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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough,
Circuit Court Judge

Appellate Case No. 2025-001719

Henry Bailem, IV, Joseph Bailem, Sheila Bailem, Diane Jefferson, Michael Jefferson, Sr., Rashica Coakley, and Ann Bailem Simmons,

Appellants,

v.

County of Charleston, Town of Mount Pleasant, DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC, Marie P. Howard, Lewis B. Howard, Jr., Lanelle P. Johnson, William Bailem, Sr., X Syvier Lynn Johnson, Sonia Maria Simmons, Kenneth Davis, Juanita Nelson, Titus Howard, Myeisha Howard, James Howard, And John Doe and Jane Doe, fictitious names used herein to designate the unknown heirs at law, distributes, and/or devisees of all persons who are minors or members of the Armed Forces of the United States of America, as contemplated By the Soldiers' and Sailors' Relief Act, 1940,as Amended, and all persons entitled to claim under and through any of them

Defendants,

of which County of Charleston, Town of Mount Pleasant, DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC are the

Respondents.

RECORD ON APPEAL
VOLUME II of III

W. Andrew Gowder, Jr.
Austen & Gowder, LLC
1629 Meeting Street, Suite A
Charleston, SC 29405
(843) 727-0060
andy@austengowder.com

Attorney for Appellants

EXHIBIT "O"

Deposition Transcript of Henry B. Bailem, IV

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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STATE OF SOUTH CAROLINA | COURT OF COMMON PLEAS

COUNTY OF CHARLESTON | 9TH JUDICIAL CIRCUIT

- - -

HENRY BAILEM, IV, JOSEPH BAILEM, SHEILA BAILEM, DIANE JEFFERSON, MICHAEL JEFFERSON, SR., RASHICA COAKLEY, and ANN BAILEM SIMMONS, Plaintiffs, vs. COUNTY OF CHARLESTON, TOWN OF MOUNT PLEASANT, DRB GROUP SOUTH CAROLINA, LLC f/k/a DAN RYAN BUILDERS SOUTH CAROLINA, LLC, MARIE P. HOWARD, LEWIS B. HOWARD, JR., LANELLE P. JOHNSON, WILLIAM BAILEM, SR.,	CASE NO. 2023-CP-10-00947

(Caption Continued on Page 2)

DEPOSITION OF HENRY B. BAILEM, IV

DATE TAKEN: Tuesday, May 6, 2025

TIME BEGAN: 9:37 a.m.

TIME ENDED: 11:55 a.m.

LOCATION: Adams & Reese
151 Meeting Street, Suite 301
Charleston, South Carolina

REPORTED BY: Marie H. Bruegger, RPR, CRR
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202
803-212-0012

(Caption Continued)

X SYVIER LYNN JOHNSON, SONIA :
MARIA SIMMONS, KENNETH DAVIS, :
JUANITA NELSON, TITUS HOWARD, :
MYEISHA HOWARD, JAMES HOWARD, :
and JOHN DOE AND JANE DOE, :
fictitious names used herein :
to designate the unknown :
heirs at law, distributes, :
and/or devisees of all :
persons claiming under or :
through the devisees, and any :
such persons who are minors :
or members of the Armed :
Forces of the United States :
of America, as contemplated :
by the Soldiers' and Sailors' :
Relief Act, 1940, as Amended, :
and all persons entitled to :
claim under and through any :
of them, :
:
Defendants. :

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APPEARANCES:

AUSTEN GOWDER
BY: W. ANDREW GOWDER, JR., ESQUIRE
1629 Meeting Street Road, Suite A
Charleston, SC 29405
(843)727-0060
andy@austengowder.com
Representing the Plaintiffs

CHARLESTON COUNTY ATTORNEY'S OFFICE
BY: ANDREW L. HETHINGTON, ESQUIRE
Assistant County Attorney
BY: MARC G. BELLE, ESQUIRE
Assistant County Attorney
4045 Bridge View Drive
North Charleston, SC 29405
(843)958-4045
alhethington@charlestoncounty.org
mbelle@charlestoncounty.org
Representing the Defendant County of Charleston

TOWN OF MOUNT PLEASANT
BY: JAMES I. WARD, IV, ESQUIRE
100 Ann Edwards Lane
Mt. Pleasant, SC 29464
(843)849-2020
jward@tompsc.com
Representing the Defendant Town of Mount Pleasant

ADAMS AND REESE, LLP
BY: W. TAYLOR STANLEY, ESQUIRE
1221 Main Street, Suite 1200
Columbia, SC 29201
(803)212-6518
taylor.stanley@arlaw.com
Representing the Defendant DRB Group of South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC

APPEARANCES CONTINUED:

SPERRY LAW LLC
BY: PAUL E. SPERRY, ESQUIRE
P.O. Box 14395
Charleston, SC 29422
(843)345-9880
paul@sperrylawsc.com
Representing the Defendant DRB Group of South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC

DRB GROUP OF SOUTH CAROLINA, LLC
BY: WILLIAM RANKIN, ESQUIRE (Via Zoom)
1101 Slater Road, Suite 300
Durham, NC 27703
Representing the Defendant DRB Group of South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC

ALSO PRESENT:

Marilyn Bailem

Michael Boyle (Via Zoom)

Diane Jefferson

Michael Jefferson

Wesley Linker

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ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

I N D E X

PAGE

EXAMINATION

By Mr. Stanley.....7

By Mr. Hethington.....51

By Mr. Ward.....77

By Mr. Stanley.....87

By Mr. Hethington.....92

Certificate of Reporter.....94

E X H I B I T S

DEFENDANT'S	DESCRIPTION	MARKED
Exhibit 1	Notice of Deposition of Henry Bailem	7
Exhibit 2	Plats	12
Exhibit 3	Amended Complaint and Affidavits	15
Exhibit 4	Large Plat	26
Exhibit 5	Deeds and Easement	28
Exhibit 6	Email Chain Ending in a 5/5/21 Email to Heyward and Timberman from Young	40
Exhibit 7	8/21/19 Letter from Jeffery Ulma	44
Exhibit 8	3/31/20 Letter from Town of Mount Pleasant	45
Exhibit 9	Photograph	47

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

MARKED

Exhibit 10 Photograph.....61

Exhibit 11 Photograph.....64

Exhibit 12 Photograph.....64

Exhibit 13 Plans and Notes of Mark Cain.....69

Exhibit 14 Mount Pleasant Public Services Work Order.....83

- - -

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 7

- - -

P R O C E E D I N G S

- - -

(Defendant's Exhibit 1, Notice of Deposition of Henry Bailem, was marked for identification.)

MR. STANLEY: Andy, this is just the notice. I'll go ahead and mark that.

MR. GOWDER: Okay. I didn't see any documents ahead of time. I just want to make sure I didn't miss something.

MR. STANLEY: We put in the notice that if the documents had been exchanged between the parties, that we identified them pursuant to Rule 30 whatever. Is it (j)(e)?

MR. GOWDER: Okay. I just wanted to make sure I didn't see anything in particular.

MR. STANLEY: No.

MR. GOWDER: That's fine.

HENRY B. BAILEM IV

being first duly sworn, testified as follows:

- - -

EXAMINATION

- - -

BY MR. STANLEY:

Page 8

Q Mr. Bailem, can you please state your name for the record.

A Henry B. Bailem, IV.

Q Have you ever been deposed before?

A Yes.

Q How many times?

A A couple times, yeah.

Q What were those cases?

A Well, accident.

Q What kind of accident?

A Once a job related and the next a car accident.

Q Do you remember when those depositions were?

A No.

Q Are either of those cases currently pending?

A Yes.

Q Which one?

A The job-related accident.

Q And where are you employed?

A ILA.

Q What is ILA?

A International Longshoremen.

Q So you work at one of the ports here in town?

Page 9

A Yes.

Q What do you do?

A You got to speak up. I'm a little hard of hearing. I got hurt in an accident.

Q What do you do for ILA?

A Drive truck, lashing, whatever the job calls for for that day.

Q I'll go back, go over a couple of ground rules. Since you've been deposed, you probably know these. If I ask you a question and you answer, I'm going to assume that you understood the question. Is that fair?

A Yes.

Q If you don't understand the question, tell me, and I'll try to rephrase it and make it clear.

A Yes.

Q Doing a good job so far. You have to give verbal responses. The court reporter is here taking down everything that we say, and so uh-huhs, huh-uhs, or head nods are very hard for her to take down, so if I say is that a yes or is that a no, I'm not trying to be rude, I'm just trying to make sure we have a clear record, all right.

A Got it.

Page 10

Q Lastly, now that you've been placed under oath, if you engage in any off-the-record conversations with your lawyer, I'm entitled to ask you about that. I just have to tell you that under our rules, all right.

A Okay. Like I say, you got to -- you're sounding a little muffled. I got hearing loss in my --

Q I'll do the best I can.

A Okay.

Q If you can't hear me, you tell me, all right.

A All right. Let me see if I can get a little closer to you.

Q So this case is about John Ballam Road, right?

A Yes.

Q Who owned the Bailem property before 1986?

A The Bailem family.

Q And who was that?

A It was put in my great-great grandmother name, Flora Bailem.

Q And who were the living heirs in 1986?

A Henry Bailem, Jr., Florence -- no, sorry. Henry Bailem, Jr., Rebecca Jefferson, and Estelle

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 11

Capers.
Q In '86, the plat was created, right?
A Yes.
Q And who was involved in that?
A I was.
Q Just you?
A Yes.
Q No one else?
A They turned it over to me and tell me to divide the property up.
Q So the owners of the property were not involved in creating that plat?
A I hired the lawyer, and I hired the surveyor.
Q Were the owners of the property involved in creating --
A They signed the plat. They signed the title over to me to have the plat -- the property divided.
Q They signed the title over to you?
A Once the -- once -- okay. They didn't have a title to the property back in 1986, so I had to get Simms McDowell to do a title search to find out when the family acquired the property, and from there, they told me to go ahead and subdivide the

Page 12

property.
Q So prior to '86, you did not own the property, correct?
A Correct.
Q And did the owners communicate with Mr. Penington?
A No. I was dealing with Mr. Penington.
Q No one else had any conversations with him?
A They just told me what to do, and I told Mr. Penington, and they -- all they did was sign the plat.
Q What were your conversations with Mr. Penington?
A That I wanted the lot -- the property divided into four lots.
Q Anything else?
A That's it, and have a road put in on the opposite side of the property.
MR. STANLEY: We'll mark as Deposition Exhibit 2 numbered plats that are on --
(Defendant's Exhibit 2, Plats, were marked for identification.)
BY MR. STANLEY:
Q If I refer to the Bailem property, do you

Page 13

understand that to mean all five of the lots? I'm just trying to shorthand it a little bit for us.
A Okay. That's not the plat that I had Penington to draw up. I had him divide it into four lots, not five.
Q Okay. What is this plat?
A It's a plat that says five lots.
Q So is there someone that owns one of these lots that's not supposed to?
A Yes.
Q Who?
A It's only supposed to be four lots.
Q Okay. Is there someone that owns one of these five lots that shouldn't?
A The lot that I had Penington to draw up was four lots, so I don't know how he came up with five lots.
Q My question, Mr. Bailem, is there five lots here?
A Yeah.
Q And they're all owned by different people?
A Right.
Q Is there someone that owns one of these five lots that should not own one of the five lots?
A Okay. Let me explain. Lot 1 -- when it

Page 14

was divided into four lots, Lot 1 and Lot 4 went to my aunt Estelle. Lot 2 and Lot 3 was supposed to be one lot, went to my Aunt Becca, Aunt Rebecca. Lot 4 went to my dad, which he -- they signed it over to me.
Q And so how did we get from four lots to five lots?
A That's a good question.
Q And you don't know?
A I don't -- I didn't have anything to do with it.
Q Did the owners of the property have anything to do with it?
A I don't know. I can't say that.
Q Did you see the plat with five lots prior to it being submitted to the County?
A The lot -- the plat that was submitted to the County and approved was four lots.
Q Is that the one -- do you know what a flag lot is?
A No.
Q Is that one that didn't have a road put in, but it had separate access going from each lot directly to Six Mile Road?
A Yes.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 15

Q Do you know if that plat was approved?
A It must have. County approved for four lots.
Q I'm going to hand you the amended summons and complaint.
MR. STANLEY: We'll mark that as Exhibit 3.
(Defendant's Exhibit 3, Amended Summons and Complaint, was marked for identification.)
BY MR. STANLEY:
Q Mr. Bailem, if you will please turn to -- there are affidavits attached to the summons and complaint. Are you aware of that?
A I'm not sure what you mean.
Q Did you sign an affidavit in this case?
A I probably did with Mr. -- with Brian.
Q I'm sorry?
A With our first lawyer, I think I did.
Q Okay. And attached to that affidavit were some exhibits to the affidavit, correct?
A Yes.
Q Do you mind if I snag that? I could kind of direct you where to look. Attached as Exhibit 1 to the amended complaint is a number of affidavits,

Page 16

one of which is titled "Affidavit of Henry Bailem, IV." Is that right?
A Right.
Q Did you sign that affidavit?
A I got to find -- I got to look at what I'm -- not to the public.
Q What's not to the public?
A You're saying that the right-of-way dedicated to the public forever.
Q No, sir. I asked you if you signed that affidavit.
A I don't think I did, not saying it was dedicated to the public forever. I don't remember that part.
MR. GOWDER: I hate to interrupt, Taylor. Can we have a couple more chairs?
MR. STANLEY: Sure. Can we go off the record?
(The deposition went off the record.)
BY MR. STANLEY:
Q So, Mr. Bailem, before we went off the record, I asked you if you signed that affidavit. Do you know if you did or did not?
A Not with that statement in it, no.
Q What statement -- what paragraph are you

Page 17

in?
A Line 8.
Q Paragraph 8?
A Yeah.
Q What's incorrect about Paragraph 8?
A Dedicated to the public forever.
Q So right before that, it says: "Erroneously stated, we hereby dedicate this 50-foot right-of-way for the use of the public forever."
A No. It was always to the family, not to public. If you look at the letter from county council in 1986, it's stated that the four lots were divided, and the road was dedicated to the property owners.
Q Yes, sir, and I'm trying to understand what is incorrect about Paragraph 8.
A It says for the public forever. It should say to the family, to the use of the family, the Bailem family forever, not the public.
Q What this says is that that plat erroneously, incorrectly stated. Maybe I'm misunderstanding what --
A That's what that plaque says, but that's not what was approved by county council, so I don't know how y'all get that.

Page 18

Q Well, let's look at the signature page. Is that your signature on Page 3 of your affidavit?
A Yes.
Q So are you saying you did or did not sign this affidavit?
A I did sign this affidavit, but I'm not -- I don't remember that being in it.
Q Did you read it before you signed it?
A Yeah.
Q And you understood that it was under oath?
A Yes.
Q Now, if we flip to the exhibits to the affidavits, which is after the affidavits, and specifically Exhibit C to the affidavit. That's a subdivision application, correct?
A Right.
Q And who submitted that?
A Michael Jefferson.
Q And who is that?
A Diane and Michael, on the end over there.
Q Those are family members? Those are family members?
A Yes.
Q And did they submit this application?
A I have no idea.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 19

Q Do you see Number 5, it says a number of lots?
A Yes.
Q Says five?
A Uh-huh.
Q Does that refresh your recollection of how many lots were submitted to the County for subdivision?
A When my dad and aunt asked me to do it, I submitted four lots.
Q Did you submit an application to the County?
A Simms McDowell did, Simms McDowell and Penington. I had my lawyer and them to do all the work.
Q Okay. I haven't seen any documentation on that. Does any exist, other than what we've got?
A Well, if you read the statement from the county council, you'll see that it was submitted for four lots.
Q All right. Well, show me -- I think there are a number of exhibits that might help us. If you can point out to me where that is that it's four lots and not five, that would be helpful.
A Some of this stuff has been copied so many

Page 20

times, I can't even see it.
Q This is the way I got it. I'm sorry.
A In that paragraph right there.
Q Where does this say anything about four lots? Maybe I'm just not seeing it.
A Dedication of four lots.
Q Oh, okay.
A And that's left with county council.
Q That says -- and we are on -- we're on a letter from Charleston County Council dated October 10, 1986, correct?
A Right.
Q And that's to Mr. Penington?
A Yes.
Q And what that says is: "Granted approval with the granting of a variance from Section 111 E 12 which would allow the creation of four lots that do not front on a state- or county-maintained road." Is that right?
A Right.
Q Now, one of these lots is on Six Mile Road, right?
A Yeah.
Q And do you dispute that Six Mile Road is a state- or county-maintained road?

Page 21

A Yeah.
Q You dispute -- you do dispute Six --
A No. It's a state -- it's a state road.
Q Okay. So you agree that it is a state road?
A Yes.
Q So if one of the lots is on a state road, Six Mile Road, and there are five lots, that would mean four are not, correct?
MR. GOWDER: Object to the form of the question.
BY MR. STANLEY:
Q You can answer.
A I guess.
Q Okay. So is there anywhere else in what we've got here that says that there were only four lots?
A Well, I know what I asked them to do. I asked them to create four lots.
Q Did you oversee Mr. Penington in his creation of the subdivision?
A Did I help him divide the subdivision?
Q Did you check his work?
A I told Simms McDowell what to do, and he hired Mr. Penington.

Page 22

Q Did you personally check Mr. Penington's work?
A No.
Q Did you see a copy of plats as they were rendered?
A Yes, and there were four lots.
Q Do you have copies of those?
A I probably do, but I didn't -- I didn't happen to bring it with me. Because when this property was subdivided, I was living in a mobile home right where that road is. The County told me that I could put that mobile home there in '85, so why would I put a road where my home was?
Q When you say "that road," are you talking about John Ballam Road?
A Yes.
Q How many different versions of the plat did you see?
A I don't know.
Q By the way, if you go home and you find any of those plats that show just four lots, would you get those to your lawyer, please.
A I will.
Q Who's Russell Brown?
A I have no idea.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 23

Q After this page -- so these next two pages are obviously a split-up copy of a plat. They all go together. The next I think it's three pages go together. Do you see how they kind of fit together?
A Yeah.
Q Did you ever see a copy of that plat?
A Not in this form.
Q What's wrong about that plat?
A Lot 2 and 3 were supposed to be one lot.
Q Anything else? Actually, I think it -- looks like it's four pages right there together.
A Okay.
Q Is there anything else that's wrong about those plats? Or I'm sorry, that plat.
A Yeah. These are the -- this is the way that the road was supposed to be in on the left side of the property instead of the right.
Q Help me with left and right. Do you mean the top or bottom of the page?
A The top.
Q Looks like that road or easement, or whatever we want to call it, is for Lots 3 and 4, and then at the bottom, there's Lot 1 and 2?
A No. Lot 1 was always coming in from a different route. Lot 1 was coming in from Brently

Page 24

Drive off of Rifle Range Road, also Lot 2.
Q Are there any plats that exist showing that?
A No, because all of that's just family property they used to come in through. They used to enter through family property up there.
Q Are there any easements or other written documents that show how --
A There's Brently Drive, Brently Road.
Q Is that a public road?
A No. It's a private road.
Q And you own Lot 5. Is that right?
A Yes.
Q The plat that is Exhibit 2, the first plat there, when was it recorded?
A October of '86.
Q October 24th of '86?
A This says October 7th of '86.
Q Are you at the bottom or at the top? The top is --
A At the bottom.
Q That says: "Approved."
A Okay.
Q So when it was actually recorded is up there at the top.

Page 25

A All right.
Q Do you see where it says 24th day of October 1986?
A Yeah.
Q Did you do anything after this plat was recorded to try to correct any errors?
A I didn't know there was any errors until later on.
Q When?
A I guess 2016, when the people across the street got an address to use our road.
Q And this plat, Exhibit 2, the first page of Exhibit 2, is recorded in Plat Book BK at Page 135. Is that right?
MR. GOWDER: Taylor, in the interest of time, can I point out where it is on the page?
THE WITNESS: I can't -- I can't find that.
MR. STANLEY: Sure.
THE WITNESS: Oh, I can't see that ink. I can see "BK."
MR. GOWDER: It's hard to see.
THE WITNESS: All right, 135. All right.
MR. STANLEY: Tell you what, we actually have a certified larger copy of it. Why don't

Page 26

we use that for this. We won't mark this, but it's --
MR. HETHINGTON: Oh, I'm going to mark it eventually, so if you just want to go ahead and mark it.
MR. STANLEY: All right. We can mark it.
(Defendant's Exhibit 4, Large Plat, was marked for identification.)
BY MR. STANLEY:
Q Might be a little easier to see now.
A Yeah. I can see it now.
Q It's in Plat Book BK, Page 135. Do you see that?
A Right.
Q Those signatures that are on the right side, do you have any reason to believe that those are not those people's signatures?
A Yes.
Q What is that?
A Because when my auntie signed it, she signed it Rebecca -- well, go back. She couldn't have signed it because she was blind. My aunt signed it Estelle Bailem Capers.
Q She signed what Estelle Bailem Capers?
A Right here. Where y'all got Estelle

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 27

Capers, she always signed her name Estelle Bailem Capers. And Aunt Rebecca was blind in 1986, so --
Q Any other reason to believe that those are not accurate?
A Yeah. My auntie was blind in 1986.
Q Yes, sir. Other than you've told me that she was blind in '86 --
A Right.
Q -- and that Ms. Capers signed it Estelle Bailem Capers --
A Right.
Q -- other than those two reasons, is there any other reason to believe that those are not accurate?
A That don't look like my daddy's signature.
Q Anything else?
A On the dedication, it says to the public forever.
Q Well, that has nothing to do with the signatures, does it?
A Well, those are -- the three signatures I don't believe they did.
Q Those same people signed the deed to you in 1988. Is that right?
A Yes. And if you look at that deed, you'll

Page 28

see where my Aunt Becca signed an X and said, "This is my mark."
Q I'm going to mark a number of deeds and an easement as Exhibit 5.
(Defendant's Exhibit 5, Deeds and Easement, were marked for identification.)
BY MR. STANLEY:
Q Let's go to I guess the second deed, the one from Henry Bailem, Jr., Rebecca Bailem Jefferson, and Estelle Bailem Capers to you. Is that right?
A Right.
Q And that was recorded in Book BK 173 at Page 853. Do you see that at the top? Second page, not the first one.
A Second page?
Q I think it's where your finger is. Back a little bit more.
MR. GOWDER: Can I help him? Let me find it.
THE WITNESS: Yes.
BY MR. STANLEY:
Q That's the deed from Henry Bailem, Jr., Rebecca Bailem Jefferson, and Estelle Bailem Capers to you. Is that right?

Page 29

A Right.
Q And do you see -- actually, let's go to -- this is dated January 26th, 1988. Is that right?
A Yeah.
Q And it references the plat that we've marked as Exhibit 4.
A You said -- what was that date again?
Q January 26th, 19 --
A Okay. Yes, uh-huh.
Q And on the first page of that deed, it references the plat that we marked as Exhibit 4: "Plat of lands of John Ballam Estate located in the Liberty Hill area of Christ Church Parish, Charleston County, South Carolina, dated July 23rd, 1986, and recorded in Book BK, Page 135."
A Uh-huh.
Q Let me get you on the right page. Down there at the bottom. And it says that the property that's conveyed is Lot 5 on that plat, right? "Said property containing approximately 2.72 acres of land as shown as Lot 5 on the aforementioned plat."
A Okay.
Q And it also says: "Subject to the easements as shown on said plat." Is that right?
A (Mumbling while reading) To the southwest

Page 30

on John Ballam Road.
Q Right above that: "Subject to the easements as shown on said plat."
A Yes.
Q And that's how you took title to Lot 5. Is that right?
A Okay.
Q Is that right? Is that correct?
A It says said property -- Lot 5. Okay.
Q And so the deed that gave you title to Lot 5 references the plat that is Exhibit 4. What, if anything, did you do to look at that plat and see if there was anything wrong on it when you took title to Lot 5?
A I guess back then, I was young. I didn't really read it. They just -- Simms submitted it to me and told me to sign it.
Q Well, I don't think your signature is on here. Maybe I'm wrong. But if we go back two pages, are those the signatures of Henry Bailem, Jr., Rebecca Bailem Jefferson, and Estelle Bailem Capers?
A Uh-huh.
Q And those you believe are actually their signatures?

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 31

A No.
Q You don't think that those are their signatures?
A No, because -- these are Aunt Estelle and Henry Bailem, but if you look where it says Rebecca Jefferson, you see there's an X, and it says her mark.
Q Any other signature that you think is not accurate?
A No.
Q So if we go to the grant of perpetual easement that's a little bit farther, the next couple pages. You see that one?
A Yeah.
Q Did you sign this one?
A No. I never signed for water, Town of Mount Pleasant, because we had a dispute about that.
Q In 1997, you didn't sign an easement?
A My signature's there, maybe I did, to bring the water pipe through.
Q Go to Page 2 of that easement, Paragraph 1. And in the described property that you granted the easement over, there's a plat that was prepared by EM Seabrook, Jr., and I'm going to read it, entitled "Plat of Permanent Utility Easements of

Page 32

Various Widths Situated on Undedicated Brently Road, Undedicated McManus Road, John Ballam Road Public 50-foot Right-of-Way, and David Green Road Public 50-foot Ingress/Egress Easement About to be Acquired by Mount Pleasant Waterworks and Sewer Commission." Did I read that right?
A That's what it says here.
Q So you signed this document, and it says: "John Ballam Road Public 50-foot Right-of-Way"?
A All these wording was not on there when we signed it. They just brought a petition saying the Town wants to run water through your property. Matter of fact, there's supposed to be water and sewer.
Q And if we go to that first deed in that set that's Exhibit 5, tell me what happened where Mr. Johnson conveyed Lot 5 to you.
A That's when we found out that there were five lots. They said there were five lots, but it was -- he was supposed to survey -- turn over all his rights to me to have the property surveyed.
Q When you say he was supposed to turn over all his rights to have the property surveyed, who is the "he"?
A Mr. Johnson. He is my uncle stepson.

Page 33

Q So you found out there were five lots with this deed, the one from Mr. Johnson to you. Is that right?
A I'm sorry. Say that again.
Q You found out that there were five lots instead of four because of this deed right here from Mr. Johnson to you?
A No. Mr. Johnson wanted to transfer, said he wouldn't want anything to do with the property while we was dividing it.
Q And you have Lot 5, right?
A I have Lot 5, yes.
Q Did Lot 5 -- the fact that there is a Lot 5 not alert you to the fact that there were five lots instead of four?
A I didn't think about it at the time. I told -- I know what I told Mr. Simms and Mr. Penington to do.
Q And this deed is dated January 20th, 1994. Is that right?
A Uh-huh, yes, January 20th, 1994.
Q Did you look at Exhibit 4 -- did you look at the plat that's Exhibit 4 when you received that deed, that January 20th, '94, deed?
A Okay. What am I supposed to see?

Page 34

Q Did you look -- when you received the January 20th, '94, deed from Mr. Johnson, did you look at Exhibit 4?
A No.
Q Did you look at the plat that it references?
A No.
Q And if we look at Exhibit 4, it says -- and I'm going to turn it so I can read it better -- "We hereby dedicate this 50-foot road right-of-way for the use of the public forever." Did I read that right? I'm not asking anything other than if I read it right.
A Yes.
Q How did that statement get on that plat?
A I don't know. I didn't have anything to do with this plat that says five lots.
Q When is the first time you saw that plat, Exhibit 4?
A I can't remember the first time I saw it, but it was after what I hired Simms and Penington to do.
Q Did you see it in 1986?
A I'm not sure.
Q Did you see it in '88, when you received

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 35

your deed from your father and aunts?
A No. I just received the deed from Mr. Simms, and Mr. Simms told me everything was recorded, when I told him it was supposed to be four lots, and when I got the deed, I didn't even realize that said five lots.
Q What did you do when you first saw the plat?
A What year?
Q What did you do when you first saw the plat, Exhibit 4?
A I tried to find out how did it get five lots.
Q What did you discover? What did you discover?
A That somebody went and turned it from four lots to five.
Q How did you find that out?
A I don't remember. It's been such a long time ago. I know we went down to the county office, and they said it's a private road. They always had it marked as a private road. So I don't remember when.
Q Do you think that was in the '90s? The '80s? The 2000s? Just can you help me out with the

Page 36

decade?
A I guess in the late '90s, and they told us that you don't have to worry about it. It's a private road. It's in the book as a private road.
Q Who did you talk to? Do you remember the person's name?
A Can't remember the --
Q Did you do anything to correct the dedication of the road to the public in the '80s or '90s?
A No, because they told me it was recorded as a private road, so we didn't have to do anything about that.
Q If we go back to the amended complaint, Exhibit 3.
A I'm sorry. Say that again.
Q Back to the amended complaint, Exhibit 3. I want to talk about in '94, when Charleston County paved the road.
MR. GOWDER: Can you tell him what paragraph you're on.
MR. STANLEY: Sure.
BY MR. STANLEY:
Q The amended complaint, Paragraph 36. And then we can also look at, if it helps you,

Page 37

Exhibit 1(F) to the amended complaint.
A I'm sorry. Say that again.
Q If you'd like to, it might also help you to look at Amendment 1(F) to the amended complaint.
A 1(F).
Q It's going to be way back. If you want me to, I can get to it for you. I'm just going to show you that's (F). That's the document. The next two pages are what I want to talk about.
In 1994, John Ballam Road was approved to be paved. Is that right?
A That's what it says.
Q Do you recall that the road was paved?
A Not when it was paved.
Q It did get paved, though?
A Yeah, it got paved.
Q Did you do anything, say, "Hey, don't pave my road, that's a private road"? Did you do anything like that?
A Yes, we did.
Q What did you do?
A We told them that we didn't want our road paved. And at the time, they said, "Well, we're just going to fix it better than what it was when we came in." The County came in to dig the ditches and

Page 38

remove the trees. They brought big trucks in. They tore the road up. They said, "Well, we're just going to fix it back better than what it was." And they said, "Well, if you want the road paved, everybody on this road will have to sign a petition."
Q Okay.
A Okay. Nobody signed the petition.
Q Who did you talk to? Who told you that?
A Well, that may be a question more for Diane.
Q Well, I'll ask this, then: Did you talk to anyone?
A No.
Q John Ballam Road was annexed into the Town of Mount Pleasant. Is that right?
A There was a part of the property that was annexed into the Town of Mount Pleasant.
Q Say that one more time. I'm sorry.
A It was a part of John Ballam Estate that was annexed into the Town of Mount Pleasant illegally.
Q How is it illegal?
A Because we didn't sign to join the Town of Mount Pleasant.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 39

Q It's your belief that you had to sign -- is it your belief that you individually had to sign to be annexed?
A Yes.
Q Did anything happen with respect to the road from '86 to '94, when it got paved?
A What do you mean?
Q Who was taking care of it from '86 to '94?
A We were.
Q And since '94, what have you done to maintain the road?
A We cut the grass every day and try to keep the ditch clean, and that's up until today.
Q How about the road, the asphalt? What have you done to maintain the asphalt?
A Well, it's their road. What would we have to do?
Q Have you done anything to maintain it?
A It's asphalt. We don't have to main -- it's not -- well, it wasn't broken until the developer started coming in.
Q And then what did you do when the developer started coming in? What happened?
A First we blocked the road off. The Town of Mount Pleasant came in, told me they were going

Page 40

to arrest me if I didn't unblock the road, and I told them to take me to jail.
Q Did you get arrested?
A No. They took down my gate and took my sign away.
Q And was there some damage to the road?
A At that time?
Q Yes, sir.
A No.
Q When there was -- when the development was going in, did the road get damaged?
A Yes.
Q And who fixed that?
A Nobody. It's still damaged.
Q Did y'all contact -- did you contact anyone with the City -- with the Town or the County with respect to the damage?
A Not about the damage, but we talked to people at the Town of Mount Pleasant and the County about them giving permission to use our road.
(Defendant's Exhibit 6, Email Chain Ending in a 5/5/21 Email to Heyward and Timberman from Young, was marked for identification.)
BY MR. STANLEY:

Page 41

Q The last page, Page 3 of this email, is what I have questions about. Someone named Amie Heyward wrote: "Good afternoon, Chris. A resident on John Ballam has come into town hall to complain about the road cut that was done and not repaired completely." Do you know who that resident was?
A Yeah. We went down there and complained when they cut the road. This is after -- no. This picture you've got is not 19 -- is not 2021, so I don't know what it is. This is last year that they cut this in here. They just -- they just put -- they just cut that in last year, after the subdivision was completed.
Q Well, let's talk about going down to town hall. When did someone go down to town hall?
A We went down to town hall. We spoke to Mayor Haynie and -- I can't remember his transportation director. At first they told us that they did not give the developer easement to the road; they gave them an encroachment to run water across the road or under the road.
Q When was that? When did you --
A 2021 is probably when we went, '21.
Q And at some point, did you go down to town hall to complain about damage to the road?

Page 42

A At some point after that, we probably did. I'm not -- I'm not sure exactly when.
Q Did you ask the Town to fix the damage?
A I asked the Town when is the contractor going to fix the road. They told me they didn't have anything to do with that; that's something the contractor did.
Q I've seen in some documents where another person received an address on John Ballam Road. Are you familiar with that?
A Yes.
Q Who was that person?
A The individual who used to own the property that the development is on now.
Q And when did that property get an address on John Ballam Road?
A I'm not sure exactly. It was before the sale of the property, but I don't know exactly when.
Q At some point, you began to realize that government entities said that the road was public. Is that right?
A Yes.
Q When was that?
A After 2017. In 2017, the first guy that bought the property went to county council, Mount

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Pleasant Council, to have the property annexed into the Town of Mount Pleasant and the use of John Ballam Road. They turned him down because they said John Ballam Road was a private road. This was the October meeting of 2017.

Q How do you know they turned him down because --

A Because I was there. They refused him a permit, say he didn't have access to John Ballam Road.

Q Town council did?

A Town council, Town of Mount Pleasant.

Q I'm not asking you anything about what you told any lawyer or what they told you, but in 2017, did you retain an attorney with respect to John Ballam Road?

A I had a friend of mine looking into it.

Q Who was that?

A John Hagerty.

Q And was a lawsuit filed at that point?

A No.

Q Why not?

A Because the Town turned him down, said he didn't have access to the road.

MR. HETHINGTON: When you get to a good

stopping point, can we take a break?

MR. STANLEY: Yeah. Sure. We can take one right now.

(A recess transpired.)

(Defendant's Exhibit 7, 8/21/19 Letter from Jeffery Ulma, was marked for identification.)

BY MR. STANLEY:

Q Mr. Bailem, I'm going to show you what we marked for identification purposes as Exhibit 7. This is a letter dated August 21st, 2019, from Jeffery Ulma, which I may or may not be saying correctly, to, among others, you. Do you recognize this letter?

A May have. I'm not sure.

Q The last sentence of the first paragraph there says: "Based upon this evidence, we continue to contend that John Ballam Road is a public street which is maintained by the Town of Mount Pleasant." Is that right?

A That's what it says.

Q And that's from August of '19?

A Okay.

Q What did you do in response to this letter?

A We went down there and told them that the Town of Mount Pleasant doesn't take care of the road. The County doesn't take care of the road. Nobody maintenance that road. That's up until today.

Q Did you institute any legal action in 2019?

A No.

Q And the DRB development was beginning back then. Is that right?

A I believe so.

Q Did you do anything to try to stop that development?

A We didn't know they even held a meeting on that development.

Q So is that a no, you didn't do anything?

A We didn't know they had a meeting on the development at county council. We were never notified.

Q Did you do anything to try to stop it?

A No.

(Defendant's Exhibit 8, 3/31/20 Letter from Town of Mount Pleasant, was marked for identification.)

BY MR. STANLEY:

Q Exhibit 8 is a letter from the Town of Mount Pleasant dated March 31, 2020. Did you receive that letter, Mr. Bailem?

A Yes.

Q And this letter says you're required to remove the gate, which is obstructing a public road. Do you see that?

A I see that, but I know it's a private road.

Q Did you do anything to try to have it declared a private road in 2020?

A That's when we started our proceeding to have it -- to draw up a lawsuit.

Q I will represent to you that this case was filed in 2023.

A Right. It's hard to find a lawyer in Charleston that will go up against the County.

Q So when you say you started your proceeding, you're referring to the lawsuit that was filed in 2023?

A Trying to find a lawyer.

Q I'm trying to make sure that we're on the same page. No other lawsuit was filed prior to 2023. Is that right?

A Yes.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

(Defendant's Exhibit 9, Photograph, was marked for identification.)

BY MR. STANLEY:

Q Exhibit 9 is a photograph of some signs. Is that the gate that was referenced in the last exhibit, Exhibit 8, or is that a different fence?

A No. That's just a side gate to my property.

Q Did you put this sign up?

A Yes.

Q And can you show me a plat where the road's been dedicated to the property owners?

A I don't have it with me.

Q Can you show me a plat that's been recorded with the Charleston County Register of Mesne Conveyances that shows that the plat -- or I'm sorry, that shows that the road is dedicated to the property owners?

A The letter from county council.

Q Can you show me a plat that has been recorded?

A No.

Q The right-hand side of that sign, can you tell me what the deceptive means are?

A I'm sorry. Say that again.

Q Well, will you read the sign on the right-hand side of the photo for me.

A Charleston County and the Town of Mount Pleasant are engaged in deceptive means of taking black land.

Q So what are the deceptive means that are referenced there?

A By saying it's a private -- a public road when it's a private road.

Q When was this sign up?

A This sign is -- this sign was put up '21.

Q Is it still there?

A Yeah.

Q Other than saying it's a public road when you contend it's a private road, are there any other deceptive means?

A What do you mean by that?

Q Is there anything --

A I mean, that's -- that should be enough.

Q Yes, sir. And this is my opportunity to talk to you before trial, and I just have to make sure that I understand everything that you're contending, and so is there anything else? If there isn't, that's fine.

A I'm not understanding what you're asking me.

Q Other than private versus public road --

A Right.

Q -- is there anything else that anyone's done that's deceptive?

A Yes.

Q What is it?

A Saying that they maintain the road.

Q Anything else?

A Not that I know of.

Q And then that last line, I want to make sure I'm reading it right. "Can a dead slave sign" -- what's that last word?

A "Can a dead slave sign in." That's the annexation.

Q I didn't know what that was referencing. Thank you.

A Yeah.

Q And what do you mean by -- what are you implying there?

A Well, on the annexation, they got the signature from Flora Bailem. Flora Bailem was my great-great grandmother. She died in the 1800s. So she came back in 1994 and signed the annexation?

Q Okay. Other than what we've talked about so far today, is there anything else that you believe shows that John Ballam Road is a private road?

A That for 30-something years, the County wouldn't maintain the road.

Q The County wouldn't what? I'm sorry.

A Maintain the road. The Town of Mount Pleasant wouldn't maintain the road. I called the State about getting a dead end sign put up there. They said no, it's a private road. The post office wouldn't even let us put our mailboxes down there, saying it's a private road. We still don't have any mailboxes on that road. All our mailboxes are at the head of Six Mile Road.

MR. STANLEY: Andy, a couple things just for the record, and then I'm going to pass the witness. I think that you and Mr. Sperry agreed this was just a deposition for public versus private and that other issues might be brought up after the June 23rd trial.

MR. GOWDER: Based on Judge Scarborough's ruling that he is bifurcating the trials, I agree that these depositions would concern the issues in the first trial and that we would deal with other issues as they became relevant,

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

yeah.

MR. STANLEY: Perfect. And then I know we need to talk a little bit more about discovery. I'm happy to pass the witness at this point, but I think if additional documents come out that go to the issue of public versus private, we ought to be able to reopen these depositions.

MR. GOWDER: If there are -- I will stipulate that if there are additional documents produced that you have not seen, then you may reopen the deposition to ask the witness about them.

MR. STANLEY: Perfect. Thank you. With that, I'm going to pass the witness.

- - -

EXAMINATION

- - -

BY MR. HETHINGTON:

Q Mr. Bailem, good morning. My name is Andrew Hethington, and I'm from the Charleston County Attorney's Office. I represent Charleston County in this case, along with Marc Belle. That's Wes Linker also. He's not an attorney, but he is with the County. First of all, it's good to meet

you.

A Nice meeting you.

Q Thank you for being here this morning. I'm going to try not to replow any old ground. We've got some other depositions to get through today, so I'm going to try to be efficient with my questions.

First of all, I heard you're hard of hearing. Can you hear me okay? Am I talking loud enough for you?

A Yes, yeah.

Q All the rules that applied to your and Taylor's questions are going to apply the same my questions to you, okay.

A Okay.

Q And the other thing I'll tell you is that I'm not always as articulate with my questions as Taylor is, so at some point today if I ask you a question, and you don't really understand where it is I'm going with my question or you don't understand my question, ask me to repeat/rephrase/restate my question in another way so that you understand what it is I'm asking, and I'll be glad to do that, okay.

A Okay.

Q The flip side of that, however, is if I ask you a question, and you answer my question, then it's fair for me to assume that you understood my question. Is that fair?

A That's fair.

Q I want to begin by asking you some questions about Exhibit Number 4 that's in front of you, and that's the big blow-up of the plat that was filed, so if you can get that in front of you. Now, I'll represent to you that I went to the Register of Deeds office and pulled that certified copy. Have you ever been down to the Register of Deeds office and seen the plat that they have recorded down there?

A Yes.

Q You have? Okay. And when, about, did you do that?

A We wasn't aware of anything until two thousand -- I probably went down there in 2016.

Q Okay. And were you able to see what they had recorded and on file down there?

A I just saw this. That's all they would give me.

Q Okay. Did you see the original mylar sheet with the original signatures on it?

A No.

Q Do you recall who you spoke with when you went down there?

A No.

Q I figured not, but I wanted to ask the question.

A There was an old lady. Oh, God. I can't remember her name.

Q Do you recall who was the Register of Deeds at that time? Was it Michael Miller, or was it Karen Hollings? Do you remember?

A I don't know. I spoke to an older lady who had one arm sort of deformed. I can't remember her name.

Q Okay. That's okay. I appreciate it. And I think this was gone over a little bit earlier before, but at the top of that Exhibit 4 that we were looking at, that's I'll represent to you the recording stamp which is put on the document when it is recorded down at the ROD's office. Are you familiar with that process at all?

A No.

Q And I think we had mentioned that was recorded in October, I think, to be specific, October 24th of 1986. Do you have any reason to

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 55

disagree with that?
A I'm not sure on when it was recorded because Simms McDowell was handling all that for me.
Q Sure. So you don't really -- you didn't go down there and personally record the document?
A No.
Q But do you have any reason to disagree with that time that's stamped on the document for when it was recorded?
A No.
Q And at the bottom of that Exhibit 4, there is a stamp of James Penington kind of in the middle of the paper. Do you see that circular stamp that says James --
A October the 7th?
Q To the right-hand side of that.
A Oh, I'm sorry.
Q Right in the middle of the page.
A Right here?
Q There you go, yeah.
A Yeah.
Q And I'll represent to you that that is Mr. James Penington's signature and stamp, who's the registered land surveyor who I understand put this document together for y'all. Is that right?

Page 56

A Yes.
Q And I believe you testified earlier that you were handling the communications with Mr. Penington?
A Mr. McDowell handled most of this.
Q Okay. Did you ever speak with Mr. Penington?
A Probably did when he came out to do the surveying.
Q But you don't have any specific recollection of conversations with him?
A No.
Q And then I want to ask you about Rebecca Jefferson. So this would have been filed in '86, and I believe you said earlier that at some point, Rebecca became blind. Is that correct?
A Yes.
Q Okay. Do you have an idea of how old she was in 1986, roughly?
A Let's see. Maybe about 70, 72, 73, somewhere around there.
Q And she has since passed, I understand?
A Yes.
Q When did she pass away? If you don't know, that's okay. We can move on. I can figure it

Page 57

out.
A I'm not sure exactly when.
Q When you said she was blind, was she permanent -- do you know if she was permanently blind, or legally blind, or what?
A She was permanently blind.
Q Do you know what year that -- what year she became permanently blind?
A No. It was before -- it was before we got married, and we got married in '85, so she was blind before then.
Q It wasn't her entire life?
A No.
Q Do you know if it was a degenerative condition, if it was something -- an accident?
A She was diabetic.
Q She was diabetic?
A Yeah.
Q So is it something that progressed over time, her eyesight got worse over time?
A Yeah.
Q Do you know when she was diagnosed with diabetes?
A I'm not sure.
Q Is there anybody in your family who would

Page 58

be a better historian on her medical history?
A Maybe her daughter, one of her daughters.
Q I want to ask you a little bit about the services that are provided to y'all on John Ballam Road, and just I don't know if this was covered earlier, but how long have you personally lived on John Ballam Road?
A Since 1985.
Q '85. Okay. So when you were deeded the property, when you got Lot 5 deeded to you, that's when you started living on John Ballam Road?
A No. When I moved on the property, we didn't have a deed to the property. We just -- I just got a plat.
Q Oh, excuse me. Okay. '85. Okay. And where were you living at back then along John Ballam Road? Where on the property were you?
A In where the road now is.
Q Okay. And you currently -- going back to Exhibit Number 4, you currently live at the corner lot, the lot that's at the corner of John Ballam and Six Mile?
A Yes.
Q And how long have you been at that property?

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 59

A Since '85.
Q Since '85. Okay. Going back to my original question about services that y'all -- public service that y'all get on John Ballam Road, you had mentioned about the mail. Y'all don't have mailboxes along John Ballam Road?
A Yes.
Q When was the last time that you reached out to the postal service to see about getting your mailboxes moved on John Ballam Road, if you have?
A Not in a long time.
Q Do you have an idea approximately of the last time you talked to them?
A My cousin just got her mailbox -- well, the address, but they told her she had to put the mailbox on Six Mile Road, and that was this year.
Q This year?
A Yeah.
Q And where does she live at?
A She lives on Lot 1.
Q And earlier you were asked about an affidavit that you signed that was filed along with the original complaint, and we were looking at it. Do you recall those questions and that affidavit that you were looking at?

Page 60

A Which one?
Q We can pull it up somewhere. Exhibit Number 3. And I want to ask you about Paragraph 18 to your affidavit, if you'd go to that, third-to-last paragraph. And it mentions, said: "My family and I have never benefited from any public services, including, but not limited to, postal services and school bus services." Did I read that correctly?
A Yes.
Q It goes on to say: "Additionally, my family and I have never benefited from waste disposal services until the Bailem land was annexed into the Town of Mount Pleasant, which occurred on April 11th, 1985." Did I read that correctly?
A Yes. We receive garbage pickup now.
Q So now you have -- and that was going to be my question.
A Yeah.
Q So you have garbage pickup now?
A Yes.
Q And you have public water that goes down John Ballam Road?
A Yes.
Q And you're connected to that?

Page 61

A Yes.
Q Did that happen in about the mid-'90s, if you know?
A I would say yes.
Q Sewer?
A No.
Q You do not have sewer?
A They were supposed to come in with sewer, but they never came back. They put the water in and forgot about us.
Q So you're on septic right now?
A Yes.
Q School bus services, do you know if there have ever been school buses down John Ballam Road?
A No. They still won't come down John Ballam Road.
Q Do you have children?
A Grandchildren that goes to school.
(Defendant's Exhibit 10, Photograph, was marked for identification.)
BY MR. HETHINGTON:
Q I'm handing you what's been marked as Exhibit Number 10 to your deposition. I assume you are familiar with just about every square inch of John Ballam Road. Is that fair to say?

Page 62

A Yes.
Q Does this appear to be John Ballam Road to you?
A Yes.
Q Do you know whose house that is up on the left-hand side?
A That's my cousin Sheila's and Joseph's house.
Q Do you know who that is in the driveway? Can you tell?
A No.
Q You said that's Sheila and whose house now?
A I'm sorry?
Q Whose house is this again, Sheila --
A Sheila and Joseph.
Q And Joseph. Okay. Is that Sheila in the driveway?
A I'm not sure.
Q Up in the upper left-hand corner -- I'll represent to you that I pulled this off of Google Maps yesterday. And that little black box that has 2247 John Ballam Road, and then in white letters to the bottom of that black box, it says August of 2011, so this photo was taken in August of 2011, and

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 63

you'd agree that it shows a school bus on John Ballam Road?
A I don't remember a school bus coming down. All the kids have to walk out to Six Mile Road.
Q And I'm just asking you for purposes of this picture, you'd agree that it shows a school bus on John Ballam Road?
A No. I don't remember this bus.
Q Again, I'm not asking about your personal memory. I'm just asking about by this picture, you'd agree that there is a school bus on John Ballam Road?
A It seems to be on John Ballam Road.
Q Okay. You can set that to the side.
Across from your property, the lands -- and not necessarily your property, but your family's property on John Ballam Road, do you know the folks who used to own --
A The McManuses.
Q The McManuses, okay, own those properties over there. And were you friendly with them? Did you talk with them when they lived there?
A Yeah. They were nice people.
Q Did they ever have access to their property off John Ballam Road?

Page 64

A No.
(Defendant's Exhibit 11, Photograph, was marked for identification.)
(Defendant's Exhibit 12, Photograph, was marked for identification.)
BY MR. HETHINGTON:
Q So you've just been handed, Mr. Bailem, what have been marked as Exhibits 11 and 12 to your deposition, and I'll again represent to you that these are some pictures that I pulled yesterday from Google Maps from off of John Ballam Road, and these were taken in 2007, November of 2007 to be specific.
Let's start with Exhibit Number 12, if you would. Does that appear to be John Ballam Road to you?
A Yes.
Q And on the right-hand side of that picture, there appears to be an asphalt driveway into what was formerly the McManus property. Is that what that appears to be to you?
A Yes.
Q Is that -- do you recall that driveway being there?
A Yes.
Q And so the McManuses had a driveway off of

Page 65

John Ballam Road onto their property?
A They never used it.
Q Do you know how that driveway got there?
A Yes. They got that driveway when he was about to sell the property, and he was thinking about putting a trailer for his aunt, so he said. The trailer never got there.
Q And when did he end up selling the property?
A I don't know exactly when.
Q And you said "he." Who exactly?
A I'm sorry?
Q Who was it? I assume one of the McManuses, but you said "he."
A Yeah.
Q What was his first name?
A One of the son-in -- the son-in-law. I can't -- Nita's husband.
MRS. JEFFERSON: Bill.
MR. JEFFERSON: Bill, Bill Boyd.
THE WITNESS: Bill.
BY MR. HETHINGTON:
Q So he got that put in there so that they could have access to a trailer that he wanted to put on that property?

Page 66

A Right, and that's the one we -- he never put it in there because we went to the County and told them that he didn't have access from John Ballam Road.
Q But he did eventually get the driveway?
A Yeah, he got the driveway.
Q Let's go then to Exhibit Number 11, and I'll represent to you that this is down at the end of John Ballam Road at the cul-de-sac area. And you agree that this also -- and again, this is from 2007. You'd agree that this also shows a driveway going onto the old McManus property?
A Okay. That was put in by the County to have access to a canal ditch that runs along the back of the McManus property, the back of the Bailem property, all the way out to Six Mile -- Rifle Range Road and down to the creek, to clean the ditch.
Q And when, about, was that put in?
A I don't know.
Q Did Mr. McManus ever --
A They just -- this was paved when the road was paved. It was just a cul-de-sac in there with the dirt road across it.
Q Did any of the McManuses use that driveway at all?

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 67

A No.
Q How did the McManuses get to their property?
A Off of North Palmetto Fort on McManus Road.
Q You can set that to the side.
Do you know who John Henry Dingle is?
A Yes.
Q Who is that?
A John Henry Dingle is the -- he was the supervisor for the County.
Q Supervisor for the County?
A Yes.
Q Okay. Do you know him personally or just professionally in your relationship with the County?
A We grew up. I know him personally.
Q Okay. How long have you known Mr. Dingle?
A Just about all my life.
Q When was the last time you spoke with him?
A Last week.
Q And your conversations with Mr. Dingle, I'm assuming you've had conversations with him about this litigation?
A Yeah.
Q Okay. Tell me about some of your

Page 68

conversations with him.
A Well, I just asked him what he remembered about the road.
Q And what did he say?
A He said he remembered that the County didn't put the road in. The road was there and --
Q That's fine.
A Until the County came in to clean the ditch and dig the ditch out with all the heavy equipment, and they tore the road up, so they had to make it better than what it was when they went in.
Q Do you know roughly the dates -- I'm assuming Mr. Dingle no longer works for the County, right?
A No. He's retired.
Q That's right. Okay. And do you know approximately when Mr. Dingle worked for the County, to your memory?
A I don't remember how long he'd been there. I know he'd been there a long time.
Q You said you talked to him about last week or so?
A Yes, sir.
Q Talk about the case or just talk about --
A Well, we were talking about the case, and

Page 69

then we talked about -- reminisce about the old days.
Q Everything? Everything mixes in together?
A Yeah.
Q This is going to be the last thing that I ask you about. Let me make sure --
(Defendant's Exhibit 13, Plans and Notes of Mark Cain, was marked for identification.)
BY MR. HETHINGTON:
Q If you will go ahead and actually flip over to the second page of 13. I'll give you a second to kind of look at that and familiarize yourself with it. You don't need to read it all, or anything like that, but just let me know when you're ready for me to ask some questions.
A Okay.
Q Have you ever seen this document before?
A No.
Q I will represent to you these are some records that the County had in its possession in Public Works, and these are plans and some notes from Mark Cain, who used to work for the County. And just generally, what does this document appear to show to you?

Page 70

A That they came in and put the waterline in.
Q Is there anything else that stands out to you in looking at it?
A Yeah. It shows where my mobile home was back then, which is about maybe five to ten feet away from the road, and that's where the County told me to put it.
Q They told you to put it there?
A The County came out -- when they came out to do the percing of the land, they told me this is where I needed to put it to put my septic where it will drain.
Q Okay. Got you. When did you -- I can't remember what exhibit this is, but the picture with the signs, there's a big house out there now. Is that your house that you're living in?
A Yes.
Q When did you build that, or thereabouts?
A I started it in '92.
Q I want to ask you a couple of questions about this. First of all, I guess do you have any reason to dispute the authenticity of this document?
A No.
Q There is a handwritten note up towards the

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 71

top left starting with: "According to Mr. Bailem." Do you see that?
A Yes.
Q Okay. I'm going to read that, because it's a little small. It says: "According to Mr. Bailem, this well is active." And then it has a line leading down to a portion of -- that's been circled along John Ballam Road.
So I guess my first questions are about at this time -- and I should have said at the beginning, up in the left-hand corner, it says July 19 of 1996. At this time, there was no water running on John Ballam Road from -- no municipal water, no town water. Is that correct?
A Yes.
Q There was?
A Yeah.
Q And we'll get into a little bit more of that in this note. But this is around the time that that water went in. Is that correct?
A Yes.
Q And you were on a well before then?
A Yes.
Q Do you recall there being an issue with your well or there being an active well on John

Page 72

Ballam Road?
A Right in the middle where the road is.
Q Right in the middle of the road?
A Yeah.
Q How long had it been there for?
A Since 1985.
Q Okay. So do you recall having conversations with the Town and with the County about that well being on the road?
A Yeah.
Q Okay. What do you recall about those conversations?
A That's when they wanted me to tie in to the Town of Mount Pleasant. I told them I've got a well. I'm not tying in to the Town of Mount Pleasant.
Q You're on Town water now, right?
A Yeah.
Q When did you do that?
A When they came in and tied me in.
Q So you wanted to get onto the Town water once it came down?
A No. They told me I had to get city water because everybody else had it.
Q I'm going to keep reading on this note

Page 73

here. And let me also say this: Mark Cain, do you ever recall having any conversations with Mark Cain?
A I don't remember who that is.
Q Is that name familiar at all to you?
A Huh-uh, no.
Q Is it possible that you had conversations with him, but just because it's been so long, you don't remember?
MR. GOWDER: Object to the form.
THE WITNESS: That's been over 30 years ago.
BY MR. HETHINGTON:
Q Sure. Sure. I understand. I understand.
Continue with my questions here. "Mount Pleasant Water" -- this is just continuing after that first sentence. "Mount Pleasant Water is anticipating installing a waterline in later summer or early fall 1996, at which time the owner would be able to connect to the system. Until this is done, the road cannot be constructed."
Do you recall there being conversations about the well needing to be capped and removed in order for the road to be constructed?
A Well, the road was there. We had -- we had a road there. The County didn't put a road

Page 74

there. We had a road there. And that's why I was telling them when I moved my house -- well, when I -- when I moved the trailer, then my well was in the road, in the pathway, yeah.
Q Got you. So at one point, your trailer was closer to the road, and that's why the well was over there?
A Yeah.
Q Okay. Got you. Got you. And I'll represent when it's talking about the road being constructed, it's talking about when they went in there and did the further improvements.
But nonetheless, do you recall that being a hangup when the County was coming in and doing improvements to the road, the well's location in the road? Do you recall that?
A No. That was because they wanted me to tie in to the Town water supply, and I told them I wasn't going to do it.
Q Let me continue with this paragraph here. It says: "I intended" -- "I," being Mark Cain, "intended to talk to Mount Pleasant Water some more, now that Mrs. Jefferson is adamant that the road be constructed, to see if there is another feasible option."

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 75

So at this time, would you agree that y'all were working with the County and Town to get the road improved and bring water down the road?

A No. At that time, we were working on putting -- being put in the road, but the County didn't have anything to do about putting the road in.

Q They didn't have anything to do with putting in the road?

A Nothing about putting the road in, no.

Q So, I mean, you agree that the County came out and drew these plans and eventually came out and improved the road?

A That's after they tore it up when they dug the ditches.

Q And when was that, approximately?

A Right around the same time, '95, '96. They came in to excavate the ditches and dig the big trees out. They brought in big trucks and a crane and tore the road up.

Q And I recall seeing somewhere about Hugo and some trees, so was there just some stuff done at that time to try to clean up from Hugo still?

A No.

MR. GOWDER: Object to the form.

Page 76

THE WITNESS: They hadn't done anything to the ditches for so long, even after Hugo, they didn't do anything, so the trees in the ditch grew up so big that the water wasn't flowing.

BY MR. HETHINGTON:

Q So they came out to maintain the ditches and tore up the road in the process?

A No. They came out to maintain the ditch, and they tore the road up.

Q And then at this point, they were going back and improving the road?

A They said they had to make it better than what they found it in.

Q And we had talked about earlier that in 1994, Charleston County Council accepted John Ballam Road into its road maintenance system. Do you recall that?

A I think so. That's what you said. It's on the list.

Q I believe that was in your affidavit as well, which is what we were looking at. Is that right?

A Okay.

Q I'm going to pass you off to the next attorney. I may have a couple more follow-up questions at some point, but I appreciate your time.

Page 77

- - -

EXAMINATION

- - -

BY MR. WARD:

Q Mr. Bailem, my name is James Ward. I'm one of the attorneys for the Town of Mount Pleasant. I'm in-house counsel for the Town of Mount Pleasant. Can you hear me okay?

A Yeah, I can hear you.

Q And I'll try not to go back over a lot of what they covered. I'll be fairly brief, since they've covered most of what I was planning to discuss, so I don't have too much for you.

But I'll repeat what Andrew and what Taylor said, that the rules that apply to them also apply to the questions I'm going to ask you here today. Do you understand?

A Okay.

Q So I'll first start with I think it's marked as Exhibit 4, the very large plat, the plat that's at question here. You testified earlier that the signatures under that dedication language, that those aren't the correct signatures. Is that correct?

Page 78

A Correct.

Q If those are not the signatures of those people purporting to have signed it, do you know who did sign it?

A No.

Q You do not know?

A No.

Q Did you record that plat, or was that recorded by somebody else?

A I didn't record that plat.

Q Do you know who it was recorded by?

A I don't know.

Q And then you can correct me if I'm wrong, but I believe you testified that you didn't have anything to do with the drafting of that plat?

A No.

Q Do you know who did assist in drafting that plat?

A I don't know.

Q And you testified that Mr. Penington drafted that plat, correct?

A I'm sorry?

Q Mr. Penington, James Penington, drafted that plat, correct?

A That's what it says.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 79

Q You do not know who communicated with him about drafting that plat or who ordered for him to draft that plat?
A I didn't do it.
Q Okay. Very good. I'm going to turn now to -- you testified earlier about annexing into the Town. How long has your property been in the Town of Mount Pleasant?
A I think '94.
Q And at no time have you challenged the annexation of the property into the Town of Mount Pleasant?
A Yes.
Q You filed a lawsuit?
A No, we didn't file a lawsuit. We went down to town council and asked them how can a slave sign a legal document.
Q Was that when the property was annexed in 1994, or was that at a later time?
A When it was annexed in 1994.
Q And town council still approved the annexation?
A Yes.
Q And since then, you did not file a lawsuit seeking to challenge that annexation?

Page 80

A No.
Q Currently, your property is still in the Town of Mount Pleasant, correct?
A Yes.
Q Just to clarify, the annexation, that is not something that y'all have brought up in the complaint that is on -- that is subject to this case, correct?
A Not in this one, no.
Q You testified just a minute ago about the County coming out and digging out the ditches. Which ditches were they digging when they came out there?
A As you're going down the road, it would be the ditch on the right-hand side.
Q Right-hand side. The ditch adjacent to what was formerly the McManus property, now where DRB is developing?
A Yes.
Q And so they just cleared that ditch. Did they do any work to the -- you spoke about a drainage ditch towards -- that runs I guess perpendicular to y'all to the road -- out to Six Mile. Did they do any work with that ditch?
A They always kept that ditch clean.

Page 81

Q And that ditch runs adjacent to your property?
A Yes.
Q To the larger Bailem tract?
A Right.
Q Has anybody ever came out and maintained the ditch on y'all's side of the road, on the Bailem side of the road?
A I believe once.
Q And who was that?
A The Town of Mount Pleasant.
Q Did you ask for them to come out to clean the ditch?
A No. They took me to court because I wouldn't pay stormwater drainage.
Q And as a result, the Town agreed to --
A The judge told me when I -- when they come out and clean the ditch, then I'll pay them. They came out and cleaned the ditch. I paid them. They ain't been back since.
Q Do you remember when that was?
A It was back in the '90s.
Q Back in the '90s?
A Yeah.
Q So since the 1990s, they have not cleaned

Page 82

out the ditch?
A They came out last year, and after we complained, after this was going on, they came out and blew out the tiles. That was it. The culverts are still half covered with dirt.
Q And have you ever -- have you called the Public Services Department to ask them to clean out the ditches?
A No. If they say it's their job, they should come out. They clean -- they go in the white neighborhoods and keep their ditches clean.
Q But you've never called and asked them to --
A I shouldn't have to.
Q You don't believe you should have to?
A No.
Q And sorry. I'm going to go back just a little bit. You said they came out in the '90s to clean the ditch, and they have not been back since. Is that correct?
A Until, what was it, last year.
Q Last year?
A Yeah. They came out and blew the culverts out, and that was it.
MR. WARD: I only have one. Taylor, do

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 83

you have copies of this?
MR. STANLEY: Let me see. Yeah.
MR. WARD: I apologize. I only brought one copy.
(Defendant's Exhibit 14, Mount Pleasant Public Services Work Order, was marked for identification.)
BY MR. WARD:
Q So in front of you there, you have a Public Services work order. So do you recall, in September of 2021, the Town of Mount Pleasant coming out and cleaning the ditch?
A Not to my recollection. May have came out when I was at work.
Q And if you look on the second page there, you'll see what are -- employees who are out there, and then that is -- I'll represent to you that that is basically clock in/clock out times of them when they go out to the property. And you'll see there's times that the people are out doing work on this project from September 10th, 2021, all the way until November 3rd, 2021. Do you remember any of those people being out there cleaning out the ditch?
A I'm sorry. Say that again.
Q This report will show that from

Page 84

September 10th, 2021, to November 3rd, 2021, employees with Public Services Department for the Town of Mount Pleasant were out cleaning the ditch. Do you remember any of those folks being out there cleaning the ditch that is on your side of the road?
A No.
Q You don't recall?
A No. And you say all these people were out there?
Q At least that is what the records show.
A Come on. Do you believe that?
MR. SPERRY: Off the record for a second.
(The deposition went off the record.)
BY MR. WARD:
Q To back up, there are several entries for multiple people that's on there. So you'll see Chris Hartzell, he's out there several times. I won't say those are all separate individuals. I'll move on. I'll move on.
Have you ever attempted to block public access to John Ballam Road?
A Yes.
Q How many times?
A Once.
Q Just once?

Page 85

A Yeah.
Q And what was the response to that attempt to block the road?
A We had about ten policemen come out, threaten to take me to jail. They took down my gate and took my sign and said they'll keep it for me.
Q And the letter that is marked as Exhibit 8, I believe, this letter from the Town's legal department, one of the attorneys at the time, Julia Copeland, is that in response to that --
A Yes.
Q -- attempt to block the road?
A Right.
Q And since then, have you attempted to prevent public access in the road?
A We've called the police on people coming and parking in the road, yeah.
Q Parking in the road?
A Yeah.
Q But have you tried to put any other sort of barriers or, like in this instance, where you put the fence up?
A No.
Q You haven't since then tried to --
A No.

Page 86

Q Just one second. I believe that is all I have.
One last question. I believe several times today and even in the other proceedings, you have stated that the Town of Mount Pleasant has taken action to take the road, to take the property. What has the Town done to take the property?
A Stating that it's a public road.
Q Any other action that the Town has taken to take this property?
A Any time I call the policemen out there, they tell me I can't do anything because I don't own the road.
Q So the police have said that you do not own the road?
A Right, on numerous times.
Q Numerous times?
A Yeah. And at one point, the Town of Mount Pleasant gave Chris Young a no trespassing summons for the road, so if it was a public road, why would they give him a no trespassing summons?
Q Who is Chris Young?
A Chris Young is the first owner of the property.
Q And when did they give that notice?

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A I don't remember exactly when. I can't remember exactly when.
Q Ten years ago? Five years ago?
A No, 2017, 2018.
Q I don't have any further questions. Thank you.
MR. STANLEY: Can we go off the record for five minutes real quick?
MR. GOWDER: Sure.
(A recess transpired.)
MR. STANLEY: Andy, are you good?
MR. GOWDER: Yeah. No questions for me.
MR. STANLEY: I got just a few follow-ups. It'll be very quick.

- - -

EXAMINATION

- - -

BY MR. STANLEY:
Q Mr. Bailem, I think you testified earlier that you don't know who recorded the plat. Is that right?
A Right.
Q Do you know if it -- who was the lawyer that you hired, Mr. Simms?
A Simms McDowell.

Q Simms McDowell. Okay. Do you know if he recorded it?
A He may have. I don't think he recorded this plat.
Q Okay. Do you know if Mr. Penington recorded it?
A I'm not sure.
Q I think you also testified earlier that you had to go to court to get -- something about the -- maintaining the ditch closest to your property?
A Yes.
Q Did the Town take you to court because you hadn't maintained it?
A No. The Town sent me to court because I wouldn't pay the Town of Mount Pleasant stormwater fee.
Q Okay. And then you also testified earlier that the police said you don't own the road. When did that happen?
A When they came out and took my sign down.
Q Which sign?
A Town of Mount Pleasant.
Q No. I'm sorry. Which sign? Was it the sign that we marked as Exhibit --

A No. I had another sign that I had made up: "Private road, do not enter."
Q And the Town came and took that down?
A They came and took it down and took my fence.
Q When was that?
A '17, '18. I'm not -- it was -- you know what, it was prior to this letter that the Town came.
Q That March 31, 2020, letter that we marked as an exhibit?
A Yes. That's when they came out.
Q Do you remember the first time that the police said you don't own the road?
A Then.
Q I'm sorry. I didn't understand.
A couple more real quick. Who's David Green?
A Who's who?
Q David Green.
A He's the guy that lives next road over, or two roads over.
Q What does he know about this case?
A I guess everybody in the neighborhood knows something about this case.

Q What could he testify to in this case?
A I'm not sure.
Q Does he know anything about the road being public or private?
A Probably, because --
Q And I'll tell you why I'm asking. He's been named as a witness in this case --
A Okay.
Q -- by the plaintiffs, and I want to --
MR. GOWDER: David Green has?
MR. STANLEY: David Green.
MR. GOWDER: Did I do that?
MR. STANLEY: Yes.
MR. GOWDER: Okay.
MR. STANLEY: Well, I might have my answer.
MR. SPERRY: Is he being withdrawn?
MR. GOWDER: Yeah. Off the record a minute.
(The deposition went off the record.)
MR. GOWDER: That was inadvertent. He's not a witness.
BY MR. STANLEY:
Q George Freeman, who is that?
A George Freeman is -- I want to say he's an

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

activist for the community of around Mount Pleasant.
Q And is he employed by anyone?
A He's not employed, but he represents this organization called CAGE.
Q What is that? I'm not familiar with that.
THE WITNESS: What does that stand for?
BY MR. STANLEY:
Q I'll ask her questions in a little bit.
A I'm sorry. I can't remember what it stands for.
Q And what is his role in this case, if any?
A He was a part of the annexation, part of the people who came by to do the annexation.
Q When you say he was part of the people that came by, is he associated with the Town?
A He wrote up the annexation along with the -- some administrator from the Town.
Q He wanted -- he was -- he was the one that was kind of pushing to have the property annexed. Is that right?
A Yeah, that area.
Q All right. That's all I have.
MR. GOWDER: Let me state on the record I just conferred with my clients. We're not withdrawing Mr. Green yet. I need to talk to

them a little further. I will let you know. You may ask any of the witnesses anything you want to about him, but --
MR. STANLEY: That's fine.
MR. HETHINGTON: I just have a couple questions. Famous last words of a lawyer.
- - -
EXAMINATION
- - -
BY MR. HETHINGTON:
Q First thing I want to ask you about, Exhibit Number 4 again, the plat. To go to the signatures, you agree that there are signatures on the plat? I'm not asking you anything else other than you'd agree there are signatures on the plat, correct?
A These are signatures on the plat, but they're not my people's signatures.
Q I understand. Do you have any personal knowledge about how those signatures came to be on that plat?
A No.
Q Do you know who paved John Ballam Road?
A No.
Q Do you know who paid for John Ballam Road

to be paved?
A No.
Q Did you personally pay any money for John Ballam Road to be paved?
A No.
Q Did any of your family, to your knowledge, pay money for John Ballam Road to be paved?
A No.
Q That's all the questions I have. Thank you.
MR. WARD: I don't have anything.
MR. GOWDER: That's it.
(The deposition was concluded at 11:55 a.m.)
- - -

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Marie H. Bruegger, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

_____Date_____

Marie H. Bruegger, RPR, CRR
Notary Public in and for the County of
Charleston, State of South Carolina

My commission expires March 23, 2031

EXHIBIT "P"

Deposition Transcript of Marilyn Bailem

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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STATE OF SOUTH CAROLINA | COURT OF COMMON PLEAS

COUNTY OF CHARLESTON | 9TH JUDICIAL CIRCUIT

- - -

HENRY BAILEM, IV, JOSEPH BAILEM, SHEILA BAILEM, DIANE JEFFERSON, MICHAEL JEFFERSON, SR., RASHICA COAKLEY, and ANN BAILEM SIMMONS,

Plaintiffs,

vs.

COUNTY OF CHARLESTON, TOWN OF MOUNT PLEASANT, DRB GROUP SOUTH CAROLINA, LLC f/k/a DAN RYAN BUILDERS SOUTH CAROLINA, LLC, MARIE P. HOWARD, LEWIS B. HOWARD, JR., LANELLE P. JOHNSON, WILLIAM BAILEM, SR.,

CASE NO.

2023-CP-10-00947

(Caption Continued on Page 2)

DEPOSITION OF MARILYN BAILEM

DATE TAKEN: Tuesday, May 6, 2025

TIME BEGAN: 3:43 p.m.

TIME ENDED: 4:16 p.m.

LOCATION: Adams & Reese
151 Meeting Street, Suite 301
Charleston, South Carolina

REPORTED BY: Marie H. Bruegger, RPR, CRR
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202
803-212-0012

(Caption Continued)

X SYVIER LYNN JOHNSON, SONIA :
MARIA SIMMONS, KENNETH DAVIS, :
JUANITA NELSON, TITUS HOWARD, :
MYEISHA HOWARD, JAMES HOWARD, :
and JOHN DOE AND JANE DOE, :
fictitious names used herein :
to designate the unknown :
heirs at law, distributes, :
and/or devisees of all :
persons claiming under or :
through the devisees, and any :
such persons who are minors :
or members of the Armed :
Forces of the United States :
of America, as contemplated :
by the Soldiers' and Sailors' :
Relief Act, 1940, as Amended, :
and all persons entitled to :
claim under and through any :
of them, :
:
Defendants. :

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

APPEARANCES:

AUSTEN GOWDER
BY: W. ANDREW GOWDER, JR., ESQUIRE
1629 Meeting Street Road, Suite A
Charleston, SC 29405
(843)727-0060
andy@austengowder.com
Representing the Plaintiffs

CHARLESTON COUNTY ATTORNEY'S OFFICE
BY: ANDREW L. HETHINGTON, ESQUIRE
Assistant County Attorney
BY: MARC G. BELLE, ESQUIRE
Assistant County Attorney
4045 Bridge View Drive
North Charleston, SC 29405
(843)958-4045
alhethington@charlestoncounty.org
mbelle@charlestoncounty.org
Representing the Defendant County of Charleston

TOWN OF MOUNT PLEASANT
BY: JAMES I. WARD, IV, ESQUIRE
100 Ann Edwards Lane
Mt. Pleasant, SC 29464
(843)849-2020
jward@tompsc.com
Representing the Defendant Town of Mount Pleasant

ADAMS AND REESE, LLP
BY: W. TAYLOR STANLEY, ESQUIRE
1221 Main Street, Suite 1200
Columbia, SC 29201
(803)212-6518
taylor.stanley@arlaw.com
Representing the Defendant DRB Group of South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC

APPEARANCES CONTINUED:

DRB GROUP OF SOUTH CAROLINA, LLC
BY: WILLIAM RANKIN, ESQUIRE (Via Zoom)
1101 Slater Road, Suite 300
Durham, NC 27703
Representing the Defendant DRB Group of South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC

ALSO PRESENT:

Henry Bailem

Michael Boyle (Via Zoom)

Diane Jefferson

Michael Jefferson

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

I N D E X

PAGE

EXAMINATION

By Mr. Stanley.....6

By Mr. Hethington.....24

By Mr. Ward.....25

Certificate of Reporter.....30

PREVIOUSLY-MARKED EXHIBITS

DEFENDANT'S DESCRIPTION MARKED

Exhibit 4 Large Plat.....7

Exhibit 7 8/21/19 Letter from Jeffery Ulma....14

Exhibit 14 Mount Pleasant Public Services Work Order.....28

E X H I B I T S

DEFENDANT'S DESCRIPTION MARKED

Exhibit 21 Notice of Deposition of Marilyn Bailem and Subpoena.....6

Exhibit 22 10/12/17 Email to Repik from Hughes.....25

- - -

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

- - -

P R O C E E D I N G S

- - -

MARILYN BAILEM

being first duly sworn, testified as follows:

- - -

EXAMINATION

- - -

BY MR. STANLEY:

Q Mrs. Bailem, my name is Taylor Stanley. You've been here for I guess three other depositions. Did you hear me when I gave kind of the ground rules and all that?

A Yes.

Q And you understand the same rules apply to yours. Is that right?

A Yes.

Q We're going to dispense with any further discussion of that.

(Defendant's Exhibit 21, Notice of Deposition of Marilyn Bailem and Subpoena, was marked for identification.)

BY MR. STANLEY:

Q I also, just for the record, marked the notice of taking your deposition and subpoena as

Exhibit 21.

Mrs. Bailem, were you -- well, I'll go at it this way: When did you and Mr. Bailem get married?

A In '85, 1985.

Q Did you live on the property prior to '85?

A No.

Q Do you have any personal knowledge of ownership of the property prior to '85?

A That it belongs to -- his grandfather gave it to him.

Q Prior to '85. I'm sorry. So the plat's in '86, and the deeds came after '86, so pre-'85, do you have any knowledge of ownership?

A Yeah, that he owns it. It's his family -- I just know it's part of the Bailem Estate.

Q Okay. Fair enough.

(Defendant's Exhibit 4, Large Plat, previously marked, was shown to the deponent.)

BY MR. STANLEY:

Q Did you have any part in Exhibit 4, the plat, coming to be what it is?

A No. I'm listening to a lot of what was going on, but I didn't know a lot about the maps and

all this other stuff. He tell me about it and tell me what I'm looking and stuff like that, but other than that --

Q At the time in the '80s, were you involved with talking with Mr. Penington?

A No. I've never spoken with him.

Q Did you speak with the lawyer at all that was involved in the plat?

A Simms? I always seen him when we went to the office. When we had to go to the office, I would see him, you know. He knew who I was, but he always spoke directly to Mr. Bailem.

Q Were you involved at all in the road getting paved?

A No. Went to work, left a white gravel road, and came back with black paved road.

Q Did you speak with anybody from the County or the Town --

A Well --

Q And I'm sorry. Just so I can get the question on the record, will you give me just a second?

A Okay.

Q Did you speak with anybody from the County or the Town after the road was paved?

A The Town. Nobody from the County. I called and asked who paved the road, and why did they pave the road, and who gave them permission. They put me on hold. I stayed on the phone for 30 to 40 minutes, and nobody never came back and answer. And I call again the next day, and the Town told me County paved it, and that's all they said. Nobody wanted to take the blame. That's what they -- the understanding they gave me. Mount Pleasant said County, County said Mount Pleasant. So I keep asking, well, who paved the road? That's all they said to me.

Q Do you remember when that was?

A Weeks after they paved it.

Q Do you remember what year?

A No, I don't remember what year, no. The dates doesn't -- right now, it doesn't --

Q Do you remember -- were you part of or did you talk to anybody following the County coming and working on the ditches?

A No. I know nothing about that, no.

Q Did you speak with anybody from the Town or the County regarding the annexation of the property?

A Not that I can -- don't remember.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 10

Q Eventually, you did get involved in this dispute, right?
A Yes.
Q When did you do that?
A Right when the address -- the builders change -- when all this address and all this stuff came about, and then I started kind of getting to understand more of what was going on and, you know, trying to figure out who give permission to do what and why we were overlooked. Nobody came and knock on our door and ask us, say anything to us. Everything was done by who? Nobody knows. Nobody never came to speak to Mr. Bailem about that road, about the property.

All we know, we paid the tax, and the 2.7 went from one end of the road to where the stake is at on the other end of the road. I been there almost 40 years now, and I always know it was a private road. When it was given to us, it was a private road.

I was going to school back in I think it was '14 -- '12 or '14, sometime around that time, and I was -- we were learning Google, and my teacher had me to Google where I live. And it was only two people in the classroom that could not find their

Page 11

home from the Google, and so I said, "Well, why can't I see my property and where I live?" And when I showed it to her, she said, "Because you live on a private road." And that's when I know that my road still was private.
Q Where did you go to school?
A Trident Tech.
Q Did your teacher have any law school training?
A I'm pretty sure she did.
Q What did you go to school for?
A I was -- my associate -- I got my associate in -- oh, God. I just went blank. Well, I teach Head Start. I was teaching. So I have an associate in -- oh, Lord. I'm sorry. I have these moments. What I was going for?

MR. BAILEM: Economics.

THE WITNESS: It was economics?

BY MR. STANLEY:
Q Was it like an education degree or something?
A No. It was an all field. I was like having all fields, psychologist, everything. I was just --
Q Oh, like a general studies?

Page 12

A Uh-huh. It's all fields that I got. I don't know why I went blank.
Q That's all right. It's been a long day. I get it.
A Associate in Art. I'm sorry.
Q What was your teacher's name?
A Oh, my goodness. Ms. Jenkins. I think it was Jenkins, yeah.
Q And you think she went to law school?
A I'm not sure. She just taught that.
Q Beyond your teacher telling you that you lived on a private road, when else did you get involved in this dispute?
A And I asked her -- I also asked her why was that, and she said because you cannot Google a private road. It was me and another young lady from up in McClellanville. And I said, "Why not?" She said, "That's just private. That's just the way it is."

The only thing that it showed, the GPS showed me, was the road, the head of the road, no part of the house, no even back on the end of the road, until the builder guys change the address, and that's when everything seemed like it just turned real fast, and I were able to -- I was able to

Page 13

Google it.
Q Is it your belief that Google determines whether or not a road is private or public?
A Well, I don't -- I don't -- I don't -- I don't determine that, but I figure if it is, and they don't do private road, then that's in their law, you know, that they don't do private road, and I believe that.
Q Did you speak with Jeff Ulma at some point?
A Yes, yes.
Q Do you remember when you spoke with him?
A I'm not that good with dates. I know it wasn't long after the road was paved, and I was asking him a lot of questions and stuff, yes.
Q Did you speak with him on more than one occasion in person?
A Yes. I spoke with him on the phone several times to set up appointments to come in, and then I came into the office, and I spoke with him, yes.
Q What did y'all talk about?
A The road and who sign us into -- who annex us into Mount Pleasant and who gave permission, who gave the encroachment for them to come in and do the

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 14

stuff they did to the road, who paved the road. He never give me a straight answer. He just said to me, "I can't undo what somebody else did."

(Defendant's Exhibit 7, 8/21/19 Letter from Jeffery Ulma, previously marked, was shown to the deponent.)

BY MR. STANLEY:

Q Mrs. Bailem, I'm showing you Exhibit 7. Did you speak with Mr. Ulma before this letter came out?

A Afterwards.

Q After?

A Yeah. Matter of fact, this is the letter he sent to me, because he didn't have an answer for me, so this is what he sent me. He said, "This is what I found."

Q So the first line says: "Pursuant to various conversations and meetings with some of you over the past few months." That's why I'm asking did you speak with him before this letter?

A Huh-uh. He gave me this letter afterwards, and I was coming in to talk to him, and I think this is the letter that he sent to me.

Q You never spoke to him before this letter?

A I mean, yeah, we talked before the letter,

Page 15

yeah, yeah. We spoke several times when I could get to him, you know, because they were always busy, and it was like I have a meeting, I'll get with you, and every time I call -- and they give me -- I finally -- sometimes I just walked in, because I couldn't seem to get an appointment with him, so I just walked in and sat.

Q Did you ask him to send this letter?

A No.

Q Did you ask him why it was that the Town thought that the road was public?

A He never answered me. I did. Because I even asked him about the big tree at the head of my road, just to see what they know, so I said tell me about this tree at the head of my road. Who does it belong to? I know who it belong to. It belong to me, because my stake is on the other side of it.

So I called them, and first I stayed on the phone for 20 minutes, and then they came back and they said, "Oh, Mr. Howard." I said, "No. Mr. Howard can't be on my property." I said, "He has a fence there, and his property is fenced off." "Oh, well, I need to look -- I just need to look into it more." And that's all that was said. But they never could tell me who it belonged to, because

Page 16

it was on my property.

Q So this letter says: "Following is a summary of pertinent information regarding the platting, construction, and ownership of this roadway." Do you see that part? And it kind of walks through a lot of the documents we've been talking about with some of the other family members all day. We can go into them if you want to, but I'm going to try to cut it short.

Talks about the '86 plat, Exhibit 4. It talks about County Council accepting the recommendation to approve the roads and then John Ballam Road getting paved. Talks about the annexation. And in fact, right there on the 4/11/95 entry of the table, it says: "Public ownership and responsibility."

What were you looking for from Mr. Ulma?

A Answers of how did they determine that the road was a public road, and who did it.

Q Isn't this letter giving you some answers?

A No.

Q Why not?

A The letter gave me answer right here. This is what he -- when he sent the letter, but I know it was proved to the family right. But after

Page 17

all of the commotion and the builders and whatever went on, then everything was turned around, and that's when me and him started having, you know, back and forth word, and stuff like that, because he was saying he was going by the second -- the second deed, not the first. He was going by the second.

And I was asking him, well, how did you get the second? Tell me about it. Who signed it? When they sign it? We only got one signature from the three that one time. Tell me how did you get the signature, where did you get it. Just tell me something. And he got furious with me, and he said, "I'm not talking to you no more. You need to get a lawyer."

Q You said the second deed. What was the second deed?

A The second -- the second -- the one that --

Q Oh, the second plat?

A Yeah, plat, yes.

MR. GOWDER: Let the record reflect she's referring to Exhibit 4.

THE WITNESS: Yes. And that's when we cut all ties, and I started looking for a lawyer.

BY MR. STANLEY:

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 18

Q When is the first time you saw Exhibit 4?
A Which is what?
Q The big plat.
A Not too -- it was so much out there, I mean, so much different maps, so the only thing I can remember is the four. I don't know much about that one right there.
Q When did you see the four?
A Earlier, when we -- when me and him first started.
Q In the '80s?
A Uh-huh, yes.
Q Have you seen a plat with four lots on it that was signed?
A I saw the four, but -- and I know the three signature that was on it.
Q Did you see the four lot with three signatures on it?
A Yes.
Q When is the last time you saw it?
A Maybe last year sometime. Yeah. I think it was last year.
Q Where did you see it?
A We were -- I think right before we went to -- I think it was Mr. Knowles at the time. I

Page 19

think it was with the previous lawyer we had.
Q Where was the plat physically located, though?
A Ms. -- I think Ms. Diane had it. We had to give it to him. Yeah. I think she had it, yeah.
MR. HETHINGTON: Do you have it? Do you know what they're talking about? Sorry. I don't mean to interrupt you.
MR. GOWDER: I'll have to talk to them.
MR. HETHINGTON: But sitting here, you don't --
MR. GOWDER: I produced what I have, but if there's more, I will get it to you.
MR. HETHINGTON: But you don't know what they're talking about offhand?
MR. GOWDER: I'm not going to say that, but I will speak to them, and I'll let you know.
MR. HETHINGTON: Okay.
MR. STANLEY: I do think -- and Andy, we can talk about this more later in dealing with our deficiency letter.
MR. GOWDER: Sure.
MR. STANLEY: I just -- I do think that would be responsive to our requests.

Page 20

MR. GOWDER: I believe so. I agree.
MR. HETHINGTON: What I'm trying to get around, I mean, if there's -- if it's in here somewhere in what's already been produced, and you know about it, we can just ask the questions right now.
MR. GOWDER: I'm not playing any games, Andrew.
MR. HETHINGTON: That's all I'm asking.
MR. GOWDER: But I will get an answer for you.
MR. HETHINGTON: Yeah, that's fine. That's fine. That's all I was worried about.
BY MR. STANLEY:
Q Is the plat with four lots that has three signatures on it, is the one you have the original? Does it have "Original," where the person actually put pen to paper on it?
A Let me say something to you. I don't -- I do not have that map, okay.
Q Fair. Okay.
A When we have our meetings, when the maps came out, I look at them. I personally don't have it.
Q What meetings?

Page 21

A Our family meetings.
Q Do you have meetings specifically on this issue, or is it just regular --
A It's on this.
Q On this?
A On the -- yes, on all of the stuff we have to --
Q Who attends those meetings?
A The family.
Q Can you give me names, please.
A All us that are here today.
Q Anyone else?
A The ones that are coming in to do their depositions.
Q No one else other than the --
A No, nobody else.
Q Mr. Joseph Bailem has never attended one?
A He attend meetings, but he mostly been sick. He just -- yeah. He didn't come to a lot.
Q So I want to make sure I know exactly who's in these meetings. Can you tell me their names, please?
A Sheila and Joseph Bailem, Diane and Michael Jefferson, Henry and I, Ann Simmons, and Rashica as she -- whenever she can.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 22

Q And are these meetings often?
A I mean, we have -- as a family, we should have meetings to know what's going on and know what we have to do. We have to come together, so we have meetings.
Q Are they often?
A Yes.
Q How often?
A Maybe sometimes I say once a month or every other month, something like that, we have meetings.
Q I don't want to know anything that y'all talk about that your lawyer told you to talk about or anything like that.
A Right.
Q Outside of anything any lawyer has told you to talk about or told you to do, do y'all talk before going to talk to the County or talk to the Town, or is this just since the lawsuit started?
A Rephrase that. I don't get what you're saying.
Q That's fair. That was a long -- we're getting late in the day.
Outside of anything a lawyer told y'all to talk about or told y'all to do, do you discuss

Page 23

before doing things, like talking to the County or talking to the Town?
A (Witness shook head.)
Q No?
A No.
Q Do you know why a lawsuit was not filed until 2023, when this plat went on -- plat, Exhibit 4, was recorded in 1986?
A You know why? We couldn't get nobody to help us. When he told -- when I spoke to the guy at Mount Pleasant, whoever his name is, when he tell us we need to get a lawyer, we were looking for lawyers. We would get people that said they would help us, but then -- then we had some that just didn't want -- you know, when we tell them what it was about, they turn us down. So it's not that we didn't try to get anybody to help us. We tried very hard, various people, but we just couldn't get anybody to help us.
Q When did you start looking for a lawyer?
A As soon as we realized that -- what was going on when they said it was a public road. They said it was a public road.
Q When was that?
A I don't -- I can't get no date. I don't

Page 24

keep up with dates that far.
Q '90s? Was it around the time that the road --
A It had to been in the '90s, yeah, because that's when everything started to come out of the works, yes. And we have been through some lawyers.
Q That's all the questions I have. Thank you for your time.

- - -

EXAMINATION

- - -

BY MR. HETHINGTON:
Q Mrs. Bailem, I have just a couple of questions for you. First of all, all the rules that applied in your previous questioning applies with me as well.
To start with, Exhibit Number 4, it's the big plat that's right there in front of you, were you there when this plat was signed?
A No.
Q So you have no personal knowledge about those entries?
A No.
Q Any reason to disagree that that's a copy of what's recorded with the Register of Deeds

Page 25

office?
A I can't agree to nothing because I don't know anything about this.
Q You don't have any personal knowledge of what's recorded down there?
A No, no.
Q Okay. Fair enough. I think that's all the questions I have for you. I appreciate it.
MR. WARD: Just a couple brief ones.

- - -

EXAMINATION

- - -

BY MR. WARD:
Q Did you ever call the Town of Mount Pleasant and ask them to clean out the ditch in front of your house?
A No.
Q You've never called?
A Not me.
MR. WARD: I didn't bring copies. Sorry. But that was in my discovery. It's an email.
MR. STANLEY: Let me go make some copies real quick.
(Defendant's Exhibit 22, 10/12/17 Email to Repik from Hughes, was marked for

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

identification.)
BY MR. WARD:
Q So I'll represent to you that this is an internal email from Ronald Hughes, in our Finance Department, to Hillary Repik, who is our stormwater manager. And I'll read the email to you. It says: "Marilyn Bailem called to complain about how she has paid stormwater fees for years and that the ditches in front of her property have not been maintained by the Town of Mount Pleasant nor by the State. Her property is on a corner lot bordering John Ballam Road and Rifle Range Road. Her tax map number is 5610000060. Phone number for Mrs. Bailem is (843)884-3581." Is that your telephone number?
A Yes.
Q And so do you have any reason to dispute that you did not call the Town of Mount Pleasant asking for us to clear out the ditches?
A I don't remember calling the Town of Mount Pleasant to clean the ditches. I called County. I really never had -- not for -- not for the stormwater. To my knowledge, my husband did, because when he paid it, he called, and he told them, so I don't know how they get my name to say I called.

Q But --
A Because I remember him talking to them and asking about the stormwater. That's the only thing.
Q Do you believe that the Town of Mount Pleasant had a duty to clean out the ditches in front of your property?
A Yeah. If we had to pay stormwater, they should.
Q And to your knowledge, is there any sort of drainage easement for the ditches in front of your property?
A To my knowledge, no.
Q And you believe that simply paying the stormwater fees allows the Town of Mount Pleasant to enter onto private property to clean out stormwater ditches?
A Not to enter onto private property, but to do their duties as what they own.
Q Which is?
A Whatever they say they own over there. Paying for the ditch thing is what they're taking -- it's in my tax. It's coming out your tax. So if you're taking my money, then you do something for me. But I didn't think they should come on private property to do it, but do what you have to do if you

own it, if you're claiming it.
Q So because the Town is claiming that we own -- that the Town owns and is responsible for John Ballam Road, they should come out and clean up the ditches?
A They haven't touched it. That's right.
Q Do you recall the Town coming out and cleaning out the ditches --
A I don't recall nothing the Town ever do but give everybody orders and give everybody the right-of-way to do what they want to do. That's all the Town ever done.
MR. WARD: Can you show her Exhibit 14, please.
(Defendant's Exhibit 14, Mount Pleasant Public Services Work Order, previously marked, was shown to the deponent.)
BY MR. WARD:
Q Do you have any recollection of the Town of Mount Pleasant Public Services Department coming out to your property or any other properties on John Ballam Road to clean out the ditches?
A Not me, no. I must not have been home. I never seen them do it.

Q That's all the questions I have.
MR. GOWDER: Nothing for me.
MR. STANLEY: You were quick too.
THE COURT REPORTER: Will all three of you be ordering copies of the transcripts?
MR. HETHINGTON: Yes, electronic.
MR. GOWDER: Yes, etran, please.
MR. WARD: I will have to check with my office.
(The deposition was concluded at 4:16 p.m.)
- - -

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

CERTIFICATE OF REPORTER

I, Marie H. Bruegger, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on Page 1 of this transcript; that the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate, and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 13th day of May 2025, at Johns Island, Charleston County, South Carolina.

_____

Marie H. Bruegger,
Registered Professional Reporter,
Certified Realtime Reporter, and Notary
Public, State of South Carolina at Large
My Commission expires: March 23, 2031

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

EXHIBIT "R"

Deposition Transcript of Rashica Coakley

STATE OF SOUTH CAROLINA	) COURT OF COMMON PLEAS
	) NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	) CASE NO. 2023-CP-10-00947

HENRY BAILEM, IV, JOSEPH BAILEM, SHELIA BAILEM, DIANE JEFFERSON, MICHAEL JEFFERSON, SR., RASHICA COAKLEY, and ANN BAILEM SIMMONS,

PLAINTIFFS,

-VS-

COUNTY OF CHARLESTON, TOWN OF MOUNT PLEASANT, DRB GROUP SOUTH CAROLINA, LLC, f/k/a DAN RYAN BUILDERS SOUTH CAROLINA, LLC, MARIE P. HOWARD, LEWIS B. HOWARD, JR., LANELLE P. JOHNSON, WILLIAM BAILEM, SR., X SYVIER LYNN JOHNSON, SONIA MARIA SIMMONS, KENNETH DAVIS, JUANITA NELSON, TITUS HOWARD, MYEISHA HOWARD, JAMES HOWARD, and JOHN DOE and JANE DOES, fictitious names used herein to designate the unknown heirs at law, distributes, and/or devisees of all persons claiming under or through the devisees, and any such persons who are minors or members of the Armed Forces of the United States of America as contemplated by the Soldiers' and sailors' Relief Act, 1940, as Amended, and all persons entitled to claim under and through any of them,

DEFENDANTS.

DEPOSITION OF:

RASHICA COAKLEY

MAY 8, 2025

9:50 a.m.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A-P-P-E-A-R-A-N-C-E-S

For the Plaintiffs:
Austen Gowder
By: W. Andrew Gowder, Jr., Esq.
1629 Meeting Street, Suite A
Charleston, SC 29405
843-727-0060
Andy@austengowder.com

For the Defendant, County of Charleston:

Charleston County Attorney's Office
By: Andrew L. Hethington, Esq.
By: Marc G. Belle, Esq.
4045 Bridge View Drive
North Charleston, SC 29405-7464
843-958-4058
Alhethingon@charlestoncounty.org
Mbelle@charlestoncounty.org

For the Defendant, Town of Mount Pleasant:

Town of Mount Pleasant Legal Department
By: James Ward, Esq.
100 Ann Edwards Lane
Mount Pleasant, SC 29464
843-849-2020
Jward@tompsc.com

For the Defendant, DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC:

Adams and Reese
By: W. Taylor Stanley, Esq.
1221 Main Street, Suite 1200
Columbia, SC 29201
803-212-6518
Taylor.stanley@arlaw.com

- and -

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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Sperry Law Firm
By: Paul E. Sperry, Esq.
P.O. Box 14395
Charleston, SC 29422
843-345-9880
Paul@sperrylawsc.com

- and -

DRB Group South Carolina, LLC
By: William Rankin, Esq.
1101 Slater Road, Suite 300
Durham, NC 27703
919-747-4970

Also present: Marilyn P. Bailem
Henry B. Bailem, IV
Ann Bailem Simmons

INDEX TO EXAMINATIONS

Page

Mr. Stanley.....4, 13

Mr. Hethington.....11

Reporter's Certificate.....14

Errata Sheet.....15

INDEX TO EXHIBITS

Page marked

No. 25 Amended Notice of Deposition, 4/23/25 4

No. 26 Quitclaim Deed, 6/17/24 7

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

(Exhibit No. 25 marked.)

RASHICA COAKLEY,

having been duly sworn, testified as follows:

EXAMINATION

BY MR. STANLEY:

Q Good morning, Ms. Coakley. My name is Taylor Stanley. I represent DRB Group of South Carolina in this matter. I don't think you were here at the beginning of the last deposition, were you?

A No.

Q Okay. Then I'll go over a few ground rules with you. The first one is: If you don't understand a question, please let me know, and I'll try to rephrase it. If you answer a question, I'm going to assume that you understood it, okay?

A Okay.

Q You're doing a great job so far. Everything that we're saying is being taken down by the court reporter. So "uh-huhs" or "huh-uhs" or head nods are very hard for her to take down. If I say, "Is that a yes? Is that a no?" I'm not trying to be rude. I'm just trying to get the record clear, okay?

A Okay.

Q Now that you are under oath, if you have any conversations with your attorney off the record, I'm

allowed to ask you about that. I just have to tell you that under our rules, okay?

A Yes.

Q Where do you live, Ms. Coakley?

A Well, I currently live in Ladson in Coosaw Preserve.

Q Okay. Do you own a property on John Ballum Road?

A Yes. My mom died and left her property to me in 2021.

Q Okay. Who was your mother?

A Florence Coakley.

Q Okay. Who is Lanelle P. Johnson?

A Okay. So I'm going to try to explain it the best I can. Lanelle is family, but I don't know her well; my older siblings does. I only came into this case when my mom and sister died in 2021. My sister was handling everything. So I'm still new to all of this.

Q Who's your sister?

A Blondell Howard.

Q Okay. Has she ever owned property on John Ballum Road?

A No.

Q I'm going to bet I know the answer to this,

but I'm going to ask you anyway: Were you involved with -- in any way with the creation of this plat that is Exhibit 4?

A No.

Q Okay.

A I think I was only ten years old at the time.

Q I told you, I thought I knew the answer.

Have you ever had any conversations with the County regarding whether John Ballum Road is private or public?

A No.

Q Same question with respect to the Town of Mount Pleasant?

A No.

Q Were you involved in any way in the annexation of the property that's depicted on Exhibit 4 into the Town of Mount Pleasant?

A No.

Q And I think you said you received your property in --

A 2021.

Q -- '21?

A Uh-huh.

Q That was through probate?

A Yes.

Q All right. Did you get a deed in that probate; do you know?

A No.

Q Deed of distribution?

A No.

Q Have you since received a deed from Ms. Johnson?

A I want so say I received something from Ms. Johnson.

MR. STANLEY: I'll mark this as 26.

(Exhibit No. 26 marked.)

THE WITNESS: Yes, I recall this.

BY MR. STANLEY:

Q You recall -- and just for the record, Ms. Coakley, I've handed you a stack of papers that is from what I believe relates to your property, which is Lot 2; is that right?

A Yes.

Q Okay. This first document in Exhibit 26 is a deed from Lanelle P. Johnson to you; is that correct?

A Yes.

Q And it's dated June 17th, 2024?

A Yes.

Q And -- well, let me ask this: Why did you need to get a deed from Ms. Johnson?

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 8

A From my understanding from Ms. Johnson -- I'm so new to all of this, so all of this is coming to me.
Q If you don't know, that's fine.
A Yeah. I can't remember.
Q That's fine.
Your property -- and this deed references Plat Book BK at Page 135. Do you see it right there?
A Uh-huh.
Q Is that a "yes"?
A Yes. Sorry.
Q That's okay. It happens in every other deposition.
And if you look on Exhibit 4, do you see where this is Book BK at Page 135?
A Yes.
Q So this deed references this plat, right? The deed in Exhibit 26 references Exhibit 4?
A Okay. Yes.
Q All right. And do you see where the deed says "subject to the easements as shown on the plat"?
A Yes.
Q Did you have any involvement with Lot 2 prior to declaring it after your mother passed away?
A No.
Q Do you go to the property at all?

Page 9

A I go to the property once in a while just to make sure it's maintained and, you know, everything is okay, but...
Q Sure. And I asked a bad question there.
A Yes.
Q Prior to when your mother passed away, did you go to the property at all?
A Yes.
Q What did you go there at that time for?
A So there's a mobile home on the property, my mom's home. So just to make sure everything is good. You know, I have someone living in the house now because my interest was not to come back to Mom's place. And I'm all the way in Ladson. So I drive by just to make sure, you know, the yard is maintained and everything, but that's it.
Q Did your mother live on the property?
A Yes.
Q Okay. Did she ever say anything to you about the road being public or private?
A So I remember when I was younger, the road was always a private road. I remember when we used to catch the school bus to go to Wando, the school buses would never come down that road. We would always have to walk to the head of John Ballum Road for us to

Page 10

catch the school bus because it was named a private road.
Q Is John Ballum Road wide enough for a school bus to turn around on?
A If it goes all the way down to the end, there's a circle loop that come up, so yes.
Q Okay. And school busses don't stop at every house where they have to pick up someone, do they? There's usually a school bus-stop somewhere in the neighborhood, right?
A Correct. Correct.
Q All right. When the development went in, what, if anything, did you do?
A So, again, like I'm telling you, I knew about this when the development came in. I really didn't do anything. I was still trying to find out what was going on. I still know not much, to tell you the truth. I work a lot. I manage the Hyatt Downtown, and have five kids. So very seldom, I'm -- I don't know much about this.
MR. STANLEY: I think that's all of the questions I have for you right now. I may have some after some of the other lawyers ask you questions.
THE WITNESS: Okay.
MR. STANLEY: Thank you for your time.

Page 11

THE WITNESS: Thank you.
EXAMINATION
BY MR. HETHINGTON:
Q All right. Ms. Coakley, I'm Andrew Hethington. I represent the County in this case along with Marc Belle, who is also from my office. I don't have very many questions for you.
You mentioned that somebody is currently living at the property?
A Yes.
Q Okay. Is that like a renter or?
A A family member.
Q A family member?
A Yes.
Q Okay. What's that person's name?
A Angelique Coakley. Actually, she's my daughter --
Q Okay.
A -- that's living there.
Q Okay. And how long has she been living there?
A Maybe, two years.
Q Okay. In your experience when you were growing up, did you use John Ballum Road to get to and from your mother's house?

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A Yes.
Q Okay. All right. And when you go to the property now, do you use John Ballum Road to get to and from your mother's house?
A Yes.
Q Okay. There's another road, I think that goes to Rifle Range?
A Yes.
Q Do you know what the name of that road is?
A It was Brently Road, but it's no longer there.
Q Okay. So -- and that was going to be my next question.
A Uh-huh.
Q Do you use that road at all to access your property?
A Not anymore because it's no longer there.
Q Okay. When was the last time you used that road, to your memory, if you recall?
A I always use John Ballum Road. I would say over five years ago.
MR. HETHINGTON: Okay. Okay. That is all the questions I have for you. Thank you.
MR. WARD: I don't have any questions. Thank you.

MR. STANLEY: I have a couple more that, if it's all right, I'd like to ask you.

RE-EXAMINATION

BY MR. STANLEY:

Q Those signatures on Exhibit 4, were you present when those signatures were affixed?
A Again, no, because I was ten years old.
Q Did you ever talk to Mr. Pennington?
A No.
Q Okay. I asked that in a bad way. I'm sorry. Have you ever talked to Mr. Pennington?
A No. I don't know who that is.
MR. STANLEY: That's all the questions I have. Thank you.
(Deposition concluded at 10:04 a.m.)

* * *

C-E-R-T-I-F-I-C-A-T-E

I, Lisa A. McCarn, Professional Court Reporter and Notary Public for the State of South Carolina, certify that the witness in the foregoing deposition was duly sworn to testify to the truth, the whole truth and nothing but the truth; that the deposition was taken at Austen & Gowder, 1629 Meeting Street, Suite A, Charleston, South Carolina; that the foregoing pages constitute a true and accurate transcript of the deposition proceeding.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 14th day of May, 2025.

_____

Lisa A. McCarn
Notary Public for South Carolina
My Commission Expires:
February 19, 2035

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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ERRATA SHEET

I have read the entire deposition. To the best of my knowledge, it contains a true and accurate transcript of the proceedings at the time and place herein mentioned. Any corrections that I have are contained and described on this sheet.

Signed the _____ day of _____, 2025,

_____

Rashica Coakley

PAGE	LINE	DESCRIPTION OF ERROR/CHANGE
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EXHIBIT "S"

Deposition Transcript of Sheila Bailem

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STATE OF SOUTH CAROLINA	) COURT OF COMMON PLEAS
	) NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	) CASE NO. 2023-CP-10-00947

HENRY BAILEM, IV, JOSEPH BAILEM, SHELIA BAILEM, DIANE JEFFERSON, MICHAEL JEFFERSON, SR., RASHICA COAKLEY, and ANN BAILEM SIMMONS,

PLAINTIFFS,

-VS-

COUNTY OF CHARLESTON, TOWN OF MOUNT PLEASANT, DRB GROUP SOUTH CAROLINA, LLC, f/k/a DAN RYAN BUILDERS SOUTH CAROLINA, LLC, MARIE P. HOWARD, LEWIS B. HOWARD, JR., LANELLE P. JOHNSON, WILLIAM BAILEM, SR., X SYVIER LYNN JOHNSON, SONIA MARIA SIMMONS, KENNETH DAVIS, JUANITA NELSON, TITUS HOWARD, MYEISHA HOWARD, JAMES HOWARD, and JOHN DOE and JANE DOE, fictitious names used herein to designate the unknown heirs at law, distributes, and/or devisees of all persons claiming under or through the devisees, and any such persons who are minors or members of the Armed Forces of the United States of America as contemplated by the Soldiers' and Sailors' Relief Act, 1940, as Amended, and all persons entitled to claim under and through any of them,

DEFENDANTS.

DEPOSITION OF:

SHELIA BAILEM

MAY 8, 2025

9:30 a.m.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A-P-P-E-A-R-A-N-C-E-S

For the Plaintiffs: Austen Gowder
By: W. Andrew Gowder, Jr., Esq.
1629 Meeting Street, Suite A
Charleston, SC 29405
843-727-0060
Andy@austengowder.com

For the Defendant, County of Charleston:

Charleston County Attorney's Office
By: Andrew L. Hethington, Esq.
By: Marc G. Belle, Esq.
4045 Bridge View Drive
North Charleston, SC 29405-7464
843-958-4058
Alhethingon@charlestoncounty.org
Mbelle@charlestoncounty.org

For the Defendant, Town of Mount Pleasant:

Town of Mount Pleasant Legal Department
By: James Ward, Esq.
100 Ann Edwards Lane
Mount Pleasant, SC 29464
843-849-2020
Jward@tompsc.com

For the Defendant, DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC:

Adams and Reese
By: W. Taylor Stanley, Esq.
1221 Main Street, Suite 1200
Columbia, SC 29201
803-212-6518
Taylor.stanley@arlaw.com

- and -

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Sperry Law Firm
By: Paul E. Sperry, Esq.
P.O. Box 14395
Charleston, SC 29422
843-345-9880
Paul@sperrylawsc.com

- and -

DRB Group South Carolina, LLC
By: William Rankin, Esq.
1101 Slater Road, Suite 300
Durham, NC 27703
919-747-4970

Also present: Marilyn P. Bailem
Henry B. Bailem, IV

INDEX TO EXAMINATIONS

Page

Mr. Stanley.....4

Mr. Hethington.....13

Mr. Ward.....14

Reporter's Certificate.....17

Errata Sheet.....18

INDEX TO EXHIBITS

Page marked

No. 23 Second Amended Notice of Deposition, 5/5/25 4

No. 24 Titles and Dees to Real Estate 8

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

(Exhibit No. 23 marked.)

SHELIA BAILEM,

having been duly sworn, testified as follows:

EXAMINATION

BY MR. STANLEY:

Q Good morning, Ms. Bailem. My name is Taylor Stanley. I represent DRB Group of South Carolina in this matter.

Have you ever been deposed before?

A Could you repeat that?

Q Sure. Have you ever been deposed before?

A No.

Q A few ground rules: If you don't understand the question, I'd like you to tell me that so that I can try to rephrase it.

A Okay.

Q If you answer a question, I'm going to assume that you understood it, okay?

A Okay.

Q The court reporter here is taking down everything that we say. So it's very important that you give verbal responses. If you say "uh-huh" or "huh-uh" or nod your head or something like that and I say, "Is that a yes? Is that a no?" I'm not trying to be rude. I'm just trying to make sure we get a

clear record, okay?

A Yes.

Q The other ground rule: Now that your deposition has started, any conversations with your attorney, I'm allowed to ask you about. So if you have any questions, direct those to me. Anything off the record, I'm allowed to ask you about, okay?

A Okay.

Q All right. Ms. Bailem, where do you live?

A 2236 John Ballum Road.

Q Okay. And is that Lot 4?

A Yes.

Q All right. And who do you live with?

A My husband and my granddaughter.

Q Who's your granddaughter? How old is she?

A She's 18.

Q Okay. Does she ever ride the school bus?

A Yes.

Q Do the bus go on John Ballum Road?

A Yes, and there's a reason for that: My granddaughter has an illness, and the bus driver, Mr. Strickland, came down the road to pick her up because of her illness. Sometimes she can't walk, and sometimes it hurts. It's sickle cell.

If we have a substitute driver, they won't

come down the road. I went to the school -- to the bus supervisor to ask if the bus could come down the road. This was when she was in elementary school. They said no because it's private.

So there were times that we had to take her on Six Mile Road to get the bus. But when Mr. Strickland drives, he comes down the road as a favor for us. And we return the favor in giving him some oysters.

(Off-the-record conversation.)

BY MR. STANLEY:

Q So you went to the School District?

A Not the School District. I went to the supervisor over the bus.

Q And that person is with the School District?

A Oh, yeah.

Q Okay. All right. When did you begin living on Ballum Road?

A I think it was 2001.

Q Okay. I'm going to ask you a question, but I bet I know the answer to this since you began living there in 2001.

This plat that we've marked as Exhibit 4 was done in 1986. I'll represent that to you. Were you involved in the creation of this plat?

A I was not.

Q Did you have any conversations with the county prior to 2001 regarding John Ballum Road?

A I did not.

Q Did you have any conversations with the Town of Mount Pleasant prior to 2001 regarding John Ballum Road?

A I did not.

Q Have you had any conversations with the county since 2001 regarding John Ballum Road?

A No, I haven't.

Q Same question with respect to the Town of Mount Pleasant?

A No, I haven't.

Q Were you there when the road was paved?

A No, I wasn't.

Q The road was already paved in 2001?

A I was in the family.

Q Okay.

A But I wasn't involved.

Q Okay. Well, let me ask it a different way.

A Okay.

Q Were you living on John Ballum Road when the road was paved?

A No.

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 8

Q Had it already been paved when you started living there?
A It was paved.
Q Okay. All right. Were you involved at all with the annexation of John Ballum Road into the Town of Mount Pleasant?
A No, I wasn't.
(Exhibit No. 24 marked.)
BY MR. STANLEY:
Q Ms. Bailem, I am showing what's been marked as Exhibit 24. And I'll tell you that it's a collection of documents that we pulled from the Registrar of Deeds that I believe relate to your property.
You own Lot 4 --
A 4.
Q -- along with your husband, correct?
A Correct.
Q Okay. And is this -- do you know if this first document that's titled Real Estate from Estelle Bailem Capers to Mr. Joseph Bailem and Sheila Bailem is the deed that grants you title to the property?
A Repeat that.
Q Sure. This deed, the first document here in this Exhibit 24, from Estelle Bailem Capers to you and

Page 9

Mr. Joseph Bailem, is that the deed that says you own the property?
A Yes.
Q And this deed references Exhibit 4; is that correct?
A Yes.
Q All right. And it says that the conveyance is "subject to all easements as shown on said plat;" is that right?
A I don't understand that.
Q Right there on the deed, it says "subject to all easements as shown on the plat;" is that right?
A Yes.
Q Did you get a copy of Exhibit 4 at any time? Have you seen that before today?
A This (indicating)?
Q This big flat, Exhibit 4, have you seen that before today?
A I've seen it.
Q When did you first see it?
A You're giving me a job. When this all started, that's when I got interested in this because Mr. Bailem and Jefferson and those was handing everything. So I didn't get involved until this came about.

Page 10

Q When did this come about?
A God. What is it? Three years, four years ago.
Q Just three or four years ago?
A Yeah.
Q Okay. So it didn't come about when the road got paved?
A I wasn't interested.
Q You -- okay.
A Because of personal reasons, I was back and forth. So I didn't get involved until this came about -- I mean, the road, you know. The taking over of the road, that's when I got interested.
Q Taking what?
A When the subdivision was coming in, that's when I got interested.
Q What -- go ahead. I'm sorry.
A Other than that, I had no interest. I mean, I had interest in it because I lived there, but I didn't get involved.
Q Okay. What did you do when the development started going in?
A What did I do?
Q Yes, ma'am.
A Nothing.

Page 11

Q When did you first acquire any interest in Lot 4; do you know?
A I mean, I always had interest in it.
Q And I'm sorry. That was a bad question.
A Yeah.
Q When did you first own Lot 4?
A When I first owned it? Oh, boy. It was back in about 35 years ago.
Q Okay. Do you know if your deed -- the deed that granted you ownership about 35 years ago, do you know if it referenced this plat, Exhibit 4?
A I don't know.
Q Okay. May I have Exhibit 24, please?
A (Complies.)
Q I'll point you to a deed. Ms. Bailem, this is a deed that's recorded in Book V174 at Page 125, in Exhibit 24. I know it's small. I'm sorry.
A Yeah. I can't see that.
Q Well, I'll tell you that this is a deed from Henry Bailem, Jr., Rebecca Bailem Jefferson, and Estelle Bailem Capers. Does that sound like who you received Lot 4 from?
A The only thing that I know of is Estelle Capers told my husband and myself that she was going to give us the land. Now, if I didn't answer it

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Page 12

correctly, you can ask it again.
Q Sure. Was that in approximately 1988?
A About that time. This was a long time ago.
Q Yes, ma'am. You didn't talk to the County when the development started going in?
A I did not.
Q Didn't talk to the Town when the development started going in?
A I did not.
Q Did you talk to anyone when the development started going in?
A I did not.
Q Did y'all -- there was some testimony on Tuesday that the family holds family meetings; is that accurate?
A Yes, we did.
Q When did those start?
A When the development start, when the subdivision, yeah. When taking over of the road, then we start having meetings. But like I said before, I didn't get involved until then. So anything beyond that, I don't know.
MR. STANLEY: I think that's all of the questions I have for you today.
Andy, same stipulations as Tuesday?

Page 13

MR. GOWDER: Yeah.
EXAMINATION
BY MR. HETHINGTON:
Q All right. Ms. Bailem, I'm going to be pretty short with you, I think, but to introduce myself: My name is Andrew Hethington, and I represent the County in this case, okay?
A Okay.
Q This is Marc Belle; he's also with the County. But I appreciate your time this morning.
Can you hear me okay?
A I can.
Q Okay. Good.
I want to ask you a couple of questions about Exhibit No. 4, the big plat in front of you.
A Uh-huh.
Q And I understand that you didn't live on the John Ballum Road until the early 2000s; is that right?
A Yeah.
Q Okay. And I believe your testimony earlier was that you were not involved in the creation of that plat?
A I wasn't.
Q Okay. So you don't have any personal knowledge about how it came to be?

Page 14

A I don't.
Q Okay. Have you ever spoken with James Pennington?
A I haven't.
Q Okay. And you were married to Joseph Bailem, correct?
A Yes.
Q Okay. When did y'all get married? Usually I get the husbands in trouble with that one.
A So long ago. '83.
Q Okay. And do y'all have any children?
A Four. Three now.
Q Three now. Okay.
A Yeah. I got two kids now. I'm sorry.
Q That's okay.
A Man.
Q I understand.
A I had three. Got two.
MR. HETHINGTON: That's all of the questions I have for you.
EXAMINATION
BY MR. WARD:
Q All right. Good morning, Ms. Bailem. My name's James Ward. I'm one of the attorneys for the Town of Mount Pleasant.

Page 15

Can you hear me okay?
A Yes.
Q All right. Perfect.
I'm going to -- do you have what's previously marked as Exhibit No. 14?
A (Complies.)
Q And on this exhibit, toward the top of the page, there is an address listed there of 2236 John Ballum Road. That's your address?
A Yes.
Q Okay. Do you recall, around 2021, the Town of Mount Pleasant clearing out the ditch in front of your property on John Ballum Road?
A 2021, the only time I can remember them coming out, they told me -- well, it was water, backing water was there. I went to someone -- and this was a long time ago -- and I asked them could you please, stormwater, just come and clean it. I was told to flag, you know, the areas where there is gas line and stuff like that; I did that. Only thing they did was free the water at that time, and that was it. They never came back.
Q Okay. And you said you contacted somebody at --
A I went to the office. It was a long time

ago. And it was in the building. I can't tell you who I spoke to since it was a long time ago. But they never came and dig a ditch. When it rains, the water sits there.

Q Other than the one time, they never came back out?

A No.

Q Is that your testimony?

A Until recently, I think some years ago, they came and dug out some ditches. I think this was after this started. But before that, no.

MR. WARD: Okay. That's all of the questions I have. Thank you.

MR. GOWDER: Nothing for me.

MR. STANLEY: I think we're done. Thank you for your time.

THE WITNESS: Okay.

(Deposition concluded at 9:48 a.m.)

* * *

ELECTRONICALLY FILED - 2025 May 27 4:42 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

C-E-R-T-I-F-I-C-A-T-E

I, Lisa A. McCarn, Professional Court Reporter and Notary Public for the State of South Carolina, certify that the witness in the foregoing deposition was duly sworn to testify to the truth, the whole truth and nothing but the truth; that the deposition was taken at Austen & Gowder, 1629 Meeting Street, Suite A, Charleston, South Carolina; that the foregoing pages constitute a true and accurate transcript of the deposition proceeding.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 14th day of May, 2025.

_____

Lisa A. McCarn
Notary Public for South Carolina
My Commission Expires:
February 19, 2035

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ERRATA SHEET

I have read the entire deposition. To the best of my knowledge, it contains a true and accurate transcript of the proceedings at the time and place herein mentioned. Any corrections that I have are contained and described on this sheet.

Signed the _____ day of _____, 2025,

_____

Shelia Bailem

PAGE	LINE	DESCRIPTION OF ERROR/CHANGE
___	___	_____
___	___	_____
___	___	_____
___	___	_____
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___	___	_____
___	___	_____
___	___	_____

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EXHIBIT "U"

Plat of Three Tracts of Land Owned By McAstor MacManus & McAstor McManus, Jr. Located Christ Church Parish Charleston County, South Carolina," dated June 13, 1988, and recorded April 7, 1989, in Plat Book BV, Page 082 in the Register of Deeds Office for Charleston County, South Carolina

and

Plat of Utility Easements of Various Widths Situate on Undedicated Brentley Road, Undedicated McManus Road John Ballam Road Public 50' Right-Of-Way and David Green Road Public 50' Ingress-Egress Easement About to be Acquired by Mount Pleasant Waterworks and Sewer Commission," dated November 1, 1995, and recorded February 21, 1997, in Plat Book EB, Page 614 in the Register of Deeds Office for Charleston County, South Carolina

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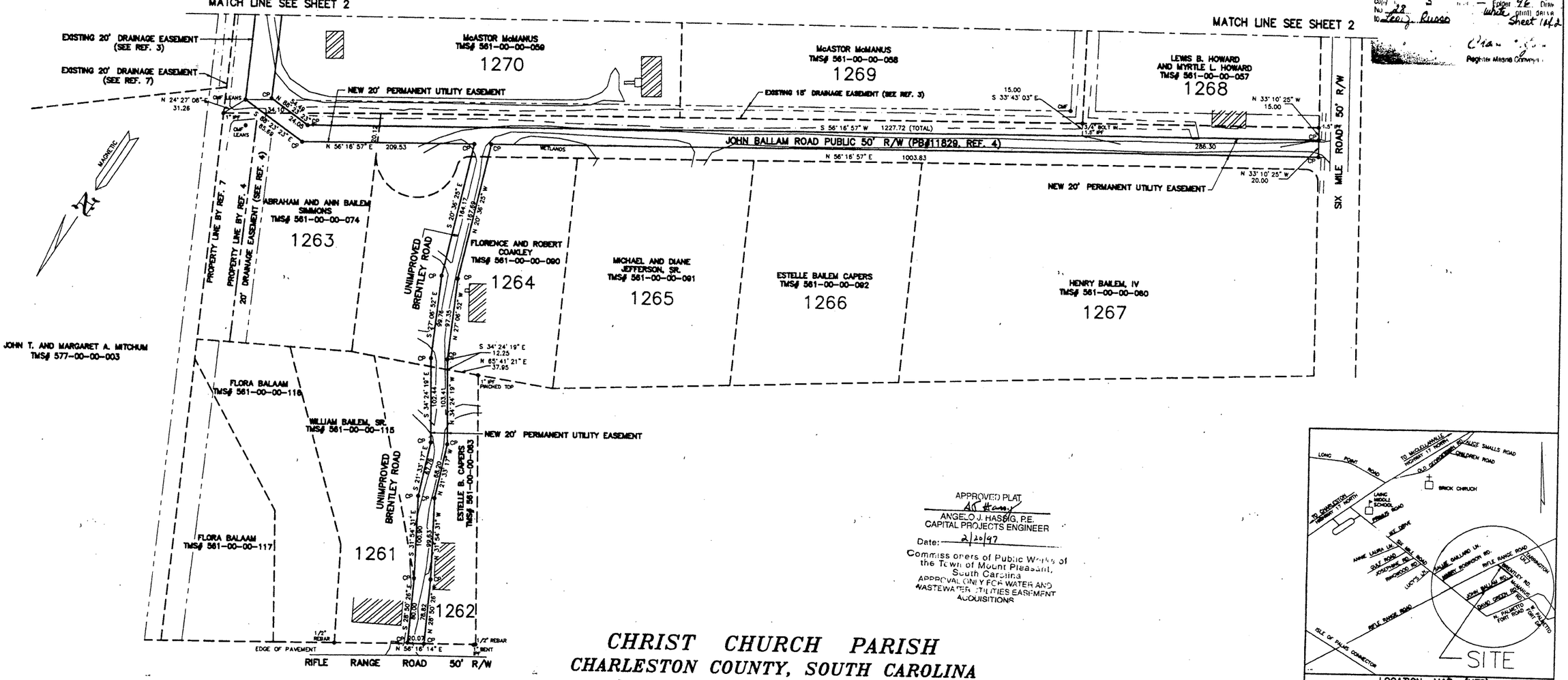
BK H 280PG230

Charleston South Carolina
Office of Register of Mesne Conveyance
12:57 21 February 1997
EB 624 Post tracing chg
Cu/H 5 Folder 76 Draw
No 28 White print) Sht 1 of 2
to Leon J. Russo
Sheet 1 of 2
Register Mesne Conveyance

PERMANENT UTILITY EASEMENT WIDTH VARIES
(1.90 ACRES, 82853 SQ. FT.)
TOTAL AREA FOR SHEET 1 AND 2



APPROVED PLAT
ANGELO J. HASSIG, P.E.
CAPITAL PROJECTS ENGINEER
Date: 2/20/97
Commissioners of Public Works of the Town of Mount Pleasant, South Carolina
APPROVAL ONLY FOR WATER AND WASTEWATER UTILITIES EASEMENT ACQUISITIONS

CHRIST CHURCH PARISH
CHARLESTON COUNTY, SOUTH CAROLINA

PLAT OF PERMANENT UTILITY EASEMENTS
OF VARIOUS WIDTHS SITUATE ON UNDEDICATED
BRENTLEY ROAD, UNDEDICATED McMANUS ROAD
JOHN BALLAM ROAD PUBLIC 50' RIGHT-OF-WAY AND
DAVID GREEN ROAD PUBLIC 50' INGRESS-EGRESS EASEMENT
ABOUT TO BE ACQUIRED BY MOUNT PLEASANT
WATERWORKS AND SEWER COMMISSION

SCALE: 1" = 60'

60 30 0 60 120 180
SCALE IN FEET

NOVEMBER 1, 1995

LOCATION MAP (NTS)

FEB 1997
MOUNT PLEASANT WATERWORKS

LEGEND:
1. CP = COMPUTED POINT
2. IPF = IRON PIPE FOUND
3. CmF = CONCRETE MONUMENT FOUND

NOTES:
1. PROPERTY CORNERS MARKED AS NOTED ABOVE
2. AREAS DETERMINED BY COORDINATES

REFERENCE PLATS:

THE FOLLOWING REFERENCE PLATS AND DEEDS WERE USED IN PART TO CREATE THIS PLAT. PLATS AND DEEDS ARE RECORDED IN THE CHARLESTON COUNTY RMC OFFICE.

	SURVEYOR / COMPANY	DATE SURVEYED	PLAT BOOK AND PAGE
1.	ARC SURVEYING CO., INC.	JULY 20, 1993	CN - 173
2.	HERBERT A. NIEMYER, JR.	NOVEMBER 22, 1989	BX - 179
3.	PRECISION LAND SURVEYING CO.	JUNE 13, 1988	BV - 82
4.	JAMES G. PENNINGTON	JULY 23, 1986	BK - 135
5.	HERBERT A. NIEMYER, JR.	JANUARY 15, 1986	BH - 13
6.	JAMES F. BENNETT	APRIL --- 1985	BE - 50
7.	HERBERT A. NIEMYER, JR.	NOVEMBER --- 1981	AU - 120
8.	FORREST G. CALVERT	MAY 22, 1980	AQ - 89
9.	JAMES F. BENNETT	AUGUST --- 1978	AN - 74
10.	E. M. SEABROOK, JR.	NOVEMBER 30, 1964	Q - 155
11.	E. M. SEABROOK, JR.	AUGUST --- 1958	

I hereby state that to the best of my knowledge, information, and belief the easement survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina; that this plat is intended only to show the location of a permanent utility easement and that easement lines are based on actual field survey evidence which meets or exceeds the requirements for a Class A survey as specified therein.

E. M. SEABROOK, III
PROFESSIONAL ENGINEER & LAND SURVEYOR
S. C. REG. NO. 8436
1081 HWY. 17 BYPASS
MT PLEASANT, S. C.
(803) 884-4496
2/14/97

REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR 8436 E. M. SEABROOK, III SOUTH CAROLINA

E. M. Seabrook, Jr., Inc. No. C00048 SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION

E.M. SEABROOK, JR. INC.
ENGINEERS-SURVEYORS-PLANNERS
1081 HIGHWAY 17 BY-PASS, BOX 96
MOUNT PLEASANT, S.C. 29465
PHONE (803) 884-4496

ROA0460

County (Ballam) 0234

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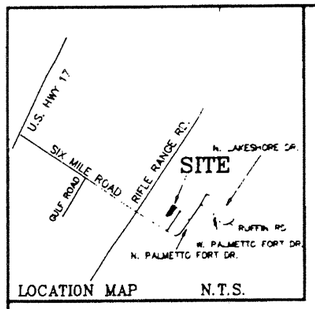
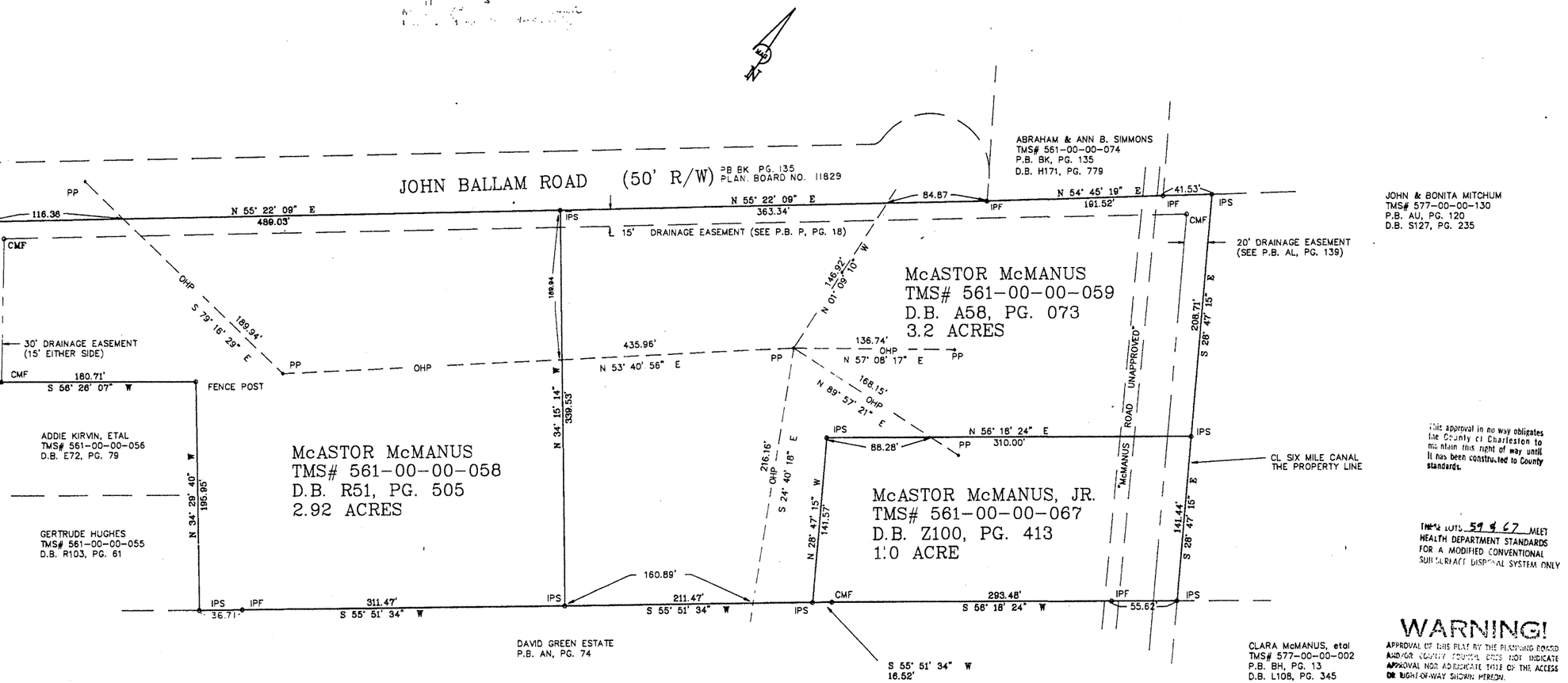
BK K 193PG265

BV 82



LOCATION MAP N.T.S.



NOTES

1.) BERKELEY ELECTRIC COOPERATIVE POWERLINES ON PROPERTY HAVE A 10' EASEMENT. (5' EACH SIDE OF POLES.)
2.) PUBLIC WATER & SEWER NOT AVAILABLE.

LEGEND

IPF IRON PIPE FOUND
IPS IRON PIPE SET
CMF CONCRETE MONUMENT FOUND
PP POWER POLE
OHP OVERHEAD POWERLINE
CL CENTERLINE

This approval in no way obligates the County of Charleston to maintain this right of way until it has been constructed to County standards.

THERE LOTS 59 & 67 MEET HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM ONLY

WARNING!
APPROVAL OF THIS PLAT BY THE PLANNING BOARD AND/OR COUNTY COUNCIL DOES NOT INDICATE APPROVAL NOR ADJUDICATE TITLE OF THE ACCESS OR RIGHT-OF-WAY SHOWN HEREON.

PLAT
OF
THREE TRACTS of LAND
OWNED BY
McASTOR McMANUS & McASTOR McMANUS, JR.
LOCATED IN
CHRIST CHURCH PARISH
CHARLESTON COUNTY, S.C.

SCALE: 1"= 50' DATE: JUNE 13, 1988

SCALE IN FEET
50 0 50 100

APPROVED FINAL PLAT
Beverly T. Adams
CLERK OF COUNCIL
William W. Miller
CHAIRMAN
DATE APRIL 4, 1989
#12892

Precision LAND SURVEYING CO.
1812 SAVANNAH HWY., SUITE 201-B
CHARLESTON, S.C. 29407
(803) 556-1575

DWGS\44-88

SOUTH CAROLINA PROFESSIONAL REG. NO. 10292 LAND SURVEYOR F. ELLIOTTE QUINN

I, F. ELLIOTTE QUINN, III, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON, THAT THIS PLAT SHOWS ITS TRUE DIMENSIONS, THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED, AND THE PRECISION OF THE SURVEY IS 1:10,000. AREA DETERMINED BY RECTANGULAR COORDINATES.

F. ELLIOTTE QUINN, III, R.L.S.
S.C. REG. NO. 10292
ROA0461

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STATE OF SOUTH CAROLINA)) COUNTY OF CHARLESTON))	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2023-CP-10-0947
Henry Bailem, IV, Joseph Bailem, Sheila Bailem, Diane Jefferson, Michael Jefferson, Sr., Rashica Coakley, and Ann Bailey Simmons,)) Plaintiffs,)) vs.)) County of Charleston, Town of Mount Pleasant, DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC, Marie P. Howard, Lewis B. Howard, Jr., Lanelle P. Johnson, William Bailem, Sr., X Syvier Lynn Johnson, Sonia Maria Simmons, Kenneth Davis, Juanita Nelson, Titus Howard, Myeisha Howard, James Howard, And John Doe and Jane Doe, fictitious names used herein to designate the unknown heirs at law, distributes, and/or devisees of all persons who are minors or members of the Armed Forces of the United States of America, as contemplated By the Soldiers' and Sailors' Relief Act, 1940, as Amended, and all persons entitled to claim under and through any of them,)) Defendants)	**AFFIDAVIT OF AUTHENTICITY** **OF** **KRISTEN SALISBURY**

PERSONALLY APPEARED BEFORE ME, Kristen Salisbury, who, having been duly sworn, deposes and says as follows:

1) I am the Clerk of Council for the Charleston County Council, Charleston, South Carolina.

2) I am authorized by the laws and statutes of South Carolina to make this affidavit.

3) By virtue of my office as the Clerk of Council, records of Charleston County Council are regularly kept and maintained under my supervision and control.

4) To the best of my knowledge, information, and belief, the following records (attached herewith) are regularly kept in the ordinary course of business, kept and maintained under my control by virtue of my office, and represent true, correct, complete and authentic copies of the same:

a. August 7, 1994; Charleston County Council Directive 94-256.

FURTHER AFFIANT SAYETH NOT.

Kristen Salisbury
Clerk of Council for the Charleston County Council

SWORN to before me this
24th day of October, 2024

Notary Public for South Carolina
My Commission Expires: 11/4/2029

D'ASHA YOUNG NOTARY PUBLIC SOUTH CAROLINA

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CIVIL ACTION NO. 2023-CP-10-00947
Henry Bailem, IV, Joseph Bailem, Sheila Bailem, Diane Jefferson, Michael Jefferson, Sr., Rashica Coakley, and Ann Bailem Simmons, PLAINTIFFS, v. County of Charleston, Town of Mount Pleasant, DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC, Marie P. Howard, Lewis B. Howard, Jr., Lanelle P. Johnson, William Bailem, Sr., X Syvier Lynn Johnson, Sonia Maria Simmons, Kenneth Davis, Juanita Nelson, Titus Howard, Myeisha Howard, James Howard, and John Doe and Jane Doe, fictitious names used herein to designate the unknown heirs at law, distributes, and/or devisees of all persons claiming under or through the devisees, and any such persons who are minors or members of the Armed Forces of the United States of America, as contemplated by the Soldiers' and Sailors' Relief Act, 1940, as Amended, and all persons entitled to claim under and through any of them, DEFENDANTS.	**DRB GROUP SOUTH CAROLINA LLC's MOTION FOR SUMMARY JUDGMENT AND MEMORANDUM IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT**

Defendant DRB Group South Carolina, LLC ("DRB"), by and through undersigned counsel, hereby moves for summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. This Motion is based on the pleadings, interrogatories, depositions, affidavits, exhibits, attached hereto, such case and statutory law as may be applicable, the incorporated Memorandum of Law in Support of this Motion, and the arguments of counsel.

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The record evidence establishes that the road which is the subject of this dispute, John Ballam Road, located in Mount Pleasant, South Carolina (the "Road"), has been duly dedicated and accepted. Plaintiffs allege, without any admissible evidence, that the road is private.[1] For the following reasons, DRB is entitled to summary judgment, and a finding that the Road is, in fact, public.

First, Plaintiffs' claims are barred by the statute of limitations and have been for years. Plaintiffs failed to bring suit against anyone until February 23, 2023, and against DRB until June 6, 2024, yet they were not seized or possessed of the Road for decades prior to filing suit. Moreover, Plaintiffs were well aware of the existence of the claims they brought for decades before filing, and slept on their rights. Thus, Plaintiffs claims are barred under both S.C. Code Ann. §§ 15-3-340 and 15-3-530(7).

Second, equitable defenses bar Plaintiffs' claims. For instance, Plaintiffs waited decades to file suit. Plaintiffs were well aware that DRB, and its predecessors were developing property to the south of the Road, and that this was being done in reliance on the Road being public. Plaintiffs delay resulted in prejudice to DRB, and its predecessors in title, who expended millions of dollars on development costs. Plaintiffs' claims are barred by laches, and acquiescence.

Third, The Road has been validly dedicated and accepted by the County and is a public right of way. Plaintiffs' ancestors, Henry Bailem, Rebecca Jefferson and Estelle Capers signed that certain "Plat of Lands of John Ballam Estate located Liberty Hill Area of Christ Church Parish,

[1] Pursuant to a Form 4 Order filed October 28, 2024, the Court granted DRB's motion "to bifurcate the trial on the issue of the status of the road." This Order was formalized by Order filed February 2, 2025, in which the Court ordered "DRB's Motion to Bifurcate is granted. The issue of whether the Road is public or private is hereby bifurcated from the remaining issues in this case and shall be set for a merits hearing at a status conference…" Based on these Orders, the only matters addressed in this Motion are issues related to whether the Road is public or private.

Charleston County, South Carolina" by James G. Pennington, dated July 23, 1986, and recorded in the Register of Mesne Conveyances for Charleston County on October 28, 1986 in Book BK at Page 135 (the "'86 Plat") which contains an express statement dedicating the Road to the public. The County expressly accepted the dedication in 1994, which was annexed into the Town, improved using public funds, and ultimately paved using public funds. Plaintiffs claim that the signatures on the '86 Plat are not what they purport to be; however, Plaintiff Ann Bailem Simmons, the *only person* who was present when the '86 Plat was signed **confirmed the legitimacy of the signatures.** And, the grandson, Plaintiff Michael Jefferson, Sr., of one of the signatories, Rebecca Jefferson, confirmed it was, indeed, an authentic signature. Furthermore, to the extent that the Court questions the validity of the signatures on the '86 Plat, the Road was dedicated as a matter of law when Plaintiffs, and their predecessors in title, took title to their respective lots by reference to the '86 Plat. The deeds expressly incorporated the entirety of the '86 Plat, which shows the Road as public, and includes the dedication statement.

No plat or other instrument has been recorded dedicating the Road to the property owners, as Plaintiffs now claim, was the family's "intent," after 40 years of the '86 plat being of record, over 30 years after the County expressly accepted the Road, almost 30 years after the Road was approved for improvement with public funds, more than 20 years after the Road was paved using public funds, and more than seven years after the initial developer acquired Development in 2017.

There is no *genuine* issue of material fact for trial, and DRB is entitled to judgment as a matter of law.

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

TABLE OF CONTENTS

Introduction……..i

Table of Contents……iv

Exhibit List……vi

Procedural History……. 1

Facts…… 2

I. Pursuant to the ’86 Plat, the Bailem Family Subdivided the Land into Five Lots, Dedicated the Road to the Public, which was Accepted by the County, Annexed by the Town, and Improved and Paved Using Public Funds…….. 2

A. The Origin of the ’86 Plat, and Dedication of the Road…….. 2

B. County’s Acceptance and Improvement of the Road…….. 8

II. Title to Lots 1-5 on the ’86 Plat…… 11

III. DRB Acquires and Constructs the Development……. 16

Standard of Review…… 20

Argument…… 21

I. The Statute of Limitations Bars Plaintiffs’ Claims……. 21

II. Plaintiffs’ Claims are Barred Based on Equitable Defenses…… 26

A. Equitable Maxims Should Guide This Court’s Decision……. 26

B. Plaintiffs Waited an Unreasonable Length of Time to Bring this Action to the Prejudice of DRB, and are Thus Barred by the Doctrine of Laches.. 28

C. Plaintiffs Stood by While the Road was Paved and the Development was Constructed using the Road, Making No Objection, Barring Their Claims Under the Doctrine of Acquiescence…… 29

III. The Road has been Validly Dedicated and Accepted, and Is a Public Right-of-Way…… 30

A. The Bailem Family Expressly Dedicated the Road to the Public…… 30

B. Alternatively, the Road has been Impliedly Dedicated by Plaintiffs' Taking Title to Their Lots with Reference to the '86 Plat, and Plaintiffs' Acquiescence in Public Use..... 35

C. The County Accepted the Bailem Family's Dedication of the Road, Which Was Annexed into the Town, and Improved and Paved using Public Funds..... 38

Conclusion..... 40

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

EXHIBIT LIST[2]

Exhibit No.	Description
4	Plat of Lands of John Ballam Estate Located Liberty Hill Area of Christ Church Parish, Charleston County, South Carolina by James G. Pennington dated July 23, 1986, recorded on October 24, 1986 in Plat Book BK at Page 135 (the "'86 Plat")
5	1994-01-21 Deed from James D. Johnson, Jr. to Henry Ballam (Book X237 at Page 408) 1988-03-10 Deed from Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailey Capers to Henry Bailem, IV (Book A173 at Page 853) 1997-02-24 Perpetual Easement from Henry Bailem, IV to TOMP Water & Sewer (Book K280 at Page 313) Plat (Book BK at Page 135) Plats (Book BH 280 at Pages 230 & 231) (Collectively "H. Bailem Title Documents")
10	Photograph depicting School Bus on the Road
14	Town Work Order
16	1994-01-21 Deed from Henry Bailem, IV to Michael Jefferson, Sr. and Diane Jefferson (Book X237 at Page 382) 1993-11-08 Deed from James D. Johnson, Jr. to Henry Ballam (Book K234 at Page 562) 1993-11-08 Deed from James Johnson to Michael Jefferson, Sr. and Diane Jefferson (Book K234 at Page 567) 1988-01-28 Deed from Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle B. Capers to Michael Jefferson, Jr. and Diane Jefferson (Book B172 at Page 327) 1997-02-24 Perpetual Easement from Michael Jefferson, Sr. and Diane Jefferson to TOMP Water & Sewer (Book K280 at Page 303) (Collectively "Jefferson Title Documents")
17	January 3, 2017 Letter from D. Jefferson to property owners
24	2004-04-07 Deed from Estelle Bailem Capers to Joseph Bailem and Sheila Bailem (Book X489 at Page 465) 1992-02-28 Deed from Joseph Bailem and Sheila Bailem to Estelle Bailem Capers (Book Z210 at Page 611)

[2] DRB attaches numerous exhibits from the Plaintiffs' depositions, which were numbered sequentially. For simplicity, DRB has maintained those exhibit numbers herein. To preserve this sequential numbering, DRB has utilized the next available Exhibit number, Exhibit 29, for those exhibits which were not previously marked in a deposition.

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	1988-05-19 Deed from Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers to Joseph Bailem and Sheila Bailem (Book V174 at Page 025) 1997-02-24 Perpetual Easement from Estelle Bailem Capers to TOMP Water & Sewer (Book K280 at Page 308) (Collectively, "S. Bailem Title Documents")
26	2024-09-12 Deed from Lanelle P. Johnson to Rashica Coakley (Book 1267 at Page 675) 1988-05-19 Deed from Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers to Florence and Robert Coakley (Book V174 at Page 021) 1997-02-24 Perpetual Easement from Florence Coakley and Robert Coakley to TOMP Water & Sewer (Book K280 at Page 298) (Collectively, "Coakley Title Documents")
28	2024-07-26 Deed from Lanelle P. Johnson to Ann Bailem Simmons (Book 1258 at Page 918) 2006-11-27 Deed from Abraham Simmons to Ann Bailem Simmons (Book R606 at Page 509) 1987-12-23 Deed from Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers to Abraham Simmons and Ann Bailem Simmons (H171 at Page 779) 1997-02-24 Perpetual Easement from Abraham Simmons and Ann Bailem Simmons to TOMP Water & Sewer (Book K280 at Page 293) (Collectively, "Simmons Title Documents")
29	Excerpts of James G. Pennington Deposition Transcript ("Pennington Depo. Trans.")
30	Excerpts of Diane Marie Jefferson Deposition Transcript ("D. Jefferson Depo. Trans.")
31	Jeffersons' Subdivision Application to Charleston County ("Subdivision Application")
32	Excerpts of County of Charleston—through its designated representative, Wesley Linker Deposition Transcript ("County Depo. Trans.")
33	October 7, 1986 Charleston County Council Meeting Minutes- County (Ballam) 0002 ("10/7/86 Council Minutes")
34	Excerpts of Ann Bailem Simmons's Deposition Transcript ("Simmons Depo. Trans.")
35	Excerpts of Michael Jefferson's Deposition Transcript ("M. Jefferson Depo. Trans.")
36	Excerpts of Marilyn Bailem's Deposition Transcript ("M. Bailem Depo. Trans.")
37	Excerpts of Shelia Bailem's Deposition Transcript (S. Bailem Depo. Trans.")

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

38	Excerpts of Rashica Coakley's Deposition Transcript ("Coakley Depo. Trans.")
39	Excerpts of Henry B. Bailem, IV's Deposition Transcript ("H. Bailem Depo. Trans.")
40	August 16, 1994 Charleston County Council Meeting Minutes- County (Ballam) 0014 ("8/16/94 Council Minutes")
41	Unimproved Roads in the Unincorporated Area Petition for County Acceptance and Construction FY 1995 ("Acceptance List")
42	County (Ballam) 0036
43	Town Ordinance No.: 95005 "An Ordinance Providing for Annexation of 29 Lots Located on the North and South Sides of Rifle Range Road East of the Intersection of Six Mile Road;" County (Ballam) 0037 ("Annexation")
44	March 11, 1996 Charleston County Transportation Meeting Minutes (County (Ballam) 0047) (the "CTC Meeting Minutes")
45	Affidavit of Mark Cain
46	County (Ballam) 0056 ("Road Plans")
47	John Ballam Road, #439.015 Construction Material Quantities (County (Ballam) 0054) ("Construction Material Order")
48	Day Planner Notes (County (Ballam) 0057) ("Day Planner Notes")
49	County (Ballam) 0211-0212 ("Tax Records")
50	Limited Warranty Deed of Ballam Rd LLC to Dan Ryan Builders South Carolina, LLC dated July 19, 2021, recorded in the Official Records on August 6, 2021 in Book 1021 at Page 015
51	Affidavit of Name Change Pursuant to S.C. Code § 33-4-104 dated June 2, 2022, recorded in the Official Records on June 9, 2022 in Book 1115 at Page 899
52	Quit Claim deed by DRB Group South Carolina, LLC to Ballam Oaks Property Owners Association, Inc. dated July 29, 2024, recorded in the Official Records on August 21, 2024 in Book 1262 at Page 917
53	Final Subdivision Plat John Ballam Subdivision Charleston County TMS 561-00-00-055, -058, -059, & -067, Property of Dan Ryan Builders South Carolina, LLC, Located in Christ Church Parish, Charleston County, South Carolina" prepared by Christopher R. Elmer, SCPLS No. 30759 of Tim Elber RLS, LLC dated January 23, 2024, and recorded in the Charleston County Register of Deeds Office in Plat Book L24 at Page 0039 (the "Subdivision Plat")
54	Plat Book BV at Page 82
55	Deed dated May 8, 2017, recorded in the Official Records on May 10, 2017 in Book 0636 at Page 735

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

56	Deed of Floride Juanita Boyd and Joan M. Ermer, CoPersonal Representatives of the Estate of Floride McManus to American Star Development SC, LLC, dated September 23, 2015, recorded in the Official Records on September 25, 2015 in Book 0506 at Page 989
57	Floride McManus Probate Court Records
58	Deed of Floride Juanita Boyd and William Ray Boyd to Ballam Rd LLC, dated February 6, 2019, recorded in the Official Records on February 6, 2019 in Book 0776 at Page 337
59	• Berkeley Electric Cooperative, Inc. Agreement for Underground Electric Service to a Residential Subdivision, recorded in the Official Records on July 18, 2019 in Book 0809 at Page 116; • Right of Way Easement recorded in the Official Records on July 18, 2019 in Book 0809 at Page 079; • Sewer Easement Agreement recorded in the Official Records on September 27, 2019 in Book 0825 at Page 219; • Easement Agreement and Non-Exclusive Assignment of Rights, recorded in the Official Records on July 16, 2021 in Book 1014 at Page 702; • Assignment Agreement, recorded in the Official Records on August 6, 2021 in Book 1021 at Page 020; • Assignment of Easement Agreement, recorded in the Official Records on July 14, 2023 in Book 1191 at Page 179; • Easement #903740 (granting Dominion Energy an easement for gas lines), recorded in the Official Records on February 23, 2023 in Book 1164 at Page 913; • Title to Water and Wastewater Systems and Grants of Easement, recorded in the Official Records on September 28, 2023 in Book 1205 at Page 566; • Grant of Perpetual Easement, recorded in the Official Records on July 11, 2024 in Book 1256 at Page 274; • "Final Subdivision Plat John Ballam Subdivision Charleston County TMS 561-00-00-055, -058, -059, & -067, Property of Dan Ryan Buildings South Carolina, LLC, Located In Christ Church Parish, Charleston County, South Carolina" prepared by Christopher R. Elmer, SCPLS No. 30759 of Tim Elmer RLS, LLC dated July 8, 2022 revised December 19, 2023, and recorded in the Charleston County Register of Deeds Office in Plat Cabinet L23, Page 0483 on December 22, 2023. (Collectively with Exhibit 53, the "Development Easements and Surveys")
60	Excerpts of the Deposition of DRB Group—through its designated representative, Mike Boyle ("DRB Depo. Trans.")
61	Excerpt of County Encroachment Inspection Report; County (Ballam) 0070

62	Encroachment Permit for John Ballam Road; County (Ballam) 0076 ("Road Encroachment Permit")
63	DHEC Permit; County (Ballam) 0100
64	Draft Plat- Bailem 0318

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

PROCEDURAL HISTORY

This case was initiated by Plaintiff Henry Bailem, IV's ("H. Bailem") filing of the Summons and Complaint on February 23, 2023. Notably, at that time, the sole plaintiff was H. Bailem, and the sole defendants were County of Charleston (the "County") and Town of Mount Pleasant (the "Town"). DRB was not named in the initial Complaint. Through this Complaint, H. Bailem sought (i) a Declaratory Judgment that the Road was private; (ii) a claim for adverse possession that he was the owner of the Road; and (iii) a claim against the County and the Town for inverse condemnation. The County and the Town timely submitted responsive pleadings.

Pursuant to Consent Order filed on January 26, 2024 (the "Consent Order"), this action was referred to the Honorable Mikell R. Scarborough, as Master-In-Equity for Charleston County, with any appeal directly to the Court of Appeals. This same order granted Plaintiff leave to amend his Complaint; however, Plaintiff failed to do so for an extended, and unexplained, period of time.

On June 6, 2024, over a year after the original filing of this action, and almost six months after the Consent Order granting Plaintiffs' motion to amend, Plaintiffs H. Bailem, Joseph Bailem, Sheila Bailem ("S. Bailem"), Diane Jefferson ("D. Jefferson"), Michael Jefferson, Sr. ("M. Jefferson"), Rashica Coakley ("Coakley"), and Ann Bailem Simmons ("Simmons" and collectively with H. Bailem, Joseph Bailem, S. Bailem, D. Jefferson, M. Jefferson, and Coakley, "Plaintiffs") filed their Amended Complaint. The Amended Complaint added Plaintiffs, as well as numerous Defendants, among them, for the first time, DRB. Relevant to this Motion, Plaintiffs brought claims for (i) declaratory judgment that the Road is a private road and (ii) an action seeking to quiet title in the Road in Plaintiffs.

The Town answered the Amended Complaint and asserted a Counterclaim for adverse possession on June 27, 2024. The County filed a Motion to Dismiss on July 1, 2024, and after the

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Court partially granted this motion,[3] the County filed its Answer and Counterclaims on November 7, 2024. Plaintiffs filed their Reply to the Town's Counterclaim on July 15, 2024, and their Reply to the County's Counterclaims on May 2, 2025.

DRB timely filed its Answer to the Amended Complaint and Counterclaims on August 7, 2024, to which Plaintiffs filed their Reply on November 6, 2024. Among the defenses raised by DRB's Answer and Counterclaim are (i) the statute of limitations; (ii) laches; and (iii) incorporation of defenses raised by any other defendant. Among those incorporated by DRB in its Answer are the County's defense of acquiescence. Plaintiffs filed their Reply to DRB's Counterclaims on November 6, 2024.[4]

FACTS

I. Pursuant to the '86 Plat, the Bailem Family Subdivided the Land into Five Lots, Dedicated the Road to the Public, which was Accepted by the County, Annexed by the Town, and Improved and Paved Using Public Funds.

A. The Origin of the '86 Plat, and Dedication of the Road.

In 1986, the Bailem family hired surveyor James G. Pennington ("Pennington") to draft a plat to subdivide property which had been in the Bailem family for years. Am. Compl. ¶ 23; Pennington Depo. Trans. at 11:10-15;[5] D. Jefferson Depo. Trans. at 10:5-10.[6] Pennington drafted a plat illustrating a subdivision of the John Ballam Estate (i.e., the '86 Plat), which was ultimately presented to the County for approval. Am. Compl. ¶ 24; '86 Plat. The '86 Plat was prepared by

[3] Because the issues raised in the County's Motion have been dismissed and do not pertain to DRB, DRB does not address them here.

[4] The issues raised in DRB's Counterclaim are not relevant to the issue of "public v. private" and are not addressed herein. DRB does not waive its Counterclaims by virtue of this and preserves all rights to assert its Counterclaims after the trial, if necessary, on the issue of public v. private.

[5] Excerpts of James G. Pennington's Deposition Transcript are attached hereto as **Exhibit 29.**

[6] Excerpts of Diane Marie Jefferson's Deposition Transcript are attached hereto as **Exhibit 30.**

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

James Pennington and entitled "Plat of Lands of John Ballam Estate Located Liberty Hill Area of Christ Church Parish Charleston County, South Carolina." **Exhibit 4**. The Bailem family wished to have the property divided into five (5) lots. Pennington Depo. Trans. at 16:4-8 (Plaintiffs' counsel representing that the "Bailem family wished to divide this whole lot into five lots"). Pennington prepared the '86 Plat, and it was ultimately presented to the County. ***Id.*** at 27:16-28:1; *see also,* Pennington Depo. Trans., Exhibit 7; D. Jefferson Depo. Trans. at 10:7-10. As Pennington testified, "if the developer (or property owners) asked me to do a certain job for them, they tell me how they want it done, then that's what I do, right." ***Id.*** at 36:4-6; ***Id.*** at 79:11-16 ("I don't—all we—we're just a tool for people to use. They can decide how they want to do it, put whatever statement they want us to put on there, we can do it, put it on there, submit it. If they want it recorded, submit it to the county or wherever we may be and have them approve it."). Pennington further testified that after he creates a plat for a client, like the Bailem family, the owner would have to approve it before he continued. ***Id.*** at 54:17-23. Pennington cannot recall the Bailem family *ever* raising any concerns to him regarding the '86 Plat and the Bailem family has never sought any relief from Pennington for the alleged incorrect dedication statement on the '86 Plat. ***Id.*** at 55:15-18; 56:7-10.

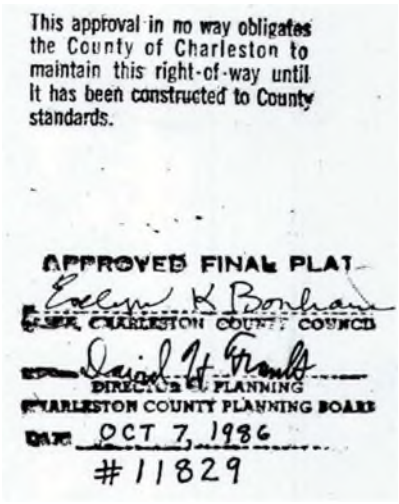
D. Jefferson and M. Jefferson (collectively, the "Jeffersons") submitted a Subdivision Application (the "Application") to the County for approval of the '86 Plat. **Exhibit 31**; Am. Compl., Exhibit 1(C); D. Jefferson Depo. Trans. at 41:9-20. This Application was assigned application number 11829. ***Id.*** Not surprisingly, the '86 Plat has handwritten in the lower right corner, "11829" indicating it is the plat associated with application number 11829:

See Wesley Linker 30(b)(6) County of Charleston Depo. Trans.[7] at 17:22-18:4; *Id*. at 65:21-66:21; **Exhibit 4,** '86 Plat.

At a regular meeting of County Council held on October 7, 1986, County Council approved the '86 Plat. **Exhibit 33** ("10/7/86 Council Minutes"), at County (Ballam) 0004; County Depo. Trans. at: 15:5-10; *Id.* at 17:2-18:14; *Id.* at 59:16-60:3; *Id.* at 65:21-66:21; Pennington Depo. Trans. at 95:13-15; *Id.* at 96:10-14. Not only is "11829" affixed to the '86 Plat in the lower right corner, but the Clerk of Charleston County Council and the Director of Planning of the Charleston County Planning Board signed the '86 Plat indicting that it was an Approved Final Plat on October 7, 1986, as shown below. County Depo. Trans. at 23:13-22; Pennington Depo Trans. at 110:10-13. Directly below the stamp and signature is "#11829." *Id.* Moreover, the '86 Plat states "This approval in no way obligates the County of Charleston to maintain this right-of-way until it has been constructed to County Standards." County Depo. Trans. at 36:4-18; '86 Plat.

[7] Excerpts of County of Charleston—through its designated representative, Wesley Linker Deposition Transcript ("County Depo. Trans.") are attached hereto as **Exhibit 32.**

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947


This approval in no way obligates the County of Charleston to maintain this right-of-way until it has been constructed to County standards.

APPROVED FINAL PLAT

CHAIRMAN, CHARLESTON COUNTY COUNCIL

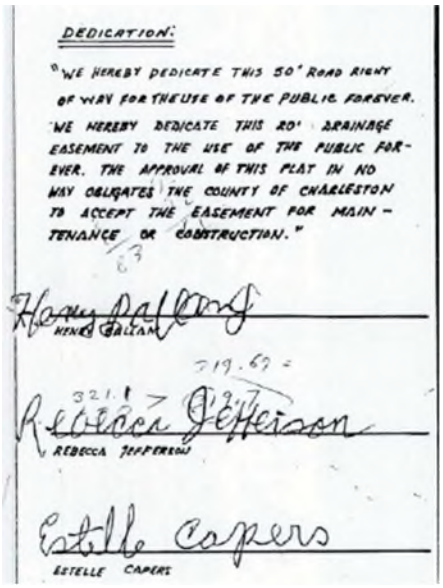
DIRECTOR OF PLANNING

CHARLESTON COUNTY PLANNING BOARD

DATE OCT 7, 1986

#11829

After being approved by County Council, the '86 Plat was recorded on October 24, 1986, in Plat Book BK at Page 135. '86 Plat.; Pennington Depo. Trans. at 43:2-6. The '86 Plat has been continuously available to the public since October 24, 1986, or a period of almost forty (40) years. *Id.* The Plat unmistakably and unambiguously contains a dedication to the public of the Road stating in express terms "WE HEREBY DEDICATE THIS 50' ROAD RIGHT OF WAY FOR THE USE OF THE PUBLIC FOREVER:"


DEDICATION:

"WE HEREBY DEDICATE THIS 50' ROAD RIGHT OF WAY FOR THE USE OF THE PUBLIC FOREVER. WE HEREBY DEDICATE THIS 20' DRAINAGE EASEMENT TO THE USE OF THE PUBLIC FOREVER. THE APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT THE EASEMENT FOR MAINTENANCE OR CONSTRUCTION."

HENRY GRAHAM

REBECCA JEFFERSON

ESTELLE CAPERS

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

This dedication is immediately followed by the signatures of Henry Ballam, Rebecca Jefferson and Estelle Capers. *Id.;* Simmons Depo. Trans. at 7:16-8:9.[8, 9] In her deposition, Simmons testified that she was present when Henry Bailem, Rebecca Jefferson and Estelle Capers signed the '86 Plat. Simmons Dep. Trans. at 7:16-8:9.[10] Moreover, Rebecca Jefferson's grandson, M. Jefferson testified Rebecca Jefferson's signature was on the '86 Plat. M. Jefferson Depo. Trans. at 11:5-15.[11, 12] All other Plaintiffs made clear they were not present when Henry Bailem, Rebecca Jefferson and Estelle Capers signed the '86 Plat. M. Bailem Depo. Trans. at 24:17-23;[13, 14] S.

[8] Excerpts of Ann Bailem Simmons's Deposition Transcript are attached hereto as **Exhibit 34**.

[9] It is worth noting the following discussion at the beginning of Simmons' deposition: "Q: Yes, ma'am. If you answer a question, I'm going to assume that you understood it. If you don't understand a question, please let me know, and I'll try to rephrase it, okay? A: (no audible response.) Q: Is that a "yes"? A: Yes." Simmons Depo. Trans. at 5:1-8. Any argument or attempts by Plaintiffs to submit an affidavit or errata sheet to alter the clear testimony of Simmons should be viewed as a sham affidavit. *See McMaster v. Dewitt*, 411 S.C. 138, 149, 767 S.E.2d 451, 456 (Ct. App. 2014).

[10] ("Q: Were you present when these signatures were affixed to Exhibit 4, Henry Bailem, Rebecca Jefferson, and Estelle Capers? A: Yes, I was there. Yes. Q: You were there when those signatures went on the plat? A: Yes. Q: Okay, You saw them sign Exhibit 4? A: Exhibit 4? Well, I'll say it like this: When they signed, I don't know. I know that this plat was signed. Q: Let me ask it a different way. I just want to make sure we're on the same page. Were you present when Henry Bailem, Rebecca Jefferson, and Estelle Capers signed the plat that is shown on Exhibit 4? A: Right. Everything was signed for everyone—. Q: Okay. A: -- there. Yes.")

[11] Excerpts of Michael Jefferson's Deposition Transcript are attached hereto as **Exhibit 35**.

[12] "Q: … The signatures on Exhibit 4, is one of those one of your parents? A: Exhibit 2? Q: Exhibit 4. A: Lot 2? Q: I'm sorry. There are three signatures over there on the right. A: Oh, no, no, no huh-uh. One is my grandmother. Q: Okay. Which one is that? A: Rebecca Jefferson."

[13] Excerpts of Marilyn Bailem's Deposition Transcript are attached hereto as **Exhibit 36**.

[14] "Q: … To start with, Exhibit Number 4, it's the big plat that's right there in front of you, were you there when this plat was signed? A: No. Q: So you have no personal knowledge about those entries? A: No."

Bailem Depo. Trans. at 6:23-7:1;[15, 16] *Id.* at 13:20-14:1; Coakley Depo. Trans. at 5:25-26:6;[17, 18] *Id.* at 13:5-7;[19] H. Bailem Depo. Trans. at 34:8-17;[20, 21] *Id.* at 92:19-22;[22] D. Jefferson Depo. Trans. at 109:20-112:8 (attempting to avoid answering the question, but ultimately conceding she was not present for the placement of the signatures on the '86 Plat).[23] Rather, all other of Plaintiffs'

[15] Excerpts of Shelia Bailem's Deposition Transcript are attached hereto as **Exhibit 37**.

[16] "Q: … This plat that we've marked as Exhibit 4 was done in 1986. I'll represent that to you. Were you involved in the creation of this plat? A: I was not."

[17] Excerpts of Rashica Coakley's Deposition Transcript are attached hereto as **Exhibit 38**.

[18] "Q: I'm going to bet I know the answer to this, but I'm going to ask you anyway: Were you involved with—in any way with the creation of this plat that is Exhibit 4? A: No. Q: Okay. A: I think I was only ten years old at the time."

"[19] Q: Those signatures on Exhibit 4, were you present when those signatures were affixed? A: Again, no, because I was ten years old."

[20] Excerpts of Henry B. Bailem, IV's Deposition Transcript are attached hereto as **Exhibit 39**.

[21] "Q: And if we look at Exhibit 4, it says—and I'm going to turn it so I can read it better—"We hereby dedicate this 50-foot road right-of-way for the use of the public forever." Did I read that right? I'm not asking anything other than if I read it right. A: Yes. Q: How did that statement get on that plat? A: I don't know. I didn't have anything to do with this plat that says five lots."

[22] "Q: I understand. Do you have any personal knowledge about how those signatures came to be on that plat? A: No.

[23] "Q: I will say this: the plat that is recorded with the Charleston County Register of Deeds office, do you have any personal knowledge of how those signatures came to be on that plat? A: I can say that the signatures that's recorded at Charleston County is the result of James Pennington. What or how or where he placed those signatures, I can't attest to that. Q: And I'm not trying to split hairs. Were you there when those signatures were placed on that plat? A: I was there when they signed the one plat. That is not this plat. Q: Sure. Correct. MR. GOWDER: And just to be clear, she's indicating Exhibit 4. MR. HETHINGTON: Right, which is a certified copy of the one that's recorded with the Register of Deeds Office. BY MR. HETHINGTON: Q: So just to make sure I'm understanding your testimony—I'm not trying to put words in your mouth, I'm just trying to make sure that I understand your testimony—that you don't have any personal knowledge of how the signatures came to be on the plat that's recorded with the Register of Deeds office? A: I have knowledge of the Bailems signing once for the plat. Q: That's not my question. A: That's the only answer I got for you, because you're asking me to attest to something, and we're talking about multiple plats, and I don't know—I can't tell you that this one, this one, this one, but the plat that

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

witnesses merely speculate that the signatories allegedly did not sign the '86 Plat. *See* D. Jefferson Depo. Trans. at 109:20-112:8.

No plat has been recorded dedicating the Road to the property owners, as Plaintiffs now claim, was the family's "intent." H. Bailem Depo. Trans. at 47:11-22.

B. County's Acceptance and Improvement of the Road.

At a meeting held August 16, 1994, County Council approved "for construction and acceptance into the County's road system 32 unimproved roads in the unincorporated area as recommended by the Public Works Department. Funds for this construction is included in the FY 95 Public Works Budget." **Exhibit 40** at County (Ballam) 0022-23 ("8/16/94 Council Minutes"). Specifically, the information provided to the Finance Committee by the County Administrator and Public Works Director was "regarding a list of unimproved roads in the unincorporated area that residents have requested to be constructed, rocked or paved…" *Id.* Included in that list, entitled "Unimproved Roads in the Unincorporated Area Petitioned for County Acceptance and Construction FY 1995 (August 11, 1994)" was John Ballam Road, which was indicated as having "None" under the maintenance column. **Exhibit 41**, County (Ballam) 0013 ("Acceptance List"); *see also*, **Exhibit 42**, County (Ballam) 0036. Other roads on the list show "Community" or "Owner" under the maintenance column. *Id.*

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they signed, the statement was read, and they signed that plat. Q: So if there is – A: Period. Q: That plat—A: Not that—not this plat. Q: Listen to my question. I'm telling you there is a plat recorded with the Charleston County Register of Deeds office. That is a certified copy of it. There are signatures on that plat, okay, and my question to you is very simply do you know how those signatures got on that plat? A: I don't know what they do in the back room at the County. Q: Is that what you think happened? A: What do I think happened? Q: You think somebody in the back room at the County put signatures on the plat? A: I am saying to you that I am a witness. I'm telling you – I'm testifying of what I witnessed. Q: That's what I want to know. That's exactly what I want to know. A: I witnessed folks signing a document that had a statement that says: 'I hereby dedicate to the property owners.' Q: Yes, Ma'am. A: **I did not see this statement I did not see this plat until way later, so when, how, I can't attest to.**" (Emphasis added).

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

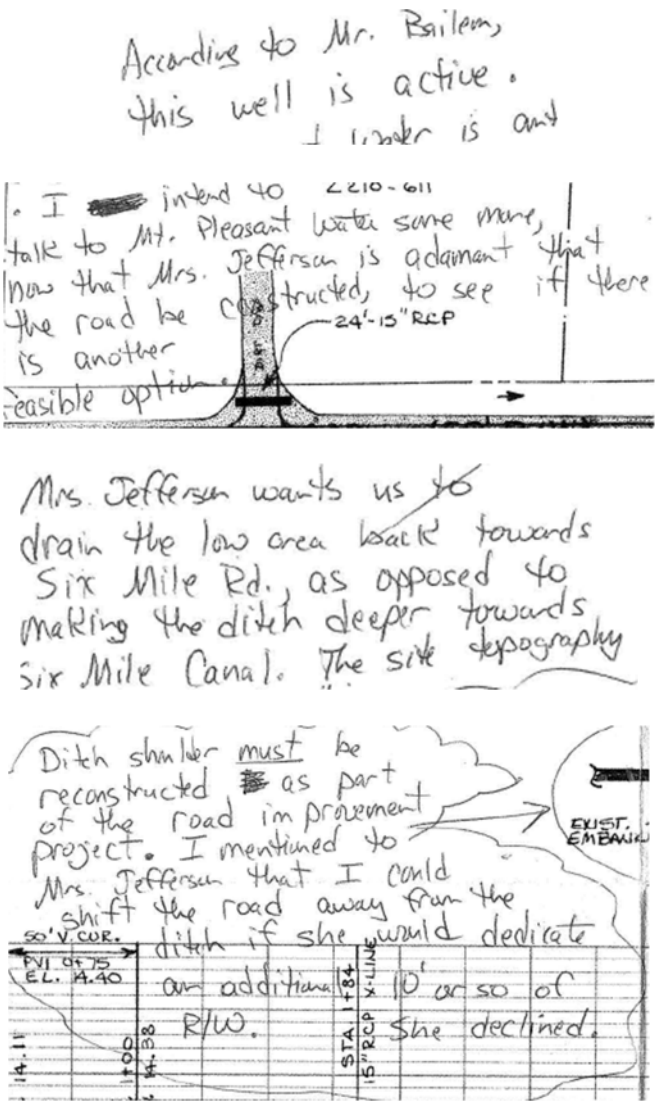
ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Following this acceptance of the Road by the County, on April 11, 1995, the Town passed an Ordinance annexing 29 lots on the North and South Sides of Rifle Range Road East of the Intersection with Six Mile Road, including the Plaintiffs' property, and the Road. **Exhibit 43**, County (Ballam) 0037-41 (the "Annexation"). Abraham Simmons, the then husband of Plaintiff Simmons, and co-tenant of Lot 1, Florence Coakley, then owner of Lot 2, and Plaintiff Michael Jefferson all signed the Annexation petition. *Id.* at County (Ballam) 0044; *see also*, **Exhibit 26** ("Coakley Title Documents"); **Exhibit 28** ("Simmons Title Documents"). Not surprisingly, beneath each name and address, there is a reference to the '86 Plat. Annexation, **Exhibit 43,** at County (Ballam) 0043-44.

On March 11, 1996, the County Transportation Committee held a meeting in which it approved funding of the Road for FY 96. **Exhibit 44** (the "CTC Meeting Minutes"), at County (Ballam) 0049.

Mark Cain is a former Civil Engineer I with Charleston County Public Works, who spoke with D. Jefferson and H. Bailem regarding the Road. **Exhibit 45**, Aff. of Mark Cain, ¶¶ 2, 4. Mr. Cain testified that he looked at the 86' Plat and observed that there was a fifty (50') foot right of way which was dedicated to the public. *Id.* ¶ 5. Mr. Cain also testified that D. Jefferson "made it abundantly clear that the Bailem family wanted John Ballam Road upgraded to County Standards, using County funds. Ms. Jefferson was persistent and tenacious in her pursuit of having John Ballam Road upgraded to County Standards, using County funds. She repeatedly told me that she wanted the road paved." *Id*. ¶ 6. Mr. Cain took notes on the road plans for the Road, which were attached to his affidavit. Those notes, County (Ballam) 0050-0051, reflect that in approximately 1996, H. Bailem noted that a well on the Road was active. *Id.* The notes also reflect that "Mrs. Jefferson is adamant that the road be constructed…" that D. Jefferson "wants us to drain the low

area back towards Six Mile Road…" and that D. Jefferson would not dedicate *additional* 10' or so of" right of way:



Id. (emphasis added). Following these conversations, additional revisions to the Road plans took place, and the Road was improved to County standards in approximately 1998, using County funds, although unpaved. **Exhibit 46**, County (Ballam) 0056 ("Road Plans"); **Exhibit 47**, County (Ballam) 0054 ("Construction Material Order"). A few years later, the Road was paved in 2002, again using County funds. **Exhibit 48**, County (Ballam) 0057 ("Day Planner Notes").

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

If the Road were a private road, the property owners would be responsible for constructing the road, and the public entity would not take over the maintenance responsibility until the road was built to county or city standards. Pennington Depo. Trans. at 107:5-15. Incredibly, despite claiming that the Road should be "private," H. Bailem testified that since 1994 he has only cut the grass and tried to keep the ditch clean—testifying in no uncertain terms, "**Well, it's their road. What would we have to do?**" H. Bailem Depo. Trans. at 39:14-17 (emphasis added). No member of the Bailem family paid any money to pave the Road. *Id.* at 92:23-93:8.

Plaintiffs have not paid taxes on the Road since 1986 and the Road has been indicated on tax maps as having been publicly dedicated since 1986. **Exhibit 49**, County (Ballam) 0211-0212 ("Tax Records"); County Depo. Trans. 20:24-21:25.

II. Title to Lots 1-5 on the '86 Plat.

Plaintiffs are the owners of Lots 1-5 on the '86 Plat. However, none of their legal descriptions, nor the '86 Plat, reflect that they own any portion of the Road.

Simmons owns Lot 1 on the '86 Plat. She originally gained title to Lot 1 with her then husband, Abraham Simmons, by Deed of Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers (the signatories on the '86 Plat dedication), dated December 21, 1987, recorded in the Register of Mesne Conveyances for Charleston County (the "Official Records") in Book H 171 at Page 779. Simmons Depo. Trans. at 13:13-14:6; **Exhibit 28**, Simmons Title Documents. As part of the divorce between Simmons and Abraham Simmons, Abraham Simmons conveyed his interest in Lot 1 to Simmons by Quit Claim Deed dated November 22, 2006, recorded in the Official Records on November 27, 2006, in Book R 606 at Page 509. *Id.* Simmons also received an interest in Lot 1 by virtue of a Quit Claim Deed from Lanelle P. Johnson dated June 17, 2024, recorded in the Official Records on July 26, 2024 (after the filing of even the Amended Complaint)

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

in Book 1258 at Page 918. *Id.* Each of the deeds into Simmons describes the property conveyed as follows:

> All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston, as shown on a plat by James G. Pennington, P.E., and L.S., entitled "Plat of Land of John Ballam Estate located in the Liberty Hall area of Christ Church Parish, Charleston County, South Carolina dated July 23, 1986, and recorded in Book BK at Page 135 of the RMC Office for Charleston County.
>
> Said property containing approximately 1.67 acres of land and shown as Lot 1 on the aforementioned plat.
>
> Subject to the easements as shown on said plat.
>
> Butting and Bounding to the north on the lands of Ballam, **to the west on John Ballam Road** and Lot 2, to the east on lands now or formerly of Mitchum and to the South on lands now or formerly of Howard McManus and McCaster.

See, Id.; *see also,* Am. Compl. ¶ 61 (emphasis added).

Coakley is a partial owner of Lot 2 on the '86 Plat by virtue of that certain Quit Claim Deed of Lanelle P. Johnson dated June 17, 2024, recorded in the Official Records on September 12, 2024, in Book 1267 at Page 675. Coakley Depo. Trans. at 7:14-23; **Exhibit 26**, Coakley Title Documents. Prior to this, by Deed dated January 26, 1988, recorded in the Official Records in Book V 174 at Page 21, Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers (the signatories on the '86 Plat dedication) conveyed Lot 2 on the '86 Plat to Florence Coakley and Robert Coakley. *Id.;* Am. Compl. ¶ 66. The aforementioned deeds describe the property conveyed as follows:

> All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston, as shown on a plat by James G. Pennington, P.E., and L.S., entitled "Plat of Land of John Ballam Estate located in the Liberty Hall area of Christ Church Parish, Charleston County, South Carolina dated July 23, 1986, and recorded in Book BK at Page 135 of the RMC Office for Charleston County.
>
> Said property containing approximately 1.40 acres of land and shown as Lot 2 on the aforementioned plat.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the north on lands now or formerly of Flora Ballam, **to the south on John Ballam Road**, to the west on Lot 3, and to the east on Lot 1.

See, Id.; see also Am. Compl. ¶ 65-66 (emphasis added).[24]

The Jeffersons own Lot 3 on the '86 Plat by virtue of several deeds:

- "Quit-Deed" of H. Bailem[25] dated January 20, 1994, recorded in the Official Records on January 21, 1994, in Book X 237 at Page 382.
- "Quit-Deed" of James Johnson a/k/a James D. Johnson, Jr. to H. Bailem dated November 1, 1993, recorded in the Official Records on November 9, 1993, in Book K 234 at Page 566.
- Quit-Claim Deed of James Johnson to the Jeffersons dated October 18, 1991, recorded in the Official Records on November 8, 1993, in Book K 234 at Page 567.
- Deed of Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers (the signatories on the '86 Plat dedication) to the Jeffersons dated January 26, 1988, recorded in the Official Records in Book B 172 at Page 327.

Exhibit 16, Jefferson Title Documents. Each of the above deeds describes the legal description for Lot 3 on the '86 Plat as:

All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston, as shown on a plat by James G. Pennington, P.E., and L.S., entitled "Plat of Land of John Ballam Estate located in the Liberty Hall area of Christ Church Parish, Charleston County, South Carolina dated July 23, 1986, and recorded in Book BK at Page 135 of the RMC Office for Charleston County.

Said property containing approximately 1.29 acres of land and shown as Lot 3 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the northwest on lands of Cephus Wright, to the northeast on Lot 2, **to the southeast on John Ballam Road**, and to the southwest on Lot 4.

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[24] The legal description of Lot 2 is contained in the unnumbered paragraph between Paragraphs 65 and 66 in the Amended Complaint. This is continued throughout the Amended Complaint. For simplicity, DRB does not repeat this in each of the remaining citations for lot legal descriptions.

[25] Plaintiff H. Bailem actually signed this deed to the Jeffersons, which expressly states that Lot 3 is bounded on the southeast by the Road and incorporates the '86 Plat by reference.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

See, Id.; see also Am. Compl. ¶ 72-73 (emphasis added).

J. Bailem and S. Bailem own Lot 4 on the '86 Plat by virtue of that certain Title to Real Estate from Estelle Bailem Capers dated March 31, 2004, recorded in the Official Records on April 7, 2004, in Book X 489 at Page 465.[26] S. Bailem Depo. Trans. at 8:24-9:6; **Exhibit 24**, S. Bailem Title Documents. Previously, J. Bailem and S. Bailem conveyed Lot 4 to Estelle Bailem Capers by Title to Real Estate dated February 27, 1992, recorded in the Official Records on February 28, 1992, in Book Z 210 at Page 611. *Id.* Because this was a conveyance from J. Bailem and S. Bailem, they actually signed the deed, which contains the legal description stating that Lot 3 was bounded by the Road and incorporating the '86 Plat. *Id.* By Title to Real Estate dated January 26, 1988, recorded in the Official Records in Book V 174 at Page 025, Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers (the signatories on the '86 Plat dedication) conveyed Lot 4 on the '86 Plat to J. Bailem and S. Bailem. The aforementioned deeds describe the property conveyed substantially[27] as follows:

> All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston, as shown on a plat by James G. Pennington, P.E., and L.S., entitled "Plat of Land of John Ballam Estate located in the Liberty Hall area of Christ Church Parish, Charleston County, South Carolina dated July 23, 1986, and recorded in Book BK at Page 135 of the RMC Office for Charleston County.
>
> Said property containing approximately 1.20 acres of land and shown as Lot 4 on the aforementioned plat.
>
> Subject to the easements as shown on said plat.
>
> BUTTING AND BOUNDING to the northeast on lands of Cephus Wright, **to the south by John Ballam Road**, to the west on Lot 5, and to the east on Lot 3.

[26] Ms. Capers, who signed the '86 Plat, and the original conveyance again incorporated the '86 Plat in a deed to S. Bailem and J. Bailem.

[27] Some of the deeds combine the first two paragraphs of the legal description with the last paragraph. However, the language used is the same.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

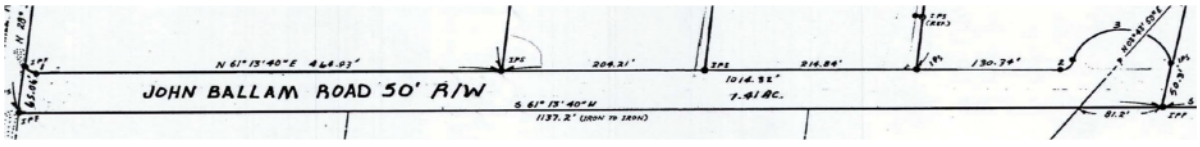
See, Id.; see also Am. Compl. ¶ 76-77 (emphasis added).

H. Bailem owns Lot 5 on the ’86 Plat by virtue of that certain Quit-Deed of James D. Johnson, Jr. dated January 20, 1994, recorded in the Official Records on January 21, 1994 in Book X 237 at Page 408, (which contains an error in the buttings and boundings description) and Deed of Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers (the signatories on the ’86 Plat dedication), dated January 26, 1988, recorded in the Official Records in Book H 173 at Page 853. H. Bailem Depo. Trans. at 28:8-29:4; **Exhibit 5**, H. Bailem Title Documents. Each of these deeds describes Lot 5 substantially as follows:

> All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston, as shown on a plat by James G. Pennington, P.E., and L.S., entitled “Plat of Land of John Ballam Estate located in the Liberty Hall area of Christ Church Parish, Charleston County, South Carolina dated July 23, 1986, and recorded in Book BK at Page 135 of the RMC Office for Charleston County.
>
> Said property containing approximately 2.72 acres of land and shown as Lot 5 on the aforementioned plat.
>
> Subject to the easements as shown on said plat.
>
> BUTTING AND BOUNDING to the north on lands nor or formerly of Isaac Wright Estate, **to the south on John Ballam Road**, to the west on Six Mile Road, and to the east on Lot 4.

See, Id.; *see also Am. Compl.* ¶ 77-78 (emphasis added).

According to the legal description in each of the Plaintiffs’ chains of title, they own collectively Lots 1-5. **Exhibits 5, 16, 24, 26, 28**. Each legal description describes the property conveyed as being butted and bounded **by the Road**. *Id.* None of the legal descriptions convey the Road to Plaintiffs. *Id.* This is consistent with the location of iron pins found (IPF), and set (IPS) delineating the boundary line between the Plaintiffs’ lots and the Road:



ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Not only did the Plaintiffs all take title with reference to the '86 Plat, but they (or their predecessors in title) also signed easements[28] in January, 1997 to the Commissioners of Public Works of the Town of Mount Pleasant, South Carolina (i.e., the Town) which described the easement as:

> All that Strip of land located in Christ Church Parish, Charleston County, South Carolina being designated as Parcel [varies by Lot] and described as follows: a permanent utility easement located generally within a community known as John Ballam Road and more fully shown on a plat prepare by E.M. Seabrook, Jr., Inc. entitled "PLAT OF PERMANENT UTILITY EASEMENTS OF VARIOUS WIDTHS SITUATE ON UNDEDICATED BRENTLEY ROAD UNDEDICATED McMANUS ROAD, **JOHN BALLAM ROAD *PUBLIC* 50' RIGHT-OF-WAY** AND DAVID GREEN ROAD PUBLIC 50' INGRESS-EGRESS EASEMENT ABOUT TO BE ACQUIRED BY MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION," (sheet 1), dated November 1, 1995, a copy of which is recorded in the RMC Office for Charleston County in Plat Book E8, Page 614, and which is made a part hereof and incorporated herein by reference.

(emphasis added).

III. DRB Acquires and Constructs the Development.

DRB is the owner of property directly south of the Road, more particularly described as (the "Development"):

> **Parcel 1:**
> ALL That piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, shown and designated as 23,152 SQ FT (0.531 AC.) on plat entitled SURVEY SHOWING A 0.531 ACRE TRACT OF LAND ABOUT TO BE CONVEYED TO PETER WATERFIELD LOCATED IN CHRIST CHURCH PARISH, CHARLESTON, SOUTH CAROLINA" By Keith K. Ruddy, PLS, dated July 10, 1998 and recorded July 21, 1998 in Plat Book DB at Page 544, in the RMC Office for Charleston County. Said parcel of land having such size, shape, dimensions buttings and boundings as will by reference to said plat more fully appear.
>
> **Parcels 2 & 3:**

[28] *See*, **Exhibit 28**, at P. 27-36; **Exhibit 16**, at P. 19-23; **Exhibit 24**, at P. 13-17; **Exhibit 26,** at P. 9-13; **Exhibit 5**, at P. 10-14 (the "Easements").

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

All those certain pieces, parcels, or lots of land, together with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina, as shown and designated as tracts containing "2.92 ACRES" and "3.2 ACRES" on a Plat titled, "PLAT OF THREE TRACTS OF LAND OWNED BY McASTOR McMANUS & McASTOR McMANUS JR. LOCATED IN CHRIST CHURCH PARISH CHARLESTON COUNTY, S.C." made by F. Elliotte Quinn, III, R.L.S., dated June 13, 1998, and duly recorded in the R.M.C. Office for Charleston County in Plat Book BV, at page 82, said lot having such size, shape, dimensions, buttings and boundings as will be shown by reference to the aforesaid Plat.

Parcel 4:

ALL that piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, SC and shown and designated as 1.0 acre on a plat of three tracts of land prepared by Precision Land Surveying Co., dated June 13, 1988 and thereafter recorded in the RMC Office for Charleston County in Plat Book BV at page 82; said 1.0 acre parcel having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

LESS AND EXCEPT:

ALL THOSE CERTAIN pieces, parcels, and tracts of land identified as Welks Way, Sandy Pearl Way, and (POND) HOA (1.58 acres) in the Ballam Oaks Community as identified on a plat entitled "**Final Subdivision Plat John Ballam Subdivision Charleston County TMS 561-00-00-055, -058, -059, & -067, Property of Dan Ryan Buildings South Carolina, LLC, Located In Christ Church Parish, Charleston County, South Carolina**" prepared by Christopher R. Elmer, SCPLS No. 30759 of Tim Elmer RLS, LLC dated July 8, 2022 revised December 19, 2023, and recorded in the Charleston County Register of Deeds Office in Plat Cabinet L23, Page 0483 on December 22, 2023, and as further described below.

Parcel Name	Acreage	TMS Number
(POND) HOA	68,770 sq. ft., 1.58 acres	561-00-00-067
Welks Way – 20' Private Right of Way		561-00-00-667
Sandy Pearl Way – 50' Private Right of Way		561-00-00-667

ALSO DESCRIBED AS:

ALL THOSE CERTAIN pieces, parcels, and tracts of land identified as Lots 1-18, inclusive, in the Ballam Oaks Community as identified on a plat entitled "Final Subdivision Plat John Ballam Subdivision Charleston County TMS 561-00-00-055,

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

> -058, -059, & -067, Property of Dan Ryan Builders South Carolina, LLC, Located in Christ Church Parish, Charleston County, South Carolina" prepared by Christopher R. Elmer, SCPLS No. 30759 of Tim Elber RLS, LLC dated January 23, 2024, and recorded in the Charleston County Register of Deeds Office in Plat Book L24 at Page 0039. Said parcels of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.[29]

As stated above, DRB acquired the property which is now the Development by reference to Plat recorded in the Official Records in Plat Book BV at Page 82, a copy of which is attached hereto as **Exhibit 54**. This plat reflects the Road as a public road. *Id.*

DRB acquired the property which is now the Development from Ballam Rd LLC in July 2021. **Exhibit 50**. Prior to that, Ballam Rd LLC acquired a portion of the property which is now the Development from American Star Development SC, LLC ("American Star"), by deed dated May 8, 2017, recorded in the Official Records on May 10, 2017. *See, e.g.*, **Exhibit 55**, Deed recorded in Book 0636 at Page 765. American Star acquired this portion of the property from Floride Juanita Boyd and Joan M. Ermer, CoPersonal (sic) Representatives of the Estate of Floride McManus by deed dated September 23, 2015, recorded in the Official Records on September 25, 2015, in Book 0506 at Page 989. **Exhibit 56**. Within the Probate Court file for Floride McManus are numerous documents in which Floride Juanita Boyd (the Co-Personal Representative) is

[29] **Exhibit 50**, Limited Warranty Deed of Ballam Rd LLC to Dan Ryan Builders South Carolina, LLC dated July 19, 2021, recorded in the Official Records on August 6, 2021 in Book 1021 at Page 015; **Exhibit 51**, Affidavit of Name Change Pursuant to S.C. Code § 33-4-104 dated June 2, 2022, recorded in the Official Records on June 9, 2022 in Book 1115 at Page 899; **Exhibit 52**, Quit Claim deed by DRB Group South Carolina, LLC to Ballam Oaks Property Owners Association, Inc. dated July 29, 2024, recorded in the Official Records on August 21, 2024 in Book 1262 at Page 917; **Exhibit 53**, Final Subdivision Plat John Ballam Subdivision Charleston County TMS 561-00-00-055, -058, -059, & -067, Property of Dan Ryan Builders South Carolina, LLC, Located in Christ Church Parish, Charleston County, South Carolina" prepared by Christopher R. Elmer, SCPLS No. 30759 of Tim Elber RLS, LLC dated January 23, 2024, and recorded in the Charleston County Register of Deeds Office in Plat Book L24 at Page 0039 (the "Subdivision Plat").

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

indicated as having an address of **2265 John Ballam Rd., Mt. Pleasant, SC 29466**. *See* **Exhibit 57**.

Ballam Rd LLC acquired another portion of the property which is now the Development directly from Floride Juanita Boyd and William Ray Boyd, by deed dated February 6, 2019, recorded in the Official Records on February 6, 2019, in Book 0776 at Page 337 (the "Boyd Deed"). **Exhibit 58**. As identified in the Boyd Deed, the property conveyed "presently bears Charleston County TMS #561-00-00-067 and **commonly known as 2265 John Ballam Road, Mount Pleasant, SC 29466**." *Id.* (Emphasis added).

Once the property was acquired, Ballam Rd LLC and DRB began the extensive process of actually developing the property. They acquired easements necessary for sewer and water, entered into agreements for Underground Electric Service to A Residential Subdivision, agreements to provide gas lines to the Development, and undertook the process of subdividing the land into individual lots,[30] all in reliance on the Road being a public road providing access to the

[30] *See, e.g.*, collective **Exhibit 59**, Berkeley Electric Cooperative, Inc. Agreement for Underground Electric Service to a Residential Subdivision, recorded in the Official Records on July 18, 2019 in Book 0809 at Page 116; Right of Way Easement recorded in the Official Records on July 18, 2019 in Book 0809 at Page 079; Sewer Easement Agreement recorded in the Official Records on September 27, 2019 in Book 0825 at Page 219; Easement Agreement and Non-Exclusive Assignment of Rights, recorded in the Official Records on July 16, 2021 in Book 1014 at Page 702; Assignment Agreement, recorded in the Official Records on August 6, 2021 in Book 1021 at Page 020; Assignment of Easement Agreement, recorded in the Official Records on July 14, 2023 in Book 1191 at Page 179; Easement #903740 (granting Dominion Energy an easement for gas lines), recorded in the Official Records on February 23, 2023 in Book 1164 at Page 913; Title to Water and Wastewater Systems and Grants of Easement, recorded in the Official Records on September 28, 2023 in Book 1205 at Page 566; Grant of Perpetual Easement, recorded in the Official Records on July 11, 2024 in Book 1256 at Page 274; "Final Subdivision Plat John Ballam Subdivision Charleston County TMS 561-00-00-055, -058, -059, & -067, Property of Dan Ryan Buildings South Carolina, LLC, Located In Christ Church Parish, Charleston County, South Carolina" prepared by Christopher R. Elmer, SCPLS No. 30759 of Tim Elmer RLS, LLC dated July 8, 2022 revised December 19, 2023, and recorded in the Charleston County Register of Deeds Office in Plat Cabinet L23, Page 0483 on December 22, 2023; *see also* **Exhibit 53**, Subdivision Plat (collectively, the "Development Easements and Surveys").

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Development. DRB 30(b)(6) Depo. Trans. at 10:14-17.[31] DRB and Ballam Rd LLC also undertook construction of sewer and water, and roads and ponds for the stormwater within the Development, all at vast expense. *See,* **Exhibit 53.** They acquired encroachment permits from the County and Town. **Exhibit 61**, County (Ballam) 0070; **Exhibit 62**, County (Ballam) 0076 ("Road Encroachment Permit). One of these encroachment permits was specifically for the Road, with the description of work as "Installation of one new curb cut for a new County roadway serving a residential subdivision in Charleston County." *Id.* They also obtained permits from South Carolina Department of Health and Environmental Control for stormwater discharge. **Exhibit 63**, County (Ballam) 0100.

STANDARD OF REVIEW

"A party against whom a claim… is asserted or a declaratory judgment is sought, may, at any time, move, with or without supporting affidavits for a summary judgment in his favor as to all or any part thereof. Rule 56(b), S.C. Rule Civ. Proc. "The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), S.C. Rule Civ. Proc.

"In determining whether any triable issue of fact exists, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the non-moving party." *Isaac v. Onions*, No. 2023-001462, 2025 WL 1174537, at *3 (S.C. Apr. 23, 2025). "To survive summary judgment, it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." *Id.* (internal quotation omitted). "When opposing

[31] Excerpts of the Deposition of DRB Group—through its designated representative, Mike Boyle ("DRB Depo. Trans."), are attached hereto as **Exhibit 60**.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

a summary judgment motion, the nonmoving party must do more than simply show that there is a metaphysical doubt as to the material facts but must come forward with ***specific facts*** showing that there is a genuine issue for trial." *Dunes W. Golf Club, LLC v. Town of Mount Pleasant*, 401 S.C. 280, 293, 737 S.E.2d 601, 608 (2013) (internal quotations omitted) (emphasis added); *see also Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463, 892 S.E.2d 291, 301 (2023) (eliminating the "mere scintilla" standard and holding the proper standard is the "genuine issue of material fact" standard set forth in Rule 56(c)). The non-moving party "may not rest upon mere allegations or denials, but must respond with ***specific facts*** showing a genuine issue." *Dunes W. Golf*, at 293, 737 S.E.2d at 608 (emphasis added).

ARGUMENT

I. The Statute of Limitations Bars Plaintiffs' Claims.

Plaintiffs failed to bring an action within the relevant statute of limitations, barring their claims.

The "purpose of a statute of limitations is to relieve the courts of the burden of trying stale claims when a plaintiff has slept on his rights." *Logan v. Cherokee Landscaping & Grading Co.*, 389 S.C. 611, 618, 698 S.E.2d 879, 883 (Ct. App. 2010) (internal quotations omitted). "Another purpose of the statute of limitation is to protect potential defendants from protracted fear of litigation." *Id.* "Statutes of limitations are not simply technicalities." *Stokes-Craven Holding Corp. v. Robinson*, 416 S.C. 517, 526, 787 S.E.2d 485, 490 (2016). "On the contrary, they have long been respected as fundamental to a well-ordered judicial system. Statutes of limitations embody important public policy concerns as they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs." *Id.* (internal quotations and citations omitted). "Statutes of limitations are, indeed, fundamental to our judicial system." *Id.*

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

"No action for the recovery of real property or for the recovery of the possession of real property may be maintained unless it appears that the plaintiff, his ancestor, predecessor, or grantor, was seized or possessed of the premises in question within ten years before the commencement of the action." S.C. Code. Ann. § 15-3-340. "Possession is presumed to follow the legal title to land. *Butler v. Lindsey*, 293 S.C. 466, 470, 361 S.E.2d 621, 623 (Ct. App. 1987). "Acts of ownership of open land need only be exercised in a way consistent with the use to which the land may be put and which the situation of the property permits without actual residency or occupancy." *Id.* at 471. To satisfy the statute of limitations, the latest date on which Plaintiffs must have been seized or possessed of the Road was June 6, 2014 (ten years prior to filing the Complaint against DRB) under S.C. Code 15-3-340.[32]

Alternatively, to the extent that Plaintiffs claim that this is an action for forgery, the three-year statute of limitations contained in S.C. Code § 15-3-530(7) applies. *See, McKinnon v. Summers*, 224 S.C. 331, 336, 79 S.E.2d 146, 148 (1953) (holding that where the gravamen of the cause of action stated in the complaint was cancellation of deeds on the ground of forgery, the statute of limitations governing the action is the one for relief on the ground of fraud). "Any action for relief on the ground of fraud in cases which prior to the adoption of the Code of Civil Procedure in 1870 were solely cognizable by the court of chancery, the cause of action in the case not considered to have accrued until the discovery by the aggrieved party of the facts constituting the fraud" is three years. S.C. Code § 15-3-530(7). "According to the discovery rule, the statute of limitations begins to run when a cause of action reasonably ought to have been discovered. The

[32] The Amended Complaint does not relate back to the original filing, as respects DRB under Rule 15(c) of the South Carolian Rules of Civil Procedure. There is no evidence that DRB received notice of the institution of the action or that there was any mistake in identity of a party to the original suit. Both the County and Town were original defendants, and continue to be defendants now.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

statute runs from the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct." *Dean v. Ruscon Corp.* 321 S.C. 360, 363, 468 S.E.2d 645, 647 (1996). "We have interpreted the exercise of reasonable diligence to mean that the injured party must act with some promptness where the facts and circumstances of an injury place a reasonable person of common knowledge and experience on *notice* that a claim against another party might exist." *Id.* (emphasis in original). "Moreover the fact that the injured party may not comprehend the full extent of the damage is immaterial." *Id*. "The date on which discovery should have been made is an objective, not subjective, question." *McAlhany v. Carter*, 415 S.C. 54, 63, 781 S.E.2d 105, 110 (Ct. App. 2015).

As Pennington testified, he would not be able to change the '86 Plat because "there's statutes of limitations and things" and "You're saying you want me to change this. I'm saying why change something that's 35 years old. I mean, its not, you know." Pennington Depo. Trans. at 98:11-99:14.

As referenced below, neither Plaintiffs, their predecessors in title nor their ancestors have been seized or possessed of the Road for a period of well over ten years. Henry Bailem, Rebecca Jefferson, and Estelle Capers dedicated the Road to the public in 1986. **Exhibit 4**. They deeded title to the lots to members of the Bailem family in 1987 and 1988. **Exhibits 5, 16, 24, 26, & 28**. Thereafter, the County expressly accepted the Road in 1994.[33] **Exhibits 40, 41, 42**. This alone was sufficient to trigger the beginning of the ten-year statute of limitations, which would have run in 2004, twenty (20) years before filing of this action against DRB on June 6, 2024. However, even

[33] The County changed the tax maps for the Road in 1986, which is also an implied acceptance of the Road. Accordingly, the Court should also consider that the Plaintiffs' statute of limitations likely ran in 1996, almost three decades before they brought this lawsuit.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

if the Court were to consider other dates for divestment, each and every date is barred by the statute of limitations:

Date	**Action**	**Expiration of Statute of Limitations**	**Exhibit**
April 11, 1995	Town's Annexation of the Road	April 11, 2005	43[34, 35]
March 11, 1996	Approval of CTC Funds for improvement of the Road	March 11, 2006	44
1998	Improvement of the Road using County Funds	2008	45, 46, 47
March 28, 2002	Paving of the Road using CTC funds	March 28, 2012	44, 48

As shown above, each of the dates on which Plaintiffs' ten-year statute of limitations expired was over a decade ago. It is important to note that this is, after all, a Road. As H. Bailem testified, it is a road, and little, if any, maintenance is necessary. The Court should dismiss this action.

Moreover, Plaintiffs' claims are also barred by the three-year statute of limitations, even considering the discovery rule. No plaintiff did *anything* when they learned of the '86 Plat, despite it being well in excess of three years prior to June 6, 2024. While some members of the family were aware that the road was paved, they simply were not interested in resolving any issues at that time. S. Bailem Depo. Trans. at 10:6-8. Even after the Development started going in, many in the family did nothing—they didn't talk to the Town, the County, or anyone at all. *Id.* at 10:21-25; *Id.* at 12:4-12; Coakley Depo. Trans. at 10:12-20. Others did nothing to try to stop the development.

[34] A document, which is actually signed by multiple Plaintiffs, or their predecessors in title.

[35] Plaintiffs admit in their Amended Complaint that the Road was annexed into the Town on April 11, 1995. Am. Compl. ¶ 38. Plaintiffs are bound by this admission.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

H. Bailem Depo. Trans. at 45:6-21. Moreover, as M. Bailem testified, the Bailem family, including all Plaintiffs, held family meetings to discuss issues related to whether the Road is public or private. M. Bailem Depo. Trans. at 20:25-22:11. As M. Bailem testified, the family started looking for a lawyer "as soon as [they] realized what was going on when they said it was a public road" which was in the 1990s. *Id.* at 23:6-24:6. This testimony reveals that their statute of limitations expired, even assuming it was the late '90s (which it wasn't) in 2002, barring their claims.

Plaintiffs, or their predecessors in title signed easements in January 1997 which made specific reference to the Road being a public road. **Exhibit 28**, at P. 27-36; **Exhibit 16**, at P. 19-23; **Exhibit 24**, at P. 13-17; **Exhibit 26,** at P. 9-13; **Exhibit 5**, at P. 10-14 (the "Easements"). The Easements, which Plaintiffs, or their predecessors in title, signed describe the easement granted by reference to a plat which, within its title, references various roads, some of which are indicated as private, but specifically states "John Ballam Road Public 50' Right-Of-Way." *Id.* (emphasis added). At this point, they knew or should have known that the Road was considered public. They knew or should have known that the public considered the Road a public road. The Easements were granted to the Commissioners of Public Works of the Town. Plaintiffs knew, or should have known, that the Town considered the Road a public road. They signed Easements to the Town which specifically stated the Road was public. Plaintiffs cannot claim ignorance-- they signed the Easements. They are charged with notice of their contents. *Regions Bank v. Schmauch*, 354 S.C. 648, 663, 582 S.E.2d 432, 440 (Ct. App. 2003). Plaintiffs' statute of limitations ran three years later in January, 2000, more than twenty years ago and more than twenty years prior to instituting this suit.

Even Plaintiffs' own correspondence makes clear that their three-year statute of limitations has expired. **Exhibit 17**, January 3, 2017, Letter from D. Jefferson to property owners; D. Jefferson

Depo. Trans. at 35:19-36:14. Jefferson made clear to the owners of Lots 1-5 "Our rights to ownership of John Ballam Rd is being challenged and we are requesting the service of an attorney to help protect our rights." Still, no lawsuit was filed until February 23, 2023, over six years later, and DRB was not added until June 6, 2024, over seven years later. Even if the Court were to consider this late date, Plaintiffs' statute of limitations ran on January 3, 2020.

There is no genuine issue of material fact that the statute of limitations has expired. Plaintiffs have slept on their rights. This court should not undertake the burden of trying such a stale claim. ***Logan, supra.*** Moreover, this reflects the important public policy concerns to stimulate activity, punish negligence, and promote repose by giving security to human affairs. Plaintiffs waited decades to file a lawsuit, allowing the public, and DRB to rely on publicly recorded documents. If Plaintiffs had brought suit even within three years of January 3, 2017 (January 3, 2020), DRB would not be in the position of holding an asset with access being questioned.

Accordingly, the Court should dismiss Plaintiffs' claims based on the statute of limitations and find that the Road is a public road.

II. Plaintiffs' Claims are Barred Based on Equitable Defenses.

A. Equitable Maxims Should Guide This Court's Decision.

"Equitable maxims are not binding legal precent but represent notice and concepts of equity in various situations." *Regions Bank v. Wingard Properties, Inc.*, 394 S.C. 241, 249, 715 S.E.2d 348, 352 (Ct. App. 2011). Among those maxims are "equity regards as done that which ought to have been done;… equity abhors a forfeiture; equity follows the law; and one who seeks equity must do equity." *Id.* at 250, 715 S.E.2d at 352-3. "Courts have the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible." *Id.* at 252, 715 S.E.2d at 354. The Court has the power in equity to deny or delay forfeiture when fairness

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

demands. *Id.* at 256, 715 S.E. at 356. "A court of equity should scrutinize the conduct of the plaintiff with the utmost care, to ascertain he has done everything which out to have been done to secure the action requested." *Id.* at 254.

In this case, it is readily apparent that DRB acquired the Development in reliance on the Road being public. DRB Depo. Trans. at 10:14-17. The entirety of the public records reflect that the Road is, indeed, a public road. In equity, the Court should regard that the Road is, in fact, public—that which ought to have been done (and, in fact, was by the dedication and acceptance). Furthermore, because equity abhors a forfeiture, any finding other than that the Road provides access, by way of the public right-of-way, would result in DRB forfeiting nearly its entire investment of over $3.5 Million Dollars, based solely on the purchase price of the Development.[36]

As discussed throughout, the Road was, in fact, publicly dedicated, accepted, improved, and paved. Additionally, Plaintiffs' claims are barred by the applicable statutes of limitations. Thus, in order for this Court to follow the equitable maxim that equity follows the law, the Court should find that the Road is both publicly dedicated and accepted, and that Plaintiffs' claims are barred by the equitable doctrines of laches and acquiescence.

Finally, the Court should recognize that Plaintiffs have not acted equitably in this matter. Plaintiffs complain that Defendants have seized land that had been in their family for years. However, it was the Plaintiffs' ancestors' own actions in signing the '86 Plat, and Plaintiffs' failures to take prompt action which has led the parties to this point. Had Plaintiffs taken prompt action, the issue of whether the Road was public or private would have been adjudicated decades ago, before DRB acquired the Development and spent millions of dollars in furtherance of it.

[36] Many more millions were spent by DRB in construction of the Development. However, the purchase price alone suffices for these purposes. DRB reserves the right to present additional evidence at trial, should this Motion be denied, or at a subsequent trial on non-bifurcated issues.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

B. Plaintiffs Waited an Unreasonable Length of Time to Bring this Action to the Prejudice of DRB, and are Thus Barred by the Doctrine of Laches.

"Laches is an equitable doctrine defined as neglect for an unreasonable and unexplained length of time, under the circumstances affording opportunity for diligence, to do what in law should have been done." *Strickland v. Strickland*, 375 S.C. 76, 83, 650 S.E.2d 465, 469 (2007). "In order to establish laches as a defense, a defendant must show that the complaining party unreasonably delayed in its assertion of a right, resulting in prejudice to the defendant." *Id.* "Laches is an equitable doctrine which arises upon the failure to assert a known right." *Id.* at 85, 650 S.E.2d at 670. "Under the doctrine of laches, if a party, knowing his rights does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally changes his position, then equity will ordinarily refuse to enforce those rights." *Emery v. Smith*, 361 S.C. 207, 215, 603 S.E.2d 598, 602 (2004). "The party seeking to establish laches must show (1) delay, (2) unreasonable delay, and (3) prejudice." *Id.*

The facts in *Robinson v. Estate of Harris*, are remarkably similar. 388 S.C. 645, 698 S.E.2d 229 (2010). In *Robinson*, certain heirs brought a quite title action claiming that deeds and a previous quiet title action were procured by fraud. "In their Complaint, Petitioners sought to establish their legitimate relationship as lineal descendants and heirs of Simeon B. Pinckney." *Id.* at 650, 698 S.E.2d at 232. "In support of these claims, Petitioners alleged the 1946 deeds and 1966 action to quiet title were fraudulent and were undertaken without consideration for the rights or interest of Petitioners and other heirs." *Id.* The Court held that the Petitioners were barred by the doctrine of laches, reasoning that the Petitioners waited thirty-nine years to challenge the prior quiet title action, and that while Petitioners claimed not to have knowledge of that action, their own affidavits discounted that claim. *Id.* at 657, 698 S.E.2d at 236. The Court further relied on the fact that the documents granting title to the defendants (deeds and the quiet title action) were

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

"publicly-recorded and documented" thus "it was an unreasonable length of time for Petitioners to delay in instituting" the action. *Id.* The Court went on to state that "Respondent would be undoubtedly prejudiced if Petitioner's claim is not barred by laches given she purchased her lot for significant consideration and has been in possession of it since 2001." *Id.*

The '86 Plat was prepared, signed, approved and recorded nearly forty years ago in 1986. Plaintiffs were well aware of its existence yet did nothing. As M. Bailem testified, they knew in the 1990s. M. Bailem Depo. Trans. at 23:6-24:6. They also knew the Development was being constructed in 2019, yet did nothing. They allowed DRB, and its predecessors, to expend large sums of money in reliance on the Road being public. Yet, Plaintiffs failed to file suit. This greatly prejudiced DRB, as it continued construction and development, expended over $3.5 million, and now, cannot sell any homes because of Plaintiffs' allegations. The Court should find that Plaintiffs' claims are barred by the doctrine of laches.

C. Plaintiffs Stood by While the Road was Paved and the Development was Constructed using the Road, Making No Objection, Barring Their Claims Under the Doctrine of Acquiescence.

Acquiescence has been characterized as follows:

> If a party stands by, and sees another dealing with property in a manner inconsistent with his rights, and make no objection, he cannot afterwards have relief. His silence permits or encourages others to part with their money or property, and he cannot complain that his interests are affected. His silence is acquiescence and it estops him.

Coker v. Cummings, 381 S.C. 45, 53, 671 S.E.2d 383, 388 (Ct. App. 2008). "Acquiescence can be established even if the period of time is very short." *Id.*

In this case, Plaintiffs saw the road being improved and paved. This was inconsistent with their alleged rights. They did nothing, other than allegedly speak with County officials. They did

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

not seek to have the '86 Plat changed. They did not file a lawsuit, likely because they benefited from the paving of the Road using CTC funds.

Moreover, the Plaintiffs did not file suit when the Development was under initial construction. They waited until the Development was nearly complete to add DRB to this lawsuit. They sat on their hands. This encouraged DRB, and others, to part with their money in reliance on the Road being public. Their claims, thirty years later, are now barred by the doctrine of acquiescence. Plaintiffs' may claim that the blocking of the road demonstrated an attempt to take action. However, this illegal action, which was resolved within a short period of time by the Town removing the barriers, did nothing to further their rights.

III. The Road has been Validly Dedicated and Accepted, and Is a Public Right-Of-Way.

The Bailem family expressly dedicated the Road to the public pursuant to the '86 Plat. "The determination of whether a roadway has been dedicated to the public is an action in equity." *Town of Kingstree v. Chapman*, 405 S.C. 282, 301, 747 S.E.2d 494, 504 (Ct. App. 2013).

Dedication requires two elements: (1) the property owner must positively and unmistakenly express the intent to dedicate his property to public use and (2) there must be express or implied public acceptance of the property made within a reasonable time. *Id.* at302, 747 S.E.2d at 504. The burden of proof rests with the party claiming it. *Id*.

A. The Bailem Family Expressly Dedicated the Road to the Public.

The Bailem family dedicated the Road to the public through an express written and signed statement that was witnessed by another family member, creating no genuine dispute of material fact as to the Road's dedication. A party may expressly dedicate their land through an act or declaration that fully demonstrates his intention to give his land to the public. *Town of Kingstree v. Chapman*, 405 S.C. 282, 302, 747 S.E.2d 494, 504 (Ct. App. 2013). Express dedication may be

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

provided in writing or orally. *See Shia v. Pendergrass*, 222 S.C. 342, 347, 72 S.E.2d 699, 701 (1952). Where there is no express dedication, actions and conduct where the dedicator clearly and convincingly indicates his intention to create a public right to use the property in question are sufficient to create an implied dedication. *Town of Kingstree* at 302, 747 S.E.2d at 504. A recorded plat may be sufficient to disclose a landowner's intent to dedicate property to public use where the owner subdivides and plats land into lots and streets and conveys the lots with reference to the plat, absent any evidence of the contrary intent. *Van Blarcum v. City of N. Myrtle Beach*, 337 S.C. 446, 450-51, 523 S.E.2d 486, 488 (Ct. App. 1999).

Signatures purporting to be fraudulent must be proved and cannot be presumed or implied. *Able v. Equitable Life Assur. Soc. of U.S.*, 186 S.C. 381, 195 S.E. 652, 655 (1938). Moreover,

> Public interest require that commercial transactions be safeguarded, negligence discouraged, and the opportunity for and temptation to perjury minimized by attaching to a written [document] a certain conclusive force or artificial sanctity as the memorial of the transaction it purports to evidence. As an outgrowth of [this] policy, we have the two familiar general rules: (1) That a written contract cannot be varied by parol or extrinsic evidence, and (2) that one cannot avoid a written contract into which he has entered on the ground that he did not attend to its terms, that he did not read the document which he signed, that he supposed it was different in its terms, or that it was a mere form. The latter rule obviously rests upon the basic premise that it is a duty owed by every contracting party to the other party and to the public to learn and know the contents of a written contract before he signs and delivers it.

Id. at 656-7; *Schmauch*, 354 S.C. at 663, 582 S.E.2d at 440 ("A person who signs a contract or other written document cannot avoid the effect of the document by claiming he did not read it. A person signing a document is responsible for reading the document and making sure of its contents. Every contracting party owes a duty to the other party to the contract and to the public to learn the contents of a document before he signs it. One who signs a written instrument has the duty to exercise reasonable care to protect himself.") (internal citations omitted).

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

The Bailem family dedicated the Road expressly through the ’86 Plat. **Exhibit 4**, ’86 Plat. The ’86 Plat subdivided the Bailem family estate into five lots with “John Ballam Road 50’ R/W” adjacent to the south side of each of the lots and contains an express dedication signed by Henry Bailem, Rebecca Jefferson, and Estelle Capers: “WE HEREBY DEDICATE THIS 50’ ROAD RIGHT OF WAY FOR THE USE OF THE PUBLIC FOREVER.” *Id*. Plaintiff Simmons witnessed Henry Bailem, Rebecca Jefferson, and Estelle Capers sign the ’86 Plat. Simmons Dep. Trans. at 7:16-8:9. She confirmed that they signed the ’86 Plat, which was shown to her in her deposition as **Exhibit 4**. M. Jefferson also confirmed that Rebecca Jefferson’s signature is authentic. M. Jefferson Depo. Trans. at 11:5-15.

Despite a clear and express dedication to the public and the witnessed signing of the ’86 Plat by the then land-owners, the Plaintiffs content that the ‘86 Plat was “wrong” and that it was “erroneously recorded,” alleging that Rebecca Jefferson “couldn’t have signed [the plat] because she was blind;” that Estelle Capers “always signed her name Estelle Bailem Capers;”[37] and that Henry Bailem’s signature “don’t look like my daddy’s signature”. H. Bailem Dep. Trans. 26:15-27:15. H. Bailem then testified that the other reason those signatures were not authentic was because “On the dedication, it says to the public forever.” *Id.* at 27:17-18.

On the other hand, Plaintiff D. Jefferson alleges that the signatories on the ‘86 Plat signed a different plat instead, and that the surveyor “transferred” the signatures from that plat to the ‘86 Plat. D. Jefferson Depo. Trans. at 47:23-48:4, 49:9-15. She then implies that County Register of Deeds employees may have signed the ’86 Plat, before confirming that she did not see the

[37] This is directly contradicted by other documents in the record. *See* **Exhibit 24**, P. 2 (signing “Estelle B. Capers”); Am. Compl., Exhibit 1, Affidavit of Estelle Capers (signing “Estelle Capers). The only reasonable conclusion is that Ms. Capers signs her name the same way that is indicated on the document. This is a common experience, and one that is often required by the attorneys overseeing the execution of the documents.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

execution of the '86 Plat. *Id.* at 111:10-112:8. Plaintiffs' reasons for why the signatures are not accurate do no more than rest on allegations and denials rather than create a genuine dispute of material fact as they are unsupported by any additional evidence or first-hand, personal knowledge. D. Jefferson's testimony is inadmissible hearsay and pure speculation. Rule 801, S.C. Rule Evid.; D. Jefferson Depo. Trans. at 48:24-49:1 ("I asked him if he needed them to sign again. His response to me was he did not need to have them sign again."); *Id.* at 48:3-5 ("Q: Did he say how he was going to do that? A: Transfer them. I mean he didn't particularly tell me like I got this method."); Rules 403, 602, and 701 S.C. Rule Evid. Neither Pennington, nor any County employee had any incentive to sign the '86 Plat with the dedication. Pennington, a new surveyor at the time with a long career ahead of him, likely would have lost his license for allegedly transferring the signatures.

Instead, H. Bailem and D. Jefferson both admit that neither one of them was present at the time the '86 Plat was signed and that neither of them had any input or hand in the creation of the '86 Plat. H. Bailem Depo. Trans. at 34:15-22; D. Jefferson Depo. Trans. at 12:2-11, *Id.* at 29:18-24. Plaintiffs failed to produce another plat with Henry Bailem, Rebecca Jefferson, and Estelle Capers signatures that would have made this "signature transfer" feasible or to corroborate their contentions. The only other plat the Plaintiffs were able to provide does not contain any signatures[38] and has "VOID" written across the top. **Exhibit 64**, Bailem 0318 ("Draft Plat"). As

[38] Plaintiffs assert that there are signatures on this Plat; however, even if any exist (which they do not), they are so faint as to make the ability to "transfer" them impossible. Furthermore, this allegedly occurred in 1986 prior to sufficient technology to allow a transfer of signatures. And, the signatures are not something that could have been slip sheeted—they are *on the '86 Plat*, not a signature page.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Pennington testified, he could not see signatures on this Draft Plat.[39] Pennington Depo. Trans. at 20:5-21:21. He also testified that the Draft Plat was "something rough." *Id.* at 41:18-42:22.

Plaintiffs seem to imply that the family's intent was to dedicate the Road to the property owners. As an initial matter, what Plaintiffs,' or any other person's intent other than the then owners, was, is irrelevant to whether there was an express dedication. The only people whose intent is relevant to this matter are Henry Bailem, Rebecca Jefferson, and Estelle Capers, the then owners of the property.

While the '86 Plat is a plat and not a deed, it should be construed under similar circumstances. "The interpretation of a deed is an equitable matter." *Penza v. Pendleton Station, LLC*, 404 S.C. 198, 204, 743 S.E.2d 850, 853 (Ct. App. 2013). "The construction of a clear and unambiguous deed is a question of law for the court." *Id.* "The language in a deed is ambiguous if it is reasonably susceptible to more than one interpretation." *Id.* Moreover, because the '86 Plat is unambiguous, using extrinsic evidence to contradict the plain language of the deed is improper. *Id.* at 205, 743 S.E.2d at 853. Accordingly, any testimony or parol evidence, including the Draft Plat, should not be considered.

To the extent Plaintiffs imply that the '86 Plat was not what was submitted to the County for approval (or what was approved) prior to being recorded, Plaintiffs have no evidence to support this contention. The Subdivision Application bears application number 11829. **Exhibit 31**. The '86 Plat has "11829" written on it in not one, but two locations. **Exhibit 4**. The 10/7/26 Council Minutes make clear that what was approved was application number 11829. **Exhibit 33**; County Depo. Trans. at 15:5-10; *Id.* at 17:2-18:14; *Id.* at 59:16-60:3; *Id.* at 65:21-66:21; Pennington Depo

[39] This Draft Plat was marked as Exhibit 5 to Pennington's deposition. A clearer copy recently produced by Plaintiffs is attached hereto for the Court's convenience.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Trans. at 95:13-15; *Id.* at 96:10-14. Plaintiffs rely on unofficial correspondence in an attempt to discredit that which is obvious, the '86 Plat was approved by County Council, and recorded. Plaintiffs have not as much as presented *any evidence* that any plat other than the '86 Plat was *ever* presented to Council to be considered. There is no application showing a four (4) lot plat being presented, there are no council minutes reflecting approval, there is nothing.

The dedication on the '86 Plat is unambiguous, and expressly dedicates the Road to the public, forever. Henry Bailem, Rebecca Jefferson, and Estelle Capers signed the '86 Plat in the presence of Simmons. M. Jefferson confirmed the signature of his grandmother. No other witnesses were present when the '86 Plat was signed. The signatories to the '86 Plat are charged with knowledge of the document they signed—they owed a duty to the public, including DRB, to ensure that what they signed was accurate, and their heirs cannot now claim otherwise.

Plaintiffs can only dispute the issue of the signatures with speculation, conjectures, hearsay, and denials. They have not come forward with a single *genuine* issue of material fact to dispute the signatures. They have no specific facts that they claim are an issue for trial. The Road has been dedicated to the public, and accepted, as set forth below, entitling DRB to summary judgment.

B. Alternatively, the Road has been Impliedly Dedicated by Plaintiffs' Taking Title to Their Lots with Reference to the '86 Plat and Plaintiffs' Acquiescence in Public Use.

Even if the Court determines that the '86 Plat was not an express dedication of the Road to the public, the Road has been impliedly dedicated.

> No particular formality is necessary to effect a common law dedication. An intention to dedicate may be implied from the circumstances. Any act or declaration on the part of the dedicator which fully demonstrates his intention to appropriate his land to public use, or from which a reasonable inference of his intent to dedicate may be drawn, is sufficient.
>
> ***
>
> South Carolina law recognizes two types of implied dedication- one where the question of implied dedication arises from the sale of land with reference to maps

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

> or plats; the other when the dedication arise… from an abandonment to or acquiescence in public use.

Town of Kingstree, at 302, 747 S.E.2d at 504.

Plaintiffs took title to their respective lots by reference to the '86 Plat, thus dedicating the Road to the Public. "Where a deed describes land as is shown as a certain plat, such becomes a part of the deed. It is generally held that when the owner of land has it subdivided and platted into lots and streets and sells and conveys lots with reference to the plat, he thereby dedicates said streets to the use of such lot owners, their successors in title ***and the public***." *Carolina Land Co., Inc. v. Bland*, 265 S.C. 92, 105, 217 S.E.2d 16, 19 (1975) (emphasis added). "As between the owner, who has conveyed lots according to a plat, and his grantee or grantees, the dedication is complete when the conveyance is made, even though the street is not accepted by the public authorities. *Id.* at 106.

The Plaintiffs, in taking title to their respective lots, took by reference to the '86 Plat. **Exhibits 5, 16, 24, 26, 28.** Each and every deed for the five Bailem lots conveyed the land "shown on a plat by James G. Penington… recorded in Book BK, Page 135,[40] of the RMC Office for Charleston County... **subject to the easements as shown on said plat**." *Id.* (emphasis added). The Plat describes the Road as "John Ballam Road 50' R/W." **Exhibit 4**. It does not describe the Road as a 50' private easement.

The '86 Plat became part of the deed to each of the Plaintiffs, and their predecessors in title. *Carolina Land*, at 105, 217 S.E.2d at 19. These deeds were executed in the late 1980's, almost 40 years ago. **Exhibits 5, 16, 24, 26, 28.** The Road has therefore been dedicated to the public, even without the written dedication, since the first conveyance of one of the Lots. Even the deeds

[40] The '86 Plat.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

themselves make clear that the conveyance was subject to the dedication of the Road to the public by stating "subject to the easements as shown on said plat" and otherwise incorporating the '86 Plat in its entirety, including the dedication.

Even if the signatures were not effective (they were), this reaffirmed the signatories' intent to dedicate the Road to the public. Plaintiffs do not challenge the validity of the signatories to their deeds, who are the same individuals who signed the '86 Plat. Those signatories referenced the '86 Plat in the deeds to the lots, incorporating the entire plat (including the dedication) into those deeds.

Furthermore, evidence of the intent to dedicate the Road is found in the legal description of each lot—each lot states that it is butted and bounded by John Ballam Road. The Plaintiffs simply do not own the Road by the express terms of the deeds.

Even Plaintiffs have not acted as if the Road is theirs—they have acquiesced—or rather, instructed, in the public authorities' use. **Exhibit 14** (the "Work Order"). The Work Order states "Resident would like ditch cleaned out since it is now a Town Road." Work Order. D. Jefferson admitted in deposition that she made the request. D. Jefferson Depo. Trans. at 90:7-22. M. Bailem concedes that she believes the town had a duty to clean out the ditches within the Road right-of-way. M. Bailem Depo. Trans. at 27:4-18. Plaintiffs want the public authorities to provide services which are only available on public roads, yet claim (incorrectly) they own the Road. And, H. Bailem admitted, "Well, it's their road. What would we have to do?" H. Bailem Depo. Trans. at 39:14-17. He also admitted that he has done nothing to maintain the road. *Id.* at 39:8-21. Moreover, Plaintiffs admit that the Road was annexed into the Town in 1995. Am. Compl. ¶ 38. This admission displays that Plaintiffs know the Road is public.

Accordingly, even if the Court were to find that the dedication on the '86 Plat were somehow ineffective (it was effective), Henry Bailem, Rebecca Jefferson and Estelle Capers

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

incorporated the ’86 Plat into the deeds to Plaintiffs, or their predecessors in title. This alone is sufficient to dedicate the Road to the public. *Carolina Land, supra.* The fact that the dedication is on the ’86 Plat, which was then incorporated into the deeds, only amplifies the inevitable conclusion that the Road has been dedicated. And, Plaintiffs and their predecessors in title have acquiesced in public uses. Thus, even without the written, signed dedication on the ’86 Plat, the Road has been dedicated to the public.

C. The County Accepted the Bailem Family’s Dedication of the Road, Which Was Annexed into the Town, and Improved and Paved the Road using Public Funds.

The public and public authorities accepted the Bailem family’s dedication of the Road both expressly, and through their use, maintenance, and working of the road. Acceptance may be evidenced by either general public use or by act of the public authority made within a reasonable time. *Giles v. Parker*, 304 S.C. 69, 73, 403 S.E.2d 130, 132 (Ct. App. 1991); *Town of Kingstree* at 302, 747 S.E.2d at 504. What constitutes a reasonable time is determined by looking at the surrounding circumstances of a case, including the size of a town and its growth, and where it may be expanding. *Chafee v. City of Aiken*, 57 S.C. 507, 35 S.E. 800, 800 (1900). While mere approval of a plat is not by itself a sufficient form of acceptance, the use, repair, and working of streets by such public authorities are adequate acceptance. *Town of Kingstree* at 303, 747 S.E.2d at 504; *Tupper v. Dorchester County*, 326 S.C. 318, 327, 487 S.E.2d 187, 192 (1997). Whether any portion of the property was excluded from tax assessment is also a relevant inquiry into the acceptance of dedicated land. *Mack v. Edens*, 320 S.C. 236, 240, 464 S.E.2d 124, 126–27 (Ct. App. 1995); *Anderson v. Town of Hemingway* 269 S.C. 351, 237 S.E.2d 489 (1977).

The County expressly accepted the dedication of the Road in 1994. **Exhibit 19**. There is no evidence otherwise. While this express acceptance should be enough, both the County and Town maintained, used, and worked of the road. There is an over 20-year history of public work

from County and Town officials on the Road that are sufficient means of accepting a dedication, including, by not limited to, the following:

1. County tax maps were changed in 1986 to reflect that the Road was publicly dedicated, and Plaintiffs have paid no taxes on the Road since that time; **Exhibit 49**; County Depo. Trans. at 20:24-21:25.
2. In 1994, Charleston County approved the Road for construction and accepted it into the County's Road maintenance system. **Exhibit 19**.
3. In 1994, Charleston County drew up plans for the Road. H. Bailem Depo. Trans. at 75:11-15.
4. In 1995, the Road was annexed into the Town of Mount Pleasant. **Exhibit 43**, Annexation.
5. The Road received public garbage pickup from the time of its annexation. Am. Compl. ¶ 38; H. Bailem Depo. Trans. at 60:2-21.
6. From the time the Road was accepted into the County's road maintenance system in 1994 until the present, Town and County workers have maintained the drainage ditches on both sides of John Ballam Road. **Exhibit 14**; H. Bailem Depo. Trans. at 80:10-25, i***d.*** at 81:6-15; D. Jefferson Depo. Trans. at 90:23-91:14; ***id.*** at 93:19-20.
7. The County Paved the Road in 2002. **Exhibit 48**.
8. Public school buses have serviced John Ballam Road since at least August 2011. **Exhibit 10**; H. Bailem Depo. Trans. at 62:20-63:13.
9. Upon attempts by members of the Bailem family to block the Road, Town police removed blockades and gates. H. Bailem Depo. Trans. at 84:20-85:6.
10. The Town took Henry Bailem IV to court for failure to pay stormwater drainage fees. H. Bailem Depo. Trans. at 81:6-15.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

The publics use, maintenance, and working of the Road were consistent throughout the past four decades and show both the County and Town took ownership and control over the Road, creating no genuine dispute of material fact as to the public's acceptance of the Road for public use.

CONCLUSION

DRB is entitled to judgment as a matter of law. Plaintiffs have not produced a single piece of evidence, nor any testimony, which creates even a reasonable inference that the Road is not public, let alone have they come forward with specific facts showing that there is a genuine issue for trial.

The evidence in the record establishes that Plaintiffs' claims are barred by the statute of limitations, equitable defenses of laches and acquiescence, and that the Road was validly dedicated and accepted. There are no genuine issues of material fact for trial. The record is clear and DRB is entitled to judgment as a matter of law in its favor, finding that John Ballam Road is what it has been for nearly forty years, a public road.

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Respectfully submitted,

ADAMS AND REESE, L.L.P

s/ W. Taylor Stanley

W. Taylor Stanley, S.C. Bar 101377
1221 Main Street, Suite 1200
Columbia, South Carolina 29201
Telephone: 803-212-6518
Email: Taylor.Stanley@arlaw.com

-and-

SPERRY LAW, LLC
Paul E. Sperry
P.O. Box 14395
Charleston, South Carolina 29422

Attorneys for DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC

May 27, 2025
Columbia, South Carolina

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 4

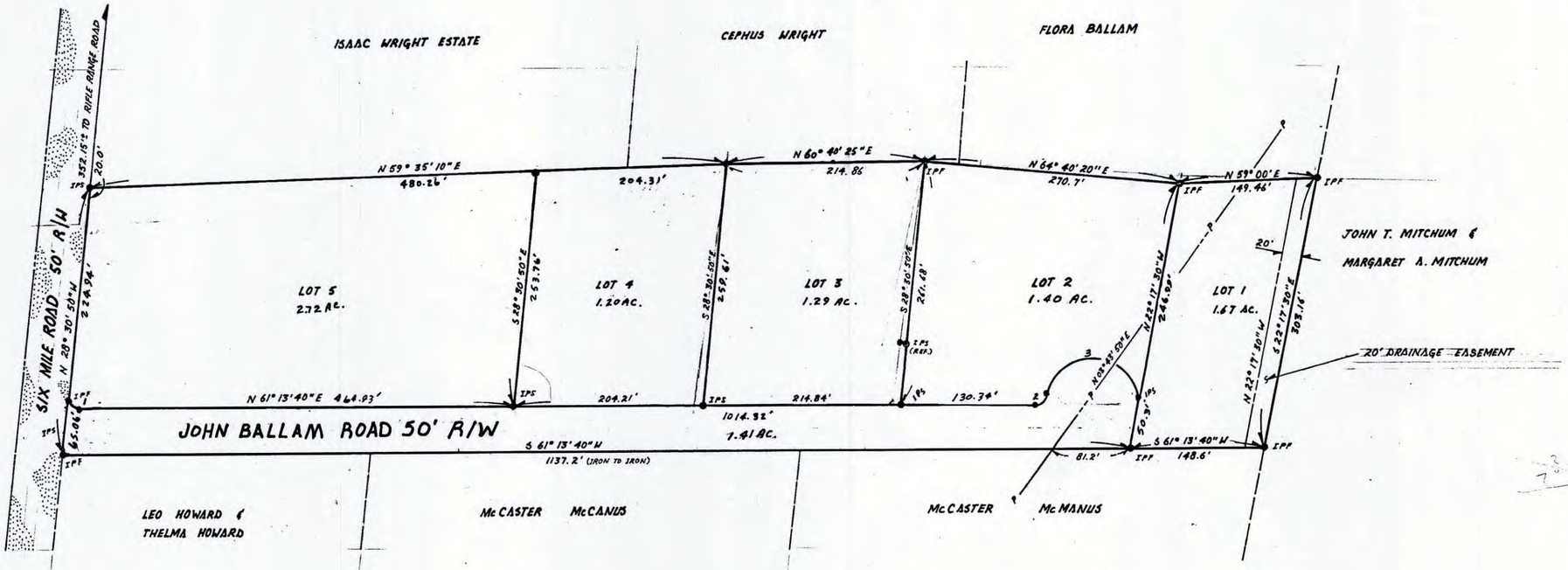
BK T 158 PG 326

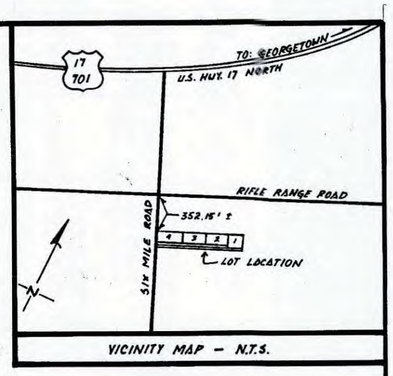
Charleston, South Carolina
Office of Register Mesne Conveyance

Plat recorded this 24 day of OCT 1986 at 10:17 o'clock in Plat Book BK Page 135, and tracing cloth copy filed in File 2 Drawer 3 Folder 45, Drawing No. 14 Original plat (a white print) delivered to Chas. Co. Planning Board

Robert N. King
Register Mesne Conveyance

DEFENDANT'S DEPOSITION EXHIBIT 4





CURVE DATA

1. Δ = 90° 15' 30"
   R = 15.0'
   L = 23.63'
   T = 15.07'
   CD = 21.26'
   CD BRG = N 73° 39' 05" W
2. Δ = 76° 39' 27"
   R = 15.0'
   L = 20.08'
   T = 11.86'
   CD = 18.6'
   CD BRG = N 22° 53' 55" E
3. Δ = 166° 43' 40"
   R = 50.0'
   L = 145.50'
   T = 429.76'
   CD = 99.33'
   CD BRG = N 67° 53' 56" E

THESE LOTS 1 – 5 MEET HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM ONLY.

This approval in no way obligates the County of Charleston to maintain this right-of-way until it has been constructed to County standards.

APPROVED FINAL PLAT
Evelyn K. Bonham
CHAIRMAN, CHARLESTON COUNTY COUNCIL
David H. Knauff
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD
DATE OCT 7, 1986
#11829

PLAT
OF LANDS OF
JOHN BALLAM ESTATE
LOCATED
LIBERTY HILL AREA OF CHRIST CHURCH PARISH
CHARLESTON COUNTY, SOUTH CAROLINA
DATE: 7-23-'86 SCALE: 1" = 100'

100 50 0 100 200

I, JAMES G. PENINGTON, A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON, THAT THIS PLAT REPRESENTS THE TRUE DIMENSIONS OF THE PROPERTY, THE NECESSARY MARKERS HAVE BEEN INSTALLED & THE PRECISION IS 1:10,000

James G. Penington
JAMES G. PENINGTON, R.L.S. NO. 10291
SAMPLE ENGINEERING INC., P.O. Box 31817
CHARLESTON, S.C. 29417 571-5191

SOUTH CAROLINA REGISTERED LAND SURVEYOR 10291 JAMES G. PENINGTON

DEDICATION:

"WE HEREBY DEDICATE THIS 50' ROAD RIGHT OF WAY FOR THE USE OF THE PUBLIC FOREVER. WE HEREBY DEDICATE THIS 20' DRAINAGE EASEMENT TO THE USE OF THE PUBLIC FOREVER. THE APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT THE EASEMENT FOR MAINTENANCE OR CONSTRUCTION."

Henry Ballam
HENRY BALLAM

719.69 = 321.17

Rebecca Jefferson
REBECCA JEFFERSON

Estelle Capers
ESTELLE CAPERS

NOTES:

1. REFERENCE T.M.S. NO. 661-00-00-60
2. REFERENCE PLAT BOOK U PAGE 47
3. TOTAL ACREAGE FOR LOTS 1 THRU 4 : 8.96 Ac.
4. IRONS SET AT ALL CORNERS

CERTIFIED TRUE COPY
KAREN HOLLINGS
REGISTER OF DEEDS
CHARLESTON COUNTY, SC
Date April 14, 2025
By Karen Hollings

Exhibit 5

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BK X237P643

STATE OF SOUTH CAROLINA	)	QUIT-DEED
	)	TITLE TO REAL ESTATE
COUNTY OF CHARLESTON	)	(See attached Recital)

KNOW ALL MEN BY THESE PRESENTS, THAT I, JAMES D. JOHNSON, JR., of the State aforesaid, for and in consideration of the sum of Five Dollars ($5.00), love and affection for my grandson, HENRY BAILEM, IV, to me in hand paid at and before the sealing of these presents by HENRY BAILEM, IV, in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said HENRY BAILEM, IV, his heirs and assigns forever, the following described property, to-wit:

ALL that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penington, P.E., and L.S., entitled "Plat of Lands of John Ballam Estate located in the Liberty Hill area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County.

Said property containing approximately 2.72 acres of land as shown as Lot 5 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the northwest on lands of Cephus Wright, to the northeast on Lot 2, to the southeast on John Ballum Road, and to the southwest on Lot 4.

GRANTEE'S ADDRESS: 1420 Six Mile Road
Mt. Pleasant, SC 29464

TMS#: 561-00-00-060

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

Cit. real. est.

PENGAD 800-631-6989 DEFENDANT'S DEPOSITION EXHIBIT 5

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **HENRY BAILEM, IV**, his heirs and assigns, forever.

AND I do hereby bind myself and my heirs, assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said **HENRY BAILEM, IV**, his heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

WITNESS my Hand and Seal this 20th day of January, in the year of our Lord one thousand nine hundred ninety-four and in the two hundred and seventeenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cheryl S Hoover

Teresa H Daniels

James D. Johnson Jr.
JAMES D. JOHNSON, JR.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named JAMES D. JOHNSON, JR., sign, seal and as his act and deed, deliver the within Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Cheryl S Hoover

SWORN TO BEFORE ME THIS
20th day of January, 1994.

Teresa H Daniels
Notary Public for South Carolina
My Commission Expires: 3/17/96

Ltr. Real. Est.

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BK [illegible]

[illegible]
ATTORNEY AT LAW
[illegible]
CHARLESTON, SC [illegible]

RECITAL

WHEREAS, John Ballaam, also known as JOHN BAILEM, died seized and possessed of the below described property in 18____; and

WHEREAS, he was survived only by his son, Henry Ballaam, a/k/a Henry Bailem, who was born in 1885 and died intestate on or about September 25, 1970, seized and possessed of the above described property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters, Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate, leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle; and

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Bailem; who has since died on or about _____, and that she and John Ballaam a/k/a John Bailem left no issue surviving; and

WHEREAS, the aforementioned surviving heirs of John Ballaam a/k/a John Bailem now wish to convey all of their right, title and interest in and to the above described property to Henry Bailem,

IV.

G. Simms McDowell III

BK X237PG412

Q/Claim
10.00
A

LV/Simms

FILED

X237-408

94 JAN 21 PM 2:31

ROBERT N. KING
REGISTER
CHARLESTON COUNTY SC

TAXS VERIFIED
BAC 1700
DTD 1-24-94

Recorded this 21 day of Jan 1994
On Property Record Card

Auditor Charleston County

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

State of South Carolina. BK 173 853

WHEREAS, John Ballaam, also known as JOHN BAILEM, died seized and possessed of the below described property in 18____; and

WHEREAS, he was survived only by his son, Henry Ballaam a/k/a Henry Bailem, who was born in 1885 and died intestate on or about September 25, 1970, seized and possessed of the below described property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters, Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate, leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle; And

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Bailem; who has since died on or about _____, and that she and John Ballaam a/k/a John Bailem left no issue surviving; and

WHEREAS, the aforementioned surviving heirs of John Ballaam a/k/a John Bailem now wish to convey all of their right, title and interest in and to the below described property to HENRY BAILEM, ~~III~~ IV

KNOW ALL MEN BY THESE PRESENTS, THAT EBC HB

HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and ESTELLE BAILEM CAPERS

in the State aforesaid for/and in consideration of the sum of

Five Dollars ($5.00) and love and affection----------DOLLARS,

to them in hand paid at and before the sealing of these presents by HB BC BC

HENRY BAILEM, ~~III~~ IV

in the State aforesaid the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and EBC

release unto the said HENRY BAILEM, ~~III~~ IV, his heirs and assigns forever the following described property, to-wit: HB

ALL that lot, piece, parcel of tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penninton, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill Area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County."

Said property containing approximately 2.72 acres of land and shown as Lot 5 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the north on lands now or formerly of Isaac Wright Estate, to the south on John Ballam Road, to the west on Six Mile Road, and to the east on Lot 4.

TMS #561-00-00-060
Grantee's address:
John Bailem Road
Mt. Pleasant, S.C. 29464

BKA 173-0854

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

HB EBC

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said HENRY BAILEM, ~~his~~ his

Heirs and Assigns forever.

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[illegible] Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said

Heirs and Assigns, against us and our Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals, this 26th day of January in the year of our Lord one thousand nine hundred and eighty-eight and in the two hundred and twelfth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Lois Smithers

Henry Bailem Jr. her mark (L. S.)
HENRY BAILEM, JR.

Rebecca Bailem Jefferson (L. S.)
REBECCA BAILEM JEFFERSON

Estelle Bailem Capers (L.S.)
ESTELLE BAILEM CAPERS

The State of South Carolina,

CHARLESTON County.

PERSONALLY appeared before me first witness and made oath that he/she saw the within named HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and ESTELLE BAILEM CAPERS sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with second witness witnessed the execution thereof.

SWORN to before me, this 26th day of January A.D. 1988

(SEAL)
Notary Public of South Carolina
My Commission Expires: 3-29-89

Lois Smithers

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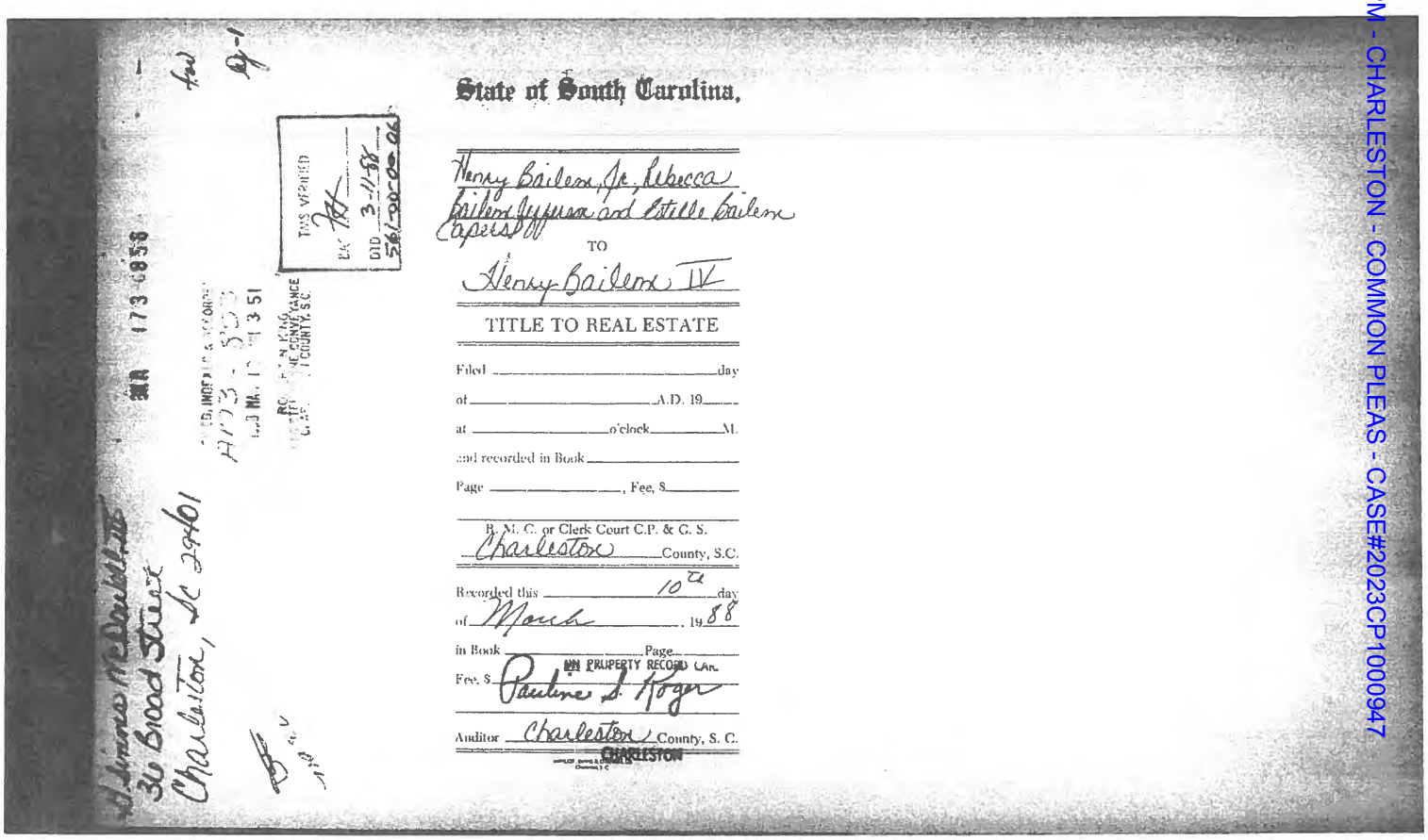

State of South Carolina,

Henry Bailey, Jr., Rebecca Bailey Jeffcoat and Estelle Bailey Capers

TO

Henry Bailey IV

TITLE TO REAL ESTATE

Filed _____ day

of _____ A.D. 19____

at _____ o'clock _____ M.

and recorded in Book _____

Page _____, Fee, $ _____

R. M. C. or Clerk Court C.P. & G. S.

Charleston County, S.C.

Recorded this 10th day

of March, 1988

in Book _____ Page _____

Fee, $ _____

Pauline S. Rogers

Auditor Charleston County, S. C.

Adams McDowell
30 Broad Street
Charleston, SC 29401

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

GRANT OF PERPETUAL EASEMENT

Whereas the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION (hereinafter called the Commission) is a body politic and corporate under the laws of the State of South Carolina and requires the easements hereinafter described and granted in connection with the construction of water distribution and sewage collection, treatment and disposal facilities; and

Whereas construction of the facilities is designed to occur within a community road whose boundaries are uncertain; and

Whereas the public records are not clear concerning what interest, if any, the adjoining landowners may have in the area covered by the permanent utility easement; and

Whereas HENRY BAILEM, IV, (hereinafter called the Grantor), to the extent that Grantor has any interest in the property covered by the permanent utility easement, is minded to grant such easement to the Commission for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of $ -0- to him in hand paid for the perpetual easement granted hereunder, at and before the sealing and delivery of these presents, by the Commission, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Commission, its successors and assigns forever, the following easement:

1. A perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of one or more underground sewer lines and/or one or more underground water lines over, under and upon the following described property:

ALL that strip of land located in Christ Church Parish, Charleston County, South Carolina designated as Parcel 1267 and described as follows: a permanent utility easement located generally within a community road known as John Ballam Road and more fully shown on a plat prepared by E. M. Seabrook, Jr., Inc. entitled "PLAT OF PERMANENT UTILITY EASEMENTS OF VARIOUS WIDTHS SITUATE ON UNDEDICATED BRENTLEY ROAD UNDEDICATED McMANUS ROAD, JOHN BALLAM ROAD PUBLIC 50' RIGHT-OF-WAY AND DAVID GREEN ROAD PUBLIC 50' INGRESS-EGRESS EASEMENT ABOUT TO BE ACQUIRED BY MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION;" (sheet 1), dated November 1, 1995, a copy of which is recorded in the RMC Office for Charleston County in Plat Book EB, Page 619 and which is made a part hereof and incorporated herein by reference.

This easement may cover a portion of the property conveyed to the Grantor by deed of Henry Bailem, Jr., et al. dated January 26, 1988 and recorded in the RMC Office for Charleston County in Book A-173, Page 853 and by deed of James D. Johnson, Jr. dated January 20, 1994 and recorded in the RMC Office for Charleston County in Book X-237, Page 408.

TMS#: 561-00-00-060

IT IS UNDERSTOOD AND AGREED that the easement above described is granted and accepted upon the following terms and conditions, to wit:

(a) The Grantor will make no use of the area occupied by said easement which is inconsistent with the uses and the purposes for which the easement has been granted, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds and other structures shall be placed upon the easement area at any time. In addition, the Grantor will not alter or modify the finished contours or physical makeup of the easement area, either by the placement or removal of

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materials, without the prior written consent of the Commission.

(b) The Commission agrees that, in the event that it become necessary in the future to disturb the surface in order to effect maintenance, repair or replacement, it will promptly restore the surface, to the extent practicable, including leveling the surface and reseeding the grass; but nothing herein contained shall be construed to require the Commission to replace any shrubbery or trees.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, its successors and assigns.

And the Grantor does hereby bind himself and his successors, heirs, administrators and executors to warrant and forever defend all and singular the said premises unto the said Commissioners of Public Works of the Town of Mount Pleasant, South Carolina, its successors and assigns against him and his successors, heirs, administrators and executors lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his Hand and Seal, this 2nd day of January, 1997.

WITNESS:

Henry Bailem IV (L.S.)
Henry Bailem, IV

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Henry Bailem, IV sign, seal and, as his act and deed, deliver the within written instrument; and that (s)he with the other witness witnessed the execution and delivery thereof.

SWORN to before me this

24th day of January, 1997

(SEAL)

Notary Public for South Carolina

My commission expires: Notary Public, South Carolina State at Large My Commission Expires April 26, 2003

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David Jennings
Fmd

BK K 280PG317

FILED

K280-313
97FEB24 PM 3:25

CHARLIE C. LYBRAND
REGISTER
CHARLESTON COUNTY SC

10.00
4

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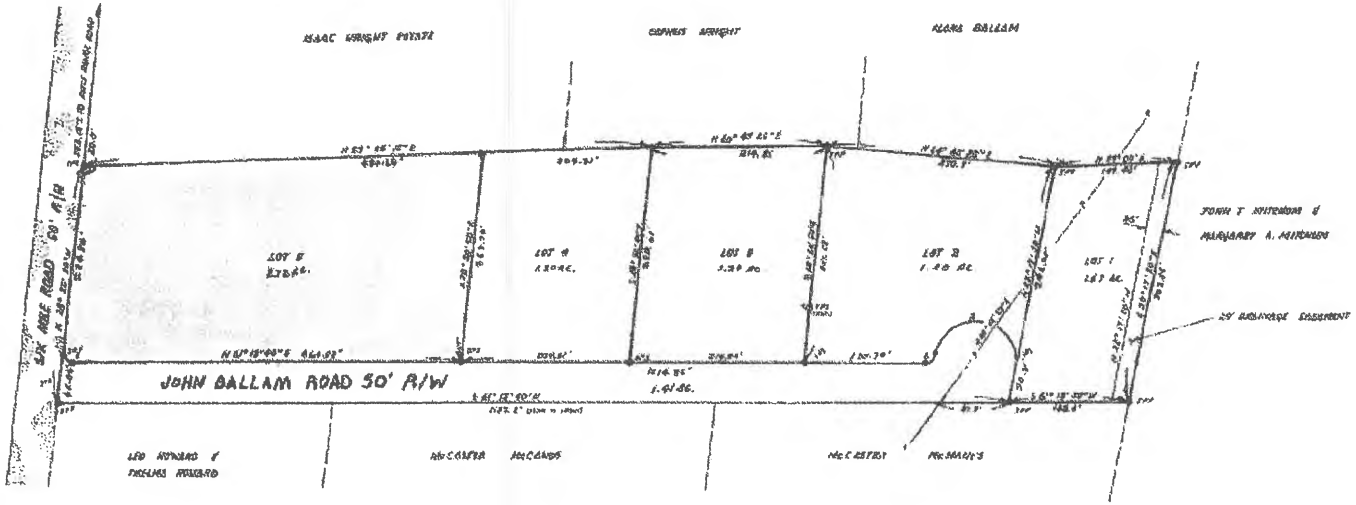
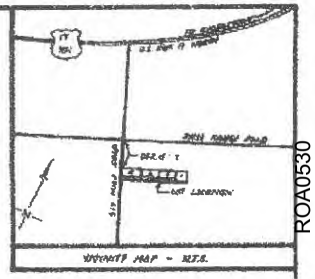
BK T 159 326





ROA0530

DEDICATION:

"WE HEREBY DEDICATE THIS 50' ROAD RIGHT OF WAY FOR THE USE OF THE PUBLIC FOR EVER. WE HEREBY DEDICATE THIS 20' DRAINAGE EASEMENT FOR THE USE OF THE PUBLIC FOR EVER. THE APPROVAL OF THIS PLAT BY NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT THIS EASEMENT FOR MAINTENANCE OR CONSTRUCTION."

Harris Ballam

Patricia Jefferson

Estelle Cornes

CURVE DATA

1. Δ = 70°16'30"
   R = 15.0'
   L = 18.08'
   T = 10.31'
   CD = S 71°36'
   CD BRG = N 38°48'05" W
2. Δ = 76°38'23"
   R = 75.0'
   L = 100.28'
   T = 57.88'
   CD = 92.98'
   CD BRG = N 37°54'53" E
3. Δ = 1°06'03"
   R = 500.0'
   L = 146.58'
   T = 839.76'
   CD = 19.80'
   CD BRG = N 43°53'54" E

THIS LOT IS ____ MEETS HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUBSURFACE DISPOSAL SYSTEM ONLY

This approval in no way obligates the ... to ... by ... or has been rendered in accordance ... commission.

PLAT
OF LANDS OF
JOHN BALLAM ESTATE
LOCATED
LIBERTY HILL AREA OF CHRIST CHURCH PARISH
CHARLESTON COUNTY, SOUTH CAROLINA
DATE: 7-28-86
SCALE: 1" = 100'

NOTES:

1. REFERENCE T.M.S. NO. 161-00-00-50
2. REFERENCE PLAT BOOK U PAGE 49
3. TOTAL ACREAGE FOR LOTS 1 THRU 5 = 8.96 AC.
4. IRONS SET AT ALL CORNERS

APPROVED FINAL PLAT
CHARLESTON COUNTY, CORNES
CHARLESTON COUNTY PLANNING BOARD
DATE OCT 7 1986
#11829

I, James O. Pennington, A Registered Surveyor of the State of South Carolina, hereby certify that I have examined the premises shown hereon and that the dimensions of the property, the relationship between buildings and the boundaries of the property are correctly represented on this plan.

James O. Pennington, R.L.S. No. 11099
James Engineering Inc., P.A. Box 3007
Charleston, S.C. 29407 797-8787

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11099 JAMES O. PENNINGTON

BK/135

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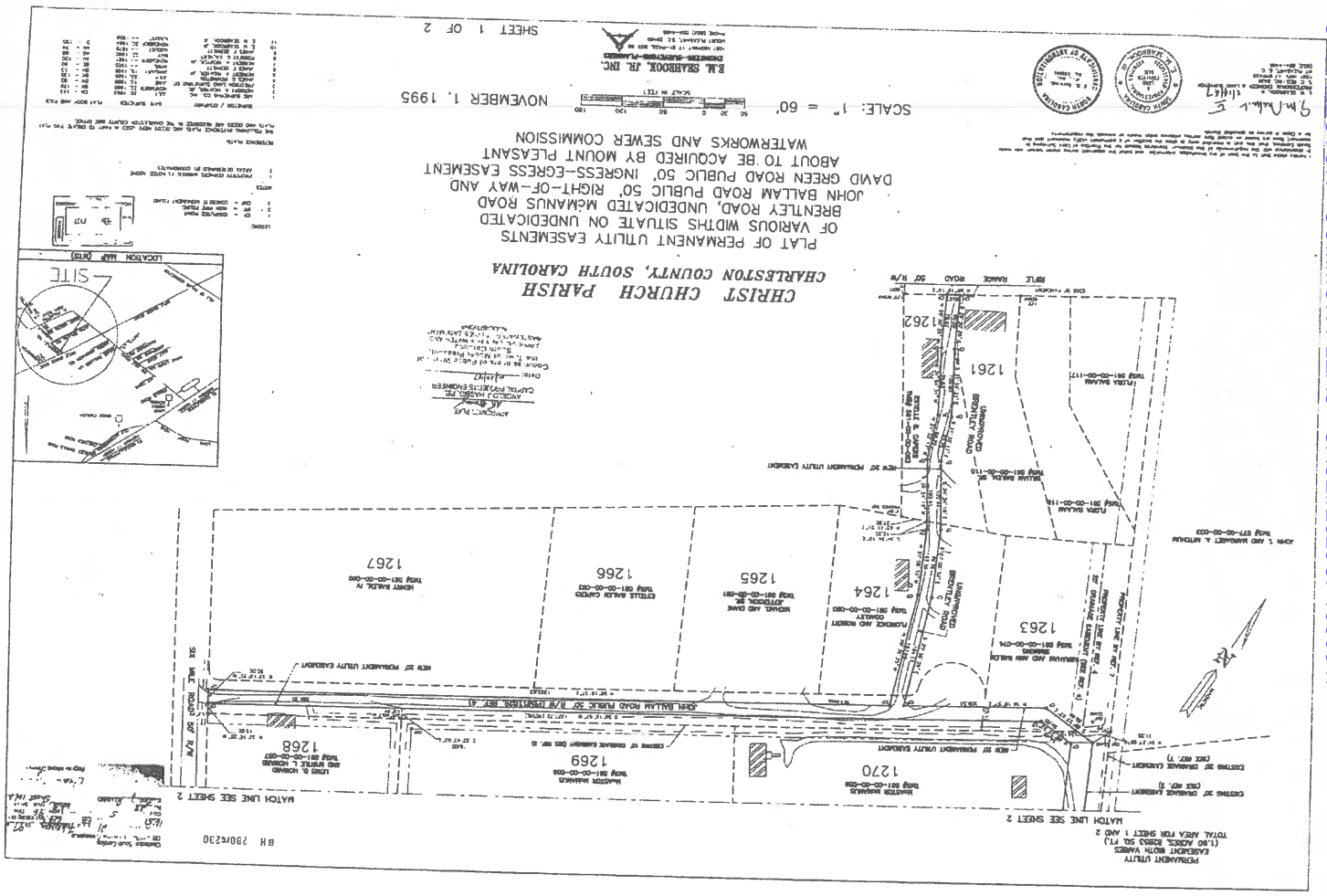
EB/014



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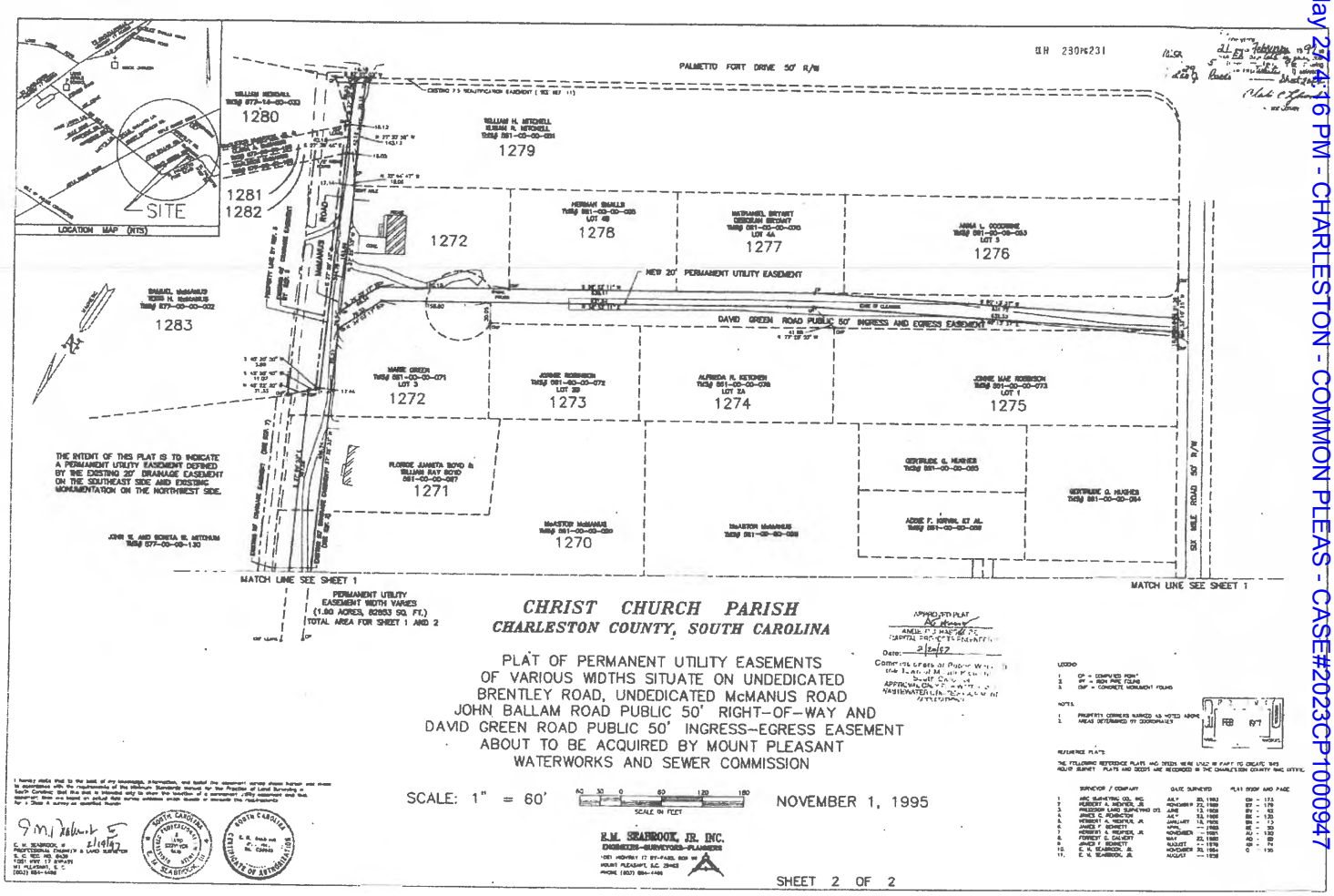

CHRIST CHURCH PARISH
CHARLESTON COUNTY, SOUTH CAROLINA

PLAT OF PERMANENT UTILITY EASEMENTS
OF VARIOUS WIDTHS SITUATE ON UNDEDICATED
BRENTLEY ROAD, UNDEDICATED McMANUS ROAD
JOHN BALLAM ROAD PUBLIC 50' RIGHT-OF-WAY AND
DAVID GREEN ROAD PUBLIC 50' INGRESS-EGRESS EASEMENT
ABOUT TO BE ACQUIRED BY MOUNT PLEASANT
WATERWORKS AND SEWER COMMISSION

SCALE: 1" = 60'

NOVEMBER 1, 1995

E.M. SEABROOK, JR. INC.
ENGINEERS-SURVEYORS-PLANNERS

SHEET 2 OF 2

EB/615

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ROA0533

Exhibit 10

PENGAD 800-631-6989
DEFENDANT'S DEPOSITION EXHIBIT
10

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Town of Mount Pleasant

Public Services

Work Order

General:

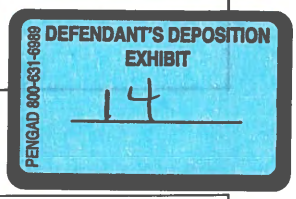
Work Order Number: 51593	***Division:*** Infrastructure	***Work Order Priority:*** Medium
Work Order Description: DITCH - VEGETATION MANAGEMENT		

Location:

Address: 2236 JOHN BALLAM RD
Location Details: Resident would like ditch cleaned out since it is now a Town Road. The ditches have never been maintained and they would like for the ditched to be cut back and cleaned

Information and Status:

Submit To: HANSEN, WILLIAM	***Dispatch To:*** [WODispatchTo]
Actual Start Date: 9/17/2021 8:00:00 AM	***Actual Finish Date:*** 11/12/2021 12:00:00 PM
Work Order Instructions:	
Investigation Results: By DOLAN, ANDREW M: 9/8/2021 3:54:07 PM (Copied from Service Request 38751): "Caller: JEFFERSON, DIANE : Q: Is there something unusual you have noticed? A: Debris Q: Where is the ditch? A: Front Yard Q: Is this a new issue - or ongoing? A: Ongoing" By REPIK, HILLARY : 9/9/2021 4:20:18 PM (Copied from Service Request 38751): "Reviewed Cityworks Road ownership, which shows as town - the request is to clean/ mow the roadside ditch sections and open driveway pipes. In the past they wanted this done annually, but the road was in the county so we did not perform services." By HARTZELL, CHRISTOPHER : 9/20/2021 6:58:58 AM (Copied from Service Request 38751): "Creating WO to clean and mow overgrown ditch and cleaning culverts" By HARTZELL, CHRISTOPHER : 11/15/2021 3:00:53 PM Multi day project. Work is complete. By BLACKWELL, RONALD D: 3/19/2022 2:46:46 PM Work complete, W/O reviewed, sending to close. No further correspondence is required. DB	



Completion:

Work Completed By: HARTZELL, CHRISTOPHER	
Work Order Closed By: KING, JASON A	***Date Work Order Closed:*** 4/1/2022 1:05:18 AM

Actual Labor:

Employee Name:	***Start Date / Time:***	***Finish Date / Time:***

DECKER, JOHN L	9/10/2021 8:03:00 AM	9/10/2021 8:03:00 AM
DELESTON, REINHARDT	9/10/2021 8:03:00 AM	9/10/2021 8:03:00 AM
SHARPE, LENTON J	9/10/2021 8:03:00 AM	9/10/2021 8:03:00 AM
HILLS, MARION	9/10/2021 8:03:00 AM	9/10/2021 8:03:00 AM
HARTZELL, CHRISTOPHER	9/10/2021 8:03:00 AM	9/10/2021 8:03:00 AM
HARTZELL, CHRISTOPHER	9/27/2021 7:21:00 AM	9/27/2021 7:21:00 AM
HILLS, MARION	9/27/2021 7:21:00 AM	9/27/2021 7:21:00 AM
SHARPE, LENTON J	9/27/2021 7:21:00 AM	9/27/2021 7:21:00 AM
WHEATON, BENJAMIN E	9/27/2021 7:21:00 AM	9/27/2021 7:21:00 AM
DECKER, JOHN L	10/1/2021 8:16:00 AM	10/1/2021 8:16:00 AM
DELESTON, REINHARDT	10/1/2021 8:16:00 AM	10/1/2021 8:16:00 AM
HARTZELL, CHRISTOPHER	10/1/2021 8:16:00 AM	10/1/2021 8:16:00 AM
BURNS, ANTONIO	10/1/2021 8:16:00 AM	10/1/2021 8:16:00 AM
HARTZELL, CHRISTOPHER	10/9/2021 8:50:00 AM	10/9/2021 8:50:00 AM
BRISSON, WILLIAM H	10/9/2021 8:50:00 AM	10/9/2021 8:50:00 AM
BLACKWELL, RONALD D	10/9/2021 8:50:00 AM	10/9/2021 8:50:00 AM
SHARPE, LENTON J	11/2/2021 6:52:00 AM	11/2/2021 6:52:00 AM
WHEATON, BENJAMIN E	11/2/2021 6:52:00 AM	11/2/2021 6:52:00 AM
BURNS, ANTONIO	11/2/2021 6:52:00 AM	11/2/2021 6:52:00 AM
DECKER, JOHN L	11/2/2021 6:52:00 AM	11/2/2021 6:52:00 AM
DELESTON, REINHARDT	11/2/2021 6:52:00 AM	11/2/2021 6:52:00 AM
HARTZELL, CHRISTOPHER	11/3/2021 6:50:00 AM	11/3/2021 6:50:00 AM
HILLS, MARION	11/3/2021 6:50:00 AM	11/3/2021 6:50:00 AM
SHARPE, LENTON J	11/3/2021 6:50:00 AM	11/3/2021 6:50:00 AM
WHEATON, BENJAMIN E	11/3/2021 6:50:00 AM	11/3/2021 6:50:00 AM
BURNS, ANTONIO	11/3/2021 6:50:00 AM	11/3/2021 6:50:00 AM
DELESTON, REINHARDT	11/3/2021 6:50:00 AM	11/3/2021 6:50:00 AM
HARTZELL, CHRISTOPHER	11/3/2021 7:00:00 AM	11/3/2021 7:00:00 AM
DECKER, JOHN L	11/3/2021 7:00:00 AM	11/3/2021 7:00:00 AM
GREEN, HIKEEM G	11/3/2021 7:00:00 AM	11/3/2021 7:00:00 AM
DELESTON, REINHARDT	11/3/2021 7:00:00 AM	11/3/2021 7:00:00 AM
HILLS, MARION	11/3/2021 7:00:00 AM	11/3/2021 7:00:00 AM
SHARPE, LENTON J	11/3/2021 7:00:00 AM	11/3/2021 7:00:00 AM
BURNS, ANTONIO	11/3/2021 7:00:00 AM	11/3/2021 7:00:00 AM

Actual Material:

Material ID:	*Material Description:*	*No. of Units:*
FG - 001	Rye Seed	2.000000

Actual Equipment:

Equipment ID:	*Equipment Description:*	*No. of Hours:*
j010	Bad-Boy Mower	5.000000
8573a	Backhoe 460	5.000000
8805	Crew Cab Dump Bed, #420	7.500000
8806c	Truck #413	7.500000
8806ab	Truck 414 (new) - Chevy 2500 4 door	7.500000
j002	Weedeater	5.000000
8714c	Vactor Truck #430	5.000000
8801g	Truck #403 - F-150	5.000000
8806c	Truck #413	5.000000
8805	Crew Cab Dump Bed, #420	6.000000
j002	Weedeater	6.000000

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

j003	Blower- hand or backpack	6.000000
New Holland Sidemount	New Holland Sidemount	4.000000
8806c	Truck #413	6.000000
8801g	Truck #403 - F-150	6.000000
8801g	Truck #403 - F-150	1.000000
8806w	Truck #402 - Chevy 2500	1.000000
8801b	Truck #405 - F-150	1.000000
8806c	Truck #413	7.500000
8805	Crew Cab Dump Bed, #420	7.500000
8721j	Truck 422	7.500000
8280a	New Mini Trachoe	7.500000
8806c	Truck #413	7.500000
8801g	Truck #403 - F-150	7.500000
8280a	New Mini Trachoe	7.500000
8805	Crew Cab Dump Bed, #420	7.500000
8802b	Dump Truck #421	7.500000
8280a	New Mini Trachoe	7.500000
8801g	Truck #403 - F-150	7.500000
8802b	Dump Truck #421	7.500000
8805	Crew Cab Dump Bed, #420	7.500000
8806c	Truck #413	7.500000

Custom Fields:

Custom Field Name:	*Custom Field Value:*

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 16

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BK X237PG382

STATE OF SOUTH CAROLINA	)	QUIT-DEED
	)	TITLE TO REAL ESTATE
COUNTY OF CHARLESTON	)	(See attached Recital)

KNOW ALL MEN BY THESE PRESENTS, THAT I, HENRY BAILEM, IV, of the State aforesaid, for and in consideration of the sum of Five Dollars ($5.00), love and affection for my cousins, MICHAEL JEFFERSON, SR., and DIANE JEFFERSON to me in hand paid at and before the sealing of these presents by MICHAEL JEFFERSON, SR., and DIANE JEFFERSON, in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said MICHAEL JEFFERSON, SR., and DIANE JEFFERSON their heirs and assigns forever, the following described property, to-wit:

ALL that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penington, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County.

Said property containing approximately 1.29 acres of land as shown as Lot 3 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the northwest on lands on Cephus Wright, to the northeast on Lot 2, to the southeast on John Ballum Road, and to the southwest on Lot 4.

GRANTEE'S ADDRESS: 2242 John Ballam Road
Mt. Pleasant, SC 29464

TMS#: 561-00-00-091

Lit. rest. ext. 1

PENGAD 800-631-6989 DEFENDANT'S DEPOSITION EXHIBIT 16

BK X237PG383

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said MICHAEL JEFFERSON, SR., and DIANE JEFFERSON, their heirs and assigns, forever.

AND I do hereby bind myself and my heirs, assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said MICHAEL JEFFERSON, SR., and DIANE JEFFERSON, their heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

tic. real est. 2

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

WITNESS my Hand and Seal this 20th day of January, in the year of our Lord one thousand nine hundred ninety-four and in the two hundred and seventeenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cheryl S. Hoover

Teresa H. Daniels

Henry Bailem IV
HENRY BAILEM, IV

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named HENRY BAILEM, IV, sign, seal and as his act and deed, deliver the within Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Cheryl S. Hoover

SWORN TO BEFORE ME THIS
20th day of January, 1994.

Teresa H. Daniels
Notary Public for South Carolina
My Commission Expires: 3/17/96

tit. real. est. 3

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

RECITAL

WHEREAS, John Ballaam, also known as JOHN BAILEM, died seized and possessed of the below described property in 18____; and

WHEREAS, he was survived only by his son, Henry Ballaam, a/k/a Henry Bailem, who was born in 1885 and died intestate on or about September 25, 1970, seized and possessed of the above described property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters, Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate, leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle; and

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Bailem; who has since died on or about _____, and that she and John Ballaam a/k/a John Bailem left no issue surviving; and

WHEREAS, the aforementioned surviving heirs of John Ballaam a/k/a John Bailem now wish to convey all of their right, title and interest in and to the above described property to Michael Jefferson, Sr., and Diane Jefferson.

G. Linnes McDowell

BK X237PG386

01 Claim
10.00
A

FILED

X237-382

94 JAN 21 PM 2:31

ROBERT J. KING
REGISTER
CHARLESTON COUNTY SC

TMS VERIFIED
BAC MDM
DTD 1-24-94

Recorded this 21 day of Jan 1994
On Property Record Card

Peggy A. Mosley
Auditor Charleston County

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BK K 234PG562

STATE OF SOUTH CAROLINA)
) QUIT-DEED
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON) (See attached Recital)

KNOW ALL MEN BY THESE PRESENTS, THAT I, **JAMES JOHNSON** of the a/k/a James D. Johnson, Jr. State aforesaid, for and in consideration of the sum of Five Dollars ($5.00), love and affection for my grandson, **HENRY BAILEM, IV**, to me in hand paid at and before the sealing of these presents by **HENRY BAILEM, IV**, in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said **HENRY BAILEM, IV**, his heirs and assigns forever, the following described property, to-wit:

ALL that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penington, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County.

Said property containing approximately 1.29 acres of land as shown as Lot 3 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the northwest on lands on Cephus Wright, to the northeast on Lot 2, to the southeast on John Ballum Road, and to the southwest on Lot 4.

GRANTEE'S ADDRESS: 1420 Six Mile Road
Mt. Pleasant, SC 29464

TMS#: 561-00-00-091

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **HENRY BAILEM, IV**, his heirs and assigns, forever.

AND I do hereby bind myself and my heirs, assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said **HENRY BAILEM, IV**, his heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

WITNESS my Hand and Seal this 1 day of November, in the year of our Lord one thousand nine hundred ninety-three and in the two hundred and seventeenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

JAMES JOHNSON
a/k/a James D. Johnson, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named JAMES JOHNSON a/k/a/ James D. Johnson, Jr. sign, seal and as his act and deed, deliver the within Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS
1 day of Nov, 1993.

Notary Public for South Carolina
My Commission Expires: 3-20-99

tit. real. est.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ATTORNEY AT LAW
CHARLESTON, SC

RECITAL

WHEREAS, John Ballaam, also known as JOHN BAILEM, died seized and possessed of the below described property in 18____; and

WHEREAS, he was survived only by his son, Henry Ballaam, a/k/a Henry Bailem, who was born in 1885 and died intestate on or about September 25, 1970, seized and possessed of the above described property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters, Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate, leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle; and

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Bailem; who has since died on or about _____, and that she and John Ballaam a/k/a John Bailem left no issue surviving; and

WHEREAS, the aforementioned surviving heirs of John Ballaam a/k/a John Bailem now wish to convey all of their right, title and interest in and to the above described property to Henry Bailem, IV.

G. S. McDowell, III
36 Broad St.
Chas, SC

BK K 234PG566

Q claim
10.00 A

FILED

K234-562
93 NOV -8 PM 3:10

ROBERT N. KING
REGISTER
CHARLESTON COUNTY SC

TMS VERIFIED
BAC MLA
DTD 11-9-93

Recorded this 8 day of Nov 1993
On Property Record Card

Peggy A. Mosley
Auditor Charleston County

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BK K 234PG567

FORM NO. 118-QUIT-CLAIM DEED
4567890
REVISED 8/1

THE STATE OF SOUTH CAROLINA,

To All Whom These Presents May Come:

WHEREAS, John Ballaam, also known as JOHN BAILEM, died siezed and possessed of the below described property in 188___; and

WHEREAS, he was survived only by his son, Henry Ballaam a/k/a Henry Bailam, who was born 1885 and died intestate on or about September 25, 1970, siezed and possessed of the below desribed property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS:

SEND GREETING:

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle and;

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Meggie B. Bailem; who has since died on or about February, 1980, and that she left surviving a son, James Johnson

WHEREAS, the aforementioned surviving heir of Maggie Bailem, James Johnson, wishes to convey all of his right, title and interest in and to the below described real property to Michael Jefferson, Sr. and Diane Jefferson

NOW, KNOW ALL MEN BY THESE PRESENTS, That I the said JAMES JOHNSON

in consideration of the premises and also in consideration of the sum of Five and no/100ths-- dollars and love and affection to me in hand paid at and before the sealing and delivery of these presents by Michael Jefferson, Sr and Diane Jefferson

(the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said Michael Jefferson, Sr. and Diane Jefferson, their heirs and assigns, forever, the following described real property, to-wit:

ALL that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penington, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill Area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County.

Said property containing approximately 1.29 acres of land and shown as Lot 3 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the northwest on lands of Cephus Wright, to the northeast on Lot 2, to the southeast on John Ballam Road, and to the southwest on Lot 4.

TMS #561-00-00-091

Grantee's Address: 2242 John Ballam Road
Mt. Pleasant, SC 29464

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

K K 0347560

TOGETHER with all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Michael Jefferson, Sr., and Diane Jefferson, their heirs and assigns, forever—so that neither I the said JAMES JOHNSON nor my heirs, nor any other person or persons, claiming under me or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

Witness my hand and seal this 1st day of October in the year of our Lord one thousand nine hundred and ninety-one and in the one hundred and sixteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and ~~Delivered~~ in the presence of

James Johnson (L. S.)
JAMES JOHNSON

(L. S.)

Witness

Witness

THE STATE OF SOUTH CAROLINA,

CHARLESTON County.

PERSONALLY appeared before me the first witness and made oath that (s)he saw the within named James Johnson sign, seal, and as his act and deed, deliver the within written Deed; and that (s)he with the second witness witnessed the execution thereof.

SWORN to before me, this 4th day of October A. D. 19 91

Notary Public for South Carolina
My Commission Expires: 5-24-96

LaDell L. Johnson

THE STATE OF SOUTH CAROLINA,

County.

RENUNCIATION OF DOWER.

NOT NECESSARY

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

Heirs and Assigns all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of

Anno Domini, 19

(SEAL)

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

State of South Carolina,

To

QUIT-CLAIM DEED

Filed day

of A. D. 19

at o'clock M.,

and recorded in Book

Page Fee, $

R. M. C. or Clerk Court C. P. & G. S

County, S. C.

Recorded this 8 day

of 1993

in Book Page

Fee, $ CK PROPERTY RECORD CARD

Auditor S. C.

CHARLESTON

FILED
K234-567
93 NOV -8 PM 3:10
ROBERT N. KING
REGISTER
CHARLESTON COUNTY SC

TAX VERIFIED
DAC
DTC

BK K 234 PG 570

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

B172 / 327

WHEREAS, he was survived only by his son, Henry Ballaam a/k/a Henry Bailem, who was born 1885 and died intestate on or about September 25, 19[illegible], seized and possessed of the below described property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters, Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate, leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle; and

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Bailem; who has since died on or about _____, and that she and John Ballaam a/k/a John Bailem left no issue surviving; and

WHEREAS, the aforementioned surviving heirs of JohnBallaam a/k/a John Bailem now wish to convey al' of their right, title and interest in and to the below described real property to Michael Jefferson, Sr. and Diane Jefferson;

KNOW ALL MEN BY THESE PRESENTS, THAT

HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and ESTELLE BAILEM CAPERS, a/k/a Estelle B. Capers

in the State aforesaid For/And in consideration of the sum of

Five Dollars ($5.00) and love and affection----------DOLLARS,

to them in hand paid at and before the sealing of these presents by MICHAEL JEFFERSON, SR. and DIANE JEFFERSON

in the State aforesaid County Aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said MICHAEL JEFFERSON, SR. and DIANE JEFFERSON, their heirs and assigns, forever, the following described real property, to-wit:

ALL that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penington, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill Area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County."

Said property containing approximately 1.29 acres of land and shown as Lot 3 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the northwest on lands of Cephus Wright, to the northeast on Lot 2, to the southeast on John Ballam Road, and to the southwest on Lot 4.

TMS #561-00-00-091

Grantee's Address: 2242 John Ballam
MT. Pleasant, S.C.

BK B172PG328

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said MICHAEL JEFFERSON, SR. and DIANE JEFFERSON, their Heirs and Assigns forever.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Heirs and Assigns, against [illegible] and [illegible] Heirs, and all persons whomsoever

ever [illegible] lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand s and Seal s, this 26th day of January

in the year of our Lord one thousand nine hundred and eighty-eight and in the two hundred and

Twelfth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Henry Bailem Jr (L. S.)
HENRY BAILEM, JR.

Rebecca Bailem Jefferson (L.S.)
REBECCA BAILEM JEFFERSON

Estelle B Capers (L.S.)
ESTELLE BAILEM CAPERS

Estelle Bailem Capers

The State of South Carolina,

Charleston County.

PERSONALLY appeared before me the first witness

and made oath that she/he saw the within named HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and ESTELLE BAILEM CAPERS a/k/a Estelle B. Capers sign, seal, and as their act and deed, deliver the within written Deed,

and that she/he with the second witness

witnessed the execution thereof.

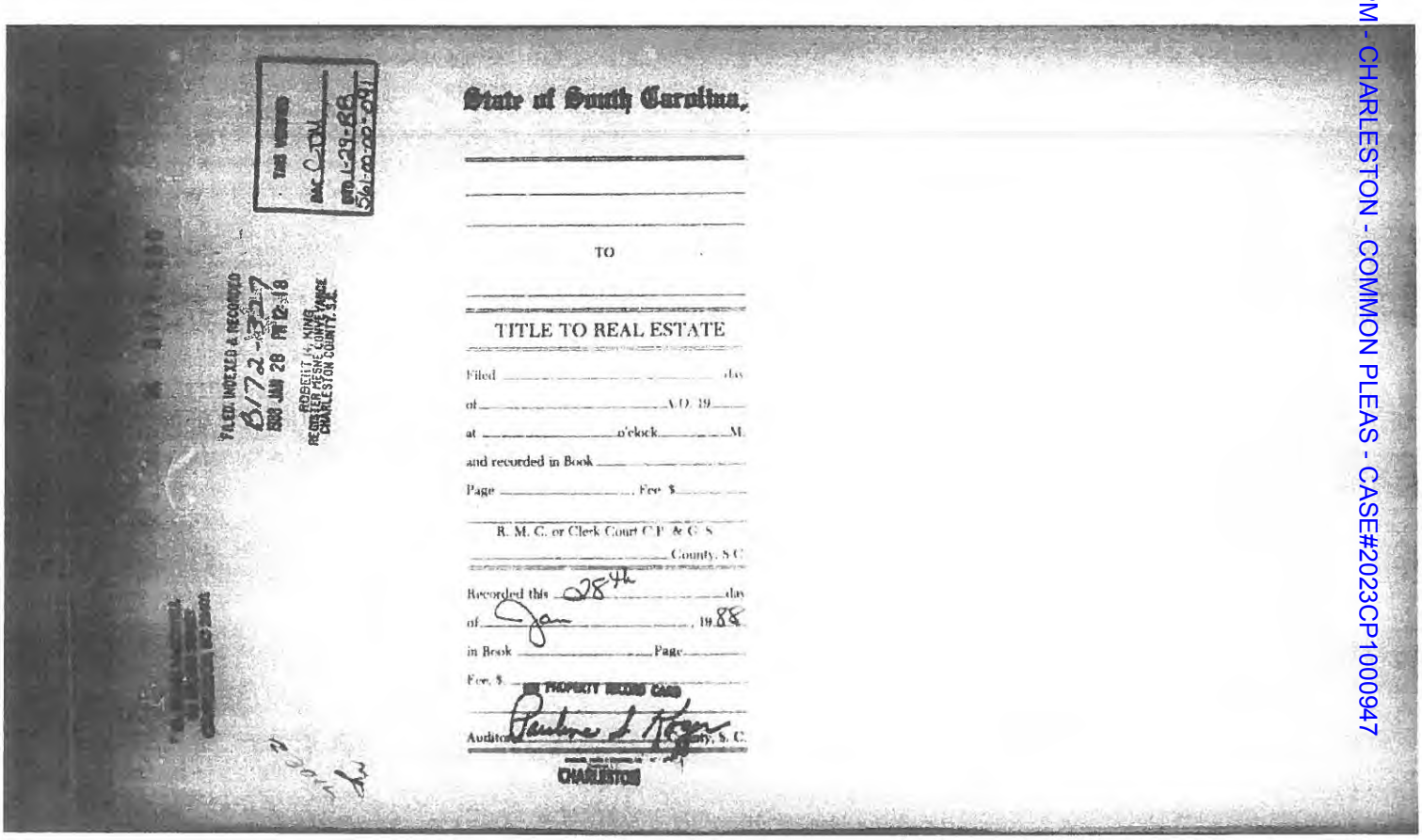
SWORN to before me, this 26th

day of January A.D. 19 88

Notary Public of South Carolina (SEAL)
My Commission Expires 3-29-89

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947



State of South Carolina,

TO

TITLE TO REAL ESTATE

Filed ____ day

of ____ A.D. 19____

at ____ o'clock ____ M.

and recorded in Book ____

Page ____ Fee $ ____

R. M. C. or Clerk Court C.P. & G.S.

____ County, S.C.

Recorded this 28th day

of Jan, 1988

in Book ____ Page ____

Fee $ ____

Auditor ____ County, S.C.

CHARLESTON

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

GRANT OF PERPETUAL EASEMENT

Whereas the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION (hereinafter called the Commission) is a body politic and corporate under the laws of the State of South Carolina and requires the easements hereinafter described and granted in connection with the construction of water distribution and sewage collection, treatment and disposal facilities; and

Whereas construction of the facilities is designed to occur within a community road whose boundaries are uncertain; and

Whereas the public records are not clear concerning what interest, if any, the adjoining landowners may have in the area covered by the permanent utility easement; and

Whereas MICHAEL JEFFERSON, SR. and DIANE JEFFERSON, (hereinafter called the Grantors), to the extent that Grantor have any interest in the property covered by the permanent utility easement, is minded to grant such easement to the Commission for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of $ -0- to him in hand paid for the perpetual easement granted hereunder, at and before the sealing and delivery of these presents, by the Commission, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Commission, its successors and assigns forever, the following easement:

1. A perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of one or more underground sewer lines and/or one or more underground water lines over, under and upon the following described property:

ALL that strip of land located in Christ Church Parish, Charleston County, South Carolina designated as Parcel 1265 and described as follows: a permanent utility easement located generally within a community road known as John Ballam Road and more fully shown on a plat prepared by E. M. Seabrook, Jr., Inc. entitled "PLAT OF PERMANENT UTILITY EASEMENTS OF VARIOUS WIDTHS SITUATE ON UNDEDICATED BRENTLEY ROAD UNDEDICATED McMANUS ROAD, JOHN BALLAM ROAD PUBLIC 50' RIGHT-OF-WAY AND DAVID GREEN ROAD PUBLIC 50' INGRESS-EGRESS EASEMENT ABOUT TO BE ACQUIRED BY MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION," (sheet 1), dated November 1, 1995, a copy of which is recorded in the RMC Office for Charleston County in Plat Book EB, Page 614 and which is made a part hereof and incorporated herein by reference.

This easement may cover a portion of the property conveyed to the Grantors by deed of Henry Bailem, Jr., et al. dated January 26, 1988 and recorded in the RMC Office for Charleston County in Book B-172, Page 327; by deed of Henry Bailem, IV dated January 20, 1994 and recorded in the RMC Office for Charleston County in Book X-237, Page 382; and by deed of James Johnson dated October 18, 1991 and recorded in the RMC Office for Charleston County in Book K-234, Page 567.

TMS#: 561-00-00-091

IT IS UNDERSTOOD AND AGREED that the easement above described is granted and accepted upon the following terms and conditions, to wit:

(a) The Grantor will make no use of the area occupied by said easement which is inconsistent with the uses and the purposes for which the easement has been granted, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds and other structures shall be placed upon the easement area at any time. In addition, the Grantor will not alter or modify the finished

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contours or physical makeup of the easement area, either by the placement or removal of materials, without the prior written consent of the Commission.

(b) The Commission agrees that, in the event that it become necessary in the future to disturb the surface in order to effect maintenance, repair or replacement, it will promptly restore the surface, to the extent practicable, including leveling the surface and reseeding the grass; but nothing herein contained shall be construed to require the Commission to replace any shrubbery or trees.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, its successors and assigns.

And the Grantor does hereby bind himself and his successors, heirs, administrators and executors to warrant and forever defend all and singular the said premises unto the said Commissioners of Public Works of the Town of Mount Pleasant, South Carolina, its successors and assigns against him and his successors, heirs, administrators and executors lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their Hands and Seals, this 6th day of January, 1997.

WITNESS:

Michael Jefferson, Sr. (L.S.)

Diane Jefferson (L.S.)

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Michael Jefferson, Sr. and Diane Jefferson sign, seal and, as their act and deed, deliver the within written instrument; and that (s)he with the other witness witnessed the execution and delivery thereof.

SWORN to before me this

6th day of January, 1997

(SEAL)

Notary Public for South Carolina

My commission expires: Notary Public, South Carolina State of Large My Commission Expires April 24, 2003

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David Jennings

BK K 280PG307

10.00
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FILED

K280-303

97 FEB 24 PM 3:26

CHARLIE C. LYBRAND
REGISTER
CHARLESTON COUNTY SC

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Exhibit 17

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

January 3, 2017

Dear property owners of John Ballam Rd,

Our rights to ownership of John Ballam Rd is being challenged and we are requesting the service of an attorney to help protect our rights. The initial examination of our documents will cost $200.00 it is my hope that this cost and others can be shared by all of the owners to get the necessary proof that no one has agreed to change the road status to public. To accomplish this we must be united. As you can see surveys are being done at this time and if we don't act now it can lead to a much bigger problem and cost. 100% of John Ballam Rd. came from the land of The Estate of John Balaam since 1893. When a meeting is called please attend for all of our opinions matter.

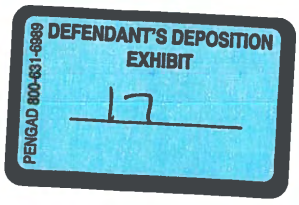

Exhibit 24

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BK X489PG465

TITLE NOT EXAMINED BY ATTORNEY

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS that I, Estelle Bailem Capers ("Grantor"), in the State aforesaid, for and in consideration of the sum of Five and no/100 ($5.00) Dollars plus love and affection, to me in hand paid at and before the sealing of these presents by Joseph Bailem and Sheila Bailem ("Grantees"), in the State aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said Grantees, their heirs and assigns forever, the following described real property, to wit:

ALL that certain, piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Charleston as shown on a plat by James G. Penninton, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill Area in Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, at Page 135, at the Charleston County RMC Office. Said property containing approximately 1.20 acres of land and shown as Lot 4 on the aforementioned plat. Butting and bounding to the northeast on lands of Cephus Wright, to the south on John Ballam Road, to the west on Lot 5, and to the east on Lot 3.

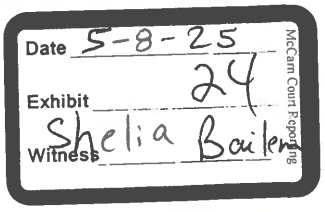
SUBJECT TO ALL EASEMENTS AS SHOWN ON SAID PLAT.

BEING the same property conveyed to the Grantor herein by deed of Joseph Bailem and Sheila Bailem dated February 27, 1992 and recorded at the Charleston County R.M.C. Office on February 28, 1992 in Book Z210, at Page 611.

T.M.S. No. 561-00-00-092

Grantee's Address: 2236 John Ballum Road
Mt. Pleasant, SC 29464

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.



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TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, unto the said Grantees, their heirs and assigns forever.

AND I do hereby bind myself and my heirs and personal representatives, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, her heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of March, 2004.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Estelle B. Capers
AKA Estelle Bailem Capers

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the above named Grantor personally appeared before me this 31st day of March, 2004, and acknowledged the due execution of the foregoing instrument.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: APRIL 10, 2012

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF CHARLESTON)

BK X489PG467

PERSONALLY appeared before me the undersigned, who being first duly sworn, deposes and says:

1. I have read the information in this Affidavit and I understand such information.

2. The within property is being transferred by Estelle B. Capers to Joseph Bailem and Sheila Bailem on March 31, 2004.

3. Check one of the following: The Deed is
(A)___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(B)___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(C)X EXEMPT from the deed recording fee because (exemption #1) (Explanation if required: Transferring realty for less than $100.00

(If exempt, please skip items 4-6, and go to item 7 of this affidavit)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(A)___The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.
(B)___The fee is computed on the fair market value of the realty which is $_____.
(C)___The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES___ or NO___to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The Deed Recording Fee is computed as follows:
(A) $_____ the amount listed in item 4 above
(B)_____ the amount listed in item 5 above
(C) $_____ Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

8. DEED OF DISTRIBUTION-ATTORNEY'S AFFIDAVIT: Estate of _____, deceased, CASE NUMBER:_____. The undersigned attorney certifies that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the attached Deed of Distribution for the Personal Representative in this Estate and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to and Subscribed before me
this 31st day of April, 2004.

_____(SEAL)
NOTARY PUBLIC FOR S.C.
My Commission Expires: 2-19-2013

_____
Grantor, Grantee, or Attorney who prepared this form

M. Anthony Sith, Jr.
Print or Type Name Here

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BK X489PG468

RECORDER'S PAGE
This page Must remain with the original document.

Sottile & Hopkins

Recording Fee	10.00
State Fee	
County Fee	
Postage	EXEMPT
TOTAL	10.00

C

FILED
X489-465
2004 APR -7 PM 12:04
C... LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR
REP
DATE 4/12/04

RECEIVED FROM RMC
APR 12 2004
PEGGY A. MESSERLY

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

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BK Z210PG611

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS that we, JOSEPH BAILEM and SHEILA BAILEM, in the State aforesaid, for and in consideration of the sum of Five and no/100 ($5.00) Dollars plus Love and Affection for our mother and mother-in-law, respectively, to us in hand paid at and before the sealing of these presents by ESTELLE BAILEM CAPERS, in the state aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said ESTELLE BAILEM CAPERS, her heirs and assigns forever, the following described real property, to wit:

ALL that certain, piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Charleston as shown on a plat by James G. Penninton, P.E.,and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill Area if Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book EM, at Page 135, at the Charleston County RMC Office. Said property containing approximately 1.20 acres of land and shown as Lot 4 on the aforementioned plat. Butting and Bounding to the northeast on lands of Cephus Wright, to the south on John Ballam Road, to the west on Lot 5, and to the east on Lot 3.

SUBJECT to all easements as shown on said plat.

BEING the same property conveyed to the Grantors herein by deed of Henry Ballam, Jr., et.al. dated January 26, 1988, and recorded at the Charleston County RMC Office on May 19, 1988 in Book V174, at Page 15.

T.M.S. No. 361-00-00-002

Grantee's Address: 2841 Brantly Road
Mt. Pleasant, SC 29464

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TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, unto the said ESTELLE BAILEM CAPERS, her heirs and assigns forever.

AND We do hereby bind ourselves and our heirs and personal representatives, to warrant and forever defend, all and singular, the said Premises unto the said ESTELLE BAILEM CAPERS, her heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, We have set our hands and seals this 27th day of February, 1992.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Melanie W. Sutton

Joseph Bailem
JOSEPH BAILEM

Sheila Bailem
SHEILA BAILEM

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BK Z210PG613

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Grantors sign, seal and as their act and deed deliver the within written Deed, and that (s)he with the other subscribing witness witnessed the execution thereof.

Melanie D Sutton

SWORN to and Subscribed before me
this 27th day of February, 1992.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 5-22-99

SOTTILE & HOPKINS

BK Z210PG614

10.00
@ A

FILED
2210-611
92 FEB 28 AM 10: 04

ROBERT N. KING
REGISTER
CHARLESTON COUNTY SC

TAX VERIFIED
BAC A35
DTD 2-2-92

Recorded this 28 day of Feb - 92
On Property Record Card

Pauline S. Koger
Auditor Charleston County

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BK V174 025

Form 14—Title to Real Estate
4/1980 Revised 1978

State of South Carolina,

WHEREAS, John Ballaam, also kno n as JOHN BAILEM, died seized and possessed of the below described property in 18____; and

WHEREAS, he was survived only by his son, Henry Ballaam a/k/a Henry Bailem, who was born in 1885 and died intestate on or about September 25, 1970, seized and possessed of the below described property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters, Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate, leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle; and

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Bailem; who has since died on or about _____, and that she and John Ballaam a/k/a John Bailem left no issue surviving; and

WHEREAS, the aforementioned surviving heirs of John Ballaam a/k/a John Bailem now wish to convey all of their right, title and interest in and to the below described property to ~~ESTELLE BAILEY CAPERS~~; JOSEPH AND SHEILA BAILEM FOR EBC

KNOW ALL MEN BY THESE PRESENTS, THAT

HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and
ESTELLE BAILEM CAPERS

in the State aforesaid for/and in consideration of the sum of

Five Dollars ($5.00) and love and affection---------- DOLLARS, FOR

to them in hand paid at and before the sealing of these presents by ESTELLE BAILEM CAPERS

in the State aforesaid _____ the receipt whereof is hereby

HB acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JOSEPH AND SHEILA BAILEM, Hem ~~ESTELLE BAILEM CAPERS~~, her heirs and assigns forever, the EBC following described property, tow-ti:

ALL that lot, piece, parcel of tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penninton, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill Area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County."

Said property containing approximately 1.20 acres of land and shown as Lot 4 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the northeast on lands of Cephus Wright, to the south on John Ballam Road, to the west on Lot 5, and to the east on Lot 3.

TMS #561-00-00-092
Grantee's address: 2241 ~~John Ballam~~ BRANTLEY RD
MT. PLEASANT, SC

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TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said ~~ESTELLE BAILEM CAPERS, her~~ JOSEPH AND SHEILA BAILEM, their EBC TB HB Heirs and Assigns forever.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

AND we do hereby bind our BK V174 027

Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said ~~ESTELLE BAILEM CAPERS, her~~ JOSEPH AND SHEILA BAILEM, THEIR HB EBC

Heirs and Assigns, against us and our Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals, this 26th day of January

in the year of our Lord one thousand nine hundred and eighty-eight and in the two hundred and twelfth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Teresa B Daniels
James L Cruell

Henry Bailem Jr (L. S.)
HENRY BAILEM, JR. her

Rebecca Bailem Jefferson (L. S.)
REBECCA BAILEM JEFFERSON

Estelle Bailem Capers (L.S.)
ESTELLE BAILEM CAPERS

The State of South Carolina,

CHARLESTON County.

PERSONALLY appeared before me first witness

and made oath that he/she saw the within named HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and ESTELLE BAILEM CAPERS

sign, seal, and as their act and deed, deliver the within written Deed,

and that he/she with second witness

witnessed the execution thereof.

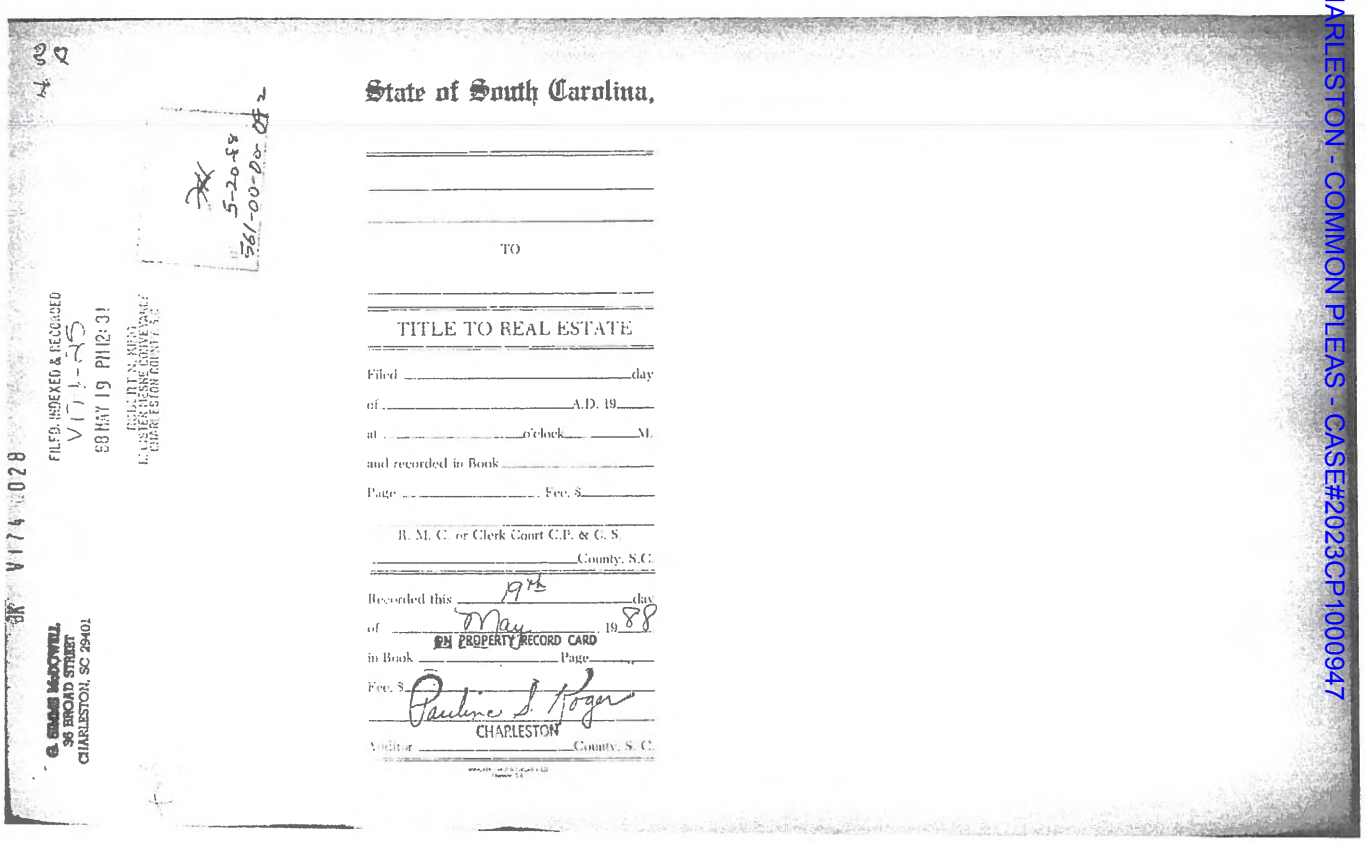
SWORN to before me, this 26th

day of January A.D. 19 88

James L Cruell (SEAL)
Notary Public of South Carolina
My Commission Expires: 3-29-89

Teresa B Daniels

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947



State of South Carolina,

TO

TITLE TO REAL ESTATE

Filed _____ day

of _____ A.D. 19____

at _____ o'clock ____ M.

and recorded in Book _____

Page _____ Fee, $ _____

R. M. C. or Clerk Court C.P. & G. S.

_____ County, S.C.

Recorded this 9th day

of May 19 88

in Book _____ Page _____

Fee, $ Pauline S. Rogers

CHARLESTON

Auditor _____ County, S. C.

BK V174 028

FILED, INDEXED & RECORDED
V 174-25
88 MAY 19 PM 12:31
CLERK OF COURT
CHARLESTON COUNTY, S.C.

G. EMMET McDOWELL
96 BROAD STREET
CHARLESTON, SC 29401

5-20-48
561-00-00-042

PROPERTY RECORD CARD

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BK K 280PG308

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

GRANT OF PERPETUAL EASEMENT

Whereas the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION (hereinafter called the Commission) is a body politic and corporate under the laws of the State of South Carolina and requires the easements hereinafter described and granted in connection with the construction of water distribution and sewage collection, treatment and disposal facilities; and

Whereas construction of the facilities is designed to occur within a community road whose boundaries are uncertain; and

Whereas the public records are not clear concerning what interest, if any, the adjoining landowners may have in the area covered by the permanent utility easement; and

Whereas ESTELLE BAILEM CAPERS, (hereinafter called the Grantor), to the extent that Grantor has any interest in the property covered by the permanent utility easement, is minded to grant such easement to the Commission for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of $ -0- to him in hand paid for the perpetual easement granted hereunder, at and before the sealing and delivery of these presents, by the Commission, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Commission, its successors and assigns forever, the following easement:

1. A perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of one or more underground sewer lines and/or one or more underground water lines over, under and upon the following described property:

ALL that strip of land located in Christ Church Parish, Charleston County, South Carolina designated as Parcel 1266 and described as follows: a permanent utility easement located generally within a community road known as John Ballam Road and more fully shown on a plat prepared by E. M. Seabrook, Jr., Inc. entitled "PLAT OF PERMANENT UTILITY EASEMENTS OF VARIOUS WIDTHS SITUATE ON UNDEDICATED BRENTLEY ROAD UNDEDICATED McMANUS ROAD, JOHN BALLAM ROAD PUBLIC 50' RIGHT-OF-WAY AND DAVID GREEN ROAD PUBLIC 50' INGRESS-EGRESS EASEMENT ABOUT TO BE ACQUIRED BY MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION," (sheet 1), dated November 1, 1995, a copy of which is recorded in the RMC Office for Charleston County in Plat Book EB, Page 614 and which is made a part hereof and incorporated herein by reference.

This easement may cover a portion of the property conveyed to the Grantors by deed of Joseph Bailem, et al. dated February 27, 1992 and recorded in the RMC Office for Charleston County in Book Z-210, Page 611.

TMS#: 561-00-00-092

IT IS UNDERSTOOD AND AGREED that the easement above described is granted and accepted upon the following terms and conditions, to wit:

(a) The Grantor will make no use of the area occupied by said easement which is inconsistent with the uses and the purposes for which the easement has been granted, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds and other structures shall be placed upon the easement area at any time. In addition, the Grantor will not alter or modify the finished contours or physical makeup of the easement area, either by the placement or removal of materials, without the prior written consent of the Commission.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

(b) The Commission agrees that, in the event that it become necessary in the future to disturb the surface in order to effect maintenance, repair or replacement, it will promptly restore the surface, to the extent practicable, including leveling the surface and reseeding the grass; but nothing herein contained shall be construed to require the Commission to replace any shrubbery or trees.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, its successors and assigns.

And the Grantor does hereby bind himself and his successors, heirs, administrators and executors to warrant and forever defend all and singular the said premises unto the said Commissioners of Public Works of the Town of Mount Pleasant, South Carolina, its successors and assigns against him and his successors, heirs, administrators and executors lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set her Hand and Seal, this 2nd day of January, 1996.

WITNESS:

Estelle Bailem Capers (L.S.)
Estelle Bailem Capers

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Estelle Bailem Capers sign, seal and, as her act and deed, deliver the within written instrument; and that (s)he with the other witness witnessed the execution and delivery thereof.

SWORN to before me this

27th day of January, 1998.

(SEAL)

Notary Public for South Carolina

My commission expires: [illegible] April 16, 2003

David Jennings

BK K 280PG312

10-

FILED

K280-308

97 FEB 24 PM 3:25

CHARLIE C. LYBRAND
REGISTER
CHARLESTON COUNTY SC

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 26

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BP1267675

PGS: 4

STATE OF SOUTH CAROLINA) QUITCLAIM DEED
) TITLE NOT EXAMINED
COUNTY OF CHARLESTON)

KNOW ALL PERSONS BY THESE PRESENTS, that in the State aforesaid, **LANELLE P. JOHNSON** (Grantor), in consideration of the sum of Ten and 00/100 Dollars **($10.00)** in hand, paid at and before the sealing of these presents by **RASHICA COAKLEY** (Grantee), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **RASHICA COAKLEY**, her heirs and assigns forever, the following described real estate, to wit:

All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Pennington, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County.

Said property containing approximately 1.40 acres of land as shown as Lot 2 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the north on lands now or formerly of Flora Ballam, to the south on John Ballam Road, to the west on Lot 3, and to the east on Lot 1.

TMS No.: 561-00-00-090

Grantee's address:
9803 Lone Cypress Ln
Ladson, SC 29456

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said **RASHICA COAKLEY**, her heirs and assigns forever, so that neither **LANELLE P. JOHNSON**, her heirs or assigns, nor any other person or persons claiming under her shall at any time hereafter, by any way or to claim the same, or means have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof, forever.

IN WITNESS WHEREOF, **LANELLE P. JOHNSON**, has caused these presents to be executed this 7th day of June, in the year of our Lord Two Thousand Twenty-Four (2024).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE TO FOLLOW]

Date 5-8-25
Exhibit 26
Witness Coakley
McCann Court Reporting

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

WITNESS # 1

BY: LANELLE P. JOHNSON

WITNESS #2 / NOTARY

STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT
)
COUNTY OF CHARLESTON)

Personally appeared before me the undersigned and made oath that he/she saw the within named Grantor, sign, seal and as her act and deed, deliver the within-written Quit-Claim Deed for the uses and purpose therein mentioned, and that he/she with the other witness subscribed above witnessed the execution thereof.

WITNESS # 1

SWORN to before me this
17th day of June, 2024.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 3/9/29

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property was transferred by LANELLE P JOHNSON to RASHICA COAKLEY on JUNE 17, 2024.

3. Check one of the following: The deed is
   (A) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (B) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) ☑ exempt from the deed recording fee because (See Information section of affidavit): #12 QUIT CLAIM (Explanation required)
   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

   If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
   (A) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
   (B) ☐ The fee is computed on the fair market value of the realty which is _____.
   (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:
   (A) Place the amount listed in item 4 above here: _____
   (B) Place the amount listed in item 5 above here: _____
   (If no amount is listed, place zero here.)
   (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____.

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTEE.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Rashica Coakley
Responsible Person Connected with the Transaction

Rashica Coakley
Print or Type Name Here

Sworn this 12TH day of SEPT 2024

Notary Public for Sheri Webb
My Commission Expires: _____, 20____

SHERI L WEBB NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES 2/11/2025

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RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

Filed By:
RASHICA COAKLEY
9803 LONE CYPRESS LN

LADSON SC 29456

MAKER:
JOHNSON LANELLE P

RECIPIENT:
COAKLEY RASHICA

Original Book:

Original Page:

Note:

RECORDED

Date:	September 12, 2024
Time:	11:21:39 AM

Book	Page	DocType
1267	675	Deed

Karen Hollings, Register of Deeds
Charleston County, SC

# of Pages: 4

Recording Fee	$ 15.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ 1.00
Chattel	$ -
TOTAL	$ 16.00

DRAWER	Drawer 2
CLERK	SLW

AUDITOR STAMP HERE
RECEIVED From ROD
Sep 16, 2024
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP LMC
DATE 09/18/2024

1267	675	09/12/2024	4
Book	Page	Recorded Date	# Pgs

		D	11:21:39
Original Book	Original Page	Doc Type	Recorded Time

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

V174 / 21

Form 14—Title to Real Estate
Revised 1976

State of South Carolina,

WHEREAS, John Ballaam, also known as JOHN BAILEM, died seized and possessed of the below described property in 18____; and

WHEREAS, he was survived only by his son, Henry Ballaam a/k/a Henry Bailem, who was born in 1885 and died intestate on or about September 25, 1970, seized and possessed of the below described property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters, Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate, leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle; and

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Bailem; who has since died on or about _____, and that she and John Ballaam a/k/a John Bailem left no issue surviving; and

WHEREAS, the aforementioned surviving heirs of John Ballaam a/k/a John Bailem now wish to convey all of their right, title and interest in and to the below described property to ~~REBECCA BAILEM JEFFERSON~~ Florence and Robert Coakley

KNOW ALL MEN BY THESE PRESENTS, THAT

EBC HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and ESTELLE BAILEM CAPERS, TB

in the State aforesaid for/and in consideration of the sum of

Five Dollars ($5.00) and love and affection DOLLARS,

to them in hand paid at and before the sealing of these presents by

REBECCA BAILEM JEFFERSON

in the State aforesaid the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Florence Coakley and Robert Coakley, their EBC TB

~~REBECCA BAILEM JEFFERSON~~, ~~her~~ heirs and assigns forever the following described property, to-wit:

ALL that lot, piece, parcel of tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penninton, P.E., and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill Area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County."

Said property containing approximately 1.40 acres of land and shown as Lot 2 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the north on lands now or formerly of Flora Ballam, to the south on John Ballam Road, to the west on Lot 3, and to the east on Lot 1.

TMS #561-00-00-090
Grantee's address:
1425 BRENTLEY ST.
RIFLE RANGE RD.
MT. PLEASANT, SC 29464

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BK V174 022

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said ~~REBECCA BAILEN JEFFERSON, her~~ Florence and Robert Coakley, their Heirs and Assigns forever.

Edc
7&B

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BK V174 GO23

AND we do hereby bind our Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said ~~REBBECCA BAILEM JEFFERSON, her~~ Florence and Robert Coakley, their & &c Heirs and Assigns, against us and our F & B Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals, this 26th day of January in the year of our Lord one thousand nine hundred and eighty-eight and in the two hundred and twelfth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Teresa H Daniels
Thomas H Darnell

Henry Bailem Jr (L.S.)
HENRY BAILEM, JR.

Rebecca Bailem her MARK Jefferson (L.S.)
REBECCA BAILEM JEFFERSON

Estelle Bailem Capers (L.S.)
ESTELLE BAILEM CAPERS

The State of South Carolina,

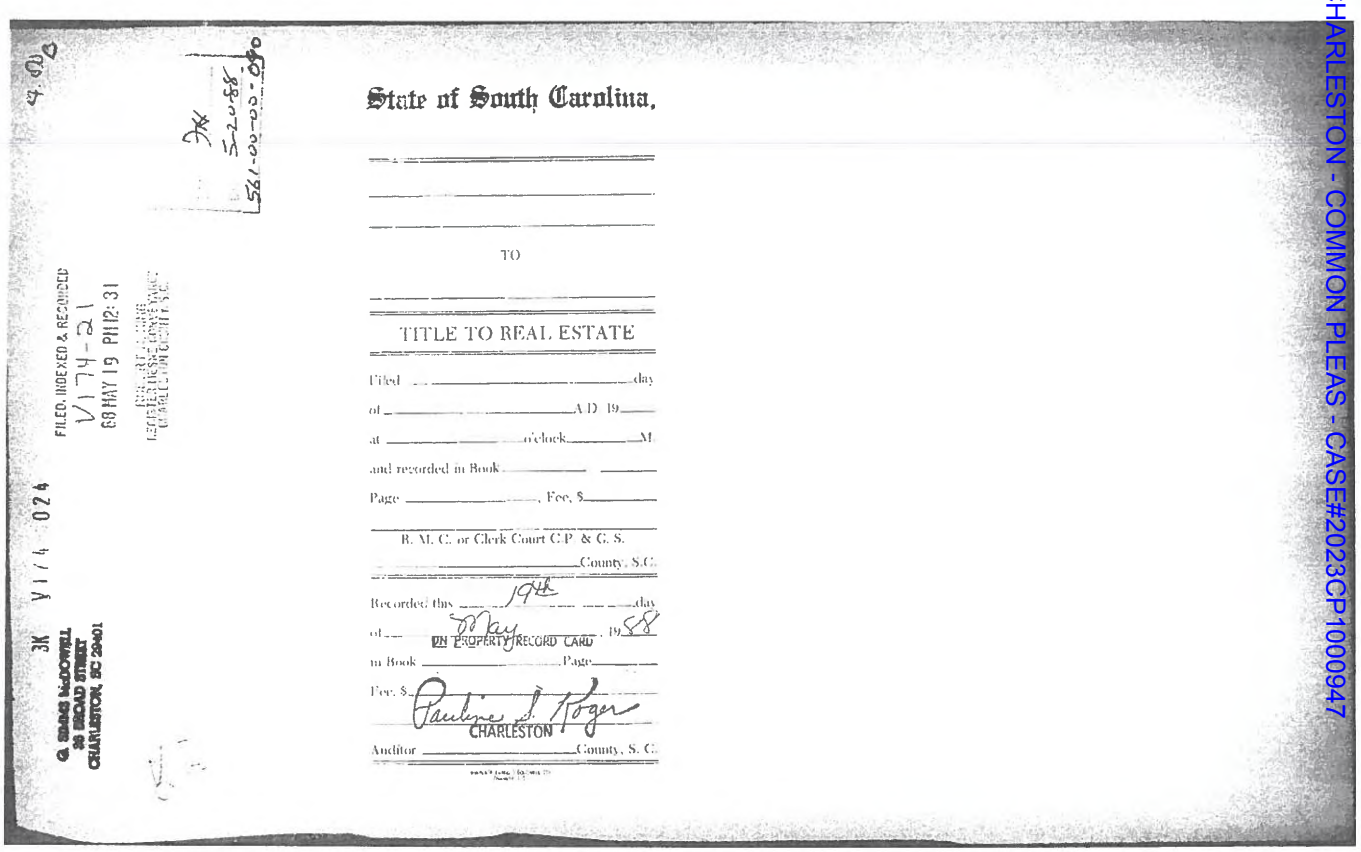
Charleston County

PERSONALLY appeared before me first witness and made oath that he/she saw the within named HENRY BAILEM, JR., REBECCA BAILEM CAPERS and ESTELLE BAILEM CAPERS sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with the second witness witnessed the execution thereof.

SWORN to before me, this 26th day of January A.D. 19 88

Thomas H Darnell (SEAL)
Notary Public of South Carolina
My Commission Expires: 3-29-89

Teresa H Daniels



State of South Carolina,

TO

TITLE TO REAL ESTATE

Filed _____ day

of _____ A.D. 19____

at _____ o'clock _____ M.

and recorded in Book _____

Page _____, Fee, $_____

R. M. C. or Clerk Court C.P. & G. S.

_____ County, S.C.

Recorded this 9th day

of May, 1968

in Book _____ Page _____

Fee, $_____

Pauline J. Rogers

Auditor CHARLESTON County, S. C.

ON PROPERTY RECORD CARD

FILED, INDEXED & RECORDED
1968 MAY 19 PM 12:31
V174-21

3K V174 024

G. SIMMS McDOWELL
20 BROAD STREET
CHARLESTON, SC 29401

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

GRANT OF PERPETUAL EASEMENT

Whereas the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION (hereinafter called the Commission) is a body politic and corporate under the laws of the State of South Carolina and requires the easements hereinafter described and granted in connection with the construction of water distribution and sewage collection, treatment and disposal facilities; and

Whereas construction of the facilities is designed to occur within a community road whose boundaries are uncertain; and

Whereas the public records are not clear concerning what interest, if any, the adjoining landowners may have in the area covered by the permanent utility easement; and

Whereas FLORENCE COAKLEY and ROBERT COAKLEY, (hereinafter called the Grantors), to the extent that Grantors have any interest in the property covered by the permanent utility easement, is minded to grant such easement to the Commission for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of $ -0- to him in hand paid for the perpetual easement granted hereunder, at and before the sealing and delivery of these presents, by the Commission, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Commission, its successors and assigns forever, the following easement:

1. A perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of one or more underground sewer lines and/or one or more underground water lines over, under and upon the following described property:

ALL that strip of land located in Christ Church Parish, Charleston County, South Carolina designated as Parcel 1264 and described as follows: a permanent utility easement located generally within community roads known as John Ballam Road and unimproved Brentley Road and more fully shown on a plat prepared by E. M. Seabrook, Jr., Inc. entitled "PLAT OF PERMANENT UTILITY EASEMENTS OF VARIOUS WIDTHS SITUATE ON UNDEDICATED BRENTLEY ROAD UNDEDICATED McMANUS ROAD, JOHN BALLAM ROAD PUBLIC 50' RIGHT-OF-WAY AND DAVID GREEN ROAD PUBLIC 50' INGRESS-EGRESS EASEMENT ABOUT TO BE ACQUIRED BY MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION," (sheet 1), dated November 1, 1995, a copy of which is recorded in the RMC Office for Charleston County in Plat Book EB, Page 644 and which is made a part hereof and incorporated herein by reference.

This easement may cover a portion of the property conveyed to the Grantors by deed of Henry Bailem, Jr., et al. dated January 26, 1988 and recorded in the RMC Office for Charleston County in Book V-174, Page 21.

TMS#: 561-00-00-090

IT IS UNDERSTOOD AND AGREED that the easement above described is granted and accepted upon the following terms and conditions, to wit:

(a) The Grantor will make no use of the area occupied by said easement which is inconsistent with the uses and the purposes for which the easement has been granted, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds and other structures shall be placed upon the easement area at any time. In addition, the Grantor will not alter or modify the finished contours or physical makeup of the easement area, either by the placement or removal of materials, without the prior written consent of the Commission.

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(b) The Commission agrees that, in the event that it become necessary in the future to disturb the surface in order to effect maintenance, repair or replacement, it will promptly restore the surface, to the extent practicable, including leveling the surface and reseeding the grass; but nothing herein contained shall be construed to require the Commission to replace any shrubbery or trees.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, its successors and assigns.

And the Grantor does hereby bind himself and his successors, heirs, administrators and executors to warrant and forever defend all and singular the said premises unto the said Commissioners of Public Works of the Town of Mount Pleasant, South Carolina, its successors and assigns against him and his successors, heirs, administrators and executors lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantors hav hereunto set their Hands and Seals, this 8th day of January 1996.7

WITNESS:

Florence Coakley (L.S.)
Florence Coakley

Robert Coakley (L.S.)
Robert Coakley

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Florence Coakley and Robert Coakley sign, seal and, as their act and deed, deliver the within written instrument; and that (s)he with the other witness witnessed the execution and delivery thereof.

SWORN to before me this

8th day of January, 1998

(SEAL)

Notary Public for South Carolina

My commission expires: Notary Public, South Carolina State at Large My Commission Expires April 26, 2003

David Jennings

BK K 280 PG 302

10 K

4

FILED

K280-298

97 FEB 24 PM 3:26

CHARLIE C. LYBRAND
REGISTER
CHARLESTON COUNTY SC

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Exhibit 28

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BP1258918

PGS: 4

STATE OF SOUTH CAROLINA) QUITCLAIM DEED
) TITLE NOT EXAMINED
COUNTY OF CHARLESTON)

KNOW ALL PERSONS BY THESE PRESENTS, that in the State aforesaid, **LANELLE P. JOHNSON** (Grantor), in consideration of the sum of Ten and 00/100 Dollars ($10.00) in hand, paid at and before the sealing of these presents by **ANN BAILEM SIMMONS** (Grantee), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **ANN BAILEM SIMMONS**, her heirs and assigns forever, the following described real estate, to wit:

All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Pennington, P.E., and L.S., entitled "Plat of Land of John Ballam Estate located in the Liberty Hill area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK at Page 135, of the RMC Office for Charleston County.

Said property containing approximately 1.67 acres of land as shown as Lot 1 on the aforementioned plat.

Subject to the easements as shown on said plat.

BUTTING AND BOUNDING to the north on lands of Ballam, to the west on John Ballam Road and Lot 2, to the east on lands now or formerly of Mitchum and to the South on lands now or formerly of Howard McManus and McCaster.

TMS No.: 561-00-00-074

Grantee's address: 1430 Brentley Road,
Mt. Pleasant, SC 29464

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said **ANN BAILEM SIMMONS**, her heirs and assigns forever, so that neither **LANELLE P. JOHNSON**, her heirs or assigns, nor any other person or persons claiming under her shall at any time hereafter, by any way or to claim the same, or means have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof, forever.

IN WITNESS WHEREOF, **LANELLE P. JOHNSON**, has caused these presents to be executed this 17 day of June, in the year of our Lord Two Thousand Twenty-Four (2024).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE TO FOLLOW]

Date 5-8-25
Exhibit 28
Witness ANN B. Simmon

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

WITNESS # 1

BY: LANELLE P. JOHNSON

WITNESS #2 / NOTARY

STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT
)
COUNTY OF CHARLESTON)

Personally appeared before me the undersigned and made oath that he/she saw the within named Grantor, sign, seal and as her act and deed, deliver the within-written Quit-Claim Deed for the uses and purpose therein mentioned, and that he/she with the other witness subscribed above witnessed the execution thereof.

WITNESS # 1

SWORN to before me this
12th day of June, 2024.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 3/9/29

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property was transferred by LANELLE P. JOHNSON to ANN BAILEM SIMMONS on JULY 26, 2024.

3. Check one of the following: The deed is
   (A) [ ] subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (B) [ ] subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity , or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) [✓] exempt from the deed recording fee because (See Information section of affidavit): #12- QUIT-CLAIM (Explanation required)
   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
   If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
   Check Yes [ ] or No [ ]

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
   (A) [ ] The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
   (B) [ ] The fee is computed on the fair market value of the realty which is _____.
   (C) [ ] The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES [ ] or NO [ ] to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:
   (A) Place the amount listed in item 4 above here: 0.00
   (B) Place the amount listed in item 5 above here: 0.00
   (If no amount is listed, place zero here.)
   (C) Subtract Line 6(b) from Line 6(a) and place the result here: 0.00

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____.

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTEE.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Ann B. Simmons
Responsible Person Connected with the Transaction

Ann B. Simmons
Print or Type Name Here

Sworn to this 26th day of JULY 2024

Notary Public for SOUTH CAROLINA
My Commission Expires: JAN. 27, 2031

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
ANN B. SIMMONS
1430 BRENTLEY ROAD

MT. PLEASANT, SC 29464

RECORDED

Date:	July 26, 2024
Time:	12:46:05 PM

Book	Page	DocType
1258	918	Deed

Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:
JOHNSON LANELLE P

RECIPIENT:
SIMMONS ANN B

Original Book:

Original Page:

Note:

# of Pages:	4
Recording Fee	$ 15.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ 1.00
Chattel	$ -
TOTAL	$ 16.00

AUDITOR STAMP HERE
RECEIVED From ROD
Jul 30, 2024
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP RJB
DATE 07/31/2024

DRAWER	Drawer 8
CLERK	ANF

1258 Book
918 Page
07/26/2024 Recorded Date
4 # Pgs

Original Book
Original Page
D Doc Type
12:46:05 Recorded Time

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BK R 606PG509

No Title Examination by Campbell-Kelly Law, LLC or Amy Campbell Kelly

State of South Carolina)
) **QUIT CLAIM DEED**
County of Charleston)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, **Abraham Simmons**, in consideration of the sum of One ($1) Dollars, and in order to comply with the terms of my Divorce Decree, filed February 2, 2006 in Case# 2005-DR-10-4520, to me in hand paid before the sealing and delivery of these presents by Grantee (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto **Ann Bailem Simmons**, her heirs and assigns forever, the following described property :

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TMS # 561-00-00-074

Grantee's Address: 1430 Brentley Rd.
Mt. Pleasant, SC 29466

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises unto **Ann Bailem Simmons**, her heirs and assigns forever.

And the Grantor does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, said premises unto the said Grantees, their heirs and assigns forever, against itself and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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WITNESS our hands and seals this 22nd day of November, 2006.

Signed, sealed and delivered in our presence:

WITNESS

WITNESS

Abraham Simmons

State of South Carolina)
)
County of Charleston)

ACKNOWLEDGMENT

On this 22nd day of November, 2006, before me personally came the within named Grantor, **Abraham Simmons**, and acknowledged to me that he executed the foregoing Title to Real Estate; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Notary Public for South Carolina
My Commission Expires: 08-29-2015

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EXHIBIT A

All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston, as shown on a plat by by James G. Pennington, P.E., and L.S., entitled "Plat of Land of John Ballam Estate located in the Liberty Hall area of Christ Church Parish, Charleston County, South Carolina dated July 23, 1986, and recorded in Book BK at Page 135 of the RMC Office for Charleston County.

Said property containing approximately 1.67 acres of land and shown as Lot 1 on the aforementioned plat.

Subject to the easements as shown on said plat.

Butting and Bounding to the north on lands of Ballam, to the west on John Ballam Road and Lot 2, to the east on lands now or formerly of Mitchum and to the South on lands now or formerly of Howard McManus and McCaster.

Being the same property conveyed to Abraham Simmons and Ann Bailem Simmons by Deed from Henry Bailem, Jr., Rebecca Bailem Jefferson and Estelle Bailem Capers, dated December 21, 1987 and recorded December 23, 1987 in Deed Book H171, Page 779 in the RMC Office for Charleston County.

TMS No. 561-00-00-074

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BK R 606PG512

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred by Abrainara Simmons to Dwin Raelem Simmons

3. Check one of the following: The DEED is
   (a)_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b)_____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a
   (c) X EXEMPT from the deed recording fee because (exemption # 4, 5)
   (Explanation if required) Pursuant to Divorce Decree.
   (If exempt, please skip items 4-6, and go to item 7 of this Affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 0.
   (b)_____ The fee is computed on the fair market value of the realty which is $_____.
   (c)_____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES___ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The DEED Recording Fee is computed as follows:
   (a) $ 10 the amount listed in item 4 above.
   (b) _____ the amount listed in item 5 above (no amount place zero)
   (c) $ 10 Subtract Line 6(b) from line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both

Grantor, Grantee, or Legal Representative connected with this transaction

_____

Print or type name here:
Abrainara Simmons

Sworn to before me this 22d day of November 2006

_____
Notary Public for South Carolina
My Commission Expires: 06-22-2015

BK R 606PG513

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

FILED

November 27, 2006

8:50:32 AM

BK R 606PG509

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Campbell-Kelly Law LLC

802-B Johnnie Dodds Blvd.
Mt. Pleasant SC 29464

DESCRIPTION	AMOUNT Q/Claim
Recording Fee	$ 10.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	
TOTAL	$ 10.00

$ Amount (in thousands).

DRAWER:

B - ECP

RECEIVED FROM RMC
NOV 29 2006
PEGGY A MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP
DATE NOV 29 2006

DO NOT STAMP BELOW THIS LINE

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H171/779

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State of South Carolina,

WHEREAS, John Ballaam, also known as JOHN BAILEM, died seized and possessed of the below described property in 18__; and

WHEREAS, he was survived only by his son, Henry Ballaam a/k/a Henry Bailem, who was born in 1895 and died intestate on or about September 25, 1970, seized and possessed of the below described property, and survived by his wife, Harriett, his sons, Henry, Jr., and John, and his daughters, Rebecca B. Jefferson and Estelle B. Capers; and

WHEREAS, Harriett Ballaam a/k/a Harriett Bailem died on or about October 10, 1978, intestate, leaving as her sole surviving heirs, her son, Henry, Jr., and her daughters Rebecca and Estelle; and

WHEREAS, John Ballaam a/k/a John Bailem predeceased his mother, Harriett, by six months dying in 1978 intestate and leaving as his sole surviving heir his wife, Maggie B. Ballaam a/k/a Bailem; who has since died on or about _____, and that she and John Ballaam a/k/a John Bailem left no issue surviving; and

WHEREAS, the aforementioned surviving heirs of John Ballaam a/k/a John Bailem now wish to convey all of their right, title and interest in and to the below described property to Abraham Simmons and Ann Bailem Simmons;

KNOW ALL MEN BY THESE PRESENTS, THAT

HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and ESTELLE BAILEM CAPERS

in the State aforesaid _____ in consideration of the sum of

Five Dollars ($5.00)----------DOLLARS,

and love and affection

to _____ in hand paid at and before the sealing of these presents by _____

ABRAHAM SIMMONS and ANN BAILEM SIMMONS

in the State aforesaid _____ the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said ABRAHAM SIMMONS and ANN BAILEM SIMMONS, their heirs and assigns, the following described property, to-wit:

All that lot, piece, parcel or tract of land, situate, lying and being in the County of Charleston as shown on a plat by James G. Penninton, P.E. and L.S., entitled "Plat of lands of John Ballam Estate located in the Liberty Hill Area of Christ Church Parish, Charleston County, South Carolina, dated July 23, 1986, and recorded in Book BK, Page 135, of the RMC Office for Charleston County."

Said property containing approximately 1.67 acres of land and shown as Lot 1 on the aforementioned plat.

Subject to the easements as shown on said plat.

BEING AND BOUNDING to the north on lands of Ballam, to the west on John Bailem Road and Lot 2, to the east on lands now or formerly of Mitchum and to the south on lands now or formerly of Howard McManus and McCaster.

TMS #611-00-00-074

Grantee's address: 1430 Brantley Road, Mt. Pleasant, SC 29464

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BKH 1717/780

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said ABRAHAM SIMMONS and ANN BAYLEN SIMMONS, their Heirs and Assigns forever.

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BKH 171P691

Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said ABRAHAM SIMMONS and ANN BAILEM SIMMONS, their

Heirs and Assigns, against _____ and _____ Heirs, and all persons whomsoever _____ lawfully claiming, or to claim the same or any part thereof.

WITNESS OUR Hand S and Seal S this 21 day of December in the year of our Lord one thousand nine hundred and eighty-seven and in the two hundred and eleventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Henry Bailem (L. S.)
HENRY BAILEM, JR.

(her mark) Rebecca Bailem Jefferson
REBECCA BAILEM JEFFERSON

Estelle Bailem Capers (L.S.)
ESTELLE BAILEM CAPERS

The State of South Carolina,

Charleston County.

PERSONALLY appeared before me first witness and made oath that he/she saw the within named HENRY BAILEM, JR., REBECCA BAILEM JEFFERSON and ESTELLE BAILEM CAPERS sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with second witness witnessed the execution thereof.

SWORN to before me, this 21 day of December A.D. 19 87

(SEAL)
Notary Public of South Carolina
My Commission Expires: 3-29-89

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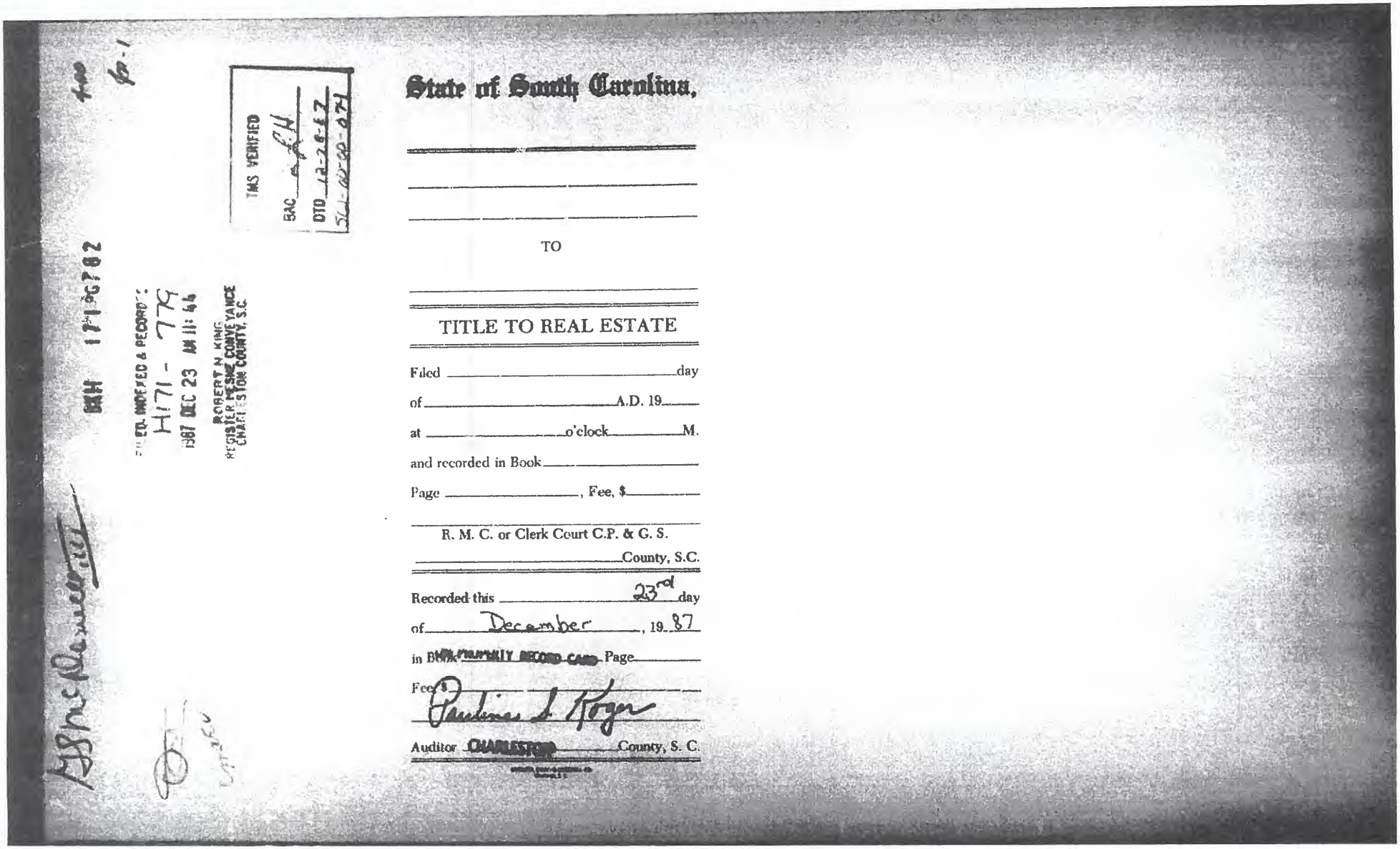
ROA0603



TMS VERIFIED
BAC
DTD 12-28-87

BK H 171 PG 702

FILED AND RECORDED
H171 - 774
1987 DEC 23 AM 11:44
ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

State of South Carolina,

TO

TITLE TO REAL ESTATE

Filed _____ day

of _____ A.D. 19____

at _____ o'clock _____ M.

and recorded in Book _____

Page _____, Fee, $_____

R. M. C. or Clerk Court C.P. & G. S.

_____ County, S.C.

Recorded this 23rd day

of December, 19 87

in BOOK PROPERTY RECORD CARD Page _____

Fee $ _____

Pauline S. Koger

Auditor CHARLESTON County, S. C.

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

GRANT OF PERPETUAL EASEMENT

Whereas the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION (hereinafter called the Commission) is a body politic and corporate under the laws of the State of South Carolina and requires the easements hereinafter described and granted in connection with the construction of water distribution and sewage collection, treatment and disposal facilities; and

Whereas construction of the facilities is designed to occur within a community road whose boundaries are uncertain; and

Whereas the public records are not clear concerning what interest, if any, the adjoining landowners may have in the area covered by the permanent utility easement; and

Whereas ABRAHAM SIMMONS and ANN BAILEM SIMMONS, (hereinafter called the Grantors), to the extent that Grantors have any interest in the property covered by the permanent utility easement, is minded to grant such easement to the Commission for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of $ _____ to him in hand paid for the perpetual easement granted hereunder, at and before the sealing and delivery of these presents, by the Commission, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Commission, its successors and assigns forever, the following easement:

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1. A perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of one or more underground sewer lines and/or one or more underground water lines over, under and upon the following described property:

ALL that strip of land located in Christ Church Parish, Charleston County, South Carolina designated as Parcel 1263 and described as follows: a permanent utility easement located generally within a community road known as John Ballam Road and more fully shown on a plat prepared by E. M. Seabrook, Jr., Inc. entitled "PLAT OF PERMANENT UTILITY EASEMENTS OF VARIOUS WIDTHS SITUATE ON UNDEDICATED BRENTLEY ROAD UNDEDICATED McMANUS ROAD, JOHN BALLAM ROAD PUBLIC 50' RIGHT-OF-WAY AND DAVID GREEN ROAD PUBLIC 50' INGRESS-EGRESS EASEMENT ABOUT TO BE ACQUIRED BY MOUNT PLEASANT WATERWORKS AND SEWER COMMISSION," (sheet 1), dated November 1, 1995, a copy of which is recorded in the RMC Office for Charleston County in Plat Book EB, Page 64 and which is made a part hereof and incorporated herein by reference.

This easement may cover a portion of the property conveyed to the Grantors by deed of Henry Ballam, Jr., et al. dated December 21, 1987 and recorded in the RMC Office for Charleston County in Book H-171, Page 779.

TMS#: 561-00-00-074

IT IS UNDERSTOOD AND AGREED that the easement above described is granted and accepted upon the following terms and conditions, to wit:

(a) The Grantor will make no use of the area occupied by said easement which is inconsistent with the uses and the purposes for which the easement has been granted, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds and other structures shall be placed upon the easement area at any time. In addition, the Grantor will not alter or modify the finished contours or physical makeup of the easement area, either by the placement or removal of materials, without the prior written consent of the Commission.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

(b) The Commission agrees that, in the event that it become necessary in the future to disturb the surface in order to effect maintenance, repair or replacement, it will promptly restore the surface, to the extent practicable, including leveling the surface and reseeding the grass; but nothing herein contained shall be construed to require the Commission to replace any shrubbery or trees.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, its successors and assigns.

And the Grantor does hereby bind himself and his successors, heirs, administrators and executors to warrant and forever defend all and singular the said premises unto the said Commissioners of Public Works of the Town of Mount Pleasant, South Carolina, its successors and assigns against him and his successors, heirs, administrators and executors lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their Hands and Seals, this 2nd day of January, 1987.

WITNESS:

(L.S.)
Abraham Simmons

(L.S.)
Ann Bailem Simmons

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Abraham Simmons and Ann Bailem Simmons sign, seal and, as their act and deed, deliver the within written instrument; and that (s)he with the other witness witnessed the execution and delivery thereof.

SWORN to before me this

16th day of January, 1996

(SEAL)

Notary Public for South Carolina

My commission expires: Notary Public, South Carolina State at Large My Commission Expires April 26, 2003

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David Jennings

BK K 280PG297

FILED

K280-293

97 FEB 24 PM 3:26

CHARLIE C. LYBRAND
REGISTER
CHARLESTON COUNTY SC

10.00
A

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STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON NINTH JUDICIAL CIRCUIT

- - -

Henry Bailem, IV,	:	CASE NO.:
	:	2023-CP-10-00947
Plaintiff,	:	
	:	
vs.	:	
	:	
County of Charleston and Town of Mount Pleasant,	:	
	:	
Defendants.	:	

DEPOSITION OF JAMES G. PENNINGTON

DATE TAKEN: WEDNESDAY, DECEMBER 6, 2023
TIME BEGAN: 10:07 A.M.
TIME ENDED: 12:22 P.M.
LOCATION: LAW OFFICE OF ROBERT M. TURKEWITZ, LLC
768 ST. ANDREWS BOULEVARD
CHARLESTON, SOUTH CAROLINA 29407

REPORTED BY: DEIRDRE J. WEYER, RPR
SPECTRUM COURT REPORTING SERVICES
P.O. BOX 1296
MT. PLEASANT, SOUTH CAROLINA 29202

APPEARANCES:

LAW OFFICE OF ROBERT TURKEWITZ
BY: ROBERT M. TURKEWITZ, ESQUIRE
MS. HAUCK, LEGAL ASSISTANT
768 St. Andrews Boulevard
Charleston, South Carolina 29407
843.628.7868
rob@rmtlegal.com

and

KNOWLES LAW FIRM, P.C.
BY: BRIAN M. KNOWLES, ESQUIRE
MARTINA KNOWLES, PARALEGAL
768 St. Andrews Boulevard
Charleston, South Carolina 29407
843.810.7596
brian@knowlesinternational.com
Representing the Plaintiff

CHARLESTON COUNTY GOVERNMENT
BY: BERNARD E. FERRARA, JUNIOR, ESQUIRE
BY: BRITTNEY M. DARNELL, ESQUIRE
BY: MARC G. BELLE, ESQUIRE
4045 Bridge View Drive
North Charleston, South Carolina 29405-7564
843.958.4014
bferrara@charlestoncounty.org
bdarnell@charlestoncounty.org
mbelle@charlestoncounty.org
Representing the Defendant County of Charleston

TOWN OF MOUNT PLEASANT
BY: JAMES WARD, ESQUIRE
IN-HOUSE COUNSEL
100 Ann Edwards Lane
Mt. Pleasant, South Carolina 29464
843.849.2020
jward@tompsc.com
Representing the Defendant Town of Mount Pleasant

ALSO PRESENT:
Henry Bailem, IV
Diane Jefferson
Diane Jefferson

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

I N D E X

EXAMINATION	PAGE
By Mr. Turkewitz	5, 78
By Mr. Ward	38, 106
By Ms. Darnell	50, 108
By Mr. Ferrara	56
By Mr. Belle	77
By Mr. Knowles	82, 108
Certificate of Reporter	113

E X H I B I T S

EXHIBIT	DESCRIPTION	MARKED
1	Subpoena	5
2	Sample Engineering Billing Statement Dated 5/19/1986	10
3	Plat of Lands of John Bailem Estate Recorded 3/6/1986	12
4	Plat	14
5	Plat	17
6	Subdivision Approval Application History Sheet Dated 8/11/1986	24
7	Plat Dated 7/23/1986	27
8	Charleston County Council Letter Dated 10/10/1986	31
9	Agenda and Worksheet Dated 9/9/1986	33

9 Agenda and Worksheet Dated 9/9/1986 33

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

E X H I B I T S (CONT'D)

EXHIBIT	DESCRIPTION	MARKED
10	Collection of Color Photographs	37
11	Plat	45
12	Plat	47

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

- - -

JAMES G. PENNINGTON,

after having been first duly sworn, was examined and testified as follows:

- - -

EXAMINATION

- - -

BY MR. TURKEWITZ:

Q Good morning, Mr. Pennington. How are you today?

A Okay.

MR. TURKEWITZ: I'm going to go ahead and introduce the Subpoena as Exhibit 1.

(Exhibit Number 1 was marked for identification.)

BY MR. TURKEWITZ:

Q Mr. Pennington, good morning. We're here today just to take your deposition in a case involving a family, the Bailem family in Mt. Pleasant. And they own property there and it's relating to some -- your deposition is relating to some plats that you did --

A Okay.

Q -- and maybe submitted to the county.

So I just handed you the Subpoena, and it asked you to bring any and all documents that you

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Diane Jefferson must have been pretty young at this time. How old were you at this time?

A Jeez. You asked me a hard question right off the bat. Let's see --

Q Let me ask you, what is your birth date?

A '53.

Q Okay. 1953. So this would have had you at, what, 33?

A Sounds like good math to me.

Q Okay. And this billing statement is to Diane Jefferson; is that correct?

A Yes, it is.

Q Is that your handwriting, by the way?

A It looks like my handwriting, as sloppy as it is, but it is.

Q Okay. And it says, "Survey of two lots located off of Six Mile Road, Mt. Pleasant, Estate of Harriet Bailem; is that right?

A That's correct.

Q And it's for $375 and it mentions that it was paid in full; is that correct?

A That's correct.

Q Okay. Do you have any recollection at all of doing this work?

A No.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

mortgage survey.

Q Right.

A I'm not sure.

Q Okay. Let me ask you, I'm going to represent to you that the Bailem family wished to divide this whole lot into five lots. And do you see five lots on this survey?

A Yes, I do.

Q Okay. And do you see also -- we talked about the leg for the ingress-egress. Do you see that there's a leg for each one of these lots except for the front lot?

A Yes.

Q Okay. And that was intended -- well, you could certainly conclude that that's intended so that all of these lots have access to Six Mile Road; is that right?

A That's correct.

Q Okay. And then on the right side, it says, "We hereby ded." What would that be?

A I'm not sure what that's...

Q Is that your handwriting?

A No.

Q Okay.

A Somebody else wrote that on later.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

to the property owners?

A Yeah. That's what it says.

Q To the use of the property owners?

A Yeah.

Q Okay. And if you look down below, there's signature lines. Do you see that?

A I see three lines.

Q If you look, there's actually a fourth down at the very bottom of that.

A Oh.

Q Do you see that?

A Yeah, I see the name, not a line actually, but, you know.

Q Right. And it's hard to see, but do you see there's some indication that there are signatures there?

A There are.

Q Okay. Can you read those signatures?

A Oh, the signatures? Not really.

Q Let me -- I have a magnifying glass here if you want to use it to --

A No, I don't need a magnifying glass. I mean, there's a faint outline, very faint, of something there.

Q Okay. Something there, but do

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

you -- looking at it, does it appear to be that -- does it appear to be letters to you?

A It's really hard to tell.

Q But those are signature lines, correct?

A Yes.

Q Okay. And there is some -- there is some -- something there?

A There's something there.

Q Okay. Let me just look at it real quick.

All right. I think you should look at it with the light. That might help.

A Seems like there could be a specialist that could do this. I mean, I'm a surveyor not a --

Q You can hold it if you want.

A Huh?

Q You can hold this if you want.

A There may be some lines in there. I'm not positive.

Q Okay. Is it possible that those are signatures based on what you're looking at?

A It could be. I don't know what it is.

Q Okay. Now, when you talk about easements or ingress-egress easements, what's the difference between a easement that's dedicated to property owners that's a private easement and a public

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

only approve it as a private easement, then it is a private easement; is that right? Would you agree with that?

A I'm not quite sure what you're saying.

Q Well, we can look at the documents and maybe -- let me ask you, are you -- do you consider yourself an expert on that issue of something being a private easement versus being a public easement?

A No.

Q Okay.

MR. TURKEWITZ: Let's go ahead and have this marked as Exhibit 7.

(Exhibit Number 7 was marked for identification.)

BY MR. TURKEWITZ:

Q Mr. Pennington, I've just handed you what's been marked as Exhibit 7.

A Okay.

Q Do you recognize this document?

A No.

Q Well, this -- let me ask you, is this a plat that's dated July 23, 1986, prepared by you?

A Let's see. Yes.

Q Okay. And this plat shows that it was submitted to the county, is that correct?

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A That's correct.
Q Okay. And it says on here -- it shows the five lots; is that right?
A Yes.
Q And it shows the right-of-way -- ingress-egress right-of-way; is that correct?
A That's correct.
Q Let me ask you, what do you recall? Do you recall anything about this being prepared and being signed by the owners?
A No.
Q Okay. There are three signatures on the right. Do you see it?
A Yes.
Q Do you have any recollection at all whatsoever of those individuals signing it?
A No.
Q Okay. One is Henry Bailem. Another person is Rebecca Jefferson. The other person is Estelle Capers. Do you see that?
A I see the three names.
Q Okay. And it says on there in the dedication, "We hereby dedicate this 50-foot road right-of-way for the use of the public forever. We hereby dedicate this 20-foot drainage easement to the

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BY MR. TURKEWITZ:

Q Well, certainly the customer is the one who knows what they want, right?

A Right. If the developer asked me to do a certain job for them, they tell me how they want it done, then that's what I do, right.

Q Okay.

MR. TURKEWITZ: Let's just take a brief break and then I may not have any other questions, and then the other lawyers will have an opportunity to ask you questions.

(A break was taken from 10:46 a.m. to 10:49 a.m.)

BY MR. TURKEWITZ:

Q Mr. Pennington, we've looked at the plat that was marked as Exhibit 7. That was the one that was submitted and approved. How could it be approved -- have you ever done a plat that was submitted for a public easement or at least that said "public easement" on the plat and it was only approved for -- as a private easement?

A Not that I can remember, no.

Q Okay. Do you have any idea why it was not approved as a private -- as a public easement?

A I have no idea.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

THE WITNESS: I'm a little embarrassed that y'all have a bigger file than I had, but it just got lost over time. Today, everybody has to have a file, computer files, CAD files, you know.

BY MR. WARD:

Q Okay. I'm going to start with what has been marked as Exhibit 4 that you were presented with earlier. And the date, I think you said earlier, was a little bit unclear to see. But based on your review of this plat right now, can you tell if this plat was recorded or was approved by the county?

A No, it wasn't.

Q Okay. And then the -- this -- I think you testified to this earlier, but this signature block that says, "We hereby ded," that was not drafted by you and is it signed?

A No.

Q And then the next I'm going to go to what has been already marked as Exhibit 5. And again, you testified that this was a plat dated -- let me find the date.

A I can't read it.

Q Can you tell what date this plat is?

A No.

Q Okay. And there's some language at the

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

very top left of this plat that says, "void." Did you write that or do you know who wrote that?

A I have no idea.

Q Does that look like your handwriting?

A No.

Q Okay. Again, was this plat, can you tell by looking at it now, was this recorded with the -- with Charleston County?

A No. This is something rough.

Q Okay.

A This is a rough.

Q So this is a rough draft of the --

A Right.

Q -- of the plat?

And you gave some testimony a little bit about there potentially being a signature under this dedication language in the bottom right corner. Do you know whose signature that is? Can you identify it --

A No.

Q -- if there is a signature?

A Not at all.

Q Okay. And then do you know if the signatures of the persons who own this property are on this dedication language?

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A I have no idea.

Q Okay. Go now to -- now we'll go to what has already been marked as Exhibit 7. Based on your review of this plat, was this plat recorded with the Charleston County register of deed?

A Yes, it was.

Q Okay. And was the plat approved and signed by -- looks like the Charleston County Council as well as the Charleston County Planning Board?

A Yes.

Q And you can also see up here on the right under the dedication language, that was signed by what appears to be the property owners or what would be the property owners based on your review, correct?

A That's what it looks like.

Q Okay.

MR. KNOWLES: Object to the form on that last question.

BY MR. WARD:

Q Now, based on your review of this plat, Number 7, can you tell if there is other property owners that may could use what's marked as John Bailem Road 50-foot right-of-way as access to Six Mile Road?

A Do you want my opinion? I just don't

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

about your interactions with the Bailem family. So do you recall who contacted you about surveying the land of John Bailem Estate?

A No.

Q Okay. If the Bailem family only wanted to subdivide the land, if that was their intent, which is to subdivide the land, would a dedication statement be necessary on the plat?

A Well, all we can do is what's required by the -- to get -- for the process through the county or the city or... So would it be necessary to put a dedication statement on there? I've seen them without dedication statements, but I would say it establishes the right-of-way -- for Charleston County, I would say that's probably one of their requirements, but I'm not sure back then.

Q Okay. After you create -- after the final plat is created for your client, is it typical for you to review that plat with the -- with your client, with the property owner, to make sure it was accurate?

A Right. The owner would have to approve it before we would continue.

Q Okay. Is it your typical practice that if there was a dedication statement drafted that you

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

would have them proof that statement to make sure it was accurate before they signed?

A Do I make a point of them approving the statement to sign it?

Q (Nods head.)

A No. That's up to their -- I mean, we just provide them with the document and then they give it back to us. They approve the -- if they approve the document, then they give it to us and then we resubmit it.

Q Okay. Do you typically witness your clients sign the dedication statement or --

A No.

Q -- anything like that?

No? Okay. Can you recall the Bailem family raising any concerns to you regarding the plat?

A No. No.

Q Okay. Can you recall if it was your belief that John Bailem Road was to become a public road when you --

A I have no idea.

Q -- conducted this?

Do you recall when you last communicated with the Bailem family?

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A Nope.

Q Can you recall the Bailem family ever contacting you about the error -- the error with the dedication statement --

A No.

Q -- raising that concern?

Has the Bailem family ever sought any relief from you for the alleged incorrect dedication statement on this plat?

A No.

Q Okay.

MS. DARNELL: Marc, Bernie, do you guys have anything you'd like to add?

MR. FERRARA: Yeah, I'd like to have a couple of questions.

MS. DARNELL: Okay.

- - -

EXAMINATION

- - -

BY MR. FERRARA:

Q I'm looking at -- I believe this is Plaintiff's Exhibit Number 4; is that correct?

A I'm sorry?

Q Is that Plaintiff's Exhibit 4?

A No.

MR. TURKEWITZ: It's Exhibit 5.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Q And is it clear that they did not have to have it as a public right-of-way in order to do that? It could have been done with a private easement or right-of-way?

A And be approved and recorded at the RMC office?

Q Right.

A Well, there's other people involved then, I mean.

Q Right.

A I don't -- all we -- we're just a tool for people to use. They can decide how they want to do it, put whatever statement they want us to put on there, we can do it, put it on there, submit it. If they want it recorded, submit it to the county or wherever we may be and have them approve it.

Q But you know that -- from your work that you've done, you know that it did not have to be a public right-of-way in order for them to have the ingress-egress approved by the county?

A I would say no, it wouldn't have had to been public.

Q Okay.

A I don't think that there were any rules back then about public or private.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A Do they scan and make copies and all that? Do they have a big warehouse full of this stuff? I don't know.

Q Would they ever have a copy of the mylar you're talking about?

A No. That was for me to use to make copies.

Q All right. Take a look at Plaintiff's Exhibit 8. This letter that we've talked about, October 10th, 1986, from Charleston County Council to you.

A Okay.

Q Where is this plat that they're referencing in the letter?

A That's Exhibit 7.

Q That's not Exhibit 7.

A Oh, it's not?

Q Maybe you need to read it again. What is -- particularly as you can figure out, we're here today about this dedication over the road, whether it's public or private.

A Uh-huh.

Q What did County Council approve to be recorded as the dedication?

A Well, according to this letter, they

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

approved the 20-foot-wide drain ditch shown on the plat.

Q What's the last sentence of the first paragraph say?

A "Will be dedicated to the property owners."

Q What will be?

A The right-of-way. The 50-foot right-of-way.

Q Okay. So where is that plat that represents that?

A It's this plat.

Q Which plat?

A Exhibit 7.

Q Is that what the dedication says?

A No.

Q So you recorded a plat that was not approved by County Council?

A Apparently so.

Q So what takes precedent, what County Council approved, what the homeowners' intent was, or what you --

A I don't --

Q -- recorded?

A I don't know.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

dedicated to the property owners?

MR. FERRARA: Object to form.

THE WITNESS: I understand what you're saying. Right, there's a difference. A difference that's very important today with a difference at this time that probably it was not.

BY MR. KNOWLES:

Q So would you consider your dedication a scrivener's error?

A I'm not sure what happened.

Q Okay. So what I'm asking you, if they wanted to hire you today to correct -- if you called this a scrivener's error, to correct -- to reflect what County Council approved in 1986 and reflect what the homeowners' intent was, would you be able to do that?

MR. WARD: Object to the form.

THE WITNESS: I would have -- anything you submit today has to be whatever today's standards. They have changed. You know, everything's changed. So I don't --

BY MR. KNOWLES:

Q I'm saying correct --

A I'm not sure that they would accept this as a -- no, I'm not sure that they would.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Q Why is that?
A Well, you know, there's statutes of limitations and things, so I don't know.
Q Statute of limitations?
A Sure. Everything is statute of limitations, isn't it? You're a lawyer.
Q You're arguing statute of limitations with me? That's not even an answer to my question.
A You're saying, well, I don't want this. I want to change it.
Q All I was --
A You're saying you want me to change this. I'm saying why change something that's 35 years old. I mean, it's not, you know --
Q It's not what was approved by County Council. You can't --
A Oh, well.
Q -- a scrivener's error and record a new plat?
A No.
Q You can't do that? Tell me why?
A I can do that.
Q Okay.
A But I would have --
Q What are you talking to me about statute

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

regarding what has been done on this plat?

A Rely on the plats.

Q Okay.

A I do.

Q Okay. And assuming that that John Bailem Road is a private road -- we do not believe it is, but assuming it is, who would be responsible for constructing the road?

A The property owners.

Q Who would be responsible for maintenance of the road?

A Today you would have to -- you'd have to build a road to the standards, to whatever standards, county standards or city standards, and then they would take over maintenance.

Q Okay. And based in the dedication language that's on the Exhibit 7, who would be responsible for any drainage issues that are occurring on this road?

A Typically, it's public works.

Q Okay. That's all I have.

MS. DARNELL: I just have two very short questions too.

THE WITNESS: All right.

///

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

A That's right.
Q So where is that plat?
A This is it.
Q That's --
MR. FERRARA: And you're referring to Plaintiff's Exhibit 7, correct?
THE WITNESS: That's correct, Exhibit 7.
MR. FERRARA: Okay.
BY MR. KNOWLES:
Q So you think Plaintiff's Exhibit 7 is what Charleston County Council approved to be recorded?
A Yes. Let's see. It's application number 11829. Let's see. 11829.
Q How does, again, Plaintiff's Exhibit 7 not contradict with what County Council approved in --
A Well, one of them's dedicated to the public and one's dedicated to the property owners.
Q And County Council explicitly said --
MR. FERRARA: Object to the form.
BY MR. KNOWLES:
Q -- on Exhibit 8, the October 10, 1986, letter.
A Let me see this.
Q All right. Let me back up. Exhibit 9.
A Oh. This is Exhibit 9. Okay.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

I, Deirdre J. Weyer, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the witness in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and location therein stated; that the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription; that the foregoing is a full, complete, and true record of the testimony of the witness and of all objections made at the time of the examination; and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself/herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 3rd day of January 2024, at Moncks Corner, Berkeley County, South Carolina.

Deirdre J. Weyer, RPR
My Commission Expires:
June 26, 2033

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 31

ELECTRONICALLY FILED - 2023 May 23 8:36 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

884-6047

Subdivision Application

OFFICE USE ONLY
DATE RECEIVED _____
APPLICATION NO. _____
RECEIPT NO _____
TYPE OF APP _____

1. APPLICANT Mr & Mrs Michael S. Jefferson SR.
   MAILING ADDRESS 1203 HARPYLAND BLVD.
   MT. PLEASANT S.C. 29464
   PHONE 884-4036 or 884-7558
2. PRESENT OWNER John BALLAM ESTATES
   MAILING ADDRESS SAME AS ABOVE
   ZIP CODE 29464
3. LOCATION (PARISH) OF PROPERTY Brenticy Rd off of Rifle Range Rd.
4. TAX MAP NUMBER 561-00-00-060
5. NUMBER OF LOTS 5 TOTAL ACREAGE 10
6. IS PUBLIC WATER AVAILABLE (YES) (NO)
   IS PUBLIC SEWER AVAILABLE (YES) (NO)
7. ORIGINAL (OR MYLAR COPY) SUBMITTED (YES) (NO)

TO ELIMINATE UNNECESSARY DELAYS,
PLEASE REMEMBER TO PLACE TIE DISTANCE ON PLAT!

STAMPED ORIGINAL MAY BE RELEASED TO:
DIANE OR MICHAEL JEFFERSON

COMMENTS: SENT TO APPLICANT ☐
LEFT IN SURVEYOR'S BOX ☐

Exhibit 33

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Charleston, S. C.
October 7, 1986

A regular meeting of the County Council of Charleston County was held this 7th day of October, 1986, at 7:00 p. m. in Council Chambers, O. T. Wallace County Office Building, #2 Courthouse Square, Charleston, S. C.

Present at the meeting were the following members of council: Lonnie Hamilton, III, Vice Chairman, who chaired the meeting, William G. Henderson, Elizabeth M. Kerrison, Linda S. Lombard, Burnet R. Maybank, Dr. Charles T. Wallace, and Dr. C. C. Wannamaker. Absent: Chairman Robert L. Clement was on vacation, and William L. Kennedy was away on business.

Also present were: Messrs. William A. C. Furtwangler, County Administrator, David H. Frank, Director of Planning, A. Arthur Rosenblum, County Attorney, and James L. Bridges, Deputy County Attorney.

Mr. Maybank gave the invocation; Dr. Wallace led in the pledge of allegiance to the flag, and the chairman and introduced the members of council and staff.

Dr. Wannamaker moved for approval of the minutes of the meeting of September 16, 1986, seconded by Mr. Maybank, and adopted.

The clerk reported that in compliance with the Freedom of Information Act, notices of meetings and agenda were mailed to all news media.

Mr. Hamilton recognized Neil Devechio and Gerard Pacino, two students from Stall High School, who were observing the council meeting as part of their school's program of government and the upcoming elections. He also recognized Ms. Brumgardt, student of Middleton High School, who was present to observe county government in action.

TAX ANTICIPATION NOTES
James Island PSD
Ordinance
2nd read.

An ordinance for the issuance of Tax Anticipation Notes in the amount of $400,000 for the James Island Public Service District was given second reading by title only.

AN ORDINANCE

APPROVING THE ACTION TAKEN BY JAMES ISLAND PUBLIC SERVICE DISTRICT TO ISSUE AND SELL NOT EXCEEDING $400,000 OF TAX ANTICIPATION NOTES TO BE DATED AS OF THE DATE OF THEIR DELIVERY AND TO MATURE JANUARY 9, 1987.

The chairman called for a roll call vote on the second reading of the ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Col. Henderson	-	aye
Mr. Kennedy	-	absent
Mrs. Kerrison	-	aye
Ms. Lombard	-	aye
Mr. Maybank	-	aye
Dr. Wannamaker	-	aye
Dr. Wallace	-	aye
Mr. Clement	-	absent

The vote being seven (7) ayes, no (0) nays, and two (2) absent, the chairman declared the ordinance to have passed second reading.

INDUSTRIAL REVENUE BONDS Coburg Dairy Public Hearing

Notice of a public hearing was given to afford an opportunity for interested individuals to express their views prior to final action by Charleston County on the issuance of Industrial Revenue Bonds in the amount of $5,000,000 for the Coburg Dairy, Inc. Project. The chairman asked if there was anyone present who wished to speak to the issue; hearing none, the chairman declared the public hearing closed.

Ordinance 2nd reading

An ordinance authorizing issuance of Industrial Revenue Bonds in an amount not exceeding $5,000,000 for the Coburg Dairy, Inc. Project was given second reading by title only.

AN ORDINANCE

AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $5,000,000 CHARLESTON COUNTY, SOUTH CAROLINA, INDUSTRIAL REVENUE BONDS, (COBURG DAIRY, INC. PROJECT), PURSUANT TO CHAPTER 29, TITLE 4, VOLUME 1, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN CHARLESTON COUNTY AND COBURG DAIRY, INC., AN ASSIGNMENT OF LOAN AGREEMENT BY CHARLESTON COUNTY TO THE PURCHASER OF THE BONDS, A MORTGAGE AND SECURITY AGREEMENT BETWEEN COBURG DAIRY, INC. AND CHARLESTON COUNTY, AND AN ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT BY CHARLESTON COUNTY TO THE PURCHASER OF THE BONDS; AND OTHER MATTERS RELATING THERETO.

The chairman called for a roll call vote on the second reading of the ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Col. Henderson	-	aye
Mr. Kennedy	-	absent
Mrs. Kerrison	-	aye
Ms. Lombard	-	aye
Mr. Maybank	-	aye
Dr. Wannamaker	-	aye
Dr. Wallace	-	aye
Mr. Clement	-	absent

The vote being seven (7) ayes, no (0) nays, and two (2) absent, the chairman declared the ordinance to have passed second reading.

An ordinance to amend Ordinance No. 138 was given third reading by title only.

ZONING Ordinance to amend Ord. 138 3rd reading

AN ORDINANCE NO. 618

TO FURTHER AMEND ORDINANCE NO. 138 OF THE COUNTY COUNCIL OF CHARLESTON COUNTY ENTITLED "ZONING ORDINANCE FOR CHARLESTON COUNTY, SOUTH CAROLINA. AN ORDINANCE (1) DIVIDING THE UNINCORPORATED PORTIONS OF THE COUNTY INTO DISTRICTS AND ESTABLISHING THE BOUNDARIES THEREOF; (2) REGULATING AND RESTRICTING THE LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND, AND THE USE AND CONDITIONS OF USE OR OCCUPANCY OF BUILDINGS, STRUCTURES AND LAND FOR COMMERCE, TRADE, MANUFACTURING RESIDENCE RECREATION, TRANSPORTATION, AGRICULTURE, AND OTHER USES WITHIN THOSE DISTRICTS; (3) REGULATING AND RESTRICTING THE INTENSITY OF SUCH USES; (4) REGULATING AND RESTRICTING THE HEIGHTS AND SIZE OF STRUCTURES, AND THE SIZE OF YARDS, COURTS AND OTHER OPEN SPACES; (5) REGULATING AND RESTRICTING THE DENSITY OF POPULATIONS; (6) DEFINING CERTAIN TERMS USED HEREIN; (7) PROVIDING FOR THE METHOD OF

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Zoning Ordinance (cont'd)

ADMINISTRATION AND AMENDMENT; (8) DEFINING THE POWERS AND DUTIES OF THE BOARD OF ADJUSTMENT WITH RESPECT TO THIS ORDINANCE; (9) REPEALING CONFLICTING ORDINANCES; AND (10) FOR OTHER PURPOSES."

BE IT ORDAINED by the County Council of Charleston County:

SECTION 1: That a section of Ordinance No. 138, specifically the official zoning map of Charleston County, be further amended as follows:

GRID MAP NO.2000-1 Edisto Island; Northwest corner of Palmetto Road and Highway 174.

1918-C (a) 2.84 acres Change from a General Agriculture (AG) District to a Community Shopping (CC) District.
(TM#023-00-00-portion of 051)

(b) 0.05 acres Change from a Community Shopping (CC) District to a General Agriculture (AG) District.
(TM#023-00-00-portion of 050)

SECTION 2: This Ordinance shall become effective on October 8, 1986.

The chairman called for a roll call vote on the third reading of the ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Col. Henderson	-	aye
Mr. Kennedy	-	absent
Mrs. Kerrison	-	aye
Ms. Lombard	-	aye
Mr. Maybank	-	aye
Dr. Wannamaker	-	aye
Dr. Wallace	-	aye
Mr. Clement	-	absent

The vote being seven (7) ayes, no (0) nays, and two (2) absent, the chairman declared the ordinance to have passed third and final reading.

SUBDIVISION REGULATIONS Apps. for Approval

Report was read from the Planning & Development Committee under date of October 7, 1986, reporting that it considered applications for subdivisions. Committee recommended approval, with appropriate stipulations, of all of the following applications:

#11688 - LANDS OF JULIA H. ANDERSON (ST. JAMES-SANTEE PARISH)
#11692 - LANDS OF RAY V. SEGARS, III (CHRIST CHURCH PARISH)
#11692-A - LANDS OF RAY V. SEGARS, III (CHRIST CHURCH PARISH)
#11794-A - LANDS OF PHILLIP MC KAGEN (EDISTO ISLAND)
#11795 - LANDS OF KATE CUTLER (EDISTO ISLAND)
#11812 - LANDS OF DORIS F. HINTON (ST. PAULS PARISH)
#11821 - LANDS OF ROBERT, WILLIAM, AND LAMONT CHAPLIN (ST. PAULS PARISH)
#11821-A - LANDS OF ROBERT, WILLIAM, AND LAMONT CHAPLIN (ST. PAULS PARISH)
#11829 - LANDS OF JOHN BALLAM ESTATE (CHRIST CHURCH PARISH)

Mrs. Kerrison moved approval of the committee's recommendation, seconded by Mr. Maybank, and adopted.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ZONING
Ordinance to amend Ord. 138 2nd reading

An ordinance to amend Ordinance 138 was given second reading by title only.

AN ORDINANCE

TO FURTHER AMEND ORDINANCE NO. 138 OF THE COUNTY COUNCIL OF CHARLESTON COUNTY ENTITLED "ZONING ORDINANCE FOR CHARLESTON COUNTY, SOUTH CAROLINA. AN ORDINANCE (1) DIVIDING THE UNINCORPORATED PORTIONS OF THE COUNTY INTO DISTRICTS AND ESTABLISHING THE BOUNDARIES THEREOF; (2) REGULATING AND RESTRICTING THE LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND, AND THE USE AND CONDITIONS OF USE OR OCCUPANCY OF BUILDINGS, STRUCTURES AND LAND FOR COMMERCE, TRADE, MANUFACTURING RESIDENCE RECREATION, TRANSPORTATION, AGRICULTURE, AND OTHER USES WITHIN THOSE DISTRICTS; (3) REGULATING AND RESTRICTING THE INTENSITY OF SUCH USES; (4) REGULATING AND RESTRICTING THE HEIGHTS AND SIZE OF STRUCTURES, AND THE SIZE OF YARDS, COURTS AND OTHER OPEN SPACES; (5) REGULATING AND RESTRICTING THE DENSITY OF POPULATIONS; (6) DEFINING CERTAIN TERMS USED HEREIN; (7) PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; (8) DEFINING THE POWERS AND DUTIES OF THE BOARD OF ADJUSTMENT WITH RESPECT TO THIS ORDINANCE; (9) REPEALING CONFLICTING ORDINANCES; AND (10) FOR OTHER PURPOSES."

The chairman called for a roll call vote on the second reading of the ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Col. Henderson	-	aye
Mr. Kennedy	-	absent
Mrs. Kerrison	-	aye
Ms. Lombard	-	aye
Mr. Maybank	-	aye
Dr. Wannamaker	-	aye
Dr. Wallace	-	aye
Mr. Clement	-	absent

The vote being seven (7) ayes, no (0) nays, and two (2) absent, the chairman declared the ordinance to have passed second reading.

RECORDS RETENTION SCHEDULES

Report was read from the Administration Policy Committee under date of September 18, 1986, reporting that it considered records retention and disposition schedules for McClennan Banks Memorial Hospital.

McClennan Banks Hospital

Committee recommended approval of the schedules. Dr. Wannamaker so moved, seconded by Dr. Wallace, and adopted.

Employment Training Administration

Report was read from the Administration Policy Committee under date of September 18, 1986, reporting that it considered records retention and disposition schedules for Charleston County's Employment Training Administration.

Resolution

Committee recommended approval of the schedules. Mr. Maybank so moved, seconded by Mrs. Kerrison, and adopted.

A resolution authorizing the adoption of both schedules was then moved for adoption by Mr. Maybank, seconded by Mrs. Kerrison, and the motion carried.

RMC OFFICE Lektriever Purchase

Report was read from the Administration Policy Committee under date of September 18, 1986, reporting that it considered a request from the RMC Office for the purchase of a Lektriever II machine.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Lektriever Purchase (cont'd)

Committee recommended approval of the purchase in the amount of $16,900 + tax, with funds to come from the contingency account. Mr. Maybank moved for approval, seconded by Col. Henderson. Ms. Lombard said council had voted for a Lektriever machine for the RMC Office last year and asked why this was coming back. Mr. Furtwangler said this is a second machine, that the old machine is unrepairable and this is a sole source item. The vote was then taken on the motion for approval and it carried.

MOSQUITO ABATEMENT CONTRACT

Report was read from the Administration Policy Committee under date of September 18, 1986, reporting that it considered a request for a reimbursement agreement between the County and the S. C. Wildlife and Marine Resource Department.

Committee recommended approval and execution of the contract. Mrs. Kerrison so moved, seconded by Dr. Wannamaker, and adopted.

HEALTH CARE ADVISORY COMMITTEE PLHSA Staff Support

Report was read from the Health & Human Services Committee under date of September 18, 1986, reporting that it considered a proposal by the Palmetto Lowcountry Health Systems Agency for professional and support staff for the Health Care Advisory Committee. The fee proposed is $400 per meeting to be paid monthly dependent on committee meetings.

Committee recommended that council accept the proposal for $400 per meeting for the current fiscal year, with the funds to come from the contingency account. Col. Henderson moved for dis-approval, but there was no second for his motion. Dr. Wallace moved for approval, seconded by Mrs. Kerrison.

Mr. Maybank said he is not sure what the committee is to do and why they would need help amounting to $400 per meeting; he asked if someone could explain. Col Henderson spoke against the motion, saying the Criminal Justice Coordinating Committee serves a very important function to county government and they have no such administrative support nor have they ever requested it. He said the administrative help was proposed by a member of the the Health Advisory Committee who is also on the board of PLHSA and he felt that it was improper.

Dr. Wallace said the committee was created of citizens who did not particularly have biases or ties to existing health care organizations, but are active civic minded citizens who are willing to help council look at a number of critical questions about health care and Charleston Memorial Hospital in particular. He said council gave the committee a charge of some 12 items and they would need staff help to assist them in carrying out duties. Dr. Wannamaker said the true essence of this committee is primarily businessmen and not medically oriented. He said there had been no firm data for about 3 years on indigent care in Charleston County. Dr. Wannamaker said he thought the effort of the committee is worthwhile, that Mrs. Duffy has said she would personally see that the background work is done datawise and council should get a non-medical viewpoint of indigent health care in Charleston County. Mr. Furtwangler said this is highly technical information and in preparation of reports by clerical staff, familiarity and accuracy is very important. Dr. Wannamaker said he would amend the motion to limit the expenditure to $3600. Mrs. Kerrison said this proposal is only for the current fiscal year which is only 9 more months. Dr. Wannamaker said the committee is to render a report every three months and if council does not like what is forthcoming it could take punitive action. The vote was taken on the amendment first and it passed; the vote was taken on the motion as amended and it carried.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

PRIVATE INDUSTRY COUNCIL Appointment

Report was read from the Rules, Appointments & Office Committee under date of September 25, 1986, reporting that it considered the appointment to Dr. Hal Salisbury as technical education member to the Private Industry Council to replace Dr. Charles Branch, president of Trident Technical College, who has resigned.

Committee recommended approval of appointing Dr. Salisbury. Col. Henderson so moved, seconded by Mrs. Kerrison, and adopted.

BOARDS & COMMISSION Attendance by Appointees

Report was read from the Rules, Appointments & Office Committee under date of September 25, 1986, reporting that it considered attendance by appointees to Boards and Commissions.

Committee recommended that where Charleston County Council has the authority to appoint members of a Board of Commission, three consecutive unexcused absences entail reappraisal and a new appointment. The Legal Department is to provide an opinion as to which boards would be covered under this rule. Ms. Lombard so moved, seconded by Dr. Wannamaker, and adopted.

COUNCIL MEETINGS Proposal for summer recess

Report was read from the Rules, Appointments & Office Committee under date of September 25, 1986, reporting that it considered the idea of a "summer recess" for council meetings during the months of July, August, and December.

Committee recommended that County Council have one meeting at the beginning of July and another meeting at the end of August, with a recess in between. Col. Henderson moved approval, seconded by Ms. Lombard.

The County Administrator said he had asked the Clerk of Council to tabulate the number of items before council over a period of several years and the numbers show that there is no slack during the summer months. He said one meeting a month would be extremely lengthy and he wondered if that is what council wanted. Ms. Lombard said there would still be the committee meetings with the one council meeting for the months of July and August. She said it could be tried for one summer and if it didn't work out it wouldn't be continued. Dr. Wannamaker moved to table, seconded by Dr. Wallace, and adopted. Ms. Lombard and Col. Henderson voted nay.

Report was read from the Public Safety Committee under date of September 25, 1986, reporting that it considered a job description for a Jail Project Manager/Coordinator, as submitted by the County Administrator to the Public Safety Committee.

JAIL PROJECT COORDINATOR Job Description

Approval of the job description as presented. Mr. Maybank moved for adoption of the recommendation, seconded by Mrs. Kerrison.

Ms. Lombard asked about a summary sheet of the pros and cons of a management firm or an individual. Mr. Hamilton said the summary was to give council the advantages and disadvantages of going in either direction. Mr. Canterbury said the job description will fit either an individual or a consulting firm. He said it will be quicker to go out and look for an individual, but it may be difficult to find an individual with the skills we need to work on a temporary basis. The project would probably be a two year project and consulting firms are accustomed to that kind of operation. The motion to approve the job description as presented was voted on and the motion carried. Dr. Wallace and Dr. Wannamaker voted nay.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

JAIL PROJECT COORDINATOR (cont'd)

Mr. Hamilton asked the administrator what recommendation he would give council on hiring an individual or a consulting firm. Mr. Furtwangler said he would recommend attempting to locate an individual. Mr. Maybank so moved, seconded by Mrs. Kerrison, and adopted. Dr. Wannamaker voted nay.

VOTING MACHINES State Proposal

Report was read from the Special Finance Committee under date of October 7, 1986, reporting that it considered a proposal from the South Carolina Election Commission to provide Charleston County with 45 Shouptronic voting machines on a cost-sharing basis. The amount to be paid by Charleston County is $82,500, with the funds to come from the county's contingency account.

Committee recommended acceptance of the proposal and that the money come from the county's contingency account. Dr. Wallace so moved, seconded by Col. Henderson, and adopted.

OPEN FORUM

The chairman asked if anyone from the public wished to speak, but no one came forward. Mr. Maybank said he would speak on behalf of the students present, saying he had appeared before their class of about forty and had invited them to the council meeting. He said they have a very active program at their school and will be holding their mock election on the 23rd of the month.

There being no further business, upon motion duly made, the chairman declared the meeting adjourned.

Evelyn K. Bonham
Clerk of County Council

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 40

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

August 16, 1994
Charleston, SC

A regular meeting of County Council of Charleston County was held on the 16th day of August, 1994, at 7:00 p.m. in Council Chambers, O. T. Wallace Office Building, Two Courthouse Square, Charleston County, South Carolina.

Present at the meeting were the following members of Council: R. Keith Summey, Chairman; Lonnie Hamilton, III; Vaughn H. Howard; Barrett S. Lawrimore; Charlie Lybrand; Burnet R. Maybank; Andrew J. Savage, III; Dr. Charles T. Wallace and Dr. C. C. Wannamaker.

Also present were: E. E. Fava, County Administrator; A. Arthur Rosenblum, County Attorney; and Karen McNamara representing the Planning Department.

Council Member Lybrand gave the invocation which is as follows:

Dear Heavenly Father. We gather here tonight to do the work of Charleston County. We ask that you bless all the things that we do. We ask your blessings on Chairman Summey's parents, both of whom are hospitalized. We pray for our President and all the important things that are on his plate. Help us to do what we feel is the best for our Community. We ask this in Christ's name. Amen.

Mr. Maybank led Council Members in the pledge to the flag. The Chairman introduced Council Members and Staff.

Dr. Wannamaker moved approval of the minutes of Council's meeting of August 9, 1994. This motion was seconded by Mr. Howard, and carried.

The Clerk reported that in compliance with the Freedom of Information Act notice of meetings and agendas were mailed to all news media and persons requesting information.

ZONING ORDINANCE #3rd Reading

An Ordinance to amend Zoning Ordinance #138 was given third reading by title only.

AN ORDINANCE #936

TO FURTHER AMEND ORDINANCE NO. 138 OF THE COUNTY COUNCIL OF CHARLESTON COUNTY ENTITLED "ZONING ORDINANCE FOR CHARLESTON COUNTY, SOUTH CAROLINA. AN ORDINANCE (1) DIVIDING THE UNINCORPORATED PORTIONS OF THE COUNTY INTO DISTRICTS AND

ESTABLISHING THE BOUNDARIES THEREOF; (2) REGULATING AND RESTRICTING THE LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND AND THE USE AND CONDITIONS OF USE OR OCCUPANCY OF BUILDINGS, STRUCTURES AND LAND FOR COMMERCE, TRADE, MANUFACTURING, RESIDENCE, RECREATION, TRANSPORTATION, AGRICULTURE, AND OTHER USES WITHIN THOSE DISTRICTS; (3) REGULATING AND RESTRICTING THE INTENSITY OF SUCH USES; (4) REGULATING AND RESTRICTING THE HEIGHT AND SIZE OF STRUCTURES, AND THE SIZE OF YARDS, COURTS, AND OTHER OPEN SPACES; (5) REGULATING AND RESTRICTING THE DENSITY OF POPULATION; (6) DEFINING CERTAIN TERMS USED HEREIN; (7) PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; (8) DEFINING THE POWERS AND DUTIES OF THE BOARD OF ADJUSTMENT WITH RESPECT TO THIS ORDINANCE; (9) REPEALING CONFLICTING ORDINANCES; AND (10) FOR OTHER PURPOSES."

BE IT ORDAINED by the County Council of Charleston County:

SECTION 1: That a section of Ordinance No. 138, specifically the official zoning map of Charleston County, be further amended as follows:

2604-C

TEXT CHANGE: Temporary Filming. To allow temporary filming activities to be permitted as a use of right in all zoning districts for locations where filming will take place for five (5) or fewer days and traffic will be stopped intermittently for two (2) days or less along the same public road. A conditional use permit will be required for more intensive filming activities. The permitting of such activities will be based on the criteria outlined in Sec. 30.80.7200 "Temporary Filming."

2610-C

N. Area; 2213 Clinton Street. 0.11 Acre. Change from a Single-Family Residential (RS-6) District to a General Office (OG) District. (TM #469-14-00-103)

2611-C

Johns Island; 3289 Maybank Highway. 2.3 Acres. Request to change from a Single Family Residential (RS-10) District to a General Office (OG) District. (TMS #279-00-00-202)

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

2612-C	N. Area; 2982 Edbillellis Road. 0.50 Acre. Change from a Single-Family Residential (RS-10) District to a Mobile Home (RT-6) District. (TM #486-09-00-054)
2613-C	West St. Andrews; 3181 Sanders Road. 0.49 Acre. Request to change from a Light Industrial (IL) District to an Agriculture Residential (AR) District. (TMS #307-00-00-054)
2615-C	N. Area; 2986 Edbillellis Road. 0.50 Acre. Request to change from a Single-Family Residential (RS-10) District to a Mobile Home (RT-6) District. (TMS #486-09-00-006)

SECTION 2: This Ordinance shall become effective on third reading

The Chairman called for a roll call vote on the third reading of the proposed Ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Mr. Howard	-	aye
Mr. Lawrimore	-	aye
Mr. Lybrand	-	aye
Mr. Maybank	-	aye
Mr. Savage	-	absent at time of voting
Dr. Wallace	-	absent at time of voting
Dr. Wannamaker	-	aye
Mr. Summey	-	aye

The vote being seven (7) ayes and two (2) absent, the Chairman declared the Ordinance to have passed third reading.

SOLID WASTE REVENUE BONDS (a) Master Ordinance 2nd Reading (b) First Series Ordinance 2nd Reading

A Master Ordinance for the sale of Solid Waste User Fee Revenue Bonds was given second reading by title only.

AN ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF SOLID WASTE USER FEE REVENUE BONDS OF CHARLESTON COUNTY SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

THE ORDINANCE IN ITS ENTIRETY WILL APPEAR IN THE MINUTES OF COUNTY COUNCIL'S MEETING AT THE TIME OF THIRD READING.

The Chairman called for a roll call vote on the second reading of the proposed Ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Mr. Howard	-	aye
Mr. Lawrimore	-	aye
Mr. Lybrand	-	aye
Mr. Maybank	-	aye
Mr. Savage	-	absent at time of voting
Dr. Wallace	-	absent at time of voting
Dr. Wannamaker	-	aye
Mr. Summey	-	aye

The vote being seven (7) ayes and two (2) absent, the Chairman declared the Ordinance to have passed second reading.

An Ordinance providing for the issuance and sale of Solid Waste User Fee Revenue Bonds was given second reading by title only.

AN ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING TWENTY FIVE MILLION DOLLARS ($25,000,000) SOLID WASTE USER FEE REVENUE BONDS, SERIES 1994, OF CHARLESTON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

THE ORDINANCE IN ITS ENTIRETY WILL APPEAR IN THE MINUTES OF COUNTY COUNCIL'S MEETING AT THE TIME OF THIRD READING.

The Chairman called for a roll call vote on the second reading of the proposed Ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton		-aye
Mr. Howard	-	aye
Mr. Lawrimore	-	aye
Mr. Lybrand	-	aye
Mr. Maybank	-	aye
Mr. Savage	-	absent at time of voting

Dr. Wallace	-	absent at time of voting
Dr. Wannamaker	-	aye
Mr. Summey	-	aye

The vote being seven (7) ayes and two (2) absent, the Chairman declared the Ordinance to have passed second reading.

MULTI COUNTY INDUSTRIAL PARKS Ordinance 2nd Reading

An Ordinance to develop Multi-County Industrial Parks was given second reading by title only.

AN ORDINANCE

TO DEVELOP MULTI-COUNTY INDUSTRIAL PARKS IN CONJUNCTION WITH WILLIAMSBURG COUNTY, SUCH INDUSTRIAL BUSINESS PARKS TO BE GEOGRAPHICALLY LOCATED IN CHARLESTON AND WILLIAMSBURG COUNTIES AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976, §4-1-170, ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH WILLIAMSBURG COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A FEE IN LIEU OF AD VALOREM TAXATION.

THE ORDINANCE IN ITS ENTIRETY WILL APPEAR IN THE MINUTES OF COUNTY COUNCIL'S MEETING AT THE TIME OF THIRD READING.

The Chairman called for a roll call vote on the second reading of the proposed Ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Mr. Howard	-	aye
Mr. Lawrimore	-	aye
Mr. Lybrand	-	aye
Mr. Maybank	-	aye
Mr. Savage	-	absent at time of voting
Dr. Wallace	-	absent at time of voting
Dr. Wannamaker	-	aye
Mr. Summey	-	aye

The vote being seven (7) ayes and two (2) absent, the Chairman declared the

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Ordinance to have passed second reading.

SUBDIVISION REGULATIONS Requests for Approval

A report was read from the Planning/Public Works Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and William Miller, Director of Planning, regarding requests received for changes in subdivision regulations.

Committee recommended that Council approve, with appropriate stipulations, the following:

Case #15854, Lands of Gift Plantation (Johns Island)
Case #15857, Lands of Benjamin Green (Johns Island)
Case #15860, Lands of Ernest Middleton (St. James Santee)
Case #15868, Lands of Eddie Paul Phillips (Christ Church)

Mr. Lawrimore moved approval of Committee recommendation, seconded by Mr. Hamilton, and carried.

ZON
(a) Request for Change
(b) Ordinance 1st Reading

A report was read from the Planning/Public Works Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and William Miller, Director of Planning, regarding a request received for change in zoning.

Case #2616-C Johns Island; 2793 Abbapoola Road. 1.16 Acres. Request to change from an Agriculture General (AG) District to a Community Shopping (CC) District. (TM #275-00-00-005, 234)

Committee recommended approval. Mr. Lawrimore moved approval of Committee recommendation, seconded by Mr. Maybank, and carried.

An Ordinance to amend Zoning Ordinance #138 was given first reading by title only.

AN ORDINANCE

TO FURTHER AMEND ORDINANCE NO. 138 OF THE COUNTY COUNCIL OF CHARLESTON COUNTY ENTITLED "ZONING ORDINANCE FOR CHARLESTON COUNTY, SOUTH CAROLINA. AN ORDINANCE (1) DIVIDING THE UNINCORPORATED PORTIONS OF THE COUNTY INTO DISTRICTS AND ESTABLISHING THE BOUNDARIES THEREOF; (2) REGULATING AND RESTRICTING THE LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND AND THE USE AND CONDITIONS OF USE OR OCCUPANCY OF

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BUILDINGS, STRUCTURES AND LAND FOR COMMERCE, TRADE, MANUFACTURING, RESIDENCE, RECREATION, TRANSPORTATION, AGRICULTURE, AND OTHER USES WITHIN THOSE DISTRICTS; (3) REGULATING AND RESTRICTING THE INTENSITY OF SUCH USES; (4) REGULATING AND RESTRICTING THE HEIGHT AND SIZE OF STRUCTURES, AND THE SIZE OF YARDS, COURTS, AND OTHER OPEN SPACES; (5) REGULATING AND RESTRICTING THE DENSITY OF POPULATION; (6) DEFINING CERTAIN TERMS USED HEREIN; (7) PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; (8) DEFINING THE POWERS AND DUTIES OF THE BOARD OF ADJUSTMENT WITH RESPECT TO THIS ORDINANCE; (9) REPEALING CONFLICTING ORDINANCES; AND (10) FOR OTHER PURPOSES."

BE IT ORDAINED by the County Council of Charleston County:

SECTION 1: That a section of Ordinance No. 138, specifically the official zoning map of Charleston County, be further amended as follows:

Case #2616-C Johns Island; 2793 Abbapoola Road. 1.16 Acres. Request to change from an Agriculture General (AG) District to a Community Shopping (CC) District. (TM #275-00-00-005, 234)

SECTION 2: This Ordinance shall become effective on third reading

The Chairman called for a roll call vote on the first reading of the proposed Ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Mr. Howard	-	aye
Mr. Lawrimore	-	aye
Mr. Lybrand	-	aye
Mr. Maybank	-	aye
Mr. Savage	-	absent at time of voting
Dr. Wallace	-	absent at time of voting
Dr. Wannamaker	-	aye
Mr. Summey	-	aye

The vote being seven (7) ayes and two (2) absent, the Chairman declared the Ordinance to have passed first reading.

FORT
BR[illegible]E
MC[illegible]LANVILLE
Recommendation

A report was read from the Planning/Public Works Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator,

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

and Jim Rogers, Director of Public Works, regarding Fort Bridge in McClellanville. It was stated that the South Carolina Department of Transportation and Public Works bridge inspectors had determined that Fort bridge which crosses a tributary of Jeremy Creek near McClellanville, was unsafe due to the degree of deterioration of five of its nine piles. It was further stated that the bridge has been closed and temporary ingress/egress has been obtained for the land locked property owner who is the primary bridge user.

Committee recommended that Council authorize staff to negotiate for purchase of 0.5 acres of property for the purpose of constructing a new county road to take the place of Fort bridge which would be permanently removed. The estimated $14,000 for accomplishing this project would come from Council Contingency.

Mr. Lawrimore moved approval of Committee recommendation, seconded by Mr. Hamilton, and carried.

COASTAL POLICY CHAPLAINCY Request for Contribution

A report was read from the Finance Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and Members of the Coastal Policy Chaplaincy Board, regarding the services furnished to the County of Charleston by the Policy Chaplaincy program. It was stated that contributions from the County are needed in order for these important services to be continued.

Committee recommended that Council give to the Coastal Policy Chaplaincy the sum of Five Thousand Dollars. These funds are to come from Council Contingency.

Mr. Savage moved approval of Committee recommendation, seconded by Dr. Wallace.

Dr. Wannamaker asked if this money would go into the Sheriff's budget. The Chairman advised that it would be treated as a donation to an outside agency and would be given directly to the agency.

The motion carried. Dr. Wannamaker voted nay.

SHERIFF'S FY 95 BUDGET (a) Increased Deputy Staffing (b) SPCA Contract

A report was read from the Finance Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and Sheriff Al Cannon, regarding the need to increase the number of Deputy Sheriffs in the rural areas of Charleston County. It was stated that this need is particularly strong in District 8 which extends from Rantowles Creek to the Colleton County line and includes Edisto Island, Ravenel, Adams Run, Parkers Ferry, Meggett, Younges Island and Hollywood; and District 10 which includes the unincorporated areas of James

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Island, Johns Island and Wadmalaw Island. It was further stated that the first year costs for each additional deputy is $63,771, including a vehicle and $48,971 without a vehicle. It was shown that it would be possible to use cars already in the Sheriff's Department for these four new deputies.

Committee recommended that Council authorize the addition of 4 FTE's to the Sheriff's Office and allocate the sum of $172,984 from Council Contingency to the Sheriff's budget. The additional $22,900 required is to be provided initially from the Sheriff's budget and will be addressed at the FY 95 mid year budget review.

Mr. Lybrand moved approval of Committee recommendation, seconded by Mr. Savage, and carried.

A report was read from the Finance Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and Sheriff Al Cannon, regarding the County of Charleston's contract with the John Ancrum Society for the Prevention of Cruelty to Animals. It was stated that this contract dates back to July 2, 1979 and has been revised periodically concerning rates for boarding, immunizing and euthanizing stray animals. The latest revision in the contract was in July, 1990. It was further stated that the sum of $120,000 was included in the Sheriff's fiscal year 1995 budget for this contract and that the proposed revisions would require a budget of $132,574 for fiscal year 1995.

Committee recommended that Council:

1. Approve the staff's recommended contract modifications which includes $18,000 for animals delivered to the SPCA by citizens.

2. Increase the Sheriff's FY 1995 budget by $12,574 to fund citizen delivered animals. These funds to come from Council contingency.

Mr. Savage moved approval of Committee recommendation, seconded by Mr. Lawrimore, and carried.

FY 95 ROADS/ SIDEWALKS PROGRAM Request for Approval

A report was read from the Finance Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and Jim Rogers, Director of Public Works, regarding a list of unimproved roads in the unincorporated area that residents have requested to be constructed, rocked or paved; a list of existing County earth roads that residents and/or Public Works staff are recommending for rocking or paving; a list of sidewalk construction requests and a list of timber bridges that Council requested replacement funds for.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Committee recommended that Council:

1. Approve for construction and acceptance into the County's road system 32 unimproved roads in the unincorporated area as recommended by the Public Works Departments. Funds for this construction is included in the FY 95 Public Works Budget.

2. Approve the four unimproved roads containing County timber bridges as recommended by Public Works for County acceptance and construction. Funds to come from the Fy 95 Public Works Budget.

3. Approve for submission to the Charleston Transportation Commission for State funding the 22 County earth roads in the unincorporated area as recommended by Public Works.

4. Approve for submission to the Charleston Transportation Commission for State funding the requests for sidewalk construction in the unincorporated area as recommended by Public Works.

5. Approve for submission to the Charleston Transportation Commission for State funding the Bridge Replacements in the unincorporated area as recommended by Public Works.

Mr. Lawrimore moved approval of Committee recommendation, seconded by Mr. Howard, and carried.

EMS GRANT Request for Approval

A report was read from the Finance Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and Lenita Jacobs-Simmons, regarding a South Carolina Department of Health and Environmental Control, Division of Medical Services' financial assistance grant to counties to improve and upgrade the EMS system in order to reduce injury and loss of life. It was stated that Charleston County EMS and local eligible ambulance service providers would be eligible to receive up to $55,798 for approved activities. Eligible grant activities are new equipment purchases, training and special projects. It was stated that the County required match of $4,185 was included in the FY 95 budget.

Committee recommended that Council approve authorization for EMS to submit applications for DHEC-EMS Grants in Aid.

Mr. Maybank moved approval of Committee recommendation, seconded by Mr. Savage, and carried.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

DEPARTMENT OF COMMERCE GRANT Request to Approve

A report was read from the Finance Committee meeting of August 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, regarding the availability of economic development grants through the South Carolina Department of Commerce. Mr. Fava stated that the grant could be as much as $3,500. He also added that a cash match was required and that he could accommodate this from his budget.

Committee recommended that Council approve the submission of an economic development grant, with the required match coming from the County Administrator's Budget.

Mr. Lawrimore moved approval of Committee recommendation, seconded by Mr. Lybrand, and carried.

DRAINAGE EASEMENT Request to Condemn

A report was read from the Finance Committee meeting of August 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and James C. Rogers, regarding an appraisal of a needed 45 foot drainage easement through the property of Alec L. Heath, et al. The appraisal was secured with the intent of funding and pursuing condemnation if purchase was not possible.

Committee recommended that Council authorize General Services to negotiate the purchase of a drainage easement through the property of Alec L. Heath, et al at a price not to exceed $1,600. If negotiations are not successful, then authorize the County Attorney to proceed with condemnation.

Mr. Lawrimore moved approval of Committee recommendation, seconded by Mr. Maybank, and carried.

HEALTH FACILITIES REVENUE BOND (a) Request to Approve (b) Ordinance 1st Reading

A report was read from the Finance Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and F. Mitchell Johnson, Jr., Esquire, Attorney for the Lutheran Homes of South Carolina, Inc., regarding a proposed $11,000,000 Health Facilities Revenue Bond issue for a project known as the Franke Home, Inc. Project.

Committee recommended that Council:

1. Approve a Resolution and Petition to the State Budget and Control Board approving the financing of not exceeding $11,000,000 in Hospital facilities Bonds.

2. Approve and give first reading to the Ordinance authorizing the issuance and sale of not exceeding $11,000,000 in Hospital Facilities Bonds.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Mr. Howard moved approval of Committee recommendation, seconded by Dr. Wallace, and carried.

The Resolution and Petition to the South Carolina Budget and Control Board is as follows:

APPROVING THE FINANCING OF THE ACQUISITION, CONSTRUCTION, FURNISHING, AND EQUIPPING OF LAND, BUILDINGS, FIXTURES, MACHINERY, AND EQUIPMENT CONSTITUTING A 132-BED OLDER ADULT RESIDENTIAL CARE FACILITY IN CHARLESTON COUNTY, SOUTH CAROLINA TO BE OWNED AND OPERATED BY THE FRANKE HOME, INC. THROUGH THE ISSUANCE AND DELIVERY OF NOT EXCEEDING $11,000,000 CHARLESTON COUNTY, SOUTH CAROLINA, FIRST MORTGAGE HEALTH FACILITIES REVENUE BONDS (THE FRANKE HOME, INC. PROJECT - LUTHERAN HOMES OF SOUTH CAROLINA, INC. GUARANTOR) SERIES 1994 (THE "BONDS"); AUTHORIZING A PETITION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA FOR ITS APPROVAL OF SUCH UNDERTAKING PURSUANT TO TITLE 44, CHAPTER 7, ARTICLE 11, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; PROVIDING FOR A PUBLIC HEARING TO BE HELD IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BONDS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY CHARLESTON COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01

Incident to the adoption of this resolution, Charleston County Council (the "**County Board**"), the governing body of Charleston County, South Carolina (the "**Issuer**" or the "**County**"), has made the following findings:

1. The Franke Home, Inc. (the "**Borrower**"), a not-for-profit corporation organized and existing under the laws of the State of South Carolina, has proposed that the Issuer assist in the financing of the acquisition, construction, furnishing, and equipping of land, buildings, fixtures, machinery, and equipment constituting a 132-bed older adult residential care facility (the "**Project**") in the County. The assistance requested from the Borrower consists of the issuance and delivery by the Issuer of a

series of First Mortgage Health Facilities Revenue Bonds (the "**Bonds**") in an amount not exceeding $11,000,000, pursuant to the authorization of Title 44, Chapter 7, Article 11, Code of Laws of South Carolina 1976, as amended (the "**Act**").

2. The Borrower has advised the County Board that the acquisition, construction, furnishing, and equipping of the Project would be aided by the assistance which the Issuer might render through the issuance and delivery of the Bonds pursuant to the Act, to a proposed ordinance (the "**Bond Ordinance**") to be adopted by the County Board, and to a proposed Trust Indenture (the "**Indenture**") between the Issuer and NationsBank of South Carolina, National Association, as Trustee (the "**Trustee**").

3. The County Board has agreed to assist in the financing of the acquisition, construction, furnishing, and equipping of the Project and adopts this Resolution (a) to evidence its approval of the issuance and delivery of the Bonds as aforesaid, (b) to authorize a Petition to the State Budget and Control Board of South Carolina (the "**State Board**") setting forth the facts required by the Act, and (c) to provide for a public hearing to be held in connection with the issuance and delivery of the Bonds.

4. The Borrower has submitted to the County Board a draft of a proposed Loan Agreement (the "**Loan Agreement**") pursuant to which the Issuer will lend not exceeding $11,000,000 to the Borrower and under which the Borrower will unconditionally agree:

(a) to pay the amounts necessary to provide the payments of principal of, premium, if any, and interest on the Bonds which will be dated and will mature in the amounts and bear interest at the rates set forth in the Indenture,

(b) to effect the completion of the Project if the proceeds of the Bonds prove insufficient,

(c) to pay the costs of maintaining the Project in good repair, and

(d) to carry all proper insurance with respect to the Project.

5. The County Board has determined that:

(a) the acquisition, construction, furnishing, and equipping of the Project will subserve the purposes of the Act,

(b) there is a need for the Project in the area in which it is to be located,

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

(c) the Borrower is financially responsible and capable of fulfilling its obligations under the Loan Agreement, including the obligations to make the payments thereunder, to operate, repair, and maintain the Project at its own expense and to discharge its other responsibilities under the Loan Agreement,

(d) adequate provision has been made for the payment of the principal of and interest on the Bonds and any necessary reserves therefor and for the operation, repair, and maintenance of the Project at the Borrower's expense,

(e) public facilities, including utilities, and public services necessary for the Project will be made available,

(f) the Bonds will be issued in an amount not exceeding $11,000,000, and

(g) neither the Project nor the Bonds will give rise to any pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

6. The costs of the acquisition, construction, furnishing, and equipping of the Project to be defrayed with the proceeds of the Bonds is not exceeding $11,000,000.

7. The County Board has been provided with a letter by the South Carolina Department of Health and Environmental Control that a Certificate of Need will not be required in connection with the acquisition, construction, furnishing, equipping, or operation of the Project.

8. The Borrower has also submitted to the County Board a draft of the Indenture pursuant to which the Issuer will pledge to the Trustee, as security for the payment of the Bonds, substantially all of the right, title, and interest of the Issuer in and to the Loan Agreement and which Indenture will prescribe the terms and conditions of the Bonds and the security therefor.

9. The Borrower has also submitted to the County Board a draft of a proposed Tax Compliance Agreement and a proposed Arbitrage Compliance Agreement, both among the Borrower, the Issuer, and the Trustee which are intended to ensure that the interest on the Bonds is and will remain excluded from the gross income of the owners of the Bonds for federal income taxation purposes.

10. The Borrower has also submitted to the County Board drafts of the following proposed agreements: a Mortgage, a Collateral Assignment of Leases, Rents, and Profits, a Security Agreement, a Collateral Assignment of Construction Contracts, a

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Collateral Assignment of Architects' Agreements, and an Assignment of Real Property Agreements (collectively, the "**Borrower Security Documents**") pursuant to which, as security for the Bonds, the Borrower will pledge certain property to the Issuer. The Issuer will pledge its right, title, and interest in and to the Borrower Security Documents to the Trustee pursuant to the Indenture.

11. The Borrower has also submitted to the County Board a draft of a proposed Guaranty Agreement pursuant to which Lutheran Homes of South Carolina, Inc. will unconditionally guarantee the performance by the Borrower of all of its obligations under the Loan Agreement.

12. No reserve fund for the payment of the principal of, premium, if any, and interest on the Bonds will be established.

ARTICLE II

SUBMISSION OF PETITION

Section 2.01

The Petition in the form substantially as attached hereto as Exhibit "A" shall be presented to the State Board seeking the approval required by the Act; said Petition shall be duly executed by the Chairman of the County Board (the "Chairman") and the same shall be attested by the Clerk of the County Board.

ARTICLE III

PUBLIC HEARING AND NOTICE

Section 3.01

Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, a public hearing shall be held in connection with the issuance and delivery of the Bonds by the Issuer. Such public hearing shall be held before the issuance and delivery of the Bonds.

Section 3.02

Not less than fourteen (14) days prior to the hearing provided for in Section 3.01 hereof, the Chairman shall cause notice of such hearing to be published in *The Post and Courier*, a newspaper of general circulation in the County. Such notice shall be in

substantially the form attached hereto as Exhibit "B".

EXHIBIT "A"

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA

PETITION

The Petition of Charleston County Council (the "**County Board**") respectfully shows:

1. The County Board is the governing body of Charleston County, South Carolina (the "**Issuer**" or the "**County**") as established by law, and, as such, is the County Board referred to in Title 44, Chapter 7, Article 11, Code of Laws of South Carolina 1976, as amended (the "**Act**").

2. The Act authorizes and empowers the Issuer, subject to obtaining the approval and findings from the State Budget and Control Board of South Carolina (the "**State Board**") and the South Carolina Department of Health and Environmental Control ("**DHEC**") required by the Act, to enter into agreements with any agency operating a hospital facility located or to be located in the County to acquire and construct hospital facilities, to enter into a loan agreement with such agency prescribing the terms and conditions of the payments to be made by the agency to the Issuer or its assignee to meet the payments that shall become due on obligations issued pursuant to the Act, to finance the acquisition and construction of the same through the issuance of bonds or notes payable from and secured by a pledge of the revenues to be derived from the loan agreement, and to issue bonds to refund any obligations previously issued under the Act through the issuance of refunding bonds in an amount not exceeding an amount sufficient to refund the principal of the bonds to be refunded, together with any interest then or thereafter to become due (prior to the date when all outstanding obligations shall be paid) and any premium, expenses and commissions necessary to be paid in connection therewith.

3. The County Board has agreed with The Franke Home, Inc. (the "**Borrower**"), a not-for-profit corporation organized and existing under the laws of the State of South Carolina,

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

that the Issuer will undertake to assist in the financing of the acquisition, construction, furnishing, and equipping of land, buildings, fixtures, machinery, and equipment constituting a 132-bed older adult residential care facility (the "**Project**") in the County. The assistance requested from the Issuer consists of the issuance and delivery by the Issuer of the series of First Mortgage Health Facilities Revenue Bonds (the "**Bonds**") in an amount not exceeding $11,000,000, pursuant to the Act, to an ordinance (the "**Bond Ordinance**") to be adopted by the County Board, and to a proposed Trust Indenture (the "**Indenture**") between the Issuer and NationsBank of South Carolina, National Association, as Trustee (the "**Trustee**").

4. The County Board is advised by the Borrower that the cost of acquiring, constructing, furnishing, and equipping the Project, including the costs and charges incident to the issuance and delivery of the Bonds, it is necessary that the Issuer issue and deliver the Bonds in an amount not exceeding $11,000,000.

5. The State Board has been provided with a letter by DHEC that a Certificate of Need will not be required in connection with the acquisition, construction, furnishing, equipping, or operation of the Project.

6. For the reasons above set forth and hereinafter disclosed, the County Board has found that:

(a) the Project will subserve the purposes of the Act;

(b) there is a need for the Project in the area in which it is to be located;

(c) the proposed Loan Agreement (the "**Loan Agreement**") between the Issuer and the Borrower unconditionally obligates the Borrower to pay an amount adequate to provide for the payments of the principal of and interest on the Bonds which will be dated and will mature in the amounts and bear interest at the rates set forth in the Indenture; no reserve fund for the payment of the principal of, premium, if any, and interest on the Bonds will be established;

(d) the Borrower is financially responsible and capable of fulfilling its obligations under the Loan Agreement, including the obligations to make the payments thereunder, to operate, repair, and maintain the Project at its own expense and to discharge its other responsibilities under the Loan Agreement;

(e) adequate provision has been made for the payment of the principal of and interest on the Bonds and any necessary reserves therefor and for the operation, repair, and maintenance of the Project at the Borrower's expense;

(f) public facilities, including utilities, and public services necessary for the Project will be made available;

(g) by reason of the Project, no pecuniary liability will result to the Issuer nor will there be a charge against its general credit or taxing powers;

(h) the costs of the acquisition, construction, furnishing, and equipping of the Project to be defrayed with the proceeds of the Bonds is not exceeding $11,000,000;

(i) the terms of the Loan Agreement require the Borrower to effect the completion of the Project should the proceeds of the Bonds prove insufficient and to pay the costs of maintaining the Project in good repair and to carry all proper insurance with respect thereto.

6. The Loan Agreement will provide, among other things, the following:

(a) to finance the cost of the acquisition, construction, furnishing, and equipping of the Project, the Issuer will issue and deliver the Bonds. The Bonds will be secured by a pledge of substantially all of the amounts to be paid to the Issuer by the Borrower, as authorized by the Act;

(b) the proceeds derived from the issuance and delivery of the Bonds will be used to pay the costs incident to the acquisition, construction, furnishing, and equipping of the Project and the issuance of the Bonds; and

(c) the Loan Agreement contains no provision imposing any pecuniary liability upon the Issuer or which would create a charge upon its general credit or taxing powers.

7. Pursuant to the Indenture, the Issuer will pledge to the Trustee, as security for the payment of the Bonds, substantially all of the right, title, and interest of the Issuer in and to the Loan Agreement.

8. Payment and redemption of the Bonds will be made pursuant to the Indenture. The Indenture contains no provision imposing any pecuniary liability upon the Issuer or which would create a charge upon its general credit or taxing powers.

9. The Borrower, the Issuer and the Trustee will enter into a Tax Compliance Agreement (the "**Tax Compliance Agreement**") and an Arbitrage Compliance Agreement (the "**Arbitrage Compliance Agreement**"), which are both intended to ensure that the interest on the Bonds is and will remain excluded from the gross income of the owners

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

of the Bonds for federal income taxation purposes.

10. The Borrower and the Issuer will also enter into the following agreements: a Mortgage, a Collateral Assignment of Leases, Rents, and Profits, a Security Agreement, a Collateral Assignment of Construction Contracts, a Collateral Assignment of Architects' Agreements, and an Assignment of Real Property Agreements (collectively, the "**Borrower Security Documents**") pursuant to which, and as security for the Bonds, the Borrower will pledge certain property to the Issuer. The Issuer will pledge its right, title, and interest in and to the Borrower Security Documents to the Trustee pursuant to the Indenture.

11. The performance by the Borrower of all of its obligations under the Loan Agreement will be unconditionally guaranteed by Lutheran Homes of South Carolina, Inc. pursuant to proposed Guaranty Agreement (the "**Guaranty**").

12. The Bonds will be issued by the Issuer pursuant to the proposed ordinance (the "**Bond Ordinance**") which imposes upon the Borrower the obligation to pay, in addition to the moneys required for the payment of the principal of, premium, if any, and interest on the Bonds, all other costs and expenses resulting from the Bond Ordinance and the issuance of the Bonds pursuant thereto and the transactions contemplated to take place in connection therewith.

13. The Loan Agreement, the Indenture, the Tax Compliance Agreement, the Arbitrage Compliance Agreement, the Borrower Security Documents, the Guaranty, the Bond Ordinance, and the Bonds will be substantially in the form heretofore used in the issuance of hospital revenue bonds or notes pursuant to the Act. While changes may be made in the forms thereof, it is not expected that there will be any changes which will substantially affect the Project as now outlined therein.

Upon the basis of the foregoing, the County Board respectfully prays:

That the State Board accept the filing of the Petition presented herewith; and that, thereafter and as soon as practicable, it make such independent investigation of the Project and the terms and provisions of the Loan Agreement, the Indenture, the Tax Compliance Agreement, the Arbitrage Compliance Agreement, the Borrower Security Documents, the Guaranty, the Bond Ordinance, and the Bonds as it deems advisable; that it find that the proposed Project is intended to promote the purposes of the Act and is reasonably anticipated to effect such result; and that the proposed financing is economically feasible; and on the basis of such findings, that it approve the Project, including changes in any details thereof as finally consummated which do not materially affect the Project and give published notice of its approval in the manner set forth in the

Act.

Respectfully Submitted,

CHARLESTON COUNTY COUNCIL
R. Keith Summey, Chairman

Attest:

Beverly T. Craven, Clerk

An Ordinance authorizing the issuance and sale of not exceeding $11,000, 000 Health Facilities Revenue Bonds was given first reading by title only.

AN ORDINANCE

AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF NOT EXCEEDING $11,000,000 CHARLESTON COUNTY, SOUTH CAROLINA, FIRST MORTGAGE HEALTH FACILITIES REVENUE BONDS (THE FRANKE HOME, INC. PROJECT - LUTHERAN HOMES OF SOUTH CAROLINA, INC. GUARANTOR) SERIES 1994 PURSUANT TO TITLE 44, CHAPTER 7, ARTICLE 11, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN CHARLESTON COUNTY, SOUTH CAROLINA (THE "ISSUER") AND THE FRANKE HOME, INC. BRADFORD & CO., AND AN ENDORSEMENT IN FAVOR OF THE TRUSTEE OF THE PROMISSORY NOTE OF THE BORROWER TO THE ORDER OF THE ISSUER; AND AUTHORIZING THE TAKING OF ANY OTHER ACTION NECESSARY RELATING THERETO.

THE ORDINANCE IN ITS ENTIRETY WILL APPEAR IN THE MINUTES OF COUNTY COUNCIL'S MEETING AT THE TIME OF THIRD READING.

The Chairman called for a roll call vote on the first reading of the proposed Ordinance. The roll was called and votes recorded as follows:

Mr. Hamilton	-	aye
Mr. Howard	-	aye
Mr. Lawrimore	-	aye
Mr. Lybrand	-	aye
Mr. Maybank	-	aye
Mr. Savage	-	aye
Dr. Wallace	-	aye
Dr. Wannamaker	-	aye
Mr. Summey	-	aye

The vote being nine (9) ayes, the Chairman declared the Ordinance to have passed first reading.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

DIESEL POWERED DUMP TRUCK Request to Award

A report was read from the Finance Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and Steve Taylor, regarding bids received for a new diesel powered truck with a 20 foot flat dump body. It was stated that funds to be used for this purchase were grant funds.

Committee recommended that Council award the bid to the lowest responsive and responsible bidder meeting specifications Pulliam Ford Motor Company of Columbia, SC, in the amount of $40,295.

Mr. Maybank moved approval of Committee recommendation, seconded by Mr. Lawrimore, and carried.

DEVELOPING LOCAL RESOURCES SEMINAR Recommendation

A report was read from the Finance Committee meeting of August 11, 1994 that it considered the information furnished by Council Vice Chairman, Vaughn H. Howard, regarding a 3 day seminar being offered by the South Carolina Economic Developers' School of the College of Charleston. Mr. Howard stated that the South Carolina Economic Developers' School is a unique partnership of the Governor's Office, the S. C. Department of Commerce, the S. C. Economic Developers' Association and the College of Charleston. He added that the purpose of the SCEDS is to educate those who support the economic development professionals in their communities.

Committee recommended that Council authorize Mr. Howard to attend the September 7-9 Seminar.

Mr. Maybank moved approval of Committee recommendation, seconded by Mr. Lawrimore, and carried.

COUNTY JUDICIAL CENTER Recommendation

A report was read from the Finance Committee meeting of August, 11, 1994 that it considered the information furnished by E. E. Fava, County Administrator, and Carl Simmons, Director of Capital Projects, regarding the proposed Charleston County Judicial Center to be constructed adjacent to the Charleston County Courthouse and the O. T. Wallace County Office Building.

Committee recommended that Council authorize staff to accelerate negotiations towards acquiring a foot print to accommodate the new Judicial Center.

Mr. Lawrimore moved approval of Committee recommendation, seconded by Mr. Howard, and carried.

PUBLIC FOR

The Chairman asked if any member of Council wished to bring a matter before the Body.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Mr. Howard advised Council that Mr. Bob Kellahan a Member of the St. Andrews Public Service District Commission had died and that his wake would be held at McAllister's Funeral Home on Wednesday from 6 p.m. until 9 p.m.

The Chairman thanked Council and Staff for their concern for his mother and father who had both been hospitalized. Mr. Summey stated that his mother went home today and hopefully his father will be going home on Thursday.

Mr. Hamilton asked where Council was concerning allowing taxpayers to pay their tax bills in installments.

County Attorney Rosenblum advised that the State statute which allows this has some qualifications that must be addressed.

22

The Chairman stated that this matter would be placed on the next Finance Committee agenda and requested that the Auditor and Treasurer be asked to attend.

Mr. Savage stated that what would be of benefit to the Counties would be a law requiring the banks and institutions holding escrow accounts for property owners to be required to make quarterly or semi-annual property tax payments to the Counties. He added that the lending institutions have lobbied long and hard against this and so far the South Carolina Association of Counties has been unsuccessful in getting this legislation passed by the General Assembly.

The Chairman asked if any member of the Public wished to address Council. There was no affirmative response.

There being no further business to come before Council, the Chairman declared the meeting to be adjourned.

Beverly T. Craven
Clerk of Council

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 41

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Unimproved Roads in the Unincorporated Area

Petitioned For County Acceptance and Construction

FY 1995

(August 11, 1994)

Road Name	Unincorporated Area	Surface Type	Maintenance	Miles	# of Homes	Density Ratio	Comment
Weaver Circle	Christ Church	Earth	None	0.100	12	120.0	
Un-named Stub Street (off Cherew Dr)	James Island	Earth	Community	0.009	1	105.6	Church
Watson View Road	Christ Church	Earth	Community	0.100	9	90.0	
Drayton Street Extension	St. James/Santee	Earth	Community	0.100	9	90.0	
Elroy Road	St. Paul	Earth	Community	0.200	16	80.0	
Dawning Lane	Johns Island	Earth	Community	0.100	8	80.0	
Nesbitt Hill Road	St. Paul	Earth	Community	0.200	10	50.0	
Turkey Pen Road	James Island	Earth	Community	0.200	9	45.0	
Norwich	St. Paul	Earth	Community	0.200	8	40.0	
Ardwick Rd	Johns Island	Earth	Community	0.300	10	33.3	
James Bailey Road	Edisto	Earth	Community	0.100	3	30.0	
Abbapolla Road	Johns Island	Earth	Community	0.100	3	30.0	
Ralph Nesbit Road	Christ Church	Earth	None	0.200	6	30.0	
Tacky Point	Wadmalaw	Earth	Community	0.400	12	30.0	
McKnight Road	Christ Church	Earth	None	0.200	6	30.0	
Wine Road	Johns Island	Earth	Community	0.142	4	28.2	
Mary McNeill Road	Johns Island	Earth	Community	0.400	11	27.5	
Pumpkin Hill Road	Johns Island	Earth	Community	0.600	16	26.7	
Village Road	St. Paul	Earth	Community	0.200	5	25.0	
Dagallies Lane	Christ Church	Earth	Community	0.200	5	25.0	
Watson Road	Edisto	Earth	Community	0.200	5	25.0	
Goldie Road	Christ Church	Earth	Community	0.200	4	20.0	
Bluebird Road	Johns Island	Earth	Community	0.400	8	20.0	
Mary Seabrook Road	Edisto	Earth	Community	1.000	18	18.0	
Campbell Plantation	St. Paul	Earth	Community	0.400	7	17.5	
Boone Hall Road	Christ Church	Earth	Owner/Fee	0.800	14	17.5	
Sugar Pond Road	Edisto	Earth	Community	0.400	7	17.5	
Coles Road	Johns Island	Earth	Owner	0.400	6	15.0	
Royal Oak Avenue	Johns Island	Earth	Owner/Fee	1.300	14	10.8	
Benjamin Simmons Road	St. Paul	Earth	Community	0.500	3	6.0	
John Ballam Road	Mt. Pleasant	Earth	None	0.237	1	4.2	
Conrad Street	Johns Island	Earth	Community	0.340	0	0.0	

Unimproved Roads Containing County Timber Bridges
Recommended by Public Works for County Acceptance and Construction

Abrams Road	Johns Island	Earth	Community	0.700	8	11.4	
Blind Road	Johns Island	Earth	Community	0.500	4	8.0	
Hut Road	Johns Island	Earth	Community	1.000	19	19.0	
James Bay Road	St. Andrews	Earth	Community	0.700	9	12.9	

Exhibit 42

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

94-256

____ PERMANENT
____ TEMPORARY

DATE: August 17, 1994

TO: County Administrator

FROM: Clerk of Council

RE: FY-95 ROADS/SIDEWALKS PROGRAM - Request for Approval

At a meeting of County Council held on August 16, 1994 Council:

1. Approved for construction and acceptance into the County's road system 32 unimproved roads in the unincorporated area as recommended by the Public Works Departments. Funds for this construction is included in the FY 95 Public Works Budget.

2. Approved the four unimproved roads containing County timber bridges as recommended by Public Works for County acceptance and construction. Funds to come from the Fy 95 Public Works Budget.

3. Approved for submission to the Charleston Transportation Commission for State funding the 22 County earth roads in the unincorporated area as recommended by Public Works.

4. Approved for submission to the Charleston Transportation Commission for State funding the requests for sidewalk construction in the unincorporated area as recommended by Public Works.

5. Approved for submission to the Charleston Transportation Commission for State funding the Bridge Replacements in the unincorporated area as recommended by Public Works.

DATE:

COUNCIL DIRECTIVE
FROM THE OFFICE OF THE COUNTY ADMINISTRATOR

DIRECTIVE DUE DATE

____ ACTION REQUIRED
____ FOR INFORMATION ONLY

1994

cc: Mack Canterbury
Bill Crocker
Keith Bustraan
J. Rogers

DCA - Operations

Exhibit 43

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ORDINANCE NO. 95005

STATE OF SOUTH CAROLINA	)	AN ORDINANCE PROVIDING FOR THE ANNEXATION OF 29 LOTS LOCATED ON THE NORTH AND SOUTH SIDES OF RIFLE RANGE ROAD EAST OF THE INTERSECTION OF SIX MILE ROAD
	)	
COUNTY OF CHARLESTON	)	
	)	
TOWN OF MOUNT PLEASANT	)	

WHEREAS, as an incident to the adoption of this Ordinance with respect to the above-captioned property, Town Council of the Municipality of Mount Pleasant makes the following findings of fact:

1. Section 5-3-150 of the Code of Laws of the State of South Carolina, 1976, as amended, provides for a method of annexing property into a municipality upon a petition signed by seventy-five percent (75%) or more of the freeholders of the territory proposed to be annexed and the enactment of an ordinance declaring the annexation of said area without the requirement of an election or referendum.

2. More than seventy-five percent (75%) of the freeholders as defined in Section 5-2-240 of the Code of Laws of South Carolina, 1976, as amended, owning at least seventy-five percent of the assessed valuation of the real property in the area requesting annexation have filed with the Town Council a Petition requesting the property described therein be annexed into the Town of Mount Pleasant in accordance with Section 5-30-150 of the South Carolina Code of Laws, 1976, as amended.

3. Said Petition for Annexation dated August 24, 1994, has been duly executed by the Owners and is specifically incorporated herein by reference as "Exhibit A," said Exhibit consisting of a total of eight (8) pages.

4. The area comprising said territory to be annexed is contiguous to the Town of Mount Pleasant and is described and identified specifically in "Exhibit A."

5. It is in the best interest of the Town to annex said property.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Municipality of Mount Pleasant, in Council assembled, pursuant to the statutory law of the State of South Carolina and the Petition for Annexation herein referred to, that the property described in Exhibit A and located on the North and South sides of Rifle Range Road, East of the intersection of Six Mile Road, bearing TMS #'s 558-00-00-120, 121, 169, 336, 364, 365, 366, 367, 368 and 369 and 561-00-00-060, 061, 062, 063, 074, 083, 084, 090, 091, 092, 106, 107, 108, 109, 110, 111, 115, 116 and 117, including all adjacent and abutting rights-of-way, is hereby annexed into and made a part of the Town of Mount Pleasant.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

SIGNED, SEALED AND DELIVERED THIS 11th DAY OF April, 1995.

Cheryll N. Woods-Flowers, Mayor
Town of Mount Pleasant

ATTEST:

Carol J. Hunter
Clerk of Council

April 11, 1995
Mount Pleasant, SC

Introduced: 2/14, 1995
Final Reading: 4/11, 1995

APPROVED AS TO FORM:

R. Allen Young
Town Attorney

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

EXHIBIT A

S ATE OF SOUTH CAROLINA	)	PETITION FOR ANNEXATION OF 29
	)	LOTS ON THE NORTH ANS SOUTH
COUNTY OF CHARLESTON	)	SIDES OF RIFLE RANGE ROAD EAST
	)	OF THE INTERSECTION OF SIX MILE
TOWN OF MOUNT PLEASANT	)	ROAD

TO THE HONORABLE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA:

THE UNDERSIGNED free holders in the area listed herein and being more than Seventy Five (75%) percent or the Freeholders as defined in Section 5-3-240, Code of Laws of South Carolina (1976), and owning more than Seventy Five (75%) percent of the assessed valuation of the real property in said area, hereby respectfully petition and request the Town Council of Mount Pleasant to annex the said area, making it part of the Town of Mount Pleasant as provided by Section 5-3-150, Code of Laws of South Carolina (1976). It is proposed to annex the entire area as shown on the maps attached to this petition and hereinafter described when Seventy Five (75%) percent of the Freeholders representing Seventy Five (75%) percent of the assessed valuation thereof have signed this petition.

Said property proposed for annexation consists of those parcels known as Charleston County Tax Map Sequence numbers 558-00-00-120, 121, 169, 336, 364, 365, 366, 367, 368 and 369 and 1-00-00-60, 61, 62, 63, 74, 83, 84, 90, 91, 92, 106, 107, 108, 109, 110, 111, 115, 116 and 117 and all adjacent and abutting rights-of-way.

Dated this 24th Day of August, 1994.

rec'd 1-18-95
WTC

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EXHIBIT A

Property Description for 29 lot Annexation on the North and South Sides of Rifle Range Road East of the Intersection with Six Mile Road

Said property is situated in Christ Church Parish, Charleston County on the North and South sides of Rifle Range road, east of the intersection of Six Mile Road and includes all those lots located within the following boundary description: beginning at a point approximately 312 feet North of the intersection of Rifle Range and Six Mile Roads and traveling in a generally East direction for a distance of 1420 feet, thence traveling in a generally South direction for approximately 1014 feet, thence generally 1350 feet in a generally West direction, thence in a northerly direction for approximately 912 feet, back to the point of beginning and including all adjacent and abutting rights-of-way. Such dimensions and location being approximate, as will more fully appear upon reference to the Charleston County Tax Maps, sequences 558-00-00 and 561-00-00 and the parcels listed in the petition for annexation.

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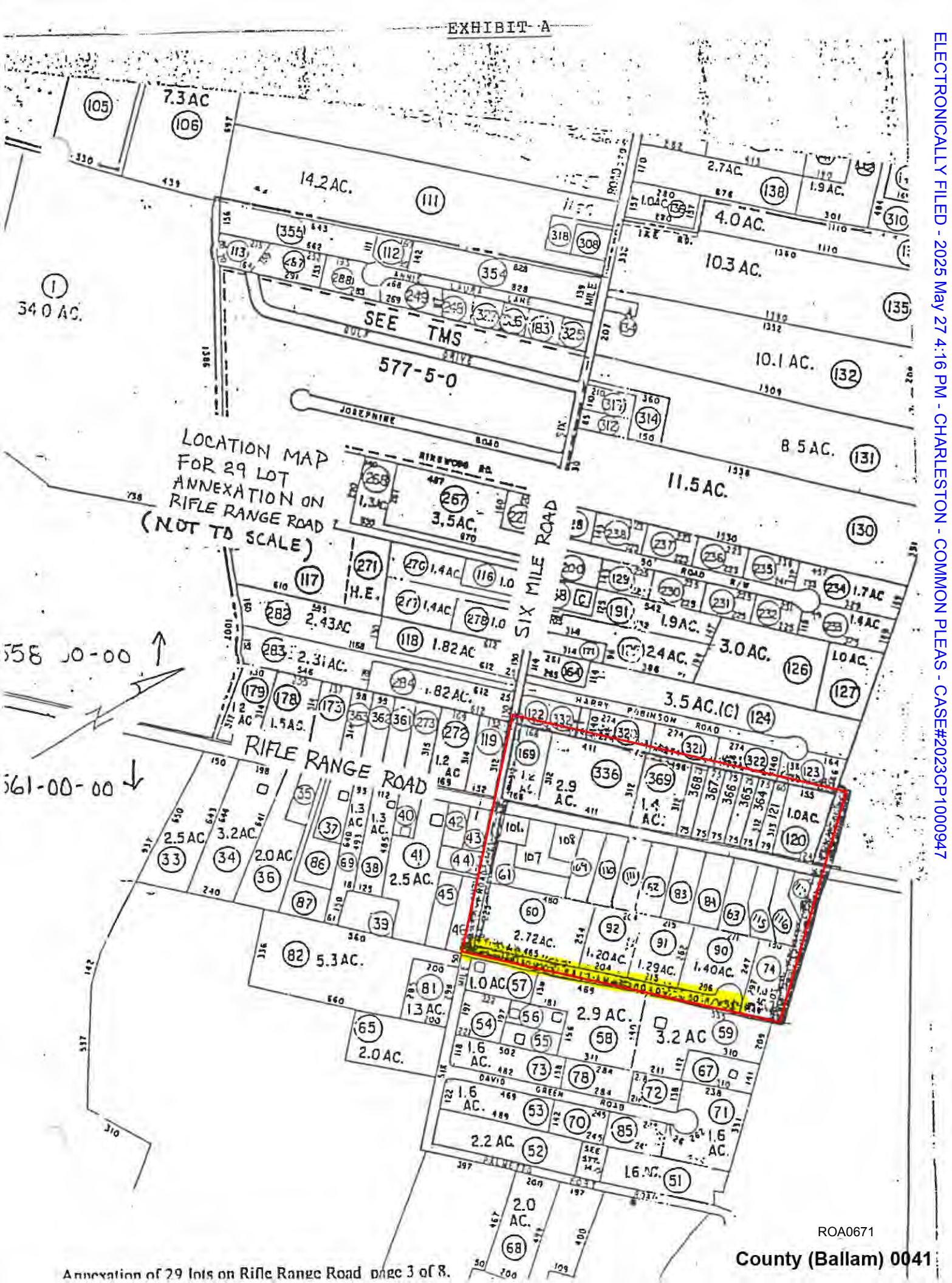

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EXHIBIT A

Annexation Petition For 29 Lots on the North and South Sides of Rifle Range Road on the Eastof the Intersection of Six Mile Road

1. 558-00-00-120
Harry Robinson, Jr.
North side of Rifle Range Road
Mount Pleasant, SC
Deed Book: U39-392
Plat Book: none

Signature Harry Robinson Jr (GLR)

Date 9-10-94

2. 558-00-00-121
John Mazyck etal.
2189 Rifle Range Road
Mount Pleasant, SC
Deed Book: Y225-77
Plat Book: CP-82

Signature John Mayck

Date 9-17-94

3. 558-00-00-169
Christopher and Isiah Dawson
4 Rifle Range Road
Mount Pleasant, SC
Deed Book: Y225-85
Plat Book: CC-19

Signature Christopher Dawson

Date 10/29/94

4. 558-00-00-336
Danielle Reese etal.
P.O. Box 586
Mount Pleasant, SC
Deed Book: Y225-865
Plat Book: CP-83

Signature _____

Date _____

5. 558-00-00-364
John Mazyck, etal.
2189 Rifle Range Road
Deed Book: Y225-77
Plat Book: CP-82

Signature ~~John~~ John Mayck

Date 9 17 - 94

6. 558-00-00-365
John Mazyck, etal.
2189 Rifle Range Road
Deed Book: Y225-77
Plat Book: CP-82

Signature John Mayck

Date 9 14 94

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EXHIBIT A

7. 558-00-00-366
John Mazyck, etal.
2189 Rifle Range Road
Deed Book: Y225-77
Plat Book: CP-82

Signature John Mazyck
Date 9 17 94

8. 558-00-00-367
John Mazyck, etal.
2189 Rifle Range Road
Deed Book: Y225-77
Plat Book: CP-82

Signature John Mazyck
Date 9 17 94

9. 558-00-00-368
John Mazyck, etal.
2189 Rifle Range Road
Deed Book: Y225-77
Plat Book: CP-82

Signature John Mazyck
Date 9 17 94

10. 558-00-00-369
Benjamin McKnight, etal.
1, Box 45
Wando, SC
Deed Book: U244-878
Plat Book: CP-83

OK

Signature Benjn McKnight
Date 10-26-94

11. 561-00-00-60
Henry Bailem IV
John Ballam Road
Mount Pleasant, SC
Deed Book: A173-853
Plat Book: BK-135

Signature _____
Date _____

12. 561-00-00-61
Isaac Wright, etal.
South side of Rifle Range Road
Mount Pleasant, SC
Deed Book: X30-321
Plat Book: CJ-57

NO

Signature Elsace Wright
Date 10-10-94

13. 561-00-00-62
Joseph Wright
243 Rifle Range Road
Mount Pleasant, SC
Deed Book: L183-284

Signature _____
Date _____

County (Ballam) 0043

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EXHIBIT A

F Book: BD-110
14. 561-00-00-63
Flora Balaam
South Side of Rifle Range Road
Mount Pleasant, SC
Deed Book: A35-38
Plat Book: CN-173

Signature Flora Balaam
Date Dec 21-94

15. 561-00-00-74
Abraham Simmons and Anne Bailem
1430 Brantley Road
Mount Pleasant, SC
Deed Book: H171-779
Plat Book: BK-135

Signature
Date 10-02-94

16. 561-00-00-83
Joseph Wright
2243 Rifle Range Road
Mount Pleasant, SC
Deed Book: L183-284
Plat Book: BD-110

Signature
Date

17. 561-00-00-84
Joseph Wright
2243 Rifle Range Road
Mount Pleasant, SC
Deed Book: L183-284
Plat Book: BD-110

Signature
Date

18. 561-00-00-90
Florence and Robert Coakley
1425 Brentley Street
Mount Pleasant, SC
Deed Book: V174-021
Plat Book: BK-135

Signature Florence Coakley
Date 10-3-94

19. 561-00-00-91
Michael and Diane Jefferson, Sr.
2242 John Ballam Road
Mount Pleasant, SC
Deed Book: B172-327
Plat Book: BK-135

Signature
Date 10/2/94

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EXHIBIT A

20. 561-00-00-92
Estell Bailem Capers
2241 Brentley Road
Mount Pleasant, SC
Deed Book: Z210-611
Plat Book: BK-135

Signature _____

Date _____

21. 561-00-00-106
Estate of Isaac Wright
2211 Rifle Range Road
Mount Pleasant, SC
Deed Book: X30-321
Plat Book: CJ-57

Signature Elsaac Wright

Date 10-10-94

22. 561-00-00-107
Estate of Isaac Wright
2211 Rifle Range Road
Mount Pleasant, SC
Deed Book: X30-321
Plat Book: CJ-57

Signature Elsaac Wright

Date 10-10-94

23. 561-00-00-108
Estate of Isaac Wright
2211 Rifle Range Road
Mount Pleasant, SC
Deed Book: X30-321
Plat Book: CJ-57

Signature Elsaac Wright

Date 10-10-94

24. 561-00-00-109
Estate of Isaac Wright
2211 Rifle Range Road
Mount Pleasant, SC
Deed Book: X30-321
Plat Book: CJ-57

Signature Elsaac Wright

Date 10-10-94

25. 561-00-00-110
Estate of Isaac Wright
2211 Rifle Range Road
Mount Pleasant, SC
Deed Book: X30-321
Plat Book: CJ-57

Signature Elsaac Wright

Date 10-10-94

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26. 561-00-00-111
Estate of Isaac Wright
2211 Rifle Range Road
Mount Pleasant, SC
Deed Book: X30-321
Plat Book: CJ-57

Signature Isaac Wright
Date 10-10-94

27. 561-00-00-115
Flora Ballam
Route 1, Box 2251
Mount Pleasant, SC
Deed Book: A35-38
Plat Book: CN-173

Signature Flora Ballam
Date 12-26-94

28. 561-00-00-116
Flora Ballam
Route 1, Box 2251
Mount Pleasant, SC
Deed Book: A35-38
Plat Book: CN-173

Signature Flora Ballam
Date 12-26-94

29. 561-00-00-117
Flora Ballam
Route 1, Box 2251
Mount Pleasant, SC
Deed Book: A35-38
Plat Book: CN-173

Signature Flora Ballam
Date 12-26-94

30. JAMES L ROBINSON
2244 RIFLE RANGE ROAD
MOUNT PLEASANT S.C.

Signature James L Robinson
DATE 9-10-94

Alfreda R. Jamison (Ketcher)
2234 David Huen Rd
Mt Pleasant, SC
29464

Alfreda R. Jamison (Ketcher
10/14/94

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Exhibit 44

Program Coordination

James C. Hutto, Projects Manager
County of Charleston
Department of Public Works
4350 Azalea Avenue
N. Charleston, South Carolina 29405-7492

(803) 745-2207
FAX (803) 744-8348

County Transportation Committee

Johnny Kinloch, Chairman

Members-At-Large

Robert H. Dunlap, Jr.
Gabriel Magwood
William Swails, Sr.

Technical Members

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MINUTES

MEETING : Charleston County Transportation Committee

PLACE : South Carolina Electric and Gas Company
3691 Leeds Avenue, North Charleston, South Carolina

DATE : March 11, 1996

PRESENT : Johnny Kinloch, Chairman
Robert H. Dunlap, Jr.
Joel P. Ford
James C. Rogers
William Swails, Sr.
Gabriel Magwood
Howard Chapman
William B. Gore
James C. Hutto

The meeting was called to order at 7:01 p.m. Chairman Kinloch presented the invocation and informed attendees that he had been informed by Barbara Wilson, Public Works Secretary III, that in compliance with the Freedom of Information Act, notice of the meeting had been mailed to all news media and persons requesting information. The minutes of the February 13, 1996 meeting were unanimously approved by all members present.

OLD BUSINESS

At Chairman Kinoch's request, Jim Rogers discussed a letter received by Mr. Kinloch from Robert B. Ferrell, Deputy Assistant to Director, SCDOT, regarding lack of financial activity on Charleston County Item No. 202164 (Paving of Old Jacksonboro Road/Tumbleston Road). Since the project had been dormant for nearly three years, Mr. Ferrell indicated he had asked his budget office to close this project and return the unexpended balance to the available "C" fund account for new projects. Mr. Rogers indicated that the engineering had been completed on this project but a number of trees which fall under the County's significant tree ordinance category still had to be addressed. He recommended that a letter be prepared for Chairman Kinloch's signature and sent to Mr. Ferrell indicating that this was still an active project. **Jim Hutto motioned for approval of this recommendation. Joel Ford seconded, and the motion was unanimously approved by all members in attendance.**

NEW BUSINESS

Chairman Kinloch opened the floor to comments. Public comments were received as follows:

Bernie Roper, Mayor of the Town of Seabrook Island, distributed a letter (copy attached) to the committee members regarding paving of Seabrook Island Road. Mr. Roper advised the committee that the cost of repairs was between $56,000 and $57,000; and because of the extensive deterioration of Seabrook Island Road, the Town was willing to provide $30,000 to share the cost to have this project receive priority. Chairman Kinloch asked the CTC's Funding Overview Subcommittee to meet and come back with a recommendation regarding this request at the next scheduled CTC meeting.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Anna Johnson, a council member for the Town of James Island, spoke on behalf of the residents of the Williams Road/Honey Hill Road section to have their roads rocked. Pauline Ladson, a resident on Williams Road, showed pictures of the condition of Williams Road to the committee. Howard Chapman asked if the Town of James Island was aware whether the rights-of-way had been acquired for Williams Road and Honey Hill Road. Jim Rogers stated petitions for all the roads listed were received but the rights-of-way have not been secured. Mr. Rogers indicated that the committee would have to address the issue of considering whether to fund a project without the right-of-way in hand or consider funding only those projects with rights-of-way secured.

Grange Coffin, Mayor of the Town of Meggett, and Robert Brown, Councilman, Town of Hollywood, inquired about the widening of Highway 162. Mayor Coffin also inquired about the intersection at Highway 162 and Highway 165. Jim Rogers stated both Highway 162 and Highway 165 are SCDOT roads and the State Highway Department would need to make a recommendation to the CTC to consider funding for those if they so desired. The Town of Meggett and the Town of Hollywood could, however, make a request to the State and support the project with them.

Mayor Coffin, Jerry Smoak, Owner, President, and Operator of Toogoodoo Farms in Meggett, and Richard Simmerly, resident on Toogoodoo Farm Road, spoke on behalf of paving Toogoodoo Farm Road. This is a heavily traveled road which experiences constant problems during inclement weather becoming almost impassable in several spots.

Joseph Riley, Mayor of the City of Charleston, discussed the improvements needed to Lockwood Drive and Fishburne Street, which is the City of Charleston's number one priority request. Mr. Riley displayed an artist's rendition of the new baseball stadium that the City of Charleston is constructing with partial funding from Charleston County. Jim Rogers inquired whether ISTEA funds or State Economic Development funds had been requested for this project. Howard Chapman indicated ISTEA funds were requested for several city projects but not this particular one.

R. Keith Summey, Mayor of the City of North Charleston, spoke on behalf of the City of North Charleston's number one priority, the Ladson/Ashley Phosphate Road Connector Phase I. When completed, approximately 10,000 vehicles per 24-hour period will be on this roadway which will alleviate some of the traffic problems now being experienced. It will also open up large industrial tracts needed in the recoupment of economic development benefitting all segments of Charleston County in the creation of jobs and additional tax breaks. All landowners in the area have agreed to permit the right-of-way.

There being no further public comments, Chairman Kinloch asked Jim Armstrong, Inspector III, Public Works Department, to give an update on the Pavement Management System.

Jim Armstrong reported the 1995 Resurfacing Plan is currently underway and scheduled for completion the latter part of this year. Re-surveying of 165 miles of roadway and daily traffic counts are being done to keep the system updated. Once the 1995 Resurfacing Plan is completed, approximately 57.6 million dollars would be needed to bring the entire system up to an acceptable level. The ideal percent would go from 77.9%, which is what it was before the 1995 plan, down to 77.1%. This indicates that enough money is not being spent on resurfacing and rehabilitation of our roads. Based on a five-year plan, 5.7 million dollars annually, which is 90% of available funding, would be needed in order to maintain the 77.1% level we are now at. By duplicating and modifying the 1995 plan, the 1996 Resurfacing Plan's ideal percent would drop to 75.9%. By adding another million dollars to the program, the ideal percent would increase to 76.4%. This would rehabilitate approximately 65 miles of roadway and lower the overall need to 55 million dollars.

Chairman Kinloch requested Jim Hutto give his New Construction, Maintenance, and Safety Projects Subcommittee's recommendation of FY 96 funding percentages. Mr. Hutto reviewed the FY 1996 Funding Summary (copy attached) and stated it was the subcommittee's recommendation to adopt the 65% (resurfacing/maintenance), 25% (funds for new construction), and 10% (reserves) split. **Mr. Hutto then motioned that the subcommittee's recommendation be adopted. Howard Chapman seconded, and the motion was unanimously approved by all members present.**

Joel Ford recommended on behalf of the Funding Overview Subcommittee that the following projects be funded for FY 96: Ladson Ashley Phosphate Road Connector Phase I in North Charleston; 25 Mile Road in Awendaw; Toogoodoo Farm Road in Meggett; Sixth Avenue in Mt. Pleasant; Station 22.5 improvements on Sullivans Island; turn lanes on US 17, which include Darrell Creek Road, Thickett Apartments, between SC 517 and Snee Farm, Snee Farm, Bees Ferry Road (S-57), Main Road, Longpoint Road, and Mt. Olivet Church (Highway 162); Francis Yonge Way in Charleston County; Bell Street in Lincolnville; Third Avenue in Mt. Pleasant; Rutgers Bridge in Charleston County; Center Street (traffic light replacement) in Folly Beach; John Ballam Road in Mt. Pleasant; and Easton Street in Charleston County. Discussion followed. **Bill Gore motioned to accept the subcommittee recommendation and Joel Ford seconded. Howard Chapman offered an amendment to the motion to fund Priority 1 projects with the exception of those projects where right-of-way is not available. Mr. Gore accepted the amendment, and Jim Hutto seconded.** Further discussion followed.

Chairman Kinloch called for a vote of committee members on the amended motion. The motion was defeated by a six-to-two vote, as follows:

Bill Gore	Aye
Joel Ford	Nay
Robert Dunlap	Nay
Howard Chapman	Aye
William Swails	Nay
Jim Hutto	Nay
Gabriel Magwood	Nay
Jim Rogers	Nay

Jim Rogers motioned that the subcommittee's original recommendation be adopted and Joel Ford seconded. Howard Chapman offered an amended motion to substitute the Lockwood/Fishburne project for the New Road project. Mr. Rogers stated New Road was not one of the recommended projects and did not accept the amended motion. **The chairman called for a vote on the original motion, and it was unanimously approved by all members present.**

Jim Rogers addressed the individuals from the Williams Road/Honey Hill area whose projects were not funded. He suggested they go to their elected officials and ask them to request that Charleston County Council authorize Public Works to assist in securing rights-of-way needed in their area.

Howard Chapman requested that the discussion of the Lockwood/Fishburne sidewalks be placed on the agenda for the next CTC meeting. Chairman Kinloch indicated this would be done.

There being no further comments, Bill Gore moved to adjourn. Rob Dunlap seconded, and with all members in favor, the chairman adjourned the meeting at 8:25 p.m.

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Exhibit 45

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CIVIL ACTION NO. 2023-CP-10-00947
Henry Bailem, IV, Joseph Bailem, Sheila Bailem, Diane Jefferson, Michael Jefferson, Sr., Rashica Coakley, and Ann Bailem Simmons, PLAINTIFFS, v. County of Charleston, Town of Mount Pleasant, DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC, Marie P. Howard, Lewis B. Howard, Jr., Lanelle P. Johnson, William Bailem, Sr., X Syvier Lynn Johnson, Sonia Maria Simmons, Kenneth Davis, Juanita Nelson, Titus Howard, Myeisha Howard, James Howard, and John Doe and Jane Doe, fictitious names used herein to designate the unknown heirs at law, distributes, and/or devisees of all persons claiming under or through the devisees, and any such persons who are minors or members of the Armed Forces of the United States of America, as contemplated by the Soldiers' and Sailors' Relief Act, 1940, as Amended, and all persons entitled to claim under and through any of them, DEFENDANTS.	**AFFIDAVIT OF MARK CAIN**

PERSONALLY APPEARED, before me, the undersigned notary public, Mark Cain, who, being first placed under oath, deposes and states as follows:

1. My name is Mark Cain. I am over the age of 21 and am competent to testify to the matters set forth herein. If called to testify in this matter, I would testify in accordance with this Affidavit.

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2. I am a former Civil Engineer I with the Charleston County Public Works Department.

3. As part of my employment with Charleston County, I assisted with the engineering portions of improving roads in Charleston County to County standards. The first aspect of this was to take what were often one lane dirt roads and bring them to county standards for a two lane dirt road.

4. Shortly after I began working for Charleston County, I recall speaking with Diane Jefferson and Henry Bailem regarding John Ballam Road. They were two of the property owners abutting John Ballam Road.

5. I looked at a plat by James Pennington which was recorded in Plat Book BK, at Page 135, and observed that there was a fifty (50') foot right of way which was dedicated to the public.

6. Ms. Jefferson made it abundantly clear that the Bailem family wanted John Ballam Road upgraded to County Standards, using County funds. Ms. Jefferson was persistent and tenacious in her pursuit of having John Ballam Road upgraded to County Standards, using County funds. She repeatedly told me that she wanted the road paved.

7. Attached hereto as **Exhibit A**, are notes which I took on the road plans for John Ballam Road. These notes were made at about the time of conversations which took place with Ms. Jefferson and Mr. Bailem in 1996. These notes were made as part of my employment with Charleston County Public works and were made as part of the activities of my employment. Moreover, it was made in the course of regularly conducted activity of Charleston County Public Works, and it was the regular practice of the entity to make these sorts of notes.

8. The notes reflect my conversations with, and my thoughts regarding, the ability to improve John Ballam Road to County standards.

Mark Cain

SWORN to and subscribed before me
this 19th day of May, 2025.

Notary Public for the State of South Carolina
Printed Notary Name: Linda Brewer
My Commission Expires: 2/16/2027

[Notarial Seal]

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To: JCR
From: MLC
Date: 7-19-96
Re: John Ballam Rd.

Mrs. Jefferson stopped by yesterday and said she was going to Council about the project. Attached are a set of plans with my comments. The design is done, but two non-design items are delaying its implementation: a). an active well in the R/W

b). wetlands that I suspect were filled by property owners, w/o a permit.

Please get with me do discuss if you have any questions. Thanks.

Mark Carr
7-19-96

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Notes by Mark L. Cain
7-19-96

Mrs. Jefferson
884-6044
Call 2 pm

Ms Rawl
881-0681

(50' R/W) SIX MILE ROAD S-10-921

HENRY BAILEM, IV
2251 RIFLE RANGE RD.
MT. PLEASANT, SC 29464
Z173-853

JOSEPH BAILEM
2241 BRANTLEY RD.
MT. PLEASANT
Z210-611

MICHAEL JEFFERSON
2242 JOHN BALLAM RD.
MT. PLEASANT, SC
B172-327

FLORENCE COAKLEY
1425 BRENTLEY RD.
MT. PLEASANT, SC
V174-21

ABRAHAM SIMMONS
1436 BRANTLEY RD.
MT. PLEASANT, SC
K186-111

HOKE S. SHULER
1488 SIX MILE RD.
MT. PLEASANT, SC
E213-886

MC A. McMANNUS
1430 McMANNUS RD.
MT. PLEASANT
R51-505

MC A. McMANNUS

EXTEND 12' OF 18" RCP
24'-15" RCP
23" GUM TO BE REMOVED.
REMOVE EXIST. CROSS DRAIN 24'-15" RCP
REMOVE CONC. SLAB
WELL TO BE EXCAVATED, MAT'L'S REMOVED AND BACKFILLED. 12" LIFTS MECHANICALLY COMPACTED TO 98% MODIFIED PROCTOR.
LOCATION OF WELL
28'-15" RCP
24'-15" RCP
FILLED BY OTHERS
WETLANDS
24'-15" RCP
EDGE OF WETLANDS
JOHN BALLAM ROAD (50' R/W)
a.k.a. SIX MILE CANAL
15" RCP I.P.F.
6' WOOD FENCE
20'
200' TAPER
15' RAD. EA. SIDE
30' DRAINAGE EASEMENT
EXISTING TOP OF BANK
PROPOSED BIODEGRADABLE EROSION CONTROL MATTING ON FILL SLOPE.
PROPOSED BOTTOM OF BANK
EDGE OF PROPOSED 5' SHOULDER
30' DRAINAGE EASEMENT (15' EACH SIDE)
20' DRAINAGE EASEMENT
30" RCP I.E. 9.85
CONC. MON.

According to Mr. Bailem, this well is active. Mt Pleasant Water is anticipating installing a water line in late summer or early fall 1996, at which time the owner would be able to connect to the system. Until this is done, the road cannot be constructed. I intend to talk to Mt. Pleasant Water some more, has that Mrs. Jefferson is adamant that the road be constructed, to see if there is another feasible option.

Someone has completely filled those wetlands, and the Corps has verbally indicated that an after-the-fact permit is necessary. (I'm trying to confirm this in writing). Rather than get caught in the middle between the Corps and a property owner(s), we should strongly consider terminating the road around Sta 9+00 and telling the owners they will need to get an after-the-fact permit if they want the road extended.

Pending

30' drainage easement overlaps 50' road R/W by 15', leaving insufficient room in which to build the road unless: a). owner(s) dedicate add'l R/W, or b). major ditch reconstruction occurs.

I recommend rebuilding the ditch

Mrs. Jefferson wants us to drain the low area back towards Six Mile Rd. as opposed to making the ditch deeper towards Six Mile Canal. The site topography will not allow for this, because the ditch would be flat. Furthermore, the large oak complicates the matter.

Ditch shown must be reconstructed as part of the road improvement project. I mentioned to Mrs. Jefferson that I could shift the road away from the ditch if she would dedicate an additional 10' or so of R/W. She declined.

PROPOSED BTM. OF DITCH - WIDTH VARIES FROM 2' TO 4'
COMPACT EACH LAYER OF EMBANKMENT TO NOT LESS THAN 95% OF MAX. DENSITY BE-FORE SUCCESSIVE LAYERS ARE APPLIED.
5' SHOULDER
EXIST. EMBANKMENT
DEPTH VARIES FROM ±2.2' TO 2.8'
PROPOSED BENCHING EXCAVATION IN 12" LIFTS (MAX.) BENCHING TOE OF SUFFICIENT WIDTH SO THAT THE EMBANKMENT MAY BE BROUGHT UP IN LAYERS.
FAR SIDE OF BANK TO REMAIN UNDISTURBED.

PRELIMINARY
7-16-96
MRC

LOCATION MAP

LOCAL PAVING / ROCKING PROGRAM
JOHN BALLAM ROAD - PLAN
SCALE: 1" = 50'

TYPICAL SECTION A-A
NOT TO SCALE

TBM: NAIL IN 40" OAK TREE. ELEVATION 14.92

STA. 0+10
STA. 0+00 PVC ELEV. 14.38
STA. 0+30 PVC ELEV. 14.11
EDGE 14.44
ELEV. 13.70
PVI STA. 0+80 PVC ELEV. 14.38
PVT STA. 1+05 PVT ELEV. 14.38
STA. 1+84 15" RCP X-LINE
STA. 3+17 RIGHT DITCH WATER

S=1.18%
S=0.093%
LEFT DITCH ±0.19%
RIGHT DITCH ±0.17%
Water ponds in ditch in "fish bowl" area
—x— is the proposed ℄ ditch profile
blue is the existing ℄ ditch profile
Red is the proposed ℄ ditch profile per Virginia's plan that was prepared in 1994. My understanding is that our crews constructed the ditch in accordance with Virginia's plan, but later were asked to fill it partially after Mrs. Jefferson complained about its depth. THE BEST WAY TO ELIMINATE THE PONDING AROUND STA 3+00 IS TO REGRADE THE DITCH AS SHOWN.
PROPOSED 15" RCP IE 10.60

IE 11.72 (ext.)
IE 11.85 (Lt.)
IE 11.99 (ext.)
IE 12.41 (Lt.)
14.09
14.38
14.35
14.28
14.24
14.09
14.15
14.09
14.04
14.00
13.97
13.91
13.85
13.82
13.79
13.72
13.70
13.63
13.61
13.54
13.52
13.44
13.40

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00 13+00

LEGEND
CENTER OF ROAD (EXISTING)
LEFT GROUND (EXISTING)
RIGHT GROUND/BANK (EXISTING)
RIGHT DITCH (EXISTING)
PROPOSED ℄ ROAD
PROPOSED ℄ RT. DITCH
PROPOSED ℄ LT. DITCH
℄ DITCH EXISTING (PLAN VIEW)

PROFILE
VERT. SC. 1" = 2'
HORIZ. SC. 1" = 50'

PLAN
SURVEYED
DRAWN
PLOTTED
NOTE BOOK
No.
CHECKED
ALIGNMENT CHECKED
RT. OF WAY CHECKED

PROFILE
SURVEYED
DRAWN
PLOTTED
NOTE BOOK
No.
GRADES CHECKED
MASS HAUL
STRUCTURE NOTATIONS CHECKED

DATE BY

Keuffel & Esser Company
PLATE 1, PLAN-PROFILE 487008 Made in U.S.A.

4/18/96 DESIGN ADDED

JOHN BALLAM RD.
CHRIST CHURCH PARISH
2/23/95 LJG

CP 439.015
SHEET 1 OF 2

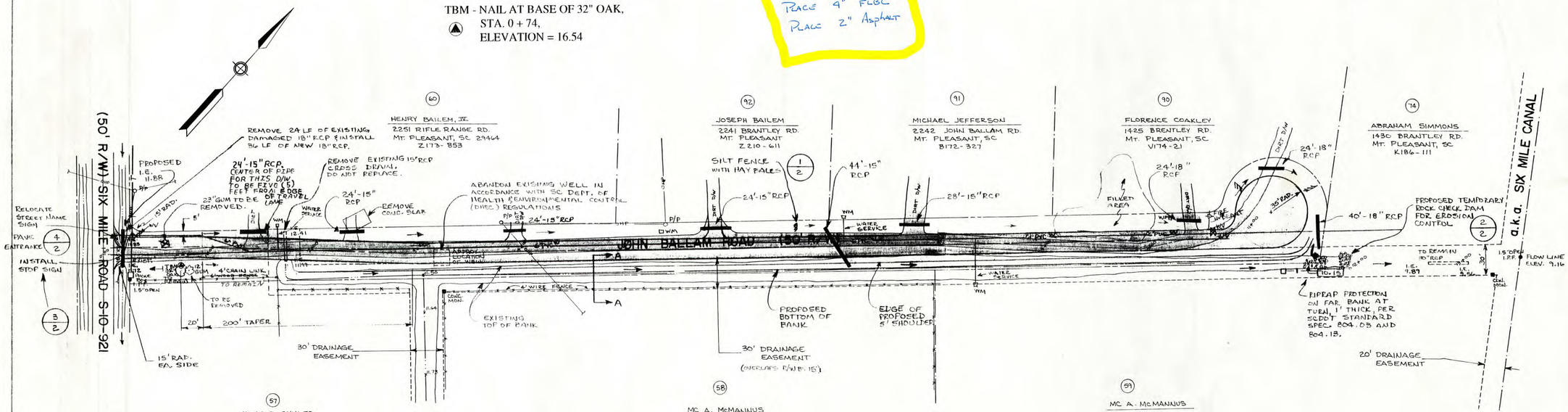
ROA0684

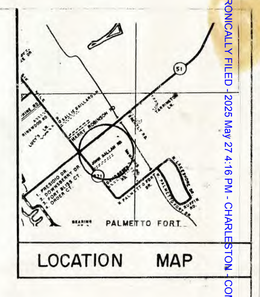
Exhibit 46

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

TBM - NAIL AT BASE OF 32" OAK,
STA. 0 + 74,
ELEVATION = 16.54

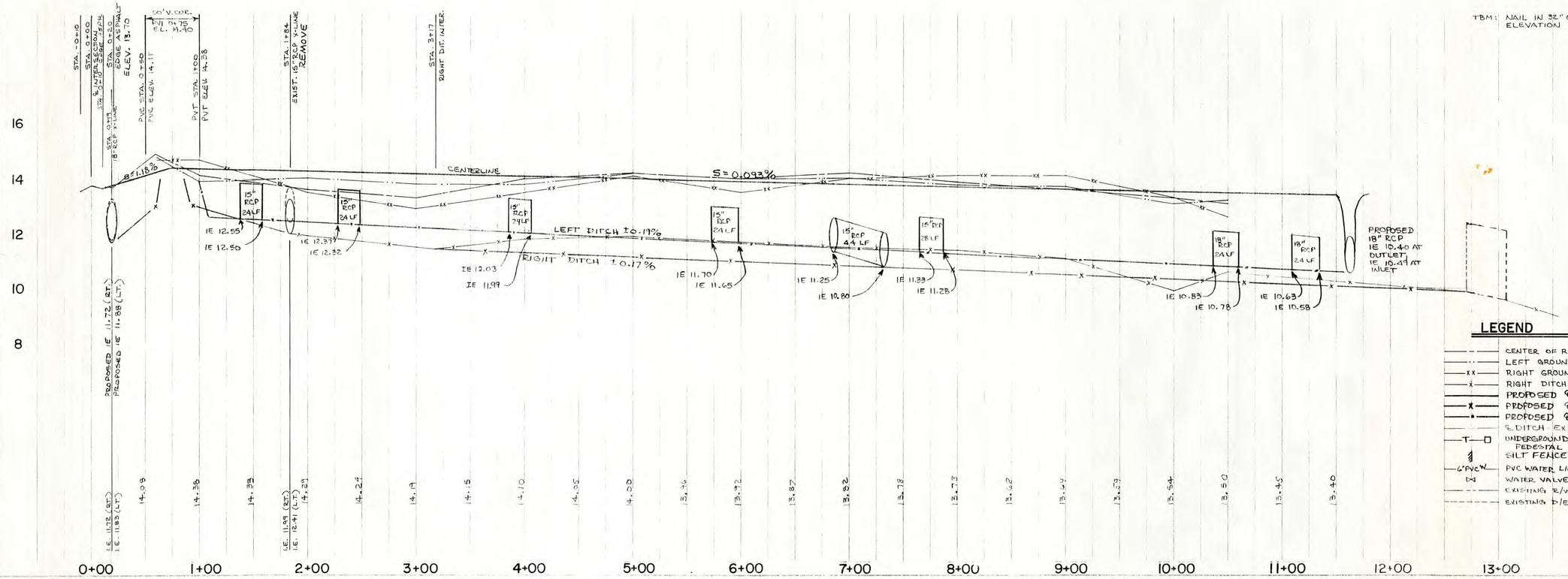
Remove 3" CR-19
Place 4" FLBC
Place 2" Asphalt





LOCAL PAVING / ROCKING PROGRAM
JOHN BALLAM ROAD - PLAN

SCALE : 1" = 50'



LEGEND

- CENTER OF ROAD (EXISTING)
- LEFT GROUND (EXISTING)
- RIGHT GROUND/BANK (EXISTING)
- RIGHT DITCH (EXISTING)
- PROPOSED ℄ ROAD
- PROPOSED ℄ RT. DITCH
- PROPOSED ℄ LT. DITCH
- ℄ DITCH EXISTING (PLAN VIEW)
- UNDERGROUND TELEPHONE ℄ PEDESTAL
- SILT FENCE
- 6"PVC W — PVC WATER LINE
- WV — WATER VALVE
- EXISTING R/W
- EXISTING D/E

PROFILE

VERT. SC. : 1" = 2'
HORIZ. SC. : 1" = 50'

Keuffel & Esser Company — PLATE 1 PLAN/PROFILE PATTERN Made in U.S.A.

REV. 2/26/98 REMOVED SECTION DETAIL
4/18/95: DESIGN ADDED
8/7/97: BENCH, MISC. LINES, LEGEND

John Ballam Rd.
Christ Church Parish
2/22/95 LJG

CP 439.015
ROAD685
SHEET 1 OF 2

County (Ballam) 0056

Exhibit 47

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

John Ballam Road, #439.015

Construction Material Quantities
October 2, 1998
By: Mark L. Cain

160 LF	RCP, 15" x 8', Class III	$6.02/FT	+ 6% TAX
8 LF	RCP, 15" x 4', Class III	$6.02/FT	
120 LF	RCP, 18" x 8', Class III	$7.08/FT	
4 LF	RCP, 18" x 4', Class III	$7.08/FT	
160 LF	Comseal, 1" x 14 ½'	(11 ROLLS)	$8.37/ROLL
~~24 TN~~	~~FLBC, 8" thick (w/i Six Mile Road right-of-way)~~		~~$8.50/TON~~
6 TN	Type I HMAC, 2" thick (w/i Six Mile Road right-of-way)	(PURCHASE LATER)	
~~950 TN~~	~~CR-14~~	(ALREADY PURCHASED)	
30 SY	Filter Fabric under Riprap		
17 TN	Riprap (hand placed)		
½ TN	#5 Stone		
22 LF	Silt Fence w/ metal stakes & Hog wire		
6 EA	Hay Bales		
200 LBS	Grass Seed		
1 EA	Stop Sign		

ROSIE-

PLEASE ORDER ALL EXCEPT HMAC AND CR-14. CONSTRUCTION IS CLEARING THIS PROJECT NOW.

-Bill

PWD
(Form-35)

APPLICATION FOR ENCROACHMENT PERMIT
COUNTY OF CHARLESTON

Street or Road McManus, David Green Brentley, John Ballam Crystal, Hwy, Yough Hall, Abe White Subdivision N/A Date 12/6/96

The undersigned applicant (owner) hereby applies to the County of Charleston for a permit for encroachment on Right-of-way of County Road or Street.

(Attach a print of the sketch plan to each copy of this form.)

Kevin Coffey
(Applicant's (Owner(s) Signature)

12/9/96
(Date)

Kevin Coffey

ENCROACHMENT PERMIT
Permit No._____

Issued to:

Name: Mt. Pleasant Waterworks

Address: 1250 Fairmont Ave, Mt Pleasant 29464

Telephone No.: (803) 884-9626

Street or Road Name:

McManus, David Green, Brentley John Ballam Rd, Crystal, Hwy Yough Hall, Abe White

Subdivision: N/A

In compliance with your request and subject to all the provisions, terms, conditions, and restrictions written herein, you are authorized and permitted to:

COUNTY OF CHARLESTON

By: _____ Date: _____
Director, Department of Public Works

(NOTE) This form is to be submitted to the Director of the Department of Public Works. When submitting the form, the applicant shall sign the application for the encroachment permit and acceptance of the provisions, etc. on the back.

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Exhibit 48

20 March Wednesday 2002

79/286 Spring begins

March 2002

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JEAR/MILO

7:00 a.m. Check 41st St
7:15
7:30
7:45
8:00 Check JOHN Ballam
8:15 — MEASURE BALANCE OF FLOW
8:30 NEEDED @ Sta. 6+00
8:45 100 tons balance
9:00
9:15 Check 6 Mile Rd
9:30
9:45 Start storm drain Ft. JOHNSON
10:00 at Folly Rd.
10:15 — CURB INLET to ABANDON
10:30 Not as shown on plans
10:45 —WILL MAKE INTO MANHOLE
11:00
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April 2002

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Thursday March 21

Benito Juarez' Birthday (Mexico) 80/285

7:00 a.m. Ken
7:15
7:30 Work on Invoices
7:45 — Colony Const.
8:00
8:15
8:30
8:45
9:00
9:15
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AT-A-GLANCE®

ROA0688

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27 March Wednesday

86/279 Passover begins at sundown

March 2002
S M T W T F S
1 2
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30
31

7:00 a.m.
7:15 Stopped CREW from Parking
7:30 John Ballam Rd
7:45 — Not Enough moisture, Wet
8:00 & Rolled compaction passed
8:15 after several Passes
8:30
8:45
9:00 Meeting w/ Jim A. &
9:15 Chris about Nissan at
9:30 Copake Nsn. Worked up
9:45 Change Order amount
10:00
10:15 Checked crew at Folly
10:30 Rd. & Ft. Johnson
10:45 — left card for Managers
11:00 & Muffin Shop
11:15 Spoke to Assistant manager
11:30
11:45

5:00
5:15
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6:00
6:15

p.m. 12:00
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7:15
7:30
7:45

April 2002
S M T W T F S
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30

Thursday March 28

Passover 87/278

7:00 a.m.
7:15 Paving John Ballam Rd
7:30 — Crew & myself
7:45
8:00
8:15 Landscape Pavers @
8:30 #1st Ave & Palm Blvd.
8:45 — paving, pouring sidewalk
9:00
9:15
9:30
9:45 Checked layout at Fort
10:00 Johnson & Folly Rd
10:15 —
10:30
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County (Ballam) 0058

1 April Monday

91/274 Easter Monday (Canada, United Kingdom)

April 2002

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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Tuesday April 2

92/273

May 2002

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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ROA0690
County (Ballam) 0059

Exhibit 49

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

SEE TMS 558-0-0

SEE TMS 560-0-0

SEE TMS 577-0-0

SEE T.M.S. 561-5-0

SEE T.M.S. 561-1-0

RAVEN'S RUN

TO U.S. 17

3.6 AC.

9.8 AC.

1.2 AC.

1.1 AC.

1.9 AC.

14.0 AC.

8.2 AC.

1.0 AC.

49.8 AC.

100.0 AC.

221.8 AC.

105.0 AC.-HI.
62.0 AC.-MSH.

265.0 AC.

75.0 AC.

127.7 AC. MARSH

58.5 AC
MARSH

145.6 AC. HIGH
426.4 AC. MARSH

2.5 AC.

2.9 AC.

2.0 AC.

5.0 AC.

5.3 AC.

1.3 AC.

2.72 AC.

1.20 AC.

1.40 AC.

1.0 AC.

2.0 AC.

3.4 AC.

1.6 AC.

2.2 AC.

1.6 AC.

2.0 AC.

14.4 AC.

13.0 AC.

14.6 AC.

- LEGEND -

(18) MAP PARCEL NUMBER
505 MAP SCALED DIMENSION
10 AC.(C) ACREAGE COMPUTED
⟵ DENOTES SAME OWNER

— — — COUNTY LINE
— — — MUNICIPAL LINE
— — — TAX DISTRICT LINE

1" = 100'
1" = 400'
1" = 50'

W - WEST OF ASHLEY RIVER
E - EAST OF COOPER RIVER
C - CENTRAL - BETWEEN ASHLEY AND COOPER RIVERS

DATE COMPLETED: 5-1-73			
REVISIONS			
DEED CHANGES	FIELD CHECK	DEED CHANGES	FIELD CHECK
12 - 31 - 86			

1013

APPROXIMATE SCALE IN FEET
0 400 800 1200 1600

TAX MAP COMPILED FROM DEED - PLAT RESEARCH AND FIELD RECONNAISSANCE.
ALL MEASUREMENTS ARE TO THE NEAREST FOOT.
BUILDINGS ARE NOT PLOTTED TO EXACT SCALE OR LOCATION.
DATE OF AERIAL PHOTOGRAPHY - FEBRUARY, 1967

TAX MAP PREPARED BY THE COUNTY ASSESSOR'S OFFICE. THE CHARLESTON COUNTY BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL THIS MAP. NO RESALE OR REPRODUCTION FOR RESALE PURPOSE IS PERMITTED.

TAX DISTRICT NO.	1-3
SCHOOL DISTRICT NO.	2
AREA: AWENDAW SPECIAL TAX DISTRICT	
AERIAL PHOTO NO. 69-1873 ; 78-1728	

1-3 CREATED DEC 31, 1983, FORMERLY 1-2

TAX MAP NUMBER
1" = 400' 1" = 100' 1" = 50'
E 561-0-0
CHARLESTON COUNTY, S. C.

- LEGEND -

COUNTY LINE	(18) MAP PARCEL NUMBER
MUNICIPAL LINE	50S MAP SCALED DIMENSION
TAX DISTRICT LINE	10 AC.(C) ACREAGE COMPUTED
	⟷ DENOTES SAME OWNER

1" = 100'

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

561

1" = 400'

1" = 50'

W - WEST OF ASHLEY RIVER
E - EAST OF COOPER RIVER
C - CENTRAL - BETWEEN ASHLEY AND COOPER RIVERS

DATE COMPLETED: 5-1-73			
REVISIONS			
DEED CHANGES	FIELD CHECK	DEED CHANGES	FIELD CHECK
12-31-72		12-31-83	
12-31-80		12-31-84	
12-31-81			
12-31-82			

APPROXIMATE SCALE IN FEET

0 400 800 1200 1600

TAX MAP COMPILED FROM DEED - PLAT RESEARCH AND FIELD RECONNAISSANCE.
ALL MEASUREMENTS ARE TO THE NEAREST FOOT.
BUILDINGS ARE NOT PLOTTED TO EXACT SCALE OR LOCATION.
DATE OF AERIAL PHOTOGRAPHY - FEBRUARY, 1967

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AERIAL PHOTO NO. 69-1873 , 78-1728	

1-3 CREATED DEC 31, 1983, FORMERLY 1-2

TAX MAP NUMBER

1" = 400' 1" = 100' 1" = 50'

E 561- 0 - 0

CHARLESTON COUNTY, S. C.

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County (Ballam) 0212

Exhibit 50

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BP1021015

PGS: 6

STATE OF SOUTH CAROLINA)
) LIMITED WARRANTY DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS that BALLAM RD LLC, a South Carolina limited liability company ("Grantor"), in consideration of the sum of Three Million Seven Hundred Eighty Thousand and 00/100 Dollars ($3,780,000.00), paid by DAN RYAN BUILDERS SOUTH CAROLINA, LLC, a South Carolina limited liability company ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED BY REFERENCE HEREIN

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining;

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said Grantee, its successors and assigns forever.

AND subject to the permitted exceptions attached as Exhibit B, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular said premises unto said Grantee and Grantee's successors and assigns, against Grantor and Grantor's successors and assigns lawfully claiming or to claim the same, or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Ave. 2nd Floor
North Charleston, SC 29406

21-07928 WCH 8/21

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name and its seal affixed hereto as of the 19 day of July, 2021.

Signed, sealed and delivered
in the presence of:

WITNESS

WITNESS

BALLAM RD LLC,
a South Carolina limited liability company

(SEAL)
By: Cary Matheson
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before my this 19 day of July, 2021 by Cary Matheson, as Manager of Ballam RD LLC, a South Carolina limited liability company, on behalf of the limited liability company. The foregoing person was known to me or identified by me through satisfactory evidence.

Notary Public for South Carolina
Printed Name: Nicole Mackie
My commission expires:

NICOLE MACKIE
NOTARY
PUBLIC
EXP. July 16, 2025
SOUTH CAROLINA

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

EXHIBIT A
Legal Description

PARCEL 1:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, shown and designated as 23,152 SQ. FT (0.531 AC.) on a plat entitled "SURVEY SHOWING A 0.531 ACRE TRACT OF LAND ABOUT TO BE CONVEYED TO PETER WATERFIELD LOCATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" by Keith K. Ruddy PLS, dated July 10, 1998 and recorded July 21, 1998 in Plat Book DB at Page 544, in the RMC Office for Charleston County. Said parcel of land having such size, shape, dimensions buttings and boundings as will by reference to said plat more fully appear.

PARCELS 2 & 3:

ALL those certain pieces, parcels, or lots of land, together with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina, as shown and designated as tracts containing "2.92 ACRES" and "3.2 ACRES" on a Plat titled, "PLAT OF THREE TRACTS OF LAND OWNED BY McASTOR McMANUS & McASTOR McMANUS JR. LOCATED IN CHRIST CHURCH PARISH CHARLESTON COUNTY, S.C." made by F. Elliotte Quinn, III, R.L.S., dated June 13, 1988, and duly recorded in the R.M.C. Office for Charleston County in Plat Book BV, page 82; said lot having such size, shape, dimensions, buttings and boundings as will be shown by reference to the aforesaid Plat.

PARCEL 4:

ALL that piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, SC and shown and designated as 1.0 acre on a plat of three tracts of land prepared by Precision Land Surveying Co., dated June 13, 1988 and thereafter recorded in the RMC Office for Charleston County in Plat Book BV at page 82; said 1.0 acre parcel having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

Being the same property conveyed to Grantor herein by the following deeds:

1. By deed of American Star Development SC, LLC to Ballam RD LLC recorded May 10, 2017 in Charleston County ROD Office at Book 0636, page 764.
2. By deed of American Star Development SC, LLC to Ballam RD LLC recorded May 10, 2017 in Charleston County ROD Office at Book 0636, page 765.
3. By deed of Floride Juanita Boyd and William Ray Boyd to Ballam RD LLC recorded February 6, 2019 in Charleston County ROD Office at Book 0776, page 337.

TMS Nos. 561-00-00-055 (Parcel 1)
561-00-00-058 (Parcel 2)
561-00-00-059 (Parcel 3)
561-00-00-067 (Parcel 4)

Grantee's mailing address: 3955 Faber Place Dr., Suite 100, North Charleston, SC 29405

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EXHIBIT B
Permitted Exceptions

1. Taxes and assessments for the year 2021, and subsequent years, which are a lien but are not yet due and payable.

2. Easement or right of way and the unlimited right of ingress and egress to the property above conveyed over the road running through the remaining property, now or formerly of Allen Mitchum, and connecting up on the West, with an extension of the Six Mile Road, South of Rifle Range Road (as to Parcel 1).

3.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title/Closing Date: ~~July~~ August 5, 2021

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by **Ballam Rd LLC to Dan Ryan Builders South Carolina, LLC**

3. The DEED is (check one of the following)
   (A) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (B) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity , or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) ☐ EXEMPT from the deed recording fee because
   (Explanation if required)
   (IF EXEMPT, PLEASE SKIP ITEMS 4-6, AND GO TO ITEM 7 OF THIS AFFIDAVIT.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (A) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $3,780,000.00.
   (B) ☐ The fee is computed on the fair market value of the realty which is $_____.
   (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The DEED Recording Fee is computed as follows:

(A)	$3,780,000.00	the amount listed in item 4 above
(B)	$ -0-	the amount listed in item 5 above (no amount place zero)
(C)	$3,780,000.00	Subtract Line 6(b) from Line 6(a) and place the result.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is $13,986.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Ballam Rd, LLC

By: Gary Wadlow
Its: Manager

SWORN to before me this
19 day of July, 2021.

Notary Public for South Carolina
My Commission Expires: _____

NICOLE MACKIE
NOTARY PUBLIC
SOUTH CAROLINA
Exp. July 16, 2025

45730336 v1

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

WEEKS & IRVINE LLC

MAKER:

BALLAM RD LLC

RECIPIENT:

DAN RYAN BLDRS SC

Original Book:

Original Page:

Note:

RECORDED

Date:	August 6, 2021
Time:	10:40:07 AM

Book	Page	DocType
1021	015	Deed

Michael Miller, Register
Charleston County, SC

# of Pages: 6

Recording Fee	$ 15.00
State Fee	$ 9,828.00
County Fee	$ 4,158.00
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 14,001.00

DRAWER	Drawer 2
CLERK	SLW

AUDITOR STAMP HERE

RECEIVED From ROD

Aug 27, 2021

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP JBA

DATE 08/30/2021

37

1021	015	08/06/2021	6
Book	Page	Recorded Date	# Pgs

		D	10:40:07
Original Book	Original Page	Doc Type	Recorded Time

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 51

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BP1115899

PGS: 5

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT OF NAME CHANGE PURSUANT TO S.C. CODE §33-4-104

Personally appeared before me, the undersigned duly authorized representative of DAN RYAN BUILDERS SOUTH CAROLINA, LLC, a South Carolina limited liability company, now being known as DRB GROUP SOUTH CAROLINA, LLC, a South Carolina limited liability company, who, being duly sworn, deposes and says as follows:

1. The undersigned is making this affidavit pursuant to the provisions of Section 33-4-104, South Carolina Code of Laws, 1976, as amended, which requires an entity which owns real property and changes its name to file an affidavit regarding such name change in the office of the Register of Deeds of the county in which the real property is situated.

2. The undersigned is an authorized officer, agent, representative or signatory of DAN RYAN BUILDERS SOUTH CAROLINA, LLC, now being known as DRB GROUP SOUTH CAROLINA, LLC.

3. DAN RYAN BUILDERS SOUTH CAROLINA, LLC is the record owner of certain real property located in Charleston County, South Carolina.

4. By its Amended Articles of Organization filed June 1, 2022, with the South Carolina Secretary of State, DAN RYAN BUILDERS SOUTH CAROLINA, LLC, changed its name to DRB GROUP SOUTH CAROLINA, LLC, a copy of which is attached as Exhibit "A."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406

21-14071HH 6/22
D'Erectata

 6/2022

Dated this 2ND day of June, 2022.

Kimberly Szyalik
Witness #1

Witness #2

DRB Group South Carolina, LLC, a South Carolina limited liability company

Paul J. Yeager
By: Paul J. Yeager
Its: Exec. VP & CFO

ACKNOWLEDGMENT

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I, the undersigned notary, do hereby certify that PAUL J. YEAGER, as EXEC VP & CFO of DRB Group South Carolina, LLC, a South Carolina limited liability company, personally appeared before me this 2ND day of June, 2022, and acknowledged the due execution of the foregoing instrument.

Notary Public
My Commission Expires: 4/11/2026
(SEAL)

KATHERINE TRIVELLI
Notary Public
State of Maryland
Frederick County
My commission exp. April 11, 2026

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EXHIBIT "A"

AMENDED ARTICLES OF ORGANIZATION

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jun 01 2022
REFERENCE ID: 1051823

SECRETARY OF STATE OF THE STATE OF SOUTH CAROLINA

Filing ID: 220601-0916146

Filing Date: 06/01/2022

STATE OF SOUTH CAROLINA

SECRETARY OF STATE

AMENDED ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY -DOMESTIC

Pursuant to the 1976 S.C. Code of Laws, as amended, Section 33-44-204(a), the undersigned limited liability company adopts the following amended articles of organization:

1. The name of the limited liability company is:

DAN RYAN BUILDERS SOUTH CAROLINA, LLC

2. The date the articles of organization were filed is 10/12/2005.

3. The articles of organization are amended in the following respects, of which all amended provisions may lawfully be included in the articles of organization. If the space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph on this form.

Amended Entity Name: DRB Group South Carolina, LLC
Additional Amendment That Dan Ryan Builders South Carolina, LLC, a South Carolina limited liability company, is now named and known as DRB Group South Carolina, LLC.

Signature: Signed as Authorized Signature: Paul J. Yeager

Capacity/Position of Person Signing (you must check one box):

☒ Manager ☐ Member ☐ Organizer

☐ Fiduciary ☐ Attorney-In-Fact

Paul J. Yeager
(Print or Type Name)

Date: 06/01/2022

Form Revised by South Carolina Secretary of State, August 2016
F0030

SC Secretary of State
Mark Hammond

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RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date: June 9, 2022
Time: 4:53:15 PM

Book	Page	DocType
1115	899	Affidavit

Michael Miller, Register
Charleston County, SC

MAKER:
DAN RYAN BLDRS SC

RECIPIENT:
DRB GROUP SC

Original Book:

Original Page:

# of Sats:

Note:

# of Pages:	5
# of References:	
Recording Fee	$ 10.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
TOTAL	$ 10.00

DRAWER: Drawer 2
CLERK: SLW

1115 Book

899 Page

06/09/2022 Recorded Date

5 # Pgs

Original Book

Original Page

D Doc Type

16:53:15 Recorded Time

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 52

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BP1262917

PGS: 5

Prepared by and Return To:

Womble Bond Dickinson (US), LLP
Attn: Cynthia Spieth Morton, Esq.
P.O. Box 999
Charleston, South Carolina 29402

***TITLE NOT EXAMINED OR CERIFIED BY WOMBLE BOND DICKINSON (US) LLP**

STATE OF SOUTH CAROLINA)
) **QUIT CLAIM DEED**
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that **DRB Group South Carolina, LLC**, formerly known as Dan Ryan Builders South Carolina, LLC, a South Carolina limited liability company ("Grantor") for and in consideration of the sum of Five and 00/100ths Dollars ($5.00) true consideration, the receipt and sufficiency of which is hereby acknowledged, to it in hand paid by **Ballam Oaks Property Owners Association, Inc.**, a South Carolina nonprofit corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, released and quit claimed and by these Presents does grant, bargain, sell, release and quit claim, unto the Grantee, the real property described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property" or "premises").

Grantee's Address: c/o DRB Group South Carolina, LLC
3955 Faber Place Drive, Suite 100
North Charleston, SC 29405

TMS Nos. See Exhibit A

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Property before mentioned, unto the said Grantee, its successors and assigns forever, so that neither Grantor nor its successors and assigns, nor any person or persons claiming under Grantor shall at any time hereafter by any way or means, have claim, or demand any right or title to the aforesaid Property or appurtenances, or any part or parcel thereof.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Grantor has executed this deed as of the 29TH day of JULY, 2024.

Signed, sealed and delivered
in the presence of:

DRB Group South Carolina, LLC, formerly known as Dan Ryan Builders South Carolina, LLC, a South Carolina limited liability company

Signature of 1st witness

By: _____
Michael J. Boyle
Title: Charleston Division President

Signature of 2nd witness

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

I, the undersigned Notary Public, do hereby certify that **DRB Group South Carolina, LLC**, formerly known as Dan Ryan Builders South Carolina, LLC, a South Carolina limited liability company, by Michael J. Boyle, its Charleston Division President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 29TH day of JULY, 2024.

KELSEY D. ANDERSON NOTARY PUBLIC My Commission Expires 10-14-2031 STATE OF SOUTH CAROLINA

SEAL OF NOTARY

Notary Public for South Carolina
Print Name: KELSEY D. ANDERSON
My commission expires: 10-14-2031

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit "A"
Legal Description

ALL THOSE CERTAIN pieces, parcels, and tracts of land identified as Welks Way, Sandy Pearl Way, and (POND) HOA (1.58 acres) in the Ballam Oaks Community as identified on a plat entitled "**Final Subdivision Plat John Ballam Subdivision Charleston County TMS 561-00-00-055, -058, -059, & -067, Property of Dan Ryan Builders South Carolina, LLC, Located in Christ Church Parish, Charleston County, South Carolina**" prepared by Christopher R. Elmer, SCPLS No. 30759 of Tim Elmer RLS, LLC dated July 8, 2022, revised December 19, 2023, and recorded in the Charleston County Register of Deeds Office in Plat Cabinet L23, Page 0483 on December 22, 2023, and as further described below.

Parcel Name	Acreage	TMS Number
(POND) HOA	68,770 sq. ft., 1.58 acres	561-00-00-067
Welks Way – 20' Private Right of Way		561-00-00-667
Sandy Pearl Way – 50' Private Right of Way		561-00-00-667

Being portions of the property acquired by DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC by Deed of Ballam Rd LLC, a South Carolina limited liability company dated July 19, 2021 and recorded August 6, 2021 in Book 1021 at Page 015 in the Charleston County Register of Deeds.

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The Property, being located in Town of Mount Pleasant, identified as Sandy Pearl Way, Welks Way, and (Pond) HOA (TMS Nos. 561-00-00-667 and 561-00-00-067, Ballam Oaks Community), Charleston County, are being transferred by **DRB Group South Carolina, LLC**, formerly known as Dan Ryan Builders South Carolina, LLC, a South Carolina limited liability company, to **Ballam Oaks Property Owners Association, Inc.** this 29th day of July, 2024.

3. The deed is exempt from recording fees because of Exemption No. 1. Value of property being transferred is less than $100.00.

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as Grantor.

5. I understand that a person required to furnish an affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned for not more than one year, or both.

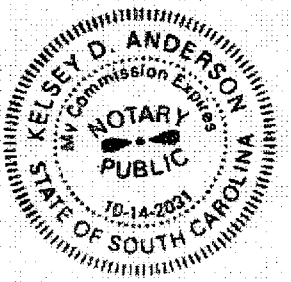
SWORN to this 29th day of July, 2024.

DRB Group South Carolina, LLC, formerly known as Dan Ryan Builders South Carolina, LLC, a South Carolina limited liability company

Michael J. Boyle
Title: Charleston Division President

Notary Public for South Carolina
My Commission Expires: 10-14-2031
Print Name of Notary: Kelsey D. Anderson

SEAL OF NOTARY



RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

Filed By:

WOMBLE BOND DICKINSON (US) LLP
5 EXCHANGE STREET
PO BOX 999
CHARLESTON SC 29401 (BOX)

RECORDED

Date:	August 21, 2024
Time:	2:30:50 PM

Book	Page	DocType
1262	917	Deed

Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:
DRB GROUP SC

RECIPIENT:
BALLAM OAKS POA

Original Book:

Original Page:

Note:

# of Pages:	5
Recording Fee	$ 15.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 15.00
DRAWER	Drawer 2
CLERK	SLW

AUDITOR STAMP HERE
RECEIVED From ROD
Aug 26, 2024
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP LMC
DATE 08/27/2024

1262	917	08/21/2024	5
Book	Page	Recorded Date	# Pgs

		D	14:30:50
Original Book	Original Page	Doc Type	Recorded Time

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

REFERENCES:

1. PLAT BY F. ELLIOTTE QUINN, III, DATED JUNE 13, 1988, AND RECORDED IN PLAT BOOK BV, PAGE 082.
2. CONSTRUCTION PLANS BY EARTHSOURCE ENGINEERING.
3. DEED BOOK 1021, PAGE 015.
4. CHARLESTON COUNTY TMS 561-00-00-055, -058, -059, & -067

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER F.I.R.M. COMMUNITY PANEL 45019C 0533 K, EFFECTIVE DATE JANUARY 29, 2021.
2. AREA WAS DETERMINED BY COORDINATE METHOD.
3. PROPERTY CORNERS SET ARE 3/4" REBAR.
4. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

ACREAGE CHART

18 LOTS	5.41 ACRES
RIGHT-OF-WAY	0.78 ACRE
TOTAL HOA	1.58 ACRES
POND 0.46 ACRE	
TOTAL AREA	7.77 ACRES

SPECIAL NOTES:

1. THIS PROPERTY IS ZONED: S-3

SETBACKS:	
FRONT	25'
SIDE	15'
REAR	25'

2. ANY FUTURE SUBDIVISION OF THIS PARCEL, OR ROAD CONSTRUCTION OR EXTENSION OF THE EXISTING ROADS SHOWN HEREON SHALL REQUIRE COMPLIANCE WITH THE CHARLESTON COUNTY ORDINANCES. BEFORE CHARLESTON COUNTY WILL CONSIDER ACCEPTANCE OF ANY DEDICATION OF ROADS INTO THE COUNTY ROAD SYSTEM, THE PROPERTY OWNER(S) SHALL CONSTRUCT THE ROADS TO COUNTY OF CHARLESTON ROAD CONSTRUCTION STANDARDS;
3. IT IS HEREBY EXPRESSLY UNDERSTOOD BY THE PROPERTY OWNER, DEVELOPER OR ANY SUBSEQUENT PURCHASER OF ANY LOTS SHOWN ON THE PLAT THAT THE COUNTY OF CHARLESTON IS NOT RESPONSIBLE FOR THE MAINTENANCE OF THE STREETS, ROADS, COMMON AREAS, DRAINAGE SYSTEMS AND ANY OTHER MUNICIPAL SERVICES WHICH INCLUDE, BUT ARE NOT LIMITED TO, GARBAGE DISPOSAL, PUBLIC SEWAGE, FIRE PROTECTION OR EMERGENCY MEDICAL SERVICE;
3. BE AWARE THAT THE COUNTY OF CHARLESTON IS NOT RESPONSIBLE FOR DRAINAGE AND FLOODING PROBLEMS RELEVANT TO THE REAL PROPERTY, AND THAT EMERGENCY VEHICLES MAY HAVE DIFFICULTY ACCESSING THE PROPERTY;
4. NO PUBLIC FUNDS SHALL BE USED FOR THE MAINTENANCE OF THE ROADS SHOWN ON THE PLAT.
5. THIS APPROVAL IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO MAINTAIN THE ACCESS EASEMENTS UNTIL THEY HAVE BEEN CONSTRUCTED TO COUNTY STANDARDS AND ACCEPTED FOR MAINTENANCE BY CHARLESTON COUNTY COUNCIL.

SPECIAL NOTES (cont'd):

6. EXISTING AND PROPOSED INGRESS/EGRESS EASEMENTS AND/OR PRIVATE RIGHTS-OF-WAY THAT PROVIDE ACCESS TO THE LOTS CREATED BY THIS PLAT MUST BE CONSTRUCTED, INSPECTED, AND APPROVED IN COMPLIANCE WITH THE CHARLESTON COUNTY ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE IN THE LOCATION SHOWN ON THIS PLAT AND SHALL BE CONSTRUCTED FROM THEIR POINT OF CONNECTION TO AN EXISTING PUBLICLY OWNED AND MAINTAINED RIGHT-OF-WAY TO THE LOT(S) PROPOSED FOR DEVELOPMENT PRIOR TO THE ISSUANCE OF ZONING PERMITS FOR NEW CONSTRUCTION OF STRUCTURES, WITH THE EXCEPTION OF ADDITIONS/RENOVATIONS TO EXISTING STRUCTURES THAT ARE LEGALLY PERMITTED AND NEW CONSTRUCTION OF ACCESSORY STRUCTURES. IN ADDITION, STREET SIGNS ON NAMED INGRESS/EGRESS EASEMENTS AND PRIVATE RIGHTS-OF-WAY SHALL BE INSTALLED AND INSPECTED IN COMPLIANCE WITH THE CHARLESTON COUNTY ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE.
7. PRIVATE ROAD AND DRAINAGE EASEMENTS ARE DEDICATED TO THE HOA FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER FACILITIES WITHIN THE PRIVATE DRAINAGE EASEMENTS.
8. ARMY CORPS OF ENGINEERS SAC# 2015-01765-2J0.

PLANNING AND R.O.D. USE ONLY

APPROVED PLAT
Director of Planning
Charleston County Planning Commission
S8DV-02171 01-25-24
Appl# Date

RECORDED
DATE: 1/29/2024 TIME: 12:51:09 PM
Book-Page: L24 0039 DocType: Large Plat
Karen Hollings, Register of Deeds, Charleston County, SC
Record Fee $25.00
Postage $0.00
TOTAL $25.00
Drawer
Clerk
Paid By: CHARLESTON COUNTY PLANNING
Location: JOHN BALLAM S/D

LOCATION MAP NOT TO SCALE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	31.42'	20.00'	N84°20'47"W	28.28'
C2	31.42'	20.00'	N05°39'13"E	28.28'
C3	31.42'	20.00'	N84°20'47"W	28.28'
C4	31.42'	20.00'	N05°39'13"E	28.28'

JOHN BALLAM ROAD (TOWN OF MT. PLEASANT PUBLIC 50' R/W)

TOWN OF MT. PLEASANT / CHARLESTON COUNTY

MARIE P. & LEWIS B. HOWARD, Jr. TMS 561-00-00-057

JAMES KEVIN & BETTY JO SNEED TMS 561-00-00-056

JAMES KEVIN & BETTY JO SNEED TMS 561-00-00-054

ANN BAILEM SIMMONS TMS 561-00-00-074

ANHTONY DENIS & TIFFANY N. HILLS TMS 577-00-00-225

JOHN W. & BONITA W. MITCHUM TMS 577-00-00-130

JOHN W. & BONITA W. MITCHUM TMS 577-00-00-283

LOT 1 12,523 sq.ft. 0.29 acres
LOT 2 12,510 sq.ft. 0.29 acres
LOT 3 12,721 sq.ft. 0.29 acres
LOT 4 12,509 sq.ft. 0.29 acres
LOT 5 12,511 sq.ft. 0.29 acres
LOT 6 12,513 sq.ft. 0.29 acres
LOT 7 12,515 sq.ft. 0.29 acres
LOT 8 12,517 sq.ft. 0.29 acres
LOT 9 12,519 sq.ft. 0.29 acres
LOT 10 12,521 sq.ft. 0.29 acres
LOT 11 12,918 sq.ft. 0.30 acres
LOT 12 12,570 sq.ft. 0.29 acres
LOT 13 12,535 sq.ft. 0.29 acres
LOT 14 12,502 sq.ft. 0.29 acres
LOT 15 12,500 sq.ft. 0.29 acres
LOT 16 12,500 sq.ft. 0.29 acres
LOT 17 12,530 sq.ft. 0.29 acres
LOT 18 22,922 sq.ft. 0.53 acres
(POND) HOA 86,770 sq.ft. 1.58 acres

WELKS WAY — 20' PRIVATE R/W — 640.00' (TOTAL)
CRACKED SHELL LANE — 20' PRIV. INGRESS/EGRESS PRIVATE 16' DRIVE
1044.05' (TOTAL)

ALFREDA R. KETCHEN, et al TMS 561-00-00-078
JOHNNIE ROBINSON, et al TMS 561-00-00-072
MARIE GREEN, et al TMS 561-00-00-071
GREEN FAMILY MTP, LLC TMS 561-00-00-595
GREEN FAMILY MTP, LLC TMS 561-00-00-643
GREEN FAMILY MTP, LLC TMS 301-07-00-161
GREEN FAMILY MTP, LLC TMS 561-00-00-630

CHARLESTON COUNTY / TOWN OF MT. PLEASANT — McMAVIS ROAD (UNIMPROVED) — TOWN OF MT. PLEASANT / CHARLESTON COUNTY

TIM ELMER RLS, LLC
523 MYRTLE WAR LANE
MONCKS CORNER, SC 29461
Phone: (843) 482-0796
CE@TIMELMERLS@gmail.com

TIM ELMER RLS, LLC LAND SURVEYING No. C03715 CERTIFICATE OF AUTHORIZATION

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

CHRISTOPHER R. ELMER, SCPLS No. 30759

I HEREBY DEDICATE THE PRIVATE ACCESS EASEMENTS, PRIVATE DRAINAGE EASEMENTS, AND RETENTION POND AREA SHOWN HEREON TO THE USE OF THE PROPERTY OWNERS FOREVER. THE HOME OWNERS ASSOCIATION IS REQUIRED TO MAINTAIN THEM UNTIL SUCH TIME AS IT IS ACCEPTED INTO A PUBLIC MAINTENANCE SYSTEM.

REPRESENTATIVE: RONALD BULLMAN

LEGEND
- PROPERTY LINE WITH PROPERTY CORNER FOUND (AS DESCRIBED)
- PROPERTY LINE WITH PROPERTY CORNER SET (SEE NOTE #3)
- PROPERTY LINE BEING ABANDONED
- ADJACENT PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- SEWER EASEMENT
- WATER EASEMENT

THIS PLAT SUPERSEDES PLAT RECORDED IN BOOK L23, PAGE 0483
CURVE AND LINE LABELS WERE ADDED

FINAL SUBDIVISION PLAT
JOHN BALLAM SUBDIVISION
CHARLESTON COUNTY TMS 561-00-00-055, -058, -059, & -067,
PROPERTY OF DAN RYAN BUILDERS SOUTH CAROLINA, LLC,
LOCATED IN CHRIST CHURCH PARISH,
CHARLESTON COUNTY, SOUTH CAROLINA.

DATE: JANUARY 23, 2024 SCALE: 1" = 50'

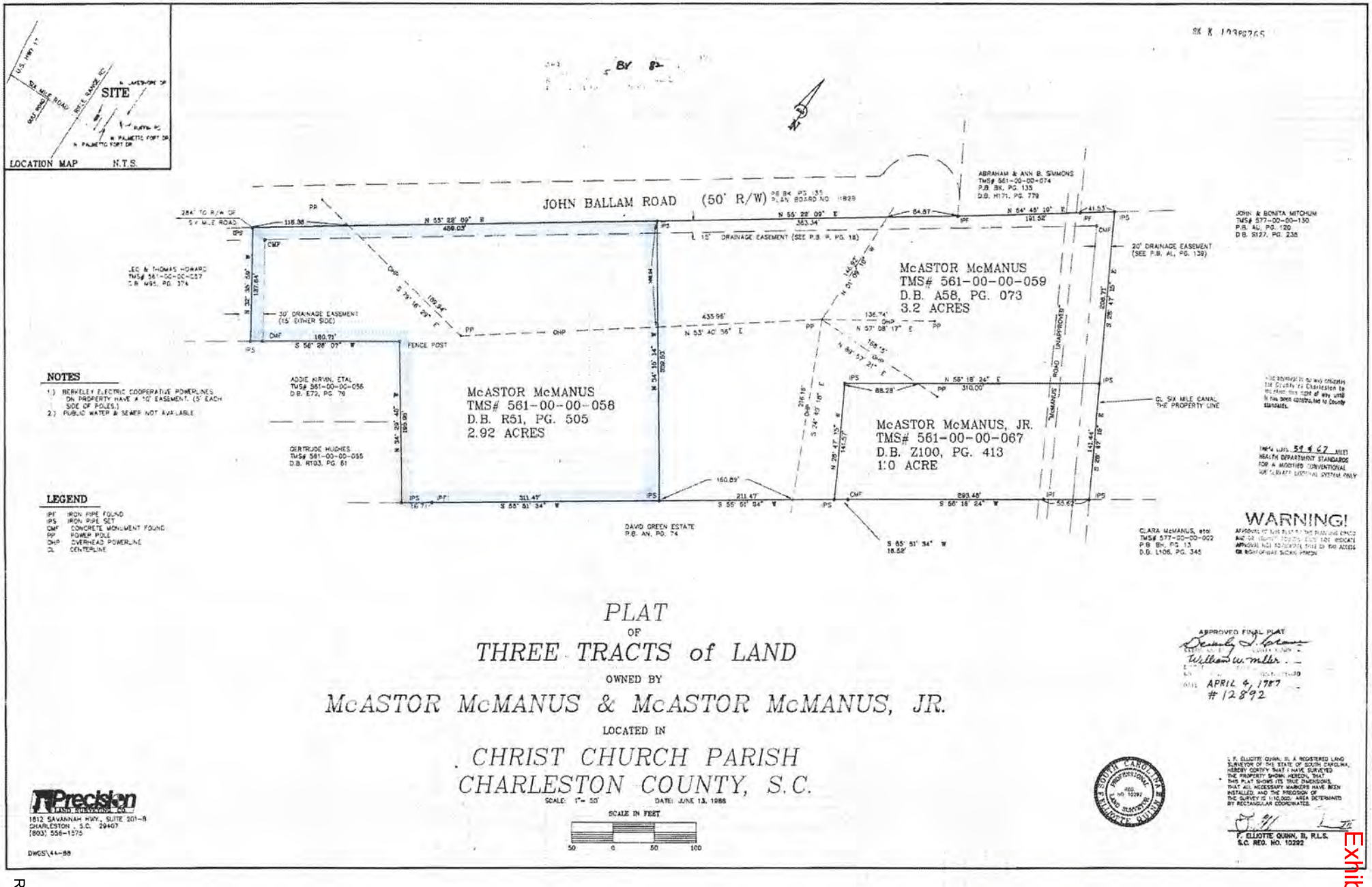
(IN FEET)
1 inch = 50 Ft.

JOB NO. 21-JOHN BALLAM CRE

ROA00709

Exhibit 53

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947



ROA0710

Exhibit 54

BV/82

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 55

ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

BP0636765

#PGS: 5

PREPARED BY:
W. JAMISON COX
SMITH, COX & ASSOCIATES, LLP
160 EAST BAY STREET, SUITE 201
CHARLESTON, SC 29401
FILE: 10943HARVIN-CAUTHEN

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON) (General Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS that AMERICAN STAR DEVELOPMENT SC, LLC, a South Carolina limited liability company, (the "Grantor"), in the State aforesaid, for and in consideration of the sum of TWO MILLION EIGHT HUNDRED FIFTY EIGHT THOUSAND AND NO/100 DOLLARS ($2,858,000.00) to it in hand paid at and before the sealing of these presents by BALLAM RD, LLC, a South Carolina limited liability company, ("Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does grant, bargain, sell and release unto the said Grantee, its successors and assigns, the following described property (the "Property"), to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

GRANTEE'S ADDRESS: 103 Palm Boulevard, Unit 2-C
Isle of Palms, SC 29451

This conveyance is made subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Property before mentioned unto the said Grantee, its successors and assigns, forever.

AND Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Property unto the Grantee, its successors and assigns, against the Grantor and the Grantor's successors and assigns, and every person whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 8th day of May, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Witness

AMERICAN STAR DEVELOPMENT SC, LLC
By: _____
Brian Harvin, its authorized Member

STATE OF SOUTH CAROLINA)
) *ACKNOWLEDGMENT*
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 8th day of May, 2017, by American Star Development SC, LLC acting by and through Brian Harvin, its authorized member.

Notary Public for South Carolina
Commission Expires: 6/1/2025

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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947
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ELECTRONICALLY FILED - 2025 May 27 4:16 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit "A"
(Legal Description)

ALL those certain pieces, parcels or lots of land, together with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina, as shown and designated as tracts containing "2.92 ACRES" and "3.2 ACRES" on a Plat titled, "PLAT OF THREE TRACTS OF LAND OWNED BY McASTOR McMANUS & McASTOR McMANUS JR. LOCATED IN CHRIST CHURCH PARISH CHARLESTON COUNTY, S.C." made by F. Elliotte Quinn, III, R.L.S., dated June 13, 1988, and duly recorded in the R.M.C. Office for Charleston County in Plat Book BV, page 82; said lot having such size, shape, dimensions, buttings and boundings as will be shown by reference to the aforesaid Plat.

DERIVATION: These being the same properties conveyed to American Star Development SC, LLC by Deed of Floride Juanita Boyd and Joan M. Ermer, Co-Personal Representatives of the Estate of Floride McManus dated September 23, 2015 and recorded September 25, 2015 in the Office of the RMC for Charleston County in Deed Book 0506 at Page 989.

(For reference only, said parcels presently bear County TMS #s: 561-00-00-058 and 561-00-00-059)

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by AMERICAN STAR DEVELOPMENT SC, LLC to BALLAM RD, LLC, on this 8th day of MAY, 2017, is commonly known as 3 parcels of acreage on or near Ballam Rd., Mt. Pleasant, SC, presently bearing County TMS #s: 561-00-00-058, and -059.

3. Check one of the following: The Deed is

(a) __XX_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ EXEMPT from the deed recording fee because exemption .
(Explanation, if required) _____.
(If exempt, skip items 4-6, and go to item 7 of this affidavit)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.

(a) __XX_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $2,858,000.00.

(b) _____ The fee is computed on the fair market value of the realty which is $_____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES _____ or NO __XX_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $_N/A__.

6. The DEED Recording Fee is computed as follows:

(a) $2,858,000.00 (the amount in item 4 above)

(b) $_____0.00 (the amount in item 5 above)

(c) $2,858,000.00 (subtract Line 6(b) from Line 6(a) and enter result

7. As required by Code Section 12-24-70, I state that I am a responsible person who related to the transaction as: Seller.

8. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

American Star Development SC, LLC
By: _____
Brian Harvin, its Member

SWORN to before me this
8th day of May, 2017

_____
Notary Public for South Carolina
My commission expires: 6/6/2025

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

SMITH COX & ASSOCIATES
ATTORNEYS AT LAW

RECORDED

Date:	May 10, 2017
Time:	2:40:56 PM

Book	Page	DocType
0636	765	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:
AMERICAN STAR DEV SC LLC

RECIPIENT:
BALLAM RD LLC

Note:

# of Pages: 5

Recording Fee	$	10.00
State Fee	$	7,430.80
County Fee	$	3,143.80
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	10,584.60

DRAWER	Drawer 1
CLERK	KLH

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From RMC
May 12, 2017
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MKD
DATE 05/15/2017
37

0636	765	05/10/2017	5
Book	Page	Recorded Date	# Pgs

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Original Book	Original Page	Doc Type	Recorded Time

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Exhibit 56

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BP0506989

PGS: 5

Prepared By:

Foti Law Firm, LLC
162 Seven Farms Drive, Suite 205
Charleston, SC 29492

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE
(TITLE NOT EXAMINED BY FOTI LAW FIRM, LLC)

KNOW ALL MEN BY THESE PRESENTS, that we, Floride Juanita Boyd and Joan M. Ermer, CoPersonal Representatives of the Estate of Floride McManus (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of ONE MILLION THIRTY-NINE THOUSAND AND NO/100 DOLLARS ($1,039,000.00) and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth, to the Grantor paid by American Star Development SC, LLC (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said American Star Development SC, LLC, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina, as shown and designated as tract containing 2.92 acres on a Plat entitled, "PLAT OF THREE TRACTS OF LAND OWNED BY MCASTOR MCMANUS & MCASTOR MCMANUS JR. LOCATED IN CHRIST CHURCH PARISH CHARLESTON COUNTY, S.C." made by F. Elliotte Quinn, III, R.L.S., dated June 13, 1988, and duly recorded in the R.M.C. Office for Charleston County in Plat Book BV, page 82; said lot having such size, shape, dimensions, buttings and boundings as will be shown by reference to the aforesaid Plat.

Having the current TMS: 561-00-00-058

AND

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina, as shown and designated as tract containing 3.2 acres on a Plat entitled, "PLAT OF THREE TRACTS OF LAND OWNED BY MCASTOR MCMANUS & MCASTOR MCMANUS JR. LOCATED IN CHRIST CHURCH PARISH CHARLESTON COUNTY, S.C."" made by F. Elliotte Quinn, III, R.L.S., dated June 13, 1988, and duly recorded in the R.M.C. Office for Charleston County in Plat Book BV, page 82; said lot having such size, shape, dimensions, buttings and boundings as will be shown by reference to the aforesaid Plat.

Having the current TMS: 561-00-00-059

DERIVATION: This being a portion of the property conveyed to Floride McManus by Deed of Distribution from the Estate of McAstor McManus (2000-ES10-0759) dated May 11, 2000 and recorded January 23, 2001, in the Office of the RMC for Charleston County in Deed Book N362 at Page 148.

This conveyance is made subject to the following:

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina.

TMS Number: 561-00-00-059 & 058

Grantee's Address: P.O. BOX 211, SULLIVAN'S ISLAND, SC 29482

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, ***American Star Development SC, LLC,*** *and their Heirs and Assigns forever.*

And the Grantor does hereby bind the Grantor and the Grantor's Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantees hereinabove named and the Grantee's Heirs and Assigns against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

INTENTIONALLY LEFT BLANK

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WITNESS my hand and seal this 23rd day of September in the year of our Lord, Two Thousand and Fifteen (2015) and in the Two Hundred Fortieth (240th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Estate of Floride McManus

BY: Floride Juanita Boyd
Floride Juanita Boyd as CoPersonal Representative of the Estate of Floride McManus

BY: Joan M Ermer
Joan M. Ermer as CoPersonal Representative of the Estate of Floride McManus

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
) *ACKNOWLEDGMENT*
COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me by Florida Juanita Boyd as CoPersonal Representative of the Estate of Floride McManus and Joan. M. Ermer as CoPersonal Representative of the Estate of Floride McManus on this the 23rd day of September, 2015.

Notary Public for South Carolina
My commission expires: 6/1/2025

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STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at or near John Ballam Road Mt. Pleasant, SC 29466, bearing Charleston County Tax Map Number 561-00-00-058 & 059, and was transferred by Estate of Floride McManus to American Star Development SC, on September 23, 2015.

3. Check one of the Following: The Deed is

(a) XX Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ Exempt from the deed recording fee because (See Information section of this affidavit): _____

(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $1,039,000.00.

(b) _____ The fee is computed on the fair market value of the realty which is _____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No XX to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	$1,039,000.00
(b)	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	$ 0.00
(c)	Subtract line 6(b) from line 6(a) and place result here:	$1,039,000.00

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: $.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Settlement Agent.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 22 day of September, 2015

Notary Public for South Carolina
My Commission Expires: 10-4-20

Responsible Person Connected with the Transaction

Print or type the above name here

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
SMITH COX & ASSOCIATES
ATTORNEYS AT LAW

RECORDED

Date: September 25, 2015
Time: 3:29:24 PM

Book	Page	DocType
0506	989	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:
MCMANUS FLORIDE EST AL

RECIPIENT:
AMERICAN STAR DEV SC LLC

Original Book:

Original Page:

Note:

# of Pages: 5

Recording Fee	$	10.00
State Fee	$	2,701.40
County Fee	$	1,142.90
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	3,854.30

DRAWER: Drawer 2
CLERK: JBA

AUDITOR STAMP HERE
RECEIVED From RMC
SEP 28 2015
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP ASTRJB
DATE SEP 29 2015
37

0506 Book
989 Page
09/25/2015 Recorded Date
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Original Book
Original Page
D Doc Type
15:29:24 Recorded Time

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Exhibit 62

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TOWN OF Mount Pleasant SC

Transportation Department
100 Ann Edwards Lane • Mount Pleasant, SC 29464

PERMIT #: 07583
ISSUE DATE: 01-30-2019

ENCROACHMENT PERMIT

AUTHORIZATION TO WORK IN THE STREET RIGHT-OF-WAY

APPLICANT: Ballam Rd, LLC TELEPHONE #: 843-367-6755

ADDRESS: 103 Palm Blvd, Suite 2C Isle of Palms, SC 29451

LOCATION OF WORK: John Ballam Road Mount Pleasant, SC 29466 (TMS: 561-00-00-051, 053, 055, 058, 059, 061, 067)

The Applicant shall be responsible for any and all damages to public and private facilities in conjunction with the work described herein and as shown on the attached documents. Applicant means the responsible person to whom permit is issued, heirs, successors and assigns.

Description of the work involving the Town's facilities: Installation of one new curb cut for a new County roadway serving a residential subdivision in Charleston County.

(NOTE: INCLUDE *TWO* SETS OF SKETCH PLANS WITH THIS APPLICATION)
Prior to undertaking any work in conjunction with this permit, the Applicant shall provide the Town of Mount Pleasant Certificates of Insurance to protect the interests of the public, the Town of Mount Pleasant, and Contractor involved with the work. Insurance for Public Liability and Property Damage including vehicle coverage shall be in effect with a limit of the work. Insurance for Public Liability and Property Damage including vehicle coverage shall be in effect with a limit of not less than $1,000,000.00. The Certifications shall obtain a provision that coverage will not be canceled unless at least thirty (30) days prior written notice is given to the Town of Mount Pleasant. The applicant shall provide Workmen's Compensation for the workers involved. When deemed necessary, the Town of Mount Pleasant shall require that the Applicant provide a Performance Bond to cover the cost of the work.

To the fullest extent permitted by law, the Applicant shall indemnify and hold harmless the Town of Mount Pleasant from and against liability, claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the work. Should the Applicant wrongfully cause damage to the property of the Town of Mount Pleasant or others, the Applicant shall, upon notice promptly repair, settle or resolve the damage to the satisfaction of the parties involved.

The Town of Mount Pleasant reserves the right to stop work by the Applicant and to complete it. In the event of such action, the Applicant agrees to pay to the Town the amount spent in undertaking such work.

This permit shall become null and void unless the work described herein is completed prior to 01-30-2020.

All work shall be done to the complete satisfaction of the Town of Mount Pleasant. Inspections and approvals from the Town shall be obtained at each stage of the work. No work shall be covered until approved. Compaction and other laboratory tests required by the Town shall be furnished by the Applicant.

Inspection Professional: _____

The Applicant agrees to all of the terms, conditions, and attachments hereto of this permit. This permit is subject to the Special Conditions as described on the Attachment.

Signed: _____ Chris Young Date: 12/11/2018
Applicant (Responsible Person) Applicant Name (Print or Type)

Signed: _____ Date: _____
Construction Entity

Permit Approved:

Permit Fee Received: $25.00 Completion Certifications Received: _____

SPECIAL CONDITIONS ATTACHMENT TO ENCROACHMENT PERMIT

These conditions are a part of this permit:

1.	Well Points are required in conjunction with this work	☐ Yes	☒ No	☒ Subject to Field Inspection
2.	Furnish "As-Builts" of completed work	☐ Yes	☒ No	
3.	Provide Performance Bond	☐ Yes	☒ No	
4.	Sight Distance Approved by Department of Transportation:			

By: _____ Date: _____

Others: Keep transportation dept. informed of work. Notify three days prior to having alane closure for work.

Field Engineer: _____ Date: 01-30-2019

WHITE COPY – Applicant • YELLOW COPY – Transportation Department

ROA0721

County (Ballam) 0076

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This permit is subject to the following General Conditions:

1. The Applicant shall obtain a SCDOT Encroachment Permit if necessary.
2. Turfed areas disturbed during the work shall be grassed or sodded and all debris cleaned from the area as directed by the Town.
3. Adequate provisions shall be made for the protection of traffic and the public at all times. Necessary detours, barricades, warning signs, and flagman shall be provided by and at the expense of the Applicant and shall be in accordance with the South Carolina Manual on Uniform Traffic Control Devices and/or the Manual on Uniform Traffic Control Devices, latest edition. The Applicant agrees to observe all rules and regulations of the Town while carrying on this work.
4. Utilities in the general area shall be located before beginning work.
5. The Applicant shall notify the Town Field Engineer three working days prior to the beginning work (843-856-3080). Silt fencing and erosion control devices shall be in place prior to starting work.
6. This permit is NOT VALID for work requiring the closing of a street to vehicular traffic. Special arrangements are to be made in coordination with the Field Engineer.
7. Notify the Police/Fire Dispatcher three working days prior to making any traveled roadway One Lane – phone 843-884-4176. Flagmen are required at all times when such requirements are in place.
8. **A copy of this permit and SCDOT Permit, if applicable, shall be available at the work site at all times for reference by workmen and governmental officials.**
9. Properly backfill and compact ALL EXCAVATIONS and repair all pavement cuts. This includes:
   A. Having proper compaction equipment on the job.
   B. Having proper materials on the job.
   C. Being prepared to rework any portion of your work that **fails** by reason of **faulty** construction.
   D. No trenches shall remain open overnight or at times when work is not underway at the site.
10. Any existing construction such as, but not limited to, curbs, sidewalks, etc., removed shall be replaced with barrier free Construction as illustrated in the MANUAL OF BARRIER FREE DESIGN FOR SOUTH CAROLINA, distributed by South Carolina Board of Barrier Free Design – 300 Gervais Street, Columbia, SC 29201 or the American's Disability Act.
11. The Applicant certifies and warrants that the PLANS and SPECIFICATIONS for the proposed work are of SOUND ENGINEERING DESIGN AND PRACTICE.
12. The Applicant shall hire a licensed inspecting Professional to INSPECT all construction within street and drainage right-of-ways for compliance with the plans and specifications.
13. Upon completion, the Contracting Entity, Inspecting Professional, and Applicant shall each certify and warrant the work to have been constructed according to the plans and specifications.
14. If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Town or at the option of the Applicant, the highway and facilities shall immediately be restored to their original condition at the expense of the Applicant.
15. All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Applicant.
16. It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. Any such rights necessary shall be secured from said abutting property owners by the Applicant.
17. WORK PERFORMANCE
   A. Poles shall be placed at the distance from the centerline of the highway as specifically stipulated herein.
   B. All crossings over the highway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telegraph lines over each other and over Highway Right-of-ways in South Carolina, as approved by the Public Service Commission of South Carolina and operative as of the date of this permit.
   C. All tunneling, boring, or jacking shall be done in such a way as to not disturb the highway surfacing.
   D. No pavement shall be cut unless specifically authorized herein.
   E. No excavation shall be nearer than four feet to the edge of pavement unless specifically authorized herein.
   F. Underground facilities will be located at minimum depths as defined in the Utility Accommodations Manual for the transmittant, generally as follows: Bury/bore under pavement – 4 feet minimum; a shallower depth may be approved if adequate protection is provided and no roadway underdrain exists.
   G. Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the highway pavement and within a distance of six (6) feet on either side shall be continuous without joints.
   H. Work shall be performed in accordance with the State Highway Department's "A Policy for Accommodating Utilities on Highway right-of-way," and "Standard Specifications for Highway Construction."
18. The Applicant shall be responsible for obtaining any other approvals, permits and business licensing necessary for installation.
19. Applicant is responsible for maintaining reasonable access to private driveways during construction.
20. It is expressly provided that with respect to any limited access highway, the Applicant shall not have or gain from the main travel way of said highway or it's on or off ramps to any facility authorized by this permit except upon approval by the Town.
21. Beautification Work:
   A. All trees, plants, flowers, etc., shall be placed in accordance with the provisions specifically stipulated herein.
   B. All trees, plants, flowers, etc., shall be taken care of by and at the expense of the Applicant and the provisions of this permit shall become null and void if and when said Applicant ceases to take care of said trees, plants, flowers, etc.
22. There shall be no excavation of soil nearer than two feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of the Town after an opportunity to be heard is given the owner of such line or appurtenant facility.
23. All applicable Town of Mount Pleasant Ordinances, as well as any and all SCDOT regulations, apply to any and all work being performed within the corporate limits of the Town of Mount Pleasant.

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dhec
Healthy People. Healthy Communities.

March 28, 2019

CHRIS YOUNG
BALLAM RD LLC
103 PALM BLVD SUITE 2C
ISLE OF PALMS, SC 29451

RE: John Ballam Subdivision, Charleston County
NPDES Coverage Number: SCR10Z34D

Dear CHRIS YOUNG, BALLAM RD LLC;

The Department of Health and Environmental Control (Department or DHEC) has received approval of and the Notice of Intent for the above-referenced project from **Charleston County**. Based on your submission of this documentation and in accordance with the NPDES General Permit for Stormwater Discharges from Construction Activities SCR100000 (CGP), this project has been granted coverage under the CGP on **March 28, 2019**. This project's general permit coverage number is **SCR10Z34D**. The total disturbed area for this site is **8.1 acres**.

See attached DHEC Office of Ocean and Coastal Resource Management (DHEC-OCRM) certification dated 5/7/2018 for additional conditions related to the Coastal Zone Consistency determination.

An as-built survey(s), signed and sealed by a S.C. Licensed Land Surveyor or Professional Engineer, should be submitted to **Charleston County** for all detention structure(s) on this site. The survey(s) should show grades, contours, and depths for all structure(s) and should include the elevations and dimensions of all outlet structures, including but not limited to pipes, orifices, risers, weirs, and emergency spillways. A statement signed by the project's S.C. Registered Engineer indicating that the structure(s) was installed and is operating as shown on approved plans and in approved calculations is required. If the elevations or dimensions of the structures listed above do not match those used in the approved plans, provide a certification statement signed by the project's S.C. Registered Engineer indicating that the structure, as built, will function as shown in approved calculations. A new analysis of the structure (routing) may be necessary.

The CGP can be downloaded at the following website: http://www.scdhec.gov/Environment/docs/CGP-permit.pdf or you may request a copy from us via email (stormwatercgp@dhec.sc.gov). You are responsible for ensuring your contractor(s) complies with the approved SWPPP and the minimum requirements of the CGP. Also, you are responsible for overall compliance with the Storm Water Management and Sediment Reduction Act of 1991 (1991 Act), SC Pollution Control Act, and the Federal Clean Water Act (CWA). Failure to comply with the approved SWPPP or applicable statutes and regulations may result in enforcement actions.

You must notify the local DHEC EA office prior to starting any land-disturbing activity. The address and telephone number are as follows:

Lowcountry EA Charleston - McMillan
1362 McMillan Avenue, Suite 300
Charleston, SC29405
843-953-0150

Inspections of this site must be performed by qualified personnel as described in Section 4.2.E of the CGP.

You should be aware that this approval is only applicable for the Stormwater Pollution Prevention Plan (SWPPP) that was submitted for this project. Any additional construction or land disturbing activity beyond the scope of the approved plans is not authorized. Any future work for this project not shown on the stamped, approved plans will require that you submit another site plan for review and approval. All major modifications require review and approval by **Charleston County**; the Department must be notified in writing by **Charleston County** of the approval of major modifications if the disturbed area changes. Minor modifications to the approved SWPPP may be made by the SWPPP preparer and do not require review and approval by the Department; these changes should be signed and dated by the SWPPP preparer. If you have a question about whether a modification is major or minor, contact the Coastal Stormwater Permitting Section at (843) 953-0200.

A copy of the stamped, approved SWPPP (including a copy the CGP, contractor certifications, inspection records, rainfall data, etc), NOI, and CGP coverage letter from DHEC must be retained and available at the construction site (or accessible within 30 minutes during normal business hours) from the date of commencement of construction activities to the date of final stabilization. If an on-site location is unavailable to store the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance at the construction site.

All contractors who will conduct land-disturbing activities at the site must complete a Contractor Certification Form. You are also responsible for listing all contractors in the SWPPP and for holding a pre-construction conference with each contractor before they can conduct land-disturbing activity at the site.

The Department may conduct periodic inspections of your site. Any violations found during these inspections may result in enforcement action.

This NPDES coverage should be terminated by the permittee when one of the conditions listed in Section 5.1 of the CGP has been met. You must submit a Notice of Termination (NOT) to cancel your NPDES coverage under the CGP. Please see section 5.1 of the CGP for additional information required to be submitted with the NOT.

You are responsible for obtaining any other federal, state, or local permit that may be required for this project. In particular, any permits through the U.S. Army Corps of Engineers for the placement of fill material in Waters of the United States. Please note we have not sent a copy of this letter to any county or city building official. You must send a copy of this letter to these agencies, if necessary.

If material excavated during construction activities leaves the site, a mine operating permit may be needed. You are responsible for contacting the Mining and Reclamation Section to determine if a mining permit is required for the site. The Mining and Reclamation Section can be reached at (803)898-1362 or via e-mail at AskMines@dhec.sc.gov.

Please see the enclosed "Notice of Appeal Procedure" document for information about the procedures for appealing this NPDES coverage.

If you have any questions or cannot access the referenced websites, please call me at 843-953-7809.
Sincerely,
Tyler S. Grant
Coastal Stormwater Permitting Section

cc: Giles Branch PE, Earthsource Engineering LLC
Jason Stuck, Lowcountry EA Charleston - McMillan
Chris Wannamaker PE, Charleston County

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#4

Exhibit 64

VOID

973.674
761.003

155.638
363.072

ISAAC WRIGHT ESTATE

1166.96'
N 61°-16'-50"E

453.75'

CEPHUS WRIGHT

713.21'

FLORA BALLAM
1316.379
1386.487

1393.326
1514.548

N39°00'E
149.4'

POWER LINE

TO GEORGE TOWN

RIFLE RANGE RD.

LOT

2½ MILE RD.

VICINITY MAP - NOT TO SCALE

POND 50' A/W

557.439
469.234

LOT 3
2.5 ACRES

224.84'

S 28°-10'-30"E
239.58'

CH. BEARING N 73°-28'-25"W
CH. 21.32'

438.59'

162.479
374.12

544.076
476.392

65.16'

25'

LOT 2
3.8 ACS

575.34'

CH-BAS-N 67°-52'-30"E
CH-99.32'

CH-18.60'

LOT 1
2.3 ACS

EXISTING

1093.945
1477.676

50' INGRESS EGRESS EASEMENT

1118.892
1627.055

571-3640

551.374
489.673

689.58'

1039.407
1378.431

1056.539
1305.671

100' 75' 50' 25' 0 100'
1"=100'

I, JAMES G. PENNINGTON, SURVEYOR OF THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON, THAT THIS PLAT REPRESENTS THE TRUE DIMENSIONS OF THE PROPERTY, THE NECESSARY MARKERS HAVE BEEN INSTALLED & THE PRECISION IS 1' / 10,000'.

JAMES G. PENNINGTON R.L.S. NO. 10291
SCHAPLE ENGINEERING, INC. P.O. BOX 31817
CHARLESTON, S.C. 29417 (803) 571-5191

PLAT OF LAND OF
JOHN BALLAM Estate

LOCATED IN THE
LIBERTY HILL AREA OF CHRIST CHURCH PARISH
CHARLESTON COUNTY, SOUTH CAROLINA

SCALE: 1" = 100' DATE:

NOTES:
1. REFERENCE TMS
561-00-00-60
2. REFERENCE DEED BOOK:
PAGE:
3. REFERENCE PLAT BOOK U
PAGE: 47

I HEREBY DEDICATE THE 50' INGRESS-EGRESS EASEMENT OVER MY PROPERTY TO THE USE OF THE PROPERTY OWNERS, AND I, MY HEIRS AND ASSIGNS GUARANTEE MAINTENANCE OF SAID INGRESS-EGRESS EASEMENT WHICH MAY NOT BE CHANGED, EITHER IN SIZE OR LOCATION, WITHOUT EXPRESS WRITTEN CONSENT OF COUNTY COUNCIL.

THE APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT ANY EASEMENTS SHOWN HEREON FOR CONTINUED MAINTENANCE.

HENRY BALLAM

ESTELLE B. EVERETT

REVISED TO REFLECT

ELECTRONICALLY FILED - 2025 May 27 4:53 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CIVIL ACTION NO. 2023-CP-10-00947
Henry Bailem, IV, Joseph Bailem, Sheila Bailem, Diane Jefferson, Michael Jefferson, Sr., Rashica Coakley, and Ann Bailem Simmons, PLAINTIFFS, v. County of Charleston, Town of Mount Pleasant, DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC, Marie P. Howard, Lewis B. Howard, Jr., Lanelle P. Johnson, William Bailem, Sr., X Syvier Lynn Johnson, Sonia Maria Simmons, Kenneth Davis, Juanita Nelson, Titus Howard, Myeisha Howard, James Howard, and John Doe and Jane Doe, fictitious names used herein to designate the unknown heirs at law, distributes, and/or devisees of all persons claiming under or through the devisees, and any such persons who are minors or members of the Armed Forces of the United States of America, as contemplated by the Soldiers' and Sailors' Relief Act, 1940, as Amended, and all persons entitled to claim under and through any of them, DEFENDANTS.	**DRB GROUP SOUTH CAROLINA LLC's NOTICE OF FILING OF ADDITIONAL EXHIBITS TO ITS MOTION FOR SUMMARY JUDGMENT**

Defendant DRB Group South Carolina, LLC ("DRB"), hereby gives notice of filing of additional exhibits in support of its Motion for Summary Judgment filed on May 27, 2025 in the above captioned action.

Respectfully submitted,

ADAMS AND REESE, L.L.P

s/ W. Taylor Stanley
W. Taylor Stanley, S.C. Bar 101377
1221 Main Street, Suite 1200
Columbia, South Carolina 29201
Telephone: 803-212-6518
Email: Taylor.Stanley@arlaw.com

-and-

SPERRY LAW, LLC
Paul E. Sperry
P.O. Box 14395
Charleston, South Carolina 29422

Attorneys for DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC

May 27, 2025
Columbia, South Carolina

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit 57

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CHARLESTON COUNTY
Probate Court

ESTATE FILES

ESTATE FILE 2015ES1001010

FLORIDIG

rst name

MCMANUS

st Name

FORM PBT1

IRVIN G. CONDON
Judge of Probate

ESTATE INDEX

ESTATE OF: Florida McManus **CASE NO:** 15 -ES-10-1010

DESCRIPTION	DATE	INDEX NUMBER
Death Certificate ~ Date of Death	5/14/15	1
Last Will & Testament ~ Date of Will	4/11/07	2
Codicil		
Application/Petition	6/25/15	3
Filing Fees ~ Amount Paid 25/30	6/25/15	4
Creditor's Notice Selection	6/25/15	5
Bond (Personal/Surety) $_____/or Waiver		
Renunciation of Right to Administration		
Fiduciary Letters	6/25/15	6
Proof of Delivery: Info to Heirs/Devisees	7/8/15	7
Inventory & Appraisement	7/8/15	8
Supplemental Inventory & Appraisement	4/22/15	12
Estate Fee Bill: $282.66 #1,583.30, Date Billed 7/8/15, 4/22/16 Index # 9,12	Date Paid 7/21/15, 4/22/16	Index # 10,14
Creditor's Notice - Affidavit of Publication	7/15/15	11
Creditor's Claim Period expires (8 mos. after 1st Pub)		

Claimant:	Amount	Filed	Index #	Disallow/Satisfied/Date	Index #

Petition for Allowance of Creditor Claim		
Has Mental Health Been Notified (if applicable) Yes _____	N/A _____	Clerk _____
Deed(s) of Distribution (Check devisees/heirs Yes ____)		
Verified Statement to Close Estate		
Settlement Statement Accounting (Interim/Final)	4/22/16 4/29/16	15 21
Proposal for Distribution	4/29/16	18
Receipts & Releases w/waive	4/29/16, 5/2/16	16, 22
Notice of Right to Demand Hearing	4/29/16	17
Application for Settlement	4/29/16	20
POD: Closing Documents	4/29/16	19
Order Closing Estate File		

Disclaimer: **This form is used for inter-office use only. The accuracy of this information is not guaranteed.**

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Floride McManus

C - 5/29/14

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF: CHARLESTON	)	
	)	
IN THE MATTER OF:	)	**ORDER CLOSING ESTATE**
FLORIDE MCMANUS	)	
(Decedent)	)	
FLORIDE JUANITA BOYD AND JOAN M. ERMER	)	CASE NUMBER: 2015ES10-01010
(Personal Representative	)	

Upon consideration of the Application for Settlement, it appears to the Court that the allegations in the Application are true. All required notices have been given/waived. The asset(s) has/have been administered according to the laws of South Carolina.

The final closing documents have been considered and/or waived.

The Personal Representative(s) in the above estate appear(s) to have completed the administration, and the appointment is hereby terminated.

It is appropriate that the sureties on the bond, if any, in this estate be released. If applicable, the security instrument recorded in the Office of the Clerk of Court (or ROD) in Book N/A, at Page N/A, shall be and is hereby released, and cancellation of said instrument is authorized.

Therefore, the estate is closed.

IT IS SO ORDERED.

Executed this 11th day of July, 2016.

IRVIN G. CONDON, JUDGE OF PROBATE
TAMARA C. CURRY ASSOCIATE JUDGE OF PROBATE
LENNA S. KIRCHNER, ASSOCIATE JUDGE OF PROBATE

FORM #413ES (1/2014)
62-3-610, 62-3-1001, 62-3-1007

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STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

IN THE PROBATE COURT

INVENTORY AND APPRAISEMENT

☐ ORIGINAL
☒ SUPPLEMENTARY, AMENDED OR CORRECTED #____
(must restate the unchanged information from the original inventory)

IN THE MATTER OF:
Floride McManus)
(Decedent))

CASE NUMBER: 2015ES10-01010

File the original Inventory and Appraisement with the Probate Court within ninety (90) days following the fiduciary appointment. A copy shall be sent to each interested person who has demanded it. A Proof of Delivery must be filed with the Court. The gross fair market value of all probate assets, regardless of location (whether in this state or elsewhere), should be listed as of the date of death. Continue on additional sheets if necessary. A Supplementary, Amended, or Corrected Inventory should be utilized for correcting, adjusting or adding to an original inventory, and *must restate the unchanged information from the original Inventory.* A qualified and disinterested appraiser may be employed to ascertain the value of any asset. If an appraiser is employed, his/her name and address must be indicated with the item or items he/she appraised.

RECAPITULATION

	Non-Probate (OPTIONAL)	Probate
Schedule A - Real Estate		$ 1,017,052.00
Schedule B - Stocks and Bonds		$ 0
Schedule C - Notes Due Decedent and Cash		$ 955.00
Schedule D - Insurance on Decedent's Life - Part 1 - Payable to Estate		$ 375.00
Part 2 - Payable to Beneficiary	$	
Schedule E - Jointly Owned Property	$	
Schedule F - Other Miscellaneous Assets Payable to Estate		$ 0
Schedule G - Transfers During Decedent's Life	$	$ 0
Schedule H - Powers of Appointment	$	$ 0
Schedule I - Annuities and Retirement Accounts	$	$ 0
TOTAL GROSS VALUE OF PROBATE ESTATE		$ 1,018,382.00
ENCUMBRANCES		( )
TOTAL NET WORTH OF PROBATE ESTATE / PROBATE ESTATE VALUE		$ 1,018,382.00

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisement of all probate real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 22nd day of April, 2016

Notary Public for South Carolina
My Commission Expires: 10/23/24

Personal Representative Signature: Floride Juanita Boyd
Print Name: Floride Juanita Boyd
Address: 2265 John Ballam Rd
Mt Pleasant SC 29466
Telephone (Work):
(Home):
(Cell): 843-697-0127
Email:

Co-Personal Representative Signature (if applicable): Joan M Ermer
Print Name: Joan M Ermer
Address: 6646 Serotina Ct
Mt Pleasant SC 29464
Telephone (Work):
(Home):
(Cell): 843-819-2242
Email: Jmce59@aol.com

Attorney:
Address:

Telephone:
Email:

FILED
16 APR 22 AM 11:10
PROBATE COURT
CHARLESTON COUNTY

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WHEN COMPLETING THE FOLLOWING SCHEDULES LIST ALL PROBATE ASSETS, REGARDLESS OF LOCATION. ALL OUT-OF-STATE PROBATE ASSETS MUST BE DISCLOSED. NON-PROBATE PROPERTY NEED NOT BE DISCLOSED.

SCHEDULE A – REAL ESTATE. List below any real estate in Decedent's name alone or tenants in common (not as joint with right of survivorship or tenants in the entirety). Describe each property by listing its full address, tax map number, deed book and page, and description consistently (for example: house, lot, buildings, acreage). Also list oil/mineral rights and time shares if it is real property. If none, so state. If the property is encumbered, list the full fair market value of the property here and the encumbrance on Encumbrance Schedule below. (For jointly owned property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description	Fair Market Value	Value of Decedent's interest (indicate fraction, if not 100%)
1.	2245 John Ballam Rd Mt. Pleasant SC. 29466 Tax Map Number: 561-00-00-059		
2.	2245 John Ballam Rd Mt Pleasant SC 29466 Tax Map Number: 561-00-00-058		
3.	Tax Map Number:		

TOTAL SCHEDULE A *(also enter under recapitulation, page 1)* $ 1,017,052.00

SCHEDULE B – STOCKS AND BONDS. List below all stocks and bonds in the Decedent's name alone or tenants in common (not as joint with right of survivorship). Identify each type of security and the number of shares. If none, so state. (For jointly owned property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description	Face Value	Value
1.			
2.			
3.			
4.			

TOTAL SCHEDULE B *(also enter under recapitulation, page 1)* $ 0

SCHEDULE C – CASH, BANK ACCOUNTS, NOTES RECEIVABLES. List all bank accounts owned by Decedent alone or as tenants in common (checking, savings, CDs, money market, brokerage, employment bonus, cash award, final paycheck etc.), cash on hand, notes payable to Decedent, and survival action proceeds. If none, so state. List each separate account type and institution and last two digits of the account. (For jointly owned property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description	Value
1.	2015 tax Return	955.00
2.		
3.		

TOTAL SCHEDULE C *(also enter under recapitulation, page 1)* $ 955.00

SCHEDULE D - LIFE INSURANCE (If none, so state.)
Part 1 - Life Insurance – List the insurance on the life of the Decedent which is payable to the Estate.

Item No.	Description	Value
1.	Transamerica Life Insurance	375.00
2.		
3.		

TOTAL SCHEDULE D PART 1 *(also enter under recapitulation , page 1)* $ 375.00

(If more space is required, insert additional sheets of same size.)

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Part 2 **(OPTIONAL)** You may list here the insurance on the life of the Decedent which is payable to beneficiaries.

Item No.	Description	Beneficiary	Value
1.			
2.			
3.			

TOTAL SCHEDULE D PART 2 $ 0
(also enter under recapitulation, page 1)

SCHEDULE E – (OPTIONAL) JOINT WITH RIGHT OF SURVIVORSHIP– You may list below any non-probate property jointly owned by the Decedent with another **with right of survivorship.** List each separate account type and institution and the last two digits of the account.

Item No.	Description	Joint Owner(s)	Percentage Includible	Value of Decedent's Interest
1.				
2.				
3.				

TOTAL SCHEDULE E $ 0
(also enter under recapitulation, page 1)

SCHEDULE F – Other Miscellaneous Assets Payable to Estate. List below any tangible personal property, including household goods & furnishings, vehicles, boats/motors/trailers, mobile homes that are not de-titled, airplanes, equipment, interest in a partnership or unincorporated business, articles or collections having either artistic or intrinsic value, including coins, guns, artwork, jewelry, etc., and any other miscellaneous probate items not listed elsewhere, including any digital assets. If none, so state. (For jointly owned tangible personal property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description (including ID# and VIN #)	Value
1.		
2.		
3.		
4.		
5.		

TOTAL SCHEDULE F $ 0
(also enter under recapitulation, page 1)

NOTE: FOR SCHEDULES G, H, AND I, LIST VALUES ONLY IF PAYABLE TO ESTATE.

SCHEDULE G – TRANSFERS DURING DECEDENT'S LIFE. List any transfers intended to take effect at death if such property is payable to the Estate. You may list in the "Optional" section below any non-probate transfers intended to take effect at death not payable to the Estate, including United States Government Bonds "Payable on Death," accounts which are "Transfer on Death," a trust created by Decedent in which income for life was retained by the Decedent, power to revoke or other incidents of ownership retained by the Decedent, lifetime transfers of real property in which Decedent retained life estate, etc. If none, so state.

List date and type of transfer and list total amount **payable to estate**:

1. _____ _____
2. _____ _____

(OPTIONAL) Describe and list amounts **not** payable to estate:

1. _____ _____
2. _____ _____

TOTAL SCHEDULE G $ 0
(also enter under recapitulation, page 1)

(If more space is required, insert additional sheets of same size.)

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SCHEDULE H – POWERS OF APPOINTMENT. List property, both real and personal, over which Decedent possessed a Power of Appointment whether testamentary or otherwise, if such property is payable to the Estate. You may list property subject to such power if it was not payable to the Estate in the "Optional" section below. If none, so state.

Describe and list total amount **payable to estate**:

1. _____ _____
2. _____ _____

(OPTIONAL) Describe and list amounts **not** payable to estate:

1. _____ _____
2. _____ _____

TOTAL SCHEDULE H $ 0

(also enter under recapitulation, page 1)

SCHEDULE I – ANNUITIES AND RETIREMENT ACCOUNTS (IRA's, 401(K), etc.). List any annuities or retirement accounts owned by the Decedent and payable to the Estate. You may list in the "Optional" section below any accounts payable to a beneficiary which is not the Estate. If none, so state.

Describe and list total amount **payable to estate**:

1. _____ _____
2. _____ _____
3. _____ _____

(OPTIONAL) Describe and list amounts **not** payable to estate:

1. _____ _____
2. _____ _____
3. _____ _____

TOTAL SCHEDULE I $ 0

(also enter under recapitulation, page 1)

ENCUMBRANCES (e.g., mortgages, liens, judgments, etc., **but not general debts of the estate**). List debts of the Decedent secured by assets on the above Schedules and describe the debt and the specific asset encumbered. If none, so state.

Item No.	Schedule & Item Number Encumbered Thereby	Description & Amount
1.		
2.		
3.		

TOTAL ENCUMBRANCES $ 0

(also enter under recapitulation, page 1)

(If more space is required, insert additional sheets of same size.)

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STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

FILED
15 JUL -8 AM 8:18
PROBATE COURT
CHARLESTON COUNTY

IN THE PROBATE COURT

INVENTORY AND APPRAISEMENT

☒ ORIGINAL
☐ SUPPLEMENTARY, AMENDED OR CORRECTED # ____
(must restate the unchanged information from the original Inventory)

IN THE MATTER OF:
Floride McManus
(Decedent)

CASE NUMBER: 2015ES10-01010

File the original Inventory and Appraisement with the Probate Court within ninety (90) days following the fiduciary appointment. A copy shall be sent to each interested person who has demanded it. A Proof of Delivery must be filed with the Court. The gross fair market value of all probate assets, regardless of location (whether in this state or elsewhere), should be listed as of the date of death. Continue on additional sheets if necessary. A Supplementary, Amended, or Corrected Inventory should be utilized for correcting, adjusting or adding to an original inventory, and *must restate the unchanged information from the original Inventory*. A qualified and disinterested appraiser may be employed to ascertain the value of any asset. If an appraiser is employed, his/her name and address must be indicated with the item or items he/she appraised.

RECAPITULATION

	Non-Probate (OPTIONAL)	Probate
Schedule A - Real Estate		$ 241,399.00
Schedule B - Stocks and Bonds		$ 0
Schedule C - Notes Due Decedent and Cash		$ 0
Schedule D - Insurance on Decedent's Life - Part 1 - Payable to Estate		$ 375.00
Part 2 - Payable to Beneficiary	$ 0	
Schedule E - Jointly Owned Property	$ 0	
Schedule F - Other Miscellaneous Assets Payable to Estate		$ 0
Schedule G - Transfers During Decedent's Life	$	$ 0
Schedule H - Powers of Appointment	$	$ 0
Schedule I - Annuities and Retirement Accounts	$	$ 0
TOTAL GROSS VALUE OF PROBATE ESTATE		$ 241,399.00
ENCUMBRANCES		(0)
TOTAL NET WORTH OF PROBATE ESTATE / PROBATE ESTATE VALUE		$ 241,399.00

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisement of all probate real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 6th day of July, 20 15

Notary Public for South Carolina
My Commission Expires: 9/5/2016

Personal Representative Signature: Floride Juanita Boyd
Print Name: FLORIDE JUANITA BOYD
Address: 2265 JOHN BALLAM RD
MT. PLEASANT SC 29466
Telephone (Work):
(Home):
(Cell): 843-697-0127
Email:

Attorney:
Address:

Telephone:
Email:

Co-Personal Representative Signature (if applicable): Joan M Ermer
Print Name: JOAN M ERMER
Address: 646 SEROTINA CT
MT. PLEASANT SC 29464
Telephone (Work):
(Home):
(Cell): 843-819-2242
Email: Jmce59@Aol.com

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ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

WHEN COMPLETING THE FOLLOWING SCHEDULES LIST ALL PROBATE ASSETS, REGARDLESS OF LOCATION. ALL OUT-OF-STATE PROBATE ASSETS MUST BE DISCLOSED. NON-PROBATE PROPERTY NEED NOT BE DISCLOSED.

SCHEDULE A – REAL ESTATE. List below any real estate in Decedent's name alone or tenants in common (not as joint with right of survivorship or tenants in the entirety). Describe each property by listing its full address, tax map number, deed book and page, and description consistently (for example: house, lot, buildings, acreage). Also list oil/mineral rights and time shares if it is real property. If none, so state. If the property is encumbered, list the full fair market value of the property here and the encumbrance on Encumbrance Schedule below. (For jointly owned property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description	Fair Market Value	Value of Decedent's interest (indicate fraction, if not 100%)
1.	3245 John Ballam Rd Mt. Pleasant, SC 29464 Tax Map Number: 561-00-00-059	142,499	142,499
2.	3245 John Ballam Rd Mt. Pleasant, SC 29464 Tax Map Number: 561-00-00-058	98,900	98,900
3.	Tax Map Number:		
TOTAL SCHEDULE A *(also enter under recapitulation, page 1)*			$241,399

SCHEDULE B – STOCKS AND BONDS. List below all stocks and bonds in the Decedent's name alone or tenants in common (not as joint with right of survivorship). Identify each type of security and the number of shares. If none, so state. (For jointly owned property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description	Face Value	Value
1.			
2.			
3.			
4.			
TOTAL SCHEDULE B *(also enter under recapitulation, page 1)*			$ 0

SCHEDULE C – CASH, BANK ACCOUNTS, NOTES RECEIVABLES. List all bank accounts owned by Decedent alone or as tenants in common (checking, savings, CDs, money market, brokerage, employment bonus, cash award, final paycheck etc.), cash on hand, notes payable to Decedent, and survival action proceeds. If none, so state. List each separate account type and institution and last two digits of the account. (For jointly owned property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description	Value
1.		
2.		
3.		
TOTAL SCHEDULE C *(also enter under recapitulation, page 1)*		$ 0

SCHEDULE D - LIFE INSURANCE (If none, so state.)
Part 1 - Life Insurance – List the insurance on the life of the Decedent which is payable to the Estate.

Item No.	Description	Value
1.	Transamerica Life Ins.	375.00
2.		
3.		
TOTAL SCHEDULE D PART 1 *(also enter under recapitulation , page 1)*		$ 375.00

(If more space is required, insert additional sheets of same size.)

Part 2 **(OPTIONAL)** You may list here the insurance on the life of the Decedent which is payable to beneficiaries.

Item No.	Description	Beneficiary	Value
1.			
2.			
3.			

TOTAL SCHEDULE D PART 2 $
(also enter under recapitulation, page 1)

SCHEDULE E – (OPTIONAL) JOINT WITH RIGHT OF SURVIVORSHIP– You may list below any non-probate property jointly owned by the Decedent with another **with right of survivorship.** List each separate account type and institution and the last two digits of the account.

Item No.	Description	Joint Owner(s)	Percentage Includible	Value of Decedent's Interest
1.				
2.				
3.				

TOTAL SCHEDULE E $
(also enter under recapitulation, page 1)

SCHEDULE F – Other Miscellaneous Assets Payable to Estate. List below any tangible personal property, including household goods & furnishings, vehicles, boats/motors/trailers, mobile homes that are not de-titled, airplanes, equipment, interest in a partnership or unincorporated business, articles or collections having either artistic or intrinsic value, including coins, guns, artwork, jewelry, etc., and any other miscellaneous probate items not listed elsewhere, including any digital assets. If none, so state. (For jointly owned tangible personal property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description (including ID# and VIN #)	Value
1.		
2.		
3.		
4.		
5.		

TOTAL SCHEDULE F $
(also enter under recapitulation, page 1)

NOTE: FOR SCHEDULES G, H, AND I, LIST VALUES ONLY IF PAYABLE TO ESTATE.

SCHEDULE G – TRANSFERS DURING DECEDENT'S LIFE. List any transfers intended to take effect at death if such property is payable to the Estate. You may list in the "Optional" section below any non-probate transfers intended to take effect at death not payable to the Estate, including United States Government Bonds "Payable on Death," accounts which are "Transfer on Death," a trust created by Decedent in which income for life was retained by the Decedent, power to revoke or other incidents of ownership retained by the Decedent, lifetime transfers of real property in which Decedent retained life estate, etc. If none, so state.

List date and type of transfer and list total amount **payable to estate:**

1.	
2.	

(OPTIONAL) Describe and list amounts **not** payable to estate:

1.	
2.	

TOTAL SCHEDULE G $
(also enter under recapitulation, page 1)

(If more space is required, insert additional sheets of same size.)

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SCHEDULE H – POWERS OF APPOINTMENT. List property, both real and personal, over which Decedent possessed a Power of Appointment whether testamentary or otherwise, if such property is payable to the Estate. You may list property subject to such power if it was not payable to the Estate in the "Optional" section below. If none, so state.

Describe and list total amount **payable to estate**:

1. _____ _____
2. _____ _____

(OPTIONAL) Describe and list amounts **not** payable to estate:

1. _____ _____
2. _____ _____

TOTAL SCHEDULE H $ 0

(also enter under recapitulation, page 1)

SCHEDULE I – ANNUITIES AND RETIREMENT ACCOUNTS (IRA's, 401(K), etc.). List any annuities or retirement accounts owned by the Decedent and payable to the Estate. You may list in the "Optional" section below any accounts payable to a beneficiary which is not the Estate. If none, so state.

Describe and list total amount **payable to estate**:

1. _____ _____
2. _____ _____
3. _____ _____

(OPTIONAL) Describe and list amounts **not** payable to estate:

1. _____ _____
2. _____ _____
3. _____ _____

TOTAL SCHEDULE I $ 0

(also enter under recapitulation, page 1)

ENCUMBRANCES (e.g., mortgages, liens, judgments, etc., **but not general debts of the estate**). List debts of the Decedent secured by assets on the above Schedules and describe the debt and the specific asset encumbered. If none, so state.

Item No.	Schedule & Item Number Encumbered Thereby	Description & Amount
1.		
2.		
3.		

TOTAL ENCUMBRANCES $ 0

(also enter under recapitulation, page 1)

(If more space is required, insert additional sheets of same size.)

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF: Charleston)

FILED
15 JUL -8 AM 10:21
PROBATE COURT
CHARLESTON COUNTY

PROOF OF DELIVERY

IN THE MATTER OF:

(Decedent) Floride McManus

CASE NUMBER: 2015 ES 10-01010

On the 6th day of July, 2015, I mailed or delivered the following document(s):

Information To Heirs and Devisees

☒ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

☐ personal delivery
☐ certified mail
☐ commercial delivery
☒ ordinary first-class mail
☐ registered mail
☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
McAstor McManus JR	163 Southaven Ave, Mastic Ny 11950
Samuel McManus	105 Liberty RD, Murphy NC 28906
Arthur McManus	1616 Shadowlawn DR, St. Marys GA 31558

SWORN to before me this 6th day of July, 2015

Notary Public for South Carolina
My Commission Expires: 1/24/2024

Signature: Floride Juanita Boyd
Print Name: Floride Juanita Boyd
Address: 2265 John Ballam Rd
Mt. Pleasant SC 29466
Telephone (Work):
(Home):
(Cell): 843-697-0127
E-mail:
Relationship to Decedent/Estate: Daughter

Joan M Ermer
Joan M Ermer
646 Serotina Ct.
Mt. Pleasant, SC 29464
(843) 819-2242
Daughter

FORM #120PC (1/2014)
62-1-401, 62-3-706, 62-3-1001, SCRCP 4(d)(9)

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF Charleston)

IN THE MATTER OF:) CASE NUMBER: _____
Floride McManus)
(Decedent))

15 JUN 25 AM 10:21
CHARLESTON COUNTY

***COMPLETE THIS SECTION ONLY IF FILING PETITION FOR FORMAL TESTACY AND/OR FORMAL APPOINTMENT**

* _____,
Petitioner(s)
vs.
* _____,
Respondent(s)

APPLICATION FOR INFORMAL (check any that apply)
- ☒ PROBATE OF WILL
- ☒ APPOINTMENT

***PETITION FOR FORMAL**
- ☐ TESTACY
- ☐ APPOINTMENT

Applicant/Petitioner: Floride Juanita Boyd / Joann M. Ermer
Address: 2265 John Ballem Rd Mt. Pleasant SC 29466 / 1646 Sezotina ct, Mt Pleasant SC 29466
Telephone: 843-697-0127 | 843-819-2542

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. If this is a formal filing, please explain on page 3 or attach pleadings pursuant to *SC Rules of Civil Procedure*.

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO THIS FORM PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC), AND PAY THE STATUTORY FILING FEE OF $150.00.A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED**

2. Decedent Information:

Full Legal Name (including all known names): Floride McManus
Date of Birth: 02/09/19
Date of Death: 05/14/15
Age at date of death: 96

3. Venue for this proceeding is proper in this County because:

- ☒ Decedent was domiciled in this County at date of death: Address: 2245 John Ballem Rd, Mt. P ; County: Charleston ; State: South Carolina.
- ☐ Decedent was **not** domiciled in **South Carolina**, but property of Decedent was located in this County at date of death: Address: _____; County _____; State: South Carolina
- ☐ Decedent has a right to take legal action in this County because: _____

If the above address is the address of a nursing home, a prison, or other residential facility, please give the last address of the Decedent prior to entering the facility: _____

4(a). Names and addresses of beneficiaries (devisees) named in the Will.

Full Legal Name (including all known names)	Year of Birth	Full Address	Relationship to Decedent
FLORIDE JUANITA BOYD	01/27/47	2265 JOHN BALLEM RD, MT. PLEASANT SC 29466	DAUGHTER
MCASTOR MCMANUS JR	09/24/48	163 SOUTHAVEN AVE, MASTIC, NY 11950	SON
SAMUEL MCMANUS	03/20/50	105 LIBERTY RD, MURPHY, NC 28906	SON
ARTHUR LAMAR MCMANUS	07/09/54	1616 SHADOWLAWN DR, ST. MARYS GA 31558	SON
JOAN MCMANUS ERMER	8/22/57	646 SEROTINA CT, MT. PLEASANT SC 29464	DAUGHTER

(use additional sheet if necessary)

4(b). Names and addresses of intestate heirs who are not devisees (persons who inherit if Decedent left no Will).

Full Legal Name (including all known names)	Year of Birth	Full Address	Relationship to Decedent
NONE			

(use additional sheet if necessary)

4(c) Did all of the above persons survive one hundred and twenty (120) hours since the death of Decedent?

☒ YES ☐ NO If no, please explain on page 3.

5. Did Decedent have any change of marital status or the birth or adoption of any children after execution of this Will, if one exists, or has any child of the Decedent been born since his/her death, or is any birth of a child of the Decedent anticipated? (This includes illegitimate children.)

☒ NO ☐ YES If yes, please explain, on page 3.

6. To the best of your knowledge, was the Decedent a patient in a non-private State of South Carolina mental health facility during his/her lifetime?

☒ NO ☐ YES If yes, please explain, on page 3.

7. Has a Guardian or Conservator ever been appointed by the Court for this person?

☒ NO ☐ YES If yes, please explain on page 3.

8. Has a Personal Representative of the Decedent been appointed prior to this date by a Court in this State or elsewhere?

☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 3.

9. Have you received or are you aware of any Demands for Notice (FORM 111ES) of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere?

☒ NO ☐ YES If yes, please state details, including names and addresses on page 3.

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

10. Have more than ten (10) years passed since the Decedent's death?

☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.

11. The Decedent died with probate personal property having an approximate value of $ 0 and/or probate real estate having an approximate value of $ TBD. (Note: A complete inventory of probate assets with fair market values to be filed after Personal Representative is appointed.)

12. After the exercise of reasonable diligence, are you aware of any unrevoked Will and/or Codicil(s), other than the one(s) attached hereto, relating to property in this State?

☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the Decedent's Will:

☒ The original is attached.
☐ The original is in the Court's possession.
☐ An exemplified (authenticated) copy of a Will probated in another jurisdiction is attached.
☐ An exemplified (authenticated) copy of a Will not probated in another jurisdiction is attached.
☐ The Will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached.

2. The execution date of the Will was: 04/11/07
Codicil(s): _____

3. Does Decedent's Will refer to a Memorandum (list disposing of tangible personal property)?

☒ NO ☐ YES If yes, attach hereto.

4. To the best of your knowledge, do you believe the Will listed above is the Decedent's validly executed last Will?

☒ YES ☐ NO If no, please explain on page 3.

5. To the best of your knowledge, is any witness to the will an "interested witness" (devisee, spouse of a devisee, or issue of a devisee)?

☒ NO ☐ YES If yes, please explain on page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheets.)

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III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. If the Applicant/Petitioner is not the proposed Personal Representative(s), list name and address of the person you are proposing be appointed as the fiduciary:

_____

_____

2. Priority for appointment of the proposed Personal Representative (whether applicant or nominee) is:

- [x] named as Primary Personal Representative in Will
- [ ] named as Alternate Personal Representative in Will
- [ ] nominee of Primary Personal Representative in Will
- [ ] nominee of Alternate Personal Representative in Will
- [ ] surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
- [ ] other devisee of Decedent (describe): _____ or nominee of said devisee
- [ ] surviving spouse of Decedent or nominee of said spouse
- [ ] other heir of Decedent (describe): _____ or nominee of said heir
- [ ] creditor (forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, FORM 371ES, is attached
- [ ] other (describe):_____

3. List below the name(s) of any other person(s), if any, having an equal or higher priority of appointment than the proposed Personal Representative:

_____

_____

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 25th day
Of June, 20 15

Immaculate Judith
Notary Public for South Carolina
My Commission Expires: August 24, 2021

Signature of Applicant/Petitioner: Florida Juanita Boyd
Print Full Name: Florida Juanita Boyd
Address: 2265 John Ballem Rd
Mt. Pleasant SC 29466
Telephone (work)
(Home):
(Cell): 843-697-0127
Email:
Relationship to Decedent/Estate: Daughter

SWORN to before me this 25th day
of June, 20 15

Immaculate Judith
Notary Public for South Carolina
My Commission Expires: August 24, 2021

Signature of Co-Applicant/Co-Petitioner: Joan M Elmer
Print Full Name: Joan McManus Elmer
Address: 646 Serotina Ct
Mt. Pleasant SC 29464
Telephone (work)
(Home):
(Cell): 843-819-2242
Email: Jmcesq@aol.com
Relationship to Decedent/Estate: Daughter

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a Will executed April 11, 2007.

be informally ☑ GRANTED ☐ DENIED.

Executed this 25th day of June, 2015.

, Probate Court Judge

☐ For formal probate of Will, see separate order executed _____.

ORDER OF INFORMAL APPOINTMENT

IT IS HEREBY ORDERED that the above Application for Appointment be granted upon the filing of an appropriate bond, if applicable, and upon the signing of the Qualification and Statement of Acceptance of appointment.

Notice to Creditors
☑ Required
☐ Not Required

☐ Fiduciary Bond in the amount of $_____
☑ Bond not required for Personal Representative nominated by Will
☐ Bond not required as Personal Representative is sole heir or sole devisee
☐ Bond not required as Personal Representative is state agency, bank, or trust company
☐ Bond waivers filed
☐ See order dated _____
☐ Other: _____

Executed this 25th day of June, 2015.

, Probate Court Judge

☐ For formal appointment of Personal Representative, see separate order executed _____.

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate. I further submit personally to the jurisdiction of the Court in any proceeding relating to the Estate.

Signature: Florida Juanita Bauld
Print Full Name: FLORIDE JUANITA BAULD
Address: 2265 JOHN BALLAM RD
MT. PLEASANT SC 29466
Telephone (Work):
(Home):
(Cell): 843-697-0127
Email:

Signature: Joan M Ermer
Print Full Name: JOAN MCMANUS ERMER
Address: 646 Seeotina CT
MT. PLEASANT SC 29464
Telephone (Work):
(Home):
(Cell): 843-819-2242
Email: JMCESN@AOL.COM

Attorney:
Address:

Telephone:
Email:

LAST WILL AND TESTAMENT

of

FLORIDE A. McMANUS

I, FLORIDE A. McMANUS, a resident of and domiciled in the County of Charleston, State of South Carolina, and being of sound mind and disposing memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

ARTICLE I

I direct that all my just and legally enforceable debts be paid as soon as practicable after my death, with the exception of mortgage indebtedness on any real estate which I own at the time of my death.

ARTICLE II

I direct that my Personal Representatives and my heirs and beneficiaries abide by any written memorandum, statement or list in my handwriting and/or signed by me, whether prepared before or after the execution of this Will, which directs the disposition of any tangible personal property, or any part thereof, whether acquired before or after the execution of this Will.

ARTICLE III

I give, devise and bequeath all the rest and residue of my property of every kind and description, wherever situate and whether acquired before or after the execution of this Will, to my issue surviving me, per stirpes.

F. A M. 1
2

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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ARTICLE IV

I hereby nominate, constitute and appoint as Co-Personal Representatives of this my Last Will and Testament my daughters Floride Juanita Boyd and Joan M. Ermer, or the survivor of my said daughters in the event that either one of them is unable or unwilling to serve or continue to serve, and I direct that, to the extent permitted by law, they shall serve without bond.

ARTICLE V

I hereby nominate, constitute and appoint as Co-Personal Trustees of this my Last Will and Testament my daughters Floride Juanita Boyd and Joan M. Ermer, or the survivor of my said daughters in the event that either one of them is unable or unwilling to serve or continue to serve, and I direct that, to the extent permitted by law, they shall serve without bond.

ARTICLE VI

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers, granted to Personal Representatives or Trustees generally, my Personal Representative and my Trustee are specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate or the Trust Estate which any individual could exercise in the management of similar property owned in its own right, upon such terms and conditions as to my Personal Representative and my Trustee may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative and my Trustee may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

7 A.M. (2)

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ARTICLE VII

If any share or property hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21) years or if any real property shall be devised to a person who has not attained the age of Twenty-one (21) years at the date of my death, then such share or property shall immediately vest in such beneficiary, but notwithstanding the provisions herein, my Trustee shall retain possession of such share or property in trust for such beneficiary until such beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of such share or property as my Trustee deems necessary or appropriate to provide for the proper support, medical care, and education of such beneficiary, taking into consideration to the extent my Trustee deems advisable any other income or resources of such beneficiary or his or her parents known to my Trustee. Any income not so paid or applied shall be accumulated and added to principal. Such beneficiary's share or property shall be paid over, distributed and conveyed to such beneficiary upon attaining the age of Twenty-one (21), or if he or she shall sooner die, to his or her Personal Representatives or administrators. Whenever my Trustee determines it appropriate to pay any money for the benefit of a beneficiary for whom a trust is created hereunder, then such amounts shall be paid over by my Trustee in such of the following ways as my Trustee deems best: (1) directly to such beneficiary; (2) to the legally appointed guardian of such beneficiary; (3) to some relative or friend for the care, support and education of such beneficiary; (4) by my Trustee using such amounts directly for such beneficiary's care, support and education. My Trustee shall have with respect to each share or property so retained all the powers and discretions conferred upon it as Trustee throughout this Will.

ARTICLE VIII

If any beneficiary and I should die under such circumstances as would render it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this my Will that said beneficiary predeceased me.

J. A. M. 3.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this the 11th day of April, 2007.

Floride A. McManus (seal)
FLORIDE A. McMANUS

This Will consisting of five (5) typewritten pages, this included, bearing on the margin the initials of the Testatrix, was this 11th day of April, 2007, signed, sealed, published and declared by the said Testatrix as and for her Last Will and Testament in the presence of us, who at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses hereunto.

R. Glenn Lister of Mt. Pleasant, South Carolina

Jane F. Lister of Mt. Pleasant, South Carolina

I, FLORIDE A. McMANUS, the Testatrix, sign my name to this instrument this 11th day of April, 2007, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last Will, and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Floride A. McManus
FLORIDE A. McMANUS, Testatrix

We, R. Glenn Lister, Jr., and Jane F. Lister, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as her last Will and that she signs it willingly and that each of us, in the presence and hearing of the Testatrix, hereby sign this Will as witness to the

F. A. M. 4

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or under influence.

WITNESS

WITNESS

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Subscribed, sworn to and acknowledged before me by FLORIDE A. McMANUS, the Testatrix, and subscribed and sworn to me before me by R. Glenn Lister, Jr., witness, this 11th day of April, 2007.

Notary Public for South Carolina
My Commission Expires: 5/16/12

F. A M. 5

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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ATTEST : A TRUE COPY
DEPUTY CLERK PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA

BK N 362PG148

FILED

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

01 JAN 19 11:2
PROBATE COURT
PROBATE COURT
CHARLESTON COUNTY

IN THE MATTER OF McArthur McManus, SR.

CASE NUMBER 2000-ES-10-0759

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 11 day of May, 2000; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Charleston County, South Carolina in File # 2000-ES-10-0759; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these presents does grant, bargain, sell and release to:

Name: Florida McManus
Address: 1430 McManus Rd.
Mt. Pleasant, S.C. 29466

The following described property:
See attached Page

SEE ATTACHED AFFIDAVIT
SEAL
GRANTEES VERIFIED
TITLE NOT EXAMINED

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TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property Belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Floride McManus their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 19 Day of January, 2001

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Estate of: McAstor McManus, Sr.

by Signature: Floride McManus as Personal Representative

Witness: Eileen Thames

Witness: Lori K Reynolds

STATE OF SOUTH CAROLINA)
COUNTY OF)

PROBATE

PERSONALLY appeared before me Eileen Thames and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with Lori K. Reynolds witnessed the execution thereof.

SWORN to before me this 19 day of January, 2001

Witness Signature: Eileen Thames

Lori K Reynolds
Notary Public For South Carolina
My Commission Expires: 3/26/07

BELOW, PLEASE SPECIFY THE EXACT NAME AND ADDRESS OF THE PERSON (S) TO WHOM TAX BILL SHALL BE SENT:

NAME: Floride McManus

ADDRESS: 1420 McManus Road

CITY: Mt. Pleasant

STATE: S. C.

ZIP CODE: 29466

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Estate of McAstor McManus, Sr.
Case # 2000-ES-10-0759

Property No. 1 - TMS 561-00-00-059

BK N 362PG150

All that tract, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in Christ Church Parish No. 5, Charleston County, SC, containing four and 1/2 acres, more or less, and being the remaining portion of a tract of nine 1/2 acres, more or less, which was conveyed by the forfeited land commission of Charleston Co. to Mildred Brown by deed dated 08/26/36 & recorded in the RMC office for Chas. Co in Book C-38, page 694, one acre thereof having been formerly conveyed by Mildred Brown to McAstor McManus by deed dated 01/48 and recorded in the RMC office for Charleston Co. in book T-46, page 353; and one acre thereof having been conveyed by Mildred M Brown to Marie Pritchard by deed dated 03/05/43, and recorded in book B-44, page 85, which same acre was later conveyed by Marie Pritchard to Wesley Brown by deed dated 06/14/44 and recorded in RMC office for Charleston Co. in book Y-44, page 227; and one acre having been conveyed by Mildred Brown to Wesley Brown, Jr., by deed dated 12/09/49 and recorded in the RMC office for Charleston Co. in Book H-51, page 619, and which was later conveyed by Wesley Brown, Jr., to General Mitchum by deed dated 07/16/52, and recorded in the RMC office for Charleston Co. in Book P-55, page 369, and having conveyed by General Mitchum to Allen Mitchum by deed dated 11/05/52 and recorded in the RMC office for Charleston Co. in Book F-56, page 483, and the southern half of the said acre having been conveyed by Allen Mitchum to Marie B. Mitchum by deed dated 10/03/53, and recorded in Book page; and one acre thereof having been conveyed by Mildred M. Brown to Marie Mitchum by deed dated 06/05/48, and recorded in the RMC office for Charleston Co. in Book X-50, page 5, and having been conveyed by the said Marie Mitchum to Wesley Brown, Jr., by deed dated 04/25/53, and recorded in the RMC office for Charleston Co. in Book R-56, page 397, and which was conveyed by Wesley Brown, Jr., to William C. Brown by deed dated 09/53, and recorded in the RMC office for Charleston Co.; and one acre having been conveyed by Mildred Brown to McAstor McManus by deed dated 02/20/50, and recorded in the RMC office for Charleston Co. in Book R-51, page 505; and one acre having been conveyed by Mildred Brown to Margaret Mitchum by deed dated 01/30/53, and recorded in the RMC office for Charleston Co. in Book I-56, page 403. The property hereby conveyed butting and bounding to the north on lands of Ballum; to the east, on the confederate canal and on lands of McAstor McManus; to the south on lands of David Green; and to the west on lands of Marie B. Mitchum, Allen Mitchum, and Margaret Mitchum.

PROPERTY NO. 2 - TMS 561-00-00-058

All that piece, parcel or tract of land and house there on situated and lying in Christ Church Parish, Charleston Co., State of SC. Measuring and containing one acre, more or less. Butting and bounding on the north by land of John Ballum, on the east by land of Midfred M. Brown; on the south and west by land of Mildred M. Brown. Being part of the same tract conveyed to Mildred M. Brown. Formerly owned by Brooklyn Grant, by the Sheriff of Charleston Co, 11/24/34.

PROPERTY NO. 3 - TMS 577-00-00-155

All that piece, parcel, or tract of land, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and shown and designated as lot # 2 containing 4.05 acres, more or less, on a plat prepared by Herbert A. Niemyer, Jr., CE & LS, entitled "Plat showing the subdivision of a tract of land into lots 1, 2, & 3 located off N. Palmetto Fort Drive"; said plat being dated 01/15/86, and recorded in the RMC office for Charleston Co. in plat book BH, page 13, and reference to which is hereby craved for a more accurate and complete description of the tract of land conveyed herein. Subject, to any and all restrictions, easements, and rights-of-way of record in the RMC office for Charleston Co. This being a portion of that property conveyed to Clara A. McManus, Samuel McManus, and McAstor McManus by deed from Margaret W. Mitchell, dated 01/06/76, and recorded 01/07/76, in the RMC office for Charleston Co. in book L-108, page 345.

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BK N 362PG151

TITLE HAS NOT BEEN EXAMINED

STATE OF SOUTH CAROLINA)
) **PROBATE COURT'S AFFIDAVIT**
COUNTY OF CHARLESTON)

IN RE: Estate of McAston McManus, Sr., deceased

CASE NUMBER: 2000ES10-00759

I Mary A. Hollenbaugh, Estate Clerk being duly sworn, certifies that (s)he has examined the Deed of Distribution for the Personal Representative in the Estate of McAston McManus, Sr. deceased, and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

Signed:
Mary A. Hollenbaugh
Deputy Clerk

MARY A. HOLLENBAUGH
(Print or type name)

Sworn to and subscribed
before me this 19th day of
January, 2000

Joshua T. Johnson
Notary Public for South Carolina
My Commission Expires: 5/21/06

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BK N 362PG152

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred BY Estate of McArthur McManus, Sr. TO Floride McManus ON 1-19-2001

3. Check one of the following: ***The DEED is***
   (a)____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b)____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (c) X EXEMPT from the deed recording fee because (exemption# 1)
   (Explanation If required) transferred to device or legal heir deed of Distribution
   (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a)____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.
   (b)____ The fee is computed on the fair market value of the realty which is $_____
   (c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $ _____.

5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $ _____.

6. The DEED Recording Fee is computed as follows:
   (a)____ the amount listed in item 4 above
   (b)____ the amount listed in item 5 above (no amount place zero)
   (c)____ Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Personal Representative

8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Floride Mc Manus
Grantor, Grantee, or Legal Representative connected with this transaction

Floride McManus
Print or Type Name here

Sworn to before me this 19 day of January 2001
Notary Public for SC First Federal
My Commission Expires 3/26/07

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Probate Court

BK N 362PG153

FILED

N 362-148

2001 JAN 23 PM 4:33

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

TAXES VERIFIED
BAC LMH
DTD 1-26-01

Recording Fee	11.00
State Fee	EXEMPT
County Fee	
Postage	
TOTAL	11.00

(3)C

RECEIVED FROM RMC

JAN 26 2001

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

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Exhibit 58

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PREPARED BY:

BP0776337

PGS: 5

SMITH, COX & ASSOCIATES, LLP
160 EAST BAY STREET, SUITE 201
CHARLESTON, SC 29413
ATTN: GMS
FILE #11447

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, That, we, **FLORIDE JUANITA BOYD and WILLIAM RAY BOYD,** (whether singular or plural "Grantor"), in the State aforesaid, for and in consideration of the sum of Three Hundred Eighty-five Thousand and 00/100 Dollars ($385,000.00) to us in hand paid at and before the sealing of these presents by **BALLAM RD LLC, a South Carolina limited liability company,** (whether singular or plural "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents, do grant, bargain, sell and release unto the said Grantee, and its successors and assigns, the following described premises (the "Premises"), to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TAX MAP NUMBER: 561-00-00-067
GRANTEE'S ADDRESS: 103 Palm Blvd., Unit 2-C
Isle of Palms, SC 29451

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Premises before mentioned unto the said Grantee, the Grantee's successors and assigns, forever.

AND the Grantors do hereby bind Grantors and Grantors' heirs, successors and assigns, to warrant and forever defend all and singular said Premises unto the Grantee and the Grantee's successors and assigns, against Grantors and Grantors' heirs, successors, and assigns, and against all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed below as of this 6th day of February, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Witness

Floride Juanita Boyd
Floride Juanita Boyd

Witness

Witness

William Ray Boyd

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 6th day of February, 2019, by the Grantor(s), Floride Juanita Boyd and William Ray Boyd.

(SEAL)
Notary Public for South Carolina
Christine M. Smith
PRINT NAME OF NOTARY PUBLIC
Notary Public for South Carolina
My Commission Expires: 1/30/2028

CHRISTINE M. SMITH
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION
EXPIRES
1/30/2028

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EXHIBIT A

ALL that piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, SC and shown and designated as 1.0 acre on a plat of three tracts of land prepared by Precision Land Surveying Co., dated June 13, 1988 and thereafter recorded in the RMC Office for Charleston County in Plat Book BV at page 82; said 1.0 acre parcel having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

BEING the same premises conveyed to Floride Juanita Boyd and William Ray Boyd by Deed from Mc Astor McManus, Jr. dated April 24, 1989 and recorded in the Charleston County ROD Office on May 1, 1989 in Book Z183, Page 028.

[Property presently bears Charleston County TMS #561-00-00-067 and commonly known as 2265 John Ballam Road, Mount Pleasant, SC 29466]

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 2265 John Ballam Road, Mount Pleasant, SC 29466, bearing Charleston County Tax Map Numbers 561-00-00-067, and was transferred by Floride Juanita Boyd and William Ray Boyd to Ballam RD LLC on Feb. 6, 2019.

3. Check one of the Following: The Deed is

(a) X Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ____ Exempt from the deed recording fee because (See Information section of this affidavit): _____

(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $385,000.00.

(b) ____ The fee is computed on the fair market value of the realty which is _____.

(c) ____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes ____ or No ____ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	$385,000.00
(b)	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	$ 0.00
(c)	Subtract line 6(b) from line 6(a) and place result here:	$385,000.00

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: $1424.50.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 6th day of February, 2019

Notary Public for South Carolina
My Commission Expires: 11/30/2028

CHRISTINE M. SMITH NOTARY PUBLIC SOUTH CAROLINA COMMISSION EXPIRES 11/30/2028

Floride Juanita Boyd
Floride Juanita Boyd

William Ray Boyd

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
SMITH COX & ASSOCIATES
ATTORNEYS AT LAW

RECORDED

Date:	February 6, 2019
Time:	4:15:19 PM

Book	Page	DocType
0776	337	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
BOYD FLORIDE J AL

RECIPIENT:
BALLAM RD LLC

Original Book:

Original Page:

Note:

# of Pages: 5

Recording Fee	$	10.00
State Fee	$	1,001.00
County Fee	$	423.50
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	1,434.50

DRAWER: Drawer 1
CLERK: KLH

AUDITOR STAMP HERE
RECEIVED From ROD
Feb 20, 2019
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP RJB
DATE 02/21/2019
36

0776 Book

337 Page

02/06/2019 Recorded Date

6 # Pgs

Original Book

Original Page

D Doc Type

16:15:19 Recorded Time

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Exhibit 59

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BP0809116

PGS: 8

BERKELEY ELECTRIC COOPERATIVE, INC.

AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE TO A RESIDENTIAL SUBDIVISION

THIS AGREEMENT made 12 day of April, 2019 between Berkeley Electric Cooperative, Inc. (the "Cooperative") and Ballam Road LLC (the "Owner"):

WITNESSETH

WHEREAS, Owner is the owner of certain real estate located in Charleston County, known as John Ballam Road Subdivision according to plans and specifications delivered to the Cooperative, plat prepared by Berkeley Electric Cooperative dated April 12, 2019 which is by reference incorporated herein; as Exhibit "A" and:

WHEREAS, Owner desires the Cooperative to install underground electric distribution facilities for services to dwellings to be constructed there and **the charges below will be determined by the Cooperative's Service Rules and Regulations plus Appendices in effect at the time construction actually begins; and**

NOW THEREFORE, in consideration of the premises and the mutual obligations hereinafter set forth, the parties do hereby agree as follows:

1.

Cooperative agrees to install, own, and maintain an underground electric distribution system, including the 120/240-volt service lateral to the meter socket or service entrance for each dwelling in the subdivision on the aforementioned plat.

2.

Owner, prior to the installation of the underground electric distribution system to be constructed hereunder, will grant Cooperative in writing such rights and easements as Cooperative deems necessary to enable it to construct and maintain the said underground system, including necessary service laterals on each lot. Such rights and easements shall be recorded by Owner on each individual deed for lots within the subdivision.

3.

Owner may be required to furnish and install conduits at locations designated by Cooperative before the said underground system is constructed. The Owner or developer will be required to pay all costs incurred in cutting through and replacing pavement and boring within the development, where the Cooperative has not been given adequate notice.

4.

Owner agrees to clear all easements, clearly mark all property lines, and cause to be within 0.5 feet of final grade, all street right-of-ways and other areas in which underground residential distribution is to be installed before underground installation begins.

5.

Where due to rock conditions in the soil, shifting sand, or high water table, previously unforeseen, if all the trenching work cannot be accomplished by the use of standard trenching machines, any excess cost occasioned by such conditions may be charged by the Cooperative to the Owner or developer. Where there are other unusual conditions which require installation procedures not normally used, the excess cost of such procedures may be charged by the Cooperative to the Owner or developer.

6.

Prior to any construction, Owner will mark all other underground facilities, such as water and sewer pipes, storm drains, communications lines, gas lines, or other electric lines belonging to Owner or installed by others on Owner's behalf, that might be damaged by Cooperative's trenching or digging activities. Owner agrees to hold the Cooperative and/or its subcontractors harmless against any claims for damage to underground facilities not properly marked or to shrubs, trees, grass, sod or other items requiring protection during the installation of underground service.

7.

Owner agrees to pay the cost of installing and removing any temporary overhead facilities requested by him/her and for the cost of cutting through and replacing pavement within the development, to accommodate the Cooperative's installation of underground facilities, including all damages that may occur during the removal of temporary facilities.

8.

The Owner shall pay for any repairs, alterations, adjustments to or any loss of Cooperative's property, when such repairs, alterations, adjustments, or losses are caused by negligence of the Owner.

9.

Owner shall pay for any repairs, alterations, adjustments to or any loss of Cooperative's property when such repairs, alterations, adjustments, or losses are caused by actions of a state, municipal, or county government, changes in grade in the areas in which the underground distribution facilities are installed, changes in the location of the property lines and pins, or by the Owner's failure to comply with this agreement and/or regulations under which electrical service is furnished.

10.

Owner agrees to repair or replace all grass, straw, hay bales, or other erosion control devices disturbed during the installation of underground electric distribution facilities and to provide all erosion control that might be required of the Cooperative by governing authorities during the course of this project.

11.

In the event that the requested underground service extension requires underground primary line construction, in addition to secondary service extension, a contribution-in-aid of construction may be required in an amount as provided by the Cooperative in its Service Rules and Regulations, and any Appendices thereto, based on the energy configuration of the homes to be built in the development. Any such contribution will be paid by the Owner to the Cooperative prior to the beginning of construction.

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Check appropriate box and initial:

	Owner's Initials	Cooperative Representative's Initials
☒ Total Electric	_____	KR
☐ Gas Water Heating & Space Heating	_____	_____
☐ Gas Water Heating & Electric Heating	_____	_____
☐ Electric Water Heating & Gas Space Heating	_____	_____

The Cooperative and the Owner hereby agree that a contribution-in-aid of construction in the amount of $ 12,600.00 computed in accordance with the Cooperative's Service Rules and Regulations and any Appendices thereto, shall be paid by owner prior to the beginning of construction. Such charge shall be based on a) Owner's election as to the energy configuration of the dwelling, as indicated above, and b) the number of units of each respective home size to be built on such lots, computed as follows:

Home Size	No. of Units	Charge Per Unit	Total Unit Charge
1600	18	700.00	12,600.00
Total Charge:			**12,600.00**

12.

In the event Owner has elected to build homes as indicated in paragraph 11 hereof and Owner/Developer/Builder later decides to build homes incorporating a different energy configuration in all or a portion of such homes, a contribution-in-aid of construction in the amount of $ 0.00 per unit, computed by taking the difference in the allowance for the election made in paragraph 11 hereof and the allowance for the changed configuration, if any, must be paid to the Cooperative for each home in the subdivision, which is to be built under the changed energy configuration, before permanent service will be connected to any other home in the subdivision; provided, that the contribution-in-aid of construction so paid for such units would then be refunded as soon as verification of installation in accordance with the election in paragraph 11 hereof is made by the Cooperative for each completed home.

13.

In the event Owner has elected to build homes as indicated in paragraph 11 hereof, and should the Owner choose not to construct homes on all lots, but decides to sell lots, then and in that event, the sales contract for each such lot sold shall include language requiring that the energy configuration, as elected in paragraph 11 hereof, shall be required as a condition of receiving electric service or the contribution-in-aid of construction in the amount as indicated in paragraph 12, above, shall be paid before electric service is connected to any other house in the subdivision; and further, the Owner agrees to pay $ 0.00 per unit for each remaining home or lot in such subdivision, regardless of the type of energy configuration (i.e., comfort condition systems or water heating system) installed. It is understood and agreed that the contribution-in-aid of construction so paid for such units would then be refunded as soon as verification of installation in accordance with the election in paragraph 11 hereof is made by the Cooperative for each completed home.

14.

The type of construction and the location of said facilities will be at the option of the Cooperative. Should the Owner or developer desire changes in either location or type of construction, such changes will be made only upon the Owner or developer agreeing to pay the Cooperative the estimated additional cost incurred thereby. If lot design and/or house quantity changes occur, the Owner or Developer will be required to pay the estimated additional cost incurred per the Cooperative's Service Rules and Regulations and any Appendices thereto, in effect at the time of construction.

15.

The Cooperative shall have the option of placing transformers above ground, on pads of its specifications and/or design and in enclosures of its specification and/or design, as the Cooperative, in its sole discretion, may determine to be practicable.

16.

Owner shall allow Cooperative to construct and install facilities under Owner's NPDES (National Pollutant Discharge Elimination System) General Permit.

17.

If development is located in an unincorporated area and underground street lighting is desired, Owner agrees to:

1. Sign and attach street light contract.
2. Deliver to Cooperative signed and recorded covenants for street lighting within ten (10) days of receiving certification from county to sell lots.

18.

This contract may not be amended, changed, or altered in any manner whatsoever, except in writing, signed by both parties.

19.

Notices as may be required or desired hereunder shall be delivered by first class mail to the addresses specified below or such other address as a party shall specify by written notice to the other:

To Owner at: Ballam Road, LLC
C/o: Chris Young
402 Station 12 Street
Sullivan's Island, SC 29482

Phone: 843-367-6755

Fax:

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To Cooperative at:

Berkeley Electric Cooperative, Inc.
P O Box 1234
414 Highway 52, North
Moncks Corner, SC 29461-1234
Phone: (843) 761-8200
Fax: (843) 719-8561

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Cooperative and the Owner have caused this Agreement to be executed, on or as of the day and year first above written.

Witness

Witness

BERKELEY ELECTRIC COOPERATIVE, INC.

By: Kevin Mims
Name

L.S
Signature

Supervisor of Distribution Design
Title

Witness

Witness

Ballam Road, LLC

OWNER:

By: Chris Young
Name

L.S
Signature

VP Owner Ballam Road LLC
Title

By execution hereof, the signature certifies that (s)he has read the entire agreement, that Cooperative has made no agreements or representations except as set forth herein, and that (s)he is the Owner or is duly authorized to execute this agreement on behalf of Owner.

THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Personally appeared before me Lateshia W. Span

and made oath that he saw the within named **Kevin Mims, Supervisor of Distribution Design for Berkeley Electric Cooperative, Inc.** sign, seal and as his act and deed deliver the within utility agreement for the uses and purpose therein mentioned, and that he with Robert Lee in the presence of each other, witnessed and due execution thereof.

Lateshia W. Span

Sworn to before me this 12 day of April 2019.

Notary Public of South Carolina

My Commission Expires: 2/15/2027

THE STATE OF South Carolina
COUNTY OF Charleston

Personally appeared before me Mitchell Scott

a subscribing witness who is not a party to or beneficiary of the transaction who has made oath that he saw the within named Chris Young, Owner, Ballam Road, LLC sign, seal and as his act and deed deliver the within utility agreement for the uses and purpose therein mentioned, and that he with Vince Gottlie in the presence of each other, witnessed and due execution thereof.

Mitchell Scott

Sworn to before me this 20 day of May 2019.

Notary Public of South Carolina

My Commission Expires: 2-7-2029

JENNIFER A. COSTELLO NOTARY PUBLIC SOUTH CAROLINA COM. EXP. 02-07-2029

Return To: ***Berkeley Electric Cooperative, Inc., P.O. Box 1234, Moncks Corner, SC 29461***

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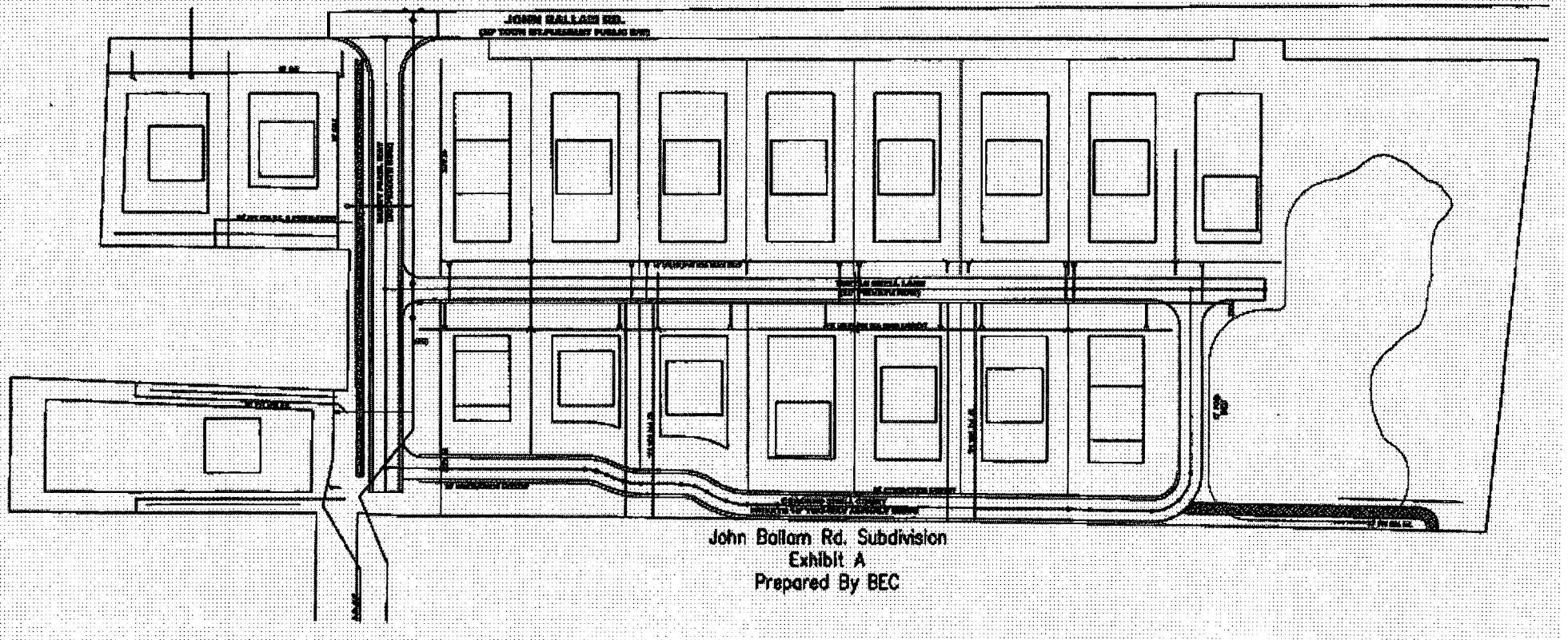

John Ballam Rd. Subdivision
Exhibit A
Prepared By BEC

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

Filed By:

BERKELEY ELECTRIC COOP
KEITH GRIGGS
PO BOX 1234
MONCKS CORNER SC 29461(BOX)

RECORDED

Date:	July 18, 2019
Time:	10:27:57 AM

Book	Page	DocType
0609	116	Agmt

Michael Miller, Register
Charleston County, SC

MAKER:
BALLAM ROAD ETC

RECIPIENT:
BERKELEY ELEC COOP ETC

Original Book:

Original Page:

# of Pages: 8
# of Sets:
# of References:

Note:

Recording Fee	$	10.00
Extra Reference Cost	$	-
Extra Pages	$	3.00
Postage	$	-
Chattel	$	-
TOTAL	$	13.00

DRAWER: Drawer 3
CLERK: ECP

0609 Book
116 Page
07/18/2019 Recorded Date
8 # Pgs
Original Book
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ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

RIGHT OF WAY EASEMENT

TMS #: **561-00-00-055,058,059,067 John Ballam Road Subdivision**

KNOW ALL MEN BY THESE PRESENTS that **Ballam Road LLC** of the County of **Charleston**, State of **South Carolina** hereinafter referred to as Grantor(s) for the sum of One Dollar ($1.00) in hand paid, receipt of which is hereby acknowledged, do hereby grant unto BERKELEY ELECTRIC COOPERATIVE, INC., a Corporation, hereinafter called the Cooperative, and to its successors or assigns, a right-of-way easement along a route(s) mutually agreed upon by the Grantor(s) and by the Cooperative, over and across lands of Grantor(s). Said right-of-way easement(s) shall measure:

_____ Fifteen (15') feet each side of the centerline of overhead primary voltage lines.

X Seven and one half feet (7 ½') each side of the centerline of underground primary voltage power lines.

X Five (5') feet each side of the centerline of overhead or underground secondary/service power and/or communication lines.

Lands of the Grantor(s) are more particularly described as those lands comprised of +/- **7.62** acres/lots in the **Mount Pleasant** Community of **Berkeley** County and bounded as follows to wit:

North by: **John Ballam Road**

East by: **Marie Green, Others**

South by: **Shirley Morris, Others**

West by: **John Ballam Road**

Together with the right to place, patrol, redesign, maintain, relocate, increase, extend or replace thereon any appurtenances and/or equipment deemed necessary by the Cooperative to operate an underground and/or overhead electrical transmission, distribution, and/or communication system and the right to install, maintain, and use anchors and guy wires on lands adjacent to the right-of-way herein granted.

Together with the right to cut, trim, and/or remove any trees, shrubbery, or plantings within the right-of way easement herein granted to the extent necessary to keep said items clear of the electric system and with the right to cut, trim, and/or remove any trees, shrubbery, or plantings outside of the right-of-way easement herein granted that threaten to strike or otherwise damage the electric system, along with all rights of ingress and egress necessary for the full and complete use, occupancy, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

Grantor(s), its successors and assigns agree that all appurtenances and/or equipment placed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative and shall be removable in whole or in part at the option of the Cooperative.

Grantor(s), its successors and assigns agree to and shall keep the easement granted herein clear of all encroachments, including but not limited to signs, buildings, trees, large growth shrubbery, and/or fencing which impedes access to the easement. Any such encroachment placed without written permission from the Cooperative is subject to removal at the expense of Grantor, its successors, and assigns.

TO HAVE AND TO HOLD, all and singular the aforesaid rights and privileges unto the Cooperative, its successors and assigns as aforesaid.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 20 day of May, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Witness

Ballam Road LLC

By: *Sign Name*

Title: Ballam Road LLC

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGMENT

Personally appeared before me Mitchell Scott and
1st Witness (Print Name)

made oath that he/she saw the within named Chris Young
Grantor/Owner (Print Name)

Owner Barium RB LLC. sign, seal, deed and deliver the within right-of-way
Grantor/Owner (Print Title)

easement for the uses and purposes therein mentioned and with Vince Sottile
2nd Witness (Print Name)

in the presence of each other, witnessed due execution thereof.

Mitch Pgm
1st Witness (Sign Name)

SWORN to before me this 20th day of May, 2019.

William K. Griggs
Notary (Sign Name)

Notary Public of South Carolina

My Commission Expires: January 23, 2028

Return to: **Berkeley Electric Cooperative, Inc.**
P.O. Box 1234
Moncks Corner, SC 29461

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

BERKELEY ELECTRIC COOP
KEITH GRIGGS
PO BOX 1234
MONCKS CORNER SC 29461(BOX)

RECORDED

Date: July 18, 2019
Time: 9:59:33 AM

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Michael Miller, Register
Charleston County, SC

MAKER:
BALLAM ROAD LLC

RECIPIENT:
BERKELEY ELEC COOP INC

Original Book:

Original Page:

# of Pages: 4
# of Sets:
# of References:

Note:

Recording Fee	$	10.00
Extra Reference Cost	$	-
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	10.00

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CLERK: ECP

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ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT (this "**Agreement**"), is made and entered into this 26th day of September, 2019 (the "**Effective Date**"), by and between HEBE LAND, LLC, a South Carolina limited liability company, having an address of c/o Southeast Land, 186 Seven Farms Drive, Suite F 211, Daniel Island, SC 29492 ("**Grantor**"), and BALLAM RD LLC, a South Carolina limited liability company, having an address of 962 Houston Northcutt Boulevard, Suite 201, Mount Pleasant, SC 29464 ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Grantor is the owner in fee simple of that certain parcel of real property located in the County of Charleston, State of South Carolina, being designated in the Charleston County tax records as TMS #561-00-00-051 and described more fully in Exhibit A attached hereto (the "**Burdened Parcel**"), containing the area shown as "NEW 20' MPW SEWER EASEMENT 3,104.67 S.F. 0.071 AC." on that certain EASEMENT PLAT SHOWING A NEW 20' MPW SEWER EASEMENT (0.071 AC.) ACROSS A PORTION OF TMS 561-00-00-051, PROPERTY OF HEBE LAND, LLC, FOR MOUNT PLEASANT WATERWORKS, LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA dated September 20, 2019 and attached hereto as Exhibit C (the "**Easement Area**").

WHEREAS, Grantee is the owner in fee simple of those certain parcels of real property located in the County of Charleston, State of South Carolina, being designated in the Charleston County tax records as TMS #561-00-00-058, TMS #561-00-00-059, TMS #561-00-00-055, and TMS #561-00-00-067 and described more fully in Exhibit B attached hereto (the "**Benefitted Parcels**").

WHEREAS, Grantor desires to convey to Grantee, its successors and assigns an easement for the construction, maintenance, use and repair of current and future sanitary sewer lines and related sewer facilities as needed or desired in connection with Grantee's use of Benefitted Parcels (collectively, the "**Sewer Facilities**") within the Easement Area, as set forth more fully below.

NOW THEREFORE, for and in consideration of $10.00 and the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor does hereby establish for, grant and convey unto Grantee, its successors and assigns, a non-exclusive easement, appurtenant to the Benefitted Parcels, allowing the owner of the Benefitted Parcels, its successors, assigns, agents, employees, tenants, licensees, or permittees (collectively, the "**Grantee Parties**") to enter onto the Easement Area for the purpose of constructing, utilizing, maintaining, and repairing the Sewer Facilities (the "**Easement**"). This conveyance and the rights granted to Grantee hereunder shall commence and be effective on the Effective Date and shall be permanent in duration, except as otherwise provided

in this Agreement.

TO HAVE AND TO HOLD, all and singular, subject to the terms and conditions of this Agreement, all of the easements, rights, and privileges herein described unto Grantee, its successors and assigns, forever.

2. Use. In exercising the rights granted under the Easement, Grantee shall (a) not use the Easement Area for any purpose other than as expressly set forth in this Agreement; (b) not enter onto any portion of the Burdened Parcel not expressly permitted hereunder; and (c) comply with all applicable governmental and quasi-governmental laws, ordinances, codes, regulations and statutes pertaining to Grantee's use and occupancy of the Easement Area.

3. Access. Grantee shall be permitted access to a reasonable area of the Burdened Parcel surrounding the Easement Area (the "**Access Area**") upon not less than five (5) days prior written notice to Grantor to perform construction, maintenance or repairs of the Sewer Facilities as may be required by this Agreement. Grantee may only access the Access Area between the hours of 7:00 a.m. EST and 7:00 p.m. EST, Monday through Friday, unless in the case of an emergency or otherwise consented to in writing by Grantor. In the event of emergency, Grantee shall use best efforts to provide verbal notice to Grantor prior to entering onto the Access Area.

4. Construction of Sewer Facilities. Within one hundred eighty (180) days after the Effective Date (the "**Construction Period**"), Grantee shall cause the Sewer Facilities to be constructed and installed within the Easement Area on the Burdened Parcel. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Burdened Parcel, all costs and expenses incurred by Grantee in connection with the construction and installation of the Sewer Facilities. Grantee hereby acknowledges and agrees that if any lien is filed against the Burdened Parcel as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity. The Sewer Facilities shall comply in all material respects with the Plans and Specifications attached hereto as Exhibit D. Grantee shall construct the Sewer Facilities in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time. To the extent permitted under the applicable laws or regulations, Grantee shall, at its sole cost and expense, use best efforts to have Grantor designated as a licensee or permitee, as applicable, for all licenses and permits as may be required by any governing public authorities for the construction and installation of the Sewer Facilities. During the Construction Period, Grantee shall provide to Grantor copies of (a) all contracts with third parties for the construction or installation of the Sewer Facilities, (b) all applications or requests for advances of loan proceeds from any lender providing construction financing for the construction or installation of the Sewer Facilities, (c) all permits from any applicable governmental authorities for the construction, installation, or operation of the Sewer Facilities, and (d) any other documents or materials related to the construction, installation, or operation of the Sewer Facilities as may be reasonable requested by Grantor.

5. Completion of Construction; Termination by Grantor. In the event that (a) the

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Sewer Facilities are not constructed and installed in accordance with the Plans and Specifications attached hereto as Exhibit D during the Construction Period or (b) Grantee fails to obtain all necessary permits and approvals for the use and operation of the Sewer Facilities from all applicable governmental authorities during the Construction Period, in addition to all other remedies under this Agreement, Grantor shall be entitled, in its sole and absolute discretion, to terminate this Agreement by recording a written notice of termination (a "**Notice of Termination**") in the ROD Office for Charleston County, South Carolina. Upon the recordation of a Notice of Termination, this Agreement, the Easement, and all rights and obligations of the Parties hereunder shall be null and void.

6. Maintenance and Repair of Sewer Facilities.

(a) Subject to Section 6(b) below, Grantee shall perform all ordinary maintenance and repair functions with respect to the Sewer Facilities. Grantee agrees that in the event it becomes necessary in the future to disturb the surface of the Easement Area, including any improvements or landscaping located thereon, in order to affect the maintenance, repair or replacement permitted or required hereunder, Grantee will thereafter restore the surface, improvements or landscaping within the Easement Area to their condition existing prior to such work

(b) Notwithstanding anything to the contrary in Section 6(a) above, as soon as reasonably practicable following the installation of the Sewer Facilities on the Burdened Parcel, Grantee shall take all such actions as may be necessary for Mount Pleasant Waterworks or such other governmental public authority having jurisdiction over the Sewer Facilities to assume responsibility for the maintenance and repair of the Sewer Facilities. Grantor covenants and agrees to reasonably cooperate with Grantee to obtain all applicable approvals and agreements as may be necessary for Mount Pleasant Waterworks or such other governmental public authority having jurisdiction over the Sewer Facilities to assume responsibility for the maintenance and repair of the Sewer Facilities.

7. Use of Sewer Facilities by Grantor. Notwithstanding anything in this Agreement to the contrary, Grantor shall at all times be entitled to use the Sewer Facilities and to cause the Sewer Facilities to be tied into or connected with any improvements or facilities located on the Burdened Parcel.

8. No Obstruction. No building, wall, fence, or physical barrier of any kind shall be constructed or maintained within the Easement Area by either Party which shall prevent or impair the use of the Easement Area by the Parties, excluding temporary obstructions by Grantee in connection with construction of or maintenance or repairs to the Sewer Facilities, as permitted or required under this Agreement.

9. Reservation of Rights. All right, title and interest in and to the Easement Area and the Access Area are reserved to Grantor, and Grantor shall have the right to grant additional easement rights in the Easement Area and the Access Area, provided the same shall not unreasonably interfere with or otherwise adversely affect any of Grantee's rights under this Agreement. Grantee shall provide reasonable cooperation in the event Grantor seeks to grant

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

easement or other rights to third parties within the Easement Area or the Access Area in accordance with this Section 9.

10. Successors and Assigns. The rights and obligations of the Parties specified herein shall not be personal but shall run with and be appurtenant to the Burdened Parcel and the Benefitted Parcels, and shall be binding upon and inure to the benefit of the Parties, their successors and assigns, as owners of the Burdened Parcel and the Benefitted Parcels.

11. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to make the within grant of the Easement to Grantee; (b) such grant of the Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired and adversely affected by superior title.

12. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.

13. Indemnification. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by Grantor arising from or by reason of Grantee's access to or use of the Easement Area.

14. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

15. Attorneys' Fees. In the event of any dispute between the Parties regarding the enforcement or effect of this Agreement, the non-prevailing Party in any such dispute shall pay the prevailing Party's reasonable attorneys' fees and costs incurred.

16. No Public Rights Created. Nothing herein shall create or be construed to create any rights in or for the benefit of the general public in or to the Easement Area, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof, nor are any rights granted to a Party hereunder assignable to any third party, except as to the successors and assigns of Grantor and Grantee, as owners of the Burdened Parcel and the Benefitted Parcels, respectively.

17. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable law, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be effected thereby but shall be enforced to the greatest extent permitted by law.

18. Waiver. No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

19. Entire Agreement. This Agreement and the documents incorporated herein constitute the entire agreement between the parties regarding the Easement created hereunder. This Agreement shall not be construed with resort to any presumption against the preparer or maker hereof.

20. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be mailed to the Parties at the addresses listed above, or to such other addresses as the Parties may designate from time to time. A Party must notify the other Party of a change of address for notice within five (5) business days of any change in such address.

15. Default. In the event of a default by any Party of any of its obligations under this Agreement (the "**Defaulting Party**"), the other Party (the "**Performing Party**") shall have the right to notify the Defaulting Party, in writing, of such default (the "**Notice of Default**") and if such default is not cured by the Defaulting Party within thirty (30) days following the date the Defaulting Party receives the Notice of Default, the Performing Party shall have the right to avail itself of any and all rights and remedies against the Defaulting Party available under this Agreement, at law or in equity, including, without limitation, enforcement of this Agreement by mandatory or prohibitory injunction or decree of specific performance.

16. Amendment. This Agreement may not be modified, amended or terminated except in a writing signed by each Party hereto.

17. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

18. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN CHARLESTYON COUNTY, SOUTH CAROLINA, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 18.

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

19. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

20. Further Cooperation. Each of the Parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Pages]

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

IN WITNESS WHEREOF, Grantor has caused this Sewer Easement Agreement to be executed under seal as of the Effective Date.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR:

HEBE LAND, LLC,
a South Carolina limited liability company

By: _____ (SEAL)
Name: Scott Hebebrand
Title: Managing Member

****

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Scott Hebebrand, as Managing Member of HEBE LAND, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26th day of September, 2019.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed Meagan Eshleman
My Commission Expires: 10/5/19

MEAGAN ESHLEMAN
NOTARY PUBLIC
SOUTH CAROLINA
My Commission Expires 10-05-2019

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

IN WITNESS WHEREOF, Grantee has caused this Sewer Easement Agreement to be executed under seal as of the Effective Date.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Meagan Eshleman

GRANTEE:

BALLAM RD LLC,
a South Carolina limited liability company

By: _____ (SEAL)
Name: _____
Title: Manager

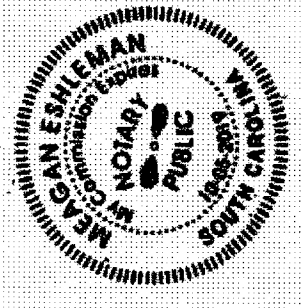
****

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Chris Young, as Manager of BALLAM RD LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26th day of September, 2019.



Meagan Eshleman (SEAL)
Notary Public, State of South Carolina
Notary Name Printed Meagan Eshleman
My Commission Expires: 10/15/119

HSB 5958684 v.5

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ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

EXHIBIT A

Legal Description of Burdened Parcel

ALL that certain piece, parcel or tract of land, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina, shown and designated as **"TRACT "B", 192,712.33 S.F., 4.424 AC."** as shown on a plat entitled: "ALTA / ACSM SURVEY SHOWING TRACT 'A-1', A 195.596 ACRE TRACT OF LAND, RESIDUAL TRACT 'A-2', A ± 112 ACRE TRACT OF MARSH LANDS, AND TRACT "EV", A 4.424 ACRE TRACT OF LAND, ABOUT TO BE CONVEYED TO OYSTER POINT DEVELOPERS LLC, LOCATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" made by Trico Engineering Consultants, Inc., dated August 26, 1999, and recorded September 27, 1999, in Plat Book ED, Pages 456 and 457, in the RMC Office for Charleston County, South Carolina. Said parcels having such sizes, shapes, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS No. 561-00-00-051

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

EXHIBIT B

Legal Description of Benefitted Parcels

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, shown and designated as 23,152 SQ. FT (0.531 AC.) on a plat entitled "SURVEY SHOWING A 0.531 ACRE TRACT OF LAND ABOUT TO BE CONVEYED TO PETER WATERFIELD LOCATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" by Keith K. Ruddy PLS, dated July 10, 1998 and recorded July 21, 1998 in Plat Book DB at Page 544, in the RMC Office for Charleston County. Said parcel of land having such size, shape, dimensions buttings and boundings as will by reference to said plat more fully appear.

TMS No. 561-00-00-055

ALSO

ALL those certain pieces, parcels or lots of land, together with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina, as shown and designated as tracts containing "2.92 ACRES" and "3.2 ACRES" on a Plat titled, "PLAT OF THREE TRACTS OF LAND OWNED BY McASTOR McMANUS & McASTOR McMANUS JR. LOCATED IN CHRIST CHURCH PARISH CHARLESTON COUNTY, S.C." made by F. Elliotte Quinn, III, R.L.S., dated June 13, 1988, and duly recorded in the R.M.C. Office for Charleston County in Plat Book BV, page 82; said lot having such size, shape, dimensions, buttings and boundings as will be shown by reference to the aforesaid Plat.

TMS Nos. 561-00-00-059 and 561-00-00-058

ALSO

ALL that piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, SC and shown and designated as 1.0 acre on a plat of three tracts of land prepared by Precision Land Surveying Co., dated June 13, 1988 and thereafter recorded in the RMC Office for Charleston County in Plat Book BV at page 82; said 1.0 acre parcel having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

TMS No. 561-00-00-067

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

EXHIBIT C

Sanitary Sewer Easement Exhibit

[See Attached]

ELECTRONICALLY FILED - 2025-May-27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

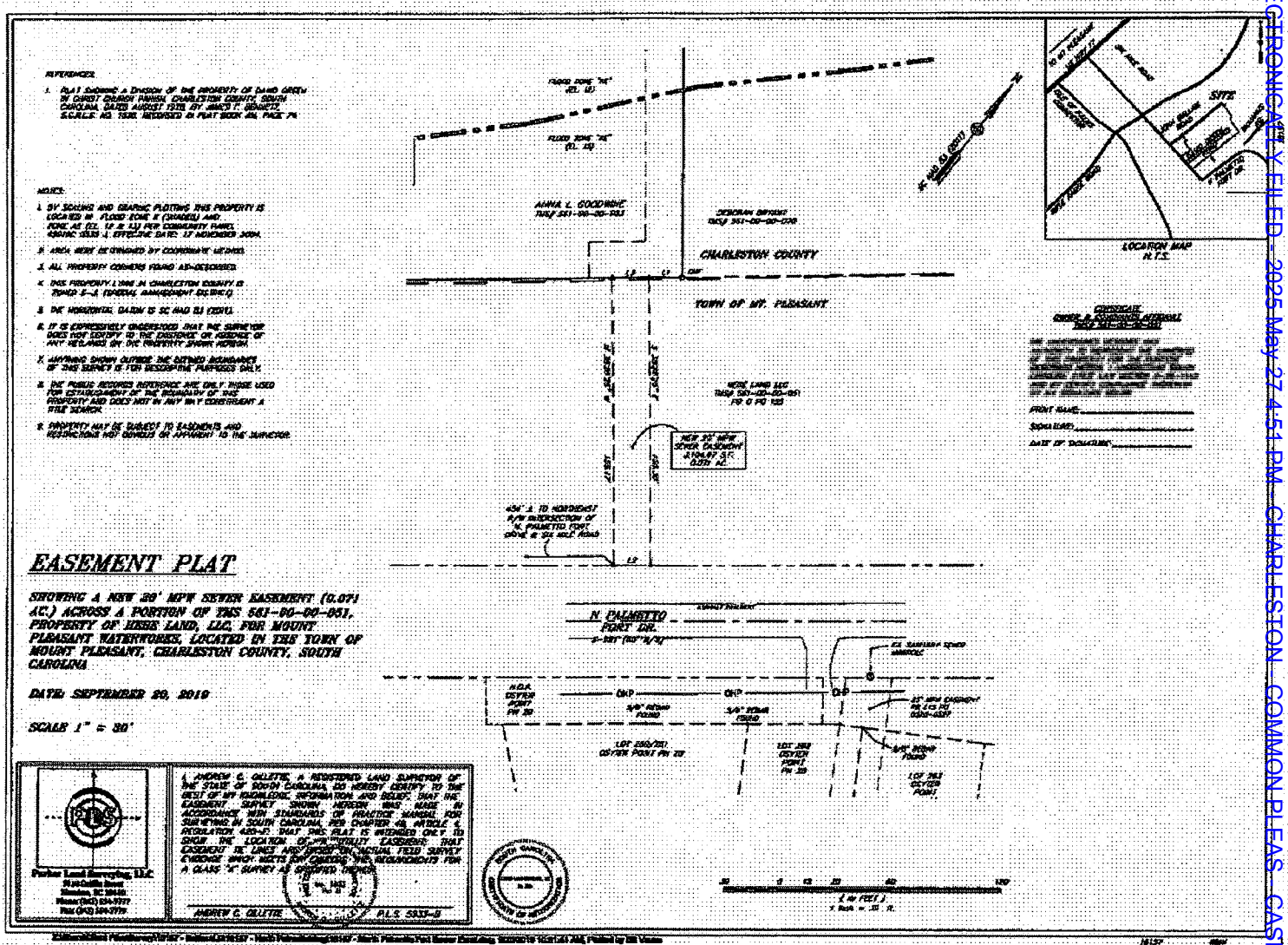


EXHIBIT D

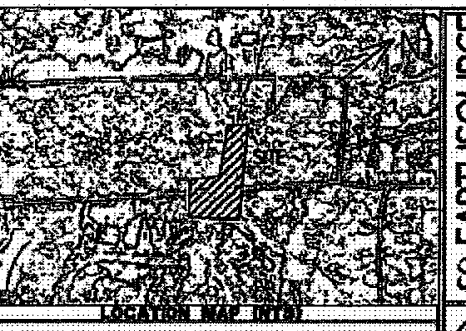
Sewer Facilities Plans and Specifications

[See Attached]

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

NORTH PALMETTO FORT SEWER IMPROVEMENTS

NORTH PALMETTO FORT ROAD
MOUNT PLEASANT, SC



TOTAL DISTURBED AREA: 0.2 ACRES

TMS#: 561-00-00-051, 070

GENERAL WARRANTY:
THIS PROJECT CONSISTS OF THE EXTENSION OF A GRAVITY SEWER SYSTEM CONNECTED FROM AN EXISTING SEWER MAN NEAR NORTH PALMETTO FORT DRIVE, EXTENDING ACROSS NORTH PALMETTO FORT DRIVE AND INTO THE NEIGHBORING PROPERTY TO ACCOMMODATE A FUTURE COUNTY SUBDIVISION.

LEGEND:
- PROPERTY LINE
- ADJACENT PROPERTY/RIGHT-OF-WAY
- EDGE OF ROADWAY
- EXISTING 8" PVC SEWER MAIN
- EXISTING SEWER STRUCTURE
- EXISTING FIRE HYDRANT
- EXISTING UNDERGROUND GAS
- EXISTING POWER POLE
- PROPOSED SEWER MANHOLE
- PROPOSED SEWER MAIN
- LIMITS OF CONSTRUCTION

South Carolina 811

OWNER:
CHRIS YOUNG
1431 PALM BLVD, SUITE 2C
ISLE OF PALMS, SC 29451
(843) 367-4733

SURVEYOR:
PARKER LAND SURVEYING, LLC
2515 GRIFFIN STREET
HANAHAN, SC 29410
CONTACT: RICHARD A. ALDRIDGE, PLS
(843) 224-7777

SHEET INDEX

SITE AND CIVIL DRAWINGS

DESCRIPTION	SHEET NUMBER
COVER SHEET	
GENERAL NOTES	C-001
EXISTING CONDITIONS, DEMOLITION, INITIAL SWPPP	C-100
SEWER PLAN	C-400
SEWER PROFILE	C-401
SEWER & SWPPP DETAILS	C-500

UTILITIES & MUNICIPALITIES

CONTACTS	TELEPHONE
SCDHEC/ OCRM	
MS. JEANNIE LEWIS	(843) 953-5324
MT. PLEASANT WATERWORKS	
MS. ASHLEY JENKINS	(843) 375-5472
TOWN OF MT. PLEASANT PLANNING	
MR. CHRIS LULY	(843) 884-1229
TOWN OF MT. PLEASANT ENGINEERING	
MR. KEVIN MITCHELL, PE	(843) 884-1229
SCDOT	
MR. WADE GROOMS	(843) 749-1665

EARTHSOURCE ENGINEERING

NORTH PALMETTO FORT SEWER IMPROVEMENTS
NORTH PALMETTO FORT DRIVE
MOUNT PLEASANT, SC

COVER

REVISIONS | DATE | BY

18-248

PERMIT REVIEW DOCUMENTS

COVER

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2026 May-27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

GENERAL CLEARING NOTES

1. THE CONTRACTOR SHALL VERIFY ALL TREES TO BE REMOVED AND/OR TO REMAIN PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES FROM THE PLANS PRIOR TO CONSTRUCTION.
3. ALL TREES AND VEGETATION NOT SPECIFICALLY DESIGNATED FOR REMOVAL SHALL BE PROTECTED FROM THE SITE SHALL BE RESPONSIBLY DISPOSED OF BY THE CONTRACTOR ACCORDING TO THE APPROPRIATE REGULATIONS.
4. ALL TREES TO BE REMOVED SHALL BE MARKED BY THE ENGINEER OR THE OWNER'S REPRESENTATIVE.
5. ALL TREES TO BE CLEARED OR REMOVED SHALL BE FELLED AWAY FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR.
6. ALL TREES TO BE CLEARED OR REMOVED SHALL BE CUT FLUSH WITH THE GROUND.
7. ALL TREES TO BE CLEARED OR REMOVED SHALL BE CUT FLUSH WITH THE GROUND.
8. ALL TREES TO BE CLEARED OR REMOVED SHALL BE CUT FLUSH WITH THE GROUND.
9. ALL TREES TO BE CLEARED OR REMOVED SHALL BE CUT FLUSH WITH THE GROUND.
10. ALL TREES TO BE CLEARED OR REMOVED SHALL BE CUT FLUSH WITH THE GROUND.
11. ALL TREES TO BE CLEARED OR REMOVED SHALL BE CUT FLUSH WITH THE GROUND.

GENERAL & SPECIFIC SITE NOTES

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO VERIFY ALL UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
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EROSION CONTROL, GENERAL PAVING, & GRADING NOTES

1. CONTRACTOR TO VERIFY ALL UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO VERIFY ALL UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
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UTILITY NOTES

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TOWN OF MOUNT PLEASANT SWPPP NOTES

1. CONTRACTOR TO VERIFY ALL UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
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GENERAL NOTES

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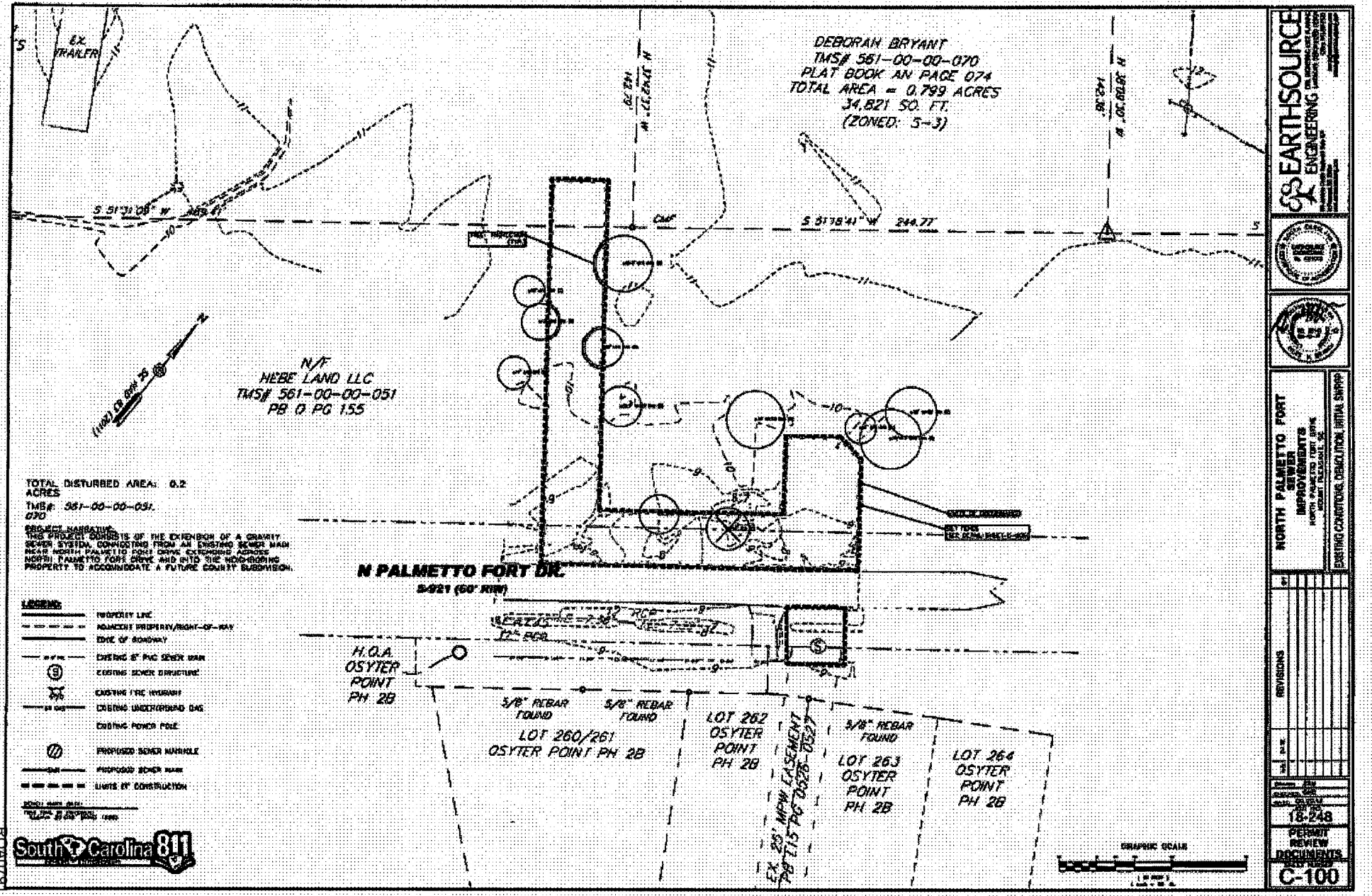
NORTH PALMETTO PORT
IMPROVEMENTS
PROJECT NUMBER: 18-248
GENERAL NOTES

NO.	DATE	REVISIONS

EARTHSOURCE ENGINEERING

PERMIT NUMBER
DOCUMENTS
SHEET NUMBER
C-001



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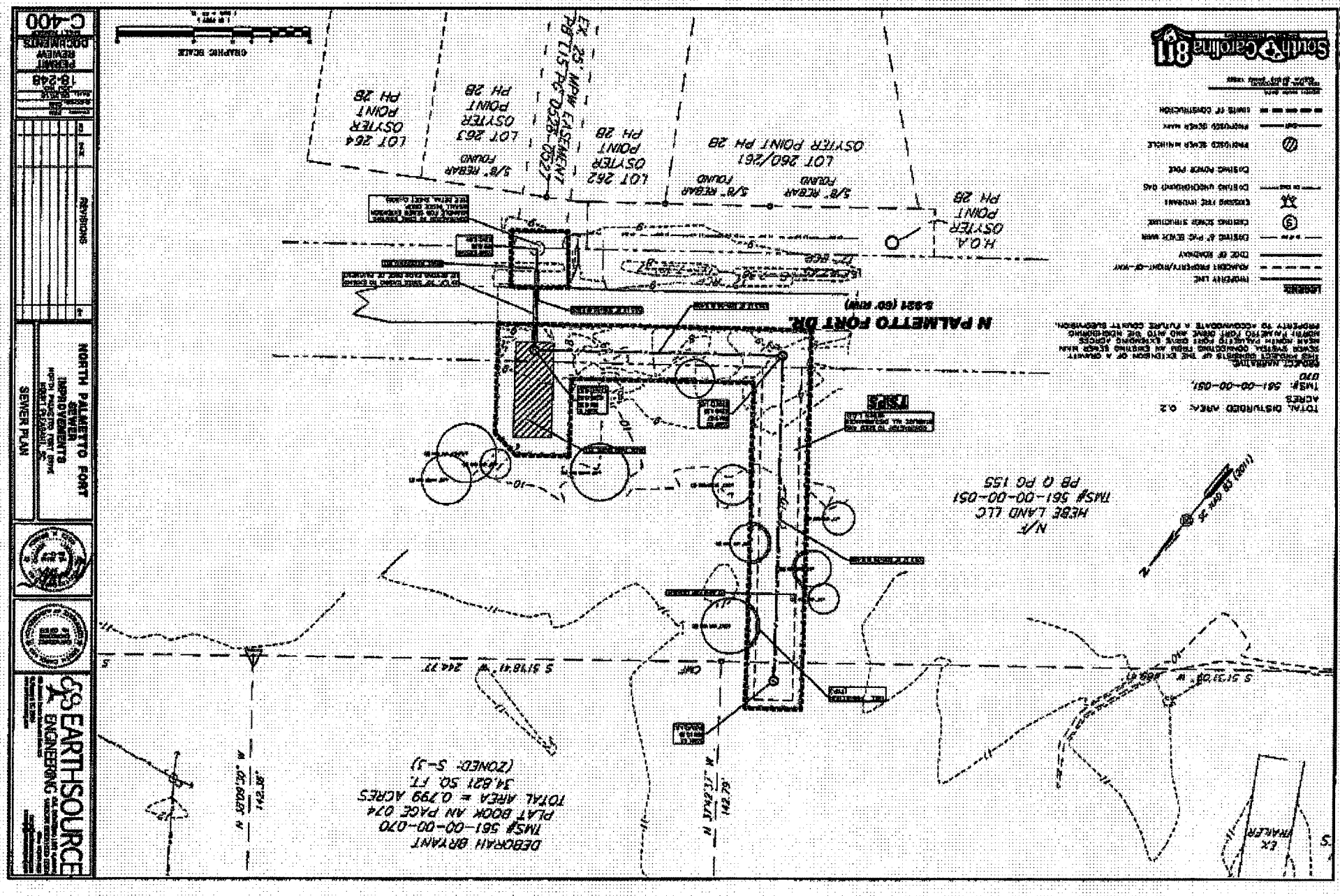

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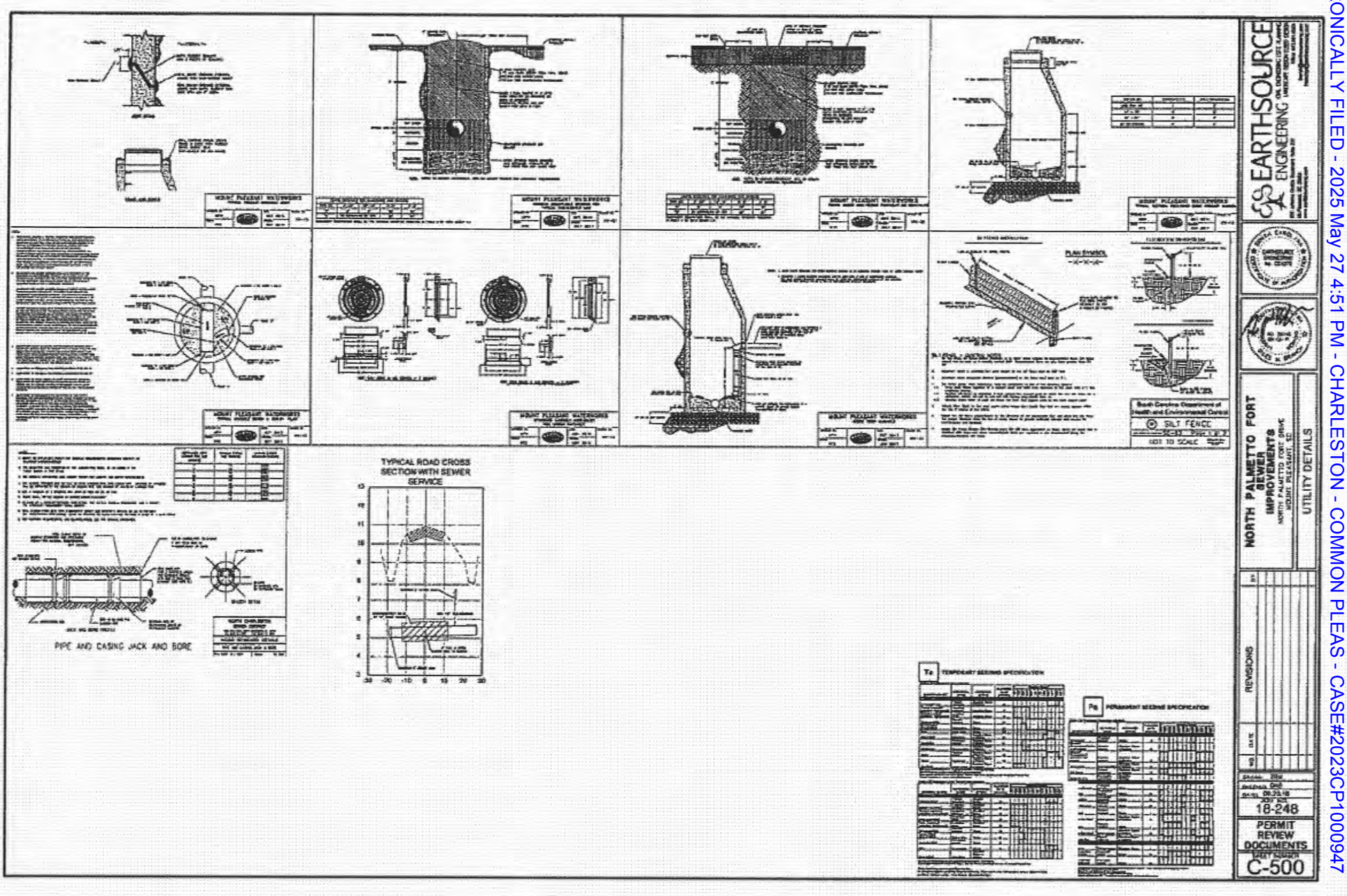

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RECORDER'S PAGE

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Filed By:

HAYNSWORTH SINKLER BOYD PA

PO BOX 340
CHALRESTON SC 29402 (BOX)

RECORDED

Date:	September 27, 2019
Time:	12:23:28 PM

Book	Page	DocType
0825	219	Esmt

Michael Miller, Register
Charleston County, SC

MAKER:
HEBE LAND LLC

RECIPIENT:
BALLAM RD LLC

Original Book:

Original Page:

# of Pages: 20
# of Sats:
# of References:

Note:

Recording Fee	$ 25.00
Extra Reference Cost	$ -
Extra Pages	$ -
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TOTAL	$ 25.00

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BP1014702

#PGS: 5

STATE OF SOUTH CAROLINA	)	AMENDMENT TO EASEMENT AGREEMENT
	)	AND
COUNTY OF CHARLESTON	)	NON-EXCLUSIVE ASSIGNMENT OF RIGHTS

This Amendment to Easement Agreement and Non-Exclusive Assignment of Rights (hereinafter this "**Amendment**") is made and entered into as of this 15th day of July, 2021 (the "**Effective Date**") by and between GREEN FAMILY MTP, LLC, a South Carolina limited liability company ("**Grantor**") and BALLAM RD, LLC, a South Carolina limited liability company ("**Grantee**").

RECITALS

WHEREAS, Grantor and Grantee entered in that certain Easement Agreement and Non-Exclusive Assignment of Rights, dated April 27, 2020, (the "**Agreement**"), under which Grantor provided an easement over Grantor's Property subject to the terms and conditions set forth therein;

WHEREAS, the Agreement was recorded on April 30, 2020, in the R.O.D. for Charleston County in **Book 0878 at Page 590**; and

WHEREAS, Grantor and Grantee now desire to amend the Agreement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, as well as the terms and conditions herein, Grantor and Grantee agree as follows:

1. Recitals. The parties acknowledge that the forgoing recitals are true and correct and are incorporated into this Amendment.

2. Capitalized Terms. Capitalized terms used in this Amendment shall have the meaning ascribed to such terms in the Agreement unless otherwise defined herein.

3. Amendment to Section 2 of the Agreement. As of the Effective Date, Section 2 of the Agreement shall be amended to add the following as the last sentence of Section 2: For avoidance of doubt or confusion, and unless the Goodwine Sewer Easement is expressly terminated as provided in the Goodwine Sewer Easement instrument, the Goodwine Sewer Easement survives as a benefit to the Grantor's Parcels, including any successors in interest thereto, notwithstanding a termination of the Easement as provided below.

4. Amendment to Section 3.b. of the Agreement. As of the Effective Date, Section 3.b. of the Agreement shall be amended by being deleted in its entirety and replaced with following:

> b. Grantee has previously prepared the preliminary designs and plans for sewer lines to exclusively serve Grantor's Property in the form, specifications, and locations set forth on Exhibit "B" as "New Manhole & Approximately 400 LF Gravity Sewer Main to Serve America Star Dev Lots" (hereafter referred to as the "**Grantor's Sewer**"). Grantee agrees to provide Grantor with working drafts of such design and plans to Grantor, or its designee, in their native format and do so within ten (10) days after written request by Grantor. Grantee shall be responsible

for all costs related to the design of Grantor's Sewer incurred prior to July 1, 2021. If Grantor chooses to develop Grantor's Sewer, Grantor shall be responsible for completing the designs and plans for Grantor's Sewer, obtaining the necessary permits to construct Grantor's Sewer, and all related costs incurred after July 2, 2021. In such case, Grantor shall make reasonable efforts to obtain any such permits by the later of the following dates [i] January 2, 2022, or [ii] Grantee's commencement of construction of sanitary sewer lines to serve Grantee's Property. Grantee shall provide Grantor thirty (30) days advance written notice of the intended commencement date for Grantee's Sewer construction and Grantor shall have fifteen (15) days after receipt thereof to notify Grantee in writing that Grantor will proceed with Grantor's Sewer. Grantor's failure to provide such written notice shall be deemed Grantor's election to release Grantee from any further obligation to direct and oversee construction of Grantor's Sewer. If, however, Grantor chooses to develop Grantor's Property with sanitary sewer service and obtains its permits within the period stated above, Grantee shall direct and oversee the construction of Grantor's Sewer, but Grantor shall be responsible for the actual costs of construction for Grantor's Sewer. Grantee agrees to provide Grantor with all estimates and/or purchase orders for Grantor's review and approval prior to the commencement of any work on Grantor's Sewer. Grantee shall complete construction of the Grantor's Sewer and have Grantor's Sewer inspected and approved by the South Carolina Department of Health and Environmental Control and any other applicable regulatory agency by July 2, 2022.

5. Amendment to Section 3.d. of the Agreement. As of the Effective Date, Section 3.d. of the Agreement shall be amended by being deleted in its entirety and replaced with following:

d. Except as provided above with regard to the cost of designing, permitting, and constructing Grantor's Sewer after July 2, 2021, Grantee is responsible for all costs, expenses, and fees incurred for designing, permitting, construction, installation, and testing of its sanitary sewer system and, in furtherance thereof, Grantee agrees to indemnify, protect, hold harmless, and defend Grantor and Goodwine from all such liabilities, including attorney fees incurred by Grantor or Goodwine with respect to any such liabilities. Furthermore, Grantee shall not suffer or allow the filing of mechanic's and/or materialmen's liens against the Grantor's Property and or the Goodwine Parcel. If Grantee suffers or allows such liens, and such liens are not released from Grantor's Property and or the Goodwine Parcel within twenty (20) days after written notice from Grantor, this Agreement and the Easement rights created and assigned herein shall be automatically revoked and this Agreement shall terminate without further effort by Grantor.

6. No Other Changes or Modifications. The parties agree that no other changes or modifications will be made to the Agreement other than as set forth above and that all other provisions in the Agreement remain intact and enforceable.

[SIGNATURE PAGE ATTACHED]

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IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the date first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

GRANTOR:

GREEN FAMILY MTP, LLC,
a South Carolina limited liability company

By: _____
Name: Pierce Cauthen
Its: Authorized Member/Agent

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 15 day of _____, 2020, by Pierce Cauthen, an Authorized Agent of GREEN FAMILY MTP, LLC, a South Carolina limited liability company, on behalf of the company.

Notary Public for South Carolina
Notary Printed Name: W Jamison Cox
My Commission Expires: 6/1/2025

[AFFIX NOTARY SEAL BELOW]

W. JAMISON COX
Notary Public, State of South Carolina
My Commission Expires
06/01/2025

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IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the date first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

GRANTEE:

BALLAM RD, LLC,
a South Carolina limited liability company

By: _____
Name: Cary Matheson
Its: Authorized Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 17th day of July, ~~2021~~ 2021 by Cary Matheson, the Authorized Member of BALLAM RD, LLC, a South Carolina limited liability company, on behalf of the company.

[AFFIX NOTARY SEAL BELOW]

LAURA WEBSTER
MY COMM. EXP.
NOTARY
PUBLIC
10/5/2030
SOUTH CAROLINA

Notary Public for South Carolina
Notary Printed Name: Laura Webster
My Commission Expires: 10/5/30

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RECORDER'S PAGE

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Filed By:

SMITH, COX & ASSOCIATES, LLP

P.O. BOX 20458
CHARLESTON SC 29413 (BULLET)

RECORDED

Date: July 16, 2021
Time: 12:11:12 PM

Book	Page	DocType
1014	702	Amend/Misc

Michael Miller, Register
Charleston County, SC

MAKER:
GREEN FMLY MTP LLC

RECIPIENT:
BALLAM RD LLC

Original Book: 0878

Original Page: 590

# of Sets:

Note:

# of Pages:	5
# of References:	
Recording Fee	$ 25.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
TOTAL	$ 25.00

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CLERK: SLW

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702 Page
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BP1021020

PGS: 5

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "**Assignment**") is made and entered into as of this 5 day of August, 2021, by and between **BALLAM RD, LLC**, a South Carolina limited liability company ("**Assignor**"), and **DAN RYAN BUILDERS SOUTH CAROLINA, LLC**, a South Carolina limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor is the grantee under that certain Easement Agreement and Non-Exclusive Assignment of Rights by and between Assignor, as "Grantee" thereunder, and Green Family MTP, LLC, as "Grantor" thereunder, dated April 27, 2020, and recorded in the Charleston County, South Carolina, ROD Office in Book 0878, at Page 590, on April 30, 2020, and subsequently amended by the Amendment to Easement Agreement and Non-Exclusive Assignment of Rights, recorded in Book 1014 at Page 702 (together the "**Easement Agreement**"), pursuant to which Assignor is the beneficiary of a sewer easement over, under, and across a portion of the property owned by Green Family MTP, LLC identified as "Exhibit 'B'" to the Easement Agreement;

WHEREAS, Assignor desires to assign, all of Assignor's rights under the Easement Agreement, and Assignee desires to take an assignment of such rights from Assignor.

WHEREAS, the Easement Agreement provides Assignor cannot assign its rights under the Easement Agreement without Grantor's written consent.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00), receipt of which is hereby acknowledged, and the premises herein contained, the parties agree as follows:

1. The foregoing recitals are incorporated by reference herein and made a substantive part hereof.

2. Assignor hereby grants, bargains, sells, releases, transfers, and assigns unto Assignee, its successors and assigns, all of Assignor's legal and beneficial right, title, and interest in and to the Easement Agreement. Assignee hereby accepts such assignment from Assignor.

3. Green Family MTP, LLC hereby consents to Assignor's assignment of its rights under the Easement Agreement to Assignee.

4. This Assignment may be executed in multiple counterparts, all of which taken together shall constitute one and the same original.

[SIGNATURE PAGES ATTACHED]

Weeks & Irvine, LLC
8086 Rivers Ave. 2nd Floor
North Charleston, SC 29406
21-07928Ltr 8/21

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first hereinabove set forth.

WITNESSES:

ASSIGNOR:

BALLAM RD, LLC

By: _____ (SEAL)

Its: Manager

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Before me personally appeared Cary Matheson, as Manager for Ballam RD, LLC on this 23 day of July, 2021, and acknowledged the due execution of the foregoing instrument.

Notary Public for South Carolina
My Commission expires

NICOLE MACKIE
NOTARY
PUBLIC
Exp. July 16, 2025
SOUTH CAROLINA

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first hereinabove set forth.

WITNESSES:

ASSIGNEE:

DAN RYAN BUILDERS SOUTH CAROLINA, LLC

By: _____ (SEAL)
Michael J. Boyle
Its: Vice President

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Before me personally appeared Michael J. Boyle, as Vice President for Dan Ryan Builders South Carolina, LLC on this 5th day of August, 2021, and acknowledged the due execution of the foregoing instrument.

_____
Notary Public for South Carolina
My Commission expires 7-22-24

W. CHRIS HAYNES NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 07/22/2024

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first hereinabove set forth.

WITNESSES:

GREEN FAMILY MTP, LLC

By: _____ (SEAL)

Its: Authorized Agent

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Before me personally appeared Pierre Cuthan, as authorized agent for Green Family MTP, LLC on this 30th day of July, 2021, and acknowledged the due execution of the foregoing instrument.

Notary Public for South Carolina
My Commission expires 6/1/2025

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RECORDER'S PAGE

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Filed By:
WEEKS & IRVINE LLC

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Date: August 6, 2021
Time: 10:42:28 AM

Book	Page	DocTyne
1021	020	Agmt

Michael Miller, Register
Charleston County, SC

MAKER:
GREEN FAMILY MTP

RECIPIENT:
DAN RYAN BLDRS SC

Original Book: 0878

Original Page: 590

# of Pages: 5
# of Sets:
# of References:

Note:

Recording Fee	$ 25.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
TOTAL	$ 25.00

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CLERK: SLW

1021 Book
020 Page
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BP1191179 # PGS: 8

ASSIGNMENT OF EASEMENT AGREEMENT

THIS ASSIGNMENT OF EASEMENT AGREEMENT (this "**Assignment**") is made and entered into as of this 30 day of June, 2023 by and between **DRB Group South Carolina, LLC**, f/k/a Dan Ryan Builders South Carolina, LLC, a South Carolina limited liability company, ("**Assignor**"), **Commissioners of Public Works of the Town of Mount Pleasant, South Carolina**, also known as **Mount Pleasant Waterworks** ("**Assignee**"), **Green Family MTP, LLC** and **Ballam RD, LLC.**

RECITALS

WHEREAS, Ballam RD, LLC was conveyed a sewer easement over, under, and across a portion of property identified as the "Easement Area" and shown on "Exhibit 'B'" in that certain Easement Agreement And Non-Exclusive Assignment of Rights by and between Ballam RD, LLC, as "Grantee" thereunder, and Green Family MTP, LLC, as "Grantor" thereunder, dated April 27, 2020, and recorded on April 30, 2020 in the ROD Office for Charleston County in Book 0878, Page 590, and subsequently amended by the Amendment to Easement Agreement and Non-Exclusive Assignment of Rights recorded in Book 1014, Page 702 (together the "**Easement Agreement**");

WHEREAS, Ballam RD, LLC assigned all its rights under the Easement Agreement to Assignor pursuant to that Assignment Agreement dated August 5, 2021 and recorded on August 6, 2021 in the ROD Office for Charleston County in Book 1021, Page 020;

WHEREAS, Assignor desires to assign all of Assignor's rights under the Easement Agreement, and Assignee wishes to assume the same;

WHEREAS, the Easement Agreement provides the rights conveyed thereunder cannot be assigned without Grantor's written consent;

WHEREAS, Assignor, Green Family MTP, LLC, and Ballam RD, LLC hereby desire to terminate all their rights under the Easement Agreement;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and the mutual covenants set forth herein, the legal sufficiency of which the parties expressly acknowledge, Assignor, Assignee, Green Family MTP, LLC and Ballam RD, LLC hereby agree as follows:

1. The foregoing recitals are incorporated by reference herein and made a substantive part hereof.

2. Assignor hereby grants, bargains, sells, releases, transfers, and assigns unto Assignee, its successors and assigns, all of Assignor's legal and beneficial right, title, and interest in and to the Easement Agreement ***with the exception*** of Assignor's obligations thereunder.

3. Assignee hereby accepts such assignment from Assignor.

4. Green Family MTP, LLC hereby consents to Assignor's assignment of its rights under the Easement Agreement to Assignee.

5. Assignor, Green Family MTP, LLC and Ballam RD, LLC hereby surrender, terminate, and release any and all retained rights under the Easement Agreement.

6. This Assignment may be executed in multiple counterparts, all of which taken together shall constitute one and the same original.

[SIGNATURE PAGES ATTACHED]

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

WITNESSES:

ASSIGNOR:

DRB Group South Carolina, LLC

By: Ron Bullman
Its: VP of Land

STATE OF South Carolina)
)
COUNTY OF Charleston)

ACKNOWLEDGMENT

Before me personally appeared Ron Bullman, as VP of Land of DRB Group South Carolina, LLC on this the 24 day of May, 2023, and acknowledged the due execution of the foregoing instrument on behalf of DRB Group South Carolina, LLC.

ROBERT C. YOUNG, JR. NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 08-29-2024

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

WITNESSES:

ASSIGNEE:

Commissioners of Public Works of the Town of Mount Pleasant, South Carolina

By: F. Allan Clum
Its: General Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

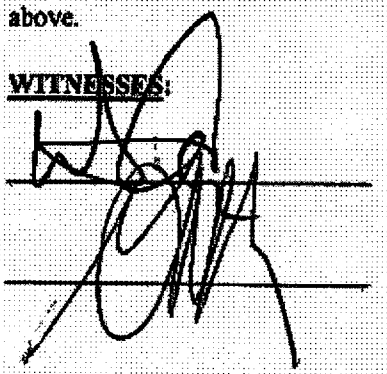
Before me personally appeared F. Allan Clum, as General Manager of Commissioners of Public Works of the Town of Mount Pleasant, South Carolina, on this the 30 day of June, 2023, and acknowledged the due execution of the foregoing instrument on behalf of Commissioners of Public Works of the Town of Mount Pleasant, South Carolina.

Expiration 9/1/2032

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

WITNESSES:



Green Family MTP, LLC

By: Brian Harris
Its: member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

Before me personally appeared Brian Harris, as Member/Agent of Green Family MTP, LLC on this the 1st day of August, 2023, and acknowledged the due execution of the foregoing instrument on behalf of Green Family MTP, LLC.

W. Jamison Cox
Notary Public for South Carolina

W. JAMISON COX
Notary Public, State of South Carolina
My Commission Expires
08/01/2025

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

WITNESSES:

Ballam RD, LLC

By: Owner, Chris Young
Its: Owner of LLC

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

Before me personally appeared Chris Young, as owner of Ballam RD, LLC on this the 11 day of April, 2023, and acknowledged the due execution of the foregoing instrument on behalf of Ballam RD, LLC.

HEATHER MONTEITH NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES NOVEMBER 30, 2031

HMonteith
Exp 11-30-31
Greenville, SC

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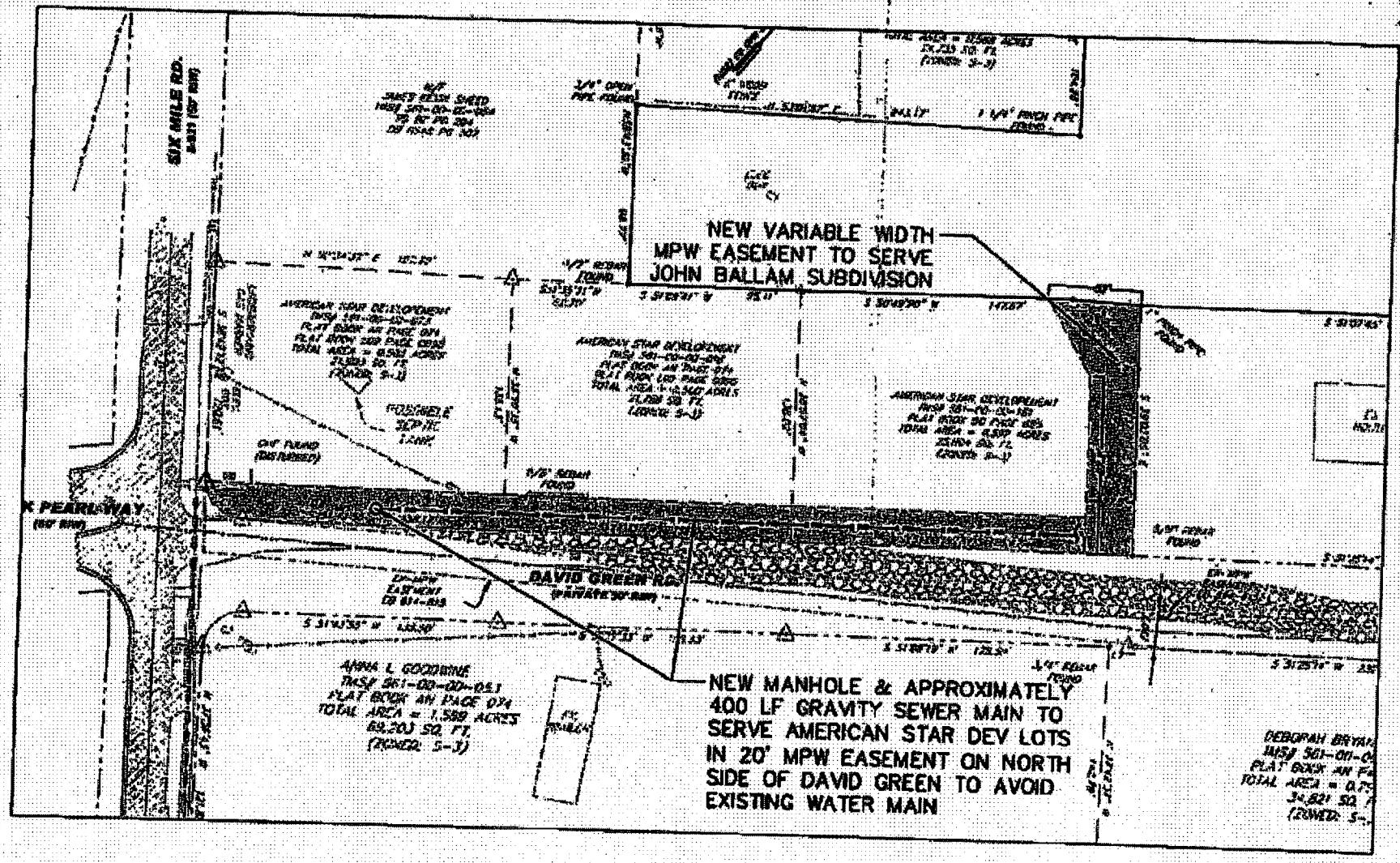
ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Exhibit B

AMERICAN STAR DEVELOPMENT MPW EASEMENT EXHIBIT

TMS 561-00-00-161

SCALE 1"=50'


SIX MILE RD.
(80' R/W)
NEW VARIABLE WIDTH MPW EASEMENT TO SERVE JOHN BALLAM SUBDIVISION
NEW MANHOLE & APPROXIMATELY 400 LF GRAVITY SEWER MAIN TO SERVE AMERICAN STAR DEV LOTS IN 20' MPW EASEMENT ON NORTH SIDE OF DAVID GREEN TO AVOID EXISTING WATER MAIN
DAVID GREEN RD.
(PRIVATE 30' R/W)
PEARL WAY
(60' R/W)
ANNA L. GOODRUM
TMS# 561-00-00-053
PLAT BOOK AN PAGE 074
TOTAL AREA = 1.588 ACRES
69,203 SQ. FT.
(ZONED: S-3)
DEBORAH BRYAN
TMS# 561-00-0
PLAT BOOK AN PA
TOTAL AREA = 0.7
34,821 SQ.
(ZONED: S-
AMERICAN STAR DEVELOPMENT
TMS# 561-00-00-161
PLAT BOOK AN PAGE 074
PLAT BOOK 120 PAGE 0085
TOTAL AREA = 6.502 ACRES
283,184 SQ. FT.
(ZONED: S-3)
FOUND
SEPTIC
TANK
OHT FOUND
(NO NUMBER)
1/2" REBAR FOUND
1/4" OPEN PIPE FOUND
1 1/4" INCH PIPE FOUND
5/8" REBAR FOUND
CONC. MON. FOUND
N/F
JAMES KEVIN SHEID
TMS# 561-00-00-160
DB 187 PG 304
DEED BOOK AG 301
EXISTING 20' MPW EASEMENT
DB 614-815
EX. MPW EASEMENT
EX. 20' MPW EASEMENT
EX. 8" WATER MAIN
EX. 8" SEWER FORCE MAIN
EX. MANHOLE
EX. 8" SEWER MAIN
EX. 20' MPW EASEMENT
EX. 8" WATER

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

Filed By:

DRB GROUP SOUTH CAROLINA

3955 FABER PLACE DR STE 100
NORTH CHARLESTON SC 29405

RECORDED

Date:	July 14, 2023
Time:	10:28:55 AM

Book	Page	DocType
1191	179	Asgt/Esmt

Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:
DRB GROUP SC AL

# of Sats:

Note:

RECIPIENT:
CPW OF THE TOWN ETC

Original Book: 0878

Original Page: 590

# of Pages:	8
# of References:	
Recording Fee	$ 25.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ 1.00
TOTAL	$ 26.00
Drawer	Drawer 2
Clerk	SLW

1191 Book

179 Page

07/14/2023 Recorded Date

8 # Pgs

0878 Original Book

590 Original Page

D Doc Type

10:28:55 Recorded Time

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Easement # 903740

BP1164913

 # PGS: 5

INDENTURE, made this 6th day of December, 2022 by and between **DRB Group of SC LLC** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way of the width of Ten (10) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor situate in the County of **Charleston**, State of South Carolina. Being a tract or lot of land containing **2.92** acres, more or less, and being the same lands conveyed to Grantor by deed of **Dan Ryan Builders South Carolina LLC**, dated or recorded **06/29/2022** and filed in the Register of Deeds office for **Charleston** County in Deed Book **1115** at Page **899**.

The Right of Way granted is more fully shown on attached Exhibit "A".

TMS: 561000068 John Ballam Rd.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary or desirable and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

Provided, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe lines shall be borne by Grantee.

Grantor agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe lines.

Reserving, however, to Grantor the right to use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by Grantor within the width of said right of way.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

[SIGNATURES TO FOLLOW]

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Easement # 903740

DRB Group of SC LLC

1st Witness

By: _____ (SEAL)

2nd Witness

Ron Bullman

Print Name

DIR. LAND

Title

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA SC)

)

COUNTY OF Charleston)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named Ron Bullman as Director of Land for DRB Group of SC LLC personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this 6th day of December, 2022

Signature of Notary Public State of SC

My commission expires: 8-29-24

Robert C. Young JR.

Print Name of Notary Public

ROBERT C. YOUNG, JR. NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 8-29-2024

RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.

Line: **John Ballam Subdivision**

County: **Charleston**

R/W File Number: **26018**

Grantor(s): **DRB Group of SC LLC**

Return to: **DESC**

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

Easement # 903740

State of South Carolina)
)
County of Charleston)

Personally appeared before me the undersigned witness, and made oath that (s)he saw the within named **DRB Group of SC LLC** by sign, seal and deliver the within easement for the uses and purposes therein mentioned, and that (s)he with the other subscribing witness, witnessed the due execution thereof.

(1st Witness)

Sworn to before me this 6th day of December A.D., 2022.

Robert C. Young II (L.S.)
Notary Public for South Carolina

My Commission Expires 8-29-24

ROBERT C. YOUNG, JR. NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 08-29-2024

RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.

Line: **John Ballam Subdivision**

County: **Charleston**

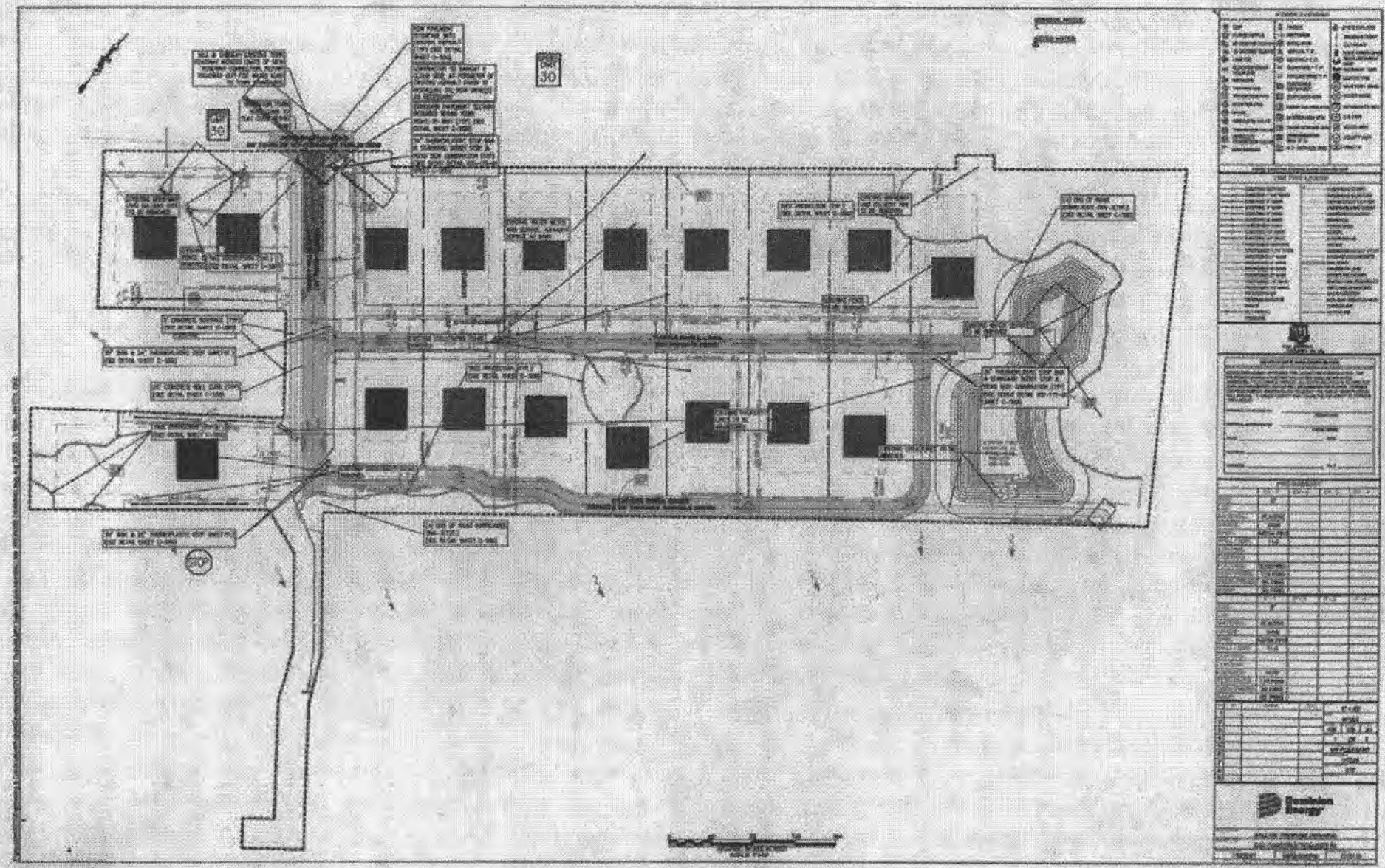
R/W File Number: **26018**

Grantor(s): **DRB Group of SC LLC**

Return to: DESC

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947



RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

DOMINION ENERGY SOUTH CAROLINA
RIGHT OF WAY DEPARTMENT-MC CH29
PO BOX 760
CHARLESTON SC 29402

RECORDED

Date: February 23, 2023
Time: 12:30:12 PM

Book	Page	DocType
1164	913	R/W Grant

Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:
DRB GROUP OF SC LLC

RECIPIENT:
DOMINION ENERGY SC

Original Book:

Original Page:

# of Pages: 5
# of Sats:
# of References:

Note:

Recording Fee	$ 25.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
TOTAL	$ 25.00

DRAWER Drawer 2
CLERK SLW

1164 Book
913 Page
02/23/2023 Recorded Date
6 # Pgs
Original Book
Original Page
D Doc Type
12:30:12 Recorded Time

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

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BP1205566

PGS: 6

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO WATER AND WASTEWATER SYSTEMS AND GRANTS OF EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that DRB Group South Carolina, LLC (Grantor) in the State aforesaid, for and in consideration of the sum of FIVE AND NO/100 ($5.00) DOLLARS to IT in hand paid at and before the sealing of these presents, by the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS (Grantee) in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS, its successors and assigns forever, the following described property to wit:

The Water System and all property used for the transmission and distribution of potable water serving the John Ballam Subdivision Charleston County, South Carolina, as is more particularly shown and depicted on the plans and specifications for said water system prepared by Earthsource Engineering bearing the date of 12-30-2021, which plans and specifications are made a part of this description by this reference, including but not limited to all wells, building, water tanks, pumps, pipes, valves, hydrants, underground water lines; all accessories and appurtenant fixtures to water lines and water service equipment; all permanent and transmissible easements for constructing and maintaining water lines; all easements, leases, permits, contract rights and/or rights-of-way for wells, underground water lines, connections and equipment located in John Ballam Subdivision Charleston County, South Carolina; all apparatus, property, equipment and all other property, equipment, rights and privileges as are a part of the said water system, excluding service lines extending from the lot lines to any improvements located on developed lots or extending within the lot lines of developed lots.

AND

The Wastewater System and all property used for wastewater transportation and treatment serving John Ballam Subdivision, Charleston County, South Carolina, as is more particularly shown and depicted on the plans and specifications for said wastewater system prepared by Earthsource Engineering bearing the date of 12-30-2021, which plans and specifications are made a part of this description by this reference, including but not limited to all wastewater collection lines, interceptor wastewater lines, outfall wastewater lines, gravity lines and mains; manholes and connecting lines; valves, ties and adaptors; pumps, pumping stations and connecting lines; lift stations and connecting lines; all accessories and appurtenant fixtures to service lines and wastewater service equipment; all permanent and transmissible easements for constructing and maintaining wastewater lines; easements, leases, permits, contract rights, and/or rights-of-way for wastewater service lines, connections and equipment located in or connecting to John Ballam Subdivision, Charleston County, South Carolina; all treatment facilities, apparatus, property, equipment and wastewater maintenance supplies and all other property, equipment, rights and privileges as are part of said wastewater system, excluding service lines extending from the lot lines to any improvements located on developed lots or extending within the lot lines of developed lots.

Said Water and Wastewater Systems and Grants of Easement being located in, over and upon portions of the premises heretofore conveyed to DRB Group South Carolina, LLC by deed from Ballam RD, LLC dated 7-19-2021, and recorded in the R. M. C. Office for Charleston County on 8-6-2021, in Book 1021, Page 015.

TMS # 561-00-00-055, 058, 059, 067

Grantee's Mailing Address: Post Office Box 330, Mount Pleasant, SC, 29465-0330

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

The within conveyance is subject to the agreement of the parties hereto that the Grantee assumes no responsibility for extending water and wastewater lines beyond those shown on the aforesaid maps or plans; nor is the Grantee required at its cost to extend service lines to any undeveloped lots in the John Ballam Subdivision. Further, the Grantor agrees not to make any representation, verbal or written, that the Grantee at its cost will extend said water and wastewater lines, and/or its main lines, beyond those which are existing at the time of this written conveyance.

The parties agree that the Grantor may landscape, grow crops, maintain private driveways or private parking areas, and utilize the lands above described subject to the easements granted by the Grantor to the Commission for any other lawful purpose; provided that the top of the water and wastewater lines are more than eighteen (18") inches under the surface of the ground, that the use of said land by the Grantor shall not, in the opinion of the Grantee, interfere or conflict in any manner with the use of said land by the Grantee for the purposes hereinabove mentioned, and that no use of said land shall be made by the Grantor that would, in the opinion of the Grantee, injure, endanger or render inaccessible the water and/or wastewater system. No building or structure shall be erected by the Grantor or anyone else on any right-of-way herein granted or so close thereto as to impose any load or stress thereon. Sidewalks may cross over the water line perpendicular, but may not be installed in a parallel direction over the water line. The Grantor covenants and agrees that, if any building or other structure should be placed adjacent to any water and/or wastewater lines or facilities, no claim for damages or compensation shall be made by the Grantor, his, its or their heirs, successors and assigns, on account of or by reason of any damage that might occur to such building or structure, or the contents thereof, by reason of the construction, operation, maintenance, repair or improvement of said water and/or wastewater utility facilities or their appurtenances, or by reason of any accident or mishap that might occur therein or thereto.

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The Grantor further convenants and agrees that if Grantor elects to make any improvements within or on any easement herein granted, either by way of landscaping, construction of entrance or exit driveways, parking areas, installation of sidewalks or otherwise and subsequent repairs, maintenance, relocations, substitutions, additions, or improvements by the Commission to its utilities located in, or to be located in, the within granted easement are necessary, the Grantor and its successors shall be responsible and pay for the cost of any and all restoration and replacement of landscaping, driveways, parking areas and sidewalks, which may be disturbed by the Commission and further agrees to hold harmless, excuse, and release the Commission from any and all responsibility to restore, replace, or pay damages for any such landscaping, driveways, sidewalks, or paved areas which may be disturbed by the Commission in the exercise of its rights hereunder. In the event a sidewalk needs to be removed in order to access a water line, it will be the developer and/or Homeowner Association's responsibility to replace the sidewalk.

The Grantor grants to the Grantee the following permanent easements:

1. a permanent easement of ingress and egress through, over and across such of the roads and avenues in the John Ballam Subdivision as may be necessary for the operations, maintenance, repair, and/or improvement of said water/wastewater systems.

2. a permanent easement or right-of-way fifteen (15') feet in width extending 7.5 feet from the centerline of the pipe on each side, and extending along the entire length of each water and wastewater pipe up to and including water meter and appurtenances.

3. a permanent easement right-of-way fifteen (15') feet in width extending along the entire length of the water/wastewater pipes and appurtenances as shown on the aforesaid maps or plans.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS, its successors and assigns forever.

AND it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said COMMISSIONERS OF PUBLIC WORK OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS, its successors and assigns, against it and its successors, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

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WITNESS its Hand and Seal, this 9th day of August, 2023

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DRB Group South Carolina, LLC
(Seal)

BY: _____

ITS: VP of Land

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

I, Robert C. Young Jr., Notary for South Carolina, do hereby certify that DRB Group South Carolina, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9th day of August, 2023

Robert C. Young Jr.
Notary Public for SC
My commission expires: 8-29-24

ROBERT C. YOUNG, JR. NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 08-29-2024

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

I have read the information before me the undersigned, who being duly sworn, deposes and says:

The property is being transferred BY DRB Group South Carolina, LLC
TO Commissioners of Public Works for the Town of Mount Pleasant ON _____

Check one of the following: ***The DEED is***

(a)_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b)_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(c) ✓ EXEMPT from the deed recording fee because (exemption# 2)
(Explanation if required)_____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

Check on of the following if either item 3(a) or item 3(b) above has been checked.

(a) N/A The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.

(b) N/A The fee is computed on the fair market value of the realty which is $_____.

(c) N/A The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

Check YES N/A or NO N/A to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.

The DEED Recording Fee is computed as follows:

(a) N/A the amount listed in item 4 above

(b) N/A the amount listed in item 5 above (no amount place zero)

(c) N/A Subtract Line 6(b) from Line 6(a) and place the result.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : GRANTOR

I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 9th day of August 20 23

Robert C. Young, Jr.
Notary Public for SC
My Commission Expires: 6-29-24

Grantor, Grantee, or Legal Representative connected with this transaction

Ron Bullman
Print or Type Name here

Home

ROBERT C. YOUNG NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 06-29-2024

Robt C. Young

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

DAN RYAN BUILDERS
RON BULLMAN
3955 FABER PLACE DR STE 100
N CHAS SC 29405

RECORDED

Date: September 28, 2023
Time: 9:57:13 AM

Book	Page	DocType
1205	566	Deed

Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:
DRB GROUP SOUTH CAROLINA

RECIPIENT:
CPW TOWN OF MT ETC

Original Book:

Original Page:

Note:

# of Pages: 6

Recording Fee	$ 15.00
State Fee	$ -
County Fee	$ -
Extra Pages	$ -
Postage	$ 1.00
Chattel	$ -
TOTAL	$ 16.00

Drawer: Drawer 9
Clerk: JWS

AUDITOR STAMP HERE
RECEIVED From ROD
Oct 04, 2023
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
LMC
REP
10/05/2023
DATE

1205 Book
566 Page
09/28/2023 Recorded Date
8 # Pgs
Original Book
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09:57:13 Recorded Time

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BP1256274

PGS: 4

REN0097

STATE OF SOUTH CAROLINA)
) GRANT OF PERPETUAL EASEMENT
COUNTY OF CHARLESTON)

WHEREAS THE COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS (hereinafter "the Commission") is a body politic and corporate under the laws of the State of South Carolina and requires the easements hereinafter described and granted in connection with the construction of water distribution and sewage collection, treatment and disposal facilities; and

WHEREAS DRB Group South Carolina, LLC, a South Carolina limited liability company (hereinafter "the Grantor"), is minded to grant such easement to the Commission for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, in consideration of the sum of $10.00 to it in hand paid for the perpetual easement granted hereunder, at and before the sealing and delivery of these presents, by the Commission, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Commission, its successors and assigns forever, the following easement:

1. A perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of one or more underground sewer lines and/or one or more underground water lines over, under and upon the following described property:

A continuous MPW Easement (width varies) as shown on a plat entitled "FINAL SUBDIVISION PLAT JOHN BALLAM SUBDIVISION CHARLESTON COUNTY TMS 561-00-00-055, -058, -059, & -067, PROPERTY OF DAN RYAN BUILDERS SOUTH CAROLINA, LLC, LOCATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Christopher R. Elmer, SCPLS No. 30759, dated July 8, 2022, last revised January 23, 2024, and recorded in the ROD Office for Charleston County in Book L234 at Page 0039.

BEING a portion of the property conveyed to Dan Ryan Builders South Carolina, LLC n/k/a DRB Group South Carolina, LLC by deed of Ballam RD, LLC, dated July 19, 2021 and recorded August 6, 2021 in the ROD Office for Charleston County in Book 1021 at Page 015.

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

TOGETHER with the right of ingress thereto and egress therefrom over and upon the remaining property of the Grantor.

IT IS UNDERSTOOD AND AGREED that the easement above described is granted and accepted upon the terms stated above and also the following additional terms and conditions, to wit:

(a) The Grantor will make no use of the Easement Area which is inconsistent with the uses and the purposes for which the easement has been granted. The Grantor will not place any permanent structures (such as buildings, sheds and other structures) upon the Easement Area at any time.

(b) The Grantor further agrees not to plant or place vegetation other than low growing grass, over or within 5' on either side of water distribution and sewage collection, treatment and disposal facilities upon the Easement Area. Nothing herein contained shall be constructed to require the Commission to replace any vegetation within said Easement Area.

(c) The Commission agrees that, if it becomes necessary in the future to disturb the surface of the Easement Area in order to effect maintenance, repair or replacement, then the Commission will promptly restore the surface, to the extent practicable, including leveling the surface and reseeding the grass.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto The Commission, its successors and assigns.

AND the Grantor does hereby bind the Grantor and its successors and assigns to warrant and forever defend all and singular the said premises unto the Commission, its successors and assigns, against the Grantor and the Grantor's successors and assigns lawfully claiming or to claim the same, or any part thereof.

SIGNATURE OF GRANTOR ON FOLLOWING PAGE

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

IN WITNESS WHEREOF, the Grantor has hereunto set its Hand and Seal, this 9th day of August, 2023.

WITNESSES:

Signature of 1st witness

Signature of 2nd witness

DRB Group South Carolina, LLC

BY:
Print Name: Ron Bullwen
Print Title: VP of Land

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

I, Robert C. Young II, Notary for South Carolina, do hereby certify that DRB Group South Carolina, LLC, by Ron Bullwen, its VP of Land, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9th day of August, 2023.

Notary Public for South Carolina
My commission expires: 8-29-24

ROBERT C. YOUNG, JR. NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 08-29-2024

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Filed By:

MOUNT PLEASANT WATERWORKS
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MOUNT PLEASANT SC 29465-0330

RECORDED

Date:	July 11, 2024
Time:	2:39:45 PM

Book	Page	DocType
1256	274	Esmt

Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:
DRB GROUP SC LLC

RECIPIENT:
CPW TOWN MT PLEASANT AL

Original Book:

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Note:	
Recording Fee	$ 25.00
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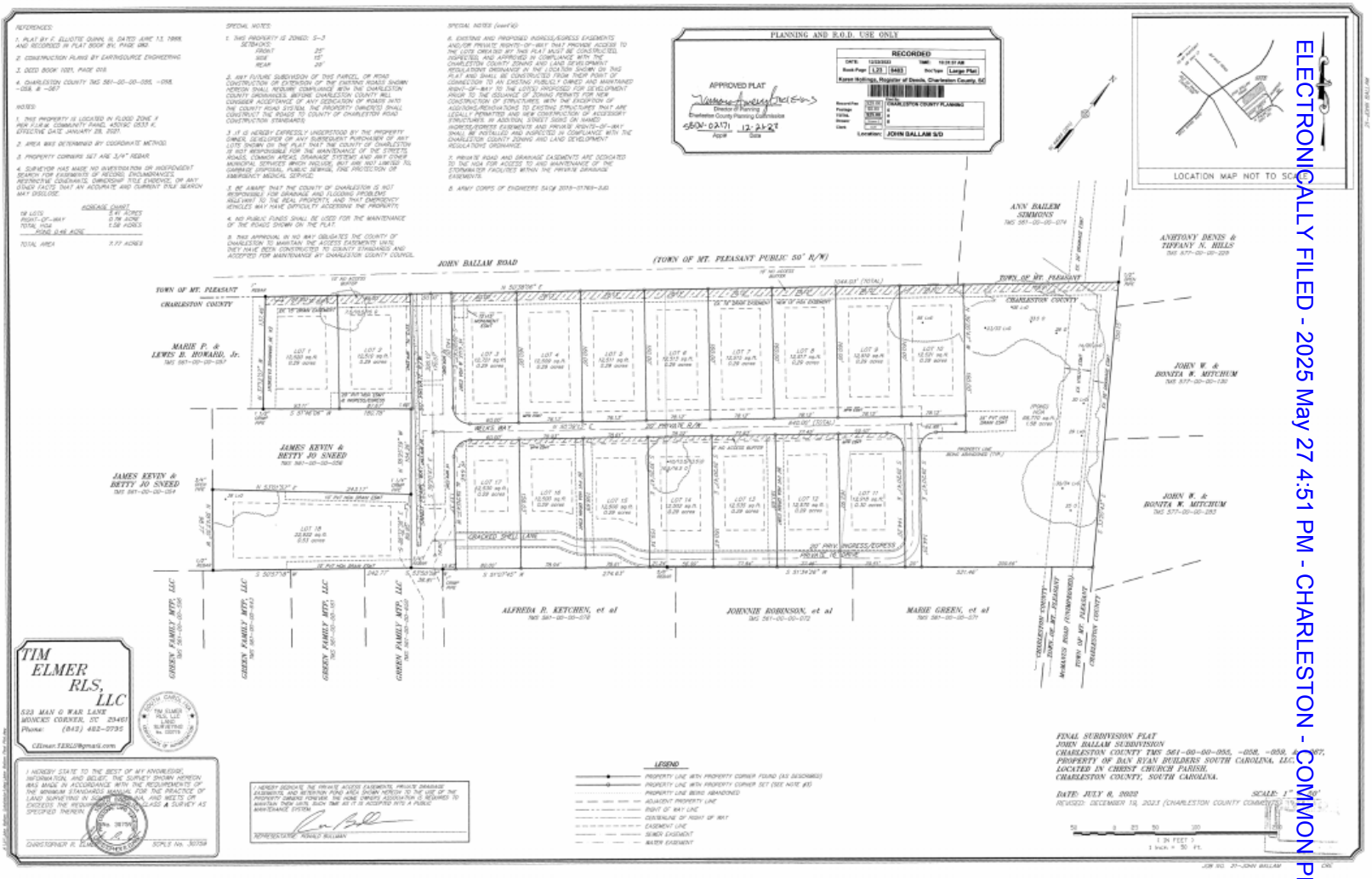

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Henry Bailem, IV; Joseph Bailem; Sheila Bailem; Diane Jefferson; Michael Jefferson, Sr.; Rashica Coakley; and Ann Bailey Simmons,

Plaintiffs,

vs. Case No. 2023-CP-10-0947

County of Charleston; Town of Mount Pleasant; DRB Group South Carolina, LLC f/k/a Dan Ryan Builders South Carolina, LLC; Marie P. Howard; Lewis B. Howard; Lanelle P. Johnson; William Bailem, Sr.; X Syvier Lynn Johnson; Sonia Maria Simmons; Kenneth Davis; Juanita Davis; Titus Howard; Myeisha Howard; James Howard; and John Doe and Jane Doe; fictitious names used herein to designate the unknown heirs at law, distributes, and/or devisees of all persons who are minors or members of the Armed Forces of the United States of America, as contemplated By the Soldiers' and Sailors' Relief Act, 1940, as Amended, and all persons entitled to claim under and through any of them,

Defendants.

30(b)(6) DEPOSITION OF:	DRB Group-through its designated representative, Mike Boyle
DATE:	May 20, 2025
TIME:	1:00 p.m.
LOCATION:	Virtual -- Zoom
REPORTED BY:	Roxanne Easterwood, RPR

CLARK BOLEN
CHARLESTON, SC 29415
843-762-6294
WWW.CLARKBOLEN.COM

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

VIRTUAL APPEARANCES OF COUNSEL:

ATTORNEYS FOR PLAINTIFFS:

Austen and Gowder, LLC
By: W. Andrew Gowder, Jr.
1629 Meeting Street, Suite A
Charleston, SC 29405
andy@austengowder.com

ATTORNEYS FOR DEFENDANT
County of Charleston:

Charleston County Attorneys
By: Andrew L. Hethington
Marc G. Bell
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405
alhethington@charlestoncounty.org
marcgbell@charlestoncounty.org

ATTORNEYS FOR DEFENDANT
Town of Mount Pleasant:

Town of Mount Pleasant
By: James L. Ward, IV
100 Ann Edwards Lane
Mount Pleasant, SC 29464
jward@tompsc.com

ATTORNEYS FOR DEFENDANT
DRB Group South Carolina, LLC:

Adams & Reese, LLP
By: W. Taylor Stanley
1221 Main Street, Suite 1200
Columbia, SC 29201
taylor.stanley@arlaw.com

-- and --

Sperry Law Firm
By: Paul Sperry
P.O. Box 14395
Charleston, SC 29422
paul@sperrylawsc.com

ALSO PRESENT:

Catherine Anderson, Diane Jefferson, Mark Borst, William Rankin, Michael Boyle

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

I N D E X

	Page	Line
MIKE BOYLE	5	3
EXAMINATION	5	5
BY MR. GOWDER		
EXAMINATION	17	4
BY MR. STANLEY		
CERTIFICATE OF REPORTER	19	1

E X H I B I T S

(No Exhibits Proffered)

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

P R O C E E D I N G S

* * * * * *

MIKE BOYLE

being first duly sworn, testified as follows:

EXAMINATION

BY MR. GOWDER:

Q. Mr. Boyle, good afternoon. My name is Andy Gowder. I represent the plaintiffs in this case. I understand that you have been designated by DRB under Rule 30(b)(6) to testify on behalf of the corporation with regard to certain topics that we have provided in our notice. Is that your understanding?

A. Yes, sir.

Q. Very good. Real quickly, I don't know whether you were listening in on the earlier depositions, but if you have been in a deposition, you've probably heard these instructions before, but we're supposed to give these instructions at the beginning of every deposition.

Now that the deposition has started, I would ask that you direct any of your questions or requests for clarifications or any issues that you may have with what's going on in the deposition to me, rather than to your able counsel, now that

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of the necessary permits to develop the site, and that's the process that we chose to get it through our land committee process and proceed with the purchase.

Q. Before we go into that in a minute, just to pick up on something you mentioned a moment ago. Do you know why D.R. Horton didn't exercise their right to proceed with the property?

MR. STANLEY: Objection. Beyond the scope.

THE WITNESS: I do not. I do not know the answer to that.

BY MR. GOWDER:

Q. With regard to your own due diligence, was access or use of John Ballam Road something that you looked at?

A. Yes.

Q. Can you tell me about that, please?

A. In any agreement -- it was represented in part of our lot purchase agreement with Ballam, LLC, and any subdivision that we would purchase would be the access road and rights to that access road, which we in our due diligence period evaluated matters of public record for John Ballam Road being a public road as it currently stands,

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000947

CERTIFICATE OF REPORTER

I, Roxanne M. Easterwood, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 20th day of May, 2025 at Charleston, Charleston County, South Carolina.

_____

Roxanne M. Easterwood, RPR
My Commission expires
November 19, 2034

PERMIT INSPECTION HISTORY REPORT (ENCR-09-18-00353)

Exhibit 61

ELECTRONICALLY FILED - 2025 May 27 4:51 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1900947

Permit Type:	Public Works - Encroachment	**Application Date:**	09/27/2018	**Owner:**	
Work Class:	Drainage	**Issue Date:**	09/27/2018	**Subdivision:**	
Status:	Finaled	**Expiration Date:**	03/04/2020	**Address:**	2245 John Ballam Rd Mount Pleasant, SC 29466
		IVR Number:	347472		

Scheduled Date	Actual Start Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
03/05/2019	03/05/2019	Encroachment Permit Inspection	ENC-INSP-2146856-2019	Routine	Reagen Desilets	Reinspection	Complete

Checklist Item	COMMENTS	Passed
General Comments	No construction started on permit.	Yes

Scheduled Date	Actual Start Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
04/02/2019	04/02/2019	Encroachment Permit Inspection	ENC-INSP-2147010-2019	Routine	Reagen Desilets	Reinspection	Incomplete

Checklist Item	COMMENTS	Passed
General Comments	No tie in work has been started. Site now has silt fence, tree protection, and a construction entrance installed. No permit box. Called Chris Wanamaker and Jeremy Mungin regarding the stop work order and hold on the encroachment permit.	No

Scheduled Date	Actual Start Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
04/30/2019	04/30/2019	Encroachment Permit Inspection	ENC-INSP-2150416-2019	Routine	Reagen Desilets	Reinspection	Incomplete

Checklist Item	COMMENTS	Passed
General Comments	No construction started on permit.	Yes

Scheduled Date	Actual Start Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
05/31/2019	05/31/2019	Encroachment Permit Inspection	ENC-INSP-2154478-2019	Routine	Reagen Desilets	Reinspection	Incomplete

Checklist Item	COMMENTS	Passed
General Comments	No construction started on permit. Silt fence across CC maintenance shelf.	Yes

Scheduled Date	Actual Start Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
06/28/2019	06/28/2019	Encroachment Permit Inspection	ENC-INSP-2158179-2019	Routine	Reagen Desilets	Reinspection	Incomplete

Checklist Item	COMMENTS	Passed
General Comments	No construction started on permit.	No

Scheduled Date	Actual Start Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
08/27/2019	08/27/2019	Encroachment Permit Inspection	ENC-INSP-2162061-2019	Routine	Reagen Desilets	Reinspection	Incomplete

Checklist Item	COMMENTS	Passed
General Comments	No construction started on permit.	No

Scheduled Date	Actual Start Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
10/01/2019	10/01/2019	Encroachment Permit Inspection	ENC-INSP-2169755-2019	Inspection Completed	Reagen Desilets		Complete

Checklist Item	COMMENTS	Passed
General Comments	No construction started on permit. Refer to SW-INSP-2170511- (STRM-03-19-07) for pre-construction meeting.	Yes

Scheduled Date	Actual Start Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
10/29/2019	10/29/2019	Encroachment Permit Inspection	ENC-INSP-2173559-2019	Routine	Reagen Desilets	Reinspection	Incomplete