THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM SALUDA COUNTY
Court of Common Pleas
Walton J. McLeod, Circuit Court Judge

Case No.: 2021-CP-41-00032
Appellate Case No.: 2025-001669

Jan H. Bryan..Appellant,

v.

Saluda County, Saluda County Council, Donald E. Hancock in his official capacity as Chairman of Saluda County Council, Rhonda W. Browning, and First Community Bank ..... Defendants,

of which Saluda County, Saluda County Council, and Rhonda W. Browing .... Respondents.

FINAL BRIEF OF RESPONDENTS SALUDA COUNTY AND SALUDA COUNTY COUNCIL

Virgina P. Bozeman, (S.C. Bar No.: 104939)
Pope Flynn, LLC
1411 Gervais St., Suite 300
Columbia, South Carolina 29201
Phone: (803) 354-4947
Fax: (803) 354-4899

Date: May 19, 2026
Columbia, South Carolina

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STATEMENT OF THE ISSUES

1. Did the Trial Court err in not declaring the property in dispute to be a public road?
2. Did the Trial Court err in failing to declare the quit claim deed from the County to Browning void or ineffectual?
3. Did the Trial Court err in its ruling regarding the owner of the property in dispute?

STATEMENT OF THE CASE

Respondents, Saluda County, South Carolina and Saluda County Council (collectively, the "County"), agree to the accuracy of the history of the proceedings included in the Statement of the Case submitted by Appellant, Jan H. Bryan (the "Appellant" or "Bryan").

STANDARD OF REVIEW

The County agrees this case sounds in equity, so after giving deference to the findings of the trial judge, who is in a better position to assess the credibility of witnesses, this Court may make findings based on its view of the preponderance of the evidence. *Ingram v. Kasey's Assocs.*, 340 S.C. 98, 105, 531 S.E.2d 287, 290-91 (2000).

STATEMENT OF FACTS

This lawsuit arose as the result of a boundary dispute between neighbors. The Appellant and Browning own neighboring real estate in Lake Murray Shores, a residential subdivision in Saluda County, South Carolina. (R. pp. 37-43). The Appellant alleges a public county road, referred to for the purpose of litigation as "Moonlight Drive Extension," runs between her parcel and Browning's parcel, ending once it reaches the Lake Murray shoreline. (R. pp. 37-43). In her Complaint, the Appellant asked for a declaration that this strip of land is a public road, requested the statutory closure of this road, and asked that half of the road be deeded in fee simple to her. (R. pp. 37-43). In addition, the Appellant asked that a quit claim deed from the County to Browning,

conveying whatever interest the County had in a small portion of this strip of land to Browning, be voided. (R. pp. 37-43).

The bench trial of this matter went forward on December 10, 2024. (R. p. 418). In support of her case, the Appellant relied on her own testimony, in addition to the testimony of Ronald G. Anderson, Wiley Ben Easton, Amanda Rowe, and Tripp Bryan. (R. pp. 425-565). Mr. Anderson, the first witness, testified that approximately fifty years ago, there was a barbeque pit on Moonlight Drive Extension, and he would drive his golf cart on the property. (R. p. 426, line 4-p. 428, line 18). While present, Mr. Anderson never saw anyone conducting road maintenance along Moonlight Drive Extension. (R. p. 431, line 23-p. 432, line 1).

Mr. Easton testified next. (R. p. 441, line 10-p. 454, line 20). Per Mr. Easton, his parents previously owned the house now owned by the Appellant. (R. p. 442, line-p. 443, line 23). Mr. Easton testified that he thought there was an old public road bordering the property line that was overgrown by the time his parents owned the house. (R. p. 444, line 2-p. 445, line 1). His father cleared the area, and people began loitering on it and leaving trash behind. (R. p. 445, lines 2-20). Due to the nuisance, his father had the road closed by a Saluda County court and placed a chain across the closed road to prevent public access. (R. p. 445, line 14-p. 446, line 2; p. 452, lines 7-16). That area was solely maintained by his father. (R. p. 451, line 23-p. 452, line 35).

The Appellant then testified that at the time she purchased the property at issue, the real estate agent told her a public road once bordered the property, but it had been closed by the prior owner, so the County no longer maintained it. (R. p. 459, lines 17-25; p. 475, line 24-p.476, line 4). The Appellant and her family put a boat and barbeque pit in the area. (R. p. 461, line 13-p. 463, line 11; p. 468, lines 11-15; p. 476, lines 5-11). The Appellant confirmed that since her purchase

of the property, the County has never maintained the area bordering her property. (R. p. 459, line 22-p. 460, line 2; p. 476, lines 12-14; p. 477, lines 20-24).

The Appellant next called Amanda Rowe, an employee of the Saluda County Roads and Bridges Department ("Roads and Bridges"), as a witness. (R. p. 480, lines 11-12; p. 481, lines 2-7). Ms. Rowe testified that the County's public road system contains 380 miles of road, and the area identified as Moonlight Drive Extension is not and has never been part of that public road system. (R. p. 481, lines 22-23; p. 499, line 19-p. 500, line 6; p. 503, lines 10-21; p. 505, line 16-p. 506, line 11; p. 512, line 21-p. 513, line 3). To confirm Moonlight Drive Extension is not and has never been a public county road, Ms. Rowe reviewed the maintenance records kept by her office, the County department tasked with road maintenance, and did not locate any records documenting maintenance of the area referred to as Moonlight Drive Extension. (R. p. 499, lines 19-22; p. 502, line 22-p. 503, line 3; p. 505, line 16-506, line 3; p. 507, line 23-p. 508, line 6; p. 512, line 21-p. 513, line 3). The County does not have road maintenance records pre-dating 2007, so Ms. Rowe also spoke with two long-term employees of Roads and Bridges, one who has been with the County since 1983 and the other since 1986, regarding Moonlight Drive Extension. (R. p. 488, lines 15-18; p. 499, line 23-p. 500, line 1; p, 501, lines 23-p. 502, line 10; p. 507, line 23-p. 508, line 6; p. 706, line 24-p. 707, line 21). Neither employee remembers the County treating Moonlight Drive Extension as a part of the county road system through maintenance or otherwise. *Id.*

Per Ms. Rowe, the County is tasked with maintaining roads that are part of its public road system. (R. p. 64, lines 20-21). Had Moonlight Drive Extension been a public county road, it would have been maintained by Roads and Bridges. (R. p. 512, line 21-p. 513, line 3). Moreover, had Moonlight Drive Extension been a public county road, Mr. Easton would not have been permitted

to block public access by putting a chain across the road. (R. p. 85, line p. 86, line 3). Likewise, Ms. Bryan would not have been permitted to obstruct the road by putting a boat and barbeque pit in the area. *Id.*

Ms. Rowe testified that the County does not own the roads that are part of its public road system. (R. p. 497, line 25-p. 498, line 3; p. 498, lines 8-16; p. 506, lines 13-17). Rather, they are maintained as an easement for public right-of-way. (R. p. 498, lines 4-10). The property developer typically maintains ownership of the underlying dirt. (R. p. 497, line 25-p. 498, line 16; p. 504, line 25-p. 505, line 15). With respect to the 30-foot strip of land subject to the Browning Quit Claim Deed, Ms. Rowe confirmed that area was not a part of the County's public road system at the time of conveyance or otherwise. (R. p. 505, line 22-p. 506, line 12; p. 512, line 21-p. 513, line 3). Instead, it was a private right-of-way used by Browning to access her home. (R. p. 491, line 25-p. 492, line 15; p. 501, lines 1-4; p. 503, line 22-p. 504, line 11; p. 506, line 25-p. 507, line 12).

Tripp Bryan, Bryan's son, testified as the Appellant's final witness. (R. p. 514, line 10-p. 564, line 12). Mr. Bryan confirmed his family maintains Moonlight Drive Extension, not the County, and since their ownership of the property, the County has never maintained Moonlight Drive Extension. (R. p. 546, lines 3-25; p. 555, line 5-p. 557, line 16; p. 559, line 25-p. 560, line 8). Mr. Bryan testified that he once spoke with Billie Ray Corley, former director of Roads and Bridges, about purchasing Moonlight Drive Extension. (R. p. 516, lines 5-24). Mr. Corley told him the strip of land he wanted to purchase was an old public road and could not be purchased. *Id.* Despite being generally aware of the judicial road closure process available under the Road Closure Statute, Mr. Bryan did not file a petition seeking the closure of Moonlight Drive Extension. (R. p. 558, line 6-p. 559, line 24). Following Mr. Bryan's testimony, the Appellant rested.

Browning then called Gene L. Dinkins, PE, PLS, a professional land surveyor, as a witness. (R. p. 565, line 21-p. 596, line 14). Mr. Dinkins testified as to the chain-of-title and indicated most of the area identified by Plaintiff as Moonlight Drive Extension is known as "fringe property," not a public road. (R. p. 575, line 9-p. 582, line 11; p. 583, line 11-p. 585, line 9). South Carolina Electric & Gas Company ("SCE&G") owned this fringe property at the time the 1950 Plat was recorded and created, and due to this fringe property, none of the roads depicted in the 1950 Plat ran all the way to the lake. (R. p. 575, line 25-p. 578, line 2; p. 581, line 14-p. 582, line 13; p. 585, lines 5-10). Over time, SCE&G sold this fringe property to bordering landowners. (R. p. 586, line 17-p. 587, line 4).

Browning testified as the final live witness. (R. p. 597, line 10-p. 627, line 9). Browning purchased the property in August 2007 and originally accessed it by driving across the land of a neighboring property owner, who subsequently sold the property. (R. p. 599, line 4-p. 600, line 17). The new owner no longer allowed Browning to use the property to access her home, so she called Mr. Corley with Roads and Bridges to see if she could clear an overgrown area along her property boundary and use it to access her property instead. (R. p. 600, line 18-p. 602, line 8). Mr. Corley indicated it was not County property, so she hired a tree company to clear the area and began to use it to access her home (R. p. 601, line 3-p. 602, line 14). Browning testified that the County did not maintain the area at the time she cleared it and has not maintained it since. (R. p. 601, line 3-p. 602, line 17; p. 608, line 2-p. 609, line 25).

The Bryans later hired legal counsel, who complained about Browning's use of the area for property access. (R. p. 610, line 9-612, line 2). Mr. Corley then sent Browning a letter dated July 10, 2014, indicating he and members of the road committee visited the site and recommend that she begin the process of closing the road. (R. p. 610, line 9-612, line 2; p. 807). At that point, Browning

secured legal counsel to assist. (R. p. 612, lines 3-19). Relying on the advice of that counsel, Browning eventually received the Browning Quit Claim Deed dated September 15, 2015, entered as Joint Exhibit 7. (R. p. 612, lines 20-25).

In addition to Ms. Rowe, who testified as part of the Appellants case-in-chief, the County relied on the deposition testimony of Billie Ray Corley, who was unavailable due to his death on September 5, 2022. (R. p. 513). When deposed, Mr. Corley testified that he was the superintendent of Roads and Bridges from March of 1999 until October of 2020. (R. p. 674, lines 14-18). Mr. Corley testified that the County has never maintained Moonlight Drive Extension or considered it part of the county road system. (R. p. 693, lines 11-24; p. 694, line 24-p. 695, line 13; p. 701, lines 14-20). The Roads and Bridges Department does not have a record of maintenance done on the 30-foot portion of Moonlight Drive Extension conveyed via the Browning Quit Claim Deed, and he does not remember the County ever maintaining that 30-foot portion of Moonlight Drive Extension. (R. p. 701, line 21-p. 702, line 10; p. 707, line 22-p. 708, line 11). He has spoken with Roads and Bridges employees that have been in the department since 1986 or so, and they likewise do not remember the County maintaining Moonlight Drive Extension. (R. p. 706, line 24-p. 707, line 21). It simply was not considered to be part of a public county road or the overall system of county roads. (R. p. 707, line 22-p. 708, line 12). The County rested. (R. p. 628). All parties waived closing arguments. (R. pp. 628-629).

After taking the matter under advisement, the Trial Court denied the Appellant's request for a declaration that Moonlight Drive Extension is a public road. (R. pp. 18-31). The Trial Court additionally held that Browning owns fee simple title to the .72-acre tract conveyed to her in 2007, shown on the Weed, Cox & Dinkins and Whetstone Plats. (R. p. 34).

ARGUMENT

I. THE TRIAL COURT PROPERLY DENIED BRYAN'S REQUEST THAT IT DECLARE MOONLIGHT LANE EXTENSION A PUBLIC COUNTY ROAD.

The Appellant asserts the trial court should have found Moonlight Drive Extension to be a public county road and required its closure using the procedures set forth in Sections 57-9-10 through 57-9-40 of the Code of Laws of South Carolina 1976, as amended (the "Road Closure Statute"), which allows "[a]ny interested person, the State or any of its political subdivisions or agencies" to "petition a court of competent jurisdiction to abandon or close any street, road or highway whether opened or not." S.C. Code Ann. § 57-9-10. However, this statute does not apply unless the area in question is, indeed, a public road. *Id.* Here, Bryan failed to present sufficient evidence that the purported road has been dedicated and accepted as such, so her claim fails.

It is well-established that public road dedication requires two elements. *Mack v. Edens*, 320 S.C. 236, 239, 464 S.E.2d 124, 126 (1995). "First, the owner must express in a positive and unmistakable manner the intention to dedicate his property to public use. Second, there must be, within a reasonable time, an express or implied public acceptance of the property offered for dedication." *Id.* (citation omitted). The party claiming dedication and acceptance has the burden of proving it. *Id.*

The intent to dedicate may be express or implied by conduct on the part of the landowner that clearly, convincingly, and unequivocally indicates his or her intent to create a right to the public to use the property in question adversely to the owner. *Boyd v. Hyatt*, 294 S.C. 360, 364, 364 S.E.2d 478, 480 (Ct. App. 1988). "South Carolina law recognizes two types of implied dedication— 'one where the question of implied dedication arises from the sale of land with reference to maps or plats; the other when the dedication arises . . . from an abandonment to or acquiescence in public use.'" *Vick v. S.C. Dep't of Transp.*, 347 S.C. 470, 477, 556 S.E.2d 693, 697

(Ct. App. 2001). "Only the owner of a fee simple interest can make a dedication." *Hoogenboom v. City of Beaufort*, 315 S.C. 306, 316, 433 S.E.2d 875, 883 (Ct. App. 1992).

Once it has been shown by clear and unequivocal evidence that the landowner intended the land be dedicated, "[t]o have a completed dedication, there must be some form of acceptance of the offer to dedicate." *Tupper v. Dorchester Cty.*, 326 S.C. 318, 326, 487 S.E.2d 187, 192 (1997). Maintenance of a road by a public entity may be considered evidence of acceptance of an implied dedication. *County of Darlington v. Perkins*, 269 S.C. 572, 575, 239 S.E.2d 69, 70 (1977). Such maintenance can include filling potholes, spraying for mosquitoes, and removal of trees following storm damage. *Milton P. Demetre Family L.P. v. Beckmann,* No. 2009-UP-029, 2009 S.C. Unpub. LEXIS 33 * 9 (Ct. App. January 14, 2009). "It is the duty of the fact finder to determine whether or not the public dedication has been accepted." *McAllister v. Smiley*, 301 S.C. 10, 389 S.E.2d 857 (1990).

The Appellant failed to meet her burden of proof at trial. The Appellant relies on the recorded 1950 Plat as evidence that Moonlight Drive Extension was dedicated and accepted as a public road. (R. pp. 37-39). Alternatively, she relies on a WHEREAS clause in the deed from the County to Browning and the approving ordinance, which merely states, "WHEREAS, at one time in its history Saluda County had maintained Moonlight Drive Extension but has not maintained it in recent years" as evidence of acceptance through maintenance. (R. pp. 645-647). Neither is sufficient to prove by a preponderance of evidence that Moonlight Drive Extension is currently a public road in need of closure.

A. <u>No "Road" Extending to Lake</u>

When analyzing the proof at trial in its entirety, it is clear the Appellant relied on nothing more than faded memories and hearsay when attempting to prove the existence of a public road

running along her property line to Lake Murray in need of closure. Importantly, Gene L. Dinkins, PE, PLS, a professional land surveyor, testified that he surveyed the Browning property in 1987 for George and Camilla Doss, who owned the property prior to Browning. (R. pp. 567-569). This survey does not depict a road or other strip of land running along the property to the lake. (R. pp. 568; 574-575). Had there been evidence of one, he would have included it on the survey. (R. pp. 574-575).

Mr. Dinkins additionally testified regarding chain-of-title. (R. pp. 567-596). When doing so, he explained the concept of "fringe land" and its impact on the property Browning currently owns. (R. pp. 575-582). Mr. Dinkins described "fringe land" as the land surrounding the 360-foot contour line of Lake Murray that had originally been part of the property purchased by the electric company that constructed the lake to ensure it acquired enough property to accommodate the lake's inundation. (R. pp. 575-582). Eventually, portions of this property were sold to adjoining landowners, including a prior owner of the Browning property. (R. pp. 567-574). This occurred after the 1950 Plat was recorded. (R. pp. 567-574).

At trial, Mr. Dinkins showed the part of the Browning property that had previously been fringe land by drawing a dotted line on Joint Exhibit 23. (R. pp. 583-584, 777). Mr. Dinkins identified the portion of the Browning property between the dotted line and Lake Murray as fringe land. (R. pp. 576-580, 583-584, 777). Mr. Dinkins identified the portion of the property below the dotted line as the only portion of Browning's property that would have been included on the 1950 Subdivision Plat. (R. pp. 576-580, 583-584, 777). None of the roads depicted on the 1950 Plat would have been placed over fringe land, as that property had not been sold and developed yet. (R. pp. 576-584). Thus, it is not possible for the road spanning the length of Browning's property, all

the way to the lake, that the Appellant sought to have declared a public road and closed to have ever existed.

B. Thirty Foot Strip of Land

The Appellant named the County in this suit due to the issuance of a quit claim deed to Browning, dated September 21, 2015, conveying:

> That certain 30-foot road being an extension of Moonlight Drive formerly Greenwood Street, located in Lake Murray Shores, Section 1, County of Saluda, State of South Carolina and bounded generally now or formerly, on the West by lot of Jan H. Bryan, being known as Saluda County Tax Map. No. 206-26-01-079 on the South where it dead ends into the lot of Rhonda W. Browning; on the East by the lot of Rhonda W. Browning and by lot of Barbara Blymyer, Trustee, being known as Saluda County Tax Man. No. 206-26-01-334; and on the North by the remaining portion of Moon Light Drive.

(R. pp. 645-647).

This is a 30-foot strip of land used by Browning as a driveway, not the "road" extending to Lake Murry described by the Appellant. (R. pp. 534, 599-602). Per Browning, this strip of land was severely overgrown at the time she purchased the property, and she eventually had to clear this strip of land herself so that she could access her home. (R. pp. 599-602). Browning has never known the County to maintain the area. (R. pp. 602, 608-609).

Per Amanda Rowe, Assistant to the Superintendent of the County Roads and Bridges Department, and Billie Corley, Superintendent of Couty Roads and Bridges at the time in question, the strip of land was not part of the County road system at the time of its conveyance to Browning. (R. pp. 506-507, 512-513). The maintenance records kept in the County Roads and Bridges Department do not indicate the strip of land has ever been part of the County's road system. (R. pp. 481, 499-500, 506, 676-680, 683-685, 706-708). Likewise, longtime Roads and Bridges employees do not remember the strip of land ever being maintained by the County. (R. pp. 499-502, 706-708).

Mr. Corley and Ms. Rowe both testified that had the strip of land been part of the County's road system, it would have been maintained by the County. (R. pp. 497-506, 676-680, 683-685, 704-708). However, not a single trial witness remembered a time when the County maintained the strip of land or any other portion of the "road" the Appellant claims existed. Quite tellingly, all of the Appellant's witnesses, including Bryan herself, confirmed they had never observed the County maintaining the area. (R. pp. 431-432, 452, 474, 477, 499-506, 508, 512-513, 556-560). Instead, Mr. Easton remembered his father blocking public access to some part of the purported roadway with a chain, and Bryan indicated a boat and a barbeque pit had once been kept on the "road" they now seek to close, acts Ms. Rowe indicates could not have occurred if the area had been part of the County road system. (R. pp. 445, 502-503).

The Appellant simply did not meet her burden of proving this 30-foot strip of land was ever part of the County road system. Based on the proof submitted at trial, after affording deference to the Trial Court's assessment of the testimony rendered at trial, the Trial Court properly denied the Appellant's claims.

C. <u>Corbin v. Cherokee Realty Company</u>

The Appellant's continued reliance on *Corbin v. Cherokee Realty Co.*, 91 S.E.2d 542, 229 S.C. 16 (1956) as support for her theory that if part of a road is accepted into a county road system for maintenance, then the entire road has been accepted, is wholly without merit. The Appellant misconstrues *Corbin* and its precedential value on this case. In *Corbin*, our Supreme Court cited legal principles, as dicta, indicating that when a governmental entity only partially accepts the roads dedicated on a subdivision plat into its public road system, a developer maintaining ownership of the dirt on which the right-of ways, whether accepted or not, sit cannot deny the purchasers of lots in the subdivision a right-of-way over the unaccepted roads. *Id.* at 24, 229 S.C. at 546. Those

unaccepted roads must be held open for public use, presumably as privately owned and maintained roads or as common areas. *Id.* Ultimately, those principles did not apply to the relief sought by Corbin or to the holding of the Supreme Court. *Id.* at 28, 229 S.C. at 548.

To explain, Corbin owned property abutting an unopened road in a subdivision. *Id.* After learning the City of Greenville intended to open that road for public use, Corbin demanded that the public use of the strip of land be limited to sidewalk and beautification purposes per the specifications of the original subdivision plat. *Id.* at 28, 229 S.C. at 548. However, the City's right to the strip of land adjacent to Corbin's property was not based on its dedication as a public thoroughfare in the original subdivision plat. *Id.* It was based on the City's acquisition of the property in a condemnation proceeding filed after the recording of the plat, making any dedication or acceptance that occurred by virtue of the plat inapplicable. *Id.*

Corbin is inapposite to the facts before this Court. To the extent the principles cited in dicta apply to the current situation, they at most support a conclusion that any portion of Moonlight Drive Extension dedicated on the 1950 Plat as a public thoroughfare, thus not comprised of fringe land, continues to be privately-owned land held open for public purposes *by the developer*, a.k.a. a private road. The Road Closure Statute applies only to public roads.

D. <u>Estoppel</u>

The Appellant raises her estoppel argument for the first time on appeal, so it has been waived. *Herron v. Century BMW*, 395 S.C. 461, 465, 719 S.E.2d 640, 642 (2011). Alternatively, the Appellant's theory that the County is estopped from presenting evidence that it has no records indicating the County has ever maintained Moonlight Drive Extension or accepted it into its system of public roads is nothing more than an attempt to distract this Court from the lack of proof in the record supporting her claims. A WHEREAS clause in a deed and authorizing ordinance that is not

based on a single fact or piece of evidence capable of production at trial is not proof, nor is it an indication that the County, who worked with Bryan and Browning for years to help resolve the issue, has continually changed its position. Likewise, the Appellant has not shown it detrimentally relied on a contrary position taken by the County. If at any point the Appellant desired to have the area she considered to be a public road closed, she had the ability to file a petition for road closure utilizing the Road Closure Statute and has never done so. (R. pp. 546-559).

In support of her estoppel argument, the Appellant relies on *Thompson v. Hammond*, 299 S.C. 116, 382 S.E.2d 900 (1989), a South Carolina Supreme Court decision that is inapplicable to the facts before this Court. In *Thompson*, the plaintiff sought to close a public road using the procedure set forth in the Road Closure Statute. *Id.* at 117, 382 S.E.2d at 901. In advance of the road closure hearing, one of the interested landowners learned of the pending closure, obtained signatures of other citizens opposed to the closure, and contacted a Horry County Council representative regarding his opposition and the petition. *Id.* at 117-18, 382 S.E.2d at 902. The Horry County Council later voted to oppose the closing of the road and directed the County Attorney to proceed as necessary and notified the landowners of its position. *Id.* at 118, 382 S.E.2d at 902. About three months later, in a vote taken at a late-night executive, nonpublic session, the Horry County Council voted to change its position and not oppose the road closure. *Id.* The vote occurred two days before the road closure hearing, and neither the petitioner nor the landowners that signed his petition were informed that the Horry County Council changed its position. *Id.*

As directed by the Horry County Council, the county attorney appeared at the road closure hearing and announced that Horry County did not oppose the request. *Id.* Based in part on the lack of opposition, the trial court entered an order closing the road. *Id.* None of the objecting landowners were present for the hearing because they thought Horry County was opposing the request. *Id.*

Once the objecting landowners found out what happened, the objecting landowners and Horry County filed Rule 60(b), SCRCP, motions to set aside the road closure order due to mistake, inadvertence, surprise, and/or excusable neglect. *Id.* With respect to Horry County, the Supreme Court agreed with the trial court's decision that Horry County was bound by its attorney's position at the hearing because Horry County directed its attorney not to oppose the road closure request. *Id.* Thus, Horry County could not establish the mistake, inadvertence, surprise, and/or excusable neglect necessary to obtain relief from the order.

Here, the County has taken a consistent position throughout the course of litigation. The Appellant and Browning sporadically communicated with the County for over a decade regarding the thirty-foot strip of land. At no point did the Appellant detrimentally change her position in response to any statement or other action taken by the County. Had the Appellant desired to initiate a road closure action, she had the ability to do so, particularly if at some point in time she was told the area in question was a public road. The Appellant instead decided to wait a decade to take action. The doctrine of estoppel (as asserted by the Appellant) does not apply to the facts before this Court, and the Appellant's arguments to the contrary should be disregarded.

E. Failure to Meet Burden of Proof

At trial the Appellant failed to prove by a preponderance of the evidence that the County expressly or impliedly accepted any portion of the strip of land referred to as Moonlight Drive Extension into its public road system through maintenance or otherwise. The maintenance of Moonlight Lane, formerly known as Greenwood Street, a street that is undisputedly part of the County's public road system, is not evidence that Moonlight Drive Extension was also accepted, and the Appellant has never pointed to controlling law or material evidence from which a different conclusion can be drawn. The facts at issue here point to only one reasonable conclusion – the

County never accepted Moonlight Drive Extension into its public road system through maintenance or another overt act. Thus, the Trial Court's denial of the requested declaration must be affirmed.

II. THE TRIAL COURT PROPERLY DENIED BRYAN'S REQUEST THAT IT VOID THE QUIT CLAIM DEED TO BROWNING.

The Appellant additionally asked the Trial Court for a declaration voiding the County's quit claim deed to Browning because it lacked authority to transfer title. This argument is also without merit. State and local laws require that county governments sell and lease real property with the approval of an ordinance passed after three readings and a public hearing. S.C. Code Ann. § 4-9-130; Saluda County Code § 2-58 (mimicking the language of Section 4-9-130). The ordinance authorizing the quit claim deed to Browning had readings July 13, 2015, August 10, 2015, and September 14, 2015. (R. p. 778). A public hearing on the ordinance was also held September 14, 2015. (R. p. 778). This ordinance gave the County the authority to execute the quit claim deed. (p. 778).

Moreover, despite the Appellant's arguments to the contrary, the Road Closure Statute does not deprive the County of legal authority to execute a quit claim deed like the one to Browning. The Road Closure Statute "shall not be construed to repeal any other provision of law but shall be cumulative thereto." S.C. Code Ann. § 57-9-40. Section 57-17-10 of the Code of Laws of South Carolina 1976, as amended, originally enacted in 1962, gives the County discretion as to the manner in which it chooses to open, close, or relocate public roads, stating in pertinent part, "[t]he county supervisor and the governing body of the county may order the . . . discontinue[ance of] such roads as shall be found useless." To the extent Moonlight Drive Extension was ever a public road, the County exercised the discretion available to it pursuant to this statute when executing the deed to Browning and enacting the associated ordinance, and this decision cannot be disturbed on

appeal. *See DeTreville v. Groover*, 219 S.C. 313, 329, 65 S.E.2d 232, 240 (1951) ("it is not the function of the courts to pass upon the wisdom or expediency of municipal ordinances or regulations").

Whatever interest Saluda County may have had in the thirty-foot strip of land was conveyed to Ms. Browning via the quit claim deed, even if that interest was merely an abandoned right-of-way. *See Milton P. Demetre Fam. Ltd. P'ship*, 413 S.C. at 55, 773 S.E.2d at 605 ("[a] quitclaim deed does not guarantee the quality of title, but only conveys that which the grantor may lawfully convey.") Nothing in the South Carolina Code prevents the County from closing or abandoning a road or part of a road via quit claim deed authorized by a duly enacted ordinance. The path chosen by the County was valid and authorized by law.

III. THE TRIAL COURT PROPERLY DECLARED BROWNING THE OWNER OF THE PROPERTY AT ISSUE.

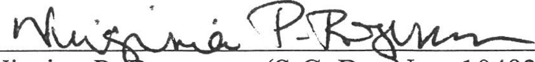
The County does not and has never claimed to have a fee simple or right of way interest in the land at issue. Likewise, the chain-of-title documents exhibited at trial do not reflect such an interest. For the reasons stated herein, all proof at trial indicated Browning owns the strip of land in dispute. As such, the Trial Court properly held that Browning owns fee simple title to the .72-acre tract conveyed to her in 2007, shown on the Weed, Cox & Dinkins and Whetstone plats.

CONCLUSION

Based on the foregoing, this Honorable Court must affirm the Trial Court's denial of the request of Appellant, Jan H. Bryan, for a declaration that Moonlight Drive Extension is a public road in need of closure and affirm the decision to quiet title in favor of Respondent, Rhonda W. Browning.

Respectfully submitted,

POPE FLYNN, LLC



Virgina P. Bozeman, (S.C. Bar No.: 104939)
1411 Gervais St., Suite 300
Columbia, South Carolina 29201
Phone: (803) 354-4947
Fax: (803) 354-4899
gbozeman@popeflynn.com

Date: May 19, 2026
Columbia, SC

ATTORNEY FOR RESPONDENTS
SALUDA COUNTY AND SALUDA
COUNTY COUNCIL

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CERTIFICATE OF COUNSEL

I hereby certify that this Final Brief complies with Rule 211(b), SCACR.

Respectfully submitted,

POPE FLYNN, LLC

Virgina P. Bozeman, (S.C. Bar No.: 104939)
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Columbia, South Carolina 29201
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