THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
In the Court of Common Pleas

H. Steven DeBerry, IV, Circuit Court Judge

Appellate Case No. 2025-001553
Circuit Court Case No. 2022-CP-07-02351

Christina Olson Gecy, Trustee of the Battery Retreat Revocable Trust Dated May 28, 2021, and any Amendments thereto, ... Appellant,

v.

Integra Wharf at Battery Creek, LLC; B. McNeal Partnership, L.P.; Gasque & Associates, Inc.; and Fifth Third Bank National Association,..... Defendants,

of which

Integra Wharf at Battery Creek, LLC and Gasque & Associates, Inc. are the..... Respondents,

---

INITIAL BRIEF OF RESPONDENT GASQUE & ASSOCIATES, INC.

GORDON REES SCULLY MANSUKHANI

J. Patrick Norris (SC 78270)
E-mail: pnorris@grsm.com
Arden Y. Lowndes (SC 103220)
E-mail: alowndes@grsm.com
Nicholas Gex (102523)
E-mail: ngex@grsm.com
677 King Street, Suite 450
Charleston, SC 29403
Telephone: (843) 278-5900

Attorneys for Respondent Gasque & Associates, Inc.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Other Authorities

STATEMENT OF THE ISSUES ON APPEAL

I. **Whether the Circuit Court's order granting summary judgment to Respondent Gasque & Associates, Inc. must be affirmed because Appellant failed to appeal or otherwise challenge the independent grounds supporting summary judgment in Respondent's favor.**

II. **Whether the Circuit Court correctly granted summary judgment to Respondent on Appellant's claim for intentional interference with easement rights.**

III. **Whether the Circuit Court correctly granted summary judgment to Respondent on Appellant's civil conspiracy claim.**

IV. **Whether the Circuit Court correctly granted summary judgment to Respondent on Appellant's slander of title claim.**

STATEMENT OF THE CASE

Respondent Gasque & Associates, Inc. ("Respondent"), by and through undersigned counsel, submits this Response Brief to Appellant Christina Olson Gecy, Trustee of the Battery Retreat Revocable Trust Dated May 28, 2021, and Any Amendments Thereto's ("Appellant") opening brief appealing the Circuit Court's grant of summary judgment in favor of Respondent.

This matter arises out of the development and construction of a planned residential community (apartments) bordering the Belleview Bluff subdivision located within Beaufort County, South Carolina ("Apartment Property"). Located across from the Apartment Property along Battery Creek are seven subdivided lots, one of which, Lot 4 or 61 Belleview Bluff Road, was purchased by Appellant on or about May 28, 2021 ("Appellant Property"). Compl. ¶ 1.

This action was commenced on December 6, 2022, when Appellant filed a Summons and Complaint in the Beaufort County Court of Common Pleas. The action concerns alleged easement, property, and title-related claims arising from the development of the Apartment Property near Belleview Bluff in Beaufort County. The Complaint named Integra Wharf at Battery Creek, LLC

("Integra"), B. McNeal Partnership, L.P., Gasque & Associates, Inc., and Fifth Third Bank, N.A.[1] as defendants.

As filed, the Complaint asserted eight causes of action as to all below defendants: (1) declaratory relief regarding easements; (2) adverse possession of the border property; (3) permanent injunction; (4) intentional interference with easement rights; (5) trespass and violation of S.C. Code Ann. § 15-67-410; (6) nuisance; (7) civil conspiracy; and (8) slander of title. *See generally* Compl. Specifically as to Respondent, Appellant asserted claims for permanent injunction, intentional interference with easement rights, civil conspiracy, and slander of title. Compl. ¶¶ 73–80, 88–97. On January 19, 2024, Appellant and Respondent filed a joint motion to dismiss the permanent injunction claim against Respondent, and that claim was dismissed by consent order filed January 22, 2024. Thus, the claims remaining against Respondent, at the time of summary judgment, were for intentional interference with easement rights, civil conspiracy, and slander of title.

On December 17, 2024, Integra filed its motion for summary judgment. On February 12, 2025, Respondent likewise filed its motion for summary judgment. The hearing on the pending summary judgment motions was scheduled for May 20, 2025, before the Honorable H. Steven DeBerry, IV. Before the hearing, Appellant filed a motion to amend the Complaint on May 13, 2025, a motion for continuance on May 15, 2025, and an affidavit of Benjamin C. Gecy in opposition to the pending summary judgment motions on May 16, 2025. In response, on May 19, 2025, Integra filed a motion to strike portions of Appellant's affidavits.

Following oral argument, the Circuit Court denied Appellant's motion for continuance, granted Integra's motion to strike in part, and granted Integra partial summary judgment via order

[1] Fifth Third Bank, N.A. was later dismissed from the action by stipulation filed January 25, 2024.

filed July 2, 2025. *See* Order Denying Pl.'s Mot. for Continuance, Granting Integra's Mot. to Strike, and Granting Integra Partial Summ. J. (filed July 2, 2025) ("Integra Order"). The Circuit Court ruled, among other things, on Appellant's declaratory relief, permanent injunction, and intentional interference claims against Integra.

Also by order filed July 2, 2025, the Circuit Court granted Respondent's motion for summary judgment and dismissed the case with prejudice as to Respondent. Order Granting Def. Gasque & Assocs., Inc.'s Mot. for Summ. J. (filed July 2, 2025) ("Gasque Order"). The Circuit Court found, inter alia, that Appellant failed to produce evidence creating a genuine issue of material fact on the remaining intentional interference with easement rights, civil conspiracy, and slander of title claims against Respondent.

On July 13, 2025, Appellant filed a Rule 59(e) motion to alter or amend the Integra Order only. *See* Pl.'s Mot. to Alter or Amend Judgment Pursuant to Rule 59(e). The motion sought reconsideration of the Integra Order denying a continuance, granting Integra's motion to strike, and granting Integra partial summary judgment. *See id.* Appellant did not file a Rule 59(e) motion as to the Gasque Order. The Circuit Court denied Appellant's motion. Order Denying Rule 59(e) Mot. (filed July 15, 2025).

On August 1, 2025, Appellant filed her notice of appeal. Not. of Appeal. On appeal, she challenges the Integra and Gasque Orders.

STANDARD OF REVIEW

This Court applies the same standard of review applied by the Circuit Court to review the grant of summary judgment pursuant to Rule 56(c) of the South Carolina Rules of Civil Procedure. *Williams v. Jeffcoat*, 444 S.C. 224, 233, 906 S.E.2d 588, 593 (2024). "Summary judgment is proper when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue

of material fact such that the moving party must prevail as a matter of law." *Id.*; *see also* Rule 56(c), SCRCP; *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023) (eliminating the "mere scintilla" standard and holding the proper standard is the "genuine issue of material fact" standard set forth in the text of Rule 56(c), SCRCP). While reviewing an order granting summary judgment on appeal, this Court must view all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party. *Williams*, 444 S.C. at 233–34, 906 S.E.2d at 593.

SUMMARY OF ARGUMENT

This appeal fails both procedurally and substantively, such that this Court must affirm the Gasque Order.

First, Appellant's brief fails procedurally because she has not clearly or meaningfully presented an appellate challenge to the rulings that independently disposed of the claims against Respondent. As to civil conspiracy and slander of title, Appellant has abandoned those claims entirely. Her brief does not fairly raise or develop any challenge to the Circuit Court's rulings on those claims, meaning those unappealed rulings are law of the case and necessitate affirmance.

Her intentional interference claim suffers from a similar defect. Indeed, although Appellant discusses intentional interference with easement rights on appeal, she addresses it only insofar as they overlap with her dispute against Integra. She does not challenge the Circuit Court's separate and independently dispositive ruling that there was no evidence Respondent itself interfered with any easement or property right. Thus, under South Carolina's two issue rule, that unchallenged ground requires affirmance of the judgment in Respondent's favor.

Second, even if Appellant's claims were not procedurally barred, they fail on the merits. Appellant's intentional interference claim fails for multiple reasons. To start, Appellant has

conceded that the 1984 Easement Agreement created a valid express easement, and she expressly states that ruling is now the law of the case on appeal. That concession forecloses her effort to rely on a contrary prescriptive easement theory. Additionally, and as a result of that concession, the terms of the 1984 Easement Agreement itself defeat her interference theory because the agreement expressly contemplated that the dirt access route at issue could be relocated in the future. Appellant cannot rely on that agreement as the source of her rights while ignoring the relocation language contained in the same instrument. In any event, regardless of whatever easement theory Appellant advances, the record contains no evidence that Respondent interfered with any easement right. The survey plats at issue did not reduce, extinguish, or alter Appellant's property rights, and the Circuit Court correctly found no genuine issue of material fact as to interference by Respondent.

Appellant's civil conspiracy claim likewise fails on the merits. The record contains no evidence of a separate overt act independent of the conduct alleged under Appellant's other tort theories, no evidence of any agreement between Respondent and anyone else to commit an unlawful act, and no evidence that Respondent acted with any intent to harm Appellant. At most, the record reflects ordinary survey work performed for specific purposes. That is not enough to support a conspiracy claim.

Finally, Appellant's slander of title claim also fails. There is no evidence that Respondent published the plats at issue, no evidence that the depictions on those plats were false, and no evidence of malice. The record shows only Appellant's disagreement with lawful survey depictions and proposed easement illustrations. That is insufficient to create a genuine issue of material fact on any essential element for a slander of title claim.

Consequently, the Circuit Court's order granting summary judgment to Respondent should be affirmed for the procedural and substantive reasons set forth more fully below.

ARGUMENT

I. Factual background relevant to appeal.

Appellant was, and still is, excruciatingly vague as to exactly how Respondent has harmed her under any theory of liability. After a close comparison of the allegations in the Complaint to the evidence produced below, it appears that Respondent is only in this litigation because of Appellant's continued misunderstanding of what the survey plats depict and the unfounded speculation flowing from that fundamental misunderstanding.

A. The claims against Respondent are vague, at best.

Looking first at the Complaint, the allegations specifically related to Respondent can be summed up as follows:

1. Appellant holds an easement by implication over Roberta Lane.[2] Compl. ¶¶ 18–20.
    a. Through the 2022 Plat, Respondent "subsume[d]" Roberta Lane and possibly "grant[ed] others access to the Reserved [A]rea." Compl. ¶ 52.
2. Appellant holds an easement by implication over the "Reserved Area" noted on the 1959 Plat pursuant to a Court Order entered in the matter of *Jackson v. Wright*, C/A No. 97-CP-07-1196 (Ct. Comm. Pleas Mar. 16, 2000). Compl. ¶¶ 23–25.
3. Appellant holds an easement by grant over the dirt access road pursuant to the 1984 Easement Agreement. Compl. ¶ 33. Appellant also, or possibly alternatively, holds a prescriptive easement over the dirt access road. Compl. ¶ 28.

[2] Roberta Lane, dirt access road, Reserved Area, 1984 Easement Agreement, North Branch, 1959 Plat, 2020 Plat, and 2022 Plat each to be defined in the following paragraphs.

a. In the 2022 Plat, Respondent "falsely and deceptively depict[ed]" the dirt road "as a 5-foot easement rather than a 50-foot easement," thereby interfering with Appellant's easement and slandering Appellant's title. Compl. ¶ 54.

4. Appellant holds a prescriptive easement over the North Branch of the dirt access road. Compl. ¶ 40.

    a. Respondent "knowingly deleted" the North Branch via the 2020 Plat "to assist with developing that portion of property." Compl. ¶ 47.

5. Appellant has adversely possessed and gained title over what she calls the "Border Property," which is an area between the south-westernmost end of Appellant's Property and the beginning of the paved area on the northeastern side of Roberta Lane. Compl. ¶¶ 41–43.

Regarding the intentional interference with easement rights claim, Appellant merely alleges that she is entitled to damages against Respondent for "its knowing, intentional interference with Gecy's Easement Agreement and other easement rights identified above."[3] Compl. ¶ 80.

In the civil conspiracy claim, Appellant alleges that Respondent "combined with one or more other persons, including [Respondent Integra Wharf at Battery Creek LLC]" to "creat[e] and record[] as a public record false plats" related to Roberta Lane, the dirt access road, and the North Branch. Compl. ¶ 89. Appellant references only the 2020 Plat (of which there are two, see below) and the 2022 Plat. Compl. ¶ 90.

[3] One is forced to assume that the "other easement rights identified above" include only the easements claimed as to Roberta Lane, the dirt access road, and the North Branch as Appellant provides the reader with no additional detail. For the sake of the argument, the Border Property and Reserved Area will also be discussed below; however, it is unclear whether Appellant actually claims that Respondent interfered with these alleged rights too.

Additionally, Appellant alleges that Respondent "published" these same "false plats" in disregard of Appellant's rights in support of her claim for slander of title. Compl. ¶¶ 94–96. However, as illustrated below, a review of the history of the property and the actual plats at issue reveals that most, if not all, of Appellant's claims against Respondent are rooted in a fundamental misunderstanding as to how plats are commissioned, illustrated, and recorded.

B. A historical overview of the Belleview Bluff property reveals there is no evidentiary basis supporting Appellant's claims against Respondent.

The Appellant Property and the Apartment Property were originally one commonly-owned property, Belleview Bluff, which first appeared on a recorded plat drawn by H. F. Wilson Jr. in 1959. *See* Plat Book 17, Page 10 ("1959 Plat") (attached as Exhibit A to Resp't Mot. for Summ. J.); Compl. ¶ 8. The five original lots depicted on the 1959 Plat, plus two additional lots created at the northwestern border of Lot 5, were subsequently sold to various purchasers. The Appellant Property was first sold out of the commonly-owned property to Milton and Geraldine Reynolds in March 1968.

i. 1959 Plat.

On the southwestern borders of each of the Belleview Bluff lots enumerated on the 1959 Plat is "Roberta Lane," which is depicted as a 50' right-of-way. *See* 1959 Plat. Also shown on the 1959 Plat is a "reserved" area adjacent to Lot 1. *See id.* Roberta Lane continues from the boundary of Lot 5, past the reserved area, and ultimately dead ends into a property noted as "Heirs of Charles Field." *Id.* There is no road shown connecting Roberta Lane (or the Belleview Bluff lots) to then-S.C. Highway 280 (now Parris Island Gateway).

ii. 1984 Easement Agreement.

In 1984, the original owners of the commonly-owned property, Lewis H. Wright, John David Wright, Elizabeth Wright Williams, and Alice Wright Twiggs (collectively, the "Wrights"),

entered into an Easement Agreement. *See* 1984 Easement Agreement (attached as Exhibit B to Resp't Mot. for Summ. J.). The Wrights bound themselves to the following:

1. Seven (7) lots have been sold out of this property. There is no right of ingress and egress shown on [the 1959 Plat].

2. There is shown Roberta Lane as fifty (50) feet wide. We hereby bind ourselves that there **will be** an entrance from these lots from the Northern end of said Roberta Lane to SC Highway # 280 fifty (50) feet wide.

3. That the location of said ingress and egress at this point in time is not designated on said plat, and firmly designated because of natural barriers and **also in the future the location of this may change**.

4. That it is agreed and understood that this right of way shall be on the Northern and Western portions of said property and shall be from Roberta Lane to SC Highway # 280.

5. That there is a roadway being used by the owners of said lots at this time and this roadway shall remain open **until a substitute, usable, and well maintained roadway is relocated**. That this right of ingress and egress shall be for the benefit of the present and future owners of the lots designated **and any future lots developed in this subdivision**.

1984 Easement Agreement (emphasis added).

The 1984 Easement Agreement thus records that the Wrights, as the owners of the property surrounding the Belleview Bluff lots, allowed the Belleview Bluff lots to get from Roberta Lane to the Parris Island Gateway, which necessarily meant crossing the Wrights' land. *See* 1984 Easement Agreement; *see also* 1959 Plat (showing how the enumerated lots had to cross the remaining property owned by the Wrights). It also notes that the route from Roberta Lane to Parris Island Gateway was not on the 1959 Plat because the route was designated by natural barriers and might change in the future. *See* 1984 Easement Agreement. Finally, the 1984 Easement Agreement notes that the roadway that was then being utilized by the Belleview Bluff lot owners across the Wrights' property would be permitted to be used "until a substitute, usable, and well maintained roadway is relocated." *Id.* The right to use this roadway would be for the benefit of the Belleview

Bluff lot owners and any future lots developed on the Belleview Bluff property as depicted in the 1959 Plat. *Id.*

Testimony from numerous witnesses corroborates the intent of the 1984 Easement Agreement to provide access across the Wrights' land to Parris Island Gateway. Mr. Bennett McNeal, of Defendant B. McNeal Partnership L.P. ("McNeal Partnership"), testified that he allowed the owners of the lots in Belleview Bluff to cross his property, via the dirt access road, to reach Parris Island Gateway. McNeal Depo., 63:21–64:3, 72:3–11, 88:2–7 (attached as Exhibit L to Resp't Mot. for Summ. J.); *see also* 1984 Easement Agreement.

Mr. Bruce Jackson, resident of 73 Belleview Bluff since 1977, testified that he utilized the dirt access road with permission from both the Wrights and the McNeal Partnership. Jackson Depo., 23:15–21, 141:22–142:18, 177:9–23 (attached as Exhibit N to Resp't Mot. for Summ. J.); *see also* 1984 Easement Agreement. Similarly, Mr. Jackson testified that other homeowners, including Appellant's claimed predecessor-in-interest, utilized the "Border Property" with full permission from the Wrights and the McNeal Partnership. Jackson Depo., 134:13–135:17.

iii. 1989 Plat.

The dirt road that was noted in the 1984 Easement Agreement seems to first appear on a plat recorded by David S. Youmans in 1989. *See* 1989 Plat (attached as Exhibit C to Resp't Mot. for Summ. J.). This road is shown as meandering from Roberta Lane to Parris Island Gateway.

iv. 1997 Plat.

Mr. David Gasque testified that he first began surveying properties in Belleview Bluff and the neighboring Wrights Point in the early 1990s for Respondent. Depo. D. Gasque, 15:25–16:12 (attached as Exhibit D to Resp't Mot. for Summ. J.). As it relates to the Apartment Property and Appellant Property, Respondent completed its first plat in 1997 for Bennett McNeal. *See* Plat Book

64, Page 98 ("1997 Plat") (attached as Exhibit E to Resp't Mot. for Summ. J.). The purpose of this plat was to identify ownership of separate parcels of the overall property, potentially for equity positions. Depo. D. Gasque, 52:9–53:3. The dirt access road that first appeared in the 1989 Plat is also depicted on the 1997 Plat. *Compare* 1997 Plat *with* 1989 Plat. The dirt road is depicted as more or less the boundary line between "Parcel A" and "Parcel B." *See* Depo. D. Gasque, 66:7–20; 1997 Plat. In addition to the dirt road, meandering alongside and, at times, across it, Respondent noted at "5' perscriptive [sic] easement." *See* 1997 Plat. This "perscriptive easement" was a ditch that Respondent noted in the field, which appeared to have been recently dug for a small water line for one of the Belleview Bluff lot owners. Depo. D. Gasque, 58:15–59:23. Roberta Lane, while depicted in front of the individual Belleview Bluff lots, is not depicted beyond the edge of Lot 1. *See* 1997 Plat. Mr. Gasque testified that the full depiction of Roberta Lane was unnecessary because the purpose of this particular plat was to determine equity positions of various owners. Depo. D. Gasque, 54:5–16, 55:14–23.

v. 2002 Plat.

The next plat drawn by Respondent at issue in this case was completed in 2002 for B. McNeal Partnership. *See* Plat Book 88, Page 110 ("2002 Plat") (attached as Exhibit F to Resp't Mot. for Summ. J.). Much like the 1997 Plat, Mr. Gasque testified that this plat's purpose was likely to determine equity positions. Depo. D. Gasque, 81:6–12. As to the "Reserved Area" abutting Lot 1, Mr. Gasque had been provided with an Order dated March 10, 2000, by The Honorable Kenneth J. Goode, which adjudicated certain issues related to the "Reserved Area" ("Jackson Order"). *See* Depo. D. Gasque, 87:4–23. Mr. Gasque's interpretation of the Order slightly modified how the "Reserved Area" was represented on the 2002 Plat (as opposed to the

1997 Plat, which predated the Jackson Order). *Compare* 1997 Plat *with* 2002 Plat. No one directed Mr. Gasque to draft the "Reserved Area" in a certain way. Depo. D. Gasque, 87:4–23.

vi. 2010 Plat.

Respondent completed another plat showing the Apartment Property and Appellant Property in 2010, which was prepared for Mr. Richard Ratcliff. *See* Plat Book 131, Page 39 ("2010 Plat") (attached as Exhibit G to Resp't Mot. for Summ. J.). This plat was specifically drawn as a Wetland Buffer Preservation Plat, and its sole purpose was to satisfy the needs of the United States Army Corps of Engineers. Depo. D. Gasque, 97:5–20. Mr. Ratcliff was contemplating building in Wrights Point when it came to his attention that the wetlands "had not been taken care of." Depo. D. Gasque, 97:11–15. As a result, Mr. Ratcliff retained Newkirk Environmental to negotiate buffers and wetlands and flag them. Depo. D. Gasque, 97:5–20. Respondent's sole involvement regarding this work was to locate the flagged buffers and wetlands. Depo. D. Gasque, 97:5–20. For these reasons, Respondent did not show Parcels A–D as depicted in the 1997 and 2002 Plats. Depo. D. Gasque, 97:23–98:18. The limits of the project included the wetlands and buffers; to show additional information would solely cause confusion. *See* Depo. D. Gasque, 97:23–98:18.

One portion of the 2010 Plat that was depicted differently than the 1997 Plat and 2002 Plat was the dirt access road that had previously been shown as connecting Roberta Lane to the Parris Island Gateway. Depo. D. Gasque, 98:22–99:16. Mr. Gasque testified that he had returned to the property and reshot the roads, which at that time had meandered into different locations than shown in prior plats. Depo. D. Gasque, 98:22–99:16. The "5' prescriptive easement" was still noted by Mr. Gasque because he made the determination that, without any information to establish that this potential underground water line had been removed or relocated, he still needed to note its existence. Depo. D. Gasque, 100:1–13. As was the case in prior plats, this "5' prescriptive

easement" is not the same as the dirt access road and effort was made to draw the two as distinct from each other. Depo. D. Gasque, 100:14–18.

Finally, Respondent again depicted Roberta Lane taking its southeasterly turn down to the Heirs of Charles Fields property. Depo. D. Gasque, 103:4–19. Mr. Gasque testified that, even though Beaufort County's GIS Department had removed this southeasterly turn, he met with them and advised that it could not, in fact, be removed. Depo. D. Gasque, 103:4–19.

vii. 2020 Lot Line Reconfiguration Plat.

In 2020, Respondent completed two plats covering the properties at issue: a Lot Line Reconfiguration plat recorded at Plat Book 155, Page 93 ("2020 Lot Line Plat") and an ALTA/NSPS Land Title Survey recorded at Plat Book 155, Page 116 ("2020 ALTA Plat") (attached as Exhibit H to Resp't Mot. for Summ. J.). The primary purpose of the 2020 Lot Line Plat was to "set up" the Apartment Property and to show the developers' proposed lot lines to be abandoned on the grounds that they had become unnecessary. Depo. D. Gasque, 116:14–117:2. Multiple parcels were consolidated into a larger 20.82-acre tract, which became the Apartment Property. *See* Depo. D. Gasque, 116:14–117:2. When surveyors draft similar lot line plats, they are held to "no more regulations than normal." Depo. D. Gasque, 197:4–24 (attached as Exhibit K to Integra Mot. for Summ. J.). Surveyors show the property line proposed to be abandoned, which is not to say that it already is abandoned. Depo. D. Gasque, 197:4–24. Instead, once the proposed abandoned lot line is surveyed, an appropriate planning department would review the drawings for conformance and property owners would separately ensure that any legal process was followed to formally abandon the lot lines. Depo. D. Gasque, 197:4–24.

As to what was or was not included on the 2020 Lot Line Plat, Mr. Gasque testified that anything outside of the 20.82-acre tract was "window dressing" and shown to orient the viewer to

the area surveyed. Depo. D. Gasque, 116:19–117:5. Roberta Lane and the dirt access road are both depicted in the 2020 Lot Line Plat, in addition to the 5' "perscriptive [sic] easement," although the word "perscriptive" [sic] has been dropped. *See* 2020 Lot Line Plat; *see also* Depo. D. Gasque, 117:10–16; 118:20–22. Mr. Gasque did not—and could not—"abandon" Roberta Lane or its lot line because Mr. Gasque does not have the power or authority to do so. *See* 2020 Lot Line Plat; Depo. D. Gasque, 131:1–132:17. Additionally, Mr. Gasque did not reconfigure the lot line for Roberta Lane, but instead depicted the actual location of the roadway superimposed upon the 50' right-of-way as depicted since the 1959 Plat. 2020 Lot Line Plat; Gasque Order at 8. Various branches of the dirt road access were depicted as "ghost" lines because these branches were not part of the function of the survey and would otherwise clutter the plat. *See* 2020 Lot Line Plat; *see also* Gasque Order at 8.

viii. 2020 ALTA Plat.

The 2020 ALTA Plat was drawn under different circumstances due to the nature of ALTA plats in general. According to Mr. Gasque, a boundary survey, like the 2020 Lot Line Plat, is required to meet South Carolina minimum standards. Depo. D. Gasque, 146:1–18. Conversely, an ALTA survey usurps the South Carolina minimum standards and requires more standards, "like precision of closure." Depo. D. Gasque, 146:7–9. Additionally, those ordering the ALTA survey provide the surveyor with paralegal services, legal language, and a Table A comment. Depo. D. Gasque, 146:10–18. On the righthand side of the 2020 ALTA Plat are numerous notations and exceptions, which include the Schedule B title insurance commitment sections. Gasque Order at 8. This information is provided by the lawyers involved with those ordering the ALTA survey, and Respondent is required to place that information on the plat exactly as provided. Gasque Order at 8.

Much like the 2020 Lot Line Plat, the 2020 ALTA Plat contains the "5' easement," the dirt road, and Roberta Lane. *See* 2020 ALTA Plat; Depo. D. Gasque, 158:3–160:15. The dirt road is accurately shown as going to the boundary line of the Apartment Property ("Apartment Parcel" on the plat), and any portion of the dirt road or its branches shown outside the boundaries of the Apartment Property are shown sufficiently to orient the viewer to the property depicted. *See* 2020 ALTA Plat; Depo. D. Gasque, 158:3–160:15. Any potential inaccuracies outside the Apartment Property are mere "window dressing" and of no consequence. Depo. D. Gasque, 159:17–160:15.

ix. 2022 Proposed Easement Plat.

Respondent completed a final survey in 2022 for Battery Creek Land Partners, LLC. *See* Plat Book 158, Page 100 ("2022 Plat") (attached as Exhibit I to Resp't Mot. for Summ. J.). The purpose of this plat was to show a proposed realignment of the access to Roberta Lane as conceived by the developers' design team. *See* 2022 Plat; *see also* Depo. D. Gasque, 184:25–185:20. Nothing on the 2022 Plat shows an abandonment of any easements or any work that has actually completed. Depo. D. Gasque, 185:14–25. Mr. Gasque did not go out to the field to put stakes down as to any proposed easement. Depo. D. Gasque, 190:4-8. Furthermore, when preparing the 2022 Plat, Mr. Gasque did not believe that the proposed realignment of the dirt road access to Roberta Lane was abnormal because this proposed realignment squared with the 1984 Easement Agreement and was consistent with his understanding of homeowner conversations. *See* Depo. D. Gasque, 218:1–223:20 (attached as Exhibit K to Integra Mot. for Summ. J.). Despite the fact that this plat showed only a proposed easement, Mr. Gasque testified that it is proper and permissible for a party to record such a plat. Gasque Order at 9.

C. Additional testimony reflects there is no evidentiary basis for the causes of action against Respondent.

At no point did Mr. Gasque discuss or advise upon any title insurance concerns related to the properties at issue. *See, e.g.,* Depo. D. Gasque, 135:6–13, 171:25–172:23. At no point did Mr. Gasque depict any element on any plat to assist other parties in obtaining or otherwise violating easement rights or slandering title. *See, e.g.*, Depo. D. Gasque, 144:5–9, 190:14-18.

Appellant's spouse, Benjamin Gecy,[4] testified that he is not aware of any agreement between Respondent "and anyone else to manipulate any sort of system or to otherwise . . . present false information such that a developer" would "gain[] some sort of advantage." B. Gecy Depo. Vol. II, 278:12–24 (attached as Exhibit J to Resp't Mot. for Summ. J.). Mr. Gecy is also unaware of any actual damages that he has suffered as a result of the alleged slander of title. B. Gecy Depo. Vol. II, 65:2–9. Mr. Gecy has admitted that he has no personal knowledge of whether his claimed predecessors-in-title, or anyone else for that matter, have used the North Branch for more than twenty years. *See* B. Gecy Depo. Vol. II, at 18:3–15.

Appellant herself testified that she has no personal knowledge of how the North Branch or the dirt road were used before her purchase of the Appellant Property. Gasque Order at 9; Appellant Depo., 52:18–22, (attached as Exhibit K to Resp't Mot. for Summ. J.). Appellant has not spoken to her claimed predecessor-in-title, Mr. James Bellamy, or any other predecessors-in-title about implied easements or their use of the roads at issue, admitting that she has no personal knowledge of the use of the roads upon which she claims easements. Gasque Order at 9–10; Appellant Depo. 122:2–124:7.

[4] Mr. Gecy belatedly attempted to become the plaintiff in this matter. *See* Mot. to Am. Compl. and Proposed Am. Compl. filed by Plaintiff on May 13, 2025.

Mr. Craig Freeman, owner of 53 Belleview Bluff (one of the subdivided lots), also testified that he did not have any personal knowledge of prior homeowners' use of the dirt access road before he moved to the neighborhood in 2018. C. Freeman Depo., 69:11–17 (attached as Exhibit M to Resp't Mot. for Summ. J.).

Finally, Mr. Jackson also testified that Mr. James Bellamy, Appellant's claimed immediate predecessor-in-title, never lived in the Appellant Property. Instead, once Mr. Roger Bellamy (James Bellamy's father) died in 2019, the house remained unoccupied until Appellant's purchase two years later. Jackson Depo., 161:13–20. Mr. Bellamy himself admitted that he did not live at the Appellant Property following his father's death. Gasque Order at 10; Integra Mot. for Summ. J. at 15.

II. This Court should affirm the Gasque Order because Appellant has abandoned the civil conspiracy and slander of title claims, and the two issue rule requires affirmance on the interference with easement rights claim.

As an initial matter, it is unclear what exactly is being appealed and whether and to what extent Respondent is even implicated. "Ordinarily, no point will be considered which is not set forth in the statement of the issues on appeal." Rule 208(b)(1)(B), SCACR. "When an issue is not specifically set out in the statements of issues, the appellate court may nevertheless consider the issue if it is *reasonably clear* from an appellant's arguments." *Herron v. Century BMW*, 395 S.C. 461, 466, 719 S.E.2d 640, 642 (2011) (emphasis in original). The requirement for clarity is aimed at helping appellate courts—and opposing parties—to see the issues on appeal so as not to be forced to "grope in the dark to ascertain the precise point at issue." *Id.* at 466, 719 S.E.2d at 643 (citation modified).

Appellant's Statement of Issues on Appeal offers a confusing litany of grievances with the Circuit Court's orders, with little connective tissue to the causes of action or the parties. For

example, Appellant raises the issue of interference with easement rights, but it is unclear whether this relates only to Integra's alleged interference or if it also includes Respondent's alleged interference with those rights. *See* Appellant's Br. at 3–5. Later, Appellant asserts she is not appealing "any portion of the Integra or Gasque orders holding or implying that an express easement was created by the 1984 agreement," but, instead, she is appealing:

> the remaining portions referenced above concerning (1) whether *Integra* had an unlimited right under the 1984 easement agreement to relocate the access route, even if such relocations were unreasonable, (2) whether there was evidence in the record creating a factual dispute as to whether *Integra* unreasonably interfered with any easement, (3) whether there was evidence in the record creating a factual dispute as to the creation of a prescriptive easement, (4) whether the 1984 easement agreement created an exclusive easement, (5) whether there was evidence in the record sufficient for Gecy's permanent injunction claim to survive summary judgment, and (6) *Integra's* motion to strike.

Appellant's Br. 12 (emphasis added). Thus, while Appellant purports to appeal the Gasque Order, it appears she is only concerned with that order insofar *as it relates to Integra*. *See id.*

As a result, this Court must affirm the Gasque Order because (1) Appellant has abandoned the civil conspiracy and slander of title causes of action and (2) the two issue rule demands affirmance regarding Respondent's alleged interference with easement rights.

A. Appellant has abandoned her civil conspiracy and slander of title claims.

As an initial matter, Appellant has completely abandoned any challenge to the dismissal of the civil conspiracy and slander of title claims against Respondent.

Indeed, as to the civil conspiracy claim, the Circuit Court found there was no evidence of the required overt act independent of the other tort theories, no evidence that Respondent intended to harm Appellant, and no evidence of any agreement between Respondent and anyone else to commit an unlawful act. Gasque Order at 23–25. Regarding slander of title, the Circuit Court found that Respondent did not publish the plats, and that Appellant failed to show the falsity or malice elements of the claim. Gasque Order at 25–26.

Here on appeal, Appellant fails to set forth these issues in her Statement of Issues on Appeal, which is enough for this Court to affirm. *See* Rule 208(b)(1)(B), SCACR (noting "no point will be considered which is not set forth in the statement of the issues on appeal"). Indeed, other than mentioning these claims in passing, Appellant does not meaningfully challenge the Circuit Court's rulings on these claims anywhere in her brief. *See, e.g.*, Appellant's Br. at 6 n.2, 8; *see also Wayne's Auto. Ctr., Inc. v. S.C. Dep't of Pub. Safety*, 431 S.C. 465, 480 n.6, 848 S.E.2d 56, 65 n.6 (Ct. App. 2020) (concluding arguments were abandoned on appeal because they were either "conclusory, not supported by cited authority, or otherwise vague"); *Holmes v. Haynsworth, Sinkler & Boyd, P.A.*, 408 S.C. 620, 645–46, 760 S.E.2d 399, 412 (2014) (finding the appellant abandoned arguments where the appellant failed to address the merits of the claims and merely mentioned them in a "laundry list of claims she presented to the circuit court"), *abrogated on other grounds by Stokes-Craven Holding Corp. v. Robinson*, 416 S.C. 517, 787 S.E.2d 485 (2016).

Accordingly, this Court must affirm the Gasque Order as to these claims. *See Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("An unappealed ruling is the law of the case and requires affirmance.").

B. Appellant's intentional interference with easement rights claim must be affirmed under the two issue rule.

Because Appellant challenges only a portion of the Gasque Order regarding the alleged intentional interference with easement rights, this Court must affirm the Circuit Court's independent ruling that Appellant presented no evidence of interference by Respondent itself under South Carolina's two issue rule.

Pursuant to the "two issue rule, where a decision is based on more than one ground, the appellate court will affirm unless the appellant appeals all grounds because the unappealed ground will become the law of the case." *Thompson v. Killian*, 447 S.C. 177, 195, 924 S.E.2d 606, 616

(2025) (quoting *Jones v. Lott*, 387 S.C. 339, 346, 692 S.E.2d 900, 903 (2010)), *reh'g denied* (Jan. 16, 2026); *see also Shirley's Iron Works, Inc.*, 403 S.C. at 573, 743 S.E.2d at 785 ("An unappealed ruling is the law of the case and requires affirmance."). Consequently, when an appellant fails to raise "all of the grounds upon which a lower court's decision was based, those unappealed findings—whether correct or not—become the law of the case." *Dreher v. S.C. Dep't of Health & Env't Control*, 412 S.C. 244, 250, 772 S.E.2d 505, 508 (2015).

Here, Appellant seeks to have her fourth cause of action—intentional interference with easement rights—reversed on appeal. *See* Appellant's Br. 49. In raising that issue on appeal, she appears to challenge both the Integra Order and the Gasque Order regarding (1) whether Integra had an unlimited right under the 1984 Easement Agreement to relocate the dirt access route, even if such relocations were unreasonable, (2) whether there was evidence in the record creating a factual dispute as to whether Integra unreasonably interfered with any easement, (3) whether there was evidence in the record creating a factual dispute as to the creation of a prescriptive easement, and (4) whether the 1984 Easement Agreement created an exclusive easement. *See* Appellant's Br. at 11–12, 25.

Notably, however, Appellant's brief speaks only in terms of *Integra's* conduct: Integra's relocation of the Highway 280 private road, Integra's alleged unreasonable interference with the dirt access road, and Integra's alleged impairment of easement rights. *See, e.g.*, Appellant's Br. at 4, 12, 25, 28–33. For example, at the outset of argument, Appellant states the Circuit Court found "there was no evidence that *Integra's* conduct unreasonably interfered with any easement," and then subsequently argues that "*Integra* unreasonably interfered" with the Highway 280 private road. Appellant's Br. at 14, 25. This theme of focusing on Integra—instead of Respondent—echoes throughout Appellant's brief. *See, e.g.*, Appellant's Br. at 29 (arguing that the "orders"

erred to the extent they found "the 1984 easement agreement permitted Integra to alter the location of the subject road without condition"); Br. at 32 (arguing there is evidence that "Integra's acts" lessened the utility and increased the burden on the dominant estate); Br. at 33 (arguing there is "a genuine factual dispute as to whether *Integra* has burdened and interfered with the easement created by the 1984 agreement" (emphasis added)).

Indeed, nowhere does Appellant undertake the separate task of showing how *Respondent's conduct* satisfied the elements of intentional interference with easement rights. Appellant does not separately argue that a surveyor's notation of a "5' easement" on a plat constituted actionable interference with a 50-foot roadway easement. She does not argue that the North Branch was in fact "deleted" by Respondent in any legally significant sense. She does not argue that the depiction of a proposed easement on the 2022 Plat amounted to interference with Roberta Lane, the Reserved Area, or the Border Property. Nor does Appellant confront the Circuit Court's holding that plats showing proposed easements do not themselves create or destroy property rights.

Thus, at most, Appellant challenges only those overlapping easement rulings in the Gasque Order insofar as they touch on or relate to Integra's alleged interference. She does *not* challenge the independent ruling in the Gasque Order that there was no evidence Respondent itself interfered with any easement or property right.

Consequently, under the two issue rule, that unchallenged ruling is independently dispositive and requires affirmance on the intentional interference claim. *See, e.g.*, *Thompson*, 447 S.C. at 195–96, 924 S.E.2d at 616 (noting "the trial court dismissed this claim on more than one ground, but only one issue was appealed," and holding that "regardless of our decision on the issue raised, the claim must be dismissed" because the appellant "only appealed the second ground"); *Skywaves I Corp. v. Branch Banking & Tr. Co.*, 423 S.C. 432, 452, 814 S.E.2d 643, 654 (Ct. App.

2018) (affirming summary judgment order under the two issue rule where the appellant challenged only one of multiple independent grounds supporting the ruling, such that the unappealed grounds became the law of the case and required affirmance); *Atl. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 328, 730 S.E.2d 282, 285 (2012) ("Accordingly, there is a ground for liability from which no appeal was taken, and our consideration of Lewis's arguments is barred by the two-issue rule.").

III. Even if Appellant's claims were not procedurally barred, her claims fail on the merits.

As noted above, the only claims against Respondent were (1) intentional interference with easement rights, (2) civil conspiracy, and (3) slander of title. Even if this Court reaches the merits, affirmance is nevertheless appropriate as to each of these claims.

A. Intentional interference with easement rights.

Appellant's assertion that Respondent interfered with her easement rights—to the extent she is even arguing this on appeal—fails for three reasons. First, Appellant's arguments regarding a prescriptive easement are waived because she concedes there was a valid express easement agreement (the 1984 Easement Agreement). Second, because of this concession, any claim for interference is significantly diminished because the terms of the 1984 Easement Agreement foreclose the alleged interference here. Third, regardless of which easement theory Appellant supports, there is no evidence that Respondent interfered with any easement right.

i. Appellant's Section III arguments are forfeited.

Appellant notes in her brief that she is <u>not</u> appealing the Circuit Court's finding that a valid express easement existed. Appellant's Br. at 11 n.6. This considerably narrows the inquiry on appeal, as there is no question whether the 1984 Easement Agreement exists or whether it created

a valid express access right. As a consequence, several portions of Appellant's brief are irrelevant and effectively moot on appeal.

Specifically, Section III of Appellant's brief—wherein she asserts there is evidence of the creation of a prescriptive easement—is irrelevant. A prescriptive easement can be established by proving each of the following elements by clear and convincing evidence: "(1) continued and uninterrupted use or enjoyment of the right for a period of twenty years; (2) the identity of the thing enjoyed; and (3) use or enjoyment which is either adverse, or under claim of right." *Carolina Ctr. Bldg. Corp. v. Enmark Stations, Inc.*, 433 S.C. 144, 154, 857 S.E.2d 16, 22 (Ct. App. 2021) (citation modified) (quoting *Bundy v. Shirley*, 412 S.C. 292, 304, 772 S.E.2d 163, 169–70 (2015)). A presumption of adversity, the third element, can be established through showing that the easement was used openly, notoriously, continuously, and uninterruptedly against another's rights for twenty years. *Id.*

Conversely, an express easement (e.g., an easement by grant) may be created by express grant or by express reservation in a deed or other instrument. *Maybank 2754, LLC v. Zurlo*, 444 S.C. 47, 74, 906 S.E.2d 94, 109 (Ct. App. 2024), *cert. denied* (Apr. 22, 2025). "As a general rule, to constitute a grant of an easement, <u>any</u> words clearly showing the intention to grant an easement are sufficient." *Id.* (emphasis added) (citation modified).

A comparison of the required elements for a prescriptive easement and an express easement reveals these two types of easements are fundamentally at odds: an express easement *permits* the use of the burdened land, while a prescriptive easement requires *adverse use* against the property owner's rights. Thus, the core problem for a prescriptive easement claim where an express easement already exists is the adversity element.

Here, despite explicitly acknowledging a valid express easement exists—and not challenging that finding on appeal—Appellant argues that there is evidence of the creation of a prescriptive easement. Appellant's Br. at 33–40. However, because the 1984 Easement Agreement (1) exists and (2) is valid, it is impossible for a prescriptive easement to concurrently exist. *See Bundy*, 412 S.C. at 310, 772 S.E.2d at 173 ("[T]he law is well-established that evidence of permissive use defeats the establishment of a prescriptive easement because use that is permissive cannot also be adverse or under a claim of right.").

Appellant nevertheless attempts to get around this contradiction by asserting that there is "no evidence in the record that Wright was acting as an agent for his cotenants at the time he signed the 1984 easement agreement." Appellant's Br. at 36–37. Thus, Appellant attempts to embrace the *existence* of the 1984 Easement Agreement while simultaneously challenging the *validity* of that agreement. This argument fails for two reasons.

First, although Appellant made this agency/consent argument in her opposition to Respondent's motion for summary judgment, the Circuit Court did not rule on or otherwise address this argument. *See generally* Gasque Order. Appellant did not seek a ruling on her agency/consent theory via a Rule 59(e) motion; thus, this line of argument is unpreserved for appellate review.[5] *See Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004) (noting the rules "contemplate two basic situations" where a party should consider filing a Rule 59(e) motion: "[1] A party *may* wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court

[5] As noted above, Appellant filed a Rule 59(e) motion to alter or amend the Integra Order only. *See* Pl.'s Mot. to Alter or Amend Judgment Pursuant to Rule 59(e).

to reconsider or rule on it. [2] A party *must* file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review" (emphasis in original)).

Second, even if it were preserved, this avenue of argument is nevertheless precluded because Appellant has conceded that the 1984 Easement Agreement is "valid" and explicitly asserts the Circuit Court's finding as to that agreement is "the law of the case." Appellant's Br. at 11 n.6. Thus, any doubt about whether the agreement was *properly formed*—which includes arguments about the cotenants' consent to the agreement or whether Wright was properly acting as an agent—is irrelevant. The agreement is valid, and, as Appellant explicitly acknowledges, that is the law of the case. Appellant's Br. at 11 n.6. Accordingly, this Court should ignore Section III of Appellant's brief entirely.

ii. The terms of the 1984 Easement Agreement foreclose interference claims.

With the threshold question of the validity of the 1984 Easement Agreement removed from contention, the interference analysis pivots entirely to the scope of the easement as defined by the instrument itself. "The language of an easement determines its extent." *Martin v. Bay*, 400 S.C. 140, 149, 732 S.E.2d 667, 672 (Ct. App. 2012) (citation modified). "Clear and unambiguous language in grants of easement must be construed according to terms which parties have used, taken, and understood in plain, ordinary, and popular sense." *Id.* (citation modified). "The general rule is that the character of an express easement is determined by the nature of the right and the intention of the parties creating it." *Id.* (citation modified). The intention of the parties is found within the four corners of the easement deed or agreement. *Proctor v. Steedley*, 398 S.C. 561, 573, 730 S.E.2d 357, 363 (Ct. App. 2012).

Here, as the Circuit Court held:

> the 1984 Easement Agreement identifies (1) a currently used road connecting Roberta Lane to Parris Island Gateway (which is most likely the dirt access road first identified in the 1989 Plat given the proximity in time); (2) that the Wrights 'shall' allow that roadway to remain open until a new road is relocated; and (3) that at some point in the future, there will be a 50' right-of-way that connects Roberta Lane to Parris Island Gateway.

Gasque Order at 16; *see also* Gasque Order at 14–18 (analyzing and interpreting the language of the 1984 Easement Agreement). Thus, this language expressly provided (1) permission for Appellant and her predecessors-in-title to utilize the dirt access road, and (2) that the dirt access road would be moved at a future time. *See* Gasque Order at 17.

As Appellant concedes, the 1984 Easement Agreement is valid. Moreover, Appellant does not meaningfully challenge the Circuit Court's interpretation of the 1984 Easement Agreement in the Gasque Order, nor does she argue for any other interpretation. *See* Appellant's Br. at 25–33.[6] Thus, under its plain terms, there is no doubt that the 1984 Easement Agreement explicitly contemplated relocating the dirt access road. Consequently, Appellant cannot rely on the 1984 Easement Agreement as the source of her express access rights while disregarding the same instrument's relocation language. That is, Appellant cannot establish Respondent "interfered" with her easement rights merely by pointing to plats that depicted changes (or proposed changes) to the dirt access route which the governing 1984 Easement Agreement itself allowed to be changed.

In short, once the validity of the 1984 Easement is accepted—as Appellant says it must be—the interference theory against Respondent essentially collapses. The conceded 1984 Easement Agreement contemplated relocation of the dirt access route. Although that does not resolve the reasonableness of relocation or the alleged burden/interference dispute between

[6] Instead, Appellant mainly challenges the Circuit Court's interpretation of the 1984 Easement Agreement as it relates to the reasonableness of *Integra* relocating the dirt road allegedly twenty times and the potential burden/interference with Appellant's use of the easement. Appellant's Br. at 25–33.

Appellant and Integra (*see* Appellant's Br. at 25–33), it does foreclose Appellant's effort to impose tort liability on Respondent based on plats that allegedly depicted changes to the dirt access road the governing 1984 Easement Agreement itself allowed to change. For that reason alone, summary judgment on the intentional interference claim should be affirmed.

iii. Regardless of the easement theory, there is no evidence Respondent interfered with any easement right.

Even if this Court assumes, for purposes of argument, that Appellant is correct about some aspect of her easement theories, the intentional interference claim against Respondent still fails for two reasons.

First, as explained above, the Circuit Court held that Appellant failed to present evidence that Respondent itself intentionally interfered with Appellant's easement rights, and Appellant does not meaningfully challenge that holding on appeal. Because Appellant does not separately argue or otherwise show how Respondent's own conduct satisfied the elements of intentional interference with easement rights, that unchallenged portion of the Circuit Court's ruling provides an independent basis for affirmance. Accordingly, under the two issue rule, this Court must affirm.

Second, in any event, the record confirms the Circuit Court was correct. Indeed, Appellant completely fails to show, much less argue, any interference as to (1) the dirt access road, (2) the North Branch, (3) Roberta Lane, or (4) the Reserved Area/Border Property.

Regarding the dirt access road, Appellant claimed Respondent interfered by depicting the road "as a 5-foot easement rather than a 50-foot easement." Gasque Order at 18. But both Respondent's summary judgment memorandum and the Circuit Court's order explain that the 5' prescriptive easement notation referred to a distinct ditch or suspected water line noted in the field, not to the dirt access road itself. Gasque Order at 18–19; Resp't Mot. for Summ. J. at 21–22. Mr. Gasque repeatedly testified these were two separate items and consistently depicted the dirt access

road as a separate feature from the 5' easement.[7] Additionally, Appellant produced zero evidence Respondent ever intended the 5' easement to represent the claimed 50' easement in the dirt access road. The Circuit Court therefore correctly held that the 5' prescriptive easement notation did not reduce or redefine any claimed 50' easement in the dirt road and did not establish interference by Respondent. Gasque Order at 18–19.

As to the North Branch, Appellant claimed Respondent "knowingly deleted" it from the 2020 Lot Line Plat. Compl. ¶ 47; Gasque Order at 20. But the record showed otherwise. Mr. Gasque explained that the 2020 Lot Line Plat was prepared to depict proposed lot-line abandonment for the Apartment Parcel, and that features outside the tract were merely "window dressing" used to orient the reader. Depo. D. Gasque, 116:19–117:5; Resp't Mot. for Summ. J. at 9. The North Branch was outside the relevant tract, so it was not required to be shown in full; still, its entry point was shown, and the branch was shown in the Location Map (in the upper left corner of the plat). Resp't Mot. for Summ. J. at 24. Thus, the Circuit Court correctly held that the North Branch was not "deleted" and that Appellant produced no evidence of interference by Respondent. Gasque Order at 19–21.

Regarding Roberta Lane, Appellant alleged Respondent "removed" or "subsumed" it in the 2022 Plat. Gasque Order at 21. Again, the record refutes the allegation. The 2022 Plat showed a proposed easement supplied by the developers' design team. *See* 2022 Plat; *see also* Depo. D. Gasque, 184:25–185:20; Gasque Order at 21–22. Roberta Lane, the dirt access road, and the 5' easement all still appeared on the 2022 Plat. *See* 2022 Plat (Resp't Mot. for Summ. J. at 76). As both Respondent's motion and the Circuit Court's order explain, a plat depicting a proposed

[7] Careful review of the 1997 Plat, 2010 Plat, 2020 Lot Line Reconfiguration Plat, 2020 ALTA Plat, and 2022 Plat, shows that the "5' perscriptive [sic] easement" or, as noted in some, "5' easement" is drawn as a distinct separate line from the dirt access road.

easement does not itself create, extinguish, or adjudicate property rights. Gasque Order at 21–22. Respondent therefore did not delete, remove, or subsume Roberta Lane simply by depicting a proposal furnished by the developers' design team. Because Appellant provided no evidence to the contrary, the Circuit Court correctly held this interference claim failed.

Finally, Appellant never articulated any coherent interference theory as to the Reserved Area or Border Property. As Respondent argued below, the Complaint was "excruciatingly vague" as to how Respondent supposedly harmed Appellant at all. Resp't Mot. for Summ. J. at 3. Indeed, Respondent's plats repeatedly depicted the Reserved Area or Border Property where appropriate—nothing in those plats granted access to others, eliminated an easement, or otherwise interfered with any use right Appellant claimed to possess. Gasque Order at 22–23. As with nearly all of Appellant's complaints, this claim appears to stem from a fundamental misunderstanding as to how plats are drawn and their effect on property rights. Thus, the Circuit Court correctly held that Appellant produced no evidence that Respondent interfered with any claimed right in the Reserved Area or Border Property. Gasque Order at 22–23.

Ultimately, Appellant's real complaint is about Integra's development activity. Thus, even if this Court finds that the Circuit Court erred on some part of the underlying easement analysis, such a holding would not revive a claim against Respondent absent evidence that Respondent itself intentionally interfered with an easement. The Circuit Court correctly found there was no such evidence, and because Appellant neither meaningfully appeals that independent ruling nor identifies record evidence creating a genuine issue of material fact, summary judgment on the intentional interference claim must be affirmed.

B. Civil conspiracy.

Appellant's civil-conspiracy claim fails for at least two independent reasons. ***First***, as explained above, Appellant has abandoned any challenge to the dismissal of that claim on appeal. ***Second***, even if this Court reaches the merits, the Circuit Court correctly granted summary judgment because Appellant failed to present evidence of the essential elements of a civil conspiracy claim.

Civil conspiracy requires "(1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff." *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021). This type of claim also requires proof of an intent to harm. *Id.* at 574 n.9, 861 S.E.2d at 780 n.9 ("Since civil conspiracy is an intentional tort, an intent to harm, which has also been discussed in our conspiracy law, remains an inherent part of the analysis.").

Here, the Circuit Court properly found the elements of overt act, intent to commit harm, or any agreement to complete some nefarious conspiratorial act were completely absent. Gasque Order at 23–25. Regarding the overt act, Respondent moved for summary judgment on the ground that Appellant relied on the same plat-related conduct to support her intentional interference, slander of title, and civil conspiracy causes of action. Resp't Mot. for Summ. J. at 27. Respondent argued that the alleged filing or recording of the 2020 Lot Line Plat and the 2022 Plat was not a separate overt act independent of the conduct underlying the other tort claims and therefore could not sustain a conspiracy claim as a matter of law. Resp't Mot. for Summ. J. at 27. The Circuit Court agreed and held that Appellant failed to establish the overt act element for civil conspiracy because the same alleged acts were the basis for her other claims. Gasque Order at 24. That ruling

was correct. *See, e.g.*, *In re Church*, 657 B.R. 431, 443 (D.S.C. 2024) (noting, for the commission of an overt act element, a plaintiff "must plead additional acts in furtherance of the conspiracy separate and independent from other wrongful acts alleged in the complaint, and the failure to properly plead such acts will merit the dismissal of the claim" (quoting *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115–16, 682 S.E.2d 871, 875 (Ct. App. 2009))); *Doe 9 v. Varsity Brands, LLC*, 679 F. Supp. 3d 464, 493 (D.S.C. 2023) ("Stated another way, if 'the particular acts charged as a conspiracy are the same as those relied on as the tortious act or actionable wrong, plaintiff cannot recover damages for such act or wrong, and recover likewise on the conspiracy to do the act or wrong.'" (quoting *Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981))).

As to the intent to harm Appellant, there was no evidence Respondent intended to do anything other than meet the professional requirements for the specific plats it was commissioned to produce. Indeed, the plats Appellant takes issue with were prepared in connection with ordinary surveying work and, in several instances, predated Appellant's purchase of Lot 4 in May 2021. As Respondent argued below, it "strains credulity" to suggest Respondent intended to harm a future purchaser through plats prepared before Appellant bought the Appellant Property. Resp't Mot. for Summ. J. at 28. The Circuit Court adopted that reasoning and properly held that it was "impossible for Gasque to have intended to harm Plaintiff with plats that were drawn before Gasque knew of her existence." Gasque Order at 25. Appellant does not—and cannot—show otherwise.

Finally, there was no evidence of any agreement between Respondent and anyone else to commit some unlawful or conspiratorial act against Appellant. Rather, the testimony consistently reflected that Respondent's work was limited to lawful surveying. Other than rank speculation,

Appellant produced no evidence of any agreement between Respondent and anyone else to do anything other than draw plats as appropriate.

In short, Appellant's civil conspiracy theory rests on speculation, not evidence. She offered no separate overt act, no evidence of an agreement, and no evidence of any intent by Respondent to injure her. The Circuit Court therefore correctly granted summary judgment to Respondent on the civil conspiracy claim, and that ruling should be affirmed.

C. Slander of title.

Appellant's slander of title claim fails for the same two reasons as her civil conspiracy claim. First, she has abandoned any challenge to the dismissal of that claim on appeal, and, second, Appellant failed to present evidence of several essential elements for a slander of title claim.

In order to establish a claim for slander of title, South Carolina law requires a plaintiff to meet each of the following elements: "(1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff's title and (5) causes special damages (6) as a result of diminished value of the property in the eyes of third parties." *Gleaton v. Orangeburg Cnty.*, 440 S.C. 350, 357, 891 S.E.2d 390, 393 (Ct. App. 2023) (citation modified). Publication, as is typical with any defamation claim, must have been done by the defendant. *See id.* at 358, 891 S.E.2d at 394. Malice is established by proving that the statement was made with knowledge of its falsity "or with reckless disregard of whether it was false or not." *Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 22, 567 S.E.2d 881, 892 (Ct. App. 2002).

Here, the first three elements are completely absent from the record. Beginning with the element of publication, the Circuit Court found that Mr. Gasque does not record plats. Gasque Order at 26. Rather, the plats were recorded (and thus published) by the parties who commissioned them. The Circuit Court held that Appellant failed from the outset because there was no evidence

that Respondent published the allegedly slanderous plats. Gasque Order at 26. That alone supports affirmance.

Regarding the falsity element, as Respondent explained below, none of the supposed "false" depictions were, in fact, false. Resp't Mot. for Summ. J. at 29–30. Specifically, the 5' prescriptive easement notation did not purport to define the width of the dirt access road or any 50-foot roadway easement; it referred to a separate ditch or suspected water line noted in the field. *See* 1997 Plat; Depo. D. Gasque, 58:15–59:23. The North Branch was not "deleted," but instead was depicted where appropriate (for example, in the Location Map in the upper left corner of the 2020 Lot Line Plat) and, when outside the survey tract, treated as "window dressing" orientation material. Depo. D. Gasque, 116:19–117:5; Resp't Mot. for Summ. J. at 9, 24. Roberta Lane, the Reserved Area, and the Border Property likewise were not "subsumed" or eliminated, and the 2022 Plat merely depicted a proposed easement furnished by the developers. *See* 2022 Plat; *see also* Depo. D. Gasque, 184:25–185:25. The Circuit Court properly viewed this evidence as failing to support falsity and held Appellant failed to show or otherwise provide evidence that anything in Respondent's plats was false. Gasque Order at 26–28. Appellant fails to point to anything on appeal that puts this into genuine dispute.

Finally, as to malice, Appellant completely failed to offer any evidence to suggest that Respondent drafted any of the plats with malice. Indeed, Mr. Gasque testified consistently as to why each plat was drawn the way it was, including that some off-tract details were omitted because they were outside the survey's purpose and would have cluttered the plat. Gasque Order at 26. At most, Appellant disagrees with how Respondent depicted certain features on plats prepared for limited surveying purposes. That is not evidence of malice, and the Circuit Court correctly found

no evidence that Respondent completed any plat with malice or with knowledge of falsity. Gasque Order at 26.

It appears that Respondent is only in this litigation because of Appellant's unwavering commitment to misreading plats and speculation tied to that fundamental misunderstanding. In short, Appellant's slander of title claim fails for the same reason as her other claims against Respondent: she substituted speculation and disagreement for evidence. Accordingly, the Circuit Court correctly granted summary judgment on this claim and this Court should affirm.

CONCLUSION

For all of the foregoing reasons, Respondent respectfully requests that the Circuit Court's Order granting Respondent Summary Judgment be affirmed.

Respectfully submitted,

Dated: June 8, 2026

GORDON REES SCULLY MANSUKHANI

By /s/ *Arden Y. Lowndes*

J. Patrick Norris (SC 78270)
E-mail: pnorris@grsm.com
Arden Y. Lowndes (SC 103220)
E-mail: alowndes@grsm.com
Nicholas Ryan Gex (SC 102523)
E-mail: ngex@grsm.com
677 King Street, Suite 450
Charleston, SC 29403
Telephone: (843) 278-5900

Attorneys for Respondent Gasque & Associates, Inc.