

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
)
 TURNER’S MARINA LLC,)
)
 Plaintiff,)
)
 vs.)
)
 R.V. RESORT AND YACHT CLUB)
 OWNERS’ ASSOCIATION, INC.,)
 SECURITAS SERVICES, INC.,)
 MIKE MORALES, and SUNSET, INC.,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2021-CP-07-01085

**ORDER DENYING PLAINTIFF’S
RULE 59(e) SCRPC MOTION**

RECEIVED
May 23 2025
SC Court of Appeals

This matter comes before me upon the Plaintiff’s Rule 59(e) Motion to Alter or Amend Orders Dated August 5, 2024. (“Motion”). In response to the Motion, the Defendants filed on or about January 17, 2025, the R.V. Resort and Yacht Club Owners’ Association, Inc., and Sunset Inc.’s Memorandum of Law Opposing Plaintiff’s Rule 59(e) SCRPC, Motion (“Defendants’ Memorandum of Law.”) A hearing was held on the on the Motion in the Beaufort County Courthouse on Tuesday, January 21, 2025, at 9:30 a.m. Appearing was Thomas C. Taylor for the Plaintiff, Christopher D. Lizzi for the Defendant, R.V. Resort and Yacht Club Owners’ Association, Inc. (“POA”) and Russell P. Patterson for the Defendant Sunset, Inc. (“Sunset”). After careful and due consideration of the Motion, Defendants’ Memorandum of Law, and oral arguments of counsel, for the reasons discussed below, the Court denies said Motion.

A. August 5, 2024 Order to Enforce Settlement Agreement (Amendments to Lease- Armed Guards/Gates)

Plaintiff’s Motion lists three (3) separate claimed errors in connection with this Order dealing with the Court’s findings and conclusions on “Business Hours”, claim of control of additional properties, and the use of the pool. This Court finds and concludes its August 5, 2024 Order properly disposed of these issues.

B. August 5, 2024 Order to Enforce Settlement Agreement as to Amended Easement

Plaintiff's Motion lists three(3) grounds for the Court to reconsider its Order as to the Amended Easement. The Plaintiff's argument that the language in the Order is inconsistent with the language in § 9 of the Settlement Agreement is adequately addressed in the Court's first Order and no further discussion is necessary.

Plaintiff's second ground of its Motion asserts the Court's Order effectively grants a license to the Defendants to loiter upon the Plaintiff's business property "... when the law of easements in South Carolina provides that an easement is for moving across property to a defined exit point." Although the Plaintiff does not cite any legal authority in its Motion, based on the oral arguments, the Court understands the Plaintiff is asserting that the Amended Easement does not meet the *terminus* requirement of an appurtenant easement. The elements for an appurtenant easement are as follows:

1. the easement must inhere in the land;
2. concerning the premises;
3. **have one terminus on the land of the party claiming it; and**
4. being essentially necessary to the enjoyment thereof.

Shia v. Pendergrass, 222 S.C. 342, 351, 72 S.E.2d 699, 703((1952); *Windham v. Riddle*, 381 S.C. 192, 202, 672 S.E.2d 578 (2009). There is no question that the Amended Easement approved by the Court terminates on property owned by the POA. In fact, the Amended Easement terminates not in one(1) location on POA property, but in two (2) locations, as discussed below.

The POA owns two (2) separate parcels of land separated by Plaintiff's 1.43 acres parcel. The Amended Easement allows the POA and its members, guests, and invitees to go from one parcel it owns to the other, and to the public road. The POA owns 4.46 acres, as shown in the shaded area on Plat Book 57 at Page 168(Exhibit 4 to Defendants' Memorandum of Law) pursuant to the September 9, 1996 deed from Ora of Carolina, as recorded in Deed Book 893

at Page 671 (Exhibit 5 to Defendants' Memorandum of Law) . As noted above, the Plaintiff owns Parcel B, 1.43 acres per PB 57 P 168. Attached as Exhibit 6 to Defendants' Memorandum of Law is a color-coded plat showing the ownership of the three(3) parcels in questions. § 2(c) of the Amended Easement (Exhibit 1 to Defendants' Memorandum of Law) clearly states the easement over Parcel B , owned by the Plaintiff, is as follows:

“2(c) The Amended Easement is for the benefit of and is appurtenant to all those certain pieces, parcels or tracts of land lying, situate and being on Hilton Head Island, Beaufort County, South Carolina, consisting of approximately 200 RV Lots (1 - 200), the roadways, tennis court(s), pool(s), building(s), parking, open spaces, and the well site, all as shown on that certain plat or survey entitled "R.V. Resort & Yacht Club, Hilton Head Island, South Carolina Plot Plan" dated September 7, 1981, and last revised July 26, 1983, recorded in the ROD in Plat Book 29 at Page 184, as prepared by Forrest F. Baughman, a South Carolina Registered Land Surveyor (S.C.Reg. No. 4922) **and** that certain property owned by Grantee as more particularly depicted as "Parcel A" on the 2017 Survey.”

The POA owns property at the end of the easement in both directions- not just one. The requirement of a terminus under *Shia* and *Windham* is thus met.

In addition, the Court finds and concludes that the language of §9 of the Settlement Agreement simply expanded the scope of the easement over the Plaintiff's land and did not in reality create a new easement. The original 1984 Easement (DB 397 P 1611) provided a permanent, non- exclusive right-of-way over and across the “paved roads” on Plaintiff's property, consisting of 1.4 acres. The original 1984 Easement made it clear that the POA and its members had the right to use only the paved roads on Plaintiff's property to access not only the roads within the RV campground area, but the tennis courts, recreational building and all other property in the entire development show on PB 29 P 184 (Ex. 8 to the Defendants' Memorandum of Law). As set forth in the Sibley Affidavit, to resolve prior disputes and allegations by Plaintiff of a claimed trespass against the POA and its members, (i.e. POA members who were not always using the paved roads), the scope of the easement was expanded in the Settlement Agreement to allow for said easement rights to cover the entirety of the Plaintiff's 1.4-acre parcel-

not just the paved roads.(Sibley Aff. §3). Just as in the original 1984 Easement, the Amended Easement has “end points” to the POA’s roadways around the RV lots to the South of Plaintiff’s parcel and the POA’s 0.83-acre Parcel A to the North. The only substantive change made by the Settlement Agreement is the easement is no longer limited to “paved roads.”

The final ground of Plaintiff’s Motion is its objection to wording in the Court’s Order which states Plaintiff was involved with drafting of the Amended Easement. With the consent of the Defendants, Section 14 of the Amended and Restated Easement, attached as Exhibit 1 to the Court’s Order of August 5, 2024, is deleted. In its place, the following is inserted.

“14. Intentionally Blank.”

AND IT IS SO ORDERED.

Marvin H. Dukes III
South Carolina Circuit Court Judge

Beaufort, South Carolina
March ____, 2025.



Beaufort Common Pleas

Case Caption: Turners Marina Llc VS R V Resort And Yacht Club Owners Association Inc , defendant, et al
Case Number: 2021CP0701085
Type: Order/Other

So Ordered

s/Marvin H. Dukes III #2785