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SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

Case No. 2021-CP-10-2661
Appellate Case No. 2024-001312

Jason Loy Harn.....Respondent,

v.

Mary Nicole Reavis f/k/a Mary Nicole Harn.....Appellant.

RECORD ON APPEAL

Volume I

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Jason Loy Harn

RECORD ON APPEAL TABLE OF CONTENTS

Volume I

ORDERS

1. Order Granting Publication, September 2, 2021	1
2. Order of Default and Reference, January 11, 2022	3
3. Scheduling Order, February 28, 2022	5
4. Order Denying Motion to Compel Settlement, January 17, 2023	7
5. Order Granting Partition, June 27, 2024	10
6. Order Denying Motion to Reconsider, July 12, 2024	18
7. Order Granting Motion for Bond, October 9, 2024	21
8. Order Denying Motion to Reconsider, October 24, 2024	24
9. Order Motion for Extension to Comply with Bond, November 25, 2024	27

PLEADINGS

1. Summons and Complaint, June 8, 2021	30
2. Lis Pendens, June 8, 2021	34
3. Amended Lis Pendens, August 8, 2021	35
4. Affidavit of Non-Service, September 1, 2021	36
5. Affidavit of Due Diligence, Petition for Service by Publication, September 1, 2021	37
6. Affidavit of Publication, September 29, 2021	40
7. Affidavit of Default, January 6, 2022	41
8. Notice of Appearance, February 25, 2022	44
9. Answer and Counterclaim, March 16, 2022	45
10. Reply to Counterclaim, April 14, 2022	49
11. Proof of ADR, June 27, 2022	51
12. Amended Summons and Complaint, January 27, 2023	52
13. Affidavit of Default, February 20, 2023	58
14. Answer and Counterclaim, March 8, 2023	62
15. Notice of Appeal, August 9, 2024	66

MOTIONS

1. Plaintiff's Motion to Compel Settlement, October 4, 2022	70
3. Plaintiff's Motion to Amend Complaint, October 6, 2022	75
4. Defendant's Motion to Appoint Appraiser, April 14, 2023	88
5. Defendant's Motion for Continuance with Affidavit, April 14, 2023	91
6. Plaintiff's Motion for an Order of Default Judgment, March 8, 2023	95
7. Defendant's Motion to Reconsider, July 8, 2024	97
8. Plaintiff's Motion for Bond, August 14, 2024	100
9. Defendant's Motion to Reconsider the Bond Order, October 19, 2024	102
10. Defendant's Motion for Extension to File Bond, November 08, 2024	107

TRANSCRIPTS

1. Trial Transcript, Vol. I., April 18, 2023	110

Volume II

TRANSCRIPTS

2. Trial Transcript, Vol. II, April 26, 2023.....	369
3. Hearing Plaintiff's Motion for Bond Transcript, Vol. II, April 26, 2023.....	563

OTHER

1. Defendant's Memorandum in Opposition to Plaintiff's Motion to Complete Settlement.....	590
2. Defendant's Memorandum in Opposition to Plaintiff's Motion for Bond.....	593
3. Bond.....	596
4. Public Case Index.....	598

EXHIBITS

1. Plaintiff's Trial Exhibit 1.....	605
2. Plaintiff's Trial Exhibit 2.....	610
3. Plaintiff's Trial Exhibit 3.....	641
4. Plaintiff's Trial Exhibit 4.....	642
5. Plaintiff's Trial Exhibit 5.....	643
6. Plaintiff's Trial Exhibit 6.....	644
7. Plaintiff's Trial Exhibit 7.....	645
8. Plaintiff's Trial Exhibit 8.....	646
9. Plaintiff's Trial Exhibit 9.....	648
10. Plaintiff's Trial Exhibit 10.....	656
11. Plaintiff's Trial Exhibit 11.....	691
12. Plaintiff's Trial Exhibit 12.....	692
13. Plaintiff's Trial Exhibit 13.....	695
14. Plaintiff's Trial Exhibit 17.....	698
15. Plaintiff's Trial Exhibit 18.....	723
16. Defendant's Trial Exhibit 2.....	724
17. Defendant's Trial Exhibit 3.....	729
18. Defendant's Trial Exhibit 4.....	730
19. Defendant's Trial Exhibit 5.....	732
20. Defendant's Trial Exhibit 6.....	733
21. Defendant's Trial Exhibit 7.....	739
22. Defendant's Trial Exhibit 8.....	748
23. Defendant's Trial Exhibit 9.....	750
24. Defendant's Trial Exhibit 10.....	761
25. Defendant's Trial Exhibit 11.....	763
26. Defendant's Trial Exhibit 12.....	765
27. Defendant's Trial Exhibit 6.....	796

COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)
)
 Jason Loy Harn,)
 Plaintiff,)
)
 vs.)
)
 Mary Nicole Reavis f/k/a,)
 Mary Nicole Harn,)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT
 Civil Action No. 2021-CP-10-02661

ORDER OF PUBLICATION

IT APPEARING to my satisfaction from the attached Affidavit of Jeffrey T. Spell, Attorney for Plaintiff, and the Complaint herein, that a cause of action exists in favor of the Plaintiff against the Defendant to partition real property located in the County and State aforesaid and that the Defendant can't be found within the State after due diligence;

NOW, THEREFORE on the Motion of Jeffrey T. Spell, Attorney for the Plaintiff and pursuant to Section 15-9-710(5) of the South Carolina Code of Laws, it is hereby

ORDERED, that the Summons and Notice, together with the Notice of Filing, and Notice of Order of Publication thereof in the Office of the Clerk of COurt for Charleston County, South Carolina be served upon the Defendant by publication of the same in a newspaper published in the County and State aforesaid, which newspaper is most likely to give notice to the said Defendant once a week for three consecutive weeks.

 Date

 Judge, Charleston County



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Order/Publication

So Ordered

s/Julie J. Armstrong, Charleston County Clerk of
Court, by BLC

Electronically signed on 2021-09-02 16:46:04 page 2 of 2

COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)
)
 Jason Loy Harn,)
 Plaintiff,)
)
 vs.)
)
 Mary Nicole Reavis f/k/a,)
 Mary Nicole Harn,)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT
 Civil Action No. 2021-CP-10-02661

ORDER OF DEFAULT AND REFERENCE

This is an action for partition of real property located in Charleston County, State of South Carolina. The Defendant is in default as appears by the Affidavit of Default filed herein.

Therefore, on Motion of Jeffrey T. Spell, Esquire, Attorney for Plaintiff, it is ORDERED that this action be and the same hereby referred to the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, to take testimony, to determine the issues and to make appropriate findings of fact and conclusions of law to this Court, and to report any special matters with leave to enter a final judgment herein the foregoing Order being supported under Circuit Court Rule 53(b) and (c), of the South Carolina Rules of Civil Procedure, as amended, with finality and appeal to the Supreme Court or Court of Appeals pursuant to Section 14-11-85.

IT IS SO ORDERED.

 Judge, Charleston County

I SO MOVE:

s/Jeffrey T. Spell
 Jeffrey T. Spell
 Attorney for Plaintiff



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Order/Other

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2022-01-11 10:45:05 page 2 of 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO: 2021-CP-10-2661
	)	
JASON LOY HARN	)	SCHEDULING ORDER
	)	
Plaintiff(s),	)	
-vs-	)	
	)	
MARY NICOLE REAVIS F/K/A	)	
MAY NICOLE HARN	)	
	)	
Defendant(s).	)	
	)	

Pursuant to Rule 16 of the South Carolina Rules of Civil Procedure, the following schedule is established in this case based upon an in court and/or telephone conference.

1. All motions to amend the pleadings join additional parties shall be filed on or before **March 15, 2022**.
2. The plaintiff(s) must identify any experts on or before **N/A**.
3. The defendant(s) must identify any experts on or before **N/A**.
4. Discovery shall be completed on or before **June 30, 2022**.
All discovery requests must be served in time for the response thereto to be served within this deadline.
5. All dispositive motions shall be filed on or before **July 15, 2022**.
a. Otherwise the parties agree any untimely motions shall be waived.
6. The parties shall mediate this case with **Todd Manley, Esq. before May 31, 2022***.
The mediator shall submit his written report to the court within 10 days of mediation.
7. The party shall submit a pre-trial brief to be exchanged, a list of witnesses and a good faith estimate of time for trial and all other matters per Rule 16(a)(8).
8. Upon completion of all steps noted above, the matter shall be set for a pre-trial hearing on **August 1, 2022 at 10:00 a.m.**
9. This order may not be amended except by order of the Mikell R. Scarborough, Master-In-Equity for Charleston County.
IT IS SO ORDERED.

Charleston, South Carolina

Mikell R. Scarborough
Master-In-Equity

* If unavailable, Bo Wilson shall mediate.



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Order/Scheduling Order

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2022-02-28 11:49:54 page 2 of 2

RECORD000006

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP1002661

Jason Loy Harn
PLAINTIFF(S)

Mary Nicole Reavis et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

This matter came before the Court on the Plaintiff's Motion to Compel Settlement and Motion to Amend Complaint. The Court respectfully DENIES the Motion to Compel Settlement and the parties consent to the Motion to Amend the Complaint. Parties agree to return to mediation with Todd Manley, Esq. to attempt to reach a settlement before the trial set for April 18, 2023 at 9:30 a.m.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/17/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-01-17 12:28:34 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	ORDER GRANTING PARTITION
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendant.	)	
_____	)	

THIS MATTER CAME BEFORE THE COURT for a trial on the merits on April 18, 2023, and April 26, 2023. Present at the hearing were the Plaintiff Jason Loy Harn and his counsel G. Hamlin O’Kelley, III, Esq. Also present were the Defendant Mary Nicole Reavis f/k/a Mary Nicole Harn and her counsel Justin McGee, Esq. Based upon the testimony presented, the Exhibits entered as evidence, and the matters presented, the Court makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Plaintiff, Jason Loy Harn, (“Plaintiff”), is a citizen and resident of Charleston County.
2. The Defendant, Mary Nicole Reavis f/k/a Mary Nicole Harn (“Defendant”), is a citizen and resident of Charleston County.
3. The Plaintiff and Defendant are brother and sister who, as tenants in common, own property located in Charleston County which they received through a Deed of Distribution from their father Loy Harn’s estate in May 2003. (Plaintiff’s Ex. 1).

4. The subject property is located at 1506 Highway 45, McClellanville, SC 29458 (the "Property"). There are no other parties who claim an interest in the Property.

5. The Property is comprised of almost forty-six (46) acres of land with a house, a barn, and other outbuildings. (Plaintiff's Ex. 2, Appraisal)

6. The Plaintiff contends the property should be partitioned in kind. The Defendant previously agreed to sell her interest in the property; however, she then changed her mind.

7. This Court has jurisdiction over the parties and the subject matter of this dispute.

8. The Property which is the subject of this litigation was conveyed to Loy William Harn by deed of Charles A. Felder, Jr., dated February 19, 1990, and recorded on February 20, 1990, in Book X190 at Page 834 in the Office of the Register of Deeds for Charleston County.

9. The Property was then conveyed by Deed of Distribution from Mary Alice Harn, as Personal Representative of the Estate of Loy William Harn dated January 29, 2002, and recorded May 16, 2003, in Book A449 at Page 457 to Mary Nicole Harn, a one-half (1/2) undivided interest and to Jason Loy Harn, a one-half (1/2) undivided interest.

10. The Property is more particularly described in the aforementioned deed as follows:

ALL that certain piece, parcel or tract of land containing forty-five (45.96) acres, more or less, situate, lying and being near McClellanville, in St. James Santee Parish, County of Charleston, and being more particularly described on a plat entitled "Plat of a 45.96 acre tract located near McClellanville, St. James-Santee Parish, Charleston Co., SC" surveyed by Harold J. LeaMond, P.L. & L.S., dated April 7, 1970, and recorded in Plat Book Z, Page 119, in the office of the Clerk of Court for Charleston County; reference to which plat is hereby made for a more full and complete description.

Being the same property conveyed to Mary Nicole Harn, a one half (1/2) undivided interest and Jason Loy Harn, a one-half (1/2) undivided interest by deed of Deed of Distribution from Mary Alice Harn, as Personal Representative of the Estate of Loy William Harn dated January 29, 2002, and recorded May 16, 2003, in Book A449 at Page 457 in the Office of the Register of Deeds for Charleston County.

TMS No. 762-00-00-074

11. The Defendant, Mary Nicole Harn, is married to James Reavis and is now known as Mary Nicole Reavis.

12. The Property is owned by the parties hereto in equal shares (50/50 each).

13. At the time of the filing of this action, the parties were unable to reach an agreement either to divide the Property between themselves or for a sale of the Property.

14. The Plaintiff seeks partition of the property in kind pursuant to S.C. Code Ann. §15-61-10, *et seq.*

15. The Defendant and her husband have sought to oust the Plaintiff from the property and refused to allow him access to the property; however, this has only occurred since the Plaintiff moved out of the house located on the property in the year 2020.

16. The Plaintiff asked this Court to inquire into these matters and order a partition of this property, preferably in kind, or by purchase of the Defendant's interest in the property (allotment), pursuant to S.C. Code Ann. §15-61-10, *et seq.*

17. The fair market value for the property was previously set at \$650,000.00 as evidenced by an agreement, signed by the parties on June 23, 2022. (Plaintiff Ex. 11). The Defendant agreed to sell her half-interest in the property to the Plaintiff; however, the agreement was never consummated and this lawsuit continued.

18. Although the Defendant's husband does not have an ownership interest in the Property, Plaintiff and Defendant's husband have had several altercations at the Property.

19. Consequently, I find Defendant has interfered with the Plaintiff's quiet enjoyment of the property.

20. Defendant has also failed to pay the taxes, upkeep, and maintenance of the property; however, Defendant has placed homeowners' insurance on the property. Also, Defendant's husband now conducts commercial enterprises on the property for which he pays no rent.

21. The parties all resided together in the property at the time COVID-19 commenced until they got into several disagreements while residing together in the house. Plaintiff then moved out of the property. As a consequence of that move, Plaintiff and his wife have incurred rental expenses for where they have moved during the pendency of this action. While Defendant and her husband have continued living on the Property, they have not paid rent for its use. As tenants in common, the possession of one co-tenant is deemed the possession of all and so does not require the Defendant to pay rent. Watson v. Little, 224 S.C. 359, 79 S.E.2d 384 (1954). This well-established rule of law applies unless and until the Plaintiff can establish ouster by clear and convincing evidence, which I find does not apply here. See Fender v. Smashum, 354 S.C. 504, 581 S.E.2d 853 (Ct. App. 2003). However, I find that Plaintiff is entitled to seek contribution for the payment of taxes as he testified that he has paid taxes for all but two of their 20 years of ownership.

22. One proposal the parties discussed for subdividing the Property is shown on Plaintiff's Exhibit 5. This subdivision would have provided access to the Property; however, the Defendant refused to sign the plat and the proposed subdivision of the Property did not occur.

23. Since moving into the property, Defendant's husband James Reavis has purchased an 18-acre tract of land which is adjacent to the subject property. A dirt road, which provides prescriptive easement access to both lots, crosses through the Reavis tract. It is clear to this Court, that the continued use of this roadway by the parties will provide them with abundant opportunity for further conflicts as adjoining neighbors.

24. Based upon the testimony at trial, both parties stated they were not interested in the house where Defendants currently reside. In addition, both parties' expert appraisers submitted that the house on the property has a value of approximately \$375,000. The total value of the property per the Plaintiff's expert was \$900,000 while the Defendant's expert testified the property was valued at \$807,000, after depreciation of the house. The Court finds the value of the property, with improvements thereon, is \$900,000. The issue for the Court is how to fairly partition the property.

25. I find the property consists of 46 acres of land and is owned only by the two parties, such that the property can readily be partitioned in kind. At trial, the parties submitted several proposals for partition in kind. The Court finds that Plaintiff's Exhibit 5 shows the subdivision which most effectively divides the property; however, the Court believes the proposal should be altered in order to equalize the value of the property to each party.

26. The Court will award the proposed Tract 2, which includes the house, to the Defendant as she resides there; however, the garage/shed should be awarded to Plaintiff as part of Tract 1. The property line shall be set at an area between the shed and the pond which shall remain on the house lot. This proposal results in more land being awarded to the Plaintiff which the Court approximates to be 33 acres. The remaining 13 acres will constitute Tract 2 and belong to the Defendant. A survey will be required to show the actual property lines to the respective lots and the Court will retain jurisdiction to approve the subdivision. The parties will share equally in the cost of this survey. (The approximate lot lines are best shown on Plaintiff's Exhibit 18.)

27. The Court is concerned with the Plaintiff's access to the newly created Lot 1. The parties testified to an alternate access across Bootsie Way, which is part of the Landry Farms neighborhood adjacent to Lot 1. Bootsie Way ends at the Reavis lot which makes it the Dominant

Estate for Bootsie Way. As there exists a roadway to the property which has been in use for years to access the Harn property, the Court does not require the Plaintiff to access his lot through Bootsie way; however, it is recommended that Plaintiff seek some alternative access to his lot.¹

28. Finally, in order to equalize the values of the property the Court has determined, based upon the appraisal figures submitted, that the per acre price of the property is \$11,400 per acre. In order to equalize the respective values given the award of the house to Defendant, the Court finds that Defendant shall make a financial contribution to the Plaintiff in the amount of \$73,500. This figure represents the respective values of the property as partitioned.²

29. In addition, based upon the contributions that Plaintiff has made to keep the property maintained and the taxes paid, even since removing himself from the property and maintaining it while in use by Defendant, the Court finds Plaintiff is entitled to be reimbursed for half of the costs paid over the years. In Plaintiff's Exhibit 13, Plaintiff presents his costs and damages incurred: \$1,550 for appraisals, \$5,250 in surveys, \$5,000 in new roof materials, and \$27,000 for nine years of property taxes, for a total of \$38,800. Plaintiff's half portion of those expenses equals \$19,400. Accordingly, the Plaintiff is to be awarded the total amount of \$92,900 as the sum owed to equalize the property values in this partition action. A judgment against Defendant's interest may issue if this sum is not paid (or arrangements made to pay this sum) within six months of the final approved subdivision of the property into two lots.

¹ As Tract 2 and the Reavis lot constitute the servient estate for Tract 1 (the dominant estate), Defendant shall have the right to move the road across her property; PROVIDED, Plaintiff is not denied reasonable and equal access to his lot. An alternative proposal presented at trial was for Plaintiff to join the Landry Farm HOA and access his lot from Bootsie Way. This may well be a less costly alternative for all concerned. The court finds it would be appropriate for Defendant to pay Plaintiff's share of HOA dues for a period of 10 years to effectuate this arrangement if the parties can agree but the court will not order this at this time.

² Defendant has a \$375,000 house and \$148,200 worth of land which totals to \$523,200. Plaintiff receives land valued at \$376,200. The difference of \$147,000 divided in half equals to \$73,500.

30. Finally, because there is no common fund created from this partition as there is no sale, the parties shall be responsible for payment of their own attorney's fees. Rule 71, SCRCP.

IT IS SO ORDERED!

Mikell R. Scarborough
Master in Equity for Charleston County



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Master/Order/Partition and Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2024-06-27 13:42:28 page 8 of 8

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP1002661

Jason Loy Harn
PLAINTIFF(S)

Mary Nicole Reavis et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Upon consideration, the Court respectfully DENIES the Defendant's Motion to Reconsider, filed July 8, 2024.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/12/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2024-07-12 09:59:57 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	
	)	ORDER GRANTING
	)	THE PLAINTIFF'S MOTION FOR
Plaintiff,	)	BOND PURSUANT TO SCACR
	)	RULE 241(b)(4)
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendant.	)	
_____	)	

THIS MATTER CAME BEFORE THE COURT on October 2, 2024, for a hearing on the Plaintiff's Motion for Bond pursuant to SCACR Rule 241(b)(4), filed August 14, 2024. Present at the hearing were the Plaintiff's attorney G. Hamlin O'Kelley, III, and the Defendant's attorneys David Conor Keys and Justin McGee. For the reasons stated herein, the motion is GRANTED.

The Plaintiff moved for an Order for a bond against the above-named Defendant pursuant to Rule 241(b)(4) of the South Carolina Rules of Civil Procedure and pursuant to S.C. Code Ann. §18-9-170, arising from this Court's Order of June 27, 2024, granting a partition of real property located in Charleston County, South Carolina.

That Order is a judgment directing delivery of possession of real property. As provided in S.C. Code Ann. § 18-9-170, a matter directing the delivery or sale of real property under appeal cannot be stayed unless the appellant provides a written undertaking with two sureties. The Court has partitioned the property and ordered that title be conveyed pursuant to the Order, which constitutes the delivery of real property per the statute. *See also C-Sculptures, LLC v. Brown*, 393

S.C. 27, 709 S.E.2d 705 (Ct. App. 2011)(execution of judgment for sale or delivery of property shall not be stayed unless party against whom judgment is issued obtains a bond).

Further, this Court has further ordered that the Plaintiff be awarded Ninety-Two Thousand Nine-Hundred and No/100 (\$92,900.00) Dollars to equalize property values and expenses paid by the Plaintiff for the property;

I FIND that a bond with sureties in the amount of Fifty Thousand and No/100 (\$50,000.00) Dollars is sufficient to stay judgment pending appeal; therefore, it is hereby

ORDERED that S.C. Code Ann. § 18-9-170 applies to this matter concerning the delivery of real property, the Defendant shall obtain a bond in the amount of Fifty Thousand and No/100 (\$50,000.00) Dollars, which bond must be paid within thirty (30) days of the filing of this Order in order to stay the execution of judgment while this matter remains on appeal.

IT IS SO ORDERED!

Charleston, South Carolina
_____, 2024

Mikell R. Scarborough
Master in Equity for Charleston County



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2024-10-09 14:10:31 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP1002661

Jason Loy Harn
PLAINTIFF(S)

Mary Nicole Reavis et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Upon consideration, this Court respectfully DENIES the Defendant's Motion to Reconsider the Order Granting Plaintiff's Motion for Bond, filed October 19, 2024.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/24/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2024-10-24 14:39:02 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP1002661

Jason Loy Harn
PLAINTIFF(S)

Mary Nicole Reavis et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Defendant filed a Motion for Extension of Time to Comply with the Bond Order filed November 8, 2024. The bond was posted on November 13, 2024 so the motion is MOOT.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 11/25/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Jason Loy Harn VS Mary Nicole Reavis , defendant, et al

Case Number: 2021CP1002661

Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2024-11-25 11:12:58 page 3 of 3

RECORD000029

COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)
)
 Jason Loy Harn,)
 Plaintiff,)
)
 vs.)
)
 Mary Nicole Reavis f/k/a,)
 Mary Nicole Harn,)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT
 Civil Action No. 2021-CP-10-_____

SUMMONS AND NOTICE

To the Defendants above-named:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the undersigned at his office at: 1721 Ashley River Road, Charleston, South Carolina 29407, within thirty (30) days, after service hereof upon you, exclusive of the day of such service, except as to the United States of America, which shall have sixty (60) days, exclusive if the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing summons, the Plaintiffs will move for a general Order of Reference of this cause to the Master-in-Equity or Special Referee for this County, which Order shall, pursuant to Rule 53(e) of the South Carolina Rule of Civil Procedure, specifically provide that the said Master-in-Equity or Special Referee is authorized and empowered to enter a final judgment in this case.

Date: April 27, 2021

s/Jeffrey T. Spell
 Jeffrey T. Spell
 1721 Ashley River Road
 Charleston, South Carolina 29407
 (843) 452-3553
 Attorney for Plaintiffs

COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH CIRCUIT
STATE OF SOUTH CAROLINA	)	Civil Action No. 2021-CP-10-_____
	)	
Jason Loy Harn,	)	
Plaintiff,	)	
	)	
vs.	)	
	)	COMPLAINT
Mary Nicole Reavis f/k/a,	)	(Partition in Kind)
Mary Nicole Harn,	)	
Defendant.	)	
_____	)	

Plaintiff, Complaining of the Defendant would show unto this Honorable Court:

1. The Plaintiff, Jason Loy Harn is a citizen and resident of Charleston County
2. The Defendant, Mary Nicole Harn is a citizen and resident of Charleston County.
3. The Plaintiff and the Defendant are tenants in common who own and hold land located wholly within Charleston County.
4. The Plaintiff and the Defendant are the only owners of the subject property and no other parties need be included to resolve this matter.
5. The subject property is comprised of 46 acres of land with a house and barn and the Plaintiff is informed and believes the parcel is suitable for partition in kind.
6. This Honorable Court has jurisdiction over the parties and the subject matter of this dispute.
7. The property which is the subject of this litigation was conveyed to Loy William Harn deed of Charles A. Felder Jr. dated February 19th 1990 and recorded on February 20th, 1990 in Book X190 at Page 834 in the Register of Deeds Office for Charleston County.

8. The subject property was described in the aforementioned deed as follows:

ALL that certain piece, parcel or tract of land containing forty-five (45.96) acres, more or less, situate, lying and being near McClellanville, in St. James Santee Parish, County of Charleston, and being more particularly described on a plat entitled "Plat of a 45.96 acre tract located near McClellanville, St James-Santee Parish, Charleston Co., SC" surveyed by Harold J. LeaMond, P.L. & L.S., dated April 7, 1970, and recorded in Plat Book Z, Page 119, in the office of the Clerk of Court for Charleston County; reference to which plat is hereby made for a more full and complete description

TMS NO. 762-00-00-074

9. Loy William Harn died on January 29th, 2002 and his estate was administered in the probate court for Charleston County in case number 2002-ES10-00234
10. By Deed of Distribution in the Estate of Loy William Harn dated May 14th, 2003, recorded on May 16th, 2003 in the Register of Deeds Office for Charleston County in Book A449 at Page 457, the subject property was released from the Estate of Loy William Harn to heirs, namely: The Plaintiff, Jason Loy Harn (1/2 interest), the Defendant Mary Nicole Harn (1/2 interest).
11. The Defendant Mary Nicole Harn is now known as Mary Nicole Reavis.
12. At the filing of this action, the Plaintiff is informed and believes that the subject property is owned by the parties hereto in the following manner:
- a. The Plaintiff, Jason Loy Harn, ½ interest
 - b. The Defendant, Mary Nicole Harn, ½ interest
13. The Plaintiff and Defendant have been unable to reach an agreement to divide the property between them.

14. The Plaintiff is the owner of an undivided $\frac{1}{2}$ interest in the subject property and is desirous of owning an individual parcel equal in size or value to $\frac{1}{2}$ of the subject parcel outright by the Deed under Court Order if necessary.

15. The Plaintiff is informed and believes that the subject property can and should be cut into two (2) separate and distinct parcels so that the Plaintiff and the Defendant can each own their individual parcel by Deed.

WHEREFORE, the Plaintiff, pray this Honorable look into the matters alleged, conduct hearings as may be required and issue its Orders as follows:

- a. Referring this matter to the Master in Equity for final determination;
- b. Partitioning the subject property in kind into physically distinct and separate titled parcels so that the parties each may own individual parcels cut from the subject property in a manner fair and equitable and consistent with the Statutes of this State; and
- c. Fixing attorney's fees and costs, as may be equitable, assessing such fees and costs against any or all the parties in interest.

Respectfully submitted,

June 6th, 2021
Date

s/Jeffrey T. Spell
Jeffrey T. Spell
Attorney at Law
1721 Ashley River Road
Charleston, South Carolina 29407
(843) 452-3553

jeff@jeffspell.com

SC Bar # 13520

Attorney for the Plaintiff

COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH CIRCUIT
STATE OF SOUTH CAROLINA	)	Civil Action No. 2021-CP-10-_____
	)	
Jason Loy Harn,	)	
Plaintiff,	)	
	)	
vs.	)	<i>Lis Pendens</i>
	)	
Mary Nicole Reavis f/k/a,	)	
Mary Nicole Harn,	)	
Defendant.	)	
_____	)	

NOTICE IS HEREBY GIVEN that an action is now pending affecting the title to real property located in Spartanburg County. The action commenced seeks an Order Quieting Title after Tax Sale and the premises affected by the action were at the time filing of this *Lis Pendens* described as follows, to-wit:

ALL that certain piece, parcel or tract of land containing forty-five (45.96) acres, more or less, situate, lying and being near McClellanville, in St. James Santee Parish, County of Charleston, and being more particularly described on a plat entitled "Plat of a 45.96 acre tract located near McClellanville, St James-Santee Parish, Charleston Co., SC" surveyed by Harold J. LeaMond, P.L. & L.S., dated April 7, 1970, and recorded in Plat Book Z, Page 119, in the office of the Clerk of Court for Charleston County; reference to which plat is hereby made for a more full and complete description

TMS NO. 762-00-00-074

June 8, 2021
Date

s/Jeffrey T. Spell
Jeffrey T. Spell
1721 Ashley River Road
Charleston, South Carolina 29407
(843) 452-3553
jeff@jeffspell.com

Attorney for the Defendant

COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH CIRCUIT
STATE OF SOUTH CAROLINA	)	Civil Action No. 2021-CP-10-02661
	)	
Jason Loy Harn,	)	
Plaintiff,	)	
	)	AMENDED
vs.	)	<i>Lis Pendens</i>
	)	
Mary Nicole Reavis f/k/a,	)	
Mary Nicole Harn,	)	
Defendant.	)	

NOTICE IS HEREBY GIVEN that an action is now pending affecting the title to real property located in Charleston County. The action commenced seeks an Order Partitioning Property and the premises affected by the action were at the time filing of this *Lis Pendens* described as follows, to-wit:

ALL that certain piece, parcel or tract of land containing forty-five (45.96) acres, more or less, situate, lying and being near McClellanville, in St. James Santee Parish, County of Charleston, and being more particularly described on a plat entitled "Plat of a 45.96 acre tract located near McClellanville, St James-Santee Parish, Charleston Co., SC" surveyed by Harold J. LeaMond, P.L. & L.S., dated April 7, 1970, and recorded in Plat Book Z, Page 119, in the office of the Clerk of Court for Charleston County; reference to which plat is hereby made for a more full and complete description

TMS NO. 762-00-00-074

August 5th, 2021
Date

s/Jeffrey T. Spell
Jeffrey T. Spell
1721 Ashley River Road
Charleston, South Carolina 29407
(843) 452-3553
jeff@jeffspell.com

Attorney for the Plaintiff

AFFIDAVIT OF NON-SERVICE

Case: 2021-CP-10-02661	Court: COURT OF COMMON PLEAS FOR THE NINTH CIRCUIT	County:	Job: 5979766
Plaintiff / Petitioner: Jason Loy Harn		Defendant / Respondent: Mary Nicole Reavis	
Received by: Anthony Proietta & Associates Investigations, LLC		For: Jeffrey T. Spell Attorney at Law	
To be served upon: Mary Nicole Reavis			

I, Donald Moore, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Mary Nicole Reavis, Home: 1506 Highway 45, Mc Clellanville, SC 29458-9438

Manner of Service: Unsuccessful Attempt

Documents: COVER LETTER, LIS PENDENS, SUMMONS & COMPLAINT, Lis Pendens AMENDED 8.5.21.pdf

Additional Comments:

1) Unsuccessful Attempt: Aug 7, 2021, 12:40 pm EDT at Home: 1506 Highway 45, Mc Clellanville, SC 29458-9438

No adult at the residence. The son, Grayson, said his Mom would be away for the next 7 to 10 days. His dad should be there late in the day.

2) Unsuccessful Attempt: Aug 11, 2021, 5:56 pm EDT at Home: 1506 Highway 45, Mc Clellanville, SC 29458-9438

No one at home. Waited from 4:30 until 6:00 . No one showed up.

3) Unsuccessful Attempt: Aug 14, 2021, 2:14 pm EDT at Home: 1506 Highway 45, Mc Clellanville, SC 29458-9438

No one was home. Spoke to the Plaintiff and she advised the person to be served is in Kentucky and she will let us know when the person to be served returns.

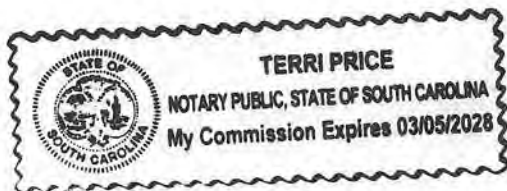
Ronald R Moore 08/30/21
Donald Moore Date

Anthony Proietta & Associates Investigations, LLC
1110 London Street Suite 101
Myrtle Beach, SC 29577
843-730-4284

Subscribed and sworn to before me by the affiant who is personally known to me.

Seim
Notary Public

03/05/2028
Date Commission Expires



COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)
)
 Jason Loy Harn,)
 Plaintiff,)
)
 vs.)
)
 Mary Nicole Reavis f/k/a,)
 Mary Nicole Harn,)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT
 Civil Action No. 2021-CP-10-02661

**AFFIDAVIT OF DUE DILLIGENCE
 IN SUPPORT OF PETITION FOR
 ORDER ALLOWING SERVICE
 BY PUBLICATION**

PERSONALLY APPEARED before me, Jeffrey T. Spell, Esquire, the attorney for Plaintiff, who being duly sworn, deposes and says as follows:

The Plaintiff has initiated a suit for partition to real property in the above captioned matter. The Plaintiff is informed and believes that the Defendant, his sister, resides at 1506 Highway 45 McClellanville, South Carolina, 29458. The undersigned attempted to serve the Defendant by certified mail which was returned "unclaimed" (see letter dated June 8th, 2021, attached hereto as exhibit "A"). Furthermore, the undersigned has hired a private process server who has attempted service on three separate occasions, to no avail (see Affidavit of Non-Service attached hereto as Exhibit "B" and filed with the Court"). The Plaintiff is informed and believes that the Defendant is aware of the litigation and is purposely evading Service.

Because the Plaintiff has been unable to serve the Defendant, the Plaintiff hereby petitions the Court for an Order allowing the Plaintiff to serve the Defendant by Publication.

September 1st, 2021
 Date

Jeffrey T. Spell
 Jeffrey T Spell, Attorney for Plaintiff

SWORN TO BEFORE ME THIS

day of Sept, 2021

Tammy L. Gambrell
 Notary Public for South Carolina
 My Commission Expires: 4/9/2025



Jeffrey T. Spell
Attorney at Law
1721 Ashley River Road
Charleston, South Carolina 29407
(843) 452-3553

June 8, 2021

Mary Nicole Reavis
1506 Highway 45
McClellanville, South Carolina 29458

Re: Harn vs. Reavis
2021-CP-10-02661

Dear Ms. Reavis,

Enclosed for service upon you please find a **Lis Pendens, Summons and Notice and Complaint** in the above-referenced matter.

As you will see from the pleadings, your brother Jason has hired me to force a partition of the land you both inherited in McClellanville. Please know that Jason has expressed to me that he is not interested in spending time and money on legal fees and litigation. Instead, Jason assures me he prefers to work with you (thru me) toward a quick and fair resolution to the current situation.

In my opinion, if this matter goes before a judge, the Court will facilitate a partition in kind (i.e. cut the land into 2 pieces). Jason has several ideas about how to split the property and looks forward to working with you.

Please contact me at your earliest convenience so that we can discuss potential solutions. If you are represented by an attorney, please pass this correspondence on to him or her and ask them to give me a call.

I look forward to hearing from you or your representative and working with you to resolve this matter without the need of further time and expense of litigation.

Thank you.

Sincerely,


Jeff Spell

cc: Jason Harn

jeff@jeffspell.com



RECORD000038

AFFIDAVIT OF NON-SERVICE

Case: 2021-CP-10-02661	Court: COURT OF COMMON PLEAS FOR THE NINTH CIRCUIT	County:	Job: 5979766
Plaintiff / Petitioner: Jason Loy Harn		Defendant / Respondent: Mary Nicole Reavis	
Received by: Anthony Proietta & Associates Investigations, LLC		For: Jeffrey T. Spell Attorney at Law	
To be served upon: Mary Nicole Reavis			

I, Donald Moore, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Mary Nicole Reavis, Home: 1506 Highway 45, Mc Clellanville, SC 29458-9438

Manner of Service: Unsuccessful Attempt

Documents: COVER LETTER, LIS PENDENS, SUMMONS & COMPLAINT, Lis Pendens AMENDED 8.5.21.pdf

Additional Comments:

1) Unsuccessful Attempt: Aug 7, 2021, 12:40 pm EDT at Home: 1506 Highway 45, Mc Clellanville, SC 29458-9438

No adult at the residence. The son, Grayson, said his Mom would be away for the next 7 to 10 days. His dad should be there late in the day.

2) Unsuccessful Attempt: Aug 11, 2021, 5:56 pm EDT at Home: 1506 Highway 45, Mc Clellanville, SC 29458-9438

No one at home. Waited from 4:30 until 6:00 . No one showed up.

3) Unsuccessful Attempt: Aug 14, 2021, 2:14 pm EDT at Home: 1506 Highway 45, Mc Clellanville, SC 29458-9438

No one was home. Spoke to the Plaintiff and she advised the person to be served is in Kentucky and she will let us know when the person to be served returns.

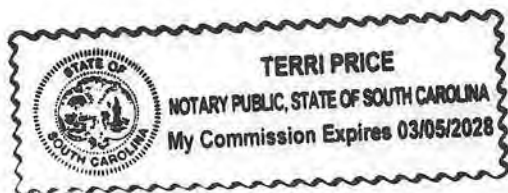
Ronald R Moore 08/30/21
Donald Moore Date

Anthony Proietta & Associates Investigations, LLC
1110 London Street Suite 101
Myrtle Beach, SC 29577
843-730-4284

Subscribed and sworn to before me by the affiant who is personally known to me.

Seini
Notary Public

03/05/2028
Date Commission Expires



RECORD000039



PO Box 21942
Charleston, SC 29413
www.charlestoncitypaper.com

AFFIDAVIT

This letter is to serve notice that the Charleston City Paper, a paper of general circulation and of record, has run the following public notice for: Jeffrey T. Spell on the following dates: 09/08/21, 09/15/21 and 9/22/21.

The notice ran as follows:

dsd
Advertising Clerk

Subscribed and sworn to before me this
24th day of September
A.D. 20 21

Melina Veal
NOTARY PUBLIC, SC
My commission expires



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON IN
THE COURT OF COMMON PLEAS
FOR THE NINTH CIRCUIT
Civil Action No. 2021-CP-10-
02661

Jason Loy Ham,
Plaintiff,

vs.
Mary Nicole Reavis f/k/a,
Mary Nicole Ham,
Defendant.

SUMMONS AND NOTICE

To the Defendant above-named:
YOU ARE HEREBY SUMMONED
and required to answer the
Complaint in the above entitled
action, a copy of which is
herewith served upon you,
and to serve a copy of your
Answer upon the undersigned
at his office at 1721 Ashley
River Road, Charleston, South
Carolina 29407, within thirty
(30) days, after service hereof
upon you, exclusive of the day
of such service, except as to
the United States of America,

which shall have sixty (60) days,
exclusive if the day of such
service, and if you fail to answer
the Complaint within the time
aforesaid, judgment by default
will be rendered against you
for the relief demanded in the
Complaint.

YOU WILL ALSO TAKE NOTICE
that should you fail to answer
the foregoing summons, the
Plaintiffs will move for a general
Order of Reference of this cause
to the Master-in-Equity or Special
Referee for this County, which
Order shall, pursuant to Rule
53(e) of the South Carolina Rule
of Civil Procedure, specifically
provide that the said Master-
in-Equity or Special Referee is
authorized and empowered to
enter a final judgment in
this case.

NOTICE OF FILING

PLEASE TAKE NOTICE that
the Amended Lis Pendens was
filed on August 6th, 2021.
The Summons and Notice
and Complaint, were filed on
June 8th, 2021, and the Order
of Publication was filed on
September 2nd, 2021 in the
Office of the Clerk of Court for
Charleston County, State of
South Carolina.

THE PURPOSE of this action is to
partition the subject real property
described as follows:

ALL that certain piece, parcel
or tract of land containing
forty-five (45.96) acres, more
or less, situate, lying and being
near McClellanville, in St.
James Santee Parish, County
of Charleston, and being more
particularly described on a plat
entitled "Plat of a 45.96 acre
tract located near McClellanville,
St James-Santee Parish,
Charleston Co., SC" surveyed by
Harold J. LeaMond, P.L. & L.S.,
dated April 7, 1970, and recorded
in Plat Book Z, Page 113, in the
office of the Clerk of Court for
Charleston County; reference
to which plat is hereby made
for a more full and complete
description

TMS NO. 762-00-00-074

s/Jeffrey T. Spell
Jeffrey T. Spell
1721 Ashley River Road
Charleston, South Carolina 29407
(843) 452-3553
Attorney for Plaintiff

Date: September 3rd, 2021

RECORD000040

COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)
)
 Jason Loy Harn,)
 Plaintiff,)
)
 vs.)
)
 Mary Nicole Reavis f/k/a,)
 Mary Nicole Harn,)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT
 Civil Action No. 2021-CP-10-02661

**PETITION OF DEFAULT
 AND AFFIDAVIT OF DEFAULT**

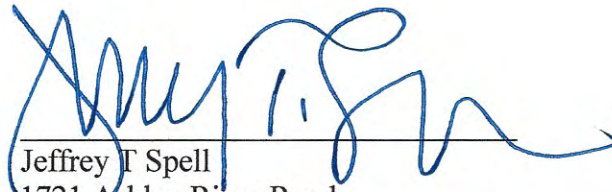
TO: THE HONORABLE COURT OF COMMON PLEAS

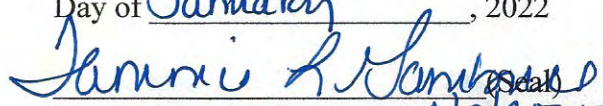
Jeffrey T. Spell, attorney for Plaintiff in the above-entitled case, respectfully moves for an Order of Default and Reference and states:

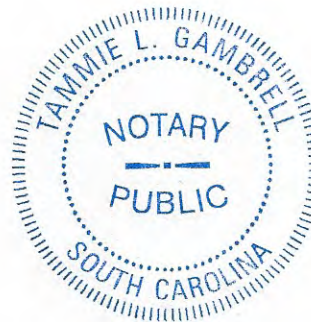
1. That an action has been commenced affecting the title to real property in South Carolina.
2. That the undersigned attorney, who personally appeared before me, being first duly sworn, deposes and says:
 - a. The Defendant was served by publication and more than thirty (30) days have passed since service.
 - b. That he is familiar with the provisions of Section 15-13-10, et seq., of the South Carolina Code of Laws, 1976, and to induce the Court to enter a default judgment against the Defendant; represent to the Court that the above named has not answered the Complaint of the Plaintiff nor filed responsive pleadings.
 - c. That he is familiar with the provisions of 50 U.S.C.A. App. Section 520, Soldiers and Sailors Civil Relief Act of 1940, and to induce the court to enter a default judgement against the Defendant represents to the court that, from his file in this matter and on information and belief, based on his research in the ROD Office and

Probate Court Records for the County of Charleston, the Defendant is not in the Military Service of the United States of America and is not entitled to the protection of the Soldiers and Sailors Civil Act of 1940, nor any amendments thereto.

- d. That the undersigned attorney for the Plaintiff requests that this action be referred to the Master in Equity for Charleston County for final judgment.


Jeffrey T Spell
1721 Ashley River Road
Charleston, South Carolina 29407
(843)452-3553

SWORN TO BEFORE ME this 6th
Day of January, 2022

My Commission Expires: 4/9/2025



Certificate of Electronic Notification

Recipients

Jeffrey Spell - Notification transmitted on 02-25-2022 01:57:19 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2021CP1002661

Official File Stamp: 02-25-2022 01:57:10 PM

Court: CIRCUIT COURT

Common Pleas

Charleston

Case Caption: Jason Loy Harn VS Mary Nicole Reavis ,
defendant, et al

Event(s):

Notice/Notice of Appearance

Filed by or on behalf of:

Justin M. McGee

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Jeffrey T. Spell for Jason Loy Harn

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Mary Nicole Harn

Mary Nicole Reavis

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

JASON LOY HARN,

Plaintiff,

v.

MARY NICOLE REAVIS,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2021-CP-10-2661

ANSWER AND COUNTERCLAIM

TO: PLAINTIFF, JASON LOY HARN AND HIS ATTORNEY, JEFFREY T. SPELL, ESQUIRE:

COMES NOW Defendant, Mary Nicole Reavis (hereinafter referred to as the “Defendant”) pursuant to Rule 15, SCRPC, and, fully answering the allegations of Plaintiff, Jason Loy Harn (hereinafter referred to as the “Plaintiff”) Complaint, and herewith alleges and shows unto this Honorable Court as follows:

ANSWER AND FIRST AFFIRMATIVE DEFENSE

For a first defense, Defendant denies each and every allegation of the Complaint, except as expressly admitted or qualified herein, and demands strict proof thereof and, further, responds to the specifically numbered paragraphs of the Complaint as follows:

1. The allegations of Paragraphs 1, 2, 3, and 4 are admitted.
2. The allegations of Paragraph 5 are denied, and Defendant demands strict proof thereof.
3. The allegations of Paragraphs 6, 7, 8, 9, 10, are 11 are admitted.
4. The allegations of Paragraph 12 are denied, and Defendant demands strict proof thereof.
5. The allegations of Paragraph 13 are admitted.
6. The allegations of Paragraph 14 are denied, and Defendant demands strict proof thereof.
7. The allegations of Paragraph 15 are denied, and Defendant demands strict proof thereof.

**FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE**

(Failure to State a Claim – Rule 12(b)(6))

8. Defendant incorporates and re-alleges the preceding paragraphs as if fully set forth herein verbatim.
9. Some or all of Plaintiff's causes of action fail to state a claim against Defendant upon which relief can be granted, and, therefore, must be dismissed pursuant to Rule 12(b)(6), SCRCP.

FURTHER ANSWERING AND BY WAY OF COUNTERCLAIM

The Defendant does herewith allege of the Plaintiff and will show unto this Honorable Court as follows:

10. That Defendant incorporates and re-alleges the preceding paragraphs as if fully set forth herein verbatim.
11. That the Plaintiff is a resident of Charleston County, South Carolina and has admitted the same.
12. That the Defendant is a resident of Charleston County, South Carolina and has admitted the same.
13. That this Honorable Court has jurisdiction over the subject matter of these counterclaims and over all parties hereto and adopts Plaintiff's position that venue is proper before this Court.
14. That the property identified in the Complaint (hereinafter the "Property") is owned equally by the parties, who are tenants in common.
15. That the Property is incapable of division in kind.
16. That Defendant has and is entitled to exercise a right of first refusal to purchase Plaintiff's interest in the Property pursuant to South Carolina Law. S.C. CODE ANN. §15-61-25.

17. That Defendant intends to exercise her right of first refusal to purchase Plaintiff's interest in the Property, subject to Defendant's claims for set off.

18. That Defendant has the financial ability to purchase Plaintiff's interest in the Property.

19. That Defendant has advanced and incurred expenses of the Property, including but not limited to the payment of taxes, insurance, repairs, improvements, maintenance, and other necessary costs attributable to the Property, with such payments being made in a manner inconsistent with the parties' respective pro rata ownership and obligations to the Property, and that the amount of such expenses incurred and paid by Defendant should be set off against any purchase price for Plaintiff's interest.

20. That, alternatively, Defendant is entitled to a partition by open market sale after appraisal.

WHEREFORE, the Defendant respectfully prays for an Order granting the following relief:

- A. Granting all relief sought within this Answer and Counterclaim;
- B. Denying all relief sought in the Complaint;
- C. For an appraisal of the Property and a determination of the value of Plaintiff's interest therein;
- D. For a determination as to the amount of Defendant's set off to be used to reduce the purchase price of Plaintiff's interest in the Property;
- E. For an Order allowing Defendant to exercise her right of first refusal to purchase Plaintiff's interest in the Property from Plaintiff subject to Defendant's set off;
- F. For such other and further relief as this Court may deem necessary and proper.

McGee Law Firm, LLC

By: s/Justin M. McGee

Justin M. McGee

125-A Wappoo Creek Drive, Ste. A

Charleston, South Carolina 29412

Office: 843.724.7707

Fax: 843.762.2333

Email: justin@mcgee-lawfirm.com

South Carolina Bar Number: 79040

Attorney for Defendant

Charleston, South Carolina
March 15, 2022

COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH CIRCUIT
STATE OF SOUTH CAROLINA	)	Civil Action No. 2021-CP-10-02661
	)	
Jason Loy Harn,	)	
Plaintiff,	)	
	)	
vs.	)	ANSWER TO COUNTER CLAIM
	)	
Mary Nicole Reavis f/k/a,	)	
Mary Nicole Harn,	)	
Defendant.	)	
	)	

TO: DEFENDANT, MARY NICOLE REAVIS AND HER ATTORNEY, JUSTIN M. MCGEE, ESQUIRE:

The Plaintiff responds to the counterclaim of the Defendant as follows:

1. The Plaintiff denies each and every allegation contained in the Defendant's counterclaim unless specifically admitted herein and demands strict proof thereof.
2. The Plaintiff admits the allegations in paragraphs 11 through 14.
3. The Defendant denies the allegations in paragraph 15 and demands strict proof thereof.
4. Paragraph 16 contains a conclusion of law and therefore the Plaintiff neither admits or denies it.
5. Regarding the allegations, if any, contained in paragraphs 17 through 19, the Plaintiff alleges that the Defendant, her husband and their family have enjoyed exclusive use of the subject property as their primary residence and as home to a commercial enterprise without compensation to the Plaintiff for rent or use and the value of such use by the Defendant, her husband's business should be determined and applied as a factor in any purchase price in the event of a sale of the Plaintiff's interest to the Defendant. The Defendant denies any other allegations contained in 17 through 19 and demands strict proof thereof.

6. Regarding the allegations, if any, contained in paragraph 20 of the Defendant's counterclaim, the Plaintiff admits that should the parties not reach an agreement as to the sale of the Plaintiff's interest to the Defendant, then the property should be sold on the open market and the proceeds from such sale be split between the parties at the direction of an Order of this Court.

WHEREFORE, having answered the counterclaim of the Defendant, the Plaintiff prays this Honorable Court look into the matters alleged by both parties and render its Order as justice and equity would allow.

Respectfully submitted,

April 14th, 2021
Date

s/Jeffrey T. Spell
Jeffrey T. Spell
Attorney at Law
1721 Ashley River Road
Charleston, South Carolina 29407
(843) 452-3553
jeff@jeffspell.com
SC Bar # 13520

Attorney for the Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JASON HARN

Plaintiff,

VS.

NICOLE REAVIS

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

PROOF OF ADR

Docket No. 2021-CP-10-2661

(Within 10 days of the conclusion of ADR and no later than 300 days after filing, an original must be filed with the Clerk of Court and a copy forwarded to the attorneys for the parties.)

PURSUANT to the South Carolina Alternative Dispute Resolutions Rules (SCADR):

1. Alternative Dispute Resolution (ADR) was conducted on the 23 day of June, 2022 in the form of
- a. X mediation
- b. _____ non-binding arbitration
- c. _____ binding arbitration (attached appropriate order of dismissal)
2. The neutral(s) was/were (Name(s) of arbitrator(s)/mediator(s)) _____
J. Todd Manley, Esquire
3. Present at the ADR conference were:
- a. X Plaintiff
- b. X Defendant
- c. X Lawyer(s) for Plaintiff _____
- d. X Lawyer(s) for Defendant _____
- e. _____ Representative for Insurance Carrier _____
- f. _____ Guardian *ad litem* _____
- g. _____ Expert(s) _____
- h. _____ Others _____
4. As a result of ADR, this case should be considered (check one)
- a. _____ fully settled by Consent Judgment to be filed by _____
- b. X fully settled Voluntary Dismissal to be filed by closing of house
- c. _____ Partially settled
- d. _____ at an impasse

Submitted this 23th day of June, 2022

Neutral's Signature

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	AMENDED SUMMONS
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendants.	)	
_____	)	

TO: *THE ABOVE-NAMED DEFENDANT*

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this Amended Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to appear and defend this action by answering the Amended Complaint, judgment by default will be rendered against you for the relief demanded.

BUIST, BYARS & TAYLOR, LLC

Mount Pleasant, South Carolina
January 27, 2023

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
Telephone: (843) 856-4488
Facsimile: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for the Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	THE PLAINTIFF'S AMENDED
	)	COMPLAINT
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendants.	)	
_____	)	

TO: THE ABOVE-NAMED DEFENDANT

Plaintiff, complaining of the Defendant would show unto this Honorable Court, and as and for his Amended Complaint, would allege and state as follows:

1. The Plaintiff, Jason Loy Harn, (the "Plaintiff"), is a citizen and resident of Charleston County.
2. The Defendant, Mary Nicole Reavis f/k/a Mary Nicole Harn, (the "Defendant"), is a citizen and resident of Charleston County.
3. The Plaintiff and Defendant are tenants in common who own and hold land located wholly within Charleston County.
4. The Plaintiff and Defendant are the only owners of the subject property located at 1506 Highway 45, McClellanville, SC 29458 (the "Property"), and no other parties need to be included to resolve this matter.
5. The Property is compromised of almost forty-six (46) acres of land with a house and barn and the Plaintiff formerly believed the property could be portioned in kind. Since that

time, the Defendant agreed to sell her interest in the property. She has since backed out of that agreement.

6. This Honorable Court has jurisdiction over the parties and the subject matter of this dispute.

7. The Property which is the subject of this litigation was conveyed to Loy William Harn by way of deed of Charles A. Felder, Jr., dated February 19, 1990, and recorded on February 20, 1990, in Book X190 at Page 834 in the Office of the Register of Deeds for Charleston County.

8. The Property was then conveyed to Deed of Distribution from Mary Alice Harn, as Personal Representative of the Estate of Loy William Harn dated January 29, 2002, and recorded May 16, 2003, in Book A449 at Page 457 to Mary Nicole Harn, a one-half (1/2) undivided interest and to Jason Loy Harn, a one-half (1/2) undivided interest.

9. The Property is more particularly described in the aforementioned deed as follows:

ALL that certain piece, parcel or tract of land containing forty-five (45.96) acres, more or less, situate, lying and being near McClellanville, in St. James Santee Parish, County of Charleston, and being more particularly described on a plat entitled "Plat of a 45.96 acre tract located near McClellanville, St. James-Santee Parish, Charleston Co., SC" surveyed by Harold J. LeaMond, P.L. & L.S., dated April 7, 1970, and recorded in Plat Book Z, Page 119, in the office of the Clerk of Court for Charleston County; reference to which plat is hereby made for a more full and complete description.

Being the same property conveyed to Mary Nicole Harn, a one half (1/2) undivided interest and Jason Loy Harn, a one-half (1/2) undivided interest by deed of Deed of Distribution from Mary Alice Harn, as Personal Representative of the Estate of Loy William Harn dated January 29, 2002, and recorded May 16, 2003, in Book A449 at Page 457 in the Office of the Register of Deeds for Charleston County.

TMS No. 762-00-00-074

10. The Defendant, Mary Nicole Harn, is now known as Mary Nicole Reavis.

11. At the time of the filing of this action, the Property is owned by the parties hereto in the following manner:

- a. The Plaintiff, Jason Loy Harn, ½ interest; and
- b. The Defendant, Mary Nicole Reavis f/k/a Mary Nicole Harn, ½ interest.

10. At the time of the filing of this action, the parties were unable to reach an agreement to divide the property.

12. The Plaintiff seeks to have this Court partition the property. He believes it can be partitioned in kind, and would ask the Court to partition the property pursuant to S.C.Code Ann. §15-61-10, *et seq.*

13. While tenants in common, the Defendant and her husband have ousted the Plaintiff from the property and failed to allow the Defendant to have access to the property.

14. The Defendant has consistently interfered with the Plaintiff's quiet enjoyment of the property.

15. The Defendant has also failed and refused to pay for the taxes, insurance, upkeep and maintenance of the property and her husband continues to conduct commercial enterprises on the property for which he pays no rent.

**FOR A FIRST CAUSE OF ACTION
(Partition)**

16. The Plaintiff repeats Paragraphs 1 through 15 above as though repeated herein verbatim.

17. The Plaintiff would ask that this Court inquire into these matters and order a partition of this property, preferably in kind, or by purchase of the other tenant in common, pursuant to S.C. Code Ann. §15-61-10, *et seq.*, with fair market value for the entirety of the property having been established at a minimum of \$650,000.00 as evidenced by an agreement

signed by the Plaintiff and the Defendant on June 23, 2022, in which the Defendant had agreed to sell her undivided half interest in the property to the Plaintiff.

18. The Plaintiff would ask that the court partition the property in kind or by allotment and not by judicial sale.

**FOR A SECOND CAUSE OF ACTION
(Nuisance)**

19. The Plaintiff repeats and realleges Paragraphs 1 through 18 above as though repeated herein verbatim.

20. The Defendant continues to allow dumping, trash accumulation, waste disposal, and business activities on the property, all interfering with the Plaintiff's quiet enjoyment of the property.

21. The Defendant refuses to allow the Plaintiff onto the property, specifically in the house, to maintain the property and keep it in good repair.

22. These activities are causing damage to the Plaintiff and his interest in the property and will lead to further expenses to be paid.

23. Such activities are willful, wanton, and reckless entitling the Plaintiff to punitive damages.

WHEREFORE, the Plaintiff prays that the Court issue its Order as follows:

- a. Allowing the Master in Equity to make any and all final determinations in this matter;
- b. Awarding the Plaintiff all actual and punitive damages;
- c. Awarding the Plaintiff attorneys' fees and costs; and
- d. Awarding any other costs as deemed by the Court.

BUIST, BYARS & TAYLOR, LLC

Mount Pleasant, South Carolina
January 27, 2023

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
Telephone: (843) 856-4488
Facsimile: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for the Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	AFFIDAVIT OF DEFAULT
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendants.	)	
	)	

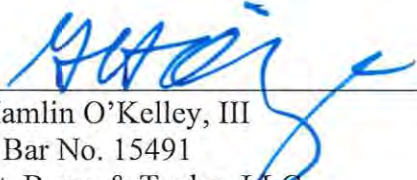
G. Hamlin O'Kelley, III, being first duly sworn deposes and states as follows:

1. I am an attorney with the firm of Buist, Byars & Taylor, LLC, in Mount Pleasant, South Carolina, and our firm represents the Plaintiff in the above-referenced matter.
2. As evidenced by the filed Certificate of Electronic Notification attached hereto as Exhibit "A" and incorporated herein, the Defendant, Mary Nicole Reavis f/k/a Mary Nicole Harn, was served with the filed Amended Summons and Complaint in the above-referenced matter by Electronic Notification to Defendant's counsel, Justin McGee, on January 27, 2023.
3. The Defendant has not sought an extension to answer or otherwise plead and more than fifteen (15) days have passed since service.
4. The Defendant has not answered, moved or otherwise pled and no answer, motion or other responsive pleading has been served on the Plaintiff or its attorney by the Defendant within the time prescribed by Rule 55 SCRPC.
5. More than fifteen (15) days have lapsed since the service of the Defendant.
6. I am informed and believe that the Defendant is in default as to the Summons and Complaint filed by the Plaintiff pursuant to Rule 15 and Rule 55 of the South Carolina Rules of Civil Procedure.

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

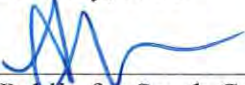
FURTHER THE AFFIANT SAYETH NOT.

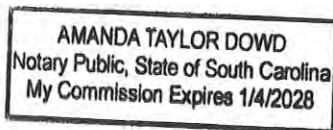
Mount Pleasant, South Carolina
February 20, 2023


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

Attorney for the Plaintiff

Sworn to before me this 20
day of February, 2023


Notary Public for South Carolina
My Commission Expires: _____



***** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2021CP1002661

Official File Stamp: 01-27-2023 12:39:20 PM

Court: CIRCUIT COURT

Common Pleas

Charleston

Case Caption: Jason Loy Harn VS Mary Nicole Reavis ,
defendant, et al

Document(s) Submitted: Amended/Amended Summons And Complaint

Filed by or on behalf of: George Hamlin O'Kelley, III

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

George Hamlin O'Kelley, III for Jason Loy Harn

Justin M. McGee for Mary Nicole Reavis et al

Jeffrey T. Spell for Jason Loy Harn

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Certificate of Electronic Notification

Recipients

Case Party Info - Notification transmitted on 01-27-2023 12:39:37 PM.
Protected

Justin McGee - Notification transmitted on 01-27-2023 12:39:37 PM.

Jeffrey Spell - Notification transmitted on 01-27-2023 12:39:37 PM.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JASON LOY HARN,

Plaintiff,

v.

MARY NICOLE REAVIS f/k/a MARY
NICOLE HARN,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2021-CP-10-2661

**ANSWER TO PLAINTIFF'S AMENDED
COMPLAINT & COUNTERCLAIM**

Mary Nicole Reavis f/k/a Mary Nicole Harn (the "Defendant") in answering the Complaint of Jason Loy Harn (the "Plaintiff"), alleges and states as follows:

1. Defendant denies each and every allegation of the Complaint not hereinafter specifically admitted.
2. Defendant admits the allegations of Paragraphs One (1) through Four (4) of the Plaintiff's Amended Complaint.
3. Defendant admits the allegations contained in Paragraph Five to the extent the property is comprised of almost forty-six (46) acres of land with a house and barn. Defendant denies the remaining allegations and demands strict proof thereof.
4. Defendant admits the allegations contained in Paragraphs Six (6) through Ten (10) of the Plaintiff's Amended Complaint.
5. Defendant denies the allegations contained in Paragraphs Eleven (11) through Twenty-Three (23) of the Plaintiff's Amended Complaint and demands strict proof thereof.

FURTHER ANSWERING AND BY WAY OF COUNTERCLAIM:

The Defendant does herewith allege of the Plaintiff and will show unto this Honorable Court as follows:

6. That Defendant incorporates and re-alleges the preceding paragraphs as if fully set forth herein verbatim.
7. That the Plaintiff is a resident of Charleston County, South Carolina and has admitted the same.
8. That the Defendant is a resident of Charleston County, South Carolina and has admitted the same.
9. That this Honorable Court has jurisdiction over the subject matter of these counterclaims and over all parties hereto and adopts Plaintiff's position that venue is proper before this Court.
10. That the property identified in the Complaint (hereinafter the "Property") is owned equally by the parties, who are tenants in common.
11. That Defendant has and is entitled to exercise a right of first refusal to purchase Plaintiff's interest in the Property pursuant to South Carolina Law. S.C. Code Ann. §15-61-25.
12. That Defendant intends to exercise her right of first refusal to purchase Plaintiff's interest in the Property.
13. That Defendant has the financial ability to purchase Plaintiff's interest in the Property.
14. That, upon information and belief, the Property is incapable of division in kind.
15. That partition in kind is not appropriate under the present circumstances given the animosity between the parties, the existence of a restraining order for Defendant against Plaintiff, and that ingress and egress access to the Property if partitioned in kind would require Plaintiff to

use an easement over land owned by Defendant's husband.

16. That Defendant has advanced and incurred expenses of the Property, including but not limited to the payment of taxes, insurance, repairs, improvements, maintenance, and other necessary costs attributable to the Property, with such payments being made in a manner inconsistent with the parties' respective pro rata ownership and obligations to the Property, and that the amount of such expenses incurred and paid by Defendant should be set off against any purchase price for Plaintiff's interest.

WHEREFORE, Defendant respectfully prays for an Order granting the following relief:

- A. Granting all relief sought within this Answer and Counterclaim;
- B. Denying all relief sought in the Amended Complaint;
- C. For an appraisal of the Property and a determination of the value of Plaintiff's interest therein;
- D. For a determination as to the amount of Defendant's set off to be used to reduce the purchase price of Plaintiff's interest in the Property;
- E. For an Order allowing Defendant to exercise her right of first refusal to purchase Plaintiff's interest in the Property from Plaintiff subject to Defendant's set off;
- F. For such other and further relief as this Court deems just, equitable and proper.

\\

\\

\\

McGee Law Firm, LLC

/s/ Justin McGee
Justin M. McGee
537 Folly Road
Charleston, SC 29401
Office: 843-724-7707
Fax: 843-762-2333
Justin@McGee-LawFirm.com

March 6, 2023
Charleston, South Carolina

THE LAW OFFICE OF
DAVID CONOR KEYS LLC
PO Box 14225 CHARLESTON, SC 29422
CONOR@DCONORKEYSLAW.COM
843-906-3998

August 9, 2024

Jenny Abbott Kitchings
Clerk of Court, Court of Appeals
P.O. Box 11629
Columbia, SC 29211
ctappfilings@sccourts.org.

RE: Jason Loy Harn v Mary Nicole Reavis f/k/a Mary Nicole Harn
Case No. 2021-CP-10-2661

Madam Clerk:

Enclosed please find in regard to the above referenced matter the following:

- 1) Appellant, Mary Nicole Reavis' Notice of Appeal;
- 2) Proof of Service for the Notice of Appeal;
- 3) A copy of the Order on Appeal dated June 27, 2024, and a copy of the Order Denying Appellant's Motion to Reconsider dated July 12, 2024; and
- 4) A corresponding check for the same.

I kindly request that you file the same.

With kind regards,

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC



D. Conor Keys (100148)
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Appellant Mary Nicole Reavis

Enclosures:
(as stated)

CC: Justin M. McGee;
Hamlin O'Kelley, III

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

Case No. 2021-CP-10-2661

Jason Loy Harn.....Respondent,

v.

Mary Nicole Reavis f/k/a Mary Nicole Harn.....Appellant.

NOTICE OF APPEAL

Mary Nicole Reavis appeals the Order Granting Partition filed June 27, 2024, and the Order Denying her Motion to Reconsider filed July 12, 2024 in the above referenced matter. Notice of both orders was received on the dates they were filed.

August 9, 2024.

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC
s/ D. Conor Keys
D. Conor Keys (100148)
P.O. Box 14225
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conor@dconorkeyslaw.com

s/ Justin M. McGee
Justin M. McGee
1476 Ben Sawyer Blvd, Ste 5
Mount Pleasant, SC 29464
justin@mcgee-lawfirm.com
Attorneys for Appellant Mary Nicole Reavis

Other Counsel of Record:

BUIST, BYARS & TAYLOR, LLC

G. Hamlin O' Kelley, III (15491)

652 Coleman Blvd., Ste 200

Mt. Pleasant, SC 29464

Telephone: 843-856-4488

Facsimile: 843-856-0613

Hamlin.okelley@buistbyars.com

Attorney for Respondent Jason Loy Harn

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

Case No. 2021-CP-10-2661

Jason Loy Harn.....Respondent,
v.

Mary Nicole Reavis f/k/a Mary Nicole Harn.....Appellant.

CERTIFICATE OF SERVICE

I certify that on this 9th day of August 2024, I have served Appellant's Notice of Appeal upon all other counsel of record at the email address listed for said counsel on AIS as follows:

BUIST, BYARS & TAYLOR, LLC
G. Hamlin O' Kelley, III (15491)
652 Coleman Blvd., Ste 200
Mt. Pleasant, SC 29464
Telephone: 843-856-4488
Facsimile: 843-856-0613
Hamlin.okelley@buistbyars.com
Attorney for Respondent Jason Loy Harn

Justin M. McGee
1476 Ben Sawyer Blvd, Ste 5
Mount Pleasant, SC 29464
justin@mcgee-lawfirm.com
Attorney for Appellant Mary Nicole Reavis

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC
s/ D. Conor Keys
D. Conor Keys (100148)
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Appellant Mary Nicole Reavis

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	THE PLAINTIFF'S MOTION TO
	)	COMPEL SETTLEMENT
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendant.	)	
_____	)	

TO: THE ABOVE-NAMED DEFENDANT

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Jason Loy Harn (the "Plaintiff"), by and through his undersigned counsel will move before the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, on the tenth (10th) day of service hereof or as soon thereafter as counsel may be heard for an Order compelling the settlement of this case as set forth in the Mediation Stipulation, attached hereto as Exhibit A, and incorporated by reference herein, due to the length of time, the frustration of the Plaintiff, and the inability of the Defendant to consummate the settlement agreed to on June 23, 2022.

The Plaintiff made every attempt to settle this matter and to comply with the Mediation Stipulation by attending closings on September 23, 2022 and September 27, 2022 where Defendant failed to appear. The Defendant continued to add unreasonable stipulations to the Hold Over Agreement, attached hereto as Exhibit B, which has now expired and is no longer valid, including but not limited to, refusing to allow Plaintiff to set foot on the subject property located at 1506 Highway 45, McClellanville, SC 29458 (the "Property"), for ninety (90) days

after closings despite the fact that Plaintiff was locked out of the Property and has been unable to go inside and assess reported damage such as the ceiling falling in during Hurricane Ian. The Plaintiff paid Ten Thousand and No/100 (\$10,000.00) Dollars to have the roof replaced prior to Hurricane Ian, which blew parts of the roof off, and Defendant threatened to lock the roofers out. The Defendant's counsel said Plaintiff could not make any repairs to the Property while Defendant was occupying it. The Plaintiff's insurance policy was written under the expectation that the roof damages would be repaired immediately and that the Plaintiff would comply with the Mediation Stipulation.

The Plaintiff would ask that this Court issue a Master's Deed should the Defendant fail and refuse to comply with her obligations under the terms and conditions of the Mediation Stipulation.

Based on the above and the urgency of the Property's current status, the Plaintiff requests that this Court issue an Order compelling the Defendant to comply with the Mediation Stipulation, or, in the alternative, issue its deed transferring title to the Property to the Plaintiff as agreed upon by the Parties to this matter on June 23, 2022.

Pursuant to Rule 11 SCRCPP, counsel certifies that consultation in this matter would serve no useful purpose.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURES ON FOLLOWING PAGE]

Please be present if so minded.

BUIST, BYARS & TAYLOR, LLC

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
Telephone: (843) 856-4488
Facsimile: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for the Plaintiff

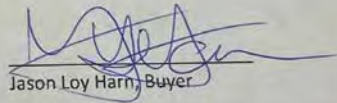
Mt. Pleasant, South Carolina
October 4, 2022

HOLD-OVER AGREEMENT

The undersigned, as Buyer and Seller agree as follows:

1. Buyer is buying and Seller is selling Seller's interest in that real property located at 1506 Highway 45 (TMS # 762-00-00-074) in rural Charleston County for a price of \$650,000.00.
2. Closing will take place on September 27th, 2022.
3. Seller shall remain in possession of the house as a Tenant for up to 90 days after closing and pay no rent.
4. Seller shall maintain the property in its present condition until vacating the premises.
5. Closing attorney (or escrow agent) will hold back \$150,000.00 of Seller's proceeds to be disbursed to the Seller once she has vacated the premises and removed all of her personal belongings. (to be released upon confirmation by Buyer that Seller has vacated)
6. Seller further agrees to clean out the barn/hangar within one week so that the Buyer can begin work on that building.
7. If Seller has not vacated the premises by 90 days after closing, the Buyer will begin eviction proceedings and the Seller will be responsible for all costs associated with the eviction including attorney's fees.
8. Seller acknowledges that re-roofing the house is a requirement of the insurance company and that project will begin shortly after closing.

9-27-22
Date


Jason Loy Harn, Buyer

Date

Mary Nicole Reavis, Seller

Date

Witness as to Both

HOLD-OVER AGREEMENT

The undersigned, as Buyer and Seller agree as follows:

1. Buyer is buying and Seller is selling Seller's interest in that real property located at 1506 Highway 45 (TMS # 762-00-00-074) in rural Charleston County for a price of \$650,000.00.
2. Closing will take place on September 27th, 2022.
3. Seller shall remain in possession of the house as a Tenant for up to 90 days after closing and pay no rent.
4. Seller shall maintain the property in its present condition until vacating the premises.
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8. Seller acknowledges that re-roofing the house is a requirement of the insurance company and that project will begin shortly after closing.

Date

Jason Loy Harn, Buyer

Date

Mary Nicole Reavis, Seller

Date

Witness as to Both

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	
	)	THE PLAINTIFF’S MOTION TO
	)	AMEND THE COMPLAINT
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendants.	)	
_____	)	

TO: *THE ABOVE-NAMED DEFENDANT*

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Jason Loy Harn (the “Plaintiff”), by and through his undersigned counsel will move before the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, on the tenth (10th) day of service hereof or as soon thereafter as counsel may be heard for an Order permitting him to amend the Complaint to add the cause of action, specific performance.

The Plaintiff’s proposed Amended Complaint is attached hereto as Exhibit “A.”

Respectfully submitted.

BUIST, BYARS & TAYLOR, LLC

Mount Pleasant, South Carolina
October 6, 2022

/s/ G. Hamlin O’Kelley, III
G. Hamlin O’Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
Telephone: (843) 856-4488
Facsimile: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for the Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	AMENDED SUMMONS
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendants.	)	
_____	)	

TO: *THE ABOVE-NAMED DEFENDANT*

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this Amended Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to appear and defend this action by answering the Amended Complaint, judgment by default will be rendered against you for the relief demanded.

BUIST, BYARS & TAYLOR, LLC

Mount Pleasant, South Carolina
October 6, 2022

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
Telephone: (843) 856-4488
Facsimile: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for the Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	THE PLAINTIFF'S AMENDED
	)	COMPLAINT
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendants.	)	
_____	)	

TO: THE ABOVE-NAMED DEFENDANT

Plaintiff, complaining of the Defendant would show unto this Honorable Court:

1. The Plaintiff, Jason Loy Harn, (the "Plaintiff"), is a citizen and resident of Charleston County.
2. The Defendant, Mary Nicole Reavis f/k/a Mary Nicole Harn, (the "Defendant"), is a citizen and resident of Charleston County.
3. The Plaintiff and Defendant are tenants in common who own and hold land located wholly within Charleston County.
4. The Plaintiff and Defendant are the only owners of the subject property located at 1506 Highway 45, McClellanville, SC 29458 (the "Property"), and no other parties need to be included to resolve this matter.
5. The Property is comprised of forty-six (46) acres of land with a house and barn and the Plaintiff formerly believed the property could be portioned in kind, but, the Defendant since agreed to sell her interest in the property to the Plaintiff since that initial belief was formed.

6. This Honorable Court has jurisdiction over the parties and the subject matter of this dispute.

7. The Property which is the subject of this litigation was conveyed to Loy William Harn by way of deed of Charles A. Felder, Jr., dated February 19, 1990, and recorded on February 20, 1990, in Book X190 at Page 834 in the Office of the Register of Deeds for Charleston County.

8. The Property was then conveyed to Deed of Distribution from Mary Alice Harn, as Personal Representative of the Estate of Loy William Harn dated January 29, 2002, and recorded May 16, 2003, in Book A449 at Page 457 to Mary Nicole Harn, a one-half (1/2) undivided interest and to Jason Loy Harn, a one-half (1/2) undivided interest.

9. The Property is more particularly described in the aforementioned deed as follows:

ALL that certain piece, parcel or tract of land containing forty-five (45.96) acres, more or less, situate, lying and being near McClellanville, in St. James Santee Parish, County of Charleston, and being more particularly described on a plat entitled "Plat of a 45.96 acre tract located near McClellanville, St James-Santee Parish, Charleston Co., SC" surveyed by Harold J. LeaMond, P.L. & L.S., dated April 7, 1970, and recorded in Plat Book Z, Page 119, in the office of the Clerk of Court for Charleston County; reference to which plat is hereby made for a more full and complete description.

Being the same property conveyed to Mary Nicole Harn, a one half (1/2) undivided interest and Jason Loy Harn, a one-half (1/2) undivided interest by deed of Deed of Distribution from Mary Alice Harn, as Personal Representative of the Estate of Loy William Harn dated January 29, 2002, and recorded May 16, 2003, in Book A449 at Page 457 to Mary Nicole Harn, a one-half (1/2) undivided interest and to Jason Loy Harn, a one-half (1/2) undivided interest

TMS NO. 762-00-00-074

10. The Defendant, Mary Nicole Harn, is now known as Mary Nicole Reavis.

11. At the time of the filing of this action, the Property is owned by the parties hereto in the following manner:

- a. The Plaintiff, Jason Loy Harn, ½ interest; and
- b. The Defendant, Mary Nicole Reavis f/k/a Mary Nicole Harn, ½ interest.

12. At the time of the filing of this action, the parties were unable to reach an agreement to divide the property, but they have since come to a valid and enforceable agreement in which the Plaintiff would be purchasing the Defendant's one-half (1/2) undivided interest in the property for the sum of Six Hundred Fifty Thousand and No/100 (\$650,000.00) Dollars which was to have been paid and closed on or before September 23, 2022, as a result of a mediated settlement.

13. The Plaintiff attended a closing on that date and completed all items necessary to effect the closing.

14. The Defendant failed and refused to appear and to close on the property as promised.

15. The Plaintiff then attended a second closing on September 27, 2022, at which time he once again completed all items necessary to effect the closing.

16. In fact, the Plaintiff's lender had wired funds to the Plaintiff's closing attorney to effect the closing with the Defendant once again failing and refusing to close.

17. The Defendant continues to use the property without paying rent, without take care of the property all while allowing third-parties to dump debris, trash, and other refuse on the property without the Plaintiff's permission.

18. Further, the Defendant also allows commercial activities on the property without being zoned for commercial purposes.

19. The Defendant is further causing damage to the property and the improvements thereon by allowing septic systems to be pumped out of the septic tank and drainage field onto topsoil and into the pond on the property.

20. The Defendant is allowing her husband's commercial activities to be conducted on the property without proper permits and without paying rent.

21. By failing and refusing to close on the property, the Plaintiff will be forced to pay higher interest rates on the loan obtained.

22. By failing and refusing to close on the property, the Plaintiff has had to expend further attorneys' fees, which costs should be born by the Defendant due to her bad faith refusal to comply with the mediated settlement agreement, which constitutes bad faith and which are sanctionable under Rule 10(b) SC ADR Rules, which provides for attorneys' fees and costs.

23. Further, the Defendant and her immediate family are allowing the property to be damaged at worst or neglected at best which will cause additional costs to the Plaintiff, and which costs should be born by the Defendant.

**FOR A FIRST CAUSE OF ACTION
(Specific Performance)**

24. The Plaintiff repeats and realleges Paragraphs 1 through 23 above as though repeated herein verbatim.

25. This case was originally brought pursuant to the Partition Statute as pursuant to S.C. Code Ann. § 15-61-25, Plaintiff and the Defendant are the tenants in common as grantees, heirs at law, or intestate devisees with respect to the Property.

26. Since that time, on June 23, 2022, the Plaintiff and Defendant entered into a Mediation Settlement Agreement, (the "Agreement"), a copy of which is attached hereto as Exhibit "A."

27. The Agreement as executed by the Plaintiff and Defendant constitutes a valid and enforceable contract, supported by consideration with certain obligations, rights and duties.

28. The Agreement resolved all issues and causes as to the Plaintiff's Complaint and was to provide the mechanism in which the Plaintiff agreed to pay Defendant in the amount of Six Hundred Fifty Thousand and No/100 (\$650,000.00) Dollars on or before September 23, 2022 and was to be made sole owner of the Property.

29. The Defendant agreed to vacate the Property by the time the payment was made by the Plaintiff.

30. The Plaintiff and Defendant agreed to sign all necessary deeds and documents to effectuate the terms of the Agreement and each party agreed to pay their own attorneys' fees and costs to end the original action.

31. The Plaintiff attempted to close and performed fully under the Agreement on September 23, 2022, and September 27, 2022, and Defendant failed to appear.

32. The Defendant continued to add unreasonable stipulations to the Hold Over Agreement, attached hereto as Exhibit "B", which the Defendant refused to sign.

33. The Plaintiff went as far as having all funds necessary to close in his attorneys' office as shown by the wire confirmation for \$648,925.00 to the offices of Randall J. Drew by 10:01 a.m. on September 27, 2023, as shown on Exhibit "C" hereto.

34. Despite being an owner of the property, the Defendant has to allow Plaintiff to step foot on the Property to inspect the Property and see who it fared during Hurricane Ian.

35. The Plaintiff has been locked out of the house and has been unable to go inside and assess reported damage such as the ceiling falling in during Hurricane Ian.

36. The Plaintiff paid Ten Thousand and No/100 (\$10,000.00) Dollars to have the roof replaced prior to Hurricane Ian, which blew parts of the roof off, and Defendant threatened to lock the roofers out and refuses to allow an assessment of the property.

37. The Plaintiff seeks an Order from the Court to hereby requiring the Defendant to specifically perform under the terms of the Agreement and close on the Property conveying it to the Plaintiff, or, in the alternative having this Court issue its Master's Deed conveying the property to the Plaintiff.

38. The Plaintiff seeks to have Defendant pay for the Plaintiff's attorneys' fees and costs for these additional causes of action pursuant to Rule 10(b) SC ADR Rules for her bad faith refusal to comply with the mediated settlement agreement.

**FOR A SECOND CAUSE OF ACTION
(Breach of Contract)**

39. The Plaintiff repeats and realleges Paragraphs 1 through 38 above as though repeated herein verbatim.

40. The Defendant entered into a valid and enforceable contract with the Plaintiff supported by mutual and valid consideration as evidenced by the Agreement in which the Plaintiff attempted to perform and under which the Defendant did not perform for the purchase of the Defendant's interest in the subject property.

41. The Plaintiff agreed to pay Defendant in the amount of Six Hundred Fifty Thousand and No/100 (\$650,000.00) Dollars on or before September 23, 2022, and was to be made sole order of the Property.

42. The Defendant agreed to vacate the Property by the time the payment was made by the Plaintiff.

43. The Plaintiff and Defendant agreed to sign all necessary deeds and documents to effectuate the terms of the Agreement and each party agreed to pay their own attorneys' fees and costs to end the original action.

44. The Plaintiff attempted to close and performed fully under the Agreement on September 23, 2022, and September 27, 2022 and Defendant failed to appear.

45. As a direct and proximate result of the breach of the Agreement, the Plaintiff has been damaged in amounts still waiting to be determined as well as any and all future costs that will be required to repair the Property, additional loan costs, carrying costs, interest costs, and attorneys' fees and in all such other damages to be proven at the trial of this case.

**FOR A THIRD CAUSE OF ACTION
(Nuisance)**

46. The Plaintiff repeats and realleges Paragraphs 1 through 45 above as though repeated herein verbatim.

47. The Defendant continues to allow dumping, trash accumulation, waste disposal, and business activities on the property, all interfering with the Plaintiff's quiet enjoyment of the property.

48. These activities are causing damage to the Plaintiff and his interest in the property and will lead to further expenses to be paid.

49. Such activities are willful, wanton, and reckless entitling the Plaintiff to punitive damages.

WHEREFORE, the Plaintiff prays that the Court issue its Order as follows:

- a. Allowing the Master in Equity to make any and all final determinations in this matter;
- b. Require the Defendant to perform under the terms of the Agreement;
- c. Awarding the Plaintiff all actual and punitive damages;

- d. Awarding the Plaintiff attorneys' fees and costs; and
- e. Awarding any other costs as deemed by the Court.

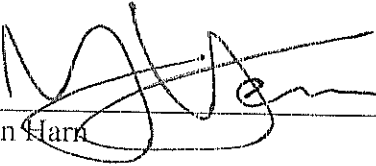
BUIST, BYARS & TAYLOR, LLC

Mount Pleasant, South Carolina
October 6, 2022

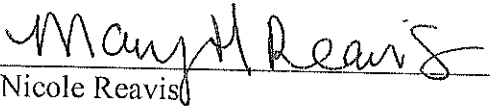
/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
Telephone: (843) 856-4488
Facsimile: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for the Plaintiff

Jason Harn v. Nicole Reavis
Case No.: 2021-CP-10-2661
June 23, 2022
Mediation Stipulation

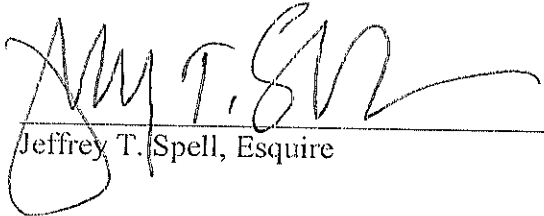
1. This settlement resolves all issues and causes of action between the parties through June 23, 2022.
2. Upon the payment of the sum of \$650,000.00 by Jason Harn to Nicole Reavis, Jason shall become the sole owner of the real estate at 1506 Highway 45, McClellanville, South Carolina, 29458, and he shall be solely responsible for all costs associated therewith.
3. Jason Harn shall pay the sum of \$650,000.00 on or before September 23, 2022.
4. Nicole Reavis shall vacate the subject real estate by the time of the payment of the \$650,000.00.
5. The parties shall sign all necessary deeds and documents to effectuate the terms of this Stipulation.
6. Each party shall pay his/her attorney's fees and costs associated with this action.
7. Case Number 2021-CP-10-2661 shall be dismissed with prejudice after the closing on the subject real estate.



Jason Harn



Nicole Reavis



Jeffrey T. Spell, Esquire

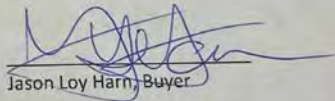
Justin McGee, Esquire

HOLD-OVER AGREEMENT

The undersigned, as Buyer and Seller agree as follows:

1. Buyer is buying and Seller is selling Seller's interest in that real property located at 1506 Highway 45 (TMS # 762-00-00-074) in rural Charleston County for a price of \$650,000.00.
2. Closing will take place on September 27th, 2022.
3. Seller shall remain in possession of the house as a Tenant for up to 90 days after closing and pay no rent.
4. Seller shall maintain the property in its present condition until vacating the premises.
5. Closing attorney (or escrow agent) will hold back \$150,000.00 of Seller's proceeds to be disbursed to the Seller once she has vacated the premises and removed all of her personal belongings. (to be released upon confirmation by Buyer that Seller has vacated)
6. Seller further agrees to clean out the barn/hangar within one week so that the Buyer can begin work on that building.
7. If Seller has not vacated the premises by 90 days after closing, the Buyer will begin eviction proceedings and the Seller will be responsible for all costs associated with the eviction including attorney's fees.
8. Seller acknowledges that re-roofing the house is a requirement of the insurance company and that project will begin shortly after closing.

9-27-22
Date


Jason Loy Harn, Buyer

Date

Mary Nicole Reavis, Seller

Date

Witness as to Both

HOLD-OVER AGREEMENT

The undersigned, as Buyer and Seller agree as follows:

1. Buyer is buying and Seller is selling Seller's interest in that real property located at 1506 Highway 45 (TMS # 762-00-00-074) in rural Charleston County for a price of \$650,000.00.
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6. Seller further agrees to clean out the barn/hangar within one week so that the Buyer can begin work on that building.
7. If Seller has not vacated the premises by 90 days after closing, the Buyer will begin eviction proceedings and the Seller will be responsible for all costs associated with the eviction including attorney's fees.
8. Seller acknowledges that re-roofing the house is a requirement of the insurance company and that project will begin shortly after closing.

Date

Jason Loy Harn, Buyer

Date

Mary Nicole Reavis, Seller

Date

Witness as to Both

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Jason Loy Harn,

Plaintiff,

v.

Mary Nicole Reavis f/k/a
Mary Nicole Harn,

Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2021-CP-10-02661

***NOTICE OF MOTION AND MOTION
TO APPOINT APPRAISER***

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

YOU WILL PLEASE TAKE NOTICE that Defendant, by and through her undersigned counsel, will move before the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, 100 Broad Street, Charleston, South Carolina, on the _____ day of _____, 2022 at _____ a.m./p.m., in Courtroom _____ or as soon after as the matter may be heard, for an Order appointing an Appraiser.

The basis for this motion is as follows:

1. Plaintiff filed a Summons and Complaint against Defendant in this case on June 8, 2021, requesting a partition.
2. Defendant filed an Answer and Counterclaim on March 16, 2022.
3. Thereafter, Plaintiff filed an Amended Complaint on January 27, 2023.
4. Defendant filed an Answer to Plaintiff's Amended Complaint on March 8, 2023.
5. Under South Carolina Code §15-61-25, "Upon the filing of a petition for partition of real property owned by joint tenants or tenants in common, the court shall provide for the nonpetitioning joint tenants or tenants in common who are interested in purchasing the property to notify the court of that interest no later than ten days prior to the date set for the trial of the case. The nonpetitioning joint tenants or tenants in common shall be allowed to purchase the interests in the property as provided in this section whether default has been entered against them or not."

6. In Defendant's Answer, she provided notice of her intent to purchase Plaintiff's interest in the Subject Property pursuant to §15-61-25.
7. This case is set for trial on April 18, 2023.
8. Under §15-61-25(B), "In the circumstances described in subsection (A) of this section, and in the event the parties cannot reach agreement as to the price, the value of the interest or interests to be sold shall be determined by one or more competent real estate appraisers, as the court shall approve, appointed for that purpose by the court."
9. Plaintiff and Defendant have been unable to agree on an appraiser. Moreover, Plaintiff will not agree an appraisal should be done at all. Plaintiff currently has an appraisal, but this has not been provided to Defendant or her counsel.
10. Because the value of the Subject Property is integral to this trial and the parties' positions, an appraisal must be completed.
11. As such, the Court should appoint an appraiser and order an appraisal on the Subject Property to be completed.

WHEREFORE, the Defendant prays that this Court issue an Order as follows:

- A. Appointing an Appraiser for the Subject Property pursuant to S.C Code §15-61-25; and
- B. For such other and further relief as the Court may deem proper.

RULE 11 AFFIRMATION

Counsel for Defendant affirms that prior to filing this motion he has communicated with opposing counsel and has attempted in good faith to resolve the matters contained in the motion, or that consultation would serve no useful purpose, or could not be timely held, or there was no duty of consultation pursuant to Rule 11, SCRCP.

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//

McGee Law Firm, LLC

By: s/ Justin M. McGee
Justin M. McGee
537 Folly Road
Charleston, South Carolina 29412
Office: 843.724.7707
Fax: 843.762.2333
justin@mcgee-lawfirm.com
South Carolina Bar Number: 79040
Attorney for Defendant

Charleston, South Carolina
April 14, 2023

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Jason Loy Harn,

Plaintiff,

v.

Mary Nicole Reavis f/k/a

Mary Nicole Harn,

Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2021-CP-10-02661

***NOTICE OF MOTION AND MOTION
FOR CONTINUANCE***

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

YOU WILL PLEASE TAKE NOTICE that Defendant, by and through her undersigned counsel, will move before the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, 100 Broad Street, Charleston, South Carolina, on the _____ day of _____, 2022 at _____ a.m./p.m., in Courtroom _____ or as soon after as the matter may be heard, for an Order continuing the trial hearing scheduled to be heard on April 18, 2023.

The basis for this motion is as follows:

1. Plaintiff filed a Summons and Complaint against Defendant in this case on June 8, 2021, requesting a partition.
2. Defendant filed an Answer and Counterclaim on March 16, 2022.
3. Thereafter, Plaintiff filed an Amended Complaint on January 27, 2023.
4. Defendant filed an Answer to Plaintiff's Amended Complaint on March 8, 2023. In Defendant's Answer, she provided notice of her intent to purchase Plaintiff's interest in the Subject Property.
5. This case is set for trial on April 18, 2023.
6. However, Plaintiff and Defendant have been unable to agree on an appraiser. Moreover, Plaintiff will not agree an appraisal should be done at all.
7. Plaintiff currently has an appraisal, but this has not been provided to Defendant or her counsel.

8. Because the value of the Subject Property is integral to this trial and the parties' positions, going to trial without an appraisal completed is premature.
9. Defendant filed a Motion to Appoint Appraiser contemporaneously with this Motion.
10. As such, the Court should continue the Trial Hearing for a later date and time after an appraiser has been appointed and appraisal on the Subject Property has been completed.

WHEREFORE, the Defendant prays that this Court issue an Order as follows:

- A. Granting an Order of Continuance in the above-referenced matter;
- B. Appointing an Appraiser for the Subject Property;
- C. Ordering an Appraisal be completed; and
- D. For such other and further relief as the Court may deem proper.

RULE 11 AFFIRMATION

Counsel for Defendant affirms that prior to filing this motion he has communicated with opposing counsel and has attempted in good faith to resolve the matters contained in the motion, or that consultation would serve no useful purpose, or could not be timely held, or there was no duty of consultation pursuant to Rule 11, SCRCP.

McGee Law Firm, LLC

By: s/ Justin M. McGee
Justin M. McGee
537 Folly Road
Charleston, South Carolina 29412
Office: 843.724.7707
Fax: 843.762.2333
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South Carolina Bar Number: 79040
Attorney for Defendant

Charleston, South Carolina
April 14, 2023

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Jason Loy Harn,

Plaintiff,

v.

Mary Nicole Reavis f/k/a

Mary Nicole Harn,

Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2021-CP-10-02661

AFFIDAVIT OF MARY NICOLE

REAVIS

(In Support of Motion for a Continuance)

PERSONALLY APPEARED before me, Mary Nicole Reavis, who, being duly sworn, does state as follows:

1. I am the Defendant in this action. I am a citizen and resident of the State of South Carolina. This affidavit is sworn on my personal knowledge, unless otherwise stated, and I am competent to testify to the matters stated herein.
2. This is a partition action.
3. In my Answer filed on March 8, 2023, I gave notice of my intent to purchase Plaintiff's interest as the non-petitioning party.
4. Plaintiff and I have been unable to agree on an appraiser.
5. In fact, I have been unable to get the Plaintiff to agree that we need an appraisal.
6. The Plaintiff currently has an appraisal. This appraisal has not been provided to myself or my counsel.
7. Upon information and belief, under S.C Code Ann. §15-61-10, I need the court to appoint an appraiser.
8. Upon information and belief, going to trial without having an appraisal done, either by an agreed upon appraiser or one appointed by the court, is premature.

9. For these reasons, I believe the court should appoint an appraiser, get an appraisal, and schedule trial at some point thereafter.

FURTHER AFFIANT SAYETH NAUGHT!

Mary Reavis
MARY NICOLE REAVIS

SWORN TO before me this
19th day of April 2023



NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 9/13/23

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	THE PLAINTIFF'S MOTION FOR AN
	)	ORDER OF DEFAULT JUDGMENT
Plaintiff,	)	
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendant.	)	
_____	)	

TO: THE ABOVE-NAMED DEFENDANT

The Plaintiff, Jason Loy Harn, (the "Plaintiff"), by and through his undersigned attorney, hereby moves for an Order for Entry of Default Judgment against the above-named Defendant, Mary Nicole Reavis f/k/a Mary Nicole Harn, (the "Defendant"), in the above-captioned case pursuant to Rule 55 of the South Carolina Rules of Civil Procedure. This Motion is based upon the pleadings filed in the above-captioned case including, but not limited to, the Amended Summons and Complaint filed on January 27, 2023, the Electronic Notification of Service to Defendant's counsel, Justin McGee, filed on January 27, 2023, and the Affidavit of Default and Non-Military Service for Defendant filed on February 20, 2023.

Please be present to defend if so minded.

SIGNATURE BLOCK ON FOLLOWING PAGE

Respectfully submitted.

BUIST, BYARS & TAYLOR, LLC

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
Telephone: (843) 856-4488
Facsimile: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for the Plaintiff

Mt. Pleasant, South Carolina
March 8, 2023

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

JASON LOY HARN,

Plaintiff,

v.

MARY NICOLE REAVIS f/k/a
MARY NICOLE HARN,

Defendant.

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2021-CP-10-02661

***NOTICE OF MOTION AND MOTION
TO RECONSIDER, ALTER AND/OR
AMEND***

YOU WILL PLEASE TAKE NOTICE that Defendant, by and through her undersigned counsel, will move before the Honorable Mikell R. Scarborough, Master In Equity for Charleston County, 100 Broad Street, Charleston, South Carolina, on the ____ day of _____, 2024 as ____:____ a.m./p.m., in Courtroom 2A or as soon thereafter as the matter may be heard, for an order reconsidering and reversing the Order Granting Partition filed on June 27, 2024 in the manner addressed herein under Rules 59 and 60 of the South Carolina Rules of Civil Procedure. Defendant first received notice of the Order Granting Partition via email from CourtPlus on June 27, 2024 and, as such, this motion is timely. This motion may be additionally supported by a memorandum of law to be submitted by Defendant.

The grounds for this Motion are as follows:

1. The Court erred in finding that Defendant interfered with Plaintiff's quiet enjoyment of the property.
2. The Court erred in failing to find that Plaintiff interfered with Defendant's quiet enjoyment of the property, an undisputed fact made demonstrably clear by the evidence and testimony presented.

3. The Court erred by finding that Defendant failed to pay the taxes, upkeep, and maintenance of the property when Defendant submitted tax bills and payments into evidence and provided undisputed testimony as to performed and paying the cost of numerous repairs, maintenance, and improvements to the property. The Court also did not account for the expenses paid by Defendant for these expenses in, at least, offsetting the amounts submitted by Plaintiff.

4. Defendant established that she paid the *ad valorem* taxes on the property at trial. The Court erred in finding that Plaintiff is entitled to seek contribution for the payment of taxes that Defendant clearly paid and established at trial.

5. The Court erred in valuing the low, swampy acres at the same amount as the high wooded acres in valuing the land for partition in kind.

6. The Court made mathematical errors and erred in awarding Plaintiff any monetary amount to equalize the partitioned property.

7. Considering the disparity in the value of the partitioned parcels, the Court erred in determining the partition could be done fairly and equitably.

8. The Court erred in failing to account for Defendant's sentimental attachment and Plaintiff's bad conduct in determining how to partition the property.

9. The Court erred in failing to permit Defendant, as the nonpetitioning party, to purchase the property as a matter of right under the statute. S.C. Code Ann. §15-61-25.

WHEREFORE, for the reasons state3d herein, Defendant prays the Court will issue as Order granting Defendant the following relief:

A. Issuing a ruling and awarding all relief sought by Defendant herein;

B. Reconsidering its decision not to allow Defendant to purchase the property prior to partition as a matter of right;

- C. Finding that Defendant has a statutory right to purchase the property prior to partition and met all requirements to do so under the statute;
- D. Reconsidering the division of acreage in the partition to a more fair and equitable division;
- E. Reconsidering its valuation of the acres in the partition and distinguishing between high and low acres and assigning different values therefore;
- F. Reconsidering the allocation of expenses paid for the benefit of the property, including (without limitation) the payment of *ad valorem* taxes in manner consistent with the undisputed evidence presented at trial;
- G. Vacating any monetary amount to be paid by Defendant to Plaintiff; and
- H. For such other and further relief as the Court may deem appropriate and equitable.

Respectfully submitted,

By: /s/ Justin McGee
Justin M. McGee
S.C. Bar # 79040
1476 Ben Sawyer Blvd, STE 5
Mount Pleasant, S.C. 29464
justin@mcgee-lawfirm.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2021-CP-10-02661
	)	
	)	
Jason Loy Harn,	)	THE PLAINTIFF'S MOTION FOR
	)	BOND PURSUANT TO SCACR
Plaintiff,	)	RULE 241(b)(4)
	)	
vs.	)	
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendant.	)	
_____	)	

TO: THE ABOVE-NAMED DEFENDANT

The Plaintiff, Jason Loy Harn, (the "Plaintiff"), by and through his undersigned attorney, hereby moves for an Order for a bond against the above-named Defendant, Mary Nicole Reavis f/k/a Mary Nicole Harn, (the "Defendant"), in the above-captioned case pursuant to SCACR Rule 241(b)(4) of the South Carolina Rules of Civil Procedure.

This Court's Order of June 27, 2024, is a judgment directing the sale or delivery of possession of real property. As provided in S.C. Code Ann. § 18-9-170, a matter under appeal cannot be stayed unless the appellant provides a written undertaking with two sureties. The Court has partitioned the property and ordered that title be conveyed pursuant to the Order. The Court has further ordered that the Plaintiff be awarded Ninety Two Thousand Nine-Hundred and No/100 (\$92,900.00) Dollars to equalize property values and expenses paid by the Plaintiff for the property. As S.C. Code Ann. § 18-9-170 applies, the Plaintiff would ask that this Court to require the Defendant to post a bond in the minimum amount of Ninety Two Thousand Nine-Hundred and

No/100 (\$92,900.00) Dollars within five (5) days of any order from this Court, or the matter would not be stayed.

This bond serves to protect the interests of the prevailing party during the appeal process.

Pursuant to Rule 11 SCRPC, counsel certifies that consultation in this matter would serve no useful purpose.

Please be present if so minded.

Respectfully submitted.

BUIST, BYARS & TAYLOR, LLC

/s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
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Facsimile: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for the Plaintiff

Mt. Pleasant, South Carolina
August 14, 2024

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Jason Loy Harn,)

Plaintiff,)

v.)

Mary Nicole Reavis f/k/a Mary Nicole Harn,))

Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2021-CP-10-2661DEFENDANT'S MOTION TO
RECONSIDER THE ORDER GRANTING
PLAINTIFF'S FOR BONDTO: THE HONORABLE MIKELL R. SCARBOROUGH AND G. HAMLIN O'KELLEY, III,
ATTORNEY FOR PLAINTIFF:

PLEASE TAKE NOTICE that Defendant, Mary Nicole Reavis (hereinafter "Defendant") by and through her undersigned counsel, will move before the Honorable Mikell R. Scarborough, Master in Equity, at Chambers, in the Charleston County Courthouse, Charleston, South Carolina, at such place and time as the court may appoint to reconsider, that certain Order filed October 9, 2024, granting Plaintiff's Motion for Bond, which was filed on August 14, 2024 (hereinafter "Bond Order"). Defendant makes this motion pursuant all applicable Rules of Civil Procedures including but not limited to Rules, 11, 52, 56, 59, and 60; as well as Rule 241(b)(4), SCACR. This motion is based on the pleadings filed herein, the record before the court, the public records of Charleston County, applicable common law, case law and statutory law and any memorandum or supplemental materials Defendant may seek to submit to the Court prior to a hearing on this motion. The grounds for the motion are as follows:

Respectfully, the Court committed the following errors in its Order, in the following ways:

- 1) The Court erred in finding the Court's Order of June 27, 2024 ("Judgment Order") was an order of judgment directing delivery of possession of real property. The real property at issue, as identified and defined in paragraph 10 of the Judgment Order ("Subject Property"), is currently

held by both Plaintiff and Defendant as tenants in common. Title to the Subject Property at present remains held by both Plaintiff and Defendant subject to a final subdivision of the property after a survey dividing the property occurs and is approved by subsequent final order of subdivision by the Court. No such survey or order has occurred as such the Judgment Order did not direct delivery of possession of the subject property to either Plaintiff or Defendant and the Subject Property currently remains titled to both Plaintiff and Defendant as Tenants in Common.

2) The Court erred in finding that S.C. Code Ann. § 18-9-170, requires Defendant to post a bond to stay execution on the Judgment Order on Appeal.

3) The Court erred in finding that the Judgment Order ordered that title to the Subject Property be conveyed to either Plaintiff or Defendant at present, rather the Judgment Order required the Subject Property to be divided in the future after the occurrence of future events and/or occurrences which have not yet occurred.

4) The Court erred in finding it is necessary to require Defendant to post a bond to protect Plaintiff's interest in the Subject Property and Plaintiff's interest in the Judgment Order, during the pendency of the Appeal, when Plaintiff at present still holds title to the Subject Property as a Tenant in Common with Defendant; Plaintiff at present has and maintains access to the Subject Property; and the Judgment Order specifically found that Plaintiff had not been ousted from the Subject Property.

5) The Court erred in finding it is necessary to require Defendant to post a bond to protect Plaintiff's interest in the Subject Property and Plaintiff's interest in the Judgment Order, during the pendency of the Appeal, when the Judgment Order finds that value of Subject Property alone as a single parcel, or even two divided separate but equal parcels, greatly exceeds the value of the

money judgment to be issued to Plaintiff in a future final order of subdivision of the Subject Property.

6) The Court erred in finding it is necessary to require Defendant to post a bond to protect Plaintiff's interest in the Subject Property and Plaintiff's interest in the Judgment Order, during the pendency of the Appeal, when the Judgment Order finds Plaintiff testified to not having an interest in the house situated upon the Subject Property, the Judgment Order did not award Plaintiff any future divided portion of the Subject Property upon which the house is situated and thus Plaintiff's interests are protected by the value real property alone without a house situated upon it.

7) The Court erred in finding in the Bond Order, that Judgment Order ordered and issued a presently collectible and enforceable money judgment of \$92,900.00 to Plaintiff to be paid by Defendant to equalize property values, when the Judgment Order states "A judgment against Defendant's interest may issue if this sum is not paid (or arrangements made to pay this sum) within six months of the final approved subdivision of the property into two lots. The Court has not issued a final order of subdivision of the Subject Property as such a money judgment to equalize the value of the subdivided lots has not ripened. The Judgment Order does not order or issue a money judgment to Plaintiff which is at present enforceable by Plaintiff against Defendant personally or Defendant's interest in the Subject Property.

8) The Court erred in finding that a \$50,000.00 bond was necessary to be paid by Defendant to protect Plaintiff's interest in the Subject Property to prevent Plaintiff interest from suffering waste during the pendency of the Appeal when no bond would be necessary, but if such a bond was necessary, which Defendant specifically denies, then Defendant would assert that an amount significantly less than \$50,000.00 would protect Plaintiff's interest in the property from suffering waste during the pendency of the appeal, given that Plaintiff maintains access to the Subject

Property; Plaintiff maintains title to the Subject Property as a Tenant in Common; Plaintiff was awarded a future division of the Subject Property which would not contain the house; Plaintiff testified he did not have an interest in the house; and the law does not afford that Defendant should be required to post a bond to protect Plaintiff's interest in certain expenses found to have been paid by Plaintiff in the Judgment Order.

9) The Court erred in finding it is necessary to require Defendant to post a bond to protect Plaintiff's interest in the Subject Property and Plaintiff's interest in the Judgment Order, during the pendency of the Appeal, when the Judgment Order does not find that Plaintiff does not have access to the Subject Property and/or has been that Plaintiff has been ousted from the Subject Property. The Judgment Order does not find that Plaintiff does not have the ability to protect Plaintiff's interest in the Subject Property from suffering waste by the hands of Defendant or her husband by lack of access or possession. As such *Defendant specifically respectfully requests* that if Defendant is to be required to post a bond to protect Plaintiff's interest in the Subject Property during the pendency of the appeal, then Defendant respectfully requests *that this Court issue an amended order of bond* stating that upon Defendant posting a bond as directed in the Bond Order then thereafter Plaintiff shall be restrained from accessing the Subject Property during the pendency of the appeal, such that Plaintiff cannot be able to cause waste to Defendant's interest in the subject property during the pendency of the appeal and therefore both parties interests in the Subject Property are equally protected from waste during the pendency of the appeal.

CONCLUSION

For the reasons stated above Defendant respectfully request this court reconsider and amend its Bond Order filed October 9, 2024, and issue a new Order denying Plaintiff's Motion for Bond and/or issue an amended order directing that if Defendant posts a bond as directed in the

October 9, 2024, Bond Order then Plaintiff shall be restrained from entering upon or accessing the Subject Property during the Pendency of the Appeal.

RESPECTUFLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC
s/ D. Conor Keys (#100148)
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Attorney for Defendant

And

Justin McGee (co-counsel)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2021-CP-10-2661
	)	
Jason Loy Harn,	)	
	)	
Plaintiff,	)	DEFENDANT’S MOTION FOR AN
v.	)	EXTENSION OF TIME TO COMPLY
	)	WITH THE BOND ORDER
	)	
Mary Nicole Reavis f/k/a Mary Nicole Harn,	)	
	)	
Defendant.	)	
	)	

TO: THE HONORABLE MIKELL R. SCARBOROUGH AND G. HAMLIN O’KELLEY, III,
ATTORNEY FOR PLAINTIFF:

PLEASE TAKE NOTICE that Defendant, Mary Nicole Reavis (hereinafter “Defendant”) by and through her undersigned counsel, will move before the Honorable Mikell R. Scarborough, Master in Equity, at Chambers, in the Charleston County Courthouse, Charleston, South Carolina, at such place and time as the court may appoint for a brief extension of time to comply with that certain Order filed October 9, 2024, granting Plaintiff’s Motion for Bond. Defendant makes this motion pursuant all applicable Rules of Civil Procedures including but not limited to Rules, 11, 40, 60, 61, and 62. This motion is based on the pleadings filed herein, the record before the court, the public records of Charleston County, applicable common law, case law and statutory law and any memorandum or supplemental materials Defendant may seek to submit to the Court prior to a hearing on this motion. The grounds for the motion are as follows:

- 1) Defendant contracted with Steadman Insurance Brokerage Agency to procure a bond on her behalf from Jet Insurance Company. Defendant and/or her family members submitted all requested information and documentation to apply for the bond.
- 2) On Thursday November 7, 2024, at or around noon, Defendant and/or her family members initiated two wire transfers for a combined \$50,000.00 to Jet Insurance Company. The funds were

wired in two separate wire transfers one in the amount of \$34,000.00 and one in the amount of \$16,000.00. (See Exhibit “A”) attached hereto and incorporated herein.

3) A couple hours later on Thursday evening November 7, 2024, Defendant and/or her family members received a phone call from Charles Schwab Bank who had initiated the wire transfers on their behalf, requesting verbal authorization for the wire transfers to be completed. The authorization procedure which Defendant and/or her family members to verbally state to the bank agent a password Defendant and/or her family members had previously chosen to correspond to the account(s). Defendant and/or her family members could not recall the required password they had selected to correspond with the account(s) and therefore the wire transfers were not completed on November 7, 2024.

4) First thing in the morning on November 8, 2024, as soon as Charles Schwab Bank open Defendant and/or her family members went to the bank in person to resolve the matter. Authorization was confirmed and Defendant and/or her family members were informed by the bank the wire transfers would be sent and completed prior to 10:00 am.

5) Defendant’s counsel checked in with the Steadman Agency throughout the day for confirmation of the bond being put into place and the Steadman Agency responded multiple times. At 5:03 p.m. Steadman responded stating that an email had just been received from the underwriter stating that the delay was due to the insurance company stating that the wire transfers were still pending (See Exhibit “B” attached hereto and incorporated herein by reference).

6) Thereafter Defendant’s counsel immediately contacted Defendant and/or her family members seeking confirmation of the wire transfers from that morning. Defendant and/or her family members check online in their account(s) which confirmed the transfers had been made, however security protocols would not allow them to print or screen shot the online accounting.

Defendant and/or her family members contacted the bank and requested an email confirmation of both wire transfers and were informed such emails would be sent. After the close of business Defendant and/or her family members received an email confirmation for one but not both wire transfers. However, as previously noted Defendant and/or her family members online account statements indicate both wire transfers were sent the morning of November 8, 2024 (See Exhibit “C” attached hereto and incorporated herein by reference).

7) November 11, 2024, is Veterans Day a bank holiday. Defendant and/or her family members will be going to Charles Schwab Bank as soon as it opens Tuesday morning to resolve the unknown cause of delay of the wire transfer(s). For the reasons set forth herein, Defendant respectfully requests a brief extension of time to comply with the Order of Bond.

8) Defendant’s counsel further states that given the timing of having to file this motion and location of the parties at said time, Defendant is unable to execute and/or have executed an affidavit(s) to file attached to this motion in support thereof. However, Defendant’s undersigned counsel as an officer of this Court avers pursuant to Rule 11, SCRCP, that every statement contained herein in is true and correct to the best of counsel’s knowledge.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC
s/ D. Conor Keys (#100148)
D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Defendant

And

Justin McGee (co-counsel)

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON FOR THE NINTH JUDICIAL CIRCUIT

3 Case No. 2021-CP-10-02661
4

5 JASON LOY HARN,)

6)
7 Plaintiff,)

8)
9 vs.)

10) VOLUME I

11 MARY NICOLE REAVIS f/k/a MARY NICOLE)

12 HARN,)

13)
14 Defendant.)
15
16
17

18 Trial before the Honorable Mikell R.
19 Scarborough, reported by Josie Allen Boehm, Registered
20 Professional Reporter and Notary Public, at 100 Broad
21 Street, Courtroom 2A, Charleston, South Carolina,
22 April 18th, 2023, commencing at 9:54 a.m.
23
24
25

1 APPEARANCES

2
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12 For the Defendant:

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15 7312 Eddy Farm Rd

16 Yorges Island, SC 29449

17 justin@mcgee-lawfirm.com

18 (843) 847-1502

19 EXAMINATION INDEX

20 Anne Wyman

21 DIRECT BY MR. O'KELLEY 29

CROSS BY MR. MCGEE 56

22 REDIRECT BY MR. O'KELLEY 58

RECROSS BY MR. MCGEE 59

23 Jason Harn

24 DIRECT BY MR. O'KELLEY 64

CROSS BY MR. MCGEE 107

25 REDIRECT BY MR. O'KELLEY 144

INDEX CONTINUED

1		
2	Keenan Harn	
	DIRECT BY MR. O'KELLEY	151
3	CROSS BY MR. MCGEE	160
4	Nicole Reavis	
	DIRECT BY MR. MCGEE	.181
5	CROSS BY MR. O'KELLEY	.225
	REDIRECT BY MR. MCGEE	.247
6	RECROSS BY MR. O'KELLEY	.253

EXHIBIT INDEX

MAR ADM

8	Plaintiff Exhibit	
	1 Deed	25
9	2 Sass and Herrin Appraisal	33
	3 Survey	66
10	4 Survey	66
	5 Photo	67
11	6 Photo	67
	7 Parker Land Surveying Invoice	70
12	8 Photos	75
	9 Photos	75
13	10 Photos	75
	11 Mediation Stipulation	92
14	12 Photo	94
	13 Spreadsheet	150
15	Defense Exhibit	
16	1 Right of Way Easement	113
	2 Ingress/Egress Easement	113
17	3 Photo	124
	4 Photo	124
18	5 Text Exchange	129
	6 Payment Receipts	133
19	7 State Farm	190
	8 Declarations	191
20	9 Bill History	246
	10 E-mail	250

1 THE COURT: Okay. All right. So this
2 morning we've got for a trial today, we have the case
3 Jason Loy Harn as plaintiff versus Mary Nicole Reavis,
4 the defendant.

5 Case number is 2021-CP-10-2661. Mr. Hamlin
6 O'Kelly for the plaintiff.

7 MR. O'KELLEY: Good morning, Your Honor.

8 THE COURT: And Mr. Justin McGee.

9 MR. MCGEE: Good morning.

10 THE COURT: I know that there were a couple
11 of motions outstanding that we needed to take up
12 before we start, but let me just start with this.

13 This case is a '21 case. It's been before
14 the Court for a while. I issued a scheduling order in
15 March of last year. We were looking at going to trial
16 sometime after August.

17 I got the message that the parties had
18 settled the case at mediation, and then there was a
19 issue that came up about whether or not the settlement
20 had actually been consummated, and we had a hearing.
21 I ruled there was no settlement. So we're back to
22 where we are with the trial.

23 And so we scheduled it -- I can't remember --
24 sometime earlier this year. We scheduled it for
25 today. I did get from Mr. McGee a motion for

1 a continuance on the basis that he did not have an
2 appraisal to submit, and I sort of dealt with that
3 yesterday by denying the motion.

4 Mr. McGee, I don't know that you have to have
5 an appraisal. Might be of benefit. Your client, as
6 an owner of the property, is entitled to render her
7 opinion as to value. That's one of the exceptions we
8 have.

9 MR. MCGEE: Well, Judge, specifically the
10 motion was based on the statute on 15-61-25. And the
11 defendant here is the non petitioning party in the
12 partition action, and the statute specifically states
13 that the Court will appoint an appraisal once the
14 notice is provided.

15 The notice was provided that she intended to
16 purchase the petitioner's interest in the property.

17 THE COURT: When was that given?

18 MR. MCGEE: That was given March 8 of this
19 year.

20 THE COURT: Was that sent to the Court?

21 MR. MCGEE: That was sent to the Court in the
22 answer.

23 THE COURT: In the answer? Well, we got an
24 issue about the answer. But go ahead.

25 MR. MCGEE: And so that was given -- well,

1 Judge, even under the statute, even an issue with the
2 answer, 15-61-25 (a) provides whether default has been
3 entered against them or not, certainly that notice is
4 effective regardless of the timeliness of the answer.

5 We're going to get into the timeliness of the
6 answer but the notice was given. And so once that
7 notice was given pursuant to the statute in subsection
8 B, if the -- in the event the parties cannot reach an
9 agreement as to the price, I'm quoting this, the value
10 of the interest or interest to be sold shall be
11 determined by one or more competent real estate
12 appraisers as the Court shall approve appointed for
13 that purpose by the Court, and once that appraiser is
14 appointed then that appraiser gives a report in
15 writing to the Court within 30 days after their
16 appointment and then there's a process ten days after
17 that report for either of the parties to object to
18 that value in that report.

19 And then I think the parties can come in and
20 request a hearing, come in with their own appraisers
21 and argue about that value.

22 So that's the problem we have today, Judge,
23 is we're here on a partition action and none of us
24 have complied with the statute. I can't get opposing
25 counsel to agree that we need an appraiser, so I have

1 requested that several times.

2 The response was we got an appraisal and they
3 said on March 14th they would give me their appraisal.
4 I don't have it yet as I sit here today. And really
5 it doesn't matter because we have an appraiser, too,
6 and there's an issue about whether he could appear
7 virtually today, and I know Your Honor would not be
8 happy with that request.

9 But we can come in with our own appraisers
10 and argue about that, but ultimately we have to follow
11 this statute. And so that's what the motion really --

12 THE COURT: Let me stop you there. All
13 right. So when I issued a scheduling order in
14 March -- actually it was in February of '22, the
15 expert was listed as NA, not applicable, and y'all
16 must have waived it.

17 So y'all have had -- this case has got some
18 twists and turns to it. So I entered a scheduling
19 order last year, which is the main reason I wouldn't
20 continue the case today. We should have been ready
21 for trial sometime after August of last year, and here
22 it is April of '23. So we're more than six months
23 past that.

24 Y'all have had plenty of time to do
25 discovery. If it's your interpretation that the Court

1 is going to issue an appraiser, I don't do that.

2 Okay? This Court does not do that. Okay? There are
3 parties to this litigation and the parties are
4 entitled to get their own.

5 The only time this Court gets an appraiser is
6 if he doesn't believe either one of the appraisers
7 have come in by the parties. Okay? This is how our
8 entire system operates. Okay?

9 I understand you've read from the statute.
10 That's the 2006 statute effective I think it was
11 January, either January 1 or July 1 of 2007. So
12 that's the old statute. Because, clearly, these
13 people don't qualify under the new statute, the
14 Pinckney statute.

15 While they're heirs, they're not -- it's not
16 heirs property. It's two siblings apparently that we,
17 I assume, deeded this property --

18 MR. O'KELLEY: Deeded the property under
19 their father's will. We have a valid deed of
20 distribution, so it's not heirs property, Your Honor.

21 THE COURT: So let me start with this
22 proposition. Usually what I do in a partition case is
23 I cover the bases for partition.

24 So this is like a 46, 50 acre tract of land.
25 There's two owners. I don't understand how there

1 could not be a potential for a partition in kind, i.e.,
2 the division of the property.

3 So unless the parties say they're going to
4 waive that, that's the first step in the partition
5 process. There's three types of partition. There's
6 partition in kind. I don't think there's any question
7 but you can subdivide this property, but that's one
8 issue.

9 The next step in the process is the
10 allotment. Mr. McGee, as I read your pleadings,
11 that's what you seek in this particular case. You
12 want to buy out the interest of the other party.

13 MR. MCGEE: Correct.

14 THE COURT: The amount that you pay is called
15 owelty. You will pay the owelty to purchase the
16 property. That does get into a valuation issue.
17 Okay? And then finally, there's a partition by sale.
18 I think this case was originally pled that way but the
19 pleadings were amended at some point in time. It's a
20 three-step process here.

21 But this Court has never appointed an
22 appraiser except in those instances when probably the
23 valuations are so far apart that I want to get a third
24 appraisal.

25 MR. O'KELLEY: Your Honor, if I may,

1 Mr. Spell, when he was the lawyer of record, he had an
2 appraisal done. Our appraiser, Ms. Wyman, is here in
3 the courtroom.

4 Additionally, Your Honor will remember that
5 there was a settlement and there was some people
6 showed up at the closing. There was going to be a
7 loan. The bank got an appraisal.

8 I don't know what Mr. McGee's folks'
9 appraiser is going to say. I haven't seen any
10 discovery in this case. But whatever he says, he
11 says. But if there's an appraiser and he's got a
12 report, I don't think it matters.

13 More importantly, we do have a motion for
14 default here. And I think one thing that's important
15 is we came before Your Honor to try and compel
16 settlement, and at that hearing, Your Honor stated
17 that the minimum basis for the property would be
18 \$650,000.

19 That was a finding of fact before the Court
20 based on the earlier settlement agreement that was
21 actually signed by the parties. It wasn't signed by
22 Mr. McGee, but it was signed by Mr. Spell and the
23 parties.

24 So at that hearing, which was January 27th,
25 which is also when you entered the scheduling order

1 for us to be here today. You said we have got time.
2 Will four months be enough time? Yes, sir. Hamlin,
3 you can amend your pleadings. So I amended the
4 pleadings.

5 We found out on January 27th. We served it.
6 It was served by Ms. Armstrong's office at 12:39:37 on
7 the same day. It listed me; it listed Mr. McGee; it
8 listed Mr. Spell.

9 And under Rule 15, you then have 15 days to
10 answer. That's not me. That's what our rules say.

11 And Mr. McGee -- so that would have run
12 through February 13th which -- because February 11th
13 would have been the day that it kicked in, and our
14 rules, being generous, would say give them until
15 Monday.

16 Nothing happened until, as Mr. McGee said,
17 something was filed March 8th. That's 23 days after
18 the responsive pleading was due.

19 So to my mind, they have admitted the
20 allegations in our amended complaint, including
21 allegations for nuisance and damages to the property
22 as well, which would go to my client and provide any
23 sort of offset to any purchase he would make.

24 But my clients will tell you that this
25 property should be divided in kind. There's plenty of

1 acreage. Your Honor could draw the line wherever Your
2 Honor sees fit based on a valuation and things we've
3 done in this court for years.

4 But more importantly -- and, again, Mr. McGee
5 is right. 15 (A) says it doesn't matter whether
6 they're in default or not, but I think they're in
7 default as to the allegations we have set forth in our
8 amended complaint.

9 That's important to note because of the facts
10 we set forth in there. And I think that's kind of all
11 there is because, again, the amended summons was filed
12 on the 27th. Nothing came in until March 8th, which
13 is way after the time for it to do so.

14 They admitted it's 46 acres. They've
15 admitted the transfer through the estate of their
16 father, Mr. Harn. They've admitted that the property
17 is each owned one half undivided interest by both
18 parties, and we've asked there be partition in kind
19 pursuant to 15-61-10.

20 We also state the defendant and her husband
21 have ousted my client from the property and interfered
22 with the quiet enjoyment, so we have asked for a
23 partition and we have also asked for damages for
24 nuisance, which they've admitted. And they've also
25 admitted that they're willful, wanton and reckless,

1 which would entitle my clients to punitive damages in
2 this case.

3 So, Your Honor, I think we just
4 short-circuited things greatly because they've
5 admitted a lot of the matters contained in the amended
6 complaint.

7 I'm happy to put my client up. I'm happy to
8 put Ms. Wyman up. And I am happy to put some
9 witnesses up. But I think pursuant to Rule 15 and
10 Rule 55, they've admitted everything we have alleged.

11 THE COURT: All right. Let me hear from you
12 on that.

13 MR. MCGEE: As to the -- Judge, I'm not
14 exactly sure what happened. There was an issue with
15 my AIS password. As an officer of the court, I'm
16 saying this. There were six calls between me and
17 Columbia trying to figure out what happened. I
18 thought it was filed.

19 I figured out it was not filed and filed it
20 within an hour of figuring out it was not filed when I
21 thought it was. So I did request an extension when I
22 figured out it wasn't filed. I didn't get a response
23 to that. There was numerous things happening during
24 this time period.

25 And so during the time period that we're

1 talking about, we had mediation on the 27th. We had
2 numerous e-mails conveying the offer, the position
3 that -- the notice to purchase it. And so --

4 THE COURT: Did y'all go back to mediation?

5 MR. MCGEE: We did. Went back to mediation
6 on February 27. So this is all happening bang, bang,
7 bang as we are doing this.

8 As an officer of the court, I will state that
9 I was not aware this answer did not get filed when I
10 thought it got filed. And I know the time period,
11 Judge, because I also couldn't file my CLE compliance.
12 I thought I was going to end up on the list of shame
13 because I could not get my AIS password to work. I
14 had numerous members of my staff that would say I was
15 particularly irritable during this time period because
16 I couldn't get it to work.

17 So if the Court would like to see my phone
18 bill, I could pull it up on my phone and show those
19 calls to Columbia. That's what happened. The
20 standard at this point is for good cause shown.

21 I believe what I have set forth here is good
22 cause. It would be manifestly unfair to punish this
23 lady and her husband based on this technicality. So
24 that's all I can say about that.

25 And I will say this is a court of equity, and

1 so I do ask the Court to look back at how this case
2 started when Mr. Spell was on it. The plaintiff
3 attempted to hold the defendant in default back then.
4 Served her three times an affidavit of nonservice when
5 this brother knew his sister was in Kentucky at her
6 daughter's horse thing.

7 And there were e-mails presented back then
8 where they had settlement negotiations, and the
9 plaintiff was telling the defendant not to worry about
10 it while also trying to hold her in default.

11 And so there's been numerous -- this is a
12 chipping case, Judge. These folks do not get along.
13 And as to the partition in kind, this is the problem
14 that I believe this Court has and Your Honor will have
15 with a partition in kind of this property.

16 The defendant's husband owns the 17 acres
17 contiguous to this property upon which the easement
18 exists to get to the property. There have been
19 numerous issues with that easement already where the
20 plaintiff --

21 THE COURT: That just entitles us to some
22 more litigation. But I saw in your response that you
23 counterclaimed. And timing wise, I found this very
24 interesting.

25 The motion to put you in default came in at

1 like noon or something, and your answer came in at
2 like 3 o'clock that same day. So you apparently got
3 it working on the 8th of March; is that right?

4 MR. MCGEE: What happened, Judge, is that's
5 when I discovered that that answer wasn't filed back
6 then. That's the issue is you -- this is the way this
7 works now in a practice of law.

8 I get an e-mail. And I don't understand the
9 e-mail, look back, and don't understand why there
10 isn't an answer already filed. Certainly get on the
11 ball at that point and get an answer filed because
12 there was no answer showing up in the system.

13 So I don't have -- yes, that -- absolutely.
14 Three hours later, answer filed. That was when I
15 discovered that the answer that I thought was filed
16 was not filed. And I don't have a more complicated
17 explanation for the Court than that.

18 MR. O'KELLEY: I just want to point out for
19 the record that the affidavit of non-military service
20 in default on February 20th, seven days before the
21 second mediation on the 27th, which failed.

22 But if we're going to talk about equity and
23 who did what to whom, you know, but for the
24 technicality of opposing counsel not signing an
25 agreement, we wouldn't be here today Your Honor.

1 And Your Honor asked Mr. McGee on January
2 27th: As an officer of the court, you're telling this
3 Court that you didn't sign that agreement and that's
4 the basis for not having this settlement?

5 And Mr. McGee said: Yes, sir, that's why.

6 So, you know, what equities are we really
7 balancing here? Your Honor, I think they're in
8 default. And it's not -- again, not me saying it.
9 It's Rule 15 and Rule 55. March 8th is way out of
10 time. Again, 23 days after the time to answer.

11 So there's no motion to lift default.
12 There's no motion to plead outside of time. And,
13 again, they have admitted that this can be partition
14 in kind. Whether there's an easement or not is not
15 before this Court.

16 Access is a separate issue. Your Honor tries
17 access cases all day. So, again, if we need to try
18 access at a later date, that's fine.

19 THE COURT: What was new in the amended
20 complaint? Was it a nuisance claim?

21 MR. O'KELLEY: No, sir, we changed it to
22 partition in kind. I don't know why it wasn't plead
23 that way originally, but we changed that and the
24 nuisance claim.

25 THE COURT: Partition in kind and nuisance?

1 MR. O'KELLEY: Yes, sir.

2 THE COURT: So how will you be prejudiced by
3 failure to allow their answer to exist? How do you
4 get prejudiced?

5 MR. O'KELLEY: Well, I will be prejudiced
6 because they've also asserted a counterclaim in here
7 which they haven't been able to prove anything
8 towards.

9 They say they have an appraisal, which we
10 found out about ten minutes ago. I think, Your Honor,
11 one thing you should allow is our contention that they
12 have committed nuisance on the property, because what
13 we're going to show you are pictures showing the
14 property in deplorable condition.

15 The house that -- we had Hurricane Ian last
16 fall. The house hasn't been touched. My clients were
17 going to put a new roof on it. They wouldn't let them
18 put a roof on it. My clients said don't operate a
19 business on the property, and they're operating a
20 business on the property.

21 I'm happy to put it all up today, Your Honor.
22 But in terms of admitting the property should be
23 divided in kind, I think everyone admits that so let's
24 move forward with that.

25 The prejudice is, Your Honor, we don't want

1 to come back here in six months since we have --

2 THE COURT: We're going to try this case
3 today.

4 MR. O'KELLEY: Absolutely. We have been
5 delayed several times. Again, the balancing of
6 equity. My folks sold their old house so they could
7 pay for what they thought was going to be a closing.

8 They got a loan. They have been trying to
9 move this forward. And every time, they get stymied
10 by either opposing counsel or sister and sister-in-law
11 and husband about everything to do with this case
12 including the motion filed last week which Your Honor
13 has denied.

14 THE COURT: Okay. And so your good cause
15 basis is the inability to get into the AIS system; is
16 that essentially what it is?

17 MR. MCGEE: That's correct. I won't
18 misrepresent anything. That's what it is, and that's
19 all it is.

20 As to the partition in the kind, if the Court
21 will afford me a little leeway, because Mr. Hamlin
22 certainly had an opportunity to respond to it, in
23 addition to the easement issue, there are restraining
24 orders. There are threats to kill people. There are
25 a number of things.

1 This situation with these two parties living
2 even in close proximity to each other isn't
3 sustainable.

4 THE COURT: They don't live near each other
5 today, do they?

6 MR. MCGEE: They do not live near each other
7 today. But the problem is the division of the
8 property in kind. The other issue is the improvement
9 there on that property --

10 THE COURT: Let me stop you there. Because
11 in your counterclaim, you allege in paragraph 15 that
12 the property is incapable of division in kind. Is
13 that still your position?

14 MR. MCGEE: Those are the easement issues
15 that I'm not sure that easement allows for -- that was
16 the position at the time at least. I have since,
17 Judge --

18 THE COURT: Is your basis for that the
19 easement issue?

20 MR. MCGEE: The basis of that is the easement
21 issue.

22 THE COURT: I don't believe that's an issue
23 in this case, is it?

24 MR. O'KELLEY: No, sir. It's not before you,
25 and no one is claiming there's no access to property,

1 either. The easement, whether it's public or private,
2 leads up to the property.

3 MR. MCGEE: The issue would be if the
4 easement allows the subdivision of the property or if
5 the subdivision of the property extinguishes the
6 easement. I think that's the bigger issue. And
7 that's --

8 THE COURT: That will come to light during
9 trial, right? And that will significantly impact the
10 value of the property if there's no way to it, right?
11 Do you agree with that?

12 MR. MCGEE: There's an easement to it now.
13 The question is whether that --

14 THE COURT: Your argument is that if the
15 property is subdivided, it would extinguish the
16 easement. If that's your argument then you're going
17 to have to acknowledge that it would greatly reduce
18 the value of the property. I have no question about
19 that.

20 MR. O'KELLEY: Your Honor, there are two ways
21 to get to that property.

22 THE COURT: We will cross that bridge. I'm
23 just trying to figure out where you're going with this
24 thing.

25 So I don't see any response to the nuisance

1 other than sort of general denial. Did you directly
2 address that in your answer?

3 MR. MCGEE: Other than a general denial, I
4 think the case law is clear. I can't find a case that
5 supports a nuisance action by one cotenant or tenant
6 in common against the other one.

7 They're both entitled to quiet and peaceful
8 enjoyment of the land. I think it's a matter of law.
9 I do have a memorandum about this. That case fails as
10 a matter of law. There is no -- these are their
11 competing rights to the quiet and peaceful enjoyment
12 of the land when they are cotenants in common.

13 So we did a general denial. I think
14 certainly that claim should be dismissed as a matter
15 of law and fails as a matter of law. There are also
16 numerous factual defenses to that claim to the extent
17 the Court allows them.

18 It's a significant factual defense as to that
19 claim. And for those reasons, we didn't counterclaim
20 back for nuisance because it's not a viable claim. To
21 the extent it was or is a viable claim, which I think
22 it is not, certainly they would have the same claim
23 back against the plaintiff.

24 THE COURT: All right. Okay. All right. So
25 under 15-61-25 in a partition action, the defendant in

1 the action is allowed to purchase the interest of the
2 property whether or not default has been entered
3 against them.

4 I'm going to find that the answer in
5 counterclaim which was filed on March 8, 2023 should
6 be allowed for good cause and that's Mr. McGee's
7 inability to get on to the AIS system.

8 So I'm going to allow the answer in
9 counterclaim under Rule 55 (c). I think the pleadings
10 have previously been joined. The only thing I saw
11 different is this nuisance claim, and it would appear
12 to me that's going to come to light during the trial
13 of the case as I said before.

14 Also in that pleading, the property cannot be
15 partitioned in kind, and I would say that's going to
16 be a very strong, difficult burden for you to
17 overcome, Mr. McGee, but I'll give you that
18 opportunity.

19 And I'm not going to try the easement case,
20 but you can raise the issue if you like and we can
21 talk about that during the course of the trial.

22 So anything further? Any other motion we can
23 take up before we commence?

24 MR. O'KELLEY: Your Honor, because we did
25 not -- we were hoping for default, we did not reply to

1 the answer in counterclaim.

2 I'd like to put on the record that we would
3 deny the allegations therein. We're trying the case.
4 I don't want to have to run by my office and file a
5 responsive pleading. I'll ask the Court to allow --

6 THE COURT: That's the purpose behind these
7 scheduling orders to try and get these issues resolved
8 prior to trial. So we're here past the point on that
9 one.

10 Anything else, Mr. McGee?

11 MR. MCGEE: Not at this time, Your Honor.

12 THE COURT: Very good. All right.

13 Is the plaintiff ready to proceed?

14 MR. O'KELLEY: Yes, sir.

15 THE COURT: Have y'all had a chance to mark
16 exhibits? Are y'all ready to go with that kind of
17 stuff?

18 MR. O'KELLEY: We're just going to mark them
19 as we go, Your Honor.

20 THE COURT: You want to make a short opening?
21 I would be happy to hear from you.

22 MR. O'KELLEY: Your Honor knows this case
23 backwards and forward, I think. I am Hamlin O'Kelly
24 here for the plaintiff, Jason Loy Harn. These clients
25 did receive this property -- parties did receive this

1 property by deed of distribution from probate court
2 from their father's estate.

3 It is a large piece of property that their
4 father got in 1996 up in McClellanville. Several
5 tracts put together.

6 THE COURT: When was it conveyed out of the
7 estate?

8 MR. O'KELLEY: Your Honor, the probate court
9 deed was May of 2003, and I've got copies to submit to
10 the Court. We can take judicial notice of it if you
11 will. It was filed in book A-449 at page 457. I'll
12 mark that as Exhibit 1.

13 (PLAINTIFF EXHIBIT NUMBER 1 WAS ADMITTED INTO
14 EVIDENCE.)

15 MR. O'KELLEY: You're going to hear from
16 Mr. Harn, Mrs. Harn, a couple of friends, and most
17 importantly our appraiser is here, Ms. Wyman. She's a
18 busy lady, so we would like to put her up first and
19 let her go on her merry way.

20 So we think the property can be divided in
21 kind. The question becomes where does the line go as
22 Your Honor knows. And if we need to get a surveyor
23 out there to draw the line, we will be happy to do so.

24 We've got lots of pictures that will show
25 that the house has not been kept up, that the yard is

1 in deplorable shape, that the property really needs a
2 lot of work.

3 As I said before, Hurricane Ian came through.
4 Our folks had roofers ready to go to fix the property,
5 and Mrs. Reavis and her husband wouldn't let the
6 roofers even come in to fix the property.

7 So who is committing waste? Who's causing
8 problems? We've got to get this back on track so they
9 can get a divorce as to the property and keep on
10 living, Your Honor, as you would say. So that will be
11 our case. You've got it set for all day, but I don't
12 think we'll be here all day.

13 THE COURT: Okay. Mr. McGee?

14 MR. MCGEE: Like Mr. O'Kelley said, you've
15 been aware of this case for a while and we've had some
16 arguments already this morning.

17 It is the defendant's position that they have
18 a right of first refusal to purchase this property.
19 The statute says the Court shall provide for the joint
20 tenants in common who are interested in purchasing the
21 property the right to do that. It's a right of first
22 refusal. That's what they're attempting to do.

23 The petition in kind is problematic for a
24 number of reasons. There are easement issues and
25 access issues.

1 More importantly, there are peaceful
2 existence with each other issues. So you will hear a
3 whole lot of testimony about their inability to even
4 be neighbors to each other.

5 There are restraining orders restraining the
6 plaintiff from coming about the defendant and those
7 kinds of things. There are threats. There's theft.
8 There's theft from property not owned by these parties
9 at all but rather from the defendant's husband's
10 properties and timber taken. The incitement of a riot
11 on social media to have people come bring your guns.
12 Plenty of firewood that was taken from the husband's
13 property.

14 And so there are a number of problems,
15 long-standing problems, with these parties
16 co-existing. And a line, an arbitrary line on the
17 ground, doesn't solve those problems.

18 And so the defendant's position is, one,
19 there's a statutory right of first refusal and the
20 Court shall give them the option to purchase it.
21 They're trying to do that. Value is the issue.

22 We do run into an issue with the statute now
23 as to the value and the right to object to that value
24 and have an evidentiary hearing as to that value. But
25 I'll let the Court decide that issue once we decide

1 what the value might be.

2 And that's really it. That's what we're
3 going to get down to. There are numerous factual
4 defenses as to the nuisance, the legal dumping, which
5 property that was on. As to the upkeep, who has paid.
6 The insurance, the taxes, the utilities, those kinds
7 of things.

8 And, also interestingly, Judge, the plaintiff
9 has -- since this property was deeded, the plaintiff
10 has lived there as a residence for more time than the
11 defendant. So there's just a lot of allegations that
12 are inconsistent. We will have some credibility
13 issues. Hopefully we can get through this today and
14 have some resolution for these people. That's all I
15 have, Judge.

16 THE COURT: Very good. Well, I like to call
17 this the family court of real estate. I think you're
18 in the right court. Okay?

19 All right. Mr. O'Kelly?

20 MR. MCGEE: At this time, we call Anne Wyman
21 to the stand.

22 THE COURT: Ms. Wyman, come on up.

23 ANNE WYMAN, having been duly sworn to tell
24 the truth, the whole truth, and nothing but the truth,
25 was examined and testified as follows:

1 COURT: Give us your full name and address
2 for the record, please.

3 WITNESS: My name is Anne DeSales Wyman, 805
4 Carolina Boulevard, Isle of Palms, 29451.

5 THE COURT: Thank you, ma'am.

6 DIRECT EXAMINATION

7 BY MR. O'KELLEY:

8 Q. Ms. Wyman, tell His Honor how you're employed
9 and what you do for a living.

10 A. I am certified real estate appraiser for Sass
11 Herrin and Associates. I've worked for them --

12 Q. Hold on one second. You work for Sass Herrin
13 and Associates, correct?

14 A. Yes, sir.

15 Q. And what do you do at Sass Herrin and
16 Associates?

17 A. I do both residential and I am training to do
18 commercial appraisals. I do a combination. I do bank
19 work, litigation work, heirs property, 50 percent
20 rules, new construction, existing construction,
21 proposed construction, all that.

22 Q. And your qualifications, tell the Judge about
23 what it takes to be qualified as a certified
24 residential appraiser.

25 A. Okay. There's three different levels of

1 appraisers. There's the licensed residential, and
2 they have more limits placed on them.

3 Certified residential is the middle section. We
4 have -- I'm not going to remember the hours of
5 education, but it's somewhere around 1200 hours of
6 education, plus we have to do 1200 hours of
7 apprenticeship. I did mine in Aiken and here.

8 My mother is a real estate appraiser as well, so
9 I trained under her, and then joined Sass Herrin as I
10 was finishing my apprenticeship.

11 Q. And when was that?

12 A. Two years ago.

13 Q. And you have received your certified
14 residential appraiser qualification?

15 A. Yes.

16 Q. And who is that through?

17 A. The Appraisal Institute and through the LLR,
18 the appraisers board.

19 Q. The Department of Labor Licensing Regulation?

20 A. Correct.

21 Q. So for the last two years, you've had that.
22 And is there another level of certification you could
23 obtain?

24 A. Yes. I'm working on certified general, which
25 means I can do anything.

1 Q. And that would be commercial, residential,
2 all of it?

3 A. Yes, sir.

4 Q. That's what you testified a little while ago?

5 A. Yes, sir.

6 Q. Have you ever testified in a court of law or
7 a court of equity about an appraisal you have
8 completed?

9 A. So this is my first time doing it on my own.
10 Burk is our -- tends to be our expert witness.

11 Q. And that would be Burk Herrin?

12 A. Burk Herrin who's been doing this for 30
13 years who I have been training under. He wanted us to
14 start doing court for him, so he started training us
15 about a year and a half ago. I've taken the classes.
16 There's extra classes you take. Doing all of that and
17 just watching him in court.

18 Q. So you could render an opinion, correct?

19 A. Yes, sir.

20 MR. O'KELLEY: And, Your Honor, at this time,
21 I would move Ms. Wyman in as an expert as to her
22 appraisal as to residential appraisals. She's stated
23 she's been qualified by the State and she's here to
24 testify as to her appraisal in this matter.

25 THE COURT: Mr. McGee, any questions?

1 MR. MCGEE: No objection.

2 THE COURT: All right. Congratulations.

3 Expert witness.

4 BY MR. O'KELLEY:

5 Q. So you've got a copy of your appraisal in
6 front of you, do you not?

7 A. Yes, sir.

8 Q. Tell the Court the genesis of this appraisal
9 and how you came to be hired, just the background.

10 A. So we received a phone call at the office
11 about an appraisal for litigation purposes and sent
12 out an appraisal order form.

13 Of course I was better organized when I first sat
14 down. Sorry about that.

15 Giving our timeframe, our fee, and what we would
16 need to complete the appraisal. This happened through
17 our main -- I think it came in through our main
18 website, but most attorneys just reach out to us to do
19 this.

20 When we hear litigation, we don't know exactly
21 and we don't ask exactly is it a divorce, is it this
22 or is it that, because all that matters to us is the
23 value.

24 So I sent back our appraisal order form. I was
25 engaged for the appraisal. I set up the inspection.

1 I went out -- this was in July of 2022. Went out, did
2 the inspection, completed the appraisal and submitted
3 it to your office.

4 Q. Well, Mr. Spell's office.

5 A. Mr. Spell's office.

6 Q. And so in front of you is the copy of the
7 appraisal date 7/6/22. Do you recognize that
8 document?

9 A. Yes.

10 Q. Is that a true and accurate copy of your
11 appraisal in this matter?

12 A. I have my copy.

13 Q. Yes, ma'am. I'll represent to you that your
14 copy is what we have handed the Court, and that's the
15 appraisal you did back in July of '22, correct?

16 A. Yes, sir.

17 Q. All right.

18 MR. O'KELLEY: And, Your Honor, at this time
19 I would like to move this appraisal report into
20 evidence as our Number 2.

21 MR. MCGEE: No objection, Judge, except for
22 the fact that this appraisal is from July of '22, and
23 I'll get into that in cross examination.

24 THE COURT: All right. In evidence.

25 (PLAINTIFF EXHIBIT NUMBER 2 WAS ADMITTED INTO

1 EVIDENCE.)

2 BY MR. O'KELLEY:

3 Q. And, Ms. Wyman, if you'll turn -- and His
4 Honor is familiar with this.

5 There's different approaches you can use to
6 determine value, correct?

7 A. Yes, sir.

8 Q. And tell the Judge which two values you used
9 in determining the value here and the way those work
10 under something that those of us who are in this
11 business call USPAP if you know what that term is.

12 A. So under USPAP --

13 Q. For the record, what is USPAP?

14 A. USPAP are the guidelines that set up what I
15 have to do by my licensing to professionally evaluate
16 the value of a property.

17 USPAP sets up multiple different areas where they
18 guide us through. It gets updated every two years.
19 We have to attend a course on it every two years. We
20 use it to answer questions as we go through the
21 process.

22 And the two values we tend to use on properties
23 are the market values, so it's what the stuff that is
24 selling that it is similar. What does it sell for?
25 And we look at that and we use that as a basis for

1 value.

2 But on property like this because there's so much
3 acreage, we also consider what's called the cost
4 approach. Because acreage is a different -- you know,
5 if you go into a neighborhood that has -- everyone has
6 a little tiny .25 acre lot, that doesn't impact value.

7 But if you go and look at acreage, which is what
8 this market is all about, the McClellanville area, no
9 one moves out there to live in a .25 acre lot. People
10 want acreage and land and ponds.

11 So I also use what's called the cost approach,
12 which I go in and look at the value of the acreage and
13 develop a value for that and then I look at the value
14 of the structure and the other improvements on the
15 property, and that's done through Marshall & Swift,
16 which is a nationally-recognized valuation manual, and
17 through discussions and interviews with local builders
18 because we do have time periods where the cost of
19 labor and materials and all of that fluctuates
20 greatly.

21 Y'all remember 2022, we were in the middle of
22 supply chain issues. So we were having some major
23 problems with building materials and access at that
24 time.

25 Q. And so you went both methods, what I call the

1 comp method --

2 A. Sales comparison.

3 Q. If I say comp, you'll understand what that
4 means.

5 A. Yes, sir.

6 Q. So you did comp and then you also did the
7 cost approach?

8 A. Yes, sir.

9 Q. And ultimately walk us through your report.
10 What did you determine? Tell us about the comps. And
11 you have on page 5 of 32 three different comps there.
12 And explain to the Court about that.

13 A. First of all, I want to point out a mistake
14 in the appraisal. It's on page 1 of 6 on the report
15 which is in the improvements. It says it's a
16 two-and-a-half story structure. It's a two-story
17 structure. I noticed that this morning. Our
18 proofreader should have picked up on that, and they
19 did not.

20 THE COURT: Point that out to me.

21 MR. O'KELLEY: There are two paginations.
22 Y'all's pages tend to be different. In the middle, it
23 says page 2 of 6 and then on the right it says page 5
24 of 32. In the center and then on the right-hand side,
25 there are two paginations.

1 WITNESS: So on page 4 of 32.

2 MR. O'KELLEY: And it's also above where it
3 says Sass Herrin and Associates.

4 WITNESS: Page 1 of 6.

5 THE COURT: Yes, ma'am.

6 WITNESS: And on it, it says -- if you come
7 down to the bottom section which is improvements, it
8 claims it's a -- it says one unit, and then two and a
9 half stories.

10 That auto completes on our computer for some
11 reason and our proofreaders are supposed to pick it
12 up.

13 So it's general description. Improvements
14 down the left-hand side.

15 MR. O'KELLEY: Under general description --

16 THE COURT: Left-hand column under
17 improvements. And under general description, units
18 boxes checked one. Number of stories is two and a
19 half.

20 WITNESS: And it should say two.

21 BY MR. O'KELLEY:

22 Q. Does that change your opinion of value in any
23 way?

24 A. Not at all. I was looking at it as a
25 two-story structure, and our proofreader missed it.

1 Q. Going to the next page, 2 of 6, explain to
2 the Court the comps you used and how those come into
3 play in figuring out the comp value of the property.

4 A. So what we do to select comparables is we
5 identify the market area of a property. So with this
6 one --

7 Q. You identify McClellanville, correct?

8 A. I look at McClellanville, and then I look at
9 properties based on a couple of different criteria.
10 The first thing we look at with this one is going to
11 be site size because the land is a pretty important
12 piece of this property.

13 And, again --

14 Q. And how many acres are we talking about?

15 A. We're talking about 45.96 acres. And so
16 people in this market tend to look for acreage as one
17 of the keys to the market. So that would be the first
18 thing.

19 Everything is different. I lived on Isle of
20 Palms. The first thing I'm going to look at when I am
21 looking at Isle of Palms is how close are you to the
22 beach. Are you on the beach or are you on the
23 waterway?

24 With this, the desire is acreage and/or water.
25 Those are your two driving features out there. This

1 property does not sit on water but does have a pond.

2 So I looked at large acreage tracts that were not
3 on big water there -- there's some streams and creeks
4 and all that run through -- in the 12 months previous
5 to the date prior to the date that I was to inspect
6 the property.

7 So I then look at house size. And that out there
8 is a wide, wide, wide range.

9 Q. And when you say "that out there," you're
10 talking about in McClellanville?

11 A. Yes. You just don't have the tract housing
12 that you have in other markets out there.

13 Q. And it's not like downtown Charleston where
14 single houses are so big and it's very uniform?

15 A. No. There are huge colassals; there are tiny
16 houses; there are manufactured homes.

17 So what you try to do is find the most similar.
18 And when you say similar, everybody automatically
19 assumes you're talking GLA or gross living area.

20 That's actually very small to an appraiser.
21 We're not big GLA people. That's a real estate agent.

22 We tend to look at bedrooms, bathrooms, finish,
23 age to a certain degree unless it's been greatly
24 updated or greatly neglected, and just kind of your
25 overall utility of the property.

1 So large tracts. Three bedrooms, two baths.
2 More than ten years old, which sometimes you can't
3 always do the age piece of it. And then kind of
4 similar stuff around it.

5 So I chose four comparables. And based on
6 narrowing things down, those were the best sales
7 around this property in that 12 months prior. We try
8 to stick in that 12 months.

9 Q. If you'll go to page 17 of 32 of your
10 appraisal, you have pictures. And it says comparable
11 1, 2, 3 and 4. Are those the pictures of the comps
12 you used?

13 A. Yes, sir. And two of them I believe are from
14 the multiple listing service. I'd have to go back
15 through my notes.

16 We always drive by to compare. But on large
17 tracts of land, you can't always see the house.

18 Q. And you have three in McClellanville and one
19 in Awendaw?

20 A. Yes, sir.

21 Q. And Awendaw is not that far?

22 A. It's not that far. Where this is is kind of
23 straddling the line between the two.

24 Q. Okay. And what, using your comp approach,
25 did you indicate the value was taking all things being

1 equal and using your analysis?

2 A. So with the comparable approach, we had a
3 range in value from 801,000 to 1.329.

4 And focusing on this, we came in at a value of
5 \$900,000.

6 Q. And you don't do something as silly as
7 average the two approaches.

8 Tell the Judge how you came up with the 900.

9 A. So we come up with the adjusted range and
10 then -- so we look at -- when we get these numbers
11 worked out, we use all our different adjustments that
12 we have developed through our process.

13 And then what we do is we take the range and we
14 look at the middle of the range. Then we take the
15 range and we look at the upper end of the range. We
16 take the range and we look at the lower end of the
17 range.

18 And then we take what's called our statistical
19 market analysis, which is our CMA, and we look at --

20 Q. And what's that?

21 A. That's our market analysis. So we pull that
22 when we do the report. And it's actually -- it
23 doesn't look like this in the report, but these are
24 the numbers that are included in the market analysis
25 report.

1 And we look at where it falls within the typical
2 range of the market. And then we identify features
3 that might make it lean towards the upper end, middle
4 end, or lower end of the range.

5 Q. And those features would be number of acres,
6 if it's on deep water, things of that nature?

7 A. Things of that nature and number of other
8 sales if I were to go try to buy this property today
9 if I'm looking at market analysis.

10 If I wanted to purchase this property today, what
11 else is out there that competes with us? Because
12 competition is the driver of the market.

13 Q. And you were asked to do this in June of last
14 year. What's your opinion as to where the market has
15 been going since that time?

16 A. I haven't looked specifically at large tracts
17 in McClellanville, but we have had a great leveling
18 off of our market.

19 Q. But we haven't had a downturn yet, have we?

20 A. We have not had the downturn that people
21 expect. There's a couple of things that we can
22 historically say about the market here in Charleston.

23 Q. Let me just stop you. Are you including
24 McClellanville and Awendaw as part of the Charleston
25 market?

1 A. Yes, we do. Basically Charleston,
2 Dorchester, Berkeley County, we lump it all together.

3 In 2008, we all know everything went sour. The
4 Charleston market was one of the slowest ones to
5 react. Our market didn't react until around 2011.
6 And specialty property did not react until late 2011.

7 So when you start seeing the decline in market,
8 you have a couple of things that drive whether or not
9 your market is on the front end of that or the back
10 end of that.

11 If you were to go out to builder tract
12 neighborhoods such as Nexton, Cane Bay, Charleston
13 National, all of these different -- you know, I do a
14 lot of work for DHI, D.R. Horton and Associates, so I
15 kind of look at those tract neighborhoods.

16 Those are the first ones to get picked, and
17 they're still pretty level in their prices. I
18 finished a DHI appraisal yesterday and it's right
19 where I would have been three months ago. It's still
20 pretty level.

21 If you notice on the -- when you're looking at
22 the sales, we look at --

23 Q. And tell Your Honor where you're pointing.

24 A. I am looking at page 5 of 31 or 2 of 6 if you
25 look above "Sass Herrin."

1 Q. Where you've got the comp?

2 A. Comps 1, 2 and 3. So we're always looking at
3 fee simple appraisals, but we're also always looking
4 at financing as something to consider.

5 Because for something -- certain markets,
6 everything is financed. If you buy a house in Nexton,
7 almost every house out there, someone has gone to the
8 bank.

9 When you buy property in McClellanville, not all
10 of it is financed. A lot of people pay cash in this
11 market and that makes it a later market to get hit by
12 downturns in the economy.

13 The typical cash buyer doesn't worry about 7
14 percent interest rates because 7 percent interest
15 rates don't impact you when you are doing cash.

16 Now, once the stock market starts tanking, that's
17 when the cash fire starts. We had a little concern
18 about that about two weeks ago, but as of right now,
19 the market has greatly leveled out. Supply is much
20 closer to equaling demand. We are seeing longer days
21 on market and all of that, but we have not seen a huge
22 dip in values. And I don't know --

23 Q. Would your opinion have changed about the
24 valuation? I know you weren't asked to update this
25 appraisal, but in your mind, is the 900,000 price

1 still a fair and accurate value for this property?

2 A. It's very hard to answer that question
3 because the length of time that has gone by between
4 the -- when I did this appraisal and today.

5 And I don't like to -- you know, appraisals are a
6 snapshot. That moment, that time. If this was for
7 lending, I would have to do a new appraisal because
8 we're outside of the time period where a lender would
9 still use them.

10 That being said, the market could simply
11 stabilize. We have not seen extensive dipping in the
12 market.

13 Q. So you wouldn't expect this property to have
14 declined in value in any way?

15 A. Not excessively.

16 Q. If I were to represent to you that there was
17 supposed to be a closing on this property a few months
18 later, if I told you that the bank appraisal came in
19 around 1.3 million in the upper value, would that
20 surprise you in any way?

21 A. No.

22 Q. Ms. Wyman, that's all I've got for you.
23 Thank you.

24 A. Can I add one thing?

25 Q. Absolutely.

1 A. So if a bank appraisal was done shortly after
2 this, you can see at the top of page 2 of 6, the only
3 other sale that was available, the only other thing I
4 could purchase instead of this property, was listed at
5 1.25 million.

6 So it does not surprise me at all in the market
7 that we were in in late summer of 2022, it does not
8 surprise me at all that it would come in significantly
9 higher.

10 Q. With similar interests, correct?

11 A. Yes, sir.

12 MR. O'KELLEY: Thank you.

13 MR. MCGEE: Judge, I'm hoping that that break
14 you referenced -- might be a good time. I just
15 received this, and I'm having a hard time reading it.

16 I'd like to have a minute if I can, less than
17 15, to review this if we want to take a break now only
18 because I have a heard time reading on my phone. I
19 would like to have some time to review this and
20 prepare cross examination particularly in light of the
21 date the agreement was made.

22 THE COURT: I tell you what, I'm going to ask
23 her some questions. I usually go last, but I'm going
24 to go ahead and ask my questions now.

25 You just hit on the first question I had. I

1 noted on that page 2 of 6 that there was one
2 comparable property currently on the market, 1.25.

3 Have you verified whether or not that has
4 sold? Have you gone back to look?

5 WITNESS: I haven't gone back because once we
6 turn them in, unless we're asked to do more work, we
7 just don't do it.

8 THE COURT: But your presumption would be it
9 must have sold and the bank would pick that up as a
10 more comparable sale?

11 WITNESS: Yes, sir. And when we use those
12 comparable sales, we talk to the agent for them. And
13 while they cannot release the -- they can't always
14 tell us exactly what it's under contract for, our
15 question is is it under contract for at least within
16 two percent of asking price or higher, and they
17 confirm that to us.

18 And typically they'll say within two percent,
19 which means we know it's right at or right below, or
20 they'll say "or higher" and we know it's a little bit
21 higher. And we confirmed on this one that it was
22 within two percent.

23 THE COURT: So you found that it was on the
24 market. And are you telling me that it was under
25 contract? Is that what they verified?

1 WITNESS: The one that was on the market at
2 that point in time was -- they were in negotiations to
3 put it under contract, the 1.25.

4 THE COURT: Okay. All right. I got you.
5 And then the closest comparable was apparently right
6 down the road, .25 miles away. And that had sold for
7 1.65 million?

8 WITNESS: Yes, sir. And that, I will say,
9 the house itself was newer and in better condition.
10 And we have some adjustments that we make for that.
11 And it's a little bit larger.

12 So we have multiple adjustments. If you look
13 down comparable number one, you see it's elevated
14 construction so you see a subtraction there. When
15 things are superior, you subtract.

16 The condition was a better interior
17 condition, so you see a subtraction there. It had an
18 extra half bathroom, so you see a subtraction there.
19 And then for the square footage, you see another
20 subtraction.

21 So that comps out from that 1.6 closing
22 price, that one comped out right at 1.329.

23 THE COURT: So reduced it by \$320,000?

24 WITNESS: Yes, sir.

25 THE COURT: And that would be -- a picture of

1 this comparable number 1 is on page 7, right?

2 WITNESS: Yes, sir.

3 THE COURT: The property you're appraising,
4 the photograph of the property is on page 1?

5 WITNESS: Yes, sir.

6 THE COURT: And then there was another
7 comparable to ask you about, and I believe it was
8 number 4, and that's on page 6 of 32, and photograph
9 of that house is on page I think 18.

10 WITNESS: Yes, sir. So, again, this one was
11 in -- in relatively rural settings, 2.3 miles is
12 pretty close.

13 It's on 40 acres, so we're talking very
14 similar tract of land. And just so you know, when it
15 comes to acreage, the zoning of this area is a one
16 house per ten acres roughly. So we really don't --
17 it's such a -- it's a strange thing. It's kind of
18 like GLA.

19 If you have 40 acres, you obviously fall into
20 one size umbrella. But that doesn't always mean 15
21 acres is worth -- or, you know, that it's a one-tenth,
22 one to four, because that's how many you can divide 40
23 into.

24 It doesn't always work out exactly that way
25 because there's other features to the property that

1 matter. It's not just acreage that matters, just like
2 it's not just square footage that matters.

3 So this one, I really liked this comp because
4 it's right at 40 acres. Which the five-acre
5 difference, that's going to get out in the wash. If
6 it were a 25-acre difference, that's a bigger deal.

7 But a comp that has roughly -- I would
8 consider 45.96 and 40 the same amount of land just
9 because of utility wise, it's the same amount of land.

10 Superior house in terms of it's on piers, and
11 it has the plank siding, so you see a deduction for
12 that. You see another deduction for better condition.

13 We don't typically make age adjustments in
14 this market because we look at condition instead.
15 This one did have an additional bathroom and the
16 square footage adjustments, additional half bath.

17 THE COURT: Okay. It says 2.2. Is that --

18 WITNESS: That's two half baths.

19 THE COURT: Two beds, two baths, and two half
20 baths.

21 WITNESS: It's got a Jack and Jill bath that
22 has two toilets with it. So we count every toilet as
23 half bath. If there's a shower or tub involved, it's
24 a full bath.

25 THE COURT: From a purchase price of 958, you

1 reduced it down 67,00 and came up with 891. And
2 that's probably the closest to your figure?

3 WITNESS: That was my, quote, unquote,
4 favorite comp.

5 THE COURT: Okay. And, again, it's not as
6 close, but it's fairly comparable both in -- I think
7 it was in size. Yeah. Acreage as well as living
8 space.

9 WITNESS: Uh-huh. And an older property as
10 well. It's 21 years old. The subject is 31 years old
11 at the time. So those are all the kind of little
12 pieces we look at.

13 THE COURT: Okay. Very good. Access, is
14 that calculated as part of your appraisal?

15 WITNESS: So when we -- I'm assuming you're
16 talking about the easements here. When we look at
17 properties such as this, there is an easement shown on
18 the plat, which should be in here.

19 THE COURT: Page 23 of 32.

20 WITNESS: So what you have with that -- and I
21 always do this on my iPad because I can see it better.

22 I just pulled the tax map up, which there's a
23 tax map aerial photo included. But with my vision, I
24 like to look at it where I can make it bigger.

25 So you have what is a dirt road. You

1 actually have two different dirt drives that gets you
2 to this property. They both front on Highway 45.

3 And based on pulling back there both ways,
4 because I met the guy who owns the other side and I
5 believe he was out there the day I went -- I believe
6 that's right.

7 There was a nice man out there the day I went
8 out there to inspect it who warned me about the dogs.
9 I love dogs, so it all worked out.

10 But I went back to it both ways. Because
11 when you have property that doesn't front on a public
12 road, you want to make sure that you can get to it in
13 a way that is established.

14 And as you well know, because y'all discussed
15 this already, when you do easement work, there are
16 other houses that are accessed off of that easement.
17 There's other properties you go past.

18 And so when we look at it, we do not always
19 automatically check because the easement was easy for
20 us to access.

21 The only time we dig into is this an easement
22 issue is if we have to ask permission to get back to
23 somebody's property.

24 THE COURT: You had no difficulty getting to
25 the property?

1 WITNESS: No.

2 THE COURT: It looked like there were two
3 roads if memory serves me right. There was Audrey
4 Lane and Bootsie Lane.

5 WITNESS: Yes, sir. I believe the one that
6 is a little narrower, there's some pilings at the
7 front of the property.

8 And the guy was cutting his grass at the
9 other side, and we talked about this, and I said can I
10 drive down your drive? And he said, oh, yeah, people
11 drive down my drive. Or road. It wasn't his
12 driveway.

13 THE COURT: And clearly the plat -- this plat
14 is from 1970 it looks like.

15 WITNESS: And we reference in the appraisal
16 that we use what's available through public record.

17 THE COURT: Shows the road going across this
18 property as well.

19 WITNESS: Yes. And from that, we see no
20 easements or encroachments that are -- that would
21 overly impact value.

22 THE COURT: Okay. And surrounded on two
23 sides by the Francis Marion Forest.

24 WITNESS: Yes, sir. Which, again, is part of
25 why people like to be in McClellanville.

1 THE COURT: Did you actually get into the
2 house?

3 WITNESS: Yes. I accessed all of the
4 property except for one bedroom because there was an
5 aggressive dog in that bedroom. The other dogs were
6 super sweet.

7 So there's interior pictures. And the note
8 on condition on page -- might be next. If you look
9 under improvements on page 1 of 6 or on page 4 of 32
10 at the bottom underneath where the mistake is about
11 the number of stories, you'll see: Describe the
12 condition. Description of fair condition. Typical
13 properties have been well maintained are in average or
14 good condition. Properties that have deferred
15 maintenance and have beyond normal wear and tear are
16 fair condition. This property has deferred
17 maintenance and has several large dogs to increase the
18 wear and tear on the property.

19 That was taken into consideration when
20 looking at the comparables. And, again, I could not
21 access one of the bedrooms because of the dog that was
22 in there. And there was a question -- and we are not
23 code inspectors. We just note things when we see
24 them.

25 There's a spiral staircase between the bottom

1 level and the top level, and I'm not sure it meets
2 code. But there was a part of it where it didn't feel
3 like it had the right head clearance, so I mentioned
4 it in the report.

5 THE COURT: Okay. And then on these
6 photographs, I'm looking at 13 and 32, that dirt road
7 at the bottom of the page --

8 WITNESS: That's the driveway coming in.

9 THE COURT: That's how you accessed it?

10 WITNESS: Yes, sir.

11 THE COURT: And is that that Bootsie Lane or
12 is that the alternative access; do you know?

13 WITNESS: I do not remember.

14 THE COURT: Okay. All right.

15 WITNESS: I do know that those are the
16 pilings I was talking about on the left-hand side of
17 that picture. The guy was over there on his tractor.

18 THE COURT: Okay.

19 WITNESS: I just remember there was a goat
20 who tried to keep me there.

21 THE COURT: A goat?

22 WITNESS: A goat stood in the driveway in
23 front of me car. It was cute.

24 THE COURT: Met the goat?

25 WITNESS: Met the goat and the dog. It was a

1 true day in McClellanville.

2 And you do also see those interior pictures
3 of the house from my inspection.

4 THE COURT: Thank you very much. That's all
5 the questions I have.

6 Mr. McGee, are you prepared to ask a few?

7 MR. MCGEE: I can ask a few, Judge.

8 CROSS EXAMINATION

9 BY MR. MCGEE:

10 Q. Ma'am, for how long is an appraisal valid?

11 A. The day you make it basically. But a bank
12 will let you typically use one that -- it's really --
13 it's an opinion of value on the date of the inspection
14 is what it is.

15 Now, if I did an appraisal for -- and I always
16 use lending underwriting as my benchmark because
17 that's where the most -- kind of the tightest
18 oversight is.

19 A lender -- if I had done an appraisal a month
20 ago, a lender would probably still take it. If I had
21 done an appraisal six months ago, a lender is going to
22 make me update the appraisal.

23 Now, I don't have to do a whole new appraisal at
24 that point. I just have to do a market analysis and a
25 test to whether or not the market has shifted.

1 And then after a year, no one is going to take
2 that appraisal anymore. We're going to re-do it.

3 Q. A lender will take it for 60 to 90 days
4 typically?

5 A. Typically. And, again, it kind of depends on
6 what's going on in the market. Two weeks ago when the
7 bank crashed, anything that was over 30 days old, our
8 lenders were asking us to do -- and they don't --
9 again, it's a market update. It's what we do. We re
10 certify the value and we say whether or not the market
11 has increased or decreased since the day.

12 Q. And you have not done any market analysis on
13 this property?

14 A. No, sir. I have just pulled my file,
15 reviewed it to come in here and answer questions
16 today.

17 Q. So you cannot tell this Court what the value
18 of this property is today?

19 A. No, sir.

20 MR. MCGEE: I have no further questions.

21 REDIRECT EXAMINATION

22 BY MR. O'KELLEY:

23 Q. Briefly, can you separate the value of the
24 improvements on this property from the land in terms
25 of value?

1 A. So if you go to the cost approach, which is
2 on page -- you might have it before me. Let's see.
3 Okay. It's page -- if you look, page 3 of 6 or page 7
4 of 31.

5 We came up with an opinion of site value at
6 \$375,000. At the time, the opinion of the structural
7 value, where it was when I inspected it, was \$476,000
8 minus 74,894 in depreciation.

9 So that gives a depreciated value of improvements
10 of \$411,000. Then we have about \$25,000 in site
11 improvements. That includes septic, well, the
12 buildings and whatnot.

13 Q. And that 411 would be for property that's in
14 fair condition?

15 A. That's in fair condition. And at that time,
16 because if you remember, building materials at that
17 time were pretty expensive.

18 Q. And slow to get, correct?

19 A. Slow to get, couldn't get, couldn't get
20 contractors to call you back. Everybody was
21 incredibly busy.

22 We have seen -- there's still some hiccups in our
23 building materials, but lumber costs have come down.
24 Our framing has come down. So it might even be down
25 anywhere between 175 to 200 per square foot to build

1 it now. Because, remember, when you look at this,
2 this is a replacement cost new. Not --

3 Q. Not as is?

4 A. Not as is.

5 Q. And so one other question I have for you:
6 How do you define fair market value?

7 A. Fair market value is the most probable price
8 that any subject property would go for on an open
9 market where all buyers are typically motivated.

10 About ten years ago, they changed it. It used to
11 be the highest price, and they put it to the most
12 probable price about ten years ago.

13 Q. And if someone were to agree to buy a half
14 interest in this property for \$650,000, that tracks
15 with your appraisal, does it not?

16 A. Yes.

17 MR. O'KELLEY: Thank you, ma'am. That's all
18 I have.

19 RE CROSS EXAMINATION

20 BY MR. MCGEE:

21 Q. Ma'am, you did not itemize any value
22 increases specifically for a working septic system?

23 A. No. You need it to have a house.

24 Q. Okay. Did you value any of the interior
25 conditions and itemize the increase in value based on

1 the interior conditions?

2 A. Like other than the quality -- I mean the
3 condition of fair?

4 Q. You did not itemize the increase in value
5 based on the condition of any specific room?

6 A. No.

7 Q. Did you itemize the increase in value based
8 on how recently a bathroom had been redone?

9 A. That falls under my kind of general
10 condition, and when I look at my comparables, if they
11 have had upgrades.

12 And if you look at the comparables, you see -- so
13 we don't itemize like that. We don't go specifically
14 dig in, you know, this kitchen counter is worth this
15 much.

16 Because we're looking at overall market appeal.
17 So do the finishes meet expectations? If I had bought
18 that house, I would have wanted to paint, get my
19 floors redone, couple of things like that.

20 I believe the bathrooms to the best of my memory
21 had tile floors, which is what we want in this market.
22 One of them had a shower that I personally would have
23 redone, but it would have been acceptable within the
24 market. So I don't itemize it that way. I look under
25 the umbrella.

1 Q. That's my question. Nothing specific as to
2 the finishes inside or any of the improvements made
3 therein?

4 A. No. I just compare them to the improvements
5 in all of the other properties. So we make sure we
6 use comparables where we can see pictures of bathrooms
7 and kitchens and things like that.

8 If we can't see them, we try to call the realtors
9 and talk to them about it.

10 MR. MCGEE: No further questions, Judge.

11 THE COURT: So from the cost approach that
12 you used, the site value of 375 and then site
13 improvements, explain to me what that is.

14 WITNESS: That would be the fact you have
15 septic and a well, that there was the pond right out
16 there behind the house.

17 I didn't count the trampoline to jump into
18 the pond, even though that looked like it would be
19 kind of a fun thing.

20 There were multiple outbuildings that I
21 didn't go into. It's a time of year thing. I'm less
22 likely to do that when there might be snakes.

23 Out there, having those buildings, you know,
24 I'm not comparing it to anything that has like
25 super-finished entertainment spaces. I make sure I

1 look at the buildings and do all that. Those are your
2 site improvements.

3 You have to have water, electricity, and some
4 type of septic or sewer to be considered a residential
5 property.

6 THE COURT: And then the improvements
7 themselves, you calculated at 225 a foot. You think
8 your opinion is that's probably gone down with age?

9 WITNESS: That's probably gone down a little
10 bit today, not too much because it's still expensive
11 to build around here.

12 And out there, buildings, you know, you run
13 into different issues of how far out it is. Theft is
14 still a huge issue on people's construction sites, so
15 they're running into where they're storing a lot of
16 materials. A lot of builders are driving everything
17 in almost every day. So the distance on that makes it
18 a little . . .

19 THE COURT: Okay. All right. But just when
20 I look at the -- generally, the numbers, site
21 improvements, it's almost 50/50.

22 WITNESS: Which in a lot of markets isn't
23 normal but because the land is such a big piece of
24 this that -- you know, again, you're buying out there,
25 that land specifically, to have a huge tract of land

1 in the country backing up to, you know, area that
2 won't be developed because you don't want to see your
3 neighbors basically.

4 THE COURT: Got you. And just as you don't
5 have an opinion as to value today, you wouldn't have
6 an opinion as to value at the time this action was
7 commenced, which was a year before your appraisal,
8 June of '21?

9 WITNESS: No.

10 THE COURT: Okay. Any follow-up, gentlemen?

11 MR. O'KELLEY: No, sir. Ms. Wyman is under
12 subpoena from which she is released.

13 THE COURT: All right. Very good. Thank
14 you.

15 You want to take a short break? Let's take
16 five minutes and come right back.

17 (Recess from 11:07 to 11:18 a.m.)

18 THE COURT: Mr. O'Kelley?

19 MR. O'KELLEY: We call Jason Harn.

20 JASON HARN, having been duly sworn to tell
21 the truth, the whole truth, and nothing but the truth,
22 was examined and testified as follows

23 THE COURT: Please have a seat. And if you
24 would, give us your full name and address for the
25 record.

1 WITNESS: Jason Harn, 416 Beulah Drive,
2 McClellanville, South Carolina.

3 DIRECT EXAMINATION

4 BY MR. O'KELLEY:

5 Q. Mr. Harn, I want to show you what's been
6 marked as Exhibit 1. Tell the judge what that
7 document is if you know.

8 A. Deed of distribution.

9 Q. And it's a deed of distribution from whose
10 estate to whom?

11 A. My father's to my sister and I.

12 Q. And what was your dad's name?

13 A. Loy Harn.

14 Q. And your dad -- and Loy Harn Jewelers; is
15 that a family business?

16 A. Yes, Your Honor.

17 Q. Well, I'm not Your Honor.

18 A. I mean yes. Sorry. Yes, sir.

19 Q. And so tell the judge if you can please what
20 you remember about your dad's acquisition of these
21 properties that are listed in this deed, who Mary
22 Ellis Harn is or was and how you and your sister came
23 to own this property.

24 That's a lot of questions, just basically the
25 history of the property.

1 A. Mary Ellis Harn was my father's mother. She
2 was the personal representative. And when he passed,
3 my sister and I inherited the property.

4 Q. Pursuant to your dad's will, correct?

5 A. Correct.

6 Q. And from 2003 to the present, y'all have
7 owned the property together, correct?

8 A. Correct.

9 Q. And if you could, please, tell Your Honor
10 about the history of the property and the use and
11 who's lived where, what, when, and how.

12 A. Okay. The property --

13 Q. And I mean from 2003 forward. Not from Adam
14 and Eve to the present but from the time you and your
15 sister got title to it.

16 A. 2003, the house was vacant. And I lived at
17 1526 Diamond Boulevard.

18 Q. And where was that?

19 A. In Mt. Pleasant.

20 Q. Right.

21 A. And so the property was owned by my sister
22 and I, and it was kind of vacant and wasn't really
23 taken care of, and we both used it for recreational
24 purposes.

25 Q. And what recreational purposes did y'all use

1 it?

2 A. Dirt biking, hunting, peaceful weekends.

3 Q. Is that a use that your father and you and
4 your sister, your family, used the property for in the
5 past?

6 A. Correct. This was where my father was going
7 to retire in a few years, but he passed.

8 Q. And I want to show you -- I've got several
9 documents to show you, Mr. Harn.

10 (PLAINTIFF EXHIBIT NUMBER 3 WAS ADMITTED INTO
11 EVIDENCE.)

12 Q. What is that document, if you recognize it?

13 A. This is a survey of the property.

14 Q. And I'm going to show you what's been marked
15 as Number 4.

16 (PLAINTIFF EXHIBIT NUMBER 4 WAS ADMITTED INTO
17 EVIDENCE.)

18 A. Exhibit 4 is another proposed subdivision of
19 the property.

20 Q. Mr. McGee and I were having a sidebar
21 conversation. Did you identify Number 4?

22 A. Yes.

23 Q. And that's another survey. And did you
24 explain to Judge the two tracts it's showing?

25 A. Your Honor, the bigger square is one tract,

1 and then the other L shaped parcel is another tract,
2 and they're both 23 acres.

3 Q. And were those tracts going to be potentially
4 divided up between you and your siblings?

5 A. Yes.

6 Q. I'm going to show you the next two documents,
7 which I will mark 5 and 6.

8 (PLAINTIFF EXHIBIT NUMBERS 5 AND 6 WERE
9 ADMITTED INTO EVIDENCE.)

10 Q. I think they are just pictures and copies of
11 the prior two exhibits; is that correct?

12 A. That's correct.

13 Q. And those documents, at one point, you and
14 your sister were agreeing to kind of divide the
15 property and you were going to buy her out, correct,
16 or buy a portion of the property from her?

17 A. She was going to buy the improvements to the
18 house or my half of the house and the barn.

19 Q. And that ended up not happening, correct?

20 A. Correct. And that's when we surrendered the
21 house. That's when we gave them -- we didn't go on
22 this part of the land, and we gave them full access to
23 the house.

24 Q. When was that, Mr. Harn?

25 A. That was like three years ago.

1 Q. Okay. Prior to the filing of this lawsuit,
2 correct?

3 A. Correct. It was --

4 Q. Or around the time?

5 A. Around the time, uh-huh.

6 Q. Is that a yes?

7 A. Yes.

8 Q. Okay. And just very slowly, walk through --
9 you've heard some questions and statements about
10 access to the property. Explain to the Court if you
11 can about how you access this property.

12 A. Okay. There are -- Your Honor, there are two
13 easements. One is a private right of way, and it was
14 a from Victor Lincoln. And it's on the original deed
15 of the right of way of the property, and it's a
16 25-foot wide right of way to -- from 45 all the way to
17 1506 to the parcel.

18 And then about a hundred yards in, there's a
19 second overlapping right of way that's 50 feet. 25
20 feet from the left and right of the road, and that one
21 has some rules that come with it. You're not supposed
22 to cut the timber and there's no obstructions and it's
23 non private so anyone could use it.

24 Q. And show His Honor of the documents in front
25 of you, which ones shows the access. I think you can

1 see it on 5 and 6, correct?

2 A. Yes. They both have the secondary easement.

3 Q. And just hold it up and point --

4 A. This is the International Paper easement
5 here.

6 Q. Okay.

7 A. And it doesn't go all the way to 45.

8 Q. You're pointing to Exhibit 6 in the middle of
9 the page, correct?

10 A. Correct.

11 Q. And to your knowledge, has there ever been
12 any problem with access to the property?

13 A. No.

14 Q. And you testified there were some
15 restrictions on one of the other accesses. Is there
16 some covenants or a homeowners association? Explain
17 it to His Honor.

18 A. On the one that was deeded from International
19 Paper, there's quite a few restrictions. You cannot
20 obstruct. You cannot cut down timber for sale. You
21 can't park there.

22 It's just go through and come out. But it's
23 overlapping the private right of way.

24 Q. Going all the way back out to 45, correct?

25 A. Correct. Yeah, this one does not go to 45.

1 Q. And are you aware -- did Parker Land
2 Surveying do these boundary surveys for you?

3 A. That's correct.

4 Q. And I'm going to show you what will be marked
5 as Exhibit 7.

6 (PLAINTIFF EXHIBIT NUMBER 7 WAS ADMITTED INTO
7 EVIDENCE.)

8 THE COURT: Mr. Harn, I wasn't quite clear.
9 Is the 25 foot right of way contained within the 50
10 foot right of way or are they two separate?

11 WITNESS: That's correct, Your Honor.

12 THE COURT: So the 25 is within the 50?

13 WITNESS: Yes, sir.

14 THE COURT: And 50 foot was created by
15 International Paper?

16 WITNESS: That's correct.

17 THE COURT: But does or does not go all the
18 way to 45?

19 WITNESS: Does not. It's about 100 yards
20 from 45.

21 THE COURT: Okay.

22 WITNESS: So that's where we would put a gate
23 because it was private from 45 to the non private
24 right of way.

25 THE COURT: Okay. So it's private from 45 to

1 the gate and then it's 50 foot back behind there?

2 Okay. All right.

3 WITNESS: Yes, Your Honor.

4 BY MR. O'KELLEY:

5 Q. I want to show you Exhibit 7. That is an
6 invoice from Parker Land Surveying. Do you recall
7 paying that invoice?

8 A. I do.

9 Q. And what's the date of that?

10 A. 11/17/21.

11 MR. O'KELLEY: All right. Your Honor, I've
12 got some more questions about these exhibits for
13 Mr. Harn, but at this time, I'd like to move Exhibits
14 3, 4, 5, 6 and 7 into evidence.

15 THE COURT: Any objection there?

16 MR. MCGEE: No objection, Judge.

17 THE COURT: All right.

18 BY MR. O'KELLEY:

19 Q. And, again, Mr. Harn neither you nor your
20 sister or anyone in your family has ever had a problem
21 getting to this property, correct?

22 A. No.

23 Q. Explain to the judge the two ways you can
24 access it. Explain -- because the judge asked
25 questions about Bootsie Lane and the IP access.

1 Explain that to the judge.

2 A. Okay. Well, the first right of way that goes
3 from 45 to the property was Victor Lincoln. It's in
4 the original deed.

5 And then the other one was International Paper
6 because it was in International Paper land before.

7 And then Bootsie Way is part of a neighborhood
8 called Landry Farms maybe. It's Oyster Point now.
9 But that is part of an HOA, and it does have a blue
10 sign that says the president of the HOA claims that it
11 is a private road.

12 Q. But people could go up and down it, correct?

13 A. You can, yes.

14 Q. And, Mr. Harn, since you and your sister kind
15 of had let's say a bit of a falling out, have you
16 still been able to use this property?

17 A. I have not.

18 Q. How did you formerly use the property? You
19 said for recreation. Explain to the judge what you
20 used to use the property for.

21 A. Well, we used to go there on the weekends,
22 enjoy the home. We would have the kids there to play.
23 And now everything is just like a dump site now.

24 Q. And did y'all use the property for hunting or
25 fishing?

1 A. Hunting and fishing.

2 Q. Gun ranges? Tell the judge about that.

3 A. Yes, we held a CWP class there.

4 Q. What is that?

5 A. Concealed weapons permit class at the
6 shooting range.

7 Q. The shooting range is where? On the
8 property?

9 A. Behind the pictures, yes.

10 Q. And how long has that been there, sir?

11 A. For as long as I can remember. It's always
12 been there.

13 Q. And when was the last time you were able to
14 go out and use the shooting range or use the property
15 in any way? Prior to this lawsuit?

16 A. I have been out there, yes.

17 Q. And --

18 A. After this lawsuit.

19 Q. After the lawsuit. And you still own half an
20 interest in the dirt, correct?

21 A. Correct.

22 Q. And you own half an interest in the house,
23 correct?

24 A. Correct.

25 Q. And tell the judge what you think of the

1 condition of the house.

2 A. The house is very poor. It's completely run
3 down. I wouldn't consider it livable.

4 Q. And have you and your wife attempted to make
5 any repairs to the property?

6 A. We have.

7 Q. And tell the judge about that.

8 A. With the mediation agreement, we were not
9 told that they were not going to comply. We had a
10 closing date. And so for insurance, we needed to buy
11 a new roof and so we purchased half down.

12 And we needed to purchase insurance, so we had
13 insurance on hold. And we attempted to replace the
14 roof, but Jami Reavis blocked the roofers from putting
15 on the roof.

16 Q. And Mr. Reavis is your brother-in-law?

17 A. That's correct.

18 Q. And you have heard testimony that he owns
19 property nearby. Where is his property in relation to
20 this?

21 A. His property, the right of ways run directly
22 through his properties -- property.

23 Q. And has he ever tried to block from you
24 getting to the property over that easement?

25 A. He has never actually blocked me, but he has

1 put obstacles. He's cut trees down. He's violated
2 the restriction.

3 Q. Restrictions originally that were put on
4 there by International Paper?

5 A. Correct.

6 Q. All right. I'm going to show you some
7 pictures, sir.

8 MR. O'KELLEY: And, Your Honor, we may need
9 to make copies of these, too. Three sets of pictures.
10 Let's do these as 8, 9, and 10.

11 (PLAINTIFF EXHIBIT NUMBERS 8, 9, 10 WERE
12 ADMITTED INTO EVIDENCE.)

13 BY MR. O'KELLEY:

14 Q. Mr. Harn, tell the judge what we're looking
15 at in Exhibit Number 8. It's a picture -- looks like
16 a water stain.

17 A. Number 8 is a leak, an old leak, from the AC.
18 And I believe the rest is because of the roof.

19 Q. And to your knowledge, have those leaks been
20 fixed?

21 A. I do not believe so.

22 Q. And did you attempt to -- again, you
23 testified y'all attempted to have a roofer go out
24 there and fix the problem; is that correct?

25 A. That's correct.

1 Q. And you own half of that problem, do you not,
2 Mr. Harn?

3 A. That's correct.

4 Q. And, again, to your knowledge, that hasn't
5 been fixed to this day?

6 A. That's correct.

7 Q. And did you take that picture when you went
8 to look at the property?

9 A. Yes.

10 Q. And tell His Honor what's on the back of
11 that.

12 A. The back of it is the roof hanging off the
13 house from the storm that we had last year.

14 Q. Would that be Hurricane Ian?

15 A. Yes, I believe so.

16 Q. And when you say it's hanging off, show the
17 judge where it's hanging and what's going on.

18 A. The tin roof pulled up here and all rusted
19 here and so this was hanging off. This was hanging
20 off for a few months.

21 Q. And, again, that has not been fixed to your
22 knowledge, correct?

23 A. I think it's been patched.

24 Q. Patched. But in terms of having a roofer
25 come in and actually make the repair, you were trying

1 to have that done and it wasn't done, right?

2 A. Correct.

3 THE COURT: When would these photographs have
4 been taken?

5 WITNESS: This was taken --

6 BY MR. O'KELLEY:

7 Q. Last fall, correct? After Hurricane Ian.

8 A. Right. But this one inside the house was
9 earlier.

10 WITNESS: Well, maybe -- Keenan, did you take
11 this one?

12 Q. She's not on the stand. You have to say.
13 But your testimony was that you remember taking those
14 pictures back when you went into the house sometime
15 last fall?

16 A. Yeah, and this was before.

17 Q. The first picture was before the fall?

18 A. Yes. Sorry.

19 MR. O'KELLEY: Your Honor, I'd like to move
20 Exhibit 8 into evidence, which is the two pictures we
21 just discussed.

22 THE COURT: 8 and 9?

23 MR. O'KELLEY: Just 8.

24 MR. MCGEE: No objection.

25 BY MR. O'KELLEY:

1 Q. If you will, walk His Honor through Exhibit
2 9. There are a lot of pictures there. In fact, I
3 think we just identified Number 9 is the same as the
4 second picture in Exhibit 8.

5 A. That's correct.

6 Q. And tell the judge what we're looking at.

7 MR. MCGEE: It would be helpful if I had a
8 copy of the picture.

9 THE COURT: Hand that to him.

10 A. Okay. Your Honor, the second picture on
11 Exhibit 9 is a cooler. That's Jami Reavis throughout.

12 You know, if you leave a cooler with stuff in it,
13 it gets rotten. So Jami Reavis has thrown out
14 multiple coolers around the property just to get rid
15 of it besides taking it to the dump.

16 The next picture, you can see the tin hanging off
17 the house and trash. The next picture is construction
18 dumping.

19 Q. Construction dumping from what kind of
20 business, sir, if you know?

21 A. From Jami Reavis's Charleston landscaping
22 company. Dumping anywhere on the property that's
23 convenient for him.

24 The pavement blocks here are more of Jami Reavis
25 dumping his construction instead of paying to get it

1 removed, and that is on the right of way. That's one
2 of the violations against the right of way that was
3 given by International Paper.

4 Second with wood is he's just -- he runs out of
5 area to dump stuff, so they're piling up in the woods.

6 This one I believe Jami Reavis goes to
7 construction sites and takes whatever is left over and
8 just piles it up wherever there's room left over.

9 That's one of his work trailers. This is all
10 his. And this is part of my sister and I's land.

11 THE COURT: Do you know what that in the
12 foreground there to the left, what is that, do you
13 know?

14 WITNESS: This is a water tank.

15 THE COURT: Okay. All right.

16 WITNESS: And this is another violation of
17 the easement. You can see how the road is here. It's
18 supposed to be clear 25 to the left and to the right
19 of the easement, and this is not part of the private
20 easement.

21 THE COURT: That looks like a trailer on the
22 side of the road.

23 WITNESS: Trailer on the side of the road
24 filled with garbage. Basically just using the farm
25 for a dump site.

1 BY MR. O'KELLEY:

2 Q. And the farm, what's the farm? The property
3 we're here about?

4 A. Yes, Your Honor.

5 Q. Thank you for calling me Your Honor but --

6 A. Yes. Sorry. I'm nervous.

7 Q. It's all right.

8 A. And these are just duplicate pictures.

9 Q. And do those fairly and accurately represent
10 the state of the property as you found it over the
11 last couple of years?

12 A. That's correct.

13 Q. At this time, we would move Exhibit 9 into
14 evidence as well.

15 MR. MCGEE: No objection.

16 THE COURT: All right.

17 BY MR. O'KELLEY:

18 Q. And then tell His Honor what we're looking at
19 in Exhibit 10.

20 A. Your Honor, this is a picture of Jami Reavis
21 on the side of the International Paper easement
22 cutting wood and selling timber, selling firewood, off
23 of the easement, off the ingress/egress.

24 MR. MCGEE: Judge, I'd make an objection. If
25 I understand this correctly, all of these -- it's a

1 relevant objection. All of these relate to Jami
2 Reavis's activities on the 17 acres he owns.

3 That relates to I guess an alleged violation
4 of an easement, but certainly not -- there's no -- has
5 no bearing on a nuisance allegation as to the subject
6 property or property rights of Mr. Harn or the
7 plaintiff and certainly has nothing to do with the
8 partition action.

9 MR. O'KELLEY: Your Honor, they show the
10 condition of the property and the fact that the
11 property is not being used in the way Mr. Harn would
12 like it to be used, interfering with his enjoyment of
13 using the property.

14 Somebody is using the property as a dump,
15 that's definitely affecting his ability to use the
16 property quietly.

17 And he's supposed to have access to the
18 property, but we're going to get to those issues in
19 just a minute.

20 THE COURT: I do need him to distinguish when
21 he's in the roadway getting to the property versus
22 when he's on the --

23 MR. O'KELLEY: Absolutely.
24 BY MR. O'KELLEY:

25 Q. Will you explain to His Honor, that picture

1 we just went over, Number 10, is that on the easement
2 or on the property?

3 A. This is on the easement.

4 Q. And the easement is not supposed to be
5 restricted, no cutting, no dumping, nothing like that?

6 A. Correct.

7 Q. Okay. Keep going with the pictures. Tell
8 His Honor about what we're looking at.

9 A. This is Jami's truck blocking the easement.

10 Q. And the easement is supposed to be open,
11 unfettered access, correct?

12 A. Correct.

13 Q. Okay.

14 A. Now, Your Honor, this picture is part of our
15 property. My sister --

16 Q. And this picture is 3 or 4?

17 THE COURT: This is picture 4. Oak tree and
18 fences.

19 BY MR. O'KELLEY:

20 Q. Tell His Honor what you're looking at.

21 A. Behind there is more construction.

22 Q. Behind the oak tree?

23 A. Behind the oak tree is more construction
24 supplies, debris.

25 Your Honor, this picture is more construction

1 debris, and this is Bootsie Way here, and then this is
2 on our property.

3 Q. Which picture is that? It shows debris and a
4 fence, correct?

5 A. Yeah, and there's Bootsie Way right there.

6 Q. Where are you pointing to? Top middle third?

7 A. That's Bootsie Way.

8 THE COURT: And there's something blue, like
9 a trailer or something?

10 WITNESS: Yes, Your Honor. That's their
11 container.

12 THE COURT: And there's stuff lined up
13 against it? Construction material?

14 WITNESS: Yes, Your Honor.

15 This picture with the power pole just shows
16 that there is -- when you pull into the property to
17 the left, there is a power supply, well, and septic.
18 Where there's trash thrown -- and this is part of our
19 property.

20 This shows the well on our property, on subject
21 property, with the pipe going out of the ground.

22 THE COURT: Okay. Pipe in the foreground?

23 WITNESS: Yes, Your Honor.

24 THE COURT: All kinds of stuff in the
25 background. What is that structure to the left?

1 WITNESS: That's the building that they moved
2 on to the property when they sold their house in Snee
3 Farm.

4 THE COURT: Okay. Trailer in the background?

5 WITNESS: And so that trailer is on Jami's
6 property. The property line cuts right through here,
7 Your Honor.

8 BY MR. O'KELLEY:

9 Q. Okay. And that property that you said is
10 Jami's property, that's acreage that abuts this
11 property, correct?

12 A. That's correct. Same picture. You can see
13 the construction debris and material that he gathers
14 from construction sites.

15 These vehicles are his construction vehicles
16 parked on the property blocking a trail through the
17 woods on subject property.

18 And if you can see, you can almost see the trail
19 where he's parked an old barbecue. He's got pallets.
20 He's got lumber and just trash.

21 You see the front of his vehicle. That is
22 subject property. This is concrete from a jobsite,
23 and this is on subject property.

24 This is more trash on subject property. It's
25 just littered, the whole place.

1 THE COURT: Some sort of pin there to the
2 right?

3 WITNESS: Yes, Your Honor.

4 THE COURT: Is that for horses?

5 WITNESS: We used to have horses, Your Honor.

6 THE COURT: Okay. All right.

7 WITNESS: And this picture, you can see this
8 is the shed that they moved from their house in Snee
9 Farm when they sold, and this is another construction
10 debris pile.

11 THE COURT: Okay.

12 WITNESS: Metal and everything, brick, nails.

13 And then this picture here, you can see
14 they've got two RVs parked blocking the road. There's
15 another shed and there's a gate behind it, but they
16 blocked that and then there's more -- I believe these
17 vehicles are owned by his employees. So they come to
18 the property and park their vehicles on subject
19 property.

20 THE COURT: Are those goats in the
21 foreground?

22 WITNESS: Yes, Your Honor.

23 THE COURT: Okay.

24 WITNESS: And this is one of the original
25 barns that is filled with debris, trash. It's just --

1 he just likes to take up any space and fill it with
2 stuff. And then this was a close-up. These are two
3 AC units, an old jet ski.

4 My wife and I, this was our chicken coop. We
5 had it all cleaned out, and whenever they took over,
6 he just filled it up with construction debris.

7 These look like two AC units. I'm not sure
8 if they're stolen or not. And it was cleaned out. He
9 hides them in there. Keeps the door shut on that one.

10 Second picture, you can see the four
11 wheelers. These are all his stuff. And I don't think
12 my sister really agrees with this. You can ask her.

13 Second page is just more stuff. And it's
14 just thrown trash in. Just blocking it so I can't use
15 it.

16 This is another picture from kind of the
17 driveway. Has the two RVs. One of his employee was
18 living in this one. His son was living in this one.
19 And his 14-year-old was living in this one, and that's
20 when we felt bad for him so we decided to let him have
21 our one room in the house.

22 THE COURT: So the two structures there
23 behind the two trucks, those are separate structures?

24 WITNESS: Yes, Your Honor.

25 THE COURT: And neither one of those are the

1 house where -- the appraisal that I saw, are they?

2 WITNESS: Correct. They're the improvements
3 or whatever you call them.

4 THE COURT: The house looks like it's over
5 there to the left.

6 MR. O'KELLEY: It's not the house you heard
7 the appraiser testify to today?

8 WITNESS: No.

9 THE COURT: Is the house to the left?

10 WITNESS: Yes, Your Honor.

11 THE COURT: The house is to the left. You
12 have one small structure maybe dead ahead and then
13 another little bit larger structure to the right?

14 WITNESS: Yes, Your Honor. And that's the
15 barn that we were just looking into. That's filled
16 with rubbish.

17 THE COURT: That's the barn over there to the
18 right behind the three trees. And what's the building
19 in the middle?

20 WITNESS: It's a small wooden shed.

21 THE COURT: You said that's where his son was
22 staying?

23 WITNESS: In one of these campers.

24 THE COURT: In one of the campers, okay.

25 WITNESS: And then this one, you can see he's

1 got his dump truck parked in the driveway. So he's
2 doing repairs I guess to his dump truck parked
3 completely blocking access to the house and using it
4 for his commercial business.

5 BY MR. O'KELLEY:

6 Q. Tell His Honor what you're looking at now.

7 A. This is another completely different part of
8 the property where he has dumped trash dirt. I guess
9 is it's from homes that have been rebuilt and he's
10 re-doing the yard.

11 It's filled with nails, debris, metal, bricks.
12 And it's right in the way, and it's muck dirt. It's
13 not regular soil. So when you drive through it, you
14 just get stuck in it. He says he's filling the low
15 spots, but I would never do that.

16 THE COURT: That's your pond in the
17 background?

18 WITNESS: Yes, Your Honor. And then here's
19 another cooler, a Yeti that's been there for about two
20 years now, and there was raw meat inside of it.

21 And his son had a camping party and they left
22 the tent out and it blew into the woods. And this was
23 taken last week. All of these pictures were taken
24 last week.

25 THE COURT: Okay.

1 BY MR. O'KELLEY:

2 Q. What's on the next page?

3 A. This is -- this shows the road coming in.

4 Q. Which road is that?

5 A. The driveway after the right of ways.

6 Q. That's on the actual property, correct?

7 A. This is on subject property. This is all on
8 subject property. And this is more dumping, nails.

9 You know, I used to have our kids run around
10 barefoot but now they can't. Nails and, I mean,
11 there's just cinder block. And this is the actual
12 road coming in. So he's blocked, you know, anyone
13 from driving.

14 This next picture is the other out parcel barn
15 where you can see he's got his red Mustang and his
16 boat parked inside blocking anyone else from access.
17 Old refrigerator, boat, car. Didn't have a license
18 plate on it. Not registered.

19 Q. What about the next picture?

20 A. That's just proving loss of use of the barn.

21 This is just another picture of the barn. You
22 can see the -- we called this the hangar because it's
23 kind of like an airplane hangar. Both the doors slide
24 out from the left and to the right. The one is just
25 falling there from the wind damage because it was left

1 open during a hurricane.

2 Every time I go there, I close it, but I can't
3 keep up. And then it shows more just garbage and the
4 fire pit. These are all kind of the same pictures
5 now. It's just from different angles.

6 Q. And those were all pictures you took of the
7 property, correct?

8 A. Of the property.

9 Q. And it shows what you found to be the state
10 and condition of the property, correct?

11 A. Correct.

12 MR. O'KELLEY: I'd like to move this Exhibit
13 Number 10 into evidence, this group of photos.

14 THE COURT: Let me ask you. I got looks like
15 a black lab in the foreground in the next to last
16 photo. This picture taken from your truck or car or
17 whatever?

18 WITNESS: Yes, Your Honor.

19 THE COURT: Is that the aggressive dog or do
20 you know?

21 WITNESS: I don't think -- there's not an
22 aggressive dog.

23 THE COURT: All right. Okay. All right.
24 Did you get to have copies of those?

25 MR. MCGEE: I did. I have no objection.

1 THE COURT: Without objection. Very good.
2 Thank you.

3 BY MR. O'KELLEY:

4 Q. Mr. Harn, you've been in the court. You
5 remember there were some discussions last year about
6 your buying your sister out, correct?

7 A. Yes.

8 Q. And there was an agreed-upon price of
9 \$650,000, correct?

10 A. Correct.

11 Q. And, in fact, your sister actually signed an
12 agreement to that effect, correct?

13 MR. MCGEE: Objection. Settlement
14 negotiations.

15 MR. O'KELLEY: It's all about fair market
16 value. What a buyer and seller are willing to do,
17 Your Honor.

18 She was willing to sell it for 650. A
19 closing was done. The money was in hand, and she
20 refused to close.

21 This is beyond settlement negotiations. This
22 is equity, and this is fair market value.

23 THE COURT: Want to be heard on that?

24 MR. MCGEE: It's settlement negotiations.

25 THE COURT: I'm going to allow it.

1 Overruled. Go ahead.

2 MR. O'KELLEY: This has already been made a
3 court exhibit in an earlier matter. It's a mediation
4 stipulation. That will be Exhibit Number 11.

5 (PLAINTIFF EXHIBIT NUMBER 11 WAS ADMITTED
6 INTO EVIDENCE.)

7 MR. MCGEE: I need a clarification on that
8 objection. Testifying about \$650,000 for fair market
9 value is one thing. Entering into a bullet point
10 stipulated agreement that this Court has found to be
11 unenforceable that was allegedly to be a settlement
12 negotiation -- so I think testimony as to a value is
13 one thing. The introduction of an agreement this
14 Court has found to be unenforceable and invalid is a
15 different animal altogether.

16 MR. O'KELLEY: Your Honor found this
17 unenforceable under the terms of our ADR rules. Your
18 Honor, you didn't say this shouldn't come in for any
19 other purpose.

20 And this shows what Mrs. Reavis was willing
21 to do and failed to do. This is a Court of Equity.
22 It has very specific things that were going to be done
23 that weren't done, and Your Honor has seen it before.
24 I mean, it's not like you haven't seen it. There
25 would be no prejudice for Your Honor looking at it

1 again. But it was showing -- it's all about value,
2 Your Honor. That's what it is.

3 MR. MCGEE: Judge, I need to refresh the
4 Court's recollection of what happened in that
5 situation.

6 THE COURT: All right. Well, let me just say
7 what I recollect and you correct me if I am wrong.

8 There was a mediation. The parties entered
9 into an agreement. You had left the mediation because
10 your son had a baseball game or something was going
11 on, and you had asked that you be allowed to sign off
12 on the agreement which I believe Rule 43(k) would
13 require and that your signature was never put on the
14 agreement, and it was on that basis that I refused to
15 enforce the agreement.

16 MR. O'KELLEY: That's correct.

17 THE COURT: What about that did I leave out?
18 Your client did sign it --

19 MR. MCGEE: That is correct. There's a
20 portion about -- Judge, my client may have been told
21 that she could sign this for convenience and if her
22 lawyer approved --

23 THE COURT: You don't have to explain that
24 away. That's fine.

25 MR. MCGEE: I guess what I'm trying to say it

1 was never my client's understanding that it was
2 enforceable if she signed it alone. So we can
3 certainly get into that. But this Court has found
4 this to be unenforceable on its face. And it's not
5 ADR rules. It's Rule 43(k) of the South Carolina
6 Rules of Civil Procedure.

7 So to make an agreement that is not
8 enforceable an exhibit and to get into testimony about
9 the intent and those kind of things is absolutely
10 settlement negotiations under South Carolina Rules of
11 Evidence.

12 THE COURT: All right. You made your record.
13 Overruled. You can allow it.

14 MR. O'KELLEY: So this is Exhibit 11. I am
15 also going to show you Exhibit 12.

16 (PLAINTIFF EXHIBIT NUMBER 12 WAS PROFFERED
17 INTO EVIDENCE.)

18 BY MR. O'KELLEY:

19 Q. The document Exhibit Number 11 was signed by
20 you and your sister, is it not?

21 A. Correct.

22 Q. And, in fact, you scheduled a closing of this
23 property to buy it for \$650,000, correct?

24 A. Correct.

25 Q. And you obtained a loan for the property, did

1 you not?

2 A. The banker used this as the official
3 contract.

4 Q. And you had to pay for a new appraisal for
5 the property, correct?

6 A. Correct.

7 Q. And did anyone ever explain to you that the
8 property appraised so you could get a loan?

9 A. I was granted the loan, yes.

10 Q. And Randy Drew, who is a lawyer here in town,
11 was going to do the closing for you, correct?

12 A. Correct.

13 Q. And you showed up at closing and you were
14 going to sign the loan documents. And at one point,
15 is it your understanding Mr. Drew actually had the
16 money from the bank in his trust account?

17 A. He sure did, yes, sir.

18 Q. And your sister never closed, correct?

19 A. Correct.

20 Q. And, in fact, there were discussions,
21 document Number 12, you signed a document that's
22 labeled "holdover agreement," correct?

23 A. Correct.

24 Q. Tell the judge about the circumstances
25 involving that document.

1 A. Okay.

2 MR. MCGEE: Judge, I have to object. This is
3 a document, not an agreement, that was never signed by
4 this side and contained settlement negotiations
5 between Mr. Spell and I trying to get this closing to
6 happen, and one side signed it, and the other side
7 never did.

8 There's not a signature from me or the
9 defendant. This is absolutely settlement negotiations
10 inadmissible for the rules of evidence.

11 MR. O'KELLEY: Your Honor, I don't think you
12 can have it both ways. "We were trying to schedule a
13 closing, but there was no agreement." There was
14 absolutely an agreement. Mr. McGee just stated in
15 court they were trying to get a closing to happen.

16 Mr. Harn signed a holdover agreement trying
17 to facilitate the closing. It's all about good faith.
18 It's all about balancing equities. He and his wife
19 were working to do everything they could to purchase
20 Mrs. Reavis's interest, and they got stymied time and
21 time again.

22 And this is a Court of Equity, and I'm just
23 trying to balance the equity here. I think it's
24 admissible to show their course of action and dealings
25 in trying to consummate what everyone except Mr. McGee

1 is agreeing was an actual agreement. And but for a
2 technicality under Rule 43(k), we wouldn't be here.

3 THE COURT: All right. So is it in the form
4 of an offer? Is that what this is?

5 MR. O'KELLEY: Absolutely, Your Honor.

6 THE COURT: I'm going to allow it on that
7 basis.

8 BY MR. O'KELLEY:

9 Q. Mr. Harn, the agreement, the draft, that you
10 signed in Exhibit 12, tell the Court the circumstances
11 of that and what was going on at the time.

12 A. Okay. So we had a closing appointment date
13 set up. And this holdover agreement came from
14 Mrs. Reavis. These ideas saying that I would give
15 them 90 days to leave the property -- I would pay them
16 the 650 and let them stay on the property for 90 days
17 so they could have the money and buy something and
18 then move out because her excuse was, oh, I don't have
19 time to move out in time.

20 Q. Could your lawyer at the time, Mr. Spell,
21 have written that at the time; do you know?

22 A. Yes.

23 Q. Okay. Just to clarify.

24 A. And this was all negotiated with McGee I
25 believe or Mrs. Reavis. I'm not sure. But this

1 wasn't -- I didn't say let's have a holdover
2 agreement. This obviously came from them.

3 MR. MCGEE: Judge, I have to renew the
4 objection. This isn't an offer. What he's testifying
5 to is perhaps a misunderstood version of settlement
6 communications between lawyers, and that's the problem
7 with this exhibit in its entirety is that there are
8 lawyers working to try to effect a resolution so we're
9 not sitting here before you today. There's at some
10 point a draft that is unreviewed but signed by one
11 side that gets sent over.

12 THE COURT: Let me take a look at this thing.
13 What's the genesis of this document? Who
14 prepared this? I only see Mr. Harn's signature.

15 MR. O'KELLEY: It's my understanding that
16 Mr. Spell prepared this trying to get the ox out of
17 the ditch for the closing. Because even though it's
18 been represented to this Court there was no agreement,
19 everyone started working towards the closing.

20 And then for whatever reason, they didn't
21 choose to close the date that Mr. Drew had the funds
22 in his trust account. So on the 27th of September of
23 last year, they said, all right, what about a holdover
24 agreement?

25 And Jason agreed to it, and they said no one

1 signed it in response to his signing the holdover
2 agreement trying to get the closing back on track in
3 September of last year.

4 THE COURT: Okay. All right. And your
5 objection, just so I'm clear?

6 MR. MCGEE: The objection is that holdover
7 agreement is a one-sided reflection of settlement
8 negotiation terms that were discussed on the phone and
9 that that was signed prior to being reviewed by anyone
10 on this side.

11 So it's not just an offer. It is an attempt
12 to memorialize settlement negotiations that were
13 discussed. And so that's -- and those aren't my
14 words, Judge. The witness just said this came from
15 Mrs. Reavis.

16 He's not talking about the document. He's
17 talking about the terms contained therein came from
18 Mrs. Reavis. And so this is an attempt to memorialize
19 I guess settlement negotiation terms whereas
20 Mr. Hamlin said both sides were trying to get the ox
21 out of the ditch.

22 So that's the problem. It's a one-sided
23 reflection of settlement negotiation terms --

24 MR. O'KELLEY: It's an unaccepted offer.

25 MR. MCGEE: -- immediately prior to a closing

1 that happened in September.

2 THE COURT: Okay. So it comes in the form of
3 an offer.

4 Okay. I've allowed Exhibit 11 because both
5 parties signed it and it has a set price in there of
6 650,000 as agreed-upon price.

7 The holdover agreement is more one-sided,
8 only signed by Mr. Harn. When I say one-sided, I mean
9 it's only signed by one party. So what I'm going to
10 do for now, I'm going to allow it only as -- not as an
11 exhibit, but I'm going to hold that back. But I'm
12 going to allow you to use it for cross examination
13 purposes.

14 MR. O'KELLEY: For proffer, Your Honor?

15 THE COURT: For proffer. Exhibit 12 is just
16 a proffer. It adds additional terms. But as far as
17 value is concerned, it doesn't change anything.

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

19 BY MR. O'KELLEY:

20 Q. So Exhibit 12 was never signed by your
21 sister, correct?

22 A. Correct.

23 Q. And the closing never took place despite the
24 funds being there, you and Mrs. Harn being there and
25 your lawyer ready, willing, and able to close,

1 correct?

2 A. Correct.

3 THE COURT: And let me add to my basis. The
4 one thing that I find of importance in there, and
5 y'all may flesh this out later, but it's over three
6 months since the signed agreement, so we're three
7 months down the road in September, and apparently it's
8 not closed in the Summer of '22. Right?

9 June 23 is the Exhibit 11 and 9/27/22 is the
10 date you signed this document, right?

11 WITNESS: Correct.

12 BY MR. O'KELLEY:

13 Q. And is it your understanding on 9/27 was the
14 date Mr. Drew had the money in his trust account to
15 close?

16 A. Correct.

17 Q. And the genesis of this document was while
18 the closing was supposed to take place, it didn't take
19 place, so let's see if we can fix it?

20 A. Correct.

21 THE COURT: Y'all may do a hook up later, but
22 I'm not going to allow it right now.

23 MR. O'KELLEY: Understood. So we'll take
24 that one back, Number 12.

25 And I'll just -- Your Honor, this is a

1 housekeeping matter. We're uploading things when we
2 leave here?

3 THE COURT: Right now, it's for ID. So
4 upload 12 for ID only.

5 THE COURT: It's a proffer. Yeah.
6 ID/proffered.

7 BY MR. O'KELLEY:

8 Q. Mr. Harn, you were in the courtroom when you
9 heard the appraiser talking, correct?

10 A. Correct.

11 Q. And you have owned this property for how many
12 years, 20, correct?

13 A. Yes.

14 Q. And what is your opinion about the value of
15 the property?

16 A. The value of the property is worth around a
17 million dollars.

18 Q. And what do you base that on, sir?

19 A. The land and the improvements.

20 Q. And if my math is correct, we've got 45.9
21 acres divided by 2 is about 22.98 acres, correct?

22 A. Correct.

23 Q. And you've asked the Court to divide the
24 property in kind; do you understand what that means?

25 A. I do.

1 Q. And that would be to split the property,
2 correct?

3 A. Yes.

4 Q. And in your thinking, how could the Court
5 divide this property in a way that would give you
6 22.98 acres and your sister 22.98 acres?

7 A. We could give them the house and an acre or
8 two acres and then I'll take the rest of the land.

9 Q. You would take all 40-plus acres, or she gets
10 to divide it in portion?

11 And let me show you Exhibit 4. That at one point
12 had a proposed division, did it not?

13 A. Yes.

14 Q. And so if the Court were able to divide it
15 along the lines of these two, would that be in your
16 assumption a fair division or not?

17 A. No, it would not be.

18 Q. And why not?

19 A. Because the land is divided 23 acres each and
20 then the house and improvements are on one part of the
21 subdivision.

22 Q. And you were here when you heard the
23 appraiser testify as to the value of the land versus
24 the improvements, correct?

25 A. Yes.

1 Q. And what is your thought about the value of
2 the house and improvements?

3 If you can separate those out, do you know what
4 you would consider them to be worth?

5 A. About 400,000.

6 Q. What the appraiser testified to earlier?

7 A. Correct.

8 Q. And the house needs work, does it not?

9 A. It needs a lot of work.

10 Q. And you offered to do some of that work, did
11 you not?

12 A. Yes.

13 Q. And you were thwarted from doing that work,
14 correct?

15 A. Correct.

16 Q. And you were in here earlier when Mr. McGee
17 was doing his opening about there being restraining
18 orders against you and your sister and all.

19 Tell the judge about that unfortunate set of
20 circumstances.

21 A. Okay. I was getting threatened by Jami on
22 the property, at church. And so I filed a restraining
23 order. And then my sister filed a restraining order
24 against me, and the judge granted her the restraining
25 order.

1 But I think -- and I'm sure the judge did that
2 for her own protection, for both of our protection.
3 And kept referring back to the Master of Equity as to
4 decide what to do with this property.

5 And she said once this was finished, the
6 restraining orders would go away.

7 THE COURT: So that happened during the
8 pendency of this action or prior to this action being
9 filed?

10 WITNESS: I believe during, yes.

11 BY MR. O'KELLEY:

12 Q. And, in fact, one of the restraining orders
13 against you was continued, correct?

14 A. Correct.

15 Q. And you forgot, for lack of a better term, to
16 renew yours against your sister and brother-in-law,
17 correct?

18 A. Correct.

19 Q. And that was Judge Lofton in McClellanville?

20 A. Yes.

21 THE COURT: Magistrate Judge Frances Cain-
22 Lofton --

23 MR. O'KELLEY: Frances Cain-Lofton entered
24 restraining orders.

25 BY MR. O'KELLEY:

1 Q. And the restraining order against you is
2 still in place?

3 A. Yes.

4 Q. And you go out to the property in violation
5 of that restraining order? Tell the judge about that.

6 A. She said 50 feet away from the house.

7 Q. Okay. And that's how you were able to go and
8 take pictures of the property that you own half of,
9 correct?

10 A. Correct.

11 Q. And so at one point, you were willing to buy
12 your sister's interest out of the property. Those
13 circumstances changed, Mr. Harn?

14 A. Yes.

15 Q. And tell the judge how those have changed.

16 A. We've already tried to buy her out. We've
17 done everything we could.

18 Q. Did you sell your former house?

19 A. We --

20 Q. And tell the judge about all those
21 circumstances.

22 A. Well, with Exhibit 11, we were -- we planned
23 to buy the farm and to have a home and have another
24 baby. We also owned a lot on -- it was 150 or 170
25 Carolina in McClellanville. We were going to build a

1 home.

2 And so in order to get approved for financing, we
3 sold the lot to buy the farm and now we've just been
4 renting and waiting for an outcome.

5 Q. And have you been paid any rent by Mr. Reavis
6 for your interest in the property for his using it for
7 his business?

8 A. I have not.

9 Q. And you testified you paid Parker Land
10 Surveying, correct?

11 A. Correct.

12 Q. You paid Sass Herrin and Associates?

13 A. Yes.

14 Q. You paid for the appraisal done by your
15 lender that you didn't -- whose money you didn't use,
16 correct?

17 A. Correct.

18 Q. You've paid legal fees for the property,
19 correct?

20 A. Lots, yes.

21 Q. And, again, you have received no rent,
22 correct?

23 A. Correct.

24 Q. And you have paid for a roof and work for the
25 roof that hasn't been done, correct?

1 A. Correct.

2 Q. So you've got real money tied up in this
3 property, correct?

4 A. That is correct, yes.

5 Q. And do you know what the value of that money
6 is, how much you have tied up into the property?

7 A. I think it's somewhere around \$200,000.

8 MR. O'KELLEY: All right. I think that's all
9 the questions I have for now, Mr. Harn. Thank you so
10 much.

11 THE COURT: Mr. McGee?

12 CROSS EXAMINATION

13 BY MR. MCGEE:

14 Q. Mr. Harn, what was in your father's estate
15 after he died?

16 MR. O'KELLEY: Objection, Your Honor. How is
17 this relevant in any way? We already know the land
18 passed to Mr. Harn and his sister 50/50. What's in
19 the estate is irrelevant.

20 MR. MCGEE: It has to do with what Mr. Harn
21 received out of the estate versus what Mrs. Reavis
22 received out of the estate.

23 So if Mr. Harn received every single other
24 thing out of the estate except for this piece of land,
25 and she's going to testify as to emotional connection

1 to this piece of land left by her father, I think it's
2 certainly relevant to the Court's analysis of a
3 partition in kind.

4 MR. O'KELLEY: The fact that he may have
5 gotten a shotgun or a business or a watch or anything
6 again is irrelevant. We're here under the partition
7 statute for land that everyone knows is owned 50/50 by
8 these two people under their father's will.

9 MR. MCGEE: She also financed these things
10 for him. So he made payments as to buy her out of
11 other things. She's been very kind. Interest-free
12 loans for him to buy other things out of their
13 father's estate.

14 This is a court of equity, and so how she
15 buys him out of this one is certainly probative in
16 equity. What has happened in the past is certainly
17 probative in equities of this situation.

18 MR. O'KELLEY: Again, Your Honor, I don't see
19 the relevance under the partition statute.

20 THE COURT: How the estate was resolved, we
21 got to this point. Okay? If you want to go into
22 specific instances of something, you can. But just a
23 general -- I'm not interested in trying a probate
24 case.

25 MR. MCGEE: That's a fair limitation.

1 BY MR. MCGEE:

2 Q. Mr. Harn, did you receive a jewelry store
3 from your father's estate?

4 A. I purchased the jewelry store from my sister.

5 Q. Okay. And you purchased that over time with
6 interest-free payments?

7 A. I did.

8 Q. Did you receive the house at Crown Pointe
9 through your father's estate?

10 A. I bought that house when Jami Reavis moved
11 into it. It was a similar situation.

12 Q. You received that house from your father's
13 estate?

14 A. My sister and I inherited the house 50/50,
15 and when she started dating Jami Reavis and he moved
16 in, that's when I bought her out.

17 Q. And you bought her --

18 A. And we got it appraised, and I paid her full
19 value.

20 Q. And you did that in payments or you paid her
21 in lump sum?

22 A. Lump sum.

23 Q. Okay. Did you get the motorcycle from your
24 father's estate?

25 A. My father's --

1 MR. O'KELLEY: Same objection as to
2 relevance.

3 A. He gave it to me before he died.

4 MR. O'KELLEY: Just a minute.

5 Where is this going? Again, we're here about
6 specific property in McClellanville under the
7 partition statute.

8 What does the motorcycle have to do with the
9 price of tea in China? Absolutely nothing. What does
10 Crown Pointe have to do with it? Nothing.

11 We're here about a very specific
12 40-plus-acres of land in McClellanville.

13 THE COURT: Let's go there. Let's go there.
14 Let's go to this property. Apparently there's a
15 course of dealings where -- if I looked at the will,
16 they all get everything equally. Is that what
17 happened?

18 MR. MCGEE: That's correct. That's my
19 understanding. I'm not trying to get into what
20 happened in that estate, Judge.

21 THE COURT: Good.

22 MR. MCGEE: Only just that Mrs. Reavis has
23 received only one thing. There's one thing left from
24 her father's estate --

25 THE COURT: And he just testified he

1 purchased several items from her. Apparently had a
2 course of dealing where he was doing that.

3 MR. MCGEE: The course of dealing has been
4 addressed. That's fine.

5 BY MR. MCGEE:

6 Q. Mr. Reavis, you testified -- I'm sorry.
7 Mr. Harn, you testified several times that Mr. Reavis
8 was somehow restricted or restrained or prevented from
9 cutting timber on his land; is that correct?

10 A. I don't recall that.

11 Q. You said he can't cut down timber on the --

12 A. The restrictions on the right of way says
13 you're not allowed to cut timber on the 25 feet within
14 the middle of the road left and right, and he has done
15 so.

16 Q. And what document are you referring to by
17 that restriction?

18 A. It's on the right of way restriction papers.

19 Q. Mr. Reavis, I'm handing you --

20 A. Mr. Harn.

21 Q. Mr. Harn, I'm handing you a document. Are
22 you familiar with that document?

23 A. This is the private right of way that I was
24 speaking of. That's 25 feet. This isn't the
25 International Paper right of way.

1 Q. Does that document prevent Mr. Reavis from
2 cutting timber on his own property?

3 A. Actually, I think it does.

4 Q. Okay. Can you tell me where?

5 THE COURT: Can you identify that for me and
6 let's mark it as an exhibit? You want to make that
7 Defendant's 1?

8 Is that the Lincoln deed you referenced
9 earlier?

10 WITNESS: Yes, Your Honor.

11 (DEFENDANT EXHIBIT NUMBERS 1 AND 2 WERE
12 ADMITTED INTO EVIDENCE.)

13 A. "All timber located on said right of way
14 shall be property of the grantee. Grantee reserves
15 the right" -- okay. All property is with the grantee,
16 and I'm the grantee.

17 Q. Okay. Let me see.

18 THE COURT: That's the one you refer to as
19 the Lincoln deed? That would have been to your
20 father?

21 WITNESS: Correct.

22 BY MR. MCGEE:

23 Q. And so the timber on the right of way, this
24 is a 25 foot right of way, correct?

25 A. Let me see it. What's it say? This is 50

1 feet.

2 Q. Okay. And so your interpretation of that
3 easement is that Mr. Reavis cannot cut timber within
4 what area?

5 A. It says right here, too. If you can read
6 number two, it says: Rights of way shall not be
7 fenced or otherwise used by said grantee in such a way
8 to obstruct ingress/egress of said grantor and limits
9 of any lands or timber it may now own or acquire.

10 Q. Are you the grantee or the grantor?

11 A. I am the owner.

12 Q. You're the owner? What do you own here?

13 A. I'm not sure what your question is.

14 Q. Are you the grantee or the grantor on this
15 document?

16 A. I'm the grantee.

17 Q. Okay. And so number two, read number two
18 again.

19 A. I just did.

20 Q. What does number two say?

21 A. It says: Rights of way shall not be fenced
22 or otherwise used by said grantee in such a way as to
23 obstruct the ingress/egress to said grantor and to
24 said lands or to any other lands or timber it may now
25 own or acquire.

1 Q. So that's a restriction against you, correct?

2 A. Correct.

3 Q. Okay.

4 THE COURT: Hand that to me, if you would.

5 You want to ask him about the other one?

6 MR. MCGEE: I will.

7 BY MR. MCGEE:

8 Q. Mr. Harn, Defendant's Exhibit 2, are you
9 familiar with that document?

10 A. No, I'm not.

11 Q. Okay. You don't have any idea what that
12 document is?

13 A. This is the private right of way.

14 Q. Okay.

15 A. Going from 45 to the property.

16 Q. Okay. And can you tell me where in that
17 document it prevents Mr. Reavis or the grantor from
18 cutting timber?

19 A. This one -- that one overlaps this one.

20 Q. That document doesn't contain any prohibition
21 against cutting timber?

22 A. No, I believe not.

23 Q. Okay.

24 MR. MCGEE: Judge, move to admit Exhibits
25 Number 1 and 2 into evidence.

1 MR. O'KELLEY: May I look at them real fast?

2 I don't have a problem with Number 2, Your
3 Honor. May I look at Number 1 when you're finished?

4 THE COURT: Okay. There you go.

5 MR. O'KELLEY: I don't have a problem with 1
6 or 2, Your Honor. No objection to either of those.
7 Matters of public record.

8 THE COURT: Got it. Okay.

9 MR. O'KELLEY: There's some sort of drawing
10 on the back of Number 1, Your Honor, just as long as
11 that doesn't get scanned in.

12 MR. MCGEE: That is not intended to be part
13 of this.

14 MR. O'KELLEY: There's a drawing in purple
15 ink on the back of Defense Exhibit 1. When this gets
16 scanned, I just want to make sure that is not part of
17 the record.

18 THE COURT: So just the record is clear, I'm
19 looking at Exhibit 2. In Exhibit 2, DeWitt W. King
20 granted a 20-foot wide ingress/egress easement to
21 Charles A. Felder, Jr., his heirs and assigns.

22 So that was a right of access that went
23 across, at that time, 116-acre tract of land I believe
24 from Highway 45 back to whatever property Charles
25 Felder owned.

1 And if I'm not mistaken, Felder was the
2 grantor into Loy Harn, your father, of this tract of
3 land.

4 There's a private use easement. His heirs
5 and assigns, so it runs with the land. And it also
6 references another easement having been granted across
7 the same land of DeWitt W. King.

8 Each party, along with his heirs and assigns,
9 covenants to indemnify and hold forever harmless the
10 other party, his heirs and assigns from any defect or
11 imperfection of the road . . . failure to repair . . .
12 any act or commission on the part of the party. No
13 building, fence, or other obstruction on that
14 property.

15 This other and the one was the IP 50-foot
16 right of way is what it looked like to me. So this
17 would be the private. I assume that to be the public,
18 but I don't know. All right. Just so I'm clear.

19 This one goes all the way to Highway 45. I'm
20 not sure IP owned the property all the way up to 45.
21 I don't know. Okay. All right. So this is 20 foot
22 private right of way. Okay.

23 BY MR. MCGEE:

24 Q. Mr. Harn, the subject property is not part of
25 the HOA at Landry Farm, correct?

1 A. Correct.

2 Q. And so you mentioned that there are two ways
3 to access this property earlier, correct?

4 A. I said that?

5 Q. And does the subject property actually have
6 any access to Bootsie Way?

7 A. It's a private road as far as I know.

8 Q. Okay. And is it a private road that is
9 actually -- strike that. Mr. Reavis's property, the
10 17 acres continuous to the subject property, is that
11 property a member of the HOA at Landry Farms?

12 A. Yes.

13 Q. Okay. And so Mr. Reavis's property, the 17
14 acres, has access to Bootsie Way because it's a member
15 of that HOA and that private road, correct?

16 A. Correct.

17 Q. And so the subject property actually doesn't
18 have access to Bootsie Way, correct?

19 A. Correct.

20 Q. And so the only reason that you and your
21 sister get to use Bootsie Way is because Mr. Reavis
22 owns 17 acres in Landry Farm that has access to
23 Bootsie Way; is that correct?

24 A. I don't think that's correct.

25 Q. Tell me what's incorrect about that.

1 A. There's a deeded ingress/egress to the farm
2 that was prior from him before he purchased the
3 property.

4 Q. Okay. I'm talking about Bootsie Way in
5 particular. The subject property does not have a
6 legal right of access to Bootsie Way, correct?

7 A. We may. We can ask for permission. And we
8 have actually -- the police have been called and said
9 I could use it. But the homeowners association said
10 it's private and to join the homeowners association so
11 that we could use it.

12 Q. So as you sit here today, the subject
13 property does not have the right to access Bootsie
14 Way, correct?

15 A. I can ask for the right.

16 Q. And you don't have that right now? If you
17 have to ask for the right that means you don't have it
18 right now, right?

19 A. Yeah, but I have used it, and the police have
20 been called, and they said I did have the right.

21 Q. Okay. When is the last time you were inside
22 this house?

23 A. Years.

24 Q. Okay. So you really don't know whether the
25 HVAC leak that you put in as an exhibit, you don't

1 know whether that's been fixed or not, correct?

2 A. My wife went in the house and said it was
3 horrible.

4 Q. You don't have any knowledge of whether the
5 HVAC leak that you addressed in your testimony today,
6 you don't know whether that's fixed today?

7 A. I have knowledge that my wife told me it's
8 worse.

9 Q. Not asking what your wife told you. I'm
10 asking if you have any knowledge --

11 A. No, I don't. I know the roof is hanging off
12 the house and that may cause a leak. I'm not sure.

13 Q. Are any of the pictures that you submitted
14 today, are they actually duplicate pictures taken from
15 different angles?

16 A. Yes.

17 Q. Okay. So is it true a lot of the pictures
18 you submitted today are duplicate pictures taken from
19 different angles?

20 MR. O'KELLEY: Asked and answered, Your
21 Honor. He already said yes.

22 MR. MCGEE: I asked if there were any and
23 then I asked if there were a lot.

24 A. Yes. You can see where -- it's perspective.

25 BY MR. MCGEE:

1 Q. Okay. For example, Mr. Harn, I'm showing you
2 two pictures. One from Exhibit 9 and one from Exhibit
3 10. Do you see these pictures?

4 A. Uh-huh.

5 Q. Is that a yes?

6 A. Yes.

7 Q. And those are in your exhibits, correct?

8 A. Yes.

9 Q. Are these the same picture?

10 A. No.

11 Q. Are they showing the same thing?

12 A. One is to the right and one is to the left.

13 Q. What is that a ball of?

14 A. I don't know. They put it there. Ask Jami.

15 Q. That ball is the same picture in both
16 pictures?

17 A. So this is in a different day? Looks pretty
18 close to me.

19 Q. So that is the same pile we're talking about?

20 A. It looks like it, doesn't it?

21 Q. You took the pictures, so I'm asking you. Is
22 that the same pile?

23 A. That's the same pile.

24 Q. Okay. Same pile, different pictures,
25 different exhibit. Correct?

1 A. Maybe.

2 Q. Now, this picture in Exhibit 10, you
3 testified this was Mr. Reavis -- what was the
4 relevance of this picture?

5 A. Blocking the right of way.

6 Q. Okay. And so this picture -- you claim what
7 from this picture?

8 A. He's blocking the right of way. He's parked
9 on the deeded ingress/egress. You want to read back
10 in here that you can't do that.

11 Q. So you believe the importance of this picture
12 for the Court today is that this picture represents
13 Mr. Reavis blocking the road?

14 A. I've got better pictures.

15 Q. Did you bring those better pictures?

16 A. No. But that's the one that I had.

17 Q. But that's the importance of this picture
18 that Mr. Reavis is blocking the road?

19 A. That he parks on the road, yeah. So if a
20 fire truck comes down, can't access the property,
21 yeah, blocking the road.

22 Q. Okay. This pile we talked about a moment
23 ago, is that a burn pile?

24 A. I don't know. Ask Jami. He's right behind
25 you. I don't know what it is. It's trash.

1 Q. Did it get burned?

2 A. It has been burned before.

3 Q. Is this pile of combustible materials?

4 A. I have no idea what's in there besides metal,
5 trash. Combustible? It could be. Who knows.

6 Hazardous, nuclear, who knows. I didn't put it there.

7 Q. Do you have anything stored in the barn?

8 A. I do.

9 Q. Okay. What do you have stored in the barn?

10 A. I have an old rusty engraving machine that
11 was my father's that was part of the business.

12 Q. That's it?

13 A. I've got some templates, got an old sign that
14 was there that my dad had on the property. I can't
15 get into it because he has his car and his boat parked
16 blocking it so I can't access the barn.

17 Q. You've referred to this as the hangar?

18 A. That's the hangar.

19 Q. Do you have anything stored in the hangar?

20 A. I did.

21 Q. Okay. What do you have stored in the hangar?

22 A. A machine about this big (indicating).

23 Q. And what percentage of this hangar contains
24 your stuff versus stuff belonging to your sister and
25 her husband?

1 A. Probably ten percent.

2 Q. Only ten percent is yours?

3 A. (Witness indicated an affirmative response.)

4 Am I not allowed to store stuff in my hangar?

5 (DEFENDANT EXHIBIT NUMBER 3 WAS ADMITTED INTO
6 EVIDENCE.)

7 Q. Mr. Reavis, I'm handing you Defendant's
8 Exhibit Number 3 --

9 A. Mr. Harn.

10 Q. Mr. Harn. I will try to do better. I am
11 handing you Defendant's Exhibit Number 3. Are you
12 familiar with that?

13 A. I am.

14 Q. Okay. What is that?

15 A. That's an old polishing machine.

16 Q. Okay. And is that yours?

17 A. Yes.

18 Q. Is that stored in the hangar?

19 A. Yes.

20 (DEFENDANT EXHIBIT NUMBER 4 WAS ADMITTED INTO
21 EVIDENCE.)

22 A. This is engraving parts.

23 Q. Okay. And what else?

24 A. Other jewelry tools --

25 Q. Okay.

1 A. -- on a table.

2 Q. And do those belong to you?

3 A. They do.

4 Q. Okay. And those are stored in the hangar?

5 A. They are.

6 Q. And are they stored in approximately one half
7 of that hangar?

8 A. No.

9 Q. Okay.

10 A. I told you about ten percent of the hangar, I
11 use. And I can't get to it. It's been blocked. I
12 have no access to my equipment.

13 Q. Okay. This is your picture from your Exhibit
14 Number 10. You have that in front of you, Number 10.
15 In this picture, can you show me where in this picture
16 your stuff is?

17 A. Behind Jami Reavis's motorcycle, trailer,
18 car, boat, refrigerator, and bicycle.

19 Q. And that's all, in your opinion, Jami
20 Reavis's stuff?

21 A. Well, the boat takes up half the hangar. The
22 car takes up the other quarter. The motorcycle takes
23 up the other quarter. So there's about a quarter, 10
24 percent, 15 percent maybe in the hangar. I store
25 stuff on my property, yes, I do.

1 Q. Okay.

2 A. It's in the back. It's not blocking anyone
3 from using it.

4 Q. Okay. Have you ever threatened to kill
5 Mr. Reavis?

6 A. I have not.

7 Q. You have never threatened to kill Mr. Reavis?

8 A. No.

9 Q. Never made a public threat to kill
10 Mr. Reavis?

11 A. No.

12 Q. Have you ever made any statement that if your
13 father was alive, he would kill Mr. Reavis?

14 A. Yes.

15 Q. Okay. Have you ever gotten into or
16 threatened a physical altercation with your nephew on
17 the subject property?

18 A. No. I know exactly what you're referring to.

19 Q. Okay. What do you believe I'm referring to?

20 A. They had trash all over the place, and he got
21 upset because I posted a picture of it. And he came
22 out and threatened to fight me, and I defused the
23 situation with him.

24 Q. Your nephew did?

25 A. Yes.

1 Q. How old was your nephew?

2 A. Fifteen.

3 Q. Okay. Did you ever walk around the pig pen
4 there or the pen alongside the barn going like this
5 (indicating) with two hands to your hips telling him
6 to suck your balls?

7 A. What does this have to do with anything?

8 Q. Just answer the question.

9 A. I do not recall that.

10 Q. You don't recall that?

11 A. No.

12 Q. So it could have happened?

13 A. I don't recall that.

14 Q. So it could have happened?

15 THE COURT: He's answered it. Go ahead.

16 BY MR. MCGEE:

17 Q. Did you live in the house on the subject
18 property at the end of 2019 and 2020?

19 A. No.

20 Q. When is the last time you lived in the
21 subject property?

22 A. 2004.

23 Q. Okay. Did you live in the subject property
24 with your family in 2020?

25 A. No. We rented a house in Beulah since

1 October 2019.

2 Q. Okay. Did you -- have you ever done cocaine
3 in the subject house --

4 MR. O'KELLEY: Your Honor, I'm going to
5 object. How is this in any way relevant? This is
6 talking about someone's past behavior. This has
7 nothing to do with the value property or what the
8 property is worth or what he's willing to pay for it.
9 This is all just character assassination at this
10 point.

11 MR. MCGEE: Judge, I think it has to do with
12 whether they can ever be neighbors and live next to
13 each other. And this partition in kind drawing an
14 imaginary line down the middle is a problem.

15 So I can wait and do it with the defendant
16 and her husband, but it certainly is relevant. I
17 don't like going in this order necessarily, but
18 there's going to be a line -- and I tried to warn the
19 Court this morning. There's going to be a whole lot
20 of this kind of evidence and testimony.

21 THE COURT: I'm not sure it's relevant to my
22 inquiry, but you can ask him directly does he think
23 they can live side by side. I'll be glad to consider
24 that.

25 BY MR. MCGEE:

1 Q. Mr. Harn, do you think you and your sister
2 and her family are capable of being good neighbors to
3 each other?

4 A. I do. I have nothing wrong with my sister.

5 Q. Do you think you and your sister's husband
6 will be able to be good neighbors to each other?

7 A. Sure.

8 Q. Earlier, you testified that you never
9 threatened to kill Mr. Reavis, that's correct?

10 A. That's right.

11 (DEFENDANT EXHIBIT NUMBER 5 WAS PROFFERED
12 INTO EVIDENCE.)

13 Q. Are you familiar with that document?

14 A. I don't recall this.

15 Q. Does that appear to be a screenshot of text
16 messages?

17 A. Yeah. I think it's screenshotted. I think
18 before that, I was threatened.

19 Q. Does that appear to be a screenshot of text
20 messages between you and Mr. Reavis?

21 A. It does.

22 Q. And in that screenshot, did you say, "I'll
23 kill you"?

24 A. I don't recall that.

25 Q. Okay. Mr. Harn, who paid for the insurance

1 at the subject property from the time you and your
2 sister owned it together?

3 A. It hasn't been insured. It's recently been
4 insured by Jami because that was his portion of not
5 paying the insurance.

6 Q. I'm sorry, what did you say?

7 A. It was an agreement that we had. He wanted
8 to buy insurance on the house because a hurricane was
9 coming, and so he rightfully bought insurance.

10 But I have paid the taxes pretty much every year.
11 I think there's been one year that they have paid the
12 taxes on the property.

13 Q. Now, your testimony today is that you had an
14 agreement with your sister. She paid the insurance,
15 and you paid the taxes. Is that -- I'm characterizing
16 that correct?

17 A. No, that was not the agreement.

18 Q. Okay. Did your sister pay the insurance?

19 A. I don't know.

20 Q. Did you pay any insurance?

21 A. No.

22 Q. Okay. Is it your understanding that there
23 was an insurance policy covering the property?

24 A. Yes.

25 Q. Okay. So do you believe your sister paid it?

1 A. Yes.

2 Q. Okay. You filed an amended summons and
3 complaint in this case January 27th, 2023, correct?

4 A. I believe so.

5 Q. Okay. And in that amended summons and
6 complaint, did it state: The defendant has also
7 failed and refused to pay for the taxes, insurance,
8 upkeep, and maintenance of property?

9 A. I believe so. The upkeep and the taxes for
10 sure. Insurance, I'm not sure about.

11 Q. So is it your testimony today that you have
12 paid all of the property taxes on the subject property
13 since you and your sister held it jointly?

14 A. Except for one year, I believe.

15 Q. Okay. How confident are you in that answer?

16 A. Pretty confident. They may have paid it
17 twice, the taxes.

18 Q. Do you recall paying the taxes out of the
19 jewelry store?

20 A. Yes --

21 MR. O'KELLEY: Objection, Your Honor. If he
22 pays it from a gift from the King of England, it
23 doesn't matter.

24 THE COURT: He said yes. Go ahead.

25 BY MR. MCGEE:

1 Q. And were you at the time making payments to
2 your sister for the purchase of the jewelry store?

3 A. Nine years ago, yes.

4 Q. And do you recall reducing the payments to
5 her equal to half the amount of the property taxes at
6 the farm?

7 A. Yes. So the last nine to ten years, I paid
8 the taxes.

9 Q. So your testimony is for the last nine to ten
10 years, you have paid the property taxes?

11 A. Correct. Between that time, there may have
12 been one or two years that they paid it because it
13 went to auction.

14 Q. I just need to be clear as to what your
15 testimony is.

16 A. I'm not sure how many times they paid it. I
17 know it's been once or twice.

18 Q. Okay. Let me make sure I understand. For
19 the last -- prior to the last nine years, the jewelry
20 store paid the taxes and you deducted that from the
21 payments being made to her?

22 A. No.

23 Q. Okay. Explain it to me.

24 A. About nine years ago, I finished paying
25 Nickie for the jewelry store. And she would never

1 come up with her half of the taxes, so I would take it
2 out of her payment. That was our agreement.

3 Q. That's all prior to nine years ago?

4 A. Correct.

5 Q. And for the last nine years, what has
6 happened?

7 A. I pay the taxes late because I couldn't get
8 them to pay half. They may have paid once or twice.
9 The taxes are actually due now.

10 (DEFENDANT EXHIBIT NUMBER 6 WAS PROFFERED
11 INTO EVIDENCE.)

12 Q. Mr. Harn, I've handed you what's been marked
13 as Defendant's Exhibit Number 6. Are you familiar
14 with those documents?

15 A. No.

16 Q. Do those appear to be the payment receipts
17 for the Charleston County property taxes on the
18 subject property?

19 A. Yes.

20 Q. Okay. And do they show --

21 A. That the taxes have been paid, yes.

22 Q. And do they show the payments were made in
23 2016 by Nickie?

24 A. I don't see where it says that.

25 Q. If you look on the bottom, it says by whom

1 paid?

2 A. Yeah, but I don't believe she paid them.

3 Q. Okay. Do you see that 2007, it says Jason
4 Harn?

5 A. Yep.

6 Q. Okay. Do you believe that's correct?

7 A. Okay. So she paid them in 2016. That's the
8 only year that you've got here.

9 Q. And 2021?

10 A. The rest says Jason Harn.

11 Q. 2021 says Michael Reavis.

12 A. That's correct. I said once or twice. So
13 you got twice. You got two of them here.

14 Q. Okay. And that's two out of five years,
15 correct?

16 A. Correct.

17 Q. Okay. And going back to paragraph 15 of your
18 amended summons and complaint filed on January 27th of
19 2023, you stated the defendant has also failed and
20 refused to pay for the taxes.

21 A. Well, there's been twice that they've paid
22 them.

23 Q. Do you think that's an accurate statement,
24 paragraph 15 in your amended summons and complaint?

25 A. Read it to me again.

1 Q. "The defendant has also failed and refused to
2 pay for the taxes, insurance, upkeep and maintenance
3 of the property."

4 A. Everything except obviously two times for the
5 taxes.

6 Q. And the insurance that we talked about a
7 moment ago?

8 A. Insurance, I never had a part of.

9 Q. You never paid the insurance?

10 A. I never wanted insurance. It was a vacant
11 house crumbling apart. It wasn't required. The house
12 is paid for. And Jami took out the Mayday claim and
13 cashed the check and took the money and didn't put the
14 money back into the house.

15 He got paid \$6,000 for a claim. Were you aware
16 of that, that he made a claim?

17 Q. I want to make sure I understand clearly.
18 You didn't want to have insurance on this property
19 because it was, as you said, crumbling and falling
20 apart?

21 A. I wasn't bothered with it.

22 Q. You didn't opt to or desire to maintain
23 insurance coverage on this property because it was
24 crumbling and falling apart?

25 A. No. I was not interested in having insurance

1 because I was already paying the taxes.

2 Q. Okay. So I'm just trying -- you just a
3 moment ago said you didn't want to have insurance on
4 this property because it was crumbling and falling
5 apart.

6 A. Correct.

7 Q. But you have also sued your sister and said
8 that she failed to upkeep it and maintain it and
9 caused damage to you for it?

10 A. Because we fixed it. It was worth insuring
11 after we fixed it.

12 Q. After "we" fixed it?

13 A. My wife and I.

14 Q. Okay. Now, you previously alleged to this
15 Court that Mr. Reavis had improperly installed some
16 drain field, was pumping sewer into the ground or
17 something?

18 A. That's correct.

19 Q. That is correct?

20 A. Yes.

21 Q. Okay. And you withdrew that allegation in
22 your amended summons and complaint; is that correct?

23 A. My lawyer did that. I don't know.

24 Q. You don't know? Okay. Are you still seeking
25 the recovery of damages for some alleged sewer dumping

1 on the ground?

2 A. I'm not seeking damages. I just want this
3 resolved.

4 Q. Okay. Do you continue to allege that there's
5 some problem with the septic system that was installed
6 at the subject property?

7 A. I'm not aware of it.

8 Q. Okay. Do you acknowledge that your sister
9 and her husband have made improvements to the
10 property?

11 A. No. They destroyed the property.

12 Q. You acknowledge no improvements made by your
13 sister or her husband to the property?

14 A. No.

15 Q. Did Mr. Reavis maintain the landscaping and
16 grounds at the property?

17 A. Absolutely not.

18 Q. He didn't cut any grass, didn't do any bush
19 hogging?

20 A. When his guys were slow, he would send his
21 guys up there to cut the grass about once a year. And
22 he also took my dad's tractor, the John Deere tractor,
23 the farm tractor that was used to maintain the
24 property. That's how he started Charleston
25 Landscaping.

1 Q. The question is did he maintain the cutting
2 of the grass?

3 A. No, did not.

4 Q. Did not? Not at all?

5 A. No.

6 Q. Did you previously seek partition of this
7 land before this case?

8 A. We discussed it, yes.

9 Q. Did you hire a lawyer in 2018?

10 A. We discussed it, yes.

11 Q. Did you send your sister a certified letter
12 and retain counsel in 2018 to seek partition of the
13 land?

14 A. Yes.

15 Q. Okay. How much have you spent in attorney's
16 fees regarding to this partition, seeking this
17 partition in kind or otherwise?

18 A. It's ongoing.

19 Q. The question is how much have you spent?

20 A. I have no idea. A lot.

21 Q. All right. You're not able to quantify that
22 here today?

23 A. I can sit down and add it all up, sure.

24 Q. Okay.

25 MR. O'KELLEY: I've got my affidavit of

1 attorney's fees if that will help him in any way.

2 THE COURT: He testified under direct he
3 spent about \$200,000.

4 MR. O'KELLEY: In total damages, not just in
5 attorney's fees.

6 THE COURT: Okay.

7 You want to have him quantify that?

8 BY MR. MCGEE:

9 Q. The \$200,000 you referenced in your
10 testimony, can you break that down for the Court?

11 A. Commercial rent, loss of use, the emotional
12 stress.

13 My wife and I, we made a spreadsheet last night.

14 WITNESS: Do you have the spreadsheet?

15 BY MR. MCGEE:

16 Q. You said commercial rent, loss of use,
17 emotional stress?

18 A. Emotional stress, harassment on the property.

19 Q. What else goes into the \$200,000 you
20 testified to?

21 A. Loss of use.

22 Q. And how much do you value your commercial
23 rent claim?

24 A. 4,000 a month.

25 Q. Okay. \$4,000 a month for how many months?

1 A. Since September 2020. Damages to the road.

2 Q. Hold on. I want to make sure I go through
3 this in a systematic manner. The loss of use, how
4 much do you value that claim at?

5 A. Priceless.

6 Q. How much do you value your emotional stress?

7 A. Priceless.

8 Q. Okay. And how much have you paid in
9 attorney's fees that you're aware of?

10 A. Probably 20, 30 grand.

11 Q. Okay.

12 A. And rent on the house. The tractor.

13 Q. Hold on. I promise I'll ask the question.
14 And how did you arrive at the amount of \$4,000 per
15 month for rent?

16 A. Well, you can charge what you want if it's
17 your property, right?

18 Q. Okay. Is that the -- is there any more
19 rationale behind it, or is that just it?

20 A. That's what a commercial lot would probably
21 pay to have three or four acres to use daily and to
22 dump on.

23 How much does the dump charge you?

24 Q. Do you have Plaintiffs' Exhibit 5 in front of
25 you?

1 A. Yes.

2 Q. Remind me what this is a picture of.

3 A. This is the first proposed subdivision that
4 was agreed.

5 Q. Okay. Now, the north and east L-shaped
6 tract, that does not touch the easement that comes
7 across Mr. Reavis's property, correct?

8 A. It does. Look at the bottom.

9 Q. Okay. Are you referring to this little L
10 that comes out?

11 A. That's access, yes.

12 Q. So you have actually drawn -- this proposal
13 would include extending the north -- the property line
14 that runs north and south on the west side of that L
15 would actually extent and cut over to the easement
16 across Mr. Reavis's property?

17 A. Across Mr. Reavis's property? Yes. So I
18 would have access.

19 Q. Okay. And that would prevent -- tell me if
20 I'm right or wrong. If this comes across here, that
21 prevents this square from accessing Bootsie Lane,
22 correct?

23 A. Well, Bootsie Lane comes right to the end of
24 it. It's a cul-de-sac, and that's a non private right
25 of way so you could cross it.

1 Q. Okay. And so the owner of this square under
2 this concept would have to use this easement to access
3 Bootsie Way?

4 A. Not necessarily.

5 Q. This square does not touch Bootsie Way,
6 correct?

7 A. It touches the non private right of way that
8 connects Bootsie Way.

9 Q. Correct.

10 A. So you do have access to Bootsie Way.

11 Q. And you acquire access on that same easement?

12 A. They are already in the HOA. They already
13 have access.

14 Q. When you say "they," the 17 acres owned by
15 Mr. Reavis is in the HOA and has access to Bootsie
16 Way?

17 A. Correct.

18 Q. But the owner of this square would not have
19 access to Bootsie Way?

20 A. It depends if my sister put it in his name or
21 not.

22 Q. The owner in perpetuity would not have access
23 to Bootsie Way correct,

24 A. They can ask for permission. You have to get
25 in the HOA.

1 Q. It would be dependent upon some hypothetical
2 acceptance by an HOA --

3 A. There's been other parcels that have been
4 given access to Bootsie Way, so it's very possible.

5 MR. MCGEE: Defendant moves Defendant's
6 Exhibits 4 and 5 into evidence.

7 MR. O'KELLEY: Which ones are 4 and 5, Your
8 Honor?

9 Your Honor, I'm going to object to 4 because
10 we don't know who's taking these pictures. There was
11 no foundation. And 5 Your Honor said is already not
12 coming in. It's a text exchange. That's relevance
13 grounds. It has nothing to do with those properties.
14 So I'm objecting to both, Your Honor.

15 MR. MCGEE: We can hold 4.

16 THE COURT: 4 is marked as a proffer, and you
17 can link it up later. 5 I'm assuming was used for
18 impeachment purposes, out of court statement. But he
19 didn't identify it. Impeachment wouldn't come in
20 evidence anyway.

21 MR. MCGEE: We'll just proffer that one, too.

22 THE COURT: It's not coming in period. It's
23 used for impeachment purposes. Those don't come into
24 evidence. Okay? Otherwise, it's hearsay.

25 MR. MCGEE: That's fine. Okay.

1 THE COURT: So 4 is just a proffer. 5 is
2 also a proffer. But it's just impeachment, so it
3 doesn't come in. Okay?

4 Anything further?

5 MR. MCGEE: No further questions, Your Honor.

6 MR. O'KELLEY: Just a few more.

7 REDIRECT EXAMINATION

8 BY MR. O'KELLEY:

9 Q. You own 50 percent of this property, correct?

10 A. Correct.

11 Q. And are you using 50 percent of the property?

12 A. I am not.

13 Q. So you have been prohibited from using 50
14 percent of the property?

15 A. In what way?

16 Q. In other words, if you were to say I want to
17 use 50 percent of this property to hunt, to fish, to
18 put your stuff on it, no one would be able to stop
19 you, correct?

20 A. Correct.

21 Q. And in the time that you have owned the
22 property, in the time that your dad owned the
23 property, has there ever been any problem with
24 accessing the property from Highway 45?

25 A. No.

1 Q. Has there ever been anyone who says you can't
2 come this way to get to this property other than the
3 HOA president for Bootsie Lane?

4 A. No. And I remember riding down that dirt
5 road and my dad telling me don't let anyone ever take
6 away this road from you.

7 Q. Which road are you talking about?

8 A. The easement.

9 Q. The IP?

10 A. The right of way.

11 Q. The right of way we talked about today?

12 A. Uh-huh.

13 Q. And how long have you or your family members
14 used the Bootsie Way access; do you know?

15 A. I haven't used it.

16 Q. Do you know if anyone in your family has used
17 it?

18 A. My sister may have.

19 Q. But you don't know?

20 A. I'm sure she has because she's in the HOA.

21 MR. O'KELLEY: That's all I've got, sir.
22 Thank you. The judge may have some questions for you.

23 THE COURT: Just so I'm clear, your access to
24 the property is straight off of 45 and it runs through
25 Mr. Reavis's property and gets to this property?

1 WITNESS: Yes, Your Honor.

2 THE COURT: Bootsie Way is there, but that's
3 not how you access.

4 WITNESS: Yes, Your Honor.

5 THE COURT: Okay. And I had two questions.
6 You testified the property was worth insuring after
7 we, referring to you and your wife, fixed the property
8 up.

9 When was that? When was that done?

10 WITNESS: It was during -- it was right
11 before COVID.

12 THE COURT: 2019 timeframe?

13 WITNESS: Correct. It was a rat infestation,
14 and we replaced the mattresses, cleaned up the house.
15 That's when my sister and I had it in agreement -- it
16 was basically like a timeshare. One week on, one week
17 off.

18 And we made it livable and then I felt like
19 then, yes, it was worth insuring after that point.

20 THE COURT: Okay. And so that was sometime
21 prior to that hurricane we talked about.

22 WITNESS: Yes, your Honor.

23 THE COURT: So at that time, you would go in
24 there for a week; they would go in there for a week?

25 WITNESS: Correct.

1 THE COURT: How long did that go on for?

2 WITNESS: That lasted for about a year and a
3 half, two years.

4 THE COURT: Up until about COVID timeframe?

5 WITNESS: Yes.

6 THE COURT: And this case wasn't brought
7 until June of 2021.

8 I wanted to ask you, you stated that you sold
9 a lot in McClellanville.

10 WITNESS: Yes.

11 THE COURT: And that was to help purchase
12 this property. That was back in summer of '22.

13 WITNESS: Yes, Your Honor. It was after the
14 mediation agreement was signed.

15 THE COURT: So after mediation, before
16 closing. And it was an unimproved lot?

17 WITNESS: It was raw land.

18 THE COURT: And it was -- where did you say
19 it was?

20 WITNESS: Silver Hill.

21 THE COURT: Section of McClellanville?

22 WITNESS: Yes.

23 THE COURT: And how large was the lot in
24 town?

25 WITNESS: It was one acre in the town right

1 across from the school. The plan was to build, and
2 that was previous to this mediation agreement.

3 THE COURT: Okay. The lot was sold prior to
4 mediation?

5 WITNESS: It was bought before mediation and
6 then sold after this mediation agreement.

7 THE COURT: What did you buy it for and what
8 did you sell it for?

9 WITNESS: We bought it for eighty-seven-five
10 and sold it for one-twenty.

11 THE COURT: Okay. What were your plans with
12 that lot before you sold it?

13 WITNESS: To build right away.

14 THE COURT: So you planned to build on that
15 lot. You changed those plans when you entered into
16 the agreement and sold the property for 120. And that
17 money was never used for the purchase because you
18 never got to purchase; is that right?

19 WITNESS: Correct.

20 THE COURT: How far in the loan process did
21 you go?

22 WITNESS: I secured funds. It was there at
23 the closing table. We had a closing appointment set
24 up, and we weren't told that they weren't going to go
25 through with it until they didn't show up at closing.

1 THE COURT: Was that in the September
2 timeframe?

3 WITNESS: It was a week before this holdover
4 agreement.

5 THE COURT: Okay. So maybe a week before
6 that agreement.

7 WITNESS: It was right at -- I guess we have
8 90 days.

9 MR. O'KELLEY: Your Honor, I can clarify that
10 some if it would help? On 9/27, Mr. Drew's office
11 received \$648,925 from Truist by wire confirmation to
12 effect the closing.

13 THE COURT: Okay. Is that your recollection?

14 WITNESS: Yes, Your Honor.

15 THE COURT: And that was on 9/27?

16 MR. O'KELLEY: Yes, sir. The same day they
17 drafted the holdover agreement after the closing
18 didn't go through.

19 THE COURT: Those are all the questions I
20 had. Okay?

21 All right. We've gone a little bit longer
22 than I normally go but I wanted to get through
23 Mr. Harn's testimony.

24 Mr. Harn, thank you very much. You may step
25 down.

1 Let's take a break for lunch now. Let's come
2 back at 2:30. Okay?

3 (Recess from 1:19 to 2:42 p.m.)

4 MR. O'KELLEY: We only have one more witness,
5 and that is Mrs. Keenan Harn.

6 THE COURT: Mrs. Harn, come on up. All
7 right. If you would, just raise your hand for me
8 there.

9 KEENAN HARN having been duly sworn to tell
10 the truth, the whole truth, and nothing but the truth,
11 was examined and testified as follows:

12 THE COURT: Okay. Mrs. Harn, give us your
13 full name and address, please.

14 WITNESS: Julia Keenan Harn, 416 Beulah
15 Drive. And that's McClellanville, South Carolina.

16 THE COURT: Thank you, ma'am.

17 MR. O'KELLEY: And I will mark this as the
18 next.

19 (PLAINTIFF EXHIBIT NUMBER 13 WAS ADMITTED
20 INTO EVIDENCE.)

21 DIRECT EXAMINATION

22 BY MR. O'KELLEY:

23 Q. You're married to Jason Harn, are you not?

24 A. Yes, sir.

25 Q. And are you familiar with the property that

1 brings us here today?

2 A. Yes, sir.

3 Q. I'm going to ask you to look at Plaintiff's
4 Exhibit Number 13, which is in front of you. Is this
5 a spreadsheet you prepared, ma'am?

6 A. Yes, sir.

7 Q. All right. Please tell the Court what we're
8 looking at here and how you came up with these
9 numbers.

10 A. Absolutely. First, I did put this together
11 based off of my knowledge. There are probably many
12 things that are left off of it. I put it together
13 last night just so we would have a clear recollection
14 of what we paid out in response to getting to the
15 point of closing.

16 So there are many other expenses that we put
17 towards upgrading and maintaining the property over
18 the years. That's beside the point.

19 This is what we have paid to get to closing.
20 This is what we have paid out in an effort to split
21 this property.

22 Q. And when you say "get to closing," you're
23 talking about the closing that didn't occur?

24 A. Correct.

25 Q. So if you would, just walk the Court through

1 it. You've got in here bank appraisal at Sass Herrin
2 at \$950 and \$600?

3 A. Yes. So the bank required us to have an a
4 appraisal done. They ordered the appraisal. That was
5 to secure the loan.

6 Q. Do you remember what that appraisal came in
7 at?

8 A. 1.3 million.

9 Q. Okay. And the Sass Herrin appraisal,
10 Ms. Wyman was here earlier today, correct?

11 A. Yes, sir.

12 Q. And you have two surveys on here.

13 A. So the original survey was \$3,750. Then we
14 had them come back out an additional time to adjust
15 the lines.

16 Q. Would those be the surveys that are Exhibits
17 3, 4, 5, 6 to the best of your knowledge?

18 A. Yes, sir.

19 Q. Okay.

20 A. So this is just a list off the top of my head
21 of things that we have spent.

22 Q. How about the roofing?

23 A. So the roof, we paid \$5,000 for the
24 materials. That's non returnable, non refundable.
25 Our roofer is storing it at his house until we're able

1 to put the roof on.

2 Q. And it's still not on today?

3 A. It's still not on today. If it was just a
4 deposit, we may be able to get that deposit back. But
5 he special ordered the roofing material. It's at his
6 house.

7 And then the other 5,000 that we owe him that we
8 contracted him for was for the labor. That obviously
9 has not been completed. But he did go out of his way
10 to make sure he was able to put the roof on before the
11 hurricane came because we didn't want any additional
12 water damage to happen to the property.

13 Q. Then the hurricane came and went, correct?

14 A. The hurricane came and went. The roof was
15 pulled off during the hurricane, as we suspected it
16 might be.

17 And so we're still sitting on this material
18 that's paid for that's custom cut for the roof there,
19 and we can't do anything with it.

20 THE COURT: And the roof has not been
21 repaired to the best of your knowledge?

22 WITNESS: Correct. It may have been stapled
23 down. I don't know.

24 BY MR. O'KELLEY:

25 Q. But your roofer hasn't put the tin up to

1 repair it? The 5,000 you paid, the labor has not been
2 engaged?

3 A. Correct. So his total \$10,000. 5,000 for
4 material, 5,000 for labor. 5,000 has been paid for.
5 The material is non refundable. 5,000 for the labor
6 has not been paid for.

7 Q. And then you were here for your husband's
8 testimony, a lot of it, were you not?

9 A. Most of it.

10 Q. And he said that he thought you had paid
11 property taxes but there were two years you didn't.
12 You heard him say that, correct?

13 A. Correct.

14 Q. And approximately about 3,000 over the past
15 ten years every year; is that right?

16 A. Correct, yes.

17 Q. And then you've got legal fees that are
18 blank. Do you recall what your legal fees are?

19 A. I believe that we paid around 7,000 to
20 Mr. Jeffrey Spell. Our bill for you for your firm has
21 been around just shy of \$20,000. Two separate
22 mediations with Todd Manley, \$1700 dollars each, and
23 then we did also pay our closing attorney \$10,000.

24 Q. And so that would be a total of how much in
25 fees?

1 A. \$40,400.

2 Q. Okay. And then your husband testified that
3 you sold your lot, and the judge asked him questions
4 about the lot in what I call McClellanville proper,
5 and you sold that, and you had builders lined up.
6 Tell the judge about that.

7 A. So we hired builders. We hired Richie
8 Billington to build. He was slated to start building
9 in November. We had picked out plans. We had spent a
10 lot of time developing the property. Jason spent many
11 days over there developing the property with the
12 tractor.

13 Our kids were emotionally invested in building
14 this home right next to school. We were all really
15 excited.

16 This was all before the mediation. We didn't
17 know that there was ever going to be an agreement
18 settled or when that was going to ever happen, so we
19 had to move forward with our life.

20 So we were all really excited and looking forward
21 to building next to the school and the girls had told
22 their friends that they couldn't wait to ride their
23 bikes to school, that kind of thing.

24 And as soon as we had mediation in June and all
25 agreed to move forward with us purchasing the

1 property, we had to -- we had to liquidate everything
2 that we had, scrape together everything that we had,
3 to make this go through.

4 So we spent the next 90 days as agreed working as
5 hard as we could to secure the loan and get as much as
6 we could together for a down payment on the loan.

7 Q. Were you also pregnant at the time?

8 A. Very pregnant. We had mediation in June.
9 And Jason and I had wanted to have another child but
10 we were waiting until we had a place to live. So as
11 soon as we knew we were moving to the farm, in July,
12 we decided to have a baby. We got pregnant.

13 And then come September 27th, we're sitting at
14 the closing ready to walk out, you know, full owners
15 of the property. And they just didn't show up. So
16 there was zero notice given that they were not
17 planning to close.

18 So that was extremely stressful because now we've
19 still been renting paying \$2200 a month for rent for
20 the last three years.

21 Q. And speaking of rent, turn the page if you
22 would, please. You have rent/loss of us. See
23 breakdown and explanation below of \$93,000.

24 Tell the judge how you came up with those figures
25 that are on this page and that are in yellow as well.

1 A. So the way I broke this down -- and I would
2 have had this a little bit more organized but I have
3 not slept in four weeks because I have a newborn that
4 shares a bed with me.

5 But the way that I see it is there are three
6 different ways to look at how the rent or loss of use
7 should be calculated. One would be what we have had
8 to pay in rent over the last three years so that they
9 could have full, exclusive use of the property or what
10 we would consider fair rent from them since our
11 agreement that didn't -- our original agreement that
12 didn't go through.

13 So I was very generous in the amount of months
14 and how that was calculated. So rent, it was for not
15 being allowed entrance and them having exclusive use,
16 changing the locks, et cetera.

17 Let's see.

18 Q. Then you have it explained on the middle of
19 the second page.

20 A. I was trying to figure out -- I know I
21 calculated how many months it was. But the amount of
22 months since our original agreement to --

23 Q. You had 18 is what you have on there.

24 A. 18 months. So that was generous because it's
25 been many more months than that that we've been out of

1 the house.

2 So 18 months at \$2500 dollars a month for
3 residential rent, plus Mr. Reavis's commercial
4 business was paying \$1500 a month for his commercial
5 lot. And when that lease was terminated in Mt.
6 Pleasant, he moved all of his equipment to the farm.
7 So that would be when I would assume \$1500 dollars a
8 month commercial rent --

9 Q. And who is Tynice (ph)?

10 A. Tynice (ph) is our landlord in the rental
11 home. So we have paid a total of \$82,000 in rent in
12 our rental house in McClellanville.

13 And the amount that I would assume should be owed
14 in rent if we were to look at it from the other side
15 would be 48,000 in commercial rent plus 45,000 in
16 residential rent.

17 And then the other way to look at it, the third
18 way of looking at it would be loss of use, the amount
19 of burden it has caused us to not have -- I mean, that
20 is our only financial asset really besides our cars is
21 that farm.

22 And we're not able to use it. We're not able to
23 borrow against it. We're not able to build on it.
24 We're not able to do anything. So we've just been
25 living in limbo for three years.

1 And, you know, at one point, I'm just kind of
2 looking at my kids and how old they were when we moved
3 into that house thinking it was a very, very temporary
4 situation. And now they've complete -- they're grown
5 now. They're growing up before my eyes and now
6 they're, you know, going into second and third grade.
7 And they were just toddlers when we moved in.

8 So we spent a significant amount of their
9 childhood years in this rental home that we never --
10 you know, we haven't been able to build a home. We
11 haven't been able to foster the kind of life we wanted
12 for them. For me, that's a big deal. That's the most
13 stressful part on my end.

14 Q. So the grand total on here is about \$192,800
15 plus your attorney's fees, correct?

16 A. That's right. And the --

17 Q. Which you said were about \$40,000?

18 A. Right. Yes, sir.

19 Q. You prepared this? This is your work,
20 correct?

21 A. Yes.

22 Q. And you prepared it to be here to show to the
23 judge today?

24 A. I did prepare it last night on very little
25 sleep, but it is all true to the best of my memory. I

1 did refer to old e-mails to get the numbers correct.

2 MR. O'KELLEY: Your Honor, at this time, we
3 move Exhibit Number 13 into evidence.

4 MR. MCGEE: No objection.

5 MR. O'KELLEY: That's all I have for you.
6 Please answer any questions Mr. McGee has for you.

7 CROSS EXAMINATION

8 BY MR. MCGEE:

9 Q. Mrs. Harn, this exhibit that you prepared,
10 this is a demonstrative exhibit, right? This is your
11 thoughts on paper?

12 A. Correct.

13 Q. And I'm going to go through this a little bit
14 with you. The Sass Herrin appraisal here, the \$600,
15 that was for the appraisal as presented to the Court
16 today?

17 A. Yes, sir.

18 Q. Okay. The Parker Land survey, the \$3750, do
19 you recall the date of that charge?

20 A. I have it in an e-mail. I could pull it up.

21 Q. Do you recall a loss range, a time period for
22 when that would have been?

23 A. It was probably around October of 2021.

24 Q. Okay. Was that before this suit was filed?

25 A. Yes.

1 Q. Okay. And what was the purpose of that
2 survey at this point in time?

3 A. We had reached an agreement with Nickie and
4 Jami to divide the property. This was an act of
5 mercy. We were tired of the emotional drain. We had
6 to get this settled, and we didn't want to do it
7 through the court system. We wanted to settle it with
8 them. We were trying to be as reasonable and generous
9 as possible.

10 Jami said that he absolutely would not agree to
11 anything unless they did not lose -- unless they kept
12 the house and did not lose any acreage. That they
13 wanted to still have 23 acres.

14 So we said, okay, well we can work that out but
15 there's going to have to be some kind of monetary
16 exchange to offset getting the house and the same
17 amount of acreage.

18 So we created this L-shaped thing just to make
19 them -- just to get it done. Because it didn't make
20 any sense to do a L-shaped tract of land, but we were
21 doing that just to get it done with. We wanted it to
22 be over.

23 So we hired the surveyors to come out and
24 complete the survey. And then all that needed to be
25 done to finish that was the surveyor said this

1 container that's Jami's container right by the
2 entrance, that that had to be moved so they could
3 finish the survey.

4 Q. Don't tell me what the surveyor said. But on
5 page 2, the \$110,000 that you allege was never paid
6 but was owed, do you see that?

7 A. Correct.

8 Q. That sum of money, was that the sum of money
9 that was contemplated for the financial exchange you
10 referenced a moment ago?

11 A. Yes.

12 Q. Okay.

13 A. That was what we had agreed to as being just
14 our cut our losses, move on kind of thing.

15 Q. So at that point in time, prior to this suit,
16 you had brokered an agreement, correct?

17 A. Yes.

18 Q. And that agreement was to divide it with the
19 L-shaped pattern, correct?

20 A. Uh-huh.

21 Q. With Nickie keeping the house and the square
22 and paying \$110,000?

23 A. Uh-huh.

24 Q. Is that a yes?

25 A. Yes.

1 THE COURT: You need to speak out.

2 WITNESS: I'm sorry. Yes.

3 BY MR. MCGEE:

4 Q. Okay. And no paperwork regarding that
5 settlement was ever finalized, correct?

6 A. Correct.

7 Q. And this case was filed while those
8 negotiations were going on, correct?

9 A. No. No. We let them know that we were no
10 longer interested in the agreement because they were
11 not following through at all on their end, and we had
12 already put -- financially put so much time and money
13 into this and they were making no effort to follow
14 through on their end.

15 So we said we have got to be done with this
16 situation. We cannot let this continue on forever and
17 us still not be able to use the property, us not be
18 able to do anything. So we said enough is enough. We
19 have to move on.

20 Q. So if I suggested to you there was an e-mail
21 sent from your husband in October 2021 telling his
22 sister not to worry about any notice of default from
23 the Court or any service by publication because you
24 all still had a deal, would that surprise you?

25 A. At one point, we said if y'all will continue

1 forward, if you will actually pay us the money, if you
2 will actually certify this and move the container and
3 do all the things you said you were going to do then
4 we will move forward.

5 But they never did. The container is still to
6 this day sitting where it was. The survey could never
7 be completed because they never moved the container,
8 and no money was ever exchanged. So we always planned
9 on moving forward with that deal, even though it was
10 to their major benefit.

11 Q. My question earlier was that settlement
12 negotiations on that settlement proposal were ongoing
13 even after this case was filed, correct?

14 A. We were still trying to work with them
15 however we could.

16 Q. Okay. Did you and your daughters live at the
17 farm in 2020?

18 A. We never claimed that as our primary
19 residence. We always had a primary residence. It was
20 always a weekend home. During COVID, we did all spend
21 a lot of time out there, but we always had a home and
22 a bed to sleep in.

23 Q. And when you say a lot of time, over what
24 period of time? What range of time did you and your
25 children stay there during COVID?

1 A. I don't recall the exact dates. But I do
2 know that when COVID happened, all of us flocked to
3 the farm to spend time outside, to spend time with the
4 animals, to garden, to do recreational activities.

5 So all of the Reavises and all of the Harns spent
6 a lot of time, lots of nights and weekends there. But
7 we did always have a primary residence.

8 Q. Okay. Now, have you included in your
9 analysis here of the loss of use any of that time
10 period in 2020?

11 A. The loss of use was only included for the
12 time that we have -- the locks were changed. We were
13 not welcome. We had been kicked off the property. We
14 had been not welcome there. We have been threatened.

15 It's just been very traumatic, really, for all of
16 us, especially my kids.

17 Q. And that occurred after the issuance of a
18 restraining order, correct?

19 A. It's been ongoing -- I'm sorry. Say that
20 again.

21 Q. The time period that you're referring to
22 where you lost access to this property, that occurred
23 after the issuance of the restraining order --

24 A. No. It was before then. We were not welcome
25 -- if we went out there, we were not welcome.

1 Q. Okay.

2 A. We spent as little time -- and Jami is
3 shaking his head at me. It's very distracting.

4 But we were always discouraged from being out
5 there. It was very stressful for any of us to even
6 try -- like, it just was not a comfortable situation.

7 Q. And that transition to this uncomfortable
8 situation occurred at some point between COVID in 2020
9 and the issuance of the restraining order?

10 A. We all got along and were doing well out
11 there, co-existing, spending many nights under the
12 same roof, working together as a family, having meals
13 together up until probably the end of 2020 is when
14 things went really sour.

15 And it just really came down to financial. You
16 know, the fact that we were not able to use our
17 property. It's our only financial asset, and we were
18 not able to build or move or mortgage or do anything
19 with this asset that we had.

20 Q. Okay. The \$5,000 for materials to the
21 roofer, do you still have the materials?

22 A. They're at the roofers house. We can't put
23 the roof on ourselves, so we have it there.

24 Q. Do you still own those materials?

25 A. Well, technically he has them in his

1 possession. I have never seen the materials, but we
2 paid for them in full.

3 Q. Okay. You don't have any information that he
4 has taken the materials away from you and forfeited
5 the \$5,000, do you?

6 A. No. But at this point, we don't own the
7 house to -- we're not able to do anything with the
8 materials.

9 We had purchased it because we were required by
10 the bank and by our insurance -- to get the insurance
11 to get the loan, we had to replace the roof.

12 So all of this was because you didn't sign that
13 piece of paper and said you were coming back the next
14 day to sign that piece of paper at Todd Manley's
15 office. Todd Manley agreed to that a hundred times
16 over.

17 Q. I'm not asking you what the mediator said
18 or --

19 MR. O'KELLEY: Judge, I think she's allowed
20 to explain her answer.

21 MR. MCGEE: Judge, I need the Court to
22 instruct her not to talk about what happened at
23 mediation. How can I impeach the testimony of what
24 the mediator allegedly said?

25 MR. O'KELLEY: That's not what she said at

1 all. She said she was at Todd Manley's office.
2 That's all she said.

3 THE COURT: All right. Go back to your
4 answer and then let me get the objection if you can
5 remember your answer.

6 A. Because we had reached an agreement and
7 Mr. McGee was supposed to come back and sign that
8 piece of paper the next day. Everyone agreed that he
9 said I will be right back to sign this piece of paper.

10 Never did. No one ever gave one lick of notice
11 that they were not following through with this deal.

12 We would never have sold that piece of property.
13 We would never have gotten pregnant. We would never
14 done all of these things that we were leading up to
15 purchasing this property had we known they were not
16 going to follow through.

17 We were absolutely devastated the day, September
18 27th, that they did not show up and did not follow
19 through. The reason that we had to purchase that
20 roof -- we would never have paid the \$5,000 for a new
21 roof if we didn't have to have the insurance to get
22 the loan. The insurance company made us get the roof
23 to get the insurance to get the loan. So all of this
24 is because that agreement was not held up.

25 THE COURT: Okay. All right.

1 MR. MCGEE: The question was just whether she
2 had any reason to believe that the \$5,000 for roofing
3 materials had been forfeited.

4 THE COURT: I think she answered that one.
5 As far as she knows, they're with the roofer. She
6 paid the money. The money been paid.

7 WITNESS: And it's non refundable.

8 MR. MCGEE: And this horse is dead, Judge.
9 BY MR. MCGEE:

10 Q. You acknowledge making a mistake on the
11 spreadsheet as to the property taxes?

12 A. Yeah, I was not sure exactly which years --
13 all I wrote down for property taxes was that we -- was
14 nothing under the item, and it was just that I was
15 going to go back and fill in those exact --

16 Q. No, you said: We have paid approximately
17 \$3,000 of taxes every year except one over the past
18 ten years.

19 A. Okay. So, yeah, I made a mistake. There
20 were two years.

21 Q. Do you have any evidence that you or Mr. Harn
22 paid the taxes prior to 2016?

23 A. Yes. We paid them every year before then.

24 Q. Do you have any evidence --

25 A. No. I didn't bring anything.

1 Q. Okay. You have \$93,000 down as damages for
2 the sale of that lot; is that correct?

3 A. No. That is the 93,000 is the loss of use.
4 It was for the certain amount of months of rent. And
5 I apologize the way that it printed out. They're not
6 exactly -- I had exactly how many months and how much
7 per month I had recorded.

8 But it would be the commercial rent since 2020 of
9 Reavis Landscaping for 48,000 plus the 45,000 for
10 residential rent for sole occupancy of the farm for
11 just that 18 months.

12 Q. You have \$45,000 down for residential rent,
13 sole occupancy to the farm. Residential rent claimed
14 by Harn, \$82,000, and you have commercial rent of
15 \$42,000. Correct?

16 A. 48, yeah.

17 Q. What is the \$93,000?

18 A. So the 93 is for -- the way that I calculated
19 it was either we can hold them to what they should
20 have paid us in rent or what we have so far paid in
21 rent. It didn't make sense to add both -- I'm not
22 asking to hold them accountable for both, what we've
23 paid in rent and what they should have paid in rent.
24 I'm saying it could go one way or the other.

25 Q. What I'm asking is how did you calculate

1 93,000?

2 A. That's where I'm going with it. What they
3 should have paid in rent at this point from my
4 perspective would be the 45,000 of residential rent
5 plus the \$48,000 of commercial rent. So that's where
6 we got 93,000.

7 And then the other way to calculate that would be
8 to scrap the 93 and say that the total was \$82,000,
9 which is what we have paid in rent.

10 Q. Okay. Do you have any recollection or
11 understanding of your husband living at the farm?

12 A. Not since I have been married to him.

13 Q. So as far as you know, Mr. Harn has never
14 lived at the farm?

15 A. I believe after his father passed, there was
16 a time that he lived there, and I believe it was
17 because Mr. Reavis had moved into their family home.

18 They had a family home at 1526 Diamond Boulevard.
19 And from what I understand, Mr. Reavis moved in there
20 with his dogs and his cars and boats and things, and
21 Jason felt they couldn't get along, so he moved to the
22 farmhouse.

23 Q. How long did he reside at the farm?

24 A. I have no idea. I don't think it was too
25 long because he told me that Nickie told him he had to

1 move out of it.

2 Q. Ma'am, you don't know how long he was out --

3 A. I don't know. I mean, that was in 2004
4 maybe. So I have no idea. He was a young kid who's
5 father had just passed. So he stayed at their
6 vacation home for a period of time. I don't know how
7 long it was.

8 MR. MCGEE: No further questions, Judge.

9 MR. O'KELLEY: Nothing further, Your Honor.

10 THE COURT: Mrs. Harn, when were y'all
11 married?

12 WITNESS: 2014.

13 THE COURT: 2014. Y'all have two children?

14 WITNESS: We have three. We just had a
15 newborn baby four weeks ago.

16 THE COURT: The first you were here, you were
17 pretty pregnant?

18 WITNESS: Yes, sir.

19 THE COURT: Okay. So it happened prior to
20 that. You were not really aware of it?

21 WITNESS: No.

22 THE COURT: So back to the rent that you --
23 what's your monthly rental?

24 WITNESS: It's currently 2200 a month.

25 THE COURT: And you have been in that house

1 since 2019?

2 WITNESS: Since October of 2019.

3 THE COURT: And what led to the rent of this
4 particular house in '19, which is prior to the
5 initiation of this suit?

6 WITNESS: We were spending more time in
7 McClellanville and we wanted our children to grow up
8 there and be in school in McClellanville.

9 But we wanted it to be fair. We wanted to
10 maintain a fair relationship with them. We wanted
11 to -- we made up an agreement that we would do one
12 week on, one week off with them.

13 We improved the property so we could all
14 enjoy it to a better degree. We never intended to
15 take over or move into that house a hundred percent.
16 We just wanted to be able to use it more. So we moved
17 to this rental home so that we could spend more time
18 and our kids could go to school in McClellanville.

19 But we felt like it was the fair thing to do
20 because we couldn't move into the farm -- we would
21 never have moved into the farmhouse and forced them
22 out or tried to build on the farm property without
23 them agreeing to that.

24 THE COURT: And they were or were not living
25 there?

1 WITNESS: They moved in March of 2020.

2 THE COURT: Is when they moved into the
3 farmhouse?

4 WITNESS: Uh-huh.

5 THE COURT: Was that by agreement at that
6 time?

7 WITNESS: At that time, we were all getting
8 along. We all were having a good time being together
9 during the COVID lockdown.

10 It was kind of like a hurricane party. We
11 were all cooking our meals together, raising our kids
12 together, doing the home school things together. And
13 just enjoying it as there was the whole period where
14 we thought is it going to be two weeks, two months?
15 And before you know it, it's six months that we're
16 still living in this limbo of COVID.

17 So for a long time, we just kept living week
18 to week. Like are we going to go back to normal? Is
19 everyone going to go back to home and work and
20 everything. So there was a big period of limbo there.

21 THE COURT: And then sometime towards the end
22 of 2020, things started to turn --

23 WITNESS: Towards the end of 2020. At some
24 point, put a bunch of in-laws under one roof, there
25 just weren't enough rooms for everybody and, you know,

1 different opinions.

2 THE COURT: Do you recall when y'all
3 purchased the lot in McClellanville near the school?

4 WITNESS: Yes. It was -- I believe it was
5 March of 2022. We had just purchased the lot right
6 before we went to mediation.

7 And we had just hired the movers. They were
8 slated to begin building in November of this past
9 year.

10 THE COURT: Okay. And then y'all sold it six
11 months later?

12 WITNESS: Right, yes.

13 THE COURT: Okay. Meanwhile, you're still
14 living at Beulah?

15 WITNESS: Yes, Your Honor.

16 THE COURT: Okay. This L-shaped proposal,
17 was this y'all's proposal to them and with a little
18 bit of cash to be paid? I think you said \$110,000.

19 WITNESS: Yes.

20 THE COURT: But that was not accepted or
21 never came to fruition?

22 WITNESS: Correct, yes.

23 THE COURT: And then it was after that that
24 this suit was brought?

25 WITNESS: Uh-huh.

1 THE COURT: And then you had the agreement at
2 mediation that never came to fruition, correct?

3 WITNESS: Correct.

4 THE COURT: All right. So what is it that is
5 your desire today? What it is that you seek?

6 WITNESS: Since 2018, we have sought
7 partition in kind. We have wanted to just make
8 whatever is fair. Partition in kind is what we would
9 prefer.

10 THE COURT: To divide the property?

11 WITNESS: Yes, sir.

12 THE COURT: And you're confident there's
13 enough property there?

14 WITNESS: Yes, sir.

15 THE COURT: Do you seek the house or would
16 you build a new house?

17 WITNESS: We would probably build or just use
18 the land. We would not -- we were interested in the
19 home until -- but now that that's their primary
20 residence, we're not interested in the home.

21 THE COURT: Okay. All right. And the land
22 itself, is it all unusable? Is it all buildable? Or
23 are some areas wet --

24 WITNESS: Some areas are wet and low, but
25 most of it is useable, at least even the lowlands, we

1 see value in.

2 THE COURT: Okay. Is there some marsh out
3 there?

4 WITNESS: There's some swamp. There's
5 protected swamp.

6 THE COURT: When you say protected
7 swamp . . .

8 WITNESS: I'm not sure about the legality of
9 the protection.

10 THE COURT: You could not build a house in
11 it?

12 WITNESS: No. Definitely could not build a
13 house.

14 THE COURT: But there's no conservation
15 easement?

16 WITNESS: No.

17 THE COURT: The property abuts the forest,
18 right?

19 WITNESS: Yes.

20 THE COURT: Okay. All right. Any follow-up?

21 MR. O'KELLEY: No, sir, Your Honor.

22 THE COURT: Very good. Mr. McGee?

23 MR. MCGEE: No, Your Honor.

24 THE COURT: All right. Mrs. Harn, thank you
25 very much. You may step down.

1 MR. O'KELLEY: Your Honor, that's our case.
2 For preservation purposes, I will move for directed
3 verdict on both causes of action.

4 As to the partition in kind, you have heard
5 what the valuation is. You've heard that they're
6 going to spend the \$650,000 agreement for what the
7 half interest is. We think we've proven beyond a
8 shadow of a doubt that that's a minimum of what the
9 property is worth.

10 You could divide this in kind depending on
11 where you see fit, giving credit maybe for some
12 acreage maybe because of the use of the house and
13 value of the land.

14 Your Honor does this on a regular basis. But
15 we think we have proven there's no material fact that
16 it can be divided in kind. You've heard that there is
17 a recorded -- in fact, it's been introduced in
18 evidence, a recorded easement. And Your Honor said if
19 we need to come back later and fight over an easement
20 later, that's what this Court is for.

21 We also think we have proven nuisance beyond
22 any doubt. There's been pictures of dumping and trash
23 and rotten meat and waste disposal. There should be
24 some damages for that. You have seen the damages
25 spreadsheet.

1 So we think that's all in and we think we
2 have proven it to the burden we're required and there
3 are no issues of fact. I understand this Court's
4 typical ruling on directed verdicts, but now I have
5 made it for the record, Your Honor.

6 THE COURT: All right. Very good.
7 Mr. McGee?

8 MR. MCGEE: Significant issues of fact still
9 remain. Significant factual defenses as to the
10 nuisance claims, what those materially, factually
11 were.

12 The question on the value of the property is
13 still unclear. Opposing counsel likes to refer back
14 to the 650 valuation for a half interest but that is
15 significantly more than their own appraiser testified
16 as to value.

17 And we still don't have an appraiser that has
18 testified yet today that can tell the Court what the
19 value of the property is today, and we also have
20 settlement negotiations that have been introduced that
21 significantly differ from the valuations presented.

22 So we have a valuation question. We have a
23 question of whether partition in kind is possible, and
24 we have significant factual issues as to the nuisance.

25 THE COURT: Okay. I'm going to deny the

1 motion at this point.

2 Are y'all ready to proceed?

3 MR. MCGEE: We are. The one issue I have,
4 Bart Smith was available virtually. He's driving back
5 from Hilton Head with his family in the car. I don't
6 know that I'm going to be able to get him here by
7 today.

8 And this is a personal issue, but I do coach
9 my kid's T-ball team, and that's at 6 o'clock tonight.
10 So I prefer to whatever extent possible that we don't
11 interfere with those nine little kids and a coach for
12 some reason they like.

13 And so we have two witnesses here today. I
14 think probably use up the rest of the day just on
15 those witnesses. I expect there will be significant
16 cross on both of them.

17 THE COURT: Let's press forward and cross
18 that bridge when we get there.

19 MR. MCGEE: The defendant calls Nicole Reavis
20 to the stand.

21 THE COURT: Mrs. Reavis, come on up.

22 NICOLE REAVIS having been duly sworn to tell
23 the truth, the whole truth, and nothing but the truth,
24 was examined and testified as follows:

25 THE COURT: Give me your full name and

1 address, please.

2 WITNESS: Mary Harn Reavis. 1506 Highway 45,
3 McClellanville.

4 THE COURT: And that's the property address,
5 is it not?

6 WITNESS: Yes.

7 THE COURT: Very good. Thank you.

8 DIRECT EXAMINATION

9 BY MR. MCGEE:

10 Q. Mrs. Reavis, how did you come to own this
11 property?

12 A. My father. When he passed away, he left it
13 to my brother and I.

14 Q. Okay. And your father, would that be a will?

15 A. That's right.

16 Q. And did your father leave anything else to
17 you and your brother jointly in his will?

18 A. Yes. He pretty much left us --

19 MR. O'KELLEY: Your Honor, I'm going to
20 object. This is the same line of questioning you
21 limited on cross as to my client. Again, we're here
22 about a specific piece of property.

23 What Mr. Harn left to Jason Harn and
24 Mrs. Reavis is really irrelevant to the issue at hand.

25 MR. MCGEE: Judge, it's not exactly the same

1 issue. It's just what was left. I'm establishing
2 some history, some background. I don't intend to get
3 into what into every little thing that was left. But
4 there's three big pieces and how those were handled.

5 THE COURT: Okay. Go ahead. You're going to
6 stick with real estate?

7 MR. MCGEE: Real estate in business?

8 MR. O'KELLEY: No, Your Honor. He wants to
9 go into the business. Oh, poor, Mrs. Reavis. She
10 didn't get as much as Mr. Harn so she should be --

11 THE COURT: I don't find that relevant. You
12 want to talk about the real estate, we'll talk about
13 it. But we're here for one piece of real estate.

14 MR. MCGEE: Just the agreement as to how the
15 parties decided to purchase one party's interest out
16 of the jewelry store I think is relevant as to how --
17 and what we're going to get into, Judge, is how we got
18 -- so we just allowed Mrs. Harn to get into settlement
19 negotiations pre-suit and after the date of filing
20 about a \$110,000 sum.

21 So the course of dealings and the history
22 between these parties of how they paid these sums and
23 bought each other out is relevant to what was just
24 testified to as to this \$110,000.

25 So in equity and who has been reasonable,

1 there's been a lot of allegations about my client
2 being obstinate and unreasonable and those kind of
3 things.

4 So this testimony is important to establish
5 how they handled every other situation until this one
6 and that's the reason to ask it. It's three
7 questions.

8 MR. O'KELLEY: Your Honor, you limited it
9 before. What's good for the goose is good for the
10 gander.

11 THE COURT: I think we need to stick with
12 this one. It's too easy to get far field. I'm going
13 to sustain the objection. Let's go forward.

14 BY MR. MCGEE:

15 Q. Okay. You inherited two pieces of real
16 property from your father as tenants in common with
17 your brother?

18 A. Actually three.

19 Q. Okay. What were those three properties?

20 A. It was the Crown Pointe house in
21 McClellanville; it was a lot in Copahee; and also the
22 McClellanville farm.

23 Q. And the other two properties have since been
24 disposed of, correct?

25 A. Correct.

1 Q. Okay. And ownership of those properties was
2 resolved?

3 A. That's correct.

4 Q. And the last remaining property that you
5 owned with your brother from your father's estate is
6 this McClellanville property?

7 A. That's correct.

8 Q. And do you recall off the top of your head
9 approximate timeframe when you inherited this from
10 your brother?

11 A. My dad passed away in 2002, and I think it
12 took about a year for everything to go through. So
13 2003.

14 Q. And how was ownership, access, the use of
15 this property been handled starting in 2002?

16 A. What do you mean?

17 Q. How did you and your brother handle the fact
18 that you both owned this property starting in 2002?

19 MR. O'KELLEY: Your Honor, I think it's 2003
20 is when they inherited it. That's Exhibit Number 1.

21 MR. MCGEE: I apologize. 2003.

22 A. There was no handling -- like financially how
23 did we handle it? Or what do you mean?

24 BY MR. MCGEE:

25 Q. Well, who was using the property starting in

1 2003?

2 A. I didn't go out there until about 2015 until
3 my son wanted to have his birthday party out there. I
4 didn't go because my brother was there most of the
5 time. He stayed there on the weekends or whenever he
6 wanted to.

7 Q. Did he ever live at the farm?

8 A. Yes.

9 Q. For what years did he live at the farm?

10 A. On and off whenever he wanted until he was
11 married I guess.

12 Q. Okay. So that was from 2003 until when?

13 A. I'm not sure exactly when. I mean, I didn't
14 start going out there until 2015. I believe it was
15 2015. And then we didn't decide to do the every other
16 week until probably 2018 maybe, 2017, '18.

17 Q. Okay. So from 2003 to 2013, who had the
18 exclusive use and possession of the property?

19 A. Jason.

20 Q. Your brother?

21 A. Jason.

22 MR. O'KELLEY: Your Honor, I'm going to
23 object to that. That calls for a legal conclusion.
24 She's already testified that she owns half of it.
25 Exclusive use and possession is ultimately a legal

1 conclusion.

2 THE COURT: Noted. Overruled. Go ahead.

3 BY MR. MCGEE:

4 Q. So during that time period, do you recall how
5 -- and the time period I am referring to is 2003 to
6 2013. Do you recall how financial obligations related
7 to that property were handled?

8 A. Yes. Jason and I both owned the jewelry
9 store, and the jewelry store paid all of the expenses
10 to McClellanville.

11 Q. Okay.

12 A. Until 2009, until I no longer was a part of
13 the jewelry store.

14 Q. Okay. So you owned a business together and
15 all of the expenses for that property were paid
16 through the business?

17 A. Through the business, that's correct.

18 Q. And did you own that business equally?

19 A. Yes.

20 Q. Okay. And at some point -- you said 2009 --
21 you no longer owned that business equally with your
22 brother?

23 A. That is correct.

24 Q. Okay. And tell me how that came to occur.

25 A. We were not getting along at the jewelry

1 store. We were both owners, and we just were not
2 getting along at all.

3 And so pretty much I was given the option to
4 either sell the jewelry store or he would buy me out,
5 and I did not want to see the jewelry store go down
6 like that and so I allowed him to buy me out.

7 Q. What were the terms of that buyout?

8 MR. O'KELLEY: And, Your Honor, again, I
9 don't know where we're going. This is beyond the
10 scope of the real estate.

11 THE COURT: I agree. But somehow this is
12 going to get the taxes paid, I believe. Is that where
13 we're going?

14 MR. MCGEE: Well, all of the bills are being
15 paid through the business and that stops at a certain
16 point, so I need to just establish when that point in
17 time it was.

18 THE COURT: Let's ask her that question.
19 Let's get onto the relevant time period.

20 A. So it was -- I received a sum of money. I
21 received the lot in Copahee and Jason paid me a
22 thousand dollars a month for the following six and a
23 half, almost seven years.

24 BY MR. MCGEE:

25 Q. And that ended when?

1 A. It was a thousand dollar payments. I can't
2 remember the exact amount. But it was like six years
3 and eight months I believe from May of 2009. So
4 whatever that is.

5 Q. Okay. And so did Jason ever reduce your
6 monthly payment in December of any year by --

7 A. My December payment always went to pay the
8 taxes and sometimes part of my January payment went to
9 pay the taxes just depending on what the tax bill was.

10 Q. And so you did contribute to half the payment
11 of the taxes pre 2016?

12 A. Absolutely.

13 Q. And you contributed as far as you know from
14 2003 to 2016, you equally contributed to the tax
15 obligations for the farm each year?

16 A. Yes.

17 Q. Okay. And then --

18 MR. O'KELLEY: And, Your Honor, I've been
19 patient. But this is his witness, and he's leading
20 like a blind person. If he could not ask leading
21 questions.

22 THE COURT: Okay. So we're up to about 2016?
23 Is that where we are?

24 MR. MCGEE: We are.

25 THE COURT: All right. I just did -- that's

1 80 months, so you got paid 80,000.

2 WITNESS: I think it was 88,000.

3 THE COURT: 88,000 plus the lot in Copahee
4 and bought your business.

5 Got it. Okay. Let's move to their lot.

6 BY MR. MCGEE:

7 Q. Okay. Do you have Defendant's Exhibit 6 in
8 front of you?

9 Are you familiar with those documents?

10 A. Yes.

11 Q. Okay. What are they?

12 A. They are the tax bills.

13 Q. Okay. And do they show you paying two years
14 of taxes out of the five years referenced there?

15 A. It does, yes.

16 Q. Okay. And so in the amended summons and
17 complaint filed on January 27th, 2023, your brother
18 alleges that you failed and refused to pay for the
19 taxes.

20 Do you recall that being in the amended summons
21 and complaint?

22 A. I do.

23 Q. Is that true?

24 A. That is not true.

25 Q. Now, did you also procure insurance for the

1 farm at any point between 2003 and 2020?

2 A. I did.

3 Q. Okay. And who paid for the insurance on the
4 farm during those years?

5 A. My husband and I.

6 Q. Okay. As far as you know, did Jason, your
7 brother, ever pay for any of the insurance costs?

8 A. I believe that is why he paid one year of
9 these taxes was because we paid the insurance, so he
10 paid the taxes.

11 Q. So at one point, you had an agreement to
12 offset your responsibility for taxes given that you
13 were paying the insurance?

14 A. Correct.

15 (DEFENDANT EXHIBIT NUMBER 7 WAS ADMITTED INTO
16 EVIDENCE.)

17 MR. O'KELLEY: Judge, I'm going to object.
18 Unless we have someone from State Farm here, this is
19 hearsay.

20 MR. MCGEE: Judge, it's her policy procured
21 and paid. It's not being offered as to what is
22 covered by the insurance, only that it's a bill
23 addressed to her in her name that she paid.

24 MR. O'KELLEY: Generated by State Farm.
25 There is no one from State Farm to say we generated

1 this bill. It's hearsay, Your Honor.

2 THE COURT: I'm going to overrule it. Go
3 ahead.

4 BY MR. MCGEE:

5 Q. Mrs. Reavis, are you familiar with this
6 document?

7 A. I am.

8 Q. What is it?

9 A. It's our insurance policy.

10 Q. Okay. And it's insurance policy covering the
11 farm?

12 A. Correct.

13 Q. And does it show annual premium amount?

14 A. Yes, it does.

15 Q. And what is that annual premium amount?

16 A. It is \$1,920.

17 Q. Okay. And is that roughly -- what's your
18 understanding of the average cost of insurance for the
19 farm?

20 A. I really have no idea.

21 Q. Okay. Do you believe it's -- do you have any
22 information or reason to believe the insurance amount
23 or cost fluctuated over the years?

24 MR. O'KELLEY: Objection. Leading. The
25 leading is over the top.

1 THE COURT: Sustained.

2 (DEFENDANT EXHIBIT NUMBER 8 WAS ADMITTED INTO
3 EVIDENCE.)

4 Q. Are you familiar with that document?

5 MR. O'KELLEY: Same objection as before.
6 This is an out-of-court statement. There's no one
7 here from State Farm to testify as to this document.

8 THE COURT: Noted. Overruled. Thank you.
9 BY MR. MCGEE:

10 Q. Ma'am?

11 A. Yes. Yes, I recognize the document.

12 Q. Is that insurance policy related to coverage
13 from September 2018 to September 2019?

14 A. Yes, it is.

15 Q. Okay. And what was the cost that year for
16 the insurance?

17 A. \$1,843.

18 Q. And, now, other than what you testified to as
19 to the trade for the property taxes one year, do you
20 have any other information or reason to believe that
21 Mr. Harn contributed to the insurance cost on the
22 farm?

23 MR. O'KELLEY: Objection. Leading still.

24 THE COURT: Sustained.

25 BY MR. MCGEE:

1 Q. Did Mr. Harn ever contribute to the insurance
2 costs?

3 MR. O'KELLEY: Still leading.

4 THE COURT: Go ahead and answer.

5 A. He did not.

6 BY MR. MCGEE:

7 Q. Did you or your husband ever make any repairs
8 to the farm?

9 A. We have.

10 Q. Okay. Tell me about those.

11 A. We have redone the upstairs bedroom; pulled
12 out the carpet; put down hardwood floors; painted the
13 room; removed the popcorn ceiling; replaced a couple
14 of toilets, a couple of sinks, the floors in the
15 bathroom; pressure washed the house several times;
16 painted the house; placed a lot of fencing out there.

17 My husband has done all of the bush hogging, lawn
18 care, for years since we have been together which is
19 2004.

20 Q. Okay. I'm asking just about repairs at this
21 point.

22 A. The house and the fencing. And, I mean, I'm
23 sure there's more. Septic tank, the drain field.

24 Q. Any repairs to the barn?

25 A. Yes. He's rebuilt the walls in between. I

1 mean, he could probably tell you more about that than
2 I can. But, yes, he's replaced and redone the barn,
3 yes.

4 Q. And what necessitated a repair to the barn?

5 A. What do you mean?

6 Q. What had to be repaired?

7 A. It was rotten, and it was like -- the walls
8 were caving in and falling apart.

9 Q. Okay. And did the roof actually collapse?

10 A. Yes, and the roof collapsed.

11 Q. Now, the debris after the roof collapsed, is
12 that depicted in any of the pictures presented as
13 Plaintiff's Exhibit Number 10?

14 A. Which is? Is that the yellow?

15 Q. That's the yellow exhibit sticker.

16 I will direct your attention to this picture.
17 There's no page numbers to this exhibit.

18 A. I mean, I'm really not positive.

19 Q. Okay. You heard your brother testify as to
20 an HVAC leak or issue earlier today.

21 A. Yes.

22 Q. Okay. Do you recall your repairs being made
23 to HVAC?

24 A. Yes.

25 Q. Okay. Can you tell me about that?

1 A. Yes. You're talking about the leak in the
2 ceiling; is that correct?

3 Q. Correct.

4 A. Yes, it has been repaired.

5 Q. Okay. And how was it repaired?

6 A. I don't know all the technical terms for
7 that. But, I mean, it's not leaking anymore. I know
8 that. I don't know the terms of construction stuff.

9 Q. So when your brother testified earlier today
10 that had not been repaired, was that false?

11 A. It has been repaired.

12 Q. Now, maintenance, you said as to
13 maintenance -- and not leading. I'm just making sure
14 we're on the same page. As to lawn care and bush
15 hogging, what were you saying about that?

16 A. My husband has done all the maintenance out
17 there since we have -- well, since before we were
18 married. Since 2003, 2004.

19 Q. Okay. And how often was that maintenance
20 done?

21 A. Several times. I mean, several times a year
22 that him and his crew would go out there for a couple
23 of days. And that's been over the course of, what, 20
24 years.

25 So, I mean, I can't actually put a solid number

1 on it, but they would go and clean up the whole area
2 and it would take a few days at a time, and he would
3 do that several times a year.

4 Q. And as to the lawn care?

5 A. Yes. My brother had a push mower and he push
6 mowed the grass around the house, but everything else
7 was done by Jami.

8 Q. And you mentioned a septic system. Can you
9 tell the Court more about that?

10 A. Yes. So the septic -- and there were a few
11 times when we were all staying there together that the
12 septic would get backed up or clogged or whatever and
13 Jami would have to -- and, again, I don't know all the
14 terms for all this stuff.

15 But he would have to get the lid and pull the lid
16 off and get down in there and clean it out. And it
17 was pretty gross. And so he did that, and then he
18 redid the drain field and made it so it was all
19 properly working.

20 Q. Now, as to these improvements and maintenance
21 and repairs that we've discussed, who paid the cost of
22 those?

23 A. My husband Jami.

24 Q. Okay. Did Jason contribute to any of those
25 repairs or costs?

1 A. No.

2 Q. Okay. Did you ever seek reimbursement from
3 Jason for any of those repairs or costs?

4 A. Nope, I did not. And, in fact, there were
5 times when the septic tank -- we would have the lid
6 off and I was helping Jami, and Jason just sat there
7 and watched us when we were all staying there
8 together.

9 Q. Are there any other repairs, maintenance, or
10 improvements that you and/or your husband did to this
11 property that we haven't discussed today?

12 A. I'm sure there are. I'm just drawing a blank
13 on that. I'm sure there's --

14 Q. Okay. Now, there's been some discussion
15 about the access roads to this property.

16 A. I did just think of a few other repairs. The
17 refrigerator had to be replaced a couple of times
18 because my brother -- when the electricity was in his
19 name, he didn't pay the electricity, and we were gone
20 snow skiing. And he was aware of this.

21 And when we came home, came back, the whole place
22 smelled so bad. It happened twice actually. I think
23 one refrigerator, we were able to salvage but the
24 other one we ended up having to throw out because he
25 refused to pay the electricity.

1 Q. And who actually -- did you pay for the
2 electricity at the farm?

3 A. From what -- so the jewelry store always paid
4 all the bills until -- I know until like 2009. And
5 then he had paid it. Because like I said, I never
6 went out there at all. I never used the house until
7 my son had his birthday party out there.

8 When that happened was about the time that Jason
9 had the electricity turned off. And I don't know the
10 exact year, but we -- it's been in our name and we
11 have paid it since then except for 2019 when him and
12 his family were living there.

13 Q. Okay. Let's talk about that. In 2019, you
14 said he and his family were living there. Can you
15 explain that?

16 A. They were Airbnb-ing their house out in Crown
17 Pointe, so they were staying in McClellanville.

18 Q. Okay. So they were living at the farm in
19 McClellanville?

20 A. They were. I don't know if that was their
21 primary residence. Crown Pointe obviously was, but
22 they were renting that out every week.

23 Q. And renting out to short-term rentals?

24 A. Yes. Until I think the HOA said that wasn't
25 allowed I think.

1 Q. And do you know for how many months in 2019?

2 A. I don't know for sure.

3 Q. And while they were living there, what was
4 your access to the property?

5 A. I went out there and visited but we didn't
6 stay. I mean, in fact a couple of times they rented
7 out my bedroom downstairs to -- I guess it was like a
8 VRBO kind of thing.

9 Q. Okay. Okay. And do you have -- it was your
10 understanding they were generating income from that?

11 A. I'm not sure how many times it happened.
12 Like I said, when they were there, I didn't go that
13 much.

14 Q. Now, at some point, your husband bought 17
15 adjacent acres, correct?

16 A. That's correct.

17 Q. And had anyone in your family as far as you
18 know used the Bootise Way road prior to that?

19 A. No.

20 Q. Okay. What happened with the Bootise Way
21 road after that?

22 A. We were allowed to use it. We didn't really
23 just because we had access through the other easement.
24 I think Jason used it a few times and him and the HOA
25 lady had a falling out, and I think he was told not to

1 use it anymore. But like you said, the cops did come,
2 and the cops said it was okay.

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

5 THE COURT: Sustained.
6 BY MR. MCGEE:

7 Q. When you said Jason and the HOA lady had a
8 falling out, can you clarify that for the Court?

9 A. Well, she ended up calling the police.

10 MR. O'KELLEY: Objection. Hearsay. Telling
11 us what the HOA lady said or did.

12 THE COURT: Did it have to do with use of the
13 road?

14 WITNESS: Yes.

15 THE COURT: All right. Asked him not to use
16 the road?

17 WITNESS: Correct.

18 THE COURT: Okay. Thank you.

19 BY MR. MCGEE:

20 Q. Was there a further dispute with the HOA
21 lady? I don't want to know what was said --

22 A. There's a whole police report about it.

23 Q. And did you witness the events in the police
24 report?

25 A. I didn't witness. I was out of town. Keenan

1 and Jason and Jami all witnessed what happened. The
2 following Monday when I went to leave to go pick up
3 the kids, she was sitting outside of our road and shot
4 me the bird. So I kind of figured something was going
5 on.

6 When I left, there was a cop turning down Audri
7 Lane and another one on 45, so I realized that it
8 wasn't good. So I turned around and went back, and
9 she was very upset?

10 THE COURT: And she was whom?

11 WITNESS: The HOA lady. Her name is Jocelyn.

12 THE COURT: Okay.

13 BY MR. MCGEE:

14 Q. Did you witness any other incident between --
15 what's the HOA lady's name?

16 A. She's not the HOA lady anymore. But her name
17 is Jocelyn.

18 Q. Did you witness any other altercations
19 between Jocelyn and your brother?

20 A. No.

21 Q. There's been some discussion of attempts to
22 resolve this pre suit. Have you heard that testimony
23 today?

24 A. Yes.

25 Q. Okay. Can you tell the Court what happened?

1 What led up to those discussions, what happened, and
2 why it wasn't ever effected?

3 A. Sure. So Jason had -- well, we were all
4 staying there together in 2020. And around the
5 beginning of 2021 I guess, Jason said that, you know,
6 he wanted to split the property.

7 We had bought the 17 acres in front of that
8 because we thought we had all agreed we weren't going
9 to split the property. We bought the 17 acres then he
10 wanted to split the property.

11 He got it surveyed. We all sat down, the four of
12 us, at a table and had to take a couple of minute
13 breaks because things kept getting heated.

14 That's when we came up with the L-shaped plan.
15 But little did I know, he was already starting the
16 process of -- he was already filing the papers before
17 that and tried to have me served when he knew I was in
18 Kentucky. Keenan actually had had a get-together for
19 my daughter because we were going to pony finals in
20 Kentucky.

21 And they tried to have me served paper three
22 times while I was in Kentucky. The first time, my son
23 told them I wouldn't be home for like seven to ten
24 days and they came back like three days later.

25 Then they came back a third time. And because

1 they couldn't find me, he ran an ad in the city paper.
2 We literally talked the day before I left and like two
3 days after I got back, which was in August. And I
4 guess the ad was run in like September 2021 or
5 whenever.

6 Q. At some point, did you receive a
7 communication from -- or a letter from his lawyer,
8 Jeff Spell?

9 A. Yes. And I asked Jason what this was about.
10 There's a text message that I had screenshotted. And
11 I asked Jason what are these papers that says I've
12 been served?

13 And he said just ignore it. I said did we not
14 come to a verbal agreement? And he said we did, just
15 ignore it. And I said am I going to get in trouble?
16 And he said no. And that's when he tried to have me
17 in order of default I guess.

18 Q. Okay. And at what point did you hire a
19 lawyer?

20 A. I came and I spoke to you and that's when I
21 found out. I didn't even know that I was in default,
22 because him and I had been talking this whole time.

23 Q. And did you have an understanding as to
24 whether that agreement was going to work?

25 A. I thought so. And then they even asked me in

1 November to come by the jewelry store, that there were
2 some papers that I needed to sign because they needed
3 to be notarized.

4 And I went by. I signed them. And then a few
5 weeks later is when Jason started coming to the
6 property. And he blocked me in at the barn and just
7 was yelling and cussing me.

8 And I said what is going on? And he said your
9 husband ruined that deal for you. So I ended up
10 calling and figuring out that there were just a few
11 things that needed to be done for the agreement, the
12 L-shaped, how we had agreed, to go through.

13 And I sent that paper to Keenan, and she said she
14 had no idea about it and that those were the things
15 that were holding her up. And I said, well, it
16 doesn't sound like Jason wants to do this anymore.

17 So, you know, things that they were saying to me
18 and things they were doing were different.

19 Q. Okay. So what efforts did you make or what
20 did you do in furtherance of that proposed agreement?

21 A. Well, they were wanting me to give them
22 \$110,000 with no paperwork. They just say, hey, give
23 me \$110,000 and there was nothing signed or anything.

24 And I told them I wasn't going to do that. So
25 the minute that they said they need these notarized

1 papers, I went right over there within 30 minutes,
2 signed them, and I thought everything was moving along
3 fine.

4 And it wasn't until I got notice that I was in
5 default when I came to your office just a few days
6 later that it wasn't going that way.

7 Q. Okay. And did you personally make any effort
8 to investigate the viability or anything of this
9 agreement?

10 A. Yes. I made several phone calls and I spoke
11 with -- I'm not sure. I think it was like a Tamara or
12 somebody. And that's the one that sent me over the
13 paperwork that said that they sent it back to their
14 surveyor, so they should have known about it. But it
15 just took me a few phone calls to figure out.

16 Q. Did you have any communications with
17 Charleston County or any other government officials as
18 to whether this deal could happen when it was being
19 negotiated?

20 A. It was through Charleston County because I
21 got her number off charlestoncounty.org.

22 Q. Were you actively participating in trying to
23 make this deal happen?

24 A. Yes.

25 Q. And your efforts continued until when?

1 A. Until I was in order of default and I
2 realized that that wasn't going to happen.

3 Q. And as to the specific terms of that proposed
4 agreement, can you tell me how those terms were
5 reached?

6 A. We all sat down at a table and we had the
7 plat in front of us. We said we both get equal amount
8 of land. And because we had the structures on our
9 part, we were going to give them 110,000 I think it
10 was.

11 And but we sat at that table for quite a while
12 and had to take several minute breaks because things
13 were getting very heated.

14 Q. That \$110,000 was intended to offset for the
15 value of the structures?

16 A. That's correct, the house and the barn and
17 the other shed.

18 Q. And how do you value -- or what are the
19 structures worth in your opinion?

20 A. I mean, I would think that the house is
21 not -- I would say it was made for a weekend house.
22 It was made for my dad to go up there on the weekends.
23 It's not anything extravagant. My guess would be
24 200,000 at the most.

25 The hangar, I really have no -- I really don't

1 have much of a -- I mean, I really couldn't say. I
2 mean, the shed, it's just like a couple basically like
3 plywood put together like a doll house almost.

4 Q. And one of those structures you and your
5 husband actually brought on recently?

6 A. That's not included in that.

7 Q. Okay. Do you want -- do you value the
8 structures -- and I don't need dollars. Do you value
9 those in terms of what you would want to get out of
10 the situation?

11 A. I have no really interest in any of them.

12 Q. So if given a choice between land or more
13 land --

14 A. The only reason why I'm in the house now is
15 because when we sat down and we agreed, that was part
16 of the agreement, that I was going to get the house.
17 I didn't necessarily want the house. But when we all
18 sat down, that's just kind of how it panned out.

19 Q. So did you -- I want to make sure I
20 understand. That was a concession you were making?

21 A. What do you mean?

22 Q. You didn't -- you were not actively seeking
23 to get the structures in that negotiation?

24 A. No.

25 Q. And your husband had previously bought the 17

1 acres --

2 A. -- to build. Because we were going to build
3 there and live there.

4 Q. And did you own a home in Snee Farm?

5 A. Uh-huh.

6 Q. Is that a yes?

7 A. Yes.

8 Q. And what happened to that home?

9 A. We sold it because we were planning on
10 building on the 17 acres.

11 Q. And tell me about that plan you had to build
12 on the 17 acres.

13 A. Well, it fell through after all of this
14 occurred and we -- I realized that they weren't
15 splitting the property like we had originally agreed.
16 So we were kind of in limbo. I wasn't going to build
17 on a house when I still was living in that house.

18 Q. So your original plan was not to end up in
19 this house?

20 A. Our original plan was not to split the
21 property. That's why we were renting and we bought
22 the 17 acres to build.

23 Q. Now, you heard testimony earlier that
24 everyone was living together at the farm in 2020 and
25 things were going okay?

1 A. That's correct.

2 Q. Okay? You agree with that?

3 A. I do.

4 Q. Okay. Can you tell the Court what happened
5 that changed that arrangement or that environment?

6 A. To be honest, everything was fine until Jason
7 went to rehab. And when he came back from rehab, he
8 just -- him and Jami actually got along great before
9 rehab.

10 They were like little buddies all the time,
11 hanging out all the time. And when he came back from
12 rehab, I guess he just was triggered somehow and
13 didn't want us around.

14 Q. Okay. And when you say Jason went to rehab,
15 what do you mean by rehab?

16 A. He went to Tennessee to rehab. I don't
17 really know the details, but I know he didn't stay as
18 long as he was supposed to do, and he came back early
19 and he came back angry.

20 Q. And when you say rehab, is this a physical
21 rehabilitation?

22 MR. O'KELLEY: Your Honor, I don't see what
23 my client possibly going to rehab has to do with the
24 property. Again, this seems to be --

25 THE COURT: I'm going to give him some

1 leeway. Go ahead and answer that.

2 A. It was not a physical. It was for -- a drug
3 rehab.

4 BY MR. MCGEE:

5 Q. Okay. And so what happened specifically
6 after this rehabilitation program that led to y'all
7 not being able to get along?

8 A. That's when he came back and he wanted --
9 before he went, I thought everything was okay not to
10 split the farm. That's why we bought the 17 acres and
11 we were going to build.

12 But when he came back, he came back angry and
13 didn't want anything to do with my husband and I. He
14 wanted everything for himself.

15 Q. Okay. What actions on your brother's part
16 caused you to come to that conclusion?

17 A. Well, I mean, he basically said that. And
18 he -- him and I were working together to split the
19 property but then he was going behind my back and
20 filing paperwork.

21 You know, because when I got served papers, I was
22 totally caught off guard because I asked him -- I said
23 what does this mean that I've been served papers? Did
24 we not come to a verbal agreement? And he said, yes,
25 we did.

1 So the things he was saying and the things he was
2 doing were different.

3 Q. Now, what else transpired after that that
4 caused you to have concerns about living in proximity
5 with your brother?

6 A. There were several. I mean, he's come to the
7 farm. He's very -- he likes to intimidate. He's come
8 to the farm and blocked me in by the barn and, you
9 know, yelled and cussed.

10 And that's when I -- the restraining order
11 against him is for that and because of him raising his
12 fist at my son. It's just not a good idea. He's just
13 very unstable, and he has it out for my husband and my
14 child.

15 Q. How old is your child?

16 A. He's 17 now.

17 Q. And how old was your child at the time of the
18 incident?

19 A. 15. He had posted something on social media,
20 and my son was at home and he saw it. And he went
21 outside and he asked him, you know, why are you
22 posting things on social media? That's very immature.
23 We're family. And Jason raised his fist at Grayson ad
24 Grayson --

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

1 She wasn't there. She doesn't know.

2 THE COURT: Sustained.

3 BY MR. MCGEE:

4 Q. As far as you know, does your brother have a
5 diagnosed illness?

6 A. Yes. He's bipolar.

7 Q. Okay. And does your brother as far as you
8 know take medication for that?

9 A. I do not know.

10 Q. Okay. Are you able to note -- do you know
11 whether your brother ever actually took medication for
12 it?

13 A. Yes. He was on medication at some point.
14 That's when him and Jami got along. I mean, I don't
15 know for sure. I don't know what he does, if he's
16 actually taking his medicine or not. But you can tell
17 by his behavior when he's nice and when he's not.

18 Q. Do you have concerns for your safety, for
19 your children's safety, around your brother?

20 A. Yes.

21 Q. Now, there's been -- you've heard some
22 testimony about your husband running a commercial
23 enterprise or something from the farm today; do you
24 recall that?

25 A. Yes.

1 Q. Can you respond to that in front of the
2 Court?

3 A. He keeps his trailer there, but most of the
4 stuff is on our 17 acres. So I don't really know what
5 running an enterprise, what that actually -- what they
6 mean by that.

7 Q. Okay. And so your husband actually rented a
8 facility of a lot -- storage facility in Mt. Pleasant,
9 correct?

10 A. Right. Until 2020 I believe.

11 Q. Okay. And is that when you moved to
12 McClellanville?

13 A. That's correct.

14 Q. Okay. And has your husband done any mining
15 at the farm?

16 A. Mining? Like what do you mean mining?

17 Q. I'm not sure. If you look at what's been
18 marked as Plaintiff's Exhibit -- this one, the
19 spreadsheet.

20 A. I don't think we mine out there. It's not
21 like any gold or anything.

22 Q. If you look at the last page of that exhibit.

23 A. Which one?

24 Q. If you look on page 3 of what's been marked
25 as Plaintiff's Exhibit 13.

1 A. Okay.

2 Q. In the middle of that paragraph, Mrs. Harn
3 says he, presuming Jami, has used it for storage,
4 dumping, mining, base of operations for employees and
5 equipment.

6 Do you see that?

7 A. Yes.

8 Q. Okay. Has your husband done any mining at
9 the property?

10 A. Not that I'm aware of.

11 Q. Do you think you would be aware?

12 A. I would think so.

13 Q. Okay. Has your husband engaged in dumping at
14 the property?

15 A. No.

16 Q. Okay. Now, we've seen some pictures of piles
17 of debris. Do you have any understanding of what
18 those piles actually are?

19 A. I mean, it looks like burn piles, where the
20 burn pile is.

21 Q. Okay. I'm a little more redneck than most,
22 but when you say burn pile, can you explain that?

23 A. It's just where you put stuff that you want
24 to burn. I mean . . .

25 Q. Combustible materials?

1 A. Yes.

2 Q. Okay. And after that pile is burned, it goes
3 away?

4 A. Yeah. It's just like ash.

5 Q. Are any of those piles that were depicted in
6 Plaintiff's Exhibit 9 and 10, do those piles remain
7 there or are they there for any lengthy period of
8 time?

9 A. I mean, the pile that's ash kind of stays
10 there because that's where we continue to burn things.

11 Q. Okay.

12 A. I mean, there's a lot in 9 and 10.

13 Q. Do you believe the pictures presented to this
14 Court in Plaintiff's Exhibit 9 and 10 present an
15 accurate portrayal of what has happened or occurs at
16 the farm?

17 A. I mean, it's a burn pile. It's still there
18 and will continue to burn stuff there. So yes, I
19 guess. The burn pile, yes.

20 Q. Has anyone other than your husband used the
21 burn pile?

22 A. I mean, my children may throw things on there
23 like cardboard boxes or whatnot. It's just us.

24 Q. Now, a portion of what's depicted in
25 Plaintiff's Exhibit 9 and 10, are those actually

1 building materials?

2 A. Yes.

3 Q. Okay. Can you tell the Court a little bit
4 about --

5 A. A lot of that -- sorry.

6 Q. Go ahead.

7 A. A lot of that was for when we were going to
8 build on our 17 acres. It's all -- it's just not
9 neatly organized. But, I mean, it's all stuff that
10 can be used to build our home that we were going to
11 build.

12 I'm not in construction. I don't know the names
13 of all the stuff.

14 Q. In this time period starting in 2021, can you
15 tell the Court a little bit about your brother's
16 accessing of this property?

17 A. He comes and goes whenever he wants.

18 Q. Okay. And what does that look like?

19 A. Him coming in, staring us down, making
20 everyone feel really uncomfortable, driving through.

21 There's been a couple of times I've been down at
22 the barn and he'll stop and yell stuff. And he
23 usually goes down the trail and goes down the other
24 trail and comes back and leaves again.

25 Q. Has he continued to hunt on the property?

1 A. I have no idea what he does back there.

2 Q. How often would you say he's accessed the
3 property during these past two years?

4 A. Constantly.

5 Q. When you say constantly, I need you to be a
6 little more specific.

7 A. I mean, it could be a couple of times a week.
8 Like it could be a -- I mean, I have seen him come a
9 couple times a day. He could be out there and I not
10 even know.

11 Q. Have you or your husband done anything to
12 attempt to prevent his access to the property?

13 A. No. The gate is always open. We have shut
14 the gate, but all you have to do is open it. It's not
15 locked.

16 And that's when I can usually tell is if the gate
17 is left open. We do have one dog that likes to
18 wander. But if Jason has come by, he's the only one
19 that doesn't shut the gate back. But it's not locked.

20 Q. Now, there's been some testimony about a
21 closing that was supposed to happen in September of
22 2022. You've heard that testimony today?

23 A. I have.

24 Q. Okay. And from the time that you attended
25 mediation -- strike that.

1 When did you first hear or when were you first
2 informed there was going to be a closing?

3 A. Like maybe two days before.

4 Q. Okay. And how were you informed there was
5 going to be a closing?

6 A. I don't really recall exactly how I found
7 out.

8 Q. Okay. And did you have -- what were you
9 supposed to do immediately prior to or after that
10 closing?

11 A. I really wasn't sure. I had spoke with
12 Keenan maybe the night before or two nights before,
13 and we met for dinner, and I really did not even know
14 what the paper had said, which is this paper right
15 here, Exhibit 11.

16 When I left out of mediation, I was a basket
17 case. I was crying. I did not really even read what
18 it was. And it wasn't until I met with Keenan that
19 she showed me a copy of it that I realized exactly
20 what it said. And that was I believe the night before
21 closing or either two nights before closing.

22 Q. And you met with Keenan for dinner?

23 A. Yes. I met her for dinner. And I told her
24 that I did not want to go through with the deal.

25 Q. Okay. And what communication, if any, had

1 you had with anyone about this closing or this
2 property from mediation until the night before?

3 A. None.

4 Q. And did you -- what was your understanding of
5 what was happening during that time period?

6 A. That Jason had 90 days to come up with the
7 money, and if he didn't come up with the money, that
8 we were back at square one. And that's pretty much
9 all I know. I was -- and that's it.

10 Q. Okay. And had anyone communicated to you
11 that there was progress being made or any steps taken
12 to accomplish that?

13 A. No.

14 Q. Okay. And what was your understanding as to
15 that document and what would have to happen -- what
16 was your understanding as to that document when you
17 left mediation?

18 A. I didn't have much understanding of it at
19 all. I just knew that I signed it and knew that Jason
20 had 90 days to come up with the money, and that was
21 the only understanding I knew.

22 Q. After your dinner with -- the closing on
23 September 27th did not go forward, correct?

24 A. No.

25 Q. Okay. Was there another closing scheduled

1 after that?

2 A. Yes.

3 Q. Okay. And were there negotiations after
4 September 27th about this property?

5 A. Jason was just trying to do whatever he could
6 to make sure that the deal still went through, giving
7 me extra time and --

8 Q. Okay. So there were subsequent negotiations
9 about how to change the terms of that agreement to
10 make it acceptable for everyone?

11 A. Yes, I think so.

12 Q. Tell me how -- what's your perception of
13 Keenan?

14 MR. O'KELLEY: Objection, Your Honor. This
15 is asking for an opinion about my client's wife. What
16 does this have to do with the price of tea in China?

17 THE COURT: Objection sustained.

18 BY MR. MCGEE:

19 Q. Did you want to cause anyone any harm?

20 A. Absolutely not.

21 Q. Okay. Were you -- when Jason and Keenan
22 purchased the lot in McClellanville, that was 2009ish?

23 A. When they purchased their lot? I have no
24 idea. I don't know details about the lot.

25 Q. Were you aware when they purchased the lot in

1 McClellanville?

2 A. I had heard from other people.

3 Q. And did you have an understanding of why they
4 were purchasing the lot?

5 A. No.

6 Q. Okay. I'm sorry. When they leased the house
7 in McClellanville in 2019, did you have an
8 understanding as to why they were leasing the house?

9 A. Yes. Because they wanted to be close to the
10 school for the girls. They wanted the girls to go to
11 CREECS, which is right around the corner.

12 Q. And so -- and Jason had told you that?

13 A. Yes. I mean, they both had told me that.

14 Q. What are you asking the Court to do? Strike
15 that.

16 You agree this situation as it currently sits is
17 unsustainable?

18 A. Correct.

19 Q. What are you asking the Court to do to
20 resolve this unsustainable situation?

21 A. I would like to be given the opportunity to
22 buy my brother out. I feel like he has been given the
23 opportunity to buy everything else of my father's, and
24 this is the one last thing I have of his.

25 And I have taken less than what I should have.

1 The house in Crown Pointe, I let him have for half of
2 what we owed. The jewelry store, I allowed him six
3 years to pay me back.

4 And this is the last thing that I have. And, I
5 mean, this is not fair that he gets everything.

6 Q. Okay. And do you have -- when you say to buy
7 him out, are you willing to pay half?

8 A. Of what it's worth.

9 Q. Half of what it's worth?

10 A. Uh-huh. That's how we have done everything
11 else.

12 Q. And did Jason previously attempt to resolve
13 this situation with the property?

14 A. What do you mean?

15 Q. Did he hire a lawyer in 2015?

16 A. Yes.

17 Q. Did he hire a lawyer again in 2018?

18 A. He's hired a lawyer several times and then
19 backed out. So it's been ongoing.

20 Q. Okay. Now, in the event the Court decides to
21 divide this property rather than allowing everyone to
22 buy the other one out, what's your opinion as to the
23 fairness of that?

24 MR. O'KELLEY: Your Honor, I don't think
25 she's entitled to tell you what's fair or not fair.

1 She's entitled to say what she wants. But asking for
2 an opinion as to fairness, she hasn't been qualified
3 as an expert in anything.

4 THE COURT: Ask her what it is that she
5 seeks. I think she just made that clear, but go
6 ahead.

7 A. I mean, I -- okay. So if the Court decides
8 that we have to split it?

9 BY MR. MCGEE:

10 Q. Let me strike that. What do you think would
11 be fair, a fair resolution, in the event the Court
12 elects --

13 A. That I should be allowed to buy him out.

14 Q. What is a fair division of the land or
15 property in the event the Court chooses to subdivide
16 it?

17 A. I don't know how that could be done.

18 Q. Okay. And why is that so difficult to
19 accomplish?

20 A. Well, you have the house that nobody really
21 wants. Or, I mean, I just don't think it's very -- me
22 and my brother have a long history of not getting
23 along and -- as much as I have tried, and that's all
24 I've ever really wanted.

25 That's why I gave up the jewelry store. That's

1 why I have walked away from everything else so I could
2 have a relationship with him, and it just hasn't
3 worked out.

4 And I'm afraid for Grayson, my son. He's got
5 something after him. And he hates my husband. And I
6 think it would put us -- I just don't think it would
7 be good.

8 I just -- I mean, I just don't think it would be
9 a good idea. I just really think that we both need a
10 cleaner getaway from each other.

11 Q. Okay. You have heard testimony today that
12 the improvements on the property are valued almost
13 equally to the land. Have you heard that?

14 A. Sure.

15 Q. Okay. How do you value the land versus the
16 improvements to the structures on the land?

17 A. I don't really care about any of the
18 structures on the land.

19 Q. All right. So your preference would be to --

20 A. I would rather have the land.

21 Q. Okay.

22 MR. MCGEE: No further questions, Judge.

23 THE COURT: Let's take five minutes and we'll
24 come right back. Mrs. Reavis, if you'd like to step
25 down or get some water, go ahead and do that.

1 (Recess from 4:20 to 4:26 p.m.)

2 CROSS EXAMINATION

3 BY MR. O'KELLEY:

4 Q. Mrs. Reavis, first question. Is English your
5 first or second language, ma'am?

6 A. First and only.

7 Q. All right. Your first and only. You're able
8 to read it, understand it, and not have a problem with
9 it?

10 A. Uh-huh.

11 Q. I need a yes or no answer for the Court.

12 A. That's a yes.

13 Q. Have you been diagnosed with any learning
14 disabilities?

15 A. I have not.

16 Q. Have you ever failed any English classes,
17 reading or writing classes?

18 A. I'm sure I have.

19 Q. You failed them?

20 A. I'm sure.

21 Q. Did you graduate --

22 A. I got my GED. I don't have a high school
23 diploma.

24 Q. So legitimate question. Do you have trouble
25 reading, writing, or understanding the English

1 language?

2 A. No.

3 Q. I want to show you this exhibit, Exhibit
4 Number 11. Is that your signature on there?

5 A. It is.

6 Q. And you were a wreck that day, correct? You
7 left that mediation a wreck; that was your testimony?

8 A. Yes, I was.

9 Q. In tears, shambles?

10 A. Absolutely.

11 Q. Were you a mess when you signed this document
12 on June 23rd?

13 A. Yes, I was.

14 Q. You had a lawyer present when you signed this
15 document at some point, did you not?

16 A. When I signed this document?

17 Q. Yes, ma'am.

18 A. No, I did not.

19 Q. Your lawyer had gone, correct?

20 A. Yes.

21 Q. Left you in the lurches that day, but you still
22 signed the document, correct?

23 A. Yes.

24 Q. Let's go through it.

25 A. Sure.

1 Q. What does the first sentence read?

2 A. Would you like me to read it?

3 Q. Sure.

4 A. "This settlement resolves all issues and
5 causes of action between the parties through June
6 23rd, 2022."

7 Q. What's your understanding of that?

8 A. Just what it says, that the settlement
9 resolves all issues.

10 Q. But you didn't understand what you were
11 signing; is that your testimony before this Judge here
12 today?

13 A. I don't know that I read the whole thing on
14 June 23rd.

15 Q. Are you aware that when you sign something,
16 you're deemed to know it and you're held to whatever
17 the agreement you make?

18 Are you aware legally that's what happens in
19 South Carolina? When you put your name to something
20 and sign it, you're responsible for it, do you know
21 that?

22 It's a yes or no question. It's easy enough.

23 A. Well, yes. But no, because my lawyer was not
24 there.

25 Q. That wasn't the question. The question was

1 do you know when you sign something, you're
2 responsible for it?

3 A. Sure. Yes.

4 Q. Okay. So for example, if you write a check
5 and you put your signature on the check, you agree to
6 pay that money, correct?

7 A. Yes.

8 Q. If you sign a contract to buy some land, you
9 put your name to it, you have to buy the land; you
10 understand that?

11 A. Yes.

12 Q. Okay. Read number two of this agreement
13 please.

14 A. "Upon the payment of the sum of 650,000 by
15 Jason Harn to Nicole Reavis, Jason shall become the
16 sole owner of the real estate at 1506 Highway 45,
17 McClellanville, South Carolina, 29458, and he shall be
18 solely responsible for all costs associated there
19 with."

20 Q. You testified earlier that after this
21 mediation date, you knew your brother had 90 days to
22 come up with some money. Does this reflect that
23 understanding?

24 A. Yes.

25 Q. And, again, what did you understand at the

1 time you signed this you were going to be paid for
2 your interest in the property in McClellanville?

3 A. Yes.

4 Q. No, I'm sorry. What did you understand you
5 were going to be paid, what amount?

6 A. 650,000.

7 Q. Okay. And then paragraph 3 says what?

8 A. "Jason Harn shall pay the sum of 650,000 on
9 or before September 23rd, 2022."

10 Q. And was that the 90-day period you were just
11 referencing earlier?

12 A. Yes.

13 Q. And what did you understand about number 5?

14 A. Do you want me to read it?

15 Q. Read it and tell us what you understood about
16 it.

17 A. "The parties shall sign on necessary deeds
18 and documents to" -- see, here comes my English
19 issues.

20 Q. Effectuate.

21 A. -- "effectuate the terms of the stipulation."

22 Q. And what was your understanding of what you
23 had to do pursuant to number 5 of this exhibit?

24 A. That we would sign all the deeds and
25 documents.

1 Q. But you didn't?

2 A. No, I didn't.

3 Q. Why not?

4 A. Because I did not want to go through with
5 this deal.

6 Q. A deal that you had specifically negotiated
7 and agreed to?

8 A. That's right.

9 Q. And a deal that negotiated and agreed to
10 earlier of what we call the L-shaped property,
11 correct?

12 A. That's right.

13 Q. But you didn't want to go through that one
14 either?

15 A. I was willing to go through that one.

16 Q. But you didn't go through --

17 A. I didn't because they didn't follow through
18 --

19 Q. But the answer is you didn't go through with
20 it?

21 A. We didn't go through with it.

22 Q. Okay. But you did go through with your
23 brother buying you out of the jewelry business?

24 A. Yes.

25 Q. And you did go out with the deal --

1 A. Took him six and a half years but --

2 Q. But you agreed to that, didn't you,
3 Mrs. Reavis?

4 A. I sure did.

5 Q. You certainly did. And you got paid every
6 month for that time, did you not?

7 A. And I had to go chase down -- he did not go
8 through -- I was supposed to get my check in the mail.
9 I had to chase him down every month. But, yes, it did
10 go through.

11 Q. It did go through?

12 A. It did.

13 Q. And you didn't back out of that deal, did
14 you?

15 A. No, I didn't.

16 Q. And you got a deal where you've got a lot in
17 Copahee Sound that Mr. Harn didn't get any of that
18 money when it sold, did he?

19 A. No, he did not.

20 Q. Okay. But yet you need to keep this property
21 to remember daddy by; is that your testimony for the
22 Court?

23 A. Yes, it is.

24 Q. Really? You got paid handsomely for your
25 interest in a jewelry business --

1 A. What do you call handsomely?

2 Q. You got paid eighty-plus thousand dollars for
3 that, did you not?

4 A. No interest.

5 Q. You got paid eighty-plus thousand --

6 A. I should have got paid more, and I should
7 have got paid more for Crown Pointe, but I took less.

8 Q. But that was --

9 A. To have a relationship with my brother.

10 Q. Because you had a deal, did you not?

11 A. Yes, we had a deal.

12 Q. And you had a deal on June 23 that you backed
13 out of, didn't you?

14 A. Actually, we didn't because my lawyer didn't
15 sign it.

16 Q. That's not my question.

17 A. That would make it --

18 Q. You signed this document. You said --
19 remember, you're under oath, right?

20 A. Yes.

21 Q. But you didn't do the deal?

22 A. No.

23 Q. But you want to make sure things happen --
24 the family stays friendly and together but yet you
25 back out of deal after deal; isn't that right,

1 Mrs. Reavis?

2 A. I backed out of one deal.

3 Q. You backed out of more than one. You said
4 the other one didn't go through because you couldn't
5 make it happen. That's two.

6 A. Okay. Two.

7 Q. Okay.

8 A. Same property, but two.

9 Q. Same property but two deals. Are you a
10 doctor?

11 A. No.

12 Q. Are you a nurse?

13 A. No.

14 Q. Are you a nurse practitioner?

15 A. No.

16 Q. Do you know what the Diagnostic and
17 Statistical Manual III says about bipolar disease?

18 A. No, I do not.

19 Q. Have you seen any forensic reports about your
20 brother's mental health?

21 A. No.

22 Q. All right. But you're telling the judge he's
23 bipolar?

24 A. Yes.

25 Q. And what do you base that on?

1 A. From what his wife has told me, from what he
2 has told me, from what my mother has told me, and from
3 the medications that I've seen he takes.

4 Q. But, again, you're not a doctor?

5 A. I'm not a doctor.

6 Q. Okay. You had insurance on the property.
7 It's my understanding you and your husband made a
8 claim on the property that you got a \$6,000 check for;
9 is that correct?

10 UNIDENTIFIED SPEAKER: No.

11 MR. O'KELLEY: Your Honor, just a minute.
12 Someone is speaking from the peanut gallery who is not
13 under oath.

14 THE COURT: Let me just allow the questions
15 and answers to take place up here.

16 MR. O'KELLEY: Thank you.

17 BY MR. O'KELLEY:

18 Q. Do you recall getting a \$6,000 check from
19 your insurance company?

20 A. I did not receive that.

21 Q. Did your husband?

22 A. Yes, I believe so.

23 Q. Did he use that to keep the property in the
24 fair condition you've heard it described in today?

25 A. I believe he did.

1 Q. What did he use the money for?

2 A. I'm not exactly positive.

3 Q. Because you don't know that he used it for
4 the house, correct?

5 A. You'll have to ask him.

6 Q. I'm asking you, ma'am.

7 A. I don't know.

8 Q. But it's your insurance, correct? You're the
9 name on the insurance policy, right?

10 A. It was my brother and my husband's name, not
11 my name, on the insurance.

12 Q. The exhibits you put up here I thought had
13 your name and your brother's name.

14 A. I'm pretty sure that's my husband and my
15 brother's name right there.

16 Q. Fair enough. During the time you said your
17 brother was using the property, you have always had
18 access to it, correct?

19 A. Yes.

20 Q. And he's always had access to it, correct?

21 A. Yes.

22 Q. I mean, we're not -- that's not an issue
23 before the Court today, is it?

24 A. No.

25 Q. And, again, 50/50 owners with complete

1 access, correct?

2 A. Yes.

3 Q. Until y'all filed restraining orders?

4 A. Correct.

5 Q. And it's my understanding the restraining
6 order says your brother can't be within 50 feet of the
7 house.

8 A. He can't be in the house or 50 feet by the
9 house or 50 feet near me when he's on the property.

10 Q. And when you had your restraining order
11 against you, what were you restrained from doing or
12 your husband if you remember?

13 A. I believe it was that Jami couldn't go to my
14 brother's work or his house.

15 Q. Had he shown up there in the past?

16 A. No.

17 Q. Okay. Do you recall the cost for rebuilding
18 the walls that you discussed earlier?

19 A. No, I do not.

20 Q. Did you bring any receipts with you today for

21 --

22 A. No, I did not.

23 Q. Let me just finish. Any receipts for lumber
24 or paint or drywall or putty or any of those things?

25 A. No.

1 Q. Did you bring your receipts for the electric
2 bills that you discussed earlier?

3 A. Yes.

4 Q. You did bring the receipts?

5 A. I did.

6 Q. Where are they?

7 A. They have my receipts.

8 Q. They're not in evidence, are they?

9 A. Not yet.

10 Q. Okay. Your brother -- at one point, the
11 electric bills -- I think your testimony was the
12 electric bills were going to him?

13 A. I think it was going to the jewelry store.

14 Q. Did you reimburse the jewelry store or your
15 brother for those bills?

16 A. I owned half of the jewelry store, so I did
17 not.

18 Q. But you didn't own half of the jewelry store.
19 You got paid to turn over your interest in the jewelry
20 store. So I'm a little confused. When were the bills
21 going to the jewelry store --

22 A. I don't know the exact date of when we
23 started paying the electricity, but the jewelry store
24 paid. And I don't know if they were in Jason's name
25 or the jewelry store's name.

1 Q. But you testified earlier it got transferred
2 to your name at some point?

3 A. At some point, yes.

4 Q. And they're still coming to you at --

5 A. It's in my husband's name, but, yes.

6 Q. Okay. But at the house in McClellanville?

7 A. Yes.

8 Q. All right. Your brother is not a lawyer, is
9 he?

10 A. No.

11 Q. And you mentioned earlier that you were in
12 default in this case, but you got let out of default
13 and filed an answer in counterclaim, did you not?

14 A. I got out of default because I didn't even
15 know all this was going on behind my back.

16 Q. My point is you filed an answer and
17 appeared --

18 A. My lawyer must have done that. I don't know.

19 Q. All right. The earlier deal that you didn't
20 want to do, you were going to get paid \$110,000 or you
21 were paying them \$110,000? I was a little confused.

22 A. I was paying them.

23 Q. And that's the one that didn't go through,
24 right?

25 A. That's correct.

1 Q. And you mentioned something about a bunch of
2 notarized papers. Where are they, ma'am?

3 A. I don't know. They turned them in.

4 Q. Who is they?

5 A. Keenan and Jason.

6 Q. To whom were they going to turn them in?

7 A. To the Charleston County -- whatever they
8 are. Whoever divides property.

9 Q. You don't have a copy of those?

10 A. No, I don't have a copy.

11 Q. All right. You testified earlier you thought
12 the house that you described as a weekend house was
13 around a value of \$200,000?

14 A. Yes.

15 Q. And you give no value to the hangar and no
16 value to the shed you described as a doll house; is
17 that correct?

18 A. Right.

19 Q. Do you give any value to any other structures
20 on the property?

21 A. No.

22 Q. What value do you give to the dirt?

23 A. The dirt?

24 Q. Yes, ma'am, the dirt. The property.

25 A. I don't know.

1 Q. You're an owner, are you not?

2 A. I am.

3 Q. So you don't know what it's worth?

4 A. No, I do not.

5 Q. The one time, you agreed it was worth
6 \$650,000 for your interest in it, did you not?

7 A. Yes, I guess. Yeah.

8 Q. So would that be an indication of what you
9 think the property is worth?

10 A. I don't think it's worth that. I think
11 that's just me giving Jason what he wants once again.

12 Q. You giving Jason what he wants, but you were
13 the one that was going to be getting paid, correct --

14 A. Right, but --

15 Q. -- \$650,000 for property --

16 A. Because it's easier to walk --

17 THE COURT: One at a time, please.

18 BY MR. O'KELLEY:

19 Q. \$650,000 for property that you can't tell
20 this Court what the value of it is but that's giving
21 Jason what he wants?

22 A. Right.

23 Q. How so?

24 A. How so?

25 Q. Yeah. You were going to get --

1 A. Because it's easier --

2 Q. Let me finish. You were going to get
3 \$650,000 for property that -- a house that's worth
4 maybe \$200,000 and land that you can't say what it's
5 worth. Isn't that a big windfall to you?

6 A. Can I answer now?

7 Q. You can answer however you wish as long as
8 it's truthful.

9 A. It's easier to walk away with Jason because
10 he's a bully than it is to continue. So I have walked
11 away from everything. So, yes, I have taken money.
12 Did I want the money --

13 Q. You've been paid full value for your
14 interest, correct?

15 A. Full value for the jewelry store? I wasn't
16 paid full value for Crown Pointe.

17 Q. But you agreed to those?

18 A. I did.

19 Q. And do you know what fair market is? If I
20 told you it's what a willing buyer and a willing
21 seller agree to, that's fair market value, does that
22 sound about right to you?

23 A. Sure.

24 Q. So fair market value for the jewelry business
25 was achieved because you agreed to a price and he paid

1 you, correct?

2 A. Uh-huh.

3 Q. Is that a yes?

4 A. That's a yes.

5 Q. And also fair market value for interest in
6 this property at one point was \$650,000. Willing
7 buyer, willing seller; correct?

8 A. Yes.

9 Q. You testified earlier that you were unaware
10 of the closing until approximately two days before.
11 Is that still your testimony?

12 A. Yes. It was about two days. It wasn't -- I
13 don't know the exact date but it was very close to
14 when the 90 days was up.

15 Q. But you knew the 90 days was when the closing
16 was going to take place? It was the end of that
17 90-day period, correct?

18 A. I did not know for sure.

19 Q. "Jason Harn shall pay the sum of \$650,000 on
20 or before September 23rd, 2022. You knew that
21 statement; did you not?

22 A. Well, like I said, I did not have a copy of
23 this until I met with Keenan because I had misplaced
24 my copy and did not know where it was.

25 So until Keenan gave it to me two days before, I

1 did not recall what it said.

2 Q. And two days prior, you told Mrs. Harn,
3 Keenan Harn, you weren't going to close, right?

4 A. I told her I did not want to.

5 Q. Why?

6 A. Because I did not want to go through with the
7 deal. I didn't want to give up what my dad had.

8 Q. Even though you agreed to it, correct?

9 A. Correct.

10 Q. And it had nothing to do with the condition
11 of anything going on with your family?

12 A. Yes, it did.

13 Q. What was the condition going on with your
14 family at the time?

15 A. My husband was -- he was bad into drugs.

16 Q. But what does your husband's drug use or
17 abuse have to do with your inability --

18 A. Because if he was going --

19 Q. Let me just finish -- inability to close on a
20 property?

21 A. Because if he was going away to rehab, I had
22 nothing left. I had no house. I had nothing. The
23 \$650,000 to last me the rest of my life. I needed to
24 make sure me and my kids had somewhere to stay.

25 Q. And did your husband go to rehab?

1 A. No.

2 UNIDENTIFIED SPEAKER: I got Jesus.

3 BY MR. O'KELLEY:

4 Q. So your husband didn't go to rehab and you
5 failed to close and you're still living in a property
6 that --

7 A. That they walked away from.

8 Q. Let me just finish. The property that they
9 owned half of to this day?

10 A. That's right.

11 Q. Just to make sure we're correct. Did you
12 sign any other contract in your life, ma'am, that
13 you're aware of?

14 A. Sure.

15 Q. Did you walk away from those contracts?

16 A. No.

17 Q. Why not? Maybe you didn't want to do them,
18 maybe they didn't suit your fancy, maybe your husband
19 was on drugs.

20 Why didn't you just walk away from those
21 contracts? A contract is an obligation, isn't it?

22 A. Yes.

23 Q. You're supposed to comply with your
24 obligations, right?

25 A. Yes.

1 Q. You didn't, did you?

2 A. No.

3 Q. And you can't say what the property is worth
4 as we sit here today?

5 A. Is that a question?

6 Q. Yes. Can you say what the property is worth
7 as we sit here today?

8 The answer was no earlier.

9 A. I think there's a wide range of what the
10 property would be worth.

11 Q. And what is that range?

12 A. Anywhere between 600,000 to -- I guess the
13 lady came in here today and said 900,000. So I guess
14 that would be -- I don't think any appraisal has come
15 back at the same.

16 Q. So what's half of 900,000. 450,000?

17 A. A year ago, yes.

18 Q. And you were going to get \$200,000 more than
19 that over a year ago. Well, last fall, correct?

20 A. That's right.

21 Q. But you didn't see a dime of that money
22 because you refused to sign the deeds, right?

23 A. Right.

24 Q. And after that closing, you tried to re enter
25 the deal, correct?

1 A. What do you mean?

2 Q. Well, there were further negotiations after
3 the closing date came and went about your trying to
4 revive the deal and get it done, right?

5 There were discussions about a holdover agreement
6 where you were going to stay in the house, right?

7 A. Yes. Jason had offered several different
8 ways.

9 Q. And yet you still didn't transfer the
10 property?

11 A. That's right.

12 Q. And your husband hadn't gone to rehab?

13 A. That's right.

14 MR. O'KELLEY: All right. That's all I have.

15 (DEFENDANT EXHIBIT NUMBER 9 WAS ADMITTED INTO
16 EVIDENCE.)

17 REDIRECT EXAMINATION

18 BY MR. MCGEE:

19 Q. I've handed you Defendant's Exhibit Number 9.
20 Are you familiar with those documents?

21 A. Yes.

22 MR. O'KELLEY: Your Honor, I just want a
23 running objection to this. This is from Dominion
24 Energy.

25 Do we have an Dominion Energy rep here to

1 testify as to what this is? This says "my bill
2 history." That's hearsay, and I object to it.

3 THE COURT: Since you're on redirect, you
4 need to be responding to whatever he asked.

5 MR. MCGEE: He asked do you have any
6 statements proving you paid the electric bill, and she
7 said yes. He said where are they? They're not in
8 evidence.

9 MR. O'KELLEY: I asked if she had proof she
10 paid. I didn't ask if she had a statement that said
11 "proof of payment." This isn't proof of pavement.

12 THE COURT: You can have her identify it.
13 That's fine.

14 BY MR. MCGEE:

15 Q. What are these?

16 A. These are the electricity statements.

17 Q. Okay. And are there also e-mails between you
18 and Jason regarding the electric bill?

19 A. Yes.

20 Q. And if you look at your e-mail to Jason on
21 March 27th, 2018, do you see that?

22 A. Yes. There's a couple from March.

23 Q. Do you see the e-mail where you send to your
24 brother saying, quote, "I have been paying the
25 electricity for the last three years"?

1 A. Yes.

2 Q. Okay. And is it your understanding and
3 belief you were paying the electricity at the farm
4 since 2015?

5 A. Yes.

6 Q. Mrs. Reavis, I need you to be very clear as
7 to what your understanding was about this agreement
8 when you left mediation and no lawyer was there.

9 I need you to be very clear as to what your
10 understanding was as to what was going to happen with
11 this document after you left that day.

12 A. What was going to happen with the document?
13 I assume that it would be turned in to the Court or
14 turned into -- I mean, I just knew that I walked away
15 from the last thing that I had in my dad's for an
16 amount of money.

17 Q. I'm talking about the document before that
18 your lawyer never signed.

19 THE COURT: Exhibit Number 11.

20 A. I wasn't sure what was going to happen with
21 that document. Like where did it go?

22 BY MR. MCGEE:

23 Q. Did you have an understanding of what was
24 going to happen in terms of my signature on this
25 document or a lack of my signature on this document

1 after that day?

2 A. I don't think I had any clear thought of
3 anything when I left that day.

4 Q. Okay.

5 A. I mean, I did not have a clear thought in my
6 head at all.

7 Q. All right. Did anyone ever suggest to you
8 that you could sign this document and it wouldn't
9 matter unless I signed it?

10 A. Yes.

11 Q. Did anyone ever suggest to you that it would
12 be convenient if you signed it and then you wouldn't
13 have to come to my office the next day to sign it?

14 A. Yes.

15 Q. Okay. Did you know that this document with
16 your signature on it but not mine was ever going to be
17 given to anyone except to me for my signature?

18 A. No. No.

19 Q. Was I present when this was drafted?

20 A. No, I don't think so.

21 Q. Did you receive my legal advice about this
22 document --

23 A. No.

24 Q. -- prior to signing it?

25 A. No. I literally hadn't -- I mean, no. Once

1 you left, I mean, I just -- we should have stopped
2 right then.

3 Q. What happened with the deal that was being
4 discussed in September and October 2021? What
5 happened to stop that negotiation, that deal?

6 A. Because the paperwork that was turned in was
7 never -- the lady said she had sent it to --

8 MR. O'KELLEY: Your Honor, I'm going to
9 object to hearsay about whoever this lady is and
10 whatever she's saying.

11 THE COURT: Just what you recall what
12 happened.

13 A. That there was a form that had three minor
14 things on it that needed to happen and those things
15 didn't happen. So I reached out to Keenan and I asked
16 Keenan about it.

17 And she said she had been waiting on that piece
18 of paper, and now that she had the piece of paper,
19 they could move forward with the splitting of the
20 property.

21 Q. And that was a form to approve the
22 subdivision of the property?

23 A. That's correct.

24 Q. Did you walk away from that deal?

25 A. No.

1 (DEFENDANT EXHIBIT NUMBER 10 WAS ADMITTED
2 INTO EVIDENCE.)

3 BY MR. MCGEE:

4 Q. You've been handed Defendant's Exhibit Number
5 10. Can you tell me what that document is?

6 A. Yes. It's text messages between my brother
7 and I.

8 Q. Did you take a screenshot of those text
9 messages?

10 A. Yes.

11 Q. And did you e-mail that to yourself?

12 A. Yes.

13 Q. Okay. And what is the date on that text
14 message?

15 A. January 9th, and it's 2022.

16 Q. Okay. And what does -- will you read what
17 you said and then how your brother responded?

18 A. Yes. This is after he came onto the property
19 and blocked me in at the barn. I just said: I don't
20 know why you hate me so much but I'm about sick of you
21 bullying me and trying to intimidate me. If the deal
22 is off and we are going to court, that's fine. We had
23 a verbal agreement so it's completely out of line for
24 you to come here and threaten to take everything I own
25 and tell me to burn in hell and that you hate me.

1 It's totally uncalled for.

2 Q. Okay. That was January 17th --

3 A. January 9th.

4 Q. I'm sorry. And you e-mailed yourself on
5 January 17th, 2022?

6 A. Right.

7 Q. And that order -- the petition for an
8 affidavit of default was January 6, 2022; do you know?

9 A. I don't recall the exact date.

10 Q. How did Jami respond -- or how did your
11 brother respond to you?

12 A. "Jami ruined that agreement for you."

13 Q. Okay. And do you know what that meant?

14 A. No.

15 Q. Okay. But at that point, on January 9th,
16 2022, were you still pursuing the agreement that was
17 negotiated in September and October and the surveys
18 were done on; you were still pursuing that resolution
19 of this case?

20 A. Yes.

21 MR. MCGEE: No further questions, Judge.

22 RECROSS EXAMINATION

23 BY MR. O'KELLEY:

24 Q. You had no clear thought about what was going
25 on after mediation was your testimony in this court a

1 few minutes ago?

2 A. Yes.

3 Q. But yet at the same time, you just knew your
4 brother had 90 days to come up with the money?

5 A. I knew he had, yes, 90 days.

6 MR. O'KELLEY: That's all, Your Honor.

7 THE COURT: Mrs. Reavis, can you find the
8 L-shaped plat that's captioned Plaintiff's Exhibit 4?
9 Should have a yellow sticker on it.

10 WITNESS: I have it.

11 THE COURT: Okay. All right. I've got an
12 answer to one question. If you recall -- I think 3
13 was just the survey.

14 And then the subdivision -- this is the
15 proposed subdivision. This is the one we were just
16 talking about that created the L-shaped lot. Down at
17 the bottom right, it's dated October 28 of 2021.

18 If you can read it, just below that, "revised
19 January 24, 2022 per County comments." So apparently
20 this thing had gone to the County, some comments came
21 back, and by that time the deal was deed is what you
22 just testified to. Right?

23 WITNESS: Yes.

24 THE COURT: Okay. All right. So here's what
25 I'm really interested in. As you come on to the

1 property from the road from Highway 45 that goes to
2 the driveway, which I would assume it ultimately gets
3 to the house, correct?

4 WITNESS: Yes.

5 THE COURT: All right. The first structure
6 on the right as you come in, what is that? He's drawn
7 a little rectangle there. What is that? Is that the
8 shed? Is that the --

9 WITNESS: I call it the little barn. They
10 may call it the shed.

11 THE COURT: Okay. As opposed to what your
12 brother calls the hangar?

13 WITNESS: It's not the hangar.

14 THE COURT: Is the hangar the one in the back
15 behind the pond?

16 WITNESS: Yes, Your Honor.

17 THE COURT: All right. And what's that
18 little thing next to the shed? There's a shed and
19 something smaller.

20 WITNESS: That's the little like dollhouse.
21 It's like plywood.

22 THE COURT: Plywood dollhouse you talked
23 about?

24 WITNESS: Yes, Your Honor.

25 THE COURT: Okay. Pond is to the back. Do

1 you know where the septic train field is on the house?

2 WITNESS: In front of the house.

3 THE COURT: It's in front of the house?

4 WITNESS: Yes.

5 THE COURT: Okay. So you drive by it on the
6 way in?

7 WITNESS: If you pass the house, yes.

8 THE COURT: Okay. But as you're driving to
9 the house -- and, again, I'm assuming this driveway
10 just leads you directly to the house?

11 WITNESS: Right. Or the driveway goes and
12 you can kind of just keep going. And the house is
13 right here but the driveway keeps going down to where
14 the trails are.

15 THE COURT: The drain field for the septic
16 is --

17 WITNESS: Is right there in front of the
18 house.

19 UNIDENTIFIED SPEAKER: I can tell you, Your
20 Honor --

21 THE COURT: I'll get to you. Just trying to
22 figure it out. And that's all I'm seeing as far as
23 structures. The back structure would be the hangar,
24 right?

25 WITNESS: Yes, Your Honor. I'm just trying

1 to get on the ground what has been described. And the
2 pond is there.

3 THE COURT: Okay. All right. That helps me
4 out a lot. Okay. So your testimony relative to the
5 purchase, at some point in time, you decided you just
6 didn't want to sell; is that a fair statement?

7 WITNESS: Yes, Your Honor.

8 THE COURT: That this was the last item that
9 your father had left you?

10 WITNESS: Yes, Your Honor.

11 THE COURT: And you still wish to hold onto
12 that; is that correct??

13 WITNESS: Yes, Your Honor.

14 THE COURT: Okay. And you would be happy if
15 he bought you out but you've heard his testimony that
16 he would prefer to divide the property?

17 WITNESS: I would prefer to buy him out.

18 THE COURT: Right. As opposed to what was
19 originally signed back in whenever it was, sometime
20 last summer, right, June of '22?

21 WITNESS: Yes, Your Honor.

22 THE COURT: Okay. Very good. That's all the
23 questions I've got.

24 Thank you, ma'am. You may step down. Okay.
25 It's 5 o'clock. I need to take a break. I probably

1 need y'all to come back. You have two more witnesses?

2 MR. MCGEE: As I sit here, Jami Reavis and
3 Bart Smith, the appraiser.

4 THE COURT: Here is what I would like to do.
5 I don't know exactly when I can get you in. I have to
6 look at my calendar.

7 Here is what I would like to do. The only
8 thing I don't have a copy of that I want to review is
9 that International Paper deed, the one that was the
10 long handle one. I want to look at that one. That's
11 the only thing I haven't looked at. So if you leave
12 that with me, we'll get to it.

13 MR. O'KELLEY: It's Defendant's 1, Your
14 Honor.

15 THE COURT: Okay. All right. Let me just
16 say this. I understand the tension, okay? I got my
17 own family. All right? And this is just a little
18 microcosm of my life. I fully understand. That's why
19 I call this the family court of real estate because
20 they're always fighting over real estate, and mostly
21 it's family fighting over real estate.

22 So what I will tell you is that I do keep an
23 open mind until all of the evidence is in. All the
24 evidence is not in. There's always two sides to every
25 story. Everybody gets to tell their side of the story

1 and then I have to make a decision.

2 So I want to thank you for being civil with
3 one another today. I appreciate y'all for being
4 prepared and ready to go. It is my goal to get you
5 back in here sooner than later, but I can tell you
6 that my calendar is booked up. I'm going to see -- as
7 a matter of fact, we had something fall out next week,
8 didn't we?

9 Let's plan to come back at 9:30 next
10 Wednesday the 26th. Let's just go ahead and get that
11 together. Y'all schedule that out. See you then and
12 see if we can't wrap it up.

13 (Off the record at 5:06 p.m. on April 18th,
14 2023.)

1 COURT REPORTER'S CERTIFICATE

2
3 I DO HEREBY CERTIFY THAT THE TESTIMONY
4 CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO
5 WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A
6 COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A
7 TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE
8 TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

9 I DO FURTHER CERTIFY THAT I AM NOT CONNECTED
10 BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR
11 ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF
12 EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY
13 IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL,
14 ATTORNEY, AGENT, OR OTHERWISE.

15 SIGNED THIS THE 18th DAY OF SEPTEMBER 2024.

16 

17 JOSIE ALLEN BOEHM

18 My Commission Expires 10/18/32
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Jul 16 2025

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

Case No. 2021-CP-10-2661
Appellate Case No. 2024-001312

Jason Loy Harn.....Respondent,
v.
Mary Nicole Reavis f/k/a Mary Nicole Harn.....Appellant.

CERTIFICATE OF COUNSEL

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

May 12, 2025,

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