RECEIVED
Feb 01 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
In the Court of Common Pleas for the Ninth Circuit

Roger M. Young, Sr., Circuit Court Judge

Appellate No. 2020-001354

Susan Brooks Knott Floyd ..... Respondent,

v.

Elizabeth Pope Knott Dross ..... Appellant.

PETITION FOR REHEARING OF RESPONDENT SUSAN BROOKS KNOTT FLOYD

G. Trenholm Walker (S.C. Bar No. 5777)
Charles P. Summerall, IV (S.C. Bar No 5433)
Walker, Gressette & Linton, LLC
Post Office Box 22167
Charleston, SC 29413
T: (843) 727-2200
F: (843) 727-2238
Walker@wglfirm.com
Summerall@wglfirm.com

Attorneys for Respondent Susan Brooks Knott Floyd

INTRODUCTION AND OVERVIEW

Pursuant to Rule 221(a), SCACR, Respondent Susan Brooks Knott Floyd ("Susan") petitions for a rehearing of Opinion No. 6044 filed on January 17, 2024 (the "Opinion"). Rehearing is warranted because the Opinion overlooks and misapprehends facts and legal principles which govern the narrow issue of the right to use the roads under the terms of the Conservation Easement that was the sole ruling of the lower court and the subject of the appeal.

Susan respectfully submits this Court misinterpreted the Conservation Easement, considered extrinsic evidence which Circuit Court Judge Roger Young properly rejected, and considered irrelevant, prejudicial arguments by the Appellant, Elizabeth Pope Knott Dross ("Betsy"), that went beyond the four corners of the Conservation Easement in asserting that Susan "created" her own access problem. As described in the Conservation Easement and accompanying Baseline Documentation Report, the Grantor's only identified access to the 371-acre Conservation Easement Property is via Cainhoy Road and the unpaved road system within the Conservation Easement Property. (**R.p.129 and pp. 133-135**). In reversing Judge Young's Order, the Opinion inadvertently leads to an absurd result which thwarts both the stated "Purpose" of the Conservation Easement and contradicts the clear and unambiguous terms of the Conservation Easement.

If this Court does not reconsider and affirm Judge Young's Order recognizing Susan's reserved right of access, this Court should, in the alternative, issue a substituted Opinion which remands the issue of the intentions of the parties with respect to the expressly reserved access right for determination by the Circuit Court after full discovery and trial.

GROUNDS FOR REHEARING

1. **In reversing the Circuit Court's Order, the Court mistakenly held that the Grantor's reserved right to "to use roads for all activities permitted under this Easement" was intended only to protect the Grantor as against the Grantee even though there is no wording in the Conservation Easement to support this interpretation. The Grantee's express right to access the Protected Property to monitor compliance did not curtail the Grantor's inherent right to use the roads on the Protected Property for the conservation purposes described in the Conservation Easement.**

The Grantor's reserved right in Section 4.3 of the Conservation Easement is clear and unambiguous: "The right to use roads for all activities permitted under this Easement." It is undisputed that Susan falls within the definition of Grantor in the first paragraph of the Conservation Easement: "BENJAMIN FRANKLIN KNOTT, an individual, (together with his heirs, personal representatives, successors, and assigns hereinafter collectively referred to as "Grantor",...") **(R.p. 84)** and the class of persons specifically listed in the introductory sentence to Section 4, "Reserved Rights" ("Notwithstanding any provision to the contrary contained in this Easement, the Grantor reserves for himself, his heirs, successors and assigns the 'Reserved Rights' set forth in this Section"). **(R.p. 90)**.

The Court mistakenly determined that the Parties intended the right to use the roads on the Protected Property to be reserved solely as against the Grantee, Wetlands America, when there is no wording supporting this interpretation. Section 4 of the Conservation Easement has nothing to do with the Grantee's right of access. The right of access of the Grantee is expressly stated in Section 2.2: "...the Grantee shall have the right to enter the Protected Property for the purposes of inspecting same to determine compliance herewith. The right of entry and access herein described does not extend to the public or any person or entity other than the Grantee, its agents, employees, successors, and/or assigns." **(R.pp. 87-88)**. Section 2.2 does not state or imply that the Grantee's access is to the exclusion of the Grantor nor does it restrict in any way the Grantor's fundamental right to be on his property and use its existing roads. Section 2 of the Conservation Easement states

"Affirmative Rights" of the Grantee. (**R. pp. 87-88**). Restrictions are set forth in Section 3 of the Conservation Easement. (**R. pp. 88-90**).

In the context of use of the existing roads, the Court was mistaken in saying "[i]t logically follows that, despite Susan's argument to the contrary, the property owner who creates a conservation easement needs to expressly reserve the right to engage in certain activities on the property if he wishes to clearly exclude those activities from the broadly-worded restrictions on the property's use in other provisions of the conservation easement." The Grantor has to reserve rights only if they are excluded by the restrictions in Section 3; otherwise, the Grantor has all the rights inherent in his ownership. There is no "broadly-worded restriction" in Section 3 or any other section of the Conservation Easement that eliminates the Grantor's access to his own property. The Grantor had no reason to reserve the access right in Section 4.3 as against the Grantee because Mr. Knott always had the right to use the roads on his property. The restrictions imposed by the Grantee in Section 3 did not prohibit the Grantor from using his roads; the right did not have to be reinstated in Section 4 since it was not removed in Section 3.

Nor does the South Carolina Conservation Easement Act of 1991, S.C. Code Ann.§§ 27-8-10 et seq., support the Court's suggestion that all rights of the owner/grantor of a Conservation Easement are excluded unless expressly reserved in the Conservation Easement. A Conservation Easement imposes specifically described restrictions and operates similarly in some respects to standard negative reciprocal covenants. A property owner retains all rights of ownership in his "bundle of sticks" except those specifically restricted.

Given that there was no need for Mr. Knott to reserve the road access right as against Wetlands America, Judge Young correctly applied rules of construction in his Order and identified the reasonable interpretation of the reserved road access right:

> "Since Mr. Knott also expressly reserved the right to subdivide the Conservation Easement Property into two parcels under Section 4.1, the Conservation Easement clearly envisioned that the Conservation Easement Property would have more than one owner, and that each owner would have the right to use the existing roads for any purposes allowed under the Conservation Easement, subject to any limitations contained in the Conservation Easement. Further, there would be no need for the owner of property to reserve a right to use the roads on the owner's property. The reasonable interpretation and application of this reserved right is that it was to allow access over the other half of the Conservation Easement Property to gain access to the interior half once it was subdivided. Additionally, it would be impossible for the owner of the interior half of the Conservation Property to exercise the reserved rights to care for and maintain it, including preserving the conservation values, without access."

(R. p. 9).

For these reasons, Susan respectfully requests that the Court reconsider the determination in the Opinion that the specific purpose of the Grantor's reserved right "to use roads for all activities permitted under this Easement" was to preserve a right of access in the Grantor against the Grantee when neither the terms of the Conservation Easement nor the law support this interpretation. The Court should apply the clear and unambiguous wording as written, just as the lower court did.

2. **The Court mistakenly decided that Section 4.21 allowed the Grantor to create an easement over the Conservation Easement Property for the benefit of Susan if he had intended her to have access over Betsy's half of the Conservation Easement Property to her half.**

In Section 4.21, the Grantor reserved the right to grant easements or rights of passage across or upon the Protected Property to "an adjacent property owner", subject to certain conditions. **(R.p. 98)**. As Judge Young concluded, the plain meaning of this section is inapplicable to the reserved right of the Grantor, his heirs, successors, and assigns "to use roads for all activities permitted under this Easement." Neither Susan's half of the Protected Property, nor Betsy's half of the Protected Property, is *adjacent* to the Protected Property. Based on the property description in the Conservation Easement, no portion of the 371 acre Protected Property would constitute adjacent property. Susan respectfully submits the Court's ruling that this provision contemplated that Mr.

Knott could grant an easement over one half of the Protected Property in favor of the other half, or that one of the two daughters could grant an easement to the other daughter, is contrary to the clear and unambiguous wording that this provision applies to properties that are adjacent to the entire Protected Property.

Additionally, the ruling of the Court suggesting that Mr. Knott could have reserved an easement over the front half of the Protected Property to the rear half of the Protected Property under this provision is contrary to settled law. An owner of property cannot impose an easement over the owner's property in favor of the owner under the doctrine of merger of title. *See, e.g.*, *Windham v. Riddle*, 635 S.E.2d 558, 560 (S.C. Ct. App. 2006), *aff'd*, 672 S.E.2d 578 (S.C. 2009) (an easement cannot exist where both the purported servient and dominant estates are owned by the same person).

For these reasons, Susan respectfully submits that the Court should reconsider its ruling interpreting Section 4.21 and hold it only applies to properties adjoining the Protected Property. Section 4.21 did not bestow on Mr. Knott the ability to impose an access easement on a portion of the Protected Property for the benefit of another portion of the Protected Property and does not apply inter se between Susan or Betsy whose parcels are part of the Protected Property, not adjacent to it.

3. **The Court mistakenly considered the question of access from the adjoining parcel that was not mentioned in the Conservation Easement; in so doing, the Court overlooked that the easement from Charity Church Road to the ten-acre parcel could not provide access to the Conservation Easement Property as a matter of law.**

Under the Court's Opinion, only the four corners of the Conservation Easement, together with the accompanying Baseline Documentation Report, should be considered. As Judge Young correctly determined in his Order:

"17. The "roads" referenced in section 4.3, which Mr. Knott's "heirs, successors and assigns" have an express "right to use", are delineated on the Baseline Documentation Report (the "Report") prepared and executed by Mr. Knott and Wetlands America in December 1998 in conjunction with the Conservation Easement. A copy of the Report was attached as Exhibit 1-A 2 Susan's Affidavit filed in support of the Motion. As stated in the Conservation Easement, the Report provides an accurate representation of the Protected Property and shall be used to monitor Grantor's "future uses of the Protected Property and practices thereon." See Conservation Easement at pages 2-3 and 16.

18. As stated in the "Physical Environment" section of the Report: "A section of County Road #98 [Cainhoy Road] flanks the property on the west for a distance of 0.70 miles. Improved dirt roads on the property total approximately 2.8 miles. Short sections of embankments on the managed wetlands are a part of the road system." The Report also refers to the entrance gate to the Conservation Easement Property, located on Cainhoy Road.

19. The specific locations of both the entrance gate and the roads with the Conservation Easement Property are shown on Appendix E to the Report. Photographs of the entrance gate and the road system are included in Appendix I to the Report."

A key point that the Court overlooked or misapprehended is that, when Mr. Knott executed the Conservation Easement in 1998, he had no legal access to the Protected Property except via Cainhoy Road, as described in the Report. (**R.p. 129 and pp. 133-135**). Given that the Conservation Easement and accompanying Report specifically identify Cainhoy Road as the sole public road access to and within the entire Protected Property, Betsy's extrinsic evidence of possibly other access from a nearby parcel, to vary the terms of the clear and unambiguous agreement, cannot be considered. *Snow v. Smith*, 784 S.E.2d 242, 248 (S.C. Ct. App. 2016)("When a deed is unambiguous, any attempt to determine the grantor's intent when reserving the easement must be limited to the deed itself, and using extrinsic evidence to contradict the plain language of the deed is improper.").

Susan respectfully submits the Court was mistaken in considering this improper extrinsic evidence and Betsy's arguments regarding other possible outside access, including the Court's adoption of Betsy's misleading terminology in referring to a separate "Access Parcel". Nothing

within the four corners of the Conservation Easement refers to this adjoining acreage much less describes it as the "Access Parcel." Further, use of this improper label contradicts the clear and unambiguous terms of the Baseline Report incorporated into the Conservation Easement that access to the entire Protected Property is from Cainhoy Road. (**R.p. 129 and pp. 133-135**).

But if extrinsic evidence were to be considered, which it should not be, the Court mistakenly found that Susan had access to her half of the Protected Property based on the express easement she reserved from Charity Church Road to a 10-acre parcel, the benefited parcel, that was next to the Protected Property. This former easement did not extend to the Protected Property. The Court mistakenly held that this easement could have provided Susan access to her half of the Protected Property even though the law is clear that an easement only applies to the dominant estate (the 10-acre parcel) and that the dominant estate cannot extend the easement to access other parcels. *See Rhett v. Gray*, 401 S.C. 478, 494, 736 S.E. 2d 873, 881 (Ct. App. 2012) ("As a general rule, an easement appurtenant to one parcel of land may not be extended by the owner of the dominant estate to other parcels owned by him, whether adjoining or distinct tracts, to which the easement is not appurtenant.... If an easement is appurtenant to a particular parcel of land, any extension thereof to other parcels is a misuse of the easement.") (other citations omitted).

The prejudicial nature of this improper evidence is manifest when one considers the implications of the court's ruling if Betsy had inherited the rear half and Susan the front half on Cainhoy Road. Under the Court's ruling, which appears to be based in part on improper extrinsic evidence, Betsy would not have access to her half because she did not own other property adjoining the rear half. Susan respectfully submits the Court was mistaken in considering extrinsic evidence of her 10-acre tract or the former easement from Charity Church Road to it in making its ruling on

the meaning of the reserved right to access, even though neither that property nor the former easement to it was referenced in any manner in the Conservation Easement.

For these reasons, Susan respectfully submits that the Court should reconsider its references to the unrelated easement from Charity Church Road to the 10-acre parcel, not the Protected Property, and should eliminate references to it altogether since it is improper extrinsic evidence that contradicts the unambiguous terms of the Conservation Easement.

4. **This Court's reversal of Judge Young's Order leads to an absurd result which thwarts both the Purpose of the Conservation Easement and Mr. Knott's expressed intention to provide for subdivision of the Protected Property for Susan, and her heirs, successors and assigns, to access and use her 189-acre half of the Protected Property and protect its recognized conservation values.**

In the Opinion, the Court references the South Carolina Conservation Easement Act of 1991, specifically S.C. Code Section 27-8-20, in correctly pointing out that one of the purposes of a conservation easement is to protect and conserve natural resources. The Conservation Easement states its "Purpose" in Section 1.1:

> "It is the purpose of this Easement to assure that the Protected Property will be retained in perpetuity predominantly in its natural, scenic, and open condition, as evidenced by the Report, for conservation purposes and to prevent any use of the Protected Property which will significantly impair or interfere with the conservation values of the Protected Property, its wildlife habitat, natural resources or associated ecosystem. ('Purpose')."

As Judge Young stated in his Order: "...it would be impossible for the owner of the interior half of the Conservation Property to exercise the reserved rights to care for and maintain it, including preserving the conservation values, without access." As just one example of the impossibility of protecting identified conservation values on Susan's half of the Conservation Easement Property if Susan is denied the expressly reserved road access: Betsy has rejected Susan's request for access so that Susan can take steps to preserve and protect the "Whiskey Still Dam" from erosion problems in order to maintain a large freshwater reserve, which is one of the important "conservation values" on Susan's Parcel specifically identified in the Report. (See

Susan's Supplemental Affidavit, and see the Report). **R. p. 259 ¶5 and R. p 122**. Such protective measures are expressly reserved rights under Section 4.9 of the Conservation Easement, yet Susan is unable to exercise those rights without access.

In the Opinion, the Court stated the following rules of construction applicable to contracts in general that apply to the Conservation Easement:

> "Common sense and good faith are the leading touchstones of the construction of a contract[,] and contracts are to be so construed as to avoid an absurd result. Where one construction would make a contract unusual or extraordinary and another, equally consistent, would make the contract reasonable, fair[,] and just, the latter construction will prevail." *McCune v. Myrtle Beach Indoor Shooting Range, Inc.*, 364 S.C. 242, 248, 612 S.E.2d 462, 465 (Ct. App. 2005) (quoting *Georgetown Mfg. & Warehouse Co. v. S.C. Dep't of Agric.*, 301 S.C. 514, 518, 392 S.E.2d 801, 804 (Ct. App. 1990)).

If Susan is denied her reserved right of access to her 189-acre half of the Protected Property, the resulting absurdity is further demonstrated by what happened in August 2020, when Betsy took the extreme step of denying even Susan's basic request to use the roads on Betsy's Parcel simply to accompany Wetlands America's affiliate, Ducks Unlimited, on its annual inspection of Susan's Parcel, as provided under the terms of the Conservation Easement. (See Susan's Supplemental Affidavit, and see Conservation Easement Sections 2.1 and 2.2). **R. p. 259 ¶5 and R. pp. 87-88**. As that incident demonstrates, Betsy's actions are defeating Susan's ability to exercise the reserved rights set forth in the Conservation Easement, to protect the conservation values, and to accomplish the stated Purpose of the Conservation Easement, as to her half of the Protected Property. (See id.). **R. p. 259 ¶5 and R. p. 87.**

To avoid an absurd result, Judge Young recognized that the Conservation Easement runs with every portion of the Protected Property in perpetuity, and he wisely considered the critical, long-term importance of the access "mechanism" in the context of Mr. Knott's reserved right to

divide the Conservation Easement Property into 2 parcels. At the hearing on Susan's Motion for Partial Summary Judgment, Judge Young cogently summed it up in the following remarks:

> So 500 years from now, Ben, the father, knew that this was going to last forever and he knew that his daughters weren't going to be the property owners, and he knew that maybe somewhere down the road it's inconceivable--or it is conceivable that somebody other than one of Betsy's heirs or one of Susan's heirs would own this piece of property.
>
> There's--there has to be some mechanism to make this work. He's the one that devised them two separate pieces of property, and he had to think that it wouldn't be Susan and it wouldn't be Betsy.
>
> And while he might have thought at the time, you know what, these are my girls, they will always get along, they'll make it work out, that's not realistic to think that that would be the situation 10 years, 50 years, or 500 years from now.
>
> So I have to think about this beyond just what these two ladies want, but what this easement's purpose is going to be or was. Or still is, for that matter. And future property owners are going to be somebody other than these two people and it's got to make it work.
>
> So it's not inconceivable that 50 years from now or 500 years from now that Susan's heirs were not going to own the piece of property and that Susan's piece of property was going to end up landlocked at some point in time.
>
> So with that in mind, dad Ben had to have anticipated that this was going to happen, and that somebody was going to need to get to Susan's piece of property and Betsy's future owners were going to have to let them get to Susan's piece of property.

(*See* 8/31/20 Transcript). **R. p. 340, Line 23 - p. 342, Line 8.**

In the Opinion, the Court stated that Susan's interpretation of Section 4.3 would produce an unreasonable result because, if Susan has the right to use the roads on Betsy's Parcel, it follows that Susan must have all of the other reserved rights set forth in Section 4 as to Betsy's Parcel, resulting in devaluation of Betsy's Parcel. In his Order, Judge Young disagreed with Betsy's argument in that regard and correctly concluded that the right to use the roads is the *only* issue before the Court:

> Betsy argues that, if Susan has the right to use the roads on Betsy's Parcel, then Susan would also be able to hunt, fish, and exercise all of the other reserved rights in Section 4 on Betsy's Parcel. The Court disagrees with that assertion. As stated in the

> Motion and by Susan's counsel on the record at the hearing, Susan is not seeking to exercise any reserved right on Betsy's Parcel except using the interior road to gain access to Susan's Parcel. This statement is entirely consistent with the allegations in Susan's first cause of action in her Amended Complaint, her Reply Memorandum, and her Supplemental Affidavit in which Susan states that she is asking the Court to affirm her express right to use the roads to access Susan's Parcel to protect conservation values and exercise reserved rights on Susan's Parcel, not on Betsy's Parcel.
>
> The only reserved right of the Grantor before the Court is the right to use the roads as stated in section 4.3. The Court does not rule upon whether Susan may exercise any other reserved rights on Betsy's Parcel, and this Order shall not be considered or construed as such. Because of the limitation of the Court's decision, the Court does not need to rule upon the argument made by Susan's counsel to distinguish the right of access from what Susan's counsel describes as proprietary rights that pass with title.

R. pp. 10-11.

On rehearing, this Court should recognize, as Judge Young did, that this appeal is limited to the sole issue of Susan's expressly reserved right to use the roads to access Susan's Parcel. If Susan does not have access to exercise the rights reserved in Section 4 on her half of the Protected Property, Susan's Parcel is rendered essentially valueless. Susan's reserved right to use the road does not equate to impunity. If Susan were to damage the road, she would have the obligation to fix it just as any other easement holder would have to do.

Judge Young's Partial Summary Judgment Order does not end this action. Any other issues between Susan and Betsy relating to the Conservation Easement Property remain for subsequent court determination.

Susan respectfully submits the Court's ruling mistakenly defeats the owner of the upper half of the Protected Property being assured access to it and works against protection of its conservation values. In so doing, the ruling leads to an absurd result. Susan requests that the Court reconsider its holding that she, as Grantor, is not entitled to the Grantor's reserved right in the Conservation Easement to use the existing roads to further the conservation purposes identified in the Conservation Easement and Baseline Report.

5. **If the Court does not reconsider and affirm Judge Young's Order, the Court should in the alternative issue a substituted Opinion which remands the issue of the parties' intent with respect to the expressly reserved right of access for determination by the Circuit Court after full discovery and trial.**

For the reasons addressed above, Susan respectfully requests that this Court reconsider and issue a new Opinion affirming Judge Young's Order so that she will have access to her half of the Conservation Easement Property in keeping with both the Purpose of the Conservation Easement and the clear and unambiguous wording of this particular right reserved to the Grantor. In the alternative, if this Court does not affirm Judge Young's Order, Susan requests that the Court issue a substituted Opinion which remands the issue of the parties' intent with respect to the expressly reserved right to use the existing roads on the Protected Property for determination by the Circuit Court after full discovery and trial. This Court should not resolve disputed factual issues. Judge Young granted Susan's Motion for Partial Summary Judgment before any depositions were taken of Susan, Betsy, Wetlands America, and other witnesses. Given the crucial nature of the road access issue, the Circuit Court should rule on the issues based on a fully developed record. *See Klutts Resort Realty, Inc. v. Down'Round Dev. Corp.*, 268 S.C. 80, 89, 232 S.E.2d 20, 25 (1977) ("The purpose of all rules of contract construction is to determine the parties' intention.").

CONCLUSION

Based on the foregoing, Susan respectfully requests that this Court grant her Petition for Rehearing, vacate the Opinion, and issue a new decision affirming Judge Young's Order or, in the alternative, remanding the issues of expressly reserved right of access and Mr. Knott's access intentions for determination by the Circuit Court after full discovery and trial.

Respectfully submitted,

February 1, 2024

G. Trenholm Walker (S.C. Bar No. 5777)
Charles P. Summerall, IV (S.C. Bar No 5433)
Walker, Gressette & Linton, LLC
Post Office Box 22167
Charleston, SC 29413
T: (843) 727-2200
F: (843) 727-2238
Walker@wglfirm.com
Summerall@wglfirm.com

Attorneys for Respondent Susan Brooks Knott Floyd

RECEIVED
Feb 01 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
In the Court of Common Pleas for the Ninth Circuit

Roger M. Young, Sr., Circuit Court Judge

Appellate No. 2020-001354

Susan Brooks Knott Floyd .....Respondent,

v.

Elizabeth Pope Knott Dross .....Appellant.

PROOF OF SERVICE

I certify that I have served the Petition for Rehearing of Respondent Susan Brooks Knott Floyd by electronic mail, on February 1, 2024, addressed to the attorneys of record:

Joshua Steven Whitley, Esq.
Smyth Whitley, LLC
126 Seven Farms Drive
First Citizen Plaza, Suite 260
Charleston, SC 29492
Jwhitley@smythwhitley.com

John William Fletcher, Esq.
Barnwell Whaley Patterson & Helms, LLC
P.O. Drawer H
Charleston, SC 29402
jfletcher@barnwell-whaley.com

Todd Hess, Esq.
5922 Weddington Road, Suite 15-195
Wesley Chapel, NC 28104
toddhess@biziplaw.com

Nancy Jane Dennis
Paralegal

WALKER GRESSETTE LINTON LLC

G. Trenholm Walker
Thomas P. Gressette, Jr.
John P. Linton, Jr.
Charles P. Summerall, IV
Jennifer Ivey
James W. Clement

CHARLES P. SUMMERALL, IV
Direct: 843.727.2205
Email: Summerall@WGLFIRM.com

February 1, 2024

VIA ELECTRONIC MAIL

Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Susan Brooks Knott Floyd v. Elizabeth Pope Knott Dross
Appellate Case No. 2020-001354
WGL File No.: 8185.001

Dear Ms. Kitchings:

Attached please find the Petition for Rehearing of Respondent Susan Brooks Knott Floyd and Proof of Service. I am sending, via U.S. Mail today, the $50 filing fee check.

Thank you for filing the attachments with the Court. With kind regards, I am,

Sincerely yours,

WALKER, GRESSETTE & LINTON, LLC

Charles Summerall

Charles P. Summerall, IV

Attachments (As Stated)

c: G. Trenholm Walker, Esq. (walker@wglfirm.com)
Todd Hess, Esq. (toddhess@biziplaw.com)
Joshua Whitley, Esq. (jwhitley@smythwhitley.com)
John Fletcher, Esq. (jfletcher@barnwell-whaley.com)