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**Sep 29 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

The Honorable G.D. Morgan, Judge

Appellate Case No: 2024-000727

Letchworth Properties, LLC.....Appellant

v.

City of Greer and City of Greer Board of Zoning  
Appeals..... Respondents

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**RESPONDENTS’ OBJECTIONS TO APPELLANT’S MOTION TO SUPPLEMENT THE  
RECORD ON APPEAL**

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The Respondents, City of Greer, and City of Greer Board of Zoning Appeals, hereby object to the Appellant’s motion to supplement the record pursuant to Rule 212, *SCACR*, for the following reasons:

First, Appellant’s motion fails to identify which documents it desires to supplement to the Record on Appeal. Appellant attaches exhibits to its motion identified as Exhibits A – D but never identifies these exhibits has documents it wants to supplement to the Record on Appeal.

Second, if the exhibits identified as Exhibits A - D are the documents Appellant wishes to supplement to the Record on Appeal, they are improper and irrelevant to the issue(s) before the Court. Rule 210(c), *SCACR*, is clear, which provides that “[t]he Record shall not, however, include matter which was not presented to the lower court or tribunal.” Exhibits A – D consist of

**CITATION OF AUTHORITIES**

**STATUTES**

S.C. Code Ann. §6-29-800 .....2

**RULES**

Rule 210(c), *SCACR*.....1

Rule 212, *SCACR*.....1

documents not presented to the lower court. Rather, Exhibits A – D consist only of the Appellant’s attempted settlement negotiations with the Respondents, which occurred after the submission of final briefs to this Court. Furthermore, settlement negotiations between the parties do not assist this Court with evaluating the issues before the Court, i.e., whether the circuit court erred in denying Appellant’s request for a variance pursuant to S.C. Code §6-29-800(A)(2). Therefore, the documents should not be added to the Record on Appeal.

Third, it is unfortunate Appellant uses this motion to allege that Respondents made material misrepresentations to the Board of Zoning Appeals (“BZA”), circuit court, and this Court. Respondents are willing to give Appellant the benefit of doubt in using a poor choice of words, but in any event, Respondents firmly deny such allegation. Respondents’ position has never changed, and it has not made any misrepresentations to the BZA, the circuit court, this Court, or to the Appellant. Appellant bases this allegation of material misrepresentation upon Respondents’ reply to an email dated August 14, 2025, rejecting Appellant’s settlement offer. To show why Respondents have not made any misrepresentations, it is helpful to see the full context of the discussions between the parties, copies of which are attached hereto as **Exhibits “A” – “D.”**

On June 24, 2025, Appellant sent a settlement offer to the Respondents. **Exhibit “A.”**

On July 1, 2025, upon review of the settlement offer, Respondents provided a response asking several questions about the proposal. Considering Appellant’s allegation in this motion, please note that Respondents advised the Appellant in its response that the City would not object to a “reasonable timeframe to comply *or to allow fencing as long as it complies with the City’s UDO.*” **Exhibit “B”** (italics added).

On August 14, 2025, Appellant sent a letter to Respondents, which stated as follows: “Since the settlement offer fully complies with the City code and you have informed two courts

my client has the right to build fully compliant fencing *anywhere* on its property, I am at a complete loss to understand what objection the City might have to settlement.” (**Exhibit “C,”** italics added).

In response, Respondents replied on August 14, 2025, and stated that the Respondents rejected the Appellant’s settlement offer and further stated, “I never said that your client has a right to construct compliance fencing “*anywhere.*” I did say that your client has the right to construct a fence as allowed by the regulations.” (italics added). This statement is consistent, and remains consistent, with the Respondents’ position regarding Appellant’s ability to construct fencing on its property. Respondents will allow fencing if it complies with the City of Greer’s zoning ordinance. Respondents never said Appellant could place fencing “*anywhere*” – not before the Board of Zoning Appeals, before the circuit court, or before this Court. Respondents were merely pointing out to the Appellant that the use of the word “anywhere” was not consistent with Respondents’ prior representations. Respondents did not – in any form or fashion – change its position regarding Appellant’s ability to construct fencing on its property as allowed by the City’s zoning ordinances. Furthermore, the location of Appellant’s fence was never an issue before the BZA and is not an issue before this Court. The issue has always been the type of fence Appellant installed, and the City’s zoning ordinance does not allow a chain link fence.

Finally, Appellant’s motion and the settlement discussions between the parties further demonstrate why a variance is improper. Appellant must demonstrate hardship, which it alleges based upon safety issues. However, because the City allows fencing – as long it complies with the zoning regulations – Appellant cannot demonstrate hardship and it was not an abuse of discretion or error or law for the lower court to uphold the decision of the BZA.

WHEREFORE, based upon the foregoing, Respondents respectfully object to the Appellant's motion to supplement the record on appeal.

Respectfully submitted,

DUGGAN & HUGHES, LLC

s/Daniel R. Hughes

DANIEL R. HUGHES (SC Bar #72547)

457-B Pennsylvania Avenue

P. O. Box 449

Greer, SC 29652-0449

Telephone: (864) 334-2500

Facsimile: (864) 879-0149

ATTORNEYS FOR RESPONDENTS


Dated: September 29, 2025  
Greer, South Carolina

# EXHIBIT "A"

 Outlook

**RE: Letchworth Properties, LLC v. City of Greer and Greer Board of Zoning Appeals: Proposed Settlement**

From Marshall Lawson <marshall@lawsonlawsc.com>  
Date Mon 7/7/2025 3:13 PM  
To Daniel Hughes <dhughes@dugganhughes.com>

 2 attachments (1 MB)  
Response to DH 7.7.25.pdf; HGD Future Plans.pdf;

Daniel:

Please see attached.

***Kindest Regards,***

*J. Marshall Lawson, Esq.  
Managing Member  
The Lawson Law Firm, LLC  
(803) 730-3510*

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**From:** Daniel Hughes <dhughes@dugganhughes.com>  
**Sent:** Tuesday, July 1, 2025 5:43 PM  
**To:** Marshall Lawson <marshall@lawsonlawsc.com>  
**Subject:** Re: Letchworth Properties, LLC v. City of Greer and Greer Board of Zoning Appeals: Proposed Settlement

Marshall,

I'm running this proposed agreement up the flagpole at the City, but here are my initial thoughts as to proposed Settlement Agreement:

Pgh 1 - the City did not restrict the property in the 1987 deed. The City cannot modify the deed restriction on its own by Council action. I need you to be more specific as who where you want

the fencing located because I don't understand how the deed restriction keeps you from having the fencing you want in the "east parking lot."

Pgh 2 - What changes are you proposing to the parking and drive?

Pgh 3 - I very much appreciate the offer to remove the chain link fence.

Pgh 4 - I do not believe the City would object to a reasonable timeframe to comply or to allow fencing as long as it complies with the City's UDO.

Thanks, Daniel

Daniel R. Hughes  
Duggan & Hughes, LLC  
457-B Pennsylvania Avenue (29650)  
P.O. Box 449  
Greer, SC 29652  
(864) 334-2500 (main)  
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**From:** Marshall Lawson <[marshall@lawsonlawsc.com](mailto:marshall@lawsonlawsc.com)>  
**Sent:** Tuesday, June 24, 2025 2:19 PM  
**To:** Daniel Hughes <[dhughes@dugganhughes.com](mailto:dhughes@dugganhughes.com)>  
**Subject:** Letchworth Properties, LLC v. City of Greer and Greer Board of Zoning Appeals: Proposed Settlement

Daniel:

Please see attached.

On a related note, I just received the Court's request for additional copies of the record on appeal and final briefs. Please let me know if you would be amenable to requesting a stay pending the City's consideration of the attached settlement offer.

***kindest Regards,***

*J. Marshall Lawson, Esq.*  
*Managing Member*  
*The Lawson Law Firm, LLC*  
*(803) 730-3510*

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# EXHIBIT "B"

## *The Lawson Law Firm, LLC*

4329 Kilbourne Road  
Columbia, South Carolina 29206  
(803) 730-3510  
marshall@lawsonlawsc.com

---

### **SENT VIA EMAIL**

Daniel R. Hughes, Esq.  
Duggan & Hughes, LLC  
PO Box 449  
Greer, SC 29652  
[dhughes@dugganhughes.com](mailto:dhughes@dugganhughes.com)

### ***Re: HGD Fence Litigation***

Dear Daniel:

In response to your request for information/clarification regarding proposed fencing in the public parking lot, please see those issues restated and Letchworth's responses below:

Pgh 1 - the City did not restrict the property in the 1987 deed. The City cannot modify the deed restriction on its own by Council action. I need you to be more specific as to where you want the fencing located because I don't understand how the deed restriction keeps you from having the fencing you want in the "east parking lot."

Pgh 2 - What changes are you proposing to the parking and drive?

Pgh 3 - I very much appreciate the offer to remove the chain link fence.

Pgh 4 - I do not believe the City would object to a reasonable timeframe to comply or to allow fencing as long as it complies with the City's UDO.

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### FENCE LOCATION

The new fence would be constructed a couple of feet off the CSXT right of way (measured approximately 22'-00" from the centerline CSXT's Mainline). The location is shown on the attached schematic which also shows the necessity of relocating the drive connecting Depot Street northward. Mr. Hawkins will prepare a more detailed drawing upon request.

## DEED RESTRICTION

Regarding the deed restriction, I would appreciate some clarification regarding your statement the City is not restricting HGD property. The Deed from the Greenville County Redevelopment Authority to Station One which runs with the land requires public parking on the property "acting in behalf of and in concert with the City of Greer". The deed restriction is clearly for the benefit of the City and presumably the City would seek to enforce such right. Any modification of the deed restriction would presumably require both the City's and Authority's consent. So, I am confused about the purpose/meaning of the statement the City is not restricting the property.

You also state you "do not understand how the *deed restriction* keeps [Letchworth] from having ... fencing ... in the 'east parking lot'". From our perspective, the deed restriction impacts fencing in two ways:

First, a fence in the parking lot would interfere with two or more public parking spaces and the connector to Depot Street, seemingly in direct violation of the deed restriction. Taken to its logical conclusion, your question/statement implies the City would have no objection to Letchworth constructing fencing anywhere in the parking lot regardless of how many public parking spaces were taken (fenced off). I don't think that's what you mean but would appreciate clarification.

Second, Section 6-29-1145 of the Local Government Comprehensive Planning and Enabling Act of 1994 prohibits the issuance of a permit or permits over a restrictive covenant. Given the fact there has been no response to Appellant's arguments regarding the statute in the Court of Appeals, it is not clear to me whether the City contends the statute does not apply to the deed restriction or that the City would be willing to grant the necessary permits over the statutory prohibition. I'm not sure my client cares, provided the City agrees to issue the necessary permits but I would appreciate clarification.

I look forward to your response.

Yours very truly,

*J. Marshall Lawson*

J. Marshall Lawson

The Lawson Law Firm, LLC

4329 Kilbourne Road

Columbia, SC 29206

Attachment

# EXHIBIT "C"

## The Lawson Law Firm, LLC

4329 Kilbourne Road  
Columbia, South Carolina 29206  
(803) 730-3510  
marshall@lawsonlawsc.com

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August 14, 2025

**SENT VIA EMAIL**

Daniel R. Hughes, Esq.  
Duggan & Hughes, LLC  
PO Box 449  
Greer, SC 29652  
[dhughes@dugganhughes.com](mailto:dhughes@dugganhughes.com)

**RE: LETCHWORTH PROPERTIES V. CITY OF GREER AND GREER BOARD OF ZONING APPEALS (Appellate Case No. 2024-000727).**

Daniel:

On June 24, 2025, my client made a good faith offer of settlement to the City of Greer in the above referenced matter in the format you requested (draft Resolution and Settlement Agreement). As of today's date, almost two months later, Letchworth has received no response from the City other than your request for information, dated July 1, 2025, to which my client timely responded on July 7, 2025.

Since the settlement offer fully complies with the City code and you have informed two courts my client has the right to build fully compliant fencing **anywhere on its property**, I am at a complete loss to understand what objection the City might have to settlement. Given that the clock is running on the Court's generous decision (Order of July 18, 2025) to hold the case in abeyance for a period of 90 days, a timely response to the settlement offer stating the City's position would appear to be in order.

I look forward to your response.

Yours very truly,

J. Marshall Lawson

J. Marshall Lawson

Managing Member

The Lawson Law Firm, LLC

Enclosure/Attachment (Order)

# EXHIBIT "D"

 Outlook

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**Re: Appellate Case No. 2024-000727: Settlement Offer**

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**From** Daniel Hughes <dhughes@dugganhughes.com>

**Date** Thu 8/14/2025 11:18 AM

**To** Marshall Lawson <marshall@lawsonlawsc.com>

Marshall,

I am sorry I did not get back to you sooner. I did discuss the settlement proposal with the City and they are not interested other than for your client to remove the non-compliant fencing.

I never said that your client has a right to construct compliant fencing "anywhere." I did say that your client has the right to construct a fence as allowed by the regulations.

Thanks, Daniel

Daniel R. Hughes  
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**From:** Marshall Lawson <marshall@lawsonlawsc.com>

**Sent:** Thursday, August 14, 2025 10:39 AM

**To:** Daniel Hughes <dhughes@dugganhughes.com>

**Subject:** Appellate Case No. 2024-000727: Settlement Offer

Daniel:

Please see attached.

***Kindest Regards,***

*J. Marshall Lawson, Esq.  
Managing Member  
The Lawson Law Firm, LLC*

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Letchworth Properties, LLC.....Appellant

v.

City of Greer and City of Greer Board of Zoning  
Appeals..... Respondents

**RESPONDENTS' PROOF OF SERVICE**

I certify that I have served **RESPONDENTS' OBJECTIONS TO APPELLANT'S MOTION TO SUPPLEMENT THE RECORD ON APPEAL** on Appellant, electronically and by depositing a copy of it in the United States Mail, postage prepaid to the following:

J. Marshall Lawson  
The Lawson Law Firm, LLC  
4329 Kilbourne Road  
Columbia, SC 29206  
[marshall@lawsonlawsc.com](mailto:marshall@lawsonlawsc.com)  
Attorney for Appellant

s/Daniel R. Hughes  
Daniel R. Hughes (SC Bar #72547)  
DUGGAN & HUGHES, LLC  
457-B Pennsylvania Avenue  
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Greer, SC 29652-0449  
Telephone: (864) 334-2500  
Facsimile: (864) 879-0149  
Attorneys for Respondents

Dated: September 29, 2025  
Greer, South Carolina

**DUGGAN & HUGHES, LLC**  
ATTORNEYS AND COUNSELORS AT LAW

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J. Alexander Zimmerman

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September 29, 2025

**Via Email to [ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)**

Clerk of Court  
South Carolina Court of Appeals  
1220 Senate Street  
P.O. Box 11629  
Columbia, SC 29211

**RE: Letchworth Properties, LLC v. City of Greer et al.**  
**Appellate Case No. 2024-000727**

Dear Sir or Madam:

Enclosed herewith please find Respondents' Objections to Appellant's Motion to Supplement the Record on Appeal along with a Proof of Service to Appellant's counsel.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

DUGGAN & HUGHES, LLC



Daniel R. Hughes  
[dhughes@dugganhughes.com](mailto:dhughes@dugganhughes.com)

DRH/tab  
Enclosure

cc: J. Marshall Lawson  
The Lawson Law Firm, LLC  
4329 Kilbourne Road  
Columbia, SC 29206  
[marshall@lawsonlawsc.com](mailto:marshall@lawsonlawsc.com)