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Feb 17 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable James E. Chellis, Master In Equity

Appellate Case No. 2024-000430
Lower Court Case No. 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown, Respondents,

v.

George B. Corrie, II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees, Defendants,

Of which George B. Corrie, II and Shawna Corrie are the Appellants.

REVISED RECORD ON APPEAL

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Attorney for Respondents

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George B. Corrie, II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees, Defendants,

Of which George B. Corrie, II and Shawna Corrie are the Appellants.

REVISED RECORD ON APPEAL

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expenses and attorneys' fees.

WE SO STIPULATE:

BUIST, BYARS & TAYLOR, LLLC

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Attorney for Plaintiff

October 8, 2021
Mt. Pleasant, South Carolina

PIERCE SLOAN KENNEDY & EARLY LLC

By: /s/ William P. Early
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willearly@piercesloan.com
Counsel for the Defendant Named Herein

October 8, 2021
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 Sinclair Brown, Jr. and Joetta A. Brown,)
)
 Plaintiffs,)
)
 vs.)
)
 George B. Corrie, II, Shawna Corrie, Anthony)
 Wayne All, Sandra Rae All, Paul W. Jones,)
 Madelyn W. Jones, Keith A. Murray,)
 Stephanie L.R. Murray, Dollar Bank Federal)
 Savings Bank, The Bank of South Carolina,)
 John Doe and Mary Roe, fictitious names)
 Representing all unknown person who may)
 Claim any right, title or interest or lien upon the)
 subject real estate, as well as anyone who may)
 be incompetents, in the military, or under any)
 legal disability, and Richard Roe and Sarah)
 Doe, fictitious names representing all)
 Unknown heirs and devisees,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 FOR THE FIRST JUDICIAL CIRCUIT
 C/A NO.: 2020-CP-18-01535

STIPULATION OF DISMISSAL
 AND STIPULATION OF CONSENT

**STIPULATION OF DISMISSAL WITH PREJUDICE AND STIPULATION OF
 CONSENT OF THE
 DEFENDANTS ANTHONY WAYNE ALL AND SANDRA RAE ALL**

Pursuant to Rule 41(a)(1), of the South Carolina Rules of Civil Procedure, Plaintiffs, through undersigned counsel, hereby stipulate and agree to dismiss all claims of Sinclair Brown, Jr. and Joetta A. Brown, against Defendants Anthony Wayne All and Sandra Rae All with prejudice. The Defendants Anthony Wayne All and Sandra Rae consent to the relief requested by the Plaintiffs in quieting title to the real property as described in their Complaint. Each party to bear its own costs, expenses and attorneys' fees.

WE SO STIPULATE:

BUIST, BYARS & TAYLOR, LLC

By: /s/ G. Hamlin O'Kelley, III
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Attorney for Plaintiff

April 4, 2022
Mt. Pleasant, South Carolina

SMITH CLOSSER WHEELER, P.A

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Counsel for the Defendants Named Herein

April 4, 2022
Charleston, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) CASE NO. 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,)
Plaintiffs,)

v.)

George B. Corrie, II, Shawna Corrie,)
Anthony Wayne All, Sandra Rae All, Paul)
W. Jones, Madelyn W. Jones, Keith A.)
Murray, Stephanie L. R. Murray, Dollar)
Bank Federal Savings Bank, The Bank of)
South Carolina, John Doe and Mary Roe,)
fictitiousnames representing all unknown)
persons who may claim any right, title or)
interest or lien upon the subject real estate,)
as well as anyone who may be incompetents,)
in the military, or under any legal disability,)
and Richard Roe and Sarah Doe, fictitious)
names representing all unknown heirs and)
devisees,)
Defendants.)

**STIPULATION AS TO WAIVER
OF DEFAULT BY DEFENDANT
THE BANK OF SOUTH CAROLINA
AND CONSENT TO ORDER OF
REFERENCE TO THE MASTER IN
EQUITY FOR DORCHESTER COUNTY**

WHEREAS, Defendant The Bank of South Carolina (“BKSC”) is a party to this action by virtue of its mortgage encumbering the real property that is the subject of Plaintiffs Sinclair Brown, Jr. and Joetta A. Brown’s (the Browns) declaratory judgment action; and

WHEREAS, the Browns stipulate and waive any default by BKSC in the late filing of BKSC’s Answer to the Browns’ Summons and Complaint; and

WHEREAS, the BKSC consents to the Brown’s Motion for Reference of this action to the Master in Equity for Dorchester County, South Carolina; and

This Stipulation is being executed by counsel for Defendant BKSC and Plaintiffs the Browns.

WE SO STIPULATE:

Charleston, South Carolina
November 29, 2022

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**ATTORNEY FOR DEFENDANT
THE BANK OF SOUTH CAROLINA**

Mt. Pleasant, South Carolina
November 29, 2022

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**ATTORNEYS FOR PLAINTIFFS
SINCLAIR BROWN, JR. AND
JOETTA A. BROWN**

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 Sinclair Brown, Jr. and Joetta A. Brown,)
)
 Plaintiffs,)
)
 vs.)
)
 George B. Corrie, II, Shawna Corrie, Anthony)
 Wayne All, Sandra Rae All, Paul W. Jones,)
 Madelyn W. Jones, Keith A. Murray,)
 Stephanie L.R. Murray, Dollar Bank Federal)
 Savings Bank, The Bank of South Carolina,)
 John Doe and Mary Roe, fictitious names)
 Representing all unknown person who may)
 Claim any right, title or interest or lien upon the)
 subject real estate, as well as anyone who may)
 be incompetents, in the military, or under any)
 legal disability, and Richard Roe and Sarah)
 Doe, fictitious names representing all)
 Unknown heirs and devisees,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOR THE FIRST JUDICIAL CIRCUIT
 C/A NO.: 2021-CP-18-01535

**CONSENT ORDER
 OF REFERENCE**

THIS MATTER comes before me upon Motion of the Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown, by and through their undersigned counsel, G. Hamlin O’Kelley, III, by way of consent from Jackie H. Egan, counsel for the Defendants, George B. Corrie, II and Shawn Corrie, by way of consent from Adam E. Barr, Guardian ad Litem, by way of consent from Larry D. Choen, counsel for Defendant, The Bank of South Carolina, and by way of David L. Little, Jr., counsel for Defendant, Madelyn W. Jones, for an Order To Appoint The Honorable James E. Chellis, Master in Equity for Dorchester County, for determination of all outstanding issues and a final hearing on the merits, with any appeal directly to the South Carolina Court of Appeals. Therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that this matter is referred to The Honorable James E. Chellis for determination of all outstanding issues and a final hearing on the merits, with any appeal directly to the South Carolina Court of Appeals, and

IT IS SO ORDERED!

Presiding Circuit Court Judge or Clerk
of Court for the First Judicial Circuit

November ____, 2022
St. George, South Carolina

WE SO MOVE AND CONSENT:

BUIST, BYARS & TAYLOR, LLC

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Guardian ad Litem

SAXTON & STUMP

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LARRY D. COHEN, LLC

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***Attorney for Defendant Bank of South
Carolina***

LAW OFFICE OF DAVID L. LITTLE, JR.,
LLC

November 30, 2022

By: /s/ David L. Little, Jr.
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Attorney for Defendant Madelyn W. Jones



Dorchester Common Pleas

Case Caption: Sinclair Brown Jr , plaintiff, et al VS George B Corrie II , defendant, et al
Case Number: 2021CP1801535
Type: Order/Referred to Master or Special Referee

It is so Ordered!

s/Diane S. Goodstein

Electronically signed on 2022-11-30 12:39:01 page 4 of 4

ELECTRONICALLY FILED - 2022 Nov 30 12:56 PM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

MotionFORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,

George B. Corrie, II et al.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: G. Hamlin O'Kelley, III, Esq.

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: Motions for Summary Judgment heard today were denied.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Dorchester Common Pleas

Case Caption: Sinclair Brown Jr , plaintiff, et al VS George B Corrie II , defendant, et al
Case Number: 2021CP1801535
Type: Master/Order/Form 4

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078

Electronically signed on 2023-09-25 11:21:27 page 4 of 4

ELECTRONICALLY FILED - 2023 Sep 25 11:50 AM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
EQUITY DIVISION
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiffs,

vs.

FINAL DECREE

George B. Corrie, II, Shawna Corrie,
Anthony Wayne All, Sandra Rae All, Paul
W. Jones, Madelyn W. Jones, Keith A.
Murray, Stephanie L.R. Murray, Dollar
Bank Federal Savings Bank, The Bank of
South Carolina, John Doe and Mary Roe,
fictitious names representing all unknown
persons who may claim any right, title or
interest or lien upon the subject real
estate, as well as anyone who may be
incompetents, in the military, or under any
legal disability, and Richard Roe and
Sarah Doe, fictitious names representing
all unknown heirs and devisees,

Defendants.

ALSO PRESENT:

Shawna Corrie, Defendant

HEARING DATE: Monday, October 16, 2023

Honorable James Chellis
Dorchester County Courthouse
5200 East Jim Bilton Boulevard
Saint George, SC 29477

REPORTED BY: Ashley Manini

Plaintiffs: Sinclair Brown, Jr. and Joetta A. Brown
Defendants: George B. Corrie and Shawna Corrie
Case Number: 2021CP1801535
Final Decree:

ON BEHALF OF PLAINTIFFS SINCLAIR BROWN, JR., AND
JOETTA A. BROWN:
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ON BEHALF OF DEFENDANTS GEORGE B. CORRIE, II, AND
SHAWNA CORRIE:
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ON BEHALF OF DEFENDANT MADELYN W. JONES:
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Saint George, SC 29477
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INTRODUCTION

This case is a dispute between two (4) landowners, who own 2 contiguous parcels. The Plaintiffs Brown are co-tenants to one parcel. The Defendants Corrie are co-tenants to the other parcel. The two (2) parcels derive from a common owner, Defendants Jones¹. The Plaintiffs Brown and Defendants Corrie share a common boundary.

In 2005 the Defendants Jones subdivided a sixty-seven plus (67.134) acre tract of land into Five (5) parcels. They commissioned a surveyor to survey and plat the subdivision. Four of the parcels are lots. The fifth parcel is the residual tract from an original tract of 67.134 acres. The Jones sold the subdivided 4 lots by reference to the same plat to different purchasers. These 4 lots are on a public highway.

Upon her husband's death, Mrs. Jones held the title to the residual tract. After his death, Mrs. Jones conveyed the residual acreage, expressly stating her conveyance is less and excepting the 4 lots previously conveyed pursuant to the subdivision plat².

¹ Paul Jones is deceased.

² The description takes exception to another lot that is not shown on the subdivision tract and conveyed to a third party prior to the subdivision.

A peculiar feature on the subdivision plat is the description, "Proposed Pond," which is drawn on the plat. The backlines of 3 lots are within the lines of the "Proposed Pond." The fourth lot's back corner notches the residual parcel, nonetheless, within the lines of the "Proposed Pond."

The Jones described each of the 4 parcels as acreage adding the parenthetical phrase set off by commas, "[.xx'] acres pond," as shown on the subdivision plat. Then the Jones state, "said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear."

The "Proposed Pond" exists as a body of water at the back of the four (4) lots fronting on the public highway.

Access to the residual tract is by way of a "flagpole" strip aside one parcel. The Defendants Corrie own the residual tract, which is described below. They acquired it from a previous owner, Defendants All, who acquired the property directly from the Mrs. Jones. The Plaintiffs Brown own Lot 3, which is described below, having acquired it, too, from an owner who had purchased directly from the Jones, Defendants Murray.

After the Defendants Corrie bought the property in 2021, they built a fence on their property along the property line that is common with lots along the public road. The fence does not tie into the common corner of the notch on the fourth lot.

The owners of the three lots, whose access to the pond the Defendants Corrie cut off by the fence, were not pleased with the fence. The Browns sought the advice of a lawyer. This action ensued.

The Jones' subdivision leaves much to be desired. The conveyances of the four parcels are not impressed with express covenants. The uses and purposes of the "Proposed Pond" are not defined by covenant. But the "Proposed Pond" indeed was dug and is now a body of water - a pond.

Inevitably, as time inexorably goes on, a dispute between property owners of the residual parcel and one or more of the lot owners over rights in and to the pond, which is an attractive amenity to a few acres in the country, arises. So, when express agreements are not available to establish the rights between adjoining landowners, who derive the property from a common

source, this Court is called upon, inevitably, to sort the rights out and establish them according to 'what the law' says.

This Court is not aware of any statute, which addresses the facts at hand, from a civil law perspective. But, in South Carolina, several cases with similar, but not exact fact patterns, have made their way to our Supreme Court. So, this Court looks to those cases to declare the property rights between the parties as they relate to the pond, which is the one amenity that influenced the actions of the Corries and the Browns.

To arrive at a meaningful declaration of rights, however, this Court will first summarize the proceedings. Then the Court will make findings of fact based on the evidence presented to it. Given the facts before it, the Court will draw conclusions of law. From the facts and the law, the Court will issue its order that declares the rights of the parties under the circumstances here.

Procedural Summary

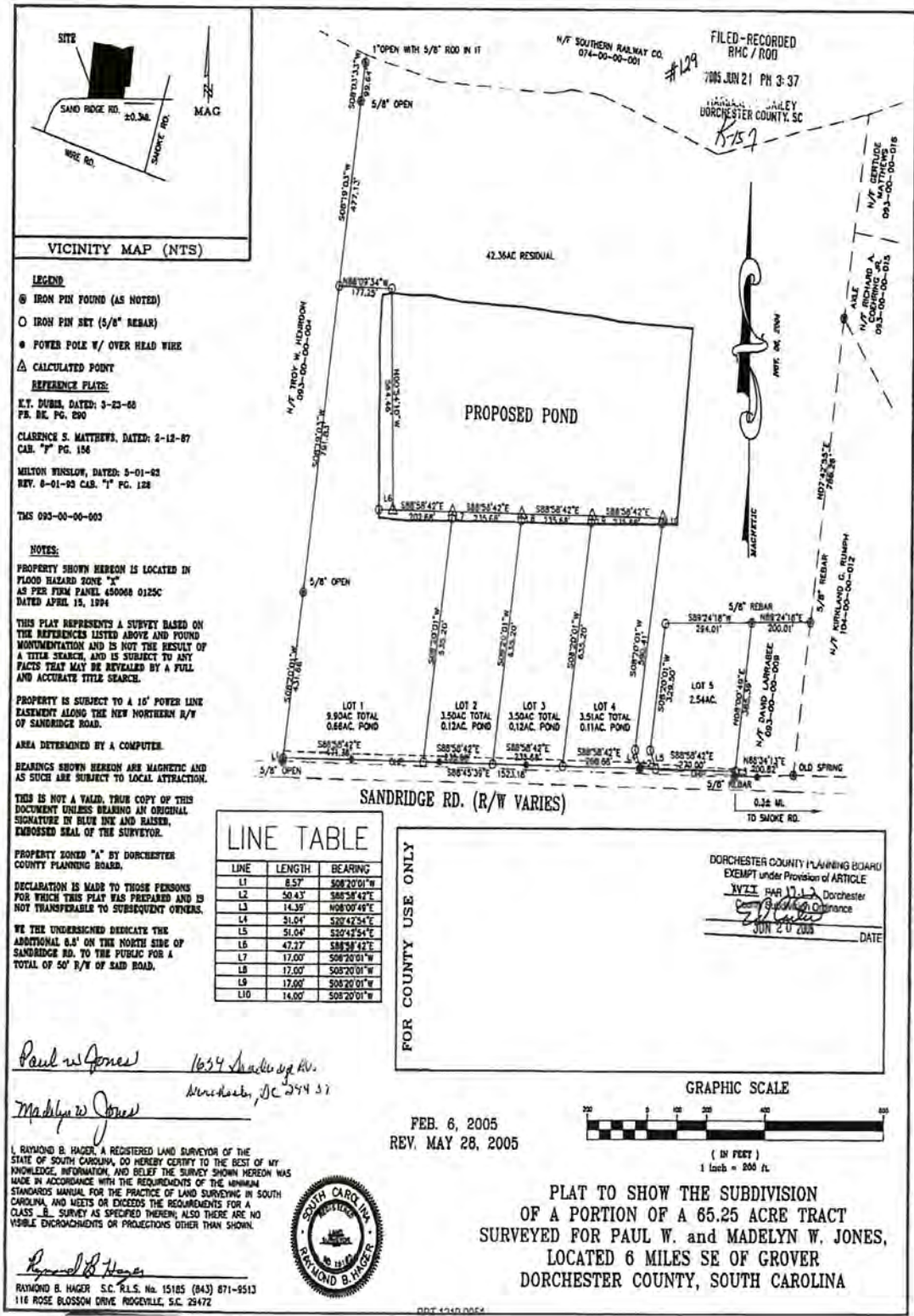
On November the 29th 2022, the Honorable Diane S. Goldstein referred this case to me with the directive to determine all outstanding issues by way of a final hearing on the merits and issue an order with any appeal directly to the South Carolina Court of Appeals. At the time the case came within this Court's jurisdiction all the pre-trial procedural matters had been disposed with exception of cross motions for summary judgment by the only remaining parties, the Plaintiffs Brown and the Defendants Corrie. This Court denied the motions for Summary Judgment. The case came to be tried by me on October 16, 2023.

Plaintiff brought this action pursuant to the provisions of the South Carolina Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, et seq. to obtain a declaration of the rights, status, and other legal relationships of the Browns and the Corries in respect to the real estate herein described. Plaintiff's complaint also asks for relief from Defendants Corries' alleged trespass and nuisance arising from the Defendant's erection of a fence across the back of their property interfering in the Plaintiff's quiet enjoyment of their property.

Prior to the case proceeding to trial, the Defendants All, and Defendants Murray, were dismissed. The Plaintiff's lender did not file and answer. The Defendants Corrie's lender filed an answer but did not appear. Otherwise, the appearances are noted above.

FINDINGS OF FACT

1. On June 21, 2005, Paul W. Jones And Madelyn W. Jones filed or caused to be filed in the Office of the Register of Deeds for Dorchester County (ROD) a plat of survey they commissioned by Hager G. Metts (the Metts Plat)³. The Metts Plat (Exhibit 1) is as follows:



5. On March 10, 2011, Keith A. Murray and Stephanie L.R. Murray recorded a deed of conveyance of real property they bought for the sum of Forty-two Thousand (\$42,000.00) from Madelyn W. Jones and Paul W. Jones on February 23, 2011⁶. The Jones formerly described the property, as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Being a portion of the same property conveyed to Paul W Jones and Madelyn W Jones herein by deed of Harold G. Fee, Jr., and Jo K. Fee dated March 23, 1990 and recorded in the RMC Office of Dorchester County in Book 734, page 67.

Exhibit 5.

2. On March 27, 2014, Keith A. Murray and Stephanie L.R. Murray conveyed the same real property to the Plaintiffs for Forty Thousand (\$40,000.00)⁷. The Murrays described the real property as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Keith A. Murray and Stephanie L.R. Murray herein by deed of Paul W Jones and Madelyn W Jones dated February 23, 2011 and

⁶ Recorded in Book 7897, at page 276, ROD. This deed was subsequently recorded again to correct a typographic error in the TMS.

⁷ Recorded in Book 9229, at page 21, ROD on April 1, 2014.

recorded in the RMC Office for Dorchester County in Book 7824, page 257 and rerecorded in Book 7897, page 274, aforesaid records.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC⁸ for Dorchester County, South Carolina.

TMS Number: 093-00-00-025

(hereafter Lot 3). Exhibit 4

3. The Plaintiffs purchased Lot 3 pursuant to the Metts plat.
4. On July 25, 2018, Madelyn W. Jones conveyed the residual property shown on the Metts plat to Anthony Wayne All and Sandra Ray All. Mrs. Jones formerly described the property as

All that certain piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, measuring and containing 67.134 acres, more or less, butting and bounding now or formerly according to the Plat hereinafter referenced as follows: North by lands of Southern Railroad; East by lands of Winston W. Rumph and Mary Lee Hall; South by the Rosses Road; and West by lands of J.B. Rumph, Jr. and designated as Tract 1-B, Harold and Jo K. Fee, on a plat by Clarence S. Matthews, RLS dated February 12, 1987, said plat being recorded in the ROD Office for Dorchester County in Plat Cabinet F at Page 156 and by reference incorporated herein and made a part hereof.

LESS AND EXCEPTING: Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF 65.25 ACRE TRACT SURVEYED FOR PAUL W. AND MADELYN W. JONES, DORCHESTER COUNTY, SOUTH CAROLINA", prepared by Raymond D. Hager, RLS, and recorded in the ROD Office for Dorchester County on June 21, 2005 in Plat Cabinet K at Page 157.

AND LESS AND EXCEPTING, 1.82 acres, more or less, conveyed by Paul W. Jones and Madelyn W. Jones to Douglas B. Carner and Rebecca J. Carner dated July 1, 1994, said deed being recorded on July 6, 1994 in the ROD Office for Dorchester County in Book 1346 at Page 264. Said tract shown as Tract 1-B-2, containing 1.82 acres on a plat entitled, "Plat of 21.12 Acres Surveyed for Paul W. & Madelyn Jones, Givhans Township," recorded on June 28, 1993 in Plat Book I at page 128.

SUBJECT TO ANY AND ALL RESTRICTIONS AND EASEMENTS OF RECORD.

BEING a portion of the same property conveyed to Paul W. Jones and Madelyn W. Jones by deed of Harold G. Fee, Jr. and Jo K. Fee dated March 23, 1990 and recorded in the RMC Office for Dorchester County in Book 734 at Page 67 on March 23, 1990. The said Paul W. Jones having departed this life on February 29, 2012, his estate being filed in the Dorchester County Probate court Case No. 2012ES18-226 leaving the property to his wife, Madelyn W. Jones a/k/a Madelyn Whetsell Jones. A deed of distribution from the

⁸ RMC is the same as the ROD

Estate of Paul Wesley Jones a/k/a Paul W. Jones is dated October 1, 2014 and recorded in the RMC Office for Dorchester County on October 6, 2014 in Book 9461 at page 86 and a corrective Deed of Distribution dated November 17, 2014 and recorded in the RMC Office for Dorchester County on January 12, 2015 in Book 9579 at page 111 and re-recorded on April 9, 2015 in Book 9684 at page 151.

TMS # 093-00-00-003

Grantees' Address: 775 School House Rd, Dorchester, South Carolina 29437

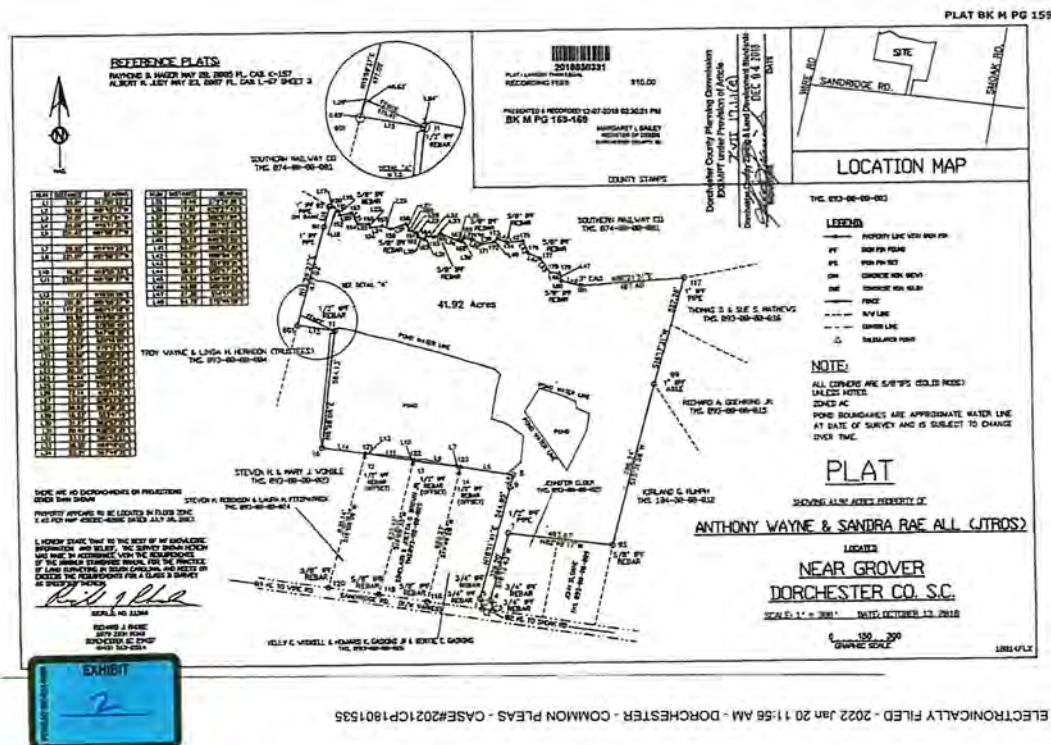
Exhibit 7

5. The All's commissioned a survey of the residual property they had purchased from Mrs. Jones. Richard A Rhode, SCRLS, surveyed the residual tract and produced the following plat of survey:

Exhibit E

E

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6. The Common property line of the Plaintiff and the residual property on the Rhode Plat is consistent with the common property line of the residual property and Lot 3, Plaintiff's property, as shown on the Metts plat of survey. 99/14-23
7. On March 15, 2021, the All's conveyed the residual property to the Defendants Corrie. The Alls formally described the property as follows:

Plaintiffs: Sinclair Brown, Jr. and Joetta A. Brown
 Defendants: George B. Corrie and Shawna Corrie
 Case Number: 2021CP1801535
 Final Decree:

ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOWING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J. Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof.

This being the same property as conveyed to Anthony Wayne All and Sandra Rae All by deed of Madelyn W. Jones, dated July 25, 2018 and recorded July 26, 2018 in Book 11470 at Page 1 in the Dorchester County Register of Deeds Office.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

TMS No.: 093-00-00-003

GRANTEE'S ADDRESS: 219 Westminster Avenue
Summerville, SC 29485

Exhibit 6

8. The description references the Rhode Plat.
9. The Alls' property description Defendants Corrie's deed does not affect the character of the underlying title⁹. Moreover, the All's description includes language that the real property that is conveyed by the deed remains subject to all easements and all other matters affecting the subject property of record in the ROD.
10. At the time the Metts' survey the "Proposed Pond" was under construction. 29/4-5
11. Mr. Jones used a backhoe to dig a trench that part of the pond he was constructing. 28/22 - 29/1
12. The calculated points on the Metts Survey were in the trench that Mr. Jones was digging along the edge of the pond. 31/2-6
13. The Plaintiffs Brown own 0.12 acres of the pond.
14. The water level of the pond does not define the contour of the pond.
15. The "top of the slope" as shown on Exhibit 3 is the best approximate location of the south outer edge or contour of the pond within the north lot line Lot 3.

⁹ a deed cannot operate to convey an interest which the grantors do not have in the land described in the deed. *Belue v. Feter*, 251 S.C. 600, 606-07, 164 S.E.2d 753, 756 (1968)

16. The Plaintiff's acquired a special property interest in the proposed pond as shown on the Metts plat.
17. The Plaintiff's Special property interest is a private right of access to the pond shown on the Metts plat as a "Proposed Pond," and on the Rhode Plat as a Pond.
18. The Plaintiff's Special property interest is a private easement to use and enjoy the pond.
19. The Defendants Corrie cannot unreasonably interfere with the Plaintiff's special property interest, the Plaintiff's private access easement to the Pond, and the use and enjoyment of the pond.
20. The Defendants erection of a fence across the common boundary line of the Plaintiffs Brown and the Defendants Corrie, albeit within their property line, unreasonably interferes with the Plaintiff's private access easement to the Pond, in which the Plaintiffs Brown have a special property interest to use and enjoy.
21. The Defendants Corrie must remove the fence along the common boundary of the Plaintiffs Brown and the Defendants Corrie.
22. The Corrie's construction of the fence fails to arise to an invasion of the Plaintiff's exclusive possession of their land.
23. The Plaintiff failed to produce sufficient evidence of harm even if the construction of the fence were to arise to an invasion of the Plaintiff's exclusive possession of their land because it unreasonably interfered with the special property interest described in paragraphs 14 & 15 above.
24. The Corrie's unreasonable interference with the Plaintiff's private right of access and special property interest to use and enjoy the pond is not an actionable trespass.
25. The private right of access and special property right are easements.
26. The private right of access and the special property right are appurtenant easements to the Plaintiffs Browns' Lot 3 as described above.
27. The private right of access and special property right run with the land.
28. The private right of access and special property right are inheritable.
29. The private right of access and special property right is not an heritament.
30. The Corries' fence is a thing that essentially interferes with the enjoyment of Plaintiff Browns' property, which includes the private right of access and special property right the

Plaintiffs Brown have in the use and enjoyment of the pond, an appurtenant easement to Plaintiff Browns' Lot 3. 43/11 - 44/22

31. The fence described above is a private nuisance.
32. The Plaintiffs Brown did not produce sufficient evidence of the damages sustained by them from the private nuisance created by the Defendants Corrie.
33. Each of the foregoing Findings of Fact shall be construed as a Conclusion of Law.

CONCLUSIONS OF LAW

34. In Cason v. Gibson, 217 S.C. 500, 509–10, 61 S.E.2d 58, 62 (1950), the Supreme Court states: 'Persons owning lots fronting on or adjacent to property dedicated as public parks or *510 squares, or streets, highways, and the like, have such special property interests as entitle them to maintain a suit for the enforcement and preservation of the use of the property as such. This right is not affected by the fact that the dedication has never been accepted by the municipal authorities.' 26 C.J.S., Dedication, § 71, p. 161.

35. The Plaintiffs Brown own Lot 3, per the Metts Plat, which is adjacent to a Pond as shown on that Plat. The Plaintiffs Brown have a special property interest as entitle them to enforce and preserve the use of the Pond.

36. The Defendants Corrie have unreasonably interfered with the use of the Pond by the Plaintiffs Brown by erecting a fence along the common property line, or even just inside the common property line, in such a manner as to unreasonably interfere with the Browns use of the Pond.

37. The Defendants Corrie must remove the fence so as to allow Plaintiffs the right of access to and the special property interest in the use of the Pond.

38. The Plaintiffs Brown own a special property interest to use the pond by way of a private access easement.

39. The Defendants Corrie have not trespassed against the Plaintiffs Brown. "[T]respas is any intentional invasion of the plaintiff's interest in the exclusive possession of his property..." *Hedgepath v. Am. Tel. Tel. Co.*, 348 S.C. 340, 356, 559 S.E.2d 327, 337 (Ct.App.2001) (quoting *Silvester v. Spring Valley Country Club*, 344 S.C. 280, 286, 543 S.E.2d 563, 566 (Ct.App.2001),

cert. denied (citing *Ravan v. Greenville County*, 315 S.C. 447, 434 S.E.2d 296 (Ct.App.1993))). “To constitute actionable trespass, however, there must be an affirmative act, invasion of land must be intentional, and harm caused must be the direct result of that invasion.” *Snow v. City of Columbia*, 305 S.C. 544, 553, 409 S.E.2d 797, 802 (Ct.App.1991); *accord Mack v. Edens*, 320 S.C. 236, 240, 464 S.E.2d 124, 127 (Ct.App.1995). The gist of trespass is the injury to possession, and generally either actual or constructive possession is sufficient to maintain an action for trespass. *Macedonia Baptist Church v. City of Columbia*, 195 S.C. 59, 71, 10 S.E.2d 350, 355 (1940).

40. The Plaintiffs Brown failed to establish that the Defendants Corrie have committed an actionable trespass. For a trespass action to lie, “the act must be affirmative, the invasion of the land must be intentional, and the harm caused by the invasion of the land must be the direct result of that invasion.” *Mack v. Edens*, 320 S.C. 236, 240, 464 S.E.2d 124, 127 (Ct.App.1995). *Hawkins v. City of Greenville*, 358 S.C. 280, 296–97, 594 S.E.2d 557, 565–66, 2004 WL 549601 (Ct. App. 2004)

41. In *Proctor v. Steedley*, 398 S.C. 561, 572, 730 S.E.2d 357, 363, 2012 WL 2819372 (Ct. App. 2012), our Court of Appeals drawing on precedent from the Supreme Court provides the following guidance concerning the nature of easements:

“An easement is a right which one person has to use the land of another for a specific purpose, and gives no title to the land on which the servitude is imposed. An easement is therefore not an estate in lands in the usual sense. An easement may be created by reservation in a deed.

Citing, *Windham*, 381 S.C. at 201, 672 S.E.2d at 582 (citations and quotation marks omitted).

“The character of an express easement is determined by the nature of the right and *the intention of the parties creating it*. An easement in gross is a mere personal privilege to use the land of another; the privilege is incapable of transfer. In contrast, an appurtenant easement inheres in the land, concerns the premises, has one terminus on the land of the party claiming it, and is *essentially necessary to the enjoyment thereof*. It also passes with the dominant estate upon conveyance. *Unless an easement has all the elements necessary to be an appurtenant easement, it will be characterized as a mere easement in gross*. Where language

in a plat reflecting an easement is capable of more than one construction, that construction which least restricts the property will be adopted.”

42. In *Charleston Dev. Co., LLC v. Alami*, 433 S.C. 533, 547–48, 860 S.E.2d 687, 695, 2021 WL 2559172 (Ct. App. 2021), Judge Thomas, writing for the court of Appeals and drawing from Supreme ‘court precedence, provides the following guidance concerning private nuisance:

“A private nuisance is anything done to the hurt or annoyance of the lands, tenements, or hereditaments of another. It produces damage to but one or two persons, and cannot be said to be public.”³ [Footnote 3 states, “According to Black’s Law Dictionary, a tenement is “a house or other building used as a residence” and a hereditament is “real property; land.” *Black’s Law Dictionary* (7th ed. 1999).”] *Deason v. Southern Ry. Co.*, 142 S.C. 328, 334, 140 S.E. 575, 577 (1927); see also *Babb v. Lee Cnty. Landfill SC, LLC*, 405 S.C. 129, 138, 747 S.E.2d 468, 473 (2013) (stating a nuisance is a real injury to a man’s lands and tenements and a private nuisance is anything done to the hurt or annoyance of the lands, tenements, or hereditaments of another); *Blanks v. Rawson*, 296 S.C. 110, 113, 370 S.E.2d 890, 892 (Ct. App. 1988) (“A nuisance has been defined as ‘anything which works hurt, inconvenience, or damages; anything which essentially interferes with the enjoyment of life or property.’” (quoting *Strong v. Winn-Dixie Stores*, 240 S.C. 244, 253, 125 S.E.2d 628, 632 (1962))). “Generally, a private nuisance is that class of wrongs that arises from the unreasonable, unwarrantable, or unlawful use by a person of his own property, personal or real.” *O’Cain v. O’Cain*, 322 S.C. 551, 561, 473 S.E.2d 460, 466 (Ct. App. 1996).” [This Court’s emphasis].

43. The Defendants Corrie unreasonably used their own property by erecting a fence that interferes with the Plaintiff Browns enjoyment of their property by interfering with the Browns private access easement to the pond and special property interest to use the pond.

44. The private nuisance must be abated by the Defendants Corrie’s removal of the fence along the common property line of the Plaintiffs Brown and the Defendants Corrie.

45. Each of the Conclusions of Law shall be construed as Findings of Fact. NOW, THEREFORE, IT IS

46. ORDERED, ADJUDGED AND DECREED that the Plaintiff’s own 0.12 acres of the pond. FURTHER, IT IS

47. ORDERED, ADJUDGED AND DECREED that the Plaintiff’s acquired a special property interest in the proposed pond as shown on the Metts plat. FURTHER, IT IS

48. ORDERED, ADJUDGED AND DECREED that the Plaintiff's Special property interest is a private right of access to the pond shown on the Metts plat as a "Proposed Pond," and on the Rhode Plat as a Pond. FURTHER, IT IS
49. ORDERED, ADJUDGED AND DECREED that the Plaintiff's Special property interest is a private easement to use and enjoy the pond. FURTHER, IT IS
50. ORDERED, ADJUDGED AND DECREED that the Defendants Corrie cannot unreasonably interfere with the Plaintiff's special property interest, the Plaintiff's private access easement to the Pond, and the use and enjoyment of the pond. FURTHER, IT IS
51. ORDERED, ADJUDGED AND DECREED that Defendants Corrie shall remove within ten (10) days of entry of this Order the fence along the common boundary between them and the Plaintiffs Brown. FURTHER, IT IS
52. ORDERED, ADJUDGED AND DECREED that Plaintiffs Brown's action for trespass is dismissed with prejudice. FURTHER, IT IS
53. ORDERED, ADJUDGED AND DECREED that the Defendant Corries' fence described above is a private nuisance. FURTHER, IT IS
54. ORDERED, ADJUDGED AND DECREED that the Plaintiffs Brown did not produce sufficient evidence of the damages sustained by them from the private nuisance created by the Defendants Corrie. FURTHER, IT IS
55. ORDERED, ADJUDGED AND DECREED that the Plaintiffs Brown's action for private nuisance is dismissed with prejudice. FURTHER, IT IS
56. ORDERED, ADJUDGED AND DECREED each party shall pay its own costs and attorneys' fees.
- IT IS SO ORDERED!

The Electronic signature of the Master in Equity for Dorchester County follows:



Dorchester Common Pleas

Case Caption: Sinclair Brown Jr , plaintiff, et al VS George B Corrie II , defendant, et al
Case Number: 2021CP1801535
Type: Master/Order/Other

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078

Electronically signed on 2024-02-06 13:49:46 page 16 of 16

ELECTRONICALLY FILED - 2024 Feb 06 1:56 PM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO. 2021CP1801535

Sinclair Brown, Jr et al
PLAINTIFF(S)

George B Corrie, II et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

On February 16, 2024, Defendants George B. Corrie, II and Shawna Corrie filed a Motion pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure, statutory and common law of the State of South Carolina for an order reconsidering, altering and/or amending its Order or "Final Decree" filed on February 6, 2024 finding the Plaintiffs have a "special property interest" and "private easement" in a portion of the Corrie Defendants' real property.

After careful consideration of the Motion and the Plaintiff's Memorandum in Opposition, filed March 4, 2024, the Court denies Defendant's Motion for an order reconsidering, altering and/or amending its Final Decree, filed on February 6, 2024.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/06/2024

Dollar Bank Federal Savings Bank
John Doe
Mary Roe
Richard Roe
Case Party Info Protected
Sarah Doe
Paul W Jones

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

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Dorchester Common Pleas

Case Caption: Sinclair Brown Jr , plaintiff, et al VS George B Corrie II , defendant, et al
Case Number: 2021CP1801535
Type: Order/Electronic Form 4

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078

Electronically signed on 2024-03-06 10:45:24 page 3 of 3

ELECTRONICALLY FILED - 2024 Mar 06 10:52 AM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

LIS PENDENS

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

NOTICE IS HEREBY GIVEN that an action will be commenced in this Court upon a Complaint of the above-named Plaintiffs against the above-named Defendants regarding property which is located in the County of Dorchester State of South Carolina. Said premises affected by this action are more particularly described as follows:

This is an action to quiet title to the subject property (the "Property") which is more particularly described herein as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated_ February 6, 2005 and revised May 28, 2005, prepared by

Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 15 7; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Keith A. Murray and Stephanie L.R. Murray herein by deed of Paul W Jones and Madelyn W Jones dated February 23, 2011 and recorded in the RMC Office for Dorchester County in Book 7824, page 257 and re-recorded in Book 7897, page 274, aforesaid records.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

AND BEING the same property conveyed to Sinclair Brown, Jr. and Joetta A. Brown herein by deed of Keith A. Murray and Stephanie L.R. Murray dated March 27, 2014 and recorded in the Office of the Register of Deeds for Dorchester County in Book 9229, page 23 on April 1, 2014.

Property Address: 1668 Sandridge Road

TMS Number: 093-00-00-025

AND

ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOWING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J. Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof.

This being the same property as conveyed to Anthony Wayne All and Sandra Rae All by deed of Madelyn W. Jones, dated July 25, 2018 and recorded July 26, 2018 in Book 11470 at Page 1 in the Dorchester County Register of Deeds Office.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

AND BEING the same property conveyed to George B. Corrie, II and Shawna Corrie by deed of Anthony Wayne All and Sandra Rae All, dated March 15, 2021, and recorded March 15, 2021 in Book RB 13199, page 245 in the ofc the Register of Deeds for Dorchester County, South Carolina.

PROPERTY ADDRESS: 1650 Sandridge Road

TMS# 093-00-00-003

Mt. Pleasant, SC
August 13, 2021

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, South Carolina 29464
(843) 856-4488
hamlin.okelley@buistbyars.com
Attorneys for the Plaintiffs

Mt. Pleasant, South Carolina
August 18, 2021

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
Buist, Byars & Taylor, LLC
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com
Attorneys for the Plaintiffs

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STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

SUMMONS

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

TO THE ABOVE-NAMED DEFENDANTS

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action a copy of which is herewith served upon you, and to serve a copy of your Answer upon the undersigned attorneys at 652 Coleman Boulevard, Suite 200, Mt. Pleasant, South Carolina 29464, within thirty (30) days from service hereof, exclusive of the day of such service; and, if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you, and the Plaintiff in this action will apply to the Court for the relief demanded.

TO MINOR(S) OVER THE AGE OF FOURTEEN YEARS AND/OR TO MINOR(S) UNDER THE AGE OF FOURTEEN YEARS AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR PERSON UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian ad Litem within thirty (30) days after the service of this Summons upon you. If you fail to do so, application for such appointment will be made by the Plaintiff immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this case to the Master in Equity or Special Referee of the County which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this case with appeal only to the South Carolina Court of Appeal pursuant to Rule 203(d)(1) of the South Carolina Appellate Court Rules.

Mt. Pleasant, South Carolina
September 2, 2021

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
Buist, Byars & Taylor, LLC
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com
Attorneys for the Plaintiffs

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

COMPLAINT

**(Declaratory Judgment;
Nuisance; Trespass)**

The Plaintiffs, by and through their undersigned attorney and complaining of the
above-named Defendants, hereby allege the following:

PARTIES AND JURISDICTION

1. The Plaintiffs Sinclair Brown, Jr. and Joetta A. Brown, are residents and citizens of
Dorchester County and are the owners of certain real property, located in the County, South
Carolina, and identified by Tax Map Number or Parcel Identification Number 093-00-00-025.
2. The Defendants George B. Corrie, II and Shawna Corrie, are residents and citizens of
Dorchester County and the owners of certain real property, located in the Dorchester County,
South Carolina, and identified by Tax Map Number or Parcel Identification Number 093-00-00-
003.

3. The Defendants, Anthony Wayne All, Sandra Rae All, are residents of Dorchester County, South Carolina and are the previous owners of certain real property, located in the Dorchester County, South Carolina, and identified by Tax Map Number or Parcel Identification Number 093-00-00-003.

4. The Defendants, Paul W. Jones, Madelyn W. Jones, are the previous owners of certain real property, located in Dorchester County, South Carolina, and identified by Tax Map Number or Parcel Identification Number 093-00-00-025.

5. The Defendants, Keith A. Murray, Stephanie L.R. Murray, are the previous owners of real property, located in the Dorchester County, South Carolina, and identified by Tax Map Number or Parcel Identification Number 093-00-00-003.

6. The Defendant, Dollar Bank Federal Savings Bank, is a financial institution located in Pittsburg, Pennsylvania and the mortgage holder of the Plaintiffs' property.

7. The Defendant, The Bank of South Carolina, is a financial institution located in Charleston, South Carolina, and the mortgage holder of the Defendants', George B. Corrie, II and Shawna Corrie, property.

8. The Defendants, John Doe and Mary Roe, are fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability.

9. The Defendants, Richard Roe and Sarah Doe, are fictitious names representing all unknown heirs and devisees.

FACTUAL ALLEGATIONS

10. The Plaintiffs hereby incorporate the allegations contained in the foregoing paragraphs as if fully restated here.

11. The Defendants, Madelyn W. Jones and Paul W. Jones, conveyed their property to Defendants, Anthony Wayne All and Sandra Rae All, to Defendants, George B. Corrie, II and Shawna Corrie, by way of deed recorded on July 26, 2018 in the Office of the Register of Deeds in Book 11470 at Page 1 and formerly had an interest in the subject Property.

12. The Defendants, Anthony Wayne All and Sandra Rae All, conveyed their property to Defendants, George B. Corrie, II and Shawna Corrie, by way of deed recorded on March, 15, 2021 in the Office of the Register of Deeds in Book 13199 at Page 249 and formerly had an interest in the subject Property.

13. The Defendant, The Bank of South Carolina, is the mortgage holder of the Defendants', George B. Corrie, II and Shawna Corrie, property by way of mortgage dated March 15, 2021, and recorded on March 15, 2021, with the Office of the Register of Deeds in Dorchester County, in Book 13199 at Page 245 more fully described as follows:

ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOWING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J. Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof.

This being the same property as conveyed to Anthony Wayne All and Sandra Rae All by deed of Madelyn W. Jones, dated July 25, 2018 and recorded July 26, 2018 in Book 11470 at Page 1 in the Dorchester County Register of Deeds Office.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

AND BEING the same property conveyed to George B. Corrie, II and Shawna Corrie by deed of Anthony Wayne All and Sandra Rae All, dated March 15, 2021, and recorded March 15, 2021 in Book RB 13199, page 245 in the ofc the Register of Deeds for Dorchester County, South Carolina.

PROPERTY ADDRESS: 1650 Sandridge Road

TMS# 093-00-00-003

14. The Defendants, Madelyn W. Jones and Paul W. Jones, conveyed their property to Defendants, Keith A. Murray and Stephanie L.R. Murray, by way of deed recorded in the Office of the Register of Deeds in Book 7824 at Page 257 on March 10, 2011, and re-recorded in Book 7894 at Page 274 on May 25, 2011 and formerly had an interest in the subject Property.

15. The Defendants, Keith A. Murray and Stephanie L.R. Murray, conveyed their property to Plaintiffs, Sinclair Brown, Jr. and Joetta G. Brown, by way of deed recorded on April 1, 2014, in the Office of the Register of Deeds in Book 9229 at Page 20 and formerly had an interest in the subject Property.

16. The Defendant, Dollar Bank Federal Savings Bank, is the mortgage holder of the Plaintiffs' property by way of mortgage dated June 30, 2020, and recorded on July 2, 2020 in the Office of the Register of Deeds in Book RB 12592 at Page 338 more fully described as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Keith A. Murray and Stephanie L.R. Murray herein by deed of Paul W Jones and Madelyn W Jones dated February 23, 2011 and recorded in the RMC Office for Dorchester County in Book 7824, page 257 and re-recorded in Book 7897, page 274, aforesaid records.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

AND BEING the same property conveyed to Sinclair Brown, Jr. and Joetta A. Brown herein by deed of Keith A. Murray and Stephanie L.R. Murray dated March 27, 2014 and recorded in the Office of the Register of Deeds for Dorchester County in Book 9229, page 23 on April 1, 2014.

Property Address: 1668 Sandridge Road

TMS Number: 093-00-00-025

17. The Plaintiffs have owned their property since 2014 and took title subject to the Plat dated May 28, 2005 and recorded on June 21, 2005, in the Office of the Register of Deeds in Book K at Page 157. The Plat clearly shows that Plaintiffs own a portion of the pond.

18. The Defendants, George B. Corrie, II and Shawna Corrie, have owned their property since 2021. Since taking ownership, they have fenced off access of the pond on the north side of their property and are prohibiting the Plaintiffs' quiet enjoyment of their land.

19. The Plat dated May 28, 2005 and recorded on June 21, 2005 in the Office of the Register of Deeds in Book K at Page 157, clearly shows Plaintiffs' property, Lot 3, contains 3.50 acres of which .012 acres is in the pond which Defendants, George B. Corrie, II and Shawna Corrie, have now fenced off.

20. The Defendants, George B. Corrie, II and Shawna Corrie, Plat dated October 13, 2018 and recorded on December 17, 2018 in the Office of the Register of Deeds in Book M at Page 159 does not survey Plaintiffs' property and incorrectly shows no ownership interest in the pond for the owners of Lots 1 through 4 on the 2005 Plat.

FIRST CAUSE OF ACTION
(Declaratory Judgment)

21. The Plaintiffs hereby incorporate the allegations contained in the foregoing paragraphs as if fully restated here.

22. This action is brought pursuant to the provisions of the South Carolina Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, et seq. to obtain a declaration of the rights, status, and other legal relationships of the parties hereto in respect to the real estate herein described.

23. The Plaintiffs requests that this Court grant and Order declaring Plaintiffs own a portion of the pond per the Plat dated May 28, 2005 and recorded on June 21, 2005, in the Office of the Register of Deeds in Book K at Page 157.

24. The Plaintiffs are further entitled to their attorney's fees and costs, pursuant to S.C. Code Ann. § 15-53-100.

SECOND CAUSE OF ACTION
(Trespass)

25. The Plaintiffs hereby incorporate the allegations contained in the foregoing paragraphs as if fully restated here.

26. Defendants, George B. Corrie, II and Shawna Corrie, have willfully, wantonly and deliberately denied the Plaintiffs access to the Plaintiffs' Properties, blocking and prohibiting the Plaintiffs' quiet enjoyment of their land.

27. Defendants, George B. Corrie, II and Shawna Corrie, have constructed a fence, blocking Plaintiffs' access to a portion of the pond they are entitle to and continue to trespass on Plaintiffs' property.

28. The Defendants' willful and reckless actions entitle the Plaintiffs to punitive damages in an amount to be proven at trial.

THIRD CAUSE OF ACTION
(Nuisance)

29. The Plaintiffs hereby incorporate the allegations contained in the foregoing paragraphs as if fully restated here.

30. The Defendants' actions have interfered and caused a nuisance with the Plaintiffs' quiet enjoyment of their Property for years.

31. The Defendants have been repeatedly informed they were disturbing the Plaintiffs' quiet enjoyment of their property.

32. Despite that notice, the Defendants have continued to engage in behavior that constitutes as nuisance.

33. The Defendants' actions are willful, wanton, and reckless, and as a direct and proximate result of this nuisance, Plaintiffs have suffered damages in amounts to be proven at the trial of this case.

Wherefore, having complained of the Defendants, the Plaintiffs pray that this Court inquire into the matters set forth herein and enter judgment as follows:

1. Declaring the Plaintiffs to clean and maintain their respective portion of their property according to the Plat dated May 28, 2005, and recorded on June 21, 2005, in the Office of the Register of Deeds in Book K at Page 157;

2. Enjoining the Defendants from blocking Plaintiffs' access to their property by removing the fencing they placed on it;

4. Awarding the Plaintiffs attorneys' fees, costs and punitive damages; and

5. For all other relief that this Court deem just and proper.

Mt. Pleasant, SC
September 2, 2021

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, South Carolina 29464
(843) 856-4488
hamlin.okelley@buistbyars.com
Attorneys for the Plaintiffs

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

**ANSWER OF GUARDIAN
AD LITEM, NISI**

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

The Guardian ad Litem, Adam E. Barr, by and on behalf of John Doe and Mary Roe, fictitious names representing all unknown persons who may have any claim, right, title or interest lien in and upon the subject real estate, as well as anyone who may be incompetent, in the military, or under any legal disability, and Roger Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees, (hereinafter the "Guardian"), answering the Complaint of the Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown, (hereinafter the "Plaintiffs"), allege and state as follows:

1. Each and every allegation of the Plaintiffs' Complaint not herein admitted, denied, or otherwise qualified is hereby deemed denied, and the Guardian demands strict proof thereof.

2. Upon information and belief, the Guardian admits the allegations of Paragraphs 1 through 33 of the Plaintiffs' Complaint.

**FOR A FURTHER ANSWER
AND BY WAY OF AN AFFIRMATIVE DEFENSE**

3. The Guardian repeats and realleges Paragraphs 1 and 2 above as though repeated herein verbatim.

4. The Guardian would respectfully ask this Court to protect the interests of John Doe and Mary Roe, fictitious names representing all unknown persons who may have any claim, right, title or interest lien in and upon the subject real estate, as well as anyone who may be incompetent, in the military, or under any legal disability, and Roger Roe and Sarah Doe, fictitious names representing all unknown persons who may have any claim, right, title or interest lien in and upon the subject real estate, as well as anyone who may be incompetent, in the military, or under any legal disability, and Roger Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees, as their interests may appear and as such persons may become known to the Guardian, and as any said persons may become known to the Guardian.

5. To date, no such persons have been made known to the Guardian; however, the Guardian would request that this Court protect John Doe and Mary Roe, fictitious names representing all unknown persons who may have any claim, right, title or interest lien in and upon the subject real estate, as well as anyone who may be incompetent, in the military, or under any legal disability, and Roger Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees, according to law should such persons be made known to the Guardian.

WHEREFORE, having fully answered the Complaint of the Plaintiff, prays that this Honorable Court inquire into these matters and render judgment declaring as follows:

1. Granting the relief sought by the parties hereto;

2. Declaring and determining the rights of the parties hereto with regards to their respective interest in the property giving rise to this matter;
3. Protecting the interests of John Doe and Mary Roe John Doe and Mary Roe, fictitious names representing all unknown persons who may have any claim, right, title or interest lien in and upon the subject real estate, as well as anyone who may be incompetent, in the military, or under any legal disability, and Roger Roe and Sarah Doe, fictitious names representing all unknown persons who may have any claim, right, title or interest lien in and upon the subject real estate, as well as anyone who may be incompetent, in the military, or under any legal disability, and Roger Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees, as their interests may appear and as such persons may become known to the Guardian;
4. Declaring that there are no adverse claims to Plaintiffs' ownership of the Property excepting as is set forth in the Plaintiffs' Complaint and as the interest of other persons may appear;
5. Declaring the Plaintiffs to clean and maintain their respective portion of their property according to the Plat dated May 28, 2005, and recorded on June 21, 2005, in the Office of the Register of Deeds in Book K at Page 157;
6. Enjoining the Defendants from blocking Plaintiffs' access to their property by removing the fencing they placed on it; and
7. Granting and awarding any and all such other and further relief as this Court may deem just and proper.

SIGNATURE BLOCK ON FOLLOWING PAGE

Charleston, South Carolina
September 9, 2021

By: /s/ Adam E. Barr, Esq.

Adam E. Barr, Esq.
Barr Unger & McIntosh LLC
11 Broad Street # 2
Charleston, SC 29401
Guardian ad Litem, Nisi

ELECTRONICALLY FILED - 2021 Sep 09 7:53 AM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

AFFIDAVIT OF SERVICE

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

PERSONALLY appeared before me G. Hamlin O’Kelley, III, who, being duly
sworn, on oath deposes and states as follows:

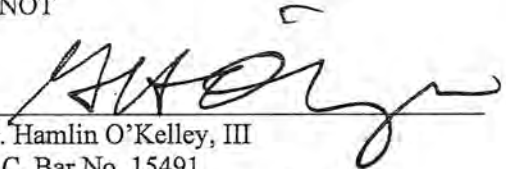
That pursuant to SCRCP rule 4(d)(9) he mailed via the United States Postal Service,
certified mail, return receipt requested, restricted delivery, a file-stamped copy of the Summons and
Complaint with Exhibits as follows:

Mr. Keith A. Murray
234 E. Main Street
Harleyville, SC 29448

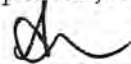
Tracking No. 7021-0950-0002-2850-4678

A copy of the United States Postal Service proof of delivery is attached hereto and incorporated by reference herein, and the file-stamped Summons and Complaint was signed for on September 10, 2021; and

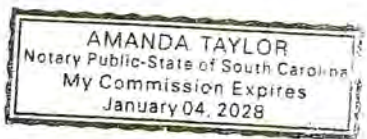
FURTHER THE AFFIANT SAYETH NOT


G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, South Carolina 29464
(843) 856-4488
hamlin.okelley@buistbyars.com

Sworn to before me this 15
day of September, 2021



Notary Public for South Carolina
My Commission Expires: _____



STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

AFFIDAVIT OF SERVICE

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

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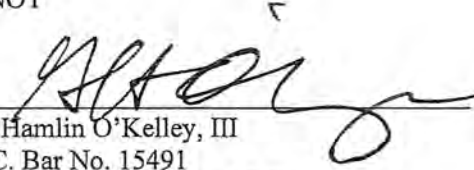
That pursuant to SCRCP rule 4(d)(9) he mailed via the United States Postal Service,
certified mail, return receipt requested, restricted delivery, a file-stamped copy of the Summons and
Complaint with Exhibits as follows:

Mr. Wayne Anthony All
775 Schoolhouse Road
Dorchester, SC 29437

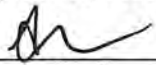
Tracking No. 7021-0950-0002-2850-4555

A copy of the United States Postal Service proof of delivery is attached hereto and incorporated by reference herein, and the file-stamped Summons and Complaint was signed for on September 10, 2021; and

FURTHER THE AFFIANT SAYETH NOT


G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, South Carolina 29464
(843) 856-4488
hamlin.okelley@buistbyars.com

Sworn to before me this 15
day of September, 2021



Notary Public for South Carolina
My Commission Expires: _____



STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

AFFIDAVIT OF SERVICE

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

PERSONALLY appeared before me G. Hamlin O’Kelley, III, who, being duly
sworn, on oath deposes and states as follows:

That pursuant to SCRCP rule 4(d)(9) he mailed via the United States Postal Service,
certified mail, return receipt requested, restricted delivery, a file-stamped copy of the Summons and
Complaint with Exhibits as follows:

Mrs. Sandra Rae All
775 Schoolhouse Road
Dorchester, SC 29437

Tracking No. 7021-0950-0002-2850-4685

A copy of the United States Postal Service proof of delivery is attached hereto and incorporated by reference herein, and the file-stamped Summons and Complaint was signed for on September 10, 2021; and

FURTHER THE AFFIANT SAYETH NOT



G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, South Carolina 29464
(843) 856-4488
hamlin.okelley@buistbyars.com

Sworn to before me this 15
day of September, 2021



Notary Public for South Carolina
My Commission Expires: _____

AMANDA TAYLOR
Notary Public-State of South Carolina
My Commission Expires
January 04, 2028

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

AFFIDAVIT OF SERVICE

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
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subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

PERSONALLY appeared before me G. Hamlin O’Kelley, III, who, being duly
sworn, on oath deposes and states as follows:

That pursuant to SCRCP rule 4(d)(9) he mailed via the United States Postal Service,
certified mail, return receipt requested, restricted delivery, a file-stamped copy of the Summons and
Complaint with Exhibits as follows:

Mrs. Stephanie L.R. Murray
234 E. Main Street
Harleyville, SC 29448

Tracking No. 7021-0950-0002-2850-4548

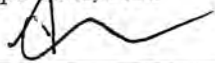
A copy of the United States Postal Service proof of delivery is attached hereto and incorporated by reference herein, and the file-stamped Summons and Complaint was signed for on September 10, 2021; and

FURTHER THE AFFIANT SAYETH NOT



G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, South Carolina 29464
(843) 856-4488
hamlin.okelley@buistbyars.com

Sworn to before me this 20
day of September, 2021



Notary Public for South Carolina
My Commission Expires: _____



STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
Sinclair Brown, Jr. and Joetta Brown,)
)
Plaintiffs,)
)
v.)
)
George B. Corrie, II, Shawna Corrie,)
Anthony Wayne All, Sandra Rae All, Paul)
W. Jones, Madelyn W. Jones, Keith A.)
Murray, Stephanie L.R. Murray, Dollar)
Bank Federal Savings Bank, the Bank of)
South Carolina, John Doe and Mary Roe,)
fictitious names representing all unknown)
persons who may claim any right, title or)
interest or lien upon the subject real estate,)
as well as anyone who may be)
incompetents, in the military, or under any)
legal disability, and Richard Roe and Sarah)
Doe, fictitious names representing all)
unknown heirs and devisees,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE NO. 2021-CP-18-01535

ANSWER

Defendant, Madelyn W. Jones (“Defendant”), by and through her undersigned counsel,
hereby answers the Plaintiffs’ Complaint herein as follows:

FOR A FIRST DEFENSE

1. Defendant denies each and every allegation of the Plaintiffs’ Complaint that is not hereinafter expressly admitted, modified, or explained.
2. Defendant is without knowledge or information sufficient at this time to form a belief as to the truth of the allegations of Paragraph 1 of the Plaintiffs’ Complaint.
3. Defendant is without knowledge or information sufficient at this time to form a belief as to the truth of the allegations of Paragraph 2 of the Plaintiffs’ Complaint.

4. For her response to the allegations of Paragraph 3 of Plaintiffs' Complaint Defendant admits that she deeded property bearing Tax Map Number of Parcel Identification Number 093-00-00-003 to Anthony Wayne All and Sandra Rae All by deed dated July 25, 2018, which deed was recorded in the Office of the Dorchester County Register of Deeds on July 26, 2018 in Book 11470, Pages 1-4. Defendant is without knowledge or information sufficient at this time to form a belief as to the truth of the remaining allegations contained in Paragraph 3 of the Plaintiffs' Complaint.

5. Defendant admits the allegations of Paragraph 4 of Plaintiffs' Complaint.

6. Defendant is without knowledge or information sufficient at this time to form a belief as to the truth of the allegations contained in Paragraph 5 through 9 of the Plaintiffs' Complaint.

7. In responding to the allegations contained in Paragraph 10 of the Plaintiffs' Complaint, Defendant realleges all prior paragraphs of this Answer and incorporates them herein by reference.

8. For her response to the allegations of Paragraph 11 of Plaintiffs' Complaint, Defendant admits that she deeded property bearing Tax Map Number of Parcel Identification Number 093-00-00-003 to Anthony Wayne All and Sandra Rae All by deed dated July 25, 2018, which deed was recorded in the Office of the Dorchester County Register of Deeds on July 26, 2018 in Book 11470, Pages 1-4. Defendant denies the remaining allegations contained in Paragraph 11 of the Plaintiffs' Complaint.

9. Defendant is without knowledge or information sufficient at this time to form a belief as to the truth of the allegations contained in Paragraphs 12 and 13 of the Plaintiffs' Complaint, including subparts.

10. For her response to the allegations of Paragraph 14 of Plaintiffs' Complaint, Defendant admits that she and her late husband, Paul W. Jones, conveyed property bearing Tax Map Number or Parcel Identification Numbers 093-00-00-025 and 093-00-00-030 to Keith A. Murray and Stephanie L.R. Murray by deed dated February 23, 2011, which deed was recorded in the Office of the Dorchester County Register of Deeds on March 10, 2011 in Book 7824, Pages 257-261. Defendant denies the allegations contained in Paragraph 14 of the Plaintiffs' Complaint.

11. Defendant is without knowledge of information sufficient at this time to form a belief as to the truth of the allegations contained in Paragraphs 15 through 18 of the Plaintiffs' Complaint.

12. For her response to the allegations contained in Paragraph 19 of the Plaintiffs' Complaint, Defendant admits such allegations to the extent such allegations are consistent with the information set forth in the referenced Plat. Defendant specifically denies such allegations to the extent they are inconsistent with the information set forth in the referenced Plat.

13. Defendant is without knowledge or information sufficient at this time to form a belief as to the truth of the allegation contained in Paragraph 20 of the Plaintiffs' Complaint.

14. In responding to the allegations contained in Paragraph 21 of the Plaintiff's Complaint, Defendant realleges all prior paragraphs of this Answer and incorporates them herein by reference.

15. For her response to the allegations contained in Paragraphs 22 and 23 of the Plaintiffs' Complaint, Defendant admits that Plaintiffs are seeking the relief set forth in Paragraphs 22 and 23. Defendant denies that Plaintiffs are entitled to any such relief against Defendant.

16. Defendant denies the allegations contained in Paragraph 24 of the Plaintiffs' Complaint as they relate to this Defendant. Defendant is without knowledge or information sufficient at this time to form a belief as to the as to the truth of the allegations contained in Paragraph 24 of the Plaintiffs' Complaint as they may relate to other Defendants.

17. In responding to the allegations contained in Paragraph 25 of the Plaintiffs' Complaint, Defendant realleges all prior paragraphs of this Answer and incorporates them herein by reference.

18. Defendant is without knowledge or information sufficient at this time to form a belief as to the as to the truth of the allegations contained in Paragraphs 26 and 27 of the Plaintiffs' Complaint.

19. Defendant denies the allegations contained in Paragraph 28 of the Plaintiffs' Complaint as they relate to this Defendant. Defendant is without knowledge or information sufficient at this time to form a belief as to the as to the truth of the allegations contained in Paragraph 28 of the Plaintiffs' Complaint as they may relate to other Defendants.

20. In responding to the allegations contained in Paragraph 29 of the Plaintiffs' Complaint, Defendant realleges all prior paragraphs of this Answer and incorporates them herein by reference.

21. Defendant denies the allegations contained in Paragraphs 30 through 33 of the Plaintiffs' Complaint as they relate to this Defendant. Defendant is without knowledge or information sufficient at this time to form a belief as to the as to the truth of the allegations contained in Paragraphs 30 through 33 of the Plaintiffs' Complaint as they may relate to other Defendants.

FOR A SECOND DEFENSE

1. The Complaint fails to state a claim upon which relief can be based and accordingly, Defendant is entitled to judgment as a matter of law pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

2. Defendant asserts the doctrine of Laches as a complete or partial bar to the Complaint.

FOR A FOURTH DEFENSE

3. Defendant asserts the defenses of waiver and estoppel as a complete or partial bar to the Complaint.

FOR A FIFTH DEFENSE

4. Defendant asserts the doctrine of unclean hands as a complete or partial bar to the Complaint.

FOR A SIXTH DEFENSE

5. Defendant asserts the applicable Statute of Limitations and/or Statute of Repose as a complete or partial bar to the Complaint.

WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant prays that this Court award it the following relief:

- A. Dismiss the Complaint with prejudice to the Plaintiffs;
- B. Declare that the Plaintiffs are entitled to no relief from Defendant;
- C. Tax the costs of this action against Plaintiffs;
- D. Award Defendant her attorneys' fees; and

E. Grant such other and further relief as the Court deems just and proper.

LAW OFFICE OF DAVID L. LITTLE, JR., LLC

By: s/David L. Little, Jr.
SC Bar #: 15878
213 N. Parler Avenue
St. George, SC 29477
Phone: 843-701-5580
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david@dllawsc.com
Attorney for Defendant
Madelyn W. Jones

October 11, 2021

ELECTRONICALLY FILED - 2021 Oct 11 2:28 PM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

**AFFIDAVIT OF DEFAULT
AS TO
THE BANK OF SOUTH CAROLINA**

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

Hamlin O’Kelley, III, being first duly sworn deposes and states as follows:

1. I am an attorney with the firm of Buist, Byars & Taylor, LLC, in Mount Pleasant, South Carolina, and our firm represents the Plaintiffs in the above-referenced matter.
2. As evidenced by the filed Affidavit of Service attached hereto as Exhibit “A” and incorporated herein, the Defendant, The Bank of South Carolina, was served with the Summons, and Complaint, Lis Pendens, Notice, Nisi, Notice of Intent to Refer, Affidavit and Order of Publication and Petition and Order for Guardian ad Litem in the above-referenced matter by Certified Mail on September 9, 2021.
3. The Defendant has not sought an extension to answer or otherwise plead and more than thirty (30) days have passed since service.

4. The Defendant has not answered, moved or otherwise pled and no answer, motion or other responsive pleading has been served on the Plaintiffs or their attorney by the Defendant within the time prescribed by Rule 55 SCRPC.

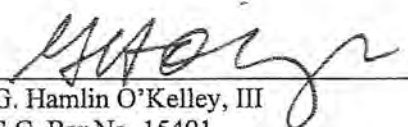
5. More than thirty (30) days have lapsed since the service of the Defendant.

6. I am informed and believe that the Defendant is in default as to the Summons and Complaint filed by the Plaintiffs pursuant to Rules 6 and 55 of the South Carolina Rules of Civil Procedure.

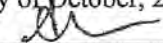
7. I am informed and believe that the Plaintiffs are entitled to all relief as more fully set forth in its Complaint, and

FURTHER THE AFFIANT SAYETH NOT.

Mount Pleasant, South Carolina
October 12, 2021


G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
hamlin.okelley@buistbyars.com
Attorney for the Plaintiffs

Sworn to before me this _____
day of October, 2021



Notary Public for South Carolina
My Commission Expires: _____



IN THE STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2021-CP-18-01535

Sinclair Brown, Jr., and Joetta A. Brown,

Plaintiffs,

vs.

ANSWER AND COUNTERCLAIM
(Jury Trial Demanded)

George B. Corrie II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L. R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees,

Defendants.

COME NOW Defendants George B. Corrie II and Shawna Corrie (“the Corrie Defendants”), by and through their undersigned lawyers, and set forth their Answer to the Plaintiffs’ Complaint as follows:

GENERAL DENIALS

1. Except as specifically admitted herein, the Corrie Defendants expressly deny each and every allegation in Plaintiffs’ Complaint, and they demand strict proof of the same.

PARTIES AND JURISDICTION

2. The allegations of Paragraph 1 pertain to other parties, and as such, require no response from the Corrie Defendants.
3. The Corrie Defendants admit the allegations of Paragraph 2.

4. The allegations of Paragraphs 3-9 pertain to other parties, and as such, require no response from the Corrie Defendants.

RESPONDING TO PLAINTIFFS' FACTUAL ALLEGATIONS

5. The Corrie Defendants repeat the foregoing paragraphs as fully as if set forth herein.
6. The Corrie Defendants crave reference to the documents cited in Paragraphs 11-13 and deny any allegations that are inconsistent therewith, demanding strict proof of said allegations.
7. The allegations of Paragraphs 14-17 pertain to other parties, and as such, require no response from the Corrie Defendants.
8. The Corrie Defendants admit the allegations of Paragraph 18 to the extent that they have owned their property since 2021 and have erected a fence around the pond, which they believe to be wholly on their own property.
9. The Corrie Defendants admit that the 2005 plat (attached as Exhibit A) referenced in Paragraph 19 shows a "proposed pond" that appears to partly extend onto Lots 1-4. However, Defendants deny that this creates or shows an ownership interest in the pond. What matters is where the actual pond is in relation to the actual property lines.
10. The Corrie Defendants admit that the 2018 plat (attached as Exhibit B and incorporated by reference) referenced in Paragraph 20 shows no ownership interest in the pond for the owners of Lots 1-4. Defendants deny that this is an incorrect representation of the property lines and pond.

AS A DEFENSE TO PLAINTIFFS' FIRST CAUSE OF ACTION
(Declaratory Judgment)

11. The Corrie Defendants repeat the foregoing paragraphs as fully as if set forth herein.
12. Paragraph 22 simply describes the nature of the action, and as such, requires no response

from the Corrie Defendants. To the extent that a response is required, Defendants deny the allegations and demand strict proof thereof.

13. Paragraph 23 constitutes a request for relief, and as such, requires no response from the Corrie Defendants. To the extent that a response is required, Defendants deny that Plaintiffs have an ownership interest in a portion of the pond and demand strict proof of the same.
14. Paragraph 24 constitutes a legal conclusion, and as such, requires no response from the Corrie Defendants. To the extent that a response is required, Defendants deny the allegations and demand strict proof thereof.

AS A DEFENSE TO PLAINTIFFS' SECOND CAUSE OF ACTION
(Trespass)

15. The Corrie Defendants repeat the foregoing paragraphs as fully as if set forth herein.
16. The Corrie Defendants deny the allegations of Paragraph 26 and demand strict proof thereof.
17. The Corrie Defendants admit that they constructed a fence on what they believe to be their own property and deny the remaining allegations of Paragraph 27.
18. Paragraph 28 constitutes a legal conclusion, and as such, requires no response from the Corrie Defendants. To the extent that a response is required, Defendants deny the allegations and demand strict proof thereof.

AS A DEFENSE TO PLAINTIFFS' THIRD CAUSE OF ACTION
(Nuisance)

19. The Corrie Defendants repeat the foregoing paragraphs as fully as if set forth herein.
20. The Corrie Defendants deny the allegations of Paragraphs 30-32 and demand strict proof thereof.

21. Paragraph 33 constitutes a legal conclusion, and as such, requires no response from the Corrie Defendants. To the extent that a response is required, Defendants deny the allegations and demand strict proof thereof.

FURTHER RESPONDING AS A FIRST AFFIRMATIVE DEFENSE
(Failure to State a Claim)

22. Plaintiffs have failed to state facts sufficient to constitute a cause of action pursuant to Rule 12(b)(6), SCRCP.

FURTHER RESPONDING AS A SECOND AFFIRMATIVE DEFENSE
(Rule 8, SCRCP)

23. Plaintiffs' claims may be barred in whole or in part for any applicable defense in Rule 8, SCRCP.

FURTHER RESPONDING AS A THIRD AFFIRMATIVE DEFENSE
(Statute of Limitations)

24. The Corrie Defendants would respectfully show that the applicable statute of limitations bars Plaintiffs from recovery in this action.

FURTHER RESPONDING AS A FOURTH AFFIRMATIVE DEFENSE
(Laches)

25. The Corrie Defendants plead the doctrine of laches as a bar, in whole or in part, to Plaintiffs' claims, as Defendants were prejudiced by the Plaintiffs' unreasonable delays in asserting these claims.

FURTHER RESPONDING AS A FIFTH AFFIRMATIVE DEFENSE
(Plaintiffs' Sole Negligence)

26. The Corrie Defendants allege that the injuries and damages suffered by Plaintiffs, if any, were solely caused by Plaintiffs' own negligence.

FURTHER RESPONDING AS A SIXTH AFFIRMATIVE DEFENSE
(Comparative Negligence)

27. The Corrie Defendants allege that the injuries and damaged suffered by Plaintiffs, if any, may have been the direct and proximate result of the negligence, carelessness, recklessness, willfulness, and wantonness of Plaintiffs, and recovery should be barred or reduced in proportion to Plaintiffs' own negligence as provided by law.

FURTHER RESPONDING AS A SEVENTH AFFIRMATIVE DEFENSE
(Intervening and Superseding Negligence)

28. The Corrie Defendants allege that the injuries and damaged suffered by Plaintiffs, if any, were caused by the intervening and superseding negligence, carelessness, recklessness, heedlessness, willfulness, and wantonness of some other party or parties over whom Defendants had no supervision or control, and Defendants do plead such intervening and superseding negligence, carelessness, recklessness, heedlessness, willfulness, and wantonness as the direct and proximate cause of the injuries and damages sustained by Plaintiffs as alleged in the Complaint.

FURTHER RESPONDING AS AN EIGHTH AFFIRMATIVE DEFENSE
(Failure to Mitigate)

29. The Corrie Defendants allege that Plaintiffs had an obligation to mitigate damages and may have failed to do so, and recovery should be barred or reduced as a result.

FURTHER RESPONDING AS A NINTH AFFIRMATIVE DEFENSE
(Spoliation of Evidence)

30. The Corrie Defendants allege that some or all the claims against them may be barred by the doctrine of spoliation of evidence.

FURTHER RESPONDING AS A TENTH AFFIRMATIVE DEFENSE
(Substantial Alteration)

31. To the extent the property at issue has been substantially altered or modified by persons or entities other than the Corrie Defendants, the claims against Defendants may be barred.

FURTHER RESPONDING AS AN ELEVENTH AFFIRMATIVE DEFENSE
(Lack of Opportunity to Investigate)

32. The Corrie Defendants allege that they have not had an opportunity to conduct a sufficient investigation regarding the circumstances of Plaintiffs' allegations. Defendants intend to act as best as they can to discover the pertinent facts and prevailing circumstances surrounding any alleged injury or damage to Plaintiffs as alleged in Plaintiffs' Complaint and give notice of their intent to assert any further affirmative defenses that an investigation may indicate are supported by fact and law.

FURTHER RESPONDING AS A TWELFTH AFFIRMATIVE DEFENSE
(Other Equitable Defenses)

33. The Corrie Defendants allege that Plaintiffs' claims may be barred in whole or in part pursuant to equitable principles including, but not limited to, unclean hands, estoppel, waiver, and/or other equitable defenses applicable under South Carolina law.

FURTHER RESPONDING AS A THIRTEENTH AFFIRMATIVE DEFENSE
(Setoff)

34. The Corrie Defendants would show that they are entitled to a setoff in the amount of all settlement proceeds and/or judgment proceeds obtained from any other party.

FURTHER RESPONDING AS A FOURTEENTH AFFIRMATIVE DEFENSE
(Punitive Damages)

35. The Corrie Defendants would show the claim of Plaintiffs for punitive damages cannot be had because any award of punitive damages under South Carolina law would violate Defendants' equal protection and due process rights as guaranteed by the United States

Constitution and the South Carolina Constitution and would also violate the laws of the State of South Carolina.

36. Alternatively, to the extent that Plaintiffs alleges punitive damages against the Corrie Defendants, such damages are inappropriate in this case because Defendants did not engage in malicious, reckless, wrongful, or intentional conduct upon which an award of punitive damages would be based.

FURTHER RESPONDING AS A FIFTEENTH AFFIRMATIVE DEFENSE
(Attorney's Fees)

37. The Corrie Defendants allege that Plaintiffs' Complaint fails to state a claim upon which attorney's fees can be awarded and/or allege facts which, if proven, would entitle Plaintiffs to an award of attorney's fees.

FURTHER RESPONDING AS A SIXTEENTH AFFIRMATIVE DEFENSE
(Failure to Join Parties)

38. Plaintiffs' Complaint may fail to join parties needed for just adjudication of this matter pursuant to Rule 19, SCRPC. The absence of some or all of those non-joined parties who were or may have been directly involved in the activities and/or services and/or may have been involved in the events relating to the underlying incident may impair or impede those parties' abilities to protect their interests or leave any of the parties already named subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of those parties' claimed interests.

FURTHER RESPONDING AS A SEVENTEENTH AFFIRMATIVE DEFENSE
(Bifurcation Requested)

39. Pursuant to S.C. Code Ann§ 15-32-520, the Corrie Defendants hereby request trial bifurcation on the issues of actual damages and punitive damages.

FURTHER RESPONDING AS AN EIGHTEENTH AFFIRMATIVE DEFENSE

(Reliance on Additional Defenses)

40. The Corrie Defendants hereby give notice that they intend to rely upon such other affirmative defenses as may become available or apparent during the course of discovery, and thus reserve the right to amend their Answer to assert any such defenses.

FURTHER RESPONDING AS A NINETEENTH AFFIRMATIVE DEFENSE
(Reservation)

41. The Corrie Defendants hereby specifically reserve their right to amend or supplement their pleadings to assert any other claims or defenses in law or equity as this Court deems just, legal, equitable, or proper.

FURTHER RESPONDING BY WAY OF COUNTERCLAIM
(Declaratory Judgment)

42. The Corrie Defendants repeat the foregoing paragraphs as fully as if set forth herein.
43. On March 15, 2021, George B. Corrie II and Shawna Corrie took ownership (in fee simple as joint tenants) of 1650 Sandridge Rd. (TMS #: 093-00-00-003), formally described in the deed (attached as Exhibit C and incorporated by reference) as:

ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOWING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J. Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof.

This being the same property as conveyed to Anthony Wayne All and Sandra Rae All by deed of Madelyn W. Jones, dated July 25, 2018 and recorded July 26, 2018 in Book 11470 at Page 1 in the Dorchester County Register of Deeds Office.

44. The Plaintiffs own the property at 1668 Sandridge Road (Lot 3, 093-00-00-025), formally described as:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Keith A. Murray and Stephanie L.R. Murray herein by deed of Paul W Jones and Madelyn W Jones dated February 23, 2011 and recorded in the RMC Office for Dorchester County in Book 7824, page 257 and re-recorded in Book 7897, page 274, aforesaid records.

45. Although the Plaintiff's deed recites an ownership interest in 0.12 acres of the pond, the deed explicitly references the 2005 plat (attached as Exhibit A), which shows only a "*proposed pond*" (emphasis added).
46. The 2018 plat (attached as Exhibit B and incorporated by reference) shows that the pond that was actually dug lies wholly within the bounds of the property owned by the Corrie Defendants.
47. The Corrie Defendants seek judicial construction and interpretation of the recorded documents concerning the pond and a determination of the parties' rights pursuant to S.C. Code Ann. § 15-53-10, et seq.
48. The Corrie Defendants are entitled to a declaratory judgment that the 2005 plat, which shows only a "proposed pond," does not create an ownership interest in the pond, as the pond did not yet exist at the time the plat was drawn.
49. The Corrie Defendants are entitled to a declaratory judgment that the 2018 plat, which shows the pond as it actually exists, accurately represents the boundary lines of the parties' property as they relate to the pond.

50. The Corrie Defendants are entitled to a declaratory judgment that they own 100% of the pond, as it is located wholly within the boundary lines of their property.
51. The Corrie Defendants are entitled to a declaratory judgment that they are within their legal rights as owners in fee simple to erect a fence around their property, including the pond.
52. The Corrie Defendants are entitled to a declaratory judgment that Plaintiffs do not have an ownership interest in the pond on Defendants' property or any rights to access the pond on Defendants' property.

WHEREFORE, having Answered the Complaint, the Corrie Defendants hereby respectfully request this Court look into the matters in this lawsuit, dismiss the complaint, enter judgment in favor of the Defendants, award costs to the Defendants, and grant the Defendants any further/other relief as this Court deems just, proper, legal, and/or equitable.

Respectfully submitted,

s/ Irish "Ryan" Neville

Irish "Ryan" Neville (SC Bar I.D. 76513)

Jacqueline Egan (SC Bar I.D. 77123)

Stephen A. Spitz (SC Bar I.D. 5287)

SPITZ & NEVILLE

151 Meeting Street, Suite 350

Berkeley, SC 29401

843-414-5080

irn@spitzandneville.com

sas@spitzandneville.com

Attorneys for Defendants

George B. Corrie II and Shawna Corrie

Certificate of Service

The undersigned hereby certifies that on November 11, 2021, a copy of the foregoing pleading was served upon the parties/counsel of record via SC E-File and/or e-mail.

s/ Irish "Ryan" Neville
SPITZ & NEVILLE

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STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

**THE PLAINTIFFS' REPLY TO THE
COUNTERCLAIM OF
GEORGE B. CORRIE II AND
SHAWNA CORRIE**

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

The Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown (the "Plaintiffs"), replying to the Counterclaim of the Defendants George B. Corrie, II and Shawna Corrie (the "Defendants"), allege and state as follows:

1. Each and every allegation of the Defendants' Answer and Counterclaim not admitted, denied, or otherwise qualified herein, is hereby deemed denied, and the Plaintiffs demand strict proof thereof.
2. The Plaintiff is not required to respond to the allegations set forth in Paragraphs 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, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41 of the Defendants' Answer and Counterclaim as said

allegations constitute the Defendants' Answer to the Plaintiffs' Complaint. To the extent a reply is required, the Plaintiffs deny the same and demand strict proof thereof.

3. In replying to Paragraph 42 of the Defendants' Answer and Counterclaim, the Plaintiffs repeat and reallege Paragraphs 1 through 2 above as though repeated herein verbatim.

4. In replying to the allegations set forth in Paragraph 43 of the Defendants' Answer and Counterclaim, the Plaintiffs admit only that the Defendants took ownership of 1650 Sandridge Rd. (TMS# 093-00-00-003) by way of Deed conveyed by Anthony Wayne all and Sandra Rae All. The Plat dated October 13, 2018 and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office (the "2018 Plat") does not survey the Plaintiffs' property and incorrectly shows no ownership interest in the pond for the owners of Lots 1 through 4 on the 2005 Plat dated February 6, 2005 and revised May 28, 2005 and recorded on June 21, 2005 in Plat Cabinet K, page 157 in the Dorchester County Register of Deeds Office (the "2005 Plat"). As to the remaining allegations of said Paragraph 43, the Plaintiffs deny the same and demand strict proof thereof.

5. The Plaintiffs admit the allegations set forth in Paragraph 44 of the Defendants' Answer and Counterclaim.

6. As to the allegations set forth in Paragraphs 45 and 46 of the Defendants' Answer and Counterclaim, the Plaintiffs deny same and demand strict proof thereof. Furthermore, the Plaintiffs reiterate that the 2018 Plat does not survey the Plaintiffs' property and incorrectly shows no ownership interest in the pond for the owners of Lots 1 through 4 on the 2005 Plat.

7. The Plaintiffs are not required to reply to the allegations in Paragraph 47 of the Defendants' Answer and Counterclaim as said allegations constitute legal conclusions. To the extent any answer is warranted, the Plaintiffs deny same and demands strict proof thereof.

8. The Plaintiffs deny the allegations set forth in Paragraphs 48, 49, 50, 51 and 52 of the Defendants' Answer and Counterclaim and demand strict proof thereof. Again, Plaintiffs reiterate that the 2018 Plat does not survey Plaintiffs' property and incorrectly shows no ownership interest in the pond for the owners of Lots 1 through 4 on the 2005 Plat.

WHEREFORE, having answered the Defendants' Answer and Counterclaim, Plaintiffs pray that this Court enter judgment as follows:

1. Dismisses the Defendants' Answer and Counterclaim;
2. That this Court grant an Order declaring Plaintiffs to clean and maintain their respective portion of their property according to the Plat dated May 28, 2005, and recorded on June 21, 2005 in the Office of Register of Deeds in Book K at page 157;
3. Enjoining Defendants from blocking Plaintiffs' access to their property by removing the fencing they placed on it;
4. Awarding the Plaintiffs attorneys' fees and costs; and
5. Awarding any and all such further relief as this Court may deem just and proper.

Mt. Pleasant, South Carolina

November 12, 2021

BUIST BYARS & TAYLOR LLC

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Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) CASE NO. 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,)
Plaintiffs,)

v.)

**ANSWER OF DEFENDANT
THE BANK OF SOUTH CAROLINA
TO PLAINTIFFS' COMPLAINT**

George B. Corrie, II, Shawna Corrie,)
Anthony Wayne All, Sandra Rae All, Paul)
W. Jones, Madelyn W. Jones, Keith A.)
Murray, Stephanie L. R. Murray, Dollar)
Bank Federal Savings Bank, The Bank of)
South Carolina, John Doe and Mary Roe,)
fictitiousnames representing all unknown)
persons who may claim any right, title or)
interest or lien upon the subject real estate,)
as well as anyone who may be incompetents,)
in the military, or under any legal disability,)
and Richard Roe and Sarah Doe, fictitious)
names representing all unknown heirs and)
devises,)
Defendants.)

Defendant The Bank of South Carolina (the "Bank"), files this its Answer to the Complaint filed by Plaintiffs Sinclair Brown, Jr. and Joetta A. Brown ("Plaintiffs"), and answers as follows:

FOR A FIRST DEFENSE

1. All allegations contained in Plaintiffs' Complaint not specifically admitted by the Bank are denied.
2. The Bank is without sufficient information or knowledge so as to form a belief as to the truth of Paragraphs 1 through 6 of Plaintiffs' Complaint, and accordingly the Bank denies those allegations.
3. In response to Paragraph 7 of Plaintiffs' Compliant, The Bank admits that it is a

financial institution located in Charleston County, South Carolina, and that it has a mortgage lien on certain real property identified by Dorchester County Tax Map Number 093-00-00-003. The Bank is without sufficient information or knowledge to form a belief as to the truth of the remainder of Paragraph 7 and accordingly denies those allegations.

4. The Bank is without sufficient information or knowledge to form a belief as to the truth of Paragraphs 8 and 9 of Plaintiffs' Complaint, and accordingly the Bank denies those allegations.

5. In response to Paragraph 10 of Plaintiffs' Complaint, the Bank incorporates its answers to Paragraphs 1 through 9 of Plaintiffs' Complaint as if fully set forth herein.

6. The Bank is without sufficient information or knowledge so as to form a belief as to the truth of Paragraphs 11 and 12 of Plaintiffs' Complaint, and accordingly the Bank denies those allegations.

7. In response to Paragraph 13 of Plaintiff's Complaint, the Bank admits it holds a mortgage on the following described property, but it is without sufficient information or knowledge so as to form a belief as to the truth of the remainder of Paragraph 13 of Plaintiffs' Complaint, and accordingly the Bank denies those allegations:

ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J. Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof.

8. The Bank is without sufficient information or knowledge so as to form a belief as to

the truth of Paragraphs 14 through 20 of Plaintiffs' Complaint, and accordingly the Bank denies those allegations.

9. In response to Paragraph 21 of Plaintiffs' Complaint, the Bank incorporates its answers to Paragraphs 1 through 20 of Plaintiffs' Complaint as if fully set forth herein.

10. The Bank is without sufficient information or knowledge so as to form a belief as to the truth of Paragraphs 22 through 24 of Plaintiffs' Complaint, and accordingly the Bank denies those allegations.

11. In response to Paragraph 25 of Plaintiffs' Complaint, the Bank incorporates its answers to Paragraphs 1 through 24 of Plaintiffs' Complaint as if fully set forth herein.

12. The Bank is without sufficient information or knowledge so as to form a belief as to the truth of Paragraphs 26 through 28 of Plaintiffs' Complaint, and accordingly the Bank denies those allegations.

13. In response to Paragraph 29 of Plaintiffs' Complaint, the Bank incorporates its answers to Paragraphs 1 through 28 of Plaintiffs' Complaint as if fully set forth herein.

14. The Bank is without sufficient information or knowledge so as to form a belief as to the truth of Paragraphs 30 through 33 of Plaintiffs' Complaint, and accordingly the Bank denies those allegations.

AFFIRMATIVE DEFENSES

FOR A SECOND DEFENSE

15. The Bank hereby incorporates by reference its previous defenses which are consistent with this defense.

16. The Bank is the owner and holder of a first lien mortgage, in the original principal

amount of \$188,000.00, dated March 15, 2021 and recorded on March 15, 2021 in Book 13199 at Page 249, in the Office of the Register of Deeds for Dorchester County, South Carolina. Any interest that Plaintiffs' claim in the mortgaged property is junior in priority to the Bank's first lien mortgage.

FOR A THIRD DEFENSE

17. The Bank hereby incorporates by reference its previous defenses which are consistent with this defense.

18. Some or all of Plaintiffs' claims are barred by statute of limitations.

FOR A FOURTH DEFENSE

19. The Bank hereby incorporates by reference its previous defenses which are consistent with this defense.

20. Some or all of Plaintiffs' claims are barred because of Plaintiffs' failure to state a claim upon which relief can be granted.

FOR A FIFTH DEFENSE

21. The Bank hereby incorporates by reference its previous defenses which are consistent with this defense.

22. Some or all of Plaintiffs' claims are barred by the doctrines of estoppel, waiver and release.

FOR A SIXTH DEFENSE

23. The Bank hereby incorporates by reference its previous defenses which are consistent with this defense.

24. Some or all of Plaintiffs' claims are barred because of Plaintiffs' failure to mitigate the damages Plaintiffs' allege they incurred.

WHEREFORE, PREMISES CONSIDERED, Defendant The Bank of South Carolina prays as follows:

- A. That the Court determine the priority of the interests of the parties in the mortgaged property;
- B. That the Court deny Plaintiffs any relief which adversely affects the Bank's interest in the mortgaged property;
- C. That the Court award the Bank attorneys' fees and costs as may seem just and equitable, pursuant to S.C. Code Ann. 15-53-100 (2022); and
- D. That the Court grant the Bank any other relief, legal or equitable, to which it may show itself entitled.

Respectfully submitted,

Charleston, South Carolina
March 21, 2022

/s/Larry D. Cohen
Larry D. Cohen
S.C. Bar No. 6264
Larry D. Cohen, LLC
P.O. Box 30547
Charleston, South Carolina 29417
Tel: (843) 225-4445
Fax: (843) 225-2009
Ldcohen@Ldcohenlaw.com

ATTORNEY FOR DEFENDANT
THE BANK OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

NOTICE OF TRIAL HEARING

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

YOU WILL PLEASE TAKE NOTICE that a three (3) day trial hearing in the above-captioned matter will be held before the Honorable James E. Chellis, Master in Equity for Dorchester County, located at the Dorchester County Courthouse, 5200 E. Jim Bilton Blvd., St. George, SC 29477 starting on **Monday, September 18, 2023 at 10:00 A.M and will continue on Tuesday, September 19, 2023 through Wednesday, September 20, 2023.**

PLEASE BE PRESENT IF SO MINDED.

Respectfully submitted.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

June 22, 2023

By: s/G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
SC Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
hamlin.okelley@buistbyars.com
Attorney for Plaintiffs

ELECTRONICALLY FILED - 2023 Jun 22 10:03 AM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

NOTICE OF TRIAL HEARING

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

YOU WILL PLEASE TAKE NOTICE that a three (3) day trial hearing in the above-captioned matter will be held before the Honorable James E. Chellis, Master in Equity for Dorchester County, located at the Dorchester County Courthouse, 5200 E. Jim Bilton Blvd., St. George, SC 29477 starting on **Monday, October 16, 2023 starting at 11:30 A.M, Tuesday October 17, 2023 starting at 10:00 A.M., and Wednesday, October 18, 2023 starting at 10:00 A.M.**

PLEASE BE PRESENT IF SO MINDED.

Respectfully submitted.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina
September 12, 2023

By: s/G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
SC Bar No. 15491
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(843) 856-4488
hamlin.okelley@buistbyars.com
Attorney for Plaintiffs

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable James E. Chellis, Master In Equity

Case No. 2021-CP-18-01535

George B. Corrie, II and Shawna Corrie Appellants

V.

Sinclair Brown, Jr. and Joetta A. Brown. Respondents

NOTICE OF APPEAL

George B. Corrie, II and Shawna Corrie appeal the written Final Decree/Order of the Honorable James E. Chellis, Master In Equity for Dorchester County Circuit Court dated February 6, 2024 and the Judge Chellis' Order denying Appellants' timely Motion to Reconsider his Final Decree/Order, dated March 6, 2024. Appellants received written notice of entry of these Orders on February 6, 2024 and March 6, 2024, respectively.

March 15, 2024

s/Steven L. Smith
Steven L. Smith
Zachary J. Closser
Smith | Closser, PA
P.O. Box 40578
Charleston, SC 29423-0578
(843) 760-0220
Attorneys for Appellants

Other counsel of record is:

G. Hamlin O'Kelley, III, Esq.
Attorney for the Respondents

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiff,

George B. Corrie, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul w. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, the Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sara Doe, fictitious names representing all unknown heirs and devisees.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2021-CP-18-01535

DEFENDANTS ANTHONY WAYNE
ALL AND SANDRA RAE ALL'S
MOTION TO DISMISS

TO: G. HAMLIN O'KELLEY, III, ESQUIRE, ATTORNEY FOR THE PLAINTIFFS:

PLEASE TAKE NOTICE that the Defendants, Anthony Wayne All and Sandra Rae All, by and through their undersigned attorney, will move before the Presiding Judge for the First Judicial Circuit within ten (10) day following service of this Motion or as soon thereafter as may be heard for an Order dismissing the Plaintiff's Complaint.

The basis of this motion is that, pursuant to Rule 12(b)(6), SCRPC, the Plaintiff has failed to state facts sufficient to constitute as action against these Defendants.

SMITH | CLOSSER | WHEELER, P.A.

s/Steven L. Smith

Steven L. Smith- SC Bar No.: 5173
ssmith@scnlaw.com
7455 Cross County Road, Suite 1
P.O. Box 40578
Charleston, SC 29423-0578
(843) 760-0220
Attorney for the Plaintiff

October 4, 2021
Charleston, South Carolina
21-332

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiff,

v.

George B. Corrie, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul w. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, the Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sara Doe, fictitious names representing all unknown heirs and devisees.

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2021-CP-18-01535

DEFENDANTS ANTHONY WAYNE
ALL AND SANDRA RAE ALL'S
MOTION FOR SUMMARY
JUDGMENT

TO: G. HAMLIN O'KELLEY, III, ESQUIRE, ATTORNEY FOR THE PLAINTIFFS:

PLEASE TAKE NOTICE that the Defendants, Anthony Wayne All and Sandra Rae All, by and through their undersigned attorney, will move before the Presiding Judge for the First Judicial Circuit within ten (10) day following service of this Motion or as soon thereafter as may be heard for Summary Judgment.

This Motion for Summary Judgment is based upon the fact that there is no genuine reason as to any material fact and the Defendants are entitled to judgment as a matter of law. This Motion will be supported by Rule 56, South Carolina Rules of Civil Procedure, affidavits to be subsequently filed and Memorandum of Law which may hereinafter be submitted.

I certify that, in accordance with Rule 11, SCRCP, I have attempted to resolve this matter through consultation with opposing counsel, or that consultation is not required.

SMITH | CLOSSER, P.A.

s/Steven L. Smith
Steven L. Smith- SC Bar No.: 5173
ssmith@scnlaw.com
7455 Cross County Road, Suite 1
P.O. Box 40578
Charleston, SC 29423-0578
(843) 760-0220
Attorney for the Plaintiff

December 13, 2021
Charleston, South Carolina
21-332

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

**MOTION FOR SUMMARY
JUDGMENT**

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

YOU WILL PLEASE TAKE NOTICE that the Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown, (hereinafter the "Plaintiffs"), by and through their undersigned counsel, will move on the tenth (10th) day after service hereof or as soon as counsel may be heard before the presiding judge for Charleston County for an order Declaring the Plaintiffs to clean and maintain their respective portion of their property according to the Plat dated May 28, 2005, and recorded on June 21, 2005, in the Office of the Register of Deeds in Book K at Page 157 and enjoining the Defendants, George B. Corrie, II and Shawna Corrie, (hereinafter "The Defendants"), from blocking Plaintiffs' access to their property by removing the fencing they placed on it; thus requiring the Defendant to comply with the restrictions.

This Motion is based upon the Plaintiffs' First Set of Requests for Admission to the Defendants, served, unanswered and otherwise deemed admitted by the Defendants. A copy of the Requests for Admission as served are attached hereto as Exhibit "A" and incorporated by reference herein.

Pursuant to Rule 11 SCRCF, counsel certifies that there is no duty of consultation connected with the filing of this motion.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina

BUIST BYARS & TAYLOR LLC

January 20, 2022

By: s/G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
SC Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
hamlin.okelley@buistbyars.com
Attorneys for Plaintiffs

IN THE STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NO.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiffs,

vs.

**NOTICE OF MOTION AND MOTION
TO WITHDRAW ADMISSIONS BY
GEORGE B. CORRIE II
AND SHAWNA CORRIE**

George B. Corrie II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon
the subject real estate, as well as anyone who
may be incompetents, in the military, or under
any legal disability, and Richard Roe and
Sarah Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

TO: PLAINTIFFS, SINCLAIR BROWN, JR., AND JOETTA BROWN:

PLEASE TAKE NOTICE that Defendants George Corrie II and Shawna Corrie (“the Corries”), by and through their undersigned counsel, will move before the Presiding Judge for the Dorchester County Court of Common Pleas as soon as this matter may be heard for an order permitting the Corries to withdraw the admissions that resulted from their inadvertent failure to respond to Plaintiffs’ Requests to Admit and substitute the attached responses to those requests, which the Corries e-mailed to Plaintiffs on January 27, 2022.

This motion is based upon the following: Rule 36(b) of the South Carolina Rules of Civil Procedure; the common law of South Carolina; any other controlling or persuasive law; equity; a

memorandum of law that may be submitted before a hearing on this matter; testimony that may be presented at a hearing on this matter; argument of counsel at a hearing on this matter; and the Court's inherent power to do all things reasonably necessary to insure that just results are reached to the fullest extent possible¹.

Respectfully submitted,

s/ Jacqueline Egan

Irish "Ryan" Neville (SC Bar I.D. 76513)

Jacqueline Egan (SC Bar I.D. 77123)

Stephen A. Spitz (SC Bar I.D. 5287)

SPITZ & NEVILLE

151 Meeting Street, Suite 350

Charleston, SC 29401

843-414-5080

irn@spitzandneville.com

jhe@spitzandneville.com

sas@spitzandneville.com

Attorneys for George and Shawna Corrie

¹ Ex parte Dibble, 279 S.C. 592, 595, 310 S.E.2d 440, 442 (Ct. App. 1983).

Certificate of Service

The undersigned hereby certifies that on February 1, 2022, a copy of the foregoing pleading was served upon the parties/counsel of record via SC E-File and/or e-mail.

s/ Jacqueline Egan
SPITZ & NEVILLE

ELECTRONICALLY FILED - 2022 Feb 01 5:55 PM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

IN THE STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NO.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiffs,

vs.

George B. Corrie II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L. R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees,

Defendants.

**THE CORRIES' MEMORANDUM
IN OPPOSITION TO
PLAINTIFFS' MOTION
FOR SUMMARY JUDGMENT**

This Memorandum is submitted in opposition to the Motion for Summary Judgment filed by Plaintiffs, Sinclair Brown, Jr., and Joetta Brown, against Defendants George Corrie and Shawna Corrie (collectively, "the Corries" or "the Corrie Defendants").

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs own the property at 1668 Sandridge Road, Dorchester, SC 29437 (TMS # 093-00-00-025), which is designated as Lot 3 on the 2005 plat. (Def's Ex. A.) The Corrie Defendants own the property at 1650 Sandridge Road, Dorchester, SC 29437 (TMS # 093-00-00-003), which is designated as the residual property. The northern boundary of Plaintiffs' property forms part of the southern boundary of the Corries' property.

This dispute concerns ownership of the pond that was dug some time between 2005 and 2018. Believing that they own the entire property, the Corries fenced off access to the pond. Plaintiffs contend that they own a portion of the pond. Plaintiffs base this claim on a drawing of a quadrilateral “proposed pond” that appears on the 2005 plat. (Def’s Ex. A.) The proposed pond is admittedly drawn in a way that partly extends onto Lots 1-4.

However, a second survey was done after the pond was actually dug, resulting in the recording of the 2018 plat. (Def’s Ex. B.) This plat shows that the actual pond differs in location and shape from the proposed pond that was drawn on the 2005 plat, the actual pond being roughly L-shaped, with the northeast corner missing. (There is a smaller pond east of the main pond, the ownership of which is not in dispute.) Critically, the 2018 plat shows no ownership interest in the pond for the owners of Lots 1-4. Plaintiffs admit that the 2018 plat shows no ownership interest for them but dismiss this plat as an incorrect representation of their property lines, relying instead on the “proposed pond” drawn on the 2005 plat and their 2014 deed, which recites an ownership interest in 0.12 acres of the pond “as more particularly shown on” the 2005 plat.

Plaintiffs filed this action on September 2, 2021, seeking, among other things, a declaratory judgment that they “own a portion of the pond.” (Pl.’s Complaint at ¶ 23.) On November 11, 2021, the Corries filed their answer. The Corries defended on the basis that the 2005 plat, which shows only a drawing of a *proposed* pond, does not create or show an ownership interest in the pond that was later dug on the Corries’ property. The Corries further argued that ownership in the pond should be determined by where the actual pond is located (not a drawing of a proposed pond) and that the 2018 plat accurately represents the location of (and therefore the ownership interests in) the actual pond.

The Corries counterclaimed for a declaratory judgment that:

- a) the 2018 plat, which shows the pond as it actually exists, accurately represents the boundary lines of the parties' property as they relate to the pond;
- b) they own 100% of the pond, as it is located wholly within the boundary lines of their property;
- c) they are within their legal rights as owners in fee simple to erect a fence around their property, including the pond; and
- d) Plaintiffs do not have an ownership interest in the pond on Defendants' property or any rights to access the pond on Defendants' property.

On November 15, Plaintiffs served discovery requests on the Corries. Despite the fact that the Corries had already addressed the probative value of the deed and the 2005 plat in their answer -- and that Plaintiffs were therefore fully aware of the position taken by the Corries --

Plaintiffs included the following requests to admit:

11. Admit that the Plat named as Exhibit E shows the proposed pond as being a portion of property owned by the Plaintiffs.
12. Admit that the Plat named as Exhibit A shows the proposed pond as being a portion of property owned by Lots, 1, 2, 3 and 4 as shown in this Plat.
14. Admit that the Plat named as Exhibit F does not survey the property owners in Lot 1, 2, 3 and 4.
15. Admit that the Defendants have placed fencing around the pond, portions of which are owned by the property owners of Lots 1, 2, 3 and 4, and of which one of those lots are owned by the Plaintiffs.

On January 20, 2022, Plaintiffs moved for summary judgment on the basis that their unanswered requests were "deemed admitted by the Defendants" despite the fact that the Corries specifically addressed these issues in their answer. On January 27, 2022, the Corries e-mailed their responses to Plaintiffs' requests for admission and followed up by e-mailing the responses to Plaintiffs' remaining discovery requests on February 1, 2022. The Corries admit that they

were late in submitting their responses to Plaintiffs' discovery requests and apologize for the delay. The attorney who was handling the discovery responses was preoccupied with the birth of his second child. Shortly thereafter, when that attorney returned to work, he contracted covid and was out of the office for two weeks. Additionally, the Corries contracted covid during this period.

On February 2, 2022, the Corries moved to withdraw the admissions that resulted from their inadvertent failure to respond to Plaintiffs' Requests to Admit and substitute the responses to those requests that the Corries had e-mailed to Plaintiffs. They then filed this Memorandum in Opposition to Plaintiffs' Motion for Summary Judgment.

STANDARD FOR SUMMARY JUDGMENT

"The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder." Dawkins v. Fields, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (quoting George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). South Carolina's summary judgment rule is "is substantially the same as the Federal Rule." Rule 56, SCRCPC (explanatory note).

Summary judgment is proper where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is dispute as to the conclusion to be drawn from those facts. All ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the movant.

Tupper v. Dorchester Cty., 326 S.C. 318, 325, 487 S.E.2d 187, 191 (1997) (internal citations omitted).

Since it is a drastic remedy, summary judgment "should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues." Baughman v. Am.

Tel. & Tel. Co., 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991) (quoting Watson v. S. Ry. Co., 420 F. Supp. 483, 486 (D.S.C. 1975), aff'd, 542 F.2d 1170 (4th Cir. 1976)).

ARGUMENT

I. PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT SHOULD BE DENIED, BECAUSE THERE IS A GENUINE ISSUE OF MATERIAL FACT AS TO THE LOCATION OF THE POND AND THEREFORE WHO OWNS THE POND.

A. Plaintiffs' Complaint and the Corries' Answer and Counterclaim established right at the outset that the parties fundamentally disagree about the location and ownership of the pond and that there is conflicting evidence regarding these issues.

1. The location of the pond constitutes a material fact, because it is relevant to the issue of who owns the pond, which is the subject of the claim and counterclaim for a declaratory judgment.

"A 'material' fact is one that is relevant to an element of a claim or defense and whose existence might affect the outcome of the suit. The materiality of a fact is thus determined by the substantive law governing the claim or defense." T.W. Elec. Serv. v. Pac. Elec. Contractors Ass'n, 809 F.2d 626, 630 (9th Cir. 1987) (citing Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)).

In this case, both the plaintiffs and the Corries seek a declaratory judgment regarding the ownership of the pond. Plaintiffs have also asserted some secondary claims for trespass and nuisance that rest on the assumption that they own a portion of the pond and therefore cannot be denied access to the pond. The location of the pond is not merely relevant to an element of a claim or defense; it goes to the very heart of the dispute, having the potential to be dispositive of the entire case (should it be proven that the pond is located wholly within the boundary lines of the Corries' property).

2. There is conflicting evidence about the location of the pond, and when there is conflicting evidence, the court must assume the truth of the evidence set forth by the nonmoving party with respect to that fact.

[T]he issue of material fact required by Rule 56(c) to be present to entitle a party to proceed to trial is not required to be resolved conclusively in favor of the party asserting its existence; rather, all that is required is that sufficient evidence supporting the claimed factual dispute be shown to require a jury or judge to resolve the parties' differing versions of the truth at trial.

First Nat. Bank of Ariz. v. Cities Serv., 391 U.S. 253, 288-89 (1968).

Plaintiffs contend that they own a portion of the pond based on 1) the 2005 plat that includes a drawing of a "proposed pond" that appears to partly extend onto their lot; and 2) their 2014 deed, which recites an ownership interest in 0.12 acres of the pond "as more particularly shown on" the 2005 plat.

In their answer, the Corries argued that the 2005 plat showing a drawing of a "proposed pond" and a deed referencing that drawing on a plat were insufficient to create an ownership interest in a pond that did not yet exist and that the location of the actual pond should determine who owns it. The Corries contend that the pond is located wholly within their property, and they introduced the 2018 plat as evidence of this claim.

"Summary judgment should only be granted in those cases where the plain, palpable and indisputable facts exist on which reasonable minds cannot differ." Tom Jenkins Realty, Inc. v. Hilton, 278 S.C. 624, 626, 300 S.E.2d 594, 595 (1983). Reasonable minds can differ about the accuracy of the plats and the weight that should be assigned to them.

Indeed, at the summary judgment stage of litigation, "the judge does not weigh conflicting evidence with respect to a disputed material fact" or "make credibility determinations with respect to statements made." L & W Wholesale, Inc. v. Gore, 305 S.C. 250, 253, 407 S.E.2d 658, 659 (Ct. App. 1991) (quoting T.W. Elec. Serv., 809 F.2d at 630).

These determinations are within the province of the factfinder at trial. Therefore, at summary judgment, the judge must view the evidence in the light most favorable to the nonmoving party: if direct evidence produced by the moving party conflicts with direct evidence produced by the nonmoving party, the judge must assume the truth of the evidence set forth by the nonmoving party with respect to that fact. Put another way, if a rational trier of fact might resolve the issue in favor of the nonmoving party, summary judgment must be denied.

T.W. Elec. Serv., 809 F.2d at 630-31 (citing Matsushita Elec. Indus. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)).

The parties have already introduced conflicting evidence (attached as exhibits to their pleadings) about the location of the pond in the form of two different plats: a 2005 plat showing a drawing of a proposed pond that slightly overlaps Plaintiffs' property and a 2018 plat showing the then-extant pond wholly located on the Corries' property. The due process requirement to view the evidence in the light most favorable to the Corries *requires* the court to assume that the 2018 plat is the more accurate representation of the pond's location. When that fact is assumed, it cannot be said that the Plaintiffs are entitled to judgment as a matter of law that they own a portion of the pond.

3. Even if conflicting evidence had not already been presented, it would be premature to grant summary judgment before the Corries have had a full and fair opportunity to complete discovery.

Since it is a drastic remedy, summary judgment should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues. This means, among other things, that summary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery.

Baughman, 306 S.C. at 112 (internal citations omitted). Discovery should be allowed to proceed if the non-moving party can demonstrate "a likelihood that further discovery will uncover additional evidence relevant to the issue ... and that they are not merely engaged in a 'fishing expedition.'" Id. In this case, the Corries would like to have the opportunity to conduct a survey of the pond and the adjacent properties, which would clearly be relevant to the issue of where the

pond is located and therefore who owns the pond. Moreover, the Corries would like to have the opportunity to investigate whether the grantors in the Plaintiffs' chain of title actually had any ownership interest in the proposed pond to be conveyed to Plaintiffs.

An additional factor militating against granting summary judgment in this early stage of the litigation is whether the non-moving party has been "dilatory in seeking discovery on the issue." *Id.* at 113. What is "dilatory" depends upon the particular posture of the case presented. Paul Kadair, Inc. v. Sony Corp. of Am., 694 F.2d 1017, 1031 (5th Cir. 1983) (cited by Baughman 306 S.C. at 113). One such factor is how long the case had been pending before the request for summary judgment. Paul Kadair at 1031. It is difficult to argue that the Corries could have been "dilatory in seeking discovery" at such an early stage, having only been served 4.3 months before Plaintiffs moved for summary judgement.

Give the early posture of this case and the Corries' desire to conduct additional discovery -- such as by having a survey done to determine the true location of the pond and by examining the Plaintiffs' chain of title -- it would be premature to grant summary judgment to the Plaintiffs at this stage.

- B. The Corries have moved to withdraw the inadvertent admissions that serve as the basis for the Plaintiffs' motion for summary judgment, but even if the Corries are bound to these admissions, genuine issues of material fact remain to be determined.**

Plaintiffs have the burden of clearly establishing the absence of a triable issue of fact. Standard Fire Co., 301 S.C. at 422. "On a motion for summary judgment, the moving party carries the burden of proof even when the nonmoving party does not submit any evidence in opposition." Beneficial Fin. I, Inc. v. Windham, 431 S.C. 256, 267, 847 S.E.2d 793, 799 (Ct. App. 2020).

A party seeking summary judgment has the burden of clearly establishing by the record properly before the [c]ourt the absence of a triable issue of fact. All inferences from facts in the record must be viewed in the light most favorable to the party opposing the motion for summary judgment. A party who fails to show the absence of a genuine issue of material fact is not entitled to summary judgment *even though his adversary does not come forward with opposing materials.*

Beneficial Fin. I, 431 S.C. at 267 (emphasis original) (quoting Standard Fire Co. v. Marine Contracting & Towing Co., 301 S.C. 418, 422, 392 S.E.2d 460, 462 (1990)).

1. At a minimum, a decision to grant summary judgment should be delayed until the Court has had the opportunity to carefully consider the Corries' motion to withdraw the admissions that resulted from their inadvertent failure to respond to Plaintiffs' Requests to Admit.

On its face, Plaintiffs' Motion for Summary Judgment is solely "based upon the Plaintiffs' First Set of Requests for Admission to the Defendants, served, unanswered and otherwise deemed admitted by the Defendants." If those foundational admissions are withdrawn, it follows that Plaintiffs' motion should be denied.

2. Even if the Corries are bound to their inadvertent admissions, there remain genuine issues of material fact to be determined: namely, *how much* of the pond is owned by Plaintiffs, which portion of the pond they own, and what, if any, right they have to access the portion of the pond that is on Defendants' property.

Admissions 2 and 6 simply acknowledge that the text of the deeds referenced in the requests to admit is the same as the text presented in the requests. Admission 5 acknowledges that the Murrays are Plaintiffs' predecessors-in-title. Admissions 11-12 are written descriptions of the proposed pond that was drawn on the 2005 plat. Admission 14 states that the Plaintiffs' property was not surveyed during the creation of the 2018 plat (but critically does not state that the 2018 plat does not accurately represent the pond as it actually existed at the time).

Admission 15 is the most explicit in describing some ownership interest in the pond by the Plaintiffs but stops short of establishing *what* percentage of the pond is owned by the Plaintiffs, which portion of the pond they own (that is, where exactly the Plaintiffs' property line

is in relation to the pond), or that such partial ownership entitles them to access the *entire* pond, including the portion on the Corries' property (which constitutes the majority of the pond even if everything the Plaintiffs have said is true).

CONCLUSION

Plaintiffs' Motion for Summary Judgment should be denied -- and the case allowed to proceed to trial -- because when viewing the evidence in the light most favorable to the Corries, there are genuine issues of material fact concerning the location, ownership, and right of access to the pond.

Respectfully submitted,

s/ Jacqueline Egan
Irish "Ryan" Neville (SC Bar I.D. 76513)
Jacqueline Egan (SC Bar I.D. 77123)
Stephen A. Spitz (SC Bar I.D. 5287)
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Attorneys for George and Shawna Corrie

Certificate of Service

The undersigned hereby certifies that on February 8, 2022, a copy of the foregoing pleading was served upon the parties/counsel of record via SC E-File and/or e-mail.

s/ Jacqueline Egan
SPITZ & NEVILLE

ELECTRONICALLY FILED - 2022 Feb 08 2:42 PM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

IN THE STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NO.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiffs,

vs.

**MEMORANDUM IN SUPPORT OF
MOTION TO WITHDRAW
ADMISSIONS BY GEORGE B. CORRIE
II AND SHAWNA CORRIE**

George B. Corrie II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L. R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees,

Defendants.

This Memorandum is submitted in support of the Motion to Withdraw Admissions by George B. Corrie II and Shawna Corrie filed by Defendants George Corrie and Shawna Corrie (collectively, "the Corries" or "the Corrie Defendants").

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs own the property at 1668 Sandridge Road, Dorchester, SC 29437 (TMS # 093-00-00-025), which is designated as Lot 3 on the 2005 plat. (Def's Ex. A.) The Corrie Defendants own the property at 1650 Sandridge Road, Dorchester, SC 29437 (TMS # 093-00-00-003), which is designated as the residual property. The northern boundary of Plaintiffs' property forms part of the southern boundary of the Corries' property.

This dispute concerns ownership of the pond that was dug some time between 2005 and 2018. Believing that they own the entire property, the Corries fenced off access to the pond. Plaintiffs contend that they own a portion of the pond. Plaintiffs base this claim on a drawing of a quadrilateral “proposed pond” that appears on the 2005 plat. (Def’s Ex. A.) The proposed pond is admittedly drawn in a way that partly extends onto Lots 1-4.

However, a second survey was done after the pond was actually dug, resulting in the recording of the 2018 plat. (Def’s Ex. B.) This plat shows that the actual pond differs in location and shape from the proposed pond that was drawn on the 2005 plat, the actual pond being roughly L-shaped, with the northeast corner missing. (There is a smaller pond east of the main pond, the ownership of which is not in dispute.) Critically, the 2018 plat shows no ownership interest in the pond for the owners of Lots 1-4. Plaintiffs admit that the 2018 plat shows no ownership interest for them but dismiss this plat as an incorrect representation of their property lines, relying instead on the “proposed pond” drawn on the 2005 plat and their 2014 deed, which recites an ownership interest in 0.12 acres of the pond “as more particularly shown on” the 2005 plat.

Plaintiffs filed this action on September 2, 2021, seeking, among other things, a declaratory judgment that they “own a portion of the pond.” (Pl.’s Complaint at ¶ 23.) On November 11, 2021, the Corries filed their answer. The Corries defended on the basis that the 2005 plat, which shows only a drawing of a *proposed* pond, does not create or show an ownership interest in the pond that was later dug on the Corries’ property. The Corries further argued that ownership in the pond should be determined by where the actual pond is located (not a drawing of a proposed pond) and that the 2018 plat accurately represents the location of (and therefore the ownership interests in) the actual pond.

The Corries counterclaimed for a declaratory judgment that:

- a) the 2018 plat, which shows the pond as it actually exists, accurately represents the boundary lines of the parties' property as they relate to the pond;
- b) they own 100% of the pond, as it is located wholly within the boundary lines of their property;
- c) they are within their legal rights as owners in fee simple to erect a fence around their property, including the pond; and
- d) Plaintiffs do not have an ownership interest in the pond on Defendants' property or any rights to access the pond on Defendants' property.

On November 15, Plaintiffs served discovery requests on the Corries. Despite the fact that the Corries had already addressed the probative value of the deed and the 2005 plat in their answer -- and that Plaintiffs were therefore fully aware of the position taken by the Corries -- Plaintiffs included the following requests to admit:

11. Admit that the Plat named as Exhibit E shows the proposed pond as being a portion of property owned by the Plaintiffs.
12. Admit that the Plat named as Exhibit A shows the proposed pond as being a portion of property owned by Lots, 1, 2, 3 and 4 as shown in this Plat.
14. Admit that the Plat named as Exhibit F does not survey the property owners in Lot 1, 2, 3 and 4.
15. Admit that the Defendants have placed fencing around the pond, portions of which are owned by the property owners of Lots 1, 2, 3 and 4, and of which one of those lots are owned by the Plaintiffs.

On January 20, 2022, Plaintiffs moved for summary judgment on the basis that their unanswered requests were "deemed admitted by the Defendants" despite the fact that the Corries specifically addressed these issues in their answer. On January 27, 2022, the Corries e-mailed their responses to Plaintiffs' requests for admission and followed up by e-mailing the responses to Plaintiffs' remaining discovery requests on February 1, 2022. The Corries admit that they

were late in submitting their responses to Plaintiffs' discovery requests and apologize for the delay. The attorney who was handling the discovery responses was preoccupied with the birth of his second child. Shortly thereafter, when that attorney returned to work, he contracted covid and was out of the office for two weeks. Additionally, the Corries contracted covid during this period.

On February 2, 2022, the Corries moved to withdraw the admissions that resulted from their inadvertent failure to respond to Plaintiffs' Requests to Admit and substitute the responses to those requests that the Corries had e-mailed to Plaintiffs. They then filed a Memorandum in Opposition to Plaintiffs' Motion for Summary Judgment.

STANDARD FOR WITHDRAWING ADMISSIONS

Rule 36(a), SCRCP provides:

A party may serve upon any other party a written request for the admission, for purposes of the pending action only, of the truth of any matters within the scope of Rule 26(b) set forth in the request that relate to statements or opinions of fact or of the application of law to fact, including the genuineness of any documents described in the request...

....

...The matter is admitted unless, within 30 days after service of the request, or within such shorter or longer time as the court may allow or as stipulated in writing by the parties pursuant to Rules 29 and 6(b), the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter.

Rule 36(b) sets forth the effects of such admissions and the procedure for withdrawing them:

Any matter admitted under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission. Subject to the provisions of Rule 16 governing amendment of a pre-trial order, the court may permit withdrawal or amendment when the presentation of the merits of the action will be subserved thereby and the party who obtained the admissions fails to satisfy the court that withdrawal or amendment will prejudice him in maintaining his action or defense on the merits.

The first element -- whether presentation of the merits of the action will be subverted by allowing withdrawal of the admission -- requires an analysis of whether the admission involves “key factual elements” of a claim or defense. Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 110, 410 S.E.2d 537, 542 (1991) (“presentation of the merits will be subverted since the admissions, if not dispositive, involve key factual elements of Plaintiffs’ causes of action.”) (citing Westmoreland v. Triumph Motorcycle Corp., 71 F.R.D. 192, 193 (D. Conn. 1976); and Pleasant Hill Bank v. United States, 60 F.R.D. 1, 3-4 (W.D. Mo. 1973)).

The second element requires an analysis of whether the party who obtained the admission can demonstrate that he prejudicially relied on the admission in maintaining his action or defense on the merits. Barber v. Hobbs, 313 S.C. 319, 321, 437 S.E.2d 409, 410 (Ct. App. 1993); see also Scott v. Greenville Hous. Auth., 353 S.C. 639, 651, 579 S.E.2d 151, 157 (Ct. App. 2003).

ARGUMENT

I. THE CORRIES SHOULD BE PERMITTED TO WITHDRAW THE ADMISSIONS THAT RESULTED FROM THEIR INADVERTENT FAILURE TO RESPOND TO PLAINTIFFS’ REQUESTS TO ADMIT, BECAUSE THIS WOULD SERVE THE PRESENTATION OF THE MERITS OF THE ACTION, AND PLAINTIFFS WOULD NOT BE PREJUDICED IN THEIR ABILITY TO MAINTAIN THEIR ACTION ON THE MERITS.

“The purpose of Rule 36 is to allow parties to narrow the issues and determine which facts do not need to be proven because they are admitted.” Scott, 353 S.C. at 650. “Instead, [requests for admission] are used to catch the opponent off guard. If the opponent fails to admit or deny within the time required, the requests are deemed admitted. Thus, the request is often not a method of acquiring useful information, but a ‘get rich quick’ method of litigation.” Dan Downey & Lori Massey, Discoverectomy II: The End of “Gotcha” Litigation, 13 Rev. Litig. 183, 187 (1994). Allowing this sort of “gotcha” discovery to trump a party’s actual pleadings does not serve the interests of justice, because it interferes with the party’s ability to present the merits

of his case; in contrast, allowing parties to withdraw inadvertent admissions can “facilitate the development of the case in reaching the truth.” Dillon v. United States, 357 F. Supp. 3d 49, 56 (D. Mass. 2019) (quoting Farr Man & Co. v. M/V Rozita, 903 F.2d 871, 876 (1st Cir. 1990)).

Analyzing the federal version of Rule 36, whose language is identical¹, a district court explained, “The purpose of Rule 36 is to remove uncontested issues and to prevent delay and therefore when the issues going to the merits are contested and the late response does not cause delay of a trial or prejudice to a litigant, there is no reason to refuse a late filing.” Herrin v. Blackman, 89 F.R.D. 622, 624 (W.D. Tenn. 1981) (cited approvingly by Baughman, 306 S.C. at 110).

- A. **Allowing the Corries to withdraw their admissions regarding the location and ownership of the pond would serve the presentation of the merits of the action, because these admissions, if not dispositive, involve key factual elements of the Corries’ defense to Plaintiffs’ claims and the Corries’ counterclaim.**

Public policy favors “the disposition of issues on their merits rather than on technicalities.” Micronics, Inc. v. S.C. Dep’t of Revenue, 345 S.C. 506, 511, 548 S.E.2d 223, 226 (Ct. App. 2001) (citing Columbia Pools, Inc. v. Galvin, 288 S.C. 59, 61, 339 S.E.2d 524, 525 (Ct. App. 1986)).

“A ‘material’ fact is one that is relevant to an element of a claim or defense and whose existence might affect the outcome of the suit. The materiality of a fact is thus determined by the substantive law governing the claim or defense.” T.W. Elec. Serv. v. Pac. Elec. Contractors Ass’n, 809 F.2d 626, 630 (9th Cir. 1987) (citing Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)).

¹ Rule 36, SCRCF (“This is the language of current Federal Rule 36, as well as substantially the language of Circuit Court Rule 89, with the addition of the limitation in 36(c) which is new matter.”)

In this case, both the plaintiffs and the Corries seek a declaratory judgment regarding the ownership of the pond. Plaintiffs have also asserted some secondary claims for trespass and nuisance that rest on the assumption that they own a portion of the pond and therefore cannot be denied access to the pond. The location of the pond is not merely relevant to an element of a claim or defense; it goes to the very heart of the dispute, having the potential to be dispositive of the entire case (should it be proven that the pond is located wholly within the boundary lines of the Corries' property).

B. Plaintiffs could not have prejudicially relied on these admissions, because this case is still in an early stage of litigation, and there is ample opportunity for continued discovery as to the location and ownership of the pond.

“As a general rule, a party must establish prejudice as the result of another’s failure to follow mandatory statutory procedure.” Gardner v. S.C. Dep’t of Revenue, 353 S.C. 1, 14, 577 S.E.2d 190, 197 (2003) (citing Rose v. Beasley, 327 S.C. 197, 205, 489 S.E.2d 625, 629 (1997)). In order to demonstrate prejudice from procedural non-compliance, a party must establish it “would have done something different” had procedure been followed). Chastain v. Hiltabidle, 381 S.C. 508, 517, 673 S.E.2d 826, 831 (Ct. App. 2009).

Regarding what constitutes prejudice under Rule 36(b), specifically: the Court of Appeals found that the defendant was not prejudiced by the trial court’s decision to allow the plaintiff to amend its admissions where the defendant-contractor was already “on notice ... that the quality of its work was called into question,” and the amendment “did nothing more than conform the admissions to the consistent testimony offered at trial.” Com. Ctr. of Greenville, Inc. v. W. Powers McElveen & Assocs., 347 S.C. 545, 557-58, 556 S.E.2d 718, 724-25 (Ct. App. 2001).

In Baughman, the Supreme Court of South Carolina found that the opposing party’s “defense could not possibly have been prejudiced” where the moving party’s “responses were

filed even before the requests were ordered admitted.” 306 S.C. at 110. Similarly, in Herrin, prejudice was lacking, because “there could be no good faith reliance on the lack of a response to the request for admissions since prior to the filing of the motion to compel, the plaintiff had been informed by counsel for defendant that each admission would be denied.” 89 F.R.D. at 624.

The case at bar shares commonalities with the aforementioned cases where prejudice was found to be lacking. This case has only been pending for a few months and is still in the early stages of discovery. Plaintiffs were already on notice of the nature of the Corries’ defenses -- they were explicitly pled in the Corries’ Answer and Counterclaim -- and the Corries seek only to conform their admissions to what they pled in their Answer. Additionally, the Corries submitted their responses to Plaintiffs as soon as they become aware of the oversight, with the court not yet having ordered the requests admitted.

Contrasting this case with those where prejudice has been found, in Scott, the plaintiff truly *needed* to rely on the admissions due to the fact that the defendant was deliberately frustrating the plaintiff’s ability to present his case by refusing to cooperate in discovery and/or lying about the existence of essential records (solely in control of the defendant), which had resulted in the Defendant’s being sanctioned for misconduct. 353 S.C. at 652-53. Additionally, the defendant had not sought to withdraw its admissions until well into the litigation, after the original date for trial had already passed. Scott is easily distinguished from the case at bar, where the case is still early in the discovery process, and the Corries are willingly cooperating in discovery.

It can hardly be contended that Plaintiffs “would have done something different” had the Corries submitted the responses to Plaintiffs’ requests for admission a few weeks earlier, especially given that this is a nascent case that is still in the early phases of discovery. Nor do

Plaintiffs need to rely on these admissions when the plats, deeds, and witness testimony are available, and a surveyor can be hired to determine whether and to what extent the proposed pond extends onto Plaintiffs' property.

CONCLUSION

Because presentation of the merits of the action would be subserved thereby, the Corries should be permitted to withdraw the admissions that resulted from their inadvertent failure to respond to Plaintiffs' Requests to Admit and substitute their January 27 responses to those requests.

Respectfully submitted,

s/ Jacqueline Egan

Irish "Ryan" Neville (SC Bar I.D. 76513)

Jacqueline Egan (SC Bar I.D. 77123)

Stephen A. Spitz (SC Bar I.D. 5287)

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Attorneys for George and Shawna Corrie

Certificate of Service

The undersigned hereby certifies that on February 8, 2022, a copy of the foregoing pleading was served upon the parties/counsel of record via SC E-File and/or e-mail.

s/ Jacqueline Egan
SPITZ & NEVILLE

ELECTRONICALLY FILED - 2022 Feb 08 2:42 PM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 Sinclair Brown, Jr. and Joetta A. Brown,)
)
 Plaintiffs,)
)
 vs.)
)
 George B. Corrie, II, Shawna Corrie, Anthony)
 Wayne All, Sandra Rae All, Paul W. Jones,)
 Madelyn W. Jones, Keith A. Murray,)
 Stephanie L.R. Murray, Dollar Bank Federal)
 Savings Bank, The Bank of South Carolina,)
 John Doe and Mary Roe, fictitious names)
 Representing all unknown person who may)
 Claim any right, title or interest or lien upon the)
 subject real estate, as well as anyone who may)
 be incompetents, in the military, or under any)
 legal disability, and Richard Roe and Sarah)
 Doe, fictitious names representing all)
 Unknown heirs and devisees,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 FOR THE FIRST JUDICIAL CIRCUIT
 C/A NO.: 2021-CP-18-01535

**MOTION FOR
 CONSENT ORDER
 OF REFERENCE**

THIS MATTER comes before me upon Motion of the Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown, by and through their attorney, G. Hamlin O’Kelley, III, and by way of consent from the Defendants, George B. Corrie, II and Shawn Corrie, from their attorney, I. Ryan Neville, for an Order referring the above captioned matter to the Honorable James E. Chellis, Master in Equity for Dorchester County, for purposes of having a hearing, making findings of fact and conclusions of law, pursuant to Rule 53 SCRPC of the South Carolina Rules of Civil Procedure.

Respectfully submitted.

November 10, 2022
 Mt. Pleasant, South Carolina

/s/ G. Hamlin O’Kelley, III
 G. Hamlin O’Kelley, III
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 652 Coleman Blvd., Suite 200
 Mt. Pleasant, South Carolina 29464
 Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiff,

vs.

George B. Corrie, II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names Representing all unknown person who may Claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all Unknown heirs and devisees,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 2021-CP-18-01535

NOTICE OF MOTION AND MOTION
FOR SUMMARY JUDGMENT

YOU WILL PLEASE TAKE NOTICE that the Defendants, George B. Corrie, II and Shawna Corrie, by and through their undersigned attorney, will move before this Court, pursuant to Rule 56, SCRCP, for and Order granting Summary Judgment as to all claims brought against them. Defendants make this motion on the grounds that there is no genuine issue as to any material fact that will entitle Plaintiff to judgment and Defendants are entitled to judgment as a matter of law. In support of this motion Defendants will rely upon the pleadings, discovery to date, the statutory and decisional law of the State of South Carolina, any affidavit(s) which may be served in accordance with Rule 56(c), SCRCP, and memoranda which will be filed in support of this motion.

SIGNATURE TO FOLLOW ON NEXT PAGE

SMITH | CLOSSER, PA

s/Steven L. Smith

Steven L. Smith - SC Bar No. 5173

ssmith@scnlaw.com

7455 Cross County Road, Ste 1 (29418)

P.O. Box 40578, Charleston, SC 29423

843-760-0220; 843-552-2678 (fax)

Attorney for Defendants George B. Corrie, II
and Shawna Corrie

June 16, 2023
Charleston, South Carolina
22-366

ELECTRONICALLY FILED - 2023 Jun 16 11:11 AM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

**PLAINTIFFS MOTION FOR
SUMMARY JUDGMENT**

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

YOU WILL PLEASE TAKE NOTICE that the Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown, (hereinafter the "Plaintiffs"), by and through their undersigned counsel, will move on the tenth (10th) day after service hereof or as soon as counsel may be heard before The Honorable James E. Chellis, Master in Equity for Dorchester County, for an order Declaring the Plaintiffs to clean and maintain their respective portion of their property according to the Plat dated May 28, 2005, and recorded on June 21, 2005, in the Office of the Register of Deeds in Book K at Page 157 and enjoining the Defendants, George B. Corrie, II and Shawna Corrie, (hereinafter "The Defendants"), from blocking Plaintiffs' access to their property by removing the fencing they placed on it; thus requiring the Defendant to comply with the restrictions.

This Motion is based upon the fact that one of the original boundary stake posts has revealed itself in the pond water due to the Defendants' and another lot owner draining the area of the pond adjacent to the Plaintiffs' home. Furthermore, Plaintiffs believe the subsequent surveys conducted and performed beyond the original Plat dated May 28, 2005, and recorded on June 21, 2005, in the Office of the Register of Deeds in Book K at Page 157, are inaccurate due to the fact that the original boundary stake posts were underwater.

Further, this motion is based on pleadings on file and such further evidence as may be presented at a hearing on this matter.

Pursuant to Rule 11 SCRCP, counsel certifies that there is no duty of consultation connected with the filing of this motion.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina

August 25, 2023

BUIST BYARS & TAYLOR LLC

By: s/G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
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Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiff,

vs.

George B. Corrie, II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names
Representing all unknown person who may Claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all Unknown heirs and devisees,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 2021-CP-18-01535

NOTICE OF FILING TRANSCRIPT OF
DEPOSITION OF F. ELLIOTT QUINN, III

Defendants, George B. Corrie, II and Shawna Corrie, by and through their undersigned attorney, submit the entire deposition of F. Elliot Quinn dated July 17, 2023 in support of their Motion for Summary Judgment in the above-captioned matter.

SMITH | CLOSSER, PA

s/Steven L. Smith

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Attorney for Defendants George B. Corrie, II
and Shawna Corrie

August 28, 2023
Charleston, South Carolina
22-366

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
Sinclair Brown, Jr., and Joetta A. Brown,)
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)
Plaintiffs,)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2021-CP-18-01535

vs.)

NOTICE OF MOTION AND MOTION TO
RECONSIDER, ALTER AND AMEND THE
ORDER AND FINAL DECREE ENTERED
BY THE COURT ON FEBRUARY 6, 2024

George B. Corrie, II, Shawna Corrie,)
Anthony Wayne All, Sandra Rae All, Paul)
W. Jones, Keith A. Murray, Stephanie)
L.R. Murray, Dollar Federal Bank)
Savings Bank, The Bank of South)
Carolina, John Doe and Mary Roe,)
fictitious names Representing all unknown)
persons who may Claim any right, title or)
interest or lien upon the subject real)
estate, as well as anyone who may be)
incompetents, in the military, or under any)
legal disability, and Richard Roe and)
Sarah Doe, fictitious names representing)
all Unknown heirs and devisees,)
)
Defendants.)

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for the Defendants, George B. Corrie, II, Shawna Corrie (“Corrie Defendants”), will move, before the Honorable Dale James E. Chellis, Dorchester County Master-in-Equity, within ten (10) days from the service of this Motion or as soon thereafter as counsel may be heard for an order reconsidering, altering and/or amending its Order or “Final Decree” filed on February 6, 2024 finding the Plaintiffs have a “special property interest” and “private easement” in a portion of the Corrie Defendants’ real property. This motion is made pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure, statutory and common law of the State of South Carolina.

The grounds for the Corrie Defendants motion to Reconsider, Alter or Amend the Court's Final Decree are as follows:

1. The Court manifestly disregarded the laws of the State of South Carolina in making its ruling and entering its "Final Decree" thereby granting a private easement to the Plaintiffs to use the Corrie Defendants real property, granting the Plaintiffs a portion of the Corries' real property, and thereby taking the Corrie Defendants' real property and their rights therein without justification or compensation;
2. In so ruling, the Court failed to clarify the rights, duties and obligations of the parties as it pertains to the Plaintiffs' "special property interest" in and "private easement" across a portion of the Corrie Defendants' real property, including, but not limited to:
 - a. the maintenance of the "pond" and Plaintiff's "private easement" across the Corrie's real property;
 - b. the insurance premiums for the "pond" and Plaintiff's "private easement" across the Corrie's real property;
 - c. the parties' liability for the Plaintiffs' use of the Corrie's real property;
 - d. the limitations applicable to the Plaintiff's use and the use of third-party invitees by the Plaintiffs upon the Corries' real property;
 - e. third-parties and other neighbors' rights to use of the Corries' pond;
 - f. the location of the .12 acres of the pond that the Plaintiffs now own;
 - g. the portion and areas of the pond accessible by the Plaintiffs;
 - h. the compensation to be paid by the Plaintiffs to the Corries for the easement and .12 acres of the pond granted to the Plaintiffs by the Court; and
 - i. how the Corries' erecting their fence entirely on their own property is unreasonable.

This matter came before this Court upon the Summons and Complaint of Plaintiffs Sinclair Brown, Jr., and Joetta A. Brown seeking to have Defendants George B. Corrie and Shawna Corrie remove a fence that Plaintiffs contend blocked access to a portion of a pond owned by Plaintiffs. Plaintiffs further sought to have the Court declare Plaintiffs owned a portion of the pond and that placing the fence amounted to trespass and nuisance. After the conclusion of the trial testimony on October 16, 2023, the parties, for the first time, asked the Court to address what has now become the central issue to this case, whether a previous line of cases, commonly referred to as the *Blue Ridge* cases, establishes for the Plaintiffs an implied private right of access to the pond located entirely on the Corrie Defendants' Property.

For the following reasons, South Carolina case law does not create any implied private right of access to the pond located wholly on the Corrie Defendants' real property. In fact, South Carolina case explicitly stands for the principle that owners of all or part of the bed of a private manmade, nonnavigable pond have the right to exclude others from accessing or using the surface waters.

The Relief Granted was Never Plead by Plaintiffs

1. The relief sought by Plaintiffs was never pled in their Complaint.
 - a. Plaintiffs originally sought a declaration of the rights and status of the real estate that is the subject of this lawsuit. Compl. ¶ 22. Furthermore, Plaintiffs requested an Order declaring they own a portion of the pond, which is the central issue in this case. Compl. ¶ 23.
 - b. Plaintiffs also sought relief on two causes of action: trespass and nuisance, which the Court has rightly dismissed. See Compl. ¶ 25-33.

- c. Plaintiffs also sought a declaration to enjoin Defendants from blocking Plaintiffs' access to the pond, a portion of which they alleged was on their property, by removing the fence the Defendants had erected. Compl. ¶ 35.
 - d. Plaintiffs also sought an order declaring Plaintiffs clean and maintain their property and any other relief the Court deems just and proper. Id.
2. As stated above, none of the relief specifically pled in the Complaint was sought by Plaintiffs at trial.
3. Notably, Plaintiffs sought the removal of the fence from Plaintiffs' property. Id. However, based on the testimony and evidence presented at trial, it is now undisputed that the fence is wholly within the Corrie Defendants' property and the pond itself is wholly within Defendants' property. Trial Tr. Pg. 104, 7-9, Trial Tr. Pg. 108, 9-13.
4. It is also undisputed the fence is not blocking access to any of the Plaintiffs' property. Trial Tr. Pg. 109, 1-3.
5. The relief sought in the complaint relied upon the alleged fact that the Corrie Defendants were denying the Plaintiffs access to a portion of property the Plaintiffs owned. This is not the case.
6. There is nothing contained in the complaint alleging that the Plaintiffs did not own the real property at issue and that the Plaintiffs were seeking use of the Corries' wholly owned real property.
7. During the trial, Counsel for the Plaintiffs asked the Plaintiff, Sinclair Brown, Jr., why he brought this lawsuit. Trial Tr. Pg. 43, 10-21. The following exchange occurred:

Q: And you brought this lawsuit why?

A: Because I was denied access to the pond that I thought I paid for.

Q: And it's your contention that this fence was put up on your property; correct?

A: Yes.

Q: And are you allowed to enjoy or use your property fully, in your opinion?

A: No. I'm not.

Q: Why is that?

A: **Because I've been denied access to a portion of my property that I thought I had paid for.**

8. From the testimony this Court received, Mr. Brown was 100% wrong. It is now undisputed that the fence in question is located solely on the Corries' property, and that the water portion of the pond, as it currently exists, is located wholly within the boundary line of the Corries' property.
9. Plaintiffs, without pleading the relief sought, now seek an implied right of access over the Corrie Defendants' property for the purpose of accessing the pond also located wholly on the Corrie Defendant's property. This was never pled in Plaintiffs' Complaint and Plaintiffs never sought this relief until closing arguments at trial.
10. As noted above, even the Plaintiff admits that the purpose of this suit was "**Because I've been denied access to a portion of my property that I thought I had paid for.**" Trial Tr. Pg. 43, 20-21.
11. The Plaintiffs have requested that this Court clarify an issue that was never pled.

The *Blue Ridge* Cases and Implied Easement Not Applicable to Plaintiffs' Claims

12. The *Blue Ridge* cases are not applicable to the case at hand.
13. In order to understand the *Blue Ridge* line of cases it is necessary to discuss a case that was heard fifteen years prior. The case of *Cason v. Gibson* is an important steppingstone to where the Court's feelings on the present issue are today. *Cason v. Gibson*, 217 S.C. 500, 61 S.E.2d 58 (1950).

14. In *Cason*, a tract of land was owned by Minnie Cochran (Cochran) which eventually was integrated into the limits of the City of Greenville. In 1937, Cochran hired surveyors to subdivide a portion of her land with lots and streets, which were designated and mapped. The plat was recorded a year later and showed Lot 47 was a corner lot with street frontage on the street that constituted the southwest boundary of the lot. Later, in 1946, Cochran conveyed Lot 47 to Joseph and Mary Parrot, describing it by the plat which had been recorded in 1938. Additionally, the plat referenced the streets as the boundaries of each lot. Later that same year, the Parrots conveyed their lot to H.C. Smith and C.S. Fox, who in turn conveyed it to Plaintiff, using the same description.
15. At trial, Fox testified he made the sale of Lot 47 to the Parrots and represented to them the lot they were purchasing was a corner lot and showed them the plat recorded in 1938. The Lot was then repurchased by Fox and Smith and sold to Plaintiffs, again using the 1938 plat, and representing to Plaintiff the lot was a corner lot. There was never any acceptance by Greenville County or Greenville City as to the street that later became the subject of the lawsuit, and it was never used by the public. In 1949, a new plat was prepared which eliminated the street that became the subject of the lawsuit and substituted it for another further west.
16. The Defendants, Gibson, purchased three lots from Cochran in 1949. Those lots were designated as Lots 49, 50, and 51 per the 1949 plat. Each of these lots contained a portion of the street which bounded Plaintiff's lot to the west. Defendants then began to construct buildings on what they believed was their property. *Cason* argued, according to the 1938 plat, the buildings were being constructed on his lot, and were obstructing his use of the street. *Cason* then filed a suit seeking to prevent Defendants from obstructing the street in

of the road for residential purposes. The Department argued the *Blue Ridge* rule, which can arise when a landowner has platted the land into a residential subdivision, should presumptively create an easement to use the platted roads for residential purposes. The Department also argued the intention of the parties was never to forever limit access to the second tract of land to environmental purposes. The Court found both arguments lacking.

44. The Court noted the intentions of the parties to the transaction are the overriding focus when examining implied easements. *Id.* at 89 (citing *McAllister*, 301 S.C. at 16). More importantly to the case at hand, however, is the Court's finding that the Department erred in its argument that *Blue Ridge* stands for the proposition that an easement created by reference to a particular plat is presumptively an easement of a particular scope or for a particular purpose. *Id.* at 89. **The Court went on to state that the rule applied in *Blue Ridge* is nothing more than a presumption that when a grantor conveys property with reference to a plat showing streets or other ways of passage, the grantor intends to allow the grantee the use of the delineated streets and ways of passage.** *Id.* at 89 (citing *McAllister*, 301 S.C. at 11-12).
45. Once again, the overriding guidepost is what the parties intended, and the best evidence of the parties' intentions are the facts and circumstances surrounding the conveyance. *Id.* at 89 (citing *McAllister*, 301 S.C. at 12). Moreover, the argument the Department set forth urging the Court to ignore everything except the deeds reference to the residential subdivision plat fails to remain true to the principles underlying implied easements. *Id.*
46. The Court reasoned that if the Partnership designed the subdivision around the land it knew the government would require and intended this land to be used only for that environmental purpose stated above, that supports the proposition that the Partnership intended for Inlet Harbour Drive to provide only a limited right of access to these tracts. *Id.* In other words,

easement over Inlet Harbour Drive was limited to environmental purposes associated with maintaining the navigability of Murrells Inlet. Appeals followed and the case reached the South Carolina Supreme Court.

41. The Department argued the trial court erred in holding the Departments easement over Inlet Harbour Drive was limited to environmental purposes as outlined above. The Court's reasoning is laid out below. "Easements can arise by both express creation and by implication." *Inlet Harbour*, 377 S.C. at 88. "Implied easements are based upon the theory that whenever one conveys property, he intends to convey whatever is necessary for the property's use and enjoyment." *Id.* at 88 (citing 17 AAm. Jur. *Easements* 37 (1957)). **"The purpose of an implied easement is to give effect to the intentions of the parties to a transaction, and because the implication of an easement in a conveyance goes against the general rule that a written instrument speaks for itself, implied easements are not favored."** *Id.* (citing 17 AAm. Jur. *Easements* 37 (1957)) (*see also* 28A C.J.S. *Easements* 61 (1996)).
42. Furthermore, the Court also stated the creation of an implied easement generally requires the facts and circumstances surrounding the conveyance demonstrate that the objective intention of the parties was to create an easement. *Id.* at 88 (citing 25 Am. Jur. 2d *Easements and Licenses* 19 (2004)); 28 C.J.S. 62. Over time Courts developed presumptions regarding the creation of implied easements. *Id.* at 88. One such presumption arose from the *Blue Ridge* case, which held that when an owner conveys subdivided lots and references the plat in the deed, the owner grants the lot owners an easement over the streets appearing in the plat. *Id.* (citing *Blue Ridge*, 247 S.C. at 118).
43. In the *Inlet Harbour* case, the Department argued the scope of their easement over Inlet Harbour Drive should extend beyond environmental purposes and should also include use

37. After this initial transfer of land, the Department was eventually tasked with purchasing a second tract of land from Inlet Harbor, the partnership. The Corps stated this second purchase was necessary in the event a deflector dike was needed to maintain the Project. The Department, which believed the second purchase to be unnecessary, acquired a smaller tract of land immediately south of the original tract. This second deed also described conveyed property with reference to the same plat as discussed above. However, this did not contain any express easement over or reference to Inlet Harbor Drive, like the first deed had.
38. Following these purchases the Department transferred the first tract of land to the Corps. However, as the Department believed the second purchase to be unnecessary it merely leased the second tract of land to the Corps, instead of transferring title. Moreover, the transfer of the first tract of land and the leasing of the second tract had the effect of cutting the second tract of land off from road access.
39. Soon after the lease for the second tract of land expired, the Corps determined they would not need to build the deflector dike and the Department began to investigate the subdivision and sale of the second tract of land. The Partnership then initiated a declaratory judgment action against the Department requesting the Court declare the scope of the Departments right to use Inlet Harbour Drive to access the second tract of land. The Department argued it had an express easement and an implied easement by necessity as counterclaims.
40. The trial judge, relying on the authority in *Blue Ridge Realty Company v. Williamson*, entered a grant of partial summary judgement on behalf of the Department. The trial Court held that the Department had an easement over Inlet Harbour Drive which was created by the reference in the Departments deed to a plat depicting subdivided lots and streets. The parties then proceeded to trial which concluded with the Court holding the Departments

to the pond located wholly on the Corrie Defendants' property. Thus, these cases differ further because there is no public easement at issue in the present case.

34. Therefore, as outlined above, since the intention of both parties was never to allow for a private easement to access the pond, the Plaintiffs failed to establish they have any rights to access the pond located entirely on the Corrie Defendants' property.
35. The South Carolina Supreme Court next took up the issue in *Inlet Harbor v. SC Department of Parks, Recreation and Tourism*. *Inlet Harbour v. SC Department of Parks, Recreation, and Tourism*, 377 S.C. 86, 659 S.E.2d 151 (2008). In that case, a partnership had purchased a large tract of land for the purpose of developing this land into a residential subdivision. At the time of the purchase, the partnership was aware the United States Army Corps of Engineers was planning a major project to help solve navigability problems in the Murrells Inlet waterway. The project envisioned the construction of jetties at the north and south entrance to the inlet and called for routine dredging of the inlet. The South Carolina Department of Parks, Recreation and Tourism was tasked with purchasing the land necessary for this project.
36. The land, which later became the land at issue, was purchased for the construction and maintenance of the jetty at the north entrance to the inlet. This tract bordered the ocean to the east and undeveloped property on the west and south. To the north there were undeveloped residential lots and Inlet Harbor Drive, the road that was to be developed later. Importantly, the deed to the Department referenced a plat recorded just two weeks prior. The deed also contained an express easement to use Inlet Harbor Drive to access the property for the sole purpose of constructing and maintaining the north sand dyke and jetty for the above-mentioned project.

30. The issue was taken up by the South Carolina Supreme Court again in 1990 with the case of *McAllister v. Smiley*. *McAllister*, 301 S.C. 10. The *McAllister* case is important to the case at hand for several reasons. First, it reiterates the point every other case in the *Blue Ridge* line of cases has stated, that the intention of the parties is the ultimate guidepost when it comes to implied easements. As the Court in *McAllister* stated, “the existence of the easement will be implied by law, **unless it appears that the grantor specifically intended otherwise.**” *Id.* at 11.
31. In the present case, the intention of the grantor was never to allow Plaintiffs to have a private easement to access the pond. In fact, it was neither the grantor’s nor grantee’s intention. As stated in the trial testimony, the original owners and the party who subdivided the property, the Jones’ never intended for a pond to even be dug on their land, it was merely a hole used to gather dirt for various construction projects. Trial Tr. Pg. 85, 14-22.
32. If it were the intention of the Plaintiffs to have a private easement to access the pond, they would have hired a surveyor to determine exactly what rights they had to access the pond before they purchased the parcel. Thus, the *McAllister* case is clearly distinguishable from the present case because neither party intended to allow for there to be a private easement to access the pond.
33. Moreover, the *McAllister* case is also important for the distinction it makes between public and private easements. The rule cited by *McAllister* states that a conveyance that refers to a map on which spaces for streets, parks, or other common uses are shown, but which is silent about the creation of an easement or a dedication to *public* use, the conveyee of the land acquires an easement with respect to the street or the areas shown on the map. *McAllister* 301 S.C. at 11. (emphasis added). The instant case clearly does not deal with any public use easements, the easement sought by Plaintiffs is a private easement for access

v. Ott, 182 S.C. 135, 188 S.E. 789 (1936)). The doctrine of equitable estoppel was never intended to work as a positive gain to a party, it can only arise when justice to the rights of others demands it. Id. (citing *Ott*, 182 S.C. 135). In the *Blue Ridge* case, the Court held Williamson offered no testimony at all to support applying the doctrine of equitable estoppel. Specifically, there was no testimony that Williamson relied on any representations of the Appellants or was misled in anyway. Id. at 115. Moreover, there was no testimony that Williamson constructed the wall in reliance on the deed from Greenville County for the cul-de-sac portion of Gippy Court. Id. Thus, the facts were insufficient to create an estoppel. Id.

28. *Blue Ridge* is a seminal case when it comes to implied easements and easements created by reference to a plat in a deed. However, its holdings are inapplicable to the present case.

- a. Firstly, the case deals exclusively with access to a cul-de-sac for turnaround purposes. There is nothing in *Blue Ridge* that would suggest there is a similar private easement established for access to a private feature contained wholly on someone's deeded property, such as the pond in the present case. **All of the Blue Ridge cases involve property which was designated for public use and was not contained within the boundary line of a privately held neighboring piece of property.**

29. Moreover, the rule cited in *Blue Ridge*, where a deed describes land as is shown on a certain plat such plat becomes part of the deed, does not override the original intention of the parties. The guidepost for courts when dealing with implied easements is the original intention of the parties at the time of the conveyance. *McAllister v. Smiley*, 301 S.C. 10, 11, 389 S.E.2d 857, 858 (1990).

are shown which are or become public highways, the private easement which arises upon such a sale survives the vacation, abandonment, or closing of the road or highway to the public.” Id. at 114-115 (citing *Cason*, 217 S.C. 500). The Court held that Appellants, as owners of the lots, had a private easement, which survived any vacation or abandonment of the portion of Gippy Court by public authorities. Id. at 115. The Court went on to cite another rule from a different case which states, “persons who own lots fronting on or adjacent to property dedicated as **public streets or highways** have such a special property interest as entitle them to maintain a suit for the enforcement and preservation of the use of the property as such.” Id. (citing *Blair v. Astin*, 10 S.W.2d 1054 (Tex. Civ. App. 1928)).

26. The final issue the Court took up in *Blue Ridge* was the issue of whether the lot owners were estopped by their conduct from asserting their easement. As the Court stated, the burden of proof is upon the party who asserts an estoppel. Id. (citing *Davis v. Sellers*, 229 S.C. 81, 91 S.E.2d 885 (1956)). The essential elements of estoppel, as related to the party being estopped, are as follows: (1) conduct which amounts to a false representation or concealment of material facts; (2) intention that such conduct shall be acted upon by the other party; (3) knowledge, actual or constructive, of the real facts. Id. (citing *Macaully v. Howard*, 230 S.C. 140, 94 S.E.2d 393 (1956)). For the party claiming estoppel, the essential elements are as follows: (1) lack of knowledge and of the means of knowledge of the truth as to the facts in question; (2) reliance upon the conduct of the party estopped; and (3) action based thereon of such a character as to change his position prejudicially. Id. (citing *Macaully*, 230 S.C. 140).
27. The Court had previously held the doctrine of estoppel applies if a person, by his actions, conduct, or words or silence which amounts to a representation, or a concealment of material facts, causes another to alter his position to his prejudice or injury. Id. (citing *Ott*

according to a plat showing **streets**, and conveyed with reference to that plat, the owner thereby dedicates those **streets** to the public. The Court, quoting *Cason v. Gibson*, also further stated, “where Plaintiff purchased a corner lot with reference to recorded subdivision map which showed lot to front on certain **street** and thereafter Defendants separately purchased lots which contained a portion of **street** which bounded Plaintiff’s lot, Plaintiff had such a special property interest in street as to entitled him to maintain suit for preservation of **street** even though dedication has never been accepted by municipal authorities.” *Blue Ridge*, 247 S.C. at 114, (quoting *Cason v. Gibson*, 271 S.C. 500, 61 S.E.2d 58 (1950)).

24. Moreover, the Court in *Blue Ridge*, citing a previous case, also ruled, “the purchasers of lots with reference to the plat of this subdivision acquired every easement, privilege, and advantage shown upon said plat, including the right to the use of all of the **streets**.” *Id.* at 114 (citing *Billings v. McDaniel*, 217, S.C. 261, 60 S.E.2d 592 (1950)). The Court went on to rule that the Respondents here purchased their lots as shown on the plat of the subdivision and thus were bound by the easements created in this plat. *Id.* Respondents argued the description contained in said deed did not attempt to provide that Gippy Court should be used for road purposes but merely referred to it as a street as a method of description. *Id.* The Court did not agree with this argument concluding that Greenville County’s acceptance of the deed from Blue Ridge Realty was an express dedication of Gippy Court for road purposes. *Id.*
25. The lower court had previously held that Greenville County had abandoned the portion of Gippy Court in its deed to Williamson and Williamson acquired the abandoned portion free of any easements. *Id.* The Court went on to restate the rule from the *Cason* case which states, “where lots in a subdivision are sold by reference to a map or plat upon which roads

21. In *Blue Ridge*, a tract of land was subdivided into separate lots and was recorded, along with the streets, into a plat that was submitted to Greenville County, South Carolina. The lots that later became the subject of the *Blue Ridge* lawsuit abutted onto a street known as Gippy Court. Those lots were then conveyed to various purchasers, all of whom purchased the property based on the plat that was submitted to Greenville County. Williamson purchased Lots Thirteen (13) and Fourteen (14) in 1959. Two years later, Williamson purchased Lot Fifteen (15). All three of these lots were described by reference to and as shown on the above-mentioned plat. After Williamson acquired these three lots, Greenville County, the owner of all streets shown in the plat, conveyed to Williamson the cul-de-sac portion of Gippy Court. The cul-de-sac abutted onto lots not owned by Williamson.
22. In 1962, a year after Williamson had purchased Lot Fifteen and the cul-de-sac portion of Gippy Court, he constructed a wall that blocked access to the cul-de-sac. Blue Ridge Realty Company, the owner of the lots that abutted onto Gippy Court, then initiated the lawsuit claiming Williamson owned no part of the cul-de-sac portion of Gippy Court and the wall built by Williamson obstructed the use of the cul-de-sac by other homeowners without any authority to do so. Blue Ridge Realty sought an order requiring the wall to be removed and prohibiting respondents from building any wall in the same location in the future.
23. Williamson filed an answer stating they owned the portion of land where the wall was constructed and denied the wall was an unlawful obstruction. The case was tried as a bench trial and after various appeals made its way to the South Carolina Supreme Court with Blue Ridge Realty arguing that the owners of the lots in a subdivision have an easement in all the **streets** shown on the plat thereof. The Supreme Court held the following, “where a deed describes land as is shown on a certain plat, such plat becomes part of the deed.” *Blue Ridge*, 247 S.C. at 113. The Court further ruled that where land is divided into lots

controversy. The case was tried, and judgment was entered on behalf of Gibson, appeals followed, and the case was taken up by the South Carolina Supreme Court.

17. The Court reasoned that Cason's rights flowed from the deed and the plat of the former owner. *Cason*, 217 S.C. at 502. Specifically, the Court held, "where lots in a subdivision are sold by reference to a map or plat upon which **ways are shown which are or become public streets or highways**, the private easement which arises upon such a sale survives the vacation, abandonment, or closing of the street or highway by the public." *Id.* at 503. Moreover, the Court also adopted another ruler which states, "persons owning lots fronting on or adjacent to property dedicated as **public parks or squares, or streets, highways, and the like**, have such special property interests as to entitle them to maintain a suit for the enforcement and preservation of the use of the property as such. *Id.* at 503, (quoting 26 C.J.S., *Dedication* § 71 pg. 161). Thus, the Court found in Cason's favor and remanded the case to the lower court for the issuance of the permanent injunction which stopped the construction of the buildings on the road in question. *Id.* at 503.
18. The Court next took up the issue in the *Blue Ridge* case.
19. The *Blue Ridge* line of cases begins with *Blue Ridge Realty Company v. Williamson*. *Blue Ridge Realty Co. v. Williamson*, 247 S.C. 112, 145 S.E.2d 922 (1965). After the initial decision, a series of subsequent cases took two separate paths, depending on the actual facts of each case. One line of cases deals with actual easements that have been abandoned or perceived to be abandoned, and the other line of case deals with implied easements where no actual easement exists.
20. In the present case, there is no actual easement which exists on any portion of the Corries' property, and therefore the Corrie Defendants arguments will primarily examine the implied easement line of cases.

the fact the Partnership contemplated a specific and limited use of this property is evidence the Partnership contemplated a specific and limited use of Inlet Harbour Drive to access the property.

47. The Court next took up the issue of equity, stating that since the property was an oceanfront location, the property value would shrink considerably if residential road access was not granted over Inlet Harbour Drive. However, once again, this argument failed to sway the Court. **“Absent an easement or a license, a landowner generally enjoys no right to use the land of another.”** Id. at 90.
48. “Implied easements ask the Court to take a deed between grantor and grantee which is silent regarding any grant or reservation of a right to cross one party’s land to access the others and imply what the parties must have meant to include in the deed but did not.” Id. at 90.
49. The Court found there was very little to support the Departments position that the circumstances surrounding the conveyance show any intent by the parties that an easement over Inlet Harbour Drive extended beyond the use of the road for environmental purposes. Id. In other words, there was no evidence the parties ever sought to use Inlet Harbour Drive for residential purposes. The trial court found the evidence intended only the limited access to Inlet Harbour Drive, and the Supreme Court agreed.
50. One last point from the *Inlet Harbour* case is also applicable to the present case. The Department argued that retaining the second tract of land was evidence the Department at least contemplated selling the second tract of land, however, there was no evidence the Partnership participated in this decision or was even aware of it. Thus, the Supreme Court held the trial court properly concluded the parties to this transaction never intended for this

land to be accessible by the Department for anything other than the environmental purposes outlined above.

51. The *Inlet Harbour* case is extremely helpful when it comes to the case at hand. As seen in many of the cases that deal with similar issues, the intention of the parties will be the ultimate guidepost when it comes to implied easements.

The Court Ignored Applicable Case Law Set Forth in *White's Mill*

52. Even more helpful is the South Carolina Court of Appeals case, *White's Mill Colony Inc. v. Williams*, 363 S.C. 17, 609 S.E. 2d 811 (Ct. App. 2005), which directly on point.
53. In the *White's Mill* case, the Court of Appeals addressed the same issue at hand here, “who may control the surface waters of a private, man-made, non-navigable pond, when the pond bed is owned entirely by an adjoining landowner”. *Id.* at 130, at 818. In answering this question, the Court of Appeals adopted the “common law rule” as it pertains to littoral rights.
54. The common law rule states that **owners of all or part of the bed of a private manmade, nonnavigable pond have the right to exclude others from accessing or using the surface waters.** *Id.* at 134, at 820.
55. The Court of Appeals further reasoned that “the underlying policy of protecting the financial investments and expectations of individuals who make capital improvements to their property—a policy compellingly articulated in *Anderson v. Bell* and other cases adopting the common law rule—is in accord with the general jurisprudence of our state. *Id.* (citing *Anderson v. Bell*, 433 So.2d 1202 (Fla.1983)).
56. The Court of Appeals further clarified that “Property owners should be able make improvements to their real property without fear that their investment will be diminished

should they create a body of water that touches upon the property line of a neighboring landowner. Of course, neighboring property owners are not foreclosed from gaining access to an abutting non-navigable, man-made body of water. Any such abutting property owner is free to bargain with the owner of the pond or lake for the conveyance of an easement or some other right of access to its waters.” *Id.* at 134–35, at 820.

Conclusion

57. The Court has erred in misconstruing and overextending the ideas set forth in the *Blue Ridge* cases attempting to use the same to justify the granting of a private easement to the Plaintiffs to use the Corries’ private pond.
58. As discussed above, there was simply no intention by the parties to the transactions to allow for a private easement to access the pond.
- a. Firstly, there was not even a pond completed at the time Mr. Hager completed his survey of the land for Mr. and Mrs. Jones. Trial Tr. Pg. 22, 1.
 - b. Moreover, the proposed “pond” was not even a pond at all, it was being used to excavate dirt and sand for the Jones’ construction company and was an old sand mine. Trial Tr. Pg. 23, 1-2.
 - c. According to the Browns’ own expert, and Mr. Brown himself, he does not have any ownership of any property affronting the pond’s water line. Trial Tr. Pg. 5, 1-25.
 - d. Although, Mr. Brown did testify that he thought he was also purchasing access to the pond when he purchased the property, he never undertook to actually determine his rights of access to the pond before filing this lawsuit. Trial Tr. Pg. 48, 15-19.

- e. Even if the intention of Mr. Brown was to purchase the property with access to the pond, it was clearly not the intention of the other parties. Ms. Jones, the original subdivider of the lots, stated that the hole the Jones' dug was never intended to be a pond. Trial Tr. Pg. 85, 12-20, Trial Tr. Pg. 86, 1.
 - f. In fact, Ms. Jones testified she was unaware of the "proposed pond" until days ahead of trial. Trial Tr. Pg. 86, 7-9.
 - g. Importantly, Ms. Jones testified that none of the lots she sold were ever marketed as "waterfront property." Trial Tr. Pg. 88, 14-16. This clearly indicates it was never the intention of the Jones' to All for a private easement to access the pond because they never marketed the lots as having access to the pond. Id.
 - h. Similarly, Mr. Corrie also testified that it was never his intention to allow access to the pond by any of the other lot owners. Page 130 Line 7-9.
 - i. As stated above, the intention of the parties is the overriding factor when determining implied easements.
 - j. In fact, Mr. Corrie was the only one of the lot owners to hire a surveyor to determine his exact rights to the pond. Trial Tr. Pg. 129, 5-8. Corrie ensured via the survey that everything was located wholly within his own property. Id. Trial Tr. Pg. 136, 12-14.
59. Mr. Quinn, the expert hired by Plaintiffs, testified that the fence erected by the Corries and the entirety of the water frontage in question was on the Corries' property. – Page 100. Page 102. Page 104. Page 105. Page 106. Page 108. This fact is undisputed!
60. There is a sentence in the *Inlet Harbour* case that is relevant to the current case, "to the extent the Department urges this Court to ignore everything except the deeds reference to a residential subdivision plat, this argument fails to remain true to the principles underlying

implied easements.” *Inlet Harbour*, 377 S.C. at 89. This is, in a nutshell, exactly what Plaintiffs are asking this Court to do in the present case.

61. The Plaintiffs have no ownership rights to the property in question, which is admitted by both Plaintiffs’ and Plaintiffs’ own expert.
62. The intention of the parties was clearly to never allow private access to the pond. In fact, the only party who even fully determined their rights to the pond were the Corries. Thus, there can be no implied private right of access to the pond because the intention of the parties was never to allow it.
63. The Court has ignored the law set forth in *White’s Mill*. Under the binding case law of *White’s Mill*, the Corrie Defendants and 100% owners of the pond, pond bed and surrounding earth, are free to control the use and access of the entirety of the pond.
64. All other cases cited above involve Plaintiffs seeking access to streets, and other public roads. Not a single case in the foregoing line of cases allows for any implied right of access to any private pond, or similar private recreational feature. All of the foregoing cases deal with a *res*, the very nature of which is for the explicit purpose of ingress and egress as shown on the plat.
65. In the matter at hand, the *res* is private pond located wholly within the Corries’ property. The nature of the pond is not one of ingress and egress designed to serve and afford the Plaintiffs with the same. It’s a private pond or hole that filled with water located entirely on the Corries’ Property.
66. As testified to at trial, the pond was not yet built when the 2005 plat was created and therefore is further distinguishable from the *Blue Ridge* line of cases, all of which dealt with already existing roadways and streets.

67. Again, according to Plaintiffs' own expert, no part of the pond is on Plaintiffs' property and the fence that Defendants constructed is wholly located within Defendants' property.
68. As in the cases cited above, the implied right of use has never been extended to include a portion of private homeowner's property. The implied right of use has only extended to areas that were considered to be for a common use and were not a part of a private owner's property.
69. To allow Plaintiff access to the Corries' private pond over the Corries' land would strip the Corries of their rights as the true owners.
70. Also, this Court failed to consider the practical effect of extending implied rights of use over a pond that is wholly located on someone else's private property.
- a. Homeowner's in a subdivided plat would never have clear exclusive title to their property, free and clear of their neighbors' use.
 - b. Owner's would never be able to obtain an insurable sole and exclusive title and would never be able to obtain title insurance for their private property.
 - c. Perhaps the more important and more impactful practical effect to the case at hand concerns the liability of the parties for the other neighbors' use of a pond located wholly on someone else's private property.
 - i. Homeowners subjected to an implied right of use of a pond located on their private property would never be able to obtain insurance on their parcel.
 - ii. Insurance companies would not insure a homeowner's private property that has a pond on it that is subject to public use.
 - d. It would be inequitable for this Court to extend an implied right of use to the Corries' pond located wholly on the Corries' private land, and subject the Corries to suit if someone is injured while the Plaintiffs exercise this use.

In support of this Motion, the Corrie Defendants rely upon the arguments set forth herein, their arguments raised at trial, and will also rely on the arguments of counsel made at the hearing of this motion. The Corrie Defendants' respectfully request this court to reconsider its ruling and issue a final order congruent with the laws of this State and as set forth in the Corrie Defendants' proposed order, filed with this court on November 30, 2023.

SMITH | CLOSSER, PA

s/Steven L. Smith

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Attorney for the Corrie Defendants

February 16, 2024
Charleston, South Carolina
22-366

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

vs.

George B. Corrie, II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

**THE PLAINTIFFS' MEMORANDUM
IN OPPOSITION OF THE
DEFENDANTS GEORGE B. CORRIE,
II AND SHAWNA CORRIE'S MOTION
TO RECONSIDER, ALTER AND
AMEND THE ORDER AND FINAL
DECREE ENTERED BY THE COURT
ON FEBRUARY 6, 2024**

The Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown, (hereinafter the "Plaintiffs"), by and through their undersigned counsel, submit this Memorandum in Opposition to the Defendants', George B. Corrie, II, Shawna Corrie, (the "Defendants"), Motion to Reconsider, Alter and Amend the Order and Final Decree Entered by the Court on February 6, 2024, (the "Motion"). For the reasons stated herein, the motion should be denied.

The Defendants' motion should be denied for many reasons.

Firstly, the Plaintiffs pled properly for relief in their Summons and Complaint, (the "Complaint"), filed with the Court on September 2, 2021, by bringing forth an action pursuant to the provisions of the South Carolina Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, *et*

seq., to obtain a declaration of the rights, status, and other legal relationships of the parties hereto in respect to the subject property in this matter. The Plaintiffs pled asking this Court to declare rights, status, and other legal relationships as to the parties and as to the Plaintiffs' ownership of their property. The Court granted the relief requested seeking to declare the Plaintiffs' own a portion of the pond shown on their plat being described as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as **LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND**, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 15 7; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

(Deed, April 1, 2014, Book 9229 at Page 20)(emphasis added)

In their Complaint, Plaintiffs requested that this Court grant an Order declaring Plaintiffs own a portion of the pond per the Plat dated May 28, 2005, and recorded on June 21, 2005, in the Office of the Register of Deeds in Book K at Page 157 and Enjoining the Defendants from blocking Plaintiffs' access to their subject property by removing the fencing they placed on it. That request was granted.

Secondly, the case law is clear and has been since 1965. If it's referenced in the Plat, it should be relied on as to property ownership. *Blue Ridge Realty Co. v. Williamson*, 247 S.C. 112, 145 S.E. 2d 922(1965). "We have held that where a deed describes land as is shown on a plat, such plat become part of the deed." *Id.* The plat that is referenced in the Plaintiffs' deed clearly states that the Plaintiffs own .12 Acres of the pond. Under the *Blue Ridge Realty* case and its progeny, the Plaintiffs are entitled to that .12 acres. At trial the Court further questioned,

“...whether or not that line of reasoning and those cases can or does apply to a case in which property subdivided with reference to a "proposed pond" and whether the Blue Ridge cases will control, or whether the Williams case, which is hard and fast you own the subsurface, you own the ground underneath it, you own the water over it.” (Transcript, p. 126-127).

“... the Blue Ridge line case is its progeny, and its successive rules say, essentially -- and these were streets and roads on a plat that were never developed -- that the owner of the lot that took the property according to the plat, had a private access easement to those other roads and streets. And generally, you will look at areas such as recreation areas with the same caution, that if you take property according to a plat in which the recreation area is shown, the party who acquires that lot acquires a private access interest to the recreational area...” (Transcript, p. 126)

A trial the Court further questioned, “...whether or not that line of reasoning and those cases can or does apply to a case in which property subdivided with reference to a "proposed pond" and whether the Blue Ridge cases will control, or whether the Williams case, which is hard and fast you own the subsurface, you own the ground underneath it, you own the water over it.” (Transcript, p. 126-127)

Thirdly, the Court did not ignore applicable case law set forth in *White's Mill*. The Defendants' counsel cited the case of *White Mills Colony Inc. v. Williams*, 363 S.C. 117, 609 S.E. 2d 811 (Ct. App. 2005) to support an argument that his clients, the Corries should be allowed to fence of the pond. That is an incorrect inference from that case. In *White Mills*, the Court of Appeals held that “[u]nder the common law the owners of fee in land underlying the surface water of a man-made, non-navigable lake are entitled to the exclusive control of the portion of the lake laying over the land to which they own the fee.” *Id.* South Carolina follows the common law rule. *Id.* at 134, , 609 S.E.2d at 811. With the intent of the original subdivision to be that the owners of

Lot 3 would own .12 Acres of the pond, the case cited by the Defendants actually buffers the Plaintiffs' position when read in conjunction with the *Blue Ridge Realty* case. That is demonstrated not only in the plat but in the actual language of conveyance into the Plaintiffs.

The Defendants Motion is improper in that they are trying to reargue what the Court has already heard and where a decision was rendered in this matter. Defendants' arguments have been noted and spelled out in the very Order filed by the Court. The Court correctly ruled that the Plaintiffs have an interest in the pond, and the Court confirmed that interest.

For the reasons stated above, and as set forth in the Court's highly reasoned and specific order interpreting the law, the Defendants' motion should be denied.

Mt. Pleasant, South Carolina

BUIST BYARS & TAYLOR LLC

March 4, 2024

By: s/G. Hamlin O'Kelley, III
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Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
Stephanie L.R. Murray, Dollar Bank Federal
Savings Bank, The Bank of South Carolina,
John Doe and Mary Roe, fictitious names
representing all unknown persons who may
claim any right, title or interest or lien upon the
subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

**PLAINTIFFS' FIRST SET OF
INTERROGATORIES
TO THE DEFENDANTS GEORGE B.
CORRIE, II AND SHAWNA CORRIE**

The Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown, (the "Plaintiffs"), by and through their undersigned counsel, hereby requests pursuant to Rule 33 SCRPC, that the Defendants, George B. Corrie, II and Shawna Corrie, (the "Defendants"), answer in writing the Interrogatories set forth below. These Interrogatories shall be deemed to continue until the time of the trial of the case pursuant to Rule 33(b), and you should supplement your answers promptly if you obtain relevant information in addition to, or in any way inconsistent with your initial answer to any interrogatory.

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INTERROGATORIES

1. Give the names and addresses of persons known to the party or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. Set forth a list of correspondence, emails, agreements, contracts, or other prepared documents in possession of the party that relate to the claims or allegations in the case; and if you will supply copies without the necessity of a motion, please attach a copy to your answers.

3. List the names and addresses of any expert witnesses whom the party proposes to use as witnesses at the trial of the case.

4. For each person known to the party or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness or provide a copy of any written or recorded statements taken from such witness.

5. Set forth a list of all documents, files, notes, memoranda, checklists, closing file documents, deeds, plats, inspections, surveys, instructions, loan applications, correspondence, emails, and any documentation whatsoever in your possession arising out of, or related to, the purchase of 1650 Sandridge Road, TMS# 093-00-00-003.

6. Set forth a list of any and all communications by and between the Plaintiffs and the Defendants as well as any Third Parties related to this matter.

7. Set forth a list of all real estate agents, attorneys, inspectors, appraisers and any other individuals who have any knowledge of the sale of 1650 Sandridge Road, TMS#093-00-00-093 to the Defendants.


8. Apart from this lawsuit, state whether Defendants have ever been involved with a lawsuit or other proceeding in court, and, if so, state for each action:

- a) the title and docket number of the action;
- b) the date on which the action was instituted;
- c) the nature of the action;
- d) a detailed description of the terms of the contract; and
- e) the amount that you received or paid in settlement or judgment of the action.

9. Set forth a list of all documents which Defendants intend to use as evidence at the trial of this case.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

By: 

November 15, 2021

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buiستbyars.com
Attorney for the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have this day November 15, 2021 served a copy of the Plaintiffs' First Set of Interrogatories upon all parties to these matters by depositing a true copy of the same in the U.S. mail, proper postage prepaid, addressed to counsel of record as follows:

Irish "Ryan" Neville, Esq.
Jacqueline Egan, Esq.
Stephen A. Spitz, Esq.
Spitz & Neville
151 Meeting Street, Suite 350
Charleston, SC 29401
Attorneys for Defendant George B. Corrie, II and Shawna Corrie



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

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
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subject real estate, as well as anyone who may
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legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

**PLAINTIFFS' FIRST SET OF
REQUESTS FOR PRODUCTION
TO THE DEFENDANTS GEORGE B.
CORRIE, II AND SHAWNA CORRIE**

The Plaintiffs, Sinclair Brown, Jr. and Joetta A. Brown, (the "Plaintiffs"), by and through their undersigned counsel, requires that the Defendants, George B. Corrie, II and Shawna Corrie, (the "Defendants"), produce pursuant to Rule 34 SCRPC, on or before thirty (30) days from the date hereof, for the purpose of allowing inspection and copying, documents and things identified below. These Requests are continuous and ongoing throughout this litigation, up to and including trial.

INSTRUCTIONS

1. The term "document," either singular or plural, is defined as originals or, if not available, true copies of all memoranda, reports, appraisals, evaluations, correspondence,

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communications, interoffice communications, interoffice memoranda, inter-company communications, agreements, contracts, deeds, bills of sale, purchase orders, purchase and sale confirmations, closing statements, account statements, invoices, checks, bank statements, journals, ledgers, telegrams, handwritten notes, periodicals, pamphlets, reports, computer or business machine printouts, accountant's work papers, accountant's statements and writings, notations or records of meetings, books, papers, diaries, promissory notes, evidence of indebtedness, trust deeds, mortgage instruments, security agreements, trust agreements, loan applications, leases, documents creating or reflecting the security interest, loan agreements, financing statements, deposit slips, speeches, public relations issues, advertising, merger agreements, proxy statements, annual or other reports including financial statements filed with appropriate state and federal authorities, documents filed with stock exchanges, office manuals, employee manuals, company rules and regulations, report of experts, drafts and preliminary copies of any of the foregoing, tape recordings or other sound or visual reproduction and materials and any other written matter, tangible or physical objects however produced or reproduced upon which words or phrases are affixed or from which by appropriate transcriptions such written matter or tangible thing may be produced, in possession, custody, control of the party or its agents and attorneys.

2. "Person," unless otherwise specified, means not only the natural person but also a firm, partnership, association and corporation.

3. "You," (together with the adjective "your") shall be deemed to include and refer to the party, together with, to whatever extent the context thereof will bear such additional meaning, any and all persons acting at the direction of or on behalf of said named party in connection with any of the matters raised herein, or in connection with making the discovery sought hereby.

MANNER OF DOCUMENTS

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The documents produced pursuant to these Requests shall be separately produced for each paragraph of the Request or, in the alternative, shall be identified as complying with the particular paragraph or paragraphs of the Request to which they are responding.

PRIVILEGED DOCUMENTS

In the event the party wishes to assert either attorney-client privilege or work product doctrine, or both, as to any document requested by any of the following specific Requests, then, as to each document subject to such assertion, the party is requested to provide an identification of such document in writing, such identification to include: the nature of the document, the sender, the author, the recipient, the recipient of each copy, the date, the name of each person to whom the original of any copy was circulated, the names appearing on any circulation list associated with such document, a summary statement of the subject matter of such document in sufficient detail to permit the Court to reach a determination in the event of a motion to compel, and an indication of the basis for assertion of privilege or the like.

REQUESTS FOR PRODUCTION

1. Any and all letters, correspondence, memoranda, reports, notes, electronic mailings, or any documentation of whatever nature by and between the Defendants and Plaintiffs and any party to this action.

2. A copy of the Defendants' complete closing file, including but not limited to, all closing documents, notes, memoranda, checklists, instructions, loan applications, correspondence, facsimiles, emails, for sale listing, contracts, agreements, inspection reports, appraisal reports, surveys, plats, deeds and any and all documentation whatsoever in your possession for 1650 Sandridge Road, TMS# 093-00-003.

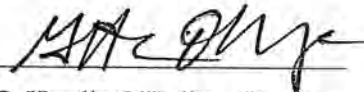
3. Any and all reports prepared by or on behalf of any expert witness retained or consulted by the Defendants or their counsel in connection with any matter giving rise to this action, and whether or not said expert will be called at the trial of this case.

4. Any and all documents responsive to the Plaintiffs' First Set of Interrogatories to Defendants served contemporaneously herewith.

5. Copies of any and all documents which Defendants intend to use as evidence at the trial of this case.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

By: 

November 15, 2021

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
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(843) 856-4488
Hamlin.okelley@buiستbyars.com
Attorney for the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have this day November 15, 2021 served a copy of the Plaintiffs' First Set of Requests for Production upon all parties to these matters by depositing a true copy of the same in the U.S. mail, proper postage prepaid, addressed to counsel of record as follows:

Irish "Ryan" Neville, Esq.
Jacqueline Egan, Esq.
Stephen A. Spitz, Esq.
Spitz & Neville
151 Meeting Street, Suite 350
Charleston, SC 29401
Attorneys for Defendant George B. Corrie, II and Shawna Corrie



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

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,
Plaintiffs,

vs.

George B. Corrie, II, Shawna Corrie, Anthony
Wayne All, Sandra Rae All, Paul W. Jones,
Madelyn W. Jones, Keith A. Murray,
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subject real estate, as well as anyone who may
be incompetents, in the military, or under any
legal disability, and Richard Roe and Sarah
Doe, fictitious names representing all
unknown heirs and devisees,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER.: 2021-CP-18-01535

**PLAINTIFFS' FIRST SET OF
REQUESTS TO ADMIT
TO THE DEFENDANTS GEORGE B.
CORRIE, II AND SHAWNA CORRIE**

The Plaintiffs Sinclair Brown, Jr. and Joetta A. Brown, (the "Plaintiffs"), by and through their undersigned counsel, hereby request, pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, that the Defendants George B. Corrie and Joetta A. Brown, (the "Defendants"), within thirty (30) days after service hereof, answer in writing the Requests for Admission set forth below. The matter shall be deemed admitted unless within thirty (30) days after service hereof, the party to whom these Requests for Admission are submitted serves a written answer or objection addressing the matter of each request for admission. An answering party may not give lack or information or knowledge as a reason for failure to admit or deny the matter unless such party states that it has made reasonable inquiry into such matter and the information known or readily

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obtainable by the party is insufficient to enable the party to admit or deny. An answering party may be subject to attorneys' fees pursuant to Rule 37(c) of the South Carolina Rules of Civil Procedure should any request denied by the party later be proven to be truthful or genuine.

REQUESTS TO ADMIT

1. Admit that Defendants Paul W. Jones and Madelyn W. Jones conveyed title to the Defendants Keith A. Murray and Stephanie L.R. Murray for the property described in the Deed, attached hereto as Exhibit A, dated February 23, 2011 that was recorded on May 25, 2011 in Book 7897 at Page 274 in the Office of the Register of Deeds for Dorchester County.

2. Admit that the Deed referenced in Request No. 1 as Exhibit A is described as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL W. AND MADELYN W. JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S.C. R.L.S. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING A PORTION OF the same property conveyed to Paul W. Jones and Madelyn W. Jones herein by deed of Harold G. Fee, Jr. and Jo K Fee dated March 23, 1990 and recorded in the RMC Office for Dorchester County in Book 734, page 67.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

3. Admit that Defendants Paul W. Jones and Madelyn W. Jones conveyed title to the Defendants Anthony Wayne All and Sandra Rae All for the property described in the Deed, attached hereto as Exhibit B, dated July 25, 2018 that was recorded on July 26, 2018 in Book 11470 at Page 1 in the Office of the Register of Deeds for Dorchester County.

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4. Admit that the Deed referenced in Request No. 3 as Exhibit B is described as follows:

All that certain piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, measuring and containing 67.134 acres, more or less, butting and bounding now or formerly according to the Plat hereinafter referenced as follows: North by lands of Southern Railroad; East by lands of Winston W. Rumph and Mary Lee Hall; South by the Rosses Road; and West by lands of J.B. Rumph, Jr. and designated as Tract 1-B, Harold and Jo K. Fee, on a plat by Clarence S. Matthews, RLS dated February 12, 1987, said plat being recorded in the ROD Office for Dorchester County in Plat Cabinet F at Page 156 and by reference incorporated herein and made a part hereof.

LESS AND EXCEPTING: Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF 65.25 ACRE TRACT SURVEYED FOR PAUL W. AND MADELYN W. JONES, DORCHESTER COUNTY, SOUTH CAROLINA", prepared by Raymond D. Hager, RLS, and recorded in the ROD Office for Dorchester County on June 21, 2005 in Plat Cabinet Kat Page 157.

AND LESS AND EXCEPTING, 1.82 acres, more or less, conveyed by Paul W. Jones and Madelyn W. Jones to Douglas B. Carner and Rebecca J. Carner dated July 1, 1994, said deed being recorded on July 6, 1994 in the ROD Office for Dorchester County in Book 1346 at Page 264. Said tract shown as Tract 1-B-2, containing 1.82 acres on a plat entitled, "Plat of 21.12 Acres Surveyed for Paul W. & Madelyn Jones, Givhans Township," recorded on June 28, 1993 in Plat Book I at page 128.

5. Admit that Defendants Keith A. Murray and Stephanie L.R. Murray conveyed title to the Plaintiffs Sinclair Brown, Jr. and Joetta A. Brown for the property described in the Deed, attached hereto as Exhibit C, dated March 27, 2014 that was recorded on April 1, 2014 in Book 9229 at Page 20 in the Office of the Register of Deeds for Dorchester County.

6. Admit that the Deed referenced in Request No. 5 as Exhibit C is described as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER,

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DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Keith A. Murray and Stephanie L.R. Murray herein by deed of Paul W Jones and Madelyn W Jones dated February 23, 2011 and recorded in the RMC Office for Dorchester County in Book 7824, page 257 and re-recorded in Book 7897, page 274, aforesaid records.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

7. Admit that Defendants Anthony Wayne All and Sandra Rae All conveyed title to the Defendants George B. Corrie, II and Joetta A. Brown All for the property described in the Deed, attached hereto as Exhibit D dated March 15, 2021 that was recorded on March 15, 2021 in Book 13199 at Page 245 in the Office of the Register of Deeds for Dorchester County.

8. Admit that the Deed referenced in Request No. 7 as Exhibit D is described as follows:

ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOWING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J. Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof.

This being the same property as conveyed to Anthony Wayne All and Sandra Rae All by deed of Madelyn W. Jones, dated July 25, 2018 and recorded July 26, 2018 in Book 11470 at Page 1 in the Dorchester County Register of Deeds Office.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

9. Admit that the Plat, attached hereto as Exhibit E, dated February 6, 2005 and revised May 28, 2005 was recorded on June 21, 2005 in Plat Cabinet K, page 157.

10. Admit that the Plat, named as Exhibit E, is the same recorded Plat described in the recorded Deeds in Exhibits A, B and C referenced above.

11. Admit that the Plat named as Exhibit E shows the proposed pond as being a portion of property owned by the Plaintiffs.

12. Admit that the Plat named as Exhibit A shows the proposed pond as being a portion of property owned by Lots, 1, 2, 3 and 4 as shown in this Plat.

13. Admit that the Plat, attached hereto as Exhibit F, dated December 4, 2018 was recorded on December 7, 2018 in Plat Book M, page 159.


14. Admit that the Plat named as Exhibit F does not survey the property owners in Lot 1, 2, 3 and 4.

15. Admit that the Defendants have placed fencing around the pond, portions of which are owned by the property owners of Lots 1, 2, 3 and 4, and of which one of those lots are owned by the Plaintiffs.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

November 15, 2021

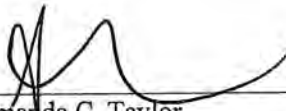
By: 
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buiستbyars.com
Attorney for the Plaintiffs

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CERTIFICATE OF SERVICE

I hereby certify that I have this day November 15, 2021 served a copy of the Plaintiffs' First Set of Requests to Admit upon all parties to these matters by depositing a true copy of the same in the U.S. mail, proper postage prepaid, addressed to counsel of record as follows:

Irish "Ryan" Neville, Esq.
Jacqueline Egan, Esq.
Stephen A. Spitz, Esq.
Spitz & Neville
151 Meeting Street, Suite 350
Charleston, SC 29401
Attorneys for Defendant George B. Corrie, II and Shawna Corrie



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

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 Sinclair Brown, Jr. and Joetta A. Brown,)
)
 Plaintiffs,)
)
 vs.)
)
 George B. Corrie, II, Shawna Corrie, Anthony)
 Wayne All, Sandra Rae All, Paul W. Jones,)
 Madelyn W. Jones, Keith A. Murray, Stephanie)
 L.R. Murray, Dollar Bank Federal Savings Bank,)
 The Bank of South Carolina, John Doe and Mary)
 Roe, fictitious names representing all unknown)
 persons who may claim any right, title or interest)
 or lien upon the subject real estate, as well as)
 anyone who may be incompetents, in the)
 military, or under any legal disability, and)
 Richard Roe and Sarah Doe, fictitious names)
 representing all unknown heirs and devisees,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOR THE FIRST JUDICIAL CIRCUIT
 CASE NUMBER.: 2021-CP-18-01535

**RESPONSE TO PLAINTIFFS' FIRST
 SET OF REQUEST TO ADMIT TO
 THE DEFENDANTS GEORGE B.
 CORRIE, II AND SHAWNA CORRIE**

TO: Plaintiffs Sinclair Brown, Jr. and Joetta A. Brown and their counsel:

The Defendants, George B. Corrie, II and Shawna Corrie (hereinafter "Corrie Defendants"), by and through counsel, hereby respond to Plaintiffs' Request to Admit to Corrie Defendants by answering as follows:

GENERAL COMMENTS

1. These Responses are based upon information presently known to the Corrie Defendants. Because discovery and investigation into the matters at issue in this litigation are ongoing, the Corrie Defendants reserve the right to supplement these Responses as appropriate.

2. Under the South Carolina Rules of Civil Procedure, the Corrie Defendants may direct Plaintiffs to business records produced contemporaneously as a response to specific Requests, as specified under the Rule.

GENERAL OBJECTIONS

1. The Corrie Defendants object to Plaintiffs' Request to Admit to the extent that they attempt to impose any obligation beyond those contained in the South Carolina Rules of Civil Procedure.

2. The Corrie Defendants object to any and all of Plaintiffs' Requests to the extent that they call for information subject to the attorney-client privilege, the work product doctrine, any other privilege, or any statutory prohibition.

3. The Corrie Defendants object to Plaintiffs' Requests to the extent that they seek to require the Corrie Defendants to perform Plaintiffs' own legal work, specifically, to correct and reform Plaintiffs' own Requests that are overbroad, seek irrelevant information, or are otherwise improper.

4. The Corrie Defendants object to each Request to the extent it seeks information that constitutes or reflects trial preparation materials or work product of the Defendants or their representatives, agents or attorneys.

5. The Corrie Defendants object to each Request to the extent it seeks information already available to or equally available to Plaintiffs.

6. The Corrie Defendants object to these Requests to the extent they are overly broad, unduly burdensome, compound, seek information which is neither relevant to the subject matter of the litigation nor reasonably calculated to lead to the discovery of admissible evidence, seek documents which constitute or contain confidential, proprietary information, do not adequately set

forth the documents requested with reasonable particularity, and are vague and ambiguous as to scope and time.

7. By making a response to any interrogatory or document request, the Corrie Defendants do not intend or mean to waive the attorney-client privilege, the work product rule or any other privilege, objection or other limitation upon discovery as to that Interrogatory or Request or as to any other present or future request for discovery.

8. All Answers to the Interrogatories and Responses to the Requests to Admit in this case are made without the waiver of these general objections, or the specific objections hereinafter set forth.

RESPONSE TO REQUESTS TO ADMIT

1. Admit that Defendants Paul W. Jones and Madelyn W. Jones conveyed title to the Defendants Keith A. Murray and Stephanie L.R. Murray for the property described in the Deed, attached hereto as Exhibit A, dated February 23, 2011 that was recorded on May 25, 2011 in Book 7897 at Page 274 in the Office of the Register of Deeds for Dorchester County.

RESPONSE: Admitted.

2. Admit that the Deed referenced in Request No. 1 as Exhibit A is described as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL W. AND MADELYN W. JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S.C. R.L.S. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING A PORTION OF the same property conveyed to Paul W. Jones and Madelyn W. Jones herein by deed of Harold G. Fee, Jr. and Jo K Fee dated March 23, 1990 and recorded in the RMC Office for Dorchester County in Book 734,page 67.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other. matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.*

RESPONSE: Admitted.

3. Admit that Defendants Paul W. Jones and Madelyn W. Jones conveyed title to the Defendants Anthony Wayne All and Sandra Rae All for the property described in the Deed, attached hereto as Exhibit B, dated July 25, 2018 that was recorded on July 26, 2018 in Book 11470 at Page 1 in the Office of the Register of Deeds for Dorchester County.

RESPONSE: Admitted only to the extent that Madelyn W. Jones conveyed title to the Defendants Anthony Wayne All and Sandra Rae All to the property in the above-described Deed. The Corrie Defendants deny that Defendant Paul W. Jones was named as a grantor in the above-described Deed and deny any remaining assertions made in this request.

4. Admit that the Deed referenced in Request No. 3 as Exhibit B is described as follows:

All that certain piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, measuring and containing 67.134 acres, more or less, butting and bounding now or formerly according to the Plat hereinafter referenced as follows: North by lands of Southern Railroad; East by lands of Winston W. Rumph and Mary Lee Hall; South by the Rosses Road; and West by lands of J.B. Rumph, Jr. and designated as Tract 1-B, Harold and Jo K Fee, on a plat by Clarence S. Matthews, RLS dated February 12, 1987, said plat being recorded in the ROD Office for Dorchester County in Plat Cabinet F at Page 156 and by reference incorporated herein and made a part hereof

LESS AND EXCEPTING: Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF 65.25 ACRE TRACT SURVEYED FOR PAUL W. AND MADELYN W. JONES, DORCHESTER COUNTY, SOUTH CAROLINA", prepared by Raymond D. Hager, RLS, and recorded in the ROD Office for Dorchester County on June 21, 2005 in Plat Cabinet Kat Page 157.

AND LESS AND EXCEPTING, 1.82 acres, more or less, conveyed by Paul W. Jones and Madelyn W. Jones to Douglas B. Carner and Rebecca J Carner dated July 1, 1994, said deed being recorded on July 6, 1994 in the ROD Office for Dorchester County in Book 1346 at Page 264. Said tract shown as Tract 1-B-2, containing 1.82 acres on a plat entitled, "Plat of

21.12 Acres Surveyed for Paul W. & Madelyn Jones, Givhans Township," recorded on June 28, 1993 in Plat Book I at page 128.

RESPONSE: Admitted.

5. Admit that Defendants Keith A. Murray and Stephanie L.R. Murray conveyed title to the Plaintiffs Sinclair Brown, Jr. and Joetta A. Brown for the property described in the Deed, attached hereto as Exhibit C, dated March 27, 2014 that was recorded on April 1, 2014 in Book 9229 at Page 20 in the Office of the Register of Deeds for Dorchester County.

RESPONSE: Admitted with the exception that Plaintiff Joetta A. Brown is named as "Joetta G. Brown" in the above-described Deed.

6. Admit that the Deed referenced in Request No. 5 as Exhibit C is described as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Keith A. Murray and Stephanie L.R. Murray herein by deed of Paul W Jones and Madelyn W Jones dated February 23, 2011 and recorded in the RMC Office for Dorchester County in Book 7824, page 257 and re-recorded in Book 7897, page 274, aforesaid records.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

RESPONSE: Admitted.

7. Admit that Defendants Anthony Wayne All and Sandra Rae All conveyed title to the Defendants George B. Corrie, II and Joetta A. Brown All for the property described in the

Deed, attached hereto as Exhibit D dated March 15, 2021 that was recorded on March 15, 2021 in Book 13199 at Page 245 in the Office of the Register of Deeds for Dorchester County.

RESPONSE: Admitted with the exception that the grantees of the above-described Deed are George B. Corrie, II and Shawna Corrie, not "Joetta A. Brown All" as named above.

8. Admit that the Deed referenced in Request No. 7 as Exhibit D is described as follows:

ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOWING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof

This being the same property as conveyed to Anthony Wayne All and Sandra Rae All by deed of Madelyn W Jones, dated July 25, 2018 and recorded July 26, 2018 in Book 11470 at Page 1 in the Dorchester County Register of Deeds Office.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

RESPONSE: Admitted.

9. Admit that the Plat, attached hereto as Exhibit E, dated February 6, 2005 and revised May 28, 2005 was recorded on June 21, 2005 in Plat Cabinet K, page 157.

RESPONSE: Admitted only to the extent that a Plat, dated February 6, 2005, revised May 28, 2005, and recorded on Jun 21, 2005, without any legible cabinet and page designations, was attached as Exhibit F. The Corrie Defendants deny any remaining assertions made in this request.

10. Admit that the Plat, named as Exhibit E, is the same recorded Plat described in the recorded Deeds in Exhibits A, B and C referenced above.

RESPONSE: Denied.

11. Admit that the Plat named as Exhibit E shows the proposed pond as being a portion of property owned by the Plaintiffs.

RESPONSE: Denied.

12. Admit that the Plat named as Exhibit A shows the proposed pond as being a portion of property owned by Lots, 1, 2, 3 and 4 as shown in this Plat.

RESPONSE: Denied.

13. Admit that the Plat, attached hereto as Exhibit F, dated December 4, 2018 was recorded on December 7, 2018 in Plat Book M, page 159.

RESPONSE: Admitted only to the extent that the above-described Plat was attached as Exhibit E.

14. Admit that the Plat named as Exhibit F does not survey the property owners in Lot 1, 2, 3 and 4.

RESPONSE: Denied.

15. Admit that the Defendants have placed fencing around the pond, portions of which are owned by the property owners of Lots 1, 2, 3 and 4, and of which one of those lots are owned by the Plaintiffs.

RESPONSE: Admitted only to the extent that the Corrie Defendants have placed fencing around the pond, but the Corrie Defendants deny that the fencing interferes with the rights of other property owners. The Corrie Defendants deny any remaining assertions made in this request.

(Signatures Follow on the Next Page)

Respectfully submitted,

s/ Irish "Ryan Neville
Irish "Ryan" Neville (SC Bar I.D. 76513)
Jacqueline Egan (SC Bar I.D. 77123)
Stephen A. Spitz (SC Bar I.D. 5287)
SPITZ & NEVILLE
151 Meeting Street, Suite 350
Charleston, SC 29401
843-414-5080
irn@spitzandneville.com
jhe@spitzandneville.com
sas@spitzandneville.com
*Attorneys for Defendants George B. Corrie,
II and Shawna Corrie*

January 27, 2022
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 27, 2022, the forgoing Response to Plaintiffs' First Set of Requests to Admit to Defendants George B. Corrie, II and Shawn Corrie was served upon the following via email letting the following know that a hard copy would be mailed upon request.

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

s/ Eli Lachenman
Spitz & Neville

1 IN THE COURT OF COMMON PLEAS
2 FOR THE STATE OF SOUTH CAROLINA
3 DORCHESTER COUNTY

4 DEPOSITION OF F. ELLIOTT QUINN
5 JULY 17, 2023

6 SINCLAIR BROWN, JR. and JOETTA A. BROWN,
7 Plaintiffs,

8 vs. CASE NO. 2021-CP-18-01535
9

10 GEORGE B. CORRIE, II, SHAWNA CORRIE,
11 ANTHONY WAYNE ALL, SANDRA RAE ALL, PAUL W.
12 JONES, MADELYN W. JONES, KEITH A. MURRAY,
13 STEPHANIE L.R. MURRAY, DOLLAR BANK FEDERAL
14 SAVINGS BANK, THE BANK OF SOUTH CAROLINA,
15 JOHN DOE and MARY ROE, fictitious names
16 representing all unknown person who may
17 claim any right, title or interest or lien upon
18 the subject real estate, as well as anyone who
19 may be incompetents, in the military, or
20 under any legal disability, and RICHARD ROE
21 and SARAH DOE, fictitious names representing
22 all unknown heirs and devisees,

23 Defendants.
24
25

19 TIME: 9:57 A.M.

21 LOCATION: SMITH CLOSSER, P.A.
22 CHARLESTON, SC

23 REPORTED BY: BETHANY MORSE, RSR, CCR (WA)
24 CLARK BOLEN
25 CHARLESTON, SC 29415
843-762-6294
WWW.CLARKBOLEN.COM

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A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFFS:

BUIST BYARS & TAYLOR, LLC
BY: G. HAMLIN O'KELLEY III, ESQ.
652 Coleman Boulevard, Suite 200
Mount Pleasant, SC 29464
hamlin.okelley@buistbyars.com

ON BEHALF OF GEORGE B. CORRIE II AND SHAWNA
CORRIE:

SMITH CLOSSER, PA
BY: STEVEN L. SMITH, ESQ.
7455 Cross County Road, Suite 1
Charleston, SC 29423
ssmith@scnlaw.com

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I N D E X

EXAMINATION:	PAGE
By Mr. Smith	4

EXHIBITS:	REFERENCED
Exhibit 1	Notice of Deposition of F. Elliott Quinn III 4
Exhibit 2	Thomas & Hutton Letter Agreement for Services 6
Exhibit 3	Plat by Raymond B. Hager 8
Exhibit 4	Plat by Richard J. Rhode 8
Exhibit 5	Plat Drawing 11
Exhibit 6	Photographs 14
Exhibit 7	Summons and Complaint 15

Requested Information	10
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Reporter's Certificate	21
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1 F. ELLIOTT QUINN,
2 having been first duly sworn, was examined and
3 testified as follows:

4 EXAMINATION

5 BY MR. SMITH:

6 Q. Mr. Quinn, my name is Steve Smith, and I
7 represent George Corrie and Shawna Corrie in an
8 action that has been brought by Sinclair Brown
9 and Joetta Brown concerning a piece of property
10 in Dorchester County.

11 I'm going to show you a notice of
12 deposition and ask you if you received a copy of
13 that.

14 A. I did.

15 Q. And is that why you're here today?

16 A. That is the reason, yes.

17 Q. Along with this subpoena?

18 A. Yes.

19 Q. All right. Let's go ahead and get those
20 marked as a package as 1.

21 (Exhibit No. 1 was marked.)

22 Q. Let me give you some just groundwork,
23 and I'm sure you've been through depositions
24 before.

25 If you need to take a break, you can

1 just say, Steve, I need to take a break. But I
2 can tell you that this deposition isn't going to
3 take long enough, I don't think.

4 A. Okay. I am an old man.

5 Q. As are we all. But if you do need to
6 take a break, just let me know.

7 Also if you have any questions about
8 anything that I say or any of the questions that
9 I ask, direct those questions to me and to no one
10 else in the room. Under the rules, I'm supposed
11 to tell you that.

12 If you could just very quickly give me
13 your background. I'm not going to go into it at
14 length, but give me your background from I
15 graduated from high school here, got these
16 degrees, and went to work here.

17 A. Okay. I -- okay. Go back as far as
18 high school or --

19 Q. College.

20 A. College. Okay. So I went to Erskine
21 College. I actually didn't graduate from high
22 school, which -- I went straight to Erskine
23 College in the 11th -- after the 11th grade, so
24 that's why that throw -- threw -- throws me off.

25 So I went to Erskine College for two

1 years, decided I needed to learn something I
2 could use, and went to Midlands Technical College
3 in Columbia and got a degree in civil engineering
4 technology with the surveying option.

5 Since that time I've been employed in
6 the surveying profession for 43 years, I guess.
7 And I received my South Carolina professional
8 registration in 1995. Since that time, I have
9 gotten a North Carolina registration and a
10 Georgia registration.

11 Since 1998 I have been employed by
12 Thomas & Hutton Engineering Company, and since
13 2005 I have been a shareholder in that company.
14 And I am the survey group leader for South
15 Carolina and North Carolina.

16 Q. Let me show you another document -- it's
17 been labeled as Exhibit Number 2 -- and ask you
18 what that document is.

19 (Exhibit No. 2 was marked.)

20 A. That is our letter agreement for
21 services with Mr. O'Kelley and Buist, Byars &
22 Taylor to do a survey of this property.

23 Q. What were you hired to do?

24 A. I was -- my understanding, I was hired
25 to do a boundary survey of -- I don't remember

1 which lot number it was. 3, maybe. And also to
2 locate -- to determine the location of the water
3 level of a pond in relation to that property.

4 Q. If you look at -- it's the third page of
5 this document, but it's labeled as page 1.

6 A. Yes.

7 Q. This says Scope of Services. Do you see
8 that?

9 A. Yes.

10 Q. Is this what you were just telling me?

11 A. Yes.

12 Q. So it says the field survey -- this is
13 item -- the bullet point -- the second bullet
14 point under boundary survey phase [as read]:
15 Field survey will include the location of the
16 normal water line and top of bank of the existing
17 pond and any fence along the common boundary, all
18 of which will be plotted to scale on resulting
19 survey. Where possible, the location of the
20 water line will be dimensioned from the boundary
21 line of lot 3.

22 Was that your scope of what you did?

23 A. That is exactly the scope of what we
24 did.

25 Q. And did you do that?

1 A. We did.

2 Q. Before I get into your survey, I want to
3 ask what documents did you review before you went
4 out there, do you know?

5 A. Yes. I received, from Mr. O'Kelley's
6 office, the deed for the -- the Browns, Sinclair
7 Browns. Is that what -- their name? The
8 Browns -- as well as two plats, one by Ray Hager
9 and another by Richard Rhode. And then I don't
10 remember if I was actually given the deed for the
11 Corries or I got that off-line myself, but I
12 reviewed that as well. So the two deeds and the
13 two plats.

14 (Exhibit No. 3 was marked.)

15 Q. All right, Mr. Quinn. I'm going to show
16 you a document that's been labeled as Plaintiff's
17 Exhibit Number 3, and that is one of the plats
18 you just mentioned. Is that one of the ones you
19 just received?

20 A. Yes, it is.

21 Q. And I'm going to show you Exhibit
22 Number 4, which I call the all plat. Is that the
23 other plat you received?

24 (Exhibit No. 4 was marked.)

25 A. It is.

1 Q. Did you receive any other plats?

2 A. No.

3 Q. Okay. Before we get into your actual
4 survey, I want to show you a video that I
5 received from counsel and ask you if you received
6 this video.

7 (Discussion off the record.)

8 Q. Let me try to explain what it was.

9 Did you see any -- were you sent any
10 videos?

11 A. Yes. About a -- two weeks ago, I guess,
12 when -- I think right about the same time I got
13 the subpoena from you, I received a video from
14 Mr. O'Kelley's office.

15 Q. Did you view that video?

16 A. I did.

17 Q. What was it of?

18 A. It was of the pond and the bank and a
19 stake or some piece of something out in the pond
20 that was indicated to be the original corner by
21 someone, at least in the e-mail that came with
22 it.

23 Q. Do you have a copy of that e-mail?

24 A. Not with me, no. I do in my files, of
25 course -- or in my computer, of course.

1 Q. Can you send that to me?

2 (Requested Information.)

3 A. Sure.

4 Q. So what was that? You and I saw the
5 same video; I just didn't figure out what it was.
6 What was that?

7 A. It was a stake in a pond. I really --
8 other than that, I can't say.

9 Q. All right. Do you agree that that was
10 one of the corner stakes?

11 A. No, I do not.

12 Q. Did you do your own plat?

13 A. Yes, we did.

14 Q. Do you have a copy of that?

15 A. No. I didn't bring anything. Sorry.

16 Q. That's all right. I'm going to try
17 to --

18 A. I put the onus on you.

19 Q. I don't blame you. I'm going to try to
20 pull it up real quick.

21 A. You have a copy right here.

22 Q. Yeah, can you see that?

23 A. Oh, yeah, I can read it. I have no
24 problems. I'm used to reading reduced -- upside
25 down, reduced.

1 (Exhibit No. 5 was marked.)

2 Q. I can pull up a bigger copy and blow it
3 up, but is -- I'm going to show you Defendant's
4 Exhibit Number 5 and ask you if that's a blowup
5 of the area that you did.

6 A. Yes. This is a section of our survey,
7 our plat.

8 Q. And is that the section, really, that's
9 at issue?

10 A. Yes, it is.

11 Q. All right. So there's three lines on
12 there that stand out to me. One of them is the
13 top of the water of the pond. It says --

14 A. Yes.

15 Q. -- Top of Water. Do you see that?

16 A. I do.

17 Q. Is that the edge of the water or the top
18 of the water?

19 A. That's the edge of the water where it
20 hits the line -- where it hits dry land.

21 Q. All right. Can you highlight that line
22 with a yellow highlighter?

23 A. I will do my best. Let's see how fine
24 your highlighter is.

25 Q. All right. And then the next line says,

1 Slope something. Do you see that?

2 A. Yes. There's a 33 percent slope from
3 the top of the bank -- this is an interesting
4 site. There's a -- the lot is relatively level,
5 then it comes back, and then it drops, I mean,
6 considerably from the top of this -- what I call
7 the top of slope down to the top of the bank,
8 which is just a few feet above the water line.
9 And that is that line.

10 So it's -- from that water line -- from
11 that top of bank to the water itself is a
12 33 percent slope. You know, we took elevation at
13 the top of the bank and then elevations at the
14 water. And so it's really steep.

15 And then the rest of that -- from the
16 top of the bank to the top of the slope is a 2
17 percent slope, which is a nice, gradual slope,
18 sloping down to the -- to the pond.

19 Q. So the top of slope, which is 25 feet
20 inside the property line -- is that about right?

21 A. Sounds reasonable, yes.

22 Q. Anyway, it just --

23 A. 25 feet or more, yes.

24 Q. Yeah. It says top of slope right there.

25 A. Yes.

1 Q. That has a gradual reduction to this
2 33 percent slope?

3 A. Yes.

4 Q. You say it's about a 2 percent slope.

5 A. Correct.

6 Q. Once it hits this thing you call the --

7 A. Top of bank.

8 Q. -- top of bank, it then slopes 33
9 degrees?

10 A. 33 percent, yes.

11 Q. I mean, 33 percent. Yeah.

12 A. Nearly -- you know, that's -- it's
13 pretty close to straight down.

14 Q. Well, 90 percent would be straight down.

15 A. I mean, yeah, 90 percent -- but, I mean,
16 it's a pretty steep slope. You couldn't walk it
17 if it was a large slope.

18 Q. Can you draw the top of bank with the
19 pink marker.

20 All right. And with the green marker,
21 can you mark where the fence is? I think the
22 fence is marked with Xs.

23 A. Yes.

24 Q. According to your survey -- did you see
25 the fence when you went out there?

1 A. Yes.

2 Q. Is the fence on my client's property, or
3 is it on the Browns' property?

4 MR. O'KELLEY: Object to the form
5 of the question.

6 A. The fence is located within the -- the
7 Corries' property, just inside the Corries'
8 property. It runs parallel to the property line,
9 just inside the Corries' property.

10 Q. All right. I'm going to show you three
11 pictures that were taken by the Corries. Do you
12 recognize -- and it's been labeled as defendant's
13 Exhibit Number 6.

14 Do you recognize those stakes?

15 (Exhibit No. 6 was marked.)

16 A. I do not recognize them, no.

17 Q. Is that -- those aren't your markings?

18 A. No. Those appear to be PVC pipe.

19 Q. Actually, there's four pictures.

20 A. Maybe -- those are not our -- the
21 flagging on the -- tied on the whatever this is,
22 pipe, could be ours. But I do not recognize
23 those, no.

24 Q. All right. According to your survey and
25 your expertise as a surveyor, do the Browns have

1 access? Is their property located on the pond?

2 A. According to my survey, it -- no, their
3 property does not touch the pond -- the water of
4 the pond.

5 Q. In order for the Browns to access the
6 pond, they would actually have to cross the
7 property of the Corries; right?

8 A. Correct.

9 Q. I'm going to show you a complaint that's
10 been filed in this action. It's been marked as
11 Defendant's Exhibit Number 7. And I know you
12 haven't seen this before.

13 (Exhibit No. 7 was marked.)

14 Q. The fence that's there, that you saw
15 when you went out there, is located 100 percent
16 on the Corries' property?

17 MR. O'KELLEY: Object to the form.

18 A. As it crosses the back of the Browns'
19 property -- I can only speak to that portion.

20 Q. That's correct.

21 A. But, yes, that part is completely on the
22 Corries' property, yes.

23 Q. All right. Let's look at the plat that
24 was recorded in 2005. There you go.

25 A. Okay.

1 Q. Is that plat correct? And the reason I
2 ask that, is it correct as far as the boundary
3 lines between the Corries' property and the
4 Browns' property in conjunction with the lake?

5 A. The boundaries are correct, could be
6 because this is the plat that created the
7 boundaries. The boundaries check in the field,
8 the irons we found match this plat within
9 hundredths all the way around.

10 But it calls for a proposed pond, and my
11 only assumption is that the pond wasn't built
12 where it was proposed to be by this plat. No, it
13 does not represent what is currently there.

14 Q. So my next question is -- or was going
15 to be -- is the pond in the right place, or is it
16 in the place that's shown on --

17 A. The pond currently is not built where
18 this proposed pond is shown on this plat.

19 Q. So it's your opinion that the property
20 lines are correct, as shown on Defendant's
21 Exhibit Number 3, just the pond is in a different
22 location than shown on Defendant's Exhibit Number
23 3.

24 A. I would agree with that, yes.

25 Q. And that's within your expertise as a

1 surveyor?

2 A. Yes.

3 Q. So in your opinion as an expert
4 surveyor, do the -- does the -- and I know this
5 sounds repetitive -- but does the Browns'
6 property have any boundary line on the pond?

7 A. Not based on -- it does not have any
8 boundary line on the pond based on where the pond
9 is currently.

10 Q. Let's go back to the complaint. Look at
11 paragraph 19. This paragraph deals with the plat
12 we were just looking at; correct?

13 A. Yes, it does.

14 Q. And that plat shows that .012 acres of
15 the plaintiffs' property is in the pond; right?

16 A. Yes, it does.

17 Q. It's your testimony, however, the pond
18 isn't dug in accordance with that plat; right?

19 A. I would agree with that, yes.

20 Q. Does that Browns' property contain any
21 of the pond?

22 A. If you use water as a definition of a
23 pond, no, it does not.

24 Q. And that's the pond as currently dug?

25 A. Correct.

1 Q. Do the Browns -- strike that.

2 Have the Corries annexed or taken over
3 or seized any part of the Browns' property as far
4 as you can tell from the fence line?

5 A. Not from my observations, they have not.

6 Q. All right. Let's look at the next plat,
7 which is the -- I think the 2018 plat. Does that
8 plat show that the Browns, in fact, do not have
9 any property located in or near the pond -- in or
10 on the pond?

11 A. It is difficult to see, particularly at
12 the scale we have this plat, if the line runs
13 into their -- into the Browns' lot, but it would
14 appear that it does not.

15 Q. All right. And if you could read
16 paragraph number 20 of the complaint.

17 A. Okay.

18 Q. All right. In your opinion as an expert
19 surveyor, do the Browns have any ownership
20 interest in the pond as dug?

21 A. As a surveyor, I am somewhat torn,
22 because their deed calls for .12 acres of pond.
23 So it's not my professional opinion that -- I
24 can't determine ownership. That's not my -- I'm
25 not legally allowed to do that; I can only

1 determine boundary lines.

2 The boundary -- and I can honestly say
3 my professional opinion is the boundaries of the
4 Browns' lot do not include any of the pond as
5 currently dug.

6 Q. And the deed was done at the same time
7 as the original 2005 plat; correct?

8 A. Correct.

9 Q. And that plat anticipated that the pond
10 would be dug in a different location; right?

11 A. I would assume so, yes. It shows a
12 proposed pond being much larger than it is,
13 within the Browns' property anyway.

14 Q. As currently dug, do the Browns have any
15 ownership interest in the pond?

16 A. They do not.

17 Q. According to your survey, do the
18 plaintiffs own any portion of the pond as dug?

19 A. They do not.

20 Q. And, again, I apologize. I know they
21 sound repetitive. I'm just addressing the --

22 A. I understand.

23 Q. -- items in the complaint.

24 The fence as constructed, is it
25 constructed on the Corries' property?

1 A. I have to remember who's who. It is
2 constructed on the Corries' property, yes.

3 Q. Does it trespass or interfere or
4 encroach on any of the Browns' property?

5 A. Not that we determined, no.

6 MR. SMITH: I don't have any other
7 questions.

8 MR. O'KELLEY: None for me.

9 THE STENOGRAPHER: If I can get
10 read and sign and any transcript orders on the
11 record, please.

12 MR. SMITH: Do you want to read and
13 sign?

14 MR. O'KELLEY: Most people waive
15 it.

16 (Discussion off the record.)

17 MR. SMITH: Normal delivery is
18 fine.

19 MR. O'KELLEY: And just an E-trans,
20 you know.

21 (The deposition concluded at
22 10:25 A.M.)

23 (Signature waived.)

24

25

1 CERTIFICATE OF REPORTER
2 STATE OF SOUTH CAROLINA
3 COUNTY OF CHARLESTON

4 I, Bethany Morse, Registered
5 Skilled Reporter and Notary Public for the State
6 of South Carolina at Large, do hereby certify
7 that the witness in the foregoing deposition was
8 by me duly sworn to testify to the truth, the
9 whole truth and nothing but the truth in the
10 within-entitled cause; that said deposition was
11 taken at the time and location therein stated;
12 that the testimony of the witness and all
13 objections made at the time of the examination
14 were recorded stenographically by me and were
15 thereafter transcribed by computer-aided
16 transcription; that the foregoing is a full,
17 complete and true record of the testimony of the
18 witness and of all objections made at the time of
19 the examination; and that the witness was given
20 an opportunity to read and correct said
21 deposition and to subscribe the same.

22 Should the signature of the witness
23 not be affixed to the deposition, the witness
24 shall not have availed himself/herself of the
25 opportunity to sign or the signature has been
waived.

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

29 Witness my hand, I have hereunto
30 affixed my official seal on July 17, 2023, in
31 Mount Pleasant, Charleston County, South
32 Carolina.

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Bethany Morse
REGISTERED SKILLED REPORTER
RSR, CCR (Washington)
My Notary Commission expires
January 4, 2033

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiff,

vs.

George B. Corrie, II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names Representing all unknown person who may Claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all Unknown heirs and devisees,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 2021-CP-18-01535

NOTICE OF DEPOSITION
OF F. ELLIOTT QUINN, III

Date: July 17, 2023
Time: 10:00 a.m.
Place: Smith | Closser, P.A.
7455 Cross County Road, Suite 1
Charleston, SC 29418

TO: G. HAMLIN O'KELLEY, III, ESQUIRE, ATTORNEY FOR PLAINTIFFS:

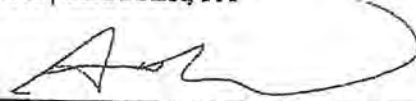
YOU WILL PLEASE TAKE NOTICE that the undersigned, pursuant to applicable court rules, will take the deposition of F. Elliott Quinn, III, at the above listed location and at the date and time set forth, upon oral examination before the designated Notary Public, or before any other notary public or officer authorized by law to take depositions, at which time you are notified to appear and take such part in the deposition as you may be advised and as shall be fit and proper.

The party deposed will be examined regarding all matters relevant to the subject matter involved in the pending action.



The oral examination will continue from day to day until completed. This deposition is being taken for the purpose of discovery, for use at trial and for all other purposes as are permitted under the rules of this Court and all applicable statutes and laws.

SMITH | CLOSSER, PA



Steven L. Smith - SC Bar No. 5173
ssmith@scnlaw.com
7455 Cross County Road, Ste 1 (29418)
P.O. Box 40578, Charleston, SC 29423
843-760-0220; 843-552-2678 (fax)
Attorney for Defendants George B. Corrie, II
and Shawna Corrie

July 6, 2023
Charleston, South Carolina
22-366

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiff,

vs.

George B. Corrie, II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names Representing all unknown person who may Claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all Unknown heirs and devisees,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 2021-CP-18-01535

CERTIFICATE OF SERVICE

I certify that on this date a copy of the foregoing Notice of Deposition of F. Elliott Quinn,

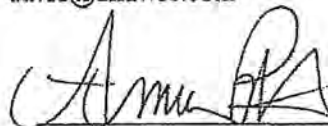
III and Subpoena to F. Elliott Quinn, III were served by electronic mail only on the following:

G. Hamlin O'Kelley, III, Esq.
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29466
hamlin.okelley@buistbyars.com

Adam E. Barr, Esq.
Barr, Unger & McTosh, LLC
11 Broad Street
PO Box 1037
Charleston, SC 29402
aeb@barrungermcintosh.com

Larry D. Cohen, Esq.
Larry D. Cohen, LLC
P.O. Box 30547
Charleston, South Carolina 29417
ldcohen@ldcohenlaw.com

David L. Little, Jr.
Law Office of David L. Little, Jr., LLC
213 N. Parler Avenue
St. George, SC 29477
david@dlawsc.com



Anna Pittman

July 6, 2023
Charleston, South Carolina

STATE OF SOUTH CAROLINA
ISSUED BY THE CIRCUIT COURT IN THE COUNTY OF DORCHESTER

Sinclair Brown, Jr., et al., Plaintiff

v.

George B. Corrie, II, et al., Defendant

SUBPOENA IN A CIVIL CASE

Case Number: 2021-CP-18-01535

Pending in Dorchester County

TO: F. Elliott Quinn, III
 c/o G. Hamlin O'Kelley, III, Esq.
 Buist, Byars & Taylor, LLLC
 652 Coleman Blvd., Suite 200
 Mt. Pleasant, SC 29466

YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION: Smith Closser, P.A. 7455 Cross County Rd, Ste 1 North Charleston, SC 29418	DATE AND TIME: July 17, 2023, 10:00 AM
---	---

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects):

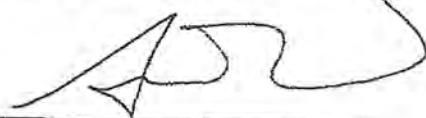
PLACE	DATE AND TIME
-------	---------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
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ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.


 Attorney/Issuing Officer's Signature
 Attorney for Defendants, George B. Corrie, II
 and Shawna Corrie

July 6, 2023
 Date

Steven L. Smith
 Smith | Closser, P.A.
 7455 Cross County Rd, Suite 1
 North Charleston, SC 29420
 (843) 760-0220
 Print Name

Clerk Of Court/Issuing Officer Signature _____ Date _____ Print Name _____

PROOF OF SERVICE

SERVED	DATE: July 6, 2023	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE	<input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$
SERVED ON: F. Elliott Quinn, III c/o G. Hamlin O'Kelley, III, Esq. Buist, Byars & Taylor, LLLC 652 Coleman Blvd., Suite 200 Mt. Pleasant, SC 29466 hamlin.okeley@buistbyars.com		MANNER OF SERVICE: VIA EMAIL- hamlin.okeley@buistbyars.com
SERVED BY Anna Pittman		TITLE Paralegal

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on July 6, 2023



SIGNATURE OF SERVER

Smith | Closser, P.A.
 7455 Cross County Rd, Suite 1
 North Charleston, SC 29420
 ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if:

- i. fails to allow reasonable time for compliance; or
- ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or
- iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or
- iv. subjects a person to undue burden.

(B) If a subpoena:

- i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.



682 JOHNNIE DODDS BOULEVARD, SUITE 100 | POST OFFICE BOX 1522
MT. PLEASANT, SC 29464 | 843.849.0200
THOMASANDHUTTON.COM

January 16, 2023

G. Hamlin O'Kelly, III
Buist Byars & Taylor, LLC
652 Coleman Boulevard - Suite 200
Mt. Pleasant, SC 29464

Re: Sinclair v. Corrie, et al
Boundary Survey Lot 3 & Pond Edge
Grover, Dorchester County
South Carolina
Letter Agreement for Services

Dear Mr. O'Kelly:

Thank you for requesting our Land Surveying Services to assist with this dispute concerning the location of the platted property boundaries in relation to an existing pond. Your firm has provided two (2) recorded plats of these parcels from which we are to work.

Our services will consist of the Survey Phase, as set forth in the General Provisions and supplemental exhibits attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you have furnished Thomas & Hutton with full information as to your requirements, including any special or extraordinary considerations for the Project and will make all pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
Survey:	Lump Sum	\$ 4,500.00
Reimbursable Expenses:	Time & Expense	See Rate Sheet
Additional Services:	Time & Expense (As authorized)	See Rate Sheet

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through completion.

 CLIENT'S INITIALS
 CONSULTANT'S INITIALS



Mr. Hamlin O'Kelly
Buist Byars & Taylor, LLC
Letter Agreement for Services
January 16, 2023
Page 2

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable Construction Cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This Proposal between Buist Byars & Taylor ("Client"), and Thomas & Hutton Engineering Co. {"Consultant" or "Thomas & Hutton"}, consisting of the Scope of Services, General Provisions, Consulting Services Rate Sheet, and this Letter Agreement with authorizing signatures, represents the entire understanding between Client and Thomas & Hutton with respect to the Project. This Letter Agreement may only be modified if completed in writing and signed by both parties.

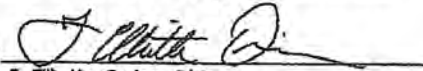
If the arrangements set forth in this Letter Agreement are acceptable to you, please sign and initial the enclosed documents in the spaces provided below and return to Thomas & Hutton. This proposal will be open for acceptance until March 1, 2023, unless changed by Thomas & Hutton in writing. We appreciate the opportunity to prepare this Proposal and look forward to working with you on the Project.

The parties agree and acknowledge that this Agreement may be executed by electronic signature, and the parties may rely upon such electronic signatures as an original record of signature.

Respectfully,

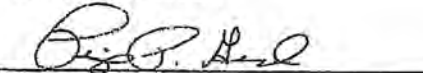
THOMAS & HUTTON ENGINEERING CO.

By



F. Elliotte Quinn, PLS
Survey Group Leader

By



Phillip P. Gerard, PLS
Project Manager

FEQ/dtb

Enclosures: Scope of Services
General Provisions
Consulting Services Rate Sheet

BUIST BYARS & TAYLOR, LLC

ACCEPTED: January 25, 2023


By



Attorney

TITLE

 CLIENT'S INITIALS

 CONSULTANT'S INITIALS

SCOPE OF SERVICES

A boundary survey of Lot 3 as shown on a plat recorded in Cabinet K, Page 157 in the Register of Deeds Office for Dorchester County, South Carolina (TMS 093-00-00-025) and the common line with a 41+/- acre tract located north of said parcel and being a portion of TMS 093-00-00-003.

1. SCOPE OF SERVICES

A. Boundary Survey Phase


- Surveyor will conduct a Boundary Survey of the Project site as identified by Client. The Boundary Survey shall be performed in conformance with the minimum standard requirements for South Carolina. Boundary surveys shall consist of locating the lines and/or corners of tracts of land as per deed descriptions and other evidence found on the ground. Work will include running a basic field traverse, review of record deeds and plats, calculations and analysis of evidence found, establishment of lines, and preparation of a plat to a suitable scale and size for clarity in accordance with State standards. Survey will not be prepared in conformance with ALTA/ACSM Land Title Survey standards.
- Field survey will include the location of the normal water line and top of bank of the existing pond and any fence along the common boundary. All of which will be plotted to scale on resulting survey. Where possible the location of the water line will be dimensioned from the boundary line of Lot 3.

B. Exclusions

Unless a specific Scope is included in this Agreement, these items are not included in the Scope of Services:

- Topographic Survey
- ALTA/NSPS Land Title Survey
- Subdivision of or other platting of the property
- Recordation of survey plat
- Preparation of a property description based on this current survey
- Archaeological survey and report
- Wetland delineation, surveys, or permits unless specifically covered in the Scope of Services
- Geotechnical investigation or report
- Phase One or Phase Two environmental assessments
- Endangered species survey and report
- Off-site work unless specifically covered in the Scope of Services
- Act as an expert witness for legal activities
- Location of underground utilities other than from above ground features or markings
- Design of civil improvements

 CLIENT'S INITIALS

 CONSULTANT'S INITIALS


SCOPE OF SERVICES TO LETTER AGREEMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND BUIST BYARS & TAYLOR, LLC (CLIENT)
SINCLAIR V. CORRIE, ET AL BOUNDARY SURVEY
SCOPE OF SERVICE

JANUARY 16, 2023

2. PERIODS OF SERVICE

A. Survey Phase

Consultant will commence work within sixty (60) calendar days after receipt and complete work described in this phase within an additional fourteen (14) calendar days.

CLIENT'S INITIALS
 CONSULTANT'S INITIALS

JANUARY 16, 2023

PAYMENT FOR SERVICES

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

CLIENT'S RESPONSIBILITIES

A. Access

CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. CLIENT's Representative

CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service remain the property of CONSULTANT. CONSULTANT retains all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will retain these records for a period of two (2) years following their completion during which period paper copies will be made available to CLIENT at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents will govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

CLIENT'S INITIALS

 CONSULTANT'S INITIALS

JANUARY 16, 2023

CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

LIMITS OF LIABILITY

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub-consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed \$ 25,000 or CONSULTANT's fee for services rendered, under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

It is our understanding CLIENT has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, CLIENT assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against CONSULTANT that may in any way connected thereto.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of CONSULTANT. Any requests for specific construction observation services and agreed to by CONSULTANT will be paid as Additional Services by CLIENT.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement, or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTION OF OTHERS

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub-contractor, or any of the contractor(s), or sub-contractor(s) agents, or employees or any other persons (except

CONSULTANT's own employees and agents) of the site or otherwise performing any of the contractor(s) work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. Unless specifically stated otherwise, CONSULTANT's work and responsibility under this Agreement terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. CLIENT/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.

INDEMNIFICATION

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor CONSULTANT will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

INSURANCE

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

- (1) Workers' Compensation - As per Statutory requirements.
- (2) Employer's Liability - \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- (3) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- (4) Automobile Liability - \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- (5) Professional Liability - \$1,000,000 per claim and \$2,000,000 in aggregate.

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by

 CLIENT'S INITIALS

 CONSULTANT'S INITIALS

This Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

DELAYS

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays or causes beyond CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that CONSULTANT'S Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT'S services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIMATE CHANGE

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT

CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT'S personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or CONSULTANT'S services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

AMENDMENT

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.

 CLIENT'S INITIALS

 CONSULTANT'S INITIALS



THOMAS & HUTTON

2023 CONSULTING SERVICES RATE SHEET

CLIENT'S INITIALS
CONSULTANT'S INITIALS

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2023 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 280.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 255.00	Senior Manager	Senior Manager Survey Party (3-Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 230.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 210.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 200.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 185.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2-Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 170.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 160.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 150.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 135.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1-Man)	Landscape Designer II	GIS Analyst II		Permit Coordinator III Application Developer II
\$ 125.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 110.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 100.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		



VICINITY MAP (NTS)

LEGEND

- ⊙ IRON PIN FOUND (AS NOTED)
- IRON PIN SET (5/8" REBAR)
- POWER POLE W/ OVER HEAD WIRE
- △ CALCULATED POINT

REFERENCE PLATS:

K.T. DUGG, DATED: 8-23-84
P.B. NO. PG. 290

CLARENCE S. MATTHEWS, DATED: 8-12-87
CAB. "F" PG. 156

MILTON WINDLOW, DATED: 5-01-83
REV. 2-01-88 CAB. "F" PG. 124

TMS 892-00-00-003

NOTES

PROPERTY SHOWN HEREON IS LOCATED IN FLOOD HAZARD ZONE "X" AS PER FIRM PANEL 490006 0125C DATED APRIL 10, 1994.

THIS PLAT REPRESENTS A SURVEY BASED ON THE REFERENCES LISTED ABOVE AND FOUND MONUMENTATION AND IS NOT THE RESULT OF A TITLE SEARCH, AND IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE SEARCH.

PROPERTY IS SUBJECT TO A 10' POWER LINE EASEMENT ALONG THE NEW HORIZON R/W OF SANDRIDGE ROAD.

AREA DETERMINED BY A COMPUTER.

BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.

THIS IS NOT A VALID, TRUE COPY OF THIS DOCUMENT UNLESS BEARINGS AND BARRIERS, EMPLOYED SEAL OF THE SURVEYOR.

PROPERTY BOUND "A" BY DORCHESTER COUNTY PLANNING BOARD.

DECLARATION IS MADE TO THOSE PERSONS FOR WHOM THIS PLAT WAS PREPARED AND IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS.

WE THE UNDERSIGNED DESIGNATE THE ADDITIONAL 8.5' ON THE NORTH SIDE OF SANDRIDGE RD. TO THE PUBLIC FOR A TOTAL OF 60' R/W OF SAID ROAD.

LINE TABLE

LINE	LENGTH	BEARING
L1	8.37	S89°21'01"W
L2	20.43	S42°31'43"E
L3	14.59	N89°09'49"E
L4	51.84	S72°24'21"E
L5	51.04	S72°41'21"E
L6	47.27	S82°58'42"E
L7	17.00	S08°20'01"W
L8	17.00	S06°20'01"W
L9	17.00	S08°20'01"W
L10	14.00	S08°20'01"W

FOR COUNTY USE ONLY

DORCHESTER COUNTY PLANNING BOARD
EXEMPT Under Provision of ARTICLE
XV, Sec. 11.1.5, of the
County Ordinance
JUN 20 2005

DATE

Paul W. Jones 1654 Sandridge Rd.
Mantoloking, SC 29427

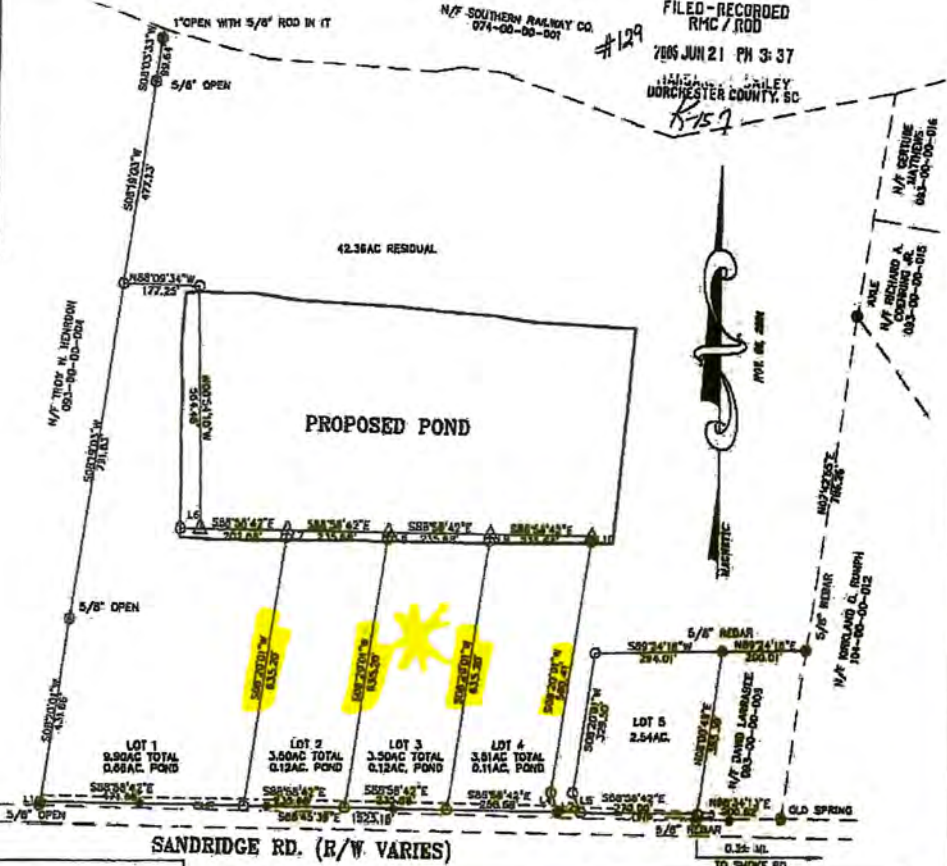
Madelyn W. Jones

I, RAYMOND S. HAGER, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SMOGGIN STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



Raymond S. Hager
RAYMOND S. HAGER S.C. R.L.S. No. 15183 (843) 871-8513
112 ROSE GLOSSON DRIVE RIDGEVILLE, S.C. 29472

FILED-RECORDED
RMC / ROD
#129
2005 JUN 21 PM 3:37
DORCHESTER COUNTY, SC



PLAT TO SHOW THE SUBDIVISION
OF A PORTION OF A 65.25 ACRE TRACT
SURVEYED FOR PAUL W. and MADELYN W. JONES,
LOCATED 6 MILES SE OF GROVER
DORCHESTER COUNTY, SOUTH CAROLINA

EXHIBIT
Quinn 3

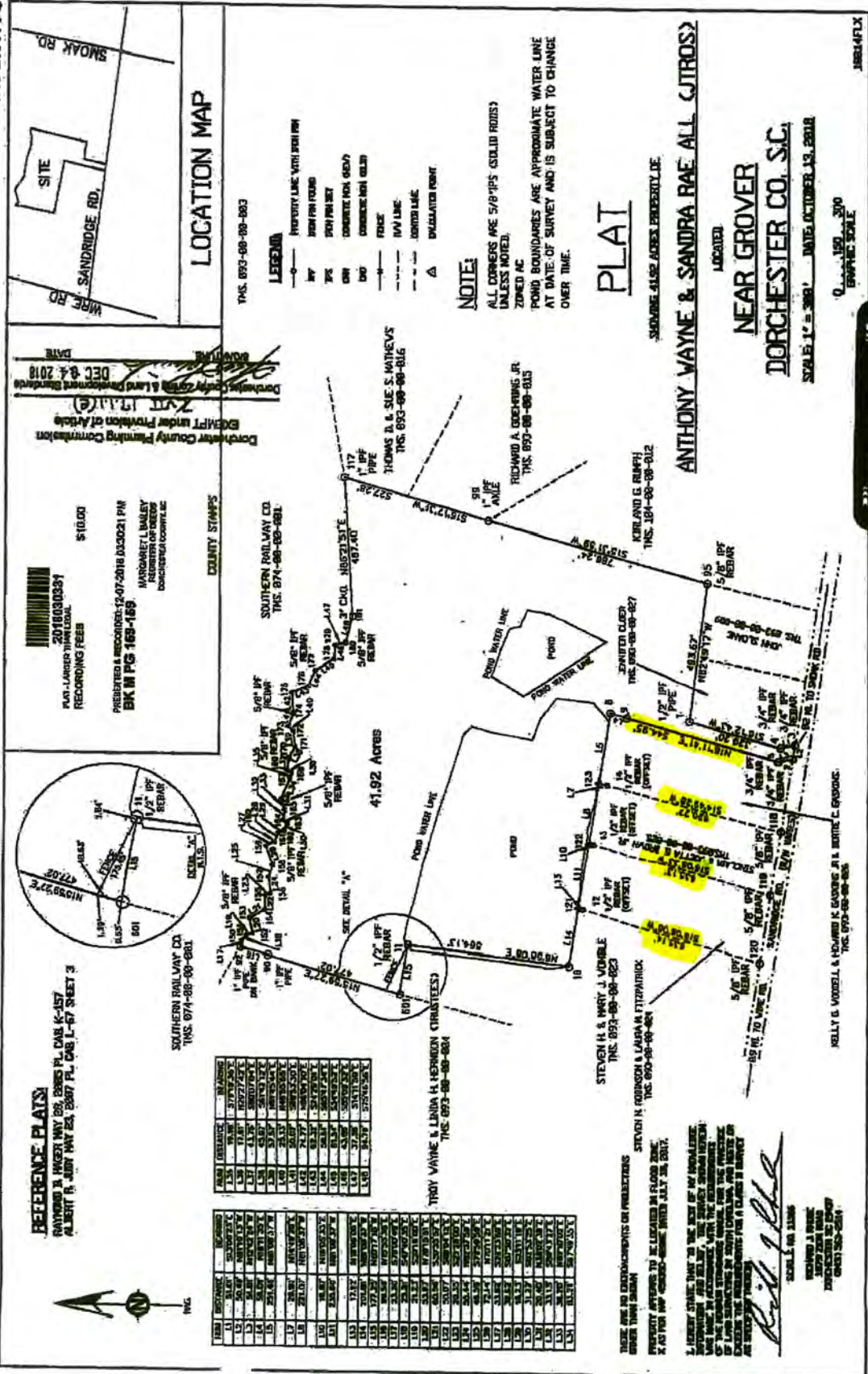
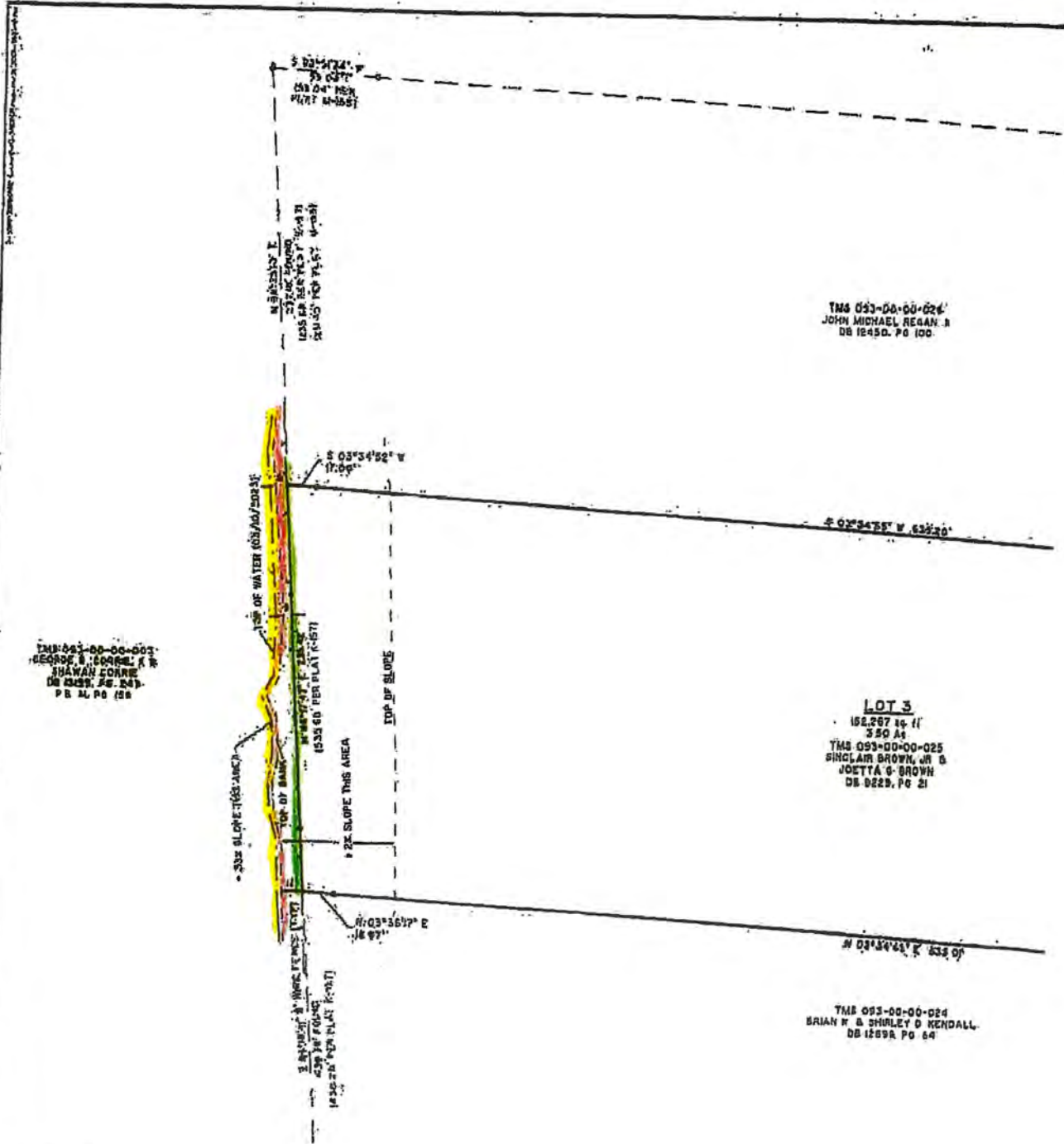


EXHIBIT
Quinn 4

EXHIBIT
Quinn 5



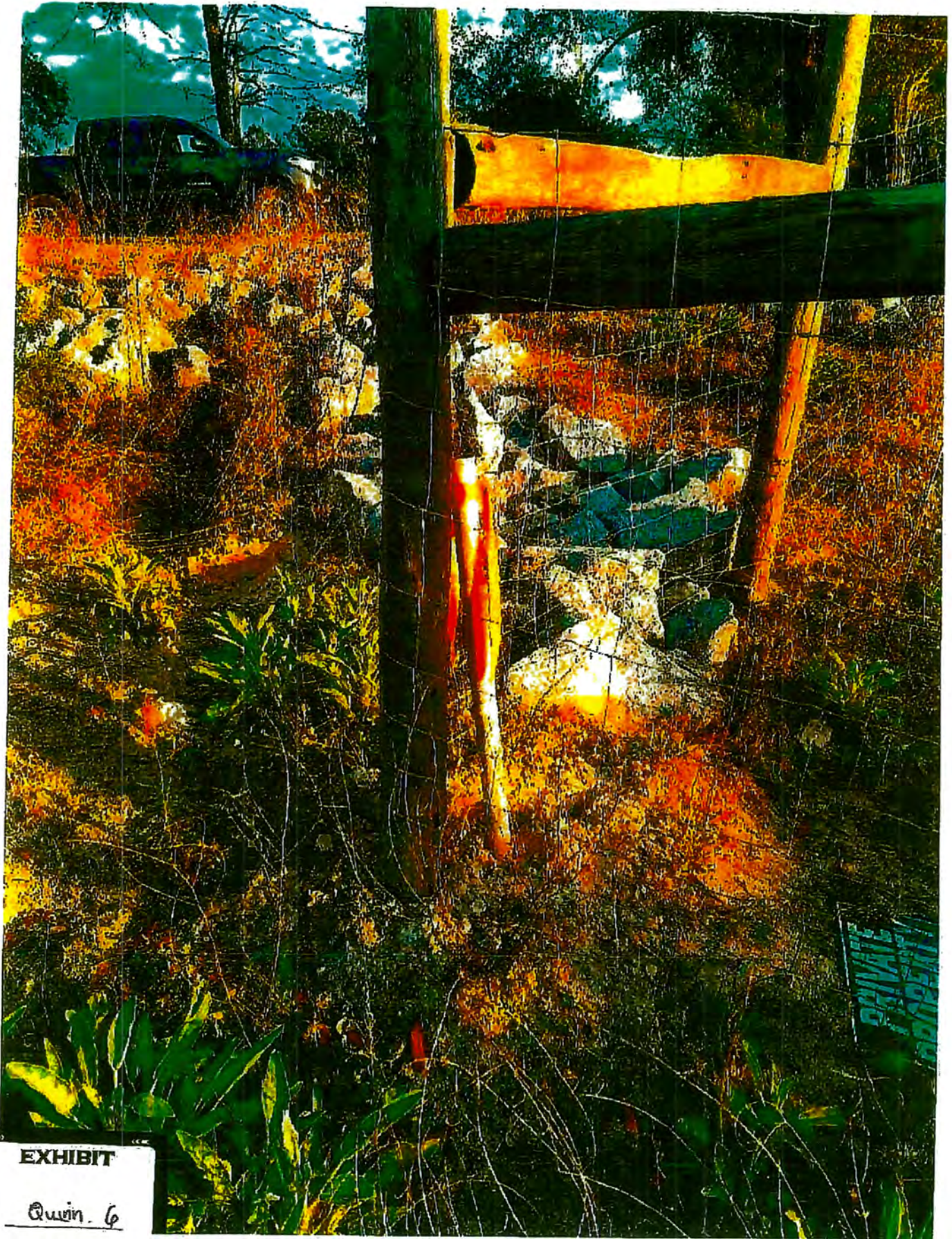
TMS 093-00-00-003
 GEORGE J. SCORRE, JR.
 SHAWAN CORRE
 DB 0287, PG. 243
 PR. 11, PG. 128

TMS 093-00-00-024
 JOHN MICHAEL REGAN, JR.
 DB 12450, PG. 100

LOT 3
 152,267 sq. ft.
 3.50 AC.
 TMS 093-00-00-025
 SINCLAIR BROWN, JR. &
 JOETTA G. BROWN
 DB 0229, PG. 21

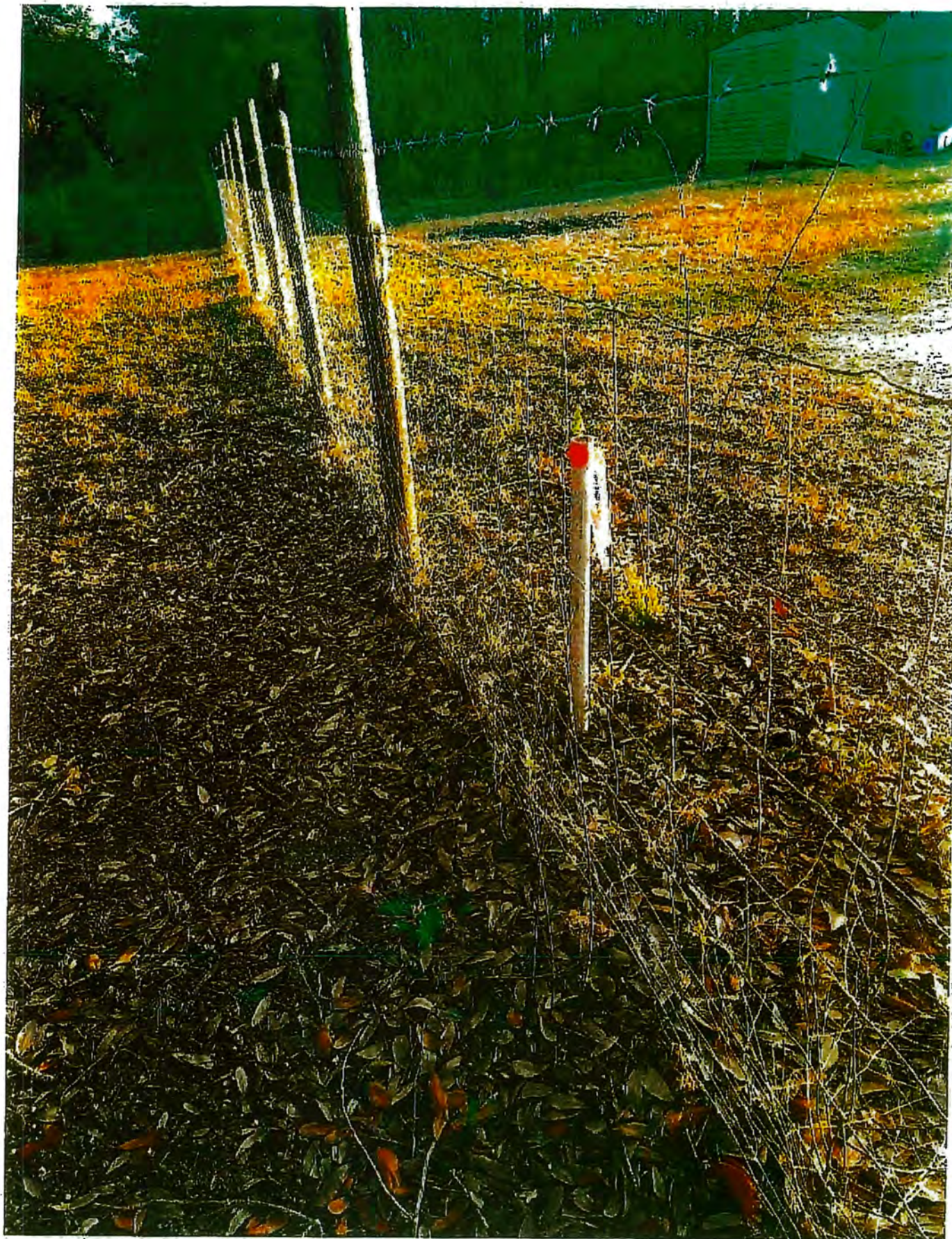
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 BRIAN W. & SHIRLEY D. KENDALL
 DB 1289A, PG. 64

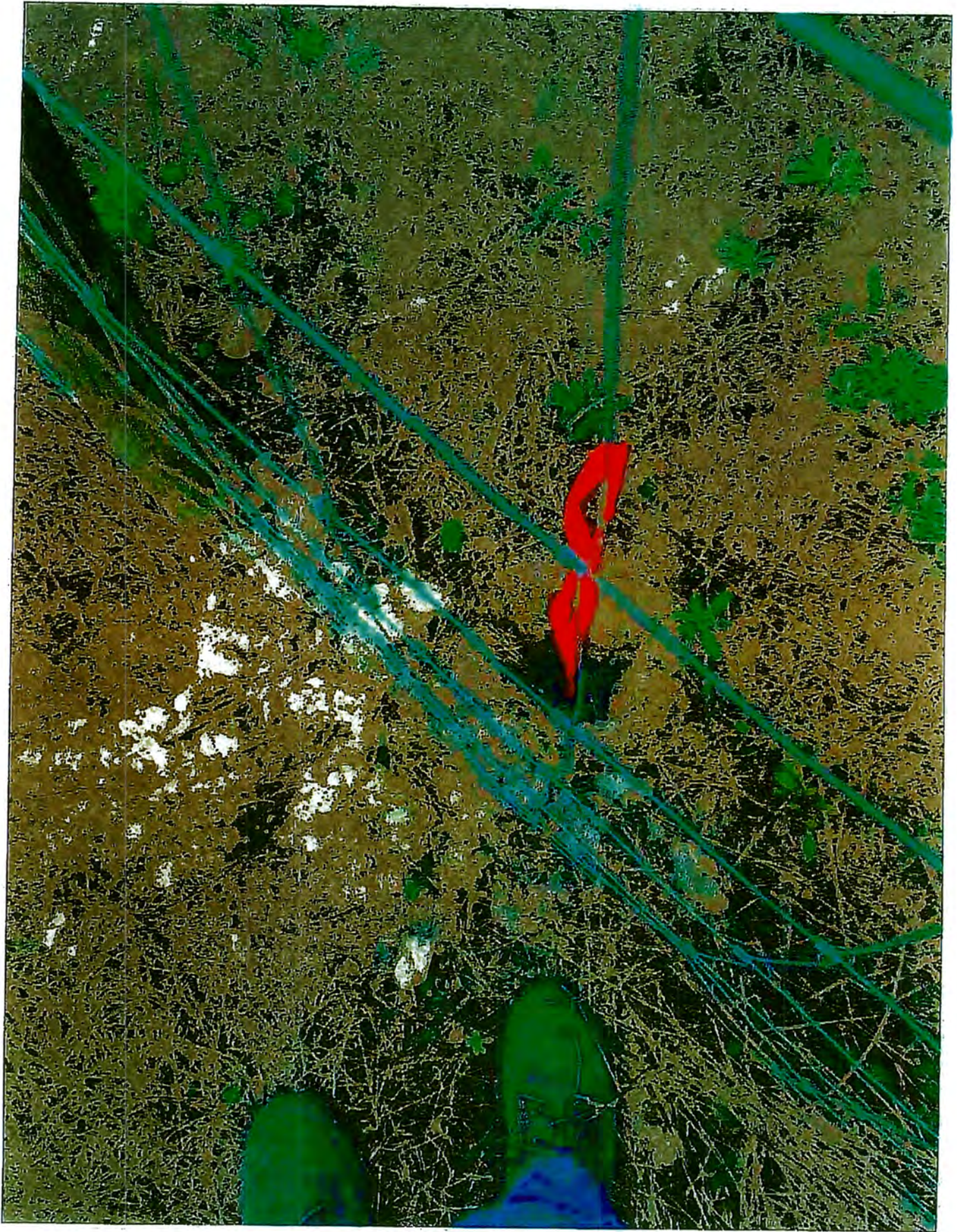
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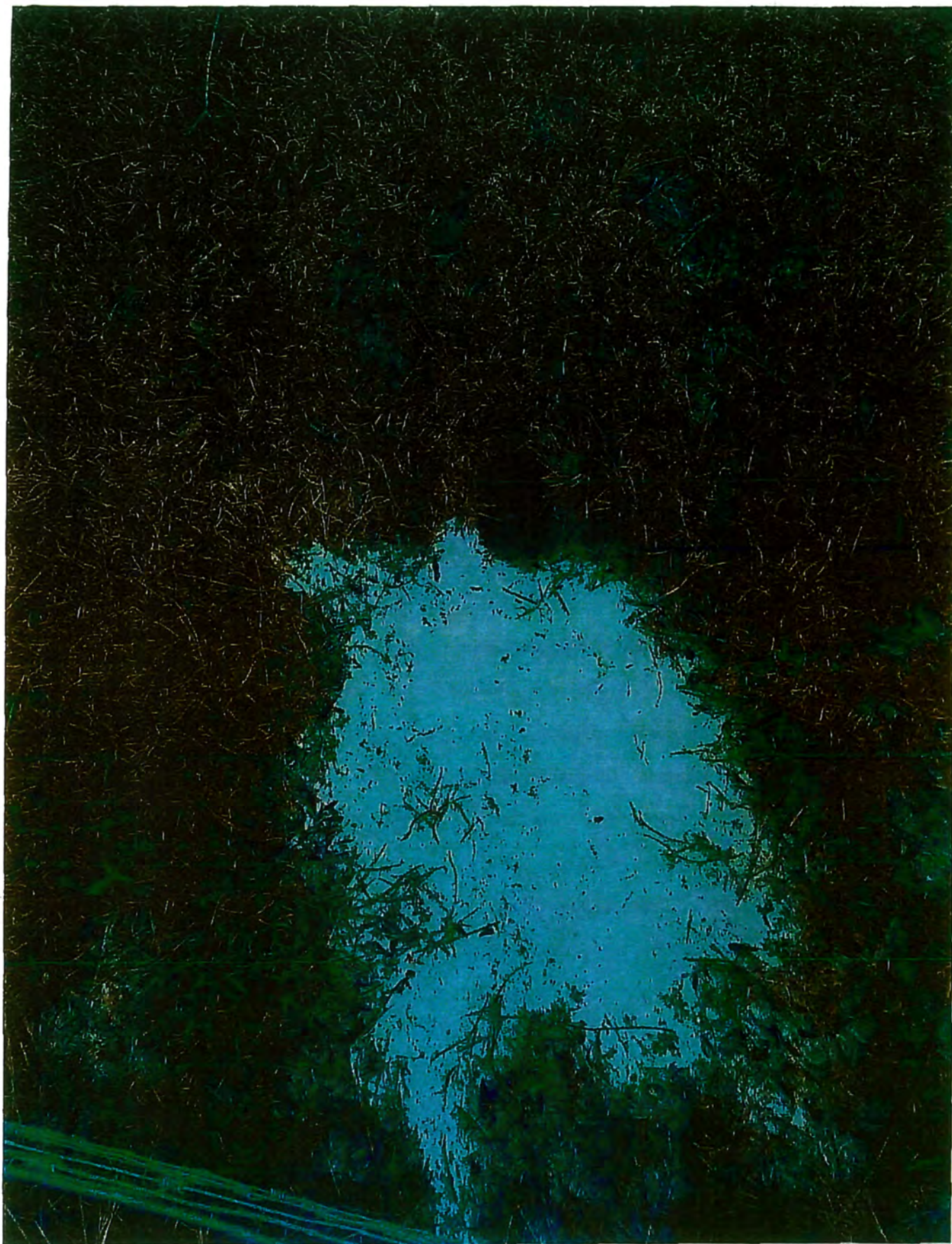


EXHIBIT

Quinn. 6







1 IN THE COURT OF COMMON PLEAS
2 FOR THE FIRST JUDICIAL CIRCUIT

3
4 _____
5 SINCLAIR BROWN, JR., and JOETTA

6 A. BROWN,

7 Plaintiffs,

8 v.

Case No.

9 GEORGE B. CORRIE, II, SHAWNA

2021-CP-18-

10 CORRIE, ANTHONY WAYNE ALL,

01535

11 SANDRA RAE ALL, PAUL W. JONES,

12 MADELYN W. JONES, KEITH A

13 MURRAY, STEPHANIE L.R. MURRAY,

14 DOLLAR BANK FEDERAL SAVINGS

15 BANK, THE BANK OF SOUTH CAROLINA,

16 JOHN DOE and MARY ROE,

17 fictitious names representing

18 all unknown persons who may

19 claim any right, title, or

20 interest or lien upon the

21 subject real estate, as well

22 as anyone who may be incompetents,

23 in the military, or under any

24 legal disability, and RICHARD ROE

25 and SARAH DOE, fictitious names

representing all unknown heirs

1 and devisees,

2 Defendants

3 -----
4 HEARING

5 DATE: Monday, October 16, 2023

6 TIME: 11:57 a.m.

7 BEFORE: Honorable James Chellis

8 LOCATION: Dorchester County Courthouse
9 5200 East Jim Bilton Boulevard
10 Saint George, SC 29477

11 REPORTED BY: Ashley Manini

12 JOB NO.: 5992467

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A P P E A R A N C E S

ON BEHALF OF PLAINTIFFS SINCLAIR BROWN, JR., AND
JOETTA A. BROWN:

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SHAWNA CORRIE:

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(843) 760-0220

1 A P P E A R A N C E S (Cont'd)

2 ON BEHALF OF DEFENDANT MADELYN W. JONES:

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6 Saint George, SC 29477

7 david@dllawsc.com

8 (803) 412-8614

9

10 ALSO PRESENT:

11 Shawna Corrie, Defendant

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NO.	DESCRIPTION	ID/EVD
Plaintiff:		
Exhibit 1	Plat by Raymond Hager	18/
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1 P R O C E E D I N G S

2 THE COURT: This is the matter of
3 Sinclair Brown, Jr., and Joetta Brown as plaintiffs
4 against George B. Corrie, II, and Shawna Corrie and
5 others. The Civil Action number is 2021-CP-18-01535.
6 I would like each lawyer to announce their presence
7 and who they have with them today so the record will
8 be clear as to who is in the courtroom and what
9 participation they will have in the witnesses and
10 parties. That kind of thing. Go ahead, Mr. O'Kelley.

11 MR. O'KELLEY: Thank you, Your Honor.
12 May it please The Court, Hamlin O'Kelley, of the firm
13 of Buist, Byars and Talyor of Mount Pleasant. I'm
14 here with the plaintiffs who are sitting at counsel
15 table with me, Sinclair Brown, Jr., and Joetta Brown.
16 They are going to be witnesses here along with some
17 other folks in the case. One witness, Elliotte Quinn,
18 has let us know for housekeeping, he's on the way.
19 He's coming. He's not here yet.

20 And as a matter of housekeeping, just
21 to put it on the record, we have heard from the
22 attorney for the Bank of South Carolina he was not
23 going to be here today. I don't think anyone has a
24 problem with that. And we have also heard this
25 morning from Adam Barr, who is the guardian ad litem,

1 who said to report to the court that unless he's
2 needed, he wasn't planning on showing up. He has not
3 heard from anyone, he's filed an answer for the
4 unknown parties, John Doe, Mary Roe, Richard Roe, and
5 Sarah Doe but has not heard from anybody since this
6 case was filed, Your Honor.

7 THE COURT: All right. Mr. Smith?

8 MR. SMITH: Your Honor, my name is
9 Steve Smith. I represent the Corries in this action.
10 As a matter of housekeeping, Anthony Wayne All and
11 Sandra Rae All have been dismissed previously. Of
12 course, we're somewhat reactionary because we're the
13 defendants, but I do have probably four witnesses
14 including Mr. Quinn that I know of. My client, a
15 couple of other surveyors that are here. And we're
16 ready.

17 THE COURT: Thank you very much.

18 Mr. Little?

19 MR. O'KELLEY: And Your Honor, along
20 those lines, there were two parties that stipulated to
21 dismissal, the All's and the Murray's. And in those
22 stipulations, both of those parties consented to the
23 relief requested by my clients.

24 THE COURT: All right. Mr. Little,
25 you're here on behalf of Madelyn Jones; is that

1 correct?

2 MR. LITTLE: Yes, Your Honor. And Ms.
3 Jones is present in the courtroom.

4 THE COURT: Give the court reporter
5 your full name, please, sir.

6 MR. LITTLE: David L. Little, Jr.

7 THE COURT: And you're here for
8 Madelyn?

9 MR. LITTLE: Defendant Madelyn Jones,
10 Your Honor.

11 THE COURT: Let me ask one question of
12 you because there is a party by the name of Paul W.
13 Jones. He's in default, and he has nothing to do with
14 your client; is that --

15 MR. LITTLE: Actually, he was Ms.
16 Jones's husband, but he passed away in 2012.

17 THE COURT: Oh, he's deceased. Oh, I'm
18 sorry to hear that, Ms. Jones. Okay. Thank you very
19 much for helping me with that.

20 MR. LITTLE: You're welcome, Your
21 Honor.

22 THE COURT: All right. Mr. O'Kelley?

23 MR. O'KELLEY: Thank you, Your Honor.
24 Because of work schedules, at this time, we are going
25 to go out of order --

1 THE COURT: Sure.

2 MR. O'KELLEY: -- and call Mr. Hager to
3 the stand. Raymond Hager.

4 MR. SMITH: Do you want an opening?

5 MR. O'KELLEY: I'm happy to give a
6 little opening.

7 THE COURT: You can give a quick
8 opening up. I think I pretty much understand the
9 case. We were here less than two weeks ago on a
10 motion for summary judgment?

11 MR. O'KELLEY: Correct, Your Honor. It
12 was about three weeks ago, and Your Honor denied
13 summary judgment at the time. And of course, my
14 clients, they received title to a 3.5-acre lot of
15 which the deeds say that there's a .12 AC acre pond.
16 My folks closed back in 2014. What we're going to
17 show you is the plats that are referenced in their
18 deed. Some subsequent plats, the original plats
19 subdividing the property.

20 After my clients bought the property,
21 in the summer of 2021 the Corries fenced off their
22 access to the pond which they've had for several
23 years, and we filed this action as a declaratory
24 judgment to declare that .12 acres of the pond is, in
25 fact, owned by my clients. We also have causes of

1 actions for nuisance and trespass because my clients
2 have not had access to the pond, which we'll hear from
3 them that they used to use.

4 It's a fairly simple case from our
5 perspective. As Your Honor stated a second ago,
6 you're familiar with the facts. I think they'll bear
7 out what they bear out. You're going to hear from my
8 clients, a number of their neighbors are going to be
9 here to testify as to their access to the pond because
10 they all took title according to the same plat which
11 we're going to have Mr. Hager testify to in a minute.
12 You'll also hear from Elliotte Quinn, who was hired to
13 go out and, kind of, figure out the boundaries of the
14 property, and you'll also hear that Mr. Quinn, in his
15 deposition, said "Ultimately, this is an issue for a
16 judge to decide. I'm just a surveyor." So I think
17 it's a fairly simple case from our perspective, Your
18 Honor. We just need to tell you the tail of woe that
19 brings us here today.

20 THE COURT: Okay. Thank you very much.
21 Mr. Smith?

22 MR. SMITH: Your Honor, I think that
23 the facts are going to show that although they may
24 have .12 acres of a pond, there's really no definition
25 of a pond. If you're counting that slope that goes

1 down, maybe so. The problem is, they don't own any of
2 the pond. Their own expert, their own surveyor, went
3 out there and said, "I lined up all three surveys,
4 they're all the exact same thing." The Browns don't
5 own any of the water. Our fence is on our property.

6 The relief they're asking for is a deck
7 action. No adverse possession. It's a deck action.
8 It's trespass, it's nuisance. Mr. Quinn, the
9 plaintiff's own expert, is going to testify that our
10 fence is on our property. That the water part is on
11 our property. And that we're not trespassing on their
12 property, whatsoever. We have Mr. Quinn under
13 subpoena, unfortunately, I don't see him in the
14 courtroom, but I think he's on his way.

15 MR. O'KELLEY: He's coming. He's
16 coming.

17 MR. SMITH: We have the plat that shows
18 the division line and the property line. The point
19 is, and I think it's undisputed by everybody except
20 the Brown's, they don't own any of the water. They
21 don't own any of the property where the fence went. A
22 plaintiff has a duty to investigate their claim before
23 they file suit. Now, if they thought they had .12
24 acres of a pond, then they have causes of action
25 against other people other than us. I mean, all we

1 did was build a fence on our own property line. They
2 may have one against the person who sold them the
3 property. I don't know. But it's not us.

4 They had a duty when it originally
5 started to investigate their claim. To hire Elliotte
6 Quinn, or somebody like him, to go out there and say
7 exactly what Mr. Quinn did, "Here's the water line,
8 here's the fence line, here's the property line." And
9 Mr. and Ms. Brown, you do not own any of the property
10 that's in contention today. I went through the
11 complaint with Mr. Quinn. I mean, you got to
12 understand, Mr. Quinn is their expert. I went through
13 the complaint with Mr. Quinn, and I asked him several
14 of the points in the complaints, several of the
15 allegations. And Mr. Quinn said, "That's not true.
16 That's not true. That's not true." But here we are
17 still today.

18 The good thing is the declaratory
19 judgment statute allows this court to equitably award
20 costs to the prevailing party. We should never have
21 been here. My client should never have incurred a
22 five-figure attorney's bill in defending this case. I
23 don't normally go this far in an opening, because, you
24 know, it's always subject to interpretation, but I
25 just don't understand their case. Especially with Mr.

1 Quinn's, their expert's, testimony. At the end, I'm
2 going to ask for fees.

3 I've tried to end this several times
4 before additional fees were incurred, and we just
5 haven't been able to do so. I understand Mr.
6 O'Kelley's position of where he is, and why he has to
7 go forward. I get it. I understand the Court's
8 ruling on the deck action because of recent case law.
9 But I just want this Court to remember, I tried to end
10 this thing before we incurred a whole bunch of
11 expenses. I think we're going to prevail; I just want
12 the Court to be aware of that ask when I finish.
13 Thank you, Your Honor.

14 MR. O'KELLEY: And Your Honor, just
15 briefly, I think Mr. Smith is getting into settlement
16 negotiations, which aren't proper before this court.
17 And we, too, are going to ask for fees and costs under
18 15-53-100 because we shouldn't be here. I just heard
19 a rearguing of a summary judgment motion that was
20 denied, Your Honor, but I don't think that's -- again,
21 going into settlement negotiations are appropriate
22 before you today.

23 THE COURT: Well, unfortunately, both
24 of your reputations precede you, so I know very well
25 that each of you worked to resolve the matter before

1 getting to me. And then, I understand that. Mr.
2 Little, would you like to make an opening statement
3 please?

4 MR. LITTLE: No, Your Honor. I don't
5 have anything to add.

6 THE COURT: Okay. Thank you very much.
7 So Mr. O'Kelley.

8 MR. O'KELLEY: Thank you, Your Honor.
9 At this time, we'll call Raymond Hager to the stand.

10 THE COURT: Mr. Hager, come on up,
11 please, sir. Put your left hand on the Bible, raise
12 your right hand for me, sir. State your name for me.

13 MR. HAGER: My name is Raymond B.
14 Hager.

15 WHEREUPON,

16 RAYMOND B. HAGER,
17 called as a witness and having been first duly sworn
18 to tell the truth, the whole truth, and nothing but
19 the truth, was examined and testified as follows:

20 THE COURT: You're under oath. Please
21 answer any questions which Mr. O'Kelley may have of
22 you, please, sir.

23 MR. O'KELLEY: And Your Honor, like
24 last week, I'm just going to come stand up here so, I
25 think our reporter can hear me fine, and that way

1 everybody else can, too.

2 THE COURT: Got it. Thank you.

3 MR. O'KELLEY: Thank you, Your Honor.

4 DIRECT EXAMINATION

5 BY MR. O'KELLEY:

6 Q Mr. Hager, please tell His Honor what you do
7 for a living?

8 A Land surveyor.

9 Q And do you hold any surveying licenses
10 slips?

11 A Yes.

12 Q And tell the Court about that license.

13 A I went to school for two years. Had to work
14 under a surveyor for -- if I remember correct, two
15 years in progressive orders. And then had to sit for
16 two eight-hour tests to become licensed in the state
17 of South Carolina.

18 Q And when did you get your license?

19 A If I remember correctly, 1991.

20 Q And have you been licensed and practicing
21 surveying ever since?

22 A Yes, sir.

23 Q No problems with your license? No
24 disciplinary actions, nothing of that nature; correct?

25 A No, sir.

1 Q And how are you employed today, sir?

2 A Today I'm employed with Orangeburg
3 Department of Public Utilities.

4 Q And are you employed as a surveyor for --

5 A I'm employed as an inspector for the water
6 division.

7 Q In other words you're not doing surveying
8 for Orangeburg County; correct?

9 A No.

10 Q And we're here today about a property that
11 you surveyed a while back. Do you have recollections
12 about this survey? And Exhibit number 1 is what we're
13 going to be asking about.

14 (Plaintiff Exhibit 1 was marked for
15 identification.

16 MR. O'KELLEY: And Your Honor, this is
17 just a blow-up of Exhibit number 1.

18 THE COURT: All right. Are these
19 agreed to?

20 MR. O'KELLEY: We've agreed to all of
21 our exhibits.

22 MR. SMITH: I have no objections.

23 THE COURT: Okay. So we don't need to
24 go into foundational questions. Everybody's agreed to
25 the exhibits coming. Okay.

1 MR. O'KELLEY: I mean, it makes things
2 a little faster.

3 THE COURT: All right. Thank you.

4 BY MR. O'KELLEY:

5 Q So do you recall being hired by folks named
6 Paul and Madelyn Jones to do this survey, sir?

7 A Yes, sir.

8 Q And tell the court about the genesis of this
9 survey, or what you were actually doing with it.
10 Because it says on the survey what it is, but just
11 tell the court what it is?

12 A Mr. and Ms. Jones has the desire to
13 subdivide their land to sell lots off on it.

14 Q And you were hired to do that subdivision;
15 correct?

16 A Yes, sir.

17 Q In fact, what's the name of this plat, sir?

18 A Plat to show the subdivision of a portion of
19 65.25-acre tract surveyed for Paul W. and Madelyn W.
20 Jones. Located six miles southeast of Grover,
21 Dorchester County, South Carolina.

22 Q Tell the judge what you're showing, and just
23 walk us through the various lots and the pond. Just
24 walk us through it, sir?

25 A There was a subdivision of -- of lots. If I

1 remember correctly, I think Mr. Jones had a couple of
2 buyers for a couple of the lots, but I'm not sure that
3 that's what it is. And we divided it into lots the
4 way that Mr. Jones wanted this subdivided out to sell.

5 Q As I'm looking at this plat, I see five lots
6 of proposed pond and 42.36 residual acres. Is that to
7 your recollection of how this was subdivided?

8 A Yes, sir.

9 Q All right. And on lot 3, which is the lot
10 I'll represent as my client's, do you see lot 3?

11 A Yes, sir.

12 Q If you need to look at this one because this
13 one is easier to read.

14 A Thank you.

15 Q Tell the judge --

16 THE COURT: You hold it, sir. Can you
17 hold the plat up so you don't need to?

18 MR. O'KELLEY: Thank you, sir.

19 BY MR. O'KELLEY:

20 Q Lot 3 contains what, sir?

21 A 3.5 acres total. And of that, .12 acres
22 would be in the proposed pond.

23 Q All right. And then similar questions for
24 lots 1, 2, 4, and 5. Lot 5 doesn't show any pond
25 acreage, does it?

1 A No, sir.

2 Q And how about lot 1? Does it have some pond
3 acreage?

4 A Yes, sir. It has -- it has .66 acres of the
5 proposed pond.

6 Q And how about the next lot, lot number 2?

7 A Lot number 2 shows .12 acres of the proposed
8 pond.

9 Q And how about lot 4?

10 A Lot 4 shows .11 acres of the proposed pond.

11 Q Okay. And what was your understanding of
12 the proposed pond at the time that this survey was
13 completed?

14 A To my understanding --

15 MR. SMITH: Your Honor, I'm going to
16 object because he hasn't set any foundation for his
17 understanding. If it's hearsay, it's hearsay.

18 THE COURT: I sustain that objection.

19 MR. O'KELLEY: I'll change the
20 question.

21 THE COURT: Fix it up a little bit.

22 MR. O'KELLEY: Yes, sir.

23 BY MR. O'KELLEY:

24 Q At the time of your plat, was there a pond
25 at this property?

1 A Not completed.

2 Q All right. Not completed. Was it under
3 construction? Was it being dug? Tell the court about
4 the process that was being done.

5 A It -- it was --

6 MR. O'KELLEY: Oh, we found an easel,
7 Your Honor. So we can just --

8 THE COURT: I like my human easel.

9 MR. O'KELLEY: I know, but his arms
10 might get tired.

11 THE COURT: Yeah, they will.

12 MR. O'KELLEY: I'd rather not strain
13 his resources.

14 THE COURT: All right.

15 THE WITNESS: Okay. Would you restate
16 the question, please?

17 BY MR. O'KELLEY:

18 Q Yes, sir. I was asking you about what the
19 state of the pond was at the time of the plat. Was it
20 being dug, was it finished? Tell the court about
21 that.

22 A It -- it was being dug at the time.

23 Q All right. And to your knowledge, were the
24 Joneses digging that pond, or people who were working
25 for the Joneses?

1 Q And that was what gave you the .12 acres,
2 .12 acres, .11 acres --

3 MR. O'KELLEY: Oh, thank you, sir.

4 BY MR. O'KELLEY:

5 Q -- things of that nature that are shown here
6 on the plat; correct?

7 A Yes, sir.

8 Q And the .66 for lot one?

9 A Yes, sir.

10 Q Okay. Mr. and Ms. Jones signed off on this
11 plat, did they not?

12 A Yes, sir.

13 Q All right. And it eventually got recorded
14 with the county; right?

15 A Yes, sir.

16 Q And do you see up in the top left portion,
17 it's got "booking page number"?

18 A Yes, sir.

19 Q And can you tell the court what that booking
20 page number is?

21 A That's where the original plat is recorded
22 at the RMC office.

23 Q And it's recorded in Book K, page 151
24 according to this document; correct? Exhibit 1?

25 A I don't know if it's 151 or 157.

1 Q Well, if I represent to you, it might be 157
2 or 151, we can't tell, but we do know it was recorded;
3 correct?

4 A Yes.

5 Q And you oversaw that being recorded; right?

6 A Yes, sir.

7 Q And how many times have you had to testify
8 in court? Let me ask you that question.

9 A It's my first.

10 Q It's your first. Congratulations. So
11 you've never had to undergo this process; correct?

12 A No, sir.

13 MR. O'KELLEY: Mr. Hager, that's all I
14 have for you right now. Thank you. Mr. Smith may
15 have some questions for you.

16 MR. SMITH: Thank you. Your Honor, if
17 it please the court?

18 THE COURT: Yes, sir.

19 CROSS-EXAMINATION

20 BY MR. SMITH:

21 Q Mr. Hager, when you did your survey, was the
22 pond completely dug?

23 A No, sir.

24 Q The portion that is shown here, which is the
25 back part of lot 3, I think that is the .12-acre area;

1 correct?

2 A Yes, sir.

3 Q Was that dug yet?

4 A There was a trench dug there.

5 Q And was it a slope?

6 A It -- it was pretty much -- I mean, it might
7 have had a slight slope to it, but it was almost
8 straight down.

9 Q All right. And that was where? In that
10 area?

11 A That was where I placed my property pins.

12 Q Have you been out there since?

13 A No, sir.

14 Q Do you know whether or not the Browns have
15 any access to this proposed pond?

16 A I have no idea. I know that the way that
17 the pond was proposed to be dug --

18 Q But you don't know how exact --

19 A -- but I don't know how it is now.

20 Q And you have no opinion as to whether or not
21 the Browns have any access --

22 MR. O'KELLEY: Your Honor, I'm going to
23 object. He's not an expert. We haven't asked him for
24 any opinions yet.

25 THE COURT: He can answer.

1 MR. SMITH: Thank you.

2 BY MR. SMITH:

3 Q You don't know whether the Browns have any
4 ownership interest in this pond, do you?

5 A Not the way the pond was constructed, I do
6 not.

7 Q And you don't know whether the Browns have
8 to cross the Corrie's property to get that pond, do
9 you?

10 A No, sir.

11 Q And you don't know whether the fence line
12 that's located there currently is on my client's
13 property or the Brown's property, do you?

14 A No, sir.

15 MR. SMITH: I don't have any other
16 questions, Your Honor.

17 THE COURT: Thank you.

18 MR. O'KELLEY: Just briefly, Your
19 Honor.

20 REDIRECT EXAMINATION

21 BY MR. O'KELLEY:

22 Q According to the plat as you drafted it, the
23 Browns were supposed to own .12 acres of this
24 property; correct?

25 A That's correct, sir.

1 Q And lot 1 was supposed to own .66 acres of
2 the pond; correct?

3 A Yes, sir.

4 Q And lot 2 was supposed to also own .12 acres
5 of the pond; correct?

6 A Yes, sir.

7 Q And lot 4 was supposed to own .11 acres of
8 the pond; correct?

9 A Yes.

10 Q And that's what the Joneses told you to do
11 when you did this plat back in 2005; correct?

12 A Yes, sir.

13 MR. O'KELLEY: Thank you, Mr. Hager.

14 THE COURT: Hold on a second. Mr.
15 Little, do you have any questions?

16 MR. LITTLE: No questions, Your Honor.

17 THE COURT: All right. I need you to
18 explain this trench to me. I don't quite understand
19 it. I had a problem with a trench last week. I got
20 another problem with a trench this week. Tell me what
21 you mean by a trench?

22 THE WITNESS: Mr. Jones had taken a
23 track-hoe and had dug a trench on the property,
24 on -- if I may? He -- he had took a track-hoe and had
25 dug a trench down to the -- excavated a trench in this

1 area.

2 THE COURT: Okay.

3 THE WITNESS: To indicate that
4 this -- where I put the pins -- would be the edge of
5 the pond that he was constructing.

6 THE COURT: Let me see a copy of the
7 plat, please. I got it, I can read this. I just want
8 to clarify when you say "the pins. I placed the
9 pins."

10 THE WITNESS: Yes, sir?

11 THE COURT: There's a calculated point
12 that's a triangle, is that where a pin goes?

13 THE WITNESS: No. If you look in front
14 of it, there's a circle.

15 THE COURT: An iron pin --

16 THE WITNESS: Iron pin -- iron pin set,
17 which is a 5/8-inch rebar.

18 THE COURT: I need to see that. I
19 can't quite make it out.

20 MR. O'KELLEY: I'm going to bring the
21 big one up, Your Honor, because it's easier to read.

22 THE WITNESS: Here, I got it. If I
23 may?

24 THE COURT: All right. So where those
25 circles represent the 5/8 rebar --

1 THE WITNESS: Yes, sir.

2 THE COURT: Let me ask you this
3 question.

4 THE WITNESS: Yes, sir?

5 THE COURT: The next pin in lot number
6 1, which is the iron rebar, there's no direct line
7 from each -- you're just showing the outline of the
8 pond itself, right?

9 THE WITNESS: Yes, sir. This -- this
10 is the outline of the pond. And because the actual
11 property pin is where these capital --

12 THE COURT: Hold on one second. Hold
13 on a second. Let me just clarify for the record what
14 he's saying. There is a bold, black line, I'm going
15 to call it a bold, black line, is everybody satisfied
16 with that statement?

17 MR. O'KELLEY: Yes, sir.

18 THE COURT: Bold, black line that
19 identifies the proposed pond. And Mr. Hager has
20 identified the iron pins set as the property -- I
21 can't quite understand that. I'm not sure I
22 understand how you --

23 THE WITNESS: Okay. Okay, the
24 triangles fell out in the trench, which made it
25 unrealistic to set a property pin there. These are

1 reference pins for those corners.

2 THE COURT: Oh. So when you say
3 "calculated point," you're saying you calculated to
4 the triangle, but you set a point pin, that iron pin,
5 set to reference where that calculated point in the
6 trench was?

7 THE WITNESS: Correct, Your Honor.
8 Yes. Yes, sir.

9 THE COURT: Thank you. That clarifies
10 my question. Any redirect on my question or recross,
11 Mr. Smith?

12 RECCROSS-EXAMINATION

13 BY MR. SMITH:

14 Q Mr. Hager, you don't know whether or not
15 that trench that was dug was there just as a temporary
16 drainage for the sand pit, do you?

17 A To the best of my knowledge, it was there to
18 establish where Mr. Jones intended the edge of his
19 pond to be.

20 Q And you don't know whether the pond was
21 actually edged after that point or not, do you?

22 A No, sir. I -- I have no idea.

23 Q If other surveyors have found your
24 calculated points and say that there's no access to
25 the pond from those points, do you have any reason to

1 doubt them?

2 A I would have no reason to doubt them,
3 because I do not know what storms may have washed dirt
4 into that trench that was dug. You know, or what took
5 place once I left the property.

6 Q And it's pretty easy for these surveyors to
7 find your calculated points. I mean, that's why you
8 do what you did?

9 MR. O'KELLEY: Your Honor, again, that
10 calls for an opinion.

11 MR. SMITH: He's a surveyor.

12 THE COURT: Overruled. Tell me what
13 you think --

14 THE WITNESS: To find the calculated
15 points, no. There was nothing set there. They could
16 find the iron pins that I set and measure to where the
17 calculated points were, but as far as "finding" the
18 calculated points, there was nothing ever set there at
19 those points.

20 BY MR. SMITH:

21 Q But that's how they find it. They take your
22 iron pin, and they measure; right?

23 A Yes, sir.

24 Q And that's how they find your calculated
25 points. They may not physically be there, but it's

1 easy for them to find that calculated point, isn't it?

2 A To establish where that calculated point
3 would be, yes, sir.

4 MR. SMITH: I don't have any other
5 questions, Your Honor.

6 THE COURT: Thank you. Anything else
7 from you?

8 MR. O'KELLEY: No, sir.

9 THE COURT: All right. Thank you.
10 Thank you, Mr. Hager. Appreciate your help.

11 THE WITNESS: Thank you, sir.

12 MR. O'KELLEY: And Mr. Hager's released
13 from his subpoena at this point.

14 THE COURT: Sure. Mr. Hager, you are
15 free to go, buddy.

16 THE WITNESS: Okay. Who do I need to
17 see to have my paper signed off on?

18 THE COURT: You want me to sign it so
19 you can get an excuse from work?

20 THE WITNESS: Yes, sir. Thank you very
21 much, sir.

22 MR. O'KELLEY: All right. At this time
23 we call Sinclair Brown, Jr. to the stand.

24 THE COURT: Raise your right hand.
25 Sir, would you state your name for me, please?

1 MR. BROWN: Sinclair Brown, Jr.

2 WHEREUPON,

3 SINCLAIR BROWN, JR.,

4 called as a witness and having been first duly sworn
5 to tell the truth, the whole truth, and nothing but
6 the truth, was examined and testified as follows:

7 THE COURT: You're under oath. Answer
8 any questions Mr. O'Kelley may have.

9 DIRECT EXAMINATION

10 BY MR. O'KELLEY:

11 Q Good afternoon, Mr. Brown. You've got a
12 number of items in support of your claim, you're
13 welcome to those as we go along. Mr. Brown, where do
14 you live?

15 A 1668 Sandridge Road.

16 Q And you've been in the courtroom since we
17 started this morning; correct?

18 A Yes.

19 Q And are you prepared to talk about lot 3
20 which is the plat the Mr. Hager was just discussing?

21 A Yes, sir.

22 Q Why don't you tell us about your background,
23 Mr. Brown. Where were you born, where did you go to
24 school, what you do for work, things of that nature?

25 A I'm originally from Walterboro, South

1 Carolina. Entered the military after graduation in
2 1978. Spent 26 and a half years in the United States
3 Air Force.

4 Q And what did you do in the Air Force, Mr.
5 Brown?

6 A I was an aircraft mechanic, sir.

7 Q All right. And if you'll look at Exhibit
8 number 4. Flip to the next page for me, sir.

9 (Plaintiff Exhibit 4 was marked for
10 identification.)

11 A Okay.

12 Q Oh, by the way, I don't want to get you in
13 trouble, are you here with your bride today, sir?

14 A Yes.

15 Q And is she --

16 A She's sitting to my left here.

17 Q And Joetta Brown is this lady right here;
18 correct?

19 A Yes.

20 Q And how long have you been married?

21 A About 37 years.

22 Q All right. Back in 2014, did you and Ms.
23 Brown buy the property that brings us here today?

24 A Yes.

25 Q All right. Tell His Honor how you came to

1 find this property and how you came to close on it?

2 A We moved back to South Carolina in 2010.

3 Q This was after you retired from the
4 military; correct?

5 A Yes. I was looking for some property to
6 build a house and settle down. Finally found it.
7 Stephanie and Keith Murray owned it prior to our
8 purchase of it.

9 Q And the exhibit that I have handed you,
10 Exhibit number 4, is a deed from Stephanie L.R. Murray
11 and Keith A. Murray to you and Ms. Brown; is it not?

12 A Yes.

13 Q And what did you pay for this property?

14 A I purchased with, I think, \$40,000 was the
15 closing.

16 Q All right. And it says on here that you
17 have a law firm. The Weeks and Irving Law Firm. Do
18 you recall them doing your closing?

19 A Yes.

20 Q All right. And this property got titled in
21 your name and your wife's name as joint tenants with
22 rights of survivorship, not as tenants in common. Do
23 you see that, sir?

24 A Yes.

25 Q And what was your understanding at the time

1 of what you were buying when you closed on this
2 purchase from the Murrays? And this is a copy of the
3 plat. Here's a pointer if you need to point. What
4 were you buying when you purchased this property?

5 A To my understanding I was buying 3.5 acres
6 of lot 3 and .12 acre of the pond.

7 Q And is that actually referenced in the
8 property description in your deed?

9 A Yes.

10 Q And in that deed, it references a plat; does
11 it not?

12 A Yes.

13 Q Is that the plat that Raymond Hager just
14 testified to?

15 A Yes.

16 Q And to your knowledge, you were getting 3.5
17 acres and .12 acres of a pond; correct?

18 A Yes.

19 Q All right. After you closed on the
20 property, can you tell the judge what you and your
21 wife did in terms of housing, building, going out to
22 property and things of that nature?

23 A At the time the lot was vacant, of course,
24 and there were trees, mature pine, and oak trees on
25 it. We decided to settle there and build a house. So

1 we had it cleared in about 2016. We constructed the
2 first building in 2018. There were different
3 neighbors to our left at the time in lot 2. And I
4 think Steve Womble was in lot 1. We met them and
5 there was --

6 Q Let me ask you this, did you move in after
7 you built your house?

8 A Yes, 2018.

9 Q And you've been living there ever since;
10 correct?

11 A Yes.

12 Q I'm going to show you what will be Exhibit
13 number 5. Just look at that sir. You stated that you
14 got your property from the Murray's; correct?

15 A Yes.

16 Q And to your understanding, did the Murray's
17 purchase the property from Paul and Madelyn Jones?

18 A Yes.

19 Q And you were here for Mr. Hager's testimony;
20 correct?

21 A Yes.

22 Q Is it your understanding that it was the
23 Joneses who originally subdivided these lots?

24 A Yes.

25 Q And when you bought this property from the

1 Murrays, did they tell you there was any problems with
2 the pond, or access to the pond, or ownership of the
3 pond?

4 A No.

5 MR. SMITH: Object to the question,
6 Your Honor. Hearsay.

7 THE COURT: I'll sustain that
8 objection. Go ahead. You can get to it another way,
9 I think.

10 MR. O'KELLEY: Absolutely, Your Honor.
11 BY MR. O'KELLEY:

12 Q So at the time you purchased this property,
13 did anyone, anywhere tell you there was a problem with
14 access to the pond?

15 MR. SMITH: Your Honor, again, that's
16 hearsay.

17 THE COURT: Yeah, that's hearsay.
18 BY MR. O'KELLEY:

19 Q All right. Sir, when you purchased this
20 property and moved into your house, did you have any
21 problems with access to the pond?

22 A No.

23 Q When did you first have problems with access
24 to the pond?

25 A Around 2018. Around October 2018 when Mr.

1 All purchased it from the Joneses.

2 Q And then tell the judge about those
3 problems.

4 A Immediately upon his purchase, we had an
5 exchange he -- that he claimed he owned the entire
6 pond, that we no longer have access.

7 Q Were you aware he was a party to this
8 lawsuit at one point; correct?

9 A Yes.

10 Q But he settled out; correct?

11 A Yes.

12 Q And after the Alls sold their property, to
13 whom did they sell it to?

14 A To the Corries.

15 Q And do you recall when that was?

16 A I think it was around April 2020.

17 Q All right. And I'll show you Plaintiff's
18 number 6, which is right here. You've got the deed
19 from the Alls to the Corries?

20 (Plaintiff's Exhibit 6 was marked for
21 identification.)

22 A Yes.

23 Q And I represent that it was recorded in
24 March of 2021; does that refresh your memory?

25 A Yes.

1 Q You said 2020 a second ago?

2 A Yes. 2021. I'm sorry.

3 Q And tell His Honor, after the Corries
4 purchased the property, what happened with your
5 interaction between you and your family and with the
6 Corries?

7 A I've never had any interactions with the
8 Corries.

9 Q And at some point, did the Corries fence off
10 what you consider to be your access to the property?

11 A Yes.

12 Q All right. Let me show you Exhibit number
13 8. It's a couple of pictures. You took these
14 pictures; didn't you?

15 (Plaintiff Exhibit 8 was marked for
16 identification.)

17 A Yes.

18 Q And show His Honor what you're looking at?
19 What he's looking at, rather.

20 A On page number 1 is a fence -- barrier fence
21 with -- with barbed wires on top.

22 Q And when was that put up? Was it in 2021?

23 A It was around April 2021, yes.

24 Q So about a month after the Corries closed on
25 the property?

1 A Yes.

2 Q All right. And prior to that, did you
3 access this pond, did your family access this pond?
4 How did you use it?

5 A Just for casual fishing. I'm not a
6 fisherman, so I just -- every now and then I'd throw a
7 line out and catch a fish.

8 Q And until the barbed wire fence went up,
9 other than Mr. All, were you aware of Corries had any
10 problems with you using the pond?

11 A No. Again, I've never had any interactions
12 with the Corries.

13 Q The second picture that's on here, it's
14 Brown-85, tell His Honor what he's looking at there?

15 A That's a picture of Mr. Corrie putting up --

16 Q One second, please. I'm so sorry. The
17 mic --

18 A -- of Mr. Corrie putting up "No trespassing"
19 signs and barbed wire fencing.

20 Q All right. And you took that the day he was
21 doing that?

22 A Yes.

23 Q And how about the next picture? It might be
24 a duplicate.

25 A Yes, it is a duplicate.

1 Q Okay. Mr. Brown, when you bought this
2 property, again, what was your understanding of the
3 ownership of the pond?

4 A That I had owned 1.2 acres [sic] of the
5 pond, and there were no restricted access or
6 restrictions using it at all.

7 Q And for almost three years, that was the
8 case; correct?

9 A Yes.

10 Q And you brought this lawsuit why?

11 A Because I was denied access to the pond that
12 I thought I paid for.

13 Q And it's your contention that this fence was
14 put up on your property; correct?

15 A Yes.

16 Q And are you allowed to enjoy or use your
17 property fully, in your opinion?

18 A No. I'm not.

19 Q Why is that?

20 A Because I've been denied access to a portion
21 of my property that I thought I had paid for.

22 Q And do you have any children or
23 grandchildren, Mr. Brown.

24 A Yes, two -- two children and two
25 grandchildren.

1 Q And prior to this fence going up, did they
2 ever use or have access to this property?

3 A Yes.

4 Q And tell His Honor about that.

5 A I just -- my son and I and my granddaughter
6 would go out and fish. In fact, we bought her a
7 little, small fishing pole to teach her how to fish.
8 Just to enjoy it.

9 Q And you haven't been able to do that since
10 2021; correct?

11 A Yes, sir.

12 Q Mr. Brown, do you consider your property to
13 be valued less without access to this pond?

14 A Yes. Absolutely.

15 Q And why is that, sir?

16 A Well, my access was denied, and the eighth
17 of an acre that I thought I owned was actually taken
18 from me.

19 Q And one of the reasons you bought this
20 property was because of that pond, I hear?

21 A Yes. Just one of the several features of
22 it.

23 Q And again, you've tried to ask this court to
24 get the fence brought down; correct?

25 A Yes.

1 Q And to declare that you own .12 acres of
2 this pond; correct?

3 A Yes.

4 Q And Mr. Brown, you're not a surveyor, are
5 you?

6 A No, I'm not, sir.

7 Q And you're not an engineer, are you?

8 A No, I'm not.

9 Q And you're not a hydrological expert in any
10 way, are you?

11 A No.

12 Q And you're not an agronomist or soil expert
13 in any way, are you?

14 A No.

15 Q You just want what you paid for, right, Mr.
16 Brown?

17 MR. O'KELLEY: Thank you. Mr. Brown,
18 you've got to wait. Mr. Smith might have questions
19 for you.

20 THE COURT: Mr. Smith?

21 CROSS-EXAMINATION

22 BY MR. SMITH:

23 Q Sir, your testimony is that you want what
24 you paid for; right?

25 A Yes.

1 Q Did you ever have a survey done --

2 A Yes.

3 Q -- to see if the fence is on your property?

4 A Yes.

5 Q When did you have that done? I didn't see
6 that.

7 A When I -- when I built the property, it was
8 surveyed.

9 Q Well, the fence wasn't there then, was it?

10 A No.

11 Q Have you had a survey to determine whether
12 or not the fence is located on your property?

13 A We had a survey done with --

14 Q Mr. Quinn?

15 A -- Mr. Quinn.

16 Q And Mr. Quinn determined that it, in fact,
17 wasn't on your property; right?

18 A I don't know what the results were then.

19 My -- my attorney has that information.

20 Q Have you not seen his survey?

21 A No, I haven't.

22 Q As you sit in this courtroom, you're telling
23 me and the judge that y'all hired Elliotte Quinn to do
24 a survey and you've never seen a copy of that survey?

25 A My attorney has seen a copy of it, sir.

1 Q You haven't seen it?

2 A I'm sure it -- in all the paperwork that we
3 went through, I've -- I've seen it. But I can't
4 specifically say I've studied it like the one that I
5 have here.

6 Q And you've never made a determination even
7 to today, that that fence is located on your property
8 or on my client's property; have you?

9 A Yes, I've determined that it's on my
10 property.

11 Q How? How did you determine that it's on
12 your property?

13 A Based on the plat that I -- that I bought
14 the property under, that fence is on my property.

15 Q What if the pond's dug in the wrong place?
16 What if it's not as shown on the proposed plat?

17 A That's a "what if." That's a hypothetical.

18 Q Well, your expert, the guy you hired said
19 that it wasn't. That's not a hypothetical. He said
20 the pond wasn't dug where it's shown on that plat. So
21 what if it's not? What if your expert's right?

22 A It's still hypothetical.

23 Q Your expert says that it's not hypothetical.
24 It wasn't built. It's not hypothetical.

25 THE COURT: Mr. Brown, don't argue with

1 the question, please. Answer his questions.

2 BY MR. SMITH:

3 Q So what if it's not dug where it's supposed
4 to be? What if there is this strip of land that
5 belongs to the Corries?

6 A Well, that's why we're here. The -- the
7 court will determine that. That's why I filed a
8 lawsuit.

9 Q Well, don't you think surveyors determine
10 that? I mean, the court's not going to be able to
11 determine it, he's going to listen to what the
12 surveyor says.

13 A Then that's between Your Honor and the
14 surveyor.

15 Q And you filed this suit, a boundary dispute,
16 a boundary line dispute with your neighbors. You
17 filed this suit without having a surveyor go out and
18 tell you whether you were right or wrong; didn't you?

19 A No.

20 MR. SMITH: Your Honor, I don't have
21 any further questions.

22 MR. O'KELLEY: Just as a follow up,
23 Your Honor, to clarify a couple things.

24 //

25 //

1 REDIRECT EXAMINATION

2 BY MR. O'KELLEY:

3 Q I want to just refresh your memory. Exhibit
4 number 3, by Elliotte Quinn from Thomas and Hutton.
5 You have seen that document before; correct?

6 (Plaintiff Exhibit 3 was marked for
7 identification.)

8 A Oh, yes. Yes.

9 Q All right. That's what Mr. Smith was asking
10 about. You said you'd never seen that, but you have
11 seen this document before?

12 A I have seen this document, yes.

13 Q Thank you, Mr. Brown.

14 A In your office.

15 MR. SMITH: Your Honor, now that he's
16 seen it, I want to go into my questions about it.

17 THE COURT: Okay, sir.

18 MR. SMITH: Could you see that on your
19 screen?

20 MR. O'KELLEY: Yes. Oh, hold on,
21 Steve. Mr. Smith. Excuse me.

22 MR. SMITH: You're excused.

23 MR. O'KELLEY: I know, but for the
24 record. All right. There we go.

25 MR. SMITH: I'm going to zoom out.

1 A I do have ownership of the property.

2 Q According to this plat?

3 A According to that plat, no.

4 Q And this is your expert; right?

5 A Yes.

6 Q All right. Let's blow it up even further.

7 See where it says, "top of the bank"?

8 A Yes.

9 Q The heavy notched line is top of the water;
10 right? See where it says top of the water?

11 A Yes.

12 Q Your property isn't located on that water at
13 all; is it? I can go down the whole line, and you
14 don't have any frontage on the top of the water line;
15 do you?

16 A According to this, no.

17 Q You don't have any property along the top of
18 the bank. See the next entry?

19 A Yes.

20 Q Your property isn't located on that bank; is
21 it?

22 A Not according to this.

23 Q I'm blowing it up even further. See the Xs?

24 A Yes.

25 Q That's the location of the Corrie's fence;

1 isn't it?

2 A Yeah, I think so according to this. I'm not
3 sure.

4 Q And the fence, as you can see, is actually
5 located on the Corrie's property; isn't it?

6 A According to this.

7 Q And according to this survey, somebody who
8 went out there that you hired. You hired. To find
9 the top of the water line, the top of the bank, and
10 the fence line. According to the guy that you hired,
11 everything in your complaint is incorrect; right? You
12 don't have any ownership of the pond. The fence is
13 located on my client's property; right?

14 A That's your opinion.

15 Q According to this survey, everything in your
16 complaint is wrong; isn't it?

17 A No. It's not wrong.

18 Q You don't have any ownership of the pond; do
19 you? According to this survey?

20 A I do have ownership of the pond.

21 Q According to this survey, your property is
22 not located on that pond; is it?

23 A My -- my property is located on -- on that
24 pond.

25 Q According to this survey. According to this

1 survey you hired to be done, your property is not
2 located on that pond; is it?

3 A I do own .12 acres of it.

4 MR. SMITH: Your Honor, will you
5 instruct the witness to answer?

6 THE COURT: You can say "No, I
7 disagree." But just answer his question as best you
8 can.

9 THE WITNESS: I disagree.

10 BY MR. SMITH:

11 Q According to this survey, your property is
12 not located on the pond; is it?

13 A I disagree.

14 Q According to this survey --

15 MR. O'KELLEY: Your Honor, he's
16 answered it, like, eight times.

17 THE COURT: He's answered the question.

18 MR. SMITH: He hasn't answered anything
19 yet.

20 THE COURT: Well, he says he disagrees
21 with your premise.

22 MR. SMITH: I don't have any other
23 questions, Your Honor.

24 //

25 //

REDIRECT EXAMINATION

1
2 BY MR. O'KELLEY:

3 Q Can you still see this Plat by Mr. Quinn?

4 A Yes.

5 MR. O'KELLEY: All right.

6 MR. SMITH: Your Honor, are we in re-
7 re-direct?

8 THE COURT: Redirect. Re-redirect.

9 MR. O'KELLEY: Because we didn't get
10 into it originally, I think I get to go into it.

11 THE COURT: Well, you can go into what
12 he's asking about.

13 MR. O'KELLEY: That's all I'm going to
14 do, Your Honor.

15 THE COURT: That's fine.

16 BY MR. O'KELLEY:

17 Q You see where it says, "top of slope", does
18 it not?

19 A Yes.

20 Q And is that located on your property?

21 A Yes.

22 Q And is that where it slopes down into the
23 pond?

24 A Yes.

25 MR. O'KELLEY: Thank you, Mr. Brown.

1 MR. SMITH: Your Honor, based on that,
2 I've got some questions.

3 THE COURT: Sure.

4 RECROSS-EXAMINATION

5 BY MR. SMITH:

6 Q Mr. Brown, I'm going to show you a series of
7 pictures. And these were taken by Mr. Quinn that I
8 got through this file. Does that fairly and
9 accurately represent the condition of your property as
10 it is today?

11 MR. O'KELLEY: Your Honor, until Mr.
12 Quinn gets here, this is hearsay.

13 THE COURT: Well --

14 MR. SMITH: I just asked him if it
15 fairly and adequately represents.

16 THE COURT: He's creating his
17 foundational question.

18 MR. SMITH: Because that's how you get
19 somebody else's photo in.

20 THE COURT: We've got to do it.

21 THE WITNESS: Yes, that's the condition
22 of the property.

23 BY MR. SMITH:

24 Q Is that your property?

25 A Yes.

1 MR. SMITH: Now I'd ask if these be
2 admitted into evidence as Defendant's Exhibit number
3 1.

4 MR. O'KELLEY: No objection.

5 THE COURT: All right. Any objection,
6 Mr. Little?

7 MR. LITTLE: No. No objection.

8 THE COURT: All right. Please mark
9 that as Defendant's 1, please. While we're on that
10 point, let me take a look at the photos, too, please?
11 I'd just like to look at them.

12 (Defendant's Exhibit 1 was marked for
13 identification.)

14 MR. SMITH: I've got a few copies right
15 here.

16 THE COURT: I'll take a copy. Copy's
17 fine.

18 MR. SMITH: May I approach?

19 THE COURT: Yeah, you can approach.

20 MR. SMITH: Thank you, sir. Appreciate
21 it.

22 THE COURT: So Mr. Brown, just so we
23 can clear up. This black bit, what is that?

24 THE WITNESS: That's a fence on my
25 property.

1 THE COURT: On your property?

2 THE WITNESS: Above -- at the top of
3 the banks.

4 THE COURT: You call it at the top of
5 the bank or the top of the slope?

6 THE WITNESS: Top of the slope.

7 THE COURT: Slope. Where it begins to
8 slope towards the water?

9 THE WITNESS: Yes.

10 THE COURT: Okay. Thank you very much.

11 MR. SMITH: Now, Defendant's Exhibit
12 number 1 is 21 pictures.

13 THE COURT: 21 pictures. Thank you. I
14 appreciate you identifying that.

15 BY MR. SMITH:

16 Q Mr. Brown, I'm showing you one of the
17 pictures in this stack. The black fence is your
18 fence; correct?

19 A Yes.

20 Q And that shows the slope, shown on Mr.
21 Quinn's plat; right?

22 A Yes.

23 Q And it shows the slope down and it shows the
24 fence?

25 A Yes.

1 Q This photograph proves Mr. Quinn's plat.
2 And it shows the slop and shows the slope down into
3 the water; correct?

4 A Yes.

5 Q And you own that slope. There's no doubt
6 about that. That slope is in your yard; correct?

7 A Yes.

8 MR. SMITH: I don't have any other
9 questions; Your Honor.

10 THE COURT: Thank you. This would be
11 triple redirect.

12 REDIRECT EXAMINATION

13 BY MR. O'KELLEY:

14 Q Has the water level in this pond ever
15 changed?

16 A It goes up and down with the -- the rainfall
17 amounts and the -- it typically stays between one and
18 two feet.

19 MR. O'KELLEY: Thank you, Mr. Brown.
20 The judge may have some questions for you.

21 THE COURT: I don't have any questions.
22 Thank you. Mr. Little?

23 MR. LITTLE: No questions, Your Honor.

24 THE COURT: All right. Thank you.
25 Thank you, Mr. Brown. You may step down now.

1 MR. O'KELLEY: At this time we call Ms.
2 Brown to the stand, Your Honor.

3 THE COURT: Can you state your name,
4 please, ma'am.

5 MS. BROWN: Joetta Brown.

6 THE COURT: Joanna Brown?

7 MS. BROWN: Joetta.

8 THE COURT: Joetta Brown. Excuse me.

9 WHEREUPON,

10 JOETTA BROWN,
11 called as a witness and having been first duly sworn
12 to tell the truth, the whole truth, and nothing but
13 the truth, was examined and testified as follows:

14 THE COURT: All right. You're under
15 oath. Please answer any questions Mr. O'Kelley may
16 have.

17 THE WITNESS: Okay.

18 DIRECT EXAMINATION

19 BY MR. O'KELLEY:

20 Q Ms. Brown, you've been in the courtroom
21 today with us since we started the trial; correct?

22 A Yes.

23 Q And you are married to Mr. Brown; correct?

24 A Yes.

25 Q How many years y'all been married?

1 A Thirty-seven years.

2 Q And in every marriage, somebody handles some
3 stuff, somebody handles other stuff. In your
4 relationship with Mr. Brown, who has been most active
5 in handling the property that brings us here?

6 A My husband.

7 Q All right. And you heard his testimony. Do
8 you have anything you disagree with in terms of his
9 testimony here today?

10 A No.

11 Q And in terms of purchasing the property, lot
12 3, that's brings us here today, what was your
13 understanding of your ownership of the pond?

14 A My understanding is that we own a portion of
15 the pond.

16 Q Based on the deed?

17 A Based on the deed. Based on what -- the --
18 I forgot her name, that sold us the property.

19 Q If I told you it was the Murrays does that
20 ring a bell?

21 A The Murrays. Yeah. Based on the Murrays.
22 That was the selling point. She said "There's a pond
23 back here --

24 Q No, don't. You can't tell us what Ms.
25 Murray said.

1 A Oh, okay. I'm sorry. Well, based on what
2 she said is why we bought it.

3 Q And that's why you've been living there
4 happily ever since; correct?

5 A Yeah.

6 Q Until this fence issue came up; right?

7 A Exactly.

8 Q And again, that was in 2021?

9 A Yes.

10 MR. O'KELLEY: Thank you, Ms. Brown,
11 that's all.

12 THE COURT: Mr. Smith?

13 MR. SMITH: I have nothing, Your Honor.

14 THE COURT: Thank you very much. Ms.
15 Brown, you may have a seat. Thank you.

16 THE WITNESS: Thank you.

17 MR. O'KELLEY: Your Honor, at this time
18 we call Brian Kendall to the stand.

19 THE COURT: Raise your right hand,
20 please. State your name, sir.

21 MR. KENDALL: Brian Kendall.

22 THE COURT: Brian Kendall?

23 MR. KENDALL: Yes, sir.

24 //

25 //

1 WHEREUPON,

2 BRIAN KENDALL,

3 called as a witness and having been first duly sworn
4 to tell the truth, the whole truth, and nothing but
5 the truth, was examined and testified as follows:

6 THE COURT: You're under oath. Answer
7 any questions from Mr. O'Kelley.

8 DIRECT EXAMINATION

9 BY MR. O'KELLEY:

10 Q Mr. Kendall, tell His Honor where you live?

11 A I live at -- excuse me -- I live at 1676
12 Sandridge Road.

13 Q And you've been in the courtroom this
14 morning; correct? And this afternoon?

15 A Yes, I have.

16 Q And on the blow up of Mr. Hager's plat,
17 using the pointer, show His Honor where you live.

18 A I live here on lot 2, sir.

19 Q And you're next-door neighbors with my
20 clients, the Browns; right?

21 A Yes, I am.

22 Q And tell His Honor about what your
23 understanding was when you purchased lot 2, vis a vis,
24 your ownership of the pond, or your family's or
25 whoever owns your lot?

1 A Yes, sir. When we purchased the plot, we
2 were told that we had 3.5 acres, .12 of that actually
3 going into the water, sir.

4 Q And when did you close on your lot?

5 A July of 2020, sir.

6 Q Okay. And from July of 2020, were you able
7 to access the pond?

8 A Initially, there was a dispute with the
9 previous owner, so we really didn't have anything
10 other than we created a beach. There was a lot of
11 brush that we cleared up and made it a nice-looking
12 beach going into the water. But we never really used
13 it because of the dispute that was going on.

14 Q With which neighbor, sir?

15 A At the time, it was the previous owner to
16 the Corries.

17 Q Okay. That would be the people who owned
18 what is called the 42.36 acreage residual on this
19 plat; correct?

20 A That is correct.

21 Q And tell the judge, you were here for Mr.
22 Brown's testimony; correct?

23 A Yes, I am.

24 Q And tell the judge what you remember about
25 the fence going up across your property?

1 A Yes, sir. So previous to the fence going
2 up, I actually met the Corries and we spoke. During
3 that time it was very cordial. We got along. He had
4 told me at the time that we'd be able to use the pond.
5 A little fishing here and there, a little bit of
6 swimming wouldn't be an issue. Approximately maybe
7 two or three weeks later, I was on the beach -- what I
8 call the beach.

9 Q What you called the beach earlier; correct?

10 A Yes, there's a slope. I was on there with
11 my tractor preparing it because my daughter was
12 getting ready to get married on my property, and
13 that's when I saw Mr. Corrie, and they were putting up
14 posts on the property. So I got off the tractor and I
15 spoke to him. He said that he had to put up a fence
16 due to a dispute with the other neighbors. I think he
17 told me it was on advice from his counsel. He did say
18 that he was going to stop at that point, just putting
19 posts up, so it wouldn't interfere with my daughter's
20 wedding. Which he did. But then after the wedding,
21 he put the fence up on approximately say about 80
22 percent of my property.

23 Q When you say 80 percent of your property,
24 you mean 80 percent along the --

25 A So in this area here --

1 Q Hold on. Let me just finish.

2 A Okay. I apologize.

3 Q 80 percent along the proposed pond line as
4 shown on this plat, or along the north/south line?
5 Just tell the judge where it is.

6 A Along the water line. So it pretty much
7 went from -- well, it came from here and he stopped it
8 probably about 80 percent or so on my property. There
9 it stopped originally. Since then he's closed the
10 whole thing off.

11 Q And there is a picture that Mr. Brown showed
12 the court. It shows some barbed wire. I'm sure the
13 back of your property looks similar to that.

14 A I have a fence; however I do not have any
15 barbed wire.

16 Q Okay. It's an actual fence?

17 A Its like a farm fence. Yes, sir.

18 Q And since the Corries fenced it off, have
19 you been able to access the pond?

20 A Not the pond. And when it was only done
21 about 80 percent of the way, the brush was growing up,
22 so I'd go on the other side of it, and I was cleaning
23 the brush. We're trying to keep it as clean as we can
24 to the water. The brush grows really quick in that
25 area, so I went on the other side, and I cleaned it

1 up. But since then -- and again, this was maybe about
2 two months or so ago -- he closed the fence off the
3 whole way, and I haven't done anything --

4 Q When you say "he" do you mean --

5 A The Corries. And I say the Corries, but I
6 didn't see them do it. I just came home one day, and
7 it was done.

8 Q All right. So you can't access the pond?

9 A No, sir. I cannot.

10 MR. O'KELLEY: Thanks, Mr. Kendall.

11 That's it.

12 CROSS-EXAMINATION

13 BY MR. SMITH:

14 Q Have you ever hired a surveyor to determine
15 whether or not you have any ownership of the pond?

16 A No, sir. I have not.

17 Q Have you hired a surveyor to determine
18 whether or not the fence is on the Corries property?

19 A I have not.

20 MR. SMITH: I don't have any other
21 questions, Your Honor.

22 THE COURT: You said that the fence was
23 completed about two months ago?

24 THE WITNESS: That's correct. Yes,
25 sir.

1 THE COURT: And you said that Mr.
2 Corrie said that his lawyer told him to put that?

3 THE WITNESS: When -- when I was
4 originally speaking to him when he was putting the
5 fence posts on what I consider my property, he said
6 that he had -- 'cause we had talked, and he said he
7 wasn't going to do that. So I asked him why was he
8 doing it, and he told me -- and I could be wrong, but
9 I believe it was on advice of his counsel to put the
10 fence up. I think that was because of problems he was
11 having with other neighbors. And again, I believe
12 that was the conversation pretty closely.

13 THE COURT: Thank you. Nothing else.
14 Any redirect?

15 MR. O'KELLEY: No, sir.

16 THE COURT: Redirect?

17 BY MR. SMITH:

18 Q When was that first conversation?

19 A The first conversation we ever had was
20 approximately April of 2021.

21 Q Prior to this lawsuit?

22 A Yes.

23 Q Prior to the Corries hiring counsel?

24 A I believe so.

25 Q So how could Counsel have told him to put up

1 the fence if they didn't even have counsel?

2 A Well, I'm -- it may have been from -- and
3 again, you'd have to ask Mr. Corrie, but it may have
4 been what he was saying with the previous owner. But
5 again.

6 MR. SMITH: Your Honor, I don't have
7 any other questions.

8 THE COURT: Okay. Thank you.

9 THE WITNESS: Thank you.

10 MR. O'KELLEY: And Your Honor, we have
11 one more witness. He'll be quick, and then a witness
12 who's going to take a while. So it might be time for
13 that meal break after this witness.

14 THE COURT: All right.

15 MR. O'KELLEY: So at this time we call
16 Heather Regan to the stand. And, sir, we're going to
17 leave that closed.

18 THE COURT: Tell me your name, please,
19 ma'am.

20 MS. REGAN: Heather Regan.

21 WHEREUPON,

22 HEATHER REGAN,
23 called as a witness and having been first duly sworn
24 to tell the truth, the whole truth, and nothing but
25 the truth, was examined and testified as follows:

1 THE COURT: You're under oath. Answer
2 any questions Mr. O'Kelley asks you.

3 DIRECT EXAMINATION

4 BY MR. O'KELLEY:

5 Q Good afternoon, Ms. Regan. How are you,
6 ma'am?

7 A Okay. How are you, sir?

8 Q I'm fine. Thank you. Ms. Regan, I'm going
9 to show you what's been marked as Plaintiff's Exhibit
10 number 1, and also the bailiff and I are going to move
11 this large blowup of the exhibit closer to you. That
12 works. Can you see it?

13 A Yes, sir.

14 Q And there's a pointer here, Ms. Regan. Tell
15 His Honor what property you and your family own?

16 A We live on lot 4.

17 Q And that's to the east of the Browns;
18 correct?

19 A Yes, sir.

20 Q And you've been in the courtroom today and
21 heard the testimony of Mr. and Ms. Brown?

22 A Yes, sir.

23 Q And you just heard Mr. Kendall's testimony;
24 correct?

25 A Yes, sir.

1 Q Tell the judge about your ownership of lot
2 4, and your access to the pond and things of that
3 nature?

4 A Yes, sir. So we contacted a realtor to go
5 out and look at the pond -- I mean the property. We
6 immediately -- the thing that attracted us to the
7 property was the pond. I lived on a boat, my husband
8 was an avid sailor, so the water was very important to
9 us. And we went out with a realtor, we literally
10 located the pin down at the bottom of the hill -- but
11 the slope, and then looked at the property
12 description, and it said it was .11 acres from that
13 last pin.

14 Q And in fact on this plat, it says lot 4
15 contains 3.15 acres total, of which .11 acres is pond;
16 correct?

17 A Right. And we located with the realtor the
18 pin, the last pin 'cause it says on the description
19 from the last pin .11 acres and took -- my husband
20 stood there and figured out how much .11 acres would
21 be, and we measured it. And it went out into the
22 water.

23 Q And when did you close on your property?

24 A April 2020. It was either March or April
25 because we did a mobile home. So the mobile home

1 company closed on it first and then we did a land home
2 package together.

3 Q A land home package whereas in you purchased
4 the property and the manufactured home?

5 A So the mobile home company bought the land
6 and then put the home on it and then we closed
7 together so that it would be a home and not a mobile
8 home. They retired the title.

9 Q So you own both?

10 A My -- it's in my husband's name.

11 Q And from the time you closed in 2020, were
12 you able to access the pond?

13 A We used the pond on and off. My kids did.
14 And then at some point -- I think his name is Steve,
15 down the way, called Mr. All. Apparently, he's the
16 tattletale for the neighborhood.

17 Q And was Mr. All the former owner of --

18 A He was the former owner, and he showed up on
19 my porch, very angry. Talking about I can't use his
20 pond and this. And I explained to him that this says
21 we have access. My kids were out sometime after that,
22 kayaking on the pond and he threatened to call the
23 police on them.

24 Q And this is Mr. All?

25 A This is Mr. All.

1 Q Do you recall your first interaction you had
2 with the Corries?

3 A I do.

4 Q All right. Tell the judge about that.

5 A Initially, we talked to them. Ms. Corrie
6 was very nice; he was kind of standoffish. But -- I
7 mean, it was -- we were glad to have neighbors, we
8 were glad to get rid of Mr. All because he was very
9 rude. We had had some argument over a supposed
10 another plat being drawn, and he told me that he had
11 just had it drawn up for his, you know, personal
12 knowledge of where stuff was. He never disclosed that
13 it had been filed or anything else. And I never gave
14 permission for anybody -- we didn't -- to come on the
15 property and do a plat. So when -- next thing we
16 know, a fence went up.

17 Q And a fence went up where? On just yours --

18 A It went all the way to the side of my
19 property starting here -- right about here. All the
20 way down and then all the way over.

21 Q Okay. When you say down, you're talking
22 about to the south side of the property owned by the
23 Corries?

24 A Yeah. Yeah. It kind of goes -- so it goes
25 around here --

1 Q When you say "around here" you're talking
2 about to the north side of your lot; correct?

3 A Right. Yeah. And then it starts cutting
4 over a little bit and goes around and it comes right
5 to our -- to the other side of the pin here and then
6 across our property.

7 Q And do you have access to the pond anymore?

8 A I don't.

9 MR. SMITH: Your Honor, while I've let
10 this, kind of, slide, this case isn't about any of the
11 other neighbor's access to the pond. This is only
12 about the Brown's access to the pond. All of this is
13 not relevant.

14 THE WITNESS: Oh, it's coming.

15 MR. O'KELLEY: Your Honor, I disagree
16 completely.

17 THE COURT: I'm going to overrule the
18 objection.

19 THE WITNESS: We were actually right in
20 the middle of feeding babe geese that had hatched on
21 the pond. They would come up on to our -- way up in
22 our yard, and we'd feed them. And he put a fence
23 across, and we totally lost access to be able to do
24 that.

25 //

1 BY MR. O'KELLEY:

2 Q When you say "he" you're talking about Mr.
3 Corrie; correct?

4 A Yes, sir.

5 Q And Plaintiff's number 8, is this similar to
6 what you see when you look out your back door?

7 A Oh, yes.

8 Q Barbed wire blocking access to the pond;
9 correct?

10 A Yeah. And for us it was an issue because at
11 this section right here, my son had a fort, and he put
12 up barbed wire right beside it. My son can't play
13 there anymore. I'm afraid he'll fall into it. Not
14 that he cared.

15 MR. O'KELLEY: Thank you.

16 CROSS-EXAMINATION

17 BY MR. SMITH:

18 Q Have you hired a surveyor to determine
19 whether or not everything the Corries have done is on
20 their property or on your property?

21 A No. When we first moved out there, we had
22 the land clearing company help us locate all the pins
23 and measure it, so we made sure we cleared what we
24 were allowed to.

25 Q Do you know whether or not they were

1 surveyors or just land clearers?

2 A I have no idea.

3 Q So you've never hired a surveyor to come out
4 there and determine you have access? Or whether or
5 not the fence or the barbed wire you talked about is
6 on the Corrie's property; right?

7 A I haven't hired a surveyor, no. I mean,
8 like I said, we located the pin that is described in
9 our deed, we measured off that pin. Which takes it
10 into the water.

11 Q You and your realtor?

12 A The realtor and the land clearing gentlemen.

13 Q But not a surveyor?

14 A No, sir.

15 Q And you don't have any animosity towards
16 anybody for doing anything on their own property; do
17 you? I mean, people should be free to do what they
18 want on their property, shouldn't they?

19 A I'm going to say I do have animosity,
20 because the way that this is done has put my son in
21 danger. And -- I had to serve him with trespass
22 notice because we had "No trespass" signs up and he
23 continued to trespass on my property to put his stuff
24 up, so -- and the police officers told him to stay off
25 my property, which was down where he was putting the

1 fence up.

2 Q But you don't have any problem with people
3 doing whatever they want on their own property; do
4 you?

5 A I do have a problem with people doing
6 whatever they want on their property.

7 MR. SMITH: All right. I don't have
8 any other questions.

9 MR. O'KELLEY: Nothing further from me,
10 Your Honor.

11 THE COURT: You may have a seat. Thank
12 you. I didn't ask if you had a question. Did you
13 have a question --

14 MR. LITTLE: I don't have any
15 questions, Your Honor.

16 THE COURT: Mr. Little didn't have any
17 questions. Thank you. Next. No, now it's time for a
18 break, right?

19 MR. O'KELLEY: I think it would a good,
20 natural stopping place, Your Honor.

21 MR. SMITH: You know, for planning
22 purposes, can I ask how many more witnesses does he
23 have?

24 MR. O'KELLEY: One quick one and one
25 that's going to take a little bit longer.

1 MR. SMITH: Can I ask which ones they
2 are?

3 MR. O'KELLEY: Of course. Mr. Regan,
4 who is here. And then, Elliotte Quinn who is not.

5 THE COURT: Do you want to go through
6 Mr. Regan's testimony now?

7 MR. O'KELLEY: I was going to ask if we
8 could, Your Honor.

9 THE COURT: All right. I'm going to go
10 ahead and get me my sandwich. That's off the record,
11 by the way. Are you all right with that, Mr. Smith?

12 MR. SMITH: I'm fine with that, Your
13 Honor.

14 THE COURT: All right. We'll take Mr.
15 Regan now.

16 MR. O'KELLEY: We call John Michael
17 Regan to the stand.

18 THE COURT: Raise your right hand,
19 please. Your name is Michael Regan, is that right?

20 MR. REGAN: John Michael Regan.

21 THE COURT: John Michael Regan.

22 R-E-G-A-N?

23 MR. REGAN: Yes, sir.

24 THE COURT: All right.

25 //

1 WHEREUPON,

2 JOHN MICHAEL REGAN,

3 called as a witness and having been first duly sworn
4 to tell the truth, the whole truth, and nothing but
5 the truth, was examined and testified as follows:

6 THE COURT: All right. You're under
7 oath. Answer any questions Mr. O'Kelley has.

8 DIRECT EXAMINATION

9 BY MR. O'KELLEY:

10 Q Good afternoon, Mr. Regan.

11 A Good afternoon.

12 Q In front of you is Exhibit number 1 and you
13 were here for your wife's testimony; correct?

14 A Correct.

15 Q And you were the big sailor who wanted to
16 live near a pond; is that right?

17 A Yes, sir.

18 Q Can you tell the judge about that?

19 A As my wife said, when we first found the
20 property, we fell in love with it absolutely. The
21 view, the pond, everything. And that's where we
22 wanted to settle down.

23 Q And when you came to find lot 4, you see lot
24 4 on that demonstrative?

25 A Yes, sir.

1 Q What was your understanding about what you
2 owned, vis a vis the pond?

3 A My understanding was that we had the land
4 itself, the 3.51 acres plus the .11 acres of the pond,
5 thus giving us access to the pond.

6 Q And do you have any reason to contradict
7 anything your wife said about access and access being
8 blocked and all that?

9 A No, sir.

10 Q All right. What about your determination of
11 where the lot actually went into the water? Tell the
12 judge about that.

13 A When we first went out to look at the land,
14 we had the -- the guy who was going to clear the land
15 with us. But we actually went and looked
16 at -- there's the pin right here, and we actually
17 measured out from that pin, and that spot fell within
18 the water. I want to say it was -- and I don't
19 remember the exact number of feet, but we did measure
20 it out and it did fall into the water at that time.

21 Q And tell His Honor about what has happened
22 since with your having access?

23 A Obviously, with the fence up, we have no
24 access to it. As a matter of fact, Mr. Corrie
25 actually trespassed on our land to put his fence up.

1 We actually had to call the law, and they did serve
2 him with trespassing notice, even though we had put
3 "No trespassing" signs up.

4 Q And in terms of your being able to access
5 the pond, since 2021, have you been able to?

6 A No, sir.

7 Q All right. Your wife testified that there
8 is actually a fence running down, I guess it would be
9 your east property line that goes from here all the
10 way down to Sandridge Road?

11 A That -- that is correct. It's an all wooden
12 fence with wire, and then it has two layers -- two
13 rows of barbed wire on the top of that one.

14 Q And it's my understanding that this
15 property, the 42.36 acres is the Corrie's property; do
16 you see that?

17 A Correct.

18 Q And part of that property has -- if I call
19 it, I call it a flagpole or a flag, would that make
20 sense?

21 A Correct.

22 Q That goes down to Sandridge Road; correct?

23 A To give them access to that light, yes.

24 Q Correct. And does this access from
25 Sandridge Road, their lot, is that how they come on

1 and off this property?

2 A Yes, sir.

3 Q Okay. I forgot to ask your wife about that.
4 She stated that the fence now cuts off your access to
5 the pond in total; correct?

6 A Correct.

7 MR. O'KELLEY: Thank you, Mr. Regan.

8 That's all.

9 THE COURT: Mr. Smith?

10 CROSS-EXAMINATION

11 BY MR. SMITH:

12 Q Mr. Regan, I just have one question. Do you
13 think if you have pond frontage or what was it .11
14 acres?

15 A Yes, sir. Yeah.

16 Q Do you think that that would give you access
17 to the entire pond at that point?

18 A Yes, sir.

19 Q And what is that based on?

20 A Well, if an airplane's flying over land, it
21 still can use the air. So if you're on top of the
22 water, you're not touching the land underneath it.

23 Q But the Corries would own all the land, I
24 mean even given your proposition that you own just a
25 little bit of the property, they would own all the

1 land underneath that pond that you're on; right?

2 A Underneath it, yes.

3 MR. SMITH: I have no other questions,
4 Your Honor.

5 THE COURT: Thank you. All right.
6 Thank you, Mr. Regan.

7 THE WITNESS: Yes, sir.

8 THE COURT: We're going to take a break
9 now. How much time do you want? Let's ask that
10 question.

11 MR. O'KELLEY: I mean, whatever anyone
12 can run and elevate --

13 THE COURT: It's going to take about an
14 hour, I'd say. At least. Let's get back at 2:30.

15 MR. O'KELLEY: All right, sir.

16 (Off the record.)

17 THE COURT: Mr. O'Kelley.

18 MR. O'KELLEY: Thank you, Your Honor.
19 At this time we call Madelyn Jones to the stand.

20 MS. JONES: Are you talking about me?

21 MR. O'KELLEY: Yes, ma'am.

22 THE COURT: Put your left hand on the
23 Bible and raise your right hand for me, please, ma'am.
24 State your name, please?

25 MS. JONES: Madelyn Jones.

1 WHEREUPON,

2 MADELYN JONES,

3 called as a witness and having been first duly sworn
4 to tell the truth, the whole truth, and nothing but
5 the truth, was examined and testified as follows:

6 THE COURT: You may have a seat and
7 answer the questions that the lawyers have for you.

8 THE WITNESS: Right here?

9 THE COURT: Yes, ma'am.

10 THE WITNESS: Okay.

11 THE COURT: And just let me know if you
12 get uncomfortable in any way.

13 THE WITNESS: Okay.

14 THE COURT: And we can take a break.

15 THE WITNESS: I don't need that.

16 UNKNOWN SPEAKER: Okay.

17 THE WITNESS: I just had half a glass
18 of tea.

19 UNKNOWN SPEAKER: Yes, ma'am.

20 THE WITNESS: That. I don't know where
21 it came from.

22 THE COURT: Oh, stay right there,
23 ma'am. Don't say anything.

24 MR. O'KELLEY: Looks like it's about to
25 fall apart.

1 UNKNOWN SPEAKER: Yes, sir.

2 MR. O'KELLEY: Can you put that back
3 leg into that hole? There we go.

4 UNKNOWN SPEAKER: It's going to stay.

5 MR. O'KELLEY: Okay. There we go.

6 DIRECT EXAMINATION

7 BY MR. O'KELLEY:

8 Q Good afternoon, Ms. Jones. How are you?

9 A I am fine, sir. Thank you.

10 Q Yes, ma'am. Are you the Madelyn Jones whose
11 signature is on this plat?

12 A Yes, it is.

13 Q All right. And your husband was Paul Jones;
14 correct?

15 A Yes, sir.

16 Q And y'all owned the acreage that brings us
17 here today and got it subdivided at some point;
18 correct?

19 A Yes, sir.

20 Q And Exhibit 1, which is right in front of
21 you, I'll tell you, is the smaller version of this
22 document.

23 A Okay, I see that.

24 Q And do you recall hiring Mr. Hager to do
25 this survey?

1 A Yes.

2 Q All right. And you were in the courtroom
3 today when he testified; correct?

4 A No, he had already testified before I left.
5 I mean before I got there.

6 Q Before you get here?

7 A Before I got there.

8 Q Okay. And do you recall that you and your
9 husband subdivided your property into one, two, three,
10 four, five lots with some acreage in the back?

11 A Right.

12 Q And you were putting a pond on the property;
13 correct?

14 A Well, it wasn't a pond to start with. We
15 were a construction company, and he had to buy dirt.
16 We had to get dirt. So we went out in the boonies,
17 and found some land, and I bought 130 acres. And we
18 dug big old holes on the land to get the dirt to go to
19 job sites. We didn't -- we didn't dig it to make a
20 pond out of it.

21 Q You were using it in construction; correct?

22 A Right.

23 Q Yeah. But at some point, for the property
24 that brings us here today, you all decided to put a
25 pond in this property?

1 A No. No. No.

2 Q Isn't this your signature, Ms. Jones?

3 A It's my signature, but we did put a pond out
4 there. That -- that was a dirt hole.

5 Q Correct. But you signed off on a plat that
6 says "proposed pond;" did you not?

7 A I don't -- I -- I -- just like I told
8 somebody yesterday, I did not know about the proposed
9 pond until day before yesterday.

10 Q Even though this is your signature; correct?

11 A Yeah. Yeah.

12 Q And this says what, ma'am?

13 A I -- I understand. I understand. But I
14 didn't know what I was doing.

15 Q Okay. But let me show you another document,
16 and as if this is your signature on this document.
17 This is Exhibit 5, it's a deed from Paul W. Jones and
18 Madelyn W. Jones to Keith and Stephanie Murray. Is
19 that your signature, Ms. Jones?

20 A Yes, that's my signature.

21 Q All right. Do you recall selling lot 3 to
22 the Murrays?

23 A I sold all those lots to people, but I can't
24 remember all their names. I sold -- I sold every one
25 of those lots.

1 Q Does this help your recollection that you
2 sold lot 3 for \$42,000 to Stephanie and Keith Murray?

3 MR. O'KELLEY: Just one second. I
4 think it's Exhibit 5, Your Honor. Five.

5 THE WITNESS: See, this -- how many
6 years ago was that?

7 BY MR. O'KELLEY:

8 Q I'm just asking, do you remember --

9 A I know. I understand. I understand, but
10 that was so long ago that I cannot remember names.

11 Q I understand. This was back in 2020.
12 Excuse me, 2011.

13 A Right.

14 Q Was that your signature in 2011; if you
15 recall?

16 A Yeah.

17 Q Okay. But you don't remember specifically
18 selling lot 3 to the Murrays?

19 A No. I -- I can't remember names.

20 Q But this is your signature on this deed;
21 correct?

22 A Yes, sir. Yes, sir.

23 Q And are you aware this deed references this
24 plat, or you don't have any knowledge about that?

25 A Do what now?

1 Q Lot 3 is described in this deed.

2 A Three and a half acres.

3 Q What else does it say? 3.5 acres total, .12
4 acres pond; correct?

5 A Yeah.

6 Q All right. Look at this plat, what does it
7 show for lot 3? Shows 3.5 acres total, .12 acres
8 pond; correct?

9 A Well, that's what -- that's what those
10 numbers up there at the bottom of the pond.

11 Q Yes, ma'am, but I'm just saying you sold the
12 Murrays their lot according to this plat; correct?

13 A Right.

14 Q And did you market these properties as being
15 waterfront?

16 A No.

17 Q Well, how'd you market them? Did you just
18 say, "We just have some property out here, and whoever
19 wants to buy them can buy them"?

20 A Yeah.

21 Q Did you use a realtor?

22 A That I can't remember, sir. I'm sorry.

23 Q Okay. That's all right. This plat was done
24 in 2005; do you see that?

25 A Mm-hmm.

1 Q We need a yes or no, ma'am, for the record.

2 A Well, if that's -- that's what it says, I
3 did.

4 Q Okay. And again, we've established this is
5 your signature; correct?

6 A Right.

7 Q And were you here for Mr. Brown's testimony?

8 A Yes, but I don't know nothing about Mr.
9 Brown.

10 Q Okay. You've never had any dealing with
11 him; have you, Ms. Jones?

12 A No.

13 Q All right. To your knowledge, have you gone
14 out and looked at these properties since this plat was
15 done?

16 A Heavens no. I probably couldn't find it.

17 Q Do you recall selling these residual acres
18 to people whose last name is All? A-L-L? Well, let
19 me ask you this way, I think you sold it to some
20 people named Carner who then sold it to the Alls. Do
21 you remember the Carners?

22 A I think it was the back -- the -- All got
23 it, and they sold it to Carner.

24 Q All right.

25 A I think.

1 Q Okay.

2 A 'Cause that's when somebody put up a fence.

3 Q All right. Well, let me show you. This
4 shows that Madelyn Jones, being you, sold property to
5 the Alls. Do you see that?

6 A Yeah.

7 Q Okay. Does that refresh your memory, ma'am?

8 A No. I -- I don't know the names.

9 MR. O'KELLEY: Okay. All right. Thank
10 you very much. Appreciate it.

11 THE WITNESS: I'm free?

12 MR. O'KELLEY: No, ma'am, not yet. But
13 maybe in a minute.

14 THE WITNESS: Okay.

15 THE COURT: Any questions?

16 MR. SMITH: I don't have any; Your
17 Honor.

18 THE COURT: All right. Thank you very
19 much. You're free to go.

20 MR. O'KELLEY: You are free, ma'am.

21 THE COURT: Do you have any questions,
22 Mr. Little?

23 MR. LITTLE: No, Your Honor.

24 THE COURT: Okay. Mr. Little didn't
25 have questions either. Okay. You may have a seat.

1 THE WITNESS: Don't pull my arm, just
2 hold my hand.

3 THE COURT: Oh, can you get up? There
4 you are.

5 THE WITNESS: I got bad knees.

6 MR. O'KELLEY: Do you need help?

7 THE WITNESS: No, I got it.

8 MR. O'KELLEY: Okay. Your Honor, at
9 this time we call Mr. Richard Rhode to the stand.

10 THE COURT: Mr. Richard Rhode. State
11 your name, please?

12 WHEREUPON,

13 RICHARD RHODE,
14 called as a witness and having been first duly sworn
15 to tell the truth, the whole truth, and nothing but
16 the truth, was examined and testified as follows:

17 THE COURT: You're under oath. Answer
18 any questions from Mr. O'Kelley.

19 DIRECT EXAMINATION

20 BY MR. O'KELLEY:

21 Q Good afternoon, Mr. Rhode. Would you please
22 tell His Honor how you're employed?

23 A I'm presently employed by Banks Construction
24 Company. I'm the survey division manager of the
25 company.

1 Q And prior to your work with Banks, how were
2 you employed? What'd you do for a living?

3 A I was -- I went to -- graduated from college
4 in 1974 and I worked under a registered surveyor until
5 1987. And became registered in 1987.

6 Q And you've been licensed ever since?

7 A I have.

8 Q All right. And in terms of the matter that
9 brings us here today, it's my understanding that you
10 completed a survey and plat that we have marked as
11 Exhibit number 2. Do you recognize that document?

12 (Plaintiff Exhibit 2 was marked for
13 identification.)

14 A I do.

15 Q All right. Sir, if you could, please tell
16 the court how you came to produce that plat?

17 A This plat was a retracement of an exist --
18 two existing plats. One from Mr. Hager dated '05
19 regarding cabinet K-157, and Mr. Albert Ray Judy May
20 23, 2007, regarding cabinet L, page 67, sheet 3.

21 Q And the plat that's K-157 is Exhibit number
22 1 and the enlarged, demonstrative blowup that's to
23 your right?

24 A That's correct.

25 Q All right, sir. So you relied on Mr.

1 Hager's work in drawing up your own plat; correct?

2 A I surveyed the 42 -- 42.36-acre residual
3 area.

4 Q And that's what you were hired to survey;
5 correct?

6 A That's correct.

7 Q All right, sir. And tell the court how it
8 works in terms of when you're surveying certain
9 acreage, that's all you're surveying. You're not
10 surveying the surrounding properties; correct?

11 A That's correct.

12 Q And in terms of lots 1, 2, 3, 4, and 5, you
13 weren't hired to make determinations about those lots;
14 correct?

15 A I -- I was required to make sure -- were
16 with the -- the corners that's depicted on the -- of
17 the -- of the properties.

18 Q So in other words, when you were doing your
19 survey, you had to confirm what Mr. Hager found;
20 correct?

21 A Correct.

22 Q And were you able to do that, sir?

23 A Some of the corners were wrong, and some
24 were obliterated, and I had to reestablish.

25 Q And why would they have been obliterated?

1 A Have no clue. They just weren't there.

2 Q They just weren't there; correct?

3 A That's correct.

4 Q And that could happen for various reasons,
5 we just don't know; right?

6 A Just don't know.

7 Q Okay. In terms of your plat, were you able
8 to make any determination about the pond and whether
9 the lots on Mr. Hager's plat were actually waterfront
10 or not?

11 A Well, at that time -- there is a line on my
12 plat that -- that shows a jagged line, which is the
13 approximate water line at that time.

14 Q And water lines can change over time, can't
15 they?

16 A It's according to whether they'd
17 controlled -- controlled structure.

18 Q For example if it rains a lot, or if we've
19 been in a drought, or if it's as you said a controlled
20 structure with a dam. Lots of variables; correct?

21 A Lots of variables.

22 Q All right. And did you make any
23 determination about whether lot 3 was actually --

24 A I did not survey lot 3. My -- my survey was
25 for the residual.

1 MR. O'KELLEY: Thank you, Mr. Rhode.

2 MR. SMITH: I have no questions, Your
3 Honor.

4 THE COURT: May I see the survey,
5 please, sir?

6 THE WITNESS: Sure.

7 THE COURT: Thank you very much. I
8 have no questions. Do you have any questions, Mr.
9 Little?

10 MR. LITTLE: No, Your Honor.

11 THE COURT: All right. That concludes
12 your testimony, sir. Thank you.

13 THE WITNESS: Thank you.

14 MR. O'KELLEY: And Your Honor, at this
15 time I call Elliotte Quinn to the stand.

16 THE COURT: State your name for me,
17 please, sir.

18 MR. QUINN: Elliotte Quinn.

19 WHEREUPON,

20 ELLIOTTE QUINN,
21 called as a witness and having been first duly sworn
22 to tell the truth, the whole truth, and nothing but
23 the truth, was examined and testified as follows:

24 THE COURT: You're under oath. Answer
25 any questions from Mr. O'Kelley, please.

DIRECT EXAMINATION

1
2 BY MR. O'KELLEY:

3 Q Good afternoon, Mr. Quinn. How are you
4 doing?

5 A Doing well.

6 Q Good. Would you please give your background
7 to His Honor in terms of education, work history,
8 licensing, all those things?

9 A I -- education-wise, I attended Erskine
10 College and I have a degree in Civil Engineering
11 Technology and Surveying from Midlands Technical
12 College in Colombia -- thank you, sir. I have been a
13 licensed professional surveyor in South Carolina since
14 1985, and I'm also licensed in North -- North Carolina
15 and Georgia.

16 Q And where are you currently working?

17 A I have -- for the past 26 years, I have
18 worked for Thomas and Hutton Engineering Company. And
19 I am one of the stockholders there.

20 Q And Mr. Quinn, I'm going to show you what
21 we've marked as Exhibit number 3. I'm going to have
22 some questions about that document. Tell His Honor
23 how you came to be involved in this case?

24 A I was contacted by your firm to prepare a
25 survey of lot 3 in relation to an existing pond. So

1 we went out, surveyed the lot, and located the various
2 features of the pond.

3 Q And tell His Honor about the "Notes" section
4 of a surveyor's plat. Does that reference what you
5 referenced to come up with this plat. How does it
6 work?

7 A Yes. Well, the notes -- some notes are
8 required and some of the notes we list here really are
9 not so much applicable for this survey. Like flood
10 zone wasn't really a part of what we were doing, but
11 the counties and municipalities require that
12 information. But it also references the taxment
13 number the deed book and page for the ownership of the
14 property and who the property owners are at that time.

15 Q And it states in here that you all did not
16 do a title search; correct?

17 A That is correct.

18 Q Does that ever happen when you do surveying
19 work? Or can it happen?

20 A We do not do title searches, but many times
21 we are provided with a title search for fear -- for
22 fear by our client or an attorney.

23 Q And there was no title search given to you
24 in this case; correct?

25 A That is correct.

1 Q And are there references to old plats in
2 your notes?

3 A In there are no references to the -- to the
4 recorded plates, but in the title of the survey, is
5 the reference to the recorded plat.

6 Q And that would be a plat that we've
7 discussed today. That's plat K-157; correct?

8 A That is correct.

9 Q All right, sir. But your task was not to
10 reference Exhibit 1, the demonstrative K-157. It was
11 to go out there and see what was on the ground, for
12 lack of a better term; correct?

13 A The way I understand my task in this
14 situation was that we were to survey lot 3 in relation
15 to this -- to the K-157 plat as well as the plat
16 prepared by Mr. Rhodes and compare that to what we
17 found on the ground and to the existing pond.

18 Q And you just heard Mr. Rhodes. You've been
19 in the courtroom for some time; correct?

20 A Yes.

21 Q And you heard his testimony saying, I -- he
22 rather, not I. But he, Mr. Rhodes, survey was of the
23 residual property; correct?

24 A Correct.

25 Q And you understood that when you looked at

1 his plat in connection with yours; correct?

2 A I did. Yes.

3 Q And you understood Mr. Hager's plat said,
4 "proposed pond, lot 3" which the title was supposed to
5 have .12 acres on the pond; correct?

6 A That' is the way Mr. Hager's plat is -- is
7 labeled, yes.

8 Q All right, sir. And Mr. Quinn, what did you
9 discover when you went out to the property? Just walk
10 us through your plat, in other words.

11 A Okay. My crews surveyed lot 3. Found all
12 of the corners of lot 3, which the back to corners --

13 Q And you're pointing to --

14 A -- at the northeast corner and the northwest
15 corner of lot 3, were actually offsets to the actual
16 corner of the lot. I believe there's 17 feet or --
17 yeah, 17 fee on the -- on the plat. They are set
18 along the bank of the -- pond. And we also surveyed -
19 - we -- because of the issue in which we were made
20 aware of going in, we also located the back corners of
21 lots 2 through 4. And the intermediate corner on the
22 rear line of lot 1. So we verified this entire back -
23 - monumented back line.

24 Q And you stated a second ago, there were
25 corners along the bank. Explain what you mean by

1 that.

2 A Well, the corners are not at the -- at the
3 lot line. So the corner is along the sidelines, at an
4 offset from the actual corner of the lot, so the
5 monument to the corner is an offset to the actual
6 corner.

7 Q And in terms of where the pond it, does the
8 water level of the pond matter, in your mind?

9 A Well, it mattered in our mind because
10 that's -- our task was to locate the pond in relation
11 to the -- to the property corners.

12 Q And what did you ultimately determine?

13 A We determined that the water line of the
14 pond, the actual water level of the pond was beyond
15 the -- the bounds of lot -- well, 2, 3, 4.

16 Q But you didn't make a determination about
17 ownership of that section that was beyond the bounds;
18 did you, sir?

19 A No. Ownership is a legal term, not a
20 surveying term.

21 Q That's for His Honor to decide?

22 A Exactly.

23 Q And no one's asked you your opinion about
24 that; have they, sir?

25 A No, they have not.

1 Q They've only asked you your opinion about
2 what you found on the dirt; correct?

3 A That is correct.

4 MR. O'KELLEY: Thanks, Mr. Quinn.

5 CROSS-EXAMINATION

6 BY MR. SMITH:

7 Q Mr. Quinn, I'm showing you a blowup version
8 of your plat; do you recognize that?

9 A I do.

10 Q And is this the back property line of the
11 Brown's property as it interfaces with the Corrie's
12 property?

13 A Yes, it is.

14 Q Are these lines, the dotted lines, the Xs,
15 those kind of things, were those done by your office?

16 A Yes, they were.

17 Q All right. The first dash/dot line is
18 labeled "Top of waterline." What does that mean?

19 A That was actually the level of the water
20 surface at the date of our survey.

21 Q In the pond?

22 A In the pond.

23 Q Is the edge of the water located on the
24 Brown's property?

25 A No, sir, it is not.

1 Q Is it beyond the Brown's property?

2 A Yes, sir, it is.

3 Q The next line is "slope 33 percent slope
4 this area." Tell me what that is?

5 A So the -- there's the level of the water,
6 and I'm sorry I can't describe this in a way for the
7 court reporter to -- and then there's the -- the top
8 of the dirt, and then it's -- the bank or the slope,
9 that -- the cut of the land going down to the water
10 level is at 33 -- a 33 percent grade. So rise over
11 run, it's .033 [sic].

12 Q And the top of that bank as it descends to
13 the water, is that located solely on the Corrie's
14 property?

15 A Yes, it is.

16 Q Is that beyond the property owned by the
17 Brown's

18 A Yes, it is.

19 Q Do the Browns have any ownership of that
20 sloped area?

21 MR. O'KELLEY: Your Honor, I'm going to
22 object to that. That's for your determination.

23 THE COURT: But the question --

24 MR. O'KELLEY: He's not making that
25 determination.

1 THE COURT: Oh. I'll sustain the
2 objection. I think you can reword it.

3 BY MR. SMITH:

4 Q Is the sloped area located on the Browns'
5 property?

6 A The sloped area is beyond the property area
7 of the Brown's property.

8 THE COURT: You're talking about the 33
9 percent slope; correct?

10 THE WITNESS: Yes, sir. The first
11 level of dirt beyond the water level.

12 THE COURT: Thank you.

13 BY MR. SMITH:

14 Q And again, you were hired by the counsel for
15 the Browns to do this survey; weren't you?

16 A Yes, sir.

17 Q You could have done this survey prior to
18 them filing suit. You could have done it at any time,
19 couldn't you?

20 A Yes, sir. As long as someone was paying me.

21 Q As long as somebody had asked you?

22 A Yes.

23 Q You also surveyed the fence that's located
24 there?

25 A Yes. Yes, we did.

1 Q I'm blowing it up so you can see the Xs. Do
2 the Xs, do they mark the spot of where the fence is?

3 A The Xs are a line type for a fence. It's a
4 straight line with Xs in it to indicate a fence. And
5 the fence is just outside of the platted property
6 lines of the Brown's lot.

7 Q Is the fence that you saw wholly located on
8 the property of the Corries?

9 A Yes, it is.

10 Q All right. I'm going to read you some
11 statements out of the complaint, and I'm going to ask
12 you if you agree with them or not. Paragraph 18 of
13 the complaint says "the defendants George B. Corrie
14 and Shawna Corrie have owned their property since
15 2021. Since taking ownership, they have fenced off
16 access to the pond on the north side of their property
17 and are prohibiting the plaintiff's quiet and
18 enjoyment of their land. Have the Corries, in fact,
19 placed any fencing on the Brown's property?

20 MR. O'KELLEY: Your Honor, I think that
21 calls for a legal conclusion.

22 THE COURT: No. Overruled.

23 BY MR. SMITH:

24 Q Have the Corries put any fence, whatsoever,
25 on the Brown's property?

1 A The Corries have not put any fence within
2 the platted lines of the Brown's property.

3 Q Paragraph 19, it states, "The plat dated May
4 28, 2005, which is the proposed pond plat, recorded on
5 June 21, 2005 in the Office of the Register of Deeds
6 in book K, page 157, clearly shows Plaintiff's
7 property," -- the plaintiff's are the Browns -- "lot 3
8 contains three and a half acres of which .012 [sic]
9 acres is in the pond, which the defendants, George and
10 Corrie H. and Shawna Corrie have fenced off." In
11 fact, have the Corries fenced off any of the property
12 that belongs to the Browns?

13 A No, sir. As I stated before, the fence lies
14 just beyond the platted lines of the -- you know, the
15 Browns property.

16 Q And the only thing that the fence does is
17 separates the Brown's property from the Corrie's
18 property; correct?

19 A I guess I could agree with that. Yes.

20 Q Have they, in fact, denied the Browns with
21 that fence, any access to any part of their property?
22 The Brown's property?

23 A No, they have not.

24 Q "The defendants George B. Corrie" --
25 Paragraph 20 -- "George B. Corrie, II, and Shawna

1 Corrie, plat dated October 13, 2018," -- which is the
2 one we just heard from a previous witness -- "and
3 recorded on December 17, 2018, at the Office of the
4 Register of Deeds in book M, at page 159 does not
5 survey Plaintiff's property and incorrectly shows no
6 ownership interest in the pond for the owners of lots
7 1 through 4 on the 2005 plat." In fact, didn't you
8 look at the other plats? The other two plats?

9 A I did look at the other two plats. Yes,
10 sir.

11 Q And I think you testified in your deposition
12 that they're withing a hundredths of a degree of being
13 agreeable; right?

14 A Yes. The -- all of the plats
15 involved -- the surveys of all check within reasonable
16 tolerances within.

17 Q Do any of the surveys, including yours, show
18 any ownership interests in the water part of pond?

19 A To where the water is currently located, no.

20 Q If you define the pond as beginning at the
21 slope, and we'll get to this now, the Corries could
22 have ownership of part of the pond; couldn't they? If
23 you look at -- I'm sorry, I don't want to talk about
24 ownership -- you look at your next line, "top of
25 slop." See it up there?

1 A Yes.

2 Q That's in the Brown's property; correct?

3 A It is.

4 Q Tell me what that slope is.

5 A So the Brown's property, from our survey, is
6 relatively flat, and then reaches that point where we
7 labeled as "top of slope," and then it starts a much
8 deeper slope off into the pond.

9 Q And I'm going to show you some pictures
10 which have admitted into evidence as Defendant's
11 Exhibit number 1. Is that a picture showing that
12 slope?

13 A That's this top one?

14 Q That's the top picture.

15 A Yes, it is. That is the slope. The top of
16 slope would be right here.

17 THE COURT: Okay.

18 BY MR. SMITH:

19 Q And the black fence that's shown in that
20 picture is the Brown's property; correct?

21 A Correct.

22 Q And then you have the general slope that
23 goes down to the more steep slope that you were
24 talking about earlier?

25 A Yes.

1 Q So if you define "pond" as starting at the
2 top of that gradual slope, they could, in fact, have
3 part of it on their property; couldn't they?

4 A Yes, they would.

5 Q And that's what you went by in your
6 deposition. Depends on how you define "pond," which I
7 finally got?

8 A That is correct.

9 Q All right. But as we are here today, the
10 water part of this, where the water's located, isn't
11 located at all on the Brown's property; is it?

12 A At the current water level, it's not located
13 on the Brown's property.

14 Q The fence isn't located on the Brown's
15 property, it's on the Corries property; correct?

16 A That is correct.

17 Q Paragraph 27 of the complaint says,
18 "Defendants George B. Corrie and Shawna Corrie," which
19 are my clients who constructed the fence, "have
20 constructed a fence blocking Plaintiff's access to a
21 portion of the pond they are entitled to and continue
22 to trespass on Plaintiff's property." Is the fence,
23 in any way, located on the plaintiff's property?

24 A The fence is not located on the Brown's
25 property based on our survey.

1 Q Is the fence in any way blocking access to
2 the Browns to any part of their property?

3 A No, it is not.

4 Q The paragraphs that I've read to you could
5 have been discovered before this lawsuit's filed?

6 MR. O'KELLEY: Your Honor, that calls
7 for speculation, he could have --

8 THE COURT: Sustained.

9 BY MR. SMITH:

10 Q The elements of this that you looked at, the
11 water level, the slope, the fence, all existed prior
12 to the lawsuit; right?

13 MR. O'KELLEY: Your Honor, again, he
14 doesn't know.

15 BY MR. SMITH:

16 Q Well, according to the complaint. They
17 filed a complaint alleging existence of a fence;
18 right? I read these paragraphs to you in the
19 complaint; correct?

20 A Yes. Yeah.

21 Q So if they're alleging in the complaint that
22 there's a fence there denying access, can't we just
23 assume there's a fence there just like they put in the
24 complaint?

25 A I don't know if I follow your question.

1 Q Well, their allegations in the complaint are
2 that the Corries constructed a fence which blocks them
3 from access of their property. Isn't that one of the
4 allegations of the complaint?

5 A That is what you read. Yes, sir.

6 Q So can you and I assume that if they alleged
7 it in the complaint, that fence, in fact, existed?
8 This isn't something they dreamed up? That it existed
9 prior to the complaint?

10 A I would think so, yes.

11 Q The existence of the fence, the slope, the
12 water, all of that could have been determined prior to
13 the lawsuit being filed; couldn't it?

14 MR. O'KELLEY: Same objection, Your
15 Honor.

16 THE COURT: Sustained.

17 BY MR. SMITH:

18 Q The water's existed there for some time;
19 hasn't it?

20 A I would have to assume so, yes.

21 Q The bank's been there for some time; right?

22 A Yeah. Yes, sir.

23 Q The slope's been there for some time; right?

24 A I would have to assume so, yes.

25 Q The fence was there before this lawsuit was

1 filed; right?

2 A It sounds that way, yes.

3 Q If the plaintiffs had hired you to go out
4 there and look at that beforehand, you could have
5 found all those things; couldn't you.

6 THE COURT: Repeat your last question.

7 BY MR. SMITH:

8 Q The water's been there for some time; right?

9 A Yes.

10 Q The slope's been there for some time; right?

11 A Appears that way, yes.

12 Q The gradual slope's been there for some
13 time; right?

14 A I would think so, yes.

15 Q And the fence we've just talked about
16 because it's alleged in the complaint, existed prior
17 to the filing of the complaint; right?

18 A It would seem so, yes.

19 Q Those items you could have found prior to
20 this lawsuit being filed?

21 MR. O'KELLEY: And that's my objection;
22 Your Honor.

23 THE COURT: Sustained. He wouldn't
24 have knowledge of what was said before he did his
25 survey.

1 MR. SMITH: Your Honor, he determined
2 that it had been there for a long period of time. You
3 could look at it and tell.

4 MR. O'KELLEY: That's a matter of
5 argument, I think. I don't think this witness can
6 testify to what he didn't see before he went out to
7 the property.

8 MR. SMITH: Sorry.

9 THE COURT: It's hypothetical. It's a
10 possibility issue. But certainly a matter that you
11 can argue based on his testimony thus far.

12 MR. SMITH: I don't have any other
13 questions, Your Honor.

14 THE COURT: Thank you, Mr. Smith.

15 MR. O'KELLEY: Please stay, Mr. Quinn.

16 REDIRECT EXAMINATION:

17 BY MR. O'KELLEY:

18 Q If you'll just read the property description
19 of what lot 3 is into the record, please, sir?

20 A Lot three is more particularly shown on that
21 certain plat entitled "Plat to show the subdivision of
22 a portion of a 65.25-acre tract surveyed to show --

23 Q Please slow down just a bit for the
24 reporter. I just saw her hands flying.

25 A Sorry about that.

1 Q I just saw her, like, frantically typing, so
2 just -- let's go a little bit slower.

3 A Survey for Paul W. and Madelyn W. Jones
4 located six miles southeast of Grover, Dorchester
5 County, South Carolina, dated February 6, 2005,
6 revised May 28, 2005. Prepared by Raymond B. Hager,
7 South Carolina RLS number 15185, and recorded in Plat
8 cabinet K, page 157.

9 Q All right, sir. It is what was being
10 transferred there was lot 3; correct?

11 A Correct.

12 Q And it says lot 3, 3.6 ac total; correct?

13 A Yes. 3.5 acres total, and 0.12 acres pond.

14 MR. O'KELLEY: Thank you, Mr. Quinn.

15 RE-CROSS-EXAMINATION

16 BY MR. SMITH:

17 Q Mr. Elliotte, you went out to this property;
18 didn't you?

19 A Not personally, no, sir.

20 Q It's been surveyed by your crew?

21 A Yes, it has.

22 Q And based on the survey that your crew did,
23 they sent you the measurements and send you the
24 points, and you've looked at this plat that shows a
25 proposed pond. Isn't it your testimony that the pond

1 just wasn't built where it's shown on that plat? The
2 2005 plat?

3 A As I said in my deposition, it depends on
4 how you define "pond".

5 Q I understand. That's where we got into it.
6 The water portion of the pond, it's not as shown on
7 that plat; is it?

8 A It is not reflected by the line showing
9 "proposed pond" on that plat, correct.

10 Q The actual water portion of the pond is not
11 as shown as it's show on that as "proposed pond";
12 correct?

13 A Correct. As outlined in the "proposed
14 pond."

15 Q The previous owner, I guess in 2005, 2006,
16 whenever, just didn't dig it all the way to the edge
17 that's shown on that plat; correct?

18 MR. O'KELLEY: Your Honor, he has no
19 idea what the previous owner did or didn't do.

20 THE COURT: I'll sustain the objection.
21 Try another way, Steve.

22 BY MR. SMITH:

23 Q The pond is not as constructed as was shown
24 on that plat; is it?

25 A The water level, the line of the pond, is

1 not constructed as shown on that plat, correct.

2 MR. SMITH: All right. I don't have
3 any other questions, Your Honor.

4 MR. O'KELLEY: Nothing further, Your
5 Honor.

6 THE COURT: Mr. Little?

7 MR. LITTLE: No questions, Your Honor.

8 THE COURT: No questions from Mr.
9 Little. All right. Thank you very much. Appreciate
10 your help.

11 THE WITNESS: Yes, sir.

12 MR. O'KELLEY: Your Honor, I'm happy to
13 report that because of the professionalism of opposing
14 counsel and the way we've been able to short circuit
15 things, that's all we've got for our case. I mean,
16 it's only three o'clock, but at this time, I would
17 make a motion for a directed verdict in my clients'
18 favor, based on the testimony that's come in. No
19 one's refuted the deed unto my client's that
20 references the plat that's the demonstrative exhibit
21 that shows they were supposed to get .12 acres of the
22 pond.

23 Importantly, Your Honor, there have
24 been two stipulations filed for the case. One by the
25 Murrays, who were my client's sellers. And one by the

1 Alls what were the Corries sellers that --

2 MR. SMITH: Your Honor, I'd like to
3 address that. I hate to interrupt, but I'd like to
4 address that privately with you and with Counsel.
5 Because I have something to disclose to Mr. Hamlin, I
6 don't want to do it in front of people.

7 MR. O'KELLEY: I don't --

8 THE COURT: Not sure where you were
9 going, I'm not sure what he was going to say. I think
10 as far as getting out of here, we take a little break
11 and let me hear where you're going before we put it on
12 the record.

13 MR. O'KELLEY: Sure.

14 THE COURT: Okay.

15 MR. SMITH: Can we do it in chambers?

16 THE COURT: Sure. I'm going to ask you
17 to come back.

18 (Off the record.)

19 THE COURT: All right. Everyone have a
20 seat. Okay. There was a prior order that's been
21 filed that we're going to revise the prior order that
22 was filed. That's the end of it?

23 MR. O'KELLEY: Correct, Your Honor. It
24 was a stipulation dismissal.

25 THE COURT: You just wanted to clarify

1 something for me that's in the record of the case.

2 MR. O'KELLEY: And we'll submit the
3 revised one at --

4 THE COURT: Later?

5 MR. O'KELLEY: -- at a later date, Your
6 Honor.

7 THE COURT: That's fine. Thank you
8 very much. All right. You may proceed with your
9 argument.

10 MR. O'KELLEY: Yes, sir. And I was
11 making our motion for directed verdict based on what's
12 been presented so far, that no one has disputed the
13 deed unto my clients, aimed to reference that they
14 were supposed to get .12 acres of this pond. We
15 haven't heard anything that says that they weren't.
16 So by virtue of the deed itself, and by the Blue Ridge
17 Realty case versus Williamson and all his progeny, we
18 should be entitled to get that .12 acres. Period.
19 Full stop. End of sentence.

20 Because again, the fact that it is
21 referenced in the actual plat shows that everyone's
22 intent was to get there. You heard from Ms. Madelyn
23 Jones earlier today that that is her signature, but
24 she doesn't remember that plat, but that is her
25 signature. So at some point, there was a pond that

1 was going to be put in. Was contemplated. You also
2 heard from the neighbors, all of whom said they, too,
3 thought they were going to be getting that acreage
4 that's listed on that plat, the K-157 plat, by their
5 deeds. And they, too, were shocked when they found
6 out, "Hey, someone's put a fence across the back."

7 We also, if my clients do own it, Your
8 Honor, then trespass and nuisance should be granted as
9 well, because they own it. Mr. and Ms. Brown
10 testified he's not been allowed to go use the pond or
11 access it or doesn't think his property's worth what
12 it once was, as well. Also, the fence is across the
13 property line, and that's a clear indication of
14 trespass right there. So for those reasons, Your
15 Honor, we think we're entitled to directed verdict, at
16 least as to ownership of the .12 acres.

17 You heard Mr. Quinn say "Well, I don't
18 think the pond is where it was built or where it
19 should be." But you also heard him state, "I'm not a
20 title expert. That's for Your Honor to decide." The
21 case law is clear. If it's referenced in the plat,
22 you should be able to rely on it, you should be able
23 to say, "That property is mine."

24 THE COURT: Mr. Smith?

25 MR. SMITH: Your Honor, I kind of let

1 Mr. O'Kelley go, I've never had a Plaintiff ask for a
2 directed verdict after the close of his case. We
3 haven't even put up our case yet. Normally, directed
4 verdicts are for the defendants because the plaintiff
5 hasn't proven their burden. So I think his motion
6 needs to be denied, because Plaintiff's don't make
7 motions after the close of their case, Defendant's do.

8 THE COURT: Right.

9 MR. SMITH: Your Honor, I make a motion
10 for directed verdict. The Browns haven't carried
11 their burden. I went through their complaint and
12 their key allegations on factual issues with Mr.
13 Quinn. Mr. Quinn said they're incorrect. The
14 allegations are incorrect. If you look at the deed,
15 the deed says Plat to show the subdivision of a
16 portion of 65 acres being shown as designated as lot
17 3, 3.5 acres total. That's what it says. Matter of
18 fact, the total is capitalized. If you look at their
19 deed. If you look at their plat, they have three and
20 a half acres. If you give them .012 [sic] acres
21 they're going to have 6.5612 acres at that point.
22 They're going to have more property than they
23 bargained for. The bottom line of this thing is that

24 --

25 THE COURT: I think you mean 3.625.

1 MR. SMITH: It would be 3.62. You're
2 right.

3 THE COURT: Yes, sir. Okay.

4 MR. SMITH: They would have more
5 acreage than they actually bought. The total is the
6 key to that sentence. 3.5 acres total. Mr. Quinn is
7 an expert. We have three surveyors that all agree the
8 fence is on our property. There is no law in the
9 state of South Carolina that's going to require us to
10 pull a fence down that's located on our property.
11 It's wholly owned, wholly contained on our property.

12 There's no law in this state to save
13 adverse possession, which hasn't been alleged, which
14 would give the Browns any property that my client
15 currently owns. The testimony from the three
16 surveyors is that the Browns don't own any of the
17 property they are seeking to get. Everybody, every
18 surveyor that we have has said that the water line is
19 located beyond the property of the Browns. That's
20 uncontroverted. That's from their own expert. The
21 fence that Mr. Quinn located in his survey is located
22 on our property line. It is not denying them the use
23 of any of their property. They have access to their
24 three and a half acres. They just don't have access
25 to ours.

1 But going beyond, I went down the
2 allegations, the factual allegations of the complaint,
3 and Mr. Quinn said they're wrong. Their own expert.
4 The one they hired to try to get this case to the
5 finish line. He said every one of their allegations
6 is wrong. They haven't proven anything other than Mr.
7 Brown thinks as a layman that he's entitled somehow to
8 access this pond. I mean, that's it. That's the only
9 thing they've proven. But that's not the law.

10 Your Honor, one of the things that's
11 lost in this is there has been a case that talks about
12 ponds and the property underneath. If somebody owns
13 the dirt underneath the pond, they own the pond. They
14 own the surface water of the pond. You heard one of
15 their witnesses say "Well, just because they own the
16 dirt underneath it doesn't mean they own the water on
17 top." That's case law. Case law is exactly the
18 opposite. The case is White Mills Colony versus
19 Williams. 363 South Carolina 117, 609 south east 2nd,
20 311.

21 And it says that "The owner of
22 subaqueous land under a non-navigable man-made
23 pond" -- I mean, this case could be any more on point
24 than what we have here. By the way, it's an old dirt-
25 bed in the White Mills Colony case. "Owner of

1 subaqueous land under a non-navigable, man-made pond,
2 has exclusive right to the use of the surface water
3 above its property. And could exclude all others from
4 access to those waters, including the other owners of
5 land abutting the pond. Abutting landowners did not
6 have any littoral right of access to the pond."

7 That's the ruling in that case. It couldn't be any
8 more direct on-point in this case, except one fact.
9 They don't have any land abutting the water. They're
10 five feet away. Six feet away. Whatever the plat
11 shows.

12 So even if this court found -- well, I
13 don't know how the court could find -- that they're
14 entitled to that strip of land between themselves and
15 the pond. You would have to be taking the Corries
16 property without compensation. There is no,
17 absolutely no law that allows you to do that. Your
18 Honor, they haven't proven their case. Matter of
19 fact, completely the opposite. Their expert said
20 they're wrong. Said their allegations of the
21 complaint are wrong. Their relief is wrong. In their
22 relief, what are they asking for? They're asking that
23 we take down the fence. The fence located on our
24 property.

25 They're asking that this court enjoin

1 the defendants from blocking Plaintiff's access to
2 their property by removing the fence. We've had
3 testimony that they don't own anything on the other
4 side of the fence. Matter of fact, the fence is on
5 our property. That's the uncontroverted facts as they
6 exist right now. Mr. Brown says as a layman, I should
7 have it. They're also asking for attorney's fees and
8 cost under 15-53-100. Well, you know what that
9 section says in the deck action. It says that this
10 court can award costs that it determines to be
11 equitable. I can give you the case law, there's
12 several cases. I've got it. That say that part of
13 those costs the court can order attorney's fees. And
14 I can submit those cases to you in a deck action.

15 Your Honor, what is equitable? And you
16 can tell I've been getting to it, even with the
17 objections, you can tell what I've been trying to do.
18 There's no doubt in this courtroom, in this county, in
19 this world that we're right. That the Browns have no
20 property rights to anything beyond their property
21 line. Completely contradictory to what their
22 complaint says. At this point, we're wasting time.
23 We're wasting fees, we're wasting costs. I brought
24 that up to the court during summary judgment motion,
25 that this could be over. This should be over at that

1 point, but now we've incurred another bit of
2 attorney's fees. I understand the court's position on
3 the ruling on the summary judgement. I do. I get it.
4 I understand Mr. O'Kelley's position. I get it.

5 But the problem is is the facts aren't
6 there. Nothing they've proven today, nothing in case
7 in chief supports their position whatsoever. Their
8 own expert completely says the allegations of the
9 complaint as I read to them are wrong. Those
10 allegations are the factual allegations of the
11 complaint. The only testimony that you have at this
12 point is layman's testimony that somehow, they have a
13 right to it because their deed says it. Their deed
14 says they got three and a half acres. Even Your Honor
15 brought up at the summary judgment motion, "Well, it
16 kind of depends on what your definition of pond is."
17 Just like Mr. Quinn said. It could be that slope.

18 You know, if you take that slope, that
19 may be their .12 acres. I don't know. But they don't
20 have any rights to anything located on our property,
21 which is the water. They have none. And this court
22 can't give them any. There's no legal principle that
23 would allow this court to take property from my
24 clients and give it to the plaintiffs, which is what
25 they're asking you to do. Your Honor. Clearly,

1 clearly, clearly at this point, not only has the
2 plaintiff not carried his burden, but completely the
3 opposite. We've proven our case through their
4 witnesses. For those reasons, Your Honor, I'd ask for
5 a directed verdict.

6 THE COURT: All right. Now, Mr.
7 O'Kelley, your motion was a bit premature.

8 MR. O'KELLEY: Yes, sir.

9 THE COURT: Do you want your argument
10 to serve as your counterargument for his motion, which
11 is really a motion for non-suit.

12 MR. O'KELLEY: That's correct. All
13 right. And Your Honor, the key is here is that what
14 we're asking for is confirmation of .12 acres pond.
15 You heard from my client, a layman, who's entitled to
16 rely on the plain language of his deed that he gets
17 .12 acres. You also heard from the neighbors who said
18 they also thought they were getting some --

19 THE COURT: Here's what I've been
20 troubled with this case. Mr. Smith has brought up the
21 Williams case, which is the rule in South Carolina.
22 You've brought up the Blue Ridge case, which is the
23 rule in South Carolina. I have not looked this up, is
24 the Williams case a case in which the lots were
25 subdivided from a common plat that showed a pond on

1 the property?

2 MR O'KELLEY: And Your Honor, in full
3 candor, I don't know that other case, so I probably --

4 THE COURT: I don't either. I just --

5 MR. O'KELLEY: -- so I probably should
6 read it.

7 THE COURT: I mean, the Blue Ridge line
8 case is its progeny, and its successive rules say,
9 essentially -- and these were streets and roads on a
10 plat that were never developed -- that the owner of
11 the lot that took the property according to the plat,
12 had a private access easement to those other roads and
13 streets. And generally, you will look at areas such
14 as recreation areas with the same caution, that if you
15 take property according to a plat in which the
16 recreation area is shown, the party who acquires that
17 lot acquires a private access interest to the
18 recreational area.

19 My question is whether or not that line
20 of reasoning and those cases can or does apply to a
21 case in which property subdivided with reference to a
22 "proposed pond" and whether the Blue Ridge cases will
23 control, or whether the Williams case, which is hard
24 and fast you own the subsurface, you own the ground
25 underneath it, you own the water over it. I

1 understand that. My concern is really, how and if
2 there is a distinction in Williams that takes into
3 account the Blue Ridge line of cases. So I think at
4 this point, I'm going to deny the motion for non-suit,
5 and I'll hear from the defendants on their case and
6 sheet.

7 MR. O'KELLEY: And Your Honor, can we
8 take a five-minute comfort break?

9 THE COURT: Sure.

10 MR. O'KELLEY: Thank you.

11 (Off the record.)

12 THE COURT: State your name for me,
13 please.

14 MR. CORRIE: George Bruce Corrie.

15 THE COURT: All right. Mr. Corrie,
16 would you answer this question for me, please?

17 WHEREUPON,

18 GEORGE BRUCE CORRIE, II,
19 called as a witness and having been first duly sworn
20 to tell the truth, the whole truth, and nothing but
21 the truth, was examined and testified as follows:

22 THE COURT: You're under oath. Answer
23 any questions from Mr. Smith.

24 //

25 //

1 DIRECT EXAMINATION

2 BY MR. SMITH:

3 Q Bruce, I'm going to keep this short and
4 sweet. Are you the owner of the residual tract of
5 property that was subdivided from the other tracts?

6 A Yes, sir.

7 Q And prior to putting up your fence, which
8 separates the other property owners from the water
9 level of the pond, did you get a surveyor to show you
10 where the line was?

11 A Yes, sir.

12 Q And did you put your fence on the inside of
13 that property line?

14 A That is correct. Yes, sir.

15 Q And so it's located wholly on your property?

16 A Yes, sir, it is.

17 Q And the pond is wholly located --

18 A Yes, sir, it is.

19 MR. O'KELLEY: Your Honor, I'm going to
20 object. These are questions asking for opinion.

21 MR. SMITH: He's the property owner,
22 Your Honor.

23 THE COURT: He's a party, he can give
24 an opinion. But I mean, maybe you might want to
25 rephrase your question somewhat.

1 BY MR. SMITH:

2 Q You had a surveyor show you where the
3 property line was prior to putting up your fence?

4 A I did. Yes, sir.

5 Q And did you put up your fence in accordance
6 with the line that he gave you, so it'd be on your
7 property?

8 A I did.

9 Q Everything on your side of the property
10 line, what does that entail?

11 A The pond and -- and the subsequent land.

12 Q So there's the fence --

13 A Oh, yes.

14 Q Then what's on the other side of the fence?

15 A Between the fence and the water, in places
16 it can be as much as three to 15 feet of land.
17 Then -- then you have the water.

18 Q And is that located on your side of the line
19 your surveyor told you about?

20 A Yes, sir.

21 Q Did you ever grant any --

22 MR. O'KELLEY: I'd like to front an
23 objection about hearsay about what another person told
24 Mr. Corrie he's telling the court about.

25 MR. SMITH: These guys have testified

1 today.

2 THE COURT: I'm going to let him
3 testify today to what he's asking. If I find that
4 it's beyond the breach, I will disregard it.

5 MR. O'KELLEY: Thank you, Judge.

6 BY MR. SMITH:

7 Q Did you give any of these neighbors access
8 to the pond?

9 A No, sir.

10 Q Have you ever given them any kind of access
11 because it's a common entertainment element of a
12 subdivision?

13 A Absolutely not.

14 Q Do you own all of the dirt under the pond?

15 A Yes, sir, I do.

16 MR. SMITH: I don't have any other
17 questions, Your Honor.

18 THE COURT: Mr. O'Kelley?

19 MR. O'KELLEY: Thanks, Your Honor.

20 CROSS-EXAMINATION

21 BY MR. O'KELLEY:

22 Q Who owns lot 1 as shown on this plat, sir?

23 A That would be Steve and Mary Womble.

24 Q And Steve and Mary Womble use this pond; do
25 they not?

1 A They own that section. You see where the
2 survey line goes right across the water.

3 Q And you're talking about this section here?

4 A Yes, sir.

5 Q All right, sir. And in terms of lots 2, 3,
6 and 4, there's a section on this plat that goes across
7 the water, too; isn't there?

8 A Yes, there is.

9 Q Okay. But you blocked access for those
10 lots; correct?

11 A I put a fence on my property line.

12 Q Your testimony is that lot 1 has access
13 because the lot line is shown on this plat; correct?

14 A Correct.

15 Q And I asked you if lots 2, 3, and 4 also
16 have access as shown on this plat, and you said yes;
17 correct?

18 A That proposed pond is not on that side of
19 the property line.

20 Q That wasn't my question.

21 A Oh, I know.

22 Q My question is --

23 A I see where you're going with it, but yeah.

24 THE COURT: Excuse me, one second. Mr.
25 Corrie?

1 THE WITNESS: Yes, sir.

2 THE COURT: Please don't argue with
3 him.

4 THE WITNESS: Okay. I don't mean to,
5 sir.

6 THE COURT: I know you don't. I just
7 want to remind you.

8 THE WITNESS: Okay. Will you ask the
9 question again?

10 BY MR. O'KELLEY:

11 Q Yes, sir. Lot 1 you said has access because
12 of the "the way the property line is shown running --

13 A Yes, sir.

14 Q Let me just finish. Running north/south on
15 this plat; correct?

16 A Correct.

17 Q And then there's also access for lots 1, 2,
18 3, and 4 for the property line running east/west on
19 this plat; correct?

20 A Sure.

21 Q Were you here for when Ms. Regan testified,
22 sir?

23 A Yes, I was.

24 Q All right. And you've been put on trespass
25 notice by somebody for the county?

1 A By -- by the sheriff's department. Yes,
2 sir.

3 Q Okay. And why is that?

4 A Because erecting the fence, I stepped on her
5 property.

6 Q It's not because this fence is on her
7 property; is it?

8 MR. SMITH: Your Honor, that's
9 irrelevant. We're not here about that, today.

10 MR. O'KELLEY: All right. I change --

11 MR. SMITH: We're trying three
12 different cases at this point.

13 THE COURT: Hold on. Let's figure out
14 what you're getting -- what's the purpose of that line
15 of questioning?

16 MR. O'KELLEY: Sure. He just said lot
17 1 has access to the pond because of the way the
18 property lines are on this plat. And then he's
19 saying, "Well, I don't think these people have access,
20 but he's on trespass notices to this lot. We've sued
21 him as to lot 3, lot 2s here saying they thought they
22 had access as well. So you can't have it both ways.
23 You live by the sword; you die by the sword.

24 THE WITNESS: Can I say something,
25 Judge?

1 THE COURT: I understand what you're
2 trying to say. Go ahead and ask him the question Mr.
3 O'Kelley. I don't think that the trespass issue is of
4 the lot 4?

5 MR. O'KELLEY: It's lot 4.

6 THE COURT: I really don't think that's
7 relevant to this particular case.

8 MR. O'KELLEY: Understandable. I'll
9 change tactic, Your Honor.

10 BY MR. O'KELLEY:

11 Q Have you been digging out this pond at all,
12 sir? And Mr. Corrie, remember that you're under oath.

13 A No, sir. No, sir.

14 Q You never received any warnings from DHEC
15 about digging out the pond?

16 A No, sir.

17 Q You never received anything from the county
18 saying, "Don't dig out the pond"?

19 A No, sir.

20 Q Has Mr. Womble received anything from
21 either --

22 A I have no idea.

23 Q All right, sir. Let me show you the deed
24 from Madelyn Jones to Anthony Wayne All and Sandra Rae
25 all. Those are the folks who sold you your property;

1 correct?

2 A The Alls, yes, sir.

3 Q Yes, sir. And you paid the Alls \$250,000
4 for your property?

5 A That is correct.

6 Q And that was back in March of '21; correct?

7 A That sounds about right.

8 Q All right, sir. And when did you put the
9 fence across my client's property?

10 A Probably within a month or two after that.

11 Q Okay. And did that fence also run against
12 lots 2 and 4 at the time?

13 A The whole -- the whole edge of that pond if
14 that's what you're asking.

15 Q Okay. And who was the surveyor with whom
16 you spoke about putting up this fence?

17 A Vaughn and Melton.

18 Q And that person's not here today; are they?

19 THE COURT: What's his name?

20 THE WITNESS: Vaughn and Melton.

21 BY MR. O'KELLEY:

22 Q Do you think it'd be important to bring the
23 person who told you you were authorized to do what you
24 had to do? For the judge to listen to that person
25 today?

1 A That's not my responsibility, sir. I think
2 it would be important, yes, but I don't call
3 witnesses.

4 Q And that person isn't here; are they?

5 A Apparently not.

6 Q And you want the court to believe that you
7 put this fence in the right place; correct?

8 A That's right.

9 MR. O'KELLEY: Thanks, Mr. Corrie.

10 REDIRECT EXAMINATION

11 BY MR. SMITH:

12 Q Mr. Corrie, Mr. Elliotte Quinn said you put
13 the fence in the right place; did he?

14 A Yes, sir, he did.

15 Q He said that right there on that stand?

16 A Yes, sir.

17 Q You didn't think it was important enough to
18 bring a fourth surveyor in here today; did you?

19 A No, sir.

20 Q Don't you think it's important for the
21 plaintiff to bring a surveyor with him, just one, that
22 agreed with their position at all?

23 A Yes, I would.

24 MR. SMITH: I don't have any other
25 questions, Your Honor.

1 may sit.

2 MR. O'KELLEY: And Your Honor, I'm
3 going to, unless Your Honor wants to keep it, put the
4 demonstrative away. Unless you want it for throwing
5 darts at it later.

6 THE COURT: I can visualize it.

7 MR. SMITH: And honestly, I was able to
8 float my entire case on the witnesses that he called.
9 That's why.

10 THE COURT: Yes, sir. All right. Mr.
11 O'Kelley. Do you have a motion at this time?

12 MR. O'KELLEY: Certainly, Your Honor.
13 I'll renew what we've already put on the record. I
14 would like time, if at all possible, to review the
15 case that he has referenced that I'm not familiar
16 with. And I think Mr. Smith might need to look at the
17 Blue Ridge Realty case as well, but I'll bring you all
18 the arguments we made earlier under the Blue Ridge
19 case about the fact that the .12 acres are referenced
20 in the plat. You take the subject to a plat, you're
21 supposed to get what you bargained for.

22 THE COURT: What I'd like both of you
23 to do --

24 MR. SMITH: Your Honor, if I could
25 address that.

1 THE COURT: I'm sorry, I forgot. Mr.
2 Smith?

3 MR. SMITH: I can address that. I
4 think I'm familiar with the case that he's citing.
5 That's when you ask the original developer for that.
6 You're going after the original developer, not a
7 subsequent property owner and trying to seize his
8 property.

9 THE COURT: Not really.

10 MR. O'KELLEY: And Your Honor, if I
11 could just address one thing. We're not seizing
12 property, this is not the state coming in and
13 condemning something, we're asking the court to
14 confirm that which we think we already own.

15 THE COURT: Yeah. Let me -- all right.
16 So I'm going to deny your motion.

17 MR. O'KELLEY: Yes, sir.

18 MR. SMITH: And I'd like to renew my
19 motion for directed verdict. They just haven't --
20 they got the benefit of the bargain. They've got
21 three and a half acres, if you do what they're asking
22 you to do, which is to give them access to the entire
23 pond, you're giving them another 30 acres. That's not
24 what they bargained for. They had the ability to get
25 plats done when they bought the property. They didn't

1 do it. They had the ability to do a whole bunch of
2 things to protect themselves. They didn't do it.

3 You heard Mr. Brown say he's never
4 hired a surveyor to look at this property. That's not
5 something I would have done. I would have hired
6 somebody. When I buy a piece of property and I think
7 I have pond access, I would have hired somebody to
8 tell me exactly where that back property line is. And
9 he should have done that. I don't know anybody doing
10 a closing anymore that doesn't do surveys. It's
11 surprising that they closed without a survey. But
12 they were the ones in the best position to protect
13 themselves from the harm that's here.

14 I do agree that he's asking you to
15 seize our property, because in order to give them
16 access, you're going to have to seize that strip of
17 land where our fence is. You're going to have to ask
18 a property owner to remove a fence that's properly
19 located on his property. He didn't give them any
20 access. He didn't make them any promises. They may
21 have a great cause of action against the original
22 developer. They may have a great cause of action
23 against other people. They don't have one against us.

24 THE COURT: Thank you. That motion is
25 denied, Mr. Smith. I want to ask each of you

1 to -- I'm backed up way back. So if you need more
2 time -- but at this stage of these proceedings, there
3 is a question in my mind concerning whether or not
4 Blue Ridge and its progeny and its subsequent cases,
5 that is to say the cases that came before Blue Ridge
6 that resulted in Blue Ridge, and then the cases after
7 Blue Ridge that evolved out of Blue Ridge, whether
8 that line of cases has the effect of creating a --
9 listen to me carefully -- an implied private right of
10 access to the pond. That is the question that I
11 believe is the central question in this particular
12 case, and legally it's a very, very interesting case.
13 Just give me something in the next 30 days on that
14 particular issue, and I'll be glad to look it over.
15 Now, is there anything that the court can do at this
16 stage to assist the parties in any way?

17 MR. O'KELLEY: Just briefly, Your
18 Honor. I was going to discuss the exhibits and all,
19 but we can probably do that off the record, I think.
20 I think we have our marching orders.

21 THE COURT: Okay.

22 MR. SMITH: Nothing from the defendant,
23 Your Honor.

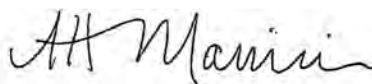
24 THE COURT: Thank you very much. Both
25 of you did an excellent job.

MR. O'KELLEY: Thank you, Your Honor,
(Whereupon, at 3:47 p.m., the
proceeding was concluded.)

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CERTIFICATE

I, ASHLEY MANINI, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



ASHLEY MANINI

Notary Public in and for the
State of South Carolina

CERTIFICATE OF TRANSCRIBER

I, TANYA BROWN, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



TANYA BROWN

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[under - waterfront]

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<p>under 1:22 13:12 15:17 16:20 17:14 22:2 34:7 47:14 59:14 62:6 69:1 78:6 91:17 92:4 95:24 121:22 122:1 123:8 127:22 130:14 134:12 138:18 undergo 25:11 underneath 81:22 82:1,2 121:12,13,16 126:25 understand 11:8 14:12,25 15:5,7 16:1 28:18 30:21,22 86:13,13 87:9 87:9,11 98:13 114:5 124:2,4 127:1 134:1 understandable 134:8 understanding 21:11,14,17 36:25 37:5 38:16,22 43:2 60:13,14 62:23 79:1,3 80:14 92:9 understood 98:25 99:3</p>	<p>undisputed 13:19 unfortunately 13:13 15:23 united 35:2 unknown 1:17 1:25 9:4 83:16 83:19 84:1,4 unrealistic 30:25 use 12:3 42:4 43:16 44:2 64:4 71:19 81:21 88:21 118:10 120:22 122:2 130:24 used 12:3 63:12 71:13 using 42:10 43:6 62:17 85:21 utilities 18:3</p> <hr/> <p style="text-align: center;">v</p> <hr/> <p>v 1:7 vacant 37:23 valued 44:13 variables 94:20 94:21 various 19:23 94:4 97:1 vaughn 135:17 135:20 verdict 115:17 117:11 118:15 119:2,10 125:5</p>	<p>139:19 verdicts 119:4 verified 99:22 version 84:21 101:7 versus 117:17 121:18 view 78:21 virtue 117:16 vis 62:23,23 79:2,2 visualize 138:6</p> <hr/> <p style="text-align: center;">w</p> <hr/> <p>w 1:10,11 4:2 10:12 19:19,19 86:17,18 113:3 113:3 wait 45:18 walk 19:23,24 99:9 137:5 walterboro 34:25 want 11:4 15:9 15:11 29:7 33:18 35:12 45:15,23 49:3 49:16 75:18 76:3,6 77:5 79:18 82:9 106:23 116:6 125:9 128:24 132:7 136:6 138:4 140:25 wanted 20:4 23:21 78:15,22</p>	<p>116:25 wants 88:19 138:3 warnings 134:14 washed 32:3 wasting 123:22 123:23,23 water 13:5,10 13:20 14:7 18:5 51:9,10 51:12,14 52:9 57:8 58:3,14 63:3,12 65:6 65:24 70:8,22 75:10 79:11,18 79:20 81:22 94:13,14 100:8 100:13,14 101:19,23 102:5,9,13 103:11 106:18 106:19 108:10 108:12 109:11 110:12 114:6 114:10,25 120:18 121:14 121:16 122:2,9 124:21 126:25 128:8 129:15 129:17 131:2,7 water's 108:10 110:18 111:8 waterfront 88:15 94:9</p>
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<p>waterline 101:18</p> <p>waters 122:4</p> <p>way 8:18 13:14 16:25 20:4 26:16 27:5 35:12 39:8 45:10,13 65:21 66:3 71:15 72:18,20,20 73:21 75:20 77:11 80:10 83:12 89:19 98:13 99:6 102:6 108:23 109:1 111:2,11 114:16,21 115:14 121:24 132:12 133:17 141:1,16</p> <p>wayne 1:9 9:10 134:24</p> <p>ways 133:22</p> <p>we've 18:20 55:20 89:4 94:18 96:21 98:6 111:15 115:14,15 123:2 124:1 125:3 133:20 138:13</p> <p>wedding 64:20 64:20</p> <p>week 16:24 28:19,20</p>	<p>weeks 11:9,12 36:17 64:7</p> <p>welcome 10:20 34:13</p> <p>went 13:2,21 14:10,12 17:13 42:8 47:3 52:8 65:7,25 70:9 70:21 72:16,17 72:18 79:11,13 79:15 85:16 92:3 97:1 99:9 108:5 112:6 113:17 119:11 121:1</p> <p>west 132:18</p> <p>what'd 92:2</p> <p>whatsoever 13:12 104:24 124:7</p> <p>white 121:18 121:25</p> <p>wholly 104:7 120:11,11 128:15,17</p> <p>wife 37:21 78:19 79:7 80:7 81:3</p> <p>wife's 36:21 78:13</p> <p>williams 121:19 125:21 125:24 126:23 127:2</p>	<p>williamson 117:17</p> <p>wire 42:8,19 65:12,15 74:8 74:12 75:5 80:12,13</p> <p>wires 41:21</p> <p>wise 96:9</p> <p>withing 106:12</p> <p>witness 5:7 6:2 8:17 16:17 22:15 28:22 29:3,10,13,16 29:22 30:1,4,9 30:23 31:7 32:14 33:11,16 33:20 34:4 53:5,9 55:21 56:24 57:2,6,9 59:11,17 61:16 62:3 66:24 67:3 68:9,11 68:11,13,23 73:14,19 78:3 82:7 83:3,8,10 83:13,15,17,20 87:5 90:11,14 91:1,5,7,14 95:6,13,21 103:10 106:2 112:5 115:11 127:19 132:1,4 132:8 133:24 135:20 143:4</p>	<p>witnesses 8:9 8:16 9:13 76:22 121:15 125:4 136:3 138:8</p> <p>woe 12:18</p> <p>womble 38:4 130:23,24 134:20</p> <p>wooden 80:11</p> <p>words 18:7 93:18 99:10</p> <p>work 10:24 17:13 33:19 34:24 92:1 93:1 96:7 97:6 97:19</p> <p>worked 15:25 92:4 96:18</p> <p>working 22:24 96:16</p> <p>works 69:12 93:8</p> <p>world 123:19</p> <p>worth 118:11</p> <p>wrong 47:15 48:18 52:16,17 67:8 93:23 121:3,6 122:20 122:21,21 124:9</p>
			x
			x 5:1 6:1 7:1 xs 51:23 101:14 104:1,2,3,4

[y'all - zoom]

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yesterday 86:8 86:9
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zone 97:10 zoom 49:25

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

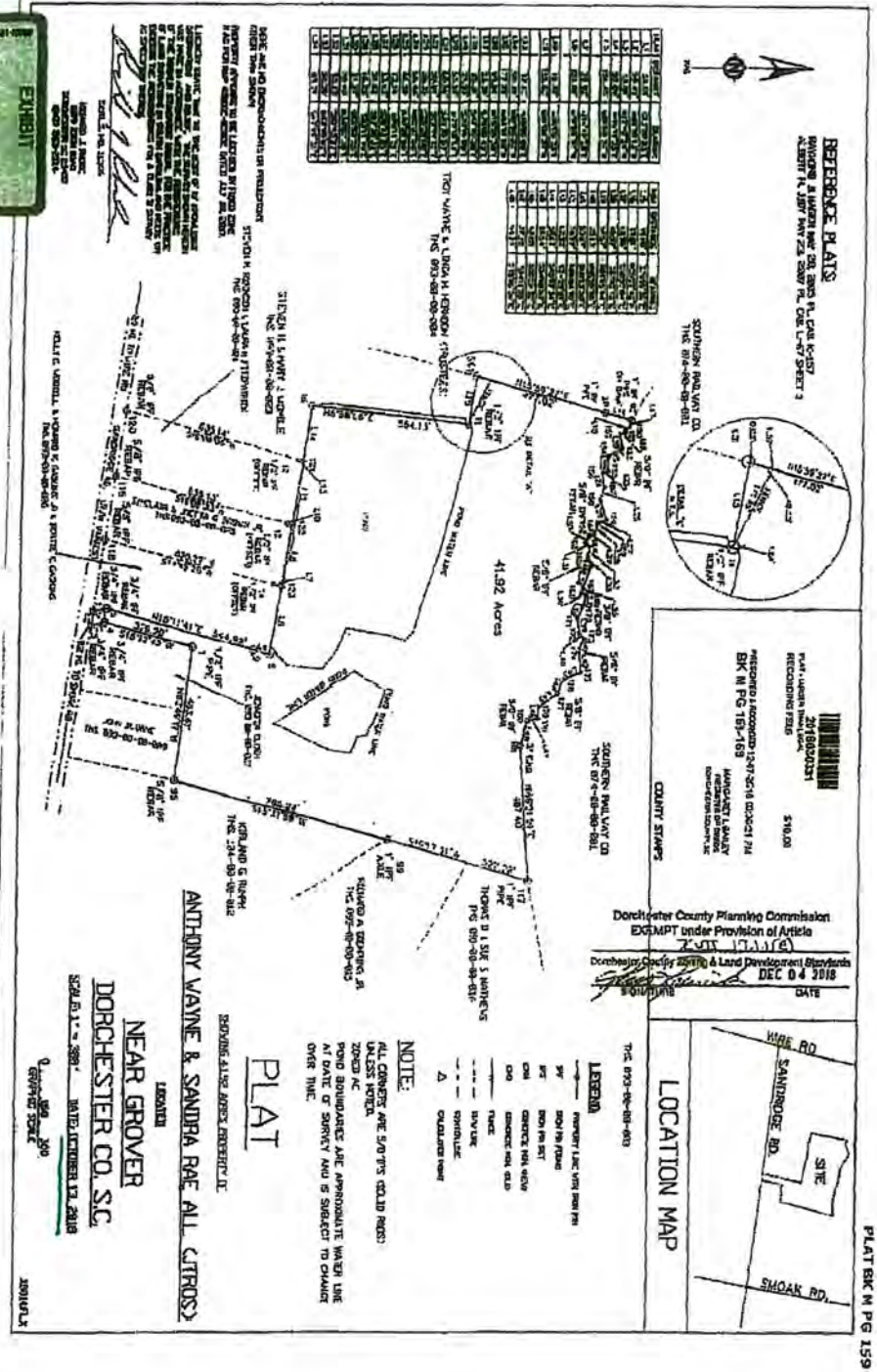
in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

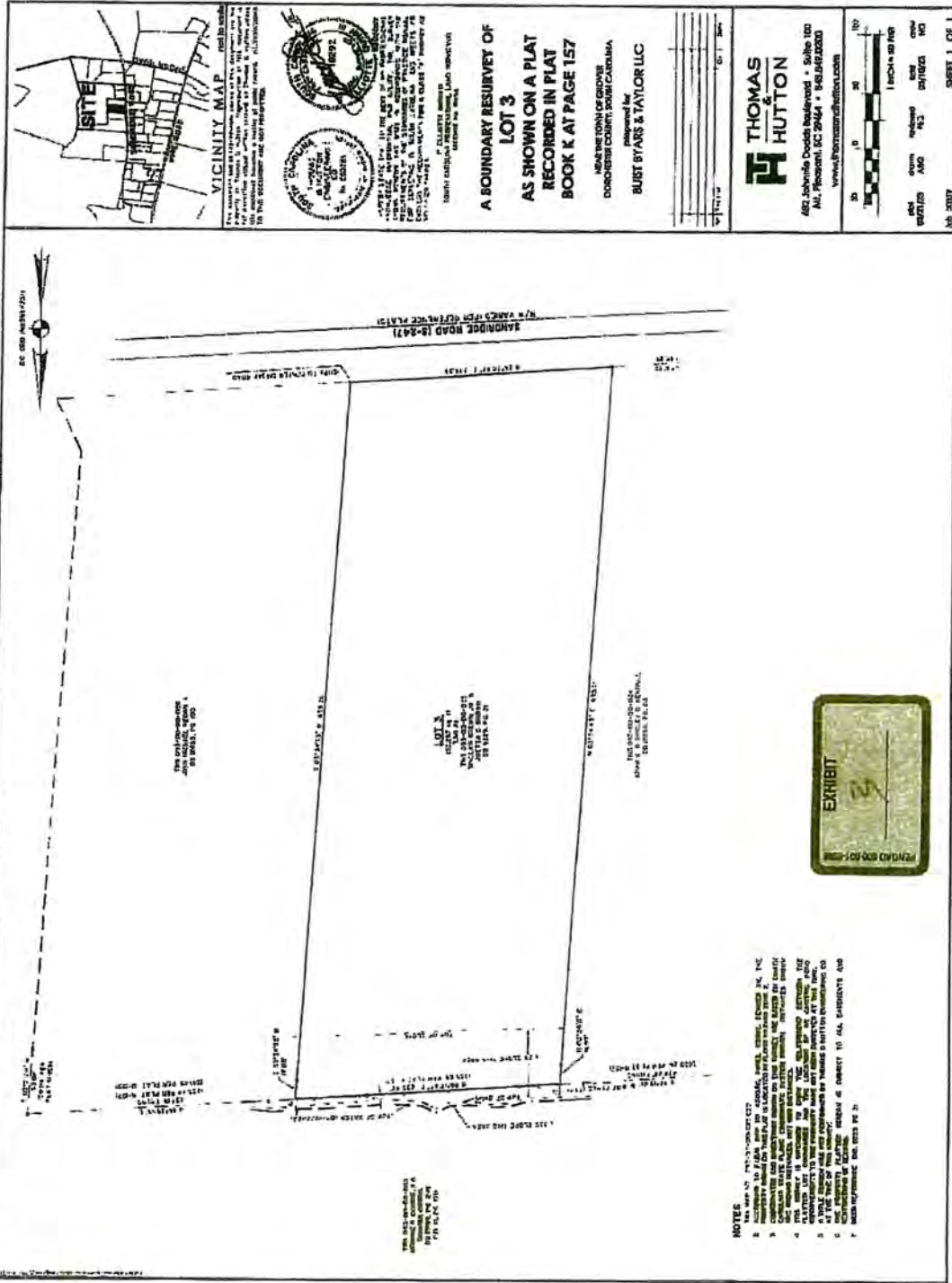
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ELECTRONICALLY FILED - 2022 Jan 20 11:56 AM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801535







Recording Date: 05/25/2011 Instrument: 39 Book: 7897 Page: 274-279

FILED-RECORDED
RMC / ROD

2011 May 25 PM 2:40:28

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 11.00
Exemption #: 12
MARGARET L. BAILEY
Register of Deeds



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**REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181**



Recording Date: 03/10/2011 Instrument: 86 Book: 7824 Page: 257-261

[REDACTED]
RMC / ROD

*RE-RECORDED TO CORRECT TMS#

2011 Mar 10 PM 3:11:07



DORCHESTER COUNTY
SC Deed Rec Fee: 109.20
Dor Co Deed Rec Fee: 46.20
Filing Fee: 10.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



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MARGARET L. BAILEY, REGISTER
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ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

11

FILED/RECORDED
May 23, 2011
DORCHESTER COUNTY
REGISTER OF DEEDS

FILED/RECORDED
March 10, 2011
DORCHESTER COUNTY
REGISTER OF DEEDS

* Resecord to correct
Tues # deleting 030

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that we, **PAUL W. JONES and MADELYN W. JONES**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FORTY-TWO THOUSAND AND 00/100 (\$42,000.00) DOLLARS**, and subject to the restrictions, exceptions and limitations as hereinafter set forth, if any, to the Grantor paid by **KEITH A. MURRAY and STEPHANIE L.R. MURRAY**, hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said by **KEITH A. MURRAY and STEPHANIE L.R. MURRAY**, as **Joint Tenants with Rights of Survivorship and NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL W. AND MADELYN W. JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S.C. R.L.S. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING A PORTION OF the same property conveyed to Paul W. Jones and Madelyn W. Jones herein by deed of Harold G. Fee, Jr. and Jo K. Fee dated March 23, 1990 and recorded in the RMC Office for Dorchester County in Book 734, page 67.

SV11-0045w
Weeks & Irvine, LLC
106 West 7th North Street
Summerville, SC 29483
No
see

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

*TMS Number: 093-00-00-025 ~~XXXX~~ **

GRANTEE'S ADDRESS: *224 E. Main St.
Harleyville, SC 29448*

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

*TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the by **KEITH A. MURRAY and STEPHANIE L.R. MURRAY, as Joint Tenants with Rights of Survivorship and NOT as Tenants in Common and their Heirs and Assigns forever.***

And the Grantor does hereby bind the Grantor and the Grantor's Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantees hereinabove named and the Grantee's Heirs and Assigns against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hands and seals this 23rd day of February, in the year of our Lord Two Thousand Eleven (2011) and in the Two Hundred Thirty-Fifth (235th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

~~Paul W. Jones by Madelyn W. Jones
His Attorney in Fact~~

~~Witness #1
Witness #2~~

PAUL W. JONES

Madelyn W. Jones
MADELYN W. JONES

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER) ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me by Paul W. Jones and Madelyn W. Jones on this the 23rd day of February, 2011.

~~Notary Signature~~

Notary Public for South Carolina
My Commission Expires: 1-11-2012
SV11-0045/Murray

JOSEPH F. HAND JR.
NOTARY PUBLIC
My Comm. Exp. Jan 11, 2012
SOUTH CAROLINA

by Madelyn W. Jones
his attorney-in-fact

STATE OF SOUTH CAROLINA

COUNTY OF Dorchester

)
) AFFIDAVIT
)

Date of Transfer of Title
February 23 2011

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Paul W. Jones and Madelyn W. Jones TO Keith A. Murray and Stephanie L.R. Murray ON FEBRUARY 23, 2011
3. Check one of the following: The deed is:
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$42,000.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$42,000.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$42,000.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Witness.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Keith A. Murray
Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this 02.23.11

Notary Public for South Carolina
My Commission expires: 1-11-2012



Keith A. Murray and Stephanie L.R. Murray
Print or Type Name Here

Recorded 218 Day
of March 2011
in Book _____ Page _____
[Signature]
Auditor Dorchester County SC



Recording Date: 04/01/2014 Instrument: 24 Book: 9229 Page: 20-24

FILED-RECORDED
RMC / ROD

2014 Apr 01 AM 8:42:17

DORCHESTER COUNTY
SC Deed Rec Fee: 104.00
Dor Co Deed Rec Fee: 44.00
Filing Fee: 10.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



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REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

GRANTEE'S ADDRESS: *9615 N. Carousel Circle
Summerville, SC 29485*

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

*TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **SINCLAIR BROWN, JR. AND JOETTA G. BROWN**, as Joint Tenants with Rights of Survivorship and NOT as Tenants in Common and their Heirs and Assigns forever.*

And the Grantor does hereby bind the Grantor and the Grantor's Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantees hereinabove named and the Grantee's Heirs and Assigns against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hands and seals this 27th day of March, in the year of our Lord Two Thousand Fourteen (2014) and in the Two Hundred Thirty-Eighth (238th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FILED/RECORDED
APRIL 1, 2014
DORCHESTER COUNTY
REGISTER OF DEEDS



Witness #1



KEITH A. MURRAY


STEPHANIE L.R. MURRAY



Witness #2

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)	
COUNTY OF DORCHESTER)	ACKNOWLEDGMENT
<p>THE FOREGOING instrument was acknowledged before me by Keith A. Murray and Stephanie L.R. Murray on this the 27th day of March, 2014.</p>		
<p> _____ Notary Public for South Carolina My Commission Expires: 7/14/16 14-2248CW/Brown</p>		

STATE OF SOUTH CAROLINA)
) AFFIDAVIT Date of Transfer of Title
COUNTY OF DORCHESTER) March 27, 2014

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Keith A. Murray and Stephanie L.R. Murray TO Sinclair Brown, Jr. and Joetta G. Brown ON 03/27/14.
3. Check one of the following: The deed is:
 (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$40,000.00
 (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 (a) \$40,000.00 the amount listed in Item #4 above
 (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 (c) \$40,000.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the Grantee.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Sinclair Brown, Jr. and Joetta G. Brown
Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this
03/27/14

[Signature]

Notary Public for South Carolina
My Commission expires:

2/14/16



Sinclair Brown, Jr. and Joetta G. Brown

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #: 2018018342

Receipt Number: 49420

Return To: WYCKOFF

Recorded As: DEED

Recorded On: July 26, 2018

Recorded At: 01:44:14 PM

Received From: WYCKOFF

Recorded By: CB

Parties:

Book/Page: RB 11470: 1 - 4

Direct- JONES, MADELYN W

Total Pages: 4

Indirect- ALL, ANTHONY WAYNE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$10.00

Consideration: \$85,000.00

County Tax: \$93.50

State Tax: \$221.00

Tax Charge: \$314.50

RECEIVED
2018 AUG -20 PM 01:45
DORCHESTER CO ASSESSORS OFFICE

RECEIVED 20th Day
of AUGUST 2018
JAMES MESSERVY, JR
Auditor Dorchester County SC



Margaret Bailey

Margaret Bailey - Register of Deeds

Return to : Wyckoff Law Firm, P.A. 810 Travelers Blvd, Suite K, Summerville, SC 29485

181-473

**State of South Carolina
County of Dorchester**

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT

Madelyn W. Jones

FILED/RECORDED
July 26, 2012
DORCHESTER COUNTY
REGISTER OF DEEDS

In the State aforesaid for/and in consideration of the sum of

Eighty Five Thousand dollars & no cents (\$85,000.00)

To me in hand paid at and before the sealing of these presents by

Anthony Wayne All and Sandra Rae All

in the State aforesaid, County aforesaid the receipt whereof is hereby acknowledged, have/has granted, bargained, sold and released, and by these Presents do(es) grant, bargain, sell and release unto the said **Anthony Wayne All and Sandra Rae All as joint tenants with rights of survivorship and not as tenants in common**, the following described property to wit:

All that certain piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, measuring and containing 67.134 acres, more or less, butting and bounding now or formerly according to the Plat hereinafter referenced as follows: North by lands of Southern Railroad; East by lands of Winston W. Rumph and Mary Lee Hall; South by the Rosses Road; and West by lands of J.B. Rumph, Jr. and designated as Tract 1-B, Harold and Jo K. Fee, on a plat by Clarence S. Matthews, RLS dated February 12, 1987, said plat being recorded in the ROD Office for Dorchester County in Plat Cabinet F at Page 156 and by reference incorporated herein and made a part hereof.

LESS AND EXCEPTING: Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF 65.25 ACRE TRACT SURVEYED FOR PAUL W. AND MADELYN W. JONES, DORCHESTER COUNTY, SOUTH CAROLINA", prepared by Raymond D. Hager, RLS, and recorded in the ROD Office for Dorchester County on June 21, 2005 in Plat Cabinet K at Page 157.

AND LESS AND EXCEPTING, 1.82 acres, more or less, conveyed by Paul W. Jones and Madelyn W. Jones to Douglas B. Carner and Rebecca J. Carner dated July 1, 1994, said deed being recorded on July 6, 1994 in the ROD Office for Dorchester County in Book 1346 at Page 264. Said tract shown as Tract 1-B-2, containing 1.82 acres on a plat entitled, "Plat of 21.12 Acres Surveyed for Paul W. & Madelyn Jones, Givhans Township," recorded on June 28, 1993 in Plat Book I at page 128.

SUBJECT TO ANY AND ALL RESTRICTIONS AND EASEMENTS OF RECORD.

BEING a portion of the same property conveyed to Paul W. Jones and Madelyn W. Jones by deed of Harold G. Fee, Jr. and Jo K. Fee dated March 23, 1990 and recorded in the RMC Office for Dorchester County in Book 734 at Page 67 on March 23, 1990. The said Paul W. Jones having departed this life on February 29, 2012, his estate being filed in the Dorchester County Probate court Case No. 2012ES18-226 leaving the property to his wife, Madelyn W. Jones a/k/a Madelyn Whetsell Jones. A deed of distribution from the

Wyckoff Law Firm, P.A.
810 Travelers Blvd., Suite K
Summerville, SC 29485

Estate of Paul Wesley Jones a/k/a Paul W. Jones is dated October 1, 2014 and recorded in the RMC Office for Dorchester County on October 6, 2014 in Book 9461 at page 86 and a corrective Deed of Distribution dated November 17, 2014 and recorded in the RMC Office for Dorchester County on January 12, 2015 in Book 9579 at page 111 and re-recorded on April 9, 2015 in Book 9684 at page 151.

TMS # 093-00-00-003

Grantees' Address: 775 School House Rd, Dorchester, South Carolina 29437

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **Anthony Wayne All and Sandra Rae All as joint tenants with rights of survivorship and not as tenants in common.**

AND grantor do(es) hereby bind my Heirs, Assigns, Executors and Personal Representatives to warrant and forever defend, all and singular, the said Premises unto the said **Anthony Wayne All and Sandra Rae All as joint tenants with rights of survivorship and not as tenants in common,** against me and my Heirs and Assigns, and all persons whomsoever as may be lawfully claiming, or to claim the same or any part thereof.

WITNESS my/our Hand(s) and Seal(s), this 25th day of July, 2018 .

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

FILED/RECORDED
July 26, 2018
DORCHESTER COUNTY
REGISTER OF DEEDS

[Handwritten signature]

- Witness
[Handwritten signature]

- Witness

[Handwritten signature]

Madelyn W. Jones - Seller

STATE OF South Carolina)
COUNTY OF Dorchester)

ACKNOWLEDGEMENT

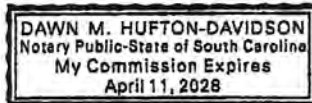
The foregoing instrument was acknowledged before me this 25th day of July, 2018 by Madelyn W. Jones.

[Handwritten signature]

(SEAL)
Notary signs here

NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 4-11-22

AFFIX SEAL



CONSIDERATION AFFIDAVIT

County of Dorchester

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this Affidavit and understand such information.
- 2. The property being transferred is located at 0 Sandridge Road, Dorchester, South Carolina 29437 bearing Dorchester County Tax Map Number 093-00-00-003 , was transferred by Madelyn W. Jones to Anthony Wayne All and Sandra Rae All on July 25, 2018.

3. Check one of the following: The deed is

- (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ is exempt from the deed recording fee because EXEMPTION# _____ AND EXPLANATION FOR EXEMPTION _____ (If exempt, please skip item 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked:

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$85,000.00.
- (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee if computed as follows:

- (a) Place the amount listed in Item 4 above here: \$85,000.00 . _____
- (b) Place the amount listed in Item 5 above here: \$ 0 . _____
(if no amount is listed, place zero here)
- (c) Subtract Line 6(b) from 6(a) and place result here \$85,000.00.

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$314.50

8. As required by code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the purchaser.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Anthony Wayne All _____ - Borrower
Sandra Rae All _____ - Borrower

Sworn to and subscribed before me this
 July 25, 2018

 Notary Public
 State of South Carolina
 My Commission Expires: 4-11-22



MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***

*** ELECTRONICALLY RECORDED DOCUMENT ***

Instrument #:	2021008154	
Receipt Number:	112091	Return To:
Recorded As:	EREC-DEED	
Recorded On:	March 15, 2021	
Recorded At:	02:54:11 PM	Received From: SIMPLIFILE
Recorded By:	NW	Parties:
Book/Page:	RB 13199: 245 - 248	Direct- ALL, ANTHONY WAYNE
Total Pages:	4	Indirect- CORRIE, GEORGE B II

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$15.00	RECEIVED
Consideration:	\$250,000.00	2021 MAR -24 PM 01:44
County Tax:	\$275.00	DORCHESTER CO ASSESSORS OFFICE
State Tax:	\$650.00	RECEIVED 24th Day
Tax Charge:	\$925.00	of MARCH 2021
		JAMES MESSERVY, JR
		Auditor Dorchester County SC



Margaret Bailey

Margaret Bailey - Register of Deeds

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF DORCHESTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that we, **ANTHONY WAYNE ALL AND SANDRA RAE ALL**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, and subject to the restrictions, exceptions and limitations as hereinafter set forth, to the Grantor(s) paid by **GEORGE B. CORRIE, II AND SHAWNA CORRIE**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **GEORGE B. CORRIE, II AND SHAWNA CORRIE**, as joint tenants with rights of survivorship and not as tenants in common, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOWING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J. Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof.

This being the same property as conveyed to Anthony Wayne All and Sandra Rae All by deed of Madelyn W. Jones, dated July 25, 2018 and recorded July 26, 2018 in Book 11470 at Page 1 in the Dorchester County Register of Deeds Office.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

TMS No.: 093-00-00-003

**GRANTEE'S ADDRESS: 219 Westminster Avenue
 Summerville, SC 29485**

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **GEORGE B. CORRIE, II AND SHAWNA CORRIE**, as joint tenants with rights of survivorship and not as tenants in common, and their Heirs and Assigns forever.

And the Grantor(s) do hereby bind the Grantor(s) and the Grantor's Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantee's Heirs and Assigns against the Grantor(s) and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

21-01751TL
 Weeks & Irvine, LLC
 8086-B Rivers Avenue, North Charleston, SC 29406

WITNESS my hand and seal this 15th day of March in the year of our Lord, Two Thousand and Twenty-One (2021) and in the Two Hundred Forty-Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WFA
Witness No. 1 Wanda F. Dennis
Jon B. Newlon
Witness No. 2 Jon B. Newlon

Anthony Wayne All
Anthony Wayne All
Sandra Rae All
Sandra Rae All


NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Before me personally appeared Anthony Wayne All and Sandra Rae All on this the 15th day of March, 2021 and acknowledged the due execution of the foregoing instrument.

Jon B. Newlon
Notary Public
My Commission Expires: June 10, 2029
(SEAL)



STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

AFFIDAVIT

Date of Transfer of Title
March 15, 2021

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

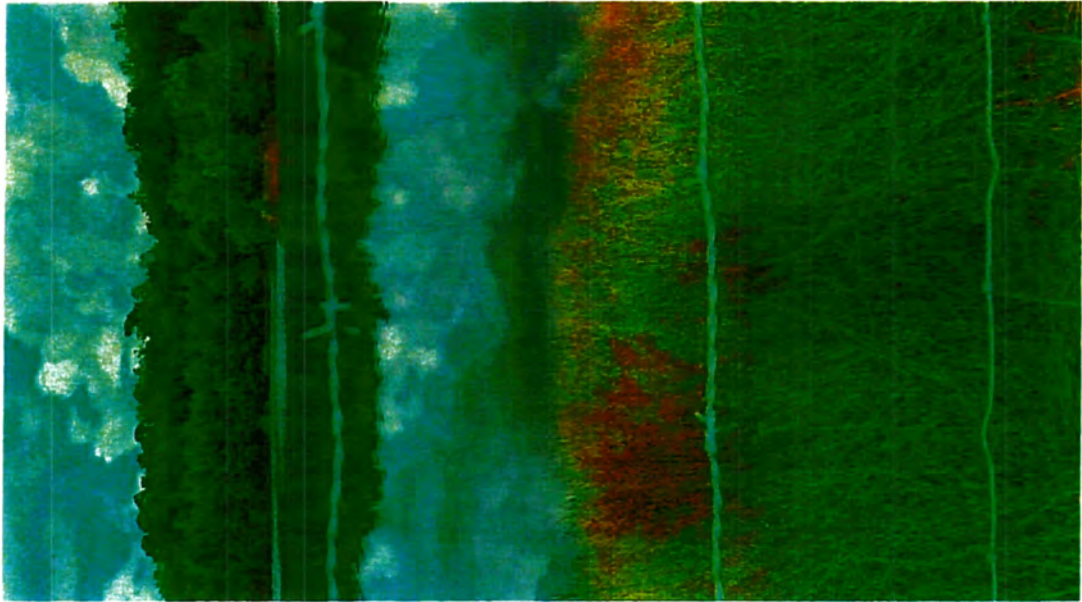
1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 1650 Sandridge Road, Dorchester, SC 29437, bearing County Tax Map Number 093-00-00-003, was transferred by Anthony Wayne All and Sandra Rae All TO George B. Corrie, II and Shawna Corrie on March 15, 2021.
3. Check one of the following: The deed is:
 - a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. EXEMPT from the deed recording fee because _____ (Explanation, if required: n/a if exempt, please skip items 4-6 and go to item No. 7 of this affidavit.
- If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No . This realty was purchased with the funds of the principal.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$250,000.00.
 - b. The fee is computed on the fair market value of the realty, which is \$ _____.
 - c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$250,000.00
 - b. Place the amount listed in item 5 above here: \$0.00
(if no amount listed, place zero here.)
 - c. Subtract line 6(b) from line 6(a) and place result here: \$250,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$925.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 15th day of March, 2021.

Jon B. Newlon
Notary Public
My Commission Expires: June 10, 2029
(SEAL)

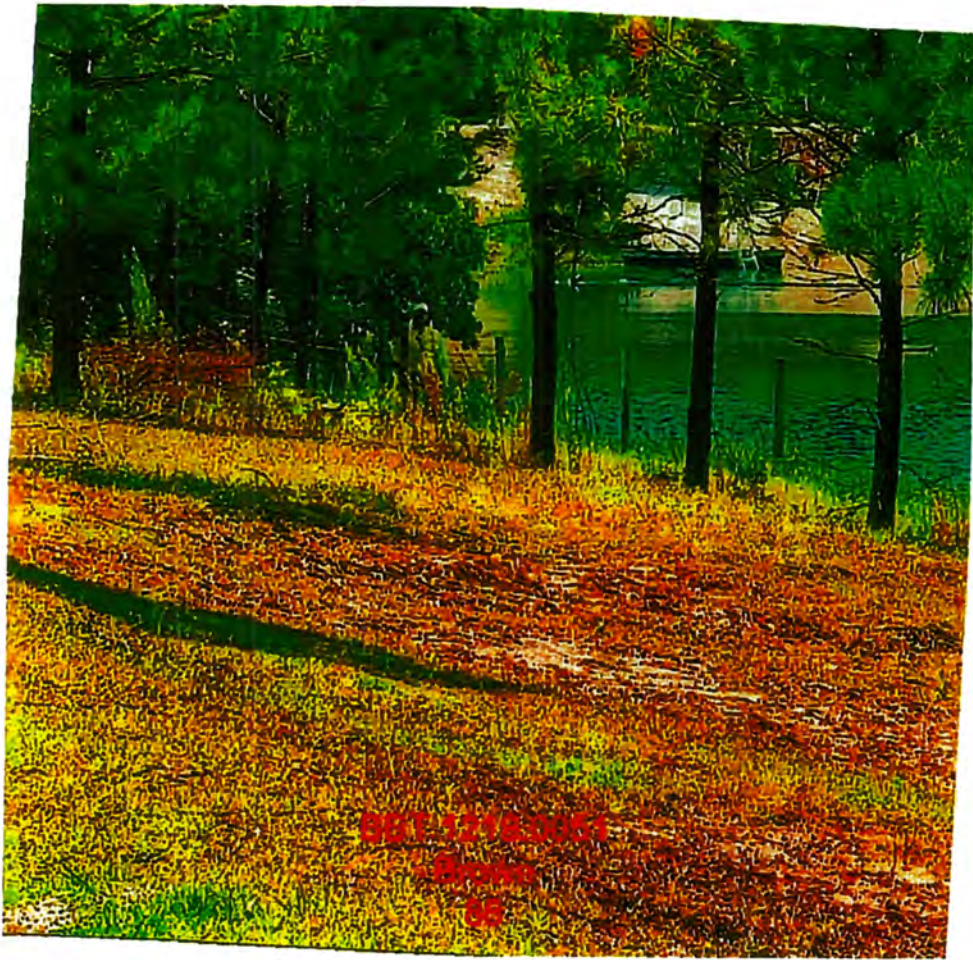
George B. Corrie, II
George B. Corrie, II
Print of Type Name Here





BBT 1219.0051
Brown
80





RECEIVED

Feb 17 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable James E. Chellis, Master In Equity

Appellate Case No. 2024-000430
Lower Court Case No. 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown, Respondents,

v.

George B. Corrie, II, Shawna Corrie, Anthony Wayne All, Sandra Rae All, Paul W. Jones, Madelyn W. Jones, Keith A. Murray, Stephanie L.R. Murray, Dollar Bank Federal Savings Bank, The Bank of South Carolina, John Doe and Mary Roe, fictitious names representing all unknown persons who may claim any right, title or interest or lien upon the subject real estate, as well as anyone who may be incompetents, in the military, or under any legal disability, and Richard Roe and Sarah Doe, fictitious names representing all unknown heirs and devisees, Defendants,

Of which George B. Corrie, II and Shawna Corrie are the Appellants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all materials proposed to be included by any of the parties and not any other materials, or matter that was not presented to the lower court or any such matter not relevant to the Appeal.

January 27, 2024

s/Steven L. Smith
Steven L. Smith (SC Bar No.: 5173)
Zachary J. Closser (SC Bar No. 74005)
Smith | Closser, P.A.
7455 Cross County Road, Ste 1 (29418)
P.O. Box 40578, Charleston, SC 29423
843-760-0220; 843-552-2678 (fax)
ssmith@scnlaw.com
zclosser@scnlaw.com
Attorneys for Appellants

