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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

The Honorable Marvin H. Dukes, III

Case No.: 2017-CP-07-02110
Appellate Case No. 2024-001053

Charles Willis Gardner.....Respondent,

v.

Taylor Reuben Adams, and Beaufort County, South Carolina, Defendants,

of which Taylor Reuben Adams is the Appellant.

AND

Beaufort County, South Carolina is a Respondent.

RECORD ON APPEAL
VOLUME 2 of 2

May 20, 2025

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VOLUME 1

ORDERS

Consent Constraint Restraining Order, May 23, 2018	1
Order Granting Partial Summary Judgment, July 10, 2018	3
Order Denying Motion to Reconsider, August 9, 2018	7
Consent Order Substituting Counsel, August 10, 2018	10
Order of Reference, August 15, 2018	13
Order Vacating Order of Reference, October 5, 2018	15
Order Denying Plaintiff's Motion to Stay/Impose Restraint, December 10, 2018	17
Consent Order – Plaintiff's Survey is Authorized, July 26, 2019	19
Order, September 20, 2019	22
Order Granting Motion to Alter/Amend Order Denying RTSC, December 13, 2019	25
Mutual Restraining Order, June 24, 2021	28
Opinion Reversed in Part, Vacated in Part and Remanded, May 20, 2022	30
Remittitur from Court of Appeals, May 20, 2022	39
Consent Order Substituting Counsel, January 31, 2023	40
Consent Order of Continuance, February 1, 2023	43
Consent Scheduling Order, March 23, 2023	46
Order Granting Motion to Intervene, May 12, 2023	49
Order Denying Motion for Summary Judgment, July 27, 2023	52
Form 4 C Order Denying Motion for Reconsideration, August 25, 2023	55
Amended Scheduling Order, November 8, 2023	58
Form 4 C Order Denying Motion for Summary Judgment and Motion to Compel resolved, January 9, 2024	61

Final Order, April 5, 2024	67
Order Denying Motion to Reconsider, May 24, 2024	84
MOTIONS	
Motion for Partial Summary Judgment, March 15, 2018	86
Motion to Reconsider, July 20, 2018	88
Motion for Substitution of Counsel, July 20, 2018	95
Motion for Stay of Order, October 3, 2018	96
Petition for RTSC, July 23, 2019	98
Motion to Alter or Amend Judgment, September 27, 2019	114
Motion for TRO, May 24, 2022	116
Motion to Intervene, July 27, 2022	122
Motion to Withdraw as Counsel, November 30, 2022	131
Memo in Support of Motion to Intervene, March 7, 2023	134
Notice of Filing re: plats and affidavits of Eddie Inabinett and Richard Williamson re: Motion, March 8, 2023	137
Plaintiff's Motion for Summary Judgment, July 24, 2023	140
Beaufort County's Memo in Support Motion for Summary Judgment, July 26, 2023	184
Beaufort County's Motion to Compel re: Adams, November 10, 2023	190
Motion to Reconsider, April 11, 2024	193
PLEADINGS	
Summons and Complaint, October 12, 2017	196
Affidavit of Service. November 6, 2017	204
Answer and Counterclaim, December 13, 2017	206
Reply to Counterclaim, December 18, 2017	209
Letter, September 12, 2018	211

Notice of Appeal, September 12, 2018	212
Exhibit List, September 11, 2019	213
Charles Gardner Amended Summons and Complaint, May 10, 2023	214
Beaufort County's Summons and Complaint in Intervention, May 18, 2023	220
Charles Gardner Answer Counterclaim and Crossclaim, June 1, 2023	226
Beaufort County's Reply to Plaintiff's Answer Counterclaim and Crossclaim, June 5, 2023 Taylor Reuben Adams Answer to Complaint of Intervention, June 13, 2023	233
Beaufort County Response to Request to Reconsider, May 1, 2024	241
TRANSCRIPTS	
Trial Transcript, January 22 2024	244
VOLUME 2	
Trial Transcript, January 23, 2024	462
Trial Transcript, February 5, 2024	585
Hearing Transcript, May 22, 2024	658
EXHIBITS	
Deed from Dan Taylor to John Howard	688
Plat for Ardell Gardner recorded Book 28 Page 21, September 6, 1979	690
Lease between Ardell Gardner and Alcoa for 16 months. Starting March 1, 1983	691
US Army Corp of Engineers from Danny E. Stanley (Thomas & Hutton) re: permit apps, March 14, 1983	698
Romanosky John E. (Dept. of Army) re: dock to be permanent structure for property owner, April 18, 1983	711
Howard Pigott (Thomas & Hutton) to David Baycura re: Warsaw/Dataw Permit App, April 15, 1985	712

Plat prepared for Alcoa re: proposed storage yard and staging area,	
May 26, 1983	726
Decree of Title Clearance, November 21, 1990	727
Survey Plat (Christopher Noels) for Property of J.B. Taylor	742
J.B. Taylor Easement recorded Book 595 Page 2038, October 25, 1991	743
Deed from Leroy Gardner, Sr. to Charles W. Gardner recorded Book 635 Page 2600,	
July 6, 1993	748
Deed from John Howard to Pearl Howard recorded Boom Z Page 1243,	
October 19, 1993	751
Mortgage for Charles W. Gardner recorded Book 666 Page 1126,	
November 19, 1993	757
Plat Book 52 Page 36 recorded, February 27, 1995	761
SCE&G maintain, operate electric lines, April 7, 1997	762
Plat (Gasque & Associates) prepared for Charles Gardner Lot Recombination,	
November 1, 2013	763
Tax Title by Treasurer against Pearl Howard recorded Book 3375 Page 449,	
January 17, 2014	764
Reahnta S. Tuten (DHEC) to Defendant Adams re: septic tank app denied,	
January 2, 2015	766
Warranty Deed from Dale A. Gabardy to Taylor Reuben Adams	
recorded Book 3375 Page 450, January 23, 2015	773
Letter from Erik Klatt to Taylor Reuben Adams re: private road neither owned nor ever	
maintained by Beaufort County, May 19, 2015	777
Richard Williamson to Plaintiff re: deprived from driveway, July 26, 2017	778
DHEC Complaint and Warning letter with investigation notes/report	
re: Defendant Adams, August 22, 2017	779

Problem Plat (Gasque & Associates), September 25, 2017	784
Lolisa Davis (Assessor's Office) to Adams re: denied request property revision, October 6, 2017	786
Beaufort County Sheriff's Office from Plaintiff and Warsaw Community re: Adams harassment, October 9, 2017	789
Stipulation by Adams re: DHEC issues	793
<i>Gardner v. Adams</i> , S.C. Ct App. Up. Op. No. 2022-UP-185, April 27, 2022	796
Photographs	806
GIS Map, January 3, 2024	825
Deed from Isabella Black to Rufus Taylor, Mary 1, 1946	826
Certificate of Appellant	

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STATE OF SOUTH CAROLINA, COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS
THE FOURTEENTH JUDICIAL CIRCUIT

CHARLES WILLIS GARDNER,

Plaintiff,

v.

Case No.

TAYLOR RUBEN ADAMS and

2017-CP-07-02110

BEAUFORT COUNTY,

Defendants

TRIAL - DAY 2

DATE: Tuesday, January 23, 2024

TIME: 9:39 a.m.

BEFORE: Honorable Marvin Dukes III

LOCATION: Beaufort County Courthouse

102 Ribaut Road

Beaufort, SC 29902

REPORTED BY: Ashley Manini

JOB NO.: 6114977

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I N D E X

WITNESSES:

DX CX RDX RCX

DAVID EDWIN GASQUE

By Mr. O'Kelley

10 39

By Mr. Finger

29 40

By Mr. Kidd

35

TAYLOR RUBEN ADAMS

By Mr. Finger

45 98

By Mr. O'Kelley

86 103

By Mr. Kidd

97 105

BEVERLY ROBERTS

By Mr. Finger

108

By Mr. O'Kelley

116

1	E X H I B I T S		
2	NO.	DESCRIPTION	ID/EVD
3	Court:		
4	Exhibit 1	DHEC Stipulation	5/5
5			
6	NO.	DESCRIPTION	ID/EVD
7	Defendant:		
8	Exhibit 2	Photos of Alleged	
9		Harassment #1	/49
10	Exhibit 3	Photos of Alleged	
11		Harassment #1	/51
12	Exhibit 6	City of Beaufort Action Form	67/67
13	Exhibit 7	Boat Ramp List	72/72
14	Exhibit 8	Photo showing the Hood of	
15		Mr. Adams' Truck	73/73
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

1 P R O C E E D I N G S

2 MR. O'KELLEY: Your Honor, may we make
3 this, like, Court's Exhibit 1?

4 (Court's Exhibit 1 was marked for
5 identification and received into
6 evidence.)

7 THE COURT: We can call it that,
8 absolutely.

9 MR. O'KELLEY: Okay. Perfect. I don't
10 know if you did it, Madam Reporter.

11 THE REPORTER: What are we on?

12 MR. O'KELLEY: This will be Court
13 Exhibit 1.

14 THE REPORTER: Oh, Court Exhibit 1.

15 MR. O'KELLEY: Yes, ma'am.

16 THE REPORTER: Got you. Got you.

17 MR. O'KELLEY: And I'll leave the
18 original with you and His Honor.

19 THE REPORTER: Here you go.

20 MR. O'KELLEY: Thank you.

21 UNIDENTIFIED SPEAKER: Here's the
22 original.

23 THE REPORTER: And what is that?

24 MR. O'KELLEY: It's a stipulation as to
25 DHEC.

1 THE REPORTER: Okay. I put all of
2 yours here and the defenses here.

3 MR. O'KELLEY: Yes, ma'am. But there
4 were some that were in there that -- fixing. You know
5 we're going to mess them all up again.

6 THE REPORTER: Well, at least put them
7 in order so that you can find them to put them out of
8 order so you can get the ones you need.

9 UNIDENTIFIED SPEAKER: You made it
10 easier to make it more difficult.

11 THE REPORTER: There you go.

12 MR. O'KELLEY: There it is.

13 THE REPORTER: Put that right there for
14 you to get to.

15 MR. O'KELLEY: Thank you.

16 THE COURT: Just let me know when y'all
17 are ready.

18 MR. O'KELLEY: -- the deeds.

19 THE REPORTER: Anything I can help
20 with?

21 MR. O'KELLEY: No, ma'am. Unless you
22 want to just --

23 THE REPORTER: Right.

24 MR. O'KELLEY: All right. Sorry, Your
25 Honor. All right. Just -- I think I think we're

1 ready.

2 THE COURT: All right. Madam Court
3 Reporter, are you all set?

4 THE REPORTER: All set.

5 THE COURT: All right, then. Good
6 morning. We're back in 2017-CP-0702110. This is
7 Gardner vs. Adams. Yesterday we got a good bit of a
8 way into the plaintiff's case. Several unresolved
9 issues at this point. We're waiting on Ms. Daise, who
10 is a plaintiff's witness from the assessor's office.
11 Ms. Daise was sick and unfortunately continues to be
12 sick.

13 So I've spoken with counsel prior to
14 coming in here. And the parties have agreed that we
15 will wait for Ms. Daise to recover, and then
16 that -- counsel can agree to, either do her video
17 deposition and enter that in lieu of her testimony, or
18 reopen, or otherwise get her testimony in when she has
19 fully recovered. So we will leave the record open for
20 that.

21 Second issue that we came across
22 yesterday had to do with a number of documents from
23 DHEC. The introduction of those, the parties have
24 diligently worked to come up with Court's Exhibit 1,
25 which is titled "Stipulation Re DHEC," which has -- I

1 don't know if we need to read this in, I think
2 probably not, but all counsel have signed it.

3 And it basically resolves the
4 objections with regard to the introduction of what
5 I'll call the DHEC documents, which were documents
6 yesterday that did not come in pending agreement of
7 counsel, which, of course, this Court's Exhibit 1
8 encompasses.

9 So then, anything else on --

10 MR. FINGER: Mr. O'Kelley has -- and I
11 have agreed -- based upon Mr. Gardner went to his
12 mom's cemetery plot yesterday, took a picture, and the
13 date of death was exactly as Mr. Gardner testified
14 yesterday. I apologized to him privately. I would
15 like to apologize to him publicly for insinuating that
16 he did not know when his mother died.

17 I apologize, Mr. Gardner.

18 MR. O'KELLEY: And Your Honor, that date is
19 April 11th of 1983, so the deeds that were shown
20 yesterday and introduced all have the incorrect date
21 of death. The lease that there was much being made
22 between Ardelle Gardner and Alcoa, Ms. Gardner was
23 still alive when that lease was entered, so I don't
24 know if that changes anything, but we've resolved
25 those issues.

1 THE COURT: Okay. Thank you so much.
2 And I think as we have discussed, it's certainly
3 possible for a date -- could be wrong in a document
4 with -- and then it gets copied over and over and over
5 again in subsequent documents, and that appears to be
6 what happened here.

7 MR. O'KELLEY: It unfortunately happens
8 all the time, especially in derivation clauses or
9 whereas clauses. You miss it once, and then everybody
10 just keeps rolling.

11 THE COURT: But for this proceeding,
12 probably it would have gone on in the documents in the
13 future --

14 MR. O'KELLEY: And no one would have
15 cared, Your Honor.

16 THE COURT: Exactly. But anyway, I'm
17 glad that is resolved.

18 All right, then. We're still on
19 plaintiff's case. Mr. O'Kelley, I'm happy to hear
20 from you --

21 MR. O'KELLEY: Thank you, Your Honor.
22 We were going to call Ms. Daise, but she is out, so at
23 this time we call David Gasque to the stand.

24 THE COURT: All right. Come on up
25 please, sir.

1 MR. GASQUE: I think I heard --

2 MR. O'KELLEY: You did. Yes, sir.

3 Yes, sir.

4 THE COURT: Good morning.

5 MR. GASQUE: Good morning.

6 WHEREUPON,

7 DAVID EDWIN GASQUE,

8 called as a witness and having been first duly sworn
9 to tell the truth, the whole truth, and nothing but
10 the truth, was examined and testified as follows:

11 THE COURT: Please state your full name
12 for the record.

13 THE WITNESS: My name is David Edwin
14 Gasque.

15 DIRECT EXAMINATION

16 BY MR. O'KELLEY:

17 Q Mr. Gasque, please tell the court where you
18 live and what you do for a living.

19 A I live on 11 Burckmyer Drive, Ladys Island.
20 I'm a licensed professional surveyor since 1985. I've
21 been surveying for 44 years, licensed at 38 years.

22 Q And have you been qualified as an expert
23 witness in Judge Duke's court before?

24 A Yes, sir.

25 Q How many times?

1 A Many.

2 Q Numerous. So many you can't count; correct?

3 A Don't care to.

4 Q Exactly. Exactly.

5 MR. FINGER: -- stipulate as to him
6 being a registered, licensed surveyor and an expert
7 witness.

8 MR. O'KELLEY: Thank you. That short
9 circuits several things.

10 BY MR. O'KELLEY:

11 Q Mr. Gasque, are you familiar with -- I'll
12 tell you we're here about a property on Warsaw Island.
13 Are you familiar with the property --

14 A Yeah.

15 Q -- we're here to discuss?

16 A Yes, sir. I am.

17 Q All right. And they're two properties, one
18 that's owned by Mr. Gardner, whom you know --

19 A Yes.

20 Q -- and one that's owned by Mr. Adams, who
21 you know?

22 A Yes.

23 Q All right, so I'm going to show you several
24 exhibits and ask you about them, because you've
25 actually done surveys of plats out of this property;

1 correct?

2 A That is correct.

3 Q All right. And we've got several to go
4 through, and we're going to try and go
5 chronologically. So the first one that I'm going
6 to -- so first of all, I just want to ask you, have
7 you ever reviewed the order of title clearance from
8 Judge Tommy Kemmerlin from 1990 in this case?

9 A I don't know if I have or not. I know I had
10 it and I glanced over it, but I don't remember --

11 Q Fair enough. So the first plat I want to
12 ask you about is a plat that's Exhibit number 14, the
13 plat book 52, page 36, recorded 2/27/95. Do you
14 remember doing this plat, sir?

15 A Yes, sir. I do.

16 Q All right, so tell His Honor about the
17 genesis of that plat.

18 A I was doing work for Mr. Gardner, and I went
19 out to subdivide his property. I think he was getting
20 ready to build and what have you. And at this time, I
21 surveyed the property, and I actually -- we talked
22 about the dirt road in question, and you can see on
23 the plat land -- line shown to me by Charles -- Leroy
24 Gardner.

25 What we actually did, we walked down the

1 side of that road and we set pins. And at that time,
2 Mr. Gardner started talking about that was his uncle's
3 road and went into the fact that his uncle had
4 to -- that Alcoa had to pay his uncle to use the road
5 and the ramp when they were building at Dataw.

6 Q And you have -- have you ever reviewed that
7 lease found between -- I'll represent you it's
8 Mr. Gardner's mother Ardelle and Alcoa?

9 A No, sir.

10 Q Okay, no worries. In doing this survey, it
11 looks to me, you see where it says dirt drive that
12 ends in a cul-de-sac on what's going to be Parcel A?

13 A Yes, sir.

14 Q And was the access to Mr. Gardner's property
15 off of the unpaved dirt road at that time?

16 A Yes, sir.

17 Q And that's why it's platted here; correct?

18 A Yes, sir.

19 Q All right. And that road wasn't fenced or
20 closed off in any way to your knowledge, was it?

21 A No, sir. I don't think the property was
22 that overgrown at the time we were there.

23 Q And were you asked to make any
24 determinations about ownership of the road at the
25 time?

1 A No, sir. Just from what Mr. Gardner told
2 me.

3 Q And there were no problems in getting his
4 plat recorded and subdividing the lots; correct?

5 A No, sir.

6 Q All right. And let me show you the next
7 plat we have. This is a plat you did in 2013.

8 MR. O'KELLEY: It's Exhibit number 16,
9 following along on the record. This one was recorded
10 in book 137, page 156.

11 BY MR. O'KELLEY:

12 Q I'll ask you about that plot, sir.

13 A This plot is a lot line recombination and
14 reconfiguration of Parcel A and B, where he was
15 modifying the size of his lot.

16 Q All right. It looks to me like lots A and B
17 have gone away and they've renamed them. Is that
18 correct? I see lot --

19 A Well, we're really showing it was a -- it
20 was -- before it was A and B, and then we made lot one
21 bigger for the house lot.

22 Q Got it. And the remaining property is
23 still --

24 A Mr. Gardner's.

25 Q Mr. Gardner's, is that correct? And the

1 dirt drive is still shown coming off of the unpaved
2 road; correct?

3 A That is correct.

4 Q And that was back in 2013; correct?

5 A That is correct.

6 Q All right. And do you recall what you
7 looked at in terms of deeds or plats? They're all in
8 the references; correct?

9 A Yes, sir.

10 Q All right. Including the 1976 plat by Rod
11 Spann.

12 A Yes, sir.

13 Q And a plat by George Johnson?

14 A Yes, sir.

15 Q And then your earlier plats; correct?

16 A That's correct.

17 Q And I'll show you the next exhibit, which is
18 Exhibit number 17. I'll ask if you've ever looked at
19 that document before.

20 A Yes, I believe that was the tax sale
21 property.

22 Q I'll represent to you that it is. And if
23 you would please, go to the property description if
24 you can find it.

25 A Yes, sir.

1 Q All right. And what does the property
2 description say that Mr. Gabardy, as the trustee of
3 his trust, received back when that deed was issued?

4 A Sir, I'm reading on the tax file --

5 Q Yes, sir.

6 A "All that certain piece, parcel or lot of
7 land, situate, lying and being on St. Helena Island,
8 Beaufort County, South Carolina, a portion of land Lot
9 28 and 29, Section 12, 1 South, 1 West, containing
10 1.05 acres, more or less. And for a more" -- "for
11 more legal description, see Judgment Roll 82475 Plat
12 Book 28 Page 21. Said property is further referenced
13 in the Office of the Beaufort County Assessor as R300
14 009 000 010A 0000."

15 Q All right, sir. And if I represent to you
16 that the judgment roll number is Judge Kemmerlin's
17 order, you got any reason to disagree with that?

18 A No, sir.

19 Q Thank you. And then the next -- then we --

20 MR. O'KELLEY: We were just, Madam
21 Reporter, referencing Exhibit 17, just so that we can
22 keep the record straight.

23 BY MR. O'KELLEY:

24 Q The next exhibit is the deed into Mr. Adams;
25 correct?

1 A Yes, sir.

2 Q And that is from the Gabardy, Mr. Gabardy as
3 trustee to Mr. Adams; correct?

4 A Yeah, let me check.

5 MR. O'KELLEY: And for the record, this
6 is Exhibit number 19.

7 BY MR. O'KELLEY:

8 Q And if you would please, read the property
9 description in that warranty deed from Mr. Gabardy.

10 A "All that certain piece, parcel or lot of
11 land, situate, lying and being on St. Helena Island,
12 Beaufort County, South Carolina, a portion of land Lot
13 28 & 29, Section 12, Township 1, South Range 1, West
14 containing 1.05 acres, more or less. For more legal
15 description, see Judgment Roll 82475 and Plat Book 28
16 at Page 21. Said property is further referenced in
17 the Office of the Beaufort County Assessor as R300 009
18 000 010A 0000."

19 Q And what's the date of that deed, sir?

20 A It was recorded on, or filed on, 1/23/2015.

21 Q All right, sir. And I'll represent to you
22 it's January 13 of 2015 as the date of the execution
23 of the deed.

24 A Okay.

25 Q And if you go to the -- if you keep turning

1 pages, you'll see that.

2 A Yes, sir. Executed the 13th of January
3 2015.

4 Q Then I want to show you Exhibit 23A. And
5 this is the larger version, one of the originals. And
6 asked you how you came to do that file.

7 MR. FINGER: What is the number of
8 that --

9 MR. O'KELLEY: 23A is the large Gasque
10 plat.

11 THE WITNESS: This particular piece of
12 property, I used the main high water critical line and
13 the boundary line between --

14 BY MR. O'KELLEY:

15 Q Well, before we get into that, how did you
16 come to be hired to do this plat is really what I'm
17 asking.

18 A Mr. Ruben came in my office several times
19 trying to get me to do it. I finally said, "Okay.
20 I'll do it."

21 Q And that would be Ruben Adams, who's the
22 defendant?

23 A That's correct.

24 Q Okay. Great.

25 A That's correct. So he hired me to do this.

1 Q And the date, it has a date on there of
2 2014; correct?

3 A That's correct.

4 Q And Mr. Adams didn't own the property at
5 that time, did he?

6 A Probably not. That's the first time -- out
7 there --

8 Q Okay, because the deed we just looked at was
9 January 13th of 2015, recorded the 22nd, and the date
10 of that plat is 2014; correct?

11 A That's correct.

12 Q Okay. Is that common for people who don't
13 own property to get you to survey it?

14 A All the time.

15 Q Correct. In fact, people do it when they're
16 thinking about purchasing property, don't they?

17 A Yes, sir.

18 Q Okay. And what did you find in that -- when
19 you went out there? What did that plat reveal to you?

20 A Well, first of all, the legal description
21 that we went back on that was just, in my words,
22 horrible. You couldn't plat it. All you had really
23 going for you was an acreage call. And --

24 Q And which deed were you using for that?

25 A I think it was a deed prior to the tax --

1 Q Was it the deed -- I'll show you, number 12,
2 which is the deed to Pearl Howard?

3 A Yes, sir.

4 Q And I'll represent to you David Youmans,
5 who's in the courtroom here today and was here
6 yesterday, testified that -- basically what you just
7 said, that property description doesn't make sense.

8 A Yeah. It just -- it won't work.

9 Q And in fact, that's exactly what he said,
10 that if you try and, what we call close it, it won't
11 close, and the footage is wrong, and the location
12 doesn't make sense. You found that to be the same?

13 A Well, as surveyors we use physical evidence
14 as well.

15 Q Correct.

16 A And you just -- it didn't make -- it didn't
17 make sense.

18 Q Because of the footage on the roads, or
19 what, or just all of it?

20 A The footage on the roads, or how much did
21 you trust really anything about it.

22 Q Okay, great. So what else did you use to
23 come up with the survey that's at 23A?

24 A When I had this, I had a tax -- that the
25 county had gave away. And as you know, tax maps, tax

1 deeds are not the best deeds in the world, and they
2 refer to a tax map number. So I went to that tax map
3 number, and I recreated the tax map number, and I
4 honored the line that Mr. Gardner and I set, and we
5 went out to the critical line, and that's how we
6 formulated the plat.

7 Now, I know that the deed says 1.05. In the
8 importance of surveyors' costs, the acreage call on
9 the deed -- the least important call. Mainly because
10 it's a function of math that somebody used to create.
11 So when it comes to acreage, we don't look at that
12 very hard. We look at it, pay attention to it, but we
13 realize that it's not the important call.

14 Q So what's the most important call to your
15 mind?

16 A When you do retracement, adjacent property
17 corners, roads, rivers, the natural monuments out
18 there. So what I did on this one, I held the line
19 between Mr. Gardner, he showed me, and then I went by
20 the tax map on out. And then I reported there being a
21 road through.

22 Q And did you make any determination about who
23 owned that road?

24 A No, sir. I do know that -- that the county
25 will not scrape a road or maintenance a road unless

1 they have a deed to it. That's because of the C-Fund
2 money that Beaufort County used to get to pave roads.
3 So I didn't see any of that, or none of them showed
4 up. Also, I don't remember the sign being green.

5 Q And green signs versus blue signs; correct?

6 A Green is county, blue is private.

7 Q Okay. And there's -- there is a -- is there
8 any road sign at all out there other than the turn to
9 Ashton Drive?

10 A Not that -- not that --

11 Q Okay. Because I'll represent to you I've
12 been out there, and it says Warsaw Island Road. And
13 then all of a sudden you hit Ashton and it turns hard
14 90 degrees.

15 A That's correct. And when they did the
16 C-Fund money to pave Warsaw around the curve, they had
17 work done. And they didn't go up that road at all.

18 Q All right. And you said you saw Judge
19 Kemmerlin's order, but you don't remember reading it.
20 Is that --

21 A Yes.

22 Q Okay. And in this order from 1990, he
23 references that there's 1.05 acres situated
24 immediately below southeast, the unpaved Beaufort
25 County Road. And he also references the unpaved

1 county road separates the respective portions of Lot
2 15 owned by the plaintiff, who was Mr. Gardner's
3 father, and John Howard, who was Mr. Adams'
4 predecessor in title. And he also references it in
5 another place at the end of the document stating that
6 there's 1.054 acres and a 30-foot dirt road owned
7 by -- that is -- was owned by John Howard. But you
8 didn't -- you didn't read this; correct?

9 A I don't remember getting into that.

10 Q And Judge Kemmerlin references the 1976 --

11 MR. FINGER: Judge, just note my
12 objection to -- he's indicated he's not familiar with
13 the order. Judge Kemmerlin's order speaks for itself;
14 it has nothing to do with this gentleman.

15 MR. O'KELLEY: It absolutely does, Your
16 Honor. He referenced -- Mr. Gasque said he talked
17 to -- looked at the plat from 1976. Judge Kemmerlin
18 referencing the plat from 1976.

19 THE COURT: Well, I'll let him -- I'll
20 let him ask questions from the order.

21 MR. FINGER: Okay.

22 THE COURT: And then he may answer
23 because I think they're along the same subject matter.
24 So to that extent, I'll respectfully sustain --

25 //

1 BY MR. O'KELLEY:

2 Q All right. Getting back to it. In the
3 order, Judge Kemmerlin references a 1976 plat from
4 Mr. Spann, which you have in your plat notes.

5 A Yes.

6 Q Is that the same plat to your knowledge?

7 A This is one for --

8 Q For Ardelle.

9 A Ardelle. Yeah. When it shows --

10 Q And it shows 1.054 acres. Did you go back
11 and look at that plat? We have it somewhere. Let me
12 look.

13 A I'm sure I looked at it.

14 Q It's number 2, but I can't find number 2.

15 A Any time you're bordering the marsh, your
16 acres can be --

17 MR. FINGER: There's my copy if that'll
18 speed things up.

19 MR. O'KELLEY: That should make it
20 faster. It's not the -- it's not the copy, but this
21 is the survey for Ardelle Gardner from 1976.

22 THE WITNESS: I'd agree. I don't see
23 neighbors -- on it, but it's south of the 15191.

24 BY MR. O'KELLEY:

25 Q I found the -- here. You can use that one

1 to look at. And down at the bottom, it shows a
2 30-foot dirt road on Exhibit number 2 on Mr. Spann's
3 plat; correct?

4 A That is correct.

5 Q And this plat doesn't indicate ownership of
6 the dirt road, does it?

7 A That is correct.

8 Q And --

9 MR. FINGER: -- my copy back.

10 MR. O'KELLEY: Yes, sir. I'm bringing
11 it.

12 BY MR. O'KELLEY:

13 Q And did you have conversations with either
14 my client, Mr. Gardner, or Mr. Adams, about this dirt
15 road and ownership?

16 A Yes, sir.

17 Q Tell his honor about that.

18 A When talking to Mr. Ruben, I told him that I
19 couldn't attest if that was a private road or a public
20 road. I didn't know who owned it. I even recommended
21 he gets an attorney and do some type of quiet title
22 action to clean it up. When Mr. Gardner, he came
23 by -- and I know Mr. Gardner's because he's -- they
24 came by my office, and I think he even --

25 Q You've done several plats for him,

1 obviously.

2 A Oh, yes. I think even his granddaughter
3 might have came by the office. She was real upset.
4 And my advice to them was, look, that road's in
5 contention. You need to hire an attorney and figure
6 out what's going on. And I told -- I told Charles
7 that several times.

8 Q And as we sit here today, have you read any
9 of the Court of Appeals' opinion about this road?

10 A No, sir. I didn't know it was overturned.

11 MR. O'KELLEY: Okay. All right.

12 Mr. Gasque, that's all I've got. Thank you, sir.
13 Appreciate it. Oh, no, it's not. Hold on. Hold on.
14 I thought it was. Hold on, Terry, famous last words.
15 Famous last words.

16 BY MR. O'KELLEY:

17 Q So plat 23A eventually got recorded, did it
18 not?

19 A Yes.

20 Q All right. And then I want to show you
21 Exhibit number 23.

22 MR. O'KELLEY: If I can -- I've messed
23 these all up, Madam Reporter. Just a minute, I've got
24 to find 23. Here it is, it's 23.

25 //

1 BY MR. O'KELLEY:

2 Q This is Exhibit 23.

3 A Okay.

4 Q And up at the top, someone's written
5 something. Do you see that?

6 A "Problem plat, see assessor."

7 Q All right. Do you have any information to
8 give this court about why somebody wrote "problem
9 plat, see assessor" on this?

10 A I guess the assessor doesn't agree with it.
11 I didn't know she had the power.

12 Q Because it got recorded to your information;
13 correct?

14 A The county regs, the zoning. I disagree
15 with this totally, but this is not the first time this
16 has happened.

17 Q All right. Have you had any conversation
18 with the assessor's office about this notation?

19 A Not really. I did talk to Ms. Daise briefly
20 about it.

21 Q And what --

22 A And her --

23 Q Well, don't tell us what she said; that's
24 hearsay. But just were you -- you know, just tell us
25 anything that you think about this statement that says

1 problem plat, see assessor.

2 A It kind of makes me mad because all it is is
3 the truth, somebody's opinion or what they're
4 claiming. They have the right to record it. They
5 have the right to present it into public -- all this
6 is is public notice. And for them to disregard it and
7 not let people see it is like any time -- and this has
8 happened where other surveyors will agree with
9 it -- if we do a plat that doesn't agree with the tax
10 map on record, they will refuse to record it.

11 Even though they are wrong, and I can show
12 you several cases in the tax assessor document where
13 they're wrong -- case in point, Paragon Produce has a
14 labor camp. They got it totally on the wrong
15 different piece of property. They will not correct
16 it. So this is common; this doesn't surprise me.

17 Q Well, that was my question for you is how
18 many times have you seen this happen?

19 A It's normal if they don't agree with it,
20 they try to do something like that.

21 Q Okay, but do you know how many times? Is
22 this a regular occurrence or probably not?

23 A No, it's not regular.

24 Q Okay. And you have that the lot Mr. Adams
25 owned as 1.48 acres? Is that a yes, just for the

1 record?

2 A Yes, sir.

3 Q Okay. And then the deed into Mr. Adams
4 shows 1.054 acres; correct?

5 A That's correct.

6 Q And Judge Kemmerlin says it's 1.054 acres;
7 correct?

8 A Yes, sir.

9 Q All right.

10 MR. O'KELLEY: Now I'm finished. Thank
11 you, Mr. Gasque. Sorry about that.

12 CROSS-EXAMINATION

13 BY MR. FINGER:

14 Q Mr. Gasque, Terry Finger on behalf of Ruben
15 Adams. It's nice to see you again. In your direct
16 testimony you said that the acreage in the deed is the
17 least important. Is that correct?

18 A That is correct.

19 Q And it's the least important thing for
20 surveyors to find out exactly what is on the ground
21 from a marker perspective and how much acreage there
22 is. Is that correct?

23 A They got to -- they got to retrace. That
24 surveyor -- you start off, let's say, with a 200-acre
25 tract. Remember -- we got to know if that 200 acres

1 was correct to begin with.

2 Q Right.

3 A And how did they -- and -- and then as you
4 start cutting it out in the parcels, that's the reason
5 we have junior and senior rights, who got their first
6 piece and got that. So acreage is on the bottom of
7 the list because it's a function of the map that
8 somebody used to calculate it.

9 Q Okay. And in your professional opinion, the
10 1.05 acres that is referenced in the tax deed and the
11 deed into my client is wrong. Is that correct?

12 A It's just the least important. I won't put
13 a lot of weight on it. I put more weight on this
14 border in the marsh. Since that 1.05 was written, did
15 the marsh come in, did the marsh go out? I can show
16 you a property today where we surveyed it five years
17 ago, and they've lost property.

18 Q I understand.

19 A In all the plats that you've done, and I
20 think there's one, two, three, four, five that I've
21 seen all involving this property, the property line
22 along Mr. Gardner's property is where he told you it
23 was; is that correct?

24 A That's where he agreed to put it because he
25 was in the process, I think, of getting his property

1 off from the family so he could get his own property.
2 Yeah. But that is directly where he told me to put
3 it.

4 Q Okay. And you found some pins already along
5 Ashton Drive and then you installed some rods where he
6 told you his property line was?

7 A Yes, I was creating his division.

8 Q Okay. And some of your plat work was to
9 subdivide the property, and then he changed his mind
10 and he wanted to recombine. You did another plat to
11 do that, and then you did another subdivision plat.
12 Is that right?

13 A That is correct.

14 Q So that was the sequence. Divide it, put it
15 back together, divide it again.

16 A Move it around. Yeah. There was --

17 Q Right. Okay. Okay. And in all of your
18 plats that you did, the boat ramp is outside of the
19 property that Mr. Gardner told you he owned. Am I
20 correct?

21 A That is correct.

22 Q And in all of the plats that you did for
23 him, the road, the 30-foot road, we've been calling it
24 the 30-foot road, is outside the property he says he
25 owned; am I correct?

1 A That is correct.

2 Q And based upon your survey work, which began
3 in 1995 and went through 2014, in all of that work, it
4 is your professional opinion that the piece of
5 property formerly owned by John Howard then Pearl
6 Howard, she lost her tax sale, my client now has
7 possession of that property. In your professional
8 opinion, that property, if it includes the road, is
9 1.48 acres. Am I correct?

10 A Yes, sir.

11 MR. FINGER: One second, Your Honor. I
12 may be done.

13 BY MR. FINGER:

14 Q At any time during your survey work, were
15 you ever threatened by anyone on Mr. Gardner's
16 property, you or your employees?

17 A No, sir. Mr. Gardner and -- everybody's
18 been very nice to me. There's been no threats. Even
19 when I went back out there later for the county, it
20 was all -- it isn't -- I just -- I quit going out
21 there because it was you going to remark the same line
22 over. It's redundant, and I wasn't going to get in
23 the middle of a feud.

24 Q Do you still have the various plats
25 that -- 23, which is the one that's marked problem

1 plat.

2 A No. I do not.

3 Q Here's the -- here's 23, marked problem
4 plat.

5 A Yes, sir.

6 Q That plat was, in fact, recorded; right?
7 And then the assessor afterwards put such a marker on
8 there. Is that right?

9 A When you pull it up on -- when you do your
10 research, and when you pull up the plat -- page, all
11 you see is the note problem plat, see assessor. So
12 you don't get to see the line.

13 MR. FINGER: Okay. Ruben, you have one
14 without the marker on it, am I correct?

15 MR. O'KELLEY: He's got one without the
16 marker on it.

17 MR. FINGER: You have one without the
18 marker on it also?

19 MR. O'KELLEY: 23A, Terry.

20 MR. FINGER: 23A?

21 MR. O'KELLEY: Yep.

22 MR. FINGER: One of the big ones? Is
23 that it?

24 MR. O'KELLEY: It's the big one.

25 THE WITNESS: There it is.

1 MR. FINGER: There it is.

2 BY MR. FINGER:

3 Q So here is the actual plat signed by Hillary
4 Austin on behalf of County. Is that correct?

5 A That's correct.

6 Q So the County approved its recording, and
7 then the assessor unilaterally said, "No. It's a
8 problem plat."

9 A Well, Ms. Hillary doesn't get into boundary
10 resolution.

11 Q Right.

12 A If it meets the county planning standards,
13 she more or less has to stamp it.

14 Q Okay.

15 A And the tax assessor should just take it and
16 say, "Look, we may not agree with it, but we still
17 need to record it for prosperity for the future.

18 MR. FINGER: Very good. No further
19 questions. Thank you.

20 One second please.

21 BY MR. FINGER:

22 Q Is it your professional opinion -- if we
23 could go back to the last -- 23A, which is the
24 full-size plat, is it your opinion that the property
25 now owned by my client, formerly owned by John Howard,

1 Pearl Howard, and Gabardy -- does it go all the way
2 down to where it hits Ashton Drive?

3 A Yes, sir. My opinion is that he owns the
4 dirt, but there's a road down there on the --

5 Q Okay.

6 A -- side. I don't know if it's used or what
7 not.

8 Q Right. And the only marker that you found
9 on the marsh side is down here in the lower left; am I
10 correct?

11 A That's correct.

12 Q Okay. And the rest is just bounded by the
13 marsh?

14 A That's correct.

15 Q Okay.

16 MR. FINGER: Thank you. No further
17 questions. Thank you.

18 MR. KIDD: Thank you, Your Honor.

19 CROSS-EXAMINATION

20 BY MR. KIDD:

21 Q Mr. Gasque, my name is Dylan Kidd. I
22 represent Beaufort County in this case. I just have a
23 couple of questions for you based on your testimony
24 today. We've heard that you've looked at a lot of
25 documents and records multiple times throughout your

1 investigation into this piece of property. Is that
2 correct?

3 A That's correct.

4 Q You're very familiar with this property?

5 A Yes, sir.

6 Q And at the end of your investigation over
7 the years, several decades now, do I understand
8 correctly that you cannot conclude that Mr. Gardner
9 owns the 30-foot road we've been discussing?

10 A I do not believe Mr. Gardner owns it because
11 of the way the deed's written. But if it's not the
12 property of Howard that got taxed sold away, who is
13 it?

14 Q I understand. And that's why we're
15 here -- we're here trying to figure out.

16 A -- the county and ask the county on the
17 onset who owns this road, and the county said we
18 didn't. When I met with the county administrator on
19 the site, he acknowledged the county didn't own it.

20 Q Okay. And you --

21 A And mister -- started with an "H."

22 Q That's what I was going to ask you. Who at
23 the county did you discuss this property with?

24 A I can't -- with the deputy administrator
25 because I made a remark to him, "Why don't y'all just

1 buy it?" And they were talking about money. I said,
2 "Well, look what you just bought Whitehall for." You
3 know, I mean, this is a deal. And he called me two
4 days after that conversation and said, "We got
5 something in the works. We might be able to do this."
6 A week later the county administrator, who was a
7 female at the time, was fired. So I think it went
8 away.

9 Q Okay. Do you know if this deputy
10 administrator had the authority to issue a binding
11 legal opinion as to whether the ownership of the
12 county road?

13 A He was a lawyer, but no, I don't know.

14 Q Okay. And likewise, going back to my
15 question about your investigation of this matter over
16 a couple of decades, do I understand correctly that
17 you also cannot conclude that Mr. Adams owns the
18 30-foot dirt road?

19 A My opinion, he owns the dirt up there --

20 Q He owns the dirt on the road -- okay. Okay.
21 Are you aware of the public using that road over the
22 course of the time that you've been out there?

23 A I have been told that it has been used. And
24 I heard that one time there was somebody trying to get
25 an adverse use on the property. You don't need an

1 adverse use against the county, so that kind of tells
2 me it was against a private person.

3 Q All right. Do you know that legally you
4 cannot adversely possess against the county?

5 A Yeah, I know you can't adversely possess the
6 county or the king.

7 Q Not one in the same here.

8 A Never.

9 Q And so as to -- I wanted to ask you
10 about -- so -- all right, as to the marking of the
11 problem plat, did you ever speak with anyone at the
12 county as to specifically why this plat was marked a
13 problem plat?

14 A If I recall correctly, they just didn't
15 agree with it.

16 Q Okay, but did you speak with anyone at the
17 county about it?

18 A It would probably have been, I think,
19 Ms. Daise --

20 Q Okay. Are you sure that you spoke with
21 Ms. Daise about it?

22 A I know I talked, but I don't know how, you
23 know, in-depth or what not.

24 Q Sure. Okay. And you do not know the reason
25 that this specific plat was marked as a problem plat?

1 A I ain't got -- verbatim, they didn't tell
2 me -- information, that's what's going on.

3 Q Okay. So that's your understanding, but not
4 the actual words that were used.

5 A Right.

6 MR. KIDD: Okay. That's all the
7 questions I have. Thank you.

8 MR. O'KELLEY: Just briefly, Your
9 Honor.

10 REDIRECT EXAMINATION

11 BY MR. O'KELLEY:

12 Q You said you hadn't read the Court of
13 Appeals' opinion in this case; correct?

14 A No, I have not read the court --

15 Q All right. If I tell you that the Court of
16 Appeals found the following: "Neither Leroy Gardner
17 Sr. nor John Howard owned the road. Thus, neither
18 Charles Gardner nor Adams, through his position in
19 Howard's property chain of title, owns it now." Do
20 you agree with that statement?

21 A Not necessarily.

22 Q Do you know -- have you ever heard of the
23 doctrine called Law of the Case? And if you
24 haven't --

25 A No, sir.

1 Q Then I don't need to ask you about it.
2 Thank you, Mr. Gasque.

3 RECROSS-EXAMINATION

4 BY MR. FINGER:

5 Q It is your professional opinion, based upon
6 your decades of work on this property, that my client
7 owns the dirt where that road sits. Is that correct?

8 A If not him, who?

9 Q All right. Thank you.

10 A Because you know, Charles took his --

11 Q Right.

12 A It was taxed out of the way. So who owns
13 it?

14 Q So it would be my client?

15 A That would be my summation.

16 MR. FINGER: Thank you. No further
17 questions.

18 THE COURT: Anything else?

19 THE WITNESS: Thank you so much, sir.

20 THE COURT: Thank you so much, sir.
21 Step on over here.

22 THE WITNESS: Thank you.

23 THE COURT: Anything else from the
24 plaintiff for this witness?

25 MR. O'KELLEY: No, sir, Your honor.

1 And I don't know if we need to make motions for record
2 preservation or not, but I'm happy to do so.

3 I'm sure Mr. Finger will be
4 making -- as well.

5 MR. FINGER: Yes, sir.

6 Good to see you. Appreciate it.

7 THE COURT: And I think we put on the
8 record earlier that your case remains open.

9 MR. O'KELLEY: Correct. So I
10 don't -- in terms of motions and when to do them,
11 since the case is going to remain open, we might --

12 THE COURT: Probably ought to wait.

13 MR. O'KELLEY: Yes, sir. That's my
14 point. Because we're not -- we're not resting. We're
15 just kind of taking things out of order.

16 MR. FINGER: If I could speak with
17 plaintiff's counsel for one second.

18 THE COURT: Sure. We'll be off the
19 record.

20 (Off the record.)

21 THE REPORTER: Are we ready?

22 MR. O'KELLEY: Yes, ma'am. Yes, ma'am.

23 THE REPORTER: Okay.

24 MR. FINGER: The parties have agreed
25 that due to the illness of Ms. Daise, and she will be

1 heard at some point later upon her recovery, plaintiff
2 can't rest until that happens. I can't make my motion
3 for a directed verdict until that happens and the
4 county can't make any motions. So we will do
5 Ms. Daise, we'll finish the live testimony, we'll do
6 Ms. Daise, and then at that point in time the Court
7 hopefully will entertain any trial motions, directed
8 verdicts, non-suit, etc., as if they occurred in their
9 normal course.

10 MR. O'KELLEY: And Your Honor, we're in
11 agreement with that, and that goes because now the
12 defendant can't rest and the county can't rest, so we
13 can't make our motions either. So we're all hinged
14 upon Ms. Daise. And we've agreed that we'll take the
15 defendant's witness or witnesses out of order just so
16 we can keep working and don't have to come back.

17 But we will make motions as to the
18 defendant's case at the later date as well, knowing
19 that all that testimony is already in. It's a little
20 unusual, but we just want to make sure the record is
21 fully protected so our friends in Columbia don't say
22 you didn't do this when you were supposed to, because
23 they love to do that from time to time.

24 THE COURT: All right. Makes it a
25 whole lot easier when it's non-jury.

1 MR. O'KELLEY: Yes, sir. But still, we
2 have to make the motions, or we --

3 THE COURT: No, no, of course. I just
4 mean we're going to have to round up a jury and bring
5 them back.

6 MR. O'KELLEY: Correct. Correct.

7 THE COURT: -- testimony. So -- and
8 Mr. Kidd, you're in agreement with that as well?

9 MR. KIDD: Yes, Your Honor. Yes.

10 THE COURT: Okay. That's the way we
11 will proceed then.

12 So, without resting, we'll move to the
13 defendant's case. And Mr. Finger, did you need a
14 break before we start?

15 MR. FINGER: -- five minutes. That'd
16 be great.

17 THE COURT: Perfect. We'll see you
18 then.

19 MR. FINGER: Thank you.

20 THE COURT: We'll be off the record.

21 (Off the record.)

22 THE COURT: Court reporter, tell me
23 you're all ready.

24 THE REPORTER: Just give me one moment.

25 THE COURT: All right.

1 THE REPORTER: All right.

2 THE COURT: All right, then, we are
3 back on the record.

4 Defendant calls Ruben Adams as -- first
5 witness.

6 THE REPORTER: This is going to be in
7 your way?

8 MR. ADAMS: Slide it down just a little
9 bit. I'm sorry.

10 THE REPORTER: I'm just going to move
11 it right here.

12 THE COURT: You probably heard about
13 the tricky step there, sir?

14 MR. ADAMS: Oh, several times. Yes,
15 sir.

16 THE COURT: All right. Be careful.

17 MR. ADAMS: As far as -- not too
18 much --

19 WHEREUPON,

20 TAYLOR RUBEN ADAMS,
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: Can you state your whole
25 name for the record?

1 THE WITNESS: Taylor Ruben Adams.

2 THE COURT: Sir, please have a seat and
3 answer any questions -- going to have of you.

4 THE WITNESS: Yes, sir.

5 DIRECT EXAMINATION

6 BY MR. FINGER:

7 Q Ruben, where do you live?

8 A 240 Warsaw Island Road, St. Helena Island,
9 South Carolina 29920.

10 Q Where did you grow up?

11 A Sulphur, Louisiana, until I was 36 years
12 old.

13 Q Okay. Then you moved to Beaufort County at
14 about that time; is that correct?

15 A Yes, sir, exactly. In 1998.

16 Q Just very briefly tell the court what type
17 of occupations you've had up until now, if you would
18 please.

19 A It's going to sound like it was -- what did
20 I do?

21 Q Go ahead.

22 A It -- it was -- it was really too many to
23 tell. I was a master of no trades, and I did
24 everything that I could to get a job. So mostly it
25 was concrete, building houses, building my own houses

1 and spec houses since I was 24 years old. And I also
2 started a little candy business I called Cajun Cream.
3 And also I owned a mechanical sewage treatment
4 company. And I also -- I had it built at a location
5 and then also I installed those sewage treatment
6 facilities.

7 Q Okay. How long have you been living on
8 Warsaw Island?

9 A We moved in in 2015.

10 Q Okay. You closed early 2015. Your deed is
11 in record. I think it's --

12 A January --

13 Q -- January of 2015.

14 A January 13, 2015.

15 Q You live in an RV; is that correct?

16 A I do.

17 Q And you have a lifetime of experience with
18 RVs; am I correct? You've had RVs for a long time?

19 A I've -- I've had two before these two.

20 Q Okay. Okay. Very good. You've had a lot
21 of problems with your neighbor, Mr. Gardner, am I
22 correct?

23 A Lots and lots.

24 Q What are the nature of those problems?

25 A Of the problems?

1 Q Yeah. What kind of problems have you had
2 with him?

3 A Well, mostly it's been a lot of attacks
4 based on the color of my skin. They've shown a lot of
5 hostility toward me and my wife. And they
6 continually, especially after July 4, 2017, is when it
7 really got heavy with harassment. A lot of nuisance
8 that was on a daily -- almost a daily basis. If I had
9 to guess, I would say it was 80 percent of the -- of
10 the year.

11 And so there was a couple months that they would,
12 off and on, they would -- they would leave me alone.
13 But they -- they called my wife names. They made
14 threats in front of my grandchildren. I'm sorry I
15 didn't bring the book or even show it to you,
16 but -- but there are notes that they took that -- that
17 the man's wanted to -- his -- his papa, papa's what
18 they call me, wanted papa -- he wanted papa dead.

19 Q Has he threatened to kill you before?

20 A On many occasions.

21 Q Have other people in Mr. Gardner's presence
22 on his property threatened to kill you?

23 A On many occasions.

24 Q Who else other than Mr. Gardner?

25 A Joe Cutthroat. That's Cuppert. I'm sorry.

1 I didn't mean to say that, but that is a nickname
2 that --

3 Q Okay. He was in the courtroom yesterday.
4 Is he here today?

5 A Yes, sir.

6 Q Okay. Seated in the back here?

7 A Back -- very back and to the right.

8 Q The one that's kind of smirking at you now?

9 A That's the one.

10 Q Okay.

11 MR. O'KELLEY: Objection.

12 THE WITNESS: May I --

13 MR. O'KELLEY: Your Honor, Mr. Finger
14 shouldn't be categorizing what someone in the
15 courtroom is doing.

16 MR. FINGER: I'm sorry, Your Honor.

17 THE COURT: Go ahead.

18 BY MR. FINGER:

19 Q Document Plaintiff's Exhibit 2 for ID
20 yesterday. Did you take that picture?

21 A I did.

22 Q Does that accurately represent what was
23 being done to you at the time?

24 A This is just a part of it.

25 MR. FINGER: Your Honor, we'd move this

1 into evidence.

2 MR. O'KELLEY: I don't know what it is.

3 MR. FINGER: It was ID'd yesterday.

4 MR. O'KELLEY: Yeah, but he needs -- I
5 don't know who took that picture.

6 MR. FINGER: He just said he did.

7 MR. O'KELLEY: Oh, that's fine. Sorry.

8 THE COURT: Do you have any --

9 MR. O'KELLEY: No objection, sir. No
10 objection, Your Honor.

11 THE WITNESS: May I get these
12 started --

13 MR. FINGER: Your Honor, with the
14 Court's permission I'm going to remove the ID from
15 Defendant's Exhibit 2.

16 THE COURT: All right. Or you could
17 just go right over it with another sticker. Whatever
18 is easier. Looks like that's easier.

19 MR. FINGER: Okay. Thank you.

20 THE COURT: And that will be
21 Defendant's 2; correct?

22 (Defendant's Exhibit 2 was received
23 into evidence.)

24 BY MR. FINGER:

25 Q Is this a common occurrence, Defendant's

1 Exhibit 2?

2 A Yes, sir, it is. And you'll notice, if you
3 can see it here, you'll see Mr. Gardner is sitting
4 right here, and then there are others. As a matter of
5 fact, just shortly after -- before that, Officer
6 Garcia was out, and he had just got through from
7 telling Officer Garcia that I harass them all the
8 time. He always harasses us. And then when the
9 officer left, this is what he shows us. By the way,
10 he's nicknamed "diaper boy," and that's why -- I guess
11 that's why they call him that.

12 MR. FINGER: Defendant's Exhibit number
13 3 for identification from yesterday.

14 BY MR. FINGER:

15 Q Did you take these pictures?

16 A Yes, sir, I did.

17 Q Okay. And did they accurately reflect
18 conduct that was from Mr. Gardner and people on his
19 property directed towards you and your wife?

20 A Yes, sir. Except for the car, he wasn't
21 present when that took place. And he also wasn't
22 present when his daughter Valerie was taking the
23 machete after the fence and came this close to hitting
24 my wife's hand.

25 Q Okay. So the machete -- picture of the

1 person with the machete, that's Mr. Gardner's
2 daughter?

3 A Yes.

4 Q And she was chopping at a fence right close
5 to you in your wife?

6 A And this other picture here denotes that
7 also.

8 Q There's two pictures of --

9 A Yes, sir.

10 Q -- of Ms. Gardner with the --

11 A -- same -- at the same time.

12 MR. FINGER: Okay. Your Honor, we'd
13 move this into evidence as Defendant's 3.

14 MR. O'KELLEY: No objection.

15 THE COURT: That'll be Defendant's 3.

16 (Defendant's Exhibit 3 was received
17 into evidence.)

18 BY MR. FINGER:

19 Q The picture of Mr. Gardner on the right in
20 Defendant's Exhibit 3, what's he doing?

21 A He had already previously to that -- he was
22 telling -- asking me if I wanted to suck his dick.

23 Q Okay. And then he pulled his pants down, or
24 pulled it -- he unzipped his pants?

25 A He unzipped his pants. Then after he

1 reached in there and grabbed whatever -- see there at
2 that point.

3 Q Okay. Okay. The person in the white car,
4 that's somebody leaving Mr. Gardner's property and
5 flipping you the bird?

6 A Yes, he is. I would say recently deceased,
7 and that would be Georgia Mae Champion. And I think
8 it's also Georgia Mae Taylor. I don't --

9 Q Okay. On the left of this picture there's a
10 gentleman, looks like he's also showing you his penis.
11 Who is that?

12 A That's David Grant. No. No. Yeah, David
13 Austin, I'm sorry. David Austin. Yes, sir.

14 Q And this is conduct that you and your wife
15 have put up with since 2017; am I correct?

16 A Yes, sir.

17 Q Okay. What type of music are you constantly
18 subjected to by Mr. Gardner?

19 A Sir, it's actually loud and vulgar. Other
20 than that, it's -- in other words, that it doesn't
21 show -- it's talking about candy and lick it, lick it,
22 lick it. Some of the music that he used to play was
23 actually -- I quite enjoyed it. I just -- it just was
24 extremely loud and there was just a lot of shouting
25 and hollering and cursing. And it was done to -- to

1 aggravate me and my --

2 MR. O'KELLEY: Your Honor, that's
3 calling for speculation. You can't say why people
4 were playing music.

5 THE COURT: Sustained as to that
6 portion.

7 BY MR. FINGER:

8 Q Did it aggravate you?

9 A Extremely. I had no peace and quiet there,
10 sir.

11 Q Okay. And you and Mr. Gardner have been
12 under a mutual restraining order from Judge Mullen
13 since May of 2018; is that correct?

14 A It is correct.

15 Q And that order states that the restraining
16 order lasts for the entirety of this case; am I
17 correct?

18 A Yes sir, that's correct.

19 Q So when Mr. Gardner yesterday said he could
20 play his music any way he wanted because he didn't
21 have a restraining order, he was in fact incorrect; is
22 that right?

23 A That's correct. And also it did not -- it
24 did not come with a decibel reader, it just said it
25 wouldn't -- shouldn't come out at all.

1 Q You have your phone with you; is that
2 correct?

3 A Several of them.

4 Q And you have video from last week --

5 A Yes, sir.

6 Q -- on your phone that you took; is that
7 correct?

8 A Yes, sir.

9 MR. FINGER: This is videos. I think I
10 sent to the two of you last Friday, I believe.

11 BY MR. FINGER:

12 Q Will you tee up your video showing the very
13 loud music that you and your wife were subjected to by
14 Mr. Gardner and some of his friends last week?

15 MR. O'KELLEY: Your Honor, I've been --

16 THE WITNESS: Yes, sir.

17 MR. O'KELLEY: -- pretty gracious, but
18 what does this have to do with the ownership of the
19 road? Absolutely nothing. This is some sort of
20 harassment claim, which actually doesn't even exist
21 because that wasn't asserted in response to the
22 amended Summons and Complaint by the defendant.

23 MR. FINGER: Your Honor, in our pending
24 answer and counterclaim to the Amended Complaint, we
25 have a counterclaim for trespass and harassment

1 seeking damages. We have a counterclaim for Frivolous
2 Civil Procedure Sanctions Act. We have a counterclaim
3 for our Quiet Enjoyment and an Invasion of Privacy.
4 We have a counterclaim for nuisance. And we have a
5 counterclaim for an injunction regarding -- so it's
6 all directly relevant, Your Honor.

7 THE COURT: All right.

8 MR. O'KELLEY: There's no claim under
9 law for harassment. If he wants to say it's part of
10 the nuisance claim, that's fine. But I just don't see
11 where we're going here.

12 THE COURT: All right. Well, I'll
13 allow him to put it in.

14 MR. FINGER: Yes, sir. Thank you.

15 MR. O'KELLEY: Thank you, Your Honor.

16 THE COURT: And y'all have -- both
17 counsels have reviewed the video?

18 MR. O'KELLEY: We got videos late on
19 Friday. We got a ton of videos as I was driving back
20 yesterday to Charleston. I have no idea what's in a
21 lot of these things, but I have a feeling they'll be
22 remembered.

23 THE COURT: What is the -- is it one
24 video?

25 MR. FINGER: Your Honor, this is a

1 video from last week with -- designed to show the
2 Court the music intensity that continues up until the
3 present time.

4 THE COURT: So this is one video of
5 rough -- like what length?

6 MR. FINGER: I think it's about three
7 minutes if I recall.

8 THE COURT: Okay. And when -- since it
9 sounds like a series of videos were sent to counsel,
10 when was this one?

11 MR. FINGER: This was sent on Friday.

12 MR. O'KELLEY: Friday after
13 five -- around five o'clock.

14 MR. FINGER: Yeah, I got it earlier
15 that day.

16 MR. O'KELLEY: I'm just -- he asked
17 when it was sent.

18 THE COURT: Yeah. So all right. So
19 it's a roughly three-minute video sent Friday.

20 MR. FINGER: That's my recollection.

21 BY MR. FINGER:

22 Q Mr. Adams, were you able to find that video?

23 A I'm almost to it, sir.

24 Q Thank you.

25 I could find it on here, perhaps, but --

1 A Yes, sir. That would be --

2 THE COURT: I wish I knew how to work
3 with that thing over there.

4 MR. FINGER: It makes two of us, Judge.
5 You don't need to put that in the
6 record.

7 I apologize for not being more
8 prepared, Your Honor.

9 BY MR. FINGER:

10 Q Is this the video we're talking about.

11 (Video played.)

12 A Yes, sir. That is it.

13 Q Did Mr. Gardner just turn the music up?

14 THE COURT: Does counsel want to come
15 around? If we can just see if we can get ourselves in
16 a position where we can all see it.

17 All right. Sorry about that. Go
18 ahead, please.

19 (Video played.)

20 MR. FINGER: Thank you, Your Honor.

21 BY MR. FINGER:

22 Q Mr. Gardner has a speaker outside his
23 garage; is that correct?

24 A Yes, sir.

25 Q In that video, he went over and even turned

1 it up; am I correct?

2 A Yes, sir.

3 Q For a period of time, and maybe still, he
4 had speakers on trees pointing at your house; am I
5 correct?

6 A Speakers.

7 Q Speakers. And he also had -- did he ever
8 have speakers on trees or was that always by the
9 garage?

10 A Yeah, speakers on trees -- on two different
11 trees. And he has a video camera or two on one tree,
12 and he has three on his house.

13 Q So he's got video cameras on trees along the
14 property line directed towards you and your house; am
15 I correct?

16 A That's correct.

17 Q He also has microphones on trees directed
18 towards your house; am I correct?

19 A Yes sir, that's correct.

20 Q And that's going on for years; am I correct?

21 A Yes, sir.

22 Q Conduct similar to what we just saw in this
23 video has gone on for years also; is that correct?

24 A Yes, sir.

25 Q And a video like that, that was what was

1 played before Judge Corley [ph] when Judge Corley
2 [ph] --

3 MR. O'KELLEY: Objection, Your Honor.
4 Leading.

5 BY MR. FINGER:

6 Q Was a video similar to that played to Judge
7 Corley [ph] when we had the hearing in January of
8 2023?

9 A Yes, sir.

10 Q You played a number of videos for him that
11 time; is that correct?

12 A Yes, I did.

13 Q And as a result of that hearing -- who took
14 who to court on that case back in January of '23 in
15 front of Judge Corley [ph]?

16 A Charles Gardner took me to court.

17 Q Right, and then you asserted a counterclaim
18 back against him; am I correct?

19 A Yes, I did.

20 Q Okay. And at the conclusion of that,
21 Mr. Gardner went to jail for seven days; am I correct?

22 A That's correct.

23 Q And he was let out after three, as far as
24 you recall?

25 A Yes.

1 Q How many times has Mr. Gardner taken you to
2 magistrate court?

3 A Four to six times.

4 Q Have you ever been found guilty of any
5 crimes or guilty of violating any restraining order
6 relative to Mr. Gardner?

7 A No, sir, I have not.

8 Q Has he?

9 A Well, he was asking -- I mean, to answer,
10 yes.

11 Q Exhibits, Defendant's Exhibit 4 and 5, which
12 were introduced yesterday, show that when -- what do
13 they show?

14 A It shows a creosote post with a private
15 note -- with property on it. Each one of them do.
16 And it shows a cable going all the way across the
17 road.

18 Q And that was before you bought the property;
19 is that correct?

20 A That was before I bought it. That was after
21 I signed the contract to purchase it.

22 Q Okay. And Mr. Gardner had posted it as
23 private property, or somebody had?

24 A He didn't -- I don't know if he posted it or
25 not. I only know that he told me that it was his

1 property.

2 Q Okay. What was the condition of the
3 property when you bought it?

4 A The property itself was in a -- was
5 a -- actually, it was a community dump. There were
6 televisions, tires, I would say thousands of beer
7 bottles, whiskey, wine, beer bottles, beer cans.
8 There was probably a dozen or more crab traps that
9 were inoperable. They were stacked up and then they
10 were found throughout the property. And there were
11 five boats on the property also that were left there
12 to -- as a cemetery, I guess.

13 Q What did you do to clean it up?

14 A I -- I hired an Oliver construction, or
15 Bush-Hogging, and he came in with a good crew and they
16 cleared out all the brush, left all the trees eight
17 inches and larger. And they cleaned they -- they
18 cleaned palm trees up. They got rid of all the trees
19 and all the debris. It was a 35-yard dumpster.
20 And -- and you can see where they're pulling
21 the -- putting all the trash in and along with the
22 boats.

23 Q Okay. And I asked Mr. Gardner yesterday
24 about a boat that washed up on your property during a
25 storm. Do you recall that portion?

1 A I do.

2 Q Tell the Court about what happened there, if
3 you would, please.

4 A This was after the hurricane. I think the
5 first hurricane that I've ever been in, and
6 I'm -- I've been living here since '88. And a boat
7 that we found out later, a yacht is what it was, it
8 came up on the property between Mr. Gardner and
9 Mr. Richard's -- Mr. Williamson's property. And we
10 were given the right to salvage on it.

11 And -- remember when I talked about it, and
12 we decided that we were neighbors, and since it's
13 closer to his property, that we would go ahead and
14 give it to him. So we knocked on his door. At that
15 point in time, one of his good friends stared me down,
16 and they didn't know what salvage laws were. And
17 apparently they didn't know how to work the internet,
18 but they figured it out somehow --

19 MR. O'KELLEY: Your Honor, I'm going to
20 object that he can't say what other people knew about
21 salvage laws, or your --

22 THE COURT: -- just get what you know.

23 THE WITNESS: Okay. Well, they told me
24 they did not --

25 MR. O'KELLEY: Your Honor, again,

1 that's hearsay. That's --

2 MR. FINGER: Okay. Yeah.

3 BY MR. FINGER:

4 Q Just -- what did you do?

5 A So we -- so we let the insurance people know
6 that we were giving it over to Mr. Gardner.

7 Q Okay. And you gave the boat to Mr. Gardner?

8 A Yes, sir.

9 Q He salvaged it?

10 A Yes, sir.

11 Q Okay. What did you do to help Mr. Gardner
12 when you first bought your property relative to his
13 garage doors?

14 A Well, he had two 8x8 or 8x14 wooden doors,
15 and they would make a lot of noise when the wind
16 would -- it would slam around. And he -- he would
17 work on it at least twice that I'm -- that I'm aware
18 of. And each time I went over and asked him if I
19 could help him, and I was shooed away because I was
20 white. And they -- he would say, "We don't need
21 your help around here." And so at a later date when
22 they were here --

23 MR. O'KELLEY: Again, Your Honor, I'm
24 going to object to him saying why he shooed -- racial
25 animus in my client's heart -- he doesn't know what my

1 client thinks.

2 THE COURT: Again, try to restrict your
3 answers to what you observe, not what someone else was
4 thinking.

5 THE WITNESS: Okay.

6 BY MR. FINGER:

7 Q Have you been called a cracker by
8 Mr. Gardner and his friends?

9 A Yes, sir.

10 Q Have you been alleged to be a member of the
11 KKK by Mr. Gardner and his friends?

12 A Yes, sir.

13 Q That happens on a regular basis; am I
14 correct?

15 A They call me names, awful names. This would
16 be one of the --

17 Q Okay. All right. So back to the garage
18 door. What did you do to help Mr. Gardner with the
19 garage door?

20 A I asked him why doesn't he put up a garage
21 door, and he said because it costs too goddamn much
22 money. And then I said, "Well, how much does it
23 cost?" And he said, it's 10,000 goddamn dollars. And
24 I said, "Well, how do you know that?" And he said,
25 "Because my goddamn sister told me." I said -- and

1 then that happened several times because I had asked
2 him on several occasions.

3 And then finally, when he -- I asked him
4 again, the last time that I asked him, he said the
5 same thing, that he couldn't afford 10,000 goddamn
6 dollars. And I said, "Did your sister really tell you
7 that?" He says, "You're goddamn right." And I said,
8 "Well, sir, I can get -- let me call for you and make
9 some calls to the people that I know and see if I can
10 get you one that's a lot cheaper. Because I just put
11 five of them in at my house in -- back in about five
12 years ago, and I paid \$800 each." And he said go
13 ahead.

14 So I -- I made the calls right there in his
15 garage. And I got four different companies that they
16 would come out, and they would call me when they come.
17 So each time that they came, they called me. And I
18 went over and represented Mr. Gardner for what he
19 should pick out. It wound up costing him with a
20 double garage door with a -- you know, a door
21 opener -- and anyway, he paid \$1,700 for it.

22 Q I'm going to hand you a document. Would you
23 identify this for us, please?

24 A Yes, sir. It's -- yes, sir.

25 Q What is that?

1 A It's from the County of Beaufort. It is a
2 staff review team that includes Hillary. It's says
3 it's a present form --

4 MR. O'KELLEY: And, Your Honor, I'm
5 going to object to him reading from this. This is --
6 BY MR. FINGER:

7 Q Is this something that you processed with
8 the county?

9 A This -- this --

10 MR. O'KELLEY: Your Honor, may I make
11 my objection?

12 THE COURT: Hold on one second.
13 What was the objection?

14 MR. O'KELLEY: The objection is this is
15 a document that Hillary Austin signed, 7/9/15. This
16 is hearsay. Ms. Austin hasn't been listed as a
17 witness. She's not here to testify. It's classic
18 definition of an out-of-court statement being used to
19 prove the truth of the matter, therein, it shouldn't
20 be identified, it shouldn't be referenced or testified
21 to, and I object to the document.

22 MR. FINGER: Your Honor, this is a
23 document from a party opponent in this lawsuit signed
24 by the zoning and development administrator of
25 Beaufort County. And it is a business record, and it

1 is admissible. It's not hearsay.

2 THE COURT: All right. I'll -- what is
3 it exactly? Let's see the -- form.

4 MR. FINGER: This is when he was first
5 seeking to get a building permit to build a house on
6 the property.

7 THE COURT: I'll allow it. Thank you.
8 Your objection is noted.

9 MR. O'KELLEY: -- with a running
10 objection for each, Your Honor. Thank you.

11 MR. FINGER: Your Honor, we would move
12 this in as Defendant's Exhibit --

13 THE REPORTER: This would be 6.

14 MR. FINGER: Six.

15 THE COURT: Six.

16 (Defendant's Exhibit 6 was marked for
17 identification and received into
18 evidence.)

19 BY MR. FINGER:

20 Q I hand you what has been marked as
21 Defendant's Exhibit number 6.

22 A Yes, sir.

23 Q What is the acreage that is shown for your
24 property on Defendant's Exhibit 6?

25 A 1.49 acres.

1 Q And that was based upon the survey that
2 Mr. Gasque did for you where he indicated you had 1.49
3 acres; right?

4 A Yes, sir.

5 Q Okay. Did you ultimately build a house
6 there?

7 A No, sir.

8 Q Why not?

9 A Because I wanted to be able to get a
10 confirmation of the size of the property so that I
11 wouldn't be found -- get into any trouble bigger than
12 that.

13 Q After you took ownership of the property and
14 after Judge Buckner ruled, what did you do relative to
15 a gate on the road?

16 A I put up a gate at the behest and advice of
17 one, Robert Arbelo, Lieutenant Robert Arbelo. He said
18 the best thing I could do is --

19 MR. O'KELLEY: Your Honor, I'm going to
20 object to him telling us what Mr. Arbelo told him.

21 THE COURT: Sustained.

22 BY MR. FINGER:

23 Q Based upon your discussions with Lieutenant
24 Arbelo, what did you do?

25 MR. O'KELLEY: Your Honor, that's, I

1 think, a backdoor way to get what Mr. Arbelo told him.

2 THE COURT: Well, I'll allow -- I'll
3 allow that, but thank you.

4 Go ahead, sir.

5 THE WITNESS: He told me that if I --

6 MR. FINGER: No. You can't -- you
7 can't testify --

8 THE WITNESS: Oh. Oh.

9 BY MR. FINGER:

10 Q After your discussions with
11 Lieutenant Arbelo, what did you do relative to a gate?

12 A I put one up.

13 Q Is that the gate that's still up now?

14 A Actually, there's two gates, but they're all
15 one big piece.

16 Q Did you ever talk with Ms. Daise from the
17 county about this plat that she labeled, or that the
18 assessor's office labeled, "problem plat"? Did you
19 ever talk to her about that?

20 A Yes, sir.

21 Q Okay. What discussions did you have with
22 her about that?

23 A Beverly and I went into her office, and we
24 asked her because it had called -- the letter that she
25 sent said 30 days. So we went in within the 30 days.

1 And she told us that we were not the rightful owners
2 according to the quiet title.

3 And we asked her, "If I don't own the
4 property and Charles Gardner doesn't own the property,
5 then who owns the property?" And she said, "As far as
6 I'm concerned, it belongs to the heirs of the
7 Gardner's."

8 Q Did she indicate to you that she was a
9 relative of the Gardner's in that conversation?

10 A No, sir.

11 Q Relative to the boat ramp, did you go to
12 Beaufort County and ask them to give you a list of the
13 boat ramps in Beaufort County?

14 A No, sir. No, sir.

15 Q Well, let me hand you a document. Tell me
16 what you got.

17 A Yes, sir.

18 Q Where did you obtain that document?

19 A On Warsaw Island there's a library, and
20 there was a meeting because the -- there was a company
21 hired to ask people questions about what they thought
22 about the existing boat ramp, and also did they think
23 that they -- what they needed to do with it.

24 So there were people that were even here in
25 this courtroom today that were there, that were

1 present. And so I had an opportunity because they
2 asked us if we had any questions. And I raised my
3 hand and I asked them if they were looking to purchase
4 any boat ramps and for places to put them in, and they
5 said yes.

6 And I said "Well, what is it the -- a
7 30-foot wide 500 feet long and 30-foot wide going from
8 a road down to a -- an existing makeshift boat ramp,
9 is that something that you could use?" Everybody --
10 MR. O'KELLEY: I'm going to -- again, I
11 think we're skirting hearsay very closely. He's
12 telling us what somebody else said.

13 MR. FINGER: Okay.

14 THE COURT: Sustained.

15 BY MR. FINGER:

16 Q Did you get this document at that meeting?

17 A Yeah. We got those documents from that
18 meeting.

19 Q Okay. And does it show Warsaw Island, the
20 boat ramp, on --

21 MR. O'KELLEY: Your Honor, I'm going to
22 object to this document. We don't know who listed
23 this. He says he got it from a meeting. If he got it
24 from a meeting, then it's hearsay.

25 MR. FINGER: No. It's got the -- it's

1 got a -- it's a county meeting. It's got the county
2 stamp on it.

3 THE COURT: I'll allow it.

4 MR. FINGER: All right.

5 THE COURT: Overruled.

6 What are you putting --

7 MR. FINGER: Seven. Seven.

8 (Defendant's Exhibit 7 was marked for
9 identification and received into
10 evidence.)

11 THE COURT: Thank you.

12 MR. FINGER: And I'm sorry for jumping
13 around so much, Your Honor and counsel.

14 BY MR. FINGER:

15 Q This photograph here, did you take this
16 photograph?

17 A I did.

18 Q This was at or about the time you acquired
19 the property; is that correct?

20 A This was shortly after I purchased the
21 property, within five days.

22 MR. FINGER: You guys have seen this
23 one?

24 MR. O'KELLEY: It's already in; right?

25 MR. FINGER: No, this one's not in.

1 This is --

2 MR. O'KELLEY: Oh, I thought it was.

3 MR. FINGER: Yeah. Two other big ones.

4 We would move this as Defendant's Exhibit 8.

5 THE COURT: Defendant's 8.

6 (Defendant's Exhibit 8 was marked for
7 identification and received into
8 evidence.)

9 UNIDENTIFIED SPEAKER: No objection.

10 BY MR. FINGER:

11 Q Is that the hood of your truck?

12 A That is --

13 Q You took the picture?

14 A Yes, sir.

15 Q And you recall yesterday, I think Mr. Atkins
16 testified about some posts that were being down near
17 the boat ramp; is that correct?

18 A That's correct.

19 Q Those posts were in the boat, down near the
20 boat ramp when you bought the property; correct?

21 A Yes, sir.

22 Q You did not install them the way it was
23 alleged yesterday; is that correct?

24 A That is correct.

25 Q The fact is you've removed them at this

1 point; right?

2 A Yes, sir.

3 Q How has the harassment by Mr. Gardner and
4 his friends impacted your life and your wife's life?

5 A This hurt our relationships with guests and
6 having our friends over to -- to visit.

7 Q Okay. And when is the last time you had
8 issues? Was that the music that we played in the
9 video just a little while ago? Was that the last time
10 you had problems with Mr. Gardner? That was last
11 week?

12 A Sir, that was last week, but there was a
13 little incident that took place when Mr. O'Kelley
14 was -- was leaving, and then went over down to
15 Mr. Williamsons' house. I had a man that stopped his
16 vehicle and he was calling me names.

17 Q Who was that? Who was that?

18 A Sir, I don't know his name.

19 Q Somebody on Mr. Gardner's property?

20 A I have a video of him. Yes, sir. They came
21 from there, and he had said, you're a -- you're a son
22 of a bitch or something. And I replied, and you're a
23 "Fucking son of a bitch." And then he hollered that I
24 was a white-ass cracker. And the only thing that I
25 got on the video, because I wasn't -- wasn't planning

1 to video anybody, so I got it out. And I had the last
2 word on there that he said, which is cracker. So that
3 would have been at least last Friday.

4 Q How often has loud music been played
5 directed towards your house? How often does that
6 happen?

7 A Fifty, 80 times.

8 Q Are the five cameras still pointed at your
9 property?

10 A No, sir. One of the cameras is one we
11 filmed in the last -- I don't know, but I'd say I
12 noticed it a year ago. That's on its front porch
13 leading out toward -- driving into Warsaw Island.

14 Q Okay. Mr. Gardner's house, the garage, kind
15 of opens and faces your property; is that correct?

16 A Yes, sir. Absolutely.

17 Q What's on the other side of his house? Is
18 there a place that he could gather and sit with
19 people?

20 A It's beautiful.

21 Q What's on the other side?

22 A Well, there -- there were, the last time I
23 looked over there, there were picnic tables. I know
24 that unless they've changed it, there's water, there's
25 electricity. It's a beautiful place to sit down and

1 enjoy each other.

2 Q So I'm handing you -- bear with me one
3 second. Let me get the Gasque plats that we were
4 looking at this morning. I'm handing you Exhibit 14,
5 which is the plat that David Gasque did. No, this one
6 doesn't have the house it. I can get you a different
7 one. I'm sorry. Here, Exhibit 16 from Mr. Gasque
8 from this morning shows the location of Mr. Gardner's
9 house; am I correct?

10 A Yes, sir.

11 Q And show the Court where you were just
12 talking about where the picnic tables were that he
13 could be on the other side of this house and not be
14 harassing and interfering with you.

15 A You -- you want -- to the court, or the
16 court --

17 Q Show the Court.

18 A The garage door is right here where the
19 house goes in and that kind of thing. It's a porch
20 here and a big huge porch back on the back. And then
21 there's water here. There's water over here. There's
22 a utility pole about over here where there used to
23 be -- and so you've got electricity. And I think
24 there's two -- two poles over there. It's only
25 like -- this is -- and then they used to clean their

1 fish over here.

2 Q They clean their fish now? When they first
3 used to clean their fish over there, now they're
4 cleaning it right on your property line?

5 A -- right at the property line.

6 Q Do they ever throw fish guts or anything
7 like over on your property?

8 A Yes, sir.

9 Q How often does that happen?

10 A I've only caught them maybe twice.

11 Q Okay. All right. And you heard Mr. Atkins
12 testify yesterday about him being deprived the right
13 to use the boat ramp. Did you offer to let him use
14 the boat ramp?

15 A I did.

16 Q Tell the court what offer you made to
17 Mr. Atkins.

18 A I asked -- I asked him if I could talk to
19 him. He was -- he parks on the other side of the
20 road. He used to park on -- on my property. And then
21 he decided that he would park over in another place on
22 Mr. Gardner's property. And I said, "Listen, would
23 you do me a favor and not come out at night? Because
24 my wife and I want to get some sleep, and she goes to
25 work. And I would -- I'd be more than happy if you

1 could come, you know, sunup to sundown. I wouldn't
2 mind if you'd come every day."

3 Q Okay. And did he take you up on that offer?

4 A No, sir. He said -- he said, "I'm just
5 going to go to another location."

6 Q Okay. And your wife works at Walmart; is
7 that correct?

8 A Yes, sir.

9 Q And what does Beverly do at Walmart?

10 A Sir, I'm almost afraid to tell you that.

11 Q Well --

12 A Because I don't want her to get into trouble
13 for her job and --

14 Q No. What is her job there? What does she
15 do?

16 A She is in -- not in charge of, but pretty
17 much everybody counts on her in asset protection.
18 It's known as the AP.

19 Q So she checks receipts as people are
20 leaving?

21 A She checks receipts, and she
22 does -- catch -- her main goal is to catch people who
23 are stealing.

24 Q Okay. And on at least one occasion, you
25 were present at Walmart where Mr. Gardner caused a

1 ruckus; am I correct?

2 A Yes, sir.

3 Q What was that cause? What was the reason
4 for that? What did he do?

5 A He started hollering, screaming. And then
6 talking about how much that he's in a lawsuit. I was
7 actually talking with a friend of mine who happens to
8 be an apostle. And he even -- in the video, he
9 says -- he didn't -- Mr. Adams didn't say anything to
10 him, but he went -- he went a --

11 Q He started yelling at you in Walmart?

12 A Yelling at me and -- oh, everybody
13 started -- all the employees started running over
14 there to me to try to quiet me down.

15 Q Has he threatened your wife at all? Have
16 you ever heard any threats he's leveled towards your
17 wife?

18 A Yes, sir, I'm afraid so.

19 Q Okay. What type of threats has he made
20 towards your wife?

21 A Well, one that really sticks out in my mind
22 is that his -- his daughter was videoing and/or taking
23 pictures of us while we were putting up some
24 electricity outside. And we walked over there, the
25 hollering began, and the "fuck" word was used by

1 Valerie an awful lot of times.

2 Mr. Gardner said, "If you send a dog over
3 here, I'll blow your -- I'll blow your ass up." That
4 was the threat. Recently, in February of this year,
5 he challenged her to come across the fence. "Just
6 come across here. Come across here." And he called
7 her. Am I saying too much, or what he said --

8 Q What did he say? I asked you, has he
9 threatened your wife, so --

10 A Yes, sir, he did. He called her a bitch.
11 He called her an ugly bitch. He called her a black
12 bitch. And that was about six or seven times during
13 that one video that we have on. I -- pelvic bone. He
14 couldn't get over there fast enough.

15 Q You fell off your truck --

16 A I fell off of my truck --

17 Q -- right?

18 A -- and I was on crutches.

19 Q Okay. And has this conduct been consistent
20 for Mr. Gardner and people at his house the whole time
21 you've lived there?

22 A Both he and his guests would make every
23 effort they could to intimidate me and, of course, to
24 be as loud as they could. I would note on too many
25 occasions they -- they could hear each other and they

1 could speak in a normal voice, but they chose to be --

2 Q And during periods of this conduct, was
3 Mr. Gardner and his friends typically drinking?

4 A Absolutely.

5 Q How often was the drinking?

6 A I don't remember a day that they didn't
7 drink.

8 Q Okay. Since you moved in?

9 A Since I -- since I moved in, yes, sir.

10 Q And beer primarily; is that your
11 understanding?

12 A Primarily. Yes, sir.

13 Q And I think Mr. Gardner indicated yesterday
14 that his drink of choice was Heineken and Mic. Ultra.
15 Is that consistent with what you've seen?

16 A By no means, sir.

17 Q What else have you seen?

18 A I've seen him so drunk that he dances in his
19 truck. He does this distinct dance. He's always
20 walking, he's always out on the property line. You
21 can see him almost fall down. In fact, I didn't take
22 the time to find the video that I have where he fell
23 against the truck.

24 Well, a man got into his truck, one of his
25 friends, and he was backing up, and he fell down

1 against the tire. And I said, "Mr. Gardner, can I
2 help you?" And he finally turned around, and he -- he
3 got up. He was -- he was stoned, drunk, dropped dead
4 drunk.

5 Q And how many times has Mr. Gardner called
6 the Sheriff's department on you?

7 A I can't count that many. I -- I know that
-8 several years ago I have the paperwork that was sent
9 to me by the Sheriff's office that 70, 80 calls back
10 and forth.

11 Q Is there anything else that you'd like to
12 tell the court?

13 A Well, I'm a little afraid of Mr. Gardner to
14 the point that I have to carry a gun. I was advised
15 by the Sheriff's department --

16 MR. O'KELLEY: Your Honor, I'm going to
17 object to him telling us about the Sheriff's office
18 advisement.

19 THE WITNESS: Okay.

20 BY MR. FINGER:

21 Q Anything else you'd like to tell the Court?

22 A Mr. Gardner, in the last -- November
23 of -- November 14th and 15th of 2022, did trespass my
24 property and he threatened me with his hand in his
25 pocket. And I could see what looked like the butt of

1 his gun. And so he -- he -- so he intended to
2 have -- even -- and then told me to fuck with him.
3 And I said, "Well is that a gun you're carrying?" And
4 he says, "You fuck with me, and you'll find out." And
5 of course I didn't. And --

6 Q And there have been times where Valerie
7 Gardner has been yelling at you or your wife, and she
8 has asked someone to bring her a gun. Am I correct?

9 A Yes, sir. That is correct.

10 MR. O'KELLEY: Your Honor. I'm going
11 to object to that as hearsay.

12 THE COURT: Yeah. I know we're -- so
13 sustained.

14 BY MR. FINGER:

15 Q Has there been -- are you scared that you
16 might get shot?

17 A Yes, sir.

18 Q Okay. And what is the basis of that
19 feeling?

20 A Well, they tell me more often than not --

21 MR. O'KELLEY: Your Honor, object to
22 "they tell me." He can say what he knows. He keeps
23 doing it, and it's not proper.

24 THE COURT: You want to restrict it to
25 your knowledge, what you have seen, not what people

1 have told you.

2 THE WITNESS: Oh. Well, I've seen and
3 heard Joe Cutthroat -- I'm sorry, Joe Cuppert. I have
4 heard him say --

5 MR. O'KELLEY: Again, Your Honor,
6 he -- Mr. Cuppert is not a -- he's not a party. He
7 can't say what Mr. Cuppert has said.

8 MR. FINGER: Your Honor, I'll move on,
9 Your Honor.

10 THE COURT: Thank you.

11 MR. FINGER: One last photograph.

12 BY MR. FINGER:

13 Q Would you identify the photograph?

14 A Yes, sir. This is --

15 Q Did you take it?

16 A No, sir. I didn't.

17 Q Who took it?

18 A I don't know who took it.

19 Q Never mind.

20 A Well, I mean --

21 Q What does it represent?

22 A It represents a person doing something on my
23 property that they shouldn't be doing, which was
24 installing --

25 MR. O'KELLEY: Your Honor, I'm going to

1 object. He just said he doesn't know who took it.

2 MR. FINGER: Okay.

3 THE COURT: Sustained.

4 BY MR. FINGER:

5 Q There was discussion yesterday
6 about -- there were some pictures and some discussion
7 with Mr. Gardner about paint on trees. Do you recall
8 that portion of his testimony?

9 A Yes, sir.

10 Q Did you install -- did you put some spray
11 paint on some trees?

12 A Yes, sir.

13 Q Those trees on your property?

14 A Yes, sir.

15 Q Okay. And why did you do that?

16 A Because I wanted to get a fence up, so I
17 wanted to be sure that the trees that I had marked
18 were my trees on my property. And so I -- I did it
19 for that reason.

20 Q And to install that fence, did you use the
21 survey that Mr. Gasque had done of the property line?

22 A Yes, sir. I found all of the monuments and
23 marked them. And I actually went through the trouble
24 because there were a couple of trees that were in the
25 middle of the property. So I pulled out a straight

1 line, I remember putting it five feet and one quarter
2 inch, and then went back and taped -- measured over to
3 be sure that the tree was on my property.

4 Q So your fence is how far onto your property?

5 A It varies from almost zero property line to
6 12 inches.

7 Q Okay. And there was discussion yesterday
8 about you installed some fence on Mr. Gardner's
9 property down near the boat ramp. Did you do that?

10 A No, sir.

11 Q There was fenced there, that's still there,
12 down by the boat ramp; is that correct?

13 A That's correct.

14 Q And you did not install what he claims you
15 put on his property; am I right?

16 A Not that he -- yeah, there was fence already
17 there, and it's still already there in at least two
18 different places. And they're roughly 50 -- foot
19 long. It's still there.

20 MR. FINGER: Okay. Thank you. Please
21 answer any questions that opposing counsel may have.

22 CROSS-EXAMINATION

23 BY MR. O'KELLEY:

24 A Mr. Adams, did you read the stipulation that
25 your lawyer drafted and that we all signed regarding

1 things you did, vis-a-vis, dumping in the marsh,
2 discharging sewage in the marsh, getting in trouble
3 with DHEC? Have you read this?

4 MR. FINGER: No, he has not seen that.

5 MR. O'KELLEY: Okay. Then I'll move
6 on.

7 MR. FINGER: And Your Honor, just to
8 clarify, the stipulation speaks for what it says --

9 MR. O'KELLEY: Absolutely.

10 MR. FINGER: It does not say that he
11 admitted or that he dumped any sewage in the marsh at
12 all. Complaints were made to DHEC, but there was no
13 finding by DHEC. And that's what the stipulation
14 covers.

15 THE COURT: All right.

16 MR. O'KELLEY: Fair enough. Fair
17 enough.

18 BY MR. O'KELLEY:

19 Q Mr. Adams, you said you've been the victim
20 of attacks to the color of your skin; correct?

21 A Yes, sir.

22 Q You called my client "N" word; didn't you?

23 A -- I --

24 Q You used the "N" as -- toward to my client;
25 correct?

1 A Yes, sir. That's correct.

2 Q And you didn't call him "N" word, you used
3 the full term, did you not?

4 A The word nigger? Is that what you're
5 saying?

6 Q Yes, sir.

7 A Yes, sir. I did.

8 Q And you testified under oath that you, back
9 in your deposition when we took in June of last year,
10 that that's happened more than once, haven't you?

11 MR. FINGER: Your Honor, note my
12 objection to the question. The proper way to do it is
13 to ask him the question. If it's different, then he
14 can go to the deposition. He can't say, "Didn't you
15 say this in your deposition"? That's an improper --
16 BY MR. O'KELLEY:

17 Q I'm just saying he's testified before that
18 he's used the "N" word toward my clients; haven't you?

19 A Yes, sir. At least twice.

20 Q You're under the same constraints of this
21 consent constraint restraining order, are you not,
22 sir?

23 A I am.

24 Q And I'll read it to you. Have you read this
25 before, this order?

1 A I don't know what you're looking at, sir.

2 Q All right. It's an order that was entered
3 by Judge Mullen in May 2018 that your attorney asked
4 you about a few minutes ago. Take your time and read
5 it.

6 A Yes, sir. Yes, sir.

7 Q So you knew that you were under an order, a
8 restraining order, that prohibits you from harassing,
9 impeding, interfering with, or causing any
10 third-parties or encouraging any parties to harass or
11 interfere with the other party in any fashion during
12 the pendency of this action; correct?

13 A Yes, sir.

14 Q Is calling my client the "N" word
15 harassment?

16 A I'm sorry?

17 Q Is calling my client the "N" word
18 harassment.

19 A I call it standing my ground.

20 Q Is it harassment? It's a yes or no
21 question.

22 A No.

23 Q Is filming someone every time you're outside
24 of your house harassment?

25 A No, sir.

1 Q You filmed me the other day, didn't you?

2 A I did.

3 Q I waived to you.

4 A You did.

5 Q Yeah. Because --

6 A And I waived back.

7 Q And you waived back; correct.

8 A Yes, sir.

9 Q But you do that almost every time you're
10 outside of the house. You take out your phone and you
11 take videos; correct?

12 A That's correct.

13 Q And is that in keeping with Judge Mullen's
14 order?

15 A I'm going to go with a yes on that.

16 Q Okay. Are you aware Judge Dukes entered
17 an --

18 A -- I'm sorry. I'll retract that. I
19 answered too quickly. No, sir, I don't consider
20 that --

21 Q All right. But yet you keep doing it;
22 correct?

23 A I don't keep harassing them at all.

24 Q Filming someone every time they're outside
25 the house coming up to the gate, sicking your dog on

1 people, that's not harassment?

2 A No more than videoing me 24 hours a day and
3 hollering out to me and calling me names and talking
4 about my wife having an stinky-ass pussy. So I would
5 say that if I didn't video them, you would never be
6 able to see that that's what they're calling us.

7 Q Is calling somebody "Joe Cutthroat" or
8 "diaper boy" harassment?

9 A No, sir. I don't think so.

10 Q Okay. But those are your words; correct?

11 A That is standing my ground when I'm being
12 threatened, sir.

13 Q All right. And saying that my client
14 was -- "went ape," do you feel that's some sort of
15 racially-tinged term?

16 A I don't think so.

17 Q Okay. Calling someone the "N" word is a
18 racially-tinged term, isn't it?

19 A Yes, sir. I think Barack Obama got that
20 initiated -- got -- from saying the "N" word.

21 Q I'm not talking about former President
22 Obama. I'm talking about you, sir. You used the "N"
23 word towards my client. Do you not --

24 A I most certainly did, sir.

25 Q Okay. And you don't flinch from that in any

1 way, shape, or form, do you?

2 A No, sir.

3 Q All right. Are you aware Judge Dukes
4 entered an order in this case early on that said no
5 structures could be built on your property?

6 A I'm aware of that.

7 Q And yet you put a fence up?

8 A Well, he did say permanent structures.

9 Q No, it says structure. I can pull it for
10 you.

11 A Oh, okay.

12 Q But is a fence a structure?

13 A Well, it is -- it is considered a structure.

14 Q What about a drainage field? Is that a
15 structure?

16 A No, sir. It's not a -- no, sir. It's not a
17 structure.

18 Q All right. In your opinion; correct?

19 A Yes, sir. That's my opinion.

20 Q All right. I want to show you --

21 MR. O'KELLEY: Do you have exhibit -- I
22 think it was 16 in front of you. Oh, here it is.

23 BY MR. O'KELLEY:

24 Q You were asked about this exhibit. And I'll
25 show you 16 and 14. And you've been in the courtroom

1 the whole time for this trial; correct?

2 A Correct.

3 Q Okay. And you heard Mr. Gasque testify
4 earlier today; correct?

5 A Yes, sir.

6 Q All right. You're aware on Exhibits 14 and
7 16, there's a driveway onto Mr. Gardner's property
8 shown. Do you see that?

9 A A driveway?

10 Q Yeah, I'll point it out to you.

11 A Could you define driveway --

12 Q I'll point it out to you.

13 A Yes, sir.

14 Q On this document, which is Exhibit 16,
15 there's a little section that comes --

16 A A draw -- a draw --

17 Q Let me finish.

18 A Oh, I'm sorry, sir.

19 Q It says Warsaw Island Drive, and then it
20 comes to what says, "Dirt Drive." Do you see that
21 documented --

22 A Yes, sir.

23 Q And you see that on Exhibit 14?

24 A Yes, sir.

25 Q And you heard Mr. Gasque testify that's the

1 way Mr. Gardner historically accessed his property;
2 correct?

3 A Yes, sir.

4 Q And you cut that off, did you not?

5 A I did.

6 Q And did you have a right to do that, sir?

7 A I did.

8 Q Based on what?

9 A My ownership of the property.

10 Q And the property that you bought from the
11 trustee of the Gabardy Trust?

12 A No, sir. I'm referring to the portion of
13 the parcel of land that was purchased by John Howard
14 in 1960.

15 Q That wasn't my question, sir. I'm talking
16 about the -- well, I'll ask it another way. Let me
17 show you the deed into you from Dale Gabardy. Have
18 you seen that document?

19 A I have, sir.

20 Q And how many acres did you purchase
21 according to that deed?

22 A 1.05.

23 Q Okay. And have you read the Court of
24 Appeals' opinion in this case, sir?

25 A Yes, sir, I did.

1 Q And how many acres does the Court of Appeals
2 say you own?

3 A I don't know that I -- that I saw them
4 saying 1.05 or not. I just know that they -- they
5 opined in saying that Mr. Gardner, according to his
6 own quiet -- according to his own title, does not give
7 him the road. And then he said, just because
8 Mr. Gardner doesn't own it doesn't mean that Mr. Adams
9 owns it.

10 Q I'm going to to -- it is an exhibit. Let me
11 find it and you can follow along with it. Wrong
12 notebook.

13 THE COURT: Are you looking for the
14 opinion?

15 MR. O'KELLEY: Yes, sir. I just can't
16 remember which exhibit number it is.

17 THE COURT: Forty-three.

18 MR. O'KELLEY: Forty-three? Here we
19 go. It's in here somewhere. Here we go.

20 BY MR. O'KELLEY:

21 Q Turn with me to the last page of that
22 document, sir. Right before conclusion, there's a
23 paragraph in -- are you there? Sorry.

24 A Yes, sir.

25 Q Okay. It says, "A reasonable

1 interpretation." You see that?

2 A I do.

3 Q All right. The second sentence, read that
4 into the record, please, the sentence that begins
5 "Neither."

6 A "Neither Leroy Gardner Sr. nor John Howard
7 own the property."

8 Q It doesn't say own the property, what does
9 it say?

10 A Own the road. Own the road. "Thus, neither
11 Charles Gardner nor Adams, through his position in the
12 Howard property's chain of title, owns it now. In" --

13 Q That's it.

14 A Okay.

15 Q Do you know if anyone sought to have this
16 opinion overturned or challenged in the South Carolina
17 Court of Appeals.

18 A I'm sorry, sir?

19 Q Yeah. Did anyone, to your --

20 MR. FINGER: Mr. Adams did not file for
21 a re-hearing with the Court of Appeals or seek an
22 appeal to the Southwestern Court. We will stipulate
23 as to that, and neither did Mr. Gardner.

24 MR. O'KELLEY: Fine. That's all I
25 have.

1 Sorry. Didn't mean to steal an
2 exhibit. Those can just go -- thank you.

3 MR. KIDD: Mr. Adams.

4 THE COURT: Just hang on to that for a
5 second.

6 THE WITNESS: Yes, sir.

7 CROSS-EXAMINATION

8 BY MR. KIDD:

9 My name is Dylan Kidd. I represent Beaufort
10 County in this matter. I only have a couple of
11 questions for you. If this road in question were a
12 county-owned road, would you require any type of
13 easement or special access over that road to get to
14 your property?

15 A If it belonged to the county, would I need
16 any -- any permission?

17 Q Correct.

18 A No, sir.

19 Q Okay. If it belonged to the county, would
20 you expect the county to maintain that road?

21 A If it belonged to the county, I would.

22 Q Would you expect them to maintain the boat
23 ramp if it belonged to the county?

24 A Yes, sir.

25 Q Okay. And you just were shown the copy of

1 the Court of Appeals' opinion that determined earlier
2 in this action that you did not own the portion of the
3 30-foot road. Is that correct?

4 A That I did not own -- that's what the letter
5 says, yes.

6 Q Okay. And that's what it said as to
7 Mr. Gardner as well, that he did not own the 30-foot
8 road that we're talking about.

9 A That's what it said, yes, sir.

10 MR. KIDD: Okay. That's all the
11 questions I have. Thank you.

12 THE WITNESS: Yes, sir.

13 REDIRECT EXAMINATION

14 BY MR. FINGER:

15 Q Mr. O'Kelley asked you about you cutting off
16 the driveway that came off the dirt road onto
17 Mr. Gardner's property. Remember that little series
18 of questions?

19 A Yes. Yes, sir.

20 Q And when did you do that? Relative to Judge
21 Buckner's order, when did you do it?

22 A Two days later. And I put up barrels with
23 lumber. And then I did put the gates up for maybe
24 another 20 days.

25 Q Okay. And Mr. Gardner currently has access

1 to his property off Ashton Drive; am I correct?

2 A Yes, sir.

3 Q He has a driveway off Ashton that he can get
4 in and out without any problems; am I correct?

5 A Yes, sir. Yes, sir. Sir?

6 Q Yes?

7 A I want to be sure I answered that correctly.
8 Are you saying that he had the ability to -- would you
9 ask the question again?

10 Q Well, he has access to his property now?

11 A He has access now, and he had the ability to
12 have access --

13 Q From day one?

14 A From day one.

15 Q From when he bought -- when he got the
16 property from his dad.

17 A -- when he -- that's right. When he bought
18 it, he had access to Ashton Road to -- to put it in
19 anywhere he wanted to.

20 Q Mr. O'Kelley asked you about your use of the
21 "N" word.

22 A Yes, sir.

23 Q Would you please tell the court under what
24 circumstances that occurred?

25 A Yes, sir. The date was sometime within a

1 couple of years after we were there and after the
2 initial fighting began on July 4, 2017. We were
3 harassed and threatened from then on. And so with all
4 of the vulgar things that they've said to -- about my
5 wife, threats to my wife, threats to my children, I
6 had had enough. As a -- as someone who tries to keep
7 their cool, I don't believe a normal man would have
8 put up with the Gardner's that long. I'm sorry, would
9 you repeat --

10 Q What was Mr. Gardner yelling at you when you
11 used the "N" word back at him?

12 A Well, that was the reason that I even
13 decided to use the word, because they called me
14 nigger, pussy nigger, white nigger, too many times.
15 They called me cracker, white cracker, goddamn
16 cracker. And these were in the threats that they were
17 making. And, you know, I had enough of it.

18 So I -- what I did was -- after the
19 day -- the day before that I said the -- said nigger,
20 Mr. Cuppert there had threatened my wife. He
21 had -- he had said to her, you better watch -- "You
22 better watch that black man's dick in your wife."
23 And --

24 MR. O'KELLEY: Your Honor, again, we're
25 moving into hearsay.

1 THE WITNESS: Well, that's the
2 reason -- that's the reason that I used the nigger
3 word, because of the words that they have used against
4 me. They used the same words, and that's when I
5 turned it around back to them.

6 BY MR. FINGER:

7 Q Okay. And Mr. O'Kelley asked you about
8 whether you, under -- let me strike that.

9 Under what circumstances do you use your
10 phone video? Why do you use your phone video?

11 A To show the -- I knew that we'd have to go
12 to court, so I used it to show you what was going on
13 over there. And if I had to go to court, I would have
14 video proof. Actually, I was also told by --

15 MR. O'KELLEY: Your Honor --

16 BY MR. FINGER:

17 Q No. You can't talk about what people told
18 you; okay?

19 A Okay.

20 Q Do you start your phone every time you walk
21 out the door?

22 A No, sir.

23 Q Okay. When do you start your phone video?

24 A When I hear mister -- when I hear
25 Mr. Gardner or anyone else over there mentioning my

1 name or your name or a judge's name, or anytime he
2 says anything about the court hearings or anything
3 about my family or the appellate court or other judges
4 of name, I lighten up the phone.

5 Q And this type of comment from Mr. Gardner
6 and people at his house happens on a daily basis?

7 A Well, you can't say 365 days a year, but
8 yes, sir, it's not just done on a daily basis, it's
9 done multiple times daily.

10 Q Okay. And Mr. Gardner initially sued you
11 claiming you were trespassing on his road; isn't that
12 correct?

13 A Yes, sir, and there's not even a road there.

14 Q Okay. And in fact, he has now come to
15 understand that's not his road. Am I correct?

16 A That was what I heard yesterday.

17 Q So his initial lawsuit against you --

18 MR. O'KELLEY: Your Honor, I'm going to
19 object to this. That initial lawsuit -- everything's
20 been amended to correct the pleadings per Your Honor's
21 direction, so this is irrelevant.

22 THE COURT: What is the relevance?

23 MR. FINGER: The relevance is to
24 counterclaim for Frivolous Civil Procedure Sanction
25 Act, Your Honor.

1 THE COURT: I'll allow it. Go ahead.

2 BY MR. FINGER:

3 Q You were here yesterday when Mr. Gardner
4 finally, for the first time, acknowledged he does not
5 own the road; isn't that right?

6 A Yes, sir.

7 Q Okay. And you've been fighting Mr. Gardner
8 since 2017 when he sued you for trespass; am I right?

9 A It's been heartbreaking. And --

10 Q And you had to go through an appeal to the
11 Court of Appeals; correct?

12 A Yes, sir. Yes, sir.

13 Q Okay. And you've spent a lot of money on
14 legal fees; am I correct? You've incurred a lot of
15 legal fees.

16 A Yes, sir.

17 MR. FINGER: Thank you. No further
18 questions. Thank you, Your Honor.

19 RECROSS-EXAMINATION

20 BY MR. O'KELLEY:

21 Q The same Court of Appeals that said you
22 don't own this road, that's the Court of Appeals you
23 went to, right, Mr. Adams?

24 A I think it's as you say. Yes, sir.

25 Q Yep. And are you aware my client has causes

1 of action against you for declaratory judgment. Do
2 you know what a declaratory judgment is?

3 A I think we've already had that.
4 Haven't -- didn't y'all do that already?

5 Q I'm just asking are you aware that there's a
6 cause of action for a declaratory judgment?

7 A No, sir.

8 Q Have you read the Amended Summons and
9 Complaint that has been asserted against you?

10 A Did I read the complaint that's been
11 asserted against me?

12 Q Yes, sir.

13 A Sir, I read one, but I don't know. Could
14 you tell me a date that that was?

15 Q The Amended Summons and Complaint was filed
16 in this matter in May of '23 after I got involved in
17 the case.

18 A Yes, sir. I read it.

19 Q Okay. And are you aware that there are
20 causes of action for declaratory judgment,
21 nuisance -- I can walk you through them, but
22 declaratory judgment, trespass, nuisance, and for an
23 injunction. That's what's pending against you. Are
24 you aware of that?

25 A No, sir. Actually, I thought that was taken

1 care of a couple weeks ago.

2 Q A couple weeks ago. Okay.

3 MR. O'KELLEY: That's all I have.

4 Thank you.

5 RECROSS-EXAMINATION

6 BY MR. KIDD:

7 Q Mr. Adams, you were discussing the Court of
8 Appeals' opinion in this case. Recently, and then
9 earlier today, I believe you testified that yesterday
10 was the first time you were aware that Mr. Gardner had
11 taken the position that he was not the owner of the
12 road. Is that right?

13 A Yes, sir. I --

14 Q Okay. Are you aware that in the pendency of
15 this case -- Mr. Gardner filed a motion to reconsider
16 the original order granting summary judgment to you,
17 taking the position that the county owned the road.

18 A I'm learning a lot here. Could you say that
19 again --

20 Q Yes. So I'll turn you to Exhibit 43 we were
21 looking at earlier, which is the Court of Appeals'
22 opinion.

23 A Okay. Yes, sir. Okay.

24 Q And this is on page 5 of the document, right
25 before the standard of review. So let me know if I'm

1 reading this right; okay? "Gardner filed a motion to
2 reconsider, in which he asserted Adams did not
3 establish ownership of the Howard property, the boat
4 ramp, or the road."

5 At the end of that paragraph he said,
6 "Gardner claimed quiet title order indicates that
7 Beaufort County is the rightful owner of the road, not
8 John Howard or his successors. And the circuit court
9 denied Gardner's motion to reconsider." Is that
10 right? Did I read that correctly?

11 A I don't know if I tried or not, but I did
12 read that.

13 Q Okay. So were you aware previously that
14 Mr. Gardner had taken the position that he was not the
15 owner of the road before yesterday?

16 A I did not know until yesterday that he made
17 the decision to say that he did not own the road. And
18 I was -- that he did say that he did own the road and
19 that he didn't believe that he didn't own the road.

20 And I've also heard him say in the last few
21 days that he's been calling people to come over.
22 You're going to -- you're going to -- you're not going
23 to be happy when Monday gets here because I'm getting
24 my land back. So I think the man still believes that
25 it's his property.

1 Q Okay. But in any event, you are now aware
2 that Mr. Gardner has taken a position, in the pendency
3 of this litigation, that the county owns the road.

4 A Sir, I can only say that I believe you. I
5 don't know how to take that.

6 MR. KIDD: No further questions. Thank
7 you.

8 THE COURT: Anything else of this
9 witness?

10 All right, sir, you may step down.

11 And you have left Exhibit 6, I think,
12 you had with you up there?

13 THE WITNESS: Yes, sir.

14 THE COURT: If you wouldn't mind
15 just --

16 MR. O'KELLEY: I'll take that.

17 THE COURT: -- passing that to the
18 court reporter.

19 THE WITNESS: Okay. Okay.

20 THE COURT: Thank you. And watch
21 your -- watch your step on the stairs.

22 MR. O'KELLEY: Can I just run across
23 the hall for two -- I'll be back --

24 THE COURT: Yes.

25 MR. O'KELLEY: Less than -- less

1 than --

2 THE COURT: Off the record.

3 (Off the record.)

4 THE COURT: Back on the record in
5 17-2110.

6 Mr. Finger, call your next witness
7 please, sir.

8 MR. FINGER: We call Beverly.

9 THE COURT: Watch your step.

10 MS. ROBERTS: Yes. Okay.

11 THE COURT: Get you --

12 MS. ROBERTS: Yes, sir.

13 WHEREUPON,

14 BEVERLY ROBERTS,

15 called as a witness and having been first duly sworn
16 to tell the truth, the whole truth, and nothing but
17 the truth, was examined and testified as follows:

18 THE COURT: Thank you so much. State
19 your full name for the record.

20 THE WITNESS: Beverly Roberts.

21 EXAMINATION

22 BY MR. FINGER:

23 Q Beverly, you are more or less common law
24 married to Ruben; am I correct?

25 A Correct.

1 Q How long have you been together?

2 A 12 years, 14 altogether.

3 Q Okay. And you currently work at Walmart; am
4 I correct?

5 A Correct.

6 Q And what do you do there?

7 A I'm asset protection.

8 Q Okay. How long have you worked for Walmart?

9 A 17 years.

10 Q Is that here in Beaufort --

11 A It will be 17 years in March.

12 Q Is that here in Beaufort?

13 A No, it's actually Florida, and both stores
14 here in Beaufort.

15 Q Okay. But you work for both stores here in
16 Beaufort now?

17 A Yes, I have.

18 Q And you're originally from Florida? Where
19 are you originally from?

20 A Originally, I'm from Ohio.

21 Q Okay. Okay. If could just kind of move
22 through all that. When Ruben took title to the
23 property, you looked at the deed; am I correct?

24 A Yes, I looked at the closing papers is what
25 I was looking at.

1 Q Okay. And in the deed, it referenced a
2 court order; am I correct?

3 A Yes.

4 Q And what did you do once you saw that court
5 order reference?

6 A I started looking at all the paperwork, and
7 I found this tax papers, and it said the taxes had
8 been changed according to from one -- according to
9 Judgment Rule 82475.

10 MR. O'KELLEY: Your Honor -- Your
11 Honor, I'm going to object, because she's citing
12 documents that aren't here, and she's giving us
13 hearsay, yet again.

14 THE WITNESS: Quiet title, 82475.

15 MR. O'KELLEY: Well, if she's
16 referencing the quiet title offer, that's different.
17 I thought she was referencing something else. I
18 withdraw that. Sorry.

19 THE COURT: Go ahead.

20 THE WITNESS: And when I seen that, I
21 said, "Ruben, there was a judgment on this property.
22 Something's up. We need to check it out." And he
23 goes, "Well, why?" I said, "because how can they
24 change a title from 1.9 to 1.05 because of this
25 judgment rule? So I'll go ask for it."

1 BY MR. FINGER:

2 Q So you started looking at the quiet title
3 action?

4 A Yes.

5 Q You started looking at deeds and all that
6 kind of stuff; correct?

7 A Yes. I started -- yes. I've referenced
8 deeds before from Ohio.

9 Q Essentially doing due diligence on it; am I
10 correct?

11 A Yes.

12 Q Okay. Early after Mr. Adams bought the
13 property, was there a time where he was down in
14 Florida and you were on the property by yourself?

15 A Yes.

16 Q And what interaction did you have with
17 Mr. Gardner during that time when Mr. Adams was in
18 Florida?

19 A At that time, Mr. Gardner was still coming
20 down the so-called dirt road. He parked behind my car
21 and he sit there and he took his finger and he went
22 like this.

23 Q How many times did he do that?

24 A Twice. I got out of the car and I said,
25 "Are you referring that to me?" And he went like this

1 again. And then I said, "Are you saying that to me,
2 sir?" And he took off and parked in his -- in his
3 driveway.

4 Q The harassing that's been going on by
5 Mr. Gardner and people on his property, how long has
6 that been going on?

7 A I would say since July of 2017.

8 Q Explain to the court, if you would, what is
9 the nature of the harassment?

10 A Basically, I think it starts out with, first
11 of all, he said we didn't -- first of all, when we
12 referred to -- to the -- giving him the boat and the
13 yacht money, we went to a party over there, and we
14 were -- we thought we were, oh, this is nice, we're
15 going to be neighbors, and it's really very, very
16 nice.

17 When we went up to the table to get food, we
18 weren't allowed to have certain food. Then when we
19 sit down, we were told by this gentleman, you don't
20 belong here. Charles is only trying to be -- he has
21 to be cordial like. And I looked at him and said,
22 "What do you mean?"

23 MR. O'KELLEY: Your Honor, I'm going to
24 object to whatever some gentleman told her.

25 THE COURT: All right.

1 Yeah, try to avoid --

2 THE WITNESS: Okay.

3 BY MR. FINGER:

4 Q Well, just --

5 A Anyway --

6 Q -- describe the harassment that you and your
7 husband have undergone for the last number of years.

8 A Since July 2017, he has come out claiming he
9 owns the property. We don't belong there. We live
10 like bad people. He says he has a big house; we have
11 garbage. He says we live in a rat hole. He makes fun
12 of us. He calls me a stink-ass pussy. He -- to my
13 face. He's also said that I need hot water. He's
14 made several remarks about our relationship.

15 Q How often does this occur?

16 A Almost every other day.

17 Q Since July of 2017. Have you ever had an
18 incident with Mr. Gardner where you work at Walmart?

19 A Yes, I have.

20 Q What happened?

21 A He came up -- I'm supposed to ask for
22 receipts when you come out without something being in
23 a bag. He came out with a case of, like, cat food and
24 Heineken beer. I said, "Sir, may I see your receipt?"
25 He goes, "I can put you 10 feet under."

1 Q Did he show you his receipt?

2 A Yes, after I said, "Sir, I have to see your
3 receipt." I didn't say nothing bad to him. I just
4 asked him, "I need to see your receipt."

5 Q Are you aware that Mr. Gardner complained
6 about you to your boss?

7 A Yes, I am.

8 Q How did you become aware of that?

9 A He told me he was going to go to Walmart.
10 And I forget how he put it. He was over there on his
11 property yelling, saying, "I'm going to Walmart in the
12 morning." He did go to Walmart. My boss took me in
13 the office, and he asked me, "Beverly" --

14 MR. O'KELLEY: Your Honor, just a
15 minute. She can't tell us what her boss said.

16 THE WITNESS: Okay.

17 BY MR. FINGER:

18 Q You were called into the office by your
19 boss?

20 A I was called into my office and was
21 informed.

22 Q Okay. Did he try to get you fired at
23 Walmart?

24 A No, that -- my boss would not tell me. He
25 said, "Beverly" --

1 MR. O'KELLEY: Your Honor, again, she's
2 going into hearsay.

3 THE COURT: Sustained.

4 BY MR. FINGER:

5 Q You're still working at Walmart; is that
6 correct?

7 A Yes, I'm still working at Walmart.

8 Q When's the last time that Mr. Gardner or
9 anybody on his property harassed you or your husband?

10 A The last time?

11 Q Last time.

12 A My personal harassment for me?

13 Q I just -- yes, correct.

14 A I was in my side yard and he told me to come
15 on over here, come on over here. I walked over to the
16 fence. I was videotaping him. He told me that I was
17 a black bitch. Come on over here. Send the dog over
18 there. And I said, the dog's not -- oh, he told me,
19 if the dog comes over here -- I said, "If you hurt
20 that dog, it'll be the last thing you do." I did say
21 that to him because he threatened my dog.

22 Q You all have a German Shepherd; is that
23 correct?

24 A Yes.

25 Q The German Shepherd is obedience trained?

1 A Oh, very obedient. He listens to every
2 command you give him. When I come home for lunch, all
3 I hear is loud music all the time, the yelling and the
4 hollering over there of what he's saying. I don't
5 even want to --

6 Q And how often do you see alcohol in the
7 possession of Mr. Gardner and the people at his house?

8 A Three or four times a week.

9 Q Does Mr. Gardner ever walk over to the
10 property line and stalk you in any fashion?

11 A Yes, he's always walking up to the property
12 line. He puts his speaker on a table out there and
13 plays it real loud. He starts hollering and yelling.
14 If you try to say something to him -- like one day, I
15 tried to tell him, I said, "Leroy Gardner is your
16 father. You are his son. He never owned this
17 property. You've never owned this property." And he
18 turns up the radio before he can hear me.

19 MR. FINGER: Thank you. Please answer
20 any questions that --

21 THE WITNESS: Yes.

22 CROSS-EXAMINATION

23 BY MR. O'KELLEY:

24 Q Ms. Roberts, you're not a party to this
25 case, are you?

1 MR. FINGER: We'll stipulate she's not.

2 BY MR. O'KELLEY:

3 Q You're not on the pleadings. You don't own
4 any property on Warsaw Island, do you, ma'am?

5 A No.

6 Q And you're still working at Walmart?

7 A Correct.

8 Q Have you read the Court of Appeals' decision
9 in this case, ma'am?

10 A Yes.

11 MR. O'KELLEY: Thank you. That's all I
12 have.

13 MR. KIDD: No questions for the County,
14 Your Honor.

15 THE COURT: You may come down. You may
16 step down.

17 THE WITNESS: Thank you -- okay. Thank
18 you.

19 MR. FINGER: Your Honor, that is the
20 extent of the witnesses for Defendant Adams. I don't
21 know whether the County is going to call anybody. I
22 would like to specifically reserve the right,
23 depending upon the ruling, we have made a request of
24 the south -- Frivolous Civil Procedure Sanction Act
25 for attorney's fees and costs.

1 Depending on how you rule on that, I
2 would like to reserve the opportunity to submit
3 attorney's fees and costs if and when it's approved as
4 opposed to doing that today.

5 MR. O'KELLEY: And Your Honor, we would
6 like the same opportunity for that same reservation
7 because we've asked for fees and costs under the
8 Declaratory Judgment Act. And Mr. Finger and I agree
9 that I think it's premature to submit them until Your
10 Honor makes a ruling.

11 THE COURT: Both requests are granted.
12 My understanding where we're going to go from here is
13 we have a Webex tomorrow at 10. Obviously, this is
14 pending and anticipating and hoping for Ms. Daise's
15 recovering. That will be a Webex testimony at 10.
16 And is the idea, thereafter, all of your motions --

17 MR. O'KELLEY: I think we'll do our
18 respective directive verdict motions as we are
19 required to do after that, Your Honor. And doing them
20 via Webex is fine. Tomorrow is fine with me.

21 THE COURT: All right. That's the one
22 thing we didn't discuss, I guess, with all of us. If
23 that's the way we all want to do it, no problem.

24 MR. O'KELLEY: Yes, sir.

25 THE COURT: Let's go ahead do it. And

1 yeah, we'll hold any attorney's fees or cost petitions
2 until later. So we'll leave the record open for that
3 purpose. But we can deal with that tomorrow.

4 MR. FINGER: So Ms. Daise's testimony,
5 applicable motions, short closings, and we'll be done
6 tomorrow with the good Lord willing.

7 MR. O'KELLEY: Well, and I don't think
8 Ms. Daise's will take long, Your Honor, so I think
9 it'll be a quicker workday tomorrow.

10 THE COURT: Okay. And the only thing
11 that would remain out there would be possible
12 attorney's fees --

13 MR. O'KELLEY: Correct. Which we would
14 deal with after the fact.

15 THE COURT: All right. And so we're
16 all in agreement. Everyone has given their
17 information to Jared. So we should --

18 MR. O'KELLEY: And he just sent the
19 Webex invitation out, so it's --

20 THE COURT: Fantastic. Did you get
21 Brittany [ph] and Ms. Daise, do we know?

22 MR. KIDD: I will --

23 THE COURT: Just check with him before
24 you leave if you will.

25 MR. KIDD: I will. I'm about to

1 confirm Ms. Daise as well.

2 THE COURT: And so as far as the
3 exhibits, I guess the original exhibits will be filed
4 with the clerk today. We already know the exhibits
5 that Ms. Daise will look at. Are those already in
6 this record?

7 MR. FINGER: Yes, I believe that all
8 exhibits that Ms. Daise will look at have been
9 pre-marked. It's my understanding that Mr. O'Kelley
10 is going to e-mail them out.

11 MR. O'KELLEY: I'll e-mail them out.
12 Yes, sir, it's Exhibit 24. It is the quiet title
13 order. And then Mr. Finger's deeds, he's going to
14 e-mail those around.

15 MR. FINGER: Yeah. I have a couple of
16 deeds from derivation clause perspectives that I also
17 will e-mail out this afternoon and make sure she gets
18 them also.

19 THE COURT: Okay. I'm just trying to
20 figure out if we can close the exhibits portion of
21 this and allow our court reporter to vest herself of
22 the exhibits and hand those to the clerk.

23 MR. O'KELLEY: Not yet because of
24 Exhibit 24 hasn't been -- Mr. Finger can send it to
25 her, yes. But no, sir, because we have to get at

1 least one in.

2 THE COURT: Okay.

3 MR. O'KELLEY: She could do all but
4 that one, but I don't know if that works.

5 THE COURT: Yeah. I would just -- just
6 check it if you would, Madam Court Reporter, with the
7 clerk's office, and just explain that however they
8 want to do it is fine with me.

9 THE REPORTER: Okay.

10 THE COURT: All right. And anything
11 else for today's record?

12 MR. FINGER: No, Your Honor.

13 MR. O'KELLEY: No, Your Honor.

14 THE COURT: We'll recess until 10
15 tomorrow -- Webex. Thank you.

16 (Whereupon, at 12:01 p.m., the
17 proceeding was concluded.)

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CERTIFICATE

I, ASHLEY MANINI, the officer before whom
the foregoing proceedings were taken, do hereby
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proceedings, prior to testifying, were duly sworn;
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outcome of this action.



ASHLEY MANINI

Notary Public in and for the
State of South Carolina

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relative or employee of any counsel or attorney
employed by the parties hereto, nor financially or
otherwise interested in the outcome of this action.



MICHAEL GUILMAIN

STATE OF SOUTH CAROLINA, COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS
THE FOURTEENTH JUDICIAL CIRCUIT

CHARLES WILLIS GARDNER,

Plaintiff,

v.

Case No.

TAYLOR REUBEN ADAMS and BEAUFORT

2017-CP-07-02110

COUNTY,

Defendants.

TRIAL - DAY 3

DATE: Monday, February 5, 2024

TIME: 2:01 p.m.

BEFORE: Honorable Marvin H. Dukes, III

LOCATION: Beaufort County Courthouse

102 Ribaut Road

Beaufort, SC 29902

REPORTED BY: Ashley Manini

JOB NO.: 6435986

A P P E A R A N C E S

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I N D E X

WITNESS (ES) :

DX CX RDX RCX

LOLISA DAISE

By Mr. O'Kelley

11 33

By Mr. Finger

18 34

By Mr. Kidd

32

TAYLOR REUBEN ADAMS

By Mr. Finger

37 52

By Mr. O'Kelley

46

By Mr. Kidd

47

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E X H I B I T S

NO.	DESCRIPTION	ID/EVD
Court:		
Exhibit 2	Original Deposition of Lolisa Daise	8/
NO.	DESCRIPTION	ID/EVD
Defendant:		
Exhibit 9	Email from Tom Davis	28/*
Exhibit 11	Beaufort County Assessor's Office Printout	28/29
Exhibit 12	Beaufort County Register of Deeds Printout	26/27
Exhibit 23A	Plat Recorded 10/04/17	12
Exhibit 24	Letter from Ms. Daise to Mr. Adams, 10/06/17	11/14
	(*Exhibit withdrawn.)	

1 P R O C E E D I N G S

2 THE COURT: Okay. Great. All right.
3 Good afternoon, then. We're back on the record in
4 2017-CP-07-02110. We were short one witness when we
5 left off a few days ago -- a week or so ago -- I lost
6 track of time now. And now we have Ms. Daise, I
7 believe?

8 MR. O'KELLEY: That's correct,
9 Your Honor.

10 THE COURT: All right. And Ms. Daise,
11 come on up if you would, please.

12 I've lost track of whose witness
13 Ms. Daise was.

14 MR. O'KELLEY: And Your Honor, she's
15 our witness and you remember we kind of jumped around
16 because she wasn't available.

17 THE COURT: Took her out of order.
18 Right.

19 MR. O'KELLEY: And then we haven't
20 rested yet and the defense put up their stuff, but
21 they haven't rested yet and we're being very careful
22 to preserve for record purposes the way we were doing
23 it.

24 THE COURT: Got is. All is preserved.

25 MR. O'KELLEY: Yeah. And then one

1 other thing, Your Honor. After Ms. Daise, we should
2 be finished. We have filed deposition excerpts; I've
3 got the original deposition if Your Honor needs it,
4 but we also filed copies of the actual testimony with
5 the excerpts as well --

6 THE COURT: Okay.

7 MR. O'KELLEY: -- if you want for your
8 night reading pleasure, or however you want us to do
9 it.

10 THE COURT: That would be great. I'll
11 take whatever you've got there.

12 MR. O'KELLEY: Great.

13 THE COURT: And you're going to file
14 the other one and --

15 MR. O'KELLEY: No, sir. These were
16 already filed when we --

17 THE COURT: Okay.

18 MR. O'KELLEY: -- our excerpt. And
19 you've got a copy, but I've got extra, but I didn't
20 know if Your Honor wanted us to do the dog-and-pony
21 show opening the original deposition so you can have
22 it to read to make sure we're not, you know --

23 THE COURT: If y'all consent, I'm happy
24 to do it if y'all think you --

25 MR. O'KELLEY: And Your Honor, the only

1 thing that the defendant, under the applicable rule,
2 would request that the full deposition go in, not just
3 these excerpts.

4 THE COURT: Is this the full
5 deposition?

6 MR. O'KELLEY: No, sir. It's just the
7 actual excerpts, but I've got the original, certified
8 deposition with me and we can put that in.

9 THE COURT: Let's put that in.

10 And then did you have excerpts from
11 this that you -- in addition to these, or have you
12 seen these yet?

13 MR. FINGER: I've seen those. Yes.
14 And my response would be I'd like the whole deposition
15 to go in.

16 THE COURT: Okay.

17 MR. O'KELLEY: That's fine.

18 THE COURT: We'll do that.

19 MR. O'KELLEY: And Your Honor, I'll let
20 you --

21 THE COURT: I consent, then. That
22 will --

23 MR. O'KELLEY: You know you have to
24 rip --

25 THE COURT: Well, this one's all

1 wrapped in plastic rather than paper.

2 MR. O'KELLEY: Yeah, sir. They don't
3 do the perforated cellophane envelopes anymore.

4 THE COURT: Yeah. I liked the old
5 kind.

6 MR. O'KELLEY: And Madam Reporter, I
7 handed you the original deposition of Lolisa Daise.

8 THE COURT: Which I am tearing open.
9 Wow.

10 MR. O'KELLEY: I know. They really do
11 seal it, don't they?

12 THE REPORTER: Do you want that marked
13 as a Court exhibit?

14 MR. O'KELLEY: It'll be the Court's
15 Exhibit. Yes, ma'am. Number 2. Thank you.

16 (Court Exhibit 2 was marked for
17 identification.)

18 THE COURT: I think it's 2. Yeah.
19 Here we go.

20 MR. O'KELLEY: Thank you, Your Honor.

21 THE COURT: Thank you.

22 MR. O'KELLEY: And then do you want --
23 there's a original and then the exhibits are in the
24 back.

25 THE COURT: Let's leave it together.

1 MR. O'KELLEY: We'll go and leave it
2 together. All right.

3 Here you are, Madam Reporter.

4 We call Ms. Lolisa Daise to the stand,
5 Your Honor.

6 THE COURT: Got her halfway up here and
7 you started talking.

8 MR. O'KELLEY: Yeah. And then I
9 started doing some housekeeping and it all got round.

10 THE COURT: Come around, please. Get
11 you to hold your right hand up for me.

12 WHEREUPON,

13 LOLISA DAISE,
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: Have a seat, please and
18 state your full name for the record.

19 MR. O'KELLEY: I don't know if that's
20 even on.

21 THE COURT: There's a light on.

22 THE WITNESS: Yeah. It's on.

23 Good afternoon. My name is

24 Lolisa Daise.

25 THE COURT: Actually off, though. Can

1 you hear?

2 MR. O'KELLEY: I can't. No, Ms. Daise,
3 you're going to have to pretend like you're in a bad
4 play to hear that.

5 THE WITNESS: Good afternoon. My name
6 is Lolisa Daise.

7 THE COURT: I don't think that thing's
8 working at all.

9 MR. O'KELLEY: It's not on. No.

10 THE COURT: You can just slide that
11 away.

12 THE WITNESS: Okay.

13 THE COURT: I know the green light's
14 on, but --

15 THE REPORTER: I got you from there.

16 MR. O'KELLEY: No, sir. It's not on.

17 THE REPORTER: Don't touch it -- don't
18 touch it. Thank you.

19 THE COURT: All right. Well, I don't
20 think it's on.

21 MR. O'KELLEY: No, sir.

22 THE COURT: But anyway. Try again. Go
23 ahead. Sorry about that.

24 THE WITNESS: My name is Lolisa Daise.

25 MR. O'KELLEY: So you don't need to

1 lean down into the microphone, just talk right over --

2 THE WITNESS: Okay. Yeah. That's
3 fine.

4 MR. O'KELLEY: -- but the people in the
5 back -- people in the courtroom may not be able to
6 hear you, so that's why we're asking you to enunciate.

7 THE WITNESS: I'll try. Okay.

8 DIRECT EXAMINATION

9 BY MR. O'KELLEY:

10 Q So Ms. Daise, tell His Honor where you work.

11 A I work in Beaufort County Assessor's Office.

12 Q And how long have you worked there?

13 A Fifteen years.

14 Q All right. Earlier in this trial, there
15 were some allegations made that you're somehow related
16 to my client, Charles Gardner; are y'all cousins?

17 A No, sir.

18 Q No?

19 A We're not related at all.

20 Q All right. Ms. Daise, I want to show you
21 what we pre-marked as Exhibit Number 24.

22 (Defendant's Exhibit 24 was marked for
23 identification.)

24 And mine has two pages to it, and I ask you
25 if you've seen this document before?

1 A Yes -- yes, sir. That's the letter I sent
2 out to Mr. Adams on October 6, 2017.

3 Q And why did you send Mr. Adams that letter,
4 Ms. Daise?

5 A October 4th of 2017, he had a plat recorded
6 in Plat Book 147 at Page 133 reconfiguring his
7 property line.

8 Q And did you bring a copy of that plat with
9 you?

10 A I -- I did -- I have the original.

11 Q And I see --

12 THE REPORTER: This ain't going to
13 work. Move it over here. Okay.

14 BY MR. O'KELLEY:

15 Q And I'm going to show you what we marked as
16 Exhibit 23A in this case, Ms. Daise, and ask you if
17 this is the same plat we're talking about.

18 (Defendant's Exhibit 23A was marked for
19 identification.)

20 A Yes, sir. It is.

21 Q Okay. And the plat -- the copy that you
22 brought, you have a notation on there; is that
23 correct? Is that the same one that was just
24 discussed?

25 A Yes. Once I send out a denial letter, I'll

1 attach the letter to the plat.

2 Q All right. And tell me how it works at the
3 Assessor's Office. Do y'all normally review plats?
4 How did you come to determine this plat was in need of
5 your notation?

6 A On Tuesdays and Thursday, I go to the
7 Register of Deeds office and pull all recorded plats;
8 my job is to review them to see what's being
9 requested, look at LGIS and see if it's a lot line
10 reconfigure, acreage change, or a new subdivision.
11 And if it looks properly -- the acreage isn't correct
12 or a little bit off, I'll do whatever it needs to be
13 done.

14 But based on this plat, Mr. Adams was deeded
15 a certain amount of acreage. In addition to that,
16 Mr. Adams had been in our office several times in
17 regards to this matter. So once I got the plat, I
18 looked at it and I saw that David Gasque did the work.
19 I gave him a phone call asking David if I'm missing
20 something. And his response was, "Well, he's going to
21 take it to court." I'm like, "Oh. Okay."

22 Q And so then you wrote the letter that's
23 Exhibit 24; correct?

24 A Yes.

25 Q And you reference a Judgment Rule number; do

1 you not?

2 A Yes, I sure do.

3 Q And tell us how that notation came about.

4 A Because Mr. Adams been in our office several
5 times -- many years. I'm familiar with the
6 situation -- what's going on, and we've reviewed this
7 judgment with him several times, so I just referenced
8 the Judgment Rule because it doesn't say that
9 Mr. Howard is entitled to the rule.

10 Q And it's your understanding Mr. Howard was
11 the predecessor-in-title to Mr. Adams?

12 A That is correct. And Mr. Howard was named
13 in the Order.

14 Q And Your Honor, at this time, I'd like to
15 move Exhibit 24 into evidence.

16 THE COURT: All right.

17 MR. FINGER: I'd object, Your Honor.

18 THE COURT: Twenty-four, then.

19 (Defendant's Exhibit 24 was received
20 into evidence.)

21 BY MR. O'KELLEY:

22 Q And Ms. Daise, it's my understanding
23 Exhibit 24 -- the way it came to us you have a copy
24 of, I think, Judge Kemmerlin's Order attached?

25 A Yes, I did. Mm-hmm.

1 Q And why did you attach that, ma'am?

2 A Because I just have to show him why I denied
3 his letter -- his plat.

4 Q And then there's a part that you attached --
5 part of paragraph 3, and it says -- and tell me if I'm
6 reading this correctly: "Save and excepting, however,
7 the 1.054 acre portion of Lot 15 situated immediately
8 below southeast the unpaved Beaufort County Road
9 running in a generally southwest to northeast
10 direction"; did I read that correctly?

11 A That is correct.

12 Q All right. And then I'm going to show you
13 another exhibit. Did I already give it to you?

14 A You just gave me these two.

15 MR. O'KELLEY: Twenty-four -- I had two
16 other exhibits. Do you remember? It's Number 8
17 because I had it up here.

18 THE COURT: Eight is the decree?

19 MR. O'KELLEY: Yes, sir. But we had
20 it -- oh, here it is -- the copy.

21 BY MR. O'KELLEY:

22 Q Let me show you Exhibit 8.

23 Do you know whose handwriting that is,
24 Ms. Daise?

25 A No, I don't.

1 Q Okay. No worries. But Exhibit Number 8 is
2 Judge Kemmerlin's Order; correct?

3 A Yes.

4 Q And it states that my client's property is
5 on one side of this road, and Mr. Adams's property is
6 on another side; correct?

7 A That is correct.

8 Q All right. And then did you look at the
9 deed into Mr. Adams?

10 A I did.

11 Q All right. Do you know how many acres that
12 deed references?

13 A It says, I think, 1.05, I believe.

14 Q Well, I'll hand you a copy.

15 A That's fast.

16 Q This is Exhibit Number 19.

17 A Okay. 1.05 acres.

18 Q And in your determination, reviewing that
19 plat, I'm going to show you what we've pre-marked --

20 MR. O'KELLEY: And Mr. Finger, this one
21 is not in yet, but I was waiting to get it in with
22 her. It's 23. It's the plat with the notation.

23 MR. FINGER: Without objection, Your
24 Honor.

25 THE COURT: All right. What -- that

1 was 23?

2 MR. O'KELLEY: Twenty-three,
3 Your Honor. And 23A is the one that was actually
4 recorded.

5 BY MR. O'KELLEY:

6 Q And then this is the one that has a notation
7 on it; does it not?

8 A Yes.

9 Q And was that your note, Ms. Daise?

10 A Yes. Throughout the system of obtaining
11 deeds and plats from the Register of Deeds, we have
12 this program called Nuvision. So our office gets a
13 copy of the deeds and the plat, so we have access to
14 them to stamp the parcel numbers on the deed. And we
15 normally just push the plats through, but if there's a
16 problem with the plat we got to notify the public that
17 there's a problem, so I stamp "problem plat" on it to
18 see Assessor.

19 Q So if I were to go research the property at
20 the Register of Deeds office, this should turn up in
21 the chain of title; right?

22 A It -- it should. It will.

23 Q And the problem to your mind was the problem
24 with the acreage; correct?

25 A That is correct.

1 Q Because you made a determination based on
2 years of experience; correct?

3 A Yes, sir.

4 Q Thank you, Ms. Daise. That's all I have.

5 THE COURT: Let's answer questions from
6 Mr. Finger now.

7 CROSS-EXAMINATION

8 BY MR. FINGER:

9 Q Ms. Daise, are you or anyone else in the
10 Assessor's Office a licensed surveyor?

11 A No, sir.

12 Q Okay. How many acres did -- you said
13 John --

14 A Howard.

15 Q -- Howard owned this property; right?

16 A At one point, yes.

17 Q Well, actually, his wife Pearl had the
18 property when it was lost at the tax sale; do you know
19 that's correct?

20 A Yes.

21 Q How many acres did John and Pearl have in
22 their deeds? Did you look at their deeds?

23 A I sure did.

24 Q Was it 1.9 acres?

25 A It was.

1 Q Okay. Did you go back any further than
2 Pearl and John Howard?

3 A No, I didn't.

4 Q Why didn't you go back any further?

5 A Because once the Order has been granted
6 telling me what the acreage is -- and our office in
7 2019 -- 1990 changed the acreage from 1.9 to 1.05 --
8 we went by the Order. We didn't have to go back in
9 time to do any research.

10 Q Tell me where in Judge Kemmerlin's Order it
11 says it was changed from 1.9 to 1.05.

12 A It doesn't say it was changed. It said that
13 he does not own the property -- he does own the
14 property below the road.

15 Q Who owns the road?

16 A You would have to go back in time to the
17 beginning of -- to determine who owns the road.

18 Q And did you --

19 A So it -- but this Order says Miller owns the
20 road.

21 Q Did you make an effort to go back and
22 determine --

23 A I -- no, I didn't have to.

24 Q -- why it went from 2.5 acres in 1961 to 1.9
25 to 1.05 -- did you make any effort to do that?

1 A The Order -- I didn't have to go back prior
2 to the Order, sir. No.

3 Q Mr. Howard was a party in that --

4 A Order.

5 Q -- Order; correct?

6 A Yes -- yes.

7 Q Have you seen Mr. Howard's deed?

8 A I did. I do.

9 Q I'm handing you Plaintiff's Exhibit 1.

10 A Mm-hmm.

11 Q Is that the deed into Mr. Howard?

12 A It sure is.

13 Q And that is from Darfus Taylor; is that
14 correct?

15 A Rufus.

16 Q Rufus?

17 A Yes.

18 Q I'm sorry. I thought it was Darfus.

19 A It's "R" -- it's Rufus.

20 Q That's an "R"?

21 A Mm-hmm.

22 Q Okay. And does that reference 1.9 acres?

23 A It sure do.

24 Q And you've seen the deed from Mr. Howard to
25 his wife, Pearl?

1 A I sure did.

2 Q That's 1.9 acres.

3 A Yes.

4 Q How many problem plats does the Assessor
5 label annually on an average?

6 A God. Probably about three -- four.

7 Q Okay. And do you consult with the
8 County Attorney before the Assessor puts that label on
9 plats?

10 A I do the research on the property, sir. And
11 I may consult with a coworker.

12 Q Did you talk with the County Attorney when
13 you labeled the plat, which is Exhibit 24, I think, or
14 maybe 23, before you put the "problem plat - see
15 Assessor," did you talk with County Auditor?

16 MR. KIDD: I'm going to object to any
17 communications between Ms. Daise and the
18 County Attorney.

19 UNIDENTIFIED SPEAKER: Thank you, sir.

20 MR. FINGER: I'm not going to ask her
21 what they talked about, I'm just going to ask whether
22 they talked.

23 MR. KIDD: To the extent he asks her
24 only if they talked, I agree with that.

25 BY MR. FINGER:

1 Q Did you talk with the County Attorney before
2 you put the problem plat notation?

3 A No, I did not.

4 Q Who is Harold Daise and Florence Daise; are
5 they related to you?

6 A No, sir.

7 Q They're not related to you at all?

8 A No, sir.

9 Q Okay. It's clear to you that Mr. Gardner
10 does not own the road under Judge Kemmerlin's Order;
11 am I correct?

12 A That is correct. Yes.

13 Q Did you look at all the pleadings in the
14 quiet title action, or just Judge Kemmerlin's final
15 Order?

16 A Just Judge Kemmerlin's final Order.

17 Q Why didn't you look at the pleadings that
18 were filed by Mr. Howard?

19 A It wasn't required of me to look that deep,
20 sir.

21 Q Okay. So you don't know how it went from
22 1.9 acres under Mr. Howard's deed? And under
23 Pearl Howard's deed you don't know how it went from
24 1.9 to 1.05, do you?

25 A I do.

1 Q How?

2 A When -- when Mr. Howard was named in the
3 Order, the Judge told him in the Order -- said that he
4 doesn't own the road, said he owns the -- the property
5 below, and he gave the acreage amount. And when he
6 conveyed it to Pearl, his -- it was wrong then because
7 that's a 1993 deed and this happened in 1989 and it
8 should -- it would take effect before 1990 in the tax
9 system.

10 Q Do you have a copy of that Order with you?

11 A I do.

12 Q You do? Would you look on page 15, please?

13 A I don't have them -- I don't have -- I
14 didn't copy all of it.

15 Q Okay. The last page where it talks about
16 "save and except," --

17 A Mm-hmm.

18 Q -- that states that Mr. Howard owns the
19 road, doesn't it?

20 A This is definitely not correct.

21 Q That's Judge's Order.

22 A Okay. And -- and okay. That says the
23 Judge's Order, and the other paragraph says that he
24 doesn't own and changed the acreage.

25 Q Well --

1 A So this is why we tell them to go to court
2 to determine what's what. The Assessor's Office backs
3 us; got a problem, go to court.

4 Q Judge Kemmerlin's Order says "Save and
5 except the 30-foot dirt road running in a generally
6 southwest to northwest direction across Lot 15 and
7 that 1.054 acre portion of Lot 15 is immediately below
8 (southeast) the 30-foot dirt road, owned by Defendant
9 John Howard." Isn't that what Judge Kemmerlin says is
10 that Mr. Howard owns the road?

11 A I saw that, sir. But at the same time,
12 there's other paragraphs in here that says he
13 doesn't -- that no one owns the road.

14 Q And which part of an Order controls: the
15 part where he's making his finding, or back when he's
16 just talking? Do you have any idea?

17 A No, I don't.

18 Q Okay. So you chose to ignore this portion
19 of the Order where he says, "It is so Ordered," and
20 you -- "Ordered, Adjudged and Decreed," and you relied
21 upon another part of this Order; am I correct?

22 A Yes, sir.

23 Q Derivation clauses in deeds are a good way
24 to go back; is that right?

25 A Chain of title. Yes, sir.

1 Q Okay. And you went back as far as
2 John Howard, but no further; is that correct?

3 A That's correct.

4 Q And there were derivation clauses in
5 Mr. Howard's deed, so you could have gone back
6 farther; is that correct?

7 A I could have. Yes.

8 Q Is there any state statute or regulation
9 that you can tell the Court about that gives the
10 Assessor the right to put "problem plat" on a plat
11 once it's recorded?

12 A No. I don't know of any statute, sir.

13 Q There aren't any, are there?

14 A I don't know of any.

15 Q The County Register of Deeds maintains a
16 good index, don't they really, of who owns what and
17 things of that sort?

18 A They index the deeds. Yes, sir.

19 Q Yes. And you can go to the County index --
20 for instance, you can put in Pearl Howard's name and
21 any property that she ever owned will come up; isn't
22 that --

23 A That is correct.

24 Q That's correct? I'm going to hand you
25 what's been labeled as Defendant's 12 for

1 identification purposes and ask you if you can -- is
2 that a typical handout or a typical page from the --

3 A Register of Deeds.

4 Q -- Register of Deeds?

5 A Yes, sir.

6 (Defendant's Exhibit 12 was marked for
7 identification.)

8 Q And by looking at that document, does it
9 show you that Ms. Pearl Howard only owned one piece of
10 property in Beaufort County in her name?

11 A I -- so, sir, when Register of Deeds index
12 these things, they can index it several different
13 ways. So, like, the one that says "by the treasure,"
14 that means that's a treasure deed -- that's a tax sale
15 deed.

16 Q Right. That's a tax sale deed, but
17 Ms. Howard lost it and --

18 A Yes.

19 Q -- it was transferred to the Gabardy Trust.

20 A Yes. And then it was re-recorded, so they
21 have a corrected one.

22 Q Okay. Right.

23 A And then the first one on the top is the
24 deed from Mr. John Howard to her.

25 Q Right. Correct. So this does not show

1 Pearl Howard owning any other property in
2 Beaufort County; is that correct?

3 A Well, I can't say that because if someone
4 misspell her name, then you wouldn't get it -- it
5 wouldn't come up. You understand?

6 Q Is Pearl Howard spelled correctly on this
7 sheet -- Exhibit 12?

8 A Yes. Mm-hmm.

9 MR. FINGER: Your Honor, we move
10 Defendant's Exhibit 12 into evidence, please.

11 MR. O'KELLEY: Your Honor, I don't -- I
12 mean, I don't know where this is from. It's hearsay.
13 There's nobody from the Register of Deeds Office. I
14 don't -- and plus, it doesn't further the case. We
15 already said who -- what the chain of title is. I
16 just don't see the point. And she already said
17 this -- Ms. Howard could have owned other property in
18 the county.

19 THE COURT: I'll allow it. Twelve; is
20 that right?

21 (Defendant's Exhibit 12 was received
22 into evidence.)

23 BY MR. FINGER:

24 Q I'll hand you what's been marked as
25 Defendant's Exhibit 9 for ID and ask you if you've

1 seen that before.

2 (Defendant's Exhibit 9 was marked for
3 identification.)

4 A I've only seen this because it was a part of
5 an exhibit that was emailed to me from the
6 County Attorney, but prior to this email from
7 Tom Davis -- to whom -- who is this email to?

8 Q So you have no personal knowledge of this
9 email?

10 A No, I don't.

11 MR. FINGER: Okay. I'll withdraw it,
12 Your Honor.

13 BY MR. FINGER:

14 Q And I'm going to hand you what's been
15 labeled as Defendant's Exhibit 11 for ID and ask you
16 what that is, please.

17 (Defendant's Exhibit 11 was marked for
18 identification.)

19 A This looks like Beaufort County Assessor's
20 Office printout of our property record cards.

21 Q Okay. And this says in the legal
22 description that acres were changed by Judgment Rule
23 such-and-such, and a plat; is that correct?

24 A Yes.

25 Q And did you make that notation?

1 A No, sir.

2 Q Do you know who made that notation?

3 A One of my predecessors 'cause it was in
4 1990.

5 Q Okay. It's before you got there?

6 A Yes.

7 Q Although this is a 2018 tax year.

8 A It doesn't matter, sir. The records can be
9 there when -- when -- in 1990 this is when this was
10 inserted in here.

11 Q Okay. And do you know what the acreage was
12 changed from and to?

13 A Most likely the 1.90 to 1.05.

14 MR. FINGER: At this time, we would
15 move this into evidence as Defendant's Exhibit 11,
16 please.

17 MR. O'KELLEY: No objection,
18 Your Honor.

19 THE COURT: All right. That'll be 11.
20 (Defendant's Exhibit 11 was received
21 into evidence.)

22 BY MR. FINGER:

23 Q And I believe that when you -- prior to
24 writing the letter to Mr. Adams -- the October 6th
25 letter that's in evidence -- I believe you said you

1 did look at the deed into Mr. Adams?

2 A I did.

3 Q Okay. And did you look at the tax deed from
4 the Treasurer to the Gabardy Trust?

5 A I did.

6 Q And you said you had looked at
7 Exhibit Number 1 which was the deed from Rufus Taylor
8 to John Howard?

9 A That is correct.

10 Q Okay. You did not look at the deed into
11 Rufus Taylor, did you?

12 A No, I didn't.

13 Q I hand you a deed in 1946 which has been
14 marked as Exhibit 46 already in evidence; is that the
15 deed into Mr. Rufus Taylor as far as you can tell?

16 A I'm just reading it, but to verify that this
17 is the property we're talking about, I can't confirm
18 that.

19 Q How many acres is that piece of property?

20 A This is five acres, more or less.

21 Q Okay. And so you did not look at that
22 deed --

23 A No.

24 Q -- in your research before you did the
25 problem plat?

1 A No -- no.

2 Q Okay. Thank you. Do you know whether
3 Rufus Taylor also went by the name of Dan Taylor?

4 A I -- sir --

5 Q You don't know?

6 A -- I have no idea.

7 MR. FINGER: If I could have just a
8 moment, Your Honor, I may be done.

9 THE COURT: Take your time.

10 MR. FINGER: If I could consult with my
11 client for half a second.

12 BY MR. FINGER:

13 Q After you sent the letter to my client --
14 the October 6th letter -- did my client come in to
15 talk to you -- he and Beverly, who's seated right
16 there?

17 A No.

18 Q He did not come in to talk to you
19 afterwards?

20 A No -- no.

21 Q How many times did he come in to talk to you
22 or someone at the Assessor's Office prior to that?

23 A I want to say Mr. Adams been in our office
24 at least three times.

25 Q Okay. And each time he was in there in

1 order to try to either get that -- he -- the plat was
2 recorded; correct?

3 A No -- no. This is all prior to the
4 recording of the plat --

5 Q Prior to the plat? Okay.

6 A -- that he came into our office. Once the
7 plat was recorded, he didn't come back by.

8 MR. FINGER: Thank you. No further
9 questions.

10 MR. KIDD: Thank you, Your Honor.

11 CROSS-EXAMINATION

12 BY MR. KIDD:

13 Q Ms. Daise, my name is Dylan Kidd; I
14 represent Beaufort County in this action. I wanted to
15 talk with you just quickly about the save and except
16 clause that counsel for Mr. Adams was pointing you to.

17 A Mm-hmm.

18 Q So that would be on page 15 --

19 A Mm-hmm.

20 Q -- of the quiet title Order.

21 A Yes.

22 Q All right. Now, in your experience in
23 interpreting the save and except clause, is it
24 important the way that they are written and structured
25 as to figure out what they say?

1 A That is correct.

2 Q Okay. So you're reading the save and except
3 clause with me. Tell me if I'm reading this
4 correctly: "Save and except the 30 foot dirt road
5 running in a generally southwest to northeast
6 direction across Lot 15 and that 1.054 acre portion of
7 Lot 15 immediately below southeast the 30 foot dirt
8 road comma owned by Defendant John Howard"; is that
9 right?

10 A Yes.

11 Q Does that lead you to believe that what is
12 being referred to as owned by John Howard is the
13 1.054 acre parcel below the road?

14 A Yes -- yes.

15 Q Otherwise, why would they have set out the
16 road and said "the road" twice?

17 A That is correct.

18 MR. KIDD: That's all the questions I
19 have. Thank you.

20 REDIRECT EXAMINATION

21 BY MR. O'KELLEY:

22 Q And Ms. Daise, Mr. Finger was asking you
23 about which part of this Order was the most important;
24 do you remember that?

25 A Yes.

1 THE COURT: See -- would y'all --
2 everybody check their phones and make sure they're on
3 silent, please.

4 MR. O'KELLEY: Thank you, Your Honor.

5 THE COURT: You may proceed.

6 BY MR. O'KELLEY:

7 Q And one of the portions of that Order said
8 that this 1.054 acres is below the unpaved
9 Beaufort County Road; correct?

10 A That is correct.

11 Q That's been the law of the case since 1990,
12 hasn't it?

13 A That is correct.

14 MR. O'KELLEY: Thank you, Ms. Daise.
15 That's all I have.

16 RE-CROSS-EXAMINATION

17 BY MR. FINGER:

18 Q This document -- Judge Kemmerlin's Order --
19 could be read correctly that "the 30-foot dirt road
20 owned by Defendant John Howard"; isn't that what it
21 says?

22 A That's -- that's what it says, sir. Yes.

23 MR. FINGER: Thank you. No further
24 questions.

25 THE COURT: All right. Anything else

1 on this from the County?

2 MR. O'KELLEY: Nothing further,
3 Your Honor.

4 THE COURT: Okay. Thank you so much.
5 Y'all watch your step when you step down.

6 THE WITNESS: Mm-hmm.

7 MR. KIDD: Your Honor, can Ms. Daise be
8 excused?

9 THE COURT: Yes.

10 MR. FINGER: No objection.

11 THE COURT: You're excused.

12 MR. O'KELLEY: Thank you.

13 Ms. Daise, can we make sure we're not
14 taking exhibits or something? Not that you're doing
15 that, but just --

16 THE WITNESS: Is this exhibit anything?

17 MR. O'KELLEY: This one can make two.

18 THE REPORTER: Did this get --

19 MR. O'KELLEY: Mr. Finger --

20 THE REPORTER: Mr. Finger, I need

21 11 and 12.

22 MR. O'KELLEY: I got them.

23 THE REPORTER: You got them? Okay.

24 MR. O'KELLEY: That can be --

25 everybody's left theirs?

1 THE COURT: Okay. Let's see. No one
2 has rested yet; right?

3 MR. O'KELLEY: Yeah. I have,
4 Your Honor. We rest at this time. You've heard all
5 of our case.

6 THE COURT: All right.

7 MR. O'KELLEY: And I don't know if the
8 defendant has witnesses to put up or not -- further.

9 MR. FINGER: Your Honor, I would like
10 to ask permission to recall my client based upon, and
11 limited solely, to anything that may have come out of
12 the testimony of Ms. Daise.

13 THE COURT: All right. Now we may need
14 to get Ms. Daise back if he's going to start talking
15 about what she said.

16 MR. O'KELLEY: That's what I was going
17 to say.

18 MR. KIDD: Okay.

19 MR. O'KELLEY: Hold on.

20 THE COURT: Sorry. We let you go too
21 soon.

22 Now we lost Hamlin. I'm sure he'll be
23 back.

24 All right. I think we're all back and
25 set.

1 Mr. Finger, call your witness please,
2 sir.

3 MR. FINGER: I call Reuben Adams.

4 THE COURT: All right, sir. You know
5 the drill on the stairs and all of that.

6 MR. ADAMS: Yes, sir.

7 WHEREUPON,

8 REUBEN ADAMS,
9 called as a witness and having been first duly sworn
10 to tell the truth, the whole truth, and nothing but
11 the truth, was examined and testified as follows:

12 THE COURT: All right. Have a seat and
13 state your full name for the record again.

14 THE WITNESS: My name is
15 Taylor Reuben Adams.

16 DIRECT EXAMINATION

17 BY MR. FINGER:

18 Q Would you tell the Court, best you can
19 recall, when was the first time you went in and talked
20 to the Assessor's Office about this specific piece of
21 property?

22 A Don't know the exact date, but it would have
23 been within 30 days of the -- the date -- the letter
24 that was sent to me. So we went in there to be in
25 alignment what she asked us to do -- be in within 30

1 days if we had a complaint. So my wife and I went in
2 there to see her.

3 Q And did you talk to Ms. Daise?

4 A We did.

5 Q Tell the Court about that discussion if you
6 would, please.

7 A Well, when you walk in, as you know, you go
8 down the hallway, you take the first left, and then
9 there's the -- next door would be to go to the
10 Assessor's Office where all the people work. And so
11 there's the office out here for some residents to go
12 and to ask questions. And so we asked for Ms. Daise
13 and she came out and she came around -- out in the
14 hall -- and she came in there to talk with us.

15 And we asked her several questions, but one
16 of them we asked her was -- because she told us it
17 wasn't mine and she didn't tell me about what reasons,
18 she just said it's -- it's not my property. And so --
19 and she said according to the -- the Court Order --
20 that I had to have a court order.

21 So we asked her, we said, "Well, if it
22 doesn't belong to me and if it doesn't belong to
23 Mr. Gardner, who does it belong to?" And her reply
24 was, "As far as I'm concerned, it belongs to all of
25 the heirs of the Gardner family."

1 Q And based upon that conversation with
2 Ms. Daise, is that when you hired Mr. Gasque to go out
3 and do an actual plat for you, or was that already in
4 the works?

5 A He went -- he -- he had already received the
6 one -- that was one we had -- Beverly had taken it
7 over to the Recorder's Office and left it there, so I
8 was never -- never -- I never asked her to do anything
9 for me. We -- we simply took David Gasque's survey
10 and took it to the -- to be recorded, which is right
11 across the hall from the Assessor's Office. We went
12 in there and they recorded it.

13 Q And this is Exhibit 23A, it's the plat by
14 Mr. Gasque that you took and had recorded; am I
15 correct?

16 A That was -- yes, sir. That's it.

17 Q After you received the letter from
18 Ms. Daise, which was October 6, 2017, did you go back
19 in and see her after that?

20 A This is what I'm talking about right now.
21 That's the reason we went in because we -- we received
22 that. Actually, if you look at it where it was sent,
23 it was sent to the wrong place and we had been living
24 at 240 Warsaw Island Road for probably a year before
25 then.

1 Q Okay. Did you have -- it's addressed to
2 P.O. Box 1084; is that you?

3 A That was -- that was a P.O. Box at the post
4 office in St. Helene Island.

5 Q Okay. Did you go back and see Ms. Daise
6 after you got the letter?

7 A After we got that letter. As a matter of
8 fact, the -- I have the -- I have the -- the actual --
9 same -- same paper you've got from Ms. Daise that
10 Mr. Gardner had blown up and put it on my property on
11 the -- if you remember where the -- the two posts were
12 that -- that he had cased up -- had his -- a cable to
13 cross there. So he'd blown those up and put them up
14 there to be sure that we saw that.

15 Q After you received the letter from
16 Ms. Daise, which is Exhibit 24, did you hire Tom Davis
17 to help you with this issue?

18 A It was before -- before that took place. I
19 think it was around sometime in May of 2015. And he
20 looked at it -- matter of fact, when we went in to --
21 to see Mr. Davis -- and of course we got that by
22 reading the quiet title, which said that he was --
23 that he was the attorney for John Howard. So we went
24 in and his -- he wasn't there right then, and his
25 paralegal took one look at it and says --

1 MR. O'KELLEY: Your Honor, I'm going to
2 object to him --

3 THE WITNESS: -- "it's your property."

4 MR. O'KELLEY: -- saying that his
5 paralegal says it --

6 THE WITNESS: It's --

7 THE COURT: Don't say anything, then.

8 THE COURT: Yeah. You will not be able
9 to testify what the paralegal or Mr. Davis knows;
10 okay?

11 THE WITNESS: Oh -- oh -- okay. Yes --
12 yeah, I hired him at that point.

13 BY MR. FINGER:

14 Q Did Mr. Davis ultimately send an email to
15 the Assessor's Office?

16 A Yes, he did. And you know what? We went in
17 there then and then, actually, we took some time
18 before we decided to go. This is, I think, after we
19 got that letter, so that -- we did go in after that.
20 So we made more than one trip over there.

21 Q And did the Assessor's Office ever respond
22 to Mr. Davis that you're aware of?

23 A The -- the only thing that I'm aware of is
24 someone name Elizabeth or Liz has sent a letter to him
25 and said that, "We do not take," -- 'cause he asked

1 her to have it recorded -- Mr. Davis asked Ms. Daise
2 to have it recorded -- asked for the quiet title
3 and -- and they said -- they wrote back him -- sent
4 him an email said, "We don't take emails -- we don't
5 take orders from emails."

6 Q Thank you. Anything else you'd like to tell
7 the Court about your interaction with the
8 Assessor's Office?

9 A Well, the Assessor's Office direct, I would
10 say no, but it's caused a lot of problems because
11 of -- of her saying that.

12 She -- she called the sheriff's department
13 to come out. The sheriff's department came out the
14 day after that -- that Deputy or Captain Able had sent
15 the letter out to his men. And I have that letter
16 over there -- he sent it out to the men and said,
17 "It -- game over. The property belongs to Mr. Adams."

18 Well, on that date, Mr. -- Deputies Garcia
19 and Green came out on a Friday and they told me that
20 day -- we've got those records.

21 MR. O'KELLEY: Your Honor, he's telling
22 us stuff that shouldn't be proper. It's hearsay.

23 THE COURT: Sustained.

24 BY MR. FINGER:

25 Q And is there anything else you want to tell

1 the Court about the Assessor's Office? Because we are
2 limited to just the Assessor's Office right now.

3 A Well, the thing that I don't understand
4 about the Assessor's Office that is been a big problem
5 with us is she's telling us in her letter that we have
6 to have a court order.

7 And my understanding of what the Assessor's
8 Office is -- in order for them to do -- to them to
9 change the acreage, which they did and in 1990 the
10 same day -- November 20th -- the same date that
11 Judge Kemmerlin signed the declaration, the adjudged,
12 adjured and decreed, that was the same date that the
13 Assessor's Office changed the acreage.

14 And that's why all of the tax records show
15 to this day -- they show that same thing: it says
16 right there as clear as a bell that acreage change on
17 November 20, 1990 according to Judgment Rule --
18 JR Number 424782745.

19 Q And you have looked at all of the plats; am
20 I correct?

21 A Every single one of them.

22 Q Okay. Including the plat that Mr. Gasque
23 did, which is 23A; is that correct?

24 A I don't remember the date, but I remember
25 that -- that one there. Yes, sir.

1 Q He gave you that plat?

2 A He gave -- he -- he gave me that. Yes, sir.

3 Q And do you have an opinion as to how it went
4 from 1.9 acres to the 1.49 acres that Mr. Gasque has
5 on his plat?

6 MR. O'KELLEY: Your Honor, I'm going to
7 object. He can't give an opinion. He's not an expert
8 witness as to surveying, or as to what Mr. Gasque did.

9 MR. FINGER: An individual can always
10 give an opinion about his own property, Your Honor.

11 THE COURT: I'll allow him to answer.

12 MR. O'KELLEY: Yes, sir.

13 THE COURT: I'm taking into account the
14 fact I understand he's not a surveyor, but go ahead.

15 THE WITNESS: Well, since I do have
16 some experience -- maybe 30 years' worth of doing
17 foundation work and putting in slabs exactly where
18 they're supposed to go and it's very tedious and it
19 does require surveyors and a lot, then I also buy
20 property and build my own -- well, spec homes and so
21 forth and so I did the math on it.

22 And looking at the 1.9 wondering where
23 it came from, the only way it -- where else it could
24 have gone would have been in the triangle. So if you
25 take the math of the triangle and you take the math of

1 the road from all the way down beginning where it
2 starts, and go all the way down, it comes up to
3 1.894 of an acre.

4 And like Mr. Gasque says, I have
5 another survey -- one from Mr. Christenson, and it --
6 it puts it in at the -- the 1.054 acres, it puts it in
7 at .9 of an acre. And so why he never put in and
8 there's no monuments there is beyond me.

9 BY MR. FINGER:

10 Q The triangle you're talking about is this
11 here triangle here in the corner that in
12 Judge Kemmerlin's Order he says, "the owner of which
13 is unknown"; is that right?

14 A That's what it says in 1990, and that -- and
15 that's -- and that's why I don't understand. How can
16 it be unknown in 1990 on that triangle? Why is it
17 even mentioned? And yet how is it that we've -- can
18 go back, which Beverly and I did -- we went back this
19 past year and we did some recording in the records
20 office and it says that Miss Gardner -- Ardelle --
21 sold that property to a person in 1982.

22 So I'm just saying that -- that -- there's
23 some changing going on that shouldn't be going on. In
24 other words, that person in the Assessor's Office is
25 supposed to have a court order. I even went to the

1 Clerk of Courts this past year and asked them where
2 was the court order for that property to be changed
3 and she says, "It happened without a court order."

4 MR. FINGER: Your Honor, he can't tell
5 us what the Clerk told him.

6 THE COURT: Please answer any questions
7 that Mr. O'Kelley may have.

8 THE WITNESS: Okay -- okay.

9 CROSS-EXAMINATION

10 BY MR. O'KELLEY:

11 Q Your deed says you own 1.05 acres, does it
12 not?

13 A The deed does. Yes, sir.

14 Q Yep. And Judge Kemmerlin's Order describes
15 this lot -- it's a court order, right --
16 Judge Kemmerlin's Order from 1990?

17 A The judge Order that I've obtained starts at
18 "Adjudged, Adjured and Decreed." Yes, sir.

19 Q It's an Order from 1990 that says your
20 property is 1.054 acres; correct?

21 A Well, to be specific for it, sir, he doesn't
22 say my name anywhere in there. He's talking about
23 John Howard's 1.054 acres. So he's not talking about
24 me at all.

25 Q Correct, sir. You weren't even in

1 Beaufort County at that time, were you?

2 A Yeah, I was in Beaufort County.

3 Q Excuse me. You didn't own any property on
4 Warsaw Island in 1990.

5 A No, sir.

6 Q And in fact, your predecessor-in-title,
7 John Howard, owned your property; correct?

8 A He was one of the predecessors. Yes.

9 Q Correct. And that's the same John Howard
10 that the Court of Appeals stated did not own the road;
11 correct?

12 A Yes. But --

13 MR. FINGER: Thank you.

14 CROSS-EXAMINATION

15 BY MR. KIDD:

16 Q Mr. Adams, you talked previously about your
17 contacts with the County, and what it's led you to
18 believe in terms of this case, have you not?

19 A That's a little vague for me, I think.

20 Q Sure. You testified over the course of this
21 trial as to various conversations you've had with
22 different folks at the County, and what that's led you
23 to believe; is that correct?

24 A In -- in this case?

25 Q Yes.

1 A Okay. I -- I've had a chance to talk to
2 who, now?

3 Q You said you talked with Mr.. Klatt, you
4 talked with Ms. Daise, you talked with various people
5 at the County.

6 A Oh. I've had a chance to talk with them
7 before today, you mean?

8 Q Sure. I'm talking about during the course
9 of the case, while all this has been going on and
10 you've been trying to figure out who owns this
11 property.

12 A Okay. So in the time I bought the property
13 that I've talked with Mr. Klatt and so forth, is that
14 what you're -- is that --

15 Q What I'm getting at is you've had
16 conversations with folks at the County about the
17 ownership of this property for many years, have you
18 not?

19 A Yes, sir.

20 Q Okay. And you've currently been talking
21 about the conversations you've had with Ms. Daise and
22 what they led you to believe about the ownership of
23 the property; is that right?

24 A Yes, sir.

25 Q Okay. Now, on or about November 16th of

1 2023, did you call Mr. Neil Desai and request that the
2 County perform maintenance on the road up to, and
3 including, the boat ramp?

4 A I requested them that they come and do the
5 work over there on Warsaw Island Road. Yes, I did.
6 But not the boat ramp. I did not.

7 Q Okay. Why did you request that the County
8 come do maintenance on that road?

9 A 'Cause it was filthy -- all the asphalt's
10 filthy. I've got pictures if you'd like to see them.

11 Q In order for the County to have rights to do
12 maintenance on that road, wouldn't it have to be a
13 County road?

14 A Well -- well, it'd also have to have -- they
15 would also have to have a easement, which they don't
16 have.

17 Q You'd have to give the County an easement to
18 maintain the road that you claim you own?

19 A No. They -- the County has to put -- has to
20 go and get an easement for them to put asphalt on that
21 person's property. He never -- they never got an
22 easement for John Howard.

23 Q So you asked the County to pave that road?

24 A It was already paved, sir. It's already
25 paved. The property that John Howard owned, they

1 never got an easement from John Howard. That was in
2 around 1995, I think, it was -- it -- the asphalt was
3 put in. John Howard's had the property that whole
4 time from 1960 up until, I don't know, 2010 or so.

5 Q Okay. Let's clarify. We're talking about
6 the 30-foot section of road here you asked if --

7 MR. FINGER: Your Honor, could we note
8 that this examination is limited to the Assessor's
9 Office issues, and this is far outside of that. He
10 had an opportunity to cross on this two weeks ago,
11 whenever we were here. And please note my continuing
12 objection to anything that's outside this very limited
13 examination.

14 MR. KIDD: Your Honor, I disagree.
15 He's talking about his communications with the
16 Assessor's Office and what it led him to believe.
17 This is relevant to his state of mind. If he thought
18 from his communications with the Assessor's Office
19 that he owned the property, he would not have
20 contacted Beaufort County to come perform maintenance
21 on the road and the boat ramp.

22 THE COURT: I'll let it go on a little
23 bit. Your objection's noted, though.

24 MR. FINGER: Thank you, sir.

25 THE COURT: Go ahead.

1 BY MR. KIDD:

2 Q So Mr. Adams, on or about November 16th of
3 2023, when you contacted Mr. Neil Desai to perform
4 maintenance on the road, what were you seeking to have
5 him do?

6 A Come out and get -- and take his -- he's
7 making the mess himself to tell you the truth, sir.
8 The reason that place is a mess down there is because
9 when he comes out of the dirt road onto Ashton and
10 comes onto it --

11 Q Sir, who's "he"? Mr. Gardner you're talking
12 about?

13 A No, sir. The -- the men we're talking
14 about.

15 Q That was Neil Desai?

16 A Yes, sir. Mr. Desai.

17 Q Okay.

18 A Yeah. I simply asked him because I asked
19 John Miller if he'd come down there and clean it also.
20 So I've asked him a couple of times to come down and
21 clean it up. And they -- and then they give me the
22 old -- good old boy, "Yeah, we'll -- we'll get down
23 there." But they never did come down there and clean
24 it. It's -- it's a mess.

25 Q And have you asked anyone else from the

1 County to perform maintenance on that road at any
2 time?

3 A Just John Miller and Mr. Lucille. And I met
4 him at the -- the boat when they were doing the boat
5 and asking people what they thought about would help
6 and so forth and maintain. And quite frankly, they're
7 not maintaining the boat ramps and stuff now. I don't
8 know how they could maintain a road or anything.

9 MR. KIDD: Okay. That's all the
10 questions I have. Thank you.

11 THE WITNESS: Yes, sir.

12 REDIRECT EXAMINATION

13 BY MR. FINGER:

14 Q So this request to Mr. Desai to maintain the
15 road was not the 30-foot dirt road, it was out on --

16 A Absolutely. Right where everybody comes out
17 and goes in, including the County. The County goes
18 down there -- they're the worst mess-maker of all
19 because when they bring their heavy equipment in, they
20 drive down through there, they drive back. And the
21 reason I moved the gate back -- back the asphalt --
22 this --

23 Q Show the Court --

24 A Sure.

25 Q -- where you're talking about. You're

1 talking about --

2 A Yes, sir.

3 Q -- them doing maintenance --

4 A Yes, sir.

5 Q -- at --

6 A Yes, sir.

7 Q -- on Ashton Drive you requested --

8 A This is Ashton Drive going from here all
9 the -- where the --

10 Q There's Ashton Drive right there.

11 A -- the -- the -- I'm sorry. There's Ashton
12 here and then here's Warsaw Island and it ends right
13 here. This is where the gate -- this is where the
14 pavement ends here. So my property goes from here all
15 the way across over to here and then that direction.

16 That's what Mr. Gasque was asked for by you
17 last -- two weeks ago when you came in. This is all
18 John Howard's property here. And so I want them to
19 clean it from here down to here.

20 I purposely put my -- at the behest of the
21 sheriff's department -- Mr. Robert Orbello -- I put my
22 gate -- he said put it here; Zeke Miller said put it
23 here; and I put it down here.

24 MR. O'KELLEY: Your Honor, he needs to
25 quit bringing up stuff that other people told him.

1 THE COURT: Yeah.

2 MR. O'KELLEY: It's improper. Please
3 instruct the witness not to violate the hearsay rule
4 time and time again.

5 THE WITNESS: Thanks for offering to do
6 that, and I appreciate you putting up with me. I -- I
7 just -- I knew better.

8 MR. FINGER: Just show the Court where
9 you asked the County to do some maintenance.

10 THE WITNESS: From here --

11 THE COURT: Piece right there.

12 THE WITNESS: -- down to here. Yes,
13 sir. And this abuts all the way down.

14 MR. FINGER: No further questions.
15 Thank you.

16 THE COURT: Anything else for this
17 witness? All right. Anything else with this witness?

18 MR. FINGER: No, Your Honor.
19 You can come down.

20 MR. O'KELLEY: No, sir.

21 THE COURT: All right. You may step
22 down, sir.

23 THE WITNESS: Okay. Thank you.

24 MR. FINGER: Nothing further from the
25 defendant, Your Honor.

1 THE COURT: All right.

2 MR. O'KELLEY: Your Honor, if the
3 defendants rested, then I think I'm going to have to
4 make our appropriate motion that under basically what
5 is the law of the case at this point,
6 Judge Kemmerlin's Order states that this gentleman
7 owns 1.054 acres.

8 The Court of Appeals, when this case
9 went up, is very clear in its decision that came out
10 in April of 2022. And no petition for rehearing was
11 filed, no certification to the Supreme Court of
12 South Carolina was petitioned or filed.

13 And what the Court of Appeals states
14 clearly is neither Leroy Gardner, Senior nor
15 John Howard owned the road. Thus, neither
16 Charles Gardner, nor Adams, through his position in
17 the Howard property's chain of title, owns it now.
18 And that cannot be clearer than a bell, Your Honor.

19 For those reasons, you know, I don't
20 think there's -- and it's -- Your Honor brought this
21 up with us earlier that this case was then remanded,
22 vacated these findings, and remand for further
23 proceedings consistent with this Opinion. And
24 Your Honor, we made this -- we also made this an
25 exhibit to the case.

1 So I think it's clear, Your Honor. For
2 33 years this has been a record that this property
3 that Mr. Adams bought at a tax sale as 1.05 acres --
4 his own deed says it's 1.05 acres.

5 I can't buy the Brooklyn Bridge because
6 I don't own it. Mr. Adams can't extrapolate .45 acres
7 just because he went back and looked at an old deed
8 that says, well, it was 1.9 acres. That was cleaned
9 up in 1990 by Judge Kemmerlin. It's been the law of
10 the case for 33 years.

11 The Court of Appeals, reading this,
12 said, "Wait a minute. You don't own this road.
13 Sorry, Mr. Gardner, I have bad news for you, you don't
14 own the road. Sorry, Mr. Adams, bad news for you, you
15 don't own the road."

16 And that's the end of it, Your Honor.
17 I don't know that there's much for you to decide other
18 than just figure out that my client's pretty much
19 given clear evidence that he has an easement over the
20 road.

21 I'll point Your Honor to the case of
22 Carolina Center Building Corporation vs.
23 Enmark Stations, Inc. about prescriptive easements
24 continued in uninterrupted use for 20 years; the
25 identity of the thing enjoyed; use or enjoyment which

1 is either adverse or under a claim of right.

2 You heard Mr. Gardner testify that his
3 family used this road to get to his property for years
4 until Mr. Adams put up the gate. We showed you the
5 old plats that showed the driveway coming in off the
6 unpaved portion of the road.

7 No one's refuted the use for over
8 20 years or the identity of the thing enjoyed. As you
9 heard from Mr. Gardner and you heard from other
10 witnesses, they all thought the Gardner family owned
11 the road even though we've had this Order from 1990.

12 So we think the issue of ownership of
13 the road has been decided clearly by Judge Kemmerlin,
14 and as affirmed by the Court of Appeals that it's an
15 unpaved County road. And we're stuck with that,
16 Your Honor.

17 When I got involved with this case, I
18 was more hopeful that we could help Mr. Gardner; give
19 him better news about the ownership of the road, but
20 again, when it's the law of the case and it's been
21 unappealed for years, that's it, Your Honor.

22 So that's our motion. I generally know
23 Your Honor's feelings about granting motions for
24 directed verdict and all, but in this case, it's a
25 little different because of what our friends in

1 Columbia have already ruled.

2 THE COURT: Thank you so much.

3 Happy to hear from you, sir.

4 MR. FINGER: Your Honor, just a short
5 response. The Court of Appeals Opinion says "Based
6 upon the record that was presented to it," and the
7 record that was presented to it was based upon
8 Mr. Gardner's allegation in his 2017 Complaint that my
9 client was trespassing on his property.

10 You now have a full record going back
11 to all the deeds prior to Howard, and that's
12 consistent with what the Court ordered. So by no
13 means is the plaintiff entitled to a directed verdict.

14 I would like to -- on the easement
15 issue, there's no easement because Mr. Gardner, until
16 two weeks ago when we were here with you, he
17 maintained that he owned the property.

18 And you will recall that, in his
19 testimony, he said other people had to ask him if they
20 could use it and he had a sign up that said
21 "No Trespassing" and a cable across the road. So he
22 thought he owned it. So there's no easement has been
23 proved by any stretch of the imagination.

24 If I could, Your Honor, I'd like to put
25 on the record Defendant Reuben Adams' Motion for a

1 Directed Verdict. The first --

2 MR. O'KELLEY: Well, I think I have a
3 motion pending still, based on this --

4 THE COURT: Now, as you correctly
5 suggested, I will take it under advisement.

6 MR. O'KELLEY: Yes, sir. I just wanted
7 to make that for the record.

8 THE COURT: But no -- for the record.

9 MR. O'KELLEY: Yes, sir. That's all.

10 THE COURT: I understand.

11 MR. O'KELLEY: Thank you, Your Honor.

12 MR. FINGER: First, as to the claim by
13 Beaufort County, there is no evidence of any County
14 ownership or maintenance. The claim by
15 Beaufort County that they own the road is without any
16 substantial justification or any factual basis or any
17 legal basis. There was no witness from the County
18 that come up and said they owned it.

19 Mr. Klatt's letter, Exhibit 20, clearly
20 stated the County's position: "We don't own it and we
21 have never maintained it." The GIS documents from the
22 County clearly show this is an unpaved, private road.
23 And lastly, the GIS records and all the records from
24 the County on the boat ramps do not list this as a
25 County boat ramp. So the directed verdict based upon

1. the County, we would urge the Court to grant that.

2. Next part of my motion, Your Honor, is
3. a directed verdict as to Mr. Gardner's claims in his
4. Amended -- maybe Second Amended Complaint.

5. In the first, second, and fourth cause
6. of action, Mr. Gardner maintains he had a right to use
7. the road and the ramp. Little to no testimony from
8. Mr. Gardner that he ever used the ramp. Little to no
9. testimony that Mr. Gardner used the road. And he
10. currently has access to his property from
11. Ashton Drive, so he does not need to go down the road
12. to get to his property.

13. There's no testimony that Mr. Adams
14. ever trespassed on Mr. Gardner's property. One of the
15. witnesses mentioned there might have been a fence down
16. by the ramp, but the testimony showed that fence was
17. there before my client bought the property.

18. It wasn't until we were here two weeks
19. ago that Mr. Gardner finally admitted that he didn't
20. own the road. It's the first time he's ever made that
21. admission. It is clear that Mr. Gardner made other
22. people ask for permission to use the road. His own
23. witnesses testified that: Mr. Atkins and
24. Mr. Williamson. That's relative to first, second, and
25. fourth causes of action.

1 The third cause of action is that my
2 client has created a nuisance and interfered with
3 Mr. Gardner's quiet enjoyment. No testimony from any
4 Plaintiff witness that my client has done that. The
5 fact is, all the testimony is exact opposite, and I
6 will get to that in a moment.

7 I think the most crucial thing that the
8 Court heard two weeks ago is the testimony from the
9 plaintiff's witness, Mr. Gasque. Mr. Gasque said the
10 parcel was 1.49 acres, it's not Mr. Gardner's, and it
11 belongs to my client. He said the 1.05 acres in the
12 deed is the last thing that anybody should look at
13 when determining what the actual boundaries are of the
14 piece of property.

15 Mr. Gardner has asked for some
16 equitable relief from the Court. He wants an
17 injunction. He is seeking equitable relief. He is
18 not entitled to any equitable relief by virtue of
19 unclean hands. The harassment of Mr. Gardner against
20 my client was clearly proven. The fact that
21 Mr. Gardner went to jail for seven days because he was
22 harassing my client is, in fact, the law of the case.

23 So it's no question that Mr. Gardner
24 has been harassing. You saw the pictures -- you'll
25 see the pictures. You heard the video of the loud

1 music. That's going on as recently as within the last
2 two or three weeks.

3 There was no reply testimony from
4 Mr. Gardner saying, "Wait a minute. I didn't do
5 that." He had a perfect opportunity when Beverly
6 said, "When my husband was in Florida, Mr. Gardner
7 gave me two throat slashing signs in his truck." Not
8 refuted.

9 The ALCOA documents which have been
10 introduced shows that the work they did was for the
11 private use of the owner, not for anybody else.
12 Mr. Williamson -- I'm going through the witnesses --
13 Mr. Williamson said he had to ask permission for his
14 Airbnb guest. You will recall he testified about
15 Airbnb guests. He had to ask permission to use the
16 road and the boat ramp for his guests.

17 Mr. Atkins testified he had to ask
18 permission from Mr. Gardner. He also said that the
19 property was in bad shape before Mr. Adams bought it.
20 Mr. Atkins had sued my client alleging an easement and
21 it has been dismissed and the statute's run on that.

22 So Mr. Atkins also testified -- you
23 will recall on my cross-examination -- that Mr. Adams
24 said, "You can use the property one time a day. You
25 can use the boat ramp one time a day, but we don't

1 want you down there after dark." So my client offered
2 it to Mr. Atkins, and Mr. Atkins did not seem to do
3 that at all.

4 Mr. Youman's property says the property
5 description is wrong. He does not know where the
6 property is. He lives down the road, but doesn't know
7 where it is.

8 Mr. Gasque said it was 1.49 acres.
9 Mr. Gardner showed him -- and I think it's critical
10 that Mr. Gasque, in his plat, which is Exhibit 23,
11 says, "Mr. Gardner showed me where his property line
12 was. I relied upon what Mr. Gardner showed me for the
13 end of his property. He says that 1.49 acres is owned
14 by Reuben."

15 And I've already mentioned that his
16 testimony was the 1.05 acres in the deed is
17 essentially irrelevant. That was his words. He also
18 stated that the road and ramp were outside of
19 Mr. Gardner's property.

20 Now, Your Honor, my client has filed
21 several counterclaims. I believe that the Court
22 should award my client judgment on the Frivolous Civil
23 Procedure Sanction Act. My client spent the first
24 three and a half years in this case fighting a
25 trespass allegation against him that Mr. Gardner said

1 my client was trespassing on his property. There's
2 not one fact in the record to ever support that.

3 We've had several years of litigation.
4 Now, at long last, he admits he doesn't own the road.
5 The constant harassment has been shown, but it is
6 Mr. Gardner and his peers that are doing the
7 harassment.

8 You will recall that Mr. Gardner said,
9 "I can play my music as loud as I want now because
10 there's no restraining order." Well, in fact, he was
11 wrong. And I pointed out to him that Judge Mullen's
12 earliest Order says that the mutual restraining order
13 lasts for the entire body of this litigation.

14 So he thinks he can do what he wants
15 because he's not under a restraining order despite
16 going to jail for seven days, and despite the fact
17 there is an Order from Judge Mullen saying he can't do
18 it.

19 The harassment is virtually daily; my
20 client testified about it. You've seen the pictures
21 and the video. In the decades that I've been
22 practicing law, I have never introduced or seen
23 introduced a document with those photographs.

24 That is rude and grotesque, as they are
25 directed at my client and his wife. That is

1 disgusting behavior, and it has not been recanted or
2 discounted by any testimony from the Plaintiff or any
3 of his witnesses.

4 My client, by virtue of the conduct of
5 Mr. Gardner, was arrested twice and put in jail twice.
6 You heard him testify to that and he said both times
7 he was acquitted. He's been to jail.

8 I would ask that the Court dismiss
9 Mr. Gardner -- first dismiss the County and their
10 claim. They don't own it. They put up no testimony
11 at all that they owned it.

12 Judge Kemmerlin's Order is a
13 Consent Order, and all of us that practice here in
14 Beaufort County during Judge Kemmerlin's time loved
15 being in front of him. And I will say that I had him
16 as a professor in law school in 1979. I have the
17 utmost respect for everything Judge Kemmerlin has
18 done.

19 That Order has some ambiguity in it,
20 and I think if you look at page 15, it says my client
21 owns the road. Clearly, Mr. Gardner's predecessor did
22 not own the road.

23 I thank you for letting me go on as
24 long as I have, Your Honor. I believe that my client
25 is entitled to a directed verdict on the County's

1 claims and on Mr. Gardner's claims and he's entitled
2 to a directed verdict on his counterclaims.

3 Thank you.

4 THE COURT: Thank you so much.

5 Mr. Kidd, do you want to do both right
6 now, or -- okay sure.

7 MR. KIDD: I'll take both for the
8 record as well.

9 THE COURT: All right. Go ahead,
10 please.

11 MR. KIDD: Madam Court Reporter you got
12 me on this?

13 THE COURT: Then we'll get back to you.

14 MR. O'KELLEY: Thank you, Your Honor.

15 MR. KIDD: All right. Thank you,
16 Your Honor. First, I will respond to the plaintiff's
17 motion for a directed verdict.

18 While the County would agree that
19 Mr. Gardner has been using the road for quite some
20 time, the County does disagree with Plaintiff's
21 counsel that an easement has been established in this
22 case, primarily because the County believes that the
23 evidence in the case viewed through the lens of
24 Judge Kemmerlin's 1990 Order and the Court of Appeals
25 Opinion establishes that it is a County road.

1 And therefore, Mr. Gardner does not
2 need, and indeed cannot obtain, an easement from the
3 County as to the road. And this County ownership
4 obviously would not benefit -- that he would not need
5 one, nor would Mr. Adams.

6 We would also point out there is
7 evidence in the record that Mr. Gardner believed that
8 this was a County road during the pendency of this
9 case in his motion for reconsideration on motion for
10 summary judgment. So we would respectfully request
11 that Your Honor deny a motion for directed verdict of
12 the plaintiff as to the County.

13 In responding to Mr. Adams's motion for
14 a directed verdict, we would respectfully disagree
15 with his assertion that there's no evidence in the
16 record that the County has maintenance or ownership of
17 the road.

18 While Mr. Finger cites to Mr. Klatt's
19 letter, Your Honor, we believe that the case law in
20 zoning context is clear that an erroneous opinion of
21 someone who is not an attorney -- an employee of the
22 County -- cannot bind the County as to an erroneous
23 legal opinion, and we believe that's what Mr. Klatt
24 gave here.

25 We would also point out as to the

1 GIS records, these are public records and they are --
2 it states on the GIS website that they are used for
3 informational purposes and that they do not constitute
4 an official statement of ownership for the County. It
5 urges folks who are seeking that kind of determination
6 to contact the County for an official opinion.

7 Your Honor, as I mentioned, I would
8 like to put a motion for the County for a directed
9 verdict on the record as well. We agree with
10 Plaintiff's counsel that the starting point for
11 Your Honor's determination has to be Judge Kemmerlin's
12 1990 Order, and then as interpreted by the
13 Court of Appeals Opinion which remanded this matter
14 for proceedings consistent with that opinion.

15 I understand that Your Honor may have
16 disagreed with us as to the law of case effect in
17 earlier motions of this case as to whether they are
18 binding upon the County, but the Court of Appeals
19 Opinion is clearly binding on the two parties. And
20 the Court of Appeals Opinion very plainly states that
21 neither Mr. Adams nor Mr. Gardner owns the road.

22 It refers to the road, as many of the
23 deeds in this case have shown, as an unpaved County
24 road. And we believe that if this went to the
25 Court of Appeals again, we don't believe that any

1 evidence has been introduced in the record that would
2 change that determination.

3 We believe, furthermore, that there has
4 been evidence submitted into the record of public use
5 since at least 1960.

6 Ed Atkinson testified that he used that
7 road starting in 1959 or 1960 and continuously, and he
8 saw other members of the public do the same. He made
9 his livelihood using that road and using that ramp.
10 He never faced any impediment to accessing the road or
11 the ramp until Mr. Adams moved in and blocked it off.

12 And we also would point out that we do
13 come to the Court seeking equity. I think the
14 evidence given certainly lends the impression that the
15 only party coming before Your Honor with clean hands
16 is the County.

17 The County ownership would be
18 consistent with the Order of Judge Kemmerlin and the
19 Court of Appeals Opinion. It would have the benefit
20 of making it so that neither party owns or neither
21 party requires an easement as to the road.

22 It would allow the road to be
23 maintained. It would allow the boat ramp to be
24 maintained and approved. And it would, frankly, place
25 a legal and physical barrier between two parties who

1 could use it based on the evidence submitted to
2 Your Honor.

3 So Your Honor, I would respectfully
4 request that Your Honor deny the motions for a
5 directed verdict as to the County and as to the
6 Defendant and grant a directed verdict as to the
7 County in this case.

8 THE COURT: Thank you so much.

9 MR. KIDD: Thank you.

10 THE COURT: Mr. O'Kelley?

11 MR. O'KELLEY: Your Honor, in reply, I
12 just want to read one other thing. Mr. Finger and
13 I -- I think attended two different trials.

14 What the Court of Appeals has said is
15 clear, but this in no way places title to the road in
16 Adams through Howard. What you have here is an
17 unequitable land grab by someone who sat on that stand
18 under oath and admitted that he hurls racial epithets
19 at my clients and his family on a regular basis. So
20 he has the dirtier hands, Your Honor.

21 He's actually -- the only thing that
22 you also heard Mr. Adams testify was about the alleged
23 harassment. You didn't hear him testify in his case
24 in chief that he got this property other than through
25 the tax deed, which has a very limited number of acres

1 on it, which reflects the earlier Order from
2 Judge Kemmerlin. And I hate to beat a dead horse, but
3 it's the horse we're stuck with, Your Honor.

4 Mr. Finger said that this case was
5 brought frivolously. I, of course, disagree with
6 that. The Frivolous Proceeding Sanction Act has to
7 have no basis of law or fact for a case to have been
8 brought. And it's my understanding, and your
9 understanding too, Your Honor, and everyone's
10 understanding from Mr. Gardner's testimony, that until
11 very recently, he thought he owned this road. Period.
12 Full stop.

13 We amended the pleadings as Your Honor
14 allowed us to do to clean them up. Prior counsel, as
15 Mr. Kidd pointed out, changed the tack of this case
16 when they moved to reconsider before Judge Buckner.
17 That was denied; went up to the Court of Appeals.

18 The Court of Appeals agreed that there
19 were issues to be dealt with here, but one of the
20 issues we are not going to deal with is who owns the
21 road, Your Honor. And frankly, Mr. Adams can't say he
22 owns the road. All he can say is the "N" word from
23 the stand, Your Honor.

24 THE COURT: All right. So --

25 MR. FINGER: Your Honor, the only thing

1 I'd like to just -- based upon, I think, when we were
2 here two weeks ago, any request for attorney's fees
3 are held in abeyance based upon what your ultimate
4 ruling might be on the Frivolous Civil Proceedings
5 Act, and the statute which deals with when a county or
6 a government sues somebody -- there's a specific
7 statute deals with attorney's fees on that also. So
8 we will hold those in abeyance.

9 MR. O'KELLEY: And Your Honor, we also
10 asked for them as part of our DJ action as well --

11 THE COURT: Right. Correct.

12 MR. O'KELLEY: -- because the statute
13 says cost.

14 THE COURT: Right.

15 MR. O'KELLEY: And some courts say that
16 includes fees, some don't. So I just want to put that
17 on the record as well.

18 MR. FINGER: Yes. Thank you.

19 THE COURT: So yes, I'll hold all of
20 that in abeyance pending rulings on this -- or if not,
21 pending rulings on the case in chief, which is
22 probably more likely. But I'll let y'all know
23 something probably pretty quickly, within the next
24 couple of weeks I would hope -- I'll try to take a
25 look at it.

1 Mr. Kidd, you're good with that as
2 well?

3 MR. KIDD: Yes, Your Honor.

4 MR. FINGER: Thank you, Your Honor.

5 MR. O'KELLEY: Thank you, Judge.

6 THE COURT: All right. Anything else
7 then for today's -- for this record -- the final
8 record, other than the attorney's fees?

9 MR. FINGER: Nothing from the
10 defendant, Your Honor.

11 THE COURT: All right. That will
12 conclude the record, then. Thank you all so much.

13 (Whereupon, at 3:10 p.m., the
14 proceeding was concluded.)
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IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

CHARLES WILLIS GARDNER,
Plaintiff,

vs.

CIVIL ACTION NUMBER
2017-CP-07-02110

ORIGINAL

TAYLOR REUBEN ADAMS, and
BEAUFORT COUNTY,
Defendants.

-----/

The following motion to reconsider
hearing, taken in the above-entitled cause, was
taken before the Hon. Marvin H. Dukes, III
Beaufort County Master In Equity and before
Angela Meta, Certified Court Reporter and Notary
Public, at Beaufort County Courthouse 102 Ribaut
Road, 2nd Floor, Beaufort, South Carolina 29902,
on May 22, 2024 commencing at or about the hour
of 1:34 p.m.

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P. 658

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I N D E X

PAGE

1
2
3
4
5
6 OPENING REMARKS AND STIPULATIONS ----- 4
7
8
9
10
11
12
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20
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24 CERTIFICATE ----- 30
25 (NO EXHIBITS MARKED.)

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P. 660

1 THE COURT: Good afternoon. We're
2 here on 2017-CP-07-02110 this is
3 Gardner v. Adams in Beaufort County.
4 This matter was tried pursuant to an
5 order of reference, and an order dated
6 April 5, 2024, was entered; thereafter,
7 a motion to reconsider, filed April
8 11, 2024, was entered. And we are here
9 today to hear that motion to
10 reconsider. And I'm happy to hear from
11 you, sir.

12 MR. FINGER: Thank you. May I
13 please the Court. Your Honor, I'd like
14 to probably follow my motion to
15 reconsider pretty much point by point,
16 if the Court will indulge me that. The
17 first point is that the chain of title
18 to this disputed 30-foot road was not
19 established in the prior summary
20 judgment motion, which was taken up to
21 the Court of Appeals. In fact, it was
22 established before you. And I would
23 draw the Court's attention to exhibit
24 number 1, which is the date from Rufus
25 Taylor to John Howard for 1.9 acres.

1 Thereafter, exhibit 12, the deed
2 from John Taylor to Pearl Taylor,
3 again, 1.9 acres. This is the property
4 that includes the road. For some
5 reason, the treasurer's deed to Gabardi
6 Trust, and then Gabardi Trust
7 transferred it to Mr. Adams, has 1.05
8 acres. It is critical to note that
9 David Gasque, who was a surveyor, that
10 was called by Mr. Gardner in his
11 case-in-chief. Mr. Gasque said, "I've
12 studied the plats. I've studied the
13 deeds. The acreage is the last factor
14 that should be considered when you are
15 trying to figure out exactly what
16 property has been conveyed." And in
17 fact, Mr. Gasque said, "It was his
18 opinion that Mr. Adams owned the road."
19 That was Mr. Gardner's own witness who
20 said, "My client owned the road."

21 The second point I'd like to bring
22 up for the Court today is that at no
23 point during the trial did Beaufort
24 County show any documentary evidence,
25 any deeds, any plats, anything that

1 would show that they had title to this
2 property. You can't just mythically
3 own property. It has to be -- it has
4 to come from someplace in South
5 Carolina. It's got to, you know, it
6 came from the king a long, long time
7 ago. But there is no deed anywhere
8 that shows Beaufort County has any
9 legitimate claim to ownership this
10 property. And again, Mr. Gardner's own
11 expert witness, David Gasque, said,
12 "Mr. Gardner showed me his property
13 line, and that's where I drew it on the
14 plat that I did." And he said,
15 "Gardner does not own the road or the
16 ramp." Mr. Gasque also said something
17 very important. He said, "I talked to
18 a Deputy County Administrator who said,
19 the County does not own that road."
20 That clearly jives and this is point 4,
21 in my motion with the documents that we
22 presented relative to the County
23 saying, "We don't own it, we don't
24 maintain it."

25 Exhibit 20 was a letter from Mr. Klatt

1 (phonetic), who was in charge of right
2 of ways for the County, if I recall
3 this title, he said, "We don't own it,
4 and we've never maintained it." The
5 County list of boat ramps that my
6 client talked about said that this boat
7 ramp is not on the list of County owned
8 boat ramps. The County GIS that my
9 client testified about shows this road
10 is an unpaved, private road. Again,
11 these are all County documents. And
12 again, I already mentioned that Mr.
13 Gasque talked to the Deputy
14 Administrator, who said, "It was not a
15 County road."
16 Point number five in my motion, Your
17 Honor, your order says that my client
18 has to remove the drain field. This
19 drain field was approved by DHEC in its
20 current location. That was part of the
21 stipulation that we presented to the
22 Court relative to all the DHEC
23 documents. We saved a bunch of DHEC
24 documents from going with evidence but
25 we did an actual stipulation,

1 handwritten stipulation, that was
2 introduced to the Court. And there's
3 absolutely no testimony anywhere that
4 this drain field, in fact, blocks the
5 road in any type of way.
6 I believe that the Court has placed a
7 great deal of emphasis on the court of
8 Appeals order, and I'd like to deal
9 with that subject, if I could, for just
10 a second. And that of course, The
11 Court of Appeals opinion was introduced
12 during the course of the exhibit 43.
13 The Court of Appeals order, analyzed
14 thoroughly, makes the following points.
15 It first says that Mr. Gardner makes
16 three arguments in The Court of
17 Appeals. He says that Adams failed to
18 show he was the successor in interest
19 to John Howard. (B), he says the 1990
20 quiet title action of Judge Kemmerlin
21 did not confer title in Adams, and (C),
22 and perhaps just as important as
23 anything else, they say, "Questions of
24 fact exist." Therefore, summary
25 judgment should not have been granted

1 to Mr. Adams. Of crucial import in
2 this Court of Appeals order is on page
3 6, starts on page 6. Page 6, page 7,
4 and page 9. Page 6, the Court says,
5 "The Circuit Court order is, quote,
6 unsupported by the record", which just
7 means that during the summary judgment
8 hearing, which was primarily designed
9 to show that Mr. Gardner did not own
10 the property, and therefore did not
11 have the right to sue my client for
12 trespass, which is what he did. That's
13 what that summary judgment motion was
14 designed to do, it says that the part
15 of the order awarding the road to my
16 client was on support by the record.
17 They then go on to say on page 7, the
18 question of ownership to the road and
19 ramp would remain due to the party's
20 conflicting interpretations of the
21 language in the 1999 decree. That's
22 again talking about Judge Kemmerlin's
23 supporter. So again, The Court of
24 Appeal says, "Unsupported by the
25 record, they vacate it, send it back so

1 we could supplement the record", which
2 is what we did. And then last, The
3 Court of Appeals on page 9 says,
4 "Again, the record does not support,
5 and therefore we vacate the findings."
6 It says, "It does a factual dispute
7 persists as to the rope and the boat
8 ramp." The record is now complete. We
9 have given you the chain of title back
10 from Mr. Howard 1.9 acres Howard to
11 Pearl Howard 1.9, and then Gabardi, the
12 deed into Gabardi, and deed out from
13 Gabardi. So had the true fight in the
14 summary judgment motion been about not
15 about trespass, but about ownership of
16 the road, the record would have been
17 complete at that point in time. At
18 trial, really for the first time, Mr.
19 Gardner finally admitted he didn't own
20 the road. We were fighting about his
21 claim to trespass, and my client was
22 trespassing on his property since day
23 one. He finally conceded he didn't own
24 it, despite the fact, you will recall
25 the testimony of Your Honor, that he

1 made other third parties ask him to use
2 it when they wanted to use the boat
3 ramp. And that was Mr. Williamson and
4 Mr. Aikens and Atkins, and one other
5 person said we always had to ask Mr.
6 Gardner if we wanted to use the road or
7 the ramp. But he finally conceded he
8 didn't do it. Lastly, Your Honor, I'd
9 like to focus, just if I could, for a
10 few minutes, on the counterclaims that
11 my client had filed. The evidence of
12 Mr. Gardner's violation of the various
13 restraining orders is uncontradicted.
14 In fact, Mr. Gardner was put in jail by
15 Judge Corley for violating the
16 restraining orders. He was given an
17 opportunity, Mr. Gardner was, he was
18 given an opportunity to deny the
19 testimony from my client and his wife.
20 He was given the opportunity to refute
21 the photographs that we gave and the
22 videos that we brought in, and he chose
23 not to present any reply testimony. So
24 that testimony about the persistent
25 daily harassment that Mr. Gardner has

1 leveled at my client is uncontradicted.
2 And I believe that the court order did
3 not address that. In the order that
4 we're here on reconsideration, Mr.
5 Gardner did not appeal his magistrate's
6 conviction or his magistrate's finding
7 of contempt in the seven days that he
8 was ordered to put in jail. Clearly,
9 the photographs that we introduced
10 showed the persistent, I mean, you
11 cannot be any more harassing than
12 having people moon you and your wife
13 from adjacent property. And you will
14 recall that whole series of
15 photographs. There was no reason given
16 by the Court in your final order as to
17 why a permanent injunction should not
18 have been issued, or why my client
19 should have had some damages awarded to
20 him from that conduct. Your order does
21 not deal with the frivolous civil
22 procedure sanction cause of action that
23 we asserted relative to the trespass
24 claim, which Mr. Gardner finally
25 admitted that he didn't own the

1 property and he could not assert a
2 trespass claim. I would, to the extent
3 that I have not touched upon any of the
4 twelve points in my motion, I would
5 simply let the record speak for itself
6 on the filing of that motion. I'll be
7 happy to answer any questions that the
8 Court has. But I believe that the
9 order misinterprets the finding of The
10 Court of Appeals. It was the matter of
11 the ownership was vacated and remanded
12 back to you. The record is complete.
13 There are no documents that show the
14 County has any claim to this road other
15 than some ambiguities in Judge
16 Kemmerlin's 1990 order, which at one
17 point he refers to it as "An unpaved
18 county road." And then, in the order
19 itself, in the it is so ordered portion
20 of the 1990 decree, he just talks about
21 not being a County Road, but just an
22 unpaved road. And that quiet title
23 action, which was a consent order, by
24 the way, and Mr. Gardner was
25 represented in that matter, as was Mr.

1 Howard, they were litigants in that
2 quiet title action back in 1990. And
3 the court of appeals order, when it's
4 read and analyzed carefully, just
5 simply says that the record did not
6 support the lower court order
7 indicating my client owned the
8 property. We have supplemented the
9 record. We have shown that the change
10 title clearly shows my client owns it.
11 And as important as anything else, the
12 expert witness called by Mr. Gardner
13 himself said that Mr. Adams owns it.
14 Thank you, Your Honor. I'd be happy to
15 answer any questions that you might
16 have.

17 THE COURT: Thank you. No
18 questions right now. Thank you very
19 much.

20 MR. HAMLIN: Your Honor, Hamlin
21 O'Kelley, for the Plaintiff, Charles
22 Gardner. Even though the County is
23 really the winner in this case, Mr.
24 Achurch, I have agreed that I'll go
25 first. You can't claim to own that

1 which you do not own, Your Honor, all
2 that Mr. Adams received was 1.05 acres
3 from the Trustee of the Gabardi Trust,
4 which the trustee for that trust got
5 via tax sale. You will remember the
6 testimony of Ms. Days (phonetic), who
7 said that at one point, this property
8 did contain 1.9 acres, but that after
9 Judge Kimmerlin's 1990 order, the
10 County went back and realized that
11 property does not belong, didn't belong
12 to the heirs of Mr. Howard. And, Your
13 Honor, this case, I mean, Mr. Finger's
14 been reading the English language his
15 whole life, speaking his whole life.
16 And what the folks in Columbia said
17 could not be clearer, and I'm quoting
18 from the opinion of The Court of
19 Appeals, and this is the, quote, a
20 reasonable interpretation of the master
21 in equities 1990 order, is that the
22 quote unquote, unpaved county road,
23 unpaved Beaufort County Road, and quote
24 unquote, 30 foot dirt road are all the
25 same road. And here's the key, and

1 Your Honor relied on this, which I
2 don't think anyone had a choice,
3 because it's been the law of the case
4 since this opinion came out in April of
5 2022. Neither Leroy Gardner Sr., nor
6 John Howard owned the road. Thus,
7 neither Charles Gardner nor Adams,
8 through his position in the Howard
9 property chain of title, owns it now.
10 And that should be the end of my
11 argument. But there are other items I
12 want to address. The record does not
13 support the Circuit Courts finding the
14 Howard property included the road or
15 boat ramp, and we vacate these
16 findings. But the law of the case is
17 that Mr. Adams does not own this road.
18 It doesn't matter what Mr. Gasque's
19 opinion is. What Your Honor ruled is
20 what's key here. Beaufort County's
21 employee, Ms. Days, was on the stand
22 for quite some time. You'll remember
23 we had to come back because she had
24 COVID, and there were scheduling
25 issues. But once she got on the stand,

1 she said, "Oh, no, the county has
2 recognized this order since 1990", and
3 that order included my client's
4 predecessor and interest and Mr. Adams
5 predecessor and interest. One thing I
6 want to bring to the Court's attention
7 is Your Honor issued an order on
8 December 10 of 2018, and in that order,
9 you stated the matter came before you
10 on November 14, 2018, on plaintiff's
11 motion to stay filed October 3, 2018,
12 "I deny the motion, but impose upon
13 each Adams the following restraints,
14 pending further order of Court,
15 defendant may not erect any permanent
16 structure on the road, nor otherwise
17 render the road permanently unusable."
18 So that was back in 2018. What you
19 heard at trial is that he put in a
20 drainage field and put up a fence after
21 Your Honor, issued this order in clear
22 violation of what Your Honor set forth
23 and filed in December of that year. So
24 the drainage field needs to come up,
25 it's improper. The fence needs to come

1 down, it's improper. Your Honor heard
2 testimony that emergency vehicles are
3 not able to get to my client's
4 property. Mr. Gardner is an older
5 gentleman. He suffers from heart
6 trouble, and an ambulance would have a
7 heck of a time trying to get to him.
8 Your Honor also ruled that both parties
9 were, as I remember the phrase, "in
10 pari delicto", both people, both
11 parties, had violated the restraining
12 order. And so you found that was not
13 given to violations that would cause
14 one party to have a judgment against
15 another. You'll remember the testimony
16 from my client, and from Mr. Adams
17 himself, about my client being the
18 victim of Mr. Adams hollering the "N
19 word" at him, yelling at him, taking
20 videotapes of him. In fact, Mr. Adams
21 seemed to relish using the full word as
22 he sat right there on the stand before
23 Your Honor. One thing that Mr. Fingers
24 claimed is that Your Honor didn't make
25 a ruling about certain things. But if

1 you look at paragraph 8 of your order,
2 what you said is that the remaining
3 claims are dismissed. And I don't know
4 what a clearer ruling could be.
5 Frankly, we think Your Honor's order is
6 well written and covers everything in
7 the case, and we would ask you to hold
8 it as written.

9 THE COURT: Thank you so much.
10 Happy to hear from you, Mr. Achurch.

11 MR. ACHURCH: Thanks, Your Honor.
12 I'm Robert Achurch here for Beaufort
13 County. I agree with the arguments
14 made by Mr. O'Kelley, but also, Your
15 Honor, about the arguments that the
16 County made in their response to the
17 plaintiff's motion to reconsider.
18 Going through there, the first thing is
19 that Mr. Adams doesn't own the
20 property. He has no claim to the
21 property. He didn't get to title to
22 it. His predecessor didn't get title
23 to it. And that was -- as indicated
24 earlier in the opening argument.

25 There's no evidence that Mr. Adams ever

1 got any claim to the property. On
2 count number 3 of the plaintiff's --
3 I'm sorry, Defendant Adams motion that
4 the expert witness testified about his
5 or her opinion as ownership, I don't
6 believe that was what the testimony
7 was. However, the Court is free to
8 discard any expert testimony, and I
9 would argue that The Court of Appeals
10 has a better handle on interpreting
11 legal documents than the surveyor does.
12 Five, the County made no request that
13 Adams had to move his approved drain
14 field or fence. That fence, Your
15 Honor, I think Mr. O'Kelley touched on
16 this earlier, the drain field. The
17 drain field for sure, Your Honor,
18 issued an order filed on December 10,
19 2018, stating that Mr. Adams may not
20 erect any permanent structure on the
21 road. I have a copy Your Honor of the
22 order. I'm sorry. The permit that Mr.
23 Adams received from DHEC.

24 MR. FINGER: It would be
25 inappropriate for the Court to receive

1 new evidence at a motion to reconsider.

2 THE COURT: I agree. Sustained.

3 MR. ACHURCH: I thought there was
4 a stipulation, Your Honor, about the
5 permit and the construction.

6 THE COURT: Well, I mean, I think
7 that's --

8 MR. FINGER: The question is it in
9 evidence.

10 THE COURT: -- yeah, it's -- it's
11 the documents themselves, I think, are
12 exhibits, right?

13 MR. ACHURCH: I think they are,
14 Your Honor, the only point I'm making
15 is, and I thought there was a
16 stipulation about a permit. My only
17 point, I don't need to put this into
18 evidence, and I'm not asking to put
19 into evidence, but the permit was only
20 issued in April of 2019. So Mr. Adams
21 could not possibly constructed that
22 septic tank in the road before Your
23 Honor issued a restraining order that
24 said, "He could not place anything in
25 the road." And again, this is a Court

1 of Equity. Equity gets what equity
2 does, and a person can't go out and
3 violate a restraining order, build
4 something in a property that he doesn't
5 own, and then claim that it's a burden
6 to remove that thing that he built in
7 violation of the restraining order.
8 And there may also be testimony about
9 when that thing got built at the trial,
10 Your Honor. The Court of Appeals, as
11 Mr. O'Kelley, he went through that.
12 The Court of Appeals said that, "It
13 appears that this road is owned by
14 Beaufort County." And even if it
15 wasn't owned by Beaufort County, it's
16 not owned by Mr. Adams, we know that.
17 With regard to not finding for on the
18 other cause of action, Your Honor
19 addressed the cause of action in your
20 order. Your Honor references all the
21 claims made by Mr. Adams that says,
22 finally, Mr. Adams claim the plaintiff
23 suit violated the Civil Procedures
24 Sanctions Act and requested attorneys
25 fees and costs. So you cited that in

1 your order, Your Honor, and then
2 dismissed all the other claims other
3 than those that were particularly
4 addressed and relief given. Again, I
5 think there was evidence that both
6 sides could have been nicer to each
7 other. And I think the Court was
8 appropriate in finding that fairness
9 would require that neither party
10 benefit from that. Again, on number
11 10, well, 9, we've just addressed. On
12 10, it's sort of the same thing,
13 there's no request for a drain field to
14 be removed. Well, it was placed on
15 property that wasn't owned by the
16 plaintiff. And the drain field was
17 built in violation of the restraining
18 order. And again, the counterclaims
19 were ruled on by dismissal. Thank you,
20 Your Honor.

21 THE COURT: Thank you so much.
22 Any final thoughts, sir?

23 MR. FINGER: Quickly, Your Honor.
24 I quote from The Court of Appeal
25 decision on page 6, "We agreed that the

1 Circuit Court order is unsupported by
2 the record." Again, The Court of
3 Appeal says, "There wasn't enough in
4 the record to establish ownership of
5 Mr. Adams, we vacate that award, and we
6 send it back." On page 7, they say,
7 "The questions of ownership and access
8 to the boat ramp road would remain due
9 to the party's conflicting
10 interpretations of the language in the
11 1990 decree on page 7." Again, in any
12 event, both Adam's interpretation of
13 the 1990 decree and the conflicting
14 plats in the record demonstrate that a
15 factual dispute persists as to the road
16 and boat ramp." That is why the Court
17 said the summary judgment is vacated
18 because there are factual issues based
19 upon the record." The last part before
20 their conclusion, "As the record does
21 not support the Circuit Court's
22 findings, we vacate those findings",
23 and they send it back to you. That
24 record is now fully established that in
25 the deed, exhibit number 1, the deed

1 into John Howard, there was 1.9 acres.
2 The deed from John Howard to his wife,
3 Pearl Howard, was 1.9 acres. That is
4 the property that taxes were not paid
5 on. And the tax department, the
6 assessor's office, I'm sorry, the
7 treasurer, issued a deed for only 1.5
8 -- 05 acres. I don't know why.
9 Because the County somehow felt they
10 could magically change it from 1.9 to
11 1.05 based upon Judge Kemmerlin order,
12 and that can't happen. What you have
13 not heard today, Judge, is you have not
14 heard anything today, or during the
15 three days of trial that would
16 establish the County has any claim to
17 this property through any valid deed,
18 any valid condemnation, or any other
19 overt effort by the county to maintain
20 owners or have ownership of this
21 property. You can't just conjure up
22 ownership because there's a distinction
23 between 1.9 acres and 1.05 acres.
24 Again, back to Mr. Gasque , and I hate
25 to keep banging the same drum, but he

1 was their witness and their expert
2 witness, so qualified said, "This
3 property is Mr. Adams." And for the
4 plaintiff, and for the County to
5 somehow say you can just ignore that
6 does not make sense in light of the
7 record that was made before you during
8 the trial. I appreciate you letting me
9 go on a little more than I probably
10 needed to. I don't think the order
11 addresses other than mentions in
12 passing, the frivolous Civil Procedure
13 Sanction Act. If Mr. Gardner had not
14 sued my client for trespass initially,
15 and we hadn't had a trespass claim for
16 four or five years before he abandoned
17 it at trial, this whole matter would
18 have been cut down officially. And for
19 Mr. Gardner's witness, Mr. Gasquet, to
20 say he showed me where the line was,
21 and it did not include the road. And
22 for Mr. Gardner and his prior lawyers,
23 not this lawyer, but his prior lawyers,
24 to take a position that my client was
25 trespassing on property that Gardner

1 finally acknowledged he didn't own is a
2 violation of the South Carolina
3 Frivolous Procedure Sanction Act in my
4 mind. And I think that your order just
5 needs to deal with that. And again, I
6 won't go back through all the
7 harassment. But you remember how bad
8 it was, the pictures and the videos,
9 and there was no reply testimony at
10 all. You recall the testimony of Mr.
11 Adams's wife, saying that he was out of
12 town, I think, in Florida, and Mr.
13 Gardner gave her the "I'm cutting you
14 across the throat" signal several
15 times. Again, that was not responded
16 to by Mr. Gardner. He didn't get up
17 and deny it. That is uncontroverted
18 evidence before you, as well as the
19 finding in the Magistrate Court, which
20 was not appealed, that Mr. Gardner
21 violated his order in a number of ways
22 in such a degree that he went to jail.
23 Thank you, Your Honor.

24 THE COURT: Thank you so much.

25 All right --

1 MR. O'KELLEY: Your Honor, if I
2 may just give this to the Court a
3 little more.

4 THE COURT: -- go ahead.

5 MR. O'KELLEY: Again, we have an
6 order from Judge Kemmerlin. In 1990,
7 my client's predecessor and interest,
8 his predecessor and interest. That's
9 how the acreage was reduced from 1.9 to
10 1.05. Because that's what happens in
11 quiet title orders. We're not sure who
12 owns what. Judge Kemmerlin looked at
13 it. Judge Kemmerlin decided this is an
14 unpaved county road, an unpaved
15 Beaufort County road, an unpaved dirt
16 road. But neither Mr. Gardner's
17 predecessor nor Mr. Adam's predecessor
18 owns it, and that's what The Court of
19 Appeals said. They neither own it now,
20 we reverse and remain for further
21 proceedings consistent with this
22 opinion. And the opinion was, he
23 doesn't own it.

24 MR. ACHURCH: Your Honor, if I
25 could just say on the county's map,

1 outside of The Court of Appeal's order,
2 Judge Kimberly's order clearly states
3 the predecessor, in time, doesn't own
4 that piece of rope.

5 THE COURT: And I believe you'll
6 correct me if I'm wrong, but both
7 parties predecessors and interests were
8 represented during that action?

9 MR. O'KELLEY: Correct, Your
10 Honor.

11 THE COURT: All right, well, let
12 me look it over and give it some
13 thought. And I will try to get you all
14 something in the next ten days, two
15 weeks, something like that.

16 THE COURT: Thank you so much.

17 (Whereupon, the hearing
18 was concluded at
19 approximately 1:57 p.m.)

20
21
22
23
24
25

C E R T I F I C A T E

STATE OF SOUTH CAROLINA:

BEAUFORT COUNTY:

I, Angela Meta, Court Reporter and Notary Public in and for the above county and state, do hereby certify that the foregoing testimony was taken before me at the time and place herein-before set forth; that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, that thereupon the foregoing testimony was later reduced by computer transcription; and I certify that this is a true and correct transcript of my stenographic notes so taken.

I further certify that I am not of counsel to either party, nor interested in the event of this cause.



Angela Meta

Court Reporter

Notary Public

Beaufort, South Carolina

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P. 887

Ex 1

STATE OF MISSISSIPPI
County of Harrison
370

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Willie Taylor,

in the State aforesaid, for and in consideration of the sum of Five hundred & no/100 DOLLARS,
to him in hand paid at and before the sealing of these presents by John H. H. H.

in the State aforesaid, the receipt whereof is hereby
acknowledged, have granted, bargained, sold, aliened, released, and by these Presents do grant, bargain, sell and release
unto the said John H. H. H.

that 1.8 acres of Nassau Island, St. Johns Township, Bonnet's Bluff Co., La.,
bounded to the north and west by my land, east by the public road or south
by creek land between Nassau Island and St. Johns, The north side of the lot
of land runs at right angles to the road and measures 300 ft. The east line,
along the road measures 150 ft. from X to Y. The south side bears a westerly
870°W for about 210 ft. to a concrete block which is 477 ft. south from
another concrete block marking the SE corner of this land.

This is the SE portion of that land conveyed to me by Willie Taylor in
book of deeds 55 on page 697, as formerly belonging to Willie Taylor

[REDACTED]

[REDACTED]

370
I, _____ do hereby certify that _____
has been and is now a member of the _____
and is entitled to the same rights and privileges as the other members of the _____

Witness my hand and seal this _____ day of _____
in the year of our Lord one thousand nine hundred and _____

_____ Notary Public for the State of _____
in the year of our Lord one thousand nine hundred and _____

_____ year of the Sovereignty and Independence of the United States of America.

WITNESSED, SEALED AND DELIVERED
IN THE PRESENCE OF

James Taylor (L. 8.)
Rufus Taylor (L. 9.)
Witness - William J. Ligon



THE STATE OF Georgia
COUNTY OF Chatham

PERSONALLY appeared before me James Taylor and Rufus Taylor
and made oath that They are the within named
_____ and that he with William J. Ligon
witnessed the execution thereof.

SWORN to before me, this 24 day of July, A. D. 1960
Oliver Hyman Williams (Notary)
Notary Public for the State of Georgia

THE STATE OF SOUTH CAROLINA
COUNTY OF _____
I, Oliver Hyman Williams, a Notary Public for South Carolina

do hereby certify that _____
the wife of the within named _____
did this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, fraud or fear of any person or persons whatsoever, recognize, co-
lize and forever relinquish unto the within named _____

Before and against all her heirs and assigns, and also all her right and claim of descent, of, in or to all and singular
the premises within mentioned and related.

Given under my Hand and Seal, this 24 day of July, A. D. 1960
Oliver Hyman Williams (Notary)
Notary Public for the State of Georgia
Witness James Taylor
Witness Rufus Taylor

Filed _____ day
of _____ A. D. 1960
at _____
and recorded in Book _____
Page _____
of _____
G. C. F. & C. E.

SECTION 10 - 18, 19
 TOWNSHIP 15 NORTH
 RANGE 10 WEST
 ST. HELENA TOWNSHIP
 NEWPORT COUNTY
 SOUTH CAROLINA

SURVEY FOR
ARDEL GARDNER
 PROPERTY OF DAN TAYLOR
 AS SHOWN TO ME BY LARRY & ARDEL GARDNER

SECTION 10 - 18, 19
 TOWNSHIP 15 NORTH
 RANGE 10 WEST
 ST. HELENA TOWNSHIP
 NEWPORT COUNTY
 SOUTH CAROLINA

S. CAROLINA
 DEPARTMENT OF LANDS AND WATER
 LAND SURVEY
 1950

D.C. Gardner
 LAND SURVEYOR
 1950

P. 690

AND IT IS AGREED that Tenant will, upon execution of the within Lease, pay two (2) month rent which will be applied to the first and last months of the within Lease.

AND IT IS AGREED, that unless thirty (30) days notice in writing, prior to the expiration of the period herein, shall be given by TENANT to LANDLORD of Tenant's intention to vacate the premises, it is hereby agreed that this Lease, at Tenant's option, shall be considered extended and binding from month to month, this option to expire and the entire within Lease to terminate not later than December 31, 1984.

AND IT IS AGREED that Tenant will leave the premises in a clean and orderly condition, normal wear and tear excepted.

AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written. SIGNED AND SEALED IN PRESENCE OF

[Signature]

ARDELL GARDNER *Ardeell Gardner* (L. S.)

ALCOA SOUTH CAROLINA, INC. (L. S.)

By: *William F. Cochrane*
WILLIAM F. COCHRANE,

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF BEAUFORT

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the Landlord sign, seal and deliver the foregoing Lease, and that (s)he with the other witness whose name appears as a witness, witnessed the execution thereof.

SWORN to before me this 5th
day of April, 1983
[Signature]
Notary Public for South Carolina
My Commission Expires: 7-1-83

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
5:00	S. C.	BOOK
O'CLOCK	MAY 28 1983	PAGE
29		
Clerk of Court of Common Pleas		

Legible in advance on

Rent \$ Per Month

To

From

Premises

AND

Standard Form Lease

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF BEAUFORT

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the Tenant, sign, seal and deliver the foregoing Lease and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

SWORN to before me this 6th
day of April, 1983
[Signature]
Notary Public for South Carolina
My Commission Expires: 7-1-83

BBT 9961.0001

P. 682ner 692

STATE OF SOUTH CAROLINA,

THIS AGREEMENT, Made this 1st day of March, 1933
between ARDELL GARDNER
hereinafter styled the Landlord, and ALCOA SOUTH CAROLINA, INC.,
hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord, without artificial heat, light or water the following real property, to-wit:
ALL that certain piece, parcel or lot of land, situate, lying and being on Warsaw Island,
St. Helena Township, County of Beaufort, State of South Carolina being designated on the
attached plat as "Proposed Storage Yard and Staging Area for Construction Equipment for
Use on Datha Island." A copy of said plat is ~~XXXXXXXXXXXXXXXXXXXX~~ incorporated herein by
 reference, said plat being recorded in Plat Book 31 at Page 112 in the Office of the Clerk
 of Court for Beaufort County, South Carolina;
 to be used as a storage/staging area

TO HAVE AND TO HOLD the premises above described for the term of Sixteen (16) Months
 said term to commence on the 1st (first) day of March 19 83
 and to end on the 30th (thirtieth) day of June 19 84, at a rental of
FOUR HUNDRED FIFTY AND NO/100 (\$450.00) DOLLARS per month with

said rent to be paid in advance on the 1st (first) day of each and every month during the life of this lease by the Tenant to the Landlord at Box 137 Rt 1 Fargmore S.C. 2992d
State aforesaid, or to the duly authorized Agent of the Landlord.

[illegible]

AND IT IS AGREED, that neither the said premises or any part thereof shall be assigned, let or underlet; or used or permitted to be used for any purpose other than the above mentioned.

AND IT IS AGREED, That the Tenant shall on demand reimburse the Landlord for all breakage of glass and all other injuries done during the Tenant's tenancy to the said premises, or to any fixture or appurtenances, excepting such as are produced by accidental fire or natural decay; XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
and all alterations, additions and improvements made upon the said premises shall be the property of the Landlord; XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
all fixed and/or loading docks and/or ramps shall be the property of the landlord

AND IT IS AGREED, if default be made in the payment of rent at the time above specified, or if default shall be made in the performance of any of the provisions or agreements herein set forth, or if the Tenant shall become insolvent or vacate the said premises; that then the entire amount of rent that would accrue for the unexpired term shall at once become due and payable to the Landlord; and it shall be lawful for the Landlord to terminate this Lease, and re-enter and forthwith repossess all and singular the said premises without hindrance or prejudice to his right to distrain for all rent that may be due; but the collection by the Landlord of rent for the unexpired term shall entitle the Tenant to all the Tenant's rights under this agreement during the period for which the rent may have been collected.

AND IT IS AGREED, That the Landlord shall have the right at the Landlord's pleasure at reasonable hours, to enter said premises either in person or by the Landlord's Agents, and also that the Tenant will be liable for any damage suffered during the leased term, or to any person or property while on said premises, and also that the destruction of the said premises by fire shall terminate this Agreement.

AND IT IS AGREED that Tenant will, upon execution of the within Lease, pay two (2) month rent which will be applied to the first and last months of the within Lease.

AND IT IS AGREED, that unless thirty (30) days notice in writing, prior to the expiration of the period herein, shall be given by TENANT to LANDLORD of Tenant's intention to vacate the premises, it is hereby agreed that this Lease, at Tenant's option, shall be considered extended and binding from month to month, this option to expire and the entire within Lease to terminate not later than December 31, 1984.

AND IT IS AGREED that Tenant will leave the premises in a clean and orderly condition, normal wear and tear excepted.

AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.
SIGNED AND SEALED IN PRESENCE OF

[Signature]

ARDELL GARDNER *Ardeell Gardner* (L. S.)

ALCOA SOUTH CAROLINA, INC. (L. S.)

By: *[Signature]*
WILLIAM F. COCHRANE,

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF BEAUFORT

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the Landlord sign, seal and deliver the foregoing Lease, and that (s)he with the other witness whose name appears as a witness, witnessed the execution thereof.

SWORN to before me this 5th
day of May, 1983

[Signature]
Notary Public for South Carolina
My Commission Expires: 5/1/84

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
5:02	S. C.	BOOK
OCT 10 1983	MAY 26 1983	PAGE
29		
CLERK OF COURT OF COMMON PLEAS		

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF BEAUFORT

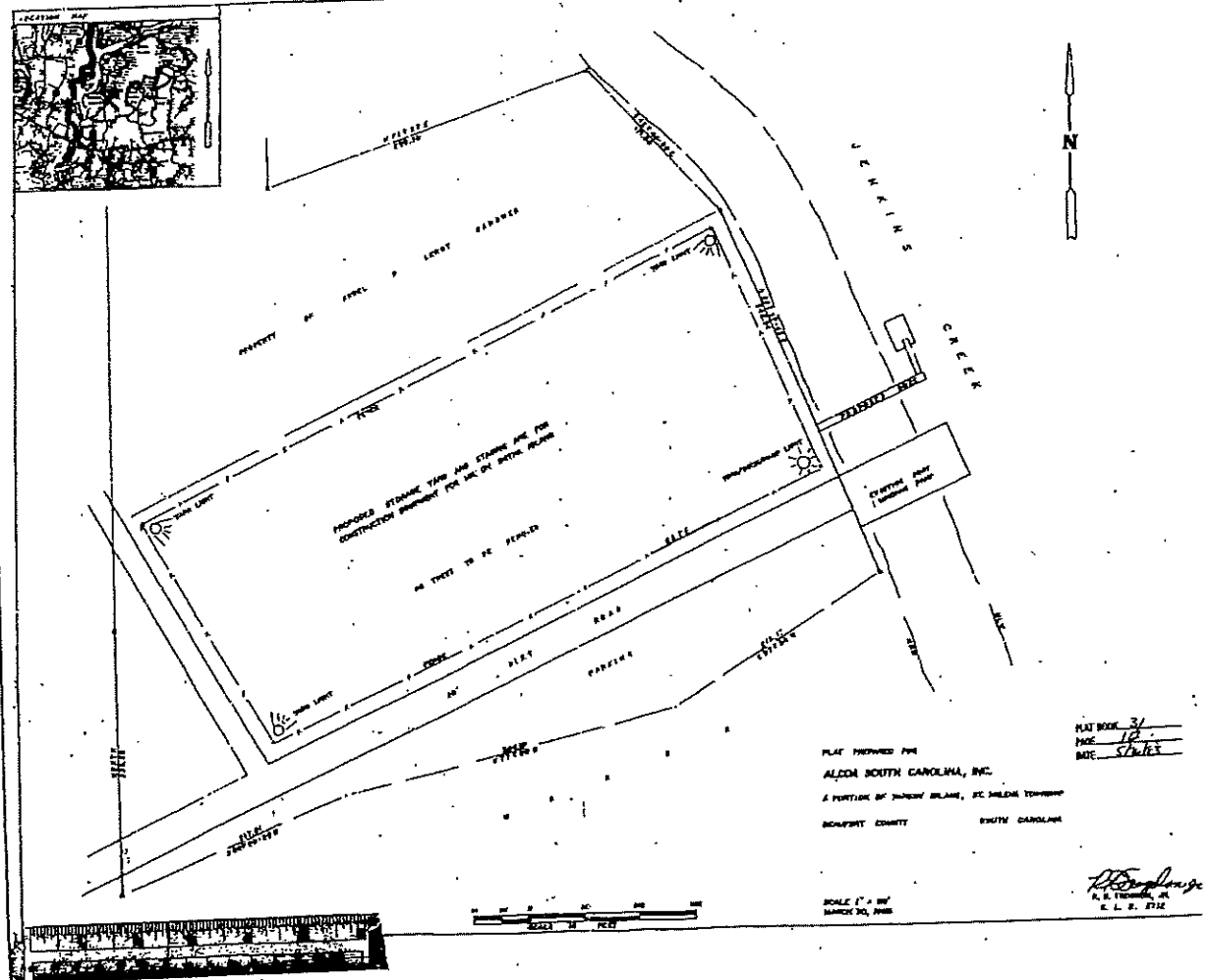
PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the Tenant, sign, seal and deliver the foregoing Lease and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

SWORN to before me this 6th
day of May, 1983

[Signature]
Notary Public for South Carolina
My Commission Expires: 5/1/84

BBT 9961.0001

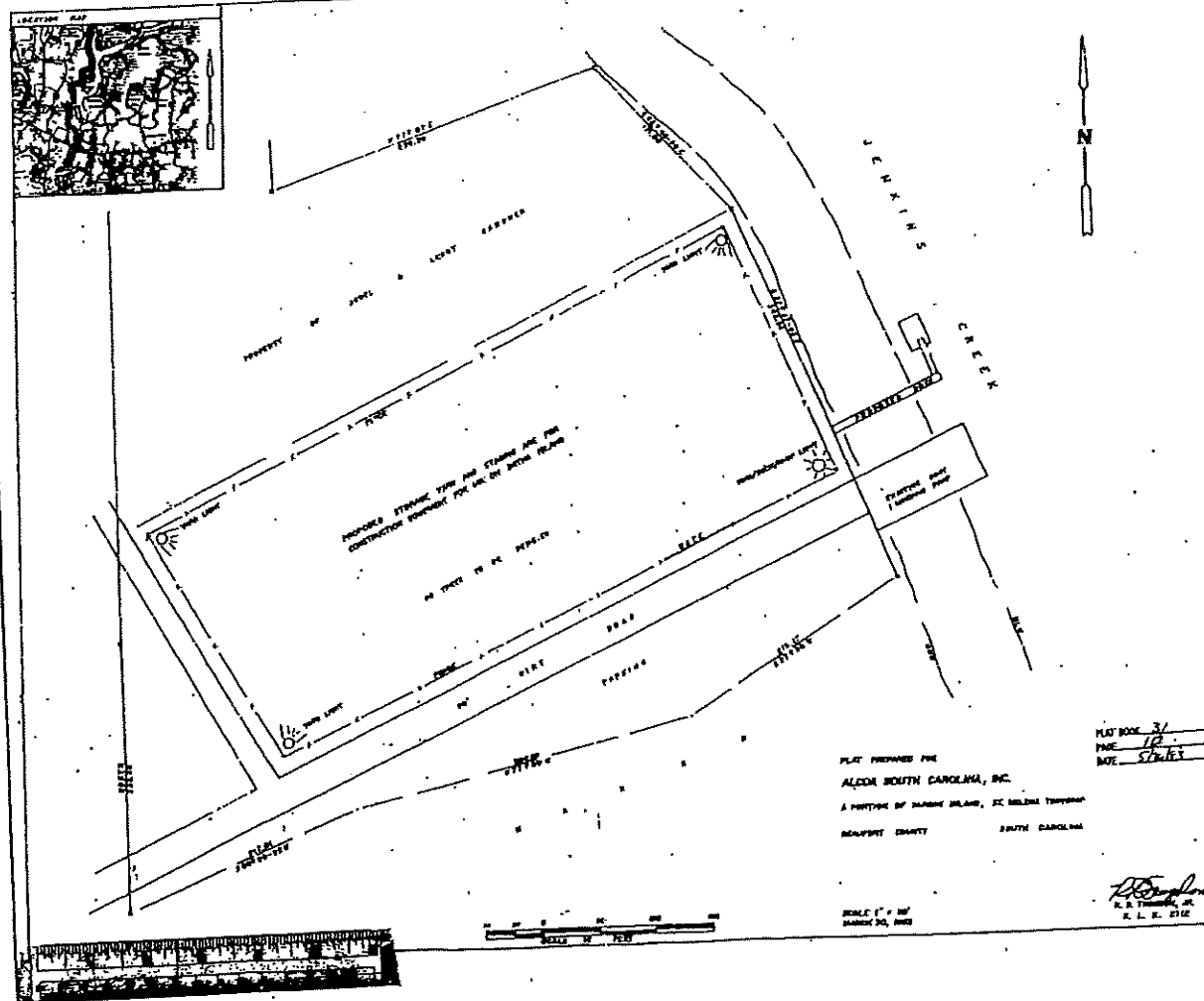
P. 694dner 694



BBT 9961.0001

P. 685
Gardner

695



#4
no obj

March 14, 1983

U.S. Army
Corps of Engineers
P.O. Box 919
Charleston, S.C. 29402

Re: Warsaw Island Permit
Datha Island Permit

Gentlemen:

Attached please find two (2) permit applications. One is for a temporary dock and barge loading facility on Warsaw Island, Beaufort County, S.C. The second application is for a temporary dock and barge landing facility on Datha Island, Beaufort County, S.C.

The two facilities will be used for the transport of personnel and equipment to Datha Island while a bridge and causeways are under construction.

Your review of these permit applications is appreciated.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

Danny E. Stanley

DES/pt

enclosures

cc: South Carolina Coastal Council, Mr. Duncan Newkirk
Beaufort County Administrator, Mr. C.C. Haigh, Jr.

BBT 9961.0001

Gardner

P. 6989 698

APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT
For use of this form, see EP 1145-2-1.

The Department of the Army permit program is authorized by Section 10 of the River and Harbor Act of 1899, Section 404 of P. L. 92-500 and Section 103 of P. L. 92-532. These laws require permits authorizing structures and work in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Information provided in ENG Form 4345 will be used in evaluating the application for a permit. Information in the application is made a matter of public record through issuance of a public notice. Disclosure of the information requested is voluntary; however, the data requested are necessary in order to communicate with the applicant and to evaluate the permit application. If necessary information is not provided, the permit application cannot be processed nor can a permit be issued.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and checklist) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

1. Application number (To be assigned by Corps)		2. Date 11 March 1983 Day Mo. Yr.		3. For Corps use only.	
4. Name and address of applicant. Alcoa South Carolina, Inc. Datha Island, Jonathan's Landing Jupiter, Florida 33548 Telephone no. during business hours A/C (305) 746-2645 A/C ()		5. Name, address and title of authorized agent. Thomas & Hutton Engineering Co. 3 Oglethorpe Professional Blvd. Box 14609 Savannah, Ga. 31416 c/o Danny Stanley Telephone no. during business hours A/C 012) 355-5300 A/C ()			
6. Describe in detail the proposed activity, its purpose and intended use (private, public, commercial or other) including description of the type of structures, if any to be erected on fills, or pile or float-supported platforms, the type, composition and quantity of materials to be discharged or dumped and means of conveyance, and the source of discharge or fill material. If additional space is needed, use Block 14. Construction of a temporary barge loading ramp, timber fixed pier, and floating dock on Jenkins Creek for the transport of personnel and equipment to Datha Island while a permanent bridge and causeways are being installed. Project Site to be returned to original condition when causeway and bridge construction are complete.					
7. Names, addresses and telephone numbers of adjoining property owners, lessees, etc., whose property also adjoins the waterway. 1. State of South Carolina A. S.C. Coastal Council Summerall Center, 19 Hagood St. Suite 802 Charleston, S.C. 29403 (803) 792-5808 2. Ardel Gardner Warsaw Island, Beaufort, S.C. 29902 (803) 838-2372 B. Beaufort County Administrator P.O. Box 4729 Burton, S.C. 29902 (803) 846-2186					
8. Location where proposed activity exists or will occur. Address: Beaufort County Boat Landing Street, road or other descriptive location Warsaw Island In or near city or town Beaufort, SC 29902 County State Zip Code Tax Assessors Description: (If known) Map No. Subdiv. No. Lot No. Sec. Twp. Rge.					
9. Name of waterway at location of the activity. Jenkins Creek BBT 9961.0001 Gardner					

10. Date activity is proposed to commence. 10 days after permit issued

Date activity is expected to be completed 360 days after commencing

11. Is any portion of the activity for which authorization is sought now complete? ☐ YES ☒ NO
If answer is "Yes" give reasons in the remark section. Month and year the activity was completed _____
_____ . Indicate the existing work on the drawings.

12. List all approvals or certifications required by other federal, interstate, state or local agencies for any structures, construction, discharges, deposits or other activities described in this application.

<u>Issuing Agency</u>	<u>Type Approval</u>	<u>Identification No.</u>	<u>Date of Application</u>	<u>Date of Approval</u>
Coastal Council	Permit	Pending	March 11, 1983	Pending
Beaufort County	Permit	Pending	March 11, 1983	Pending

13. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein?

☐ Yes ☒ No (If "Yes" explain in remarks)

14. Remarks or additional information.

15. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.

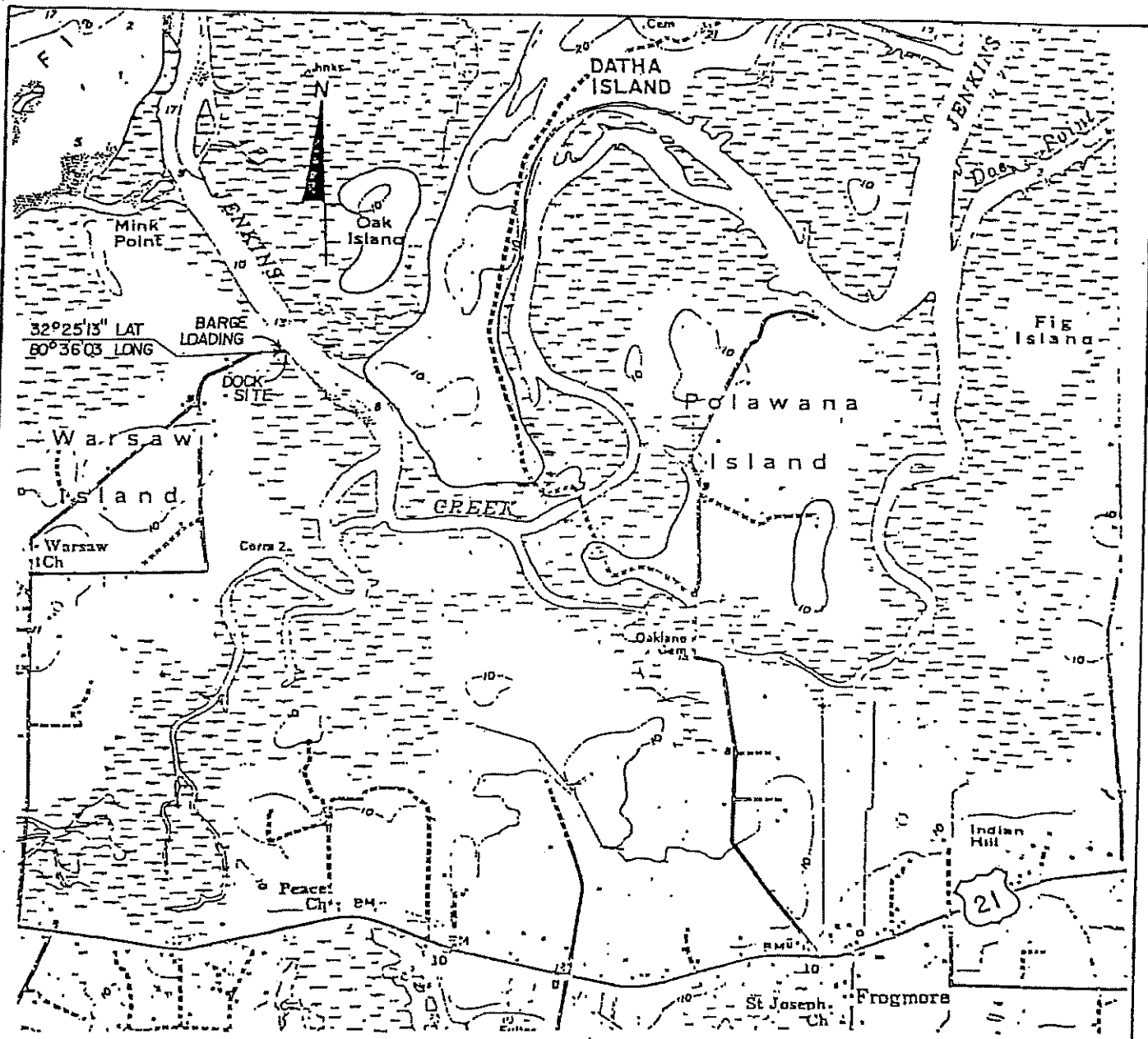
Denny E. Stanley
Signature of Applicant or Authorized Agent

The application must be signed by the applicant; however, it may be signed by a duly authorized agent (named in Item 5) if this form is accompanied by a statement by the applicant designating the agent and agreeing to furnish upon request, supplemental information in support of the application.

18 U. S. C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of The United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both. Do not send a permit processing fee with this application. The appropriate fee will be assessed when a permit is issued. BBT 9961.0001

Gardner

P. 7001 700



VICINITY MAP

1000 0 1000 2000 3000
SCALE IN FEET

Purpose: Personnel/Equipment loading
& transport to Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Ardel Gardner
3. Alcoa South Carolina, Inc.

TEMPORARY BARGE LOADING AND DOCK SITE

In: Jenkins Creek

At: Warsaw Island

County of: Beaufort

State of: South Carolina

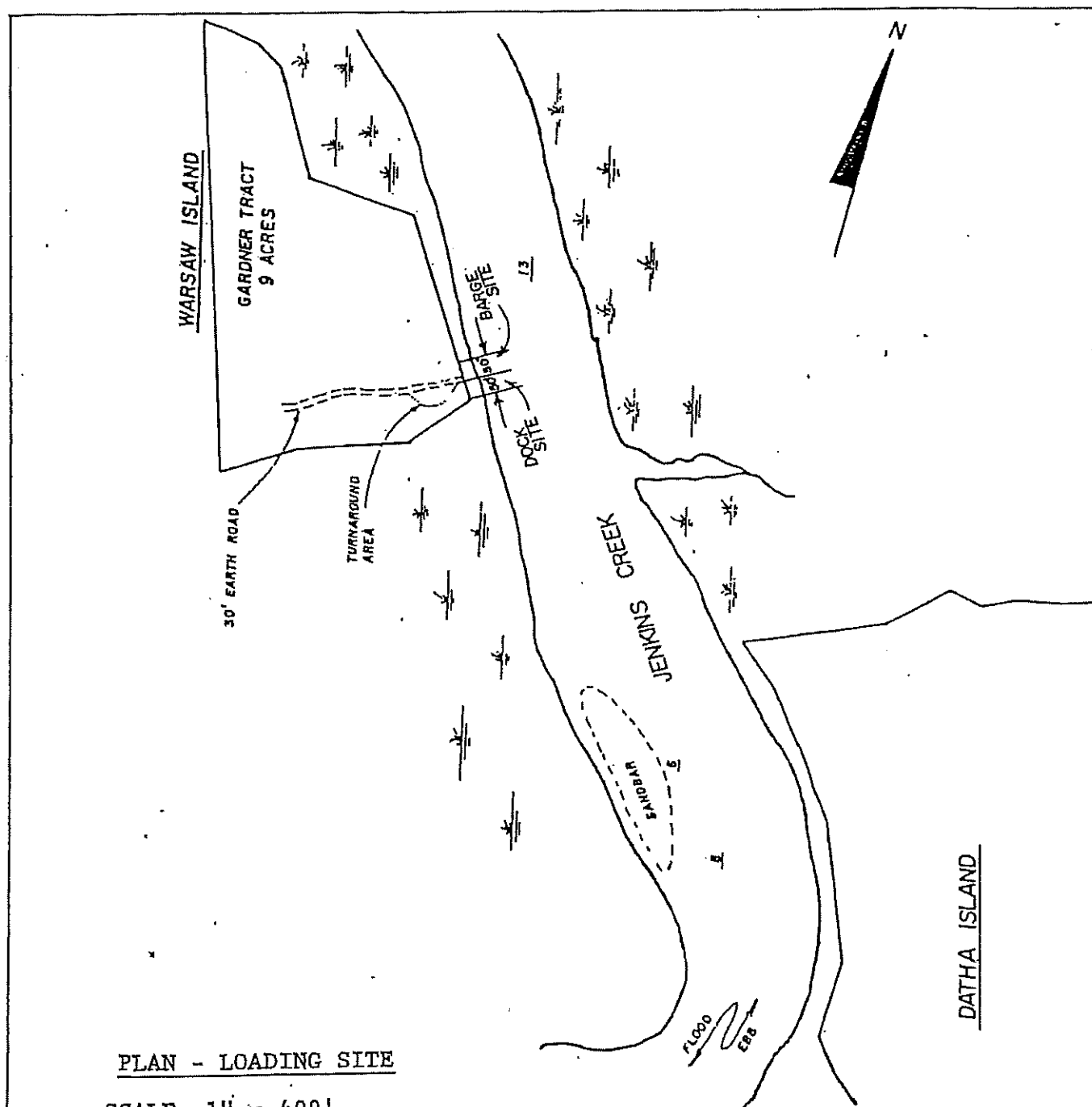
Application by: Alcoa South
Carolina, Inc.

Date: March 11, 1983 Sheet 1 of 4

BBT 9961.0001

Gardner

P. 7221 701



PLAN - LOADING SITE

SCALE: 1" = 400'

Purpose: Personnel/Equipment loading
& transport to Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Ardel Gardner
3. Alcoa South Carolina, Inc.

TEMPORARY BARGE LOADING AND DOCK SITE

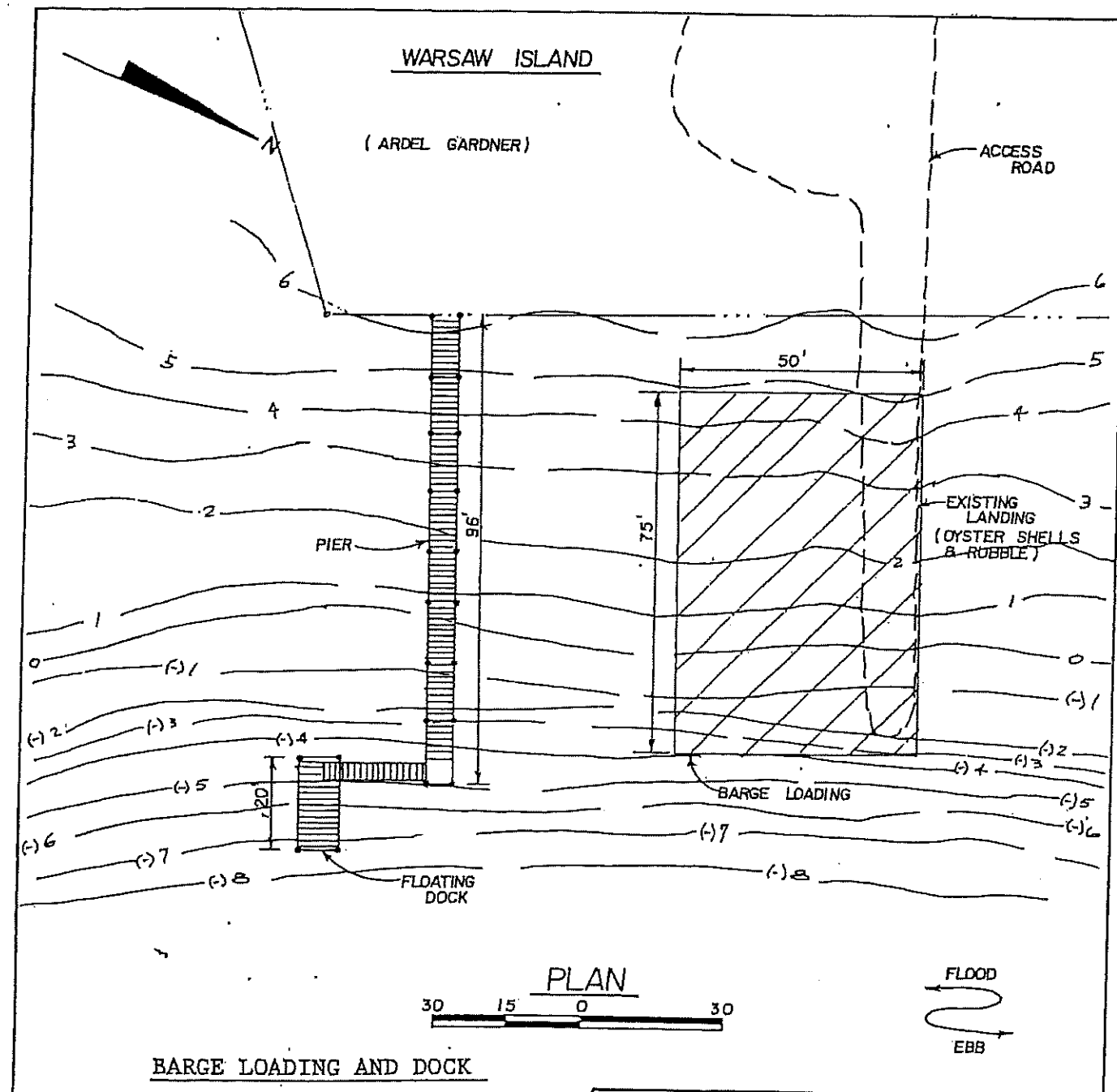
In: Jenkins Creek
At: Datha Island-Warsaw Island
County of: Beaufort
State of: South Carolina
Application by: Alcoa South
Carolina, Inc.

Date: March 11, 1983 Sheet 2 of 4

BBT 9961.0001

Gardner

P. 7023 702



Purpose: Personnel/Equipment loading
& transport to Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Ardel Gardner
3. Alcoa South Carolina, Inc.

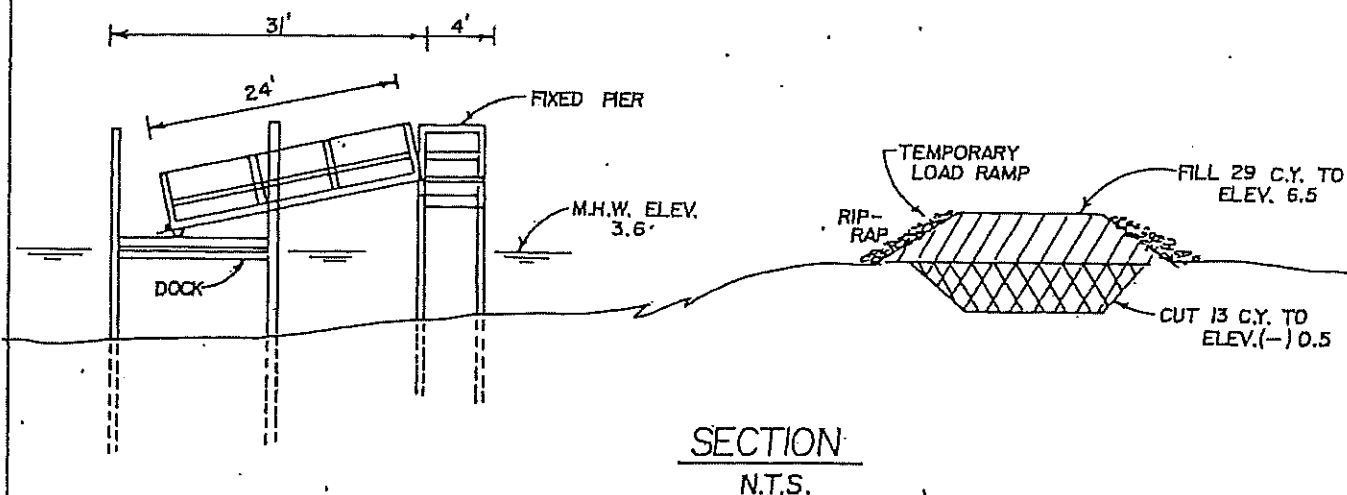
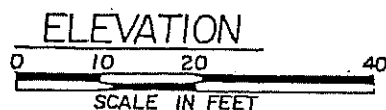
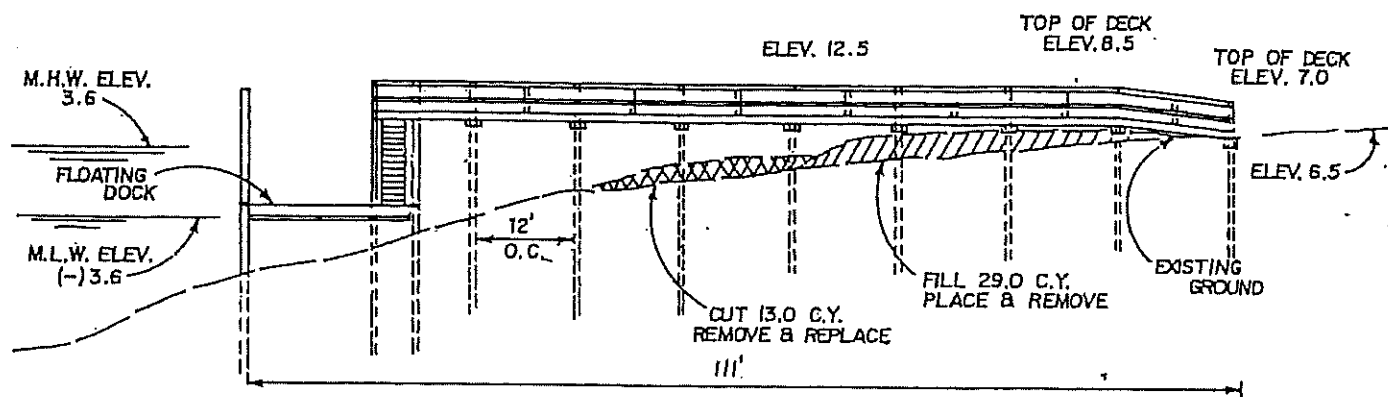
**TEMPORARY BARGE LOADING
AND DOCK SITE**

In: Jenkins Creek
At: Warsaw Island
County of: Beaufort
State of: South Carolina
Application by: Alcoa South
Carolina, Inc.

Date: March 11, 1983 Sheet 3 of 4

BBT 9961.0001

Gardner
P. 703



DOCK AND LOADING RAMP

Purpose: Personnel/Equipment loading
for transport to Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Ardel Gardner
3. Alcoa South Carolina, Inc.

TEMPORARY BARGE LOADING AND DOCK SITE

In: Jenkins Creek
At: Warsaw Island
County of: Beaufort
State of: South Carolina
Application by: Alcoa South
Carolina, Inc.

BBT 9961.0004 Date: March 11, 1983 Sheet 4 of 4

Gardner
P. 7045

APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT
For use of this form, see EP 1145-2-1

The Department of the Army permit program is authorized by Section 10 of the River and Harbor Act of 1899, Section 404 of P. L. 92-500 and Section 103 of P. L. 92-532. These laws require permits authorizing structures and work in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Information provided in ENG Form 4345 will be used in evaluating the application for a permit. Information in the application is made a matter of public record through issuance of a public notice. Disclosure of the information requested is voluntary; however, the data requested are necessary in order to communicate with the applicant and to evaluate the permit application. If necessary information is not provided, the permit application cannot be processed nor can a permit be issued.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and checklist) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

1. Application number (To be assigned by Corps) 		2. Date <u>11</u> <u>March</u> <u>1983</u> Day Mo. Yr.		3. For Corps use only. 									
4. Name and address of applicant. Alcoa South Carolina, Inc. Datha Island, Jonathan's Landing Jupiter, Florida 33548 Telephone no. during business hours A/C (305) <u>746-2645</u> A/C () _____		5. Name, address and title of authorized agent. Thomas & Hutton Engineering Co. 3 Oglethorpe Professional Blvd. Box 14609 Savannah, Ga. 31416 c/o Danny Stanley Telephone no. during business hours A/c 012, <u>355-5300</u> A/C () _____											
6. Describe in detail the proposed activity, its purpose and intended use (private, public, commercial or other) including description of the type of structures, if any to be erected on fills, or pile or float-supported platforms, the type, composition and quantity of materials to be discharged or dumped and means of conveyance, and the source of discharge or fill material. If additional space is needed, use Block 14. Construction of a temporary barge landing, timber fixed pier, and floating dock on Jenkins Creek for the transport of personnel and equipment to Datha Island while a permanent bridge and causeways are being installed. Project site to be returned to original condition when causeway and bridge construction are complete.													
7. Names, addresses and telephone numbers of adjoining property owners, lessees, etc., whose property also adjoins the waterway. <table style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> 1. State of South Carolina B. South Carolina Coastal Council Summerall Center, 19 Hagood St. Suite 802 Charleston, S.C. 29403 (803) 792-5808 </td> <td style="width:50%; vertical-align: top;"> 2. Ardel Gardner Warsaw Island, Beaufort, S.C. 29902 803-838-2372 B. Beaufort County Administrator P.O. Box 4729 Burton, S.C. 29902 (803) 846-2186 </td> </tr> </table>						1. State of South Carolina B. South Carolina Coastal Council Summerall Center, 19 Hagood St. Suite 802 Charleston, S.C. 29403 (803) 792-5808	2. Ardel Gardner Warsaw Island, Beaufort, S.C. 29902 803-838-2372 B. Beaufort County Administrator P.O. Box 4729 Burton, S.C. 29902 (803) 846-2186						
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8. Location where proposed activity exists or will occur. <table style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> Address: <u>Datha Island</u> Street, road or other descriptive location <u>Frogmore</u> In or near city or town <u>Beaufort</u> County <u>SC</u> State <u>29902</u> Zip Code </td> <td style="width:50%; vertical-align: top;"> Tax Assessors Description: (If known) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 33%;">Map No.</td> <td style="border-bottom: 1px solid black; width: 33%;">Subdiv. No.</td> <td style="border-bottom: 1px solid black; width: 33%;">Lot No.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Sec.</td> <td style="border-bottom: 1px solid black;">Twp.</td> <td style="border-bottom: 1px solid black;">Rge.</td> </tr> </table> </td> </tr> </table>						Address: <u>Datha Island</u> Street, road or other descriptive location <u>Frogmore</u> In or near city or town <u>Beaufort</u> County <u>SC</u> State <u>29902</u> Zip Code	Tax Assessors Description: (If known) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 33%;">Map No.</td> <td style="border-bottom: 1px solid black; width: 33%;">Subdiv. No.</td> <td style="border-bottom: 1px solid black; width: 33%;">Lot No.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Sec.</td> <td style="border-bottom: 1px solid black;">Twp.</td> <td style="border-bottom: 1px solid black;">Rge.</td> </tr> </table>	Map No.	Subdiv. No.	Lot No.	Sec.	Twp.	Rge.
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Map No.	Subdiv. No.	Lot No.											
Sec.	Twp.	Rge.											
9. Name of waterway at location of the activity. Jenkins Creek BBT 9961.0001													

10. Date activity is proposed to commence. 10 days after permit issue

Date activity is expected to be completed 360 days after commencing

11. Is any portion of the activity for which authorization is sought now complete? ☐ YES ☒ NO

If answer is "Yes" give reasons in the remark section. Month and year the activity was completed
.. Indicate the existing work on the drawings.

12. List all approvals or certifications required by other federal, interstate, state or local agencies for any structures, construction, discharges, deposits or other activities described in this application.

<u>Issuing Agency</u>	<u>Type Approval</u>	<u>Identification No.</u>	<u>Date of Application</u>	<u>Date of Approval</u>
S.C. Coastal Council	Permit	Pending	March 11, 1983	Pending
Beaufort County	Permit	Pending	March 11, 1983	Pending

13. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein?

☐ Yes ☒ No (If "Yes" explain in remarks)

14. Remarks or additional information.

15. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.

Danny E. Stanley
Signature of Applicant or Authorized Agent

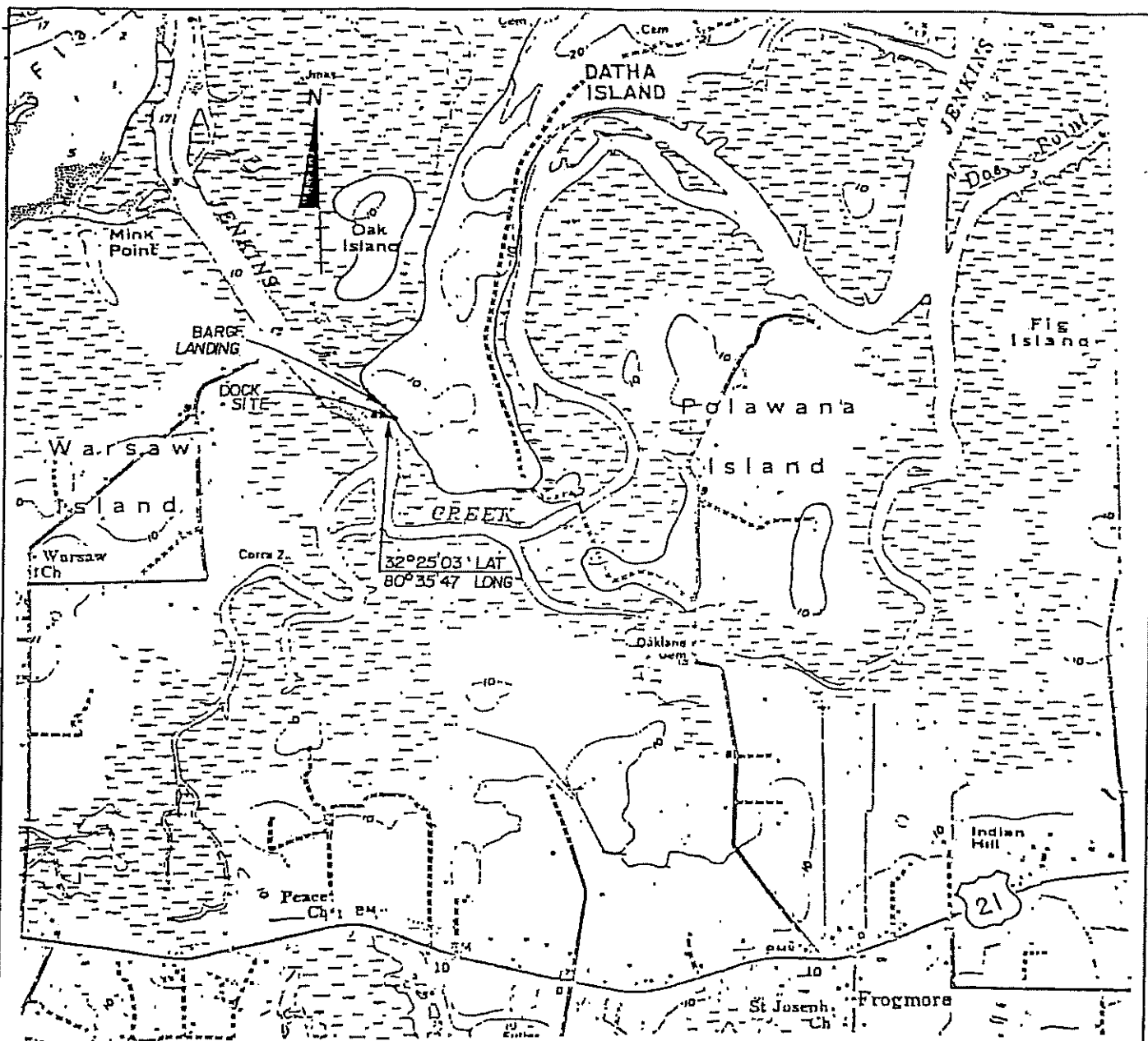
The application must be signed by the applicant; however, it may be signed by a duly authorized agent (named in Item 5) if this form is accompanied by a statement by the applicant designating the agent and agreeing to furnish upon request, supplemental information in support of the application.

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BBT 9961.0001

Gardner

P. 7067



VICINITY MAP

1000 0 1000 2000 3000
SCALE IN FEET

Purpose: Personnel/Equipment landing site on Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Alcoa South Carolina, Inc

TEMPORARY BARGE LANDING AND DOCK SITE

In: Jenkins Creek

At: Datha Island

County of: Beaufort

State of: South Carolina

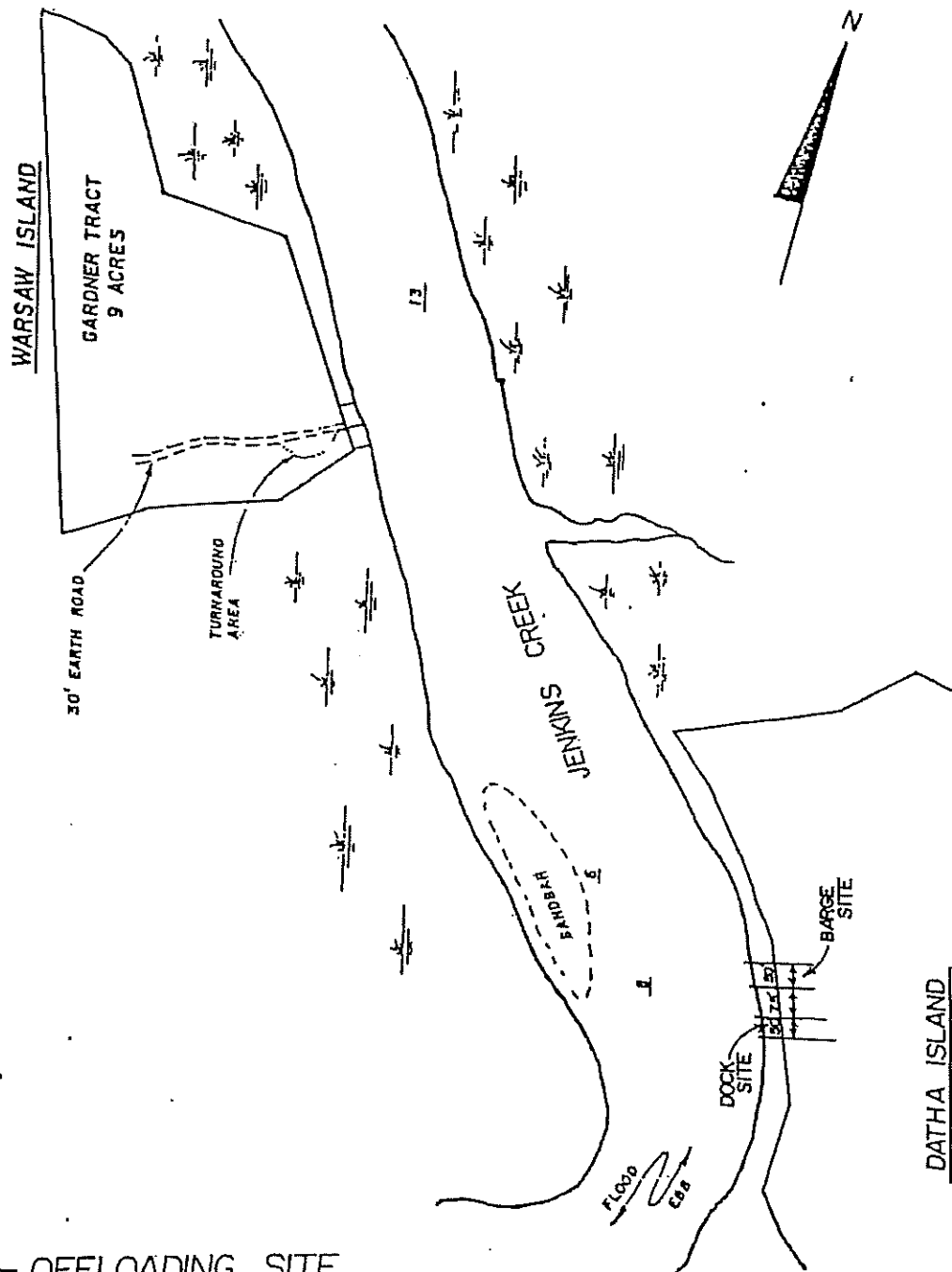
Application by: Alcoa South Carolina, Inc.

Date: March 11, 1983 Sheet 1 of 4

BBT 9961.0001

Gardner

P. 707 707



PLAN - OFFLOADING SITE

SCALE : 1" = 400'

Purpose: Personnel/Equipment landing site on Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Alcoa South Carolina, Inc.

TEMPORARY BARGE LANDING AND DOCK SITE

In: Jenkins Creek
At: Datha Island
County of: Beaufort
State of: South Carolina
Application by: Alcoa South Carolina, Inc.

BBT 9961.000 Date: March 11, 1983 Sheet 2 of 4

DATHA ISLAND

BARGE LANDING

PIER



40'

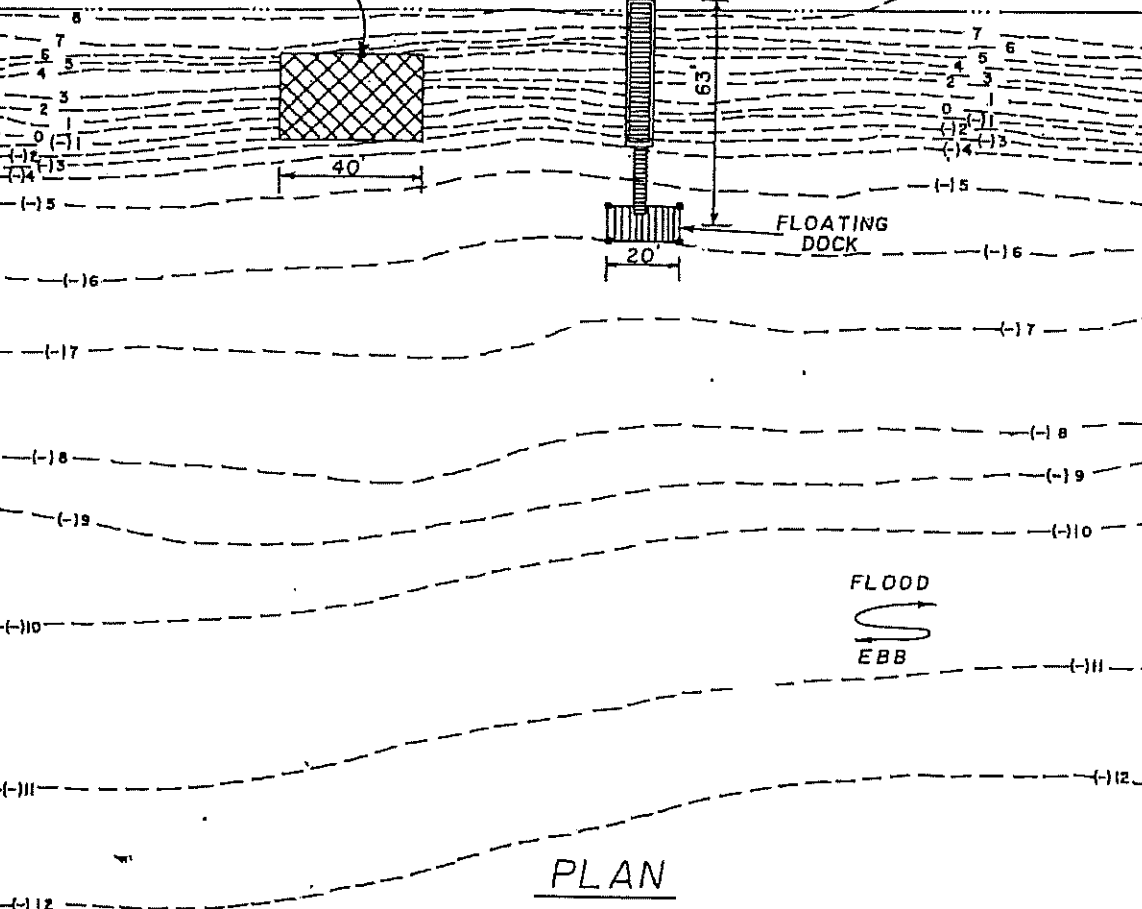


63'



20'

FLOATING DOCK



PLAN

GRAPHIC SCALE
IN FEET



BARGE LANDING AND DOCK

Purpose: Personnel/Equipment landing site on Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Alcoa South Carolina, Inc.

TEMPORARY BARGE LANDING AND DOCK SITE

In: Jenkins Creek

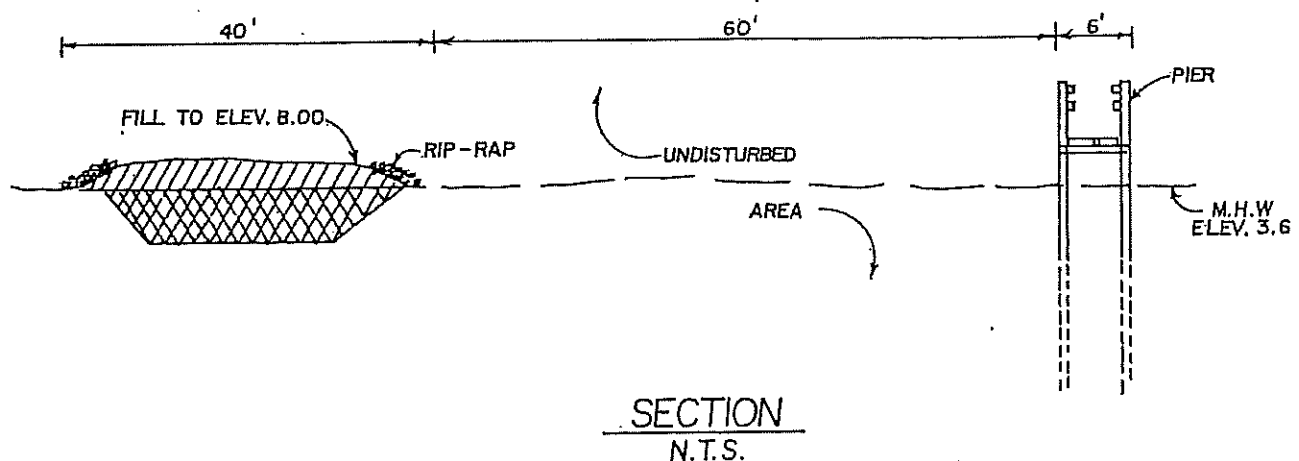
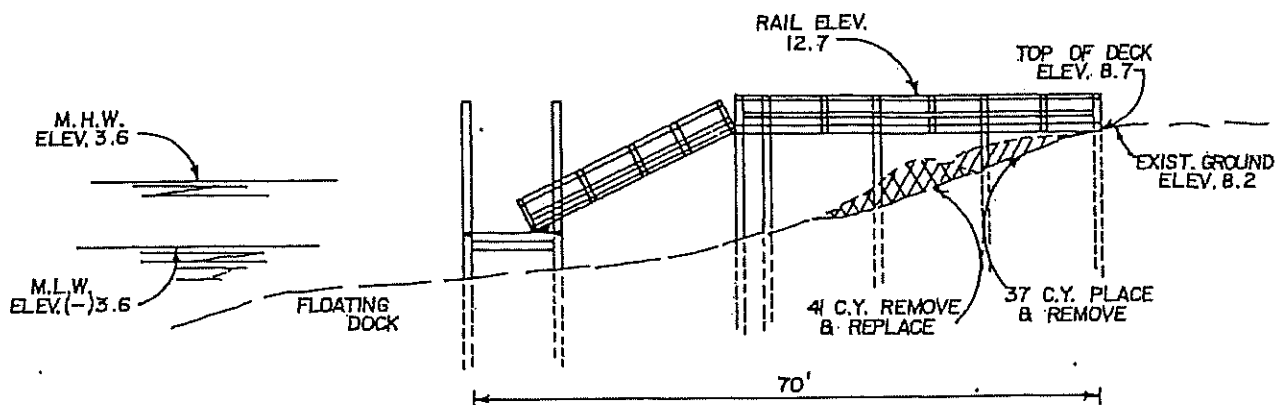
At: Datha Island

County of: Beaufort

State of: South Carolina

Application by: Alcoa South Carolina, Inc.

BBT 9961.000 Date: March 11, 1983 Sheet 3 of 4



BARGE LANDING AND DOCK

Purpose: Personnel/Equipment landing site on Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Alcoa South Carolina, Inc.

TEMPORARY BARGE LANDING AND DOCK SITE

In: Jenkins Creek

At: Datha Island

County of: Beaufort

State of: South Carolina

Application by: Alcoa South Carolina, Inc.

Date: March 11, 1983 Sheet 4 of 4

BBT 9961.0001

Gardner

P. 710 710



DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT CORPS OF ENGINEERS
P O BOX 918
CHARLESTON, S.C. 29402

REPL TO
ATTENTION OF

#5
FR
APR 2 1983

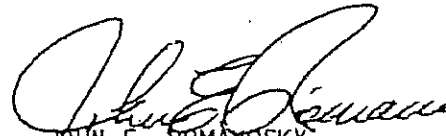
SACCD-P
Refer to: P/N 83-2C-056
Alcoa South Carolina Inc.

18 April 1983 COASTAL COUNCIL

TO WHOM IT MAY CONCERN:

The above referenced public notice is hereby amended as follows:

The proposed temporary pier and dock located on Warsaw Island is to be a permanent structure for the private recreational use of the property owner.


JOHN E. ROMANOSKY
Chief, Operations Division

ATTACHMENT A

BBT 9961.0001

Garner 711

copy. @ permits - Warsaw Landly
Play @ Warsaw Landly

THOMAS & HUTTON ENGINEERING CO.
3 OGLETHORPE PROFESSIONAL BOULEVARD
POST OFFICE BOX 14609
SAVANNAH, GEORGIA 31416-1609
TELEPHONE (912) 355-5300



HUE THOMAS, JR.
W. G. FOSTER
F. V. GEORGE, JR.

April 15, 1985

Mr. David Baycura
Alcoa South Carolina, Inc.
P.O. Box 819
Beaufort, S.C. 29902

Re: Warsaw Island Permit
Dataw Landing Permit

Dear David:

Please find enclosed the South Carolina Coastal Council permit for the above referenced facility. Also enclosed is the application to the U.S. Army Corps of Engineers, however as we recall they did not claim jurisdiction over this particular work.

A permit to Mr. Haig with Beaufort County was also made, but cannot be located at this time. Mr. Haig was taken to the site, by Alcoa personnel, for his review and approval. We will continue searching our files for any material concerning this particular permit application.

Should you have any questions concerning any of the enclosed material, please give us a call.

Sincerely,

THOMAS & HUTTON ENGINEERING CO.

Howard Pigott
Howard Pigott

HP/lfd

enclosure

cc: Danny Stanley

BBT 9961.0001
Gardner
P. 7124

Alcoa South Carolina, Inc.

P.O. BOX 819, 1009 CRAVEN STREET
BEAUFORT, S.C. 29902
(803) 838-3838

LETTER OF TRANSMITTAL

TO: SEE DISTRIBUTION BELOW

DATE	5/16/83	JOB NO.
ATTENTION		
RE:		

GENTLEMEN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	5/12/83		WARSAW ISLAND PERMIT - PIERS AND BARGE LOADING AND LANDING RAMPS: AS AMENDED

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS

PER WILLIAM COCHRANE'S REQUEST, I AM ENCLOSING THE ABOVE COPY OF THE PERMIT.

NOTE: ORIGINAL COPY IN SAFE AT JLI

D. TROGDAN

COPY TO D. STANLEY - T & H
W. R. EIDSON - JLI

BBT 9981.0001

GARDNER

P. 753

Linda Mealy
1001, 4th Floor

South Carolina Coastal Council

NOTICE OF AUTHORIZATION

DATE EXPIRES: MAY 12, 1986 PERMIT NUMBER: 83-2C-056
DATE ISSUED: MAY 12, 1983

PERMITTEE: ALCOA SOUTH CAROLINA, INC.

ADDRESS OF PERMITTEE: DATHA ISLAND, JONATHANS LANDING, JUPITER, FL 33548

AUTHORIZED WORK: PIERS AND BARGE LOADING AND LANDING RAMP; AS AMENDED

WATERWAY: JENKINS CREEK

CITY: BEAUFORT

COUNTY: BEAUFORT

[Signature]
PERMIT ADMINISTRATOR

MAY 12, 1983
DATE

THIS NOTICE MUST BE CONSPICUOUSLY DISPLAYED AT THE SITE OF WORK

APPLICANT: ALCOA SOUTH CAROLINA, INC. BEAUF

PERMIT NUMBER: 83-2C-055

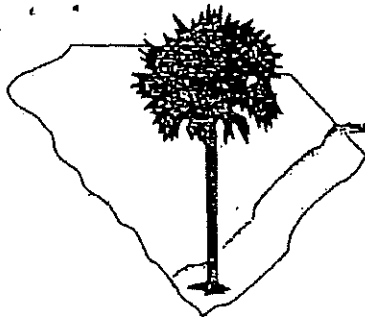
PLEASE INDICATE BELOW THE DATE ON WHICH YOU BEGIN ACTUAL WORK ON
YOUR PROJECT AS AUTHORIZED BY THE ENCLOSED PERMIT. THEN SIMPLY DROP
THIS SELF-ADDRESSED, STAMPED CARD IN THE MAIL TO OUR OFFICE.

THANK YOU VERY MUCH FOR YOUR COOPERATION.

DATE

SIGNED

BBT 9961.0001
Gardner
P. 7146



South Carolina Coastal Council

James M. Waddell, Jr.
Chairman

H. Wayne Beam, Ph.D.
Executive Director

SEE SPECIAL
CONDITION(S)
ON PAGE 4

Thomas & Hutton, Engineering
Box 14609
Savannah, GA 31416

Re: Alcoa South Carolina, Inc.

Dear Mr. Stanley:

The South Carolina Coastal Council has reviewed your permit application P/N # 83-2C-056 for a permit to construct piers and barge loading and landing ramps; amended (description of work) located on Datha Island and Warsaw Islands, near Beaufort. The Coastal Council has found that the project would have no severe negative impacts on coastal resources, and is not inconsistent with Council policies for the critical areas of the coastal zone.

Two copies of the permit, as issued, are enclosed. Please carefully read the permit and be sure to note if any special conditions are on page four. If you wish to accept the permit as issued, sign and date both copies on page four in the signature block entitled "PERMITTEE". Return one complete signed copy to me.

YOU ARE NOT AUTHORIZED TO COMMENCE WORK UNDER THE PERMIT
UNTIL I HAVE RECEIVED A COPY SIGNED AND ACCEPTED BY YOU.

Upon my receipt of the permit signed by you, I will immediately forward to you a permit placard which must be posted on the permit site and which authorizes you to commence work under the permit as issued.

The receipt of this permit does not relieve you of the responsibility of acquiring any other applicable federal or local permits that may be required.

You are notified that a U. S. Army Corps of Engineers permit is also required as stated in P/N # 83-2C-056. To commence work without acquiring this authorization would be in violation of federal law.

Sincerely,


Duncan C. Newkirk
Permit Administrator

SEE SPECIAL
CONDITION(S)
ON PAGE 4

PERMIT NUMBER: 83-2C-056

PUBLIC NOTICE NUMBER: 83-2C-056

NAME OF APPLICANT: Alcoa South Carolina, Inc.

DATE OF ISSUANCE: May 12, 1983

EXPIRATION DATE: May 12, 1986

SOUTH CAROLINA COASTAL COUNCIL PERMIT

This permit is issued under the provisions of Act 123 of the 1977 South Carolina General Assembly and the Final Rules and Regulations of the South Carolina Coastal Council. Furthermore, this permit authorizes the above named applicant, hereafter called the Permittee, to perform works shown on the sketch hereof and made a part hereof, more particularly described as follows:

County: Beaufort

Location: Datha Island and Warsaw Islands near Beaufort

Nearest body of water: Jenkins Creek

Description of project: Piers and barge loading and landing ramps; as amended

GENERAL CONDITIONS:

The permittee agrees to the following general conditions:

1) That if the activity authorized herein is not completed on or before the 12th day of May, 19 86 (three years from the date of issuance of permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire. A request, in writing, for an extension of time shall be made not less than sixty days prior to the expiration date.

2) That the structure or work authorized herein shall be maintained in good condition and in accordance with the plans and drawings attached hereto. Failure to maintain the structure in this condition shall be grounds for revocation of the permit.

3.) That every reasonable effort will be made to conduct the work authorized herein in a manner which minimizes, to the fullest extent possible, any adverse impact on fish, wildlife and water quality.

4.) That all activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state, and local laws.

5.) That extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of private property or rights in property.

6.) That this permit is granted subject to the rights of the State of South Carolina in navigable water and shall be subject, further, to the rights for which purposes the waters and submerged land thereunder are held by the State. This permit does not relieve the permittee from the requirement of obtaining a permit from the U. S. Army Corps of Engineers or other applicable federal agency nor from necessity of compliance with all applicable local laws, ordinances, and zoning or other regulations.

7.) That this permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save the South Carolina Coastal Council and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.

8.) That this permit does not convey, expressly or impliedly, any property rights in real estate or material, nor any exclusive privileges; nor does it authorize the permittee to alineate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.

9.) That the permittee shall permit the Council or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to assure that the activity being performed is in accordance with the terms and conditions of this permit.

10.) That authorization for activities or structures herein shall constitute a revocable license. The Coastal Council may require the permittee to modify or remove activities or structures authorized herein if it is determined by the Council that such activity or structure is in violation of the public health, safety, and welfare. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and providing the permittee with opportunity to respond in writing.

11.) That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition 12 hereof, he/she must restore the area to a condition satisfactory to the Coastal Council.

12.) That this permit may not be transferred to a third party without prior written notice to the Coastal Council, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply with all terms and conditions of this permit.

13.) That if the display of lights and signals on any structure or work authorized herein

BBT 9961.0001

2 Gardner

P. 707 717

is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

14.) That the permit placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work. Display of a placard is not necessary if a permit for the work has been issued by the U. S. Army Corps of Engineers and a Corps placard is posted in a conspicuous place at the site.

15.) That before revocation, suspension, or modification of this permit, the Coastal Council shall provide written notification to the permittee of intention to revoke, suspend, or modify the permit, and the permittee shall be given an opportunity to present a written explanation to the Coastal Council.

16.) That the permittee, upon receipt from the Coastal Council of written notification of intent to revoke, suspend or modify the permit, shall cease all work under this permit. Furthermore, work shall not be resumed under this permit until final disposition of the proceeding has occurred.

17.) That the permittee, upon receipt of a notice or revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the Coastal Council and in such time and manner as the Coastal Council or its authorized representative may direct, restore the area to its former condition. If the permittee fails to comply with the direction of the Coastal Council or its authorized representative, the Coastal Council or its designee may restore the affected area to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

18.) That in issuing this permit, the Coastal Council has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete, or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and the Coastal Council, may, in addition, institute appropriate legal proceedings.

19.) That any modification, suspension or revocation of this permit shall not be the basis for any claim for damages against the Coastal Council or the State of South Carolina or any employee, agent, or representative of the Coastal Council or the State of South Carolina.

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS SIX (6) AND EIGHT (8). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN (ATTACHMENT 1) AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS, AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE COASTAL COUNCIL MAY CONSIDER APPROPRIATE.

CAUTION: Section 15(D) of Act 123 of 1977 allows any person adversely affected by the issuance of a Coastal Council permit to appeal the decision to the full Council by filing a written Notice of Intent to Appeal within 15 days after notification of the permit's issuance. In the event of an appeal of the decision to issue this permit, the Coastal Council reserves the right to order a stay of any use or activity authorized herein pending a final decision by the full Council when, in its judgment, the interests of the public would be best served.

Accepted this 12th day of May, 1983

[Signature]
PERMITTEE

Issued this 12th day of May, 1983

STATE OF SOUTH CAROLINA,
COASTAL COUNCIL.
JAMES M. WADDELL, JR., CHAIRMAN

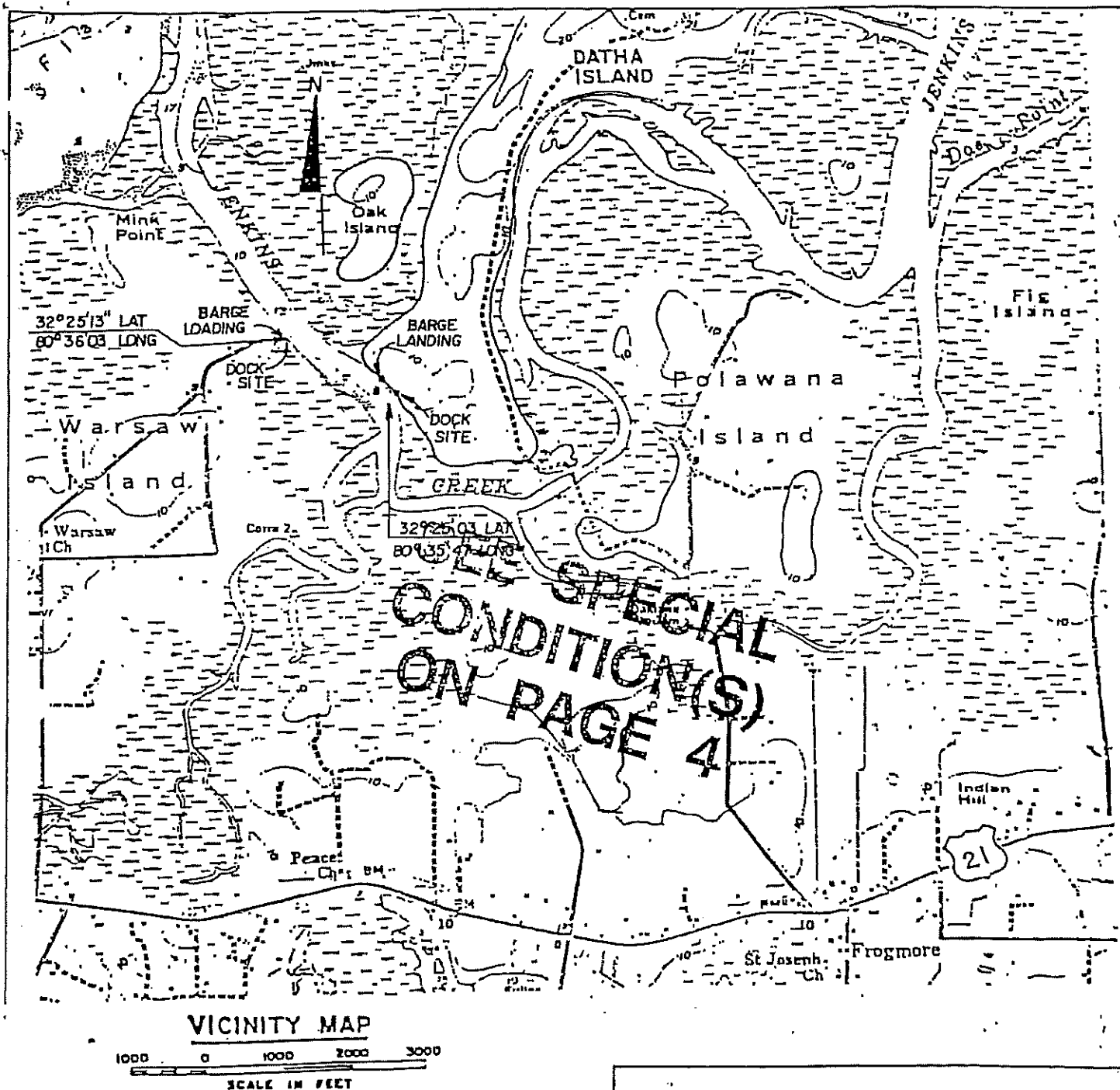
By: [Signature]
DUNCAN C. NEWKIRK
PERMIT ADMINISTRATOR

ATTACHMENT 1:

The plans submitted by you, attached hereto, show the proposed work to consist of constructing two (2) temporary piers and barge loading ramps in Jenkins Creek. The proposed piers will consist of pile-supported walkways with floating docks attached at the waterward end. Construction of the barge ramps will consist of removing approximately 54 cubic yards of unsuitable material from the area, by dragline, and replacing it with approximately 120 cubic yards of material obtained from a high ground source. The purpose of the overall project is to provide temporary access to Datha Island for personnel and equipment during the construction of a new bridge and causeway authorized by Permit #82-2C-216. Upon completion of the bridge and causeway the work proposed herein will be removed and the areas restored to their original condition. These plans, as submitted, are approved, subject to the following Special Conditions.

SPECIAL CONDITIONS:

1. Provided that the permit is issued in accordance with the amendment (Attachment A).
2. Provided that the barge slip be relocated 75' downstream from the proposed location.



Purpose: Personnel/Equipment loading, transport, and landing on Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Ardel Gardner
3. Alcoa South Carolina, Inc.

TEMPORARY BARGE LOADING AND LANDING AND DOCK SITES

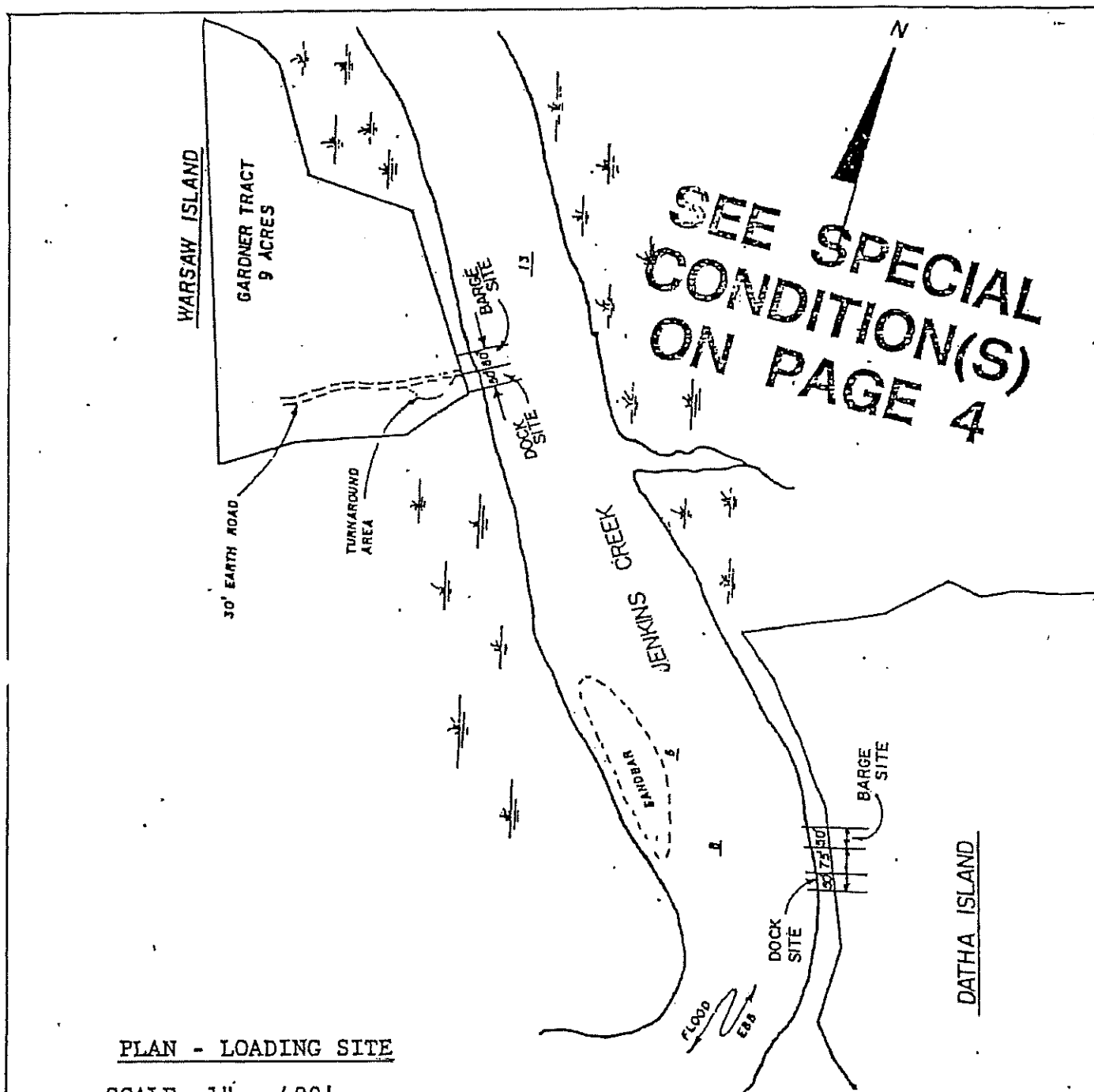
In: Jenkins Creek
 At: Warsaw Island
 County of: Beaufort
 State of: South Carolina
 Application by: Alcoa South Carolina, Inc.

Date: March 11, 1983 Sheet 1 of 6

BBT-9881.0001

Gardner

P. 7202 720



PLAN - LOADING SITE

SCALE: 1" = 400'

Purpose: Personnel/Equipment loading, transport, & landing on Datha Is.

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Ardel Gardner
3. Alcoa South Carolina, Inc.

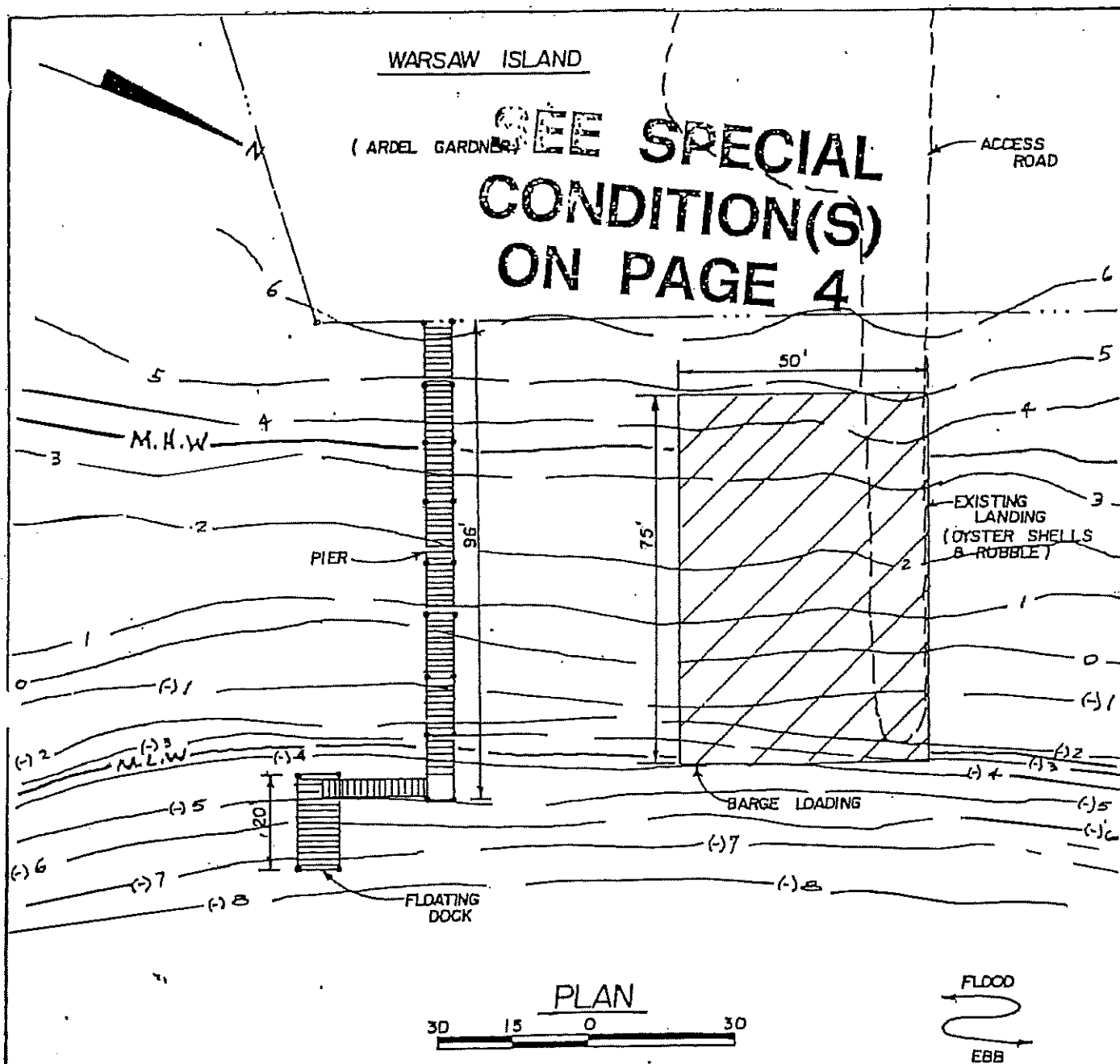
TEMPORARY BARGE LOADING & LANDING AND DOCK SITES

In: Jenkins Creek
 At: Datha Island-Warsaw Island
 County of: Beaufort
 State of: South Carolina
 Application by: Alcoa South Carolina, Inc.

Date: March 11, 1983 Sheet 2 of 6

BBT 9901.0001

6 Gardner
 P. 723 721



Purpose: Personnel/Equipment loading, transport and landing on Datha Island

Datum: Mean Sea Level

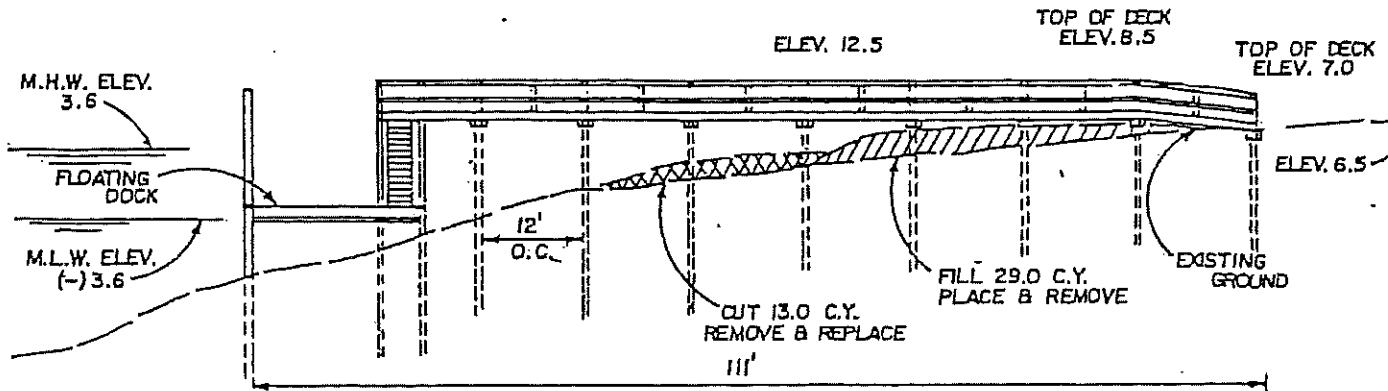
Adjacent Property Owners:

1. State of South Carolina
2. Ardel Gardner
3. Alcoa South Carolina, Inc.

TEMPORARY BARGE LOADING AND LANDING
AND DOCK SITES

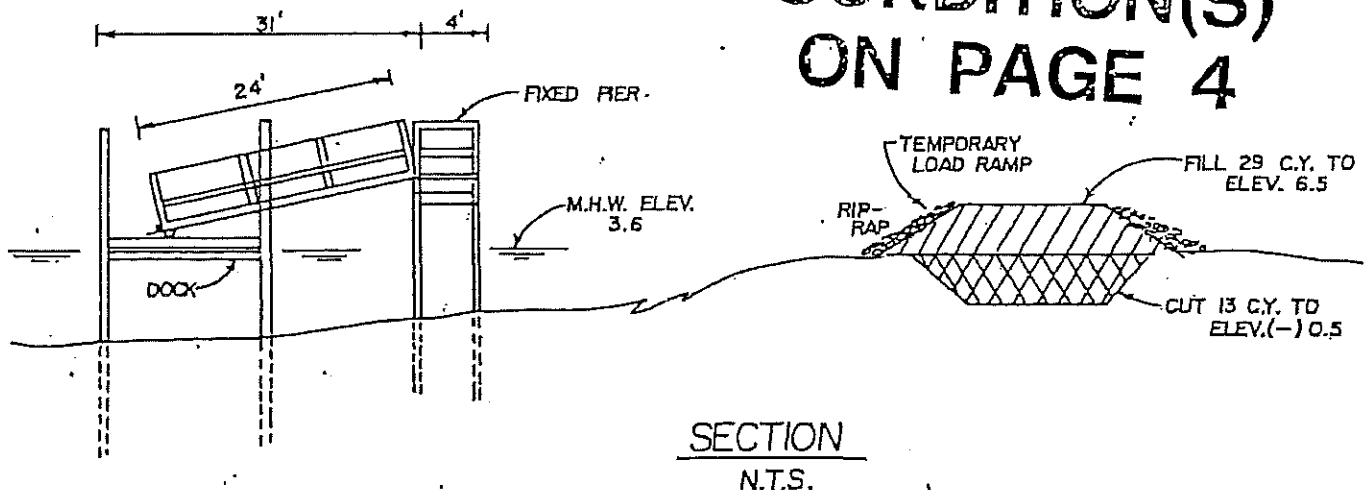
In: Jenkins Creek
At: Warsaw Island
County of: Beaufort
State of: South Carolina
Application by: Alcoa South
Carolina, Inc.

Date: March 11, 1983 Sheet 3 of 6



ELEVATION
0 10 20 30
SCALE IN FEET

**SPECIAL
CONDITION(S)
ON PAGE 4**



DOCK AND LOADING RAMP

Purpose: Personnel/Equipment loading, transport,
and landing on Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Ardel Gardner
3. Alcoa South Carolina, Inc.

TEMPORARY BARGE LOADING AND LANDING
AND DOCK SITES

In: Jenkins Creek
At: Warsaw Island
County of: Beaufort
State of: South Carolina
Application by: Alcoa South
Carolina, Inc.

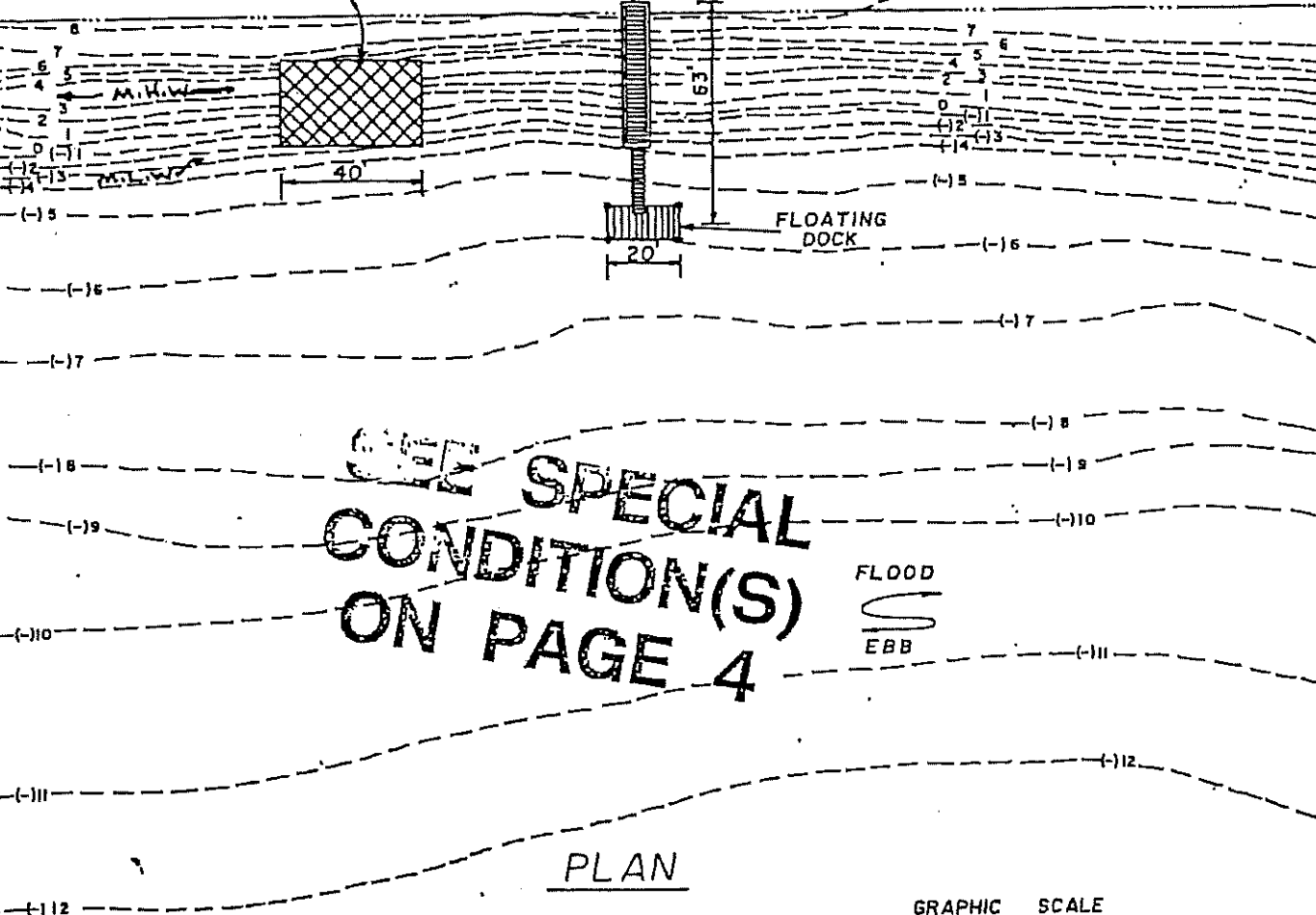
BBT 9961.000 Date: March 11, 1983. Sheet 4 of 6

Gardner
P. 723 723

DATHA
ISLAND

BARGE LANDING

PIER



PLAN

BARGE LANDING AND DOCK

Purpose: Personnel/Equipment loading, transport, and landing on Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Alcoa South Carolina, Inc.
3. Ardel Gardner

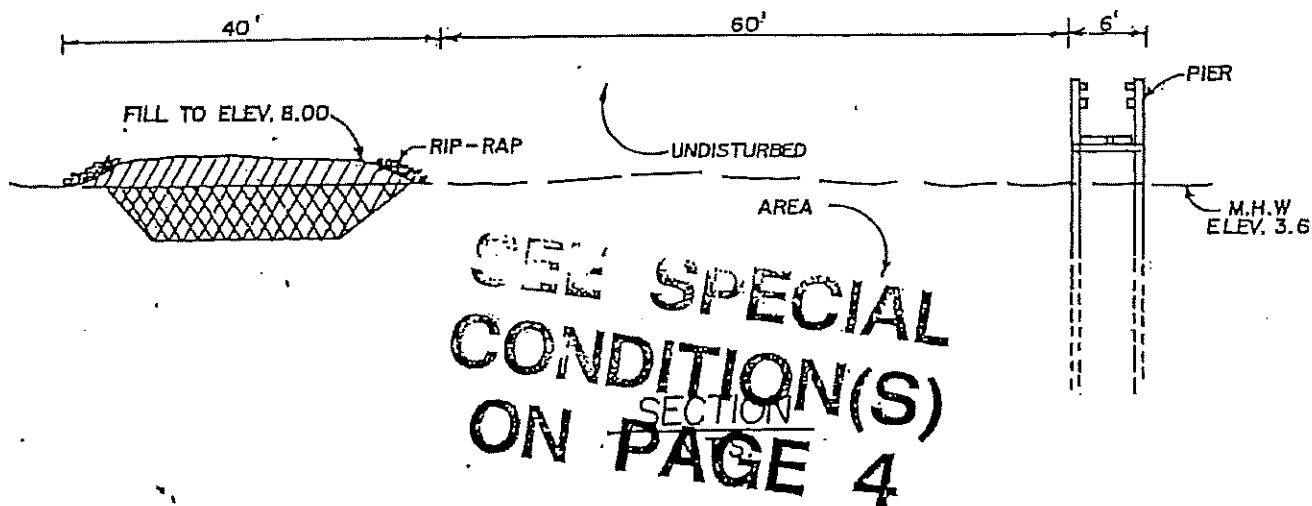
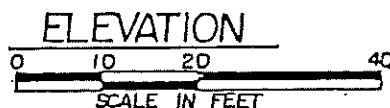
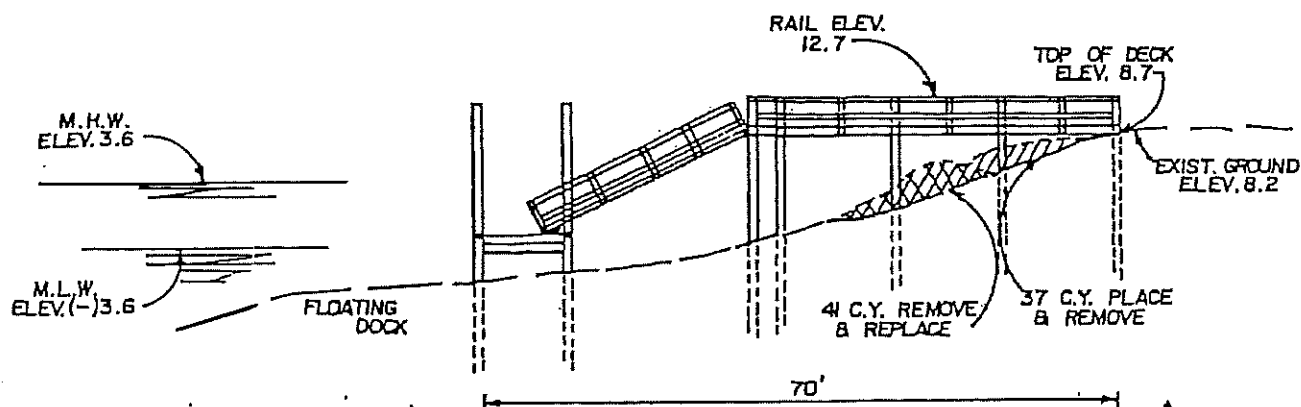
TEMPORARY BARGE LOADING AND LANDING AND DOCK SITES

In: Jenkins Creek
At: Datha Island
County of: Beaufort
State of: South Carolina
Application by: Alcoa South
Carolina, Inc.

BBT 9961.0001 Date: March 11, 1983 Sheet 5 of 6

Gardner

B. 246 724



BARGE LANDING AND DOCK

Purpose: Personnel/Equipment loading, transport and landing on Datha Island

Datum: Mean Sea Level

Adjacent Property Owners:

1. State of South Carolina
2. Alcoa South Carolina, Inc.
3. Ardel Gardner

BBT 9961.0001

Gardner

P 725
10 OF 117

TEMPORARY BARGE LOADING AND LANDING AND DOCK SITES

In: Jenkins Creek

At: Datha Island

County of: Beaufort

State of: South Carolina

Application by: Alcoa South Carolina, Inc.

Date: March 11, 1983 Sheet 6 of 6

R. B. Throckmorton, Jr.
R. B. THROCKMORTON, JR.
R. L. 3, 5712

A vertical ruler with markings from 2 to 10 inches. The markings are in inches, with the number 2 at the bottom and 10 at the top. The ruler is used to measure the height of the document.



#82473

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

LERROY GARDNER, SR.,

C/A No. 89-CP-07-879.

Plaintiff,

-vs-

ARDELLE S. GARDNER, and the Unknown
Heirs at Law, Next of Kin and
Distributees of the said Ardelle S.
Gardner, if deceased; CHARLES W.
GARDNER, and the Unknown Heirs at Law,
Next of Kin and Distributees of the
said Charles W. Gardner, if deceased;
MARY JANE GARDNER, and the Unknown
Heirs at Law, Next of Kin and
Distributees of the said Mary Jane
Gardner, if deceased; RONALD LEE
GARDNER, and the Unknown Heirs at Law,
Next of Kin and Distributees of the
said Ronald Lee Gardner, if deceased;
LERROY GARDNER, JR., and the Unknown
Heirs at Law, Next of Kin and
Distributees of the said Leroy
Gardner, Jr., if deceased; ARTHUR S.
STEWART, and the Unknown Heirs at Law,
Next of Kin and Distributees of the
said Arthur S. Stewart, if deceased;
WILLIE TAYLOR, and the Unknown Heirs
at Law, Next of Kin and Distributees
of the said Willie Taylor, if
deceased; JUANITA TAYLOR, and the
Unknown Heirs at Law, Next of Kin and
Distributees of the said Juanita
Taylor, if deceased; GEORGE KNOWLES,
and the Unknown Heirs at Law, Next of
Kin and Distributees of the said
George Knowles, if deceased; PECOLA
KNOWLES, and the Unknown Heirs at Law,
Next of Kin and Distributees of the
said Pecola Knowles, if deceased;
PRINCE GARDNER, and the Unknown Heirs
at Law, Next of Kin and Distributees
of the said Prince Gardner, if
deceased; FRANKLIN HEYWARD, and the
Unknown Heirs at Law, Next of Kin and
Distributees of the said Franklin
Heyward, if deceased; JOHN MATTIS, JR.

DECREE OF TITLE CLEARANCE

DEFENDANT'S
EXHIBIT

Certified - A True Copy
Deborah Batey
W. Henry Jackson, Clerk of Court
Beaufort County, SC

1

Tik 4.

Exhibit #2
Decree of Title
Clearance

and the Unknown Heirs at Law, Next of)
 Kin and Distributees of the said John)
 Mattis, Jr., if deceased; LILLIAN B.)
 MATTIS, and the Unknown Heirs at Law,)
 Next of Kin and Distributees of the)
 said Lillian B. Mattis, if deceased;)
 LINDA H. JOHNSON, and the Unknown)
 Heirs at Law, Next of Kin and)
 Distributees of the said Linda H.)
 Johnson, if deceased; GERLENE MATTIS,)
 a/k/a CERLENE MATTIS, and the Unknown)
 Heirs at Law, Next of Kin and)
 Distributees of the said Gerlene)
 Mattis, if deceased; PAUL MATTIS, and)
 the Unknown Heirs at Law, Next of Kin)
 and Distributees of the said Paul)
 Mattis, if deceased; CARL C. MATTIS,)
 and the Unknown Heirs at Law, Next of)
 Kin and Distributees of the said Carl)
 C. Mattis, if deceased; NORMAN MATTIS,)
 and the Unknown Heirs at Law, Next of)
 Kin and Distributees of the said)
 Norman Mattis, if deceased; LILLY MAE)
 FRAZIER SIMMONS, and the Unknown Heirs)
 at Law, Next of Kin and Distributees)
 of the said Lilly Mae Frazier Simmons,)
 if deceased; JOHN PIZARRO, and the)
 Unknown Heirs at Law, Next of Kin and)
 Distributees of the said John Pizarro,)
 if deceased; LILLIE MAE PIZARRO, and)
 the Unknown Heirs at Law, Next of Kin)
 and Distributees of the said Lillie)
 Mae Pizarro, if deceased; JOHN HOWARD,)
 and the Unknown Heirs at Law, Next of)
 Kin and Distributees of the said John)
 Howard, if deceased; JOE BEN TAYLOR,)
 and the Unknown Heirs at Law, Next of)
 Kin and Distributees of the said Joe)
 Ben Taylor, if deceased; WILLIE)
 GARDNER, and the Unknown Heirs at Law,)
 Next of Kin and Distributees of the)
 said Willie Gardner, if deceased;)
 BILLY TAYLOR, a/k/a BILLIE TAYLOR, and)
 the Unknown Heirs at Law, Next of Kin)
 and Distributees of the said Billy)
 Taylor, if deceased; WILLIAM A.)
 ANGELO, and the Unknown Heirs at Law,)
 Next of Kin and Distributees of the)
 said William A. Angelo, if deceased;)
 BRENDA L. ANGELO, and the Unknown)
 Heirs at Law, Next of Kin and)
 Distributees of the said Brenda L.)

Angelo, if deceased; KENNETH
 SINGLETON, his Successors or Assigns;
 FIRST UNION NATIONAL BANK OF NORTH
 CAROLINA, their Successors or Assigns;
 UNITED PARCEL SERVICE, their
 Successors or Assigns; SOUTH CAROLINA
 TAX COMMISSION, their Successors or
 Assigns; PALMETTO FINANCE COMPANY,
 their Successors or Assigns; and ALL
 OTHER PERSONS UNKNOWN WHO HAVE OR MAY
 CLAIM TO HAVE ANY RIGHT, TITLE, ESTATE
 OR INTEREST IN OR LIEN UPON THE REAL
 PROPERTY DESCRIBED IN THE COMPLAINT
 HEREIN, being collectively designated
 as JOHN DOE and MARY ROE, including
 ANY HEIRS, DISTRIBUTEES, DEVISEES OR
 ANY UNKNOWN DEFENDANTS WHO MAY NOW BE
 DECEASED, and including ALL MINORS,
 PERSONS IN THE ARMED FORCES, INSANE
 PERSONS, and ALL OTHER PERSONS UNDER
 ANY DISABILITY WHO HAVE OR MAY CLAIM
 TO HAVE ANY RIGHT, TITLE OR INTEREST
 IN THE REAL PROPERTY DESCRIBED IN THE
 COMPLAINT HEREIN,

Defendants.

This matter came before the undersigned presiding Master-in-Equity for a final hearing on March 16, 1990, in the Master-in-Equity Court, in Beaufort, South Carolina.

Present and appearing at the appointed time and place for the hearing were Plaintiff Leroy Gardner, Sr.; Plaintiff's counsel, Bernard McIntyre, Esquire; Defendants Juanita Taylor and Peter Nilsson, and their attorney, C. Scott Graber, Esquire; Defendant John Howard and his attorney, Thomas C. Davis, Esquire; Thomas C. Davis, Esquire, in lieu of W. Brantley Harvey, Jr., Esquire, for Defendants George and Pecola Knowles; and Hugh K. Davis, Esquire, Guardian ad Litem Nisi.

Based upon the pleadings, Affidavits, plats, title search and other documents in this case, and upon the testimony of the witnesses, I make

the following findings of alient facts:

1. That Plaintiff is a citizen and resident of Beaufort County, South Carolina.

2. That Defendants John Doe and Mary Roe are fictitious names used to represent any living heirs or distributees of Ardelle S. Gardner and any other interested parties who are proper defendants, if any, but whose names are unknown to the Plaintiff, including any person or persons who claim to have any right, title, estate and interest in or lien upon the real estate which is the subject of this quiet title action, more particularly described hereinbelow.

3. That Plaintiff contends that he owns all parcels of land originally owned by Ardelle S. Gardner, who allegedly obtained title to the property by deeds of various grantors, and more specifically by deed from Charles W. Gardner, dated November 10, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, on November 14, 1975, in Deed Book 232, at page 1401; and by deed from Dan Taylor, dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, on November 1, 1976, in Deed Book 241, at page 1637.

4. That Ardelle S. Gardner died intestate on April 14, 1982, leaving as her sole heirs at law her spouse, Plaintiff Leroy Gardner, Sr., and four (4) children, to wit: Charles W. Gardner, Mary Jane Gardner, Ronald Lee Gardner and Leroy Gardner, Jr.

5. That Ardelle S. Gardner had no other children, none of whom predeceased her or who were born after her death.

6. That Plaintiff Leroy Gardner, Sr., and Charles W. Gardner, Mary Jane Gardner, Ronald Lee Gardner and Leroy Gardner, Jr., are all of the living heirs of Ardelle S. Gardner.

7. That the real property which is the subject matter of this quiet title action is described as follows, to wit:

TRACT A

ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Beaufort, on Wausaw Island, being a part of Lot Five and One-half (5 1/2) according to H.G. Judd's map of 1886, and more particularly described as by a line commencing at a concrete marker on the North edge of the County Road Two Hundred Ninety-five and 6/10ths (295.6') feet N. 49 Degrees 36 Minutes E. of the Western boundary of Lot Five and One-half (5 1/2), said line extends thence N. 49 Degrees 36 Minutes E. Forty-five and 44/100ths (45.44') feet along the edge of the County Road to a concrete marker, thence due North to a concrete marker, thence N. 33 Degrees E. to a concrete marker, thence West to a concrete marker on the West boundary of Lot Five and One-half (5 1/2), thence due South Three Hundred Ten (310.0') feet to a concrete marker, thence South Two Hundred Ten (210.0') feet to a concrete marker, thence East Fourteen and 7/10ths (14.7') feet to the point of beginning: all of which is more clearly shown on a plat by Niels Christensen, revised October 1, 1974, and recorded in the Office of the Clerk of Court for Beaufort County tax assessor map, this is a two (2) acre tract assigned tax map number 300-9-29.

This is the same tract of land conveyed to Ardelle S. Gardner by Charles W. Gardner by deed dated November 10, 1975, and recorded on November 14, 1975, in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 232, at page 1401.

TRACT B

ALL those certain pieces, parcels or tracts of land, said to contain eighteen (18) acres, situate, lying and being on the North end of Wausaw Island in Section #12, Township 1, South Range 1 West of E.G. Nichols Survey; said land being Lot #15, containing ten (10) acres, more or less, Sub-Lot #20 and Sub-Lot #14. According to the Beaufort County tax assessor map, one tract contains 8.5 acres and is assigned tax map number 300-9-3, and one tract contains 10 acres and is assigned tax map number 300-9-10.

This is the same tract of land conveyed to Ardelle S. Gardner by deed of Dan Taylor, dated October 22, 1976, and recorded on November 1, 1976, in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 241, at page 1637.

8. That Plaintiff's pleadings have been properly filed and served, and notice of this pending action and service by publication, as required by statute, have been properly conducted. All of the Defendants failed to Answer within the required period of thirty (30) days and, indeed, by the time of this hearing, except Defendants George and Pecola Knowles, John Howard, Salant Corporation, Joe Ben Taylor, Peter Nilsson, Juanita Taylor and Viola S. Taylor Richardson as representative of the Estate of Willie Taylor. All other Defendants except those identified in the immediately preceding sentence are in default, and are hereby held to be in default.

9. That Hugh K. Davis, Esquire, Guardian ad Litem Nisi, filed an Answer on behalf of the Defendants who are in the military service, whose status is unknown to the Plaintiff, and unknown minor Defendants or persons under disability, if any, wherein he states that he has no knowledge or information sufficient to form a belief as to the matters and things alleged in the Complaint, and submits the rights and interests of those Defendants to the protection of the Court.

10. That a number of exhibits were marked and entered into evidence without objection and during the course of the trial prior to settlement, including the tax map of all three parcels of property in dispute (Defendants Knowles' Exhibit #2); plat of sub-division of Lot 5 1/2, Section 12, 1S1W, Warsaw Island, Beaufort County, South Carolina, prepared by Niels Christensen, dated February 27, 1974 (Plaintiff's Exhibit #1); plat of Sub-Lot 14, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, prepared by Rod C. Spann, dated May 29, 1978 (Plaintiff's Exhibit #6); plat of property of J.B. Taylor of Lot 12, Warsaw Island, Beaufort County, South Carolina, prepared by Niels

Christensen III, dated April 11, 1989 (Defendant Taylor's Exhibit #2); names and addresses of taxpayers from the Beaufort County Courthouse for the subject property (Defendant Howard's Exhibit #1); tracing by Arthur O. Christensen of H.G. Judd's plat of Section 12, Township 1S1W, Warsaw Island, Beaufort County, South Carolina, undated (Plaintiff's Exhibit #14); plat for Joe Ben Taylor of Lot 12, Section 1S1N, Warsaw Island, Beaufort County, South Carolina, prepared by Jerry L. Richardson, dated May 16, 1983 (Defendant Taylor's Exhibit #1); plat of Section 11 and 12, 1S1E, Warsaw Island, Beaufort County, South Carolina, dated December 1989 (Defendant Taylor's Exhibit #3); plat for Leroy Gardner and Peter Nilsson for part of Lot 12 and Lot 14, Warsaw Island, Beaufort County, South Carolina, dated May 8, 1990, prepared by Niels Christensen IV (submitted without objection by the parties subsequent to the hearing); plat prepared for Ardelle Gardner, Section 12, 1S1W, Lot 15, Warsaw Island, Beaufort County, South Carolina, dated November 11, 1976, prepared by Rod C. Spann (Defendant Knowles' Exhibit #3); and a number of other documents, including, but not limited to, deeds which Plaintiff claims establish his chain of title to the parcels of property which are the subject of this title clearance action.

11. That there is only a contest among and between just a few Defendants when closely scrutinizing this matter. Defendant Viola S. Taylor Richardson, who claims she is the representative for the Estate of Defendant Willie Taylor, was involved only to the extent of ensuring that Ardelle S. Gardner's property did not encroach on that of Willie Taylor, as they have a common boundary, and there was no evidence to substantiate the property of either encroached upon the other. Defendant Salant

Corporation claimed a judgment against Leroy Gardner, Jr., but that claim was discharged in bankruptcy, and for that same reason Defendant United Parcel Service apparently decided not to file an Answer. In short, C. Scott Graber, Esquire, represented Juanita and Joe Ben Taylor and Peter Nilsson on a claim in dispute in reference to the boundaries of Lot 12 and Lot 14, Warsaw Island, Beaufort County, South Carolina; and Thomas C. Davis, Esquire, represented George and Pecola Knowles as to Lot 5 1/2, Section 12, 1S1W, Warsaw Island, Beaufort County, South Carolina; and Thomas C. Davis, Esquire, also represented John Howard as to Lot 15, Section 12, 1S1W, Warsaw Island, Beaufort County, South Carolina. These were the only three claims in controversy.

12. That Plaintiff's chain of title as to Tract B, described hereinabove, being Lot 15 and Sub-lots 14 and 20, Section 12, 1S1W, Warsaw Island, Beaufort County, South Carolina, reflects conveyance of this property to Plaintiffs by Robert F. Anderson, Trustee in Bankruptcy for Leroy Gardner, Jr., to Leroy Gardner, Sr., Charles W. Gardner, Ronald Lee Gardner and Mary Jane Gardner by instrument dated June 1, 1988, and recorded in Deed Book 503, at page 2141. Then the remainder of the heirs of Ardelle S. Gardner conveyed all of their interests in Tract B to Plaintiff Leroy Gardner, Sr.: deed from Charles W. Gardner to Leroy Gardner, Sr., dated February 12, 1988, and recorded in Deed Book 550, at page 941; deed from Ronald Lee Gardner to Leroy Gardner, Sr., dated February 12, 1988, and recorded in Deed Book 550, at page 936; and deed from Mary Jane Gardner to Leroy Gardner, Sr., dated February 12, 1988, and recorded in Deed Book 550, at page 931. Dan Taylor conveyed Tract B to Ardelle S. Gardner by instrument dated October 22, 1976, and recorded in

Deed Book 241, at page 1637. Dan Taylor obtained Tract B by deed from the Forfeited Land Commission, dated February 12, 1941, and recorded in Deed Book 55, at page 481 1/2. The Forfeited Land Commission obtained title to the property in a tax sale by tax deed from Sheriff J.E. McTeer against the Estate of Billie Taylor, by instrument dated April 18, 1938, and recorded in Deed Book 55, at page 137. Billie Taylor came into title of the property by instrument from Samuel Mattis, dated December 2, 1889, and recorded in Deed Book 17, at page 247.

13. That Plaintiff's chain of title as to Tract A, described hereinabove, being a part of Lot 5 1/2, Section 12, 151W, Warsaw Island, Beaufort County, South Carolina, reflects conveyance of this property to Plaintiffs by Robert F. Anderson, Trustee in Bankruptcy for Leroy Gardner, Jr., to Leroy Gardner, Sr., Charles W. Gardner, Ronald Lee Gardner and Mary Jane Gardner by instrument dated June 1, 1988, and recorded in Deed Book 503, at page 2141. Then the remainder of the heirs of Ardelle S. Gardner conveyed all of their interests in Tract A to Plaintiff Leroy Gardner, Sr.: deed from Charles W. Gardner to Leroy Gardner, Sr., dated February 12, 1988, and recorded in Deed Book 550, at page 941; deed from Ronald Lee Gardner to Leroy Gardner, Sr., dated February 12, 1988, and recorded in Deed Book 550, at page 936; and deed from Mary Jane Gardner to Leroy Gardner, Sr., dated February 12, 1988, and recorded in Deed Book 550, at page 931. Ardelle S. Gardner obtained title to Tract A by instrument from Charles W. Gardner, dated November 10, 1975, and recorded in Deed Book 232, at page 1401. Charles W. Gardner came into title to the property from John Mattis by instrument dated October 14, 1974, and recorded in Deed Book 224, at page 769. John Mattis obtained the property at a tax sale by way of tax

deed from Sheriff J.E. McLeer, dated October 20, 1952, and recorded in Deed Book 67, at page 60, against the Estate of Eugenia Danner. There is a break in the chain of title in that no deed was produced showing an in-conveyance to the tax defaulter, Eugenia Danner. The next and final deed in the chain of title produced was a deed from George W. Woodman to Samuel Mattis, dated March 11, 1870, and recorded in Deed Book 4, at page 497.

14. That, after Plaintiff had presented his case in chief and Defendant John Howard had begun to present his case, the parties advised the Court that they had reached an agreement, the terms of which are as follows:

- (1) That Plaintiff, by virtue of having acquired all of the interests of all other heirs of Ardelle S. Gardner, owns the two acres in Lot 5 1/2, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, with boundaries as specifically delineated on the plat of this property prepared by Niels Christensen, dated February 27, 1974, revised October 1, 1974, and recorded in Plat Book 23, at page 13, in the Office of the Clerk of Court for Beaufort County, South Carolina. This parcel of property is also described in that deed from Charles W. Gardner to Ardelle S. Gardner, dated November 10, 1975, and recorded in Deed Book 232, at page 1401, in the Office of the Clerk of Court for Beaufort County, South Carolina. It is further agreed in this regard that Defendants George and Pecola Knowles own the one (1) acre square parcel of property contiguous to the two (2) acres of property owned by Ardelle S. Gardner, particularly

described in the plat prepared by Niels Christensen referenced immediately above.

- (2) That by virtue of Plaintiff having acquired all of the interests of the living heirs of Ardelle S. Gardner, there is no dispute as to title, boundaries or otherwise on Sub-Lot 20, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, in accordance with the deed from Dan Taylor to Ardelle S. Gardner, dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 241, at page 1637.
- (3) That the Plaintiff, by virtue of having acquired all of the interest ~~of the heirs of Ardelle S. Gardner, more particularly~~ ~~15, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, more particularly~~ described on that plat prepared for Ardelle S. Gardner by Rod C. Spann dated November 11, 1976, and recorded in Plat Book 28 at Page 21, save and excepting, however, ~~the 105-acre portion of Lot 15 situate immediately below the unmoved Beaufort County road, running in a generally southwest to northeast direction, said portion of Lot 15 being more particularly shown on a plat prepared by Niels Christensen, IV dated June 5, 1990, attached hereto and incorporated as a part hereof, said piece of Lot 15 being owned by the Defendant John Howard; and further save and excepting the portion of Lot 15 which consists of a portion of the unmoved Beaufort County road running generally southeast to~~

~~not a part of the 1989 Beaufort County Tax~~
Maps as Parcel 5A, Map 9, District 300, the ownership of said triangular tract being unknown. This is the same property described in the deed of Lot 15, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina from Dan Taylor to Ardelle S. Gardner, dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 241 at Page 1637, except as to the ~~portion of the road~~ of the unpaved county road (which belongs to John Howard) and the triangular parcel southwest of the unpaved county road, the ownership of which is unknown, reflected in the survey for Ardelle S. Gardner prepared by Rod C. Spann dated November 11, 1976, and recorded in Plat Book 28 at Page 21. The 1.054 acre piece of Lot 15 shown on the plat for John Howard (attached hereto) was acquired by John Howard from Dan Taylor by way of deed dated July 24, 1960, and recorded in Deed Book 102 at Page 270. The Plaintiff is the only individual who could possibly contest John Howard's ownership of this 1.054 acre tract, and he has stipulated that John Howard owns this parcel in fee simple. ~~The Plaintiff~~
~~cannot contest the respective portions of Lot 15 owned~~
~~by the Plaintiff and John Howard.~~

- (4) That the Plaintiff, by virtue of having acquired all of the interests in the property of the other heirs of Ardelle S. Gardner, owns Lot 14, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, constituting

8.59 acres, more particularly described in that plat prepared for Leroy Gardner and Peter Nilsson by Niels Christensen IV, dated May 8, 1990. This is the same Sub-Lot 14, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, conveyed by Dan Taylor to Ardelle S. Gardner by deed dated October 22, 1976, and recorded in Deed Book 241, at page 1637, in the Office of the Clerk of Court for Beaufort County, South Carolina, except that it does not contain 10.4 acres, but 8.59 acres.

15. As to the property described in paragraph 14, above, which constitute the subject of the agreement of the parties, ~~the Court finds that Plaintiff has established the real property interest in the property, improved and maintained improvements on the property and evidenced other indicia of ownership in the property for a period in excess of twenty (20) years. Plaintiff has exercised ownership of all parcels described in the agreement openly, hostilely, continuously and adversely for more than twenty (20) years and his predecessors and those of his predecessors are sufficient to bar the claims of any and all Defendants.~~

16. I find that the agreement of the parties is fair and equitable, and in accordance with and supported by the evidence and chains of title, and that title to the property which is the subject of the agreement should be confirmed and quieted in the Plaintiff; and that the claims, rights, title, interests, estates and liens to or upon said property by any of the Defendants should be barred.

Based upon the foregoing findings of salient facts, I conclude as a matter of law that all parties have been properly served and noticed, and

this Court has jurisdiction over all the parties and the subject matter hereof. I further conclude as a matter of law that all title and right to the property which is the subject of the agreement between the parties should be confirmed and quieted into Plaintiff Leroy Gardner, Sr.; and that the claims of any and all of the Defendants to said property should be forever barred, and the Lis Pendens should be dismissed.

Now, therefore, it is accordingly

ORDERED, ADJUDGED and DECREED that all right, title and interest in and to the real property described immediately hereinbelow is confirmed and quieted in the Plaintiff, Leroy Gardner, Sr.; and that the claims of any and all Defendants to said property are forever barred:

- (1) ALL that certain piece, parcel and lot of land, consisting of two (2) acres, situate, lying and being on Warsaw Island, St. Helena Township, Beaufort County, South Carolina, and designated as a part of Lot 5 1/2, Section 12, 1S1W. For a more complete description as to metes, courses, distances and bounds, reference may be had to the plat of this property prepared by Niels Christensen, dated February 27, 1974, revised October 1, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 23, at page 13.

This is the same tract of land conveyed to Ardelle S. Gardner by Charles W. Gardner by deed dated November 10, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 232, at page 1401.

- (2) ALL that certain piece, parcel and lot of land, situate, lying and being on Warsaw Island, St. Helena Township, Beaufort County, South Carolina, and designated as Sub-Lot 20, Section 12, 1S1W.

This is a portion of the same tract of land conveyed to Ardelle S. Gardner by deed from Dan Taylor dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 241, at page 1637.

- (3) ALL that certain piece, parcel and lot of land, consisting of 8.91 acres, situate, lying and being on Warsaw Island, St. Helena Township, Beaufort County, South Carolina, and

designated as Lot 15, Section 12, 1S1W. For a more complete description as to metes, courses, distances and bounds, reference may be had to the plat prepared for Ardelle S. Gardner by Rod C. Spann, dated November 11, 1976, and recorded in Plat Book 28, at page 21.

SAVE AND EXCEPT: The thirty (30) foot dirt road running in a generally southwest to northeast direction across Lot 15 and that 1.054 acre portion of Lot 15 immediately below (southeast) the thirty (30) foot dirt road, owned by Defendant, John Howard; and the parcel constituting a triangle immediately below (northeast) the twenty (20) foot dirt road, the ownership of which is unknown, as reflected in the plat prepared by Rod C. Spann for Ardelle S. Gardner, just referenced.

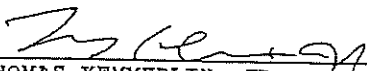
This is a portion of the same tract of land conveyed by deed from Dan Taylor to Ardelle S. Gardner, dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 241, at page 1637.

- (4) ALL that certain piece, parcel and lot of land, consisting of 8.59 acres, situate, lying and being on Warsaw Island, St. Helena Township, Beaufort County, South Carolina, and being designated as Sub-Lot 14, Section 12, 1S1W. For a more complete description as to metes, courses, distances and bounds, reference may be had to the plat of this property prepared for Leroy Gardner and Peter Nilsson by Niels Christensen IV, dated May 8, 1990, attached hereto and made a part hereof by reference.

This is a portion of the tract of land conveyed by Dan Taylor to Ardelle S. Gardner by deed dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 241, at page 1637.

IT IS FURTHER ORDERED that the Lis Pendens filed in this action is hereby dismissed.

AND IT IS SO ORDERED.


THOMAS KEMMERLIN, JR.
Master-in-Equity

Beaufort, South Carolina

November 22, 1990

PROPERTY OF J.B. TAYLOR (LOT 12) & PROPERTY TO BE CONVEYED TO J.B. TAYLOR

LOT 12, AND A PORTION OF LOTS 11 AND 13, WARSAW ISLAND

ST. HELENA TOWNSHIP

BEAUFORT COUNTY, SOUTH CAROLINA

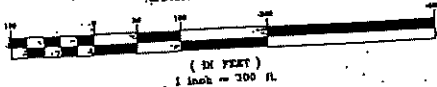
FEBRUARY 7, 1994

REFERENCES: L-0079, T-5090, S-0881, S-0207A, S-0008

TOWN 300-B-12, 4D, -4 (PORTION)

SCALE: 1" = 300'

GRAPHIC SCALE



FILED
JUNE 4, 1994
BEAUFORT COUNTY, S.C.
58 MAY 28 PM 3:47
BK 65 PG 77
FOLDER#



NO SCALE

EXEMPT

This development plan shown hereon is exempt from the requirements of the Beaufort County Development Standards Ordinance according to the provisions of Article 2, Section 2.26 of the Beaufort County Ordinance.

LEGEND
CMO = CONCRETE MONUMENT, OLD
CMN = CONCRETE MONUMENT, NEW
I.O. = IRON, OLD

COUNTY ROAD 65' R/W

FORMERLY
JOE HEYWARD

UNPAVED ENTRANCE ROAD

JEFFREY GARDNER

2.857 acres

WILLIS R. GARDNER, JR.

J.B. TAYLOR

LOT 12
9.046 acres

JEFFREY

LILLIAN
NILSSON

FRANK A. RADIO &
SHARON C. RADIO

WILLIS R. GARDNER, JR.

DEBORAH WASHPON

H/F LEROY GARDNER

LOT 14

LOT 10

ESTHER TAYLOR

TO THE BEST OF MY KNOWLEDGE AND BELIEF
THESE MEASUREMENTS ARE CORRECT AND THE
SURVEY MEETS OR EXCEEDS THE STANDARDS
SET BY THE STATE OF SOUTH CAROLINA
CLASS B SURVEY.

THIS PROPERTY IS LOCATED IN ZONE A-10 (13)
AS DETERMINED BY FEMA FIRM COMMUNITY-
PANEL NUMBER 450025 0100 D.

SURVEY & PLAT BY: WELLS CHRISTENSEN IV, RLS 13183

CHRISTENSEN SURVEYING COMPANY
1901 BOUNDARY STREET
BEAUFORT, NC 28502
(803) 254-4144

L-1022

100/

2038

26676

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) INGRESS AND EGRESS
EASEMENT

WHEREAS, J. B. Taylor, a/k/a Joe Ben Taylor, a/k/a Joseph B. Taylor, owns certain property hereinafter described; and

WHEREAS, Leroy Gardner, Sr., desires to purchase and J. B. Taylor, a/k/a Joe Ben Taylor, a/k/a Joseph B. Taylor, desires to sell an ingress and egress easement to contiguous property:

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT J. B. Taylor, a/k/a Joe Ben Taylor, a/k/a Joseph B. Taylor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration to them, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, has this day bargained and sold, and by these presents do bargain, sell, convey, transfer and deliver unto Leroy Gardner, Sr., his heirs, personal representatives, devisees, successors and assigns, an ingress and egress upon his contiguous real estate.

The land affected by the grant of this easement and right of way is located in the County of Beaufort and State of South Carolina and is more particularly described as follows:

ALL that certain piece, parcel or lot of land, with improvements thereon and being on Warsaw Island, St. Helena Township, Beaufort County, containing eight (8) acres, more or less, and being bound as follows: On the North by lands now or formerly of Victoria Gardner and lands now or formerly of Leroy and Charles Gardner and by the marsh; on the South by lands now or formerly of Willie Taylor; on the West by lands now or formerly of the Heirs of Willis Gardner. The property is also identified as Parcel 12, Map 9, St. Helena Township.

LAW OFFICE OF
BERNARD MCINTYRE
BEAUFORT, S.C.

2039

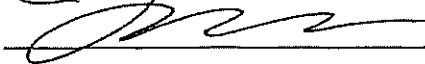
This is the property conveyed to the Grantor by deed of Arthur O. Christensen, dated March 10, 1954, and recorded in Deed Book 81, at Page 526, records of Beaufort County.

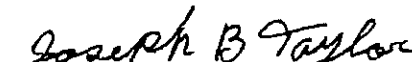
The grant of the subject easement and right of way for ingress and egress from J. B. Taylor, a/k/a Joe Ben Taylor, a/k/a Joseph B. Taylor, to Leroy Gardner, Sr., covers a strip of land on and across the above-described land, particularly described as follows:

ALL that strip of land measuring, in width, fifty (50) feet, and in length down the center line of the easement from the contiguous county road to the boundary of Leroy Gardner, Sr.'s property, running northeasterly, from marker to marker, 293.01 feet, then 95.70 feet, then 118.748 feet, then 265.638 feet, then 50.268 feet, said easement totaling 823.364 feet in length uninterrupted and continuous, and more particularly described on that plat denominated Easement from J. B. Taylor to Leroy Gardner, Sr., prepared by Neils Christensen, Jr., R.L.S. 13162, dated September 4, 1991, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, J. B. Taylor, a/k/a Joe Ben Taylor, a/k/a Joseph B. Taylor, has hereunto set his hand and seal to this grant of easement this 9th day of October, 1991.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

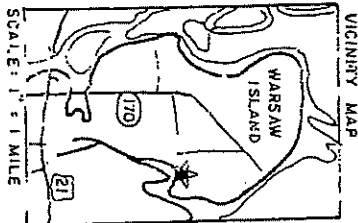

Jean A. Williams


J. B. Taylor, a/k/a
Joe Ben Taylor, a/k/a
Joseph B. Taylor

LAW OFFICE OF
BERNARD MCINTYRE
BEAUFORT, S.C.

EASEMENT FROM J.B. TAYLOR TO LEROY GARDNER, SR.
WARSAW ISLAND, BEAUFORT COUNTY, ST. HELENA ISLAND TOWNSHIP, SOUTH CAROLINA
SEPTEMBER 4, 1991
REFERENCES: L-0319

2040



EXEMPT
 The development plan shown herein is exempt from the requirements of the Beaufort County Development Standards Ordinance according to the provisions in Article 22.2(c)(1) of the Beaufort County Ordinance.

Certified by: [Signature]
 Date: 10/14/91
 Beaufort County Development Review Committee

0' 100' 200' 300'
 SCALE: 1" = 100'

I CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED IN THE P.M.

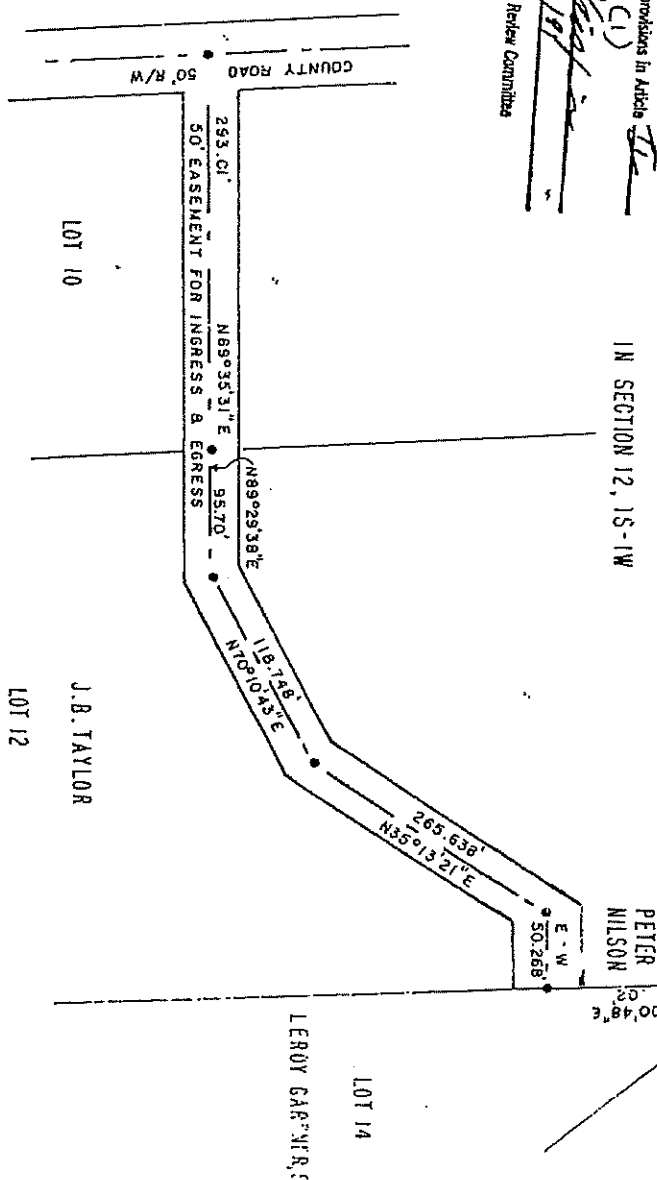
AS PROJECTED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA, FIRM NUMBER 450025 0100 D ZONE A-1 (1% A.S.)

SURVEYED BY: J. BYE
 NIELS CHRISTENSEN V.L.S. 13162
 104 BOUNDARY STREET
 BEAUFORT, SOUTH CAROLINA 29902
 TELEPHONE (252) 522-3148



[Signature]

LEGEND
 • POINT



S-0319

2041

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named J. B. Taylor, a/k/a Joe Ben Taylor, a/k/a Joseph B. Taylor, sign, seal and as his own act and deed, deliver the within written Easement and that s/he together with Bernard McIntyre witnessed the execution thereof.

SWORN to before me this 9th
October, 1991.

[Signature]
Notary Public for South Carolina

My Commission Expires: May 4, 1994

Bernard McIntyre
4:24 PM
OCT 25 1991
585
2038
[Signature]

LAW OFFICE OF
BERNARD MCINTYRE
BEAUFORT, S.C.

0001

21716

State of South Carolina,
COUNTY OF BEAUFORT

Form 14--Title to Real Estate
57810

Revised 1976

2600

Ex 11

Tract	Map	Submap	Parcel	Block
300.9			29	

3

KNOW ALL MEN BY THESE PRESENTS, THAT

I, LEROY GARDNER, SR.

in the State aforesaid _____ for and _____ in consideration of the sum of
Ten and No/100 (\$10.00), love and affection _____ DOLLARS,

to _____ in hand paid at and before the sealing of these presents by Charles W. Gardner
Route #3, Box 137

in the State aforesaid _____ the receipt whereof is hereby
St. Helena, SC 29920

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and
release unto the said Charles W. Gardner, his heirs and assigns, in fee simple,
the following described real property, to wit:

Tract A: ALL that certain piece, parcel and lot of land, consisting
of two (2) acres, situate, lying and being on Warsaw Island,
St. Helena Township, Beaufort County, South Carolina, and
designated as a part of Lot 5 1/2, Section 12, 1S1W. For a
more complete description as to metes, courses, distances
and bounds, reference may be had to the plat of this
property prepared by Neils Christensen, dated February 27,
1974, revised October 1, 1974, and recorded in the Office of
the Clerk of Court for Beaufort County, South Carolina, in
Plat Book 23, at page 13.

This is the same tract of land conveyed to Ardelie S.
Gardner by Charles W. Gardner by deed dated November 10,
1974, and recorded in the Office of the Clerk of Court.

BBT 9961.0001

Gardner
P. 747 747
58

Tract C: ALL that certain piece, parcel and lot of land, consisting of 8.91 acres, situate, lying and being on Warsaw Island, St. Helena Township, Beaufort County, South Carolina, and designated as Lot 15, Section 12, 1S1W. For a more complete description as to metes, courses, distances and bounds, reference may be had to the plat prepared for Ardelle S. Gardner by Rod C. Spann, dated November 11, 1976, and recorded in Plat Book 28, at page 21:

SAVE AND EXCEPT: The thirty (30) foot dirt road running in a generally southwest to northeast direction across Lot 15 and that 1.054 acre portion of Lot 15 immediately below (southeast) the thirty (30) foot dirt road, owned by John Howard; and the parcel constituting a triangle immediately below (northeast) the twenty (20) foot dirt road, the ownership of which is unknown, as reflected in the plat prepared by Rod C. Spann for Ardelle S. Gardner, just referenced.

This is a portion of the same tract of land conveyed by deed from Dan Taylor to Ardelle S. Gardner, dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 241, at page 1637.

The Grantor herein Leroy Gardner, Sr., became seized and possessed of all three tracts of realty referenced immediately above, Tracts A, B and C, by Decree of Title Clearance entered by the Master-In-Equity Court, for Beaufort County, South Carolina, in Leroy Gardner, Sr. vs. Ardelle S. Gardner, et al. Case Number 89-CP-07-879 on November 20, 1990 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, under Judgment Roll Number 82475.

This deed was prepared by the Law office of Bernard McIntyre, 1606 King Street, Beaufort, South Carolina 29902, without benefit of a title search and does not constitute a certification of title.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

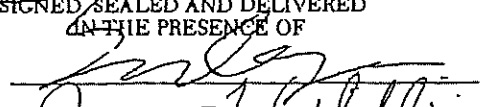
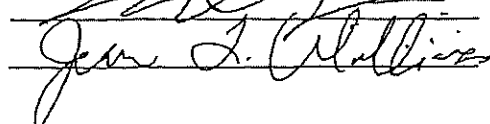
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Charles W. Gardner, his Heirs and Assigns forever.

AND I do hereby and my Heirs, assigns
Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said
Charles W. Gardner, his
Heirs and Assigns, against me and my Heirs, and all persons whomso-
ever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 5th day of July
in the year of our Lord one thousand nine hundred and ninety three and in the two hundred and
seventeenth year of the Sovereignty and Independence of the United States of America.

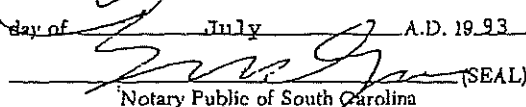
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

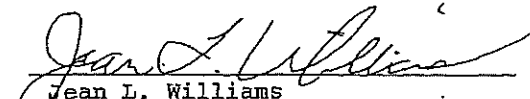
 Leroy Gardner, Sr. (L. S.)
 Jean L. Williams (L. S.)

The State of South Carolina,

Beaufort County.

PERSONALLY appeared before me Jean L. Williams
and made oath that she saw the within named Leroy Gardner, Sr.
sign, seal, and as his act and deed, deliver the within written Deed,
and that she with Bernard McIntyre, Esquire
witnessed the execution thereof.

SWORN to before me, this 5th
day of July A.D. 1993
 (SEAL)
Notary Public of South Carolina
My Commission Expires: 05/04/94


Jean L. Williams

2603

FILED
THERESA J. JORDIS
CLERK
COUNTY, S.C.
93 JUL -6 PM 4:41
BK 635 PG 2600
FOLDER #

Bernard McIntyre, Esquire

State of South Carolina,

Leroy Gardner, Sr.

TO

Charles W. Gardner

TITLE TO REAL ESTATE

Filed _____ day
of _____ A.D. 18____
at _____ o'clock _____ M.
and recorded in Book _____
Page _____, Fee, \$ _____

R. M. C. or Clerk Court C.P. & C. S.
County, S.C.

Recorded this 30th day
of July, 1893
in Book 3 Page 654
Fee, \$ 1.00

Auditor B. A. [Signature] County, S. C.

BBT 9961.0001

Gardner
P. 759

#12

Deed John Howard to
Pearl Howard

10/19/93

10/19/93

STATE OF SOUTH CAROLINA
County of Beaufort

44401

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOHN HOWARD,
in consideration of the sum of Ten Dollars (\$10.00) and ^{NO} other 449
good and valuable consideration, to me in hand paid at and
before the sealing of these presents by PEARL HOWARD, the
receipt whereof is hereby acknowledged, have granted, bargained,
sold and released, and by these Presents do grant, bargain, sell
and release unto PEARL HOWARD, that real property known and
described as, all of: 33 PALISADE AVENUE Apt # 449
JERSEY CITY, NJ 07306

That 1.9 acres of Wassau Island, St. Helena
Township, Beaufort County, South Carolina, bounded to
the North and West by land now or formerly of Dan
Taylor, East by the public road and South by marsh
land between Wassau Island and St. Helena. The North
side of this lot of land runs at right angles to the
road and measures 200 feet. The East line, along the
road measures 430 feet from North to South. The South
side bears approximately South 70 Degrees West, for
about 210 feet to a concrete block which is 487 feet
South from another concrete block marking the
Northwest corner of this land.

This is the Southeast portion of that land
conveyed to Dan Taylor by deed recorded in Book Of
Deeds 55, on Page 481, formerly belonging to Billie
Taylor, and is the same property conveyed by Dan
Taylor to John Howard, Recorded in Book 102, Page 270,
Beaufort County, South Carolina.

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 PEARL HOWARD, her Heirs
and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors
and Administrators, to warrant and forever defend, all and
singular, the said Premises unto the said PEARL HOWARD and her
Heirs and Assigns, against me and my Heirs and all others
P. 551 751

BBT 9961.0001
Gardner

lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 19th day of OCTOBER, 1993.

450

John Howard (L.S.)
JOHN HOWARD

Signed, sealed and delivered
in the presence of:

Anne W. Maloney
William L. Linnors

STATE OF NEW JERSEY)
COUNTY OF HUDSON)

PERSONALLY appeared before me ANNE W. MALONEY
and made oath that SHE saw the within named JOHN HOWARD, sign,
seal and as his act and deed, deliver the within written Deed,
and that SHE with _____
witnessed the execution thereof.

SWORN to before me this 19th day of OCTOBER, 1993.

William L. Linnors (SEAL)
Notary Public, State of NEW JERSEY
County of HUDSON

RENUNCIATION OF DOWER

The undersigned Notary Public, hereby certifies that
JOHN HOWARD, the Grantor in the above described conveyance of
real property, has under oath duly administered, stated without
equivocation that he is a single man without obligation of
dowery, and that there is no claim of dower, in or to all and
singular the premises described above.

Given under my Hand and Seal on this 19th day of
OCTOBER, 1993

BBT 9961.0001
P. Gardner (SEAL)
Notary Public, State of NEW JERSEY
County of HUDSON
75

Paul Howard

RECEIVED
FEB 14 1973

EX 673 PG 449

FOLDER #

RECORDED THIS
OR
IN BOOK
PAGE 18223
FEB 14 1973
Paul Howard

AUDITOR, BEAUFORT COUNTY, S.C.

#12

Deed John Howard to
Pearl Howard

10/19/93

STATE OF SOUTH CAROLINA
County of Beaufort

44401

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOHN HOWARD,
in consideration of the sum of Ten Dollars (\$10.00) and ^{NO} other

449

good and valuable consideration, to me in hand paid at and
before the sealing of these presents by PEARL HOWARD, the
receipt whereof is hereby acknowledged, have granted, bargained,
sold and released, and by these Presents do grant, bargain, sell
and release unto PEARL HOWARD, that real property known and
described as, all of: 33 PALISADE AVENUE Apt # 449
JERSEY CITY, NJ 07306

That 1.9 acres of Wassau Island, St. Helena
Township, Beaufort County, South Carolina, bounded to
the North and West by land now or formerly of Dan
Taylor, East by the public road and South by marsh
land between Wassau Island and St. Helena. The North
side of this lot of land runs at right angles to the
road and measures 200 feet. The East line, along the
road measures 430 feet from North to South. The South
side bears approximately South 70 Degrees West, for
about 210 feet to a concrete block which is 487 feet
South from another concrete block marking the
Northwest corner of this land.

This is the Southeast portion of that land
conveyed to Dan Taylor by deed recorded in Book Of
Deeds 55, on Page 481, formerly belonging to Billie
Taylor, and is the same property conveyed by Dan
Taylor to John Howard, Recorded in Book 102, Page 270,
Beaufort County, South Carolina.

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 PEARL HOWARD, her Heirs
and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors
and Administrators, to warrant and forever defend, all and
singular, the said Premises unto the said PEARL HOWARD and her
Heirs and Assigns, me and my Heirs and all others

BBT 9961 0001

Gardner

Page 754 of 86

lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 19th day of OCTOBER, 1993.

450

John Howard (U.S.)
JOHN HOWARD

Signed, sealed and delivered
in the presence of:

Anne W. Maloney
Silvia L. Simon

STATE OF NEW JERSEY)
COUNTY OF HUDSON)

PERSONALLY appeared before me ANNE W. MALONEY
and made oath that SHE saw the within named JOHN HOWARD, sign,
seal and as his act and deed, deliver the within written Deed,
and that SHE with _____
witnessed the execution thereof.

SWORN to before me this 19th day of OCTOBER, 1993.

Silvia L. Simon (SEAL)
Notary Public, State of NEW JERSEY
County of HUDSON

RENUNCIATION OF DOWER

The undersigned Notary Public, hereby certifies that
JOHN HOWARD, the Grantor in the above described conveyance of
real property, has under oath duly administered, stated without
equivocation that he is a single man without obligation of
dowery, and that there is no claim of dower, in or to all and
singular the premises described above.

Given under my Hand and Seal on this 19th day of
OCTOBER, 1993.

BBT 9961.0001
John Gardner (SEAL)
Notary Public, State of NEW JERSEY
County of HUDSON

Pearl Howard

RECORDED
INDEXED

EX-673 PG 449

FOLDER #

RECORDED THIS

OR

IN BOOK

PAGE

RECORDED

AUDITOR, BEAUFORT COUNTY, S. C.

1126

**MORTGAGE
OF
REAL PROPERTY**

WITNESSETH:

This mortgage was prepared by Louis C. Dove, P.A., 133 Sea Island Parkway, Beaufort, South Carolina 29902.

TOGETHER with all and singular rights, members, tenements and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter annexed thereto fall of the same being deemed part of the Property and included in any reference thereto);

TO HAVE ANYTHING TO DO WITH THE BBT 0961 0004

07/19/2018 THU 8118 14X

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, terminate and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. **Maintenance.** Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will properly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will not do timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

2. **Assignment of Rents and Profits.** Compliance with Leases. As further security for all moneys secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property; provided, however, that as long as no Default, as hereinafter defined, has occurred, Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Mortgagee therefore. Mortgagor shall not, without the prior written consent of Mortgagee, further assign the rents from the Property, nor enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering the Property or any part thereof, and any such assignment or act without the express written consent of Mortgagee shall be void. Mortgagor will comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof.

3. **Insurance.** Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood and earthquake. Such insurance will be on a replacement cost basis and will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York Standard form of mortgage clause or such other form of mortgage clause as may be required in South Carolina and shall not be cancellable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee. Mortgagee hereby assigns to Mortgagee the right to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any moneys secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any moneys secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance retained hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements herein. If Mortgagor fails to insure the Property as herein required, Mortgagee may after giving ten (10) days written notice to Mortgagor so insure the Property in the name of Mortgagor or in the name of Mortgagee or both, and the payment for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Property which is in the custody of Mortgagee, including right to unearned premiums, shall vest in the purchase of the Property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such purchase. This appointment is coupled with an interest and shall be irrevocable.

4. **Taxes and Assessments.** Mortgagor will pay all taxes, assessments and other charges which vestalists or are assessed by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge as long as the collection of the same by foreclosure of the lien upon the Property is stayed during the dependency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

5. **Retains.** Mortgagee may, at its option, require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making any required payments of principal and interest until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly taxes, insurance and assessments as estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due all taxes, insurance, assessments and other charges against the Property or any part thereof. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, insurance, assessments and similar

BBT 9961.0001

Gardner
P. 758

at the rate of interest provided for in the Note or the highest lawful rate, whichever is lower. Payments made for taxes by Mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

7. **Condemnation.** Mortgagee shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any payment or award in which Mortgagee would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

8. **Default.** The occurrence of any of the following events shall be deemed a Default under the Mortgage:

- (a) failure of Mortgagor to pay any installment of principal or interest upon the Note when due;
- (b) failure of Mortgagor to pay any other sum secured by this Mortgage upon demand;
- (c) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage within ten (10) days following the giving of notice by Mortgagee to Mortgagor to observe or perform the same; or
- (d) adjudication of Mortgagor as bankrupt, written admission by Mortgagor of an inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor, or acquiescence by Mortgagor to any such request or petition made by another person.

9. **Remedies.** Upon the occurrence of a Default as herein above defined, Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. During the pendency of any such proceedings, Mortgagee shall be entitled to the appointment of a receiver to collect the rents and profits from the Property, without regard to the value of the Property or other security for the sums secured hereby or the sufficiency thereof for the payment of such sums. At foreclosure Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Mortgagee simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

10. **Waiver.** Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any other right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

11. **Notice.** Any notices given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

12. **Transfer of Property.** Mortgagor shall not sell, convey, transfer, lease or further encumber any interest in or any part of the Property, without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain any interest in all or any part of the Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor.

13. **Waiver of Appraisal, Valuation, Stay, Extension, and Redemption Laws.** Mortgagor agrees to the full extent provided by law that in case of a default on its part hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, or foreclosure of this Mortgage, or the absolute sale of the Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchase thereof, and Mortgagee, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshalled upon any foreclosure of the lien hereof or to have the Property appraised for the purpose of reducing any deficiency judgment obtained against Mortgagor upon foreclosure of this Mortgage and Mortgagor further agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety.

BBT-9984-000 In accordance with the laws of South Carolina.

Gardner
P. 7649

WVA 61:6 DNE 8102/61/20

15. **Mortgage Not Assumable.** Mortgagor agrees that this Mortgage is not assumable without the prior written consent of Mortgagee (which consent Mortgagee shall be under no obligation to give) and that any purported assumption without Mortgagee's consent shall be void.

16. **Debt due on Sale or Transfer.** In the event of sale of the mortgaged Property or the transfer of any interest therein to any transferee, excepting only the creation of lien or encumbrance junior to the lien of this Mortgage, Mortgagor agrees that the Mortgagee may, at its sole option, declare all sums secured by this Mortgage immediately due and payable in full. If Mortgagee exercises its option to declare the entire amount so secured to be paid in full, it shall give written notice to Mortgagor who shall have a period of (thirty (30) days after the date such notice is required to pay the amount declared to be due. If Mortgagor fails to pay such sum prior to the expiration of such period, Mortgagee may without further notice or demand invoke all remedies provided by paragraph 9 of this Mortgage.

17. **Riders in this Mortgage Instrument.** If one or more riders are executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. (Check applicable box(es))

☐ Adjustable Rate Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider
☐ 1-4 Family Rider	☐ Balloon Payment Rider
☐ Other(s) (specify)	

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained by the Mortgage Instrument and in any rider(s) executed by Mortgagor and recorded with it.

18. **Additional Provisions.**

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Cynthia D. Webb Charles W. Gardner (Seal)
Louis O. Dore CHARLES W. GARDNER (Seal)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF BEAUFORT

Before me, the undersigned notary public, personally appeared Cynthia D. Webb, who, being duly sworn, deposed and said that he saw CHARLES W. GARDNER, sign, seal and deliver the foregoing Mortgage and that he, together with Louis O. Dore, witnessed the execution thereof.

SWORN to and subscribed before me this

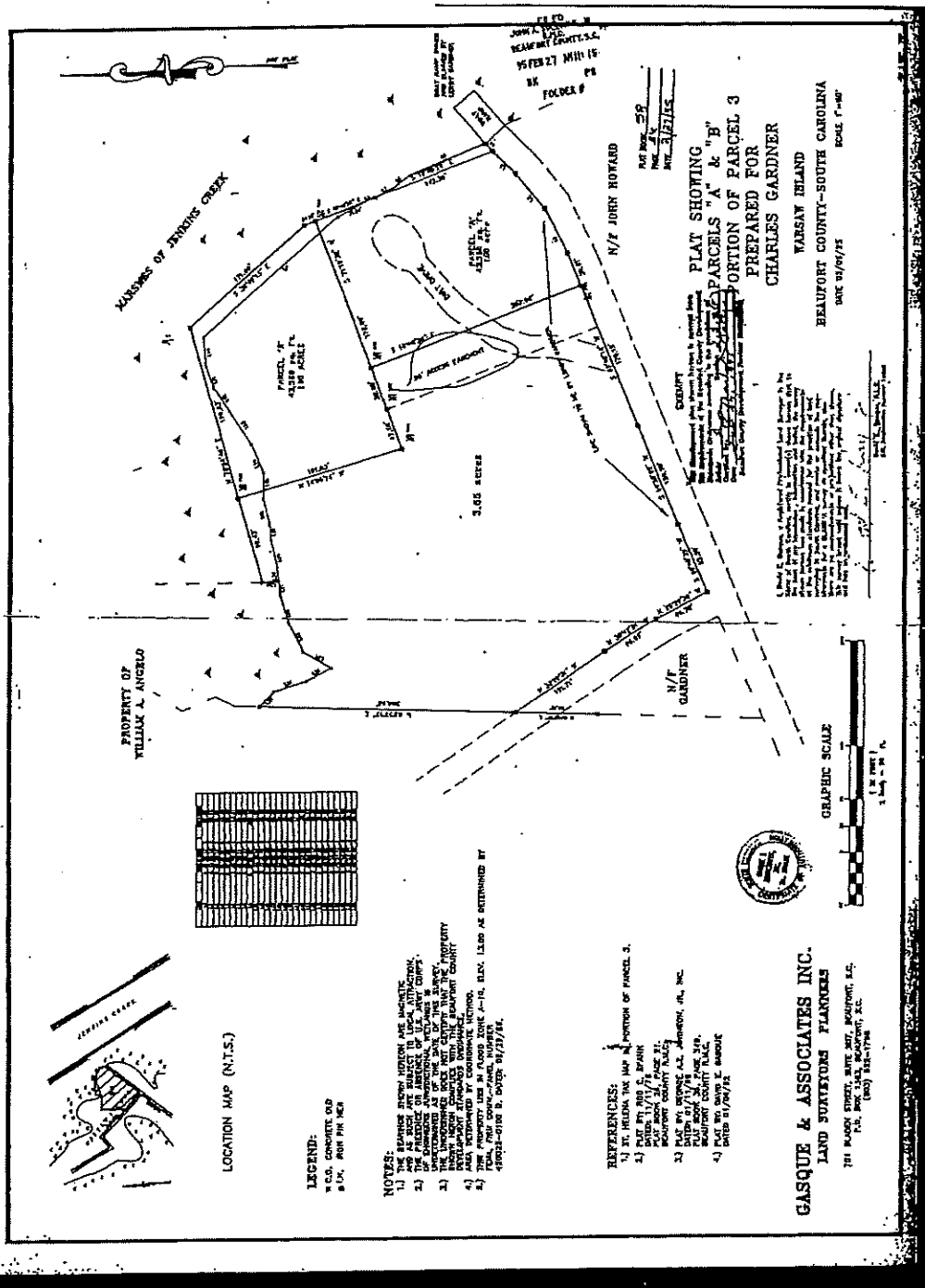
17th day of November, 1993
Louis O. Dore (Seal)
 Notary Public for South Carolina
 My Commission expires: 12-5-93

Cynthia Webb

Nov 15
 THOMAS A. HENRIS
 BEAUFORT COUNTY CLERK
 10:00 PM 11/15/93
 CH 666 PG 1126
 FOLDER #

#14

52/36



BBT 9961.0001
Gardner
69

10-13

49195

INDENTURE, made this 1st day of April, 1977, by and between Charles W. Gardner of the _____
of _____, County of _____ and State of South Carolina (hereinafter called Grantors),
and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South
Carolina (hereinafter called Grantee).

WITNESSETH

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors, being the owners of land situate in the County of Beaufort, State of South Carolina, hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, personally maintain and operate an electric line or lines consisting of any or all of the following: poles, conductors, overhead and underground lighting protective wires, municipal, public, or private communication wires, underground cables, conduits, transformer pads, guys, back braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across, through, and under land described as follows: a tract or lot of land containing 5.57 Acres, more or less, and being the same lands conveyed to grantor by deed or will of Leroy Gardner Sr., dated July 30, 1993, and recorded in the R. M. C. Probate Judge's Office for Beaufort county, in Deed Book 635 at page 2666.

A tract of land located at or near the intersection of Warsaw Island Drive and Ashton Drive. Said tract being on the north side of Warsaw Island Drive.

Right of way for an electric line along grantors common boundary with Warsaw Island Drive.

TMS: 309-669-002-0003-0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary, and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbush and other obstructions that are within, over, under or through a strip of land extending Ten (10) feet on either side of the center of any wire, cable, or conduits as they may be located now or in the future, provided, however, any damage to the property of Grantors (other than that caused by tripping, cutting, or removing) caused by Grantor in maintaining or repairing said lines, shall be borne by Grantee; provided further, however that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will come within the above specified number of feet of any wire strung on the said lines or over any such cables, pipes, conduits, or other associated facilities, and in case such structure is built, then the Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Grantee herein. Together also with the right of entry upon the Grantor's said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

J. C. C. C.

John J. Corcoran

Charles W. Gardner (SEAL)
Charles W. Gardner

(SEAL)

(Seal)

(SEAL)

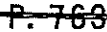
57231

RW-4-E-SC (Rev. 11-55)

BBT 9961.0001

Gardner

P. 762



2/10/13

BEAUFORT COUNTY SC-ROD COUNTY TAX 4.40
BK 03296 PGS 1937-1938 STATE TAX 10.40
DATE: 01/17/2014 11:10:20 AM
INST # 2014002400 RCPT# 733525

#17

tax deed, it's
Gabardy Trust

THE STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) TAX TITLE BY THE TREASURER

NOT WARRANTY TITLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the provisions of Title 12, Chapter 51, Section 10 through 170 of the South Carolina Code, 1976, as amended, entitled "Alternate procedure for Collection of Property Taxes" duly enacted by the General Assembly of the State of South Carolina, provide an additional method and procedure for the collection of delinquent property taxes, penalties and costs due to counties and other political subdivisions of the State; and

WHEREAS, the provisions of the aforesaid Title 12, Chapter 51, Sections 10 through 170, authorize the levy by distress and sale of so much of the defaulting taxpayer's estate, real, or personal, or both, as may be sufficient to satisfy the taxes, penalties and costs of sale of property following proper advertisement of the property for sale; and

WHEREAS, I, DOUGLAS E. HENDERSON, TREASURER OF BEAUFORT COUNTY, pursuant to the authority of the aforesaid provisions and amendments thereto, issued a warrant or execution in duplicate against HOWARD PEARL a defaulting taxpayer of said Beaufort County, to levy by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both as may be sufficient to satisfy the 2011 taxes and costs in the amount of \$980.72 and

WHEREAS, by virtue of said warrant or execution, Douglas E. Henderson (authorized officer) did on May 1, 2012, mail a notice of tax delinquency under cover of certified mail, restricted delivery, return receipt to said delinquent taxpayer and this notice was not received; and

WHEREAS, (in the event the certified mail notice was undelivered) the authorized officer directed to collect delinquent taxes, penalties and costs did on August 14, 2012, take exclusive possession of the property against which such taxes were assessed by posting a notice at one or more conspicuous places on the property hereinafter described, reading "seized by The Beaufort County Treasurer to be sold for delinquent taxes"; and

WHEREAS, The Beaufort County Treasurer did thereafter properly advertise for sale once a week for three successive weeks for sale in September 2012; and

WHEREAS, upon the failure of the delinquent taxpayer, or anyone acting in his behalf, to pay the taxes, penalties and costs, the property described hereinafter was duly sold at public auction on the sales day of the month of October in the year 2012 during the usual hours of sale, to Dale A. Gabardy Trust, the purchaser and the highest bidder at such sale for the sum of \$4,000.00 and furnished the purchaser a receipt for such purchase money and annexed such receipt to the duplicate warrant for the endorsement thereon of his actions thereunder; and

WHEREAS, under cover of certified mail, restricted delivery, return receipt, Douglas E. Henderson, Treasurer did, on September 6, 2013, mail a notice addressed HOWARD PEARL that the property described on the notice had been sold for taxes and advising said owner if not redeemed by paying taxes, penalties and costs in the amount of \$2,441.7, on or before October 4, 2013, a tax title would be issued to the successful purchaser at the tax sale; and was not redeemed; and

WHEREAS, twelve months have elapsed since the date of the sale for delinquent taxes, and the said HOWARD PEARL or other parties interested after due notice have failed to redeem said property so sold.

NOW THEREFOR, I, DOUGLAS E. HENDERSON, TREASURER OF THE COUNTY OF BEAUFORT, in consideration of the premises, and the sum of \$4,000.00 to me by the said Dale A. Gabardy Trust have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Dale A. Gabardy Trust

BBT 9961.0001

Gardner
P. 7672

ALL that certain piece, parcel or lot of land, situate, lying and being on St. Helena Island, Beaufort County, South Carolina, a portion of land lot 28 & 29 Section 12 1S1W containing 1.05 acres, more or less. For more legal description, see Judgment Roll 82475 and Plat Book 28 P21. Said property is further referenced in the Office of the Beaufort County Assessor as R300 009 000 010A 0000.

This is the same lot of land sold at the delinquent tax sale of
October 1, 2012, for delinquent 2011 taxes in the name of
HOWARD PEARL

DMP: R300 009 000 010A 0000

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises hereby granted, and with the appurtenances, unto the said Dale A Gabardy Trust his Heirs and Assigns forever, according the form, force and effect of the laws and usages of the State of South Carolina, in such cases made provided.

Witness my Hand and Seal this 15th day of January, in the year of our Lord Two Thousand Fourteen

Signed, Sealed and Delivered in the presence of:

[Signature]

[Signature]
Douglas E. Henderson
Treasurer of Beaufort County

State of South Carolina

County of Beaufort

Probate

Personally appeared before me [Signature] who being duly sworn, depose and said that (s) he saw the within named Douglas E. Henderson as Treasurer of Beaufort County sign, seal and deliver the within deed, and that (s) he, together with [Signature] Witness the execution thereof.

Sworn to subscribed before me

This 15th day of January, 2014
[Signature]
Notary Public of South Carolina (Seal)

My commission expires: 10/16/19

The State of South Carolina Deed

Treasurer of Beaufort County

TO

Dale A Gabardy Trust
15430 Legacy Way
Haymarket, VA 20169

*Dale A. Gabardy, Trustee of the

BBT 9961.0001

Gardner
P. 765



Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

Ex 18
Not admitted

January 2, 2015

Taylor Ruben Adams
PO Box 1084
St. Helena Island, SC 29920

Re: Request for Additional Information for Septic Tank System Application # 07-2014110008

Dear Ms. Adams:

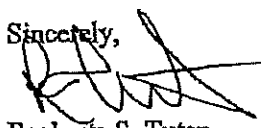
The Department has received your application for an onsite wastewater system for your property located at 240 Warsaw Island Road, Beaufort County, TMS # R300 009 000 010A 0000. During a review of your application, Department staff visited your property and conducted a soil suitability test. Based on the site evaluation and test results, we were unable to find a large enough area of suitable soils for one of the conventional or alternative onsite wastewater systems designed by the Department. These design specifications are codified in 4 S.C. Code Ann. Regs. 61-56, Sections 402 through 414.

You have the option (option 1) of consulting with an engineer and/or soil classifier to provide DHEC additional information about your site for a conventional or alternative onsite system that DHEC would design. There are also other types of onsite wastewater systems other than those designed by the Department which are referred to as specialized or "engineered" systems (option 2). If you wish to continue the permit application process, you must provide the Department with a design for a suitable system from an engineer and soil evaluations from a soil classifier. Information regarding the requirements for engineered systems is set forth in Regulation 61-56, Onsite Wastewater Systems, Section 415 Appendix O, Standard Specialized Onsite Wastewater Systems for Peak Flows <1500 GPD. A list of South Carolina licensed Professional Engineers and Soil Classifiers can be obtained through the South Carolina Labor Licensing and Regulations (SC LLR) website at: <http://www.llr.state.sc.us/>.

Please be advised that your application will remain open for forty-five (45) days from the date of this letter to allow you time to consult with an engineer or soil classifier concerning the possibility of a conventional system or other types of onsite wastewater systems for your property. If you do not provide information related to either option 1 or option 2 above from an engineer or soil classifier within the time specified, the Department will close your application. If you decide at a later date to continue the permit process, it will be necessary to reapply and additional site evaluation fees will apply.

Should you have questions regarding this letter, please contact me at (843) 846-1030.

Sincerely,


Reahmita S. Tufen

SC Department of Health and Environmental Control
Low Country EQC Region- Beaufort
104 Parker Drive, Burton, SC 29906
(843) 846-1030 (Office) (843) 846-0604 (Fax)

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
2600 Bull Street • Columbia, SC 29201 • Phone: (803) 898-3432 • www.scdhec.gov

BBT 9961.0001

Gardner

P. 766 766

Low Country Environmental Quality Control (EQC)
Beaufort Office
104 Parker Drive
Beaufort, SC 29906
843-846-1030 (Phone)
843-846-0604 (Fax)

Ruben Adams
Applicant's Name (Printed)

PO Box 1084
Applicant's Mailing Address

St Helena Is
City

SC
State

29920
Zip

(843) 476-8662
Applicant's Daytime Phone Number

adamsokative@yahoo.com
Email Address

St Helena Is SC
240 Warsaw Is Rd, Warsaw, LA
Property Location

P300 009 000 010A 0000
Property Tax Map Number

An additional fee of \$150.00 will be assessed for the following designated reason(s), including, but not limited to the examples provided:

- o Reevaluation due to improperly prepared site: Reevaluation is necessary where staff determines upon arrival that the applicant failed to properly prepare the site as required in Regulation 61-56, Section 103.1(4). For example, improperly prepared sites include those where applicant fails to designate the site or clear the property, identify necessary property lines, locate proposed or existing well(s), and/or identify the proposed location of any additional structures on the property that may influence the placement and configuration of the system.
- o Reevaluation due to project deviation from application: Deviations from an application include addition of bedrooms, changes to the location or size of the proposed system, or anything that increases the wastewater flow. For example, where the applicant (or representative) fails to site (e.g., flag proposed system location) the proposed system in the location designated in the application, staff may determine upon arrival that reevaluation is necessary to establish the suitability of the new site.
- o Reevaluation due to project deviation from issued permit: Deviations from issued permit include addition of bedrooms, changes to the location or size of the proposed system, or anything that increases the wastewater flow. For example, where the applicant/installer fails to install the system in the approved location, staff may determine upon arrival that reevaluation is necessary to establish the suitability of the new site.
- o Site evaluation for reapplication due to voided permit: Permits will be voided based on a determination that an Approval to Operate can't be issued for the installed system. For example, installed system necessitates a change in design standard. Reapplication is required if permit is voided.
- o Reevaluation due to site denial: Request for an administrative and/or field review by Central Office staff as result of a site denial will require a reevaluation fee.

*****Reevaluation fees must be paid at the local EQC office prior to further processing of your site.*****

Low Country Environmental Quality Control (EQC)

Beaufort Office
104 Parker Drive
Beaufort, SC 29906
843-846-1030 (Phone)
843-846-0604 (Fax)

Ruben Adams
Applicant's Name (Printed)

PO Box 1084
Applicant's Mailing Address

St Helena Is
City

SC 29920
State Zip

(843) 476-8662
Applicant's Daytime Phone Number

240 Warsaw Is Rd
Property Location
St Helena SC

R300 009 000 010A 0000
Property Tax Map Number

I, the applicant, have received and read the Onsite Wastewater (Septic System) Permit Process Information Sheet. I understand the property must be properly prepared for evaluation and that I must call the local EQC office at 843-846-1030 to confirm property preparation and activate the application as processing of the application will not begin until I call to activate the application. I have also been informed that reevaluation fees will be assessed based on parameters listed on the Onsite Wastewater (Septic System) Permit Process Information Sheet.

Ruben Adams
Applicant's Name (Printed)

Sept. 18, 2015
Date

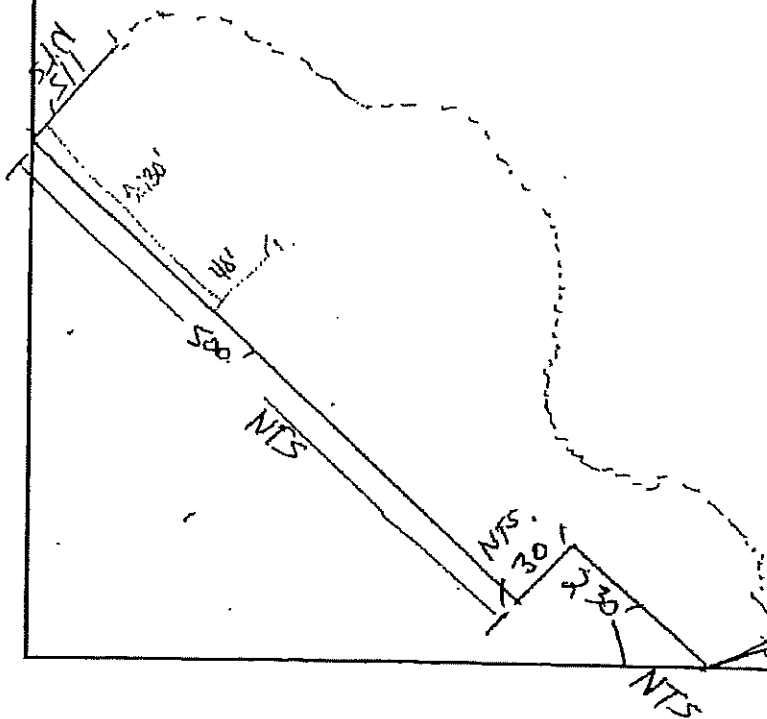
Ruben Adams
Applicant's Signature

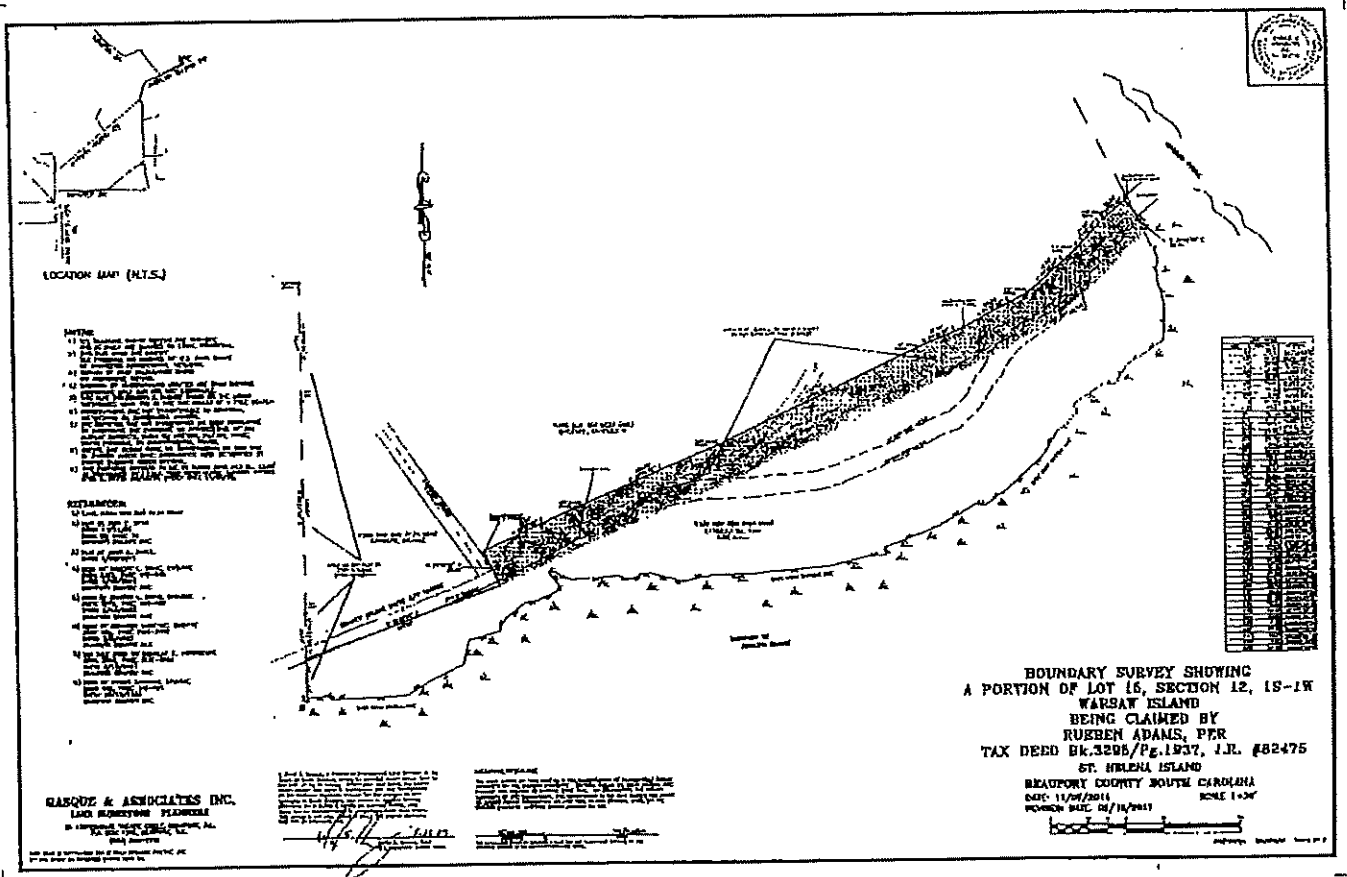
Minimum items to be noted on the sketch plan

(Note: this plan does not have to be drawn to scale, but must be legible and drawn clearly)

1	property lines (existing and proposed)
2	residence/building dimensions and exact, measured distances to the two closest property lines
3	location and dimensions of porches, decks, pools, garages/carports, and out-buildings
4	location and distances to property lines of any existing wells on the property and adjacent properties
5	location and distances to property lines of any proposed wells (private wells, public wells, irrigation wells)
6	location of existing and proposed driveways and parking areas
7	proposed location of plumbing stub-out
8	proposed location of septic tank and drain field area (drain field areas can not be built upon or driven on, so an area will need to be designated completely for onsite wastewater system placement)

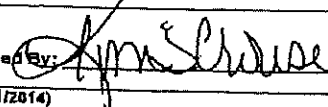
NOTE: lot is irregular in shape. Please see also survey by Gasquet Assoc.





BBT 9961.0001
Gardner
P. 7778 770

Emailed
1/26

		PERMIT TO CONSTRUCT Onsite Wastewater System		File Nbr 2014110008 County: Beaufort
Name: MR TAYLOR RUBEN ADAMS		Address: P O BOX 1084 ST. HELENA ISLAND, SC 29920		Program Code: 362
Type Facility: HOUSE		Site: 240 WARSAW ISLAND RD ST HELENA, SC 29920		System Code: 611
Subdivision:				TM#: R300-009-000-010A-0000
Block:	Lot:			Water Supply: PRIVATE
PERMIT TO CONSTRUCT SYSTEM SPECIFICATIONS				
Daily Flow (gpd): 480	Tank Sizes (gal): Septic Tank: 1000	Pump Chamber: 500	Grease Trap:	
LTAR: .75	Trenches: Length (ft): 640	Width (in):	Max. Depth (in):	Agg. Depth (in):
	Min Pump Capacity:	gpm at		ft. of Head
SPECIAL INSTRUCTIONS/CONDITIONS				
THIS PERMIT IS SITE SPECIFIC. ANY CHANGES TO THE SYSTEM MUST BE APPROVED BY DHEC. ALTERNATIVE TRENCH PRODUCTS APPROVED UNDER STATE RULES AND REGULATIONS MAY BE SUBSTITUTED. ANY UNAPPROVED CHANGES WILL VOID THIS PERMIT.				
• It shall be the responsibility of the engineer to oversee the construction and inspection of this system. • This system cannot be authorized for placement into operation until a signed and sealed "As-Built" drawing and certification statement is received from the engineer. • See Engineering Details (Please obtain from Engineer) • System must be installed by a Licensed SC DHEC Septic Tank Contractor • Maintain all required setbacks as stated in Regulation 61-56 or other applicable regulations • 75' minimum from any Private Well and 100' to any Public Well • This permit does not absolve the property owner from necessary requirements or conditions from other permitting entities				
This permit to Construct and Operate is issued pursuant to the SC DHEC Alternative Specialized Onsite Wastewater Systems for Peak Flows <1500 GPD				
The permit to Construct and Operate is issued upon the system design, certification and other supporting documentation as required by this standard and supplied by:				
The Beaufort Group, LLC (No. C01666) (Company)				
Robert G. Gross (Consulting Engineer)				
S.C. #6058 (State and License Number)				
Plan Date: February 26, 2015 / Updated March 20, 2015 Project Number: R300-009-000-010-A-0000 240 Warsaw Island Rd, St. Helena				
This permit does not preclude the property owner from necessary requirements or permits by other regulatory authorities.				
Issued/Revised By: 		Date: 3/27/15		

DHEC 1781 (01/2014)

This Permit is Appealable Under the Administrative Procedures Act.
This Permit will Expire and Become Null and Void Five (5) Years from the Issuance Date.
There may be an Additional Fee for Changes in this Permit that Require a Site Reevaluation.

**APPROVAL TO OPERATE**

Onsite Wastewater System

File Nbr: **2014110008**

County: Beaufort

Name: MR TAYLOR RUBEN ADAMS

Address:

P O BOX 1084
ST. HELENA ISLAND, SC 29920

Program Code: 362

Type Facility: HOUSE

Tax Map: R300-009-000-

Subdivision

Site: 240 WARSAW ISLAND RD

Water Supply: PRIVATE

Block:

Lot:

ST HELENA, SC 29920

ACTUAL INSTALLATION

(NTS)

FINAL APPROVAL

Installer:

Septic Tank Mfg:

Pump Chbr Mfg:

Pump Mfg:

Pump Model:

Grease Trap Mfg:

Aggregate:

Trench Dpth (in):

System Code:

Well Installed:

Well Dist (ft):

Building Dist (ft):

Property Dist (ft):

Water Dist (ft):

Elevation Readings

Stubout: _____ S/T Inlet: _____ S/T _____

Line No.

GPS Latitude:
Longitude:
Accuracy:

Comments:

Licensed Installer

Printed Name _____

License # _____

I hereby certify the system was installed in accordance with the referenced permit and R.61-56 and is in an exposed condition ready for inspection.

Licensed Installer Signature _____

Date _____

APPROVAL BY DHEC TO OPERATETHIS CERTIFICATE OF FINAL APPROVAL IN NO WAY GUARANTEES THE LIFE OF THE SYSTEM OR THAT IT WILL FUNCTION PROPERLY
UNDER ANY OR ALL CONDITIONS

Approved By: _____

Date: _____

DHEC 1741 (01/2014)

BBT 9961.0001

Gardner

P. 7720 772

3
10/10/15
M.B.

RECORDED
2015 Feb -10 09:18 AM
Sharon G. Bunn
BEAUFORT COUNTY AUDITOR

Prepared By:
Robert L. Going, Esq.
8 Lafayette Place, Suite 103
Hilton Head, SC 29926
The Going Law Firm
File No.: 3313.02



BEAUFORT COUNTY SC - ROD
BK 3375 Pgs 450-452
FILE NUM 2015003741
01/23/2015 04:11:10 PM
REC'D BY rwebb RCPT# 764422
RECORDING FEES \$10.00
County Tax \$20.90
State Tax \$49.40

deed into Adams

ADD DWP Record 2/10/2015 10:26:39 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R300 009 000 010A 0000

(Please do not write above this line-- Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that DALE A. GABARDY, TRUSTEE OF THE DALE A. GABARDY TRUST (the "Grantor"), in the State aforesaid, for and in consideration of the sum of Nineteen Thousand and 00/100 Dollars (\$19,000.00), unto it paid by TAYLOR RUBEN ADAMS (the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Grantee, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL that certain piece, parcel or lot of land, situate, lying and being on St. Helena Island, Beaufort County, South Carolina, a portion of land Lot 28 & 29, Section 12, Township 1, South Range 1, West containing 1.05 acres, more or less. For more legal description, see Judgment Roll 82475 and Plat Book 28 at Page 21. Said property is further referenced in the Office of the Beaufort County Assessor as R300 009 000 010A 0000.

THIS BEING the same property conveyed to Dale A. Gabardy, Trustee of the Dale A. Gabardy Trust from Douglas E. Henderson, Treasurer of The County of Beaufort, by Deed dated January 15, 2014 and recorded on January 17, 2014 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3298 at Page 1937 and re-recorded in Book 3375 at Page 447.

Book 3375/Page 450 CFN#2015003741

BBT 9961.0001

Gardner
P. 773

Tax Map #: R300 009 000 010A 0000

Property Address: 240 Warsaw Island Rd, St. Helena Island, SC 29920

Grantee Address: PO Box 1084, St. Helena Island, SC 29920

THIS CONVEYANCE IS MADE SUBJECT TO all applicable easements and restrictions of record and otherwise affecting the property.

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 premises before mentioned unto the said Grantee, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors in trust and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against the Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Book3375/Page451 CFN#2015003741

BBT 9961.0001

Gardner

P. 7782 779

IN WITNESS WHEREOF the undersigned Hand and Seal this 13 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
1st Witness

By: [Signature] (L.S.)
Dale A. Gabardy, Trustee of the Dale A. Gabardy
Trust

[Signature]
2nd Witness/Notary Public

STATE OF VIRGINIA
COUNTY OF FAIRFAX

ACKNOWLEDGMENT
under S.C. Code § 30-5-30(c)

I, the undersigned notary public, do hereby certify that the within Dale A. Gabardy, Trustee of the Dale A. Gabardy Trust, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness to before me this
13 day of January, 2015.

[Signature]
Notary Public for VIRGINIA
My Commission Expires: 2/28/18



(SEAL)

File # 1313.02

Book3375/Page452 CFN#2015003741

BBT 9961.0001

Gardner

P. BB5 775

3/10/15
Mib

ADD DMP Record 2/4/2015 10:21:28 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R300 009 000 010A 0000

BEAUFORT COUNTY SC - ROD
BK 3375 Pgs 447-449
FILE NUM 2015003740
01/23/2015 04:11:10 PM
REC'D BY rwebb RCPT# 764422
RECORDING FEES \$10.00

RECORDED
2015 Feb -10 09:18 AM

Shawn W. Bunn
BEAUFORT COUNTY AUDITOR

AFFIDAVIT OF RE-RECORDING

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ROBERT L. GOING, Esquire, being duly sworn, deposes and says:

1. I am the Grantee's attorney in connection with the Deed from Douglas E. Henderson Treasurer of Beaufort County, dated January 15, 2014, and recorded on January 17, 2014, in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3298 at Page 1937 (the "Deed").
2. The Deed contained a scrivener's error in the omission of trustee's name of The Dale A. Gabardy Trust.
3. The Deed is hereby submitted for re-recording to correct this omission, as it appears in the Deed, to "Dale A. Gabardy, Trustee of the Dale A. Gabardy Trust".
4. The Grantor has authorized my authority to make this correction and cause the Deed to be re-recorded.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 12th day of January, 2015.

WITNESSES:

Camille Hart
Susan Y. Bennett

Robert L. Going
ROBERT L. GOING, Esquire

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I HEREBY CERTIFY that, on this 12th day of January, 2015, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Robert L. Going, Esq., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit of Re-recording, who acknowledged the due execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.



Christi A. Reeves
Notary Public for South Carolina
My Commission Expires: 1-13-2021

Exhibit #4

Book3375/Page447 CFN#2015003740

BBT 9961.0001

Gardner
P. 776 776



Ex 20

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

May 19, 2015

Re: Ruben Adams; Warsaw Island; R300 009 000 010A 0000

To whom it may concern:

The property depicted on the Beaufort County Tax Map as a private section of Warsaw Island Rd. is not a public road. It is neither owned by, nor has it ever been maintained by, Beaufort County.

Sincerely,

Eric Klatt
Right-Of-Way Manager
Beaufort County Engineering Division

EWK/cvs

BBT 9961.0001

Gardner

P. BB7 777

Ex 21

Richard and Estelle Williamson
18 Ashton Drive
St. Helena Island, SC 29920

July 26, 2017

Charles Gardner
259 Warsaw Island Road
Saint Helena Island, SC 29920

Dear Charles,

We have been concerned with the attempts to deprive you of use of your driveway, including the boat ramp you and others on the island have used for many, many years.

We are writing this in case any evidence is needed to verify that others regarded you as the owner of the landing that is the extension of Warsaw Island Drive next to your home. I recall that in recent years, friends of ours would bring their boats when visiting, and we would look for a site from which to launch. On at least two or three occasions, Estelle asked your permission for our guests to use your boat landing, and you agreed for them to do this. As Estelle recalls, the landing had a cable gate, and they would lift that to gain access.

Estelle also recalls hearing that the boat landing was reinforced with gravel or other material to create a more even surface by the operators of the Morgan Island facility, which requires them frequently resupplying the island. Perhaps whoever contacted you about allowing this would be willing to write a letter stating that you were regarded as owner and thus they contacted you.

Thanks for being willing to allow our friends to use the ramp. And thanks for being a good neighbor!

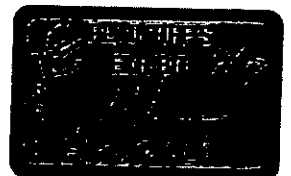
Sincerely,

Richard Williamson

Richard Williamson

Estelle Ford Williamson

Estelle Ford-Williamson



BBT 9961.0001

Gardner

260

P. 778

Ex 22



Healthy People. Healthy Communities.

August 22, 2017

Taylor Reuben Adams
240 Warsaw Island Road
St. Helena, SC 29920

WARNING LETTER

RE: Complaint # 201703507
240 Warsaw Island Road, St. Helena, SC

Dear Mr. Adams:

On August 10, 2017, Department staff conducted an investigation at 240 Warsaw Island Road, St. Helena, SC. During the investigation, Department staff observed:

WASTEWATER DISCHARGING ONTO SURFACE OF GROUND

Section 48-1-90 (a) of the *Pollution Control Act* states:

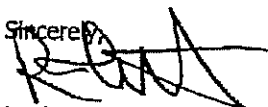
"It shall be unlawful for any person, directly or indirectly, to throw, drain, run, allow to seep or otherwise discharge into the environment of the State organic or inorganic matter, including sewage, industrial wastes and other wastes, except as in compliance with a permit issued by the Department."

Section 301 of S.C. Regulation 61-56 *Onsite Wastewater Systems* states:

"No septic tank effluent or domestic wastewater or sewage shall be discharged to the surface of the ground or into any stream or body of water in South Carolina without an appropriate permit from the Department."

The conditions described in this letter are not permitted by the Department. You are hereby given **15 days** from the date of this letter to eliminate the unpermitted discharge as described above. Failure to respond to this request by September 11, 2017, may result in the Department taking further enforcement action. If you have any questions, please contact me by telephone at (843) 846-1030 or by e-mail at tutenrs@dhec.sc.gov.

Sincerely,


Reahrita S. Tuten
Environmental Health Manager II
SC Department of Health and Environmental Control
Low Country EQC Region- Beaufort
104 Parker Drive, Burton, SC 29906
(843) 846-1030 (Office) (843) 846-0604 (Fax)

Cc: Compliance File
Ec: Nia Frazier, Team Leader; Russell, Berry, Area Director

SC Department of Health and Environmental Control
1000

BBT 9961.0001

Gardner
P. 779



South Carolina Department of Health
and Environmental Control

Page 1

Environmental Quality Control
Incident Report
Incident No.: 201703507

County: Beaufort District: Beaufort EQC Office District Log No.:

Incident Type: On Site Wastewater Incident Status: Open
Created: 08/08/2017 by Nia D Frazier Updated: 08/08/2017 by Nia D Frazier
Caller: Anonymous

Description of incident: Complainant stated that there is a camper located at 240 Warsaw Island Rd. The camper is on the right as you are going towards the landing. Complainant stated that the camper has been onsite for an extended amount of time. The camper does not move and no septic pump trucks have visited (according to complainant).

Documents attached:

Potential Responsible Party: Taylor Ruebn Adams
Po Box 1084
St Helena Island SC 29920

240 Warsaw Island Rd.
St Helena, 29920

Observed:

Occurred:

DHEC Notified: 08/08/2017 1151 via Phone Joseph R Moody

Assigned to:

48 Hour Goal Met? N 5 day goal met? N CBEP? N

Closure comments:

Signature: R Adams

Date:

9-20-17 (Closed)

August 08, 2017 (w)

Incident 201703507

BBT 9961.0001

Gardner

P. 789

780

Notes

Date: 08/25/2017 Time: 11:45:48 Created by: Erika R Bostic

8/9/17 - Visited 240 Warsaw Island Rd; located 2 campers on site; no one on site; unable to adequately inspect property - dog running loose; did notice that campers were equipped with power and observed pipe coming from one camper unit; unable to see if discharge occurred. RST

Date: 08/25/2017 Time: 11:50:14 Created by: Erika R Bostic

8/10/17 - Revisited property; met with owner/occupant who admitted that the black discharge pipe was connected to dispose of gray water from sinks and showers; he stated that he and his wife were residing in the one camper and discharged their holding tank at TucnDeWood Campground; the other camper was vacant and for sale; explained DHEC Violation; owner agreed to remove pipe and dispose of all wastewater in an approved manner; reminded owner that if the camper is occupied for more than 2 hours per day on a regular/permanent basis, it must be served with an approved method of sewage disposal, as per Regulation 61-56. RST

Date: 08/25/2017 Time: 11:54:01 Created by: Erika R Bostic

8/22/2017 - Confirmed legal owner of record with Beaufort County; sent NOV via regular and certified mail. RST

Date: 10/17/2017 Time: 15:59:20 Created by: Erika R Bostic

09/20/2017 - Revisited 240 Warsaw Island Road; two campers still on site; no discharge pipes observed from either camper; no evidence of illegal wastewater discharge; no DHEC violations persist; investigation closed. RST

8/8/2017

Mail - FRAZIEND@dhec.sc.gov

Another OSWW Complaint

201703607

Moody, Joseph

Tue 8/8/2017 11:51 AM

cc: Frazier, Nia D. <FRAZIEND@dhec.sc.gov>;

cc: Cornett, Penny <CORNETPA@dhec.sc.gov>;

Nia,

I received a complaint from another [REDACTED] would rather remain anonymous.

Complaint is there is a camper that has been onsite for an extended amount of time. Two individuals reside in it. The camper doesn't move and no septic pump trucks have visited it. Complainant suspects illegal discharge.

Suspect's last name is believed to be Adams. First name is either Taylor or Rueben.

Camper is located near 240 Warsaw Island Road. There is a private landing at end of Warsaw island rd and the camper is located on the right as you travel down towards the landing.

[REDACTED] lives near and is complaining as well. The landing is actually located on [REDACTED] property.

[REDACTED] contact info: [REDACTED]

[REDACTED] contact info: [REDACTED]

There is a dog onsite that is kept inside most of the time.

Thanks!

Sent from my iPhone

R300
009 000
010A
0000

BBT 9961.0001

Gardner

P. 782

782

File # 201703507

Date	Notes
08/09/2017	Visited 240 Warsaw Island Rd; located 2 campers on site; no one on site; unable to adequately inspect property - dog running loose; did notice that campers were equipped with power and observed pipe coming from one camper unit; unable to see if discharge occurred.--RST
08/10/2017	Revisited property; met with owner/ occupant who admitted that the black discharge pipe was connected to dispose of gray water from sinks and showers; he stated that he and his wife were residing in the one camper and discharged their holding tank at TucInDeWood Campground; the other camper was vacant and for sale; explained DHEC violation; owner agreed to remove pipe and dispose of all wastewater in an approved manner; reminded owner that if the camper is occupied for more than 2 hours per day on a regular/ permanent basis, it must be served with an approved method of sewage disposal, as per Regulation 61-56.--RST
08/22/2017	Confirmed legal owner of record with Beaufort County; sent NOV via regular and certified mail.--RST
09/20/2017	Revisited 240 Warsaw Island Road; two campers still on site; no discharge pipes observed from either camper; no evidence of illegal wastewater discharge; no DHEC violations persist; investigation closed --RST

BBT 9961.0001

Gardner

P. 783 783

GASQUE & ASSOCIATES INC.
1400 STEVENSON BLVD. - PLAINFIELD

20 PROCTOR, WILFRED CAROL, MILLER, S.A.
P.O. BOX 1243, MILWAUKEE, WIS.

WJ-53-1774

[Handwritten signature]

[illegible]

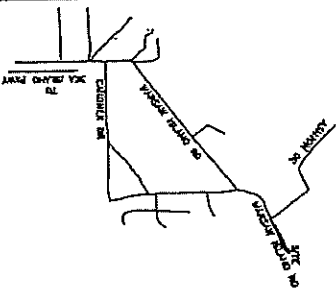
BOUNDARY SURVEY SHOWING
A PORTION OF LOT 15, SECTION 12, 1S-1W
WARSAW ISLAND
BEING CLAIMED BY
RUBEN ADAMS, PER
TAX DEED HC 3298/PE1837, J.R. #82476
ST. HELENA ISLAND
BEAUFORT COUNTY SOUTH CAROLINA
DATE 11/07/2014
REASON DATE 09/18/2017
SCALE 1"=30'

Journal of Management Education

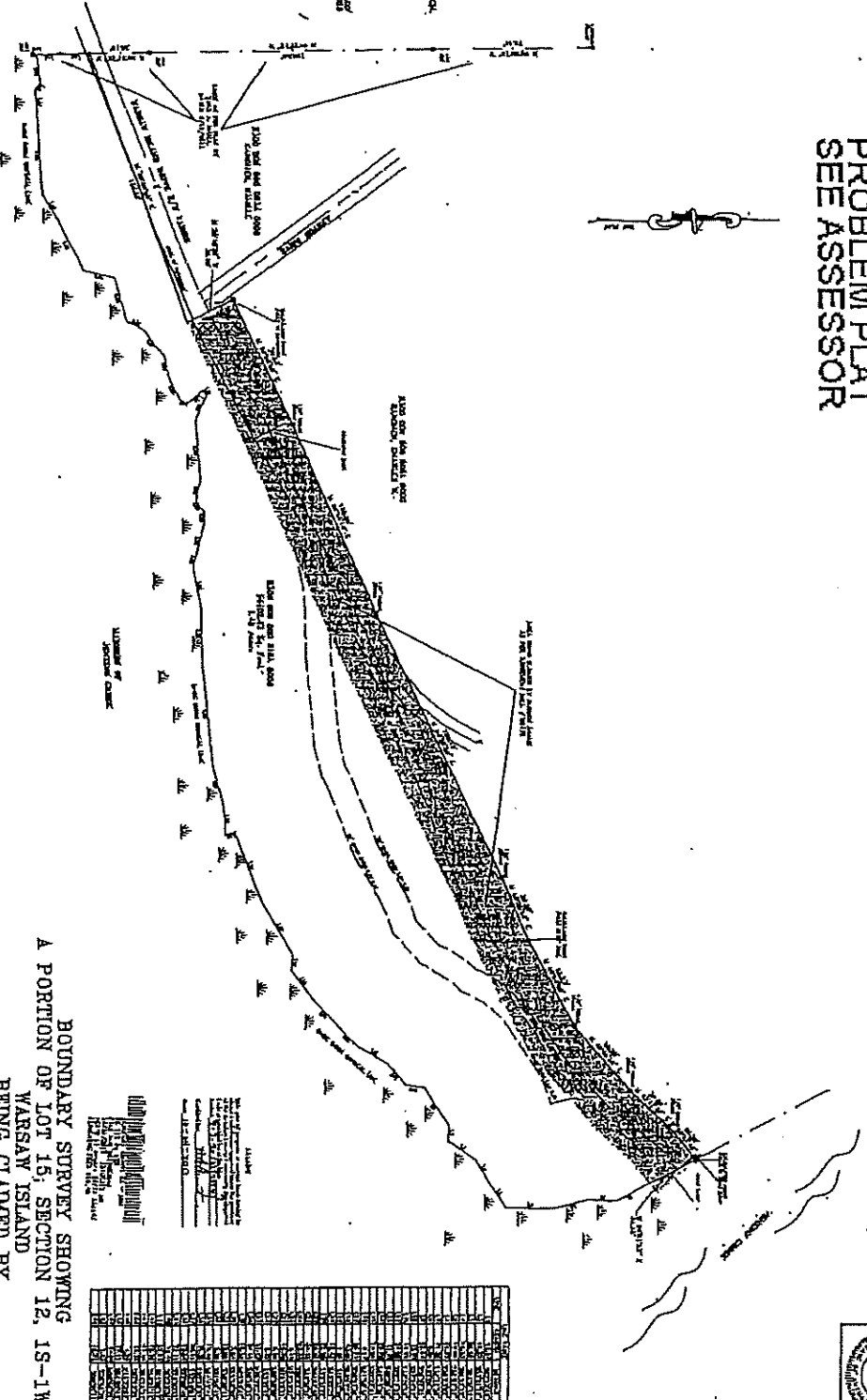
- 1) TITLE: 2000-000 and 010A-0000
- 2) NAME OF AGENT: S. WYATT
- 3) DATE: 11/1/81
- 4) ADDRESS: 11
Kalamazoo County, Mich
- 5) NAME OF AGENT: S. WYATT
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[illegible]

LOCATION MAP (N.T.S.)

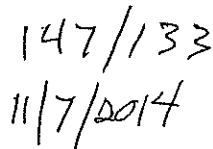


PROBLEM PLAT
SEE ASSESSOR



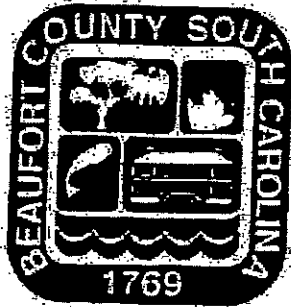
P. 784

9/19/17



P. 785

EX. 24



COUNTY COUNCIL OF BEAUFORT COUNTY

Office of the Assessor

Beaufort County Government Robert Smalls Complex
Post Office Box 1228, Beaufort, South Carolina 29901-1228

Phone: (843) 255-2400 Fax: (843) 255-9404

Web Site: www.bcgov.net

October 6, 2017

Rubin Adams
Post Office Box 1084
St. Helena Island, SC 29920

Re: PB147 PG133

Dear Mr. Adams,

This letter is to inform you that we have denied your request for a property lot line revision. I have checked the item(s) below that states the reason(s) for our decision.

- _____ 1. Property is not in the same name(s).
- _____ 2. Lots are not contiguous to each other.
- X 3. Other: COURT ORDER IS REQUIRED GRANTING YOU THE PROPERTY. JUDGEMENT ROLL #82475 DOES NOT GRANT YOU THE ROAD.

Please contact our office within the next thirty (30) days. Thank you for your assistance in this matter.

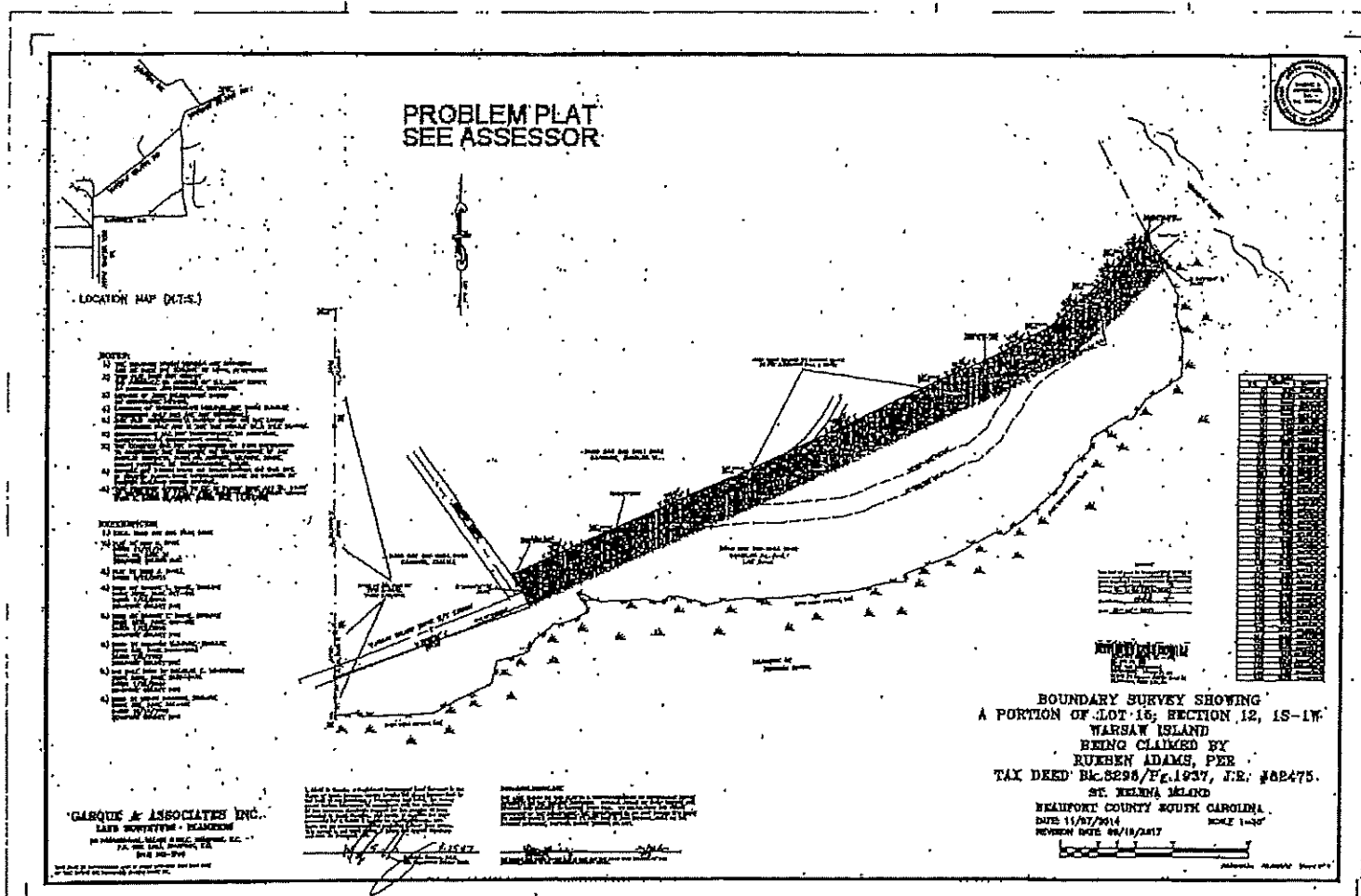
Sincerely,

Lolisa Daise
Real Property Records Clerk

BBT 9961.0001

Gardner

P. 785 786



BBT 9961.0001

Gardner

P. 787 797

described in the plat prepared by Niels Christensen referenced immediately above.

- (2) That by virtue of Plaintiff having acquired all of the interests of the living heirs of Ardelle S. Gardner, there is no dispute as to title, boundaries or otherwise on Sub-Lot 20, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, in accordance with the deed from Dan Taylor to Ardelle S. Gardner, dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 241, at page 1637.
- (3) That the Plaintiff, by virtue of having acquired all of the interest of the heirs of Ardelle S. Gardner, owns all of Lot 15, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, more particularly described on that plat prepared for Ardelle S. Gardner by Rod C. Spann dated November 11, 1976, and recorded in Plat Book 28 at Page 21, ~~save and excepting, however, the 1.054 acre portion of Lot 15 situate immediately below (southeast) the unpaved Beaufort County road running in a generally southwest to northeast direction, said portion of Lot 15 being more particularly shown on a plat prepared by Niels Christensen, IV dated June 5, 1990, attached hereto and incorporated as a part hereof, said piece of Lot 15 being owned by the Defendant John Howard, and further save and excepting the portion of Lot 15 which consists of a triangle situate immediately below (southwest) the unpaved county road running in a generally southeast to~~

Ex 25

ELECTRONICALLY FILED - 2023 JUL 24 9:45 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0702110

Charles Gardner and the entire Warsaw Community
259 Warsaw Island Road
St. Helena Island, South Carolina 29920

October 9, 2017

Sheriff P.J. Tanner, Beaufort County Sheriff's Office
Col. David Brown, Beaufort County Sheriff's Office
Capt. Avery, Beaufort County Sheriff's Office

To whom it may concern:

It is with great concern that we send this letter to the above departments.

On numerous occasions over the last four months, Mr. Charles Gardner of 259 Warsaw Island Road, along with his friends and family members, has been repeatedly harassed by Mr. Taylor Ruben Adams of 240 Warsaw Island Road. This harassment consists of the following behaviors: standing in the middle of the road so as to block one's passing, aggressively taking photos of individuals going about their regular business, randomly discharging his firearm both day and night, threatening to kill Mr. Gardner, and repeatedly and without just provocation calling the Sheriff's Office upon the law-abiding long-time denizens of Warsaw Island.

As a result of these alarming acts, on September 21, 2017 Mr. Gardner filed for a restraining order on Mr. Adams. Service was attempted on Friday, September 29, 2017 and we were told that service was unable to be completed because Mr. Adams was out of town participating in hurricane relief efforts. However, Mr. Adams was seen on the road in question by numerous guests at Mr. Gardner's that very same weekend.

We believe this behavior, in particular his numerous calls to the Sheriff's Office, are part of a larger campaign intended to create a false record of possession of a disputed area of land, namely the section of Warsaw Island Road to the landing that directly aligns with Mr. Gardner's property.

MR. GARDNER'S TITLE AND FALSIFIED CLAIMS AGAINST IT

Mr. Gardner and his family has been in possession of this land, including the road aligning it, for more than 47 years, and is deeded to Mr. Gardner in writing. Prior to taking possession of this land himself, his father maintained it for more than twenty years and Mr. Gardner himself has maintained it, including the road, for the past twenty-seven plus years.

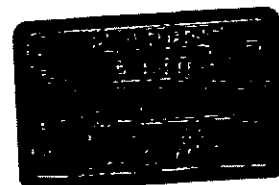
As the owner of record, Mr. Gardner pays taxes on the property, and, as a conscientious neighbor and a decent South Carolinian kindly allows both family and friend to use the stretch of road in his possession to access Jenkins Creek, and many in this community take advantage of that access both to make a living and to feed their families.

When we have complained about Mr. Adam's behavior, or when he has called your offices, we have been told that Mr. Adams has shown papers to your office supporting his claim to the land signed by a Judge Kemmerlin.

BBT 9961.0001

Gardner

P. 789



We believe this document is likely falsified, as the Honorable Judge Thomas Kemmerlin retired in 2003 and passed, sadly, in 2010, many years prior to Mr. Adams' purchase of the small piece of property he does own. We believe that what Mr. Adams has shared with your office is likely, if not completely doctored, a small portion of Mr. Gardner's deed, though clearly not the full document.

Mr. Gardner's title to the land in question is indisputable. Mr. Gardner possesses a warranty deed on the property, which states that "The plaintiff is the only individual who could possibly contest John Howard's ownership of the 1.054-acre tract, and he has stipulated that John Howard owns this parcel in fee simple. The unpaved road separates the respective portions of lot 15 owned by the plaintiff and John Howard." It further states "that plaintiff has paid the real property taxes on the property, improved and maintained improvements on the property and evidenced other indicia of ownership regarding said property for a period more than twenty (20) years. Plaintiff has exercised ownership of all parcels described in the agreement openly, hostilely, continuously and adversely for more than twenty (20) years and his actions and those of his predecessors are sufficient to bar the claims of all defendants." This deed refers, specifically, to the "1.054 acres are to the parcel southeast of the unpaved county road."

The county was mistakenly believed to own the section of Warsaw Island Road in dispute, which was later shown to be inaccurate, as described by plat prepared for Mrs. Ardell Gardner by surveyor Rod Spann on November 11, 1976. It is not argued that Lot 15 does not belong to Mr. Gardner, nor is it argued that the landing at the end of the road does not belong to him as well. The section of road, as referenced above, runs *through* Lot 15 (not independent of nor outside of it), owned by Mr. Gardner, through to the landing also owned by Mr. Gardner, so how could it not likewise belong to him?

MR. ADAMS' HISTORY OF UNLAWFULLY EXTENDING HIS SMALL PROPERTY

Furthermore, this road cannot belong to Mr. Adams because it is clear from Mr. Adam's purchase documents (and Mr. Gardner's warranty deed) that his property consists of 1.054 acres – the addition of the road to his small parcel would push that property to significantly more than he purchased. So, beyond the law, the facts, and the county documents – the math just doesn't add up either.

Mr. Adams bought property (formerly belonging to Mr. John Howard), through a tax sale from Beaufort County, which, it is clear, was not large enough to build on property, due to both its location and shape. The previous owners, Mr. Howard and his wife, also never resided on the property. Since this purchase, Mr. Adams appears to be on a campaign to extend his 1.054 acres, by hook or by crook. Initially Mr. Adams trucked in dirt in order to fill the marsh on his property, but because he simultaneously cut down the natural vegetation barrier along the marsh, allowing the tide (and subsequent hurricanes) to wash away his newly claimed land even faster. Mr. Adams was even, in fact, cited by the county for failing to protect the marsh. Having failed in these attempts, he now seeks to claim additional land in the other direction. As part of this new focus, Mr. Adams dug up the tree line that separated his property from the road, in what we can only assume is an attempt to blur the natural property lines. In addition Mr. Adams piled debris from his property onto Mr. Gardner's. We complained vehemently about this; and were told by your office that Mr. Adams had every right to do so because said debris was biodegradable.

BBT 9961.0001

Gardner

99

P. 790

SHERIFF'S OFFICE'S RESPONSE

On that note, we as a community are concerned, despite Mr. Gardner's clear title to the property in dispute, because Mr. Adams has taunted members of this community about both his friends in the Beaufort County Sheriff's Office and his many political friends, going so far on one occasion to drop names like one Sergeant Bush in your office and the Honorable Tom Davis. We do not know Sergeant Bush and have no wish to impugn his reputation by association with this matter, and we do also know Senator Davis as a good, decent man who we are assured follows the law rather than personal friendships. We have faith in the people of your office being of the same character.

That said, our concern remains, a concern that is only exacerbated by the responses of your office to Mr. Adam's calls — no citizen of this community should be detained from traversing Mr. Gardner's road based on the word of one man, a relative newcomer, without any real or proven claim on that property. We, like our parents and grandparents before us, are long-time residents of this island and county. Our community has had, for some time now, a healthy and mutually positive relationship with your office, and we ask that you do not allow one newly resident bad actor, who has shown a wanton disregard for both the laws of this county and societal norms between good neighbors, to enter and stir up trouble.

It is vitally important that all the people of Beaufort County feel like the Sheriff has our back, so long as the laws are on our side.

Where your office fails to adequately confirm the title of the person making a trespassing claim, thereby displacing the rightful owners, or fails to properly service a restraining order request where a death threat was involved, it becomes that much harder to maintain the trust that is necessary for a strong bond between that office and the many citizens of this community.

CONFLICT OF INTEREST AND ORIGINAL MARKERS

To further compound this situation, the previous surveyor, Mr. David Gasque, surveyed both properties, and after setting Mr. Gardner's AND Mr. Adams' property lines where they have been historically, has since surveyed Mr. Adams' property a second time and claims now that Mr. Adams' property lines lie across the road and into Mr. Gardner's yard. As a result of this questionable process we are having an independent surveyor review the property lines and the original concrete markers should be where they were placed marking the original plat and as described by the deed.

A SIMPLE RESOLUTION

We would like to request a formal meeting between the following: Mr. Gardner (along with his deed), a representative of the Sheriff's Office, Mr. Adams (along with his deed, which should be signed by a representative of Beaufort County, a representative from David Gasque & Associates (the surveyor), Beaufort County Right of Way Director, our new surveyor, and the licensing board member for the Beaufort District for Engineers & Surveyors. In this way the matter can be cleared up very quickly, and everyone involved can proceed on with their lives.

In addition we ask that Mr. Adams be instructed not to obstruct the road or otherwise harass Mr. Gardner or anyone else using the road until that meeting when all parties can settle this matter completely.

Over the years many people in our community have been robbed of land through various means and by various individuals, and so we are, by learned experience, wary of those who, new to this county, may not have the best interests of this community at heart. We have earned our place on these lands through both time and tax, blood and sweat. And our community is warm, loving, caring, tight-knit, and vocal. That said we prefer to settle this matter quietly and quickly, as we are certain the law and the facts are solidly on our side. Because of both the egregiousness of Mr. Adams' behavior and the multitude of similar incidents that have occurred, the people of Warsaw Island, St. Helena, and surrounding communities are awaiting your response.

Sincerely,

Charles Gardner

Cc:

Honorable Tom Davis, SC Senate
Honorable York Glover, Beaufort County Council Member
Honorable Michael Rivers, SC House of Representative
County Administrator, Beaufort County
Beaufort County Right of Way Director
South Carolina Licensing for Engineer and Surveyors
Elizabeth Santagati, SC Silver Haired Legislature, Board Member

BBT 9961.0001

Gardner

101
P. 792

Stipulation Re DHEC

The subject property is not serviced by a public sewer system. A septic system is needed to service the property.

Defendant lives in a RV on the property. For a period of time, prior to a septic system being installed, Defendant collected human waste in bags and disposed of off site.

For a period of time, sink and shower water was disposed of on site. DHEC told Defendant that was not permitted and the practice stopped.

Numerous complaints were received by DHEC, including that Defendant was discharging sewage into the marsh. The complaints were investigated by DHEC and were found to be not correct.

DHEC did require Defendant to install a septic system since the RV was being occupied more than 2 hours per day.

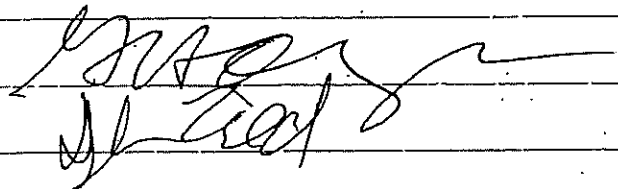
Defendant applied for a conventional system and it was denied. Defendant had an "engineered system" designed and made application. Defendant changed engineers several times and the process did not

proceed as fast as DHEC desired. Additional complaints were made by interested parties during the process.

Due to the delay, DHEC held an enforcement conference and issue a ~~fine~~ civil penalty of \$5,750. The order dated May 6, 2018 indicated the civil fine would be suspended if the Defendant timely installed the engineered system.

The Defendant timely installed the septic system and the civil fine was suspended.

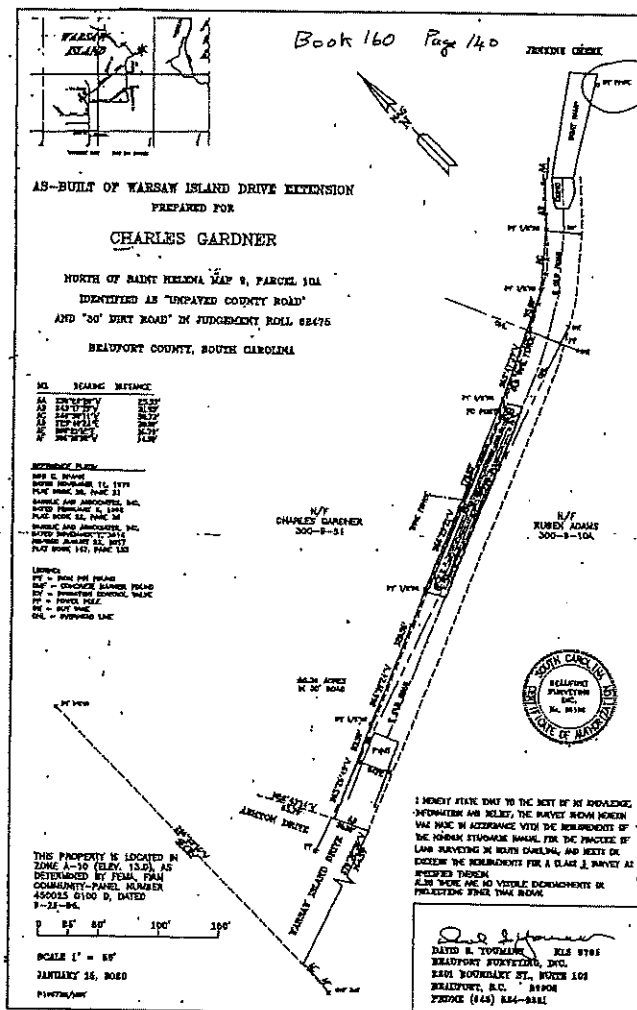
Greg A. Bunker



Ex 42

Iron pin

Ex 42



BBT 9961.0001
Gardner
293

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Charles Willis Gardner, Appellant,

v.

Taylor Reuben Adams, Respondent.

Appellate Case No. 2018-001635

Appeal From Beaufort County
Perry M. Buckner, III, Circuit Court Judge

Unpublished Opinion No. 2022-UP-185
Heard April 6, 2021 – Filed April 27, 2022

**REVERSED IN PART, VACATED IN PART,
AND REMANDED**

Bryan Andrew Raymond, of Mount Pleasant, for
Appellant.

Terry A. Finger, of Finger, Melnick, Brooks & LaBruce,
P.A., of Hilton Head Island, for Respondent.

PER CURIAM: Charles Willis Gardner appeals the circuit court's order granting partial summary judgment to Taylor Reuben Adams, specifically the findings vesting Adams with title to a road and boat ramp of disputed ownership. Gardner argues the circuit court's judgment must be reversed because (1) Adams failed to

show he was the successor in interest to John Howard's property (the Howard Property); (2) a 1990 quiet title order in a dispute between prior property owners did not confer title in the road and boat ramp to Adams;¹ and (3) questions of material fact exist as to ownership of the road and boat ramp and as to the location of property lines impacted by the circuit court's findings. We reverse in part, vacate in part, and remand for further proceedings consistent with this opinion.

Facts and Procedural History

On October 12, 2017, Gardner filed an action for trespass, conversion, and "declaratory & injunctive relief" in an effort to restrain Adams from entering his property. Gardner did not specifically describe his own property but noted Adams "recently purchased property located on Warsaw Island Road in proximity to" Gardner's property on Warsaw Island Road, where he has owned property "in excess of twenty (20) years." Warsaw Island Road is just past Frogmore on St. Helena Island in Beaufort County.

In his answer, Adams agreed he purchased property near Gardner's but asserted he owned the property from which Gardner sought to restrain him as evidenced by the decree in a 1989 quiet title action, his deed to the Howard Property, the chain of title, and the plats of record. Adams also raised counterclaims asserting Gardner had engaged in "a consistent pattern of trespass and harassment" and claimed Gardner's action violated the South Carolina Frivolous Civil Proceedings Sanctions Act.² Gardner replied, denying the allegations of Adams's counterclaims.

In a motion for partial summary judgment, Adams asserted a 1990 quiet title order³ vested his predecessor in title (Howard) to "the 30 foot road and property to the south of the 30 foot road." Adams asked that the circuit court "confirm title to the road and the subject property" to him, restrain Gardner from further trespasses, and hold a hearing to establish Adams's damages.

¹ The boat ramp appears to be an extension of the road. Neither Gardner's complaint, Adams's answer and counterclaims, nor Gardner's reply reference the boat ramp.

² S.C. Code Ann. §§ 15-36-10, -100 (Supp. 2021).

³ Master-in-Equity Thomas Kemmerlin, Jr. signed the order titled "Decree of Title Clearance" on November 20, 1990.

The circuit court held a brief hearing on Adams's motion. Although Adams did not provide a deed from Howard or Howard's successors to the circuit court, he presented Judge Kemmerlin's 1990 title decree and argued it cleared title in favor of Howard as to the property at issue under a "save and except" clause. The 1990 "Decree of Title Clearance" states at page 11:

(3) That the Plaintiff [Leroy Gardner, Sr.], by virtue of having acquired all of the interest of the heirs of Ardelle S. Gardner, owns all of Lot 15, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina, more particularly described on that plat prepared for Ardelle S. Gardner by Rod C. Spann dated November 11, 1976, and recorded in Plat Book 28 at Page 21, *save and excepting, however, the 1.054 acre portion of Lot 15 situate immediately below (southeast) the unpaved Beaufort County road running in a generally southwest to northeast direction*, said portion of Lot 15 being more particularly shown on a plat prepared by Niels Christensen, IV dated June 5, 1990, attached hereto and incorporated as a part hereof, said piece of Lot 15 being owned by the Defendant John Howard; and further save and excepting the portion of Lot 15 which consists of a triangle situate immediately below (southwest) *the unpaved county road running in a generally southeast to northwest direction* and shown on the 1989 Beaufort County Tax Maps as Parcel 5A, Map 9, District 300, the ownership of said triangular tract being unknown. This is the same property described in the deed of Lot 15, Section 12, 1S1W, Warsaw Island, St. Helena Township, Beaufort County, South Carolina from Dan Taylor to Ardelle S. Gardner, dated October 22, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 241 at page 1637, *except as to the parcel southeast of the unpaved county road (which belongs to John Howard)* and the triangular parcel southwest of the unpaved county road, the ownership of which is unknown, reflected in the survey for Ardelle S. Gardner prepared by Rod C. Spann dated November 11, 1976, and recorded in Plat Book 28 at Page 21. The 1.054 acre piece of Lot 15 shown on the

plat for John Howard (attached hereto) was acquired by John Howard from Dan Taylor by way of deed dated July 24, 1960, and recorded in Deed Book 102 at Page 270. The Plaintiff is the only individual who could possibly contest John Howard's ownership of this 1.054 acre tract, and he has stipulated that John Howard owns this parcel in fee simple. *The unpaved county road separates the respective portions of Lot 15 owned by the Plaintiff and John Howard.*

(emphases added).⁴ In the summation of the 1990 order, Judge Kemmerlin quieted title of certain acreage to Leroy Gardner, Sr., including an 8.91 acre Warsaw Island Road tract (Tract C),

SAVE AND EXCEPT: The thirty (30) foot dirt road running in a generally southwest to northeast direction across Lot 15 and that 1.054 acre portion of Lot 15 immediately below (southeast) the thirty (30) foot dirt road, is owned by Defendant, John Howard; and the parcel constituting a triangle immediately below (northeast) the twenty (20) foot dirt road, the ownership of which is unknown, as reflected in the plat prepared by Rod C. Spann for Ardelle S. Gardner, just referenced.

Adams claimed ownership through the John Howard chain of title due to his purchase of the Howard Property at a tax sale. Adams provided the circuit court with a deed from Leroy Gardner, Sr. to the current plaintiff, Charles Gardner, that included a "save and except" clause identical to that referenced in the "Tract C" discussion at pages 11-12 of Judge Kemmerlin's 1990 quiet title order. The Gardner deed's clause referencing Tract C excepted "[t]he thirty (30) foot dirt road running in a generally southwest to northeast direction across Lot 15 and that 1.054 acre portion of Lot 15 immediately below (southeast) the thirty (30) foot dirt road, owned by John Howard" and the triangular portion of unknown ownership. Adams also provided a 1995 plat reflecting the "boat ramp owned and claimed by Leroy Gardner." This 1995 plat contains a notation of a "line shown to me [the surveyor] by Leroy Gardner." A 2013 plat bears the same language, "boat ramp owned and claimed by Leroy Gardner."

⁴ Certain plats and deeds referenced in Judge Kemmerlin's order were not provided to the circuit court and have not been included in the record on appeal.

In response, Gardner asserted Adams had presented no deed to establish he held title to either the Howard property or the disputed area; Gardner then attempted to discuss Judge Kemmerlin's 1990 order. The circuit court interjected with questions, asked the parties to clarify the areas they were referencing on the plat, and held an off the record bench conference. When back on the record, the circuit court noted the parties "have designated on my plat the approximate location of the road, which is the road that is in issue." Thereafter, Adams referenced and presented a 2017 plat, asserting it "specifically shows the road if that will help the Court." The circuit court responded "All right. I think it shows it very clearly if this is the shaded portion of the plat."

The 2017 plat, prepared for Adams, bears the language "Problem Plat See Assessor" and includes lines pointing to a road with the statement, "area being claimed by Reuben Adams as per judgment roll." The 2017 plat also shows the "boat ramp"; however, other language on this section of the plat is indiscernible. At the hearing, Gardner noted Adams provided no attachments to support his motion, to which the circuit court responded it could "take attachments [because] it is a Motion for Summary Judgment." The circuit court then requested proposed orders and concluded the hearing.

In its order granting Adams partial summary judgment, the circuit court found Adams, as Howard's successor in interest, owned the "thirty foot road, the boat ramp at the eastern end of the thirty foot road, and the property to the south of the road." The circuit court dismissed Gardner's causes of action for trespass, conversion, and injunctive relief "by virtue of the fact the property in question is owned in fee simple" by Adams. The circuit court allowed Adams's counterclaims to proceed and left a 2018 consent restraining order in place.

Gardner filed a motion to reconsider in which he asserted Adams did not establish ownership of the Howard Property, the boat ramp, or the road. Gardner argued the 1995 plat showed Leroy Gardner, Sr. owned and claimed the road and boat ramp, which conflicted with the boat ramp statement in the 2017 "Problem Plat" relied on by the circuit court. Gardner further noted Adams presented no evidence to support the circuit court's finding that Adams owned the road and boat ramp and Judge Kemmerlin's quiet title decree provided Howard and his successors no ownership interest in the road or ramp. Gardner claimed, "The Quiet Title Order indicates that Beaufort County is the rightful owner of the Road, not John Howard or his successors." The circuit court denied Gardner's motion to reconsider.

Standard of Review

"In reviewing a motion for summary judgment, the appellate court applies the same standard of review as the trial court under Rule 56(c), SCRPC." *Companion Prop. & Cas. Ins. Co. v. Airborne Exp., Inc.*, 369 S.C. 388, 390, 631 S.E.2d 915, 916 (Ct. App. 2006). "Summary judgment should be affirmed if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." *Id.* The nonmoving party "is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-S. Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

Law and Analysis

I. Successor in Interest

Gardner argues the circuit court erred in granting partial summary judgment because Adams failed to show he was the successor in interest to the Howard Property or the disputed road and boat ramp. Gardner contends Adams's failure to prove his title to the Howard Property "leaves an ambiguity" as to the ownership and the property's measurements. We agree that the circuit court's order is unsupported by the record.

As an initial matter, Adams raises issue preservation as a bar to reversal because Gardner "did not make any objection or contest the assertion that [he] was in the chain of title." *See generally Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *id.* ("Moreover, an objection must be sufficiently specific to inform the trial court of the point being urged by the objector."). However, we note Gardner's argument during the summary judgment hearing was essentially that Adams had not established title—either through Adams's own deed or in opposition to the "save and except" clause in the 1990 order. Despite this, the circuit court found Adams was the successor in interest to the Howard Property. In his motion to reconsider, Gardner more specifically asserted that the circuit court erred in determining Adams owned the Howard Property, including the road and boat ramp. Gardner discussed the prior quiet title order and its implications for Howard's ownership of the road and again stated no document established Adams owned the road and boat ramp. We find Gardner's challenge of the circuit court's conclusion that Adams owned the Howard property is preserved because Gardner attempted to bring the proof issue to the attention of the circuit court before the court essentially cut off the argument with interjected questioning. *See Elam v.*

S.C. Dep't of Transp., 361 S.C. 9, 25, 602 S.E.2d 772, 780 (2004) ("[C]ivil procedure and appellate rules should not be written or interpreted to create a trap for the unwary lawyer or party . . .").

On the merits, we agree with Gardner that Adams failed to establish he was in fact the owner of the Howard Property or the road and boat ramp. The only items in the record supporting Adams's assertion of ownership are counsel's statements at the summary judgment hearing, the "Problem Plat," and pleadings asserting Adams recently purchased property located on Warsaw Island Road in proximity to Gardner's property. This did not provide the proof necessary to support the circuit court's findings of ownership. *See Ex parte Morris*, 367 S.C. 56, 64, 624 S.E.2d 649, 653 (2006) ("It is well established that counsel's statements regarding the facts of a case and counsel's arguments are not admissible evidence."); *see also Gilmore v. Ivey*, 290 S.C. 53, 58, 348 S.E.2d 180, 183 (Ct. App. 1986) (explaining statements of fact can constitute an admission in determining whether a genuine issue of material fact exists, but "factual statements of counsel . . . ordinarily may not be so considered").

Even if this court could properly take judicial notice of Adams's title to the undisputed portions of the Howard Property, the questions of ownership and access to the road and boat ramp would remain due to the parties' conflicting interpretations of the language in the 1990 decree. "For a fact to be subject to judicial notice, it must be so notorious that the court may properly assume its existence without proof." *Masters v. Rodgers Dev. Grp.*, 283 S.C. 251, 255, 321 S.E.2d 194, 196 (Ct. App. 1984). "Unless the fact is either of such common or general knowledge that it is accepted by the public without qualification or contention, or its accuracy is capable of verification by reference to readily available sources of indisputable reliability, it is not subject to judicial notice." *Id.*

In *Masters*, this court held that "original judicial notice of adjudicative facts at the appellate level should be limited to matters which are indisputable." *Id.* at 256, 321 S.E.2d at 197. Thus, the court declined to take judicial notice of a deed that had been recorded to determine whether the property at issue was paid for with valuable consideration. *Id.* at 255–57, 321 S.E.2d at 196–97. In any event, both Adams's interpretation of the 1990 decree and the conflicting plats in the record demonstrate that a factual dispute persists as to the road and boat ramp.

II. Property at Issue: The Road and Boat Ramp

Only if the summation portion of the 1990 "Decree of Title Clearance" is read in isolation and in the light most favorable to the *moving* party can an argument be found in the record to support the circuit court's conclusion that Adams owns the road and boat ramp. This is not the lens through which we view a grant of summary judgment. See *S.C. Pub. Int. Found. v. S.C. Dep't of Transp.*, 421 S.C. 110, 117, 804 S.E.2d 854, 858 (2017) (noting an appellate court "reviews all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below").

"It is a question of law for the court whether the language of a contract is ambiguous." *Bluestein v. Town of Sullivan's Island*, 429 S.C. 458, 462, 839 S.E.2d 879, 881 (2020) (quoting *S.C. Dep't of Nat. Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302–03 (2001)). "A [deed] is ambiguous when the terms of the [deed] are reasonably susceptible of more than one interpretation." *Id.* (alterations in original) (quoting *McClellanville*, 345 S.C. at 623, 550 S.E.2d at 302)). "In construing a deed, the intention of the grantor must be ascertained and effectuated unless that intention contravenes some well-settled rule of law or public policy." *Gardner v. Mazingo*, 293 S.C. 23, 25, 358 S.E.2d 390, 391 (1987). "In determining the grantor's intent, the deed must be construed as a whole and effect given to every part if it can be done consistently with the law." *Id.* at 25, 358 S.E.2d at 391–92. "The intention of the grantor must be found within the four corners of the deed." *Id.* at 25, 358 S.E.2d at 392.

In the body of the 1990 quiet title order, the master described Leroy Gardner, Sr.'s property and then included the following "save and except" language: "the 1.054 acre portion of Lot 15 situate immediately below (southeast) the unpaved Beaufort County road running in a generally southwest to northeast direction, said portion of Lot 15 being . . . owned by the Defendant John Howard." Later in the same paragraph, the order again referenced that Howard owned the property to the southeast of the unpaved county road. Thereafter, in the summation of the order, the court excepted the "thirty (30) foot dirt road running in a generally southwest to northeast direction across Lot 15 *and* that 1.054 acre portion of Lot 15 immediately below (southeast) the thirty (30) foot dirt road, is owned by Defendant, John Howard." (emphasis added). While the "is" that is handwritten in the summation could arguably be interpreted to conflict with the description of Tract C provided in greater detail earlier in the decree at pages 11–12, no interpretation of Judge Kemmerlin's decree supports the circuit court's conclusion that Adams owns the road and boat ramp.

The deed from Leroy Gardner, Sr. to appellant Gardner did not grant Gardner the road, as it excepted "[t]he thirty (30) foot dirt road running in a generally southwest to northeast direction across Lot 15 and that 1.054 acre portion of Lot 15 immediately below (southeast) the thirty (30) foot dirt road, owned by John Howard." Clearly, Mr. Gardner, Sr. had no power to deed ownership of the unpaved county road. But this in no way places title to the road in Adams (through Howard). Nor does a review of the submitted materials support the circuit court's conclusion that title to the road had been quieted in Howard.

A reasonable interpretation of the master-in-equity's 1990 order is that the "unpaved county road," "unpaved Beaufort County road," and "thirty (30) foot dirt road" are all the same road. Neither Leroy Gardner, Sr. nor John Howard owned the road; thus, neither Charles Gardner nor Adams (through his position in the Howard Property's chain of title) owns it now. The 1995 and 2013 plats indicate Leroy Gardner, Sr. claimed ownership of the boat ramp, and the issue of the boat ramp is not explicitly raised in the pleadings. As the record does not support the circuit court's findings that the Howard Property included the road or boat ramp, or that Adams now owns both, we vacate these findings.⁵

Conclusion

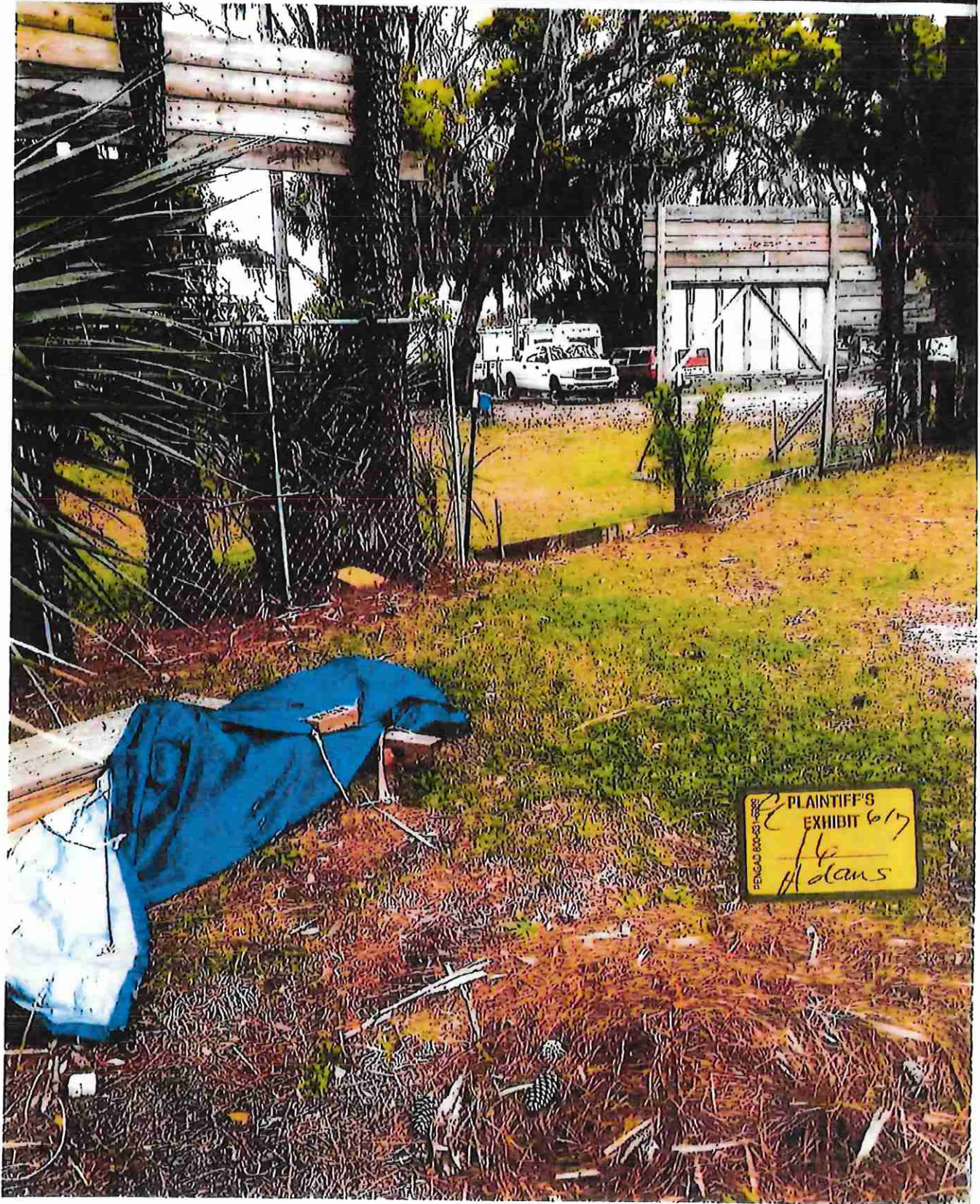
We reverse the grant of partial summary judgment, vacate the circuit court's findings as to ownership of the road and boat ramp, and remand for further proceedings consistent with this opinion.

REVERSED IN PART, VACATED IN PART, AND REMANDED.

KONDUROS, GEATHERS, and MCDONALD, JJ., concur.

⁵ Gardner conceded at oral argument that no action for conversion lies here and that he has no cause of action for trespass upon property he does not own (i.e., the road). Likewise, Adams has no action for trespass upon property he does not own.

Ex 44(b)



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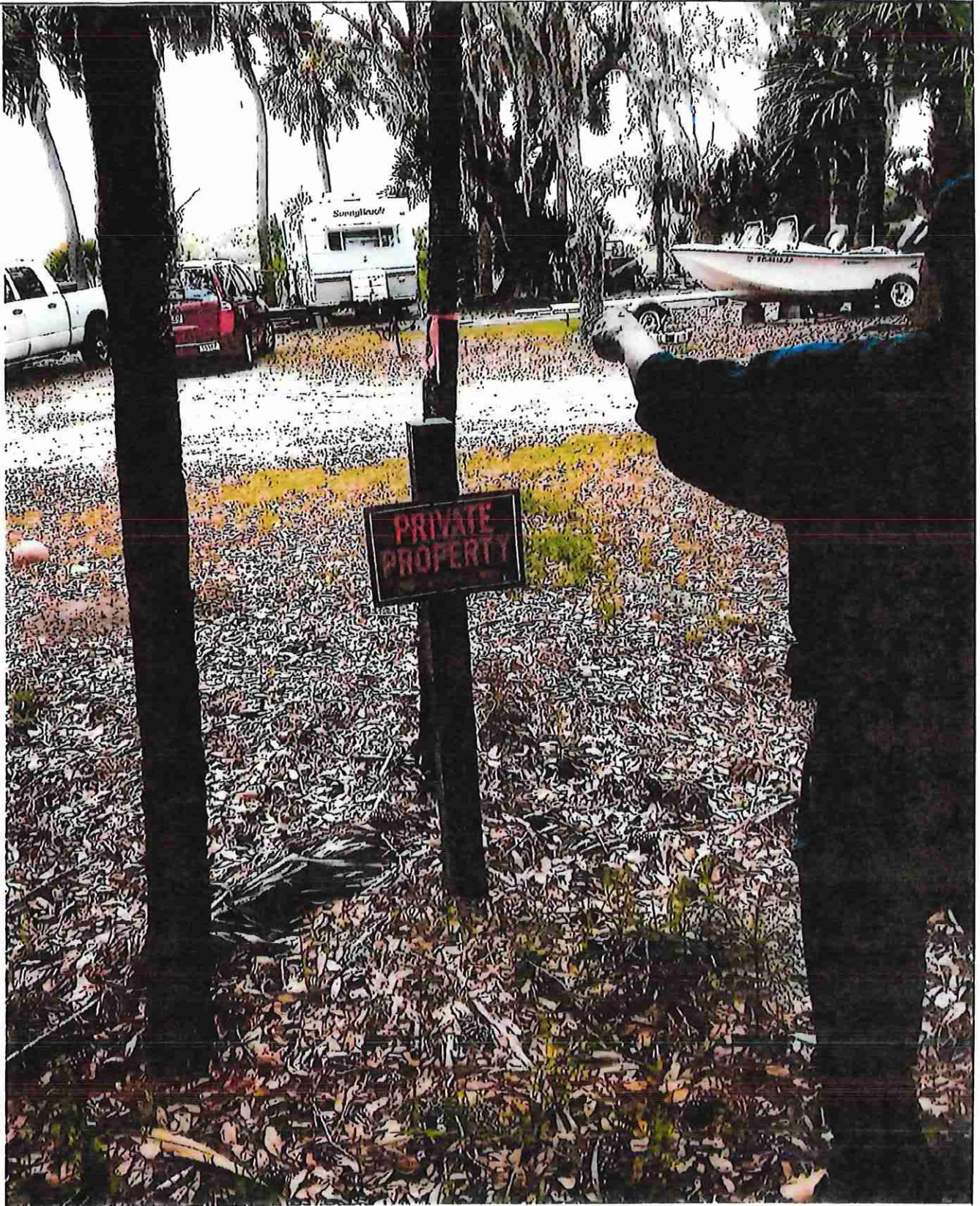
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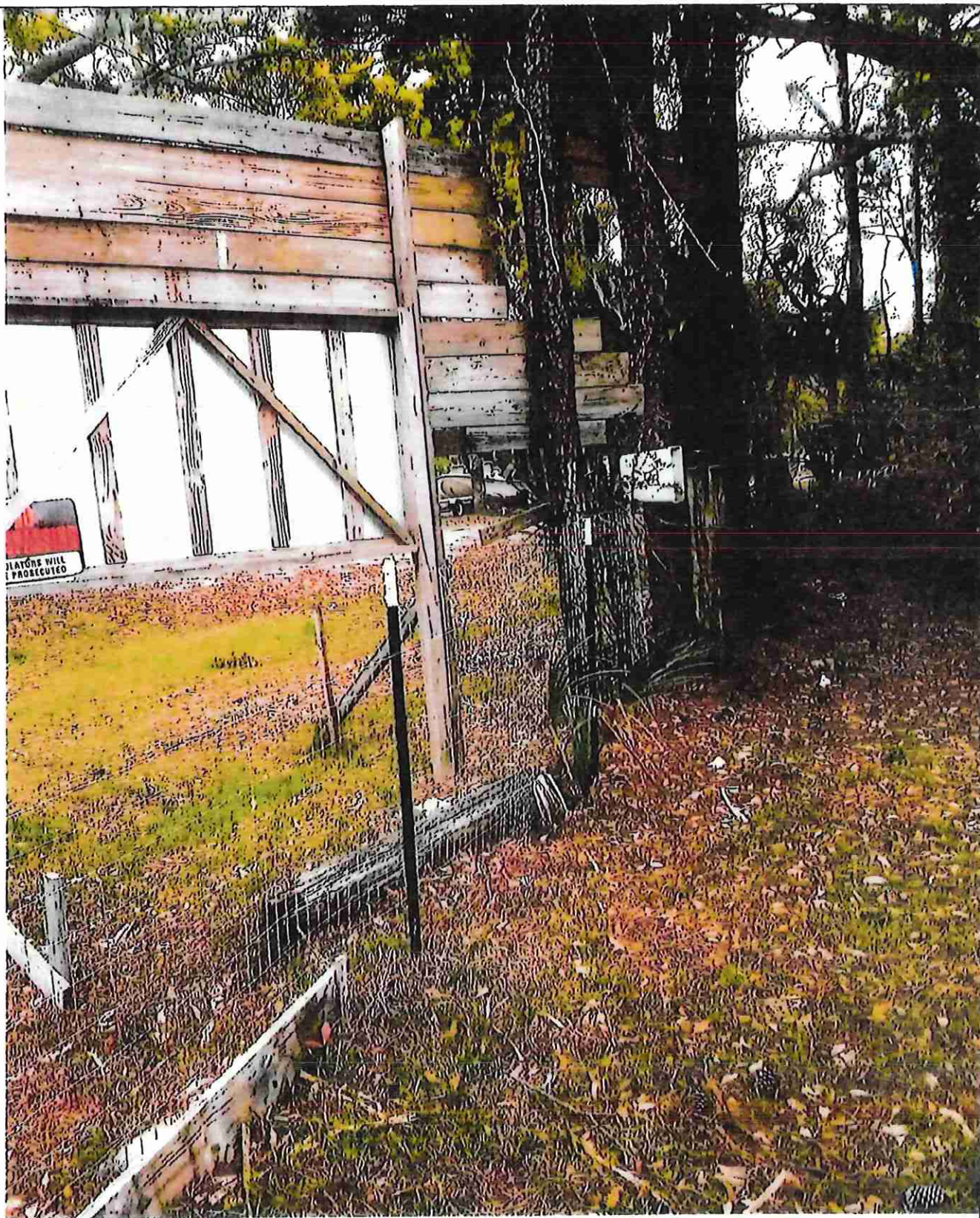
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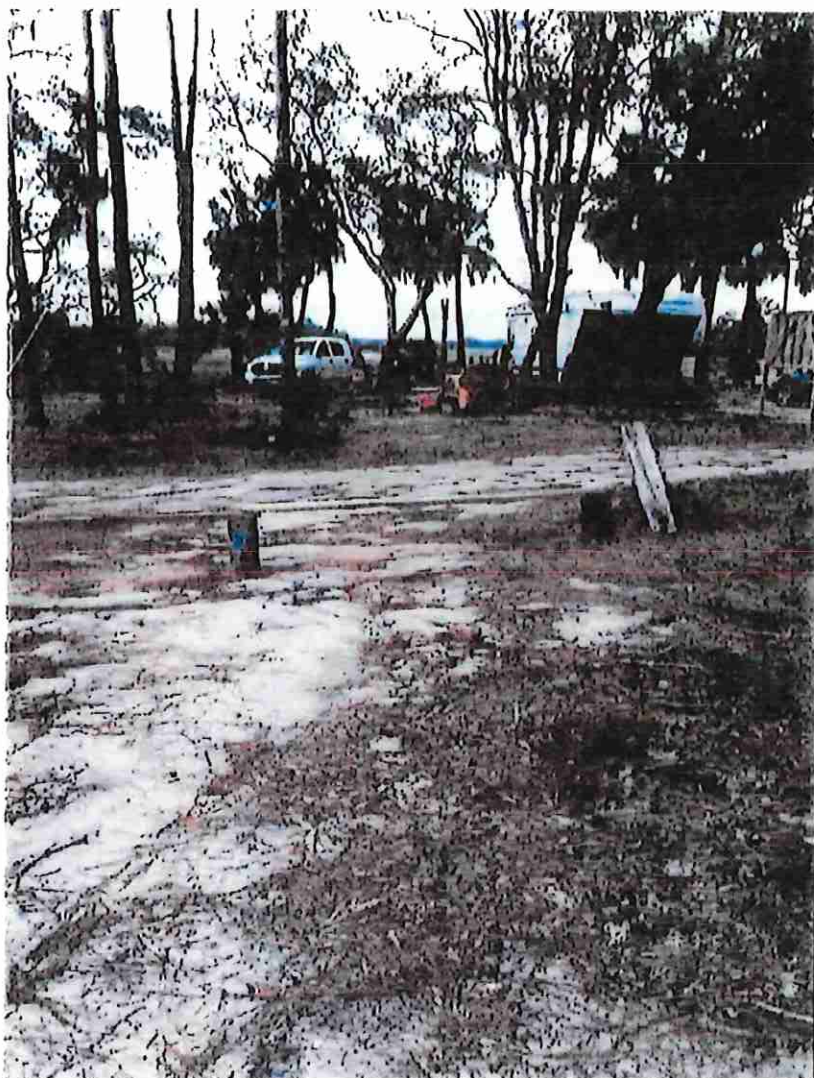
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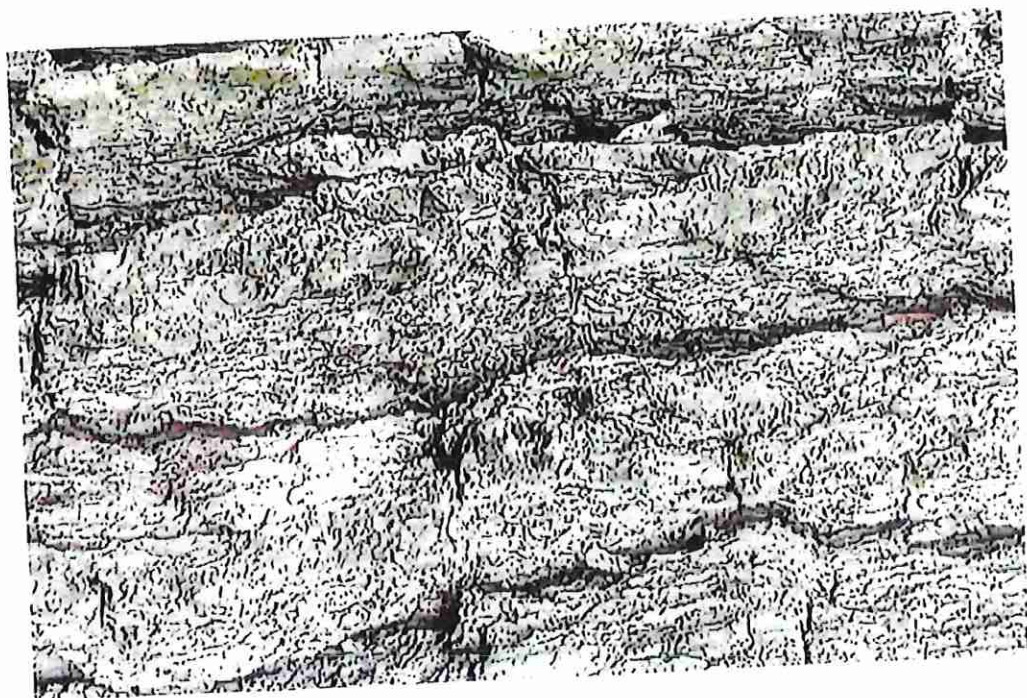
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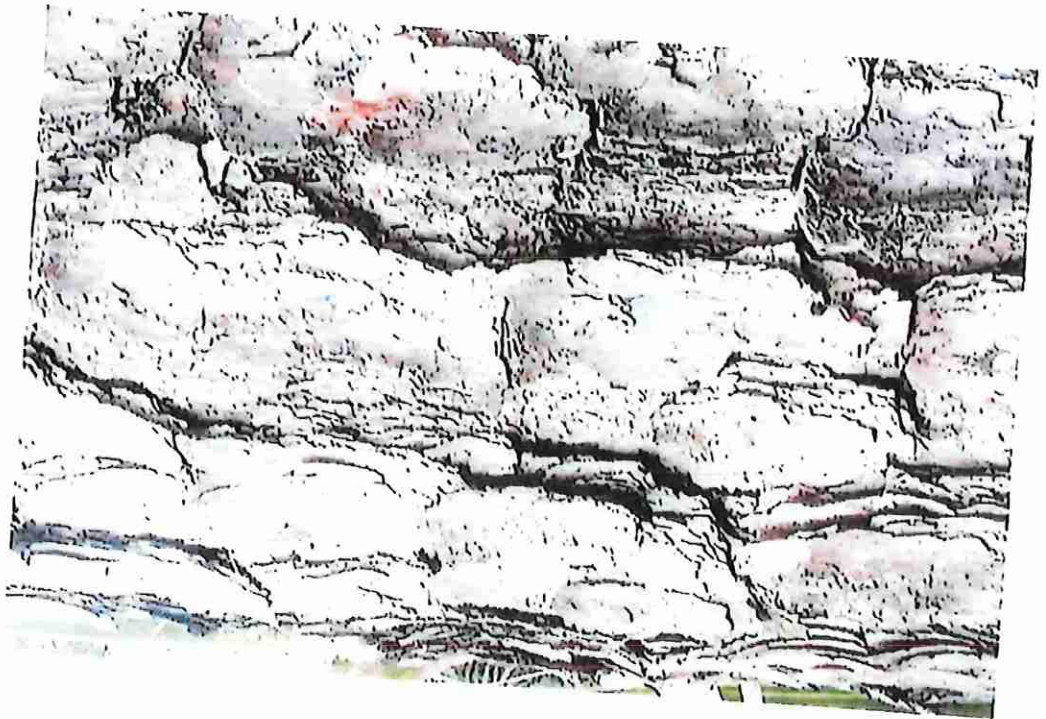


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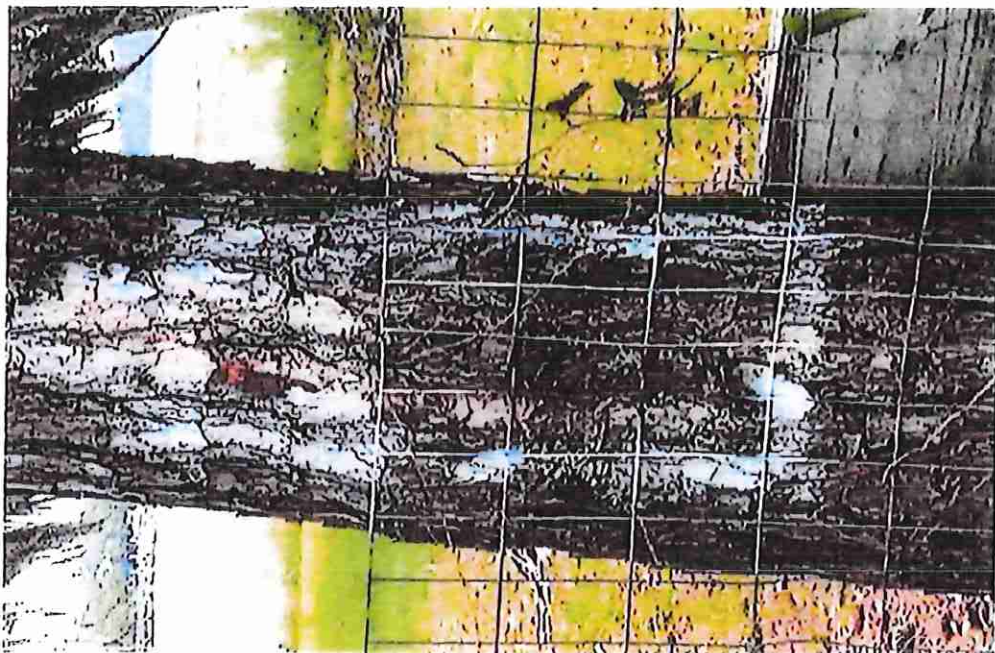




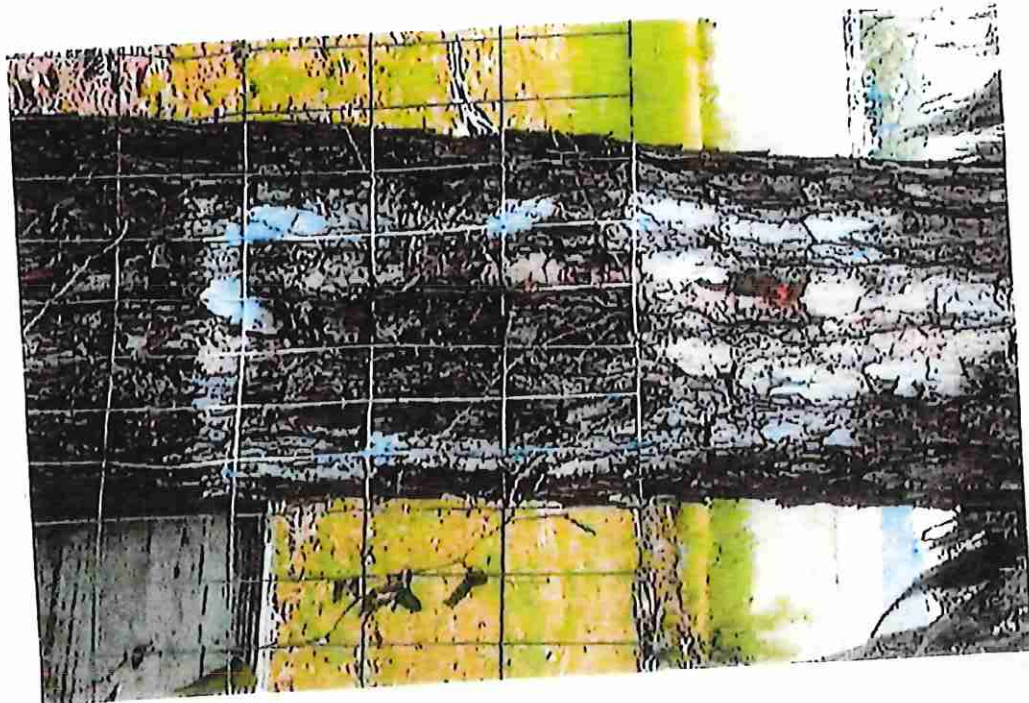
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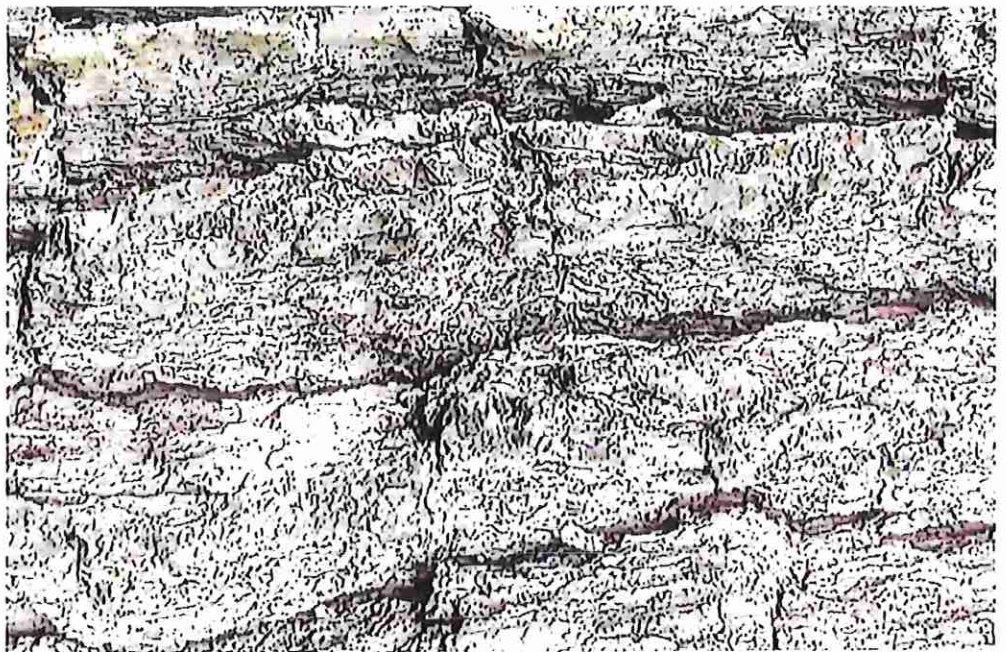
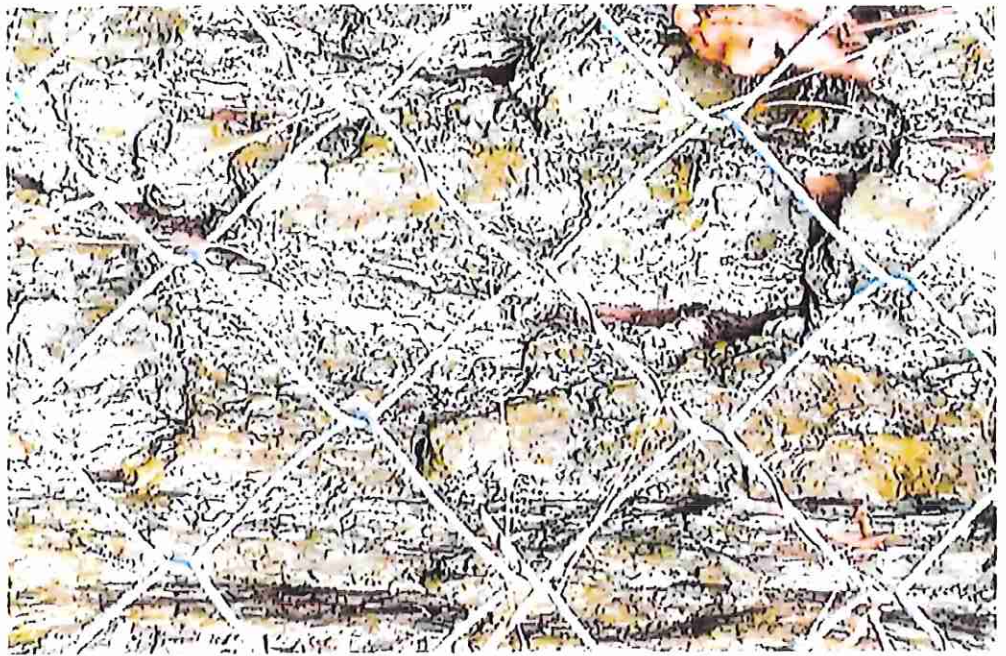
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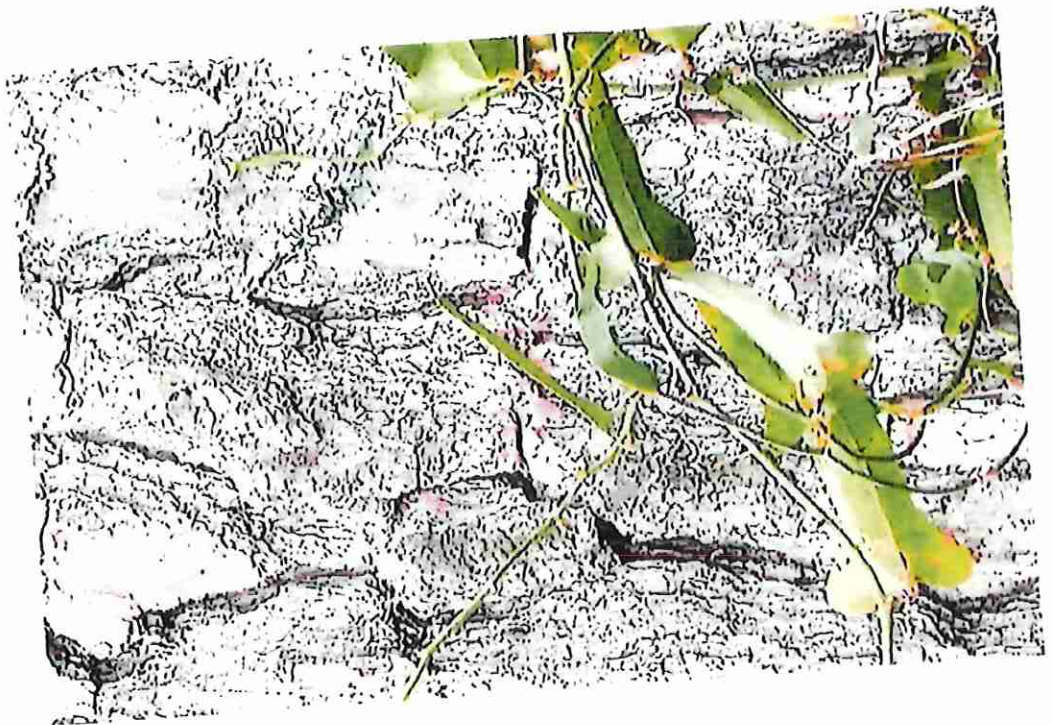
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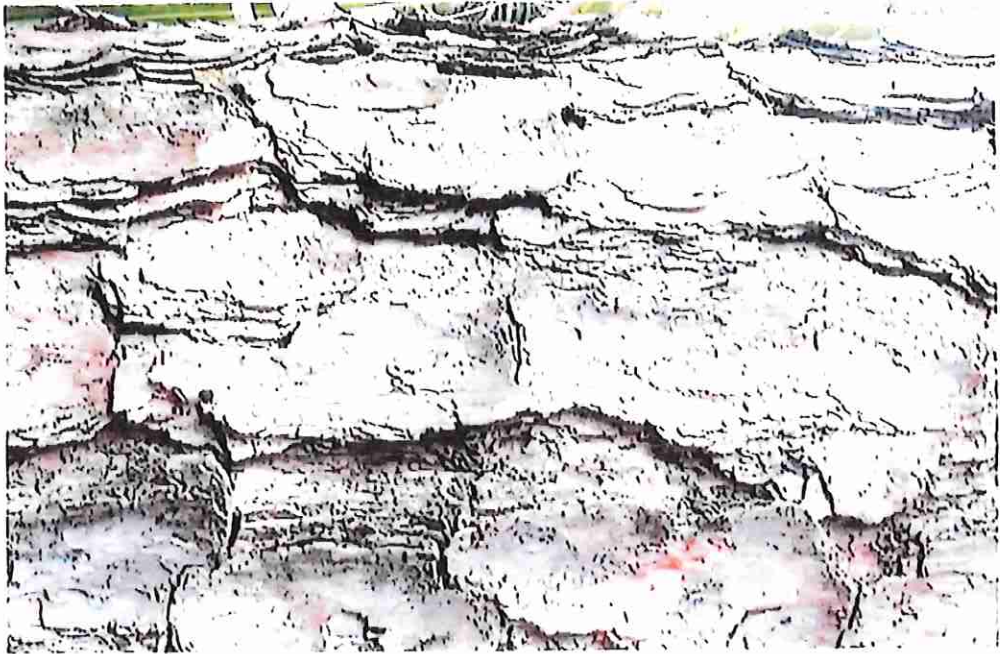
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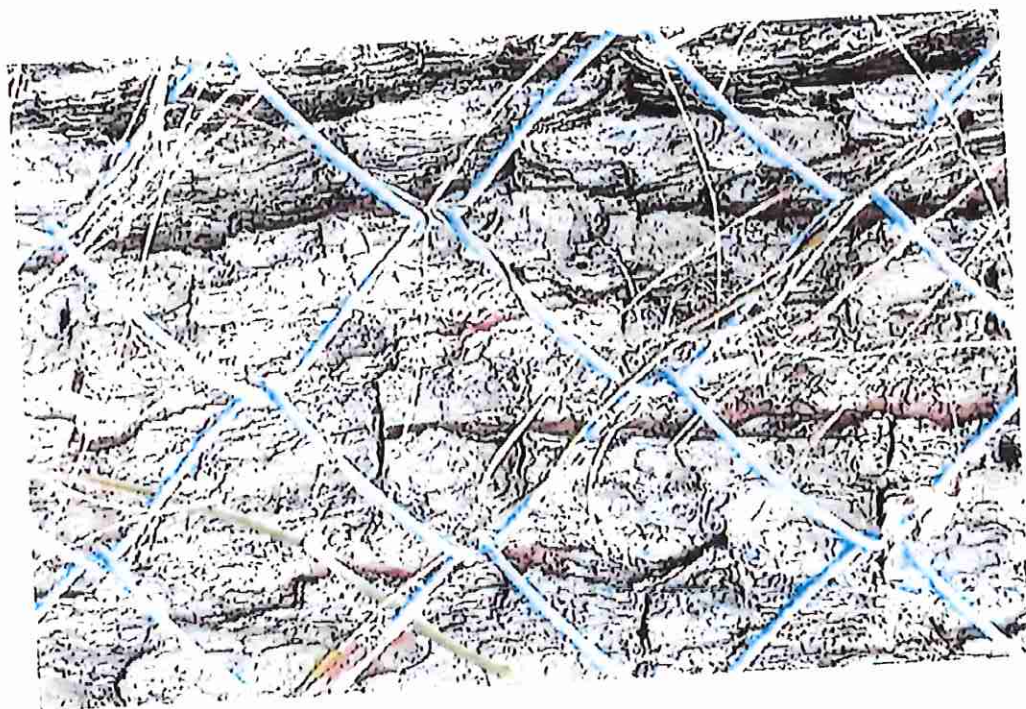
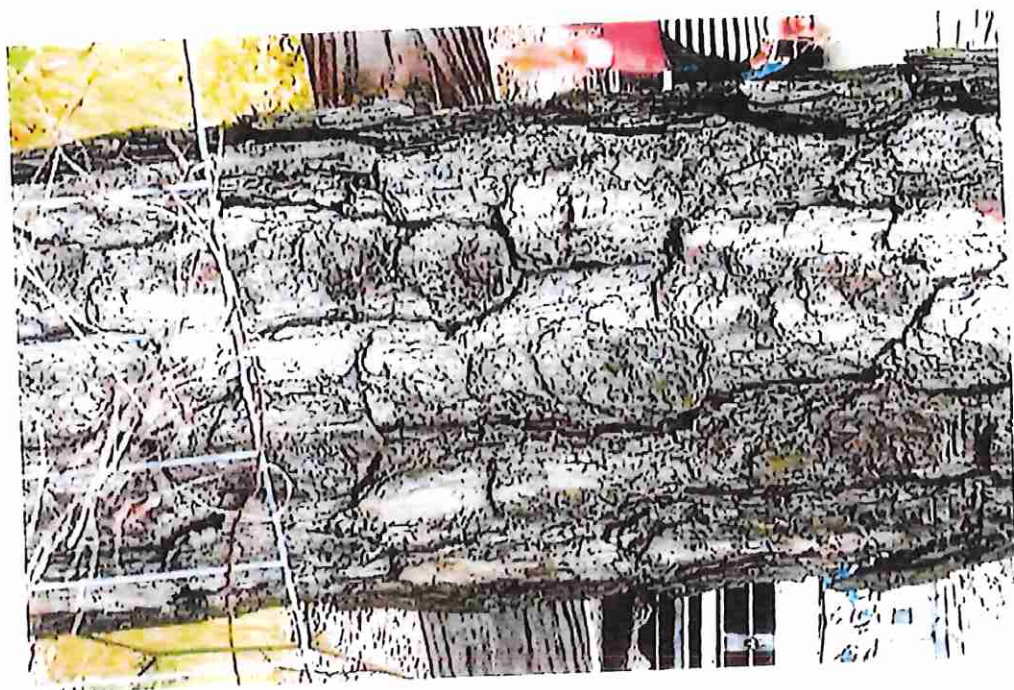
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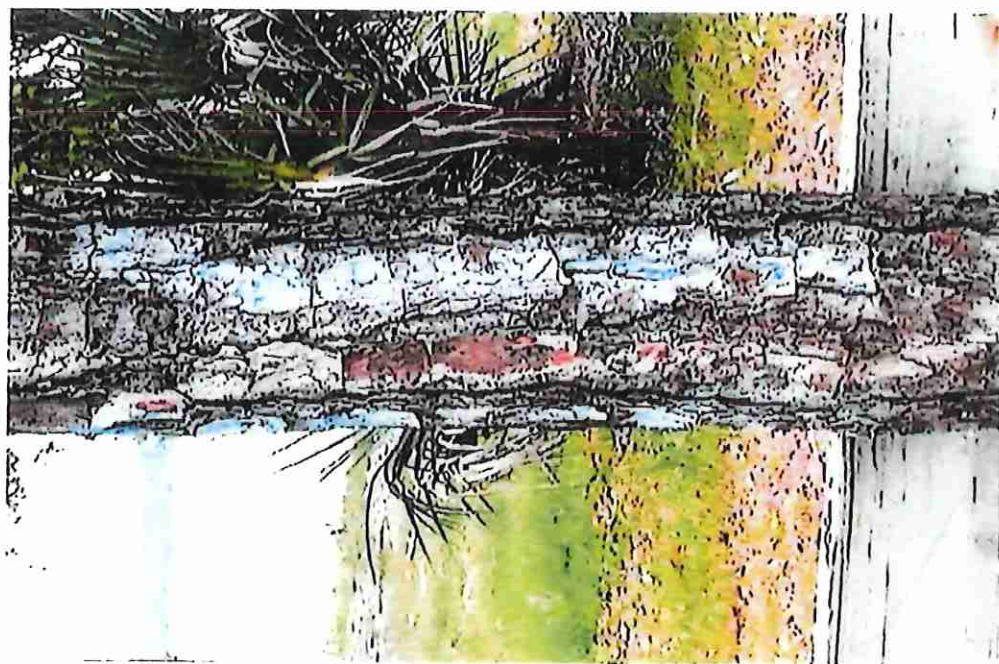
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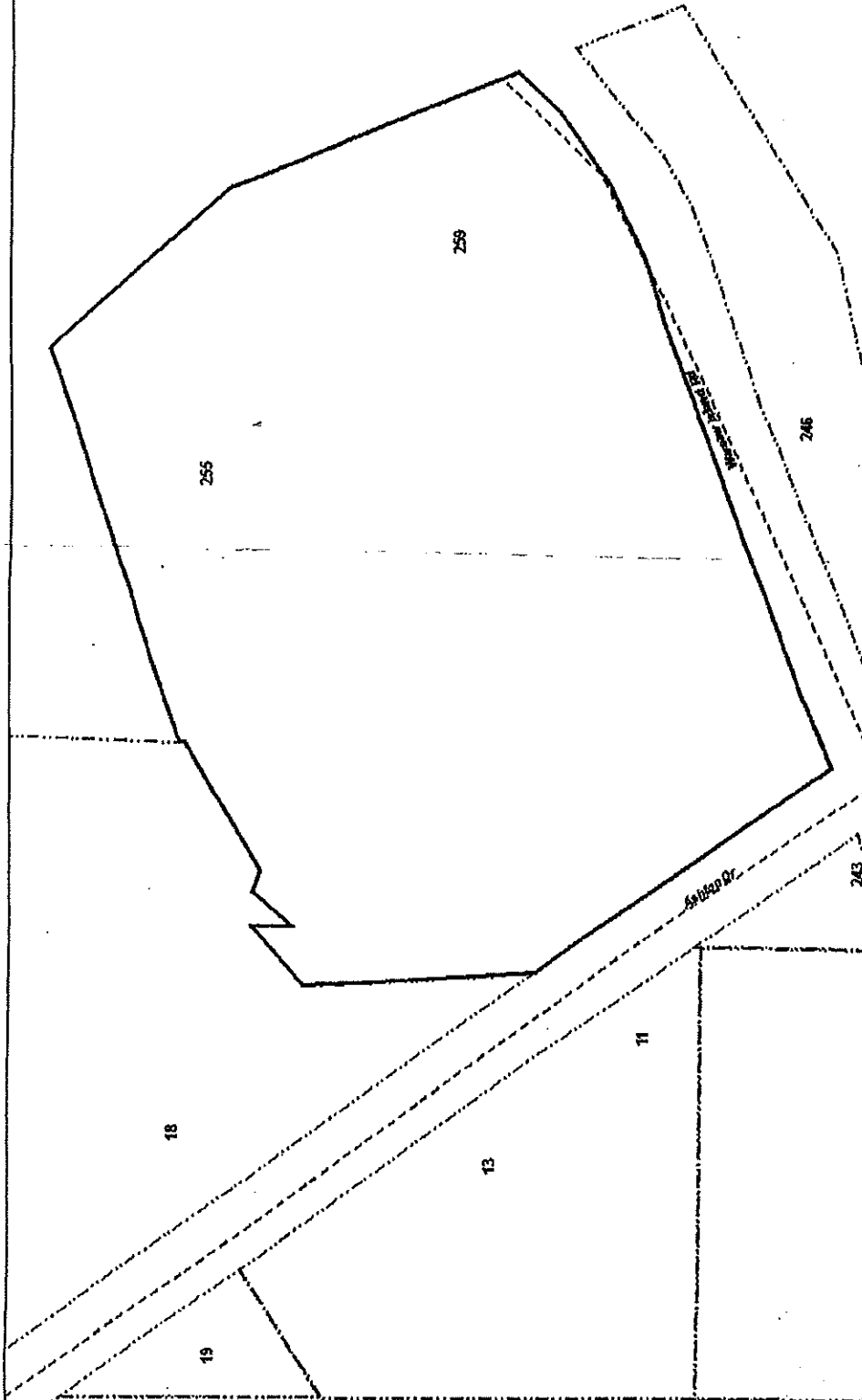
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ArcGIS Web Map

Ex 45



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Search Results: LiveParcels

Override 1

Road Classifications

--- COUNTY, UNPAVED

--- PRIVATE, UNPAVED

--- LiveParcels

1:1,128

0 0.0125 0.025 0.05 mi

0 0.02 0.04 0.08 km

470

The State of South Carolina,

KNOW ALL MEN BY THESE PRESENTS, That

I, Isabella Block of St. Helena's Township

in consideration of the sum of Sixty Two and 50/100 (\$62.50) Dollars, to and before the signing of these Presents, by ROBERT TAYLOR and MARY TAYLOR of St. Helena, South Carolina, the receipt whereof by the said ROBERT TAYLOR and MARY TAYLOR, their heirs, assigns and assigns all of that certain piece parcel or tract of land, situate, lying and being on Nagam's Island, St. Helena's Township, Beaufort County, South Carolina, and being bounded and described as follows to-wit: Bounded to the North by the Atlantic Ocean, to the East by the Atlantic Ocean, to the South by land of AVONDAE HAMMER, East by land of JERRY GARDNER, and West by land of the Estate of EUGENE PARKER, this deed is intended to convey Five (5) acres, more or less.

The correction made in the Willby Deed was made for the reason that in my making the said Deed I made a mistake in the description, I had designated Two and one-half (2 1/2) acres instead of Five (5) acres, more or less.

Test: 11th, 1939

In the presence of: Wm. Rodgers Elmer G. Rodgers Isabella Blount

TOGETHER with all and singular, the rights, franchises, hereditaments and appurtenances to the said premises belonging, or to anywise incident or appertaining TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said

KURWA TAYLOR and MARY TAYLOR heirs

[illegible]

WITNESS my hand and seal this 1st day of March 1944, in the year of our Lord and Dominion of the United States the first day of March 1944.

Alfred, Ewald and Delmar in the program all
John Simmons
E. B. Hodgson
Isabella Black

THE STATE OF SOUTH CAROLINA,
BARBERS Court. Personally appeared before me: John Simmons

with this _____ he _____ the whole amount _____ Isabelle Black _____
 off his head and _____ deliver the within written Dred and due _____ N.B. Rodgers _____

(REAL) W. B. Rodgers (REAL) John Simmons

THE STATE OF SOUTH CAROLINA

REINFORCEMENT OF POWER

any concern that Mrs. ... wife of the woman named ...
 that this day appears before me ... and upon being privately examined by me, did declare that she does freely, voluntarily and without any compulsion, demand as her last will and testament the sum of ...

Christ under the law and not, that

1. The name of the person or organization that is the subject of the report is Ad. B.

Reviewed and certified, this 1st day of March 1916.

_____ Deputy _____

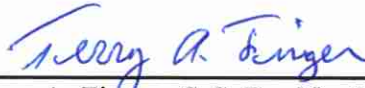
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May 20 2025

SC Court of Appeals

CERTIFICATE OF COUNSEL

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



Terry A. Finger, S.C. Bar No. 2012
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
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Hilton Head Island, SC 29925-4005
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Email: tfinger@fingerlaw.com
Attorney(s) for Appellant Taylor Reuben Adams

May 20, 2025

