THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

The Honorable J. Cordell Maddox, Jr.

Case No. 2016-CP-02-00263

Appellate Case No. 2020-001103

Robin Napier, individually and on behalf of all others similarly situated,.....Appellant,

v.

Mundy's Construction, Inc. d/b/a Mundy Construction,..... Respondent.

RECORD ON APPEAL – VOLUME IX OF IX

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Anna McCann (SC Bar No. 102314)
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Mount Pleasant, SC
March 23, 2021

APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

231 New Haven Lane SW
Aiken, SC 29803

for

Mr. David Anderson, Esquire
P.O. Drawer 7788
Columbia, SC
29202

as of

OCTOBER 8, 2018

by

Paul K. Moore, MAI, SRA
528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464

Paul K. Moore & Associates, Inc.

ALL-STATE LEGAL®
DEFENDANT'S EXHIBIT
7

Paul K. Moore & Associates, Inc.
528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464
843-881-0454

October 22, 2018

Mr. David Anderson, Esquire
P.O. Drawer 7788
Columbia, SC
29202

Property -	231 New Haven Lane SW Aiken, SC 29803
Client -	David A.Anderson, Esq.
File No. -	18-133 RE
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 231 New Haven Lane SW, Aiken, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of OCTOBER 8, 2018 is :

$87,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Paul K. Moore & Associates, Inc.

Paul K. Moore, MAI, SRA
SC Certification #CG 155

Uniform Residential Appraisal Report

File # 18-133 RE

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 231 New Haven Lane SW | City Aiken | State SC | Zip Code 29803
Owner NCRJ, LLC | Intended User David A.Anderson, Esq. | County Aiken
Legal Description Lot No. 16 of Portofino Phase 1
Assessor's Parcel # 123-05-13-061 | Tax Year 2018 | R. E. Taxes $ 1,093.55
Neighborhood Name STONINGTON TOWN HOMES | Map Reference COUNTY MAPS | Census Tract 212.03
Occupant [ ] Owner [X] Tenant [ ] Vacant | Special Assessments $ | [ ] PUD | HOA $ | [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Intended Use: Litigation purposes
Client Mr. David Anderson, Esquire | Address P.O. Drawer 7788, Columbia, SC 29202
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s).

CONTRACT

I [ ] did [X] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. none

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? [ ] Yes [X] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE		One-Unit	100.0 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under25%	Demand/Supply	[ ] Shortage	[X] InBalance	[ ] OverSupply	$(000)	(yrs)		2-4 Unit	%
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[X] Under 3 mths	[ ] 3-6 mths	[ ] Over 6 mths	79	Low	1	Multi-Family	%
Neighborhood Boundaries	The neighborhood is located behind the Aiken Mall							113	High	17	Commercial	%
								98.5	Pred.	15	Other	%

Neighborhood Description The neighborhood is primarily consists of attached townhomes that are in the 1000 sf to 1350 sf range. Most we built in the early 2000's.

Market Conditions (including support for the above conclusions) The market conditions appear to be favorable for these units with them selling in less than three months on an average. The property is located behind the Aiken Mall and is located close to other residential neighborhoods and shopping areas.

SITE

Dimensions See attached plat | Area 0.068 | Shape rectangle | View street
Specific Zoning Classification Planned Residential | Zoning Description PR Approved by the City of Aiken
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements–Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street	[X]	[ ]
Gas	[ ]	[ ]	Sanitary Sewer	[X]	[ ]	Alley	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 450030364E | FEMA Map Date 6-19-2012
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
The is a 10 foot drainage easement on the back of the lot. This is typical in this type of development and is reasonable.

IMPROVEMENTS

General Description			Foundation			Exterior Description	materials/condition		Interior	materials/condition	
Units	[X] One	[ ] One with Accessory Unit	[X] Concrete Slab	[ ] Crawl Space		Foundation Walls	CONCRETE SLAB		Floors	CARPET /WOOD	
# of Stories	one		[ ] Full Basement	[ ] Partial Basement		Exterior Walls	VINYL SIDING		Walls	SHEETROCK	
Type	[ ] Det.	[X] Att. [ ] S-Det/End Unit	Basement Area	sq. ft.		Roof Surface	COMPOSITION		Trim/Finish	GOOD	
[X] Existing	[ ] Proposed	[ ] Under Const.	Basement Finish	%		Gutters & Downspouts	YES		Bath Floor	TILE	
Design (Style)	ONE STORY		[ ] Outside Entry/Exit	[ ] Sump Pump		Window Type	VINYL WINDOWS		Bath Wainscot	FIBERGLASS	
Year Built	2005		Evidence of [ ] Infestation			Storm Sash/Insulated	YES		Car Storage	[ ] None	
Effective Age (Yrs)	10		[ ] Dampness [ ] Settlement			Screens	NONE		[X] Driveway	# of Cars	TWO
Attic	[ ] None		Heating [X] FWA [ ] HWBB [ ] Radiant			Amenities	[ ] WoodStove(s)#		Driveway Surface	CONCRETE	
[X] Drop Stair	[ ] Stairs		[ ] Other	Fuel		[ ] Fireplace(s) #	[X] Fence		[ ] Garage	# of Cars	
[ ] Floor	[ ] Scuttle		Cooling [ ] Central Air Conditioning			[ ] Patio/Deck	[ ] Porch		[X] Carport	# of Cars	ONE
[ ] Finished	[ ] Heated		[ ] Individual	[ ] Other		[ ] Pool	[ ] Other		[X] Att.	[ ] Det.	[ ] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area **above** grade contains: 6 Rooms | 2 Bedrooms | 2 Bath(s) | 1,092 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) VAULTED CEILING
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). THE UNIT APPEARS TO BE WELL KEPT AND IN GOOD CONDITION.
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
NOT THAT I AM AWARE
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

Uniform Residential Appraisal Report

File # 18-133 RE

There are comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $

There are 11 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 79,000.00 to $ 115,000.00

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	231 New Haven Lane SW Aiken, SC 29803	142 DOUBLE TREE DR Aiken, SC		130 MELVILLE LANE AIKEN,SC		119 W. MIDDLEBURY LN AIKEN,SC	
Proximity to Subject		three blocks south		4 blocks south		2 blocks north	
Sale Price	$		$ 84,000		$ 90,900		$ 87,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 44.16 sq. ft.		$ 83.24 sq. ft.		$ 79.67 sq. ft.	
Data Source(s)		mls, tax reference		MLS, TAX REFERENCE		MLS, TAX REFERENCE	
Verification Source(s)		County Records		County Records		County Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		CASH		CONVENTIONAL		CASH	
Date of Sale/Time		1/29/2018		04/19/2018		1/2/2018	
Location	Planned Comm.	Similar		Similar		Similar	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.068	0.06 ACRE		0.07 acre		0.07 acre	
View	Street	Street		Street		Street	
Design (Style)	ONE STORY	ONE STORY		One Story		One Story	
Quality of Construction	AVERAGE +	AVERAGE+		AVERAGE+		Average+	
Actual Age	A13/E10	15 YRS		13years		13 years	
Condition	GOOD	GOOD		Good		Good	
Above Grade Room Count (Total / Bdrms. / Baths)	6 / 2 / 2	6 / 2 / 2		6 / 2 / 2		6 / 2 / 2	
Gross Living Area	1,092 sq. ft.	1,902 sq. ft.		1,092 sq. ft.		1,092 sq. ft.	
Basement & Finished Rooms Below Grade							
Functional Utility	GOOD	GOOD		GOOD		GOOD	
Heating/Cooling	FWA	FWA		FWA		FWA	
Energy Efficient Items	INSULATED	SIMILAR		SIMILAR		SIMILAR	
Garage/Carport	NONE	NONE		NONE		NONE	
Porch/Patio/Deck	FENCE	FENCE		FENCE		FENCE	
	STORAGE	FIREPLACE	-500	NONE		NONE	
TMS 123-05-13-061		123-05-07-073		123-05-16-083		123-05-16-006	
				RENOVATED	-3,500		
Net Adjustment (Total)		[ ] + [X] -	$ -500	[ ] + [X] -	$ -3,500	[ ] + [ ] -	$
Adjusted Sale Price of Comparables		Net Adj. 0.60 % Gross Adj. 0.60 %	$ 83,500	Net Adj. 3.85 % Gross Adj. 3.85 %	$ 87,400	Net Adj. % Gross Adj. %	$ 87,000

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain *** See Additional Comments ***

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) PROPERTY PURCHASED 3/22/2011 for $85,000

My research [ ] did [X] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s)

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	3/22/2005	NONE	NONE	NONE
Price of Prior Sale/Transfer	85,000			
Data Source(s)	COUNTY RECORDS			
Effective Date of Data Source(s)	10-16-18			

Analysis of prior sale or transfer history of the subject property and comparable sales THERE ARE NO RECENT SALES OF THE SUBJECT PROPERTY OR THE COMPARABLE SALES.

Summary of Sales Comparison Approach ALL THREE COMPARABLE SALES ARE INTERIOR UNITS AS IS THE SUBJECT PROPERTY AND ARE SIMILAR TO THE SUBJECT PROPERTY IN DESIGN AND APPEAL. THESE SALE OFFER GOOD COMPARABLE SALES TO THE SUBJECT PROPERTY. THERE HAVE BEEN NO RECENT SALES OF SIMILAR PROPERTY IN THE SAME AREA THAT THE APPRAISER IS AWARE.

Indicated Value by Sales Comparison Approach $87,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $87,000 **Cost Approach (if developed)** $NONE **Income Approach (if developed)** $NONE

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 87,000 **, as of** OCTOBER 8, 2018 **, which is the effective date of this appraisal.**

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Paul K Moore
Name Paul K. Moore, MAI, SRA
Company Name Paul K. Moore & Associates, Inc.
Company Address 528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464
Telephone Number 843-881-0454
Email Address paul@paulkmoore.com
Date of Signature and Report October 22, 2018
Effective Date of Appraisal OCTOBER 8, 2018
State Certification # CG 155
or State License #
or Other
State SC
Expiration Date of Certification or License 6/30/2020

ADDRESS OF PROPERTY APPRAISED
231 New Haven Lane SW
Aiken, SC 29803
APPRAISED VALUE OF SUBJECT PROPERTY $ 87,000
CLIENT
Name
Company Name Mr. David Anderson, Esquire
Company Address P.O. Drawer 7788
Columbia, SC 29202
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

ADDITIONAL COMMENTS

Intended User	David A.Anderson, Esq.						
Property Address	231 New Haven Lane SW						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

SCOPE OF WORK

Pursuant to the client's request, I have prepared this appraisal report. The first basic step in completing this report was considering the specific requirements for this report from the intended client, Mr. David Anderson , Esquire. I have been instructed to provide an estimate of the Market Value of the Fee Simple Estate of the subject property, based on the inspection of the property. The valuation date is the date of the inspection of October 9, 2018 . To estimate this value, I have completed the appraisal process, which includes the collection, confirmation, analysis, and reporting of market data.

The subject property is located on an approximately 0.070 acres. The wooded tract is on New Haven Lane Lane in City of Aiken. There is a reasonable level of demand to own and/or occupy this property type in the immediate market area.

In performing this appraisal, I have collected sufficient market data in order to provide justification and support for the adjustments and value estimates which are utilized in this report.
The **Scope of Work** is described in the 2018-2019 edition of USPAP as including, but not limited to:

The extent to which the property is identified;
The extent to which tangible property is inspected;
The type and extent of data researched, and
The type and extent of analyses applied to arrive at opinions or conclusions.

A description of each of these factors is provided on the following pages.

ADDITIONAL COMMENTS
Page 2

Intended User	David A.Anderson, Esq.						
Property Address	231 New Haven Lane SW						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

The Extent to Which the Property is Identified

The appraiser has researched public records including tax information and public records to provide for the legal description of the subject property.

The Extent to Which the Tangible Property is Inspected

The appraiser has made an inspection of the subject property. I made an inspection of the Property from the property and inspected the immediate area. I have researched zoning and have reviewed documents which provide an indication of the physical characteristics of the site.

The Type and Extent of Data Researched

In preparing this appraisal report, I have thoroughly researched the market for similar parking space HPR units within the subject market area. I have adjusted my sales comparables based on several factors including market conditions as well as quantifiable factors such as size, quality/condition and locational factors.

The Type and Extent of Analysis Applied

I have analyzed the data collected and applied the appropriate methodology in order to provide a value of the Fee Simple Interest in the subject property. I have analyzed the subject property in the "As Is" condition and have determined the Highest and Best Use of the subject is as a parking space use. I have also concluded the parking space use to be the highest and best use of the site. I have not used the Cost Approach nor the Income Approach to value since it is not applicable.

I have selected the most relevant comparables and adjusted these comparables based on quantifiable market evidence.

I have reconciled our findings to provide a supportable value of the subject property in the Fee Simple Estate. I have performed a appraisal report which is intended to comply with the Uniform Standards of Professional Appraisal Practice, 2018-2019 edition.

ADDITIONAL COMMENTS
Page 3

Intended User	David A.Anderson, Esq.				
Property Address	231 New Haven Lane SW				
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire				

Certification Statement:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I **have** made a personal inspection of the property that is the subject of this report
- No one provided significant real property appraisal assistance to the person signing this certification
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives

As of the date of this report, I **have** completed the continuing education program for Designated Members of the Appraisal Institute.

Paul K. Moore 10/18/2018 Signature

DEFINITION OF MARKET VALUE

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and Seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their own best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Sources:

A. Department of the Treasury, Office of Thrift Supervision 12 CFR Part 564.2, dated Thursday, August 23, 1990.

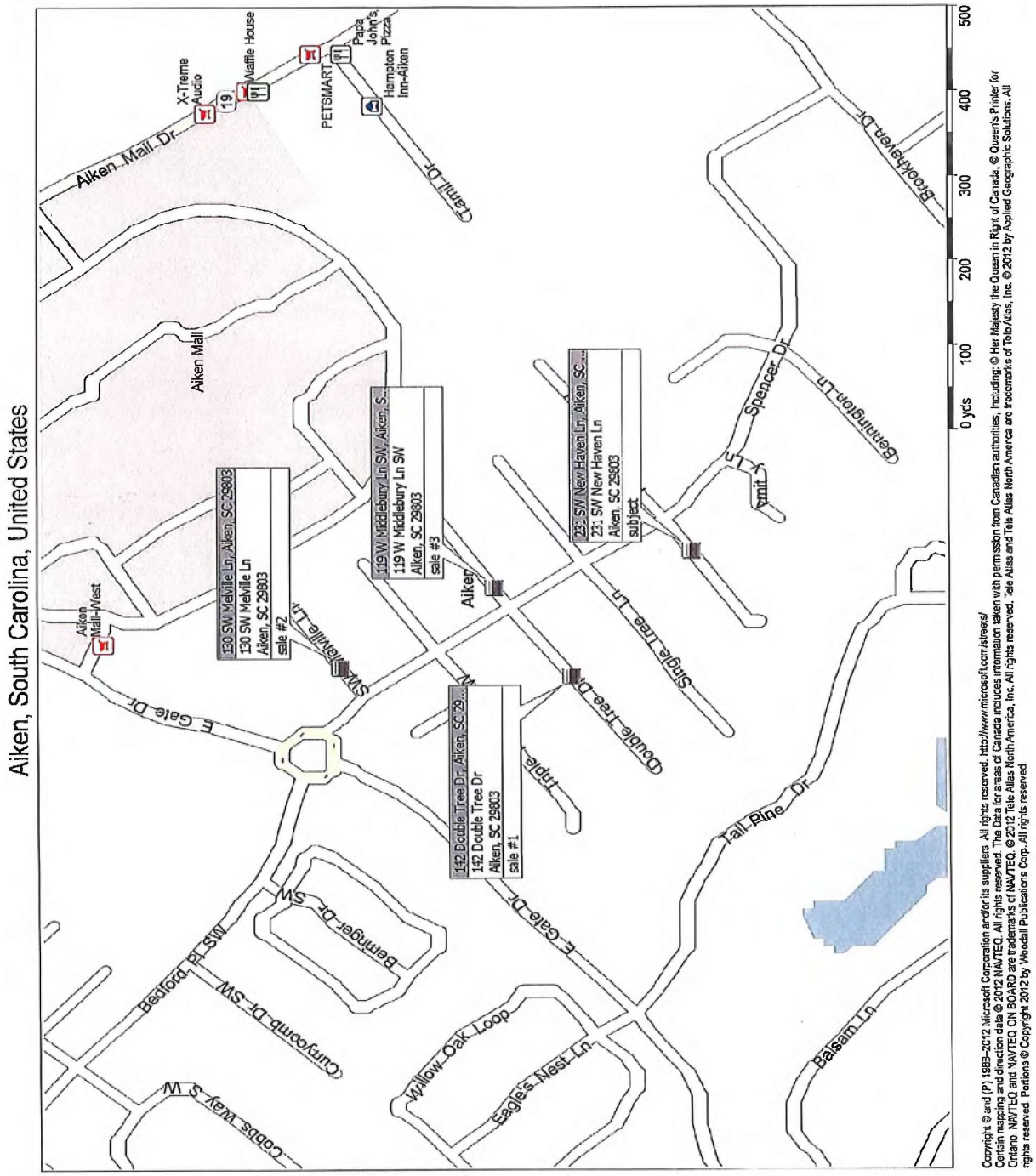
B. Department of the Treasury, Office of the Comptroller of the Currency, 12 CFR Part 34.42, dated Friday, August 24, 1990.

C. Federal Deposit Insurance Corporation, 12 CFR Part 323.2, dated Monday, August 20, 1990

File No. 18-133 RE

LOCATION MAP

Intended User	David A.Anderson, Esq.						
Property Address	231 New Haven Lane SW						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						



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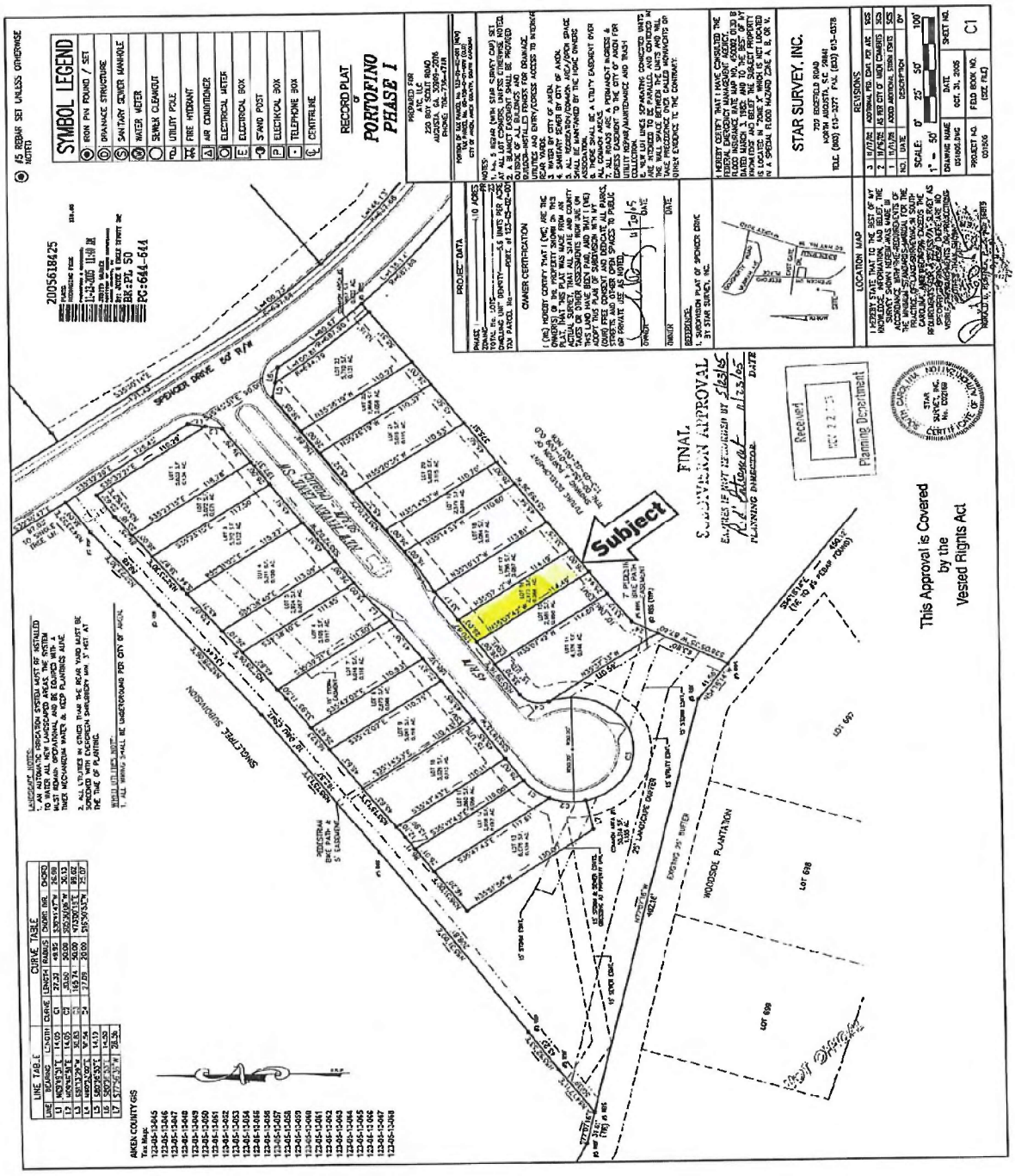
File No. 18-133 RE

SITE PLAN

Intended User	David A Anderson, Esq.						
Property Address	231 New Haven Lane SW						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						



R-3042

File No. 18-133 RE

FLOOD MAP

Intended User	David A.Anderson, Esq.						
Property Address	231 New Haven Lane SW						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

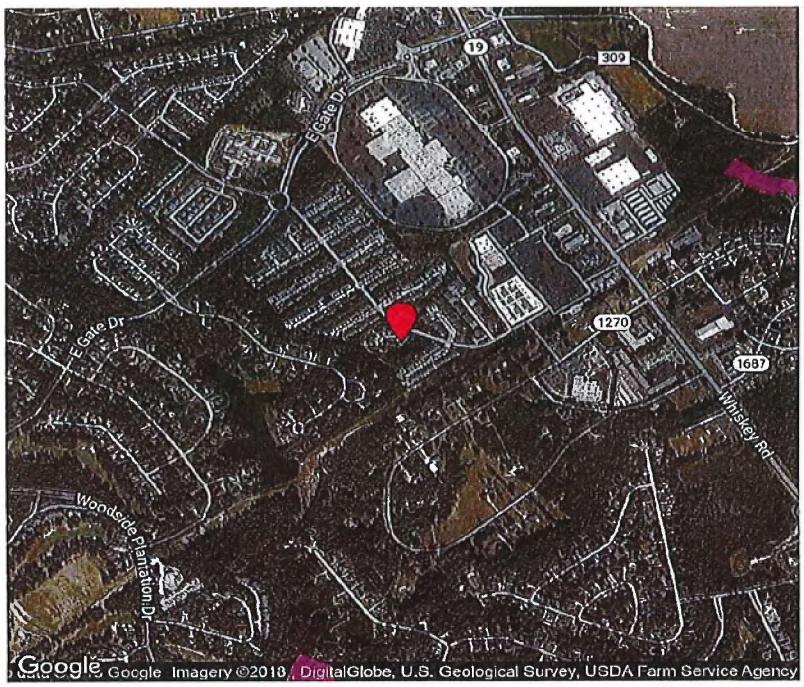
CoreLogic RiskMeter

LOCATION ACCURACY: Excellent

Flood Zone Determination Report

Flood Zone Determination: OUT

PANEL DATE June 19, 2012 MAP NUMBER 450030364E



- X500 or B Zone
- A Zone
- V Zone
- D Zone
- Floodway
- CBRA

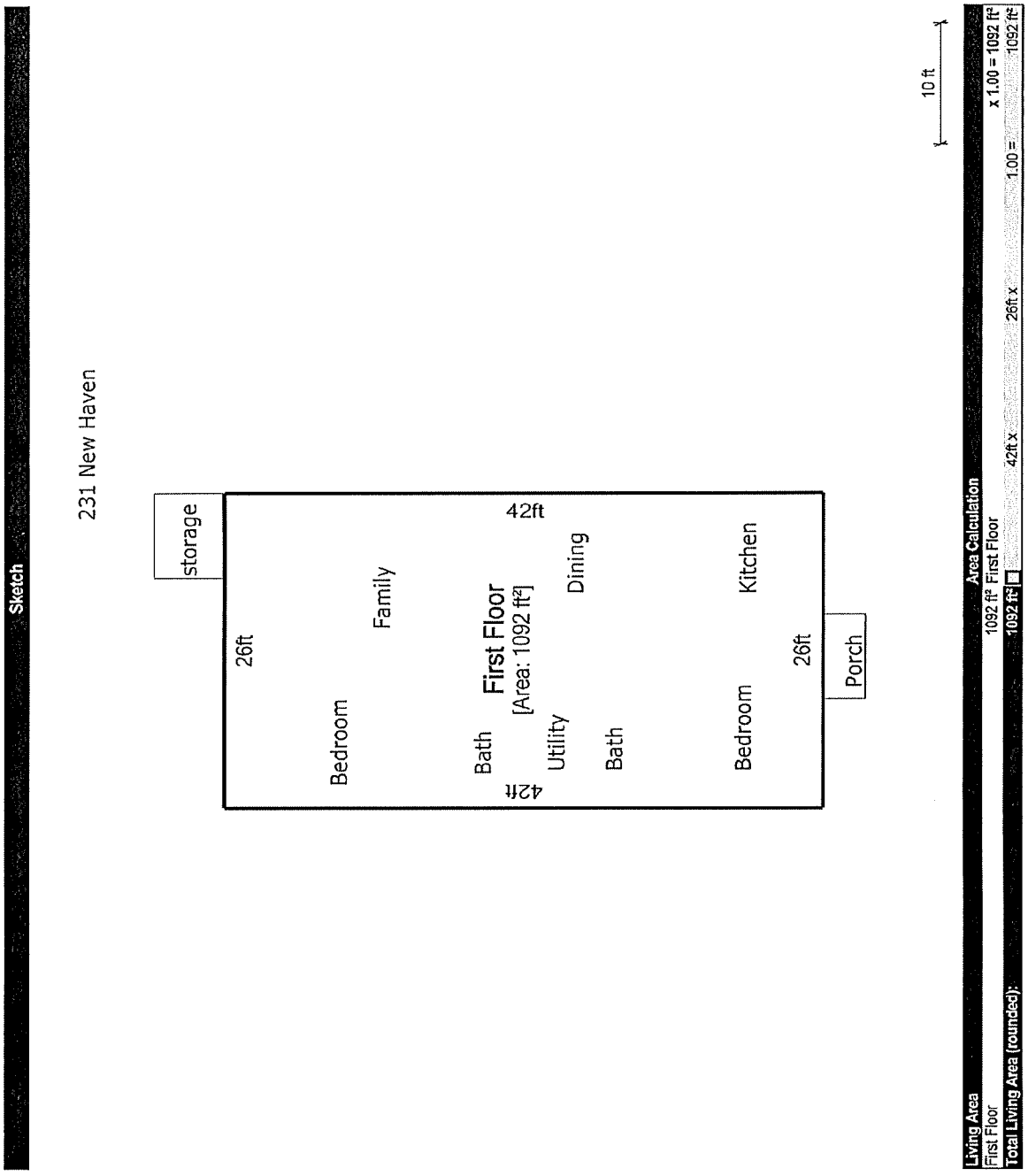
Report generated Oct 17, 2018 by paul@paulkmoore.com

Page 1 of 1

File No. 18-133 RE

SKETCH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	231 New Haven Lane SW						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						



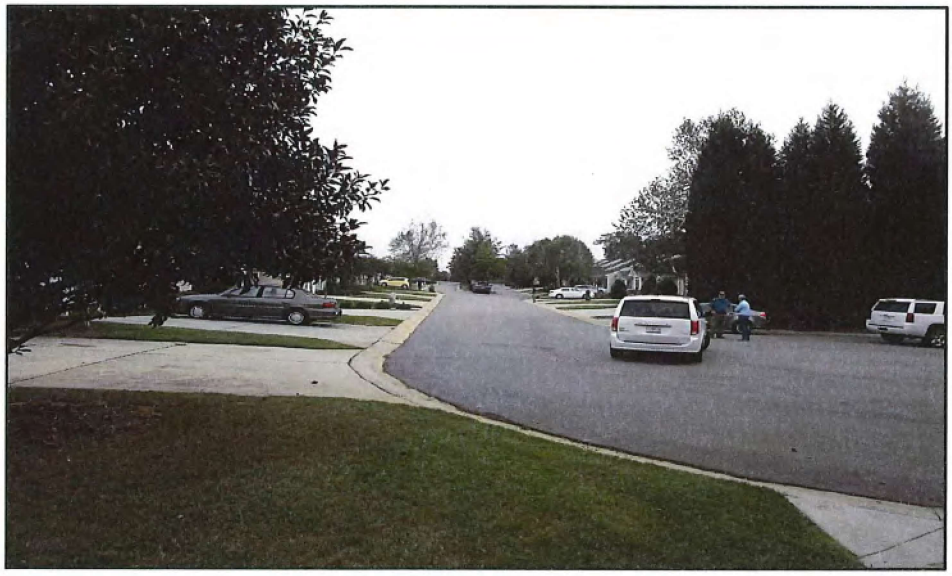
File No. 18-133 RE

PHOTOGRAPH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	231 New Haven Lane SW						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

FRONT VIEW OF
SUBJECT PROPERTY

REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

File No. 18-133 RE

PHOTOGRAPH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	231 New Haven Lane SW						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

COMPARABLE #1

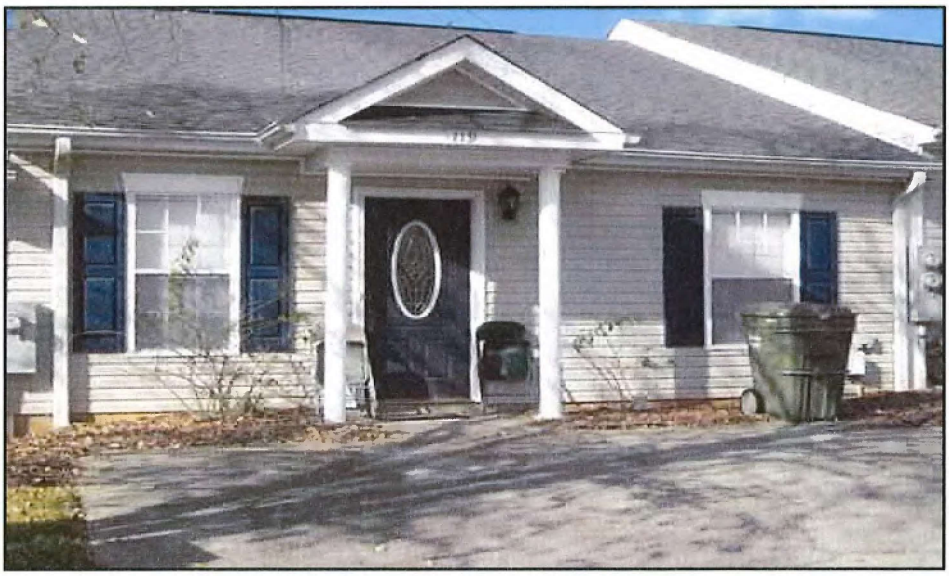
142 DOUBLE TREE DR
Aiken, SC

Price	$84,000
Price/SF	44.16
Date	1/29/2018
Age	15 YRS
Room Count	6-2-2
Living Area	1,902
Value Indication	$83,500

COMPARABLE #2

130 MELVILLE LANE
AIKEN,SC

Price	$90,900
Price/SF	83.24
Date	04/19/2018
Age	13years
Room Count	6-2-2
Living Area	1,092
Value Indication	$87,400



COMPARABLE #3

119 W. MIDDLEBURY LN
AIKEN,SC

Price	$87,000
Price/SF	79.67
Date	1/2/2018
Age	13 years
Room Count	6-2-2
Living Area	1,092
Value Indication	$87,000

APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

116 AMITY LANE
Aiken, SC 29803

for

Mr. David Anderson, Esquire
P.O. Drawer 7788
Columbia, SC
29202

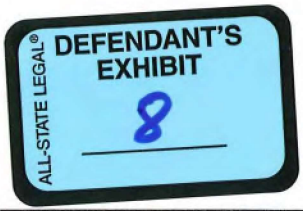
as of

OCTOBER 8, 2018

by

Paul K. Moore, MAI, SRA
528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464

Paul K. Moore & Associates, Inc.



Paul K. Moore & Associates, Inc.
528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464
843-881-0454

October 22, 2018

Mr. David Anderson, Esquire
P.O. Drawer 7788
Columbia, SC
29202

Property -	116 AMITY LANE Aiken, SC 29803
Client -	David A.Anderson, Esq.
File No. -	18-133 RC
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 116 AMITY LANE, Aiken, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of OCTOBER 8, 2018 is :

$96,700

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Paul K. Moore & Associates, Inc.

Paul K. Moore

Paul K. Moore, MAI, SRA
SC Certification #CG 155

Uniform Residential Appraisal Report

File # 18-133 RC

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 116 AMITY LANE | City Aiken | State SC | Zip Code 29803

Owner Erma M. Aylward | Intended User David A. Anderson, Esq. | County Aiken

Legal Description Lot No. 34 of Bennington, Phase 1

Assessor's Parcel # 123-05-13-075 | Tax Year 2018 | R. E. Taxes $ 310.12

Neighborhood Name Bennington Phase 1 | Map Reference County Maps | Census Tract 212.03

Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ [ ] PUD HOA $ [ ] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Intended Use: Litigation purposes

Client Mr. David Anderson, Esquire | Address P.O. Drawer 7788, Columbia, SC 29202

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s).

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. none

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? [ ] Yes [X] No

If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE		One-Unit	100.0 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under25%	Demand/Supply	[ ] Shortage	[X] InBalance	[ ] OverSupply	$(000)	(yrs)		2-4 Unit	%
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[X] Under 3 mths	[ ] 3-6 mths	[ ] Over 6 mths	79	Low	1	Multi-Family	%
Neighborhood Boundaries	The neighborhood is located behind the Aiken Mall in the							113	High	17	Commercial	%
South part of Aiken which is primarily residential use.								98.5	Pred.	15	Other	%

Neighborhood Description The neighborhood is primarily consists of attached townhomes that are in the 1000 sf to 1350 sf range. Most we built in the early 2000's.

Market Conditions (including support for the above conclusions) The market conditions appear to be favorable for these units with them selling in less than three months on an average. The property is located behind the Aiken Mall and is located close to other residential neighborhoods and shopping areas.

SITE

Dimensions See attached plat | Area 0.09 | Shape IRREGULAR | View street

Specific Zoning Classification Planned Residential | Zoning Description PR Approved by the City of Aiken

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street	[X]	[ ]
Gas	[ ]	[ ]	Sanitary Sewer	[X]	[ ]	Alley	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 450030364E | FEMA Map Date 6-19-2012

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe

The is a 15 foot storm and sewer easement on the front of the lot. This is typical in this type of development and is reasonable.

IMPROVEMENTS

General Description			Foundation			Exterior Description	materials/condition		Interior	materials/condition	
Units [X] One	[ ] One with Accessory Unit		[X] Concrete Slab	[ ] Crawl Space		Foundation Walls	CONCRETE SLAB		Floors	CARPET /WOOD	
# of Stories one			[ ] Full Basement	[ ] Partial Basement		Exterior Walls	VINYL SIDING		Walls	SHEETROCK	
Type [ ] Det.	[X] Att.	[ ] S-Det/End Unit	Basement Area	sq. ft.		Roof Surface	COMPOSITION		Trim/Finish	GOOD	
[X] Existing	[ ] Proposed	[ ] Under Const	Basement Finish	%		Gutters & Downspouts	YES		Bath Floor	TILE	
Design (Style)	ONE STORY		[ ] Outside Entry/Exit	[ ] Sump Pump		Window Type	VINYL WINDOWS		Bath Wainscot	FIBERGLASS	
Year Built	2007		Evidence of [ ] Infestation			Storm Sash/Insulated	YES		Car Storage	[ ] None	
Effective Age (Yrs)	10		[ ] Dampness	[ ] Settlement		Screens	NONE		[X] Driveway	# of Cars TWO	
Attic	[ ] None		Heating [X] FWA	[ ] HWBB	[ ] Radiant	Amenities	[ ] WoodStove(s)#		Driveway Surface	CONCRETE	
[X] Drop Stair	[ ] Stairs		[ ] Other	Fuel		[X] Fireplace(s) #	[X] Fence		[ ] Garage	# of Cars	
[ ] Floor	[ ] Scuttle		Cooling [ ] Central Air Conditioning			[ ] Patio/Deck	[ ] Porch		[ ] Carport	# of Cars	
[ ] Finished	[ ] Heated		[ ] Individual	[ ] Other		[ ] Pool	[ ] Other		[ ] Att.	[ ] Det.	[ ] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area **above** grade contains: 6 Rooms | 2 Bedrooms | 2 Bath(s) | 1,092 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.) TYPICAL OF UNITS, INSULATION

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). THE UNIT APPEARS TO BE WELL KEPT AND IN GOOD CONDITION.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe

NOT THAT I AM AWARE

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

Uniform Residential Appraisal Report

File # 18-133 RC

There are 1 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 114,500.00 to $ 114,500.00

There are 19 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 79,000.00 to $ 115,000.00

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	116 AMITY LANE Aiken, SC 29803	1316 Triple Tree Lane Aiken, SC		126 PORTOFINO LANE AIKEN,SC		128 STONINGTON LANE AIKEN,SC	
Proximity to Subject		5 BLOCKS		1 BLOCK		4 BLOCKS	
Sale Price	$	$ 100,000		$ 113,000		$ 105,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 91.58 sq. ft.		$ 88.56 sq. ft.		$ 82.29 sq. ft.	
Data Source(s)		mls, tax reference		MLS, TAX REFERENCE		MLS, TAX REFERENCE	
Verification Source(s)		County Records		County Records		County Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		Conventional concessions		Cash		CASH concessions	-500
Date of Sale/Time		8/15/2018		10/4/2018		5/14/2018	
Location	Planned Comm.	Similar		Similar		Similar	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.09	0.075 acre		0.12 acre		0.12 acre	
View	Street	Street		Street		Street	
Design (Style)	ONE STORY	ONE STORY		One Story		One Story	
Quality of Construction	AVERAGE +	AVERAGE+		AVERAGE+		Average+	
Actual Age	A11/E10	15 YRS		12 years		13 years	
Condition	GOOD	GOOD		Good		Good	
Above Grade Room Count (Total / Bdrms. / Baths)	6 / 2 / 2	6 / 2 / 2		6 / 2 / 2		6 / 2 / 2	
Gross Living Area	1,092 sq. ft.	1,092 sq. ft.		1,276 sq. ft.	-9,500	1,276 sq. ft.	-9,500
Basement & Finished Rooms Below Grade							
Functional Utility	GOOD	GOOD		GOOD		GOOD	
Heating/Cooling	FWA	FWA		FWA		CASH	
Energy Efficient Items	INSULATED	SIMILAR		SIMILAR		SIMILAR	
Garage/Carport		CARPORT	-4,000	CARPORT	-4,000	CARPORT	-4,000
Porch/Patio/Deck	FENCE	FENCE		FENCE		FENCE	
	end unit	GAS FIREPLACE	-500	GAS FIREPLACE	-500	GAS FIREPLACE	-500
TMS 123-05-13-075		103-05-14-002		123-05-16-128		123-05-16-033	
		RENOVATED		RENOVATED		Average	+5,000
Net Adjustment (Total)		[ ] + [X] -	$ -4,500	[ ] + [X] -	$ -14,000	[ ] + [X] -	$ -9,500
Adjusted Sale Price of Comparables		Net Adj. 4.50 % Gross Adj. 4.50 %	$ 95,500	Net Adj. 12.39 % Gross Adj. 12.39 %	$ 99,000	Net Adj. 9.05 % Gross Adj. 18.57 %	$ 95,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) PROPERTY PURCHASED 6/12/2007 FOR $88,000.

My research [ ] did [X] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s)

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE#1	COMPARABLE SALE#2	COMPARABLE SALE#3
Date of Prior Sale/Transfer	NONE	NONE	10/29/2015	NONE
Price of Prior Sale/Transfer	NA		98,000	
Data Source(s)	COUNTY RECORDS		COUNTY RECORDS	
Effective Date of Data Source(s)	10-16-18		10-16-2018	

Analysis of prior sale or transfer history of the subject property and comparable sales THERE ARE NO RECENT SALES OF THE SUBJECT PROPERTY OR THE COMPARABLE SALES.

Summary of Sales Comparison Approach ALL THREE COMPARABLE SALES ARE END UNITS WIT A CARPORT AND ARE SIMILAR TO THE SUBJECT PROPERTY IN DESIGN AND APPEAL. THESE SALE OFFER GOOD COMPARABLE SALES TO THE SUBJECT PROPERTY.

Indicated Value by Sales Comparison Approach $96,700

RECONCILIATION

Indicated Value by: Sales Comparison Approach $96,700 Cost Approach (if developed) $NONE Income Approach (if developed) $NONE

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 96,700, as of OCTOBER 8, 2018, which is the effective date of this appraisal.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Paul K Moore
Name Paul K. Moore, MAI, SRA
Company Name Paul K. Moore & Associates, Inc.
Company Address 528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464
Telephone Number 843-881-0454
Email Address paul@paulkmoore.com
Date of Signature and Report October 22, 2018
Effective Date of Appraisal OCTOBER 8, 2018
State Certification # CG 155
or State License #
or Other
State SC
Expiration Date of Certification or License 6/30/2020

ADDRESS OF PROPERTY APPRAISED
116 AMITY LANE
Aiken, SC 29803
APPRAISED VALUE OF SUBJECT PROPERTY $ 96,700
CLIENT
Name
Company Name Mr. David Anderson, Esquire
Company Address P.O. Drawer 7788
Columbia, SC 29202
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

ADDITIONAL COMMENTS

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

SCOPE OF APPRAISAL

SCOPE OF WORK

Pursuant to the client's request, I have prepared this appraisal report. The first basic step in completing this report was considering the specific requirements for this report from the intended client, David Anderson, Esquire . I have been instructed to provide an estimate of the Market Value of the Fee Simple Estate of the subject property, based on the inspection as of October 8, 2018. The valuation date is the date of the inspection. To estimate this value, I have completed the appraisal process, which includes the collection, confirmation, analysis, and reporting of market data.

The subject property is 0.09 acre lot that has been developed with a Town House. The lot is on Amity Lane . There is good reasonable level of demand to own and/or occupy this property type in the immediate market area.

In performing this appraisal, I have collected sufficient market data in order to provide justification and support for the adjustments and value estimates which are utilized in this report.
The **Scope of Work** is described in the 2016-2017 edition of USPAP as including, but not limited to:

The extent to which the property is identified;
The extent to which tangible property is inspected;
The type and extent of data researched, and
The type and extent of analyses applied to arrive at opinions or conclusions.

A description of each of these factors is provided on the following pages.

ADDITIONAL COMMENTS
Page 2

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

The Extent to Which the Property is Identified

The appraiser has researched public records including tax information and public records to provide for the legal description of the subject property.

The Extent to Which the Tangible Property is Inspected

The appraiser has physically inspected the subject property. I have researched zoning and have reviewed documents which provide an indication of the physical characteristics of the site.

The Type and Extent of Data Researched

In preparing this appraisal report, I have thoroughly researched the market for similar mobile home lots within the subject market area. I have adjusted my sales comparables based on several factors including market conditions as well as quantifiable factors such as size, quality/condition and locational factors.

The Type and Extent of Analysis Applied

I have analyzed the data collected and applied the appropriate methodology in order to provide a value of the Fee Simple Interest in the subject property. I have analyzed the subject property in the "As Is" condition and have determined the Highest and Best Use of the subject is Residential use. I have also concluded the residential use to be the highest and best use of the site. I have not used the Cost Approach nor the Income Approach to value since it is not applicable.

From there I have selected the most relevant comparables and adjusted these comparables based on quantifiable market evidence.

I have reconciled our findings to provide a supportable value of the subject property in the Fee Simple Estate. I have performed a appraisal report which is intended to comply with the Uniform Standards of Professional Appraisal Practice, 2018-2019 edition.

ADDITIONAL COMMENTS
Page 3

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

Certification Statement:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I **have** made a personal inspection of the property that is the subject of this report

- No one provided significant real property appraisal assistance to the person signing this certification
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives

As of the date of this report, I **have** completed the continuing education program for Designated Members of the Appraisal Institute.

Paul K Moore,MAI_____Signature
Date October 19 , 2018

ADDITIONAL COMMENTS
Page 4

Intended User David A.Anderson, Esq.
Property Address 116 AMITY LANE
City Aiken County Aiken State SC Zip Code 29803
Client Mr. David Anderson, Esquire

DEFINITION OF MARKET VALUE

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and Seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their own best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Sources:

A. Department of the Treasury, Office of Thrift Supervision 12 CFR Part 564.2, dated Thursday, August 23, 1990.

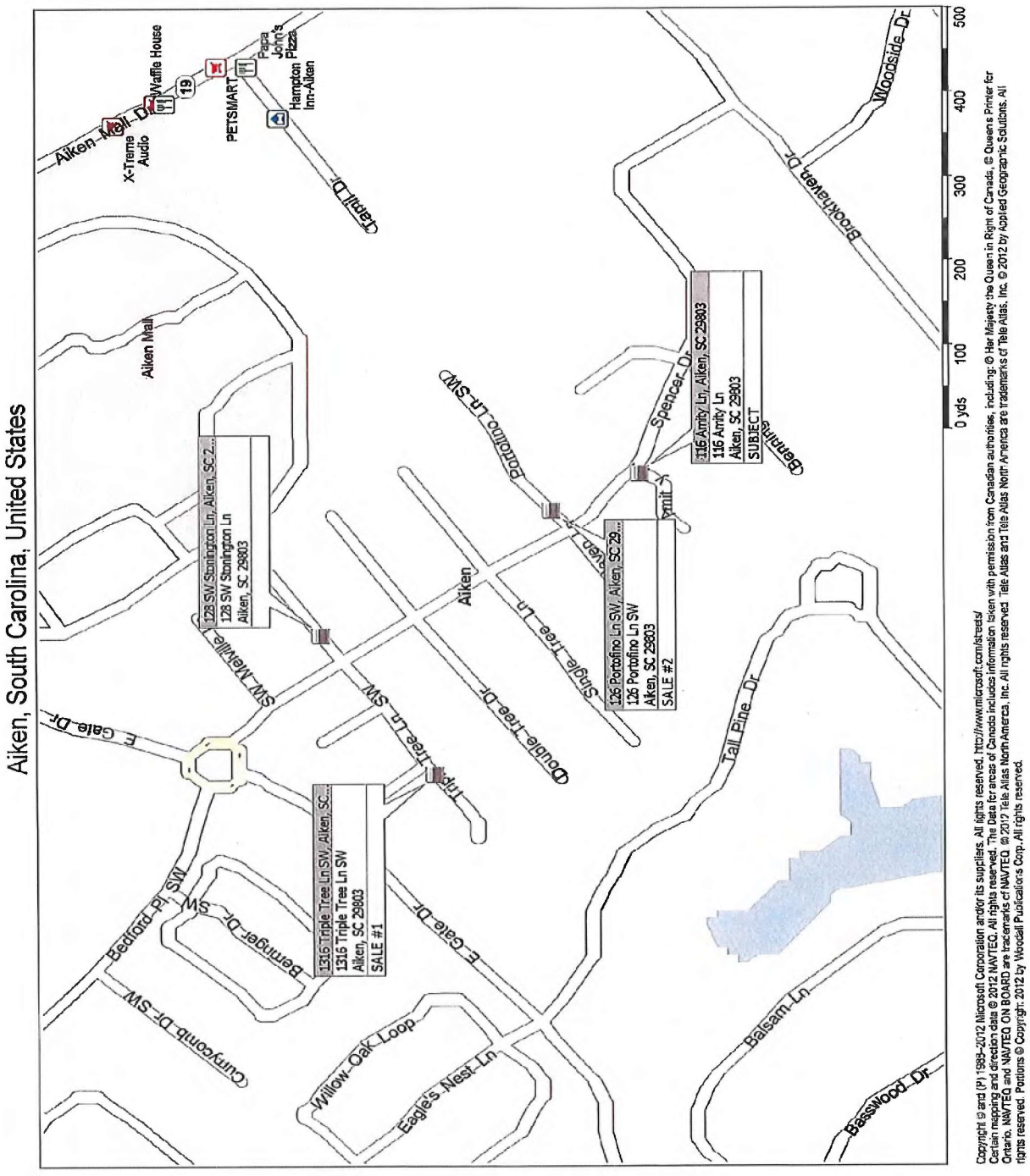
B. Department of the Treasury, Office of the Comptroller of the Currency, 12 CFR Part 34.42, dated Friday, August 24, 1990.

C. Federal Deposit Insurance Corporation, 12 CFR Part 323.2, dated Monday, August 20, 1990.

File No. 18-133 RC

LOCATION MAP

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						



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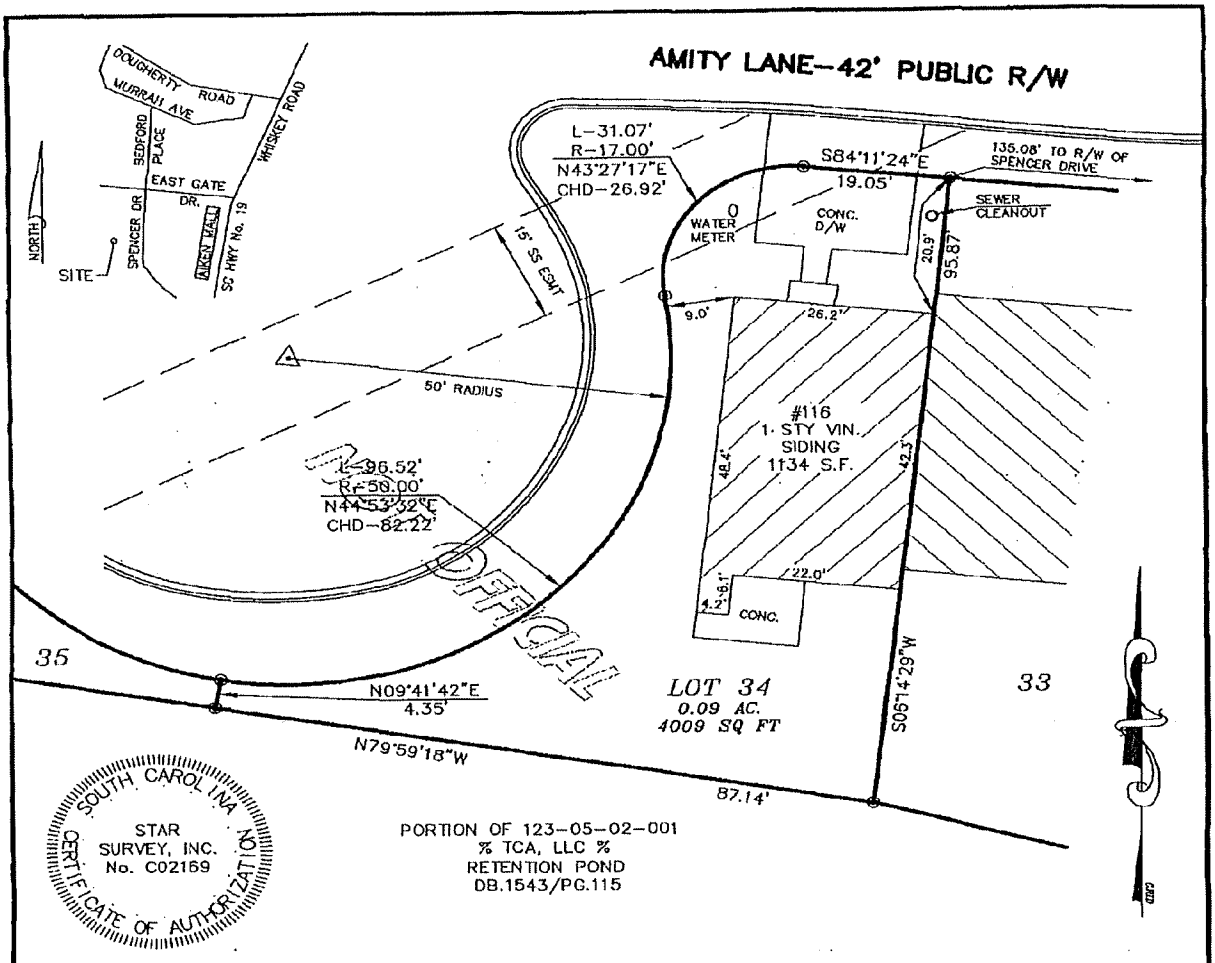
File No. 18-133 RC

SITE PLAN

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

Book 52 Page 811

AIKEN COUNTY GIS
Tax Map:
123-05-13-075



MORTGAGE PLAT
FOR
ERMA MARIE AYLWARD

ACCORDING TO LOCAL FEMA FLOOD MAPS, THE IMPROVEMENTS ARE NOT LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA.

STAR SURVEY, INC.
702 EDGEFIELD ROAD
NORTH AUGUSTA, S.C. 29841
TELF. (803) 613-0377

LOT 34
BENNINGTON SUBD, PH. I
AIKEN COUNTY/CITY
SOUTH CAROLINA

SCALE: 1" = 20' (0' 20' 40')

REFERENCE PLAT
SUBD. PLAT BY STAR SURVEY, INC, 5/03/07

DRAWING NAME	DATE
072252.DWG	MAY 12, 2007
PROJECT NO.	DWG BY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN 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 "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

RONALD D. PLATTER, P.L.S. NO. 16810

File No. 18-133 RC

FLOOD MAP

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

CoreLogic RiskMeter

LOCATION ACCURACY: Excellent

Flood Zone Determination Report

Flood Zone Determination: OUT

PANEL DATE June 19, 2012 MAP NUMBER 450030364E

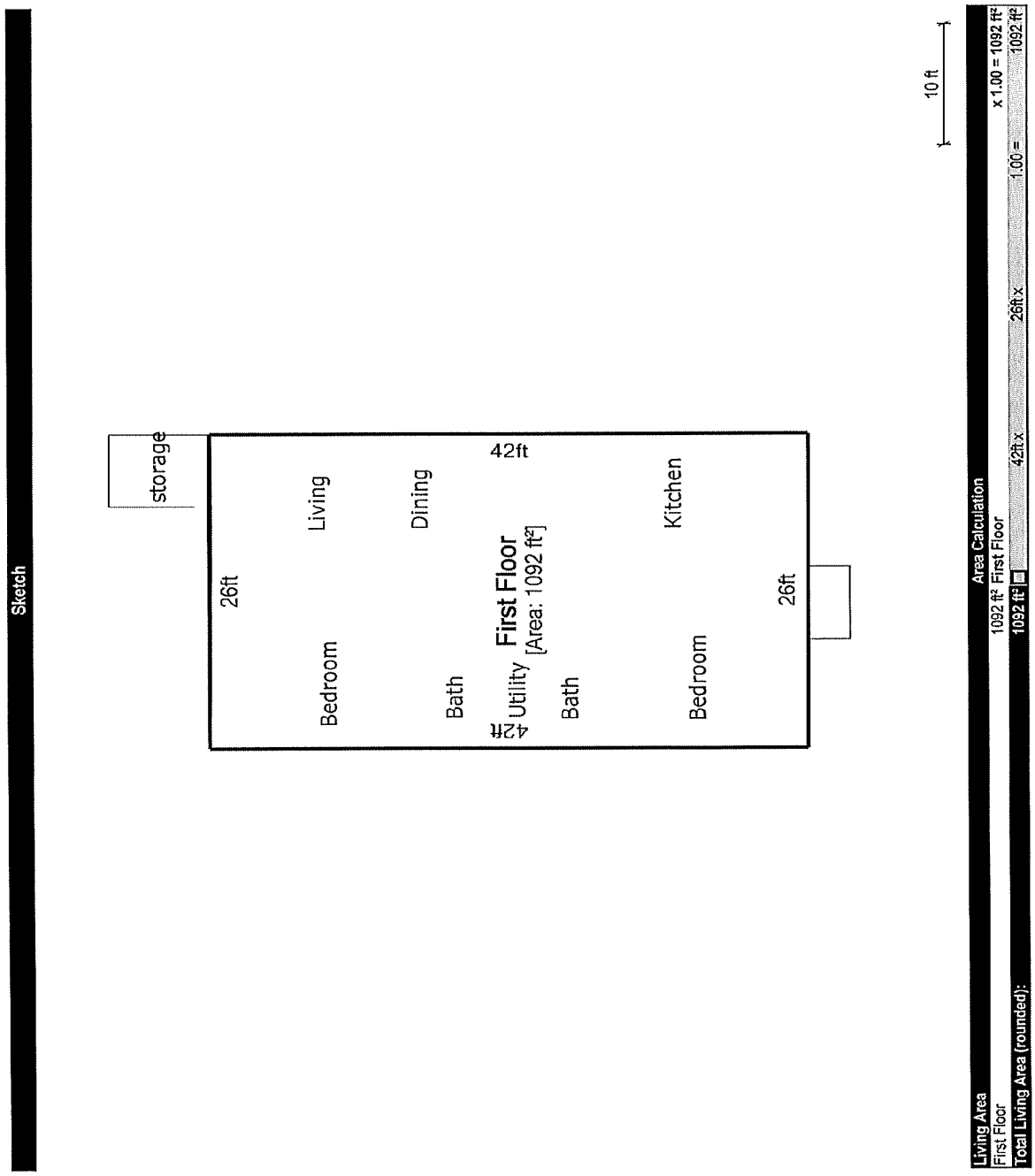
- X500 or B Zone
- A Zone
- V Zone
- D Zone
- Floodway
- CBRA

Report generated Oct 17, 2018 by paul@paulkmoore.com

File No. 18-133 RC

SKETCH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						



File No. 18-133 RC

PHOTOGRAPH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

FRONT VIEW OF
SUBJECT PROPERTY

REAR VIEW OF
SUBJECT PROPERTY

STREET SCENE OF
SUBJECT PROPERTY

File No. 18-133 RC

PHOTOGRAPH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	116 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

COMPARABLE #1

1316 Triple Tree Lane
Aiken, SC

Price	$100,000
Price/SF	91.58
Date	8/15/2018
Age	15 YRS
Room Count	6-2-2
Living Area	1,092
Value Indication	$95,500

COMPARABLE #2

126 PORTOFINO LANE
AIKEN,SC

Price	$113,000
Price/SF	88.56
Date	10/4/2018
Age	12 years
Room Count	6-2-2
Living Area	1,276
Value Indication	$99,000

COMPARABLE #3

128 STONINGTON LANE
AIKEN,SC

Price	$105,000
Price/SF	82.29
Date	5/14/2018
Age	13 years
Room Count	6-2-2
Living Area	1,276
Value Indication	$95,500

APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

110 AMITY LANE
Aiken, SC 29803

for

Mr. David Anderson, Esquire
P.O. Drawer 7788
Columbia, SC
29202

as of

OCTOBER 9, 2018

by

Paul K. Moore, MAI, SRA
528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464

Paul K. Moore & Associates, Inc.

ALL-STATE LEGAL®
DEFENDANT'S EXHIBIT
9

Paul K. Moore & Associates, Inc.
528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464
843-881-0454

October 22, 2018

Mr. David Anderson, Esquire
P.O. Drawer 7788
Columbia, SC
29202

Property -	110 AMITY LANE Aiken, SC 29803
Client -	David A.Anderson, Esq.
File No. -	18-133 RF
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 110 AMITY LANE, Aiken, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of OCTOBER 9, 2018 is :

$112,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Paul K. Moore & Associates, Inc.

Paul K Moore

Paul K. Moore, MAI, SRA
SC Certification #CG 155

Uniform Residential Appraisal Report

File # 18-133 RF

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 110 AMITY LANE | City Aiken | State SC | Zip Code 29803

Owner Donna M. Arguello, et al | Intended User David A.Anderson, Esq. | County Aiken

Legal Description Lot No. 31 Bennington, Phase 1

Assessor's Parcel # 123-05-13-072 | Tax Year 2018 | R. E. Taxes $1,481.74

Neighborhood Name Bennington Phase 1 & 2 | Map Reference County tax maps | Census Tract 212.03

Occupant [ ] Owner [X] Tenant [ ] Vacant | Special Assessments $ [ ] PUD | HOA $NA [ ] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Intended Use: Litigation purposes

Client Mr. David Anderson, Esquire | Address P.O. Drawer 7788, Columbia, SC 29202

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s).

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. none

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? [ ] Yes [X] No

If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE		One-Unit	100.0 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under25%	Demand/Supply	[ ] Shortage	[X] InBalance	[ ] OverSupply	$(000)	(yrs)		2-4 Unit	%
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[X] Under 3 mths	[ ] 3-6 mths	[ ] Over 6 mths	79	Low	1	Multi-Family	%
Neighborhood Boundaries	The neighborhood is located behind the Aiken Mall in the							113	High	17	Commercial	%
South part of Aiken which is mostly a residential area.								98.5	Pred.	15	Other	%

Neighborhood Description The neighborhood is primarily consists of attached townhomes that are in the 1000 sf to 1350 sf range. Most we built in the early 2000's.

Market Conditions (including support for the above conclusions) The market conditions appear to be favorable for these units with them selling in less than three months on an average. The property is located behind the Aiken Mall and is located close to other residential neighborhoods and shopping areas.

SITE

Dimensions See attached plat | Area 0.15 | Shape pie shaped | View street

Specific Zoning Classification Planned Residential | Zoning Description PR Approved by the City of Aiken

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street	[X]	[ ]
Gas	[ ]	[ ]	Sanitary Sewer	[X]	[ ]	Alley	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 450030364E | FEMA Map Date 6-19-2012

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe

The is a 15 foot storm and sewer easement on the front of the lot. This is typical in this type of development and is reasonable.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab	[ ] Crawl Space	Foundation Walls	CONCRETE SLAB	Floors	CARPET /WOOD
# of Stories	one	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	VINYL SIDING	Walls	SHEETROCK
Type [ ] Det. [X] Att. [ ] S-Det/End Unit		Basement Area	sq. ft.	Roof Surface	COMPOSITION	Trim/Finish	GOOD
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish	%	Gutters & Downspouts	YES	Bath Floor	TILE
Design (Style)	ONE STORY	[ ] Outside Entry/Exit	[ ] Sump Pump	Window Type	VINYL WINDOWS	Bath Wainscot	FIBERGLASS
Year Built	2007	Evidence of [ ] Infestation		Storm Sash/Insulated	YES	Car Storage	[ ] None
Effective Age (Yrs)	10	[ ] Dampness	[ ] Settlement	Screens	NONE	[X] Driveway	# of Cars TWO
Attic	[ ] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)#	Driveway Surface	CONCRETE
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel	[X] Fireplace(s) #	[X] Fence	[ ] Garage	# of Cars
[ ] Floor	[ ] Scuttle	Cooling [ ] Central Air Conditioning		[ ] Patio/Deck	[ ] Porch	[X] Carport	# of Cars ONE
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool	[ ] Other	[X] Att. [ ] Det.	[ ] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area **above** grade contains: 6 Rooms | 2 Bedrooms | 2 Bath(s) | 1,250 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.) typical features, insulation

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). THE UNIT APPEARS TO BE WELL KEPT AND IN GOOD CONDITION.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

Uniform Residential Appraisal Report

File # 18-133 RF

There are 1 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 114,500.00 to $ 114,500.00

There are 19 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 79,000.00 to $ 115,000.00

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	110 AMITY LANE Aiken, SC 29803	103 Double Tree Dr. Aiken, SC		126 PORTOFINO LANE AIKEN,SC		128 STONINGTON LANE AIKEN,SC	
Proximity to Subject		4 blocks		2 blocks		5 blocks	
Sale Price	$	$	110,750	$	113,000	$	105,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 84.67 sq. ft.		$ 88.56 sq. ft.		$ 82.29 sq. ft.	
Data Source(s)		mls, tax reference		MLS, TAX REFERENCE		MLS, TAX REFERENCE	
Verification Source(s)		County Records		County Records		County Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		FHA concessions	-3,322	Cash		CASH concessions	-500
Date of Sale/Time		6/26/18		10/4/2018		5/14/2018	
Location	Planned Comm.	Similar		Similar		Similar	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.15	0.09 acre		0.12 acre		0.12 acre	
View	Street	Street		Street		Street	
Design (Style)	ONE STORY	ONE STORY		One Story		One Story	
Quality of Construction	AVERAGE +	AVERAGE+		AVERAGE+		Average+	
Actual Age	A11/E10	14 YRS		12 years		13 years	
Condition	GOOD	GOOD		Good		Good	
Above Grade Room Count (Total / Bdrms. / Baths)	6 / 2 / 2	6 / 2 / 2		6 / 2 / 2		6 / 2 / 2	
Gross Living Area	1,250 sq. ft.	1,308 sq. ft.	-2,900	1,276 sq. ft.	-1,300	1,276 sq. ft.	-1,300
Basement & Finished Rooms Below Grade							
Functional Utility	GOOD	GOOD		GOOD		GOOD	
Heating/Cooling	FWA	FWA		FWA		CASH	
Energy Efficient Items	INSULATED	SIMILAR		SIMILAR		SIMILAR	
Garage/Carport	GARAGE	CARPORT	+4,000	CARPORT	+4,000	CARPORT	+4,000
Porch/Patio/Deck	FENCE	FENCE		FENCE		FENCE	
		GAS FIREPLACE		GAS FIREPLACE		GAS FIREPLACE	
TMS 123-05-13-072		103-05-14-002		123-05-16-128		123-05-16-033	
		RENOVATED		RENOVATED		Average condition	+5,000
Net Adjustment (Total)		[ ] + [X] -	$ -2,222	[X] + [ ] -	$ 2,700	[X] + [ ] -	$ 7,200
Adjusted Sale Price of Comparables		Net Adj. 2.01 % Gross Adj. 9.23 %	$ 108,528	Net Adj. 2.39 % Gross Adj. 4.69 %	$ 115,700	Net Adj. 6.86 % Gross Adj. 10.29 %	$ 112,200

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) PROPERTY PURCHASED 5/25/2007 FOR $104,900.

My research [ ] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s)

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE#1	COMPARABLE SALE#2	COMPARABLE SALE#3
Date of Prior Sale/Transfer	5/25/2007	NONE	10/29/2015	NONE
Price of Prior Sale/Transfer	104,900		98,000	
Data Source(s)	COUNTY RECORDS		COUNTY RECORDS	
Effective Date of Data Source(s)	10-16-18		10-16-2018	

Analysis of prior sale or transfer history of the subject property and comparable sales THERE ARE NO RECENT SALES OF THE SUBJECT PROPERTY OR THE COMPARABLE SALES.

Summary of Sales Comparison Approach ALL THREE COMPARABLE SALES ARE END UNITS WIT A CARPORT AND ARE SIMILAR TO THE SUBJECT PROPERTY IN DESIGN AND APPEAL. THESE SALES OFFER GOOD COMPARABLE SALES TO THE SUBJECT PROPERTY.

Indicated Value by Sales Comparison Approach $112,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $112,000 Cost Approach (if developed) $NONE Income Approach (if developed) $NONE

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 112,000, as of OCTOBER 9, 2018, which is the effective date of this appraisal.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Paul K Moore
Name Paul K. Moore, MAI, SRA
Company Name Paul K. Moore & Associates, Inc.
Company Address 528 Johnnie Dodds Blvd., Suite #102
Mt. Pleasant, SC 29464
Telephone Number 843-881-0454
Email Address paul@paulkmoore.com
Date of Signature and Report October 22, 2018
Effective Date of Appraisal OCTOBER 9, 2018
State Certification # CG 155
or State License #
or Other
State SC
Expiration Date of Certification or License 6/30/2020

ADDRESS OF PROPERTY APPRAISED
110 AMITY LANE
Aiken, SC 29803
APPRAISED VALUE OF SUBJECT PROPERTY $ 112,000
CLIENT
Name
Company Name Mr. David Anderson, Esquire
Company Address P.O. Drawer 7788
Columbia, SC 29202
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

ADDITIONAL COMMENTS

Intended User	David A.Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

LEGAL DESCRIPTION

SCOPE OF WORK

Pursuant to the client's request, I have prepared this appraisal report. The first basic step in completing this report was considering the specific requirements for this report from the intended client, David Anderson, Esquire. I have been instructed to provide an estimate of the Market Value of the Fee Simple Estate of the subject property, based on the inspection of the property. The valuation date is the date of the inspection , October 9, 2018 to estimate this value, I have completed the appraisal process, which includes the collection, confirmation, analysis, and reporting of market data.

The subject property is a 2 bedroom and 2 bath residential townhouse.
The unit is on Amity Lane . There is good reasonable level of demand to own and/or occupy this property type in the immediate market area.

In performing this appraisal, I have collected sufficient market data in order to provide justification and support for the adjustments and value estimates which are utilized in this report.
The **Scope of Work** is described in the 2018-2019 edition of USPAP as including, but not limited to:

The extent to which the property is identified;
The extent to which tangible property is inspected;
The type and extent of data researched, and
The type and extent of analyses applied to arrive at opinions or conclusions.

A description of each of these factors is provided on the following pages.

The Extent to Which the Property is Identified

The appraiser has researched public records including deeds, plats and public records to provide for the legal description of the subject property.

The Extent to Which the Tangible Property is Inspected

The appraiser has physically inspected the subject property. I have researched zoning and have reviewed documents which provide an indication of the physical characteristics of the site.

The Type and Extent of Data Researched

In preparing this appraisal report, I have thoroughly researched the market for similar homes within the subject market area. I have adjusted my sales comparables based on several factors including market conditions as well as quantifiable factors such as size, quality/condition and locational factors.

The Type and Extent of Analysis Applied

I have analyzed the data collected and applied the appropriate methodology in order to provide a value of the Fee Simple Interest in the subject property. I have analyzed the subject property in the "As Is" condition and have determined the Highest and Best Use of the subject is for single family house use. I have also concluded the residential use to be the highest and best use of the site. I have not used the Cost Approach nor the Income Approach to value since it is not applicable.

From there I have selected the most relevant comparables and adjusted these comparables based on quantifiable market evidence.

I have reconciled our findings to provide a supportable value of the subject property in the Fee Simple Estate. I have performed a appraisal report which is intended to comply with the Uniform Standards of Professional Appraisal Practice, 2018-2019 edition.

ADDITIONAL COMMENTS

Intended User	David A.Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

Certification Statement:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I **have** made a personal inspection of the property that is the subject of this report

- No one provided significant real property appraisal assistance to the person signing this certification
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives

As of the date of this report, I **have** completed the continuing education program for Designated Members of the Appraisal Institute.

Paul K Moore,MAI_____Signature ■ Date
October 20 , 2018

ADDITIONAL COMMENTS
Page 4

Intended User	David A.Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

DEFINITION OF MARKET VALUE

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and Seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their own best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Sources:

A. Department of the Treasury, Office of Thrift Supervision 12 CFR Part 564.2, dated Thursday, August 23, 1990.

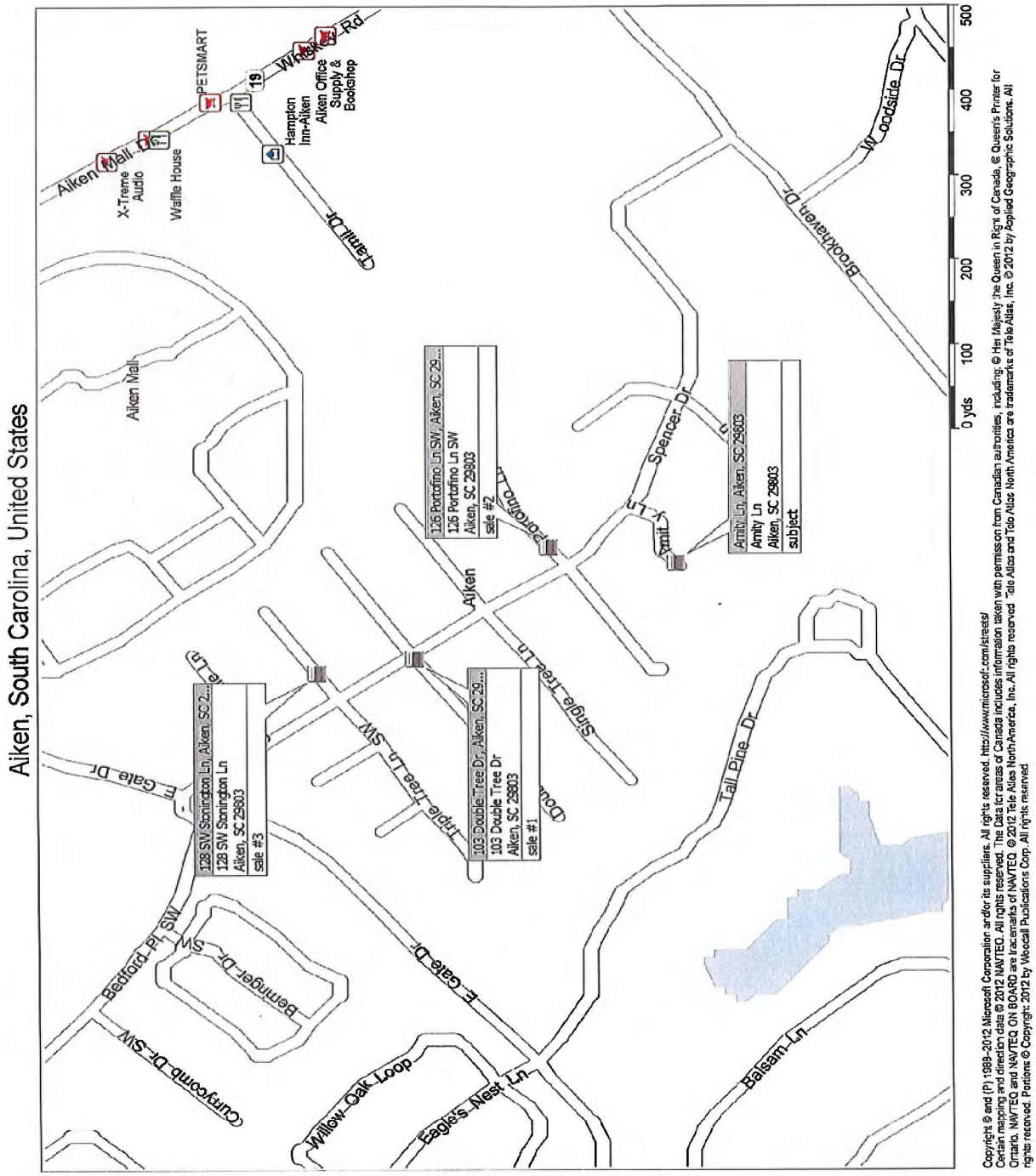
B. Department of the Treasury, Office of the Comptroller of the Currency, 12 CFR Part 34.42, dated Friday, August 24, 1990.

C. Federal Deposit Insurance Corporation, 12 CFR Part 323.2, dated Monday, August 20, 1990.

File No. 18-133 RF

LOCATION MAP

Intended User	David A.Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						



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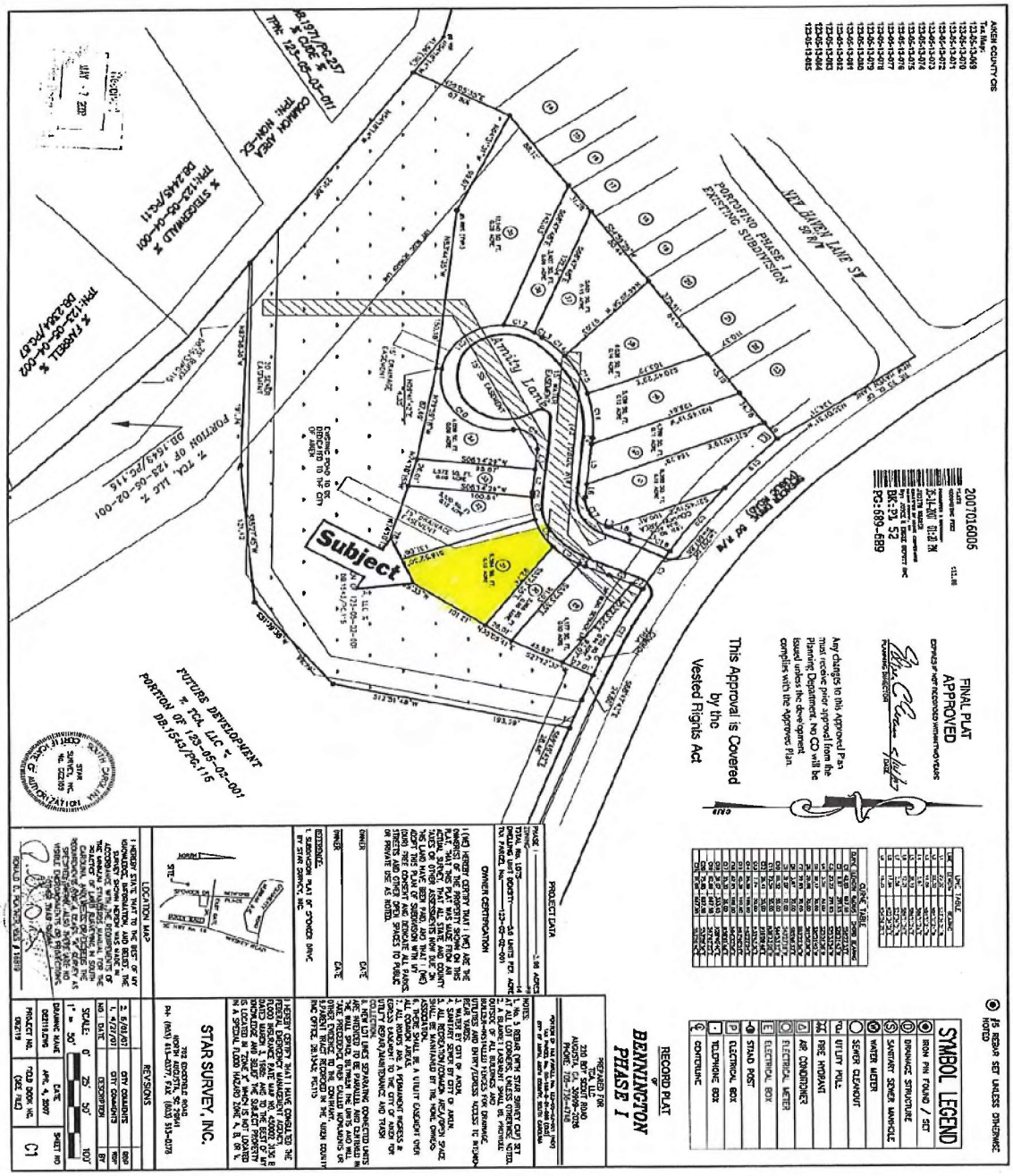
Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

File No. 18-133 RF

SITE PLAN

Intended User	David A.Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						



File No. 18-133 RF

FLOOD MAP

Intended User	David A. Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

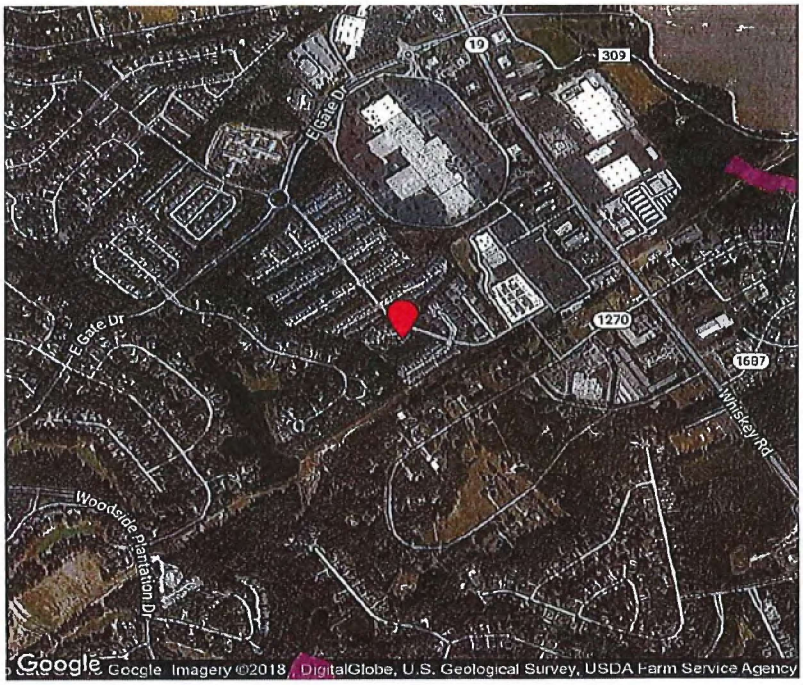
CoreLogic RiskMeter

LOCATION ACCURACY: Excellent

Flood Zone Determination Report

Flood Zone Determination: OUT

PANEL DATE June 19, 2012 MAP NUMBER 450030364E



- X500 or B Zone
- A Zone
- V Zone
- D Zone
- Floodway
- CBRA

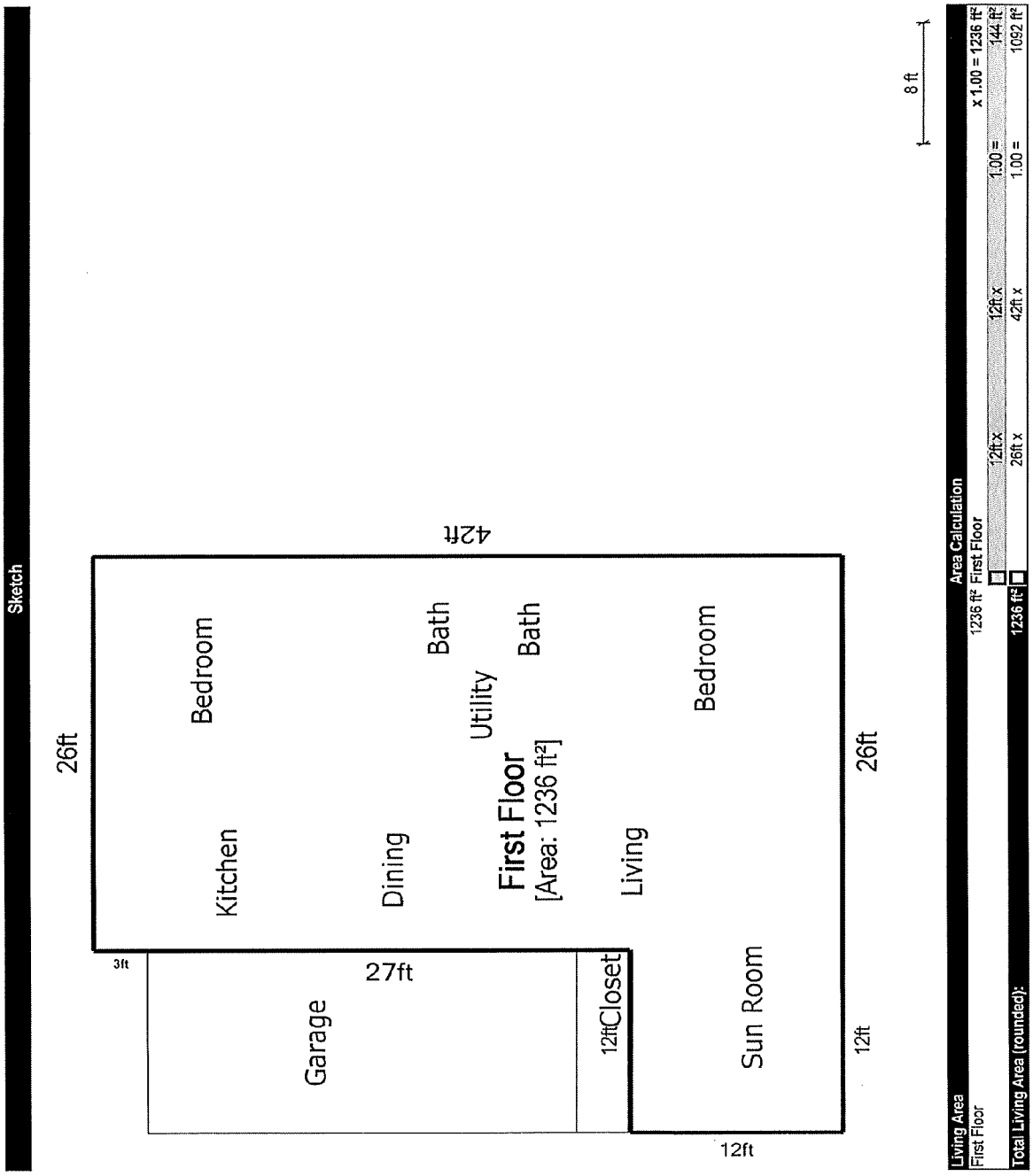
Report generated Oct 17, 2018 by paul@paulkmoore.com

Page 1 of 1

File No. 18-133 RF

SKETCH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						



File No. 18-133 RF

PHOTOGRAPH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

FRONT VIEW OF
SUBJECT PROPERTY

REAR VIEW OF
SUBJECT PROPERTY

STREET SCENE OF
SUBJECT PROPERTY

File No. 18-133 RF

PHOTOGRAPH ADDENDUM

Intended User	David A.Anderson, Esq.						
Property Address	110 AMITY LANE						
City	Aiken	County	Aiken	State	SC	Zip Code	29803
Client	Mr. David Anderson, Esquire						

COMPARABLE #1

103 Double Tree Dr.
Aiken, SC

Price	$110,750
Price/SF	84.67
Date	6/26/18
Age	14 YRS
Room Count	6-2-2
Living Area	1,308
Value Indication	$108,528

COMPARABLE #2

126 PORTOFINO LANE
AIKEN,SC

Price	$113,000
Price/SF	88.56
Date	10/4/2018
Age	12 years
Room Count	6-2-2
Living Area	1,276
Value Indication	$115,700

COMPARABLE #3

128 STONINGTON LANE
AIKEN,SC

Price	$105,000
Price/SF	82.29
Date	5/14/2018
Age	13 years
Room Count	6-2-2
Living Area	1,276
Value Indication	$112,200

South Carolina Department of Labor, Licensing and Regulation
Office of Communications
110 Centerview Dr. • Columbia • SC • 29210
P.O. Box 11329 • Columbia • SC 29211-1329
Phone: 803-896-4300 • Contactllr@llr.sc.gov • www.llronline.com

South Carolina Freedom of Information Act (FOIA) Request Form

FOIA request on Board/Office of: Contractor's Licensing Date: 5/15/2019

Requestor Information:

Name: David A. Anderson Phone: (803) 771-4400

Address: P.O. Drawer 7788 City: Columbia State: SC Zip: 29202

Email Address: danderson@richardsonplowden.com

FOIA Request:

Under the South Carolina Freedom of Information Act, I am requesting the following information:

Sherwood Ray Belangia, ATC Construction LLC, License No. 113313.

Request a copy of the General or Mechanical Contracors' Licnse Application and the Work Experience Affidavit for Sherwood Ray Belangia.

I prefer to receive this information by: ☐ Mail ☑ Email

Acknowledgement:

I understand if my request for copies of documents exceeds 20 pages, I will be assessed a fee of 15 cents per page and I agree to pay the cost. I also understand that if the request exceeds 100 pages, I may be required to pay a deposit before documents are copied or transmitted.

David A. Anderson
Name

ALL-STATE LEGAL® DEFENDANT'S EXHIBIT 11

RECEIVED
MAY 16 2007

SOUTH CAROLINA CONTRACTORS' LICENSING BOARD
110 CENTERVIEW DRIVE, COLUMBIA S.C. 29210 (For Overnight Mailing)
PO Box 11329, COLUMBIA S.C. 29211-1329 (For Regular Mailing)
Tel# (803)896-4686 Fax# (803)896-4701

GENERAL OR MECHANICAL CONTRACTORS' LICENSE APPLICATION

Document #165

APPLICATION MUST BE TYPED OR PRINTED IN INK

OFFICE USE ONLY
AMOUNT $ 350.00 BATCH# 39
DATE OF ISSUE: 5.16.2007
G 133313 M
QP 21820 CLASS B, RMO, RBC

NOTE: Personal information provided in this application may be subject to public scrutiny or release under the S.C. Freedom of Information Act or other provisions of federal and state law.

Select one: ☒ **General Contractor** ☒ $350 ☐ $175 (after 10/31/07) ☐ **Mechanical Contractor** ☐ $175 ☐ $350 (after 10/31/07)

1. LICENSEE INFORMATION: This section to be completed by the person or entity seeking a license. **The "Licensee" is the owner of the license.** You must sign contracts, apply for permits, conduct business and advertise in the same name that will appear on your license. See Sections 40-11-20, 130, 230, 240 and 370(B) in the General and Mechanical Contracting Act of SC for further clarification. (Residential Builder)

- Are you a current or previous S.C. Contractor? Yes ☒ No ☐ Previous S.C. License#: 18684
- Is this a reinstatement application? Yes ☐ No ☒ • Is this a name change? Yes ☐ No ☒

Licensee (DBA) Name: (The name to put on the license) ATC Construction, LLC
DBA - "Doing Business As" Name (Exact name in which this entity will be conducting business in S.C.)
(Financial statement must be in this same name unless a Sole Proprietorship)

Select one of the following to indicate the DBA's style of business:
☐ Individual/Sole Proprietorship ☐ Partnership* ☐ Corporation* ☒ LLC* ☐ LLP*
*Contact SC Secretary of State (803-734-2158) if you want to register your entity in South Carolina

Mailing Address: 220 Boy Scout Rd (i.e. P.O. Box) | Augusta (City) | GA (State) | 30909 (Zip) | Richmond (County)

Business Address: 220 Boy Scout Rd (Physical Street Address) | Augusta (City) | GA (State) | 30909 (Zip) | Richmond (County)

Business Telephone #: (706) 736-4748 Federal ID #: [redacted]
FOR an S-CORP, J-CORP, LLC or LLP (REGISTER WITH S.C. SECRETARY OF STATE at 803-734-2158)

Fax Telephone #: (706) 667-0255

Email Address: [redacted]

2. QUALIFYING PARTY "QP" INFORMATION: The QP is the individual(s) that is qualifying this license by exam or waiver; or, if you are reinstating your license, this section would also be filled out by one who is a "grandfather" licensee. Make a copy of this page and page 4 to be completed for each qualifier who meets the licensing requirements. For further clarification concerning qualifying parties, see the General and Mechanical Contracting Act of SC Section 40-11-230, 40-11-20(18), and Regulation 29-2. The person listed below is: ☒ the Primary Qualifier ☐ an Additional Qualifier

Name of Qualifying Party (QP): Sherwood Ray Belangia (Individual Qualifying this license by Examination or Waiver) Soc. Sec. #: [redacted]

Home Address: [redacted] (Street) | Evans (City) | GA (State) | 30809 (Zip) | Columbia (County)

Home Telephone #: [redacted] Position/Title with this Entity: Member / Owner

Date of Birth: [redacted] Driver's License # and State Issued: Georgia # [redacted]

A

****QUALIFYING PARTY "QP" INFORMATION****

Are you currently or previously a qualifying party with a S.C. General or Mechanical Contractor?

Yes ☐ No ☒ License # of Entity: _____

☐ I am requesting to transfer my qualifications from this licensed entity.

☐ I am requesting to be a dual qualifier for both entities (you must submit Doc #173 and meet all four requirements).

3. BACKGROUND INFORMATION: **To be answered by each qualifying party.** See Section 40-11-130 for further clarification. Any question answered yes must be fully explained. **Attach documents and/or a written explanation on a separate page for each "yes" answer.**

- Have you ever had a license, certification or registration cancelled, surrendered, revoked, suspended, restricted or disciplined by any federal, state or local authority or contracted without a proper license? Qualifying Party: ☐ Yes ☒ No
- Is any investigation or disciplinary action currently pending against you or an organization of which you are or were an officer, principal, qualifying party or major shareholder? Qualifying Party: ☐ Yes ☒ No
- Have you or an organization of which you are or were an officer, principal, qualifying party or major shareholder ever been issued a Cease and Desist Order for unauthorized practice? Qualifying Party: ☒ Yes ☐ No
- Have you ever been arrested, charged, indicted or convicted for violation of any federal, state or local law (other than a minor traffic violation)? Qualifying Party: ☐ Yes ☒ No
- Are you currently or have you ever been licensed or registered in any profession in any federal or state jurisdiction? Qualifying Party: ☒ Yes ☐ No
- Within the last 10 years, have you or any business entity of which you are or were an officer, principal, or major shareholder received any notice of any final judgments, liens or claims of any kind? (that was not reported on an initial S.C. Contractors application or renewal.) Qualifying Party: ☐ Yes ☒ No

4. AFFIDAVIT OF QUALIFYING PARTY: See Section 40-11-130 (A)(6) for further clarification. I, the qualifier listed on this application, am a full-time employee in a responsible management position with the applicant requesting this license. All statements contained herein are true and correct to the best of my knowledge. I further understand that false or incorrect information provided by me may result in the cancellation of or denial of a license issued pursuant to this application and may be subject to civil and criminal proceedings. I agree all information in this application can be verified and investigated. I have read, and I am familiar with the South Carolina Code of Laws Act regulating contracting and hereby agree to abide by such laws.

Signature of Qualifying Party | Member/Owner (Title) | 5/1/07 (Date)

Sworn and Subscribed before me this 1st day of May 20 07

Notary Public Glenn D. Hagan | My Commission Expires 11-21-08

State of Georgia | County of Richmond

(NOTE: MUST BE SIGNED/NOTARIZED OR APPLICATION WILL BE RETURNED.)

5. BUSINESS/INDIVIDUAL INFORMATION: This section must be filled out for whoever will be the owner of this license. See Sections 40-11-20(7), 240 (A)(1), (D), and 370 for further clarification.

List names of owner/president and principal officers, along with the additional information requested.

Name	Title	SS#	DOB	Address	Telephone#
Sherwood R. Belangia	Member	[redacted]	[redacted]	[redacted] Augusta, GA 30909	[redacted]
William R. Belangia	Member			[redacted] Augusta, GA 30909	

Driver's License # and state issued (for president/owner): DL#: [redacted] State: GA

Background Information for Qualifying Party Information
Sherwood Belangia

"Have you or an organization of which you are or were an officer, principal, qualifying party or major shareholder ever been issued a Cease and Desist Order for unauthorized practice?"

Yes.

ADIZ, LLC, which included me (Sherwood Belangia) as a member has received three Cease and Desist Orders, each for alleged violations of our NPDES permits regarding erosion control.

The first Cease and Desist Order was issued on April 28th, 2004 as a result of our failure at Middlebury Townhomes (SC-DHEC Permit # 02-99-05-01A) to prevent mud from bleeding onto public streets. The violation was corrected in a timely manner and no further enforcement action taken.

The second Cease and Desist Order was issued on June 17th, 2004 as a result of our failure at Middlebury Townhomes (SC-DHEC Permit # 02-99-05-01A) to perform hydroseeding over exposed soil in a timely manner. The violation was corrected in a timely manner and the matter resolved by means of a Consent Order.

The third Cease and Desist Order was issued on April 1st, 2005 as a result of repeated failures at Stonington Townhomes (SC-DHEC Permit # 02-04-03-08) of BMPs caused by heavy rains over a heavily sloped site. The violation was corrected in a timely manner and the matter resolved by means of a Consent Order.

"Are you currently or have you ever been licensed in any profession in any federal or state jurisdiction?

Yes.

I (Sherwood Belangia) currently hold the following licenses:

Certified Building Contractor, State of Florida, License #CBC1251553

Residential Builder, State of South Carolina, License #18684

A

OWNER/PRESIDENT INFORMATION

6. OWNER/PRESIDENT BACKGROUND INFORMATION: **To be answered by the Owner/President.** See Section 40-11-130 for further clarification. If the "QP" is the same person as the owner/president, the "QP" must still complete this section. Any question answered yes must be fully explained. **Attach documents and/or a written explanation on a separate page for each "yes" answer.**

- Have you, as an owner, president, or officer of a QP of a contracting entity had a license, certification or registration cancelled, surrendered, revoked, suspended, restricted or disciplined by any federal, state or local authority or contracted without a proper license? Owner/President: ☐ Yes ☒ No
- Is any investigation or disciplinary action currently pending against you or an organization of which you are or were an officer, principal, qualifying party or major shareholder? Owner/President: ☐ Yes ☒ No
- Have you or an organization of which you are or were an officer, principal, qualifying party or major shareholder ever been issued a Cease and Desist Order for unauthorized practice? Owner/President: ☒ Yes ☐ No
- Have you ever been arrested, charged, indicted or convicted for violation of any federal, state or local law (other than a minor traffic violation)? Owner/President: ☐ Yes ☒ No
- Are you currently or have you ever been licensed or registered in any profession in any federal or state jurisdiction? Owner/President: ☒ Yes ☐ No
- Within the last 10 years, have you or any business entity of which you are or were an officer, principal, or major shareholder received any notice of any final judgments, liens or claims of any kind? (that was not reported on an initial S.C. Contractors application or renewal. Owner/President: ☐ Yes ☒ No
- Have you, as Owner/President, been arrested, charged, indicted or convicted of violating any federal, state, or local law within the last 10 years of the date of this application. (If yes, attach an explanation) Owner/President: ☐ Yes ☒ No

7. AFFIDAVIT OF OWNER/PRESIDENT: See Section 40-11-130 (A)(6) for further clarification. I, the owner/president also affirm that all statements contained herein are true and correct to the best of my knowledge. I further understand that false or incorrect information provided by me may result in the cancellation of or denial of a license issued pursuant to this application and may be subject to civil and criminal proceedings. I agree all information in this application can be verified and investigated. I have read, and I am familiar with the South Carolina Code of Laws Act regulating contracting and hereby agree to abide by such laws.

Sherwood Ray Belanga
Print Name of Owner/President

Signature of Owner/President

Member/owner
Title

5/2/07
Date

Sworn and subscribed before me this 2nd day of May 20 07

Notary Public

My Commission Expires 11-21-08

State of Georgia County of Richmond

(NOTE: MUST BE SIGNED/NOTARIZED OR APPLICATION WILL BE RETURNED.)

Background Information for Owner/President Information
Sherwood Belangia

"Have you or an organization of which you are or were an officer, principal, qualifying party or major shareholder ever been issued a Cease and Desist Order for unauthorized practice?"

Yes.

ADIZ, LLC, which included me (Sherwood Belangia) as a member has received three Cease and Desist Orders, each for alleged violations of our NPDES permits regarding erosion control.

The first Cease and Desist Order was issued on April 28th, 2004 as a result of our failure at Middlebury Townhomes (SC-DHEC Permit # 02-99-05-01A) to prevent mud from bleeding onto public streets. The violation was corrected in a timely manner and no further enforcement action taken.

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"Are you currently or have you ever been licensed in any profession in any federal or state jurisdiction?

Yes.

I (Sherwood Belangia) currently hold the following licenses:

Certified Building Contractor, State of Florida, License #CBC1251553

Residential Builder, State of South Carolina, License #18684

A

8. GENERAL CONTRACTING: Select the Classification(s) and Group Limitation below for which you are applying. See Section 40-11-410 and 40-11-260 of the General and Mechanical Contracting Act of SC for clarification.

Building Classifications:

- ☐ Limited Building Contractors Exam (Construction is limited to three stories in height, except interior work)
- ☒ General Contractors Exam (Unlimited Building)

Specialty Sub-classifications:

- ☐ Boring and Tunneling **
- ☐ Concrete
- ☐ Interior Renovation **
- ☐ Marine
- ☒ Masonry**
- ☐ Pre-Engineered Metal Bldgs
- ☐ Railroad Lines**
- ☐ General Roofing
- ☐ Specialty Roofing
- ☐ Structural Framing
- ☐ Structural Shapes **
- ☐ Swimming Pools
- ☐ Wood Frame Structures
- ☐ Public Utility Electrical
- ☐ Boiler Installation
- ☐ Glass & Glazing

Highway Sub-classifications:

☐ Asphalt Paving ☐ Concrete Paving ☐ Bridges ☐ Incidental ** ☒ Grading

Public Utilities Sub-classifications:

☐ Pipelines ☒ Water and Sewer Lines ☐ Water and Sewer Plants

**A technical examination is not required; however, you must pass (1) the Business Management/Law Exam, (2) the S.C. Code of Laws Take Home Exam, and, (3) show two years of experience in the last five years for each different classification you are requesting. All other classifications require passing a technical exam approved by the Board.

GROUP LIMITATIONS FOR GENERAL CONTRACTORS:

Please check the group limitation for which you are applying.

Self-Prepared Financial Statement			
☐ Group # 1	$ 30,000 limit per contract	- - Net worth requirement	$ 6,000
☐ Group # 2	$100,000 limit per contract	- - Net worth requirement	$ 20,000
Compiled or Reviewed Financial Statement			
☐ Group # 3	$350,000 limit per contract	- - Net worth requirement	$ 70,000
☐ Group # 4	$750,000 limit per contract	- - Net worth requirement	$150,000
Audited Financial Statement			
☒ Group # 5	$ Amount unlimited per contract	- - Net worth requirement	$250,000

---

9. MECHANICAL CONTRACTING: Select the Classification(s) and Group Limitation below for which you are applying. See Section 40-11-410 and 40-11-260 of the General and Mechanical Contracting Act of SC for clarification.

☐ Plumbing ☐ Electrical ☐ Air Conditioning ☐ Refrigeration
☐ Heating ☐ Lightning Protection Systems ☐ Pressure and Process Piping/2P
☐ Packaged Equipment (Limited to 25 tons cooling and 500,000 BTU/HR heating per unit. Heat pumps and split systems are covered under this classification).

GROUP LIMITATIONS FOR MECHANICAL CONTRACTORS:

Please check the group limitation for which you are applying.

Self-Prepared Financial Statement			
☐ Group # 1	$ 17,500 limit per contract	- - Net worth requirement	$ 3,500
☐ Group # 2	$ 30,000 limit per contract	- - Net worth requirement	$ 6,000
Compiled or Reviewed Financial Statement			
☐ Group # 3	$ 50,000 limit per contract	- - Net worth requirement	$ 10,000
☐ Group # 4	$125,000 limit per contract	- - Net worth requirement	$ 25,000
Audited Financial Statement ONLY			
☐ Group # 5	$ Amount unlimited per contract	- - Net worth requirement	$100,000

A

WORK EXPERIENCE AFFIDAVIT

To be completed by every new qualifying party individual, except those that are applying by the following (check one, if applicable):

☐ Exam waiver from a reciprocal state, or the MASC ☐ Reinstating expired license using the same qualifier(s) ☐ A current/previous SC commercial qualifier (within the 4 year time-frame)

10. WORK EXPERIENCE: Within the past 5 years, **you must show 2 years of work experience as a full-time employee** in the classification(s) being requested for licensure. If you cannot submit a record of the required 2 years of experience, you may not register for licensure; contact the Contractors' Licensing Board Administrator (803-896-4613) for consideration of other experience qualification options. **Residential and commercial experiences are accepted, except for the Specialty Roofing, which must be commercial experience only.**

Your "**project dates**" below **must** show a minimum of 2 years work experience within the last 5 years. You may copy this page if necessary. **IF YOU DO NOT DESCRIBE YOUR DUTIES IN DETAIL, YOUR APPLICATION WILL BE RETURNED TO YOU AS "INCOMPLETE".** ***A notarized resume' listing this same information is acceptable.*** *Refer to Section 40-11-230(B)(2) of "An Act to Regulate the Practice of General and Mechanical Contracting in SC, Chapter 11" for further clarification.*

Qualifying Party Name: Sherwood Ray Belangia

Classification(s) requested: General Contractor, Masony, Grading, Water + Sewer Lines

Project Name(s)	Describe your Duties (must be DETAILED)	Project Dates (2 years or more)	Contact Person	Address/Telephone #
	See attached resume.			

I hereby state that I meet the above experience requirements based upon the requirements found in Section 40-11-230 of the 1976 South Carolina Code of Laws Act as amended.

Qualifying Party Signature _____ Title Member/owner Date 5/2/07

Sworn and Subscribed before me this 2nd day of May 2007

Notary Public _____ My Commission Expires 11-21-08

State of Georgia County of Richmond

(Note: Must be signed/notarized or application will be returned.)

Work Experience Resume
for Sherwood Belangia

Per Item #10 of the "General or Mechanical Contractors' License Application", the following is my work history for the past five years. All of the following are either fee-simple townhouse subdivisions or apartment complexes (if so designated).

The contact person for details regarding all of the following information is my Construction Administrator, Kimberly McDonald, who is located at 220 Boy Scout Rd., Augusta, GA, 30909, phone: 706-736-6588.

For a description of duties, in each of the following, I functioned as the general contractor in fact, performing all the tasks associated with that title: supervising engineering and architectural design, obtaining permits, bidding, hiring and supervision of subcontractors, supervision of all site work including grading and underground utilities, supervising purchasing, performing field audits and quality assurance inspections, ordering inspections, ensuring regulatory compliance, and coordinating sales efforts.

PROJECT NAME	LOCATION	START DATE	COMPLETION DATE
West Wheeler V	Augusta, GA	August-06	February-07
The Village II	Florence, SC	July-06	January-07
Parker Place Apartments II	Augusta, GA	June-06	December-06
West Wheeler IV	Augusta, GA	May-06	October-06
Wheeler Lake III	Augusta, GA	March-06	September-06
The Village I	Florence, SC	December-05	August-06
Portofino II	Aiken, SC	January-06	August-06
West Wheeler III	Augusta, GA	November-05	April-06
West Wheeler II	Augusta, GA	July-05	January-06
Wheeler Lake 2-C	Augusta, GA	February-05	December-05
Sanctuary Apartments III	Augusta, GA	March-05	December-05
Portofino I	Aiken, SC	March-05	November-05
Stonington II	Aiken, SC	March-05	August-05
West Wheeler I	Augusta, GA	January-05	July-05
The Abbeys III	Florence, SC	September-04	May-05
Stonington I	Aiken, SC	November-04	April-05

The Abbeys II	Florence, SC	May-04	February-05
Wheeler Lake II	Augusta, GA	June-04	January-05
Bridgeton	Augusta, GA	January-04	August-04
The Abbeys I	Florence, SC	January-04	July-04
Middlebury II	Aiken, SC	February-04	July-04
Middlebury I	Aiken, SC	December-03	April-04
Wheeler Lake I	Augusta, GA	April-03	October-03
Lions Gate II	Augusta, GA	February-03	October-03
Triple Tree II	Aiken, SC	February-03	August-03
Lions Gate I	Augusta, GA	October-02	May-03
Triple Tree I	Aiken, SC	August-02	May-03
Parker Place Apartments	Augusta, GA	June-02	February-03
St. Marks	Augusta, GA	January-02	August-02
Double Tree	Aiken, SC	September-01	May-02

Should you have any questions regarding further details pertinent to this resume, please do not hesitate to call me or my assistant listed above at (706) 736-4748.

I hereby state that I meet the experience requirements based upon the requirements found in Section 40-11-230 of the 1976 South Carolina Code of Laws Act as amended.

Qualifying Party Signature — Title: Member/Owner — Date: 5/2/07

Sworn and Subscribed before me this 2nd day of May 2007

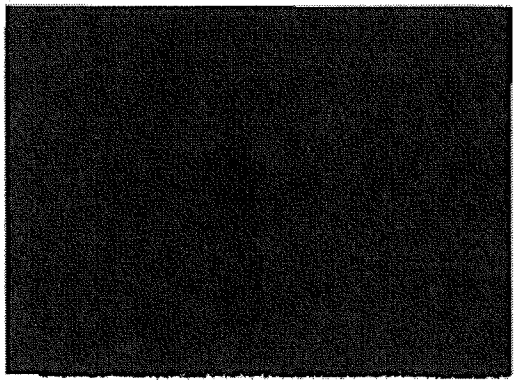
Notary Public — My Commission Expires 11-21-08

State of Georgia — County of Richmond

This report certifies that the candidate listed below has taken a South Carolina licensing examination and achieved the results detailed below.

Candidate I.D.#: [redacted]
Exam Date: 07/16/02
Exam: COMMERCIAL CONTRACTOR

BELANGIA, SHERWOOD
[redacted]
EVANS, GA 30809



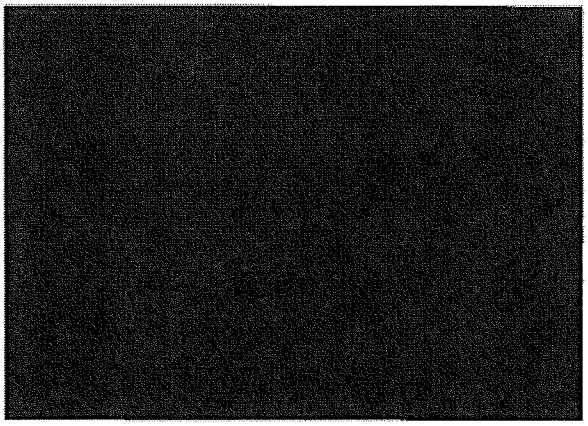
Portion

UNLIMITED BUILDING CONTRA

RESULT ** PASS **

If you need to register for another examination, you may call PSI at 1-800-733-9267 the next business day or later to register with a Visa or Mastercard.

This report certifies that the candidate listed below has taken a South Carolina licensing examination and achieved the results detailed below.



Candidate I.D.#: [redacted]
Exam Date: 07/16/02
Exam: COMMERCIAL CONTRACTOR

BELANGIA, SHERWOOD
[redacted]
EVANS, GA 30809

The following is an analysis of your examination:

Portion	
BUSINESS MGMT AND LAW	
	RESULT ** PASS **

If you need to register for another examination, you may call PSI at 1-800-733-9267 the next business day or later to register with a Visa or Mastercard.

South Carolina Contractors' Licensing Board

Score Report and Qualifying Party Certificate

[redacted]

SHERWOOD BELANGIA
[redacted]
EVANS, GEORGIA 30809
SSN: [redacted]
Exam Date: 08/01/2006
Exam: SC Commercial Contractor

The South Carolina Contractors' Licensing Board is pleased to advise that you have successfully completed the examination for the license classification listed below on 08/01/2006.

WATER AND SEWER LINES

PASS

This exam score is valid for four years from the date you passed the exam. If you do not activate your qualifications within the four year period, you will lose the exam qualifications and be required to re-test.

This passing exam score report serves as the qualifying party certificate for the above individual and permits the individual to become a qualifying party for a properly licensed State of South Carolina general or mechanical contractor who holds a license in the same classification as indicated above.

This exam was delivered by PSI Examination Services.

South Carolina Contractors' Licensing Board

Score Report and Qualifying Party Certificate

[redacted]

SHERWOOD BELANGIA

[redacted]

EVANS, GEORGIA 30809

SSN: [redacted]

Exam Date: 07/21/2006

Exam: SC Commercial Contractor

The South Carolina Contractors' Licensing Board is pleased to advise that you have successfully completed the examination for the license classification listed below on 07/21/2006.

GRADING

PASS

This exam score is valid for four years from the date you passed the exam. If you do not activate your qualifications within the four year period, you will lose the exam qualifications and be required to re-test.

This passing exam score report serves as the qualifying party certificate for the above individual anc permits the individual to become a qualifying party for a properly licensed State of South Carolina general or mechanical contractor who holds a license in the same classification as indicated above.

This exam was delivered by PSI Examination Services.

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ATC CONSTRUCTION, LLC, A Limited Liability Company duly organized under the laws of the State of GEORGIA, and issued a certificate of authority to transact business in South Carolina on April 26th, 2007, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 1st day of May, 2007

Mark Hammond

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

Note: Do not submit this examination until after you have passed the technical and the business management examinations through PSI. If you need technical and/or business management examination registration information, please call (800) 733-9267.

1. All qualifying parties must pass this "take home" examination pertaining to the South Carolina Code of Laws regulating contracting within the State of South Carolina. If you do not have a copy of the laws, you may obtain them by going to our web site.

2. There are 40 questions on this examination. Each question is worth 2.5 points. The passing score is 70% (28 questions correct). The examination must be completed by the **qualifying party applicant taking the exam** without assistance.

3. Please use the enclosed answer sheet to answer the examination questions.

4. Return this take-home examination with the completed license application and all other required documentation listed in the instructions.

5. This examination will be returned if not signed and dated.

5 pass

ATC Construction, LLC
Print Name of Entity to Appear on License

[redacted]
Social Security Number

Sherwood Ray Belangia
Print Name of Qualifier Taking the Examination

6/22/06
Date Examination Completed

I (we) hereby certify that the individual listed above completed the South Carolina Code of Laws examination without any help or assistance and no portion of the examination was copied or reproduced and the statutes pertaining to the examination questions have not been marked or highlighted. I (we) understand any misrepresentation or omission of facts may result in disqualification or denial of licensure.

Signature of Qualifier Taking the Examination

6/22/06
Date Examination Completed

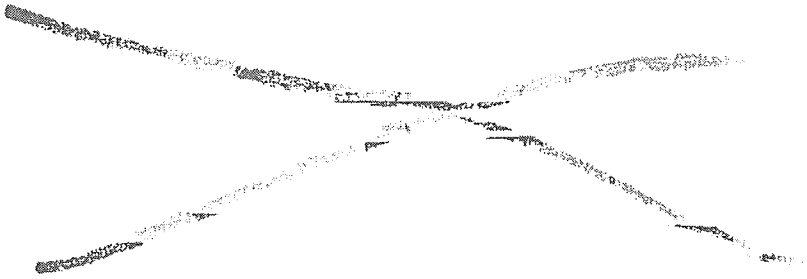
Signature of Company Representative

6/22/06
Date

CHERRY BEKAERT & HOLLAND
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

REPORT OF INDEPENDENT AUDITORS

Members
ATC Construction, LLC
Augusta, Georgia



Cherry, Bekaert & Holland, L.L.P.

Augusta, Georgia
February 13, 2007

ATC CONSTRUCTION, LLC

Balance Sheet

December 31, 2006

Assets

Current assets	
Cash	[redacted]
Total assets	

Liabilities and Members' Equity

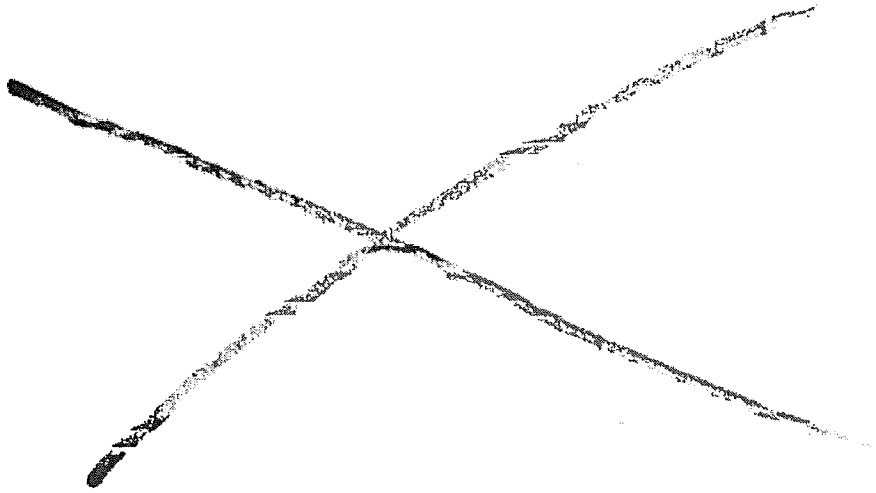
Members' equity	
Total members' equity	
Total liabilities and members' equity	

See notes to the financial statements.

ATC CONSTRUCTION, LLC

Notes to Financial Statement

December 31, 2006



MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING

1009 East Avenue
North Augusta, SC 29841
Phone: (803) 279-7799
Fax: (803) 279-3848
www.MandA-Inc.com

March 31, 2009

Mr. John Poole
S.C.DHEC
Stormwater Permitting Section
2600 Bull Street
Columbia, SC 29201-1708

Re: Hillsborough Townhomes (Aiken, SC) / SCR106587
Engineering Certification Statement

Dear John:

This letter is in conjunction with the final stabilization, completion of construction, and submittal of a Notice of Intent Form for the above referenced project. All construction has ceased on the Hillsborough Townhomes, which is located on Spencer Drive and behind Aiken Mall in the City of Aiken, South Carolina.

I am the original preparer of the Stormwater Pollution Prevention Plan (SWPPP) for this project. Based on my visit to this project site on March 25, 2009, I have confirmed that 100 % of the site is more than 70% stabilized. Therefore, this site can be considered to have reached final stabilization.

During the construction of this townhome subdivision, I visited the site to verify that the construction was in accordance with the approved plans. Based on these inspections, I certify that to the best of my knowledge and belief that all work was conducted and completed in accordance with the approved SWPPP and Construction General Permit (CGP).

If you need any additional information, you may reach me at 803.279.7799.

Sincerely,

Daniel K. Rickabaugh, P.E.
Senior Civil/Site Engineer

PLAINTIFF'S EXHIBIT 666 exhibitsticker.com

ALL-STATE LEGAL® DEFENDANT'S EXHIBIT 16

RECEIPT FOR EXHIBITS

Case No. 2016 - CP -02- 02163
- -02-

Judge: Maddox

Defendant: Napier -v- Ardiz

State/Plf. Atty. Justin Lucey + James Floyd

WD = withdrawn

Def's Atty. David Anderson
James Rubey

Trial Date: 5/23/19

Received of Karen Ambrozack, Court Reporter for the above case, these exhibits:

~~STATE~~ /PLF

#	Description	coc
472	google earth	
476	google earth	
477	google earth	
478	google earth	
479	google earth	
483	certificate	
488	certificate	
491	certificate	
495	certificate	
497	memo	
501	drawing	
505	invoices	
~~506~~	~~check stubs~~ WD	
~~507~~	~~invoices~~ WD	
~~514 & 515~~	~~check stubs~~ WD	
~~539~~	~~progress letter~~ WD	
565	revised plans	
598	soil calculations	
599	"	
600	"	
601	"	
605	invoice	
607	invoices	
~~611~~	~~drainage report~~ WD	
654	grading plans	
668	invoices	
669	drainage reports	
~~670~~	~~check stubs~~ WD	

~~DEFENDANT~~ PLF

#	Description	coc
674	~~drawing~~ WD	
708	whitlock report	
709	scope of report	
722	map	
767	lien waiver	
768	mandy invoices	
788	CSEA response	
795	photos	
821	WDP measurements	
846	SC Code	
847	Benn June '17	
848	Benn June 18	
849	Benn July '17	
850	Benn Jan. '18	
851	Amity Jan. '18	
852	Amity Jan. '18	
853	HB Jan. '17	
854	HB Jan. '18	
855	NH June '17	
856	NH Jan '18	
876	WDP soil test	
~~916~~	~~EMA response~~ WD	
931	photo	
932	photo	
933	photo	
934	photo	
935	photo	
936	site work contract	

~~COURT~~ PIF

#	Description	coc
~~937~~	~~grading plan~~ WD	
938	affidavit	
~~939~~	~~invoice~~ WD	
940	cost estimate	
~~946~~	~~slab measurements~~ WD	
~~943~~	~~mandy timeline~~ WD	
~~944~~	~~mandy timeline~~ WD	
~~945~~	~~combined timeline~~ WD	
~~946~~	~~cost breakdown~~ WD	
~~947~~	~~comparative cost bids~~ WD	
949	Ex C whitlock	
951	Ex C whitlock	
953	photos	
954	photos	
955	photos	
956	photos	
957	photos	
958	photos	
959	photos	
960	photos	
961	photos	
962	photos	
963	WDP creek survey	
~~972~~	~~photos~~ WD	
~~973~~	~~photos~~ WD	
~~974~~	~~photos~~ WD	
~~975~~	~~photo~~ WD	
~~976~~	~~photos~~ WD	

This 29 day of May 2019.

By: CPlaute
exhibit form 1
10/01/07 csw

FILED 5/30 2019
copy ~~court reporter~~
C.C.P. & G.S.
Charla Griffin Plaute
Deputy Clerk

R-3101

RECEIPT FOR EXHIBITS

Case No. 2016 - CR -02- 0263
- -02-

Judge: Maddox

Defendant: Napier - v - Adiz

~~State~~/Plf. Atty. Lacey/Floyd

Def's Atty. Anderson
R. Bay

Trial Date: 5/29/19

Received of Karen Ambrose, Court Reporter for the above case, these exhibits:

~~STATE~~ /PLF			DEFENDANT			COURT		
#	Description	coc	#	Description	coc	#	Description	coc
977	photos		1	Mandy resume				
978	photos		2	Initial Summary				
979	photos		3	contract				
980	photo		4	appraisal				
981	photo		5	appraisal				
987	drawing/sketch		6	appraisal				
991	permits		7	appraisal				
~~992~~	~~photos~~ WD		8	appraisal				
993	New Haven lawsuit		9	appraisal				
~~994~~	~~objection~~ WD		10	~~Contract, 3 sheets~~				
995	Hercules Hydrive		11	LOR application				
997	VonBiberstein		12	ACI 302.1R-96				
~~998~~	~~Napier Binder~~ WD		13	~~ACI 302.1R-96~~				
~~999~~	~~WDR exhibit~~ WD		14	~~ACI 302.1R-96~~				
~~1002~~	~~photos~~ WD		15	photo samples				
			16	Exhibit				
			17	~~WTCB Manual~~				
			18	~~DVD recording~~				
			19	~~Web extra~~				
			20	Pics #1-76				

This 29 day of May 2019.

By: CNPlaugher
exhibit form 1
10/01/07 csw

copy court reporter _____

RECEIPT FOR EXHIBITS

Case No. 2016 - CP -02-0203
- -02-

Judge: [illegible]

Defendant: [illegible]

~~State~~/Plf. Atty. [illegible]

Def's Atty. [illegible]
[illegible]

Trial Date: [illegible]

Received of [illegible], Court Reporter for the above case, these exhibits:

STATE /PLF			DEFENDANT			COURT		
#	Description	coc	#	Description	coc	#	Description	coc
						1	depo Gordon	
						2	designations depo	
						3	PIF exhibit list	
						4	PF bryan/ellis stella	
						5	def designation stella	
						6	depo Whittaker	
						7	supp ltr	
						8	Mundy depo	

This 29 day of May 2019.

By: CMPleasants
exhibit form 1
10/01/07 csw

Page 3 of 3

copy court reporter _____

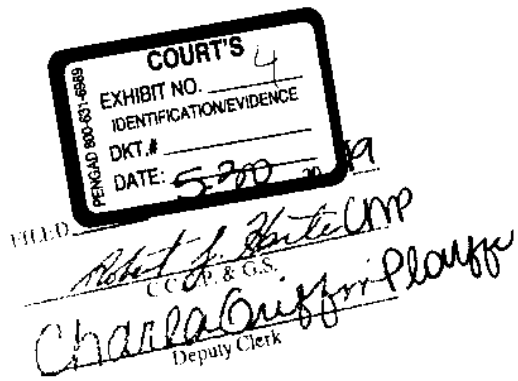
R-3103

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	CASE NO. 2016-CP-02-0263
	)	
ROBIN NAPIER, individually and on behalf of all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**PLAINTIFFS' NOTICE OF THE PUBLICATION OF THE DECEMBER 6, 2017 30(B)(6) DEPOSITION OF HALLUM, LLC**
	)	
MUNDY'S CONSTRUCTION, INC. D/B/A MUNDY CONSTRUCTION, COMPLETE RESIDENTIAL SIDING & INSULATION, INC.	)	
	)	
Defendant.	)	

Plaintiffs hereby designate the following excerpts from the May 18, 2018, Rule 30(b)(6) deposition of Maddox Construction, Inc. to be published for trial:

Page/Line and Exhibits as Noted:

1. Page 10, Lines 6 to 10;
2. Page 12, Lines 2-18;
3. Page 13, Lines 9 to 20;
4. Page 14, Line 18 to Page 15, Line 11;
5. Page 17, Line 14 to Page 18, Line 10;
6. Page 20, Lines 16 to 21;
7. Page 32, Lines 10 to 21;
8. Page 37, Lines 10 to 24;
9. Page 40, Line 8 to Page 41, Line 8;
10. Page 42, Lines 3 to 18;
11. Page 43, Line 3 to Page 44, Line 21;
12. Page 48, Line 15 to Page 49, Line 20;
13. Page 50, Lines 20 to 24;
14. Page 52, Line 10 to Page 53, Line 14; Exhibit 501;
15. Page 59, Line 7 to Page 60, Line 4;
16. Page 61, Line 11 to Page 62, Line 6; Exhibit 565;
17. Page 62, Line 12 to Page 64, Line 21; Exhibit 655;
18. Page 69, Lines 1 to 12;
19. Page 147, Lines 2 to 7;
20. Page 241, Line 20 to Page 242, Line 13;
21. Page 249, Line 19 to Page 252, Line 7; Exhibit 19 and Bates 315-318;



22. Page 253, Line 21 to Page 254, Line 17;
23. Page 267, Line 24 to Page 269, Line 5;
24. Page 272, Lines 2 to 14; Defendant's Exhibit 19;
25. Page 273, Line 17 to Page 274, Line 2; and
26. Page 308, Line 23 to Page 309, Line 4.

Respectfully submitted,

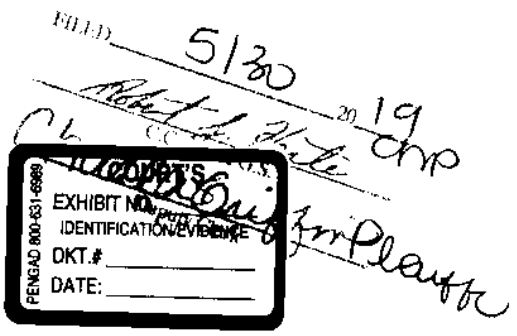
JUSTIN O'TOOLE LUCEY, P.A.

By: _____

Justin Lucey
James L. Floyd, III ("Lee")
415 Mill Street
Post Office Box 806
Mount Pleasant, SC 29465-0806
(843) 849-8400 phone
(843) 849-8406 fax
Attorneys for Plaintiffs

May 27, 2019
Charleston, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF AIKEN ROBIN NAPIER, individually and on behalf of all other similarly situated, Plaintiff, vs. ADIZ, LLC, ATC DEVELOPMENT CORP., ATC DEVELOPMENT, LLC, D/B/A ATC DEVELOPMENT OF FLORIDA, ATC APARTMENT MANAGEMENT, LLC F/K/A ATC DEVELOPMENT CORP. OF FLORIDA, ATC CONSTRUCTION, LLC, HALLUM, LLC, TCA, LLC, JANE DOE 1-10, HOBBS HEATING AND AIR CONDITIONING, INC., A-1 HOBBS, INC., EDWARD F. DINKINS D/B/A EDWARD DINKINS PLUMBING, MADDOX CONSTRUCTION, INC., MABUS CONSTRUCTION COMPANY, INC, BUILDERS SERVICES GROUP, INC. D/B/A DAVIS INSULATION, INC., ROBERT RENEW D/B/A RENEW SIDING, BRUCE DOLFORD D/B/A B&D CEMENT FINISHING, MA MAGDALENA CASIANO BIBIVANO D/B/A MA ROOFING, AARON RIDGDILL, FRANK JOHNSON, WILLIE ROLLAND, KEITH NEWMAN D/B/A NEWMAN COMPANY, RUSSELL DOLFORD CONST, LLC, LNI ROOFING, LNI PHILLIPS ROOFING, LLP D/B/A LNI ROOFING, DENNIS LAGRONE, BEN MCMANUS, MUNDY'S CONSTRUCTION, INC. D/B/A MUNDY CONSTRUCTION, COMPLETE RESIDENTIAL SIDING & INSULATION, INC., MASTERS MIRRORS & SHELVING, INC., CARL NEWMAN, VERNON DAVIS D/B/A DAVIS FLOORING, DAVIS FLOORING, LLC, TONEY DAVIS D/B/A DAVIS FLOORING, SCOTT BALLARD D/B/A SCOTT BALLARD PAINTING, SMB PAINTING,	IN THE COURT OF COMMON PLEAS FOR THE SECOND JUDICIAL CIRCUIT CASE NO.: 2016-CP-02-0263 **DEFENDANT MUNDY'S CONSTRUCTION, INC. D/B/A MUNDY CONSTRUCTION'S REBUTTAL TO PLAINTIFFS' NOTICE OF PUBLICATION OF THE DECEMBER 6, 2017 30(b)(6) DEPOSITION OF HALLUM, LLC**



INC., RONNIE MYERS D/B/A TCB PAINT CONTRACTORS, AND IBP ASSET II, LLC D/B/A COMPLETE RESIDENTIAL SIDING AND INSULATION, AND JOHN DOE 25-50,

Defendants.

Defendant Mundy's Construction, Inc. d/b/a Mundy Construction, ("Mundy Construction"), by and through its counsel responds to Plaintiffs' Notice of Publication regarding the December 6, 2017 30(b)(6) deposition of Hallum, LLC, as follows:

1. Mundy Construction objects, pursuant to Rule 32(a)(5), SCRCP, to the publication of Exhibit 19, which was admitted during the above mentioned deposition, at trial. Exhibit 19 contains invoices that were allegedly issued by Maddox Construction ("Maddox") to ATC Development Corporation ("ATC") for work performed at the Subject Neighborhood. Hal Trotter did not create the invoices identified as Exhibit 19. There is no evidence or testimony that Trotter maintained records for ATC or Hallum, LLC. There is no way of knowing if Maddox Construction submitted more invoices or if the invoices are authentic. As such, there is no foundation for the publication of this Exhibit and it should be excluded.
2. Mundy Construction hereby designates the following excerpts from the December 6, 2017 Rule 30(b)(6) deposition of Hallum, LLC, be published in rebuttal to Plaintiffs' excerpts at trial:
    a. Page 77, Line 24 to Page 79, Line 9. (Supplement Page 79, Lines10 to 17)
    b. Page 134, Line 11 to Page 135, Line 3. (Supplement Page 135 , Lines 4 to 9)
    c. Page 182, Line 17 to Page 183, Line 15.
    d. Page 189, Lines 7 to 17. (Supplement 189, Lines 18 to 24)

c. Page 190, Lines 12 to 20.

f. Page 242, Lines 14 to 18. (Strike line: added to Plaintiff's Designation)

g. Page 246, Lines14 to 16.

/s/ David A. Anderson
David A. Anderson, S.C. Bar No. 11550
James B. Robey, III, S.C. Bar No. 102452
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Post Office Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400
danderson@richardsonplowden.com
jrobey@richardsonplowden.com

ATTORNEYS FOR DEFENDANT MUNDY'S CONSTRUCTION, INC. D/B/A MUNDY CONSTRUCTION

May 27, 2019

Columbia, SC

From: Jennifer Zambriczki
To: Lee Weiland
Subject: Fwd: Napier, et al. v. Adiz, LLC, et al.; Case No. 2016-CP-02-0263 / Plaintiff's Pre-Trial Brief
Date: Wednesday, November 18, 2020 3:36:06 PM
Attachments: image003.jpg

---------- Forwarded message ---------
From: **David Anderson** <DAnderson@richardsonplowden.com>
Date: Sun, May 26, 2019 at 7:42 PM
Subject: Re: Napier, et al. v. Adiz, LLC, et al.; Case No. 2016-CP-02-0263 / Plaintiff's Pre-Trial Brief
To: Justin Lucey <jlucey@lucey-law.com>
Cc: Maddox, J. Cordell <CMaddoxJ@sccourts.org>, James Robey <JRobey@richardsonplowden.com>, Lee Weiland <lweiland@lucey-law.com>, Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>, Maddox, J. Cordell Law Clerk (Anna Kirkland) <cmaddoxlc@sccourts.org>, Lee Floyd <lfloyd@lucey-law.com>, Jennifer Zambriczki <jzambriczki@lucey-law.com>, Carol Howes <CHowes@richardsonplowden.com>, Carla Lindler <CLindler@richardsonplowden.com>, Laura Ivory <LIvory@richardsonplowden.com>, Dabny Lynn <dlynn@lucey-law.com>

Defendants are not objecting to four full days of trial. If we have less than that then we are raising our concerns to the court.

Sent from my iPhone

On May 26, 2019, at 7:11 PM, Justin Lucey <jlucey@lucey-law.com> wrote:

> Judge Maddox:
>
> Plaintiffs are surprised to hear the Defendant objecting to the scheduling of this trial. This trial was scheduled for a four day week, by consent of counsel, months ago in Judge Newman's courtroom. Plaintiffs respectfully submit this late effort at delay is untimely. Plaintiffs are already in Aiken preparing to try this case. If the Defendant is seeking a continuance, Plaintiffs request compensation for the last nine days of day and night preparation and travel and hotel expenses incurred.
>
> Respectfully submitted,
>
> Justin Lucey
>
> Justin Lucey
>
> On Sun, May 26, 2019 at 6:20 PM David Anderson <DAnderson@richardsonplowden.com> wrote:
>
> > Judge Maddox: I have grave concerns that we will be able to complete this matter by that time. I feel that it places the defense at a distinct disadvantage to put our case up in less than a full day. I suspect with the pre-trial matters we will be lucky to have opening statements completed on Tuesday after jury qualifications. I am simply not as confident as Mr. Lucey seems to be at having this completed in a timely fashion with the matters to present to the Court. While the parties have worked to streamline matters, we still have not agreed on significant evidentiary matters. Respectfully, David
>
> HOME VCARD BIO LOCATION
>
> **David A. Anderson**
> Attorney at Law
> danderson@richardsonplowden.com
>
> **Richardson, Plowden & Robinson, P.A.**
> P.O. Drawer 7788
> Columbia, SC 29202
> Tel: 803.576.3702 Fax: 803.779.0016
>
> Mobile: 803.318.8821
> www.RichardsonPlowden.com
>
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>
> **From:** Justin Lucey [mailto:jlucey@lucey-law.com]
> **Sent:** Sunday, May 26, 2019 5:54 PM
> **To:** Maddox, J. Cordell <CMaddoxJ@sccourts.org>
> **Cc:** James Robey <JRobey@RichardsonPlowden.com>; Lee Weiland <lweiland@lucey-law.com>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Maddox, J. Cordell Law Clerk (Anna Kirkland) <cmaddoxlc@sccourts.org>; Lee Floyd <lfloyd@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; David Anderson <DAnderson@RichardsonPlowden.com>; Carol Howes <CHowes@RichardsonPlowden.com>; Carla Lindler <CLindler@RichardsonPlowden.com>; Laura Ivory <LIvory@RichardsonPlowden.com>; Dabny Lynn <dlynn@lucey-law.com>
> **Subject:** Re: Napier, et al. v. Adiz, LLC, et al.; Case No. 2016-CP-02-0263 / Plaintiff's Pre-Trial Brief
>
> Your Honor:
>
> Good Afternoon.
>
> Plaintiff believes this is a three day case, possibly three and a half depending on certain rulings. Plaintiffs put on a more complex case in Charleston two weeks ago against six defendants in two calendar days and one hour, excluding jury selection. Plaintiffs intends to keep its exemplar homeowner testimony brief; these are latent damages beyond the understanding of most homeowners.
>
> There is only one Defendant left. Each side has a single expert. Tomorrow, Plaintiff will be offering to stipulate into evidence the Defendant's appraised value of the homes - the subject matter of the Defendant's single expert (the theory presumably being that you would not spend more on repairs then the value). Plaintiffs are not stipulating as to the appraised values, only as to their existence and admissibility; however, if Defendant does not put up its appraisal witness, Plaintiffs do not intend to contest or make an issue out of the appraised values.
>
> Plaintiffs are moving in liminie tomorrow as to the admissibility of certain exhibits which Defendant is trying to block. The authenticity is unquestionable. If Defendant's objections are sustained it will require the Plaintiff to call two additional, otherwise unnecessary witnesses to get these exhibits admitted. Even still, there is no reason this case can't go to the jury by Friday morning. Defendant has named only five fact witnesses; Plaintiffs believe half of these to be minor.
>
> Plaintiffs counsel have already relocated to Aiken to prepare for the trial to move quickly. Plaintiffs hope that this case can go forward as scheduled.
>
> Respectfully submitted,
>
> Justin Lucey
>
> On Sun, May 26, 2019 at 5:30 PM Maddox, J. Cordell <CMaddoxJ@sccourts.org> wrote:
>
> > So everyone is certain this case can be finished by Friday even with court ending at 3 on the 29th? I have to come back to Anderson that afternoon.
> > JCMJr
> >
> > Sent from my iPhone
> >
> > On May 26, 2019, at 5:15 PM, James Robey <JRobey@richardsonplowden.com<mailto:JRobey@richardsonplowden.com>> wrote:
> >
> > *** EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***
> > Judge Maddox and Attorney Lucey,
> >
> > Attached is Defendant's Rebuttal to Plaintiffs' Notice of Publication of the Maddox Deposition.
> >
> > Thanks,
> >
> > James Robey
> >
> > From: Justin Lucey [mailto:jlucey@lucey-law.com]
> > Sent: Saturday, May 25, 2019 9:22 PM
> > To: Lee Weiland
> > Cc: cmaddoxsc@sccourts.org<mailto:cmaddoxsc@sccourts.org>; cmaddoxj@sccourts.org<mailto:cmaddoxj@sccourts.org>; Maddox, J. Cordell Law Clerk (Jescelyn S. Tillman); Lee Floyd; Jennifer Zambriczki; James Robey; David Anderson; Carol Howes; Carla Lindler; Laura Ivory; Dabny Lynn
> > Subject: Re: Napier, et al. v. Adiz, LLC, et al.; Case No. 2016-CP-02-0263 / Plaintiff's Pre-Trial Brief
> >
> > Judge Maddox & Attorney David Anderson,
> >
> > Good evening.
> >
> > In compliance with SCRCP, Plaintiffs are hereby giving in excess of 24 hour notice of the intended publication of Maddox Construction testimony set forth in the attached. Plaintiffs would appreciate receiving any objections or counter designations by mid day Monday, May 27, so that a smooth and quick publication can occur on Tuesday afternoon, May 28.
> >
> > I hope everyone is enjoying their weekend and the warm weather.

> Respectfully submitted,
>
> Justin Lucey
>
> On Fri, May 24, 2019 at 2:08 PM Lee Weiland <lweiland@lucey-law.com<mailto:lweiland@lucey-law.com>> wrote:
> Dear Judge Maddox,
>
> Ahead of with the date-certain trial scheduled for Tuesday in the above-referenced matter, please find attached Plaintiff's Pre-Trial Brief, Witness List, Trial Exhibit List, and Jury Charges.
>
> Per my conversation with your law clerk, we will provide you with a hard copy of our exhibits Tuesday morning.
>
> If you need anything further, please do not hesitate to contact me.
>
> Thank you and we look forward to seeing you next you.
>
> Sincerely,
> Lee
>
> Lee Weiland
> Remote Paralegal
> Justin O'Toole Lucey, P.A.
> 415 Mill Street
> Mount Pleasant, SC 29464
> Office: (843) 849-8400
> Direct: (912) 228-8427
> www.lucey-law.com<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.lucey-2Dlaw.com&d=DwMGaQ&c=YGvVmrQQ6VQOFx3Z93C9uQ&r=6jm5nzGcSWUAAD8Xqgh3zm01O0cXRIJS9uqN5S0Ijm4&m=hbtpNIg6hdd7MqiFlqmKYMWnpoBe8T6HcIw0e9yoGxA&s=mu6vMwXLg3TGn3MKOfx_sZbqewnM7CT0sQeaZib6qeI&e=>
>
> <Mundy's Rebuttal to Maddox Depo Pub.pdf>
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--
Jennifer C. Zambriczki
Office Manager
JUSTIN O'TOOLE LUCEY, PA
Cell: 843-813-7441

From:	Justin Lucey
To:	Maddox, J. Cordell
Cc:	Lee Weiland; David Anderson; James Robey; Maddox, J. Cordell Secretary (Cynthia Hicks); Maddox, J. Cordell Law Clerk (Anna Kirkland); Lee Floyd; Jennifer Zambriczki; Carol Howes; Carla Lindler; Laura Ivory; Dabny Lynn
Subject:	Re: Napier, et al. v. Adiz, LLC, et al.; Case No. 2016-CP-02-0263 / Plaintiff"s Notice of the Publication of the 12/6/17 Deposition of Hallum, LLC
Date:	Monday, May 27, 2019 4:29:31 PM

Plaintiff consents to non-jury.

Justin Lucey

> On May 27, 2019, at 4:13 PM, Maddox, J. Cordell <CMaddoxJ@sccourts.org> wrote:
>
> I'm sorry my email yesterday created a problem. I will regret offering but if time is a real concern I'm willing to handle the matter non jury. No pressure at all. Just offering. I'll see everyone tomorrow morning
>
> JCMJr
>
>
>
> On May 27, 2019, at 12:11 PM, Lee Weiland <lweiland@lucey-law.com<mailto:lweiland@lucey-law.com>> wrote:
>
>
> *** EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***
>
> Good afternoon,
>
>
>
> Please find attached Plaintiff's Notice of the Publication of the December 6, 2017, 30(B)(6) Deposition of Hallum, LLC.
>
>
>
> If you have any questions, please contact me.
>
>
>
> Thank you,
>
> Lee
>
>
>
> Lee Weiland
>
> Remote Paralegal
>
> Justin O'Toole Lucey, P.A.
>
> 415 Mill Street
>
> Mount Pleasant, SC 29464
>
> Office: (843) 849-8400
>
> Direct: (912) 228-8427
>
> www.lucey-law.com<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.lucey-2Dlaw.com&d=DwMFaQ&c=YGvVmrQQ6VQOFx3Z93C9uQ&r=6jm5nzGcSWUAAD8Xqgh3zm01O0cXRIJS9uqN5S0Ijm4&m=HDO-Uo6hApxlgR8fheh9iTa-97WOQJOehiFx6OoWSfI&s=oa7lowvEl-EbMk-Lga8KsiCXnMbQl-SUOThSRrKAl_U&e=>
>
> <20190527 Hallum LLC (Trotter) Designations.pdf>
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received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

From:	David Anderson
To:	Maddox, J. Cordell
Cc:	Justin Lucey; James Robey; Maddox, J. Cordell Secretary (Cynthia Hicks); Maddox, J. Cordell Law Clerk (Anna Kirkland); Lee Floyd; Jennifer Zambriczki; Carol Howes; Carla Lindler; Laura Ivory; Dabny Lynn; Lee Weiland
Subject:	RE: Napier, et al. v. Adiz, LLC, et al.; Case No. 2016-CP-02-0263 / Plaintiff"s Notice of the Publication of the 12/6/17 Deposition of Hallum, LLC
Date:	Monday, May 27, 2019 4:29:24 PM
Importance:	High

Judge Maddox: I have spoken with my clients and we would accept your offer to have this go forward as a non-jury trial. We have deep concerns that with the potential witnesses and issues to present that the shortened week will not allow sufficient time to present our defense and thus prejudice the Defendant. We look forward to discussing this with you tomorrow morning. Respectfully, David

HOME
VCARD
BIO
LOCATION

David A. Anderson
Attorney at Law
danderson@richardsonplowden.com

Richardson, Plowden & Robinson, P.A.
P.O. Drawer 7788
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-----Original Message-----
From: Maddox, J. Cordell [mailto:CMaddoxJ@sccourts.org]
Sent: Monday, May 27, 2019 4:13 PM
To: Lee Weiland <lweiland@lucey-law.com>
Cc: Justin Lucey <jlucey@lucey-law.com>; David Anderson <DAnderson@RichardsonPlowden.com>; James Robey <JRobey@RichardsonPlowden.com>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Maddox, J. Cordell Law Clerk (Anna Kirkland) <cmaddoxlc@sccourts.org>; Lee Floyd <lfloyd@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Carol Howes <CHowes@RichardsonPlowden.com>; Carla Lindler <CLindler@RichardsonPlowden.com>; Laura Ivory <LIvory@RichardsonPlowden.com>; Dabny Lynn <dlynn@lucey-law.com>
Subject: Re: Napier, et al. v. Adiz, LLC, et al.; Case No. 2016-CP-02-0263 / Plaintiff's Notice of the Publication of the 12/6/17 Deposition of Hallum, LLC

I'm sorry my email yesterday created a problem. I will regret offering but if time is a real concern I'm willing to handle the matter non jury. No pressure at all. Just offering. I'll see everyone tomorrow morning

JCMJr

On May 27, 2019, at 12:11 PM, Lee Weiland <lweiland@lucey-law.com<mailto:lweiland@lucey-law.com>> wrote:

*** EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Good afternoon,

Please find attached Plaintiff's Notice of the Publication of the December 6, 2017, 30(B)(6) Deposition of Hallum, LLC.

If you have any questions, please contact me.

Thank you,

Lee

Lee Weiland

Remote Paralegal

Justin O'Toole Lucey, P.A.

415 Mill Street

Mount Pleasant, SC 29464

Office: (843) 849-8400

Direct: (912) 228-8427

www.lucey-law.com<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.lucey-2Dlaw.com&d=DwMFaQ&c=YGvVmrQQ6VQOFx3Z93C9uQ&r=6jm5nzGcSWUAAD8Xqgh3zm01O0cXRIJS9uqN5S0Ijm4&m=HDO-Uo6hApxlgR8fheh9iTa-97WOQJOehiFx6OoWSfI&s=oa7lowvEl-EbMk-Lga8KsiCXnMbQl-SUOThSRrKAl_U&e=>

<20190527 Hallum LLC (Trotter) Designations.pdf> ~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	CASE NO. 2016-CP-02-0263
	)	
ROBIN NAPIER, individually and on behalf of all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**FINAL ORDER AND JUDGMENT**
	)	
MUNDY'S CONSTRUCTION, INC. D/B/A MUNDY CONSTRUCTION,	)	
	)	
Defendant.	)	

This matter came before me for the trial of the Plaintiff class's claims against Defendant Mundy's Construction, Inc. d/b/a Mundy Construction (hereinafter "Defendant"). Plaintiff and Defendant both waived their rights to a jury trial. Following various previously approved partial class action settlements, all that remained for trial were the Plaintiff class's claims for negligence/gross negligence and breach of warranty against Defendant. The bench trial took place on May 28 and 29, 2019. The Court's Memorandum of Decision and Judgment is below.

This is a certified class action in which the class asserts construction defects in eighty-six (86) homes in Aiken County constructed on four streets located off of Spencer Drive. The four streets on which the class homes are located are known as New Haven Lane, Amity Lane, Bennington Lane, and Hillsborough Lane. These four streets and the houses hereon have been referred to in this litigation as "Spencer Drive Extension" or the "Class Homes."

Plaintiff called seven witnesses. The live witnesses included Plaintiff's geotechnical expert, Dr. Rhett Whitlock, who was certified as an expert by stipulation and by the Court's certification, and four homeowners. Plaintiff additionally published from the deposition testimony of the original developer/contractor's site superintendent, Hal Trotter, and the previously settled, second site work subcontractor, Maddox Construction (hereinafter "Maddox").

Defendant proffered the testimony of its company founder ("Tony Mundy, Sr."). Defendant also submitted one or more short fact stipulations, including one as to the market value of the Plaintiff's residences. Defendant did not proffer a geotechnical expert or a repair/damage expert.

Both parties submitted post trial position statements. Additionally, Plaintiff procured and submitted transcripts of the testimony of each party's principal witness, Dr. Whitlock and Mundy, Sr.

FINDINGS OF FACT

Based upon the evidence and the testimony adduced at trial, the Court makes the following findings of fact:

1) Plaintiff brought suit for cracking and differential movement taking place in the concrete foundations ("slabs") upon which their homes were built. Plaintiff showed that "differential" movement occurs when portions of an otherwise fixed, approximately four-inch-thick concrete slab foundation (thicker at the edges/footings) moves in different directions causing cracking. Plaintiff showed that the concrete slabs were faulting downward (sinking) at different rates due to inadequate soil support, and this movement was causing cracking in the concrete slabs as one side of the slab subsided quicker than the other.

2) Defendant was a subcontractor that performed building site-earth-preparation work ("site work") throughout the neighborhoods in the class.

3) Defendant was one of two site work subcontractors that performed the site work at the Class Homes. Both parties utilized Defendant's and Maddox's invoices to document the different scopes of work in which each site work subcontractor had engaged.

4) Plaintiff's expert, Dr. A. Rhett Whitlock, testified that the invoices and job records reflected that Defendant was paid $278,186.36 for its site work. This amounted to sixty-three percent (63%) of the total amount that the General Contractor paid for the site work across the Class Homes. Even if invoices for hauling and fuel were removed, the percentage did not materially change. Additionally, Maddox had a motor grader for street preparation work and Defendant did not. To the extent Maddox performed the preparation of the subgrade for the streets, Defendant's proportionate share of building pad-site preparation (clearing, grubbing, cut, fill, spread, compaction, and pad grading) increased.[1]

[1] The published Maddox Construction testimony evidenced that much of the Maddox work related to non-building pad work (streets, retaining walls, and utilities).

5) Mundy, Sr. conceded performing compaction on all building pads, i.e., compacting the dirt under the specific location for the slab foundations for the eighty-six Class Homes. There was no evidence of any other person or entity performing the compaction at the Class Homes.

6) Defendant employed untrained day laborers to operate its compactor.

7) The plans provided the following specification for compaction:

> "ALL FILL SHALL BE PLACED IN 6 [INCH] LAYERS AND COMPACTED TO 98% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE." [2]

8) Additionally, Dr. Whitlock testified that the building code provided the following requirements for fill generally and for fill at footers:

> Section 403.1 of the applicable building code mandates that "[f]ootings shall be supported on undisturbed natural soils or engineered fill."

9) Defendant was aware that the lifts were not being tested as they were installed. Tony Mundy, Sr. testified that they relied upon the tire tracks of the compactor to determine suitability. Mundy, Sr. conceded that he only "eyeballed" whether the subgrade soils were compacted.

10) Dr. Whitlock testified that the foregoing practice is neither acceptable nor in compliance with the compaction specifications set forth in the plans.

11) Proof rolling with a dump truck, even if it occurred, is not an adequate indicator of compaction density and is not in compliance with the plans, which clearly required compaction testing.

12) While compaction testing was performed on the final elevation of the subgrade on several lots, this testing 1) does not indicate the compaction of any of the subgrade (house support) below the top twelve (12) inches of soil at the surface; and 2) this surface testing evidences that the Defendant was aware that the lifts (layers) themselves were not being tested. (A "lift" is each layer of soil place upon the lot, in this case, pursuant to the plans, a six-inch layer of soil.)

13) Dr. Whitlock testified that the class members' foundations are faulting (cracking and differential subsidence) due to inadequate support by the soils below, which is caused by inadequate compaction of the soils during site preparation.

14) Dr. Whitlock testified extensively about the crack and subsidence photographs and differential measurement surveys entered into evidence, documenting the faulting foundations.

15) An exemplar survey of Dr. Whitlock's crack and faulting photographic documentation was entered as Exhibit 963.

[2] Pl's. Ex. 949 (enlargement of typical site plan notes).

16) Dr. Whitlock further collaborated his findings with the movement of stoops, patios, and other hardscapes and water line breaks, and movement of interior components, e.g., door frames becoming out of square. See Ex. 963.

17) Dr. Whitlock additionally testified that Defendant's use of day laborers to operate the compactor was "irresponsible."

18) The foundations of the homes throughout the class have experienced substantial differential settlement due to the improper preparation of the subgrade.

19) The differential settlement has caused large cracks (horizontal and vertical) in the foundations throughout the Class Homes.

20) Dr. Whitlock's laser level measurements were performed in a large sampling of the Class Homes, i.e., thirty-one (31) of the eighty-six (86) homes (circa 36%). These laser measurements were entered as part of several exhibits, including Exhs. 708 and 821.

21) The measurements of the differential deflection indicated that the slabs were generally deflecting under the front and rear, load bearing walls. This was consistent with the side slab cracks generally being wider at the top and the presence of differential settlement.

22) The differential settlement and resulting damages were due to Defendant's disregard for the requirements applicable to its work and lack of quality control.

23) The homes require substantial repairs to fix both the cracks in the foundations and protect against further settlement.

24) Dr. Whitlock calculated the necessary repairs will cost the class $8,470,438.47.[3] This was the only cost of repair estimate offered at trial or otherwise in evidence.

25) Dr. Whitlock's repair protocol attempted to mitigate Plaintiff's damages by leaving in place/reusing the perimeter of the slabs (which were thickened to form a turned-down footing) and the perimeter building walls supporting the structure, while removing the interiors of the concrete slabs to install additional interior supports for the reinstalled concrete slab. Ex. 709, para 1(c).

26) Defendant did not offer a single witness (expert or layperson) to contradict Dr. Whitlock's defective compaction, defective site prep, quality control, causation, differential settlement, repair protocol, or repair cost opinions.

27) Dr. Whitlock was knowledgeable, believable, and persuasive.

28) Defendant failed to call its only licensed, grading employee/owner as a witness, Tony Mundy, Jr.

[3] Ex. 940. This repair estimate excludes the cost to repair the vertical construction defects that were previously also part of this case.

29) Mundy, Jr. obtained his South Carolina Commercial Contractor's license, including a specialization in grading work, during these projects. In fact, several of these projects were listed on his application for grading and compaction experience.

30) Dr. Whitlock testified that Mundy, Jr. would have had to know how to properly compact residential building sites such as the Class Homes to pass his exam.

31) Mundy, Sr. was shown to have misstated facts numerous times in his trial testimony, including his response to the Court's question as to whether he knew of the ninety-eight percent (98%) compaction standard during construction. Further, his attempt to retract his prior "day laborer" deposition testimony (that he used day laborers and did not know their identity or qualifications) was not collaborated and was ineffective.

32) Mundy, Sr. was not sure if anyone employed by Defendant was qualified to determine if compaction was properly performed. Mundy, Sr. did not know if the General Contractor was qualified to inspect compaction.

33) The site superintendent, Hal Trotter, admitted he was not qualified to answer grading and compacting questions and testified numerous times that he relied on the site work subcontractors for proper compaction and to make sure their work met the requirements of the building code, construction documents (plans), and industry standards.[4]

34) Defendant conceded that he was aware that earth movement and preparation required a building permit, that the building code required that a copy of the permitted plans be kept on site, that he was aware that the building code required that the work be performed in compliance with the permitted plans, but further conceded that he failed to review site plans in the four (4) years the work took place on the Class Homes.

35) As testified by Dr. Whitlock, the Defendant's failure to conform to the permitted building plans constituted an additional violation of the applicable building codes.[5]

36) Defendant's grossly negligent conduct has damaged the homeowners throughout the class and caused the need for extensive repairs. Dr. Whitlock's testimony was the only measure of damages presented at trial.

CONCLUSIONS OF LAW

In light of the foregoing findings of fact and its review of the applicable law, the Court has also reached the following conclusions of law:

[4] At trial, Plaintiff published the following portions of the Rule 30(b)(6) deposition testimony of the Hallum, LLC, evidencing the developer/general contractor's reliance on the site preparation subcontractors: 20:16-21; 53:12-14; 61:25-62:6; 63:6-13; 267:24-268:8.

[5] Dr. Whitlock testified that the work spanned two versions of the International Residential Building Code, but that there was no material difference in the two versions as it applied to the subject matter of this suit.

1) Defendant had a duty to follow the building code, make sure its work met the applicable requirements in the plans, and ensure its work was performed properly. Kennedy v. Columbia Lumber & Mfg. Co., 299 S.C. 335, 346, 384 S.E.2d 730, 737 (1989).

2) Defendant's failure to use engineered fill and its violation of the plans both constituted building code violations on each and every building pad; and, together with the irresponsible use of untrained labor on the compactor, constituted gross negligence. Marietta Garage, Inc. v. S.C. Dep't of Pub. Safety, 337 S.C. 133, 139-40, 522 S.E.2d 605, 609 (Ct. App. 1999) ("South Carolina courts define gross negligence as intentional, conscious failure to do something which one ought to do or doing of something one ought not to do; a relative term which means absence of care that is necessary under the circumstances; failure to exercise slight degree of care; and where a person is so indifferent to consequences of his conduct as not to give slight care to what he is doing." (citing Staubes v. City of Folly Beach, 331 S.C. 192, 204-05, 500 S.E.2d 160, 167 (Ct. App. 1998)); Solanki v. Wal-Mart Store No. 2806, 410 S.C. 229, 237, 763 S.E.2d 615, 619 (Ct. App. 2014) ("If a person of ordinary reason and prudence would have been conscious of the probability of resulting injury, the law says the person is reckless or willful and wanton, all of which have the same meaning—the conscious failure to exercise due care.").

3) Defendant's failures were in conscious disregard of his obligation to act with due care in its work, as 1) Defendant had an undisputed obligation to conform to the plans and the building code, and ignored both; 2) Mundy, Jr. studied for his Contractor's license with a grading specialty during construction of the second neighborhood and procured his license during the construction of the third neighborhood, which should have educated or reeducated him as to his obligations; 3) Mundy, Sr. testified that he failed to look at the plans and was unaware of the compaction requirement contained therein and 4) the other evidence of malfeasance and non-feasance adduced at trial. Bass v. S.C. Dep't of Soc. Servs., 414 S.C. 558, 571, 780 S.E.2d 252, 259 (2015) ('"Gross negligence has also been defined as a relative term, and means the absence of care that is necessary under the circumstances."' (quoting Etheredge v. Richland Sch. Dist. One, 341 S.C. 307, 310, 534 S.E.2d 275, 277 (2000)).

4) Defendant's gross negligence renders the statute of repose inapplicable to all claims and all Class Homes. S.C. Code § 15–3–670(A) ("The limitations provided by Sections 15-3-640 through 15-3-660 are not available as a defense to a person guilty of fraud, gross negligence, or recklessness in … construction of … in connection with such an improvement. . .") (emphasis added).

5) Even if the improper site work was caused in part or contributed to by the work of the previously settling site work subcontractor, that would not relieve Defendant of liability for Plaintiff's ensuing damages. Culbertson v. Johnson Motor Lines, Inc., 226 S.C. 13, 23, 83 S.E.2d 338, 343 (1954) ("Where several causes producing an injury are concurrent and each is an efficient cause without which the injury would not have happened, the injury may be attributed to all or any of the causes, and recovery may be had against either or all of the responsible persons, although one of them was more culpable and the duty owed by them to the injured person was not the same"); Zorn v. Crawford, 252 S.C. 127, 132, 165 S.E.2d 640, 643 (1969) ("[N]egligence or recklessness, to render a person liable, need not be the sole cause of an injury. It is sufficient to show that it is a proximate concurring cause.") (quoting Shearer v. DeShon, 240 S.C. 472, 477, 126 S.E.2d 514, 516 (1962) (internal quotations omitted)).

6) The Court's finding of gross negligence supports an award of punitive damages. See Kennedy, 299 S.C. at 346, 384 S.E.2d at 737 ("Where the builder's actions are grossly negligent, of course, punitive damages may be sought."); Berberich v. Jack, 392 S.C. 278, 291, 709 S.E.2d 607, 614 (2011) ("[W]here the defendant's conduct was found to be reckless, willful, or wanton, the plaintiff has been additionally deemed entitled to punitive damages for this heightened level of misconduct.").

7) Given this Court's finding of gross and reckless conduct on the part of Defendant, this Court has a *duty to award punitive damages* under South Carolina law. Adams v. Hunter, 343 F. Supp. 1284, 1291 (D.S.C. 1972), aff'd, 471 F.2d 648 (4th Cir. 1973) ("'[T]he Supreme Court of the State of South Carolina has held in a number of cases, that where a defendant is found to be guilty of recklessness, that is, the reckless disregard of the safety of others, that a jury, or court, has the duty to impose punitive damages as well as actual damages." (emphasis added)(citations omitted)); See also Clark v. Cantrell, 339 S.C. 369, 378-79, 529 S.E.2d 528, 533 (2000) ("The purposes of punitive damages are to punish the wrongdoer and deter the wrongdoer and others from engaging in similar reckless, willful, wanton, or malicious conduct in the future." (internal citations omitted)).

DAMAGES

1) The repair of the class residences will cost $8,470,438.47.

2) The one-million-dollar punitive damage award sought by Plaintiff is reasonable and appropriate.

3) Therefore, the total award before set off or reduction is $9,470,438.47.

4) The award to Plaintiff should be reduced by the following previously recovered amounts: $335,000.00 paid by one of Defendant's insurance carriers;[6] $190,000.00 paid by the concrete subcontractors;[7] $750,000.00 paid by Maddox Construction; and one-half (1/2) of the $1,100,000.00 paid by the General Contractor/Developer for both horizontal and vertical damages, *i.e.*, $550,000.00, for a total reduction of $1,825,000.00.

5) Therefore, the Court awards Plaintiff her net actual and punitive damages in the amount of $7,645,438.47.

[6] As communicated by the parties in their pre-trial briefs, one of Defendant's two insurance carriers paid $335,000.00 on the eve of trial, and in consideration thereof, Plaintiff granted Defendant a covenant that it would not execute upon Defendant's assets, except remaining insurance coverage.

[7] There was some dispute as to whether the concrete subcontractors may have contributed to the problem; but both parties conceded this set off.

CONCLUSION

This Court enters Judgment against Defendant Mundy Construction for its negligence and gross negligence in preparing the building pads for the Class Homes in the amount of $7,645,438.47.

IT IS SO ORDERED.

_____
The Honorable J. Cordell Maddox, Jr.
Presiding Judge for the Second Judicial Circuit

_____, 2019

From: "Maddox, J. Cordell Law Clerk (David Thompson)" <cmaddoxlc@sccourts.org>
Date: November 20, 2019 at 11:42:10 AM EST
To: David Anderson <danderson@richardsonplowden.com>, Carla Lindler <CLindler@richardsonplowden.com>, "Maddox, J. Cordell" <CMaddoxJ@sccourts.org>, "Maddox, J. Cordell Secretary (Cynthia Hicks)" <cmaddoxsc@sccourts.org>
Cc: Justin Lucey <jlucey@lucey-law.com>, Jennifer Zambriczki <jzambriczkI@lucey-law.com>, Collin Fuller <cfuller@lucey-law.com>, James Robey <JRobey@richardsonplowden.com>, Lee Weiland <lweiland@lucey-law.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

Good Afternoon,

Judge Maddox would like to know what the internal mechanism is for allocating any damages awarded to each individual homeowner in the class. He is getting close to a final decision, but wants to be sure that any actual damages awarded do not exceed the value of any individual homeowners property. To that end, any information on how funds will be distributed would be helpful.

Thank you for your patience,

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

From: David Anderson <DAnderson@RichardsonPlowden.com>
Sent: Monday, October 14, 2019 11:43 AM
To: Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>; Carla Lindler <CLindler@RichardsonPlowden.com>; Maddox, J. Cordell

<CMaddoxJ@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>
Cc: Justin Lucey <jlucey@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; James Robey <JRobey@RichardsonPlowden.com>; Lee Weiland <lweiland@lucey-law.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Thank you for the update. Regards, David

HOME VCARD BIO LOCATION

David A. Anderson
Attorney at Law
danderson@richardsonplowden.com

Richardson, Plowden & Robinson, P.A.
P.O. Drawer 7788
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From: Maddox, J. Cordell Law Clerk (David Thompson) [mailto:cmaddoxlc@sccourts.org]
Sent: Monday, October 14, 2019 11:35 AM
To: Carla Lindler <CLindler@RichardsonPlowden.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>
Cc: Justin Lucey <jlucey@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; David Anderson <DAnderson@RichardsonPlowden.com>; James Robey <JRobey@RichardsonPlowden.com>; Lee Weiland <lweiland@lucey-law.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

Good Morning,

Judge Maddox wanted me to send this email to express his sincerest apologies for the length of time this matter has taken to resolve. He thanks you for your patience as he has been holding court out of his home office for the last month and had surgery last

week.

To give you an update going further, Judge Maddox is going to the arctic on a two week vacation at the end of this week. With that being said, he will have a decision by or before November 14th at which point we will request an order from the appropriate party.

Again, we thank you for your patience in this complex matter—

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

From: Carla Lindler <CLindler@RichardsonPlowden.com>
Sent: Wednesday, October 9, 2019 2:16 PM
To: Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>
Cc: Justin Lucey <jlucey@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; David Anderson <DAnderson@RichardsonPlowden.com>; James Robey <JRobey@RichardsonPlowden.com>; Lee Weiland <lweiland@lucey-law.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

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Judge Maddox,

Please see attached correspondence from David Anderson regarding the above-referenced matter. Please let me know if you have difficulties opening the attachment.

Regards,
Carla

HOME VCARD LOCATION

RICHARDSON PLOWDEN ATTORNEYS AT LAW

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Legal Assistant to David A. Anderson, James B. Robey, III and Jasmine D. Wyman
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JUSTIN O'TOOLE LUCEY, PA

Attorneys at Law

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Anna S. McCann
Lauren M. Milton
Sohayla R. Townes
Collin H. Fuller

November 26, 2019

Via Email and U.S. Mail:
The Honorable J. Cordell Maddox, Jr.
P.O. Box 8002
Anderson, SC 29622
cmaddoxj@sccourts.org

Re: *R. Napier, individually and on behalf of all other similarly situated v. Mundy Construction*
C/A No.: 2016-CP-02-00263

Plaintiff's November 2019 Supplemental Response to the Court's Inquiry

Dear Judge Maddox:

On November 20, 2019, the Court indicated that it did not intend to award repair damages in excess of the value of Plaintiffs' houses and inquired as to the methodology of the prior settlement distributions to class members.

Plaintiffs' counsel has already forwarded courtesy copies of the prior two class disbursement orders in this matter, with an undertaking to submit a spreadsheet to the Court itemizing how per unit distributions have been addressed and how future distributions will be addressed.

This case and the predecessor neighboring class actions have always contained a tiered repair cost and compensation. As previously documented, because of various construction factors, mostly quantitative factors, basic end units have always been estimated to cost more than interior units to repair. End units with car ports (or the rare garage) have been estimated to cost more than base end units to repair.

Distribution proposals to and approved by the Court in this and prior actions have always followed a similar methodology, where base end units are compensated at 4 to 8% more than the interior units, car port end units at 4 to 8% above that. All current recoveries have been subject to an attorney fee of 35%, and expenses have typically added an additional 8 to 9% deduction from the gross recovery.

Turning to the specific current questions, the tiered class member payouts for the first round of Court settlement approval was expressly set forth for each residence type in Judge Keesley's Order dated September 28, 2018:

> (86) class members in the following amounts: $14,762.00 per end unit with carport; $14,215.00 per end unit without carport; and $13,668.00 per interior unit. End units with carports will receive approximately eight percent (8%) more than interior units, as these units have additional siding and the highest amount of wall openings; and end units without carports will receive approximately four percent (4%) more than interior units, as these units have additional siding and the second highest amount of wall openings.

The Second Order by Judge Lee dated March 28, 2019, authorized Plaintiffs' counsel to distribute in accordance with the prior general allocation concepts and resulted in the distribution amounts in the middle column further below:

> 3. The Court finds that if Plaintiffs' counsel determines that the Mundy resolution does not affect the distribution of the other horizontal site work recovery, Plaintiffs may distribute the net proceeds of the additional class action settlements to class members using the same ratios this Court previously approved for distributing the prior partial class action settlements in its Order dated September 28, 2018. Plaintiffs do not need to seek additional Court approval to move forward with such distributions when Plaintiffs' Counsel determines the distribution of such proceeds is appropriate.

The total of prior residence distributions per type in this case is in the third column below:

	1st Distribution	2nd Distribution	Combined
Interior	$13,668.86	$9,358.27	$23,027
End – Basic	$14,215.31	$9,735.60	$23,948
End with carport (or garage)	$14,762.05	$10,106.93	$24,869

Note, these distributions were for both horizontal and vertical repair damages; only horizontal repair damages were sought in this case (Ex. 940). The third column above is inserted into the attached spreadsheet.

Separately, Plaintiffs entered their damages into evidence as Exhibit 940. This exhibit includes both repair costs and loss of use. To respond to the Court's inquiry in which repair costs are capped at the house's resale value, Plaintiffs had to first separate out the loss of use compensation included in Exhibit 940.

The original cover page of Exhibit 940 looked like this:

Napier, et. al. v. Mundy Construction,
WDP Updated Cost of Repair

Unit Type	Repair Costs		General Conditions		Cost Per Unit		Number of Units	Total
End Unit w/ Carport	$86,018.94	+	$20,715.93	=	$106,734.87	x	35	$3,735,720.45
End Unit w/o Carport	$77,870.59	+	$20,715.93	=	$98,586.52	x	21	$2,070,316.92
Interior Unit	$68,097.44	+	$20,715.93	=	$88,813.37	x	30	$2,664,401.10
Grand Total								**$8,470,438.47**

As one can see, all three types of residences in Exhibit 940 have added $20,715.93 for "General Conditions." The General Conditions were mostly loss of use components. When one separates out the 3 construction items in the General Conditions, with related mark up, $1,486.39 of the General Conditions constitutes repair costs; and $19,229.64 of the General Conditions constitutes the loss of use damage per residence (e.g., furniture storage and alternative living expenses during repairs). This separation of loss of use cost from the repair costs is documented on the first and last page of Exhibit 940 submitted herewith.

After separating these charges, the repair costs for these residences are as follows:

Interior	$ 69,583.73
End – Basic	$ 79,356.88
End with carport (or garage)	$ 87,505.23

These are the same *revised* costs listed in the middle column of page 1 of Exhibit 940, attached.

And, each owner of these residences suffered additional loss of use damages during repairs in the amount of $19,229.64 per residence.

If one takes the average appraisal for each type of unit ($87,000, $93,350, and $111,000 for interior, end basic, and end with carport, respectively), and reduces it by the amount of money each Class Member has previously been allocated, the maximum remaining repair recovery for each type of residence is as follows:

Interior	$ 63,973
End – Basic	$ 69,402
End with carport (or garage)	$ 86,131

It is apparent that each of the foregoing maximum repair recoveries is less than the actual repair costs.

Once the loss of use ($19,230) is added to the maximum repair recovery, the maximum recovery for each residence is as follows:

Interior	$ 83,203
End – Basic	$ 88,632
End with carport (or garage)	$105,361

Given the 30 interior residences, the 21 basic end residences, and the 35 end unit residences with a carport (or garage), an aggregate award on this basis would total $8,044,974, as illustrated by the attached spreadsheet. (However, should the Court decline to award the Homeowners their loss of use damages, the maximum repair cost, class recovery would be $6,585,189.)

All the foregoing is shown on the attached updated Exhibit 940 and the attached spreadsheet. An excel version of this spreadsheet will be sent to chambers following this email in case the Court would like to alter any numbers in the calculation (or Plaintiffs would be happy to do so for the Court).

For the proposition that Plaintiff homeowners are entitled to loss of use damages in addition to the repair costs, please allow Plaintiffs to commend to the Court the case of *Oaks at Rivers Edge Property Owners Association, Incorporated versus Daniel Island Riverside Developers, LLC*, wherein the Court expressly sanctioned the award of damages for 1) repair costs *and* 2) lack of market access and loss of quiet enjoyment. 420 S.C. 424, 443–44, 803 S.E.2d 475, 485–86 (Ct. App. 2017), *reh'g denied* (Oct. 19, 2017) (stating cost of repairs were "simply the cost to place the buildings and units in the physical condition they should have been in when the Developer initially sold them—such as fully in compliance with building code requirements, without mold, without leaks, and not able to hear activities in other units" whereas loss of quiet enjoyment damages were for "the loss the Unit Owners experienced in having to live in what was marketed to them as luxury condominiums but in reality hearing their neighbors in other units go about their daily activities and put up with the bother of moving out of their units for several months for repairs" whereas loss of market access damages "accounted for the loss Unit Owners experienced in the value of their units due to the downturn in the housing market").

We are happy to provide you with any additional information or answer any additional questions that the Court may have. Unless I hear otherwise from the Court, I will submit an amended version of the previously submitted proposed draft order, which comports with the foregoing, on Wednesday, December 4, 2019, at 9:30 am.

Sincerely,

Justin Lucey

cc/enc *via email*: David Anderson, Esquire
James Robey, Esquire
David Thompson (cmaddoxlc@sccourts.org)

---------- Forwarded message ---------
From: **Maddox, J. Cordell Law Clerk (David Thompson)** <cmaddoxlc@sccourts.org>
Date: Tue, Feb 4, 2020 at 1:48 PM
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Post Submission Follow-up to Proposed Final Order & Judgment
To: David Anderson <DAnderson@richardsonplowden.com>, Lee Weiland <lweiland@lucey-law.com>, Justin Lucey <jlucey@lucey-law.com>, Maddox, J. Cordell <CMaddoxJ@sccourts.org>
Cc: Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>, Jennifer Zambriczki <jzambriczki@lucey-law.com>, Collin Fuller <cfuller@lucey-law.com>, James Robey <JRobey@richardsonplowden.com>

Good Morning,

Judge Maddox is prepared to rule on the case of *Robin Napier v. Mundy Construction*/Case No. 2016-CP-02-00263. Therefore, he is requesting that the Plaintiff's attorney draft a proposed order for his review that conforms to the following specifications:

1) There were only two witnesses who testified before the court at trial: the Plaintiff's expert Dr. Whitlock and Defense witness, Tony Mundy, Sr. Dr. Whitlock presented testimony to the court that the reason for the home damage was due to subsurface consolidation resulting in settlement of the buildings and causing cracks. Trial Tr. 9:14-9:19. Dr. Whitlock testified to a reasonable degree of certainty in his field that the consolidation occurred because of "consolidation of the soil that was poorly prepared during the construction of the building pads. That is the installation of the earth in the fill areas or the preparation of building pads and the cut areas." Trial Tr. 10:1-10:4. Based on the billing statements presented by the Plaintiff and Dr. Whitlock evidencing Mundy Construction's participation in preparing the soil for future building pads, as well as Tony Mundy, Sr.'s own admission that he inspected the pads when the lifts were coming up (Trial Tr. 142:21-143:3), the Court finds Defendant Mundy Construction liable for negligence. However, the Court finds Mundy Construction's actions do no rise to the level of gross negligence or intent.

2) Because no gross negligence or intent is being found on behalf of the Defendant, the Statute of Repose will bar recovery for the 62 units that have produced certificates of occupancy dated beyond the Statute of Repose time period.

3) Unless there is a non-disclosure agreement in place, please include the amounts of the previous settlements for each party that has contributed to the prior settlements.

4) As for the exact amount of recovery—Judge Maddox is still determining an exact figure and requests that the order leave any amounts blank as they relate to the actual monetary award.

5) Finally, he would like language included that tracks the following sentiment: "While difficult to decipher what damage resulted from construction defects and what is from general depreciation, the Court finds that 14 years' worth of use and depreciation acts to reduce the amount of damages attributed to Defendant Mundy Construction."

Finally, since a Rule 59(e) motion is expected from both parties, make sure it is mailed to our office to protect both of your rights to appeal. If you have any questions please do not hesitate to email or call me at the number listed below.

Thank you for your patience in resolving this matter,

David Thompson

Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.

Office: (864) 260-4636

Fax: (864) 260-6348

From:	lweiland@lucey-law.com
To:	lweiland@lucey-law.com
Subject:	Fwd: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Post Submission Follow-up to Proposed Final Order & Judgment
Date:	Monday, July 27, 2020 2:02:47 PM

Sent from my iPad

Begin forwarded message:

From: "Maddox, J. Cordell Law Clerk (David Thompson)" <cmaddoxlc@sccourts.org>
Date: February 5, 2020 at 1:36:30 PM EST
To: Justin Lucey <jlucey@lucey-law.com>
Cc: David Anderson <danderson@richardsonplowden.com>, Lee Weiland <lweiland@lucey-law.com>, "Maddox, J. Cordell" <CMaddoxJ@sccourts.org>, "Maddox, J. Cordell Secretary (Cynthia Hicks)" <cmaddoxsc@sccourts.org>, Jennifer Zambriczki <jzambriczkI@lucey-law.com>, Collin Fuller <cfuller@lucey-law.com>, James Robey <JRobey@RichardsonPlowden.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Post Submission Follow-up to Proposed Final Order & Judgment

Mr. Lucey,

That should be perfectly fine. Good luck next week.

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

From: Justin Lucey <jlucey@lucey-law.com>
Sent: Wednesday, February 5, 2020 1:27 PM
To: Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>
Cc: David Anderson <DAnderson@richardsonplowden.com>; Lee Weiland <lweiland@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; James Robey <JRobey@richardsonplowden.com>
Subject: Re: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Post Submission Follow-up to Proposed Final Order & Judgment

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Mr. Thompson:

Thank you. As I have an argument in the Supreme Court next week I will shoot for getting you the proposed order by the first of the following week unless instructed otherwise.

Justin Lucey

On Tue, Feb 4, 2020 at 1:48 PM Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org> wrote:

> Good Morning,
>
> Judge Maddox is prepared to rule on the case of *Robin Napier v. Mundy Construction*/Case No. 2016-CP-02-00263. Therefore, he is requesting that the Plaintiff's attorney draft a proposed order for his review that conforms to the following specifications:
>
> 1) There were only two witnesses who testified before the court at trial: the Plaintiff's expert Dr. Whitlock and Defense witness, Tony Mundy, Sr. Dr. Whitlock presented testimony to the court that the reason for the home damage was due to subsurface consolidation resulting in settlement of the buildings and causing cracks. Trial Tr. 9:14-9:19. Dr. Whitlock testified to a reasonable degree of certainty in his field that the consolidation occurred because of "consolidation of the soil that was poorly prepared during the construction of the building pads. That is the installation of the earth in the fill areas or the preparation of building pads and the cut areas." Trial Tr. 10:1-10:4. Based on the billing statements presented by the Plaintiff and Dr. Whitlock evidencing Mundy Construction's participation in preparing the soil for future building pads, as well as Tony Mundy, Sr.'s own admission that he inspected the pads when the lifts were coming up (Trial Tr. 142:21-143:3), the Court finds Defendant Mundy Construction liable for negligence. However, the Court finds Mundy Construction's actions do no rise to the level of gross negligence or intent.
>
> 2) Because no gross negligence or intent is being found on behalf of the Defendant, the Statute of Repose will bar recovery for the 62 units that have produced certificates of occupancy dated beyond the Statute of Repose time period.
>
> 3) Unless there is a non-disclosure agreement in place, please include the amounts of the previous settlements for each party that has contributed to the prior settlements.
>
> 4) As for the exact amount of recovery—Judge Maddox is still determining an exact figure and requests that the order leave any amounts blank as they relate to the actual monetary award.

5) Finally, he would like language included that tracks the following sentiment: “While difficult to decipher what damage resulted from construction defects and what is from general depreciation, the Court finds that 14 years’ worth of use and depreciation acts to reduce the amount of damages attributed to Defendant Mundy Construction.”

Finally, since a Rule 59(e) motion is expected from both parties, make sure it is mailed to our office to protect both of your rights to appeal. If you have any questions please do not hesitate to email or call me at the number listed below.

Thank you for your patience in resolving this matter,

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

From: David Anderson <DAnderson@RichardsonPlowden.com>
Sent: Tuesday, December 17, 2019 12:57 PM
To: Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>; Lee Weiland <lweiland@lucey-law.com>; Justin Lucey <jlucey@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>
Cc: Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; James Robey <JRobey@RichardsonPlowden.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Post Submission Follow-up to Proposed Final Order & Judgment

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Mr. Thompson, We certainly understand the case load the court is under and we understand the delays. We wish you and the Court the best of the Holiday Season. Respectfully, David A. Anderson

HOME VCARD BIO LOCATION

David A. Anderson
Attorney at Law
danderson@richardsonplowden.com

RICHARDSON PLOWDEN ATTORNEYS AT LAW

Richardson, Plowden & Robinson, P.A.
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From: Maddox, J. Cordell Law Clerk (David Thompson) [mailto:cmaddoxlc@sccourts.org]
Sent: Tuesday, December 17, 2019 12:35 PM
To: Lee Weiland <lweiland@lucey-law.com>; Justin Lucey <jlucey@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>
Cc: Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; David Anderson <DAnderson@RichardsonPlowden.com>; James Robey <JRobey@RichardsonPlowden.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Post Submission Follow-up to Proposed Final Order & Judgment

Good Afternoon,

Judge Maddox wanted me to send this email to convey his sincerest apologies for missing his November deadline. We have not been in Anderson for the last 3 weeks as we have been holding court in other counties. We are travelling this week yet again so no decision will be rendered until after the holidays. We have our first chambers week coming up in the first week of January so the hope is to get the ruling out by the end of that week. I can tell you he is extremely close to making a ruling and has all the information he needs from the parties. He also wants to send his appreciation to you all for your hard work, diligence, and (of course) patience in this matter.

Happy Holidays,

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

From: Lee Weiland <lweiland@lucey-law.com>
Sent: Tuesday, December 17, 2019 11:22 AM
To: Justin Lucey <jlucey@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>
Cc: Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; David Anderson <DAnderson@richardsonplowden.com>; James Robey <JRobey@richardsonplowden.com>

Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Post Submission Follow-up to Proposed Final Order & Judgment

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Dear Mr. Thompson,

Please find attached correspondence on behalf of Justin Lucey.

Thank you,
Lee

Lee Weiland
Remote Paralegal
Justin O'Toole Lucey, P.A.
415 Mill Street
Mount Pleasant, SC 29464
Office: (843) 849-8400
Direct: (912) 228-8427
www.lucey-law.com

From: Lee Weiland <lweiland@lucey-law.com>
Sent: Wednesday, December 4, 2019 10:02 AM
To: 'Justin Lucey' <jlucey@lucey-law.com>; 'Maddox, J. Cordell' <CMaddoxJ@sccourts.org>
Cc: 'Maddox, J. Cordell Law Clerk (David Thompson)' <cmaddoxlc@sccourts.org>; 'Maddox, J. Cordell Secretary (Cynthia Hicks)' <cmaddoxsc@sccourts.org>; 'Jennifer Zambriczki' <jzambriczki@lucey-law.com>; 'Collin Fuller' <cfuller@lucey-law.com>; 'David Anderson' <DAnderson@richardsonplowden.com>; 'James Robey' <JRobey@richardsonplowden.com>; 'Carla Lindler' <CLindler@richardsonplowden.com>
Subject: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

Judge Maddox:

In accordance with the Plaintiffs' submission on November 26, 2019, attached hereto please find a revised proposed final order. This proposed order conforms the prior proposed order to the Court's November 20, 2019, email instructions and the Plaintiffs' November 26, 2019, supplemental submission. Also attached is the prior spreadsheet, amended to correct one typographical error in one subtotal. Originals of both will be sent to chambers in case the Court desires to make its own edits.

Respectfully submitted,

Justin Lucey

Lee Weiland
Remote Paralegal
Justin O'Toole Lucey, P.A.
415 Mill Street
Mount Pleasant, SC 29464
Office: (843) 849-8400
Direct: (912) 228-8427
www.lucey-law.com

From: Lee Weiland <lweiland@lucey-law.com>
Sent: Tuesday, November 26, 2019 1:59 PM
To: 'Justin Lucey' <jlucey@lucey-law.com>; 'Maddox, J. Cordell' <CMaddoxJ@sccourts.org>
Cc: 'Maddox, J. Cordell Law Clerk (David Thompson)' <cmaddoxlc@sccourts.org>; 'David Anderson' <DAnderson@richardsonplowden.com>; 'Carla Lindler' <CLindler@richardsonplowden.com>; 'Maddox, J. Cordell Secretary (Cynthia Hicks)' <cmaddoxsc@sccourts.org>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; 'James Robey' <JRobey@richardsonplowden.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

Good afternoon,

Please find attached correspondence from Justin Lucey regarding the above-referenced matter.

If you have any questions, please contact me.

Thank you,
Lee

Lee Weiland
Remote Paralegal
Justin O'Toole Lucey, P.A.
415 Mill Street
Mount Pleasant, SC 29464
Office: (843) 849-8400
Direct: (912) 228-8427
www.lucey-law.com

From: Justin Lucey <jlucey@lucey-law.com>
Sent: Friday, November 22, 2019 3:43 PM
To: Maddox, J. Cordell <CMaddoxJ@sccourts.org>
Cc: Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>; David Anderson

<DAnderson@richardsonplowden.com>; Carla Lindler <CLindler@richardsonplowden.com>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; James Robey <JRobey@richardsonplowden.com>; Lee Weiland <lweiland@lucey-law.com>
Subject: Re: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

Judge:

Thanks. I went early and enjoyed 4.5 days of hiking in the mountains before spending an entire day and nite in a small room with a Court Reporter on Wednesday !

To the matter at hand, I had a deposition in another dase case on Thursday and I have a motion deadline for a December trial on Monday; so I will avail myself of the court's "no hurry" and submit next week before the holidays.

Have a nice weekend.

Respectfully submitted,

Justin Lucey

On Nov 20, 2019, at 10:35 AM, Maddox, J. Cordell <CMaddoxJ@sccourts.org> wrote:

> Thanks and no problem No hurry. Obviously this has taken longer than I expected and I'm sorry for the delay.
> Be safe and enjoy Denver……unless you are spending the entire day in a small room with a court reporter. If that is the case I would get out of there as soon as possible.
>
> JCMJr
>
> ---
>
> **From:** Justin Lucey <jlucey@lucey-law.com>
> **Sent:** Wednesday, November 20, 2019 12:31 PM
> **To:** Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>
> **Cc:** David Anderson <DAnderson@richardsonplowden.com>; Carla Lindler <CLindler@richardsonplowden.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; James Robey <JRobey@richardsonplowden.com>; Lee Weiland <lweiland@lucey-law.com>
> **Subject:** Re: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

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David:

Good Morning.

Thank you for your communication. I am on a flight home from a deposition in Denver, so I am providing a brief response and, more importantly, the prior class settlement orders and I will supplement on Friday, with a spreadsheet illustrating/documenting the below for ease of reference.

In this class action, as in the prior four or so on neighboring streets, Plaintiffs have solicited and gained Court approval of settlements, fees and expenses, and class member distributions. Most prior distributions have allocated slightly more money, e.g., 5%, to end units then middle units due to higher repair costs of end units. Similarly, slightly more has been allocated (c 5%) to end units with carports then those without.

This current case has two prior court approved distributions. You will see that they are similar to the foregoing.

The horizontal repair costs submitted into evidence in this case, Ex. 940, follow a similar patter as the above described.

You will see in the most recent settlement approval by Judge Lee, that she authorized future disbursements to be generally in accordance with prior formulas, without the need to return to Court for additional approvals.

By copy of this email, I am asking paralegal Lee Wieland to transmit to you the two prior class settlement and distribution orders in this case, together with a courtesy copy of Ex. 940.

After I complete a deposition in another case tomorrow afternoon, I will create a spreadsheet that sets forth the building values submitted into evidence by the defense counsel, prior distributions, and whatever formulas are necessary to give the Court easy access to gross and per residence numbers to satisfy the Court's concern communicated in your email. I will have it to you by COB Friday so we can keep this matter moving towards conclusion.

Respectfully submitted,

Justin Lucey

On Nov 20, 2019, at 9:42 AM, Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org> wrote:

> Good Afternoon,
>
> Judge Maddox would like to know what the internal mechanism is for allocating any damages awarded to each individual homeowner in the class. He is getting close to a final decision, but wants to be sure that any actual damages awarded do not exceed the value of any individual homeowners property. To that end, any information on how funds will be distributed would be helpful.
>
> Thank you for your patience,
>
> David Thompson
> Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
> Office: (864) 260-4636
> Fax: (864) 260-6348

From: David Anderson <DAnderson@RichardsonPlowden.com>
Sent: Monday, October 14, 2019 11:43 AM
To: Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>; Carla Lindler <CLindler@RichardsonPlowden.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>
Cc: Justin Lucey <jlucey@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; James Robey <JRobey@RichardsonPlowden.com>; Lee Weiland <lweiland@lucey-law.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

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Thank you for the update. Regards, David

HOME	VCARD	BIO	LOCATION
<image001.jpg>	**David A. Anderson** Attorney at Law danderson@richardsonplowden.com **Richardson, Plowden & Robinson, P.A.** P.O. Drawer 7788 Columbia, SC 29202 Tel: 803.576.3702 Fax: 803.779.0016 Mobile: 803.318.8821 www.RichardsonPlowden.com		

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From: Maddox, J. Cordell Law Clerk (David Thompson) [mailto:cmaddoxlc@sccourts.org]
Sent: Monday, October 14, 2019 11:35 AM
To: Carla Lindler <CLindler@RichardsonPlowden.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>
Cc: Justin Lucey <jlucey@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; David Anderson <DAnderson@RichardsonPlowden.com>; James Robey <JRobey@RichardsonPlowden.com>; Lee Weiland <lweiland@lucey-law.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

Good Morning,

Judge Maddox wanted me to send this email to express his sincerest apologies for the length of time this matter has taken to resolve. He thanks you for your patience as he has been holding court out of his home office for the last month and had surgery last week.

To give you an update going further, Judge Maddox is going to the arctic on a two week vacation at the end of this week. With that being said, he will have a decision by or before November 14th at which point

we will request an order from the appropriate party.

Again, we thank you for your patience in this complex matter—

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

From: Carla Lindler <CLindler@RichardsonPlowden.com>
Sent: Wednesday, October 9, 2019 2:16 PM
To: Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>
Cc: Justin Lucey <jlucey@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>; Collin Fuller <cfuller@lucey-law.com>; David Anderson <DAnderson@RichardsonPlowden.com>; James Robey <JRobey@RichardsonPlowden.com>; Lee Weiland <lweiland@lucey-law.com>
Subject: RE: Napier, et al. v. Mundy Construction; Case No. 2016-CP-02-0263 / Proposed Final Order & Judgment

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Judge Maddox,

Please see attached correspondence from David Anderson regarding the above-referenced matter. Please let me know if you have difficulties opening the attachment.

Regards,
Carla

HOME VCARD LOCATION

Carla M. Lindler
Legal Assistant to David A. Anderson, James B. Robey, III and Jasmine D. Wyman
clindler@richardsonplowden.com

<image002.jpg> **Richardson Plowden &**

Robinson, P.A.
1900 Barnwell Street
Columbia, SC 29201
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www.RichardsonPlowden.com

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From: Maddox, J. Cordell Law Clerk (David Thompson)
To: Collin Fuller; David Anderson
Cc: Justin Lucey; Maddox, J. Cordell; Lee Weiland; Maddox, J. Cordell Secretary (Cynthia Hicks); James Robey; Carla Lindler; Jennifer Zambriczki
Subject: RE: Case No. 2016-CP-02-0263 Napier v. Mundy"s Construction / Plaintiff"s Response to Defendant Mundy"s Memo in Opposition to Motion to Reconsider
Date: Wednesday, June 24, 2020 11:43:31 AM

Good Morning,

I hope this email finds you well. Judge Maddox would like a sentence added to the motion to intervene order that counsel is working on. He asks that the sentence "The motion to intervene is granted for appellate purposes only" be included in the order.

If you have any questions or concerns please do not hesitate to reach out,

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

From: Maddox, J. Cordell Law Clerk (David Thompson)
Sent: Thursday, June 18, 2020 1:30 PM
To: 'Collin Fuller' <cfuller@lucey-law.com>; David Anderson <DAnderson@richardsonplowden.com>
Cc: Justin Lucey <jlucey@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Lee Weiland <lweiland@lucey-law.com>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; James Robey <JRobey@richardsonplowden.com>; Carla Lindler <CLindler@richardsonplowden.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>
Subject: RE: Case No. 2016-CP-02-0263 Napier v. Mundy's Construction / Plaintiff's Response to Defendant Mundy's Memo in Opposition to Motion to Reconsider

All,

My apologies. I left the Defendants proposed order out of the file by mistake. He has now reviewed it and finds that it is sufficient and is the order he will be signing. Mr. Lucey, I will upload that order so all he needs from you is the order granting the Motion to Intervene.

Sorry for the confusion,

David Thompson

From: Collin Fuller <cfuller@lucey-law.com>
Sent: Thursday, June 18, 2020 1:02 PM
To: David Anderson <DAnderson@richardsonplowden.com>
Cc: Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>; Justin Lucey <jlucey@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>; Lee Weiland <lweiland@lucey-law.com>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; James Robey <JRobey@richardsonplowden.com>; Carla Lindler <CLindler@richardsonplowden.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>
Subject: Re: Case No. 2016-CP-02-0263 Napier v. Mundy's Construction / Plaintiff's Response to Defendant Mundy's Memo in Opposition to Motion to Reconsider

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Judge Maddox,

Justin is out of pocket currently, but objects to Mr. Anderson's request for clarification as improper reargument. Thanks.

On Thu, Jun 18, 2020 at 12:37 PM David Anderson <DAnderson@richardsonplowden.com> wrote:

> In our response in Opposition to Plaintiff's Motion to Reconsider we presented a suggested clarification to the final Order. Is it the intent of the proposed order to simply deny the motion to reconsider or was Mundy Construction's Memo in Opposition granted by the Court?
>
> David A. Anderson
> Attorney at Law
> danderson@richardsonplowden.com
>
> Richardson, Plowden & Robinson, P.A.
> P.O. Drawer 7788
> Columbia, SC 29202
> Tel: 803.576.3702 Fax: 803.779.0016
> Mobile: 803.318.8821
> www.RichardsonPlowden.com

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-----Original Message-----
From: Maddox, J. Cordell Law Clerk (David Thompson) [mailto:cmaddoxlc@sccourts.org]
Sent: Thursday, June 18, 2020 12:19 PM
To: David Anderson; Justin Lucey; Maddox, J. Cordell
Cc: Lee Weiland; Maddox, J. Cordell Secretary (Cynthia Hicks); James Robey; Carla Lindler; Collin Fuller; Jennifer Zambriczki
Subject: RE: Case No. 2016-CP-02-0263 Napier v. Mundy's Construction / Plaintiff's Response to Defendant Mundy's Memo in Opposition to Motion to Reconsider

Good Afternoon,

I hope this email finds you well. After review of the briefs submitted by the parties, Judge Maddox is hereby granting the Plaintiff's Motion to Intervene but denying Plaintiff's Motion to Reconsider. It is his belief that this ruling will streamline the appeals process for both parties. He requests that Mr. Lucey draft both orders and e-file them by Monday, June 22nd, so that he may review and sign them before he goes on vacation on Wednesday.

If you have any questions or concerns please do not hesitate to contact me via email or phone.

Thank you,

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

-----Original Message-----
From: David Anderson <DAnderson@RichardsonPlowden.com>
Sent: Monday, June 15, 2020 1:17 PM
To: Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>; Justin Lucey <jlucey@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>
Cc: Lee Weiland <lweiland@lucey-law.com>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; James Robey <JRobey@RichardsonPlowden.com>; Carla Lindler <CLindler@RichardsonPlowden.com>; Collin Fuller <cfuller@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>
Subject: RE: Case No. 2016-CP-02-0263 Napier v. Mundy's Construction / Plaintiff's Response to Defendant Mundy's Memo in Opposition to Motion to Reconsider

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Thanks Mr. Thompson.

David A. Anderson
Attorney at Law
danderson@richardsonplowden.com

Richardson, Plowden & Robinson, P.A.
P.O. Drawer 7788
Columbia, SC 29202
Tel: 803.576.3702 Fax: 803.779.0016
Mobile: 803.318.8821
https://urldefense.com/v3/__http://www.RichardsonPlowden.com__;!!JHVHxrUang!G0uZ-6ZoLIzGhmluqJFdFnk56KTMg_pjO84BnKXtkz_A4eJgx4xXSMnBoIe4Ng7EBw$

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-----Original Message-----
From: Maddox, J. Cordell Law Clerk (David Thompson) [mailto:cmaddoxlc@sccourts.org]
Sent: Monday, June 15, 2020 11:16 AM
To: David Anderson <DAnderson@RichardsonPlowden.com>; Justin Lucey <jlucey@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>
Cc: Lee Weiland <lweiland@lucey-law.com>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; James Robey <JRobey@RichardsonPlowden.com>; Carla Lindler <CLindler@RichardsonPlowden.com>; Collin Fuller <cfuller@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>
Subject: RE: Case No. 2016-CP-02-0263 Napier v. Mundy's Construction / Plaintiff's Response to Defendant Mundy's Memo in Opposition

to Motion to Reconsider

Good Morning,

Thank you for the update. Judge Maddox will be making a ruling on both motions concurrently as requested as soon as possible.

Best,

David Thompson
Law Clerk for the Honorable Judge J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

-----Original Message-----
From: David Anderson <DAnderson@RichardsonPlowden.com>
Sent: Monday, June 15, 2020 10:41 AM
To: Justin Lucey <jlucey@lucey-law.com>; Maddox, J. Cordell <CMaddoxJ@sccourts.org>
Cc: Lee Weiland <lweiland@lucey-law.com>; Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; James Robey <JRobey@RichardsonPlowden.com>; Carla Lindler <CLindler@RichardsonPlowden.com>; Collin Fuller <cfuller@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>
Subject: RE: Case No. 2016-CP-02-0263 Napier v. Mundy's Construction / Plaintiff's Response to Defendant Mundy's Memo in Opposition to Motion to Reconsider

*** EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Maddox, It is my understanding the Judge Newman will issue a form 4 Order on today's hearing and allow you to consider both pending motions. Respectfully, David A. Anderson

David A. Anderson
Attorney at Law
danderson@richardsonplowden.com

Richardson, Plowden & Robinson, P.A.
P.O. Drawer 7788
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Tel: 803.576.3702 Fax: 803.779.0016
Mobile: 803.318.8821
https://urldefense.com/v3/__http://www.RichardsonPlowden.com__;!!JHVHxrUang!DTPyFFUmK9B8CIRlOMaPJTE1UUhRgH53XeYcknh-GVGX_Ci9UpkpHTq5Gvoj1HWPgw$

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-----Original Message-----
From: Justin Lucey [mailto:jlucey@lucey-law.com]
Sent: Monday, June 15, 2020 10:33 AM
To: Maddox, J. Cordell <CMaddoxJ@sccourts.org>
Cc: Lee Weiland <lweiland@lucey-law.com>; David Anderson <DAnderson@RichardsonPlowden.com>; Maddox, J. Cordell Law Clerk (David Thompson) <cmaddoxlc@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>; James Robey <JRobey@RichardsonPlowden.com>; Carla Lindler <CLindler@RichardsonPlowden.com>; Collin Fuller <cfuller@lucey-law.com>; Jennifer Zambriczki <jzambriczki@lucey-law.com>
Subject: Re: Case No. 2016-CP-02-0263 Napier v. Mundy's Construction / Plaintiff's Response to Defendant Mundy's Memo in Opposition to Motion to Reconsider

Judge:

After arguing the Intervention motion, Judge Newman stayed the Intervention motion until, given the pending post trial motion in front of you, you decide whether it would be appropriate for you to accept and rule on the intervention issue.

Plaintiff respectfully request that an Order be issued on Intervention concurrently with the JNOV ruling so that there is no ambiguity as to any appeal deadlines.

Respectfully submitted,

Justin Lucey

> On Jun 15, 2020, at 10:06 AM, Maddox, J. Cordell <CMaddoxJ@sccourts.org> wrote:
>
> I did not consider any motion under advisement. Only delayed. Hope
> that helps you guys move forward wit your hearing in Aiken Cordell

>
> Sent from my iPhone
>
> On Jun 15, 2020, at 8:51 AM, Justin Lucey <jlucey@lucey-law.com> wrote:
>
>
>
> *** EXTERNAL EMAIL: This email originated from outside the
> organization. Please exercise caution before clicking any links or
> opening attachments. ***
>
> Judge Maddox:
>
> Plaintiffs Motion to Intervene has been scheduled to be heard this morning at 10am on the Aiken motion roster. I just wanted to make sure that you did not already have this motion under consideration. Plaintiffs are fine with either forum.
>
> I can advise the motions clerk if it is under consideration.
>
> Respectfully Submitted
>
> Justin Lucey
>
> On May 15, 2020, at 10:33 AM, Lee Weiland <lweiland@lucey-law.com> wrote:
>
>
>
> Good morning,
>
> Please find attached Plaintiffs' Response to Defendant Mundy Construction's Memorandum in Opposition to Plaintiffs' Motion to Reconsider filed yesterday evening in the above-referenced matter.
>
> We are happy to travel to the Courthouse of your choice or set up a video conference to facilitate the disposition of these motions.
>
> Thank you,
> Lee
>
> Lee Weiland
> Remote Paralegal
> Justin O'Toole Lucey, P.A.
> 415 Mill Street
> Mount Pleasant, SC 29464
> Office: (843) 849-8400
> Direct: (912) 228-8427
> https://urldefense.com/v3/__http://www.lucey-law.com__;!!JHVHxrUang!DT
> PyFFUmK9B8CIRlOMaPJTE1UUhRgH53XeYcknh-GVGX_Ci9UpkpHTq5GvoOVY_L1Q$
> <https://urldefense.com/v3/__http://www.lucey-law.com
> __;!!JHVHxrUang!H9DqZnYsQ3DXw8O6AkB1-N6aWQZF6Qo4jRP3i3ii56U4l3BGMS-kK2
> JVPbsMT5WRSw$>
>
> From: David Anderson <DAnderson@RichardsonPlowden.com>
> Sent: Monday, May 4, 2020 5:20 PM
> To: Maddox, J. Cordell
> <CMaddoxJ@sccourts.org<mailto:CMaddoxJ@sccourts.org>>; Maddox, J.
> Cordell Law Clerk (David Thompson)
> <cmaddoxlc@sccourts.org<mailto:cmaddoxlc@sccourts.org>>; Maddox, J.
> Cordell Secretary (Cynthia Hicks)
> <cmaddoxsc@sccourts.org<mailto:cmaddoxsc@sccourts.org>>
> Cc: Lee Weiland
> <lweiland@lucey-law.com<mailto:lweiland@lucey-law.com>>; Justin Lucey
> <jlucey@lucey-law.com<mailto:jlucey@lucey-law.com>>; James Robey
> <JRobey@RichardsonPlowden.com>; Carla Lindler
> <CLindler@RichardsonPlowden.com>; Collin Fuller
> <cfuller@lucey-law.com<mailto:cfuller@lucey-law.com>>; Jennifer
> Zambriczki
> <jzambriczki@lucey-law.com<mailto:jzambriczki@lucey-law.com>>
> Subject: FW: Case No. 2016-CP-02-0263 Napier v. Mundy's Construction
> Defendant Mundy's Memo in Opposition to Motion to Reconsider &
> Proposed Order and Memo in Opposition to Motion to Intervene
> Importance: High
>
> Good Afternoon: Please find attached Defendant Mundy's Construction, Inc. Memo in Opposition and Proposed Order to Plaintiff's Motion to Reconsider as well as Mundy's Construction Memo in Opposition to Plaintiff's Motion to Intervene. I have taken the liberty to also include a Word version of the Proposed Order referenced in our Motion in Opposition to Reconsider. Both of these were filed this afternoon. Should you have any trouble in opening these attachments, please let me know. I do not plan to send any hard copies to your Chambers unless the Court wishes for me to do so.
>
> By Copy of this email, I am noticing Counsel of Record of this e-mail. Thanks for your attention to this matter and I hope that everyone is

staying safe and strong during this COVID-19 era. Respectfully, David A. Anderson
>
>
> HOME<https://urldefense.com/v3/__http://www.richardsonplowden.com__;!!
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> Gk-6rcw$>
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>
> David A. Anderson
> Attorney at Law
> danderson@richardsonplowden.com<mailto:danderson@richardsonplowden.com
> >
>
> Richardson, Plowden & Robinson, P.A.
> P.O. Drawer 7788
> Columbia, SC 29202
> Tel: 803.576.3702 Fax: 803.779.0016
> Mobile: 803.318.8821
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> rUang!DTPyFFUmK9B8ClRlOMaPJTE1UUhRgH53XeYcknh-GVGX_Ci9UpkpHTq5Gvoj1HWP
> gw$ <https://urldefense.com/v3/__http://www.richa
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>
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> <20200514 Plts' Response to Mundy's Memo in Opp to Motion to
> Reconsider.pdf>
> <20200514 Partial Transcript of Record.pdf>
> <20200514 Def. Exh. 16 March 31 2009 Rickabaugh Letter.pdf> ~~~
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--
Collin Fuller
Justin O' Toole Lucey, P.A.
Office: 843-606-4718
Cell: 864-729-1241
~~~

Certificate of Counsel

Appellant's undersigned counsel certifies that, in accordance with Rule 210(c), SCACR, this **Record on Appeal** contains all material proposed to be included by any party that was presented to the lower court and not any other material and also that this **Record on Appeal** complies with the Supreme Court of South Carolina's Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings, filed April 15, 2014.

Respectfully Submitted,

RECEIVED
Mar 22 2021
SC Court of Appeals

By: */s/Justin Lucey*

Justin O'Toole Lucey (SC Bar No. 15438)
Anna McCann (SC Bar No. 102314)
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Mount Pleasant, SC 29464
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Attorneys for Appellant

Mount Pleasant, SC
March 22, 2021