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**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM NEWBERRY COUNTY  
In The Court of Common Pleas for the Eighth Circuit

J. Mark Hayes, II, Circuit Court Judge  
Trial Court Case No. 2018CP3600089, 2019CP3600245

Appellate Case No. 2025-000497

Lisa Summer Rice and Joseph F. Rice.....Appellants,

v.

Newberry Lions Club and Betty S. Amick, as Personal  
Representative of the Estate of C. Ray Amick.....Respondents,

AND

A. Murray Gray, Claude H. Schumpert, and Melissa B.  
Schumpert.....Appellants,

v.

Betty S. Amick, as Personal Representative of the Estate  
of C. Ray Amick, and Cheryl Littlejohn.....Respondents.

**RECORD ON APPEAL**  
**Vol. IV of IV**

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STATE OF SOUTH CAROLINA  
COURT OF COMMON PLEAS  
COUNTY OF NEWBERRY  
A. MURRAY GRAY, CLAUDE H. SCHUMPERT,  
and MELISSA B. SCHUMPERT,  
Plaintiffs,  
vs. CASE NO. 2019-CP-36-00245  
C. RAY AMICK,  
Defendant.

DEPOSITION OF: JOSEPH THADDEUS McCRACKIN, III  
DATE: February 6, 2020  
TIME: 1:51 PM  
LOCATION: Twenge + Twombly Law Firm  
311 Carteret Street  
Beaufort, SC  
TAKEN BY: Counsel for the Plaintiffs  
REPORTED BY: KELLY B. BAEKELANDT, Court Reporter

---

A. WILLIAM ROBERTS, JR., & ASSOCIATES  
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	Asheville, NC	
	(828) 785-5699	

1                   JOSEPH THADDEUS McCRACKIN, III  
2           being first duly sworn, testified as follows:

3                                   EXAMINATION

4           BY MR. POPE:

5                   Q.   All right. State your full name and  
6           address, please.

7                   A.   Joseph Thaddeus McCrackin, III. 210  
8           Stuart Town Road, Beaufort, South Carolina.

9                   Q.   All right. And how long have you been  
10          down here in Beaufort?

11                  A.   Since '73.

12                  Q.   Okay. Are you -- where do you work  
13          now?

14                  A.   I'm retired.

15                  Q.   Okay. Where -- where are you retired  
16          from, Mr. McCrackin?

17                  A.   I came down here with -- well, when I  
18          got out of school, I worked with the same people  
19          that own Farmers Ice & Fuel there in Newberry --

20                  Q.   Uh-huh.

21                  A.   -- Lowcountry Oil.

22                  Q.   Oh, yeah.

23                  A.   I worked there three years, then I went  
24          to work full time for the National Guard.

25                  Q.   Uh-huh.

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A. Yes, yes.

Q. The Schumperts?

A. Oh, yeah.

Q. The Rices?

A. We've owned -- we've owned property  
down there since 1972, so...

Q. Uh-huh. Okay. Now, didn't your  
parents own it before then or was it -- did they  
have --

A. No, Bill Ware owned it, bought it in  
1971, and we bought it in 1978.

Q. Okay. That was Bubba Ware's place?

A. Right.

Q. Okay. Now, you have -- when -- when  
your parents died, did you get the property then?

A. It was left to my sister and I and then  
I bought my sister out.

Q. Okay. Laurie?

A. Yeah.

Q. Approximately when was that?

A. Last year I believe.

Q. Last year?

A. Yeah.

Q. Oh, okay. 2019 or '18?

A. '19, I believe, yeah.

1 A. Yeah.

2 Q. Who -- who built the original house?

3 A. I do not know.

4 Q. Okay. Do you know how long it was  
5 there approximately?

6 A. It was -- the original house was built  
7 back in the '40s.

8 Q. Okay.

9 A. Built back in the early '40s I  
10 understand.

11 Q. Okay. It turns out that that house was  
12 actually built across the property line --

13 A. Exactly, I can... (Indicating.)

14 Q. Okay.

15 A. We thought we owned the whole lot there  
16 until the surveyor came through. But we owned that  
17 lot right there and the Lions Club owned that and  
18 that was the fringe. (Indicating.)

19 Q. Uh-huh.

20 A. And that's where the old house was.  
21 (Indicating.)

22 Q. Uh-huh.

23 A. And you can see where it ran right --  
24 right through the middle of it. (Indicating.)

25 Q. Yeah.

1 A. Yes.

2 Q. Okay.

3 A. Like I say, it was family back then.

4 Q. But you hadn't been down there before  
5 1978?

6 A. I don't think so, no.

7 Q. Okay. Now, all the neighbors down  
8 there at Lions Club Pointe were very friendly and  
9 harmonious; isn't that right?

10 A. Oh, yes.

11 Q. All right.

12 A. Definitely.

13 Q. And the families were close?

14 A. Exactly.

15 Q. And did -- is it true or not true that  
16 everybody down there, all the property owners,  
17 their guests and their families used the fringe  
18 lands?

19 A. Yes, and even Lions Clubs members.

20 Q. Yeah -- yeah, of course.

21 A. Yes, sir.

22 Q. And in using the fringe land, were  
23 there picnics down there on a regular basis,  
24 parties of that type?

25 A. Yes.

1 Q. Barbecues or whatever, fish fries?

2 A. Yes.

3 Q. Okay.

4 A. Back in -- back in -- back in the early  
5 days, yes.

6 Q. Okay. And then fishing of course?

7 A. Yes.

8 Q. And there -- was there -- is it correct  
9 or not that there was a beach on the absolute end  
10 of the pointe?

11 A. That -- you're correct, there was a  
12 beach there.

13 Q. And did you -- you and your family, of  
14 course, used it just like they did, correct?

15 A. Oh, yes.

16 Q. All right. Now, boating, did you have  
17 a boat in 1978? I say you or either your parents  
18 or you or your brother or sister or whatever?

19 A. Yes, we did.

20 Q. Did you frequently use the boat ramp on  
21 the fringe land?

22 A. Yes, everybody did.

23 Q. And that would be everybody that I just  
24 named who had families down there?

25 A. Yes, plus Lions Club members.

1 Q. Correct. And in using the ramp, who  
2 maintained the -- the condition of the ramp as --  
3 as you -- as your boat gets into the water, what  
4 was -- what [sic] would put that on?

5 A. Gravel, it was -- it was a gravel  
6 landing in there --

7 Q. Okay.

8 A. -- a gravel ramp.

9 Q. And did all the property owners down  
10 there help in that?

11 A. I don't know.

12 Q. Okay.

13 A. As far as I know, the Lions Club kept  
14 it up.

15 Q. Okay. Well, if somebody said that  
16 rather than the Lions Club it was the owners, you  
17 wouldn't dispute that, would you?

18 A. No.

19 Q. Okay. Now, were cars frequently parked  
20 on the fringe land while people were having their  
21 picnics or fishing or going to the beach?

22 A. Yes.

23 Q. Uh-huh.

24 A. But the fringe -- fringe land took up  
25 just about three-quarters of it down there.

1 Q. Yeah.

2 A. I got a plat that I can show you where  
3 it is.

4 Q. And your -- your land slices into that  
5 sort of like at a point, like an arrow point so --

6 A. Slices in like that, 45-degree angle --

7 Q. Right.

8 A. -- at the end. (Gesturing.)

9 Q. Right. Yeah. But would -- would it be  
10 fair to say that there is about two acres give or  
11 take of fringe land that's useable by everybody  
12 down there?

13 A. Yes.

14 Q. Okay. Now, do you recall special  
15 occasions down there on the fringe line -- the  
16 fringe lands where everybody that owned property  
17 down there and their guests, families, et cetera,  
18 joined in? Anything specific you remember,  
19 specific occasions like the 4th of July?

20 A. Mostly on the 4th of July.

21 Q. Okay. And when the 4th of July  
22 festivities occurred, was there also a parade?

23 A. Yes.

24 Q. Was that an annual thing during --

25 A. That was an annual thing, yes, it was.

1 Q. Right. So the primary usage of the  
2 fringe land for boating and whatnot would be during  
3 the warmer months?

4 A. Oh, yes.

5 Q. Yeah. You -- you don't -- do you -- do  
6 you recall ever seeing any of the other families of  
7 the landowners down there like Johnny Summer, you  
8 know Johnny, John Summer?

9 A. Oh, yeah, John.

10 Q. Ferd's son?

11 A. Yeah.

12 Q. Do you recall him putting gravel down  
13 on the boat landing?

14 A. No, I don't.

15 Q. Okay. Do -- what about -- what is the  
16 only access to get onto the fringe lands for all  
17 these property owners down there?

18 A. Say again?

19 Q. What is the only access for them to  
20 drive a car with a boat trailer on it to get into  
21 the fringe land?

22 MR. SOWELL: I object to the form of  
23 the question.

24 BY MR. POPE:

25 Q. Go ahead.

1 MR. SOWELL: You can go ahead, I'm just  
2 doing it for the record.

3 THE WITNESS: You got there -- well, to  
4 be truthful with you, the -- the landowners all  
5 around the front of it has got access to it when  
6 they run around, then you got the road going down  
7 there.

8 BY MR. POPE:

9 Q. Okay. Lions Club Road?

10 A. The Lions Club Road, yeah.

11 Q. Okay.

12 A. But, like I say, the landowners that  
13 border up can go around the fringe land to get to  
14 the boat landing, they don't have to go down to the  
15 road.

16 Q. Yeah. But they don't have a way to get  
17 a car without -- there's no road for them to use to  
18 get onto the fringe land with a car and a trailer  
19 and a boat on it; is that right?

20 A. They can -- yeah, it can be done.

21 Q. Well, there's no road though --

22 A. That's no road, no.

23 Q. -- except Lions Club Road?

24 A. Yeah, there's no road except for Lions  
25 Club Road.

1 Q. Yeah. And --

2 A. And, like I say, the fringe -- the  
3 fringe land, you can go around the fringe land to  
4 get there.

5 Q. Now, would it be correct that you  
6 observed in the summertime or in the spring or fall  
7 or whatever the warm weather months, you would see  
8 sometimes several boat trailers on the fringe land  
9 for people that already launched their boats?

10 A. Yes.

11 Q. And that was the case from 1978 to '88?

12 A. Yes.

13 Q. And from 1988 to '98?

14 A. Yes.

15 Q. And from 1998 to 2008?

16 A. Yes.

17 Q. And from 2008 to 2018?

18 A. Well, in the later years it was less  
19 and less and less --

20 Q. Uh-huh.

21 A. -- than -- than it was in the earlier  
22 years. Everything cut out -- everything kind of  
23 went to a standstill in about the -- I guess the  
24 mid '80s, mid to later '80s and it was used less  
25 and less and less.

1 Q. Uh-huh. Well, the children of the  
2 owners had grown up, correct?

3 A. Yeah. Yeah.

4 Q. And moved off and stuff like that?

5 A. Yeah.

6 Q. Okay. But it was still used -- it was  
7 less and less, but it was still used --

8 A. It was still used, yes -- it was still  
9 used, yes.

10 Q. -- as we described it, with boats  
11 launching and leaving trailers on the fringe  
12 land --

13 A. Yes.

14 Q. -- throughout that 40-year period,  
15 correct?

16 A. Yes.

17 Q. Sir?

18 A. Yes.

19 Q. Okay. Now, do you recall one time for  
20 some period of time there was a gazebo that was  
21 built down there near the beach? I call it -- what  
22 do you call -- you might call it a shed, I don't  
23 know.

24 A. I don't remember that.

25 Q. All right.

1           A.    I remember a picnic table being down in  
2    there --

3           Q.    Okay.

4           A.    -- and that's about it.  I think the  
5    picnic table is still there by the far end, but I  
6    do not --

7           Q.    Yeah.

8           A.    -- remember a gazebo there.

9           Q.    Okay.  That's all right.  It's not  
10   there now for sure.  The picnic table's been there  
11   for, what, several decades?

12          A.    Oh, yes.

13          Q.    Uh-huh.  Do you remember when there was  
14   a swimming dock, floating dock that was -- that was  
15   constructed by the property owners off the tip of  
16   the pointe?

17          A.    No, I don't.

18          Q.    Okay.  Do you ever remember that there  
19   was a -- a swimming area designated by using milk  
20   bottles with the top --

21          A.    Yes, I do.

22          Q.    Okay.  And that was so the children  
23   wouldn't go out too deep and that sort of thing?

24          A.    Yes, I do.

25          Q.    Okay.  When was that?  Was that in

1 the '70s?

2 A. That was in the '70s, yes.

3 Q. Also in the '80s and '90s?

4 A. I'll say probably about the mid '80s.

5 Q. Uh-huh. Now, did anybody ever prohibit  
6 any of the adjacent landowners including you  
7 from -- from going onto the fringe land and doing  
8 as you would?

9 A. No.

10 Q. All right. Did anyone ever tell you  
11 you had to get anybody's permission to use the  
12 fringe land -- to use Lions Club Road to get on the  
13 fringe land?

14 A. Is that while -- is that when the Lions  
15 Club owned it?

16 Q. Yeah, I'm talking up to the time in  
17 2018 when Mr. Amick got the deed.

18 A. Oh, no. No, they didn't.

19 Q. All right. Now, do you recall -- Lions  
20 Club Road was -- was tar and gravel up to a point,  
21 correct?

22 A. Yes, it was.

23 Q. All right. For many years?

24 A. (Gesturing.)

25 Q. For many years?

1 Q. 2010?

2 A. Yeah.

3 Q. Uh-huh.

4 A. Don't quote me -- don't quote me on  
5 that, it was somewhere in that area.

6 Q. Okay.

7 A. But we pulled up and found other people  
8 using the dock because they thought it was the  
9 Lions Club dock. And then we've been down on the  
10 dock or in the boat and we've had -- seen other  
11 people that's not Lions Club members and not  
12 affiliated with them down there use that -- use  
13 that boat ramp.

14 Q. Uh-huh. Did you -- are you aware of  
15 maintenance that was done on the first road --  
16 before we get to paving, now we're prior to 2010,  
17 did you -- are you aware of various members of the  
18 families of the people on --

19 A. Yes.

20 Q. -- on that exhibit going down and  
21 maintaining the road?

22 A. Yes.

23 Q. What kind of -- like filling potholes?

24 A. Filling potholes. One wintertime they  
25 had a hectic snow, hellacious snow up there and

1 everybody brought their chainsaws in and had to cut  
2 their way in.

3 Q. Uh-huh.

4 A. But, yes, everybody did -- the families  
5 did keep the road up, main road coming in up.

6 Q. And -- and did they also clear the  
7 ditches on occasion and that kind of thing?

8 A. As far as I know, yes.

9 Q. Okay.

10 A. I know I've cut it -- I've cut it  
11 several times.

12 Q. Did -- did they rake gravel and such --  
13 such things as that on the old road?

14 A. I don't know.

15 Q. Okay. What -- did they pick up trash,  
16 did the landowners down there pick up trash on --

17 A. Oh, we all did that, yes.

18 Q. Okay. Now, all those things were done  
19 by the landowners, not by the Lions Club, right?

20 A. Right.

21 Q. Okay. Now, you know -- I -- I can tell  
22 you -- I'm not going to tell you the month because  
23 it doesn't matter, but sometime in 2018 Mr. Amick  
24 got a deed, are you aware of that?

25 A. Yes.

1 Q. All right. Before that, had anyone  
2 ever told the McCrackin family or anybody down  
3 there that they had to get permission from the  
4 Lions Club or anybody else to use Lions Club Road  
5 to go to the fringe land?

6 A. No.

7 Q. Now, you -- you say -- and I understand  
8 that your visits -- you -- you put your modular  
9 home out there like, what, six or eight months ago?

10 A. April, May -- yeah, May of last year.

11 Q. Okay. About ten months or whatever?

12 A. Yeah.

13 Q. So before that, your visits were less  
14 frequent; is that right?

15 A. Yes.

16 Q. Okay.

17 A. The old house was getting less and less  
18 and less desirable.

19 Q. Uh-huh.

20 A. And once I got my sister out of it, she  
21 wouldn't spend any money on it and I didn't want to  
22 spend any money on it with her owning half of it.

23 Q. Yeah.

24 A. So, anyway, once I got her out of it we  
25 knocked it down and put a modular home in.

1 Q. Uh-huh. But the visits -- you said --  
2 I gather from what you said, in the '70s and '80s  
3 there was a lot of use of the fringe land --

4 MR. SOWELL: I object to the form of  
5 the question.

6 BY MR. POPE:

7 Q. -- is that -- is that right or wrong?

8 A. Back in the '70s, yes, it was mainly --  
9 mainly Lions Club -- it was mainly Lions Club --  
10 you know, Lions Club members would come down --

11 Q. Uh-huh.

12 A. -- and use the fringe land.

13 Q. Well, you --

14 A. Because everybody -- mostly everybody  
15 had -- mostly everybody had their own dock.

16 Q. Did you --

17 A. But -- but people would come down and  
18 use the beach down there.

19 Q. And -- and they were -- who put the  
20 sand down, do you know?

21 A. Lions Club, as far as I know.

22 Q. Well, if I told you it was the  
23 landowners, you wouldn't have any way to --

24 MR. SOWELL: I object to --

25 BY MR. POPE:

1 but set up tables and we'd have a little  
2 get-together out there. Everybody would bring  
3 leftovers and we'd have a little get-together  
4 there, a little cocktail party out on the street  
5 there.

6 Q. Uh-huh.

7 A. And then right in front of the  
8 clubhouse everybody would chip in about 20 bucks  
9 and buy fireworks --

10 Q. Uh-huh.

11 A. -- and the younger people would go out  
12 and shoot the fireworks off when it gets dark and  
13 that was about it --

14 Q. Yeah.

15 A. -- on 4th of July. And that's about  
16 the only time that was used.

17 Q. Uh-huh. Now, did kids also use any --  
18 anything like go-carts down there?

19 A. No, there wasn't no...

20 Q. Sir?

21 A. Golf carts, yes, go-carts, no.

22 Q. Okay. You don't recall any golf -- any  
23 go-carts?

24 A. No, I don't.

25 Q. Okay. Now, where is your sister living

1 Q. Uh-huh. Does that mean each time that  
2 they use it, is that what he meant?

3 A. I have no idea.

4 MR. POPE: Uh-huh. We'll have a little  
5 break now, so...

6 (A recess transpired.)

7 BY MR. POPE:

8 Q. Mr. McCrackin, before the rope was  
9 placed there, had that road ever been blocked in  
10 your memory?

11 A. No, it hadn't.

12 Q. Okay. The -- the boat ramp, the  
13 condition of the boat ramp, has it always been  
14 maintained in gravel throughout the years you've  
15 been going down there since 1978?

16 A. Yes, it's always been gravel, yes.

17 Q. Okay. And I think you said you thought  
18 the Lions Club had graveled it but you weren't  
19 sure; is that right?

20 A. Yes.

21 MR. POPE: All right. That's all I  
22 have. You can answer his questions.

23 EXAMINATION

24 BY MR. SOWELL:

25 Q. Would you hand that, Mr. McCrackin, to

**CROSS-EXAMINATION BY BIFF SOWELL, ESQUIRE:**

Joseph Thaddeus McCrackin, III  
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February 6, 2020

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1           A.    Yes.

2           Q.    Okay.  Well, I'm going to ask you about  
3 that.  I'm going to show you a picture first.

4                   MR. SOWELL:  I'm going to ask the  
5 reporter to mark this as Defendant's Exhibit 4 I  
6 guess.  Is that right?

7                   THE COURT REPORTER:  Yes.

8                           (DFT. EXHIBIT D4, Photograph, was marked  
9 for identification.)

10 BY MR. SOWELL:

11           Q.    You keep that one.  (Indicating.)

12           A.    Got it.

13           Q.    Do you recognize that gate?

14           A.    Yes, I do.

15           Q.    And how long has that gate been there?

16           A.    Ever since I can remember -- I can  
17 remember.

18           Q.    Was it ever locked?

19           A.    Yes, it was locked.

20           Q.    All right.  And approximately when was  
21 it locked?

22           A.    When -- well, it used to be locked when  
23 nobody was down there.

24           Q.    Uh-huh.  All the time when nobody was  
25 down there?

1           A.    No, not all the time.

2           Q.    Uh-huh. Well, how did you get in there  
3 if you wanted to?

4           A.    All the landowners had a key.

5           Q.    Okay. And who gave them the key?

6           A.    Lions Club.

7           Q.    Okay. Do you know the --

8           A.    It was labeled -- it -- the key was  
9 labeled Lions Club on it to be truthful with you.

10          Q.    Okay. So when -- when approximately  
11 was the last time you can recall, if you can, that  
12 this gate was locked? I mean, has that been like  
13 last week?

14          A.    No.

15          Q.    Last year?

16          A.    No.

17          Q.    When, approximately?

18          A.    Probably early '90s.

19          Q.    Okay. Now, I'm going to show you  
20 Plaintiffs' Exhibit -- no, Defendant's Exhibit, I'm  
21 sorry, 5.

22                   (DFT. EXHIBIT D5, Photograph, was marked  
23 for identification.)

24 BY MR. SOWELL:

25          Q.    And I'll represent to you that

1 (DFT. EXHIBIT D7, Photograph, was marked  
2 for identification.)

3 BY MR. SOWELL:

4 Q. Now, is that a photograph going down to  
5 the boat landing?

6 A. Yes, it is.

7 Q. All right. Do you see any road going  
8 down there?

9 A. No, I don't.

10 Q. And is that the way it looks now pretty  
11 much?

12 A. Pretty much, yes.

13 Q. And I want to show you Number 8. Let's  
14 see, I'll give you one with no writing on it. Now,  
15 if you look at Number 8, on the far left is the  
16 Lions Club cabin?

17 (DFT. EXHIBIT D8, Photograph, was marked  
18 for identification.)

19 THE WITNESS: Yes.

20 BY MR. SOWELL:

21 Q. And in the middle is your new modular  
22 home?

23 A. Right.

24 Q. And on the right is the Rices' house?

25 A. Right.

1           Q.    And somewhere in the middle there, is  
2   that the -- the stuff that was cut down by SCE&G,  
3   that pile of stuff, or what is that?

4           A.    That's what it looks like, yes.

5           Q.    All right.  Do you see any road down  
6   through here?

7           A.    No.

8           Q.    I mean, is there any road that's  
9   visible down beyond -- beyond those cars right  
10  there?

11          A.    No, it's all grass.

12          Q.    Does that indicate to you or does it  
13  indicate to you that that property at Lions Club  
14  Pointe has not been often used in recent years?

15               MR. POPE:  Object to the form.

16               THE WITNESS:  No, it hasn't.

17  BY MR. SOWELL:

18          Q.    It has not?

19          A.    It has not.

20          Q.    Okay.  All right.  I'm going to show  
21  you Number 9.  And I believe that this is a  
22  photograph that Mr. Pope took of the area that was  
23  once the beach.

24                       (DFT. EXHIBIT D9, Photograph, was marked  
25  for identification.)

1 THE WITNESS: Yes.

2 BY MR. SOWELL:

3 Q. Do you agree with that?

4 A. I agree with that, yes, it is.

5 Q. All right. Do you see any road that's  
6 apparent leading to the beach?

7 A. No.

8 Q. All right. Does that also lead you to  
9 believe that the beach has not been often used --

10 MR. POPE: I object to the form.

11 BY MR. SOWELL:

12 Q. -- in recent years?

13 MR. POPE: Leading.

14 THE WITNESS: No, the beach hasn't been  
15 used.

16 BY MR. SOWELL:

17 Q. Okay. Did Mr. Amick when he was a  
18 member of the Lions Club, did he cut the grass down  
19 there on the pointe?

20 A. Yes, he did.

21 Q. And did he do it regularly?

22 A. Yes, he did. When -- Ferd Summer, Jr.,  
23 which is the Rices' -- Lisa Rice's father --

24 Q. Uh-huh.

25 A. -- he passed away in I want to say

1 '05 -- '04, '05, '06, somewhere in that area.

2 Q. Uh-huh.

3 A. They -- he used to keep everything up.  
4 Since then, only Ray Amick's been cutting it  
5 because he's a member of the Lions Club.

6 Q. Okay.

7 A. And at that time the Lions Club was  
8 still active and they still had suppers down there  
9 during the summertime. And I remember Ray used to  
10 sit there and bitch and gripe about everybody  
11 leaving their trailers sitting down thataway [sic]  
12 because he couldn't -- he couldn't keep the grass  
13 cut.

14 Q. Because he couldn't cut through the  
15 trailers?

16 A. Exactly, the boat trailers.

17 Q. Now, I think you testified that you --  
18 how -- how -- well, let me ask you this: Does  
19 everybody down there, and I'm talking about the  
20 Schumperts, the Rices, Murray Gray, Littlejohn,  
21 Cheryl Littlejohn, sometimes known as LJ --

22 A. Yeah.

23 Q. -- the McSwaines, do they all have a  
24 boat dock that accesses Lake Murray?

25 MR. SOWELL: Object to the form.

1 THE WITNESS: None of them do, no.

2 BY MR. SOWELL:

3 Q. Huh?

4 A. You said a boat dock?

5 Q. Yes.

6 A. Oh, a boat dock, yes.

7 Q. They all have a boat dock?

8 A. All have boat docks, yes.

9 Q. All right.

10 A. Yes.

11 Q. Now, you had testified that you could  
12 access to the Lions Club fringe lands from the  
13 other fringe lands. Do you think a boat dock could  
14 be created on any of those other lots of these  
15 people I've just alluded to?

16 A. Are you talking about --

17 Q. I mean a boat ramp.

18 A. -- a boat ramp?

19 Q. A boat ramp, yes.

20 A. Oh, yes, definitely.

21 Q. Okay.

22 A. Definitely.

23 Q. Now, you said you bought the fringe  
24 lands in front of your property?

25 A. Yes.

1 Q. And was that from SCE&G?

2 A. Yes, it was.

3 Q. And before that, did people ask SCE&G  
4 to access the fringe lands or the lake?

5 A. Say it again now.

6 Q. Before you bought the fringe lands --

7 A. Uh-huh.

8 Q. -- so we're talking about your fringe  
9 lands now, but before when they were SCE&G fringe  
10 lands, did SCE&G require a permit or any other kind  
11 of license to access either the fringe lands in  
12 front of your property or the lake?

13 A. No, they didn't.

14 Q. Okay. Of course they -- they weren't  
15 down there, SCE&G was not down there on a regular  
16 basis?

17 A. You're right, yes, sir.

18 Q. Because that's a big lake?

19 A. Exactly, yep.

20 Q. Do you -- do you know whether -- I know  
21 they did not as a matter of fact require it, but do  
22 you know if they as matter of legality, do you know  
23 if they require a permit or a license to access  
24 those fringe lands or the lake when they own them?

25 MR. POPE: Object to the form.

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS  
2 COUNTY OF NEWBERRY  
3 A. MURRAY GRAY, CLAUDE H.  
SCHUMPERT, and MELISSA B.  
4 SCHUMPERT,  
5 Plaintiff,  
6 vs. CASE NO. 2019-CP-36-00245  
7 C. RAY AMICK,  
8 Defendant,  
9

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10 DEPOSITION OF: A. MURRAY GRAY  
11 DATE: February 27, 2020  
12 TIME: 10:00 a.m.  
13 LOCATION: POPE PARKER & JENKINS, P.A.  
14 1508 College Street  
Newberry, South Carolina  
15 TAKEN BY: Counsel for the Defendant  
16 REPORTED BY: Mary K. Stepp, Court Reporter  
17

---

18 A. WILLIAM ROBERTS, JR., & ASSOCIATES  
19 Fast, Accurate & Friendly  
20 Charleston, SC Hilton Head, SC Myrtle Beach, SC  
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22 Columbia, SC Greenville, SC Charlotte, NC  
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23 Asheville, NC  
(828) 398-1840  
24  
25

**DIRECT EXAMINATION BY BIFF SOWELL, ESQUIRE:**

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1 Q. Uh-huh.

2 A. Because we all -- we have a little parade.  
3 And we used to go all the way to the point, which is  
4 where the road goes from the top, goes all the way  
5 down to where the point is.

6 Q. Uh-huh.

7 A. We always called it the point. It was a  
8 little sandy beach. And we used to do the parade all  
9 the way down there, but then some of the parents got  
10 a little older and couldn't make the walk all the way  
11 down there, so we turned and went to the porch right  
12 there in front of the clubhouse.

13 Q. Okay.

14 A. But we clean up, you know, sticks. We'd  
15 see things that were -- limbs were fallen, because  
16 the trees were getting old and limbs were laying  
17 down, so we'd pick up different things when we saw  
18 it.

19 Q. Now, you live there now?

20 A. No, sir.

21 Q. Oh, you do not?

22 A. I do not live there.

23 Q. How often do you go there?

24 A. I go there -- during the summer, I'm there  
25 every weekend. During the summer.

1 just enjoying it. We would keep it clean. And I  
2 didn't -- I just felt like we ought to be able to do  
3 that.

4 Q. Do you know if Dominion has a protocol for  
5 using the fringe land?

6 A. I do not.

7 Q. Now, your house is just above Littlejohns,  
8 right?

9 A. Correct.

10 Q. Okay. And you have a boat dock?

11 A. Yes, sir, I do.

12 Q. And you have a boat?

13 A. I do.

14 Q. What is your boat?

15 A. Pontoon.

16 Q. Okay. Have you ever gotten an estimate or  
17 considered putting a boat ramp on your lot?

18 A. No, sir.

19 Q. Could you do it?

20 A. I don't think so.

21 Q. Why not?

22 A. I think it's too -- it's too steep.

23 Q. All right.

24 A. The slope is too steep.

25 Q. But you never asked anybody whether it

1 could be done?

2 A. No, sir, I have not. I have always just  
3 taken advantage of the boat dock -- I mean, the  
4 landing that we had that everyone used at the Lion's  
5 Club, so I had no need to.

6 Q. How far is your house from Billy Dreher  
7 Billy Dreher Island boat --

8 A. By boat?

9 Q. -- ramp? No, no, no. By car.

10 A. By car.

11 Q. By car to get to the boat ramp at Billy  
12 Dreher Island?

13 A. Two-and-a-half miles.

14 Q. Okay. Now, when you -- when you brought  
15 this lawsuit, when you talked to Dr. and  
16 Mrs. Schumpert, had you talked to anybody else about  
17 it?

18 A. No, sir.

19 Q. Okay.

20 A. Well, Mr. Pope.

21 Q. I understand. I understand. I'm not  
22 going to ask you what you talked to him about.

23 A. Okay.

24 Q. Who's paying him?

25 A. I have no earthly idea.

1 Q. Just drove down the road?

2 A. Yes, sir.

3 Q. Okay. And you launched a boat there?

4 A. I took a boat out.

5 Q. I gotcha. Has anybody else launched or  
6 taken a boat out recently, other than you that you  
7 know of?

8 A. I haven't seen it. I've heard -- I've  
9 heard that there has been. I think that Young  
10 Schumpert has taken one out recently.

11 Q. Uh-huh.

12 A. And I don't -- I know that Ms. Littlejohn  
13 has had some family and they had a ski boat this past  
14 summer, and I've watched them. They park the ski  
15 boat in their yard, and then they take it back and  
16 forth.

17 Q. Uh-huh.

18 A. I think she's taken her pontoon boat out.  
19 I offered for her to put a pontoon boat on my dock  
20 when the water came out last year, because it was  
21 sitting on the ground. But she said she had other  
22 problems in that house that she -- this was the last  
23 -- the least of her worries.

24 Q. I gotcha. Are you a member of the  
25 Newberry Lion's Club?

1 A. Not any more. No, sir.

2 Q. When were you last?

3 A. I was trying to think about it the other  
4 night. I joined, I think, in '86 and I think I got  
5 out in '92 when I became a board member at the  
6 Newberry Country Club. Because we had meetings on  
7 the same night and it got to be where I couldn't make  
8 both.

9 Q. Now, are you aware that Ms. Littlejohn  
10 owns about 30 feet or some approximate portion of  
11 that road in front of her house?

12 A. I am on -- I saw it on the plat, yes, sir.

13 Q. Yeah. So you know that now?

14 A. Yes, sir.

15 Q. Did you know that when you brought this  
16 suit?

17 A. Yes, sir.

18 Q. Okay. Why was she not included?

19 MR. POPE: Object to the form.

20 THE WITNESS: She wasn't --

21 BY MR. SOWELL:

22 Q. If you know.

23 A. The only reason that I wouldn't include  
24 her is because she was very nice to me and she told  
25 me any time I needed to park right there in front of

1 her place, I was more than welcome to. So I just  
2 felt like that she was going to be cordial and not  
3 have a problem with it.

4 Q. Okay. Do you know if -- who provided the  
5 sand that was down there in 1992, whether it was some  
6 private person or the Lion's Club or Lion's Club  
7 members or whatever?

8 A. Mr. Ferd Sommer (ph) probably but put that  
9 down there.

10 Q. That's your belief?

11 A. That is what I've always been told.

12 Q. Okay.

13 A. I was down there when they put sand down  
14 there at some point in time. And Ferd was down there  
15 with a tractor and we were spreading it out. Now, I  
16 never saw the bill, I never saw the truck, I just  
17 know I saw a shovel.

18 Q. Yeah. And, of course, he was a member of  
19 Lion's Club, at that time, was he not?

20 A. Oh, yeah.

21 Q. So he could have been doing it for the  
22 Lion's Club?

23 MR. POPE: Object to form.

24 THE WITNESS: I don't -- I don't --

25 BY MR. SOWELL:

1 Q. You don't know?

2 A. I don't know.

3 Q. Could have been, could not have been?

4 A. Correct.

5 Q. All right. Who constructed the boat ramp?

6 A. It was there when I -- before I -- before  
7 my time, so I do not know.

8 Q. Now, do you remember when the Lion's  
9 -- you know where the Lion's Club gate is?

10 A. Yes, sir.

11 Q. And there's an allusion to it, I think, in  
12 that document we're looking at, where I put the green  
13 part?

14 A. Right. Yes, sir.

15 Q. There it is right there (indicating).

16 A. Okay.

17 Q. I got it.

18 A. Okay. Yes, sir.

19 Q. That gate is still there, is it not?

20 A. Yes, sir.

21 Q. Okay. Is it ever closed now?

22 A. No, sir.

23 Q. Has it ever been closed since you've been  
24 living there?

25 A. Since I've owned the property or since

1 I -- we've been going down there? My father bought  
2 the house in 1966. He died in 1986. And I've been  
3 down there all my life. And it has -- I can tell you  
4 that I have not seen it closed since 1987, when I  
5 bought my house.

6 Q. Okay. What about during that period, '66  
7 to '86, was it closed and locked for a period of  
8 time?

9 A. It -- they normally -- Mr. Ferd would  
10 close and lock it at the end of the summer, when  
11 everybody would leave.

12 Q. Okay.

13 A. Because back then they had just built  
14 Billy Dreher Island. And I think there was a fear  
15 that people didn't know exactly how to get to Billy  
16 Dreher Island, so they turn down that road.

17 Q. Yeah.

18 A. Well, they see the point down there, all  
19 of a sudden they are wanting to put the boats in and  
20 things over there at the Lion's Club. So I think he  
21 closed the gate, I was told. But everybody -- I  
22 still got a key to the gate.

23 Q. Okay.

24 A. I'm sure there's no lock on it anymore,  
25 but I don't know that because I haven't looked. But

1 I still got a key.

2 Q. Yeah. So back during that time frame, and  
3 we're talking about '66 to '86, generally, when it  
4 was not the summer time, you would use a key to open  
5 that gate and get through there?

6 MR. POPE: Object to form.

7 THE WITNESS: If it was locked, yes, sir.

8 BY MR. SOWELL:

9 Q. If it was locked, yes.

10 A. Normally, it got to the point where it got  
11 to be such a pain, they just quit locking it.

12 Q. All right. But it was locked for a period  
13 of time and required a key to open it?

14 MR. POPE: Object to form.

15 THE WITNESS: I never -- I never used a  
16 key to open the gate, if that's what you're asking.  
17 I never had to, because it never was locked. But I  
18 have -- I have seen it locked, but I -- when we leave  
19 out, but I never have opened it. No, sir.

20 Q. Well, other people would have had to have  
21 used a key, would they not?

22 MR. POPE: Object to form.

23 THE WITNESS: I guess so, if it was  
24 locked.

25 BY MR. SOWELL:

1           A.     All right.

2           Q.     He can look at it.  And if in his judgment  
3 he can give it to me, he will.

4           MR. POPE:  I'll give it to you.

5           MR. SOWELL:  Thank you.

6           THE WITNESS:  I think it would be a  
7 courthouse -- we could go to the courthouse and get  
8 it.

9           MR. POPE:  We'll get it, yeah.

10          THE WITNESS:  All right.  Public  
11 knowledge.

12          MR. SOWELL:  All right.  Let me confer  
13 with Ray for just one second.  I think I'm through.

14                 (Recess was taken from 10:25 a.m. to 10:26  
15 a.m.)

16          BY MR. SOWELL:

17           Q.     Murray, that gazebo that was in the 1992  
18 video --

19           A.     Yes, sir.

20           Q.     -- how long has it been gone?

21           A.     I think a storm got it, but I don't  
22 remember.  I don't remember.

23           Q.     I mean, do you know approx- -- has it been  
24 several years that it's been gone?  I don't see any  
25 trace of it there now.  I don't know.  Maybe you do.

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS  
2 COUNTY OF NEWBERRY  
3 A. MURRAY GRAY, CLAUDE H.  
SCHUMPERT, and MELISSA B.  
4 SCHUMPERT,  
5 Plaintiff,  
6 vs. CASE NO. 2019-CP-36-00245  
7 C. RAY AMICK,  
8 Defendant,  
9

---

10 DEPOSITION OF: CLAUDE H. SCHUMPERT  
11 DATE: February 27, 2020  
12 TIME: 10:50 a.m.  
13 LOCATION: POPE PARKER & JENKINS, P.A.  
14 1508 College Street  
Newberry, South Carolina  
15 TAKEN BY: Counsel for the Defendant  
16 REPORTED BY: Mary K. Stepp, Court Reporter  
17

---

18 A. WILLIAM ROBERTS, JR., & ASSOCIATES  
19 Fast, Accurate & Friendly  
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23 Asheville, NC  
(828) 398-1840  
24  
25

DIRECT EXAMINATION BY BIFF SOWELL, ESQUIRE:

Claude H. Schumpert  
A. Murray Gray, Et Al. v. C. Ray Amick

February 27, 2020

Page 3

1                                    CLAUDE SCHUMPERT,  
2        having been duly sworn, testified as follows:

3                                    EXAMINATION

4        BY MR. SOWELL:

5                    Q.        Dr. Schumpert, would you give your full  
6        name?

7                    A.        Yes, sir.    Claude Hutchison Schumpert.

8                    Q.        Did you grow up in Newberry?

9                    A.        Yes, sir.

10                  Q.        Did you go to Newberry High School?

11                  A.        Sure did.

12                  Q.        What year did you graduate?

13                  A.        '82.    1982.

14                  Q.        And then where?

15                  A.        Clemson University.

16                  Q.        Did you finish there?

17                  A.        Yes, I did.

18                  Q.        What year?

19                  A.        '86.

20                  Q.        And then where?

21                  A.        University of Georgia, School of  
22        Veterinary Medicine.

23                  Q.        Did you finish there?

24                  A.        '90.

25                  Q.        In '90 you finished Georgia Veterinary

1 School. Then what did you do?

2 A. Started a general practice at Dutch Fork  
3 Animal Hospital.

4 Q. Is that still your business?

5 A. I have sold my portion of the business,  
6 no.

7 Q. Are you still practicing there?

8 A. Yes, sir.

9 Q. But that's where you've practiced all  
10 these years?

11 A. (Nods head.)

12 Q. Yes?

13 A. Yes, it is. I've been there since May  
14 28th, 1990.

15 Q. This lawsuit that Murray Gray and  
16 Mrs. Schumpert and Dr. Claude Schumpert have brought,  
17 what prompted you to bring it?

18 A. Coming to the reality that access to areas  
19 that we've had our whole life no longer existed.  
20 Once no trespassing and private property signs were  
21 put up, that made me realize, at least what my kids  
22 and what I'd grown up with my whole life, could no  
23 longer be afforded, whenever I do have the privilege  
24 of having grandkids.

25 Q. Did you ever ask Ray or Betty if you could

1 use the pathway or whatever down to the fringe lands  
2 and boat dock and -- not boat dock, but boat ramp and  
3 the beach?

4 A. I've never asked in my life for that  
5 access, but I've also never asked anybody to put up  
6 do not trespass signs to go on their property.

7 Q. All right. So is the answer no, you have  
8 never asked Betty or Ray Amick --

9 A. I've never asked anybody to use access to  
10 that road.

11 Q. Including Betty or Ray Amick?

12 A. Correct.

13 Q. Now, when you got ready to bring this  
14 lawsuit, did you have discussions with Joe Rice about  
15 bringing it?

16 A. No.

17 MR. POPE: Object to form. Go ahead.

18 THE WITNESS: No.

19 BY MR. SOWELL:

20 Q. Who's paying for it?

21 MR. POPE: I object. I'm going to direct  
22 him not to answer that. That's not an appropriate  
23 question.

24 MR. SOWELL: It is.

25 MR. POPE: That's attorney-client

1 privilege.

2 MR. SOWELL: It's not.

3 MR. POPE: I think it is.

4 MR. SOWELL: I know you do.

5 THE WITNESS: Mr. Pope can answer who  
6 handles his finances. I don't know how he handles  
7 his finances.

8 MR. SOWELL: Okay.

9 THE WITNESS: Or his billing.

10 BY MR. SOWELL:

11 Q. Have you paid him anything?

12 MR. POPE: Object to the form. Same  
13 reason, I'm going to direct him not to answer.

14 THE WITNESS: I'm not answering that.

15 BY MR. SOWELL:

16 Q. Now, in the -- well, I'll tell you what,  
17 let's go to this.

18 A. Yes.

19 MR. SOWELL: Ask the reporter, please, to  
20 mark that as Exhibit 3. Let's just go through there  
21 seriatim, meaning one after the other.

22 (Defendant's Exhibit No. 3 was marked for  
23 identification.)

24 BY MR. SOWELL:

25 Q. These are some documents that Mr. Pope

1 gave me that you brought today?

2 A. Yes.

3 Q. Just tell me what they are, so I'll know  
4 what they are.

5 A. This is a plot of the property when we  
6 were preparing to build the house that we presently  
7 live in.

8 Q. Okay.

9 A. Or -- I say plot. Plot as it's broken up.

10 Q. Was that in approximately 2010?

11 A. Yes.

12 Q. Okay. So that's the first document?

13 A. Right.

14 Q. And does it have a Bates number on it?  
15 Probably does. Look down there.

16 A. What's a Bates number?

17 MR. POPE: Oh, yeah.

18 MR. SOWELL: Document number.

19 MR. POPE: Right there (indicating).

20 THE WITNESS: 193.

21 MR. POPE: Gray-Schumpert.

22 THE WITNESS: Gray-Schumpert 193.

23 BY MR. SOWELL:

24 Q. Okay. Just put that one down. Oh, let me  
25 ask you this: This is something I did look at that,

1 A. This is a note for our property.

2 Q. Okay. Was that the original note when you  
3 constructed it and moved there in 2010?

4 A. This might have been the original, because  
5 we moved in in August of '11.

6 Q. You say --

7 A. This is a refinance.

8 Q. You say it might have been or would not  
9 have been the original?

10 A. Well, we moved in...

11 MR. POPE: You can ask him, of course. I  
12 think Missy can explain it better.

13 THE WITNESS: Missy can explain this  
14 better than I.

15 MR. SOWELL: You can?

16 MS. SCHUMPERT: Yes. He usually does  
17 the --

18 MR. POPE: Wait. You can't explain it  
19 now.

20 THE WITNESS: She can explain it better  
21 than I.

22 MS. SCHUMPERT: No, I wasn't about to  
23 explain it.

24 BY MR. SOWELL:

25 Q. That's okay.

1 Q. Okay.

2 A. That would have -- that's more of the  
3 original.

4 Q. Now, there has been -- I'm just going to  
5 put that right there (indicating).

6 A. Okay.

7 Q. There's been, you know, some discussion  
8 during this case about maintaining Lion's Club Road.  
9 What has been done in the last 20 years with respect  
10 to maintenance below where the new paving is going to  
11 the point?

12 A. Below where the new paving is?

13 Q. Uh-huh.

14 A. In the last 20 years?

15 Q. Uh-huh.

16 A. Of the road itself?

17 Q. Yes.

18 A. Just of the road?

19 Q. Yes, the road.

20 A. The road itself, the only thing that I can  
21 recall would have been when we put gravel on the boat  
22 ramp.

23 Q. Okay. And when was that?

24 A. I don't -- you're pushing it. Somewhere  
25 between '95 and 2000.

1 Q. Okay.

2 A. It would have been where we actually had a  
3 load of gravel, when one of those draw downs --

4 Q. Uh-huh.

5 A. -- that SCG&E did. Willingham came and  
6 dumped two loads of gravel to, I'll say, shore up --

7 Q. Okay.

8 A. -- the boat ramp.

9 Q. There are a number of Affidavits that were  
10 submitted in this case.

11 A. Uh-huh.

12 Q. You know that, I presume.

13 A. I have a mailbox full of them. I say  
14 mailbox. E-mail box full of them.

15 Q. You and Ms. Schumpert and several other  
16 people. And they all -- almost all of them allude,  
17 to some degree, to the paving, repaving -- let's call  
18 it the repaving of the Lion's Club Road.

19 A. Okay.

20 Q. And that is primarily what is being  
21 alluded to, is it not, is the repaving of Lion's Club  
22 Road, not the maintenance of the tar and gravel below  
23 where the repaving stopped --

24 MR. POPE: Object to the form.

25 BY MR. SOWELL:

1 Q. -- in those Affidavits?

2 A. Well, I would have to go back and recall.  
3 I'm not going to sit here and tell you that I can  
4 recall every Affidavit.

5 Q. I understand.

6 A. I can speak to what I would say for the  
7 road maintenance.

8 Q. Good.

9 A. And, yes, you have your resurfacing.

10 Q. Uh-huh.

11 A. I just told you the only part besides the  
12 resurfacing that's been done is the gravel that's put  
13 on the boat ramp.

14 Q. That's in the last --

15 A. Before then, the only thing that was done  
16 for that was when we would have gravel and tar and  
17 mix it up and replace the potholes.

18 Q. Okay.

19 A. And those would have been before the  
20 resurfacing.

21 Q. All right. And that -- the resurfacing,  
22 was that in 2010, about the time you bought your  
23 house?

24 A. Built the house.

25 Q. Built the house.

1           A.     2000 -- I'll look -- I'll look back over  
2 that one and see.

3           Q.     Uh-huh. I thought those checks were 2010.

4           A.     '10, correct. That would have been '10.  
5 That was actually above on the -- okay. Yes, '10.

6           Q.     So other than the putting the gravel down  
7 for the boat ramp, there's not been any?

8           A.     And pothole repair.

9           Q.     And potholes. There's not been any  
10 maintenance on that road down to the Lion's Club  
11 point in the last 20 years that you know of?

12          A.     Besides pothole repair, that would be it,  
13 yes.

14          Q.     Okay. What about -- you know, I asked  
15 Murray Gray about the gate.

16          A.     Uh-huh.

17          Q.     Were you -- I suppose you used this  
18 property some when your father owned it?

19          A.     Yes.

20          Q.     And so how long have you been going there?

21          A.     Since I was -- well, technically, since I  
22 was born --

23          Q.     Uh-huh.

24          A.     -- in '64.

25          Q.     Okay.

1           A.       That's when they actually added onto the  
2 original house.

3           Q.       Now, are you aware of a period of time  
4 that the Lion's Club -- Newberry Lion's Club posted a  
5 no trespassing sign on that gate and locked the gate?

6           A.       The gate was locked. I can't decide what  
7 the Lion's Club did, because I wasn't a member. But  
8 the gate has been locked.

9           Q.       Okay. And how did you get it unlocked for  
10 access?

11          A.       With a key.

12          Q.       And who had the key?

13          A.       I had a key that was for our family.

14          Q.       Right.

15          A.       So I just know as a property owner down  
16 there, we had a key.

17          Q.       Approximately what period of time was  
18 that?

19          A.       The gate was even locked when we were  
20 building our house, and we had to have it unlocked.  
21 So someone locked it while our house was being built.

22          Q.       All right.

23          A.       It was still being locked. That would  
24 have been 2010 and '11.

25          Q.       All right. And you used the key you had,

1 Q. Well, multiple would be Joe Rice, would it  
2 not?

3 A. McCrackin --

4 Q. I guess Thad McCrackin?

5 MR. POPE: Let him finish, please.

6 THE WITNESS: McCrackin would be the other  
7 one, so yes.

8 BY MR. SOWELL:

9 Q. Okay. Good. And they can do the same,  
10 Joe Rice could cross McCrackin and McCrackin can just  
11 walk next door?

12 A. If you were walking, you can walk it.

13 Q. Could you pull a trailer through there?

14 A. No.

15 Q. Have you ever obtained an estimate to put  
16 a boat ramp on your property?

17 A. I've been declined to put a boat ramp on  
18 my property.

19 Q. By who?

20 A. SC&G.

21 Q. When was that?

22 A. When we were actually looking at doing  
23 this piece of property, so that would have been 2010.  
24 I met with Tom Boozer. And as I say and he said, we  
25 were not allowed to do that.

1 Q. Do you have any correspondence related to  
2 that?

3 A. I do not. He verbalized that to me.

4 Q. Okay.

5 A. So I do not have a correspondence that I  
6 know that he would have told me.

7 Q. Okay.

8 A. He gave me permission to cut trees and  
9 that was a -- that was a no. He also declined to let  
10 me put a beach on my property.

11 Q. Did, you know, you -- you did go down  
12 there, I think, at some point, maybe after the  
13 preliminary injunction, to put some sand --

14 A. Correct.

15 Q. -- where the beach --

16 A. Correct.

17 Q. -- was?

18 A. Yes.

19 Q. And did Dominion -- somebody from Dominion  
20 tell you to stop it?

21 A. Until they could come out and get a  
22 history on it.

23 Q. Uh-huh.

24 A. Yes. And then they told me it was  
25 actually permitted since that property has been used.

1 And I showed them pictures of use of the boat ramp  
2 and everything two years before I was born back into  
3 the '50s. And since it's been maintained like that,  
4 I was given permission that we can still maintain the  
5 beach area like it was. Maintaining what we're doing  
6 right now, so that we've been given permission to  
7 keep up the beach area like it is presently, which is  
8 fully sanded.

9 Q. Have you seen that video from 1992?

10 A. Yes, I have.

11 Q. Neil --

12 A. Yes.

13 Q. -- McSwain?

14 A. Yes. Unfortunately, I wasn't there that  
15 day. I was at the -- I had an emergency. I was at  
16 the office.

17 Q. Yeah, my paralegal was asking me  
18 yesterday, when I was looking at it, if I recognized  
19 anyone. I said, no. 1992. Couldn't recognize me  
20 either.

21 You heard what I asked Murray about the  
22 beach --

23 A. Uh-huh.

24 Q. -- and the --

25 A. Yes.

1 Q. -- gazebo. I mean, there was a  
2 substantial beach there then and there's a gazebo,  
3 true?

4 A. Correct. There was.

5 Q. In the video, yes. The gazebo blew down  
6 or --

7 A. Uh-huh.

8 Q. -- got down or something. Do you know  
9 when that was, approximately?

10 A. I don't know exactly when the gazebo fell  
11 down. That and the picnic table that was under the  
12 gazebo.

13 Q. Yeah. Has that been a long time ago? You  
14 don't have to use my phrase "long time." Just tell  
15 me, if you would, how long ago it has been.

16 A. I would say it has been within -- probably  
17 been four or five years ago, when the gazebo actually  
18 blew down.

19 Q. Okay. Who moved it?

20 A. Well, I'm the one that moves the debris --

21 Q. Okay.

22 A. -- whenever we were given that, because I  
23 cleaned up around the beach, took all the metal away,  
24 burned all the wood --

25 Q. Uh-huh.

1 Q. Which?

2 A. Both. There is a beach there.

3 Q. You've got better eyes than I do.

4 A. It's very clear from your -- very clear  
5 from the photos. You can see an outline of -- and,  
6 granted, I know where it's at. But there's a  
7 distinct difference in a sanded area and a grass area  
8 that's never been sanded.

9 Q. Okay.

10 A. And the light area where the beach is has  
11 always been very evident there.

12 Q. And you've put more sand on that now?

13 A. I put sand on it back when you referenced  
14 earlier.

15 Q. Yeah. The Dominion guy --

16 A. I have not put any more since then.

17 Q. You have not put any more since then?

18 A. No, that was when we -- was it three --  
19 three truckloads of sand.

20 Q. Uh-huh. Okay. Did you take that back up  
21 or just leave it there?

22 A. I took some up --

23 Q. Yeah.

24 A. -- until Brandon McCartha with Dominion  
25 told me I can stop taking it up until he and his

1 supervisor reviewed it.

2 Q. Do you know who his supervisor is?

3 A. He would probably not appreciate that I  
4 don't remember his name, but I do not remember his  
5 name.

6 Q. What is the -- what is the protocol out  
7 there for using the fringe lands when they are owned  
8 by Dominion? In other words, do you have to have  
9 permission? Do they require permits, licenses to  
10 access the lake? Do you know how the -- how the  
11 Lion's Club or somebody created a boat ramp and the  
12 beach in the beginning?

13 A. The beach and the boat ramp were created  
14 before I was born. I can't speak to Dominion's  
15 protocol now, as far as all the fringe lands. I can  
16 tell you what they told me about the beach area,  
17 presently.

18 Q. Okay. What did they tell you?

19 A. They told me beach area presently, since  
20 it has been maintained before 1995, could continue to  
21 have been maintained as it has been historically.

22 Q. Are you a member of the Newberry Lion's  
23 Club?

24 A. I am not.

25 Q. Have you ever been?

1           A.     Have not been. I was approached by Milton  
2 Price and actually came to two meetings of the Lion's  
3 Club. But as I told Milton then, my practice did not  
4 afford me the time needed to be active. Because my  
5 parents were very adamant, if you're going to be  
6 active of a group, you're active. And I could not.  
7 My time schedule does not allow that.

8           Q.     Do you have brothers and sisters who use  
9 that property?

10          A.     Yes.

11          Q.     Who are they?

12          A.     Young Schumpert and Lucia Renwick (ph).  
13 Dennis is deceased and Susan's health does not allow  
14 her to use the property.

15          Q.     The first two, where do they live?

16          A.     Newberry. Excuse me, Young lives in  
17 Prosperity and Lucia lives in Newberry.

18          Q.     I don't suppose you know who provided the  
19 original sand and who constructed the original boat  
20 ramp, who dug it out?

21          A.     I surely can't tell you on the boat  
22 ramp --

23          Q.     Yeah.

24          A.     -- because there's pictures when my father  
25 bought our boat, before I was born, of launching it.

1 And the present ramp was inexistent (sic) then, but I  
2 can't tell you. I know building -- so, no, I can't  
3 tell who did the ramp.

4 Q. Or the beach?

5 A. Or the beach.

6 Q. All right.

7 A. I just know that's where I learned to  
8 swim.

9 Q. Gotcha. Well, if you look at that  
10 video -- if I remember correctly, it's got the  
11 gazebo, which looks like it's in good shape. It's  
12 got big beach.

13 A. Correct.

14 Q. Like a big beach. And it's also got a  
15 swimming area --

16 A. Uh-huh.

17 Q. -- that's mapped out --

18 A. Uh-huh.

19 Q. -- correct?

20 A. Correct.

21 Q. Now, and it doesn't -- it doesn't have any  
22 of that now, does it?

23 A. Well, you don't have families that live  
24 down there from Memorial Day to Labor Day, the way we  
25 did when we grew up.

1 time we did it at the point.

2 Q. Okay. Do you agree with Murray Gray and  
3 Tom Pope about the scope of this easement you seek,  
4 that it is for the benefit of you, your wife, your  
5 family members, Murray and his family members, and  
6 that's who it's for the benefit of? And I guess the  
7 Rices, since they brought a suit, too.

8 A. My feeling on that would be that, but I  
9 would say to property owners. It's an area that when  
10 you go quote, unquote, through the gate --

11 Q. Yes.

12 A. -- for property owners that are down  
13 there, then yes. I would -- that would be something  
14 I would want them to have access to.

15 Q. Understood. But not the general public?

16 A. Correct.

17 Q. Okay. If you can find prior deeds,  
18 because I'm trying to -- I'm trying to get the deed  
19 in your stream of title from the Newberry Lion's Club  
20 and then from there to you. If you have those, if  
21 you would give them to Mr. Pope, and he can decide  
22 whether to give them to me. But I would like to see  
23 them, when you and Mrs. --

24 MR. POPE: He has them. We'll certainly  
25 provide them. I'm not going to do a title

1 A. Correct.

2 Q. Do you know who drafted that?

3 A. My wife.

4 Q. Okay.

5 A. On behalf of the -- ourselves and the  
6 neighbors up Neptune Lane.

7 Q. Okay. Who is that, Jim Parr and somebody  
8 else?

9 A. There are several families down that road.

10 Q. Okay. Look at -- at paragraph 10 of your  
11 Affidavit.

12 A. Paragraph 10?

13 Q. Uh-huh.

14 A. Yes.

15 Q. It says, quote, "We do not have a boat  
16 ramp on our property."

17 MR. POPE: This is the bottom of that  
18 page?

19 MR. SOWELL: Yes, very bottom.

20 THE WITNESS: Correct. Correct.

21 BY MR. SOWELL:

22 Q. "Nor did we attempt to negotiate the  
23 necessary approvals for one, when we purchased our  
24 property, as we assumed we would have continued  
25 access to Lion's Club point boat ramp permanently."

1 Your discussions with Tom Boozer must have been  
2 sometime after that, after 2010, 2011 or what?

3 A. This would have been before this one, but  
4 that was part of what his point was. Unless you had  
5 an existing, long term --

6 Q. Uh-huh.

7 A. -- we could not put it back in.

8 Q. Okay. Well, so apparently you did attempt  
9 to negotiate an approval, it just wasn't approved?

10 A. I wouldn't say I negotiated anything, when  
11 he said it was not approved.

12 Q. Okay. That's right.

13 A. Because we would have access to a boat  
14 ramp we always had access to.

15 Q. Okay. So, what you've had moored at your  
16 dock was a sail boat?

17 A. Correct.

18 Q. And you're not using that now?

19 A. No.

20 Q. Has it been evaluated by a repair shop?

21 A. Has not been evaluated yet.

22 Q. Do you intend to have it evaluated?

23 A. If I can put it back in the water and it  
24 does not take on water --

25 Q. Uh-huh.

**CROSS-EXAMINATION BY TOM POPE, ESQUIRE:**

Claude H. Schumpert  
A. Murray Gray, Et Al. v. C. Ray Amick

February 27, 2020

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1 BY MR. POPE:

2 Q. All right. So, the question is, where  
3 does the Lion's Club Road start and where does it  
4 end? Tell us?

5 A. Lion's Club Road?

6 Q. I'm talking about the paved portion, the  
7 tar and gravel portion.

8 A. Starts when you turn off.

9 Q. And the gravel portion?

10 A. State Park Road onto Lion's Club Road.

11 Q. Uh-huh.

12 A. And I would have told you, in my  
13 existence, that that literally dead-ended into the  
14 lake.

15 Q. Okay.

16 A. Because that's the way it's always been  
17 used.

18 Q. And did you see Becky McSwain's  
19 photographs, where she crudely drew with the magic  
20 marker what the road was like, as it was used on the  
21 fringe land?

22 A. Correct.

23 Q. Was that roughly accurate?

24 A. That was accurate.

25 Q. Now --

1           A.       The same -- that was the pattern that was  
2 used for golf carts, cars, and everything to access  
3 the point, yes.

4           Q.       Well, let's say you go to the part where  
5 the repaving turns onto Lion's Club Circle.

6           A.       Yes.

7           Q.       Lion's Club Road, as you just said --

8           A.       Continues.

9           Q.       -- continues tar and gravel, and then it  
10 becomes what, gravel?

11          A.       Gravel.

12          Q.       And then it goes on the fringe land to the  
13 lake?

14          A.       Correct.

15          Q.       Was any --

16                 MR. SOWELL: I object to the form of the  
17 question.

18 BY MR. POPE:

19          Q.       Was there any need for it to be paved  
20 beyond where it was paved at that time, since you  
21 were paying for it and the other property owners were  
22 paying for it?

23          A.       There was no need to pave further.

24          Q.       Has the road access on the fringe land of  
25 Lion's Club Road to get to the boat ramp, has that

1       been adequate for the purposes of launching a boat?

2             A.       Yes.

3             Q.       And your brother, is he an avid fisherman?

4             A.       Yes, he is.

5             Q.       And his boat -- his boat is housed where?

6       Kept where?

7             A.       It's actually kept underneath the carport

8       close to my mother's house.

9             Q.       Right across the little road from you?

10            A.       Correct.

11            Q.       And he comes down there, does he launch?

12            A.       Yes, he launches.

13            Q.       And has he done that regularly

14       after -- since -- before and since Mr. Amick blocked  
15       the road?

16            A.       He did not do it while the road was  
17       blocked. He has since launched, since the temporary  
18       injunction was put in place, as have others.

19            Q.       Now, what maintenance have you done down  
20       at the fringe land in the last 20 years?

21            A.       Mine has mostly been mowing grass and  
22       weedeating, be it the point area for the 4th of the  
23       July, up around the clubhouse for the 4th of July.

24            Q.       And you testified earlier you hired --

25            A.       Yes.

1 Q. You bartered?

2 A. It actually --

3 Q. You bartered your services with Mr.  
4 Higginbotham?

5 A. Higginbotham to actually -- because I do  
6 not have a bush hog -- to clean on the trees between  
7 the boat ramp to the point. We did not go on around.  
8 We only did that area.

9 Q. All right. Now, I know it's been said,  
10 but I want to be clear. Is there any way to access  
11 the boat ramp, except by using Lion's Club Road, as  
12 you just described it?

13 A. That is the only way to access the boat  
14 ramp.

15 Q. And during your entire lifetime, have cars  
16 frequently used Lion's Club Road to get to the fringe  
17 land, in addition to going to the boat ramp, but just  
18 for general recreation or not?

19 A. Cars, golf carts, go carts, everything has  
20 been used on that road all the way to the point.

21 Q. Now, the gazebo that blew down four or  
22 five years ago, that was not installed by the Lion's  
23 Club, was it?

24 A. Those would have been property owners,  
25 which is what we did -- the property owners

1 would -- if there was a workday, we were told there  
2 was a work day and it was property owners that did  
3 the work.

4 Q. Same for the picnic table?

5 A. Correct.

6 Q. What about --

7 A. That was when we actually helped Uncle  
8 Ferd put it down there, because it took four of us to  
9 get it off the trailer.

10 Q. Now, the swimming area that was in one of  
11 the pictures --

12 A. Yes.

13 Q. I think it was in one of your exhibits.  
14 These pictures (indicating).

15 A. Yes.

16 Q. Third page, I think, of Exhibit -- it says  
17 "Old Photographs of Lion's Club point Beach Area."  
18 What does that top picture show?

19 A. That actually is the area where we put in  
20 milk jugs and we would drop cinder blocks to keep  
21 saying this is a swim area. So that whenever we were  
22 down there, we knew that was the area you could swim  
23 in. And it would get just about enough depth to  
24 where, even in my height now, you couldn't quite stay  
25 there, but that was our area where we were expected

1 to stay.

2 Q. Uh-huh. Now, you identified that, of  
3 course, many of the children that used the beach area  
4 have grown up and some have moved away and whatnot?

5 A. Uh-huh.

6 Q. But is the fringe land still used during  
7 the warm months on a regular, continuous basis until  
8 2018, when the road was blocked? Have there  
9 regularly been vehicles and people down there --

10 A. Yes.

11 Q. -- at various times?

12 MR. SOWELL: I object to the form of the  
13 question. Once you get to that, I object to it.

14 BY MR. POPE:

15 Q. Okay. Is that true or not true?

16 A. That access has been in there since then,  
17 yes, it has.

18 Q. Now, he asked you about Mrs. Littlejohn's  
19 lot. Lion's Club Road goes through her lot or not?

20 A. According to the plat, it does cross her  
21 property.

22 Q. Do you ever have any reason to think she  
23 didn't know Lion's Club Road ran over her property  
24 when she bought it?

25 A. I assume it would have been very clear on

1 the plat.

2 Q. In years past, how long has the beach area  
3 been used as a beach? I mean, just all your life, I  
4 think you said?

5 A. All my life.

6 Q. Did you put sand down there every single  
7 year?

8 A. No.

9 Q. Is it necessary?

10 A. You don't need sand every year.

11 Q. Okay. Now, counsel asked you some  
12 questions about whether there's a clearly delineated  
13 line for the rural route of Lion's Club Road on the  
14 fringe land. If you walked the route on the road you  
15 described to the boat ramp and to the beach, is it  
16 gravel throughout that distance?

17 A. Correct.

18 Q. Okay. And is the gravel that is on Lion's  
19 Club Road on the fringe land, has that all been  
20 placed there by private property owners at Lion's  
21 Club --

22 A. Yes.

23 Q. -- point?

24 A. Yes.

25 Q. Is anything wrong with the road that

1 requires gravel, at this time?

2 A. No.

3 MR. POPE: Thank you. That's all.

4 MR. SOWELL: Sam, you got any?

5 MR. PRICE: Yes.

6 EXAMINATION

7 BY MR. PRICE:

8 Q. Dr. Schumpert, you referred to Ferd as  
9 uncle. Uncle Ferd. Are you related to him?

10 A. No, sir.

11 Q. That's just an honorary uncle?

12 A. I did not -- I grew up calling them Aunt  
13 Jo and Uncle Ferd. They were neighbors my whole  
14 life.

15 Q. Okay. Now, what is the source of your  
16 ownership of land down there? Like is it one deed?  
17 Several deeds?

18 A. The -- over time it -- well, we'll have  
19 one now. But you had -- you had the original piece,  
20 then the three lots between us and Aunt Jo and Uncle  
21 Ferd, and then the lot that I still can't come up  
22 with his name. Please forgive me. Wallace. Mike  
23 Wallace, I believe, owned the piece where the house  
24 sits now. So it would have been Sam, Papa, and  
25 Searle Hutchison, excuse me, and daddy had the

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS  
2 COUNTY OF NEWBERRY  
3 A. MURRAY GRAY, CLAUDE H.  
SCHUMPERT, and MELISSA B.  
4 SCHUMPERT,  
5 Plaintiff,  
6 vs. CASE NO. 2019-CP-36-00245  
7 C. RAY AMICK,  
8 Defendant,  
9

---

10 DEPOSITION OF: MELISSA B. SCHUMPERT  
11 DATE: February 27, 2020  
12 TIME: 12:10 p.m.  
13 LOCATION: POPE PARKER & JENKINS, P.A.  
14 1508 College Street  
Newberry, South Carolina  
15 TAKEN BY: Counsel for the Plaintiffs  
16 REPORTED BY: Mary K. Stepp, Court Reporter  
17

---

18 A. WILLIAM ROBERTS, JR., & ASSOCIATES  
19 Fast, Accurate & Friendly  
20 Charleston, SC Hilton Head, SC Myrtle Beach, SC  
(843) 722-8414 (843) 785-3263 (843) 839-3376  
21  
22 Columbia, SC Greenville, SC Charlotte, NC  
(803) 731-5224 (864) 234-7030 (704) 573-3919  
23 Asheville, NC  
(828)398-1840  
24  
25

**DIRECT EXAMINATION BY BIFF SOWELL, ESQUIRE:**

Melissa B. Schumpert  
A. Murray Gray, Et Al. v. C. Ray Amick

February 27, 2020

Page 3

1                                   MELISSA SCHUMPERT,  
2   having been duly sworn, testified as follows:

3                                   EXAMINATION

4   BY MR. SOWELL:

5           Q.    Ms. Schumpert, please state your full  
6   name.

7           A.    Melissa Brigman Schumpert.

8           Q.    And where did you grow up?

9           A.    Newberry.

10          Q.    Did you finish Newberry High School?

11          A.    I did.

12          Q.    And Clemson?

13          A.    I did.

14          Q.    What year did you finish Clemson?

15          A.    1986.

16          Q.    And what was your major?

17          A.    Accounting.

18          Q.    Have you worked as an accountant?

19          A.    I have.

20          Q.    Where?

21          A.    Arthur Anderson.

22          Q.    I mean, what was your job there?

23          A.    Well, directly out of college I worked for  
24   Arthur Anderson for approximately two years.  And I  
25   was a staff accountant.

1 Q. Now, is that Kelly Jones?

2 A. It was.

3 Q. So you worked in Columbia?

4 A. I did.

5 Q. Okay. And then what?

6 A. Then I married and my husband was residing  
7 in Athens as a veterinary student.

8 Q. Uh-huh.

9 A. And I worked for approximately two years  
10 in Gainesville, Georgia for a CPA firm as a staff  
11 accountant.

12 Q. Uh-huh. And then what?

13 A. My husband graduated veterinary school,  
14 accepted a job at Dutch Fork Animal Hospital in the  
15 midlands of South Carolina, and I took a position as  
16 the controller for Hardaway Concrete for  
17 approximately five years.

18 Q. William Jackson?

19 A. I worked for Bo Tate.

20 Q. Okay. Then what?

21 A. In November of 1995, I accepted a position  
22 as Chief Financial Officer of McNair Law Firm, and I  
23 began my employment there.

24 Q. And do you continue to do that?

25 A. My role has changed. In approximately

1 nine months after my employment at McNair, I became  
2 the Director of Administration and the Chief  
3 Financial Officer. And I subsequently hired a Chief  
4 Financial Officer, retaining only the position as  
5 Director of Administration.

6 Q. And do you continue to do that?

7 A. Yes. Our -- yes. I do -- my title  
8 remains the same, some of the responsibilities have  
9 been slightly modified subsequent to a business  
10 transaction in January of 2019.

11 Q. Burr Forman?

12 A. Correct.

13 Q. So are your responsibilities now pretty  
14 much related to the South Carolina offices of Burr  
15 Forman?

16 A. I have responsibilities related to the  
17 South Carolina office -- well, to the South Carolina  
18 and North Carolina offices of Burr Forman and then I  
19 have some firm-wide responsibilities.

20 Q. Okay. Are the firm-wide  
21 responsibilities --

22 A. Currently, those are more focused on the  
23 integration of the two parties that combined. And  
24 they are also involved with writing some firm-wide  
25 policy that would benefit the entire firm.

1 Q. Who do you report to now?  
2 A. Jim Lowry.  
3 Q. He's a lawyer?  
4 A. He is not.  
5 Q. What is he?  
6 A. He is the Chief Operating Officer.  
7 Q. Okay. Who does he report to?  
8 A. The managing partner.  
9 Q. Who is that?  
10 A. Ed Christian.  
11 Q. What was your exposure to the Lion's Club  
12 property, before you moved there in 2010 or '11?  
13 A. I had occasion to visit the Lion's Club  
14 property since approximately 1980, when my husband  
15 and I began dating and I spent time with his family  
16 there.  
17 Q. And his family, at that time, was that his  
18 parents, primarily?  
19 A. Yes. His parents who owned a home there  
20 and, of course, his siblings and other family members  
21 from time to time.  
22 Q. Now, does his mother live next door to  
23 you?  
24 A. She does not. She's deceased.  
25 Q. Okay. Did she live next door to you?

1 Q. Okay. Joe Rice -- I believe -- well, I'm  
2 not going to ask you about him. I'm not going to ask  
3 you about that. I take it back.

4 Do you recall ever making an attempt to  
5 obtain and construct -- obtain permission and  
6 construct a boat ramp on your property?

7 A. I did not.

8 Q. But your husband testified that he did?

9 A. Correct. He did.

10 Q. Do you know anything about that?

11 A. I recall him having met with the people  
12 from SCE&G about a variety of issues during the  
13 construction of our current home.

14 Q. So that would be approximately 2010?

15 A. Approximately.

16 Q. Uh-huh. Now, have you observed Cheryl  
17 Littlejohn's no trespassing sign?

18 A. I have.

19 Q. And have you abided by it?

20 MR. POPE: Object to form.

21 THE WITNESS: Prior to the temporary  
22 injunction being granted?

23 BY MR. SOWELL:

24 Q. Uh-huh.

25 A. I made no efforts to cross beyond any

1           A.     Anyone?

2           Q.     At the Lion's Club?

3           A.     Any member.

4           Q.     Any member, yes. Any member of the Lion's  
5 Club?

6           A.     No.

7           Q.     Were you ever told by any member of the  
8 Lion's Club that you could not access the point?

9           A.     No.

10          Q.     Were you ever told by any member of the  
11 Lion's Club that you could access the point?

12          A.     I don't recall ever having that discussion  
13 with any member of the Lion's Club about you can, you  
14 can't. It was not a topic of discussion. It was,  
15 you know, business as usual over the last six or  
16 seven decades. So there was really nothing to  
17 discuss.

18          Q.     You know we've had some discussions, you,  
19 your husband, and I did anyway, about prior deeds?

20          A.     Uh-huh.

21          Q.     Deeds from the Lion's Club to his father,  
22 I think. I don't really know that for sure. And  
23 then, you know, through an estate and into his  
24 brother and sister and then to him. Do you have  
25 those?

1 A. I do have them.

2 Q. Yeah, do you have a file related to the  
3 title to the property?

4 A. I can't say what -- there are so many  
5 files and folders that his mother left, I can't say  
6 what's in them and what's not in them. I have not  
7 personally gone through them.

8 Q. Okay. Well, same request to you --

9 A. Uh-huh.

10 Q. -- per Mr. Pope. If you'd look.

11 A. Uh-huh.

12 Q. I'd like to be able to look at the deeds  
13 that started with the Lion's Club conveyance to his  
14 father --

15 A. Uh-huh.

16 Q. -- and then on down to the two of you.

17 A. Uh-huh.

18 Q. Yes?

19 A. Certainly.

20 Q. Yes?

21 A. Yes.

22 Q. Thank you. Dr. Schumpert and I had a  
23 discussion about the gate. Was the Lion's Club gate  
24 being used when you moved there in 2011?

25 A. By the time we moved there in 2011, the

1 gate was still in place, but it -- I believe by that  
2 time it was being left open permanently.

3 Q. Do you know from your use before that that  
4 it had been locked from time to time?

5 A. I am aware that it had been locked.

6 Q. And it required a key to open it?

7 A. I am aware that it did require a key.

8 Q. And your family had a key?

9 A. We did.

10 Q. Still have it?

11 A. Perhaps.

12 Q. Okay. Now, there's a reference in your  
13 Affidavit to a plat. Would you look at that?

14 A. Sure. Look at the plat?

15 Q. Plat.

16 A. Okay. (Witness complies.)

17 Q. You see where the road is highlighted?

18 A. I presume this (indicating)?

19 Q. That gray looking stuff.

20 A. That grayed area.

21 Q. I think that was performed by Mr. Pope.

22 MR. POPE: Here's a yellow one.

23 THE WITNESS: Yes.

24 BY MR. SOWELL:

25 Q. At one time?

1 A. I do.

2 Q. Do you see where it crosses through tax  
3 map number -- what is that, 6.57-3-10, it looks like,  
4 I believe, yes.

5 A. I believe I see what you're referring to.

6 Q. And that is Cheryl LittleJohn's property?

7 A. Okay.

8 Q. Is it?

9 A. I assume so. You say so.

10 Q. Well, I mean, I'm just looking at the  
11 plat.

12 A. It will logically, based on where  
13 the -- where this plat shows the clubhouse.

14 Q. Uh-huh.

15 A. Her property would be adjacent to that.  
16 So that would lead me to conclude that this is her  
17 property, but I don't know her tax map number by  
18 heart.

19 Q. Okay. I gotcha. But she does live right  
20 above the cabin?

21 A. She does.

22 Q. Okay. When's the last time that you  
23 recall -- well, let me ask you this. This might be a  
24 good way to benchmark this question. When you moved  
25 there in 2011, was there a beach or a gazebo on the

1 point?

2 A. Yes.

3 Q. All right. Both?

4 A. Yes.

5 Q. And when were they dissipated, fell down,  
6 whatever?

7 A. Well, I don't recall the specific date of  
8 when the storm damaged the gazebo resulting in its  
9 removal. And the beach area continues to exist,  
10 although in recent years it has not been restored as  
11 it had in prior years, historically. Largely, in  
12 part, to the very matter that is before us.

13 Q. Well, that would have been 2018. We're  
14 talking about two years. I'm talking about before  
15 that. When is the last time that that beach was  
16 really a beach and not just a --

17 A. Well, I know --

18 Q. -- piece of sand?

19 A. I know that our daughters and their  
20 friends were still going down there as recently as  
21 2016. And then they, of course, were both away  
22 either working and living elsewhere or at college.  
23 And so they frequented it less, but they still did go  
24 there. And, you know, others would go there from  
25 time to time, although I didn't make it my business

1 to sit on my porch and --

2 Q. Watch them?

3 A. -- track it.

4 Q. Gotcha. Do you have any e-mail  
5 communications with Joe Rice, Lisa Rice or anybody  
6 else related to the easement --

7 A. No.

8 Q. -- question?

9 A. I don't think I've ever e-mailed Joe Rice.  
10 And if I -- if I e-mailed Lisa, it would have been so  
11 long ago, I can't even recall.

12 Q. You have a boat dock?

13 A. We do.

14 Q. And the Rices have a boat dock?

15 A. They do.

16 Q. And the McCrackins have a boat dock?

17 A. They do.

18 Q. And Murray Gray has a boat dock?

19 A. He does.

20 Q. Does virtually everybody on that point  
21 have a boat dock?

22 MR. POPE: Object to form.

23 THE WITNESS: You know, I can't speak to  
24 Ms. Littlejohn's property, what all she may or may  
25 not have done, because I don't have occasion to go

1 over there. And I don't know the status of  
2 Mr. Byers.

3 BY MR. SOWELL:

4 Q. Where's his lot?

5 A. His is on the other side of the McSwains,  
6 in the very back of the cove.

7 Q. Okay. Is there a house there?

8 A. Yes.

9 Q. Do you agree with your husband, since  
10 you're a plaintiff, that if the easement is granted,  
11 as you seek the easement, that it would be for the  
12 benefit of you, your husband, Murray Gray, Joe and  
13 Lisa Rice, since they claim one, too, or what?

14 A. I believe it would be for the benefit for  
15 the landowners beyond the gate with water frontage  
16 who have historically had use of the boat ramp and  
17 the point beach area. I -- our -- my intent would be  
18 to maintain the status quo with respect to the usage  
19 and those who have historically used it.

20 Q. That would be not to open it up to the  
21 general public?

22 A. Correct.

23 MR. SOWELL: Thank you.

24 THE WITNESS: You're welcome.

25 MR. POPE: I do have a couple things.

CROSS-EXAMINATION BY TOM POPE, ESQUIRE:

Melissa B. Schumpert  
A. Murray Gray, Et Al. v. C. Ray Amick

February 27, 2020

Page 24

1 THE WITNESS: Sure.

2 EXAMINATION

3 BY MR. POPE:

4 Q. You said if the easement is granted  
5 permanently, the beach would identify -- you  
6 identified all the land owners with frontage beyond  
7 the gate?

8 A. Correct.

9 Q. And that would include -- would that not  
10 also include guests and family members of those  
11 people?

12 A. Yes. And historically that has been the  
13 case. Those landowners and their family and invited  
14 guests.

15 Q. Now, would you tell us the route of Lion's  
16 Club Road, whether the paved portion, tar and gravel  
17 portion or gravel portion, where it starts and where  
18 it ends?

19 A. Well, it starts at the intersection of  
20 State Park Road and you -- it goes through what Mr.  
21 Sowell was referring to as the repaved portion, onto  
22 a tar and gravel portion, onto a gravel portion, all  
23 the way across the fringe lands onto the area where  
24 the boat ramp is located, and the beach or the point,  
25 as we refer to it is located.

1 Q. And is there anything wrong -- and you  
2 mentioned -- it's been mentioned earlier that when it  
3 was repaved in 2010, it went down Lion's Club Road  
4 and then it turned onto Lion's Club Circle, right,  
5 the paving continued?

6 A. Correct.

7 Q. The straight portion of Lion's Club Road  
8 that you just identified as tar and gravel. Is there  
9 anything wrong with that surface now?

10 A. No. Not for it -- not for the purpose  
11 that it's used to access the fringe land.

12 Q. Is there anything wrong with the surface  
13 of the gravel portion, gravel and dirt portion of the  
14 road that goes down to the boat ramp and to the  
15 point?

16 A. No. Works just fine.

17 Q. Have you seen anybody have any  
18 difficulties launching a boat or getting to the beach  
19 because of the road being inadequate?

20 A. I have not.

21 Q. Now, the document in front of you which is  
22 your Affidavit, Exhibit 11 --

23 A. Yes.

24 Q. -- he asked you to read it again. And is  
25 it true in all respects, as you sit here today?

1 STATE OF SOUTH CAROLINA  
2 COUNTY OF NEWBERRY  
3  
4 LISA SUMMER RICE and JOSEPH  
5 F. RICE,  
6  
7 Plaintiffs,  
8  
9 vs. CASE NO. 2018-CP-36-00089  
10  
11 NEWBERRY LIONS CLUB, C. RAY  
12 AMICK and CHERYL LITTLEHON,  
13 Defendants.

10 A. MURRAY GRAY, CLAUDE H.  
11 SCHUMPERT and MELISSA B.  
12 SCHUMPERT,  
13 Plaintiffs,  
14 vs. CASE NO. 2019-CP-36-00245  
15 C. RAY AMICK and CHERYL LITTLEJOHN,  
16 Defendants.

17 DEPONENT: TAD ABRAHAM  
18 DATE: August 20, 2021  
19 TIME: 10:00 a.m.  
20 LOCATION: Pope, Parker & Jenkins, P.A.  
21 1508 College Street  
22 Newberry, SC  
23 TAKEN BY: Counsel for the Defendant  
24 REPORTED BY: KIMBERLY T. POWER, CR  
25

DIRECT EXAMINATION BY BIFF SOWELL, ESQUIRE:

Tad Abraham  
Rice, Lisa and Joseph v. Newberry Lions Club, et al

August 20, 2021

Page 3

1 (DEF. EXHIBIT 1, Survey, dated  
2 February 23, 2021 was marked for identification.)

3 (DEF. EXHIBIT 2, Deed of Real  
4 Property, was marked for identification.)

5 (DEF. EXHIBIT 3, Photograph, was  
6 marked for identification.)

7 (DEF. EXHIBIT 4, Photograph, was  
8 marked for identification.)

9 (DEF. EXHIBIT 5, Photograph, was  
10 marked for identification.)

11 TAD ABRAHAM,  
12 being first duly sworn, testified as follows:

13 EXAMINATION

14 BY MR. SOWELL:

15 Q. Mr. Abraham, what is that notebook?  
16 What's in that notebook?

17 A. This was the bunch of affidavits that were  
18 provided to me.

19 Q. By whom?

20 A. Mr. Tom and Kyle.

21 MR. SOWELL: Okay. Let's mark that  
22 as exhibit whatever. I've already these marked as 1  
23 through 5. So let's mark that as Exhibit 6.

24 MR. POPE: Are you talking about  
25 everything in it?

1 A. I believe so. Yes.

2 Q. It says June 30, 2015, right?

3 A. Yes.

4 MR. SOWELL: Okay. Let's mark that  
5 as Exhibit 7.

6 (DEF. EXHIBIT 7, Plat, dated June 30,  
7 2015, was marked for identification.)

8 BY MR. SOWELL:

9 Q. So that's what you were alluding to just  
10 now?

11 A. Yes.

12 Q. So precisely what is it you talked about  
13 that you wanted to identify or better identify or  
14 whatever?

15 A. When we went down on the site visit, the  
16 corners were not readily visible. So we walked the  
17 corners and I believe I even may have used the metal  
18 detector to detect those, but we walked through  
19 those. I got Mr. Pope and Mr. Parker oriented with  
20 some of the property corners and walked down to the  
21 lake and walked over to the beach area as well.

22 Q. Now, with respect to the document that is  
23 the survey -- let's see. I've marked that somewhere.  
24 Here we go, Exhibit 1. I'll just show you. It comes  
25 out of your file, but I've got one here. Exhibit 1

1 is the survey of the fringe land?

2 A. Yes.

3 Q. And that was done, like Mr. Parker  
4 confirmed, February 23, 2021?

5 A. Yes.

6 Q. Now, what was the purpose of this survey?

7 A. It had a couple of different purposes.  
8 The first was when we surveyed in 2015, the fringe  
9 land had not been acquired at that time. And so it  
10 was requested that we show that relative to the  
11 previous survey. It also showed some of the  
12 improvements that were down there. The overhead  
13 electric power poles, light poles, electric meter,  
14 beach area, and then the gravel drive. Yeah. I  
15 believe that's pretty well the extent of it.

16 Q. You do show a gravel drive with those  
17 little hen steps there, right?

18 A. Yes.

19 Q. And that's what you intended to show?

20 A. Yes, yes. That is correct. The Xs depict  
21 where we actually took the shots on the ground.

22 Q. Now, did you actually see a gravel drive  
23 over that piece of real estate?

24 A. Yes. Yes, we did. We were able to  
25 recover gravel from the ground.

1 Q. All right. So let's look at Exhibit 3.  
2 This is one of the pictures you provided?

3 A. Yes.

4 Q. Now, what are you doing there?

5 A. We are probing the ground.

6 Q. For what?

7 A. To see any evidence of existing driveway.

8 Q. Where do you -- in this picture -- let me  
9 see that again. In this picture, where do you see  
10 any gravel?

11 A. It is basically below the pine straw  
12 leaves and grass.

13 Q. That's what you're trying to dig up there?

14 A. Correct. Correct. Basically, we're  
15 trying to discern where the gravel -- where we  
16 stopped finding the gravel on the edges. So you'll  
17 start a little inside of it and you gradually work  
18 your way out until you don't recover anymore.

19 Q. And did you find gravel from across the  
20 entire traverse of the fringe lands down to the boat  
21 ramp?

22 A. Yes. Everywhere there is an X, we  
23 confirmed that we found gravel.

24 Q. Did you have to use your digging tools  
25 there to find the gravel?

1           A.     We scraped it, yes, to basically find  
2     it -- to find the end of it because it will, you  
3     know, quit turning it up once you're outside of that  
4     area.

5           Q.     But you can't see it here in this  
6     photograph?

7           A.     No.  It's not visible in this photo.

8           Q.     Okay.  Well, let's look at Exhibit 4.  Let  
9     me ask you this:  Who is this other gentlemen digging  
10    with you?

11          A.     In this picture, this would be Lee  
12    Wessinger.

13          Q.     Who is he?

14          A.     He's an employee.

15          Q.     Okay.  Now, how far down -- let's say you  
16    went down to the center of the earth to find this  
17    gravel.  You still think it would be a gravel  
18    driveway?

19          A.     It depends on what we find on the way to  
20    the center of the earth, I suppose.

21          Q.     Well, let's say you found some gravel down  
22    there about ten feet below the surface.  You still  
23    think it's a gravel driveway?

24          A.     No.  I would think there's something else  
25    to it.

1 Q. All right. Well, what makes you think  
2 this is a gravel driveway?

3 A. Just years of experience surveying gravel  
4 driveways. It's like a granite-type stone, not local  
5 to the area. It has a finite edge to it.

6 Q. But it was not continuously on the  
7 surface, was it, over the fringe land?

8 A. Oh, it was absolutely within the top three  
9 inches. Yes. Absolutely.

10 Q. Continuously?

11 A. Everywhere we have an X mark on our plat.

12 Q. So you had to go down as much as three  
13 inches to find it?

14 A. No. It was within the three inches  
15 consistently. I really did not record the depths at  
16 which we found it.

17 Q. How far did you go down?

18 A. No more than three inches.

19 Q. So as much as three inches?

20 A. I guess so.

21 Q. To find gravel continuously across the  
22 fringe land?

23 A. Yes. Within the area.

24 Q. Okay. So anything that was three inches  
25 below the surface, you are not going to see it?

1           A.       Correct.   Correct.   We did not dig any  
2 further than that.

3           Q.       But you're not going to see it?  If it's  
4 three inches below the surface, you are not going to  
5 see it unless you dig for it?

6           A.       Correct.

7           Q.       And that's what you are doing here.  You  
8 are digging for it?

9           A.       Yes.  We're basically, in essence,  
10 scraping.

11          Q.       Okay.  Well, I mean, that's a shovel.  
12 Were you digging?

13          A.       If you turn it sideways, you're scraping.

14          Q.       Okay.  Well, let's look at Exhibit 5.  Is  
15 that you?

16          A.       No, sir.  This is still Mr. Wessinger.

17          Q.       Who is taking the photographs?

18          A.       I think that was me.  I can't recall  
19 exactly, but I'm pretty sure that was taken by  
20 myself.

21          Q.       And taking the photographs with, what, a  
22 cell phone?

23          A.       Yes.

24          Q.       And this is actually on the fringe land?

25          A.       Yes.

1 Q. But you are testifying that you found a  
2 continuous trail three inches below the ground or  
3 above across the fringe land?

4 A. Yes. And everywhere we have it marked.

5 Q. Everywhere you've got the chicken scratch?

6 A. Yes.

7 Q. Or chicken feet?

8 A. Yes.

9 Q. You found some gravel?

10 A. Yes.

11 Q. Somewhere between the top of that ground  
12 and three inches below?

13 A. Yes.

14 Q. Okay. Now, did it look like somebody had  
15 been driving around down there recently?

16 A. Recently? I would say not.

17 Q. I mean, does it look like it in these  
18 pictures?

19 A. No, no. Middle of winter with pine straw  
20 falling. You can look at the driveway in their yard  
21 and it doesn't even look that used.

22 Q. I'm not arguing with you about middle of  
23 winter and pine straw falling. I'm asking you: Does  
24 it look like somebody has been driving around down  
25 there?

1 A. No.

2 Q. And using this territory in these pictures  
3 that are marked -- does it look like the territory or  
4 the real estate in these pictures 3, 4, and 5, and  
5 you can look at all of them, does it look like  
6 anybody has been driving down on that real estate  
7 recently in those pictures?

8 A. No, not recently.

9 Q. Okay. Do you know the last time somebody  
10 drove down there?

11 A. I have no knowledge on that.

12 Q. Now, Mr. Pope, I presume, did he ask you  
13 to dig around to see if you could find the gravel  
14 driveway?

15 A. Yes. He asked me to go down and locate  
16 the gravel drive.

17 Q. If you could?

18 A. Correct. Yes.

19 Q. Did you presume there was a gravel  
20 driveway there before you got there?

21 A. I presume I could reproduce the results of  
22 my 2015 survey.

23 Q. Right. But that was your -- well, your  
24 2015 survey does not have that gravel driveway across  
25 the fringe land, does it?

1 A. Well, that was outside of the scope.

2 Q. I know that.

3 A. It wasn't within my scope.

4 Q. I understand it was outside the scope.

5 I'm not arguing with you about that. Just like I'm  
6 not arguing about the pine straw.

7 A. Fantastic.

8 Q. I'm just saying you didn't do that in the  
9 2015 survey. You did not survey the fringe land?

10 A. Correct. That was not within the scope.

11 Q. And I presume that's the reason you  
12 surveyed the fringe land this time because they had  
13 become an issue in the case?

14 A. Yes, yes.

15 Q. And so has the issue about the gravel  
16 driveway?

17 A. Yes.

18 Q. So you went down there to see if you could  
19 find the gravel driveway?

20 A. Absolutely.

21 Q. It is not apparent in looking at the  
22 topography of these pictures, is it?

23 A. No, it is not. No, it is not.

24 Q. Okay. Now, on Exhibit 1, which is the  
25 plat of survey done of the fringe land, you show a

1 beach area?

2 A. Yes.

3 Q. Did you actually see a beach?

4 A. Sand would be the best way to describe it.

5 Q. What else?

6 A. That's about it.

7 Q. It wasn't a big beach?

8 A. No, no.

9 Q. It was kind of an indefinite beach?

10 A. Yeah, yeah. It did not have, like, a  
11 border or anything on it.

12 Q. All right. Now, you had -- and I'm  
13 getting a little -- I'm confusing myself here with  
14 too many pieces of paper, which is not your fault.  
15 I'm going to hand you Exhibit 2. Is that the deed to  
16 the fringe land?

17 A. Yes, it is.

18 Q. Did you review that before you went down  
19 there to do your survey?

20 A. Yes.

21 Q. Now, was Mr. Pope with you when you did  
22 this survey?

23 A. No, he was not.

24 Q. Was anybody from Pope, Parker, and Jenkins  
25 with you?

1 A. No one from the law firm was present.

2 Q. Just you and Mr. Wessinger?

3 A. The other gentleman in this picture is  
4 also an employee, Tyler Hill.

5 Q. So there were three of you?

6 A. Yes. That was all from my firm that was  
7 present.

8 Q. Now, before you did this survey, did you  
9 review this deed?

10 A. Yes.

11 Q. All right. Did you review the plat that  
12 is referenced in the description to this deed?

13 A. Yes, we did.

14 Q. Does it show a gravel driveway?

15 A. I'd like to see it before I say that. I  
16 don't remember.

17 Q. You don't have it in your file?

18 A. It's not with me.

19 Q. You don't remember whether it shows a  
20 gravel driveway?

21 A. I really don't. I'm sorry. I'd have to  
22 pull my records.

23 Q. Well, I would like for you to because I  
24 would like to know what you had when you did this  
25 survey.

1 Q. Are you telling us that you can see a  
2 gravel driveway, since you've demarked this as a  
3 gravel drive, that you can see one on the ground on  
4 the day that you did the survey?

5 A. No. What I am saying is we found evidence  
6 of an existing gravel driveway. We did have to  
7 scrape, but we definitely found evidence.

8 Q. Well, when you say "existing," do you mean  
9 existing or prior gravel driveway?

10 A. Existing in the sense of I could take you  
11 out there now and show it to you.

12 Q. You mean you could show me the boundaries  
13 of it at some time heretofore?

14 A. Yes. Absolutely. We could go down there  
15 and I could show that.

16 Q. Okay. But you can't show me a gravel  
17 driveway on top of the fringe land continuously as  
18 demarked in this survey/plat?

19 A. Yes. I can show you the gravel at every  
20 one of those X marks.

21 Q. Right. By digging up three inches below  
22 the ground?

23 MR. POPE: Object to form.

24 THE WITNESS: Less than.

25 BY MR. SOWELL:

1 Q. Well, three inches or less, right?

2 A. Yes. I mean, I think three inches is  
3 probably at the extreme. I think you will find it  
4 within an inch. If the three inches is important to  
5 us, we probably need to investigate that.

6 Q. It's important to me.

7 A. Okay.

8 Q. That's why I'm asking you.

9 A. We should probably look into it then.  
10 That wasn't really part of our scope.

11 Q. I'm just telling you what you said.

12 A. I'm just elaborating it wasn't part of our  
13 scope.

14 Q. Okay. So what if all of it is three  
15 inches below the ground, are you going to depict that  
16 as a gravel driveway?

17 A. I don't know. I would probably have to  
18 check and see.

19 Q. But your job -- your assignment when you  
20 went out there was to find the gravel driveway?

21 A. Yes. Find evidence. Yes. Whether it was  
22 there or not and determine whether it was there or  
23 not. We determined it was there.

24 Q. Well, does an automobile travel over a  
25 gravel driveway that's three inches below the

**CROSS-EXAMINATION BY MARY CASKEY, ESQUIRE:**

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1 clear on that or not.

2 Q. So if you dug three feet from the first X,  
3 you were going to also try to dig three feet from the  
4 X on the other side? I'm trying to understand.

5 A. We basically tried to go perpendicular  
6 across the run.

7 Q. Okay. How did you decide how far -- what  
8 I'm talking about linear, I'm talking about we're  
9 just going down one row of Xs toward the lake.

10 A. Okay.

11 Q. And I'm not an expert. So this is how I  
12 think of things. If I'm walking those Xs, how did  
13 you decide how far to go between where you first  
14 found gravel and then the next place you decided to  
15 dig?

16 A. To be blunt, there's really no prescribed  
17 methodology to that. It's just more of a by feel  
18 thing. If this would not -- if I would not have  
19 known this to be contentious, I would have done less  
20 shots, typically speaking. I guess that's the best  
21 way to describe that.

22 Q. Was there ever an instance where you did a  
23 shot, you found the gravel, you made the X, and then  
24 you walked, I don't know, three feet down, looked  
25 around, didn't see any evidence of gravel, so you

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1 went a little further?

2 A. No. We basically tried to space them, I  
3 would guess, around 20-ish feet and then we would  
4 just look there and we didn't really have any gaps,  
5 so to speak.

6 Q. Okay. Did you have any sort of  
7 methodology or any sort of standard to decide how  
8 much gravel would indicate evidence of the road?

9 A. No. I would say the reasoning behind the  
10 answer no would be as Biff alluded to earlier. If it  
11 would have just been one or two pieces of gravel,  
12 then I would have called that questionable, in my  
13 opinion.

14 Q. Okay. Well, what does not -- what number  
15 is not questionable, five pieces of gravel?

16 A. More like -- yeah. I would just describe  
17 it as a scoop, almost would be something, you know --  
18 you can tell that it's not isolated. That it's  
19 broadly applied.

20 Q. Okay. But we don't know what's between  
21 the Xs?

22 A. That's correct. That's correct. I guess  
23 we do know kind of within maybe a foot or two because  
24 we were trying to find where it stopped or, you know,  
25 dissipated on the edges, but we didn't do anything

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1 Biff, I would say between the boundary line and about  
2 maybe 50 feet into the fringe. Somewhere  
3 thereabouts.

4 Q. Okay. Now, if we look at the Xs, let's  
5 say looking at north to south -- do you see down  
6 there you've got the north and south indicated?

7 A. Yes.

8 Q. How far apart are those Xs?

9 A. The pairs are, generally speaking, ten  
10 feet.

11 Q. Okay. So from north to south or south to  
12 north, if you're looking from the bottom to the top,  
13 they would be about ten feet apart?

14 A. I would say that's a good average.

15 Q. All right. What about looking west to  
16 east? In other words, looking from the cabin out  
17 toward Lake Murray, how far apart are they?

18 A. Approximately 20 feet.

19 MR. SOWELL: Okay. That's all I  
20 have. I defer.

21 EXAMINATION

22 BY MR. PARKER:

23 Q. Mr. Abraham, Mr. Sowell showed you some  
24 pictures. Do you have those anywhere in front of  
25 you?

**CROSS-EXAMINATION BY KYLE PARKER, ESQUIRE:**

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1 A. I do not.

2 Q. So, Mr. Abraham, Mr. Sowell asked you some  
3 questions about this picture which is marked as  
4 Defendant's Exhibit 3. Do you see that?

5 A. Yes.

6 Q. So given where you are -- or what's  
7 depicted in that picture. Do you know if you are  
8 actually on the fringe land that Mr. Amick recently  
9 purchased or are you -- do you know if you're beyond  
10 that?

11 A. In Exhibit 3, we are on the fringe land.

12 Q. Mr. Sowell asked you if there was evidence  
13 of anybody recently using the gravel drive that's  
14 depicted on your plat, which I believe was  
15 Defendant's 1. Now, we established that you did that  
16 survey in February; is that correct?

17 A. Yes.

18 Q. Of this year?

19 A. Yes, 2021.

20 Q. And you're a resident of Newberry County;  
21 is that right?

22 A. Yes.

23 Q. Are you generally familiar with the  
24 public's general use of Lake Murray?

25 A. Yes.

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1 Q. Would you say there's a lot of use of  
2 boats on Lake Murray in February?

3 A. No. It is definitely the off season.

4 Q. So it wouldn't be uncommon at a boat ramp  
5 there wouldn't be evidence of recent use in February,  
6 right?

7 A. Correct.

8 Q. All right. So when you all were  
9 conducting this work in February of this year, did --  
10 were you -- you or your employees able to actually  
11 feel the gravel under your feet when you were  
12 walking?

13 A. Yes. It was very firm and, I guess,  
14 crunchy, maybe would be a characteristic to describe.

15 Q. Could you hear it when you were walking on  
16 the gravel?

17 A. I wouldn't say it was very definitive that  
18 you would just recognize it and say this is  
19 definitely gravel we're walking on.

20 Q. But you could you feel it?

21 A. We could definitely tell. It was very  
22 compacted.

23 Q. All right. So both Mr. Sowell and  
24 Ms. Caskey asked you questions about digging. Did  
25 you actually dig or was it more of a scraping?

1           A.     I would describe it as scraping.  
2           Basically, we used the thin side of the tools to find  
3           the edges, and then I actually did have them dig  
4           sometimes to make sure, like you said, there wasn't  
5           something isolated. So we kind of could produce, you  
6           know, here's a scoop of gravel here and, okay, you  
7           know, we're on the right track of, you know,  
8           assessing this and then put it back in.

9           Q.     So the point of any digging -- actual  
10          digging that you actually did out there was to  
11          substantiate the fact that it wasn't isolated gravel.  
12          It was the gravel drive that you depicted?

13          A.     Correct.

14                       MR. SOWELL: I object to the form of  
15          the question.

16          BY MR. PARKER:

17          Q.     And so in parts of this gravel drive that  
18          you've got depicted on Defendant's 1, were -- if you  
19          were to remove some of this pine straw and leaves  
20          that are shown in the picture, which is Defendant's  
21          -- say Defendant's 3, you mentioned that maybe some  
22          of the gravel was covered by pine straw and leaves.  
23          Could you see gravel?

24          A.     Yes. In spots there were patches that  
25          were visible to the naked eye and more would become

1     apparent with the use of the road, would be the best  
2     way to describe it, I guess.

3           Q.     Now, you've got depicted on Defendant's 1,  
4     the survey, that the gravel drive of a certain width.  
5     How did you all determine the width of the gravel  
6     drive?

7           A.     We would scrape and examine the sand and  
8     what was being produced, you know, as far as whether  
9     stone was present or not. And then we would expand  
10    out until we felt like it had dissipated and would no  
11    longer be of use in that concentration.

12          Q.     So you were using the scraping method to  
13    determine where the gravel stopped?

14          A.     Yes.

15          Q.     Okay. And so that's what's depicted in  
16    your hen steps or Xs?

17          A.     Yes. Correct. And the pictures I  
18    provided, these are actually where we marked it and  
19    took shots. So I don't know which exact pair this  
20    picture is, but this is representative of one pair of  
21    these Xs, if that's...

22          Q.     Okay. So you told Mr. Sowell earlier that  
23    you reviewed several affidavits that are contained in  
24    this notebook that's been marked Defendant's 6.

25          A.     Yes.

1 Q. And so from that review of those  
2 affidavits, are you -- did certain of these affiants  
3 make mention of placing gravel on this drive?

4 A. Yes. They were contained within the  
5 affidavits. I would have to, you know, review it to  
6 tell you which one exactly. There's numerous  
7 affidavits.

8 Q. Right. But some of those affiants did  
9 say --

10 A. Yes.

11 Q. -- that there was -- that they had placed  
12 gravel on the drive?

13 A. Correct.

14 Q. Okay. And so does the presence of gravel  
15 really have anything to do with whether somebody has  
16 used that portion of the property or not to access  
17 the boat ramp?

18 A. Yes. It would indicate that there was use  
19 of that.

20 Q. Right. But even if there weren't gravel,  
21 couldn't they still use that portion of the property  
22 to get to the boat ramp?

23 A. Yes, yes.

24 Q. So the presence of the gravel is just  
25 corroborating what they've said about the placement

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1 of the gravel on the drive?

2 MR. SOWELL: I object to the form of  
3 the question.

4 THE WITNESS: Yes.

5 BY MR. PARKER:

6 Q. Or let me say it this way: Does the fact  
7 that the gravel exists on the ground corroborate what  
8 these affiants have said about the gravel being  
9 placed on the drive?

10 A. Yes.

11 MR. PARKER: I think that's all I've  
12 got. Thank you.

13 FURTHER REEXAMINATION

14 BY MR. SOWELL:

15 Q. That gravel, whatever, and I know we just  
16 talked about the affidavits, it has clearly  
17 dissipated over time, has it not?

18 A. Yes. It is not as it was when it was put  
19 down.

20 Q. All right. And does it appear that it has  
21 been reestablished any time in the recent past?

22 A. As in fresh gravel?

23 Q. Yes.

24 A. No.

25 Q. So is there any evidence out there where

1 you put the chicken tracks that there's been any  
2 effort to maintain a gravel road there?

3 A. No. But I guess I would elaborate and say  
4 it's in good shape. I don't know that it really  
5 needs more. You could drive across and it wouldn't  
6 sink, so there's really no need to.

7 Q. I'm not arguing about that.

8 A. Okay. Just giving context. Sorry.

9 Q. But there is no evidence that there's been  
10 any effort to reestablish a gravel road there?

11 A. No. No new gravel has been added.

12 MR. SOWELL: Thank you.

13 (The witness, after having been  
14 advised of his right to read and sign this  
15 transcript, waives that right.)

16 (The deposition concluded at 11:05 a.m.)  
17  
18  
19  
20  
21  
22  
23  
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As further consideration for this Deed, the use of the property conveyed herein which is within the Project Boundary Lines shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project use as may from time to time be impacted by changes in governmental law, regulation and policy, and the Grantee, his heirs and assigns, shall take all reasonable precautions to ensure that the construction, operation and maintenance of any structures or facilities on the property will occur in a manner that will protect the current and prospective scenic, recreational and environmental values of the Project. Title to the property shall at all times be subject to the terms, conditions and restrictions set out in the FERC Project 516 Land Use and Shoreline Management Plan (the "Plan"), as the same may be amended or revised from time to time, and/or in accordance with the License issued by FERC, and to the FERC's "Order Approving Land Use and Shoreline Management Plan with Modifications and Amending Exhibit R" dated June 23, 2004, and "Order Clarifying and Modifying Order and Denying Rehearing" dated October 28, 2004, and successor FERC orders thereto. The Grantee, his heirs and assigns, agrees to abide by and comply with such FERC orders and the Plan to the extent the same affect the property conveyed herein, and to fully indemnify the Grantor, its successors and assigns, for all costs (including attorney and court fees) reasonably incurred to enforce the provisions of these covenants.

The Grantee acknowledges the Grantor, its successors and assigns, is and shall remain the fee simple owner of the area below the 360 foot contour elevation of Project 516 and within the 75 foot Vegetative Buffer Zone.

These covenants and restrictions shall run with and be binding on the property hereinabove conveyed. These covenants are for the sole benefit of the Grantor, its successors and assigns, recognizing the ecological integrity of the lake and immediate boundary, and shall not be enforceable by anyone other than Grantor, its successors and assigns.

This conveyance is also made subject to any and all existing reservations, easements, encroachments, restrictions, covenants, zoning, governmental regulations, land use regulations, rights-of-way, and other matters of record which may affect the property, or which may be evident upon visible inspection of the property and/or as shown on the plat referred to herein or on other plats of record.

The Grantee, in accepting the Deed to the property, agrees to comply with all of the above as affect or restrict the use of the property. The Grantee agrees to fully indemnify the Grantor, its successors and assigns, for all costs reasonably incurred by the Grantor, including any attorney and court fees to enforce these provisions.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto.

TO HAVE AND TO HOLD all and singular said property unto the Grantee, his heirs and assigns forever.

AND the Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the Grantee, his heirs and assigns, against itself and its successors and against every person whomsoever lawfully owning, holding, or claiming by, through, or under the Grantor, which claims are based upon matters occurring subsequent to the Grantor's acquisition of the said premises, or any part thereof, except as to the following: Any servitudes, easements, conditions, restrictions or other similar instruments of public record, including plats which may affect the property, and matters which may be revealed by an inspection of the property, including but not limited to licenses, rights-of-way, easements, public or private roads, railroad tracks, guy wires and utility lines; and, except as to all exceptions and reservations specified herein.

IN WITNESS WHEREOF the Grantor has caused this Deed to be executed on the date set forth below.

Signed, sealed and delivered in the presence of:

*Roger L...*  
*Wendy Quinn*

**Dominion Energy South Carolina, Inc.**

By: *P. Rodney Blevins*

Its: *President & CEO*

Date: *10/8/19*

REVIEWED BY LEGAL  
*10/7/19*  
*JB*

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

ACKNOWLEDGEMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that **Dominion Energy South Carolina, Inc.**, a South Carolina corporation, by *P. Rodney Blevins*, its *President & CEO*, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this *8th* day of *October*, 2019.

*Wendy Quinn* (L.S.)  
Notary Public for the State of South Carolina  
My Commission Expires: *10/26/26*





PENGAD 800-631-8888  
DEFENDANT'S EXHIBIT  
#3  
8-20-21 Alvarado  
1861



DEFENDANT'S EXHIBIT #4  
PENGAO 800-631-8889  
8/20/21 Abraham



DEFENDANT'S KTR  
EXHIBIT  
#5  
PENGAD 800-631-6688  
Abraham

DEFENDANT'S  
EXHIBIT  
H 6  
8-20-01 Abraham

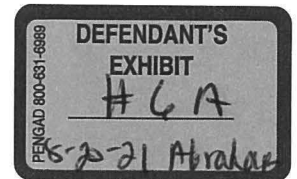
AFFIDAVITS PRODUCED IN  
GRAY/SCHUMPERT V. AMICK



PO Box 190  
1508 College Street  
Newberry, SC 29108  
P: 803.276.2532  
F: 803.276.8684  
[www.ppjlaw.com](http://www.ppjlaw.com)

Thomas H. Pope III  
W. Chad Jenkins  
Kyle B. Parker  
\_\_\_\_\_  
Joseph W. Hudgens  
*of counsel*  
Thomas H. Pope  
(1913-1999)

March 5, 2020



**HAND-DELIVERED**

Mr. Tad Abraham  
Abraham Land Surveying  
1323 Kendall Road  
Newberry, SC 29108

RE: *A. Murray Gray, Claude H. Schumpert, and Melissa B. Schumpert v. C. Ray Amick*  
Case No. 2019-CP-36-00245

Dear Tad:

Enclosed is a notebook with the affidavits produced in the case, along with the Summons and Complaint and a copy of the Order of the Court Granting Temporary Injunction to our clients, Murray Gray, Claude Schumpert, and Missy Schumpert.

It would be good if you would review these in the next few days. I would like to perhaps meet with you on Tuesday to discuss where the case is and also to go to the lake to look at the property on the ground for a few minutes.

Thanks for your assistance in the matter.

With kind regards.

Sincerely,

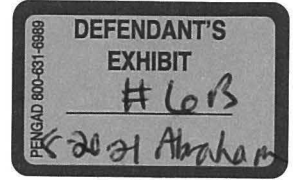
POPE PARKER JENKINS, P.A.

Thomas H. Pope III

THP III/ba  
Enclosure

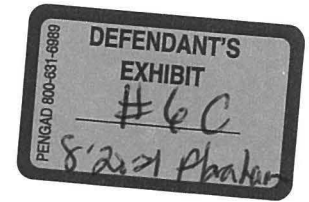
**DOCUMENTS REVIEWED BY TAD ABRAHAM  
SINCE LAST DEPOSITION TAKEN ON 1/28/2020**

**-Rice/Lions Club-**

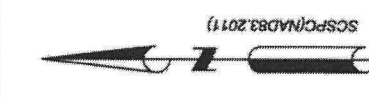
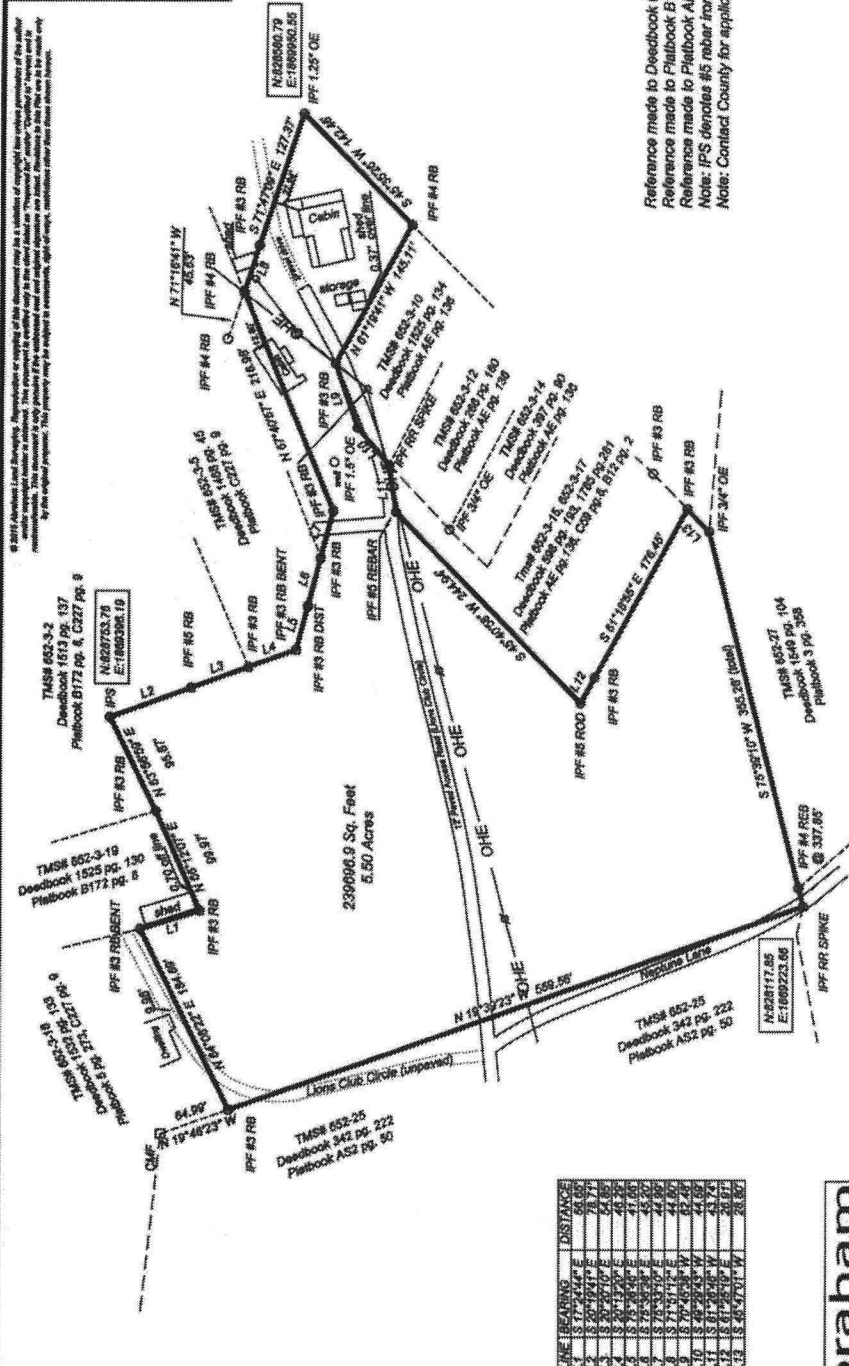
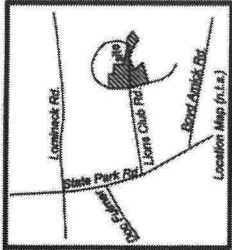


- Affidavit Notebook
  - Affidavit of Murray Gray
  - Affidavit of Lucia Schumpert Renwick
  - Affidavit of Young Schumpert
  - Affidavit of John Summer
  - Affidavit of Chris Jay
  - Affidavit of Ferd Summer
  - Affidavit of Julia B. McSwain
  - Affidavit of Julia Rebecca McSwain
  - Affidavit of Neel McSwain
  - Affidavit of Chuck Meadows
  - Affidavit of Claude Schumpert
  - Affidavit of Joe Rice
  - Affidavit of Barry Koon
  - Affidavit of Ray Amick
  - Affidavit of Doggett Whitaker
  - Affidavit of Cheryl A. Littlejohn
  - Supplemental Affidavit of Ray Amick
  - Affidavit of Missy Schumpert
  - Affidavit of Joe Rice
  - Affidavit of Thomas H. Pope III
- Summons & Complaint
- Order Granting Temporary Injunction dated 8/6/2019
- Video taken in 1992 (12 minutes – provided by Neel McSwain)
- Deed to Ray Amick in Oct 2019 from Dominion Energy (approximately .6 acre of fringeland which the Easement/Lions Club Rd runs through)
- Order Granting Temporary Injunction dated 8/6/2019
- Plaintiffs' Motion for a Rule 34 Inspection and Survey dated 9/30/2020
- Order of Judge Mark Hayes dated 12-18-20 granting motion and allowing the survey
- Deed to Cheryl Littlejohn from Chris Jay and Stewart Jay Layman in April 2018
- Photos and videos taken during survey
- Deposition Transcript of Tad Abraham (taken 1/28/2020)
- Plat prepared by Abraham Land Surveying dated 1/29/2021

**AFFIDAVITS INDEX**  
**-Gray/Schumpert v. Amick-**



1. Affidavit of Murray Gray
2. Affidavit of Lucia Schumpert Renwick
3. Affidavit of Young Schumpert
4. Affidavit of John Summer
5. Affidavit of Chris Jay
6. Affidavit of Ferd Summer
7. Affidavit of Julia B. McSwain
8. Affidavit of Julia Rebecca McSwain
9. Affidavit of Neel McSwain
10. Affidavit of Chuck Meadows
11. Affidavit of Ray Amick
12. Affidavit of Doggett Whitaker
13. Affidavit of Cheryl Littlejohn
14. Affidavit of Claude Schumpert
15. Affidavit of Joe Rice
16. Affidavit of Barry Koon
17. Affidavit of Missy Schumpert
18. Affidavit of Joe Rice
19. Affidavit of Thomas H. Pope III
20. Order Granting Temporary Injunction
21. Amended Summons and Complaint



LINE	BEARING	DISTANCE
1	S 75° 38' 10" W	305.28 (total)
2	S 81° 10' 25" E	178.45
3	S 75° 38' 10" W	305.28 (total)
4	S 75° 38' 10" W	305.28 (total)
5	S 75° 38' 10" W	305.28 (total)
6	S 75° 38' 10" W	305.28 (total)
7	S 75° 38' 10" W	305.28 (total)
8	S 75° 38' 10" W	305.28 (total)
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48	S 75° 38' 10" W	305.28 (total)
49	S 75° 38' 10" W	305.28 (total)
50	S 75° 38' 10" W	305.28 (total)

Reference made to Deedbook 610 pg. 87.  
 Reference made to Platbook B12 pg. 2.  
 Reference made to Platbook A92 pg. 109.  
 Note: IFS denotes \$5 rebar iron pin set.  
 Note: Contact County for applicable regulations.

**Boundary Survey & Plat Prepared for:**  
**Newberry Lions Club**  
 Property located on Lions club Rd., Approx. 9 miles southeast of  
 Prosperity, Newberry County, S.C.



**Abraham Land Surveying**  
 1323 Kendall Rd., Newberry S.C.  
 www.surveyssc.com 803.276.8719  
 Date: June 30, 2015  
 Scale: 1" = 100'



Thomas D. Abraham, S.C.S.L.S. 92728  
 Dwg. # 08415

DEFENDANT'S EXHIBIT # 7  
 PEGAD 800-631-6989  
 S. David Abraham

PLAINTIFF'S EXHIBIT  
 Abraham  
 PEGAD 800-631-6989

1 STATE OF SOUTH CAROLINA

2 COURT OF COMMON PLEAS

3 COUNTY OF NEWBERRY

4  
5 LISA SUMMER RICE AND JOSEPH F. RICE,  
6 Plaintiffs,

7 vs. CASE NO. 2018-CP-36-00089

8 NEWBERRY LIONS CLUB, C. RAY AMICK,  
9 AND CHERYL LITTLEJOHN,

Defendants.

10  
11 

---

A. MURRY GRAY, CLAUDE H. SCHUMPERT,  
12 AND MELISSA B. SCHUMPERT,

13 Plaintiffs,

14 vs. CASE NO. 2019-CP-36-00245

15 C. RAY AMICK, AND CHERYL LITTLEJOHN,

16 Defendants.

17 DEPOSITION OF: C. RAY AMICK  
18 DATE: September 2, 2021  
19 TIME: 11:13 A.M.  
20 LOCATION: Law Offices of  
21 Pope Parker Jenkins, P.A.  
1508 College Street  
Newberry, SC

22 TAKEN BY: Counsel for the Plaintiffs

23 REPORTED BY: Wanda K. Cecil  
24 Certified Court Reporter

25

**DIRECT EXAMINATION BY KYLE PARKER, ESQUIRE:**

C. Ray Amick

September 2, 2021

Rice, Lisa and Joseph v. Newberry Lions Club, et al

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C. RAY AMICK,  
being first duly sworn, testified as follows:  
EXAMINATION  
BY MR. PARKER:  
Q. Okay. Mr. Amick, my name is Kyle Parker. I represent the plaintiffs and I know this isn't your first rodeo in this case, so we'll just jump right in it. You've previously testified in probably a handful of depositions in these cases and other related cases. And I think specifically you testified in this case. In 2018, Mr. Pope --  
A. Who knows?  
Q. Yes.  
A. It's been so many.  
Q. So my only question about that is is, at those depositions, you told the truth and everything you said was accurate; right?  
A. As I saw it at the time, yes, sir.  
Q. Okay. So as you know, part of the issues in these cases relate to what I will refer to as the Point Property. And I think we had as Plaintiff's 1 in Ms. Littlejohn's deposition -- if I can get to it. That's an aerial photo of the property we're talking about; right?  
A. It appears to be, yes.

1 Q. Okay. And so I know there's an ongoing  
2 dispute about whether the property was properly sold  
3 to you or not, so put that aside though. That has  
4 nothing to do with this line of questioning. Okay?

5 So you purchased this property from the  
6 Lions Club; is that right?

7 A. I did.

8 Q. And when you purchased it, were you  
9 represented by an attorney?

10 A. Gosh, it's been so long ago, I forgot.  
11 Sam Price, I guess.

12 MS. AMICK: No.

13 BY MR. PARKER:

14 Q. Would the name Lisa Smith ring a bell to  
15 you?

16 A. Yeah. That's right. That's right. She  
17 did.

18 Q. Okay.

19 A. I had forgotten about that.

20 Q. So Ms. Smith was your attorney at the  
21 closing --

22 A. That's right.

23 Q. -- of the purchase of the property?

24 A. That's right. Out at Chapin.

25 Q. All right. So now, did you ask -- as a

1 part of the closing where you were purchasing this  
2 Point Property, did you ask Ms. Smith to get you a  
3 title insurance policy?

4 A. I did.

5 (EXHIBIT 1, Schedule B, Exceptions From  
6 Coverage, Bates Stamped Lisa Smith  
7 Closing File\_0076, was marked for  
8 identification.)

9 BY MR. PARKER:

10 Q. Okay. All right. So I'm going to show  
11 you what has been marked as Plaintiff's 1 for the  
12 purposes of your deposition. Okay. So you'll see  
13 on Plaintiff's 1, there's a highlighted paragraph.  
14 And I'll represent to you that this is Schedule B  
15 from your title insurance policy that we received  
16 from Lisa Smith. Okay?

17 A. Okay.

18 Q. You see down at the bottom right-hand  
19 corner there's what we call a Bates stamp. It says  
20 Lisa Smith Closing File 0076.

21 A. Okay.

22 Q. Okay. So this is Schedule B of your  
23 title insurance policy for the Point Property  
24 entitled exceptions from coverage. Do you  
25 understand what exceptions from coverage means?

1 A. I understand what it says it means, yes.

2 Q. So these are the things then, and  
3 correct me if I'm wrong, that your title insurance  
4 company will not cover you for; is that right?

5 A. I assume so, yes.

6 Q. Okay. So the highlighted portion there,  
7 would you read that for me?

8 A. Rights of others to use and/or maintain  
9 the private road designated as Lions Club Road,  
10 Lions Club Circle and Neptune Lane, all of which  
11 abut, transverse or encroach upon the insured  
12 premises without a recorded road maintenance  
13 agreement.

14 Q. Okay. So did Ms. Smith talk to you  
15 about what your title insurance policy was going to  
16 cover you for and what it would not?

17 A. Well, I thought it would cover the whole  
18 nine yards.

19 Q. I understand. So I'm not asking you to  
20 tell me what she said. I'm just asking you to tell  
21 me if she talked to you about what your title  
22 insurance policy would cover or would not cover?

23 A. I don't remember her -- her doing that.

24 Q. Okay. So have you ever read this  
25 Schedule B from your title insurance policy that Ms.

1 Smith wrote for you?

2 A. Yeah. I have read this, yes.

3 Q. Did you read it around about the time  
4 that you brought the property?

5 A. I did.

6 Q. Okay. And so the highlighted portion  
7 there, Paragraph 7, correct me if I'm wrong, that's  
8 telling you that the title insurance policy would  
9 not cover you for issues related to the rights of  
10 others to use and/or maintain Lions Club Road, along  
11 with Lions Club Circle and Neptune Lane? But we're  
12 talking about Lions Club Road. So that's telling  
13 you that they wouldn't have covered you for the  
14 right of others to use or maintain Lions Club Road?

15 A. Okay.

16 Q. No. I'm asking you. Is that what  
17 that's saying?

18 A. Yeah.

19 Q. Okay. And so at the time you bought the  
20 property, when you read this, you understood that  
21 there was an issue about perhaps there were rights  
22 of others to use and/or maintain Lions Club Road?

23 MR. SOWELL: I object to the form of the  
24 question.

25 BY MR. PARKER:

1 Q. Did you understand what Schedule B --  
2 Paragraph 7 of Schedule B, did you understand what  
3 that meant?

4 A. Well, let's -- let's determine what  
5 Lions Club Road was.

6 Q. Okay. Well, answer --

7 A. Or is.

8 Q. Okay. Well, let's answer my question  
9 first. Did you understand what Paragraph 7 was  
10 telling you?

11 A. For Lions Club Road.

12 Q. Okay. And did that tell you that there  
13 may be rights of others to use or maintain Lions  
14 Club Road?

15 A. When I grew up, Lions Club Road -- as  
16 far as we were concerned, the property owners  
17 stopped at the gate.

18 Q. Yes. I understand. But I mean,  
19 honestly, I'm not trying to trick you or anything.  
20 You told me that you read the policy at the time you  
21 got the property. And so my question is, did Number  
22 7 enlighten you that there may be rights of others,  
23 in other words, not you, somebody else, to use  
24 and/or maintain Lions Club Road?

25 A. Right.

1 Q. Okay. All right. So then let's see.  
2 Since the time that you purchased the Point  
3 Property, you purchased some fringe lands from  
4 Dominion Energy; right?

5 A. I did.

6 (EXHIBIT 3, Deed of Real Property, was  
7 marked for identification.)

8 BY MR. PARKER:

9 Q. And I'm going to go a little bit out of  
10 order. I'm going to show you what is Plaintiff's 3.  
11 And once you've had a chance to look at it, just  
12 tell me what it is.

13 A. (Complying.) Okay. I think I  
14 understand it.

15 Q. Okay. Can you tell me what Plaintiff's  
16 3 is?

17 A. What what is?

18 Q. The document that you're holding in your  
19 hand, Plaintiff's 3, what is it?

20 A. Okay. It's just saying that I bought  
21 the fringe land and it's mine, so to speak, free and  
22 clear.

23 Q. So it's a deed from Dominion Energy to  
24 you of some fringe lands out at what we have been  
25 calling the Point Property --

1 A. Okay.

2 Q. -- is that right?

3 A. That's right.

4 Q. Okay. All right. So what's the date on  
5 that document?

6 MR. POPE: You want the file date?

7 MR. PARKER: Either one.

8 THE WITNESS: All right. The very top  
9 one? The date at the very top?

10 MR. PARKER: Sure.

11 THE WITNESS: July the 2nd, 2020.

12 BY MR. PARKER:

13 Q. All right. So turn to the second page.  
14 Or, excuse me, maybe the third page. And you'll see  
15 there there's the signature of the president of  
16 Dominion Energy South Carolina; right?

17 A. Right.

18 Q. Okay. Do you see a date that the  
19 president signed this deed?

20 A. 10/8/19.

21 Q. Is that the date that you bought the  
22 fringe lands from Dominion Energy?

23 A. As well as I know. I don't remember the  
24 exact date.

25 Q. Well, that's certainly the date they

1           A.    Well, I did go down there when he  
2           invited me down.

3           Q.    All right.  So let's see.

4           A.    Or Mr. Robinson invited me down.  I did  
5           work for those people down there sometimes.

6           Q.    Okay.  But based on, you know, your  
7           visits down there when you were invited after 1970,  
8           you had some -- I take it from what you're telling  
9           me, that you had some knowledge from what you  
10          observed and what people were telling you was  
11          happening down there.  But you're not denying that  
12          people were using the road to get down to the boat  
13          ramp or the beach area, are you?

14          MR. SOWELL:  I object to the form of the  
15          question.

16          THE WITNESS:  I'm not saying they did.  
17          I'm not saying they didn't.

18          BY MR. PARKER:

19          Q.    Okay.  Good.  So let's see.

20          A.    Because when I didn't go down there, I  
21          didn't know.

22          Q.    Thank you.  All right.  So I'm going to  
23          show you what was labeled as Plaintiff's 8 in the  
24          deposition of Ms. Littlejohn.  And when you have a  
25          chance to look at it, just let me know.

1 A. (Complying.) Okay. I see it.

2 Q. All right. Have you seen this before?

3 A. Have I seen this before?

4 Q. Yes, sir.

5 A. No.

6 Q. Okay. So I'll represent to you then  
7 that this is a copy of a plat of survey that Mr. Tad  
8 Abraham did earlier this year as a result of a court  
9 order in this case. And so the larger red area that  
10 you see to the right of the property that comes to  
11 point there in the middle of the page, does that  
12 appear to be an accurate depiction of the fringe  
13 lands that you purchased from Dominion in October of  
14 2019?

15 A. Well, I can't really tell because I --  
16 the plat of the Lions Club when they bought the  
17 property with all the lots and everything on there,  
18 I'm not sure whether this agrees with that or not.  
19 It agrees with it to some extent, yes.

20 Q. Right. So I'll also represent to you  
21 that the purpose of this survey was to depict the  
22 fringe lands that you purchased from Dominion Energy  
23 in relation to the Point Property.

24 A. Okay.

25 Q. So now, on Plaintiff's 8 from Ms.

1 Littlejohn's deposition, there is an X that she made  
2 where she indicated where she believed the boat ramp  
3 to be. Where do you say the boat ramp is?

4 A. I don't really know by this map. I  
5 mean, by this plat.

6 Q. Okay.

7 A. If -- if this road is correct, then it's  
8 down somewhere around the 360 mark, if the road is  
9 correct.

10 Q. Okay. Assuming that it is correct, do  
11 me a favor and just put your own X or star --

12 A. I'm not going to assume that this road  
13 is correct.

14 Q. I know. I'm saying, assuming that it is  
15 correct.

16 A. I'm not going to assume that it is  
17 correct.

18 Q. Okay. Well, other than the road, where  
19 would you say the boat ramp is in relation to the  
20 fringe lands that you bought?

21 A. Rephrase that again now.

22 Q. Forget about where the road is --

23 A. Okay.

24 Q. -- on that survey. Place a star where  
25 you think the boat ramp is in relation to the fringe

1 A. Okay.

2 Q. So --

3 A. Now, where is the 360 mark?

4 Q. Listen, I'm not asking you for an exact  
5 location.

6 A. I have no idea by this map. I can't  
7 tell you.

8 Q. Okay.

9 A. I have drawn plats and worked on  
10 property and one thing and another all my life and  
11 until you get me just a little something more exact,  
12 I cannot tell you where it's at.

13 Q. Sure. All right. Well, let's just get  
14 to it generally then.

15 What do you need?

16 MR. POPE: Just looking at this.

17 BY MR. PARKER:

18 Q. Is it true or not that the boat ramp  
19 lies to the right or as indicated on this survey to  
20 the west of the fringe lands that you purchased from  
21 Dominion Energy at the shores of Lake Murray?

22 A. Okay. This being north? (Indicating.)

23 Q. Yes, sir.

24 A. Then west would be down in here  
25 somewhere. This being north, northwest, wherever.

1 (Indicating.)

2 Q. Oh, I'm sorry. You're right. I meant  
3 east. I'm sorry. You're absolutely right. East of  
4 the fringe lands that you purchased?

5 A. East of the fringe land --

6 Q. Yes.

7 A. -- that I purchased?

8 Q. Yes.

9 A. This again being north, east would be  
10 down in here somewhere. (Indicating.)

11 Q. Okay. I want you to look at the red  
12 area, which we've established is the fringe lands  
13 that you purchased from Dominion Energy.

14 A. Okay.

15 Q. Take the center point of that. Okay?  
16 And then go directly east until you get to Lake  
17 Murray. All right?

18 A. All right.

19 Q. So --

20 A. All right. The center point of this.  
21 Would you say where you got this red circle is the  
22 center point?

23 Q. Mr. Amick, I'm not trying to argue with  
24 you. You know --

25 A. I'm not trying to argue with you either.

1 Q. Do you know east and west? And I  
2 know --

3 A. I do --

4 Q. -- I confused you.

5 A. -- know east and west and I know north  
6 and south.

7 Q. I know I confused you. Okay? So east  
8 would mean to the right.

9 A. Right.

10 Q. Okay. So looking at where these fringe  
11 lands that you purchased from Dominion Energy, that  
12 we established that that is depicted in the red  
13 there.

14 A. Okay.

15 Q. The boat ramp lies to the east of those  
16 lands, does it not?

17 A. Okay. Then to the east -- to the east  
18 of this -- that being north. (Indicating.)

19 Q. Well, tell me -- in relation to those  
20 fringe lands there, where is the boat ramp  
21 directionally? Is it east, west, north, south?  
22 Where is it?

23 A. I don't know.

24 Q. You don't know? You just told me a  
25 minute ago that you look at plats all the time.

1 beyond, in that east, northeast direction, the  
2 fringe lands that are depicted here?

3 A. Says that again now.

4 Q. The boat ramp lies somewhere outside of  
5 the boundaries of that red property that's  
6 depicted --

7 A. Yes, it does.

8 Q. -- here? Okay. So if you were going to  
9 go from Lions Club Road, past the cabin that's  
10 depicted there to the boat ramp, you would  
11 necessarily have to go through those fringe lands;  
12 is that right?

13 A. You would.

14 Q. Okay. All right. So now, Mr. Abraham  
15 has -- I don't know that he intended it to be 100  
16 percent accurate, but he has a depiction of a beach  
17 area. You see that?

18 A. I don't see any beach area on this.

19 Q. It's a square here that has a notation,  
20 says beach area.

21 A. Okay.

22 Q. You see that?

23 A. Yeah, I see that.

24 Q. Is that the approximate location of  
25 where what has been referred to by the plaintiffs as

1 the beach area is?  
2 A. Not even close.  
3 Q. It's not? Okay. Well, where would it  
4 be?  
5 A. Can I write on this on?  
6 Q. As long as you tell me what you're  
7 doing, yes.  
8 A. Okay. Straight out from the house.  
9 Q. Okay.  
10 A. Straight out to house, when you get to  
11 the 360 mark --  
12 Q. Uh-huh.  
13 A. -- it's in that area. (Indicating.)  
14 Q. Okay. Good. So you've made a line out  
15 from the cabin that's depicted on Plaintiff's 8.  
16 A. More or less straight.  
17 Q. Yes. Out to --  
18 A. Out to the 360 mark.  
19 Q. Right. And you've made a small curve to  
20 depict the 360 mark and a square to depict the beach  
21 area; right?  
22 A. More or less.  
23 Q. Okay. Good. Do me a favor so that we  
24 can differentiate between what Ms. Littlejohn wrote  
25 on that exhibit and what you did. How about just

1 put your initials beside the little square where  
2 you're saying the beach area is?

3 A. (Complying.)

4 Q. Okay. Good. So just like with the boat  
5 ramp, if you're going to go down Lions Club Road as  
6 it goes past the cabin there to get to the beach  
7 area, you necessarily have to go through these  
8 fringe lands that you purchased from Dominion?

9 MR. SOWELL: I object to the form of the  
10 question.

11 BY MR. PARKER:

12 Q. Do you not?

13 A. Say that again.

14 Q. If one were to be going to this beach  
15 area that you've just shown on Plaintiff's 8 from  
16 Ms. Littlejohn's deposition -- someone is going to  
17 that beach area from using Lions Club Road, would  
18 you not have to go through these fringe lands to get  
19 there?

20 MR. SOWELL: I object to the form of the  
21 question.

22 THE WITNESS: Yeah, you would have to go  
23 through the fringe land to get to the beach area  
24 unless you're on somebody else's property.

25 BY MR. PARKER:

1 Q. Yes. Okay. All right. So now, Mr.  
2 Abraham has depicted on this survey what he's  
3 labeled as a gravel drive. You see that?

4 A. Right there? (Indicating.) Yeah, I see  
5 it.

6 Q. You see that? Okay. Does that appear  
7 to be an accurate depiction of where the gravel  
8 drive is?

9 A. Well, if you go down there and look at  
10 it, tell me where it's at because I can't see it  
11 when I go down there.

12 Q. Okay. So --

13 A. If that's his description of it, I can't  
14 say that it is and I can't say that it's not.

15 Q. Okay. Now, is there -- do you have any  
16 evidence that would tend to show that anything about  
17 this survey is wrong?

18 A. If you go down there and you look at it,  
19 you can't see the gravel driveway.

20 Q. Okay.

21 A. So I don't know that it's right.

22 Q. Okay.

23 A. I don't see -- I don't know. There's no  
24 gravel driveway down there.

25 Q. Do you have any evidence from a surveyor

1 BY MR. PARKER:

2 Q. Okay. Now let me see. All right. So  
3 I'm going to give you what's been labeled  
4 Plaintiff's 2 for purposes of your deposition. Take  
5 a look at that. And when you've had a chance to do  
6 that, just tell me if you've seen it before.

7 MR. SOWELL: You have another copy of  
8 that?

9 MR. PARKER: Oh, yes. I'm sorry.

10 MR. POPE: What's the number?

11 MR. PARKER: Two.

12 THE WITNESS: (Reviewing.) Whose  
13 initials are these?

14 BY MR. PARKER:

15 Q. I will represent to you that those are  
16 the initials of Judge Donald Hocker.

17 A. (Reviewing.) Okay. I'm going to go to  
18 the restroom.

19 MR. PARKER: I guess we're going to take  
20 a break.

21 (A recess transpired.)

22 BY MR. PARKER:

23 Q. All right. So Mr. Amick, you've now had  
24 a chance to look at what's been marked Plaintiff's  
25 2?

1 A. (Nodding head.)

2 Q. You agree with me that's an order of the  
3 court in this case granting a temporary injunction;  
4 right?

5 A. I do.

6 Q. Okay. And you understand that this is  
7 an order that allows the plaintiffs there to use  
8 Lions Club Road and then to make -- at the time,  
9 make access to the fringe lands and beyond to the  
10 boat ramp and the beach area?

11 MR. SOWELL: I'm not going to let him  
12 answer any questions about this order. I'm going to  
13 instruct him not to and for this reason. When this  
14 order was entered, Littlejohn, Cheryl, also known as  
15 L.J., was not a party to this litigation, neither  
16 was Dominion Energy a party to this litigation,  
17 neither were the fringe lands a part and parcel of  
18 this litigation. And, therefore, I will instruct  
19 him not to answer any questions about this order  
20 granting a temporary injunction.

21 MR. PARKER: Well, now, if my question  
22 is has he seen it?

23 MR. SOWELL: That's okay.

24 MR. PARKER: Okay.

25 MR. SOWELL: But I'm not going to let

1 him answer any questions about how to interpret it  
2 and all that stuff, because I don't think it's  
3 appropriate and I don't think it applies to the  
4 fringe lands anyway.

5 BY MR. PARKER:

6 Q. Okay. All right. So have you seen this  
7 order?

8 A. Yeah.

9 Q. Now, have you seen the complaint in this  
10 proceeding? You don't have it. I'm asking have you  
11 seen the initial suit papers for this proceeding?

12 A. I don't know that I have.

13 Q. Okay. Well, let me ask you this.

14 A. Is this them?

15 Q. No.

16 A. Okay.

17 Q. I'm telling you, you don't have the  
18 complaint.

19 A. Okay.

20 Q. All right. So what's the date of that  
21 order? It'll be printed on the side here.  
22 (Indicating.) Am I right to say that it's August 6,  
23 2019?

24 A. Right.

25 Q. Okay. And obviously, August 6, 2019 is

1 before October of 2019, is it not?

2 A. By my calendar.

3 Q. Yes, sir. All right. Now, the  
4 plaintiffs in this case have asserted a right to go  
5 across Lions Club Road, over the fringe lands, to  
6 the boat ramp and the beach area as you have shown  
7 it on Plaintiff's 8 from Ms. Littlejohn's  
8 deposition. You understand that; right?

9 A. Say that again.

10 Q. That the plaintiffs have asserted a  
11 right to go across Lions Club Road, across the  
12 fringe lands that you acquired from Dominion, to the  
13 boat ramp and the beach area that you have shown on  
14 Plaintiff's 8 there. You understand that; right?

15 A. All right. Say that again. I've got --  
16 I've got my mind on something else.

17 Q. Oh, I'm sorry.

18 A. Go ahead.

19 Q. We'll focus in on this survey,  
20 Plaintiff's 8. So you understand that the  
21 plaintiffs have, before the date of this order of  
22 Judge Hocker, which is Plaintiff's 2, asserted a  
23 right to go across this drive as depicted on this  
24 survey, which goes over the Point Property, which is  
25 the black outlines, and then over the fringe lands,

1 which are the red outlines, to the beach area and  
2 the boat ramp which lie outside of that? You  
3 understand that; right?

4 A. Well, the -- if this is the boat ramp  
5 down here, it doesn't go to the beach area. This  
6 road does not go to the beach area.

7 Q. I'm not suggesting it does. All I'm  
8 saying is they have asserted that they have a right  
9 to go across the Point Property and the fringe lands  
10 that you acquired; right?

11 A. To the boat ramp.

12 Q. Right. So you understand that that's  
13 what they've asserted and they've asserted that  
14 since June of 2019?

15 A. Okay. Whatever the date is; but just to  
16 the boat ramp, not to -- not to this part that I'm  
17 aware of.

18 Q. But the point is, you understood that  
19 their claim was to be able to cross over these  
20 fringe lands to get to the boat ramp?

21 A. Right.

22 Q. Okay. And you knew that whenever you  
23 purchased the property from Dominion in October of  
24 2019?

25 MR. SOWELL: I object to the form of the

1                   Each time there has been an amendment of  
2 a complaint in this proceeding, has your lawyer sent  
3 you a copy of it?

4                   A.     As far as I know.

5                   Q.     Okay. Have you looked at them?

6                   A.     I surely didn't throw them in the trash  
7 can.

8                   Q.     Okay. So if I say then that the  
9 plaintiffs in this case amended their complaint to  
10 assert expressly that they had a right to go over  
11 these fringe lands in June of 2019, you would have  
12 seen that, would you not?

13                  A.     I would have.

14                  Q.     Okay. So therefore you knew that they  
15 were saying --

16                  MR. SOWELL: I object to the form of the  
17 question.

18                  MR. PARKER: Okay.

19                  Q.     So you knew --

20                  MR. SOWELL: This complaint was just  
21 amended yesterday to talk about the fringe lands.

22                  MR. PARKER: No, sir. It was amended to  
23 add the survey. You can look back at the  
24 amendments. I assure you that we have talked  
25 about -- and Mr. Amick has already told us that you

1 have to go through these fringe lands to get to the  
2 boat ramp. Okay?

3 MR. SOWELL: Well, all I'm saying --

4 MR. PARKER: Y'all don't argue. Just  
5 let him go on with the question.

6 MR. SOWELL: All I'm saying, Kyle, is  
7 that -- and I might be wrong because I have a -- as  
8 I've said before, I have a high regard for your  
9 opinion, whatever you're saying. I don't remember  
10 that the fringe lands were implicated in this  
11 lawsuit officially until yesterday when I accepted  
12 the service of the fifth amended complaint in the  
13 Joe Rice case.

14 MR. PARKER: Okay. I'd just ask you to  
15 look back at the prior --

16 MR. SOWELL: I know you do and I will.

17 BY MR. PARKER:

18 Q. So how about this question, Mr. Amick?  
19 When Judge Hocker entered this order, which is  
20 Plaintiff's 2, in August of 2019, did your lawyer  
21 give you a copy of that?

22 A. I'm sure he did, yeah.

23 Q. Okay. You had a copy of Judge Hocker's  
24 order from 2019 --

25 A. Still got it.

1 Q. -- August of 2019 before you purchased  
2 the property from Dominion?

3 A. I don't know if it was before I  
4 purchased it or not, but I got those.

5 Q. Okay. But you purchased it some two  
6 months later?

7 A. Whatever the dates are.

8 Q. Okay. All right. All right. So from  
9 the outset of this lawsuit, the claims of the  
10 plaintiffs about an easement, you understand those  
11 have been claims about using the road to get to the  
12 boat ramp; is that right?

13 A. I understand that that are their claims,  
14 but they -- they were asked not to use it before  
15 then.

16 Q. Listen, I understand that you dispute  
17 those claims. I was just asking if you --

18 A. No dispute about it. It was there.

19 Q. Right. What I'm saying is is that I  
20 understand that you don't agree with their claims.

21 A. It's --

22 Q. What I'm saying is you knew about what  
23 the claims were.

24 A. Well, they knew about not being able to  
25 use it.

1 Q. I understand, but I need you to answer  
2 my question though. You understood that that was --  
3 that their claims were that they got to use the road  
4 to go across the fringe lands to the boat ramp?

5 A. Before I bought the property.

6 Q. Before you bought what property?

7 A. You tell me.

8 Q. Before you bought the fringe lands, you  
9 knew that; right?

10 A. I knew that --

11 MR. SOWELL: I object to the form of the  
12 question.

13 THE WITNESS: I knew that they had the  
14 right to go across my land, not across the fringe  
15 lands.

16 MR. PARKER: Okay.

17 THE WITNESS: On the deed to the fringe  
18 land, it says nothing about them having the right to  
19 go across.

20 BY MR. PARKER:

21 Q. All right. All right. So I think we're  
22 getting lost in -- maybe it's semantics, I don't  
23 know. But when I say that they are making claims,  
24 I'm not saying that they have the right. I'm just  
25 saying that they are saying that they have the

1 right. Okay? So you knew when you purchased the  
2 property from Dominion that the plaintiff's were  
3 claiming a right to go across these fringe lands to  
4 get to the boat ramp, did you not?

5 MR. SOWELL: I object to the form of the  
6 question.

7 THE WITNESS: I have to answer?

8 MR. SOWELL: Yes, you can answer it.

9 THE WITNESS: Okay. To go across my  
10 land at that time, before I bought the fringe land.

11 BY MR. PARKER:

12 Q. So they weren't claiming that they got  
13 to go over the fringe lands?

14 A. They were claiming they had the right to  
15 go across my land.

16 Q. How were they going to get to the boat  
17 ramp?

18 A. Who knows? Maybe they were going to get  
19 a helicopter to carry them over there.

20 Q. Okay. All right.

21 A. It's not funny. It's not funny.

22 Q. Okay. In any event -- all right. Did  
23 you read the -- when you get these things that get  
24 filed in this case from your lawyer, do you read  
25 them?

1 A. I don't throw them in the trash can.

2 Q. I know, but I'm asking you if you read  
3 them?

4 A. Yes, I read them.

5 Q. Okay. So then, when you got an amended  
6 complaint in June of 2019, you would have read it?

7 A. I would have.

8 MR. PARKER: Okay. Let's take a break  
9 for a second.

10 (A recess transpired.)

11 BY MR. PARKER:

12 Q. All right. So Mr. Amick, I'm going to  
13 give you a copy of the complaint in this matter that  
14 was filed May 22nd of 2019. And if you would just  
15 look at, first, Paragraph 10 there down at the  
16 bottom of -- I believe that's Page 3. And read that  
17 paragraph for me. You don't have to read it out  
18 loud, just read it.

19 A. (Complying.) Okay.

20 Q. All right. Let me hold it again.

21 A. (Complying.)

22 Q. All right. So then from Paragraph 10 of  
23 the complaint, the initial complaint here, the  
24 plaintiffs there were saying that, for 85 years,  
25 they've used what we've been talking about as a

1 gravel drive, Lions Club Road to access the fringe  
2 lands owned by SCE&G. And then in Paragraph 11,  
3 there a highlighted portion there. If you would,  
4 just read that. Again, you don't have to read it  
5 out loud.

6 A. (Complying.) Okay.

7 Q. All right. So from Paragraph 10 and  
8 Paragraph 11 of that initial complaint, it's clear  
9 that the plaintiffs were alleging that they had the  
10 right to go across the fringe lands to reach the  
11 boat ramp and the beach area; right?

12 MR. SOWELL: Let me see that real quick.

13 MR. PARKER: Sure.

14 MR. SOWELL: Let me just see Paragraph  
15 11.

16 MR. PARKER: Look at 10, too, on the  
17 page before that.

18 MR. SOWELL: (Reviewing.) I object to  
19 the form of the question.

20 BY MR. PARKER:

21 Q. Okay. I think it's the next page.

22 A. (Complying.)

23 Q. And, obviously, you've seen this  
24 complaint before; right?

25 A. Uh-huh.

1 Q. Okay.

2 A. I have.

3 Q. All right. So from Paragraphs 10 and 11  
4 that you just read, it's clear the plaintiffs were  
5 alleging the right to go across the SCE&G, at the  
6 time, fringe lands to access the boat ramp and the  
7 beach area?

8 A. They were members of the Lions Club.

9 Q. Okay. But that's what -- I mean, what  
10 I'm saying is that's what this says, does it not?

11 A. Does it say that they were members of  
12 the Lions Club?

13 Q. So I think maybe we're getting lost in  
14 something here. My question is that the plaintiffs  
15 claim it. I'm not saying that you have to agree to  
16 it. I'm just saying that, from the complaint that  
17 the plaintiffs filed May 22, 2019, Paragraphs 10 and  
18 11, it's clear that they were alleging the right --  
19 alleging meaning just claiming it -- alleging the  
20 right to cross over the fringe lands to get to the  
21 boat ramp and the beach area?

22 MR. SOWELL: I object to the form of the  
23 question.

24 THE WITNESS: Okay. Right now,  
25 September the 2nd, 2021, don't say that they had

1 that right. They were not members.

2 BY MR. PARKER:

3 Q. Okay. You're answering a question I  
4 didn't ask. Okay. The question I'm asking is, from  
5 those two paragraphs in this complaint filed May  
6 2019, is it not clear that the plaintiffs have  
7 claimed, since the inception of this lawsuit, the  
8 right to go across the fringe lands to get to the  
9 boat ramp and the --

10 A. Okay. They have claimed that.

11 Q. Thank you.

12 A. They have claimed it.

13 Q. Yes. Right. Okay. I think that's --  
14 oh, so last couple of things. Now, you understand  
15 from this complaint and those affidavits I mentioned  
16 to you earlier that the plaintiffs claim that they  
17 have maintained the road on the Point Property  
18 anyways over the years? You understand that they've  
19 made that claim; right?

20 A. They have made that claim.

21 Q. Yes, sir.

22 A. Not necessarily so, but they've made  
23 that claim.

24 Q. All right. So do you have any evidence  
25 to refute that?

1 Q. All right. Do you have any evidence  
2 that what the plaintiffs are saying about their use  
3 of the road to get to the boat ramp and the beach  
4 area, do you have any evidence to refute that?

5 A. Other than the fact that boat trailers  
6 has been pulled up under the light line, so they  
7 would have to go up there to get them.

8 Q. So that's the extent of your evidence  
9 that would refute what the plaintiffs have to say  
10 about their use of the road?

11 A. And that's been for the last 20 years.

12 Q. Okay. Answer my question. Is that the  
13 extent of the evidence you have to refute what the  
14 plaintiffs say about their use of Lions Club Road?

15 A. We have a -- we have a sign that was  
16 placed right in front of Thad McCrackin's house or  
17 trailer or whatever you want to call it.

18 Q. Yes.

19 A. Said Lions Club members only. And it  
20 was there for 16, 18 years.

21 Q. I understand.

22 A. And we still have that sign. We moved  
23 it when Thad moved his trailer in down there because  
24 we had to cut the pine tree.

25 Q. Okay. So apart from that sign, do you

1 STATE OF SOUTH CAROLINA

2 COURT OF COMMON PLEAS

3 COUNTY OF NEWBERRY

4  
5 LISA SUMMER RICE AND JOSEPH F. RICE,  
6 Plaintiffs,

7 vs. CASE NO. 2018-CP-36-00089

8 NEWBERRY LIONS CLUB, C. RAY AMICK,  
9 AND CHERYL LITTLEJOHN,

Defendants.

10  
11 A. MURRY GRAY, CLAUDE H. SCHUMPERT,  
12 AND MELISSA B. SCHUMPERT,

Plaintiffs,

13 vs. CASE NO. 2019-CP-36-00245

14 C. RAY AMICK, AND CHERYL LITTLEJOHN,

15 Defendants.

16 DEPOSITION OF: CHERYL LITTLEJOHN

17 DATE: September 2, 2021

18 TIME: 9:42 A.M.

19 LOCATION: Law Offices of  
20 Pope Parker Jenkins, P.A.  
21 1508 College Street  
22 Newberry, SC

23 TAKEN BY: Counsel for the Plaintiffs

24 REPORTED BY: Wanda K. Cecil  
25 Certified Court Reporter

**DIRECT EXAMINATION BY KYLE PARKER, ESQUIRE:**

Cheryl Littlejohn  
Rice, Lisa and Joseph v. Newberry Lions Club, et al

September 2, 2021

Page 3

1                    CHERYL LITTLEJOHN,  
2            being first duly sworn, testified as follows:

3                    EXAMINATION

4            BY MR. PARKER:

5                    Q.    Ms. Littlejohn, we just had our own  
6            little introductions and found out that the world is  
7            in fact small and so I am Kyle Parker. I represent  
8            the plaintiffs in these cases. And so I don't know  
9            if you've ever had a deposition taken or not; but if  
10           you have or haven't, I just want you to know a few  
11           things. First of all, most importantly, if you ever  
12           need a break -- I don't think you're going to need  
13           one; but if you need one, just let us know, we'll  
14           happy to do that.

15                    A.    Okay.

16                    Q.    And if I ask you a question and you  
17           don't understand it because I don't speak clearly or  
18           loud enough for you to hear, just tell me to restate  
19           it or, if I ask you a question and it makes no  
20           sense, just tell me to restate it.

21                    A.    Okay.

22                    Q.    If we do take a break, the rules are you  
23           can't speak with your lawyers about your testimony.  
24           You can talk about whatever else, but not your  
25           testimony. But, again, I don't know that we're

1 going to need a break, because the point of today is  
2 just to get for my clients your position in this  
3 case. It's nothing more, nothing less, so there's  
4 no reason to be uptight about anything. As long as  
5 you're forthright with me, this is going to go by  
6 pretty quick.

7 A. Well, you ought to know that.

8 Q. Yes, ma'am. All right. So Ms.  
9 Littlejohn, what is your address?

10 A. 454 Lions Club Road.

11 Q. Okay. And you recognize that this  
12 deposition is being taken in a couple of cases where  
13 there are allegations made and assertions made by  
14 the plaintiffs as to certain rights to Lions Club  
15 Road? You understand that?

16 A. Well now, Lions Club Road and my  
17 driveway are two different things.

18 Q. I understand; but what I'm asking you is  
19 that you understand that the plaintiffs in these  
20 cases are asserting rights to Lions Club Road, if  
21 you want to call it your driveway, whatever you want  
22 to call it? They're asserting --

23 A. Well, it is my driveway. It's my  
24 property.

25 Q. I understand; but you understand that

1 to be able to use my driveway any time they want to.

2 Q. Okay. Good. So then that answers my  
3 question.

4 (EXHIBIT 1, Newberry County GIS, Aerial  
5 Photograph, Lots With Names, was marked  
6 for identification.)

7 BY MR. PARKER:

8 Q. Okay. And so I'm going to show you  
9 something which has been labeled as Plaintiff's 1.  
10 And for purposes of today, the property that we're  
11 talking about where this Lions Club Road is, I'm  
12 going to refer to that as the Point Property. Is  
13 that okay?

14 A. You mean this property right here beside  
15 me?

16 Q. I mean, all of the property that you see  
17 within those lines there on Plaintiff's 1.

18 A. I'm not sure I understand what you're  
19 saying. You saying all this is the Point?

20 Q. I'm going to refer to that today as the  
21 Point Property. Yes.

22 A. Oh, okay.

23 Q. Okay. Good. Now, on Plaintiff's 1,  
24 you'll see that there are lines where it is broken  
25 out into specific lots and there are labels on those

1 lots with the names or with certain names on them.

2 Do you see your name on that Plaintiff's 1?

3 A. Right here. (Indicating.)

4 Q. Does that accurately reflect where your  
5 property is in relation to the others?

6 A. Yes, sir.

7 Q. Okay. Now, on Plaintiff's 1, do you see  
8 where Mr. C. Ray Amick's name is placed?

9 A. It's way up here. (Indicating.)

10 Q. Yes, ma'am.

11 A. I mean, it's not here beside me where  
12 they live.

13 Q. Right. -- so where you see the label  
14 that says C. Ray Amick --

15 A. Right.

16 Q. -- you understand that that property  
17 there, to include the little -- the very end of the  
18 Point Property there is -- ownership of that is  
19 claimed by Mr. Amick; right?

20 MS. CASKEY: Object to the form. Go  
21 ahead and answer.

22 THE WITNESS: Huh?

23 MS. CASKEY: Go ahead and answer.

24 THE WITNESS: Oh, I don't understand  
25 what you mean by that, because this is a little bit

1 off because there's a -- when you come down the  
2 road, there's a curve that goes up -- I mean,  
3 there's a road that stops and goes around the whole  
4 circle like that. (Indicating.) And we're way down  
5 here.

6 BY MR. PARKER:

7 Q. Yes.

8 A. So I'm not understanding what you're  
9 saying. Are you saying that just this road or just  
10 the road to the corner where it turns?

11 (Indicating.)

12 Q. All right. Let me ask you this way.

13 A. Ask me a different way, because that  
14 just don't sound right.

15 Q. Okay. Before Lions Club Road gets to  
16 what you're referring to as your driveway.

17 A. Correct.

18 Q. Okay. Before it gets there.

19 A. Right.

20 Q. Okay. Who do you think owns the land  
21 over which that road goes?

22 A. Mr. Amick.

23 Q. Okay. Good. That was my question.

24 A. Well, yeah; but, you know, I mean, put  
25 it in plain, little simple English.

1 your property his is?

2 A. You mean Murray Gray right here?

3 (Indicating.) Does it. . .

4 Q. Yes. Where Plaintiff's 1 labels the lot  
5 there as Murray Gray's, is that an accurate  
6 reflection of where Murray Gray's land is?

7 A. That's correct.

8 Q. Okay. All right. And so on the top  
9 half of that, Plaintiff's 1, where it shows two lots  
10 for Mr. McCrackin, is that where Mr. McCrackin's  
11 property is?

12 A. That's correct.

13 Q. And what about the Rices and the  
14 Schumperts?

15 A. That's correct.

16 Q. Okay. So how do -- well, let me back  
17 up. Your property or -- Lions Club Road leads from  
18 State Park Road to your house; is that right?

19 A. That's correct.

20 Q. Now, how is it that you get to your  
21 house? If you leave State Park Road, you're going  
22 to your house, how do you get there?

23 A. I come down the road and where the curve  
24 is that goes up around towards Joe Rice and  
25 Schumpert is my driveway and that's how I get to my

1 house.

2 Q. Okay. So when you say -- you just said  
3 that you go down the road. The road that you're  
4 referring to is Lions Club Road; right?

5 A. That's correct.

6 Q. Now, do you know if Lions Club Road is a  
7 public road or a private road?

8 A. I'm not real sure about that.

9 Q. Okay.

10 A. But I -- I'm in an assumption that it's  
11 Mr. Amick's property.

12 Q. Okay. So in other words, it wouldn't be  
13 a public road if it belongs to Mr. Amick?

14 A. Right.

15 Q. Okay.

16 A. Just like my driveway is not a public  
17 driveway.

18 Q. I understand what you're saying. All  
19 right. So when did you acquire your lots out here  
20 on the Point Property?

21 A. When did I acquire it?

22 Q. Yes, ma'am.

23 A. I think it was in April of 2018.

24 Q. Okay. Did you have a lawyer represent  
25 you when you acquired the property?

1 A. Mr. Bufkin.

2 Q. Did you ask Mr. Bufkin to look at the  
3 title to the property you were acquiring?

4 A. Yeah.

5 MS. CASKEY: Objection. You're asking  
6 her what she asked her attorney to do.

7 MR. PARKER: Okay.

8 Q. Was it important that the title to this  
9 property was researched?

10 A. Yes.

11 Q. Okay. Was access to this property an  
12 important thing to research?

13 A. What you mean, access to it?

14 Q. Your ability to get from the public road  
15 to your lot. Was that an important thing to  
16 research?

17 A. Well, I mean, I'll be honest with you.  
18 Daddy was very sick. I lived in Pawleys Island. I  
19 sold my house there and came -- went back to Union  
20 to help my mother. She's in her 80s.

21 Q. Uh-huh.

22 A. And I had to go back and help her.

23 Q. Uh-huh.

24 A. Now, I had gotten in touch with my  
25 realtor that I have known and used and I had -- I

1 had to put all my furniture in storage.

2 Q. Uh-huh.

3 A. Because daddy was completely bedridden  
4 and we had to take care of him 24/7.

5 Q. Uh-huh.

6 A. And so during that period of time, I was  
7 living with mother and helping her. And I had asked  
8 my realtor to please be looking for me a place on  
9 the water, because I love water. I mean, you know,  
10 I didn't want to move from the beach; but you do  
11 what you got to do when it comes to your parents.

12 Q. Yes, ma'am.

13 A. And so he called me and he asked me if I  
14 could ride down. I asked mother if she could handle  
15 it for an hour or two by herself. She said yes. I  
16 rode down. I turned down the road and went straight  
17 to that little house. I mean, I'm not thinking  
18 about that.

19 Q. Uh-huh.

20 A. When you drive on a road, you don't  
21 think about who owns the thing.

22 Q. Sure.

23 A. You know, you just don't think about it.

24 Q. Ms. Littlejohn, how much did you pay for  
25 your property out at the Point Property?

1           A.    I don't see where that has anything to  
2 do with it.

3           Q.    I mean, I can show you a document that  
4 would tell me that, so --

5           A.    Well, I mean, y'all got all that  
6 information.

7           Q.    Okay.

8           A.    So why are you -- you know, what I'm  
9 saying? I can't remember all that. It's been --

10          Q.    Did you pay -- did you pay \$195,000 for  
11 the property?

12          A.    I think so.

13          Q.    Okay. Now, would you have paid \$195,000  
14 for the property if you did not have a legal right  
15 to access the property?

16          A.    No.

17          Q.    Okay.

18          A.    If I had known all this was going to be  
19 coming up and going on, I wouldn't have bought the  
20 thing.

21          Q.    I understand. All right.

22          A.    I bought it for the water.

23          Q.    Yes, ma'am. All right.

24                   (EXHIBIT 2, Newberry County GIS, Aerial  
25                   Photograph With Lot Numbers, was marked

1 for identification.)

2 BY MR. PARKER:

3 Q. So I'm going to you what's been labeled  
4 as Plaintiff's 2, which is again another aerial  
5 photo. So now, on Plaintiff's 2, you see there's a  
6 lot that is highlighted in blue? You see that?

7 A. Uh-huh.

8 Q. I'm sorry. I forgot to tell you  
9 whenever we were going over the rules that Ms. Wanda  
10 here can't really --

11 A. Yes, ma'am.

12 Q. There you go. She can't type up uh-huh  
13 or huh-uh.

14 A. I'm sorry.

15 Q. So just to back up. So the highlighted  
16 blue lot is your lot; is that right?

17 A. That's correct.

18 Q. Okay. And so at the very left, top end  
19 of what is highlighted there, do you see where what  
20 you're referring to as your driveway goes across the  
21 top of your lot?

22 A. Yes. It starts right here.

23 (Indicating.)

24 Q. Okay. Will you do me a favor and circle  
25 where you just pointed on Plaintiff's 2?

1 A. (Complying.)

2 Q. Okay.

3 MR. POPE: Can you see it?

4 MR. PARKER: Yes.

5 Q. So it starts there and it continues  
6 across the top of your lot, does it not?

7 A. It continues all the way, yeah, down if  
8 that's what you're talking about.

9 Q. Yes. So it goes through the top of your  
10 lot, beyond your lot to the other property that lies  
11 to the right as shown on Plaintiff's 2?

12 A. Yeah. I guess so. Yeah.

13 Q. Okay. So it is true then that this road  
14 meets your property where you've circled it and then  
15 continues through and beyond your property?

16 A. Well, if you want to be down to the  
17 precise point of things, Mr. Amick owns where the  
18 road -- I can't tell on this map, it's just -- it  
19 doesn't show any really roads, but Mr. Amick owns  
20 the first top of the driveway.

21 Q. Okay.

22 A. I own all the way to the end of my  
23 property, the driveway. And then he owns -- which  
24 is -- it's not a -- his is just a bunch of little  
25 gravel right here that goes to the porch.

1 Q. So my question --

2 A. And it might be way down here.

3 (Indicating.) I can't tell from these drawings.  
4 They're not clear.

5 Q. Sure. But where the gravel is as it  
6 comes from the point of your lot where you've  
7 circled it through to what you -- I guess you  
8 referred to as his porch, the gravel goes across the  
9 top of your property and continues on to the porch;  
10 right?

11 A. No.

12 Q. It doesn't?

13 A. No. It's not like that.

14 Q. Okay.

15 A. You got -- it's not gravel. My driveway  
16 is a mixture of asphalt and rocks.

17 Q. Okay.

18 A. Okay? That stops at the end of the  
19 little building that sits here. (Indicating.) And  
20 then the rest of it is just a little bit of gravel  
21 that goes to the side porch. Goes down the side  
22 porch and it's got grass in the middle of it.

23 Q. I see. I understand. I don't want to  
24 get caught in the semantics of whether --

25 A. Well, I mean --

1 Q. -- it's gravel or asphalt chunks,  
2 whatever it is. There is a pathway that extends  
3 from where you've circled it on Plaintiff's 2,  
4 across the top of your lot and beyond your lot to  
5 Mr. Amick's porch as you were referring to earlier?

6 A. Correct.

7 Q. Good. All right.

8 A. Why didn't you just say it like that the  
9 first time? We wouldn't have to --

10 Q. I don't know. I don't know.

11 A. I mean, I'm serious.

12 Q. I don't know. I thought I did, but --  
13 all right. Now, we're going to go through a few  
14 things and I apologize in advance. It's going to be  
15 a little bit tedious. But once we got through with  
16 it, it'll be -- we'll be close to being done. Okay?

17 (EXHIBIT 3, Title to Real Estate, Bates  
18 Stamped Bufkin 143 and 144, was marked  
19 for identification.)

20 BY MR. PARKER:

21 Q. So I'm going to show you -- I'm going to  
22 show you what's been labeled as Plaintiff's 3.

23 A. As what?

24 Q. Plaintiff's 3. And so what I want you  
25 to do is look at that.

1 one minute?

2 THE WITNESS: Okay.

3 (Off-the-record conference.)

4 BY MR. PARKER:

5 Q. Okay. Ms. Littlejohn, we're back on the  
6 record. I was asking you to take a look at  
7 Plaintiff's 3 and tell me if you could read it. You  
8 indicated that you couldn't. So what I'm going to  
9 do is I'm going to read it to you. Okay? So what  
10 it says is: Whereas, over many years certain  
11 properties located in Lake Murray -- on Lake Murray  
12 have been carried on the tax books of Newberry  
13 County in the name of the Newberry Lions Club and  
14 the deeds to the various lots have never been  
15 recorded and have in many instances been lost and  
16 destroyed; and

17 Whereas, it is now the desire of the  
18 Newberry Lions Club to give deeds to each of the  
19 present owners of such property so that they may be  
20 recorded in the office of the clerk of court for  
21 Newberry County; now, therefore,

22 Know all men by these presents that we,  
23 Ferd Summer, Robert Schumpert, Fred Weir, Jr.,  
24 Charles Gray, Houseal Jay, Louis Floyd, trustees of  
25 the Newberry Lions Club, for and in consideration of

1 the sum of \$5 and the premises to us in hand paid  
2 before the sealing of these presents by Houseal G.  
3 Jay of the Newberry -- of Newberry County (1320  
4 Summer Street) in the State aforesaid do hereby --  
5 the receipt of which is nearby acknowledged, have  
6 granted, bargained, sold, and released and by these  
7 presents do grant, bargain, sell, and release unto  
8 Houseal G. Jay, his heirs and assigns forever,  
9 subject, however, to the covenants and restrictions  
10 hereinafter mentioned,

11 All those pieces, parcels or lots of  
12 land situated, lying and being in Tax District  
13 Number 6, County of Newberry, State of South  
14 Carolina, and being more particularly described as  
15 Lots 10 and 11 on plat of the Lions Club property  
16 made by H. G. Counts, surveyor, dated February 24,  
17 1933, and now recorded in the office of the clerk of  
18 court for Lexington County in Plat Book G-6 at Page  
19 133 and in the office of the clerk of court for  
20 Newberry County in Plat Book AE at Page 136.

21 The conveyance is made subject to all  
22 conditions, easements -- covenants, excuse me, and  
23 restrictions heretofore set by the board of  
24 directors of the Newberry Lions Club and now  
25 recorded in the office of the clerk of court for

1 Lexington County in Deed Book 4-Q at Page 663.

2 And then it goes on to say that the --  
3 that that property description and anything else  
4 goes to Houseal G. Jay.

5 Now, when I read that, did you hear me  
6 say anything about how the Lions Club gave Mr. Jay  
7 an easement over any kind of road?

8 A. I'm not -- I didn't even know it was a  
9 Lions Club when I bought it.

10 Q. That's not my question. My question is,  
11 when I read that Plaintiff's 3 to you, did you hear  
12 me say that the Lions Club in this deed gave Mr. Jay  
13 an easement over any road?

14 A. I didn't -- I didn't hear you.

15 Q. Okay. You didn't hear me or you didn't  
16 hear me say that?

17 A. I didn't hear you say that.

18 Q. Okay.

19 A. But then again I can't read it, so. . .

20 Q. I understand.

21 A. You know, that puts a damper on things.

22 Q. I understand. Now, let me ask you this.  
23 Who did you buy your property from?

24 A. I brought it from Mr. Jay's children.

25 Q. Okay.

1           A.    I can't remember exactly.  Stewart and  
2 somebody.

3           Q.    Right.

4           A.    But I can't remember all -- exactly who  
5 all that was.

6           Q.    Okay.

7           A.    But I knew that it was their estate --

8           Q.    Right.

9           A.    -- that they'd gotten from their  
10 parents.

11          Q.    Right.  Okay.

12          A.    None of that -- any of that kind of  
13 stuff wasn't even discussed at my closing.

14          Q.    I understand.  All right.

15                   (EXHIBIT 4, Deed of Distribution, Bates  
16 Stamped Bufkin 140 through 142, was  
17 marked for identification.)

18 BY MR. PARKER:

19          Q.    So I'm going to hand you what is  
20 Plaintiff's 4.  Take a look at that and tell me if  
21 you can read that.

22          A.    My God.  (Reviewing.)

23                   MR. SOWELL:  While you're looking at  
24 that, let me ask something off the record.

25                   (Off-the-record conference.)

1 THE WITNESS: Okay.

2 BY MR. PARKER:

3 Q. Okay. And just for the record, you were  
4 reading a copy of what is Plaintiff's 4 off of your  
5 lawyer's laptop. And your lawyer mentioned that  
6 there are what we call Bates stamps down at the  
7 bottom of each page of that document. And it's true  
8 then what you were looking at and Plaintiff's 4,  
9 both have those some Bates stamps down at the  
10 bottom, Bufkin 140 and Bufkin 141; is that right?

11 MS. CASKEY: This.

12 THE WITNESS: It's the same thing;  
13 right?

14 MR. PARKER: Well, that's my question.

15 MS. CASKEY: I can't answer that for  
16 you.

17 BY MR. PARKER:

18 Q. My question is, what you were looking at  
19 on the computer, is --

20 A. Is it the same? Oh, yes.

21 Q. -- is the same thing as Plaintiff's 4;  
22 is that right?

23 A. That's right.

24 Q. Good. Okay. So you were able to read  
25 it. Did you read anything in Plaintiff's 4 where

1 there was a mention of an easement at all?

2 A. No.

3 Q. Okay. And Plaintiff's 4, correct me if  
4 I'm wrong, is what's called a deed of distribution  
5 from the estate of Houseal G. Jay to Ms. Nelda E.  
6 Jay; is that right?

7 A. (Nodding head.)

8 Q. Okay. All right. Luckily, this is a  
9 better copy.

10 (EXHIBIT 5, Deed of Distribution, Not a  
11 Warranty Deed, Bates Stamped Bufkin 148  
12 through 150, was marked for  
13 identification.)

14 BY MR. PARKER:

15 Q. So I'm going to hand you what has been  
16 labeled as Plaintiff's 5. And so what I want you to  
17 do is take a look at that and read it over. And  
18 when're you done with that, just let me know.

19 A. (Complying.) Okay.

20 Q. Okay. Now, Plaintiff's 5, correct me if  
21 I'm wrong, is a deed of distribution from the estate  
22 of Nelda Eargle Jay to Stewart J. Layman and  
23 Christopher A. Jay?

24 A. That's correct.

25 Q. Okay. And what this deed of

1 distribution is describing, just as the prior deeds  
2 I've had you read, are Lots 10 and 11 as shown on a  
3 plat that's recorded in the clerk's office in Book  
4 AE at Page 136; right?

5 A. Right.

6 Q. Okay. Now, having read Plaintiff's 5,  
7 did you see anything in it where there was a mention  
8 of an easement for the use of any road?

9 A. No.

10 (EXHIBIT 6, General Warranty Deed, Bates  
11 Stamped Bufkin 122 through 124, was  
12 marked for identification.)

13 BY MR. PARKER:

14 Q. Okay. I'm going to show you what's been  
15 labeled as Plaintiff's 6. Hopefully you've seen  
16 this one before.

17 Oh, I'm sorry. Here.

18 MS. CASKEY: Thanks.

19 BY MR. PARKER:

20 Q. All right. Just take a look at  
21 Plaintiff's 6. And after you've had a chance to  
22 read it, just let me know.

23 A. (Complying.) Okay.

24 Q. And just for the record, can you tell me  
25 what Plaintiff's 6 is a copy of?

1 A. It's describing the property I bought.

2 Q. Okay. Is it a copy of the deed from  
3 Stewart Layman and Christopher Jay to you of your  
4 property out on the Point Property?

5 A. Yeah.

6 Q. Does it also describe the property that  
7 was conveyed to you as Lots 10 and 11 that's shown  
8 on a plat in the clerk's office in Book AE at Page  
9 136?

10 A. Yes.

11 Q. Okay. When reading it, did you see  
12 anywhere in it where there was a mention of Ms.  
13 Layman or Mr. Jay conveying an easement to you?

14 A. No.

15 Q. And so I'm right to say then that, in  
16 Plaintiff's 3 through 6, those deeds that we just  
17 went through, each of them describe the property as  
18 Lots 10 and 11 on that plat that I mentioned?

19 A. Right.

20 Q. Okay. And none of them mention an  
21 easement?

22 A. No, not to my knowledge.

23 (EXHIBIT 7, Plat of Survey of The Point  
24 Property, Bates Stamped Bufkin 155 and  
25 156, was marked for identification.)

1 BY MR. PARKER:

2 Q. All right. So I'm going to show you  
3 what has been labeled as Plaintiff's 7. And so just  
4 take a look at it. And after you've had a chance to  
5 review it, just let me know.

6 A. (Complying.) Can't tell what this is.

7 Q. Okay. You done?

8 A. I'm sorry.

9 Q. Okay.

10 A. I was just. . .

11 Q. That's okay. All right. So while I  
12 understand it's in two different pages, does  
13 Plaintiff's 7 appear to be a survey of the Point  
14 Property?

15 A. Do what now?

16 Q. A plat of survey of the Point Property?  
17 Is that what Plaintiff's 7 is?

18 A. I guess so.

19 Q. Okay. Do you see down at the bottom  
20 right-hand -- let me look at yours and make sure I'm  
21 saying it the correct way. Yes. Bottom right-hand  
22 corner, there is a notation that -- there's a letter  
23 B and then it says AE and then the abbreviation for  
24 page 136. You see that?

25 A. I see that.

1 Q. Okay. You also see down at the very  
2 top, be top left on your copy -- you might have to  
3 turn it upside down actually -- it says Bufkin 155?

4 A. I see that.

5 Q. So would you agree with me that what  
6 Plaintiff's 7 is is a copy of the very plat that's  
7 referenced in the deeds that we just went through?

8 A. Yeah, I guess so.

9 Q. Okay.

10 A. I mean. . .

11 Q. Thank you. In looking at Plaintiff's 7,  
12 do you see any depiction on this plat of a road?

13 A. Not really. Unless you want to point it  
14 out to me. All I see is a bunch of blocks with  
15 numbers in them.

16 Q. Sure. And so you don't see a --

17 A. I don't.

18 Q. -- reference to a road or an easement or  
19 anything such as that?

20 A. No.

21 Q. Okay. All right. And so now, Ms.  
22 Littlejohn, what we just went through with the deeds  
23 and now this plat that was referenced in all of  
24 those deeds, including the deed to you, is all of  
25 the documents in what us lawyers call your chain of

1 title. Okay?

2 A. Okay.

3 Q. So the first deed that we went through  
4 was the deed from the Lions Club to Mr. Jay. The  
5 second deed was from Mr. Jay's estate to Mrs. Jay.  
6 The next deed was from Mrs. Jay to Ms. Stewart and  
7 Christopher Jay. And we just established that none  
8 of that makes reference to an easement that you  
9 would have for the use of any road, much less Lions  
10 Club Road. You would agree with that; right?

11 A. Yeah.

12 Q. Okay. So do you have a right to use  
13 Lions Club Road?

14 A. I have a right to use it because Mr.  
15 Amick gave me permission.

16 Q. Okay. All right.

17 A. Just like I gave him permission to use  
18 my driveway because he was kind enough to come and  
19 talk to me about it and ask.

20 Q. Okay. Would you be upset if Mr. Amick  
21 revoked that permission?

22 A. I don't see -- no.

23 Q. You wouldn't be upset if he told you you  
24 couldn't use Lions Club Road to get to your property  
25 from State Park Road?

1 A. No.

2 Q. Okay.

3 A. Because I trust a man's word.

4 Q. Okay. I understand. Now, what happens  
5 if Mr. Amick sells his property?

6 A. Then that'll be up to whoever owns it.

7 Q. So your right to use Lions Club Road is  
8 entirely dependent on whoever owns Mr. Amick's  
9 property?

10 A. I guess so.

11 Q. Okay. So it's your position that you do  
12 not have an easement to use Lions Club Road to  
13 access your property?

14 A. No, I don't. I don't think we have an  
15 easement. I don't -- I'm not aware of it. I'm not  
16 aware of any easements.

17 Q. I understand. So let's see. Are you  
18 aware of any circumstances under which you might  
19 have a legal easement to use Lions Club Road to  
20 access your property even though it's not written  
21 down anywhere?

22 A. I have no knowledge of any easements on  
23 anything.

24 Q. Sure. Okay. Good. All right.

25 (EXHIBIT 8, Abraham Land Surveying

1 Document, was marked for  
2 identification.)

3 BY MR. PARKER:

4 Q. So I'm going to show you what has been  
5 labeled Plaintiff's 8. And just take a look at it.  
6 When you have done so, just let us know.

7 A. (Complying.) Okay. What am I looking  
8 at?

9 Q. Okay. Have you looked at it?

10 A. I've looked at it, but I. . .

11 Q. Okay. All right. So what Plaintiff's 8  
12 is is a copy of a survey that was recently done by  
13 Mr. Tad Abraham. And so what I want to ask you  
14 about is, do you see where your property is shown on  
15 Plaintiff's 8?

16 A. Do I see where my property is?

17 Q. Yes, ma'am.

18 A. Right here. (Indicating.) Somewhere in  
19 here.

20 Q. Okay. Well, let's refer back then to  
21 Plaintiff's 2, which is the one that is -- looks  
22 like this. (Indicating.)

23 A. (Complying.)

24 Q. Okay. All right. So you see on  
25 Plaintiff's 2 the highlighted lot there in blue?

1 A. Right.

2 Q. And you see that immediately to the  
3 right of that there's a piece of property that has a  
4 point -- comes to a point like a triangle  
5 immediately to the right?

6 A. Okay.

7 Q. Okay. So referring back to Plaintiff's  
8 8, that property that is to the right of the blue  
9 lot on Plaintiff's 2, does that appear to be here,  
10 where there is a depiction of a cabin?

11 (Indicating.)

12 A. You mean is that my property?

13 Q. No, ma'am. I'm asking you, if where the  
14 cabin is, is that the same property that is to the  
15 right of what is your property on Plaintiff's 2?

16 A. Yes.

17 Q. Okay. So then --

18 A. I'm here. (Indicating.)

19 Q. Yes, ma'am. So if you would, just for  
20 the record, would you put a little star or something  
21 on where you're saying that your property is on  
22 Plaintiff's 8? You can use that pen. That'd be  
23 fine.

24 A. (Complying.)

25 Q. It's difficult for Ms. Wanda to --

1           A.    Well, it's difficult if you're not plat  
2 readers.

3           Q.    Oh, I understand.

4           A.    So I'm saying this is my property.

5           Q.    Good. Well, you're absolutely correct.  
6 So now Mr. Abraham has shown at the very top of your  
7 lot there, a depiction of a road there where he's  
8 got a label, existing old asphalt. You see that?

9           A.    Right.

10          Q.    Okay. Now, where he says existing old  
11 asphalt, is that consistent with what you were  
12 talking about --

13          A.    Exactly.

14          Q.    -- earlier with chunks of asphalt?

15          A.    Yeah.

16          Q.    Okay.

17          A.    It's not smooth asphalt.

18          Q.    Right.

19          A.    You know, it's like tar mixed in with  
20 gravel.

21          Q.    Sure. I got you. So looking at the  
22 area where Mr. Abraham has that road depicted, does  
23 that appear to be an accurate depiction of where  
24 that road we have been talking about goes across the  
25 top of your property?

1 A. Yes.

2 Q. Okay. Now, so if your property is the  
3 property where you've put the circle, the property  
4 immediately to the right, that would be Mr. Amick's;  
5 is that correct?

6 A. That's correct.

7 Q. Now, Ms. Littlejohn, your lots came with  
8 a portion of what is referred to as the fringe  
9 lands; is that right?

10 A. Uh-huh.

11 Q. Okay. Now, your portion of those fringe  
12 lands, if you will look where -- immediately to  
13 the -- in the right corner of your lot, there are  
14 red squares there?

15 A. Right.

16 Q. Is that an accurate depiction of where  
17 the fringe lands that you have acquired are?

18 A. Yes.

19 Q. Okay. Now, look with me at the larger  
20 red area immediately to the right of what you've  
21 identified as Mr. Amick's property. So do you see  
22 where Mr. Abraham has depicted what he refers to as  
23 a gravel drive going through what you've identified  
24 as Mr. Amick's property, but then also through that  
25 larger red area?

1           A.    That ain't nothing but grass.  I don't  
2 know how he put that there.

3           Q.    I understand.  But do you see where  
4 that --

5           A.    I see it, but it's false.  It's not  
6 there.

7           Q.    I understand that's what you're saying  
8 to me, but what I'm asking you is that you can see  
9 where that is on Plaintiff's 8?  I'm not asking you  
10 on the ground.  I'm asking you on Plaintiff's 8,  
11 this survey, you can see that; right?

12          A.    I can see it on this paper, but --

13          Q.    Okay.

14          A.    -- you don't see it if you look at the  
15 property.

16          Q.    Okay.  So now beyond to the right of  
17 this larger red area, you see where he's got a label  
18 says Dominion Energy, Lake Murray?  You see that?

19          A.    No.  Show it to me.

20          Q.    In this area.  (Indicating.)

21          A.    Oh, down here.  (Indicating.)

22          Q.    Yes, ma'am.  So in the general area  
23 where he's got this gravel drive depicted -- well  
24 let me back up.

25                    Have you ever been beyond Mr. Amick's

1 property, on the fringe lands, to what the  
2 plaintiffs have referred to as the boat ramp and  
3 beach area?

4 A. I haven't been to the beach area.

5 Q. Uh-huh.

6 A. But Mr. Thad's dock and all is down  
7 there and I redid his dock for him and, of course, I  
8 was all in that area.

9 Q. Okay. So --

10 A. But I've never seen -- there's no beach.  
11 I don't know what you're talking about. I drive my  
12 boat, fish around here all the time and there is no  
13 beach.

14 Q. Okay. We'll get to that in just a  
15 minute.

16 A. Okay. Well, I'm just telling you. You  
17 asked me that.

18 Q. I understand. What I'm asking you about  
19 is the boat ramp. Have you been to where the boat  
20 ramp is?

21 A. Yeah. I've seen the boat ramp.

22 Q. Okay.

23 A. But it's all messed up.

24 Q. If you can, can you show me where on  
25 Plaintiff's 8 the boat ramp would be in relation to

1 the properties you see there?

2 A. It's somewhere on this side over here.  
3 I know it's -- if I'm standing in my driveway, it's  
4 kind of to the left side of their property.

5 Q. Okay.

6 A. I mean, you know. . .

7 Q. I mean, I'm not asking for an exact --

8 A. No.

9 Q. -- area.

10 A. I mean, I'm just telling you. I've only  
11 been down there one time. I don't really know that  
12 much about that part or. . .

13 Q. I understand. And again, I'm not asking  
14 for an exact location of it. Can you mark on  
15 Plaintiff's 8 where you believe the boat ramp to be?

16 A. I have no --

17 MS. CASKEY: I object to the question.  
18 Go ahead and go it.

19 THE WITNESS: You object?

20 MS. CASKEY: It's okay. Go ahead and do  
21 it.

22 THE WITNESS: I mean, I don't -- I  
23 don't --

24 MS. CASKEY: Just go ahead and do it.

25 THE WITNESS: Okay. I guess it's in

1 here somewhere. (Drawing.)

2 MR. PARKER: Okay. Good.

3 MR. POPE: Designate what that is.

4 BY MR. PARKER:

5 Q. So you've just placed an X on the top  
6 right portion of the red -- larger red area on  
7 Plaintiff's 8. That's your indication of where you  
8 believe the boat ramp to be?

9 A. Right.

10 Q. Okay. Let's see.

11 A. Like I said, I've only seen it maybe  
12 once; but it's so buried, you can't hardly see it.

13 Q. I got you. All right. So as far as  
14 where Mr. Abraham has depicted this gravel drive and  
15 so on, do you have any evidence that would indicate  
16 that the location of where he depicted that drive is  
17 wrong?

18 A. There ain't no drive there. I don't  
19 know what he's talking about.

20 Q. Okay. Do you have any surveyor that's  
21 going to testify that that's incorrect?

22 MS. CASKEY: Objection.

23 THE WITNESS: I don't have a surveyor.

24 BY MR. PARKER:

25 Q. Okay. That's my question.

1 now been labeled Plaintiff's 10. Okay? Just take a  
2 look at those. When you've had a chance to do that,  
3 just let me know.

4 A. I've looked at that.

5 Q. Okay. Good.

6 MR. SOWELL: We skipped nine; right?

7 MR. PARKER: Yes.

8 THE WITNESS: You need to see this?

9 MS. CASKEY: I've got them.

10 THE WITNESS: Okay. So you going to  
11 show me this gravel road that don't exist? Is that  
12 what you're showing me?

13 BY MR. PARKER:

14 Q. I haven't asked you a question yet.

15 A. Well, I'm just making a joke. Y'all are  
16 so. . .

17 Q. Oh, yes, I know.

18 A. Okay. Well, ask away.

19 Q. Okay. Good. Now, Plaintiff's 10, do  
20 those appear to be pictures of the boat ramp that  
21 you were referring to earlier?

22 A. Yeah.

23 Q. Okay.

24 A. I guess so. You can't see the boat  
25 ramp.

1 Q. Uh-huh. Well, let's see.

2 A. But show me where that gravel road is  
3 leading down to it.

4 Q. Well, let's turn to Page 4 of  
5 Plaintiff's 10. Do you see gravel there?

6 A. Oh, wow.

7 Q. Yes or no?

8 A. You can see that certain times. Yeah.

9 Q. Okay. Turn to the last page for me.

10 A. Well, let me ask you a question.

11 Q. No, ma'am.

12 A. Is that a road?

13 Q. I'm not -- I don't get -- I'm not  
14 answering questions.

15 A. Well, I'm just asking because y'all are  
16 all up about --

17 MS. CASKEY: Ms. Littlejohn, you can't  
18 ask any questions in a deposition unless you don't  
19 understand the question.

20 BY MR. PARKER:

21 Q. I'm asking you the questions.

22 A. I'm just trying to get it settled in.

23 Q. I understand. Please look at the last  
24 page of Plaintiff's 10. Looks like this.  
25 (Indicating.)

1           A.    Uh-huh.

2           Q.    Does that appear to gravel under the  
3 water there at the boat ramp?

4           A.    I don't know if that's gravel or just  
5 little rocks, because there's rocks everywhere.

6           Q.    Okay. I got you. All right.

7           A.    And I can't really tell you because  
8 that's not my property. I don't run around on other  
9 people's property.

10          Q.    I understand.

11          A.    But it just appears to be like those  
12 little places of rock, where we have rocks in  
13 different places down there.

14          Q.    Okay. So let me ask you this. If I  
15 were -- is it necessary that there be gravel on this  
16 property for me to drive my truck across it?

17          A.    You know how I really feel? You want me  
18 to tell you what I really feel about that?

19          Q.    I want you to answer my question and, if  
20 that involves you telling me how you feel about  
21 that, that'd be great.

22          A.    Okay. I don't believe that anybody  
23 should be driving on anybody else's property --

24          Q.    Okay.

25          A.    -- without their permission. I think

1 so my question was, the presence or the lack thereof  
2 of gravel is really kind of immaterial at that  
3 point; right?

4 A. Sir, I -- I'm sorry, Parker; but I don't  
5 have any idea. You're asking me about somebody  
6 else's property. I don't own that property. I'm  
7 not that familiar with that property.

8 Q. I understand.

9 A. And that's not my business.

10 (EXHIBIT 11, Two Photographs, was marked  
11 for identification.)

12 BY MR. PARKER:

13 Q. I understand. So I'm going to show you  
14 what's been labeled as Plaintiff's 11. And when  
15 you've looked at it, let me know.

16 A. I've looked at it.

17 Q. Okay. Tell me what those -- these are  
18 pictures. Tell me what they are.

19 A. It's my neighbor's yard next door.

20 Q. Does there appear to be a gravel drive  
21 going past some kind of structure there on Page 1 of  
22 Plaintiff's 11?

23 A. No.

24 Q. Okay. Well, what would you describe  
25 that lighter area that goes in two tracks, kind of

1 all one. Okay. So I'm going to show you what's  
2 been labeled as Plaintiff's 12. Once you looked at  
3 that, just let me know.

4 A. I've looked at it.

5 Q. Okay. What is Plaintiff's 12 a picture  
6 of?

7 A. It's a picture of my house and the  
8 Amick's house and our vehicles and our -- and my  
9 driveway.

10 Q. I see. So the vehicles that you can see  
11 there in the top right, are those your vehicles?

12 A. They are.

13 Q. Okay. And so that house that we see in  
14 the top right, that's your house?

15 A. Yeah.

16 Q. Okay. And so otherwise, it's just a  
17 picture of this -- the old asphalt that we were  
18 talking about? Is that what that's a picture of?

19 A. Of the driveway. Correct.

20 (EXHIBIT 13, Photograph, was marked for  
21 identification.)

22 BY MR. PARKER:

23 Q. Okay. Good. All right. So I'm going  
24 to show you what's been labeled as Plaintiff's 13.  
25 And once you've looked at it, just let me know.

1 A. When was this?

2 Q. Are you ready?

3 A. Yeah.

4 Q. Okay.

5 A. I mean, I want to know when it was.

6 Q. I'm going to ask you a question. Have  
7 you ever seen that before?

8 A. No, I haven't.

9 Q. Okay. Does that appear to be a beach?

10 A. Appears to be sand.

11 Q. Does that appear to be also at the point  
12 beyond the fringe lands at what we've been referring  
13 to as the Point Property?

14 A. Yeah.

15 MR. PARKER: Okay. Let's take a little  
16 break.

17 (A recess transpired.)

18 BY MR. PARKER:

19 Q. Okay. Ms. Littlejohn, so in this case,  
20 there were 17, 18 affidavits that were filed of the  
21 plaintiffs, Mr. Gray, the Rices, the Schumperts, and  
22 then all of the other adjoining landowners and some  
23 folks that had owned those surrounding lots previous  
24 to that. Those were filed in -- well, it's probably  
25 been a couple of years ago now.

1           And in those affidavits, the adjoining  
2 landowners, the plaintiffs talked about their use of  
3 the road and the maintenance of road that they had  
4 done and so forth over the years. Did you ever see  
5 those affidavits?

6           A. No.

7           Q. Okay. All right. So do you have any  
8 knowledge or any evidence of any kind about how the  
9 road, the boat ramp, the beach, any of that was used  
10 by these folks prior to you acquiring title to your  
11 lots?

12          A. No.

13          Q. Okay.

14          A. I don't even know them.

15               MR. PARKER: Right. Thank you very  
16 much. That's all I got.

17               THE WITNESS: So we done?

18               MR. PARKER: I guess. Your lawyer and  
19 Mr. Sowell will get to ask questions, I guess.

20               MR. SOWELL: Mr. Sowell has none.

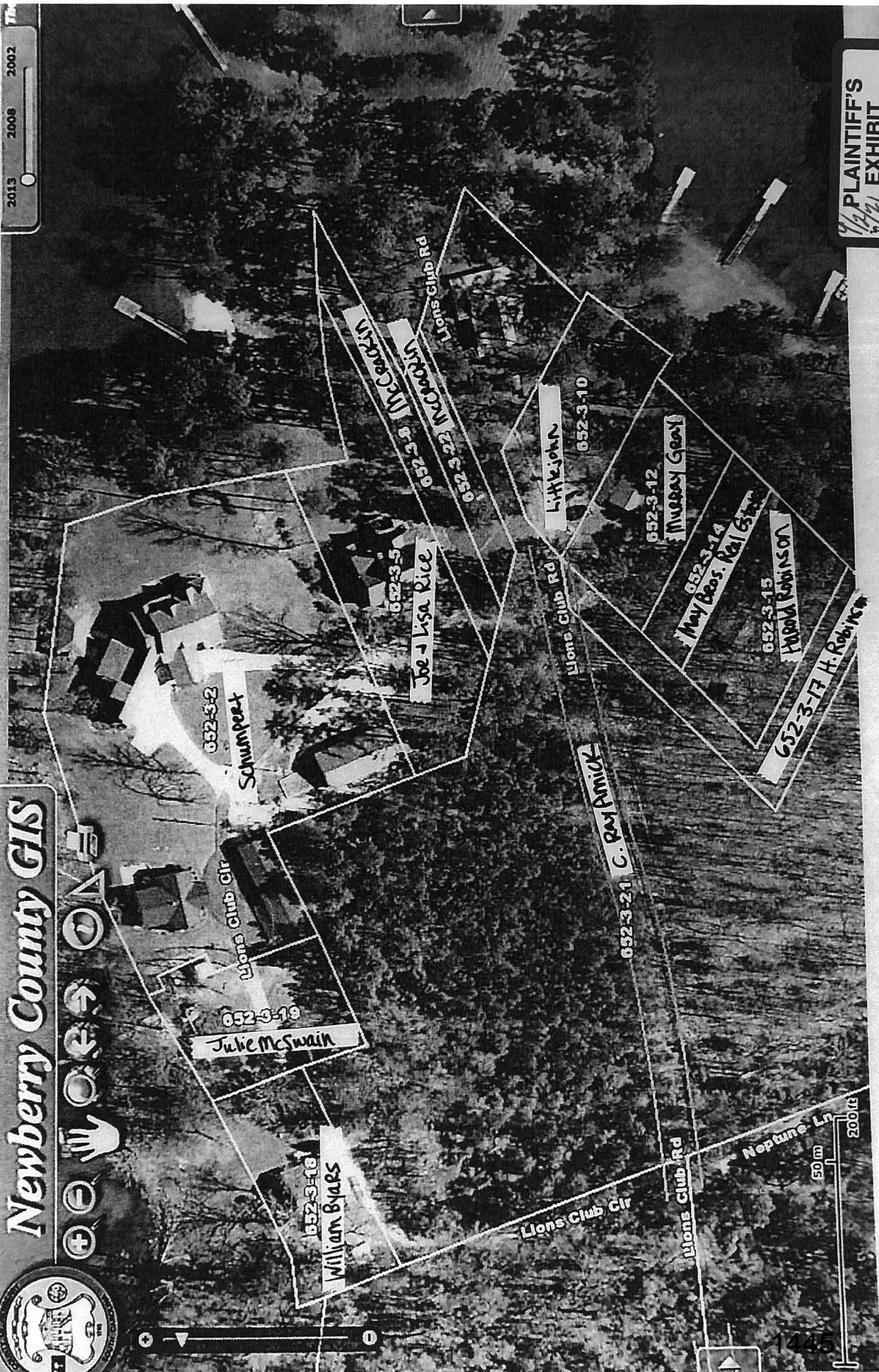
21               MS. CASKEY: I don't have any questions.

22               THE WITNESS: Huh?

23               MS. CASKEY: I don't have any.

24               MR. PARKER: So we're done. Thank you  
25 very much.

# Newberry County GIS



PLAINTIFF'S EXHIBIT

12/21/11

tabbles

*Esther John de*



Sea  
Own  
Fls  
Parce  
652-  
Own  
Own  
Parce  
D

652-3-8

652-3-10

652-3-12

652-3-14

652-3-15

Lions Club Rd

Lions Club Rd

Lions Club Cir

PLAINTIFF'S EXHIBIT  
LITTLETON

1446

10m

Form 1, Book No. 103

TITLE TO REAL ESTATE

THE STATE OF SOUTH CAROLINA,

COUNTY OF NEWBERRY

WHEREAS, over many years certain properties located on Lake Murray have been carried on the tax books of Newberry County in the name of the Newberry Lions Club and the deeds to the various lots have never been recorded and have in many instances been lost and destroyed; and

WHEREAS, it is now the desire of the Newberry Lions Club to give deeds to each of the present owners of such property so that they may be recorded in the office of the Clerk of Court for Newberry County; Now, therefore,

KNOW ALL MEN BY THESE PRESENTS, That We, Ferd J. Sumner, Robert D. Schuppert, Fred J. Weir, Jr., Charles M. Gray, Housaal G. Jay and Louis C. Floyd, Trustees of the Newberry Lions Club

in the State aforesaid, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Housaal G. Jay, his heirs and assigns forever, subject, however, to the covenants and restrictions hereinafter mentioned,

All those pieces, parcels or lots of land situate, lying and being in Tax District no. 6, County of Newberry, State of South Carolina, and being more particularly described as Lots 10 and 11 on a plat of the Lions Club property made by E. O. Counts, Surveyor, dated February 24, 1933, and now recorded in the office of the Clerk of Court for Lexington County in Plat Book 9-C at page 153 and in the office of the Clerk of Court for Newberry County in Plat Book AE at page 136.

This conveyance is made subject to all the conditions, covenants, and restrictions heretofore set by the Board of Directors of the Newberry Lions Club and now recorded in the office of the Clerk of Court for Lexington County in Deed Book 4-Q at page 603.

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 Housaal G. Jay, his heirs and assigns forever,

AND we, do hereby bind ourselves as Trustees, our successors in office and assigns,

to execute and administer in warrant and forever defend all and singular the said Premises unto the said Housaal G. Jay, his heirs and assigns, against all and singular the wrongs and injuries in law and equity.

IN WITNESS WHEREOF, we the said Trustees, our successors in office and assigns,

have hereunto set our hands and seals, this 28th day of June, 1971, in the County of Newberry, State of South Carolina.

Witness my hand and seal, this 28th day of June, 1971, in the County of Newberry, State of South Carolina. Housaal G. Jay, his heirs and assigns forever.

THE STATE OF SOUTH CAROLINA, Newberry County, Trustee

PERSONALLY appeared before me, Mildred L. Shealy, and made oath that she saw the within-named Ferd J. Sumner, Robert D. Schuppert, Fred J. Weir, Jr., Charles M. Gray, Housaal G. Jay and Louis C. Floyd, Trustees of Newberry Lions Club, and as their act and deed, deliver the within-written Deed and that she, Lorena B. Skunk, witnessed the execution thereof.

SWORN to before me, this 28th day of June, A. D. 1971.

Notary Public for S. C. Mildred L. Shealy

Com. expires 8-20-73

THE STATE OF SOUTH CAROLINA, County, DEED BY TRUSTEES

Notary Public for South Carolina, do hereby certify unto all whom it may concern, that

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, fraud or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within-named

Housaal G. Jay, his heirs and assigns, all her interest and claim, 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 28th day of June, A. D. 1971.

Notary Public for S. C. (L. S.) 71 (3:18 PM) (SEAL) MILDRED L. SHEALY

A true record. June 29 1971

PLAINTIFF'S EXHIBIT 3 Littlejohn

Form 1, Book No. 103

TITLE TO REAL ESTATE

# THE STATE OF SOUTH CAROLINA,

COUNTY OF NEWBERRY

WHEREAS, over many years certain properties located on Lake Murray have been carried on the tax books of Newberry County in the name of the Newberry Lions Club and the deeds to the various lots have never been recorded and have in many instances been lost and destroyed; and

WHEREAS, it is now the desire of the Newberry Lions Club to give deeds to each of the present owners of such property so that they may be recorded in the office of the Clerk of Court for Newberry County; Now, therefore,

KNOW ALL MEN BY THESE PRESENTS, That WE, Ford J. Sumner, Robert B. Sumpert, Fred J. Weir, Jr., Charles H. Gray, Russell G. Joy and Louis C. Floyd, Trustees of the Newberry Lions Club in consideration of the sum of Five and no/100 (\$5.00) and the premises Delus to US in hand paid of and before the making of these presents by Russell G. Joy, of the County of Newberry (1320 Sumner St

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, conveyed, sold and released, and by these presents do grant, convey, sell and release unto the said Russell G. Joy, his heirs and assigns forever, subject, however, to the covenants and restrictions hereinafter mentioned,

All these pieces, parcels or lots of Land situate, lying and being in Ten Block no. 6, County of Newberry, State of South Carolina, and being more particularly described as lots 10 and 11 on a plot of the Lions Club property made by R. G. Sumner, Surveyor, dated February 24, 1933, and now recorded in the office of the Clerk of Court for Newberry County in First Book 9-8 at page 126 and in the office of the Clerk of Court for Newberry County in First Book 41 at page 106.

This conveyance is made subject to all the conditions, covenants, and restrictions heretofore set by the Board of Directors of the Newberry Lions Club and now recorded in the office of the Clerk of Court for Newberry County in Book 4-q at page 623.

TOGETHER with all and singular, the Rights, Members, Emoluments 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 Russell G. Joy, his

subject, however, to the covenants and restrictions hereinafter mentioned, his heirs and assigns forever, AND he, his heirs and assigns, shall and lawfully shall, defend, maintain and sustain the title and premises

HEREIN Russell G. Joy, his Heirs and Assignments to warrant and forever defend all and singular the said Premises unto the said Heirs and Assigns, against US OR THROUGH OUR SUCCESSORS IN OFFICE AND OFFICES.

WITNESS OUR Hand and Seal of the County of Newberry South Carolina in the year of our Lord 1933 and of the Independence of the United States of America the 22nd day of June 1933 year of the 61st year of the

Signed, Sealed and Delivered in the Presence of  
Mildred L. Shoely Robert G. Sumpert (L.S.)  
Louisa E. Shank Fred J. Weir, Jr. (L.S.)  
Trustees Charles H. Gray (L.S.)  
Trustees Russell G. Joy (L.S.)

THE STATE OF SOUTH CAROLINA, Newberry County.  
I, Mildred L. Shoely and made with that she is the wife of the within-named Ford J. Sumner,  
Robert B. Sumpert, Fred J. Weir, Jr., Charles H. Gray, Russell G. Joy and Louis C. Floyd, Trustees of Newberry Lions Club and as she is not and deed, deliver the within-named  
Deed and thereby with Louisa E. Shank witnessed the executes thereof.  
SWORN to before me, this 22 day of June A. D. 19 71  
Mildred L. Shoely (L.S.) Mildred L. Shoely  
Clerk of Court for S. C.

THE STATE OF SOUTH CAROLINA, Newberry County.  
I, Anna Donald B. Notary Public for South Carolina, do hereby testify that all when it may concern, that  
did the day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion,  
deed or fear of any person or persons whomever, execute, 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 it, or to all and singular the premises within mentioned and released.  
Given under my Hand and Seal, this 22 day of June, 1933  
Anna Donald B. (L.S.)  
Notary Public for S. C.  
A true record. June 23 71 (3:16 PM) (SEAL) Mildred L. Shoely

STATE OF SOUTH CAROLINA  
COUNTY OF NEWBERRY  
IN THE MATTER OF HOUSEAL G. JAY  
CASE NUMBER 96ES3600201

Filed this JUN 16 1997  
Book 462 Page 56  
Clerk of Court, Newberry Co., S. C.  
By *[Signature]*

Deed Book 462-56  
PROBATE COURT  
03340

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 25th day of May, 1926; and,  
WHEREAS, the estate of the decedent is being administered in the Probate Court for Newberry County, South Carolina in File # 96ES3600201; 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: Nelda E. Jay  
Address: 1320 Summer Street  
Newberry, S. C. 29108

RECORDED THIS 16th DAY  
OF JUN 16, 1997  
SEQUENCE # 114551  
BY CLERK OF COURT  
AUDITOR

FILED  
NEWBERRY COUNTY  
JUN 16 3 16 PM '97  
CLERK OF COURT

the following described property:

All that piece, parcelor lot of land with the improvements thereon, situate, lying and being in the Newberry Lions Club area, Tax District No. 6 Outside, County of Newberry, State of South Carolina, said lot being more particularly described as being composed of Lot No. 10 and Lot No. 11 as shown on a plat recorded in the office of the Clerk of Court for Newberry County in Plat Book AE at page 136. Said lots are contiguous and are bounded, in the aggregate, on the Northwest and Northeast by lot of Newberry Lions Club; on the Southeast by South Carolina Electric and Gas Company, and on the Southwest by lot of Allen Murray Gray, and is the identical lot conveyed to Houseal G. Jay by deed of Ferd J. Sumner, et al., Trustees of Newberry Lions Club recorded June 28, 1971 in Deed Book 103 at page 575, and devised to Nelda E. Jay by the Last Will and Testament of Houseal G. Jay recorded in the above estate.

Tax Map No. 652-3-10 and 11

652-3-10/11  
1998  
SB

FORM 600PG (1/95)  
60-3-007, 60-3-008

GRAPHIC PRESS 3611 Dalme Street, West Columbia, South Carolina 29169 (803) 796-4207

tabbies  
9/22/01  
PLAINTIFF'S  
EXHIBIT  
4  
LITTLEJOHN ml

Deed Book 462 Page 57

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 Nelda E. Jay their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 13th day of June, 19 97.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF Estate of HOUSEAL G. JAY by Signature: Nelda E. Jay Personal Representative

Witness: Gordon N. Clarkson

Witness: Perry S. Booser

STATE OF SOUTH CAROLINA ) PROBATE  
COUNTY OF NEWBERRY )

PERSONALLY appeared before me Perry S. Booser 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 Gordon N. Clarkson witnessed the execution thereof.

SWORN to before me this 13th day of June, 19 97. Witness Signature: Perry S. Booser  
Gordon N. Clarkson  
Notary Public for South Carolina  
My Commission Expires: 7/5/99

STATE OF SOUTH CAROLINA )  
COUNTY OF \_\_\_\_\_ )

AFFIDAVIT

Deed Book 112 page 58

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located at Lions Club, bearing Lawrence County  
Tax Map Number 152-3-A, was transferred by Edna Harold & Roy  
Holden, Esq., F.I. on 11-23-97.

The transaction was (Check one):

an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ \_\_\_\_\_.

not an arm's length real property transaction and the fair market value of the property is \$ \_\_\_\_\_.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is (See back of affidavit):

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: \_\_\_\_\_

I further 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.

Edna Harold & Roy  
Purchaser, Legal Representative of the Purchaser, or  
other Responsible Person Connected with the Transaction

SWORN to before me this 16  
day of June 1997  
Walter J. Kibrow  
Notary Public for SC  
My Commission Expires: 10-09-2006

\* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

RE-RECORD TO CORRECT FILE NO. AND DATE OF DEATH

STATE OF SOUTH CAROLINA )
COUNTY OF NEWBERRY )
IN THE MATTER OF: )
NELDA EARGLE JAY )
(Decedent) )

201800041854
Filed for Record in NEWBERRY COUNTY, SC
ELIZABETH P FOLK, CLERK OF COURT
IN THE PROBATE COURT DEED DISTRICT 10.00
OR Book 2026 Page 33 - 35
DEED OF DISTRIBUTION
(Real Property Only)
NOT A WARRANTY DEED
CASE NUMBER: 2017-ES-36-148
TITLE NOT EXAMINED

WAS

The undersigned states as follows:

April 6, 2017

Decedent died on ~~NOVEMBER 21, 2016~~ and probate of the Estate is being administered in the Probate Court for NEWBERRY County, South Carolina, in File #2017-ES-36-00148.

I/We was/were appointed Personal Representative (s) on 5/4/2017.

Decedent owned real property described as follows:

Tax Map Number: 652-3-10

Street/Property Address: LOTS 10 & 11, 454 LIONS CLUB ROAD, PROSPERITY, SC

Legal Description: ALL THAT PIECE, PARCEL OR TRACT OF LAND, WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF NEWBERRY, STATE OF SOUTH CAROLINA, IN THE NEWBERRY LIONS CLUB AREA, TAX DISTRICT NO. 6 OUTSIDE, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS BEING COMPOSED OF LOT NO. 10 AND LOT NO. 11 AS SHOWN ON A PLAT RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR NEWBERRY COUNTY IN PLAT BOOK AE, AT PAGE 136. SAID LOTS ARE CONTIGUOUS AND ARE BOUNDED IN THE AGGREGATE, ON THE NORTHWEST AND NORTHEAST BY LOT OF OR FORMERLY OF NEWBERRY LIONS CLUB; ON THE SOUTHEAST BY SOUTH CAROLINA ELECTRIC AND GAS COMPANY, AND ON THE SOUTHWEST BY LOT OF OR FORMERLY ALLEN MURRAY GRAY.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO HOUSEAL G. JAY BY DEED OF FERD J. SUMMER, E T AL, RECORDED JUNE 28, 1971 IN DEED BOOK 103, AT PAGE 575, AND THEREAFTER CONVEYED TO NELDA E. JAY BE DEED OF DISTRIBUTION FROM THE ESTATE OF HOUSEAL G. JAY RECORDED JUNE 16, 1997 IN DEED BOOK 462, AT PAGE 56.

ALSO, ALL THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NEWBERRY, STATE OF SOUTH CAROLINA, IN THE NEWBERRY LIONS CLUB AREA, CONTAINING 0.033 OF AN ACRE, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS PARCELS "S" AND "T" LYING BETWEEN THE PBL (PROJECT BOUNDARY LINE) AND THE SETBACK LINE (ALSO KNOWN AS THE 75 FOOT VEGETATIVE BUFFER ZONE LINE) ON A PLAT PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS COMPANY, BY ASSOCIATED E & S, INC. DATED FEBRUARY 17, 2000, LAST REVISED SEPTEMBER 28, 2009, ENTITLED "PARTIAL PLAT OF PARCELS "A" THROUGH "AA"-OPTION 129", RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR NEWBERRY COUNTY IN PLAT BOOK C227, AT PAGE 9; SAID PARCELS HAVING SUCH BOUNDARIES AND MEASUREMENTS AS SHOWN ON SAID PLAT.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO NELDA JAY BY DEED OF SOUTH CAROLINA ELECTRIC & GAS COMPANY, RECORDED OCTOBER 19, 2010 IN BOOK 1525, AT PAGE 134.

Re-recording

201800042070
Filed for Record in NEWBERRY COUNTY, SC
ELIZABETH P FOLK, CLERK OF COURT
02-27-2018 At 02:13 PM.
DEED DISTRI 10.00
OR Book 2029 Page 44 - 46



Instrument 201800041854 OR Book Page 2026 34

# Re-recording

Instrument 201800042070 OR Book Page 2029 45

Additional sheet(s) for additional property(ies) is attached (check if applicable)

This transfer is made pursuant to:

- Decedent's Will
- Intestacy Statute: SCPC 62-2-103
- Private Family Agreement: SCPC 62-3-912
- Disclaimer by: \_\_\_\_\_
- Probate Court Order issued on \_\_\_\_\_
- Other: \_\_\_\_\_

NEWBERRY COUNTY	
ASSESSOR	
TAX MAP #	452-3-10
PART OF MAP #	
TAX YEAR	2019
<i>Mary Ann</i>	

# Re-recording

Instrument	Book	Page
201800041854 DR	2026	35
Instrument	Book	Page
201800042070 DR	2029	46

In accordance with the laws of the State of South Carolina, the Personal Representative(s) does/do hereby release all of the Personal Representative's(s') right, title and interest, including statutory and/or testamentary powers, over the real property described to the beneficiaries named below:

Name: STEWART J. LAYMAN  
Address: 1320 SUMMER STREET  
NEWBERRY, SC 29108

Name: CHRISTOPHER A. JAY  
Address: 716 WINDSOR ROAD  
HODGES, SC 29653

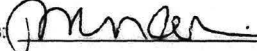
Name:         
Address:         
      

Name:         
Address:         
      

Additional sheet(s) for names of additional beneficiaries is attached (check, if applicable)

IN WITNESS WHEREOF the undersigned, as Personal Representative(s) of the above Estate, has executed this Deed of Distribution, on this 5<sup>TH</sup> day of FEBRUARY, 2018.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:


Witness: 

Print Name: PATRICIA G. MACDONALD

Witness: 

Print Name: LISA R. SENN

Estate of: NELDA EARGLE JAY

Signature of Personal Representative: 

Print Name: STEWART J. LAYMAN

If applicable,  
Signature of Co-Personal Representative: 

Print Name: CHRISTOPHER A. JAY

STATE OF SOUTH CAROLINA )  
  )  
  )

## ACKNOWLEDGMENT

COUNTY OF NEWBERRY

I, LISA R. SENN, Notary Public, a notary for the State of South Carolina do hereby certify that STEWART J. LAYMAN AND CHRISTOPHER A. JAY, as Personal Representative(s) of the Estate of NELDA EARGLE JAY, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Distribution.

Witness my hand and seal this the 5<sup>TH</sup> day of FEBRUARY, 2018.

 (SEAL)

(Signature of Notary Public)  
LISA R. SENN  
(Print name of Notary Public)  
Notary Public for State of SOUTH CAROLINA  
My Commission Expires: 1/16/2024

201800042756  
Filed for Record in  
NEWBERRY COUNTY, SC  
ELIZABETH P FOLK, CLERK OF COURT  
04-06-2018 At 03:53 PM.  
DEED 10.00  
STATE 507.00  
COUNTY 214.50  
OR Book 2039 Page 58 - 60

STATE OF SOUTH CAROLINA )  
 ) GENERAL WARRANTY DEED  
COUNTY OF NEWBERRY )

KNOW ALL MEN BY THESE PRESENTS, THAT, we, STEWART J. LAYMAN aka STEWART J. LAYMAN and CHRISTOPHER A. JAY, hereinafter referred to as Grantors, in the State aforesaid, for and in consideration of the Sum of ONE HUNDRED NINETY FIVE THOUSAND AND NO/100 (\$195,000.00) DOLLARS paid to us by CHERYL A. LITTLEJOHN, hereinafter referred to as the Grantee, in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto CHERYL A. LITTLEJOHN, her heirs and assigns, forever.

All that piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Newberry, State of South Carolina, in the Newberry Lions Club area, Tax District No. 6 Outside, said lot being more particularly described as being composed of Lot No. 10 and Lot No. 11 as shown on a plat recorded in the office of the Clerk of Court for Newberry County in Plat Book AE at page 136. Said lots are contiguous and are bounded in the aggregate, on the Northwest and Northeast by lot n/f of Newberry Lions Club; on the Southeast by South Carolina Electric and Gas Company; and on the Southwest by lot n/f of Allen Murray Gray.

ALSO: All those certain pieces, parcels or lots of land situate, lying and being in the County of Newberry, State of South Carolina, in the Newberry Lions Club area, containing 0.033 of an acre, more or less, and being more particularly described as Parcels "S" and "T" lying between the PBL (Project Boundary Line) and the setback line (also known as the 75 foot vegetative buffer zone line) on a plat prepared for South Carolina Electric & Gas Company by Associated E & S, Inc. dated February 17, 2000, last revised September 28, 2009 entitled "Partial Plat of Parcels "A" through "AA" - Option 129" recorded in the office of the Clerk of Court for Newberry County in Plat Book C227 at page 9; said parcels having such boundaries and measurements as shown on said plat.



This being the identical property conveyed to Stewart J. Layman aka Stewart J. Layman and Christopher A. Jay by Deed of Distribution of the Estate of Nelda Eargle Jay as recorded in the office of the Clerk of Court for Newberry County on February 8, 2018 in Record Book 2026 at page 33 and re-recorded on February 27, 2018 in Record Book 2029 at page 44.

TMS# 652-3-10

Grantee Address: 454 LIONS CLUB RD, PROSPERITY, SC 29127

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

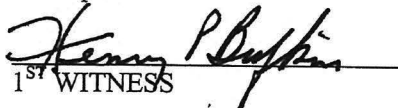
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, her heirs and assigns forever.

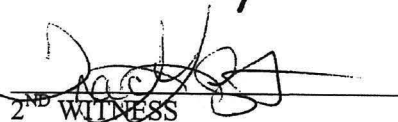
And we do bind ourselves, our Heirs, Successors and Assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's Heirs, Successors, Personal Representatives, and Assigns against us and our Heirs, Successors or Assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

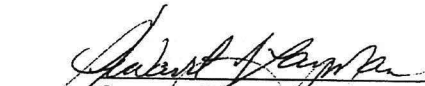
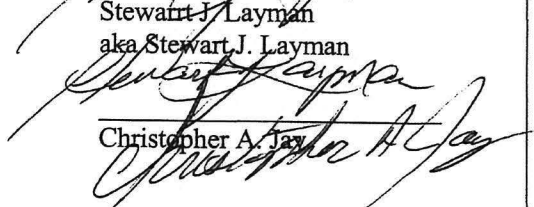
All reference made herein to the singular shall include the plural, all reference made herein to the masculine shall include the feminine and the neuter.

WITNESS our hands and seals on this 6<sup>th</sup> day of April, 2018.

Signed, Sealed and Delivered  
in the presence of


  
1<sup>ST</sup> WITNESS

  
2<sup>ND</sup> WITNESS

  
Stewart J. Layman  
aka Stewart J. Layman  
  
Christopher A. Jay

STATE OF SOUTH CAROLINA    )  
  )    ACKNOWLEDGMENT  
COUNTY OF NEWBERRY        )

The foregoing instrument was acknowledged before me by Stewart J. Layman  
aka Stewart J. Layman and Christopher A. Jay this 6<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 9/1/25

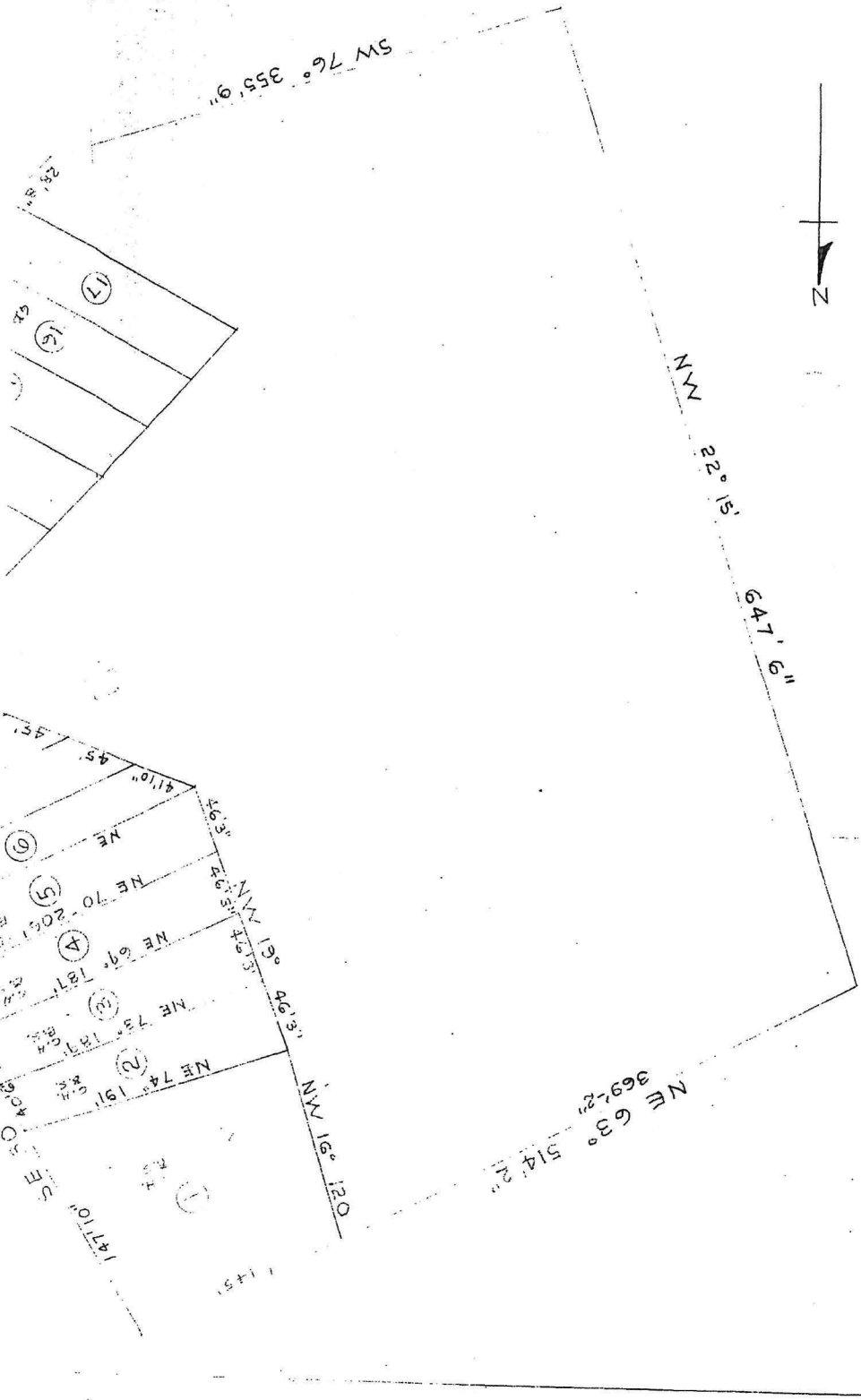




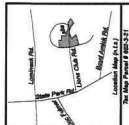
Burkin 156

FILED  
NEW HERRY COUNTY

JUN 29 3 18 PM '71  
MILDRED R. HARMON  
CLERK OF COURT



16



Abraham and Surveying, Inc. is a professional corporation registered in the State of South Carolina. The survey was conducted in accordance with the standards and practices of the Surveying and Mapping Board of the State of South Carolina. The survey was conducted on the property of the client, and the client is responsible for the accuracy of the information provided. The survey was conducted on the property of the client, and the client is responsible for the accuracy of the information provided.

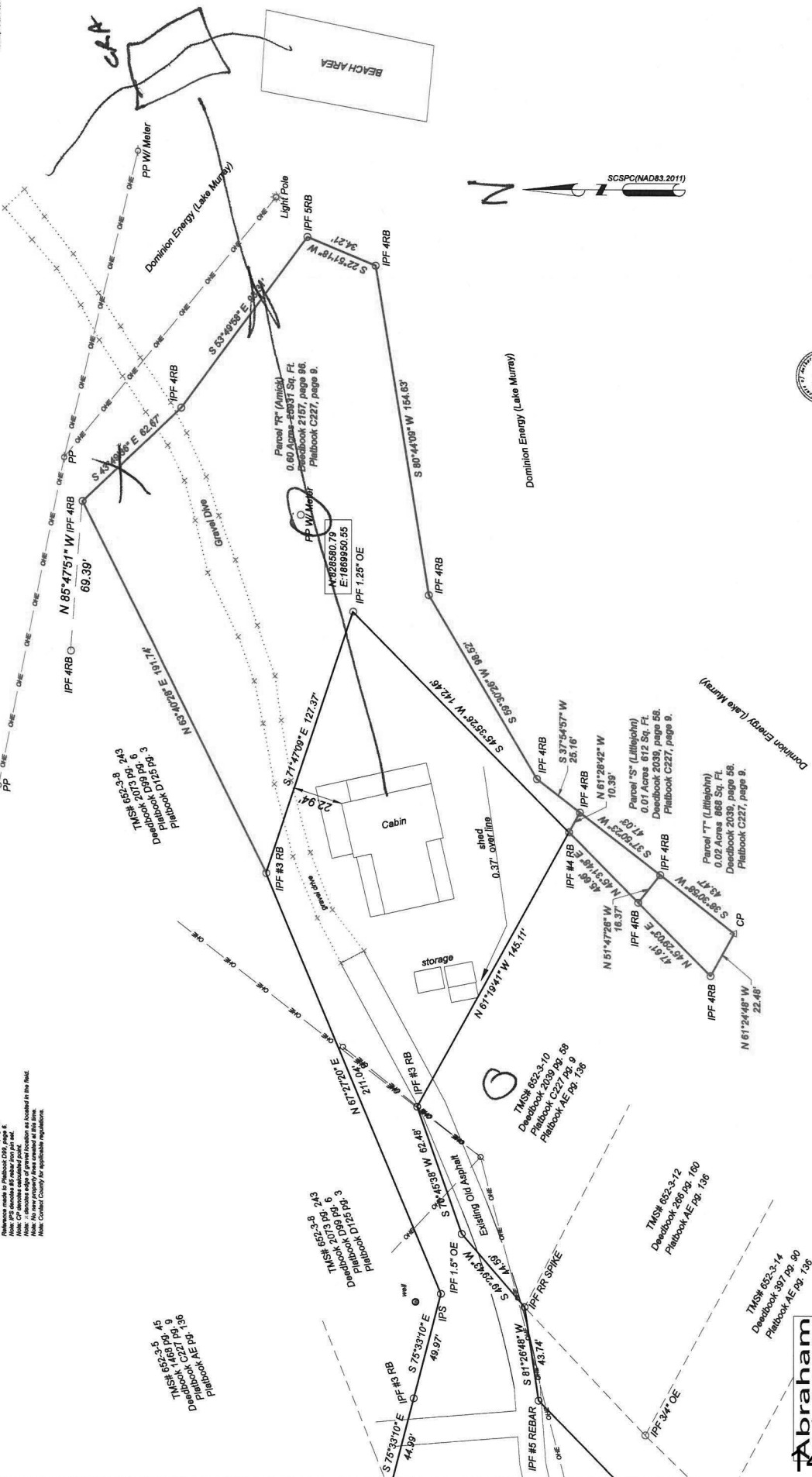
Reference made to Deedbook 610, page 87.  
Reference made to Deedbook 2039, page 58.  
Reference made to Deedbook 2157, page 98.  
Reference made to Deedbook 812, page 2.  
Reference made to Deedbook 2039, page 58.  
Reference made to Deedbook 2039, page 58.  
Reference made to Deedbook 2039, page 58.  
Note: - indicates edge of ground location as located in the field.  
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Reference made to Deedbook 610, page 87.  
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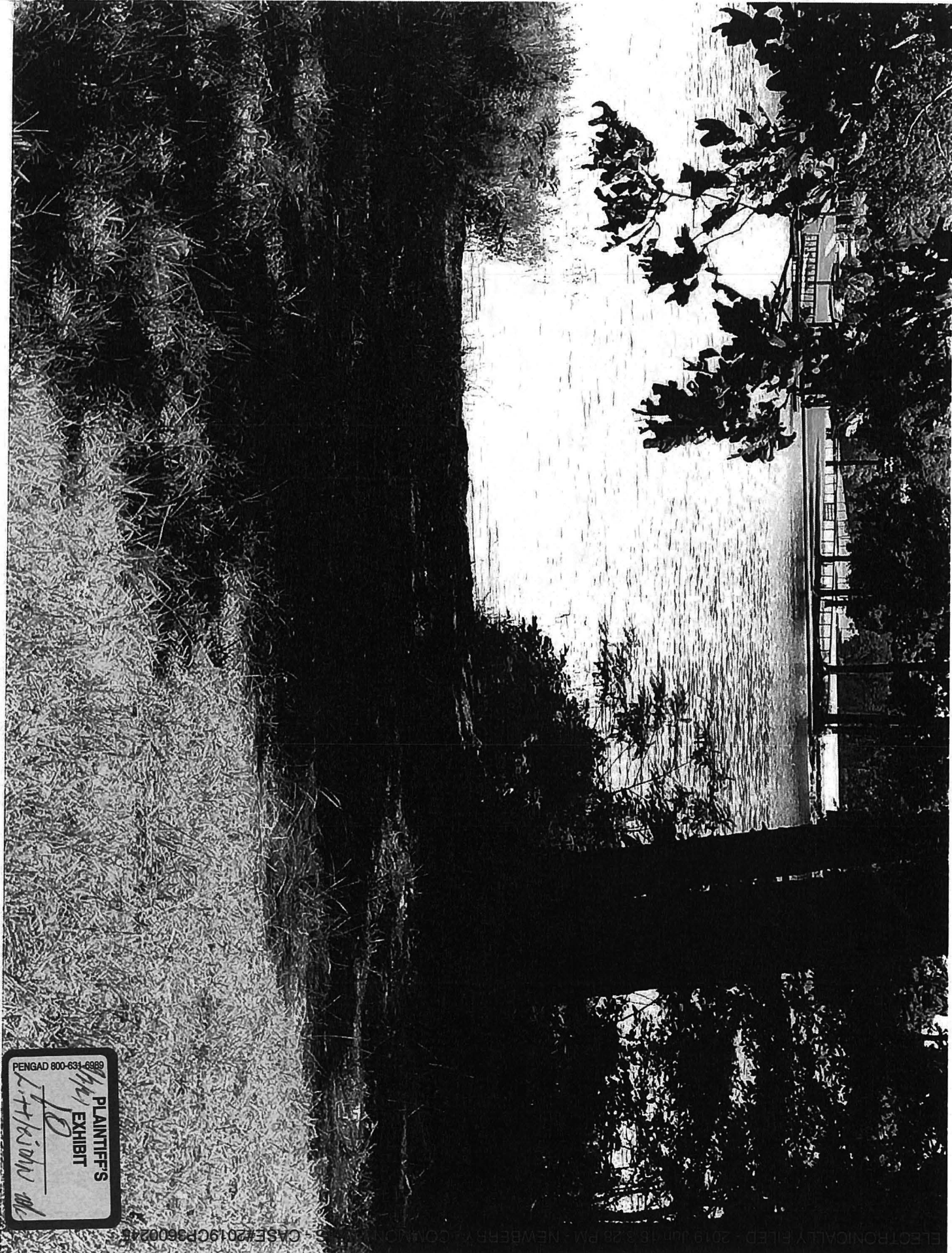


Date: February 23, 2021  
Scale: 1" = 20'

Boundary Survey & Plat Prepared for:  
Joe Rice & Claude Schumpert  
Property located on Lions Club Rd., Approx. 9 miles southeast of  
Prosperity, Newberry County, S.C., Newberry County TMSN 652-3-21

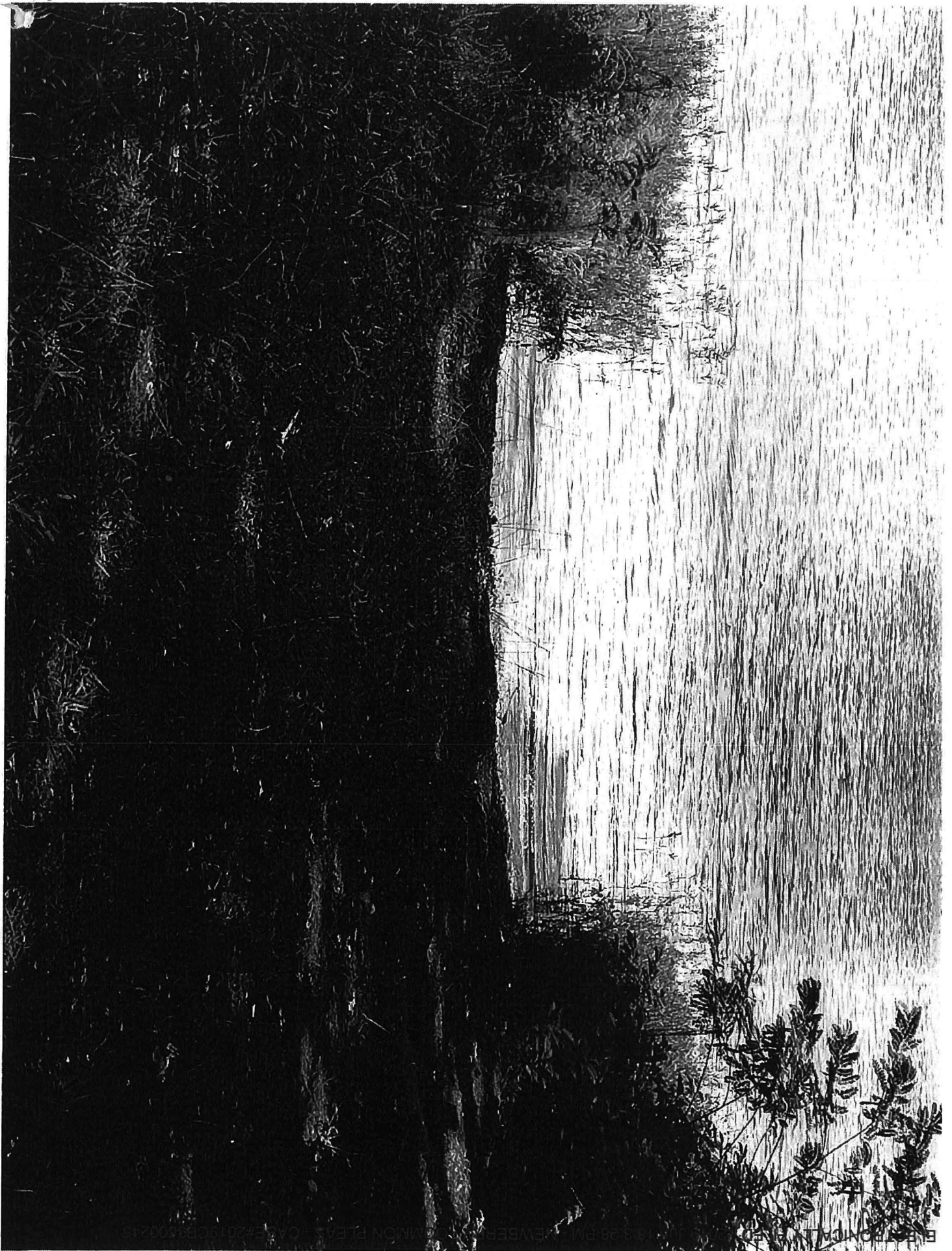
**Abraham and Surveying**  
1323 Kendall Rd., Newberry S.C.  
www.surveyse.com 803.276.9279

**PLAINTIFF'S EXHIBIT**  
Littlejohn



PENGAD 800-631-6989  
*Mr. P. L. Harrison*  
PLAINTIFF'S  
EXHIBIT

ELECTRONICALLY FILED BY JAMES R. BERRY, JR. FOR PLAINTIFF NEWBERRY & COMPANY, INC. - CASE# 2019CP3600245



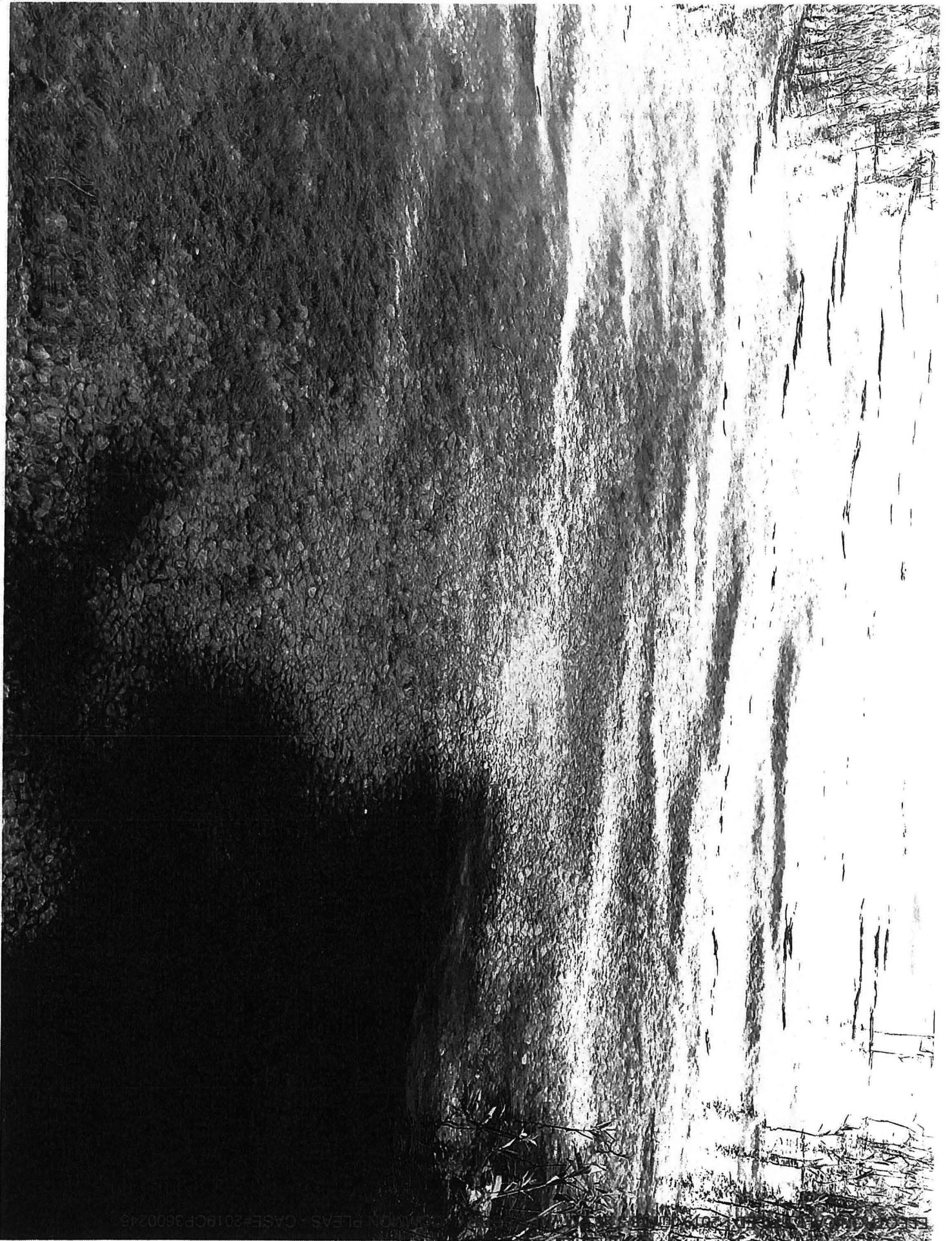


1463

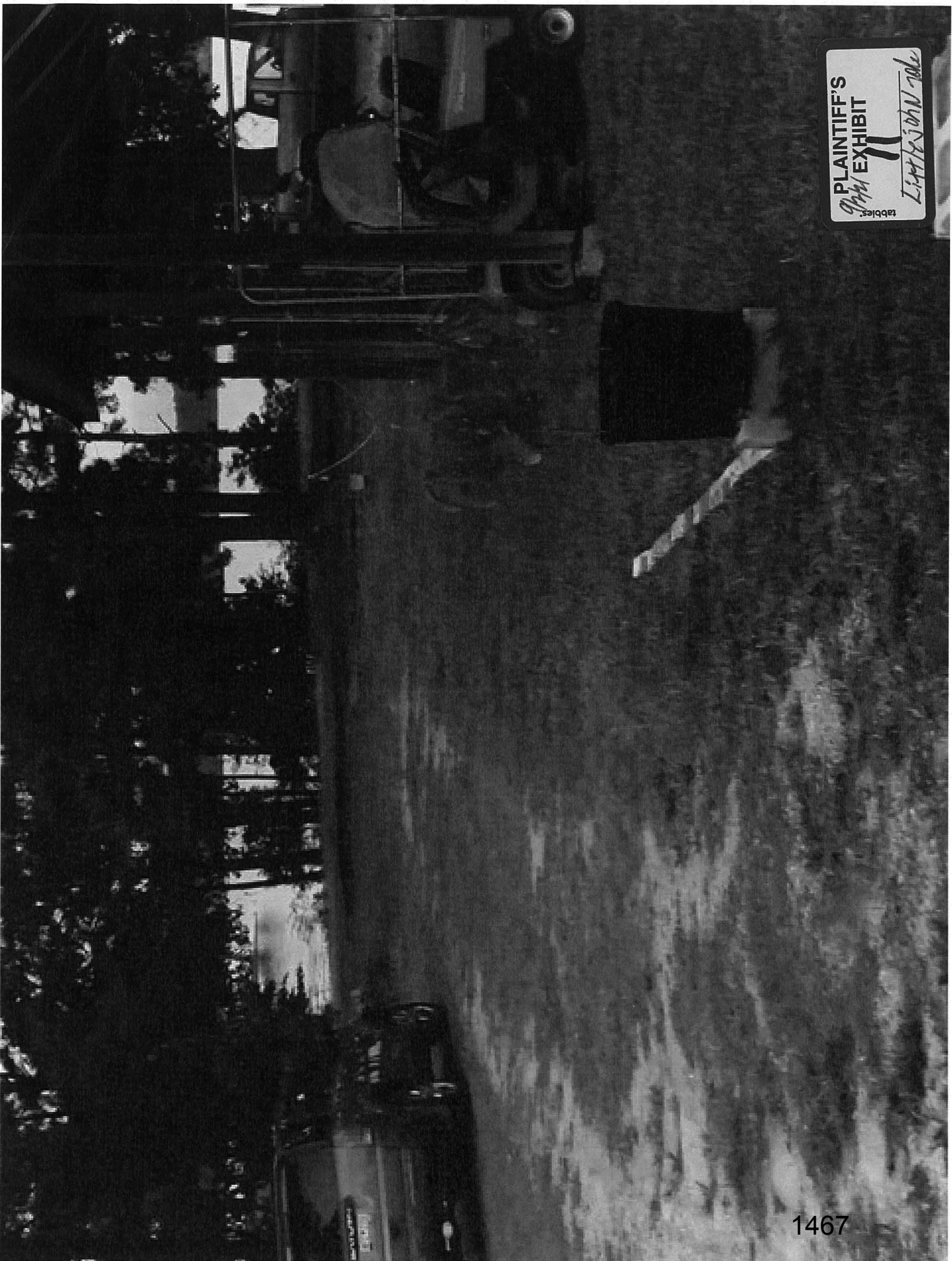




ELECTRON

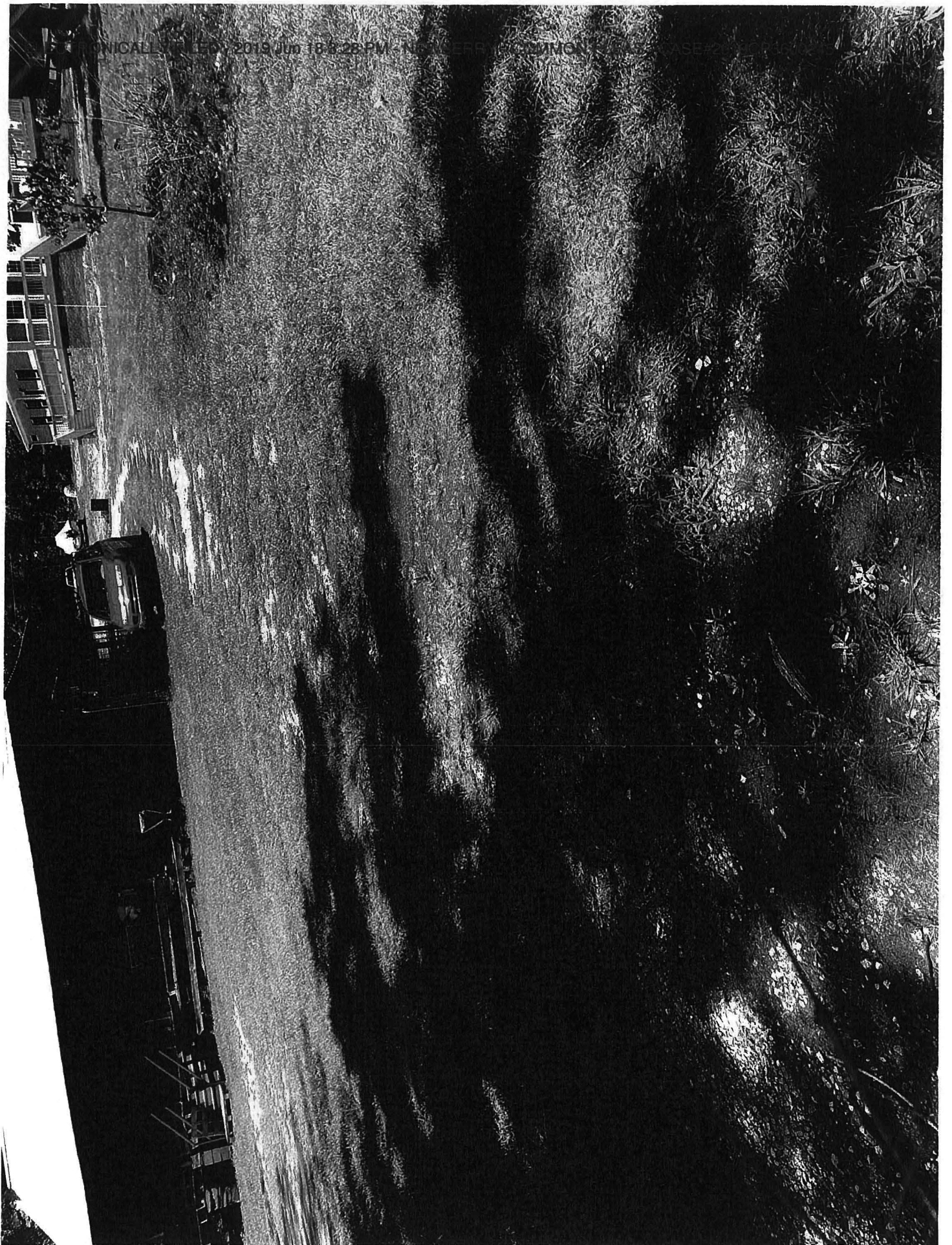


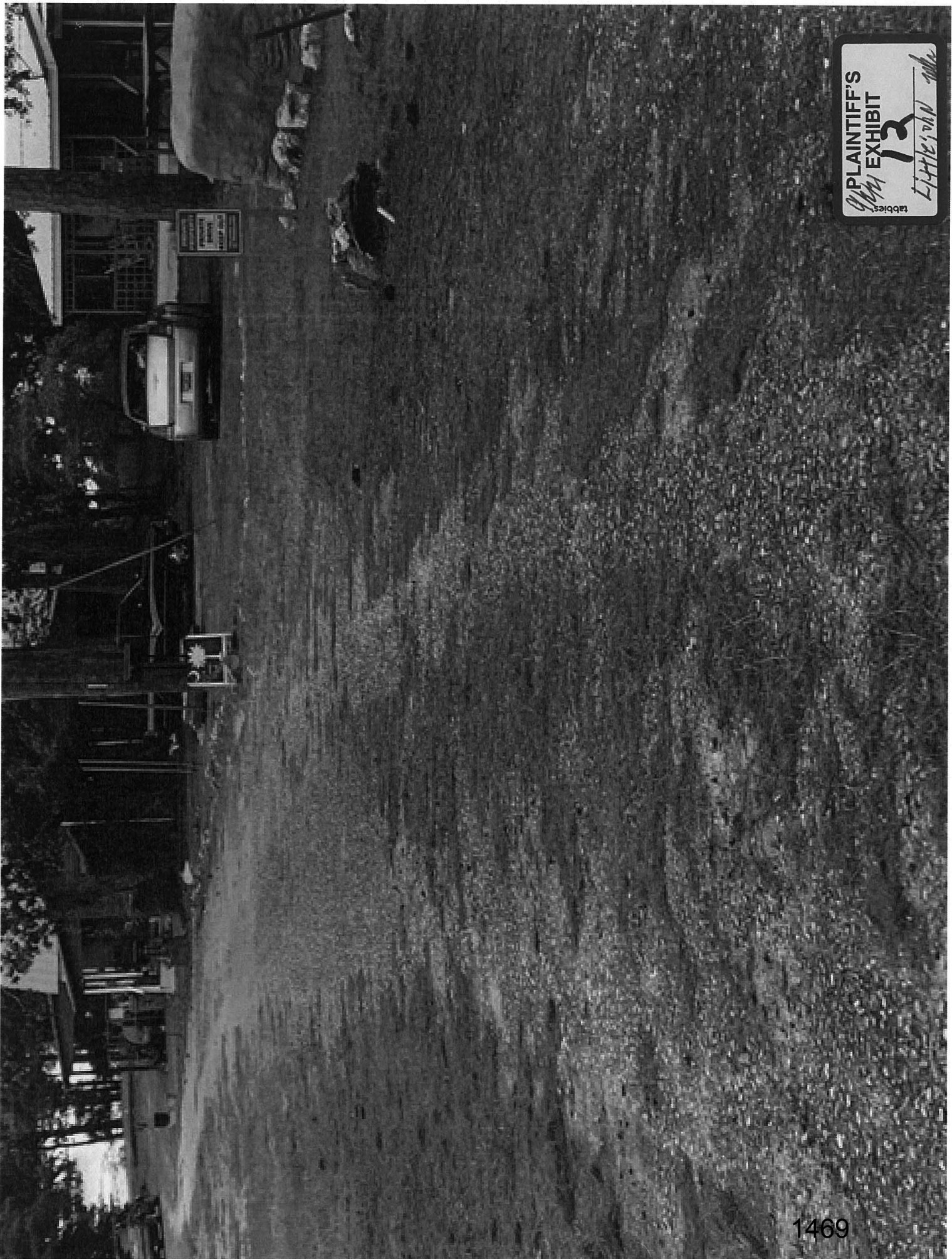
2019CP3600249



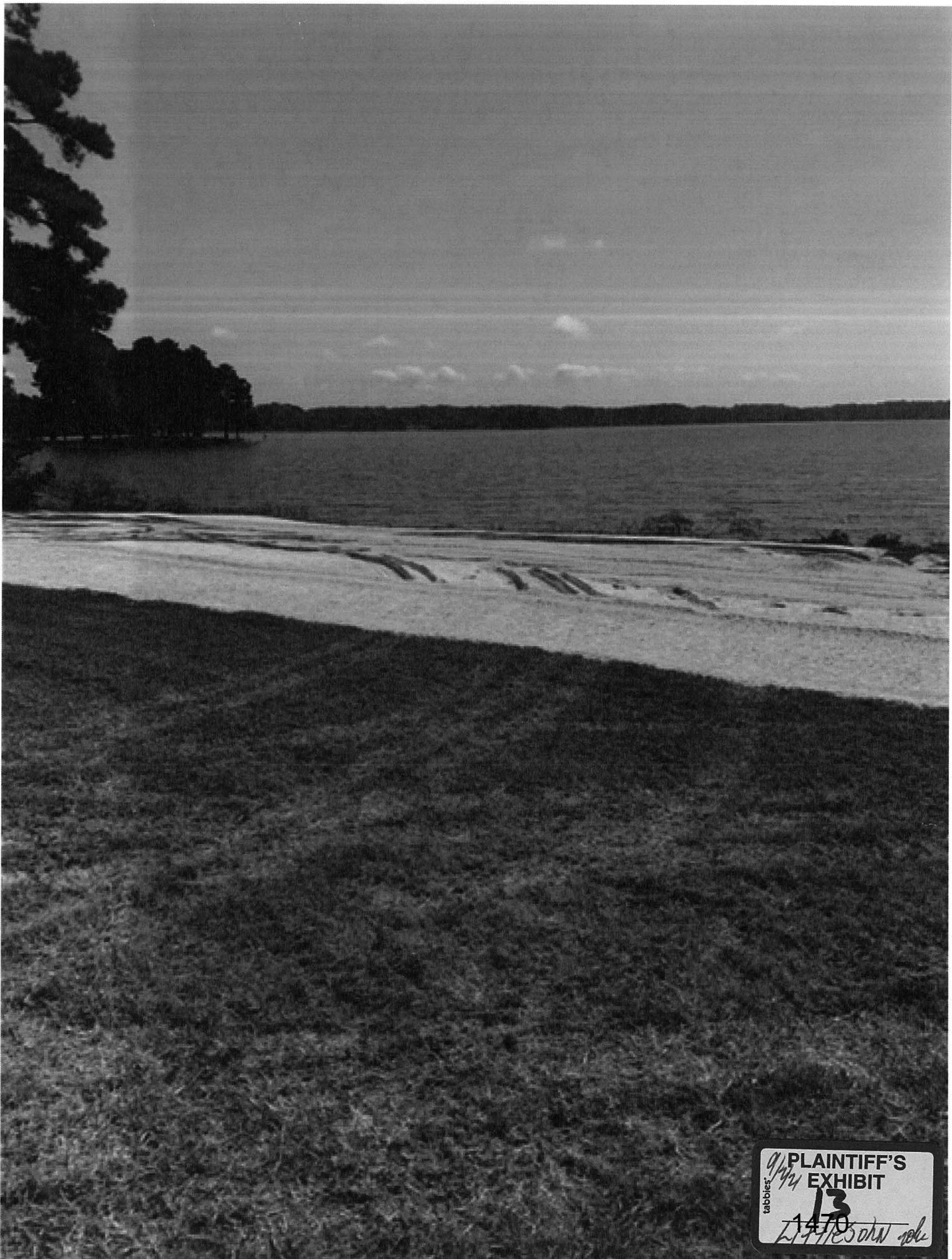
PLAINTIFF'S  
*John*  
EXHIBIT  
*11*  
*Lippert John note*  
tabbles

PHOTOGRAPHED BY: 2019 JUN 18 8:28 PM - NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION





PLAINTIFF'S  
EXHIBIT  
13  
Littlejohn



tabbles' *9/1/24* PLAINTIFF'S EXHIBIT  
**13**  
*1470*  
*L. J. Johnson*

# Exhibit 2



# Newberry County GIS

2018 2013 2008 2002 Themes: **Parcels** Home Help









# **Exhibit 1**



# EXHIBIT B

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

**File No: 17-0534-01 (AMICK)**

**Policy No.: 813064040-213470248**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights of parties in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Any lien, or right to a lien, for labor, services, or material heretofore or hereafter furnished.
4. Taxes for the year 2018 and subsequent years, a lien not yet due and payable.
- 5.
5. Easement(s) to State Rural Electrification Authority or it's successor in interest recorded in Book 45 at Page 277.
6. Easement right-of-way for ingress and egress and regress to James N. Parr, Jr. and Jeffrey W. Chaplin, their heirs and assigns, recorded in Book 316 at Page 267 .
7. Rights of others to use and/or maintain the private roads designated as Lions Club Road, Lions Club Circle and Neptune Lane, all of which abut, traverse or encroach upon the insured premises without a recorded road maintenance agreement.
8. Plat of survey by Thomas D. Abraham SCRLS, dated September 13, 2017 and recorded in the Newberry County ROD in Plat Slide D99 at Page 6 shows:
  - a. 12' Paved Access Road (Lions Club Circle) projects onto the adjacent lot bearing TMS#652-3-10 before accessing the eastern portion of the property;
  - b. Lions Club Circle and Neptune Lane traverse or encroach upon the insurance premises;
  - c. Overhead electric lines encroach upon and traverse the property from east to west and extending to parcels north of the insured premises; and
  - d. Shed in the eastern area of the property projects .37' over the propertyline onto the adjacent lot bearing TMS#652-3-10. located on insured premises.
9. Rights reserved by South Carolina Electric and Gas Company, its predecessors, successors and assigns, to any area of the property located along the waters of Lake Murray formerly a part of the original hydroelectric project designated as Project 516,
10. Subject to the rights of the public and the State of South Carolina, if any, to (1) lands lying below the mean high water mark, (2) lands that have been created by artificial means, (3) riparian rights; and subject also to the rights of the federal government's control over navigable waters, and public rights of access to any navigable waters.

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ALTA Owner's Policy (Schedule B)

AMERICAN  
LAND TITLE  
ASSOCIATION



(17-0534-01 (AMICK).PFD/17-0534-01 (AMICK)/21)

Lisa Smith Closing File\_0076

1479

# Exhibit 2

Lions Club Road Paving

Contributor	Amount	From Rd. to Gate	Beyond Gate	Total
Amick, Ray	\$ 1,000	\$ 1,000		\$ 1,000
Byars, Wick	\$ 1,500	\$ 1,500		\$ 1,500
Gray, Murray	\$ 1,500	\$ 1,125.00	\$ 375.00	\$ 1,500
Jay, Nelda	\$ 500	\$ 375.00	\$ 125.00	\$ 500
McCrackin, Ruth	\$ 1,000	\$ 750.00	\$ 250.00	\$ 1,000
McSwain, Bill & Julia	\$ 2,000	\$ 2,000		\$ 2,000
Parr, Jim	\$ 5,050	\$ 5,050		\$ 5,050
Rice, Joe & Lisa	\$ 9,800	\$ 5,050	\$ 4,750	\$ 9,800
Schumpert, Claude & Missy	\$ 10,550	\$ 5,050	\$ 5,500	\$ 10,550
Sharick, Merle & Cheryl	\$ 5,050	\$ 5,050		\$ 5,050
Stewart, Dave & Susan	\$ 5,050	\$ 5,050		\$ 5,050
	\$ 43,000	\$ 32,000	\$ 11,000	\$ 43,000

(pd \$11,950: \$1,400 to be reimbursed by Sharicks)  
 (pd \$3,650: \$1,400 to be reimbursed to Schumperts)

<b>Total Cost from Rd. to Gate</b>	32000
Miscellaneous Contributions	-6750 (Amick, Byars, Gray, Jay, McCrackin, McSwain)
Balance to be Shared Equally	25250 (Parr, Rice, Schumpert, Sharick, Stewart)
Divide by 5	5050 each
<b>Total Cost Beyond Gate</b>	11000
Miscellaneous Contributions	-750 (Gray, Jay, McCrackin)
Balance to be Shared Equally	10250 (Rice, Schumpert)
Divide by 2	5125

MERLE D SHARICK  
CHERYL J SHARICK

08-01

2650

67-448/539 SC  
708

5/14/10

Date

Pay to the order of Jim Parr \$ 3,650.00  
Three thousand six hundred fifty + no Dollars

Return to Client

Bank of America

ACH R/T 053904483

Memo Road paving

Merle D. Sharick

Security Features Details on Back

SUSAN F STEWART  
DAVID F STEWART

3865

64-22/610  
BRANCH 77271

June 5, 2010

Date

Pay to the Order of Bird Paving \$ 5,050.00  
Five thousand & fifty + no Dollars



WACHOVIA

Wachovia Bank, N.A.  
wachovia.com

For

Susan F Stewart

Security Features Details on Back

NELDA E. JAY

07-69

6781

67-448/539 SC  
402

May 14, 2010

Date

Pay to the order of Bird Paving Company \$ 500.00  
five hundred & no Dollars

Return to Client

Bank of America

ACH R/T 053904483

Memo Lions Club Road paving

Nelda Jay

Security Features Details on Back

JOHN J McSWAIN  
JULIA B McSWAIN

3105

67-776/532  
BRANCH 77454

5/11/10

Date

Pay to the  
Order of

Bird Paving

\$2,000.00

Two thousand and no/100

Dollars



WACHOVIA

Wachovia Bank, N.A. until March 20, 2010  
Wachovia Bank, a division of Wells Fargo Bank, N.A. effective March 20, 2010

For

Road paving

Julia B McSwain

MP

JAMES N PARR JR

111

67-604/539  
BRANCH 142

6/3/10

Date

Pay to the  
Order of Bird Paving

\$550.00

Five hundred and fifty

Dollars



Husband/Client

First Citizens  
First Citizens Bank & Trust Company, Inc.

For

James N Parr Jr

MP

THE MURRAY CO. OF NEWBERRY INC.

005520

5-27-10

67-448/539 SC  
402

Pay To The  
Order of Bird Construction

\$1,500.00

One thousand five hundred & no/100

Dollars



Bank of America

Murray

MP

ELECTRONICALLY FILED - 2019 Jun 14 5:38 PM - NEWBERRY - COMMON PLEAS - CASE#2019CP3600245

Joseph F. or Lisa S. Rice

1ST CITIZENS BANK & TRUST COMPANY, INC.  
CHARLESTON, SC 29401  
67-148/532

1093

5/12/2010

Pay to the  
Order of Bird Paving

\$\*\*9,800.00

Nine Thousand Eight Hundred and 00/100\*\*\*\*\*

Dollars

Bird Paving  
c/o Claude Schumpert

*Lisa S. Rice*

© 2005 INTUIT INC. # 145 1-800-433-8310

ELECTRONICALLY FILED - 2019 Jun 14 5:38 PM

CLAUDE H OR MELISSA B SCHUMPERT

BB&T  
BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com  
67-160/532

1450

6/8/2010

PAY TO THE  
ORDER OF Bird Paving

\$\*\*11,950.00

Eleven Thousand Nine Hundred Fifty and 00/100\*\*\*\*\*

DOLLARS

Bird Paving

MEMO  
Paving Lions Club Road

*Melissa B Schumpert*  
AUTHORIZED SIGNATURE

Details on Back. Security Features Included

NEWBERRY COMMON PLEAS - CASE#2019CP3600245

TRUE CERTIFIED COPY

Lexington County Register of Deeds

By: *Wm. P. Collins*

Deputy Registrar <sup>(TM)</sup>

Date: 5/20/22 No. of pgs. 10 F 1

Newberry, S. C.  
February 7, 1933.

At the regular meeting of the Newberry Lions Club, the following resolution was unanimously adopted by a rising vote of all members present. There being more than a majority of the members present.

Be It Resolved; by the members of the Newberry Lions Club; that the Newberry Lions Club purchase ten acres of land from W. H. Amick. The tract of land being located in Lexington County, South Carolina, on Lake Murray and situated directly behind Macedonia School House, for and at a purchase price of forty dollars per acre.

Be It Further Resolved; that John F. Clarkson, Beal H. Croser and Marvin O. Sumner are hereby duly elected and designated as trustees of said property; they to serve as Trustees until their successors are duly elected by the Newberry Lions Club. That said Trustees are to receive a deed from the said W. H. Amick for the use and benefit of the Newberry Lions Club. That the Trustees are hereby given the right and are empowered to sell to the members of the Newberry Lions Club, lots for building purposes, the deeds from the Trustees to the members shall contain a restriction that the property can not be resold except to a member in good standing of the Newberry Lions Club.

Be It Further Resolved; that the above named Trustees are hereby authorized to borrow an amount not exceeding five hundred dollars for the purpose of paying for the land, building a club house, and making other necessary improvements on the land. And they are further authorized with full power and authority to execute and deliver a note or notes to the amount so borrowed and to execute and deliver a mortgage or mortgages over said property to secure said indebtedness and to perform any and all acts and things necessary or incident thereto. That each member of the Newberry Lions Club shall be assessed fifty cents per month for the re-payment of said loan.

Be It Further Resolved; that the above named Trustees shall have control of said property and are hereby authorized to enforce any and all rules that may be duly passed by the Newberry Lions Club.

State of South Carolina, County of Newberry.

Personally appeared E. H. Lipecomb, Jr., who, being duly sworn says, that he is the Secretary of the Newberry Lions Club. That the above resolution is a true and correct copy of a resolution passed by the Newberry Lions Club at their regular meeting on Tuesday, February 7, 1933.

Sworn to before me, this the 16th day of February, 1933.

*E. H. Lipecomb, Jr.*  
Secretary of the Newberry Lions Club

*E. H. Lipecomb, Jr.*  
Secretary

Recorded Feb. 18, 1933 - 4:00 P.M. - *Ed. H. Lipecomb*  
*E. H. Lipecomb, Jr.*

DEFENDANT'S EXHIBIT  
1

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM NEWBERRY COUNTY  
In The Court of Common Pleas for the Eighth Circuit

J. Mark Hayes, II, Circuit Court Judge  
Trial Court Case No. 2018CP3600089, 2019CP3600245

Appellate Case No. 2025-000497

Lisa Summer Rice and Joseph F. Rice.....Appellants,

v.

Newberry Lions Club and Betty S. Amick, as Personal  
Representative of the Estate of C. Ray Amick.....Respondents,

AND

A. Murray Gray, Claude H. Schumpert, and Melissa B.  
Schumpert.....Appellants,

v.

Betty S. Amick, as Personal Representative of the Estate  
of C. Ray Amick, and Cheryl Littlejohn.....Respondents.

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that this Record on Appeal complies with Rule 210(g), SCACR.

**POPE PARKER JENKINS, P.A.**

s/Thomas H. Pope III  
Thomas H. Pope III  
P.O. Box 190  
Newberry, South Carolina 29108  
Phone: (803) 276-2532 – Fax: (803) 276-8684  
tom@ppjlaw.com  
Attorneys for Appellants Lisa Summer Rice  
and Joseph F. Rice

April 15, 2026