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SC Court of Appeals

EXHIBIT A

Form 4 Order denying Appellants' Motion for
Reconsideration

February 5, 2026

Laura Schaible et al
PLAINTIFF(S)

Ionka Sonja Taylor 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 review and consideration of the Defendant's Motion for Reconsideration, filed January 23, 2026, this Court respectfully DENIES the Defendant's Motion for Reconsideration, except to correct the fact that Rebecca Palmer did not convey Lot 6 to the Defendants; instead, her heirs conveyed Lot 6 to the Defendants.


This Court also respectfully DENIES the Defendant's Motion to Supplement Pleadings, filed January 23, 2026.

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 02/04/2026 .



Mar 04 2026

SC Court of Appeals

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: Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number: 2025CP1003402

Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

EXHIBIT B
Final Trial Order
January 13, 2026

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SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
)

) CASE NO.: 2025-CP-10-03402

Laura Schaible and Russell Schaible,

)

Plaintiffs,

)

vs.

)

Ilonka Sonja Taylor and David Abdo,

)

Defendants.

)

ORDER AND JUDGMENT

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Mar 04 2026

SC Court of Appeals

This matter came before the Court for a trial on October 22, 2025. Plaintiffs Laura Schaible and Russell Schaible appeared with their counsel, W. Andrew Gowder, Jr. of Austen & Gowder, LLC. Defendants Ilonka Sonja Taylor and David Abdo appeared with their counsel, Jennifer Williams of the Law Office of Jennifer K. Williams, LLC.¹ The Court, having considered the pleadings, the testimony of the witnesses, the exhibits admitted into evidence, the arguments of counsel, and fully informed in the premises, hereby makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

A. The Properties and Chain of Title

1. The properties in this action, Lots 5 and 6, Block K, are located in the Crescent subdivision in Charleston, Charleston County, South Carolina, as shown on the plat titled "Map of Lots No. 4-5 and 6 Section K of The Crescent" prepared by J.P. Gaillard, dated February 1929 and recorded in Book F-35, Page 168 (Plaintiffs' Exhibit 2).

¹ This case originated in January 2018 with Case No.: 2018-CP-10-0440. Due to difficulty in getting the matter to trial (the case had been settled at one time, but that settlement failed), the Court dismissed the original action and the case was restored with its 2025 Case Number. Neither trial counsel were the original attorneys on the case.

2. On or about May 11, 1940, Charles S. Dwight acquired title to Lot 4, Lot 5, and Lot 6 by deed recorded at Book R51, Page 125 (Defendants' Exhibit 10).
3. On or about September 22, 1959, Charles S. Dwight conveyed Lot 6 to Rebecca M. Palmer by deed recorded at Book R68, Page 10 (Plaintiffs' Exhibit 15). Included in the deed was the following language:

*Together with a permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, **lying between Lot 4, Block K and Lot 5, Block K**, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described, from Broughton Road.*
(emphasis added)

4. On October 21, 2005, Plaintiffs Russell and Laura Schaible acquired Lot 5 (31 Broughton Road) by deed recorded at Book D559, Page 376 (Plaintiffs' Exhibit 10). Russell Schaible testified that they purchased the property in "fall 2005" and moved in following a "14 month[]" renovation "in the spring of 2006." (Tr. 17:1-2.)
5. On August 27, 2007, Defendants Taylor and Abdo acquired Lot 6 (29 Broughton Road) by deed recorded at Book J637, Page 091 (Defendants' Exhibit 22). Defendant Taylor testified that she and her husband "moved in in February-ish 2008." (Tr. 136:1-2.)
6. Significantly, the 2007 deed into Defendants (Defendants' Exhibit 22) altered the original legal description and describes the access easement as being located "between Lot 4, Block K and Lot 6, Block K"— which correctly identifies the actual location of the driveway, not between Lots 4 and 5 as stated in the originating 1959 deed. Defendant Taylor acknowledged this language during her redirect examination. (Tr. 154:23-155:1.)
7. On January 10, 2018, Defendant Abdo purchased 27 Broughton Road (Lot 7). Defendant Taylor testified they moved from 29 Broughton Road to 27 Broughton Road in approximately February 2018. (Tr. 138:3-6.)

8. Since 2018, the house at 29 Broughton Road has remained vacant. Russell Schaible testified the house "remained vacant and has never been occupied since" and has been used only for "[s]torage." (Tr. 50:5-6, 10.)

B. The Defective Deed

9. The 1959 deed (Plaintiffs' Exhibit 15) claims to establish an easement over "a fifteen-foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K."
10. Lots 4 and 5 share a common boundary line. There is no strip of land "between" them. When asked what is located between Lots 4 and 5, Russell Schaible testified: "No. I mean, because there's no strip of land." When asked what is there, he testified: "Boundary line." (Tr. 28:16-19.)
11. When asked whether it is "physically possible to locate a 15-foot driveway between lots four and five," Russell Schaible testified: "No." (Tr. 27:2-4.)
12. I find the Defendants conceded the point when the Court asked whether the deed was ambiguous: "If we're going to isolate that one piece, we can do that, and we can be very literal and say, well, there can't be 15 foot between lot four and lot five." (Tr. 130:6-9.) In fact, when asked directly, Defendant's counsel stated: "I do not think that it's ambiguous." (Tr. 130:23-24.)
13. The actual driveway is located between Lots 4 and 6—as correctly stated in the 2007 deed to Defendants and confirmed by all witnesses. Russell Schaible testified the 15-foot driveway is located "[b]etween four and six." (Tr. 26:23.)
14. The 1959 deed describes an impossible physical location, and so the Court concludes the easement fails on its face as described within the four corners of the deed.

C. The Parties

15. Defendant Ilonka Sonja Taylor is a practicing attorney who graduated from USC School of Law in 1996. When asked whether she read the 1959 easement before closing on the property, she admitted: "Probably not." (Tr. 146:4-6.)
16. Defendant David Abdo has been a real estate investor since 1988 and owns over 50 properties.
17. The Court finds the knowledge and sophistication of Defendants—an attorney and an experienced property investor—defeats any claim of mistake or ignorance.

D. No Necessity for the Easement

18. Lot 6 has over 90 feet of frontage on Broughton Road. Russell Schaible testified: "The approximate 90 foot of frontage they have to Broughton Road" provides direct access to the property. (Tr. 30:3-4.) The necessity required for an easement by necessity must be actual, real, and reasonable as distinguished from convenient, but need not be absolute and irresistible. *Jowers v. Hornsby*, 292 S.C. 549, 357 S.E.2d 710 (1987) (citing *Steele v. Williams*, 204 S.C. 124, 28 S.E.2d 644 (1944)).
19. When asked whether an easement was necessary to access Lot 6, Russell Schaible testified: "No." (Tr. 29:1-3.)
20. When asked whether Plaintiffs' driveway was "essential" for access to 29 Broughton, Defendant Taylor conceded: "Well, I mean, I can walk anywhere in my yard off of it onto 29 Broughton." (Tr. 153:17-21.)
21. Laura Schaible testified that when they purchased their property, their attorney explained the easement was simply "so that people at 29 and 33 can get in and out of their property through the driveway." (Tr. 99:14-16.)

E. The Planned Property Merger

22. Defendant Taylor testified their plan is to "build a single house over both lots." (Tr. 138:12-13.)
23. Defendant Taylor testified the City requires the lot line to be abandoned: "You either have to adhere apparently to the setbacks or drop the property line." (Tr. 150:9-11. See also Plaintiff Exhibit 16, pg. C102 which shows the construction driveway.)
24. Russell Schaible testified that the Abdos' construction plan depicts a 2,750 sq ft structure with only 1,400 sq ft of living space and a 77 sq ft kitchenette—a "guest wing" to be integrated with 27 Broughton Road. (Tr. 51:6-13.)
25. The construction plans include a gravel "construction drive" providing direct access to Lot 6 from Broughton Road. Defendant Taylor confirmed its existence. (Tr. 151:13-15; Plaintiff Exhibit 16, pg. C102)
26. When asked whether this construction drive could be a permanent access, Defendant Taylor admitted her house is "designed for the entrance to come in on our shared driveway on which we have an easement." I find this shared driveway to be a design choice and not necessary for Defendants' access to Lot 6. (Tr. 153:6-9.)
27. When merged as planned, the combined property would have over 180 feet of frontage on the public Broughton Road, eliminating any necessity argument. (Tr. 51:22-25.)

F. Original Use and Early Relationship

28. Defendants' prior owner, Mrs. Rebecca Palmer and her nurse, "parked in the concrete pad in front of the garage for 29 Broughton." When asked whether Mrs. Palmer made "any use of the driveway other than to go from Broughton Road to their parking pad and back," Russell Schaible testified: "No." (Tr. 30:14-21; 31:3-6.)

29. Laura Schaible testified initially with Defendants, "there were no issues that we noticed at all. . . . [T]hey were using it consistently, how the Palmers did." (Tr. 101:20-23.)
30. Laura Schaible described the early relationship as "very nice," noting: "Sonja and I would share desserts that we made." (Tr. 101:10-14.)
31. Plaintiffs installed a new concrete driveway in April 2008. Russell Schaible testified Defendants "never paid anything for construction or anything we did, which included tying this new driveway in with their parking pad and a drainage system that we installed that really benefited them more than anything." (Tr. 54:24-55:3.)

G. Overburdening the Use of the Driveway

32. Defendant Taylor admitted she characterized her property as a "white trash gauntlet" in an email to Laura Schaible (Plaintiffs' Exhibit 19B). Laura Schaible read the email aloud: "My apologies for the past, present, and future that your guests have to walk the white trash gauntlet to get to your house." (Tr. 104:5-8.) When asked about this characterization, Defendant Taylor acknowledged: "I'm pretty self-deprecating. So I was kidding, but, yes." (Tr. 147:21-22.)
33. Laura Schaible testified the driveway "looked overburdened. It looked like a 7-Eleven because you would drive in and be like, oh, let me get my Slurpee because there's so many cars lined up." (Tr. 104:13-17.)
34. Russell Schaible testified problems began around 2014-2015 when Defendant's Toyota MR2 was parked on the lawn. It "never really moved much" and "sank up to the mud." (Tr. 33:2-5.) When Plaintiff asked Defendant Abdo to move the vehicle, "he declined to do that. He didn't want to consider that at all." (Tr. 33:12-15.)
35. Defendant Taylor admitted her husband is "a car guy" with "more cars than I need, not more than he needs." (Tr. 140:10-11.) She testified the parking pad fits only "two cars" comfortably, and "we already had more than two cars at the time." (Tr. 140:14-18.)

36. Defendant Taylor testified: "I do think that the access point is undefined and, yes, that you could—you know, if you move the house or move the garage or move the entrance that, yes, I think it could be anywhere there." (Tr. 148:14-17.)
37. Defendant Taylor admitted the easement provides for "necessary ingress and egress to the property" and that the word "unrestricted" does not appear. (Tr. 148:18-24.)
38. Russell Schaible testified that since Defendants moved to 27 Broughton Road, "29 has essentially become a parking lot and storage lot for 27." (Tr. 39:8-9.)
39. Russell Schaible testified Plaintiffs have paid over \$16,000 for driveway maintenance since 2005, while Defendants have contributed nothing. (Tr. 54:22-25.)
40. Defendant Taylor admitted that, after the lawsuit was filed, her husband "stopped cleaning up" the driveway "as the Schaibles testified. As far as blowing it and cleaning up grass or leaves, and once they filed suit, he did stop doing that." (Tr. 139:3-6.)
41. Laura Schaible testified Defendants contested their ability to erect a fence, "saying that their easement allowed them unfettered access to their yard from our driveway." (Tr. 106:6-8.)
42. Russell Schaible testified Plaintiffs did not want to sue: "No, not at all," but filed "[b]ecause this situation just gets worse and worse." Of all neighbors, "[t]he only family we ever had an issue with is the Abdos." (Tr. 55:10-19.)

CONCLUSIONS OF LAW

A. Deed Interpretation and the Impossible Description

1. Courts must interpret deeds within the four corners of the document and cannot rewrite unambiguous language. *Springob v. Farrar*, 334 S.C. 585, 590, 514 S.E.2d 135, 138 (Ct. App. 1999).
2. The construction of a clear and unambiguous deed is a question of law. *Gardner v. Mozingo*, 293 S.C. 23, 25, 358 S.E.2d 390, 391-92 (1987).

3. The 1959 deed language "between Lot 4, Block K and Lot 5, Block K" has only one interpretation—the boundary line between adjacent lots, where no 15-foot strip exists.
4. Because the deed describes an impossible physical location, the easement fails.
5. Reformation requires clear and convincing evidence of mutual mistake. *Kiawah Resort Assocs.*, 421 S.C. 538, 544, 808 S.E.2d 521, 524 (Ct. App. 2017). No evidence of mistake was presented at trial. Any ambiguity has been waived.
6. The law imputes to a purchaser who proposes to acquire title to real estate notice of the recitals contained in any properly recorded instrument of writing which forms a link in a chain of title to the property proposed to be acquired. *Carolina Land Co. v. Bland*, 265 S.C. 98, 107, 217 S.E.2d 16, 20 (1975). The sophistication of Defendants defeats any claim of mistake or ignorance.
7. The Court concludes the easement was void ab initio and never existed as an easement appurtenant to Lot 6.

B. In the Alternative: Easement In Gross

8. Unless an easement has all elements necessary to be appurtenant, it is an easement in gross. *Tupper v. Dorchester County*, 326 S.C. 318, 325-26, 487 S.E.2d 187, 191 (1997).
9. An appurtenant easement must be essentially necessary to the dominant estate. Lot 6's 90-plus feet of frontage defeats the necessity element, as confirmed by Defendant Taylor's admission that she can access her property from the public road without using Plaintiffs' driveway. (Tr. 153:17-21.) See, for example, *Jowers v. Hornsby*, 292 S.C. 549, 550-51, 357 S.E.2d 710, 711 (1987)(“reasonable necessity.”).
10. An easement in gross is a personal privilege that cannot be transferred. *Windham v. Riddle*, 370 S.C. 415, 418, 635 S.E.2d 558, 559 (Ct. App. 2006).

11. If valid, the easement was in gross, granted solely to Rebecca Palmer, was not transferrable, and terminated upon conveyance from Palmer to Defendants. Clearly, at its inception, the easement was not necessary to access Lot 6 and was a personal privilege to use the driveway granted to Rebecca Palmer from Charles Dwight in 1959.

C. As a Further Alternative: Scope Limitations

12. An easement owner cannot materially increase the burden on the servient estate. *Snow v. Smith*, 416 S.C. 72, 86, 784 S.E.2d 242, 249 (Ct. App. 2016).

13. Defendants' use far exceeds what is reasonably necessary. Defendant Taylor's admission that access is "undefined" and can be "anywhere" (Tr. 148:14-17) is unsupported by the deed language, which provides only for the purpose of "necessary ingress and egress." (Tr. 148:18-21.)

14. Use of the driveway to access 27 Broughton Road anywhere along the property line constitutes improper expansion of its purpose.

15. Mrs. Rebecca Palmer used only the parking pad (Tr. 30:14-21; 31:3-6); which established the single point of access to 27 Broughton Road (Lot 6).

16. Plaintiffs have the right to erect a fence on the property line since access to the lot is not unreasonably interfered with and the easement in gross has ended.

ORDER AND JUDGMENT

Based upon the foregoing, it is hereby ORDERED, ADJUDGED, and DECREED:

1. **Primary Relief:** The easement was void ab initio and no such easement exists. Defendants have no right to access Lot 6 over Lot 5.
2. **Alternative Relief:** The easement was in gross, granted solely to Rebecca Palmer, was not transferrable, and no longer exists to access Lot 6 over Lot 5.

3. **Permanent Injunction:** Defendants are enjoined from accessing the easement located on Lot 5 to access 27 Broughton Road (Lot 6).
4. **Costs:** Defendants shall pay the costs of this action.
5. **Further Relief:** The Court shall retain jurisdiction to see that this Order is peacefully followed and for such other relief as the Court deems appropriate to carry out its ruling.

AND IT IS SO ORDERED!

Mikell R. Scarborough
Master In Equity, Charleston County

Charleston, South Carolina
_____, 2026



Charleston Common Pleas

Case Caption: Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number: 2025CP1003402

Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062