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THE STATE OF SOUTH CAROLINA
The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes III, Circuit Court Judge

Appellant Case No. 2025-001031
Case No. 2021-CP-07-01085

R.V. Resort and Yacht Club Owners' Association, Inc., Securitas Services, Inc., Mike Morales, and Sunset, Inc., Respondents,

v.

Turner's Marina, LLC, Appellant.

Record on Appeal

Volume IV

Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
gregg@alfordlawsc.com
(843) 842-5500
Attorneys for Appellant

Russell P. Patterson
Post Office Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
SC Bar No. 4375
russell@russellpattersonlaw.com
Attorneys for Respondents

INDEX

ORDERS:

- August 5, 2021- Order of Honorable Robert Bonds……1
- November 22, 2022- Order of Honorable Eugene C. Griffin…….5
- June 10, 2024- Supreme Court Order as to Judge Dukes'……12
- August 5, 2024- Order Ruling on Plaintiff's and Defendants' Motion to Enforce Settlement Agreement (Amendment to Lease, Armed Guards/Gates)……...13
- August 5, 2024- Order Granting Defendants' Motion to Enforce Settlement Agreement as to Amended Easement……..59
- January 31, 2025- Order Granting Securitas and Morales's Motion to Enforce Settlement….73
- March 6, 2025- Order Vacating Order of Reference and Assigning Case to Honorable Marvin H. Dukes III……..75
- April 25, 2025- Order Denying Turner's Motion to Set Aside Settlement Due to Mutual Mistake…….....77
- April 25, 2025- Order Denying Plaintiffs Rule 59(e) SCRCP Motion…….....84

PLEADINGS:

- June 21, 2021-Tumer's Summons and Complaint……89
- July 12, 2021- R.V. Resort's Answer……..111
- August 1, 2021- Sunset's Motion to Intervene……117
- August 1, 2021- Sunset's Motion for Temporary Restraining Order……..119
- August 1, 2021- Affidavit of Linda Lockman…….150
- August 25, 2021-Turner's Amended Summons and Complaint…….190
- July 20, 2023- Turner's Third Amended Summons and Complaint……229
- August 3, 2023- RV Resort's Amended Answer and Counterclaim…….…..268
- August 4, 2023- Sunset's Amended Answer and Counterclaim……..…..279

- August 18, 2023- Turner's Reply to R.V. Resort's Counterclaim……324
- August 21, 2023-Turner's Reply to Sunset's Answer and Counterclaim…….328
- December 14, 2023- Proof of ADR……333
- February 23. 2024- Turner's Marina, LLC's Motion to Enforce Mediation Settlement Agreement…….……335
- March 4, 2024- R.V. Resort and Yacht Club Owners Association, lnc.'s and Sunset, Inc.'s Motion to Enforce Settlement…….341
- April 2, 2024-Tumer's Marina, LLC's Affidavit of Neil Turner……410
- April 9, 2024- Sunset, lnc.'s Affidavit of Christopher Sibley…….417
- April 11, 2024- R.V. Resort and Yacht Club Owners Association, Inc. and Sunset, Inc.'s Memo in Opposition to Defendant's Motion to Enforce Settlement…….430
- May 3, 2024- Turner's Marina, LLC's Memo in Support of Motion to Enforce Mediation Settlement Agreement……435
- May 7, 2024-Tumer's Marina, LLC's Motion to Set Aside Settlement Agreement Due to Mutual Mistake……..437
- May 8, 2024- R.V. Resort and Yacht Club Owners Association, Inc. and Sunset, Inc's Supplemental Memo in Support of Motion to Enforce Settlement……443
- May 13, 2024-Turner's Marina, LLC's Memo in Response to Supplemental Memo of May 8. 2024……482
- May 30, 2024-R.V. Resort and Sunset's Reply Memorandum in Response to Plaintiff's Memorandum of May 13, 2024……..496
- May 31, 2024- Turner's Marina. LLC's Memo in Response to Defendants' Reply to Memo of May 30, 2024……..502
- August 15. 2024- Plaintiff's SCRCP 59(e) Motion to Alter or Amend Orders dated August 5, 2024……507

- September 24, 2024- Affidavit of Linda Lockman…….510
- January 21, 2025- Sunset, Inc. and R.V. Resort and Yacht Club Owners Association, lnc.'s Memorandum Opposing Plaintiffs Rule 59(e)SCRCP Motion……..524
- March 17, 2025- Stipulation of Dismissal of Securitas and Morales…….572
- May 23, 2025-Turner's Marina. LLC's Notice of Appeal to Court of Appeals……..574

TRANSCRIPTS:

- April 11, 2024, before the Honorable Marvin H. Dukes III…..……..……....647
- May 8, 2024, before the Honorable Marvin H. Dukes III……..732
- January 21, 2025, before the Honorable Marvin H. Dukes III.....757

OTHER:

- Plat Book 29 Page 184……...…787
- Plat Book 148 at Page 160……788

1 IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
2 BEAUFORT COUNTY

3

4 TURNER'S MARINA, LLC,

5
Plaintiff,
6

7
vs. CASE NO. 2021-CP-07-01085
8

9 R.V. RESORT AND YACHT CLUB
OWNERS' ASSOCIATION, INC.;
10 SECURITAS SERVICES, INC.;
MIKE MORALES; and SUNSET, INC.,
11

12 Defendants.
13 _____

14
BEFORE THE
15 HONORABLE: MARVIN H. DUKES, III

16
DATE: APRIL 11, 2024
17

18 TIME: 3:50 P.M.

19
LOCATION: BEAUFORT COUNTY COURTHOUSE
20 MASTER-IN-EQUITY
BEAUFORT, SC
21

22
REPORTED BY: KELLY B. BAEKELANDT, RPR,
23 CSR (GA)
CLARK BOLEN
24 CHARLESTON, SC 29407
843-762-6294
25 WWW.CLARKBOLEN.COM

A P P E A R A N C E S

ON BEHALF OF PLAINTIFF:

LAW OFFICE OF THOMAS C. TAYLOR, LLC
BY: THOMAS C. TAYLOR
PO BOX 5550
HILTON HEAD ISLAND, SC 29938

ON BEHALF OF R.V. RESORT AND YACHT CLUB OWNERS' ASSOCIATION, INC., AND SUNSET, INC.:

RUSSELL P. PATTERSON, PA
BY: RUSSELL P. PATTERSON
PO BOX 8047
HILTON HEAD ISLAND, SC 29938

AND

LIZZI LAW FIRM, PC
BY: CHRISTOPHER D. LIZZI
2170 ASHLEY PHOSPHATE ROAD
SUITE 402
NORTH CHARLESTON, SC 29406

ON BEHALF OF SECURITAS SERVICES, INC, AND MIKE MORALES:

HOOD LAW FIRM, LLC
BY: ALEX BOONE
172 MEETING STREET
CHARLESTON, SC 29401

1 INDEX

2

EXAMINATION	PAGE
REPORTER'S CERTIFICATE	66

4

5 EXHIBITS

EXHIBIT	DESCRIPTION	PAGE
Plf. Exhibit No. 1	December 19, 2023, letter from Christopher Lizzi to Thomas Taylor	46
Plf. Exhibit No. 2	February 2, 2024, letter from Thomas Taylor to Christopher Lizzi	46
Plf. Exhibit No. 3	1984 easement recorded at Book 397 at 16-11	46
Dft. Exhibit No. 1	Excerpt of July 13, 2023, deposition of Neil Turner 30(b)(6) Turner's Marina	46
Dft. Exhibit No. 2	Document entitled Proposal by Lowcountry Ferry LLC to provide Ferry Service from Hilton Head Island to Daufuskie Island in repose to RFP#102023	46
Dft. Exhibit No. 3	South Carolina Code 1976 § 30-7-10	46
Dft. Exhibit No. 4	January 18, 2024, letter from Christopher Lizzi to Thomas Taylor	46
Dft. Exhibit No. 4A	January 31, 2024, email from Christopher Lizzi to Tom Taylor and CC Chris Sibley	46
Dft. Exhibit No. 5	February 2, 2024, letter from Thomas Taylor to Christopher Lizzi	46

Dft. Exhibit No. 6	February 16, 2024, letter from Christopher Lizzi to Thoms Taylor	46
Plf. Exhibit 1 in evidence		48
Plf. Exhibit 2 in evidence		48
Plf. Exhibit 3 in evidence		48
Dft. Exhibit 1 in evidence		48
Dft. Exhibit 2 in evidence		48
Dft. Exhibit 3 in evidence		48
Dft. Exhibit 4 in evidence		48
Dft. Exhibit 4A in evidence		48
Dft. Exhibit 5 in evidence		48
Dft. Exhibit 6 in evidence		48

THE COURT: All right, then. Good afternoon. We're here in 2021-CP-07-01085. This is Turner's Marina, LLC, versus R.V. Resort and Yacht Club, et al. Today we have several motions associated with the meaning and interpretation and efficacy of a mediated settlement agreement and dismissal of all claims and counterclaims with prejudice which will appear, I'm sure, as an exhibit from all parties' motions. That agreement appearing to have been signed on the 13th day of December, 2023.

Did I understand that the plaintiff's motion was the first filed; is that correct?

MR. TAYLOR: You -- you did.

THE COURT: Then I'm happy to hear from you, sir.

MR. TAYLOR: Your Honor, thank you very much. Tom Taylor on behalf of Turner's Marina. Judge, we are here today about the mediated settlement agreement which is in front of the Court. You have a copy of it I believe, Judge. This mediated settlement agreement was entered into on December the 13th following what was, Your Honor, the longest mediation I have in

been in, and was a total of more than 15 hours. We begin at 10:00 A.M. and we finished at 2:30 A.M., left Beaufort here that night.

Your Honor, during the terms of the mediation, there were -- it was a lot of back-and-forth between mediation. One of the most interesting things is that Mr. Turner and I had been putting together a draft of a proposal and it was sent to the mediator at 10:00 P.M. that evening after 12 hours, and it has been attached to an affidavit of Neil Turner. Because what we're here about today, Your Honor, is the parties', excuse me, discussion about what the Section 9 paragraph on the mediated settlement agreement means.

That provision reads the 1984 easement recorded at Book 397 at Page 1612 will be updated to include granting access to the Association, owners of the property, and each of their guests, lessees, invitees, and licensees to Parcel B. The parties agree that Parcel B is referenced in Plat Book 148 at Page 60. Parcel B being basically property that is owned by Turner's Marina.

The most interesting thing, Your

Honor, and the most I think determinative thing to any dispute over this issue is shown in what I'm handing up to be Mr. Lizzi's letter to me of December the 19th. And I'm handing Chris and Russell both a copy of that. And, Your Honor, you will see --

I'm sorry, Russ, that must not have printed on the right -- front page.

You will see, Your Honor, that six days after the mediation agreement was entered into Mr. Lizzi wrote me on behalf of the Association and said: Regarding the modification of the easement, paragraph 9 of the settlement agreement grants access to the Association, owners of the property, and each of their guests, invitees, and licenses to Parcel B. There are no restrictions to this access specified in the settlement agreement. It was agreed to in mediation.

This additional access was granted to resolve the dispute on access to the recreational facilities in Parcel A, as well as to resolve the issues with lot owners being trespassed when going across Parcel B whether walking or by vehicle. Please ensure that the

updated easement affords the access we agreed to, and has a copy of the referenced plat attached.

And, Your Honor, we then on February the 2nd forwarded to Mr. Lizzi and the Owners' Association a proposed amended easement which specifically provides, Your Honor, as I'm handing up, a new easement with a plat that shows of key importance, Your Honor, the entry and the exit on the amended easement.

MR. PATTERSON: Do you have copies of what you've given the Court?

MR. TAYLOR: I do.

And, Your Honor, for comparison purposes, I think it's important that the Court be aware that this is what I'm handing up now, and, Judge, I'll give a copy to the court reporter, this is the original recorded easement, sir. 1984 original recorded easement. This is the easement which provided access to the campground, Judge, from Jenkins Island Road.

And the terms of that easement are expressed. It provides that the grantor is granting and selling to the grantee a permanent nonexclusive right-of-way across the paved on -- over and across the paved roads located on that

certain property owned by the grantor now owned by Mr. Turner. The easement is granted to allow and facilitate general access from the entrance of the R.V. Resort to the boundary of the lots by those persons or entities who are owners of the property.

That's clear. The recorded 1984 easement is clear as a bell, and it provides that all the campground lot owners have access common across Turner's Marina's land to enter into the campground.

A dispute arose, Judge, during the past three years over access to what is known as the leased area. There's a 99-year lease area that the Association granted to Mr. Turner. You're familiar with that lease and that was at the heart of this lease dispute. Our position has always been that there was no right reserved in that lease because it is an exclusive lease. It says exclusive lease on it. And it is -- there is nothing that the Association had the right to do to grant access to others to that. The only caveat was that lot owners were allowed to use it in conjunction with Mr. Turner.

This dispute, of course, arose,

Your Honor, because Sunset came into the case, petitioned to be admitted into the case, and got a temporary retraining order that provided that Turner's Marina had to allow access across its property to the customers of Sunset because the Association had failed to ever provide them with any type of written easement or any access to it. We contended that there was no access to it and that the restaurant people needed to do what they had always done, Judge, which was park on Jenkins Island Road until the lot owners got together and convinced the State to put up no trespassing signs and no parking signs there so that no one could park there. All in an attempt, we believe, Your Honor, to hurt Mr. Turner's business.

But to get back to easement issue here, Judge. The dispute before we went to mediation was that the Association and the Sunset restaurant people did not have a platted easement that would allow them access across Turner's Marina's land to get to the restaurant, and so we have given them that. And that is what now the Association wants to convert into, Judge, nothing less than a full license to run amuck by everybody all over Turner's Marina's private

land. And it's just bizarre.

It reminds me very much of the year and a half ago time that we sat here and we negotiated and resolved the entire case --

MR. LIZZI: I'm sorry. I'm going to object to that, Your Honor.

MR. TAYLOR: -- and then they backed out of that. And the Court understands that, and I'm not going to say anything more about it.

MR. LIZZI: I'll just object to that.

THE COURT: Yeah. Well, you know --

MR. TAYLOR: Yes, sir.

THE COURT: -- sustain. So go ahead.

MR. TAYLOR: But it's as clear as it can be that the intention of the mediation was to provide when -- when Turner's Marina agreed early in the mediation to allow there to be some access to its exclusive leasehold, then we -- we went the rest of the day and worked on all the additional issues that there could be to this.

Judge, there's just -- it's almost

bizarre to be arguing about an easement not having a terminus and an entrance, because, under the law in South Carolina as in most other states, any easement has to -- that isn't a pertinent easement -- and there's no question that's what this is under South Carolina law -- has to have a terminus. It has to have a connection to the benefited land, and that is exactly what we have proposed in this matter.

But somehow, somebody has come up with the idea that they now wish to have this interpreted to be a full -- again, Judge, what would have to be called in South Carolina -- license for every lot owner in the -- in the campground to come on Turner's Marina's docks, walkways, boardwalks at any time they want to for the purposes of loitering. They do not benefit Turner's Marina when they do this. They do not provide any benefit whatsoever economically. And they -- they increase the risk to us substantially of people being on the land.

Now, there will be some argument, I believe, about some assertion of trespass and how this was meant to cure the trespass. Your Honor, that's exactly right because the first thing out

of Mr. Patterson's mouth when he entered into the case was that we were keeping his people from coming to the restaurant and we were accusing them of trespassing. That has always been the issue here in this case was whether or not the lot owners or the guests of the restaurants were allowed to come Turner's Marina's land in order to access the leasehold. And by virtue of these lengthy negotiations, we all came to an agreement that the restaurant owner -- that the restaurant customers would have certain designated parking spaces during certain designated times and that for -- that in exchange for that, they would have access and a platted easement to come across and access it.

In no way was there ever any indication that there was going to be some carte blanche opened up access to all of Turner's Marina's property because it is just something that is not a part of the campground. The Association wants to present this as being a unification where somehow the campground and the marina are all one unit, and, Judge, that's just not legally what it has ever been. Mr. Turner owns this privately and it's his lot.

The easement recorded in 1984 was agreed to be amended and that amendment has been proposed and the Association and Sunset are refusing to agree to it.

As the Court will see from the affidavit of Mr. Turner and the attached email that was sent, Judge, there were by and large over 13 hours, there were seven items resolved and then in the last three hours there were four additional items resolved.

This is, Your Honor, nothing more than an attempt to change the overall terms of the mediated agreement and we would -- we would propose, Your Honor, that the Court order the Association to move forward with the signing of the easement that we have drafted and given them. It provides for the access that they wanted, and it provides ease of access across Turner's Marina's property to get to the two places that they need to get to. One is the campground and the other is the leasehold property interest.

And, Your Honor, there are no more restrictions in the proposed easement than in the original, and they did not negotiate for any more access whatsoever. Your Honor, the argument I

anticipate you will hear is that Turner's Marina in exchange for a -- as Mr. Sibley actually wrote in the -- in an affidavit, which is complete misrepresentation, there -- there was some agreement that there would be an exchange for cutting Turner's Marina's rent in half. That there would be this expanded easement. And, Your Honor, that's simply not the case. What happened was early on in the mediation when it was first agreed that Turner's Marina would agree that the exclusive agreement easement was no longer going to be exclusive, then at that point in time the Association agreed to reduce his rent. And that is all there was to it, and completely straightforward.

The addition of the thought that came either days or weeks or months afterwards to convert this idea of the easement into a license is just not within South Carolina law. It is not appropriate that an appropriate easement could be that way. It has to have some type of entrance and terminus, and this is the only way that it could possibly be appropriate.

THE COURT: All right. Thank you.

MR. PATTERSON: Your Honor --

MR. LIZZI: Can I go on this one, on the easement?

MR. PATTERSON: All right. That'd be -- I'm aware of what we talked about.

MR. LIZZI: Oh, well.

MR. PATTERSON: You said --

MR. LIZZI: They're doing his motion right now.

MR. PATTERSON: All right. Go ahead.

MR. LIZZI: I mean, they're doing his motion first.

THE COURT: But, I mean, you can segue straight into yours if you want because it's --

MR. LIZZI: Okay.

THE COURT: -- two sides of the same coin I'm guessing, right?

MR. PATTERSON: Go ahead if that's what you want to do, but I've got --

MR. LIZZI: No, we can just segue into ours. We're going to have Russell go first on part of ours.

THE COURT: Whatever you-all would like to do.

MR. LIZZI: Okay. Okay.

MR. PATTERSON: Your Honor, Mr. Taylor did not discuss or reference the second issue that we had between the parties. There is an issue and primarily Mr. Lizzi's going to address the easement issue.

The second issue is the amendment to incorporate into a binding document to be recorded all the provisions and changes to the 99-year recorded lease. And I'm going to touch based with just the 99-year lease issues at this point.

The provisions of the settlement agreement that you have, the mediated settlement agreement, that must be put in a recorded document. Since they've changed or modified a 99-year lease between Turner and POA and involve an interest or a restriction on the use of land are as follows.

If you go down the agreement, Section 1 talks about a change in the rent.

Section 2 has very, very specific use restrictions in granting of rights over 23 designated parking spots for the duration of the 99-year lease.

Section 3 has a restriction that you cannot have overnight parking.

Section 4 says that -- talks about restrictions on the use of the bathroom. That's in the first floor of the two-story building.

Section 5 talks about use restrictions on pool and sets forth an enforcement process.

Section 6 says that: Grants specific authority to the Association to reconfigure the 23 spaces, details the process, talks about who has what rights upon redevelopment.

And then it says that neither Sunset or the Association can interfere with Turner's use and operation of a trash dumpster next to that.

Section 7 is an acknowledgement by Turner that affirms that the restaurant and the ship store are not part of the 99-year lease, but are controlled by the Association.

But it also imposes a use restriction on the real property that is part of the ship store. It can't be used for commercial purposes.

Section 8 states that Turner's is the rightful holder of the 99-year lease as modified by the settlement agreement.

Section 10 is a use restriction on Turner's property that he will not use, hire or employ armed security guards. That's a use restriction like a covenant.

Section 11 and 12 are use restrictions on putting up gates on Mr. Turner's property.

Number 11 says he will not undertake any efforts to erect a vehicle gate in the interior of his property.

And section 12 says if he tries to put an entrance gate -- a gate at the entrance, he must give us 30-days' notice prior to doing that. Again, those are use restrictions.

Based upon our position, all of these points involve a lease that is greater than 12 months in duration or an interest in land or rights and restrictions on the land on January 8th, 2024.

Mr. Lizzi, I'm going to hand up a package of exhibits I'm going to refer to, and I'll hand a copy of counsel. And I'm going to

hand one to the Court, and I'm going to walk through --

THE COURT: Thank you.

MR. PATTERSON: -- these lease issues.

THE COURT: Now, do we have copies for our court reporter --

MR. PATTERSON: I have --

THE COURT: -- so far? Okay.

MR. PATTERSON: I'm going to give her my copies before I leave.

THE COURT: All right.

MR. PATTERSON: All right. So I'm going to turn to what happened after the mediated settlement agreement as far as the lease. Exhibit 4, if you'll turn to that. I'm sorry, a little out of order, it's January 18th. Mr. Lizzi sent a proposed Second Amendment to the 99-year lease which simply set forth almost verbatim the terms and conditions that impact the lease that I just went through. Okay? Didn't add any other language, didn't change the language. I -- I -- it's basically has in a recordable document all the changes to the lease that were agreed in the settlement agreement.

I pointed out in our motion, and I'm pointing out to the Court, we mistakenly left out Section 11 and 12 of the settlement agreement dealing with the gate in this proposed second amendment. So with part of our request from the Court if you agree with our arguments, we need to include the restrictions on the gate in Section 11 and 12 to this proposed second amendment, which is Exhibit 4 of the package I handed you.

And if you'll look at what is included, we have a second amended to lease, which you can go back through and it's basically cut and paste of the settlement agreement. Then it has an Exhibit A, which is the photograph that designates the 23 parking spaces. This was part of the settlement agreement. And so we had to have a way to identify the spaces we're talking about in the recorded lease.

Then the next, Exhibit 1, is the actual original recorded 99-year lease.

Exhibit 2 to that package was the first amendment of October 1981.

And then I have attached just to make it easy for the other side to review three

of the referenced plats. And it's been pointed out to me that the last reference plat I have a typo as recording information. It should be 148 at 60 not 148 at 160.

THE COURT: Okay.

MR. PATTERSON: So we sent this package as far as the lease provisions to the other side tracking verbatim what was in the settlement agreement. In response, we received Exhibit 5 from Mr. Taylor, which is February 2nd, 2021 -- '24. And, as to the lease, he is saying that there is -- this is the first paragraph of his letter deals with the lease. He says there's no need to do an amendment lease, there's no need for recorded documents. The only thing that they did want to have recorded is his reduction in rent.

And so as far as many of the other terms, he said all we need is a letter from Mr. Turner which he attached which cut and pasted some of the provisions that I went through, but it's not in recordable form. And even his letter does not deal with Section 7 the restaurant and ship store is not part of the lease, no armed security guards and nothing as to the gates. And

he attached -- he basically took my Word version or a Word version of the second amended lease, took everything out except section 1, the rent. The one thing that benefited him, he said, yeah, I want to get that recorded. Okay? So nothing else is recorded.

So the Court is very well aware of probably the century goal longstanding South Carolina law as shown in the recording statute which I've attached, and I know you're very familiar with it, as Exhibit 3. That basically says, and it said forever: Any leases between a landlord and tenant longer than 12 months has to be recorded to be valid against third parties. And then it said: Generally, all instruments in writing conveying an interest in land have to be recorded to be valid against subsequent purchaser.

And that's obviously why all use restrictions, covenants. That's why this 99-year lease was recorded because that has to be recorded if it's going to be enforceable against anybody from the date of recording forward.

All of the provisions that we have listed are all amendments or changes to the

99-year lease. They all involve an interest in real estate. They all grant rights in real estate where they provide use restrictions. There's absolutely no question for any of those provisions to be enforceable, they have to be recorded.

So why are we worried about that? Other than to be, you know, competent lawyers, that you see something that needs to be recorded, you take the steps to record it. We're not changing a single word in the settlement agreement. All we're doing is that's what you agreed to, let's put it -- record it so it complies with the statute.

The one reason we're worried about it, Mr. Turner here has already tried to sell this marina as shown in Exhibit 1. He testified at his deposition in 2018 he tried to sell the marina for $8,600,000. And Exhibit 15A is a very detailed sales brochure where he tried to do that.

Obviously, he might have the marina under contact to sell today. We don't have any way of knowing. And if he does sell it, and we don't have these lease provisions recorded, then

we're going to be out of luck trying to deal with the new owner. He's going to say, I'm only bound by what's recorded at the courthouse. All of these things, the gates and parking and everything -- all that, a lease that's over a year and it's an interest in land and you didn't get it recorded, you're out of luck. You can't enforce it against me.

The other reason we're worried about it is since the sale in 2019, in two thousand -- just a few months ago, October 2023 as shown by Exhibit 2, Mr. Turner made a proposal that he signed to the County that run the Daufuskie ferry. You've probably seen it. It's made the news quite a bit because certain people aren't very happy about how he's running it. That's not the point of why I'm bringing it up.

If you look at Page 2 and 3 of his proposals to the County, he was going -- he proposed that his marina be the disembarkment point for the thousands and hundreds of thousands over the year of people that would go to and from Daufuskie. They'd all go right through this parking lot we're talking about and these roads in the R.V. Resort. And he proposed that the

County deed over to him the public road right next to it so he could convert that to parking.

And he also said Hilton Head offers all the amenities bathrooms. Well, right now there's only one bathroom and that's under the restaurant.

And we're talking about -- I don't -- Judge, I don't know if you've been over to Hilton Head lately since they've changed the marina, but there are hundreds of cars parked using this Daufuskie ferry in a parking lot they're using on Pinckney Island. So that would be literally hundreds of thousands of people going through this property that we just did this agreement on. All right?

Fortunately or unfortunately the County accepted his bid and he's running the ferry, but they didn't accept at this point his proposal to run it out of his marina. Who knows if that's going to change. Okay?

So, at this point, it's certainly in the realm of possibility that he could sell the marina or do some other business deal that dramatically impacts this settlement that we've reached. And if it is not recorded, we have zero

protection against third parties.

The -- these provisions must be placed on record, and we don't care if we call it an amended lease or we call it an agreement affecting title. But it's got to be recorded to be valid and enforceable. And that's all we're asking. We're not asking to change a single provision in the settlement agreement, we just want it to be recorded.

THE COURT: Thank you so much for that.

MR. PATTERSON: And I'm going to let Mr. Lizzi talk about, and I may add some comments in on the easement agreement that Mr. Taylor just talked about.

THE COURT: All right.

MR. LIZZI: And, Your Honor --

MR. PATTERSON: 4A is which unit?

THE COURT: Y'all keep track of what we're going to end up giving our court reporter.

MR. PATTERSON: All right. Go ahead.

MR. LIZZI: The reason why Mr. Taylor was here first on -- I guess first to

the courtroom, like -- but I'd hand this to the Court. We sent a letter on February 16th outlining and asking him to approve our amended and restated easement as well as the amended lease. And gave him a time frame to respond by and the -- we received no response except a filed motion or -- and that was just a peremptory motion that was filed on his part.

But, Your Honor, South Carolina law, and this is in my brief, is clear. Unless an agreement is ambiguous, unless an agreement has two different meanings, there will be no parol evidence and -- and, you know, I -- I applaud Mr. Taylor trying to interject parol evidence and in has just left the clear meaning of these -- of this document. The language in this mediated settlement agreement and dismissal of all claims and counterclaims with prejudice, especially as to the easement.

And Paragraph Number 9 is clear. A 1984 easement recorded at Book 397 at Page 1 -- 1612 will be updated to include granting access to the Association, owners of property, and each of their guests, lessees, invitees and licensees to Parcel B, end quotes. The parties agree that

Parcel B is referenced in plat book 148 at page 60.

Now, we did have a -- a typo on our amended easement and restatement that was presented to him only as to that one term.

MR. PATTERSON: It's 4A, Exhibit 4A --

MR. LIZZI: Yeah.

MR. PATTERSON: -- where you sent me an email?

MR. LIZZI: Yeah.

And, Your Honor, this is the actual amended --

MR. PATTERSON: He has that.

THE COURT: Okay.

MR. PATTERSON: You're referring to Exhibit 4A --

MR. LIZZI: 4A.

MR. PATTERSON: -- for the court reporter?

MR. LIZZI: Yes.

THE COURT: Which, again, we -- our court reporter doesn't have any exhibits yet, so.

MR. PATTERSON: I'm going to hand her all the exhibits before the end of this

hearing.

THE COURT: Okay. We'll go through it before we close the record.

MR. LIZZI: And, Your Honor, our amended and restated easement just tracks the language clearly of -- of the agreement. Your Honor, there is no other interpretation. They've attempted to interject parol evidence and he tried to interject that Mr. Turner -- Mr. Turner was drafting a document. Well, any conversations and any other things going on prior to the signing of the agreement are concerned merged into that document as long as the document itself is unambiguous and clear -- has a clearer meaning. There is no clearer meaning to this.

Parcel B, they went -- it went twice. It says Parcel B and then we went on to describe what Parcel B was. So there was no -- there was no interpretation of where this easement was being granted.

And if we want to look back at -- historically, historically when they advertised this resort in the beginning, it showed use of all this property. The people were using all of the -- had access to the --

MR. TAYLOR: Judge, I object to that because the Court has already ruled that inadmissible in our earlier case.

THE COURT: Okay.

MR. TAYLOR: And it's complete hearsay.

THE COURT: Well, anyway, just move on, if you would. Thanks.

MR. LIZZI: So, Your Honor -- and there were trespass notices given and there was a reason for the -- the R.V. Resort Association to want to make sure that the -- their owners, guests and lessees and invitees were able to enjoy the resort, enjoy walking down to the water, and weren't being given trespass notices.

And Mr. Taylor brought up and showed the Court the original lease. And, Your Honor -- the original easement. And, Your Honor, in the original easement it was clear, it had the word paved roads. Even -- he even circled it when it was given.

MR. PATTERSON: Your Honor, I want to correct that. I think I circled that --

MR. LIZZI: Oh, okay.

MR. PATTERSON: -- as part of the

lease long ago. Not --

MR. TAYLOR: I'm glad -- I'm glad to take credit for it.

MR. PATTERSON: Long ago, not for this hearing.

THE COURT: That's all right. It was circled sometime after it was filed.

MR. PATTERSON: Yes.

THE COURT: Fair -- fair enough.

MR. LIZZI: There is a circle around the one I have.

THE COURT: All right.

MR. LIZZI: But it does emphasize, whoever circled it, that it only dealt with the paved roads and limited the access by the resort R.V. Association and lot owners as to what he believed is access to other parts of Parcel B. He trespass noticed people on it. That was part of the lawsuit. And if the agreement -- and if they wanted the agreement to limit that, then it should have been in the four corners of the agreement.

Because the agreement itself is just clear. There's no ambiguous terms. And -- and we don't get to parol evidence. We don't get

to see what he drafted at 10:30 and said that he emailed to somebody. We don't get the -- any evidence as to what he thought and what -- when -- it's a clear precise language in the agreement.

Your Honor, we believe that the -- that the Court should adopt the amended -- and we will fix the mistake as to the page number -- but the amended and restated easement because it just sets forth verbatim what the parties agreed to. It made no different -- it made no -- we took no liberties as to add or delete anything from the agreement.

And, Your Honor, we are not here to relitigate or take these parties and make them endure a longer mediation, because this seems like it's trying to get a second bite of the apple --

MR. TAYLOR: Sure does.

MR. LIZZI: -- or buyers remorse as to what happened in the mediation. Parcel B is clear. There's -- we have the page number, we have the book number, and we have the description, and there's no ambiguity whatsoever.

Thank you.

MR. PATTERSON: Your Honor, I just want to add a couple of points and then we'll be done with our side. Keep in mind, this is a 16-hour mediation. Every single comma, word, provision in this settlement agreement was reviewed carefully by a large number of people, including Mr. Turner and his attorney. It's signed by all the parties and his attorney. There's nothing ambiguous about Section 9. It couldn't be written any more clearer. There is -- you are not allowed to go look at any other document or affidavit, you have to look at the four corners. And it has recording information of the original easement, and it says that's going to be updated, which means amended, and it says that each of these guests, the Association, the owners, the guests, the licensees are granted access to Parcel B. That's -- that's the easement. They're granted access. And they define what Parcel B is, which is all of the land Mr. Turner owns. And that's dot, period, end of discussion.

You can't -- what Mr. Turner is asking you to do is, yeah, I signed that and my attorney signed it, but really what that meant

was access -- and I want to add the words paved roads. I want to do that now after my 16-hour mediation. You don't have -- Judge, you don't have the authority to do that. He doesn't have the power to do that. If that's what he wanted to put, he could have done that in the 16 hours.

And if you decide to do that, I mean, then this whole settlement agreement means nothing. And the Court had -- I don't know how many hours and hundreds of millions of dollars of training mediators and getting everybody to do the mediation and making sure we have signed settlement agreements and passing a rule that says you got to have a signed settlement agreement, and we do all that and we have a signed settlement agreement but now they want to say, well, that doesn't mean it's the end of the story. Well, it is the end of the story.

I want to also correct two or three comments opposing counsel said as to the '84 easement, which is attached as one of our exhibits and it's recorded 397 at 16-11. It was the third exhibit Mr. Taylor handed up. He said that's an exclusive easement. It's not labeled exclusive easement. The word exclusive is not in

the easement. It's not an exclusive easement.

If you look at the second paragraph, it says: Grantor grants, bargain, sell, and grantee are permanent nonexclusive easement, so it is not an exclusive easement as represented.

Then let's look at who was getting -- what was the purpose of the easement? It was not just the one purpose that opposing counsel said to provide access from the entrance to the lots. It does say that. But then it says -- it has -- then it says: And to the licensees of grantee employed to operate and maintain the improvements constructed on the property in Exhibits A and B and their employees. All right? That's talking -- the improvements is the club -- the two-story building, what was then a tennis court, a ship store, a pool. So there are two groups of people that were specifically granted access over the paved roadways and Parcel B. Okay? We already had those rights going in. We didn't need -- we don't need -- even though I say you don't go outside the four corners of the document, and I'm not waiving that argument because I think that's the end of the

discussion.

But if you did go to the outside of it, why would -- why would we have another -- and negotiate for 16 hours and get the same rights we already have back in 1984 over paved roadway. We didn't, that's why it doesn't say paved roads in that.

Let's look -- the last thing I'll add is this affidavit that Mr. Turner had gotten. What he has an affidavit of, apparently 10:30 P.M. he sent an email to the mediator that none of -- none of the defendants saw, and it has a draft of a settlement agreement, and he has something about an easement. Nobody on our side ever saw that. Nobody on our side ever agreed to it. If you compare his settlement agreement to what was actually signed, there's many, many, many, many, many changes. That document means absolutely nothing. It's four and a half hours before the final settlement agreement was done. All right?

So I guess I've never heard of a party sending emails to the mediator during mediation, but -- since we're all there. But, if that were the case, we could -- we could say, oh,

look at my notes, I told the mediator that we wanted A, B, and C at 11:00. Well, then who cares what you want and who cares what your position was. The only thing in mediation is what did you finally sign with your attorney. And what they finally signed could not be more clearly stated.

And they now have realized once we sent them on Exhibit 4A an easement agreement that tracked the exact language of Line 9, they're saying uh-uh, we -- we don't like the deal we negotiated over 16 hours, we got to get out of it. And that's what the genesis of this motion is.

Thank you.

THE COURT: All right. Happy to hear from your, sir.

MR. TAYLOR: Your Honor, thank you.

Judge, first, as to the points Mr. Patterson was making at the end. Of course, the exclusiveness I was talking about earlier was the lease -- was the 99-year lease and I think the record will show that. I never asserted and do not assert that the easement was an exclusive easement, because it's printed right there that

it's not.

Second, Your Honor, what Mr. Patterson just read to you, it's important to actually look at. Because, again, the recorded 1984 easement says it's granted to allow and facilitate general access from the entrance of the R.V. Resort to the boundary of the lots by those persons or entities who are owners of the property. That's what it provided for. What we negotiated for was an additional access to the leased area, the 99-year lease area, which is what they had complained they did not have and that's what they got out of this.

Judge, if they had wanted to take out the provisions concerning paved roadways, then it would have been easy for them to have done that. Again, we're talking here about a very straightforward premise that says the easement will be updated to include granting access to the Association, owners, their guests, invitees to Parcel B. And then that is completely cleared up by Mr. Lizzi's December 19th letter which says: As was agreed to in mediation, this additional access was granted to resolve the disputes on access to the

recreational facilities in Parcel A as well as to resolve the issues with lot owners being trespassed when they are going across Parcel B whether walking or by vehicle.

Mr. Lizzi knew it then. I don't know what changed his mind about it later. I can guess, but my -- my thought at this moment, Your Honor, is clear that we negotiated and it all works together because Mr. Turner has now agreed to the non-exclusivity of the 99-year lease. Mr. Patterson's clients have parking spaces that are designated at certain times and places. And we all know that this is exactly what the easement is.

And, again, Your Honor, I would go back to reminding the Court that the easement -- an easement requires a terminus. You cannot have a generalized walk-all-over-my-property-type easement. And nobody here is arguing that that is the case. This easement was intended to be extended to that, and that is simply the way that has to be read and has to be operated.

Judge, as to Mr. Patterson's motion, we have no objection after the explanation from by him as to the recording of

the document that will basically be the one that he sent us. There is no reason whatsoever to add into that any provisions concerning anything about the gate. Mr. Patterson said he had left off Numbers 11 and 12 about the gate. Of course, no one would argue seriously that that would in any way impact the lease agreement. That's got nothing that has to be recorded in there. It's a personal commitment by Mr. Turner. Turner's Marina commits not to use higher -- excuse me, that it shall not undertake any efforts to erect a vehicular gate. That would not run with anything later should the property be transferred or sold. It just resolved the dispute here that, for whatever reason, the Association did not want Mr. Turner to have a gate to protect his marina.

But we do not have an objection to Mr. Patterson having the recorded easement provisions that he talked about earlier as long as they are tracking exactly with what the agreement is and do not include anything new that -- now, apparently, about the gate because that's got nothing to do with the lease.

MR. PATTERSON: Can I real quick comment?

THE COURT: Sure.

MR. PATTERSON: So I can understand what was just said. We sent the proposed lease four or five months ago, January 18th, 2024, and y'all have had a chance to review it. Are you telling me that as written, you don't have any changes and you agree to that proposed lease of January 18th of 2024?

MR. TAYLOR: From what we can see as we sit here today as long as it tracks, which I believe you being an honest man, Mr. Patterson, that it tracks the settlement agreement, then no. If not, we'll look at it and be glad to get back to the Court.

MR. PATTERSON: All right. Your Honor, I would just say it was sent January 18th. They had four months to see if it tracked. They -- I explained to them why we needed a recording. And I'm glad they're doing it, I just want to have an understanding either they like -- it's acceptable or it's not. If what they're saying is we're going to look at it and we if it's acceptable, then that's one thing. But I heard him say we think it's acceptable.

MR. TAYLOR: I said as long as it

tracks the mediation agreement, Russell, which I believe is what you represented to the Court it does.

MR. PATTERSON: Well --

THE COURT: Why don't you just take a few days and look at it and --

MR. TAYLOR: Sure.

MR. PATTERSON: The last point, Judge, is there's no logical basis to carve out the gates. It's a use -- restriction on the use of land just like everything else that's in that settlement agreement, and if it's not recorded, he could sell it to a related entity, he could have the property foreclosed, the bank could have and they could put a gate up, or he could sell it to a third party like he's tried to do and they could put gates up and there's nothing we can do about it. They'll say, well, you should have got that recorded. We'll say, yeah, it should be recorded. It's a restriction on the use of land and it needs to be recorded or it's not any good.

MR. TAYLOR: Your Honor -- excuse me, Chris. I didn't realize you were going to chime in. Pardon me.

MR. LIZZI: Yeah, just one thing.

Your Honor, this was Exhibit 2 as to our motion. And this is a letter, the letter that Russell -- Mr. Patterson was just speaking of. And it also sets forth that we believe that all of Parcel B was included. And, as I stated before, he tries to take my letter in December right after it where we were -- we were trying to first draft a document to tell the Court and try to use that as extrinsic evidence and try to modify the written agreement. The written agreement is the agreement, Your Honor. It's clear, unambiguous, and South Carolina law requires that it be taken by its four corners.

And, Your Honor, the Supreme Court of this state took it upon themselves in 2021 to update and clarify Rule 43(k) to make sure that it was clear that when we have the party and counsel in a mediation and they sign an agreement, that that's the agreement and it's enforceable. And this agreement is unambiguous, clear on its face, and we request that it be adopted and that our amended and restated easement be adopted by the Court with that one revision as to the page number.

THE COURT: Okay. Anything else

from anybody?

MR. PATTERSON: Nothing, Your Honor. I -- before we go off, I do want to tell the parties what documents I'm giving to the court reporter to make sure everybody is in agreement.

THE COURT: Yeah, let's make sure everyone has their documents. Why don't we go off the record for a second, so y'all can sort those out.

We'll be off the record for a second.

(Off-the-record conference.)

THE COURT: Back on.

And then has Tom seen them?

MR. PATTERSON: Yeah.

THE COURT: Okay.

MR. PATTERSON: Your Honor, can I provide the following documents to be put in the record that were referenced and provided to the Court.

THE COURT: Yes, please. Why don't we do them one at a time just so our court reporter can get a sticker on them.

MR. PATTERSON: Okay.

MR. LIZZI: Just brief description.

MR. PATTERSON: Let's go off the record.

(Off-the-record conference.)

(Plf. Exhibit No. 1 marked for identification.)

(Plf. Exhibit No. 2 marked for identification.)

(Plf. Exhibit No. 3 marked for identification.)

(Dft. Exhibit No. 1 marked for identification.)

(Dft. Exhibit No. 2 marked for identification.)

(Dft. Exhibit No. 3 marked for identification.)

(Dft. Exhibit No. 4 marked for identification.)

(Dft. Exhibit No. 4A marked for identification.)

(Dft. Exhibit No. 5 marked for identification.)

(Dft. Exhibit No. 6 marked for identification.)

THE COURT: So back on the record.

Organized the exhibits. And, Mr. Patterson, you have both the Plaintiff's and Defendants' exhibits in your hand if -- I believe. Were there some Plaintiff's exhibits in there too?

MR. PATTERSON: Yeah.

THE COURT: If you would just -- brief summary as you can and hand them over the court reporter in order, please.

MR. PATTERSON: Okay. Plaintiff's Exhibit 1 is a December 19th, 2023, letter from Mr. Lizzi to Mr. Taylor.

Plaintiff's Exhibit 2 is a February 22nd, 2024, letter from Mr. Taylor to Mr. Lizzi.

Plaintiff's Exhibit 3 is a 1984 easement recorded at 397 at 16-11.

Defendants' Exhibit 1 is a portion of a July 13th, 2023, deposition of Mr. Turner.

Defendants' Exhibit 2 is a ferry proposal dated October 20th, 2023, by Mr. Turner.

Defendants' Exhibit 4 is a January 18th letter from Mr. Lizzi to Mr. Taylor.

Exhibit 4A, as in apple, is an email of January 31st, 2024, from Mr. Lizzi to Mr. Taylor.

Exhibit 5 is a February 2nd, 2024, letter from Mr. Taylor to Mr. Lizzi.

And Defendants' Exhibit 6 is a February 16th, 2024, letter from Mr. Lizzi to Mr. Taylor.

THE COURT: All right. Those are all admitted without objection.

(Plf. Exhibit 1 in evidence.)

(Plf. Exhibit 2 in evidence.)

(Plf. Exhibit 3 in evidence.)

(Dft. Exhibit 1 in evidence.)

(Dft. Exhibit 2 in evidence.)

(Dft. Exhibit 3 in evidence.)

(Dft. Exhibit 4 in evidence.)

(Dft. Exhibit 4A in evidence.)

(Dft. Exhibit 5 in evidence.)

(Dft. Exhibit 6 in evidence.)

MR. TAYLOR: Your Honor, briefly --

THE COURT: Yeah, go ahead, please.

MR. TAYLOR: -- for the Plaintiff. Thank you.

Judge, just a few points. Judge, first I want to point out a couple things. First you heard when Mr. Lizzi was discussing the issue of what his clients want, you heard him talk

about how they want to be able to walk down and enjoy the water. Again, Your Honor, just reemphasizing the point that I have made all along. There's nothing about an easement that provides anything like that. An easement is a designated right in land to cross someone's land to go another place. They're looking for a license or a total overall right of access to Mr. Turner's property at any point in time. They basically think that the campground is the entire property with the marina included, and as we know from a long, long trial that's simply not the case.

Your Honor, secondly, you heard Mr. Patterson I believe say that if the interpretation of the easement is not the way they want it to be done then perhaps it's not even worth it and why did we bother. Well, Judge, our position is that the amended assessment does grant access to Parcel B just like it says in the mediated settlement agreement in the exact same way as the 1984 does with the exception that it provides access with the other property they own.

And, Your Honor, finally on behalf

of the Petitioners, we ask the Court if the Court is inclined to consider even seriously the idea that this reading of the mediated settlement agreement offers a license to every lot owner there could ever be to come upon Mr. Turner's land at any point in time, then clearly what we have is a mutual mistake in the formation of this agreement and we would move the Court to set the agreement aside in total.

We are prepared today to tender the remaining portion of Mr. Turner's lease payments that were reduced from January, and we can set the case for trial. But we do not believe that there is any way that Mr. Turner could live with this, would never have mediated to it, and certainly it was not our understanding of what the mediation was.

MR. LIZZI: Briefly, Your Honor. Your Honor, I -- I guess I'm old because I can -- I -- I can't even tell you how many times I've heard that argument out of -- out of parties who have had a buyers remorse from an agreement. But that's why I think our Supreme Court in its wisdom went back and made it clear with their -- with -- with their amended language to Rule 43(k)

1 that if you've got your lawyer, that's your day
2 to have your interpretation, that's your day --
3 and you sign this agreement -- and this
4 agreement's clear and this agreement doesn't have
5 multiple meanings. That the law and in citing
6 the -- a contract is ambiguous when the terms of
7 the contract are reasonably susceptible to more
8 than one interpretation. And that's
9 South Carolina Department of Natural Resources
10 versus Town of McClellanville 345 S.C. 617, 623,
11 and 550 S.E.2d 299, 302, a 2001 case.
12 The language is clear. There's --
13 there's no second interpretation, Your Honor.
14 And we can't simply say we made this agreement,
15 we decided that we don't like it, so let's go
16 back to trial. Well, the system in the state of
17 South Carolina would be ground to a halt if every
18 litigant who signed a mediated agreement could
19 just simply say, oh, that's not want I meant.
20 I -- I want out it, Judge. I'll give them the
21 money. I'll give them whatever.
22 This is what this system's for.
23 This is why we got mandatory mediation. They
24 didn't just do it for -- you know, for us to
25 spend some more of our client's money and time

and effort. This was a -- I commend the mediator on this. I have never had a mediator who was willing to take the arduous task that this mediator did.

But, Your Honor, this agreement is good, it's enforceable, and there's no motion before this Court to set it aside and -- and we believe that it should be enforceable as written.

MR. PATTERSON: Your Honor, the last thing I'll say is they're not even arguing it's ambiguous. And if it's not ambiguous, you don't have any authority to change the terms of what's written, so.

THE COURT: Sadly, of course, y'all can't agree on what's written.

MR. TAYLOR: That makes it, Judge, if there's an argument, that makes it ambiguous. Judge, access was -- access to Parcel B was given just like it is set in the mediated settlement agreement and we so move the Court to set it aside if the Court is inclined to read it that way.

MR. PATTERSON: Okay. And we would ask that any such motions be made in writing --

MR. LIZZI: Writing.

MR. PATTERSON: -- with the appropriate --

MR. LIZZI: Notice.

MR. PATTERSON: -- motion and notice of hearing, et cetera.

MR. TAYLOR: Of course that's not what -- that's not what the rules provide, Judge. A motion may be made in open court or must be made in writing with other --

MR. PATTERSON: Okay. I disagree. I disagree for this type of motion. This isn't a trial, and he's had plenty of time. He -- he realized there might be a mistake the day we sent an easement agreement back in January that didn't coincide with what he thought. For months they've known we've had this dispute, and the first time we hear about a mistake -- there's no evidence of mutual mistake. There might be some evidence of a unilateral mistake. But they've had months to file a motion to overturn because of a mistake, and they didn't. They filed a motion to enforce it.

And so we think it's too late to do that. But, obviously, we -- we object to any kind of oral motion along those lines now for the

record.

THE COURT: Let me ask y'all a quick question. May have completely different opinions about all of this. When I look at the original easement, it is obviously restricted to the paved roads only it appears, if I'm reading the right one.

MR. TAYLOR: You are.

THE COURT: Those that may access the easement are, what, owners of the property or any interest in the property, their guests, lessees, invitees, licensees of grantee employed to operate and maintain the improvements constructed on the property, so a wide range of people could access. And, in the change, it is Association, the owners of the property, each of the guests lessees, invitees, and licensees.

So not really a change there, right?

MR. LIZZI: Correct.

MR. PATTERSON: Can you state that another way, Judge? Because I'm not sure I follow what you're saying.

THE COURT: I'm trying to figure out what is to be updated. And so when I look at

the easement itself, the -- I'm sorry, the original easement.

MR. PATTERSON: Yes, sir.

THE COURT: And I read who has the ability to cross this easement or utilize this easement, it has persons and entities who are owners of the property described in B or any interest thereon or portions thereof, their guests, lessees, invitees, licensees of grantee employed to operate and maintain the improvements constructed on the property described in Exhibits A or B, and their employees, grantees, successors in assigns, and property managers. So a fairly wide range of individuals who are permitted under the original easement --

MR. PATTERSON: Correct.

THE COURT: -- to utilize the paved roads in the original one.

MR. PATTERSON: Right. But the point is where it says to maintain the improvements constructed on the property described in Exhibit A.

THE COURT: Uh-huh.

MR. PATTERSON: Exhibit A is the property owned currently by Mr. Turner.

Exhibit B is the entire marina complex. And the improvements on Parcel B they're talking about is the restaurant and ship store. So this easement granted -- already granted lot owners and the people that were running the businesses that were leased by the POA, the restaurant and the ship store, and the people that were running the pool to not -- to go all the way over to not -- to use the paved roads to get to these -- their amenities. That's why it referenced the improvements constructed on Parcel B.

So 1984, everybody had a right to walk on any of these paved roads and go to the restaurant, go to the pool, go to the ship store, to get in and out of the resort. Okay? So under the Plaintiff's contention of what exhibit -- of Section 9 of the settlement agreement had, we wouldn't get any additional rights. We already have the right to go over any of the paved roads to get to anything that's involved with the POA and their amenities under the 1984, because that's why it said -- references improvements.

THE COURT: So what do you contend this gives you?

MR. PATTERSON: In 1984 we had the

right just to walk on the paved roads --

THE COURT: Uh-huh.

MR. PATTERSON: -- to -- any paved road basically in that complex as long as we were going to the marina or we were going in and out to any lot or we're going to the pool or the ship store. Okay? That's what this said. What was negotiated is now you're not -- the word paved roads in the mediated settlement agreement doesn't exist because it's no longer limited to paved roads.

Part of that is people were walking on the sidewalks and Mr. Turner and his people said you don't have the right to walk on the sidewalks, you only can walk on the paved roads so we're going to give you a traffic ticket and we're going to call the sheriff. Now, that's why these new rights were done, it -- it's not limited in any way. We can go anywhere we want in Parcel B for access.

We can't go hang around on the pool -- on the fuel dock because that's not granting us access. We can't mess up his business by camping out. We have to be using it for access. But we can go anywhere on his

property, the sidewalk or cut across the grass to walk, do a shortcut, that's what we gained in the mediated settlement agreement. New rights that we did not have. He wants to limit us to the exact same rights we already had, paved roads. But he didn't use the word paved roads. He didn't put any limit on the access over Parcel B.

MR. TAYLOR: Judge, what Mr. Patterson conveniently overlooks is the wording that says this easement is granted to allow and facilitate general access from the entrance of the R.V. Resort and Yacht Club, which we all would agree is on Jenkins Island Road, to the boundary of the lots by those persons or entities. And we all agreed the boundary to the lots is where the roadway goes into the campground.

Mr. Patterson wants you to think that this was already everything there. It simply was not. That was what was the basis of the fight over access to the leasehold. And we gave them a platted access to cross Parcel B to the leasehold which we all negotiated and gave away certain rights that were exclusive to Turner's Marina there. That's what they gained,

Your Honor.

They didn't gain free-for-all across the property anywhere. And everybody that can read this knows it's from the access of the roadway there. And what it is, if you interpret it any other way, you're just going to have everybody doing what Mr. Lizzi said which was going down and enjoying the views of the water and hanging around anywhere on the marina property they want to go and that was never the intention of the original easement nor this one.

MR. PATTERSON: Your Honor, I'm going to hand you 29 at 184, it's already an exhibit. And I'll point out that is the property description for Parcel B. Okay? When it says Parcel B, the whole place.

THE COURT: Okay.

MR. PATTERSON: Okay?

THE COURT: This is B in the original easement.

MR. PATTERSON: No.

THE COURT: No. Okay.

MR. PATTERSON: This is -- Parcel B -- hold on a moment -- is the property that is owned by Mr. Turner which he actually

owns just a very small piece of property. And that's shown at 57 at 168. And let me get it down before it's confused.

THE COURT: Well, here, this is the one I was using. (Indicating.)

MR. PATTERSON: That's fine. Okay. So he only owns this, which is this parcel right in here. (Indicating.) All right? All the rest of it, he doesn't own. Okay?

THE COURT: Okay.

MR. PATTERSON: So let's just walk through what this easement says. Paved roads located on Exhibit A. Exhibit A is -- look at Exhibit A. It says plat book 29 at 184, which is this, but then it has the metes and bounds. And if you went through the metes and bounds, it would be the same as Parcel B. Okay? All right?

So it says -- so now we're clear on what everything is. It says we're going to give you an easement over the paved roads located on Exhibit A, all right, which is Parcel B, all right, that little stretch right here. (Indicating.)

But then -- hold on a minute. Paved roads, so any paved roads that are on there

we can get from here to get to our lots. But then it says it's granted to facilitate a general access from the entrance by those persons who are owners of the property on Exhibit B.

MR. TAYLOR: It's right here. (Indicating.)

MR. PATTERSON: Right. And Exhibit B is all of the entire property. All right?

MR. TAYLOR: Right here. (Indicating.)

MR. PATTERSON: Remember, here is Exhibit B. (Indicating.)

THE COURT: All right. It's not in here, though?

MR. PATTERSON: No, that's not Exhibit B. Exhibit B is this -- it's a defined document.

THE COURT: Right.

MR. TAYLOR: That's where it is, Russell.

MR. PATTERSON: No, sir. Here's Exhibit B, it's everything. (Indicating.)

THE COURT: You're saying Exhibit B includes this? (Indicating.)

MR. PATTERSON: Yeah, here -- here's the definition of Exhibit B, Judge, 29 at 184. (Indicating.)

THE COURT: Okay.

MR. PATTERSON: All right? So it's -- it's the entire -- what I would call the entire resort. And it says: You have the right of a paved road in Exhibit A. But then it says you also have the right to general access from the entrance to the boundaries of the lots or other areas of owners of property on Exhibit B or any interest, guests, license, invitees to operate and maintain the improvements constructed on the property described in Exhibit A, which is Mr. Turner's property, and B, which is the whole place.

We have improvements, which is the restaurant and the ship store and the pool and the tennis courts on Exhibit B. That's why it says Exhibit B. So we have -- already have the right to go from here to there under -- in 1984. (Indicating.)

His interpretation is you have to get rid of the -- Exhibit B and leave it out. And his interpretation is, oh, we only had access

to get to right here and we had to stop. That's not what the document says. It says Exhibit B, which is 29 at 184. (Indicating.)

And so that's why we're saying we already had the right to get all the way to all our amenities in the 1984 easement, not just to the lots.

THE COURT: All right.

MR. TAYLOR: Judge, if you read that, you'll see that the description that Mr. Patterson actually talks about when he says Exhibits A and B is not an easement of access. It's a description of the people who are allowed to use the platted easement which is to allow/facilitate general access from the entrance to the boundary. And then it describes who those people are, and it says: And licensees of grantee employed to operate and maintain the improvements constructed on the property. So it is a definitive term as to who can use the basic easement that was given. It's not an expansion to any A and B whatsoever. It says who has rights to the platted easement that is set forth there as running from the entry of the roadway to the -- to the lots. That's it.

MR. PATTERSON: Okay. Your Honor, I would disagree. But I would also point this out. It doesn't matter if they thought they were giving us new rights or that we thought we already had rights and now we want to get a little more rights. That's going outside the four corners of the document. All right? So just like you can't rely on Mr. Turner's affidavit as to some email he may or may not send a mediator four and a half hours before we reach a settlement, you really can't rely on even our argument that this -- the rationale of why we have the language the way it is, because you're now going beyond the four corners. And if there's no ambiguity in the document, you don't have to look at either one of these issues. You're not allowed to look at any of them.

THE COURT: All right. Well, I've got some reading to do it sounds like. Thank y'all for a very interesting afternoon. Is there anything else for this record?

MR. LIZZI: No, sir. Except contact for the court reporter, and I'll get that afterwards, Judge.

THE COURT: Okay. All right, then.

Hearing nothing else, that will conclude the record.

(The hearing concluded at 5:06 P.M.)

REPORTER'S CERTIFICATE

I, KELLY B. BAEKELANDT, Registered Professional Reporter and Notary Public in and for the State of South Carolina at Large, do hereby certify that I correctly reported the within-entitled matter and that the foregoing is a full, true and correct transcription of my shorthand notes of the testimony and/or other oral proceedings had in the said matter.

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

Witness my hand, I have hereunto affixed my official seal this 25th day of May, 2026, at Bluffton, Beaufort County, South Carolina.

KELLY B. BAEKELANDT
REGISTERED PROFESSIONAL REPORTER
RPR, CSR (Georgia)
My Commission expires
June 16, 2026

WORD INDEX

< $ >
$8,600,000 24:19

< § >
§ 3:18

< 1 >
1 3:7, 13 4:2 17:21 21:20 23:3 24:17 28:21 46:5, 11 47:10, 17 48:8, 11
10 19:4
10:00 6:2, 9
10:30 33:1 37:11
11 1:15 19:8, 11 21:3, 8 41:5
11:00 38:2
12 6:10 19:8, 14, 20 21:3, 8 23:14 41:5
13 3:11 14:8
13th 5:11, 24 47:18
148 6:22 22:3, 4 29:1
15 6:1
15A 24:19
16 4:1 35:6 37:4 38:12 66:23
160 22:4
16-11 3:11 35:22 47:16
1612 6:17 28:22
168 60:2
16-hour 34:4 35:2
16th 28:2 48:4
172 2:18
18 3:18
184 59:13 60:14 62:3 63:3
18th 20:17 42:4, 8, 16 47:22
19 3:7
1976 3:18
1981 21:23
1984 3:11 6:16 8:18 9:7 14:1 28:21 37:5 39:5 47:15 49:22 56:12, 21, 25 62:21 63:6
19th 7:4 39:23 47:10

< 2 >
2 3:9, 15, 24 4:2 17:22 21:22 25:12, 18 44:1 46:7, 13 47:12, 19 48:9, 12
2:30 6:2
2001 51:11
2018 24:18
2019 25:10
2021 22:11 44:15
2021-CP-07-01085 1:4 5:2
2023 3:7, 11 5:11 25:11 47:10, 18, 20
2024 1:15 3:9, 18, 20, 24 4:1 19:22 42:4, 8 47:13, 24 48:1, 4
2026 66:16, 23
20th 47:20
2170 2:13
22nd 47:13
23 17:23 18:11 21:16
24 22:11
25th 66:16
29 59:13 60:14 62:2 63:3
29401 2:18
29406 2:14
29407 1:24
299 51:11
29938 2:5, 10
2nd 8:4 22:10 48:1

< 3 >
3 3:11, 18 4:2 18:1 23:11 25:18 46:9, 15 47:15 48:10, 13
3:50 1:18
30(b)(6 3:13
302 51:11
30-7-10 3:18
30-days 19:16
31 3:20
31st 47:24
345 51:10
397 3:11 6:17 28:21 35:22 47:16

< 4 >
4 3:20 4:2 18:3 20:16 21:9 46:17 47:21 48:14
402 2:13
43(k 44:16 50:25
46 3:7, 9, 11, 13, 18, 20, 24 4:1
48 4:2
4A 3:22 4:2 27:18 29:6, 7, 17, 18 38:9 46:19 47:23 48:15

< 5 >
5 3:24 4:2 18:6 22:10 46:21 48:1, 16
5:06 65:4
550 51:11
5550 2:5
57 60:2

< 6 >
6 4:1, 2 18:9 46:23 48:3, 17
60 6:22 22:4 29:2
617 51:10
623 51:10
66 3:1

< 7 >
7 18:18 22:23

< 8 >
8 19:1
8047 2:9
84 35:20
843-762-6294 1:24
8th 19:22

< 9 >
9 6:14 7:13 28:20 34:9 38:10 56:17
99-year 9:14 17:10, 11, 17, 25 18:20 19:2 20:19 21:21 23:20 24:1 38:22 39:11 40:10

< A >
A.M 6:2, 3
ability 55:5
able 31:13 49:1
absolutely 24:4 37:19
accept 26:18
acceptable 42:21, 23, 24
accepted 26:17
access 6:18 7:14, 17, 20, 21 8:1, 19 9:3, 9, 13, 22 10:4, 7, 8, 20 11:22 13:8, 14, 15, 18 14:17, 18, 25 28:22 30:25 32:15, 17 34:18, 19 35:1 36:10, 20 39:6, 10, 20, 24, 25 49:8, 20, 23 52:18 54:9, 15 57:20, 23, 25 58:7, 11, 21, 22 59:4 61:3 62:9, 25 63:12, 15
accusing 13:3
acknowledgement 18:18
actual 21:21 29:12
add 20:22 27:13 33:12 34:2 35:1 37:9 41:2
addition 15:16
additional 7:20 11:24 14:10 39:10, 24 56:18
address 17:6
admitted 10:2 48:7
adopt 33:7
adopted 44:22, 23
advertised 30:22
affidavit 6:11 14:6 15:3 34:12 37:9, 10 64:9
affirms 18:19

affixed 66:15
affords 8:1
afternoon 5:2 64:20
ago 11:3 25:11 32:1, 4 42:4
agree 6:21 14:4 15:10 21:6 28:25 42:7 52:15 58:13
agreed 7:18 8:1 11:20 14:2 15:10, 13 20:25 24:13 33:10 37:15 39:23 40:10 58:15
agreement 5:6, 10, 21, 23 6:15 7:10, 14, 18 13:9 14:13 15:5, 11 17:14, 15, 20 19:3 20:15, 25 21:3, 14, 17 22:9 24:12 26:14 27:4, 8, 14 28:11, 17 30:6, 12 32:19, 20, 22, 23 33:5, 13 34:5 35:8, 15, 16 37:13, 16, 20 38:9 41:7, 21 42:12 43:1, 12 44:10, 11, 19, 20 45:6 49:21 50:4, 8, 9, 22 51:3, 4, 14, 18 52:5, 20 53:14 56:17 57:9 58:3
agreements 35:13
agreement's 51:4
ahead 11:17 16:10, 19 27:23 48:19
al 5:4
ALEX 2:17
allow 9:2 10:4, 20 11:21 39:5 58:11
allow/facilitate 63:15
allowed 9:23 13:7 34:11 63:13 64:17
ambiguity 33:24 64:15
ambiguous 28:11 32:24 34:9 51:6 52:11, 17
amended 8:5, 9 14:2 21:12 23:2 27:4 28:3, 4 29:4, 13 30:5 33:7, 9 34:15 44:22 49:19 50:25
amendment 14:2 17:7 20:18 21:5, 9, 23 22:14
amendments 23:25
amenities 26:4 56:10, 21 63:6
amuck 10:24
and/or 66:10
anticipate 15:1
anybody 23:23 45:1
anyway 31:7
apparently 37:10 41:22
appear 5:8
appearing 5:10
appears 54:6
applaud 28:14
apple 33:18 47:23
appropriate 15:20, 23 53:2
approve 28:3
APRIL 1:15
arduous 52:3
area 9:14 39:11
areas 62:11
argue 41:6
arguing 12:1 40:19 52:10
argument 12:22 14:25 36:25 50:21 52:17 64:12
arguments 21:6
armed 19:6 22:24
arose 9:12, 25
ASHLEY 2:13
aside 50:9 52:7, 21
asking 27:7 28:3 34:24
assert 38:24
asserted 38:23
assertion 12:23
assessment 49:20
assigns 55:13
associated 5:5
ASSOCIATION 1:9 2:7 6:19 7:12, 14 8:5 9:15, 21 10:6, 18, 23 13:21 14:3, 15 15:13 18:10, 15, 21 28:23 31:11 32:16 34:16 39:20 41:15 54:16
attached 6:11 8:2 14:6 21:24 22:20 23:1, 10 35:21
attempt 10:14 14:12
attempted 30:8
attorney 34:7, 8, 25 38:5
authority 18:10 35:4 52:12
aware 8:15 16:4 23:7

< B >
back 10:16 21:13 30:21 37:5 40:16 42:13 45:14 46:25 50:24 51:16 53:14
back-and-forth 6:6
backed 11:8
BAEKELANDT 1:20 66:4, 21
bank 43:14
bargain 36:3
based 17:11 19:18
basic 63:20
basically 6:23 20:23 21:13 23:1, 12 41:1 49:10 57:4
basis 43:9 58:20
bathroom 18:4 26:5
bathrooms 26:4
BEAUFORT 1:2, 18, 20 6:3 66:17
beginning 30:23
BEHALF 2:3, 7, 14 5:19 7:11 49:25
believe 5:22 10:14 12:23 33:6 42:11 43:2 44:4 47:3 49:15 50:13 52:8
believed 32:17
bell 9:8
benefit 12:17, 19
benefited 12:8 23:4
beyond 64:14
bid 26:17
binding 17:8
bit 25:15
bite 33:17
bizarre 11:1 12:1
blanche 13:18
Bluffton 66:17
boardwalks 12:16
BOLEN 1:23
Book 3:11 6:17, 22 28:21 29:1 33:23 60:14
BOONE 2:17
bother 49:18
bound 25:2
boundaries 62:10
boundary 9:4 39:7 58:14, 15 63:16
bounds 60:15, 16
BOX 2:5, 9
brief 28:10 46:1 47:7
briefly 48:18 50:18
bringing 25:17
brochure 24:20
brought 31:16
building 18:5 36:17
business 10:15 26:23 57:24
businesses 56:5
buyers 33:20 50:22

< C >
call 27:3, 4 57:17 62:6
called 12:13
campground 8:20 9:9, 11 12:15 13:20, 22 14:20 49:10 58:17
camping 57:24
care 27:3
carefully 34:6
cares 38:3
CAROLINA 1:1 3:18 12:3, 6, 13 15:19 23:9 28:9

44:12 51:9, 17 66:6, 17
cars 26:10
carte 13:17
carve 43:9
CASE 1:4 10:1, 2 11:4 13:2, 5 15:8 31:3 37:25 40:20 49:13 50:13 51:11
cause 66:13
caveat 9:23
CC 3:22
century 23:8
certain 9:1 13:11, 12 25:15 40:12 58:24
certainly 26:21 50:16
CERTIFICATE 3:1 66:2
certify 66:7, 12
cetera 53:5
chance 42:5
change 14:12 17:21 20:22 26:20 27:7 52:12 54:15, 18
changed 17:16 26:9 40:6
changes 17:9 20:24 23:25 37:18 42:7
changing 24:11
CHARLESTON 1:24 2:14, 18
chime 43:24
Chris 3:22 7:4 43:23
CHRISTOPHER 2:12 3:7, 10, 20, 22, 25 4:1
circle 32:10
circled 31:21, 23 32:7, 14
citing 51:5
claims 5:7 28:18
clarify 44:16
CLARK 1:23
clear 9:7, 8 11:18 28:10, 15, 20 30:14 31:19 32:24 33:4, 22 40:8 44:12, 17, 21 50:24 51:4, 12 60:18
cleared 39:22
clearer 30:14, 15 34:10
clearly 30:6 38:7 50:6
clients 40:11 48:25
client's 51:25
close 30:3
CLUB 1:9 2:7 5:4 36:17 58:12
Code 3:18
coin 16:18
coincide 53:15
come 12:10, 15 13:7, 14 50:5
coming 13:3
comma 34:4
commend 52:1
comment 41:25
comments 27:14 35:20
commercial 18:24
Commission 66:22
commitment 41:9
commits 41:10
COMMON 1:1 9:9
compare 37:16
comparison 8:13
competent 24:8
complained 39:12
complete 15:3 31:5
completely 15:15 39:22 54:3
complex 56:1 57:4
complies 24:14
concerned 30:12
concerning 39:15 41:3
conclude 65:1
concluded 65:3
conditions 20:20
conference 45:13 46:4
confused 60:3
conjunction 9:24
connection 12:8
consider 50:2
constructed 36:14 54:14 55:11, 21 56:11 62:13 63:19
contact 24:23 64:23
contend 56:23
contended 10:8
contention 56:16
contract 51:6, 7
controlled 18:21
conveniently 58:9
conversations 30:11
convert 10:23 15:18 26:2
conveying 23:16
convinced 10:12
copies 8:10 20:6, 11
copy 5:22 7:5 8:2, 16 19:25
corners 32:21 34:13 36:24 44:13 64:7, 14
correct 5:14 31:23 35:19 54:20 55:16 66:9
correctly 66:7
counsel 19:25 35:20 36:10 44:18 66:13
counterclaims 5:7 28:18
COUNTY 1:2, 18 25:13, 19 26:1, 17 66:17
couple 34:2 48:23
course 9:25 38:20 41:5 52:14 53:6
COURT 1:1 5:1, 16, 22 8:11, 14, 16 11:8, 13, 16 14:5, 14 15:24 16:13, 17, 24 20:1, 3, 6, 7, 9, 12 21:2, 6 22:5 23:7 27:10, 16, 19, 20 28:2 29:15, 19, 22, 23 30:2 31:2, 4, 7, 17 32:6, 9, 12 33:7 35:9 36:18 38:16 40:16 42:1, 14 43:2, 5 44:8, 14, 23, 25 45:5, 7, 14, 17, 21, 22, 23 46:25 47:6, 8 48:6, 19 50:1, 8, 23 52:7, 14, 20, 21 53:8 54:2, 9, 24 55:4, 17, 23 56:23 57:2 59:17, 19, 22 60:4, 10 61:14, 19, 24 62:4 63:8 64:18, 23, 25
COURTHOUSE 1:18 25:3
courtroom 28:1
courts 62:19
covenant 19:7
covenants 23:20
credit 32:3
cross 49:6 55:5 58:22
CSR 1:23 66:22
cure 12:24
currently 55:25
customers 10:5 13:11
cut 21:14 22:20 58:1
cutting 15:6

< D >
DATE 1:15 23:23
dated 47:20
Daufuskie 3:16 25:14, 23 26:11
day 5:11 11:23 51:1, 2 53:13 66:16
days 7:10 15:17 43:6
deal 22:23 25:1 26:23 38:12
dealing 21:4
deals 22:13
dealt 32:14
December 3:7 5:11, 24 7:4 39:23 44:6 47:10
decide 35:7
decided 51:15
deed 26:1
Defendants 1:12 37:12 47:2, 17, 19,

21 48:3
define 34:20
defined 61:17
definition 62:2
definitive 63:20
delete 33:12
Department 51:9
deposition 3:13 24:18 47:18
describe 30:18
described 55:7, 11, 22 62:14
describes 63:16
DESCRIPTION 3:6 33:24 46:1 59:15 63:10, 13
designated 13:11, 12 17:24 40:12 49:6
designates 21:16
detailed 24:20
details 18:11
determinative 7:1
Dft 3:11, 13, 18, 20, 24 4:1, 2 46:11, 13, 15, 17, 19, 21, 23 48:11, 12, 13, 14, 15, 16, 17
different 28:12 33:11 54:3
disagree 53:10, 11 64:2
discuss 17:3
discussing 48:24
discussion 6:13 34:22 37:1
disembarkment 25:20
dismissal 5:7 28:17
dispute 7:2, 21 9:12, 17, 25 10:17 41:14 53:16
disputes 39:25
dock 57:22
docks 12:15
Document 3:13 17:8, 16 20:24 28:16 30:10, 13 34:12 36:24 37:18 41:1 44:8 61:18 63:2 64:7, 15
documents 22:15 45:4, 8, 19
doing 16:7, 11 19:16 24:12 42:19 59:7
dollars 35:10
dot 34:21
draft 6:8 37:13 44:8
drafted 14:16 33:1
drafting 30:10
dramatically 26:24
DUKES 1:15
dumpster 18:16
duration 17:24 19:20

< E >
earlier 31:3 38:21 41:19
early 11:21 15:9
ease 14:18
easement 3:11 6:17 7:13 8:1, 5, 7, 9, 17, 18, 19, 21 9:2, 8 10:7, 16, 19 12:1, 4, 5 13:14 14:1, 16, 23 15:7, 11, 18, 20 16:2 17:6 27:14 28:4, 19, 21 29:4 30:5, 20 31:18, 19 33:9 34:14, 19 35:21, 24, 25 36:1, 5, 8 37:14 38:9, 24, 25 39:5, 19 40:14, 16, 17, 19, 20 41:18 44:23 47:16 49:4, 5, 16 53:14 54:5, 10 55:1, 2, 5, 6, 15 56:3 58:10 59:11, 20 60:12, 20 63:6, 12, 14, 21, 23
easy 21:25 39:16
economically 12:19
efficacy 5:6
effort 52:1
efforts 19:12 41:11
either 15:17 42:20 64:16
email 3:20 14:6 29:10 37:11 47:24 64:9
emailed 33:2
emails 37:23
emphasize 32:13
employ 19:6
employed 36:13 54:12 55:10 63:18
employees 36:15 55:12
endure 33:16
enforce 25:8 53:22
enforceable 23:22 24:5 27:6 44:20 52:6, 8
enforcement 18:8
enjoy 31:14 49:2
enjoying 59:8
ensure 7:25
enter 9:10
entered 5:24 7:10 13:1
entire 11:4 49:10 56:1 61:8 62:6, 7
entities 9:5 39:8 55:6 58:15
entitled 3:13
entity 43:13
entrance 9:3 12:2 15:21 19:15 36:10 39:6 58:12 61:3 62:10 63:15
entry 8:8 63:24
erect 19:12 41:11
especially 28:19
estate 24:2, 3
et 5:4 53:5
evening 6:10
events 66:14
everybody 10:25 35:11 45:5 56:12 59:3, 7
evidence 4:2 28:13, 15 30:8 32:25 33:3 44:9 48:8, 9, 10, 11, 12, 13, 14, 15, 16, 17 53:18, 19
exact 38:10 49:22 58:5
exactly 12:9, 25 40:13 41:20
EXAMINATION 3:1
exception 49:23
Excerpt 3:11
exchange 13:13 15:2, 5
exclusive 9:19, 20 11:22 15:11, 12 35:24, 25 36:1, 5 38:24 58:24
exclusiveness 38:21
excuse 6:13 41:10 43:22
EXHIBIT 3:6, 7, 9, 11, 13, 18, 20, 24 4:1, 2 5:9 20:16 21:9, 15, 20, 22 22:10 23:11 24:17, 19 25:12 29:7, 17 35:23 38:9 44:1 46:5, 7, 9, 11, 13, 15, 17, 19, 21, 23 47:10, 12, 15, 17, 19, 21, 23 48:1, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 55:22, 24 56:1, 16 59:14 60:13, 14, 21 61:4, 8, 13, 17, 23, 24 62:2, 8, 11, 14, 19, 20, 24 63:2
EXHIBITS 3:5 19:24 29:23, 25 35:22 36:15 47:1, 3, 4 55:12 63:12
exist 57:10
exit 8:9
expanded 15:7
expansion 63:21
expires 66:22
explained 42:18
explanation 40:25
expressed 8:22
extended 40:21
extrinsic 44:9

< F >
face 44:21

facilitate 9:*3* 39:*6* 58:*11* 61:*2*
facilities 7:*22* 40:*1*
failed 10:*6*
Fair 32:*9*
fairly 55:*14*
familiar 9:*16* 23:*11*
far 20:*9, 15* 22:*7, 18*
February 3:*9, 24* 4:*1* 8:*4* 22:*10* 28:*2* 47:*13* 48:*1, 4*
Ferry 3:*15* 25:*14* 26:*11, 18* 47:*19*
fight 58:*21*
figure 54:*24*
file 53:*20*
filed 5:*13* 28:*6, 8* 32:*7* 53:*21*
final 37:*20*
finally 38:*5, 6* 49:*25*
fine 60:*6*
finished 6:*2*
FIRM 2:*12, 17*
first 5:*13* 12:*25* 15:*10* 16:*12, 22* 18:*5* 21:*23* 22:*12* 27:*25* 38:*19* 44:*8* 48:*23* 53:*17*
five 42:*4*
fix 33:*8*
floor 18:*5*
follow 54:*23*
following 5:*24* 45:*19*
follows 17:*19*
foreclosed 43:*14*
foregoing 66:*8*
forever 23:*12*
form 22:*22*
formation 50:*7*
forth 18:*7* 20:*19* 33:*10* 44:*4* 63:*23*
Fortunately 26:*16*
forward 14:*15* 23:*23*
forwarded 8:*4*
four 14:*9* 32:*21* 34:*13* 36:*23* 37:*19* 42:*4, 17* 44:*13* 64:*7, 10, 14*
frame 28:*5*
free-for-all 59:*2*
front 5:*21* 7:*8*
fuel 57:*22*
full 10:*24* 12:*12* 66:*9*
further 66:*12*

< G >
GA 1:*23*
gain 59:*2*
gained 58:*2, 25*
gate 19:*12, 15* 21:*4, 7* 41:*4, 5, 12, 16, 22* 43:*15*
gates 19:*9* 22:*25* 25:*4* 43:*10, 17*
general 9:*3* 39:*6* 58:*11* 61:*2* 62:*9* 63:*15*
generalized 40:*18*
Generally 23:*15*
genesis 38:*13*
Georgia 66:*22*
getting 35:*11* 36:*8*
give 8:*16* 19:*16* 20:*10* 51:*20, 21* 57:*16* 60:*19*
given 8:*11* 10:*22* 14:*16* 31:*10, 15, 21* 52:*18* 63:*21*
gives 56:*24*
giving 27:*20* 45:*4* 64:*4*
glad 32:*2* 42:*13, 19*
go 11:*16* 16:*1, 9, 19, 22* 17:*20* 21:*13* 25:*22, 23* 27:*22* 30:*2* 34:*11* 36:*23* 37:*2* 40:*15* 45:*3, 8* 46:*2* 48:*19* 49:*7* 51:*15* 56:*8, 13, 14, 19* 57:*19, 21, 25* 59:*10* 62:*21*
goal 23:*8*
goes 58:*16*
going 7:*24* 11:*5, 9* 13:*17* 15:*12* 16:*22* 17:*5, 10* 19:*23, 24, 25* 20:*1, 10, 14* 23:*22* 25:*1, 2, 19* 26:*13, 20* 27:*12, 20* 29:*24* 30:*11* 34:*15* 36:*22* 40:*3* 42:*22* 43:*23* 57:*5, 6, 16, 17* 59:*6, 8, 13* 60:*19* 64:*6, 14*
Good 5:*1* 43:*21* 52:*6*
gotten 37:*9*
grant 9:*22* 24:*2* 49:*20*
granted 7:*20* 9:*2, 15* 30:*20* 34:*17, 19* 36:*20* 39:*5, 25* 56:*4* 58:*10* 61:*2*
grantee 8:*23* 36:*4, 13* 54:*12* 55:*9* 63:*18*
grantees 55:*12*
granting 6:*18* 8:*23* 17:*23* 28:*22* 39:*19* 57:*23*
grantor 8:*22* 9:*1* 36:*3*
grants 7:*14* 18:*9* 36:*3*
grass 58:*1*
greater 19:*19*
ground 51:*17*
groups 36:*19*
guards 19:*6* 22:*25*
guess 27:*25* 37:*22* 40:*7* 50:*19*
guessing 16:*18*
guests 6:*20* 7:*15* 13:*6* 28:*24* 31:*13* 34:*16, 17* 39:*20* 54:*11, 17* 55:*9* 62:*12*

< H >
half 11:*3* 15:*6* 37:*19* 64:*10*
halt 51:*17*
hand 19:*23, 25* 20:*1* 28:*1* 29:*24* 47:*3, 7* 59:*13* 66:*15*
handed 21:*10* 35:*23*
handing 7:*3, 4* 8:*7, 15*
hang 57:*21*
hanging 59:*9*
happened 15:*9* 20:*14* 33:*21*
happy 5:*16* 25:*16* 38:*16*
HEAD 2:*5, 10* 3:*16* 26:*3, 9*
hear 5:*16* 15:*1* 38:*17* 53:*17*
heard 37:*22* 42:*24* 48:*24, 25* 49:*14* 50:*21*
hearing 30:*1* 32:*5* 53:*5* 65:*1, 3*
hearsay 31:*6*
heart 9:*17*
hereunto 66:*15*
higher 41:*10*
HILTON 2:*5, 10* 3:*16* 26:*3, 8*
hire 19:*5*
historically 30:*22*
hold 59:*24* 60:*24*
holder 19:*2*
honest 42:*11*
Honor 5:*18, 25* 6:*4, 12* 7:*1, 5, 9* 8:*3, 6, 8, 13* 10:*1, 15* 11:*6* 12:*24* 14:*11, 14, 22, 25* 15:*8, 25* 17:*2* 27:*17* 28:*9* 29:*12* 30:*4, 7* 31:*9, 18, 19, 22* 33:*6, 14* 34:*1* 38:*18* 39:*2* 40:*8, 15* 42:*16* 43:*22* 44:*1, 11, 14* 45:*3, 18* 48:*18* 49:*2, 14, 25* 50:*18, 19* 51:*13* 52:*5, 9* 59:*1, 12* 64:*1*
HONORABLE 1:*15*
HOOD 2:*17*
hours 6:*1, 10* 14:*8, 9* 35:*6, 10* 37:*4, 19* 38:*12* 64:*10*

hundreds 25:21 26:10, 13 35:10
hurt 10:15

< I >
idea 12:11 15:18 50:2
identification 46:6, 8, 10, 12, 14, 16, 18, 20, 22, 24
identify 21:18
III 1:15
impact 20:20 41:7
impacts 26:24
importance 8:8
important 8:14 39:3
imposes 18:22
improvements 36:14, 16 54:13 55:10, 21 56:2, 11, 22 62:13, 17 63:19
inadmissible 31:3
inclined 50:2 52:21
include 6:18 21:7 28:22 39:19 41:21
included 21:12 44:5 49:11
includes 61:25
including 34:7
incorporate 17:8
increase 12:20
INDEX 3:1
Indicating 60:5, 8, 23 61:6, 11, 13, 23, 25 62:3, 22 63:3
indication 13:17
individuals 55:14
information 22:3 34:13
instruments 23:16
intended 40:20
intention 11:19 59:11
interest 14:21 17:18 19:20 23:16 24:1 25:6 54:11 55:8 62:12
interested 66:14
interesting 6:7, 25 64:20
interfere 18:15
interior 19:13
interject 28:14 30:8, 9
interpret 59:5
interpretation 5:5 30:7, 19 49:16 51:2, 8, 13 62:23, 25
interpreted 12:12
invitees 6:20 7:16 28:24 31:13 39:21 54:12, 17 55:9 62:12
involve 17:17 19:19 24:1
involved 56:20
ISLAND 2:5, 10 3:16 8:20 10:11 26:12 58:13
issue 7:2 10:16 13:5 17:4, 5, 6, 7 48:24
issues 7:23 11:24 17:11 20:5 40:2 64:16
items 14:8, 10
its 10:4 11:22 44:13, 21 50:23

< J >
January 3:18, 20 19:22 20:17 42:4, 8, 16 47:22, 24 50:12 53:14
Jenkins 8:20 10:10 58:13
Judge 5:20, 23 8:16, 20 9:12 10:10, 17, 23 11:25 12:12 13:23 14:7 26:8 31:1 35:3 38:19 39:14 40:23 43:9 48:22 49:19 51:20 52:16, 18 53:7 54:22 58:8 62:2 63:9 64:24
July 3:11 47:18
June 66:23

< K >
keep 27:19 34:3
keeping 13:2
KELLY 1:20 66:4, 21
key 8:8
kind 53:25
knew 40:5
know 11:14 23:10 24:8 26:8 28:13 35:9 40:6, 13 49:11 51:24
knowing 24:24
known 9:13 53:16
knows 26:19 59:4

< L >
labeled 35:24
land 9:10 10:21 11:1 12:8, 21 13:7 17:18 19:20, 21 23:17 25:6 34:20 43:11, 20 49:6 50:6
landlord 23:13
language 20:22, 23 28:16 30:6 33:4 38:10 50:25 51:12 64:13
large 14:7 34:6 66:6
late 53:23
lately 26:9
LAW 2:4, 12, 17 12:3, 6 15:19 23:9 28:10 44:12 51:5
lawsuit 32:19
lawyer 51:1
lawyers 24:8
lease 9:14, 16, 17, 19, 20 17:10, 11, 17, 25 18:20 19:2, 19 20:4, 15, 19, 21, 24 21:12, 19, 21 22:7, 11, 13, 14, 24 23:2, 21 24:1, 25 25:5 27:4 28:5 31:17 32:1 38:22 39:11 40:11 41:7, 23 42:3, 7 50:11
leased 9:14 39:11 56:6
leasehold 11:22 13:8 14:21 58:21, 23
leases 23:12
leave 20:11 62:24
left 6:3 21:2 28:15 41:4
legally 13:24
lengthy 13:9
lessees 6:20 28:24 31:13 54:12, 17 55:9
letter 3:7, 9, 18, 24 4:1 7:3 22:13, 19, 22 28:2 39:23 44:2, 6 47:10, 13, 22 48:2, 4
liberties 33:12
license 10:24 12:14 15:18 49:8 50:4 62:12
licensees 6:20 28:24 34:17 36:13 54:12, 17 55:9 63:17
licenses 7:16
limit 32:20 58:4, 7
limited 32:15 57:10, 19
Line 38:10
lines 53:25
listed 23:25
literally 26:12
litigant 51:18
little 20:17 60:22 64:6
live 50:14
LIZZI 2:12 3:7, 10, 20, 22, 25 4:1 7:11 8:4 11:5, 11 16:1, 5, 7, 11, 16, 21 17:1 19:23 20:18 27:13, 17, 24 29:8, 11, 18, 21 30:4 31:9, 24 32:10, 13 33:20 40:5 43:25 46:1

47:11, 14, 22, 24 48:2, 4, 24 50:18 52:25 53:3 54:20 59:7 64:22
Lizzi's 7:3 17:5 39:22
LLC 1:4 2:4, 17 3:15 5:3
located 8:25 60:13, 20
LOCATION 1:18
logical 43:9
loitering 12:17
long 30:13 32:1, 4 41:19 42:10, 25 49:12 57:4
longer 15:12 23:13 33:16 57:10
longest 5:25
longstanding 23:8
look 21:11 25:18 30:21 34:11, 12 36:2, 7 37:8 38:1 39:4 42:13, 22 43:6 54:4, 25 60:13 64:16, 17
looking 49:7
lot 6:5 7:23 9:9, 23 10:11 12:14 13:6, 25 25:24 26:11 32:16 40:2 50:4 56:4 57:6
lots 9:4 36:11 39:7 58:14, 16 61:1 62:10 63:7, 25
Lowcountry 3:15
luck 25:1, 7

< M >
maintain 36:14 54:13 55:10, 20 62:13 63:18
making 35:12 38:20
man 42:11
managers 55:13
mandatory 51:23
MARINA 1:4 3:13 5:3, 20 6:24 10:4 11:20 12:18 13:23 15:1, 10 24:17, 19, 22 25:20 26:9, 19, 23 41:10, 16 49:11 56:1 57:5 58:25 59:9
Marina's 9:10 10:21, 25 12:15 13:7, 19 14:19 15:6
marked 46:5, 7, 9, 11, 13, 15, 17, 19, 21, 23
MARVIN 1:15
MASTER-IN-EQUITY 1:20
matter 12:9 64:3 66:8, 11
McClellanville 51:10
mean 16:11, 13 35:8, 17
meaning 5:5 28:15 30:15
meanings 28:12 51:5
means 6:15 34:15 35:8 37:18
meant 12:24 34:25 51:19
mediated 5:6, 21, 23 6:14 14:13 17:14 20:14 28:17 49:21 50:3, 15 51:18 52:19 57:9 58:3
mediation 5:25 6:5, 6 7:10, 19 10:18 11:19, 21 15:9 33:16, 21 34:4 35:3, 12 37:24 38:4 39:24 43:1 44:18 50:17 51:23
mediator 6:9 37:11, 23 38:1 52:1, 2, 4 64:10
mediators 35:11
MEETING 2:18
merged 30:13
mess 57:23
metes 60:15, 16
MIKE 1:10 2:14
millions 35:10
mind 34:3 40:6
minute 60:24
misrepresentation 15:4
mistake 33:8 50:7 53:13, 17, 18, 19, 21
mistakenly 21:2
modification 7:12
modified 17:16 19:3
modify 44:10
moment 40:7 59:24
money 51:21, 25
months 15:17 19:20 23:14 25:11 42:4, 17 53:15, 20
MORALES 1:10 2:16
motion 5:13 16:8, 12 21:1 28:7, 8 38:14 40:24 44:2 52:6 53:4, 8, 11, 20, 22, 25
motions 5:4, 9 52:24
mouth 13:1
move 14:15 31:7 50:8 52:20
multiple 51:5
mutual 50:7 53:18

< N >
Natural 51:9
need 14:20 21:6 22:14, 19 36:22
needed 10:9 42:18
needs 24:9 43:21
negotiate 14:24 37:4
negotiated 11:4 38:12 39:10 40:8 57:8 58:23
negotiations 13:9
Neil 3:13 6:11
neither 18:14 66:12
never 37:22 38:23 50:15 52:2 59:10
new 8:7 25:2 41:21 57:18 58:3 64:4
news 25:15
night 6:3
nonexclusive 8:24 36:4
non-exclusivity 40:10
NORTH 2:14
Notary 66:5
notes 38:1 66:10
notice 19:16 53:3, 5
noticed 32:18
notices 31:10, 15
Number 19:11 28:20 33:8, 22, 23 34:6 44:24
Numbers 41:5

< O >
object 11:6, 11 31:1 53:24
objection 40:24 41:17 48:7
obviously 23:19 24:22 53:24 54:5
October 21:23 25:11 47:20
offers 26:3 50:4
OFFICE 2:4
official 66:16
Off-the-record 45:13 46:4
Oh 16:5 31:24 37:25 51:19 62:25
Okay 16:16 17:1 20:9, 21 22:5 23:5 26:20 29:15 30:2 31:4, 24 36:21 44:25 45:17, 25 47:9 52:23 53:10 56:15 57:7 59:15, 17, 18, 22 60:6, 9, 10, 17 62:4 64:1, 25
old 50:19
once 38:8
open 53:8
opened 13:18
operate 36:13 54:13 55:10 62:13 63:18
operated 40:22
operation 18:16
opinions 54:4

opposing 35:20 36:9
oral 53:25 66:11
order 10:3 13:7 14:14 20:17 47:8
Organized 47:1
original 8:17, 18 14:24 21:21 31:17, 18, 19 34:14 54:5 55:2, 15, 18 59:11, 20
outlining 28:3
outside 36:23 37:2 64:6
overall 14:12 49:8
overlooks 58:9
overnight 18:2
overturn 53:20
owned 6:23 9:1 55:25 59:25
owner 12:14 13:10 25:2 50:4
OWNERS 1:9 2:7 6:19 7:15, 23 8:5 9:5, 9, 23 10:11 13:6 28:23 31:12 32:16 34:17 39:8, 20 40:2 54:10, 16 55:7 56:4 61:4 62:11
owns 13:25 34:21 60:1, 7

< P >
P.M 1:18 6:9 37:11 65:4
PA 2:7
package 19:24 21:9, 22 22:7
PAGE 3:1, 6 6:17, 22 7:8 25:18 28:21 29:2 33:8, 22 44:24
paragraph 6:14 7:13 22:12 28:20 36:3
Parcel 6:21, 22 7:16, 22, 24 28:25 29:1 30:16, 17, 18 32:17 33:21 34:18, 20 36:21 39:21 40:1, 3 44:5 49:20 52:18 56:2, 11 57:20 58:7, 22 59:15, 16, 24 60:7, 17, 21
Pardon 43:24
park 10:10, 14
parked 26:10
parking 10:13 13:11 17:24 18:2 21:16 25:4, 24 26:2, 11 40:11
parol 28:13, 14 30:8 32:25
part 13:20 16:23 18:20, 23 21:5, 16 22:24 28:8 31:25 32:18 57:12
parties 5:9 6:13, 21 17:4 23:15 27:1 28:25 33:10, 15 34:8 45:4 50:21
parts 32:17
party 37:23 43:16 44:17 66:13
passing 35:13
paste 21:14
pasted 22:20
PATTERSON 2:7, 9 8:10 15:25 16:3, 6, 9, 19 17:2 20:4, 8, 10, 13 22:6 27:12, 18, 22 29:6, 9, 14, 16, 19, 24 31:22, 25 32:4, 8 34:1 38:20 39:3 41:4, 18, 24 42:2, 11, 15 43:4, 8 44:3 45:2, 16, 18, 25 46:2 47:1, 5, 9 49:15 52:9, 23 53:1, 4, 10 54:21 55:3, 16, 19, 24 56:25 57:3 58:9, 18 59:12, 18, 21, 23 60:6, 11 61:7, 12, 16, 22 62:1, 5 63:11 64:1
Patterson's 13:1 40:11, 23
paved 8:24, 25 31:20 32:15 35:1 36:20 37:5, 6 39:15 54:6 55:17 56:9, 13, 19 57:1, 3, 8, 11, 15 58:5, 6 60:12, 20, 25 62:8
payments 50:11
PC 2:12
pending 66:14
people 10:9, 19 12:21 13:2 25:15, 22 26:13 30:24 32:18 34:6 36:19 54:15 56:5, 7 57:12, 13 63:13, 17
peremptory 28:7
period 34:21
permanent 8:23 36:4
permitted 55:15
personal 41:9
persons 9:5 39:8 55:6 58:14 61:3
pertinent 12:5
petitioned 10:2
Petitioners 50:1
PHOSPHATE 2:13
photograph 21:15
piece 60:1
Pinckney 26:12
place 49:7 59:16 62:16
placed 27:3
places 14:19 40:13
Plaintiff 1:4 2:3 48:20
plaintiff's 5:13 47:2, 4, 9, 12, 15 56:16
Plat 6:22 8:2, 7 22:2 29:1 60:14
plats 22:1
platted 10:19 13:14 58:22 63:14, 23
PLEAS 1:1
Please 7:25 45:22 47:8 48:19
plenty 53:12
Plf 3:7, 9, 11 4:2 46:5, 7, 9 48:8, 9, 10
PO 2:5, 9
POA 17:17 56:6, 20
point 15:12 17:12 25:17, 21 26:18, 21 43:8 48:23 49:3, 9 50:6 55:20 59:14 64:2
pointed 21:1 22:1
pointing 21:2
points 19:19 34:2 38:19 48:22
pool 18:7 36:18 56:7, 14 57:6, 22 62:18
portion 47:17 50:11
portions 55:8
position 9:17 19:18 38:4 49:19
possibility 26:22
possibly 15:23
power 35:5
precise 33:4
prejudice 5:8 28:18
premise 39:18
prepared 50:10
present 13:21
presented 29:5
primarily 17:5
printed 7:8 38:25
prior 19:16 30:11
private 10:25
privately 13:25
probably 23:8 25:14
proceedings 66:11
process 18:8, 11
Professional 66:5, 21
property 6:19, 23 7:15 9:1, 6 10:5 13:19 14:19, 21 18:23 19:5, 10, 13 26:14 28:23 30:24 36:15 39:9 41:13 43:14 49:9, 11, 24 54:10, 11, 14, 16 55:7, 11, 13, 21, 25 58:1 59:3, 10, 14, 24

60:1 61:4, 8 62:11, 14, 15 63:19
Proposal 3:13 6:8 25:12 26:19 47:20
proposals 25:19
propose 14:14
proposed 8:5 12:9 14:3, 23 20:18 21:4, 8 25:20, 25 42:3, 7
protect 41:16
protection 27:1
provide 3:15 10:6 11:20 12:19 24:3 36:10 45:19 53:7
provided 8:19 10:3 39:9 45:20
provides 8:6, 22 9:8 14:17, 18 49:5, 23
provision 6:16 27:8 34:5
provisions 17:9, 13 22:7, 21 23:24 24:5, 25 27:2 39:15 41:3, 19
public 26:1 66:5
purchaser 23:18
purpose 36:8, 9
purposes 8:14 12:17 18:25
put 10:12 17:15 19:15 24:13 35:6 43:15, 17 45:19 58:7
putting 6:8 19:9

< Q >
question 12:5 24:4 54:3
quick 41:24 54:3
quite 25:15
quotes 28:25

< R >
R.V 1:9 2:7 5:3 9:4 25:25 31:11 32:16 39:7 58:12
range 54:14 55:14
rationale 64:12
reach 64:10
reached 26:25
read 39:3 40:22 52:21 55:4 59:4 63:9
reading 50:3 54:6 64:19
reads 6:16
real 18:23 24:2 41:24
realize 43:23
realized 38:8 53:13
really 34:25 54:18 64:11
realm 26:22
reason 24:15 25:9 27:24 31:11 41:2, 15
reasonably 51:7
received 22:9 28:6
reconfigure 18:11
record 24:10, 13 27:3 30:3 38:23 45:9, 11, 20 46:3, 25 54:1 64:21 65:2
recordable 20:24 22:22
recorded 3:11 6:17 8:17, 18 9:7 14:1 17:9, 10, 15 21:19, 21 22:15, 16 23:5, 6, 14, 17, 21, 22 24:6, 9, 25 25:3, 7 26:25 27:5, 9 28:21 35:22 39:4 41:8, 18 43:12, 19, 20, 21 47:16
recording 22:3 23:9, 23 34:13 40:25 42:19
recreational 7:22 40:1
redevelopment 18:13
reduce 15:13
reduced 50:12
reduction 22:16
reemphasizing 49:3
refer 19:24
reference 17:3 22:2
referenced 6:22 8:2 22:1 29:1 45:20 56:10
references 56:22
referring 29:16
refusing 14:4
Regarding 7:12
Registered 66:4, 21
related 43:13 66:13
relitigate 33:15
rely 64:8, 11
remaining 50:11
Remember 61:12
reminding 40:16
reminds 11:2
remorse 33:20 50:22
rent 15:6, 14 17:21 22:17 23:3
REPORTED 1:20 66:7
reporter 8:17 20:7 27:21 29:20, 23 45:5, 24 47:8 64:23 66:5, 21
REPORTER'S 3:1 66:2
repose 3:16
represented 36:6 43:2
request 21:5 44:21
requires 40:17 44:13
reserved 9:18
resolve 7:21, 23 39:25 40:2
resolved 11:4 14:8, 10 41:14
RESORT 1:9 2:7 5:3 9:4 25:25 30:23 31:11, 14 32:15 39:7 56:15 58:12 62:7
Resources 51:9
respond 28:5
response 22:9 28:6
rest 11:23 60:8
restated 28:4 30:5 33:9 44:22
restatement 29:4
restaurant 10:9, 19, 21 13:3, 10 18:19 22:23 26:6 56:3, 6, 14 62:18
restaurants 13:6
restricted 54:5
restriction 17:18 18:1, 23 19:4, 7 43:10, 20
restrictions 7:17 14:23 17:23 18:4, 7 19:9, 17, 21 21:7 23:20 24:3
retraining 10:3
review 21:25 42:5
reviewed 34:6
revision 44:24
RFP#102023 3:17
rid 62:24
right 5:1 7:8 9:18, 22 12:25 15:24 16:3, 8, 9, 18 20:12, 13 25:23 26:1, 4, 15 27:16, 22 32:6, 12 36:16 37:21 38:16, 25 42:15 44:7 48:6 49:6, 8 54:7, 19 55:19 56:12, 19 57:1, 14 60:7, 8, 17, 21, 22 61:5, 7, 9, 10, 14, 19 62:5, 7, 9, 21 63:1, 5, 8 64:7, 18, 25
rightful 19:2
right-of-way 8:24
rights 17:23 18:12 19:21 24:2 36:21 37:4 56:18 57:18 58:3, 5, 24 63:23 64:4, 5, 6
risk 12:20
ROAD 2:13 8:20 10:11 26:1 57:4 58:13 62:8
roads 8:25 25:24 31:20 32:15 35:2 37:6 54:6 55:18

56:9, 13, 19 57:1, 9, 11, 15 58:5, 6 60:12, 20, 25
roadway 37:5 58:16 59:5 63:24
roadways 36:20 39:15
RPR 1:20 66:22
rule 35:13 44:16 50:25
ruled 31:2
rules 53:7
run 10:24 25:13 26:19 41:12
running 25:16 26:17 56:5, 7 63:24
Russ 7:7
RUSSELL 2:7, 9 7:5 16:22 43:1 44:3 61:21

< S >
S.C 51:10
S.E.2d 51:11
Sadly 52:14
sale 25:10
sales 24:20
sat 11:3
saw 37:12, 15
saying 22:11 38:11 42:22 54:23 61:24 63:4
says 9:20 18:3, 9, 14 19:11, 14 22:13 23:12 30:17 34:14, 16 35:14 36:3, 12 39:5, 18, 23 49:21 55:20 58:10 59:15 60:12, 14, 18, 19 61:2 62:7, 8, 20 63:2, 11, 17, 22
SC 1:20, 24 2:5, 10, 14, 18
seal 66:16
second 17:4, 7 20:18 21:4, 8, 12 23:2 33:17 36:2 39:2 45:9, 12 51:13
secondly 49:14
Section 6:14 17:21, 22 18:1, 3, 6, 9, 18 19:1, 4, 8, 14 21:3, 8 22:23 23:3 34:9 56:17
SECURITAS 1:10 2:14
security 19:6 22:25
see 7:6, 9 14:5 24:9 33:1 42:9, 17 63:10
seen 25:14 45:15
segue 16:14, 21
sell 24:16, 18, 23, 24 26:22 36:4 43:13, 15
selling 8:23
send 64:9
sending 37:23
sent 6:9 14:7 20:18 22:6 28:2 29:9 37:11 38:9 41:2 42:3, 16 53:13
seriously 41:6 50:2
Service 3:15
SERVICES 1:10 2:14
set 20:19 50:8, 12 52:7, 19, 20 63:23
sets 18:7 33:10 44:4
settlement 5:6, 21, 23 6:14 7:13, 18 17:13, 14 19:3 20:15, 25 21:3, 14, 17 22:9 24:11 26:24 27:8 28:17 34:5 35:8, 13, 14, 16 37:13, 16, 20 42:12 43:12 49:21 50:3 52:19 56:17 57:9 58:3 64:11
seven 14:8
sheriff 57:17
ship 18:20, 24 22:24 36:18 56:3, 6, 14 57:6 62:18
shortcut 58:2
shorthand 66:10
show 38:23
showed 30:23 31:17
shown 7:2 23:9 24:17 25:12 60:2
shows 8:7
Sibley 3:23 15:2
side 21:25 22:8 34:3 37:14, 15
sides 16:17
sidewalk 58:1
sidewalks 57:13, 15
sign 38:5 44:18 51:3
signed 5:10 25:13 34:8, 24, 25 35:12, 14, 16 37:17 38:6 51:18
signing 14:15 30:12
signs 10:13
simply 15:8 20:19 40:21 49:12 51:14, 19 58:20
single 24:11 27:7 34:4
sir 5:17 8:18 11:15 38:17 55:3 61:22 64:22
sit 42:10
six 7:9
small 60:1
sold 41:14
somebody 12:10 33:2
someone's 49:6
sorry 7:7 11:5 20:16 55:1
sort 45:9
sounds 64:19
SOUTH 1:1 3:18 12:3, 6, 13 15:19 23:9 28:9 44:12 51:9, 17 66:6, 17
spaces 13:12 18:11 21:16, 18 40:12
speaking 44:3
specific 17:22 18:10
specifically 8:6 36:19
specified 7:17
spend 51:25
spots 17:24
STATE 1:1 10:12 44:15 51:16 54:21 66:6
stated 38:7 44:5
states 12:4 19:1
statute 23:10 24:14
steps 24:10
sticker 45:24
stop 63:1
store 18:20, 24 22:24 36:18 56:3, 7, 14 57:7 62:18
story 35:18
straight 16:14
straightforward 15:15 39:18
STREET 2:18
stretch 60:22
subsequent 23:18
substantially 12:21
successors 55:13
SUITE 2:13
summary 47:7
SUNSET 1:10 2:7 10:1, 5, 18 14:3 18:15
Supreme 44:14 50:23
sure 5:8 31:12 33:19 35:12 42:1 43:7 44:16 45:5, 7 54:22
susceptible 51:7
sustain 11:16
system 51:16
system's 51:22

< T >
take 24:10 32:3 33:15 39:14 43:5 44:6 52:3
taken 44:13
talk 27:13 48:25
talked 16:4 27:15 41:19
talking 21:18 25:24 26:7 36:16 38:21 39:17 56:2

talks 17:21 18:3, 6, 12 63:11
task 52:3
TAYLOR 2:4 3:8, 9, 20, 22, 24 4:2 5:15, 18, 19 8:12 11:7, 15, 18 17:3 22:10 27:15, 25 28:14 31:1, 5, 16 32:2 33:19 35:23 38:18 42:9, 25 43:7, 22 47:11, 13, 22, 25 48:2, 5, 18, 20 52:16 53:6 54:8 58:8 61:5, 10, 20 63:9
tell 44:8 45:4 50:20
telling 42:6
temporary 10:3
tenant 23:13
tender 50:10
tennis 36:18 62:19
term 29:5 63:20
terminus 12:2, 7 15:22 40:17
terms 6:4 8:21 14:12 20:20 22:19 32:24 51:6 52:12
testified 24:17
testimony 66:10
thank 5:18 15:24 20:3 27:10 33:25 38:15, 18 48:21 64:19
Thanks 31:8
That'd 16:3
thereof 55:8 66:14
thereon 55:8
thing 6:25 7:1 12:25 22:15 23:4 37:8 38:4 42:23 43:25 52:10
things 6:7 25:4 30:11 48:23
think 7:1 8:14 31:23 36:25 38:22 42:24 49:10 50:23 53:23 58:18
third 23:15 27:1 35:23 43:16
THOMAS 2:4 3:8, 9, 20, 24
Thoms 4:2
thought 15:16 33:3 40:7 53:15 64:3, 4
thousand 25:11
thousands 25:21 26:13
three 9:13 14:9 21:25 35:19
ticket 57:16
TIME 1:18 11:3 12:16 15:13 28:5 45:23 49:9 50:6 51:25 53:12, 17
times 13:12 40:12 50:20
title 27:5
Today 5:4, 20 6:12 24:23 42:10 50:10
told 38:1
Tom 3:22 5:19 45:15
total 6:1 49:8 50:9
touch 17:10
Town 51:10
track 27:19
tracked 38:10 42:17
tracking 22:8 41:20
tracks 30:5 42:10, 12 43:1
traffic 57:16
training 35:11
transcription 66:9
transferred 41:13
trash 18:16
trespass 12:23, 24 31:10, 15 32:18
trespassed 7:24 40:3
trespassing 10:12 13:4
trial 49:12 50:13 51:16 53:12
tried 24:16, 18, 20 30:9 43:16
tries 19:14 44:6
true 66:9
try 44:8, 9
trying 25:1 28:14 33:17 44:7 54:24
turn 20:14, 16
Turner 3:13 6:7, 11 9:2, 15, 24 13:24 14:6 17:17 18:19 22:20 24:16 25:12 30:9, 10 34:7, 21, 23 37:9 40:9 41:9, 16 47:18, 20 50:14 55:25 57:13 59:25
TURNER'S 1:4 3:13 5:3, 19 6:24 9:10 10:4, 15, 20, 25 11:20 12:15, 18 13:7, 18 14:18 15:1, 6, 10 18:16 19:1, 5, 9 41:9 49:9 50:5, 11 58:25 62:15 64:8
twice 30:17
two 14:19 16:17 25:10 28:12 35:19 36:19
two-story 18:5 36:17
type 10:7 15:21 53:11
typo 22:3 29:3

< U >
Uh-huh 55:23 57:2
uh-uh 38:11
unambiguous 30:14 44:12, 20
understand 5:12 42:2
understanding 42:20 50:16
understands 11:8
undertake 19:12 41:11
unfortunately 26:16
unification 13:22
unilateral 53:19
unit 13:23 27:18
update 44:16
updated 6:18 8:1 28:22 34:15 39:19 54:25
use 9:24 17:18, 23 18:4, 6, 16, 22 19:4, 5, 6, 8, 17 23:19 24:3 30:23 41:10 43:10, 20 44:9 56:8 58:6 63:14, 20
utilize 55:5, 17

< V >
valid 23:14, 17 27:6
vehicle 7:25 19:12 40:4
vehicular 41:12
verbatim 20:20 22:8 33:10
version 23:1, 2
versus 5:3 51:10
views 59:8
virtue 13:8
vs 1:4

< W >
waiving 36:24
walk 20:1 49:1 56:13 57:1, 14, 15 58:2 60:11
walk-all-over-my-property-type 40:18
walking 7:25 31:14 40:4 57:12
walkways 12:16
want 12:16 16:14, 20 22:16 23:5 27:9 30:21 31:12, 22 34:2 35:1, 2, 16, 19 38:3 41:15 42:20 45:3 48:23, 25 49:1, 17 51:19, 20 57:19 59:10 64:5
wanted 14:17 32:20 35:5 38:2 39:14
wants 10:23 13:21 58:4, 18
water 31:15 49:2 59:8

way 13:*16* 15:*21, 22* 21:*18* 24:*24* 40:*21* 41:*7* 49:*16, 22* 50:*14* 52:*22* 54:*22* 56:*8* 57:*19* 59:*6* 63:*5* 64:*13*
weeks 15:*17*
well 7:*22* 11:*13* 16:*5* 23:*7* 26:*4* 28:*4* 30:*10* 31:*7* 35:*17, 18* 38:*2* 40:*1* 43:*4, 18* 49:*18* 51:*16* 60:*4* 64:*18*
went 10:*17* 11:*23* 20:*21* 22:*21* 30:*16, 17* 50:*24* 60:*16*
We're 5:*2* 6:*12* 16:*22* 21:*18* 24:*10, 12, 15* 25:*1, 9, 24* 26:*7* 27:*6, 7, 20* 37:*24* 39:*17* 42:*22* 57:*6, 16, 17* 60:*18, 19* 63:*4*
we've 26:*24* 53:*16*
whatsoever 12:*19* 14:*25* 33:*24* 41:*2* 63:*22*
wide 54:*14* 55:*14*
willing 52:*3*
wisdom 50:*24*
wish 12:*11*
within-entitled 66:*8*
Witness 66:*15*
Word 23:*1, 2* 24:*11* 31:*20* 34:*4* 35:*25* 57:*8* 58:*6*
wording 58:*10*
words 35:*1*
worked 11:*23*
works 40:*9*
worried 24:*7, 15* 25:*9*
worth 49:*18*
writing 23:*16* 52:*24, 25* 53:*9*
written 10:*7* 34:*10* 42:*6* 44:*10* 52:*8, 13, 15*
wrote 7:*11* 15:*2*
WWW.CLARKBOLEN.COM 1:*25*

< Y >
YACHT 1:*9* 2:*7* 5:*4* 58:*12*
Y'all 27:*19* 42:*5* 45:*9* 52:*14* 54:*2* 64:*20*
Yeah 11:*13* 23:*4* 29:*8, 11* 34:*24* 43:*19, 25* 45:*7, 16* 47:*5* 48:*19* 62:*1*
year 11:*2* 25:*6, 22*
years 9:*13*
you-all 16:*24*

< Z >
zero 26:*25*

WORD LIST

< $ >
$8,600,000 (*1*)

< § >
§ (*1*)

< 1 >
1 (*15*)
10 (*1*)
10:00 (*2*)
10:30 (*2*)
11 (*6*)
11:00 (*1*)
12 (*8*)
13 (*2*)
13th (*3*)
148 (*4*)
15 (*1*)
15A (*1*)
16 (*5*)
160 (*1*)
16-11 (*3*)
1612 (*2*)
168 (*1*)
16-hour (*2*)
16th (*2*)
172 (*1*)
18 (*1*)
184 (*4*)
18th (*5*)
19 (*1*)
1976 (*1*)
1981 (*1*)
1984 (*15*)
19th (*3*)

< 2 >
2 (*17*)
2:30 (*1*)
2001 (*1*)
2018 (*1*)
2019 (*1*)
2021 (*2*)
2021-CP-07-01085 (*2*)
2023 (*7*)
2024 (*13*)
2026 (*2*)
20th (*1*)
2170 (*1*)
22nd (*1*)
23 (*3*)
24 (*1*)
25th (*1*)
29 (*4*)
29401 (*1*)
29406 (*1*)
29407 (*1*)
299 (*1*)
29938 (*2*)
2nd (*3*)

< 3 >
3 (*12*)
3:50 (*1*)
30(b)(6 (*1*)
302 (*1*)
30-7-10 (*1*)
30-days (*1*)
31 (*1*)
31st (*1*)
345 (*1*)
397 (*5*)

< 4 >
4 (*8*)
402 (*1*)
43(k (*2*)
46 (*10*)
48 (*10*)
4A (*11*)

< 5 >
5 (*7*)
5:06 (*1*)
550 (*1*)
5550 (*1*)
57 (*1*)

< 6 >
6 (*6*)
60 (*3*)
617 (*1*)
623 (*1*)
66 (*1*)

< 7 >
7 (*2*)

< 8 >
8 (*1*)
8047 (*1*)
84 (*1*)
843-762-6294 (*1*)
8th (*1*)

< 9 >
9 (*6*)
99-year (*14*)

< A >
A.M (*2*)
ability (*1*)
able (*2*)
absolutely (*2*)
accept (*1*)
acceptable (*3*)
accepted (*1*)
access (*57*)
accusing (*1*)
acknowledgement (*1*)
actual (*2*)
add (*7*)
addition (*1*)
additional (*6*)
address (*1*)
admitted (*2*)
adopt (*1*)
adopted (*2*)
advertised (*1*)
affidavit (*7*)
affirms (*1*)
affixed (*1*)
affords (*1*)
afternoon (*2*)
ago (*5*)
agree (*8*)
agreed (*13*)
agreement (*73*)
agreements (*1*)
agreement's (*1*)
ahead (*5*)
al (*1*)
ALEX (*1*)
allow (*6*)
allow/facilitate (*1*)
allowed (*5*)
ambiguity (*2*)
ambiguous (*7*)
amended (*17*)
amendment (*7*)
amendments (*1*)
amenities (*4*)
amuck (*1*)
and/or (*1*)
anticipate (*1*)
anybody (*2*)
anyway (*1*)
apparently (*2*)
appear (*1*)
appearing (*1*)
appears (*1*)
applaud (*1*)
apple (*2*)
appropriate (*4*)
approve (*1*)
APRIL (*1*)
arduous (*1*)
area (*4*)
areas (*1*)
argue (*1*)
arguing (*3*)
argument (*6*)
arguments (*1*)
armed (*2*)
arose (*2*)
ASHLEY (*1*)
aside (*3*)
asking (*4*)
assert (*1*)
asserted (*1*)
assertion (*1*)
assessment (*1*)
assigns (*1*)
associated (*1*)
ASSOCIATION (*25*)
attached (*8*)
attempt (*2*)
attempted (*1*)
attorney (*4*)
authority (*3*)
aware (*3*)

< B >
back (*11*)
back-and-forth (*1*)
backed (*1*)
BAEKELANDT (*3*)
bank (*1*)
bargain (*1*)
based (*2*)
basic (*1*)
basically (*8*)
basis (*2*)
bathroom (*2*)
bathrooms (*1*)
BEAUFORT (*5*)
beginning (*1*)
BEHALF (*6*)
believe (*11*)
believed (*1*)
bell (*1*)
benefit (*2*)
benefited (*2*)
beyond (*1*)
bid (*1*)
binding (*1*)
bit (*1*)
bite (*1*)
bizarre (*2*)
blanche (*1*)
Bluffton (*1*)
boardwalks (*1*)
BOLEN (*1*)
Book (*7*)
BOONE (*1*)
bother (*1*)
bound (*1*)
boundaries (*1*)
boundary (*5*)
bounds (*2*)
BOX (*2*)
brief (*3*)
briefly (*2*)
bringing (*1*)
brochure (*1*)
brought (*1*)
building (*2*)
business (*3*)
businesses (*1*)
buyers (*2*)

< C >
call (*4*)
called (*1*)
campground (*9*)
camping (*1*)
care (*1*)
carefully (*1*)
cares (*2*)
CAROLINA (*13*)
cars (*1*)
carte (*1*)
carve (*1*)
CASE (*13*)
cause (*1*)
caveat (*1*)
CC (*1*)
century (*1*)
certain (*6*)
certainly (*2*)
CERTIFICATE (*2*)
certify (*2*)
cetera (*1*)
chance (*1*)
change (*8*)
changed (*3*)
changes (*5*)
changing (*1*)
CHARLESTON (*3*)
chime (*1*)
Chris (*3*)
CHRISTOPHER (*7*)
circle (*1*)
circled (*4*)
citing (*1*)
claims (*2*)
clarify (*1*)
CLARK (*1*)
clear (*19*)
cleared (*1*)
clearer (*3*)
clearly (*3*)
clients (*2*)
client's (*1*)
close (*1*)
CLUB (*5*)
Code (*1*)
coin (*1*)
coincide (*1*)
come (*5*)
coming (*1*)
comma (*1*)
commend (*1*)
comment (*1*)
comments (*2*)
commercial (*1*)
Commission (*1*)
commitment (*1*)
commits (*1*)
COMMON (*2*)
compare (*1*)
comparison (*1*)
competent (*1*)
complained (*1*)
complete (*2*)
completely (*3*)
complex (*2*)
complies (*1*)
concerned (*1*)
concerning (*2*)
conclude (*1*)
concluded (*1*)
conditions (*1*)
conference (*2*)
confused (*1*)
conjunction (*1*)
connection (*1*)
consider (*1*)
constructed (*7*)
contact (*2*)
contend (*1*)
contended (*1*)
contention (*1*)
contract (*2*)
controlled (*1*)
conveniently (*1*)
conversations (*1*)
convert (*3*)
conveying (*1*)
convinced (*1*)
copies (*3*)
copy (*5*)
corners (*6*)
correct (*6*)
correctly (*1*)
counsel (*5*)
counterclaims (*2*)
COUNTY (*7*)
couple (*2*)
course (*5*)
COURT (*98*)
COURTHOUSE (*2*)
courtroom (*1*)
courts (*1*)
covenant (*1*)
covenants (*1*)
credit (*1*)
cross (*3*)
CSR (*2*)
cure (*1*)
currently (*1*)
customers (*2*)
cut (*3*)
cutting (*1*)

< D >
DATE (*2*)
dated (*1*)
Daufuskie (*4*)
day (*6*)
days (*3*)
deal (*4*)
dealing (*1*)
deals (*1*)
dealt (*1*)
December (*7*)
decide (*1*)
decided (*1*)
deed (*1*)
Defendants (*7*)
define (*1*)
defined (*1*)
definition (*1*)
definitive (*1*)
delete (*1*)
Department (*1*)
deposition (*3*)
describe (*1*)
described (*4*)
describes (*1*)
DESCRIPTION (*6*)
designated (*5*)
designates (*1*)
detailed (*1*)
details (*1*)
determinative (*1*)
Dft (*28*)

different (*3*)
disagree (*3*)
discuss (*1*)
discussing (*1*)
discussion (*3*)
disembarkment (*1*)
dismissal (*2*)
dispute (*8*)
disputes (*1*)
dock (*1*)
docks (*1*)
Document (*17*)
documents (*4*)
doing (*6*)
dollars (*1*)
dot (*1*)
draft (*3*)
drafted (*2*)
drafting (*1*)
dramatically (*1*)
DUKES (*1*)
dumpster (*1*)
duration (*2*)

< E >
earlier (*3*)
early (*2*)
ease (*1*)
easement (*85*)
easy (*2*)
economically (*1*)
efficacy (*1*)
effort (*1*)
efforts (*2*)
either (*3*)
email (*6*)
emailed (*1*)
emails (*1*)
emphasize (*1*)
employ (*1*)
employed (*4*)
employees (*2*)
endure (*1*)
enforce (*2*)
enforceable (*6*)
enforcement (*1*)
enjoy (*3*)
enjoying (*1*)
ensure (*1*)
enter (*1*)
entered (*3*)
entire (*6*)
entities (*4*)
entitled (*1*)
entity (*1*)
entrance (*11*)
entry (*2*)
erect (*2*)
especially (*1*)
estate (*2*)
et (*2*)
evening (*1*)
events (*1*)
everybody (*6*)
evidence (*28*)
exact (*3*)
exactly (*4*)
EXAMINATION (*1*)
exception (*1*)
Excerpt (*1*)
exchange (*3*)
exclusive (*12*)
exclusiveness (*1*)
excuse (*3*)
EXHIBIT (*90*)
EXHIBITS (*11*)
exist (*1*)
exit (*1*)
expanded (*1*)
expansion (*1*)
expires (*1*)
explained (*1*)
explanation (*1*)
expressed (*1*)
extended (*1*)
extrinsic (*1*)

< F >
face (*1*)
facilitate (*4*)
facilities (*2*)
failed (*1*)
Fair (*2*)
fairly (*1*)
familiar (*2*)
far (*4*)
February (*9*)
Ferry (*6*)
fight (*1*)
figure (*1*)
file (*1*)
filed (*5*)
final (*1*)
finally (*3*)
fine (*1*)
finished (*1*)
FIRM (*2*)
first (*15*)
five (*1*)
fix (*1*)
floor (*1*)
follow (*1*)
following (*2*)
follows (*1*)
foreclosed (*1*)
foregoing (*1*)
forever (*1*)
form (*1*)
formation (*1*)
forth (*5*)
Fortunately (*1*)
forward (*2*)
forwarded (*1*)
four (*11*)
frame (*1*)
free-for-all (*1*)
front (*2*)
fuel (*1*)
full (*3*)
further (*1*)

< G >
GA (*1*)
gain (*1*)
gained (*2*)
gate (*11*)
gates (*5*)
general (*6*)
generalized (*1*)
Generally (*1*)
genesis (*1*)
Georgia (*1*)
getting (*2*)
give (*7*)
given (*8*)
gives (*1*)
giving (*3*)
glad (*4*)
go (*31*)
goal (*1*)
goes (*1*)
going (*40*)
Good (*3*)
gotten (*1*)
grant (*3*)
granted (*13*)
grantee (*6*)
grantees (*1*)
granting (*6*)
grantor (*3*)
grants (*3*)
grass (*1*)
greater (*1*)
ground (*1*)
groups (*1*)
guards (*2*)
guess (*4*)
guessing (*1*)
guests (*12*)

< H >
half (*4*)
halt (*1*)
hand (*9*)
handed (*2*)
handing (*4*)
hang (*1*)
hanging (*1*)
happened (*3*)
happy (*3*)
HEAD (*5*)
hear (*4*)
heard (*6*)
hearing (*5*)
hearsay (*1*)
heart (*1*)
hereunto (*1*)
higher (*1*)
HILTON (*5*)
hire (*1*)
historically (*2*)
hold (*2*)
holder (*1*)
honest (*1*)
Honor (*57*)

HONORABLE (*1*)
HOOD (*1*)
hours (*10*)
hundreds (*4*)
hurt (*1*)

< I >
idea (*3*)
identification (*10*)
identify (*1*)
III (*1*)
impact (*2*)
impacts (*1*)
importance (*1*)
important (*2*)
imposes (*1*)
improvements (*11*)
inadmissible (*1*)
inclined (*2*)
include (*5*)
included (*3*)
includes (*1*)
including (*1*)
incorporate (*1*)
increase (*1*)
INDEX (*1*)
Indicating (*11*)
indication (*1*)
individuals (*1*)
information (*2*)
instruments (*1*)
intended (*1*)
intention (*2*)
interest (*9*)
interested (*1*)
interesting (*3*)
interfere (*1*)
interior (*1*)
interject (*3*)
interpret (*1*)
interpretation (*9*)
interpreted (*1*)
invitees (*9*)
involve (*3*)
involved (*1*)
ISLAND (*8*)
issue (*8*)
issues (*6*)
items (*2*)
its (*5*)

< J >
January (*11*)
Jenkins (*3*)
Judge (*31*)
July (*2*)
June (*1*)

< K >
keep (*2*)
keeping (*1*)
KELLY (*3*)
key (*1*)
kind (*1*)
knew (*1*)
know (*10*)
knowing (*1*)
known (*2*)
knows (*2*)

< L >
labeled (*1*)
land (*17*)
landlord (*1*)
language (*9*)
large (*3*)
late (*1*)
lately (*1*)
LAW (*10*)
lawsuit (*1*)
lawyer (*1*)
lawyers (*1*)
lease (*44*)
leased (*3*)
leasehold (*5*)
leases (*1*)
leave (*2*)
left (*4*)
legally (*1*)
lengthy (*1*)
lessees (*6*)
letter (*19*)
liberties (*1*)
license (*6*)
licensees (*8*)
licenses (*1*)
limit (*3*)
limited (*3*)
Line (*1*)
lines (*1*)
listed (*1*)
literally (*1*)
litigant (*1*)
little (*3*)
live (*1*)
LIZZI (*50*)
Lizzi's (*3*)
LLC (*5*)
located (*3*)
LOCATION (*1*)
logical (*1*)
loitering (*1*)
long (*9*)
longer (*4*)
longest (*1*)
longstanding (*1*)
look (*18*)
looking (*1*)
lot (*15*)
lots (*9*)
Lowcountry (*1*)
luck (*2*)

< M >
maintain (*6*)
making (*2*)
man (*1*)
managers (*1*)
mandatory (*1*)
MARINA (*25*)
Marina's (*8*)
marked (*10*)
MARVIN (*1*)
MASTER-IN-EQUITY (*1*)
matter (*4*)
McClellanville (*1*)
mean (*4*)
meaning (*4*)
meanings (*2*)
means (*4*)
meant (*3*)
mediated (*15*)
mediation (*21*)
mediator (*8*)
mediators (*1*)
MEETING (*1*)
merged (*1*)
mess (*1*)
metes (*2*)
MIKE (*2*)
millions (*1*)
mind (*2*)
minute (*1*)
misrepresentation (*1*)
mistake (*7*)
mistakenly (*1*)
modification (*1*)
modified (*2*)
modify (*1*)
moment (*2*)
money (*2*)
months (*8*)
MORALES (*2*)
motion (*16*)
motions (*3*)
mouth (*1*)
move (*4*)
multiple (*1*)
mutual (*2*)

< N >
Natural (*1*)
need (*7*)
needed (*2*)
needs (*2*)
negotiate (*2*)
negotiated (*6*)
negotiations (*1*)
Neil (*2*)
neither (*2*)
never (*5*)
new (*6*)
news (*1*)
night (*1*)
nonexclusive (*2*)
non-exclusivity (*1*)
NORTH (*1*)
Notary (*1*)
notes (*2*)
notice (*3*)
noticed (*1*)
notices (*2*)
Number (*7*)
Numbers (*1*)

< O >
object (*4*)
objection (*3*)
obviously (*4*)
October (*3*)
offers (*2*)
OFFICE (*1*)
official (*1*)
Off-the-record (*2*)
Oh (*5*)
Okay (*32*)
old (*1*)
once (*1*)
open (*1*)
opened (*1*)
operate (*5*)
operated (*1*)
operation (*1*)
opinions (*1*)
opposing (*2*)
oral (*2*)
order (*5*)
Organized (*1*)
original (*14*)
outlining (*1*)
outside (*3*)
overall (*2*)
overlooks (*1*)
overnight (*1*)
overturn (*1*)
owned (*5*)
owner (*4*)
OWNERS (*24*)
owns (*4*)

< P >
P.M (*4*)
PA (*1*)
package (*4*)
PAGE (*11*)
paragraph (*5*)
Parcel (*33*)
Pardon (*1*)
park (*2*)
parked (*1*)
parking (*10*)
parol (*4*)
part (*11*)
parties (*12*)
parts (*1*)
party (*4*)
passing (*1*)
paste (*1*)
pasted (*1*)
PATTERSON (*76*)
Patterson's (*3*)
paved (*26*)
payments (*1*)
PC (*1*)
pending (*1*)
people (*18*)
peremptory (*1*)
period (*1*)
permanent (*2*)
permitted (*1*)
personal (*1*)
persons (*5*)
pertinent (*1*)
petitioned (*1*)
Petitioners (*1*)
PHOSPHATE (*1*)
photograph (*1*)
piece (*1*)
Pinckney (*1*)
place (*3*)
placed (*1*)
places (*2*)
Plaintiff (*3*)
plaintiff's (*7*)
Plat (*6*)
plats (*1*)
platted (*5*)
PLEAS (*1*)
Please (*4*)
plenty (*1*)
Plf (*12*)
PO (*2*)
POA (*3*)
point (*14*)
pointed (*2*)
pointing (*1*)
points (*4*)
pool (*7*)
portion (*2*)
portions (*1*)
position (*4*)
possibility (*1*)
possibly (*1*)
power (*1*)
precise (*1*)
prejudice (*2*)
premise (*1*)
prepared (*1*)
present (*1*)
presented (*1*)
primarily (*1*)
printed (*2*)
prior (*2*)
private (*1*)
privately (*1*)
probably (*2*)
proceedings (*1*)
process (*2*)
Professional (*2*)
property (*44*)
Proposal (*5*)
proposals (*1*)
propose (*1*)
proposed (*11*)
protect (*1*)
protection (*1*)
provide (*8*)
provided (*4*)
provides (*7*)
provision (*3*)
provisions (*11*)
public (*2*)
purchaser (*1*)
purpose (*2*)
purposes (*3*)
put (*9*)
putting (*2*)

< Q >
question (*3*)
quick (*2*)
quite (*1*)
quotes (*1*)

< R >
R.V (*9*)
range (*2*)
rationale (*1*)
reach (*1*)
reached (*1*)
read (*6*)
reading (*3*)
reads (*1*)
real (*4*)
realize (*1*)
realized (*2*)
really (*3*)
realm (*1*)
reason (*6*)
reasonably (*1*)
received (*2*)
reconfigure (*1*)
record (*13*)
recordable (*2*)
recorded (*37*)
recording (*6*)
recreational (*2*)
redevelopment (*1*)
reduce (*1*)
reduced (*1*)
reduction (*1*)
reemphasizing (*1*)
refer (*1*)
reference (*2*)
referenced (*6*)
references (*1*)
referring (*1*)
refusing (*1*)
Regarding (*1*)
Registered (*2*)
related (*2*)
relitigate (*1*)
rely (*2*)
remaining (*1*)
Remember (*1*)
reminding (*1*)
reminds (*1*)
remorse (*2*)
rent (*5*)
REPORTED (*2*)
reporter (*11*)
REPORTER'S (*2*)
repose (*1*)
represented (*2*)
request (*2*)
requires (*2*)
reserved (*1*)
resolve (*4*)
resolved (*4*)
RESORT (*13*)

Resources (*1*)
respond (*1*)
response (*2*)
rest (*2*)
restated (*4*)
restatement (*1*)
restaurant (*13*)
restaurants (*1*)
restricted (*1*)
restriction (*7*)
restrictions (*11*)
retraining (*1*)
review (*2*)
reviewed (*1*)
revision (*1*)
RFP#102023 (*1*)
rid (*1*)
right (*58*)
rightful (*1*)
right-of-way (*1*)
rights (*15*)
risk (*1*)
ROAD (*7*)
roads (*21*)
roadway (*4*)
roadways (*2*)
RPR (*2*)
rule (*3*)
ruled (*1*)
rules (*1*)
run (*4*)
running (*5*)
Russ (*1*)
RUSSELL (*7*)

< S >
S.C (*1*)
S.E.2d (*1*)
Sadly (*1*)
sale (*1*)
sales (*1*)
sat (*1*)
saw (*2*)
saying (*6*)
says (*35*)
SC (*6*)
seal (*1*)
second (*13*)
secondly (*1*)
Section (*18*)
SECURITAS (*2*)
security (*2*)
see (*8*)
seen (*2*)
segue (*2*)
sell (*8*)
selling (*1*)
send (*1*)
sending (*1*)
sent (*12*)
seriously (*2*)
Service (*1*)
SERVICES (*2*)
set (*7*)
sets (*3*)
settlement (*36*)
seven (*1*)
sheriff (*1*)
ship (*9*)
shortcut (*1*)
shorthand (*1*)
show (*1*)
showed (*2*)
shown (*5*)
shows (*1*)
Sibley (*2*)
side (*5*)
sides (*1*)
sidewalk (*1*)
sidewalks (*2*)
sign (*3*)
signed (*11*)
signing (*2*)
signs (*2*)
simply (*7*)
single (*3*)
sir (*7*)
sit (*1*)
six (*1*)
small (*1*)
sold (*1*)
somebody (*2*)
someone's (*1*)
sorry (*4*)
sort (*1*)
sounds (*1*)
SOUTH (*13*)
spaces (*5*)
speaking (*1*)
specific (*2*)
specifically (*2*)
specified (*1*)
spend (*1*)
spots (*1*)
STATE (*6*)
stated (*2*)
states (*2*)
statute (*2*)
steps (*1*)
sticker (*1*)
stop (*1*)
store (*9*)
story (*2*)
straight (*1*)
straightforward (*2*)
STREET (*1*)
stretch (*1*)
subsequent (*1*)
substantially (*1*)
successors (*1*)
SUITE (*1*)
summary (*1*)
SUNSET (*7*)
Supreme (*2*)
sure (*10*)
susceptible (*1*)
sustain (*1*)
system (*1*)
system's (*1*)

< T >
take (*7*)
taken (*1*)
talk (*2*)
talked (*3*)
talking (*7*)
talks (*5*)
task (*1*)
TAYLOR (*47*)
tell (*3*)
telling (*1*)
temporary (*1*)
tenant (*1*)
tender (*1*)
tennis (*2*)
term (*2*)
terminus (*4*)
terms (*8*)
testified (*1*)
testimony (*1*)
thank (*9*)
Thanks (*1*)
That'd (*1*)
thereof (*2*)
thereon (*1*)
thing (*10*)
things (*4*)
think (*10*)
third (*4*)
THOMAS (*6*)
Thoms (*1*)
thought (*6*)
thousand (*1*)
thousands (*3*)
three (*4*)
ticket (*1*)
TIME (*11*)
times (*3*)
title (*1*)
Today (*6*)
told (*1*)
Tom (*3*)
total (*3*)
touch (*1*)
Town (*1*)
track (*1*)
tracked (*2*)
tracking (*2*)
tracks (*4*)
traffic (*1*)
training (*1*)
transcription (*1*)
transferred (*1*)
trash (*1*)
trespass (*5*)
trespassed (*2*)
trespassing (*2*)
trial (*4*)
tried (*5*)
tries (*2*)
true (*1*)
try (*2*)
trying (*5*)
turn (*2*)
Turner (*28*)
TURNER'S (*30*)

twice (*1*)
two (*6*)
two-story (*2*)
type (*3*)
typo (*2*)

< U >
Uh-huh (*2*)
uh-uh (*1*)
unambiguous (*3*)
understand (*2*)
understanding (*2*)
understands (*1*)
undertake (*2*)
unfortunately (*1*)
unification (*1*)
unilateral (*1*)
unit (*2*)
update (*1*)
updated (*6*)
use (*24*)
utilize (*2*)

< V >
valid (*3*)
vehicle (*3*)
vehicular (*1*)
verbatim (*3*)
version (*2*)
versus (*2*)
views (*1*)
virtue (*1*)
vs (*1*)

< W >
waiving (*1*)
walk (*8*)
walk-all-over-my-property-type (*1*)
walking (*4*)
walkways (*1*)
want (*27*)
wanted (*5*)
wants (*4*)
water (*3*)
way (*17*)
weeks (*1*)
well (*18*)
went (*9*)
We're (*23*)
we've (*2*)
whatsoever (*5*)
wide (*2*)
willing (*1*)
wisdom (*1*)
wish (*1*)
within-entitled (*1*)
Witness (*1*)
Word (*8*)
wording (*1*)
words (*1*)
worked (*1*)
works (*1*)
worried (*3*)
worth (*1*)
writing (*4*)
written (*8*)
wrote (*2*)
WWW.CLARKBOLEN.COM (*1*)

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YACHT (*4*)
Y'all (*6*)
Yeah (*12*)
year (*3*)
years (*1*)
you-all (*1*)

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zero (*1*)

IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

CIVIL ACTION NO. 2021-CP-07-01085

TURNER'S MARINA LLC,

Plaintiff,

vs.

R.V. RESORT AND YACHT CLUB OWNERS' ASSOCIATION, INC., SECURITAS SERVICES, LLC, MIKE MORALES, and SUNSET, INC.,

Defendants.

----------/

Hearing
Before the Honorable Marvin H. Dukes, III

Via Webex

Date: May 8, 2024

Time: 2:28 p.m.

Reporter: Theresa D. Saxon
Hilton Head, South Carolina
tdsaxon@gmail.com 843.338.6388

1 APPEARANCES OF COUNSEL

2 For the Plaintiff:

3 Thomas C. Taylor, Esquire
Law Office of Thomas C. Taylor, LLC
4 10 Pinckney Colony Road, Building 400
P.O. Box 1808
5 Bluffton, South Carolina 29910-1808
843.785.3425
6 843.301.6900
tom@thomastaylorlaw.com

7 For the Defendant Sunset, Inc.:

8 Russell P. Patterson, Esquire
9 Russell P. Patterson, P.A.
19 Shelter Cove Lane, Suite 107
10 Hilton Head, South Carolina 29928
843.341.9300 (f) 341-9301
11 russell@russellpattersonlaw.com

12 For the Defendant Sunset, Inc.:

13 Christopher D. Lizzi, Esquire
Lizzi Law Firm, PC
14 2170 Ashley Phosphate Road, Suite 402
N. Charleston, South Carolina 29406
15 843.797.0222
lizzilaw@aol.com

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I N D E X

Reporter's Certificate.....22

1 MR. PATTERSON: Judge, this is Russell
2 Patterson. I had on my calendar we were
3 going to discuss the remaining issues on the
4 -- another Turner case, 1085, about the
5 disputed settlement agreement reached in
6 mediation. I may -- may have it wrong on my
7 calendar. I don't know.
8 THE COURT: What were the -- the
9 remaining issues -- I'm sorry, you're --
10 you're right. I completely forgot about
11 that. That's the restaurant issues. Right?
12 MR. PATTERSON: Yes, Your Honor. I
13 submitted a short memo this morning, but the
14 remaining two issues, the first issue about
15 the interpretation by which amended easement
16 agreement was consistent with the agreement,
17 you already ruled that the one that the
18 restaurant and the POA submitted was
19 consistent with the mediated settlement
20 agreement. That left only two issues left,
21 and that is the amendment to the lease and
22 the agreement concerning security guards
23 and -- armed security guards and gates, so
24 that's what I was prepared to argue is about
25 the lease -- there are two different

versions of that -- and then also, to talk briefly about the provisions on the armed guards and gates.

THE COURT: I thought there was an agreement as to the no armed guards, but maybe I'm wrong.

MR. PATTERSON: No, sir. There's a disagreement.

THE COURT: Okay.

MR. TAYLOR: Well, there's only -- there's only a disagreement, judge, as to whether or not that applies to the later potential purchasers of the property or whether or not this was, as we contend, a personal agreement by Mr. Turner to not have armed guards in order to try to act in good faith and work with them.

MR. PATTERSON: I'll be happy to discuss both issues if you want, Your Honor.

THE COURT: Yes. Okay, go ahead. I'm happy to hear from you.

MR. PATTERSON: Okay. As far as the lease issue, Your Honor, I attached in the memo I submitted this morning the April 17th, 2024, version of the lease,

1 which is attached as Exhibit 1 to my memo.
2 And it basically tracks almost verbatim from
3 the settlement agreement about parking
4 spaces and all the other provisions that
5 dealt with the lease.
6 Plaintiff's counsel, on May 7, finally
7 responded with specific feedback to that,
8 and they made two changes. And the first
9 change is in section 6. In the last
10 sentence, they added this language, and I'll
11 read from it. I'll read six. This talks
12 about the -- the use of the restaurant and
13 the ship's store, and then they added a
14 sentence, "Landlord agrees" -- the landlord
15 would be the POA -- "agrees that the
16 restaurant space would be limited to only
17 operate during the hours of Tuesday through
18 Sunday, 5:00 p.m. to 10:00 p.m., and Sunday,
19 10:30 a.m. to 2:00 p.m." All right. So
20 basically, he's trying to impose hours of
21 operation.
22 In the settlement agreement, there is
23 no provision that says that's the only times
24 we're going to operate. And, in fact, if
25 you look at the settlement agreement,

1 section 2 where it's talking about different
2 parking spaces, section 2C and 2D talk about
3 we can use these -- those spaces 24/7/365.
4 So it's clear that there was never an intent
5 to put a time period of when our business
6 could operate, because those spaces we can
7 use every day of the year, 24/7.
8 There was a definition of business
9 hours as far as the use of certain other
10 spaces, where we would not have 24/7 use of
11 some of the spaces, and that's where the
12 term business hours is defined. All right.
13 And so there -- there are three references
14 to business hours that talk about and that's
15 a defined term in the settlement agreement,
16 but all -- the use of the business hours was
17 always in relation to specific parking
18 spaces. There is no language anywhere that
19 says that Sunset or the POA agreed that the
20 restaurant would only be open during certain
21 time periods. So that's a completely new
22 provision that no one ever agreed to, and
23 that is not found in there.
24 The second item added is in section 7
25 at the last sentence. The Plaintiff

1 added -- where it's talking about the
2 interpretation of the 1981 lease, Plaintiff
3 has added: "Landlord acknowledges the
4 laundry room, mail room, and the exercise
5 room are all parts of the lease space and
6 under the sole control of the tenant."
7 No such language is in the settlement
8 agreement. And, in fact, those three rooms
9 are not even mentioned in the settlement
10 agreement. So this is another new provision
11 that was never found in the settlement
12 agreement and not agreed by the parties. So
13 those are your two changes that the
14 Plaintiff has attempted to insert that we
15 strongly contend is not in the settlement
16 agreement.
17 MR. TAYLOR: Your Honor.
18 THE COURT: Go ahead, please.
19 MR. TAYLOR: Your Honor, this is almost
20 humorous, in the fact that we have a
21 position that has been taken by the
22 association and Sunset in regards to
23 paragraph 9 on the easement and whether or
24 not they could convince the court, which
25 they have, that there was an agreement that

there was access to be given to all of Parcel B. And you may recall, Your Honor, that Mr. Patterson has said at least a dozen times in the previous arguments that it says what it says, it is what it says, and it says what the words are that we are to live by. That was the basis that the court used to render its verbal decision on saying that Turner's Marina's private property is going to be opened up as basically a license for all of the association members and their guests.

Now, Sunset and the association want to take the language of paragraph 6, which says that the parking spaces will be reserved for the restaurant during business hours, and then it goes on to say, "as used in this agreement, business hours are agreed to be Tuesday through Sunday, 5:00 p.m. till 10:00 p.m., and Sunday, 10:30 -- Tuesday through Sunday, and from Sunday, 10:30 a.m. to 2:00 p.m."

Judge, there couldn't be anything, any wording any clearer than the fact that those are the business hours that were agreed to

1 for the restaurant, and it is written as
2 they argued about in the -- in the
3 transmutation of the easement, that is
4 exactly what it says, and that is how the
5 business hours were defined.
6 As to the second issue, judge, it's
7 very clear that there was -- as you read the
8 mediated settlement agreement, it provides
9 specifically -- and, judge, I'm finding the
10 provision of it -- in paragraph 8: "The
11 Association and Sunset acknowledge and
12 affirm that Turner's Marina is the rightful
13 holder of the 99-year lease, and the rights
14 and responsibilities arising therefrom not
15 otherwise addressed in the settlement
16 agreement, and they agree to not bring upon
17 the lease property any means of restricting
18 lessee from use and enjoyment of the
19 leasehold property."
20 This entire case, Your Honor, was about
21 what rights the lease extended to Turner's
22 Marina for the 99 years. We have always
23 contended that the lease says exactly what
24 it says, which is that it's for certain
25 portions of the clubhouse complex: "The

1 described recreational facilities, together
2 with all appurtenances, tenements, and
3 hereditaments, and together with all
4 improvements, buildings, and structures."
5 So what happens, Your Honor, is they
6 came in at the mediated settlement
7 agreement, they got what they wanted in a
8 confirmation from Mr. Turner that the
9 restaurant was not part of the lease and
10 that the ship's store was not part of the
11 lease -- although the association agreed not
12 to use any commercial interest therein --
13 and everything else was agreed to be
14 Turner's. That's what it says. And that
15 includes all of the rest of the recreational
16 building, which is what we included within
17 the proposal Mr. Patterson drew up to make
18 it clear.
19 Again, judge, this is the ultimate
20 goose and gander argument here. Apparently,
21 it was good for us when they wanted to say
22 it says what it says and the association has
23 the right to a license across Turner's
24 Marina's land. But when the mediated
25 settlement agreement says the remaining

1 items, which are that the business hours are
2 from 5:00 until 10:00, Tuesday through
3 Sunday and 10:30 until 2:00 also on Sunday,
4 then those aren't the business hours somehow
5 anymore.
6 Both of the provisions that we
7 requested to be addressed in there are
8 appropriate, Your Honor, and we would ask
9 that the court take our redlined version,
10 which Mr. Patterson has attached to his -- I
11 believe it's attached to it, and order that
12 to be the case, which we are perfectly happy
13 to sign with that lease agreement.
14 MR. PATTERSON: Your Honor, just
15 briefly.
16 The only time that Turner business
17 hours is referenced in the settlement
18 agreement is directly related to parking
19 spots. And I don't know if you have the
20 mediated settlement agreement available, but
21 paragraph 2 talks about with regards to
22 parking and disputed parking spaces, the
23 areas in question referenced in Exhibit A
24 are attached, and there's 23 spots. And
25 then it goes and talks about each spot.

1 And it says in paragraph B, five and
2 six on B will be short-term parking until
3 5:00 p.m., at which time these spots will be
4 reserved for restaurant patrons and guests
5 during business hours. So that's a defined
6 term. So business hours is a defined term
7 as to five and six.
8 Then it says spot three on Exhibit A
9 will be for exclusive use for the restaurant
10 24/7/365, so that there's no limit for that.
11 And so if it was intended that there
12 was an agreement as to what the -- when the
13 restaurant could be open, it wouldn't make
14 any sense in one paragraph to talk about
15 business hours for spots five and six, and
16 for spots three and four in the next two
17 paragraphs to be 24/7/365. Okay.
18 The only other place that business
19 hours are referenced, Mr. Taylor quoted
20 paragraph six, but of course he only quoted
21 part of it.
22 Paragraph 6 talks about reconfiguring
23 the parking spaces, and in the event that
24 happens, there will be seven new spaces
25 created. And it says: "Up to a maximum of

seven new spaces will be reserved for the restaurant during business hours. As used in this agreement, business hours are agreed to be Tuesday through Sunday, 5:00 to 10:00, and Sunday, 10:30 to 2:00."

Again, business hours is only used in reference to those seven new spaces, just like business hours in paragraph 2B was only used in reference to spots five and six.

There is no separate agreement or separate provision anywhere that says the restaurant will only be operated during certain times or business hours.

Business hours, as defined, only has to do with parking spaces. And for them -- for the Plaintiff to try to suggest there was a agreement that we would not operate the restaurant for certain time periods based on that it just doesn't have any basis whatsoever, and it's completely inconsistent with the provisions talking about using other spaces for the restaurant 24 hours a day, seven days a week, 365 days a year.

The second issue having to do with the language they've added about the laundry

room and the mail room and the exercise room, those three rooms are never mentioned in the settlement agreement. If the Plaintiff intended to have control over those in the settlement agreement, it's got to be in the settlement agreement. There is no reference to those rooms. The language he's relying on, paragraph 8, doesn't say -- use the word laundry room, mail room, or exercise room. It's not there. It's not anywhere in the settlement agreement. We're not trying to use a different standard than we did with the easement. If there was language as to those rooms, we're bound by it. What he's trying to do is add language that does not exist.

And if the parties intended to affirm the Plaintiff's right to those three rooms, it would have been in the settlement agreement. Those three rooms weren't even part of the discussion. We were discussing the ship's store and the restaurant and the parking spaces, and that's what's in the settlement agreement. And there was no agreement as to these other items, and they

1 should not be included in the amended lease.
2 MR. TAYLOR: Your Honor, that's like,
3 again, interpreting the easement paragraph
4 to say that they shall have access to Parcel
5 B, that's what the wording says, and the
6 settlement agreement says that all Turner's
7 Marina is the rightful holder of the 99-year
8 lease and rights and responsibilities
9 arising therefrom not otherwise addressed in
10 this settlement agreement.
11 That's exactly the same exact argument
12 that Mr. Patterson made to try extend that
13 easement into a license for all of the
14 owners to come on Mr. Turner's private
15 property.
16 THE COURT: All right. Well, let me --
17 MR. TAYLOR: Your Honor, and certainly
18 the only other thing, Your Honor, I would
19 let the court know is, in the single
20 deposition that was taken in this matter
21 prior to the mediated settlement agreement,
22 Mr. Turner was deposed on 30(b)(6), and at
23 page 130 and 131 when Mr. Patterson was
24 asking him about what he claimed, he said he
25 testified specifically -- and, Your Honor,

1 this was in September of 2023, he testified
2 specifically that certain portions of the
3 clubhouse that were Turner's Marina's were
4 together with all of them -- with all of the
5 furnishings, fixtures -- excuse me,
6 furniture, fixtures, and equipment. And he
7 specifically told them that he was talking
8 about these areas that we are now saying,
9 let's clear this up and put it in the
10 leasehold agreement that is going to be
11 recorded.
12 THE COURT: All right. Well, let me
13 take a look at it with everything else.
14 I'll try to come up with something.
15 When is the restaurant open right now,
16 just out of curiosity?
17 MR. PATTERSON: I don't know exactly
18 what their hours are now, but, you know,
19 they still are in operation; even though
20 they may not be serving people, they've got
21 employees, they've got deliveries, they've
22 got maintenance, they've got repairs, so
23 it's -- people are there all the time. You
24 know, it's a very --
25 MR. TAYLOR: And that's what those two

1 parking spaces that were designated 24/7/365
2 were for, Your Honor. And the restaurant is
3 currently operating from 6:00 till 10:00,
4 Tuesday through Sunday.
5 MR. PATTERSON: But they -- they --
6 under their lease, they have the right to
7 operate whenever they want to, and they
8 never agreed and the issue never came up
9 during mediation of when they would operate.
10 In fact, nobody has ever tried to
11 impose any restrictions even in this
12 litigation of when they can be open or not.
13 It's entirely up to the owner of the
14 restaurant when she wants to be open.
15 To now try to say you put restrictions
16 on certain parking spaces and that somehow
17 means you can't be open is completely
18 illogical and adding words that do not exist
19 in the settlement agreement.
20 THE COURT: All right. Well, let me --
21 let me look at this, because, Russell, I
22 haven't seen what you sent yet. You said --
23 you said you sent something earlier.
24 MR. PATTERSON: Yes.
25 THE COURT: I was with you in another

hearing earlier and another -- all kinds of stuff going on today, so --

MR. TAYLOR: And, Your Honor, if Mr. Patterson sent that out this morning, we'd certainly like to have five days in order to respond to that.

MR. PATTERSON: Your Honor, it was a supplemental memo, and I emailed a copy to Mr. Taylor. It is not some new motion. It's not some new position. Either side could have submitted a memo today. And I -- I don't really see why we need to keep it up. If Mr. Taylor had submitted a memo, that would have been fine, which he did not.

THE COURT: Well, I'll give them -- I'll give them a couple of days, because we're not going to -- we're not going to meet again til more than five days from now, so, Tom, if you just want to respond briefly to it, that would be fine.

MR. TAYLOR: Yes, sir. Thank you, judge.

MR. PATTERSON: What's going to be -- the time period for that response is going to be what?

THE COURT: Tom, can you have that in by Monday afternoon? Is that doable?

MR. TAYLOR: Yes, sir. Yes, sir.

THE COURT: Okay. And I've lost track of when we rescheduled this for. What did we say? We're doing Friday, the -- Friday, the 17th, I think?

MR. TAYLOR: Yes, sir, at 2:00 p.m. Yes, sir, it's Friday, the 17th, 2:00 p.m.

MR. PATTERSON: That's at 2:00 p.m., Your Honor?

THE COURT: Yeah, 2:00 p.m. Sorry it had to be a Friday afternoon, but that's all we've got left.

MR. PATTERSON: Both cases you want an update on?

THE COURT: I'm sorry?

MR. PATTERSON: Both cases you'll get an update on, the restaurant case?

THE COURT: Yes. Yes.

MR. PATTERSON: Okay.

THE COURT: We will keep updating and meeting and coming up with stuff till we get rid of these statuses. You'll decide where you want to go from there. So, all right,

1 well, good. Y'all have a -- have a great
2 day. I appreciate it.
3 MR. PATTERSON: Thank you, Your Honor.
4 MR. TAYLOR: Thank you.
5 THE COURT: Thank you. Okay.
6 (Whereupon, the hearing
7 was concluded at
8 2:49 p.m.)
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C E R T I F I C A T E

STATE OF SOUTH CAROLINA:
BEAUFORT COUNTY:

I, Theresa D. Saxon, Court Reporter and Notary Public in and for the above county and state, do hereby certify that this is a true and correct transcript of the proceedings in this matter taken by me stenographically at the time herein-before set forth.

I am not of counsel to any party, nor interested in the event of this cause.

_____
Theresa D. Saxon

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1 [1] - 6:1
1085 [1] - 4:4
10:00 [5] - 6:18, 9:20, 12:2, 14:4, 18:3
10:30 [5] - 6:19, 9:20, 9:21, 12:3, 14:5
130 [1] - 16:23
131 [1] - 16:23
17th [3] - 5:25, 20:7, 20:9
1981 [1] - 8:2

2

2 [2] - 7:1, 12:21
2023 [1] - 17:1
2024 [1] - 5:25
23 [1] - 12:24
24 [1] - 14:22
24/7 [2] - 7:7, 7:10
24/7/365 [4] - 7:3, 13:10, 13:17, 18:1
2:00 [8] - 6:19, 9:22, 12:3, 14:5, 20:8, 20:9, 20:10, 20:12
2:49 [1] - 21:8
2B [1] - 14:8
2C [1] - 7:2
2D [1] - 7:2

3

30(b)(6 [1] - 16:22
365 [1] - 14:23

5

5:00 [5] - 6:18, 9:19, 12:2, 13:3, 14:4

6

6 [3] - 6:9, 9:14, 13:22
6:00 [1] - 18:3

7

7 [2] - 6:6, 7:24

8

8 [2] - 10:10, 15:8

9

9 [1] - 8:23
99 [1] - 10:22
99-year [2] - 10:13, 16:7

A

a.m [2] - 6:19, 9:21
access [2] - 9:1, 16:4
acknowledge [1] - 10:11
acknowledges [1] - 8:3
act [1] - 5:16
add [1] - 15:15
added [6] - 6:10, 6:13, 7:24, 8:1, 8:3, 14:25
adding [1] - 18:18
addressed [3] - 10:15, 12:7, 16:9
affirm [2] - 10:12, 15:17
afternoon [2] - 20:2, 20:13
agree [1] - 10:16
agreed [9] - 7:19, 7:22, 8:12, 9:18, 9:25, 11:11, 11:13, 14:3, 18:8
agreement [40] - 4:5, 4:16, 4:20, 4:22, 5:5, 5:15, 6:3, 6:22, 6:25, 7:15, 8:8, 8:10, 8:12, 8:16, 8:25, 9:18, 10:8, 10:16, 11:7, 11:25, 12:13, 12:18, 12:20, 13:12, 14:3, 14:10, 14:17, 15:3, 15:5, 15:6, 15:11, 15:20, 15:24, 15:25, 16:6, 16:10, 16:21, 17:10, 18:19
agrees [2] - 6:14, 6:15
ahead [2] - 5:20, 8:18
almost [2] - 6:2, 8:19
amended [2] - 4:15, 16:1
amendment [1] - 4:21
applies [1] - 5:12
appreciate [1] - 21:2
appropriate [1] - 12:8
appurtenances [1] - 11:2
April [1] - 5:25
areas [2] - 12:23, 17:8
argue [1] - 4:24
argued [1] - 10:2
argument [2] - 11:20, 16:11
arguments [1] - 9:4
arising [2] - 10:14, 16:9
armed [4] - 4:23, 5:2, 5:5, 5:16
association [5] - 8:22, 9:11, 9:13, 11:11, 11:22
Association [1] - 10:11
attached [5] - 5:23, 6:1, 12:10, 12:11, 12:24
attempted [1] - 8:14
available [1] - 12:20

B

based [1] - 14:18
basis [2] - 9:7, 14:19
bound [1] - 15:14
briefly [3] - 5:2, 12:15, 19:19
bring [1] - 10:16
building [1] - 11:16
buildings [1] - 11:4
business [22] - 7:5, 7:8, 7:12, 7:14, 7:16, 9:16, 9:18, 9:25, 10:5, 12:1, 12:4, 12:16, 13:5, 13:6, 13:15, 13:18, 14:2, 14:3, 14:6, 14:8, 14:13, 14:14

C

calendar [2] - 4:2, 4:7
case [4] - 4:4, 10:20, 12:12, 20:19
cases [2] - 20:15, 20:18
certain [7] - 7:9, 7:20, 10:24, 14:13, 14:18, 17:2, 18:16
certainly [2] - 16:17, 19:5
change [1] - 6:9
changes [2] - 6:8, 8:13
claimed [1] - 16:24
clear [4] - 7:4, 10:7, 11:18, 17:9
clearer [1] - 9:24
clubhouse [2] - 10:25, 17:3
coming [1] - 20:23
commercial [1] - 11:12
completely [4] - 4:10, 7:21, 14:20, 18:17
complex [1] - 10:25
concerning [1] - 4:22
concluded [1] - 21:7
confirmation [1] - 11:8
consistent [2] - 4:16, 4:19
contend [2] - 5:14, 8:15
contended [1] - 10:23
control [2] - 8:6, 15:4
convince [1] - 8:24
copy [1] - 19:8
counsel [1] - 6:6
couple [1] - 19:16
course [1] - 13:20
COURT [17] - 4:8, 5:4, 5:9, 5:20, 8:18, 16:16, 17:12, 18:20, 18:25, 19:15, 20:1, 20:4, 20:12, 20:17, 20:20, 20:22, 21:5
court [4] - 8:24, 9:7, 12:9, 16:19
created [1] - 13:25
curiosity [1] - 17:16

D

days [5] - 14:23, 19:5, 19:16, 19:18
dealt [1] - 6:5
decide [1] - 20:24
decision [1] - 9:8
defined [6] - 7:12, 7:15, 10:5, 13:5, 13:6, 14:14
definition [1] - 7:8
deliveries [1] - 17:21
deposed [1] - 16:22
deposition [1] - 16:20
described [1] - 11:1
designated [1] - 18:1
different [3] - 4:25, 7:1, 15:12
directly [1] - 12:18
disagreement [2] - 5:8, 5:11
discuss [2] - 4:3, 5:19
discussing [1] - 15:21
discussion [1] - 15:21
disputed [2] - 4:5, 12:22
doable [1] - 20:2
dozen [1] - 9:3
drew [1] - 11:17
during [7] - 6:17, 7:20, 9:16, 13:5, 14:2, 14:12, 18:9

E

easement [6] - 4:15, 8:23, 10:3, 15:13, 16:3, 16:13
either [1] - 19:10
emailed [1] - 19:8
employees [1] - 17:21
enjoyment [1] - 10:18
entire [1] - 10:20
entirely [1] - 18:13
equipment [1] - 17:6
event [1] - 13:23
exact [1] - 16:11
exactly [4] - 10:4, 10:23, 16:11, 17:17
exclusive [1] - 13:9
excuse [1] - 17:5
exercise [3] - 8:4, 15:1, 15:10
Exhibit [3] - 6:1, 12:23, 13:8
exist [2] - 15:16, 18:18
extend [1] - 16:12
extended [1] - 10:21

F

facilities [1] - 11:1
fact [5] - 6:24, 8:8, 8:20, 9:24, 18:10
faith [1] - 5:17
far [2] - 5:22, 7:9
feedback [1] - 6:7

finally [1] - 6:6
fine [2] - 19:14, 19:20
first [2] - 4:14, 6:8
five [6] - 13:1, 13:7, 13:15, 14:9, 19:5, 19:18
fixtures [2] - 17:5, 17:6
forgot [1] - 4:10
four [1] - 13:16
Friday [4] - 20:6, 20:9, 20:13
furnishings [1] - 17:5
furniture [1] - 17:6

G

gander [1] - 11:20
gates [2] - 4:23, 5:3
given [1] - 9:1
goose [1] - 11:20
great [1] - 21:1
guards [5] - 4:22, 4:23, 5:3, 5:5, 5:16
guests [2] - 9:12, 13:4

H

happy [3] - 5:18, 5:21, 12:12
hear [1] - 5:21
hearing [2] - 19:1, 21:6
hereditaments [1] - 11:3
holder [2] - 10:13, 16:7
Honor [19] - 4:12, 5:19, 5:23, 8:17, 8:19, 9:2, 10:20, 11:5, 12:8, 12:14, 16:2, 16:17, 16:18, 16:25, 18:2, 19:3, 19:7, 20:11, 21:3
hours [25] - 6:17, 6:20, 7:9, 7:12, 7:14, 7:16, 9:16, 9:18, 9:25, 10:5, 12:1, 12:4, 12:17, 13:5, 13:6, 13:15, 13:19, 14:2, 14:3, 14:6, 14:8, 14:13, 14:14, 14:22, 17:18
humorous [1] - 8:20

I

illogical [1] - 18:18
impose [2] - 6:20, 18:11
improvements [1] - 11:4
included [2] - 11:16, 16:1
includes [1] - 11:15
inconsistent [1] - 14:20
insert [1] - 8:14
intended [3] - 13:11, 15:4, 15:17
intent [1] - 7:4
interest [1] - 11:12
interpretation [2] - 4:15, 8:2
interpreting [1] - 16:3
issue [5] - 4:14, 5:23, 10:6, 14:24, 18:8
issues [6] - 4:3, 4:9, 4:11, 4:14, 4:20, 5:19
item [1] - 7:24
items [2] - 12:1, 15:25

J

judge [7] - 4:1, 5:11, 9:23, 10:6, 10:9, 11:19, 19:22

K

keep [2] - 19:12, 20:22
kinds [1] - 19:1

L

land [1] - 11:24
Landlord [1] - 6:14
landlord [2] - 6:14, 8:3
language [8] - 6:10, 7:18, 8:7, 9:14, 14:25, 15:7, 15:14, 15:15
last [2] - 6:9, 7:25
laundry [3] - 8:4, 14:25, 15:9
lease [17] - 4:21, 4:25, 5:23, 5:25, 6:5, 8:2, 8:5, 10:13, 10:17, 10:21, 10:23, 11:9, 11:11, 12:13, 16:1, 16:8, 18:6
leasehold [2] - 10:19, 17:10
least [1] - 9:3
left [3] - 4:20, 20:14
lessee [1] - 10:18
license [3] - 9:10, 11:23, 16:13
limit [1] - 13:10
limited [1] - 6:16
litigation [1] - 18:12
live [1] - 9:6
look [3] - 6:25, 17:13, 18:21
lost [1] - 20:4

M

mail [3] - 8:4, 15:1, 15:9
maintenance [1] - 17:22
Marina [3] - 10:12, 10:22, 16:7
Marina's [3] - 9:9, 11:24, 17:3
matter [1] - 16:20
maximum [1] - 13:25
means [2] - 10:17, 18:17
mediated [6] - 4:19, 10:8, 11:6, 11:24, 12:20, 16:21
mediation [2] - 4:6, 18:9
meet [1] - 19:18
meeting [1] - 20:23
members [1] - 9:11
memo [6] - 4:13, 5:24, 6:1, 19:8, 19:11, 19:13
mentioned [2] - 8:9, 15:2
Monday [1] - 20:2
morning [3] - 4:13, 5:24, 19:4
motion [1] - 19:9
MR [27] - 4:1, 4:12, 5:7, 5:10, 5:18, 5:22, 8:17, 8:19, 12:14, 16:2, 16:17, 17:17, 17:25, 18:5, 18:24, 19:3, 19:7, 19:21, 19:23, 20:3, 20:8, 20:10, 20:15, 20:18, 20:21, 21:3, 21:4

N

need [1] - 19:12
never [5] - 7:4, 8:11, 15:2, 18:8
new [7] - 7:21, 8:10, 13:24, 14:1, 14:7, 19:9, 19:10
next [1] - 13:16
nobody [1] - 18:10

O

one [3] - 4:17, 7:22, 13:14
open [6] - 7:20, 13:13, 17:15, 18:12, 18:14, 18:17
opened [1] - 9:10
operate [6] - 6:17, 6:24, 7:6, 14:17, 18:7, 18:9
operated [1] - 14:12
operating [1] - 18:3
operation [2] - 6:21, 17:19
order [3] - 5:16, 12:11, 19:6
otherwise [2] - 10:15, 16:9
owner [1] - 18:13
owners [1] - 16:14

P

p.m [12] - 6:18, 6:19, 9:19, 9:20, 9:22, 13:3, 20:8, 20:9, 20:10, 20:12, 21:8
page [1] - 16:23
paragraph [11] - 8:23, 9:14, 10:10, 12:21, 13:1, 13:14, 13:20, 13:22, 14:8, 15:8, 16:3
paragraphs [1] - 13:17
Parcel [2] - 9:2, 16:4
parking [13] - 6:3, 7:2, 7:17, 9:15, 12:18, 12:22, 13:2, 13:23, 14:15, 15:23, 18:1, 18:16
part [4] - 11:9, 11:10, 13:21, 15:21
parties [2] - 8:12, 15:17
parts [1] - 8:5
patrons [1] - 13:4
PATTERSON [16] - 4:1, 4:12, 5:7, 5:18, 5:22, 12:14, 17:17, 18:5, 18:24, 19:7, 19:23, 20:10, 20:15, 20:18, 20:21, 21:3
Patterson [7] - 4:2, 9:3, 11:17, 12:10, 16:12, 16:23, 19:4
people [2] - 17:20, 17:23
perfectly [1] - 12:12
period [2] - 7:5, 19:24
periods [2] - 7:21, 14:18
personal [1] - 5:15
place [1] - 13:18
Plaintiff [5] - 7:25, 8:2, 8:14, 14:16, 15:4
plaintiff's [1] - 6:6
Plaintiff's [1] - 15:18
POA [3] - 4:18, 6:15, 7:19
portions [2] - 10:25, 17:2
position [2] - 8:21, 19:10
potential [1] - 5:13
prepared [1] - 4:24
previous [1] - 9:4
private [2] - 9:9, 16:14
property [5] - 5:13, 9:9, 10:17, 10:19, 16:15
proposal [1] - 11:17
provides [1] - 10:8
provision [5] - 6:23, 7:22, 8:10, 10:10, 14:11
provisions [4] - 5:2, 6:4, 12:6, 14:21
purchasers [1] - 5:13
put [3] - 7:5, 17:9, 18:15

Q

quoted [2] - 13:19, 13:20

R

reached [1] - 4:5
read [3] - 6:11, 10:7

really [1] - 19:12
reconfiguring [1] - 13:22
recorded [1] - 17:11
recreational [2] - 11:1, 11:15
redlined [1] - 12:9
reference [3] - 14:7, 14:9, 15:7
referenced [3] - 12:17, 12:23, 13:19
references [1] - 7:13
regards [2] - 8:22, 12:21
related [1] - 12:18
relation [1] - 7:17
relying [1] - 15:8
remaining [4] - 4:3, 4:9, 4:14, 11:25
render [1] - 9:8
repairs [1] - 17:22
requested [1] - 12:7
rescheduled [1] - 20:5
reserved [3] - 9:15, 13:4, 14:1
respond [2] - 19:6, 19:19
responded [1] - 6:7
response [1] - 19:24
responsibilities [2] - 10:14, 16:8
rest [1] - 11:15
restaurant [20] - 4:11, 4:18, 6:12, 6:16, 7:20, 9:16, 10:1, 11:9, 13:4, 13:9, 13:13, 14:2, 14:12, 14:18, 14:22, 15:22, 17:15, 18:2, 18:14, 20:19
restricting [1] - 10:17
restrictions [2] - 18:11, 18:15
rid [1] - 20:24
rightful [2] - 10:12, 16:7
rights [3] - 10:13, 10:21, 16:8
room [9] - 8:4, 8:5, 15:1, 15:2, 15:9, 15:10
rooms [6] - 8:8, 15:2, 15:7, 15:14, 15:18, 15:20
ruled [1] - 4:17
Russell [2] - 4:1, 18:21

S

second [3] - 7:24, 10:6, 14:24
section [4] - 6:9, 7:1, 7:2, 7:24
security [2] - 4:22, 4:23
see [1] - 19:12
sense [1] - 13:14
sent [3] - 18:22, 18:23, 19:4
sentence [3] - 6:10, 6:14, 7:25
separate [2] - 14:10, 14:11
September [1] - 17:1
serving [1] - 17:20
settlement [26] - 4:5, 4:19, 6:3, 6:22, 6:25, 7:15, 8:7, 8:9, 8:11, 8:15, 10:8, 10:15, 11:6, 11:25, 12:17, 12:20, 15:3, 15:5, 15:6, 15:11, 15:19, 15:24, 16:6, 16:10, 16:21, 18:19
seven [4] - 13:24, 14:1, 14:7, 14:23
shall [1] - 16:4
ship's [3] - 6:13, 11:10, 15:22
short [2] - 4:13, 13:2
short-term [1] - 13:2
side [1] - 19:10
sign [1] - 12:13
single [1] - 16:19
six [6] - 6:11, 13:2, 13:7, 13:15, 13:20, 14:9
sole [1] - 8:6
sorry [2] - 4:9, 20:17
Sorry [1] - 20:12
space [2] - 6:16, 8:5
spaces [18] - 6:4, 7:2, 7:3, 7:6, 7:10, 7:11, 7:18, 9:15, 12:22, 13:23, 13:24, 14:1, 14:7, 14:15, 14:22, 15:23, 18:1, 18:16
specific [2] - 6:7, 7:17
specifically [4] - 10:9, 16:25, 17:2, 17:7
spot [2] - 12:25, 13:8
spots [6] - 12:19, 12:24, 13:3, 13:15, 13:16, 14:9
standard [1] - 15:12
statuses [1] - 20:24
still [1] - 17:19
store [3] - 6:13, 11:10, 15:22
strongly [1] - 8:15
structures [1] - 11:4
stuff [2] - 19:2, 20:23
submitted [5] - 4:13, 4:18, 5:24, 19:11, 19:13
suggest [1] - 14:16
Sunday [11] - 6:18, 9:19, 9:20, 9:21, 12:3, 14:4, 14:5, 18:4
Sunset [4] - 7:19, 8:22, 9:13, 10:11
supplemental [1] - 19:8

T

talks [4] - 6:11, 12:21, 12:25, 13:22
TAYLOR [11] - 5:10, 8:17, 8:19, 16:2, 16:17, 17:25, 19:3, 19:21, 20:3, 20:8, 21:4
Taylor [3] - 13:19, 19:9, 19:13
tenant [1] - 8:6
tenements [1] - 11:2
term [5] - 7:12, 7:15, 13:2, 13:6
testified [2] - 16:25, 17:1
THE [17] - 4:8, 5:4, 5:9, 5:20, 8:18, 16:16, 17:12, 18:20, 18:25, 19:15, 20:1, 20:4, 20:12, 20:17, 20:20, 20:22, 21:5
therefrom [2] - 10:14, 16:9
therein [1] - 11:12
they've [5] - 14:25, 17:20, 17:21, 17:22
three [7] - 7:13, 8:8, 13:8, 13:16, 15:2, 15:18, 15:20
til [1] - 19:18
today [2] - 19:2, 19:11
together [3] - 11:1, 11:3, 17:4
Tom [2] - 19:19, 20:1
track [1] - 20:4
tracks [1] - 6:2
transmutation [1] - 10:3
tried [1] - 18:10
try [5] - 5:16, 14:16, 16:12, 17:14, 18:15
trying [3] - 6:20, 15:12, 15:15
Tuesday [6] - 6:17, 9:19, 9:20, 12:2, 14:4, 18:4
Turner [5] - 4:4, 5:15, 11:8, 12:16, 16:22
Turner's [8] - 9:9, 10:12, 10:21, 11:14, 11:23, 16:6, 16:14, 17:3
two [7] - 4:14, 4:20, 4:25, 6:8, 8:13, 13:16, 17:25

U

ultimate [1] - 11:19
under [2] - 8:6, 18:6
up [9] - 9:10, 11:17, 13:25, 17:9, 17:14, 18:8, 18:13, 19:13, 20:23
update [2] - 20:16, 20:19
updating [1] - 20:22

V

verbal [1] - 9:8
verbatim [1] - 6:2
version [2] - 5:25, 12:9
versions [1] - 5:1

W

wants [1] - 18:14
week [1] - 14:23
whatsoever [1] - 14:20
word [1] - 15:9
wording [2] - 9:24, 16:5
words [2] - 9:6, 18:18
written [1] - 10:1

Y

y'all [1] - 21:1
year [2] - 7:7, 14:23
years [1] - 10:22

STATE OF SOUTH CAROLINA * COURT OF COMMON PLEAS
*
COUNTY OF BEAUFORT * TRANSCRIPT OF RECORD

----------x
TURNER'S MARINA, LLC, *
*
Plaintiff, *
*
vs. * Case No. 2021-CP-07-01085
*
R.V. RESORT AND YACHT CLUB *
OWNERS' ASSOCIATION, INC.; *
SECURITAS SERVICES, INC.; MIKE *
MORALES; and SUNSET, INC., *
*
Defendant. *
----------x

January 21, 2025

B E F O R E:

The Honorable Marvin H. Dukes, III, Presiding Judge

A P P E A R A N C E S:

Thomas C. Taylor, Esq.
Attorney for the Plaintiff

Christopher Lizzi, Esq.
Attorney for Defendant R.V. Resort and Yacht Club

Russell Patterson, Esq.
Attorney for Defendant Sunset Grille and POA

Evan Sobocinski, Esq.
Attorney for Defendant Securitas and Mike Morales

Recorded by: TEC Courtroom

Court Transcriber: Bobbi Fisher, RPR
SC Official Court Reporter III

I N D E X

DESCRIPTION	PAGE
Proceedings	3

E X H I B I T S

(None.)

COURT REPORTER LEGEND

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
(ph)	Indicates phonetic word
[Verbatim]	Indicates the word is said as written
(Indiscernible)	[Transcription] Indicates word(s) is not known due to audio recording quality

1 P R O C E E D I N G S

2 THE COURT: All right. We're moving on then to No. 2 on
3 the docket, which is 21-CP-07-01085, Turner's Marina. This
4 one is Turner's Marina versus R.V. Resort and Yacht Club,
5 et al., and this is Motion to Enforce Settlement by Securitas
6 Services, one of the defendants. Let's see. Yes, sir.
7 MR. SOBOCINSKI: That's me, Your Honor. Evan Sobocinski
8 for Securitas and Mike Morales.
9 As Your Honor is aware, this is a separate case. We
10 mediated it back in December of 2023, so over a year ago. My
11 clients came to a settlement agreement with the plaintiff.
12 (Indiscernible). We have been trying just to simply get that
13 settlement enforced and executed, and I think plaintiff has
14 (indiscernible) has found a couple of issues between that
15 (indiscernible). There's no reason for my folks to be in this
16 case anymore. I think we've sat through numerous hearings
17 since that mediation had occurred, with lots of costs and
18 wasted resources, and I would just ask (indiscernible).
19 As far as -- you know, I see Plaintiff has some other
20 motions after this from the same case. Neither of those
21 motions mentions anything about my folks. In fact, even the
22 settlement agreement we had executed is a separate settlement
23 agreement from (indiscernible).
24 THE COURT: All right. Thank you so much.
25 Yes, sir?

1 MR. TAYLOR: Your Honor, in all candor, Judge, what Evan
2 says is correct, and on behalf of Turner's Marina, I don't
3 have a lot of legal argument to make about it other than this,
4 Judge. We have moved -- and if you'll allow me in a moment to
5 discuss -- we have moved to set aside the entire settlement
6 agreement that occurred between Turner's Marina and the Sunset
7 Grille and the Homeowners Association.
8 And, in the event that was to be allowed, then we would
9 probably have to try this case, Judge, and part of that case
10 is related to the security guard issue, which Evan represents
11 Securitas on and that we made a separate agreement for.
12 So the fear of not wanting to take the check that they
13 had sent to us on behalf of Turner's Marina was simply that
14 that could somehow be construed against us later, to not
15 enable us to make that argument at court; because, Judge, our
16 argument is that the Homeowners Association directed Securitas
17 to take certain steps that were in derogation of Turner's
18 Marina's interest and basically tried to put him off of land
19 which he had a legal right to.
20 And if we do end up trying the case, I want to make sure
21 that we have the ability to call the Securitas people and
22 question them, and I have a feeling the Court is going to tell
23 me that the settlement agreement would not bother that, and I
24 understand that. But we don't have a lot of legal argument to
25 make against that, Judge. I'm only moving to set aside the

1 entire agreement, which is what I've been reluctant to do.
2 THE COURT: All right. So the question and your concern,
3 again, with regard to Securitas and not the entire agreement
4 that's the subject (indiscernible) action, has to do with your
5 concern that you would not be able to call a Securitas
6 employee as a witness in an upcoming potential trial; is that
7 correct?
8 MR. TAYLOR: Or that the agreement was somehow being used
9 against us in trial to show that there was arguably not that
10 much damage because they got out of it for X of dollars.
11 THE COURT: Well, I'm not sure that that would be
12 admissible, but that might be for somebody else down the road.
13 So let me ask counsel then: Is that an issue?
14 MR. SOBOCINSKI: For Securitas, it's not an issue. I'm
15 sure we can -- I'm not sure what (indiscernible) he's talking
16 about. They can, obviously, still be under a jurisdiction to
17 appear at trial and give testimony, and I would help cooperate
18 and coordinate that if that is needed.
19 Further, as far as the admissibility of our settlement
20 agreement, (indiscernible) be an issue, and I believe our
21 settlement is confidential (indiscernible) before the Court.
22 THE COURT: Anything -- let's see, Mr. Patterson, you're
23 in this one also; right?
24 MR. PATTERSON: Your Honor, I represent Sunset Restaurant
25 in connection with that issue. I don't have an objection to

1 them being released. I thought they should have been
2 (indiscernible) their settlement (indiscernible) comply with
3 what they agreed to. So I don't have an objection to having
4 them dismissed.
5 THE COURT: And I guess back to Mr. Taylor's question:
6 Do you see any issue with -- and that's up to the trial judge,
7 of course, but admissibility of a Securitas employee who would
8 be subpoenaed, I would assume, in this agreement?
9 MR. PATTERSON: Your Honor, on behalf of Sunset, I don't.
10 I think Mr. (Indiscernible). He represents the POA on that
11 issue. I'll let him --
12 THE COURT: I'm just going down the table here.
13 MR. PATTERSON: Sure.
14 THE COURT: Mr. Lizzi, your thoughts.
15 MR. LIZZI: Your Honor, I don't think it would impede the
16 plaintiff from calling witnesses. While I'm not going to
17 concede any legal arguments on their settlement, I believe
18 that the settlement was the amount that they received most
19 likely would (indiscernible). I believe that there's no
20 prejudice to the plaintiff by enforcing the settlement.
21 THE COURT: And let me make sure I understand. Is that
22 settlement incorporated in the other settlement
23 (indiscernible) talk about, or is it a whole separate
24 settlement?
25 MR. LIZZI: Completely separate document.

1 MR. SOBOCINSKI: And I have a copy if Your Honor would
2 like.
3 THE COURT: I'm sure it's here in the 8,000 pages. No, I
4 appreciate it. If y'all have agreed that it's the
5 settlement -- it's the settlement that was reached, then the
6 only hesitancy you have or concerns you just stated -- and
7 those seem to be resolved.
8 MR. LIZZI: They do, Your Honor.
9 THE COURT: Then granted on the Motion to Enforce
10 Settlement solely as to Securitas.
11 I understand we have issues with (indiscernible), the
12 balance of settlements (indiscernible).
13 MR. TAYLOR: Your Honor, may we have 15 days -- if you're
14 going to do a Form 4, can we have 15 days to kind of make sure
15 Evan and I can get exchanged what we need to?
16 THE COURT: Absolutely. Actually, if you'll do the
17 Form 4 and run it by all counsel, that would be fine.
18 All right then. Let's move on. The same case. Motion
19 to Set Aside a Settlement Agreement Due to Mutual Mistake, I
20 assume. And this is the other settlement agreement. This is
21 the December 13th, 2020, settlement; is that correct?
22 MR. TAYLOR: That's correct, Your Honor.
23 MR. PATTERSON: Your Honor, can I hand up a memo?
24 Because of the issue with the filing -- electronic filing, we
25 actually filed these memos on Friday, which is what the Court

1 ordered, 48 hours before the hearing, and I'm not sure they
2 made it in the e-filing system. So I have an email for the
3 mutual -- I mean, a memo for the mutual mistake and a
4 Rule 59(e). And I've already provided copies to counsel by
5 email so they have it.
6 MR. TAYLOR: And, Your Honor, we do, for the record,
7 object to those memos coming in. Mr. Patterson did file them
8 on Friday at 5:58 PM, which was well into the 48 hours it was
9 notified by the Court of when it should be filed under the
10 (indiscernible).
11 THE COURT: Well, let me do this: I'll figure that out
12 later, but I'm going to put them right here for now. Thank
13 you.
14 MR. SOBOCINSKI: And I understand the plaintiffs have
15 filed nothing in support of their motions.
16 THE COURT: Okay. All right. Mr. Taylor, I'm happy to
17 hear from you, sir.
18 MR. TAYLOR: Your Honor, this motion, which is to set
19 aside the settlement agreement based on mutual mistake, was
20 originally made verbally and was then made in writing, as you
21 know, on May 7th.
22 Your Honor, the gist of this motion is that there was a
23 mutual mistake of relief by the parties as to the extent of
24 the easement that was supposedly being granted under the
25 settlement agreement. I know the Court will recall there's

1 been extensive argument about this, and what the Court has
2 ultimately ruled, subject to my Motion to Reconsider, which is
3 going to be the last, Judge -- and I know you're going to be
4 happy about that -- is that we believe and Mr. Turner believed
5 that we were agreeing to the amendment of the existing
6 easement in order to put a second terminus on the easement to
7 allow access to the disputed leasehold property. It's as
8 simple as that.
9 And what has occurred afterwards and what the amended
10 lease that the Court has ruled Turner's must sign provides is
11 basically a license to each of the 200 lot owners and their
12 guests to come and loiter upon Mr. Turner's property at any
13 point in time they would like.
14 I did remind the Court that what we have here is a rather
15 unusual situation where people come down to access the RV park
16 on Jenkins Island Road. They make a left. They come on the
17 property that is owned entirely by Turner's Marina. It's
18 known as the marina property. There's never been any dispute
19 about that.
20 There was an existing easement across that, across the
21 roads, and we agreed, by virtue of this mediation, to add a
22 second fork that came off of that easement to go onto the
23 disputed leasehold property, which we reached the agreement
24 about.
25 But when the Court allowed the Homeowners Association and

1 Sunset to convert that easement into what is basically the
2 license to use all of Mr. Turner's property at any time they
3 want for any reason, it became obvious that there was a mutual
4 mistake in entering into this.
5 The (indiscernible) answer is Turner's Marina would have
6 never signed that mediation agreement had they known that an
7 easement was going to be interpreted that was specific as
8 could be, that it was going to be interpreted to allow a
9 license to all 200 lot owners and their guests to simply come
10 upon the marina property, walk around, enjoy the sunset, do
11 all the things that they testified at trial they wanted to do
12 on Mr. Turner's private property. And because of the mutual
13 mistake, we ask that it be set aside.
14 THE COURT: Thank you.
15 Yes, sir?
16 MR. PATTERSON: Your Honor, I'm going to hand up
17 (indiscernible) that will also be relevant in the Rule 59
18 motion. It's basically just a diagram of the property that
19 the Court is very familiar with.
20 On this motion, Your Honor, I'm representing Sunset and
21 the POA. So let's talk about this motion, Your Honor. Three
22 years of litigation. We mediated this case, if you'll recall,
23 for 16 hours, which has to be some type of (indiscernible).
24 The settlement agreement was signed by all parties,
25 including Mr. Turner and his attorney. Since the settlement

1 agreement, Mr. Turner apparently has got buyer's remorse, and,
2 as you are aware, has made very extensive efforts to get out
3 of the settlement agreement and to change the language in the
4 settlement agreement in both the amended lease that was
5 required under the settlement agreement and the amended
6 easement.
7 The Court, thus far, has rejected all of these efforts
8 for Mr. Turner to renegotiate those provisions, and the Court
9 has adopted the language found in -- as we proposed -- the
10 defendant proposed, for the amended lease and the amended
11 easement with only one exception: (Indiscernible) stated the
12 requirement of recording a separate agreement, (indiscernible)
13 the plaintiffs of record, the obligation for the gates and the
14 armed guards should not be -- that was not part of the
15 settlement.
16 Every other issue and point that Mr. Turner has made to
17 try to renegotiate the agreement, you have denied in two
18 Orders, both August 5th. One dealt with the amended lease and
19 one dealt with the amended easement.
20 Having failed to renegotiate the efforts and to bring it
21 to the Court, he now comes up with this very unusual claim
22 that, after 16 hours, and able counsel and Mr. Turner, who
23 Your Honor is very aware has got quite a bit of legal
24 experience and knowledge, somehow they're saying they signed a
25 document they did not intend to sign.

1 Mr. Taylor never mentioned what the requirements for a
2 mutual mistake are -- and there's a very good reason why --
3 and there's no way they can meet the elements.
4 His evidence of a mutual mistake consists, in his
5 affidavit of April 2nd, he does not state at any time that the
6 settlement agreement in the affidavit is not consistent with
7 the parties' true intent. The word "mistake" does not appear
8 in his affidavit.
9 Instead, he relies upon a draft settlement agreement he
10 prepared during the mediation 3-1/2 hours before the
11 settlement agreement was actually signed, and he said this
12 draft settlement agreement -- this one paragraph on the
13 easement, that's what I intended to find, and I mistakenly
14 signed language that's totally different.
15 There are six reasons why there's no evidence of a
16 mistake. The Court is aware of -- let me back up. There are
17 two elements he must show up under a large, long line of cases
18 that have a mutual mistake to void agreement. The mistake
19 must be in reference to facts upon which the contract was
20 based or where there's an omission or insertion of some
21 material element affecting the subject matter or terms or
22 stipulation to the contract, inconsistent with the true
23 intention of the parties. And then "the mistake must be
24 common to both parties, and by reason of it, each has done
25 what neither contended." There's lots and lots of cases to

1 that.
2 So let's look at the first element, whether there was
3 even a mistake. And so the only evidence they have is
4 Mr. Turner's affidavit where he attaches -- apparently, he
5 drafted a draft settlement agreement during the mediation.
6 And the one he attached is dated -- the time at 3-1/2 hours
7 before the final settlement was done.
8 What might have occurred with Mr. Turner and his attorney
9 in their separate room, 3-1/2 hours before the final
10 settlement, has absolutely no relevance to what the party
11 signed. Okay?
12 There's no evidence of a mistake just based on what he
13 was internally doing in his room with his computer.
14 A draft of the settlement agreement he attached bears
15 little resemblance to the final settlement agreement.
16 Exhibit 2 to our memo is a red line of Mr. Turner's draft
17 settlement agreement done 3-1/2 hours before the final
18 settlement agreement. And there are unbelievably a large
19 number of changes.
20 So to say that the parties were following along with his
21 draft settlement agreement and all of those terms in his draft
22 settlement agreement made it in the final settlement agreement
23 have no basis because they're extremely different.
24 Turner never sent the draft settlement agreement he did
25 3-1/2 hours before to the other side. We've never even seen

1 the document until he filed this affidavit. So it can't be a
2 mistake -- a mutual mistake when one side has never even seen
3 or heard of the language that he's talking about.
4 Again, if you look at the actual language in his draft
5 settlement agreement, they're not talking about a difference
6 in punctuation or an additional word of "and" or "or" where it
7 would be very easy for somebody, after 16 hours, to maybe not
8 pick up that somebody's made a minor change.
9 This isn't a minor change. The language is totally
10 different than what he says he agreed to and what he, as an
11 attorney, actually signed off. He said he agreed to "the 1984
12 easement will be updated to include access (indiscernible)."
13 That's what he said he agreed to.
14 What actually he agreed to -- and his attorney, who has
15 vast experience in these matters, signed off on --
16 (indiscernible) a 1984 easement recorded at Book 397, page
17 1612, will be updated to including granting access to the
18 association, owners of the property, and each of their guests,
19 lessees, invitees, and licensees, to Parcel B. The parties
20 agree Parcel B is referenced in Plat Book 148 and page 60.
21 Parcel B is a pink area that Mr. Turner owns on the
22 diagram. Nowhere in the document that Mr. Turner and his
23 attorney signed is the word "roadway" mentioned, and it's a
24 completely different language.
25 The big reason that there's no mistake is the agreement,

1 as proposed now by Mr. Turner, says it's going to be limited
2 to the rights of (indiscernible) on the roadways.
3 Well, as Your Honor is aware, under the 1984 easement,
4 the POA already has the right to go over all the roadways
5 under that agreement, because that easement typically said
6 "paved roads." All right?
7 So, if Mr. Turner is correct, the parties spent 16 hours,
8 and what the plaintiff is proposed to give to the POA are the
9 exact same rates that he already had since 1984. They got
10 nothing under the new agreement.
11 Why would -- if there's supposed to be no change of an
12 easement, why would you even include it in the settlement
13 agreement? The reason it's included is because the rights
14 changed, and reason the rights changed is Mr. Turner had
15 threatened trespass actions against POA members for going onto
16 his property and they weren't on the paved roadway. That's
17 the POA.
18 And this is in Mr. (Indiscernible) affidavit and
19 (Indiscernible) affidavit, negotiated to remedy this threat --
20 very real threat of Mr. Turner calling the sheriff for
21 trespass. And they expanded. They didn't change the
22 easement; they expanded the scope of it. And no longer is it
23 limited to paved roadway. If anywhere, the property owners
24 are locked in from one -- from their RV lots over to the large
25 recreation building and pool. They don't need to go to

1 Mr. Turner's property and watch the sunset from his dock.
2 They own (indiscernible) waterfront property. What they do --
3 don't want -- the POA didn't want to have this issue of
4 trespass actions all the time, and they negotiated and the
5 parties agreed to it. Very clear.
6 Finally, Turner states in his motion there was a mistake
7 in the settlement agreement because Turner -- this is a quote,
8 "Under the belief, the words of paragraph 9 provided for the
9 preparation of a filing of an amended easement that would
10 follow South Carolina law with a required easement, entry, and
11 terminus."
12 All right. That's nowhere in Mr. Turner's affidavit. So
13 there's no evidence to support that. And we'll be talking
14 about that requirement of terminus (ph) in -- under the
15 Rule 59.
16 But, obviously, the POA has two different properties that
17 connect to the easements so they have not only the required
18 work terminus; they have two. They have two pieces of
19 property that connect to the easement.
20 So under King and Truck, which are the cases I've cited
21 in the brief, there's no evidence of a mistake.
22 And then, even if somehow we got past that, there's no
23 evidence of a mutual mistake. And here's where there's zero
24 evidence, because we have the affidavit of Mr. Sidely (ph),
25 the president of the POA, and Ms. Lockman that said they

1 didn't -- they did not agree to just limited easements to the
2 roadway because they already had that. And they explained why
3 they negotiated new rights. And that's what the language
4 says.
5 As I mentioned before, this internal working document
6 Mr. Turner and his counsel had 3-1/2 hours before the
7 settlement agreement, we never saw it. So how could we agree
8 to something that we never saw? They can't show mutuality.
9 At best, Mr. Turner has made -- has found he made a
10 unilateral mistake, "Welp, I screwed up. I've made a mistake.
11 I signed the documents. My attorney signed a document that I
12 now see I don't really like." That doesn't get you to a
13 mutual mistake and overturn it.
14 If -- under a unilateral mistake, you have to show
15 evidence of fraud, deceit, misrepresentation, or concealment.
16 None of that's there. So they haven't shown a mistake, and
17 they haven't clearly shown a mutual mistake, and this ground
18 should be denied.
19 THE COURT: Thank you.
20 Mr. Lizzi?
21 MR. LIZZI: I concur with Mr. Patterson. I would just
22 point out to the Court that, on February 23rd, 2024, the same
23 plaintiff filed a Motion to Enforce the settlement agreement.
24 And I find it hard to understand why the plaintiff now
25 comes to the Court and says that there's this mutual mistake

1 that there wasn't after they filed a motion to enforce it and
2 didn't get the outcome that they wanted, and now they are
3 trying a separate ground that has no merit. Thank you.
4 MR. TAYLOR: Yes, sir, briefly, please.
5 Your Honor, Mr. Patterson, who I believe stated that he
6 was representing both Sunset and the POA at this point --
7 MR. PATTERSON: On this motion, I'm representing both
8 defendants, yes. Thank you.
9 MR. TAYLOR: I just want to thank him and thank the POA
10 for the -- clearing up for us what Mr. Patterson said was,
11 that this will be used as an easement and not as a loitering
12 type of license, which is what the wording of it would
13 certainly give us.
14 But, Judge, to respond very briefly to it, the POA -- the
15 COA, actually -- got an absolute extension of the easement to
16 the disputed leasehold area, and to say that there's no use --
17 that nobody ever would have signed it because they got exactly
18 the same thing is simply flat wrong.
19 What they got was the extension of the roadway,
20 confirmation of the right of easement to go to the disputed
21 property.
22 And, Judge, you've seen this on the map several times.
23 That's exactly what they got. But the Court's ruling and what
24 they -- and what you forced Mr. Turner to sign when he had
25 signed, on its face, gives a great deal more rights to these

1 homeowners and there are the lot owners and their guests to
2 simply loiter upon, but Mr. Patterson has now made it clear
3 that they have no intention of doing that.
4 And so, Your Honor, for that reason, we are appreciative,
5 but, again, we believe that there was a mutual mistake on both
6 sides as to the extent of what that easement was going to be,
7 and we ask that the settlement agreement be set aside.
8 Thank you.
9 THE COURT: Yes, sir.
10 MR. PATTERSON: Your Honor, I don't want to fall into the
11 trap of plaintiff counsel's creativity while trying to include
12 some conditions about loitering. That's not -- there's no
13 change that needs to be made in the easement or in your Order.
14 The agreed language in Section 9 of the settlement
15 agreement is what you ordered to be put in the amended
16 easement, and that's what it needs to put. No other
17 conditions about loitering or anything else.
18 And, again, I strongly disagree with counsel when he says
19 the 1984 easement did not give us the rights to go on
20 (indiscernible) on the water where the recreation building is.
21 If you read -- I spent a lot of time reading that
22 document. There was a metes and bounds description, which, in
23 the olden days, that's all we used. And the metes and bounds
24 and that easement said that only the pink properties -- the
25 POA has the right to go over any roadway from the pink

1 properties to go anywhere in the entire resort.
2 Exhibit A to that easement was a metes and bounds
3 description of Turner's property in pink, and the Exhibit B,
4 which was the area where the POA could use (indiscernible) was
5 a map of the entire resort. It included the other yellow area
6 that they owned.
7 So we already had the right to go from one of our
8 properties to the other over the paved roads under 1984, and
9 then we negotiated to be able to go over any part of the pink
10 area.
11 And so, this buyer's remorse issue needs to be rejected.
12 If they can find a mutual mistake in this settlement
13 agreement, no settlement agreement ever made will ever survive
14 a mutual mistake argument if this is a mutual mistake.
15 Thank you.
16 THE COURT: Thank you so much.
17 All right. I'll let y'all know something about that as
18 soon as possible.
19 Onto the same case, which is the 1085 case, a Motion to
20 Alter or Amend Order dated 8/5/24.
21 MR. TAYLOR: Yes, Your Honor. Thank you, Judge.
22 Judge, you have before you the motion which incorporates,
23 basically, our arguments. This is a motion asking the Court,
24 basically, pursuant to the authority under 59(e) to reconsider
25 its Orders that are dated August the 5th, and basically, for

1 four reasons, Your Honor.
2 We believe the Court made an error -- a clear error of
3 law in accordance -- it says first, "the plain reading of the
4 settlement agreement sets forth the business hours for the
5 restaurant and restricts the hours of operation of the Sunset
6 Grille."
7 Your Honor will recall that the settlement agreement
8 provides, "As used in this agreement, business hours are
9 agreed to be Tuesday through Sunday, 5:00 PM to 10:00 PM, and
10 Sunday, 10:30 AM to 2:00 PM."
11 The Court's ultimate Order expanded that to say those
12 were only times that the parking lot -- that the designated
13 parking lot parcels were going to be available but did not in
14 any way supposedly impact Sunset's rights to use or to open up
15 different operating hours.
16 Certainly, again, Your Honor, had we known that this kind
17 of argument was going to be made to try to really tortuously
18 change the language and say, "Oh, that doesn't mean business
19 hours are agreed to be that," it means that you can only park
20 in those specific spaces during those hours.
21 Mr. Turner certainly would never have done that because
22 if Sunset Grille attempts to expand its hours and it's
23 basically a first-come, first-served parking lot, it will
24 totally take away all the rights that Mr. Turner's people will
25 have in order to park in the parking lot.

1 The settlement was agreed to because we knew that, when
2 they parked there at night, most of the marina business would
3 not be there, and we believe this was a clear error of law and
4 ask the Court to reconsider that.
5 And, secondly, Judge, we believe the Court made an error
6 of law in holding that the settlement agreement does not
7 affirm Turner's Marina control over its leasehold interest,
8 including the mailroom, the exercise room, and the laundry
9 room in the recreational building.
10 If you'll recall, Your Honor, the settlement agreement
11 provides Turner is affirmed to control all of the remaining
12 properties not specifically agreed to in this settlement
13 agreement. Those were clearly a part of that, and they
14 clearly, Your Honor, should be affirmed to be in Mr. Turner's
15 control under the lease agreement as has been in existence now
16 for more than I think 40 years.
17 Third, Your Honor, we contend the Court made an error of
18 law in holding that the settlement agreement did not provide
19 that the RV lot owners were not entitled to use the pool
20 located on the leasehold premises. We believe the wording of
21 the settlement agreement is clear that that was the intention
22 of all parties.
23 There is a separate pool that the lot owners have always
24 used within the middle, basically, of the RV lot itself and
25 not over on the leasehold premises that were given to the

1 original declarant and to Mr. Turner by extension of his
2 purchase of those rights.
3 And then, fourth, Your Honor, we continue to contend that
4 the Court made an error in expanding the easement, which we've
5 talked about before. And I will not bore the Court with
6 arguing that again. Mr. Patterson may want to talk about
7 entrances and terminuses, but clearly, every easement in South
8 Carolina has to have an entrance and a terminus, and to
9 interpret it any other way is at variance with all the common
10 law and the previous court rulings that say an easement is for
11 one reason, and that's for people to trans- -- to go across
12 and to walk or drive across the private property of another
13 and not to take any other benefit than that. And we contend
14 the Court has expanded that terribly by the amended easement
15 that we were forced to sign.
16 And for all those reasons, we ask that the Court
17 reconsider those rulings pursuant to 59(e).
18 Thank you, Your Honor.
19 THE COURT: Thank you so much.
20 Yes, sir?
21 MR. PATTERSON: Your Honor, again, on behalf of the POA
22 and the RV resort, in my memo, I listed 16 different filings
23 that were made in connection with the enforcement of the
24 settlement agreement.
25 Over six months, this Court reviewed carefully all these

1 filings, all of these affidavits and have already -- we had
2 three different theories; one in-person, two status conference
3 hearings where parties made all these arguments, "You boys
4 consider all of these arguments, it was fresh in your mind,
5 and rejected each of those arguments." And I would ask you to
6 reject it again.
7 Very briefly, the business hours of the restaurant, you
8 found that the language in the settlement agreement clearly
9 linked business hours to parking. That's where that language
10 is found. That's what it was talking about, was parking.
11 The parties very easily could have added a
12 (indiscernible): "The restaurant will only be open during
13 business hours," or words to that effect; not in the
14 settlement agreement because that's not what the parties
15 agreed to.
16 The claims of control of additional properties, which is
17 the mailroom, the exercise room, and the laundry room, again,
18 Mr. Turner -- I guess, buyer's remorse -- wants to add
19 language in the settlement agreement that wasn't there.
20 There's no reference to any of these rooms -- specific
21 reference to any of these rooms in the settlement agreement
22 because the parties did not agree to it.
23 Your Order (indiscernible) language was exactly as found
24 in the settlement agreement. You cited a long list of cases
25 for both of those issues that purports (indiscernible) is to

1 enforce the settlement agreement of the parties, not to
2 rewrite it or to make changes. You don't even have the
3 authority to do that if you wanted to.
4 Finally, the lot owners' use of pool, quite an
5 imaginative argument, that the 200 lot owners somehow agreed
6 to negotiate away the rights to use the main pool on the
7 waterfront. There's no language in the settlement agreement
8 that stated that.
9 You found that the non-commercial patrons, which is a
10 term used in the settlement agreement, included the lot owners
11 because they're not commercial patrons.
12 You found that the settlement agreement allowed for the
13 RV lot owners, the 200 members of the POA and their guests, to
14 continue to use the pool. And you also cited the covenants,
15 Section 1245 of the covenants, that expressly gave them that
16 right. And there's nothing in the settlement agreement that
17 indicated an intent to amend the covenants, and the covenants
18 couldn't be amended by a settlement agreement anyhow. There's
19 a separate process to amend the covenants.
20 Finally, as to this argument on the easement, the reason
21 I think it's math, number one, to clarify for me and also to
22 remind the Court, that we have not just one terminus of the
23 easement, but we have two, because the easement goes from one
24 portion of the yellow property, which is the 200 RV lots, over
25 to the recreational building, and it cuts through the

1 plaintiff's property.
2 So we have a terminus on one side where our roadway
3 system abuts it, and then we have another terminus on the
4 other side. We not only have one terminus which is required,
5 but we have two.
6 Again, the amended easement did not create new easement
7 rights; it expanded the scope of the easement. Used to be on
8 the paved road. Now, they simply said you're not limited to
9 the paved roads.
10 And, finally, I would dispute counsel's statement that
11 easements are only used to cut across properties. Easements
12 can be for whatever the parties agree to. You could have a
13 utility easement. You could have a water line easement. You
14 could have ingress and egress easements. There are many, many
15 types of easements.
16 But this easement meets all the requirements of an
17 easement and particularly the one that they raised, the
18 terminus, (indiscernible) your order adopting the amended
19 easement language that you reviewed carefully should be
20 upheld.
21 THE COURT: Anything else from anyone?
22 MR. TAYLOR: Your Honor, just a brief rebuttal.
23 Your Honor, Webster's Dictionary defines "patron" as
24 everybody in the world understands it, which is "a person who
25 gives financial or other support to a person, organization, or

1 activity."
2 The wording that the Court focused on, and that we
3 believe made a mistake with, where he talks about "shall be
4 available" -- of course will be available to all
5 non-commercial patrons for the complex.
6 That clearly extended to the non-commercial being
7 Mr. Turner -- Mr. Turner's people who were coming on for his
8 use there.
9 The "patron" means exactly what it says. It does not
10 mean a lot owner. And there is just no way that should be
11 interpreted to include the lot owners who have traditionally
12 always used the (indiscernible).
13 And, Your Honor, again for those reasons, we ask the
14 Court's consideration to revising the Order of
15 (indiscernible).
16 MR. LIZZI: Your Honor, just briefly?
17 THE COURT: Sure. Go ahead.
18 MR. LIZZI: Your Honor, if the agreement meant to take
19 away and strip the owners from the rights to that pool, it
20 would have included a provision that the Association would
21 have to amend its own covenants, which it is clear that
22 Mr. Turner is subject to.
23 And short of that language being in there, the covenants
24 could not be amended or forced to be amended by the Order of
25 the Court. So I believe that this is a long stretch. He has

1 negotiated away some of the (indiscernible) they made a
2 unilateral mistake on some of these issues and is now trying
3 to grab on and leach onto this issue to have some negotiation
4 power, but it simply isn't there. Thank you, Your Honor.
5 MR. TAYLOR: It would only be a change in the lease,
6 Judge. And that's all we'll say about it. Thank you.
7 THE COURT: Thank you all very much.
8 So, in summary, we've have had, between the two cases,
9 four motions, that three are under advisement. The second
10 one, I understand you're going to draft a Form 4, and run it
11 by all counsel; that one, of course, is granted.
12 Mr. Lizzi, you're going to check with opposing counsel on
13 the trial because I'd really love to have either a full
14 morning or a full afternoon to sit down with counsel about
15 what we've got left.
16 At that point, I will have had an opportunity -- I don't
17 know how many pages these proposed orders are -- but to review
18 fully those proposed orders and (indiscernible) questions
19 about all of that. And, hopefully, I'll have a better idea
20 about these three remaining motions.
21 So let us know. If that doesn't work, I'll try to come
22 up with some other time that works in the near future. I know
23 this has to end; although, based on the history of the
24 property as we all know, it may never end. But at least my
25 part will end.

1 So thank you-all very much.
2 MR. PATTERSON: Your Honor, in the nature of "it has to
3 end," we're done with briefing these motions; right? I don't
4 want to get another brief.
5 THE COURT: Please don't (indiscernible) any more
6 pages.
7 MR. PATTERSON: Okay. Thank you, Your Honor.
8 THE COURT: Thank you.
9 (The above hearing concluded.)
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Certificate of Transcriber

CASE NAME: Turner's Marina v. RV Resort and Yacht Club

DATE OF HEARING: 1/21/25

RECORDING METHOD: OWL In-Courtroom Recording

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Bobbi Fisher

/s/ Bobbi Fisher_____

Bobbi Fisher, SC Official Court Reporter III, RPR

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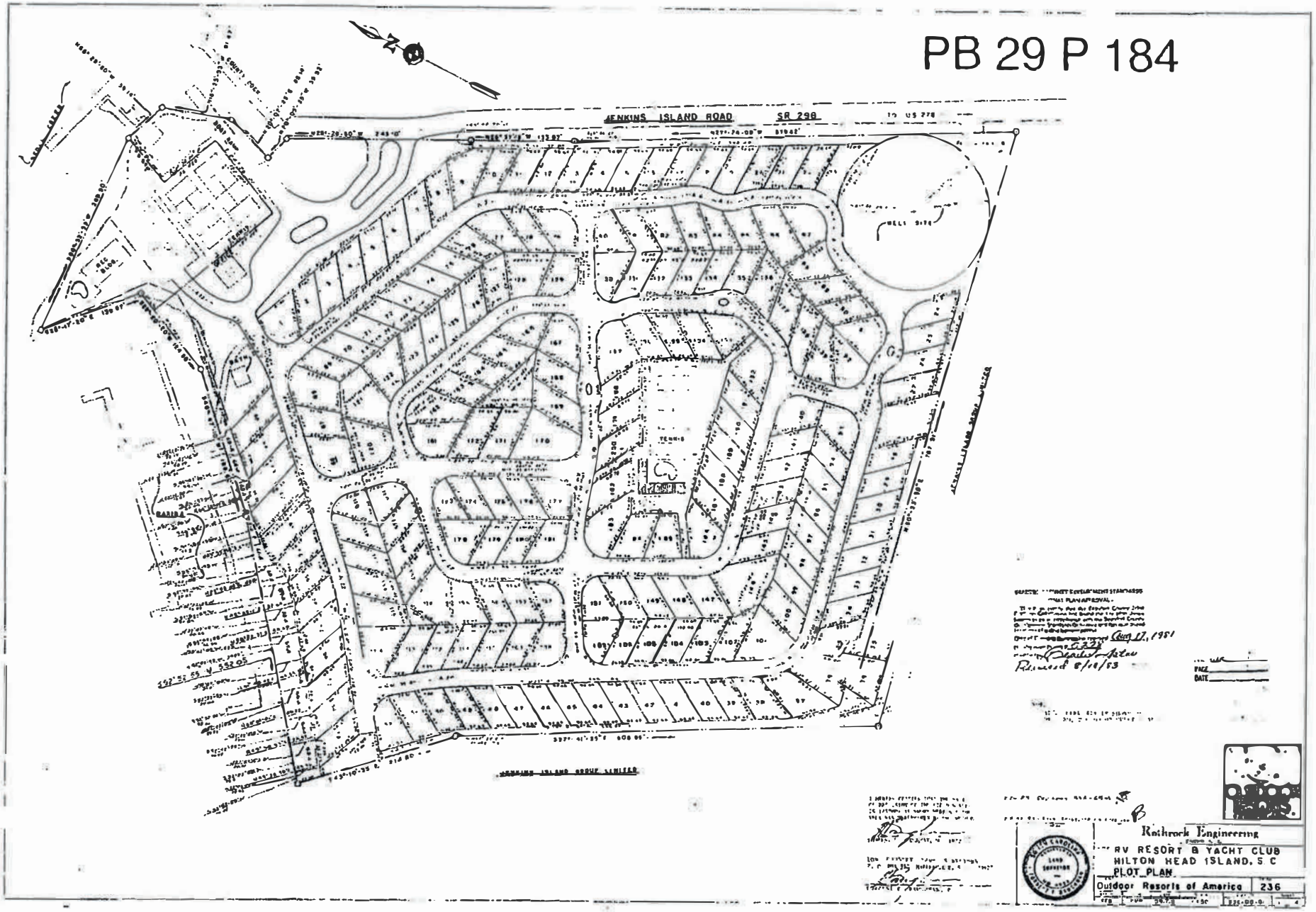

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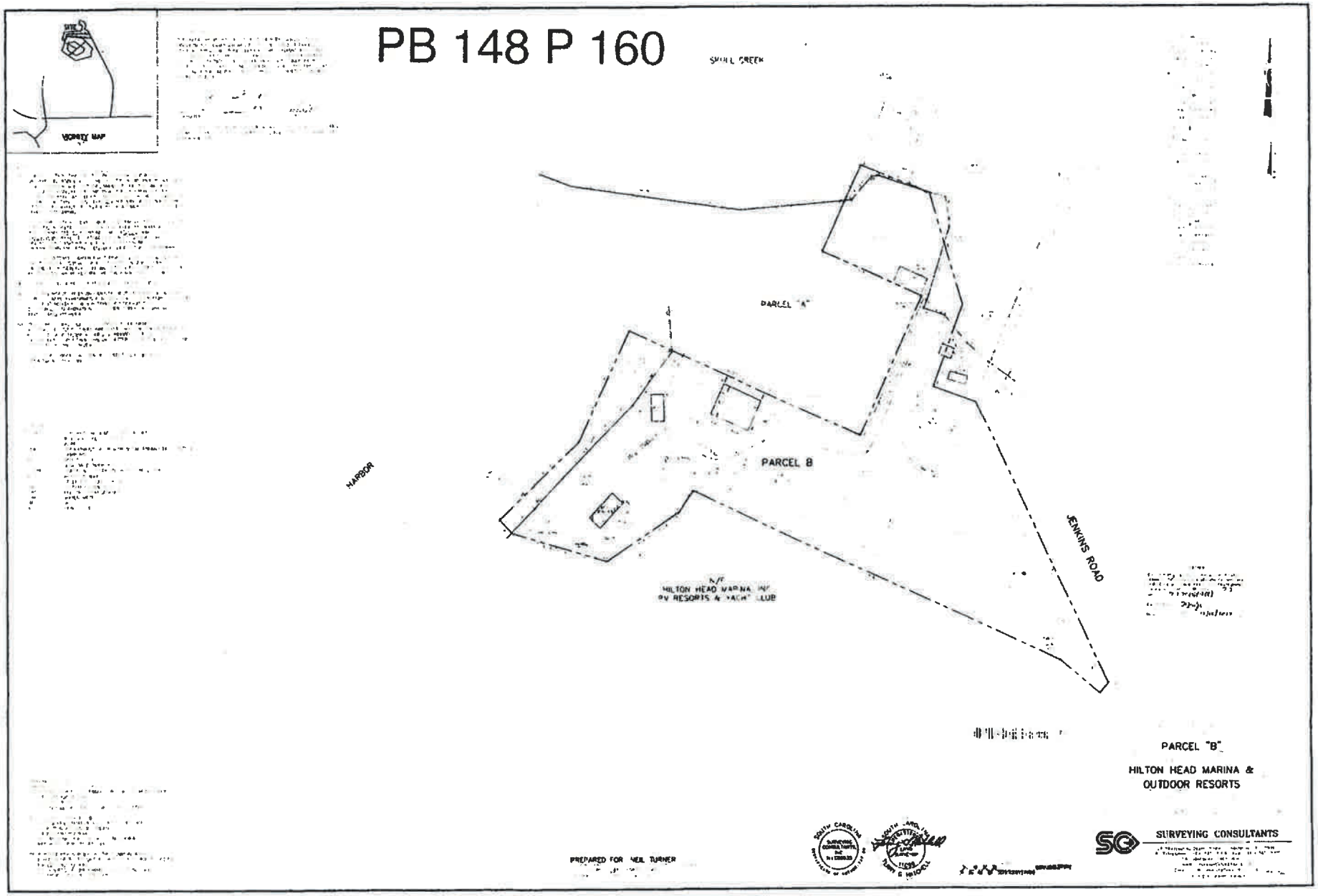
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