

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

**APPEAL FROM SALUDA COUNTY
Court of Common Pleas**

The Honorable Walton J. McLeod IV, Circuit Court Judge

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

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. Browning
are the Respondents.

**RECORD ON APPEAL
VOLUME 1 OF 4**

BRUNER POWELL WALL & MULLINS, LLC Wesley D. Peel, SC Bar No. 9283 Post Office Box 61110 Columbia, South Carolina 29260-1110 (803) 252-7693 wpeel@brunerpowell.com <i>Attorneys for Appellant, Jan H. Bryan</i>	GERTZ & MOORE, LLP W. Joseph Moore, Jr., SC Bar No. 10236 1416 Laurel Street Post Office Box 456 Columbia, South Carolina 29202 (803) 252-1524 Wjmoore@gertzandmoore.com <i>Attorneys for Respondent Rhonda W. Browning</i>
CALLISON TIGHE & ROBINSON, LLC Louis H. Lang, SC Bar No. 3127 Post Office Box 1390 Columbia, South Carolina 29202-1390 (803) 404-6900 louislang@callisontighe.com <i>Attorneys for Respondent Rhonda W. Browning</i>	POPE FLYNN, LLC Virginia P. Bozeman, SC Bar 104939 1441 Gervais Street, Suite 300 Columbia, South Carolina 29201 (803) 354-4900 gbozeman@popeflynn.com <i>Attorneys for Respondents Saluda County</i>

RECEIVED

May 19 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SALUDA COUNTY
Court of Common Pleas

The Honorable Walton J. McLeod IV, Circuit Court Judge

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

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. Browning
are the Respondents.

RECORD ON APPEAL

BRUNER POWELL WALL & MULLINS, LLC Wesley D. Peel, SC Bar No. 9283 Post Office Box 61110 Columbia, South Carolina 29260-1110 (803) 252-7693 wpeel@brunerpowell.com <i>Attorneys for Appellant, Jan H. Bryan</i>	GERTZ & MOORE, LLP W. Joseph Moore, Jr., SC Bar No. 10236 1416 Laurel Street Post Office Box 456 Columbia, South Carolina 29202 (803) 252-1524 Wjmoore@gertzandmoore.com <i>Attorneys for Respondent Rhonda W. Browning</i>
CALLISON TIGHE & ROBINSON, LLC Louis H. Lang, SC Bar No. 3127 Post Office Box 1390 Columbia, South Carolina 29202-1390 (803) 404-6900 louislang@callisontighe.com <i>Attorneys for Respondent Rhonda W. Browning</i>	POPE FLYNN, LLC Virginia P. Bozeman, SC Bar 104939 1441 Gervais Street, Suite 300 Columbia, South Carolina 29201 (803) 354-4900 gbozeman@popeflynn.com <i>Attorneys for Respondents Saluda County</i>

INDEX

Orders and Judgments

1. Order on Motions for Summary Judgment signed by J. Keesley, filed August 16, 2023	1
2. Order on Cross Motions for Summary Judgment signed by J. McLeod, filed July 17, 2024.....	10
3. Order Denying All Claims and Dismissing All Crossclaims Asserted Against the Defendants signed by J. McLeod, filed April 2, 2025	18
4. Order Granting Motions to Reconsider in Part and Deny in Part signed by J. McLeod, filed July 23, 2025	33

Pleadings

5. Summons and Complaint, filed February 19, 2021	36
6. Lis Pendens filed February 19, 2021	44
7. Stipulation Of Dismissal filed April 5, 2021	45
8. Answer of Saluda County and Council, filed April 7, 2021	46
9. Answer, Crossclaim, and Counterclaims of Browning, filed June 2, 2021	53
10. Reply to Counterclaim by Plaintiff, filed June 25, 2021	62

Motions

11. Browning Motion for Summary Judgment, filed May 18, 2023, with exhibits.....	64
12. Bryan Motion for Partial Summary Judgment, filed August 3, 2023, with exhibit.....	128
a. Affidavit of Tripp Bryan, filed August 10, 2023	132
13. Saluda Motion for Summary Judgment, filed August 4, 2023	134
14. Plaintiff's Memorandum in Opposition of Browning MSJ and in Support of Plaintiff MSJ, filed August 11, 2023, with exhibits.....	139
15. Browning Return in Opposition to Plaintiff MSJ, filed August 11, 2023	196
a. Affidavit of Rhonda Browning, filed August 11, 2023	201
16. Plaintiff's Motion for Summary Judgment, filed April 23, 2024, with exhibit;	206

17. Browning Return to Plaintiff MSJ and Renewal of Browning MSJ, filed May 3, 2024, with exhibits.....	210
18. Saluda’s Response to Plaintiff MSJ and Renewal of Saluda MSJ, filed May 19, 2024.....	299
19. Plaintiff Memorandum in Support of MSJ, filed May 26, 2024, with exhibits.....	312
20. Bryan Motion to Amend, filed April 10, 2025	372
21. Browning Motion to Amend, filed April 14, 2025	376
22. Browning Return to Plaintiff’s Motion to Amend, filed April 21, 2025	382
23. Saluda Response to Plaintiff’s Motion to Amend, filed April 21, 2025	391
24. Plaintiff Memorandum in Support of Motion to Amend, filed June 6, 2025	394
25. Saluda Pre-Trial Brief filed December 10, 2024	400
26. Browning Pre-Trial Brief filled December 6, 2024	409

Transcripts

1. Transcript of Bench Trial on 12/10/2024; ¹	418
--	-----

Exhibits

2. All exhibits introduced at trial, including, but not limited to: ²	
a. Joint Exhibits:	
1. Deed 1: Jones to Sessions;	631
2. Deed 2: Jones to Sessions;	632
3. Deed: SCE&G to Sessions (Fringe, Lot 1);	633
4. Deed: Sessions to Doss;	637
5. Deed: Doss to Doss;	639
6. Deed: Doss n/k/a Spencer to Browning;	641
7. Deed: County to Browning;	645
8. Plat: 1950 Lake Murray Shores;	648
9. Plat: Option 502 (Derrick);	649
10. Plat: 1974 Subdivision of Lot 1;	650
11. Plat: 1987 Doss Purchase;	651

¹ For the record, the undersigned notes that this transcript erroneously list trial counsel’s paralegal, then known as Lacey Segars, as counsel.

² The exhibits entered at trial were not all labeled, scanned, or transmitted with the trial transcript, thus creating some confusion as to which documents constitute the admitted exhibits. This list is the best effort of counsel to recreate the exhibits.

12. Plat: 2007 Browning Purchase;.....	652
13. Deed: Jones to Goodwin;	653
14. Deed: Goodwin to Easton (Lot 79);.....	654
15. Deed: SCE&G to Easton (Fringe, Lot 79);.....	655
16. Deed: SCE&G to Goodwin;.....	659
17. Deed: Goodwin to Easton (Fringe, Lot 80);	663
18. Deed: Easton to Bryan;	664
19. Plat: Option 41 (Frazier, dated 1961);	666
20. Plat: Option 41 (Frazier, dated 1962);	667
21. Plat: 1987 Bryan Purchase;.....	668
22. Deposition Transcript of Corley w Exhibits	669
23. Document annotated by witness Dinkins.....	777

b. Plaintiff Exhibits:

1. [see Court Exhibits]	
2. Saluda County Ordinance	778
3. Saluda County Maintenance Records	779
4. Photos from Browning Deposition	798
5. Doss Letter dated May 1, 1990	800
6. Corley Email dated June 26, 2009	801
7. Corley Email dated September 23, 2010	802
8. Rowe Email Chain ending on June 17, 2013	803
9. [Duplicate of Plaintiff 8]	805
10. Letter dated July 10, 2014 (Corley Depo #9, Rowe Depo #9)	807
11. Bryan email dated July 1, 2014 (Rowe Depo #7).....	808
12. Browning Memo dated September 21, 2010	809

c. Defendant Browning Exhibits:

1. Ex. 1 Tax Map Aerial (Doc 0074)	810
2. Ex. 3 Attorney Statement dated December 22, 2001 with Bryan Note.....	811
3. Ex. 7 Photo (Doc 0006)	812
4. Ex. 8 Photo.....	813
5. Ex. 9 Photo.....	814
6. Ex. 14 Portion of 1966 tax map showing Lot 1	815

7. Ex. 16 Note from August 26, 1998	816
8. Ex. 17 Letter May 1, 1990 from Doss to Dinkins.....	817
9. Ex. 18 1987 Doss Plat by Cox and Dinkins.....	818
d. Court Exhibits:	
1. Aerial maps/photographs	819

Other

3. Proposed Order of Plaintiff Bryan following trial	823
4. Proposed Order of Defendant Browning following trial	837
5. Proposed Order of Defendant Saluda County following trial.....	858
6. Proposed Order submitted by Defendant Browning in regard to motions to alter or amend.	869

Certificate of Counsel

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

APPEAL FROM SALUDA COUNTY
Court of Common Pleas

The Honorable Walton J. McLeod IV, Circuit Court Judge

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

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. Browning
are the.....Respondents.

**RECORD ON APPEAL
VOLUME 1 OF 4**

s/ Wesley D. Peel
Wesley D. Peel, SC Bar No. 9283
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110
Columbia, South Carolina 29260
(803) 252-7693
wpeel@brunerpowell.com

INDEX

Orders and Judgments

1. Order on Motions for Summary Judgment signed by J. Keesley, filed August 16, 2023 1
2. Order on Cross Motions for Summary Judgment signed by J. McLeod, filed July 17, 2024 10
3. Order Denying All Claims and Dismissing All Crossclaims Asserted Against the Defendants signed by J. McLeod, filed April 2, 2025 18
4. Order Granting Motions to Reconsider in Part and Deny in Part signed by J. McLeod, filed July 23, 2025 33

Pleadings

5. Summons and Complaint, filed February 19, 2021 36
6. Lis Pendens filed February 19, 2021 44
7. Stipulation Of Dismissal filed April 5, 2021 45
8. Answer of Saluda County and Council, filed April 7, 2021 46
9. Answer, Crossclaim, and Counterclaims of Browning, filed June 2, 2021 53
10. Reply to Counterclaim by Plaintiff, filed June 25, 2021 62

Motions

11. Browning Motion for Summary Judgment, filed May 18, 2023, with exhibits 64
12. Bryan Motion for Partial Summary Judgment, filed August 3, 2023, with exhibit 128
 - a. Affidavit of Tripp Bryan, filed August 10, 2023 132
13. Saluda Motion for Summary Judgment, filed August 4, 2023 134
14. Plaintiff's Memorandum in Opposition of Browning MSJ and in Support of Plaintiff MSJ, filed August 11, 2023, with exhibits 139
15. Browning Return in Opposition to Plaintiff MSJ, filed August 11, 2023 196
 - a. Affidavit of Rhonda Browning, filed August 11, 2023 201
16. Plaintiff's Motion for Summary Judgment, filed April 23, 2024, with exhibit; 206

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SALUDA	)	
Jan H. Bryan,	)	
	)	
Plaintiff,	)	
	)	ORDER ON MOTIONS FOR
vs.	)	SUMMARY JUDGMENT
	)	
Saluda County, et al.,	)	Case No.: 2021CP4100032
	)	
Defendants.	)	

Heard: August 14, 2023
 Plaintiff's Attorney: Wesley D. Peel
 Attorney for Saluda Co. & Saluda Co. Council: Virginia P. Bozeman
 Attorney for Browning: Louis H. Lang
 Court Reporter: Digital – Melinda Jones

There are three motions to be decided: (1) defendant Rhonda W. Browning's motion for summary judgment filed on May 18, 2023; (2) plaintiff's motion for partial summary judgment on the issue of a prescriptive easement filed on August 3, 2023; and, (3) Saluda County's and Saluda County Council's motion for summary judgment filed on August 4, 2023.¹ If the court understood correctly, the plaintiff concedes that exclusivity of use of property is a necessary element for a prescriptive easement to arise and that the evidence does not support exclusivity of use by the plaintiff. Therefore, the court grants partial summary judgment to the defendants on the prescriptive easement claim. If the court has misunderstood, a motion to alter or amend should be filed. All the other motions for summary judgment are respectfully denied, due to the strict standards applicable.

¹ The parties agreed to argue all three motions and waive notice for the ones recently filed.

ROA000001

INTRODUCTION

The attorneys have done an excellent job of setting out the dispute and providing documents supporting their respective positions. For the sake of brevity, the court refers to their filings for more specifics as to the allegations of fact. The file includes affidavits, memoranda, copies of documents, copies of email and correspondence, and deposition excerpts. Essentially, this is a dispute as to whether a public road was created between property belonging to the plaintiff and property of the defendant Browning, and whether the county and the defendant Browning improperly engaged in the conveyance of the strip of land constituting the alleged road by quit-claim deed, bypassing the statutory process for road closure. Had the process been followed, the plaintiff contends that she would have acquired a fee simple interest going to the center of the strip of land running along her boundary. The plaintiff wants a determination that the quit-claim deed is invalid and should be rescinded, a finding that the strip of land running the length between the Browning's and Bryan's properties is a roadway, dedicated for public use, accepted by Saluda County, and that the requirements of South Carolina Code § 57-9-10 *et. seq.* must be followed to determine in whom the title should vest. The plaintiff notes that § 57-9-10 applies to "any street, road or highway whether opened or not." *Id.* All parties cite an initial plat that was prepared in 1950 for the purpose of forming Lake Murray Shores subdivision.

LEGAL STANDARDS

Summary Judgment: Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Rule 56(c), SCRPC. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Brockbank v. Best Capital Corp., 341 S.C. 372, 534 S.E.2d 688 (2000). Summary judgment should not be granted even when there is no dispute as to

ROA000002

evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts. Moriarty v. Garden Sanctuary Church of God, 341 S.C. 320, 534 S.E.2d 672 (2000).

Furthermore, “[s]ummary judgment is a drastic remedy, which should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues.” Id., citing Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 410 S.E.2d 537 (1991). In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. At the summary judgment stage, it is only necessary for the nonmoving party to submit a scintilla of evidence warranting determination by a jury for summary judgment to be denied. Hill v. York County’s Sheriff’s Department, 313 S.C. 303, 308, 437 S.E.2d 179, 182 (Ct. App. 1993)(cert. den. 1994).

Nonetheless, the trial court, “cannot ignore facts unfavorable to [the non-moving] party and [it] must determine whether a verdict for the party opposing the motion would be reasonably possible under the facts.” Bloom v. Ravoira, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000). Accordingly, the court must search the proof to ascertain whether it discloses a real issue, rather than a formal, perfunctory or shadowy one. Saluda Motor Lines v. Crouch, 300 S.C. 43, 46, 386 S.E. 2d 290, 292 (Ct. App. 1989).

The plain language of Rule 56(c), SCRCP, mandates the entry of summary judgment against a party who fails to make a showing sufficient to establish the existence of an element essential to the party’s case and on which that party will bear the burden of proof at trial. Bray v. Marathon Corp., 347 S.C. 189, 553 S.E.2d 477 (Ct. App. 2001).² With respect to an issue on

² In Bass v. Gopal, Inc., 384 S.C. 238, 247 n.6, 680 S.E.2d 917, 921 n.6 (Ct. App. 2009), the Court of Appeals addressed the recent change in summary judgment standard. In granting the summary judgment motion, the South Carolina Court of Appeals noted:

which the non-moving party has the burden of proof, the moving party may point out to the trial court that there is an absence of evidence to support the non-moving party's case. Hedgepath v. AT&T, 348 S.C. 340, 354, 559 S.E.2d 327, 335 (Ct. App. 2001). The non-moving party must then "do more than simply show that there is some metaphysical doubt as to the materials facts[.]" but "must come forward with specific facts showing that there is a genuine issue for trial." Id. "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." Moore v. Barony House Restaurant, LLC, 382 S.C. 35, 40, 674 S.E.2d 500, 503 (Ct. App. 2009).

FACTUAL BACKGROUND IN LIGHT MOST FAVORABLE TO PLAINTIFF

The facts and inferences must be construed in the light most favorable to the opposing party. In that context, the roadway in question was originally designated as Greenwood Street, but is now known as Moonlight Drive or the extension of Moonlight Drive. The 1950 plat is drawn such that the street has an open end as it reaches what was then the fringe area for the construction of Lake Murray. That is at least a scintilla of evidence that the road was not intended to end until it reached the lake. While there is evidence to the contrary, when South Carolina Electric and Gas (SCEG), the developer of Lake Murray, subsequently conveyed the fringe area on the lakeside of the plaintiff's lot, the legal description in the deed showed the

[I]n Hancock v. Mid-South Mgmt., Inc., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009), our Supreme Court stated that in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. However, in footnote 3 of the opinion, the Court was careful to point out that its pronouncement concerning a mere scintilla of evidence was not necessary for its determination of the outcome in the Hancock case. In any event, we must assume any evidence, even a scintilla, that is useful to withstand a summary judgment motion must meet the prerequisite of being probative.

The Hancock Court also cited McDowell v. Stilley Plywood Co., 210 S.C. 173, 179, 41 S.E.2d 872, 874-75 (1947), for the proposition "that although there was a scintilla of testimony that could be used to support the claimants' position, when the entire testimony of the witnesses was viewed as a whole, it was obvious the testimony in support of claimants' position rested on speculation and thus had no probative value." Id.

property as being bounded on the east by a public road – the Browning property being to the east of the Bryan property. (See Deed Book 52 at page 410). This is evidence that there was a public road or one dedicated to public use in existence in 1962, that the road separated the two properties, and that the road ran all the way to the lake contour (172.2 feet from the back of the plaintiff's lot).

The Supreme Court of South Carolina has held “that the acts of the original owner in developing the property in accordance with a recorded plat,” are “strong evidence of intent to dedicate the street end to public use.” *Helsel v. City of N. Myrtle Beach*, 307 S.C. 24, 27, 413 S.E.2d 821, 823 (1992) (finding a road to be publicly dedicated when subdivision was developed in accordance to plat that designated the public road). At this point, the court must assume that Lake Murray Shores was developed according to the plat.

There does not appear to be any dispute that Saluda County maintained some of the roads in the subdivision. Whether the strip in question was ever assumed or maintained by the county is heavily disputed. Again, there is evidence to the contrary, including affidavits stating flatly that the strip in question was never accepted or maintained. The court is bound at the summary judgment stage by conflicting evidence, including conflicting evidence from the affiant.

There is a recitation in the quit-claim deed that Saluda County had maintained the Moonlight Drive Extension, but had not done so in recent years, and language in an email exchange between County Council Chair Hardee Horne and the Superintendent of Roads and Bridges, Billie Corley, where Ms. Browning sought permission to plant trees on the strip, including a statement that the intent of the designation of that piece of land was to give lake access to people who did not own lakefront property.

ROA000005

Exercising control over trees in a right-of-way has been recognized as evidence of maintenance. Seeking permission to plant trees is evidence of acknowledgement of the roadway by defendant Browning, and the communications from the county are evidence of its exercising control. There is evidence against Saluda County's current position because there are communications where the county first responded to allow the trees, then in a later communication on July 10, 2014, instructing her that she should remove the trees or bring an action to close the road. The court has read Ms. Browning's sworn statement about the trees being planted by her predecessor in title, but the court does not get to evaluate credibility of conflicting evidence and does not know if there was more than one planting.

There is a reference by a county official describing this strip of land as a right-of-way. A 1955 aerial photo of the property shows a dirt road in what appears to coincide with the location of the current Moonlight Drive. That road extends all the way to the water. That is evidence that there was a physical road in place at or near the time the subdivision was developed and the plat following an existing roadway, regardless of whether it may have subsequently become a grassy area.

"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). *Town of Kingstree v. Chapman*, 405 S.C. 282, 302, 747 S.E.2d 494, 504 (Ct. App. 2013). Even if Saluda County never maintained the portion of Moonlight Drive in issue, there is a question of fact as to whether acceptance of part of Moonlight Drive amounted to an acceptance of all Moonlight Drive. "Generally, . . . acceptance of part of the street amounts to acceptance of the entire street." 23 Am. Jur. 2d Dedication § 43 (2002) (footnote omitted). *Town of Kingstree v. Chapman*, 405 S.C. 282, 307-08, 747 S.E.2d 494, 507 (Ct. App. 2013). Where there is clear proof that a portion of a

ROA000006

road has been accepted, “South Carolina has followed the . . . rule [that] . . . the burden of proof shifts to the party . . . seeking to prove limited acceptance of the street.” *Chafee v. Aiken*, 57 S.C. 507, 35 S.E. 800 (1900). *Baugus v. Wessinger*, 303 S.C. 412, 416, 401 S.E.2d 169, 172 (1991). There is at least a scintilla of evidence that the county codified the acceptance of the entire street (Exhibit 10) and recognized the area as a right-of-way (Exhibit 14).

Mr. Gregg Anderson stated that he understood that Moonlight Drive extended all the way to the lake and that for years he would drive his golf cart the length of the road to the lake for cookouts. The fact that there is a counter-affidavit that it is impossible to drive a golf cart over the area must be considered in the context that all evidence and all reasonable inferences therefrom are to be viewed in the light most favorable to the opposing party. Mr. Anderson also recounted boats being parked and left at the end of Moonlight Drive overnight. (Exhibit 17; Affidavit of Gregg Anderson). Mr. Tripp Bryan, the son of the plaintiff, stated that from the very beginning in 1987, the Bryan family understood that their property was bounded by Moonlight Drive, although it was no longer in use. Mr. Bryan understood that they could use the roadway but not block it permanently. Mr. Bryan stated that the family used Moonlight Drive for access to the property and to launch smaller boats and jet skis into Lake Murray. (Exhibit 18; Affidavit of Tripp Bryan).

The argument by the county that “Whereas” clauses are not part of the agreement is not deemed to be controlling here. While the language may be excluded in interpreting a document, that is a different concept in the court’s view than whether it constitutes evidence of some fact in issue here.

ROA000007

The county's argument that the email merely answered questions conflicts with the court's reading of those emails because they must be viewed in the light most favorable to the plaintiff.

The county's assertion that the quit-claim deed does nothing is understood, and the court is aware that a quit-claim deed can only convey whatever interest a grantor may have, if any. However, as indicated previously, the question is not the legal import of a quit-claim deed, but whether language contained in the document constitutes evidence of any material issue in this lawsuit. In the court's view, it does.

CONCLUSION

This case presents an intricate factual background that has extended over decades. The court is not attempting to address every averment or indication of fact recited in this record, but has instead focused on what are perceived to be the material issues of fact. The conclusion is that more than sufficient grounds exist to deny the motion by defendant Rhonda W. Browning for summary judgment filed on May 18, 2023, and the motion for summary judgment filed by Saluda County and Saluda County Council on August 4, 2023. The court denies the plaintiff's motion for partial summary judgment on the issue of a prescriptive easement filed on August 3, 2023 as, in reality, it appears to have been abandoned. As stated at the outset of this order, the court grants partial summary judgment to the defendants on the prescriptive easement claim based on the concession of plaintiff's counsel.

AND IT IS SO ORDERED

[Judge's electronic signature follows on separate page]

ROA000008



Saluda Common Pleas

Case Caption: Jan H Bryan VS Saluda County , defendant, et al

Case Number: 2021CP4100032

Type: Order/Summary Judgment

Circuit Judge (Code #2050)

s/ William P. Keesley

Electronically signed on 2023-08-15 16:26:50 page 9 of 9

ELECTRONICALLY FILED - 2023 Aug 16 10:52 AM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

ROA000009

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
	)	
Jan H. Bryan,	)	CIVIL ACTION NO.: 2021CP4100032
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER REGARDING CROSS MOTIONS
	)	FOR SUMMARY JUDGMENT
Saluda County, Saluda County Council,	)	
Donald E. Hancock in his official capacity as	)	
Chairman of the Saluda County Council,	)	
Rhonda W. Browning, and First Community	)	
Bank,,	)	
	)	
Defendants.	)	
	)	

This matter is before the Court on (1) Plaintiff's Motion for Summary Judgment, (2) Defendant Rhonda W. Browning's Renewed Motion for Summary Judgment, and (3) Defendant Saluda County's Renewed Motion for Summary Judgment. A hearing convened on all three motions on May 28, 2024. Present at the hearing were counsel for Plaintiff, Wesley D. Peel, Esq., counsel for Defendant Saluda County, Virginia P. Bozeman, Esq., and counsel for Defendant Browning, Louis H. Land, Esq. and W. Joseph Moore, Jr. Esq. For the reasons set forth herein, all motions for summary judgement are DENIED.

PROCEDURAL BACKGROUND

This matter involves a dispute concerning whether a strip of land identified as Moonlight Drive Extension was designated a public road and whether the County and Defendant Browning improperly engaged in the conveyance of the strip of land by quit-claim deed, bypassing the statutory process for road closure. The Plaintiff asserts that had this process been followed, she would have acquired a fee simple interest going to the center of the strip of land running along her boundary. The Plaintiff commenced this action on February 19, 2021. Plaintiff seeks injunctive

and/or declaratory relief determining that the quit claim deed is invalid and should be rescinded, a finding that the strip of land running the length between Defendant Browning's and Plaintiff's properties is a roadway, dedicated for public use, accepted by Saluda County, and that the requirements of South Carolina Code § 57-9-10 *et. seq.* must be followed to determine in whom the title should vest.¹

On May 18, 2023, Defendant Browning filed a Motion for Summary Judgment, arguing there was no genuine issue of material fact as to whether there was ever a public dedication of Moonlight Drive Extension and Browning was entitled to summary judgment on all of Plaintiff's claims. On August 4, 2023, Defendant Saluda County similarly moved for summary judgment, adopting many of Defendant Browning's arguments that Plaintiff has not and cannot meet the burden of establishing public dedication of moonlight lane. On August 3, 2023, Plaintiff filed her own Motion for Summary Judgment, moving for partial summary judgment as it pertained to Plaintiff's cause of action for a prescriptive easement

On August 16, 2023, the Honorable William P. Keesley issued an Order on all three pending motions for summary judgment ("2023 Summary Judgment Order"). As the Plaintiff had abandoned the prescriptive easement claim at that time, Judge Keesley granted partial summary judgment to the defendants on the prescriptive easement claim. All other motions for summary judgment were respectfully denied.

On April 23, 2024, Plaintiff moved, pursuant to Rule 56, SCRPC, for summary judgment as it pertains to Plaintiff's cause of action for Declaratory Judgment/Injunctive Relief for failure

¹ Plaintiff pled an alternative second cause of action for prescriptive easement. Plaintiff thereafter abandoned such claim, conceding that exclusive use of property is a necessary element for a prescriptive easement to arise and was not present here. The Court subsequently granted partial summary judgment to the defendants on the prescriptive easement claim.

to properly close a public road. Defendants Browning and Saluda County filed responses and renewed motions for summary judgment on May 3, 2024 and May 26, 2024, respectfully.

LEGAL STANDARD

The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder. *Singleton v. Sherer*, 377 S.C. 185, 659 S.E. 2d 196 (S.C. App. 2008). “Because It is a drastic remedy to be invoked cautiously, and, because it is so, summary judgment should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on factual disputed issues.” *Mulherin-Howell v. Cobb*, 362 S.C. 588, 592, 608 S.E. 2d 587, 597 (S.C. App. 2005). “Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of law.” *USAA Property and Cas. Ins. Co. v. Clegg*, 377 S.C. 643, 654, 661 S.E 2d 791, 796 (2008). “In ruling on motions for summary judgment, the court must construe all ambiguities, conclusions, and inferences arising from the evidence against the moving party.” *Johnston v. Bowen*, 313 S.C. 61, 65, 437 S.E. 2d 45, 47 (1993). The evidence must be viewed in a light most favorable to the non-moving party. *See Knight v. Austin*, 396 S.C. 518, 722 S.E. 2d 802 (2012). The Supreme Court recently disavowed the “mere scintilla” standard and made clear “it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine.” *Kitchen Planners, LLC v. Friedman*, No. 2020-001669, 2023 WL 5420401, at *3 (S.C. Aug. 23, 2023).

LEGAL ANALYSIS

I. The Renewed Motions for Summary Judgment and Judgment as a Matter of Law by Defendant Browning and Defendant Saluda County are Denied.

The Court will first take up the Defendants’ renewed motions for summary judgment. Defendants assert that new evidence and a change in the law make appropriate renewed consideration of Defendants’ summary judgment arguments.

On August 23, 2023, the South Carolina Supreme Court shed light on the standard for summary judgement. In *The Kitchen Planners, LLC v. Samuel E. Friedman*, Op. no. 28173 (Aug. 23, 2023), the standard for Rule 56(c), SCRCF was clarified. The Court stated,

“In most cases applying Rule 56(c), this Court and our court of appeals have applied the ‘genuine issue of material fact’ standard set forth in the Rule, requiring the party opposing the motion show a ‘reasonable inference’ to be drawn from the evidence, and we have rejected the ‘mere scintilla’ standard[.]” citing *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (holding a party opposing summary judgment “must ...’do more than simply show that there is some metaphysical doubt as to the material facts’ but ‘must come forward with specific facts showing that there is a genuine issue for trial.’”) and *Shelton v. LS & K, Inc.*, 374 S.C. 294, 297, 648 S.E.2d 307, 308 (Ct. App. 2007) (“The existence of a mere scintilla of evidence in support of the nonmoving party’s position is not sufficient to overcome a motion for summary judgment.”). *Id.*

In short, the Court disavowed the “mere scintilla” standard and made clear the standard as being “genuine issue of material fact.”

The 2023 Summary Judgment Order was filed a week prior to the Supreme Court’s ruling in *Kitchen Planner*, and the order cites to the scintilla standard several times. Defendants argue this Court should conduct a renewed consideration of Defendants’ arguments under the genuine issue of material fact standard.

In reviewing the 2023 Summary Judgment Order, this Court finds that while the order may cite to scintilla language to support the finding that summary judgment was not appropriate, the evidence relied on by the Court established genuine issues of material fact, as supported by a Rule 56, SCRCF, analysis. As concluded in the 2023 Summary Judgment Order “more than sufficient grounds exist to deny the motion by defendant Rhonda W. Browning for summary judgment filed on May 18, 2023, and the motion for summary judgment filed by Saluda County and Saluda County Council on August 4, 2023.” See *2023 Summary Judgement Order*. The clarification of

the legal standard for summary judgment does not heighten the standard to such a degree that this finding is no longer accurate.

Next, Defendants argue that the affidavit of Ben Easton, filed March 2024, was not considered in the 2023 summary judgment arguments before Judge Keesley and make appropriate renewed consideration of Defendants' motions for summary judgment. Defendants' argue that language in the Easton affidavit establish that Moonlight Drive Extension was never a public road. Specifically, Defendants point to Easton's statement "[m]y father ... erect[ed] a metal gate between two metal post (sic), restricting access to the road from the public...." and "[t]he road [referring to Moonlight Lane Extended] was not maintained by the County...." *Affidavit of Ben Easton*, ¶¶ 6, 8.

In this Court's view, Easton's affidavit is just an additional consideration in what was already a collection of contradicting affidavits regarding the understanding of the status of Moonlight Drive. As noted in the 2023 Summary Judgment Order, considering the facts in the light most favorable to Plaintiff, affidavits of Mr. Gregg Anderson and Mr. Tripp Bryan reflect contradicting examples of uses of Moonlight Drive Extension. The affidavit of Mr. Easton only further establishes that genuine issues of material fact remain.

Thus, this Court declines to find that the change in law and new evidence now make summary judgment appropriate. Adopting many of the factual findings discussed in detail in the 2023 Summary Judgment Order, this Court denies Defendant Browning and Defendant Saluda County's renewed motions for summary judgment and motion to dismiss.

II. Plaintiff's Motion for Summary Judgment

Plaintiff argues there is no question of fact whether Moonlight Drive Extension was originally dedicated as a public road, that Saluda County accepted the dedication of the roadway,

and that the County has maintained Moonlight Drive Extension. The Plaintiff argues that for these reasons summary judgment is appropriate and seeks this Court to issue a declaration that the roadway is public and must be closed, if at all, by the procedures set forth in South Carolina Code § 57-9-20.

In response, Defendants Browning and Saluda County, relying on many of the same arguments, assert Plaintiff has not met her burden of proving Moonlight Drive Extension is a public road. Defendants further argue a declaratory judgment action is not proper where Plaintiff should be seeking relief pursuant to South Carolina Code § 57-9-10. Defendants are not incorrect to argue that generally declaratory relief is not appropriate where a statutory remedy has been provided. *See Garriss v. Governing Bd. of S.C. Reinsurance Facility*, 319 S.C. 388, 390, 461 S.E.2d 819, 821 (1995). However, the Court disagrees with Defendants that there is no relief available for Plaintiff outside of § 57-9-10. In arguing the only relief available to Plaintiff is via the procedures provided by South Carolina Code § 57-9-10, Defendants bypass Plaintiffs threshold arguments. The procedures of South Carolina Code § 57-9-10 are not available to Plaintiff until a determination is first made on the status of the Moonlight Drive Extension. Thus, Plaintiff has properly sought a declaratory judgment.

Plaintiff, in arguing for summary judgment, asserts the original developers of Lake Murray Shores filed a plat with Saluda County that demonstrated an intent to dedicate the roads in the plat to public use, including what is now referenced as the Moonlight Drive Extension. The Plaintiff argues this dedication was accepted and maintained by the County, noting maintenance records and various affidavits. This notion is heavily contested by the County. The County argues contrary evidence, including conflicting affidavits, establish the County neither accepted nor maintained Moonlight Drive Extension. At this stage, viewing the evidence in the light most favorable to the

Defendants, such arguments give rise to a genuine dispute of material fact such that summary judgment is not appropriate. For this reason, Plaintiff's motion for summary judgment is DENIED.

CONCLUSION

At this time, the Court is of the opinion that this matter includes a complex history of evidence better suited for a full trial on the merits. Therefore, all pending motions for summary judgment are DENIED.

IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Saluda Common Pleas

Case Caption: Jan H Bryan VS Saluda County , defendant, et al

Case Number: 2021CP4100032

Type: Order/Summary Judgment

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2024-07-17 14:40:29 page 8 of 8

ELECTRONICALLY FILED - 2024 Jul 17 3:20 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

ROA000017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SALUDA	)	Civil Action No: 2021-CP-41-00032
	)	
JAN H. BRYAN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER DENYING ALL CLAIMS AND
	)	DISMISSING ALL CROSSCLAIMS
SALUDA COUNTY, SALUDA COUNTY	)	ASSERTED AGAINST THE DEFENDANTS
COUNCIL, DONALD E. HANCOCK IN	)	
HIS OFFICIAL CAPACITY AS	)	
CHAIRMAN OF SALUDA COUNTY	)	
COUNCIL, RHONDA W. BROWNING,	)	
AND FIRST COMMUNITY BANK,	)	
	)	
Defendants.	)	
	)	

This matter came before the Court via bench trial on December 10, 2024. All parties were represented by counsel. Wesley D. Peel was present for Plaintiff, Louis H. Lang was present for Browning, and Virginia P. Bozeman was present for the County and Saluda County Council (the “County Defendants”) (collectively with Bryan, the “Defendants”). This matter arises out of the Plaintiff’s (the “Plaintiff” or “Bryan”) claim for a declaratory judgment finding that an area bordering Lot 80 and Lot 1 on a plat of Lake Murray Shores filed in 1950 (the “1950 Plat”) is a public road in need of closure, the road should be closed by the Court or subsequently closed at the expense of Defendant Rhonda W. Browning (“Browning”) or Defendant Saluda County (the “County”), and once closed, title to the road should be divided equally between Bryan and Browning. Plaintiff additionally asks that the Court declare a quitclaim deed from the County to Browning is void because they claim that the Saluda County Council lacked authority to transfer title.

This Court also heard the counter and crossclaim of Browning seeking a declaratory judgment quieting title in the property at issue in her favor. A large number of exhibits were

ROA000018

stipulated to by the parties in advance and placed in the record at the outset of trial. Additional exhibits were placed in the record over the course of trial. The Court also heard the testimony of all witnesses called by the parties, read the deposition testimony of unavailable witness Billie Ray Corley, and listened to the arguments of counsel. All parties submitted proposed orders to this Court for review.

For the reasons set forth above, all claims asserted against the County Defendants are DENIED. The County Defendants do not assert an ownership interest in the property at issue, so to the extent Browning has asserted an adverse crossclaim against them, it is DISMISSED as moot.

FACTUAL BACKGROUND

Plaintiff's lawsuit follows a quit claim deed from the County to Browning conveying a 30-foot strip of land extending from Moonlight Drive, formerly Greenwood Street, between property owned by Bryan and Browning (the "Browning Quit Claim Deed"). This strip of land is part of a larger strip referred to by Plaintiff as "Moonlight Drive Extension" that extends to the shore of Lake Murray.¹ The County executed the Browning Quit Claim Deed following three readings and a public hearing, as required by S.C. Code § 4-9-130, and § 2-58 of the Code of Ordinances of Saluda County, South Carolina. The Browning Quit Claim Deed and associated ordinance are public records and were exhibits admitted at trial.

¹ Plaintiff asks this Court to declare more than the 30-foot strip of land conveyed in the quit claim deed to be a public road. The 30-foot strip of land conveyed via the quit claim deed is the 30.93-foot by 51.55-foot section shown as a portion of Greenwood Street on the 1950 Plat, shown on Session's 1974 Lot 1 survey, and shown on the 1987 Dinkins plat. Plaintiff additionally asks to have fringe property measuring 30.93 feet in width and running 172 feet along the western border of Browning's property abutting Browning's property declared a public road.

Plaintiff asserts that instead of conveying the 30-foot strip of land via quit claim deed, either the County or Browning should have instituted a road closure action under § 57-9-10, *et seq.*, (the “Road Closure Statute”), and asks for a declaration that a much larger area of land is a public county road in need of closure and that, upon closure title to half that road be vested to her in fee simple. Browning and the County Defendants contend no portion of the area referred to for litigation purposes as Moonlight Drive Extension has ever been a public county road and, if it was, that road was closed long before Plaintiff filed suit.

After weighing the evidence presented at trial, the applicable law, and the arguments of counsel, this Court agrees with Browning and the County Defendants and DENIES the relief sought by Plaintiff.

LEGAL STANDARD

In a bench trial, the trial judge acts as the finder of fact. *Lollis v. Dutton*, 421 S.C. 467, 483, 807 S.E.2d 723, 731 (Ct. App. 2017). “[T]he judge, as the finder of fact, may believe all, some, or none of the testimony, even when [the testimony] is not contradicted.” *Id.* (internal citation omitted). A trial judge will be accorded great deference where matters of credibility are involved. *Id.* (internal citations omitted).

FINDINGS OF FACT

Plaintiff and Browning own neighboring real estate in Lake Murray Shores, a residential subdivision in Saluda County, South Carolina. Portions of the Bryan and Browning properties are shown on a plat dated September 1950 (“1950 Subdivision Plat”)². The part of Bryan’s property shown on the 1950 Subdivision Plat are Subdivision Lots 79 and 80. Browning’s property is part of the 1950 Subdivision Plat Lot 1. Plaintiff alleges a public county road, referred to for the

² See Figure 1

purpose of litigation as “Moonlight Drive Extension,” runs between her parcel and Browning’s parcel, ending once it reaches the Lake Murray shoreline. This disputed portion, is not shown on the 1950 Subdivision Plat, however it extends from the end of Moonlight Lane, between Lots 80 and Lot 1, as shown on the 1950 Subdivision Plat, south to the 360-contour line of Lake Murray.

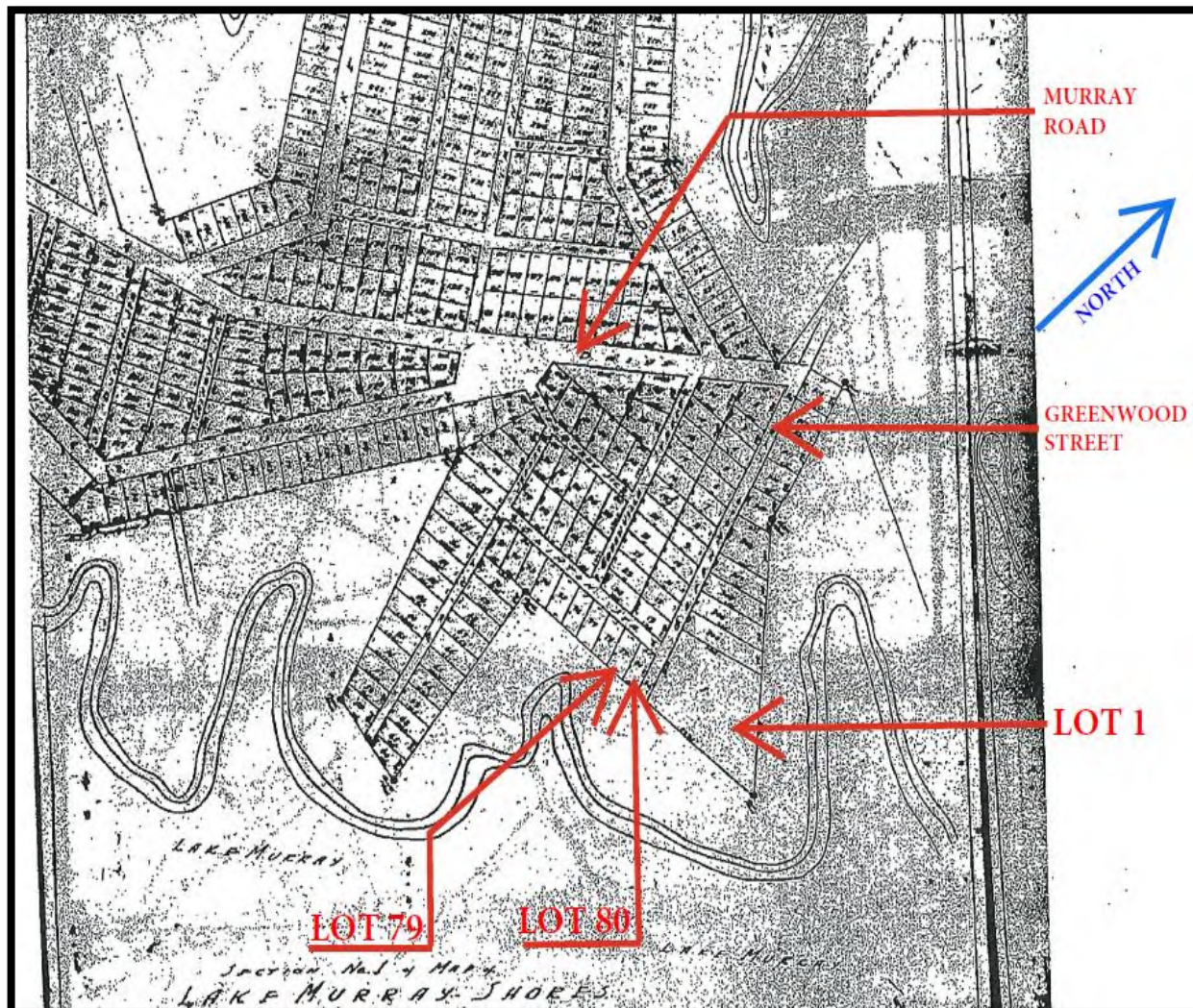


Figure 1: 1950 Subdivision Plat

In support of her assertion that Moonlight Drive Extension is a public county road, Plaintiff called Gregg Anderson as a witness. Mr. Anderson 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. While present, Mr. Anderson never saw anyone conducting road maintenance along Moonlight Drive Extension

Plaintiff next called Wiley Ben Easton, Jr. as a witness. Mr. Easton's parents previously owned the lake house now owned by Plaintiff. Mr. Easton testified that he thought there was an old public road bordering the property line that had since become overgrown. His father cleared the area himself. People then began loitering in the area and leaving their trash behind, so his father had the road closed by a Saluda County court. His father then placed a chain across the closed road to prevent public access. That area was solely maintained by his father.

Bryan 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. Bryan and her family put a boat and barbeque pit in the area. Bryan confirmed that since her purchase of the property, the County has never maintained the area bordering her property.

Plaintiff next called Amanda Rowe, an employee of Saluda County Roads and Bridges Department ("Roads and Bridges"), as a witness. 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. 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. 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. Neither employee remembers the County treating Moonlight Drive Extension as a part of the county road system through maintenance or otherwise.

Per Ms. Rowe, the County is tasked with maintaining roads that are part of its public road system. If Moonlight Drive Extension had been a public county road, it would have been maintained by Roads and Bridges. Additionally, 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. Likewise, Ms. Bryan would not have been permitted to obstruct the road by putting a boat and barbeque pit in the area.

Ms. Rowe testified that the County does not own the roads that are part of its public road system. Rather, they are maintained as an easement for public right-of-way. The property developer typically maintains ownership of the underlying dirt. 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. Instead, it was a private right-of-way used by Browning to access her home.

Tripp Bryan, Bryan's son, testified as Plaintiff's final witness. 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. Mr. Bryan testified he once spoke with Billie Ray Corley, former director of Roads and Bridges, about purchasing Moonlight Drive Extension. Mr. Corley told him the strip of land he wanted to purchase was an old public road and could not be purchased. 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. Following Mr. Bryan's testimony, Plaintiff rested.

This Court also heard testimony regarding Ms. Browning's chain of title. Accordingly, by deed dated September 1, 1951, the Lake Murray Shores developers conveyed 1950 Subdivision Plat Lots 79 and 80 to Lonnie and Bertha Goodwin.

By deed dated November 9, 1960, the Goodwins conveyed Lot 79 to Wiley B. Easton.

By deed dated June 26, 1961, SCE&G conveyed a .19-acre tract of fringe land to Wiley Easton. This .19-acre fringe land tract is located to the south of and is contiguous to 1950 Subdivision Plat Lots 79 and 80.

By deed dated August 31, 1962, SCE&G conveyed a .20-acre tract of fringe land to the Goodwins. Like the .19-acre fringe land tract, this .20-acre fringe land tract is located to the south of, and is contiguous to, the 1950 Subdivision Lots 79 and 80.

By deed dated February 14, 1963, the Goodwins conveyed Lot 80 to Wiley Easton, along with the .20-acre fringe land tract conveyed to the Goodwins by SCE&G in 1962.

By deed dated December 7, 1987, Wiley Easton conveyed Lots 79 and 80 and the .20 and .19-acre fringe land tracts to Bryan.

The 1987 Wiley Easton deed to Bryan describes the property conveyed with reference to a plat prepared by Ralph Vanadore dated November 30, 1987 (the "Vanadore Plat"). The Vanadore Plat shows the Bryan property and the fringe land to the south of the Bryan Lots 79 and 80, and shows what it labels a "public road" noting that the "public road" has a "30' r/w [right of way]". The solid line showing the eastern boundary of the "public road" stops at what appears to be the southwest corner of the original 1950 Subdivision Plat Lot 1, followed by a dotted line extending to the south of the solid line. This dotted line does not go all the way to the 360-foot contour line of Lake Murray, which is also shown on the 1987 Vanador Plat.

Browning presented several witnesses of their own including Gene L. Dinkins, PE, PLS, a professional land surveyor, as a witness. Mr. Dinkins testified that most of the area identified by Plaintiff as Moonlight Drive Extension is known as “fringe property,” not a public road. 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. Over time, SCE&G sold this fringe property to bordering landowners.

Browning then testified as the final witness. Browning purchased the property in August of 2007, and originally accessed it by driving across the land of a neighboring property owner, who subsequently sold the property. 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. 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. Browning testified that the County did not maintain the area at the time she cleared it and has not maintained it since.

The Bryans later hired legal counsel, who complained about Browning’s use of the area for property access. 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. At that point, Browning secured legal counsel to assist. Relying on the advice of that counsel, Browning eventually received the Browning Quit Claim Deed dated September 15, 2015, entered as Joint Exhibit 7. Browning then closed.

The Saluda County Defendants called a single witness – Billie Ray Corley, who was unavailable due to his death on September 5, 2022, via deposition taken July 7, 2022. When deposed, Mr. Corley testified that he was the superintendent of Roads and Bridges from March of 1999 until

October of 2020. Mr. Corely testified that the County has never ever maintained Moonlight Drive Extension or considered it part of the county road system. 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. 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. It simply was not considered to be part of a public county road or the overall system of county roads. The Saluda County Defendants then rested. The parties waived closing arguments.

CONCLUSIONS OF LAW

After considering the applicable law, all documentary evidence exhibited at trial, listening to the testimony of the witnesses at trial, assessing the demeanor and credibility of those witnesses, and weighing the evidence accordingly, this Court finds Plaintiff did not meet her burden of proof by a preponderance of the evidence that Moonlight Lane Extension is a public county road in need of closure by the Court and that, once closed, she is entitled to half of it in fee simple. Likewise, Plaintiff failed to meet her burden of proving the County lacked proper authority to execute the quit claim deed.

A. Road Status

Per the Road Closure Statute, “[a]ny interested person, the State or any of its political subdivisions or agencies may 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. Implicit to this procedure is that the road to be closed is public. *Id.* This can only occur if the area at issue has been dedicated and accepted as such.

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 proof. *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). Additionally, “[o]nly 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 testimony of Mr. Dinkins indicates the vast majority of Moonlight Drive Extension was “fringe land” at the time the subdivision plat was recorded and thus not identified on the plat as a public roadway. Based on the testimony of the seven additional witnesses who testified at trial, including the five witnesses who testified on behalf of Plaintiff, this Court finds the remainder of Moonlight Drive Extension was never accepted by the County as a public road through maintenance or otherwise. Moreover, even if the remaining 30-foot portion had been accepted into the county road system a very long time ago, of which there is no proof, that road was closed by the father of Mr. Easton and remained closed at all times pertinent to this lawsuit.

This Court respectfully declines to follow Plaintiff’s continued reliance on *Corbin v. Cherokee Realty Co.*, 91 S.E.2d 542, 229 S.C. 16 (1956). During the course of litigation, Plaintiff has cited *Corbin* and a string of North Carolina decisions in support of her argument that by maintaining Moonlight Drive, the County also accepted Moonlight Drive Extension into its public road system. This Court does not agree with Plaintiff’s interpretation of *Corbin*. In *Corbin*, our Supreme Court cited legal principles, as dicta, indicating that where a governmental entity only partially accepted the roads dedicated on a subdivision plat into its public road system, the developer, who maintained ownership of the roads, could not 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 were to be held open for public use, presumably as privately owned and maintained roads or common spaces. *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.

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.

Plaintiff has not proven that, more likely than not, the County expressly or impliedly accepted any portion of the strip of land referred to in this lawsuit 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 Plaintiff has not 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 other overt act.

B. Quit Claim Deed

Plaintiff additionally asks for a declaration voiding the Browning Quit Claim Deed because the County lacked authority to transfer title. This argument also fails. 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 § 4-9-130). The ordinance authorizing the Browning Quit Claim Deed had readings July 13, 2015, August 10, 2015, and September 14, 2015. A public hearing on the ordinance was also held September 14, 2015. This ordinance gave the County the authority to execute the quit claim deed.

Moreover, despite Plaintiff'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. Therefore, § 57-17-10 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.

CONCLUSION

For the reasons set forth above, all claims asserted against the County Defendants are DENIED. The County Defendants do not assert an ownership interest in the property at issue, so to the extent Browning has asserted a crossclaim against them, that crossclaim is DISMISSED as moot.

IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Saluda Common Pleas

Case Caption: Jan H Bryan VS Saluda County , defendant, et al

Case Number: 2021CP4100032

Type: Order/Other

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2025-04-02 16:21:36 page 15 of 15

ELECTRONICALLY FILED - 2025 Apr 02 4:26 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

ROA000032

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SALUDA	)	Civil Action No: 2021-CP-41-00032
	)	
JAN H. BRYAN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER GRANTING MOTIONS TO
	)	RECONSIDER IN PART AND DENYING IN
SALUDA COUNTY, SALUDA COUNTY	)	PART
COUNCIL, DONALD E. HANCOCK IN	)	
HIS OFFICIAL CAPACITY AS	)	
CHAIRMAN OF SALUDA COUNTY	)	
COUNCIL, RHONDA W. BROWNING,	)	
AND FIRST COMMUNITY BANK,	)	
	)	
Defendants.	)	
	)	

This matter came before this Court on Plaintiff's Motion to Alter or Amend filed on April 10, 2025, pursuant to Rule 59(e) and Rule 52, SCRCF, in response to this Court's findings arising from its Order entered on April 2, 2025. Specifically, Plaintiff asserted fourteen (14) grounds for relief seeking this Court to alter or amend its findings of fact, conclusions of law and judgment entered on April 2, 2025.

Defendant Browning also filed a Rule 59(e) Motion to Alter or Amend on April 14, 2025. Specifically, Defendant Browning asserted several grounds for relief seeking this Court to alter or amend its findings of fact, conclusions of law and judgment entered on April 2, 2025. Of particular importance, Defendant Browning asks the court to provide a ruling addressing her counterclaim for quiet title.

Defendant Browning filed a Response in opposition to Plaintiff's Motion on April 21, 2025 wherein Defendant Browning addressed Plaintiff's asserted grounds for relief. Defendant Saluda

ROA000033

County filed a response on April 21, 2025 wherein Defendant Saluda County opposed Plaintiff's Motion.

For the purpose of clarification as to the top line of Page 7 or the Order is amended as follows: "This Court also heard testimony regarding Plaintiff's chain of title." For further clarification as to Page 8, on the last line of the third paragraph, "Browning then closed" is removed to alleviate confusion of what appears to be a scrivener's error.

Further, the April 2, 2025 Order does not provide a ruling on Defendant Browning's counter claim for Quiet Title. This court holds that Defendant Browning is declared to own fee simple title to the .72-acre tract conveyed to her in 2007, shown on the Weed, Cox & Dinkins, and Whetstone Plats.

After careful consideration of the record in this case and the submissions of counsel, this Court is unable to discover any additional material facts or principles of law that have been overlooked or disregarded and further finds no additional error of law or facts not appropriately considered.

Accordingly, this Court hereby GRANTS IN PART AND DENIES IN PART Plaintiff's Motion to Alter or Amend, pursuant to Rule 59(e) and Rule 52, SCRPC, this Court's Order entered on or about April 2, 2025. Further, Defendant Browning's Motion is GRANTED to the extent previously noted above. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]

ROA000034



Saluda Common Pleas

Case Caption: Jan H Bryan VS Saluda County , defendant, et al

Case Number: 2021CP4100032

Type: Order/Amend

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2025-07-23 13:18:05 page 3 of 3

ELECTRONICALLY FILED - 2025 Jul 23 2:26 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

ROA000035

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
Jan H. Bryan,	)	Civil Action No.: 2021-CP-41-_____
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Saluda County, Saluda County Council,	)	SUMMONS
Donald E. Hancock in his official capacity	)	
as Chairman of the Saluda County Council,	)	
Rhonda W. Browning, and First Community	)	
Bank,	)	
	)	
Defendants.	)	

TO THE ABOVE-CAPTIONED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Complaint upon the undersigned subscriber at Post Office Box 61110, Columbia, South Carolina 29260, within thirty (30) days after service upon you, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

BRUNER POWELL WALL & MULLINS, LLC

s/ Chelsea J. Clark

Wesley D. Peel, Bar No. 9283

Chelsea J. Clark, Bar No. 102211

Post Office Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

wpeel@brunerpowell.com

cclark@brunerpowell.com

Attorneys for Plaintiff

February 19, 2021

Columbia, South Carolina

ROA000036

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
Jan H. Bryan,	)	Civil Action No.: 2021-CP-41-_____
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Saluda County, Saluda County Council,	)	COMPLAINT
Donald E. Hancock in his former official	)	
capacity as Chairman of the Saluda County	)	
Council, Rhonda W. Browning, and First	)	
Community Bank,	)	
	)	
Defendants.	)	

Plaintiff, Jan H. Bryan (“Plaintiff” or “Ms. Bryan”), complaining of Saluda County, Saluda County Council, Donald E. Hancock in his official capacity as former Chairman of the Saluda County Council, Rhonda W. Browning, and First Community Bank, would show unto the Court the following.

JURISDICTION AND PARTIES

1. Plaintiff is a resident of Aiken County, South Carolina who owns property in Saluda County located at 145 Moonlight Drive (TMS# 206-26-01-079).

2. Defendant Saluda County (“the County”) is a political subdivision of the State of South Carolina generally having governmental authority over the area identified as Saluda County. The County’s principal place of business is in the Town of Saluda, South Carolina.

3. Defendant Saluda County Council (“the Council”) is the governing body for the County, principally doing business in the Town of Saluda, South Carolina.

4. Defendant Donald E. Hancock (“Mr. Hancock”) was the Chairman of the Council at times relevant hereto. Upon information and belief Mr. Hancock is a resident of Saluda County, South Carolina.

ROA000037

5. Defendant Rhonda W. Browning (“Ms. Browning”) owns property adjacent to Plaintiff’s at 137 Moonlight Drive (TMS# 206-26-01-333). Upon information and belief, Ms. Browning resides at this property, located in Saluda County, South Carolina.

6. Defendant First Community Bank (“Mortgagee”) is domestic South Carolina corporation doing or having done business in Saluda County, South Carolina, with a principal place of business in Lexington, South Carolina. Upon information and belief Mortgagee recorded a mortgage on the property of Ms. Browning in 2013 and has an interest in the same.

7. The Court has jurisdiction over these parties and venue is proper.

FACTUAL ALLEGATIONS

8. Plaintiff purchased her property—combining Lots 79 and 80 in Lake Murray Shores—in 1987 from Wiley B. Easton.

9. Plaintiff maintains a second residence on the property which is used by her friends and family to visit the lake.

10. Ms. Browning owns the property adjacent to Plaintiff’s on the left-hand side when facing the lakeshore.

11. Ms. Browning purchased her property in 2007 from Camilla Doss, now known as Camilla Spencer.

12. Camilla Doss held full title to the lot pursuant to the conveyance of a one-half interest by George Doss to her in 1993.

13. George W. and Camilla Doss received the property from Mae W. Sessions (or “Maye” W. Sessions) in 1987.

14. Maye W. Sessions took title to the property from Curtis L. and Lillian M. Jones d/b/a The Lakeside Company in 1950.

15. At the time of the transfer in 1950, the land in question was identified as Lot 1 on the Lake Murray Shores plat.

16. This lot appears on a plat by T.R. Pettit recorded in Saluda County in 1950, which shows the subdivision of certain property into numerous smaller parcels, now known as Lake Murray Shores.

17. On the 1950 plat, a large portion of the land (roughly comparable to three or four of the regular, smaller lots) was reserved on a point of land surrounded on two sides by water and identified as Lot 1.

18. On the southeastern side, Lot 1 was bordered by a public road designated on the plat and now known as Moonlight Drive or Moonlight Lane, depending on the source. It is referred to as “Moonlight Drive” herein.

19. On the plat for the subdivision, Moonlight Drive ran from what is currently called Holley Ferry Road on the northwestern side all the way down to the water’s edge on the southeastern side.

20. That is, the area between Lot 80 on the plat and Lot 1 on the plat was a public road giving public access to the lakeshore for landlocked parcels of land in the neighborhood.

21. The County accepted the plat and the designation of the public road. By its own admission, Saluda County has performed maintained on the public road in the past.

22. In 1987, a plat was recorded which subdivided Lot 1, owned by Ms. Sessions, into three separate lots with a small road providing access to what would have otherwise been inaccessible parcels. These three lots are now known by the TMS numbers 206-26-01-333, -334, and -335.

23. In the plat that further subdivided the property, the public road going to the water's edge was greatly curtailed from the road that was reflected the original plat of the neighborhood. Lot 333 encroached on the public roadway and was depicted as abutting on Plaintiff's property, with the public road extending only approximately one-third of the way down Plaintiff's property line.

24. Notably, the new plat subdividing Ms. Sessions' property did not affect the chain of Plaintiff's title, nor did it affect the County's acceptance of the public roads in the 1950 plat for the whole neighborhood.

25. The plat recorded for George and Camilla Doss in 1987 erroneously shows the same truncated road as the Sessions subdivision plat, as does the plat recorded for Ms. Browning in 2007.

26. Meanwhile, the plat recorded for Plaintiff's property in 1987 properly reflects a public road as per the master plat for the neighborhood, recorded in 1950.

27. In 2015, Ms. Browning sought to remove access to even the truncated public road and make the public property her own.

28. On September 14, 2015, the Saluda County Council filed an ordinance reciting that the "30 foot" "Moonlight Drive Extension" was maintained by Ms. Browning and that the Council voted to execute a quitclaim deed of the public road to Ms. Browning.

29. On the 21st day of September 2015, Mr. Hancock, as Chairman of the County Council, executed a quitclaim deed of the Moonlight Drive Extension in favor of Ms. Browning for the consideration of \$1.00. The purported deed is recorded at Book 1088, Page 52.

30. Upon information and belief, neither the County, nor Ms. Browning or her predecessors in title, have never followed the proper procedure for closing a public road. Indeed,

the purported change in ownership is not reflected on the County's GIS map, nor in any recorded plat showing a change of boundary lines.

31. Ms. Browning, and her predecessors in title, have attempted to usurp title to public property without reference to the public or neighboring landowners. The County has assisted in this endeavor by failing to follow the legal process for road closures and by failing to give notice to the public of the purported transfer.

32. The road in question has historically been used by Plaintiff and her guests to reach the lakeside portions of her property.

33. With the County's consent, Ms. Browning has planted cypress trees to block the public road. She also destroyed property belonging to Plaintiff she apparently believed encroached on the road she was purportedly deeded.

FOR A FIRST CAUSE OF ACTION

(Declaratory Judgment and/or Injunctive Relief—Public Road)

34. Plaintiff seeks the judgment of the Court regarding the status and ownership of the portion of Moonlight Drive that runs along the property lines of Lot 80 and Lot 1, as set forth in the 1950 plat. Specifically, Plaintiff seeks a declaration that the road in question remains public and that the quitclaim deed is void because the County Council lacked authority to transfer title.

35. Plaintiff has named all parties having an interest, including the purported owner, the purported mortgagee, the deeding County Council and its signatory, and the County charged with ownership and/or maintenance of public roads.

36. The process for closing a public street, road, or highway is contained in Title 57, Chapter 9 of the South Carolina Code. *See* S.C. Code Ann. §§ 57-9-10, *et al.* Plaintiff has located no evidence that this process or any other proper process was ever utilized to close the subject road or to provide notice to the public.

37. If the Court finds and concludes that the contested portions of Moonlight Drive are public and Defendant(s) still wish for it to be closed, Plaintiff requests that Ms. Browning and/or the County be required by the Court to take the steps required close the road pursuant to the South Carolina Code at their own cost.

38. Should the Court find that the road should be closed pursuant to Title 57, Plaintiff seeks a determination, pursuant to Section 57-9-20 as to who should take title. Plaintiff requests that she be granted title to half of the full public road (running lengthwise) or such other relief as the Court may find appropriate.

FOR A SECOND CAUSE OF ACTION
(Declaratory Judgment and/or Injunctive Relief—Prescriptive Easement)

39. Plaintiff incorporates the foregoing allegations herein to the extent required by, but not inconsistent with, the following allegations.

40. In the alternative, Plaintiff asserts that she has a prescriptive easement over the subject road and asks the Court to declare and enforce the same.

41. Plaintiff and her guests have continually used the road in question, running down the border of her property without interruption since her purchase in 1987—that is, for more than twenty years.

42. The road in question is 30 foot wide and runs from the northwestern corner of Plaintiff's lots (between Lot 79/80 and Lot 333) all the way down to the water's edge at the rear of Plaintiff's property.

43. The road is used by Plaintiff and her guests to access the rear portion of her property where her boathouse and dock are located. This use has been open and notorious, without permission, and adverse to the owners of Lot 333. This use is demonstrated in part by the lack of an alternative road by which Plaintiff could get to the rear of her property. Further, Plaintiff has

consistently believed, since the purchase of her property that the road in question does not belong to the owner of Lot 333, and therefore, would have never sought permission from the same to use the road.

44. Plaintiff therefore requests a declaration from the Court finding such a prescriptive easement. Plaintiff further requests that the Court enjoin Ms. Browning from maintaining trees or shrubs or any other impediment to the use of the road.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- A. As to the first cause of action, a declaration of the ownership and status of the road and the enforcement of Title 57;
- B. As to the second cause of action, a declaration that Plaintiff has a prescriptive easement to the subject road and enforcement of the same;
- C. For such costs and fees as may be allowable by law; and
- D. For such other and further relief as the Court may deem proper.

BRUNER POWELL WALL & MULLINS, LLC

s/ Chelsea J. Clark

Wesley D. Peel, Bar No. 9283

Chelsea J. Clark, Bar No. 102211

Post Office Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

wpeel@brunerpowell.com

cclark@brunerpowell.com

February 19, 2021

Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
Jan H. Bryan,	)	Lis Pendens: 2021-CP-41-_____
	)	Civil Action No.: 2021-CP-41-_____
Plaintiff,	)	
	)	
v.	)	
	)	
Saluda County, Saluda County Council,	)	
Donald E. Hancock in his official capacity	)	LIS PENDENS
as Chairman of the Saluda County Council,	)	
Rhonda W. Browning, and First Community	)	
Bank,	)	
	)	
Defendants.	)	

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending or is about to be commenced in the Court of Common Pleas for Saluda County upon a complaint by the above-captioned Plaintiff against the above-captioned Defendants seeking declaratory judgment and/or injunctive relief in connection with certain property, identified as follows: TMS Number 206-26-01-333, addressed as 137 Moonlight Drive, and owned by Rhonda W. Browning. The suit also concerns land contiguous to said property, bearing no known address or TMS number, historically owned by the County as a public road and purportedly conveyed to Ms. Browning by quitclaim deed (Bk: 1088; Pg. 52) pursuant to Saluda County Ordinance Number 07-15 and identified therein as the "Moonlight Drive Extension."

BRUNER POWELL WALL & MULLINS, LLC

s/ Chelsea J. Clark

Wesley D. Peel, Bar No. 9283

Chelsea J. Clark, Bar No. 102211

Post Office Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

wpeel@brunerpowell.com

cclark@brunerpowell.com

Attorneys for Plaintiff

February 19, 2021

Columbia, South Carolina

ROA000044

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
Jan H. Bryan,	)	Civil Action No.: 2021-CP-41-00032
	)	
Plaintiff,	)	
	)	
v.	)	
	)	STIPULATION OF DISMISSAL
	)	(Does Not End Case)
Saluda County, Saluda County Council,	)	
Donald E. Hancock in his official capacity	)	
as Chairman of the Saluda County Council,	)	
Rhonda W. Browning, and First Community	)	
Bank,	)	
	)	
Defendants.	)	

Plaintiff Jan H. Bryan hereby **DISMISSES WITHOUT PREJUDICE** Defendant Donald E Hancock, in his official capacity as Chairman of the Saluda County Council, pursuant to Rule 41(a)(1)(A), SCRCF. At this time, no other parties have filed notices of appearance and no responsive pleadings or motions have been filed. This dismissal effects only one party and does not end the case.

BRUNER POWELL WALL & MULLINS, LLC

s/ Chelsea J. Clark

Wesley D. Peel, Bar No. 9283

Chelsea J. Clark, Bar No. 102211

Post Office Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

wpeel@brunerpowell.com

cclark@brunerpowell.com

Attorneys for Plaintiff

April 5, 2021

Columbia, South Carolina

ROA000045

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SALUDA	)	Docket No.: 2021-CP-41-00032
JAN H. BRYAN,	)	
	)	
Plaintiff,	)	
	)	
v.	)	ANSWER OF DEFENDANTS
	)	SALUDA COUNTY AND SALUDA
	)	COUNTY COUNCIL
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.	)	

Defendants Saluda County and Saluda County Council ("Defendants")
answers Plaintiff's Complaint and respectfully shows unto the Court:

FOR A FIRST DEFENSE

1. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 1 and, on that basis, deny the same.
2. As to paragraph 2, Defendants only admits that Saluda County is a political subdivision organized under the laws of the State of South Carolina.
3. As to paragraph 3, Defendants only admits that Saluda County Council is the governing body for Saluda County.
4. As to paragraph 4, Defendants would only admit that Donald E. Hancock was the Chairman of the Council at certain times relevant to the Complaint.
5. Defendants admits the allegations of Paragraph 5, upon information and belief.

ROA000046

6. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 6 and, on that basis, deny the same.

7. Defendants admit the allegations in Paragraph 7.

8. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 8 and, on that basis, deny the same.

9. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 9 and, on that basis, deny the same.

10. Defendants admit the allegations contained in Paragraph 10.

11. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 11 and, on that basis, deny the same.

12. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 12 and, on that basis, deny the same.

13. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 13 and, on that basis, deny the same.

14. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 14 and, on that basis, deny the same.

15. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 15 and, on that basis, deny the same.

16. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 16 and, on that basis, deny the same.

17. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 17 and, on that basis, deny the same.

18. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 18 and, on that basis, deny the same.

19. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 19 and, on that basis, deny the same.

20. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 20 and, on that basis, deny the same.

21. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 21 and, on that basis, deny the same. More specifically, the Complaint fails to indicate the recording information for any alleged plat, and due to the voluminous records maintained in the Saluda County Register of Deeds Office, it is impossible to decipher the specific plat which Defendant Saluda County is alleged to have accepted for recording.

22. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 22 and, on that basis, deny the same.

23. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 23 and, on that basis, deny the same.

24. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 24 and, on that basis, deny the same.

25. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 25 and, on that basis, deny the same.

26. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 26 and, on that basis, deny the same.

27. Defendants deny the allegations contained in Paragraph 27.

28. The allegations in Paragraph 28 are admitted and denied in part. Defendants deny the ordinance was filed on September 14th, 2015, but admit the remaining allegations in Paragraph 28, upon information and belief.

29. Defendants crave reference to the alleged quitclaim deed that is referenced in Paragraph 29 and deny all allegations of Paragraph 29 inconsistent with such written document.

30. The first sentence of Paragraph 30 states a legal conclusion to which no response is required. To the extent a response is required, Defendants crave reference to the public records of Saluda County and deny all allegations of Paragraph 30 inconsistent therewith. Responding to the second sentence of Paragraph 30, Defendants crave reference to the public records of Saluda County and deny all allegations inconsistent therewith.

31. Paragraph 31 states a legal conclusion to which no response is required. To the extent a response is required, the same is denied.

32. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 32 and, on that basis, deny the same.

33. Defendants deny that they have consent to any actions taken solely by Ms. Browning. As to the remaining allegations of Paragraph 33, Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 33 and on that basis, deny the same.

34. The allegations contained in Paragraph 34 do not constitute a claim against Defendants, therefore, no response is required. To the extent a response is required to the same, Defendants deny the same. Defendants deny Plaintiff is entitled to any relief as against these Defendants.

35. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 35 and, on that basis, deny the same.

36. Defendants admit the allegations contained in the first sentence of Paragraph 36, upon information and belief. As to the second sentence of Paragraph 36, Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained therein and, on that basis, deny the same.

37. The allegations contained in Paragraph 37 do not constitute a claim against Defendants, therefore, no response is required. To the extent a response is required to the same, Defendants deny the same.

38. The allegations contained in Paragraph 38 do not constitute a claim against Defendants, therefore, no response is required. To the extent a response is required to the same, Defendants deny the same.

39. In response to the allegations contained in Paragraph 39, Defendants re-allege the foregoing defenses as if fully stated herein.

40. Defendants deny the allegations contained in Paragraph 40. To the extent owned by Saluda County, a body politic, Plaintiff cannot, as a matter of law, obtain a prescriptive easement over the property.

41. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 41 and, on that basis, deny the same.

42. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 42 and, on that basis, deny the same.

43. Defendants are without knowledge and information sufficient to form a belief as to the truthfulness of the allegations contained in Paragraph 43 and, on that basis, deny the same.

44. The allegations contained in Paragraph 44 do not constitute a claim against Defendants, therefore, no response is required. To the extent a response is required to the same, Defendants deny the same.

45. To the extent a response is required to the unnumbered paragraph beginning “WHEREFORE,” Defendants deny Plaintiff is entitled to any relief from Defendants.

46. Except as specifically admitted, qualified, or explained, Defendants deny the allegations in the Complaint and demand strict proof thereof.

AS A SECOND DEFENSE

47. FURTHER ANSWERING, Plaintiff has failed to allege facts sufficient to state a cause of action and Plaintiff’s action should therefore be dismissed pursuant to Rule 12(b)(6), SCRCP.

AS A THIRD DEFENSE

48. FURTHER ANSWERING, Plaintiff has waited an unreasonable period of time—in excess of five years—to bring this action thereby prejudicing Defendants. Accordingly, Plaintiff’s cause of action should be dismissed under the doctrine of laches.

AS A FOURTH DEFENSE

49. FURTHER ANSWERING, Plaintiff’s claims are barred by the equitable doctrines of waiver, estoppel, unclean hands and acquiescence.

50. FURTHER ANSWERING, in the event the Court determines Saluda County is the owner of any of the property subject to this this action, Plaintiff cannot obtain any interest in the property by prescription or adverse possession.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendants pray unto this Court that the action be dismissed, with prejudice, that the costs of this action be taxed against some party other than Defendants, for its reasonable attorneys' fees, and for such other and further relief as the Court deems just and proper.

Turner Padget Graham & Laney, P.A.

s/James F. Knox

James F. Knox

SC Bar No. 100953

Post Office Box 1473

Columbia, South Carolina 29202

Direct: 803-227-4320

Fax: 803-400-1550

JKnox@turnerpadget.com

ATTORNEYS FOR DEFENDANTS

SALUDA COUNTY AND SALUDA

COUNTY COUNCIL

Columbia, South Carolina
April 7, 2021

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SALUDA

Case No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

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

Defendants.

**ANSWER, CROSSCLAIM AND
COUNTERCLAIMS OF THE DEFENDANT,
RHONDA W. BROWNING, TO THE
PLAINTIFF'S COMPLAINT**

Defendant, Rhonda W. Browning (Browning), respectfully submits this Answer, Crossclaim, and Counterclaims to the Plaintiff's Complaint.

FOR A FIRST DEFENSE

1. Every allegation of the Complaint not specifically admitted is denied.

FOR A SECOND DEFENSE

2. Browning does not have enough information to admit or deny paragraph 1.
3. Paragraphs 2 and 3 are admitted.
4. Browning does not have enough information to admit or deny paragraph 4.
5. Paragraph 5 is admitted to the extent its allegations are consistent with the public land records of Saluda County. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.
6. Paragraphs 6 and 7 are admitted.

ROA000053

7. Paragraph 8 is admitted to the extent its allegations are consistent with the public land records of Saluda County. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.

8. Browning does not have enough information to admit or deny paragraph 9.

9. Paragraphs 10, 11, 12, 13 and 14 are admitted to the extent their allegations are consistent with the public land records of Saluda County. To the extent any allegations in these paragraphs remain unanswered, Browning does not have enough information to admit or deny such allegations.

10. Browning does not have enough information to admit or deny the allegations of paragraphs 15, 16 and 17.

11. Paragraph 18 is denied to the extent it alleges the property owned by Browning, as hereafter described is a portion of Lot 1 as shown on a plat by T.R. Pettit, dated September 1950, recorded in the Saluda County Clerk of Court Office at plat book 4, page 17 (1950 Subdivision Plat). To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.

12. Paragraphs 19, 20, and 21 are denied.

13. Paragraph 22 is admitted to the extent it alleges a plat by Arthur Weed, possibly dated May 6, 1974, recorded in the Office of the Saluda County Clerk of Court on November 5, 1987, at Plat Book 27, Page 20 (1987 Weed Plat), shows the subdivision of a tract of land into 4 lots, one of which became the property owned by Browning (Browning Lot). To the extent this paragraph alleges the property shown on the 1987 Weed Plat was a portion of Lot 1 shown on the 1950 Subdivision Plat, this paragraph is denied. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.

14. Paragraphs 23 and 24 are denied.
15. Paragraph 25 is admitted to the extent that a plat done for George W. and Camilla Doss by Gene L. Dinkins, dated October 21, 1987, was recorded in the Office of the Saluda County Clerk of Court on November 20, 1987 at Plat Book 132, Page 310 (1987 Dinkins Plat), and a plat done for Browning by Benjamin H. Whetstone, dated August 7, 2007 was recorded in the Office of the Saluda County Clerk of Court on August 30, 2007 at Plat Book 809, Page 10 (2007 Whetstone Plat). The balance of the paragraph is denied.
16. Paragraphs 26, 27 and 28 are denied.
17. Paragraph 29 is admitted.
18. Paragraph 30 is admitted to the extent that it alleges Saluda County and/or Browning, or her predecessors-in-title, undertook no proceedings to close any alleged public road on the Browning Lot because no such road exists. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.
19. Paragraphs 31 and 32 are denied.
20. Paragraph 33 is admitted to the extent it alleges several years ago Browning planted cypress trees on the Browning Lot. The balance of the paragraph is denied.
21. Paragraph 34 is admitted to the extent it alleges the relief Plaintiff seeks. It is denied to the extent this paragraph alleges Plaintiff is entitled to such relief. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.
22. Paragraph 35 is admitted to the extent it alleges Plaintiff has named certain parties as defendants in this lawsuit. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.

23. Paragraph 36 is admitted to the extent it alleges the statutory process for closing a public road has not been undertaken regarding the area of the Browning Lot in dispute because no such public road exists. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.

24. To the extent paragraphs 37 and 38 allege Browning must undertake a road closing action to quiet title to the area of the Browning Lot in dispute, these paragraphs are denied. To the extent any allegation in these paragraphs remains unanswered, Browning does not have enough information to admit or deny such allegation.

25. Paragraph 39 is denied unless otherwise admitted.

26. Paragraph 40 is admitted to the extent Plaintiff alleges she is seeking an alternative form of relief. This paragraph is denied to the extent it alleges Plaintiff is entitled to the alternative form of relief Plaintiff seeks. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.

27. Paragraphs 41, 42, and 43 are denied.

28. Paragraph 44 is admitted to the extent it recites the alternative relief Plaintiff seeks. This paragraph is denied to the extent it alleges Plaintiff is entitled to any such alternative relief. To the extent any allegation in this paragraph remains unanswered, Browning does not have enough information to admit or deny such allegation.

FOR A THIRD DEFENSE
(Statute of Limitations)

29. Every allegation is incorporated as if set forth verbatim.

30. Plaintiff's claims are barred by the applicable statute of limitations.

FOR A FOURTH DEFENSE

(Laches, Waiver, Estoppel and Stale Claim)

31. Every allegation is incorporated as if set forth verbatim.
32. Plaintiff's claims are barred by the doctrines of laches, waiver, estoppel, and stale claim.

FOR A FIFTH DEFENSE

(Acquiescence)

33. Every allegation is incorporated as if set forth verbatim.
34. Plaintiff's claims are barred by the doctrine of acquiescence.

FOR A SIXTH DEFENSE AND FIRST CROSSCLAIM AND COUNTERCLAIM

(Declaratory Judgment; Quiet Title)

35. Every allegation is incorporated as if set forth verbatim.
36. This Crossclaim, Counterclaim, and the following Counterclaims, are brought under S.C. Code Ann. § 15-53-10, *et. seq.*, because there is an actual, justiciable controversy and dispute between the parties regarding the subject of this lawsuit.
37. By deed dated August 12, 1927, recorded in the Saluda County Clerk of Court's Office on August 16, 1927, at book 25, page 412, Eugenia Derrick conveyed 83 acres to the Lexington Water Power Company.
38. By deed dated January 24, 1963, recorded in the Saluda County Clerk of Court's Office on April 28, 1969, at book 64, page 26, South Carolina Electric and Gas Company (SCE&G), formerly known as Lexington Water Power Company conveyed a 2.14 acre tract to Maye W. Sessions, this 2.14 acre track being a portion of the 83 acres previously conveyed to SCE&G by Eugenia Derrick.
39. By deed dated November 18, 1987, recorded in the Saluda County Clerk of Court's Office on November 20, 1987, in book 132, page 309, Maye W. Sessions conveyed a .72 acre track,

identified above as the Browning Lot to George W. Doss and Camilla Doss, the Browning Lot being a portion of the 2.14 acre track conveyed by SCE&G to May W. Sessions.

40. By deed dated September 23, 1993, recorded in the Saluda County Clerk of Court's Office on September 24, 1993, at book 275, page 32, George W. Doss conveyed his interest in the Browning Lot to Camilla Doss.

41. By deed dated August 22, 2007, recorded in the Saluda County Clerk of Court's Office on August 30, 2007, at book 809, page 11, Camilla Doss conveyed the Browning Lot to Browning.

42. By quitclaim deed dated September 21, 2015, recorded in the Saluda County ROD on September 22, 2015, at book 1088, page 52 (Saluda County Quitclaim Deed), Saluda County quitclaimed what is described in the Saluda County Quitclaim Deed as "[t]hat certain 30-foot road being an extension of Moonlight Drive.... (the "Moonlight Lane Extension")" and which is shown on the 2007 Whetstone Plat as measuring approximately 51.62 feet in length and 30.85 feet in width.

43. Browning is informed and believes no deed in the Plaintiff's chain-of-title conveyed to the Plaintiff, or the Plaintiff's predecessors-in-title, the fee simple interest in any portion of the Browning Lot including, without limitation, the Moonlight Lane Extension and the area shown as Greenwood Street on the 1950 Subdivision Plat, which Plaintiff alleges lies to the northeast of the Moonlight Lane Extension and runs through the Browning Lot as that lot is shown on the 2007 Whetstone Plat.

44. Browning is informed and believes no deed from any source conveyed to Saluda County the fee simple interest in, or a right-of-way interest over, the Moonlight Lane Extension or the area shown as Greenwood Street on the Subdivision Plat which Plaintiff alleges lies to the northeast of the Moonlight Lane Extension.

45. Browning is further informed and believes Saluda County has claimed no fee simple in, or right-of-way interest over, the Moonlight Lane Extension or the area shown as Greenwood Street on the Subdivision Plat which Plaintiff alleges lies to the northeast of the Moonlight Lane Extension.

46. Browning is further informed and believes to the extent Saluda County ever claimed any interest in, to or over the Moonlight Lane Extension, Saluda County, by the Saluda County Quit Claim Deed and under S.C. Code Ann. § 57-17-10, has discontinued such interest in, to or over the Moonlight Lane Extension.

47. Browning is informed and believes she is entitled to a declaration of this Court she owns the Browning Lot, as the Browning Lot is shown on the 2007 Whetstone Plat, and the Moonlight Lane Extension, in fee simple absolute, free and clear of any claim of interest by any party to this action.

FOR A SEVENTH DEFENSE AND SECOND COUNTERCLAIM

(Declaratory Judgment; Greenwood Street/Moonlight Lane Easement/Abandonment)

48. Every allegation is incorporated as if set forth verbatim.

49. To the extent the Plaintiff asserts she has any easement rights in, to or over Moonlight Lane Extension and/or any portion of the Browning Lot as shown on the 2007 Whetstone Plat, Plaintiff, and/or her predecessors-in-title, have abandoned any such interest, and Browning is informed and believes she is entitled to a declaration from this Court to this effect.

FOR AN EIGHTH DEFENSE AND THIRD COUNTERCLAIM
(Declaratory Judgment; Greenwood Street/Moonlight Lane Easement
Extinguishment by Adverse Possession)

50. Every allegation is incorporated as if set forth verbatim.

51. To the extent Plaintiff claims an easement over Moonlight Lane Extension and/or any portion of the Browning Lot as shown on the 2007 Whetstone Plat, any such interest has been extinguished by Browning's possession of the Browning Lot and the Moonlight Lane Extension, continuously, with hostility, openly, notoriously and exclusively, for the requisite 10 year claim of right period, the 20 presumption of a grant period, and/or the 40 year statute of repose period.

52. Browning is informed and believes she is entitled to a declaration of this Court to the effect any claim of Plaintiff to an easement over any portion of the Browning Lot, including the Moonlight Lane Extension, has been extinguished by her adverse possession of that property.

WHEREFORE, having fully responded to the allegations of the Plaintiff's complaint Browning prays that this Court enter judgment in her favor as follows:

1. Dismissing the Plaintiff's Complaint with prejudice and canceling the Lis Pendens filed by the Plaintiff;
2. Declaring neither the Plaintiff or Saluda County has any claim or interest in the Browning Lot, or the Moonlight Lane Extension and that Browning is the fee simple owner of the Browning Lot and the Moonlight Lane Extension; and
3. Awarding Browning the costs of this action; and such other and further relief as the Court determines is just and proper.

CALLISON TIGHE & ROBINSON, LLC

/s/ Louis H. Lang

Louis H. Lang, SC Bar No. 3127
1812 Lincoln Street, Suite #200
Post Office Box 1390
Columbia, South Carolina 29202-1390
Telephone: (803) 404-6900
Email: louislang@callisontighe.com

/s/ W. Joseph Moore, Jr.

W. Joseph Moore, Jr., SC Bar No. 10236
Frederick A. Gertz, SC Bar No:
Gertz & Moore, LLP
1416 Laurel Street
Post Office Box 456
Columbia, South Carolina 29202
Telephone: (803) 252-1524

ATTORNEYS FOR DEFENDANT,
RHONDA W. BROWNING

June 2, 2021
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SALUDA	)	FOR THE
	)	ELEVENTH JUDICIAL CIRCUIT
Jan H. Bryan,	)	
	)	Civil Action No.: 2021-CP-41-00032
Plaintiff,	)	
	)	
v.	)	
	)	
Saluda County, Saluda County Council,	)	PLAINTIFF'S REPLY TO
Donald E. Hancock in his former official	)	COUNTERCLAIM OF DEFENDANT
capacity as Chairman of the Saluda County	)	RHONDA W. BROWNING
Council, Rhonda W. Browning, and First	)	
Community Bank,	)	
	)	
Defendants.	)	

Plaintiff, Jan H. Bryan ("Plaintiff" or "Ms. Bryan"), responding to the counterclaim of Rhonda W. Browning as follows:

FOR A FIRST DEFENSE
(General Denial)

1. Plaintiff denies any and all allegations in the Counterclaim which are not specifically admitted herein.
2. Plaintiff is not required to admit or deny the truth of the allegations of Paragraphs 1 through 35 because such allegations are not intended to state a claim against the Plaintiff. If and to the extent that such allegations are later held or taken to state a claim against Plaintiff, then such allegations together with all inferences to be derived therefrom are denied.
3. Defendant admits the allegations in Paragraph 36.
4. As to the allegations contained in Counterclaim Paragraphs 37, 38, 39, 40, 41, and 42, Plaintiff admits that the referenced deeds are recorded with the Lexington County Register of Deeds, as to their sufficiency, accuracy, or proper title conveyance, Plaintiff would rely on the complete record, including plats of references and other deeds.
5. Plaintiff denies the allegations of Counterclaim paragraph 43.

ROA000062

6. Plaintiff admits the allegations of Counterclaim paragraph 44, as it does not appear there is any deed to Saluda County related to the title of the road in question, but Plaintiff denies that Saluda County does not own the road or right of way.

7. Plaintiff denies the allegations of Counterclaim paragraphs 45, 46, 47, 48, 49, 50, 51, and 52.

FOR A SECOND DEFENSE
(No Continuous and Uninterrupted Use for 20 Years)

8. The Defendant cannot show or establish continuous and uninterrupted use of the road in question.

WHEREFORE, having answered the Counterclaim of the Defendant, the Plaintiff prays that this Court dismiss this Defendant's claims and grant the relief the Plaintiff seeks in the Complaint, grant the Plaintiff such costs and fees as may be allowable by law; and for such other and further relief as the Court may deem proper.

BRUNER POWELL WALL & MULLINS, LLC

s/ Chelsea J. Clark

Wesley D. Peel, Bar No. 9283

Chelsea J. Clark, Bar No. 102211

Post Office Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

wpeel@brunerpowell.com

cclark@brunerpowell.com

June 25, 2021

Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SALUDA

Case No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

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

Defendants.

**NOTICE OF MOTION AND MOTION FOR
SUMMARY JUDGMENT BY DEFENDANT,
RHONDA W. BROWNING**

TO: PLAINTIFF, JAN H. BRYAN, AND PLAINTIFF'S COUNSEL:

YOU WILL PLEASE TAKE NOTICE, that ten (10) days from the service of this motion, or as soon thereafter as counsel may be heard, Defendant, Rhonda W. Browning (Browning), will move this Court under Rule 56, SCRPC, for an order dismissing Plaintiff's claims against her because there are no genuine issues of fact regarding Plaintiff's claims and Browning is entitled to judgment as a matter of law.

INTRODUCTION

Plaintiff asserts two claims against Browning.

First, Plaintiff alleges a portion of a road on a 1950 Subdivision plat, hereafter referred to as Moonlight Lane Extended, was dedicated to Saluda County as a public road. Plaintiff asserts Moonlight Lane Extended was then improperly subsumed into Browning's property without the South Carolina statutory public road closing process being undertaken. Plaintiff seeks a declaration that if Moonlight Lane Extended was a public road and if it were closed under South Carolina's road closing statute, she would be entitled to one-half, or fifteen feet, of the fee interest

ROA000064

underneath Moonlight Lane Extended's alleged thirty-foot right-of-way, depriving Browning of her fee interest in a fifteen foot swath of Browning's property running from Moonlight Lane Extended's northern boundary to the 360 foot contour line of Lake Murray, a distance of about 223 feet.

Alternatively, Plaintiff asserts she has a prescriptive easement over the entire alleged 30 foot right-of-way of Moonlight Lane Extended which she claims runs the length of Browning's property.

Neither of Plaintiff's claims has any merit.

As for Plaintiff's claim that Moonlight Lane Extended was a publicly dedicated road, 172 feet of what Plaintiff claims was Moonlight Lane Extended was never part of the subdivision shown on the 1950 Subdivision Plat – it was fringe property, i.e., property purchased by Lexington Water Power Company before the inundation of Lake Murray which lies above the 360 foot contour line of Lake Murray. In 1963, Lexington Water Power Company's successor-in-interest, South Carolina Electric and Gas Company ("SCE&G"), sold this "fringe property" to Browning's predecessor-in-interest.

Regarding the balance of Moonlight Lane – a 51 by 30 foot strip; (1) it was never dedicated as a county road, Saluda County accepted no such dedication nor did it ever maintain Moonlight Lane Extended; (2) Saluda County never has and does not now claim it owns the fee interest under any Saluda County road it maintains; and (3) in 2015 Saluda County quit claimed to Browning any interest it may have had in this portion of Moonlight Lane Extended.

As to the Plaintiff's claims to a prescriptive easement over Moonlight Lane, Plaintiff's property fronts on a road maintained by Saluda County – she has no need for any additional access to her property at the expense of Browning. Plaintiff has never used what she claims to be

Moonlight Lane Extended to the extent or for the time necessary to satisfy the elements of a prescription easement.

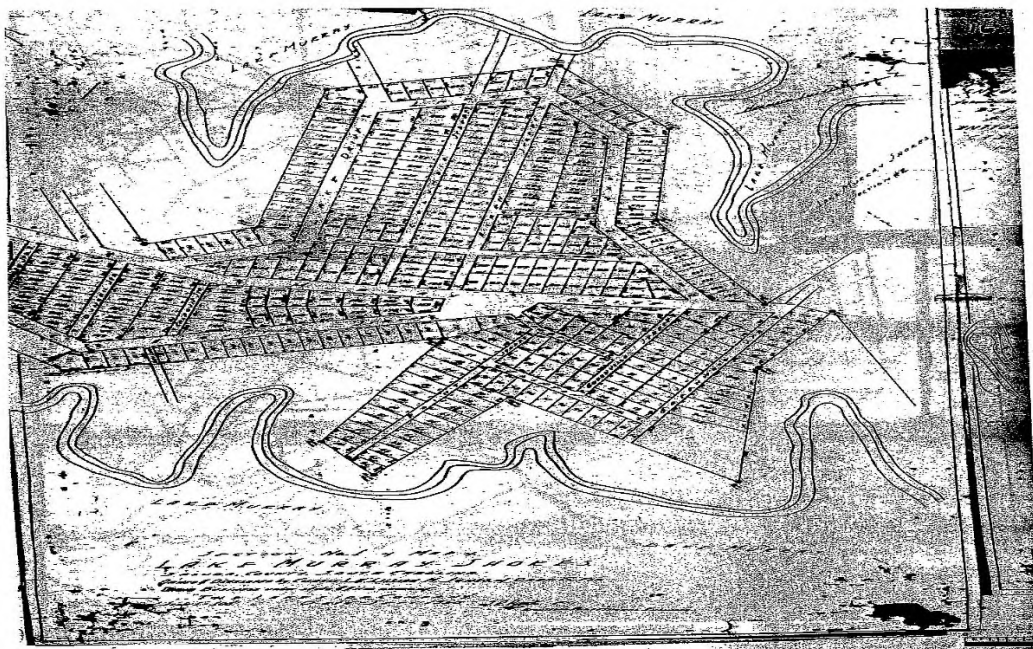
Browning is entitled to summary judgment on both claims.

UNDISPUTED FACTS

A. Subdivision Plat

Attached as **Exhibit “A”** is a copy of the subdivision plat under which Plaintiff makes her claim to a fee interest in a portion of Browning’s property. The plat is dated September 1950 and recorded in the public land records of Saluda County at plat book 4, page 17 (“1950 Subdivision Plat”).

Attached, and inserted below, as **Exhibit “A-1,”** is the pertinent portion of the 1950 Subdivision Plat. Plaintiff’s property consists of lots 79 and 80, and Browning’s property is a portion of the 1950 Subdivision Plat Lot 1. What Plaintiff claims to be a portion of Moonlight Lane Extended runs between lots 80 and 1. As is clear from the attached **Exhibit A-1**, and the below insert, Lot 1 on the 1950 Subdivision Plat, never touched the waters of Lake Murray.



B. Browning's Chain-of-Title

By deed dated April 30, 1951, recorded in the public land records of Saluda County, attached as **Exhibit “B,”** the subdivision developers, Curtis L. and Lillian M. Jones, doing business as The Lakeside Company, conveyed 1950 Subdivision Plat Lot 1 to Maye W. Sessions. For reasons that are not clear¹, by deed dated May 5, 1954, recorded in the public land records of Saluda County at book 44, page 112, and attached as **Exhibit “B-1,”** the subdivision developers again conveyed Lot 1 to Maye W. Sessions.

By deed dated January 24, 1963, attached as **Exhibit “C,”** and recorded² in the public land records of Saluda County at book 64, page 26, SCE&G conveyed a 2.14-acre tract to Ms. Sessions. This is the “fringe property” which extended the 1950 Subdivision Plat Lot 1, already owned by Ms. Sessions, to the Lake Murray shore. The property description in the 1963 deed refers to a “Partial Plat of Lands of Mrs. Eugenia Derrick, Drawing #516-96 dated September 21, 1962, hereto annexed and made a part ... [of the 1963 deed] as Exhibit A.” Exhibit “A” to SCE&G’s deed to Ms. Sessions shows the fringe property conveyed by that deed.

By a plat dated May 6, 1974, recorded in the public land records of Saluda County at plat book 27, page 20 and attached as **Exhibit “D”** (“1974 Weed Plat”), Ms. Sessions subdivided 1950 Subdivision Plat Lot 1 and the fringe property she acquired from SCE&G, into four lots, of which the .72-acre lot became the Browning property.

By deed dated November 18, 1987, attached as **Exhibit “E,”** and recorded December 3, 1987, in the public land records of Saluda County at book 132, page 308, Ms. Sessions conveyed

¹ The 1954 deed into Ms. Sessions appears to delete 3 of the 9 restrictive covenants contained in the 1951 deed, which may explain the second deed.

² Exhibit “C” is an unrecorded copy of the recorded 1964 deed which was obtained by Plaintiff through a subpoena to Dominion Energy. It is identical to the recorded copy, except the recorded copy is of much poorer quality.

the .72-acre lot to George and Camilla Doss. This deed describes the property with reference to the 1974 Weed Plat, and a plat done by Cox & Dinkins, Inc., later recorded in the public land records of Saluda County at plat book 132, page 310, and attached as **Exhibit “F”** (“1987 Cox & Dinkins Plat”).

By deed dated September 23, 1993, recorded in the public land records of Saluda County at book 275, page 32, and attached as **Exhibit “G,”** George Doss conveyed his interest in the .72-acre lot to Camilla Doss.

By deed dated August 22, 2007, recorded in the public land records of Saluda County at book 809, page 11, and attached as **Exhibit “H,”** Camilla Doss, then known as Camilla Spencer, conveyed the .72-acre lot to Browning. This deed describes the .72-acre lot by reference to the 1974 Weed Plat, and a 2007 plat prepared by Ben Whetstone dated August 6, 2007, recorded in the public land records of Saluda County at record book 809, page 10, and attached as **Exhibit “I”** (“2007 Whetstone Plat”) as well as inserted below.



Finally, by quit claim deed dated September 21, 2015, recorded in the public land records of Saluda County at record book 1088, page 52, and attached as **Exhibit “J,”** Saluda County quit claimed whatever interest it may have had in the approximately 30 by 50-foot strip referenced above to Browning. This 30 by 50-foot strip is shown on the 2007 Whetstone plat.

Attached and marked as **Exhibit “K,”** is an affidavit from Gene L. Dinkins, registered land surveyor and professional engineer. Mr. Dinkins signed and sealed the 1987 Cox & Dinkins Plat.

In his affidavit, Mr. Dinkins says the Browning property is located mostly within the fringe property purchased by Ms. Sessions from SCE&G in 1963, as shown outlined in red and marked with an “X” on **Exhibit “B”** to Mr. Dinkins’ affidavit. Moonlight Lane, according to Mr. Dinkins, never extended all the way to the shores of Lake Murray because Lot 1, on the 1950 Subdivision Plat, did not extend to the Lake Murray shore.

Inserted here is a portion of **Exhibit “B”** to Mr. Dinkins’ affidavit showing the Browning property marked with a red “X.”



ARGUMENT

A. Plaintiff's fee simple claim to a portion of Browning's property.

Plaintiff alleges that by filing the 1950 Subdivision Plat, the subdivision developers dedicated Moonlight Lane Extended to Saluda County. *See* Complaint ¶ 21, “[Saluda] County accepted the [1950 Subdivision Plat] and the designation of the public [Moonlight Lane] road.” Plaintiff then asserts that had Moonlight Lane Extended been closed under South Carolina’s road closing statute, 15 feet, or one-half, of the fee simple interest of the 30 foot wide Moonlight Lane Extended public right-of-way, should belong to her because her property borders on the alleged Moonlight Lane Extended public right-of-way.

Plaintiff further alleges the 1950 Subdivision Plat shows Lot 1 being bound on two sides by the shores of Lake Murray. *See e.g.*, Complaint ¶ 17, “[o]n the 1950 [Subdivision Plat] a large portion of the land ... was reserved on a point of land surrounded on two sides by water and identified as [1950 Subdivision Plat Lot 1]....” Plaintiff says because the 1950 Subdivision Plat Lot 1 is bound on two sides by the shores of Lake Murray, Moonlight Lane Extended ran the entire length of what became the Browning Property down to the shores of Lake Murray. *See e.g.* Complaint ¶ 19, “[o]n the [1950 Subdivision Plat] Moonlight [Lane] ran ... all the way down to the water’s edge....”

As shown by the chain-of-title to Browning’s property, in particular, the 1963 conveyance of the fringe property by SCE&G to Browning’s predecessor-in-interest, and as is further shown by the affidavit of Mr. Dinkins (**Exhibit “K”**), the 1950 Subdivision Plat Lot 1 was never bound on any side by the shores of Lake Murray. When Ms. Sessions bought 1950 Subdivision Lot 1 in 1951, she did not buy lake front property. It was only with her purchase of the fringe property in 1963, that Lot 1, when combined with the fringe property, provided Ms. Sessions’ 1950

Subdivision Lot 1 access to Lake Murray, and gave Ms. Sessions the opportunity in 1974 to subdivide the combined the 1950 Subdivision Plat Lot 1 and fringe property into four lots, each of which fronts on Lake Murray and of which the .72-acre lot became the Browning property. *See* 1974 Weed Plat, **Exhibit “D.”**

As shown on the 2007 Whetstone Plat (**Exhibit “I”**), the portion of Moonlight Lane claimed by the Plaintiff which was fringe property runs about 171.77 feet from the terminus, as shown on the Whetstone Plat, of Moonlight Lane Extended to the shores of Lake Murray. This portion of Moonlight Lane Extended Plaintiff claims to have been a dedicated public road or right-of-way based on the 1950 Subdivision Plat was never part of the subdivision shown on that plat. Therefore, whatever implied dedication arose from the 1950 Subdivision Plat could not affect this 171.77 foot portion of Moonlight Lane Extended because this fringe property was never part of the subdivision and is not shown on the 1950 Subdivision Plat.

Accordingly, as to this 171.77-foot portion of Moonlight Lane Extended, to which Plaintiff claims an interest, even if the Plaintiff could prove an implied public dedication of Moonlight Lane Extended based on the 1950 Subdivision Plat, and an acceptance of that dedication, there is no factual basis for part of Plaintiff’s claim to a portion of Browning’s property and Browning is entitled to judgment as a matter of law.

Further, as to any portion of Moonlight Lane Extended, Plaintiff can show no express or implied public dedication.

There is no evidence of any express public dedication of Moonlight Lane Extended.

Two elements must be shown to establish an implied dedication: “(1) the owner’s clear and unmistakable intention to dedicate the property to public use, and (2) acceptance of that property by the public.” *Vick v. S.C. Dept. of Transp.*, 347 S.C. 470, 477, 556 S.E.2d 693, 697 (Ct. App.

2001).

“The owner’s intention to dedicate must be manifested in a positive and unmistakable manner.” *Hoogenboom v. City of Beaufort*, 315 S.C. 306, 317, 433 S.E.2d 875, 883 (Ct. App. 1992). The party claiming a public dedication has the burden of proof to show that dedication. *Anderson v. Town of Hemingway*, 269 S.C. 351, 354, 237 S.E.2d 489, 490 (1977) (“Since we know that individual owners of property are not apt to transfer it to the community or subject it to public servitude without compensation, the burden of proof to establish dedication is upon the party claiming it.”). “[D]edication is an exceptional mode of passing an interest in land, and the proof of dedication must be strict, cogent, and convincing.” *Hoogenboom*, 315 S.C. at 317, 433 S.E.2d at 883.”

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). Where there is evidence of an intent by a landowner to dedicate their property to the public, no specific duration of use by the public must be established to show acceptance of such an implied dedication. *Boyd v. Hyatt*, 294 S.C. 360, 364, 364 S.E. 2d 478, 480 (Ct. App. 1988). 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).

As to clear and unequivocal evidence of the subdivision owners' intent to publicly dedicate Moonlight Lane Extended, there is none.

Nothing on the 1950 Subdivision Plat shows the subdivision owners intended to dedicate Moonlight Lane Extended to Saluda County, and there is no evidence from any other source showing the subdivision's owner's intent to dedicate Moonlight Lane Extended to Saluda County.

Plaintiff's claim of public dedication must fail because she cannot show the first element of public dedication – an intent by the owner to dedicate.

Even if there was any evidence of the subdivision's owner's intent to publicly dedicate Moonlight Lane Extended, there is no evidence Saluda County ever accepted that dedication.

While the 1950 Subdivision Plat is recorded, there is no indication on that plat that Saluda County "approved" the plat, as in modern, zoning ordinance times, it ordinarily would. Further, even if Saluda County had approved the 1950 Plat for recording or otherwise, such approval "... does not constitute an acceptance of the proposed public dedication." *Tupper*, at 326-27, 487 S.E.2d at 192, *citing Salzer v. Green*, 48 Mich. App. 34, 209 N.W. 2d 849 (1973).

However, the "use, repair, and working of the streets by public authorities is a mode of acceptance." *Tupper* at 326, 487 S.E.2d at 192. 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).

Here, Saluda County has said that it never maintained Moonlight Lane Extended.

Attached as **Exhibit "L"** is an affidavit dated September 1, 2020, from Billie Corley, former Superintendent of the Saluda County Roads and Bridges Department, where he says, "[t]he record needs to show that we, the Saluda County Roads and Bridges Department, have no record of maintenance done on the 30' x 100' (sic) extension of Moonlight Drive (sic)."

The Saluda County Rule 30(b)(6), SCRCPP, deponent on the subject, among others, of Saluda County road maintenance said:

Q. Okay. And you indicated earlier that the county roads -- the county roads in Saluda County total 380 miles. Is that right?

A. Approximately, yes, ma'am.

Q. And is that the approximate amount of mileage that the County maintains?

A. Yes, ma'am.

Q. And is the Moonlight Extension³ included in that 380 miles?

A. No, ma'am.

Billy Corley, mentioned above, also testified at deposition as follows:

Q. And your view that Saluda County never maintained that little 30-by-100 foot strip is based upon what?

A. It was not considered to be a county road.

Q. And it was not considered to be a county road because?

A. No particular reason. I never even knew it was there.

...

Q. Sure. Let me hand you what's been marked Plaintiff's Exhibit Number 2 for this deposition, and I think you talked about -- and this is that 1966 DOT map, and we talked about two Moonlight Lanes and then an area that is approximately a 22 hundred feet by 30 feet wide at the end of one of the Moonlight Lanes. Is that the area we're talking about?

A. Yes.

Q. Moonlight Lane Extension?

A. Yes.

³ The 51-foot strip is referred to by some witnesses as "Moonlight Lane Extension"

Q. Okay. All right. Do you remember – did you ever go out there and look to see what it looked like in your tenure as –

A. Oh, yeah.

Q. Okay. What did it look like?

A. It had no redeeming value. I mean, it didn't have any -- there was no road indication. It was just a -- just a piece of property.

In addition to there being no testimony from Saluda County that the County ever recognized or accepted any portion of Moonlight Lane Extended as a Saluda County Road, Saluda County has no documentary evidence it ever recognized, accepted or maintained Moonlight Lane Extended.

Browning is entitled to summary judgment on Plaintiff's claim that she is entitled to a fee simple interest in any portion of Moonlight Lane Extended.

B. Plaintiff's claim to a 30 foot easement.

Plaintiff's second cause of action asserts a prescriptive easement over the entire width – 30 feet – and length of the supposed Moonlight Lane Extended, alleging that she and her “guests have continually used the road in question ... without interruption since her purchase in 1987...,” and “[t]he road is used by Plaintiff and her guests for access to the rear portion of her property where her boathouse and dock is located....” Complaint, ¶¶ 42 and 43.

Plaintiff testified that she bought the property for “recreation purposes,” that her family stayed on the property “lots in the summertime,” and “on holidays” but never lived on the property full time. Bryan deposition p. 10, ll. 11 – 16, and p. 12, l. 20 – p. 13, l. 1. As to the claimed easement area, “[i]t was just - - just grass, just – I mean, it looked like the rest of the yard...,” there was no gravel on the alleged easement area, and there were no “ruts or where you could see a car had driven.” Bryan deposition p. 14, ll. 17 – 18 and ll. 24 – p. 15, ll. 2. As to the “use” of the

alleged easement area, Plaintiff testified:

We put picnic tables out there [on the claimed easement area]. We parked a boat out there. We parked cars out there. We used it for whatever we needed to use it for. When we had cookouts there, we had a barbecue grill there. When we had a lot of people there for a cookout, we parked extra cars over there.

Bryan deposition p. 19, ll. 1 – 6.

Finally, Plaintiff, when asked how long the easement area was used, testified, “[f]rom the time we moved in until – until – they put up the trees.” Bryan deposition p. 20, ll.18 – 20.

Plaintiff bought her property by deed dated December 7, 1987. Browning bought her property by deed dated August 22, 2007. Browning testified at her deposition that the “trees” to which Plaintiff referred in her deposition were there when she bought her property. Browning deposition p. 11, l. 11 – p. 12, l. 1, (“... Camilla Doss planted [the trees ... and they] were, and are very much grown tall trees.”

"To establish a prescriptive easement, one must show: (1) continued and uninterrupted use or enjoyment of the right for a period of twenty years; (2) the identity of the thing enjoyed; and (3) use or enjoyment which is either adverse[,] or under claim of right.” *Bundy v. Shirley*, 412 S.C. 292, 304, 772 S.E.2d 163,169-70 (2015). “[W]hen it appears that claimant has enjoyed an easement openly, notoriously, continuously, and uninterruptedly, in derogation of another's rights, for the full period of 20 years, the use will be presumed to have been adverse.” *Simmons v. Berkeley Elec. Coop., Inc.*, 419 S.C. 223, 229, 797 S.E. 2d 387, 390 (2016), quoting *Williamson v. Abbott*, 107 S.C. 397, 400, 93 S.E. 15, 16 (1917).

Plaintiff seeks an appurtenant easement established by prescription.⁴ South Carolina law provides that for an easement to be appurtenant, it must be “essentially necessary to the enjoyment

⁴ There are two categories of easements recognized in South Carolina. An appurtenant easement is one that, among other qualities must be necessary to the enjoyment of the dominant estate. An

[of the dominant estate].” See, e.g., *Windham v. Riddle*, 370 S.C. 415, 418, 635 S.E.2d 558, 559 (Ct. App. 2006), *aff’d*, 381 S.C. 192, 672 S.E.2d 578 (2009); *Shia v. Pendergrass*, 222 S.C. 342, 72 S.E.2d 699 (1952); *Kershaw v. Burns*, 91 S.C. 129, 74 S.E. 378 (1912); *Whaley v. Stevens*, 21 S.C. 221 (1883); *Jeane/Sherratt Partnership v. Hodge*, 292 S.C. 459, 357 S.E.2d 193 (Ct. App. 1987).

In *Ballington v. Paxton*, 327 S.C. 372, 488 S.E.2d 882 (Ct. App. 1997), the South Carolina Court of Appeals said:

In this case, the evidence at trial established that, while perhaps not as convenient as the route across Paxton’s property, there are other means of access to the pond. Therefore, because the easement is not necessary for the use of the dominant estate, the easement must be characterized as an easement in gross rather than an appurtenant easement.

Id. at 380, 488 S.E.2d 887 (footnote omitted).

To like effect are the cases of *Steele v. Williams*, 204 S.C. 124, 28 S.E.2d 644 (1944) (finding that none of the elements of an appurtenant easement in a driveway were met, and noting “appellant’s lot fronts seventy feet on Anderson Street, which is a regular paved thoroughfare of the City of Greenville”); *Fisher v. Fair*, 34 S.C. 203, 13 S.E. 470 (1891) (easement was in gross where easement holder had other means of access to his property); *Tupper v. Dorchester County*, 326 S.C. 318, 326, 487 S.E.2d 187, 191 (1997) (“[T]here is other access which is simply less convenient. Accordingly, the trial court erred in finding that the easement was ‘necessary to the enjoyment of the dominant estate.’”).

1. Plaintiff cannot establish the requisite 20 years of adverse use.

Plaintiff testified at deposition her use of the alleged 30-foot easement area began when

easement in gross is of a commercial nature, the use of which results primarily in economic benefit to the dominant estate. *Steele v. Williams*, 204 S.C. 124, 28 S.E. 2d 644 (1944) and *Sandy v. Ragsdale*, 246 S.C. 414, 143 S.E.2d 803 (1965).

“we moved in....” until “they put up the trees.” Bryan deposition, p. 20, ll. 17 – 21. Browning testified that when she bought her property the “trees” to which Plaintiff was referring were already there. Browning deposition p. 11, l. 11 – p. 12, l. 1, (“... Camilla Doss planted [the trees ... and they] were, and are very much grown tall trees.”

Plaintiff bought her property by deed dated December 7, 1987. Browning bought her property by deed dated August 22, 2007. Assuming Plaintiff began using the alleged easement area the day she bought her property, and the trees were fully grown and planted the day before Browning received title to her property, Plaintiff stopped using the easement area 107 days short of the required 20-year adverse possession period.

2. Plaintiff cannot establish the easement she seeks is essentially necessary to the enjoyment of her property.

Attached as **Exhibit “M”** is an aerial of the Plaintiff’s and Browning’s properties. Plaintiff’s property fronts on a road. Browning’s property does not, and she testified her only access to her property is by way of the portion of Moonlight Lane Extended which was quit claimed to her by Saluda County. (“I spent a lot of money and cleared that area ... to make it accessible to get to my property otherwise I had no other way to get to my land.” Browning deposition, p. 9, ll. 1-13).

Plaintiff cannot establish the easement she seeks is essentially necessary for the enjoyment of her property and, therefore, cannot establish an appurtenant easement by prescription.

C. Browning’s Quiet Title Declaratory Judgment Counterclaim.

Browning’s Sixth Defense and First Crossclaim and Counterclaim seeks a declaration that she owns fee simple title to the property shown on the 2007 Whetstone Plat and the Moonlight Lane Extended area quit claimed to her by Saluda County, free and clear of any claimed interest of any party to this lawsuit.

Plaintiff cannot establish a public dedication or an easement over any portion of Moonlight Lane Extended. Browning is entitled to judgment to that effect and the converse of that judgment, a declaration she owns fee simple to the property she bought in 2007, and the area quit claimed to her by Saluda County.

CONCLUSION

Browning is entitled to judgment as a matter of law on Plaintiff's claims regarding her property and on her declaratory judgment cause of action.

CALLISON TIGHE & ROBINSON, LLC

/s/ Louis H. Lang

Louis H. Lang, SC Bar No. 3127
1812 Lincoln Street, Suite #200
Post Office Box 1390
Columbia, South Carolina 29202-1390
Telephone: 803-404-6900
Facsimile: 803-404-6902
Email: louislang@callisontighe.com

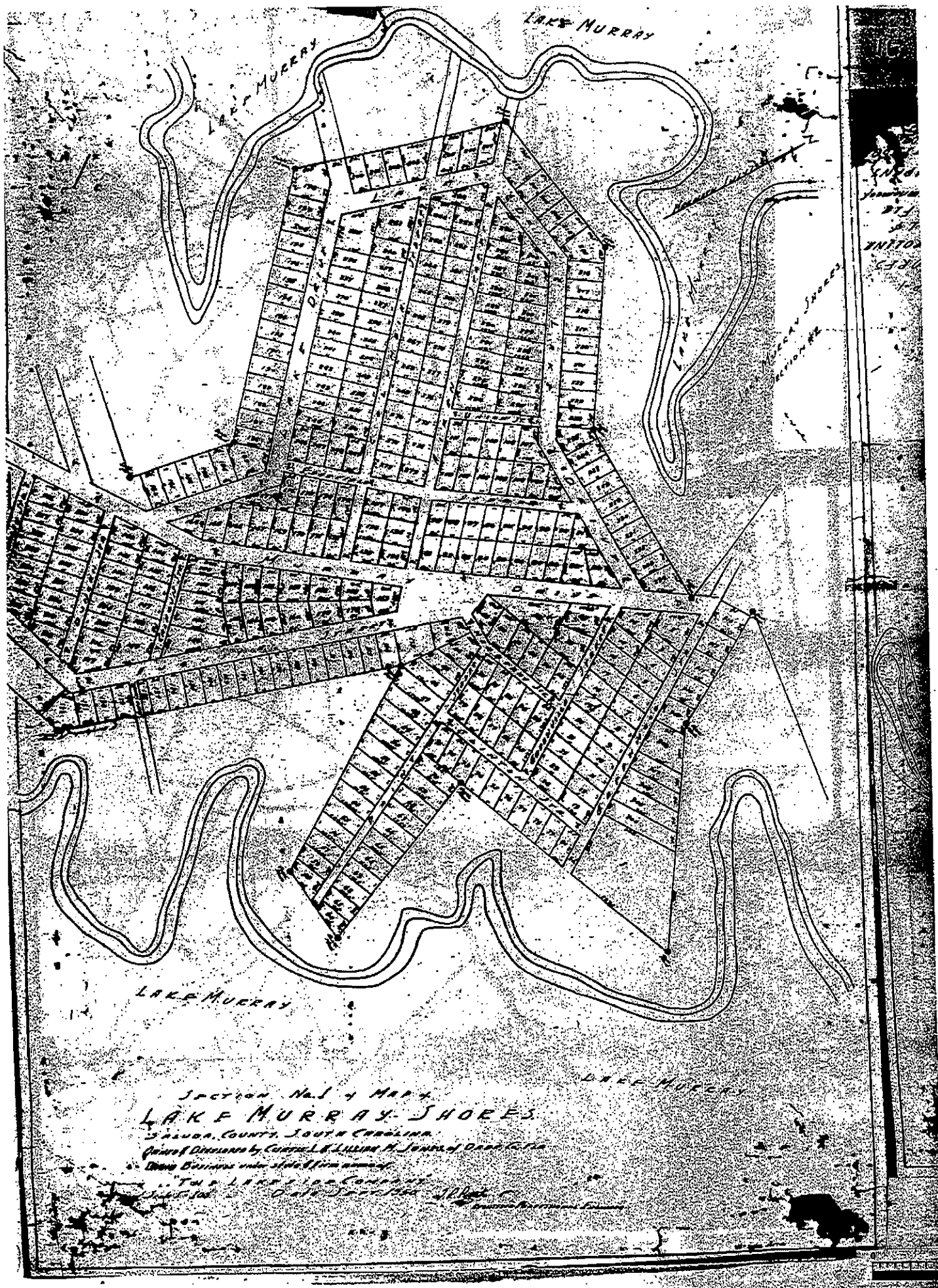
ATTORNEYS FOR DEFENDANT,
RHONDA W. BROWNING

May 17, 2023
Columbia, South Carolina

EXHIBIT

“A”

ROA000080



ROA000081



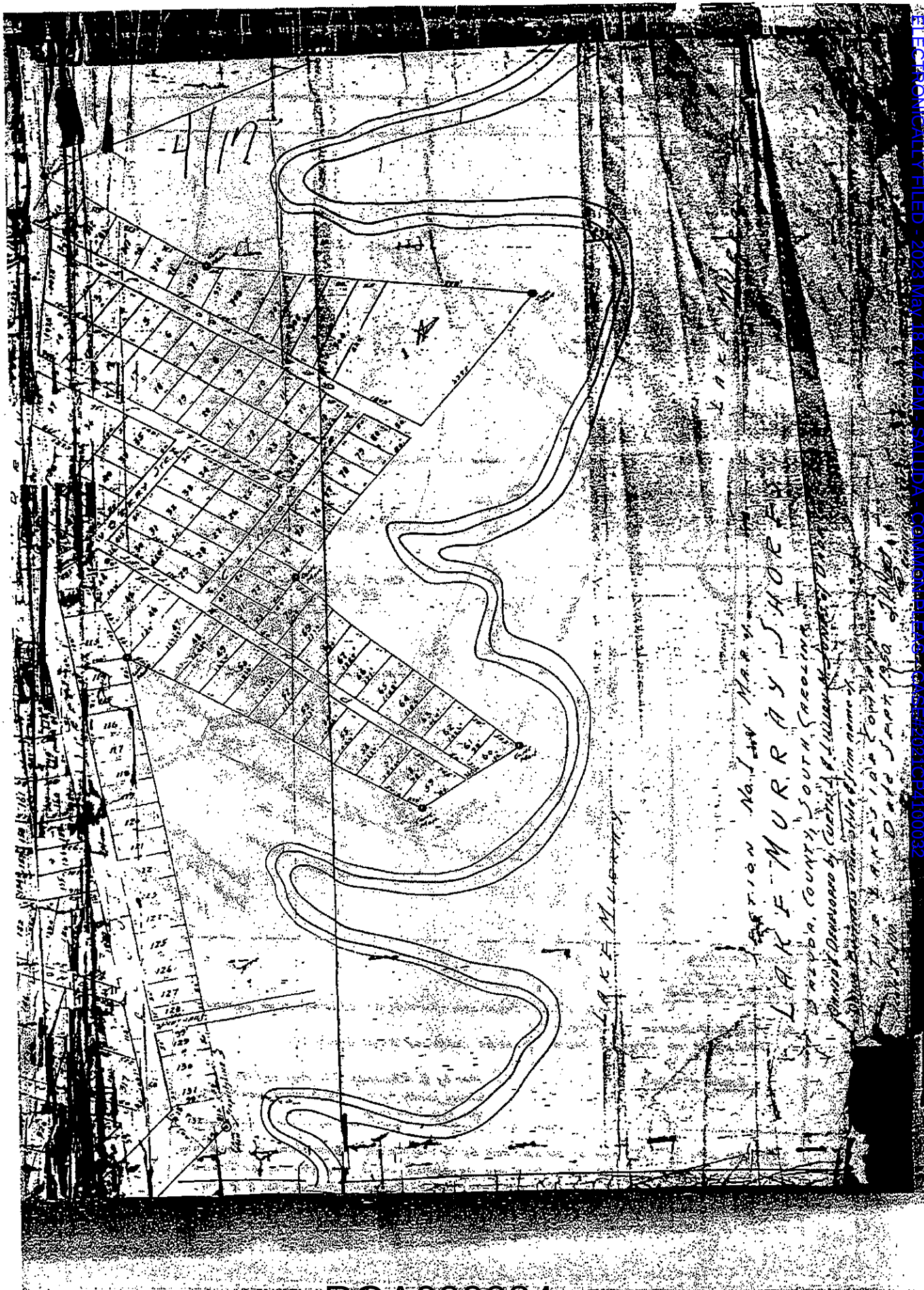
ROA000082

17



4/17

ROA000083

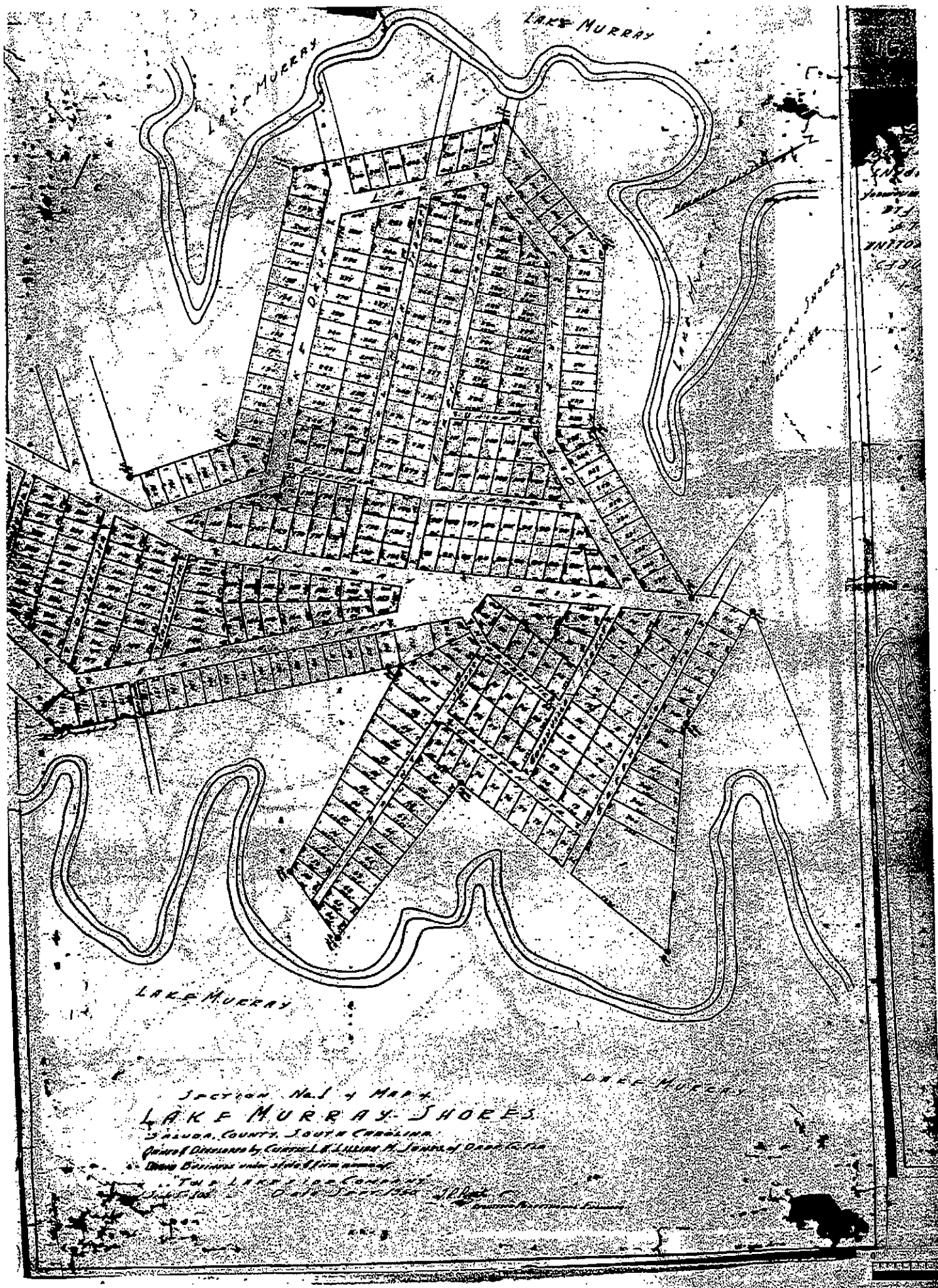


ROA000084

EXHIBIT

“A-1”

ROA000085



ROA000086

EXHIBIT “B”

ROA000087

STATE OF SOUTH CAROLINA
COUNTY OF SALUDA

KNOW ALL MEN BY THESE PRESENTS, That we, Curtis L. Jones and Lillian M. Jones, doing business under the firm name and style of The Lakeside Company, of Dade County, State of Florida, for and in consideration of the sum of --ten -- dollars to us paid by MAYE W. SESSIONS, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Maye W. Sessions, her heirs and assigns forever a certain lot or parcel of land in Holly School District, Saluda County, South Carolina, and described as follows:

Being Lot -- No. ONE, together with dwelling thereon and one electric water pump, as shown on Map or Plat of Lake Murray Shores No. 1. made by M.R. Petit, Registered Professional Engineer, dated the --- day of September, 1950, which said Map or Plat was duly recorded in the office of the Clerk of Court for Saluda County, South Carolina, in Plat Book 4, page 17.

TOGETHER with easements in, to, on and over all roads and community beaches on the Lake Murray Shores as designated on the aforesaid Map or Plat, and annexes thereto, which said privileges shall be in common with other property owners of Lake Murray Shores and annexes thereto.

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 MAYE W. SESSIONS, her heirs and assigns forever, subject, however, to the following reservations and restrictions which shall be deemed to be covenants running with the land.

1. The said grantors reserve the right to install telephone and electric light poles and wires, gas and water mains or license and permit the same to be done, in, upon or over the said streets or ways, and to conduct telephone or electrical light wires over any of said lots from any pole located upon any street or way to any lot shown on said Plat.
2. No building shall be erected on said premises, any portion of which shall be within ten (10) feet of the front line of said premises, or within four (4) feet from the ~~main~~ side line of any adjoining lot owner.
3. No building shall be erected on said premises less than twenty four (24) feet in length and twenty (20) feet in width.
5. No toilet shall be constructed except in accordance with local and state regulations relating to sewage disposal.
6. No animals or poultry shall be kept or maintained on said premises; except house hold pets.
8. Any building constructed of wood must be stained or painted with two coats of stain or paint.
9. Building plans must be submitted to the Lakeside Company, or its assignee of record for approval.

AND we do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said MAYE W. SESSIONS, her heirs and assigns, against us and our heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, the said Curtis L. Jones and Lillian M. Jones, doing business under the firm name and style of The Lakeside Company, have hereunto set our hands and affixed our seals this -30th- day of April, in the year of our Lord one thousand nine hundred and fifty one and in the one hundred and -75th -- year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of:

M.G. Jones
Jessie M. Jones

THE LAKESIDE COMPANY
Curtis L. Jones (SEAL)
Lillian M. Jones (SEAL)

PROBATE

STATE OF SOUTH CAROLINA
RICHLAND COUNTY

PERSONALLY appeared before me the undersigned and made oath that he saw the within named Curtis L. Jones and Lillian M. Jones, doing business under the name of The Lakeside Company, sign, seal and, as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he with Jessie M. Jones witnessed the execution thereof.

SWORN to before me this 30th
day of April, 1951

Frank A. Andrews L.S.
Notary Public for South Carolina

M.G. Jones

STATE OF SOUTH CAROLINA
RICHLAND

I, Frank A. Andrews, Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Lillian M. Jones, the wife of the within named Curtis L. Jones, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce release and forever relinquish unto the within named MAYE W. SESSIONS, her heirs and assigns, all her interest and estate, and also all her right and claim of Power of, in or to all and singular the premises within mentioned and released.
GIVEN under my Hand and Seal this 30th
day of April, Anno Domini, 1951

Frank A. Andrews L.S.
Notary Public for South Carolina
My commission expires at the pleasure of the Governor.

Lillian M. Jones

Recorded May 22, 1951, at 3-P.M.
H.F. Padgett, C.C.C.P. & G.S.

ROA000088

EXHIBIT

“B-1”

ROA000089

44-112 A

ELECTRONICALLY FILED - 2023 May 18 4:47 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

STATE OF SOUTH CAROLINA,
COUNTY OF SALUDA

KNOW ALL MEN BY THESE PRESENTS, That We, Curtis L. Jones and Lillian M. Jones, doing business under the firm name and style of The Lakeside Company, of Dade County, State of Florida, for and in consideration of the sum of ten dollars and other valuable considerations to us paid by MAYE W. SESSIONS in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Maye W. Sessions, her

, heirs and assigns forever a certain lot or parcel of land in Holly School District, Saluda County, South Carolina, and described as follows:

Being Lot No. One (1) and building thereon, as shown on Map or Plat of Lake Murray Shores No. 1

made by T. R. Pettit, Registered Professional Engineer, dated the day of September 1950 which said Map or Plat is duly recorded in the office of the Clerk of Court for Saluda County, South Carolina, in Plat Book 4, page 17

TOGETHER with easements in, to, on and over all roads and community beaches on the Lake Murray Shores as designater on the aforesaid Map or Plat, and annexes thereto, which said privileges shall be in common with other property owners of Lake Murray Shores and annexes thereto.

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 Maye W. Sessions, her heirs and assigns forever, subject, however, to the following reservation and restriction which shall be deemed to be covenants running with the land:

1. The said grantors reserve the right to install telephone and electric light poles and wires, gas and water mains or license and permit the same to be done, in, upon or over the said streets or was, and to conduct telephone or electrical light wires over any of said lots from any pole located upon any street or way to any lot shown on said Plat.
2. No building shall be erected on said premises, any portion of which shall be within ten (10) feet of the front line of said premises, or within four (4) feet from the side line of any adjoining lot owner.
3. No building shall be erected on said premises less than twenty-four (24) feet in length and twenty (20) feet in width.
4. No building shall be erected on said premises except One family dwelling House and private garage. Any garage erected on said premises must conform generally in appearance and material to any dwelling on said premises.
5. No toilet shall be constructed except in accordance with local and state regulations relating to sewage disposal.
6. No animals or poultry shall be kept or maintained on said premises; except household pets.
7. Said premises shall not be used for any commercial or manufacturing purposes of any kind, except as otherwise designated.
8. Any building constructed of wood be stained or painted with two coats of stain or paint.
9. Building plans must be submitted to the Lakeside Company, or its assignee of record, for approval.

AND we do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Maye W. Sessions her heirs and assigns, against us and our heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, the said Curtis L. Jones and Lillian M. Jones, doing business under the firm name and style of The Lakeside Company, have hereunto set our Hands and affixed our Seals this 5th day of May in the year of our Lord one thousand nine hundred and fifty-four and in the one hundred and 78th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

THE LAKESIDE COMPANY
Curtis L. Jones (SEAL)
Curtis L. Jones
Lillian M. Jones (SEAL)
Lillian M. Jones

STATE OF SOUTH CAROLINA)
RICHLAND COUNTY) PROBATE

PERSONALLY appeared before me the undersigned and made oath that he saw the within named Curtis L. Jones and Lillian M. Jones, doing business under the name of The Lakeside Company, sign, seal and, as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he, with

SWORN to before me this 5th day of May, 1954, L. S. witnessed the execution thereof. H. J. Manning

Notary Public for South Carolina
My Commission Expires at the Pleasure of the Governor,
STATE OF SOUTH CAROLINA
RICHLAND COUNTY

RENUNCIATION OF DOWER.
Notary Public for South Carolina,

I, Merlin G. Jones, do hereby certify to all whom it may concern, that Mrs. Lillian M. Jones, the wife of the within-named Curtis L. Jones, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Maye W. Sessions, her heirs and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 5th day of May Anno Domini 19 54, Lillian M. Jones
Merlin G. Jones L. S.
Notary Public for South Carolina

My Commission Expires at the Pleasure of the Governor.

Recorded this 10th day of May, 1954 at 11:00 A. M.

H. F. Padgett, C.C.C.P. & G.S.
Saluda County, S. C.

ROA000090

EXHIBIT

“C”

ROA000091

STATE OF SOUTH CAROLINA)
COUNTY OF SALUDA }

TREASURY DEPARTMENT
FILE NUMBER

D-420 #696

ORIGINAL

This Copy to be returned for
files of S. C. Electric & Gas Company.

WHEREAS, the South Carolina Electric & Gas Company owns a hydro electric project designated in the files of the Federal Power Commission as Project No. 516, and certain lands adjacent thereto, and has received permission from the Federal Power Commission to deed certain of these lands, including the tract hereunder more fully described and delineated, free and clear of all project purposes except flowage rights, said permission being contained in a letter dated January 27, 1954, copy of which is hereto annexed as Exhibit "B".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the SOUTH CAROLINA ELECTRIC & GAS COMPANY, in the State aforesaid, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration

to it in hand paid at and before the sealing of these presents, by Mrs. Maye W. Sessions in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said

Mrs. Maye W. Sessions subject to any and all easements which now exist, and subject also to the right of the Grantor, its successors and assigns, through its servants or agents, to have the right of ingress, egress and access in, to, over, across and out of the property herein conveyed for malaria control and other corporate purposes. Subject further to all damages that may be caused to said parcel or tract of land by reason of the erection, construction, operation and maintenance by the Grantor, its successors and assigns, of a dam or dams and reservoir of water of any height and size and necessary spillways on the Saluda River at or near Dreher's Shoals, whether such damage is caused by the flooding of the lands or injury to the drainage thereof, or by storage of water, or for any

other reason whatsoever, and the Grantee herein, for herself and
for her heirs and assigns, hereby expressly releases the Grantor,
its successors and assigns from any and all liability for any and all damages
that may be caused to said parcel or tract of land as aforesaid.

All that certain piece, parcel, or tract of land situate, lying and being
in the County of Saluda, State of South Carolina, bounded on the north, east,
and south by lands of South Carolina Electric & Gas Company, and on the west
by lands of Sessions, and being more particularly described as follows:

Beginning at an iron pipe on the PBL of South Carolina Electric & Gas
Company, where the PBL intersects the property line between lands formerly of
Mrs. Eugenia Derrick and lands formerly of J. W. Frazier, thence running along
the PBL N 69° 36' E for a distance of 367.5 feet, more or less, to a concrete
monument, thence N 55° 24' W for a distance of 278.8 feet, more or less, to an
iron pipe, thence leaving the PBL and running N 57° 52' E for a distance of 91.5
feet, more or less, to an iron pipe on the 360 foot contour, thence following
the contour S 64° 08' E for a distance of 76.6 feet, more or less, thence S 42°
52' E for a distance of 58.1 feet, more or less, thence S 59° 59' E for a dis-
tance of 113.6 feet, more or less, thence S 46° 45' E for a distance of 40.8
feet, more or less, thence S 32° 37' W for a distance of 100.0 feet, more or
less, thence S 23° 23' W for a distance of 122.4 feet, more or less, thence
S 37° 32' W for a distance of 58.5 feet, more or less, thence S 79° 35' W for
a distance of 56.2 feet, more or less, thence S 64° 58' W for a distance of
63.1 feet, more or less, thence S 52° 07' W for a distance of 68.2 feet, more
or less, thence N 44° 43' W for a distance of 32.8 feet, more or less, thence
S 25° 55' W for a distance of 23.9 feet, more or less, to an iron pipe, thence
leaving the 360 foot contour and running N 32° 00' W for a distance of 172.4
feet, more or less, to point of beginning.

Containing 2.14 acres, more or less, and being a portion of a tract of land
conveyed to Lexington Water Power Company by Mrs. Eugenia Derrick under deed
dated August 12, 1927, Option #502, and being further delineated on Partial Plat
of Lands of Mrs. Eugenia Derrick, Drawing #516-96 dated September 21, 1962,
hereto annexed and made a part hereof as Exhibit A.

It is further a part of the consideration of this deed that grantee agrees to purchase exclusively electricity to be furnished by the grantor, as long as the grantor deems it economically feasible to provide same. In the event the grantee fails or refuses to purchase electricity from the grantor, when called upon by the grantor so to do, then the grantor is given the right to repay the monetary consideration herein mentioned and take possession of the said property. This is a covenant running with the land herein above described, and this covenant also binds the grantee and his heirs, successors and assigns herein. The object of this covenant being that the said property is much more valuable than the cash consideration mentioned herein, and an inducement for this conveyance being the grantee's agreement to purchase electricity from the grantor, it's successors or assigns.

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 Mrs. Maye W. Sessions, her Heirs and Assigns forever, subject to the rights above reserved to the Grantor, its successors and assigns.

And the said SOUTH CAROLINA ELECTRIC & GAS COMPANY does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Mrs. Maye W. Sessions, her Heirs and Assigns, against itself and its successors lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF the SOUTH CAROLINA ELECTRIC & GAS COMPANY has caused these presents to be executed in its name by

F. R. McMeekin, its Vice President and General Manager and
by E. M. Simpson, its Secretary, and its corporate seal to
be hereto affixed this 24TH day of January in
the year of our Lord, one thousand nine hundred and sixty three
and in the one hundred and eighty seventh year of the
Sovereign and Independence of the United States of America.

Signed, Sealed and
Delivered in Presence of:

SOUTH CAROLINA ELECTRIC & GAS
COMPANY

15/ MARY B. KINLOCH
Witness

ORIGINAL SIGNED BY F. R. McMEEKIN,
BY VICE PRESIDENT AND GENERAL MANAGER
Vice President and General Manager

15/ H. M. BRYANT
Witness

15/ E. M. SIMPSON
Secretary

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

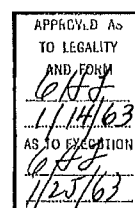
PERSONALLY appeared before me H. M. BRYANT
who, on oath, says that he saw the within-named SOUTH CAROLINA
ELECTRIC & GAS COMPANY by F. R. McMeekin, its Vice President
and General Manager and E. M. Simpson, its Secretary, sign the
within Deed, and the said Corporation, by said officers, seal
said Deed, and, as its act and deed, deliver the same, and that
he with MARY B. KINLOCH witnessed the execution
thereof.

15/ H. M. BRYANT
Witness

Sworn to before me, this 24TH
day of JANUARY A.D., 1963.

15/ ELEANOR W. WILSHEAR
Notary Public for South Carolina

My commission expires at the
pleasure of the Governor.



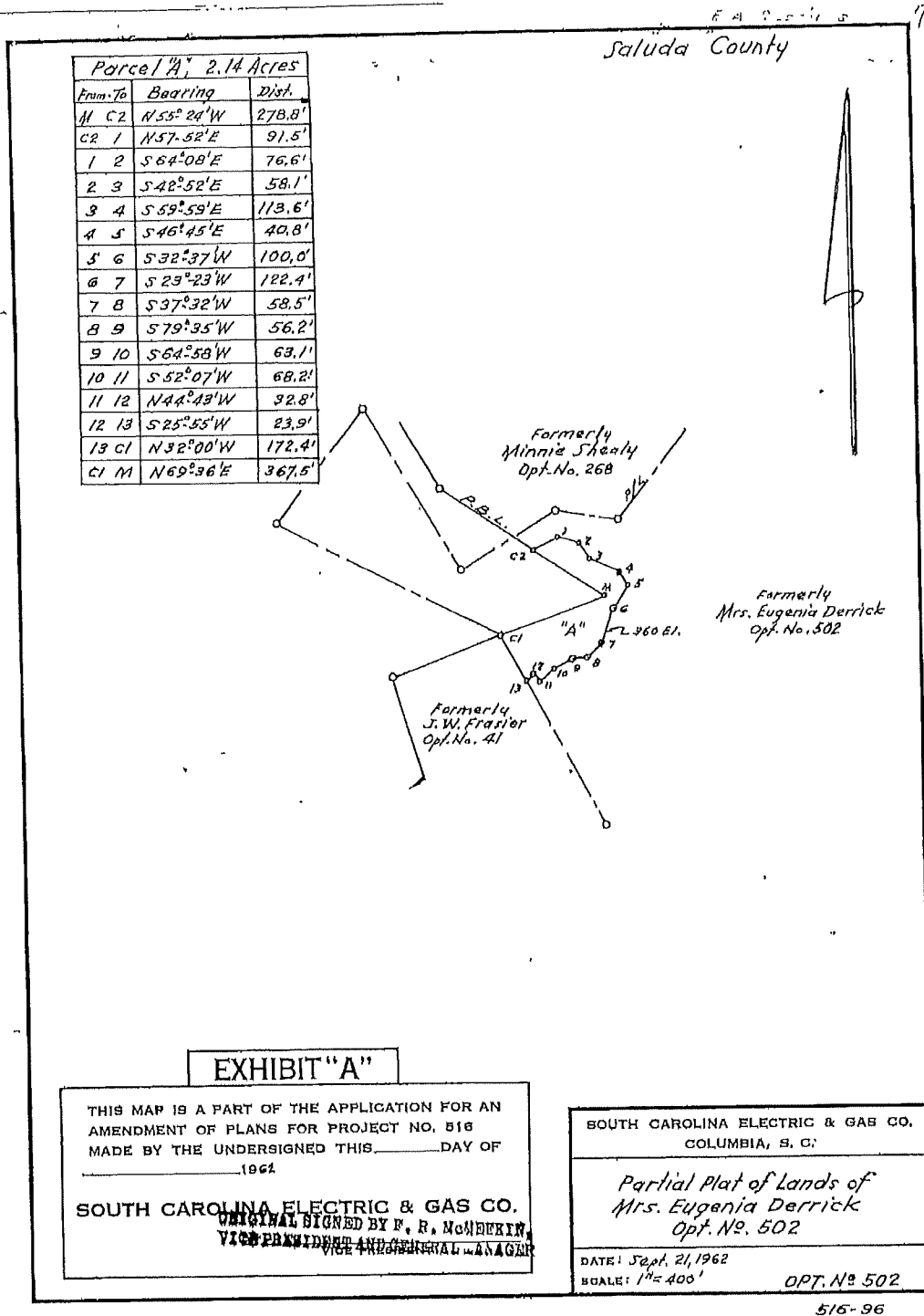


EXHIBIT "B"

FEDERAL POWER COMMISSION
Washington 25

Project No. 516
South Carolina Electric & Gas Company

January 24, 1954

South Carolina Electric & Gas Company
Post Office Box 390
Columbia, South Carolina

Attention: Mr. F. R. McMeekin
Vice-President

Gentlemen:

This refers to your December 14, and December 16, 1953 applications for permission to sell lands within the project area of Project No. 516.

You are advised that the Commission has no objection to the sale of lands within the project area lying between the 360-foot contour and the project boundary, exclusive of those lands designated and shown on Exhibit K, Sheets 1, 2, and "A" (FPC Nos. 516-35, -36, and -31), subject to the specific reservation set forth in your December 14, and December 16, 1953 application, and the deeds should so provide.

Upon consummation of the sale of the lands for which permission is given, a copy of the deed should be filed with the Commission, together with a plat of the lands and authorization for the Commission staff to make the proper notation on Exhibit K of the change in land ownership and the bounds of the lands sold.

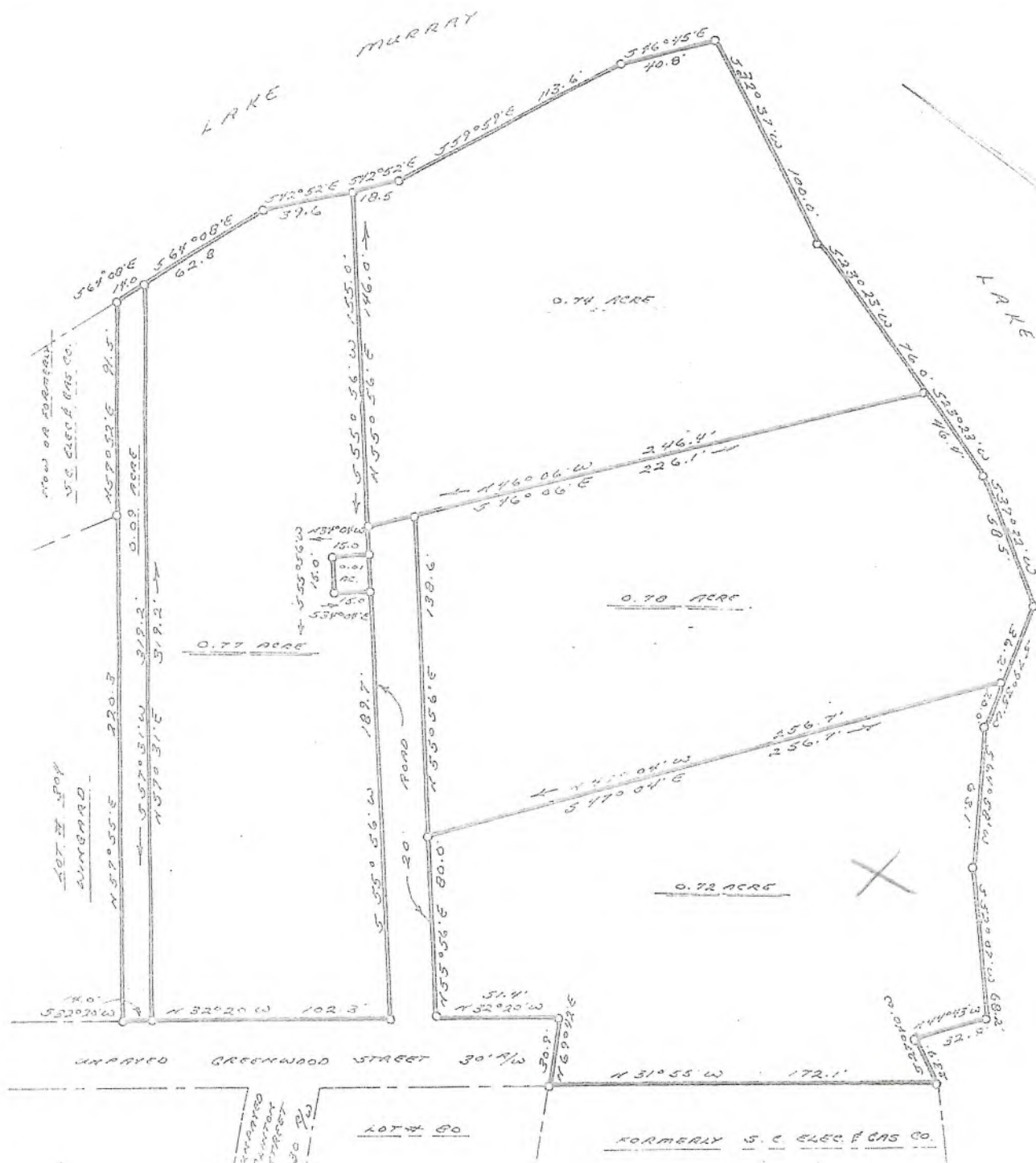
By direction of the Commission.

(Sgd.) Leon M. Fuquay

Leon M. Fuquay
Secretary

EXHIBIT “D”

ROA000098



MAYE W. SESSIONS

APPROXIMATELY 3 MILES EAST OF TRAFFIC CIRCLE

SALIDA COUNTY

FILE : 300-62772 ON CARD OF 2045 MAY 1967 JAMES EARL RAY 1960

2 PARTIAL PART OF LANDS OF JOHN ELLIS & ASSOCIATES 50.000 AC. 1902
BY S. C. ELECTRIC & GAS CO DATED SEPT 21 1902 & RECORDED
IN THE O. C. C. FOR JALUSA COUNTY IN PLAT BOOK 1 PAGE 87.

ARTHUR J. WEEB
LEESVILLE, S. C.

SCALE" = 50.

MAY 6, 1974

Arthur J. Weed
REG. LAND SURVEYOR # 4193

EXHIBIT

“E”

ROA000100

12-3-87

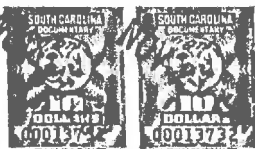
002405

State of South Carolina }
COUNTY OF SALUDA

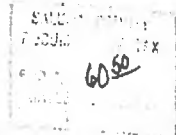
BOOK 132 PAGE 308

DEED
(Individual)

© CENTRAL OFFICE PRODUCTS
Columbia, S. C.
Form No. 728
Rev. 1977



RECORDED
NOVEMBER 20, 1987
9:00 A. M.



KNOW ALL MEN BY THESE PRESENTS, That MAYE W. SESSIONS,
(hereinafter called "Grantor"), for and in consideration of the sum of
FIFTY-FIVE THOUSAND AND NO/100 (\$55,000.00) _____ Dollars

to the Grantor in hand paid at and before the sealing of these presents, by

GEORGE W. DOSS AND
CAMILLA DOSS

of

LEESVILLE, SOUTH CAROLINA

(hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged)
has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release,
unto the Grantee, his heirs, successors and assigns:

All that certain piece, parcel or lot of land, situate, lying and
being in the County of Saluda, State of South Carolina, being shown as
A 0.72 ACRE TRACT on plat of lots surveyed for Mrs. Maye Sessions by
Arthur J. Weed, dated May 6, 1974. Reference is also made to map of
Lake Murray Shores, Section No. 1, by T.R. Pettit, dated September,
1950 and recorded in the Office of the Clerk of Court for Saluda
County in Plat Book No. 4, Page 17; Also being shown on a plat
prepared for George W. Doss and Camilla Doss by Cox and Dinkins, Inc.,
dated October 21, 1987, to be recorded.

BB 132-310

DERIVATION: DEED BOOK 44 AT PAGE 112-A



Grantees Address: 510 Windsor Road
Asheville, N.C. 28804

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, to warrant and forever defend all and singular the premises unto the Grantee, His Heirs, Successors, and Assigns against himself and his heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

ROA000101

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date: NOVEMBER 18, 1987

Signed, Sealed and Delivered

in Presence of:
George W. Doss
Carty B. Belchurst

Maye W. Sessions (Seal)
 MAYE W. SESSIONS (Seal)

State of South Carolina }
 COUNTY OF RICHLAND } PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Grantor sign, seal and deliver the within Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me (date) NOVEMBER 18, 1987

George W. Doss (Seal)
 Notary Public for South Carolina

Carty B. Belchurst (Witness)

My Commission expires: 8/21/97

State of South Carolina

COUNTY OF Saluda

Maye W. Sessions

Grantor

TO

George W. Doss

Camilla Doss
 (include mailing address)

Grantee

DEED

(Individual)

Filed this 20th day of Nov., 1987.
 at 9:00 o'clock, P. M.
 and recorded in Deed Book 132 at page 308
Carty B. Belchurst
 R.M.C. Clerk of Court
 Saluda County, S. C.

DBH

Recorded this 3rd day of December, 1987.

Robert Ray
 Auditor

Page 314
 County Saluda

NOV 20 1987
 SALUDA COUNTY TREASURER
 AMOUNT 400

EXHIBIT

“F”

ROA000103



EXHIBIT

“G”

ROA000105

5

800 K275

PAGE 32

NO TITLE EXAMINATION PERFORMED

FILED
CLERK OF COURT
SALUDA CO., S.C.
93 SEP 24 AM 9: 19

-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

STATE OF SOUTH CAROLINA }

COUNTY OF SALUDA }

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **GEORGE W. DOSS** (hereinafter termed "Grantor") for and in consideration of the sum of Five and 00/100 (\$5.00) Dollars, and love and affection for my wife the Grantee herein, to Grantor paid at and before the sealing of these presents by **CAMILLA DOSS** (hereinafter termed "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, her heirs and assigns all his right title and interest (the same being an undivided one-half) in and to the below described real estate:

All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying and being located on the waters of Lake Murray, in the County of Saluda, State of South Carolina, being shown and delineated as a tract of land containing .72 acre, on a plat of Mrs. Maye Sessions, recorded in the Office of the Clerk of Court for Saluda County in Plat Book 4 at Page 17; being more specifically shown and delineated on a plat prepared for George W. and Camilla Doss, recorded in said Clerk of Court's Office in Record Book 132 at Page 310; said plats are incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. Be all measurements a little more or less.

This being the same property conveyed unto the Grantor and Grantee herein by deed of Mrs. Maye Sessions, recorded in the Office of the Clerk of Court for Saluda County in Deed Book 132 at Page 308.

This conveyance is made subject to existing easements and to easements and restrictions of record including those shown on recorded plats.

Grantee's Address: 510 Windsor Road, Asheville, NC 28804
Tax Map Number: 206-26-01-333

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

ROA000106

TO HAVE AND HOLD, all and singular the premises before mentioned unto the Grantee, Grantee's heirs and assigns forever.

AND THE GRANTOR hereby binds himself and his heirs and assigns to warrant and forever defend all and singular the premises unto the Grantee, Grantee's heirs and assigns against Grantor, Grantor's heirs and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 23rd day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-three (1993), and in the Two Hundred and Seventeenth (217th) year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of:

[Signature] 9/23/93
Dora S. Lips

[Signature]
GEORGE W. DOSS

STATE OF NORTH CAROLINA }
COUNTY OF BUNCOMBE }

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named Grantors sign, seal and as their act and deed deliver the within written deed, and that (s)he with the other witness subscribing above witnessed the execution thereof.

SWORN to before me this 23rd day of September, 1993.

Mary B. Woodward
Notary Public for North Carolina
My Commission Expires: 10.5.93

[Signature] 9/23/93

I hereby certify that the within
Deed was filed for
record in my office at 9:19A M
o'clock on 9-24-1993 and
was immediately entered upon the
proper indexes and duly recorded in
Book 275 Page 32.

[Signature]
Doris B. Holmes
Saluda County Clerk of Court & RMO

Recorded in Auditor's Office

Book 2 ... 571-
[Signature] Auditor
Saluda County, S. C.

EXHIBIT

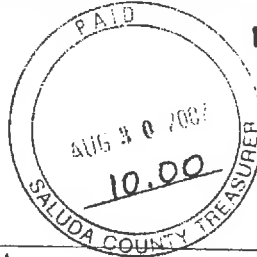
“H”

ROA000108

* 002539

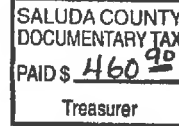
Recorded by and to be returned to:

Harvey, Casterline & Vallini, L.L.P.
 211 West Main St.
 Lexington, SC 29072-2665
 File No.: 07-34828LEX



BOOK

809 PAGE 11



STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

TITLE TO REAL ESTATE

1089.40

STATE

KNOW ALL MEN BY THESE PRESENTS, that CAMILLA DOSS NOW KNOWN AS CAMILLA SPENCER, in the State aforesaid, for and in consideration of the sum of FOUR HUNDRED NINETEEN THOUSAND DOLLARS 00/100 (\$419,000.00), unto us in hand paid at and before the sealing of these presents by RHONDA W. BROWNING, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell, and release unto the said RHONDA W. BROWNING, her heirs and assigns forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel, or tract of land, together with improvements thereon, situate, lying and being in the County of Saluda, State of South Carolina, being shown and designated as a tract containing 0.72 acre, more or less, located at the dead end of the right of way for Greenwood Street (now known as Moonlight Lane) in Lake Murray Shores, Section 1, on a plat of a resubdivision of lots owned by Mae W. Sessions prepared by Arthur J. Weed dated May 6, 1974, and recorded in the office of the Clerk of Court for Saluda County in Plat Book 27 at page 20. Being further shown and delineated on a plat prepared for Rhonda W. Browning by Ben Whetstone Associates dated August 6, 2007, and recorded in simultaneously herewith in Plat Book 809 at page 10. Reference to said plat is made for a more complete and accurate description. Be all measurements a little more or less.

This being the same property conveyed to George W. Doss and Camilla Doss by deed of Mae W. Sessions dated November 18, 1987, and recorded November 20, 1987, in the office of the Clerk of Court for Saluda County in Deed Book 132 at page 308; subsequently, George W. Doss conveyed all his one-half undivided interest to Camilla Doss by deed dated September 23, 1993, and recorded September 24, 1993, in Deed Book 275 at page 32.

FILED
 2007 AUG 30 PM 3:36
 CLERK OF COURT
 SALUDA COUNTY

BOOK 809 PAGE 12

TMS#: 206-26-01-533
Property Address: 137 Moonlight Lane, Leesville, SC 29070
Grantee(s) Address: 137 Moonlight Lane, Leesville, SC 29070

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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 RHONDA W. BROWNING, her heirs and assigns forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind her heirs and assigns, to warrant and forever defend, all and singular, the said premises unto the said RHONDA W. BROWNING, her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against Grantor and Grantor's heirs, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

BOOK 809 PAGE 13

WITNESS my Hand and Seal this 22nd day of August, 2007.

Signed, Sealed And Delivered
In The Presence Of:
1st Witness
2nd Witness/Notary
^{n/k/a}

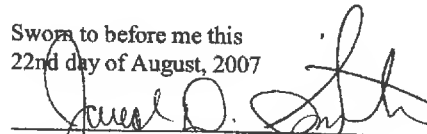
Camilla Doss now known as Camilla Spencer

STATE OF SOUTH CAROLINA)

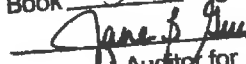
COUNTY OF LEXINGTON)

PROBATE

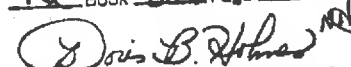
PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Camilla Doss now known as Camilla Spencer** Sign, Seal and as her Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
22nd day of August, 2007
(L.S.)
Notary Public for SOUTH CAROLINA
My commission expires: 10/10/2013
Witness #1 Sign Here

Recorded in Assessor's Office

Book 3 Page 1250
Auditor for
Saluda, S.C.

I hereby certify that the within
Doss was filed for
record in my office at 3:36 P M
o'clock on 8-20-2007 and
was immediately entered upon the
proper indexes and duly recorded in
Rec Book 809 Page 11


Doris B. Holmes
Saluda County Clerk of Court & RMC

ROA000111

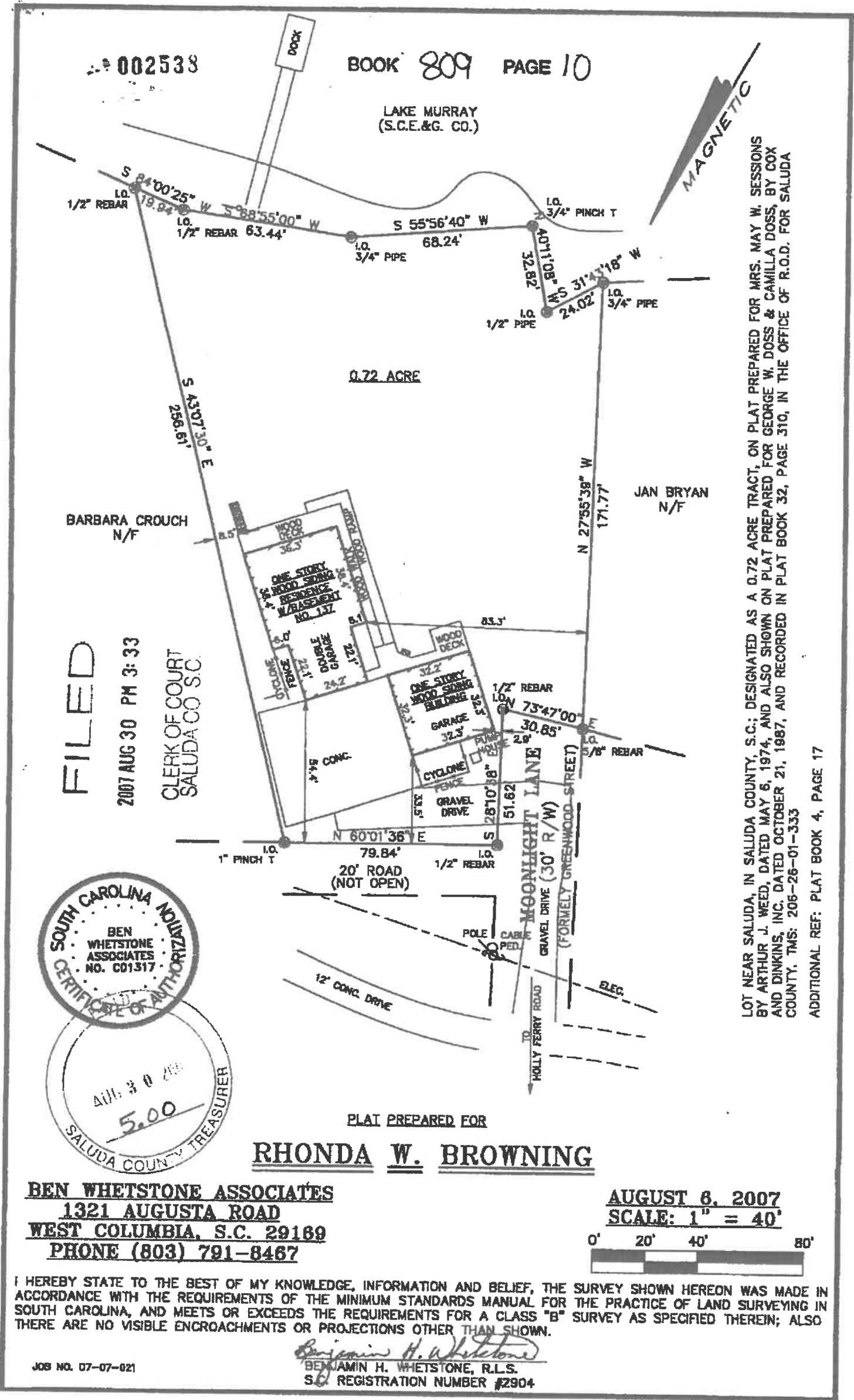
BOOK 809 PAGE 14

INTENTIONALLY LEFT BLANK

EXHIBIT

“1”

ROA000113



EXHIBIT

“J”

ROA000115

Instrument
201500001910 OR

Volume Page
1088 52

201500001910
Filed for Record in
SALUDA COUNTY SC
DORIS B HOLMES, CLERK OF COURT
09-22-2015 At 01:39:57 PM.
DEED 10.00
STATE .00
COUNTY .00
OR Volume 1088 Page 52 - 55

STATE OF SOUTH CAROLINA)

COUNTY OF SALUDA)

QUITCLAIM DEED

WHEREAS, Moonlight Drive, formerly known as Greenwood Street, is a road located in Lake Murray Subdivision, Section 1; and

WHEREAS, Rhonda W. Browning is the owner of a certain lot containing 0.72 acres at the dead end of an extension of Moonlight Drive, ("Moonlight Drive Extension") formerly known as Greenwood Street located in Lake Murray Shores, Section, bearing Saluda County Tax Map No.: 206-26-01-333, and

WHEREAS, Road Access to the property of Rhonda W. Browning is exclusively by Moonlight Drive Extension; and

WHEREAS, at one time in its history Saluda County had maintained Moonlight Drive Extension but has not maintained it in recent years; and

WHEREAS, Rhonda W. Browning subsequently assumed the maintenance of Moonlight Drive Extension and is desirous of maintaining the road as her exclusive access;

NOW, THEREFORE, IN ORDER TO GIVE GOOD CLEAR AND SUFFICIENT TITLE,

KNOW ALL MEN BY THESE PRESENTS, that SALUDA COUNTY BY DONALD E. HANCOCK, CHAIRMAN OF SALUDA COUNTY COUNCIL, for and in consideration of the sum of One Dollar and No/100 (\$1.00) Dollar, and no other consideration to us paid by RHONDA W. BROWNING, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, quitclaim and release, unto the said RHONDA W. BROWNING, her heirs and assigns forever, any interest it may have in the following real property, to wit:

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 lot of Rhonda W. Browning and by lot of Barbara Blymyer, Trustee, being known as Saluda County Tax Map No. 206-26-01-334; and on the North by the remaining portion of Moon Light Drive.

Grantee's Address: RHONDA W. BROWNING
137 Moon Light Drive
Leesville, SC 29070

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 the said bargained premises, together with all and singular the rights, members, easements, hereditaments and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of RHONDA

ROA000116

Instrument
201500001910 OR

Volume Page
1088 53

W. BROWNING, her heirs and assigns forever, all its right, title and interest, if any.

WITNESS our Hand and Seal this 21st day of September in the year of our Lord two thousand fifteen and in the two hundred and fortieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Karen T. Whittle
1st witness

Donald E. Hancock
Donald E. Hancock, Chairman
Saluda County Council
Pursuant to Ordinance No. 07-15

Regina H. Turner
2nd witness

STATE OF SOUTH CAROLINA)
COUNTY OF SALUDA)

ACKNOWLEDGEMENT
(Individual)

On this 21st day of September, 2015, before me personally appeared Karen T. Whittle

Karen T. Whittle, to be known to me to be the same whose names are subscribed to the foregoing instrument, and acknowledged that (he or she or they) signed and delivered the instrument as (his or her or their) free and voluntary act, for the uses and purposes set forth.

Regina H. Turner
Signature of Notary
Notary Public, State of South Carolina

Regina H. Turner
Print name of Notary
My Commission Expires: 8-13-2022

Recorded in Assessor's Office

Book 4 Page 1560

Morris Jones
Auditor for
Saluda, S.C.

ROA000117

ELECTRONICALLY FILED - 2023 MAY 18 4:47 PM - SALUDA - COMMON PLEAS - CASE#2021CP410052

Instrument
201500001910 ORVolume Page
1088 54STATE OF SOUTH CAROLINA)
COUNTY OF SALUDA)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is 30 foot road being an extension of Moonlight Drive as described on Quitclaim Deed, bearing Tax Map No. Saluda County n/a transferred bySaluda County to RHONDA W. BROWNING on 9/21, 2015.

3. Check one of the following: The deed is

(a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.(b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.(c) x exempt from the deed recording fee because (See Information section of affidavit): 12 - (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.

(b) The fee is computed on the fair market value of the realty which is \$(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$0

(b) Place the amount listed in item 5 above here: 0 (If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$0

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney for

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 21
September, 2015

Notary Public for South Carolina

My Commission Expires: 4/26/2016

Responsible Person Connected with the Transaction

[Signature]

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

ROA000118

EXHIBIT

“K”

ROA000119

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SALUDA

Case No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

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

Defendants.

AFFIDAVIT OF GENE L. DINKINS

Gene L. Dinkins, being duly sworn, deposes and says:

I have been licensed as a South Carolina registered land surveyor and professional engineer since 1976. I am President of Cox and Dinkins, Inc.

I signed and sealed a plat dated October 21, 1987, which shows a 0.72-acre tract which I am told is the subject of this lawsuit. A copy of the 1987 plat is attached and marked as **Exhibit "A."**

I have been asked to provide my opinion whether any part of the 0.72-acre tract shown on **Exhibit "A"** is "fringe property" located above the 360-foot contour line of Lake Murray and outside the area shown on a 1950 subdivision plat as lot 1.

My opinion is that a large part of the 0.72-acre tract shown on **Exhibit "A"** is fringe property located outside the area shown on the 1950 subdivision plat as lot 1.

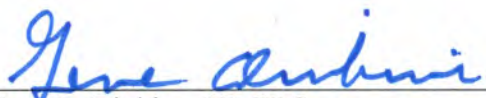
In forming my opinion, I reviewed our file regarding the 1987 plat and, in particular, I reviewed the 1950 subdivision plat, deeds dated April 30, 1951, and May 5, 1954, from the subdivision developers to Maye W. Sessions, conveying the 1950 subdivision plat lot 1 to Ms. Sessions, a deed dated January 24, 1963, from the South Carolina Electric & Gas Company ("SCE&G") to Ms. Sessions, conveying a 2.14-acre tract to Ms. Sessions, and a tax map which shows the 1950 subdivision plat lot 1 and the 2.14-acre tract subdivided into 4 lots, one of which is the 0.72 acre tract.

ROA000120

The 2.14 acre tract conveyed to Ms. Sessions in the 1963 SCE&G deed is "fringe property" located above the 360 foot contour line of Lake Murray. Part of this 2.14-acre tract became part of the 0.72-acre tract when the 1950 subdivision lot 1 and the 2.14 acre fringe property were combined and subdivided into 4 separate tracts.

Attached to this affidavit as **Exhibit "B"** is a part of the tax map referred to above. I have outlined the 0.72-acre tract in red and marked with an "X" the portion of that tract which was part of the 2.14 acre fringe property tract. The 278-foot line shown on **Exhibit "B"** is the northeastern boundary of the 1950 subdivision lot 1. The 337.5-foot boundary line is the southeastern boundary of the 1950 subdivision plat lot 1. These boundary lines intersect at a concrete monument. The property south of the 337.5-foot boundary line and northeast of the 278-foot boundary line is the "fringe property" conveyed to Ms. Sessions by the 1963 SCE&G deed. That property, which includes a major part of the 0.72-acre tract, was never part of the 1950 subdivision lot 1. My opinion on this is supported by the distance calls and the concrete monument location shown on Exhibit "A" to the 1963 SCE&G deed to Ms. Sessions which match the distance calls and concrete monument location shown on the part of the tax map attached as **Exhibit "B."**

Further the affiant sayeth not.


Gene L. Dinkins, PE, PLS

Subscribed and sworn to before me
this 16th day of May 2023



Notary Public for South Carolina

My comm. expires:

Printed name of notary:

7-25-23
Pennington D. Thomas

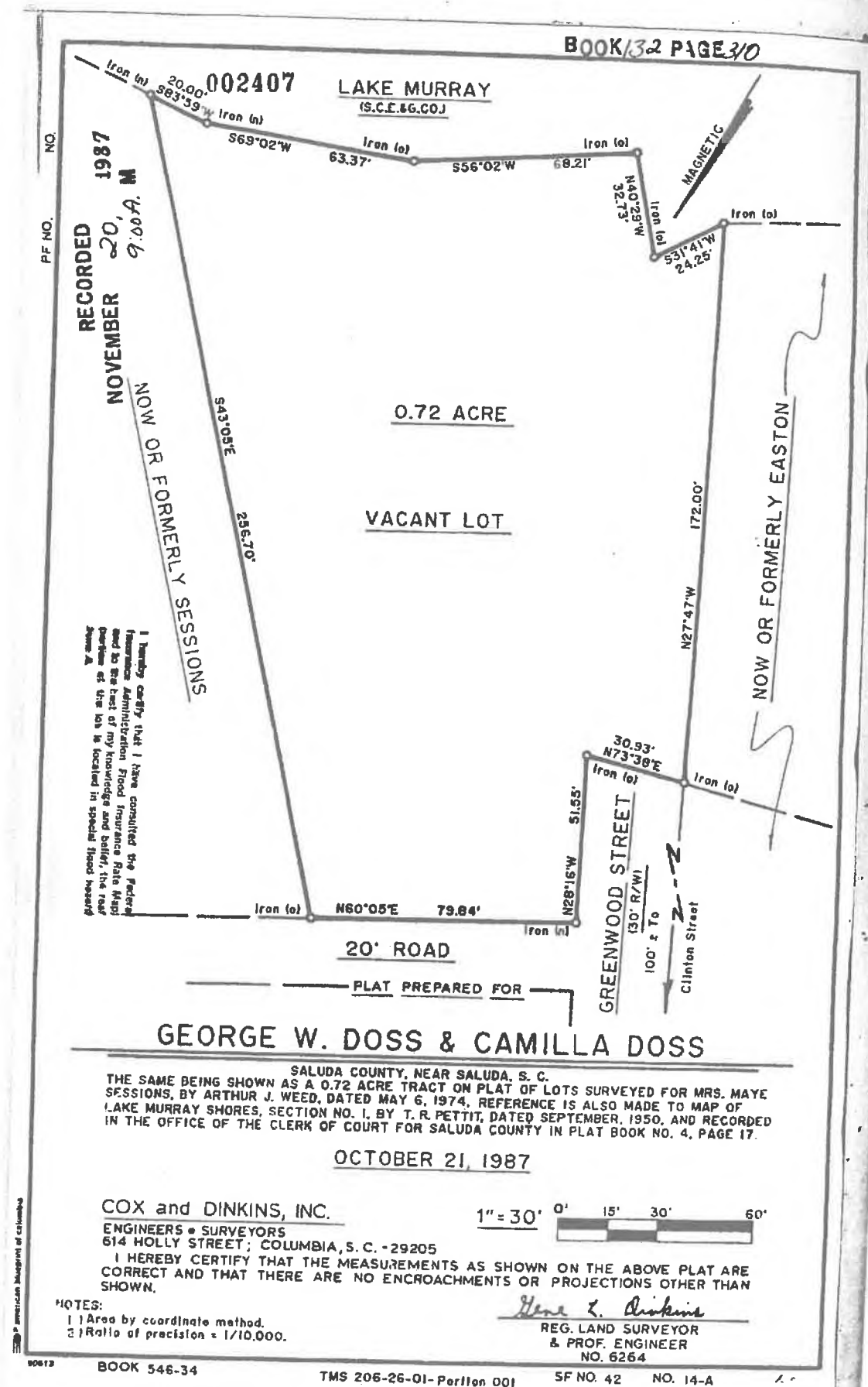


Exhibit "A"



27240

Exhibit "B"

EXHIBIT

“L”

ROA000124

9-1-2020

Moonlight Drive – Lake Murray Shores

The record needs to show that we, the Saluda County Roads and Bridges Department, have no record of maintenance done on the 30' x 100' extension of Moonlight Drive.


Billie Corley

Notary Public
on this 1st day of September, year 2020

I witness Mr. Billie Corley sign the above
statement

 commission exp. 7/30/2030
Amanda E Rowe

ROA000125

EXHIBIT

“M”

ROA000126



ROA000127

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SALUDA) Civil Action No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

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

Defendants.

**PLAINTIFF’S NOTICE OF MOTION
AND MOTION FOR PARTIAL
SUMMARY JUDGMENT AS TO
PRESCRIPTIVE EASEMENT**

YOU WILL PLEASE TAKE NOTICE that Plaintiff, Jan H. Bryan, (“Plaintiff”), by and through undersigned counsel, will move before the Presiding Judge for Saluda County on the 10th day following service hereof or as soon thereafter as Counsel can be heard, for an Order granting Plaintiff partial summary judgment as it pertains to Plaintiff’s cause of action for a prescriptive easement pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

Summary judgment is appropriate when the pleadings, depositions, discovery, and affidavits show no genuine issue of material fact exists. *Bravis v. Dunbar*, 316 S.C. 263, 449 S.E.2d 495 (Ct. App. 1994). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. *Moore v. Weinberg*, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007). The nonmoving party must come forward with specific facts showing a genuine issue for trial. *Id.*

Plaintiff’s motion for summary judgment is further supported by the Affidavit of Gregg Anderson, attached as **Exhibit A**, the pleadings filed in this case, deposition testimony of parties

ROA000128

and witnesses, stipulations of fact and/or other materials as may be presented at or before the hearing on this motion.

BRUNER POWELL WALL & MULLINS, LLC

s/ Wesley D. Peel

Wesley D. Peel, Bar No. 9283

J. Cole Hancock, Bar No. 104658

P.O. Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

wpeel@brunerpowell.com

jcolehancock@brunerpowell.com

Attorneys for Plaintiff

August 3, 2023

Columbia, South Carolina



STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SALUDA) Civil Action No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

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

Defendants.

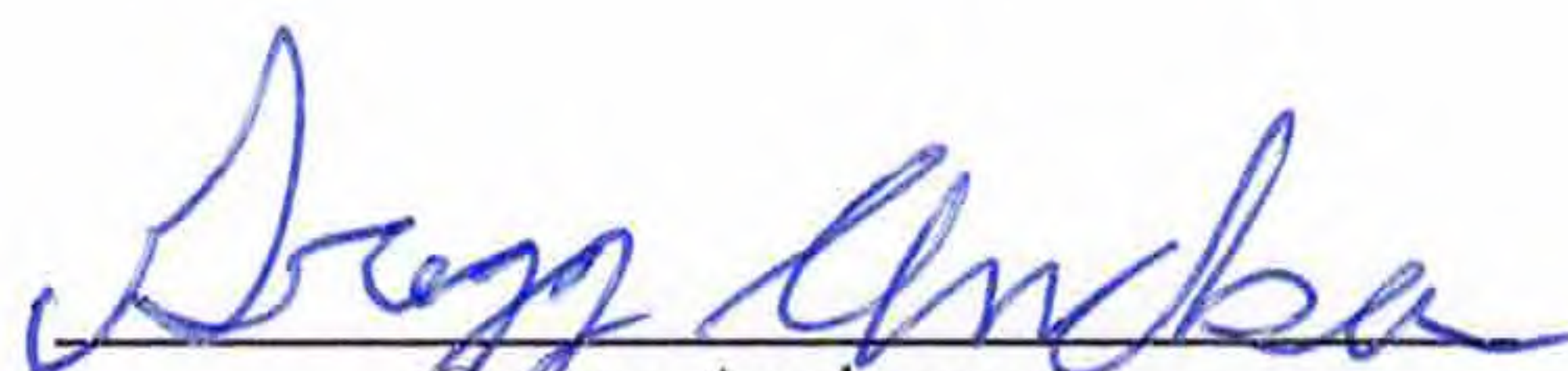
AFFIDAVIT OF GREGG ANDERSON

PERSONALLY APPEARED BEFORE ME, Gregg Anderson, who, being first duly sworn, deposes and says:

1. I am over the age of 18 years and I am competent to give testimony in this matter.
2. I have personal knowledge of the information contained in this Affidavit and attest that the information I have provided in this affidavit is accurate.
3. I am a citizen and resident of Saluda County and have known the Plaintiff in the above captioned case for at least 25 years.
4. It was my understanding that there was an open road that extended to the lake, providing lake access and a recreation area for people of Lake Murray Shore to enjoy. I believe it was an extension of Moonlight Lane.
5. For many years, I would drive my golf cart down the road, where we would have cook outs with numerous people, often exceeding 20 people. Some people were known, some were not.
6. There was a BBQ pit located on the property/lot after the road ended, closer to the lake.
7. Other activities of which I was a part of on the property included church services and camping.
8. There were boats located and/or left overnight on the property or lot past Moonlight Lane Extension. Some boats were parked on the left side of the boathouse when facing the lake.

9. I often parked the golf cart where trees were planted. Upon information and belief, Rhonda W. Browning planted the trees, and some 15 to 20 years ago, told me that I was no longer allowed to drive our golf cart on the road with the trees positioned between us and Ms. Bryans home.

FURTHER AFFIANT SAYETH NOT


Gregg Anderson

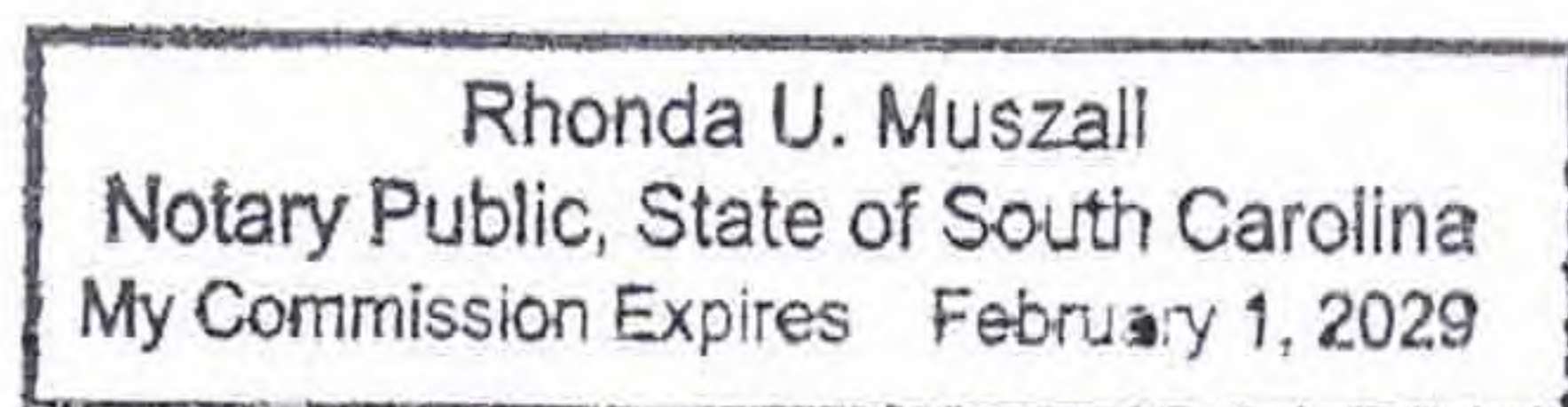
SWORN TO and subscribed before me

This 2nd day of August, 2023
Rhonda U. Muszall (L.S.)

Notary Public for South Carolina

Printed Name: Rhonda U. Muszall

My Commission Expires: 02 / 01 / 2029



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF SALUDA	)	
	)	Civil Action No.: 2021-CP-41-00032
Jan H. Bryan,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	AFFIDAVIT OF TRIPP BRYAN
Saluda County, Saluda County Council,	)	
Donald E. Hancock in his official capacity	)	
as Chairman of the Saluda County Council,	)	
Rhonda W. Browning, and First Community	)	
Bank,	)	
	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, Tripp Bryan, who, being first duly sworn,
deposes and says:

1. I am over the age of 18 years and I am competent to give testimony on this matter.
2. I have personal knowledge of the information contained in this Affidavit and attest that the information I have provided in this Affidavit is true and accurate.
3. I am a citizen and resident of Aiken County and am the biological son of the Plaintiff in the above captioned case.
4. My mother owns the property located at 145 Moonlight Drive, Saluda County, South Carolina, and has owned that property since 1987.
5. When we bought the property, the previous owner informed us that the lot was bounded on the eastern side by a roadway. Although the road was not in use, he instructed us that we could not block it with anything permanent in nature.
6. As long as we have owned the house, we have treated the Moonlight Drive extension as our own, using it for access to the property, no matter the occasion.
7. We have held picnics, cookouts and other events within the area of Moonlight Drive extension, from its entrance to the lake.
8. We have used Moonlight Drive to get smaller boats, jet skis and building materials down to the lake.

9. Our family has stored a boat on the western edge of Moonlight Drive and also constructed BBQ pit and placed picnic tables in the same area. We also parked a number of boats within Moonlight Drive Extension.
10. My mother's chain of title, from the beginning of the original subdivision, through the deed of the fringe lands from SCE&G, has always referenced that it was bounded on the east by a public road.
11. On behalf of my mother, I wrote the county in 2013 asking to buy the Moonlight Lane property (Corley Depo, Ex 5). My attorney, Brad Boni, also wrote the county on my behalf in 2014 (Corley Depo. Ex. 6).
12. In 2014, the County instructed Ms. Browning that to close Moonlight Drive, she would need to either remove the trees that were blocking our right of way or "begin an action to close Moonlight Lane" on the Right of Way that adjoined our property. (Rowe Depo. Ex. 9).
13. There is no doubt that the County maintained Moonlight Lane, as it is admitted in the Ordinance No 07-15 (Corley Depo. Ex 20) and in the "deed" the county gave to Mrs. Browning (Corley Depo. Ex. 11).

FURTHER AFFIANT SAYETH NOT


Tripp Bryan

SWORN TO and subscribed before me

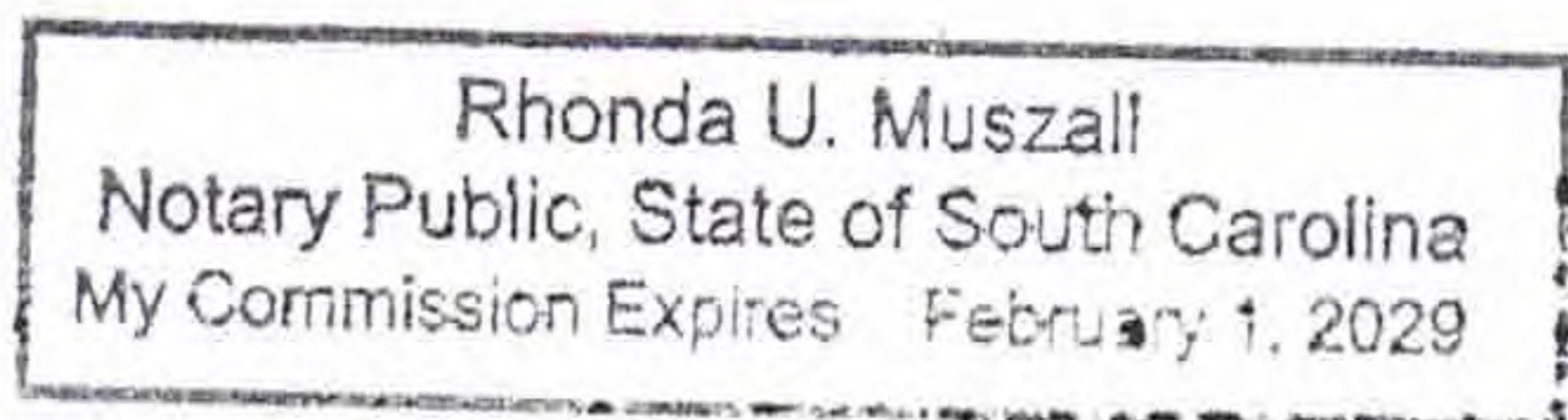
This 10th day of August, 2023

Rhonda U. Muszall (L.S.)

Notary Public for South Carolina

Printed Name: Rhonda U. Muszall

My Commission Expires: 02 / 01 / 2029



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SALUDA	)	Civil Action No: 2021-CP-41-00032
	)	
JAN H. BRYAN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NOTICE OF MOTION AND MOTION FOR
	)	SUMMARY JUDGMENT BY
SALUDA COUNTY, SALUDA COUNTY	)	DEFENDANTS, SALUDA COUNTY AND
COUNCIL, RHONDA W. BROWNING,	)	SALUDA COUNTY COUNCIL
AND FIRST COMMUNITY BANK,	)	
	)	
Defendant.	)	
	)	
	)	
	)	
	)	

TO: PLAINTIFF, JAN H. BRYAN, AND PLAINTIFF’S COUNSEL:

YOU WILL PLEASE TAKE NOTICE, that ten (10) days from the service of this motion, or as soon thereafter as counsel may be heard, Defendants, Saluda County and Saluda County Council (together, the “County”), will move this Court under Rule 56, SCRCP, for an order dismissing Plaintiff’s claims against it because there are no genuine issues of fact. In support of this motion, the County relies on the law and argument set out in the Motion for Summary Judgment by Defendant, Rhonda W. Browning, filed on May 18, 2023, and all exhibits thereto, which are incorporated by reference as if restated verbatim and contemporaneously refiled. The County further relies on the additional law and argument set forth below, including without limitation the deposition testimony of Billie Corley.

INTRODUCTION

Plaintiff, Ms. Jan H. Bryan (“Plaintiff”) makes a single claim against the County – that she is entitled to a judgment declaring the strip of land identified in her Complaint as “Moonlight Drive

ROA000134

Extension”¹ a public road and directing the County or Defendant, Rhonda W. Browning (“Defendant Browning”), to take steps to close the road pursuant to South Carolina Code Annotated Sections 57-9-10, *et seq.* (the “Road Closure Statute”), at their own costs. For the reasons set forth in Defendant Browning’s motion for summary judgment and herein, Moonlight Drive Extension has never been dedicated as a public road, and there is no genuine issue of material fact to the contrary. As such, the County is entitled to a judgment as a matter of law in its favor.

UNDISPUTED FACTS

In her Complaint, Plaintiff asserts Moonlight Drive Extension was identified as a public roadway in a plat filed by the developer of Lake Murray Shores in 1950 (“1950 Plat”) and accepted as such by the County when the plat was recorded. (Complaint, ¶¶ 16-21). Plaintiff asserts this acceptance is further evidenced by the County’s subsequent maintenance of the road. (Complaint, ¶ 21). These general allegations are not supported by the undisputed facts proven during the course of discovery.

A large portion of the strip of land identified as Moonlight Drive Extension is in an area shown on the 1950 Plat as “fringe property” lying along Lake Murray, outside the development depicted on the plat. (Affidavit of Gene L. Dinkins, Ex. K, Browning MSJ). South Carolina Electric & Gas Company (“SCE&G”) owned this fringe property at the time the 1950 Plat was recorded and created. *Id.* Due to this fringe property, none of the roads depicted in the 1950 Plat ran all the way to the lake. *Id.*

The remaining strip identified as Moonlight Drive Extension was never accepted by the County as a public road through maintenance or otherwise. There is no indication on the recorded plat that, by excepting the plat for recording, the County was accepting the roads identified therein

¹ See, e.g., Paragraphs 28 through 33 of Plaintiff’s Complaint.

into its road system. (1950 Plat, Exhibit A, Browning MSJ). Moreover, the County never treated the strip of land identified as Moonlight Drive Extension as a public road by maintaining. (Affidavit of Billie Corley, Ex. L, Browning MSJ; Corley Depo. Excerpts, Browning MSJ, p. 11-12).

Based on these undisputed facts, the strip of land identified as Moonlight Drive Extension is not a public road that can be closed via the Road Closure Statute.

LAW AND ARGUMENT

The Road Closure Statute provides a mechanism by which “[a]ny interested person, the State or any of its political subdivisions or agencies may petition a court of competent jurisdiction to abandon or close any street, road or highway whether opened or not.” Implicit to this procedure is that the road to be closed is public. *Id.* This can only occur if the area at issue has been dedicated as such.

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 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 in 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).

Plaintiff has not and cannot meet her burden of proving complete dedication of Moonlight Drive Extension. In her Complaint, Plaintiff asserts that Moonlight Drive Extension was designated as a public road on the 1950 Plat and the County accepted this plat and designation by recording the plat and then maintaining the road. (Complaint, ¶¶ 16-21). These assertions are contrary to the undisputed facts before this Court.

As set forth in the Affidavit of Gene L. Dinkins filed on May 18, 2023, the vast majority of Moonlight Drive Extension was “fringe land” at the time the plat was recorded and thus not identified on the plat as a public roadway. (Affidavit of Gene L. Dinkins, Ex. K, Browning MSJ). The remainder of Moonlight Drive Extension was never accepted by the County as a public road through maintenance or otherwise. The 1950 Plat does not contain a written acknowledgment that

by accepting the plat for recording, the County accepts the roads depicted therein into its road system. (1950 Plat, Ex. A, Browning MSJ). Moreover, Billie Corley, Superintendent of Saluda County Roads and Bridges at the time of the actions set out in Plaintiff's Complaint, testified via affidavit and when deposited that the County has never maintained Moonlight Drive Extension. (Affidavit of Billie Corley, Ex. L, Browning MSJ; Corley Depo. Excerpts, Browning MSJ, p., 11-12).

Based on these undisputed facts, the strip identified by Plaintiff as Moonlight Lane Extended is not a public road that can be closed via the Road Closure Statute, so it is appropriate for the Court to award summary judgment to the County.

CONCLUSION

Based on the foregoing, the County asks this Court to grant its Motion for Summary Judgment and enter a judgment as a matter of law in its favor.

Respectfully submitted,

/s/ Virginia P. Bozeman

Virginia P. Bozeman (SC Bar No. 104939)
POPE FLYNN, LLC
1441 Gervais Street, Suite 300
Columbia, South Carolina 29201
(803) 354-4900
gbozeman@popeflynn.com

ATTORNEYS FOR DEFENDANTS, SALUDA
COUNTY AND SALUDA COUNTY COUNCIL

August 4, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
	)	
Jan H. Bryan,	)	Civil Action No.: 2021-CP-41-00032
	)	
Plaintiff,	)	
	)	
v.	)	MEMORANDUM IN OPPOSITION
	)	TO DEFENDANT BROWNING’S
Saluda County, Saluda County Council,	)	MOTION FOR SUMMARY
Donald E. Hancock in his official capacity as	)	JUDGMENT and IN SUPPORT OF
Chairman of the Saluda County Council,	)	PLAINTIFF’S MOTION FOR
Rhonda W. Browning, and First Community	)	SUMMARY JUDGMENT
Bank,	)	
	)	
Defendants.	)	

Plaintiff, Jan Bryan (“Plaintiff” or “Bryan”) claims that Saluda County has improperly deeded a portion of a public road (Moonlight Drive) to Defendant, Rhonda Browning (“Browning”) at Ms. Browning’s request and has failed to properly follow South Carolina Code Section 57-9-10 to close the roadway, and by doing so has deprived the Plaintiff the opportunity to have a court determine in whom the title should vest. The Plaintiff has requested that the court determine that the Defendants improperly dealt with the title to Moonlight Drive and direct the parties to rescind the quit claim deed and to follow state law to close or abandon the road.

Plaintiff’s Chain of Title

The disputed property is in a subdivision known as Lake Murray Shores in Saluda County. Lake Murray Shores was created by plat dated September 1950, and recorded in Saldua County Plat Book 4 at page 17. (Exhibit 1) by the Lakeside Company. Moonlight Drive was previously known as “Greenwood” and is depicted on the plat running between lots 1 and 80. The end of that road is shown as open on the recorded plat. (Exhibit 2).

Mrs. Bryan's lot is comprised of lots 79 and 80 on the Lake Murray Shores Plat. (Exhibit 1) Lots 79 and 80 were conveyed by the Lakeside Company to Lonnie and Bertha Mae Goodwin on September 1, 1951 in (Deed Book 42 at page 19; Exhibit 3). On August 31, 1962, South Carolina Electric and Gas Company conveyed property on the lakeside of Lot 80 to the Goodwins. The legal description in the deed recognizes that the property being conveyed is bounded on the east by a public road. (Deed Book 52 at page 410; Exhibit 4). Therefore, SCE&G recognized that there was a public road in existence in 1962 which bordered the eastern side of its property, and that road ran 172.2 feet from the back of lot 80 to the lake contour. This road is what is now Moonlight Drive.

The Goodwins conveyed lot 79 to Wiley Easton on November 9, 1960 (Exhibit 5), and lot 80, along with the .2 acres from SCE&G to Mr. Easton on February 14, 1963 (Exhibit 6). SCE&G conveyed the lake property behind lot 79 to Mr. Easton on June 26, 1961. Finally, Mr. Easton conveyed lots 79 and 80 to Mrs. Bryan on December 7, 1987. (Deed book 133 at page 74; Exhibit 7). Mrs. Bryan's plat demonstrates that Moonlight Drive borders her property on the east side all the way to the lake. (Plat Book 133 at Page 76; Exhibit 8).

To demonstrate that a road has been impliedly dedicated to the public, a claimant must show "the owner's clear and unmistakable intention to dedicate the property to public use[.]" *Vick v. S.C. Dept. of Transp.*, 347 S.C. 470, 477, 556 S.E.2d 693, 697 (Ct. App. 2001). Moreover, the South Carolina Supreme Court has held "that the acts of the original owner in developing the property in accordance with a recorded plat," is "strong evidence of intent to dedicate the street end to public use." *Helsel v. City of N. Myrtle Beach*, 307 S.C. 24, 27, 413 S.E.2d 821, 823 (1992) (finding a road to be publicly dedicated when subdivision was developed in accordance to plat that designated the public road). Lake Murray Shores was developed according to the plat, and it is

undisputed that the county has assumed maintenance of the roads in the subdivision (Exhibit 12), accepting the roads on the 1950 plat, provided in Exhibit 1.

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. Beckham*, No. 2009-UP-029 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)

(Browning’s Memorandum in Support p. 9).

There is no question of fact that Saluda County maintained this portion of Moonlight Drive over the years. In granting the Quit Claim to Mrs. Browning, Saluda County passed Ordinance 07-15. (Exhibit 10). This ordinance had three readings. The Ordinance specifically states “Whereas, at one time in its history Saluda County had maintained Moonlight Drive Extension but has not maintained it in recent years...” (Id.). The same language appears in the Quit Claim Deed that Saluda County gave to Mrs. Browning. (Ex. 11). Therefore, there is no question of material fact that the County maintained the road in question and should be estopped from making any other argument as this position has been codified.

The maintenance records of Saluda County establish that the County performed maintenance on Moonlight Drive. (Ex 12). As late as 2014, Saluda County exercised dominion over Moonlight Lane. On July 10, 2014, Billie Corley, the Superintendent of Saluda County Roads and Bridges Department, wrote to Mrs. Browning directing her to remove the trees that she had planted in Moonlight Drive or to begin a road closing action. (Exhibit 14). Mr. Corley specifically referred to Moonlight Lane as a right of way and acknowledged that it bordered the Bryan property.

Years before, Mr. Corely acknowledged that Moonlight Lane existed to be used as a “water access for residents who had no property touching the lake.” (Exhibit 15; Deposition of Corley pages 14-15). A 1955 aerial photo of the property in question demonstrates a dirt road extending all the way to the water. In addition, Mrs. Bryan confirmed that it was her understanding that the eastern side of her property was dedicated to the public for lake access and that she could not permanently obstruct Moonlight Drive. (Exhibit 16; Deposition of Bryan, pages 13-14).

“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). *Town of Kingstree v. Chapman*, 405 S.C. 282, 302, 747 S.E.2d 494, 504 (Ct. App. 2013).

Even if Saluda County had never maintained the portion of Moonlight Drive in question, the acceptance of part of Moonlight Drive amounts to an acceptance of all Moonlight Drive. “Generally, however, acceptance of part of the street amounts to acceptance of the entire street.” 23 Am. Jur. 2d Dedication § 43 (2002) (footnote omitted). *Town of Kingstree v. Chapman*, 405 S.C. 282, 307–08, 747 S.E.2d 494, 507 (Ct. App. 2013). “South Carolina has followed the latter rule mentioned above, *i.e.*, where, as here, acceptance of part of a street is clearly shown, the burden of proof shifts to the party (appellants here) seeking to prove limited acceptance of the street.” *Chafee v. Aiken*, 57 S.C. 507, 35 S.E. 800 (1900). *Baugus v. Wessinger*, 303 S.C. 412, 416, 401 S.E.2d 169, 172 (1991). In this situation, the County has codified the acceptance of the entire street (Exhibit 10) and has recognized it as a right of way (Exhibit 14).

There is also no question of material fact that the portion of Moonlight Drive in question has been treated as public property over the years. Mrs. Bryan testified that they used the area for

picnic tables, parking cars and boats, holding cookouts and parking extra cars when guests were at the home. (Exhibit 16; Deposition of Bryan, page 19). Mrs. Bryan testified that they repeatedly used all fifty feet of Moonlight Drive. (Exhibit 16; Deposition of Bryan, page 22). Mr. Gregg Anderson of Saluda County has stated that he understood that Moonlight Drive extended all the way to the lake and that for years he would drive his golf cart all the way down the road to the lake for cookouts. Mr. Anderson also remembers boats being parked and left and the end of Moonlight Drive overnight. (Exhibit 17; Affidavit of Gregg Anderson). Mr. Tripp Bryan, the son of the Plaintiff, also recalls that from the very beginning in 1987, that the Bryan family understood that their property was bounded by Moonlight Drive, although it was no longer in use. Mr. Bryan understood that they could use the roadway but not block it permanently. Mr. Bryan stated that the family has used Moonlight Drive for access to the property and to launch smaller boats and jet skis into Lake Murray. (Exhibit 18; Affidavit of Tripp Bryan).

There is no question of material fact that Moonlight Drive, for the length of the Browning and Bryan's property is a roadway, dedicated for public use, and accepted by Saldua County; therefore, the parties must follow the requirements of South Carolina Code Section 57-9-10 *et. seq.* to allow the court to determine in whom the title should vest. Section 57-9-10 applies to "any street, road or highway whether opened or not." *Id.* Therefore the Defendants' motions for summary judgment should be denied and the Plaintiff's motion for partial summary judgment should be granted. Additionally, the parties must be directed to follow the procedures set forth by the General Assembly under 57-9-10 *et. seq.* There is no question of fact that the Bryans and all owners in Lake Murray Shores have an easement by implication to traverse Moonlight Drive to access Lake Murray due to the recording of the plat and the development of Lake Murray Shores.

Further, there is no doubt that the Bryans have a prescribed easement through their continued and uninterrupted use and enjoyment of Moonlight Drive over the years.

Respectfully submitted,

BRUNER POWELL WALL & MULLINS, LLC

s/ Wesley D. Peel

Wesley D. Peel, Bar No. 9283

J. Cole Hancock, Bar No. 104658

P.O. Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

wpeel@brunerpowell.com

jcolehancock@brunerpowell.com

Attorneys for Plaintiff

August 11, 2023

Columbia, South Carolina

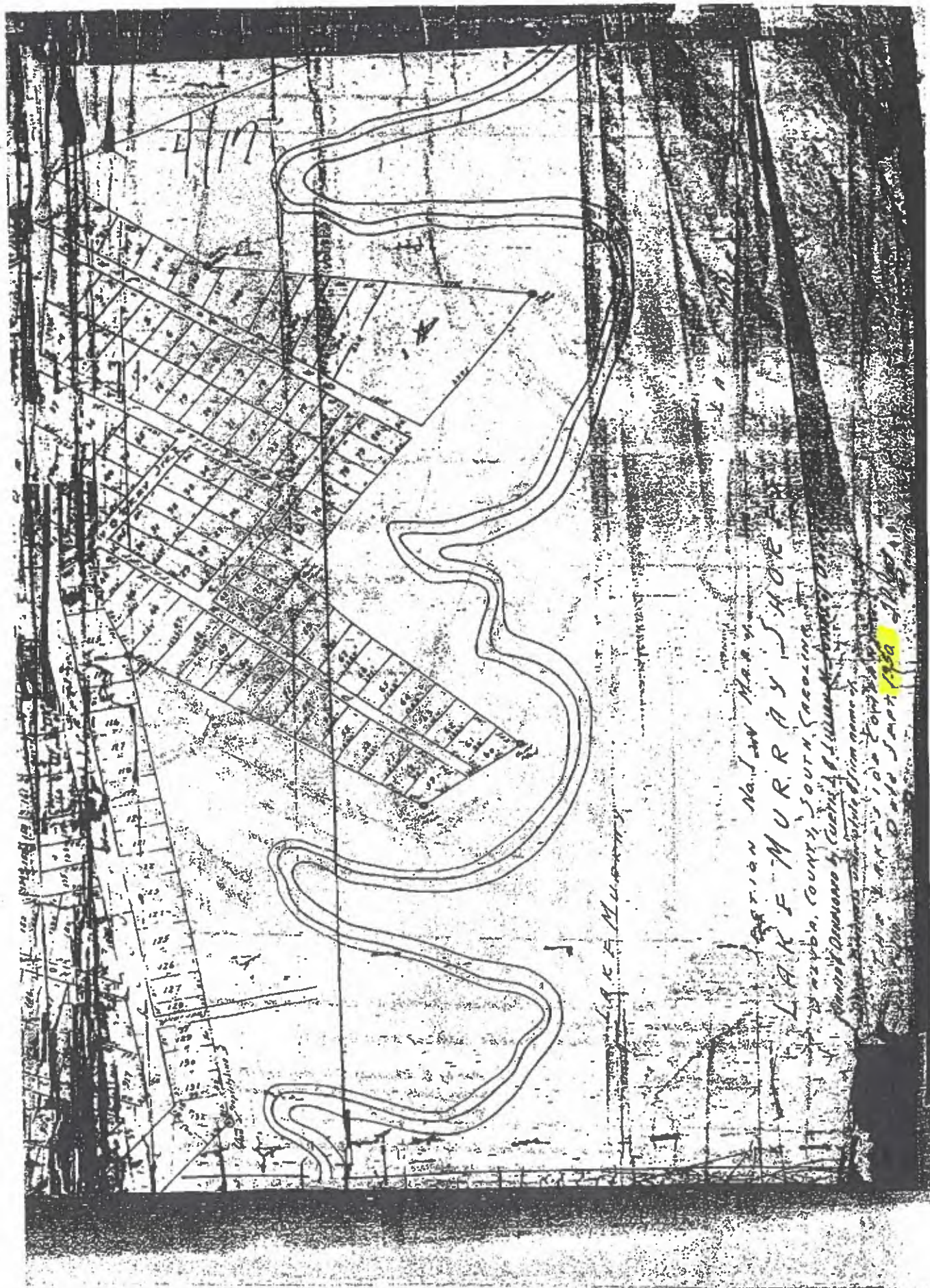


SECTION No. 1 of MAP 4
LAKE MURRAY SHORES
SALUDA COUNTY, SOUTH CAROLINA

Planned & Divided by CURTIS L. & LILLIAN M. JONES, of Dade Co. Fla.
Doing Business under style of firm name of

"THE LAKE SIDE COMPANY"
Scale 1" = 100' Date JAN. 1950 J.P. Jones & Co.

Professional Engineers



42-119

STATE OF SOUTH CAROLINA,
COUNTY OF SALUDA

KNOW ALL MEN BY THESE PRESENTS, That We, Curtis L. Jones and Lillian M. Jones, doing business under the firm name and style of The Lakeside Company, of Dade County, State of Florida, for and in consideration of the sum of ten dollars to us paid by Lonnie A. Goodwin and Bertha Mae Goodwin in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said Lonnie A. Goodwin and Bertha Mae Goodwin, their heirs and assigns forever a certain lot or parcel of land in Holly School District, Saluda County, South Carolina, and described as follows:

Being Lot

No. s 79 and 80

, as shown on Map or Plat of Lake Murray Shores

No. 1.

made by T. R. Pettit, Registered Professional Engineer, dated the -- day of September 1950, which said Map or Plat is duly recorded in the office of the Clerk of Court for Saluda County, South Carolina, in Plat Book 4, page 17

TOGETHER with easements in, to, on and over all roads and community beaches on the Lake Murray Shores as designated on the aforesaid Map or Plat, and annexes thereto, which said privileges shall be in common with other property owners of Lake Murray Shores and annexes thereto.

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 Lonnie A. Goodwin and

Bertha Mae Goodwin, their heirs and assigns forever, subject, however, to the following reservation and restrictions which shall be deemed to be covenants running with the land:

1. The said grantors reserve the right to install telephone and electric light poles and wires, gas and water mains or license and permit the same to be done, in, upon or over the said streets or ways, and to conduct telephone or electrical light wires over any of said lots from any pole located upon any street or way to any lot shown on said Plat.
2. No building shall be erected on said premises; any portion of which shall be within ten (10) feet of the front line of said premises, or within four (4) feet from the side line of any adjoining lot owner.
3. No building shall be erected on said premises less than twenty-four (24) feet in length and twenty (20) feet in width.
4. No building shall be erected on said premises except: One family dwelling house and private garage. Any garage erected on said premises must conform generally in appearance and material to any dwelling on said premises.
5. No toilet shall be constructed except in accordance with local and state regulations relating to sewage disposal.
6. No animals or poultry shall be kept or maintained on said premises; except household pets.
7. Said premises shall not be used for any commercial or manufacturing purposes of any kind, except as otherwise designated.
8. Any building constructed of wood must be stained or painted with two coats of stain or paint.
9. Building plans must be submitted to the Lakeside Company, or its assignee of record, for approval.

AND we do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Lonnie A. Goodwin and Bertha Mae Goodwin, their heirs and assigns, against us and our heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, the said Curtis L. Jones and Lillian M. Jones, doing business under the firm name and style of The Lakeside Company, have hereunto set our Hands and affixed our Seals this 1st day of September in the year of our Lord one thousand nine hundred and fifty one and in the one hundred and 76th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

Roy D. Baker

C. T. Wilson

THE LAKESIDE COMPANY

Curtis L. Jones

Curtis L. Jones

Lillian M. Jones

Lillian M. Jones

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA)
Richland COUNTY)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that he saw the within named Curtis L. Jones and Lillian M. Jones, doing business under the name of The Lakeside Company, sign, seal and, as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he, with

SWORN to before me this 1st

C. T. Wilson

witnessed the execution thereof.

day of September

, 19 51

Roy D. Baker

Merlin G. Jones

L. S.

Notary Public for South Carolina
STATE OF SOUTH CAROLINA
Richland COUNTY

I, Merlin G. Jones

RENUNCIATION OF DOWER

Notary Public for South Carolina,

do hereby certify unto all whom it may concern, that Mrs. Lillian M. Jones, the wife of the within-named Curtis L. Jones, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Lonnie A. Goodwin and Bertha Mae Goodwin, their heirs and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 1st

day of September Anno Domini 19 51

Merlin G. Jones

Lillian M. Jones

ROA000147

Recorded October 3rd, 1951, at 9- A.M.

52-41C

WHEREAS, the South Carolina Electric & Gas Company owns a hydro electric project designated in the files of the Federal Power Commission as Project No. 51b, and certain lands adjacent thereto, and has received permission from the Federal Power Commission to deed certain of these lands, including tract hereunder more fully described and delineated, free and clear of all project purposes except flowage rights, said permission being contained in a letter dated January 27, 1954, copy of which is hereto annexed as Exhibit "B".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the SOUTH CAROLINA ELECTRIC & GAS COMPANY, in the State aforesaid, for and in consideration of the sum of: ONE (\$1.00) Dollar and other valuable consideration ===== to it in hand paid at and before the sealing of these presents, by; Lonnie A. and Bertha M. Goodwin in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Present doers grant, bargain, sell and release, unto the said Lonnie A. and Bertha M. Goodwin subject to any and all easements which now exists, and subject also to the right of the Grantor, its successors and assigns, through its servants or agents, to have the right of ingress, egress and access in, to, over, across and cut of the property herein conveyed for malaria control and other corporate purposes. Subject further to all damages that may be caused to said parcel or tract of land by reason of the erection, construction, operation and maintenance by the Grantor, its successors and assigns of a dam or dams and reservoir of water of any height and suze and necessary spillways on the Saluda River at or near Dreher's Shoals, whether such damage is caused by the flooding of the lands or injury to the drainage thereof, or by storage of water, or for any other reason whatsoever, and the Grantee, for themselves and for their and assigns, hereby expressly releases the Grantor, its successors and assigns from any and all damages that may be caused to said parcel or tract of land as aforesaid.

In Plat see Plat Book 7- Page 62 - 1-18-63 - 9:30 a.m. just made

All that certain piece, parcel, or tract of land situate, lying and being ~~in~~ in the County of Saluda, State of South Carolina, bounded on the north by lands of Goodwin; on the east by a public road; on the south by lands of South Carolina Electric & Gas Company, and on the West by lands of Easton, and being more particularly described as follows:

Beginning at an iron pipe on the PBL of South Carolina Electric & Gas Company, where the PBL intersects the property line of lands of Easton, thence running along the PBL N 69° 36' E for a distance of 50.0 feet, more or less, to an iron pipe, thence leaving the PBL and running S 32° 00' E for a distance of 172.4 feet, more or less, to an iron pipe on the 360 foot contour, thence following the contour S 49° 09' W for a distance of 24.3 feet, more or less, thence S 81° 39' W for a distance of 27.1 feet, more or less, to an iron pipe on the property line of lands of Easton, thence leaving the 360 foot contour and running along said property line N 32° 00' W for a distance of 175.2 feet, more or less, to point of beginning.

Containing 0.20 acres, more or less, and being a portion of a tract of land conveyed to Lexington Water Power Company by J.W. Frazier under deed dated July 26, 1927, OPTION #41, and being further delineated on Partial Plat of lands of J.W. Frazier, Drawing #516-96, dated April 18, 1962, hereto annexed and made a part hereof as Exhibit. A.

It is further a part of the consideration of this deed that grantee agrees to purchase exclusively electricity to be furnished by the grantor, as long as the grantor deems it economically feasible to provide same. In the event the grantee fails or refuses to purchase electricity from the grantor, when called upon by the grantor so to do, then the grantor is given the right to repay the monetary consideration herein mentioned and take possession of the said property. This is a covenant running with the land herein above described, and this covenant also binds the grantee and his heirs, successors and assigns herein. The object of this covenant being that the said property is much more valuable than the cash consideration mentioned herein, and an inducement for this conveyance being the grantee's agreement to purchase electricity from the grantor, its successors or assigns.

TOGETHER with all and singular the rights, members, hereditaments and Appurtenance to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Lonnie A. and Bertha M. Goodwin, their Heirs and Assigns forever, subject to the rights above reserved to the Grantor, its successors and assigns.

And the said SOUTH CAROLINA ELECTRIC & GAS COMPANY does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Lonnie A. and Bertha M. Goodwin, their heirs and assigns, against itself and its successors lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF the SOUTH CAROLINA ELECTRIC & GAS COMPANY has caused these presents to be executed in its name by F.R. McMeekin, its Vice President and General Manager and by E.M. Simpkins, its Secretary, and its corporate seal to be hereto affixed this 31st day of August, in the year of our Lord, one thousand nine hundred and sixty two and in the one hundred and eighty seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

MARY B. KINLOCH

Witness

H.M. BRYANT

Witness

SOUTH CAROLINA ELECTRIC & GAS COMPANY
BY: F.R. McMeekin
Vice President and General Manager
E.M. SIMPKIN
Secretary

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me H.M. Bryant who, on oath, says that he saw the within-named SOUTH CAROLINA ELECTRIC & GAS COMPANY by F.R. McMeekin, its Vice President and General Manager and E.M. Simpson, its Secretary, sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Mary B. Kinloch witnessed the execution thereof. SWORN to before me, this 31st day of AUGUST, A.D. 1962

ELEANOR L. WILSHEAR
Notary Public for South Carolina
my commission expires at the pleasure of the Governor.

H.M. BRYANT
Witness

Recorded Jan. 18, 1963, at 9:30 A.M.
J.H. 48 Merced Co. C.C.P

ROA000148

Project No. 516
South Carolina Electric & Gas Company

January 24, 1954

South Carolina Electric & Gas Company
Post Office Box 390
Columbia, South Carolina

Attention: Mr. F.R. McMeekin, Vice President

Gentlemen:

This refers to your December 14, and December 16, 1953 application for permission to sell lands within the project area of Project No. 516.

You are advised that the Commission has no objection to the sale of lands within the project area lying between the 360-foot contour and the project boundary, exclusive of those lands designated and shown on Exhibit K, Sheets 1, 2, and "A" (FPC Nos. 516-35, -36, and -31), subject to the specific reservation, and the deeds should so provide.

Upon consummation of the sale of the lands for which permission is given, a copy of the deed should be filed with the Commission, together with a plat of the lands and authorization for the Commission staff to make the proper notation on Exhibit K of the change in land ownership and the bounds of the lands sold.

BY direction of the Commission
(Sgd.) Leon M. Fuquay
(Leon M. Fuquay
Secretary)

STATE OF NEW YORK
COUNTY OF NEW YORK

RELEASE

WHEREAS, the title of SOUTH CAROLINA ELECTRIC & GAS COMPANY to the property hereinafter described is subject to the lien of the Indenture dated as of January 1, 1945, as supplemented (hereinafter called the "Indenture"), executed by South Carolina Power Company, which Indenture has been assumed by South Carolina Electric & Gas Company (hereinafter called the "Company"), to Central Hanover Bank and Trust Company, as Trustee; and

WHEREAS, Central Hanover Bank and Trust Company duly changed its name to The Hanover Bank on June 30, 1951, which change of name did not affect the corporate identity of said corporation or its status, title or powers as Trustee under the Indenture; and

WHEREAS, on September 8, 1961, pursuant to the laws of the State of New York, said The Hanover Bank was duly merged into Manufacturers Trust Company, a New York corporation, under the name of Manufacturers Hanover Trust Company, and said Manufacturers Hanover Trust Company thereupon became and is now the duly constituted and acting Trustee under said Indenture; and

WHEREAS, pursuant to the provisions of Section 10.03 of the Indenture, the Company has requested the undersigned, as Trustee under such Indenture, to release such property from the lien of the Indenture and such other action has been taken in respect thereto as is required by the aforesaid provisions of the Indenture;

NOW, THEREFORE, MANUFACTURERS HANOVER TRUST COMPANY, as Trustee, under the authority of said Section 10.03 of the Indenture does hereby release from the lien of the Indenture dated as of January 1, 1945, recorded in the office of the Clerk of Court for Saluda County, South Carolina, in Real Estate Mortgage Book 48, at page 5, and quitclaim unto South Carolina Electric & Gas Company, its successors and assigns, all of its right, title and interest as such Trustee in and to the following described property situated in Saluda County, South Carolina: *Book 7 - Page 62 - 1-18-63. In Plat see Plat 9:30 A.M.*

ITEM 7 OF RESOLUTIONS ADOPTED BY BOARD OF DIRECTORS ON APRIL 25, 1962. *Julius Merchant, C.C.C.P.*

All that certain piece, parcel, or tract of land situate, lying and being in the County of Saluda, State of South Carolina, bounded on the north by lands of Goodwin; on the east by a public road, on the south by lands of South Carolina Electric & Gas Company, and on the west by lands of Easton, and being more particularly described as follows:

Beginning at an iron pipe on the PBL of South Carolina Electric & Gas Company, where the PBL intersects the property line of lands of Easton, thence running along the PBL N69° 36' E for a distance of 50.0 feet, more or less, to an iron pin; thence leaving the PBL and running S32° 00' E for a distance of 172.4 feet, more or less, to an iron pipe on the 360 foot contour, thence following the contour S 49° 09' W for a distance of 24.3 feet, more or less, thence S81° 39' W for a distance of 27.1 feet, more or less, to an iron pipe on the property line of lands of Easton, thence leaving the 360 foot contour and running along said property line N 32° 00' W for a distance of 175.2 feet, more or less, to point of beginning.

Containing 0.20 acres, more or less, and being a portion of a tract of land conveyed to Lexington Water Power Company, by J.W. Frazier under deed dated July 26, 1927, OPTION #41, and being further delineated on Partial Plat of lands of J.W. Frazier, Drawing #516-96, dated April 18, 1962, hereto annexed and made a part hereof as Exhibit A.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused its corporate name to be signed by its President or a Vice President and

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me Y.C. Crane, who made oath that he saw the within named Manufacturers Hanover Trust Company, by J.T. Harrigan, its Senior Vice President and E.F. Ryan, its Assistant Trust Officer, sign the within release and the said Manufacturers Hanover Trust Company by said officers, seal the same, and, as its act and deed, deliver the same, and that he with J.C. Hilly witnessed the execution thereof.

SWORN to before me on this 6th day
of September, 1962

/s/ T.C. CRANE
(T.C. Crane)

L. MATT MASTERON
Notary Public of the State of New York
(L. Matt. Masteron
Notary Public, State of New York
No. - 03-7756975
Qualified in Bronx
Certificate filed in New York County
my commission expires March 30, 1964.

Release & Probate recorded January
18, at 9:30 A.M. 1963.
Julius Merchant, C.C.C.P. & G.S.,

ROA000149

The State of South Carolina,
COUNTY OF SALUDA

50-339

KNOW ALL MEN BY THESE PRESENTS, That we, Lonnie A. Goodwin and Bertha Mae Goodwin
in the State aforesaid for and in
One hundred (\$100.00) ----- for and in consideration of the sum of
to us in hand paid at and before the signing of these presents by Wiley B. Easton DOLLARS,
Paid by: Wiley B. Easton
in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and
release, unto the said WILEY B. EASTON

All that certain lot or parcel of land in Holley School District,
Saluda County, South Carolina, and designated as Lot 79 on Map
Or Plat of Lake Murray Shores No. 1, made by T.R. Pettit, Registered
Professional Engineer, dated September, 1950, which said Map or Plat
is duly recorded in the office of the Clerk of Court for Saluda
County, South Carolina, in Plat Book 4, page 17, made a part hereof
by reference, and being the identical Lot 79, which together with
another lot, was transferred to grantors herein September 1, 1951,
for which ~~same~~ seed Deed Book 3, page 1. X 42-119

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 Wiley B. Easton, his
Heirs and Assigns forever.

AND we do hereby bind ourselves and our
Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Wiley B. Easton, his
Heirs and Assigns, against us and our Heirs and against every person whomsoever
lawfully claiming, or to claim the same, or any part thereof.
WITNESS our Hand S and Seal S, this 9th day of November
thousand nine hundred and sixty and in the one hundred and eighty fifth in the year of our Lord one
Independence of the United States of America. year of the Sovereignty and
Signed, Sealed and Delivered in the Presence of
Martha Sharpe
Jack F. McGuinn Lonnie A. Goodwin (L. S.)
Bertha Mae Goodwin (L. S.)

THE STATE OF SOUTH CAROLINA,
RICHLAND County. }
Personally appeared before me Martha Sharpe
and made oath that he saw the within-named Lonnie A. Goodwin and Bertha Mae Goodwin
sign, seal, and as their Act and Deed, deliver the within-written Deed, for the uses and purposes herein mentioned, and that she
Jack F. McGuinn witnessed the execution thereof.
Sworn to before me, this 9th day of November, A. D. 1960 }
Jack F. McGuinn (L. S.)
Notary Public for S. C.

N. P. Seal
THE STATE OF SOUTH CAROLINA,
RICHLAND County. }

RENUNCIATION OF DOWER
I, Jack F. McGuinn
do hereby certify unto all whom it may concern, that Mrs. Bertha Mae Goodwin
the wife of the within-named Lonnie A. Goodwin did this day appear before me, and upon being privately
and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever
renounce, release and forever relinquish unto the within-named Wiley B. Easton, his
Heirs and Assigns, all her interest and estate, and also all her right
and claim of dower, of, in, or to all and singular the premises within mentioned and released.
Given under my Hand and Seal, this 9th day of November, Anno Domini 19 60
Jack F. McGuinn (L. S.)
Notary Public for S. C. Bertha Mae Goodwin
N. P. Seal

Recorded 10th day of November at 9 A.M., 1960
C. C. C. P.

ROA000150

53-74

Deed Mailed to Wiley B. Easton
163N Fairlane Drive
West Columbia, S.C.

The State of South Carolina,

COUNTY OF SALUDA

KNOW ALL MEN BY THESE PRESENTS, That we, Lonnie A. Goodwin and Bertha Mae Goodwin
in the State aforesaid for and Two hundred forty (\$240.00) for and in consideration of the sum of
to US in hand paid by: Wiley B. Easton DOLLAR
in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell
release, unto the said Wiley B. Easton;

All that certain parcel, piece or lot of land in Holly School
District, Saluda County, South Carolina, shown and designated as
Lot 80 in Map or Plat of Lake Murray Shores No. 1, recorded in the
office of the Clerk of Court for Saluda County in Plat Book 4, page
17, together with all easements and rights thereto pertaining; said
Map or Plat made a part hereof by reference.

Also: All that certain piece, parcel or tract of land containing
0.20 acres shown on Plat preserved in said Clerk's office in Book 7,
page 62 and also shown and described in Deed Book 52, page 410, made a
part hereof by reference, together with all rights and easements incident
thereto.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said
Wiley B. Easton, his

Heirs and Assigns forever

AND I do hereby bind myself and my and ourselves and our
Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said
Wiley B. Easton, his
Heirs and Assigns, against US and our Heirs and against every person whomsoever
lawfully claiming, or to claim the same, or any part thereof.
WITNESS our Hands and Seals, this 14th day of February in the year of our Lord one
thousand nine hundred and sixty-three (1963) and in the one hundred and eighty-seventh year of the Sovereignty and
Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ginger GrossLonnie A. GoodwinJack F. McGuinnBertha Mae Goodwin

(L. S.)

(L. S.)

THE STATE OF SOUTH CAROLINA,
RICHLAND County.

Personally appeared before me Ginger Gross

and made oath that he saw the within-named Lonnie A. and Bertha M. Goodwin
sign, seal, and as their Act and Deed, deliver the within-written Deed, for the uses and purposes herein mentioned, and that he with
Jack F. McGuinn witnessed the execution thereof.

Sworn to before me, this 14
day of February, A. D. 1963
Jack F. McGuinn (L. S.)
Notary Public for S. C.

GINGER GROSS

THE STATE OF SOUTH CAROLINA,
RICHLAND County.

RENUNCIATION OF DOWER

I, Jack F. McGuinn, Notary Public

do hereby certify unto all whom it may concern, that Mrs. Bertha M. Goodwin
the wife of the within-named Lonnie A. Goodwin did this day appear before me, and upon being privately
and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever
renounce, release and forever relinquish unto the within-named Wiley B. Easton, his

and claim of dower, of, in, or to all and singular the premises within mentioned and released.
Given under my Hand and Seal, this 14th day of February, Anno Domini 1963

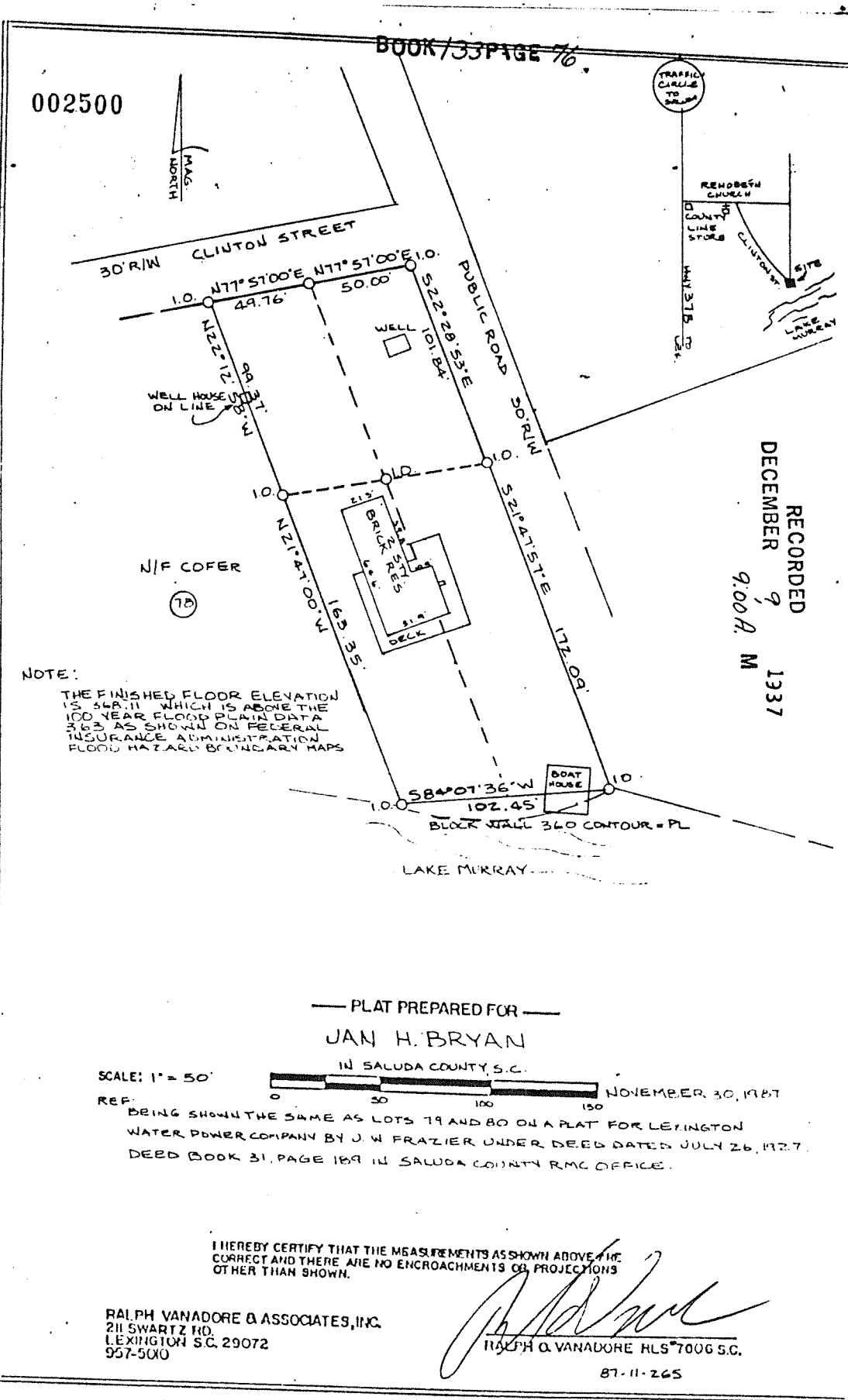
Jack F. McGuinn(L. S.)
Notary Public for S. C.Bertha Mae GoodwinRecorded 20th day of May at 11 A.M., 19 63

ROA000151

JULIUS MERCHANT

C. C. C. P.





3-16-22
EXHIBIT NO. 23
Rowe
G. Johnson

ROA000154

Instrument
201500001875 ORVolume Page
1087 285201500001875
Filed for Record in
SALUDA COUNTY SC
DORIS B HOLMES, CLERK OF COURT
09-18-2015 At 01:45:50 pm.
ORDINANCE .00
OR Volume 1087 Page 285 - 285

STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

FILED

2015 SEP 18 PM 1:44

ORDINANCE NO. 07-15

CLERK OF COURT

AN ORDINANCE TO EXECUTE A QUIT CLAIM DEED TO RHONDA W. BROWNING

WHEREAS, Moonlight Drive, formerly known as Greenwood Street, is a road located in Lake Murray Subdivision, Section 1; and

WHEREAS, Rhonda W. Browning is the owner of a certain lot containing 0.72 acres at the dead end of an extension of Moonlight Drive, ("Moonlight Drive Extension") formerly known as Greenwood Street located in Lake Murray Shores, Section, bearing Saluda County Tax Map No.: 206-26-01-333, and

WHEREAS, Road Access to the property of Rhonda W. Browning is exclusively by Moonlight Drive Extension; and

WHEREAS, at one time in its history Saluda County had maintained Moonlight Drive Extension but has not maintained it in recent years; and

WHEREAS, Rhonda W. Browning subsequently assumed the maintenance of Moonlight Drive Extension and is desirous of maintaining the road as her exclusive access.

NOW, THEREFORE, BE IT ORDAINED, by Saluda County Council to execute a Quit Claim Deed to Rhonda W. Browning for:

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 lot of Rhonda W. Browning and by lot of Barbara Blymyer, Trustee, being known as Saluda County Tax Map No. 206-26-01-334; and on the North by the remaining portion of Moon Light Drive.

DONE in Council duly assembled and by the authority of the same this 14th day of September, 2015.

ATTEST:

SALUDA COUNTY

Karen T. Whittle
Karen T. Whittle
Clerk to Council

By: *Donald E. Hancock*
Donald E. Hancock
Its Chairman

First Reading: July 13, 2015
Second Reading: August 10, 2015
Public Hearing: September 14, 2015
Third Reading: September 14, 2015



FILED FOR RECORD IN
 SALUDA COUNTY SC
 DORIS B HOLMES, CLERK OF COURT
 09-22-2015 At 01:39:57 pm.
 DEED 10.00
 STATE .00
 COUNTY .00
 OR Volume 1088 Page 52 - 55

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SALUDA) QUITCLAIM DEED

WHEREAS, Moonlight Drive, formerly known as Greenwood Street, is a road located in Lake Murray Subdivision, Section 1; and

WHEREAS, Rhonda W. Browning is the owner of a certain lot containing 0.72 acres at the dead end of an extension of Moonlight Drive, ("Moonlight Drive Extension") formerly known as Greenwood Street located in Lake Murray Shores, Section, bearing Saluda County Tax Map No.: 206-26-01-333, and

WHEREAS, Road Access to the property of Rhonda W. Browning is exclusively by Moonlight Drive Extension; and

WHEREAS, at one time in its history Saluda County had maintained Moonlight Drive Extension but has not maintained it in recent years; and

WHEREAS, Rhonda W. Browning subsequently assumed the maintenance of Moonlight Drive Extension and is desirous of maintaining the road as her exclusive access;

NOW, THEREFORE, IN ORDER TO GIVE GOOD CLEAR AND SUFFICIENT TITLE,

KNOW ALL MEN BY THESE PRESENTS, that SALUDA COUNTY BY DONALD E. HANCOCK, CHAIRMAN OF SALUDA COUNTY COUNCIL, for and in consideration of the sum of One Dollar and No/100 (\$1.00) Dollar, and no other consideration to us paid by RHONDA W. BROWNING, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, quitclaim and release, unto the said RHONDA W. BROWNING, her heirs and assigns forever, any interest it may have in the following real property, to wit:

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 lot of Rhonda W. Browning and by lot of Barbara Blymyer, Trustee, being known as Saluda County Tax Map No. 206-26-01-334; and on the North by the remaining portion of Moon Light Drive.

Grantee's Address: RHONDA W. BROWNING
 137 Moon Light Drive
 Leesville, SC 29070

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 the said bargained premises, together with all and singular the rights, members, easements, hereditaments and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of RHONDA

W. BROWNING, her heirs and assigns forever, all its right, title and interest, if any.

WITNESS our Hand and Seal this 21st day of September in the year of our Lord two thousand fifteen and in the two hundred and fortieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Karen T. Whittle
1st witness

Donald E. Hancock
Donald E. Hancock, Chairman
Saluda County Council
Pursuant to Ordinance No. 07-15

Regina H. Turner
2nd witness

STATE OF SOUTH CAROLINA)
COUNTY OF SALUDA)

ACKNOWLEDGEMENT
(Individual)

On this 21st day of September, 2015, before me personally appeared Karen T. Whittle, to be known to me to be the same whose names are subscribed to the foregoing instrument, and acknowledged that (he or she or they) signed and delivered the instrument as (his or her or their) free and voluntary act, for the uses and purposes set forth.

Regina H. Turner
Signature of Notary
Notary Public, State of South Carolina

Regina H. Turner
Print name of Notary
My Commission Expires: 8-13-2022

Recorded in Assessor's Office

Book 4 Page 1560

Morris Jones
Auditor for
Saluda, S.C.

Date	Emp. ID	Employee Name	Labor Code	Work Code	Hours	Cost	Inventory Type	Inventory ID	Project	Client Dept.	Work Order
2/28/2008	R901	PADGETT, JOE	R	526	0.25	5	ROUTE	171	MTRGRDR HUMMINGBIRD LN. -	000008	
2/28/2008	R901	PADGETT, JOE	R	526	0.25	5	ROUTE	356	MTRGRDR THORNHILL PT. -	000008	
2/28/2008	R901	PADGETT, JOE	R	526	1	20	ROUTE	53	MTRGRDR CAROLINA LN. -	000008	
2/28/2008	R901	PADGETT, JOE	R	526	0.25	5	ROUTE	52	MTRGRDR CARLTON RD. -	000008	
2/28/2008	R901	PADGETT, JOE	R	526	0.25	5	ROUTE	230	MTRGRDR MEMORY LN. -	000008	
2/28/2008	R901	PADGETT, JOE	R	526	0.25	5	ROUTE	238	MTRGRDR MOONLIGHT LN. -	000008	
2/28/2008	R901	PADGETT, JOE	R	526	0.25	5	ROUTE	140	MTRGRDR GREENVILLE ST. -	000008	
2/28/2008	R901	PADGETT, JOE	R	526	0.25	5	ROUTE	351	MTRGRDR SUNNY PT. -	000008	
2/28/2008	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	205	MTRGRDR LAUREL ROCK PT. -	000008	
2/28/2008	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	403	MTRGRDR SHAD -	000008	
2/28/2008	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	51	MTRGRDR CANDY LANE -	000008	
2/28/2008	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	18	MTRGRDR BASS DR. -	000008	
2/28/2008	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	43	MTRGRDR BRUNSON ST. -	000008	
2/28/2008	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	124	MTRGRDR FISH HOOK RD. -	000008	
2/28/2008	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	08	MTRGRDR RABON CIR.	000008	
Grand Totals					60.00	\$1,050.00					

Employee Count: 62

Printed at 3/3/2008 4:23:50 PM

Page 4

ROA000158



Labor Data Entry Report

Filter: Date >= 2/28/2008 AND Date <= 2/28/2008

Grouping:

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
2/28/2008	R500	BOATWRIGHT, LARRY	R	802	0.5	7.5	EQUIP	SIGN-TRUCK	SIGNS	000008	
								2001 - DODGE - RAM-250 -			
2/28/2008	R500	BOATWRIGHT, LARRY	R	607	5.5	82.5	ROUTE	LIST100	SIGNS	000008	
								SEE HARD COPY FOR ROADS -			
2/28/2008	R500	BOATWRIGHT, LARRY	R	608	1.5	22.5	ROUTE	LIST100	SIGNS	000008	
								SEE HARD COPY FOR ROADS -			
2/28/2008	R700	GRIFFIN, HOYT	R	535	1	15	ROUTE	1	BUSHC	000008	
2/28/2008	R700	GRIFFIN, HOYT	R	802	1	15	EQUIP	SPRAY-	BUSHC	000008	
								1990 - DODGE, GREY - SERIES 35			
2/28/2008	R700	GRIFFIN, HOYT	R	545	1.5	22.5	ROUTE	268	BUSHC	000008	
								PEACH ORCHARD RD. -			
2/28/2008	R700	GRIFFIN, HOYT	R	545	1	15	ROUTE	438	BUSHC	000008	
								MAYO RD. -			
2/28/2008	R700	GRIFFIN, HOYT	R	545	1	15	ROUTE	21	BUSHC	000008	
								BATES FARM RD. -			
2/28/2008	R700	GRIFFIN, HOYT	R	545	1	15	ROUTE	364	BUSHC	000008	
								TOPAZ RD. -			
2/28/2008	R700	GRIFFIN, HOYT	R	545	1	15	ROUTE	374	BUSHC	000008	
								WATSON POND RD. -			
2/28/2008	R701	COLEMAN, VANCE	R	535	1	15	ROUTE	1	DUMPTRCK	000008	
2/28/2008	R701	COLEMAN, VANCE	R	802	0.5	7.5	EQUIP	DUMP	DUMPTRCK	000008	
								2003 - CHEVROLET - -			
2/28/2008	R701	COLEMAN VANCE	R	601	1	15	ROUTE	54	DUMPTRCK	000008	
								C.P. AVENUE -			
2/28/2008	R701	COLEMAN, VANCE	R	601	1	15	ROUTE	400	DUMPTRCK	000008	
								CANEBRAKE RD. -			
2/28/2008	R701	COLEMAN, VANCE	R	601	1	15	ROUTE	175	DUMPTRCK	000008	
								...			

Bryan - Saluda County00094

ROA000159

Labor Data Entry Report

Filter: Date >= 12/22/2008 AND Date <= 12/22/2008

Grouping:

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
12/22/2008	R401	JACK ESUARY	R	800	7.5	112.5			BACKHOE	000008	
12/22/2008	R600	ABNEY, REX	R	535	1	25	ROUTE	1	RINSPECT	000008	
12/22/2008	R600	ABNEY, REX	R	802	0.5	12.5	ROUTE	238	RINSPECT MOONLIGHT LN. -	000008	
12/22/2008	R600	ABNEY, REX	R	530	1	25	ROUTE	238	RINSPECT MOONLIGHT LN. -	000008	
12/22/2008	R600	ABNEY, REX	R	448	1	25	ROUTE	338	BACKHOE SPANN RD. -	000008	
12/22/2008	R600	ABNEY, REX	R	361	3	75	ROUTE	338	BACKHOE SPANN RD. -		
12/22/2008	R600	ABNEY, REX	R	363	1	25	ROUTE	238	BACKHOE MOONLIGHT LN. -	000008	
12/22/2008	R400	COLEMAN, ROBERT LEE	R	535	1	15	ROUTE	1	BACKHOE	000008	
12/22/2008	R400	COLEMAN, ROBERT LEE	R	802	0.5	7.5	EQUIP	DUMP	BACKHOE 2006CHEVROLETREG. CAB 21761	000008	
12/22/2008	R400	COLEMAN, ROBERT LEE	R	362	2	30	PIPE	388	BACKHOE - - -	000008	
12/22/2008	R400	COLEMAN, ROBERT LEE	R	363	2	30	ROUTE	238	BACKHOE MOONLIGHT LN. -	000008	
12/22/2008	R400	COLEMAN, ROBERT LEE	R	361	2	30	ROUTE	338	BACKHOE SPANN RD. -	000008	
12/22/2008	R901	PADGETT, JOE	R	535	1	20	EQUIP	WEATHER	BACKHOE 1994FORDF-150	000008	
12/22/2008	R901	PADGETT, JOE	R	802	0.5	10	EQUIP	WEATHER	BACKHOE 1994FORDF-150	000008	
12/22/2008	R901	PADGETT, JOE	R	362	2	40	PIPE	388	BACKHOE - - -	000008	

Bryan - Saluda County00116

Printed at 12/23/2008 12:01:02 PM

Page 1

ROA000160

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
1/8/2009	R700	GRIFFIN, HOYT	R	545	1.25	18.75	ROUTE	292	BUSHC RADIO LN. -	000008	
1/8/2009	R400	COLEMAN, ROBERT LEE	R	535	1	15	ROUTE	1	DUMPTRCK	000008	
1/8/2009	R400	COLEMAN, ROBERT LEE	R	802	0.5	7.5	EQUIP	DUMP	DUMPTRCK 2006CHEVROLETREG. CAB 21761	000008	
1/8/2009	R400	COLEMAN, ROBERT LEE	R	601	1	15	ROUTE	432	DUMPTRCK AIKEN ST. -	000008	
1/8/2009	R400	COLEMAN, ROBERT LEE	R	601	4	60	ROUTE	238	DUMPTRCK MOONLIGHT LN. -	000008	
1/8/2009	R400	COLEMAN, ROBERT LEE	R	531	1	15	ROUTE	104	STORM DEBRIS DUNCAN RD. -	000008	
1/8/2009	R701	COLEMAN, VANCE	R	535	1	15	ROUTE	1	DUMPTRCK	000008	
1/8/2009	R701	COLEMAN, VANCE	R	802	0.5	7.5	EQUIP	DUMP	DUMPTRCK 2003CHEVROLET	000008	
1/8/2009	R701	COLEMAN, VANCE	R	601	1	15	ROUTE	78	DUMPTRCK COVE LANE -	000008	
1/8/2009	R701	COLEMAN, VANCE	R	601	4	60	ROUTE	238	DUMPTRCK MOONLIGHT LN. -	000008	
1/8/2009	R701	COLEMAN, VANCE	R	531	1	15	ROUTE	104	STORM DEBRIS DUNCAN RD. -	000008	
1/8/2009	R600	ABNEY, REX	R	535	1	25	ROUTE	1	DUMPTRCK	000008	
1/8/2009	R600	ABNEY, REX	R	802	0.5	12.5	EQUIP	FOREMAN'S	DUMPTRCK 2000CHEVYGUN-METAL COLOR	000008	
1/8/2009	R600	ABNEY, REX	R	601	1	25	ROUTE	78	DUMPTRCK COVE LANE -	000008	
1/8/2009	R600	ABNEY, REX	R	601	2	50	ROUTE	238	DUMPTRCK MOONLIGHT LN. -	000008	
1/8/2009	R600	ABNEY, REX	R	531	1	25	ROUTE	104	STORM DEBRIS DUNCAN RD. -	000008	

Bryan - Saluda County00124

ROA000161

Labor Data Entry Report

Filter: Date >= 1/9/2009 AND Date <= 1/9/2009

Grouping:

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
1/9/2009	R500	BOATWRIGHT, LARRY	R	802	1	15	EQUIP	SIGN-TRUCK	SIGNS	000008	
								2001 - DODGE - RAM-250 -			
1/9/2009	R500	BOATWRIGHT, LARRY	R	607	3	45	ROUTE	LIST100	SIGNS	000008	
								SEE HARD COPY FOR ROADS -			
1/9/2009	R500	BOATWRIGHT, LARRY	R	608	1	15	ROUTE	LIST100	SIGNS	000008	
								SEE HARD COPY FOR ROADS -			
1/9/2009	R500	BOATWRIGHT, LARRY	R	535	1.5	22.5	ROUTE	1	SIGNS	000008	
1/9/2009	R600	ABNEY, REX	R	535	1	25	ROUTE	1	RINSPECT	000008	
1/9/2009	R600	ABNEY, REX	R	802	0.5	12.5	EQUIP	FOREMAN'S	RINSPECT	000008	
								2000CHEVYGUN-METAL COLOR			
1/9/2009	R600	ABNEY, REX	R	352	2	50			DATA/INFO	000008	
1/9/2009	R600	ABNEY, REX	R	365	2	50	ROUTE	279	RINSPECT	000008	
								PINEY WOOD RD. -			
1/9/2009	R600	ABNEY, REX	R	802	1	25	EQUIP	FOREMAN'S		000008	
								2000CHEVYGUN-METAL COLOR			
1/9/2009	R600	ABNEY, REX	R	801	1	25	EQUIP	MOTORGRA	FUEL	000008	
								2007CATERPILLAR12H			
1/9/2009	R701	COLEMAN, VANCE	R	535	1	15	ROUTE	1	DUMPTRCK	000008	
1/9/2009	R701	COLEMAN, VANCE	R	802	0.5	7.5	EQUIP	DUMP	DUMPTRCK	000008	
								2003CHEVROLET			
1/9/2009	R701	COLEMAN, VANCE	R	601	2	30	ROUTE	238	DUMPTRCK	000008	
								MOONLIGHT LN. -			
1/9/2009	R701	COLEMAN, VANCE	R	601	1	15	ROUTE	175	DUMPTRCK	000008	
								- - -			
1/9/2009	R701	COLEMAN, VANCE	R	601	2	30	ROUTE	229	DUMPTRCK	000008	
								MEDICAL PARK RD. -			

Bryan - Saluda County00130

ROA000162

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
1/9/2009	R701	COLEMAN, VANCE	R	601	1	15	ROUTE	279	DUMPTRCK PINEY WOOD RD. -	000008	
1/9/2009	R400	COLEMAN, ROBERT LEE	R	535	1	15	ROUTE	1	DUMPTRCK	000008	
1/9/2009	R400	COLEMAN, ROBERT LEE	R	802	0.5	7.5	EQUIP	DUMP	DUMPTRCK 2006CHEVROLETREG. CAB 21761	000008	
1/9/2009	R400	COLEMAN, ROBERT LEE	R	601	2	30	ROUTE	238	DUMPTRCK MOONLIGHT LN. -	000008	
1/9/2009	R400	COLEMAN, ROBERT LEE	R	601	1	15	ROUTE	437	DUMPTRCK EMORY RD. -	000008	
1/9/2009	R400	COLEMAN, ROBERT LEE	R	601	2	30	ROUTE	229	DUMPTRCK MEDICAL PARK RD. -	000008	
1/9/2009	R400	COLEMAN, ROBERT LEE	R	601	1	15	ROUTE	279	DUMPTRCK PINEY WOOD RD. -	000008	
1/9/2009	R401	JACK ESUARY	R	802	0.5	7.5	EQUIP	R-O-W	BUSHC 2001DODGEWHITE	000008	
1/9/2009	R401	JACK ESUARY	R	535	1	15	ROUTE	1	BUSHC	000008	
1/9/2009	R401	JACK ESUARY	R	545	0.5	7.5	ROUTE	292	BUSHC RADIO LN. -	000008	
1/9/2009	R401	JACK ESUARY	R	545	0.5	7.5	ROUTE	107	BUSHC EBO LANE -	000008	
1/9/2009	R401	JACK ESUARY	R	545	0.5	7.5	ROUTE	156	BUSHC HELEN DR. -	000008	
1/9/2009	R401	JACK ESUARY	R	545	0.5	7.5	ROUTE	206	BUSHC - - -	000008	
1/9/2009	R401	JACK ESUARY	R	545	0.5	7.5	ROUTE	293	BUSHC RAINBOW DR. -	000008	
1/9/2009	R401	JACK ESUARY	R	545	0.5	7.5	ROUTE	350	BUSHC SUNDEW CT. -	000008	
1/9/2009	R401	JACK ESUARY	R	545	0.5	7.5	ROUTE	170	BUSHC HORIZON CT. -	000008	

Bryan - Saluda County00131

Printed at 1/12/2009 4:02:03 PM

Page 2

ROA000163

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
1/15/2009	R400	COLEMAN, ROBERT LEE	R	520	1	15	ROUTE	17	BACKHOE	000008	
								- - -			
1/15/2009	R400	COLEMAN, ROBERT LEE	R	601	1	15	ROUTE	198	DUMPTRCK	000008	
								KOONS HILL -			
1/15/2009	R701	COLEMAN, VANCE	R	535	1	15	ROUTE	1		000008	
1/15/2009	R701	COLEMAN, VANCE	R	802	0.5	7.5	EQUIP	DRAINAGE		000008	
								2001DODGEWHITE			
1/15/2009	R701	COLEMAN, VANCE	R	523	1	15	ROUTE	101		000008	
								DOUGLAS RD. -			
1/15/2009	R701	COLEMAN, VANCE	R	523	1	15	ROUTE	238		000008	
								MOONLIGHT LN. -			
1/15/2009	R701	COLEMAN, VANCE	R	342	1	15	ROUTE	104		000008	
								DUNCAN RD. -			
1/15/2009	R701	COLEMAN, VANCE	R	321	2	30	ROUTE	189		000008	
								JUDGE LONG RD. -			
1/15/2009	R701	COLEMAN, VANCE	R	531	1	15	ROUTE	44		000008	
								BRYAN RD. -			
1/15/2009	R900	WATSON, BOBBY	R	535	1	20	ROUTE	1		000008	
1/15/2009	R900	WATSON, BOBBY	R	802	0.5	10	EQUIP	DRAINAGE		000008	
								2001DODGEWHITE			
1/15/2009	R900	WATSON, BOBBY	R	523	1	20	ROUTE	101		000008	
								DOUGLAS RD. -			
1/15/2009	R900	WATSON, BOBBY	R	523	1	20	ROUTE	238		000008	
								MOONLIGHT LN. -			
1/15/2009	R900	WATSON, BOBBY	R	342	1	20	ROUTE	104		000008	
								DUNCAN RD. -			
1/15/2009	R900	WATSON, BOBBY	R	321	2	40	ROUTE	189		000008	
								JUDGE LONG RD. -			
1/15/2009	R900	WATSON, BOBBY	R	531	1	20	ROUTE	44		000008	
								BRYAN RD. -			

Bryan - Saluda County00142

ROA000164

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
4/22/2009	R400	COLEMAN, ROBERT LEE	R	802	0.5	7.5	EQUIP	DUMP	DUMPTRCK	000008	
								2006CHEVROLET	REG. CAB 21761		
4/22/2009	R400	COLEMAN, ROBERT LEE	R	601	1	15	ROUTE	199	DUMPTRCK	000008	
								LA FORCE LN. -			
4/22/2009	R400	COLEMAN, ROBERT LEE	R	601	1	15	ROUTE	209	DUMPTRCK	000008	
								LEVENTIS LANE -			
4/22/2009	R400	COLEMAN, ROBERT LEE	R	601	4	60	ROUTE	228	DUMPTRCK	000008	
								MCNEARY FERRY RD. -			
4/22/2009	R901	PADGETT, JOE	R	801	0.5	10	EQUIP	MOTORGRA	MTRGRDR	000008	
								2007CATERPILLAR	12H		
4/22/2009	R901	PADGETT, JOE	R	802	0.5	10	EQUIP	MOTORGRA	MTRGRDR	000008	
								2007CATERPILLAR	12H		
4/22/2009	R901	PADGETT, JOE	R	354	0.5	10	EQUIP	MOTORGRA	MTRGRDR	000008	
								2007CATERPILLAR	12H		
4/22/2009	R901	PADGETT, JOE	R	535	0.5	10	ROUTE	1	MTRGRDR	000008	
4/22/2009	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	78	MTRGRDR	000008	
								COVE LANE -			
4/22/2009	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	432	MTRGRDR	000008	
								AIKEN ST. -			
4/22/2009	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	140	MTRGRDR	000008	
								GREENVILLE ST. -			
4/22/2009	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	238	MTRGRDR	000008	
								MOONLIGHT LN. -			
4/22/2009	R901	PADGETT, JOE	R	527	0.25	5	ROUTE	LIST100	MTRGRDR	000008	
								SEE HARD COPY FOR ROADS -			
4/22/2009	R901	PADGETT, JOE	R	526	0.5	10	ROUTE	201	MTRGRDR	000008	
								LAKE DR. -			
4/22/2009	R901	PADGETT, JOE	R	526	0.5	10	ROUTE	205	MTRGRDR	000008	
								LAUREL ROCK PT. -			
4/22/2009	R901	PADGETT, JOE	R	525	0.5	10	ROUTE	351	MTRGRDR	000008	
								SUNNY PT. -			

ROA000165

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
4/27/2009	R901	PADGETT, JOE	R	527	0.5	10	ROUTE	235	MTRGRDR MITCHELL RD. -	000008	
4/27/2009	R901	PADGETT, JOE	R	530	0.5	10	ROUTE	26	MTRGRDR BEDENBAUGH RD. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	535	1	15	ROUTE	1	BUSHC	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	802	0.5	7.5	EQUIP	R-O-W 2001DODGEWHITE	BUSHC	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	53	BUSHC CAROLINA LN. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	356	BUSHC THORNHILL PT. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	403	BUSHC SHAD -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	230	BUSHC MEMORY LN. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	238	BUSHC MOONLIGHT LN. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	205	BUSHC LAUREL ROCK PT. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	351	BUSHC SUNNY PT. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	140	BUSHC GREENVILLE ST. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	302	BUSHC ROBBINS ST. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	52	BUSHC CARLTON RD. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	43	BUSHC BRUNSON ST. -	000008	
4/27/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	08	BUSHC RABON CIR.	000008	

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
6/24/2009	R401	JACK ESUARY	R	545	0.25	3.75	ROUTE	331	BUSHC SHEALY RD. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	535	1	15	ROUTE	1	BUSHC	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	802	0.5	7.5	EQUIP	R-O-W	BUSHC 2001DODGEWHITE	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	258	BUSHC OLD DUNCAN RD. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	13	BUSHC AULL RD. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	304	BUSHC ROCKY CREEK CIR. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	103	BUSHC DUCKHAVEN LN. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	171	BUSHC HUMMINGBIRD LN. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	53	BUSHC CAROLINA LN. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	230	BUSHC MEMORY LN. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	238	BUSHC MOONLIGHT LN. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	403	BUSHC SHAD -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	201	BUSHC LAKE DR. -	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	318	BUSHC 318 - SALUDA WATERS PT. - HOLL	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	319	BUSHC 319 - SALUDA WATERS RD. - SALU	000008	
6/24/2009	R700	GRIFFIN, HOYT	R	545	0.25	3.75	ROUTE	458	BUSHC LAMPLIGHT DR.	000008	

ROA000167

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
9/23/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	351	BUSHC SUNNY PT. -	000008	
9/23/2009	R700	GRIFFIN, HOYT	R	545	0.5	7.5	ROUTE	238	BUSHC MOONLIGHT LN. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	535	1	15	ROUTE	1	BUSHC	000008	
9/23/2009	R701	COLEMAN, VANCE	R	802	0.5	7.5	EQUIP	SLOPEMOW	BUSHC 2008NEW HOLLANDTB 100	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	201	BUSHC LAKE DR. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	318	BUSHC 318 - SALUDA WATERS PT. - HOLL	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	1	15	ROUTE	53	BUSHC CAROLINA LN. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	356	BUSHC THORNHILL PT. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	140	BUSHC GREENVILLE ST. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	230	BUSHC MEMORY LN. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	205	BUSHC LAUREL ROCK PT. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	1	15	ROUTE	304	BUSHC ROCKY CREEK CIR. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	351	BUSHC SUNNY PT. -	000008	
9/23/2009	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	238	BUSHC MOONLIGHT LN. -	000008	
9/23/2009	R900	WATSON, BOBBY	R	535	1	20	ROUTE	1	MTRGRDR	000008	
9/23/2009	R900	WATSON, BOBBY	R	802	0.5	10	EQUIP	MOTORGRA	MTRGRDR 2007CATERPILLAR12H	000008	

ROA000168

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
12/10/2009	R500	BOATWRIGHT, LARRY	R	606	2.5	37.5	ROUTE	LIST100	SIGNS	000008	
									SEE HARD COPY FOR ROADS -		
12/10/2009	R400	COLEMAN, ROBERT LEE	R	535	1	15	ROUTE	1	BACKHOE	000008	
12/10/2009	R400	COLEMAN, ROBERT LEE	R	802	0.5	7.5	EQUIP	DRAINAGE	BACKHOE	000008	
								2001DODGEWHITE			
12/10/2009	R400	COLEMAN, ROBERT LEE	R	531	2	30	ROUTE	238	STORM DEBRIS	000008	
								MOONLIGHT LN. -			
12/10/2009	R400	COLEMAN, ROBERT LEE	R	523	2	30	ROUTE	228	BACKHOE	000008	
								MCNEARY FERRY RD. -			
12/10/2009	R400	COLEMAN, ROBERT LEE	R	362	2	30	ROUTE	360	BACKHOE	000008	
								TIMBERLANE RD. -			
12/10/2009	R702	ALFRED R. RODGERS	R	535	1	15	ROUTE	1	BACKHOE	000008	
12/10/2009	R702	ALFRED R. RODGERS	R	802	0.5	7.5	EQUIP	DUMP	BACKHOE	000008	
								2006CHEVROLETREG. CAB 21761			
12/10/2009	R702	ALFRED R. RODGERS	R	531	2	30	ROUTE	238	STORM DEBRIS	000008	
								MOONLIGHT LN. -			
12/10/2009	R702	ALFRED R. RODGERS	R	523	2	30	ROUTE	228	BACKHOE	000008	
								MCNEARY FERRY RD. -			
12/10/2009	R702	ALFRED R. RODGERS	R	362	2	30	ROUTE	360	BACKHOE	000008	
								TIMBERLANE RD. -			
12/10/2009	R701	COLEMAN, VANCE	R	535	1	15	ROUTE	1	BUSHC	000008	
12/10/2009	R701	COLEMAN, VANCE	R	802	0.5	7.5	EQUIP	R-O-W	BUSHC	000008	
								2001DODGEWHITE			
12/10/2009	R701	COLEMAN, VANCE	R	545	1.5	22.5	ROUTE	158	BUSHC	000008	
								HENLEY RD. -			
12/10/2009	R701	COLEMAN, VANCE	R	545	1.5	22.5	ROUTE	255	BUSHC	000008	
								OLD CHAPPELLE FERRY RD. -			
12/10/2009	R701	COLEMAN, VANCE	R	545	1.5	22.5	ROUTE	259	BUSHC	000008	
								OLD GASSAWAY RD. -			

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
3/22/2010	R702	ALFRED R. RODGERS	R	545	1	15	ROUTE	190	BUSHC JUDSON BRANCH RD. -	000008	
3/22/2010	R702	ALFRED R. RODGERS	R	545	1	15	ROUTE	253	BUSHC OAKDALE DR. -	000008	
3/22/2010	R600	ABNEY, REX	R	535	1	25	ROUTE	1	BACKHOE	000008	
3/22/2010	R600	ABNEY, REX	R	802	0.5	12.5	EQUIP	FOREMAN'S	BACKHOE	000008	
								2000CHEVYGUN-METAL COLOR			
3/22/2010	R600	ABNEY, REX	R	333	2	50	ROUTE	53	BACKHOE	000008	
								CAROLINA LN. -			
3/22/2010	R600	ABNEY, REX	R	333	2	50	ROUTE	238	BACKHOE	000008	
								MOONLIGHT LN. -			
3/22/2010	R600	ABNEY, REX	R	362	2	50	ROUTE	62	BACKHOE	000008	
								CHEYENNE -			
3/22/2010	R703	JOHN PERRY	R	535	1	15	ROUTE	1	BACKHOE	000008	
3/22/2010	R703	JOHN PERRY	R	802	0.5	7.5	EQUIP	DUMP	BACKHOE	000008	
								2006CHEVROLETREG. CAB 21761			
3/22/2010	R703	JOHN PERRY	R	333	2	30	ROUTE	53	BACKHOE	000008	
								CAROLINA LN. -			
3/22/2010	R703	JOHN PERRY	R	333	2	30	ROUTE	238	BACKHOE	000008	
								MOONLIGHT LN. -			
3/22/2010	R703	JOHN PERRY	R	362	2	30	ROUTE	62	BACKHOE	000008	
								CHEYENNE -			
3/22/2010	R400	COLEMAN, ROBERT LEE	R	535	1	15	ROUTE	1	BACKHOE	000008	
3/22/2010	R400	COLEMAN, ROBERT LEE	R	802	0.5	7.5	EQUIP	DRAINAGE	BACKHOE	000008	
								2001DODGEWHITE			
3/22/2010	R400	COLEMAN, ROBERT LEE	R	333	2	30	ROUTE	53	BACKHOE	000008	
								CAROLINA LN. -			
3/22/2010	R400	COLEMAN, ROBERT LEE	R	333	2	30	ROUTE	238	BACKHOE	000008	
								MOONLIGHT LN. -			

Bryan - Saluda County00191

Printed at 3/23/2010 9:28:57 AM

Page 2

ROA000170

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	201	MTRGRDR LAKE DR. -	000008	
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	124	MTRGRDR FISH HOOK RD. -	000008	
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	78	MTRGRDR COVE LANE -	000008	
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	302	MTRGRDR ROBBINS ST. -	000008	
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	302	MTRGRDR ROBBINS ST. -	000008	
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	140	MTRGRDR GREENVILLE ST. -	000008	
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	205	MTRGRDR LAUREL ROCK PT. -	000008	
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	238	MTRGRDR MOONLIGHT LN. -	000008	
4/13/2010	R901	PADGETT, JOE	R	527	0.1	2	ROUTE	LIST100	MTRGRDR SEE HARD COPY FOR ROADS -	000008	
Grand Totals					53.10	\$912.00					
Employee Count: 56											

ROA000171

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
4/7/2011	R703	JOHN PERRY	R	535	1	15	ROUTE	1	BACKHOE	000008	
4/7/2011	R703	JOHN PERRY	R	802	0.5	7.5	EQUIP	DUMP	BACKHOE	000008	
								2006CHEVROLETREG. CAB 21761			
4/7/2011	R703	JOHN PERRY	R	523	1	15	ROUTE	356	BACKHOE	000008	
								THORNHILL PT. -			
4/7/2011	R703	JOHN PERRY	R	523	1	15	ROUTE	085	BACKHOE	000008	
								COLLUM'S LANDING RD.			
4/7/2011	R703	JOHN PERRY	R	516	4	60	PAVEMENT	395	BACKHOE	000008	
								395 - WYSES FERRY RD. - 194 -			
4/7/2011	R901	PADGETT, JOE	R	801	0.5	10	EQUIP	MOTORGRA	FUEL	000008	
								2010CATERPILLAR120M			
4/7/2011	R901	PADGETT, JOE	R	802	0.5	10	EQUIP	MOTORGRA	MTRGRDR	000008	
								2010CATERPILLAR120M			
4/7/2011	R901	PADGETT, JOE	R	354	0.5	10	EQUIP	MOTORGRA	MTRGRDR	000008	
								2010CATERPILLAR120M			
4/7/2011	R901	PADGETT, JOE	R	535	0.5	10	ROUTE	1	MTRGRDR	000008	
4/7/2011	R901	PADGETT, JOE	R	526	1	20	ROUTE	202	MTRGRDR	000008	
								LAKESIDE CIRCLE -			
4/7/2011	R901	PADGETT, JOE	R	526	0.5	10	ROUTE	051	MTRGRDR	000008	
								CANDY LANE			
4/7/2011	R901	PADGETT, JOE	R	526	0.5	10	ROUTE	140	MTRGRDR	000008	
								GREENVILLE ST. -			
4/7/2011	R901	PADGETT, JOE	R	526	0.5	10	ROUTE	238	MTRGRDR	000008	
								MOONLIGHT LN. -			
4/7/2011	R901	PADGETT, JOE	R	525	0.5	10	ROUTE	018	MTRGRDR	000008	
								BASS DR.			
4/7/2011	R901	PADGETT, JOE	R	525	1.5	30	ROUTE	103	MTRGRDR	000008	
								DUCKHAVEN LN. -			
4/7/2011	R901	PADGETT, JOE	R	525	0.5	10	ROUTE	171	MTRGRDR	000008	
								HUMMINGBIRD LN. -			

Bryan - Saluda County00208

ROA000172

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
3/1/2012	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	258	BUSHC OLD DUNCAN RD.	000008	
3/1/2012	R701	COLEMAN, VANCE	R	545	0.5	7.5	ROUTE	425	BUSHC METTS RD. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	124	BUSHC FISH HOOK RD. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	205	BUSHC LAUREL ROCK PT. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	238	BUSHC MOONLIGHT LN. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	140	BUSHC GREENVILLE ST. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	304	BUSHC ROCKY CREEK CIR. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	008	BINSPECT RABON CIR.	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	351	BUSHC SUNNY PT. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	356	BUSHC THORNHILL PT. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	013	BUSHC AULL RD.	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	317	BUSHC SALUDA SHORES CIR. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	230	BUSHC MEMORY LN. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	411	BUSHC LANGFORD RD. -	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	410	BUSHC TURTLE POINT RD.	000008	
3/1/2012	R701	COLEMAN, VANCE	R	546	0.05	0.75	ROUTE	018	BUSHC BASS DR.	000008	

Bryan - Saluda County00216

ROA000173

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
9/7/2012	R900	WATSON, BOBBY	R	528	1.5	30	ROUTE	228	CTC-R12 MCNEARY FERRY RD. -	000008	
9/7/2012	R900	WATSON, BOBBY	R	527	0.25	5	ROUTE	053	MTRGRDR CAROLINA LN.	000008	
9/7/2012	R900	WATSON, BOBBY	R	527	0.25	5	ROUTE	403	MTRGRDR SHAD -	000008	
9/7/2012	R900	WATSON, BOBBY	R	526	0.25	5	ROUTE	238	MTRGRDR MOONLIGHT LN. -	000008	
9/7/2012	R900	WATSON, BOBBY	R	526	0.25	5	ROUTE	230	MTRGRDR MEMORY LN. -	000008	
Grand Totals		Employee Count: 52			52.50	\$900.00					

Printed at 9/11/2012 6:53:03 AM

Page 4

ROA000174

Labor Data Entry Report

Filter: Date >= 4/30/2013 AND Date <= 4/30/2013

Grouping:

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
4/30/2013	R400	COLEMAN, ROBERT LEE	R	535	1	15	ROUTE	1	BACKHOE	000008	
4/30/2013	R400	COLEMAN, ROBERT LEE	R	802	0.5	7.5	EQUIP	DUMP	BACKHOE	000008	
								2006CHEVROLETREG. CAB 21761			
4/30/2013	R400	COLEMAN, ROBERT LEE	R	523	2	30	ROUTE	351	BACKHOE	000008	
								SUNNY PT. -			
4/30/2013	R400	COLEMAN, ROBERT LEE	R	523	2	30	ROUTE	238	BACKHOE	000008	
								MOONLIGHT LN. -			
4/30/2013	R400	COLEMAN, ROBERT LEE	R	531	2	30	ROUTE	300	BACKHOE	000008	
								RINEHART RD. -			
4/30/2013	R705	JOHN HARMON	R	535	1	15	ROUTE	1	BACKHOE	000008	
4/30/2013	R705	JOHN HARMON	R	802	0.5	7.5	EQUIP	DUMP	BACKHOE	000008	
								2003CHEVROLET			
4/30/2013	R705	JOHN HARMON	R	523	2	30	ROUTE	351	BACKHOE	000008	
								SUNNY PT. -			
4/30/2013	R705	JOHN HARMON	R	523	1	15	ROUTE	238	BACKHOE	000008	
								MOONLIGHT LN. -			
4/30/2013	R705	JOHN HARMON	R	531	2	30	ROUTE	300	BACKHOE	000008	
								RINEHART RD. -			
4/30/2013	R705	JOHN HARMON	R	601	1	15	ROUTE	053	DUMPTRCK	000008	
								CAROLINA LN.			
4/30/2013	R701	COLEMAN, VANCE	R	535	1	15	ROUTE	1	BUSHC	000008	
4/30/2013	R701	COLEMAN, VANCE	R	802	0.5	7.5	EQUIP	SLOPEMOW	BUSHC	000008	
								2006NEW HOLLANDTB 100			
4/30/2013	R701	COLEMAN, VANCE	R	545	1	15	ROUTE	057	BUSHC	000008	
								CATFISH RD.			
4/30/2013	R701	COLEMAN, VANCE	R	545	1	15	ROUTE	417	BUSHC	000008	
								JOHN QUINCY RD. -			

Bryan - Saluda County00230

Printed at 5/1/2013 8:16:34 AM

Page 1

ROA000175

<u>Date</u>	<u>Emp. ID</u>	<u>Employee Name</u>	<u>Labor Code</u>	<u>Work Code</u>	<u>Hours</u>	<u>Cost</u>	<u>Inventory Type</u>	<u>Inventory ID</u>	<u>Project</u>	<u>Client Dept.</u>	<u>Work Order</u>
5/29/2013	R702	ALFRED R. RODGERS	R	545	1	15	ROUTE	070 COLT	BUSHC	000008	
5/29/2013	R702	ALFRED R. RODGERS	R	354	0.5	7.5	EQUIP	SHOULDER 2001HOLLAND6610	BUSHC	000008	
5/29/2013	R701	COLEMAN, VANCE	R	535	1	15	ROUTE	1	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	802	0.5	7.5	EQUIP	MOTORGRA 2010CATERPILLAR120M	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	525	1	15	ROUTE	013 AULL RD.	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	525	1	15	ROUTE	103 DUCKHAVEN LN. -	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	525	1	15	ROUTE	053 CAROLINA LN.	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	525	1	15	ROUTE	202 LAKESIDE CIRCLE -	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	525	1	15	ROUTE	238 MOONLIGHT LN. -	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	525	0.5	7.5	ROUTE	304 ROCKY CREEK CIR. -	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	527	0.1	1.5	ROUTE	351 SUNNY PT. -	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	527	0.1	1.5	ROUTE	018 BASS DR.	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	527	0.1	1.5	ROUTE	403 SHAD -	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	527	0.1	1.5	ROUTE	051 CANDY LANE	MTRGRDR	000008	
5/29/2013	R701	COLEMAN, VANCE	R	527	0.1	1.5	ROUTE	171 HUMMINGBIRD LN. -	MTRGRDR	000008	
5/29/2013	R600	ABNEY, REX	R	535	1	25	ROUTE	1	RINSPECT	000008	

Bryan - Saluda County00240



Corley, Billie

From: Horne, Hardee
Sent: Friday, June 26, 2009 8:49 AM
To: Corley, Billie; schump@embarqmail.com
Cc: Padget, Sandra
Subject: RE: Emailing: 062509_13461

I talked to JVS at 9:30 A.M. on 6/30/09. He agree to allow Ms. Browning to plant the trees on the easement between the existing property line and the edge of the drive that she has installed.

I called Steve Teer and told him the decision.

If there will be no obstruction to water flow coming from ditches or county maintained piping, and as long as it doesnt create a hazard with visibility then I have no problem with it.

Rhonda Browning
 Moonlight Lane

Ms. Browning asked for permission to plant Leyland cypress trees between her fence and property line to from a type of privacy fence. She has already placed washed stone in the drive and red mulch on the shoulder. This is the only access to her property. The area in question is a 30'x100' easement. The county has never maintained this area. The original intent was for that easement be used as water access for residents who had no property touching the lake. The report is that there was a suit of some description between a prior property owner and her neighbor. We have been unable to verify that using the names of those people. She said that she may look into a quit-claim on this easement. My take is, since we don't maintain this area and she has made improvements, that she be allowed to plant those trees. I have included a picture of the proposed location for the trees. What direction would you all like to take?
 BC



***Roads & Bridges Department
111 Law Enforcement Drive
Saluda, SC 29133
Office: (864) 445-2106 Fax: (864) 445-3519***

July 10th, 2014

Mrs. Rhonda Browning
137 Moonlight Lane
Leesville, SC 29070

Dear Mrs. Browning,

Recently the Saluda County Roads & Bridges Department received a complaint in reference to trees being planted on the right of way of Moonlight Lane. I along with members of the road committee have visited the site and observed the situation. At this point in time, the road committee would recommend that you either begin an action to close that portion of Moonlight Lane or for you to remove the trees that have been planted on the portion of the right of way that adjoins the Bryan property. Please let our office know which course of action you choose to follow by calling me at (864) 445-2106.

Sincerely,

Mr. Billie Corley
Superintendent
Saluda County Roads & Bridges Dept.

CC: Saluda County Director Mrs. Sandra Padgett & Saluda County Attorney Mr. Christian Spradley

ROA000178

Bryan - Saluda County00039

ELECTRONICALLY FILED - 2023 Aug 11 11:41 AM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

JAN H. BRYAN,

Plaintiff,

Case No.: 2021-CP-41-00032

vs

SALUDA COUNTY, SALUDA
COUNTY COUNCIL, RHONDA W.
BROWNING, AND FIRST COMMUNITY
BANK,

Defendants.

D E P O S I T I O N

WITNESS: BILLIE RAY CORLEY

DATE: Thursday, July 7, 2022

TIME: 10:05 a.m.

LOCATION: 111 Law Enforcement Drive
Saluda, South Carolina

TAKEN BY: Attorneys for the Plaintiff

REPORTED BY: GINA M. JOHNSON
Certified Shorthand Reporter
Registered Professional Reporter

Gina M. Smith Court Reporting, LLC
117 Harmon Creek Court
Lexington, SC 29072
803-359-5705

ROA000179

1 APPEARANCES:

2 ATTORNEYS FOR PLAINTIFF

3 JAN H. BRYAN:

4 BRUNER, POWELL, WALL & MULLINS, LLC

5 BY: WESLEY D. PEEL, ESQ.

6 1735 St. Julian Place, Suite 200

7 P.O. Box 61110

8 Columbia, SC 29260-1110

9 803-252-7693

10 wpeel@brunerpowell.com

11 ATTORNEYS FOR DEFENDANT

12 SALUDA COUNTY AND SALUDA COUNTY COUNCIL:

13 TURNER, PADGET, GRAHAM & LANEY, P.A.

14 BY: VIRGINIA P. BOZEMAN, ESQ.

15 1901 Main Street, 17th Floor

16 P.O. Box 1473

17 Columbia, SC 29202

18 803-254-2200

19 vbozeman@turnerpadget.com

20 ATTORNEYS FOR DEFENDANT

21 RHONDA W. BROWNING:

22 CALLISON TIGHE

23 BY: LOUIS H. LANG, ESQ.

24 1812 Lincoln Street

25 P.O. Box 1390

Columbia, SC 29202

803-404-6900

louislang@callisontighe.com

and

GERTZ & MOORE, LLP

BY: W. JOSEPH MOORE, JR., ESQ.

1416 Laurel Street

P.O. Box 456

Columbia, SC 29202

803-252-1524

wjmoore@gertzandmoore.com

26 ALSO PRESENT:

27 RHONDA BROWNING

28 (INDEX AT REAR OF TRANSCRIPT)

1 A. Yeah.

2 Q. Okay. All right. Well, thank you.

3 Now, if we go back over to your email, and
4 you recall -- do you recall Ms. Browning asking
5 permission to plant Leyland cypresses on that strip
6 of land?

7 A. Not specifically Leyland cypress. I do
8 remember trees.

9 Q. Okay. You read through this?

10 A. Yeah.

11 Q. That is your email -- is that your email
12 or --

13 A. Yeah.

14 Q. Okay. And you note this is the only
15 access to her property. The area in question is a
16 30-by-100 easement. And why do you call that an
17 easement? Do you remember?

18 A. It's what it was, I guess. I don't know.

19 Q. Okay. And then you say the County has
20 never maintained this area, and the original intent
21 was for the easement to be used as water access for
22 residents who had no property touching the lake.
23 And how did you know that?

24 A. I do not remember where I got that
25 information.

ROA000181

1 Q. Do you still believe that to be true, that
2 that was the intent of the area, to be used for
3 other residents?

4 A. Do I still believe it?

5 Q. Yes.

6 A. Well, yes, I do.

7 Q. All right. Would you flip to the next
8 tab, please. And that should be marked Exhibit 6,
9 and that's at the top -- or I guess the bottom
10 right, I go by the Bates number, it says Saluda
11 County FOIA 6. Are we on the same page? The
12 bottom right corner. Down at the bottom.

13 A. Okay. Yeah.

14 Q. Okay. So this is Exhibit 6 to your
15 deposition. And this -- I'm going to start at the
16 bottom because these are reverse date order. It's
17 9/23/10. It says Billie Corley -- from Billie
18 Corley, subject Moonlight Lane, to Hardee Horne.
19 And who is Mr. Horne?

20 A. Who is he?

21 Q. Yeah.

22 A. He's -- at this point in time, he was
23 chairman of the county council.

24 Q. Okay, he's the chair. Now, I'll ask you
25 some questions I know the answer to. I want to get

1 STATE OF SOUTH CAROLINA

2 COUNTY OF SALUDA

COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

3
4 JAN H. BRYAN,

5 Plaintiff,

Case No.: 2021-CP-41-00032

6 vs

7 SALUDA COUNTY, SALUDA
COUNTY COUNCIL, RHONDA W.
8 BROWNING, AND FIRST COMMUNITY
BANK,

9 Defendants.
10

11 D E P O S I T I O N

12 WITNESS: JAN H. BRYAN

13 DATE: Tuesday, September 20, 2022

14 TIME: 11:42 a.m.

15 LOCATION: 400 West Highland Street
Saluda, South Carolina

16 TAKEN BY: Attorneys for the Defendants

17 REPORTED BY: GINA M. JOHNSON
18 Certified Shorthand Reporter
19 Registered Professional Reporter
20
21
22

23 -----
24 Gina M. Smith Court Reporting, LLC
25 117 Harmon Creek Court
Lexington, SC 29072
803-359-5705

ROA000183

1 APPEARANCES:

2 ATTORNEYS FOR PLAINTIFF

3 JAN H. BRYAN:

4 BRUNER, POWELL, WALL & MULLINS, LLC

5 BY: WESLEY D. PEEL, ESQ.

6 1735 St. Julian Place, Suite 200

7 P.O. Box 61110

8 Columbia, SC 29260-1110

9 803-252-7693

10 wpeel@brunerpowell.com

11 ATTORNEYS FOR DEFENDANT

12 SALUDA COUNTY AND SALUDA COUNTY COUNCIL:

13 TURNER, PADGET, GRAHAM & LANEY, P.A.

14 BY: VIRGINIA P. BOZEMAN, ESQ.

15 1901 Main Street, 17th Floor

16 P.O. Box 1473

17 Columbia, SC 29202

18 803-254-2200

19 vbozeman@turnerpadget.com

20 ATTORNEYS FOR DEFENDANT

21 RHONDA W. BROWNING:

22 CALLISON TIGHE

23 BY: LOUIS H. LANG, ESQ.

24 1812 Lincoln Street

25 P.O. Box 1390

Columbia, SC 29202

803-404-6900

louislang@callisontighe.com

and

GERTZ & MOORE, LLP

BY: W. JOSEPH MOORE, JR., ESQ.

1416 Laurel Street

P.O. Box 456

Columbia, SC 29202

803-252-1524

wjmoore@gertzandmoore.com

26 ALSO PRESENT:

27 RHONDA BROWNING

28 RANDY BRYAN

29 (INDEX AT REAR OF TRANSCRIPT)

1 A. That's what it was when we first moved
2 there. It's changed now.

3 Q. Okay. What is it known as now? What
4 address is it known as?

5 A. I really don't know.

6 Q. Okay. I'm going to refer to it as 145
7 Moonlight Lane -- and the reason why I pick that
8 address is that's the address in your pleadings, in
9 the lawsuit that was served on my client -- or the
10 Bryan property, okay? So we're talking about your
11 property, all right? I think that you bought the
12 property in 1987 approximately?

13 A. Right.

14 Q. Why?

15 A. Because we wanted it for recreation
16 purposes.

17 Q. Okay. And, again, who is "we"?

18 A. My husband and I and our family.

19 Q. Okay. Do you have any children?

20 A. Yes.

21 Q. How many?

22 A. Five.

23 Q. Okay. The gentleman sitting to the right
24 of your lawyer, is that one of your children?

25 A. That is.

1 A. No.

2 Q. Okay.

3 A. Well, yes, we did.

4 Q. Okay. When was that?

5 A. I'm not sure when it was.

6 Q. Was it a long time ago? Just recently?

7 Can you give me any idea?

8 A. It was when my son's house burned. We
9 went up there to live so they could live in our
10 house because their kids were going to school.

11 Q. Okay. Which son was that?

12 A. This one --

13 Q. Okay.

14 A. -- Randy.

15 Q. All right. And do you know approximately
16 how long ago that was?

17 A. No.

18 Q. Well, ten years ago? 20 years ago?

19 A. I've never been good with dates.

20 Q. Okay. You assert in your lawsuit that
21 there was a road or some kind of access running
22 along my client's property to the lake?

23 A. Right.

24 Q. Describe that to me as you first saw it in
25 1987.

1 A. Wiley walked us down the road, and he --

2 Q. Let me stop you right there. And is Wiley
3 Wiley Easton?

4 A. Right.

5 Q. Okay.

6 A. Wiley was a contractor too. He walked us
7 down the road and he said this road belongs to the
8 highway department, but we've been able to use it
9 as our own because it's not used anymore, and as
10 long as you don't build anything permanent on it,
11 you can use it.

12 Q. Okay. Did he tell you anything else about
13 it?

14 A. No.

15 Q. Tell me what the road, as you described
16 it, looked like.

17 A. It was just -- just grass, just -- I mean,
18 it looked like the rest of the yard.

19 Q. It was just grass?

20 A. Looked just like the rest of the yard.

21 Q. Okay. Well, I don't know what the rest of
22 the yard looks like.

23 A. Spotty grass.

24 Q. Okay. Was there any gravel on this road?

25 A. No.

1 A. We put picnic tables out there. We parked
2 a boat out there. We parked cars out there. We
3 used it for whatever we needed to use it for. When
4 we had cookouts there, we had a barbecue grill
5 there. When we had a lot of people there for a
6 cookout, we parked extra cars over there.

7 Q. Do you have any pictures of your use of
8 this road?

9 A. I knew you were going to say that. I do,
10 but I couldn't come up with them this quick.

11 Q. Well, this lawsuit was filed some months
12 ago. Has anyone ever -- has your lawyer asked --
13 well, don't even answer that. How quickly could
14 you come up with these pictures?

15 A. I don't know.

16 Q. Where would these pictures be located?

17 A. That I don't know either. We turned our
18 house upside down because we just put in wood
19 flooring and we packed a lot of stuff away. That's
20 the reason I'm not sure where they're at.

21 Q. When did you put in the wood flooring?

22 A. Just recently.

23 Q. Okay. After this lawsuit was filed?

24 A. I'm not sure.

25 Q. The lawsuit was filed February 19, 2021.

1 be.

2 A. The one next to our property.

3 Q. Okay. How far -- okay. How much of that
4 road did you use? All of it?

5 A. All of it.

6 Q. Okay.

7 A. It's a 50-foot road.

8 Q. 50 feet wide?

9 A. Right.

10 Q. Your understanding is that road is 50 feet
11 wide?

12 A. Right.

13 Q. And you used all 50 feet?

14 A. Right.

15 Q. And you used all 50 feet until somebody
16 planted some trees?

17 A. Right.

18 Q. And somebody planted some trees somewhere
19 within that 50 feet?

20 A. Right.

21 Q. Where within that 50 feet?

22 A. 50 feet on our side, from that side to
23 this side.

24 Q. Right. I'm trying to figure out where the
25 trees were planted within that 50 feet. Was it in

1 I'm concerned.

2 Q. Okay. As far as you're concerned they're
3 planted on the roadway. Is that right?

4 A. Right.

5 Q. But they're not planted on your property.
6 Is that correct?

7 A. Right.

8 Q. Okay. Let me invite your attention,
9 Ms. Bryan, to Defendant's Exhibit Number 7. On the
10 left-hand side you'll see a little -- looks like a
11 cinder block wall or structure. Do you see where
12 I'm pointing, where that is?

13 A. Yes.

14 Q. Okay. Can you tell me what that is, if
15 you can tell?

16 A. Well, it was our barbecue pit.

17 Q. Okay. Did y'all build that barbecue pit?

18 A. We did.

19 Q. All right. And where did you build it?
20 Was it on your property or in the roadway?

21 A. It was on the roadway.

22 Q. That's on the roadway?

23 A. Uh-huh.

24 Q. Okay. Is that a yes?

25 A. It is.

ROA000190

1 CERTIFICATE OF REPORTER

2
3 I, Gina M. Johnson, Registered Professional
4 Reporter and Notary Public for the State of South
Carolina at Large, do hereby certify:

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

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

14 Witness my hand, I have hereunto affixed my
15 official seal this 21st day of September, 2022, at
Columbia, Richland County, South Carolina.

16
17
18 

19
20 Gina M. Johnson
21 RPR, CSR, Notary Public,
22 State of South Carolina
23 at Large.
24 My Commission expires
25 October 1, 2023.

ROA000191

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SALUDA) Civil Action No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

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

Defendants.

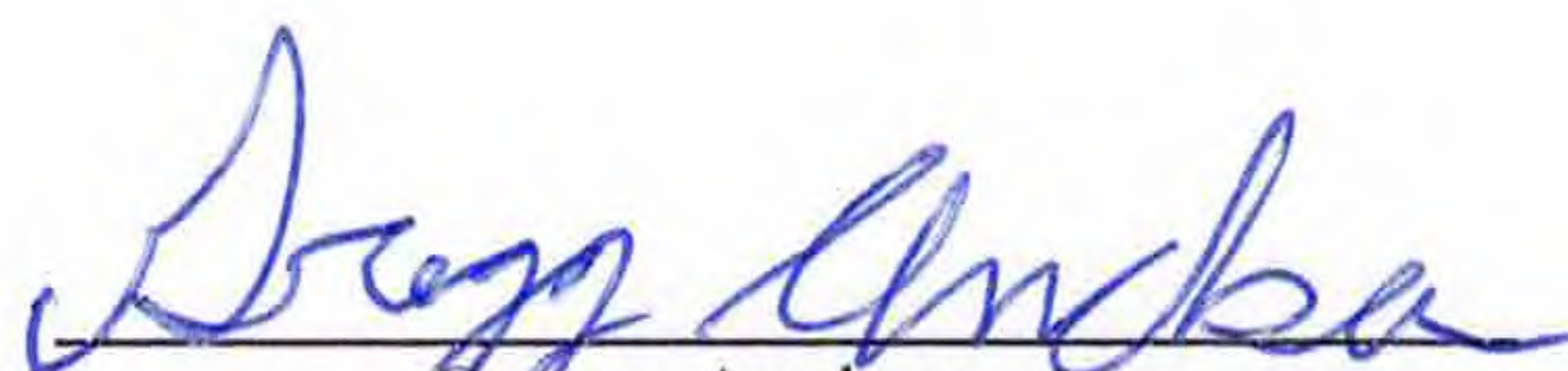
AFFIDAVIT OF GREGG ANDERSON

PERSONALLY APPEARED BEFORE ME, Gregg Anderson, who, being first duly sworn, deposes and says:

1. I am over the age of 18 years and I am competent to give testimony in this matter.
2. I have personal knowledge of the information contained in this Affidavit and attest that the information I have provided in this affidavit is accurate.
3. I am a citizen and resident of Saluda County and have known the Plaintiff in the above captioned case for at least 25 years.
4. It was my understanding that there was an open road that extended to the lake, providing lake access and a recreation area for people of Lake Murray Shore to enjoy. I believe it was an extension of Moonlight Lane.
5. For many years, I would drive my golf cart down the road, where we would have cook outs with numerous people, often exceeding 20 people. Some people were known, some were not.
6. There was a BBQ pit located on the property/lot after the road ended, closer to the lake.
7. Other activities of which I was a part of on the property included church services and camping.
8. There were boats located and/or left overnight on the property or lot past Moonlight Lane Extension. Some boats were parked on the left side of the boathouse when facing the lake.

9. I often parked the golf cart where trees were planted. Upon information and belief, Rhonda W. Browning planted the trees, and some 15 to 20 years ago, told me that I was no longer allowed to drive our golf cart on the road with the trees positioned between us and Ms. Bryans home.

FURTHER AFFIANT SAYETH NOT


Gregg Anderson

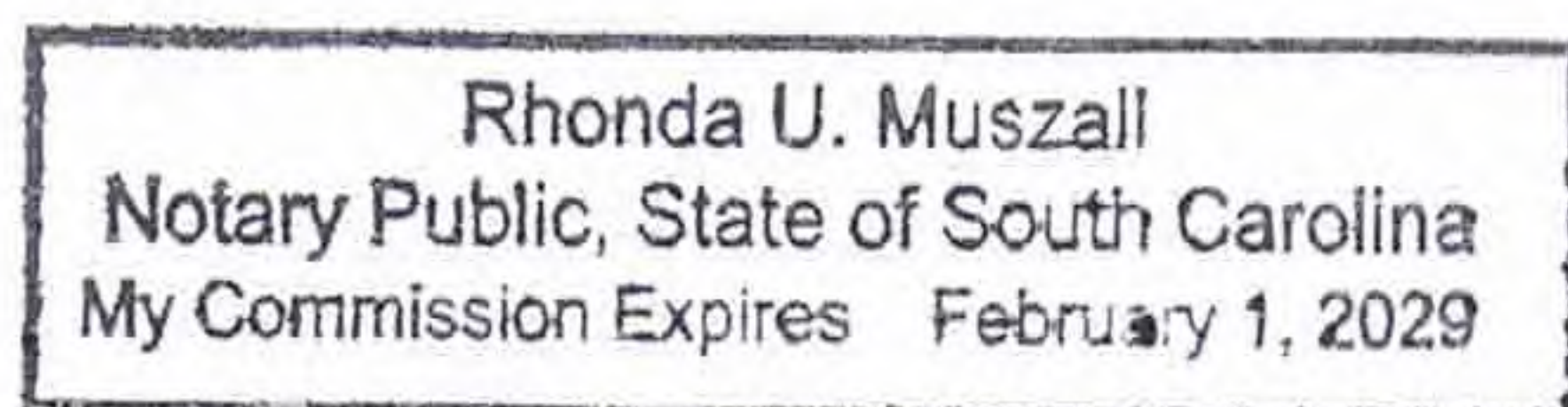
SWORN TO and subscribed before me

This 2nd day of August, 2023
Rhonda U. Muszall (L.S.)

Notary Public for South Carolina

Printed Name: Rhonda U. Muszall

My Commission Expires: 02 / 01 / 2029



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF SALUDA	)	
	)	Civil Action No.: 2021-CP-41-00032
Jan H. Bryan,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	AFFIDAVIT OF TRIPP BRYAN
Saluda County, Saluda County Council,	)	
Donald E. Hancock in his official capacity	)	
as Chairman of the Saluda County Council,	)	
Rhonda W. Browning, and First Community	)	
Bank,	)	
	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, Tripp Bryan, who, being first duly sworn,
deposes and says:

1. I am over the age of 18 years and I am competent to give testimony on this matter.
2. I have personal knowledge of the information contained in this Affidavit and attest that the information I have provided in this Affidavit is true and accurate.
3. I am a citizen and resident of Aiken County and am the biological son of the Plaintiff in the above captioned case.
4. My mother owns the property located at 145 Moonlight Drive, Saluda County, South Carolina, and has owned that property since 1987.
5. When we bought the property, the previous owner informed us that the lot was bounded on the eastern side by a roadway. Although the road was not in use, he instructed us that we could not block it with anything permanent in nature.
6. As long as we have owned the house, we have treated the Moonlight Drive extension as our own, using it for access to the property, no matter the occasion.
7. We have held picnics, cookouts and other events within the area of Moonlight Drive extension, from its entrance to the lake.
8. We have used Moonlight Drive to get smaller boats, jet skis and building materials down to the lake.

9. Our family has stored a boat on the western edge of Moonlight Drive and also constructed BBQ pit and placed picnic tables in the same area. We also parked a number of boats within Moonlight Drive Extension.
10. My mother's chain of title, from the beginning of the original subdivision, through the deed of the fringe lands from SCE&G, has always referenced that it was bounded on the east by a public road.
11. On behalf of my mother, I wrote the county in 2013 asking to buy the Moonlight Lane property (Corley Depo, Ex 5). My attorney, Brad Boni, also wrote the county on my behalf in 2014 (Corley Depo. Ex. 6).
12. In 2014, the County instructed Ms. Browning that to close Moonlight Drive, she would need to either remove the trees that were blocking our right of way or "begin an action to close Moonlight Lane" on the Right of Way that adjoined our property. (Rowe Depo. Ex. 9).
13. There is no doubt that the County maintained Moonlight Lane, as it is admitted in the Ordinance No 07-15 (Corley Depo. Ex 20) and in the "deed" the county gave to Mrs. Browning (Corley Depo. Ex. 11).

FURTHER AFFIANT SAYETH NOT


Tripp Bryan

SWORN TO and subscribed before me

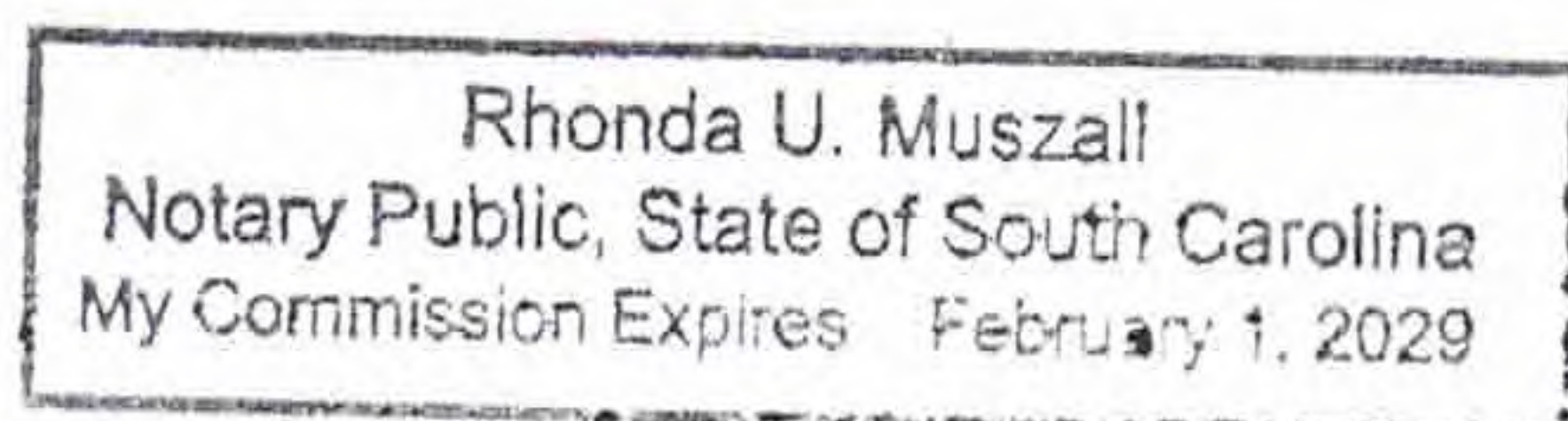
This 10th day of August, 2023

Rhonda U. Muszall (L.S.)

Notary Public for South Carolina

Printed Name: Rhonda U. Muszall

My Commission Expires: 02 / 01 / 2029



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SALUDA

Case No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

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

Defendants.

RETURN TO PLAINTIFF'S SUMMARY
JUDGMENT MOTION

Defendant, Rhonda W. Browning ("Browning"), respectfully submits the following
Return to the Plaintiff's Summary Judgment Motion.

A. Plaintiff's Motion fails to comply with Rule 7(b)(1), SCRPC

In a 218 word motion which barely takes up a single page, Plaintiff asserts she is entitled to partial summary judgment on her claim that she has a prescriptive easement over Browning's property.

Rule 7(b)(1) says that motions must "state with particularity the grounds therefore...." Plaintiff's motion, while citing Rule 56, SCRPC, and one case talking about summary judgment motion burdens, recites not a single fact or proposition of law on which Plaintiff bases her entitlement to Rule 56 relief.

In addition, the affidavit, which the Plaintiff says will "further" support her motion, does not comply with Rule 56(e).

ROA000196

The affidavit begins saying it is based on the “personal knowledge” of the affiant. (Aff. ¶ 2). It then says, however, it is the affiant’s “understanding” that an alleged “open road” extended to the lake, and that he “believes” the road was an extension of Moonlight Lane. (Aff. ¶ 4). It concludes by saying the “[u]pon information and belief, [Browning] planted...” some trees referred to earlier in the affidavit.

Having an “understanding” or “believing” or basing a statement on “information and belief” without more, does not demonstrate personal knowledge.

Finally, Plaintiff’s motion says it will be “further” supported, in addition to the affidavit, by “deposition testimony of parties and witnesses, stipulations of fact and/or other material as may be presented at or before the hearing on the motion....” without providing a clue as to what these other materials might be other than to list them by their generic labels.

Because Plaintiff’s motion fails to comply with Rules 7(b)(1) and 56(e), it should be denied.

B. Plaintiff is not entitled to partial summary judgment.

"[The] party claiming a prescriptive easement has the burden of proving all elements by clear and convincing evidence." *Bundy v. Shirley*, 412 S.C. 292, 304, 772 S.E.2d 163, 170 (2015). "To establish a prescriptive easement, one must show: (1) continued and uninterrupted use or enjoyment of the right for a period of twenty years; (2) the identity of the thing enjoyed; and (3) use or enjoyment which is either adverse[,] or under claim of right." *Id.* at 306, 772 S.E.2d at 170. "[W]hen it appears that claimant has enjoyed an easement openly, notoriously, continuously, and uninterrupted, in derogation of another's rights, for the full period of 20 years, the use will be presumed to have been adverse." *Simmons v. Berkeley Elec. Coop., Inc.*, 419 S.C. 223, 229, 797 S.E. 2d 387, 390 (2016), quoting *Williamson v. Abbott*, 107 S.C. 397, 400, 93 S.E. 15, 16 (1917).

The affidavit submitted in support of Plaintiff's motion does not set forth any facts upon which one could conclude the exclusive, continual, and uninterrupted use or enjoyment of the alleged easement area for twenty years, nor does it describe the scope of the supposed easement, or where it is. The affidavit asserts that the affiant "for many years" drove his golf cart "down the road," where "we would have cook outs with numerous people." Absent from the affidavit is whether the Plaintiff ever used the alleged road for any purpose, for golf cart driving cook outs or otherwise. The "many years" of this activity leads the reader to guess whether these years were consecutive, or intermittent and whether they accumulated to 20 years. Further, the affidavit talks about "other activities on the property" including "church services and camping." Again, there is no mention of the Plaintiff using the "property" for church services or camping and the use by others and not the Plaintiff, or even including the Plaintiff, negates Plaintiff's claim of exclusivity.

As set out in Browning's motion for summary judgment,¹ Plaintiff testified at deposition her use of the alleged 30-foot easement area began when "we moved in...." until "they put up the trees." Bryan deposition, p. 20, ll. 17 – 21. Browning testified that when she bought her property the "trees" to which Plaintiff was referring were already there. Browning deposition p. 11, l. 11 – p. 12, l. 1, ("... Camilla Doss planted [the trees ... and they] were, and are very much grown tall trees." Plaintiff bought her property by deed dated December 7, 1987. Browning bought her property by deed dated August 22, 2007. Assuming Plaintiff began continuous, hostile, etc., use of the alleged easement area the day she bought her property, and the trees were fully grown and planted the day before Browning received title to her property, Plaintiff stopped using the easement area 107 days short of the required 20-year adverse possession period.

¹ On May 18, 2023, Browning filed her 16 page, 15 exhibit motion for summary judgment on the Plaintiff's causes of action. Browning respectfully incorporates the facts and argument set out in her motion for summary judgment and its exhibits, into this Return.

Further, **Exhibit “M”** to Browning’s summary judgment motion is an aerial of the Plaintiff’s and Browning’s properties.

As seen on the aerial, Plaintiff’s property fronts on a public road. Browning’s property does not, and Browning testified her only access to her property is by way of the part of Moonlight Lane Extension quit claimed to her by Saluda County. (“I spent a lot of money and cleared that area ... to make it accessible to get to my property otherwise I had no other way to get to my land.” Browning deposition, p. 9, ll. 1-13).

In addition to her being unable to make out the elements of adverse possession, Plaintiff cannot establish the easement she seeks is essentially necessary for the enjoyment of her property. Therefore, Plaintiff cannot establish an appurtenant easement by prescription.

C. Conclusion.

Plaintiff cannot show there is no genuine issue of material fact regarding her claim of a prescriptive easement over Browning’s property and her motion should be denied.

Browning respectfully submits, based on the foregoing and her motion for summary judgment, there is no genuine issue of material fact and she is entitled to judgment as a matter of law dismissing Plaintiff’s Complaint against her.

CALLISON TIGHE & ROBINSON, LLC

/s/ Louis H. Lang

Louis H. Lang, SC Bar No. 3127
1812 Lincoln Street, Suite #200
Post Office Box 1390
Columbia, South Carolina 29202-1390
Telephone: 803-404-6900
Facsimile: 803-404-6902
Email: louislang@callisontighe.com

ATTORNEYS FOR DEFENDANT,
RHONDA W. BROWNING

August 11, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SALUDA

Case No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

AFFIDAVIT OF DEFENDANT,
RHONDA W. BROWNING

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

Defendants.

Rhonda W. Browning, first being duly sworn, deposes and says:

I am over eighteen years old, and what I say in this affidavit is based on my own personal knowledge, unless I indicate otherwise.

I am a Defendant in this lawsuit, and I have reviewed Plaintiff's motion for summary judgment and the affidavit submitted in support of that motion.

I received title to my property on August 22, 2007. When I bought my property, the trees growing along a part of the property line between my property and the Plaintiff's were already very tall. Those trees, about 12 in all, were planted by Camilla Doss, the person who sold me the property. The trees Camilla planted that are located along the property line between my property and the Plaintiff's are located beginning about 15 feet up from the rip rap (which was placed at the water's edge to prevent erosion), and run up the property line from the lake for about 45 feet. The rest of the trees running along that property line I planted in 2012.

ROA000201

When I bought my property, and for as long as I have owned it, there has been no sort of “road” running down the side of my property which abuts the Plaintiff’s property. It is impossible to drive a golf cart, or any other vehicle, down the property line on that side of my property because there is no road there. I have seen no one try to drive a golf cart down the property line between my property and the Plaintiff’s and I have told no one they could not do so. There would be no need to because such a thing cannot be done.

Attached to this affidavit is a picture of my house and the Plaintiff’s house taken from the lake looking back at both houses. You can see the Plaintiff’s boat house and the trees Camilla planted. Other than the trees growing taller, and the swing set and other playground equipment I set up for my grandchildren, this picture shows my property as it was when I bought it in 2007.

I also attach a picture of a brick wall and rip rap, which is located in front of my property. As you can see from this picture and the other picture attached to this affidavit, there is a considerable drop-off from my property to the lake which would make it very difficult to use my property for lake access such as launching a boat. The Plaintiff’s boathouse is shown in one picture attached to this affidavit, and it has been there since I bought my property in 2007. While I have never known the Plaintiff to use the boathouse, as you can see, it has a ramp so a boat can be put in the water from the boathouse.

Further the affiant sayeth not.

SIGNATURE OF NEXT PAGE

Rhonda W. Browning
Rhonda W. Browning

Subscribed and sworn to before me
this 11th day of August 2023

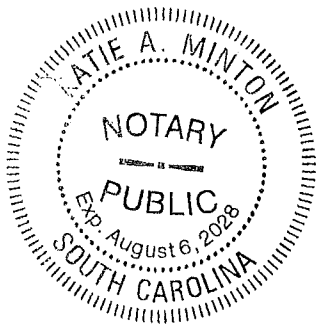
Katie A. Minton

Notary Public for South Carolina

My comm. expires:

Printed name of notary: 8/6/2028

Katie A. Minton





ELECTRONICALLY FILED - 2023 Aug 11 5:07 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032



ELECTRONICALLY FILED - 2023 Aug 11 5:07 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
	)	
Jan H. Bryan,	)	Civil Action No.: 2021-CP-41-00032
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Saluda County, Saluda County Council,	)	PLAINTIFF'S NOTICE OF MOTION
Donald E. Hancock in his official capacity as	)	AND MOTION FOR SUMMARY
Chairman of the Saluda County Council,	)	JUDGMENT
Rhonda W. Browning, and First Community	)	
Bank,	)	
	)	
Defendants.	)	

YOU WILL PLEASE TAKE NOTICE that Plaintiff, Jan H. Bryan, ("Plaintiff"), by and through undersigned counsel, will move before the Presiding Judge for Saluda County on the 10th day following service hereof or as soon thereafter as Counsel can be heard, for an Order granting Plaintiff summary judgment as it pertains to Plaintiff's cause of action for a declaratory Judgment/Injunctive Relief for failure to properly close a public Road pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

Summary judgment is appropriate when the pleadings, depositions, discovery, and affidavits show no genuine issue of material fact exists. *Bravis v. Dunbar*, 316 S.C. 263, 449 S.E.2d 495 (Ct. App. 1994). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. *Moore v. Weinberg*, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007). The nonmoving party must come forward with specific facts showing a genuine issue for trial. *Id.*

Plaintiff's motion for summary judgment is further supported by the Affidavit of Ben Easton, attached as **Exhibit A**, the pleadings filed in this case, deposition testimony of parties

ROA000206

and witnesses, stipulations of fact and/or other materials as may be presented at or before the hearing on this motion.

BRUNER POWELL WALL & MULLINS, LLC

s/ Wesley D. Peel

Wesley D. Peel, Bar No. 9283

J. Cole Hancock, Bar No. 104658

P.O. Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

wpeel@brunerpowell.com

jcolehancock@brunerpowell.com

Attorneys for Plaintiff

April 22, 2024

Columbia, South Carolina



STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SALUDA) Civil Action No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

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

Defendants.

AFFIDAVIT OF BEN EASTON

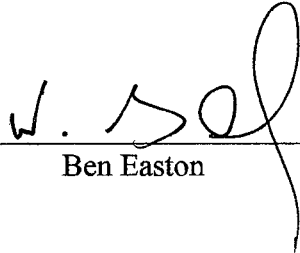
PERSONALLY APPEARED BEFORE ME, Ben Easton, who, being first duly sworn, deposes and says:

1. I am over the age of 18 years and I am competent to give testimony in this matter.
2. I have personal knowledge of the information contained in this Affidavit and attest that the information I have provided in this affidavit is accurate.
3. I am a citizen and resident of Richland County.
4. My mother and father owned 145 Moonlight Drive prior to Ms. Bryan. They owned it from the time I was a young child till I was in my thirties, selling the property in 1987.
5. It was a weekend property for us on the lake, and as far back as I can remember, there always existed a road on the left-hand side of the Property when facing the lake.
6. The road was not maintained by the County and since my father needed a place to park his boat, he used heavy equipment to clear cut the trees and clean off the road for ease of access.
7. During the time we owned the property, the road was always accessible from Moonlight Drive, extending down to the lake, and the public used the road to park and socialize, often leaving their trash behind.
8. My father cleaned up the trash that other people left on the road and eventually became very frustrated. He then was granted permission by a Saluda County Judge

ROA000208

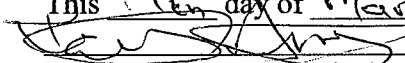
to erect a metal gate between two metal post, restricting access to the road from the public. People attempted to sue my father for putting up the gate and restricting their access.

FURTHER AFFIANT SAYETH NOT



Ben Easton

SWORN TO and subscribed before me

This 14th day of March, 2024
 (L.S.)

Notary Public for South Carolina

Printed Name: Kathleen Wilkins

My Commission Expires: 02/02/2023

ROA000209