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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
VOLUME 2 OF 4**

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**RECORD ON APPEAL
VOLUME 2 OF 4**

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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.

**DEFENDANT, RHONDA W. BROWNING'S
RETURN TO PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AND RENEWAL OF
BROWNING'S MOTION FOR SUMMARY
JUDGMENT**

Defendant, Rhonda W. Browning ("Browning"), respectfully submits the following Return to the Plaintiff's Motion for Summary Judgment and renews her Motion for Summary Judgment on Plaintiff's remaining claim.

INTRODUCTION

Plaintiff's Complaint claimed she owned part of Browning's property under two theories. Plaintiff abandoned her prescriptive easement-based theory when Browning's motion for summary judgment was heard last year. Plaintiff's remaining claim is the subject of her pending motion.

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 at some point improperly subsumed into Browning's property without the South Carolina statutory public road closing process being undertaken. Plaintiff seeks a declaration that Moonlight Lane Extended is a public road, and, if it were closed under South Carolina's road closing statutes, she would be entitled to one-half, or fifteen feet, of the fee interest in the roadbed underneath Moonlight Lane Extended's alleged thirty-foot right-of-way, depriving

ROA000210

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

Plaintiff's property has never been her permanent residence. In years past, she has used the house on the property as a vacation home. That house, a separate boat house and the Plaintiff's property generally, is in disrepair. Most importantly, Plaintiff's lot fronts on a public road so Plaintiff does not need one inch of Browning's property to access her's.

Browning's property is her permanent home. If Plaintiff succeeds in her claim, Browning will lose the only legal and physical access she has to her property and her home.

Plaintiff's claim to Browning's property is motivated purely by money – she seeks to add a valuable 15 feet of lake front property to her lot for which she will have paid nothing other than the cost of this litigation. Browning, however, stands to lose not only 15 feet of lake front property she paid for when she bought her house, but physical and legal access to her home. If she is deprived of title to the area Plaintiff claims, Browning's only access to her home, without trespassing on someone else's property, will be by boat.

Plaintiff's remaining claim is without merit. Her Motion for Summary Judgment should be denied, and Browning's renewed Motion should be granted dismissing Plaintiff's claim.

PLAINTIFF’S MOTION FAILS TO COMPLY WITH RULE 7(b)(1) SCRPC

In a 226-word motion¹ which, but for including the caption, would take up less than a page, Plaintiff asserts she is entitled to summary judgment on her claim to own part of Browning’s property.

Rule 7(b)(1), SCRPC, says that motions must “state with particularity the grounds therefore....” Plaintiff’s motion, while citing Rule 56, SCRPC, and two cases 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. While there is one affidavit attached to Plaintiff’s motion, she says that the motion will be supported by “the pleadings filed in this case, deposition testimony of parties and witnesses, stipulations of fact and/or other materials as may be presented at or before the hearing on this motion.” The identity of these pleadings, depositions, stipulations “and/or” other materials are mysteries to opposing counsel.

Plaintiff’s motion fails to comply with Rule 7(b) and should be denied.

BROWNING’S RETURN TO PLAINTIFF’S SUMMARY JUDGMENT MOTION AND HER RENEWED MOTION FOR SUMMARY JUDGMENT**A. Successive summary judgment motions.**

Judge Keesley heard and denied Browning’s first motion for summary judgment on Plaintiff’s public road claim. A copy of Judge Keesley’s order is attached as **Exhibit “A.”**

Seven times in his nine-page Order, Judge Keesley cites the then summary judgment standard that a “scintilla” of evidence as to any disputed material fact is enough to defeat summary judgment.

¹ This is up from the 218-word motion for partial summary judgment filed by Plaintiff August 11, 2023.

Judge Keesley's order was entered August 16, 2023, during the last week of the reign of the "scintilla of evidence rule." On August 23, 2023, the South Carolina Supreme Court decided *The Kitchen Planners, LLC v. Samuel E. Friedman, et al.*, 892 S.E. 2d 297, 440 S.C. 456 (2023), where the court said that the Rule 56 summary judgment standard is whether there is a genuine issue of material fact, and not whether there is a mere "scintilla of evidence" to support the non-moving party's position, saying "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." *Id.* at 463, 892 at 301, quoting *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013).

Attached to Plaintiff's motion is the affidavit of Ben Easton, which is dated March 2024 and was not considered in Browning's 2023 summary judgment briefing or the argument before Judge Keesley. In his affidavit, Mr. Easton says, "[t]he road [referring to Moonlight Lane Extended] was not maintained by the County...." He goes on to say that "[m]y father ... erect[ed] a metal gate between two metal post (sic), restricting access to the road from the public...." Both these statements negate Plaintiff's argument that Moonlight Lane Extended was ever a public road.

The trial judge had the discretionary authority to hear APAC's renewed motion for summary judgment. That a different trial judge previously denied the motion did not preclude APAC from renewing its motion once new evidence came to light. *See Ballenger v. Bowen*, 313 S.C. 476, 477, 443 S.E.2d 379, 380 (1994) (citations omitted) (finding that a denial of a motion for summary judgment does not affect the merits of the case and simply indicates that the case should proceed to trial). Further, "if the first motion for summary judgment is unsuccessful the court has the power to permit a second motion for summary judgment prior to trial." *Croswell Enter., Inc. v. Arnold*, 309 S.C. 276, 279, 422 S.E.2d 157, 159 (Ct.App.1992).

Dorrell v. S.C. Dept. of Transp., 361 S.C. 312, 312, 605 S.E.2d 12, 18 (2004).

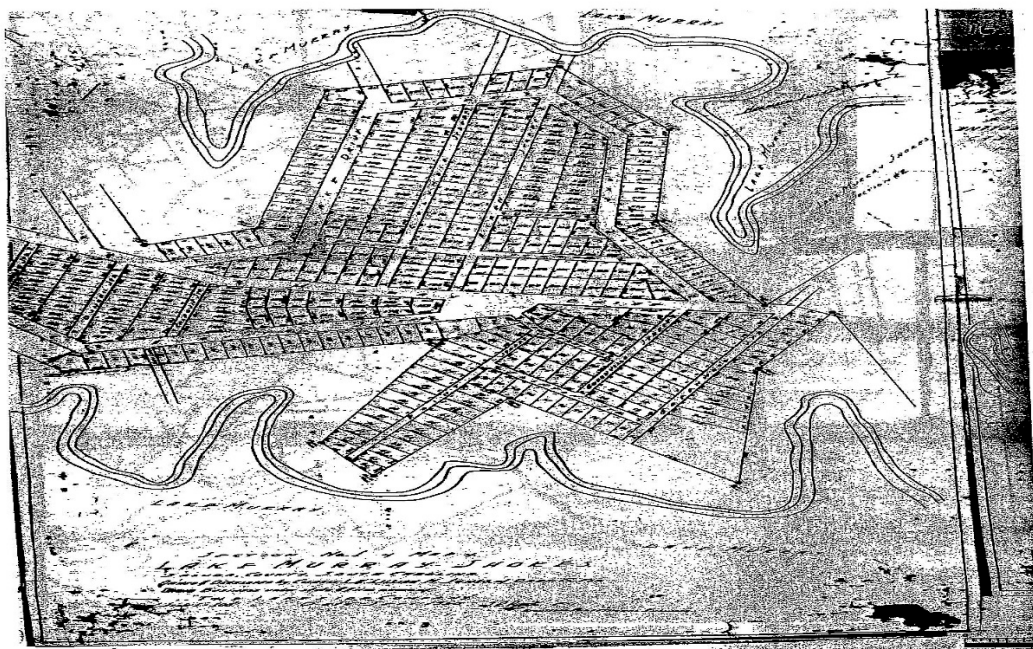
Here, there is both new evidence and a change in the law. Accordingly, Browning respectfully submits the Court should hear, and grant, her renewed summary judgment motion.

B. Facts.

1. The subdivision plat.

Attached as **Exhibit “B”** 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 “B-1,”** is the pertinent part 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 B-1**, and the below insert, Lot 1 on the 1950 Subdivision Plat, never touched the waters of Lake Murray.



2. Browning’s chain-of-title.

By deed dated April 30, 1951, recorded in the public land records of Saluda County, attached as **Exhibit “C,”** 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 clear², by deed dated May 5, 1954, recorded in the public land records of Saluda County at book 44, page 112, and attached as **Exhibit “C-1,”** the subdivision developers again conveyed Lot 1 to Maye W. Sessions.

By deed dated January 24, 1963, attached as **Exhibit “D,”** and recorded³ 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 “E”** (“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 “F,”** and recorded December 3, 1987, in the public land records of Saluda County at book 132, page 308, Ms. Sessions conveyed 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

² 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.

³ **Exhibit “D”** 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.

records of Saluda County at plat book 132, page 310, and attached as **Exhibit “G”** (“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 “H,”** 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 “I,”** 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 “J”** (“2007 Whetstone Plat”) and inserted below.



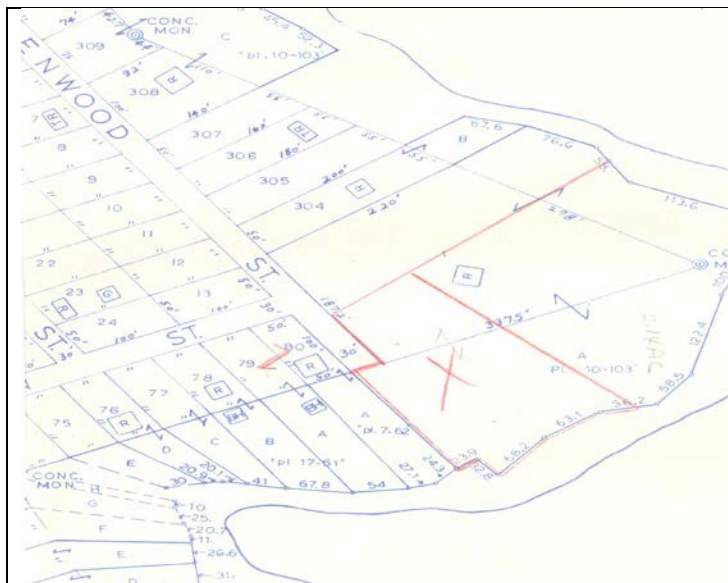
Finally, by quit claim deed dated September 21, 2015, recorded in the public land records of Saluda County at record book 1088, page 52, and attached as **Exhibit “K,”** Saluda County quit

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 “L,”** 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.”



C. Argument.

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 “L”**), 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 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 “E.”**

As shown on the 2007 Whetstone Plat (**Exhibit “J”**), 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.

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, this 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 "M"** 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), SCRCF, 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 Extension⁴ included in that 380 miles?

A. No, ma'am.

Saluda County Rule 30(b)(6) deponent, trans. page 61, lines 7 – 16, attached as **Exhibit "N."**

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?

⁴ The 51-foot strip is referred to by some witnesses as "Moonlight Lane Extension"

A. Yes.

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.

Billy Corley, former, and now deceased, Saluda County Road and Bridge Superintendent, deposition, page 32, line 21 through page 33, line 3 and page 35, line 17 through page 36, line 10, attached as **Exhibit “O.”**

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.

Further, as set forth above, the affidavit of Ben Easton attached to Plaintiff's deficient summary judgment motion negates Plaintiff's argument that Moonlight Lane Extended was ever a public road.

Mr. Easton says that his mother and father owned Plaintiff's property before she did, Plaintiff having bought her property from the Wiley Easton in 1987.

Mr. Easton says that “[t]he road was not maintained by the County...,” and goes on to say that his father “erect[ed] a metal gate between two metal post (sic), restricting access to the road from the public.” Both averments fly in the face of Plaintiff's argument that by way of the 1950 Plat there can be inferred an intent to publicly dedicate Moonlight Lane Extended and the acceptance by Saluda County of that public dedication can be inferred from the County maintaining the road.

Finally, Plaintiff's argument has a fatal flaw.

Ordinarily, when a street is laid out, the public acquires a mere right of passage over the land, with fee simple title remaining as it was before the street was laid out. In such cases, when the public right of way ceases to exist, the fee simple is no longer burdened with the public right of passage and the private owner of the fee holds an unencumbered title to the land.

Hoogenboom v. City of Beaufort, 315 S.C. 306, 318, 433 S.E.2d 875, 882 (Ct. App. 1992)

There is no evidence Saluda County ever owned the fee underneath the roadbed of the alleged County road known as Moonlight Lane Extended. In fact, the County says it does not own the roadbed underneath any of the roads it maintains:

Q: Typically – well, you don't – I think you've already told em you don't know this. Are there any deeds into the County for the dirt roads you're maintaining?

A: No, sir. Most of our dirt roads are maintenance by prescription, basically maintenance by easement. We do not own them, we just have maintenance rights.

...

A: There's a difference between easements. What we refer to as far as county road maintenance, it's an easement by prescription. It doesn't mean it's a physical easement. It's still a public road. So we have maintenance rights. We don't own them. ...

Saluda County Rule 30(b)(6) deponent, trans. page 35, lines 18 – 25, and page 36, lines 10 – 15, attached as **Exhibit "N."**

Q: ... In terms of the county roads, do you know if Saluda County every actually owned the dirt underneath the road or just maintained what they considered an easement or public right-of-way over the road?

A: No ownership.

Billy Corley, former, and now deceased, Saluda County Road and Bridge Superintendent, deposition, page 28, lines 18 – 23, attached as **Exhibit "O."**

Plaintiff alleges that under S.C. Code Ann. § 57-9-20, she is entitled to half the fee of the roadbed underneath the supposed public road known as Moonlight Lane Extended. However, Saluda County never owned the fee underneath the roadbed of the alleged Moonlight Lane

Extended, or any other Saluda County maintained road. Section 57-9-20 does not “grant the courts power to divest the [non-public entity] fee simple owner of title [to the fee underneath a road]. *Hoogenboom* at 391, 433 S.E.2d at 882. In the instance, as here, the fee underneath the roadbed a road which is not owned by a public entity, all South Carolina’s road closing statutes can do is to “terminate[] a public right of way over land...” *Id.* Accordingly, Plaintiff’s claim to the fee underneath Moonlight Lane Extended’s roadbed, even if was a public road, which is never was, fails as a matter of law.

CONCLUSION

Plaintiff’s motion for summary judgment should be denied and Browning’s motion for summary judgment should be granted and this case dismissed.

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ATTORNEYS FOR DEFENDANT,
RHONDA W. BROWNING

May 3, 2024
Columbia, South Carolina

EXHIBIT

“A”

ROA000226

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SALUDA)

Jan H. Bryan,)
)
 Plaintiff,)
)
 vs.) ORDER ON MOTIONS FOR
) 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.

ROA000227

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), SCRCP. 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

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.

ROA000231

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

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.

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]

ROA000234



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

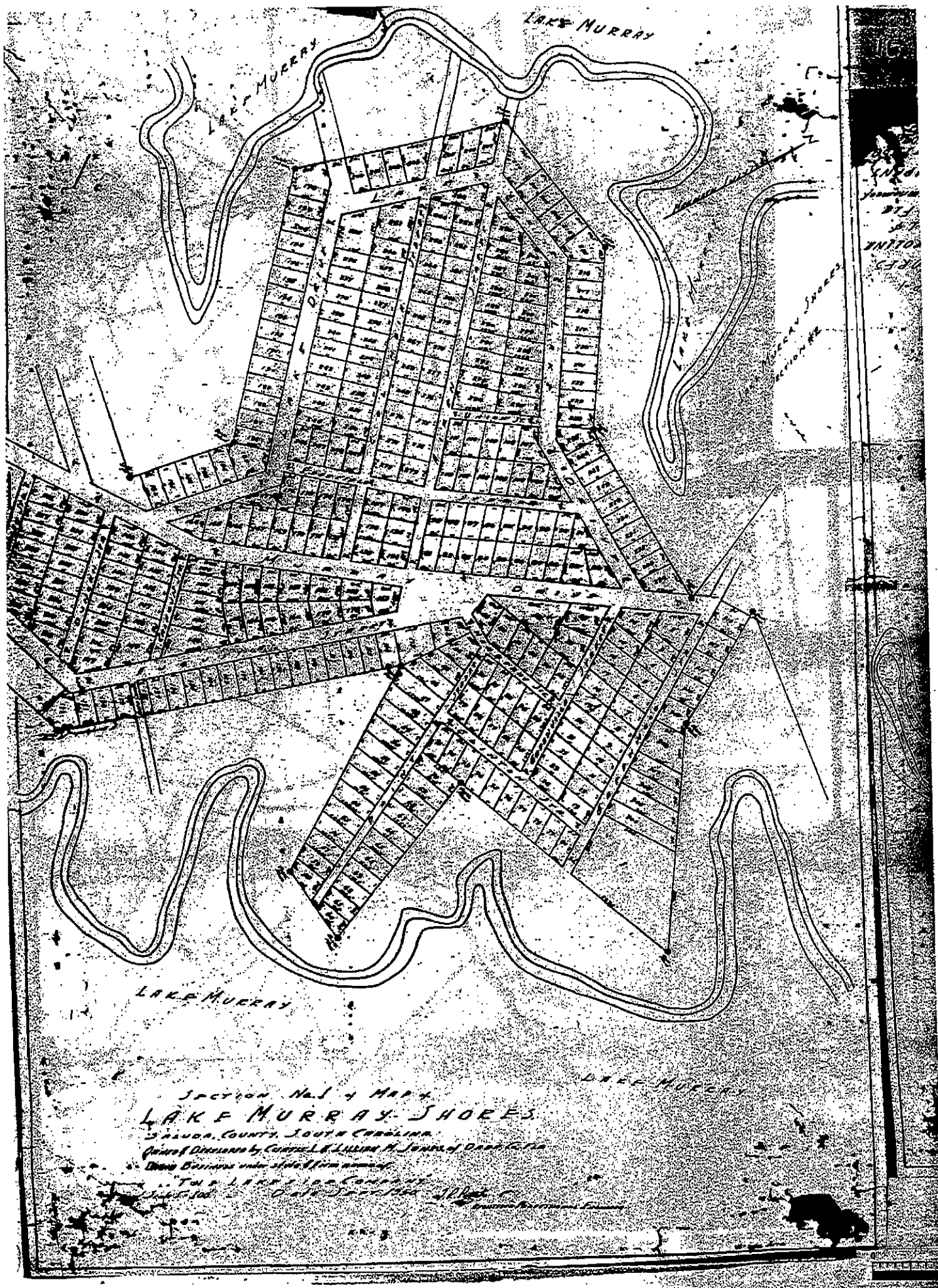
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ELECTRONICALLY FILED - 2024 May 03 3:54 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

ROA000235

EXHIBIT “B”

ROA000236



ROA000237



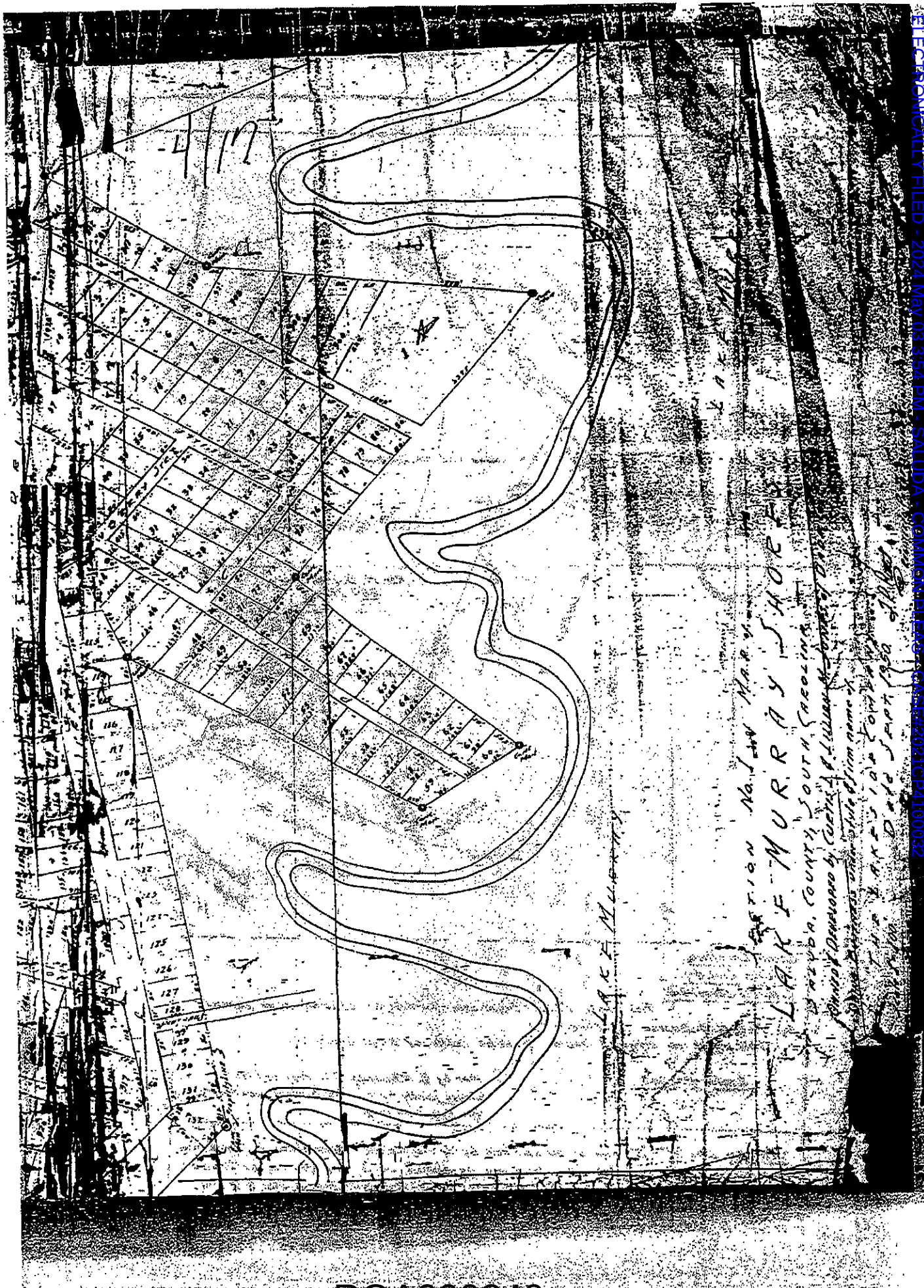
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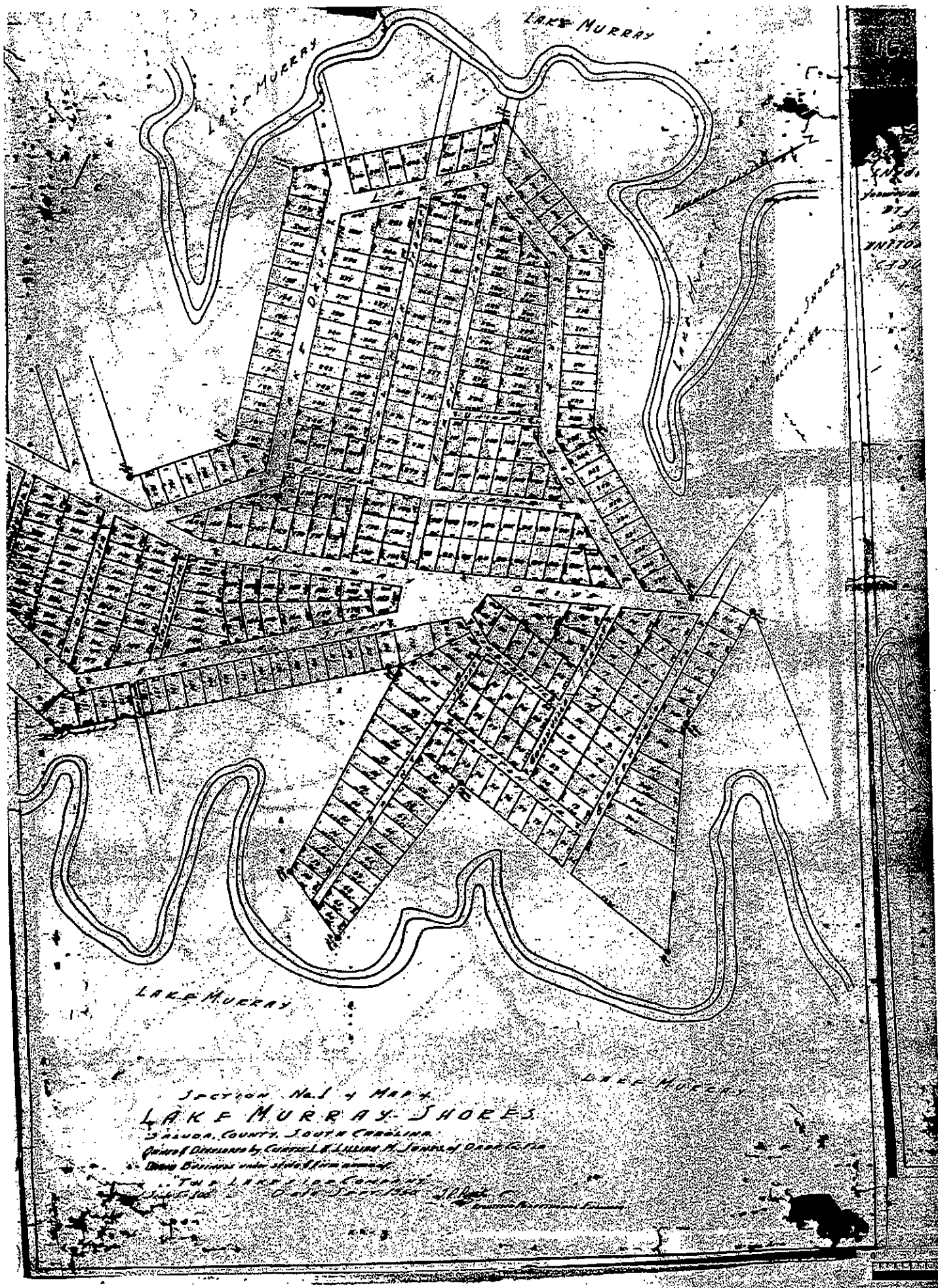
ROA000239



EXHIBIT

“B-1”

ROA000241



ROA000242

EXHIBIT

“C”

ROA000243

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 E. Andrews L.S.
Notary Public for South Carolina

M.G. Jones

STATE OF SOUTH CAROLINA
RICHLAND

I, Frank E. 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 E. 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.

ROA000244

EXHIBIT

“C-1”

ROA000245

44-112 A

ELECTRONICALLY FILED - 2024 May 08 3:54 PM - SALUDA - COMMON PLEAS - CASE#2021CP110002

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 designator 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

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

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

I, Merlin G. Jones, 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 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
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.

EXHIBIT

“D”

ROA000247

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 }

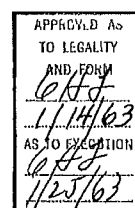
PERSONALLY appeared before me H. M. BRYANT
 who, on oath, says that he saw the within-named SOUTH CAROLINA
 ELECTRIC & GAS COMPANY by F. R. McMeekin, its Vice President
 and General Manager and E. M. Simpson, its Secretary, sign the
 within Deed, and the said Corporation, by said officers, seal
 said 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.



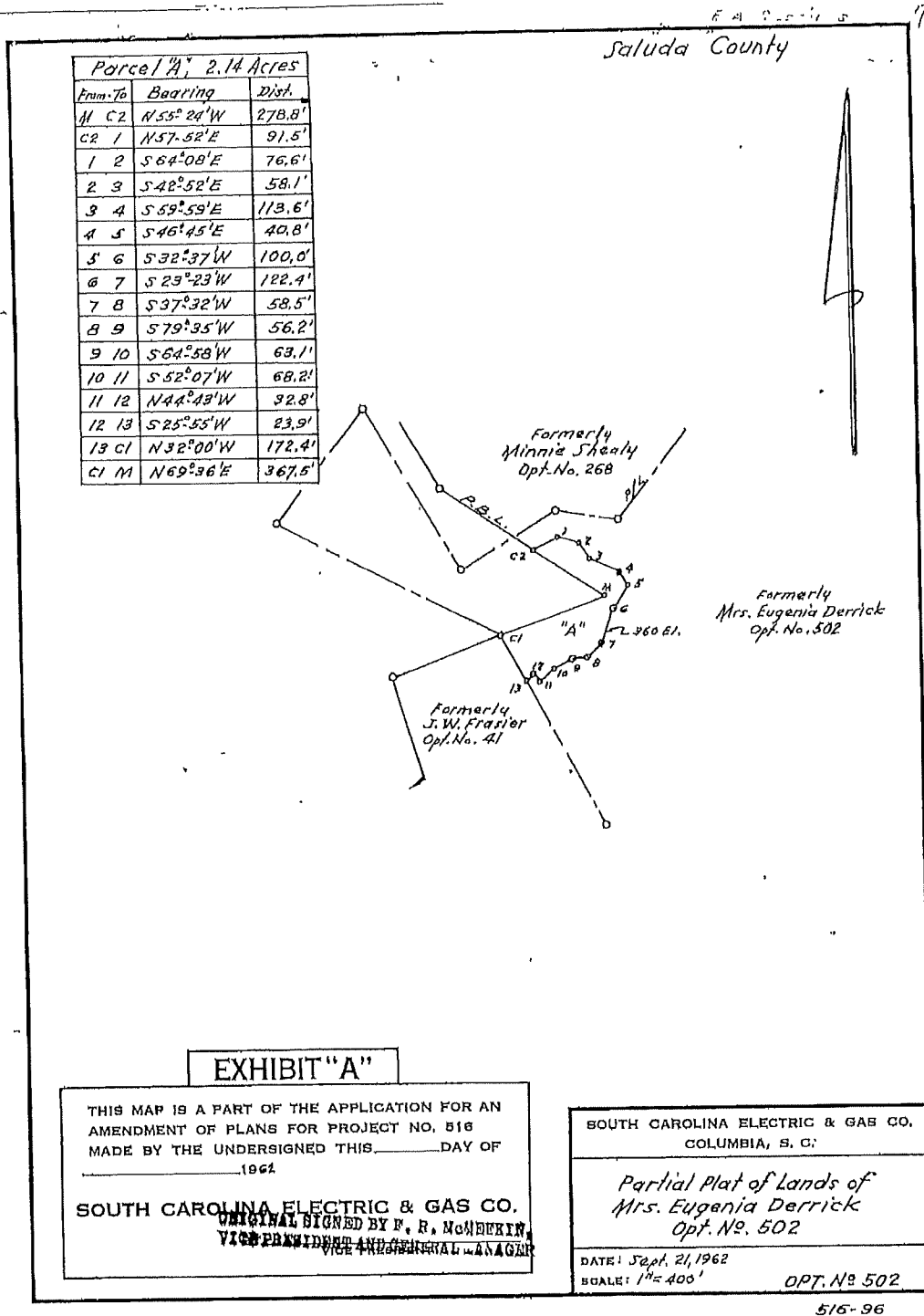


EXHIBIT "B"

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.

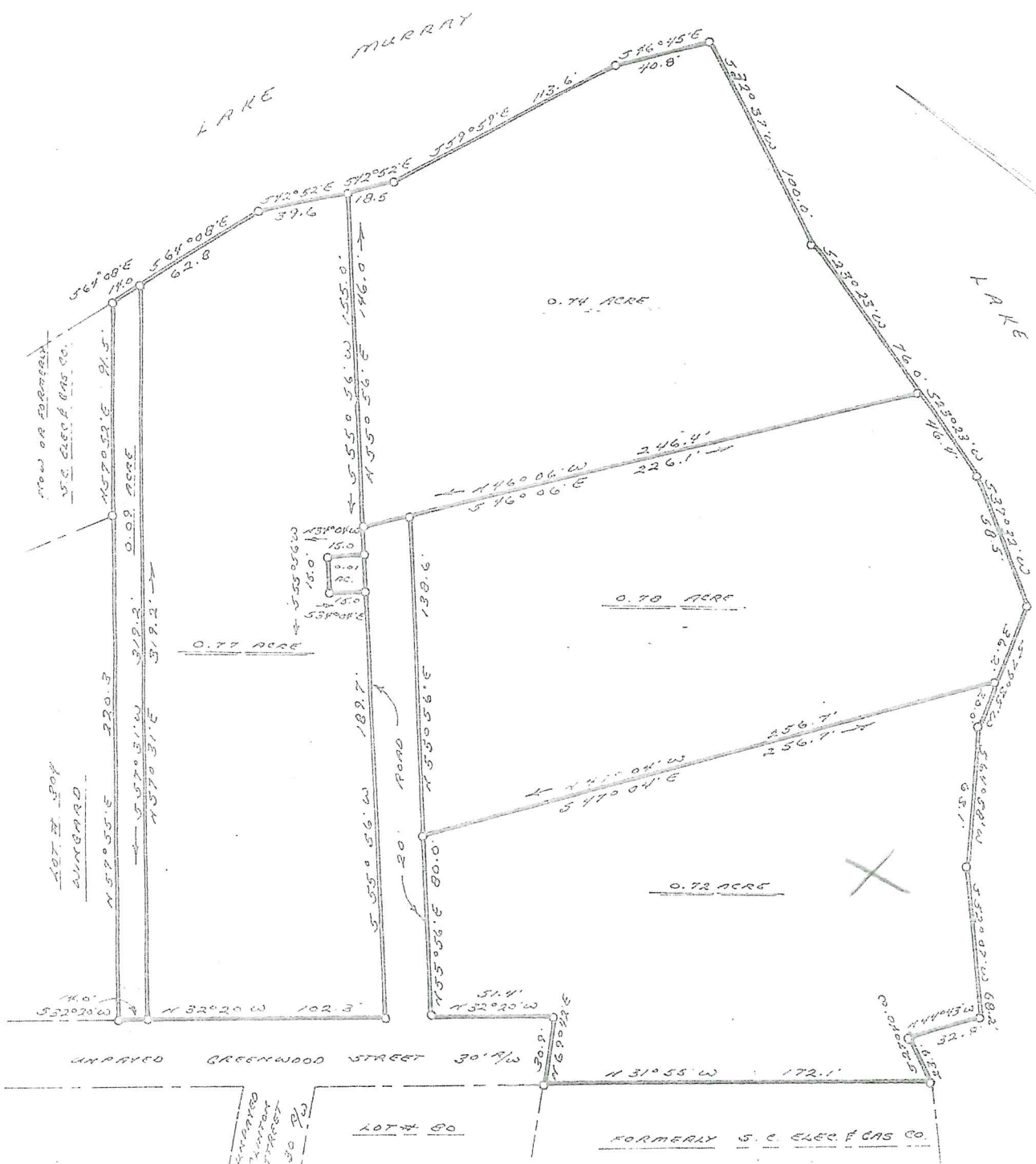
(Sgd.) Leon M. Fuquay

Leon M. Fuquay
Secretary

EXHIBIT

“E”

ROA000254



MAYE W. SESSIONS

APPROXIMATELY 3 MILES EAST OF YARRIS CIRCLE
SALUDA COUNTY

REF: SECTION 21 OF MAP OF LAKE MURRAY DATED SEPT. 1950
2 PARTIAL PLAT OF LANDS OF THIS SURVEY AFFECTED BY LOT # 502
BY S. C. ELECTRIC & GAS CO. DATED SEPT. 21 1962 & RECORDED
IN THE O. C. C. FOR SALUDA COUNTY IN PLAT BOOK 11 PAGE 87.

ARTHUR J. WOOD
LEESVILLE, S. C.

SCALE 1" = 50'
MAY 6, 1974

Arthur J. Wood
REG. LAND SURVEYOR # 4193

EXHIBIT

“F”

ROA000256

12-3-87

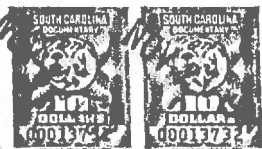
002405

BOOK 132 PAGE 308

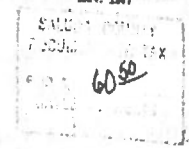
State of South Carolina }
COUNTY OF SALUDA

DEED
(Individual)

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



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

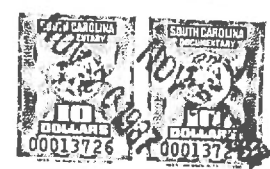


KNOW ALL MEN BY THESE PRESENTS, That MAYE W. SESSIONS,
(hereinafter called "Grantor"), for and in consideration of the sum of
FIFTY-FIVE THOUSAND AND NO/100 (\$55,000.00) _____ Dollars

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.

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, 19 87

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
 gsd

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
E. C. Polk
 R. M. C. Clerk of Court
 Saluda County, S. C.

DBH

Recorded this 3rd day of December, 1987.

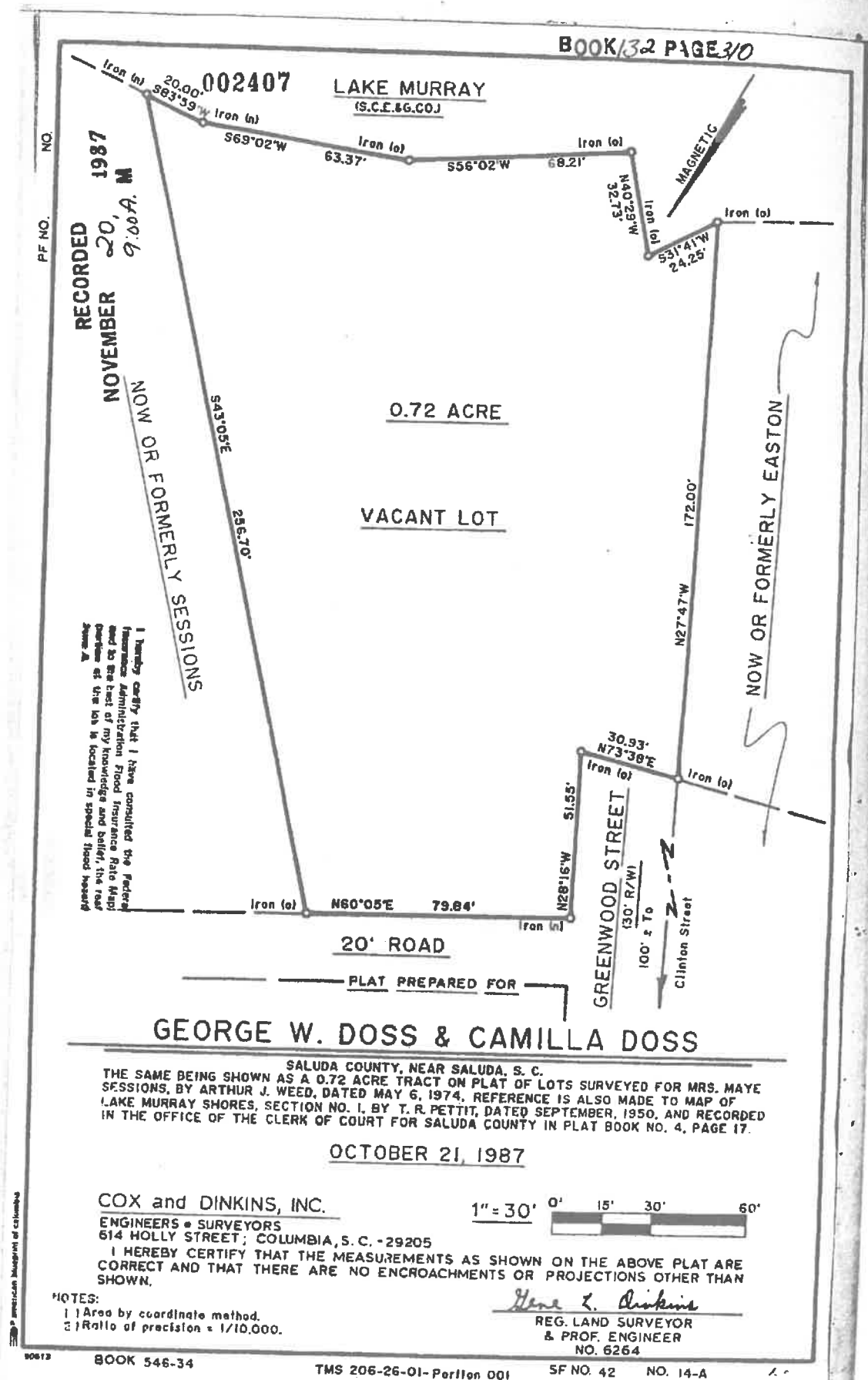
Page 314
Robert Ray
 Auditor

NOV 20 1987
 SALUDA COUNTY TREASURER
 AMOUNT 400

EXHIBIT

“G”

ROA000259



ROA000260

EXHIBIT

“H”

ROA000261

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.

ROA000262

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:

9/23/93
Nora S. Lips

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

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.

Doris B. Holmes
Doris B. Holmes
Saluda County Clerk of Court & RMO

Recorded in Auditor's Office

Book 2 ... 571-
James P. Jones Auditor
Saluda County, S. C.

EXHIBIT

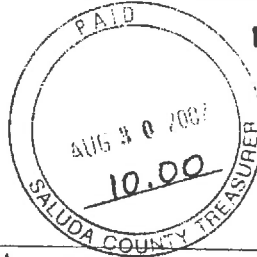
“1”

ROA000264

* 002539

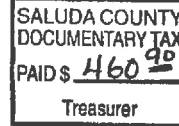
Recorded by and to be returned to:

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

Camilla Doss ^{n/k/a} *Camilla Spencer*
 Camilla Doss now known as Camilla Spencer

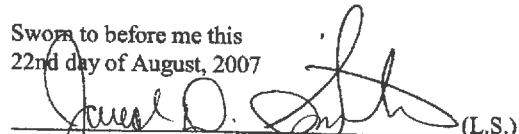
STATE OF SOUTH CAROLINA)

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.

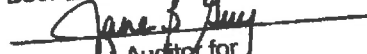
Sworn to before me this
 22nd day of August, 2007

 (L.S.)
 Notary Public for SOUTH CAROLINA
 My commission expires: 10/10/2013

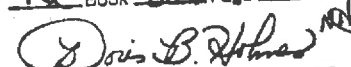

 Witness #1 Sign Here

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 8-30-2007 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

BOOK 809 PAGE 14

INTENTIONALLY LEFT BLANK

EXHIBIT

“J”

ROA000269



EXHIBIT

“K”

ROA000271

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

ROA000272

Instrument	Volume	Page
201500001910 OR	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

_____ 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.

ROA000273

ELECTRONICALLY FILED - 2024 MAY 03 3:34 PM - SALUDA - COMMON PLEAS - CASE#2021CP410052

Instrument
201500001910 OR

Volume Page
1088 54

STATE 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.

n/a

transferred

by

Saluda Countyto 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) ☒ 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 ☒ 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[Signature]

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.

ROA000274

ELECTRONICALLY FILED - 2024 MAY 03 3:54 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

EXHIBIT

“L”

ROA000275

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.

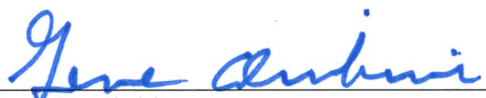
In forming my opinion, I reviewed our file regarding the 1987 plat and, in particular, I reviewed the 1950 subdivision plat, deeds dated April 30, 1951, and May 5, 1954, from the subdivision developers to Maye W. Sessions, conveying the 1950 subdivision plat lot 1 to Ms. Sessions, a deed dated January 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.

ROA000276

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

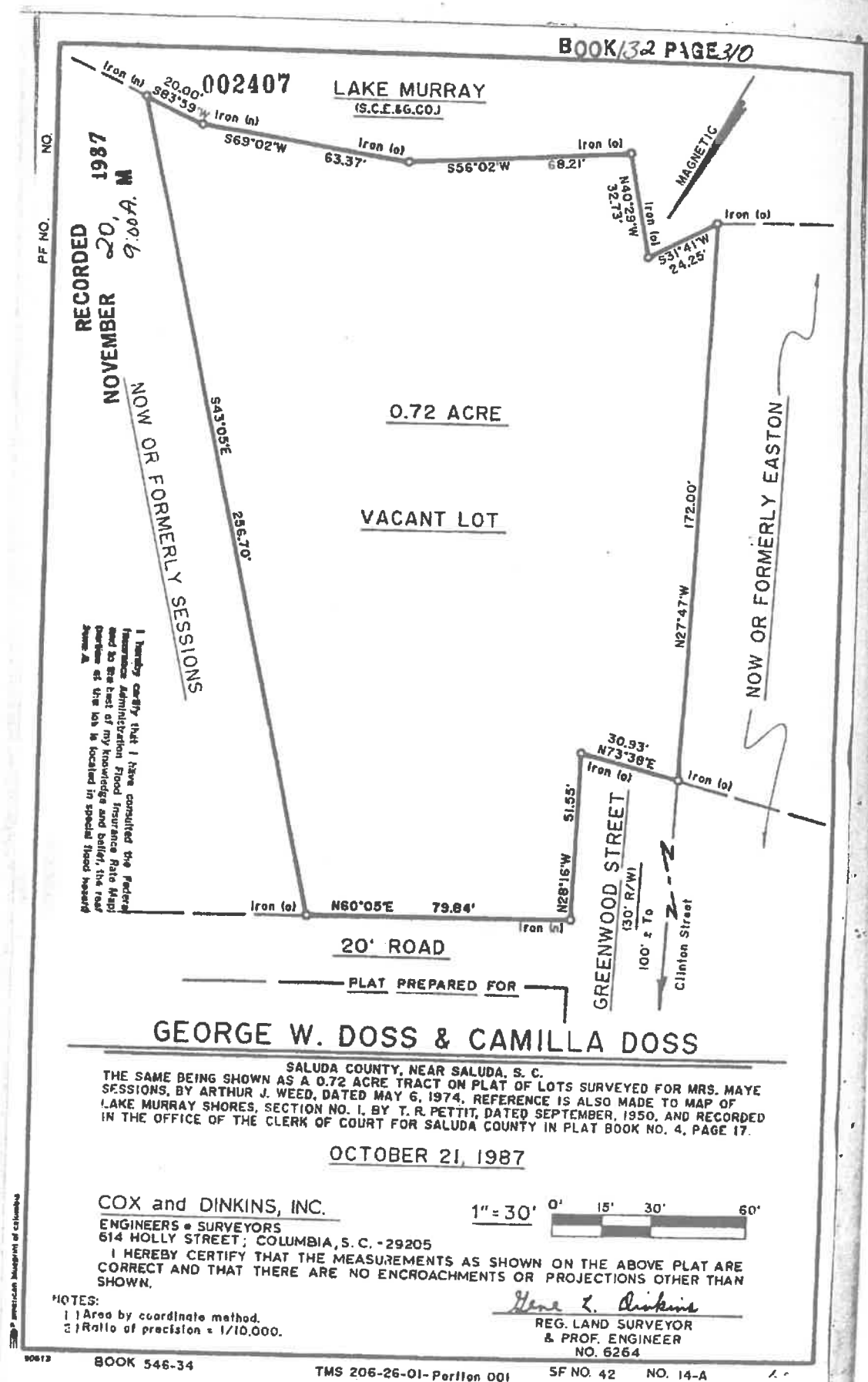


Exhibit "A"

ROA000278



LAKE MURRAY
SHORES

ROA000279

EXHIBIT

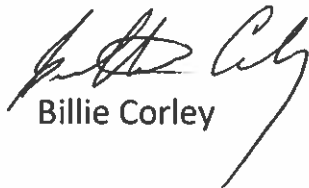
“M”

ROA000280

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

ROA000281

EXHIBIT

“N”

ROA000282

In The Matter Of:

*Bryan v.
Saluda County, et al*

*Amanda Rowe
March 16, 2022*

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

Original File 220316AR.txt

Printed At 11:46 AM on 03/16/2022

ROA000283

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
8 COUNTY COUNCIL, RHONDA W.
9 BROWNING, AND FIRST COMMUNITY
10 BANK,

Defendants.

11 D E P O S I T I O N

12 WITNESS: AMANDA ROWE

13 DATE: Wednesday, March 16, 2022

14 TIME: 9:58 a.m.

15 LOCATION: 111 Law Enforcement Drive
16 Saluda, South Carolina

17 TAKEN BY: Attorneys for the Plaintiff

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

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

ROA000284

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.com11 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.com20 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

(INDEX AT REAR OF TRANSCRIPT)

1 Q. And I should have asked you first, did you
2 ever talk to Mr. Spradley about any of this?

3 A. No, sir.

4 Q. Just went straight to Mr. Corley?

5 A. Yes, sir.

6 Q. Now, in your position, are you the
7 supervisor for Mr. Corley's position?

8 A. No, sir. I'm just the backup, the
9 assistant.

10 Q. Okay. Corley, he was the superintendent?

11 A. Yes, sir, he was the department head.

12 Q. He was the department head, so that's --
13 the superintendent of roads is the department head?

14 A. Yes, sir.

15 Q. Okay. I had in my mind those were two
16 different positions, so I appreciate it.

17 A. Yes, sir.

18 Q. Typically -- well, you don't -- I think
19 you've already told me you don't know this. Are
20 there deeds into the County for the dirt roads
21 you're maintaining?

22 A. No, sir. Most of our dirt roads are
23 maintenance by prescription, basically maintenance
24 by easement. We do not own them, we just have
25 maintenance rights.

1 Q. Okay. So you would refer to them as
2 easements?

3 A. Yes, sir.

4 Q. And so that's -- and earlier I saw
5 Mr. Corley in his letters was calling it an
6 easement, so in your department, that would mean
7 county road?

8 A. No, sir.

9 Q. No?

10 A. There's a difference between easements.
11 What we refer to as far as county road maintenance,
12 it's an easement by prescription. It doesn't mean
13 it's a physical easement. It's still a public
14 road. So we have maintenance rights. We don't own
15 them. What he's referring to is -- a legal
16 easement is just an access that nobody can close
17 unless you go through the court system and do it
18 legally.

19 Q. Okay. All right. We'll pick it up,
20 Number 11, please. This is an email from
21 Ms. Rushton to Mr. Corley. Do you know who
22 Ms. Rushton is, Kathy Rushton?

23 A. Yes, sir. She's a local lawyer.

24 Q. And it appears to me that she is
25 representing Ms. Browning. Do you recall this

1 Moonlight Drive, do you know who searched for the
2 records?

3 A. No.

4 Q. Did you do the records search that he's
5 referencing in this statement?

6 A. No, ma'am.

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

10 A. Approximately, yes, ma'am.

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

13 A. Yes, ma'am.

14 Q. And is the Moonlight Extension included in
15 that 380 miles?

16 A. No, ma'am.

17 Q. That's all I've got.

18 MR. PEEL: I have three follow-ups.

19 REEXAMINATION

20 BY MR. PEEL:

21 Q. Would you turn to tab 20. Mr. Lang asked
22 you where the Moonlight Drive Extension name came
23 from. I think, would you agree, that it's in the
24 ordinance --

25 A. Yes, sir.

EXHIBIT

“O”

ROA000289

In The Matter Of:

*Bryan v.
Saluda County, et al*

*Billie Ray Corley
July 7, 2022*

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

Original File 220707BC.txt

pdf file created by Wynn & Associates

ROA000290

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
8 COUNTY COUNCIL, RHONDA W.
9 BROWNING, AND FIRST COMMUNITY
10 BANK,

Defendants.

11 D E P O S I T I O N

12 WITNESS: BILLIE RAY CORLEY

13 DATE: Thursday, July 7, 2022

14 TIME: 10:05 a.m.

15 LOCATION: 111 Law Enforcement Drive
16 Saluda, South Carolina

17 TAKEN BY: Attorneys for the Plaintiff

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

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

ROA000291

1 APPEARANCES:

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5 BY: WESLEY D. PEEL, ESQ.

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10 wpeel@brunerpowell.com

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25 P.O. Box 1390

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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

(INDEX AT REAR OF TRANSCRIPT)

1 in part, of what the road committee did?

2 A. Yes. If we had something that was -- that
3 needed to be handled uptown, we went to the road
4 committee, which was two people actually.

5 Q. Okay.

6 A. And they would take it to the remainder of
7 council for whatever action they needed to take.

8 Q. Okay. Were these kind of minor things
9 that, you know, citizens would call up and say,
10 hey, listen, how about grading my road or I have a
11 problem with an embankment or something, just minor
12 things?

13 A. No, no, nothing like that.

14 Q. Nothing like that?

15 A. It would be legal questions --

16 Q. Okay.

17 A. -- most of the time, yeah.

18 Q. All right. In terms of the county roads,
19 do you know if Saluda County ever actually owned
20 the dirt underneath the roads or just maintained
21 what they considered an easement or public
22 right-of-way over the roads?

23 A. No ownership.

24 Q. Okay.

25 A. Easement by prescription I think was the

1 July 18, 2014. Do you remember receiving that
2 email?

3 A. I do not.

4 Q. Okay. You recall, though, at that time
5 that Chris Spradley was the County attorney?

6 A. Yes.

7 Q. All right. Let me invite your attention,
8 Mr. Corley, to -- this is your deposition Exhibit
9 Number 13. I'll retrieve that from you so -- and
10 that's the little sworn statement that you gave
11 dated September 1, 2020. Let's see if I can get it
12 for you.

13 A. I must not be on the right one.

14 Q. That's all right. I'll find it for you.
15 Yeah, this is Plaintiff's 13 which we talked about
16 before. And let me just ask you generally, I think
17 you have told us -- I know Ms. Rowe told us that
18 you told her that Saluda County never maintained
19 Moonlight Lane Extension. Is that correct?

20 A. That's correct.

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

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

25 Q. And it was not considered to be a county

ROA000294

1 road because?

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

4 Q. Okay. So, to your knowledge, based upon
5 your experience from 1999 till -- when did you
6 retire?

7 A. '20.

8 Q. -- 2020, Saluda County never maintained
9 Moonlight Lane Extension?

10 A. That is correct.

11 Q. Mr. Corley, those are all the questions I
12 think I have.

13 MR. LANG: Give me about five minutes, if
14 you don't mind. We'll take a break if that's all
15 right with you.

16 MR. PEEL: Fine with me.

17 MR. LANG: Unless you have some questions
18 you want to go right now.

19 MS. BOZEMAN: No, I have a few questions,
20 but I'll wait until you're done.

21 MR. LANG: Okay. All right.

22 MS. BOZEMAN: You may ask them.

23 (A recess transpired.)

24 BY MR. LANG:

25 Q. Mr. Corley, just a couple more questions.

1 Does the name Camilla Doss or I think -- let me
2 make sure I get that right -- Camilla Doss mean
3 anything to you?

4 A. Seems like she was a prior property owner.

5 Q. Okay. Do you know if she had any interest
6 in the property that we're discussing now? Does
7 that ring any bells?

8 A. It seems like her name was with the -- in
9 that general vicinity. I don't know if it was
10 actual that same property or not.

11 Q. How about Camilla Spencer? She used to be
12 Camilla Doss, now she's known as Camilla Spencer.
13 Does that ring any bells to you?

14 A. No.

15 Q. All right. Let me, just so we know what
16 we're talking about here, try to find the best
17 example of -- without confusing the record. Let me
18 see if I can find -- let me hand you -- and I don't
19 know whether we made this an exhibit to Ms. Rowe's
20 deposition, but this is a copy of a survey. It's
21 Saluda County FOIA 0931. This is a 1987 Cox and
22 Dinkins survey for George Doss and Camilla Doss,
23 and the only reason I'm showing it to you is I just
24 wanted to make sure we're talking about the same
25 thing when we talk about Moonlight Road Extension,

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1 and this I think was going to be or may have become
2 Plaintiff's Exhibit Number 25 to Ms. Rowe's
3 deposition, but why don't I just mark it separately
4 for this one so we know what we're talking about,
5 and I'll ask you to do that in just a moment.

6 But in any event -- and I'm pointing to a
7 little notch. It's about 51 feet by 30 feet
8 according to this survey. Is that the little area
9 we're talking about for Moonlight Lane Extension?
10 Can't tell?

11 A. I cannot.

12 Q. Okay.

13 A. I don't remember Greenwood Street at all.

14 Q. Okay. Well, why don't we try this.

15 A. A lot of those names are changed over
16 time.

17 Q. Sure. Let me hand you what's been marked
18 Plaintiff's Exhibit Number 2 for this deposition,
19 and I think you talked about -- and this is that
20 1966 DOT map, and we talked about two Moonlight
21 Lanes and then an area that is approximately a
22 hundred feet by 30 feet wide at the end of one of
23 the Moonlight Lanes. Is that the area we're
24 talking about?

25 A. Yes.

1 Q. Moonlight Lane Extension?

2 A. Yes.

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

6 A. Oh, yeah.

7 Q. Okay. What did it look like?

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

11 Q. Okay.

12 A. What my daddy would have said, something
13 to hold the world together.

14 Q. I'm sorry, say that again.

15 A. Something to hold the world together.

16 Q. Okay. I'll think about that in a moment.
17 But, I mean, were there trees growing on there and
18 just brush? I mean, did it just look like not a
19 road but somebody's property?

20 A. I don't recall trees being there 20 years
21 ago, no.

22 Q. Okay.

23 A. I do not.

24 Q. But you don't recall seeing an actual road
25 being there --

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.	)	DEFENDANTS, SALUDA COUNTY AND
	)	SALUDA COUNTY COUNCIL'S,
SALUDA COUNTY, SALUDA COUNTY	)	RESPONSE TO PLAINTIFF'S MOTION
COUNCIL, RHONDA W. BROWNING,	)	FOR SUMMARY JUDGMENT AND
AND FIRST COMMUNITY BANK,	)	RENEWED COUNTER MOTION FOR
	)	SUMMARY JUDGMENT
Defendant.	)	
	)	
	)	
	)	
	)	

Comes now defendants, Saluda County and Saluda County Council (together, the "County"), by and through undersigned counsel of record, and in response to the Motion for Summary Judgment filed by plaintiff, Jan H. Bryan ("Plaintiff") on April 23, 2024, and in further support of the County's Motion for Summary Judgment, renewed in response to Plaintiff's Motion for Summary Judgment, state as follows:

I. Plaintiff's motion for summary judgment lacks grounds and is without merit, so it must be denied.

In response to Plaintiff's conclusory motion for summary judgment, the County relies on the law and argument set forth in Defendant, Rhonda W. Browning's, Return to Plaintiff's Motion for Summary Judgment and Renewal of Browning's Motion for Summary Judgment, filed May 3, 2024.

In further response, the County reiterates the position of co-defendant, Rhonda W. Browning ("Browning"), that Plaintiff's Motion for Summary Judgment fails to meet the basic requirement of Rule 7(b), SCRPC that the grounds of all motions be stated in writing with

ROA000299

particularity. The only law cited in Plaintiff's motion is that setting out the burden of proof required to prevail on a motion for summary judgment. Plaintiff then points to the contemporaneously filed Affidavit of Ben Easton in support of the motion without pointing to a single provision of law forming a basis for her substantive declaratory judgment request or making an argument as to why the facts set out in the Affidavit of Ben Easton entitle her to summary judgment. Due to Plaintiff's failure to comply with Rule 7(b), SCRCP, this Court must deny her motion.

Moreover, by failing to make a single substantive argument in support of her motion, Plaintiff failed to meet her initial burden of showing that no genuine issue of fact exists for trial, entitling her to the declaratory judgment sought in her Complaint. Based on the law cited in Plaintiff's own motion, the County need not respond. *See Moore v. Weinberg*, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007) (once the moving party has met the initial burden of showing an absence of evidentiary support for the opposition, the non-moving party must come forward with specific facts showing a genuine issue for trial). The County submits this response despite Plaintiff's failure to meet her burden and her inability to do so.

For the reasons set forth in its below renewed motion for summary judgment, Plaintiff is correct, the evidence before this Court, including the facts set out in the Affidavit of Ben Easton, do not create a genuine issue of material fact for trial. Plaintiff is incorrect, though, that this absence of material fact entitles her to summary judgment. The opposite is true, even when considering these facts in the light most favorable to Plaintiff, only one reasonable inference can be drawn from them – Plaintiff has not and cannot meet her burden of proving the strip of land at issue is a public road and that, if closed, she would be entitled to half in fee simple. This Court must deny Plaintiff's Motion for Summary Judgment and grant summary judgment in favor of the County instead.

II. The County renews its Motion for Summary Judgment, and based on the additional evidence and streamlined arguments before the Court, asserts it is entitled to judgment as a matter of law in its favor.

Pursuant to Rules 12(b)(6) and 56(b) and (c), SCRCP, there are no genuine issues of material fact to be resolved at trial, and the County is entitled to judgment as a matter of law in its favor. In support of this renewed motion for summary judgment, the County relies on its Motion for Summary Judgment filed August 4, 2023; Defendant, Rhonda W. Browning's, Return to Plaintiff's Motion for Summary Judgment and Renewal of Browning's Motion for Summary Judgment, filed May 3, 2024; the evidence relied on and filed in support of those motions; the Affidavit of Billie Corley and related deposition testimony; the Affidavit of Ben Easton; the pertinent deposition testimony of Plaintiff and Browning; and the below law and argument.

Introduction

In its Order on Motions for Summary Judgment, entered August 16, 2023, the Court dismissed Plaintiff's request for a declaration regarding her claim to a prescriptive easement, recognizing she abandoned that claim during oral argument, but denied the motions for summary judgment filed by Browning and the County relating to Plaintiff's requested road closure declaration using the "scintilla of evidence" standard. (*See* MSJ Order). Since that time, our Supreme Court has clarified that the "scintilla of evidence" standard is not the correct standard to apply when considering whether summary judgment based on insufficiency of evidence is appropriate. *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463-64, 892 S.E.2d 297, 301 (2023). Instead, the "genuine issue of material fact" standard set forth in the plain language of Rule 56(c), SCRCP, applies. *Id.*; *see also* Rule 56(c), SCRCP (stating that summary judgment "shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law"). Plaintiff can no longer

overcome a motion for summary judgment by pointing to superfluous facts, as previously possible under the scintilla standard. *Kitchen Planners, LLC*, 440 S.C. at 463-64, 892 S.E.2d at 301; citing *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013) (stating as to the summary judgment standard “it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not germane”).

When applying this tightened standard to the road closure issue remaining before this Court, there is not a genuine issue of material fact on which Plaintiff can prevail. All factual questions previously pointed to by the Court using the scintilla standard are immaterial to the ultimate question to be decided at trial – whether Plaintiff is entitled to a declaration that Moonlight Lane Extension, the strip of land between Plaintiff and Browning’s property extending from Moonlight Lane to the lake, is a public County road and, if so, whether Plaintiff is entitled to one-half of that strip in fee simple. (*See, e.g.*, MSJ Order, p. 4, finding the 1950 plat showing the road had an open end when it reached the fringe land to be at least a scintilla of evidence that the road, as dedicated, was intended to extend to the lake; p. 5, finding a statement in an email chain read in isolation and whereas clauses in the deed and associated ordinance regarding the historic maintenance of Moonlight Lane Extension, which would be inadmissible as evidence at trial, to be at least a scintilla of evidence of implied road acceptance by the County). For this reason, the County is entitled to summary judgment in its favor.

Further, to the extent the narrowed issues before this Court allow the County to present legal arguments that do not require the consideration of evidence outside the pleadings, those arguments are appropriate for consideration under Rule 12(b)(6), SCRCp. “In deciding a Rule 12(b)(6) motion, the court looks only at the complaint and, taking the facts alleged as true and construing all reasonable inferences and doubts in plaintiff’s favor, asks whether the complaint would entitle the plaintiff to relief under any theory.” *Farmer v. CAGC Ins. Co.*, 424 S.C. 579,

588, 819 S.E.2d 142, 147 (Ct. App. 2018) (citing *Doe v. Marion*, 373 S.C. 390, 395, 645 S.E.2d 245, 247-48 (2007)). For the reason set forth herein, the remaining relief sought by Plaintiff is not available under the Declaratory Judgment Act, and Plaintiff currently seeks nothing more than an advisory opinion of this Court. Any judgment rendered by the Court based on the claims currently before it will be ineffectual in resolving the controversy brought by Plaintiff. For these reasons, too, the County is entitled to a judgment as a matter of law in its favor.

A. The relief sought by Plaintiff is not available under the Declaratory Judgment Act.

Plaintiffs filed suit under the South Carolina Uniform Declaratory Judgments Act, Section 15-53-10, *et seq.*, of the Code of Laws of South Carolina 1976, as amended (the “Declaratory Judgment Act”), seeking a declaration that the strip of land referred to herein as “Moonlight Drive Extension,” is a public road that has not been closed, so she is entitled to one half of that strip in fee simple. (Complaint, ¶¶ 34-38). By seeking this declaration, Plaintiffs asks this Court to interpret Section 57-9-10, *et seq.*, of the of the South Carolina Code of Laws 1976, as amended (the “Road Closure Statute”) despite the fact she could have, but did not, seek judicial closure of the alleged road under this statute herself, the alleged public road cannot be judicially closed in the absence of a proceeding that complies with the provisions of the Road Closure Statute, and there is no private right of action available under the Road Closure Statute pursuant to which one party can compel another to close a public road. *See* S.C. Code Ann, §§ 57-9-10, *et seq.*; *see also* *Whitworth v. Fast Fare Markets of South Carolina, Inc.*, 289 S.C. 418, 420, 338 S.E.2d 155, 156 (1985) (“the general rule [] that a statute which does not purport to establish a civil liability, but merely makes [a] provision to secure the safety or welfare of the public as an entity is not subject to a construction establishing a civil liability”); *Doe v. Marion*, 373 S.C. 390, 397, 645 S.E.2d 245,

248 (2007) (A private right of action will “be implied only if the legislation was enacted for the special benefit of a private party”).

It is well-established that “[declaratory relief will . . . ordinarily be refused where a special statutory remedy has been provided, or where another remedy will be more effective or appropriate under the circumstances.” *Bank of Augusta v. Satcher Motor Co.*, 249 S.C. 53, 5859, 152 S.E.2d 676, 679 (1969). Here, Plaintiff complains that the County, and presumably Browning, should have but did not file a petition under the Road Closure Statute seeking to judicially close Moonlight Drive Extension. Plaintiff, as an interested property owner, also has standing under the Road Closure Statute to file a petition to close the alleged public road. *See* S.C. Code Ann. § 57-9-10 (stating, “Any 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”). Doing so first requires the petitioner to file a notice of intent in a newspaper of general circulation in the jurisdiction once a week for three consecutive weeks, the posting of a sign providing notice of the closure on the road to be closed, and the provision of written notice to abutting property owners. *Id.* Once statutory notice has been provided and the petition has been filed, the court determines whether the requested road closure is in the best interest of all concerned and, if so, in whom title can vest. S.C. Code Ann. § 57-9-20. While the Road Closure Statute is cumulative to other provisions of the law, there is no other legal process in this State by which a private citizen may ask a court to close a public road. S.C. Code Ann. § 57-9-40. The Road Closure Statute is the special remedy afforded to Plaintiff by the General Assembly should she truly desire to close a road she believes to be public.

Plaintiff cannot circumvent the relief available to her, as an interested property owner, under the Road Closure Statute by pursuing a declaratory judgment action instead. Plaintiff desires for this Court to close a road she believes to be public without providing the statutory notice

required by the Road Closure Statute, which is the precise wrongful act alleged against the County in her Complaint. Because the remaining relief sought by Plaintiff is not available to her under the Declaratory Judgment Act, this Court must dismiss her Complaint.

In the alternative, Plaintiff asks this Court to second-guess a legislative decision made by Saluda County through its council. The County properly transferred any interest it has in Moonlight Lane Extension through a quit claim deed authorized by the Saluda County Council via ordinance. “[I]t is not the function of the courts to pass upon the wisdom or expediency of municipal ordinances or regulations.” *DeTreville v. Groover*, 219 S.C. 313, 329, 65 S.E.2d 232, 240 (1951). For this reason, too, this Court must dismiss the remaining claim being pursued by Plaintiff in action.

Finally, at a minimum, the Saluda County Council should be dismissed as a party separate from Saluda County itself, as it has no liability as a body itself.

B. The issues remaining before the Court are not justiciable.

Now that her prescriptive easement claim has been dismissed as a matter of law, Plaintiff seeks nothing more than an advisory opinion from this Court relating to road closure procedure. Accordingly, the County is entitled to judgment as a matter of law in its favor.

When identifying its purpose, the Declaratory Judgment Act provides that courts “shall have power to declare rights, status and other legal relations whether or not further relief is or could be claimed.” S.C. Code Ann. § 15-53-20 (2005); *see* Rule 57, SCRPC (“The procedure for obtaining a declaratory judgment pursuant to Code §§ 15-53-10 through 15-53-140, shall be in accordance with these rules, and . . . [t]he existence of another adequate remedy does not preclude a judgment for declaratory relief in cases where it is appropriate.”). The Declaratory Judgment Act is to be liberally construed and administered to achieve its intended purpose “to settle and to afford relief from uncertainty and insecurity with respect to rights, status and other legal relations.” S.C.

Code Ann. § 15-53-130. However, the Act does not require the courts to give purely advisory opinions as to the issues sought to be raised. *City of Columbia v. Sanders*, 231 S.C. 61, 97 S.E.2d 210 (1957). “[A]n issue that is contingent, hypothetical, or abstract is not ripe for judicial review.” *Colleton Cnty Taxpayers Ass’n v. Sch. Dist. of Colleton Cnty*, 371 S.C. 224, 242, 638 S.E.2d 685, 694 (2006). Likewise, a declaratory judgment should not address moot and speculative matters. *Waller v. Waller*, 220 S.C. 212, 223, 66 S.E.2d 876, 882 (1951). An actual controversy is required. *Id.* “A case becomes moot when judgment, if rendered, will have no practical legal effect upon the existing controversy” or “some event occurs making it impossible for the reviewing court to grant effectual relief.” *Sloan v. Greenville Cnty*, 380 S.C. 528, 535, 670 S.E.2d 663, 667 (Ct. App. 2009).

Now that Plaintiff has abandoned her prescriptive easement claim, the remaining relief sought will have no practical legal effect on the existing controversy, rendering the declaratory judgment sought relating to Moonlight Lane Extension an academic exercise only. A declaration by this Court that Moonlight Lane Extension is a public county road will not resolve the controversy. The parties will remain in the same position they are in currently. To resolve the controversy brought by Plaintiff, one of the parties would then have to file a petition under the Road Closure Statute to close Moonlight Lane Extension. This Court simply cannot grant effectual relief on the remaining claim before this Court, making the judgment sought moot and advisory only. Plaintiff’s remaining claim for declaratory judgment relating to the road status of Moonlight Lane Extension is not justiciable and must be dismissed.

- C. **The only reasonable inference to be drawn from the undisputed evidence is that Moonlight Lane Extension is not a public road, so the County is entitled to summary judgment in its favor.**

Finally, when considering the evidence before this Court using the standard articulated in *Kitchen Planners, LLC*, particularly the recently filed Affidavit of Ben Easton, the County is entitled to summary judgment 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 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 it.

(Affidavit of Billie Corley, Ex. L, Browning MSJ; Corley Depo. Excerpts, Browning MSJ, p. 11-12, filed Aug. 9, 2023; Affidavit of Ben Easton, ¶ 6, Ex. 1 to Plaintiff's MSJ). Further, at some point in time, Wiley Easton obtained a court order allowing him, as the owner of 145 Moonlight Lane, to fence Moonlight Lane Extended and utilize it for his personal use, indicating that if that strip of land had at one point been a public road, at that point it was judicially closed. (Affidavit of Ben Easton, ¶ 8, Ex. 1 to Plaintiff's MSJ).

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, and Plaintiff has not and cannot present evidence creating a reasonable inference to the contrary. Even when considering these facts in the light most favorable to Plaintiff, there is not a genuine issue of material fact for determination at trial. Plaintiff simply does not have a remaining cause of action that would entitle her to the relief sought in her Complaint, so the County is entitled to judgment as a matter of law in its favor.

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 to the public to use the property in question adversely to the owner. *Boyd v. Hyatt*, 294 S.C. 360, 364, 364 S.E.2d 478, 480 (Ct. App. 1988). “South Carolina law recognizes two types of implied dedication—‘one where the question of implied dedication arises from the sale of land with reference to maps or plats; the other when the dedication arises . . . from an abandonment to or acquiescence in public use.’” *Vick v. S.C. Dep’t of Transp.*, 347 S.C. 470, 477, 556 S.E.2d 693, 697 (Ct. App. 2001). “Only the owner of a fee simple interest can make a dedication.” *Hoogenboom v. City of Beaufort*, 315 S.C. 306, 316, 433 S.E.2d 875, 883 (Ct. App. 1992).

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

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, including those presented by Plaintiff in support of her own motion for summary judgment.

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 deposed 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, filed Aug. 9, 2023). This is further supported by the Affidavit of Ben Easton, in which he states that based on his childhood recollection, because this area was not maintained by the County, his father cleared the strip of land for personal use. (Affidavit of Ben Easton, ¶ 6, Ex. 1 to Plaintiff’s MSJ).

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. Alternatively, the Affidavit of Ben Easton indicates his father received an order from a Saluda County judge allowing him to erect a fence to keep the public off Moonlight Lane Extended and utilize it for his personal use is evidence that, if the strip of land was ever dedicated and accepted as a public Saluda County road, at that point, it was judicially closed. Regardless, based on the pending claims and undisputed facts before this

Court, there is no set of facts under which Plaintiff is entitled to the relief sought. Accordingly, the County is entitled to a judgment as a matter of law in its favor.

CONCLUSION

Based on the foregoing, the County asks this Court to deny Plaintiff's Motion for Summary Judgment, grant its renewed motion for summary judgment, and enter a judgment as a matter of law in its favor.

Respectfully submitted,

/s/ Virginia P. Bozeman

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ATTORNEYS FOR DEFENDANTS, SALUDA
COUNTY AND SALUDA COUNTY COUNCIL

May 19, 2024
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 SUPPORT
	)	OF PLAINTIFF'S MOTION 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.	)	

The Plaintiff submits this memorandum support of Plaintiff's Motion for Summary Judgment, filed April 23, 2024.

FACTS

In 1987, the plaintiff, Jan. H. Bryan ("Bryan" or "Plaintiff"), purchased lakefront residential property in Lake Murray Shores, which was composed of Lots 79 and 80 from the original subdivision developed by the Lakeside Company. Mrs. Bryan's chain of title shows that her property borders a road that runs along her property on the eastern side and all the way down to the water's edge. The plaintiff and her guests have been using this 30-foot-wide road without interruption since her purchase, until Saluda County ("County") issued a quitclaim deed for the road to her neighbor, the defendant, Rhonda W. Browning ("Browning"). Mrs. Bryan has used the road to access the rear portion of her property, where there is a boathouse and dock. The plaintiff has consistently believed that the road does not belong to the adjacent property owner, Ms. Browning, but instead, was a public road that had not been in use for several years.

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In 2007, Ms. Browning purchased her property from Camilla Doss, who had received the property from Mae W. Sessions in 1987. The property was originally identified as Lot 1 on a plat by T.R. Pettit in 1950 (**Exhibit 1**), and a large portion of the land was reserved and bordered by a public road, now known as Moonlight Drive Extension. Moonlight Drive runs from Holley Ferry Road to the water's edge.

The Plaintiff is seeking a declaration from the Court regarding the ownership and status of the portion of Moonlight Drive that runs along her property, that Saldua County acted improperly in deeding its interest in a publicly dedicated roadway, and that the parties must follow the proper process for closing or abandoning a public road pursuant to South Carolina Code Section 57-9-10 et seq.

There is no genuine issue of material fact that the developer of Lake Murray Shores dedicated Moonlight Drive and Saldua County accepted it as a public road to the high-water mark of Lake Murray, to be used by the community and public for lake access, and therefore, cannot just be simply deeded away by the County. The County must properly close or abandon Moonlight Drive pursuant to SC Code Section 57-9-10.

STANDARD FOR SUMMARY JUDGMENT

Summary judgment is appropriate when the pleadings, depositions, discovery, and sworn statements show no genuine issue of material fact exists. Bravis v. Dunbar, 316 S.C. 263, 449 S.E.2d 495 (Ct. App. 1994).

ARGUMENT

I. Offer to Dedicate

The original developers of Lake Murray Shores clearly offered to dedicate the roads in the subdivision, including the road in question by creating a filing a plat. (**Exhibit 1**). “A recorded plat

may be sufficient to disclose a landowner's intent to dedicate property to public use. If a landowner subdivides and plats an area of land into lots and streets and then sells lots with reference to the plat, the owner manifests an intent to dedicate those common areas to be used by both the purchasers and the public, absent evidence of a contrary intent.” Van Blarcum v. City of N. Myrtle Beach, 337 S.C. 446, 450–51, 523 S.E.2d 486, 488 (Ct. App. 1999) (*citations omitted*).

The original plat subdividing Lake Murray Shores sets out the lots and roads and was recorded in Plat Book 4 at page 17 (Exhibit 1). This plat shows a public road bordering Lot 1 (wherein Ms. Browning’s property is now situated) and Lot 80 (now part of Mrs. Bryan’s property). At the time the road was referred to as Greenwood, but eventually was renamed Moonlight Drive. The original Lake Murray Shores plat is referenced in Mrs. Bryan’s predecessor-in-title, Wiley B. Easton’s deeds. (Exhibits 5 & 6). Mr. Easton acquired lots 79 and 80 in the early 1960s.

Mrs. Bryan’s chain of title demonstrates that Moonlight Drive was dedicated to public use. On September 1, 1951, the Lakeside Company deeded lots 79 and 80 to Lonnie and Bertha Mae Goodwin. (**Exhibit 3**). On August 31, 1962, South Carolian Electric and Gas Company conveyed property on the lakeside off Lot 80 to the Goodwins, which was incorporated into the property as held by Mrs. Bryan. The deed from SCE&G to the Goodwins specifically states that the property conveyed is bounded on the east by a public road. (**Exhibit 4**). The title conveyed by SCE&G recognized that Moonlight Drive extended to the water’s edge in 1962. The deed establishes that the public road ran 172.2 feet from the back of lot 80 to the lake contour, which is Moonlight Drive.

Wiley Easton obtained lot 79 in 1960 (**Exhibit 2**) and lot 80 in 1963 (**Exhibit 3**). Mr. Easton conveyed both lots to Mrs. Bryan on December 7, 1987. (Exhibit 7). The plat prepared for Mrs. Bryan when she purchased the property reflects Moonlight Drive as a public road extending to the

lake. (**Exhibit 8**). Saluda County's tax map also shows Moonlight Drive extending well into the property. (**Exhibit 9**).

There is no question of fact that The Lakeside Company dedicated the roads in the original plat (Exhibits 1 and 2), to the public. "Where land is divided into lots according to a plat, showing streets, and lots are sold and conveyed with reference to said plat, the owner thereby dedicates the streets to the use of the lot owners, their successors in title, and the public." Helsel v. North Myrtle Beach, 307 S.C. 24, 413 S.E.2d 821 (1992).

II. Acceptance

There is no question of fact that Saluda County accepted the dedication of the roadways in the Lake Murray Shores subdivision. In South Carolina, acceptance by the political subdivision of a portion of a road is assumed to be the acceptance of the entire road. "Acceptance of an offer of dedication also may be recognized through a public authority's using, repairing, or working the streets." Helsel v. City of N. Myrtle Beach, 307 S.C. 24, 27, 413 S.E.2d 821, 823 (1992); *citing* Chaffee v. City of Aiken, 57 S.C. 507, 513, 35 S.E. 800, 802 (1900).

[T]he view is generally taken that acceptance of part of the street amounts to total acceptance of the entire street. Some cases have refrained from stating that acceptance of part of a street is acceptance of the entire street, but have said instead that where partial acceptance is shown, total acceptance will be presumed, or, in other words, that the party disputing the acceptance will bear the burden of proving that such acceptance was limited.

23 AM.JUR.2D Dedication § 48 at 42 (1983).

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. Baugus v. Wessinger, 303 S.C. 412, 416, 401 S.E.2d 169, 172 (1991); *citing* Chaffee v. Aiken, 57 S.C. 507, 35 S.E. 800 (1900). Public use

is also recognized as a mode of acceptance of an offer to dedicate. Baugus at 417; *citing* Outlaw v. Moise, 222 S.C. 24, 71 S.E.2d 509 (1952).

In Corbin v. Cherokee Realty Co. v. Florence, 91 S.E.2d 542, 229 S.C. 16 (1956), the Court cited a North Carolina decision favorably, which stated that the city is under no duty to maintain the entire road offered for acceptance. “In the event of acceptance of portion of street, as dedicated by plat of owner and sale of lots with reference thereto, the unaccepted portion would remain exactly as it was before it became a part of the town, (emphasis added) dedicated to public use, though not kept in repair by the town, and is not to be obstructed because it must at all times be free to be opened as occasion may require.” Citing In Home Real Estate Loan & Ins. Co. v. Town of Carolina Beach, 7 S.E.2d 13, 20. This was exactly Mrs. Bryan’s understanding regarding Moonlight Drive, that she could traverse but could not obstruct it. (Bryan Dep. P. 14:1-11).

The North Carolina Court of Appeals has upheld that decision. In Tower Development Partners v. Zell, 461 S.E.2d 17 (N.C. Ct. App. 1995), the Court held that “the dedication of a street, however, may not be withdrawn if the dedication has been accepted and the street, or any part of it, is actually opened and used by the public.” The Missouri Court of Appeals has ruled that “once there is a common law dedication of a road to public use, and the public accepts the same by use, the rights of the public are not restricted to the particular portion of the road traveled. (*citations omitted*) It is the intent to dedicate the entire roadway and its use in whole or in part that creates the status of a public road under a common law dedication.” Hinkle v. Emmons, 826 S.W.2d 359 (Mo. Ct. App. 1992).

There is no question of material fact that Saluda County accepted the dedication of all of the roads in the Lake Murray Shores subdivision. The County, through its maintenance records (Exhibit 12) has cataloged maintaining the roads shown on the Lake Murray Shores plat (exhibit

1). More specifically, the maintenance records established that the county maintained at least a portion of Moonlight Drive, which establishes acceptance of the entire length of Moonlight Drive. Amanda Rowe, the Saluda County Assistant Superintendent of Roads, and Bridges testified that the county maintained most of the roads in Lake Murray Shores, including Moonlight. (Rowe Dep. P. 65:3-25.).

There is no question of material fact that the County has maintained Moonlight Drive as it borders the Plaintiff's property. On September 14, 2015, Saluda County voted unanimously to approve Ordinance 07-15. The ordinance states: "Whereas, at one time in its history Saldua County had maintained Moonlight Drive Extension but has not maintained it in recent years." (Exhibit 10). This language had three readings, with the first occurring on July 13, 2015, and the second on August 10, 2015. The county used the same language when it issued the quit claim deed to Mrs. Browning. (Exhibit 11).

The county's own records demonstrate that the County recognized Moonlight Drive as a public roadway all the way to the shores of Lake Murray. In 2009, Billie Corley, Saluda County's former Superintendent of Roads and Bridges County in an email to councilman Hardee Home recognized that Moonlight Drive was originally intended to "be used as water access for residents who had no property touching the lake." (Exhibit 13). Mr. Corely reaffirmed his understanding that Moonlight was for water access in his deposition. (Corley Dep. P.14:19-P.15:6.) In 2014, Mr. Corley instructed Mrs. Browning to remove her trees that she had planted in Moonlight or to start a road closing action (the relief sought herein). (exhibit 14). Notably, this was the opposite of the recommendation that he made in his email in Exhibit 13. Also, Mr. Corley, after receiving a FOIA related to this case executed a notarized statement in 2020, claiming that the County had no records showing maintenance performed to the extension of Moonlight drive – (Exhibit M to Browning

ROA000317

Memo). Of course, this does not deny the county maintained the road as set forth in its ordinance, but only that there are no records. Mr. Corley could not say why he executed the notarized statement or who asked him to do it. (Corley Dep. P. 26:5-18). Mr. Corley also stated that any roads in Lake Murray shores that the county performed maintenance on were considered county roads. (Corley Dep. P. 26:19-24).

That Moonlight Drive was a dedicated and accepted roadway extending to the shores of Lake Murray is also supported by witnesses. Mr. Gregg Anderson has stated that Moonlight was used for lake access and that over the years he has witnessed many people use it and that he understood it was for community access to Lake Murray Shores. Mr. Anderson stated that he used the road until Mrs. Browning told him he was no longer allowed to access the lake (Exhibit 17). Tripp Bryan, the son of the Plaintiff provided an affidavit stating that Moonlight Drive had been used by the family to launch boats and jet skis, but they understood that they could not block access because it was a roadway. (Exhibit 18).

III. CONCLUSION

Therefore, because there is no genuine issues of material fact that Moonlight Drive was dedicated and accepted buy Saluda County, the Plaintiff requests that this court issue a declaration that the roadway is public and therefore must be closed, if at all, by the procedures set forth in South Carolina Code Section 57-9-20 to determine who should take title to the road. Plaintiff also requests an award of attorney's fees pursuant to South Carolina Code Section 15-77-300 as it is clear from the record, including the County's ordinance, and the records of its employees, that the county was without substantial justification in opposing the Plaintiff's requests in this matter.

Respectfully submitted,

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s/ Wesley D. Peel

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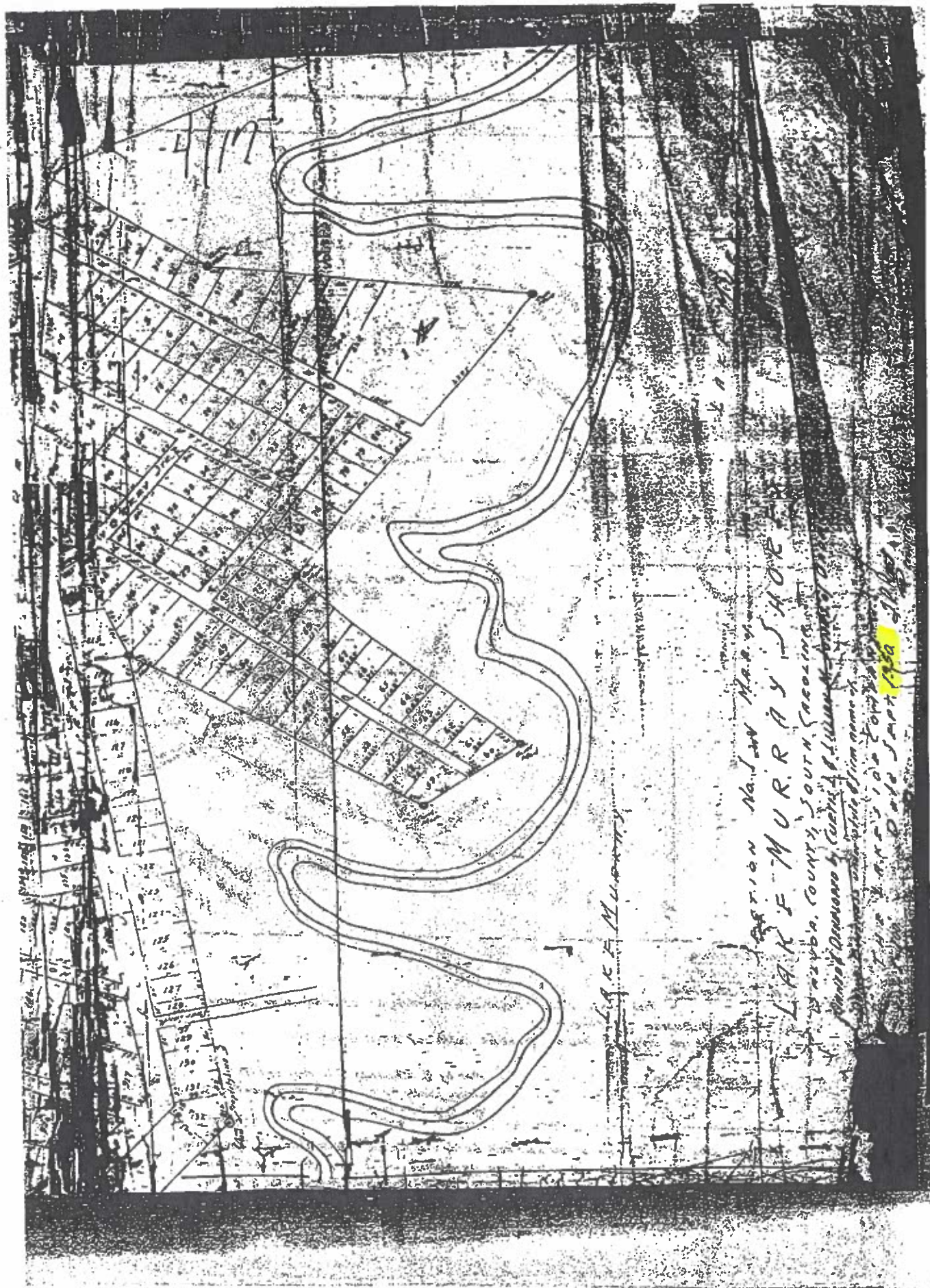
May 26, 2024

Columbia, South Carolina

ROA000319



SECTION No. 1 of MAP 4
LAKE MURRAY SHORES
SALUDA COUNTY, SOUTH CAROLINA
Given & Divided by CURTIS L. & LILLIAN M. JONES, of Dade Co. Fla.
Doing Business under style of firm name of
"THE LAKESIDE COMPANY"
Scale 1" = 100' Date Sept. 1950 J.P. Rife
Registered Professional Engineer



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 day of September, 1951

witnessed the execution thereof.

Merlin G. Jones

Roy D. Baker

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

Lillian M. Jones

Merlin G. Jones

ROA000322

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

WHEREAS, the South Carolina Electric & Gas Company owns a hydro electric project designated in the files of the Federal Power Commission as Project No. 510, 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 Presentd does grant, bargain, srll 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.

1-18-68-9:30 a.m. Page 62 -
 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 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, it's 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. Woodwin, 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. 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 Marv 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.
Willis Merchant, C.C.C.P.

ROA000323

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 Plant 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.,

ROA000324

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 to the undersigned by Wiley B. Easton Paid by: Wiley B. Easton DOLLARS,
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.
Signed, Sealed and Delivered in the Presence of
Martha Sharpe Lonnie A. Goodwin (L. S.)
Jack F. McGuinn 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.

Martha Sharpe

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

ROA000325

C. C. C. P.

53-74

The State of South Carolina,

COUNTY OF SALUDA

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

74

ELECTRONICALLY FILED - 2024 May 26 3:55 PM - SALUDA - COMMON PLEAS - CASE#2021CPL100032

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 DOLLARS
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 Hand S and Seal S, 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 Richland County.

Personally appeared before me Ginger Grossand made oath that he saw the within-named Lonnie A. and Bertha M. Goodwinsign, 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 Publicdo hereby certify unto all whom it may concern, that Mrs. Bertha M. Goodwinthe wife of the within-named Lonnie A. Goodwindid 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 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

ROA000326

JULIUS MERCHANT

C. C. C. P.

002499

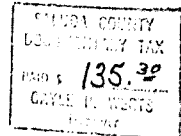
BOOK 133 PAGE 74

State of South Carolina }
COUNTY OF SALUDA

DEED
(Individual)

CENTRAL OFFICE PRODUCTS
Columbia, S. C.
Form No. 721
Rev. 1977

RECORDED
DECEMBER 9, 1937
9:00 A. M.



KNOW ALL MEN BY THESE PRESENTS, That

WILEY B. EASTON,

(hereinafter called "Grantor"), for and in consideration of the sum of

ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$122,750.) Dollars

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

JAN H. BRYAN

of

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, with the improvements thereon, situate, lying and being in the County of Saluda, State of South Carolina, being shown and designated as LOTS 79 & 80 on plat for Lexington Water Power Company, by J.W. Frazier under Deed dated July 26, 1927 and recorded in the Office of the RMC for Saluda County in Deed Book 31 at Page 189; Also being shown on a plat prepared for Jan H. Bryan by Ralph O. Vanadore, R.L.S., dated November 30, 1987, to be recorded.

DERIVATION: DEED BOOK 131 AT PAGE 188
53 74

GRANTEE'S ADDRESS: 5 Inverness West
Aiken, S.C. 29801

T.M.S.#: 206-26-01-079
206-26-01-080



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.

ROA000327

BOOK/33 PAGE 75

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: DECEMBER 7, 19 87

Signed, Sealed and Delivered

In Presence of:

[Signature]

[Signature] (Seal)
WILEY B. EASTON
_____ (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) DECEMBER 7, 1987

[Signature] (Seal)
Notary Public for South Carolina
My Commission expires: 8-31-91

[Signature]
(Witness)

Lewis, Lewis, Grace & Potts, P.A.
P. O. BOX 11716
COLUMBIA, S. C. 29211

State of South Carolina
COUNTY OF Saluda

Wiley B. Easton

Grantor

TO

Jan H. Bryan

(include mailing address) Grantee

DEED

(Individual)

Filed this 9th day of December, 1987,
at 9:00 o'clock, A. M.
and recorded in Deed Book/33 at page 74
E. C. Potts
H.M.C./Clerk of Court

Saluda County, S. C.

Recorded this 11th day of December, 1987,

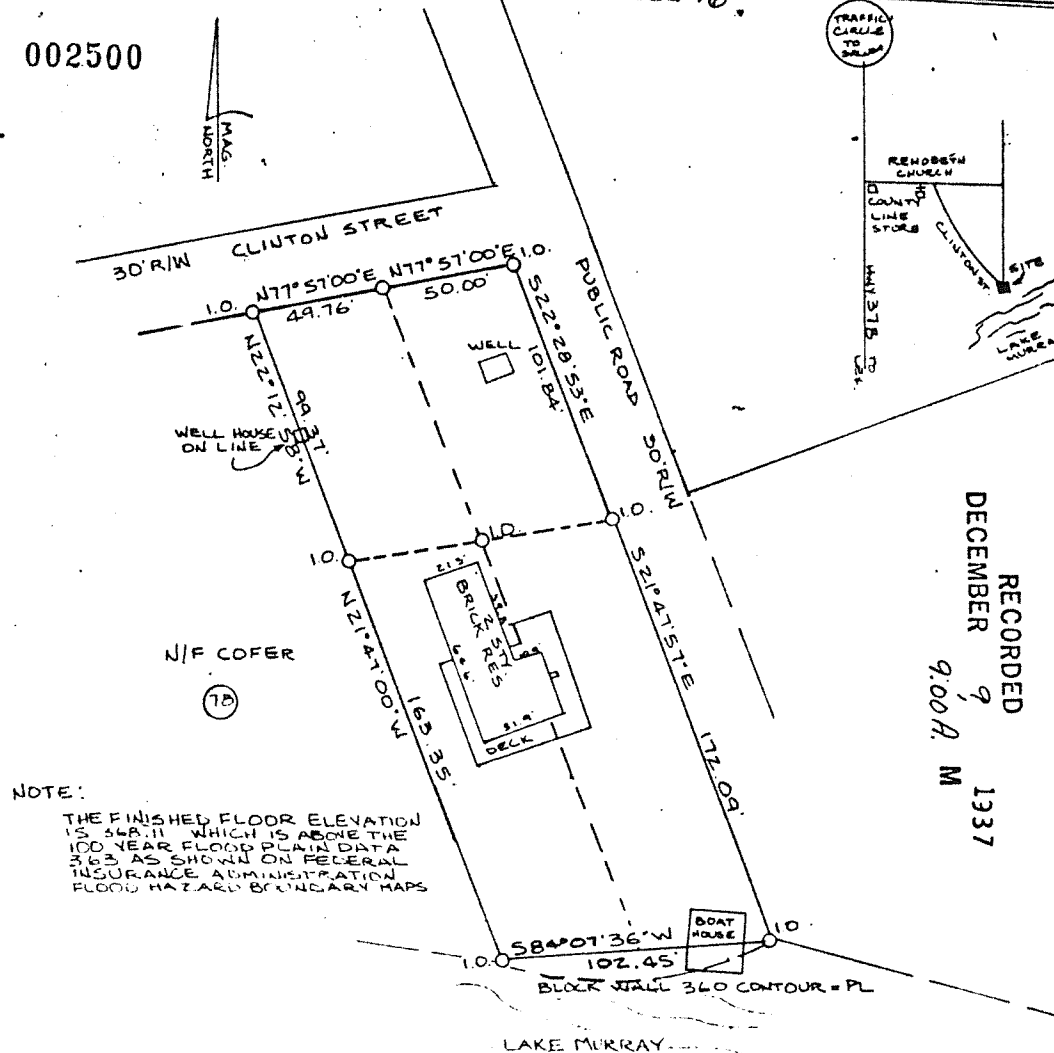
Page 315
Robert Ray Gabe, MD
Auditor Saluda County

DEC 9 1987
-408-

ROA000328

~~BOOK 133 PAGE 76~~

002500



RECORDED
DECEMBER 9 1937
9:00 A. M

NOTE:

THE FINISHED FLOOR ELEVATION IS 368.11 WHICH IS ABOVE THE 100 YEAR FLOOD PLAIN DATA 363 AS SHOWN ON FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAPS

— PLAT PREPARED FOR —
JAN H. BRYAN

IN SALUDA COUNTY, S.C.

SCALE: 1" = 50'

REF.

BEING SHOWN THE SAME AS LOTS 19 AND 80 ON A PLAT FOR LEXINGTON
WATER POWER COMPANY BY J. W. FRAZIER UNDER DEED DATED JULY 26, 1927.
DEED BOOK 31, PAGE 189 IN SALUDA COUNTY RMC OFFICE.

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ABOVE ARE CORRECT AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

RALPH VANADORE & ASSOCIATES, INC.
211 SWARTZ RD.
LEXINGTON S.C. 29072
957-5000

~~RALPH A. VANADORE HLS 700G S.C.~~

87-11-265

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

ROA000330

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

ROA000332

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.

ROA000333

<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	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

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ROA000334



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

ROA000335

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	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	000008	
12/22/2008	R901	PADGETT, JOE	R	802	0.5	10	EQUIP	WEATHER	BACKHOE	000008	
12/22/2008	R901	PADGETT, JOE	R	362	2	40	PIPE	388	BACKHOE	000008	

Bryan - Saluda County00116

ROA000336

<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

ROA000337

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

ROA000338

<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

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ROA000339

<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	DUMPTCK	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

ROA000340

<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	
								LAFORCE 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. -			

ROA000341

<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	

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<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	

Bryan - Saluda County00176

ROA000344

<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. -			

<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

53.10

\$912.00

ROA000347

<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

ROA000348

<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	

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ROA000349

<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					

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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

ROA000351

<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

ELECTRONICALLY FILED - 2024 May 26 3:55 PM - SALUDA - COMMON PLEAS - CASE#2021CP4100032

ROA000354

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
8 COUNTY COUNCIL, RHONDA W.
9 BROWNING, AND FIRST COMMUNITY
10 BANK,

Defendants.

11 D E P O S I T I O N

12 WITNESS: BILLIE RAY CORLEY

13 DATE: Thursday, July 7, 2022

14 TIME: 10:05 a.m.

15 LOCATION: 111 Law Enforcement Drive
16 Saluda, South Carolina

17 TAKEN BY: Attorneys for the Plaintiff

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

21
22
23 -----
24 Gina M. Smith Court Reporting, LLC
25 117 Harmon Creek Court
Lexington, SC 29072
803-359-5705

ROA000355

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.

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

10 Defendants.

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

ROA000359

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

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18 803-254-2200

19 vbozeman@turnerpadget.com

20 ATTORNEYS FOR DEFENDANT

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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.

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.

ROA000367

STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

)

)

)

IN THE COURT OF COMMON PLEAS

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.

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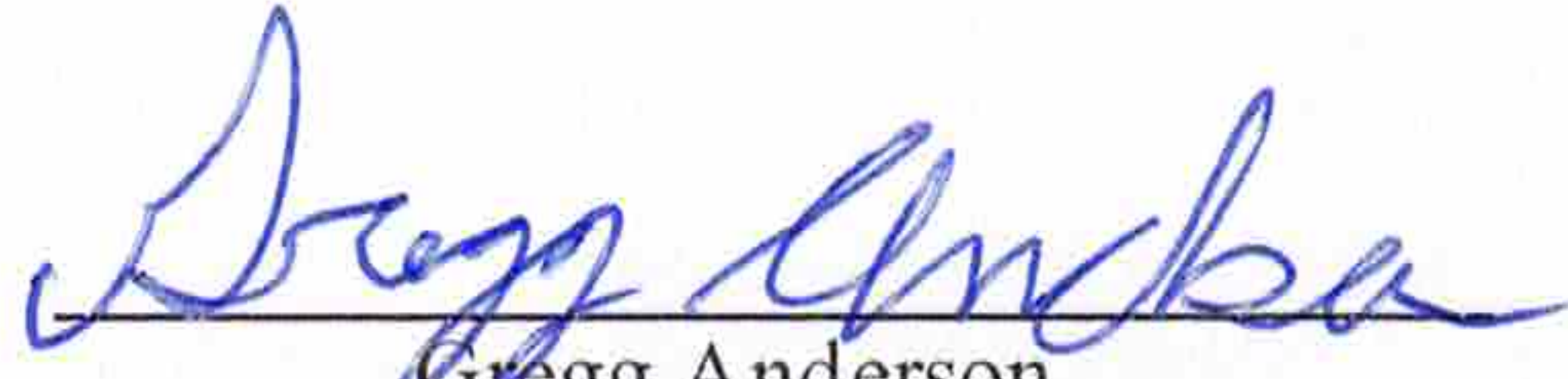
AFFIDAVIT OF GREGG ANDERSON

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

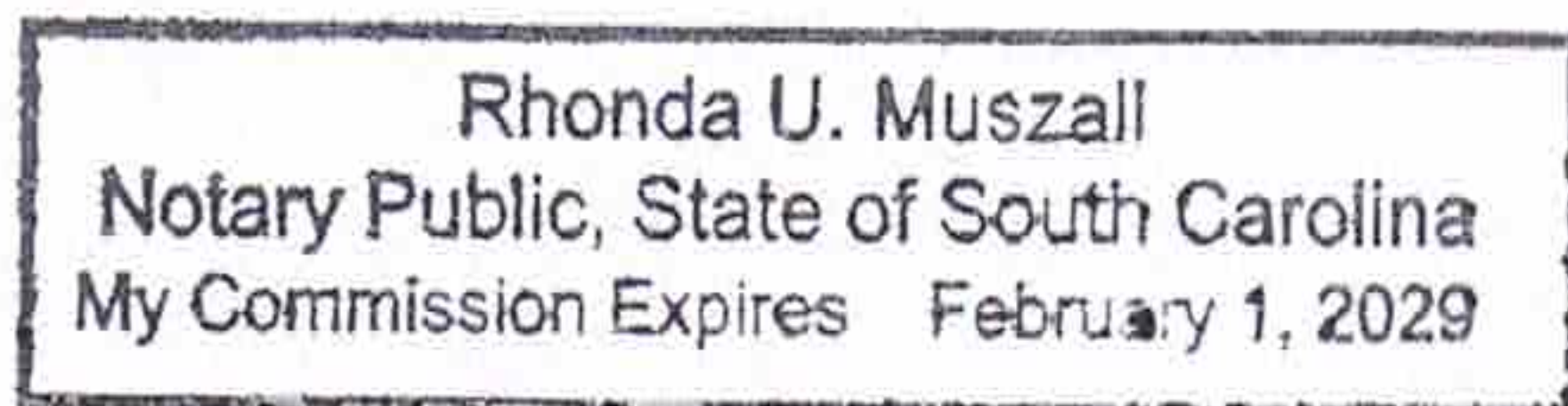
SWORN TO and subscribed before me

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

COUNTY OF SALUDA

Jan H. Bryan,

Plaintiff,

v.

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.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Civil Action No.: 2021-CP-41-00032

AFFIDAVIT OF TRIPP BRYAN

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

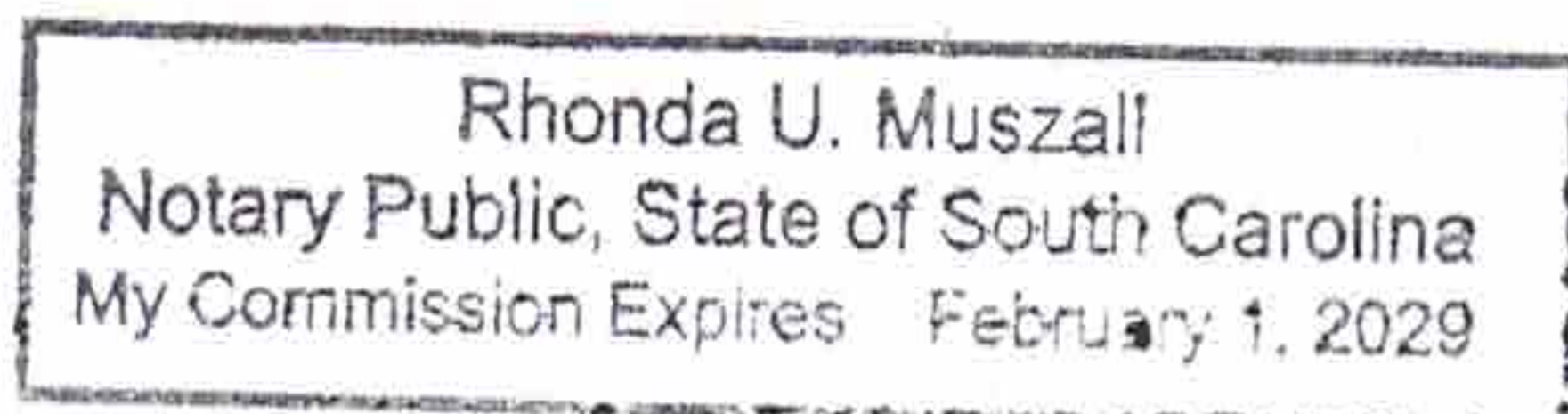
This 10th day of August, 2023

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
	)	FOR THE
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
	)	
Jan H. Bryan,	)	Civil Action No.: 2021-CP-41-00032
	)	
Plaintiff,	)	
	)	PLAINTIFF'S NOTICE OF MOTION
v.	)	AND MOTION TO ALTER OR AMEND
	)	PURSUANT TO RULES 59(e) AND
	)	52(b), SCRPC
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.	)	

YOU WILL PLEASE TAKE NOTICE that, pursuant to Rule 59(e), SCRPC, Plaintiff, Jan H. Bryan ("Plaintiff" or "Bryan"), by and through her undersigned attorneys, respectfully moves the Court to alter or amend its Order entered on, or about, April 2, 2025 (the "Order"), written notice of which was received the same day. Because the Court sat as the finder of fact in the trial of this matter, Plaintiff also brings this motion pursuant to Rule 52(b), SCRPC, to amend, as necessary, the Court's findings of fact.

Plaintiff hereby moves that the Order be altered or amended on the following grounds:

1. The court erred or was incomplete in its conclusion on page 8 of the order, stating that "Browning then closed." Plaintiff seeks clarification as to what was closed.
2. The court erred in finding that the road was previously closed or was not dedicated to the public where the County recognized by ordinance and deed that it had maintained the road.

3. The court erred in finding that the Moonlight Drive Extension was closed by Mr. Easton and remained closed when Mrs. Browning testified that she had used the road as her driveway and all of the evidence in this case establishes that the road was open for the public's use for years.
4. The court erred in finding that the Moonlight Drive Extension was not a road dedicated to public use where the uncontested evidence demonstrated that the road was used by the public to access the lake for many years.
5. The court erred in relying on the testimony of Gene Dinkins to determine that status of "the vast majority of Moonlight Drive Extension was 'fringe land.'" Mr. Dinkins is a land surveyor and is not qualified to testify as to matters of title. There was additional evidence presented that Moonlight Drive extended to the waters of Lake Murray as demonstrated in Mrs. Bryan's older chain of title.
6. The court erred in finding that the County may close a road and divest itself of title by executing a quitclaim deed instead of following S.C. Code Section 57-9-10.
7. The court erred in finding that the road was closed by Mr. Easton and remained closed as private citizens cannot "close" a public way and the overwhelming evidence from the county indicated that it maintained control over the road through the period of Mrs. Browning's ownership of her property.
8. The court erred in finding that there was no public road because the County quitclaimed anything it owned to Ms. Browning. There is no reason for the

county to quitclaim something if there was NO evidence that Moonlight was a public road.

9. The court erred in failing to recognize that the County had accepted a portion of Moonlight Drive and had no right to “relinquish or give away the unaccepted portion of the street.” Corbin v. Cherokee Realty Co., 91 S.E.2d 542, 229 S.C. 16 (1956) (citing Home Real Estate Loan & Ins. Co. v. Town of Carolina Beach, 216 N.C. 778, 7 S.E.2d 13, 20 (N.C. 1940)), particularly where the County has admitted by ordinance and deed to maintaining all of Moonlight Drive. *Corbin* also made it clear that the neighboring landowner could not take possession of the dedicated land.
10. The court erred in considering any evidence or testimony to the contrary where the County admitted that it had at one time maintained the Moonlight Drive Extension, demonstrating acceptance of the dedication, and has provided no record of taking any action to close the road.
11. The court erred in finding that there was “no proof” that at least of portion of Moonlight Drive was accepted into the county system, where the emails of Mr. Corley, the county ordinance, the quit claim deed, and actions of other county officials exercising control on Moonlight Drive are to the contrary.
12. The court erred in not addressing who presently owns the disputed land and how it came to be owned, in light of conclusion no interest was available to be transferred via the quitclaim deed.
13. The court erred in relying upon an unpublished Court of Appeals order as authority. *See* Rule 268(d)(2), SCACR.

14. The court erred in the order's first paragraph in describing the relief sought in that the Plaintiff sought a declaration that the quit claim deed should be voided and an action pursuant to South Carolian Code 57-9-10 was the proper method to determine ownership of a closed road.

WHEREFORE, for the foregoing reasons, the Defendant respectfully requests that the Court alter or amend the Order in the following respects:

Respectfully submitted,

BRUNER POWELL WALL & MULLINS, LLC

s/ Wesley D. Peel

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Attorneys for Plaintiff

April 10, 2025
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.	)	
	)	
Saluda County, Saluda County Council, Donald	)	MOTION OF DEFENDANT, RHONDA W.
E. Hancock in his official capacity as Chairman	)	BROWNING UNDER RULE 59(e), SCRCP
of the Saluda County Council, Rhonda W.	)	
Browning, and First Community Bank,	)	
	)	
Defendants.	)	
	)	

INTRODUCTION

Defendant, Rhonda W. Browning (“Browning”), respectfully moves under Rule 59(e), SCRCP, for the Court to alter or amend its April 2, 2025, Order in the following respects.

Browning’s counsel received notice of the entry of the Order on April 2, 2025.

Footnote 1, page 2, of the April 2, 2025, Order says:

Plaintiff asks this Court to declare more than the 30-foot strip of land conveyed in ... [Saluda County’s] 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.

This footnote describes the two tracts the titles of which are in dispute – the 30.93-foot by 51.55-foot area shown as a portion of Greenwood Street on the 1950 Subdivision Plat (Joint Exhibit 8) and the 30.93 by 172-foot portion of the .72 acre “fringe land” running along the western boundary of Browning’s lot, abutting Plaintiff’s (rather than Browning’s) property.

The first full paragraph on page 2 of the Order says, “[t]he County Defendants [referring to Browning and the other defendants who are associated with Saluda County] 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.” (Emphasis in the original). The Order’s Conclusion on page 14, repeats this statement.

This motion is directed to the April 2, 2025, Order’s analysis of the fringe land area in dispute because the Order does not declare that Browning owns the fee simple interest in this area free and clear of Plaintiff’s claims.¹

Browning respectfully submits the parties’ pleadings put in issue, and the evidence presented at trial and the findings of fact and conclusions of law of the April 2, 2025, Order establish, her title free and clear of Plaintiff’s claims to the entirety of the .72-acre lot, including the 30.93 by 172-foot portion of the fringe land claimed by Plaintiff.

Browning also requests the Court alter or amend the first line of the first paragraph of page 7 of the April 2, 2025, Order, which says the “Court also heard testimony regarding Ms. Browning’s chain of title....” The Order then recites Plaintiff’s chain-of-title, rather than Browning’s.

ARGUMENT

A. The Pleadings.

Plaintiff’s Complaint alleges a public road runs down the interior of Browning’s property along its western border, to Lake Murray. Plaintiff alleges this public road should be closed and when closed, Plaintiff, whose property runs along the western border of the alleged public road,

¹ Browning is not asking the Court to alter or amend the April 2, 2025, Order regarding the “30.93-foot by 51.55-foot section shown as a portion of Greenwood Street on the 1950 Plat.”

would be entitled to fee simple title to part of Browning's property from the edge of the closed road bordering Plaintiff's property to the road's centerline which is 15 feet into the interior of Browning's property.

Browning's Answer, Crossclaim and Counterclaims generally deny the material allegations of Plaintiff's Complaint. Browning's Sixth Defense and First Crossclaim and Counterclaim, Browning recites her chain-of-title (paragraphs 37 – 42). Paragraph 43 alleges that no deed in Plaintiff's chain-of-title conveys to Plaintiff or Plaintiff's predecessors-in-title, "the fee simple interest in any portion of the Browning Lot." In paragraph 47, Browning asserts she is entitled to a declaration she owns the Browning property, "as shown on the 2007 Whetstone Plat² [Joint Exhibit 12] ..., in fee simple absolute, free and clear of any claim of interest **by any party** to this action." (Emphasis added). In her prayer for relief, Browning asks the Court to "enter judgment in her favor.... [d]eclaring neither the Plaintiff nor Saluda County has any claim or interest in the Browning Lot [i.e., the property described in her deed and shown on the 2007 Whetstone Plat, Joint Exhibits 6 and 12, respectively]...."

Browning respectfully submits the pleadings put in issue title to the part of Browning's .72-acre property claimed by Plaintiff to be a public road.

A. The Trial Evidence.

Browning invites the Court's attention to Joint Exhibits 11 and 12, which are, respectively, copies of an October 21, 1987, plat of the Browning property done by Cox & Dinkins, Inc., and signed by Browning's expert witness, Gene Dinkins, and a plat by Ben Whetstone Associates, dated August 6, 2007.

² The Whetstone Plat is the plat referenced in Browning's deed and shows Browning's .72-acre lot.

The 1987 Cox & Dinkins plat shows the Browning property as a vacant .72-acre lot bounded on the south by Lake Murray, on the east by the lands now or formerly of Sessions, on the north by a 20-foot road and Greenwood Street, and on the west by lands now or formerly of Easton. The 2007 Whetstone plat shows the Browning property as a .72-acre lot with a one story residence, one story building and concrete pad on it, bounded on the south by Lake Murray, on the east by the lands now or formerly of Barbara Crouch, on the north by a 20 foot road and Moonlight Lane, and on the west by lands now or formerly of Jan Bryan.

After reciting the gist of Gene Dinkins' expert testimony, the Order concludes as a matter of law that the "vast majority of Moonlight Drive Extension [i.e., the area within the .72-acre Browning lot which is a portion of the Plaintiff's claimed public road] was 'fringe land' at the time the [1950] subdivision plat was recorded and thus not identified on the [1950 subdivision plat, Joint Exhibit 8] as a public roadway."

Browning's chain-of-title to this "fringe land" area is clear and was established at trial. By deed dated January 24, 1963, (Joint Exhibit 2), the "fringe land" owner, SCE&G, conveyed a 2.14-acre part of its "fringe land," located to the south of, and contiguous to, Lot 1 on the 1950 subdivision plat, to Maye W. Sessions. By plat dated May 6, 1974, by Arthur Weed (Joint Exhibit 10), Ms. Sessions subdivided Lot 1 and the 2.14-acre fringe land into four lots, one of which was what became Browning's .72-acre lot. This .72-acre lot was conveyed by Ms. Sessions to George and Camilla Doss (Joint Exhibit 4), then George Doss conveyed his interest in the Browning .72-acre lot to Camilla Doss (Joint Exhibit 5), and finally, in 2007 Camilla Doss, then known as Camilla Spencer, conveyed the .72-acre Browning lot to Browning (Joint Exhibit 6).

Based on the evidence and testimony, and the findings and conclusions of the Order, there is an unbroken chain of title to the .72-acre Browning lot from the 1954 conveyance of subdivision

Lot 1 to Maye Sessions and the 1963 conveyance of the fringe lands from SCE&G to Maye Sessions, to the 2007 conveyance from Camilla Spencer to Browning, and Browning is entitled to a declaration to that effect.

CONCLUSION

Plaintiff's Complaint challenged Browning's chain-of-title to part of her .72-acre tract. Browning denied Plaintiff's allegations and counterclaimed asking for a declaratory judgment she owns the .72-acre tract shown on the Cox & Dinkins and Whetstone plats, among others. The evidence proved Browning's unbroken chain of title to the .72-acre lot. Plaintiff's evidence to the contrary, such as it was, did not establish Plaintiff's claims to any part of that .72-acre Browning lot.

Browning respectfully requests the Court alter or amend its Order to declare Browning the owner in fee simple absolute of the .72-acre lot on the Cox & Dinkins and Whetstone plats, and as described in her deed, free and clear of Plaintiff's claims.

Browning also requests the Court alter or amend the first line of the first paragraph of page 7 of its April 2, 2025, Order, to say the "Court also heard testimony regarding ~~Ms. Browning's~~ **Plaintiff's** chain of title...."

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ATTORNEYS FOR DEFENDANT,
RHONDA W. BROWNING

April 14, 2025
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.	)	
	)	RETURN OF DEFENDANT,
Saluda County, Saluda County Council, Donald	)	RHONDA W. BROWNING,
E. Hancock in his official capacity as Chairman	)	TO PLAINTIFFS'
of the Saluda County Council, Rhonda W.	)	RULE 59(e), SCRPC MOTION
Browning, and First Community Bank,	)	
	)	
Defendants.	)	
	)	

Defendant, Rhonda W. Browning (“Browning”), respectfully submits this Return to Plaintiff’s Rule 59(e), SCRPC Motion.

INTRODUCTION

Footnote 1, page 2, of the April 2, 2025, Order says:

Plaintiff asks this Court to declare more than the 30-foot strip of land conveyed in ... [Saluda County’s] 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.

This footnote describes the two tracts of land regarding which the Plaintiff claimed an interest - the 30.93-foot by 51.55-foot area shown as a portion of Greenwood Street on the 1950 Subdivision Plat (Joint Exhibit 8) and the 30.93 by 172-foot portion of the .72 acre “fringe land” located in the interior of Browning’s lot, running along the western boundary of her property.

The following Return to Plaintiff's Rule 59(e) Motion will respond to Plaintiff's claims and, to the extent possible, identify Plaintiff's claims as those dealing with the 30.93-foot by 51.55-foot area (the "County Quit Claim Deed Area"), and the 30.93 by 172-foot area (the ".72 Acre Lot Area").

The Plaintiff's Rule 59(e) claims are in bold and are numbered to correspond with Plaintiff's Rule 59(e) Motion paragraphs. Browning's responses immediately follow Plaintiff's numbered paragraphs.

BROWNING'S RESPONSES TO PLAINTIFF RULE 59(e) MOTION ARGUMENTS

1. The court erred or was incomplete in its conclusion on page 8 of the order, stating that "Browning then closed." Plaintiff seeks clarification as to what was closed.

RESPONSE:

The questioned sentence is the last sentence in the third full paragraph on page 8 of the April 2, 2025, Order. The sentence seems out of place. Browning bought her property the .72 Acre Lot which includes the fringe land by deed dated August 22, 2007. *See* Joint Exhibit 6. Thereafter, Browning received a quit claim deed from Saluda County for the County Quit Claim Deed Area in September 2015. The evidence presented at trial established that Browning was using the County Quit Claim Deed Area prior to receipt of the quit claim deed and that following receipt of the quit claim deed she expended considerable funds clearing and improving the area.

2. The court erred in finding that the road was previously closed or was not dedicated to the public where the County recognized by ordinance and deed that it had maintained the road.

RESPONSE:

This paragraph appears to deal with the County Quit Claim Deed Area. Plaintiff is apparently arguing that because the County ordinance (Plaintiff's Exhibit 9) and the County's quit claim deed (Joint Exhibit 7) recite that the County Quit Claim Deed Area was once maintained by

the County but had not been so in “recent” years somehow casts that fact in stone, making it unassailable.

Browning respectfully submits the evidence presented was overwhelming that the County Quit Claim Deed Area was never accepted as part of the County Road system. The former Saluda County Roads and Bridges Superintendent testified to that effect. There are no records of the County ever doing any maintenance on this area. Amanda Rowe of Saluda County, who was called as a witness in Plaintiff’s case-in-chief, testified similarly. She also testified about her questioning of two long-time County Roads and Bridges employees, one who has been with the County since 1983, and the other since 1986. Neither had any recollection of ever working on the County Quit Claim Deed Area.

3. The court erred in finding that the Moonlight Drive Extension was closed by Mr. Easton and remained closed when Mrs. Browning testified that she had used the road as her driveway and all of the evidence in this case establishes that the road was open for the public’s use for years.

RESPONSE:

Browning testified she has for many years used the County Quit Claim Deed Area as her private driveway, which is the only access she has to her property. There is no evidence the “public” used Browning’s private driveway after she bought her property in 2007. The evidence was uncontested that the County Quit Claim Deed Area was overgrown and impassable to cars until Browning, spending thousands of dollars of her own money, converted this unused and overgrown area into her driveway.

There is also minimal evidence that the County Quit Claim Deed Area, or the .72 Acre Lot Area, was ever used by the public. The Court’s factual findings and conclusions of law in this respect are supported by substantial evidence in the trial record.

4. The court erred in finding that the Moonlight Drive Extension was not a road dedicated to public use where the uncontested evidence demonstrated that the road was used by the public to access the lake for many years.

RESPONSE:

There is minimal evidence the County Quit Claim Deed Area or the .72 Acre Lot Area was ever used by the public, much less for “many years.” The .72 Acre Lot Area was never platted as a road, and the uncontested evidence shows it was part of the “fringe land” conveyed to Browning’s predecessor-in-interest, Maye W. Sessions.

Further, to complete the public dedication of a roadway, the governing authority must accept that dedication, either expressly or impliedly. There is no evidence of an express acceptance of the County Quit Claim Deed Area as a public road, and scant evidence of an implied acceptance.

The Court’s factual findings and conclusions of law in this respect are supported by substantial evidence in the trial record.

5. The court erred in relying on the testimony of Gene Dinkins to determine that status of “the vast majority of Moonlight Drive Extension was ‘fringe land.’” Mr. Dinkins is a land surveyor and is not qualified to testify as to matters of title. There was additional evidence presented that Moonlight Drive extended to the waters of Lake Murray as demonstrated in Mrs. Bryan’s older chain of title.

RESPONSE:

This paragraph of Plaintiff’s Rule 59(e) motion faults the April 2, 2025, Order for “relying on the testimony of Gene Dinkins to determine that ... [the portion of the .72 Acre Lot Area claimed by Plaintiff] is ‘fringe land....’” Plaintiff argues that Mr. Dinkins was not qualified to testified “as to matters of title.”

Mr. Dinkins was qualified as an expert land surveyor without objection and Plaintiff did not object when Mr. Dinkins testified that in his opinion, the “vast majority” of the .72-acre Browning lot was made up of fringe land property owned by SCE&G until SCE&G conveyed 2.14 acres of its fringe land property to Maye W. Sessions. *See* Joint Exhibit 3. Nor did Plaintiff object when the County offered into evidence the 1987 Cox & Dinkins plat of Browning’s .72-acre lot, with Mr. Dinkins’ notation of there the “fringe land” was located on Browning’s lot.

“A party cannot use Rule 59(e) to present to the court an issue the party could have raised before judgment but did not.” *Hickman v. Hickman*, 301 S.C. 455, 456, 392, S.E.2d 481, 482 (Ct. App. 1990). Bryan cannot now be heard to complain regarding the qualifications and testimony of Mr. Dinkins.

The evidence is overwhelming that, as Mr. Dinkins testified, the Browning .72-acre lot is made up largely of the SCE&G fringe land property conveyed to Ms. Sessions. The calls for the 2.14 acres of fringe property shown on the plat referenced in the SCE&G deed to Ms. Sessions (Joint Exhibit 9), match the calls for that property shown on the 1974 Weed plat (Joint Exhibit 10), and the portion of the 2.14 acre fringe property shown on the 1987 Cox & Dinkins plat.

The findings of fact and conclusions of law in the April 2, 2025, Order are overwhelmingly supported by the evidence.

6. The court erred in finding that the County may close a road and divest itself of title by executing a quitclaim deed instead of following S.C. Code Section 57-9-10.

RESPONSE:

The April 2, 2025, Order correctly cites S.C. Code Ann. § 4-9-130, and Saluda County Ordinance § 2.58, for the proposition that the County can sell real property with the approval of an ordinance to that effect, passed after three readings and a public hearing, as occurred here. The April 2, 2025, Order also correctly cites S.C. Code Ann. § 57-17-10, for the proposition that South Carolina Counties can “... order the ... discontinue[ance of] such roads as shall be found useless.” Finally, the April 2, 2025, Order correctly notes that the road closing remedies Plaintiff relies on in § 57-9-10 are expressly “cumulative” and “shall not be construed to repeal any other provisions of law....” S.C. Code Ann. § 57-9-40.

7. The court erred in finding that the road was closed by Mr. Easton and remained closed as private citizens cannot “close” a public way and the overwhelming evidence from the county indicated that it maintained control over the road through the period of Mrs. Browning’s ownership of her property.

RESPONSE:

As stated above, the evidence was scant to the effect that the County “maintained control over the road through the period of Mrs. Browning’s ownership....” The April 2, 2025, Order correctly found the opposite, that the County never accepted the County Quit Claim Deed area as a County maintained roadway.

8. The court erred in finding that there was no public road because the County quit claimed anything it owned to Ms. Browning. There is no reason for the county to quitclaim something if there was NO evidence that Moonlight was a public road.

RESPONSE:

A quit claim deed is a “deed of conveyance operating by way of release; that is, intended to pass any title, interest, or claim which the grantor may have in the premises, but no profession that such title is valid.” Black’s Law Dictionary, 5th Ed. at 1126.

To the extent the County had any right, title or interest in the Quit Claim Deed Area, it conveyed that right, title or interest to Browning, which it had every right to do.

9. The court erred in failing to recognize that the County had accepted a portion of Moonlight Drive and had no right to “relinquish or giveaway the unaccepted portion of the street.” *Corbin v. Cherokee Realty Co.*, 91 S.E.2d 542, 229 S.C.16 (1956) (citing *Home Real Estate Loan & Ins. Co. v. Town of Carolina Beach*, 216 N.C. 778, 7 S.E.2d 13, 20 (N.C. 1940)), particularly where the County has admitted by ordinance and deed to maintaining all of Moonlight Drive. *Corbin* also made it clear that the neighboring landowner could not take possession of the dedicated land.

RESPONSE:

The April 2, 2025, Order distinguishes *Corbin v. Cherokee Realty Co.*, 91 S.E.2d 542, 229 S.C.16 (1956), and while Plaintiff disagrees with the Court’s analysis of *Corbin*, that disagreement is not a basis to alter or amend the April 2, 2025, Order.

10. The court erred in considering any evidence or testimony to the contrary where the County admitted that it had at one time maintained the Moonlight Drive Extension, demonstrating acceptance of the dedication, and has provided no record of taking any action to close the road.

RESPONSE:

Browning does not believe the County ever “admitted” that it had “at one time” maintained the Quit Claim Deed Area, other than the recitation in the Ordinance and Quit Claim deed.

As for the Ordinance and Quit Claim deed, the former Superintendent of the Saluda County Roads and Bridges Department testified, when asked whether he believed the statement regarding maintenance in the Ordinance and Quit Claim Deed were true, replied, “I do not.” When asked if he knew why the statement about the County maintaining the Quit Claim Deed Area at one time was put in the Ordinance and County Quit Claim Deed, Mr. Corley replied similarly, “I do not.”

“Legislative [fact] findings – express or presumed – are subject to judicial review, and the court may consider extrinsic evidence for this purpose.” *Owens v. Stirling*, 443 S.C. 246, 262, 904 S.E.2d 580, 588 (2024).

The April 2, 2025, Order’s conclusion in this regard are not error requiring the Order to be altered or amended.

11. The court erred in finding that there was “no proof” that at least of portion of Moonlight Drive was accepted into the county system, where the emails of Mr. Corley, the county ordinance, the quit claim deed, and actions of other county officials exercising control on Moonlight Drive are to the contrary.

RESPONSE:

Browning has already responded to Plaintiff’s claims regarding the phrase in the Ordinance and County Quit Claim Deed regarding the County maintaining the County Quit Claim Deed Area.

Browning would further submit that any evidence of the County “exercising control” over the Quit Claim Deed Area is, at best, minimal, and the Court correctly found for the County and Browning regarding the public road dedication issue raised by Plaintiff.

12 The court erred in not addressing who presently owns the disputed land and how it came to be owned, in light of conclusion no interest was available to be transferred via the quitclaim deed.

RESPONSE:

Please see Browning's Rule 59(e) motion regarding the .72 Acre Lot area. Browning respectfully submits Plaintiff has shown no basis for altering or amending the April 2, 2025, Order's treatment of the Quit Claim Deed Area.

13. The court erred in relying upon an unpublished Court of Appeals order as authority. See Rule 268(d)(2), SCACR.

RESPONSE:

The only unpublished opinion cited by the April 2, 2025, Order is *Milton P. Demetre Family L.P. v. Beckmann*, No. 2009-UP-029, 2009 S.C. Unpub. LEXIS 33 (Ct. App. January 14, 2009). The April 2, 2025, Order cites this unpublished opinion for the proposition that evidence of an implied acceptance of a public dedication of a roadway by maintenance can include filling potholes, spraying for mosquitoes, and removal of trees following storm damage. This is not a remarkable or unsupported statement of law and would seem to support Plaintiff's position regarding public dedication of roadways and implied acceptances of that dedication.

CONCLUSION

Following Plaintiff's abandonment of her claim to a prescriptive easement (Summary Judgement Order filed August 16, 2023) the only remaining cause of action asserted by Plaintiff was for an order of the Court declaring that a public road extended from the termination of Moonlight Drive through the Browning property to the waters of Lake Murray (both the Quit Claim Area and Fringe Land), declaring the Saluda County Quit Claim to be void and requiring that an action be commenced under S.C. Ann. Code 57-9-10 to close the road. The findings by the Court in the order regarding the non-existence of the alleged road in the fringe area and that the County never accepted or undertook to maintain the County Quit Claim Deed Area are

supported by the evidence and testimony presented at trial. Accordingly, Plaintiff's motion should be denied.

The only remaining issue is the counterclaim asserted by Browning against Plaintiff wherein Browning seeks an order of the Court declaring that she owns the fee simple title to the entirety of the .72-acre lot, free of the claims asserted by Plaintiff to the 0.72 Acre Lot Area. This aspect of Browning's counterclaim is the subject of Browning's Rule 59(e) Motion filed April 15, 2025.

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ATTORNEYS FOR DEFENDANT,
RHONDA W. BROWNING

April 21, 2025
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.	)	DEFENDANTS, SALUDA COUNTY AND
	)	SALUDA COUNTY COUNCIL’S,
SALUDA COUNTY, SALUDA COUNTY	)	RESPONSE TO PLAINTIFF’S MOTION TO
COUNCIL, RHONDA W. BROWNING,	)	ALTER OR AMEND ORDER
AND FIRST COMMUNITY BANK,	)	
	)	
Defendant.	)	
	)	
	)	
	)	
	)	

Come now defendants Saluda County and Saluda County Council (together, “Saluda County” or the “County”), by and through undersigned counsel of record, and in response to Plaintiff’s Motion to Alter or Amend Pursuant to Rules 59(e) and 52(b), SCRCP, state as follows:

On April 10, 2025, the plaintiff, Jan H. Bryan (the “Plaintiff”) filed a motion to alter or amend the Order Denying All Claims and Dismissing All Crossclaims Asserted Against the Defendants (the “Order”) entered April 2, 2025. The Plaintiff does not cite legal authority in support of her motion. Instead, she enumerates a list of factual and legal determinations made by this Court that she does not agree with. Not only does the Plaintiff’s motion fail to meet the basic requirement of Rule 7(b)(1), SCRCP, that written motions “state with particularity the grounds therefor,” it fails to allege an unusual circumstance requiring the relief sought. As such, this Court must deny the Plaintiff’s motion.

“The purpose of Rule 59(e), SCRCP, to alter or amend the judgment[,] is to request the trial judge to reconsider matters properly encompassed in a decision on the merits.” *Coward Hund*

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Const. Co. v. Ball Corp., 336 S.C. 1, 518 S.E. 2d 56 (Ct. App. 1999.) Motions for reconsideration will not be granted absent “highly unusual circumstances.” *U.S. ex rel. Becker v. Washington Savannah River Co.*, 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court’s ruling will not support Rule 59(e) relief.) Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice. *Hutchinson v. Staton*, 994 F.2d 1076, 1081 (4th Cir. 1993). “[A] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); *Patterson v. Reid*, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does “[a] party’s mere disagreement with the court’s ruling . . . warrant a Rule 59(e) motion.” *In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig.*, 269 F.Supp. 3d 685, 691 (D.S.C. 2017); see also *Lyons v. Fid. Nat’l Title Ins. Co.*, 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

In support of her motion, the Plaintiff fails to assert a change in controlling law, point out newly discovered evidence, or raise a clear legal error (with supporting authority) of such magnitude that she will suffer manifest injustice if this Court does not reconsider its Order. In the absence of supporting unusual circumstances, the Plaintiff has done nothing more than voice her disagreement with the factual findings and legal conclusions of this Court. As the losing party, the Plaintiff naturally disagrees with the Order. If disagreement alone were sufficient to warrant the reconsideration of a court order, then every party that is unsuccessful on a motion or at trial would be entitled to have that order re-reviewed by the issuing court. This use of Rules 59(e) and 52(b),

SCRCP, is repugnant to general principles of judicial economy and would yield the absurd result of litigation without finality.

For these reasons, the Plaintiff's Motion to Alter or Amend Pursuant to Rules 59(e) and 52(b), SCRCP, must be DENIED.

Respectfully submitted,

/s/ Virginia P. Bozeman

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ATTORNEYS FOR DEFENDANTS, SALUDA
COUNTY AND SALUDA COUNTY COUNCIL

April 21, 2025
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.	)	
	)	
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.	)	

MEMORANDUM IN SUPPORT OF PLAINTIFF’S MOTION TO ALTER OR AMEND

This memorandum is submitted in support of the Plaintiff’s Motion to Alter or Amend addresses errors in the Order Denying All Claims and Dismissing All Crossclaims Asserted Against the Defendants (Order). A revised proposed order is submitted along with this memorandum that attempts to comply with the court’s instruction to only submit sections of the order that Plaintiff is asking to be altered or amended. Given that Plaintiff believes that there were errors contained with the factual conclusions upon which the findings were based, Plaintiff has attempted to address those areas withing the framework on the filed order, which erroneously concluded that Moonlight Drive Extension was not a public road and upheld the validity of a quit-claim deed issued by Saluda County to Defendant Rhonda W. Browning. These errors, raised in Plaintiff’s Motion to Alter or Amend pursuant to Rules 59(e) and 52(b), SCRCF, include omitted evidence, misstatements of “no evidence,” mis-reliance on unqualified testimony, misapplication of legal principles, and failure to address ownership. The attached Amended Order (Exhibit A) corrects these errors by declaring Moonlight Drive Extension a public road, voiding the quit-claim deed and Ordinance No. 07-15, and requiring compliance with S.C. Code § 57-9-10, et seq., for

ROA000394

any closure or transfer. Below, Plaintiff discusses the errors and explains the corresponding changes in the Amended Order.

I. Erroneous Claim of “No Evidence” of County Maintenance and Control (Motion Grounds 8, 10, 11)

The Order stated there was “no evidence” that Saluda County maintained or accepted Moonlight Drive Extension as a public road (Order, pp. 5-6, 12). This ignored Saluda County Ordinance No. 07-15 and the quit-claim deed (Bryan Ex. 2, Joint Ex. 7), which admit that “at one time in its history Saluda County maintained Moonlight Drive Extension.” Internal County emails (Bryan Ex. 6, 7, 8, 10, 11, 12) and a July 10, 2014, letter from Billie Corley (Bryan Ex. 10) further demonstrate County control, referring to the Extension as a “right of way” or “county easement” and recommending a § 57-9-10 closure action. For example, a June 26, 2009, email from Corley (Bryan Ex. 6) notes the road’s purpose for “water access for residents,” and a September 2010 email (Bryan Ex. 7) denies Browning’s request to modify the easement without Roads Committee approval.

The Amended Order corrects this error by finding that the County’s ordinance and quit-claim deed constitute clear evidence of prior maintenance, a form of acceptance under *Helsel v. City of N. Myrtle Beach*, 307 S.C. 24, 27, 413 S.E.2d 821, 823 (1992) (Amended Order, Findings of Fact ¶ 2(a)). It also recognizes County control through emails and Corley’s letter, which confirm the County’s belief in its authority over the Extension as a public road (¶ 2(c)). These findings support the conclusion that the Extension is a public road (Conclusions of Law ¶ A(2)), negating the Order’s claim of “no evidence” and voiding the quit-claim deed for bypassing § 57-9-10 (¶ B(1)-(3)).

II. Failure to Address Uncontested Public Use (Motion Grounds 4, 9)

The Order found that there was “no evidence” of public road status or acceptance (Order, p. 12) and omitted testimony from Plaintiff’s witnesses—Ben Easton, Jan Bryan, Tripp Bryan, and

Gregg Anderson—that the public used Moonlight Drive Extension for decades to access Lake Murray for recreation and boat launching (Bryan Proposed Findings, pp. 6-7). Easton testified that public use led to littering, prompting his father to place a chain with County permission, indicating County oversight. Anderson recalled using the road via golf cart until Browning planted trees (Bryan Proposed Findings, p. 7).

The Amended Order corrects this by finding that the uncontested testimony establishes public use, a valid mode of implied acceptance under *Baugus v. Wessinger*, 303 S.C. 412, 417, 401 S.E.2d 169, 172 (1991) (Findings of Fact ¶ 2(b)). Combined with the 1950 plat's depiction (Joint Ex. 8), this evidence supports the conclusion that the Extension is a public road (Conclusions of Law ¶ A(2)(b)). The finding directly contradicts the Order's claim of "no evidence" and reinforces the need for a § 57-9-10 closure process (Relief Granted ¶¶ 4-6).

III. Erroneous Finding of Closure by Easton (Motion Grounds 3, 7)

The Order found that Wiley Easton closed Moonlight Drive Extension through a Saluda County court action, asserting it "remained closed at all times pertinent to this lawsuit" (Order, p. 11). This is unsupported, as Easton testified only that his father placed a chain to deter littering with County permission and went to a judge, not to effect a judicial closure (Bryan Proposed Findings, p. 6). It is clear that this chain was later removed as Ms. Bryan testified that it was not there when she bought the property. No evidence of a § 57-9-10 petition or court order was introduced. Nor was there testimony of a court determining ownership rights. County emails and Corley's 2014 letter (Bryan Ex. 10) show continued County control, and Browning's testimony that she used the Extension as a driveway confirms it remained open (Order, p. 8).

The Amended Order corrects this by finding no evidence of a judicial closure, noting that Easton's actions were private and did not extinguish the public dedication (Findings of Fact ¶ 3). It cites County actions and Browning's use as evidence the road remained open (¶ 3), applying *Tower Development Partners v. Zell*, 461 S.E.2d 17 (N.C. Ct. App. 1995), to confirm that private

obstructions do not close public roads (Conclusions of Law ¶ A(3)). This negates the Order's closure finding, supports the road's public status, and voids the quit-claim deed for lack of due process (Relief Granted ¶¶ 3, 5).

IV. Misreliance on Dinkins' Testimony and Omission of Plaintiff's Chain of Title (Motion Ground 5)

The Order relied on Gene Dinkins' testimony that Moonlight Drive Extension was mostly "fringe land," claiming "no proof" supported its public status (Order, pp. 8, 11). This ignored Plaintiff's chain of title, including a 1962 SCE&G deed (Joint Ex. 16) and 1987 Vanadore Plat (Joint Ex. 21), which describe her property as bounded by a public road extending to Lake Murray's contour (Bryan Proposed Findings, pp. 3-4). Dinkins, a surveyor, admitted he did not review Plaintiff's title and was unqualified to opine on title matters.

The Amended Order corrects this by disregarding Dinkins' testimony as incompetent on title issues and relying on Plaintiff's chain of title to support the Extension's public road status (Findings of Fact ¶ 5). The 1962 deed and the Vanadore Plat take precedence over Browning's conflicting title, reinforcing the dedication in the 1950 plat (Conclusions of Law ¶ A(1)). This supports declaring the road public and defers title determination to a § 57-9-20 petition (Relief Granted ¶ 6), correcting the Order's mis-reliance and omission.

V. Improper Validation of Quit-Claim Deed (Motion Grounds 6, 8, 14)**

The Order upheld the quit-claim deed, asserting the County had authority under S.C. Code § 4-9-130 and Saluda County Code § 2-58, and that S.C. Code § 57-17-10 allowed discretion to discontinue "useless" roads (Order, p. 13). This ignored § 57-9-10's mandatory judicial process for closing public roads, which requires a petition, public notice, and abutting owner notification. The County's ordinance and deed admitting maintenance (Bryan Ex. 2, Joint Ex. 7) and Corley's 2014 letter advising a closure petition (Bryan Ex. 10) confirm the County knew the Extension was a public road, making the transfer without due process improper. Either it was a road or it remains

an easement available for use by all parties. It is certainly not owned by Mrs. Browning. The Order also mischaracterized Plaintiff's relief as seeking title to half the road, rather than voiding the deed and mandating § 57-9-10 compliance (Order, p. 1).

The Amended Order corrects this by finding that § 57-9-10 is the exclusive process for closing public roads, overriding general statutes like § 4-9-130 and § 57-17-10 (*Hoogenboom v. City of Beaufort*, 315 S.C. 306, 319, 433 S.E.2d 875, 884 (Ct. App. 1992)) (Conclusions of Law ¶ B(1)-(2)). It voids the quit-claim deed and Ordinance No. 07-15 for bypassing due process (Relief Granted ¶¶ 2-3), noting the County's awareness of § 57-9-10 (Findings of Fact ¶ 4). It clarifies Plaintiff's relief as seeking to void the deed and require a closure process, not immediate title (Relief Granted ¶¶ 4-6), correcting the mischaracterization.

VI. Misapplication of Acceptance Principles and Corbin (Motion Grounds 9, 11)

The Order rejected the principle that partial acceptance of a street presumes acceptance of the entire street, dismissing Corbin v. Cherokee Realty Co., 229 S.C. 16, 91 S.E.2d 542 (1956), as inapposite (Order, p. 11). It ignored the County's maintenance of Moonlight Drive and admission of maintaining the Extension (Bryan Ex. 2, Joint Ex. 7), which trigger the presumption under *Baugus v. Wessinger*, 303 S.C. 412, 416, 401 S.E.2d 169, 172 (1991).

The Amended Order applies *Baugus* and *Corbin* to find that the County's maintenance of Moonlight Drive and admitted maintenance of the Extension presume acceptance of the entire street, as Defendants failed to prove limited acceptance (Findings of Fact ¶ 2(d); Conclusions of Law ¶ A(2)(d)). This supports the public road declaration and voids the quit-claim deed (Relief Granted ¶¶ 1, 3).

VI. Failure to Address Ownership (Motion Ground 12)

The Order did not determine the current ownership of Moonlight Drive Extension, despite the dispute over title and the need to resolve whether the County could transfer any interest (Order, pp. 12-13).

The Amended Order corrects this by reserving title determination for a future § 57-9-20 petition, ensuring abutting owners' rights are protected (Findings of Fact ¶ 5; Conclusions of Law ¶ C; Relief Granted ¶ 6). This aligns with *Hoogenboom* and addresses the ownership issue.

VIII. Reliance on Unpublished Case (Motion Ground 13)

The Order cited an unpublished Court of Appeals decision (*Milton P. Demetre Family L.P. v. Beckmann*, 2009-UP-029) for maintenance as evidence of acceptance (Order, p. 10), violating Rule 268(d)(2), SCACR. The Amended Order avoids citing unpublished cases, relying solely on published authorities like *Hesel* and *Baugus* (Conclusions of Law ¶ A(2)), correcting this procedural error.

CONCLUSION

The Order's errors—omitting evidence of County maintenance, public use, and Plaintiff's chain of title; misrelying on Dinkins and Easton's purported closure; misapplying acceptance principles; upholding an invalid quit-claim deed; and failing to address ownership—undermined its conclusions. The Amended Order (Exhibit A) corrects these by recognizing the clear and convincing evidence establishing Moonlight Drive Extension as a public road, voiding the quit-claim deed and Ordinance No. 07-15, and mandating a § 57-9-10 closure process to determine title. This ensures due process for Plaintiff and compliance with South Carolina law.

Respectfully submitted,

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Attorneys for Plaintiff

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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.	)	DEFENDANTS, SALUDA COUNTY AND
	)	SALUDA COUNTY COUNCIL’S,
SALUDA COUNTY, SALUDA COUNTY	)	PRETRIAL BRIEF
COUNCIL, RHONDA W. BROWNING,	)	
AND FIRST COMMUNITY BANK,	)	
	)	
Defendant.	)	
	)	
	)	
	)	
	)	

Comes now defendants, Saluda County and Saluda County Council (together, “Saluda County” or the “County”), by and through undersigned counsel of record, and pursuant to Rule 16(c), SCRCP, submit this brief in advance of the December 10, 2024, non-jury trial setting.

I. INTRODUCTION

As previously noted, this is a property boundary dispute between neighbors, Plaintiff Jan H. Bryan and Defendant Rhonda W. Browning, who have quiet title actions pending against one another. Saluda County does not and has never claimed to have a fee simple or right of way interest in the land at issue. Likewise, the chain-of-title documents to be exhibited at trial do not reflect such an interest.

Saluda County has been named as a defendant in this suit because Ms. Bryan contends a public roadway, identified interchangeably as “Moonlight Drive Extension” or “Moonlight Lane Extension” for the purpose of this litigation, runs between her property and Ms. Browning’s property and that Saluda County or Ms. Browning should have closed this road using the procedure

set forth in the Section 57-9-10, *et seq.*, of the of the South Carolina Code of Laws 1976, as amended (the “Road Closure Statute”).

Based on the evidence produced during the course of this matter, Saluda County contends Moonlight Drive Extension was never dedicated and accepted in the Saluda County’s system or roads. Moreover, to the extent the roadway was ever a public county road, it was closed pursuant to the authority given to it by South Carolina Code Annotated Section 57-17-10.

This is not a case of liability against Saluda County. There is no private right of action arising under the Road Closure Statute, and Ms. Bryan has not alleged as much. Moreover, Saluda County does not have an interest in the property at issue and its actions did not impact Ms. Bryan’s ability to petition a court of competent jurisdiction for closure of Moonlight Drive Extension if she believes that to be the course of action necessary in order to resolve her boundary dispute with Ms. Browning. For this reason, Saluda County intends to be present and participate in the trial. However, its arguments are primarily legal, and the proof presented on behalf of Saluda County is primarily meant to aid the parties and the Court in understanding the facts giving rise to this litigation.

II. STATEMENT OF FACT

A large portion of Moonlight Drive Extension is in an area shown on a plat filed by the developer of Lake Murray Shores in 1950 (“1950 Plat”) as “fringe property” lying along Lake Murray, outside the development depicted on the plat. 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 into its road system. Moreover, the County never treated the strip of land identified as Moonlight Drive Extension as a public road by maintaining it. Further, at some point in time, Wiley Easton obtained a court order allowing him, as the owner of 145 Moonlight Lane, to fence Moonlight Lane Extended and utilize it for his personal use, indicating that if that strip of land had at one point been a public road, at that point it was judicially closed. Thus, the strip of land identified as Moonlight Drive Extension is not a public road that can be closed via the Road Closure Statute, and Plaintiff has not and cannot present evidence creating a reasonable inference to the contrary.

III. FACTS ON CONTROVERSY

The parties dispute whether Moonlight Drive Extension was identified as a public roadway in the 1950 Plat and, for that reason, was accepted as such by the County when the plat was recorded.

The parties further dispute that Saluda County accepted the road through maintenance.

The parties dispute whether Saluda County effectively closed whatever public roadway may have existed when conveying a 30-foot strip of it to Ms. Browning via quitclaim deed.

IV. LEGAL ISSUES INVOLVED/POSITION OF SALUDA COUNTY

As previously noted, this is a property boundary dispute between neighbors, Plaintiff Jan H. Bryan and Defendant Rhonda W. Browning, who have quiet title actions pending against one another. Saluda County does not and has never claimed to have a fee simple or right of way interest in the land at issue. Likewise, the chain-of-title documents to be exhibited at trial do not reflect such an interest.

Saluda County has instead been named in this suit due to the issuance of a quit claim deed to Ms. Browning, dated September 21, 2015, conveying:

That certain 30-foot road being an extension of Moonlight Drive formerly Greenwood Street, located in Lake Murray Shores, Section 1, County of Saluda,

State of South Carolina and bounded generally now or formerly, on the West by lot of Jan H. Bryan, being known as Saluda County Tax Map. No. 206-26-01-079 on the South where it dead ends into the lot of Rhonda W. Browning; on the East by the lot of Rhonda W. Browning and by lot of Barbara Blymyer, Trustee, being known as Saluda County Tax Man. No. 206-26-01-334; and on the North by the remaining portion of Moon Light Drive.

(See Quit Claim Deed, dated Sept. 21, 2015, recorded Sept. 22, 2025, in the Office of the Saluda County Clerk of Court in Book 1088, Page 52).

Ms. Bryan alleges the “road” described in the quitclaim deed is part of Moonlight Lane Extension, a public roadway running between her property and Ms. Browning’s property, and Ms. Bryan asks for a declaratory judgment confirming this. (Complaint, ¶ 34). Ms. Browning additionally asks this Court to declare the quitclaim deed void because the Saluda County Council lacked authority to transfer title. (Complaint, ¶ 34). In the event the Court finds Moonlight Drive Extension is, indeed, a public road, Ms. Bryan asks the Court to require either the County or Ms. Browning to close the road following the procedures set forth in the “Road Closure Statute and determine who, upon closure of that road, should take title to the property. (Complaint, ¶ 37). Ms. Bryan requests title to half. (Complaint, ¶ 38).

Again, Saluda County does not have an interest in Moonlight Drive Extension and, per the chain-of-title documents, it never has had an interest in Moonlight Lane Extension. Whatever interest Saluda County may have had in the 30-foot strip of land was conveyed to Ms. Browning via the quit claim deed, even if that interest was merely an old right-of-way. *See Milton P. Demetre Fam. Ltd. P’ship v. Beckmann*, 413 S.C. 38, 55, 773 S.E.2d 596, 605 (Ct. App. 2014) (“[a] quitclaim deed does not guarantee the quality of title, but only conveys that which the grantor may lawfully convey.” Such a road conveyance by a county government is appropriate per South Carolina Code Annotated Section 57-17-10, which states, in pertinent part, “[t]he county supervisor and governing body of the county may order the laying out and repairing of public roads

where necessary, designate where bridges, ferries or fords shall be made, discontinue such roads, bridges and ferries as shall be found useless and alter roads so as to make them more useful.” S.C. Code Ann. § 57-17-10.

For these reasons, Saluda County asserts the land conveyed to Ms. Browning is not a public roadway. While this is not a case of liability against Saluda County, it further contents it acted properly and within the authority given to it by the General Assembly of the State of South Carolina when transferring any interest it has in Moonlight Lane Extension through a quit claim deed authorized by the Saluda County Council via ordinance. See *DeTreville v. Groover*, 219 S.C. 313, 329, 65 S.E.2d 232, 240 (1951) (“it is not the function of the courts to pass upon the wisdom or expediency of municipal ordinances or regulations”). Additionally, based on the caselaw relied on by Ms. Bryan, to the extent the Court finds that per the 1950 Plat, the 30-foot strip conveyed to Ms. Browning by Saluda County is still open to the public, that piece of land is privately owned by the original developer and was never a roadway in need of closing.

V. WITNESSES AND EXHIBITS

Due to the limited role of Saluda County, its only witnesses will be Mr. Billie Corley, former Superintendent of Saluda County Roads and Bridges, and Ms. Amanda Rowe, Assistant Superintendent of Saluda County Roads and Bridges. Saluda County has already disclosed its intent to call these witnesses to opposing counsel. Saluda County will rely on the exhibits to Mr.

Corley's deposition, as he is a deceased and unavailable witness, and those exhibits already disclosed on behalf of Ms. Bryan and Ms. Browning.

Respectfully submitted,

/s/ Virginia P. Bozeman

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ATTORNEYS FOR DEFENDANTS, SALUDA
COUNTY AND SALUDA COUNTY COUNCIL

December 10, 2024

Columbia, South Carolina

Case No. 2021-CP-41-00032

Jan H. Bryan 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

DEFENDANT BROWNING'S
TRIAL EXHIBIT LIST
12/6/2024

Exhibit Reference #	Description of Document
JOINT	JOINT EXHIBIT LIST
	JOINT EXHIBITS: BROWNING CHAIN OF TITLE
Joint Exh 1	Deed dated April 30, 1951, from Curtis L. and Lillian M. Jones doing business as The Lakeside Company, conveying 1950 Subdivision Plat Lot 1 to Maye W. Sessions
Joint Exh 2	Deed dated May 5, 1954, from Curtis L. and Lillian M. Jones doing business as The Lakeside Company, conveying 1950 Subdivision Plat Lot 1 to Maye W. Sessions
Joint Exh 3	Deed dated January 24, 1963, from SCE&G conveying a 2.14 acre tract to Maye W. Sessions
Joint Exh 4	Deed dated November 18, 1987, from Maye W. Sessions to George and Camilla Doss, conveying .72 acre tract, a portion of 1950 Subdivision Plat Lot 1, shown on the 1974 Weed plat
Joint Exh 5	Deed dated September 23, 1993, from George Doss conveying his interest in the 1974 Weed Plat .72 acre tract to Camilla Doss
Joint Exh 6	Deed dated August 22, 2007, from Camilla Doss, then known as Camilla Spencer, conveying the 1974 Weed Plat .72 acre tract to Rhonda Browning
Joint Exh 7	Quit claim deed dated September 21, 2015, from Saluda County conveying a portion of the disputed area to Rhonda Browning
Joint Exh 8	1950 Subdivision plat (Lot 1)
Joint Exh 9	Partial plat of Lands of Mrs. Eugenia Derrick, Drawing # 516-96, dated September 21, 1962, attached and referred to in 1963 deed from SCE&G to Maye Sessions
Joint Exh 10	1974 Weed Plat
Joint Exh 11	1987 Cox and Dinkins Plat showing .72 acre tract

Joint Exh 12 2007 Whestone Plat showing .72 acre tract, referred to in August 22, 2007 deed from Camilla Doss/Spencer to Rhonda Browning

JOINT EXHIBITS: BRYAN CHAIN OF TITLE

Joint Exh 13 Deed dated September 1, 1951 from Curtis and Lillian Jones, doing business as The Lakeside Company, conveying lots 79 and 80 to Lonnie and Berth Mae Goodwin

Joint Exh 14 Deed dated November 9, 1960 from Lonnie and Bertha Mae Goodwin conveying lot 79 to Wiley Easton

Joint Exh 15 Deed dated June 26, 1961 from SCE&G conveying a .19 acre tract to Wiley Easton

Joint Exh 16 Deed dated August 31, 1962 from SCE&G conveying a .20 acre tract to Lonnie and Bertha Mae Goodwin

Joint Exh 17 Deed dated February 14, 1963 from Lonnie and Bertha Mae Goodwin conveying lot 79 to Wiley Easton

Joint Exh 18 Deed dated December 7, 1987 from Wiley Easton conveying lots 79 and 00 to Jan H. Bryan

Joint Exh 19 Partial Plat of lands of J. W. Frazier, Drawing #516-96 dated April 20, 1961, referred to in Deed dated June 26, 1961

Joint Exh 20 Partial Plat of lands of J. W. Frazier, Drawing #516-96, dated April 18, 1962, referred to in August 21, 1962 deed

Joint Exh 21 Plat of November 30, 1987 - Lots 69 and 70, and .19 and .20 acre tracts

END OF JOINT EXHIBITS

DEFENDANT BROWNING EXHIBIT LIST

Browning
Exh 1 Tax Map aerial (Doc 0074)

Browning
Exh 2 Photo (0036)

Browning
Exh 3 Doc DepoExh 9 | Attorney Statement dated 12-22-2001 with Bryan note

Browning
Exh 4 Photo (0001)

Browning Exh 5	Photo (0002)
Browning Exh 6	Photo (0004)
Browning Exh 7	Photo (0006)
Browning Exh 8	Photo
Browning Exh 9	Photo
Browning Exh 10	Photo
Browning Exh 11	Photo
Browning Exh 12	Photo
Browning Exh 13	Photo (0010)
Browning Exh 14	Portion of 1966 tax map showing Lot 1 (from Gene Dinkins file)
Browning Exh 15	Portion of subdivision plat showing Lot 1 (from Gene Dinkins file)
Browning Exh 16	Note 8-26-1988 (from Gene Dinkins file)
Browning Exh 17	Letter 5-1-1990 from Doss to Dinkins (from Gene Dinkins file)
Browning Exh 18	1987 Doss Plat by Cox and Dinkins (from Gene Dinkins file)
Browning Exh 19	Bryan Plat (from Gene Dinkins file)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SALUDA

Case No. 2021-CP-41-00032

Jan H. Bryan,

Plaintiff,

vs.

**PRETRIAL BRIEF 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.

Under Rule 16(c), SCRCP, Defendant, Rhonda W. Browning (“Browning”), respectfully submits the following Pretrial Brief.

INTRODUCTION

Plaintiff (“Bryan”) first claimed she owned part of Browning’s property under two theories. Bryan abandoned her prescriptive easement theory when Browning’s motion for summary judgment was heard last year.

Plaintiff’s remaining claim alleges part of a road, hereafter referred to as Moonlight Lane Extended, shown on a 1950 subdivision plat, was dedicated to Saluda County as a public road. Bryan asserts Moonlight Lane Extended was improperly incorporated into Browning’s property without the South Carolina statutory public road closing process being undertaken. Bryan seeks a declaration that Moonlight Lane Extended is a public road, and, if it were closed under South Carolina’s road closing statutes, she would be entitled to one-half, or fifteen feet, of the fee simple interest in the roadbed underneath Moonlight Lane Extended’s alleged thirty-foot right-of-way.

This would deprive Browning of a fifteen by two-hundred and twenty-three-foot section of her property running from Moonlight Lane Extended's alleged northern boundary to the 360-foot contour line of Lake Murray.

Bryan's property has never been her permanent residence. In years past, she used the house on the property as a vacation home. Bryan's lot fronts on a public road so she does not need any part of Browning's property to access her property.

Browning's property is her home, and the part of Browning's property Bryan claims is hers includes Browning's only access to her property. If Bryan succeeds in her claim, Browning will lose the only legal and physical access she has to her property and her home.

THE PROPERTIES

The Browning and Bryan property lay side-by-side. As originally laid out on the 1950 subdivision plat, neither property touched the waters of Lake Murray. Predecessors-in-title to Browning and Bryan bought the fringe property lying between the originally configured Browning and Bryan properties so that both now front on Lake Murray.

Browning's property is a .72-acre tract, which was part of the 1950 subdivision plat Lot 1, plus part of the fringe property added in 1963. Bryan's property consists of the 1950 subdivision plat Lots 79 and 80, and the added fringe property.

UNDISPUTED FACTS

The respective chains-of-title to Plaintiff's property and Browning's are not in dispute. Saluda County does not dispute that it holds only a right-of-way interest in any county public road and that it does not own the fee simple interest in any county road roadbed.

DISPUTED FACTS OR ISSUES

Bryan claims there was an express or implied public dedication of Moonlight Lane Extended.

Browning and Saluda County dispute Moonlight Lane Extended was dedicated as a public road or that it ever maintained Moonlight Lane Extended or did any other act giving rise to an implied public dedication.

Bryan claims the expressly or impliedly publicly dedicated Moonlight Lane Extended ran all the way to the 360-foot Lake Murray contour line. Browning disputes this and asserts that if there was a public dedication of Moonlight Lane Extended, Moonlight Lane Extended consisted of the property described in the 2015 quit claim deed to her from Saluda County.

Bryan claims she is entitled to one-half of the fee simple interest of the Moonlight Lane Extended roadbed. Browning disputes this because, assuming there was a public dedication of Moonlight Lane Extended, all that was dedicated was a right-of-way interest which, under South Carolina law, Saluda County had the right to abandon and did so by quit claiming its right-of-way interest in Moonlight Lane Extended to Browning.

PLEADINGS

Bryan pleaded two causes of action and has abandoned one – her prescriptive easement claim. Regarding her remaining claim, Bryan seeks a declaratory judgment that Moonlight Lane Extended is a public road, that the quit claim deed from Saluda County to Browning is void, and that should Moonlight Lane Extended be determined to be a public road, Bryan be granted title to “half of the full public road....”

Saluda County generally denied Bryan’s allegations in her complaint and asserted affirmative defenses sounding in laches, waiver, estoppel, unclean hands and acquiescence.

Browning generally denied Bryan's allegations in her complaint and asserted affirmative defenses sounding in the applicable limitations period, laches, waiver, estoppel and acquiescence.

Browning also asserted a crossclaim and counterclaim seeking a declaratory judgment that she owns her .72 acre tract and Moonlight Lane Extended in fee simple absolute.

BROWNING'S ARGUMENT

A. Even if Moonlight Lane Extended is a county road, Bryan can acquire no interest in the Moonlight Lane Extended roadbed.

Bryan claims that if Moonlight Lane Extended, as a public county road, was closed under S.C. Code §§ 57-9-10 and 20, she would be entitled to a declaration she owns the fee simple interest in part of Moonlight Lane Extended measuring from her property line to the centerline of the approximate 30 foot width of Moonlight Lane Extended, or about 15 feet, and running about 221 from the southwest corner of Browning's property to the 360 foot contour line of Lake Murray.

Even if Moonlight Lane Extended was a county road, Bryan's claim must fail because the County did not own a fee simple interest in the roadbed of any part of Moonlight Lane Extended.

Ordinarily, when a street is laid out, the public acquires a mere right of passage¹ over the land, with fee simple title remaining as it was before the street was laid out. In such cases, when the public right of way ceases to exist, the fee simple is no longer burdened with the public right of passage and the private owner of the fee holds an unencumbered title to the land.

Hoogenboom v. City of Beaufort, 315 S.C. 306, 318, 433 S.E.2d 875, 882 - 84 (Ct. App. 1992).

There are instances, however, where a municipality may own the fee simple interest to the roadbed under a public street, rather than an adjacent property owner.

¹ "The term 'right of way' sometimes is used to describe a right belonging to a party to pass over land of another.... As used with reference to a right to pass over another's land, it is only an easement ... with the owner of the soil retaining the rights and benefits of ownership consistent with an easement." Blacks Law Dictionary, Fifth Ed. at 1191 (1979).

A statute giving the municipality the right to lay out streets may provide for the vesting of the fee in the municipality. ... If it does so provide, the taking of the property for a street divests the private owner of the fee simple interest and places it in the municipality. To determine the rule applicable to a particular case, *the court must look to the law in effect at the time the street was laid out.*

Id. at 315, 433 S.E.2d at 882, citations omitted, emphasis added.

When the 1950 subdivision plat was recorded, South Carolina's 1942 code was in force. Section 5813 of the 1942 code said, "[t]he county board of commissioners ... may obtain the *right-of-way* for public roads...." Addressing the county commissioners' eminent domain powers over private property for the acquisition of public roads, this section said, "[t]he county board of commissioners acquiring such *right-of-way* shall give ten days' notice ... of their intention to condemn and establish such *right-of-way*." Subsection 2 of this section, also addressing the eminent domain powers of the county commissioners said, "[i]n assessing compensation ... for *rights-of-way*, only the actual value of the land to be taken ... shall be considered and due allowance shall be made for any special benefit which may accrue to the owner, including the value of the old road, if the same revert to such owner."

Unlike the City of Beaufort in *Hoogenboom*, when the 1950 Subdivision Plat was recorded, South Carolina law provided that what a county acquired when it opened a public county road was a right-of-way over the roadbed, not the roadbed's fee simple interest.

That the County's interest in any part of Moonlight Lane Extended is a right-of-way interest and not a fee simple interest will be confirmed by the testimony of the County's Rule 30(b)(6), SCRCF, deponent and the deposition of the deceased former Saluda County Road and Bridge Superintendent, Billy Corley. Both say the County's interest in all its public roads is only a right-of-way interest and not a fee simple interest.

Therefore, if any part or all of Bryan's claimed Moonlight Lane Extended were to be closed under §§ 57-9-10 and 20, the fee simple ownership of the underlying roadbed would not change, it would remain in whoever owned that fee simple title at the time of the recording of the 1950 subdivision plat. Whoever that might be, it is not Bryan. "Section 57-9-20 does not grant the court power to divest the fee simple owner of [the roadbed under a closed road] of title." *Hoogenboom* at 318, 433 S.E.2d at 884.

Bryan's claim to a fee simple interest in part of Moonlight Lane Extended must fail.

B. If Moonlight Lane Extended was a county road, it extended only about 50 feet into Browning's property and never extended all the way to the 360 foot Lake Murray contour line.

Bryan bases her claim of a public dedication of Moonlight Lane Extended on the 1950 subdivision plat.

Browning's .72-acre lot was part of the 1950 subdivision plat Lot 1. Lot 1 did not touch the waters of Lake Murray. Only when SCE&G in 1963 conveyed 2.14 acres of fringe property lying between Lot 1 and Lake Murray did Lot 1 become lake front property. Likewise, Bryan's subdivision Lots 79 and 80 did not touch the waters of Lake Murray and only became lakefront property with the purchase from SCE&G of the fringe property lying between 1950 subdivision plat Lots 79 and 80 and Lake Murray.

The owners of the property shown on the 1950 subdivision plat could not dedicate property they did not own to public use. Those owners never owned the fringe property lying between Lot 1 and the waters of Lake Murray. Therefore, the part of Moonlight Lane Extended extending beyond the 50-foot Moonlight Lane Extended intrusion into Browning's property and running to the 360-foot contour line of Lake Murray, i.e. the fringe property bought by Browning's

predecessor-in-interest in 1963, was never part of the allegedly publicly dedicated Moonlight Lane Extended. Bryan's claim to that part of Moonlight Lane Extended must fail.

C. Bryan's claim to the part of Moonlight Lane Extended the County quit claimed to Browning also fails.

Because the County never owned the fee simple interest in the roadbed of Moonlight Lane Extended, even if Moonlight Lane Extended was a publicly dedicated county road, its closing would not entitle Bryan to the fee simple interest of the Moonlight Lane Extended roadbed.

The County's only interest, to the extent it ever had one, was, at most, a right-of-way interest that the County quit claimed to Browning in 2015, which the County had every right to do.

S.C. Code Ann. § 57-17-10 provides:

... The county supervisor and governing body of the county may order the laying out and repairing of public roads where necessary, designate where bridges, ferries or fords shall be made, *discontinue such roads, bridges and ferries as shall be found useless* and alter roads so as to make them more useful.²

This is what the County did when it quit claimed Moonlight Lane Extended to Browning in 2015. The County had the right and power to do so and Bryan has no basis to complain about the County's actions. *Cf.* Attn. Gen. Op., Sept. 4, 1997, "...[T]he county governing body possesses the authority to discontinue a county road.... State law also empowers the county governing body to abandon or discontinue a county road so long as such is for the benefit of the public and not solely for a private individual."

² Further, §§ 57-9-10 and 57-9-20 are not the only ways in which a county may abandon a county road. Section 57-9-40 says, "[t]his chapter [§§ 57-9-10, 57-9-20, 57-9-30 and 57-9-40] shall not be construed to repeal any other provision of law but shall be cumulative thereto."

The only interest the County had in Moonlight Lane Extended was a right-of-way over the roadbed which, viewing the evidence in the light most favorable to Bryan, the County, wishing to be relieved of any further maintenance responsibilities, abandoned to Browning.

Bryan's claims are also barred by the applicable limitations period and laches.

The evidence will show that as far back as 1988, Bryan was making claims to a portion of Moonlight Lane Extended.

The evidence will also show that since approximately 2009, Browning has exercised possession and control over Moonlight Lane Extended.

S.C. Code Ann. § 15-3-340 says that “[n]o action for the recovery of real property or the recovery of the possession of real property may be maintained unless it appears the plaintiff, his ancestor, predecessor, or grantor, was seized or possessed of the premises in question within ten years before the commencement of the action.”

Bryan has never been in possession of Moonlight Lane Extended. Her claim must fail.

Laches is the “neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.” *Hallums v. Hallums*, 296 S.C. 195, 198, 371 S.E.2d 525, 527 (1988). “Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights.” *Chambers of S.C., Inc. v. County Council for Lee County*, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993). The party seeking to establish laches must show: (1) a delay, (2) that was unreasonable under the circumstances, and (3) prejudice. *Hallums*, 296 S.C. at 199, 371 S.E.2d at 528.

The evidence will show that as far back as 1988, Bryan was claiming that Moonlight Lane Extended was a public road and that she was entitled to a portion of Moonlight Lane Extended. Browning bought her property in 2007. Beginning in 2009 and continuing today, Browning has spent thousands of dollars clearing the area claimed by Bryan and constructing a driveway in that area to provide legal and practical access to her home. Bryan did nothing to try to enforce her claim to Moonlight Lane Extended for at least 33 years. Bryan's delay is unreasonable and prejudicial to Browning. Bryan's claim must fail.

EXHIBITS and WITNESSES

Attached is an exhibit list, which includes the title documents for the Bryan and Browning properties which the parties propose to submit as joint exhibits.

Browning will testify in her case-in-chief, as will Gene Dinkins, an engineer and land surveyor.

SETTLEMENT

This case was mediated without success.

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