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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.

REPLY BRIEF OF APPELLANT

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ARGUMENT

Respondents' briefs present a fundamentally flawed narrative of the status of the disputed roadway ("Moonlight Drive Extension" or "the Disputed Property"). They attempt to downplay clear evidence of public dedication, deny or mischaracterize evidence of public use and acceptance, and defend the County's quitclaim deed, executed without the judicial road-closure proceeding mandated by S.C. Code Ann. § 57-9-10. Respondents do not dispute that the 1950 plat depicts a roadway between Lot 80 and Lot 1. Rather, their arguments focus on whether the depiction amounted to a final dedication, especially regarding the fringe land—and whether acceptance took place; however, the record contradicts these claims. Simultaneously, the County asserts it legally conveyed the road by quitclaim deed without a judicial abandonment, despite the plain requirement of South Carolina's road closure statute.

This Reply Brief directly addresses and rebuts the Respondents' arguments, distinguishes their characterizations of fact and law, and highlights the key concessions they have made that support Ms. Bryan's position. It reinforces the central arguments advanced in Ms. Bryan's opening brief: first, that Moonlight Drive Extension was validly dedicated to public use—through the recorded 1950 subdivision plat and the subsequent deeds—and was impliedly accepted by longstanding public use and official actions; second, that Saluda County's own inconsistent positions over the years confirm the road's public character and underscore the necessity of following a lawful road-closing process; and third, that the County's 2015 quitclaim deed to Browning represented an improper attempt to bypass South Carolina's statutory road-closing requirements and is therefore void or without legal effect.

I. Respondents' Arguments Fail as a Matter of Law and Record Evidence.

Respondents advance four principal arguments to avoid the conclusion that Moonlight Drive Extension is a public road: (1) that no valid dedication occurred, particularly over the

lakefront "fringe" land; (2) that no public or County acceptance ever took place; (3) that Saluda County lawfully conveyed the roadway to Ms. Browning by quitclaim deed without a judicial road-closure proceeding; and (4) that the County's prior references to the road as a right-of-way are irrelevant or mistaken. Each contention is unsupported by South Carolina law and contradicted by the record.

First, Respondents' attempt to deny dedication mischaracterizes both the subdivision plat and the title history. The 1950 Lake Murray Shores Plat depicts a roadway—originally Greenwood Street—running between Lot 80 and Lot 1 and extending to Lake Murray. (JE 8, R. p. 648). By selling lots with reference to that plat, the developer effected a positive and unmistakable dedication of the roadway for public use. Respondents effectively concede that at least the platted portion was intended as a street, and their effort to sever the final lakefront segment fails in light of subsequent deeds and plats acknowledging the entire corridor as a public road. Recorded instruments—including SCE&G's own deed describing a boundary "by a public road" (JE 16, R. p. 659) and Ms. Bryan's recorded survey labeling Moonlight Drive Extension as a "public road (30' r/w)" (JE 21, R. p. 668) —confirm that the dedication extended to the water's edge.

Second, Respondents' assertion that the road was never accepted ignores the settled principle that acceptance may be implied by public use or official recognition. The record contains extensive evidence of long-standing public use of Moonlight Drive Extension for lake access, as well as repeated acknowledgments by Saluda County treating the strip as a right-of-way. Most notably, in 2014 the County advised Ms. Browning that obstructions on Moonlight Drive Extension required a formal road-closure action—an instruction that presupposes the road's public status. The County's own 2015 ordinance further acknowledged that Moonlight Drive Extension

had, at one time, been maintained by the County. Temporary disuse, informal barriers, or gaps in modern maintenance records do not negate acceptance once dedication has occurred.

Third, Respondents' defense of the 2015 quitclaim deed rests on a misreading of South Carolina's road-closure statutes. *See* S.C. Code Ann. § 57-9-10*, et seq*. These statutes provide the mandatory procedure for extinguishing a public road, requiring notice and a judicial determination of abandonment. No such proceeding ever occurred here. A county ordinance or quitclaim deed cannot unilaterally divest the public of its easement of travel. Even the County's own witnesses acknowledged that road closures are ordinarily accomplished through court proceedings and that no such order exists for Moonlight Drive Extension. If the road was public, the deed was *ultra vires* and ineffective; if it was private, the deed conveyed nothing. Either way, it cannot defeat the public's rights or Ms. Bryan's easement.

Finally, Respondents' attempt to dismiss the County's prior treatment of the road as irrelevant fails. For years, Saluda County regulated use of Moonlight Drive Extension, referred to it as a right-of-way, and directed Ms. Browning to pursue a formal closure. Only later—through a behind-the-scenes deed transaction—did the County reverse course. This inconsistent conduct undermines Respondents' credibility and supports application of equitable estoppel. The County cannot treat a roadway as public when convenient and disclaim it when litigation arises, particularly where adjacent landowners relied on the road's continued existence.

For these reasons, Respondents' arguments collapse under both the law and the record. The detailed discussion that follows demonstrates that Moonlight Drive Extension was dedicated, accepted, never lawfully closed, and improperly conveyed.

II. Moonlight Drive Extension was Dedicated by Plat and Deeds.

The disputed roadway was clearly dedicated to public use by the original subdivision plat and by subsequent deeds, extending to the lakeshore. Respondents argue no valid dedication occurred because the Lake Murray Shores developers didn't own the "fringe" strip at the water's edge, and thus could not dedicate it, and because SCE&G (which previously owned the fringe) never intended a public road there. This argument ignores the combined force of the 1950 Lake Murray Shores Plat and the property's chain of title, which together show an unequivocal intent to provide a public roadway to the lake.

On the 1950 plat, the area now called Moonlight Drive Extension appears as part of a platted street (originally named "Greenwood Street") that runs between Lot 80 and Lot 1 and terminates at the lake's edge. (JE 8, R. p. 648). There is no indication on the plat of any break or private reservation at the shoreline—to the contrary, the street is drawn to the lake, reflecting the developer's intent to dedicate a lake access road for the benefit of lot owners and the public. Under South Carolina law, selling lots with reference to such a plat dedicates the streets to public use, and purchasers acquire an easement in those streets. (*See* Appellant's Initial Brief at pp. 17, discussing *Mack v. Edens*, 320 S.C. 236, 241–42, 464 S.E.2d 124, 127–28 (Ct. App. 1995)). Here, both Ms. Bryan's and Ms. Browning's tracts were conveyed by deeds referring to the 1950 plat and later surveys, so the dedication of Moonlight Drive (Extended) extends to them.

Even if the 1950 plat did not directly dedicate the fringe segment (because the developer lacked fee title), SCE&G—which *did* own the fringe—expressly acknowledged the road's public character when it conveyed adjacent parcels 'bounded on the east by a public road' (JE 16, R. p. 659) (JE 21, R. p. 668). A fee owner's acknowledgment in a recorded deed or plat that an adjoining strip indicates an intent to dedicate and is binding on successors. *See Mack v. Eden*s, 320 S.C. 236,

464 S.E.2d 124 (Ct. App. 1995); *Glenn v. Woodworth*, 197 S.C. 56, 14 S.E.2d 555 (1941) (recitals in the deed recognizing public rights are a dedication). In 1962, SCE&G conveyed a small tract to Ms. Bryan's predecessor (JE 16, R. p. 659), describing the piece as bounded "on the east by a public road" – i.e., the extension of Greenwood Street (Moonlight Drive) adjacent to the lakefront . SCE&G thus acknowledged the road's public character on the fringe strip, despite holding title to that strip. Moreover, in 1974, Browning's predecessor (Sessions) subdivided Lot 1 and the fringe area, and the resulting Session plat (1974) (JE 10, R. p. 650), and later Doss (1987) (JE 11, R. p. 651) and Browning (2007) (JE 12, R. p. 652) plats, each show the 30-foot wide road (variously labeled Greenwood Street or Moonlight Drive) running along the edge of the property. None of these plats depict the road as private property of the adjoining lot; all treat it as a separate corridor. Likewise, the 1987 plat recorded with Ms. Bryan's deed explicitly labels "Moonlight Drive Ext." as a "public road (30' r/w)" along her boundary (JE 21, R. p. 668). The entirety of the disputed strip was dedicated to public use, fulfilling the "offer" element of a public road dedication.

III. There Was Public Use and Implied Acceptance of the Road.

Respondents' claim that the road was never accepted by the public or county is refuted by substantial evidence of public use and by the County's own actions acknowledging the road. Acceptance of a dedicated road need not be formal; it can arise by public use over time or by other official recognition *Helsel v. N. Myrtle Beach*, 307 S.C. 24, 413 S.E.2d 821 (1992).

Here, while Respondents emphasize that the road does not appear in recent County maintenance records and was not maintained in modern times, The record demonstrates that Moonlight Drive Extension was used by the public and adjoining owners not merely for incidental recreation, but as a vehicular travel corridor to and from Lake Murray. Gregg Anderson testified that for many years he and others would drive down the road—via golf cart and automobile—to

access the lakeshore. (Tr. 10:15–23, R. p. 427; 11:1–9, R. p. 428). He observed vehicle ruts leading to the water's edge, confirming repeated automobile passage. (Tr. 21:15–20, R. p. 438). Wiley B. Easton, Jr. testified that after his father cleared the path in the 1970s, "people started using it" for lake access. (Tr. 27:21–28:20, R. p. 444-45). Ms. Bryan and her family used the road openly for vehicular access from 1987 onward: her son Tripp testified the Bryans would drive down the road to the lake, launch boats and jet skis, and hold gatherings there. (Tr. 99:1–13, R. p. 516; 101:1–9, R. p. 518; 122:9–21, R. p. 539). This is quintessential use of a road for ingress and egress—i.e., vehicular travel to a destination—not mere foot-traffic or trespass. Under South Carolina law, such open, notorious, and continuous vehicular use by the public over decades constitutes implied acceptance of a dedicated road. *Helsel v. N. Myrtle Beach*, 307 S.C. 24, 413 S.E.2d 821 (1992).

Most significantly, in July 2014, the County's Public Works Director sent a formal letter to Ms. Browning stating that the County had received a complaint about obstructions in "the right of way of Moonlight Drive Extension" and explicitly directing her to "begin an action to close that portion of Moonlight Drive" under the statutory road-closure procedure, or remove the trees. (Tr. 78:21–79:5, R. p. 495-96; Pl. Ex. 10, R. p. 807). Only a public road is subject to closure under Section 57-9-10. By directing Browning to that remedy, the County unequivocally acknowledged—in a formal, written communication by the official charged with managing county roads—that Moonlight Drive Extension was a public right-of-way. This contemporaneous admission by a party-opponent is dispositive.

Additionally, the 2015 County Ordinance 07-15 recites that "road access to the Browning property was exclusively through Moonlight Drive Extension," and that "at one time in its history Saluda County had maintained Moonlight Drive Extension but has not maintained it in recent

years." At trial, Ms. Rowe—speaking for the County—admitted the ordinance indeed contains that language. (Tr. 68:9–69:2, R. p. 485-86). The ordinance thus contains the County's legislative finding of past public maintenance, which aligns with Mr. Corley's 2009 email indicating the road's "original intent" was for public lake access.

Moreover, when Ms. Browning first lost her alternate access in 2008, the County did not disclaim interest, but rather allowed her to improve the road for her use—an odd step if the County truly believed the road was private. Internal County communications show that officials considered Moonlight Drive Extension to be a County easement: one email from Mr. Corley to the County Council Road Committee in 2009 explained that the "original intent was for that easement [Moonlight Drive Extension] to be used as a water access" for neighboring lot owners. (Pl. Ex. 6, R. p. 801). He noted that Browning had sought permission to use and plant trees along the "easement," and the County had granted it with conditions. These actions are consistent with the County managing a public right-of-way (by regulating its use), not a stance of private ownership.

In contrast to these substantial indicia of acceptance, Respondents point to the absence of the road from formal maintenance lists post-2007 and the presence of barriers as proof of non-acceptance. But a lapse in active maintenance does not equate to non-acceptance when other evidence shows the road was treated as public. Even Ms. Rowe acknowledged that before the County modernized its road system around 2007–08, it informally maintained many roads without formal documentation, and that older records were scarce. (Tr. 85:1–21, R. p. 502). In short, the trial court erred by focusing on the lack of recent maintenance and a hearsay account of a "chain" to conclude no acceptance, while ignoring compelling evidence to the contrary. The law does not require a formal resolution or uninterrupted maintenance to cement a public easement once

dedication has occurred; public use and government acknowledgement are enough, and both are present here.

Respondents repeat testimony that Mr. Easton, Sr. purportedly placed a chain across the road in the 1970s with a judge's permission. Even accepting that testimony as true (though no written order, docket entry, or contemporaneous record supports it), such informal permission—if it existed—would have been legally insufficient to close a public road. South Carolina requires notice, a petition, and a court order under Section 57-9-10 to extinguish a public easement. A verbal authorization to one landowner to place a private barrier, without notice to other interested parties (such as Ms. Bryan's predecessor) and without a recorded order, has no legal effect. Informal barriers do not defeat public rights. *See S.C. DOT v. Hinson Family Holdings, L.L.C.*, 361 S.C. 649, 606 S.E.2d 781 (2004) (public road status persists despite lack of maintenance). Thus, even if a judge in the 1970s informally acquiesced to a chain, that acquiescence did not—and could not—close the road or negate acceptance that had already occurred through public use.

IV. The Quitclaim Deed Was Improper and Statutory Road Closure Is Required.

Saluda County's 2015 quitclaim deed to Browning cannot extinguish the public's easement or Ms. Bryan's property rights in the road; only a proper Section 57-9-10 road closure could do that, and no such proceeding occurred. Respondents attempt to defend the deed by arguing that S.C. Code Section 57-9-10 is not exclusive and that the County had authority under other law (specifically, S.C. Code Ann. Section 57-17-10) to "discontinue" the road and convey it by ordinance. This argument fails on multiple levels.

First, it misinterprets the interaction of the statutes. Section 57-9-10 and the following sections provide the established method to abandon or close a public road, requiring notice and a court order. Section 57-9-40's statement that the statute is "cumulative" to other law does not

grant carte blanche to avoid the courts; it means that if other lawful authority exists (such as a purely internal relocation of a road right-of-way with the consent of all landowners, or a scenario where a road was never actually a public way), the statute doesn't bar it. But where, as here, a road has been treated as public, the safer and proper course is to follow Section 57-9-10.

Respondents cite a 1997 informal opinion of the South Carolina Attorney General to suggest that a county may quitclaim a road segment without judicial involvement. But that opinion addressed a fundamentally different scenario: a road that had already been abandoned by the State due to rerouting, and which had reverted to the county under Section 57-5-120. The opinion emphasized that such a quitclaim was appropriate only after the road had become "no longer useful or convenient to the public" and had been "legally discontinued" by the county. *See* S.C. Att'y Gen. Op., Sept. 4, 1997, at 5–6. Here, by contrast, Moonlight Drive Extension was never formally abandoned by the County, and the record shows it remained in use by adjacent landowners and the public for lake access well into the 2000s. The County's own 2014 letter to Ms. Browning acknowledged the road as a "right-of-way" and directed her to pursue a judicial closure under Section 57-9-10—an instruction that presupposes the road's public status. (Pl. Ex. 10, R. p. 807). The 1997 opinion does not authorize a county to bypass the statutory road-closure process where, as here, the road has not been formally abandoned and continues to serve a public function, and certainly cannot be deeded away for the sole benefit of a private individual.

Respondents' position is logically incoherent. They argue simultaneously that (1) the County never had any interest in the road (thus the deed conveyed nothing), and (2) the County properly exercised its authority to convey the road to Browning by deed. These positions are mutually exclusive. If (1) is true, Browning gained nothing from the deed. If (2) is true, the County held a public easement—and the law required a Section 57-9-10 proceeding to extinguish it. Either

way, the deed does not defeat Bryan's rights. In reality, the quitclaim deed was effective only to transfer whatever incidental title the County held (perhaps a naked fee underlying the easement) to Browning; it could not unilaterally extinguish the public's easement of travel. Here, the County's action by deed was an improper shortcut. Notably, when Ms. Browning recorded the quitclaim deed, she knew Ms. Bryan disputed the road's status (as evidenced by prior communications). Thus, Ms. Browning took the deed subject to the risk that it was invalid – a risk that has come to fruition in this litigation.

Finally, the public policy behind Section 57-9-10 strongly favors Ms. Bryan's position. Roads are not merely pieces of dirt; they often serve important community purposes and affect property values and access. That is why the law requires that those impacted – like Ms. Bryan – get their day in court before a road is closed. Had a proper petition been filed, Ms. Bryan would have shown (as she has in this case) the long history of public use and the harm a closure would cause her. The County's deed maneuver avoided that process, to Ms. Bryan's prejudice. Equity and law therefore demand that the deed not be given effect to terminate the road. As the trial court itself recognized, there was no court order closing Moonlight Drive Extension (R. p. 28-29). The deed, at most, transferred the County's technical title, but not the public's easement. The result is that Ms. Browning might hold title to the land encumbered by a public road easement – a scenario that only a proper court order can resolve. The appropriate remedy is to declare the quitclaim deed ineffective to extinguish public and appurtenant private rights and require any closure to proceed under Section 57-9-10 (with an opportunity for all parties to be heard).

Respondents effectively concede that if Moonlight Drive Extension was public, Section 57-9-10 would have been the proper process – so they focus on denying the road's public nature. Yet, their own evidence (the ordinance, the County letter, witness admissions) shows the

road was treated as public. They also cite *Martin v. Ragsdale*, 71 S.C. 67, 50 S.E. 671 (1905), and related cases to argue a quitclaim passes only whatever interest the grantor had. Appellants agrees—and here, the County had a public easement interest that could not be conveyed in derogation of the public's rights. The upshot is simple: if the road was public, the deed is ineffectual; if the road was private, the deed was unnecessary. Either way, Ms. Bryan and the public retain their rights unless a court says otherwise.

V. The County's Shifting Positions Corroborate the Road's Public Status and Confirm the Need for Judicial Process.

The County's inconsistent treatment of Moonlight Drive Extension over the years provides powerful corroboration that the road was, in fact, public—and underscores why South Carolina law requires an orderly judicial process to resolve disputes of this nature.

2008–2010 (Implicit Recognition of Public Status): These actions show the County treated the strip as subject to its regulatory authority, consistent with a public easement. When Ms. Browning purchased her property and initially had no direct access, she asked Saluda County about using the disputed strip. The County's response was not "you own it, do as you please," but rather an assurance that the County "had no interest" combined with permission for her to clear and use the route, provided she did not create any safety issues. (Pl. Ex 6, R. p. 801). In other words, County officials treated the matter as working within their discretion over a right-of-way. In 2010, Ms. Browning even sought approval to plant more trees "along the western border of Moonlight Drive Extended," and the County explicitly granted permission with the caveat to avoid blocking the road or creating visibility problems (Pl. Ex. 7, R. p. 802). These actions make sense only if the County believed the strip was subject to a public easement under its authority. Had the County truly considered the strip purely private, Ms. Browning would have needed no governmental permission to use or alter her own land.

The July 10, 2014 letter from Mr. Corley to Ms. Browning expresses a contemporaneous admission by the County that the road was public. (Pl. Ex. 10, R. p. 807). After Ms. Browning planted a row of trees in the disputed area (further obstructing it), the County received a complaint. In response, Mr. Corley sent the July 10, 2014 letter advising Browning to commence a court proceeding to close that portion of Moonlight Drive Extension (or remove her obstructions). This letter demonstrates the County's position at the time: it regarded the road as an open public right-of-way that could not be simply blocked or claimed by an adjacent owner without a formal judicial closure. Indeed, Ms. Browning heeded this by contacting an attorney, setting in motion the events that led to the quitclaim deed. Notably, the letter uses the term "right-of-way of Moonlight Lane," official terminology for public road property. Respondents cannot reconcile this with their current claim that the road was private all along; the letter is an express acknowledgment of the road's public status by the very officials tasked with managing county roads.

The ordinance recitals contradict the County's trial testimony and show the legislative body believed the road had been maintained—a finding the County cannot disavow in litigation. In mid-2015, Saluda County Council considered and passed Ordinance 07-15, which authorized conveying Moonlight Drive Extension to Ms. Browning by quitclaim deed. (Pl. Ex. 2, R. p. 778). In doing so, the County implicitly acknowledged it had a transferable interest in the road – again belying Respondents' litigation claim that the County had "no interest" at all. More glaring is that the Ordinance's preamble makes factual findings entirely at odds with Respondents' current story. It states that Moonlight Drive Extension was at one time maintained by the County and that Browning had since "assumed the maintenance." Ms. Rowe confirmed this language and admitted the ordinance was adopted by the County Council. (Tr. 68:3-14, R. p. 485; 69:1–20, R. p. 486). If those facts were wrong, the County had no business enacting the ordinance or deeding the road.

Moreover, at trial the County took the exact opposite position—that it never maintained the road. (Tr. 83:1–9, R. p. 500). This contradiction was laid bare when Ms. Rowe admitted that whoever handled the 2015 transaction (Council members, the County Attorney, etc.) apparently did not consult her department's records before declaring the County used to maintain the road. (Tr. 93:2–12, R. p. 510). Such an oversight is remarkable and undercuts the credibility of the County's trial position. While governmental estoppel is a difficult remedy, the County's shifting positions at minimum demonstrate that even its own officials were uncertain whether the road was public or private. That uncertainty is precisely why Section 57-9-10 requires a judicial determination, with notice to all affected parties, before a road can be closed. The County's attempt to bypass that process through a quitclaim deed—based on its own unilateral (and inconsistent) view of the facts—was *ultra vires*.

In sum, the County's inconsistent conduct—from tacitly honoring Moonlight Drive Extension as public, to secretly deeding it away—speaks volumes. It shows that even the County was uncertain of its authority, which is precisely why state law requires an orderly judicial process to resolve such questions. Respondents' rationalizations (that terms like "right-of-way" or "road closure" were used merely for convenience) cannot erase the paper trail of the County's prior stance. Rather, those rationalizations highlight that the only correct way to settle the road's status is to apply the law – which was not done here.

Respondents essentially concede that the County's ordinance and deed included statements about prior maintenance, but they ask the Court to ignore those as "not evidence." This is a tacit admission that the County's official actions conflict with their current claims. The proper remedy is not to ignore the inconsistency, but to resolve it by enforcing the rule of law (road closures via court order) and the long-standing public rights in the road.

CONCLUSION

The record, when viewed as a whole and under the correct legal principles, establishes that Moonlight Drive Extension is a public road and that Ms. Bryan, as an abutting owner who purchased her property with reference to a plat showing that road, has a legal right to its continued existence until a court of law orders otherwise. Dedication is proven by the subdivision plat and supporting deeds; acceptance is demonstrated by decades of public use and the County's own acknowledgments; and no lawful closure ever occurred. The Saluda County Council's 2015 quitclaim deed to Rhonda Browning was an *ultra vires* act that cannot substitute for the required judicial process. By attempting to transfer the road without court approval, the County exceeded its authority, and Ms. Browning's deed is at best a conveyance of a nominal interest that does not extinguish the public's rights or Ms. Bryan's easement.

Appellant Jan H. Bryan respectfully asks this Court to reverse the Circuit Court's order and to declare that Moonlight Drive Extension is a public road and part of the Lake Murray Shores subdivision's dedicated easements. The Court should further declare that the September 21, 2015, quitclaim deed from Saluda County to Rhonda W. Browning is ineffective to extinguish the public's easement or Appellant's appurtenant easement rights, and that Browning's title is subject to those easement interests. At a minimum, the portion of the circuit court's order upholding Browning's title to the Disputed Property should be reversed, and the case remanded with instructions to enter judgment protecting Ms. Bryan's easement rights and the public's right of access unless and until a proper road closure proceeding deems otherwise. This outcome respects long-standing South Carolina law, protects reliance interests, and prevents an unjust privatization of a community asset.

In the alternative, should the Court determine that the evidence of general public acceptance is insufficient to support a declaration of a full public road open to the general public,

the Court should at minimum hold that the 1950 plat and subsequent deeds created an appurtenant easement in favor of lots within the Lake Murray Shores subdivision (including Bryan's Lot 80) for vehicular access to Lake Murray via Moonlight Drive Extension. Such an easement, once created by plat, runs with the land and cannot be unilaterally extinguished by a county quitclaim deed to one adjoining owner. This narrower remedy would protect Bryan's core property interest—her right to use the road for lake access as contemplated when she purchased her property—while leaving for another day the question of broader public rights. *Cf. Mack v. Edens*, 320 S.C. 236, 241–42, 464 S.E.2d 124, 127–28 (Ct. App. 1995) (plat dedication creates easement for lot owners).

In conclusion, Respondents' own evidence confirms what Appellant has maintained from the start: Moonlight Drive Extension was a public road that Saluda County had to treat in accordance with the law. Because the County and Ms. Browning failed to do so, equity and law require that the road remain open for the benefit of Ms. Bryan and the public. The decision below should be reversed, and judgment entered for Appellant.

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CERTIFICATE OF COUNSEL

I certify that this Reply Brief of Appellant complies with Rule 211(b), SCACR.

Respectfully submitted,

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