STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT CHRISTINA OLSON GECY, TRUSTEE OF THE BATTERY RETREAT REVOCABLE TRUST DATED MAY 28, 2021, AND ANY AMENDMENTS THERETO, Plaintiff, vs. INTEGRA WHARF AT BATTERY CREEK LLC, B. MCNEAL PARTNERSHIP, L.P., GASQUE & ASSOCIATES, INC., AND FIFTH THIRD BANK, N.A., Defendants.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2022-CP-07-02351 **ORDER GRANTING DEFENDANT GASQUE & ASSOCIATES, INC.'S MOTION FOR SUMMARY JUDGMENT**

THIS MATTER came before the Court on February 12, 2025 upon Motion for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. A hearing was held on May 20, 2025 in which E.W. Bennett Jr. appeared for Plaintiff Christina Olson Gecy, Trustee of the Battery Retreat Revocable Trust Dated May 28, 2021, and Any Amendments Thereto ("Plaintiff") and Arden Y. Lowndes of Gordon Rees Scully Mansukhani, LLP appeared for Gasque & Associates, Inc. ("Gasque"). Having considered the Motion, supporting materials, oral arguments, and written submissions presented by counsel, the Court orders that Gasque's Motion for Summary Judgment is **GRANTED** and the case is **DISMISSED** with prejudice as to Gasque.

PROCEDURAL HISTORY

This matter arises out of the development and construction of a planned residential community (apartments) bordering the Belleview Bluff subdivision located within Beaufort County, South Carolina ("Apartment Property"). Located across from the Apartment Property

along Battery Creek are seven subdivided lots, one of which, Lot 4 or 61 Belleview Bluff Road, was purchased by Plaintiff on or about May 28, 2021 ("Plaintiff Property"). Compl. ¶ 1.

Plaintiff filed her Complaint on December 6, 2022. *See generally*, *id.* Against Gasque, Plaintiff brought four causes of action: permanent injunction, intentional interference with easement rights, civil conspiracy, and slander of title. *Id.* at ¶¶ 73–80; 88–97. Plaintiff dismissed the permanent injunction claim against Gasque via Consent Order, which was filed with this Court on January 22, 2024. The allegations specifically related to Gasque were as follows:

1. Plaintiff holds an easement by implication over Roberta Lane. Compl. ¶¶ 18–20.
    a. Through the 2022 Plat, Gasque "subsume[d]" Roberta Lane and possibly "grant[ed] others access to the Reserved [A]rea." *Id.* at ¶¶ 52.
2. Plaintiff holds an easement by implication over the "Reserved Area" noted on the 1959 Plat pursuant to a Court Order entered in the matter of *Jackson v. Wright*, C/A No. 97-CP-07-1196 (Ct. Comm. Pleas Mar. 16, 2000). Compl. ¶¶ 23–25.
3. Plaintiff holds an easement by grant over the dirt access road pursuant to the 1984 Easement Agreement. *Id.* at ¶ 33. Plaintiff also, or possibly alternatively, holds a prescriptive easement over the dirt access road. *Id.* at ¶ 28.
    a. In the 2022 Plat, Gasque "falsely and deceptively depict[ed]" the dirt road "as a 5-foot easement rather than a 50-foot easement," thereby interfering with Plaintiff's easement and slandering Plaintiff's title. *Id.* at ¶ 54.
4. Plaintiff holds a prescriptive easement over the North Branch of the dirt access road. *Id.* at ¶ 40.
    a. Gasque "knowingly deleted" the North Branch via the 2020 Plat "to assist with developing that portion of property." *Id.* at ¶ 47.

5. Plaintiff has adversely possessed and gained title over what she calls the "Border Property," which is an area between the south-westernmost end of Plaintiff's Property and the beginning of the paved area on the northeastern side of Roberta Lane. *Id.* at ¶¶ 41–43.

FACTUAL BACKGROUND

The Subject Property and the Apartment Property were originally one commonly-owned property, Belleview Bluff, which first appeared on a recorded plat drawn by H. F. Wilson Jr. in 1959. Plat Book 17, Page 10 ("1959 Plat"); Compl. ¶ 8. The five original lots depicted on the 1959 Plat, plus two additional lots created at the northwestern border of Lot 5, were subsequently sold to various purchasers. The Plaintiff Property was first sold out of the commonly-owned property to Milton and Geraldine Reynolds in March 1968.

I. Identification of Plats at Issue.

A. 1959 Plat.

On the southwestern borders of each of the Belleview Bluff lots enumerated on the 1959 Plat is "Roberta Lane," which is depicted as a 50' right-of-way. Also shown on the 1959 Plat is a "reserved" area adjacent to Lot 1. Roberta Lane continues from the boundary of Lot 5, past the reserved area, and ultimately dead ends into a property noted as "Heirs of Charles Field." There is no road shown connecting Roberta Lane, or the Belleview Bluff individually enumerated lots, to then-S.C. Highway 280 (now Parris Island Gateway).

B. 1984 Easement Agreement.

In 1984, the original owners of the commonly-owned property, Lewis H. Wright, John David Wright, Elizabeth Wright Williams, and Alice Wright Twiggs (collectively, the "Wrights"), entered into an Easement Agreement, binding themselves to the following:

> 1. Seven (7) lots have been sold out of this property. There is no right of ingress and egress shown on [the 1959 Plat].

> 2. There is shown Roberta Lane as fifty (50) feet wide. We hereby bind ourselves that there **will be** an entrance from these lots from the Northern end of said Roberta Lane to SC Highway # 280 fifty (50) feet wide.
>
> 3. That the location of said ingress and egress at this point in time is not designated on said plat, and firmly designated because of natural barriers and **also in the future the location of this may change**.
>
> 4. That it is agreed and understood that this right of way shall be on the Northern and Western portions of said property and shall be from Roberta Lane to SC Highway # 280.
>
> 5. That there is a roadway being used by the owners of said lots at this time and this roadway shall remain open **until a substitute, usable, and well maintained roadway is relocated**. That this right of ingress and egress shall be for the benefit of the present and future owners of the lots designated **and any future lots developed in this subdivision**.

(emphasis added).

The 1984 Easement Agreement thus records that the Wrights, as the owners of the property surrounding the Belleview Bluff lots, allowed the Belleview Bluff lots to get from Roberta Lane to the Parris Island Gateway, which necessarily meant crossing the Wrights' land. It also notes that the route from Roberta Lane to Parris Island Gateway was not on the 1959 Plat because the route was designated by natural barriers and might change in the future. Finally, the 1984 Easement Agreement notes that the roadway that was then being utilized by the Belleview Bluff lot owners across the Wrights' property would be permitted to be used "until a substitute, usable, and well maintained roadway is relocated." The right to use this roadway would be for the benefit of the Belleview Bluff lot owners and any future lots developed on the Belleview Bluff property as depicted in the 1959 Plat.

Testimony from numerous witnesses corroborates the intent of the 1984 Easement Agreement to provide access across the Wrights' land to Parris Island Gateway. Mr. Bennett McNeal, of Defendant B. McNeal Partnership L.P. ("McNeal Partnership"), testified that he

allowed the owners of the lots in Belleview Bluff to cross his property, via the dirt access road, to reach Parris Island Gateway. B. McNeal Dep., 63:21–64:3, 72:3–11, 88:2–7. Additionally, Mr. Bruce Jackson, resident of 73 Belleview Bluff since 1977, testified that he utilized the dirt access road with permission from both the original owners, the Wrights, and Defendant B. McNeal Partnership, L.P. B. Jackson Dep., 23:15–21, 141:22–142:18, 177:9–23. Similarly, Mr. Jackson testified that other homeowners, including Plaintiff's claimed predecessor-in-interest, utilized the "Border Property" with full permission from the Wrights and the McNeal Partnership. B. Jackson Dep., 134:13–135:17.

C. 1989 Plat.

The dirt road that was noted in the 1984 Easement Agreement first appeared on a plat recorded by David S. Youmans in 1989 ("1989 Plat"). This road is shown as meandering from Roberta Lane to Parris Island Gateway.

D. 1997 Plat.

Gasque first began surveying properties in Belleview Bluff and the neighboring Wrights Point in the early 1990s. D. Gasque Dep., 15:25–16:12. As it relates to the Apartment Property and Plaintiff Property, Gasque completed its first plat in 1997 for Bennett McNeal, which was recorded at Plat Book 64, Page 98 ("1997 Plat"). The purpose of this plat was to identify ownership of separate parcels of the overall property. *Id.*, 52:9–53:3. The dirt road that first appeared in the 1989 Plat is also depicted on Gasque's 1997 Plat more or less as the boundary line between "Parcel A" and "Parcel B." *Id.*, 66:7–20. In addition to the dirt road, meandering alongside and, at times, across it, Gasque noted at "5' perscriptive easement" (sic). This "perscriptive easement" was a ditch that Mr. Gasque noted in the field, which appeared to have been recently dug for a small water line for one of the Belleview Bluff lot owners. *Id.*, 58:15–59:3. Roberta Lane, while

depicted in front of the individual Belleview Bluff lots, is not depicted beyond the edge of Lot 1. Mr. Gasque testified that the full depiction of Roberta Lane was unnecessary because the purpose of this plat was to determine equity positions of various owners. *Id.*, 54:55–16, 55:14–23.

E. 2002 Plat.

The next plat drawn by Gasque at issue in this case was completed in 2002 for B. McNeal Partnership and recorded at Plat Book 88, Page 110 ("2002 Plat"). Much like the 1997 Plat, Gasque testified that this plat's purpose was likely to determine equity positions. D. Gasque Dep., 81:6–12. As to the "Reserved Area" abutting Lot 1, Gasque had been provided with an Order dated March 10, 2000 and executed by The Honorable Kenneth J. Goode, which adjudicated certain issues related to the reserved area ("Jackson Order"). *Id.* at 87:4–23. Gasque's interpretation of the Jackson Order slightly modified how the "Reserved Area" was represented on the 2002 Plat (as opposed to the 1997 Plat, which predated the Jackson Order). No one directed Mr. Gasque to draft the "Reserved Area" in a certain way. *Id.*, 87:4–23.

F. 2010 Plat.

Gasque completed another plat showing the Apartment Property and Plaintiff Property in 2010, which was prepared for Richard Ratcliff and recorded in Plat Book 131, Page 39 ("2010 Plat"). This plat was specifically drawn as a Wetland Buffer Preservation Plat, and its sole purpose was to satisfy the needs of the United States Army Corps of Engineers. D. Gasque Dep., 97:5–20. Gasque's sole involvement regarding this work was to locate the flagged buffers and wetlands. *Id.* For these reasons, Gasque does not show Parcels A–D as depicted in the 1997 and 2002 Plats as doing so would have been unnecessary. *Id.*, 97:23–98:18.

One portion of the 2010 Plat that was depicted differently than the 1997 Plat and 2002 Plat was the dirt road that had previously been shown as connecting Roberta Lane to the Parris Island

Gateway. D. Gasque Dep., 98:22–99:16. Mr. Gasque testified that he had returned to the property and reshot the roads, which at that time had meandered into different locations than shown in prior plats. *Id.* The "5' perscriptive easement" was still noted by Gasque because he made the determination that, without any information to establish that this potential underground water line had been removed or relocated, he still needed to note its existence. *Id.*, 100:1–13. As was the case in prior plats, this "perscriptive easement" is not the same as the dirt access road and is drawn distinctly. *Id.* at 100:14–18. Finally, Gasque again depicted Roberta Lane taking its southeasterly turn down to the Heirs of Charles Fields property. *Id.*, 103:4–19.

G. 2020 Lot Line Reconfiguration Plat.

In 2020, Gasque completed two plats covering the properties at issue: a Lot Line Reconfiguration plat recorded at Plat Book 155, Page 93 ("2020 Lot Line Plat") and an ALTA/NSPS Land Title Survey recorded at Plat Book 155, Page 116 ("2020 ALTA Plat"). The primary purpose of the 2020 Lot Line Plat was to consolidate multiple parcels into what ultimately became the Apartment Property and to show the developers' proposed lot lines to be abandoned on the grounds that they had become unnecessary. D. Gasque Dep., 116:14–117:2. Mr. Gasque testified that when surveyors draft similar lot line plats, they show the property line that the owner proposes to be abandoned, which is not to say that it already is abandoned. *Id.*, 197:4–24. Instead, once the proposed abandoned lot line is surveyed, an appropriate planning department would review the drawings for conformance and property owners would separately ensure that any legal process was followed to formally abandon the lot lines. *Id.*

As to what was or was not included on the 2020 Lot Line Plat, Gasque testified that anything outside of the 20.82-acre tract was "window dressing" and shown to orient the viewer to the area surveyed. D. Gasque Dep., 197:4–24. Roberta Lane and the dirt access road are both

depicted in the 2020 Lot Line Plat, in addition to the 5' "perscriptive easement," although the word "perscriptive" has been dropped. *Id.*, 117:10–16; 118:20–22. Gasque did not—and could not—"abandon" Roberta Lane or its lot line because Gasque does not have the power or authority to do so. *Id.*, 131:1–132:17. Additionally, Gasque did not reconfigure the lot line for Roberta Lane, but instead depicted the actual location of the roadway superimposed upon the 50' right-of-way as depicted since the 1959 Plat. *Id.*, 113:8–24. Various branches of the dirt road access were depicted as "ghost" lines because these branches were not part of the function of the survey and would otherwise clutter the plat. *Id.*, 118:23–120:1.

H. 2020 ALTA Plat.

The 2020 ALTA Plat was drawn under different circumstances due to the nature of ALTA plats in general. Property owners ordering an ALTA survey provide the surveyor with paralegal services, legal language, and a Table A comment. D. Gasque Dep., 146:1–18. On the righthand side of the 2020 ALTA Plat are numerous notations and exceptions, which include the Schedule B title insurance commitment sections. *Id.* at 147:16–148:4. This information is provided by the lawyers involved with those ordering the ALTA survey, and Gasque is required to place that information on the plat exactly as provided. *Id.*

Much like the 2020 Lot Line Plat, the 2020 ALTA Plat contains the "5' easement," the dirt road, and Roberta Lane. D. Gasque Dep., 158:3–160:15. The dirt road is accurately shown as going to the boundary line of the Apartment Property ("Apartment Parcel" on the plat), and any portion of the dirt road or its branches shown outside the boundaries of the Apartment Property are shown sufficiently to orient the viewer to the property depicted. *Id.* Any potential inaccuracies outside the Apartment Property are mere "window dressing" and of no consequence. *Id.*

I. 2022 Proposed Easement Plat.

Gasque completed a final survey in 2022 for Battery Creek Land Partners, LLC, which was recorded at Plat Book 158, Page 100 ("2022 Plat"). The purpose of this plat was to show a proposed realignment of the access to Roberta Lane as conceived by the developers' design team. D. Gasque Dep., 184:25–185:20. Nothing on the 2022 Plat shows an abandonment of any easements or any work that has actually completed. *Id.* Gasque did not go out to the field to put stakes down as to any proposed easement. *Id.*, 190:4-8. It is proper and permissible for a party to record proposed easements on a plat. *Id.* at 191:22–192:8.

At no point did Gasque discuss or advise upon any title insurance concerns related to the properties at issue. *See e.g.*, D. Gasque Dep., 135:6–13, 171:25–172:23. At no point did Gasque depict any element on any plat to assist other parties in obtaining or otherwise violating easement rights or slandering title. *See e.g.*, *Id.*, 144:5–9, 190:14-18.

J. Plaintiff's Lack of Knowledge About Road Use.

Witness Benjamin Gecy, husband of the Plaintiff, has testified that he is not aware of any agreement between Gasque "and anyone else to manipulate any sort of system or to otherwise … present false information such that a developer" would "gain[] some sort of advantage." B. Gecy Dep. Vol. II, 278:12–24. Mr. Gecy is also unaware of any actual damages that he has suffered as a result of the alleged slander of title. *Id.*, 65:2–9. Mr. Gecy has admitted that he has no personal knowledge of whether his claimed predecessors-in-title, or anyone else for that matter, have used the North Branch for more than twenty years. *Id.*, 18:3–15. And Plaintiff herself has testified that she has no personal knowledge of how the North Branch or the dirt road were used before her purchase of the Plaintiff Property. Plaintiff Dep., 52:18–22, 130:19–132:7. Plaintiff has not spoken to her claimed predecessor-in-title, Mr. James Bellamy, or any other predecessors-in-title

about implied easements or their use of the roads at issue, admitting that she has no personal knowledge of the use of the roads upon which she claims easements. *Id.*, 122:2–124:7, 130:19–132:7. Mr. Craig Freeman, owner of 53 Belleview Bluff (one of the subdivided lots), also testified that he did not have any personal knowledge of prior homeowners' use of the dirt access road before he moved to the neighborhood in 2018. C. Freeman Dep., 69:15–17.

Mr. Jackson also testified that Mr. James Bellamy, Plaintiff's claimed immediate predecessor-in-title, never lived in the Plaintiff Property. Instead, once Mr. Roger Bellamy (James Bellamy's father) died in 2019, the house remained unoccupied until Plaintiff's purchase two years later. B. Jackson Depo., 161:13-20. Mr. Bellamy himself admitted that he did not live at the Plaintiff Property following his father's death. J. Bellamy Depo, 15:1–25.

LEGAL STANDARD

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, summary judgment shall be granted when no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP. "The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). In determining whether summary judgment is appropriate, the evidence and its reasonable inferences must be viewed in the light most favorable to the non-moving party. *Epstein v. Brown*, 363 S.C. 372, 375, 610 S.E.2d 816, 817 (2005) [citing *Dawkins v. Fields*, 354 S.C. 58, 115, 580 S.E.2d 433, 535 (2003)]. However, "a court cannot ignore facts unfavorable to that party and [it] must determine whether a verdict for the party opposing the motion would be reasonably possible under the facts." *Bloom v. Ravoira*, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000) [citing *Hopson v. Clary*, 321 S.C. 312, 314, 468 S.E.2d 305, 307 (Ct. App. 1996)] (emphasis added).

The party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact. *Standard Fire Ins. Co. v. Marine Contracting & Tooling, Co.*, 301 S.C. 418, 422, 392 S.E.2d 460, 462 (1998). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. *Regions Bank v. Schumauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438 (Ct. App. 2003). Rather, to defeat the motion, the party opposing summary judgment must present evidence of specific facts from which the finder of fact could reasonably find for him, thereby showing that there is a genuine issue for trial. *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct. App. 2005). When reasonable minds cannot differ on plain, palpable, and indisputable facts, summary judgment should be granted. *Ellis v. Davidson*, 358 S.C. 509, 595 S.E.2d 817 (Ct. App. 2004).

Additionally, "[s]ummary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner." *Guinan v. Tenet Healthsystems of Hilton Head*, 383 S.C. 48, 53, 677 S.E.2d 32, 35 (Ct. App 2009) [quoting *Davis v. McLeod Reg'l Med. Center*, 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006)]. Specifically, "[a] complete failure of proof concerning an essential element of the non-moving party's case necessarily renders all other facts immaterial." *Gauld v. O'Shaugnessy Realty Co.*, 380 S.C. 548, 559, 671 S.E.2d 79, 85 (Ct. App. 2008), *cert. denied* (Oct. 21, 2009), *reh'g denied* (Jan. 27, 2009). "It is not sufficient [to defeat a motion for summary judgment] that one create an inference which is not reasonable or an issue of fact that is not genuine." *Shuler v. Tuomey Reg'l Med. Ctr.*, 313 S.C. 225, 437 S.E.2d 128 (Ct. App. 1993). "In order to resist a motion for summary judgment, the non-moving party must come forward with specific facts showing genuine issues necessitating trial." *NationsBank v. Scott Farm*, 320 S.C. 299, 565 S.E.2d 98 (Ct. App. 1995). The "mere

scintilla [of evidence]" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule. "[I]t is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 462, 892 S.E.2d 297, 301 (2023) (internal citations omitted).

CONCLUSIONS OF LAW

I. Gasque is Entitled to Summary Judgment on the Intentional Interference with Easement Rights Cause of Action Because Plaintiff Failed to Present Evidence Establishing Gasque's Intentional Interference with Any Claimed Easements.

In order to succeed on any claims related to alleged interference with easement rights, Plaintiff must first meet the burden of establishing that she holds an easement in Roberta Lane, the dirt access road, and the North Branch. An easement is a right given to someone to use the land belonging to someone else for a specific purpose and generally arises in one of three ways: (1) grant; (2) necessity; or (3) by prescription. *Carolina Center Building Corp. v. Enmark Stations, Inc.*, 433 S.C. 144, 154, 857 S.E.2d 16, 21 (quoting *Simmons v. Berkeley Elec. Coop., Inc.*, 419 S.C. 223, 229, 797 S.E.2d 387, 390 (2016)); *Kelley v. Snyder*, 396 S.C. 564, 572, 722 S.E.2d 813, 817 (Ct. App. 2012) (quoting *Frierson v. Watson*, 371 S.C. 60, 67, 636 S.E.2d 872, 875 (Ct. App. 2006)). According to her Complaint, Plaintiff claims that she has an easement in Roberta Lane by implication; over the dirt access road by grant and/or prescription; over the North Branch by prescription; and over the Reserved Area by implication.

A. Plaintiff Failed to Establish the Elements of A Prescriptive Easement As to the Dirt Access Road or the North Branch.

A prescriptive easement can be established by proving each of the following elements by clear and convincing evidence: "continued and uninterrupted use or enjoyment of the right for a period of twenty years; (2) the identity of the thing enjoyed; and (3) use or enjoyment which is

ether adverse, or under claim of right." *Carolina Center Building Corp.*, at 154, 857 S.E.2d at 22 (quoting *Bundy v. Shirley*, 412 S.C. 292, 304, 306, 772 S.E.2d 163, 169–70 (2015)). A presumption of adversity, the third element, can be established through showing that the easement was used openly, notoriously, continuously, and uninterruptedly against another's rights for twenty years. *Id.* (quoting *Simmons v. Berkeley Elec. Coop., Inc.*, 419 S.C. 223, 229, 797 S.E.2d 387, 390 (2016)). While the person claiming a prescriptive easement does not personally need to continuously and uninterruptedly utilize the purported easement and is permitted to "tack" the use of predecessors-in-title, the predecessors' use of the purported easement must have also been adverse, must not have terminated, and must not have been with permission. *Bundy*, at 313–14, 412 S.C. at 175 (quoting James W. Ely, Jr. and Jon W. Bruce, *The Law of Easements and Licenses in Land*, § 5:19).

The dirt access road first appeared on the 1989 Plat. Presumably, however, some kind of dirt road connecting Roberta Lane to the Parris Island Gateway existed before the execution of the 1984 Easement Agreement, which references a dirt road that was then already in use. The North Branch first appeared on the 2010 Plat. Therefore, in order to prevail upon a claim of a prescriptive easement in either the dirt access road or the North Branch, Plaintiff was required, at a minimum, to establish that the roads were in use from 1984 to 2004 without permission.

Mr. Bruce Jackson, who has been a resident of Belleview Bluff since 1977, clearly and repeatedly testified that his use—and the use of any others then-residing at Belleview Bluff—of the dirt access road was with full permission of those who owned the property it crossed, whether that was the Wrights or the McNeal Partnership. Indeed, Mr. McNeal testified that the residents' use of the roads across the property during his ownership, including both the dirt access road and the North Branch, was with his full permission. Mr. Gasque, who has been out to the area at issue

numerous times for at least the past thirty years also testified that the residents' use of the dirt road and any North Branch was with permission. Plaintiff admitted in her deposition that she has no personal knowledge of such use prior to moving to the area in 2021 except for her own personal use—while not a homeowner—to visit friends in the early 2000s. Mr. Gecy also conceded that he too lacks any personal knowledge of how the roads at issue were used before purchasing and moving into the Plaintiff Property.

South Carolina law requires that Plaintiff establish adverse use of either or both of these roads for a continued and uninterrupted period of twenty years. Even assuming that the dirt access road or the North Branch existed in 1968, when Plaintiff's first predecessor-in-title gained ownership of the Plaintiff Property, express permission was granted by the Wrights sixteen years later via the 1984 Easement Agreement. Multiple witnesses with personal knowledge have testified that the use of any roads leading from Roberta Lane to the Parris Island Gateway were permissive. Plaintiff has no evidence to the contrary. There is no genuine issue of material fact as to whether the dirt access road and the North Branch were used with permission, thereby defeating Plaintiff's claim for a prescriptive easement in either. As a result of Plaintiff's failure to establish a prescriptive easement in either the dirt access road or the North Branch, it is impossible for Gasque to have interfered with such a non-existent right. Therefore, Gasque is entitled to summary judgment on the intentional interference claims as to any prescriptive easement rights plaintiff might have in either the North Branch or dirt access road.

B. The 1984 Easement Agreement Expressly Provided (1) Permission for Plaintiff and Her Predecessors-in-Title to Utilize the Dirt Access Road, and (2) That the Dirt Access Road Would Be Moved at a Future Time.

Plaintiff relies on the 1984 Easement Agreement to establish the existence of an easement by grant in the dirt access road running from Roberta Lane to Parris Island Gateway. An easement

by grant "may be established by express grant or by express reservation in a deed or other instrument." *Maybank 2754, LLC v. Zurlo*, 444 S.C. 47, 74, 906 S.E.2d 94, 109 (Ct. App. 2024) (quoting 12 S.C. Jur. *Easements* § 6 (2024) (internal quotation omitted)). "As a general rule, to constitute a grant of an easement, any words clearly showing the intention to grant an easement are sufficient." *Id.* (quoting *Ten Woodruff Oaks, LLC v. Point Dev., LLC*, 385 S.C. 174, 180, 683 S.E.2d 510, 513 (Ct. App. 2009) (internal quotation omitted) (emphasis added)). In order to determine whether a document or other words show requisite intent to grant an easement, the Court must look to "the language of the instrument; [and] the grant should be construed so as to carry out that intention." *Id.* (quoting *Ten Woodruff Oaks, LLC*, at 181, 683 S.E.2d at 513) (internal quotation omitted)).

In interpreting purported easements by grant, our courts construe the purported grant "in accordance with the rules applied to deeds and other written instruments." *Id.* (quoting *Binkley v. Rabon Creek Watershed Conservation Dist. of Fountain Inn*, 348 S.C. 58, 71, 558 S.E.2d 902, 909 (Ct. App. 2001) (internal quotation omitted)). If the language of the purported grant is clear and unambiguous, "the language alone determines the contract's force and effect." *Schulmeyer v. State Farm Fire and Cas. Co.*, 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003) (citing *United Dominion Realty Trust, Inc. v. Wal-Mart Stores, Inc.*, 307 S.C. 103, 413 S.E.2d 866 (Ct. App. 1992)). "Whether the language of a contract is ambiguous is a question of law to be determined by the court from the terms of the contract as a whole." *Maybank 2754, LLC*, at 75, 906 S.E.2d 109.

The 1984 Easement Agreement notes that, as of 1984, seven lots had been sold out of the Wrights' commonly-owned property as shown in the 1959 Plat, which covered both the Apartment Property and the Plaintiff Property. The 1984 Easement Agreement goes on to note that Roberta Lane is shown on the 1959 Plat as 50' wide, and that the Wrights promised that there "will be" an

entrance from the seven lots at the northern end of Roberta Lane connecting to the Parris Island Gateway. This is a clear promise from the Wrights, acknowledging that these seven lots did not have access to the public highway, that they would provide some way for the homeowners to reach the same in the future—the words "will be" indicate that this route does not yet exist, but that the Wrights are promising to provide one. The connection between Roberta Lane and Parris Island Gateway, per the 1984 Easement Agreement, was not designated on the 1959 Plat "because of natural barriers and also in the future the location of this may change."

Finally, the Agreement memorializes that "there is a roadway being used by the owners of said lots at this time." (emphasis added). These provisions indicate that the roadway referenced in provision five is different from the promised road contemplated in provisions two, three, and four. Provision five goes on to record that the then-in-use roadway "shall remain open until a substitute, usable, and well maintained roadway is relocated." The permission to use the road was expressly granted "for the benefit of the present and future owners of the lots designated and any future lots developed in this subdivision." Thus, the 1984 Easement Agreement identifies (1) a currently used road connecting Roberta Lane to Parris Island Gateway (which is most likely the dirt access road first identified in the 1989 Plat given the proximity in time); (2) that the Wrights "shall" allow that roadway to remain open until a new road is relocated; and (3) that at some point in the future, there will be a 50' right-of-way that connects Roberta Lane to Parris Island Gateway.

There is no evidence that this promise made and recorded by the Wrights to provide Belleview Bluff homeowners access to Parris Island Gateway across the Wrights' property is invalid. Throughout Plaintiff's Complaint, she references and relies upon the 1984 Easement Agreement, especially to establish her claim to the easement on the dirt access road. Indeed, Plaintiff alleges that Gasque interfered with "Gecy's Easement Agreement," though she provides

no specifics as to how Gasque accomplished that task. Plaintiff's position appears to be that the 1984 Easement Agreement identified the future 50' right-of-way and the already existing access road as the same road. However, this cannot be true.

The Wrights recorded in the 1984 Easement Agreement that they promised to provide—in the future—a 50' wide road from Roberta Lane to Parris Island Gateway. The phrases used in discussing this 50' right-of-way include "will be," "shall be," and "may change." Conversely, when discussing the dirt access road, the Wrights recorded that "there is a roadway" (no reference to its width) that "shall remain open" until a new roadway is "relocated," all words or phrases that indicate a road already in existence. Therefore, this future promised road—the 50' right-of-way—is clearly a completely different and not-yet-existing road, as compared with the existing, no-width-defined, access road that connected Roberta Lane to the highway. It takes no great logical leap to determine that the then-existing road described in 1984 was likely the dirt access road shown in the 1989 Plat. This same dirt access road was consistently and repeatedly depicted in all of Gasque's plats. While some of the plats do not show portions of the dirt access road located outside of the boundaries being surveyed in his plats, each of which were designated for different and specific purposes, the dirt access road has been a consistent feature on every single plat completed by Gasque since the 1989 Plat.

Given that Plaintiff relies on the 1984 Easement Agreement to establish an easement by grant over the dirt access road, Plaintiff is also bound by the other two unavoidable facts attached to the Agreement: (1) permission was granted to Plaintiff and her predecessors-in-title to use the dirt road crossing the Wrights' property, and (2) the dirt access road only had to remain open "until a substitute, usable, and well maintained roadway is relocated."

The evidence has already established that Plaintiff lacks a prescriptive easement in either the dirt access road or the North Branch. Through the 1984 Easement Agreement, the evidence further establishes that an access road, of no specific width, existed as of 1984 and would remain open until a new 50' right-of-way could be completed in the future. Therefore, if Plaintiff has any easement on the dirt road, it was created by grant that expressly denoted this road was subject to future relocation and improvement.

C. The Evidence Establishes that Gasque Did Not Interfere With Any Right to Use the Dirt Access Road.

Plaintiff alleges that, via the 2022 Plat, Gasque interfered with her rights in the dirt access road by "falsely and deceptively depicting" the dirt road "as a 5-foot easement rather than a 50-foot easement." There are no other allegations as to how Gasque allegedly interfered with Plaintiff's purported right to use the dirt access road.

When Mr. Gasque was out at the properties at issue in preparation for completing the 1997 Plat, he testified that he saw a recently dug ditch aside, and at times crossing, the dirt access road. The width of the ditch and the cast-aside dirt was roughly five feet. Despite not knowing exactly what the ditch was for, Mr. Gasque testified that he knew he needed to note the existence of what would soon become underground piping of some kind. Mr. Gasque testified that he assumed this ditch was a water line built by one of the homeowners to access city water. The exact nature of the pipe has never been cleared up; however, Mr. Gasque has continued to note its existence in each plat drawn since the 1997 Plat.

Upon viewing the 1997 Plat, 2010 Plat, 2020 Lot Line Reconfiguration Plat, 2020 ALTA Plat, and 2022 Plat, one can see that the "5' perscriptive easement" or, as noted in some, "5' easement" is drawn as a distinct separate line from the dirt access road. Indeed, Mr. Gasque repeatedly testified that these were two separate items: the underground presumed water line and

the separate dirt road. Neither the dirt access road nor the "5' perscriptive easement" were depicted as they were because of the 1984 Easement Agreement—that is, Mr. Gasque did not use the words "easement" to identify the dirt access road as the future 50' easement granted by the 1984 Easement Agreement. The "5' perscriptive easement" is simply an underground water line, and the dirt road is the dirt road. Because these two features are entirely separate and neither were based on any wording from the 1984 Easement Agreement creating, as Plaintiff argues, a 50' dirt road easement, it is simply impossible for Mr. Gasque to have somehow "reduced" Plaintiff's rights to any easement in the dirt access road as provided by the same Agreement.

Plaintiff's only allegation against Gasque under her interference with easement rights claim as to the dirt access road is the claim that Gasque depicted a 5' easement where there should have been a 50' easement. The evidence in this case indisputably establishes that the 5' easement was a suspected underground water line separate and apart from the dirt access road. Plaintiff has produced no evidence even suggesting that Gasque intended the "5' perscriptive easement" to represent Plaintiff's claimed 50' easement in the dirt access road. Moreover, this 50' future easement, per the 1984 Easement Agreement, was not yet in existence and thus could not have been the dirt access road. As such, Plaintiff has failed to support her claim that Gasque interfered with Plaintiff's use of the dirt access road. There being no genuine issue of material fact as to the "5' perscriptive easement" versus the claimed 50' easement, Plaintiff has failed to establish Gasque's interference with the dirt access road, thereby entitling Gasque to summary judgment.

D. The Evidence Establishes that Gasque Did Not Interfere With Any Right to Use the North Branch.

Plaintiff has failed to establish that she holds any prescriptive easement in the North Branch. Plaintiff has also failed to establish how Gasque has interfered with said easement. In

her Complaint, Plaintiff alleges that Gasque interfered with her rights to the North Branch by "deleting" it from the 2020 Plat.

The North Branch first appears on the 2010 Plat, which was a wetland buffer preservation plat completed for Richard Ratcliff. Per Mr. Gasque, the entire purpose of this plat was solely to assist the U.S. Army Corps of Engineers with determining the location of the wetland buffers in the neighboring Wright's Point subdivision. Anything aside from the wetland buffers qualifies as "window dressing" merely intended to orient readers of the plat to the general area noted. The dirt access road, which was drawn only for orientation purposes, is shown as leaving Roberta Lane and meandering towards Parris Island Gateway. However, instead of extending to the highway, a T-intersection is shown, with one branch diverting east and one diverting west and into Wrights Point Circle. The latter diversion has been dubbed the North Branch by Plaintiff.

The next plat completed by Gasque was the 2020 Lot Line Plat, which Plaintiff alleges Gasque utilized to "delete" the North Branch. Mr. Gasque testified that the purpose of the 2020 Lot Line Plat was solely to show how lot lines between Parcels A and B were potentially being abandoned to create the Apartment Parcel. Anything outside of the Apartment Parcel is "window dressing." The North Branch does not fall within the Apartment Parcel and thus does not, per Mr. Gasque, the only person in this case qualified to testify as to plats and surveying, have to be depicted with full accuracy as its sole purpose is for orienting the reader to the location. Where the dirt access road reaches the boundary of the Apartment Parcel, Gasque ceased depicting the road, instead continuing on with the lot line that the developers proposed to be abandoned.[1] The North Branch is located well outside the boundaries of the Apartment Parcel, and is thus not shown.

[1] This lot line does, however, roughly track the location of the dirt access road as it existed before the creation of the North Branch as the lot line between Parcels A and B roughly tracked the road.

However, the entry to the North Branch, which was within the confines of the Apartment Parcel, is shown. Additionally, the full North Branch is shown in the Location Map in the upper left corner of the plat. The evidence thus establishes that the North Branch was not, as Plaintiff alleges, "deleted," but was appropriately shown within the boundaries of the Apartment Parcel and shown in full on the Location Map.

Plaintiff's sole specific allegation as to how Gasque "interfered" with her easement rights to the North Branch is that Gasque "deleted" it by not drawing it in full on the 2020 Lot Line Plat. And to the extent that Plaintiff might be making this same argument as to the 2020 ALTA Plat and/or the 2022 Plat, the same circumstances outline above are in play for each of those drawings. The evidence clearly establishes that even though Gasque did not have to depict the North Branch accurately or in full, the road was still shown where appropriate within the boundaries of the Apartment Parcel and on the Location Map. Therefore, Plaintiff has produced no evidence that Gasque interfered with any rights she might have had to the North Branch, and thus, Gasque is entitled to summary judgment.

E. The Evidence Establishes that Gasque Did Not Interfere With Any Right to Use Roberta Lane.

Plaintiff appears to claim that Gasque interfered with Roberta Lane by "remov[ing]" or "subsum[ing]" it in the 2022 Plat. The plat that Plaintiff references in support of her interference claim is one that merely shows a proposed easement. All of the following appear on the plat in full within the boundaries of the Apartment Property: (1) Roberta Lane, (2) the dirt access road, and (3) the "5' easement." The plat shows a new proposed road to be completed from Wrights Point Circle, turning east into the Apartment Parcel, then north to the end of Roberta Lane, following Roberta Lane to roughly the "Reserved Area." This proposed road is shaded and clearly depicted as a proposed easement. Mr. Gasque testified that this proposed easement was provided

to him by the developers—Gasque itself did nothing to delete, remove, or subsume anything on the plat, especially not Roberta Lane, which is still depicted in full. Importantly, plats containing proposed easements are valid and do not themselves create or destroy any property rights. There is no genuine issue of material fact as to whether Gasque removed or subsumed Roberta Lane simply by depicting a proposed easement in the 2022 Plat. Without any evidence presented as to the contrary, Plaintiff has failed to establish a claim against Gasque for intentional interference with her claimed easement rights as to Roberta Lane and Gasque is entitled to summary judgment as a matter of law.

F. The Evidence Establishes that Gasque Did Not Interfere With Any Right to Use the Reserved Area or Border Property.

The Complaint is devoid of any specific allegations as to how Gasque interfered with the Reserved Area or the Border Property. Plaintiff alleges that "Developer seeks to grant others access to the Reserved [A]rea," which is a portion of Roberta Lane as originally shown in the 1959 Plat and described in the Jackson Order. Gasque depicted the "approximate area of Court Order easement" in the 2002 Plat (the first plat at issue following the issuance of the Jackson Order), 2010 Plat (generally outlined, though not in detail as it was outside the purpose of the wetland buffer preservation plat), the 2020 Lot Line Plat (as an "approximate location of Reserved Area"), and the 2020 ALTA Plat. Although not specifically outlined as the "Reserved Area" in the 2022 Plat, this plat still outlined as a specific portion of the Apartment Property and shows portions of a roadway that were on the Reserved Area and adjoining "triangle property." There is nothing in Gasque's plats that suggests Gasque was "grant[ing] others access to the Reserved [A]rea." Instead, Gasque repeatedly identified the Reserved Area in each plat. Plaintiff has provided no evidence as to how exactly Gasque interfered with her claimed easement in the Reserved Area by continuing to depict it in numerous plats. Thus, Plaintiff has failed to establish any evidence to

support a claim against Gasque for intentional interference with any potential easement rights Plaintiff could have in the Reserved Area.

Plaintiff defines the Border Property as a portion of land between the southwestern boundary of the Plaintiff Property and the then-paved portion of Roberta Lane. As to how Gasque interfered with Plaintiff's right to utilized the Border Property, it appears Plaintiff's position is that the Border Property was "deleted" by showing the proposed new road in the 2022 Plat. Again, Gasque merely depicted what others proposed for a new easement, which is permissible. Furthermore, the proposed easement in the area of the claimed Border Property traces the boundaries of Roberta Lane as they have been shown since the 1959 Plat. Thus, Plaintiff has failed to provide any evidence supporting her cause of action for intentional interference with any easement rights Plaintiff might have in the Border Property.

II. Gasque is Entitled to Summary Judgment on the Civil Conspiracy Cause of Action Because Gasque Has Not Conspired With Others to Divest Plaintiff of Any Easement Rights.

Civil conspiracy is defined as "(1) the combination of agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff." *Paradis v. Charleston Cnty. School Dist.*, 433 S.C. 562, 575, 861 S.E.2d 774, 781 (2021). This cause of action necessarily requires the proof of a defendant's intent to harm the plaintiff. *Id.*, at fn. 9 ("Since civil conspiracy is an intentional tort, an intent to harm, which has also been discussed in our conspiracy law, remains an inherent part of the analysis.").

The third element of a civil conspiracy claim, the commission of an overt act, is critical. Plaintiff "must plead additional facts in furtherance of the conspiracy separate and independent from other wrongful acts alleged in the complaint, and the failure to properly plead such acts will

merit the dismissal of the claim." *In re Church*, 657 B.R. 431, 443 (D.S.C. 2024) (quoting *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115–16, 682 S.E.2d 871, 875 (Ct. App. 2009)). "Stated another way, if 'the particular acts charged as a conspiracy are the same as those relied on as the tortious act or actionable wrong, plaintiff cannot recover damages for such act or wrong, and recover likewise on the conspiracy to do the act or wrong.'" *Doe 9 v. Varsity Brands, LLC*, 679 F.Supp.3d 464 (D.S.C. 2023) (quoting *Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 276 S.C. 284, 278 S.E.2d 607, 611 (1981)).

The affirmative actions that Plaintiff claims Gasque took in furtherance of a civil conspiracy include "the filing of the 2020 and 2022 Plat." However, Plaintiff relies on the 2020 Lot Line Plat (alleged "knowing" deletion of the North Branch) and 2022 Plat (alleged "reduction" of a 50' easement into a 5' easement) to establish both her intentional interference with easement rights and slander of title causes of action against Gasque. These alleged acts by Gasque are not specific and additional overt acts in furtherance of any conspiracy. Instead, these are the exact same acts relied upon for other causes of action, which is insufficient to state a claim for civil conspiracy under South Carolina law.

Furthermore, Plaintiff has failed to produce any evidence to even create an inference that Gasque intended to harm her. As to each and every easement claimed by Plaintiff, the evidence establishes only that Gasque depicted what was seen out in the field and what was required to be shown pursuant to any requirements for the specific type of plat completed. Not only did Gasque simply meet his professional requirements for surveying, it is impossible for Plaintiff to establish any intent to harm her. The potential water line identified as the "5' perscriptive easement" first appeared on the 1997 Plat; the North Branch first appeared on the 2010 Plat and was first "deleted," as alleged by Plaintiff, on the 2020 Plat; and the dirt access road and Roberta Lane have been

depicted in full since the 1989 Plat and 1959 Plat respectively. Each of these plats was drawn and recorded before Plaintiff purchased the Plaintiff Property. It is impossible for Gasque to have intended to harm Plaintiff with plats that were drawn before Gasque knew of her existence.

Finally, there is no evidence that Gasque agreed to work with any other person to commit any kind of unlawful act. Mr. Gasque was never privy to any discussions about title concerns that might have arisen with the various property owners and their attorneys. Gasque's work was limited to surveying. Furthermore, there is no evidence of any agreement between Gasque and anyone else to do anything other than draw plats as appropriate. Thus, there is no genuine issue of material fact as to Gasque's honest and appropriate acts related to the drawing of these various plats. And without the elements of intent, overt acts, or any agreement to complete some nefarious conspiratorial act against Plaintiff, Plaintiff has failed to establish a claim for civil conspiracy, and Gasque is entitled to summary judgment.

III. Gasque is Entitled to Summary Judgment Because Gasque Did Not Take Any Action Resulting in the Slander of Plaintiff's Title.

Plaintiff claims that Gasque published false plats that slandered her title in the Plaintiff Property. In order to establish a claim for slander of title, South Carolina law requires Plaintiff to meet each of the following elements: "(1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff's title and (5) causes special damages (6) as a result of diminished value in the eyes of third parties." *Gleaton v. Orangeburg Cnty.*, 440 S.C. 350, 357, 891 S.E.2d 390, 393 (Ct. App. 2023) (quoting *Huff v. Jennings*, 319 S.C. 142, 149, 459 S.E.2d 886, 891 (Ct. App. 1995)). Publication, as is typical with any defamation claim, must have been done by the defendant. *Id.* at 358, 891 S.E.2d at 394 (citing *Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 21, 567 S.E.2d 881, 891 (Ct. App. 2002)). Malice is established by proving that the statement was made with knowledge of its falsity "or with reckless disregard of whether it was false or not."

Pond Place Partners, Inc., at 22, 567 S.E.2d 881, 892 (citing *Fleming v. Rose*, 339 S.C. 524, 526 S.E.2d 732 (Ct. App. 2000); *Huff*, at 150, 459 S.E.2d at 891).

Mr. Gasque testified that he does not record plats. Rather, the plats were recorded and thus published by those who commissioned the plats. With no evidence to the contrary, it is undisputed that Gasque did not publish these allegedly slanderous plats.

Plaintiff has also failed to provide evidence that anything in Gasque's plats was false. As to the dirt access road, this was never presumed to be the future 50' right-of-way promised in the 1984 Easement Agreement, nor was it the same as the water line identified as a "5' perscriptive easement." The dirt access road was depicted adequately and accurately pursuant to the requirements of each plat completed by Gasque. The North Branch has never been deleted by Gasque and in fact is repeatedly shown as existing in multiple plats since its first appearance in the 2010 Plat. While portions of the North Branch beyond the Apartment Property boundaries are not shown in some plats, this was because anything outside of the strict purpose of the plat is only depicted for orienting the reader to the location of the survey. Similarly, Roberta Lane, the Border Property, and the Reserved Area have all been consistently shown—never deleted or "subsumed."

Plaintiff has also not offered any evidence to suggest that Gasque completed any of its plats with malice. Mr. Gasque testified as to the legitimate reasons for drawing each plat the way it was. Rather than establishing that any depiction was made with "malice," the testimony shows that Gasque intended to protect both buyers and sellers by identifying an underground object that could potentially affect the property. With no genuine issue of material fact as to whether Gasque published any false statements with malice via other parties' recordation of his plats, Plaintiff has failed to provide evidence supporting any element of her slander of title claim against Gasque, thereby entitling Gasque to summary judgment.

There is no genuine issue of material fact as to the following:

1. Dirt access road: evidence establishes that this is not the same thing as the "5' perscriptive easement," and Gasque has not "reduced" any rights that Plaintiff might have in the same. Plaintiff does not hold a prescriptive easement in this road because it has been used with permission from the Wrights or B. McNeal Partnership. The 1984 Easement Agreement establishes that Plaintiff's access from Roberta Lane to the Parris Island Gateway could and would change in the future. Gasque has depicted the dirt road faithfully in each of its plats.

2. North Branch: evidence establishes that this branch of the dirt access road likely came to be in use around 2010. Gasque did not "delete" the North Branch, but has consistently appropriately depicted it based on each plat's purpose. Furthermore, Plaintiff has failed to establish a prescriptive easement over the North Branch because it has consistently been used with permission from the Wrights or B. McNeal Partnership.

3. Roberta Lane: evidence establishes that Gasque depicted Roberta Lane as required under various plats. The 2022 Plat depicting an easement proposed by the developers is permissible for recording. The 2022 Plat does not delete or subsume Roberta Lane.

4. Reserved Area: evidence establishes that this property was consistently depicted by Gasque on each plat.

5. Border Property: evidence establishes that this portion of Roberta Lane between the Plaintiff Property and a previously paved portion of Roberta Lane has always been depicted by Gasque on its plats.

Plaintiff has not produced any evidence suggesting that Gasque intentionally interfered with any easement rights that she claims to hold. On the contrary, the evidence establishes that Gasque simply surveyed the properties as required, never deleting or changing any portion of the

easements, nor working with others to accomplish such a task. There is no genuine issue of material fact remaining and Gasque is entitled to summary judgment as a matter of law as to each of Plaintiff's claims brought against it. Therefore, Gasque's Motion for Summary Judgment is hereby **GRANTED** and the case is **DISMISSED** with prejudice as to Gasque.

IT IS SO ORDERED!

_____

The Honorable H. Steven DeBerry IV

June _____, 2025

Beaufort Common Pleas

Case Caption: Christina Olson Gecy , plaintiff, et al VS Integra Wharf At Battery Creek Llc , defendant, et al

Case Number: 2022CP0702351

Type: Order/Other

H. Steven DeBerry, IV

Circuit Court Judge 2771