. And you testified that you have reviewed the master deed. Did I ask you if you'd reviewed the amended master deed?

A. You did, yes.

Q. Okay. And you said you've reviewed parts of them, but you haven't sat down and turned page by page; correct?

A. Correct.

Q. In what context were you reviewing them? Just as the property manager?

A. Yes.

Q. To find out what someone's obligations may be or what a rule may be or what it says about attorneys' fees or collections or something of that nature?

A. Yes.

Q. And you would agree with me that the master deed created the condominiums or

dockominiums out at Mariners Cay; correct?

A. Yes.

Q. And if you take title to a dockominium, you take it pursuant to the master deed; correct?

A. Yes.

Q. And are you -- does Sentry have sort of a collections crowd, or do you do that for Mariners Cay? How does it work?

A. Two-fold.

Q. Yep.

A. The association sets up a collection policy which we then implement. So if -- it varies by association depending on how far past due the account is. We do have a collections department in our corporate office that we work with that helps coordinate everything with it for the whole process through. You know, late fees to -- we send an intent to lien notice to a lien notice and then have the attorney file the lien.

Q. Got it.

A. And from there.

Q. And where's that corporate office?

A. Longwood, Florida.

Q. And the collections department is based out of Longwood?

A. Yes.

Q. Do you know what the collection policy is at Mariners Cay?

A. Not off the top of my head, no.

Q. But would it be, all right, dues weren't paid at least within 30 days, 10 days, whatever the policy is. Then you all send them a letter or then an attorney sends them a letter and then it goes from there, something of that nature?

A. Yes.

Q. And is it fairly automatic depending on what that collection policy is?

A. Yes.

Q. And fairly automatic depending on what the governing documents say; correct?

A. Correct.

Q. And do you know if the Mariner's Cay Marina Council of Co-Owners has accepted payments from the Mariners Cay Marina Condo, LLC and the Mariners Cay Fuel Dock, LLC?

A. I believe so, yes.

Q. And do you recall if there was ever a lien filed against either the Mariners Cay Marina Condo, LLC or the Mariners Cay Fuel Dock, LLC?

A. I am not sure on that.

Q. You just can't recall one way or the other.
A. That's correct.
Q. Okay. And along those same lines, if there was a lien, do you know if that lien was ever satisfied?
A. I don't know without checking records.
Q. Without looking, sure.
A. (Witness moves head up and down.)
Q. Do you know if Sentry has been directed to not accept payments from those two entities?
A. Yes.
Q. And who told -- directed Sentry -- who told Sentry not to accept payments?
A. The board.
Q. Do you know who on the board?
A. I believe it came directly from Tom Bessent.
Q. And do you know if the board is planning on returning any funds to Mr. Farmer's two entities?
A. I do not know.
Q. That would be a question for the board; correct?
A. Correct.

Q. And you weren't involved in any way during 2016 and 2017, when there were negotiations by Laurie Hull and others regarding the board's attempt to purchase the properties that Mr. Farmer owns, were you?

A. No.

Q. Were you aware that there was correspondence or discussion by and between the board and Mr. Farmer's entities about potential sales?

A. Yes.

Q. Okay. Who made you aware of that?

A. The board did.

Q. At board meetings or just via email or were you just copied on stuff? How did you find that out?

A. I believe it was both. A lot of email and an occasional board meeting.

Q. And do you attend board meetings?

A. Yes. Not all, but yes.

Q. In your capacity as the community manager; correct?

A. Correct.

Q. And are you there to just answer questions, or what's your role at board meetings?

A. To -- I take minutes if I'm there. Just to help advise and answer questions based on the master deed.

Q. If a board member says, hey, what's our regulation on something, then you say, well, under your master deed you're allowed to do this or that, something of that nature; correct?

A. Yes.

Q. Have you taken any training classes to be a community manager?

A. Yes.

Q. Okay. Tell me about those training classes.

A. There's an organization, the Community Association Institute, that I am a member of, and I have two different designations.

Q. And what are your designations?

A. The CMCA.

Q. Which is what?

A. Community -- community manager -- sorry. Draw a blank when you ask. I have to think about that. I honestly cannot remember off the top of my head what it is.

Q. That's okay. CMCA. And then what's the other one?

A. And then the AMS.
Q. And do you know what that stands for?
A. That one, I believe, is --
Q. Association --
A. -- association manager.
Q. -- manager or something?
A. Yes. Unfortunately, I say the letters all day long and can't think of what they stand for.
Q. And are those classes to teach you things such as don't steal the money and don't inject your own opinions into things, things of that nature?
A. Somewhat. It's different classes on different areas of it, whether it be on financials or insurance for the association to help you kind of guide you in the general areas to understanding associations.
Q. And because of your training with the CAI, you've received those designations, whatever they may be.
A. Yes.
Q. Okay. And do you know how many hours of training you've had?
A. No. The different designations require

renewals every couple of years. The AMS does. And with it it's probably about 16 hours every two years.

Q. And do you know, were you required to take any tests or anything?

A. Yes.

Q. Okay. And do you test through CAI or do you go to a testing center? Tell me how that works.

A. Through CAI. It's with the class.

Q. Kind of at the end of the class they give you a test to make sure you were paying attention.

A. Correct.

Q. Getting back to what brings us here today, are you going to be offering any testimony at the trial of this case about any negotiations between Mr. Farmer's entities and the board?

A. No.

Q. And were you ever involved in getting an appraisal of what I'll call the ship store and the fuel docks?

A. No.

Q. Don't worry. You lucked out. We're not going through all of these with you. Exhibit

No. 5, Ms. Barnes, is some emails. You were cc'd at the bottom. Is that your email address on Exhibit 5, MC-19?

A. Yes.

Q. All right. This is from Mr. Geiger, who's the dock manager, about water quality testing and some estimate, potential estimate for repairs. Do you recall this email?

A. Not that one specifically, but discussions about that, yes.

Q. Okay. And do you know if OCRM has ever stopped the marina from functioning due to the failure to conduct an annual sediment and water quality test?

A. Not that I'm aware of.

Q. And then Mr. Geiger said that -- he was asking if the tests had been conducted over the past five or six years. Do you keep results of that, those tests, or does Mr. Geiger?

A. They could be in Sentry files before Mr. Geiger was dockmaster.

Q. Okay. You just don't know.

A. I do not know.

Q. Okay.

A. He started as dockmaster shortly after