

RECEIVED

Dec 06 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY

Court of Common Pleas

The Honorable B. Alex Hyman

Case No. 2020-CP-22-00356

Appellate Case No. 2023-001454

Ron Christmas,

Appellant,

v.

County of Georgetown, City of Georgetown, and South Carolina Department of Transportation,

Respondents.

**RECORD ON APPEAL
VOLUME VII OF VII**

Justin O'Toole Lucey (SC Bar No.: 15438)
Sohayla R. Townes (SC Bar No.: 102814)
JUSTIN O'TOOLE LUCEY, P.A.
415 Mill Street
Mount Pleasant, South Carolina 29464
(843) 849-8400
jlucey@lucey-law.com
stownes@lucey-law.com
Attorneys for the Appellant

M. Kirk Battle, Esq.
Michael W. Battle, Esq.
Battle Law Firm, LLC
P.O. Box 530
Conway, SC 29528
kbattle@battlelawsc.com
mbattle@battlelawsc.com
Attorneys for County of Georgetown

Andrew F. Lindemann, Esq.
Lindemann Law Firm, P.A.
P.O. Box 6923
Columbia, SC 29260
andrew@ldlawsc.com
Attorney for City of Georgetown

Lisa A. Thomas, Esq.
Carmen V. Ganjehsani, Esq.
Richardson Plowden
Office: 2103 Farlow Street
Myrtle Beach, SC 29577
Mailing Address: P.O. Box 3646
Myrtle Beach, SC 29578
lthomas@richardsonplowden.com
cganjehsani@richardsonplowden.com
*Attorneys for South Carolina Department of
Transportation*

INDEX

VOLUME I

Orders, Judgments, and Decisions Issued in This Case

1. Order Denying Respondent City of Georgetown’s (“City”) Motion to Dismiss (Stormwater Statute Claim) filed March 22, 2022.....R-0001
2. Amended Order Denying City’s Motion to Dismiss filed June 7, 2022.....R-0008
3. Form 4 Order (Directed Verdict) filed August 17, 2023.....R-0011

Pleadings, Motions, and Other Pre-Trial Matters

4. Summons and Complaint filed April 3, 2020.....R-0014
5. Amended Summons and Complaint filed November 11, 2021.....R-0023
6. City’s Answer to Amended Complaint filed December 22, 2021.....R-0033
7. City’s Notice of Motion and Motion to Dismiss, Motion to Strike Amended Complaint, and Motion to Strike filed December 23, 2021.....R-0043
8. City’s Memorandum in Support of Motion to Dismiss, Motion to Strike Amended Complaint, and Motion to Strike filed January 26, 2022.....R-0047
9. City’s Notice of Motion and Motion to Alter or Amend Order and/or Motion to Reconsider filed April 1, 2022.....R-0054
10. Stipulation of Dismissal of Green Wave Only with Prejudice filed November 8, 2022.....R-0059
11. Second Amended Summons and Complaint filed November 30, 2022.....R-0061
12. Respondent SCDOT’s Answer to Second Amended Complaint filed December 9, 2022.....R-0071
13. Respondent Georgetown County’s (“County”) Answer to Second Amended Complaint filed December 12, 2022.....R-0082
14. City’s Answer to Second Amended Complaint filed December 15, 2022.....R-0086
15. City’s Notice of Motion and Motion for Summary Judgment filed July 31, 2023.....R-0095
16. City’s Pre-Trial Brief filed August 11, 2023.....R-0100

17. County’s Pretrial Brief filed August 11, 2023.....	R-0107
18. Appellant Christmas’s (“Christmas”) Pretrial Brief filed August 11, 2023.....	R-0112
19. City’s Notice of Motion and Motion to Bifurcate filed August 12, 2023.....	R-0122
20. City’s Notice of Motion and Motion in Limine filed August 13, 2023.....	R-0124
21. Christmas’s Opposition to City’s Motion for Summary Judgment filed August 14, 2023.....	R-0128

VOLUME II

Transcripts

22. August 14 – 17, 2023, Amended Trial Transcript.....	R-0156
a. Pretrial Matters	
i. Rule 702, SCRCP, Motion to Exclude or Limit Testimony of Richard L. Castles Jr. (Tr. p. 146).....	R-0301
ii. Other Motions in Limine (Tr. p. 156).....	R-0311
b. Opening Statements (Tr. p. 183).....	R-0338
c. Testimony of Appellant Witness Richard Pope	
i. Pope Direct Examination by Mr. Lucey (Tr. p. 215).....	R-0370
ii. Pope Cross-Examination by Ms. Thomas (Tr. p. 231).....	R-0386
iii. Pope Cross-Examination by Mr. Battle (Tr. p. 235).....	R-0390
iv. Pope Redirect Examination by Mr. Lucey (Tr. p. 236).....	R-0391
v. Pope Recross-Examination by Mr. Kirk Battle (Tr. p. 238).....	R-0393

VOLUME III

d. Testimony of Appellant Expert Witness Richard L. Castles, Jr.	
i. Castles Direct Examination by Mr. Lucey (Tr. p. 242).....	R-0397
ii. Castles Voir Dire Examination by Mr. Lindemann (Tr. p. 257).....	R-0412
iii. Castles Voir Dire Examination by Mr. Battle (Tr. p. 261).....	R-0416
iv. Castles Voir Dire Examination by Ms. Thomas (Tr. p. 263).....	R-0418
v. Castles Voir Dire Examination by Mr. Lucey (Tr. p. 265).....	R-0420
vi. Castles Voir Dire Examination by Mr. Lindemann (Tr. p. 266).....	R-0421
vii. Castles Voir Dire Examination by Mr. Lucey (Tr. p. 269).....	R-0424
1. Motion to Exclude or Limit Testimony of Castles (Continued) (Tr. p. 271).....	R-0426
viii. Castles Proffer Examination by Mr. Lucey (Tr. p. 286).....	R-0441
1. Motion to Further Exclude or Limit Testimony of Castles (Tr. p. 289)	R-0444

- ix. Castles Proffer Examination Continued by Mr. Lucey (Tr. p. 294)...R-0449
- x. Castles Proffer Examination by Ms. Thomas (Tr. p. 303).....R-0458
- xi. Castles Proffer Examination by Mr. Lucey (Tr. p. 305).....R-0460
 - 1. Motion to Exclude or Limit Testimony of Castles (Continued) (Tr. p. 306).....R-0461
- xii. Castles Direct Examination Continued by Mr. Lucey (Tr. p. 307)....R-0462
 - 1. Motion to Further Exclude or Limit Testimony of Castles (Continued) (Tr. p. 344).....R-0499
- xiii. Castles Direct Examination Continued by Mr. Lucey (Tr. p. 347)....R-0502
- xiv. Castles Cross-Examination by Mr. Lindemann (Tr. p. 360).....R-0515
- xv. Castles Cross-Examination by Mr. Mike Battle (Tr. p. 409).....R-0564
- xvi. Castles Cross-Examination by Ms. Thomas (Tr. p. 421).....R-0576
- xvii. Castles Redirect Examination by Mr. Lucey (Tr. p. 426).....R-0581
 - 1. Motion to Exclude or Limit Testimony of Castles (Continued) (Tr. p. 446).....R-0601
 - 2. Bench Conference Encouraging Expediency (Tr. p. 454).....R-0609
- xviii. Castles Redirect Examination by Mr. Lucey (Continued) (Tr. p. 455).....R-0610
- e. Testimony of Appellant Witness The Honorable Robert Harry O'Donnell
 - i. O'Donnell Direct Examination by Mr. Evans (Tr. p. 457).....R-0612
 - ii. O'Donnell Cross-Examination by Mr. Kirk Battle (Tr. p. 474).....R-0629
 - iii. O'Donnell Cross-Examination by Mr. Lindemann (Tr. p. 481).....R-0636
 - iv. O'Donnell Redirect Examination by Mr. Evans (Tr. p. 486) R-0641

VOLUME IV

- f. Testimony of Appellant Expert Witness Stephen John Geiger
 - i. Geiger Direct Examination by Mr. Evans (Tr. p. 487).....R-0642
 - ii. Geiger Cross-Examination by Mr. Mike Battle (Tr. p. 516).....R-0671
 - iii. Geiger Cross-Examination by Mr. Lindemann (Tr. p. 523).....R-0678
 - iv. Geiger Redirect Examination by Mr. Evans (Tr. p. 533).....R-0688
 - v. Geiger Recross-Examination by Mr. Lindemann (Tr. p. 538).....R-0693
- g. Testimony of Appellant/Plaintiff Charlie Ronald Christmas
 - i. Christmas Direct Examination by Mr. Evans (Tr. p. 540).....R-0695
 - 1. Motion to Exclude or Limit Christmas's Testimony (Tr. p. 546).....R-0701
 - ii. Christmas Proffer Examination by Mr. Evans (Tr. p. 547).....R-0702
 - iii. Christmas Proffer Cross-Examination by Mr. Lindemann (Tr. p. 556).....R-0711
 - iv. Christmas Proffer Cross-Examination by Ms. Thomas (Tr. p. 560)...R-0715
 - v. Christmas Continued Direct Examination by Mr. Evans (Tr. p. 568).....R-0723
 - vi. Christmas Cross-Examination by Mr. Kirk Battle (Tr. p. 585).....R-0740
 - vii. Christmas Cross-Examination by Ms. Thomas (Tr. p. 594).....R-0749

viii. Christmas Cross-Examination by Mr. Lindemann (Tr. p. 600).....	R-0755
h. Close of Appellant’s Case in Chief (Tr. p. 615).....	R-0770
i. Respondents’ Directed Verdict Motions (Tr. p. 618).....	R-0773
j. Rulings on Directed Verdict Motions (Tr. p. 693).....	R-0848
k. Appellant’s Motion for New Trial (Tr. p. 699).....	R-0854

Charges

23. Christmas’s Proposed Jury Charges.....	R-0857
--	--------

VOLUME V

Exhibits

Appellant’s Exhibits:

24. Exh. 1: East Bay Park Lease.....	R-0888
25. Exh. 21: SCDOT Permit Encroachment.....	R-0895
26. (Defendants) Exh. 22: Video.....	R-0897
27. (Defendants) Exh. 25: Video.....	R-0898
28. (Defendants) Exh. 26: Video.....	R-0899
29. Exh. 38: Topographic Report.....	R-0900
30. Exh. 40: Robert Castles’ Report.....	R-0905
31. Exh. 41: Sea Level Rise.....	R-0907
32. Exh. 43: Survey.....	R-0911
33. Exh. 47: Photos of Tide.....	R-0912
34. Exh. 48: Photos Taken by Appellant.....	R-1032
35. Exh. 49: City Map.....	R-1050

VOLUME VI

36. Exh. 141: Final Construction Plans.....	R-1052
---	--------

37. Exh. 155: Photo of Cracking.....	R-1140
38. Exh. 163: Comparison of Road Plane.....	R-1166
39. Exh. 166: Tide Chart.....	R-1167
40. Exh. 176: Six Photos from Stephen Geiger Report.....	R-1172

Respondents' Exhibits:

41. Exh. 1: City Map.....	R-1175
42. Exh. 2: Soil Survey Map.....	R-1177
43. Exh. 3: Photo (Lindemann).....	R-1179
44. Exh. 4: Building Permit.....	R-1180
45. Exh. 5: Elevation Certificate.....	R-1181
46. Exh. 6: Deed.....	R-1183
47. Exh. 7: Deed to Wife.....	R-1188

Court's Exhibit

48. R. Castles Deposition Transcript.....	R-1194
---	--------

VOLUME VII

49. (Cont.) R. Castles Deposition Transcript.....	R-1302
---	--------

Other Materials or Documents

50. <i>Wiggins v. City of Charleston</i> , Civil Action Number 2018-CP-10-01494, June 4, 2022 Charleston County Court of Common Pleas Order Granting Defendant Town of Mt. Pleasant's Rule 12 Motions.....	R-1460
51. <i>McKittrick, et al. v. Tennyson at Park West Association, Inc., et al.</i> , Civil Action Number 2020-CP-10-04421, April 26, 2022 Charleston County Court of Common Pleas Order Granting Defendant City of Charleston's Motion for Summary Judgment.....	R-1469
Certificate of Appellant Counsel.....	R-1479

JUSTIN O'TOOLE LUCEY, P.A.

/s/Justin Lucey

Justin O'Toole Lucey (SC Bar No.: 15438)

Sohayla R. Townes (SC Bar No.: 102814)

415 Mill Street

Mount Pleasant, SC 29464

Telephone: (843) 849-8400

Attorneys for Appellant

Charleston, South Carolina
December 6, 2024

1 Q. You agree with me you were unsure a
2 moment ago because you said "possibly", right?

3 MR. EVANS: Object to form.

4 THE WITNESS: I did say that.

5 BY MR. LINDEMANN:

6 Q. Is that an opinion that you formed
7 prior to just doing it in the middle of this
8 deposition in answering my questions?

9 A. No.

10 Q. Do you know who was the engineer that
11 prepared drainage plans for the park renovations?

12 A. There's been different ones.

13 Q. Okay. And whose are you critical of?

14 A. Stantec would be one of them. That's
15 who did the tennis courts.

16 Q. All right. And what do you believe
17 that Stantec -- or explain to me how Stantec did
18 not meet the standard of care expected of an
19 engineer in the design of the drainage systems of
20 the tennis courts.

21 A. Well, it appears to me and my opinion
22 is that they didn't provide any retention facility
23 for that hard surface runoff.

24 Q. All right. Any other opinion against
25 Stantec?

1 A. No.

2 Q. All right. Who else did drainage
3 design plans for the improvements to the park?

4 A. I believe Kevin Barnes did improvements
5 to the boat landing and there they used -- for the
6 parking they -- or the parking they used pervious
7 pavement. I have not reviewed that to see if the
8 pervious pavement is working because it doesn't
9 flow to the area that we're discussing that we have
10 the problems with.

11 Q. All right. So you don't have any
12 opinions that Mr. Barnes then violated the standard
13 of care; is that correct?

14 A. I do not.

15 Q. All right. Any other engineers provide
16 any type of plans for drainage for any of the park
17 improvements?

18 A. Not that I know of.

19 Q. So the only engineer who you have
20 criticism for is Stantec?

21 A. Correct.

22 Q. Now you testified earlier that
23 Mr. Christmas experienced general flooding in the
24 area of his house as early as 2012. Wasn't that
25 your testimony?

1 A. I think it was, but after -- thinking
2 about it, I'm not exactly sure when he started
3 having flooding at his house. I have no record of
4 when the flooding started.

5 Q. Well, did Mr. Christmas ever tell you
6 when the flooding started?

7 A. It seems like I remember him saying
8 sometime after 2012, but here again, that's just...

9 Q. And that's what you testified to
10 earlier under oath, correct?

11 A. Yes.

12 Q. You're not retracting your sworn
13 testimony, are you?

14 A. I'm just saying that sometime after
15 2012.

16 Q. Okay. Now you said earlier that it was
17 2012 when you were told that the property started
18 flooding; did you not?

19 A. I could have, yes, sir.

20 Q. All right. You didn't just make that
21 up; that's something that you had been told,
22 correct?

23 A. Well, I'm either correcting the record
24 or telling you now it was sometime after 2012.

25 Q. All right. The historic information

1 that you were provided as far as flooding at that
2 property, did that come from Ron Christmas?

3 A. Yes, until later when I did my own
4 observations.

5 Q. Okay. Did he provide any type of
6 information to you in writing?

7 A. I have seen somewhere some notes of
8 his, but I have not -- I don't have copies of those
9 notes. He didn't offer to give me copies.

10 Q. Did you review those notes?

11 A. Not really. He was just discussing
12 from notes.

13 Q. Tell me what those notes look like so
14 we can make certain we request them.

15 A. They were on a yellow sheet of paper.
16 Yellow notebook.

17 Q. They were within a notebook?

18 A. No, just in a file.

19 Q. How many pages?

20 A. I don't remember. A couple.

21 Q. Were they handwritten?

22 A. Yes.

23 Q. Do you recall anything else that he
24 told you from those notes?

25 A. Well, I know he had the lot across the

1 street and there's photos that were provided from
2 across the street, that they were parking on that
3 piece of property in 2013, so that leads me to
4 believe that area was not flooding in 2013. It
5 floods today.

6 Q. And by "across the street" are you
7 referring to his lot that's across from Greenwich
8 Drive?

9 A. From his house, that's correct.

10 Q. An undeveloped lot?

11 A. Yes.

12 Q. Okay. Did you take any notes of your
13 conversations with Mr. Christmas?

14 A. I did not.

15 Q. Did you take any notes whatsoever in
16 your work that's been done for this case?

17 A. I did not.

18 Q. You don't ever take notes?

19 A. I try not to.

20 Q. Why do you try not to?

21 A. I don't need to.

22 Q. You just rely on memory?

23 A. Yes, sir.

24 Q. Okay. What's your date of birth?

25 A. 2/12/54.

1 Q. Is your memory as good today as it was
2 when you were 30?

3 A. Probably.

4 MR. BATTLE: Are you frozen out or is
5 it just me?

6 (Off the record from 1:15 p.m. until
7 1:23 p.m.)

8 BY MR. LINDEMANN:

9 Q. Is that your normal practice, never to
10 take notes on anything?

11 A. I take very little notes because I
12 depend on the materials that is provided to me that
13 I use.

14 Q. Do you -- when you go through the
15 material that's provided to you do you mark it up
16 at all? Do you write notes on that or use
17 highlighters or flags or some way to mark the most
18 significant parts?

19 A. If I do then I submit it back so it
20 gets distributed to everybody.

21 Q. All right. Is that something you
22 typically do, is my question?

23 A. No, I don't do a whole lot of that. As
24 long as I know the document I can find what I need.

25 Q. And did you do that in this case? Did

1 you take any notes on the materials that were
2 provided to you?

3 A. No, sir.

4 Q. Can you give me a ballpark of how many
5 different open files you have as an expert witness?

6 A. Three.

7 Q. And is that typical for you to have
8 only three open files?

9 A. Pretty much so.

10 Q. That's almost your complete practice at
11 this point, is three files?

12 A. Yes.

13 Q. Okay.

14 A. One's already had the deposition. This
15 one is having the deposition, and then I'll have
16 one more, the deposition.

17 Q. All right. Have you done any type of
18 studies whatsoever to determine where the water
19 that floods Mr. Christmas's property is coming
20 from?

21 A. Most of the water, in my opinion,
22 that's flooding him is coming out of Winyah Bay.

23 Q. Well, when you say "most" can you give
24 me a percentage?

25 A. 90 percent.

1 Q. And what is the basis for that opinion?

2 A. Based on the volume of water that I've
3 seen come out of Winyah Bay. Based on the volume
4 of water -- well, I haven't seen any volume of
5 water on a runoff, so I can't tell you what
6 actually runs off the East Bay site.

7 Q. And how many different flooding events
8 have you been present for at Mr. Christmas's
9 property?

10 A. Two.

11 Q. And when were those?

12 A. I don't have the dates in front of me.

13 Q. Well, how would you be able to testify
14 as to what those dates were?

15 A. I would have it, here again, in my
16 timesheets as to the day I went down there.

17 Q. Can you give me a month and a year?

18 A. No.

19 Q. Can you give me a year?

20 A. 2020, 2021.

21 Q. After the lawsuit was filed or before?

22 A. I believe it was all after the lawsuit
23 was filed. I can verify that, but that's my
24 recollection at this point.

25 Q. But you never witnessed the flooding of

1 that prior to the lawsuit being filed?

2 A. I do not believe so.

3 Q. Did you offer any type of assistance as
4 far as the drafting of the lawsuit's concerned?

5 A. No, sir.

6 Q. Okay. Have you ever seen a copy of the
7 lawsuit?

8 A. Yeah, I'm probably sure I have.

9 Q. Okay. I did not see a copy in the
10 production that you made of your file. Is there a
11 reason for that?

12 A. No, not particularly. I mean, like I
13 say, I probably did, but it's possible I did not.

14 Q. You just don't recall?

15 A. I just don't recall.

16 Q. I'm not trying to be disrespectful,
17 Mr. Castles, but I'm kind of struggling. You tell
18 me you have an extremely good memory of things and
19 you can't testify as to whether you've seen the
20 lawsuit or not?

21 A. You know most of the times, Mr.
22 Lindemann, we do this in person. This is my first
23 Zoom meeting. And most of the time your attorneys
24 bring up all the paperwork that you want me to
25 identify if I've seen and you want me to -- you ask

1 me specific questions about it. Now, I do not have
2 the paperwork in front of me. I wasn't told to
3 bring the paperwork to the Zoom meeting, so -- and
4 you're not providing any paperwork to show me, so
5 we're at a loss here.

6 Q. I don't know what paperwork you're
7 expecting me to show you as far as your own file is
8 concerned.

9 A. Well, I assume you would show me my own
10 file that you received.

11 Q. You didn't bring your file with you?

12 A. My file is on the computer somewhere,
13 but it's a lot of stuff. I didn't print it all
14 out.

15 (Off the record.)

16 BY MR. LINDEMANN:

17 Q. Okay. I'm sorry for those technical
18 problems. Hopefully I won't have them again.

19 So going back to the opinion you just
20 gave me, that 90 percent of the water comes from
21 Winyah Bay, have you done anything to quantify
22 that?

23 A. No.

24 Q. So what is that based on? Just
25 speculation?

1 A. Being down there when the tides come
2 in.

3 Q. And you've only done that on two
4 occasions?

5 A. Right.

6 Q. Did you record what you observed either
7 by video or by photographs?

8 A. I've got some photographs.

9 Q. And tell me what you observed on those
10 two occasions with the tides coming in.

11 A. The tide came in down the city ditch.
12 I say it's a city ditch, but it's a ditch on
13 Greenwich Drive where the pipe runs out from Front
14 Street under Greenwich and on out into the bay,
15 there was water coming in that ditch. There was
16 water coming in the pipes where the flap valve was
17 leaking.

18 Then there was also water -- once it
19 got up high enough it overtopped the road just
20 north of Robbie O'Donnell's house or maybe right at
21 Robbie O'Donnell's driveway, I believe, and then
22 started running down the ditch to the corner, to
23 the corner of Greenwich and Front Street and to
24 Ronnie Christmas's lot. And then as the water came
25 up it covered more and more of the road until

1 finally the whole intersection from almost the
2 tennis courts up to Prince Street, where it had
3 water coming over anywhere from obviously a couple
4 of inches deep to a foot to a foot and a half.

5 Q. When you refer to Robbie O'Donnell's
6 house, I'm not familiar with Mr. O'Donnell. Which
7 house are you referring to?

8 A. The one that's -- if you're looking at
9 the front of Mr. Christmas's house his is to the
10 right.

11 Q. The immediate house to the right?

12 A. That is correct.

13 Q. Have you spoken with Mr. O'Donnell at
14 anytime as part of your analysis of this case?

15 A. I have. He was with Mr. Christmas on
16 at least two occasions.

17 Q. And those are the two occasions when
18 you saw the tides come in?

19 A. We were down there one time without the
20 tide coming in.

21 Q. Okay. Now I thought -- maybe I missed
22 it. I thought you testified earlier that you'd
23 been there only a total of three times; is that
24 right?

25 A. That's right. One was when the tide

1 over the top of the road. One was when the tide
2 got up to the road, but it was -- water was coming
3 in through the pipe and flooding on the other side
4 of Front Street. So that was two times. And then
5 the third time was to meet Mr. Christmas --

6 Q. Okay.

7 A. -- and Robbie.

8 Q. And there was no flooding event that
9 third time when you met Mr. Christmas and
10 Mr. O'Donnell?

11 A. I don't remember that there was, that's
12 correct.

13 Q. All right. So the two times that you
14 said you saw the tides come in, was that at high
15 tide?

16 A. Yes.

17 Q. And was there an unusually high tide on
18 those two particular days?

19 A. One day it was not. The day that it
20 didn't cross the road was not a particularly high
21 tide.

22 Q. And what was the high tide mark on that
23 particular day?

24 A. I believe we were at a four on that
25 day.

1 Q. All right. And on the day that it did
2 cross the road what was high tide?

3 A. 5.8.

4 Q. And so how far on to Mr. Christmas's
5 lot -- and I'm specifically referring to the lot on
6 which the house is located, how far did the water
7 get on the day you saw it with a 5.8 high tide
8 mark?

9 A. About halfway up his lot at the
10 elevation of 4.0.

11 Q. So the water itself got up to 4.0?

12 A. Yes.

13 Q. Did you measure that or is that just
14 your estimation?

15 A. Based on the topo shots I had.

16 Q. All right. So you had already done the
17 strip survey at that point?

18 A. I had.

19 Q. Do you know when that strip survey was
20 done?

21 A. The date on it here is 5/21/21. I say
22 that I did that before the strip survey was done.
23 Let me rephrase that if I can and be accurately
24 sure of what I'm saying here, is I took a lot of
25 pictures, which have been provided to everybody,

1 and so I marked it on the ground where it came up
2 to which was the edge of the brick. So after I did
3 the strip survey I knew where the edge of the brick
4 was. So here again, I would have to go back to my
5 timesheets to see exactly what date that high tide
6 was.

7 Q. And the edge of the -- what are you
8 referring to? On his house or something on his
9 property?

10 A. Brick pavers. You know, the concrete
11 and then he has some brick pavers.

12 Q. All right. So by "brick" you're
13 referring to brick pavers on the front of the home?

14 A. Yes, sir.

15 Q. Have you ever seen flooding actually in
16 the rear of the home?

17 A. No, sir.

18 Q. The property.

19 A. No, sir.

20 Q. Are you aware of any contention that
21 Mr. Christmas is making that there's flooding in
22 basically the backyard area of the home?

23 A. I believe he is based on the
24 subsistence of the soil in the back.

25 Q. Where on his property are there brick

1 pavers?

2 A. In the front of his house around the
3 little fountain and also in the back of his house
4 around the pool.

5 Q. And is there any damage to the brick
6 pavers in the front of the building, the front of
7 the house?

8 A. I don't believe those were cracked.

9 Q. All right. How about the ones in the
10 rear of the house?

11 A. Yes, they've settled away from the
12 pool. The brick stairs have separated from the
13 house.

14 Q. Are you planning on offering expert
15 opinions as to why the brick pavers in the rear of
16 the home have separated from the pool?

17 A. No more than what I've testified
18 before. I believe the subsistence of the soil.

19 Q. And how about as far as the stairs
20 separating from the house, are you planning on
21 offering any opinions on causation?

22 A. Here again, just subsistence of the
23 soil and them starting to lean away from the house.

24 Q. The stairs that are separated from the
25 stairs, is that in the front of the house or in the

1 rear?

2 A. Both.

3 Q. And so what precisely is your opinion
4 on causation?

5 A. Subsistence of the soil from water
6 getting in it and consolidating it.

7 Q. Explain to me what you mean by
8 "consolidating it." What are you referring to?

9 A. Consolidates the soil. Compresses it.

10 Q. Have you done any type of soil testing
11 to determine whether your theory is correct or not?

12 A. No, sir.

13 Q. Have you -- do you have any experience
14 as a geotechnical engineer?

15 A. No, sir. Well, reviewing geotechnical
16 reports, I do that all the time.

17 Q. Do you have any specific training as a
18 geotechnical engineer?

19 A. No, sir.

20 Q. And so when you say the soil has been
21 compressed, that's not something you actually
22 observed; is that correct?

23 A. Well, it happens over a period of time.
24 It's not something you can sit there and just look
25 at.

1 Q. Well, that's something that you can
2 determine by taking soil samples, correct?

3 A. I believe you could. Here again,
4 that's a geotechnical question, if you...

5 Q. All right. And that's not something
6 that you've done, correct?

7 A. No, it's not.

8 Q. And do you plan on doing that work or
9 having that geotechnical engineer do that work?

10 A. I do not.

11 Q. Have you asked Mr. Christmas or his
12 lawyers to retain a geotechnical engineer to assist
13 you?

14 A. Not at this point.

15 Q. Do you plan to?

16 A. I will probably discuss it with him,
17 yes, sir.

18 Q. Okay. Any other opinions on causation
19 other than that water has caused subsistence of the
20 soil?

21 A. No.

22 Q. And the water that you contend caused
23 the subsistence of the soil in the rear of the
24 home, where is that coming from?

25 A. I don't know if it's migrating under

1 the soil, under the brick, going that direction or
2 whether it's from surface water.

3 Q. So you have no way of knowing one way
4 or the other?

5 A. No, I haven't been there when water has
6 been on top of it, so...

7 Q. What is the substrate in this
8 particular area of Georgetown?

9 A. It seems to be a clay soil.

10 Q. Is there any dolomite there?

11 A. I do not know that.

12 Q. Okay. Does Georgetown have a history
13 of sinkholes, sir?

14 A. I don't believe they have done that
15 much work down there to know.

16 Q. Are you familiar with a major issue
17 that occurred in the City of Georgetown in the last
18 ten years with sinkholes?

19 A. No, I have not.

20 Q. Okay. Isn't it possible, Mr. Castles,
21 that the subsistence of the soil that you have
22 testified to resulted from conditions underground?

23 A. That would be a geotechnical question.

24 Q. Okay. And that's not something you're
25 qualified to give?

1 A. That is correct.

2 Q. So one issue of causation in general
3 regarding the issues that Mr. Christmas has
4 encountered with the pavers and the stairs pulling
5 away from the house, wouldn't the issue of
6 causation, as far as those damages, also fall
7 within the expertise of a geotechnical engineer?

8 MR. EVANS: Object to the form.

9 THE WITNESS: I'm sorry, Mr. Lindemann.
10 Will you repeat the question for me?

11 BY MR. LINDEMANN:

12 Q. Sure. As I understand it, the damages
13 that have been identified are issues with the
14 pavers pulling away from the pool and the stairs
15 pulling away from the house. In order to determine
16 the cause of those two issues, isn't that something
17 that requires the expertise of a geotechnical
18 engineer?

19 MR. EVANS: Object to the form.

20 THE WITNESS: I can opine as having
21 seen these situations before and what my
22 professional opinion is, but it would probably be
23 best to get a geotechnical engineer.

24 BY MR. LINDEMANN:

25 Q. Well, you can't rule out -- based on

1 your level of expertise and the work that you've
2 done, you can't rule out other causes that are
3 totally unrelated to the tidal waters or the
4 surface waters, correct?

5 A. It's still my opinion that that's
6 what's putting the load on there, but I can't...

7 Q. But you can't rule out other causes
8 such as sinkholes or subsistence that results from
9 something occurring underneath the ground, correct?

10 A. There has been no indication provided
11 to me whatsoever by any party that there's been an
12 earthquake in the area, that there's been sinkholes
13 in the area or anything else besides what we've
14 been discussing today.

15 Q. If you are presented with evidence that
16 Georgetown has significant issues with sinkholes,
17 would that change your testimony?

18 A. Not necessarily because sinkholes work
19 in a different way than this. Usually you get a
20 very defined sinkhole in a real tragic -- I mean,
21 something actually falling into the ground.

22 Q. Well, sinkholes can be in various
23 different dimensions, correct?

24 A. They can be in different dimensions,
25 yes.

1 Q. An underground phenomenon can still
2 cause subsistence at the level that Mr. Christmas
3 has seen, correct?

4 A. Yeah, you would think of more in an
5 earthquake situation than you would in a sinkhole
6 situation.

7 Q. Well, tell me what the definition of a
8 sinkhole is.

9 A. It's where the ground collapses out
10 from under it.

11 Q. Can there be just -- a subsistence such
12 as the level that Mr. Christmas has experienced,
13 can that be linked to the definition of a sinkhole?

14 A. No, my sinkhole involvements have been
15 in Florida, which is a little different sinkholes
16 than Georgetown, South Carolina. And I haven't
17 experienced any sinkholes in Georgetown, South
18 Carolina.

19 Q. Well, I can tell you there's major
20 litigation going on with the city, SCDOT, and the
21 county involving sinkholes in Georgetown, South
22 Carolina, but I'll let you go ahead and look that
23 up if you wish. But you've done nothing to rule
24 out sinkholes or some type of underground
25 phenomenon being cause for the subsistence that you

1 have seen at or around Mr. Christmas's property; is
2 that correct?

3 A. As I said, I haven't had any
4 information that said that was the case.

5 Q. And you've done nothing to rule it out,
6 correct?

7 A. No, I haven't looked at it, so, no.

8 Q. We were provided with a damages
9 statement. It's Christmas 31. I believe
10 Mr. Battle pulled that up on the screen earlier and
11 I guess we could ask him to do it again if we need
12 to, but it gives an estimate of repairs from
13 Mr. Christmas's property of \$556,643. Did you have
14 anything to do with developing that damages total?

15 A. I did not.

16 Q. And then it says "repairs to area per
17 Castles scope" and it says a million dollars. Did
18 you have any involvement whatsoever in developing
19 that damages number?

20 A. Yes.

21 Q. All right. And tell me what that is.

22 A. I had a discussion with the attorney
23 that, in my opinion, depending on which way we went
24 and if we had to have a pump station or not,
25 whether the wetlands would work or not, we could be

1 up to a million dollars. It could be \$250,000 or
2 more in the pump station. We could be 500,000,
3 750,000 in road repairs. And if we dug out the
4 wetlands, then we might be in another 100,
5 \$150,000.

6 Q. Okay. And was that provided in writing
7 to Mr. Christmas's lawyer?

8 A. No, it was not.

9 Q. It was just verbally, off the top of
10 your head?

11 A. Yes, sir.

12 Q. Did you do any type of research to
13 provide those numbers?

14 A. No, sir, I'm not an estimator, but I
15 just know what pump stations cost, any kind of
16 general paving costs, but as I discussed with him,
17 I said the county and the city is in the paving
18 business. Y'all have streets y'all own that you
19 take care of. The cost is probably going to be a
20 lot cheaper than what I'm projecting here.

21 Q. And of course neither the city nor the
22 county owns those roads, correct?

23 A. Not these particular two. I'm sure the
24 DOT would be delighted for you to fix them.

25 Q. Have you spoken with anyone from the

1 DOT regarding this issue?

2 A. No, sir.

3 Q. Again, did you do any type of research
4 to arrive at the numbers within the estimate?

5 A. No, sir.

6 Q. And you said you were not an estimator,
7 correct?

8 A. I am not an estimator, that's correct.

9 Q. So you would agree with me that number
10 is purely speculative?

11 MR. EVANS: Object to form.

12 THE WITNESS: I think that number is in
13 the range of what it's going to cost to get it
14 fixed.

15 BY MR. LINDEMANN:

16 Q. And what range is that?

17 A. In the range of around a million
18 dollars, approximately a million dollars.

19 Q. Okay. And you're not contending that's
20 damages that's owed to Mr. Christmas, correct?

21 A. No, I'm saying those are damages
22 somebody needs to pay to fix -- somebody needs to
23 pay to fix the problem.

24 Q. All right. So that's not money that
25 would need to be spent on his property, correct?

1 A. No.

2 Q. Is that correct?

3 A. That's correct.

4 Q. Okay. Now you testified earlier to the
5 outlet on the drainage line running down Front
6 Street at that -- as an outflow into Winyah Bay,
7 correct?

8 A. Yes.

9 Q. And I think you referred to it as the
10 city's drainage line. Why do you attribute that to
11 the city?

12 A. All the information I have received and
13 in my discussion in that one meeting with Orlando I
14 just -- I formed an opinion that they controlled it
15 and they took care of the flap valve and cleaned it
16 supposedly, and that he is the one that provided
17 the maps of the -- what he called the drainage
18 system within the city.

19 Q. All right. Did he actually say that is
20 our drainage line and that is our check valve?

21 A. His term was "this is our drainage
22 system within the city."

23 Q. All right. And so did he ever indicate
24 that the city is responsible for -- legally
25 responsible for that line?

1 A. No, I'm just saying exactly what he
2 told me.

3 Q. So you don't know who is legally
4 responsible for that particular line, do you?

5 A. I have not seen any documents that
6 shows who owns it.

7 Q. All right. And that line runs under
8 Front Street, correct?

9 A. Well, part of it does, yes.

10 Q. You have not actually observed the
11 check valve?

12 A. No, sir, it's below water elevation,
13 even at low tide.

14 Q. But do you believe it's not functioning
15 properly?

16 A. That has been my observation, yes, sir.

17 Q. And if you can't see it how do you
18 observe it's not functioning properly?

19 A. Because the water is backing up in the
20 pipe and coming out of the catch basins on the
21 other side of the road. If it was functioning
22 properly that wouldn't happen.

23 Q. And how do you know that?

24 A. Because that's the reason for a flap
25 valve. That's the whole reason behind the flap

1 valve.

2 Q. No. I mean how do you know that it's
3 backing up and flowing backwards through the line?

4 A. I observed that personally.

5 Q. And tell me what you observed.

6 A. I observed the water coming up in the
7 catch basins on the other side of the road before
8 the water ever topped the road.

9 Q. And there's no other source for the
10 water to be in that catch basin?

11 A. No, sir, it was not -- there was no
12 other reason for it to get there. Not as quick as
13 it did.

14 Q. And when did you observe that?

15 A. On one of my trips out there.

16 Q. Was it one of the trips when you were
17 there for high tide?

18 A. That's correct. Well, both high tides.
19 It happened at both high tides.

20 Q. And how did you know that there was not
21 a rain event that caused that?

22 A. Because it was sure not raining on the
23 day I was out there and it hadn't rained the day
24 before. Plus you can tell by how quick it comes
25 up.

1 Q. Now, did that backflow cause any
2 flooding to Mr. Christmas's property?

3 A. I won't say it definitively caused any
4 flooding, no, to his property. It contributed to
5 it just because flow couldn't get out. I mean, the
6 flow was coming up. The whole purpose of the trick
7 valve is so the tide doesn't get in, and so when
8 the water from the inside gets there it goes out,
9 and that comes in from the bay.

10 Q. But the backflow issue has not actually
11 flooded Mr. Christmas's property; is that correct?

12 A. Not to my knowledge.

13 Q. All right. If you need to take a break
14 let me know. I don't have a whole lot more, but I
15 know we've been going a little while.

16 A. I'm okay.

17 Q. Okay.

18 MR. LINDEMANN: Anybody else?

19 Everybody else okay?

20 I'll take that as a yes.

21 BY MR. LINDEMANN:

22 Q. I probably don't have a whole lot more.
23 I did want to talk to you a little bit more about
24 this truck --

25 MR. ROSS: Andrew, hey. Sorry. Can we

1 take two minutes? I need to use the potty room.

2 MR. LINDEMANN: Yeah, that's fine.

3 (A recess transpired from 1:56 p.m.
4 until 2:00 p.m.)

5 BY MR. LINDEMANN:

6 Q. I did want to ask you a few questions
7 about the truck traffic you testified to earlier,
8 and I believe you offered the opinion that it was
9 truck traffic that caused the roads to subside to
10 some degree; is that correct?

11 A. That's correct.

12 Q. And specifically what roads do you
13 contend the truck traffic caused subsistence?

14 A. Mostly Greenwich Drive. Maybe a little
15 bit of the -- right at the edge of Front Street,
16 right there where we were having most flooding.

17 Q. And which portion of Greenwich Drive?

18 A. From the stations I gave you earlier
19 today, from about 1700 feet north of Front Street
20 to about 2339 feet, 2340 feet south of Front
21 Street.

22 Q. So we're talking about 4,000 feet,
23 approximately?

24 A. Roughly, yes, sir.

25 Q. Okay. And that's the area that you

1 actually did your strip survey?

2 A. Yes, sir.

3 Q. And that would have been the portion of
4 Greenwich Street that I think you indicated runs
5 all the way down to the ball fields; is that right?

6 A. Yes.

7 Q. Did you actually personally observe
8 trucks carrying dirt on Greenwich Drive?

9 A. No, I have a picture of a dump truck
10 carrying it on Greenwich Drive.

11 Q. And is that a picture that's in your
12 file?

13 A. Yes.

14 Q. And how many pictures did you actually
15 see?

16 A. Just one physically on Greenwich Drive.
17 Then there were a bunch of trucks that were already
18 on the ballparks that were facing Greenwich Drive.

19 Q. So the picture that you actually have
20 seen, where was the truck located on Greenwich
21 Drive? Was it north or south of Front Street?

22 A. It was north of Front -- no, I'm sorry.
23 South of Front Street. Probably 200 feet, 250 feet
24 north of Front Street.

25 Q. Okay. I'm confused now. Was it north

1 or south?

2 A. I'm sorry. South. South of Front
3 Street.

4 Q. Okay. Did you ever observe any trucks
5 north of Front Street on Greenwich Drive?

6 A. No.

7 Q. Do you know of any reason why the
8 trucks would have been traversing Greenwich Drive
9 north of Front Street?

10 A. If they had come down East Bay Street,
11 East Bay Street has got so many limbs and oak trees
12 and stuff like that on it that the easiest route
13 and the less-traveled route through a residence or
14 subdivision would have been Greenwich Street
15 because there was less traffic on it. There's less
16 housing on it. Obviously there's nothing on the
17 Winyah Bay side. So that was the natural route to
18 take. Plus coming into the ball fields there you
19 could come in off of Greenwich Street and not tear
20 up your driveways. If you came off of East Bay
21 Street you would have to come in off of improved
22 driveways and improved parking lots and would have
23 damaged them.

24 Q. But you have no way of knowing, one way
25 or the other, what route the trucks took to get to

1 East Bay Park, correct?

2 A. I'm telling you the rational way to get
3 to East Bay Park.

4 Q. All right. But again, you can't
5 testify that that's the route that these trucks
6 took, could you?

7 A. Only by the one truck that I saw.

8 Q. The one truck you saw was not on
9 Greenwich Drive north of Front Street, correct?

10 A. Yeah, but he wasn't on Front Street
11 either.

12 Q. Okay. But he was on Greenwich Drive
13 south of Front Street?

14 A. Okay.

15 Q. Are you aware of any trucks that ever
16 drove on Greenwich Drive in front of
17 Mr. Christmas's house?

18 A. I never saw any trucks definitively
19 drive in front of Mr. Christmas's house.

20 Q. Have you ever been told that that's the
21 route that the trucks took, it was in front of
22 Mr. Christmas's house?

23 A. From Mr. Christmas, yes.

24 Q. So he told you that?

25 A. Yes.

1 Q. All right. Did Mr. Christmas tell you
2 what route they took?

3 A. No, he just said the trucks would come
4 down his road -- or Greenwich Drive. Not his road,
5 but Greenwich Drive.

6 Q. Do you know who were the contractors
7 who furnished these trucks?

8 A. No, I did not see any name and nobody
9 has presented that to me.

10 Q. Okay. All right. Are you aware of any
11 other causes to the subsistence of the roadways
12 other than the use of trucks during the
13 improvements to the park?

14 A. No.

15 Q. Do you have any knowledge as to the
16 elevation of the roadways prior to the improvements
17 beginning?

18 A. I have the elevations when the road was
19 built.

20 Q. And the roads were built in what year?

21 A. '68.

22 Q. Okay. So between 1968 and 2016 was
23 there any subsistence of those roadways?

24 A. I do not know. I know there were some
25 DOT work done on part of the roads, but not in

1 front of Mr. Christmas's house.

2 Q. All right. Again, my question is:
3 Between 1968 and 2016 are you aware of any
4 subsistence to those roadways?

5 A. No, I'm not.

6 Q. All right. Isn't it likely that there
7 was some subsistence in that period of 48 years?

8 A. It depends on what drove on it.

9 Q. So you have no way of knowing what the
10 condition of those roads were before the
11 construction work was done in 2016, correct?

12 MR. EVANS: Object to form.

13 THE WITNESS: I did not observe the
14 roads before 2016.

15 BY MR. LINDEMANN:

16 Q. All right. So how can you offer an
17 opinion on causation, Mr. Castles, when you don't
18 know the condition of the roads before the
19 improvements were made?

20 A. Based on the loadings that were put on
21 that road after 2016 would cause that kind of
22 damage.

23 Q. You're speculating, though, are you
24 not?

25 A. It is my opinion.

1 Q. I don't care if it's your opinion.
2 You're speculating to it, correct?

3 MR. EVANS: Object to form.
4 Argumentative.

5 THE WITNESS: You know, I've told you
6 the difference in stress that a truck puts on it
7 versus a car, and trucks are the worst things that
8 tear up -- construction is the worst animal that
9 tears up roads.

10 BY MR. LINDEMANN:

11 Q. But you don't know if those roads were
12 already in that condition in 2016, do you?

13 A. All I can go on is based on other
14 people's word before 2016.

15 Q. All right. And what other people's
16 word are you relying on?

17 A. Judge Ronnie McDonnell and -- Robbie
18 O'Donnell and Ronnie Christmas.

19 Q. Okay. Did they provide you any
20 evidence to show what the condition of the roads
21 were prior to 2016?

22 A. No, they did not. We just discussed.

23 Q. And these -- Greenwich Drive prior to
24 2016 would be routinely subject to high tides,
25 correct?

1 MR. EVANS: Object to form.

2 THE WITNESS: If it had stayed at its
3 original elevation, then it would not have had the
4 tides over flow as it did.

5 BY MR. LINDEMANN:

6 Q. Would you have had the tides flow up
7 against it?

8 A. The lower part of it, yes.

9 Q. Okay. And continual exposure to high
10 tides for 48 years certainly could result in some
11 subsistence, correct?

12 A. It depends on the material you used to
13 build the road out of.

14 Q. All right.

15 A. The material that they built the road
16 out of, yes, you could have some subsistence in the
17 48 years.

18 Q. You can't rule out the fact that
19 exposure to high tides for 48 years caused the
20 condition that you ultimately observed in 2020 and
21 2021, correct?

22 A. I'm sorry. I'm going to have to ask
23 you to either rephrase or repeat.

24 Q. I said you cannot rule out that the
25 regular exposure to high tides for the period of

1 48 years, from 1968 to 2016, didn't cause the
2 subsistence that you observed in 2020 and 2021,
3 correct?

4 MR. EVANS: Object to form.

5 THE WITNESS: If that was the case,
6 then other parts of that road should have failed,
7 too.

8 BY MR. LINDEMANN:

9 Q. Well, what parts of the road did you
10 look at with your strip survey that was not in that
11 condition?

12 A. It wasn't the strip survey. It was
13 just when I observed it with the tides up around
14 the corner, up around the bend toward Highmarket
15 Street, and the metal shed area.

16 Q. When you testified earlier that the
17 entire area that you did your strip survey had the
18 subsistence condition with those roads, correct?

19 A. Yes, it started where I started my
20 strip survey and then got deeper and then came back
21 up. So the worst place of subsistence was at the
22 corner of Front Street and Greenwich Drive or
23 Greenwich Street.

24 Q. Which is a natural low area for that
25 watershed, correct?

1 A. Appears to be, yes.

2 Q. Do you know for a fact that the trucks,
3 in order to access portions of the park, did not go
4 down East Bay Street?

5 A. I don't know if any trucks went down
6 East Bay Street.

7 Q. It's the only way the trucks can gain
8 access to the park, by going down East Bay,
9 correct?

10 A. They could have accessed the park by
11 going down East Bay. It wouldn't have been the
12 logical route.

13 Q. And tell me why it wouldn't be the
14 logical route.

15 A. As I stated before, because that's a
16 residential street with houses on both sides, curb
17 and gutter, and you get down to the park and the
18 park has been -- has driveways that were improved,
19 and you wouldn't want to go over those because they
20 would have damaged them. The trucks would have
21 damaged those areas. So the natural way was to
22 bring them down Highmarket and then down Greenwich
23 Street where there were no trees that could
24 interfere with the driving. Where there were no
25 houses that had curbs backing out of the driveways

1 or neighborhoods with people in it. It was just
2 wide open basically except for the few houses that
3 were there, about five or six houses.

4 Q. And East Bay Street -- well, let me ask
5 you this: How wide is East Bay Street where it
6 runs along East Bay Park?

7 A. I'm not sure how wide it is.

8 Q. Is it a normal street width?

9 A. I don't know because I don't know if
10 they have parallel parking on the sides or not. If
11 they've got parallel parking then obviously it
12 would be wider than a normal street.

13 Q. Can two cars pass easily on East Bay
14 Street?

15 A. I would think so.

16 Q. All right. And what's the width of
17 Greenwich Drive as it -- the way it is alongside --

18 A. Somewhere 22 to 24 feet. Probably 22.

19 Q. And could there be two-way traffic
20 particularly with a truck carrying dirt on
21 Greenwich?

22 A. Sure.

23 Q. Without one vehicle getting off the
24 road?

25 A. Could be.

1 Q. Is Greenwich Drive in that area a
2 normal width for a street, for traffic --

3 A. Normal street width, yeah. Greenwich
4 Street, though, doesn't have much traffic. There
5 was almost maybe two or three cars when we were
6 standing out there for an hour. And most trucks
7 drive in the middle of the road unless they see
8 somebody coming, then they will pull over. It's
9 just an easier way to drive down the street.

10 Q. Mr. Castles, have we talked already
11 about all of the additional work that you say you
12 need to complete before your opinions are final?

13 MR. EVANS: Object to form.

14 THE WITNESS: There's some additional
15 work that I think needs to be done.

16 BY MR. LINDEMANN:

17 Q. All right. So you would agree with me
18 the opinions you're offering today are not your
19 final opinions?

20 MR. EVANS: Object to form.

21 THE WITNESS: I'm not sure. They might
22 be.

23 BY MR. LINDEMANN:

24 Q. They're subject to change is --

25 A. They are subject to change.

1 Q. If you do additional work, correct?

2 A. Could be, yes.

3 Q. So what additional work are you
4 planning to do?

5 A. I'm not sure I plan to do any because
6 I've testified already, but I'm sure if we do some
7 we will let you know.

8 Q. Well, a moment ago you said there was
9 additional work that needs to be done, so what
10 additional work needs to be done?

11 A. I don't think I said there was
12 additional work that had to be done or needed to be
13 to be done.

14 Q. You're not planning on doing any
15 additional work; is that your testimony?

16 A. Not me sitting here right this minute.

17 Q. Do you believe that the city is
18 responsible for tidal flooding?

19 MR. EVANS: Object to form.

20 THE WITNESS: I believe if they ran
21 their trucks up and down and caused the subsistence
22 of the road, then they are responsible for fixing
23 the road and any property damage that was done
24 because of that.

25 BY MR. LINDEMANN:

1 Q. That actually wasn't my question. My
2 question is: You testified earlier that you
3 believe that flooding that you observed on
4 Mr. Christmas's property, 90 percent of it comes
5 from tidal flooding. My question is: Are you
6 contending that the city is responsible for tidal
7 flooding from Winyah Bay?

8 MR. EVANS: Object to the form.

9 THE WITNESS: I understand there
10 wouldn't be flooding there if the roads had not
11 subsided. And it's been my testimony that it's the
12 truck traffic on the roads that have caused the
13 majority of the subsistence of the roads.

14 BY MR. LINDEMANN:

15 Q. All right. So you would agree with me
16 that if the roads were as they were in 2015, the
17 city is not responsible for any type of tidal
18 flooding, correct?

19 MR. EVANS: Object to form.

20 THE WITNESS: When did you start doing
21 work out at East Bay Park? Okay. I think it
22 depends on when you started doing work out at East
23 Bay Park.

24 BY MR. LINDEMANN:

25 Q. Well, I believe the improvements

1 started in 2016. That's why I used 2015 as the
2 reference point.

3 A. Well, if you're telling me that's the
4 definitive date, then I would agree with you. If
5 that's not a definitive date, then I would
6 disagree.

7 Q. All right. Are you a believer in
8 climate change?

9 A. To a certain extent. I think it's
10 overblown.

11 Q. Do you believe climate change affects
12 sea level changes?

13 A. It does to a degree.

14 Q. Okay. I found in -- I saw in the
15 materials that were provided to me that I thought
16 came from your file that there was some materials
17 regarding the change in sea level due to climate
18 change in this particular area; is that correct?

19 A. That's correct.

20 Q. Did that factor into any of your
21 opinions at all?

22 A. Yeah, it did because everybody thinks
23 that climate change and the tide is rising, and
24 what that demonstrates is over -- from 2012 to
25 whatever the date is, '19, that climate -- that

1 tides out there or the sea level has only risen an
2 inch. 1.12 inches from 2012 to 2019.

3 Q. All right. The city is not responsible
4 for that change in sea level from 2012 to 2019, is
5 it?

6 A. No, but we're not talking about inches
7 here. We're talking about several inches here.

8 Q. What does "several" mean then?

9 A. Three or four. Three or four inches.
10 We're not talking about just an inch causing the
11 problem.

12 Q. And how do you quantify that there's a
13 three-or-four-inch difference from 2012 to 2019?

14 A. I'm just saying there wasn't. There
15 was only an inch of change.

16 Q. Well, was there more than an inch of
17 change that caused flooding to Mr. Christmas's
18 property?

19 A. Yes.

20 Q. And what do you --

21 A. No, not more than an inch of change in
22 the water. The road went down by a foot to a foot
23 and a half. That's what caused the flooding.

24 Q. And that's only premised on whether
25 you're correct that the road was at its original

1 elevation in 2016; is that correct?

2 A. I think a minute ago we said that there
3 could possibly be some subsistence before 2016.

4 Q. But you have no idea how much?

5 A. No, sir, I do not know how much.

6 Q. And you have no way of determining
7 that, correct?

8 MR. EVANS: Object to form.

9 THE WITNESS: Not with the information
10 I have right now, no.

11 BY MR. LINDEMANN:

12 Q. You have no scientific evidence that
13 would support your theory that the roads -- or that
14 the majority of any subsistence that you observed
15 in 2020 occurred after the improvements to the park
16 were done, correct?

17 MR. EVANS: Object to form.

18 THE WITNESS: It's my opinion a lot of
19 the subsistence was done while the park was being
20 completed.

21 BY MR. LINDEMANN:

22 Q. The opinion that you keep giving in
23 that respect, has that been tested professionally
24 in any way?

25 MR. EVANS: Object to form.

1 THE WITNESS: Only based on that study
2 that I provided from University of Mexico.

3 BY MR. LINDEMANN:

4 Q. And that study from the University of
5 New Mexico, what is the -- I haven't seen it, but
6 what is the conclusion of that study?

7 A. That if you have a saturated base and
8 heavy loads on it, it will fail in a matter of
9 repetitions. It will fail pretty quick. In other
10 words, if you don't have a saturated base it can
11 take loads up to a million repetitions. If you
12 have a saturated base it takes repetitions of 80 to
13 100. So there's a tremendous difference in --
14 water destroys more roads than anything else.

15 Q. And that road, Greenwich Road, has been
16 subject to high tides since it was built, correct,
17 in 1968?

18 MR. EVANS: Object to form.

19 THE WITNESS: But you understand that
20 as long as it dries out it doesn't -- if it's
21 allowed to dry out, then you don't have this
22 problem. It's when it remains saturated and you
23 get repetitious loads on it. So let's say it was
24 at its original level. It would have been a foot
25 and a half higher and so it wouldn't have been --

1 had -- the upper part wouldn't have been saturated.
2 The lower part might have gotten wet, but it would
3 probably have dried out between tide events, and so
4 it necessarily wouldn't have been saturated. I
5 mean, look up where the road didn't fail. It had
6 the same conditions on it.

7 Q. Where are you referring?

8 A. We were talking about past the ball
9 fields, around in there. That part of the road, to
10 my knowledge, hasn't failed. Now, maybe it's been
11 reconstructed.

12 Q. Have you determined whether there's
13 roads in that area at the same elevation they were
14 built in 1968?

15 A. Well, they haven't subsided as much.
16 Plus the road was built flat.

17 Q. So how much have they subsided?

18 A. I don't know.

19 Q. You haven't looked at it?

20 A. All I can do is based on what I have
21 observed out there and what I have observed between
22 the maps I was given by DOT of what the roads were
23 and where they are today.

24 Q. But you never observed them prior to
25 2016, correct?

1 A. You're correct.

2 Q. So you have no reference point to
3 compare what they looked like when you observed
4 them to what they were like before any improvements
5 were done to the park, correct?

6 MR. EVANS: Object to form.

7 THE WITNESS: No.

8 BY MR. LINDEMANN:

9 Q. That's not correct?

10 A. That's correct. I'm sorry. That is
11 correct.

12 Q. Okay. Give me one second.

13 Specifically what do you contend,
14 Mr. Castles, that the city did to cause flooding to
15 Mr. Christmas's property?

16 A. Hold on one second. I've got
17 helicopters going over so I had a hard time hearing
18 you.

19 Okay. They're gone now. If you would
20 repeat the question.

21 Q. Yep. I just want to be clear, and I'll
22 be through after this. What specifically do you
23 contend that the City of Georgetown did,
24 effectively did, to cause flooding to
25 Mr. Christmas's property?

1 A. Failed to upkeep the flap valve on the
2 end of the pipe.

3 Q. Anything else?

4 A. And if they ran trucks down Greenwich
5 Drive or the trucks that were used to -- I believe
6 the trucks ran down Greenwich Drive that was used
7 to fill the ball fields in the south end of the
8 park.

9 Q. Anything else?

10 A. No, sir, I don't believe so.

11 MR. LINDEMANN: All right. I don't
12 have any further questions. Thank you for your
13 patience with me today.

14 THE WITNESS: Certainly.

15 EXAMINATION

16 BY MR. ROSS:

17 Q. Mr. Castles, I represent a company
18 named Green Wave Contracting. We've been going for
19 awhile. Do you need a break real quick or are you
20 ready to continue?

21 A. No, I'm okay.

22 Q. All right. I'm not as smart as these
23 other lawyers who have been asking you questions,
24 so I'm going to ask you a bunch of subpar basic
25 questions to get started and then hopefully I'll

1 ask you an intellectual question moving forward,
2 but I can't promise you any of that.

3 The first question -- and I probably am
4 going to be a little bit repetitive because that's
5 the nature of going second and/or third. The first
6 thing I would like to ask you -- usually I hear
7 this asked at the beginning of the deposition, but
8 I didn't hear it asked today, at least not to my
9 memory, but is there any reason why you can't or
10 didn't or won't give truthful testimony today?
11 Like, for example, are you under the influence of
12 any drugs, alcohol? Is there any particular
13 stresses in your life that are distracting you such
14 that you can't give truthful testimony?

15 A. No, sir.

16 Q. Okay. I can see you on video which
17 indicates to me that you are sitting in front of
18 your computer; is that accurate?

19 A. Yes.

20 Q. Okay. And does your computer have your
21 files for this project on it?

22 A. Yes, it does.

23 Q. Okay. And I apologize, I'm filling in
24 a lot of gaps here, so some of these questions are
25 going to be very simple, but Judge McDonnell lives

1 next door to Mr. Christmas, correct?

2 A. That's correct.

3 Q. And next door along which road?

4 A. Greenwich Street.

5 Q. Okay. These roads that you've been
6 talking about with Mr. Lindemann, they have been
7 subject to high tides twice a day for 53 years,
8 correct?

9 A. Yeah. Whatever the subtraction is,
10 yes.

11 Q. Sure. So if they were built in 1968,
12 every single day for -- since 1968 they get two
13 high tides a day, correct?

14 A. Different levels, though.

15 Q. Sure. Sure.

16 A. Yeah.

17 Q. And then I want to clarify some things,
18 too. You said -- at least I think I heard you say
19 that the backflow issue has not caused any flooding
20 to Mr. Christmas's property. Did I hear that
21 correctly?

22 A. It by itself has not caused any
23 flooding to Mr. Christmas's property, but it in
24 conjunction with the tides, because they're unable
25 to get out, has exacerbated the problem, if I can

1 say it that way.

2 Q. Okay. I also have heard you say that
3 90 percent of the flooring is from the tides. What
4 is the other ten percent from?

5 A. Runoff from the area from the park.

6 Q. All right. Let's define the park just
7 so we're clear. I've got it pulled up on Google
8 Maps. Can you define the park as we have been
9 referencing it today? I mean, how do we -- I mean,
10 I can tell you what I think it is, but you have
11 been referencing it all day. How would you define
12 the park?

13 A. Well, the park has actually two pieces
14 to it. It has the south end and the north end.

15 Q. And which end is which?

16 A. The south end would be where the ball
17 fields are.

18 Q. Okay.

19 A. And then the north end would be where
20 the frisbee throw is and would come up and include
21 the tennis courts and would basically stop where
22 the tennis courts are. Basically that road that
23 goes between the tennis courts and the metal
24 building is kind of the splitting of the property.

25 Q. Okay. So as I'm looking at this on

1 Google Maps it's facing -- what I think we're
2 defining, the park is oriented in somewhat of a
3 northeast orientation with what I believe you're
4 referring to the north end that abuts Front Street.
5 And then the south end is what I'll call the
6 southwest side where Greenwich Drive and East Bay
7 join and there is an East Bay public ramp down
8 there. Do I have that correct?

9 A. That's correct. That's the south end.

10 Q. Okay. Perfect. That's what I needed
11 to know. And I think Andrew asked you most of
12 this. I'm just going to ask you one short question
13 on this issue, or just a couple. I think he
14 established that you didn't know what the
15 elevations were of the roads prior to the
16 improvement of the park, correct?

17 A. No, I did not.

18 Q. Okay. All right. Again, more very,
19 very basic questions. Who hired you in this case?

20 A. I was hired through the attorney for
21 Mr. Ron Christmas.

22 Q. Okay. Who was it that first contacted
23 you?

24 A. Justin Lucey.

25 Q. Okay. Have you worked with Mr. Lucey

1 before?

2 A. Yes.

3 Q. On how many occasions?

4 A. I think it was two.

5 Q. Okay. And what were those?

6 A. Tennyson Row with I believe it's Wild
7 Dunes.

8 Q. Right.

9 A. In Charleston. And the other one was
10 Peas Island, I believe, down near Folly Beach.

11 Q. Okay. And as your expert witness
12 testimony, do you testify on behalf of the
13 plaintiffs or defendants or both?

14 A. Both.

15 Q. Okay. And what would you say your
16 percentage is as to plaintiffs versus defendants?
17 And when I say "testimony" I'm referring to both
18 deposition and trials.

19 A. Most of mine never get to trial, so if
20 you're looking at trials, I've only been in one
21 with Lucey that went to trial. That was the
22 Tennyson Row. So that was the plaintiff.
23 Defendants, I've had one, two -- probably four over
24 the past 20 years that have gone to trial.

25 Q. Okay. And approximately how many times

1 did you give deposition testimony or have you given
2 deposition testimony in the last let's say ten
3 years?

4 A. In the last ten years, probably six
5 times.

6 Q. Okay. And Tennyson Row, that wasn't
7 within the last ten years, was it?

8 A. No, I don't believe it was within the
9 last ten years.

10 Q. Right. Okay. So when you were
11 retained in this case what were you asked to do?

12 A. To look at the situation around Ron
13 Christmas's house way out there to assess the
14 damage that had been done and then to come up with
15 what I thought was my expert opinion on what caused
16 that flooding of his property.

17 Q. All right. And the damage that you're
18 referring to, is that interior or exterior?

19 A. It's exterior. It doesn't have
20 anything to do with the structure itself.

21 Q. All right. And the damages that you're
22 referring to, is just what you talked about today,
23 for example, the separation of the stairs from the
24 house, that type of thing?

25 A. Right, the breaking up of the driveway,

1 the sinking of the driveway from around the house,
2 sinking of the pavers up against the pool, those
3 type of things.

4 Q. All right.

5 A. And that he can't get in and out of his
6 house when he's -- the man is so old, so his wife
7 is concerned they can't get the ambulance in there
8 if he's flooded out all the time.

9 Q. And that's only when you have either a
10 king tide or -- a king tide or a storm event is
11 when it's flooded; is that accurate?

12 MR. EVANS: Object to form.

13 THE WITNESS: Anything pretty much over
14 a normal high tide. And you have those once or
15 twice a month he would have where he would be
16 inundated and might not could be able to get out.

17 BY MR. ROSS:

18 Q. All right. And I could appreciate your
19 ambulance comment, but let's talk about that a
20 little bit.

21 MR. EVANS: Hey, Jeff?

22 MR. ROSS: Yeah.

23 MR. EVANS: I don't know if it's
24 because you are farther away, but you got kind of
25 muffled to me.

1 MR. ROSS: I'll speak up.

2 MR. EVANS: This is much better.

3 MR. ROSS: Yeah, I actually was sitting
4 back in my chair so that's on me.

5 BY MR. ROSS:

6 Q. Mr. Castles, how much water gets on
7 Mr. Christmas's property, like how many inches?

8 A. What I have observed is that it gets --
9 let's see here. Let me look at the map.

10 MR. ROSS: Lauren, off the record for
11 just a second.

12 (Off the record.)

13 THE WITNESS: It looks like it averages
14 about a foot. Maybe it starts out at zero and then
15 comes down to where it's a foot deep and then back
16 up again.

17 BY MR. ROSS:

18 Q. All right. And why are you looking at
19 a map to determine how much water gets on his
20 property? Is that not something you've measured?

21 A. No, I haven't actually measured it, but
22 what I did was when I was down there and observing
23 the tide, then I observed where it came up to the
24 brick, and I have on my map here where the brick
25 line is.

1 Q. Okay.

2 A. So I was looking there where it was
3 zero and then I have other elevations out there in
4 the yard or the -- going toward the yard, and so I
5 was just looking at the depth.

6 Q. I've got it. All right. Fair enough.
7 And you got a degree from Clemson, correct?

8 A. I did.

9 Q. What is your degree in?

10 A. Bachelor of civil engineering.

11 Q. Okay. There's not -- that's not --
12 it's not too unlike mechanical engineering, right,
13 but it's not the same thing, right?

14 A. Not the same thing.

15 Q. Okay. And the civil engineering focus
16 is on what?

17 A. I'm sorry, I was moving around. Civil
18 engineering is what you asked me?

19 Q. Yeah. What's the focus -- here's what
20 I'm trying to figure out, is the difference between
21 civil engineering and mechanical engineering. And
22 rather than trying to get you to give me or testify
23 about what a mechanical engineering degree is, my
24 question is what is the focus on civil engineering?

25 A. Okay. The focus on civil engineering

1 in let's say a commercial project would be anything
2 outside the building. So you've got sewer, water,
3 drainage, parking lots, ADA compliance, those type
4 of things. We design roads, water drainage, curb
5 and gutter, et cetera, within roads. We do
6 studies, rainfall studies. We also do water
7 quality studies in order to get our permits. And
8 that's really about it. Water, sewer, drainage.
9 General stuff in subdivisions. All the roads,
10 water, sewage and drainage in subdivisions.

11 Q. Sure. And honestly, that's what I
12 understand as well. You have not -- as a civil
13 engineer you don't get involved with the mechanics
14 of vehicles; is that accurate?

15 A. No, I do that as my hobby.

16 Q. Well, that was going to be my next
17 question. So tell me a little bit about that.

18 A. No, I used to until I got old and
19 decrepit, was rebuild engines and fix up cars.

20 Q. Yeah, I'm hanging on to my days when I
21 can do that. So what kind of cars? Were these
22 sports cars, race cars, what?

23 A. They were my personal cars. A 280ZX
24 and a Corvette and then I had a -- one you've
25 probably have never heard of, a Sunbeam Imp.

1 Q. I know that one.

2 A. You've probably heard of an Alpine, not
3 the Imp.

4 Q. What about the Sunbeam Tiger?

5 A. Cars like that. Cars that I drove.

6 Q. Okay. Any four-wheel drives?

7 A. Any four-wheel drives?

8 Q. Yes, sir.

9 A. Yeah, I had a Jeep C -- CJ -- I think
10 it was a five I totally rebuilt from the bottom up.
11 Took it all apart. Put in a new motor.

12 Q. Cool. Cool.

13 A. Built the transmission.

14 Q. I've got a TJ. You and I can talk
15 about it off the record sometime.

16 So I wasn't just wasting time with
17 these series of questions because it all was
18 leading to this, which is: Do you know how much
19 water an ambulance can drive in before it stalls
20 out?

21 A. You know, I've never measured it. I
22 know it can be fairly deep just like fire engines,
23 they can drive through a considerable amount of
24 water. I know they don't necessarily like to
25 because they don't know what -- whether they might

1 get a washout or something like that, but, yeah,
2 they physically can take a couple of feet of water
3 I know at least over the tires.

4 Q. Yeah, and that's what I figured. I
5 needed to figure out what your experience was. So
6 if we have a foot of water on Mr. Christmas's
7 property, an ambulance -- they may not like it, but
8 they can still get to him, correct?

9 A. They can. His wife, I guess, is the
10 one that's scared there.

11 Q. Understood. Understood. All right.
12 We talked -- or you talked earlier, you mentioned
13 somebody that was associated with Mr. Christmas
14 that you spoke to. I don't remember that person's
15 name. Do you recall who that was?

16 A. Judge Robbie O'Donnell.

17 Q. That's the judge?

18 A. Yeah.

19 Q. Okay. All right. Fair enough. And
20 then you talked about the elevation of the
21 plaintiff's lot. I think you said it was 4.2 based
22 off of a monument. Did I hear that right?

23 A. His finished floor elevation in his
24 garage, which would be the lowest point of his
25 house there, is a 6.1. And then it goes from

1 there, slopes away from the house, to about an
2 elevation three out at the road.

3 Q. All right. And so my question for you
4 is: The elevation that we're talking about, is
5 that -- we see this all the time, but is that
6 relative to sea level?

7 A. It's -- not necessarily. It's relative
8 to a datum, either the NAVD 88 datum that we use
9 now or either the NAVD 29 datum that was used --
10 hell, some people still use it today which they
11 shouldn't be, but I can't remember -- his flood
12 maps and those elevations were probably based on a
13 '29 datum. I can't be absolutely sure. I would
14 have to look back at the flood certificate.

15 Q. All right. So what is -- when you see
16 frequently elevations measured as compared to sea
17 level, how does that -- how does the monument that
18 you're referencing or the data points that you're
19 referencing compare to what I've commonly seen as
20 sea level?

21 A. It's a little bit higher than sea
22 level. I would have to look at the tide graph
23 because they do have all of those measurements on
24 the graph, and I don't have one in front of me, but
25 it's probably a foot high, I'm going to guess right

1 now, just without looking at one. Maybe the '88 is
2 a foot higher than mean sea level. Mean sea level
3 changes with the moon by the way.

4 Q. That's historically when -- what I've
5 seen, but --

6 A. No, I understand.

7 Q. All right. And Mr. Christmas's lot
8 relative to his neighbors' property, is he the
9 lowest lot relative to the neighbors along
10 Greenwich Street?

11 A. It appears to be.

12 Q. Okay. And then I think you may have
13 answered this. This particular area of Georgetown
14 has a long history of flooding, does it not?

15 MR. EVANS: Object to form.

16 THE WITNESS: I don't have any
17 information that supports that.

18 BY MR. ROSS:

19 Q. Do you have any information to
20 contradict that?

21 A. No.

22 Q. Have you asked Mr. Christmas or his
23 neighbor or anybody else whether there's been a
24 long history or any history of flooding prior to
25 this park being built?

1 A. Their comment to me was that they
2 started having significant flooding after about
3 2013. Not significant flooding, but flooding after
4 2013, and then more significant flooding after the
5 park was built. That was their comment to me.

6 Q. All right. And earlier you mentioned
7 something about flooding in 2012.

8 A. Well, 2012, 2013.

9 Q. Okay. Fair enough. What happened in
10 2012/2013 that caused the increase or the flooding
11 that started taking place?

12 MR. EVANS: Object to form.

13 THE WITNESS: I do not know. He was
14 just telling me that the water kept coming out of
15 the pipe that we talked about with the flap valve
16 on the end and backing up in the catch basins, but
17 that was flooding Front Street, not necessarily
18 flooding his lot, as I stated in my earlier
19 testimony, but he just seemed to be having more
20 flooding from tides coming in.

21 BY MR. ROSS:

22 Q. Okay. And to be clear, because we're
23 virtual, flap valve is Frank, Lima, Alpha,
24 Pineapple, flap, right?

25 A. Yes.

1 Q. Okay. Just checking.

2 A. Let me correct something on my
3 testimony a minute ago. Mean sea level does not
4 change. I'm sorry. Mean high water and mean
5 higher high water and the other ones change, but
6 mean sea level stays constant.

7 Q. And that's fine. I wasn't trying to
8 pin you down. I was just trying to understand what
9 the difference was between the two or the three.

10 So when the Christmas house was built
11 -- well, let me ask this question, and to be clear,
12 there's -- is there any damage inside of the
13 Christmas house to the finishes as a result of
14 flooding?

15 A. The damage has been done downstairs in
16 his basement or garage, if you say, where the water
17 got inside, but to the physical house or the inside
18 of the house, he's up on piles and he's up above
19 the flood zone, so no water has gotten into the
20 interior of the house. But he does have some
21 siding damage where the water got up further, so
22 around the house.

23 Q. Okay. And the reason is the architect
24 that designed the house initially to be built,
25 assuming that there's a history of flooding in the

1 area, my question to you is should the architect
2 have raised the elevation of the house?

3 A. Well, you normally wouldn't raise the
4 elevation of the house because it's up on piles.
5 So it's one to three feet out of the flood zone.

6 Q. Okay.

7 A. Or more. Most of us I know that -- and
8 I built a house in a flood zone, so we put the slab
9 down pretty much on the ground. At least we try to
10 keep it up above the regular high tides, the mean
11 high tides that come every month, let's say, but
12 you build it up above the ones that come every
13 month. It's just you get the spring and you get
14 some that are a little higher during the months,
15 depending on the moon or whether you have a
16 nor'easter or not.

17 Q. Sure. By definition, a slab goes on
18 the dirt, right?

19 A. Yes.

20 Q. And you can put dirt -- more dirt on
21 the location where the slab is going to be to
22 elevate it as appropriate, correct?

23 A. Yes.

24 Q. Okay. The lot across the street --
25 well, to go back on that one more time, if

1 Mr. Christmas is getting water into his garage
2 should the architect have elevated that portion of
3 the slab such that it was above the flood zone?

4 A. Well, then you go back to the problem
5 we were discussing with cars. Then you have cars
6 that cannot get over the hump. Coming up the
7 driveway and trying to get over the hump into the
8 garage, it will drag in the middle.

9 Q. How many feet between the garage and
10 the street?

11 A. Right now he's at 6.1 at the -- at his
12 house and the street elevation right there is two
13 and a half. So he's already, what, three and a
14 half feet from the street to his finished floor.

15 Q. Finished floor to the garage?

16 A. Finished floor to the garage.

17 Q. Okay.

18 A. So he wouldn't be able to elevate it
19 above the flood level which is elevation ten.

20 Q. My -- I clearly did not ask a good
21 question, so let me try again. What I'm trying to
22 figure out is the distance horizontally from the
23 street to the entrance of the garage.

24 A. Oh, oh, okay.

25 Q. That's my fault. I apologize.

1 A. Probably about 30 feet. I don't have
2 the exact because it doesn't show his house on the
3 map.

4 Q. That's fine. It's close enough. That
5 seems right based on what I remember. And what I
6 was trying to figure out is what the break-over
7 angle would be if you sloped the driveway up from
8 the street as it was originally constructed, which,
9 as I understand, we don't know what that elevation
10 is, correct?

11 A. I'm sorry. I got confused in your
12 discussion there.

13 Q. Sure. I'll reask the question. When
14 the house was built we don't know what the
15 elevation of the street was at that time; is that
16 an accurate statement?

17 A. That's what we're saying, correct.

18 Q. Okay. Because what I was trying to
19 figure out is you mentioned that you wouldn't be
20 able to get the car in the garage because of what I
21 refer to as a break-over angle. Do you understand
22 that term?

23 A. Oh, yes.

24 Q. And so that's where, for example -- and
25 I think this will resonate a little bit stronger,

1 when you have a trailer and you put ramps off the
2 back of a trailer so the tractor can climb onto the
3 trailer, the point at which the ramps meet the
4 trailer, that's a break-over angle, right?

5 A. That's correct.

6 Q. All right. And so what I was trying to
7 figure out is what the break-over angle would be if
8 they went from even now two feet to something
9 closer to ten feet going into the garage. Have you
10 looked at that at all?

11 A. No, I haven't.

12 Q. All right. Your testimony earlier was
13 that if they tried to raise the slab of the garage
14 up above the floodplain it wouldn't be able to get
15 in because the car would bottom out.

16 A. Right.

17 Q. So that's why I was asking the
18 question. Have you done the math or diagramed that
19 to see if, in fact, that's true?

20 A. No, I haven't, but if you're talking
21 about building it above the foot elevation, then
22 you have the problem where you've got to build the
23 house that much higher to get the car under there.
24 So if I build it up to the flood elevation and the
25 house is only -- each floor is only one foot above

1 the flood elevation, then now I've got to raise the
2 house eight feet, something like that, more so I
3 can get the car in the garage, even if you could
4 get it up above the flood elevation.

5 Q. Sure. I understand that. But when
6 you're designing the house you have that option,
7 right?

8 A. Yeah, but I don't know of any house
9 along Myrtle Beach, Georgetown, any, that is -- was
10 built that way to where it stood up that way.

11 Q. Okay.

12 A. Including garages on hotels. I mean,
13 they are just not raised that high.

14 Q. Fair enough. Fair enough. So what
15 we've got to now is that the house is built at
16 what's standard in that area, the elevation of the
17 house is built to what's standard in the area,
18 correct?

19 A. Right. And it's usually one foot above
20 flood elevation.

21 Q. All right. Fair enough. The lot
22 across the street, is that buildable, do you know?

23 A. Not at the present time. I've seen
24 photos that go back to 2013 that might have let it
25 to be liveable, drivable on it.

1 Q. All right. Let me ask the question a
2 different way then. Would the City of Georgetown
3 or the appropriate authorities in the area allow
4 somebody to build on that lot?

5 MR. LINDEMANN: Object to the form.

6 BY MR. ROSS:

7 Q. Do you know?

8 A. I do not know if the city would allow
9 that or not.

10 Q. Okay. Is Mr. Christmas able to park or
11 drive on that lot currently?

12 A. He can drive on the front part of it
13 and around by his garage on the other side where he
14 could pull his car in. The concrete has a pretty
15 abrupt edge to it now where it's cracked and
16 subsided down as like a three-inch drop, so he
17 couldn't do it there.

18 Q. Okay. And maybe I misunderstood. The
19 lot across the street, I thought we were referring
20 to his a lot across Greenwich Street.

21 A. That's right.

22 Q. Did I misunderstand?

23 A. Okay. Okay. Then I'm sorry. Are you
24 saying can he drive on that lot now?

25 Q. Yes, sir.

1 A. It looks like somebody has been out
2 there cutting the grass, but it doesn't look like
3 you can possibly take a car out there at this
4 point.

5 Q. And why not?

6 A. It appears that the dirt that has been
7 put there has eroded away.

8 Q. Who put the dirt there?

9 A. I believe Mr. Christmas did.

10 Q. And what has caused the erosion?

11 A. In my opinion, water coming up the
12 ditch on Front Street there getting in the side
13 ditches, and as it backs away, then it takes dirt
14 with it. Same way with tides. Like on the
15 oceanfront you also get tides that pull the sand
16 away. That's why we renourish beaches all the
17 time. So the same action here is the tide comes in
18 and away, the waves break on it, it will pull that
19 soil back away and back out.

20 Q. All right. So it's just the natural,
21 I'll call it, evolution of weather patterns and the
22 water traveling that takes dirt along with it and
23 causes the erosion, correct?

24 MR. EVANS: Object to form.

25 THE WITNESS: Yes.

1 BY MR. ROSS:

2 Q. Okay. The tennis courts in the park,
3 how far away from Plaintiff's property are they?
4 300 yards? 500 yards? They're not 100 feet,
5 right?

6 A. No, they're not 100 feet.

7 Q. What are they? Like I'm just guessing
8 three to 500 yards. Have you measured it? Have
9 you looked at it?

10 A. No. I think I can come closer to that,
11 though. It doesn't seem like it's that far away,
12 Mr. Ross. I think you're going to find it's more
13 like 150 to 200 yards.

14 Q. It could be. I mean, we could go out
15 there and put a tape on it, right, and just measure
16 it and know it for sure, right?

17 A. Yeah, we could, or Google would
18 probably tell us.

19 Q. Okay. All right. What was the
20 elevation of the tennis courts prior to the outfits
21 at the park?

22 A. I don't know. It might be shown on one
23 of those drawings, but in photographs I've seen it
24 looked like it was flat on the ground.

25 Q. Okay. But you haven't done any type of

1 engineering analysis to determine what the height
2 was before the modification to the current tennis
3 courts, correct?

4 A. I have not.

5 Q. Okay. The contractor that put the dirt
6 in place and/or installed the tennis court surface,
7 do you know who that is?

8 A. I believe it was Green Wave.

9 Q. Okay. And have you looked at the
10 contract between -- that Green Wave worked under?

11 A. I scanned through it.

12 Q. And do you know what they were hired to
13 do?

14 A. I believe to build the tennis courts
15 and then put in some ditching along the north and
16 south side of it that connected into the ditch
17 along Greenwich Street.

18 Q. All right. Assuming that you're
19 correct, do you have any information that Green
20 Wave did not do what it was contracted to do?

21 A. I believe they did what they were
22 contracted to do. I also believe that they should
23 have understood that they were going to cause a
24 problem.

25 Q. And what's the basis for that?

1 A. Because what they're doing is they're
2 raising it out of a flood area. So by raising it
3 out of the flood area alls they're doing is taking
4 whatever water is sitting on that slab and pushing
5 it somewhere else, which, unfortunately, somewhere
6 else is down in the corner of Front Street and
7 Grissom -- Greenwich Street. I'm getting
8 tongue-tied.

9 Q. So your position is that when they
10 raised the tennis courts that water is flowing the
11 150 or 200 yards across that flat area and causing
12 flooding on Front Street; is that correct?

13 A. Yeah, I think it's getting out of the
14 ditch more than it's going across country flat. I
15 believe it's coming and getting out of the ditch
16 along Greenwich Drive and getting down there.

17 Q. Getting down where?

18 A. Down to the corner of Front Street and
19 Greenwich Drive.

20 Q. Okay. So what duty -- let me change
21 that. If Green Wave did what it was contracted to
22 do why would they have an obligation -- what should
23 they have done differently -- if they got a
24 contract -- have you looked at the plans that Green
25 Wave operated under?

1 A. Yes.

2 Q. Okay. And as far as the plans that
3 they operated under, do you have any testimony that
4 they did something different than was in the plans?

5 A. Not necessarily in the plans, no. As I
6 testified before, I think Stantec drew the plans,
7 and I had the same problem with Stantec, I guess,
8 that I've got with Green Wave, is somebody should
9 have realized they were filling in an area that was
10 storing some water and creating it now that it was
11 going to go down to the low end of the property and
12 exacerbate a problem that was already there.

13 Q. All right. You answered that question
14 in a qualified manner, so I've got to go back and
15 reask it to make sure that I have a good answer.
16 You said not necessarily with the plans. So let's
17 talk about that answer. And what I'm interested in
18 is a yes or no, if you can, but you said "not
19 necessarily."

20 So do you have any criticisms of what
21 Green Wave did as it pertains to the plans? Did
22 they vary from the plans? And I'm keeping this
23 question -- I'm trying to keep this question very
24 narrow. As it pertains to the plans, did Green
25 Wave vary from the plans?

1 A. It appears, based on my observation,
2 that they were close to what the plans showed.

3 Q. They were what?

4 A. They constructed it close to what the
5 plans showed.

6 Q. All right. Here we go again.

7 A. I can't say exactly because I didn't go
8 out there and measure it.

9 Q. Okay. Let me ask you --

10 A. So alls I can do is look and say, yeah,
11 this looks...

12 Q. Okay. And fair enough. Fair enough.
13 So I'll ask the question the other way which is:
14 Do you have any testimony that Green Wave did not
15 build according to the plans?

16 A. No.

17 Q. Okay. All right. And then you said
18 that -- oh, boy. Okay. All right. So when you
19 were giving some testimony earlier you made a
20 statement that the industry standard says you're
21 not to do something on a lot to cause an increase
22 in water to flow on the next lot. Do you recall
23 saying something along those lines?

24 A. I did.

25 Q. Okay. And I'm not trying to put words

1 in your mouth here, so if I misstated that in any
2 way, please correct me. What industry standard are
3 you referring to?

4 A. I believe it's law. Not necessarily an
5 industry standard, but I think it's law. And you
6 might be better to answer it than I can, but at
7 least in my practice as an engineer we're not
8 allowed to put any additional water on somebody
9 else's property than is going there naturally nor
10 are we allowed to back up water onto somebody
11 else's property from our property, that's coming
12 onto our property naturally. And we're also not
13 allowed to point source to the water. In other
14 words, if the water was spread out, flowing onto
15 his property in sheet flow say, then we're not
16 allowed to take and put the other pipe and dump it
17 on his property in a point source.

18 Q. Okay. And what would you point to,
19 what documentation would you point to, to support
20 -- I think you gave me three theories here. I
21 don't mean to be insulting when I call them
22 theories, but I think you gave three different
23 examples. What source would you point to that I
24 can look at or I could send to my engineer for him
25 to go and look to see if he or she agrees with you?

1 A. Just ask them the question. They will
2 understand it.

3 Q. Well, I mean, I will ask him the
4 question. What I'm asking you is, is there a
5 document that you can point to that supports your
6 position?

7 A. Some people have included it in their
8 county regulations or city regulations. I don't
9 have a document I can point to right this minute
10 and say go look at -- not to my knowledge, an ANSI
11 standard, if you're looking for that kind of
12 standard, or an ASTM standard. To me it's always
13 led me to believe that's just the law. Where that
14 comes from, where the laws come from, obviously
15 from the legislature, but that's the water rights
16 law.

17 Q. Okay. All right. So this is an
18 assumption that you have been operating under and
19 it's based on legal versus engineering standards;
20 is that accurate?

21 A. Yes.

22 Q. Okay. And so therefore, would you
23 defer to the lawyers to interpret what the law is
24 as to water rights, taking water off of one
25 property to the other?

1 MR. EVANS: Object to form.

2 THE WITNESS: Yes, I would.

3 BY MR. ROSS:

4 Q. Okay. I think I've asked this question
5 already, but I'm not 100 percent sure. I'm going
6 to ask it again to be sure and then I'm going to
7 ask the court reporter to pull up something for me.

8 You mentioned earlier that 90 percent
9 of the flooding was caused by tidal waters from the
10 bay. Did I already ask you what the other ten
11 percent was from?

12 A. Rainfall events.

13 Q. Okay. And can you define what
14 "downstream" is for me? I mean, I know what it is,
15 but I need the record to reflect it. Sorry.

16 A. Okay. I'm sorry. Would you reask the
17 question?

18 Q. Sure. What is "downstream?"

19 A. Downstream --

20 Q. How do you define "downstream?"

21 A. I guess you have a point and you say
22 what's downstream, that's the way the water flows,
23 downstream.

24 Q. Okay. Let me ask the question a little
25 bit differently. If the water is flowing from --

1 let's just say we're looking at a stream and the
2 water initiates on the right-hand side of our
3 screen, if you will, and it's flowing to the left,
4 the left is downstream of the right side, correct?

5 A. That's correct.

6 Q. All right. So if you put, for example,
7 a floater on the right side and you don't do
8 anything else, that floater is going to float to
9 the left side and the left side is downstream,
10 correct?

11 A. Correct.

12 Q. Okay.

13 MR. ROSS: Court reporter -- Lauren,
14 I'm sorry, can you put the video up? And we'll do
15 this in just a second.

16 BY MR. ROSS:

17 Q. But you would agree with me that water
18 flows from a high point to a low point?

19 A. Most of the time.

20 Q. Most of the time?

21 A. All the time.

22 Q. It doesn't go uphill, right?

23 A. That's right, unless you pump it.

24 Q. All right. And so if you've got
25 something that is directing water, for example,

1 onto the Christmas property there would have to be
2 higher property on the side that is directing water
3 towards the Christmas property, right?

4 A. Well, in the flatlands down here I have
5 seen the water reverse, and the reason for that
6 being is what we've been talking about today, is
7 tides. If you've got a ditch that's fairly flat
8 and it's draining from right to left, if you want
9 to use that analogy, but it's a very shallow ditch
10 and -- not shallow, but has a very slow slope on
11 it, like a half a percent or 2.2 percent, then if
12 there's water coming from the other direction such
13 as tidal flow, then it can build up in there and
14 overflow and start flowing in the other direction.
15 Build up at the high point and start flowing.
16 Usually a high point has an other side down flow
17 unless you're in the mountains and you're at the
18 top of the mountains.

19 Q. Okay. Do you have any information -- I
20 mean, the ditch that we're referring to, that's the
21 ditch that goes along Greenwich Street, right?

22 A. Correct.

23 Q. All right. Do you have any information
24 that Green Wave had anything to do with building
25 that ditch?

1 A. I was under the belief that they were
2 asked to go out there and recontour the ditch.

3 Q. And what's the basis of that belief?

4 A. It was either an e-mail that I saw or
5 maybe something in their contract that said, you
6 know, when you're doing this make sure you grade
7 out the ditches around the tennis courts.

8 Q. All right. And if it's -- well, so
9 let's go there. The ditches around the tennis
10 courts, that is not the same thing as the ditch
11 along Greenwich Street, correct?

12 A. Well, it is along the tennis court.
13 You go from that ditch straight up to the tennis
14 court.

15 Q. Okay. But that 150 to 200 yards or
16 whatever that distance is between the tennis courts
17 and Front Street, Green Wave wasn't responsible for
18 that as far as you know, right?

19 A. I agree.

20 Q. Okay. And then there are -- and when I
21 was out there it was pretty overgrown, so it was
22 hard to see there. I believe -- and I don't think
23 this is a question, but I'm going to ask it kind of
24 in the form of a statement, there are multiple
25 drainage lines that go from Greenwich Street out to

1 the bay or at least away from either the park or
2 the houses on Greenwich Street; is there not?

3 A. I've only seen two in the area that we
4 are talking about. I testified to that this
5 morning, I believe. Is the one -- there is one
6 right near the tennis court that goes out -- I
7 believe it's on the south side of the tennis court
8 that goes out to Winyah Bay. And then there's the
9 one we've been talking about down at the bottom of
10 Front Street.

11 Q. Okay. Okay. And that's -- are those
12 the ones that should have the flapper valves in
13 them?

14 A. Correct.

15 Q. I've got you.

16 A. To my knowledge, the one at the tennis
17 courts, at least it's never been represented to me,
18 has a flap valve on the end of it.

19 Q. Okay. And the intention of those
20 pipes, if you will, is to drain the water away from
21 the area on the inboard side of Greenwich Street,
22 correct?

23 A. Correct.

24 Q. And if the flapper valve is not working
25 that would allow the tides to roll back through

1 those pipes and bring the water onto Greenwich
2 Street, correct?

3 A. That is correct, onto the other side of
4 Greenwich Street.

5 Q. I've got you. All right.

6 MR. ROSS: Lauren, would you -- I don't
7 know how to do it. I might be able to, honestly,
8 but is there a way that you can play that video so
9 Mr. Castles can see it?

10 (CASTLES EXHIBIT 5, video dated October
11 1, was marked for identification.)

12 (Video played.)

13 BY MR. ROSS:

14 Q. All right. You've seen that video --
15 that's -- in the background is a picture of
16 Mr. Christmas's house, right?

17 A. That's correct.

18 MR. ROSS: And Lauren, you've marked
19 that as an exhibit, correct?

20 THE REPORTER: Yes.

21 MR. ROSS: What exhibit number?

22 THE REPORTER: Five.

23 BY MR. ROSS:

24 Q. Okay. So in the background there's a
25 picture of Mr. Christmas's house and that water is

1 flowing down the street across the front of
2 Mr. Christmas's property, correct?

3 A. Correct.

4 Q. And as we look at the water,
5 Mr. Christmas's house is in the background, that
6 water is flowing from right to left, correct?

7 A. Correct.

8 Q. Okay. And the tennis courts are 150 to
9 200 yards away on the left, correct?

10 A. Correct.

11 Q. One second.

12 So my question for you is: If the
13 water is flowing from right to left it's actually
14 flowing towards the tennis courts. That doesn't
15 make any sense to me. And I'm sure you have an
16 explanation as to how the tennis courts are in any
17 way contributing to the flooding of Mr. Christmas's
18 property when the water, as it comes up, is going
19 towards them, not away from the tennis courts. So
20 can you explain that?

21 A. Yeah, the yellow in that picture was
22 the catch basin on that side of the street. It's
23 right there in the corner of Front Street and
24 Greenwich Street. The water is coming down, and
25 you had the yellow area, and then it went on past

1 it and flowed on down Front Street a little bit.
2 If you take that catch basin -- and there's a pipe
3 that goes directly across the street and guides
4 into a catch basin on that side of the street, on
5 Front Street, and that's where it supposedly goes
6 from there to Winyah Bay. It's also where the
7 ditch ties in from the tennis courts coming down.

8 So if you get enough water coming from
9 the tennis courts, especially in a rain event, then
10 it can get in that catch basin and back up, as I
11 was saying, come out of the catch basin on the
12 other side of the street.

13 Q. All right. What about the 150 to
14 200 yards between the tennis courts and the
15 Christmas house, what about that water? Does that
16 water also run in that way?

17 A. It is. I mean, the whole side of the
18 park is an entry getting there, at least getting in
19 that wetlands we discussed today.

20 Q. Okay. What percentage of the water
21 that's coming off the tennis -- I mean, how much
22 water is coming off the tennis courts as opposed to
23 the other section of the park as opposed to the
24 tides and the streets, et cetera, that you think is
25 causing the Christmas property to flood? If -- I

1 mean, clearly the tennis courts has something to do
2 with it, but, I mean, how do we quantify that?

3 A. Well, normally you would quantify it by
4 the area of the tennis courts. I'm not sure what
5 the size of the tennis court is, but -- and you
6 compare it to the other areas. But I mean, when
7 you're looking at the tennis courts, probably less
8 than five percent.

9 Q. Okay. All right.

10 A. I think what's also important with the
11 tennis courts is Green Wave had to bring the dirt
12 in there for the tennis courts. And we talked a
13 lot earlier about the truck traffic and its helping
14 with the subsistence or causing the subsistence of
15 Greenwich Drive that allows the tides to come over
16 as you were showing there in your video. The tide
17 is coming across the street.

18 Q. Understood.

19 A. So the backage from the tennis courts
20 would be more of hauling all that dirt in there to
21 build those tennis courts up three feet, whatever
22 they are. I don't know an exact height. I'm just
23 looking at them. Those heavy loads would have
24 helped subside that street. Now, what percentage
25 of your loads or, excuse me, Green Wave's loads

1 were to the ball fields loads, I can't tell you
2 that. I can't give you a percentage.

3 Q. All right. And I mean, Green Wave, I
4 mean, they contracted to bring dirt in, right, as
5 you understand it?

6 A. That's what I understand.

7 Q. Okay. And in order to do that they've
8 got to take their trucks or somebody has to take
9 trucks on the roads to bring the dirt there, right?

10 A. Correct.

11 Q. Okay. So if the roads were not
12 suitable to support the loads, that wouldn't be on
13 Green Wave, right? That would be on the people
14 that hired them; would you agree with that?

15 MR. EVANS: Object to form.

16 BY MR. ROSS:

17 Q. You can answer.

18 A. Yeah, I know.

19 Q. Okay. So here, let me --

20 A. I'm thinking so you get the correct
21 answer.

22 Q. Yeah, let me qualify this a little bit.
23 So if I hire somebody to come pour concrete at my
24 house and they want to bring a concrete truck on
25 there, I would expect that they provide the

1 appropriate protection of my concrete driveway so
2 that they don't crack off a corner, and that would
3 be something different. But in this situation what
4 I've heard you say today is just the general
5 traffic of the trucks over a road has caused the
6 road to sink. I wouldn't put that on the concrete
7 guy or the dirt hauling guy, would you? And if you
8 would let me know so I know.

9 MR. EVANS: Object to form.

10 MR. LINDEMANN: Same objection.

11 THE WITNESS: That's a tough question
12 because the question that you beg to ask is, is
13 this road suitable enough for me to haul stuff down
14 there. I think what you do is you make the
15 assumption that it is. It's a public road.
16 Therefore, I should be able to run my trucks down
17 it and if it tears it up that's the city's problem,
18 DOT's problem, county's problem, somebody else's
19 problem, not my problem. And I'm not sure you
20 could go that far. I think anybody that touches it
21 has some responsibility.

22 Q. And what's the basis for that thought
23 process? Because I would agree with what you said
24 the first time, and what I'm interested in now is
25 why -- what I believe would be the common ordinary

1 thought process of basically every individual, and
2 your opinion, that since we drove over that road
3 and the road is sunk and -- if they drove on it and
4 it sunk instantly I could understand, hey, maybe
5 they should pay attention to it, but what I've
6 heard you say is that it subsided over time. We
7 don't know over what time, right?

8 A. That's correct. You're correct.

9 Q. Okay. So I get a concise question and
10 answer rather than my rambling, we don't know over
11 what time that road has subsided, is that statement
12 correct?

13 MR. EVANS: Object to form.

14 THE WITNESS: That's a true statement.

15 BY MR. ROSS:

16 Q. Okay. All right.

17 A. I will retract my opinion a minute ago
18 and say that it being a public road, that as long
19 as Green Wave's trucks were properly loaded in that
20 -- the load standards, then they had a right to
21 drive over that road without penalty.

22 Q. Fair enough. And just to wrap things
23 up on that, do you have any information to suggest
24 that Green Wave's trucks were not properly loaded?

25 A. I have no information to say yes or no.

1 Q. Okay. Fair enough. So we've been
2 going for quite a while today. I usually don't
3 skip lunch in these depositions because what
4 happens is exactly what happened here today, is we
5 went a whole lot longer than I think anybody was
6 expecting.

7 Have you understood the questions that
8 I have asked you today and to which you have given
9 answers?

10 A. I'm sorry. You looked the other way a
11 minute and I missed the first part of your
12 question.

13 Q. Sure. Have you understood the
14 questions that I have asked you today to which you
15 have answered and have you given me truthful
16 responses to the questions that you have answered?

17 A. I did understand what you asked me
18 today and I gave answers to the best that I could.

19 Q. Okay.

20 A. As truthful as I could.

21 Q. Very good. And is the same true as to
22 the two other attorneys that asked you questions
23 today?

24 A. I have been as truthful as I could
25 possibly be.

1 Q. And you understood their questions?

2 A. I did understand their questions.

3 Q. All right. Is there anything in your
4 testimony that you have given today that you feel
5 that you need to change?

6 A. Not at this particular point.

7 Q. Understood. And is there anything that
8 we have been discussing today -- excuse me. Is
9 there anything that you think you need to add to
10 your testimony today that we haven't talked about?

11 A. I can't think of anything.

12 Q. All right. Very good. Sir, I
13 appreciate your time.

14 MR. ROSS: Lauren, off the record.

15 (Off the record.)

16 EXAMINATION

17 BY MR. BATTLE:

18 Q. The last time the plaintiff lived in
19 his house that's the subject of this lawsuit...

20 MR. EVANS: Kirk, you froze up for a
21 while there and then started with "the last time
22 the plaintiff lived in the house."

23 BY MR. BATTLE:

24 Q. Mr. Castles, is it your understanding
25 that the plaintiff still resides in his home today?

1 A. No, he does not reside in that house.
2 He has a condo or a house over on Garden City
3 Beach.

4 You're freezing up there.

5 MR. BATTLE: Yeah, I'm done. We're
6 good. Whatever Andrew has.

7 MR. LINDEMANN: I don't have anything
8 else.

9 MR. EVANS: Let me think for one
10 second.

11 EXAMINATION

12 BY MR. EVANS:

13 Q. Mr. Castles, a couple of quick ones
14 here. We spent a good deal of time discussing with
15 others your position that the road has been
16 compacted and I'm not going to discuss that with
17 you. I want to ask you a couple of questions about
18 the actual construction of the park as opposed to
19 the getting the dirt there.

20 So is it your understanding that the
21 East Bay Park project intentionally raised the
22 elevations of the East Bay Park property?

23 A. Yes.

24 MR. BATTLE: Object to the form for
25 vagueness.

1 BY MR. EVANS:

2 Q. And Mr. Christmas is downhill from the
3 East Bay Park property, as defined by you and
4 Mr. Ross, downhill versus uphill?

5 A. That is correct.

6 Q. Would you agree that more high ground
7 land or more land upstream of Mr. Christmas means
8 more water pushed downhill toward Mr. Christmas?

9 MR. BATTLE: Object to the form.

10 THE WITNESS: What I believe -- and we
11 tend to use high ground as high ground versus
12 wetlands. And I guess what I would like to say
13 is -- what I think we're trying to say high ground
14 here is the low areas of the park that they ended
15 up filling in that were already non-wetlands or
16 just low areas within the park, and, yes, I believe
17 by filling in those low areas, then they took that
18 storage away where the lower areas were storing
19 water and, therefore, you get more runoff that ends
20 up flowing to Mr. Christmas's property.

21 BY MR. EVANS:

22 Q. And that runoff is surface drainage,
23 correct?

24 MR. LINDEMANN: Object to the form.

25 THE WITNESS: That is correct.

1 BY MR. EVANS:

2 Q. And could that surface drainage be both
3 rainwater or tidal?

4 MR. LINDEMANN: Object to the form.

5 THE WITNESS: It could be.

6 BY MR. EVANS:

7 Q. There remains a small wetlands area on
8 the corner of Greenwich and Front, correct?

9 A. We've kind of debated that today, but
10 right now it shows up on the drawings as such, yes.

11 Q. And is it your belief that wetlands
12 area is smaller than it was before the park
13 project?

14 A. I believe so.

15 Q. Once that wetland area is full where
16 does the water go next?

17 A. It tries to get into that catch basin
18 on the corner of Front Street and Greenwich Street
19 which means it's trying to get either back out to
20 Winyah Bay or trying to get to the pipe over there
21 towards Mr. Christmas's property.

22 Q. And are there any problems with the
23 water trying to get into that catch basin and then
24 out into the bay?

25 A. No. I mean, it's pretty open to where

1 it allows that water to flow in.

2 Q. Can it get -- if the tide is up at the
3 same time is there a problem with it getting out?

4 A. Yes, if the tide is up, then it can't
5 go up the tide to get out until the tide goes back
6 down.

7 Q. And that's a result of that flap valve
8 that you discussed earlier?

9 A. Well, that and also that the tide -- it
10 still can't go out of that flap valve if the tide
11 is high. So the water here coming in that catch
12 basin has to be higher than the tide is in Winyah
13 Bay to physically get out the pipe end. It will
14 just sit in the pipe until it has the ability to
15 get out.

16 Q. Changing gears here, as a licensed
17 contractor, do you expect Green Wave to know not to
18 direct water onto other's property?

19 A. I would think so, yes.

20 Q. You were asked some questions about
21 water flow and uphill and downhill and gravity
22 doing its thing. And I think you alluded to the
23 fact there are other factors that sometimes come
24 into play, including tides, right?

25 A. Correct.

1 Q. Wind would be another, correct?

2 A. Yeah, wind would be blowing water into
3 shore.

4 Q. In fact, we just had Hurricane Ida hit
5 the Gulf Coast a couple of days ago, right?

6 A. Yes, correct.

7 Q. Did you hear on the news that the flow
8 of the Mississippi River was actually reversed by
9 Ida?

10 A. I didn't hear it, but I wouldn't --

11 MR. LINDEMANN: Object to the form.

12 THE WITNESS: I wouldn't disagree.

13 BY MR. EVANS:

14 Q. The point being is that gravity alone
15 isn't the end all be all with the way the water
16 goes, right?

17 A. No, that's correct.

18 MR. LINDEMANN: Object to the form.

19 MR. EVANS: I don't have anything else
20 for you, Mr. Castles. Thank you.

21 Anybody else?

22 MR. LINDEMANN: Yeah, I have one
23 follow-up.

24 EXAMINATION

25 BY MR. LINDEMANN:

1 Q. When you testified earlier today to the
2 elevations of the -- Front Street and Greenwich
3 Drive was originally built in 1968, what were you
4 relying on?

5 A. Drawings from the SCDOT.

6 Q. And were those documents that were
7 obtained through the SCDOT FOIA request?

8 A. Yes, they were.

9 MR. LINDEMANN: Okay. I don't have any
10 further questions. Thank you.

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

14 (The deposition was concluded at 3:46
15 p.m.)

16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF REPORTER

I, Lauren A. Balogh, Court Reporter and
Notary Public for the State of South Carolina at
Large, do hereby certify that the foregoing
transcript is a true, accurate, and complete
record.

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

Witness my hand, I have hereunto
affixed my official seal this 14th day of
September, 2021 at Murrells Inlet, Horry County,
South Carolina.



Lauren A. Balogh
My Commission expires
March 19, 2030

I N D E X

	Page	Line
ROBERT L. CASTLES, JR.	3	1
EXAMINATION	3	3
BY MR. BATTLE:		
EXAMINATION	70	23
BY MR. LINDEMANN:		
EXAMINATION	158	15
BY MR. ROSS:		
EXAMINATION	202	16
BY MR. BATTLE:		
EXAMINATION	203	11
BY MR. EVANS:		
EXAMINATION	207	24
BY MR. LINDEMANN:		
CERTIFICATE OF REPORTER	209	1

E X H I B I T S

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page Line

CASTLES EXHIBIT 1, damage	14	3
disclosure statement		
Bate-stamped Christmas-000031		
CASTLES EXHIBIT 2, letter	15	12
dated June 29, 2021		
Bates-stamped Christmas-000036		
and 000037		
CASTLES EXHIBIT 3, lease	35	5
agreement Bates-stamped City		
00611 through 00614		
CASTLES EXHIBIT 4, East Bay	60	23
Park existing conditions not		
to scale and Exhibit B East		
Bay Park conceptual plan		
Bates-stamped City-00394		
through 00396		
CASTLES EXHIBIT 5, video dated	194	10
October 1		

1 Robert L. Castles, Jr

2 rlcastles@castlesengineering.com

3 September 17, 2021

4 RE: Christmas, Ron v. County Of Georgetown, Et Al

5 8/31/2021, Robert L. Castles, Jr (#4760950)

6 The above-referenced transcript is available for
7 review.

8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to Veritext at
15 cs-carolinas@veritext.com

16
17 Return completed errata within 30 days from
18 receipt of testimony.

19 If the witness fails to do so within the time
20 allotted, the transcript may be used as if signed.

21
22 Yours,

23 Veritext Legal Solutions
24
25

1 Christmas, Ron v. County Of Georgetown, Et Al

2 Robert L. Castles, Jr (#4760950)

3 E R R A T A S H E E T

4 PAGE _____ LINE _____ CHANGE _____

5 _____

6 REASON _____

7 PAGE _____ LINE _____ CHANGE _____

8 _____

9 REASON _____

10 PAGE _____ LINE _____ CHANGE _____

11 _____

12 REASON _____

13 PAGE _____ LINE _____ CHANGE _____

14 _____

15 REASON _____

16 PAGE _____ LINE _____ CHANGE _____

17 _____

18 REASON _____

19 PAGE _____ LINE _____ CHANGE _____

20 _____

21 REASON _____

22 _____

23 _____

24 Robert L. Castles, Jr Date

25 _____

1 Christmas, Ron v. County Of Georgetown, Et Al

2 Robert L. Castles, Jr (#4760950)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Robert L. Castles, Jr, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.

10
11 _____
12 Robert L. Castles, Jr

Date

13 *If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 _____ DAY OF _____, 20____.

16
17
18 _____
19 NOTARY PUBLIC
20
21
22
23
24
25

&	150,000 132:5	143:3,11,14,21	211:10
& 2:14,20 4:17 41:7	158 210:9	144:12,14,21,24	29206 2:16
0	16 210:11	146:1 152:1 154:1	29464 2:5,22
00 85:14,16	17 85:16 212:3	154:3 156:25	29526 2:11
000031 14:4 211:8	1700 85:17 138:19	2017 8:24 9:3,21	2:00 138:4
000036 15:13	18 25:9,24 26:10	9:24 10:8,20 11:3	3
211:11	18,000 53:17	11:4 12:21	3 35:4,5,9 210:4,5
000037 15:13	19 152:25 209:24	2019 83:21 153:2,4	210:5 211:6,13
211:12	1929 83:1,2	153:13	30 114:2 177:1
00304 40:18	194 211:22	202 2:16 210:11	212:17
00394 60:25	1968 142:22 143:3	2020 1:5 116:20	300 182:4
211:20	146:1 155:17	145:20 146:2	31 1:10 131:9
00396 61:1 211:21	156:14 160:11,12	154:15	329-4040 2:22
00611 35:6 211:15	208:3	2021 1:10 15:13	35 211:13
00614 35:6 211:15	1:15 114:6	116:20 145:21	39 6:20
1	1:23 114:7	146:2 209:13	4
1 14:3 194:11	1:56 138:3	211:10 212:3	4 60:23 61:3
210:4,17 211:6,23	2 15:12,16 211:9	203 210:13	211:16
1-10 1:6	2.2 191:11	2030 209:24	4,000 138:22
1.12 153:2	2/12/54 113:25	207 210:15	4.0 28:2 29:19,22
10 27:13,16 54:21	20 5:15 28:12	209 210:17	122:11
211:22	54:21 163:24	21885 209:22	4.0. 122:10
100 92:24 132:4	214:15	22 148:18,18	4.2 170:21
155:13 182:4,6	200 139:23 182:13	22-00356 1:5	4.6. 21:9
189:5	184:11 192:15	23 5:6 210:7	40 6:20 92:16
10:22 1:11	195:9 196:14	211:16	107:18
11 29:4 83:13	2005 67:19	2339 138:20	415 2:5
210:13	2008 5:5	2340 85:18,19	4760950 212:5
11:57 70:21	2012 10:25,25 11:1	138:20	213:2 214:2
12 25:9,17,24 26:9	11:6,12,20 12:22	24 85:18 148:18	48 143:7 145:10,17
29:4 211:9	110:24 111:8,15	210:15	145:19 146:1
1200 2:10	111:17,24 152:24	248-4321 2:11	5
12:10 70:22	153:2,4,13 173:7,8	25 5:15 27:13,16	5 2:16 194:10
14 25:18 211:6	2012/2013 173:10	92:24	211:13,22
14th 209:12	2013 67:20 113:3,4	250 139:23	5.8 21:13 22:7,15
15 210:9 211:9	173:3,4,8 179:24	250,000 132:1	23:6,7 122:7
150 86:12 182:13	2015 151:16 152:1	280zx 168:23	5.8. 122:3
184:11 192:15	2016 95:21 96:24	29 15:13 28:17,18	5/21/21 122:21
195:8 196:13	97:12 100:5	28:19 29:5 39:15	50 92:24
	108:16 142:22	39:16 82:6,25	
		83:11 171:9,13	

[500 - answer]

Page 2

500 182:4,8	able 9:5 18:22	addendum 37:10	alleged 14:11
500,000 132:2	23:12 27:7 28:23	68:20	allotted 212:20
52 5:5	32:10 37:17 45:22	additional 18:16	allow 57:1 180:3,8
53 160:7	55:10 73:17 98:23	24:5 39:20 50:11	193:25
556,643 131:13	99:1 116:13	72:3 98:14 149:11	allowed 155:21
57 54:1	165:16 176:18	149:14 150:1,3,9	187:8,10,13,16
6	177:20 178:14	150:10,12,15	allows 76:7,8,11
6,295 20:8	180:10 194:7	187:8	197:15 206:1
6.1 83:25 176:11	199:16	additions 13:2	alls 50:1 184:3
6.1. 170:25	abnormal 23:6	69:1 214:6	186:10
60 211:16	abrupt 180:15	adds 106:25	alluded 206:22
68 54:3 142:21	absolutely 171:13	adjacent 7:10	alongside 148:17
7	absorb 90:17	102:19	alpha 173:23
70 210:7	abuts 162:4	advance 15:22	alpine 169:2
750,000 132:3	access 15:22 16:6	advised 208:11	alteration 60:11
76 4:7	46:3 74:24 80:20	aerial 9:6 46:22	98:15 100:4
8	147:3,8	affixed 209:12	altered 43:10
8/31/2021 212:5	accessed 147:10	age 70:4	44:18 45:20 46:3
80 155:12	accuracy 212:9	ago 5:7 8:17,17	98:4
803 2:17	accurate 15:17,25	43:6,7 95:25	ambulance 165:7
84 4:20	159:18 165:11	109:2 150:8 154:2	165:19 169:19
843 2:6,11,22	168:14 177:16	174:3 200:17	170:7
849-8400 2:6	188:20 209:6	207:5	amount 53:20,21
86 4:22	accurately 122:23	agree 15:25 37:22	169:23
863 2:21	acknowledge	88:2,4 109:1	analogy 191:9
88 28:2 29:3,3,13	62:15 79:10	133:9 149:17	analysis 19:25
29:19 30:8,18	acknowledgement	151:15 152:4	20:1 57:4 87:23
39:15,18 82:5,7,9	214:3	190:17 192:19	91:20,25 92:6,14
82:22,24 83:12	acknowledgment	198:14 199:23	92:15,19 93:12
171:8 172:1	212:12	204:6	94:14 120:14
881-8920 2:17	act 67:13 68:7	agreeing 91:12	183:1
9	action 181:17	agreement 35:5,10	analyze 92:22
90 115:25 118:20	acts 66:7	72:18 211:14	andrew 2:15,17
151:4 161:3 189:8	actual 28:15 40:15	agrees 187:25	70:25 137:25
90s 28:19	203:18	ahead 26:6 35:3	162:11 203:6
a	ada 168:3	130:22	angle 177:7,21
a.m. 1:11 70:21	add 202:9	air 14:25	178:4,7
ability 25:2 206:14	added 13:2,14	al 212:4 213:1	animal 144:8
	24:5 62:19 63:3,6	214:1	ansi 188:10
	72:1	alcohol 159:12	answer 7:4 70:16
			71:9 90:19 98:2

185:15,17 187:6 198:17,21 200:10 answered 172:13 185:13 201:15,16 answering 109:8 answers 41:18 201:9,18 anybody 70:16 75:8 93:11,14 137:18 172:23 199:20 201:5 207:21 anymore 30:16 46:17 97:3 anytime 120:14 anyway 107:3 anyways 64:1 apart 169:11 apologize 41:19 42:2 48:17 71:13 159:23 176:25 apparently 28:7 57:20 59:21 103:10 appearances 2:1 appeared 39:8 appears 15:20 25:3 78:15 79:22 102:2 103:20 109:21 147:1 172:11 181:6 186:1 appended 214:7 applicable 212:8 apply 71:2 appreciate 19:5 165:18 202:13 appropriate 17:7 175:22 180:3 199:1	approximately 83:21 133:18 138:23 163:25 april 22:12,12,13 architect 174:23 175:1 176:2 architectural 9:17 area 10:7 13:1,6 14:19 18:8,9 19:22 20:15 23:4 24:6,14,19 25:20 26:2 27:15 31:9 31:19 32:3,15,18 32:25 34:17 36:22 36:23,24 38:10,23 38:25 39:9,20,22 39:25 40:13 41:14 42:17 44:11 45:12 49:23 56:10 58:6 60:20 62:13 63:15 63:17 65:11,12,19 66:2 67:3,5,7,12 67:13 76:1,25 80:7 81:18,20 87:15 88:24 89:1 90:1,4 92:20 95:22 96:5,25 97:12 98:16 101:18 104:17,17 104:19 106:13,14 106:19 107:3,4 110:9,24 113:4 123:22 127:8 129:12,13 131:16 138:25 146:15,17 146:24 149:1 152:18 156:13 161:5 172:13 175:1 179:16,17 180:3 184:2,3,11 185:9 193:3,21	195:25 197:4 205:7,12,15 areas 28:24 31:6 34:8 44:13 49:18 51:23 60:22 62:24 62:25 89:22 147:21 197:6 204:14,16,17,18 argument 3:23 24:8 45:3 60:7 68:2 argumentative 144:4 arrive 133:4 arteaga 36:15 41:7 73:25 74:8,14,22 75:3,11,14,22 76:14 asked 41:19 74:1,2 74:5 75:25 94:20 94:25 100:22,24 100:24 126:11 159:7,8 162:11 164:11 167:18 172:22 189:4 192:2 201:8,14,17 201:22 206:20 asking 11:2 36:1,3 65:2 85:8 158:23 178:17 188:4 asphalt 54:12 asserting 30:22 assess 164:13 assessment 20:21 assist 126:12 assistance 117:3 assistant 16:12 assisted 93:11 associate 75:12 associated 41:21 41:23 63:11,13	170:13 assume 9:8 10:22 25:1 71:9 74:6 83:16 118:9 assumed 3:10 28:6 28:8,13 assuming 174:25 183:18 assumption 9:9 188:18 199:15 astm 188:12 attached 212:11 attachment 41:1 attention 200:5 attorney 2:2,7,13 2:18 3:6 20:17 74:2,3 75:15 98:20,24 99:6,9 131:22 162:20 212:13 attorneys 99:14 100:24 117:23 201:22 attribute 134:10 august 1:10 83:21 authorities 180:3 available 19:14 22:18 84:24 212:6 averages 166:13 aware 69:20 123:20 141:15 142:10 143:3 awhile 158:19
b			
b 2:21 60:24 211:1 211:18 bachelor 167:10 back 4:7 11:18 12:5 13:1,5,6,14 16:14 18:12 27:9 27:10 32:16 36:14			

37:21 39:12 41:14 42:19 43:16 44:18 58:2,8,17 63:8 80:24 86:17 87:20 94:2,5,19 100:1 101:13,16 102:10 103:12 104:11 114:19 118:19 123:4,24 124:3 146:20 166:4,15 171:14 175:25 176:4 178:2 179:24 181:19,19 185:14 187:10 193:25 196:10 205:19 206:5 backage 197:19 backed 18:20 backflow 137:1,10 160:19 background 7:25 194:15,24 195:5 backing 27:3 135:19 136:3 147:25 173:16 backs 17:12 181:13 backwards 136:3 backyard 123:22 ball 36:23 38:12 42:16 62:5 72:3 86:5,7 88:17,25 139:5 140:18 156:8 158:7 161:16 198:1 ballpark 50:2 115:4 ballparks 139:18 balogh 1:15 209:3 209:23	barnes 110:4,12 base 18:1 54:16,18 55:10 62:12 155:7 155:10,12 baseball 49:13,16 based 9:5 10:5 18:3 25:1,14 28:13 29:11,14 36:4 39:25 50:16 65:1 68:9,14,23 70:3 79:12 82:5 83:10,25 91:11,14 95:14 96:11 102:10 104:4 116:2,3 118:24 122:15 123:23 128:25 143:20 144:13 155:1 156:20 170:21 171:12 177:5 186:1 188:19 basement 174:16 basic 158:24 162:19 basically 4:21 12:13 13:14 31:6 31:20 43:1 51:16 57:15 61:7 62:13 75:19 82:14 84:12 87:3 94:13 95:7 101:20 123:22 148:2 161:21,22 200:1 basin 104:5 105:12,16 136:10 195:22 196:2,4,10 196:11 205:17,23 206:12 basins 27:1,4 106:9 135:20 136:7 173:16	basis 8:3,4 21:7,8 25:12,13 26:23 30:21 44:17 45:19 46:2 68:8,23 116:1 183:25 192:3 199:22 bate 14:4 211:8 bates 15:13 35:6 40:19,20,21 60:25 73:7,9,12 80:18 211:11,14,20 bathrooms 49:7 battle 2:9,9 3:4,5 10:13 11:19 12:15 13:12 14:6 15:15 23:16 24:7 35:8 36:1,6 38:3 40:22 45:24 46:16 48:9 48:11 51:4,15 52:7 53:8 55:19 55:24 61:2 66:16 70:10,15 71:2 114:4 131:10 202:17,23 203:5 203:24 204:9 210:6,12 battlelawsc.com 2:12 bay 7:10 8:13,15 11:5 17:5 21:16 21:17 23:2 25:25 26:23 29:20 37:12 38:19,20 39:8 40:25 41:4 43:16 43:20 44:4,12 48:18,25 49:7 53:22 55:13 58:2 58:5,9 59:22 60:14,23,25 61:3 65:8,16 67:1 71:16 76:1,13,20	76:22 77:21 78:9 79:18 80:12 87:11 87:14,15 88:12 89:14 91:1,3 93:4 101:11,12,25 102:20 103:2,4,5,9 103:11,22 104:7 104:12,20,25 105:1,5,5,10,10,16 105:17,18 106:9 115:22 116:3,6 118:21 119:14 134:6 137:9 140:10,11,17,20 141:1,3 147:4,6,8 147:11 148:4,5,6 148:13 151:7,21 151:23 162:6,7 189:10 193:1,8 196:6 203:21,22 204:3 205:20,24 206:13 211:16,19 beach 1:12 4:17,20 4:22,23 7:16 163:10 179:9 203:3 beaches 181:16 beg 199:12 began 11:5 55:13 beginning 12:21 74:9 142:17 159:7 behalf 163:12 belabor 46:1 belaboring 38:5 belief 192:1,3 205:11 believe 11:21 13:20 36:5,15 37:8 38:8,16 46:18 48:20 49:1 49:12,22 52:5,19
--	---	--	--

52:24 55:23 56:2 56:3 57:3 59:17 62:19 63:5 64:5,7 68:16,16 72:8 73:14 74:18,20 81:3 82:6 85:2,3 88:20 89:4 93:8 94:1,25 99:8,13 104:18 105:21 109:16 110:4 113:4 116:22 117:2 119:21 121:24 123:23 124:8,18 126:3 127:14 131:9 135:14 138:8 150:17,20 151:3 151:25 152:11 158:5,10 162:3 163:6,10 164:8 181:9 183:8,14,21 183:22 184:15 187:4 188:13 192:22 193:5,7 199:25 204:10,16 205:14 believer 152:7 bell 58:16,19,20 bend 146:14 bermuda 46:12 best 100:25 128:23 201:18 better 7:4 8:23 166:2 187:6 beyond 67:20 85:21 bids 36:17 big 59:4 69:10 biggest 16:22 biggies 3:19	billing 20:7 74:13 biologist 46:19 birth 113:24 bit 25:16 31:8 36:16 63:9,16 67:14 71:14 86:2 86:3 89:11 96:11 100:13 137:23 138:15 159:4 165:20 168:17 171:21 177:25 189:25 196:1 198:22 blowing 207:2 blvd 2:21 boat 36:24,25 38:9 38:10,17,23 42:17 42:18 48:24 64:13 64:14,17,18 72:1,2 89:25 90:3,21,25 91:8,22 110:5 bogging 44:24 book 69:11 botanist 46:19 bottom 15:24 169:10 178:15 193:9 bought 45:7 boulevard 85:18 95:11 bouncing 65:25 boy 186:18 break 3:12 48:7 70:11,14,20 137:13 158:19 177:6,21 178:4,7 181:18 breakdown 21:2 23:13 27:11,15 breaking 3:23 164:25	breaks 3:20 brick 13:5 123:2,3 123:10,11,12,13 123:25 124:5,12 124:15 127:1 166:24,24 briefly 80:6 bring 48:5 117:24 118:3,11 147:22 194:1 197:11 198:4,9,24 broad 62:16 broke 88:7,14 broken 25:1 33:19 34:15 brought 40:10 41:11,13 bs 4:6 buckley 4:16 build 9:14 18:15 45:8 56:24,25 57:14,15 58:18 145:13 175:12 178:22,24 180:4 183:14 186:15 191:13,15 197:21 buildable 179:22 building 12:10 15:1 21:22 50:17 52:10 64:7,7,8 84:2 86:1 87:20 88:13 101:11,21 101:25 102:4 104:6,11 124:6 161:24 168:2 178:21 191:24 built 7:12 8:11 9:11 10:2 11:9 17:25 28:2,5 29:21 30:25 31:21 31:23 33:3 36:8	38:7,7 42:14 45:7 48:18,24 49:13 50:6,24,25 51:3 52:1,3 53:19,21,24 53:25 54:1,2 57:17,19,22,23 66:22 67:19 68:6 68:10,11 86:18 89:18 103:16 106:17 142:19,20 145:15 155:16 156:14,16 160:11 169:13 172:25 173:5 174:10,24 175:8 177:14 179:10,15,17 208:3 bunch 17:2 42:9 68:25 139:17 158:24 bush 46:15 47:19 47:19 business 132:18 buy 69:8,10
c			
c 169:9 cabana 13:15 cad 93:17 calculations 20:24 43:23 47:9,14,16 69:1 calendar 2:16 call 10:6 22:11 47:21 72:4 162:5 181:21 187:21 called 29:2 30:8 47:18 75:16 134:17 calling 52:2 camera 25:4			

cap 56:21	207:20 210:4	112:14 152:9	chief 12:20
capture 107:9	211:6,9,13,16,22	certainly 145:10	christmas 1:3 2:2
car 36:24 53:18	212:1,5 213:2,24	158:14	14:4 15:13 20:16
69:2 144:7 177:20	214:2,4,12	certificate 84:1	43:4 89:2 110:23
178:15,23 179:3	castlesengineeri...	171:14 209:1	111:5 112:2
180:14 181:3	212:2	210:17	113:13 120:15
care 18:16,19	catch 104:5	certify 209:5,8	121:5,9 123:21
108:5,5,9,17	105:12,16 106:9	cetera 168:5	126:11 128:3
109:18 110:13	135:20 136:7,10	196:24	130:2,12 131:9
132:19 134:15	173:16 195:22	ch2m 4:13	133:20 141:23
144:1	196:2,4,10,11	chair 166:4	142:1 144:18
carolina 1:1 4:8	205:17,23 206:11	change 80:6 96:24	160:1 162:21
5:20,24 130:16,18	causation 124:21	97:12 129:17	170:13 172:22
130:22 209:4,14	125:4 126:18	149:24,25 152:8	174:10,13 176:1
carolinas 212:15	128:2,6 143:17	152:11,17,18,23	180:10 181:9
carry 106:18,20	cause 55:4 128:16	153:4,15,17,21	191:1,3 196:15,25
carrying 106:21	130:2,25 137:1	174:4,5 184:20	204:2,7,8 211:8,11
139:8,10 148:20	143:21 146:1	202:5 213:4,7,10	212:4 213:1 214:1
cars 67:3 148:13	157:14,24 183:23	213:13,16,19	christmas's 12:12
149:5 168:19,21	186:21 209:9	changed 29:3	16:24 32:24 33:16
168:22,22,23	caused 15:10	89:14 97:23	34:14 66:25 79:25
169:5,5 176:5,5	25:24 26:1 53:13	changes 9:13	80:3 83:23 84:19
case 1:5 31:25	68:15 89:8 126:19	27:20 37:16 53:3	88:18 90:14,22
35:23 41:9 52:9	126:22 136:21	60:13,14 152:12	93:3 94:22 95:7
66:21 71:1 80:10	137:3 138:9,13	172:3 212:10	95:15 96:4,9,17
87:23 92:1 93:14	145:19 150:21	214:6	97:25 115:19
93:21,24 95:12	151:12 153:17,23	changing 95:24	116:8 119:24
97:19 98:24 99:2	160:19,22 164:15	206:16	120:9 122:4 131:1
108:8,14 113:16	173:10 181:10	channel 68:3	131:13 132:7
114:25 120:14	189:9 199:5	channeled 105:17	137:2,11 141:17
131:4 146:5	causes 129:2,7	charleston 4:24	141:19,22 143:1
162:19 164:11	142:11 181:23	163:9	151:4 153:17
castles 1:9 3:1,5	causing 11:20 12:6	charlotte 4:12	157:15,25 160:20
4:3,21 14:3,8	23:11,23 94:22	chart 22:17 23:4	160:23 164:13
15:12,16 35:5	153:10 184:11	cheaper 132:20	166:7 170:6 172:7
60:23 117:17	196:25 197:14	check 17:5,7 18:18	194:16,25 195:2,5
127:20 131:17	center 31:11 85:13	134:20 135:11	195:17 204:20
143:17 149:10	87:4 107:24	checked 69:21,22	205:21
157:14 158:17	certain 18:11 36:5	checking 174:1	circled 37:13
166:6 194:9,10	44:17 47:5 53:19	checklist 48:14	cite 52:18
202:24 203:13	54:13 58:24 71:6		

city 1:6 2:13 16:25 19:23 20:19 24:15 26:17 35:6,10 36:10,16,21 37:18 38:6,8 39:7 40:18 41:2,6,7 48:20 49:1 56:11 59:18 59:18 60:25 71:1 72:14,19,25 73:12 73:15,16 75:8 84:1 100:23 119:11,12 127:17 130:20 132:17,21 134:11,18,22,24 150:17 151:6,17 153:3 157:14,23 180:2,8 188:8 203:2 211:14,20 city's 134:10 199:17 civil 4:7 108:10,17 167:10,15,17,21 167:24,25 168:12 cj 169:9 clarify 23:14 71:7 160:17 clarifying 67:9 clause 37:23 clay 17:25 127:9 cleaned 47:19 134:15 clear 32:20 71:8 90:20 94:20 157:21 161:7 173:22 174:11 clearing 34:5 clearly 176:20 197:1 clemson 4:6 167:7 client's 49:3	climate 152:8,11 152:17,23,25 climb 178:2 clippings 45:13,14 close 72:22 177:4 186:2,4 closer 29:2 63:8,17 178:9 182:10 club 7:16 41:12 coast 207:5 coastal 29:2 codes 52:10,14 coefficient 47:10 coffee 70:20 coleman 2:21 collapses 130:9 collect 19:18 106:4 collecting 24:6 26:2 columbia 2:16 4:24 combination 18:25 58:13 come 26:25 27:1 44:15 57:2,6 59:6 64:6 76:8 92:5 103:17 112:2 116:3 119:1 120:18 121:14 140:10,19,21 142:3 161:20 164:14 175:11,12 182:10 188:14 196:11 197:15 198:23 206:23 comes 17:2,4,12 31:18 45:10 57:3 58:17 68:1 80:3 95:6 103:14 118:20 136:24 137:9 151:4	166:15 181:17 188:14 195:18 coming 16:23 18:6 22:16 27:4 44:14 55:9 56:25 58:6 58:23 64:20 67:14 93:3,7 94:18 95:5 106:5 115:19,22 119:10,15,16 120:3,20 121:2 126:24 135:20 136:6 137:6 140:18 149:8 173:14,20 176:6 181:11 184:15 187:11 191:12 195:24 196:7,8,21 196:22 197:17 206:11 comment 94:25 165:19 173:1,5 commercial 168:1 commission 209:24 common 1:1 199:25 commonly 171:19 compacted 33:13 203:16 companies 6:6 company 5:8,9 158:17 compare 28:15,23 29:6 86:17 157:3 171:19 197:6 compared 171:16 compensation 60:2,6,8 complaint 66:7 complete 16:19 115:10 149:12	209:6 214:8 completed 154:20 212:17 compliance 168:3 compressed 125:21 compresses 125:9 computer 16:2 92:22 118:12 159:18,20 conceptual 60:25 61:4 211:19 concerned 71:16 117:4 118:8 165:7 concession 49:6 concise 200:9 concluded 45:12 208:14 concluding 46:2 conclusion 155:6 concrete 13:5 90:17 123:10 180:14 198:23,24 199:1,6 condition 8:7,23 9:20 67:22 143:10 143:18 144:12,20 145:20 146:11,18 conditioning 14:25 conditions 20:23 20:23 60:24 61:4 127:22 156:6 211:17 condo 203:2 conference 75:19 confines 37:12 confused 139:25 177:11 confusing 3:15
--	--	---	---

[conjunction - county]

Page 8

conjunction 160:24	continual 145:9	corner 27:2 38:18	154:1,7,16 155:16
connect 33:16	continue 158:20	77:3 78:2,5 91:3,4	156:25 157:1,5,9
connected 31:19	continues 17:23	95:4,6,16 96:1,2	157:10,11 160:1,2
183:16	67:25	97:5 100:11,17	160:8,13 162:8,9
connection 3:23	continuing 13:25	101:7 102:1,3	162:16 167:7
77:20	continuous 67:21	106:25 119:22,23	170:8 174:2
connects 78:4,7	contour 39:10,11	146:14,22 184:6	175:22 177:10,17
cons 98:16	contract 183:10	184:18 195:23	178:5 179:18
considerable	184:24 192:5	199:2 205:8,18	181:23 183:3,19
169:23	contracted 183:20	correct 10:18,19	184:12 187:2
consistent 33:22	183:22 184:21	13:16 22:23 24:11	190:4,5,10,11
consolidate 54:7	198:4	25:10 26:13 27:14	191:22 192:11
89:8	contracting 1:6	33:17 34:4,8 41:6	193:14,22,23
consolidates 125:9	2:19 158:18	41:8 43:2 44:3,7	194:2,3,17,19
consolidating	contractor 183:5	50:9 56:7 66:3	195:2,3,6,7,9,10
125:6,8	206:17	75:7 76:15 77:6,7	198:10,20 200:8,8
constant 28:2 31:1	contractors 142:6	77:9,10,12,13	200:12 204:5,23
174:6	contracts 5:13	79:11,15,16,21	204:25 205:8
constructed 91:21	contradict 172:20	83:2 85:3 88:3,22	206:25 207:1,6,17
105:23 107:13	contribute 51:25	90:8,15 91:22,23	214:8
177:8 186:4	89:2 90:13,21	92:7 93:25 94:1	correcting 111:23
construction 8:8	contributed 55:8	99:2,3 101:22,23	corrections 214:6
8:19 12:20 25:25	55:11 69:19 88:18	102:16,17 103:2	correctly 160:21
51:10,14 54:6	89:4,5,7 137:4	104:17 105:20,25	corvette 168:24
55:5 69:18,25	contributing	106:10,13 107:3	cost 14:11 57:5
90:21 143:11	48:21 49:2,9,16,23	107:17 110:13,21	132:15,19 133:13
144:8 203:18	50:7 70:1 79:24	111:10,22 113:9	costs 57:5 132:16
consulted 93:20	195:17	120:12 121:12	counsel 1:14 2:1
contact 75:2	controlled 134:14	125:11,22 126:2,6	209:9 212:14
contacted 162:22	conversations	128:1 129:4,9,23	count 42:5 49:12
contain 56:22	113:13	130:3 131:2,6	64:19
contend 54:19	convert 29:9,13	132:22 133:7,8,20	counted 54:14
79:24 126:22	83:12	133:25 134:2,3,7	country 184:14
138:13 157:13,23	conway 2:11	135:8 136:18	county 1:2,6,14
contending 133:19	cool 169:12,12	137:11 138:10,11	2:8 3:6 20:19
151:6	coordinates 30:15	141:1,9 143:11	35:11 36:11,17,21
contention 94:21	copies 74:2,3	144:2,25 145:11	37:15,19 38:7,10
123:20	112:8,9 212:14	145:21 146:3,18	40:10 41:10,11
contentions 36:8	copy 73:9 74:6,7	146:25 147:9	51:2 59:19 66:8
	117:6,9	150:1 151:18	72:15 83:14
		152:18,19 153:25	130:21 132:17,22

188:8 209:13 212:4 213:1 214:1 county's 12:20 68:5 199:18 couple 4:24 5:4,13 12:14 19:13 63:25 74:5 112:20 120:3 162:13 170:2 203:13,17 207:5 course 63:4 132:21 court 1:1 2:16 7:13 50:17 103:13 103:14,18,19 104:5 183:6 189:7 190:13 192:12,14 193:6,7 197:5 209:3 courts 9:2 21:20 21:21 31:15 36:23 38:11,16 42:14,15 50:4,6,8,12,15 51:3,6,7 61:12 64:5 65:25 66:1 66:13 68:2 72:6 85:21 89:16 101:9 101:10 102:3,12 102:15,20,22 103:1,9,16,25 104:8,10,16,23 106:6,8,11,12 109:15,20 120:2 161:21,22,23 182:2,20 183:3,14 184:10 192:7,10 192:16 193:17 195:8,14,16,19 196:7,9,14,22 197:1,4,7,11,12,19 197:21	cover 65:20,21 covered 24:18 119:25 covid 75:2 cp 1:5 crack 199:2 cracked 124:8 180:15 cracks 24:24 34:25 create 18:9 82:12 87:6 creating 107:5 185:10 crew 31:10 cristaldi 2:20 critical 109:13 criticism 106:2 110:20 criticisms 105:22 106:24 185:20 cross 7:6 121:20 122:2 cs 212:15 curb 38:20 91:2 105:10,11,15 147:16 168:4 curbs 147:25 current 183:2 currently 5:25 180:11 curve 58:16,19,20 58:20 cut 26:7 cutting 181:2 cycles 59:14 d d 210:1 dam 67:14 68:7 damage 14:3,23 15:9 25:5 53:11	55:8 60:8 67:18 124:5 143:22 150:23 164:14,17 174:12,15,21 211:6 damaged 53:13 55:7 60:5 140:23 147:20,21 damages 128:6,12 131:8,14,19 133:20,21 164:21 damaging 14:15 data 19:17,19,20 19:21,24 22:25 23:5 83:4 171:18 date 1:10 11:4 21:23 22:1,7 73:19 74:10,14 81:4,12 94:3 113:24 122:21 123:5 152:4,5,25 213:24 214:12 dated 15:12 194:10 211:10,22 dates 42:12 69:22 72:7 74:22 94:2 116:12,14 datum 28:3,7,18 28:19,20,24 29:3,3 29:5,10,11,13,14 29:19,22 30:8,18 39:15,15,16,18 82:6,6,7,9,17,23 82:24 83:7,11,11 83:12 171:8,8,9,13 datums 28:4,22 29:7 83:14 davis 2:14 day 71:19 94:11 116:16 121:19,19 121:23,25 122:1,7	136:23,23 160:7 160:12,13 161:11 209:12 214:15 days 6:7 121:18 168:20 207:5 212:17 deal 20:21 203:14 debated 205:9 debordieu 4:19 decided 4:20 5:8 5:11 82:12 98:12 decision 57:6 69:4 98:14,17 decisions 57:2 declare 214:4 decrepit 168:19 deemed 214:6 deep 120:4 166:15 169:22 deeper 56:14,14 56:16 146:20 defendant 1:14 2:7,13,18 defendant's 35:9 defendants 1:7 53:13 163:13,16 163:23 defense 6:3 defensive 6:6 defer 188:23 deficient 51:13 define 161:6,8,11 189:13,20 defined 129:20 204:3 defining 162:2 definitely 70:13 definition 130:7 130:13 175:17 definitive 100:23 152:4,5
--	---	---	---

[definitively - ditch]

Page 10

definitively 137:3 141:18	109:19 110:3 168:4	129:24 130:15 160:14 180:2 185:4 187:22 199:3	disclosure 14:3 211:7
degree 138:10 152:13 167:7,9,23	designed 7:12 19:2 105:23 106:17 108:3 174:24	differently 34:19 184:23 189:25	disconnected 33:20 34:15
delighted 132:24	designing 179:6	difficulties 71:5	discovery 6:15 7:22 22:22
delivering 42:8	destroys 155:14	dig 56:13	discuss 98:19 126:16 203:16
demonstrates 152:24	determination 94:10	digging 58:12,13	discussed 78:8 106:10,15 132:16 144:22 196:19 206:8
denote 61:18	determine 39:21 91:20 92:21 98:15 98:24 107:11,21 115:18 125:11 126:2 128:15 166:19 183:1	diligently 5:17	discussing 16:23 104:13 110:9 112:11 129:14 176:5 202:8 203:14
department 84:2	determined 86:20 87:23 95:3 156:12	dimensions 129:23 129:24	discussion 75:22 131:22 134:13 177:12
depend 108:19 114:12	determining 154:6	direction 21:18 33:5 76:11,12 91:17 97:22 103:14,15,20 127:1 191:12,14	discussions 20:15 20:17
depending 18:7 23:9 29:4 131:23 175:15	developed 13:13 70:6 71:18	direct 206:18	displace 68:3
depends 32:12 56:23 92:4 143:8 145:12 151:22	developing 40:9 91:25 131:14,18	directing 51:20 190:25 191:2	displaced 70:1
depo 70:17	development 4:18 13:1 37:23	direction 21:18 33:5 76:11,12 91:17 97:22 103:14,15,20 127:1 191:12,14	displacing 66:1
deponent 212:13 214:3	developments 69:17	directly 50:21 64:22 83:6 103:1 104:12 196:3	disposal 22:6
deposing 212:13	diagramed 178:18	dirt 33:12,15 40:11 41:11,13,24 42:1,8,9 50:2 53:17,22 54:12 61:8,19 62:6,9,19 63:1,3,6,20 65:3 65:10,18 89:6 139:8 148:20 175:18,20,20 181:6,8,13,22 183:5 197:11,20 198:4,9 199:7 203:19	disrespectful 117:16
deposition 1:9 3:7 3:14 8:2 19:4 48:15 71:4 72:13 109:8 115:14,15 115:16 159:7 163:18 164:1,2 208:14	differ 92:9	disadvantages 77:23	distance 176:22 192:16
depositions 71:15 201:3	differed 51:14	disagree 152:6 207:12	distances 70:7
depth 32:1 43:10 167:5	difference 12:3 39:16 47:14 83:14 144:6 153:13 155:13 167:20 174:9		distinguish 66:23 66:24
describe 77:25 100:19	differences 35:1		distinguishing 66:17
described 78:11 78:12 84:6 90:4	different 28:24 29:6,7 34:8,25 46:9 53:25 59:14 89:19 92:22 109:12 115:5 116:7 129:19,23		distracted 34:10
design 4:15 6:22 6:24 7:9 18:3 51:9 51:13,14 89:24 93:18 106:24			distracting 159:13
			distributed 114:20
			disturbance 45:15
			ditch 16:25 17:9 17:12 67:15 80:4

[ditch - early]

Page 11

103:4 104:8 105:2 119:11,12,12,15 119:22 181:12 183:16 184:14,15 191:7,9,20,21,25 192:2,10,13 196:7 ditches 17:13 31:4 31:8,8 49:21 50:22,22,24,25 67:15 73:2 87:5 103:17 105:2,7,9 106:21 181:13 192:7,9 ditching 183:15 divided 10:17 division 4:18 document 35:11 73:8 114:24 188:5 188:9 documentation 187:19 documents 36:12 71:25 73:11 135:5 208:6 doe 1:6 doing 5:14 23:14 35:18 42:17 68:19 77:23 81:8 86:15 92:16,18 94:13 98:10 109:7 126:8 150:14 151:20,22 184:1,3 192:6 206:22 dollars 131:17 132:1 133:18,18 dolomite 127:10 door 21:15 160:1,3 dot 11:24 20:19 53:7 57:18 77:8 77:11 78:14,19 79:7,10 132:24	133:1 142:25 156:22 dot's 56:6 79:3 199:18 dotted 87:8 downhill 204:2,4,8 206:21 downstairs 174:15 downstream 12:11 51:25 66:15 189:14,18,19,20 189:22,23 190:4,9 draft 16:11 drafting 117:4 draftsmen 5:4 drag 176:8 drain 18:10 25:4 27:12 51:24 104:3 193:20 drainage 17:2 23:11 24:21,25 26:15,17 38:21 41:3 43:11 52:2 56:8,10 57:21 59:17 66:14 72:18 72:25 73:2,4,15 75:23 77:14,14 79:23 80:2 91:2 101:18 102:9,12 102:19 104:11,15 105:8,23 106:17 107:13 108:8,9,15 109:11,19 110:2 110:16 134:5,10 134:17,20,21 168:3,4,8,10 192:25 204:22 205:2 drained 104:24 107:7	draining 50:21,23 191:8 drains 19:22 38:17 38:18,19 88:11 100:10 104:4,19 draw 102:8 drawing 39:14 drawings 9:17 11:24 86:18 182:23 205:10 208:5 drew 185:6 dried 46:25 47:3,4 47:4 156:3 dries 155:20 drivable 179:25 drive 26:3 27:2 31:17,18 44:5,16 64:15 77:11 79:15 79:19 80:5,23 84:8 85:20 93:4,7 102:3 103:20 104:6,21 113:8 119:13 138:14,17 139:8,10,16,18,21 140:5,8 141:9,12 141:16,19 142:4,5 144:23 146:22 148:17 149:1,7,9 158:5,6 162:6 169:19,23 180:11 180:12,24 184:16 184:19 197:15 200:21 208:3 drives 169:6,7 driveway 34:14 119:21 164:25 165:1 176:7 177:7 199:1 driveways 32:17 33:16 140:20,22	147:18,25 driving 55:6 147:24 drop 89:9 180:16 dropped 30:22 drove 141:16 143:8 169:5 200:2 200:3 drugs 159:12 dry 55:10 155:21 due 69:2 71:4 152:17 dug 57:9 132:3 duly 3:2 dumb 61:15 dump 139:9 187:16 dumped 53:22 61:20 dunes 7:16 163:7 duty 184:20
e			
e 15:21 36:14 37:14 40:14,24 69:14 85:6 192:4 210:1 211:1 213:3 213:3,3 earlier 6:7 84:6 88:16 90:13 93:17 94:20 97:1 105:21 110:22 111:10,16 120:22 131:10 134:4 138:7,18 146:16 151:2 170:12 173:6,18 178:12 186:19 189:8 197:13 206:8 208:1 early 38:25 39:24 110:24			

earthquake 129:12 130:5	141:11 145:23	ends 77:15 204:19	especially 196:9
easier 149:9	165:9 171:8,9	engineer 36:16	essentially 13:23
easiest 61:5	192:4 193:1	41:7 108:10,17	44:7 63:3
140:12	205:19	109:10,19 110:19	establish 28:11,22
easily 148:13	elevate 175:22	125:14,18 126:9	36:10
east 8:13,15 11:5	176:18	126:12 128:7,18	established 28:20
21:16,17 25:25	elevated 59:10,15	128:23 168:13	29:23 32:19
37:12 38:19,20	61:10 89:17,17,18	187:7,24	162:14
39:8 40:25 41:4	89:22 90:2 176:2	engineer's 3:14	estimate 47:6
43:16 48:18,25	elevating 89:24	engineering 4:7,22	131:12 133:4
49:7 53:22 55:13	elevation 19:12	5:10,14 7:17	estimates 27:21
60:14,23,24 61:3	28:2,6,9,11,13	15:17 52:14,16	estimation 122:14
65:8,16,16 71:16	29:2,12,19 31:1	98:25 107:18	estimator 132:14
76:19,22 79:18	35:1 39:8,9 56:17	108:5 167:10,12	133:6,8
80:12 87:10,14,15	82:15 83:10,15,22	167:15,18,21,21	et 168:5 196:24
89:14 91:1,3	83:25 84:3 86:18	167:23,24,25	212:4 213:1 214:1
101:8,11,12 103:4	96:18 122:10	183:1 188:19	evans 2:4 10:10
103:5,11 104:1,20	135:12 142:16	engineers 69:8	11:14 12:8 13:9
104:25 105:1,2,4,5	145:3 154:1	93:20 110:15	23:15,25 35:24
105:10,10,16,17	156:13 170:20,23	engines 168:19	37:24 40:19 45:21
106:9 116:6	171:2,4 175:2,4	169:22	46:6 48:10 51:1
140:10,11,20	176:12,19 177:9	entered 36:21	51:11 52:4 53:5
141:1,3 147:4,6,8	177:15 178:21,24	entire 51:5 79:17	55:16,22 66:9
147:11 148:4,5,6	179:1,4,16,20	79:19 84:18 88:6	70:12 82:10 85:7
148:13 151:21,22	182:20	88:8 146:17	86:21 97:14,20
162:6,7 203:21,22	elevations 29:8	entity 53:4	98:6,18 99:21
204:3 211:16,18	32:15 39:17 68:9	entrance 21:21	100:9 106:1
edge 17:14 19:12	84:2,13,14 87:3,7	86:1,2 176:23	108:24 109:3
44:2 87:4 103:13	87:10 97:4 142:18	entry 196:18	128:8,19 133:11
123:2,3,7 138:15	162:15 167:3	environmental	143:12 144:3
180:15	171:12,16 203:22	4:14	145:1 146:4
edges 31:12	208:2	equate 59:9 82:14	149:13,20 150:19
edging 26:22	else's 52:24 70:16	82:16	151:8,19 154:8,17
education 4:5	187:9,11 199:18	equipment 45:23	154:25 155:18
effectively 157:24	enacted 82:23	45:25 46:3,4	157:6 165:12,21
efficiently 59:6	encircle 80:1	eroded 181:7	165:23 166:2
eight 45:9 179:2	encircles 79:20	erosion 181:10,23	172:15 173:12
either 46:19 58:22	80:4	errata 212:11,13	181:24 189:1
80:3 82:6 93:4,5	encountered 128:4	212:17	198:15 199:9
111:23 119:6	ended 5:4 49:21	errors 16:16	200:13 202:20
	74:7 204:14		203:9,12 204:1,21

205:1,6 207:13,19 210:14 event 18:21 27:13 39:4,6 40:4 56:20 121:8 136:21 165:10 196:9 events 10:23,24 12:7 18:18 27:17 92:23 116:7 156:3 189:12 209:10 everybody 48:9 62:21 114:20 122:25 137:19 152:22 evidence 129:15 144:20 154:12 evolution 181:21 exacerbate 185:12 exacerbated 160:25 exact 22:1 74:10 177:2 197:22 exactly 25:5 33:10 35:25 36:1 40:1 49:8,25 61:9 72:11 78:16 111:2 123:5 135:1 186:7 201:4 examination 3:3 70:23 158:15 202:16 203:11 207:24 210:5,7,9 210:11,13,15 example 14:22 36:19 54:9 59:16 159:11 164:23 177:24 190:6,25 examples 187:23 excuse 48:2 197:25 202:8	exhibit 14:3 15:12 15:16 35:4,5,9 40:17,17 60:23,24 61:3 194:10,19,21 211:6,9,13,16,18 211:22 exhibits 8:1 42:10 existed 8:22 53:23 existing 39:9 40:2 60:24 61:4 64:7 81:17 211:17 expansion 58:25 expect 198:25 206:17 expected 108:10 109:18 expecting 118:7 201:6 experience 50:16 125:13 170:5 experienced 110:23 130:12,17 expert 5:12,14 6:2 6:11,17,22,25 7:9 7:20 99:17,20 115:5 124:14 163:11 164:15 expertise 93:19 128:7,17 129:1 expires 209:24 explain 7:3 76:5 82:8 109:17 125:7 195:20 explained 29:15 explaining 55:3 66:20 69:2 explanation 195:16 explored 19:1 exposure 145:9,19 145:25	extent 47:2,5 89:19 152:9 extents 89:20 exterior 164:18,19 extremely 20:13 117:18 eyeball 26:16 eyewitness 9:24 f f 2:15 facilities 35:22 37:7,11 38:14 49:9,11 facility 41:3 56:19 107:17,21 109:22 facing 139:18 162:1 fact 9:4 12:24 145:18 147:2 178:19 206:23 207:4 factor 23:24 24:2 43:22 152:20 factors 98:13 206:23 fail 54:15 155:8,9 156:5 failed 54:18 108:4 146:6 156:10 158:1 fails 212:19 fair 71:10,11 167:6 170:19 173:9 179:14,14 179:21 186:12,12 200:22 201:1 fairly 169:22 191:7 fall 128:6 falling 129:21	familiar 78:18 80:25 120:6 127:16 fan 3:21 far 6:2,25 20:9 71:16 84:21 85:18 85:20,23 87:10 90:9 98:25 101:19 105:13 112:1 117:4 118:7 122:4 122:6 124:19 128:6 182:3,11 185:2 192:18 199:20 farther 165:24 fast 34:2 35:13 faster 6:14 36:19 fastest 25:8 fault 176:25 feasible 18:14 federal 23:1 30:12 30:13 fee 20:8 feel 48:14 202:4 feet 29:20 30:23 39:10 50:9 61:12 61:18 82:4 84:12 85:17,19 86:12 87:13 96:21,22,22 138:19,20,20,22 139:23,23 148:18 170:2 175:5 176:9 176:14 177:1 178:8,9 179:2 182:4,6 197:21 felt 93:2 ferry 67:2 field 49:14,16 62:8 62:8,21,23 88:25 90:8
---	--	---	--

[fields - follow]

Page 14

fields 36:23 38:12 42:16 62:5 72:3 86:5,7 88:17,25 139:5 140:18 156:9 158:7 161:17 198:1 figure 167:20 170:5 176:22 177:6,19 178:7 figured 170:4 file 15:22 80:10 85:4 94:9 112:18 117:10 118:7,10 118:11,12 139:12 152:16 filed 74:11 93:24 94:12 116:21,23 117:1 files 115:5,8,11 159:21 fill 17:22 40:13 41:13 62:10,19 63:1 66:2 158:7 filled 17:10 33:3,5 45:13 62:2 65:10 65:12 97:2 100:15 filling 48:1 50:2,2 89:23 159:23 185:9 204:15,17 final 149:12,19 finally 120:1 find 3:18 7:3 114:24 182:12 fine 3:16 7:2 8:10 16:5 22:6,24 36:7 38:4 41:17 48:10 60:10 67:11 85:1 138:2 174:7 177:4 finish 4:10 finished 4:6 83:24 170:23 176:14,15	176:16 finishes 174:13 fire 169:22 firm 2:3,9 5:3 7:17 99:7 first 3:2,7 4:11 10:2 11:12 58:10 78:12 87:13 92:20 94:3 97:6 107:9 117:22 159:3,5 162:22 199:24 201:11 five 4:14 23:8 45:9 59:24 60:4 87:3 96:21 148:3 169:10 194:22 197:8 fives 82:2 fix 17:18 132:24 133:22,23 168:19 fixed 16:21 17:6,9 133:14 fixes 18:25 19:4 27:20 57:8 fixing 92:5 150:22 flags 114:17 flap 18:19 24:17 26:14,22 27:6 76:2,4,5,6 93:5 119:16 134:15 135:24,25 158:1 173:15,23,24 193:18 206:7,10 flapper 193:12,24 flat 31:5,6 87:19 156:16 182:24 184:11,14 191:7 flatlands 191:4 flecther 2:4 float 190:8	floater 190:7,8 flood 10:20 12:7 20:23 21:9 24:3 40:12 49:19 50:14 50:21 60:1 67:25 83:16,20 171:11 171:14 174:19 175:5,8 176:3,19 178:24 179:1,4,20 184:2,3 196:25 flooded 10:9 11:12 12:17 21:14 39:1 39:25 50:19 88:6 97:5,6 137:11 165:8,11 flooding 6:12,18 9:9 10:7 11:2,8,10 11:17,20,21 12:11 12:22 13:3,7,18,21 14:15,23 15:10 17:16 20:22 23:12 23:22,23 24:4 40:7 48:21 49:2 49:10,17,23 50:15 50:17 58:5,6 60:6 60:9,17 66:18,18 66:21 67:17,18,21 70:2 79:24 88:18 89:2,5 90:14 94:21,23 110:23 111:3,4,6,18 112:1 113:4 115:22 116:7,25 121:3,8 123:15,21 137:2,4 138:16 150:18 151:3,5,7,10,18 153:17,23 157:14 157:24 160:19,23 164:16 172:14,24 173:2,3,3,4,7,10 173:17,18,20	174:14,25 184:12 189:9 195:17 floodplain 178:14 floods 17:13 66:23 113:5 115:19 floor 83:24 170:23 176:14,15,16 178:25 flooring 161:3 florida 130:15 flow 18:10,12 38:15 65:23 69:19 76:9,10 91:17,21 95:2 106:8 107:10 110:9 137:5,6 145:4,6 186:22 187:15 191:13,16 206:1,21 207:7 flowed 87:24 88:9 88:9,12 91:7 196:1 flowing 90:22 92:21 107:12 136:3 184:10 187:14 189:25 190:3 191:14,15 195:1,6,13,14 204:20 flows 88:2 100:21 106:13,14 189:22 190:18 focus 89:12 167:15 167:19,24,25 focused 66:13 foia 72:14,14,15 73:6 80:12,18 81:6 100:24 208:7 foias 20:19 follow 22:4 41:18 207:23
--	---	--	---

[follows - gis]

Page 15

follows 3:2 folly 163:10 foot 12:3,3 21:6,8 22:7 25:3 31:2,25 32:1 120:4,4 153:22,22 155:24 166:14,15 170:6 171:25 172:2 178:21,25 179:19 football 62:8,21,22 88:25 90:8 foregoing 209:5 214:5 forget 47:8 forgetting 3:18 form 10:10 11:14 12:8 13:9 23:15 23:25 35:24 37:24 37:25 45:21 46:6 51:1,11 52:4 53:5 55:16,22 66:9 82:10 93:18 97:14 97:20 98:6,18 99:2,3 100:9 106:1 108:24 109:3 128:8,19 133:11 143:12 144:3 145:1 146:4 149:13,20 150:19 151:8,19 154:8,17 154:25 155:18 157:6 165:12 172:15 173:12 180:5 181:24 189:1 192:24 198:15 199:9 200:13 203:24 204:9,24 205:4 207:11,18 formed 109:6 134:14	forming 93:21 forth 36:14 forward 57:7 159:1 found 31:12 84:3 95:22 152:14 fountain 124:3 four 21:6,8,18 29:20 30:22 81:23 81:25,25 83:8,9 84:3 121:24 153:9 153:9,13 163:23 169:6,7 frank 173:23 freezing 203:4 frequently 82:24 171:16 frisbee 60:19 63:4 63:15,17 104:16 104:17 106:13 161:20 front 10:17 17:1,3 17:16 19:23 21:17 26:2 27:3 31:14 38:18,19,20,22 43:15 53:3 54:1 56:8 57:24 59:18 59:21 67:8 72:22 77:1,6,8,16,17,18 78:4,6,6,11 79:4 80:15 81:2 83:6 84:8,16,22 85:13 85:19 86:8,9,10 88:6,9,15 91:3,4 95:4,10,16 96:1,3 100:11,17,21 101:4,15,15,21 102:1 103:6 104:9 105:3,5,6,17,18,19 107:1 116:12 118:2 119:13,23	120:9 121:4 123:13 124:2,6,6 124:25 134:5 135:8 138:15,19 138:20 139:21,22 139:23,24 140:2,5 140:9 141:9,10,13 141:16,19,21 143:1 146:22 159:17 162:4 171:24 173:17 180:12 181:12 184:6,12,18 192:17 193:10 195:1,23 196:1,5 205:8,18 208:2 froze 202:20 frozen 114:4 fulfill 5:13 full 4:1 5:12 24:22 50:23 205:15 fully 62:15 function 59:5 functioning 102:6 135:14,18,21 furnished 142:7 further 44:11,11 44:12,12 56:5 85:15 86:2 98:11 158:12 174:21 208:10 209:8 g gabc 18:1 gain 147:7 gaps 159:24 garage 83:24 170:24 174:16 176:1,8,9,15,16,23 177:20 178:9,13 179:3 180:13	garages 179:12 garden 203:2 gathering 18:22 gears 206:16 general 11:8 52:9 96:5 110:23 128:2 132:16 168:9 199:4 generally 27:22 geographic 61:6 geological 28:21 82:12 georgetown 1:2,6 1:6,14 2:8,13 3:6 23:4 24:16 30:11 36:20,22 40:10 41:2 56:12 66:8 71:1 72:15 83:14 127:8,12,17 129:16 130:16,17 130:21 157:23 172:13 179:9 180:2 212:4 213:1 214:1 geotech 19:8,21 geotechnical 17:21 17:24 19:20 125:14,15,18 126:4,9,12 127:23 128:7,17,23 getting 12:5 27:5,6 47:20 48:15 55:10 67:15,15,16 74:7 76:10 93:3 125:6 148:23 176:1 181:12 184:7,13 184:15,16,17 196:18,18 203:19 206:3 gis 73:1 101:1
--	--	--	--

[gist - guess]

Page 16

gist 35:21	101:13,14 102:4	201:21 202:12	85:14,16,17,20
give 4:5 30:15	102:10 103:4,5,6	203:6,14	91:4 93:4,7 95:5
40:16 84:25 85:23	104:7,8,12 105:3,4	google 61:7 161:7	95:10,16 96:1,3
94:7 112:9 115:4	105:5,16 137:8	162:1 182:17	100:11,17,21
115:23 116:17,19	161:23 170:25	gotten 3:13 5:17	101:7,8,9 102:1
127:25 157:12	175:17 191:21	67:20 156:2	105:3,6 107:1
159:10,14 164:1	193:6,8 196:3,5	174:19	113:7 119:13,14
167:22 198:2	206:5 207:16	government 23:1	119:23 138:14,17
given 14:21 33:20	going 9:19 21:15	gps 30:5,17,17,19	139:4,8,10,16,18
70:7 73:21,22	21:16 22:6 27:8,9	grade 25:17 50:9	139:20 140:5,8,14
80:11 156:22	27:10,21 31:3	192:6	140:19 141:9,12
164:1 201:8,15	32:6 36:3 41:19	graduate 4:8	141:16 142:4,5
202:4 214:9	42:8 48:6,13,19	grand 5:1 6:21	144:23 146:22,23
gives 60:16 131:12	52:23 56:18,21,21	graph 171:22,24	147:22 148:17,21
giving 154:22	57:1,14,25 59:3,5	grass 25:14,16,18	149:1,3 155:15
186:19	61:11 66:12,21	40:8 44:22,24	158:4,6 160:4
go 8:2 14:21 16:25	68:19 71:12,15	45:5,13,14 46:9,10	162:6 172:10
24:10 26:6 28:7	75:18 76:11 77:2	46:13,14,17,20,24	180:20 183:17
30:14 33:12 34:11	85:16,17 86:3	47:7,10,15 48:1,4	184:7,16,19
35:3,14 36:20	89:10 90:25 94:19	58:15 181:2	191:21 192:11,25
39:12,17 42:19	100:1 103:12,16	grassy 44:3,7	193:2,21 194:1,4
44:9 51:24 54:14	118:19 127:1	grate 25:16 26:12	195:24 197:15
54:17,20 58:16,17	130:20 132:19	gravity 206:21	205:8,18 208:2
59:1,2 63:8,8 64:7	133:13 137:15	207:14	grissom 184:7
73:24 76:7 84:21	145:22 147:8,11	green 1:6 2:19	ground 11:18
92:18 94:2,5	157:17 158:18,24	158:18 183:8,10	25:14,15 26:12
98:13 103:15,20	159:4,5,25 162:12	183:19 184:21,24	30:19 31:23 44:8
104:25 106:9,21	167:4 168:16	185:8,21,24	44:9 48:5 71:14
114:14 123:4	171:25 175:21	186:14 191:24	81:17 83:11 123:1
130:22 144:13	178:9 182:12	192:17 197:11,25	129:9,21 130:9
147:3,19 175:25	183:23 184:14	198:3,13 200:19	175:9 182:24
176:4 179:24	185:11 187:9	200:24 206:17	204:6,11,11,13
182:14 185:11,14	189:5,6 190:8	greenwich 11:25	groundwater
186:6,7 187:25	192:23 195:18	21:16,19 26:3	19:11,19 39:21
188:10 190:22	201:2 203:16	27:2,2 31:17,18	47:23 56:17 57:13
192:2,9,13,25	golf 7:16 63:4	43:15 44:5,16	92:12
199:20 205:16	104:17	53:3 56:9 57:14	group 12:2
206:5,10	good 3:10 20:21	57:16,23 58:18	guess 8:23 9:23
goes 38:22 43:15	48:9 52:16 107:18	64:15,22 77:11,20	28:21 32:19 35:17
51:16 76:12 78:8	114:1 117:18	78:3,4,8 79:14,19	36:2 44:23 47:25
78:9 86:6 101:6	176:20 185:15	80:5,15 84:8,16,21	51:8 64:19 67:7

68:22 90:5 100:25 104:16 131:11 170:9 171:25 185:7 189:21 204:12 guessing 182:7 guides 196:3 gulf 207:5 gutter 91:2 105:10 105:11,15 147:17 168:5 guy 199:7,7	happening 11:16 11:17 16:22 66:18 happens 3:16 54:8 54:19 67:11 125:23 201:4 hard 44:23 100:22 106:4 107:25 109:23 157:17 192:22 haul 199:13 hauling 53:21 197:20 199:7 head 71:25 72:8 132:10 hear 71:5 85:9 159:6,8 160:20 170:22 207:7,10 heard 160:18 161:2 168:25 169:2 199:4 200:6 hearing 157:17 heavy 25:19 45:23 45:25 46:3,4 59:22 155:8 197:23 height 183:1 197:22 helicopters 157:17 hell 171:10 help 18:5 28:3 43:24 54:8 helped 54:7 56:5 197:24 helping 197:13 helps 7:3 hereto 214:7 hereunto 209:11 hesitate 3:13 32:7 hey 75:17 137:25 165:21 200:4	heyday 5:5 high 9:11 17:15 18:12,21 20:13,13 21:2,4,6 22:9 23:7 31:13,16 44:8,9 50:13 54:20 56:24 57:14 68:4 119:19 121:14,17,20,22 122:2,7 123:5 136:17,18,19 144:24 145:9,19 145:25 155:16 160:7,13 165:14 171:25 174:4,5 175:10,11 179:13 190:18 191:15,16 204:6,11,11,13 206:11 higher 10:23 18:18 19:9 21:7 44:13 45:10 67:25 96:18,20 155:25 171:21 172:2 174:5 175:14 178:23 191:2 206:12 highest 87:15,19 highlighters 114:17 highmarket 77:3 146:14 147:22 hill 4:13 hire 198:23 hired 162:19,20 183:12 198:14 historic 111:25 historically 172:4 history 127:12 172:14,24,24 174:25	hit 22:15 207:4 hits 101:14 hobby 168:15 hog 46:15 hogged 47:19 hogging 47:19 hold 18:10 97:4 157:16 home 62:12 75:1 79:25 123:13,16 123:22 124:16 126:24 202:25 homes 59:25 60:5 honestly 27:19 168:11 194:7 hop 19:6 hopefully 70:17 118:18 158:25 horizontally 176:22 horry 209:13 hotels 6:20,20 179:12 hour 48:6 149:6 hours 74:5 house 8:11 9:14,16 9:20,24 10:2 11:17 14:12,15,18 14:19,20,23 15:9 20:22 21:14,15,15 23:23 33:6 34:20 34:23,23 44:6 45:7,7,8 67:19 84:4 96:22 110:24 111:3 113:9 119:20 120:6,7,9 120:11 122:6 123:8 124:2,3,7,10 124:13,20,23,25 128:5,15 141:17 141:19,22 143:1
h			
h 211:1 213:3 half 12:3 30:23 32:1 41:4 81:25 101:4 103:11 104:21 120:4 153:23 155:25 176:13,14 191:11 halfway 101:13,17 103:12 122:9 hall 59:18 hand 3:8 59:1,1,2 59:2 69:8 190:2 209:11 handed 42:25 handle 18:22 50:12 59:4 handwritten 112:21 hanging 168:20 haphazardly 34:4 happen 50:18 100:13 135:22 happened 5:5 11:6 11:8,11 52:25 66:19 69:18 100:14 136:19 173:9 201:4			

[house - island]

Page 18

164:13,24 165:1,6 170:25 171:1 174:10,13,17,18 174:20,22,24 175:2,4,8 176:12 177:2,14 178:23 178:25 179:2,6,8 179:15,17 194:16 194:25 195:5 196:15 198:24 202:19,22 203:1,2 houses 12:13 21:18 32:17 70:4 101:8,15 147:16 147:25 148:2,3 193:2 housing 140:16 howard 101:3,4,5 hump 176:6,7 hundred 64:21 hundreds 40:10 42:1,3 61:19 65:3 hunt 41:7 hurricane 207:4 hydraulic 65:23 hydraulics 4:9 58:4 hydro 47:22 hydrologist 92:7 92:10,11,13	immediate 120:11 imp 168:25 169:3 impact 9:2 13:3,18 21:3 32:25 33:2 38:14 47:10 impacted 13:20 impervious 51:23 107:5 implementation 41:2 important 197:10 improved 72:1 140:21,22 147:18 improvement 162:16 improvements 12:10 37:11,16,19 41:1,4 55:13 59:17 66:12 71:20 71:22 75:23 80:12 81:8,14,15,17 87:17,24 89:15 95:20 96:23 97:11 97:23 98:5 100:5 105:24 108:4,15 110:3,4,17 142:13 142:16 143:19 151:25 154:15 157:4 improving 43:24 inactive 6:1 inboard 193:21 inbox 69:13 inch 153:2,10,13 153:15,16,21 180:16 inches 25:9,17,18 25:24 26:10 29:4 29:4 31:1,3 83:13 120:4 153:2,6,7,9 166:7	include 96:8 161:20 included 188:7 including 20:4 32:15 39:1 179:12 206:24 inconsistent 34:3 incorporated 4:21 increase 52:23 173:10 186:21 increased 11:10 12:11 independent 99:17 index 2:25 indicate 134:23 indicated 102:25 105:21 139:4 indicates 159:17 indication 129:10 individual 200:1 industry 4:12 52:19,21 186:20 187:2,5 inevitably 36:7 inexact 62:16 influence 159:11 information 20:18 53:16 71:17 75:15 75:16,18 79:3 96:11 111:25 112:6 131:4 134:12 154:9 172:17,19 183:19 191:19,23 200:23 200:25 initially 71:18 174:24 initiates 190:2 inlet 209:13 inlets 76:15,16	inside 18:23 137:8 174:12,17,17 inspections 72:16 installed 49:7 58:15 183:6 instantly 200:4 institute 19:7 instructions 71:2 insulting 187:21 insurance 6:6 83:17,20 intellectual 159:1 intend 14:10,14 15:7 35:21 intention 193:19 intentionally 203:21 interested 76:23 185:17 199:24 209:10 interfere 147:24 interior 164:18 174:20 internet 3:20,23 30:14 interpret 188:23 interrupt 67:10 intersection 95:10 96:6 120:1 inundated 165:16 involve 53:3 involved 93:23 168:13 involvement 131:18 involvements 130:14 involving 6:11,18 130:21 island 90:11,12 163:10
i			
i.e. 68:2 ida 207:4,9 idea 85:23 154:4 identification 14:5 15:14 35:7 61:1 194:11 identified 128:13 identify 80:21 117:25			

issue 26:24 127:16 128:2,5 133:1 137:10 160:19 162:13 issues 11:2,16 24:18 94:22 128:3 128:13,16 129:16 iterations 57:4	keeping 185:22 kept 173:14 kevin 110:4 kind 16:12 19:16 19:25 20:13 22:10 31:13 32:13 34:22 35:20 41:18 46:11 48:13 58:3 59:2 60:11 61:5 62:2 68:21,22 117:17 132:15 143:21 161:24 165:24 168:21 188:11 192:23 205:9 king 21:2 22:11 165:10,10 kirk 2:9 3:5 202:20 knew 76:3 123:3 know 12:18 13:24 14:24 17:7,24 19:21,22,24 20:22 27:12 29:15 30:10 33:10 35:13 38:2 38:6,17 41:17,20 41:21 42:5,13 45:6 49:25 52:1 54:25 55:14 57:11 57:12,18 62:1,24 63:25 64:21 65:2 68:24 69:12 71:12 72:7 73:7,16 78:22 81:7,10,12 83:5,7,22,24 84:23 85:7 87:17,18 91:7 94:5 95:12 97:9,15,18 98:4 100:3 102:7 104:3 109:10 110:18 112:25 114:24 117:21 118:6	122:19 123:10 126:25 127:11,15 132:15 135:3,23 136:2,20 137:14 137:15 140:7 142:6,24,24 143:18 144:5,11 147:2,5 148:9,9 150:7 154:5 156:18 162:11,14 165:23 169:1,18 169:21,22,24,25 170:3 173:13 175:7 177:9,14 179:8,22 180:7,8 182:16,22 183:7 183:12 189:14 192:6,18 194:7 197:22 198:18 199:8,8 200:7,10 206:17 knowing 56:1 127:3 140:24 143:9 knowledge 9:12 65:22 71:21 137:12 142:15 156:10 188:10 193:16	209:3,23 law 2:3,9 99:7 107:25 108:1 187:4,5 188:13,16 188:23 law.com 2:6 laws 188:14 lawsuit 15:19 36:8 74:9,11 93:24 116:21,22 117:1,7 117:20 202:19 lawsuit's 117:4 lawsuits 6:11 lawyer 132:7 lawyers 85:3 126:12 158:23 188:23 layers 54:12 ldlawsc.com 2:17 leading 169:18 leads 113:3 leaking 119:17 lean 124:23 lease 35:5,10 36:9 36:21 37:1,3,5,6,8 37:22 38:2 72:18 211:13 leasing 37:7 leave 5:9 led 188:13 left 63:9 190:3,4,9 190:9 191:8 195:6 195:9,13 legal 35:21 36:2,3 188:19 212:23 legally 134:24 135:3 legislature 188:15 letter 15:12 211:9 level 33:24 45:9 58:24 82:4 129:1
j			
james 101:2,17 jeep 169:9 jeff 165:21 jeff's 51:8 jeffrey 2:20 jernigan 4:17 jet 50:24 jevans 2:6 job 41:21 jobs 47:13 92:17 john 1:6 join 162:7 josh 85:5 joshua 2:4 jr 1:9 3:1 4:3 210:4 212:1,5 213:2,24 214:2,4 214:12 jross 2:23 judge 144:17 159:25 170:16,17 judgment 107:18 jump 4:20 june 15:12 211:10 justin 74:4,5 75:12 162:24			
k			
kbattle 2:12 keep 44:14 76:10 154:22 175:10 185:23			

[level - lower]

Page 20

130:2,12 152:12 152:17 153:1,4 155:24 171:6,17 171:20,22 172:2,2 174:3,6 176:19 levels 160:14 licensed 5:19,22 5:24 206:16 life 159:13 lima 173:23 limbs 140:11 lindemann 2:14 2:15 37:25 70:13 70:20,24,25 82:19 85:5,11 86:23,25 97:16 98:1,9,21 100:18 106:7 108:25 109:5 114:8 117:22 118:16 128:9,11 128:24 133:15 137:18,21 138:2,5 143:15 144:10 145:5 146:8 149:16,23 150:25 151:14,24 154:11 154:21 155:3 157:8 158:11 160:6 180:5 199:10 203:7 204:24 205:4 207:11,18,22,25 208:9 210:8,16 line 26:15 31:11 31:20 58:18 101:16 134:5,10 134:20,25 135:4,7 136:3 166:25 210:3 211:4 213:4 213:7,10,13,16,19	linear 80:16 lines 78:17 87:7,8 186:23 192:25 linked 130:13 list 6:15 7:21 72:21 listed 20:8 39:14 listen 108:21 litigation 130:20 little 14:25 21:9,20 25:16 31:8 36:16 37:9 41:15 59:20 62:11 63:9,16 67:14 71:14 86:2 86:3 89:11 96:10 100:13,16 114:11 124:3 130:15 137:15,23 138:14 159:4 165:20 168:17 171:21 175:14 177:25 189:24 196:1 198:22 liveable 179:25 lived 202:18,22 lives 159:25 load 54:13 129:6 200:20 loaded 53:17 200:19,24 loadings 143:20 loads 89:7 155:8 155:11,23 197:23 197:25,25 198:1 198:12 located 37:12 122:6 139:20 location 1:12 91:21 175:21 logical 147:12,14	logistics 27:22,24 long 25:22 62:3 71:13 114:24 155:20 172:14,24 200:18 longer 48:13 97:8 201:5 look 11:23,25 20:14 23:3 24:23 30:24 37:8 39:12 40:13 42:13,19 50:13 52:18 57:5 58:15 75:17,20 76:21 94:2,6,10 112:13 125:24 130:22 146:10 156:5 164:12 166:9 171:14,22 181:2 186:10 187:24,25 188:10 195:4 looked 31:21 36:12,13 42:15 72:23 131:7 156:19 157:3 178:10 182:9,24 183:9 184:24 201:10 looking 7:4 21:1 29:10 39:6 52:17 68:9,11 70:4 120:8 161:25 163:20 166:18 167:2,5 172:1 188:11 190:1 197:7,23 looks 13:15 41:22 46:11 58:16 73:1 73:20 78:23,25 79:2 81:21 86:10 86:11 102:10	103:11 166:13 181:1 186:11 loose 25:1 loss 118:5 lot 6:5 8:7 9:13 10:3,5 11:4 13:2 16:23,24 19:6 32:24 44:6 48:22 48:25 49:3,10 51:17 52:22 61:6 62:5,14 64:4,8,9 65:9,18 67:1,6,8 67:17 80:3 89:6 93:3 102:22 104:22 112:25 113:7,10 114:23 118:13 119:24 122:5,5,9,24 132:20 137:14,22 154:18 159:24 170:21 172:7,9 173:18 175:24 179:21 180:4,11 180:19,20,24 186:21,22 197:13 201:5 lots 10:8,17,20,25 33:3 60:12 61:22 89:17 140:22 168:3 low 9:5,8 29:12 31:9 49:21,24,25 62:24,25 81:18,20 95:8,19,22,25 96:6 106:22 107:3,4 135:13 146:24 185:11 190:18 204:14,16,17 lower 18:8 29:5,12 39:19 96:11 100:13 145:8
--	---	---	--

[lower - misunderstand]

Page 21

156:2 204:18 lowest 32:19,25 51:19 88:3 95:2,3 170:24 172:9 lucy 2:3,6 74:4 75:12 99:7,21 162:24,25 163:21 lunch 201:3	102:11 103:3 104:4 166:9,19,24 177:3 maps 26:18 30:14 39:6 61:7 69:23 75:20 80:7 83:21 134:17 156:22 161:8 162:1 171:12 marathon 3:11 march 209:24 mark 61:10 114:15,17 121:22 122:8 marked 14:4 15:14 26:17 35:6 61:1 123:1 194:11 194:18 marsh 17:2 38:22 44:11 master's 4:10 material 8:3 114:15 145:12,15 materials 114:12 115:1 152:15,16 math 21:1 178:18 matter 3:7,17 64:15 66:8 155:8 mcdonnell 144:17 159:25 mead 41:7 mean 10:22 21:17 24:8 28:3 29:11 40:6 45:6 50:5,16 50:17 65:12,21 67:9 79:19 84:9 85:2 99:10 108:19 117:12 125:7 129:20 136:2 137:5 153:8 156:5 161:9,9 172:2,2	174:3,4,4,6 175:10 179:12 182:14 187:21 188:3 189:14 191:20 196:17,21 197:1,2 197:6 198:3,4 205:25 means 27:3,5 29:19 204:7 205:19 meant 89:5 measure 29:20 83:15 122:13 182:15 186:8 measured 26:11 31:24 166:20,21 169:21 171:16 182:8 measurements 45:16,17 171:23 meat 16:5 mechanical 167:12,21,23 mechanics 168:13 medium 21:4 meet 73:25 74:8 75:14,17 108:4 109:18 121:5 178:3 meeting 75:6,7,11 78:5 101:2,14,15 101:17 117:23 118:3 134:13 memo 10:6 15:17 16:3,7,10 20:3 35:12,16 52:8,15 54:24 68:20 memory 113:22 114:1 117:18 159:9	mention 54:23 mentioned 10:7 69:6 93:16 170:12 173:6 177:19 189:8 messes 92:11 met 74:14,22 75:3 121:9 metal 21:21 31:13 31:14,15 81:22 86:1 87:20 88:13 101:11,21,25 102:4 104:6,11 146:15 161:23 mexico 54:11 69:7 155:2,5 middle 101:12 109:7 149:7 176:8 migrating 126:25 mill 2:5 million 54:17 131:17 132:1 133:17,18 155:11 mind 19:3 34:10 55:3 66:20 68:1 86:22 100:7 mine 163:19 minute 48:8 70:11 150:16 154:2 174:3 188:9 200:17 201:11 minutes 138:1 missed 69:16 120:21 201:11 missing 47:23 100:6 mississippi 207:8 misstated 187:1 misunderstand 103:7,24 180:22
m			
m 2:9 mail 37:14 40:14 40:24 85:6 192:4 mailed 15:21 mails 36:14 69:14 main 2:10 maintain 44:25 maintained 79:11 maintaining 79:4 maintains 56:9 maintenance 15:6 major 127:16 130:19 majority 151:13 154:14 making 3:21 22:3 66:2 123:21 man 21:1 28:3 165:6 manages 24:13 manicured 46:12 manner 185:14 map 17:24 32:7,9 32:10 40:2 61:6 72:18,25 73:4,15 73:19,21 77:24 78:17,21 80:9,13 80:14,16,17 81:1,5 81:7,14,16,19,22 81:24 83:3,6,6 84:23 96:13,16 100:23 101:1			

misunderstood 76:18 88:17 180:18 mixing 6:3,5 modification 183:2 moment 89:12 95:25 109:2 150:8 money 133:24 monitor 14:7 month 21:10 23:8 23:9 94:7 116:17 165:15 175:11,13 monthly 21:7,8 months 8:17,17 19:14 175:14 monument 29:23 30:1,7 170:22 171:17 monuments 29:1,1 30:16 82:13 moon 23:9 172:3 175:15 morning 193:5 motor 169:11 mounds 50:3 63:1 mountains 191:17 191:18 mouth 187:1 move 23:12 44:10 57:7 63:16 moves 44:12 moving 159:1 167:17 mow 44:22,24 45:4 46:15 48:4 mowed 40:8 45:12 45:20 46:25 47:7 mower 45:1 mowing 45:10 48:1	mt 2:5,22 muffled 165:25 multiple 192:24 multipurpose 62:10 72:4 murrells 209:13 myrtle 1:12 4:17 179:9 n n 210:1 name 3:5 4:1 70:25 75:13 93:16 142:8 170:15 named 158:18 names 12:18 nancy 40:23 narrow 185:24 narrowed 5:6 narrowly 66:13 natural 12:7 52:6 81:18 83:16 95:19 107:3,4,10,12 140:17 146:24 147:21 181:20 naturally 87:24 187:9,12 nature 3:17 7:6 12:5 159:5 navd 28:2 29:19 30:18 82:5,9 171:8,9 near 31:13 163:10 193:6 necessarily 33:22 53:20 92:12 107:24 129:18 156:4 169:24 171:7 173:17 185:5,16,19 187:4 necessary 34:18 60:12 94:14 98:25	107:20 214:6 need 3:12 16:19 17:20,24 19:7,17 19:24 29:9,13 48:7 56:14,16 57:12,15 58:21 59:3 97:18 99:24 107:16 113:21 114:24 131:11 133:25 137:13 138:1 149:12 158:19 189:15 202:5,9 needed 50:12 107:22 150:12 162:10 170:5 needs 17:6,9,9 27:22,24 39:20 57:17 100:8 133:22,22 149:15 150:9,10 negligent 51:9 66:7,11 neighbor 172:23 neighborhoods 148:1 neighbors 172:8,9 neither 132:21 209:8 never 3:13 8:10 45:2 57:22 100:25 114:9 116:25 141:18 156:24 163:19 168:25 169:21 193:17 nevermind 70:8 new 49:7 155:5 169:11 news 207:7 noaa 23:3 28:21 82:11	non 204:15 nor'easter 175:16 normal 20:13 22:9 53:18 56:17 87:7 114:9 148:8,12 149:2,3 165:14 normally 25:15 39:22 92:11 175:3 197:3 north 5:24 16:25 21:15 44:15 57:20 77:2,19 85:16 88:15 90:25 101:21,21 102:11 103:16 104:5,8,15 119:20 138:19 139:21,22,24,25 140:5,9 141:9 161:14,19 162:4 183:15 northeast 162:3 northern 91:8 notary 209:4 214:13,19 note 50:4 212:10 notebook 112:16 112:17 noted 50:8 214:7 notes 22:3 112:7,9 112:10,12,13,24 113:12,15,18 114:10,11,16 115:1 noticed 17:8,10 nuc 4:11 nuclear 4:12 number 22:16 40:17,18,19,20,21 54:14 56:4 59:24 60:4 73:7,10 79:12 82:4,21
---	---	--	---

[number - open]

Page 23

131:19 133:9,12 194:21 numbered 80:18 numbers 73:12 132:13 133:4	observations 112:4 observe 9:5 13:4 15:9 135:18 136:14 139:7 140:4 143:13 observed 20:22 60:18 119:6,9 125:22 135:10 136:4,5,6 145:20 146:2,13 151:3 154:14 156:21,21 156:24 157:3 166:8,23 observing 166:22 obtained 208:7 obviously 5:3 7:24 20:16 24:4 27:12 32:14 39:15 45:5 50:5,20 51:23 58:16 61:11 68:17 71:3 89:16,19,24 120:3 140:16 148:11 188:14 occasionally 45:12 occasions 119:4,10 120:16,17 163:3 occurred 12:20 69:25 127:17 154:15 occurring 129:9 oceanfront 6:19 181:15 october 194:10 211:23 offer 8:6 9:19 14:10,14 15:7 33:8 35:21 36:3,4 38:13 97:18 108:14 112:9 117:3 143:16	offered 138:8 offering 108:2,7 124:14,21 149:18 office 74:1,5 75:2 official 209:12 offset 59:7 oh 3:9 5:15 65:17 74:9 76:21 176:24 176:24 177:23 186:18 okay 9:7 10:1 12:25 13:22 21:11 24:8,12,17 29:25 30:4,21 32:6 42:25 43:8 50:14 52:17 53:9,23 65:20 66:5 68:13 71:20 73:7 74:17 76:17 77:4 78:10 78:13 79:14,17,23 81:13,18 82:1,8 83:3,8,19 87:10,22 88:16,21 89:10 90:7 91:10,16 97:10 104:2,10,19 104:24 108:18 109:13 111:16 112:5 113:12,24 115:13 117:6,9 118:17 120:21 121:6 126:18 127:12,20,24 132:6 133:19 134:4 137:16,17 137:19 138:25 139:25 140:4 141:12,14 142:10 142:22 144:19 145:9 151:21 152:14 157:12,19 158:21 159:16,20	159:23 160:5 161:2,18,25 162:10,18,22,25 163:5,11,15,25 164:6,10 167:1,11 167:15,25 169:6 170:19 172:12 173:9,22 174:1,23 175:6,24 176:17 176:24 177:18 179:11 180:10,18 180:23,23 182:2 182:19,25 183:5,9 184:20 185:2 186:9,12,17,18,25 187:18 188:17,22 189:4,13,16,24 190:12 191:19 192:15,20 193:11 193:11,19 194:24 195:8 196:20 197:9 198:7,11,19 200:9,16 201:1,19 208:9 old 3:8 16:12 71:14 165:6 168:18 once 21:10 41:20 104:24 119:18 165:14 205:15 one's 115:14 ones 32:16 41:13 42:13,15 43:25 44:18 109:12 124:9 174:5 175:12 193:12 203:13 open 5:9 105:7,9 115:5,8 148:2 205:25
--	--	---	---

operated 184:25 185:3 operating 188:18 operator 93:17 opine 128:20 opinion 12:25 14:2 16:19,21 32:23 33:1 36:3,4 49:20 51:10 60:1 90:24 91:11 97:1 107:6 108:2,7 109:6,21 109:24 115:21 116:1 118:19 125:3 128:22 129:5 131:23 134:14 138:8 143:17,25 144:1 154:18,22 164:15 181:11 200:2,17 opinions 35:22 72:12 92:1 93:12 93:18,21 94:15 97:18 98:23 99:2 99:4 108:14 110:12 124:15,21 126:18 149:12,18 149:19 152:21 opportunity 18:7 opposed 94:23 196:22,23 203:18 option 18:4 179:6 order 9:13 17:20 128:15 147:3 168:7 198:7 ordinary 199:25 orientation 162:3 oriented 162:2 original 30:24 100:2 145:3 153:25 155:24	originally 12:4 28:6 31:21,23 46:8 50:19 68:6 177:8 208:3 orlando 36:15 73:25 134:13 outfits 182:20 outflow 134:6 outlet 77:4,15 102:5,8,19 103:1,8 103:21,23,25 104:2,12 105:18 134:5 outlets 76:1,3,16 76:17,19,21,24,25 101:24 outside 62:22 64:15 168:2 overblown 152:10 overflow 191:14 overflows 18:17 18:17 overgrown 192:21 overtopped 119:19 overtops 17:15 owed 133:20 owned 79:10 owner 99:11,12,14 owns 53:7 132:22 135:6	paper 112:15 paperwork 117:24 118:2,3,4,6 paralegal 85:8 parallel 148:10,11 park 8:13,15,22 8:23 11:5,9 12:11 12:12 17:4 18:8 19:12 20:12,15 21:19 23:13 24:9 25:25 37:12 39:2 39:8 40:10,11 41:1,5,14,16 44:10 44:19 48:19 51:5 53:22 55:13 60:14 60:15,23,25 61:4 64:23 65:9,16 71:16,17 75:24 76:20,22 79:18,20 80:1,4,12 87:11,14 87:16,25 88:6,9 89:1,14 90:3,12 95:6,21,23 96:24 101:19 105:24 106:12 108:4,11 109:11 110:3,16 141:1,3 142:13 147:3,8,10,17,18 148:6 151:21,23 154:15,19 157:5 158:8 161:5,6,8,12 161:13 162:2,16 172:25 173:5 180:10 182:2,21 193:1 196:18,23 203:18,21,22 204:3,14,16 205:12 211:17,19 parked 67:1,3 parking 10:24 36:24 38:10 41:3	42:17 48:25 61:22 61:25 62:14 64:4 64:8,9,14 65:13 72:1 85:24,25 89:17 102:15,22 103:19 104:22 106:14 110:6,6 113:2 140:22 148:10,11 168:3 part 5:16 38:17,23 55:1 57:1 58:12 61:25 71:14 73:20 80:10,11,17 81:5 84:5,16 85:4 87:22 88:15 90:11 90:12,12 91:25 95:2,4 104:22 105:4,24 108:11 120:14 135:9 142:25 145:8 156:1,2,9 180:12 201:11 particular 28:16 28:16 73:8 95:20 106:19 121:18,23 127:8 132:23 135:4 152:18 159:12 172:13 202:6 particularly 117:12 121:20 148:20 parties 35:18 parts 114:18 146:6 146:9 party 35:18 129:11 209:9 pass 148:13 path 72:4 patience 158:13
	p		
	p.m. 70:22 93:17 93:17 114:6,7 138:3,4 208:15 page 210:3 211:4 213:4,7,10,13,16 213:19 pages 112:19 painful 70:18		

patterns 181:21 pavement 18:2 54:22 78:23 87:4 110:7,8 pavers 123:10,11 123:13 124:1,6,15 128:4,14 165:2 paving 132:16,17 pay 133:22,23 200:5 pdhs 5:25 peak 11:9 18:11 peaks 59:12 peas 163:10 penalty 200:21 pending 209:10 peninsula 39:1 44:1,2,10 65:9 people 5:5,6 12:16 19:6 28:19 30:16 33:2 99:19 148:1 171:10 188:7 198:13 people's 144:14,15 percent 115:25 118:20 151:4 161:3,4 189:5,8,11 191:11,11 197:8 percentage 23:13 115:24 163:16 196:20 197:24 198:2 perfect 162:10 perform 16:19 perimeter 84:18 100:20 period 18:11 19:13 125:23 143:7 145:25 periodically 10:21	permanently 55:7 permits 168:7 person 117:22 person's 170:14 personal 168:23 personally 136:4 139:7 pertains 185:21,24 pervious 90:17 110:6,8 phase 48:15 phenomenon 130:1,25 photograph 46:24 photographs 9:6 46:22 119:7,8 182:23 photos 42:25 43:3 113:1 179:24 phrased 23:17 physical 174:17 physically 46:14 139:16 170:2 206:13 picked 11:4 61:5 picking 16:4 picture 20:9 42:7 42:11 62:16 139:9 139:11,19 194:15 194:25 195:21 pictures 8:9 20:17 22:20 40:6 42:10 42:12,20,22,24 44:20 46:22,24 72:17 95:14 122:25 139:14 piece 82:15,16 113:3 pieces 161:13 pile 59:20	piles 14:18 34:24 42:9 174:18 175:4 pin 174:8 pineapple 173:24 pipe 17:1 19:23 25:4,9 27:4,9,10 76:7,8,9,11 77:18 77:20,25 78:2,5,7 78:10,12 80:3 93:5 104:7 119:13 121:3 135:20 158:2 173:15 187:16 196:2 205:20 206:13,14 pipes 24:24,25 25:19 67:17 73:2 78:15 105:8 119:16 193:20 194:1 place 8:11 12:10 49:21,24 50:1 58:10 60:16 66:25 89:7 146:21 173:11 183:6 placed 65:3,18 places 4:25 28:11 97:6 plaintiff 1:4 2:2 9:13 13:8,13 15:6 163:22 202:18,22 202:25 plaintiff's 6:3,8 8:7 13:1,23 14:11 23:23 48:22 49:10 51:17 170:21 182:3 plaintiffs 163:13 163:16 plan 8:6 9:1 25:21 29:8 33:7 38:13 60:25 61:5 92:3	98:10 105:23 108:2,8,9,15 126:8 126:15 150:5 211:19 planning 108:14 124:14,20 150:4 150:14 plans 9:16 18:3 26:15 30:24 68:11 68:11 89:25 109:11 110:3,16 184:24 185:2,4,5,6 185:16,21,22,24 185:25 186:2,5,15 plant 59:13 plate 62:12 play 194:8 206:24 played 194:12 pleas 1:1 pleasant 2:5,22 please 3:12,15,21 3:22 4:2 10:12,14 22:23 23:19 26:7 70:16 71:6 108:6 187:2 plowing 71:13 plumber 34:5 plus 29:11 85:14 85:16 136:24 140:18 156:16 point 5:11 11:18 20:25 28:24 31:13 31:16 32:19,25 33:21 38:4 43:19 46:1,23 47:25 51:19 65:24 69:5 71:6 87:19 88:3 93:1 94:8 95:8,19 96:1,6 97:17 98:3 106:22 115:11 116:24 122:17
--	---	---	--

[point - property]

Page 26

126:14 152:2 157:2 170:24 178:3 181:4 187:13,17,18,19 187:23 188:5,9 189:21 190:18,18 191:15,16 202:6 207:14 points 171:18 pole 28:10 policies 37:19 pond 18:9 59:20 107:9,16 pool 13:2,6,15 34:21 124:4,12,16 128:14 165:2 poorly 23:17 51:10 pop 35:3 portion 49:4 138:17 139:3 176:2 portions 101:19 147:3 position 25:23 34:2,20 47:1 53:12 88:5,8 106:16 184:9 188:6 203:15 possession 80:10 possible 18:15 55:15,17,20 56:2 69:24 117:13 127:20 possibly 90:24 108:18 109:2 154:3 181:3 201:25 post 4:7,16 potty 138:1	pour 198:23 power 4:11 practice 5:16 52:16 107:19 114:9 115:10 187:7 precisely 125:3 prefer 61:10 premised 153:24 preparation 72:12 prepared 109:11 present 75:8 95:21 96:24 97:12 100:5 108:16 116:8 179:23 presented 129:15 142:9 president 5:7,7 pressing 54:24 pretty 4:23 5:12 19:11 20:20 23:6 23:7 24:22 87:19 87:20 97:10,17 115:9 155:9 165:13 175:9 180:14 192:21 205:25 prevent 60:6 prevention 60:1 price 27:20 prince 31:18 78:2 101:3,3 120:2 print 118:13 printed 80:22 83:5 prior 8:7,18,24 9:3 9:21,24 10:7,8,20 47:13 87:16,24 95:20 109:7 117:1 142:16 144:21,23 156:24 162:15 172:24 182:20	private 59:25 probably 3:11,18 6:14,20 7:21 8:16 9:22 19:13 20:20 22:22 25:1 31:17 31:25 34:17 41:19 43:7,16 48:15 69:12 90:9 114:3 117:8,13 126:16 128:22 132:19 137:22 139:23 148:18 156:3 159:3 163:23 164:4 168:25 169:2 171:12,25 177:1 182:18 197:7 problem 50:16 66:25 92:5 133:23 153:11 155:22 160:25 176:4 178:22 183:24 185:7,12 199:17 199:18,18,19,19 206:3 problems 57:21 60:17 110:10 118:18 205:22 process 98:17 100:25 199:23 200:1 produced 74:17 85:2 production 117:10 professional 36:4 98:22 105:22 128:22 professionally 154:23 profile 11:25 12:1	profiles 68:10 program 80:24 83:17 programs 92:22 project 20:6 55:6 63:11,12 69:25 87:9 159:21 168:1 203:21 205:13 projecting 132:20 projects 4:19 promise 159:2 properly 102:5 135:15,18,22 200:19,24 properties 6:18 7:8,9 12:17 property 12:21 13:19,21,23 14:17 15:18 42:9 43:14 52:24 59:25 60:5 66:14 69:18,22,23 82:15,16 83:23 84:19 88:19 90:15 90:23 94:23 95:7 95:16 96:4,9,17 97:21,25 101:6 107:17 111:17 112:2 113:3 115:19 116:9 123:9,18,25 131:1 131:13 133:25 137:2,4,11 150:23 151:4 153:18 157:15,25 160:20 160:23 161:24 164:16 166:7,20 170:7 172:8 182:3 185:11 187:9,11 187:11,12,15,17 188:25 191:1,2,3 195:2,18 196:25
--	---	--	--

[property - ready]

Page 27

203:22 204:3,20 205:21 206:18 proposal 41:22,23 proposals 36:13 40:13,16 proposes 41:2 pros 98:16 protect 60:14,15 protection 50:11 199:1 provide 98:23 109:22 110:15 112:5 132:13 144:19 198:25 provided 22:20 39:7 72:9 75:19 89:25 106:3 112:1 113:1 114:12,15 115:2 122:25 129:10 131:8 132:6 134:16 152:15 155:2 providing 72:12 118:4 public 162:7 199:15 200:18 209:4 214:19 pull 22:2 149:8 180:14 181:15,18 189:7 pulled 15:2 131:10 161:7 pulling 14:19 128:4,14,15 pump 18:15,15 56:18 57:25 58:1 58:11,14,22,22,23 59:1,13,22 105:13 131:24 132:2,15 190:23	pumping 58:8 pumps 59:4,12,21 purely 27:24 133:10 purpose 37:4,6,23 86:15 137:6 pushed 33:4,5 54:5 97:24 204:8 pushing 184:4 put 22:6 25:23 28:9 45:8 51:22 59:14,20 60:20 62:6,9,12,23 75:19 89:6 107:8 143:20 169:11 175:8,20 178:1 181:7,8 182:15 183:5,15 186:25 187:8,16 190:6,14 199:6 puts 53:17 144:6 putting 20:3 129:6 q qualified 127:25 185:14 qualify 198:22 quality 168:7 quantify 118:21 153:12 197:2,3 quarters 43:16 question 3:15 7:3 7:7 8:24 12:6 13:11 16:6 19:17 20:8 33:14 34:11 41:18,20 55:3 66:20 68:1,24 71:6,9,10 81:13 90:19 94:19 95:1 97:10 98:2 100:2 100:7 102:24 108:6 114:22 126:4 127:23	128:10 143:2 151:1,2,5 157:20 159:1,3 162:12 167:24 168:17 171:3 174:11 175:1 176:21 177:13 178:18 180:1 185:13,23 185:23 186:13 188:1,4 189:4,17 189:24 192:23 195:12 199:11,12 200:9 201:12 questions 32:20 66:5 70:17 81:1 109:8 118:1 138:6 158:12,23,25 159:24 162:19 169:17 201:7,14 201:16,22 202:1,2 203:17 206:20 208:10 quick 35:4 58:22 69:13 70:17 84:25 136:12,24 155:9 158:19 203:13 quickly 44:14 quite 90:9 201:2 quotes 40:12 r r 213:3,3 race 168:22 racket 3:22 railroad 28:10 rain 18:21,22 92:23 136:21 196:9 rained 136:23 rainfall 19:25 94:17 168:6 189:12	rainfalls 59:23 raining 22:8 136:22 rainwater 205:3 raise 17:19 40:11 175:3 178:13 179:1 raised 24:9 65:4 175:2 179:13 184:10 203:21 raising 18:5 184:2 184:2 raleigh 4:24 rambling 200:10 ramp 36:25 38:9 38:17 42:17,18 48:24 64:13 72:1 72:2 90:25 91:8 162:7 ramps 90:21 91:22 178:1,3 ran 12:1 54:12 67:3 84:13 91:1,1 91:4 150:20 158:4 158:6 randomly 34:7 range 21:6 23:5 133:13,16,17 rate 34:22 107:10 107:12 rates 34:25 rational 141:2 rclawsc.com 2:23 reach 94:14 read 38:2 61:6 208:12 212:9 214:5 reading 38:24 66:6 ready 158:20
--	--	---	---

[real - required]

Page 28

real 35:4 80:6 84:25 94:20 129:20 158:19 realize 10:4 realized 185:9 realizing 66:14 really 6:24 17:9,20 21:13 23:11 24:23 31:2 38:4,11 44:23 51:13 57:3 59:2,3,5 68:4 75:13 77:1 99:11 112:11 168:8 rear 2:25 123:16 124:10,15 125:1 126:23 reask 71:7 177:13 185:15 189:16 reason 9:10 71:4 117:11 135:24,25 136:12 140:7 159:9 174:23 191:5 212:11 213:6,9,12,15,18 213:21 rebuild 56:8 168:19 rebuilding 50:20 rebuilt 9:10 169:10 recall 112:23 117:14,15 170:15 186:22 receipt 212:18 received 73:14,16 81:5 100:25 118:10 134:12 recess 70:21 138:3 recollect 87:21 recollection 116:24	recommendation 19:20 reconstructed 156:11 recontour 192:2 record 4:2 86:21 86:24 111:3,23 114:6 118:15 119:6 166:10,12 169:15 189:15 202:14,15 209:7 records 72:9 74:13 recount 6:16 7:22 recreational 36:22 37:7 41:3 48:18 red 61:18 redid 28:25 29:1 redundant 48:16 refer 120:5 177:21 reference 7:6 39:5 152:2 157:2 referenced 212:6 referencing 39:4 161:9,11 171:18 171:19 referred 77:5,25 134:9 referring 43:12 72:24 77:16 82:3 83:4 99:5 102:18 113:7 120:7 122:5 123:8,13 125:8 156:7 162:4 163:17 164:18,22 180:19 187:3 191:20 reflect 82:21 87:11 189:15 reflected 81:19 refurbishing 42:16	regarding 128:3 133:1 152:17 regardless 57:17 regards 27:19 52:8,13 registers 30:20 regular 10:23 145:25 175:10 regulations 188:8 188:8 rehash 50:7 68:24 relate 29:10 related 75:23 209:9 relative 14:16 35:17 171:6,7 172:8,9 release 17:2 reliable 98:23 relied 23:2 35:11 rely 35:15 36:9 113:22 relying 52:10,14 89:22 144:16 208:4 remaining 16:18 19:7 remains 155:22 205:7 remember 21:23 21:25 22:1 38:1 43:6 62:25 71:24 74:10,12 75:13 82:2 111:7 112:20 121:11 170:14 171:11 177:5 remove 60:21 removed 43:11 49:6 renourish 181:16	renovation 12:20 renovations 11:5 109:11 repair 14:12 60:4 repairing 59:24 repairs 131:12,16 132:3 repeat 10:11 34:9 60:3 108:6 128:10 145:23 157:20 repeated 95:1 repetitions 155:9 155:11,12 repetitious 155:23 repetitive 159:4 rephrase 3:15 122:23 145:23 report 8:2 10:6 25:10 38:25 47:6 52:11,13 69:1 reported 1:15 reporter 189:7 190:13 194:20,22 209:1,3 210:17 reports 125:16 represent 71:1 158:17 representation 16:1 represented 193:17 request 40:12,15 72:14,15 112:14 208:7 requested 41:22 75:14,16 requests 72:15 require 58:25 required 99:1 214:13
---	--	---	--

[requires - roads]

Page 29

requires 128:17	reverse 191:5	123:12 124:9	river 207:8
research 132:12	reversed 207:8	126:5 131:21	rlcastles 212:2
133:3	review 16:15	133:24 134:19,23	road 14:1 17:13,14
reside 203:1	37:17 112:10	135:7 137:13	17:15,19,22 18:5
residence 140:13	212:7	138:15,16 139:5	18:17,23 19:8
residences 17:17	reviewed 9:16	141:4 142:1,10	21:9,21 28:1,5
residential 147:16	20:18 37:19 72:11	143:2,6,16 144:15	30:22,25,25 31:4
resides 202:25	73:11,25 74:4	145:14 148:16	31:12,21,22 32:5
resolve 32:21	110:7	149:17 150:16	32:22 33:15,16
resonate 177:25	reviewing 125:15	151:15 152:7	34:7,15,15,21 42:8
respect 154:23	rhythm 8:5	153:3 154:10	53:18 54:24 55:1
responded 76:2	rid 47:20	158:11,22 161:6	55:9,11,12 56:24
response 74:18	riding 70:3	162:18 163:8	56:25 64:6 67:12
81:6	right 6:7 13:14	164:10,17,21,25	67:16,16 68:6,10
responses 201:16	14:7,10 15:16	165:4,18 166:18	68:12,14 69:2,18
responsibility	16:2,7 18:8 25:8	167:6,12,13	77:8,11 78:19
35:22 36:10 68:5	26:12 27:13 29:18	170:11,19,22	79:11,18,20,21
93:19 199:21	30:10 31:14 33:7	171:3,15,25 172:7	84:12,13,13,14
responsible 36:5	35:3 37:23 38:24	173:6,24 175:18	86:1,18,19 87:4
38:9,11 53:4,10	42:2 43:9 46:7	176:11,12 177:5	89:7 102:11
134:24,25 135:4	48:8,8,12,24 49:13	178:4,6,12,16	119:19,25 121:1,2
150:18,22 151:6	52:8 53:1 58:5,7	179:7,19,21 180:1	121:20 122:2
151:17 153:3	60:18 61:13,14,17	180:21 181:20	132:3 135:21
192:17	63:5,10,18,21,23	182:5,15,16,19	136:7,8 142:4,4,18
restroom 70:20	64:8,10,14,16 65:6	183:18 185:13	143:21 145:13,15
result 89:15 100:4	71:12,24 74:25	186:6,17,18 188:9	146:6,9 148:24
145:10 174:13	75:21 77:22 78:14	188:17 190:2,4,6,7	149:7 150:22,23
206:7	78:16,17,19,23,24	190:22,23,24	153:22,25 155:15
resulted 127:22	79:1,5 80:1 81:4	191:3,8,21,23	155:15 156:5,9,16
results 129:8	82:20 85:9 86:8	192:8,18 193:6	160:3 161:22
retain 126:12	88:5 89:12 95:9	194:5,14,16 195:6	171:2 199:5,6,13
retained 94:4	95:15,17,24 100:1	195:13,23 196:13	199:15 200:2,3,11
164:11	101:24 102:2,23	197:9 198:3,4,9,13	200:18,21 203:15
retaining 48:2,3	103:7,10,12	200:7,16,20 202:3	roads 11:22 17:25
retention 106:3,5	104:21 106:16,23	202:12 205:10	28:14 53:4,7,13,19
107:17,21,24	108:7 109:2,16,24	206:24 207:5,16	53:23,24 54:2,5
109:22	110:2,11,15	208:12,13	55:4,6,7,20 56:5,6
retract 200:17	111:20,25 114:21	rights 188:15,24	80:1 87:12 89:8
retracting 111:12	115:17 119:5,20	risen 153:1	132:22 138:9,12
return 212:13,17	120:10,11,24,25	rising 152:23	142:20,25 143:10
	121:13 122:1,16		143:14,18 144:9

144:11,20 146:18 151:10,12,13,16 154:13 155:14 156:13,22 160:5 162:15 168:4,5,9 198:9,11 roadway 19:9 28:1 33:20 79:17 roadways 142:11 142:16,23 143:4 robbie 12:12 20:15 101:6 119:20,21 120:5 121:7 144:17 170:16 robbie's 21:14 robert 1:9 3:1 4:3 210:4 212:1,5 213:2,24 214:2,4 214:12 role 79:4,8 99:13 roll 193:25 ron 1:3 2:2 12:12 16:24 20:16 43:4 112:2 162:21 164:12 212:4 213:1 214:1 ronnie 66:25 119:24 144:17,18 room 75:19 138:1 ross 2:20,20 137:25 158:16 165:17,22 166:1,3 166:5,10,17 172:18 173:21 180:6 182:1,12 189:3 190:13,16 194:6,13,18,21,23 198:16 200:15 202:14 204:4 210:10	rough 47:6 roughly 29:4 138:24 route 106:9 140:12,13,17,25 141:5,21 142:2 147:12,14 routinely 144:24 row 163:6,22 164:6 rpr 1:15 rule 128:25 129:2 129:7 130:23 131:5 145:18,24 ruler 26:11 rules 52:9 run 25:4 59:14 60:17 77:17 84:14 101:25 105:8 196:16 199:16 running 5:8 60:19 72:5 97:22 119:22 134:5 runoff 47:10,15 91:1 109:23 116:5 161:5 204:19,22 runs 17:1 31:7,7 77:18,20 78:1,3,5 78:10 80:14 116:6 119:13 135:7 139:4 148:6 résumé 4:5 s s 211:1 213:3 s&e 47:5 saint 101:17 samples 126:2 sand 17:25 181:15 saturated 54:18 155:7,10,12,22 156:1,4	saw 8:10 40:3 45:11 46:8 50:1 55:21 84:1 85:3 120:18 121:14 122:7 141:7,8,18 152:14 192:4 saying 3:21 12:9 21:4 26:23 41:9 46:4 47:3 48:4 51:12,13 54:4 55:4,5 57:16 61:12,17 64:20 97:7,9 101:20 111:7,14 122:24 133:21 135:1 153:14 177:17 180:24 186:23 196:11 says 37:1 40:25 41:6 47:5 52:21 53:2 60:4 65:8 131:16,17 186:20 sc 1:12 2:5,11,16 2:22 scale 60:24 78:21 211:18 scanned 183:11 scared 170:10 scdot 72:16 130:20 208:5,7 school 16:13 schuh 4:16 scientific 154:12 scope 40:25 131:17 scream 66:21 screen 131:10 190:3 scrolling 35:13 se 47:17	sea 82:4 152:12,17 153:1,4 171:6,16 171:20,21 172:2,2 174:3,6 seal 209:12 seasoned 7:25 second 62:12 71:15 86:22 157:12,16 159:5 166:11 190:15 195:11 203:10 section 4:15 18:2 53:1 196:23 see 6:10 7:4 11:23 12:2 14:7 17:21 19:14 23:4 24:24 25:2,5 29:7,12 30:19 34:25 35:1 39:22 40:16 42:6 46:20 61:23 63:20 86:19 91:17 94:11 97:4 102:14 110:7 117:9 123:5 135:17 139:15 142:8 149:7 159:16 166:9 171:5,15 178:19 187:25 192:22 194:9 seeing 54:21 62:25 66:11 76:23 82:2 seen 8:9 15:3 17:6 24:2,3 26:19,25 27:1 40:6 44:20 70:5 80:7 96:14 96:16 112:7 116:3 116:4 117:6,19,25 123:15 128:21 130:3 131:1 135:5 139:20 155:5 171:19 172:5
--	---	---	---

[seen - soil]

Page 31

179:23 182:23 191:5 193:3 194:14 seepage 4:9 send 16:11,16,17 74:6 187:24 sense 3:16 195:15 sent 54:9 69:11 73:21,22 212:14 sentence 36:20 separated 124:12 124:16,24 separating 124:20 separation 164:23 september 209:13 212:3 series 169:17 served 74:19 set 30:19 82:13 settled 15:1 25:20 33:24 86:19 124:11 settling 11:18,22 13:5 25:22 seven 8:17 45:9 sewage 168:10 sewer 168:2,8 shallow 191:9,10 share 32:7 shared 43:5 shed 31:13,14,15 146:15 sheet 59:20 112:15 187:15 212:11 shop 81:22 shore 207:3 short 162:12 shot 83:11 shots 122:15 show 32:10,14 71:25 74:14,21	77:24 78:17 87:2 87:14 118:4,7,9 144:20 177:2 showed 31:13 44:21 76:14 89:25 186:2,5 showing 78:22 197:16 shown 182:22 shows 25:18 31:6 73:2 74:15 87:3 103:3 135:6 205:10 shut 76:10 side 5:14 6:6,8 17:16 27:2 31:5 44:4 77:19,19 84:12 96:3 102:11 102:15 103:12,19 104:1,22 105:2 121:3 135:21 136:7 140:17 162:6 180:13 181:12 183:16 190:2,4,7,9,9 191:2,16 193:7,21 194:3 195:22 196:4,12,17 sideline 50:22 sides 10:9 147:16 148:10 siding 14:23 15:2 15:3 174:21 sign 208:12 212:12 signature 209:22 signed 212:20 significant 97:17 98:3,8 100:3 114:18 129:16 173:2,3,4	signifies 83:10 signify 83:9 silver's 40:24 simple 97:11 159:25 simply 87:12 single 160:12 sink 13:25 199:6 sinkage 13:3 sinkhole 129:20 130:5,8,13,14 sinkholes 127:13 127:18 129:8,12 129:16,18,22 130:15,17,21,24 sinking 13:23 14:1 14:16 25:24 165:1 165:2 sir 5:23 10:12 20:8 35:12 41:17 48:7 70:16 73:20 74:16 74:20,23 75:9 79:22 81:3,12 86:14 91:15,18 93:22 96:19 104:14,18 105:14 105:20 107:14 108:19 111:19 113:23 115:3 117:5 123:14,17 123:19 125:12,15 125:19 126:17 127:13 132:11,14 133:2,5 135:12,16 136:11 138:24 139:2 154:5 158:10 159:15 169:8 180:25 202:12 sit 39:22 74:25 125:24 206:14	site 22:14 47:17 72:16,17 81:9 95:2,4,23 116:6 sits 76:6 sitting 21:25 22:5 25:16,17 44:25 150:16 159:17 166:3 184:4 situation 10:16 130:5,6 164:12 199:3 situations 66:23 128:21 six 8:16 31:1,2 45:9 96:22 148:3 164:4 sixth 53:1 size 197:5 skip 201:3 slab 175:8,17,21 176:3 178:13 184:4 slammed 69:15 slope 31:8 191:10 sloped 177:7 slopes 171:1 slow 64:24 191:10 slower 35:14 small 5:16 49:11 101:1 205:7 smaller 59:6 205:12 smart 158:22 smith 101:13 soccer 62:8,8 88:25 90:8 society 28:21 82:12 sod 45:8 soil 19:9 61:9 65:4 123:24 124:18,23
--	--	--	--

[soil - store]

Page 32

125:5,9,10,20 126:2,20,23 127:1 127:9,21 181:19 soils 4:10 47:22 sole 45:19 46:2 solution 92:4 solutions 212:23 somebody 16:13 36:17 52:23 57:9 57:18 133:22,22 149:8 170:13 180:4 181:1 185:8 187:8,10 198:8,23 199:18 somewhat 68:7 162:2 sorry 11:11 13:11 16:4 20:23 23:20 26:7 27:12 34:5,9 34:10 35:13 38:19 40:20 42:21 44:19 50:16 60:3 67:5 86:14 88:7 93:10 99:10 102:21 118:17 128:9 137:25 139:22 140:2 145:22 157:10 167:17 174:4 177:11 180:23 189:15,16 190:14 201:10 sort 18:25 37:22 71:14 source 136:9 187:13,17,23 sources 16:6,10 south 1:1 4:8 5:19 18:9 31:16 39:2 41:14 43:14 48:25 50:23 62:7,13 63:2 77:19 85:17	86:3 88:14,14 90:5,5 103:16 104:11 130:16,17 130:21 138:20 139:21,23 140:1,2 140:2 141:13 158:7 161:14,16 162:5,9 183:16 193:7 209:4,14 southern 41:4 southwest 90:6 162:6 spaces 72:2 spartina 46:9,17 46:20 speak 166:1 speaking 43:25 44:5 specific 39:3,5 40:4 44:2 55:2 71:22 118:1 125:17 specifically 78:1 80:21 94:9 122:5 138:12 157:13,22 speculating 91:6,9 91:13 95:13 107:15 143:23 144:2 speculation 118:25 speculative 133:10 spent 20:2 133:25 203:14 spike 28:10 splits 102:13 splitting 161:24 spoke 170:14 spoken 79:7 120:13 132:25	sports 168:22 spots 62:9,18 64:2 spread 34:4 187:14 spring 22:11 175:13 squares 62:11 staff 5:10 stairs 124:12,19 124:24,25 128:4 128:14 164:23 stalls 169:19 stamp 16:16 stamped 14:4 15:13 35:6 60:25 211:8,11,14,20 stand 49:6 standard 30:2 52:11,21 108:5,5,9 108:17 109:18 110:12 179:16,17 186:20 187:2,5 188:11,12,12 standards 52:19 188:19 200:20 standing 149:6 standpoint 98:23 99:1 stantec 109:14,17 109:17,25 110:20 185:6,7 start 12:19 54:21 151:20 191:14,15 started 5:3 11:1,16 11:18 33:9,11 55:3 85:13 111:2 111:4,6,17 119:22 146:19,19 151:22 152:1 158:25 173:2,11 202:21	starting 11:1 51:22 79:18 124:23 starts 17:16 65:16 78:2 166:14 state 1:1 4:1 79:15 79:21 209:4 stated 147:15 173:18 statement 14:4 15:18 131:9 177:16 186:20 192:24 200:11,14 211:7 states 5:22 28:23 82:13 station 16:7 18:15 18:16 57:25 58:14 59:13 131:24 132:2 stationed 86:11 stationing 85:15 85:15 stations 132:15 138:18 stayed 33:24 145:2 stays 24:22 46:10 174:6 steps 14:18 sticking 93:6 stood 179:10 stop 56:25 161:21 stopped 67:22 stopping 93:6 storage 19:14 56:18 59:3,8,10,15 59:15 64:18 100:14,15 204:18 store 51:22 58:11 58:21,23
--	---	--	--

storing 185:10 204:18 storm 10:23,23 18:18 23:11 24:21 27:12 39:3 40:4 92:23,24,24 165:10 storms 56:22 59:5 59:6 stormwater 6:11 20:1 21:3 23:24 24:1,5,13,18,20 27:13 43:10 50:24 50:25 51:9 56:10 56:20 66:1 68:2,3 straight 192:13 strand 5:1 6:21 stream 190:1 street 2:5,10 10:9 10:18 11:25 17:1 17:3,16 19:24 21:16,17 26:3 27:3 31:18 36:25 38:18,19,20,20,22 39:2 41:15,16 43:15,15,17 53:3,4 54:1 56:9,9 57:14 57:16,23,24 58:18 65:15 77:1,3,6,8 77:16,17,19,21 78:3,3,4,4,6,6,7,8 78:11 79:4 80:15 80:15 84:8,16,17 84:22,22 85:14,14 85:17,19 86:9,9,10 88:6,10,15 91:1,3 91:3,5 93:7 95:4,5 95:10 100:11,17 100:17,21 101:2,2 101:3,3,4,4,5,5,7,8 101:9,12,12,13,14	101:15,16,17,18 101:22 103:5,5,6 104:9 105:3,3,5,5 105:6,6,17,18,19 107:1,1 113:1,2,6 119:14,23 120:2 121:4 134:6 135:8 138:15,19,21 139:4,21,23,24 140:3,5,9,10,11,14 140:19,21 141:9 141:10,13 146:15 146:22,23 147:4,6 147:16,23 148:4,5 148:8,12,14 149:2 149:3,4,9 160:4 162:4 172:10 173:17 175:24 176:10,12,14,23 177:8,15 179:22 180:19,20 181:12 183:17 184:6,7,12 184:18 191:21 192:11,17,25 193:2,10,21 194:2 194:4 195:1,22,23 195:24 196:1,3,4,5 196:12 197:17,24 205:18,18 208:2 streets 80:16 84:19 106:21 132:18 196:24 stress 53:18 54:21 144:6 stresses 159:13 strike 70:8 strip 32:4 84:7,10 87:1 93:5 96:14 122:17,19,22 123:3 139:1 146:10,12,17,20	stronger 177:25 structure 13:16 164:20 structures 8:22 38:6,7 struggling 117:17 studies 107:11 115:18 168:6,6,7 study 39:20 54:10 69:6 155:1,4,6 stuff 7:25 22:4,5 29:16 34:21 44:1 61:7 69:16 73:25 74:4 75:20 118:13 140:12 168:9 199:13 style 8:1 subbase 54:17 subdivision 140:14 subdivisions 168:9 168:10 subject 3:17 144:24 149:24,25 155:16 160:7 202:19 subjects 80:6 submit 114:19 submitted 11:24 20:18 22:21 subpar 158:24 subpoena 74:18 subscribed 214:14 subside 12:6 17:23 53:14 55:5,12 68:15 138:9 197:24 subsided 24:21 25:2,3,9 32:22 34:7,17,18 55:21 151:11 156:15,17	180:16 200:6,11 subsiding 14:20 33:8 34:16,22,24 56:5 69:2 subsistence 33:15 33:20,23 34:3,4 55:1 123:24 124:18,22 125:5 126:19,23 127:21 129:8 130:2,11,25 138:13 142:11,23 143:4,7 145:11,16 146:2,18,21 150:21 151:13 154:3,14,19 197:14,14 substantive 75:22 substrate 127:7 subtract 83:13 subtraction 160:9 sudden 17:23 sued 7:18 sufficient 106:18 suggest 200:23 suggested 17:19 27:20 60:21 suggestions 53:2 suing 89:3 suit 94:12 suitable 198:12 199:13 suite 2:16,21 sunbeam 168:25 169:4 sunk 200:3,4 support 19:9 154:13 187:19 198:12 supports 172:17 188:5
---	---	--	--

[supposed - testified]

Page 34

supposed 52:22 90:17 supposedly 134:16 196:5 sure 10:14 11:4 13:13 16:15 19:9 22:13 24:8 34:13 35:25 37:9 38:12 39:13,14 41:16 42:18 45:15 49:8 49:15 59:19 63:12 63:20 70:12 78:16 80:23 82:7 86:23 97:3 111:2 117:8 122:24 128:12 132:23 136:22 148:7,22 149:21 150:5,6 160:11,15 160:15 168:11 171:13 175:17 177:13 179:5 182:16 185:15 189:5,6,18 192:6 195:15 197:4 199:19 201:13 surface 87:6,23 88:9,24 90:14,22 91:20,24 92:12,14 92:15 94:13,23,24 106:18,20 107:5 107:25 108:3,8 109:23 127:2 129:4 183:6 204:22 205:2 surfaces 106:4 surprise 69:16 surrounded 44:3 surrounding 14:17 33:3 49:21 survey 12:2 28:12 29:14 31:10 32:2	32:4 84:5,7,7,10 86:9,13,16 87:1 96:14 122:17,19 122:22 123:3 139:1 146:10,12 146:17,20 surveyed 31:11 surveying 30:17 switched 6:7 sworn 3:2 111:12 214:14 system 24:21,25 27:13 38:21 63:14 73:2 77:15 79:20 79:23 80:3,4 107:13 134:18,22 systems 59:11 109:19 t t 211:1 213:3,3 table 18:7 take 3:12 5:2,19 16:13,14 18:16,19 28:14 29:24 30:18 42:22 49:19 64:16 70:10,14 113:12 113:15,18 114:10 114:11 115:1 132:19 137:13,20 138:1 140:18 155:11 170:2 181:3 187:16 196:2 198:8,8 taken 1:14 42:11 45:17 72:17 takes 17:4 103:10 155:12 181:13,22 talk 4:4 26:9 89:10 90:1 137:23 165:19 169:14 185:17	talked 50:5 149:10 164:22 170:12,12 170:20 173:15 197:12 202:10 talking 20:4 26:10 32:16 36:17 37:9 37:18 43:18,19 46:12 58:12 64:10 67:6,7 68:20 70:7 102:21 108:11 138:22 153:6,7,10 156:8 160:6 171:4 178:20 191:6 193:4,9 tank 54:11 tanks 59:11,15 tape 182:15 teams 30:17 tear 140:19 144:8 tears 144:9 199:17 technical 71:5 118:17 telephone 28:10 tell 25:7 29:18 30:15 37:21 69:8 87:1 92:18 99:24 100:22 111:5 112:13 116:5 117:17 119:9 130:7,19 131:21 136:5,24 142:1 147:13 161:10 168:17 182:18 198:1 telling 40:5 55:18 99:21 111:24 141:2 152:3 173:14 tells 82:22 ten 70:11 71:21 84:12 85:14 87:13	92:24 127:18 161:4 164:2,4,7,9 176:19 178:9 189:10 tend 204:11 tends 48:5 tennis 7:13 9:2 21:20,21 31:15 36:23 38:11,16 41:12 42:13,14 50:4,6,8,12,15,17 51:3,6,7 61:12 64:5 65:25 66:1 66:13 72:5 85:21 89:16 101:9,10 102:3,12,15,20,22 103:1,9,13,14,16 103:18,19,25 104:5,8,10,16,23 106:6,8,11,12 109:15,20 120:2 161:21,22,23 182:2,20 183:2,6 183:14 184:10 192:7,9,12,13,16 193:6,7,16 195:8 195:14,16,19 196:7,9,14,21,22 197:1,4,5,7,11,12 197:19,21 tennyson 163:6,22 164:6 term 134:21 177:22 test 17:21 tested 154:23 testified 3:2 88:16 90:13 100:12 107:2 110:22 111:9 120:22 124:17 127:22
---	---	---	---

[testified - time]

Page 35

134:4 138:7 146:16 150:6 151:2 185:6 193:4 208:1 testify 9:2 25:22 27:21 116:13 117:19 141:5 163:12 167:22 testimony 5:15 6:2 6:11,17,22,25 7:5 7:9,21 8:6,21 9:20 14:11,14 15:5 33:8 38:13 88:19 92:13 95:25 110:25 111:13 129:17 150:15 151:11 159:10,14 163:12,17 164:1,2 173:19 174:3 178:12 185:3 186:14,19 202:4 202:10 212:9,18 214:8 testing 125:10 tests 16:18 19:7 thank 70:15 158:12 207:20 208:10 thatch 45:5 theories 187:20,22 theory 125:11 154:13 thereof 209:10 thick 18:2 69:10 thing 11:22 16:21 25:6 29:17 30:11 30:12,13 34:6 61:9,15 69:13 87:18 159:6 164:24 167:13,14 192:10 206:22	things 16:22 23:21 36:5 39:13 47:21 60:20 117:18 144:7 160:17 165:3 168:4 200:22 think 3:10 15:3 16:21 20:2 31:17 34:1 37:1,4 38:23 41:25 45:4 47:3,4 48:23 49:4 50:19 54:1,2,10 55:8 56:1 62:11 64:2 65:5 66:10 81:23 86:6 87:19 88:12 90:10,16 93:16 94:24 97:1,2 105:10,11 111:1 130:4 133:12 134:9 139:4 148:15 149:15 150:11 151:21 152:9 154:2 160:18 161:10 162:1,11,13 163:4 169:9 170:21 172:12 177:25 182:10,12 184:13 185:6 187:5,20,22 189:4 192:22 196:24 197:10 199:14,20 201:5 202:9,11 203:9 204:13 206:19,22 thinking 37:14 73:5 111:1 198:20 thinks 152:22 third 121:5,9 159:5 thought 28:12 31:22 40:17 103:8	103:24 120:21,22 152:15 164:15 180:19 199:22 200:1 thousand 92:17 thousands 41:23 41:25 42:1,4 61:19 three 20:12 34:2 43:16 47:21,24 50:9 53:2 61:12 61:18 65:20 67:23 96:21 115:6,8,11 120:23 149:5 153:9,9,13 171:2 174:9 175:5 176:13 180:16 182:8 187:20,22 197:21 throw 161:20 throwing 60:19 63:15,17 thumb 80:23 tidal 6:18,25 20:23 22:25 23:3,4,22 24:2,3,4 28:15 38:14 39:3,5 94:21 129:3 150:18 151:5,6,17 189:9 191:13 205:3 tide 18:12,21 20:13,14 21:3,4 22:7,9,11,11,17 23:12 24:9 26:25 29:11,11,12 54:20 57:2 58:5,15 68:4 94:17 119:11 120:20,25 121:1 121:15,17,21,22 122:2,7 123:5	135:13 136:17 137:7 152:23 156:3 165:10,10 165:14 166:23 171:22 181:17 197:16 206:2,4,5,5 206:9,10,12 tides 11:9 17:11 21:5,7,7 26:4 55:9 56:22,25 67:25 119:1,10 120:18 121:14 136:18,19 144:24 145:4,6,10 145:19,25 146:13 153:1 155:16 160:7,13,24 161:3 173:20 175:10,11 181:14,15 191:7 193:25 196:24 197:15 206:24 tied 15:1 23:21 30:5,17 184:8 ties 101:16 196:7 tiger 169:4 time 1:11 5:12 8:14,16 11:12 18:11 19:13 20:2 24:23 26:21 28:16 29:20 45:4 46:11 46:23 54:19 59:14 62:3 67:4 70:16 73:24 74:4 117:23 120:19 121:5,9 125:16,23 157:17 165:8 169:16 171:5 175:25 177:15 179:23 181:17 190:19,20 190:21 199:24 200:6,7,11 202:13 202:18,21 203:14
--	--	--	--

[time - type]

Page 36

206:3 212:19 timeframe 212:8 times 34:2 39:1,25 53:18,25 54:14,18 54:21 67:23 117:21 120:23 121:4,13 163:25 164:5 timesheet 74:15 timesheets 74:18 74:21 94:6,11 116:16 123:5 tires 170:3 tj 169:14 today 12:4 18:1 22:1 38:2 66:18 68:15 72:13 113:5 114:1 129:14 138:19 149:18 156:23 158:13 159:8,10 161:9 164:22 171:10 191:6 196:19 199:4 201:2,4,8,14 201:18,23 202:4,8 202:10,25 205:9 208:1 told 12:23 23:20 100:2 111:17,21 112:24 118:2 135:2 141:20,24 144:5 tongue 23:21 184:8 top 26:11 58:20 71:24 72:8 121:1 127:6 132:9 191:18 topo 32:7,9,10,18 39:6,23 87:7 92:20 96:13,16	122:15 topoed 32:12,13 topographic 80:13 80:13,25 81:14,16 96:11 topographical 40:2 81:5 83:3 topography 80:7,9 89:13,14 topped 136:8 total 56:3 120:23 131:14 totally 19:1 22:4 47:4 55:21 86:6 129:3 169:10 touches 199:20 tough 199:11 track 7:5 60:19,19 72:3,5 tractor 44:23 45:1 178:2 traffic 68:17,17,21 69:3 138:7,9,13 140:15 148:19 149:2,4 151:12 197:13 199:5 tragic 129:20 trail 36:24 38:9,17 48:19 63:14,14 trailer 36:24 38:10 64:17,18 178:1,2,3 178:4 training 125:17 transcript 2:25 208:12 209:6 212:6,20 214:5,8 transmission 169:13 transpired 70:21 138:3	traveled 140:13 traveling 70:8 181:22 traversing 140:8 treatment 4:15 59:13 tree 28:10 trees 63:19,20,21 63:22 140:11 147:23 tremendous 155:13 trial 163:19,21,24 trials 163:18,20 trick 137:6 tried 178:13 tries 205:17 trips 20:12 136:15 136:16 truck 42:7 53:17 68:20 137:24 138:7,9,13 139:9 139:20 141:7,8 144:6 148:20 151:12 197:13 198:24 truckloads 40:11 41:24 42:1 63:3 trucks 50:1 53:20 53:21 54:5,23 55:4,6 56:4 61:8 61:19 64:19,21 65:3 68:18 89:11 139:8,17 140:4,8 140:25 141:5,15 141:18,21 142:3,7 142:12 144:7 147:2,5,7,20 149:6 150:21 158:4,5,6 198:8,9 199:5,16 200:19,24	true 15:17 39:22 79:14 97:4 178:19 200:14 201:21 209:6 214:8 truly 44:22 truthful 159:10,14 201:15,20,24 try 6:16 7:22 23:17 113:19,20 175:9 176:21 trying 13:10 20:9 26:8 29:6,6 34:1 46:1 60:10 62:16 76:9 117:16 167:20,22 174:7,8 176:7,21 177:6,18 178:6 185:23 186:25 204:13 205:19,20,23 turn 36:22 twice 41:20 160:7 165:15 two 3:19 5:7,18 6:9 10:17 12:13 27:13,16 30:23 39:10,11 43:6 56:8 59:1 66:23 67:24 81:21 83:12 83:13,14 84:19 92:23 96:21 105:1 116:10 119:3,10 120:16,17 121:4 121:13,18 128:16 132:23 138:1 148:13,19 149:5 160:12 161:13 163:4,23 174:9 176:12 178:8 193:3 201:22 type 46:9,10,13 56:18 89:21 90:13
---	---	---	---

[type - water]

Page 37

91:19,24 92:6 107:16 110:16 112:5 115:17 117:3 125:10 130:24 132:12 133:3 151:17 164:24 165:3 168:3 182:25 types 16:12,14 typical 23:3,5 78:19 115:7 typically 92:6,8 114:22 typing 16:13	understood 71:9 170:11,11 183:23 197:18 201:7,13 202:1,7 undeveloped 113:10 unfortunately 78:21 184:5 united 28:22 82:13 units 14:25 universal 30:2 university 4:8 54:10 69:7 155:2 155:4 unrelated 129:3 unsure 108:23 109:1 unusually 121:17 updated 83:20 uphill 190:22 204:4 206:21 upkeep 15:6 158:1 upper 156:1 upstream 45:15 69:19,25 204:7 use 18:1,2 30:2,17 83:4,16 92:22 114:13,16 138:1 142:12 171:8,10 191:9 204:11 usually 21:5,8 25:17 46:10 83:5 99:24 129:19 159:6 179:19 191:16 201:2	27:6 76:5,6 93:5,6 119:16 134:15,20 135:11,25 136:1 137:7 158:1 173:15,23 193:18 193:24 206:7,10 valves 76:2,4 193:12 various 129:22 vary 31:1 185:22 185:25 vegetation 47:20 47:22 vehicle 148:23 vehicles 168:14 verbally 132:9 verify 116:23 212:9 veritext 212:14,23 veritext.com 212:15 version 4:5 versus 21:3 144:7 163:16 188:19 204:4,11 vice 5:7 video 25:4 119:7 159:16 190:14 194:8,10,12,14 197:16 211:22 videoconference 1:9 2:4,10,15,21 view 15:18 65:24 99:16 violated 52:20 108:9,16 110:12 virtual 173:23 virtually 77:23 visits 20:5 22:14 visual 91:14	visually 91:16 volume 58:21 116:2,3,4 vs 1:5
u	v		w
u.s. 82:11 ultimately 145:20 unable 160:24 underground 105:8,13 127:22 130:1,24 underneath 17:21 93:7 129:9 understand 3:20 13:10 22:4 23:10 45:3 58:4 60:11 62:22 68:2 79:13 100:6 128:12 151:9 155:19 168:12 172:6 174:8 177:9,21 179:5 188:2 198:5 198:6 200:4 201:17 202:2 understanding 10:1,8,16,24 11:7 11:15 13:22 14:17 24:13,15 25:7 29:18 53:6 56:11 67:17 75:15 89:13 202:24 203:20	v 212:4 213:1 214:1 vagueness 203:25 valve 17:5,7 18:18 18:19 26:14,22		wait 68:8 waive 208:13 walk 35:1 walked 26:10 walking 36:23 38:9,17 63:13 want 10:6 15:23 17:22 19:6 23:17 29:17 34:1 37:17 56:24,24 57:6 59:7,7,12 62:21 64:24 68:24 70:10 72:4 84:24 89:12 117:24,25 137:23 138:6 147:19 157:21 160:17 191:8 198:24 203:17 wanted 61:8 65:2 wanting 19:5 64:20 wants 3:22 washout 45:14 170:1 wastewater 4:14 4:15 wasting 169:16 water 4:15 16:22 17:12 18:5,7,20 24:6,22 25:19 26:1,20 27:1,5,8 27:16 29:12 31:7 33:4,5 39:22 40:7 44:14 48:3 49:19 49:20,22 51:16,22 51:23,25 52:23

54:8,16 58:1,4,8 58:11,21 59:11,13 60:16,21 65:24 67:12,14 68:16 69:19 70:1,8 76:7 76:8,12 87:24 88:2,9,14,24 89:1 90:14,18,22 91:7 91:17,20,20,24 92:12,14,16,21 93:2,6 94:13,23,24 95:1,5 97:4 100:10,16 103:6 103:11 104:3,24 105:15,17 106:4 106:18,20,25 107:5,7,9,12 108:3 108:9 115:18,21 116:2,4,5 118:20 119:15,16,18,24 120:3 121:2 122:6 122:11 125:5 126:19,22 127:2,5 135:12,19 136:6,8 136:10 137:8 153:22 155:14 166:6,19 168:2,4,6 168:8,10 169:19 169:24 170:2,6 173:14 174:4,5,16 174:19,21 176:1 181:11,22 184:4 184:10 185:10 186:22 187:8,10 187:13,14 188:15 188:24,24 189:22 189:25 190:2,17 190:25 191:2,5,12 193:20 194:1,25 195:4,6,13,18,24 196:8,15,16,20,22	204:8,19 205:16 205:23 206:1,11 206:18,21 207:2 207:15 waters 129:3,4 189:9 watershed 95:8,20 100:20 101:20 146:25 wave 1:6 2:19 158:18 183:8,10 183:20 184:21,25 185:8,21,25 186:14 191:24 192:17 197:11 198:3,13 206:17 wave's 197:25 200:19,24 waves 181:18 way 9:23 17:3 18:20 21:13,20 24:23 25:8,23 28:9,14 31:20 43:16 51:20 55:18 55:25 63:10 71:8 76:7 78:6,14,16,17 78:19,23,24 79:1,5 80:1 85:5 87:16 88:23 90:10 92:21 98:5 101:5 103:6 106:13,14 108:13 114:17 127:3,3 129:19 131:23 139:5 140:24,24 141:2 143:9 147:7 147:21 148:17,19 149:9 154:6,24 161:1 164:13 172:3 179:10,10 180:2 181:14 186:13 187:2	189:22 194:8 195:17 196:16 201:10 207:15 ways 16:20 17:18 43:23 we've 3:10 7:24 48:6 84:2 129:13 137:15 158:18 179:15 191:6 193:9 201:1 205:9 weather 181:21 week 69:12 weight 56:4 weightbearing 55:4 went 4:11,13,16 8:14,16 15:24 21:17,18,19 36:14 56:4 61:9,12,17 68:25 71:2 84:11 85:18,19 86:3,11 88:14,14,15 116:16 131:23 147:5 153:22 163:21 178:8 195:25 201:5 west 65:17 82:17 102:15,22 104:22 106:12 wet 46:10 156:2 wetland 43:13 44:25 45:11 46:10 56:13 95:23 96:2 97:3 205:15 wetlands 43:9,11 43:18,22 44:3,7,10 44:17,22 45:2,19 46:2,8,25 47:7,15 47:18,21,24 52:2,3 52:5 57:9 58:13 58:14,25 81:21	96:8,10,18,25 97:2 97:7,8,12,22 98:4 98:16 100:4,12 131:25 132:4 196:19 204:12,15 205:7,11 whatsoever 113:15 115:18 129:11 131:18 wheel 54:11,13,17 54:20 169:6,7 wide 148:2,5,7 wider 148:12 width 148:8,16 149:2,3 wife 165:6 170:9 wild 163:6 wind 207:1,2 winyah 7:10 17:5 23:2 26:23 44:4 58:2 67:1 76:1 77:21 78:9 88:12 93:4 101:25 102:20 103:1,8,22 104:7,12 105:18 115:22 116:3 118:21 134:6 140:17 151:7 193:8 196:6 205:20 206:12 wish 32:8 130:23 witness 5:12,15 10:11 11:15 12:9 13:10 24:1 35:25 38:1 40:20 45:22 46:7 51:2,12 52:5 53:6 55:17,23 66:10 70:19 82:11 85:9 97:15,21 98:7,19 100:10 106:2 109:4 115:5
--	--	---	---

[witness - zoom]

Page 39

128:9,20 133:12 143:13 144:5 145:2 146:5 149:14,21 150:20 151:9,20 154:9,18 155:1,19 157:7 158:14 163:11 165:13 166:13 172:16 173:13 181:25 189:2 199:11 200:14 204:10,25 205:5 207:12 208:11 209:11 212:8,10 212:12,19 witnessed 116:25 word 144:14,16 words 84:11 106:5 155:10 186:25 187:14 work 4:8,11,25 6:19,23,24 7:9 35:19 36:18 40:25 47:14 88:17 92:3 92:25 93:14 98:11 98:14 99:1,10,11 99:11,14,18,19,22 99:22 100:8 107:20,23 113:16 126:8,9 127:15 129:1,18 131:25 142:25 143:11 149:11,15 150:1,3 150:9,10,12,15 151:21,22 worked 4:12,13,18 4:22 162:25 183:10 working 17:8 18:19 26:24 39:18 75:1 110:8 193:24	worse 13:7 48:2 67:20 worst 31:25 144:7 144:8 146:21 worth 38:5 wrap 48:13 66:5 200:22 write 16:7 114:16 writing 112:6 132:6 wrong 36:16 wrote 16:3 x x 61:18,21 63:5,16 64:3,24 210:1 211:1 xs 62:19 65:20 y y'all 32:2 70:10 132:18,18 yard 13:14 21:14 32:16 45:6 84:3 167:4,4 yards 182:4,4,8,13 184:11 192:15 195:9 196:14 yardstick 22:15 yeah 3:10 4:6 6:19 15:24 20:7 22:3 30:9 37:11,13 42:7 44:6,8 45:25 48:10 49:22 62:5 64:11,13,14,18 65:1,1,4,15 76:3 85:1 88:23 90:9 117:8 130:4 138:2 141:10 149:3 152:22 160:9,16 165:22 166:3 167:19 168:20	169:9 170:1,4,18 179:8 182:17 184:13 186:10 195:21 198:18,22 203:5 207:2,22 year 4:9,11 27:13 27:16 28:16,18 42:18 43:6,7 67:24 82:22 92:23 92:24,24 94:7 116:17,19 142:20 years 4:14 5:7,15 5:18 6:9 29:7 32:23 38:25 39:24 43:6 45:9 67:24 71:21 92:16 107:18 127:18 143:7 145:10,17 145:19 146:1 160:7 163:24 164:3,4,7,9 yellow 112:15,16 195:21,25 yep 65:7 157:21 z zero 166:14 167:3 zone 174:19 175:5 175:8 176:3 zoom 3:19 71:4 117:23 118:3
---	---	--

South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

Damage Disclosure Statement
Christmas v. County of Georgetown, et al.
CASE NO: 2020-CP-22-356

Description	Total
Damaged Hardscape	\$428,643
Damaged Pool	\$75,000
Damaged Outdoor Kitchen	\$15,000
Damaged AC Stand and Doors	\$14,000
Damaged Fence	\$24,000
Repairs to Christmas Property Subtotal	\$556,643
Repairs to Area Per Castles Scope	\$1,000,000 (EST)
Utilities	\$23,859
Pool Maintenance	\$17,820
Yard Maintenance	\$17,523
Insurance	\$46,200
Taxes	\$20,040
Loss of Use (Interest Value)	\$396,000
Loss of Use Subtotal	\$521,442
Engineering / Expert Investigation Fees:	
Castles Engineering	\$6,295
Attorney's Fees (as of 5/28/2021)	\$694,793
TOTAL:	\$2,779,173

EXHIBIT

CASTLES 1

Christmas-000031



June 29, 2021

Lucey Law Firm
Josh Evans, Esq.
P.O. Box 806
Mt. Pleasant, SC 29494

RE: Georgetown Flooding along Greenwich Street and Front Street

Dear Mr. Evans:

Castles Consulting and Forensics was asked to look at the flooding along Greenwich Street and Front Street where this area was being flooded during numerous high tide events, causing damage to the road and storm drainage systems, as well as surrounding properties in the immediate area.

I have looked at available data from SCDOT (owner of the roads), City of Georgetown (who owns East Bay Park) and Georgetown County (who leases East Bay Park from the City).

The roads were constructed in the late fifties by the SCDOT, and it appears little maintenance has been done to the roads since then except for the North End of Greenwich Street where it appears it was raised in the turn and overlapped with new asphalt. Based on the Construction Plans of road, the road was built based on a constant elevation of around 4.0 Elevation NAVD 88 Datum.

Georgetown County entered into a lease with the City of Georgetown to turn the area into a recreational area with ballfields, tennis courts, walking trail and area for car and boat trailer parking for the boat ramp across the street. There was also a metal building built as an all-purpose recreation center. There is a wetland located along Front Street that runs from Greenwich Street to East Bay Street. In early years, this whole area flooded at times including the peninsula across the street at the south end of the park. In the developing of the park, Georgetown County brought in hundreds of truckloads of dirt to raise the park, so it did not flood. There was even a "request for proposals" put out to engineering firms including a request "to look at and fill areas so the park would not flood." This was done by raising the ground and thereby forcing this water down towards the area of Front Street and Greenwich Street. The wetlands have also been altered where some of its depth for storm water storage was removed by either filling or just planting and mowing the grass causing this area to

2411 NORTH OAK STREET, SUITE 305-L, MYRTLE BEACH, SOUTH CAROLINA 29577
P: 843.445.1010 | F: 843.445.0969 | WWW.CASTLESENGINEERING.COM

EXHIBIT

CASTLES 2

Christmas-000036

R-1451

fill up and reduce its capacity to store water, thus pushing it into the road and onto adjacent properties.

Because of these actions and the continuous loading by the trucks hauling fill dirt, the roads at the intersection of Front Street and Greenwich Street have subsided from as much as 18" from design grade. The drainage system has also subsided by 12"-18". The last time I was out there, the flap valve on the end of the drainage line into the marsh at the end of Front Street was not sealing tight because water was backing up and coming out of the grates at the road before any water was overtopping the road. There had not been any rain for several days, so I know it was not from that.

This condition has led to significant damage to surrounding private homes and the inability to access them in times of emergency.

It is my professional opinion that it is too late to remove the dirt in the areas that were once receiving this overflow of water, but the following should be done:

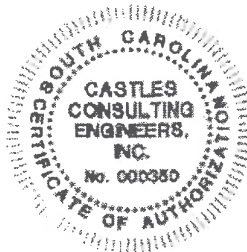
1. Rebuild road up to a minimum crown elevation of 4.0' from the high points on the north and south ends of Greenwich Street.
2. Rebuild the drainage along Front Street and Greenwich Street and the pipe and flap valve out into the marsh.
3. Taper pavement from Greenwich Street and Prince Street, down to Front Street and correct shoulders along Greenwich Street and Front Street.
4. Dig out part, or all, of the wetlands on the East Park along Front Street to create a lake or low point to catch any excess water that breaches the road during severe tide events and rain events where the water temporarily backs up and floods. In lieu of digging out the wetlands, a pump station could be installed at the corner of Front Street and Greenwich Street to handle the excess water.
5. Repairs to private homes and property damaged by flooding caused by City/County project.

This will not only protect the private property owners, but also the East Bay Park where tennis courts and parking lots have been built up as high as 3' above existing grade.

Sincerely,



Robert L. Castles, Jr.
PE SC 8626



Christmas-000037

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") shall be effective this 11 day of July, 2006, by and between the City of Georgetown ("City") and the County of Georgetown ("County").

WITNESSETH:

WHEREAS, City is the owner of certain property known as East Bay Park in the City of Georgetown, SC and further described on Exhibit A (the "Property") attached hereto and incorporated herein by reference; and

WHEREAS, City has agreed to lease, for public use only, all of its right, title and interest in Property to County subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, agreements and obligations of City and County herein contained, and other good and valuable consideration, the receipt and adequacy of which each acknowledges, City and County agree as follows:

1. Term. The term of the lease shall be for twenty years ("Term"), commencing on the 1st day of January 2006 (the Commencement Date) and subject to renewal as hereafter noted.
2. Renewal. This agreement shall be for one year and will renew annually, without notice or request by either party, unless either party provides written notice as prescribed in Paragraph 12 NO LATER THAN 31 OCTOBER of the current year of its intent to terminate this agreement.
3. Rent. Commencing on the Commencement Date, County shall pay City Rent (as herein after defined) at the address specified in Paragraph 17, or City may designate other such place. The Rent shall be \$1.00 per year.
4. End of Term. Upon expiration of the Term or other termination of this Agreement, County shall quit and surrender Property to City. All improvements to Property shall remain.
5. Maintenance. County shall be responsible for all maintenance and upkeep of Property. Property specifically excludes all roads surrounding Property.
6. Improvements/Demolition. Any improvements/demolition exceeding fifty thousand



City-00611

(\$50,000) dollars will have prior written approval from the City.

7. Insurance. County agrees to maintain, at its own expense, hazard insurance on the premises in an amount not less than the cash value of the entire building, and any other buildings or structures located on the athletic fields. Georgetown County shall pay for and maintain liability insurance covering all activities conducted on the premises with the minimum coverage of one million (\$1,000,000) dollars.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of South Carolina. Any litigation arising out of this agreement shall be resolved through the 15th Judicial Circuit Court of South Carolina in Georgetown County.

9. Relationship of Parties. The relationship between City and County shall always and only be that of lessor and lessee. County shall never at any time during the term of this Agreement become the agent of City, and City shall not be responsible for the acts or omissions of County, its employees, or agents.

10. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

11. Indemnification. The County indemnifies and holds the City, its officers, council members, agents and employees harmless from any liability, claim, cause of action, damages or payments arising from or out of or in connection with the use by the County, its agents, employees, or volunteers of the real property, facilities, or personal property of the County and/or the City pursuant to the terms of this agreement.

12. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

If to City, addressed to:

City of Georgetown
Post Office Drawer 939
Georgetown, SC 29442

If to County, addressed to:

Georgetown County
P. O. Box 421270
Georgetown, SC 29442

Notices shall be deemed to have been received on the date of receipt as shown

on the return receipt.

13. Waiver. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

14. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

15. Severability. If a provision hereof shall be finally declared void or illegal by any court or agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement to be signed and sealed the day and year first above written.

WITNESSES

Cynthia C. Howard

Ann U. Mercer

CITY OF GEORGETOWN

By: Alan G. Brown

It's: City Administrator

WITNESSES

[Signature]

Thomas E. Dwyer

COUNTY OF GEORGETOWN

By: Lee Henryway

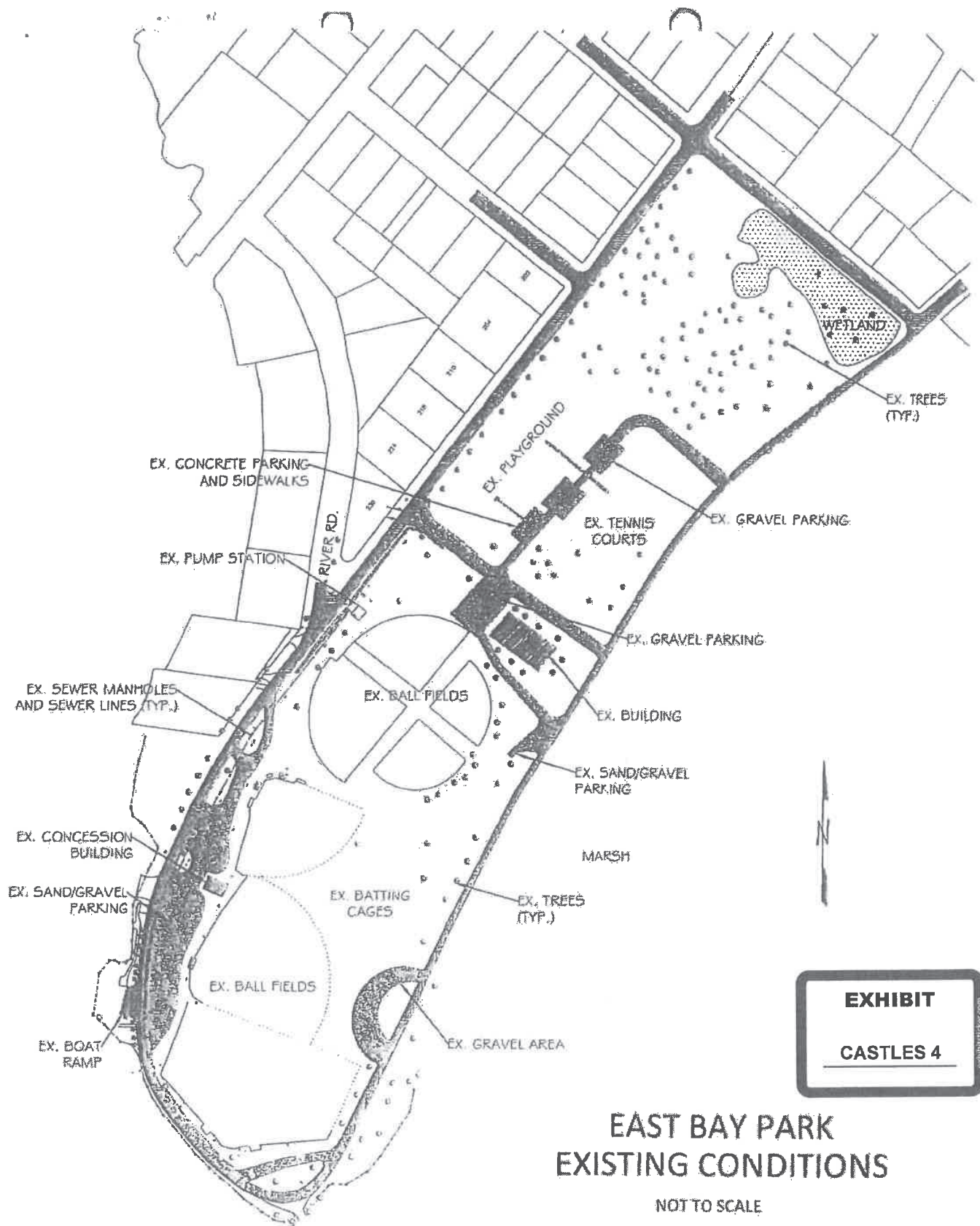
It's: Chairman

EXHIBIT A

The Property subject to this Agreement is located in the City of Georgetown and commonly known as East Bay Park. It is further defined as:

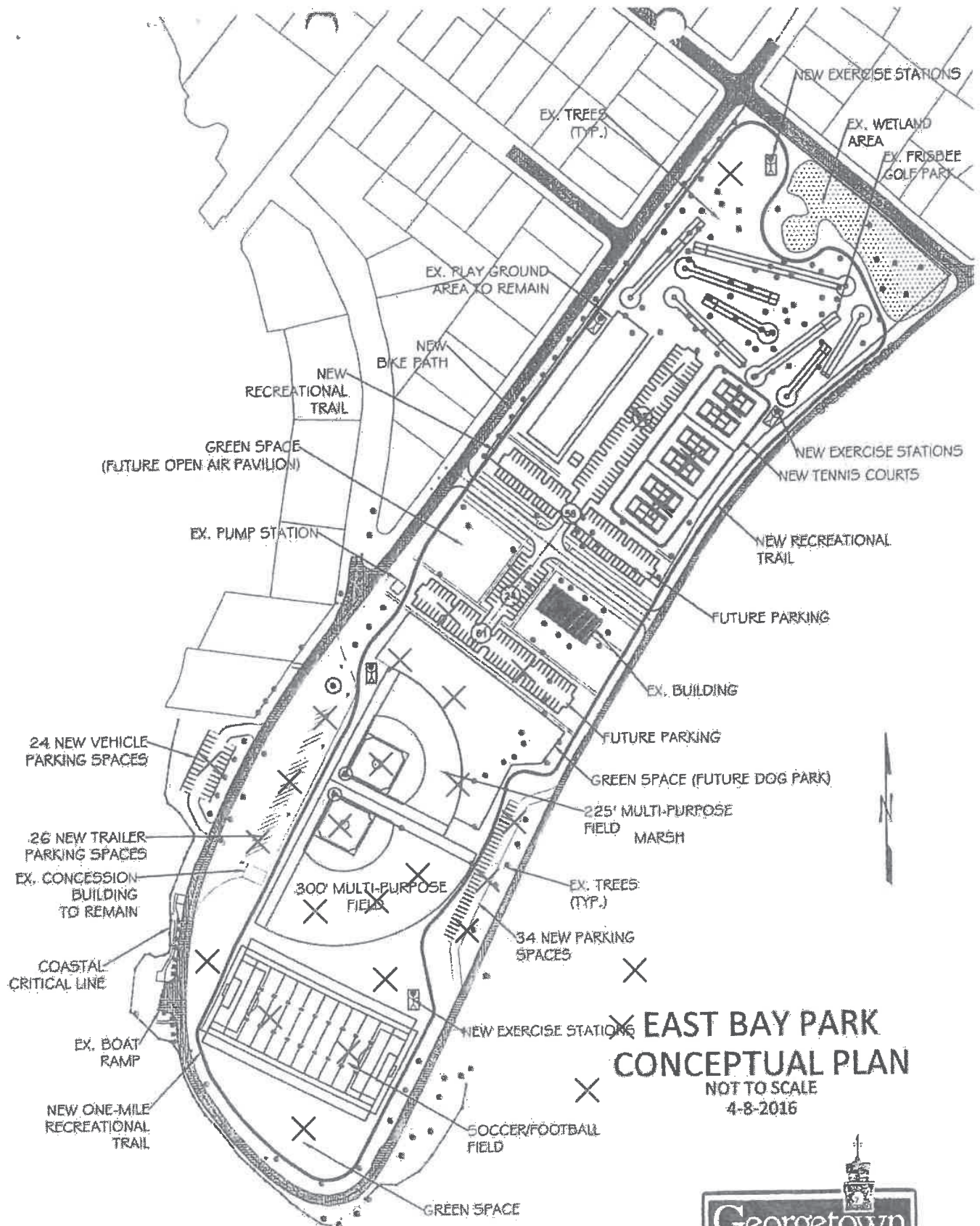
Land, facilities, recreational equipment, and improvements located within the confines of East Bay Park and circled by Greenwich Drive, Front Street, and East Bay Street in the City of Georgetown.

The Property specifically excludes the streets listed above that surround the Property.



City-00394

R-1457



City-00396

Exhibit 5

Exhibit #5

video dated October 1

This exhibit will be sent under separate cover.

If you ordered exhibits and did not receive this file, please contact cs-carolinas@veritext.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2018-CP-10-01494
	)	
MICHAEL S. WIGGINS,	)	
	)	ORDER GRANTING CITY OF
Plaintiff,	)	CHARLESTON'S MOTION FOR
	)	SUMMARY JUDGMENT
vs.	)	
	)	
CITY OF CHARLESTON,	)	
	)	
Defendant.	)	
_____	)	

This matter came before the Court on April 19, 2022 for a hearing on Defendant City of Charleston's Motion for Summary Judgment filed on March 2, 2022. The hearing was held via Web Ex and present in the Court were the Plaintiff's attorney Joshua P. Cantwell and the Defendant's attorney Phillip S. Ferderigos.

After reviewing the Motion for Summary Judgment, the Memorandum in Support of the motion and accompanying exhibits, the Plaintiff's Memorandum in Opposition and accompanying exhibit, the court filings and considering the arguments of counsel, the Court issues the following ruling:

The City of Charleston is entitled to summary judgment in its favor as a matter of law because Plaintiff's sole remaining claim for a violation of S.C. Code Ann. § 5-31-450 was impliedly repealed by the South Carolina Tort Claims Act.

PROCEDURAL HISTORY

Plaintiff filed a Summons and Complaint against the City of Charleston (hereinafter "the City") on March 26, 2018. Plaintiff alleged causes of action for 1) Inverse Condemnation; 2) Negligence/Gross Negligence; 3) Trespass; and 4) a Violation of S.C. Code Ann. §5-31-450. In

his Complaint, Plaintiff alleges he is the owner of residential property located at 2420 Thaxton Street, Charleston, South Carolina 29414. Plaintiff alleges Defendant City of Charleston is responsible for the city-wide Stormwater Management Plan, including its design, maintenance, repair, management, operation, improvement, planning, engineering, construction, service, and administration [Comp. ¶ 1-3], and that the City's drainage culvert, which was installed in 1956 and located on the west side of Plaintiff property, has caused damage to Plaintiff's property and home. [Comp. ¶ 4]. In response, the City filed a Motion to Dismiss and an Answer denying the Plaintiff's allegations on April 23, 2018.

On November 14, 2018, Judge R. Lawton McIntosh issued an Order dismissing Plaintiff's numerous claims, except for Plaintiff's claim for inverse condemnation "as set forth in South Carolina Code Ann. § 5-31-450." After the parties conducted discovery, the City moved for summary judgment on the grounds that S.C. Code Ann. § 5-31-450 was impliedly repealed by the South Carolina Tort Claims Act. Accordingly, the sole dispositive legal issue at bar is whether or not S.C. Code Ann. § 5-31-450 was impliedly repealed by the South Carolina Tort Claims Act or if the City may be liable to the Plaintiff for damages pursuant to South Carolina Code Ann. § 5-31-450.¹

SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate if "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP; Argoe v.

¹ The City's Motion for Summary Judgment was based on two grounds: 1) the City is entitled to summary judgment because any cause of action under S.C. Code Ann. § 5-31-450 was impliedly repealed by the subsequent enactment of the South Carolina Tort Claims Act; and 2) assuming *arguendo* that S.C. Code Ann. § 5-31-450 was not impliedly repealed by the South Carolina Tort Claims Act, summary judgment is proper because the Record is void of evidence that the City's drainage system cast water onto the Plaintiff's property and/or increases the amount of stormwater onto Plaintiff's property, as is required under such statute. The Court hereby solely addresses the City's first argument concerning the repeal of S.C. Code Ann. § 5-31-450, which is dispositive to the City's Motion for Summary Judgment. The Court declines to address the remaining factual issues and arguments set forth in the City's Motion for Summary Judgment and accompanying Memorandum.

Three Rivers Behavior Health, L.C.C., 392 S.C. 462, 710 S.E.2d 67 (2011). “In determining whether a genuine question of fact exists, the court must view the evidence and all inferences which can be reasonably drawn from the evidence in the light most favorable to the nonmoving party.” Faile v. S.C. Dep’t of Juvenile Justice, 350 S.C. 315, 323-24 (2002). Summary judgment is not appropriate when further inquiry into the facts of the case is needed to clarify the application of law. USSA Property and Cas. Ins. Co. v. Clegg, 377 S.C. 643, 653-54 (2008). Once the moving party has made and supported its motion, the responding party “must set forth specific facts showing that there is a genuine issue for trial.” Rule 56(e), SCRPC.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I hereby find and conclude as a matter of law that the City is entitled to summary judgment because any cause of action under § 5-31-450 was impliedly repealed by the subsequent enactment of the South Carolina Tort Claims Act.

In addressing the City’s Motion for Summary Judgment, the procedural history of this case is quite relevant. Significantly, the Order of Judge McIntosh dated November 13, 2018 dismissed all claims with the exception of “a single cause of action for inverse condemnation in accordance with S.C. Code Ann. § 5-31-450,” and found that the “remaining cause of action” to be “inverse condemnation as set forth in S.C. Code § 5-31-450.” In so doing, Judge McIntosh’s Order sets forth that the alleged violation of S.C. Code Ann. § 5-31-450 was the Plaintiff’s sole remaining claim for relief.²

² See Enoree Baptist Church v. Fletcher, 287 S.C. 602, 604, 340 S.E.2d 546, 547 (1986) (stating “One Circuit Court Judge does not have the authority to set aside the order of another.”); Cook v. Taylor, 272 S.C. 536, 538, 252 S.E.2d 923, 924 (1979) (stating “Judge Moore did not have the power to set aside the order of his predecessor [Internal Citations Omitted] and his order must be set aside.”).

Accordingly, based on Judge McIntosh's prior Order, the sole remaining claim is whether or not the City is liable to Plaintiff for his alleged damages to his property based upon South Carolina Code Ann. § 5-31-450, which states in part:

Whenever, within the boundaries of any municipality, it shall be necessary or desirable to carry off the surface water from any street, alley or other public thoroughfare along such thoroughfare rather than over private lands adjacent to or adjoining such thoroughfare, such municipality shall, upon demand from the owner of such private lands, provide sufficient drainage for such water through open or covered drains, except when the formation of the street renders it impracticable, along or under such streets, alleys or other thoroughfare in such manner as to prevent the passage of such water over such private lands or property.

Applying this statute, our courts have held that liability does not exist under §5-31-450 absent some affirmative act by the municipality which alters the course or increases the amount of stormwater runoff onto private property.³ "The statute does not make the municipality an insurer of the landowner against damage from surface water; it is only for such damage as results from the municipality's works that he may recover. Therefore, unless the landowner pleads and proves an overt act against the municipality proximately causing the damages complained of, there is no cause of action under the statute." Taleff v. City of Greer, 284 S.C. 510, 512, 327 S.E.2d 363, 364 (Ct. App. 1985). "Under this statute proof of negligence, in the usual sense of the word, in the design or construction of the drainage facilities installed by a municipality for the purpose of carrying off surface water along a street or other public thoroughfare is not an essential ingredient of the cause of action in favor of an adjacent landowner whose property has been damaged by surface water cast upon it as the result of such construction." Hall, 227 S.C. at 386, 88 S.E.2d at 251. This section apodictically contemplates positive action by a municipality to render it liable for damages. Brown, 251 S.C. at 225, 161 S.E.2d at 817; Hawkins, 594 S.E.2d at 565. In

³ See Brown v. Sch. Dist. of Greenville County, 251 S.C. 220, 225, 161 S.E.2d 815, 817 (1968) (holding that unless the landowner pleads and proves an overt act against the municipality proximately causing the damages complained of, there is no cause of action under the statute).

interpreting S.C. Code Ann. § 5-31-450, the South Carolina Supreme Court has held that, absent some affirmative act by the municipality which causes stormwater runoff to alter its course and enter private property or increases the amount of stormwater runoff onto the private property, the City has no obligation to take measures to prevent the passage of stormwater over private lands or property.⁴

In South Carolina, “the word ‘tort’ means nearly the same thing as civil wrong. It denotes an injury inflicted otherwise than by mere breach of contract; or, to be more nicely accurate, a tort is one’s disturbance of another in rights which the law has created, either in the absence of contract or in consequence of a relation which a contract has established between the parties.” Winthrop v. Allen, 116 S.C. 388, 392, 108 S.E. 153, 155 (1921). In the case at hand, to the extent S.C. Code Ann. § 5-31-450 liability arises from the statute itself, as is reflected in the present case, the statute sets forth a remedy for a civil wrong, which by definition is a civil tort. For a municipality like the City of Charleston, any tort action against a government is governed by the South Carolina Tort Claims Act.⁵ The Act governs all tort claims against governmental entities and is the exclusive

⁴ See Brown v. School District of Greenville County, 161 S.E.2d 815 (S.C. 1968) (City’s construction of a catch basin which mitigated the amount of stormwater runoff flowing onto the plaintiffs’ property held insufficient to maintain action under statute against the city, since whatever damages were suffered by the plaintiffs were not caused by any positive action taken by the city); Lail v. South Carolina State Highway Department, 136 S.E.2d 306 (S.C. 1964) (held that plaintiff must prove that the action(s) of the municipality increased flow of water onto plaintiffs land, and thus, the municipality was not liable for inverse condemnation where improvement did not change the capacity of the drainage); Taleff v. City of Greer, 327 S.E.2d 363 (S.C. Ct. App. 1985) (evidence that the City failed to accommodate a plaintiff by remedying a preexisting problem with surface water flowing through a culvert was insufficient to maintain a cause of action against the City under the statute).

⁵ The Tort Claims Act governs all tort claims against governmental entities and is the exclusive civil remedy available in an action against a governmental entity or its employees. See Murphy v. Richland Mem’l Hosp., 317 S.C. 560, 455 S.E.2d 688 (1995); Wells v. City of Lynchburg, 331 S.C. 296, 501 S.E.2d 746 (Ct. App. 1998). “The remedy provided by [the Tort Claims Act] is the exclusive civil remedy available for any tort committed by a governmental entity, its employees, or its agents except as provided in § 15-78-20(b) (Supp. 2002) (emphasis added). “[The Tort Claims Act] constitutes the exclusive remedy for any tort committed by an employee of a governmental entity.” S.C. Code Ann. § 15-78-20(a) (Supp. 2002) (emphasis added). According to the Act, “[n]otwithstanding any provision of law, this chapter, the ‘South Carolina Tort Claims Act,’ is the exclusive and sole remedy for any tort committed by an employee of a governmental entity while acting within the scope of the employee’s official duty.” S.C. Code Ann. § 15-78-200 (Supp. 2002) (emphasis added).

civil remedy available in an action against a governmental entity or its employees. Flateau v. Harrelson, 355 S.C. 197, 584 S.E.2d 413 (Ct. App. 2003). Under the Act, provisions establishing limitations upon and exemptions from liability of a governmental entity must be liberally construed to limit liability. Steinke v. South Carolina Dept. of Labor, Licensing and Regulation, 336 S.C. 373, 520 S.E.2d 142 (S.C. 1999). Based on Judge McIntosh's prior Order, which is the law of the case, the sole issue for this Court is whether or not S.C. Code Ann. § 5-31-450 was impliedly repealed by the South Carolina Tort Claims Act. This Court finds that, yes, the Tort Claims Act did impliedly repeal S.C. Code Ann. § 5-31-450.

South Carolina courts have previously examined conflicts between the Act and other statutes. In Benton v. Roger C. Peace Hospital, 443 S.E.2d 537 (S.C. 1994), the South Carolina Supreme Court was confronted with the issue of whether §33-55-220(a), which governs liability for charitable organizations, or the Act, applied when there was a conflict between two statutes. The court noted that the plain and unambiguous language of the Act specifically provided that it was the "exclusive civil remedy available for any tort committed by a governmental entity, its employees, or its agents except as provided in Section 15-78-70(b)." Id. at 538 (citing S.C. Code Ann. § 15-78-20). Thus, the Supreme Court found that since "the Act clearly states it provides the exclusive remedy for governmental torts such as those at issue here, the trial judge properly held the Tort Claims Act controls." Id.

Moreover, in Southeastern Freight Lines v. City of Hartsville, 443 S.E.2d 395 (S.C. 1994), the Supreme Court held that when two statutes are incapable of reasonable reconciliation, the latest statute passed repeals any earlier statute to the extent of repugnancy between the two statutes. Id. at 397. In Southeastern, the Supreme Court was confronted with the conflict between the provisions of the Act and the provisions of the Uniform Contribution Among Tortfeasors Act

which was subsequently enacted. Noting that apportioning liability as required by §15-78-100(c) of the Act was inconsistent with the unlimited, pro rata liability required by §15-38-20, the Supreme Court stated that the inconsistency between the two statutes could not reasonably be reconciled. Thus, the Supreme Court concluded that the Uniform Contribution Among Tortfeasors Act, which was enacted after the Act, impliedly repealed the provisions of the Tort Claims Act, which were inconsistent with it. Id.; see also City of Newberry v. Public Service Commission, 339 S.E.2d 124 (S.C. 1986) (“where two legislative acts are repugnant to, or in conflict with each other, the one last passed, *being the latest expression of the legislative will*, will, although it contains no repealing clause, govern, control, or prevail, so as to supersede and impliedly repeal the earlier act to the extent of the repugnancy.”).

Here, harmonizing the principles set forth in these cases, it is apparent that S.C. Code Ann. §5-31-450 sets forth a tort (civil wrong) and claim for relief based on a statute⁶ and the Act controls here. Like the charitable immunity statute at issue in Benton, Plaintiff’s basis for assessing liability against a governmental agency under §5-31-450 conflicts with the immunities set forth in § 15-78-60, since an entity can be liable under §5-31-450 and yet have immunities under §15-78-60, including those asserted against the City in this case. Under Benton, this provision of the Act controls over other conflicting relevant statutory remedies. Additionally, the unambiguous language of the Act dictates that it is the “exclusive remedy available for any tort committed” by the City to the plaintiffs. Under the analysis set forth in Southern Freight Lines, the provisions of the Act, which declare it to be the exclusive remedy for governmental agencies, controls since this

⁶ In contrast, inverse condemnation is not an action sounding in tort; rather, an “inverse condemnation action stems from the just compensation clauses of the United States and state constitutions.” An inverse condemnation “is not based on tort, but on the constitutional prohibition on the taking of property without compensation,” See Horry Cty. V. Ins. Res. Fund, 344 S.C. 493, 544 S.E.2d 637 (Ct. App. 2001); Hawkins v. City of Greenville, 358 S.C. 280, 290, 594 S.E.2d557, 562 (Ct. App. 2004); Vick v. S.C. DOT, 347 S.C. 470, 480, 556 S.E.2d 693, 699 (Ct. App. 2001).

Act was enacted in 1986, well after § 5-31-450 was enacted in 1902. Thus, the exclusive remedy of the Act controls the City's liability, and the Act necessarily impliedly repealed S.C. Code Ann. § 5-31-450.

For the reasons set forth above, I hereby find and conclude that S.C. Code Ann. § 5-31-450 was repealed by implication with the enactment of the South Carolina Tort Claims Act, and, therefore, the City is entitled to summary judgment on the Plaintiff's sole remaining claim for relief.

I HEREBY GRANT the City of Charleston's Motion for Summary Judgment on the grounds set forth above.

IT IS SO ORDERED!

R. Markley Dennis, Judge
Ninth Judicial Circuit



Charleston Common Pleas

Case Caption: Michael S Wiggins VS Charleston City of

Case Number: 2018CP1001494

Type: Order/Summary Judgment

R. Markley Dennis Jr., 2060

R. Markley Dennis Jr., 2060

Electronically signed on 2022-04-26 13:55:47 page 9 of 9

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

Kevin McKittrick and Christina McKittrick,)
Plaintiffs,)

Civil Action No. 2020-CP-10-4421

v.)

Tennyson at Park West Association, Inc.,)
Park West Master Association, Inc., the)
Town of Mount Pleasant, and)
Park West Development, Inc.,)
Defendants.)

**ORDER GRANTING
RULE 12 MOTIONS OF DEFENDANT
TOWN OF MOUNT PLEASANT**

This matter is before this Court on the Motion to Dismiss and Motion to Make More Definite and Certain and/or Motion to Strike filed by the Defendant Town of Mount Pleasant. With these Rule 12 motions, the Defendant Town seeks the following relief:

- (1) Dismissing the Third Cause of Action as pled in the Plaintiffs' Amended Complaint, pursuant to Rule 12(b)(6), SCRCP;
- (2) Making Paragraphs 50(j) and 50(k) set forth in the Plaintiffs' Amended Complaint more definite and certain or otherwise striking those subparagraphs from the Plaintiffs' Amended Complaint, pursuant to Rule 12(e) and Rule 12(f), SCRCP;
- (3) Striking the Plaintiffs' prayer for the recovery of punitive damages, attorney's fees, and pre-judgment interest from the Amended Complaint, pursuant to Rule 12(f), SCRCP; and
- (4) Striking the reference to joint and several liability as set forth in Paragraphs 7 and 33 of the Plaintiffs' Amended Complaint, pursuant to Rule 12(f), SCRCP.

A hearing was held on April 21, 2022, with counsel of record for the Plaintiffs and the Defendant Town present. After a review of the written submissions of the parties, the record presented, and

the oral arguments of counsel, this Court GRANTS the Defendant Town's motions as discussed below.

I. Introduction

This litigation involves the Plaintiffs' property located at 3512 Henrietta Hartford Place in the Park West neighborhood in the Town of Mount Pleasant. The Plaintiffs have generally alleged that the Defendants have failed to properly repair and maintain the stormwater drainage system within the Park West neighborhood and particularly that portion of the system that impacts their property. The Plaintiffs have alleged causes of action for negligence/gross negligence, breach of contract, a violation of S.C. Code Ann. § 5-31-450, and inverse condemnation. The Plaintiffs also pled a petition for a writ of mandamus.

II. Legal Analysis

A. Dismissal of Third Cause of Action

The Plaintiffs' Third Cause of Action alleges a violation of S.C. Code Ann. § 5-31-450, which is a statute that pre-dates the enactment of the South Carolina Tort Claims Act and the abrogation of sovereign immunity. The Defendant Town contends that S.C. Code Ann. § 5-31-450 was impliedly repealed by the adoption of the Tort Claims Act, which reinstated sovereign immunity then waived it with exceptions. This Court agrees.

By way of background, sovereign immunity as a common law doctrine was not abrogated until 1986, when the South Carolina Supreme Court decided the landmark case of *McCall v. Batson*, 285 S.C. 243, 329 S.E.2d 741 (1985). In response to the Supreme Court's abrogation of sovereign immunity in *McCall*, the General Assembly enacted the Tort Claims Act in 1986. With the Act, the legislature first reinstated sovereign immunity in full. This historical

background is well summarized by the South Carolina Supreme Court in its 1995 decision in *Murphy v. Richland Memorial Hospital*, 317 S.C. 560, 455 S.E.2d 688 (1995). The Supreme Court wrote:

Historically, all persons were barred from bringing tort claims against governmental entities. The doctrine of sovereign immunity began to come under fire as being "archaic and outmoded." The legislature subsequently passed various exceptions to the doctrine. We noted, however, the exceptions reflected "a scattered patchwork of sovereign liability that lack[ed] continuity, logic or fairness." Thus, in *McCall* we abolished the doctrine of sovereign immunity. In response to our decision in *McCall*, the legislature implemented a comprehensive act providing for the logical disposition of governmental liability. The Act first completely restores sovereign immunity. The Act then provides specific waivers and limitations on actions against governmental entities. Thus, the Tort Claims Act is a limited waiver of governmental immunity.

455 S.E.2d at 690. (Citations omitted).

In *McCall v. Batson*, *supra*, the Supreme Court recognized that "exceptions [to the doctrine of sovereign immunity] that have been carved out by the legislature reflect a scattered patchwork of sovereign liability that lack continuity, logic or fairness." 329 S.E.2d at 742. As the Defendant Town argues, S.C. Code Ann. § 5-31-450 is one example of the statutorily created "scattered patchwork of sovereign liability" referred to by the Supreme Court in *McCall*.

As discussed above, with the subsequent enactment of the Tort Claims Act in 1986, the General Assembly first reinstated sovereign immunity in full. That had the important effect of eliminating the "scattered patchwork of sovereign liability" that had been created by prior legislation passed to limit or ameliorate the effects of absolute sovereign immunity. The General Assembly then had a "clean slate" from that point forward on which to legislate the waivers and limitations to be placed on sovereign immunity. The legislature then proceeded to set forth specific waivers and limitations on sovereign immunity as reinstated. *See, Murphy v. Richland Memorial Hospital*, 317 S.C. 560, 455 S.E.2d 688 (1995) (as quoted above). In fact, S.C. Code

Ann. § 15-78-20(b) of the Tort Claims Act provides that "[t]he General Assembly in this chapter intends to grant the State, its political subdivisions, and employees, while acting within the scope of official duty, *immunity from liability and suit for any tort except as waived by this chapter.*" S.C. Code Ann. § 15-78-20(b). (Emphasis added). In effect, absolute sovereign immunity was no longer the law, but neither was the "scattered patchwork of sovereign liability" including the statute at issue, S.C. Code Ann. § 5-31-450. That "scattered patchwork" had been repealed.

The Supreme Court has explained that "[a] later statute on a given subject, not repealing an earlier one in terms, is not to be taken as a repeal by implication, unless it is plainly repugnant to the former, or unless it fully embraces the whole subject matter." *State v. Hood*, 181 S.C. 488, 188 S.E. 134, 136 (1936). There can be no question that the Tort Claims Act "fully embraces the whole subject matter" of governmental liability. The history set forth in *Murphy* shows that the Tort Claims Act was intended to reinstate sovereign immunity in full thereby eliminating the "scattered patchwork of sovereign liability" that preexisted it, which includes S.C. Code Ann. § 5-31-450. By fully embracing the whole subject matter, statutes such as S.C. Code Ann. § 5-31-450 were impliedly repealed. This is likewise evident from the express language of the Tort Claims Act providing that "[n]otwithstanding any provision of law, this chapter, the South Carolina Tort Claims Act, is the *exclusive and sole remedy* for any tort committed by an employee of a governmental entity while acting within the scope of the employee's official duty." S.C. Code Ann. § 15-78-200. (Emphasis added).¹ The use of phrase "notwithstanding any provision of law" compels the conclusion that the Tort Claims Act is the exclusive and sole

¹ Similarly, S.C. Code Ann. § 15-78-20(b) states that the Tort Claims Act is the "exclusive civil remedy available for any tort committed by a governmental entity, its employees, or its agents except as provided in § 15-78-70(b)." S.C. Code Ann. § 15-78-20(b). The exceptions as set forth in S.C. Code Ann. § 15-78-70(b) have no applicability here.

remedy regardless of any other provision of law, which would necessarily include S.C. Code Ann. § 5-31-450.

Although there is no South Carolina appellate decision addressing the implied repeal of S.C. Code Ann. § 5-31-450,² the federal courts have specifically looked at whether the Tort Claims Act impliedly repealed part of the "scattered patchwork of sovereign liability" referred to in *McCall*. Of particular significance is *Sadek v. Lambert*, 2014 WL 117671 (D.S.C. 2014), in which United States District Judge Terry Wooten adopted a magistrate judge's report and agreed with the very analysis offered by the Town of Mount Pleasant in the present case, except that Judge Wooten was addressing the implied repeal of S.C. Code Ann. § 16-5-60, which is another statute from the 1870s that can be described as archaic.³ Judge Wooten concluded that "the Tort Claims Act impliedly repealed § 16-5-60." 2014 WL 117671, *3. The federal court determined that S.C. Code Ann. § 16-5-60 is irreconcilable with the Tort Claims Act. The court recognized

² See, *Kubric v. MERSCORP Holdings, Inc.*, 416 S.C. 161, 785 S.E.2d 595, 598 (2016) ("Although our Court has held that 'important questions of novel impression should not be decided on a motion to dismiss,' this general rule does not apply when the determinative facts are not in dispute. Where, as here, the question is one of simple statutory construction, a trial court should not deny a meritorious motion merely because the question is one of first impression"). (Citation omitted).

³ S.C. Code Ann. § 16-5-60 made a county strictly liable for any violation of a citizen's political rights that occurred within the county. See, *Brazzill v. Lancaster County*, 132 S.C. 347, 128 S.E. 728 (1925). The statute, as enacted in 1871, provided:

Any citizen who shall be hindered, prevented or obstructed in the exercise of the rights and privileges secured to him by the Constitution and laws of the United States or by the Constitution and laws of this State or shall be injured in his person or property because of his exercise of the same may claim and prosecute the county in which the offense shall be committed for any damages he shall sustain thereby, and the county shall be responsible for the payment of such damages as the court may award, which shall be paid by the county treasurer of such county on a warrant drawn by the governing body thereof.

S.C. Code Ann. § 16-5-60.

that “the Tort Claims Act expressly and completely restores sovereign immunity” which is “incapable of reconciliation with § 16-5-60’s unlimited waiver of a county’s immunity from suit based on wrongful acts of third parties.” *Id.* Judge Wooten also explained that “the Tort Claims Act provides for limited liability of a governmental entity for the wrongdoing of its own employees whereas § 16-5-60 contrarily provides for unlimited and strict liability of a county for the acts of others. Such a result is contrary to both the plain language of the Tort Claims Act and the recorded legislative intent of the Act.” *Id.* Ultimately, the federal court ruled “that § 16-5-60, enacted to provide strict liability of counties for constitutional torts committed by others, is repugnant to and therefore was impliedly repealed by the South Carolina Tort Claims Act’s complete restoration of sovereign immunity and limited waiver for certain torts committed by governmental employees. The plaintiff’s cause of action against York County under § 16-5-60 therefore fails to state a claim upon which relief can be granted.” 2014 WL 117671, *6.⁴

As reflected by Judge Wooten's analysis in *Sadek v. Lambert*, this Court finds that the position taken by the Defendant Town in the case at bar is a correct one. With the adoption of the Tort Claims Act and its restoration of sovereign immunity in full followed by a limited waiver, the "scattered patchwork of sovereign liability" from pre-Tort Claims Act times was wiped clean. Thus, this Court concludes as a matter of law that S.C. Code Ann. § 5-31-450, as part of that archaic "scattered patchwork," was impliedly repealed. For that reason, the Plaintiffs' Third Cause of Action is dismissed. This Court's ruling does not, however, effect or preclude the Plaintiffs' from proceeding at this stage with their pending cause of action under the Tort Claims

⁴ Other federal judges have addressed the same issue and agree with Judge Wooten’s analysis. *See, Doe v. Charleston County Sheriff’s Office*, 2018 WL 4224063 (D.S.C. 2018) (Judge Richard Gergel); *Doe v. McGowan*, 2017 WL 659938 (D.S.C. 2017) (Judge Richard Gergel); *Mial v. Charleston County Sheriff’s Department*, 2018 WL 4725288, *adopted in* 2018 WL 4701366 (D.S.C. 2018) (Judge Joseph F. Anderson, Jr.).

Act for negligence/gross negligence. That cause of action will be adjudicated under the terms and limitations of the Tort Claims Act.

B. Motion to Make More Definite and Certain and/or Motion to Strike

The Defendant Town also filed a Motion to Make More Definite and Certain and/or Motion to Strike seeking an order making Paragraphs 50(j) and 50(k) set forth in the Plaintiffs' Amended Complaint more definite and certain and/or otherwise striking those subparagraphs from the Amended Complaint. Paragraphs 50(j) and 50(k) of the Amended Complaint are pled as part of the cause of action for negligence/gross negligence. Paragraph 50(j) alleges only that the Defendant Town is negligent or grossly negligent "in all other particulars to be revealed during the discovery process and trial." Similarly, Paragraph 50(k) alleges just a recitation of the reasonable man standard. The Defendant Town argues that Paragraphs 50(j) and 50(k), as presently drafted, are essentially "catch-all" allegations of negligence/gross negligence and fail to provide the Defendant Town fair notice of specific allegations of negligence/gross negligence upon which a defense must be prepared and presented. The Court agrees with the Defendant Town's position. In *Watts v. Metro Security Agency*, 346 S.C. 235, 550 S.E.2d 869 (Ct. App. 2001), the Court of Appeals explained:

The purpose of a pleading is fair notice to the opponent and the court. In this state, Rule 8, SCRCP, mandates that a pleading contain "ultimate facts" rather than "evidentiary facts" to state a cause of action. Ultimate facts fall somewhere between the verbosity of "evidentiary facts" and the sparsity of "legal conclusions."

550 S.E.2d at 871. This Court concludes that Paragraphs 50(j) and 50(k) do not state any ultimate facts and thus fail to satisfy the purpose of notice pleading consistent with Rule 8, SCRCP. The Plaintiffs did not cite any need to make Paragraphs 50(j) and 50(k) more definite and certain, and as a result, those allegations are stricken from the Amended Complaint. In the

event discovery reveals any additional particulars of negligence/gross negligence that are not already pled in Paragraph 50, the Plaintiffs are not precluded from seeking to amend under Rule 15(a), SCRCP.

C. Striking of Punitive Damages, Attorney's Fees, and Pre-Judgment Interest

In their Amended Complaint, the Plaintiffs seek the recovery of punitive damages, attorney's fees, and pre-judgment interest against the Defendant Town. Punitive damages and pre-judgment interest are not recoverable against a governmental entity pursuant to the South Carolina Tort Claims Act. *See*, S.C. Code Ann. § 15-78-120(b). Likewise, attorneys' fees are not recoverable under the Tort Claims Act. *See, Knoke v. South Carolina Department of Parks, Recreation and Tourism*, 324 S.C. 136, 478 S.E.2d 256 (1996). Accordingly, at the hearing, the Plaintiffs consented to striking the prayer for punitive damages, attorney's fees, and pre-judgment interest against the Defendant Town only.

D. Striking of References to Joint and Several Liability

Lastly, the Defendant Town requests that the Court strike the Plaintiffs' references to joint and several liability as set forth in Paragraphs 7 and 33 of the Amended Complaint. The Plaintiffs' allegations of joint and several liability against the Town are prohibited by the provisions of the Tort Claims Act, specifically S.C. Code Ann. § 15-78-100(c), which limits the liability of governmental defendants to their own proportion of fault and is inconsistent with notions of joint and several liability. Accordingly, at the hearing, the Plaintiffs consented to the requested relief and therefore agreed that the Town may not be held jointly and severally liable under the Tort Claim Act.

III. Order

IT IS, THEREFORE, ORDERED that the Defendant Town's Motion to Dismiss is granted such that the Plaintiffs' Third Cause of Action is dismissed with prejudice as a matter of law.

IT IS FURTHER ORDERED that the Defendant Town's Motion to Make More Definite and Certain and/or Motion to Strike is hereby granted, and Paragraphs 50(j) and 50(k) are stricken from the Amended Complaint.

IT IS FURTHER ORDERED that the prayer for punitive damages, attorney's fees, and pre-judgment interest in the Plaintiffs' Amended Complaint are hereby stricken as to the Defendant Town only.

IT IS FURTHER ORDERED that the Plaintiffs' references to joint and several liability as set forth in Paragraphs 7 and 33 of the Amended Complaint are hereby stricken as to the Defendant Town only.

AND IT IS SO ORDERED.

BENTLEY D. PRICE
Presiding Judge,
Ninth Judicial Circuit



Charleston Common Pleas

Case Caption: Kevin Mckittrick , plaintiff, et al VS Tennyson At Park West Association Inc , defendant, et al

Case Number: 2020CP1004421

Type: Order/Other

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2022-06-04 10:27:07 page 10 of 10

Certificate of Counsel

Appellant's undersigned counsel certifies that, in accordance with Rule 210(g), SCACR, this **Record on Appeal** contains all material proposed to be included by any of the parties and not any other material.

RECEIVED

Dec 06 2024

SC Court of Appeals

Charleston, South Carolina
December 6, 2024

Respectfully Submitted,

JUSTIN O'TOOLE LUCEY, P.A.

/s/Justin Lucey

Justin O'Toole Lucey (SC Bar No.: 15438)

Sohayla R. Townes (SC Bar No.: 102814)

415 Mill Street

Mount Pleasant, SC 29464

Telephone: (843) 849-8400

Attorneys for Appellant