

Oct 30 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Patrick C. Fant, III, Circuit Court Judge

Case No. 2023-CP-23-04246
Appellate Case No. 2024-000999

Anderson Laurens Road AA, LLC and Anderson
Laurens Road ZZ, LLC,

Appellants,

v.

Annacey Park Homeowners Association, Inc.
and the City of Greenville,

Respondents.

RECORD ON APPEAL

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RECORD ON APPEAL
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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2304246

Anderson Laurens Road AA LLC et al
PLAINTIFF(S)

Annacey Park Homeowners Association Inc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Please see the attachment on Page 2 below.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/10/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

This matter is before the Court on Petitioner's Motion For Final Hearing for a determination regarding Petitioner's Petition for Statutory Abandonment of Public Rights and Permanent Road Closure (Kellet Drive). Based on a review of the file, submissions of the parties, and oral arguments the Petitioner's Petition is hereby DENIED because it is not in the best interest of all concerned that Kellet Drive be abandoned or closed.

It is so ordered.



Greenville Common Pleas

Case Caption: Anderson Laurens Road AA LLC , plaintiff, et al vs. Annacey Park Homeowners Association Inc , defendant, et al
Case Number: 2023CP2304246
Type: Order/Electronic Form 4

So Ordered

Patrick C. Fant, III

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	
	)	2023CP23-04246
Anderson Laurens Road AA, LLC	)	
and Anderson Laurens Road ZZ,	)	
LLC,	)	
Petitioners,	)	ORDER
	)	
	)	
Annacey Park Homeowners	)	
Association, Inc. and the City of	)	
Greenville	)	
Defendant(s).	)	
	)	

This matter is originally before the Court on Petitioners, Anderson Laurens Road AA, LLC and Anderson Laurens Road ZZ, LLC, petition seeking the statutory abandonment of any public rights and permanent road closure of Kellett Drive, pursuant to S.C. Code Ann. §57-9-10, et, seq. A hearing was held on April 8, 2024. Present at the hearing was William B. Swent and Aimee V. Leary on behalf of Petitioners, A. Lyon Bixler on behalf of Annacey Park Homeowners Association, Inc. and Michael J. Spinelli on behalf of the City of Greenville.

Following the April 8, 2024, hearing this Court denied the Plaintiff's request to statutorily abandon any and all public rights and permanently close Kellett Road by order dated April 10, 2024. Petitioners timely filed a Notice of Motion and Motion to Alter or Amend Pursuant to Rule 52(b) or, in the Alternative, for a Reconsideration pursuant to Rule 59(e) on April 19, 2024.

The Petitioners and Defendant, Annacey Park Homeowners Association, Inc. dispute whether or not Kellett Drive should be abandoned and permanently closed. At the hearing, the Petitioners alleged that Kellett Drive is private property and that it is in the best interest of the public and all concerned that Kellett Drive be permanently closed.

Based on the pleadings, the stipulations of the parties, and the testimony and evidence presented at the hearing and arguments of counsel I find, conclude and Order as follows:

Findings of Facts

1. The Summons and Petition with attached exhibits was filed on August 18, 2023.
2. Service was made upon Defendants as evidenced by the proof of service filed with the Court.
3. Defendant, Annacey Park Homeowners Association, Inc. filed an Answer on September 22, 2023.
4. Defendant, City of Greenville filed an Answer on October 9, 2023.
5. Notice of Hearing was provided to all parties.
6. The parties stipulated as to certain facts and admission of certain evidence.

Discussion

The Petitioner, for the first time, at the final hearing on this action raised the issue that Kellett Drive is not a city street. In support of this position, the Petitioner relies on Defendant, City of Greenville's Answer. In the City of Greenville's ("City") Answer, the City alleged it currently has no interest in Kellett Drive apart from the utility easement. An engineer for the city testified that the City was not interested in Kellett Drive due to the disrepair and substandard condition of the road. However, there is a distinction between the City not seeking to claim an interest due to and Kellett Drive not being a public street. Furthermore, the Petitioner's pleadings seek to abandon public street and several Exhibits submitted to the Court, by Petitioner, identify the public right of way proposed to be abandoned.

Petitioners sought the statutory abandonment of any public rights and the permanent closure of Kellett Road pursuant to S.C. Code §57-9-10, et seq. In order for a court to permanently abandon or close a road, the court must determine that the closure or abandonment is in the best interest of all concerned. See, S.C. Code Ann. §57-9-20. At the beginning of the hearing the

parties stipulated the admission of statements from numerous members of Annacey Park Subdivision all of which opposed the closure of Kellett Road. Further, there was a letter from the landscape company for Annacey Park Subdivision which stated that the closure of Kellett Road would significantly impede their ability navigate the community and believed closure of Kellett Road would compromise its safety protocols and would increase the risk of accidents in delivering its services to Annacey Park.

During the hearing testimony was presented that Kellett Road was frequently used by the residents of Annacey Park subdivision. In fact, Kellett Road is essential for the residents of Annacey Park. Testimony was presented that stressed the importance of Kellett Road to provide, at least, secondary emergency services and access to Kellett Road. Therefore, based on the pleadings, the stipulations of the parties, and the testimony presented at trial, I find that it is in the best interest of all concerned that the Petitioners request to abandon the any public interest and permanently close Kellett Road be denied.

Petitioners' reliance on First Baptist Church of Mauldin v. City of Mauldin, 308S.C. 226, 417, S.E.2d 592 (1992) to support the closure of Kellett Road is misplaced. Petitioners allege that First Baptist stands for the position that the court shall close a road if the "broader public interest" is served. However, First Baptist makes clear that the court is empowered to close roads "on a finding that it is in the best interest of all concerned." Id. at 594. In its analysis, the South Carolina Supreme Court evaluated the public interest – that the church was an asset to the community and its continued growth was in the public interest; the road posed a danger that outweighed the inconvenience to those using the road as a short-cut – and the private interest of the church. The Court noted that the mere fact that the closure of a road was instigated by an abutting landowner, or the fact that a private interest must be served incidentally does not invalidate or prevent the road

closure. Id. However, the Court warned that a road may not be closed solely to benefit an abutting landowner and it appears clearly that no consideration other than the public interest could have prompted the action. Id.

This current matter presents the inverse to that of situation present in First Baptist. Here it clearly appears the primary consideration in initiating this action, requesting the abandonment and closure of Kellett Road, is the benefit of Petitioners and any public benefit is incidental to the primary purpose.

THEREFORE, IT IS ORDERED that Petitioners' Notice of Motion and Motion to Alter or Amend Pursuant to Rule 52(b) or, in the Alternative, for a Reconsideration pursuant to Rule 59(e) is DENIED.

IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW



Greenville Common Pleas

Case Caption: Anderson Laurens Road AA LLC , plaintiff, et al vs. Annacey Park Homeowners Association Inc , defendant, et al
Case Number: 2023CP2304246
Type: Order/Other

So Ordered

Patrick C. Fant, III

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Anderson Laurens Road AA, LLC and	)	C.A. No. 2023-CP-23-_____
Anderson Laurens Road ZZ, LLC,	)	
	)	
Petitioners,	)	SUMMONS
	)	
v.	)	
	)	
Annacey Park Homeowners Association,	)	
Inc. and the City of Greenville,	)	
	)	
Respondents.	)	
_____	)	

TO THE RESPONDENTS ABOVE-NAMED: You are hereby summoned and required to answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Petition, upon the subscriber, Fox Rothschild LLP, at 2 W. Washington Street, Suite 1100, Greenville, SC 29601 within thirty (30) days after service hereof, exclusive of the day of service. If you fail to answer the Petition within that time, the Petitioner will apply to the court for the relief demanded in the Petition, and a Judgment by Default will be rendered against you for the relief demanded in the Petition.

YOU WILL ALSO TAKE NOTICE that, pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended, the Petitioners may move for a general Order of Reference to the Master in Equity for Greenville County, which Order shall, pursuant to Rule 53(b), SCRCPP, specifically provide that said Master is authorized and empowered to conduct hearing and enter a final judgment in this action.

Respectfully Submitted,

FOX ROTHSCHILD LLP



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ALeary@FoxRothschild.com
Attorneys for Petitioners

Dated: 8/17, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Anderson Laurens Road AA, LLC and	)	C.A. No. 2023-CP-23-____
Anderson Laurens Road ZZ, LLC,	)	
	)	
Petitioners,	)	PETITION FOR STATUTORY
	)	ABANDONMENT OF PUBLIC RIGHTS
v.	)	AND PERMANENT ROAD CLOSURE
	)	(Kellet Drive)
Annacey Park Homeowners Association,	)	
Inc., and the City of Greenville,	)	(NON-JURY)
	)	
Respondents.	)	
_____	)	

NOW COME Petitioners, by and through their undersigned attorneys, who make the following averments and Petitions for relief:

PARTIES, JURISDICTION AND VENUE

1. Anderson Laurens Road AA, LLC, a South Carolina limited liability company ("Laurens Road AA"), is the owner of certain real property in the County of Greenville, South Carolina, which property is located at 2448 Laurens Road, Greenville, SC 29607, and is identified as TMS #: 0263.00-01-011.06 (hereinafter the "Laurens Road AA Property").

2. Anderson Laurens Road ZZ, LLC, a South Carolina limited liability company ("Laurens Road ZZ"), is the owner of certain real property in the County of Greenville, South Carolina, which property is located at 2512 Laurens Road, Greenville, SC 29607, and is identified as TMS #: 0263.00-01-018.00 (hereinafter the "Laurens Road ZZ Property").

3. Respondent, Annacey Park Homeowners Association, Inc., a South Carolina nonprofit corporation (the "HOA"), is the owner of certain real property in the County of

Greenville, South Carolina, which property fronts on Henderson Road, and is identified as TMS #: 0263.02-01-104.00 (hereinafter the "HOA Property").

4. The HOA is made a party to this action in order that it can defend its direct interests in the HOA Property and also as the authorized representative of any appurtenant interests of the lot owners within the Annacey Park subdivision/group-development who are members of the HOA.

5. Respondent, City of Greenville (the "City"), is a municipality organized and existing in the County of Greenville pursuant to the laws of the State of South Carolina. The City is charged with maintaining public roads within the incorporated limits of the City of Greenville, and the City is joined to this action so that it can defend prescriptive, public rights in Kellett Drive, the roadway that is the subject of this action.

6. Kellett Drive is located off Laurens Road (aka U.S. Highway 276) within the City of Greenville and is approximately 25 feet wide and 520 feet long, as more particularly depicted on a plat attached and incorporated as **Exhibit A** hereto. The attached and incorporated **Exhibit B** hereto depicts the approximate boundaries of the Laurens Road AA Property, the Laurens Road ZZ Property, and the HOA Property relative to Kellett Drive.

7. The parties named in this action constitute all the adjoining property owners along Kellett Drive.

8. Based on the ownership or equitable interests described above and the real property locations, jurisdiction and venue before this Court are proper.

FOR A FIRST CAUSE OF ACTION
(Statutory Road Closure Petition)

9. Laurens Road AA and Laurens Road ZZ have instituted this action in accordance with the procedures described in S.C. Code Ann. §§ 57-9-10 to -40, for the purpose of formally foreclosing and abandoning any public rights to use, and any public obligations to maintain, Kellett Drive. Further, Petitioners bring this action to confirm record title to the underlying real property.

10. Petitioners have published notice of their intention to file this Petition once a week for three (3) consecutive weeks in *The Greenville News*, a newspaper of general circulation, published in Greenville County, South Carolina, as evidenced by an Affidavit of Publication and a copy of such the said Notice attached and incorporated as **Exhibit C** hereto.

11. Petitioners have caused signs with Notice of the Pending Closure Action to be posted at each terminus of Kellett Drive in compliance with requirements of S.C. Code Ann. § 57-9-10 and applicable regulations issued by the South Carolina Department of Transportation. Photographs and an affidavit confirming such posting are attached and incorporated as **Exhibit D** hereto.

12. Petitioners have further given notice of intent to file this action to the HOA (the only abutting property owner other than the Petitioners) by certified mail according to the requirements of S.C. Code Ann. § 57-9-10. A copy of Petitioners' certified letter to the HOA and the duly executed return receipts are attached and incorporated as **Exhibit E** hereto.

13. Petitioners submit and aver that abandonment and closure of Kellett Drive is essential to the productive development and safe utilization of the real property owned by

Petitioners, and such closure will not adversely affect access to public roads by owners of surrounding property or the general public.

14. Petitioners further allege that it is in the best interest of the City and the citizens and residents it represents that the right of way over Kellett Drive be ordered closed and abandoned, and upon such abandonment, fee simple title to the underlying real estate shall be declared vested in the Petitioner, Laurens Road AA, and the HOA in accordance with their respective, reversionary interests.

15. The reversionary interest of the HOA is limited to the 605-square-foot parcel identified as "Tract A" on **Exhibit A**. The reversionary interest of Laurens Road AA covers the entire remainder of Kellett Drive, being the 11,496-square-foot parcel identified as "Tract B" on **Exhibit A**.

WHEREFORE, Petitioners respectfully pray that the Court grant the following relief:

1. That the Court issue its Order directing that Kellett Drive be judicially closed and that all public rights for ingress, egress or regress over and upon Kellett Drive be permanently abandoned;

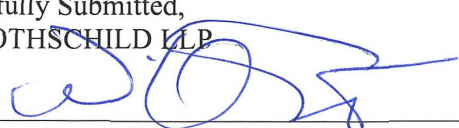
2. That the Court issue its Order declaring that Laurens Road AA, its successors and assigns, and the HOA, its successors and assigns, are the owners of the real property underlying Kellett Drive and are vested with fee simple title to such underlying real property in accordance with their respective reversionary interests, unencumbered by Kellett Drive and subject only to existing public or private utility easements or other matters of record;

3. That the Office of the Register of Deeds for Greenville County, South Carolina, be directed to record the Order issued by this Court in the records of said Office, indexed in the

Book of Deeds to Real Estate maintained in said Office, in the name of the City in the Grantor Index and in the name of Laurens Road AA and the HOA in the Grantee Index; and

4. For such other and further relief as the Court deems just and proper.

Respectfully Submitted,
FOX ROTHSCHILD LLP

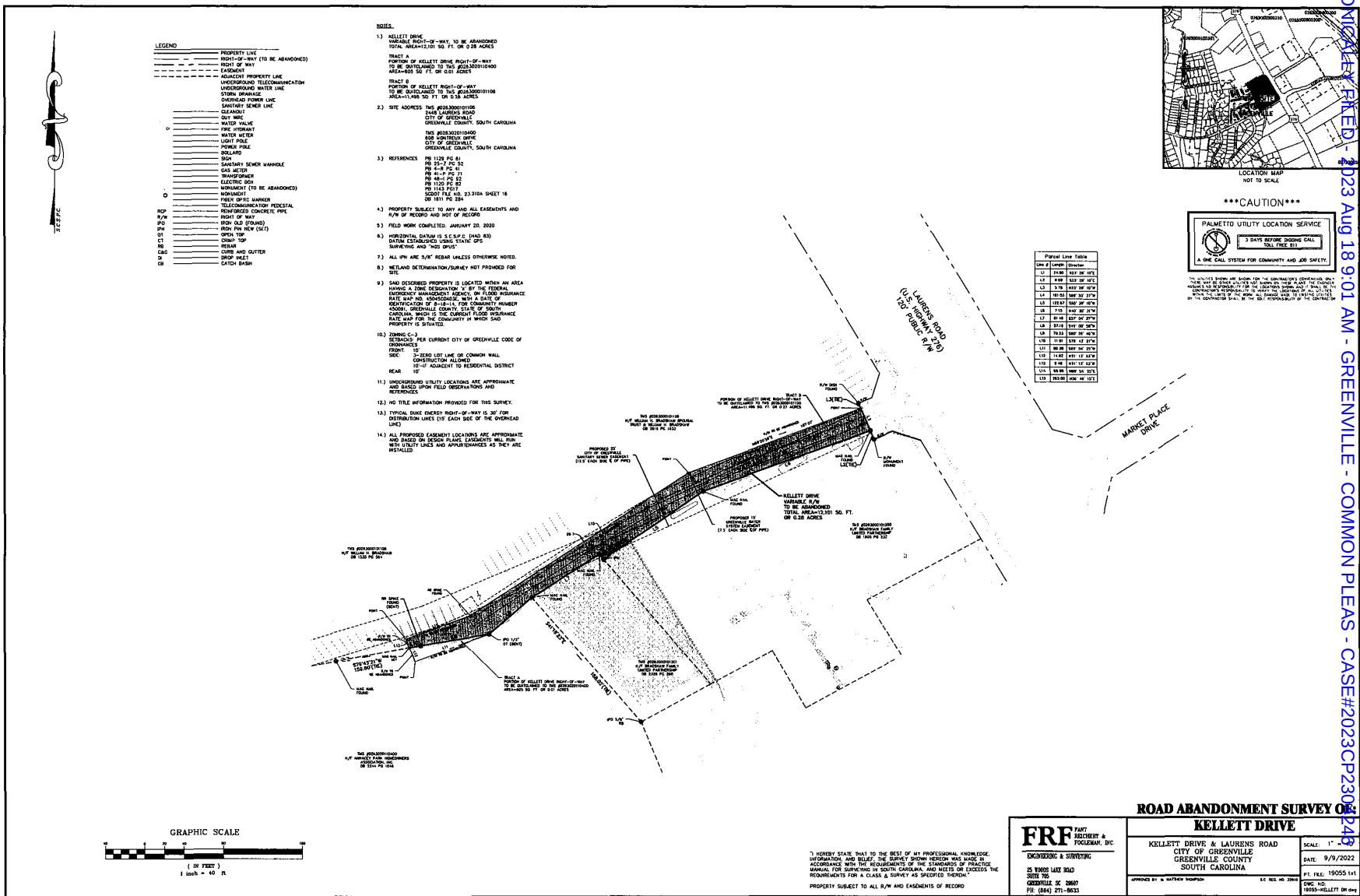


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Attorneys for Petitioners

Dated: 8/17, 2023

EXHIBIT A

ELECTRONICALLY FILED 2023 Aug 18 9:01 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP23000248



- 4.) PROPERTY SUBJECT TO ANY AND ALL EASEMENTS AND R/W OF RECORD AND NOT OF RECORD
- 5.) FIELD WORK COMPLETED: JANUARY 20, 2020
- 6.) HORIZONTAL DATUM IS S.C.S.P.C. (NAD 83)
DATUM ESTABLISHED USING STATIC GPS
SURVEYING AND "NGS OPUS"
- 7.) ALL IPN ARE 5/8" REBAR UNLESS OTHERWISE NOTED.
- 8.) WETLAND DETERMINATION/SURVEY NOT PROVIDED FOR SITE.
- 9.) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 45045C0403E, WITH A DATE OF IDENTIFICATION OF 8-18-14, FOR COMMUNITY NUMBER 450091, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 10.) ZONING: C-3
SETBACKS: PER CURRENT CITY OF GREENVILLE CODE OF ORDINANCES
FRONT: 10'
SIDE: 3--ZERO LOT LINE OR COMMON WALL CONSTRUCTION ALLOWED
10'-IF ADJACENT TO RESIDENTIAL DISTRICT
REAR: 10'
- 11.) UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND BASED UPON FIELD OBSERVATIONS AND REFERENCES.
- 12.) NO TITLE INFORMATION PROVIDED FOR THIS SURVEY.
- 13.) TYPICAL DUKE ENERGY RIGHT-OF-WAY IS 30' FOR DISTRIBUTION LINES (15' EACH SIDE OF THE OVERHEAD LINE).
- 14.) ALL PROPOSED EASEMENT LOCATIONS ARE APPROXIMATE AND BASED ON DESIGN PLANS. EASEMENTS WILL RUN WITH UTILITY LINES AND APPURTENANCES AS THEY ARE INSTALLED.

0263000101106
N/F WILLIAM H. BRADSHAW SPOUSAL
TRUST & WILLIAM H. BRADSHAW
DB 2616 PG 1633

0263000101106
N/F WILLIAM H. BRADSHAW SPOUSAL
TRUST & WILLIAM H. BRADSHAW
DB 2616 PG 1633

TMS #0263000101106
N/F WILLIAM H. BRADSHAW SPOUSAL
TRUST & WILLIAM H. BRADSHAW
DB 2616 PG 1633

PROPOSED 25'
CITY OF GREENVILLE
SANITARY SEWER EASEMENT
(12.5' EACH SIDE OF PIPE)

TRACT B
PORTION OF KELLETT DRIVE RIGHT-OF-WAY
TO BE QUITCLAIMED TO TMS #0263000101100
AREA=11,496 SQ. FT. OR 0.27 ACRES

KELLETT DRIVE
VARIABLE R/W
TO BE ABANDONED
TOTAL AREA=12,101 SQ. FT.
OR 0.28 ACRES

PROPOSED 15'
GREENVILLE WATER
SYSTEM EASEMENT
(7.5' EACH SIDE OF PIPE)

TMS #0263000101200
N/F BRADSHAW FAMILY
LIMITED PARTNERSHIP
DB 1805 PG 232

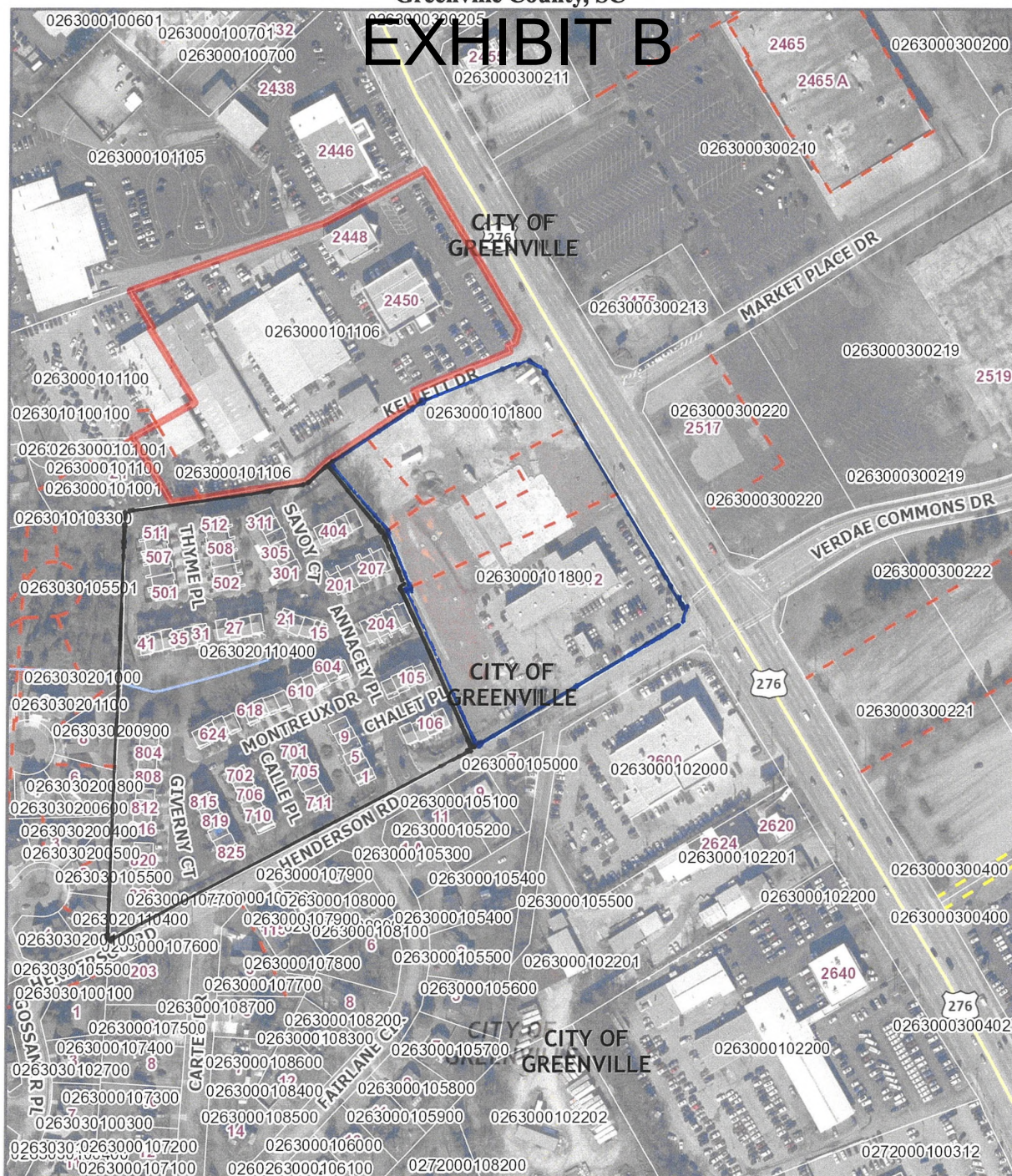
TMS #0263000101301
N/F BRADSHAW FAMILY
LIMITED PARTNERSHIP
DB 2326 PG 280

TRACT A
PORTION OF KELLETT DRIVE RIGHT-OF-WAY
TO BE QUITCLAIMED TO TMS #0263020110400
AREA=605 SQ. FT. OR 0.01 ACRES

LAURENS ROAD
(U.S. HIGHWAY 216)
120' PUBLIC R/W

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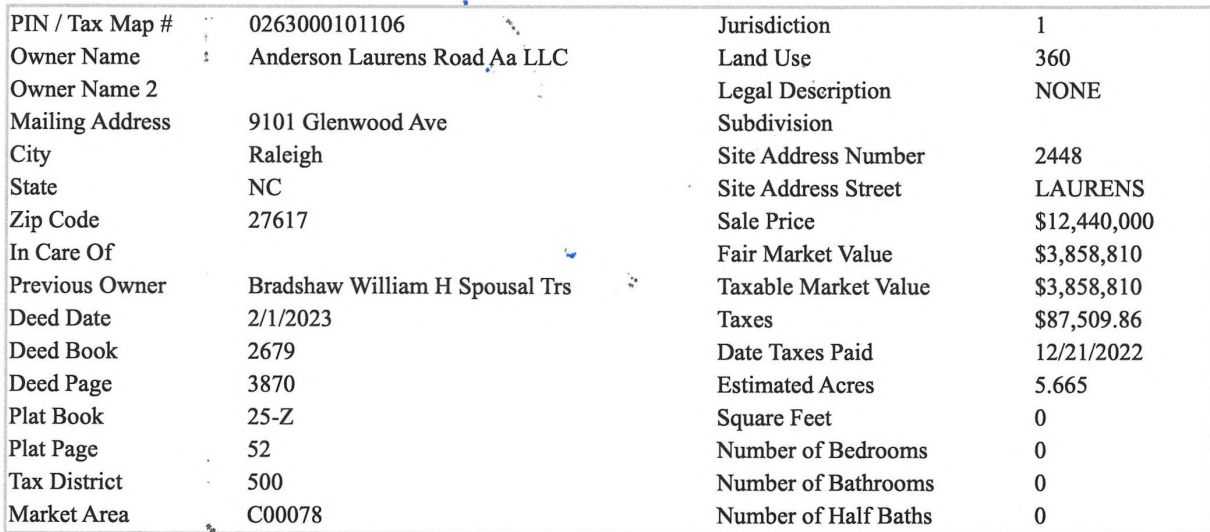
0263000390205
EXHIBIT B



Disclaimer: This Map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are compiled from recorded deeds, plats, and other public records. Users of this map are hereby notified aforementioned public primary information sources should be consulted for verification of the information contained in this map. Greenville County assumes no legal responsibility for the information contained in this map.

Map Scale
1 inch = 267 feet
8/15/2023

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Map Scale
1 inch = 267 feet
8/15/2023

Greenville County, SC



PIN / Tax Map #	0263000101800	Jurisdiction	1
Owner Name	Anderson Laurens Road Zz LLC	Land Use	360
Owner Name 2		Legal Description	NONE
Mailing Address	9101 Glenwood Ave	Subdivision	
City	Raleigh	Site Address Number	2512
State	NC	Site Address Street	LAURENS
Zip Code	27617	Sale Price	\$7,442,677
In Care Of		Fair Market Value	\$3,111,690
Previous Owner	Bradshaw Family Limited Partne	Taxable Market Value	\$3,111,690
Deed Date	2/1/2023	Taxes	\$52,928.05
Deed Book	2679	Date Taxes Paid	12/21/2022
Deed Page	3919	Estimated Acres	5.6
Plat Book	1428	Square Feet	0
Plat Page	62	Number of Bedrooms	0
Tax District	500	Number of Bathrooms	0
Market Area	C00078	Number of Half Baths	0



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Map Scale
1 inch = 267 feet
8/15/2023

Greenville County, SC



PIN / Tax Map #	0263020110400	Jurisdiction	1
Owner Name	Annacey Park Homeowners Assoc	Land Use	1181
Owner Name 2		Legal Description	NONE
Mailing Address	Po Box 16059	Subdivision	Annacey Park
City	Greenville	Site Address Number	608
State	SC	Site Address Street	MONTREUX
Zip Code	29606	Sale Price	\$0
In Care Of	Hoa Community Management	Fair Market Value	\$3,530
Previous Owner	McCar Homes-greenville LLC	Taxable Market Value	\$3,530
Deed Date	12/29/2006	Taxes	\$72.17
Deed Book	2244	Date Taxes Paid	11/28/2022
Deed Page	1046	Estimated Acres	7.046
Plat Book	42-L	Square Feet	0
Plat Page	7	Number of Bedrooms	0
Tax District	500	Number of Bathrooms	0
Market Area	000954	Number of Half Baths	0



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Map Scale
1 inch = 267 feet
8/15/2023

EXHIBIT C

 **LocaliQ**
Georgia/North Carolina
South Carolina
GANNETT

PO Box 631697 Cincinnati, OH 45263-1697

PROOF OF PUBLICATION

GREENVILLE OFFICE FOX ROTHSCHI
2000 Market Street 20th Floor
Philadelphia PA 19103-3222

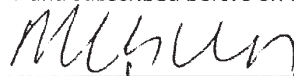
STATE OF WISCONSIN, COUNTY OF BROWN

Being duly sworn, doth depose and say that she/he is an authorized representative of The Greenville News, a newspaper published in South Carolina; and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

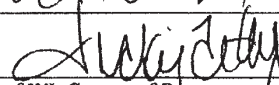
06/30/2023, 07/07/2023, 07/14/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 07/14/2023



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$220.32

Order No: 8989120

of Copies:

Customer No: 970482

-1

PO #: LGSC0012745

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

ELECTRONICALLY FILED - 2023 Aug 18 9:01 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2304246

LEGAL NOTICE -
ABANDONMENT OF KELLETT DRIVE

NOTICE IS HEREBY GIVEN that Anderson Laurens Road ZZ, LLC and Anderson Laurens Road AA, LLC (together, the "Petitioners") intend to file a Petition pursuant to South Carolina Code Section 57-9-10, et seq., in the Court of Common Pleas for Greenville County, requesting that the Court order the abandonment of the remaining (dead-end) portion of a road known as Kellett Drive. Such portion extends for a distance of approximately 702 linear feet in a southwesterly direction from Laurens Road (U.S. Hwy 276), consists of approximately 0.28 acres, and is bounded by property of the Petitioners, property of Annacey Park Homeowners Association, Inc. and U.S. Hwy. 276 a/k/a Laurens Road. This is the same portion of Kellett Drive noticed for abandonment by the City of Greenville on February 28, 2022. The Petition to be filed will request that the Court order the abandonment of the above-described road right of way and that title after abandonment shall be vested in accordance with law, but such title shall be made subject to easements for utilities lying within Kellett Drive.

Questions or comments may be directed to and a copy of relevant plats and plans obtained from William B. Swent, Esq. of Fox Rothschild, LLP, attorney for Petitioners, by contacting him at the following address: 2 West Washington Street, Suite 1100, Greenville, SC 29601.

June 30, July 7, 14 2023 LGSC0012745

EXHIBIT D

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF GREENVILLE)

AFFIDAVIT OF POSTING
(City of Greenville Road Closure Petition:
Kellett Drive)

PERSONALLY appeared before me, Joseph A. Roberts, who being duly sworn, says:

1. I am a long-term employee of the law firm Fox Rothschild LLP (“Fox”) and its predecessor law firms.

2. Fox represents Anderson Laurens Road AA, LLC and Anderson Laurens Road ZZ, LLC (collectively, the “Anderson Dealership Entities”), which Anderson Dealership Entities own certain real property bearing physical the addresses 2512 and 2448 Laurens Road in the City of Greenville, South Carolina (each a “Property” and together, the “Properties”).

3. This Affidavit is given in support of the Anderson Dealership Entities’ petition to the Greenville County Court of Common Pleas (the “Petition”) for closure/abandonment of public rights in and to Kellett Drive, a 520-foot-long stub of road that intersects with Laurens Road and generally runs between the Properties. This Affidavit is further submitted in compliance with S.C. Code Ann. § 57-9-10 (2006) and applicable regulations issued by the South Carolina Department of Transportation.

4. I aver and declare that Kellet Drive has been properly posted with the signs indicating an intent to file the Petition. Such signs were installed on July 31, 2023 in locations approved by the City of Greenville’s Assistant Engineer, Eddie Littleton. Photos attached and incorporated as part of this Affidavit reflect the content of the signs and positions of postings. The said signs have continuously remained on the Property and are currently present there.

{Signature Appears on the Following Page}

FURTHER, AFFIANT SAYETH NOT.



Joseph A. Roberts

SWORN to before me this
16TH day of AUGUST, 2023



(SEAL)

Notary Public for South Carolina
My Commission Expires: 6/7/2023

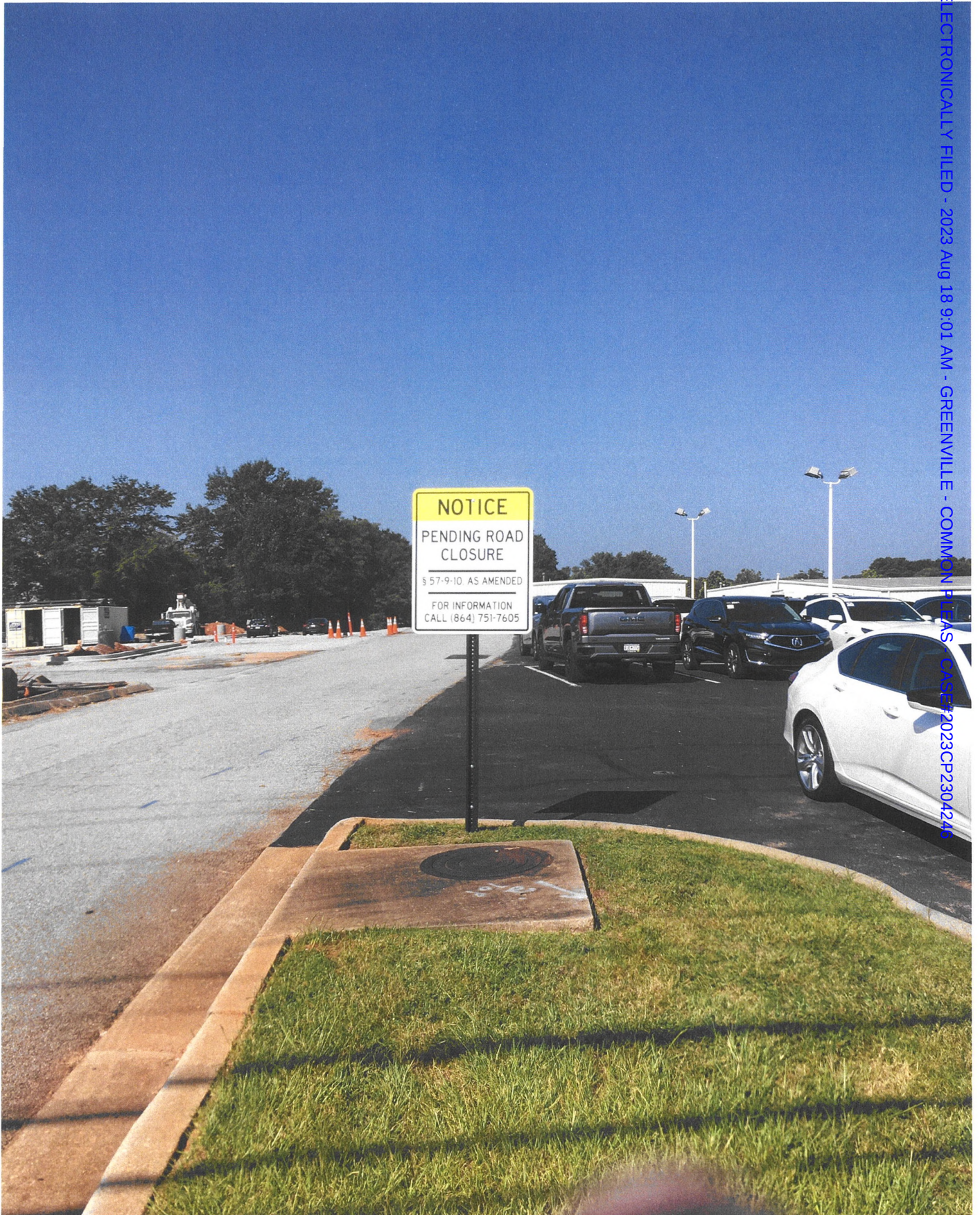




EXHIBIT E



Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

Suite 1100
2 W. Washington Street
Greenville, SC 29601
Tel 864.751.7600 Fax 864.751.7800
WWW.FOXROTHSCHILD.COM

June 26, 2023

WILLIAM B. SWENT
Direct No: 864.751.7605
Email: WSwent@Foxrothschild.com

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Annacey Park Homeowners Association, Inc.
c/o C. Dan Joyner Property Management
735 N. Pleasantburg Drive
Greenville, SC 29607

RE: Kellett Drive Road Closing

Dear Sir or Madam:

This letter is to provide you with notice of the intention of Anderson Automotive Group and its affiliated holding companies, Anderson Laurens Road ZZ, LLC and Anderson Laurens Road AA, LLC (collectively, the "Petitioners") to file a Petition in the Court of Common Pleas for Greenville County, pursuant to Section 57-9-10, et seq., of the South Carolina Code 1976, as amended, requesting that the Court order an abandonment and termination of any public interests in Kellett Drive as are found to legally exist. Enclosed is a copy of the Notice which has been or will be published in the *Greenville News* and in which the public interests at issue are described in greater detail. Anticipating that the public interests in the dead-end Kellett Drive will be terminated, I submit that ownership of the underlying land will revert to Annacey Park HOA and the Petitioners according to their derivative title interests.

Yours very truly,

A handwritten signature in blue ink, appearing to be 'W. Swent', written over the typed name.

William B. Swent

Enclosures

cc: HOA Community Management
P.O. Box 16059
Greenville, SC 29606

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Massachusetts Minnesota Missouri
Nevada New Jersey New York North Carolina Oklahoma Pennsylvania South Carolina Texas Washington

ELECTRONICALLY FILED - 2023 Aug 18 9:01 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2304246

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that Anderson Laurens Road ZZ, LLC and Anderson Laurens Road AA, LLC (together, the "Petitioners") intend to file a Petition pursuant to South Carolina Code Section 57-9-10, et seq., in the Court of Common Pleas for Greenville County, requesting that the Court order the abandonment of the remaining (dead-end) portion of a road known as Kellett Drive. Such portion extends for a distance of approximately 702 linear feet in a southwesterly direction from Laurens Road (U.S. Hwy 276), consists of approximately 0.28 acres, and is bounded by property of the Petitioners, property of Annacey Park Homeowners Association, Inc. and U.S. Hwy. 276 a/k/a Laurens Road. This is the same portion of Kellett Drive noticed for abandonment by the City of Greenville on February 28, 2022. The Petition to be filed will request that the Court order the abandonment of the above-described road right of way and that title after abandonment shall be vested in accordance with law, but such title shall be made subject to easements for utilities lying within Kellett Drive.

Questions or comments may be directed to and a copy of relevant plats and plans obtained from William B. Swent, Esq. of Fox Rothschild, LLP, attorney for Petitioners, by contacting him at the following address: 2 West Washington Street, Suite 1100, Greenville, SC 29601.

Receipt (Form 3811) Barcode  6 9904 2181 1717 51		COMPLETE THIS SECTION ON DELIVERY A. Signature ☐ Agent X <i>Am</i> ☐ Addressee B. Received by (Printed Name) <i>Averie</i> C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
Sent to: PARK HOA, INC. JOINER PROPERTY MGMT SANTBURG DRIVE E, SC 29607		3. Service Type: ☒ Certified Mail 355033.00002 - Reference Information AUTOMOTIVE  JEN W SWENT	
Form 3800) Article Number 6 9904 2181 1717 58 dm/index.php		Domestic Return Receipt	

Receipt (Form 3811) Barcode  66 9904 2181 1717 68		COMPLETE THIS SECTION ON DELIVERY A. Signature ☐ Agent X <i>Am</i> ☐ Addressee B. Received by (Printed Name) <i>Averie</i> C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
Sent to: MUNITY MANAGEMENT 16059 LE, SC 29606		3. Service Type: ☒ Certified Mail 355033.00002 - Reference Information  WBS JKK	
Form 3800) Article Number dm/index.php 1717 65 icsimile, July 2015		Domestic Return Receipt	

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	
	)	2023CP23-04246
Anderson Laures Road AA, LLC	)	
and Anderson Laures Road ZZ,	)	
LLC,	)	
Plaintiff(s),	)	
	)	
vs.	)	ANSWER
	)	
Annacey Park Homeowners	)	
Association, Inc. and the City of	)	
Greenville	)	
Defendant(s).	)	
	)	

Annacey Park Homeowners Association, Inc. (hereinafter “Defendant HOA”), hereby submits this Answer to Plaintiff’s Complaint and would respectfully show unto the Court and allege as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Complaint not herein specifically admitted is hereby denied.
2. Upon information and belief, Defendant HOA admit the allegations contained in Paragraph 1.
3. Upon information and belief Defendant HOA admit the allegation contained in Paragraph 2.
4. Defendant HOA admit the allegations contained in Paragraph 3.
5. No response is required from Defendant HOA to the allegations contained in Paragraph 4, however, to the extent a response is required the allegations are denied.
6. Upon information and belief Defendant HOA admits the allegations contained in Paragraph 5 to the extent it alleges that the City of Greenville is a municipality located in Greenville County and is charged with maintaining the public roads within the city limits. However, Defendant HOA is currently without sufficient information or knowledge to admit or deny any other allegations contained in Paragraph 5.

7. Upon information and belief, Defendant HOA admits the allegations contained in Paragraph 6.

8. With the exception of the individual Lot Owners located within Annacey Park Subdivision, Defendant HOA, upon information and belief, admits the allegations contained in Paragraph 7.

9. Upon information and belief, Defendant HOA admits the allegations contained in Paragraph 8.

10. Defendant HOA asserts no response is required to Paragraph 9 as it merely states the purpose of this action. To the extent a response is required, it is denied.

11. Defendant HOA is currently without information and knowledge sufficient to admit or deny the allegations contained in Paragraph 10. Further, Defendant HOA denies any allegations inconsistent with information contained in Exhibit C.

12. Upon information and belief, Defendant HOA admits the allegations contained in Paragraph 11, to the extent that it alleges, signage regarding the potential road foreclosure has been posted. There remaining allegations constitute a legal conclusion to which no response is required from Defendant HOA. To the extent a response is required, the allegations are denied.

13. Defendant HOA admits the allegations contained in Paragraph 12 to the extent that it received a letter concerning the intent to seek road closure. The remaining allegations contain a legal conclusion to which no response is required from Defendant HOA. To the extent a response is required, the allegations are denied.

14. Defendant HOA denies the allegations contained in Paragraph 13.

15. Defendant HOA denies the allegations contained in Paragraph 14.

16. Defendant HOA is currently without sufficient knowledge or information sufficient to admit or deny the allegations

17. .

WHEREFORE, having fully set forth its Answer to Plaintiff's Complaint, the Defendants pray that this honorable Court will:

- a) Dismiss the Plaintiff's Complaint with prejudice with costs and attorney's fees being granted to Defendants;
- b) Enter judgment in favor of the Defendants;

- c) Award Defendants such other and further relief that the Court deems just and proper.

Babb, Bixler and Dollar

BY: s/A. Lyon Bixler
A. Lyon Bixler, SC Bar No. 100543
Everette H. Babb, SC Bar No. 452
Patrick O. Dollar, SC Bar No. 101719
Attorney for the Defendant
Bixler and Dollar, LLC
505 W. Butler Road
Greenville, South Carolina 29607
(864) 422-0022

Greenville, South Carolina
June 29, 2023

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
	)	
	)	
Anderson Laurens Road AA, LLC and	)	C.A. No. 2023-CP-23-04246
Anderson Laurens Road ZZ, LLC,	)	
	)	
Petitioners	)	
	)	ANSWER
v.	)	
	)	
Annacey Park Homeowners Association,	)	
Inc. and the City of Greenville,	)	
	)	
Respondents.	)	

The City of Greenville, answering the allegations of the Petition herein, responds as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Petition which is not hereinafter specifically admitted, modified or explained, is denied.
2. Respondent City of Greenville lacks sufficient information and knowledge either to admit or deny the allegations of paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12 13, 14, and 15, and therefore, denies same.
3. Respondent City of Greenville admits the allegations of paragraph 5, but denies that it claims any interest in Kellett Drive apart from existing and planned public utility easements. Accordingly, Respondent City of Greenville does not object to the closure Kellett Drive, subject, however, to the aforementioned easement rights.

WHEREFORE, having fully answered the Petition, Respondent City of Greenville does not oppose the relief sought in the Petition, providing that the City of Greenville's existing and

planned public utilities easement rights are preserved, and prays the Court take whatever action it deems just and appropriate in this matter.

Respectfully submitted,
OFFICE OF THE CITY ATTORNEY

By: s/Michael J. Spinelli
Michael J. Spinelli, SC Bar No. 100762
mspinelli@greenvillesc.gov
206 South Main Street (29601)
Post Office Box 2207
Greenville, SC 29602
T: 864.467.4421
F: 864.467.4424

COUNSEL FOR RESPONDENT
CITY OF GREENVILLE

Greenville, South Carolina
October 6, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Anderson Laurens Road AA, LLC and	)	C.A. No. 2023-CP-23-04246
Anderson Laurens Road ZZ, LLC,	)	
	)	
Petitioners,	)	STIPULATION OF FACTS
	)	
v.	)	
	)	
Annacey Park Homeowners Association,	)	
Inc. and the City of Greenville,	)	
	)	
Respondents.	)	
_____	)	

The undersigned parties hereby so stipulate and agree that for purposes of this matter the trier of fact shall treat the following as true and proven beyond a reasonable doubt:

1. Petitioner, Anderson Laurens Road AA, LLC, is the holder of the reversionary interest for that portion of real property underlying Kellett Drive located in the City of Greenville, South Carolina, identified as Tract B, containing 11,496 sq. ft. or 0.27 acres, depicted on that certain Road Abandonment Survey of: Kellett Drive, prepared by Fant Reichert & Fogleman, Inc. dated September 9, 2022, a copy of which is attached hereto as **Exhibit A**.

2. Respondent, Annacey Park Homeowners Association, Inc., is the holder of the reversionary interest for that portion of real property underlying Kellett Drive located in the City of Greenville, South Carolina, identified as Tract A, containing 605 sq. ft or 0.01 acres, depicted on that certain Road Abandonment Survey of: Kellett Drive, prepared by Fant Reichert & Fogleman, Inc. dated September 9, 2022, a copy of which is attached hereto as **Exhibit A**.

3. The written statements attached hereto as **Exhibit B** are hereby stipulated to be declarations by residents of Annacey Park subdivision and members of the Annacey Park Homeowners Association, Inc. (the "HOA") and admission into evidence by the HOA at any

evidentiary hearing in this matter shall be made without objection as to foundation, truth, or authenticity.

WE SO STIPULATE.

Dated this 5th day of April, 2024.

FOX ROTHSCHILD LLP

/s/ William B. Swent
William B. Swent, S.C. Bar No. 13519
Aimee V. Leary, S.C. Bar No. 100657
Fox Rothschild LLP
2 W. Washington Street, Suite 1100
Greenville, SC 29601-2784
Tel: 864-751-7600
Fax: 864-751-7800
WSwent@FoxRothschild.com
ALeary@FoxRothschild.com
Attorneys for Petitioners

Babb, Bixler and Dollar

/s/ A. Lyon Bixler
A. Lyon Bixler, SC Bar No. 100543
Everette H. Babb, SC Bar No. 452
Patrick O. Dollar, SC Bar No. 101719
Attorney for the Defendant
Bixler and Dollar, LLC
505 W. Butler Road
Greenville, South Carolina 29607
(864) 422-0022

Counsel for Respondent
Annacey Park Homeowners Association, Inc.

OFFICE OF THE CITY ATTORNEY

/s/ Michael J. Spinelli
Michael J. Spinelli, SC Bar No. 100762
mspinelli@greenvillesc.gov
206 South Main Street (29601)
Post Office Box 2207
Greenville, SC 29602
T: 864.467.4421
F: 864.467.4424
COUNSEL FOR RESPONDENT
CITY OF GREENVILLE

Greenville, South Carolina

EXHIBIT A

(see attached)

- (8.) WETLAND DETERMINATION/SURVEY NOT PROVIDED FOR SITE.
- (9.) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 45045-0403E, WITH A DATE OF 01/01/80, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- (10.) ZONING: C-3
SETBACKS: PER CURRENT CITY OF GREENVILLE CODE OF ORDINANCES
FRONT: 10'
SIDE: 3'-ZERO LOT LINE OR COMMON WALL
CONSTRUCTION ALLOWED
10'-IF ADJACENT TO RESIDENTIAL DISTRICT
REAR: 10'
- (11.) UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE BASED UPON FIELD OBSERVATIONS AND REFERENCES.
- (12.) NO TITLE INFORMATION PROVIDED FOR THIS SURVEY.
- (13.) TYPICAL DUKE ENERGY RIGHT-OF-WAY IS 30' FOR DISTRIBUTION LINES (15' EACH SIDE OF THE OVERHEAD LINE).
- (14.) ALL PROPOSED EASEMENT LOCATIONS ARE APPROXIMATE AND BASED ON DESIGN PLANS. EASEMENTS WILL RUN WITH UTILITY LINES AND APPURTENANCES AS THEY ARE INSTALLED.

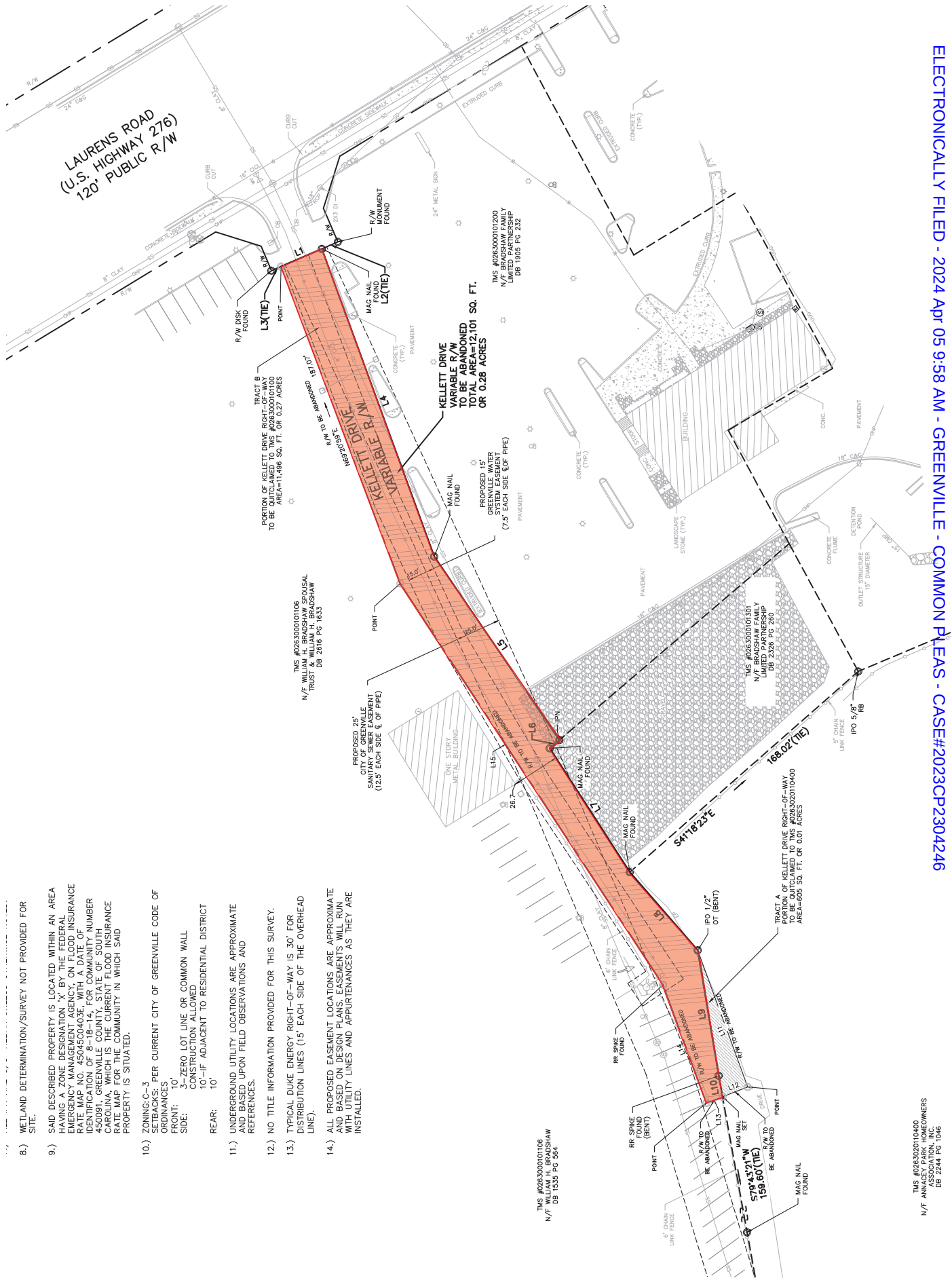


EXHIBIT B

(see attached)

44000

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE



As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Jordan Heidtman Date 9/20/23
Owner Signature [Signature] Date 9/20/23
Street Address 101 Calle Place

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ELECTRONICALLY FILED - 2024 Apr 05 9:58 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2304246

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name James & Sharon Bishop Date 9-30-23
Owner Signature [Signature] Date 9-30-23
Street Address 501 Thyme Ave Greenville SC

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

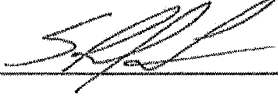
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

44000

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name 5 Paul Swenson Date 9/25/23
Owner Signature  Date 9/25/23
Street Address 709 Calle Place, Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

44000

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Lynette Dezza (L+W Property Mgmt) Date 9/19/23
Owner Signature [Signature] Date 9/19/23
Street Address 406 Chamonix Court

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
HOMEOWNER BALLOT
2023**

KELLETT DRIVE ROAD CLOSING:

Proposed Closure _____ For ☒ Against

Owner Signature Craig St. Denis Date 21SEP2023

Owner Signature [Signature] Date 21SEP2023

Street Address 31 Annacey Place

Please return completed form to:
Board of Directors
Annacey Park HOA

Or Mail or email to :

Jenny McCall

vmccall@cdanjoyner.com

C. Dan Joyner Property Management
PO Box 16059
Greenville, SC 29606

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

44000

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name MARTIN AUSLANDER Date 9/19/2023

Owner Signature  Date 9/19/2023

Street Address 15 ANNACEY PLACE

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Lutes Holdings Date 9/19/23
Owner Signature Dawn Lincavage Date 9/19/23
Street Address 9 Annacey Place

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

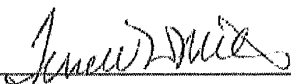
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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Terrell Mills Date 9/17/2023

Owner Signature  Date 9/17/2023

Street Address 510 Thyme Place, Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name SUSAN E COLLINS Date 11/20/23
Owner Signature Susan E Collins Date 11/20/23
Street Address 106 chalet Place

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

44000

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name

Cassey Amato

Date

9/11/23

Owner Signature

Cassey Amato

Date

9/11/23

Street Address

825 Givens Ct. Greenville, SC 29607

Please return completed form to:

C. Dan Joyner Property Management

Annacey Park HOA

PO Box 16059

Greenville, SC 29606

(stamped envelope enclosed)

OR email to :

Jenny McCall

Thank you for your participation,

Annacey Park HOA Board

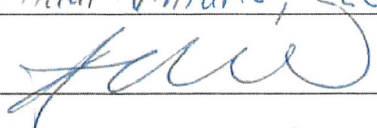
Jenny McCall, CMCA, AMS

Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Jamie Wheeler
Matthew Dickson
Owner Print Name (Tidal Ventures, LLC) Date 9/23/23
Owner Signature  Date 9/23/23
Street Address 23 Annacey Place

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Julie E. West Date 09/20/2023
Owner Signature Julie E. West Date 09/20/2023
Street Address 41 Annacey Place

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

44000

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name ILKA St. Denis Date 9/18/2023

Owner Signature ILKA St. Denis Date 9/18/2023

Street Address 506 Thyme Place Greenville SC 29607

Please return completed form to:

C. Dan Joyner Property Management

Annacey Park HOA

PO Box 16059

Greenville, SC 29606

(stamped envelope enclosed)

OR email to:

Jenny McCall

jmccall@cdanjoyner.com

Thank you for your participation.

Annacey Park HOA Board

Jenny McCall, CMCA, AMS

Community Association Manager

44000

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name James R. Brannan Date Sept. 20, 2023

Owner Signature James R. Brannan Date Sept. 20, 2023

Street Address 820 Giverny Ct., Greenville, SC 29607

Please return completed form to:

C. Dan Joyner Property Management

Annacey Park HOA

PO Box 16059

Greenville, SC 29606

(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

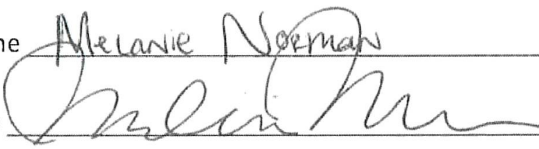
Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Melanie Norman Date 09/23/23

Owner Signature  Date 09/23/23

Street Address 33 ANNACEY PL

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name KATHERINE MCKENZIE Date 9/18/23
Owner Signature Katherine McKenzie Date 9/18/23
Street Address 207 CHARDON PLACE

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
jmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Beverly Ashmore Date 9/19/23
Owner Signature Beverly Ashmore Date 9/19/23
Street Address 204 Chardon Place Greenville SC
29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Karen Durfee Date 9-21-2023
Owner Signature Karen Durfee Date 9-21-2023
Street Address 202 Chardon Place, Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name MARY WEINBERGER Date 9/25/2023

Owner Signature Mary Weinberger Date 9/25/2023

Street Address 209 CHARDON PL, GREENVILLE SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Anne Lee Buck Date 09/25/23

Owner Signature Anne Lee Buck Date 09/25/23

Street Address 205 Chardon Place, Greenville 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
jmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Allen McCalla Date 9/25/23
Owner Signature [Signature] Date 9/25/23
Street Address 206 Chardon Place 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name R. Bates Kennedy Date 9/22/23

Owner Signature R. Bates Kennedy Date 9/22/23

Street Address 201 & 203 Chandler Place, Gt, S.C. 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

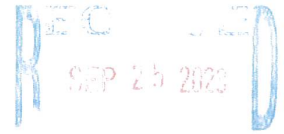
Owner Print Name Kyle Goff Date 09/20/2023
Owner Signature [Signature] Date 09/20/2023
Street Address 620 Monticux Drive Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
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Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Hollie Jenkins Date 9/21/23
Owner Signature Hollie Jenkins Date 9/21/23
Street Address 602 Montreux DR., Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name ~~Carie C. Gregory~~ Carie C. Gregory Date 9/21/23
Owner Signature Carie C. Gregory Date 9/21/23
Street Address 622 Montreux Dr. Greenville SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name JAMES T EMEIDGE Date 9/29
Owner Signature [Signature] Date 9/29
Street Address 618 MONTREUX DRIVE

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Scott M. Johnson Date 26 Sept 2023
Owner Signature [Signature] Date 26 Sept 2023
Street Address 604 Montreux Drive
Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Amy Allen Date 09/28/2023
Owner Signature Amy Allen Date 09/28/2023
Street Address 610 Montreux Dr. Giville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Pamela Ortega Date 09/19/23

Owner Signature *Pamela Ortega* Date 09/19/23

Street Address 307 Savoy Ct. Greenville SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Debra Foote Date 9/20/23
Owner Signature Debra Foote Date 9/20/23
Street Address 301 SAUNDY CT. Greenville SC
29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Kathleen Carter Date 9/20/23
Owner Signature [Signature] Date 9/20/23
Street Address 303 Savoy Court

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

Thank you!

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

4-1000

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett
Drive Road Closure.

Owner Print Name

Jessica D. Tava

Date 09/28/2023

Owner Signature

Jessica D. Tava

Date 09/28/2023

Street Address 309 SAVOY COURT GREENVILLE SC 29607

Please return completed form to:

C. Dan Joyner Property Management

Annacey Park HOA

PO Box 16059

Greenville, SC 29606

(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,

Annacey Park HOA Board

Jenny McCall, CMCA, AMS

Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Angela Hebert Hayden Date 10/15/2023
Owner Signature Angela Hebert Hayden Date 10/15/2023
Street Address 826 Giverny Court

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Adam Wilczewski Date 9/28/23
Owner Signature Adam S. Wilczewski Date 9/28/23
Street Address 823 GIVERNY CT GREENVILLE SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Haley Ranson Date 9/20/23
Owner Signature Haley Ranson Date 9/20/23
Street Address 818 Giverny Ct.

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Jim Harris Date 9/20/2023
Owner Signature  Date 9/20/2023
Street Address 816 Giverny Ct

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Victoria Dew Date 9/20
Owner Signature *Victoria Dew* Date 9/20
Street Address 812 Giverny Court Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Sahar Abdelbagi Date 09/20/2023

Owner Signature Sahar Date 09/20/2023

Street Address 817 Giverny CT, Greenville SC 29607

Please return completed form to:

C. Dan Joyner Property Management

Annacey Park HOA

PO Box 16059

Greenville, SC 29606

(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,

Annacey Park HOA Board

Jenny McCall, CMCA, AMS

Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Brett Battistini Date 9/18/23

Owner Signature  Date 9/18/23

Street Address 814 Giverny Court

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Susan Kines Date 9-17-23
Owner Signature Susan Kines Date _____
Street Address 821 Giverny Court Greenville, SC

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
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vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name MARK WOODLEY Date 9/18/23

Owner Signature [Signature] Date 9/18/23

Street Address 507 THYME PL.

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
jmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Buist Lide Date 9/20/23
Owner Signature Buist Lide Date 9/20/23
Street Address 504 Thyme Place

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Mary Brittany Putman Date 9-20-23

Owner Signature Mary Brittany Putman Date 9-20-23

Street Address 508 Thyme Pl Greenville, SC 29607

Please return completed form to:

C. Dan Joyner Property Management

Annacey Park HOA

PO Box 16059

Greenville, SC 29606

(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,

Annacey Park HOA Board

Jenny McCall, CMCA, AMS

Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name DANA CONNER Date 9.25.23
Owner Signature [Signature] Date 9.25.23
Street Address 512 Thyme Pl
GREENVILLE, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Emily Rapp Date 9/17/2023

Owner Signature Emily Rapp Date 9/17/2023

Street Address 505 Thyme Place

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall

vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING**

2023

HOMEOWNER SIGNATURE PAGE :

As a homeowner at Annacey Park; I am against the Kellett Drive Road Closure.

Owner Print Name Toni Brookshire Date 10/5/23
Owner Signature T Brookshire Date 10/5/23
Street Address 3 Annacey Pl.

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall

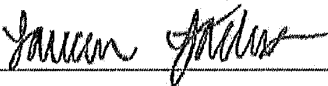
jmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

44000

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Lauren Tackett Date 9/18/23
Owner Signature  Date 9/18/23
Street Address 21 Annacey Place, Greenville, SC, 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
jmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Tina Colgan Date 9/23/23
Owner Signature Tina Colgan Date 9/23/23
Street Address 29 Annacey Place, Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Christina Vaughan Date 9/21/23
Owner Signature Christa Vaughn Date 9/21/23
Street Address 35 Annacey Place, Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Gray Whyte Date 9.28.23

Owner Signature Gray Whyte Date 9.28.23

Street Address 37 Annacey Place Greenville SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

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**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Rae Wilson Date 07/13/23
Owner Signature [Signature] Date 07/13/23
Street Address 704 Call Pine

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLEY DRIVE ROAD CLOSING
2023
HOA OWNER SIGNATURE PAGE**

As a homeowner at Annacey Park I am against the Kelley Drive Road Closure.

Owner Print Name Douglas T. Martin Date 9/21/23

Owner Signature [Signature] Date 9/21/23

Street Address 711 Calle Placa

Please return completed form to:
C. Day Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29616
(stamped envelope enclosed)

OR mail to:
Jerry McCall
annacey@att.net (919) 287-4921

Thank you for your participation.
Annacey Park HOA Board
Jerry McCall, CMAA, AMS
Community Association Manager

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44000

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Alfred J. Twardog Date 9/19/23

Owner Signature Alfred J. Twardog Date 9/19/23

Street Address 765 Call Place, Greenville SC 29607

Please return completed form to:

C. Dan Joyner Property Management

Annacey Park HOA

PO Box 16059

Greenville, SC 29606

(stamped envelope enclosed)

OR email to :

Jenny McCall

jmccall@cdanjoyner.com

Thank you for your participation,

Annacey Park HOA Board

Jenny McCall, CMCA, AMS

Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Joshua McDonald Date 9/25/2023
Owner Signature [Signature] Date 9/25/2023
Street Address 702 Calle Place Greenville

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

44000

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett
Drive Road Closure.

Owner Print Name

Marc Gast Date 9/20/23

Owner Signature



Date 9/20/23

Street Address

404 Chamonix Ct

Please return completed form to:

C. Dan Joyner Property Management

Annacey Park HOA

PO Box 16059

Greenville, SC 29606

(stamped envelope enclosed)

OR email to :

Jenny McCall

jmccall@cdanjoyner.com

Thank you for your participation,

Annacey Park HOA Board

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Kim Carroll Date Sept 20/2023
Owner Signature Kim Carroll Date Sept 20, 2023
Street Address 105 Chabed PL

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023**

HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Philip P Forrester Jr. Date 9-21-23
Owner Signature [Signature] Date 9-21-23
Street Address 101 Chalet Place Greenville, SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

**ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE**

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Paul Swenson Date 9/25/23
Owner Signature  Date 9/25/23
Street Address 107 Chalet Place, Greenville SC 29607

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :
Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager

ANNACEY PARK
KELLETT DRIVE ROAD CLOSING
2023
HOMEOWNER SIGNATURE PAGE

As a homeowner at Annacey Park, I am against the Kellett Drive Road Closure.

Owner Print Name Leigha Herrert Date 9/22/23
Owner Signature Leigha Herrert Date 9/22/23
Street Address 108 Chaslet Place

Please return completed form to:
C. Dan Joyner Property Management
Annacey Park HOA
PO Box 16059
Greenville, SC 29606
(stamped envelope enclosed)

OR email to :

Jenny McCall
vmccall@cdanjoyner.com

Thank you for your participation,
Annacey Park HOA Board
Jenny McCall, CMCA, AMS
Community Association Manager



March 25, 2024

To Whom it may concern;

I am writing to express my concerns regarding the proposed closure of Kellett Rd. As a representative of Envirocare Landscape Management, I believe that this closure would not only disrupt our operations but also pose safety hazards to our team and other service providers who rely on access to the site.

The closure of Kellett Rd. would significantly impede our ability to navigate our large vehicles in and out of the site safely and efficiently. With limited alternatives for access, resident parking and increased traffic congestion would further exacerbate the situation, making it challenging for us to carry out our responsibilities effectively to our client.

Ensuring the safety of our employees, as well as the community we serve, is paramount to us. Any disruption to our access could potentially compromise safety protocols and increase risk of accidents or delays in delivering our services.

I urge you to reconsider the closure of Kellett Rd. and explore alternative solutions that would address traffic concerns without compromising the safety and efficiency of service providers like Envirocare Landscape Management.

Thank you for considering our concerns. I am hopeful that this can be worked out to find a mutual solution for both parties.

Sincerely,

Jimmy Ciaccio
Account Manager

**Mailing: PO Box 80394
Simpsonville, SC 29680
(864) 304-3522**

**Physical: 614 North Woods Drive
Fountain Inn, SC 29644
info@envirocarelandscape.com**

www.envirocarelandscape.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Anderson Laurens Road AA, LLC and	)	C.A. No. 2023-CP-23-04246
Anderson Laurens Road ZZ, LLC,	)	
	)	
Petitioners,	)	PETITIONERS' NOTICE OF MOTION
	)	AND MOTION TO ALTER OR AMEND
v.	)	PURSUANT TO RULE 52(b) OR, IN THE
	)	ALTERNATIVE, FOR
Annacey Park Homeowners Association,	)	RECONSIDERATION PURSUANT TO
Inc. and the City of Greenville,	)	RULE 59(e)
	)	
Respondents.	)	
_____	)	

YOU WILL PLEASE TAKE NOTICE that Petitioners Anderson Laurens Road AA, LLC and Anderson Laurens Road ZZ, LLC (hereinafter "Petitioners"), by and through their undersigned counsel, hereby move pursuant to Rule 52(b) SCRCP, or in the alternative Rule 59(e) SCRCP, for alteration, amendment or reconsideration of this Court's Order entered on April 10, 2024, denying Petitioners' request for statutory abandonment of any public rights affecting a certain strip of land (commonly identified as "Kellett Drive") and/or for confirmation of title to real property interests coincident therewith. A copy of the Order is attached hereto as **Exhibit A**.

I. BACKGROUND—DEFENDANTS OFFERED NO PROOF OF DEDICATION

A merits hearing was held before Judge Patrick C. Fant on April 8, 2024 during which the parties put forward documentary facts and stipulations and presented witness testimony. At the outset of the hearing, Petitioner confronted the City of Greenville's responsive pleading, paragraph 3, wherein the City denied the existence of any public right, title or interest in Kellett Drive, "apart from existing and planned public utility easements." See Answer of the City of Greenville dated October 6, 2023. Specifically, Petitioners asserted that, unless other parties to the pending action were able to prove public dedication of Kellett Drive, the Court's singular charge would be to

address Petitioners' prayer for confirmation of title. The parties had stipulated to reversionary interests, and thus the quiet title prayer presented neither a question of fact nor a point of law requiring resolution. Anticipating an argument on the subject of dedication, Petitioners proceeded to put forward proof of compliance with statutory abandonment procedures and demonstrated that the only interests in opposition to abandonment were the discrete, private interests of Annacey Park residents. In turn, the Annacey Park Homeowners Association, Inc. (the "HOA") argued that its private concerns should be elevated above the aggregate interests of all other Greenville City residents, but the HOA failed entirely to prove *or even to argue* the existence of a dedicated public interest requiring abandonment.

II. RULE 52 REQUIREMENTS

Rule 52(a) SCRCP requires that the Court set forth factual findings based upon the evidence presented at a merits-hearing and that the Court set forth its conclusions of law. This is a fundamental function of circuit courts. The South Carolina Supreme Court has enunciated the standard as follows:

Trial courts, sitting without juries in an action at law, write their findings specially and separately: to allow a reviewing court to determine from the record whether the judgment—and the legal conclusions which underlie it—represent a correct application of the law. The requirement for appropriately detailed findings is thus not a mere formality or a rule of empty ritual; ***it is designed instead to dispose of the issues raised by the pleadings and to allow the appellate courts to perform their proper function in the judicial system.*** Coble v. Coble, 300 N.C. 708, 712, 268 S.E.2d 185, 189 (N.C.1980) (internal citations omitted) (applying North Carolina's equivalent of our Rule 52(a), SCRCP); see also United States v. Birnbach, 400 F.2d 378 (8th Cir.1968). ***Compliance with the rule also allows the trial judge to satisfy the interest of judicial economy by dealing fully and properly with all issues before the court.*** See In re Las Colinas, Inc., 426 F.2d 1005 (1st Cir.1970) (construing Fed.R.Civ.P. Rule 52 on which our rule is based).

In re Treatment & Care of Luckabaugh, 351 S.C. 122, 132–33, 568 S.E.2d 338, 343 (2002) (emphasis added). In Church v. McGee, the South Carolina Court of Appeals likewise emphasizes the importance of Rule 52(a) SCRCP:

“We do not require a lower court to set out findings on all the myriad factual questions arising in a particular case.” Luckabaugh, 351 S.C. at 133, 568 S.E.2d at 343. ***“But the findings must be sufficient to allow this Court, sitting in its appellate capacity, to ensure the law is faithfully executed below.”***

Church v. McGee, 391 S.C. 334, 346, 705 S.E.2d 481, 487 (Ct. App. 2011) (emphasis added).

III. ARGUMENT FOR ALTERATION, AMENDMENT OR RECONSIDERATION

A. The HOA Failed to Prove or Even Argue Dedication.

The HOA failed to put forward any evidence or even argue that Kellett Drive had been dedicated as a public right of way. Accordingly, Petitioners respectfully request that the Court amend its Order to confirm the absence of any public rights in and to Kellett Drive and give repose to title interests according the parties’ filed stipulation. As an initial matter, the burden of proving dedication rested with the HOA. “Since we know that individual owners of property are not apt to transfer it to the community or subject it to public servitude without compensation, the burden of proof to establish dedication is upon the party claiming it.” Anderson v. Hemingway, 269 S.C. 351, 237 S.E.2d 489 (1977) (citing, *inter alia*, Tyler v. Guerry, 251 S.C. 120, 160 S.E. (2d) 889 (1968); 23 Am. Jur. (2d), Dedication, § 75). Furthermore, “[i]n situations where title is claimed by dedication rather than an actual conveyance, the actions of the parties ‘must be so unequivocal and positive as to leave little doubt that it was the intention of the owner to dedicate the same to the public use.’” Vick v. SCDOT, 347 S.C. 470, 556 S.E.2d 693 (2001) (quoting Shia v. Pendergrass, 222 S.C. 342, 348, 72 S.E.2d 699, 701 (1952)). “To perfect a claim of dedication, a party must show two elements: (1) the owner's clear and unmistakable intention to dedicate the property to public use, and (2) acceptance of that property by the public.” Tupper v. Dorchester County, 326

S.C. 318, 326, 487 S.E.2d 187, 191-92 (1997). Setting aside the HOA’s failure to offer evidence of any prior owner’s intent to dedicate, the unequivocal pleading from the City of Greenville is that it denies the acceptance of Kellett Drive as a public road.¹ Petitioners submit that the City’s denial of acceptance without any countering assertions or evidentiary submission compounds the HOA’s failed burden of proof, but without question, the absence of any evidence of effort to prove dedication obviates a ruling on statutory abandonment.

B. Furthermore, the HOA Failed to Prove Public Interests are Served by Kellett Drive.

The Court’s Order summarily concludes that statutory closure of Kellett Drive is “not in the best interests of all concerned.” Without factual findings in support of this declaration, Petitioners and appellate courts are precluded from assessing whether this bald conclusion represents a proper application of the law. As stated in First Baptist Church of Mauldin v. City of Mauldin, 308 S.C. 226 229 417 S.E.2d 592, 593-4 (1992), “it must appear clearly that no consideration other than that of the public interest could have prompted the action.” The Court’s Order suggests an alternative standard whereby “all” parties in interest—private and public—must be served by a closure decree, but such an alternate standard is inconsistent with South Carolina precedents. Besides the First Baptist decision, there are any number of decisions upholding a public road closure in spite of private objectors. According to Rule 52 SCRCF, Petitioners respectfully request factual findings of the Court that support establishing a public right and obligation pertaining to Kellett Drive. Specifically, Petitioners seek findings that overcome the City Engineer’s 1) concern about the physical condition of Kellet Drive (disrepair and substandard

¹ Petitioners point to Town of Kinstree v. Chapman, 405 S.C. 282, 747 S.E.2d 494 (Ct. App. 2013) as a precisely similar dispute, where the governing principle of law is laid bare: The burden of proof as to dedication must precede any finding for or against statutory abandonment because, without a prior finding of public rights, the public road closure statute is inapplicable.

original construction), 2) understanding that Kellett Drive was never meant to provide anything other than emergency access to Annacey Park, and 3) concerns over public safety, in that Kellett Drive invites access to Laurens Road “a major arterial highway” without the benefit of a traffic signal. Similarly, the Petitioners hope the Court will reveal its findings consistent with the likes of First Baptist, wherein Justice Toal identified factors that might guide a statutory closure decision: e.g., productive energies of the community, public safety balanced against private inconvenience, and the availability of alternate routes of travel. Petitioners submit that the only evidence of a broader public interest presented at the merits hearing was the testimony of the City Engineer (all of which testimony confirmed the City’s opposition to a declaration of Kellett Drive as a public road), and the only argument against closure was that of a private, abutting landowner.

WHEREFORE, Petitioners respectfully request that this Court reconsider its ruling and issue an altered or amended Order declaring that the HOA failed to satisfy its burden of proving Kellett Drive was ever dedicated to public use. Hence, the Court should further Order that fee simple title to Kellett Drive is vested according to filed stipulations. Alternatively, Petitioners submit that the Court’s Order should be altered or amended to identify the evidentiary submissions that convinced the Court a public right was established according to governing law, making factual findings consistent Rule 52(a) SCRPC and identifying what *public* interests were ascertained as would support imposing safety hazards and unwarranted road improvement and maintenance obligations on the citizens of the City of Greenville.

REMAINDER OF PAGE INTENTIONALLY BLANK

Respectfully submitted this, the 19th day of April, 2024.

FOX ROTHSCHILD LLP

/s/ William B. Swent
William B. Swent, S.C. Bar No. 13519
Aimee V. Leary, S.C. Bar No. 100657
Fox Rothschild LLP
2 W. Washington Street, Suite 1100
Greenville, SC 29601-2784
Tel: 864-751-7600
Fax: 864-751-7800
WSwent@FoxRothschild.com
ALeary@FoxRothschild.com
Attorneys for Petitioners

Greenville, South Carolina

EXHIBIT A

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2304246

Anderson Laurens Road AA LLC et al
PLAINTIFF(S)

Annacey Park Homeowners Association Inc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Please see the attachment on Page 2 below.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/10/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

This matter is before the Court on Petitioner's Motion For Final Hearing for a determination regarding Petitioner's Petition for Statutory Abandonment of Public Rights and Permanent Road Closure (Kellet Drive). Based on a review of the file, submissions of the parties, and oral arguments the Petitioner's Petition is hereby DENIED because it is not in the best interest of all concerned that Kellet Drive be abandoned or closed.

It is so ordered.

ELECTRONICALLY FILED - 2024 Apr 10 3:42 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2304246
ELECTRONICALLY FILED - 2024 Apr 19 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2304246



Greenville Common Pleas

Case Caption: Anderson Laurens Road AA LLC , plaintiff, et al vs. Annacey Park Homeowners Association Inc , defendant, et al
Case Number: 2023CP2304246
Type: Order/Electronic Form 4

So Ordered

Patrick C. Fant, III

Electronically signed on 2024-04-10 15:02:44 page 3 of 3

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ELECTRONICALLY FILED - 2024 Apr 19 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2304246

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF GREENVILLE) COURT OF COMMON PLEAS NONJURY
3
4 ANDERSON LAURENS ROAD AA, LLC AND)
5 ANDERSON LAURENS ROAD ZZ, LLC,) TRANSCRIPT
6 PLAINTIFFS,) OF
7 vs.) RECORD
8 ANNACEY PARK HOMEOWNERS ASSOCIATION,)
9 INC. AND THE CITY OF GREENVILLE,)
10 DEFENDANTS.) 2023-CP-23-4246

11 April 8th, 2024

12 B E F O R E:

13 THE HONORABLE PATRICK CLEBURNE FANT, III, Judge.

14 A P P E A R A N C E S:

15 WILLIAM B. SWENT and AIMEE V. LEARY
16 ESQ.
Attorneys for the Plaintiff

17 A. LYON BIXLER
18 ESQ.
19 Attorney for the Defendant Annacey Park Homeowners
Association, Inc.

20 MICHAEL J. SPINELLI
21 ESQ.
22 Attorney for the Defendant City of Greenville

23
24 Transcribed by Pamela E. Green, from
25 WebEx

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I N D E X

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E X H I B I T S

<u>NOS.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
	<u>Plaintiff's Exhibits</u>		
P-A	Plat		
P-B	Letter dated 6/26/23		
P-C	Proof of Publication		
P-D	Affidavit/Photographs		
P-E	Email		

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<u>NOS.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
	<u>Defendant's Exhibits</u>		
D-1	Site Plan		
D-2	Photographs		

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P R O C E E D I N G S

THE COURT: All right. The first case we've got is Anderson Laurens Road AA, LLC and Anderson Laurens Road ZZ, LLC versus Annacey Park Homeowners Association and the City of Greenville. I believe we're here on behalf of Mr. Swent.

MR. SWENT: Good morning.

THE COURT: Y'all filed the summons---

MR. SWENT: Yes, Your Honor.

THE COURT: ---and complaint?

Okay. Please proceed.

MR. SWENT: Good morning again, Your Honor. William Swent, Fox Rothschild, on behalf of Anderson Laurens Road AA, LLC and ZZ, LLC.

Those are subsidiaries of Fred Anderson. One -- the Z's are for Mazda and the A is for Acura. Obviously those are the dealerships there on, on Laurens Road.

This is a statutory road closure proceeding per South Carolina Code 57-9-10 et sec and, as an initial matter, Your Honor, like to hand up a, a book of authorities and exhibits. (Indiscernible), judge.

THE COURT: Thank you.

MR. SWENT: Counsel for the City and for Annacey Park have also received a similar booklet and I believe I have

1 an agreement with opposing counsel to allow entry into the
2 record as evidence Exhibits A, B, C, D, and E and,
3 similarly, we have agreed to entry of Annacey Park's
4 evidentiary exhibits, some photographs, and, and the like.

5 So, I think we have a, a --

6 THE COURT: Stipulation on both of those?

7 MR. SWENT: Yes, Your Honor.

8 THE COURT: All right.

9 MR. SWENT: Thank you.

10 THE COURT: They will be admitted.

11 MR. SWENT: And, likewise, there was filed late last
12 week a stipulation of facts.

13 THE COURT: Uh-huh. (Affirmative).

14 MR. SWENT: And, again, that gets to what I was
15 saying earlier about the complicated title issue.

16 The underlying fee simple interests below this road
17 right of way that's in contest are, are stipulated to and,
18 and maybe that's where we start with some basic
19 orientation, Your Honor.

20 Exhibit A in the book that I handed to you is a, a
21 plat and the second page of Exhibit A is a -- an enlarged
22 working of that plat and, and I submit to you that the
23 enlarged portion is a little easier to read.

24 THE COURT: Yeah, I was looking at that. I was
25 trying to pull them up. It was a little bit harder.

1 Yeah, it certainly --.

2 MR. SWENT: So, so the stipulation that we're
3 referring to as to the underlying fee and reverter
4 interests as to the fee, that plat depicts a Tract B and,
5 and the, the shaded or darkened portion of this stub road.
6 Exhibit B, again, excuse me, Tract B is the portion of the
7 road that overlies my client's reversionary interests and
8 a Tract A down there on the bottom left corner, that
9 little triangular piece, is the piece of the stub road
10 that overlies the Annacey Park subdivision property.

11 So, that's the, the sort of background. It's a
12 25-foot wide by 520-foot long strip of land that bears the
13 moniker Kellett Drive. Relates back to the fact that this
14 road used to serve a homestead of one of the, the Kellett
15 boys.

16 So, maybe one thing I'd also like to point out as we
17 begin is the, the City as ever the guardian of public
18 rights and, and access ways received our petition for
19 closure and answered our, our petition in Paragraph 3 of
20 the City's answer declaring that the City denies that it
21 claims any interest in Kellett Drive of -- apart from any
22 existing or planned public utility easements.

23 That's a long way of saying that the, the City
24 doesn't recognize Kellett Drive as a public way. It, it
25 is not in their inventory of roads that they maintain or

1 otherwise claim and, and, and, and preserve as, as a
2 public way.

3 So I mean, in, in one sense, this is a statutory road
4 closure to declare and, and, and foreclose any claim of
5 public rights. In another sense, because of that denial
6 in the City's complaint, it, it is equally just a quiet
7 title action, which we've, we've pled, to say that hey,
8 there's no, there's no easement here, that, that the fee
9 interests are as per the stipulated plat. And that's
10 consistent with -- and, and let me back up and, and say
11 that the booklet, Your Honor, includes numbered tabs which
12 are the supporting legal authority in petitioner's
13 position.

14 The first tab is the road closure statute itself,
15 which is succinct. Section 5 -- 57-9-10 through 57-9-40.
16 That's the---

17 THE COURT: Y'all've complied with all the notice?

18 MR. SWENT: Yes. Yes, Your Honor, and, and that's,
19 that's, again, the subject of the submitted exhibits, and
20 just sort of break down the statute right quickly, there
21 is a standing and a notice requirement. Standing's not
22 hard. Any interested party and certainly adjoining
23 landowners satisfy that standing requirement and, and then
24 notice requirements.

25 We're required to give direct notice to abutting

1 landowners, which, which we've done. Again, that's one of
2 the, the admitted exhibits.

3 We have provided notice in the Greenville News
4 sequentially for three weeks running. Again, that's one
5 of the admitted exhibits and we post the property with a
6 sign that -- a, a right significant sign that the
7 Department of Transportation, Transportation dictates what
8 that sign must look like, its size, it -- its substance
9 and, and we have to obtain approval of posting locations
10 from the City, which we did.

11 So, again, the -- those, those notice requirements
12 are fulfilled and they are demonstrated by the admitted
13 exhibits.

14 Standing we covered. So that leaves us, I, I think,
15 with the, the real issue for, for trial here this morning,
16 Your Honor, which is whether or not it is in the public's
17 interest to abandon any claim of public rights, which, as
18 I said before, the, the City denies that there are any
19 public rights. So, you know, we're, we're sort of going
20 through the statutory question as to public interest as
21 a -- avoidance of doubt, as a, you know, just an added
22 precaution to, to demonstrate and satisfy the Court.

23 The, the standards for whether or not there is a
24 public interest are in common law. In particular, we
25 included in our booklet the copy of the First Baptist

1 Church of Mauldin versus City of Mauldin decision, and,
2 and what that case gives you is some insight on what, what
3 it takes to, to, you know, establish or, or foreclose.
4 Again, some public interest that the Court in the First
5 Baptist decision.

6 It's an interesting fact scenario. There was a, a
7 road that, that literally kind of ran through the First
8 Baptist Church campus and obviously the church wanted to,
9 to close that cut-through and the, the Court looked at
10 First Baptist and its congregation and recognized that
11 there were productive energies of the community that were
12 enhanced by the foreclosure of the public interest in this
13 cut-through road.

14 We submitted, by contrast, that the, the productive
15 energies of the Fred Anderson automobile dealerships here
16 are, are equally worthy of promotion as a community asset
17 and the continued roads and development of, of those
18 dealerships protected from, from interference by this
19 dead-end public road that is, is warranted.

20 The, the First Baptist case also talked about hazards
21 that, you know, obviously, in, in that instance, the, the
22 road cut right through a church campus and you had public
23 vehicles traveling through the campus without regard to,
24 you know, children and, and, and, and congregation members
25 who, who might be, you know, walking to and fro the

1 church.

2 Here again, the, the hazards to foot traffic and a
3 inventory of brand new automobiles warrants protection and
4 the public interest is served by foreclosing any, any
5 public rights in the, the Kellett Drive strip. And, and
6 alternative routes were, were also considered in the First
7 Baptist Church decision.

8 THE COURT: Uh-huh. (Affirmative).

9 MR. SWENT: And, and so, Annacey Park is a, a
10 residential community that is at the terminus of this
11 Kellett Drive strip. And, and so there's sort of back
12 entrance into Annacey Park at -- but Annacey Park's
13 primary interest -- entrance is at Henderson and
14 Henderson, as you may well know, leads into Gower and, you
15 know, through Gower out in any directions and leads,
16 alternatively, to Laurens Road where there is recently
17 installed a signalized intersection.

18 They, they put a traffic light up there for good
19 reason because traffic coming and going onto Laurens Road
20 itself presents a hazard especially turning left off this
21 Kellett Drive curb cut. It's not anything that, that, you
22 know, our client would allow customers to do. You want to
23 go test drive an automobile, you're not turning left out
24 of Kellett Drive. You're turning right because, again,
25 it's not a signalized intersection and Laurens Road is a,

1 is a, a busy thoroughfare.

2 So, safety, alternative routes, the, the positive
3 effect on the tax base should not be overlooked. In --
4 integration of this acreage into the, into the Anderson
5 property will, will have some, again, positive effect not
6 only in the sense of this is additional real estate that
7 my client would own in fee unincumbered by this way, but
8 also because we, we sell vehicles there. So, you -- we
9 want the strip for an obvious purpose, to, to stack ve --
10 vehicles for sale.

11 So, I mean the, the tax revenue isn't just a matter
12 of ad valorem taxes for real estate. And, and, and then I
13 want to spend a, a bit of time again on this last admitted
14 exhibit, Your Honor. Exhibit E in your booklet is a email
15 and, and, background, this, this closure effort was
16 undertaken under the City's ordinance by the former owner,
17 William Bradshaw.

18 So, will -- Mr. Bradshaw -- they're, they're two ways
19 you can abandoned a public road in South Carolina as Your
20 Honor may know. That -- there's a city ordinance and the
21 City process and then there's the statutory process that
22 brings us here today. I much prefer the statutory process
23 because I think it's, it's much more defensible from a
24 title standpoint. But also the city ordinance goes before
25 the city council and becomes quite a political affair and

1 Mr. Bradshaw filed the petition -- his petition before the
2 City and it got bogged down in politics.

3 The City didn't want to offend either the petitioner
4 or the Annacey Park res -- residents. So, the thing just
5 stalled and that's why we, we filed here. But before it,
6 it stalled, the, the City was asked to give input on what
7 its thoughts were about the closure of Kellett Drive and
8 you can see the bullet points from Clint Link and Eddie
9 Littleton to -- and Austin Rutherford, all, all staff
10 members at the City and, and Mr. Littleton is here today
11 should the Court wish to examine him further on any of
12 those bullet points.

13 But, again, I'd like -- this is admitted into
14 evidence, and just to sort of review the bullet points,
15 the first one being that, that there's no, no I --
16 identified public interest in Kellett Drive and that it
17 was ever intended only as an emergency access route. And,
18 and that's not uncommon, Your Honor, in, in subdivisions
19 like this to have a primary access and then a secondary
20 access for emergency traffic.

21 So, if the, if the entrance to Annacey Park off of
22 Henderson got blocked in -- and there was simultaneously a
23 fire in one of the buildings at the rear, we want a, a
24 secondary and an alternative emergency access and, and we
25 accept that.

1 The petitioner's more than happy to concede an, an
2 easement for emergency. Typically those easements include
3 a lock box and a gate, you know, so that, so that it's not
4 a true public thoroughfare. And, and opposing counsel and
5 I've talked about that. But I, I think his, his residents
6 are, are, you know, unwilling to concede that this access
7 way should be for emergency purposes only. Again,
8 petitioner concedes that and, and would, would willingly
9 grant an emergency access point as, as the City, you know,
10 likewise seems wanting.

11 The second bullet point, Swamp Rabbit Trail
12 Connection, was something that was discussed at the City.
13 As you know, Swamp Rabbit Trail is now on the northern
14 side of Laurens Road and, you know, there's some general
15 sense of providing pedestrians and, and bicycle activity
16 connectivity to Swamp Rabbit Trail on the northern side of
17 Laurens Road for the Gower neighbor and all those
18 connecting neighborhoods.

19 But the City points out this isn't the place for
20 that. We, we cross that signalized intersections for a
21 reason, not in the middle of, of the gap between two
22 signals on Laurens Road.

23 Again, the, the point -- the third bullet point is
24 similar to the one I've already made, which is that, that
25 the better path for regular automobile traffic in a to and

1 from Annacey Park is the, the signalized intersection at
2 Henderson and Laurens. Kellett Drive is currently a
3 dead-end street and doesn't meet the City's standards.
4 That's the fourth bullet points.

5 So, as a practical matter, you know, when, when -- if
6 you wanted to build a road today in a private community
7 and dedicate it to the City, the City requires a binder
8 course of a certain thickness. They require a wick. They
9 required, you know, drainage features on either side.
10 There's, there's a host of things you got to do to, to
11 deliver a quality public road.

12 why?

13 Because the tax payers sub -- subsequently have to
14 maintain that road.

15 So to bring this into the City inventory formally by
16 denying our, our petition to, to abandon represents an
17 economic detriment to the City which the City rejects.

18 There's no turnaround. So, so, again, the, the, the,
19 the standard, Your Honor, per the City of Mauldin, excuse
20 me, First Baptist Church versus City of Mauldin is whether
21 or not it's in the public's interest to maintain a, a
22 right of way opening.

23 Now, I think there's been a, a -- we stipulated,
24 again, Your Honor, to the letters, sixty of or sixty some
25 odd letters of Annacey Park residents saying hey, we want

1 to keep this open. The point to make here is, while they
2 are members of the public, they are not the public at
3 large. The public has no interest in, in Kellett Drive.
4 This is a 520-foot long dead-end street that does not
5 serve the public.

6 What Annacey Park seeks is a preservation of private
7 rights and that's not in the public interest. As, as
8 pointed out by the City again, it -- it represents
9 economic burden. It, it represents a safety problem.
10 It -- it's a substandard road as, as per the City's
11 statement. "It's a substandard road that we would prefer
12 not to have to own and maintain." Those are the words of
13 the City Engineering Department.

14 Outside the secondary access to Annacey Park, it
15 primary functions as a driveway and, again, that --
16 that's -- those are private interests. The, the public
17 interest is not served by maintaining Kellett, Kellett
18 Drive in, in any public inventory anyway, anyhow.

19 The, the, the last point of the road foreclosure
20 analysis is, again, to make a determination. The Court is
21 tasked to declare who owns the underlying fee.

22 An, an easement is, is -- a road easement is, is not
23 unlike any other easement. It is an entitlement to use
24 that that overlies fee ownership.

25 So, if you take the entitlement of use away, fee

1 ownership vests according to a record title and, again,
2 that's what the parties have stipulated that the record
3 title underlying this, this right of way is as reflected
4 on the submitted plat Exhibit A.

5 So, Your Honor, that's, that's all I have un --
6 unless you have any questions. Again, counsel have been
7 kind enough to, to allow us to, to enter the various
8 notification and depictions, the title exhibit into the --
9 into evidence.

10 So I don't, I don't have a, a witness to call to
11 authenticate. All, all those exhibits are entered and I
12 know that, that, that Mr. Bixler offered to, to entertain
13 any objections he has and we'd love an opportunity to
14 confront him.

15 THE COURT: When, when did Mr. Bradshaw pursue I
16 guess the city ordinance?

17 MR. SWENT: It's been quite a while.

18 THE COURT: Okay. I, I, I mean like --?

19 MR. SWENT: I'm trying to -- and maybe---

20 THE COURT: Cause Annacey's only been around what,
21 like 20 years?

22 Twenty, twenty---

23 MR. SWENT: Correct. I mean his filing predated my
24 client's acquisition of this property in which has been
25 over a year or thereabouts and I, I think he was -- he had

1 filed it. I mean my -- Mr. Spinelli might be able to, to
2 speak to that.

3 MR. BIXLER: I'm just -- Annacey Park has been around
4 about 23 years, Your Honor.

5 THE COURT: Is it?

6 okay. All right. Are you ready to, to be heard?

7 MR. BIXLER: Yes, Your Honor. Thank you.

8 THE COURT: Thank you, sir.

9 MR. BIXLER: May it please the Court.

10 And interestingly enough, Your Honor, Annacey Park is
11 also going to rely on the statutory and -- statutory
12 provision and First Baptist. And while First Baptist does
13 talk -- does mention the public interest, the statutory
14 standard under Section 57-9-20 is if the Court shall
15 determine a best interest of all concerned, then -- so
16 the, the standard for the to Court consider is best
17 interest of all concerned and, and I think the fact that
18 you've got 59 homeowners. You've got Envirocare who is
19 their lawn care service.

20 All that has been stipulated in at -- on Friday at --
21 that is not in the best interest of Annacey Park and I do
22 have several things I can---

23 THE COURT: Thank you.

24 Y'all've stipulated to those?

25 MR. BIXLER: Yes. But I---

1 MR. SWENT: I think the only thing we've -- we had
2 any disagreement about was just the -- that, that CV and
3 what you might examine the -- James Kines.

4 THE COURT: Thank you.

5 what do we need to do I mean as far as marking these?
6 will these just be---

7 (WHEREUPON, the clerk made an indiscernible statement
8 at this time.)

9 THE COURT: well, he -- yeah, just mark whatever's
10 been -- the plaintiffs and then just to make sure that
11 they're part of the record.

12 THE CLERK: Yes, sir.

13 THE COURT: All right. Mr., Mr. Spinelli.

14 MR. BIXLER: Thank you.

15 THE COURT: Thanks.

16 MR. BIXLER: And, and as was said, it was standard,
17 Your Honor, the biggest -- the standard is best interest
18 of all concerned and the fact that the City has not
19 maintained it to standard or does not want to maintain it
20 is, is really not relevant. It -- it's -- and that -- I
21 mean that falls -- squarely falls on the City.

22 It's, it's that it will not benefit the best -- it's
23 not the best interest of all concerned and we talk -- and,
24 and Mr. Swent mentioned First Baptist Church and I -- and
25 that's -- and I think he's handed up -- but it's 30 F --

1 308 South Carolina 226 and the Supreme Court in that
2 stated a public street may not be vacated for the sole
3 purpose of benefiting abutting landowner and I think --
4 and I don't want to mischaracterize Mr. Swent's argument.
5 But I, I believe he admitted that Anderson, Anderson was
6 intending to close the road and use it for parking of cars
7 and effect -- and it -- on the other hand, it must appear
8 that clearly no consideration other than a public interest
9 could have prompted the action. And I think again --
10 once, once again, it's admitted that the intent is to
11 benefit Anderson.

12 And, Your Honor, we've talked and I've handed up
13 several pictures and they've got pictures of, of Annacey,
14 oh, excuse me, Henderson Road and Laurens Road and in
15 these pictures you can see that car, trailers, car -- that
16 are delivering cars to the, the car dealerships there are
17 parking on Henderson Road and blocking one side of the
18 road. Therefore, causing -- and you can see in some of
19 these pictures that oncoming traffic is having to cross,
20 cross over -- cross into the other lanes to, to get around
21 this and, and it's -- that's one reason it's necessary to
22 keep open Kellett Drive.

23 And, Your Honor, I -- and before I go any further, I
24 do have several members of the asso (phonetic) or one
25 member of this board of -- association's board here

1 testifying and one of the things that he and I have talked
2 about is Anderson Park -- Annacey Park, excuse me, is a,
3 sorry, has private roads.

4 Those roads are not very wide. The parking is --
5 they have parking on the streets. And once you get into
6 Annacey Park, there's not really a way to turn around.

7 So, you have the 10 -- and fire care, which you've
8 got a statement from. You have brash -- any sort of
9 service vehicles in there come in one way and generally
10 have to go out the other or go -- come in Henderson and go
11 out Kellett or vice versa.

12 The other issue is the fact that Annacey Park has
13 private roads. They've -- Annacey Park must maintain
14 these roads and, as part of that, they have -- just have
15 to reseal, and when they service and maintain the roads at
16 Henderson, they've got to close that entrance for several
17 days while the surface dries. And the last time they did
18 that, they put out a bulletin saying you must exit Kellett
19 Drive and that was the only way in and out at, at that
20 time.

21 Secondly, Your Honor, and I, and I do have a witness
22 here we would propose to introduce as an expert in public
23 safety, and, and I, for what it's worth from me unless you
24 want to hear it from him and get him qualified, it is my
25 understanding he was (sic) testify that the public safety

1 is best served by maintaining kellett open.

2 The proposal that's been handed up to you of the new
3 fire entrance is, in itself we believe, insufficient to
4 serve public safety of Annacey Park. And, and so the --
5 it's really a, a, a public safety matter for Annacey Park,
6 and not only is the insufficient fire in -- the new
7 proposed emergency entrance insufficient but we can
8 clearly see from the pictures that the Henderson Road is
9 often compromised and blocked that would prevent emergency
10 vehicles from accessing, if, if necessary.

11 And, Your Honor, I just -- would also want to address
12 the issue of public interest in First Baptist versus the
13 public interest here in this matter. I mean the, the
14 public, the public interest, First Baptist, it, it was --
15 the City acknowledged it was a community asset. It was
16 being used for daycare purposes and, and they were looking
17 at the public -- the safety of the children and it -- and
18 I -- here I, I, I just don't think you can equate the
19 public interest of a community asset of a church to the
20 taking of, of this and giving to a, a, a -- another
21 dealership on Laurens Road, that the public interest is,
22 is just not the same.

23 Your Honor, and, and -- just -- I mean unless you
24 want to hear from any of these folks. I mean it's -- the
25 residents of Annacey Park use this kellett Road

1 frequently, daily, to travel to and from their residence.
2 And, again, the standard for the Court to consider is the
3 best interest of all concerned. And, and, and both these
4 gentlemen here will tell you that it is in their -- that
5 it is not the best interests of all concerned to close
6 Kellett Road.

7 THE COURT: Do you wish to put up testimony?

8 MR. BIXLER: Sure, Your Honor. I'd be happy to with
9 Mr. Kines.

10 THE COURT: That's fine.

11 MR. BIXLER: Jim Kines.

12 THE COURT: And, Mr. Swent, if you need to put
13 somebody up, you certainly can.

14 I think you were gonna say somebody from the City?

15 MR. SWENT: Thank you, Your Honor.

16 THE COURT: But, but I believe that email, I just
17 didn't want to deprive you of that if you --

18 MR. SWENT: Thank you, Your Honor.

19 THE COURT: Looked like that email covers it.

20 JAMES KINES, being first duly
21 sworn, testified as follows:

22 THE CLERK: Just have a seat here and state your full
23 name for the record.

24 THE WITNESS: My name is James Kines. K-I-N-E-S. I
25 go by Jim.

James Kines - Direct examination
By Mr. Bixler

1 THE COURT: Proceed.

2 DIRECT EXAMINATION

3 BY MR. BIXLER:

4 Q. Mr. Kines, where do you work?

5 A. I'm mostly retired but currently I hold the position
6 of vice-president of Creative Communications which is a
7 advertising and media company and we specialize in
8 political media advertising.

9 Q. And before, before you retired, what did you do?

10 A. I was a police officer in the criminal justice
11 system, twenty-seven years. Following that I was a
12 adjunct professor of public safety and criminal justice at
13 Greenville Tech for nine years. I've also taught the
14 subject at Spartanburg Community College and Anderson
15 University. During my service, my public service, I've
16 also served as a firefighter for almost two years.

17 Q. And what was your last position before you retired?

18 A. My last position from 2012 to 2018, I was director of
19 campus safety at Anderson University.

20 Q. And what was -- what did that job entail?

21 A. I was responsible for all aspects of public safety,
22 security, fire protection, general safety of the students
23 and the campus.

24 Q. And as part of that job, did you work with any
25 agencies?

James Kines - Direct examination
By Mr. Bixler

1 A. I worked very closely with Anderson Fire Department
2 on any designs in building we had had to be to their
3 specifications, also city and state codes as I'm sure
4 you're familiar with, any designs about anything of that
5 nature as far as apparatus, access for emergency vehicles.
6 Also had to work with Mr. Greg Shore with AnMed Ambulance
7 Service who's the primary provider of ambulance service
8 and the local law enforcement.

9 Q. And, in your career, have you served as a first
10 responder?

11 A. For 27 years I was.

12 Q. And what training have you had as part of your -- for
13 your employment?

14 A. I have pages of training. I'm not gonna go into all
15 of it and waste the Court's time with that. But my
16 education, I have an associate's degree in public service.
17 I hold a bachelor's degree in criminal justice and a
18 master's degree in criminal justice with a focus on
19 executive leadership.

20 Q. And so your career has been in public safety?

21 A. Yes.

22 MR. SWENT: My, my assumption is Mr. Kines is being
23 offered as an expert, expert on road safety. I concede
24 that -- and, and respect and, and thank Mr. Kines for his
25 long service as a, a public service provider. But he

James Kines - Direct examination
By Mr. Bixler

1 seems more a, a criminal justice expert than he does a,
2 a -- road safety.

3 I mean I -- seems he's participated in, in support of
4 some, you know, helpful assessments on, on a, on a
5 university campus. But, again, all due respect, I, I
6 don't -- I don't think that he qualifies as someone to
7 give opinions on, on the safety of road construction and
8 use.

9 THE COURT: Mr. Spinelli, where are you going with
10 this?

11 MR. SPINELLI: Sorry, Your Honor. Just to -- this is
12 Mr. Bixler on behalf of the HOA---

13 THE COURT: I---

14 MR. SPINELLI: ---and I'm Mr. Spinelli.

15 THE COURT: I apologize. I said that earlier. I've
16 not had the pleasure of meeting y'all but --.

17 MR. BIXLER: I'm sorry, Your Honor. Your Honor, I
18 apologize.

19 He -- I, I am proposing that he is an expert in
20 public safety. Not, not road construction---

21 THE COURT: well, I heard---

22 MR. BIXLER: ---safety.

23 THE COURT: well, I heard him talking about being a
24 first responder. So I'm gonna, I'm gonna allow it to
25 testify.

James Kines - Direct examination
By Mr. Bixler

1 And, Mr. Swent, again, you are gonna be allowed to,
2 to call --.

3 MR. SWENT: Thank you, Your Honor.

4 THE COURT: I've got one.

5 Is that right?

6 Is that the right thing?

7 (WHEREUPON, there was an indiscernible response at
8 this time.)

9 THE COURT: All right. Mr. Bruce (sic).

10 CONTINUED DIRECT EXAMINATION

11 BY MR. BIXLER:

12 Q. Mr. Kines, I've handed you several documents
13 identified as Defendant's Exhibit 1.

14 Have you seen those before?

15 A. Yes, sir, I have.

16 Q. And the first page of Exhibit 4 is a document
17 entitled slight -- site plan, Bradshaw Mazda.

18 Do you, do you see that one?

19 A. Yes, sir.

20 Q. Have you reviewed that?

21 A. I have.

22 Q. And what is your opinion on the secondary access
23 provided for emergency vehicles?

24 A. The access -- as I understand, the plaintiff has
25 brought allowing emergency access. It's a very kind and

James Kines - Direct examination
By Mr. Bixler

1 generous offer. But, in my experience, in my experience
2 specifically in my two years as a firefighter, that
3 concerns putting a lock box on a closed gate called a Knox
4 Box, or, in the vernacular, a Knox Box which firefighters
5 have access to, to open the gate.

6 That's very kind of them to do this. But they're
7 granting us access, access and egress on their property,
8 which I'm not sure they couldn't close at anytime, and
9 ambulances and police officers, as first responders, I've
10 never known one, in 27 years in the field and 40 years
11 working, never known them to carry any Knox Box access to
12 anything. So, you've eliminated quick access to two of
13 the three branches of first -- emergency first responders
14 by that. So, that's problematic in my opinion.

15 Also, simply by closing the road, you've closed 50
16 percent of the access. Large fire apparatus, Annacey Park
17 consists of mostly adjoining, attached buildings and a
18 fire could spread easily if one got started and it would
19 need fast response. And getting emergency apparatus in
20 the form of, of ambulances and, and fire engines in there
21 would be limited by 50 percent generally by closing that.

22 Q. I've handed you what's been marked as ex --
23 Defendant's Exhibit 2.

24 Do you recognize those pictures?

25 A. I do. These are pictures that I personally took last

James Kines - Direct examination
By Mr. Bixler

1 Thursday about 12:20PM.

2 Q. And the pictures that are part of Exhibit 1, have
3 you -- can -- did you review those?

4 A. Yes, sir. These are pictures of the general area on
5 Henderson Road near the intersection with Laurens Road as
6 I recognize.

7 Q. And what are those -- what, what do the pictures
8 show?

9 A. It shows blockage on Henderson Road by apparent
10 vehicles connected with the car dealership there.

11 Q. And what impact does that have on emergency response?

12 A. That's blocking half of Henderson Road in effect.
13 The pictures I took last Thursday, cars had to enter
14 oncoming traffic to pass a car carrier and in the -- from
15 Exhibit 1, same factor. You've got blockage of Henderson
16 Road.

17 I don't know why there's -- seems to be, in my
18 opinion, plenty of space on the Fred Anderson property for
19 parking for delivery or pickup of vehicles. But there --
20 they choose to block Henderson Road one lane. If Kellett
21 Drive were closed, there would be one lane of one way
22 traffic for any emergency response.

23 Q. And, and is it, in your opinion, in the best interest
24 of all concerned to close Kellett Drive?

25 A. No, in my opinion, it's not.

James Kines - Cross-examination
By Mr. Swent

1 MR. BIXLER: I don't have any further questions.

2 THE COURT: Mr. Swent.

3 MR. SWENT: Yes, Your Honor. Thank you.

4 CROSS-EXAMINATION

5 BY MR. SWENT:

6 Q. And thank you again, Mr. Kines, for your public
7 service.

8 Have you ever offered a traffic impact study?

9 A. I have not.

10 Q. Just a couple of other questions. So, we talked a
11 lot about emergency responders going to Annacey Park.

12 How, how would you expect -- I mean what -- is -- if,
13 if I'm an ambulance driver or if I'm a firefighter, and I
14 get an alert that there's a, a fire and emergency at
15 Annacey Park, how would you expect them to go to Annacey
16 Park?

17 A. My understanding is that fire departments, as they
18 did when I was a firefighter, they inspect residential
19 communities within their jurisdiction, their bailiwick as
20 it is, and they determine all routes of ingress and egress
21 for emergency vehicles. I would expect them -- I would go
22 as a first responder depending on what information I had
23 or dispatch, I would take Henderson Road into Anderson --
24 Annacey Park. But I would also be critically aware that
25 there is a secondary entrance, entrance if something were

James Kines - Cross-examination
By Mr. Swent

1 to block the primary entrance.

2 Q. In regards to the, the Knox Box comments that you
3 made, did you inquire with the City of Greenville as to
4 how they arranged for Knox Box ac -- access?

5 A. I do not.

6 Q. And then last question.

7 In the realm of all public interests, not just
8 Annacey Park, can you think of anybody else in the public
9 sphere, the population of the City of Greenville, who has
10 any use for Kellett Drive?

11 A. Only as an access point for emergency access to the
12 residents of Annacey Park who are residents of the City of
13 Greenville.

14 Q. So, the private interests of Annacey Park are served
15 is what I hear you saying.

16 But, again, the question, is there anyone else in the
17 public sector of, of Greenville, the City of Greenville,
18 that's served by Kellett Drive?

19 A. Not that I could think of.

20 Q. Thank you.

21 THE COURT: Counsel.

22 MR. SPINELLI: Nothing from the City, Your Honor.

23 THE COURT: Okay.

24 (WHEREUPON, there was an indiscernible statement made
25 at this time.)

James Kines - Redirect examination
By Mr. Bixler

1 REDIRECT EXAMINATION

2 BY MR. BIXLER:

3 Q. -- and where the gate---

4 A. I'm sorry?

5 Q. Where, where the gate is shown on this
6 (indiscernible)---

7 A. Yes.

8 Q. (WHEREUPON, the question was indiscernible.)

9 A. I, I -- sorry. I don't -- I'm 71 years old. I don't
10 see very well.

11 MR. BIXLER: Well -- all right. Your Honor, I --
12 it's, it's on there. I, I --.

13 THE COURT: You're fine.

14 MR. BIXLER: I don't have any questions.

15 THE COURT: Fine.

16 Thank you, sir.

17 THE WITNESS: Thank you, sir.

18 THE COURT: Mr. Swent, did you have anything else?

19 MR. SWENT: Your Honor -- no, no.

20 THE COURT: From---

21 MR. SWENT: No.

22 THE COURT: ---from this witness?

23 MR. SWENT: No.

24 THE COURT: Okay.

25 MR. BIXLER: No, Your Honor.

Scott Johnson - Direct examination
By Mr. Bixler

1 THE COURT: Thank you.

2 THE WITNESS: Thank you, sir.

3 THE COURT: Do you have anything else?

4 MR. BIXLER: If -- I'll go ahead and call Scott
5 Johnson, Your Honor.

6 THE BAILIFF: Place your hand on the Bible and raise
7 your right-hand and face the clerk.

8 SCOTT JOHNSON, being first duly
9 sworn, testified as follows:

10 THE CLERK: Thank you, sir. If you'd state your full
11 name for the record please.

12 THE WITNESS: Good morning. My name is Scott
13 Johnson.

14 DIRECT EXAMINATION

15 BY MR. BIXLER:

16 Q. All right. Mr. Johnson, where do you live?

17 A. I have resided at Annacey Park where I've owned my
18 unit for almost 18 years.

19 Q. And you're on the board of directors?

20 A. I have been on the board of directors for almost 10
21 years---

22 Q. And---

23 A. ---yes.

24 Q. ---currently on---

25 A. Currently a board member.

Scott Johnson - Direct examination
By Mr. Bixler

1 Q. And in, in your time as on the board of directors,
2 what has your relationship with the dealership been?

3 A. Our relationship, especially with Bradshaw
4 Automotive, was very neighborly. If we ever had any
5 concerns say with noise -- I believe there was one time
6 where we had a loud speaker that was accidentally -- I
7 think someone had connected and it was blasted out like
8 service calls out. So, we would make a phonecall and
9 right away it would be corrected.

10 We had some topics also with drainage. We have a
11 drainage problem where we would have heavy flooding with
12 the, the old concept before they started the new, the new
13 dealership construction and we actually -- because
14 Bradshaw -- or at least the Bradshaw family of companies
15 was very cooperative where we actually allowed them an
16 easement to -- that's like a secondary drain from their
17 retention pond into our property.

18 So, we, we had a really good relationship with
19 Bradshaw.

20 Q. And---

21 MR. SWENT: Can, can I make an objection on
22 relevance?

23 I, I'm (indiscernible) the character assessment of
24 the prior owner of the property, I'm not sure I understand
25 what that's all that.

Scott Johnson - Direct examination
By Mr. Bixler

1 THE COURT: I'll sustain the objection.

2 Q. Can you describe your community, Annacey Park?

3 A. Yes. We have 103 attached townhomes. As you
4 previously stated, it's been there for about 23 years. We
5 have an annual budget of spend of about \$120,000 a year.
6 Like you said, we maintain our private streets, our street
7 lamps. We have private trash pickup and in -- our
8 residents -- we -- we've got really great residents and
9 we're really proud to be part of the City of Greenville.

10 Q. And, and you talked about the roads.

11 Can you describe the roads?

12 A. Well, for whatever reason, in the planned
13 development, our roads and our community are very tight
14 and the parking situation is always a battle. We're
15 always having to monitor and regulate our parking because
16 the, the community was planned with very poor parking, and
17 if you do the math, unless a resident parks in their
18 garage or driveway, we only have .5 spaces per resident in
19 the community, and with all of that on street parking, our
20 streets are very narrow.

21 So, when you have an ambulance, a fire truck, even
22 our weekly garbage pickup truck, it comes really early in
23 the morning, about 5:30 in the morning, because, if they
24 were to come at other times of the day, it's very tough to
25 navigate.

Scott Johnson - Direct examination
By Mr. Bixler

1 Q. And, and we talked about the, the private roads and
2 y'all maintain them.

3 when's the last time you did that?

4 A. We're coming -- due to, to -- we're due to do it in
5 the next probably 12 to 24 months. We have found that we
6 do it once every six or seven years where we do a full
7 resurfacing and a re-stripping. And just like the last
8 time we did it, when we close off a street, we did it in
9 like different -- I think it was like three different
10 regions and it took a whole week to do the project. And
11 during that time when we would resurface the frontage, our
12 residents would come and go from Kellett Drive.

13 Q. Now, talk about Kellett Drive, the back entrance or,
14 or exit to the -- to Annacey Park, what does, what does it
15 look like?

16 A. It's an asphalt road coming off of Laurens Road and
17 then it does dead-end and then you take a, a gravel road
18 turn in into Anthony Park and it's -- it's been that way
19 as long as I've lived there. Honestly speaking, we've
20 always paid to maintain it. It -- the road gets so much
21 use that typically about every third year we have gravel
22 hauled in because of the potholes and things for the --
23 because of the usage.

24 So, we're -- if, if you were to look at photos of it
25 today, it's due for another application. We actually, as

Scott Johnson - Direct examination
By Mr. Bixler

1 a board too, we've planned -- say, for instance, 10 years
2 ago we didn't have the money or the funds but now we've
3 been saving money in our budget. And we were planning on
4 putting in permanent asphalt and installing about a dozen
5 extra parking spaces and a landscape beautification plan
6 which we estimated was gonna cost upwards of \$50,000.

7 So, today we have the money to do this type of
8 project where years ago we didn't have the budget.

9 Q. And you mentioned so much use.

10 who uses that, that entrance?

11 A. Of what I've seen use it, primarily, when our
12 landscape company comes through with a, a large truck or
13 large trailers, they use it as an exit. I know our trash
14 pickup uses it as an entrance. In the early morning, the
15 trash company enters Kellett Drive and they service our
16 community and they exit Henderson Road.

17 I've also witnessed, as my, my experience too when I
18 had a new roof put on my unit, the roofing company's come
19 in with large trailers, large trailers to haul away the
20 debris, and I've seen construction companies, roofing
21 companies have to use it because they simply can't turn
22 around in our community. They come in one way and they
23 exit the back with no turnaround.

24 I would be -- I -- I've also seen our residents use
25 it. I've also seen, seen, over the years, probably four

Scott Johnson - Direct examination
By Mr. Bixler

1 to six automotive employees or customers or parts
2 deliveries use it where they actually drive throughout the
3 community.

4 So I, I -- I've also seen where -- typically I'd see
5 employees from Bradshaw Automotive parts deliveries, tow
6 trucks, they have used it over the years that I've been
7 there for 18 years.

8 Q. Have you ever seen anyone use it as a cut-through to
9 Henderson?

10 A. Typically it would be someone -- it would be an
11 employee or a customer from the automotive dealership.

12 Q. And, Mr. Johnson, do you believe it's in the best
13 interests of all concerned to close Kellett Drive?

14 A. No, it is not in our best interests for all those
15 concerned.

16 Q. Thank you.

17 THE COURT: Mr. Swent.

18 MR. SWENT: Yes, sir.

19 CROSS-EXAMINATION

20 BY MR. SWENT:

21 Q. So, so I think I've heard you actively describe the,
22 again, a, a private use. In, in fact, if, if somebody, a
23 regular automobile driver, member of the public, turns off
24 of Laurens Road and heads down Kellett and comes to
25 Annacey Park, are there any signs there at that entrance?

Scott Johnson - Cross-examination
By Mr. Swent

1 A. I believe there are signs. I believe there's a tow
2 truck policy for Annacey Park and I believe there's a sign
3 that says it's our private property.

4 Q. So, so the point being that sign basically tells
5 people don't come in, correct?

6 A. I suppose if you follow it.

7 Q. That -- that's what it says. These, these are
8 private -- this is private property. You're not entitled,
9 as a member of the public, to drive through Annacey Park.
10 That's what that signs says, correct?

11 A. We also have signs for no parking and residents or
12 other people don't follow it.

13 Q. Again, the, the point is that the public is not
14 welcome in Annacey Park. The public has no rights to
15 cross through Annacey Park.

16 They are private rights, correct?

17 I mean the, the---

18 A. Our, our roads are privately maintained.

19 Q. Well, and, and, again, you, you have signage at that
20 entrance that says don't come in. This is not a public
21 way and, and is, is there any other member of the
22 Greenville public that you represent or you're just the
23 homeowners association president?

24 A. That's correct.

25 Q. And has, has -- have -- never mind.

1 I think that's all I have. Thank you.

2 MR. SPINELLI: Nothing from the City, Your Honor.

3 MR. BIXLER: Nothing further.

4 THE COURT: You may step down. You have anything
5 else, sir?

6 MR. BIXLER: Nothing, Your Honor. Just --.

7 THE COURT: I did not realize that you were gonna be
8 calling a witness and I, I did not -- I would of
9 encouraged Mr. Swent, when he was first making his
10 argument, to, to bring somebody. So, if you need to call
11 somebody.

12 MR. SWENT: Your Honor, I, I was wondering only to
13 rebut the, the Knox Box concept.

14 THE COURT: Okay.

15 MR. SWENT: The City of Greenville affords civil
16 servants access to a Knox Box beyond just police and, and,
17 you know, obviously we have the City here. So I, I was
18 hoping to, to rebut that.

19 THE COURT: Sure.

20 MR. SWENT: You know, again, I, I, I think, in, in
21 absence of, of the City's employee testifying to that
22 fact, I, I, I think the, the comments that you have in
23 writing from the City in respect of their, their
24 assessment---

25 THE COURT: The emails?

1 MR. SWENT: ---and, and I'd simply say that, that
2 there is no better evidence of what the public's interest
3 are then the spokesman for the City who is the guardian of
4 the public interests.

5 what we've heard a lot about today from opposing
6 counsel and, and their witnesses is a -- in -- an argument
7 for a private interest, a, a private point of convenience.

8 Yes, I -- they may have challenges within Annacey
9 Park. Not, not our -- not the public's problem, you know.
10 The, the, the development of that community and how it
11 proceeded, not the public's problem. That -- that's a
12 private concern and, and the public's interest is hundreds
13 of thousands of people. Not 60.

14 Yes, Your Honor, if I can please call Eddie Littleton
15 from the City to, to rebut that argument?

16 THE COURT: Sure.

17 MR. SWENT: Mr. Littleton.

18 THE BAILIFF: Place your left-hand on the Bible and
19 raise your right-hand facing the clerk please.

20 EDDIE LITTLETON, being first duly
21 sworn, testified as follows:

22 THE CLERK: Yeah. You can have a seat and state your
23 name for the record please.

24 THE WITNESS: My name is Edgar Louis Littleton, III.
25 I go by Eddie.

Eddie Littleton - Direct examination
By Mr. Swent

1 DIRECT EXAMINATION

2 BY MR. SWENT:

3 Q. Thank you so much for spending some time with us here
4 today. I know you're a busy person, Mr. Littleton. I, I
5 think it's been established earlier per some email
6 correspondents that you are an employee of the City and
7 work in the engineering department.

8 Is that correct?

9 A. Yes, sir.

10 Q. And we heard some testimony earlier about a Knox Box,
11 a device that affords secondary access to communities like
12 Annacey Park for emergency services, correct?

13 A. That's correct, yes.

14 Q. Is that a pretty common arrangement?

15 A. From my understanding, that is correct. Yes.

16 Q. And, and we see that in a lot of different
17 communities. I can think of a couple right off the top of
18 my head. Club Forest has, has emergency -- sometimes
19 there are is as nice as a Knox Box, right?

20 Sometimes they're called Breakthrough?

21 A. I'm not familiar with all those devices. I'm -- but
22 --.

23 Q. Well, it's the---

24 A. Yes.

25 Q. Let's move on. The point---

Eddie Littleton - Direct examination
By Mr. Swent

1 A. Yes.

2 Q. The point being that it was characterized that a Knox
3 Box, in some fashion, limits the, the scope of emergency
4 services that are available through that secondary access?

5 A. Yes, sir.

6 Q. And, and so you heard that and I said well, we can --
7 that doesn't sound right to me. So, so let's confirm
8 exactly how the City's Knox Box routine works.

9 will you please describe what, what you were able to
10 ascertain?

11 A. Yes, I spoke with Tristan Johnson from the fire
12 department. He told me that what they're requiring and
13 moving to, instead of the lockboxes, is now a click, click
14 to open, click to push type system. He said all fire,
15 EMS, and police have the frequency. It's like a garage
16 door opener. They press the button and it's a secured
17 frequency that they have access. So, it gives everyone
18 access to open the gate.

19 Q. Okay. Thank you.

20 So, while, while you're up there, maybe I can just
21 confirm some of the conclusions that were set forth in, in
22 your email that, that is the City's position that, that
23 Kellett is not in the public road inventory presently.

24 A. That is correct.

25 Q. You couldn't find anything that, that demonstrated a

Eddie Littleton - Direct examination
By Mr. Swent

1 dedication or acceptance?

2 A. That is correct. We had legal do research and they
3 could not find any evidence of it ever being deeded to the
4 City or the County at the time.

5 Q. And, and does it, does it continue to be your
6 position that, that, that the City is opposed to accepting
7 Kellett Drive into its public inventory?

8 A. Yes, it is, it is engineering's stance that we would
9 rather not maintain Kellett Drive because of the various
10 reasons that you had mentioned.

11 Q. Do, do you -- on, on, on one of those agreements --
12 one of those reasons being a -- public safety prospective?

13 Does, does the City have a prospective on, on public
14 safety issues presented by Kellett Drive?

15 A. Yes, sir, we would rather have controlled access to
16 Laurens Road and we would prefer that they access Laurens
17 from Henderson Road with a controlled intersection traffic
18 lights especially for left turns.

19 Q. What about, what about the, the photos that we saw
20 where, where vehicles are parked along Henderson that make
21 Henderson, I don't know, less frequently?

22 A. Well, that does appear to be an issue. I do know
23 that the dealership is currently in construction and I
24 know they are working at that very spot with some of the
25 driveway aprons. So, it's very possible that that was

Eddie Littleton - Direct examination
By Mr. Swent

1 created from them not being able to get it -- get in and
2 out because of construction. I do not know that for
3 certain. It's just a possibility.

4 Q. I think that's all we have for you.

5 A. Okay. Thank you.

6 THE COURT: You need to ask any questions, sir?

7 MR. BIXLER: Sorry.

8 THE COURT: That's okay.

9 CROSS-EXAMINATION

10 BY MR. BIXLER:

11 Q. Mr. Littleton, what -- why is the secondary access
12 necessary?

13 A. The secondary access is necessary if fire wanted the
14 secondary access, even if it was limited by a gate, for
15 safety reasons. They want to build -- if they -- is, is
16 the fire and they needed extra help or, for whatever
17 reasons, they want to be able to have a second access
18 cause I think Annacey Park met the factor for needing
19 secondary access.

20 Q. And, and they currently have a secondary access,
21 correct?

22 A. They currently do, off of Kellett Drive.

23 Q. And just to be clear, you don't know that the parking
24 on the street was caused by the construction?

25 A. I, I don't know that for certain. I just had a, a

Eddie Littleton - Cross-examination
By Mr. Bixler

1 phonecall last week about some work due to the site permit
2 going on right there. That's my -- that's why I suspect
3 there's, there's work going on right there at Henderson.
4 I know they're installing driveway aprons and sidewalk.

5 Q. But would it, would it surprise you if that happens
6 outside of the, the, the---

7 A. No.

8 Q. --- (indiscernible)?

9 A. No, it wouldn't surprise me.

10 MR. BIXLER: Nothing further, Your Honor.

11 REDIRECT EXAMINATION

12 BY MR. SWENT:

13 Q. Do you know if on street parking on Henderson is
14 lawful?

15 A. I don't think it's signed as no parking. But I would
16 imagine if, if traffic was contacted with this, they would
17 very quickly install no parking signs on, on Henderson
18 Road to prevent that from happening because it does create
19 a safety issue.

20 Q. Thank you, Mr. Littleton.

21 MR. SPINELLI: No questions from the City, Your
22 Honor.

23 THE COURT: Thank you. You may step down.

24 THE WITNESS: Okay. Thank you.

25 THE COURT: Anything else?

1 MR. SWENT: Close, Your Honor, if, if, if you have
2 time for us?

3 THE COURT: Sure. Be brief.

4 MR. SWENT: Yes, sir.

5 Again, just to, to run through the, the -- an initial
6 point we made is that the road is not in the public
7 inventory. So, as a practical matter, if they -- if
8 Annacey Park felt like it had private rights, they had a
9 compulsory counterclaim to raise for imposition of a
10 private easement, which they haven't done, and which, by
11 the way, I think would of presented some particular
12 problems for them which is perhaps why they didn't raise
13 that claim.

14 One being that easements -- there's no such thing as
15 a free lunch. Easements come with obligations. They are
16 privileges that come with obligations.

17 They come -- in the modern commercial world of
18 easement, you, you enter an easement agreement, you got an
19 indemnity obligation to, to protect the, the easement
20 grantor from access and injuries and damage to property
21 and persons that, that are caused by your traffic over the
22 easement. You generally are required to carry a policy of
23 insurance to, to insure against those accidents, injuries
24 taking place within the eased property and certainly that
25 would be the case here.

1 You, you -- we have, you know, millions, ten of
2 millions of dollars of, of vehicles stationed on that
3 property. The idea that, that people should come and go
4 as, as private actors with our protecting the -- that
5 property is, is, again, outside commercial norm.

6 So, it's, again, I -- with, with the obligation to
7 maintain and pave and, and insure and indemnify against
8 accident injury taking place on this strip, I suppose
9 that's probably why you didn't see an, an action for, for
10 imposition of, of an easement. Instead, this private
11 actor seeks a public benefit and wants to impose that,
12 that public burden on, on the entire citizenry, citizenry
13 of, of the City of Greenville.

14 This is a dead-end, 250 foot strip. It is admittedly
15 convenient for Annacey Park but that's not the legal
16 standard. The legal standard is does the City of
17 Greenville, the public at large, require this way. And if
18 you, judge, were to drive down Kellett, you would find
19 yourself confronting three signs at that entrance.

20 One, this is a private place. Don't come any
21 further.

22 Second, no loitering. This is Annacey Park. We
23 don't want you in here. You are not invited as the
24 public.

25 So, what public purpose to drive down Annacey Park

1 and stop and confront the barrier to entry that is that no
2 invitation, no trespass declaration?

3 There's no public interest in Annacey Park. There's
4 merely a private interest and that private interest should
5 be foreclosed at -- as, as the, the, the common law of
6 South Carolina requires.

7 It, it -- as -- we don't want to mince words. All
8 parties in interest says Annacey Park. All parties in
9 interest is tantamount to the public and certainly Annacey
10 Park and its residents are members of the public but they
11 don't represent the public at large. They are a minority,
12 an extreme minority subset.

13 The standard for closure is whether or not the public
14 requires it. I know I said before. No better steward, no
15 better testimony on what is the -- in the public interest
16 than the City itself and the City has said no to Kellett
17 Drive.

18 THE COURT: Counsel.

19 MR. BIXLER: Thank you, Your Honor, just briefly.

20 And we -- we've talked about a lot of private
21 interests and the only private interest, it appears to be
22 advanced, is, is that of Anderson where they can take and
23 put cars over this road and, and we certainly -- the
24 standard as set forth in the statute is best interest of
25 all concerned that the street be closed.

1 And, and I, I think the testimony here today is, is
2 that the best interest is not, is not concerned -- the
3 best interest of all is not served by closing Kellett and,
4 and, again, I just briefly read from what the Supreme
5 Court said in First Baptist.

6 A public street may be vacated for the sole purpose
7 of benefiting abutting landowner. And, again, the, the --
8 and I think the, the admission is that it's in con --
9 inconvenient for Anderson that they want to use that
10 property for them. It -- the, the -- so it, again, I, I
11 think the best interest of all concerned is that it's not
12 closed and the only party benefiting from this is
13 Anderson.

14 THE COURT: Mr. Spinelli.

15 MR. SPINELLI: Your Honor, briefly.

16 As Your Honor notes, the City did not oppose the
17 plaintiff's action. We're here. We are neutral in
18 whatever Your Honor deems just and proper is, is okay with
19 the City.

20 Thank you.

21 THE COURT: Thank you, sir.

22 MR. SWENT: Just want to make sure that Your Honor is
23 fully informed on the legal standard from, from
24 Hoogenboom. The, the mere fact that the vacation was at
25 the instigation of an individual who owns abutting

1 property does not invalidate the vacation or constitute
2 abuse of discretion. Nor does the fact that some private
3 interest may be served incidentally by abandonment. On
4 the other hand, must appear that clearly no consideration
5 other than the public interest could of been prompted --
6 could of prompted the action of abandonment.

7 So the point is that, that yes, there are always some
8 private interests that are -- that -- there is as a
9 reverter of the fee simple title the underneath an, an
10 abandoned right of way, that are always abutting property
11 owners that, that bring forward statutory petitions for,
12 for road closure.

13 The standard is not to say well, there's an
14 incidental benefit to a private actor or there's an
15 incidental detriment to a private actor. The standard is
16 whether or not the public at large has an interest in
17 Kellett Drive, and as we have clearly seen, it is a
18 dead-end street that the public is not welcome to use for
19 any purpose whatsoever that is beneficial to the public.

20 There is merely a private right of -- there's a
21 private access way of convenience for, for the Annacey
22 Park residents and that's not the standard. The standard
23 is a public interest standard. It's not a private
24 interest standard and that's all we've heard.

25 THE COURT: Okay. Thank you.

1 I will take it under advisement. I will get back to
2 you.

3
4 * * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Greenville County, South Carolina, on the 8th day of April, 2024.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

May 15th, 2024



PAMELA E. GREEN, Court Reporter

From: Clint Link <clink@greenvi_esc.gov>
Subject: RE: AB 22-05 Kellett Drive
To: Austin Rutherford <arutherford@greenvi_esc.gov>
Cc: Eddie Littleton <elittleton@greenvi_esc.gov>
Sent: February 14, 2023 5:40 PM (UTC-05:00)

Austin

Eddie and I would like to discuss your recommendation tomorrow when its convenient for you. We have the public hearing coming up on the 27th and need to make sure we're all in alignment. I offer the following comments in response to your concerns:

- While we have not been able to find the original site plans for the Annacey Park development, my recollection is that the access to the development from Kellett Dr was always intended to be an emergency access only. It was gated for a long time and has never been paved.
- The proposed SRT connection is from the Laurens/Henderson/Verdae Commons Drive signalized intersection and down Verdae Commons Drive. We would never approve a trail crossing from Kellett Drive. All ped, bike and vehicular access to the opposite side of Laurens should occur from the signalized intersection.
- With Laurens Road being major arterial highway, abandoning Kellett would provide some access management and direct the residents of Annacey Park to the signalized intersection
- Kellett Drive is currently a dead end street that does not meet our standards. It does not have a turn around and does not have adequate right of way width for the entire length. It's a substandard road that we would prefer not to have to own and maintain
- Outside of the secondary access to Annacey Park, it primarily functions as a driveway to the Bradshaw car dealership. The way we have permitted the Bradshaw site improvements over the years has made it essentially their own private driveway

While we understand your comments and they are valid concerns, we don't feel Kellett Dr is the provides the overall desired connectivity to the surrounding area and given its use and function, its not a road we want to continue serve as a public right of way.

Let me know when its convenient to talk through this.

Clint Link

Director of Engineering Services
clink@greenvi_esc.gov www.greenvi_esc.gov
206 South Main St., Greenville SC 29601
PHONE: (864) 467 4276 MOB LE: (864) 303 2741

From: Austin Rutherford

Sent: Monday, January 23, 2023 4:41 PM

To: Eddie Littleton ; Anthony Harris ; Barrett M. Armstrong ; Ben Carroll ; Brooks Dixon ; Calin Owens ; Carlos Roper - Piedmont Natural Gas () ; Carmen Durham ; CenturyLink ; Chad Thompson ; Clint Link ; Clint Moore ; Dave Derrick ; David Hindman ; derry.rollins@chartercom.com; Edward Kinney ; Gabriell Sobel ; Greg Wright ; J.R. Long ; Jeff Case ; Jeff McLeroy ; Jindriska Macickova ; Jeff Waters ; Kim Volek ; Kris Kurjiaka ; Lucas T. Bryson ; Lumen 1 ; Margaret Wilhour ; Mark Hattendorf ; Mary Douglas Hirsch ; Megan Young ; Michael Frixen ; Michael Ruby ; Michele Perdue ; Mildred Lee ; Monique Mattison ; National Relocate ; Nick Tate ; Paul Dow ; Rebecca Edwards ; Renoy Thomas ; Ross Zelenske ; Sandy Templeton ; Shannon Lavrin ; timothy.cassell@duke-energy.com; Tom Reynolds ; Tonya Gramann ; Tracy Ramseur ; Tristan Johnson ; Valerie Holmes ; Wayne Owens ; Will Young ; Shawn Cunningham

Subject: RE: AB 22-05 Kellett Drive

Eddie

Please regard this as the Planning Department's formal recommendation for the abandonment of Kellett Drive, AB-22-05.

Recommendation: Denial

Comments:

The recommendation for denial is based upon the following:

1. The abandonment of Kellett Drive does not meet the intent of Land Management Ordinance (LMO) Section 19-1.3.14 pertaining to the promotion of interconnectivity. The loss of connectivity for the townhome development would restrict vehicular, pedestrian, and bicycle connectivity in the area.

City of Greenville FOIA - 0016

From: [Fant, Patrick III Law Clerk \(Joshua Dressendorfer\)](#)
To: [Swent, William B.](#); mspinelli@greenvillesc.gov; lbixler@bbdlawsc.com; zakiyag@BBDlawsc.com; [Leary, Aimee Victoria-Ann](#); pdollar@bbdlawsc.com
Subject: [EXT] Re: Anderson Laurens Road AA LLC, v. Annacey Park Homeowners Association Inc., (2023cp2304246)
Date: April 24, 2024 9:25:20 AM

Good morning everyone,

Based on a review of Petitioners' Motion to Alter or Amend Pursuant to Rule 52(b) or, in the Alternative, for Reconsideration Pursuant to Rule 59(e), as well as Respondents' Reply to Petitioners' Motion, Judge Fant has reconsidered his April 10, 2024, Order and stands by his Order. However, Judge Fant requests that Counsel for Annacey Park Homeowners Association, Inc. prepare an Amended Formal Order to include findings of fact and conclusions of law consistent with arguments in the written Motion, as well as argued orally at the April 8th, 2024 hearing.

Counsel for Annacey Park Homeowners Association Inc., please prepare a proposed Amended Order and share with opposing counsel. Then, please send the proposed order to me and I will forward it to Judge Fant for his review and approval.

Respectfully,

Joshua Dressendorfer, Esq.
Law Clerk to The Honorable Patrick C. Fant, III
Greenville County Courthouse
305 East North Street
Greenville, SC 29601
(864) 467-8559 (Telephone)
(864) 467-8815 (Fax)

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**Oct 30 2024**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

The Honorable Patrick C. Fant, III, Circuit Court Judge

Case No. 2023-CP-23-04246  
Appellate Case No. 2024-000999

Anderson Laurens Road AA, LLC and Anderson  
Laurens Road ZZ, LLC,

Appellants,

v.

Annacey Park Homeowners Association, Inc.  
and the City of Greenville,

Respondents.

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that the Record on Appeal contains all additional materials consented to be included in the Record by all of the parties and not any other material.

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