

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Mikell R. Scarborough, Master-In-Equity

SC Court of Appeals

Appellate Case No. 2026-000507
Trial Court Case No. 2025-CP-10-03402

Laura Schaible and Russell Schaible, Respondents,

v.

Ilonka Sonja Taylor and David Abdo, Appellants.

RECORD ON APPEAL

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INDEX

ORDERS

Trial and Post-Trial

Form 4 Order Denying Defendants’ Motion for Reconsideration, February 5, 2026	3
Order and Judgment, January 13, 2026	6

Pre-Trial

Amended Consent Order Restoring Case to the Docket Pursuant to Rule 40(j), June 12, 2025...	17
Consent Order for Substitution of Counsel, May 20, 2025	20
Form 4 Order Striking Action, December 7, 2023	23
Form 4 Order of Reference, February 12, 2021.....	26
Form 4 Order Denying Defendants’ Motion to Dismiss, September 25, 2019	29

PLEADINGS

Summons and Complaint, January 30, 2018	31
Exhibits to Complaint	45
Answer, April 20, 2018.....	64
Amended Answer, September 27, 2018	71
Second Amended Answer and Counterclaim, September 17, 2020	78
Plaintiffs’ Answer to Counterclaims, October 23, 2020.....	88

MOTIONS AND SUPPORTING MEMORANDA

Post-Trial

Defendants’ Motion for Reconsideration, January 23, 2026	94
--	----

Pre-Trial

Motion to Restore Case to Docket Pursuant to Rule 40(j), December 2, 2024	112
---	-----

Notice of Motion and Motion to Dismiss for Failure to Join a Necessary Party, November 9, 2018.....	113
--	-----

Memorandum in Support of Motion to Dismiss for Failure to Join a Necessary Party, September 20, 2019	115
Exhibits to Memorandum	119

TRANSCRIPTS

Transcript of Trial, October 22, 2025	225
---	-----

Witness Testimony

Russell Schaible	
Direct.....	240
Cross	281
Redirect	316
Recross	320

Laura Schaible	
Direct.....	321

Sonjia Taylor	
Direct.....	359
Cross	369
Redirect	377
Recross	380

Trial Motions

Defendants’ Motions for Directed Verdict	336, 384
Transcript of Settlement on Record, June 24, 2021	392

OTHER

Plaintiffs’ Trial Exhibits	404
Defendants’ Trial Exhibits	449
Defendants’ Amended Pre-Trial Brief (dated June 23, 2021, submitted October 22, 2025)	464
Charleston County Clerk of Court File Book Screens, Civil Action 2018-CP-10-00440	472
Charleston County Clerk of Court File Book Screens, Civil Action 2025-CP-10-03402	478

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP1003402

Laura Schaible et al
PLAINTIFF(S)

Ionka Sonja Taylor et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Upon review and consideration of the Defendant's Motion for Reconsideration, filed January 23, 2026, this Court respectfully DENIES the Defendant's Motion for Reconsideration, except to correct the fact that Rebecca Palmer did not convey Lot 6 to the Defendants; instead, her heirs conveyed Lot 6 to the Defendants.

This Court also respectfully DENIES the Defendant's Motion to Supplement Pleadings, filed January 23, 2026.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/04/2026 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number: 2025CP1003402

Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2026-02-04 17:45:03 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Laura Schaible and Russell Schaible,

Plaintiffs,

vs.

Ilonka Sonja Taylor and David Abdo,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
)

) CASE NO.: 2025-CP-10-03402
)
)

) **ORDER AND JUDGMENT**
)
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This matter came before the Court for a trial on October 22, 2025. Plaintiffs Laura Schaible and Russell Schaible appeared with their counsel, W. Andrew Gowder, Jr. of Austen & Gowder, LLC. Defendants Ilonka Sonja Taylor and David Abdo appeared with their counsel, Jennifer Williams of the Law Office of Jennifer K. Williams, LLC.¹ The Court, having considered the pleadings, the testimony of the witnesses, the exhibits admitted into evidence, the arguments of counsel, and fully informed in the premises, hereby makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

A. The Properties and Chain of Title

1. The properties in this action, Lots 5 and 6, Block K, are located in the Crescent subdivision in Charleston, Charleston County, South Carolina, as shown on the plat titled "Map of Lots No. 4-5 and 6 Section K of The Crescent" prepared by J.P. Gaillard, dated February 1929 and recorded in Book F-35, Page 168 (Plaintiffs' Exhibit 2).

¹ This case originated in January 2018 with Case No.: 2018-CP-10-0440. Due to difficulty in getting the matter to trial (the case had been settled at one time, but that settlement failed), the Court dismissed the original action and the case was restored with its 2025 Case Number. Neither trial counsel were the original attorneys on the case.

2. On or about May 11, 1940, Charles S. Dwight acquired title to Lot 4, Lot 5, and Lot 6 by deed recorded at Book R51, Page 125 (Defendants' Exhibit 10).
3. On or about September 22, 1959, Charles S. Dwight conveyed Lot 6 to Rebecca M. Palmer by deed recorded at Book R68, Page 10 (Plaintiffs' Exhibit 15). Included in the deed was the following language:

*Together with a permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, **lying between Lot 4, Block K and Lot 5, Block K**, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described, from Broughton Road.*
(emphasis added)

4. On October 21, 2005, Plaintiffs Russell and Laura Schaible acquired Lot 5 (31 Broughton Road) by deed recorded at Book D559, Page 376 (Plaintiffs' Exhibit 10). Russell Schaible testified that they purchased the property in "fall 2005" and moved in following a "14 month[]" renovation "in the spring of 2006." (Tr. 17:1-2.)
5. On August 27, 2007, Defendants Taylor and Abdo acquired Lot 6 (29 Broughton Road) by deed recorded at Book J637, Page 091 (Defendants' Exhibit 22). Defendant Taylor testified that she and her husband "moved in in February-ish 2008." (Tr. 136:1-2.)
6. Significantly, the 2007 deed into Defendants (Defendants' Exhibit 22) altered the original legal description and describes the access easement as being located "between Lot 4, Block K and Lot 6, Block K"—which correctly identifies the actual location of the driveway, not between Lots 4 and 5 as stated in the originating 1959 deed. Defendant Taylor acknowledged this language during her redirect examination. (Tr. 154:23-155:1.)
7. On January 10, 2018, Defendant Abdo purchased 27 Broughton Road (Lot 7). Defendant Taylor testified they moved from 29 Broughton Road to 27 Broughton Road in approximately February 2018. (Tr. 138:3-6.)

8. Since 2018, the house at 29 Broughton Road has remained vacant. Russell Schaible testified the house "remained vacant and has never been occupied since" and has been used only for "[s]torage." (Tr. 50:5-6, 10.)

B. The Defective Deed

9. The 1959 deed (Plaintiffs' Exhibit 15) claims to establish an easement over "a fifteen-foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K."
10. Lots 4 and 5 share a common boundary line. There is no strip of land "between" them. When asked what is located between Lots 4 and 5, Russell Schaible testified: "No. I mean, because there's no strip of land." When asked what is there, he testified: "Boundary line." (Tr. 28:16-19.)
11. When asked whether it is "physically possible to locate a 15-foot driveway between lots four and five," Russell Schaible testified: "No." (Tr. 27:2-4.)
12. I find the Defendants conceded the point when the Court asked whether the deed was ambiguous: "If we're going to isolate that one piece, we can do that, and we can be very literal and say, well, there can't be 15 foot between lot four and lot five." (Tr. 130:6-9.) In fact, when asked directly, Defendant's counsel stated: "I do not think that it's ambiguous." (Tr. 130:23-24.)
13. The actual driveway is located between Lots 4 and 6—as correctly stated in the 2007 deed to Defendants and confirmed by all witnesses. Russell Schaible testified the 15-foot driveway is located "[b]etween four and six." (Tr. 26:23.)
14. The 1959 deed describes an impossible physical location, and so the Court concludes the easement fails on its face as described within the four corners of the deed.

C. The Parties

15. Defendant Ilonka Sonja Taylor is a practicing attorney who graduated from USC School of Law in 1996. When asked whether she read the 1959 easement before closing on the property, she admitted: "Probably not." (Tr. 146:4-6.)
16. Defendant David Abdo has been a real estate investor since 1988 and owns over 50 properties.
17. The Court finds the knowledge and sophistication of Defendants—an attorney and an experienced property investor—defeats any claim of mistake or ignorance.

D. No Necessity for the Easement

18. Lot 6 has over 90 feet of frontage on Broughton Road. Russell Schaible testified: "The approximate 90 foot of frontage they have to Broughton Road" provides direct access to the property. (Tr. 30:3-4.) The necessity required for an easement by necessity must be actual, real, and reasonable as distinguished from convenient, but need not be absolute and irresistible. *Jowers v. Hornsby*, 292 S.C. 549, 357 S.E.2d 710 (1987) (citing *Steele v. Williams*, 204 S.C. 124, 28 S.E.2d 644 (1944)).
19. When asked whether an easement was necessary to access Lot 6, Russell Schaible testified: "No." (Tr. 29:1-3.)
20. When asked whether Plaintiffs' driveway was "essential" for access to 29 Broughton, Defendant Taylor conceded: "Well, I mean, I can walk anywhere in my yard off of it onto 29 Broughton." (Tr. 153:17-21.)
21. Laura Schaible testified that when they purchased their property, their attorney explained the easement was simply "so that people at 29 and 33 can get in and out of their property through the driveway." (Tr. 99:14-16.)

E. The Planned Property Merger

22. Defendant Taylor testified their plan is to "build a single house over both lots." (Tr. 138:12-13.)
23. Defendant Taylor testified the City requires the lot line to be abandoned: "You either have to adhere apparently to the setbacks or drop the property line." (Tr. 150:9-11. See also Plaintiff Exhibit 16, pg. C102 which shows the construction driveway.)
24. Russell Schaible testified that the Abdos' construction plan depicts a 2,750 sq ft structure with only 1,400 sq ft of living space and a 77 sq ft kitchenette—a "guest wing" to be integrated with 27 Broughton Road. (Tr. 51:6-13.)
25. The construction plans include a gravel "construction drive" providing direct access to Lot 6 from Broughton Road. Defendant Taylor confirmed its existence. (Tr. 151:13-15; Plaintiff Exhibit 16, pg. C102)
26. When asked whether this construction drive could be a permanent access, Defendant Taylor admitted her house is "designed for the entrance to come in on our shared driveway on which we have an easement." I find this shared driveway to be a design choice and not necessary for Defendants' access to Lot 6. (Tr. 153:6-9.)
27. When merged as planned, the combined property would have over 180 feet of frontage on the public Broughton Road, eliminating any necessity argument. (Tr. 51:22-25.)

F. Original Use and Early Relationship

28. Defendants' prior owner, Mrs. Rebecca Palmer and her nurse, "parked in the concrete pad in front of the garage for 29 Broughton." When asked whether Mrs. Palmer made "any use of the driveway other than to go from Broughton Road to their parking pad and back," Russell Schaible testified: "No." (Tr. 30:14-21; 31:3-6.)

29. Laura Schaible testified initially with Defendants, "there were no issues that we noticed at all. . . . [T]hey were using it consistently, how the Palmers did." (Tr. 101:20-23.)
30. Laura Schaible described the early relationship as "very nice," noting: "Sonja and I would share desserts that we made." (Tr. 101:10-14.)
31. Plaintiffs installed a new concrete driveway in April 2008. Russell Schaible testified Defendants "never paid anything for construction or anything we did, which included tying this new driveway in with their parking pad and a drainage system that we installed that really benefited them more than anything." (Tr. 54:24-55:3.)

G. Overburdening the Use of the Driveway

32. Defendant Taylor admitted she characterized her property as a "white trash gauntlet" in an email to Laura Schaible (Plaintiffs' Exhibit 19B). Laura Schaible read the email aloud: "My apologies for the past, present, and future that your guests have to walk the white trash gauntlet to get to your house." (Tr. 104:5-8.) When asked about this characterization, Defendant Taylor acknowledged: "I'm pretty self-deprecating. So I was kidding, but, yes." (Tr. 147:21-22.)
33. Laura Schaible testified the driveway "looked overburdened. It looked like a 7-Eleven because you would drive in and be like, oh, let me get my Slurpee because there's so many cars lined up." (Tr. 104:13-17.)
34. Russell Schaible testified problems began around 2014-2015 when Defendant's Toyota MR2 was parked on the lawn. It "never really moved much" and "sank up to the mud." (Tr. 33:2-5.) When Plaintiff asked Defendant Abdo to move the vehicle, "he declined to do that. He didn't want to consider that at all." (Tr. 33:12-15.)
35. Defendant Taylor admitted her husband is "a car guy" with "more cars than I need, not more than he needs." (Tr. 140:10-11.) She testified the parking pad fits only "two cars" comfortably, and "we already had more than two cars at the time." (Tr. 140:14-18.)

36. Defendant Taylor testified: "I do think that the access point is undefined and, yes, that you could—you know, if you move the house or move the garage or move the entrance that, yes, I think it could be anywhere there." (Tr. 148:14-17.)
37. Defendant Taylor admitted the easement provides for "necessary ingress and egress to the property" and that the word "unrestricted" does not appear. (Tr. 148:18-24.)
38. Russell Schaible testified that since Defendants moved to 27 Broughton Road, "29 has essentially become a parking lot and storage lot for 27." (Tr. 39:8-9.)
39. Russell Schaible testified Plaintiffs have paid over \$16,000 for driveway maintenance since 2005, while Defendants have contributed nothing. (Tr. 54:22-25.)
40. Defendant Taylor admitted that, after the lawsuit was filed, her husband "stopped cleaning up" the driveway "as the Schaibles testified. As far as blowing it and cleaning up grass or leaves, and once they filed suit, he did stop doing that." (Tr. 139:3-6.)
41. Laura Schaible testified Defendants contested their ability to erect a fence, "saying that their easement allowed them unfettered access to their yard from our driveway." (Tr. 106:6-8.)
42. Russell Schaible testified Plaintiffs did not want to sue: "No, not at all," but filed "[b]ecause this situation just gets worse and worse." Of all neighbors, "[t]he only family we ever had an issue with is the Abdos." (Tr. 55:10-19.)

CONCLUSIONS OF LAW

A. Deed Interpretation and the Impossible Description

1. Courts must interpret deeds within the four corners of the document and cannot rewrite unambiguous language. *Springob v. Farrar*, 334 S.C. 585, 590, 514 S.E.2d 135, 138 (Ct. App. 1999).
2. The construction of a clear and unambiguous deed is a question of law. *Gardner v. Mozingo*, 293 S.C. 23, 25, 358 S.E.2d 390, 391-92 (1987).

3. The 1959 deed language "between Lot 4, Block K and Lot 5, Block K" has only one interpretation—the boundary line between adjacent lots, where no 15-foot strip exists.
4. Because the deed describes an impossible physical location, the easement fails.
5. Reformation requires clear and convincing evidence of mutual mistake. *Kiawah Resort Assocs.*, 421 S.C. 538, 544, 808 S.E.2d 521, 524 (Ct. App. 2017). No evidence of mistake was presented at trial. Any ambiguity has been waived.
6. The law imputes to a purchaser who proposes to acquire title to real estate notice of the recitals contained in any properly recorded instrument of writing which forms a link in a chain of title to the property proposed to be acquired. *Carolina Land Co. v. Bland*, 265 S.C. 98, 107, 217 S.E.2d 16, 20 (1975). The sophistication of Defendants defeats any claim of mistake or ignorance.
7. The Court concludes the easement was void ab initio and never existed as an easement appurtenant to Lot 6.

B. In the Alternative: Easement In Gross

8. Unless an easement has all elements necessary to be appurtenant, it is an easement in gross. *Tupper v. Dorchester County*, 326 S.C. 318, 325-26, 487 S.E.2d 187, 191 (1997).
9. An appurtenant easement must be essentially necessary to the dominant estate. Lot 6's 90-plus feet of frontage defeats the necessity element, as confirmed by Defendant Taylor's admission that she can access her property from the public road without using Plaintiffs' driveway. (Tr. 153:17-21.) See, for example, *Jowers v. Hornsby*, 292 S.C. 549, 550-51, 357 S.E.2d 710, 711 (1987)(“reasonable necessity.”).
10. An easement in gross is a personal privilege that cannot be transferred. *Windham v. Riddle*, 370 S.C. 415, 418, 635 S.E.2d 558, 559 (Ct. App. 2006).

11. If valid, the easement was in gross, granted solely to Rebecca Palmer, was not transferrable, and terminated upon conveyance from Palmer to Defendants. Clearly, at its inception, the easement was not necessary to access Lot 6 and was a personal privilege to use the driveway granted to Rebecca Palmer from Charles Dwight in 1959.

C. As a Further Alternative: Scope Limitations

12. An easement owner cannot materially increase the burden on the servient estate. *Snow v. Smith*, 416 S.C. 72, 86, 784 S.E.2d 242, 249 (Ct. App. 2016).
13. Defendants' use far exceeds what is reasonably necessary. Defendant Taylor's admission that access is "undefined" and can be "anywhere" (Tr. 148:14-17) is unsupported by the deed language, which provides only for the purpose of "necessary ingress and egress." (Tr. 148:18-21.)
14. Use of the driveway to access 27 Broughton Road anywhere along the property line constitutes improper expansion of its purpose.
15. Mrs. Rebecca Palmer used only the parking pad (Tr. 30:14-21; 31:3-6); which established the single point of access to 27 Broughton Road (Lot 6).
16. Plaintiffs have the right to erect a fence on the property line since access to the lot is not unreasonably interfered with and the easement in gross has ended.

ORDER AND JUDGMENT

Based upon the foregoing, it is hereby ORDERED, ADJUDGED, and DECREED:

1. **Primary Relief:** The easement was void ab initio and no such easement exists. Defendants have no right to access Lot 6 over Lot 5.
2. **Alternative Relief:** The easement was in gross, granted solely to Rebecca Palmer, was not transferrable, and no longer exists to access Lot 6 over Lot 5.

3. **Permanent Injunction:** Defendants are enjoined from accessing the easement located on Lot 5 to access 27 Broughton Road (Lot 6).
4. **Costs:** Defendants shall pay the costs of this action.
5. **Further Relief:** The Court shall retain jurisdiction to see that this Order is peacefully followed and for such other relief as the Court deems appropriate to carry out its ruling.

AND IT IS SO ORDERED!

Mikell R. Scarborough
Master In Equity, Charleston County

Charleston, South Carolina
_____, 2026



Charleston Common Pleas

Case Caption: Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number: 2025CP1003402

Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2026-01-13 12:50:49 page 11 of 11

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Laura Schaible and Russell Schaible,

Plaintiffs,

vs.

Ilonka Sonja Taylor and David Abdo,

Defendants.

Case No. 2018-CP-10-00440

**AMENDED CONSENT ORDER
RESTORING CASE TO THE DOCKET
PURSUANT TO RULE 40(j)**

This matter is before the Court pursuant to Plaintiffs' Motion under South Carolina Rule of Civil Procedure 40(j) dated December 2, 2024, for an Order restoring the case to the docket. The Motion is timely, made within one (1) year of the date this action was stricken. The Defendants consent to the Motion.

Though this Court originally issued an order restoring this matter on February 18, 2025, due to ambiguity in the text of that order, the order is amended and restated as follows.

IT IS ORDERED THAT the case is hereby restored, and the Clerk of Court shall issue a new case number and restore the case to the docket of the Master in Equity for Charleston County, to which the case had been referred by prior order of this Court dated February 12, 2021.

IT IS SO ORDERED.

Presiding Judge

Dated: June 11, 2025

s/ W. Andrew Gowder, Jr.
W. Andrew Gowder, Jr.
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Counsel for Plaintiffs

I CONSENT:

s/ Jennifer K. Williams
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Counsel for Defendants



Charleston Common Pleas

Case Caption: Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number: 2018CP1000440

Type: Order/Restore Case To Active Docket

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2025-06-12 11:47:07 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 9 th JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2018-CP-10-440
	)	
Laura M. Schaible and Russell A. Schaible	)	
	)	
Plaintiffs,	)	MOTION/CONSENT ORDER FOR
	)	SUBSTITUTION OF COUNSEL
vs.	)	
	)	
David W. Abdo and Ilonka Sonja Taylor	)	
	)	
Defendants.	)	
_____	)	

Defendants are currently represented in this action by John A. Massalon of Wills, Massalon & Allen, LLC, and by Ellis R. Lesemann of Lesemann & Associates. Defendants now desire to substitute Jennifer K. Williams of the Law Office of Jennifer K. Williams, LLC, as counsel pursuant to Rule 11(b) of the South Carolina Rules of Civil Procedure.

NOW, THEREFORE, upon motion of Jennifer K. Williams along with the consent of John A. Massalon and Ellis R. Lesemann, the Court finds that the motion substituting Jennifer K. Williams as counsel for Defendants and releasing John A. Massalon of Wills, Massalon & Allen, LLC and by Ellis R. Lesemann of Lesemann & Associates should be granted.

AND IT IS HEREBY ORDERED, ADJUDGED AND DECREED that John A. Massalon of Wills, Massalon & Allen, LLC and Ellis R. Lesemann of Lesemann & Associates are hereby formally relieved and discharged as counsel for Defendants and that Jennifer K. Williams of the Law Office of Jennifer K. Williams, LLC be substituted as counsel for the Defendants.

[Signatures continued on the following page.]

SO ORDERED this _____ day of _____, 2025.

Presiding Judge for the 9th Circuit

I SO MOVE:

S/JENNIFER K. WILLIAMS

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WE CONSENT:

S/JOHN A MASSALON

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Charleston Common Pleas

Case Caption: Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number: 2018CP1000440

Type: Order/Substitution Of Counsel

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2025-05-19 18:01:29 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP1000440

Laura Schaible et al
PLAINTIFF(S)

Ionka Sonja Taylor et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☒ **ACTION STRICKEN** (CHECK REASON): ☒ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This action is hereby stricken per SCRPC Rule 40(j).

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/07/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Laura Schaible VS Ionka Sonja Taylor

Case Number: 2018CP1000440

Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-12-07 11:21:42 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP1000440

Laura Schaible et al
PLAINTIFF(S)

Ionka Sonja Taylor et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter was scheduled to come before the Court on February 15, 2021 for a non-jury trial. With the consent of the parties, this case is hereby referred to the Master-in-Equity for Charleston County, South Carolina.

"In an action where the parties consent, in a default case, or an action for foreclosure, some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge or the clerk of court. In all other actions, the circuit court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case." Rule 53(b), SCRPC. Here, with the consent of the parties, the case is hereby referred to the Master in Equity for Charleston County.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/11/2021 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

The Master-In-Equity shall enter final judgment with any appeals to be taken in accordance with the South Carolina Appellate Court Rules. See Rule 53(e), SCRCP. The reference fee shall be paid directly to the office of the Master in Equity; upon a failure to do so, the Master shall order the case to be dismissed without prejudice for failure to comply with the Court's order.



Charleston Common Pleas

Case Caption: Laura Schaible VS Ionka Sonja Taylor

Case Number: 2018CP1000440

Type: Order/Electronic Form 4

IT IS SO ORDERED.

s/D.L. Jefferson Ninth Judicial Circuit Judge 2128

Electronically signed on 2021-02-11 14:11:06 page 3 of 3

FORM 4**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS****JUDGMENT IN A CIVIL CASE**CASE NO.: **2018-CP-10-00440**

Laura Schaible, et al.,

v.

Ionka Sonja Taylor, et al.,

PLAINTIFF

DEFENDANT

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other
 NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:

- ☐ See attached order. (Formal order to follow)
- ☒ Statement of Judgment by the Court:

This case came before the Court on September 24, 2019 for a hearing on Defendants' Motion to Dismiss, filed November 9, 2018. Defendants seek an Order dismissing the case pursuant to Rule 12 (b)(7), SCRPC for failure to join a necessary party under Rule 19, SCRPC. Specifically, Defendants assert that Ms. Ann Carr (hereinafter "Carr") is a necessary party to this action. This case arises from a dispute over an easement located on Lot #5, Block K in the Crescent subdivision of Charleston, South Carolina. Lot #5, Block K is owned by the Plaintiffs in this action. Defendants own Lot #6, Block K and have an easement appurtenant over Lot #5, Block K. Carr is the owner of Lot #4, Block K and also has an easement appurtenant over Lot #5, Block K. Defendants assert that the disposition of this action in the absence of Carr would impair Carr's rights and lead to inconsistent obligations. "A motion under Rule 12 (b)(7) is proper where a necessary party under Rule 19 should be joined for a just adjudication of the issues, and, 'may be made in any pleading permitted or ordered under Rule 7(a), or by motion for judgment on the pleadings, or at the trial on the merits.' Rule 12 (h)(2), SCRPC. The rule provides an affirmative defense for the failure to join any interested party who is subject to service of process, and who will not deprive the court of jurisdiction of over the subject matter under Rule 19 SCRPC." Bancohio National Bank v Neville, 310 S.C. 323, 326, 426, S.E.2d 773, 775 (1993). "A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in his absence complete relief cannot be accorded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest. If he has not been so joined, the court shall order that he be made a party. If he should join as a plaintiff but refuses to do so, he may be made a defendant, or, in a proper case, an involuntary plaintiff." Rule 10, SCRPC. The Court finds that Carr is not an indispensable party pursuant to Rule 19, SCRPC. The disposition of this case in Carr's absence would not affect the rights of Carr and Lot #4, Block K and would not lead to double, multiple, or otherwise inconsistent obligations. Further, this Court finds that complete relief can be accorded to those who are already parties. Accordingly, Defendants' Motion is heard and Denied.

FILED
2019 SEP 25 PM 3:01
JULIE J. ARMSTRONG
CLERK OF COURT

ORDER INFORMATIONThis order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**


Circuit Court Judge2128
Judge Code9/24/2019
Date**For Clerk of Court Office Use Only**

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY FOR PLAINTIFF_____
ATTORNEY FOR DEFENDANT_____
CLERK OF COURT**Court Reporter:**

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTONLaura M. Schaible and Russell A. Schaible

Plaintiff(s)

vs.

David W. Abdo and Ilonka Sonja Taylor

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2018-CP - 10- 440Submitted By: R. CODY LENHARDT, JRAddress: LENHARDT LAW FIRM, LLC
1876 WALLENBERG BLVD
CHARLESTON, SC 29407SC Bar #: 70339Telephone #: 843.371.5453 ext 701

Fax #:

Other:

E-mail: cody@lenhardtllawfirm.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|---|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ General (130)
☐ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199) _____ | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____ -NI- ____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | Torts - Personal Injury
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) _____ | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____ | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☒ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture—Consent Order (850)
☐ Other (899) _____ | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799) _____ | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) _____ |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____
☐ Sexual Predator (510) | | | |
| ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | | |

Submitting Party Signature: _____

Date: 01/30/2018

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

C/A No. 2018-CP-10- 440

Laura and Russell Schaible,)

Plaintiffs,)

v.)

SUMMONS

Ionka Sonja Taylor and David Abdo)

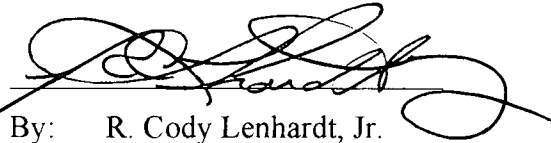
Defendants.)

FILED
2018 JAN 30 PM 2:38
JULIE J. ARMSTRONG
CLERK OF COURT

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY summoned and required to answer the Complaint in this action, a copy of which is served upon you, and to have a copy of your Answer served upon the subscriber at 1876 Wallenberg Boulevard, Charleston, South Carolina, 29407, within thirty (30) days after service hereof, exclusive of the date of such service. **If you fail to answer the Complaint within that time, judgment of default will be rendered against you** for the relief, and for other and further such relief as the Court may deem just and proper.

LENHARDT LAW FIRM, LLC



By: R. Cody Lenhardt, Jr.

S.C. Bar No. 70339

Leslie S. Lenhardt

S.C. Bar No. 15858

1876 Wallenberg Blvd.

Charleston, SC 29407

(843) 371-5453

cody@lenhardtlawfirm.com

Llenhardt@lenhardtlawfirm.com

Attorneys for Plaintiffs

January 30, 2018

Charleston, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
C/A No. 2018-CP-10- 440

Laura and Russell Schaible,)
)
Plaintiffs,)

v.)

Ionka Sonja Taylor and David Abdo,)
)
Defendants.)
_____)

COMPLAINT

(Declaratory and Injunctive Relief)
(Non-Jury)

FILED
2018 JAN 30 PM 2:38
JULIE J. ARMSTRONG
CLERK OF COURT

The Plaintiffs, complaining of the Defendants above named, would respectfully show upon the Court and do allege that:

JURISDICTION AND VENUE

1. This is an action involving real property located in Charleston County, South Carolina in which the Plaintiffs seek declaratory and injunctive relief as to the existence and use of a fifteen-foot wide area located on the Plaintiffs' property.

2. This court has jurisdiction to declare rights, status and other legal relations and to grant injunctive and other relief pursuant to the South Carolina Uniform Declaratory Judgment Act, S.C. Code Ann. §15-53-10 et seq., (Supp. 2009).

3. The Plaintiffs are citizens and residents of Charleston County and the owners of real property located at Lot 5, Block K, 31 Broughton Road, in the City of Charleston, South Carolina, said property being further identified as Charleston County TMS No. 421-14-00-023.

4. The Defendants Ionka Sonja Taylor and David Abdo are shown on the tax records of

Charleston County as the owners of Lot 6, Block K, 29 Broughton Road, in the City of Charleston, South Carolina, said property being further identified as Charleston County TMS No. 421-12-00-024, which is adjacent to the Plaintiffs' property. The Defendants Taylor and Abdo are citizens and residents of Charleston County.

5. This Court has jurisdiction over these parties, subject matter jurisdiction over this action and venue for this action is appropriate in this Court.

GENERAL FACTS AND ALLEGATIONS

6. Paragraphs 1- 5 are realleged and incorporated as if fully stated herein.

7. The properties at issue herein, Lots 5 and 6 are located in the subdivision known as The Crescent in the City of Charleston, Charleston County, South Carolina and are more particularly shown on the plat titled "Map of Lots No. 4 – 5 and 6 Section K of The Crescent" prepared by J.P. Gaillard, dated February 1929 and annexed to the deed from Wappoo Realty Company to Marie G. Dwight recorded in the Charleston County RMC Office at Plat Book F35, Page 168, the same being attached hereto as **Exhibit 1**.

8. On or about May 11, 1940, Charles S. Dwight acquired title to Lot 4, Lot 5 and Lot 6 from Marie G. Dwight by deed recorded in the Charleston County RMC Office at Book R51, Page 125.

9. On or about September 22, 1959, Charles S. Dwight granted Lot 6 to Rebecca M. Palmer by Title to Real Estate recorded at Book R 68, Page 10 in the Charleston County RMC Office, attached hereto as **Exhibit 2**. Included in the deed is the following language:

Together with a permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described, from Broughton Road. Said easement is necessary for proper use of said lot and is

appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5, and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

10. Upon information and belief, Rebecca M. Palmer did transfer Lot 6, Block K into the Rebecca M. Palmer Personal Residence Trust. Thereafter, Lot 6, Block K was granted unto Charles M. Palmer, Jr., Faye Palmer Priester and Sarah Palmer Reynolds through a series of transfers each being granted a one-fourth (1/4) undivided interest in said property and subsequently a one-twelfth (1/12) undivided interest in the same property.

11. Upon information and belief, each of the aforementioned real property grants to Charles M. Palmer, Jr., Faye Palmer Priester and Sarah Palmer Reynolds contained the same purported easement language as was contained in the deed from Charles S. Dwight to Rebecca M. Palmer.

12. On or about August 27, 2007, Charles E. Palmer, Jr., Faye Palmer Priester and Sarah Palmer Reynolds granted to Defendants Taylor and Abdo Lot 6, Block K in the subdivision known as The Crescent, by Title to Real Estate recorded in the Charleston County RMC Office at Book J637, Page 091 attached hereto as **Exhibit 3**. The Defendants' deed contains the following easement language which differs from the easement granted to Rebecca M. Palmer:

TOGETHER with a permanent easement over a fifteen foot strip of land a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 6, Block K, as shown on the aforesaid plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road; said easement being necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5, and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

13. Lot 6, Block K in the subdivision known as The Crescent is now commonly identified as 29 Broughton Road.

14. On or about March 30, 1960, Charles S. Dwight granted to Jacqueline D. Stehmeyer Lot

5, Block K, in the subdivision known as The Crescent, by Title to Real Estate recorded in the Charleston County RMC Office at Book H70, Page 483. Included in the deed is the following language:

That portion of the above described property fifteen feet wide leading from Broughton Road to the main portion of said property is conveyed subject to the easements therein granted by Charles S. Dwight by deeds of conveyance conveying lots 6 and 4, Block K, The Crescent, recorded in the R.M.C. Office for Charleston County in Book R-68, page 10, and Book W-68, page 122, respectively.

15. Lot 5, Block K in The Crescent is now commonly identified as 31 Broughton Road.

16. In or about July, 1980, by testate transfer from Jacqueline D. Stehmeyer, Lot 5 was devised to Edward H. Stehmeyer, Sr.

17. On or about October 21, 2005, Plaintiffs acquired Lot 5, Block K, 31 Broughton Road, by deed recorded in the Charleston County RMC Office at Book D559, Page 376, through the Estate of Edward H. Stehmeyer, Sr. Said deed is attached hereto as **Exhibit 4**. The Plaintiffs' deed contained the same language referenced above in the deed from Dwight to Stehmeyer.

**FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment - Easement Void *Ab Initio*)**

18. Paragraphs 1- 17 are realleged and incorporated as if fully stated herein.

19. This is a Declaratory Judgment action brought pursuant to the provisions of South Carolina Code Ann. §15-53-10 et seq.

20. On or about September 22, 1959, by grant of fee simple for Lot 6 from Charles S. Dwight to Rebecca M. Palmer, an easement was attempted to be created over a "a fifteen foot strip of land, a part of Lot 5, Block K..." for the purpose of ingress and egress to and from Broughton Road to Lot 6.

21. The easement Charles S. Dwight attempted to grant is unambiguous as to its location

and dimensions being on a strip of land “lying between Lot 4, Block K and Lot 5, Block K...”

22. The easement as stated on the face of the Title to Real Estate and attempted to be granted to Rebecca M. Palmer cannot exist as there is no fifteen-foot strip of land that is part of Lot 5 which also lies between Lot 4 and Lot 5. Lot 4 and Lot 5 share a property line and as such there is no land “between” the two lots.

23. Charles S. Dwight could not create or grant an easement in lands that do not exist. As stated within the four corners of the Title to Real Estate, the easement fails on its face as it has no existing physical location.

24. The underlying facts have given rise to a dispute between Plaintiffs and Defendants Taylor and Abdo that is ripe and proper for judicial determination as to the meaning and force and effect of the above-described easement.

25. The Plaintiffs are entitled to a determination pursuant to the S.C. Declaratory Judgment Act that the easement for the benefit of Rebecca M. Palmer which Charles S. Dwight attempted to create fails in substance and form, was void *ab initio* and therefore, never did and does not exist.

**FOR A SECOND CAUSE OF ACTION
(Declaratory Judgment - Easement In Gross)**

26. Paragraphs 1- 25 are realleged and incorporated as if fully stated herein.

27. This is a Declaratory Judgment action brought pursuant to the provisions of South Carolina Code Ann. §15-53-10 et seq.

28. If a valid easement for the benefit of Rebecca M. Palmer is determined to have been created by grant from Charles S. Dwight to Rebecca M. Palmer, the easement was an easement in gross and could not be transferred with the subsequent sale or transfer of Lot 6 and therefore no

longer exists.

29. In order for an easement to be deemed appurtenant and not in gross it must 1) inhere in the land; 2) be essentially necessary to the enjoyment of the dominant estate; 3) have one of its termini on the dominant estate; and 4) concern the premises.

30. On or about September 22, 1959, by grant of fee simple for Lot 6 from Charles S. Dwight to Rebecca M. Palmer, an easement was attempted to be created over a “a fifteen foot strip of land, a part of Lot 5, Block K...” for the purpose of ingress and egress to and from Broughton Road to Lot 6.

31. At the time of the transfer of Lot 6 from Charles S. Dwight to Rebecca M. Palmer, Lot 6 was bordered and bounded by Broughton Road as shown on the plat attached hereto as Exhibit 1.

32. At creation of the easement, Lot 6 had frontage on Broughton Road and thus had reasonable and alternative means of access for ingress and egress to and from Broughton Road.

33. Upon information and belief, at creation of the easement no impediments existed to prevent ingress and egress to and from Lot 6 directly to and from Broughton Road.

34. At creation of the easement for the benefit of Rebecca M. Palmer, no necessity existed for an easement upon Lot 5 to provide for ingress and egress to and from Broughton Road to Lot 6.

35. Since the initial transfer of Lot 6 from Dwight to Palmer, reasonable and alternative means of ingress and egress to and from Broughton Road from Lot 6 have continued to exist and there are no impediments to direct access to Broughton Road from Lot 6.

36. The underlying facts and the actions of the Defendants have given rise to a dispute that is ripe and proper for judicial determination as to the meaning and force and effect of the above-described easement.

37. The Plaintiffs are entitled to a determination pursuant to the S.C. Declaratory Judgment Act that upon creation by Charles S. Dwight, the easement was not essentially necessary to the enjoyment of Lot 6. As such, the easement failed to meet the required elements of an appurtenant easement and therefore was an easement in gross granted to Rebecca M. Palmer. The easement was a mere privilege personal to Rebecca M. Palmer, was not transferrable from Rebecca M. Palmer and did not run with the title to Lot 6. Therefore, the easement for the benefit of Rebecca M. Palmer no longer exists or has terminated.

**FOR A THIRD CAUSE OF ACTION
(Declaratory Judgment - Easement Access Points)**

38. Paragraphs 1- 37 are realleged and incorporated as if fully stated herein.

39. This is a Declaratory Judgment action brought pursuant to the provisions of South Carolina Code Ann. §15-53-10 et seq.

40. If an easement for the benefit of Lot 6 is determined to be existing, valid and appurtenant, the Defendants have and continue to violate the intent and scope of the easement by accessing the easement at any and all points along the length of the easement area to access Lot 6.

41. The plain and unambiguous language of the easement for the benefit of Lot 6 states that the easement is “for the purposes of ingress and egress to Lot 6 ... to and from Broughton Road.”

42. Defendants and their predecessors in title by their actions established the point of access to Lot 6 from Broughton Road via of a concrete driveway/parking pad connected to the Plaintiffs’ driveway located in the easement area. Defendants and their predecessors in title have utilized this single point of access for a number of years.

43. In or about 2007, the Plaintiffs did replace, at a significant expense borne solely by the

Plaintiffs, an existing but badly deteriorated driveway with a new concrete driveway which abuts the Defendants' existing concrete parking pad adjacent to their house. It was mutually understood the Defendants would continue to use this point of connection to access Lot 6. The Defendants did and in fact still do use the new driveway to access Lot 6 at the parking pad.

44. At some time after installation of the Plaintiffs new driveway, the Defendants removed significant vegetation on Lot 6 at the border of Lot 5 and Lot 6 along the driveway area.

45. The removal of the vegetation facilitated the Defendants accessing Lot 6 at numerous other points along the length of the Plaintiffs' driveway and parking numerous vehicles in the front yard of Lot 6.

46. The Defendants and other parties access Lot 6 at these other points by driving off of the edge of the driveway and across the shared property boundary.

47. On several occasions, the Plaintiffs have requested the Defendants cease to use the driveway in this manner and limit the access from the driveway to the Defendant's parking pad.

48. The Plaintiffs have expressed concern about damages being caused to the driveway from this unintended and impermissible use.

49. Defendants, Defendants' family members and others visiting or otherwise accessing Lot 6 have disregarded the Plaintiffs' requests to cease using the easement in this impermissible and burdensome way and continue to access Lot 6 at all points along the easement.

50. Defendants have born no costs related to the driveway or easement area and have not paid for any maintenance or repair of the driveway.

51. Additionally, since acquiring title to Lot 6, Defendants also have utilized alternative means of ingress and egress to Broughton Road over and across Lot 6 not utilizing the portion of

Lot 5 in question.

52. Upon information and belief, Defendants have multiple vehicles which are utilized by the Defendants and other persons and in using these vehicles, the Defendants' and other persons regularly and continually use additional means of ingress or egress to and from Broughton Road for Lot 6.

53. There is no impediment to accessing Broughton Road from Lot 6 by means not utilizing the portion of Lot 5 in question.

54. The Defendants' acts clearly show there is no necessity for continued use of the Plaintiffs' driveway to access Lot 6.

55. Defendants have ignored the express intent of the easement and expanded the intended scope of the easement. The Defendants' acts overburden the easement and are impermissible.

56. Defendants have refused the Plaintiffs' numerous requests that the Defendants cease using the easement in this impermissible way.

57. The Plaintiffs desire to build a fence and gate along the property line of Lot 5 which borders Lot 6. The fence shall provide for continued access "for the purposes of ingress and egress to Lot 6 ... from Broughton Road" via a point of access to the existing parking pad on Lot 6.

58. Plaintiffs are entitled to a determination pursuant to S.C. Declaratory Judgment Act that the Defendants are not entitled to access the easement at all points along the length of the easement, the only access point from Lot 6 to said easement is from the Defendants' parking pad to the Plaintiffs' concrete driveway and Plaintiffs are within their rights as the owner of Lot 5 to erect a fence, gate and/or vegetation along the portion of Lot 5 that borders Lot 6 so long as access "for the purposes of ingress and egress to Lot 6 ... from Broughton Road" to the existing parking pad on Lot

6 is not unreasonably interfered with.

**FOR A FIFTH CAUSE OF ACTION
(Declaratory Judgment -Permitted Use of Easement)**

59. Paragraphs 1- 58 are realleged and incorporated as if fully stated herein.

60. This is a Declaratory Judgment action brought pursuant to the provisions of South Carolina Code Ann. §15-53-10 et seq.

61. If an easement for the benefit of Lot 6 is determined to be existing, valid and appurtenant, the Defendants have and continue to violate the intent of the easement by utilizing the easement for reasons other than ingress and egress to Broughton Rd.

62. Upon information and belief, the Defendants and Defendants' invitees have utilized the easement area and driveway to park vehicles. Any use of the easement area other than for active ingress and egress violates the easement.

63. Plaintiffs are entitled to a determination pursuant to S.C. Declaratory Judgment Act that the only use that may be made of the easement by the Defendants shall be for active ingress and egress to Lot 6 from Broughton Road with a single point of access to the existing parking pad on Lot 6.

**FOR A SIXTH CAUSE OF ACTION
(Injunction)**

64. Paragraphs 1- 63 are realleged and incorporated as if fully stated herein.

65. If an easement for benefit of Lot 6 as described herein is determined to be existing, valid and appurtenant, Plaintiffs have no adequate remedy at law for the Defendants' repeated refusal to cease using the easement in ways which exceed the intent of the easement, overburden the

Plaintiffs' property, interfere with the Plaintiffs' use and enjoyment of their property and cause irreparable harm to the Plaintiffs. The actions of the Defendants can only be remedied by an injunction requiring that the Defendants cease using the easement to access Lot 6 at all points along the easement and in all other impermissible ways.

66. Unless Defendant is temporarily and permanently restrained and enjoined from interfering with the rights of Plaintiffs, Plaintiffs will suffer irreparable damage.

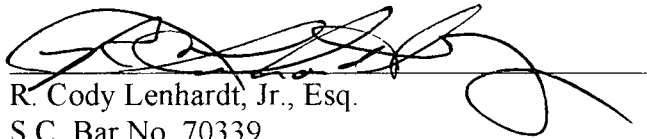
WHEREFORE, Plaintiffs respectfully request that the Court inquire into the matters set forth herein and enter its Order:

- a. Declaring that the easement for the benefit of Rebecca M. Palmer described herein was void *ab initio* and therefore no such easement exists and neither Defendants, their heirs, successors assigns, invitees nor any other persons have a right to access Lot 6 over and across Lot 5; or
- b. In the alternative, declaring that the easement for the benefit of Rebecca M. Palmer which is the subject of this action is an easement in gross granted solely to Rebecca M. Palmer and therefore was not transferrable and no longer exists and Defendants, their heirs, successors assigns, invitees or other persons have no right to access Lot 6 over and across Lot 5; or;
- c. In the alternative, declaring that the point of access from Lot 6 to the easement area is established at the location of the existing concrete parking pad; and,
- d. Declaring that the Plaintiffs as owners of Lot 5 have a right to erect a fence, gate and/or vegetation along the portion of Lot 5 that borders Lot 6; and,
- e. Declaring that the Defendants are responsible for an equitable portion of the costs and fees for improvements to and maintenance and repair of the easement area.
- f. Ordering a permanent injunction restraining and enjoining Defendants, their heirs, successors, assigns, agents, invitees or any other persons from using the easement to

access Lot 6 at all points along the easement and from using the easement for any purpose other than the active ingress and egress to and from Broughton Rd. to the single point of access on Lot 6.

- g. Awarding the costs of this action; and
- h. Granting such other and further relief as the Court may deem just and appropriate.

LENHARDT LAW FIRM, LLC



R. Cody Lenhardt, Jr., Esq.

S.C. Bar No. 70339

Leslie S. Lenhardt

S.C. Bar No. 15858

1876 Wallenberg Blvd.

Charleston, SC 29407

(843) 371-5453

cody@lenhardtlawfirm.com

llenhardt@lenhardtlawfirm.com

Attorneys for the Plaintiffs

January 30, 2018

DATE: 7-1-68
FROM: SAC, NEW YORK

PERSONALLY appeared before me James H. Jacobs and made oath that he saw the within named Laurence Berenson, Trustee in Bankruptcy of Investment Banking Corporation, sign, seal and as his act and deed deliver the within written deed and that the deponent with Dorothy Hayle witnessed the execution and delivery thereof as the act and deed of said Laurence Berenson as such Trustee in Bankruptcy.

GORDON to before me this
 11th day of April, 1969
 Reuben A. Parker
 Notary Public New York
 New York County New York
 Commission expires May

(NOTARIAL SEAL OF)
(HELEN A. PARKER)

Isaac R. Jacobs

PLA 1 OF THE VERMONT
COURT OF PROBATE

No 14018 / Series B

Thomas M. Farley
J. William T. Collins Clerk of the County of New York, and also

Clerk of the Supreme Court for the said County, the same being a Court of Record, having a
 seal, do HEREBY certify, that Nolan A. Parker whose name is subscribed to the deposition or
 certificate of the proof or acknowledgment of the aforesaid instrument and thereon written,
 was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in
 and for such County, duly commissioned and sworn, and authorized by the laws of said
 State, to take depositions and to administer oaths to be used in any Court of said State
 and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances
 for land, tenements or hereditaments in said State of New York. And further, that I am well
 acquainted with the handwriting of such Notary Public, and verily believe that the signature
 to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 1st day of April 1929

NEW YORK

Thomas M Farley Clark

Recorded May 23, 1982 at 12:09 P.M. S.C. Dow Stamps \$680.00 affixed. Original delivered to
 Jaber, William Miller & Menden. Being first endorsed as recorded by county auditor.
 JULIUS B CORRELL A.M.C. per Jdk A.B.

APPROXIMATELY 1000 AM TO MARINE G. BRIGAT TIT 6 TO HEAD ESTATE 6 PLAT

Journal of Management Education 30(6)p.789-804

[illegible]

There are three lists in the file as to alienation deny, state demands, known to the FBI, and the following are the names of those who are listed as follows:

[illegible][illegible]

100-441678-100-441690

14-00000

and the $\mathcal{H}_2$ norm of the closed-loop system is given by

EXHIBIT 1

Record - 0045

March; on the South by lot five (5); on the East by lot five (5) and Broughton Road; all of which will more fully appear by reference to the plat hereto annexed.

Lot #6: Beginning at Southwest corner of lot four on Broughton Road and running South-westwardly one hundred twelve and five tenths (112.5') along lot four; thence Westwardly along lot four one hundred ninety four (194') feet to the proposed shore of the proposed lake (now marsh); thence Southwardly and Westwardly along the proposed lake ninety nine (99') feet (chord) and fifty (50') feet (chord) and fifty (50') feet (chord); the first chord enumerated shown on map as N 2.30 W, the second cord as N48E, the third N75E, the direction of this written description being reversed; thence Southwardly thirty feet (30') as shown by map in opposite direction N14W, to the proposed Lagoon (now marsh); thence along this lagoon N80E two hundred (200') feet, thence along the lagoon N70S ninety seven (97') to the Southwest corner of lot six; thence Northwardly along lot six one hundred thirty three (133.3') and two tenths feet; thence NorthEastwardly along lot six one hundred five and eight tenths (105.8') feet to Broughton Road; thence Northwestwardly along Broughton Road fifteen plus (15') feet to the starting point, this lot being bounded as follows; on the North by Broughton Road, lot four and the proposed lake; on the East by the proposed lake and for thirty feet by a proposed lot; on the South by the proposed lagoon and lot six; on the East by the proposed lagoon, lot six and Broughton Road; all of which will more fully appear by reference to the plat hereto annexed.

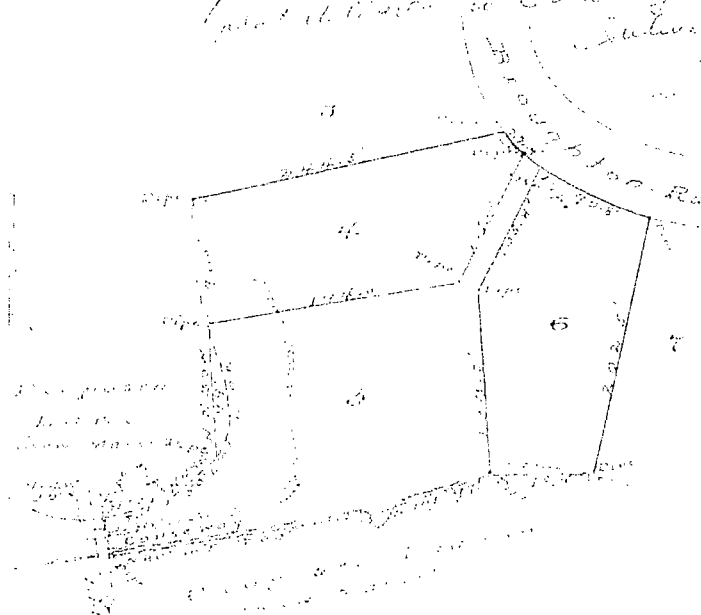
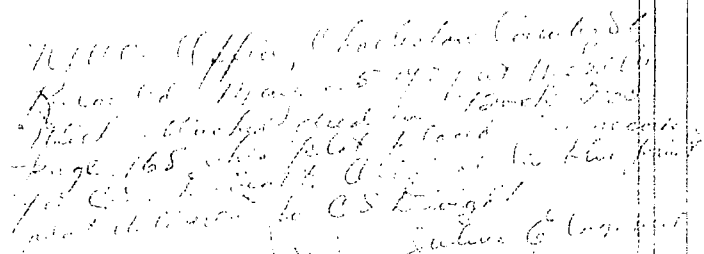
Lot #6: Beginning at a point in Broughton Road at the Northeast corner of lot five and running Southeastwardly along lot five one hundred five and eight tenths (105.8') feet, thence Southeastwardly along lot five one hundred thirty three and two tenths (133.2') feet to the proposed lagoon; thence along the lagoon Eastwardly seventy eight and three tenths (78.3') feet (chord); thence Northwardly two hundred two and five tenths (202.5') feet to Broughton Road; thence along Broughton Road ninety and eight tenths (90.8) feet to the starting point, this lot being bounded as follows; on the North by Broughton Road and lot five; on the East by lot six; on the South by the proposed lagoon and lot seven and on the East by lot seven and Broughton Road; all of which will more fully appear by reference to the plat, hereto annexed, by J.F. Guilford, Feb., 1932.

The said property described above being subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a Declaration of Trust by and to Henry H. Gray, well recorded in Book 4-32, page 295 in the R.M.C. Office, Charles Ton County.

to which said plat and to give the rights, powers, her appurtenances and appurtenances to the said property herein set forth in any, the incident or appertaining.

to have and to hold all and singular the said premises unto the said Marie Guilford her heirs and assigns forever, Subject, however to the restrictions, reservations, covenants and conditions hereinbefore contained.

The said Marie Guilford hereby covenants, warrants and agrees to the said her heirs and assigns and to the said Marie Guilford her heirs and assigns in and to the said premises, all in the said premises to be held unto the said Marie Guilford her heirs and assigns forever, Subject, however to the restrictions, reservations, covenants and conditions hereinbefore contained.



MAP
of
Jack's Neck and
Neck Point K.
of
THE CRESCENT.
Situated in Charleston Co.
S.C.
about to be conveyed
to
MARIE G. DWIGHT.
on or about Feb 1879.
By and for the
Charleston and the City

STATE OF SOUTH CAROLINA,

KNOW ALL MEN BY THESE PRESENTS, THAT

I, the undersigned CHARLES S. DWIGHT,

in the State aforesaid in consideration of the sum of

EIGHT THOUSAND (\$8,000.00) ----- DOLLARS,

to me in hand paid at and before the sealing of these presents by REBECCA M. PALMER

in the State aforesaid the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release

unto the said REBECCA M. PALMER:

ALL that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J. P. Gaillard, Surveyed February 1929, and recorded in Book F-35, page 168 in the R. M. C. Office for Charleston County.

The above referred to lot BUIES AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 200.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K, 133.2 feet, and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with a permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described, from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wapoco Realty Company, and recorded in Book Q-32, page 285 in the R. M. C. Office for Charleston County.

The above described property is a part of the property conveyed to Charles S. Dwight by Marie S. Dwight, by deed dated May 11, 1944, and recorded in Book F-21, page 125 in the R. M. C. Office for Charleston County.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

RENECCA M. PALMER, her

Heirs and Assigns forever.



AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said RENECCA M. PALMER, her Heirs and Assigns, against all and singular, the Heirs, and all persons lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 22nd day of September in the year of our Lord one thousand nine hundred and fifty-nine and in the one hundred and eighty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED }
IN THE PRESENCE OF

H. C. Swickard
John Stewart

Charles S. Dwight (L. S.)
CHARLES S. DWIGHT
By *Lucile L. Dwight* (L. S.)
Lucile L. Dwight, Attorney-in-Fact
under power of Attorney dated 28 July 1958,
recorded in Book X-66, page 588 in the
R.M.C. Office for Charleston County



THE STATE OF SOUTH CAROLINA,

CHARLESTON

County.

BOOK 11 68 PAGE 12

PERSONALLY appeared before me

H. R. Dwight, Jr.

and made oath that *he* saw the within named CHARLES S. DWIGHT By Lucile L. Dwight,

Attorney-in-Fact sign, seal, and as *his* act and deed, deliver the within written Deed,

and that *he* with *Josie Stewart*

witnessed the execution thereof.

SWORN to before me, this

22nd

day of September

A. D. 1959

H. R. Dwight, Jr.

Josie Stewart (SEAL)
Notary Public for South Carolina

THE STATE OF SOUTH CAROLINA,

CHARLESTON

County.

RENUNCIATION OF DOWER

I, *Josie Stewart*, a Notary Public in and for South Carolina

do hereby certify unto all whom it may concern, that Mrs. LUCILE L. DWIGHT

the wife of the within named CHARLES S. DWIGHT

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named REBECCA M. PALMER, her

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22 day of September Anno Domini 1959

Josie Stewart (SEAL)
Notary Public for South Carolina

Lucile L. Dwight

Recorded *Sept. 24*, 1959 at *9:45* o'clock. S.C.Doc. Stamps *2/6* affixed, U.S.Doc. Stamps *2 P. 80* affixed. Original delivered to *Hagard, Rivers & Young*

being first endorsed as recorded by County Auditor

ARTHUR H. BURTON, R.M.C.
Charleston County, S.C.

2/m

Record - 0050

JK J 637PG091

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, the undersigned **Charles E. Palmer, Jr., Faye Palmer Priester and Sarah Palmer Reynolds** (hereinafter collectively the "Grantors"), in the State and County aforesaid, for and in consideration of the sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 (\$1,850,000.00) DOLLARS to the Grantors in hand paid at and before the sealing and delivery of these Presents by **David W. Abdo and Ilonka Sonja Taylor** (hereinafter collectively the "Grantees") in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do hereby grant, bargain, sell and release unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, their heirs and assigns, the following described property:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This being the same property conveyed to the Grantors herein by the following deeds:

1. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Charles E. Palmer, Jr. dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in **Book T502, page 838** (as to a 1/4 undivided interest); and Deed from John C. Palmer to Charles E. Palmer, Jr. dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in **Book T502, page 866** (as to a 1/12 undivided interest);
2. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Faye Palmer Priester dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in **Book T502, page 831** (as to a 1/4 undivided interest); and Deed from John C. Palmer to Faye Palmer Priester dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in **Book T502, page 878** (as to a 1/12 undivided interest); and

EXHIBIT 3

3. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Sarah Palmer Reynolds dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in **Book T502, page 852** (as to a 1/4 undivided interest); and Deed from John C. Palmer to Sarah Palmer Reynolds dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in **Book T502, page 872** (as to a 1/12 undivided interest).

TMS No. 421-14-00-024

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

GRANTEES' ADDRESS: Post Office Box 478
Charleston, South Carolina 29402

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

TO HAVE AND HOLD, all and singular, the said Premises before mentioned unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, their heirs and assigns forever.

AND the Grantors do hereby bind themselves and their Heirs, Personal Representatives and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, and the Grantees' Heirs and Assigns, against the Grantors' heirs and assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hands and Seals of the Grantors this 30th day of August in the Year of our Lord Two Thousand Seven (2007).

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

McRay P. Hutchinson
Rosanne Burke

Charles E. Palmer, Jr.
by Sarah Palmer Reynolds,
his attorney-in-fact.

(SEAL)

Charles E. Palmer, Jr. by Sarah
Palmer Reynolds, his attorney-in-
fact under Special Limited Power
of Attorney dated August 27, 2007
and recorded in Book _____, at
page _____.

Faye Palmer Priester (SEAL)
Faye Palmer Priester

Sarah Palmer Reynolds (SEAL)
Sarah Palmer Reynolds

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

P R O B A T E

PERSONALLY APPEARED BEFORE ME the undersigned witness, who
being duly sworn, deposes and says that s/he saw the within-named
Charles E. Palmer, Jr., by Sarah Palmer Reynolds his attorney-in-
fact under Special Limited Power of Attorney dated August 27, 2007
and recorded in Book _____, at page _____, Faye Palmer Priester
and Sarah Palmer Reynolds, sign, seal and as their act and deed
deliver the within-written instrument for the uses and purposes
therein mentioned, and that s/he with the other witness subscribing
above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 30th)
day of August, 2007)

Tracy Ables (L.S.)
Notary Public for South Carolina)
My Commission Expires: 9-26-12)

McRay P. Hutchinson
(witness)

EXHIBIT "A"

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, known and designated as **LOT 6, BLOCK K**, in the subdivision known as **THE CRESCENT**, which said lot is shown on a plat thereof by J. P. Gaillard, surveyed February 1929, and recorded in **Book F-35, page 168**, in the R.M.C. Office for Charleston County, South Carolina.

BUTTING and bounding, according to said plat, to the North on Broughton Road 90.8 feet; on the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; to the Southwest on Lot 5, Block K, 133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet; be all the said dimensions a little more or less.

TOGETHER with the permanent easement over a fifteen foot strip of land a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 6, Block K, as shown on the aforesaid plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road; said easement being necessary for the proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

ALSO

ALL that certain piece, parcel or lot of marsh land adjoining and lying generally to the South of Lot 6 in Block K of The Crescent, in the County of Charleston, State of South Carolina, and between said Lot 6 and Wappoo Creek, the said premises having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard Surveyor, dated September 12, 1963 and recorded in **Plat Book Q, page 116** in the R.M.C. Office for Charleston County, South Carolina; being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC.

TMS No. 421-14-00-024

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT **JK J 637PG095**

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY CHARLES E. PALMER, JR. and FAYE PALMER PRIESTER and SARAH PALMER REYNOLDS
TO DAVID W. ABDO and ILONKA SONJA TAYLOR ON AUGUST 30, 2007
3. Check one of the following: *The DEED is*
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (exemption# _____)
(Explanation If required) _____

(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 1,850,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES__ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____
6. The DEED Recording Fee is computed as follows:
 - (a) \$1,850,000.00 the amount listed in item 4 above
 - (b) 0.00 the amount listed in item 5 above (no amount place zero)
 - (c) \$1,850,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : closing attorney/settlement agent
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN TO BEFORE ME THIS 30th
day of August, 2007

Tracy Abrien
Notary Public for South Carolina
My commission expires: 9-26-12

LeRoy P. Hutchinson
Grantor, Grantee, or Legal Representative
connected with this transaction

LeRoy P. Hutchinson

Print or Type Name here

BK J 637PG096

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



FILED

August 31, 2007

9:49:15 AM

BK J 637PG091

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Roy Hutchinson
147 Wappoo Creek Dr.
Suite 202
Charleston SC 29412

Number of Pages:

6

AMOUNT

DESCRIPTION

Recording Fee	\$ 11.00
State Fee	\$ 4,810.00
County Fee	\$ 2,035.00
Postage	

TOTAL

\$ 6,856.00

\$ Amount (in thousands): 1850

DRAWER:

B - ECP

AUDITOR STAMP HERE

RECEIVED

SEP 6 2007

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP

DATE AUG - 6 2007

DO NOT STAMP BELOW THIS LINE

William J. Cutchin
CUTCHIN LAW FIRM, PC
985-B Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

See Schedule "A" attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto
the said their Heirs and Assigns forever.

Record - 0057

BKD 559PG377

**Schaible, their Heirs and Assigns, against our Heirs, Successors, and Assigns, and all persons
whomsoever lawfully claiming, or to claim the same or any part thereof.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

BK D 559PG378

WITNESS our Hand and Seal by our representative, this 18th day of October
in the year of our Lord Two Thousand Five (2005) and in the
230th year of the Sovereignty and Independence of the United States of
America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

ESTATE OF EDWARD H. STEHMEYER,
SR.

Darryl Yates
Witness #1

By: Edward H. Stehmer Jr.
Edward H. Stehmer, Jr., Personal
Representative

Patti Patelli
Witness #2 who is also a Notary Public

STATE OF GEORGIA)

PROBATE

COUNTY OF DeKalb)

PERSONALLY appeared before me Darryl Yates (Print name of Witness #1)
and made oath that s/he saw the within named **Estate of Edward H. Stehmer, Sr., by**
Edward H. Stehmer, Jr., its Personal Representative, sign, seal, and as his acts and deeds,
deliver the within written Deed, and that he with Patti Patelli (Print name of
Witness # 2 who is also a Notary Public) witnessed the execution thereof.

Darryl Yates
Signature of Witness # 1

SWORN TO before me, this
18th day of October, 2005.

Patti Patelli
Signature of Witness #2 who is also a Notary Public
NOTARY PUBLIC FOR GEORGIA
My Commission Expires: _____

Notary Public, DeKalb County, GA
My Commission Expires August 15, 2007



BKD 559PG379

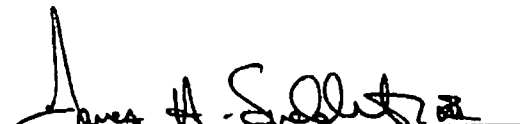
WITNESS our Hand and Seal by our representative, this 21st day of October in the year of our Lord Two Thousand Five (2005) and in the 230th year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

ESTATE OF EDWARD H. STEHMEYER, SR.


Witness #1

By: 
John A. Stehmer, Personal Representative


Witness #2 who is also a Notary Public

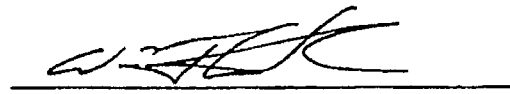
STATE OF SOUTH CAROLINA)

)

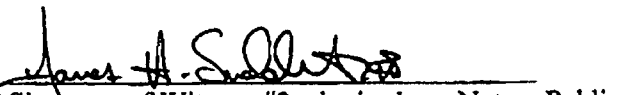
PROBATE

COUNTY OF CHARLESTON)

PERSONALLY appeared before me William J. Cutchin (Print name of Witness #1) and made oath that s/he saw the within named Estate of Edward H. Stehmer, Sr., by John A. Stehmer, its Personal Representative, sign, seal, and as his acts and deeds, deliver the within written Deed, and that he with James H. Suddeth (Print name of Witness # 2 who is also a Notary Public) witnessed the execution thereof.


Signature of Witness # 1

SWORN TO before me, this
21st day of October, 2005.


Signature of Witness #2 who is also a Notary Public
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11/21/10

Legal Description

Schedule "A"

BKD 559PG380

All that lot, piece or parcel of land in the subdivision known as The Crescent in St. Andrews Parish, Charleston County, South Carolina, known as Lot 5, Block K, in said subdivision, and shown on a plat by J. P. Gaillard, surveyed February 1929 and recorded in Book F-35, page 168 in the R.M.C. Office for Charleston County; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

That portion of the above described property fifteen feet wide leading from Broughton Road to the main portion of said property is conveyed subject to the easements therein granted by Charles S. Dwight by deeds of conveyance conveying lots 6 and 4, Block K, The Crescent, recorded in the R.M.C. Office for Charleston County in Book R-68, page 10, and Book W-68, page 122, respectively.

The premises herein described are conveyed subject to such easements, restrictions, covenants and conditions as appear in the chain of title and recorded in the RMC Office for Charleston County, reference to which is craved as forming a parcel hereof.

The afore described property is also shown and described on a recent plat as follows:

All that piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the City of Charleston County of Charleston, State of South Carolina, shown and designated as "Lot 5, Block K, TMS #421-14-00-023; 39,946 sq. ft. (Highland); 0.92 Ac (Highland), The Crescent" on a plat entitled: "THE CRESCENT, CITY OF CHARLESTON, CHARLESTON COUNTY, S.C., RESURVEY OF LOT 5, BLOCK K, OWEND BY EDWARD H. STEHMEYER, " prepared by E. M. Seabrook, Jr., Inc, Engineers-Surveyors-Planners; dated November 26, 2001, and revised October 3, 2002, and recorded March 18, 2003, in Plat Book EG, Page 230, in the RMC Office for Charleston County.

Being the same property conveyed to Edward H. Stehmeyer by deed of Jacqueline D. Stehmeyer dated April 28, 1972 and recorded May 23, 1972 in the RMC Office for Charleston County in Book F99 at Page 350. Edward H. Stehmeyer died June 3, 2005 and his Will directed the Personal Representatives to sell the afore described property. (See Probate Court file 2005-ES-10-0956)

Grantees address; 31 Broughton Rd.
Charleston, SC 29407

AFFIDAVIT

STATE OF SOUTH CAROLINA

)

)

Date of Transfer of Title

COUNTY OF CHARLESTON

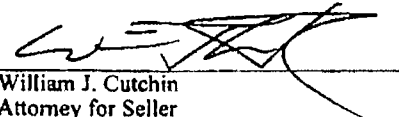
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October 21, 2005

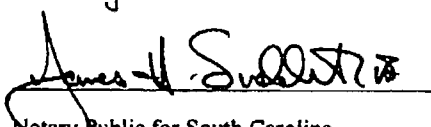
BKD 559PG381

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Estate of Edward H. Stehmeyer, Sr., by its authorized representative, and Estate of Edward H. Stehmeyer, Sr., by its authorized representative, to **Laura M. Schaible and Russell A. Schaible**, ON October 21, 2005.
3. Check one of the following: The DEED is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (exemption# _____) (Explanation if required) Transfer to Grantor(s) Trust(s) (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) XX The fee is computed on consideration paid or to be paid in money or money's worth in the amount of \$2,153,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) XX the amount listed in item 4 above.
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative.
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of Edward H. Stehmeyer, Sr., Case Number 2005 ES 10-956, Charleston County Probate Court. Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina; that he has prepared the Deed of Distribution for the Personal Representative for the Estate of Edward H. Stehmeyer, Sr.; and that the Grantee(s) therein is/are correct and conform to the estate file for the above named decedent.


William J. Cutchin
Attorney for Seller

Sworn to before me this
21st day of October, 2005


Notary Public for South Carolina
My Commission Expires: 11/21/05

BKD 559PG382

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



FILED

October 21, 2005

4:43:11 PM

BKD 559PG376

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Harvey Casterline & Vallini

201-C West Main St.
Lexington

SC 29072-2665

AUDITOR STAMP HERE

RECEIVED FROM RMC

DEC 9 2005

PEGGY A. MONLEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP *RMS*

DATE *12/08/05*

AMOUNT

DESCRIPTION

DESCRIPTION	AMOUNT
Recording Fee	\$ 12.00
State Fee	\$ 7,157.80
County Fee	\$ 3,028.30
Postage	

TOTAL

\$ 10,198.10

\$ Amount (In thousands):

2753

DRAWER:

A - bmm

DO NOT STAMP BELOW THIS LINE

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON) CASE NO.: 2018-CP-10-440

Laura and Russell Schaible,)

Plaintiffs,)

v.)

Ionka Sonja Taylor and David Abdo,)

Defendants.)

ANSWER

FILED
2018 APR 20 PM 4:28
JULIE J. ARMSTRONG
CLERK OF COURT
BY *[Signature]*

Defendants, Ilonka Sonja Taylor (incorrectly identified as “Ionka Sonja Taylor”) and David Abdo, answering the Complaint (“Complaint”) of Plaintiffs herein state as follows:

FOR A FIRST DEFENSE

1. Defendants deny each and every allegation of the Complaint not specifically admitted herein.
2. Paragraph 1 is merely Plaintiffs’ description of their Complaint and does not require a response by Defendants.
3. The allegations of paragraph 2 constitute conclusions of law which Defendants are required neither to admit nor deny.
4. Defendants admit, upon information and belief, the allegations of paragraph 3.
5. Defendants admit so much of paragraph 4 as allege that they are the owners of Lot 6, Block K, 29 Broughton Road which is identified as Charleston County TMS No. 421-12-00-024 and that they are citizens and residents of Charleston County. As for the remaining allegations of said paragraph, Defendants crave reference to the tax records of Charleston County referenced therein and they deny all allegations which differ from those records.

6. The allegations of paragraph 5 constitute conclusions of law which Defendants are required neither to admit nor deny.
7. Answering the allegations of paragraph 6, Defendants repeat and reiterate the foregoing portions of the within Answer as fully as if repeated verbatim herein.
8. Defendants admit only so much of paragraph 7 as alleges that the properties described in the Complaint are located in the Crescent in Charleston, South Carolina. As for the remaining allegations of said paragraph, Defendants crave reference to the plat and deed referenced therein and they deny all allegations which differ from the contents of those recorded documents.
9. Answering paragraph 8, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
10. Answering paragraph 9, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
11. Answering the allegations of paragraphs 10 and 11, Defendants crave reference to the records on file with the Charleston County Register of Mesne Conveyances and they deny all allegations which differ from the contents of the documents that appear in the public records.
12. Answering paragraph 12, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
13. Defendants admit, upon information and belief, the allegations of paragraph 13.
14. Answering paragraph 14, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
15. Defendants admit, upon information and belief, the allegations of paragraph 15.

16. Answering the allegations of paragraph 16, Defendants crave reference to the records on file with the Charleston County Register of Mesne Conveyances and they deny all allegations which differ from the contents of the documents that appear in the public record.
17. Answering paragraph 17, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.

AS TO THE FIRST CAUSE OF ACTION

18. Answering paragraph 18, Defendants repeat and reiterate the foregoing portions of the within Answer as fully as if repeated verbatim herein.
19. The allegations of paragraph 19 are merely a description of the Plaintiffs' First Cause of Action and so no response by Defendants is required.
20. Defendants deny so much of paragraph 20 as alleges that the easement referenced therein was not conveyed in the instrument described that paragraph. As for the remaining allegations of said paragraph, Defendants crave reference to the specific terms of the conveyance from Mr. Dwight to Ms. Palmer.
21. Answering the factual allegations of paragraph 21, Defendants crave reference to the specific terms of the easement described therein. The issue of whether a document is or is not ambiguous is a conclusion of law, and therefore Defendants are required neither to admit nor deny that allegation.
22. Defendants deny the allegations of paragraphs 22 and 23.
23. The allegations of paragraph 24 constitute conclusions of law which Defendants are required neither to admit nor deny.
24. Defendants deny the allegations of paragraph 25.

AS TO THE SECOND CAUSE OF ACTION

25. Answering paragraph 26, Defendants repeat and reiterate the foregoing portions of the

within Answer as fully as if repeated verbatim herein.

26. The allegations of paragraph 27 are merely a description of the Plaintiffs' Second Cause of Action and so no response by Defendants is required.
27. Defendants deny the allegations of paragraph 28.
28. The allegations of paragraph 29 constitute conclusions of law which Defendants are required neither to admit nor deny.
29. Defendants deny so much of paragraph 30 as alleges that the easement referenced therein was not conveyed in the instrument described that paragraph. As for the remaining allegations of said paragraph, Defendants crave reference to the specific terms of the conveyance from Mr. Dwight to Ms. Palmer.
30. Answering paragraph 31, Defendants crave reference to the Plat referenced therein and they deny all allegations which differ from the information shown on that plat.
31. They deny the allegations of paragraph 32, 33, 34 and 35.
32. The allegations of paragraph 36 constitute conclusions of law which Defendants are required neither to admit nor deny.
33. They deny the allegations of paragraph 37.

AS TO THE THIRD CAUSE OF ACTION

34. Answering paragraph 38, Defendants repeat and reiterate the foregoing portions of the within Answer as fully as if repeated verbatim herein.
35. The allegations of paragraph 39 are merely a description of the Plaintiffs' Third Cause of Action and so no response by Defendants is required.
36. Defendants deny the allegations of paragraph 40.
37. Answering the factual allegations of paragraph 41, Defendants crave reference to the

specific terms of the easement described therein. The issue of whether a document is or is not ambiguous is a conclusion of law, and therefore Defendants are required neither to admit nor deny that allegation.

38. Defendants deny the allegations of paragraph 42.

39. Defendants deny so much of paragraph 43 as alleges that there was any express or implied agreement that Defendants would use a single point of access from the easement to their property. Defendants admit that they have used and continue to use the pavement over the easement to access their property. They lack knowledge and information sufficient to form a belief as to the remaining allegations of said paragraph and therefore, they deny the same.

40. Answering the allegations of paragraph 44, Defendants admit that the removed vegetation from their own property as they were legally permitted to do.

41. Answering the allegations of paragraph 45, the Defendants admit only that the removal of vegetation from their own property created additional areas on Defendants' property that was unimpeded by vegetation. They deny the remaining allegations of said paragraph.

42. Defendants deny so much of paragraph 46 as alleges that the easement restricts the point or points from which Defendants can access their property from the easement. Defendants admit only so much of said paragraph as alleges that Defendants use various points along the easement to access their property.

43. Defendants admit the allegations of paragraph 47.

44. Defendants admit only so much of paragraph 48 as alleges that Plaintiffs have expressed concerns about alleged damage to the driveway. They deny the remaining allegations of said paragraph.

45. Defendants admit only so much of paragraph 49 as alleges the Defendants and family members continued to use various points along the easement to access their property after Plaintiffs asked them to refrain from that. They deny the remaining allegations of said paragraph.
46. Answering the allegations of paragraph 50, Defendants admit that they have not paid for costs or maintenance of the easement, but they deny that they had any obligation to do so.
47. Defendants deny the allegations of paragraph 51 and 52.
48. Defendants deny the allegations of paragraphs 53, 54, 55 and 56.
49. Defendants lack knowledge and information sufficient to form a belief as to the allegations of paragraph 57 and therefore, they deny the same.
50. They deny the allegations of paragraph 58.

AS TO THE FIFTH CAUSE OF ACTION

51. Answering paragraph 59, Defendants repeat and reiterate the foregoing portions of the within Answer as fully as if repeated verbatim herein.
52. The allegations of paragraph 60 are merely a description of the Plaintiffs' Fifth Cause of Action and so no response by Defendants is required.
53. Defendants deny the allegations of paragraph 61, 62 and 63.

AS TO THE SIXTH CAUSE OF ACTION

54. Answering paragraph 64, Defendants repeat and reiterate the foregoing portions of the within Answer as fully as if repeated verbatim herein.
55. Defendants deny the allegations of paragraphs 65 and 66, being the remaining allegations of the Complaint.

FOR A SECOND DEFENSE

56. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs

have failed to state facts sufficient to constitute a cause of action against Defendants, and therefore the Complaint should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

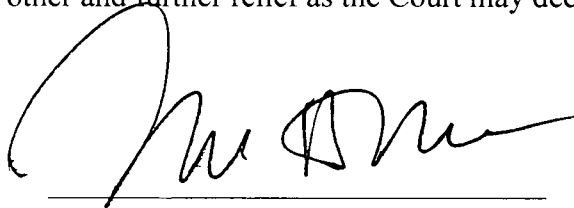
FOR A THIRD DEFENSE

57. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs have failed to join a necessary party and therefore the Complaint should be dismissed pursuant to Rule 19 of the South Carolina Rules of Civil Procedure.

FOR A FOURTH DEFENSE

58. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs' claims are barred by the doctrine of laches.

Wherefore, having fully answered the Complaint the Plaintiffs pray that the same be dismissed with costs and for such other and further relief as the Court may deem just and proper.



John A. Massalon
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Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR DEFENDANTS

CHARLESTON, SOUTH CAROLINA

April 20, 2018

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Laura and Russell Schaible,

Plaintiffs,

v.

Ionka Sonja Taylor and David Abdo,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-10-440

AMENDED ANSWER

FILED
2018 SEP 27 PM 4:29
JULIE J. ARMSTRONG
CLERK OF COURT
BY 7

Defendants, Ilonka Sonja Taylor (incorrectly identified as "Ionka Sonja Taylor") and David Abdo, answering the Complaint ("Complaint") of Plaintiffs by filing and serving the following as their Amended Answer:

FOR A FIRST DEFENSE

1. Defendants deny each and every allegation of the Complaint not specifically admitted herein.
2. Paragraph 1 is merely Plaintiffs' description of their Complaint and does not require a response by Defendants.
3. The allegations of paragraph 2 constitute conclusions of law which Defendants are required neither to admit nor deny.
4. Defendants admit, upon information and belief, the allegations of paragraph 3.
5. Defendants admit so much of paragraph 4 as allege that they are the owners of Lot 6, Block K, 29 Broughton Road which is identified as Charleston County TMS No. 421-14-00-024 and that they are citizens and residents of Charleston County. As for the remaining allegations of said paragraph, Defendants crave reference to the tax records of Charleston

- County referenced therein and they deny all allegations which differ from those records.
6. The allegations of paragraph 5 constitute conclusions of law which Defendants are required neither to admit nor deny.
 7. Answering the allegations of paragraph 6, Defendants repeat and reiterate the foregoing portions of the within Amended Answer as fully as if repeated verbatim herein.
 8. Defendants admit only so much of paragraph 7 as alleges that the properties described in the Complaint are located in the Crescent in Charleston, South Carolina. As for the remaining allegations of said paragraph, Defendants crave reference to the plat and deed referenced therein and they deny all allegations which differ from the contents of those recorded documents.
 9. Answering paragraph 8, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
 10. Answering paragraph 9, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
 11. Answering the allegations of paragraphs 10 and 11, Defendants crave reference to the records on file with the Charleston County Register of Mesne Conveyances and they deny all allegations which differ from the contents of the documents that appear in the public records.
 12. Answering paragraph 12, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
 13. Defendants admit, upon information and belief, the allegations of paragraph 13.
 14. Answering paragraph 14, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.

15. Defendants admit, upon information and belief, the allegations of paragraph 15.
16. Answering the allegations of paragraph 16, Defendants crave reference to the records on file with the Charleston County Register of Mesne Conveyances and they deny all allegations which differ from the contents of the documents that appear in the public record.
17. Answering paragraph 17, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.

AS TO THE FIRST CAUSE OF ACTION

18. Answering paragraph 18, Defendants repeat and reiterate the foregoing portions of the within Amended Answer as fully as if repeated verbatim herein.
19. The allegations of paragraph 19 are merely a description of the Plaintiffs' First Cause of Action and so no response by Defendants is required.
20. Defendants deny so much of paragraph 20 as alleges that the easement referenced therein was not conveyed in the instrument described in that paragraph. As for the remaining allegations of said paragraph, Defendants crave reference to the specific terms of the conveyance from Mr. Dwight to Ms. Palmer.
21. Answering the factual allegations of paragraph 21, Defendants crave reference to the specific terms of the easement described therein. The issue of whether a document is or is not ambiguous is a conclusion of law, and therefore Defendants are required neither to admit nor deny that allegation.
22. Defendants deny the allegations of paragraphs 22 and 23.
23. The allegations of paragraph 24 constitute conclusions of law which Defendants are required neither to admit nor deny.
24. Defendants deny the allegations of paragraph 25.

AS TO THE SECOND CAUSE OF ACTION

25. Answering paragraph 26, Defendants repeat and reiterate the foregoing portions of the within Amended Answer as fully as if repeated verbatim herein.
26. The allegations of paragraph 27 are merely a description of the Plaintiffs' Second Cause of Action and so no response by Defendants is required.
27. Defendants deny the allegations of paragraph 28.
28. The allegations of paragraph 29 constitute conclusions of law which Defendants are required neither to admit nor deny.
29. Defendants deny so much of paragraph 30 as alleges that the easement referenced therein was not conveyed in the instrument described in that paragraph. As for the remaining allegations of said paragraph, Defendants crave reference to the specific terms of the conveyance from Mr. Dwight to Ms. Palmer.
30. Answering paragraph 31, Defendants crave reference to the Plat referenced therein and they deny all allegations which differ from the information shown on that plat.
31. They deny the allegations of paragraphs 32, 33, 34 and 35.
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38. Defendants deny the allegations of paragraph 42.
39. Defendants deny so much of paragraph 43 as alleges that there was any express or implied agreement that Defendants would use a single point of access from the easement to their property. Defendants admit that they have used and continue to use the pavement over the easement to access their property. They lack knowledge and information sufficient to form a belief as to the remaining allegations of said paragraph and therefore, they deny the same.
40. Answering the allegations of paragraph 44, Defendants admit that they removed vegetation from their own property as they were legally permitted to do.
41. Answering the allegations of paragraph 45, the Defendants admit only that the removal of vegetation from their own property created additional areas on Defendants' property that was unimpeded by vegetation. They deny the remaining allegations of said paragraph.
42. Defendants deny so much of paragraph 46 as alleges that the easement restricts the point or points from which Defendants can access their property from the easement. Defendants admit only so much of said paragraph as alleges that Defendants use various points along the easement to access their property.
43. Defendants admit the allegations of paragraph 47.
44. Defendants lack knowledge and information sufficient to form a belief as to the allegations of paragraph 48 as stated and therefore, deny the same. To the extent Paragraph 48 alleges

that Plaintiffs have expressed concern to Defendants about damages being caused to the driveway from unintended and impermissible use, Defendants deny said allegations.

45. Defendants admit only so much of paragraph 49 as alleges the Defendants and family members continued to use various points along the easement to access their property after Plaintiffs asked them to refrain from that. They deny the remaining allegations of said paragraph.

46. Answering the allegations of paragraph 50, Defendants admit that they have not paid for costs or maintenance of the easement, but they deny that they had any obligation to do so.

47. Defendants deny the allegations of paragraphs 51 and 52.

48. Defendants deny the allegations of paragraphs 53, 54, 55 and 56.

49. Defendants lack knowledge and information sufficient to form a belief as to the allegations of paragraph 57 and therefore, they deny the same.

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AS TO THE FIFTH CAUSE OF ACTION

51. Answering paragraph 59, Defendants repeat and reiterate the foregoing portions of the within Amended Answer as fully as if repeated verbatim herein.

52. The allegations of paragraph 60 are merely a description of the Plaintiffs' Fifth Cause of Action and so no response by Defendants is required.

53. Defendants deny the allegations of paragraphs 61, 62 and 63.

AS TO THE SIXTH CAUSE OF ACTION

54. Answering paragraph 64, Defendants repeat and reiterate the foregoing portions of the within Amended Answer as fully as if repeated verbatim herein.

55. Defendants deny the allegations of paragraphs 65 and 66, being the remaining allegations of the Complaint.

FOR A SECOND DEFENSE

56. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs have failed to state facts sufficient to constitute a cause of action against Defendants, and therefore the Complaint should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

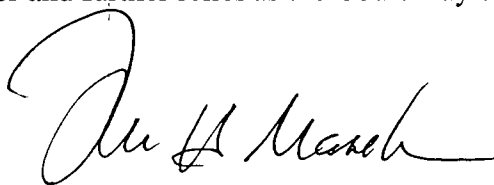
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FOR A FOURTH DEFENSE

58. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs' claims are barred by the doctrine of laches.

Wherefore, having fully answered the Complaint the defendants pray that the same be dismissed with costs and for such other and further relief as the Court may deem just and proper.



John A. Massalon
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR DEFENDANTS

CHARLESTON, SOUTH CAROLINA

September 27, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2018-CP-10-440
Laura and Russell Schaible,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	<u>SECOND AMENDED ANSWER</u>
	)	<u>AND COUNTERCLAIM</u>
Ionka Sonja Taylor and David Abdo,	)	
	)	
Defendants.	)	
	)	

Defendants, Ilonka Sonja Taylor (incorrectly identified as “Ionka Sonja Taylor”) and David Abdo, answering the Complaint (“Complaint”) of Plaintiffs by filing and serving the following as their Second Amended Answer and Counterclaim:

FOR A FIRST DEFENSE

1. Defendants deny each and every allegation of the Complaint not specifically admitted herein.
2. Paragraph 1 is merely Plaintiffs’ description of their Complaint and does not require a response by Defendants.
3. The allegations of paragraph 2 constitute conclusions of law which Defendants are required neither to admit nor deny.
4. Defendants admit, upon information and belief, the allegations of paragraph 3.
5. Defendants admit so much of paragraph 4 as allege that they are the owners of Lot 6, Block K, 29 Broughton Road which is identified as Charleston County TMS No. 421-14-00-024 and that they are citizens and residents of Charleston County. As for the remaining allegations of said paragraph, Defendants crave reference to the tax records of Charleston

- County referenced therein and they deny all allegations which differ from those records.
6. The allegations of paragraph 5 constitute conclusions of law which Defendants are required neither to admit nor deny.
 7. Answering the allegations of paragraph 6, Defendants repeat and reiterate the foregoing portions of the within Amended Answer as fully as if repeated verbatim herein.
 8. Defendants admit only so much of paragraph 7 as alleges that the properties described in the Complaint are located in the Crescent in Charleston, South Carolina. As for the remaining allegations of said paragraph, Defendants crave reference to the plat and deed referenced therein and they deny all allegations which differ from the contents of those recorded documents.
 9. Answering paragraph 8, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
 10. Answering paragraph 9, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
 11. Answering the allegations of paragraphs 10 and 11, Defendants crave reference to the records on file with the Charleston County Register of Mesne Conveyances and they deny all allegations which differ from the contents of the documents that appear in the public records.
 12. Answering paragraph 12, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.
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 14. Answering paragraph 14, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.

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16. Answering the allegations of paragraph 16, Defendants crave reference to the records on file with the Charleston County Register of Mesne Conveyances and they deny all allegations which differ from the contents of the documents that appear in the public record.
17. Answering paragraph 17, Defendants crave reference to the deed referenced therein and they deny all allegations which differ from the contents of that deed.

AS TO THE FIRST CAUSE OF ACTION

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19. The allegations of paragraph 19 are merely a description of the Plaintiffs' First Cause of Action and so no response by Defendants is required.
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AS TO THE SECOND CAUSE OF ACTION

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27. Defendants deny the allegations of paragraph 28.
28. The allegations of paragraph 29 constitute conclusions of law which Defendants are required neither to admit nor deny.
29. Defendants deny so much of paragraph 30 as alleges that the easement referenced therein was not conveyed in the instrument described in that paragraph. As for the remaining allegations of said paragraph, Defendants crave reference to the specific terms of the conveyance from Mr. Dwight to Ms. Palmer.
30. Answering paragraph 31, Defendants crave reference to the Plat referenced therein and they deny all allegations which differ from the information shown on that plat.
31. They deny the allegations of paragraphs 32, 33, 34 and 35.
32. The allegations of paragraph 36 constitute conclusions of law which Defendants are required neither to admit nor deny.
33. They deny the allegations of paragraph 37.

AS TO THE THIRD CAUSE OF ACTION

34. Answering paragraph 38, Defendants repeat and reiterate the foregoing portions of the within Second Amended Answer and Counterclaim as fully as if repeated verbatim herein.
35. The allegations of paragraph 39 are merely a description of the Plaintiffs' Third Cause of Action and so no response by Defendants is required.

36. Defendants deny the allegations of paragraph 40.
37. Answering the factual allegations of paragraph 41, Defendants crave reference to the specific terms of the easement described therein. The issue of whether a document is or is not ambiguous is a conclusion of law, and therefore Defendants are required neither to admit nor deny that allegation.
38. Defendants deny the allegations of paragraph 42.
39. Defendants deny so much of paragraph 43 as alleges that there was any express or implied agreement that Defendants would use a single point of access from the easement to their property. Defendants admit that they have used and continue to use the pavement over the easement to access their property. They lack knowledge and information sufficient to form a belief as to the remaining allegations of said paragraph and therefore, they deny the same.
40. Answering the allegations of paragraph 44, Defendants admit that they removed vegetation from their own property as they were legally permitted to do.
41. Answering the allegations of paragraph 45, the Defendants admit only that the removal of vegetation from their own property created additional areas on Defendants' property that was unimpeded by vegetation. They deny the remaining allegations of said paragraph.
42. Defendants deny so much of paragraph 46 as alleges that the easement restricts the point or points from which Defendants can access their property from the easement. Defendants admit only so much of said paragraph as alleges that Defendants use various points along the easement to access their property.
43. Defendants admit the allegations of paragraph 47.
44. Defendants lack knowledge and information sufficient to form a belief as to the allegations

of paragraph 48 as stated and therefore, deny the same. To the extent Paragraph 48 alleges that Plaintiffs have expressed concern to Defendants about damages being caused to the driveway from unintended and impermissible use, Defendants deny said allegations.

45. Defendants admit only so much of paragraph 49 as alleges the Defendants and family members continued to use various points along the easement to access their property after Plaintiffs asked them to refrain from that. They deny the remaining allegations of said paragraph.

46. Answering the allegations of paragraph 50, Defendants admit that they have not paid for costs or maintenance of the easement, but they deny that they had any obligation to do so.

47. Defendants deny the allegations of paragraphs 51 and 52.

48. Defendants deny the allegations of paragraphs 53, 54, 55 and 56.

49. Defendants lack knowledge and information sufficient to form a belief as to the allegations of paragraph 57 and therefore, they deny the same.

50. They deny the allegations of paragraph 58.

AS TO THE FIFTH CAUSE OF ACTION

51. Answering paragraph 59, Defendants repeat and reiterate the foregoing portions of the within Second Amended Answer and Counterclaim as fully as if repeated verbatim herein.

52. The allegations of paragraph 60 are merely a description of the Plaintiffs' Fifth Cause of Action and so no response by Defendants is required.

53. Defendants deny the allegations of paragraphs 61, 62 and 63.

AS TO THE SIXTH CAUSE OF ACTION

54. Answering paragraph 64, Defendants repeat and reiterate the foregoing portions of the within Second Amended Answer as fully as if repeated verbatim herein.

55. Defendants deny the allegations of paragraphs 65 and 66, being the remaining allegations of the Complaint.

FOR A SECOND DEFENSE

56. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs have failed to state facts sufficient to constitute a cause of action against Defendants, and therefore the Complaint should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

57. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs have failed to join a necessary party and therefore the Complaint should be dismissed pursuant to Rule 19 of the South Carolina Rules of Civil Procedure.

FOR A FOURTH DEFENSE

58. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs' claims are barred by the doctrine of laches.

FOR A FIFTH DEFENSE

59. Further answering the allegations of the Complaint, Defendants allege that the Plaintiffs' claims are barred by the doctrine of mistake as to the 1959 deeds referenced herein, which erroneously describe the easement at issue as lying between Lot 5 and Lot 6.

FOR A FIRST COUNTERCLAIM

60. Defendants repeat and reiterate the foregoing portions of the within Second Amended Answer and Counterclaim as fully as if repeated herein verbatim.

61. Plaintiffs are citizens and residents of Charleston County and the owners of real property located at Lot 5, Block K, 31 Broughton Road which is identified as Charleston County TMS No. 421-14-00-023.

62. Defendants are citizens and residents of Charleston County and the owners of Lot 6, Block K, 29 Broughton Road which is identified as Charleston County TMS No. 421-14-00-024.
63. The matters that form the basis of this counterclaim occurred in Charleston County, South Carolina.
64. This Court has jurisdiction over the parties to and subject matter of this action.
65. Venue is proper in Charleston County, South Carolina.
66. The properties at issue herein are located in the subdivision known as The Crescent in the City of Charleston, Charleston County, South Carolina. The properties are shown in a deed from Wappoo Realty Company to Marie G. Dwight and an attached plat prepared by J.P. Gaillard in February 1929.
67. On or about May 11, 1940, Charles S. Dwight acquired title to Lot 4, Lot 5 and Lot 6 from Marie G. Dwight by deed recorded in the Charleston County RMC Office at Book R51, Page 125.
68. In September 1959, Mr. Dwight conveyed Lot 6 to Rebecca Palmer, a predecessor in title to Defendants. In December 1959, Mr. Dwight conveyed Lot 4 to John J. Murray and Irma J. Murray, a predecessor in title to Ms. Ann Carr, the current owner of Lot 4.
69. The 1959 deeds for Lot 4 and Lot 6 are identical, but for a scrivener's error in the description of the location of the easement in the deed for Lot 6 as being "between Lot 4, Block K and Lot 5, Block K." However, all other deeds in the chain of title for Lot 4 and Lot 6 starting with Mr. Dwight and ending with the Defendants and Ms. Carr contain a reference to the 1929 Gaillard Plat that shows the easement is in fact located between Lot 4 and Lot 6.

70. As acknowledged in Paragraph 12 of the Complaint, the deed to Defendants from Charles E. Palmer, Jr., Faye Palmer Priester and Sara Palmer Reynolds correctly describes the easement as “lying between Lot 4, Block K and Lot 6, Block K, as shown on the [1929 Gaillard] plat...”.
71. Pursuant to the South Carolina Declaratory Judgment Act, Sections 15-53-10 et seq., Code of Laws of South Carolina, 1976, as amended, this Court has the power to declare “rights, status, and other legal relations.”
72. Therefore, Defendant prays for a declaration under S.C. Code Ann. Section 15-53-10 et seq. that (1) the correct description of the property, as evidenced by every deed in the chain of title for Lot 4 and Lot 6 other than the 1959 deed, is that the easement lies between Lot 4, Block K and Lot 6, Block K rather than between Lot 5 and Lot 6, and (2) that the 1959 deed, which mistakenly describes the easement as lying between Lot 5 and Lot 6, be reformed to show the correct description of the property in accordance with the other deeds found in the chain of title for Lot 4 and Lot 6.

FOR A SECOND COUNTERCLAIM

73. Defendants repeat and reiterate the foregoing portions of the within Second Amended Answer and Counterclaim as fully as if repeated herein verbatim.
74. At the conclusion of the trial if judgment is granted in Defendants’ favor, Defendants will request a finding from the Court that the Plaintiffs’ claims were frivolous or not reasonably founded in fact or brought for some purpose other than the adjudication of the claims alleged pursuant to S.C. Code Ann Section 15-36-10.

Wherefore, having fully answered the Complaint and alleged counterclaims the defendants pray that the same be dismissed with costs and for such other and further relief as the Court may

deem just and proper.

s/John A. Massalon
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ATTORNEYS FOR DEFENDANTS

CHARLESTON, SOUTH CAROLINA

September 17, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	C/A No. 2018-CP-10-00440

Laura and Russell Schaible,	)	
	)	
Plaintiffs,	)	PLAINTIFFS' ANSWER TO
	)	COUNTERCLAIMS
v.	)	
	)	
Ionka Sonja Taylor and David Abdo,)	)	
	)	
Defendants.	)	
_____	)	

NOW COMES Plaintiffs, Laura and Russell Schaible, ("Plaintiffs"), answering the above-named Defendants, Ionka Sonja Taylor and David Abdo's counterclaims herein as follows:

FOR A FIRST DEFENSE

1. Plaintiffs deny each and every allegation of the Counterclaims not specifically admitted herein.
2. Paragraphs 1 through 59 are merely Defendant's restatement and description of their First Amended Answer and do not require a response.

AS TO THE FIRST CAUSE OF ACTION

3. Paragraph 60 is merely Defendant's restatement and description of their Second Amended Answer and does not require a response. To the extent a response is required, answering the allegations of Paragraph 60, Plaintiffs repeat and reiterate the foregoing portions of the within Answer to Counterclaims as if repeated verbatim herein.
4. The Plaintiffs admit the allegations of Paragraphs 61.
5. The Plaintiffs admit the allegations of Paragraphs 62.

6. As to Paragraphs 63, 64, and 65, at this time, the Plaintiffs do not dispute the jurisdiction of the Court as to these counterclaims or the venue being proper.
7. Upon information and belief, Plaintiffs admit so much of Paragraph 66 as alleges that the properties at issue are located in a subdivision known as The Crescent in the City of Charleston, South Carolina. Answering the remaining allegations of Paragraph 66, Plaintiffs crave reference to the deed from Wappoo Realty and the alleged attached plat as referenced therein and deny any allegation inconsistent with those documents.
8. Answering the allegations of Paragraph 67, Plaintiffs crave reference to the deed as referenced therein and deny any allegation inconsistent with those documents.
9. Answering the allegations of Paragraph 68, Plaintiffs crave reference to the deeds for the property transfers referenced therein and deny any allegation inconsistent with those documents.
10. Upon information and belief, Plaintiffs deny so much of Paragraph 69 as alleges that the “description of the easement in the [1959] deed for Lot 6...” is or contains a scrivener’s error. Answering the remaining allegations of Paragraph 69, Plaintiffs crave reference to the deeds for the property transfers referenced as being in the chain of title for Lot 4 and Lot 6 therein and deny any allegation inconsistent with those documents.
11. Answering the allegations of Paragraph 70, Plaintiffs crave reference to the deed for the property transfer referenced therein and deny any allegation inconsistent with that document. Plaintiffs specifically deny any assertion in Paragraph 70 that the Complaint acknowledges the deed referenced in Paragraph 12 of the Complaint correctly describes the easement.

12. The allegations of Paragraph 71 constitute conclusions of law which the Plaintiffs are required to neither admit nor deny.

13. Paragraph 72 is merely the Defendants' prayer and therefore Plaintiffs are neither required to admit or deny. To the extent an answer to the allegations of Paragraph 72 is required, Plaintiffs deny all allegations of Paragraph 72.

AS TO THE SECOND CAUSE OF ACTION

14. Paragraph 73 is merely Defendants' restatement and description of their Second Amended Answer and does not require a response. To the extent a response is required, answering the allegations of Paragraph 73, Plaintiffs repeat and reiterate the foregoing portions of the within Answer to Counterclaims as if repeated verbatim herein.

15. Paragraph 74 is merely the Defendants' prayer and therefore Plaintiffs are neither required to admit or deny. To the extent an answer to the allegations of Paragraph 74 is required, Plaintiffs deny all allegations of Paragraph 74.

FOR A SECOND DEFENSE (Failure to State a Claim)

16. Plaintiffs reassert and reallege the above paragraphs as if repeated verbatim herein.

17. Plaintiffs would show that the Defendants have failed to state a claim upon which relief may be granted, and the Counterclaims should therefore be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE (Standing)

18. Plaintiffs reassert and reallege the allegations of the preceding paragraphs as if repeated verbatim herein.

19. The Defendants' Counterclaims may be barred, in whole or in part, due to lack of standing.

FOR A FOURTH DEFENSE (Waiver/ Equitable Estoppel)

20. Plaintiffs reassert and reallege the allegations of the preceding paragraphs as if repeated verbatim herein.
21. The Defendants have knowingly asserted one or more inconsistent positions such that Plaintiffs have made a reasonable reliance on the conduct of the Defendant and have been prejudiced and suffered damages, including, but not limited to, costs and attorneys' fees.
22. The Defendants' Counterclaims may be barred, in whole or in part, by the doctrines of waiver and/or equitable estoppel.

FOR AN FIFTH DEFENSE (Failure to Mitigate)

23. Plaintiffs reassert and reallege the allegations of the preceding paragraphs as if repeated verbatim herein.
24. The Defendants have failed to mitigate their damages.

FOR A SIXTH DEFENSE (Unclean Hands)

25. Plaintiffs reassert and reallege the allegations of the preceding paragraphs as if repeated verbatim herein.
26. Certain actions of the Defendants were inequitable and related directly to the subject matter of this lawsuit and those actions caused prejudice and damages to Plaintiffs, including, but not limited to, costs and attorney's fees.

FOR A SEVENTH DEFENSE (Laches)

27. Plaintiffs reassert and reallege the allegations of the preceding paragraphs as if repeated verbatim herein.

28. The Defendants' Counterclaims may be barred, in whole or in part, by the doctrine of laches because of their delay in bringing this action, which is unreasonable under the circumstances.

29. The Defendants' delay caused prejudice and damages to Plaintiffs including, but not limited to, costs and attorney's fees.

FOR A EIGHTH DEFENSE (Attorneys' Fees Not Recoverable)

30. Plaintiffs reassert and reallege the allegations of the preceding paragraphs as if repeated verbatim herein.

31. The Defendants' Counterclaims fails to state a basis upon which attorneys' fees can be awarded and therefore The Defendant' prayer for attorneys' fees must be stricken.

FOR A NINTH DEFENSE (Due Process)

32. Plaintiffs reassert and reallege the allegations of the preceding paragraphs as if repeated verbatim herein.

33. The Defendants' claims for punitive damages, if any, are barred by the Due Process Clause of the Constitution of the United States, South Carolina's Constitution, and similar provisions in the applicable state and federal constitutions, statutes, common law, and public policies.

FOR A TENTH DEFENSE (Reservation of Additional Defenses)

34. Plaintiffs reassert and reallege the allegations of the preceding paragraphs as if repeated verbatim herein.

35. Plaintiffs hereby gives notice that they intend to rely upon such other affirmative defenses as may become available or apparent during the course of discovery and thus reserves the right to amend his Answer to assert any such defense.

WHEREFORE, having fully answered Defendants' Counterclaims, Plaintiffs pray that the same be dismissed or in the alternative, for judgment in their favor on all claims asserted against them, for costs and attorneys' fees related to this action, for prejudgment interest and for such other and further relief as the Court may deem just and proper.

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October 23, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	FOR THE 9 th JUDICIAL CIRCUIT
	)	
	)	CIVIL ACTION NO. 2025-CP-10-03402
Laura Schaible and Russell Schaible,	)	
	)	
	)	
Plaintiffs,	)	<u>DEFENDANTS' MOTION FOR</u>
	)	<u>RECONSIDERATION</u>
v.	)	
	)	
Ilonka Sonja Taylor and David Abdo,	)	
	)	
Defendants.	)	
_____	)	

Defendants, Ilonka Sonja Taylor (incorrectly identified as “Ionka Sonja Taylor”) and David Abdo, by and through their undersigned counsel, respectfully move this Court pursuant to Rule 59 and Rule 52 SCRCF to reconsider and alter or amend the order entered on January 13, 2026 (“the Order”) granting relief to Plaintiffs Laura Schaible and Russell Schaible, or, alternatively, state that it is explicitly ruling on each of the grounds listed below.

This motion is filed within ten (10) days of the entry of the Order. The specific grounds for this Motion are as set forth herein.

STANDARD

A motion under Rule 59(e) has long been viewed as a “motion for reconsideration.” *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004). The Supreme Court has clarified that a party may file a motion to reconsider “when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it.” *Id.* at 24, 602 S.E.2d at 780. “There is nothing inherently unfair in allowing a party one final chance not only to call the court’s attention to a possible misapprehension of an earlier argument, but also to revisit a previously raised

argument.” *Elam*, 361 S.C. at 22, 602 S.E.2d at 779. “It is inherently unfair to disallow such an opportunity.” *Id.*

ARGUMENT

I. Statute of Limitations

Defendants have filed a Motion to Supplement Pleadings pursuant to Rule 15(b) SCRPC along with Defendants’ filing of this Motion for Reconsideration. Defendants’ Motion to Supplement Pleadings seeks to supplement Defendants’ Second Amended Answer and Counterclaim to assert the affirmative defense of statute of limitations in order to conform the pleadings to the issues actually tried and litigated by the parties. As discussed in the Motion to Supplement Pleadings, although the statute of limitations defense was not expressly pled by Defendants, the factual and legal issues underlying that defense were fully noticed, developed, and litigated, particularly through Defendants pled and litigated defense of laches. Defendants request that the Court amends the Order to issue a ruling on the affirmative defense of statute of limitations.

Defendants assert that all of the causes of action asserted by Plaintiff in this action are barred by S.C. Code Ann. §15-3-340, which is a ten (10) year statute of limitations for actions for the recovery of real property or the recovery of possession of real property. The gravamen of Plaintiffs’ complaint is to have the Court determine that Plaintiffs have exclusive possession of Lot 5 by declaring that Defendants have no right to possession of Lot 5 under the express easement (the “Express Easement”) created by the 1959 deed from Charles S. Dwight to Rebecca M. Palmer recorded at Book R68, Page 10 (the “Express Easement Instrument”). Plaintiffs’ action attacks Defendants’ use of Lot 5 for access to Lot 6 pursuant to the Express Easement as a violation of Plaintiffs’ rights to exclusive possession of Lot 5.

Easement rights are possession of real property subject to §15-3-340 and an action challenging easement rights is an action for recovery of possession of real property subject to §15-

3-340. *See Bowen v. Team*, 40 S.C.L. 298 (S.C. App. L. 1853)(discussing a predecessor statute to §15-3-340: “The Act of limitations (1712; P. L. 101; 2 Stat. 583) in its very words, covers the case, and will shut out the plaintiff's right to recover for an easement, exactly as it would the land itself. Let it be remembered, before we read the Act, that a right of way is a hereditament, incorporeal as to the right, but yet capable of possession, in the real thing which it confers, and arising most generally from possession.”) *See also Du Pont v. Charleston Bridge Co.*, 65 S.C. 524, 44 S.E. 86 (1903).¹ In determining whether a proceeding is an action for the recovery of real property within the meaning of the statute of limitations, the pleadings as a whole must be considered. *Winn v. Grantham*, 263 S.C. 368, 371, 210 S.E.2d 602, 603 (1974). “The character of an action is not to be determined by the terminology which the pleaders may chance to give to it.” *Walsh v. Evans*, 112 S.C. 131, 136, 99 S.E. 546, 548 (1919). “[W]hen a defendant's right to property is attacked and in his answer he raises the ‘flag of dominion’ the issue of recovery has been established.” *Winn*, 263 S.C. at 372, 210 S.E.2d at 604.

In the current action, Plaintiffs’ complaint challenges Defendants’ use of a portion of Lot 5 pursuant to the Express Easement, which use right is Defendants’ possession of the portion of Lot 5 subject to the Express Easement. Defendants asserted in their responsive pleadings that Defendants’ rights to use Lot 5 pursuant to the Express Easement were valid, thus raising Defendants’ “flag of dominion” over Defendants’ possessory rights over the portion of Lot 5 subject to the Express Easement. Defendants’ use of Lot 5 pursuant to the Express Easement is possession of real property subject to §15-3-340 and Plaintiffs’ action is an action for the recovery of possession of real property subject to §15-3-340.

¹ Defendants have not found any published appellate court opinions that address whether the current statute of limitations, §15-3-340, applies to an action by a property owner to recover exclusive possession of property from a party claiming possession under an express easement. The South Carolina Court of Appeals has addressed that issue in an unpublished opinion, which is not precedent. (*Portside Owners Ass'n, Inc. v. S. Beach Racquet Club, Inc.*, No. 2008-UP-153, 2008 WL 9837329 (S.C. Ct. App. Mar. 11, 2008)).

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

Plaintiffs’ action may only be maintained if Plaintiffs were in exclusive possession of Lot 5 within ten years prior to January 30, 2018, which is the date they commenced this action. That means Plaintiffs must have excluded Defendants from Lot 5 at some point in time after January 30, 2008. Defendants acquired the right to use the Express Easement on August 27, 2007 when they acquired Lot 6. Defendants have used Lot 5 to access Lot 6 since that point in time. No evidence was presented at trial showing that Plaintiffs were in exclusive possession of Lot 5 at any time between January 30, 2008 and January 30, 2018. Instead, the evidence presented at trial shows that Plaintiffs never excluded Defendants from Lot 5 prior to commencing this action on January 20, 2018. The evidence shows that Plaintiffs knew the Defendants were using Lot 5 to access Lot 6 pursuant to the Express Easement, and suffered Defendants’ use of Lot 5 to access Lot 6 pursuant to the Express Easement, for a period extending back into 2007, which is more than ten years prior to Plaintiffs’ commencement of this action.

All of the evidence presented to the Court shows that Plaintiffs’ action is barred by §15-3-340. Defendants request that the Court amends the Order to rule in favor of Defendants on all of Plaintiffs’ causes of action based on the statute of limitations.

II. Laches

Defendants asserted the affirmative defense of laches but the Order does not contain a ruling on laches. Defendants request that the Court amends the Order to issue a ruling on the affirmative defense of laches.

III. Express Easement Creation.

The Court ruled in the Order that the Express Easement Instrument, which conveyed Lot 6 as shown on the plat titled "Map of Lots No. 4-5 and 6 Section K of The Crescent" prepared by J.P. Gaillard, dated February 1929 and recorded in Book F-35, Page 168 (the "Lot 4-6 Plat") did not create an express easement over Lot 5 because the language reserving the easement described an impossible location. The Court ruled that the language reserving the Express Easement in the Express Easement Instrument described an impossible location on Lot 5 based on the isolated phrase "between Lot 4, Block K and Lot 5, Block K", that this isolated phrase in the Express Easement Instrument controls the interpretation of the instrument, and that the Express Easement does not exist because it was void *ab initio* at the time of creation. These rulings were error.

An express easement does not require a definite statement as to exact location. See 25 Am. Jur. 2d Easements and Licenses § 55. Failure to precisely describe the location of an easement is not necessarily fatal to its validity. *James v. Chicago Title Ins. Co.*, 2014 MT 325, 339 P.3d 420 (Mont. 2014). Although the law does not require legal perfection in the description of an easement, the description must be sufficiently full and definite to afford means of identification. *WS CE Resort Owner, LLC v. Holland*, 360 Ga. App. 720, 860 S.E.2d 637 (2021), cert. denied, (Feb. 15, 2022).

The ruling interprets the easement reservation in the Express Easement Instrument by reading a single phrase isolation, rather than construing the instrument as a whole and giving effect to every part of it. This interpretation produces an absurd result, which rules of construction require to be avoided. "A grant of an easement is to be construed in accordance with the rules applied to deeds and other written instruments." *Floyd v. Dross*, 442 S.C. 79, 88, 897 S.E.2d 191, 196 (Ct. App. 2024)(citing *Binkley v. Rabon Creek Watershed Conservation Dist. of Fountain Inn*, 348 S.C. 58, 71, 558 S.E.2d 902, 909 (Ct. App. 2001) (quoting 28A C.J.S. Easements § 57 at 235 (1996))). "In determining the grantor's intent, the deed must be construed as a whole and effect

given to every part if it can be done consistently with the law.” *Proctor v. Steedley*, 398 S.C. 561, 573, 730 S.E.2d 357, 363 (Ct. App. 2012) (quoting *Windham*, 381 S.C. at 201, 672 S.E.2d at 582–83). Deeds may be construed using the rules of contract interpretation. *Id.* (citing *S.C. Dep’t of Nat. Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302–03 (2001)). “Common sense and good faith are the leading touchstones of the construction of a contract[,] and contracts are to be so construed as to avoid an absurd result. Where one construction would make a contract unusual or extraordinary and another, equally consistent, would make the contract reasonable, fair[,] and just, the latter construction will prevail.” *Id.* (citing *McCune v. Myrtle Beach Indoor Shooting Range, Inc.*, 364 S.C. 242, 248, 612 S.E.2d 462, 465 (Ct. App. 2005) (quoting *Georgetown Mfg. & Warehouse Co. v. S.C. Dep’t of Agric.*, 301 S.C. 514, 518, 392 S.E.2d 801, 804 (Ct. App. 1990))).

The easement reservation language clearly describes the easement being located on Lot 5: “[t]ogether with a permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K...” (Emphasis added.) Additionally, the easement reservation language describes the easement through express reference to the Lot 4-6 Plat “...as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described, from Broughton Road.” The Lot 4-6 Plat clearly and unambiguously shows a narrow portion of Lot 5 that is fifteen feet wide, located between Lot 4 and Lot 6, and abutting Broughton Road.

Boundaries of an easement that are shown on a plat expressly incorporated by reference into the instrument creating the easement determine the area burdened by the easement. See *Martin v. Bay*, 400 S.C. 140, 145-152, 732 S.E.2d 667, 670-673 (Ct. App. 2012); *Hobonny Club, Inc. v. McEachern*, 272 S.C. 392, 397, 252 S.E.2d 133, 136 (1979); *Carolina Land Co., Inc. v. Bland*, 265 S.C. 98, 105, 217 S.E.2d 16, 19 (1975); *Bennett v. Invs. Title Ins. Co.*, 370 S.C. 561, 635 S.E.2d 660 (Ct. App. 2006). “As a general rule, when maps, plats, or field notes are referred

to in a grant or conveyance they are to be regarded as incorporated into the instrument and are usually held to furnish the true description of the boundaries of the land....” *Holly Hill Lumber Co. v. Grooms*, 198 S.C. 118, 135, 16 S.E.2d 816, 823 (1941).

The Order does not reflect that the Court weighed any evidence of the boundaries of the Express Easement to determine its location. “When determining boundaries, resort is generally had first to natural boundaries, next to artificial monuments, then to adjacent boundaries, and last to courses and distances.” *Bodiford v. Spanish Oak Farms, Inc.*, 317 S.C. 539, 455 S.E.2d 194 (Ct. App. 1995). (citing *Garrett v. Locke*, 309 S.C. 94, 98, 419 S.E.2d 842, 845 (Ct.App.1992)). “This rule, however, merely indicates the weight generally given to each type of evidence of location.” *Id.* (citing *Southern Realty & Investment Co. v. Keenan*, 99 S.C. 200, 207–09, 83 S.E. 39, 41–42 (1914)). “The rule does not provide an order of admissibility, such that evidence of artificial boundaries is admissible only if there is no evidence of natural boundaries.” *Id.* “The facts of a case may therefore require that an inferior means of location be preferred over a higher means of location.” *Id.*

The Order bases the Court’s determination of the boundaries of the Express Easement solely on the isolated phrase “between Lot 4, Block K and Lot 5, Block K”. The Court should have read and interpreted the Express Easement Instrument as a whole and considered every part of it. The easement reservation language describes the Express Easement as being located on Lot 5. The Lot 4-6 Plat clearly shows the location of the narrow fifteen-foot-wide portion of Lot 5 abutting Broughton Road and in between Lot 4 and Lot 6. The Lot 4-6 Plat also clearly shows artificial monuments (“pipes”) establishing at least two of the boundaries of the Express Easement on the narrow fifteen-foot-wide portion of Lot 5 between Lot 4 and Lot 6. All of this evidence of the location of the Express Easement was within the four corners of the Express Easement Instrument and should have been considered and weighed by the court.

When the Express Easement Instrument is read as a whole and every part of it is given effect, the easement reservation language clearly and unambiguously creates an express easement over Lot 5 for the purpose of ingress and egress to Lot 6 from Broughton Road. Defendants request that the Court amends the Order to rule that the Express Easement was validly created by the Express Easement Instrument.

IV. Appurtenant Easement.

The Court ruled in the Order that if an express easement was created by the Express Easement Instrument, then it was an easement in gross rather than an appurtenant easement. The Court determined that the Express Easement was not an appurtenant easement because it was not essentially necessary to Lot 6. This ruling was error.

“[E]asements in gross are not favored by the courts, and an easement will never be presumed as personal when it may fairly be construed as appurtenant to some other estate.” *Smith v. Comm'rs of Pub. Works of City of Charleston*, 312 S.C. 460, 467, 441 S.E.2d 331, 336 (Ct.App.1994) (citing 25 Am.Jur.2d Easements & Licenses § 13 (1966)).

First, the Court’s reliance on *Jowers v. Hornsby*, 292 S.C. 549, 550-51, 357 S.E.2d 710, 711 (1987) is misplaced, because the easement at issue in *Jowers* was an implied easement by necessity, not an express easement. The rules relating to implied easements of necessity do not apply to express easements. *Williams v. Tamsberg*, 425 S.C. 249, 821 S.E.2d 494 (Ct. App. 2018)(citing *Smith v. Commissioners of Pub. Works of City of Charleston*, 312 S.C. 460, 441 S.E.2d 331 (Ct. App. 1994)).

Second, the Court is required to rule as a matter of law that the Express Easement is an appurtenant easement. *Tamsberg* is specifically on point on this issue. The determination of whether an express easement is essentially necessary to the enjoyment of the land to which it appertains is based on the necessity of the easement *at the time it was created*, because express

appurtenant easements are perpetual and irrevocable from the time they are created. *Id.* (citing *Smith v. Comm'rs of Pub. Works of City of Charleston*, 312 S.C. 460 at 464 n.2, 441 S.E.2d 331 at 334 n.2 (Ct. App. 1994) and 12 S.C. Juris. Easements § 29.)

The Order states in item B(11) in the Conclusions of Law section that “[c]learly, at its inception, the easement was not necessary to access Lot 6...” However, this conclusion of law is not supported by the findings of fact in the Order. None of the findings of fact in the Order regarding the necessity of the easement relate to whether the easement was necessary for the enjoyment of Lot 6 in 1959 when the Express Easement was created. Instead, all of the findings of fact in the Order regarding the necessity of the easement relate to whether the easement is currently necessary for Lot 6 or will be necessary for Lot 6 in the future. Neither current nor future necessity are relevant for determining whether an easement is appurtenant or in gross. *Id.*, 425 S.C. at 266-267, 821 S.E.2d at 503-504.

Though Plaintiffs had the burden to prove that the Express Easement was not necessary at the time of its creation in 1959, they did not present *any* evidence that the easement was not necessary at the time of its creation. The only evidence presented regarding necessity was regarding current and speculative future necessity. The Court should have ruled as a matter of law that the Express Easement is an appurtenant easement, just as the Court of Appeals did regarding the easement at issue in *Tamsburg*:

“We find the master properly granted Tamsberg's motion for summary judgment because Appellants did not present any evidence that the easement was not necessary at the time of its creation in 1911 or reaffirmation in 1971. Further, no issue of material fact is created when examining the easement's necessity to the present enjoyment of 47 Legare.”

Id. Defendants request that the Court amends the Order to rule that the Express Easement is an appurtenant easement. Defendants also request that the Court amends the Order to remove

the conclusion of law that Plaintiffs have the right to erect a fence on the boundary line between Lot 5 and Lot 6 because the Express Easement is an easement in gross that has terminated.

V. Ambiguity

In item B(12) in the Findings of Fact in the Order, the Court found that Defendants conceded that the easement reservation language in the Express Easement Instrument unambiguously described an impossible location for the easement and waived any argument regarding ambiguity. This finding is error.

First, the Order only quotes a portion of Defendants' counsel's response to the Court's questioning on the issue of ambiguity. While Defendants' counsel did state "if we're going to isolate that one piece, we can do that, and we can be very literal and say, well, there can't be 15 feet between lot four and lot five," (Tr. 130:6-9), that is not the entirety of Defendants' counsel's answer to the Court's question. Defendants' counsel continued and said:

"but that also is contrary to well established law that says you take the deed as a whole, the four corners of the deed, all the words on the deed, and the very next part of that sentence says 'as shown on the plat that's referenced above,' which is this plat. So, I do not think that the law supports the conclusion that there is no easement because you can't find it between lot four and five." (Tr. 130: 12-20).

Defendants' counsel then also said "I think the plat reference makes it clear," (Tr. 130:23-25) and that:

"the only way you can conclude it doesn't exist is if you isolate that language from the rest of the deed that incorporates the plat. I think when you add the plat reference, it's very clear exactly where that easement is." (Tr. 131:7-11.)

The trial transcript clearly reflects that Defendants did not concede that the easement reservation language in the Express Easement Instrument unambiguously described an impossible location for the easement.

Regardless, the Defendants' opinion on whether the language in the Express Easement Instrument is irrelevant to the Court's determination of whether it is ambiguous, because the Defendants were not parties to the Express Easement Instrument in 1959 when the Express Easement was created. "The court should put itself, as best it can, in the same position occupied by the parties when they made the contract, because in doing so, the court is able to avail itself of the same light which the parties possessed when the agreement was entered into so that it may judge the meaning of the words and the correct application of the language." *Klutts Resort Realty, Inc. v. Down'Round Development Corp.*, 268 S.C. 80, 232 S.E.2d 20 (1977)(citing 17 Am.Jur.(2d), Contracts §272 (1964)). (Emphasis added.)

As discussed previously hereinabove, the easement reservation language in the Express Easement Instrument, when read as a whole, is unambiguous and sufficiently describes the location of the Express Easement as being between Lot 4 and Lot 6. However, to the extent that the phrase "between Lot 4, Block K and Lot 5, Block K" in the easement reservation language could be read to create an ambiguity with regard to the location of the easement, then the Court would be permitted to take extrinsic evidence into account. "If the language is uncertain or ambiguous in any respect, all the surrounding circumstances, including the construction [that] the parties have placed on the language, may be considered by the court, to the end that the intention of the parties may be ascertained and given effect." *Ten Woodruff Oaks, LLC v. Point Dev., LLC*, 385 S.C. 174, 180, 683 S.E.2d 510, 513 (Ct. App. 2009) (quoting 25 Am. Jur. 2d *Easements* §18 at 516 (2004)); see *Martin v. Bay*, 400 S.C. 140, 732 S.E.2d 667 (Ct. App. 2012).

The extrinsic evidence presented to the Court overwhelmingly supports the creation of an express easement by the Express Easement Instrument, including but not limited to the configuration of the homes as they were constructed on Lots 4, 5 and 6 at and around the time the

Express Easement was granted in 1959, the location of the driveway on Lot 5 and its shared used by the owners of Lots 4, 5 and 6 at and around the time the Express Easement was granted in 1959, and the other recorded instruments in the chains of title for Lots 4, 5 and 6 from 1959 through the 2000s all which clearly and unambiguously reflect the creation of an express easement over Lot 5. The Court did not take any extrinsic evidence into account.

Defendants request that the Court amends the Order to remove the findings and conclusions that Defendants conceded that the easement reservation language in the Express Easement Instrument unambiguously described an impossible location for the easement and waived any argument regarding ambiguity. Defendants also requests that the Court reconsider its determination regarding the ambiguity of the easement reservation language in the Express Easement Instrument and amend the Order to rule that the Express Easement Instrument is unambiguous and sufficiently describes the location of the Express Easement as being between Lot 4 and Lot 6, or alternatively amend the Order to rule that the description of the location of the Express Easement in the Express Easement Instrument is ambiguous and extrinsic evidence resolves the ambiguity to locate it between Lot 4 and Lot 6.

VI. Reformation for Mutual Mistake

In item C(17) in the Findings of Fact in the Order, the Court found that Defendants' knowledge and sophistication as an attorney and an experienced real estate investor defeated any claim of mistake. In item A(5) of the Conclusions of Law in the Order, the Court found that no evidence of mutual mistake supporting reformation of the Express Easement Instrument was presented at trial. In item A(6) of the Conclusions of Law in the Order, the Court found that the constructive notice provided to Defendants by the recorded documents in the chain of title to Lot 6 defeated any claim of mistake. These rulings are error.

In Defendants' Second Amended Answer and Counterclaim, Defendants asserted a counterclaim requesting a declaratory judgment reforming the Express Easement Instrument to reform the phrase "between Lot 4, Block K and Lot 5, Block K" to "between Lot 4, Block K and Lot 6, Block K" based on mistake. The mistake required for reformation of a contract on the ground of mistake is mutual mistake of the parties to the contract. "A contract may be reformed on the ground of mistake when the mistake is mutual and consists in the omission or insertion of some material element affecting the subject matter or the terms and stipulations of the contract, inconsistent with those of the parol agreement which necessarily preceded it." *George v. Empire Fire & Marine Ins. Co.*, 344 S.C. 582, 590, 545 S.E.2d 500, 504 (2001). "A mistake is mutual whe[n] both parties intended a certain thing and by mistake in the drafting did not obtain what was intended. Before equity will reform a contract, the existence of a mutual mistake must be shown by clear and convincing evidence." *Id.* (citation omitted).

Here, the mutual mistake occurred between the parties to the Express Easement Instrument, which were Charles S. Dwight to Rebecca M. Palmer. Defendants were not parties to the Express Easement Instrument. Neither the knowledge or sophistication of either of the Defendants is relevant to their declaratory counterclaim seeking reformation of the Express Easement Instrument based on mistake. Only the mistake of the parties to the Express Easement Instrument, Charles S. Dwight to Rebecca M. Palmer, is relevant. The Court did not consider any of the evidence presented regarding the intent of the parties to the Express Easement Instrument in making its ruling on mistake, despite the evidence presented to the Court being clear and convincing that Charles S. Dwight and Rebecca M. Palmer intended for the Express Easement Instrument to create an express appurtenant easement over Lot 5 between Lot 4 and Lot 6 for the purpose of ingress and egress to Lot 6 from Broughton Road.

Defendants request that the Court amends the Order to remove the findings of fact regarding mistake relative to Defendants, add findings of fact regarding the mutual mistake of the original parties to the Express Easement Instrument, and rule on Defendants' counterclaim for reformation to reform Express Easement Instrument to revise the phrase "between Lot 4, Block K and Lot 5, Block K" to "between Lot 4, Block K and Lot 6, Block K".

VII. Termination of Easement in Gross

In item B(11) in the Conclusions of Law in the Order, the Court ruled that if an express easement was created by the Express Easement Instrument, it was an easement in gross granted solely to Rebecca Palmer, which was not transferable and which terminated upon the conveyance of Lot 6 to the Defendants. As discussed hereinabove, the ruling that the easement was an easement in gross is error. Further, the ruling that if the Express Easement was an easement in gross, then it terminated upon the conveyance of Lot 6 from Rebecca Palmer to the Defendants is also error.

First, Rebecca Palmer did not convey Lot 6 to the Defendants. Instead, Charles E. Palmer, Jr., Faye Palmer Priester and Sarah Palmer Reynolds conveyed Lot 6 to the Defendants. (See Defendants' Exhibit 22.)

Second, Rebecca Palmer relinquished her rights in and to the easement on December 22, 1988 when she conveyed all of her interest in and to Lot 6 and the Express Easement to Charles E. Palmer Jr. and Fay Palmer Priester as Co-Trustees of the Rebecca M. Palmer Qualified Personal Residence Trust by deed dated December 22, 1998 and recorded in Book V-317 at page 567 (See Exhibit 3 to Defendants' Memorandum in Support of Motion to Dismiss for Failure to Join Necessary Party.) An "easement in gross" is a mere personal privilege to use the land of another; the privilege is incapable of transfer. *Williams v. Tamsberg*, 425 S.C. 249, 821 S.E.2d 494 (Ct. App. 2018). Assignment of a benefit in gross ordinarily transfers all rights to enjoyment of the

servitude from transferor to transferee, terminating enjoyment rights of the transferor. Restatement (Third) of Property (Servitudes) § 4.4 (2000). If the Express Easement was an easement in gross, then the easement in gross would have terminated on December 22, 1998.

If upon reconsideration the Court still determines that the Express Easement is an easement in gross, then Defendants request that the Court amends the Order to revise item B(11) in the Conclusions of Law to rule that if an express easement was created by the Express Easement Instrument, it was an easement in gross granted solely to Rebecca Palmer, which was not transferable and which terminated upon her conveyance of Lot 6 on December 22, 1998.

VIII. Scope of the Express Easement

The Court ruled that if an express easement was created by the Express Easement Instrument, then Defendants' use of the Express Easement exceeds the easement's scope. This ruling is error.

The Court's ruling that Defendants' use of the easement exceeds the scope of the easement is both incorrect as a matter of law and also not supported by the evidence presented at trial. "The language of an easement determines its extent." *Plott v. Justin Enters.*, 374 S.C. at 513, 649 S.E.2d 96. "[T]he owner of the easement cannot materially increase the burden of the servient estate or impose thereon a new and additional burden." *Clemson Univ. v. First Provident Corp.*, 260 S.C. 640, 650, 197 S.E.2d 914, 919 (1973) (quoting 25 Am. Jur. 2d Easements and Licenses, § 72, page 478). "The right of the easement owner and the right of the landowner are not absolute, irrelative and uncontrolled, but are so limited, each by the other, that there may be a due and reasonable enjoyment of both." *Hill v. Carolina Power & Light Co.*, 204 S.C. 83, 96, 28 S.E.2d 545, 549 (1943). "In other words, a grant or reservation of an easement in general terms is limited to a use which is reasonably necessary and convenient and as little burdensome to the servient estate as possible for the use contemplated." *Id.* If use of an easement is not defined, it must be interpreted

as whatever least restricts the property owner. *Snow v. Smith*, 416 S.C. 72, 86, 784 S.E.2d 242, 249 (Ct. App. 2016).

However, the use of the Express Easement is not undefined. To the contrary, the use is specifically defined in the Express Easement Instrument as being “for the purposes of ingress and egress to Lot 6, Block K, hereinabove described, from Broughton Road.” The language describing the use of the Express Easement does not contain any limitations of access points from the easement to any specific portions of Lot 6.

Defendants’ use of the easement to access all portions of Lot 6 between Broughton Road and their parking pad and garage is reasonably necessary and convenient, has not materially increased the burden on Lot 5, and has not created a new or additional burden on Lot 5. The driveway located on Lot 5 would be the exact same length and located in the exact same the same location regardless of whether Defendants use it to access only the garage and parking pad on Lot 6 or to also access other points along the driveway between Broughton Road and the garage and parking pad on Lot 6. In fact, the driveway would be the exact same length and located in the exact same the same location regardless of whether Defendants used the driveway at all, because the Plaintiffs use the entire length of the driveway to access their home, which is situated farther away from Broughton Road than Defendants’ garage and parking pad.

The Order does not contain any findings of fact supporting a ruling that the Defendants’ use of the easement has materially increased the burden on Lot 5 or that the Defendants’ use of the easement has created a new or additional burden on Lot 5. Instead, the only findings of fact in the Order regarding the overburdening ruling are findings that the Plaintiffs do not like how the Defendants use their own property, Lot 6. The fact that Plaintiffs do not like seeing vehicles parked on Lot 6 – which is an activity that occurs outside the boundaries of the easement and on property the Defendants own in fee simple - does not constitute a burden on the servient estate. The servient

estate is only burdened by Defendants' activities that occur on Lot 5, not Lot 6. No evidence was presented at trial that Defendants' use of the easement has materially increased the burden on Lot 5 or that the Defendants' use of the easement has created a new or additional burden on Lot 5.

Defendants request that the Court amends the Order to rule that Defendants' use of the Express Easement does not exceed the easement's scope. Defendants also request that the Court amends the Order to remove the conclusion of law that Plaintiffs have the right to erect a fence on the boundary line between Lot 5 and Lot 6.

IX. Injunction

In item 3 in the Order and Judgment section of the Order, the Court issued an injunction enjoining Defendants from "accessing the easement located on Lot 5 to access 27 Broughton Road (Lot 6)." This ruling is error.

First, the Court ruled in the Order that no express easement was created by the Express Easement Instrument and alternatively that if an express easement was created by the Express Easement Instrument then it was an easement in gross that was incapable of transfer to Defendants. The ruling enjoining Defendants from "accessing the easement located on Lot 5" implies that an express easement still exists on Lot 5.

Second, the Plaintiffs did not seek the injunction that the Court issued in the Order. Instead, the Plaintiffs' Complaint only requested an injunction enjoining Defendants' use of Lot 5 if the Express Easement "is determined to be existing, valid and appurtenant..." (Complaint, ¶65.) The Court has ruled in the Order that the Express Easement Instrument did not create an express easement, and alternatively if it did, then the express easement created was not an appurtenant easement but instead was an easement in gross that no longer exists.

Third, as discussed hereinabove, the Court has erred in ruling that the Express Easement is not an appurtenant easement and in ruling that Defendants' use of the easement exceeds the scope

of the easement. Since the evidence presented at trial only supports rulings that the easement is an appurtenant easement and that Defendants' use does not overburden the easement, enjoining Defendants' use of its express easement rights over Lot 5 is improper error.

Defendants request that the Court amends the Order to deny Plaintiffs' request for an injunction.

SUMMARY

For the reasons stated above, the Defendant respectfully requests this Court alter and amend the Order to rule in favor of Defendants on all of Plaintiffs' claims. In the alternative, the Defendant requests the Court amend the Order to rule on matters as requested herein. The Defendant reserves the right to rely on any additional briefing, affidavits, or exhibits that may be provided to the Court prior to or at any hearing on this Motion.

NELSON MULLINS RILEY & SCARBOROUGH, LLP

By: /s/ Shawn R. Willis

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Attorneys for Defendants

Ilonka Sonja Taylor and David Abdo

Charleston, South Carolina
January 23, 2026

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Laura Schaible and Russell Schaible,

Case No. 2018-CP-10-00440

Plaintiffs,

vs.

**MOTION TO RESTORE CASE TO DOCKET
PURSUANT TO RULE 40(j)**

Ionka Sonja Taylor and David Abdo,

Defendants.

1. The Court struck this case from the docket according to Rule 40(j), SCRCF on December 7, 2023.
2. Rule 40(j) states that on a party's motion, the case may be restored within one year of being stricken.
3. The Plaintiffs move to restore this civil action to the Court's docket as provided by Rule 40(j).

Respectfully Submitted,

s/ W. Andrew Gowder, Jr.
W. Andrew Gowder, Jr.
Austen & Gowder, LLC
1629 Meeting St, Ste A
Charleston, SC 29405
(843)727-0060
andy@austengowder.com
Counsel for Plaintiffs

December 2, 2024

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Laura and Russell Schaible,

Plaintiffs,

v.

Ionka Sonja Taylor and David Abdo,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-10-440

**NOTICE OF MOTION AND MOTION
TO DISMISS FOR FAILURE TO JOIN
A NECESSARY PARTY**

FILED
2018 NOV -9 PM 1:10
JULIE J. ARMSTRONG
CLERK OF COURT

TO: R. CODY LENHARDT, JR., ESQUIRE AND LESLIE S. LENHARDT, ESQUIRE,
LENHARDT LAW FIRM, LLC, ATTORNEYS FOR PLAINTIFFS:

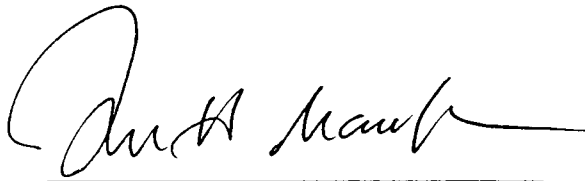
PLEASE TAKE NOTICE that Defendants Ilonka Sonja Taylor and David Abdo, by and through undersigned counsel, will move before the Presiding Judge for the Charleston County Court of Common Pleas at the Charleston County Judicial Center in Charleston, South Carolina, on the 10th day after service hereof or as soon thereafter as counsel may be heard, for an order dismissing this case pursuant to Rule 12(b)(7) of the South Carolina Rules of Civil Procedure on the grounds that Plaintiffs have failed to join a necessary party under SCRCP, Rule 19. Rule 19 provides that "A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in his absence complete relief cannot be accorded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest. If he has not

been so joined, the court shall order that he be made a party.”

This dispute arises out of the validity of an easement affecting Lots 4, 5, and 6 Block K in the subdivision known as The Crescent in Charleston, South Carolina. Plaintiffs own Lot 5 Block K and Defendants own Lot 6 Block K in The Crescent. Upon information and belief, Anne Carr, who is not a party to this lawsuit, is a resident of Charleston County, South Carolina and the owner of Lot 4 Block K in The Crescent. Plaintiffs seek declaratory judgment voiding the easement used to access Lots 4 and 6 Block K. As the owner of property that will be directly affected by the outcome of this dispute, Ms. Carr is an indispensable party to this case pursuant to Rule 19 of the South Carolina Rules of Civil Procedure. For this reason, Defendants move to dismiss this action pursuant to SCRCP, Rule 12(b)(7). The undersigned attempted to consult with counsel for Plaintiffs before filing this motion; however, an agreement could not be reached.

This motion is based upon the South Carolina Rules of Civil Procedure, the applicable law, a memorandum or memoranda of law which may be submitted at or before a hearing on this motion, and any other matters the Court may permit to be presented at the hearing.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

A handwritten signature in black ink, appearing to read "John A. Massalon", with a long horizontal flourish extending to the right.

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ATTORNEYS FOR DEFENDANTS

CHARLESTON, SOUTH CAROLINA

November 9, 2018

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-10-440

Laura and Russell Schaible,

)
)
) Plaintiffs,
)
)

v.

Ionka Sonja Taylor and David Abdo,

)
)
) Defendants.
)
)

**MEMORANDUM IN SUPPORT OF
MOTION TO DISMISS FOR FAILURE
TO JOIN NECESSARY PARTY**

The Defendants, Sonja Taylor and David Abdo, submit the following memorandum in support of their motion to dismiss the Complaint on the grounds that Plaintiffs have failed to join a necessary party under SCRPC 12(b)(7) and SCRPC 19.

The Plaintiffs filed this lawsuit against the Defendants challenging the validity of an easement shared among three lots (Lots 4, 5, and 6, Block K) in the Crescent subdivision in Charleston, South Carolina. Plaintiffs own Lot 5 Block K (also known as 31 Broughton Road) and Defendants own Lot 6 Block K (also known as 29 Broughton Road). However, Plaintiffs did not name the owner of Lot 4, Block K (also known as 33 Broughton Road) as a party. Lot 4 is owned by Ann Carr. Plaintiffs seek declaratory judgment voiding the easement, or in the alternative, Plaintiffs seek a declaration limiting the scope and use of the easement. As the owner of a lot that shares the easement at issue, Ms. Carr will be directly affected by the outcome of this dispute. Therefore, Ms. Carr is an indispensable party to this case pursuant to Rule 19 of the South Carolina Rules of Civil Procedure. For that reason, the Plaintiffs should be ordered to add her and if Plaintiffs fail or refuse to do so this action should be dismissed pursuant to SCRPC, Rule 12(b)(7).

Rule 19 provides that “A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in his absence complete relief cannot be accorded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest. If he has not been so joined, the court shall order that he be made a party.”

As alleged in Paragraph 7 of the Complaint, the easement challenged by Plaintiffs is shown in a deed from Wappoo Realty Company to Marie G. Dwight and an attached plat prepared by J.P. Gaillard in February, 1929. (A copy of the 1929 Plat is attached as Exhibit 1). That deed and plat also clearly include Lot 4 which is currently owned by Mrs. Carr. The Complaint further alleges that on May 11, 1940 Ms. Dwight conveyed Lots 4, 5 and 6 to Charles S. Dwight. In September, 1959, Mr. Dwight conveyed Lot 6 to Rebecca Palmer, a predecessor in title of Ms. Taylor and Mr. Abdo. In December of that same year, Mr. Dwight conveyed Lot 4 to John J. Murray and Irma J. Murray, one of Ms. Carr’s predecessors in title.

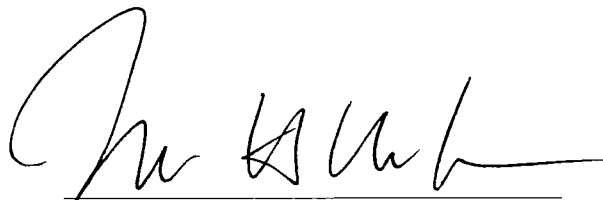
The 1959 deeds for Lot 4 and Lot 6 are virtually identical, but for an apparent scrivener’s error in the description of the location of the easement in the deed for Lot 6 as being “between Lot 4, Block K and Lot 5, Block K”. However, the deeds in the chain of title for Lot 4 and Lot 6 starting with Mr. Dwight and ending with the Defendants and Ms. Carr contain a reference to the 1929 Gaillard Plat that clearly shows that the easement is between Lot 4 and Lot 6. (Copies of the deeds for Lot 4, Block K are attached as Exhibit 2 & deeds for Lot 6, Block K are attached as Exhibit 3). As acknowledged in paragraph 12 of the Complaint, the deed to Defendants from

Charles E. Palmer, Jr, Faye Palmer Priester and Sara Palmer Reynolds correctly describes the easement as “lying between Lot 4, Block K and Lot 6, Block K, as shown on the [1929 Gaillard] plat ...”. Additionally, the conveyances from Mr. Dwight and subsequent owners for both Lot 4 and Lot 6 include the following language: “[s]aid easement . . . is appurtenant thereto, and shall be used jointly by the owners of Lot 4, 5, and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.”

In a similar situation the Court of Appeals of North Carolina reversed a judgment in a dispute over an easement on the grounds that necessary parties were absent. Rice v. Randolph, 96 N.C. App. 112, 384 S.E.2d 295 ((1989). (A copy of this opinion is attached as Exhibit 4). The Plaintiffs in the Rice case filed suit to enjoin the Defendants from interfering with their use of an easement allegedly created by deeds referencing a subdivision plat in which both the Plaintiffs and the Defendants owned land. Id. 96 N.C. App. At 112, 384 S.E.2d at 296. The Defendants counterclaimed for a declaration of their rights to use the land described in the deed. Id. However, several lot owners were not named as parties. Id. 96 N.C. App. At 113-114, 384 S.E.2d at 297. Interpreting North Carolina’s version of Rule 19, the Court of Appeals concluded that “[w]e believe that a dispute as to the extinguishment of a subdivision easement by abandonment or adverse possession cannot be resolved without the joinder of the grantor, or his heirs, who retain fee simple title to the soil ... and the record owners of lots in the subdivision, who have user rights in the easement Those owners of interests in the easement have a material interest in the subject matter of the controversy, and their interest will be affected by the court’s decision.” Id. (internal citations omitted). (a copy of N.C.R.C.P. 19 is attached as Exhibit 5).

The Second Cause of Action requests a declaration that the easement encumbering Lot 5 owned by the Plaintiff is an easement in gross which no longer exists because it could not be

transferred beyond the original grant from Mr. Dwight. Moreover, in the Third, Fourth and Fifth Causes of Action Plaintiffs request declarations pertaining to the scope and permitted uses of the easement. A decision in Plaintiffs' favor on any or all of those claims would apply to the easement benefitting Ms. Carr's property as well. Alternatively, a decision on those causes of action in Ms. Carr's absence could produce the inconsistent result of prohibiting or limiting the Defendants' use of the easement while permitting Ms. Carr to use the same easement or to use it in a different manner. Much like the absent lot owners in the Rice case, Ms. Carr has a material interest in the outcome of this matter and her rights may be adversely affected if it is adjudicated without her participation. To date, Plaintiffs have failed or refused to add Ms. Carr as a party. If Plaintiffs fail or refuse to add this necessary party, the Complaint should be dismissed pursuant to Rules 12(b)(7) and Rule 19 of the South Carolina Rules of Civil Procedure.



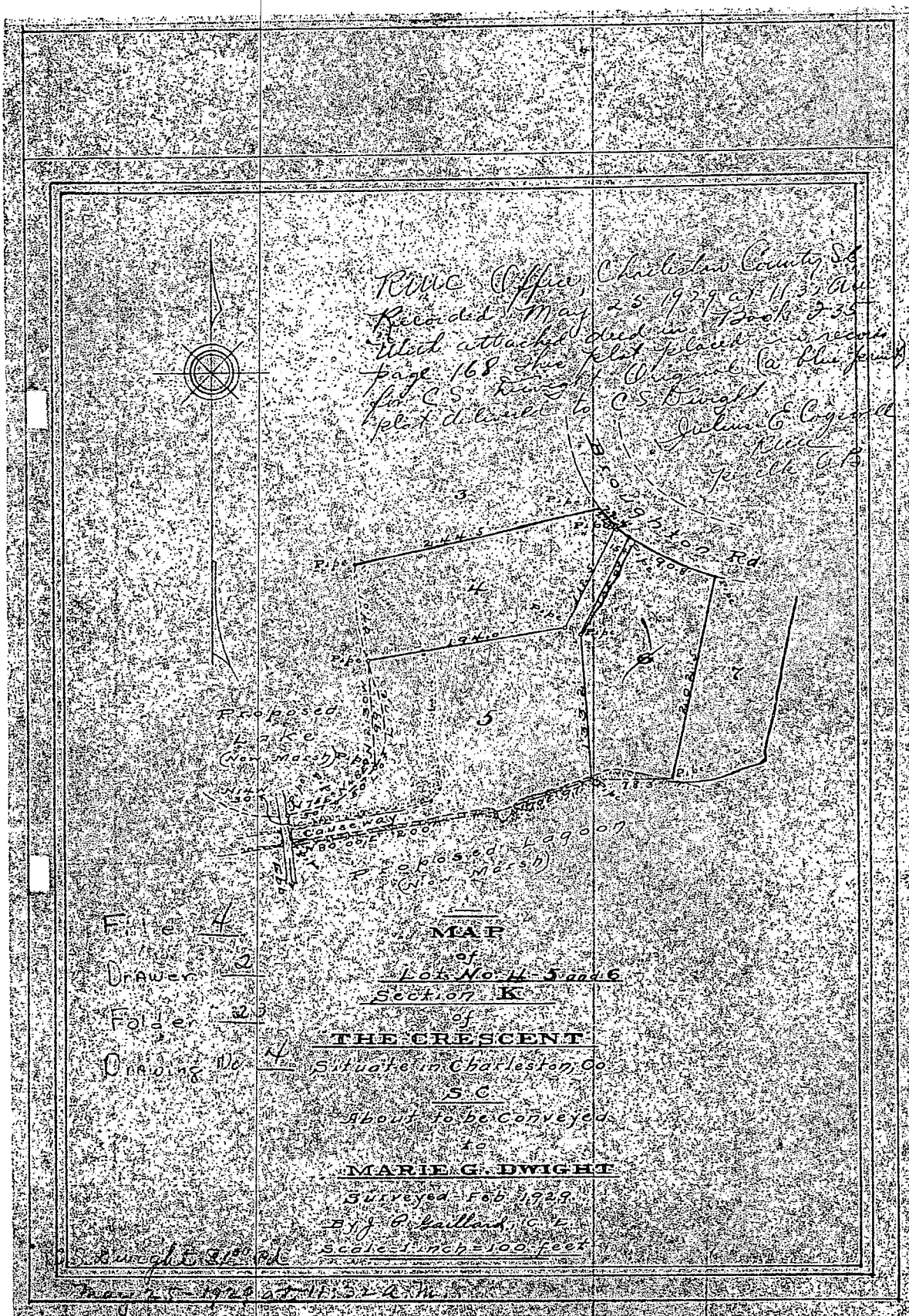
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ATTORNEYS FOR DEFENDANTS

CHARLESTON, SC

September 20, 2019

F35 168



Record - 0119

EXHIBIT

1

tabbles

Ann Carr
Lot 4, Block K
33 Broughton Road
TMS# 421-14-00-022



Grantor	Grantee	Date	Bk/Pg	Notes
D. Beck & M. Asbill	T. Carr & A. Carr	4/14/2009	0047-756	
E. Stehmeyer	D. Beck & M. Asbill	6/4/2003	C453-154	Northern side of boundary between Lot 4 and Lot 5
D. Beck	M. Asbill	4/27/2000	M346-858	½ interest
I. Murray	D. Beck	1/7/1997	R278-042	
C. Dwight	J. Murray & I. Murray	12/15/1959	W68-122	

Record - 0120



BP0047756

RMC BK 0047 Pg 756 : pg 1 *

STATE OF SOUTH CAROLINA]
]
 COUNTY OF CHARLESTON]

WARRANTY DEED
 (JOINT TENANTS)

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That

WE, Daniel A. Beck and Mary Ann Asbill
 (hereinafter whether singular or plural the "Grantor")

in the State aforesaid, for and in consideration of the sum of EIGHT HUNDRED TWENTY THOUSAND AND NO/100--- (\$820,000.00) DOLLARS to the Grantor in hand paid at and before the sealing of these presents by

Thomas W. Carr, Jr. and Anne B. Carr
 (hereinafter whether singular or plural the "Grantee")

in the state aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain sell and release, subject to the easements, restrictions, reservations and conditions ('Exceptions') set forth below, unto the said

Thomas W. Carr, Jr. and Anne B. Carr, as joint tenants,
with rights of survivorship, and not as tenants in common,

the following described property:

ALL that lot, piece, or parcel of land in the subdivision known as The Crescent in St. Andrews Parish, Charleston County, South Carolina, known as Lot 4, Block K, in said subdivision and shown on a plat by J.P. Gaillard surveyed February, 1929 and recorded in Plat Book F35, page 168 in the R.M.C. Office for Charleston County, S.C.

The above described property according to said plat butts and bounds to the north on Lot 3, Block K, two hundred forty-four $\frac{3}{10}$ (244.3') feet; to the east on Broughton Road twenty-two $\frac{4}{10}$ (22.4') feet; to the southeast on Lot 5, Block K, one hundred twelve and $\frac{5}{10}$ (112.5') feet; to the south on Lot 5, Block K, one hundred ninety-four (194'); and to the west on a lake or lagoon ninety-seven (97') feet; be all of the said dimensions a little more or less.

ALSO

All the grantor's right, title and interest in and to that certain strip of land located between the southern boundary of said Lot 4, Block K and the center line of the wall forming the northern boundary of Lot 5, Block K, The Crescent. The location of said wall being shown on a plat recorded in the RMC Office for Charleston County in Plat Book EG at Page 230 and being the same property conveyed to the grantors herein by deed of Edward H. Stehmeyer recorded in Book C453 at Page 154 in the RMC Office for Charleston County.

Record - 0121

Together with a permanent easement over a fifteen foot (15') strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K, and Lot 6, Block K, as shown on the aforementioned plat recorded in Plat Book F35 at Page 168, for the purpose of ingress and egress to Lot 4, Block K, herein above described, from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lot 4, 5, and 6, Block K, their heirs and assigns, and their agents, servants, and invitees for purposes of ingress and egress to and from Broughton Road.

SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

Being the same property conveyed to Daniel A. Beck by deed of Irma J. Murray dated January 7, 1997 and recorded in Book R278 at Page 42 in the RMC Office for Charleston County. Daniel A. Beck thereafter conveyed a one-half (1/2) interest to Mary Ann Asbill by deed dated April 27, 2000 and recorded in Book M346 at Page 858 in the aforesaid RMC Office. Also, being the same property conveyed to Daniel A. Beck and Mary Ann Asbill by quitclaim deed of Edward H. Stehmeyer dated June 4, 2003 and recorded in Book C453 at Page 154 in the aforesaid RMC Office.

TMS # 421-14-00-022

Grantee's Address: 33 Broughton Road, Charleston, SC 29407

Together with all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and To Hold all and singular the premises before mentioned unto the said Grantee, Thomas W. Carr, Jr. and Anne B. Carr, as joint tenants, with rights of survivorship, and not as tenants in common, their heirs and assigns forever.

And the Grantor does hereby bind themselves and their Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor their Heirs and assigns, and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS the Hand and Seal of the Grantor this 14th day of April in the year of our Lord two thousand nine and in the two hundred and thirty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and delivered
in the presence of:

[Signature]
Witness #1

[Signature]
Witness #2

[Signature]
Daniel A. Beck

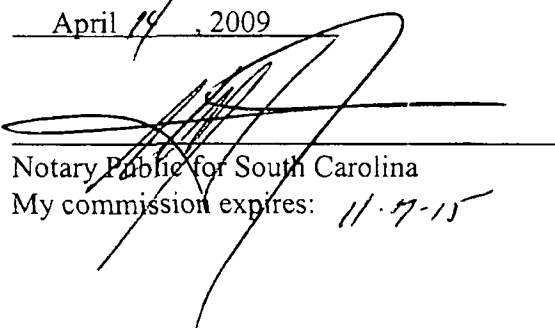
[Signature]
Mary Ann Asbill
by [Signature] A Beck
her Atty in Fact

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The within instrument was acknowledged before me by its maker.

SWORN to before me

April 14, 2009



Notary Public for South Carolina

My commission expires: 11-17-15

STATE OF SOUTH CAROLINA]
COUNTY OF CHARLESTON]

AFFIDAVIT

Date of Transfer of Title
(Closing Date) April 17, 2009

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

- I have read the information on this Affidavit and I understand such information.
- The property being transferred BY Daniel A. Beck and Mary Ann Asbill TO Thomas W. Carr, Jr. and Anne B. Carr ON April 17, 2009.
- Check one of the following:
- The DEED is
- (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) EXEMPT from the deed recording fee because (exemptions 1-12) (If exempt, please skip item 4-6, and go to item 7 of this affidavit.)
- Check one of the following if either item 3(a) or item 3(b) above has been checked.
- (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 820,000.00.
- (b) The fee is computed on the fair market value of the realty which is \$.
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
- Check YES or NO XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$.
- The DEED Recording Fee is computed based on the following:
- (a) \$ 820,000.00 the amount listed in item 4 above.
- LESS (b) \$ the amount listed in item 5 above (no amount place zero).
- TOTAL (c) \$ 820,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
- As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTOR
- Check if property other than Real Property is being transferred on this Deed.
- DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of Deceased CASE NUMBER. Personally appeared before me the undersigned attorney who, being duly sworn, certified that s/he is licensed to practice law in the State of South Carolina; that s/he has prepared the Deed of Distribution for the Personal Rep. in the Estate of deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
- I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Daniel A. Beck and Mary Ann Asbill
(Grantor, Grantee, or Legal Representative connected
with this transaction)

Sworn to before me this
April 14, 2009

Notary Public for South Carolina
My Commission Expires: 11-7-15

Record - 0124

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

BARR, UNGER & MCINTOSH, L.L.C.

P.O. BOX 1037

CHARLESTON SC 29402

MAKER:

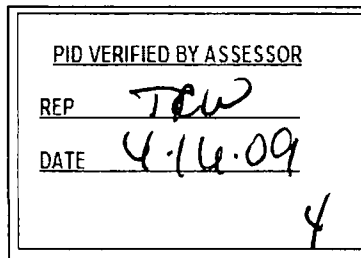
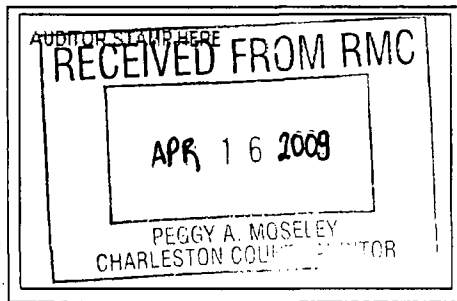
BECK DANIEL AL

RECIPIENT:

CARR THOMAS JR AL

Original Book:

Original Page:



RECORDED

Date: April 15, 2009

Time: 10:54:13 AM

Book

0047

Page

756

Doc Type

Deed

Charlie Lybrand, Register
Charleston County, SC

of Pages: 5

Recording Fee \$ 10.00

State Fee \$ 2,132.00

County Fee \$ 902.00

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 3,044.00

DRAWER Drawer 1
CLERK CFB



0047

Book



756

Page



04/15/2009

Recorded Date



5

Pgs



Original Book



Original Page



D

Doc Type



10:54:13

Recorded Time

RE 7454 BECK

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

QUITCLAIM DEED

WHEREAS, the grantor herein is the owner of Lot 5, Block K, The Crescent and the grantee herein is the owner of Lot 4, Block K, The Crescent; and

WHEREAS, the parties wish to establish that the property line between Lot 4, Block K and Lot 5, Block K, shall be the center line of the wall separating the properties as shown on Plat by E.M. Seabrook, Jr., Inc. dated November 21, 2001 and revised October 3, 2002 and recorded in the RMC Office for Charleston County in Book EGJ at Page 230;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That

I, Edward H. Stehmeyer
(hereinafter whether singular or plural the "Grantor")

in consideration of the premises and also in consideration of the sum of **FIVE AND NO/100S---** (\$5.00) **DOLLARS** to me in hand paid at and before the sealing and delivery of these presents by

Daniel A. Beck and Mary Ann Asbill
(hereinafter whether singular or plural the "Grantee")

the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said

Daniel A. Beck and Mary Ann Asbill

their heirs and assigns forever, all of my right, title and interest in and to the following described property to wit:

All my right, title and interest in Lot 4, Block K, the southern boundary of which shown is on a plat entitled "The Crescent City of Charleston Charleston County, S.C. Resurvey of Lot 5 Block K owned by Edward H. Stehmeyer" made by E. M. Seabrook, Jr., Inc. and recorded in the RMC Office for Charleston County in Book EG at Page 230;

It is the intention of the parties hereto that any interest of the grantor in property on the northern side of the boundaries between Lot 4, Block K, The Crescent, and Lot 5, Block K, The Crescent as shown on the above referenced plat be conveyed to the grantees herein.

SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

TMS# 421-14-00-022

GRANTEE'S ADDRESS: 33 Broughton Road, Charleston, SC 29407

Together with all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and To Hold all and singular the said premises before mentioned unto the said Daniel A. Beck and Mary Ann Asbill, their heirs and assigns forever, so that neither I, the said Edward H. Stehmeyer nor my heirs, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS my Hand and Seal this 4th day of June in the year of our Lord two thousand three and in the two hundred and twenty-seventh year of the Sovereignty and Independence of the United States of America.
Signed, Sealed and delivered
in the presence of:

① R. L. P. L.
Witness #1

② Edward H. Stehmeyer
Edward H. Stehmeyer

③ Gail Suggs
Witness #2

④ STATE OF SOUTH CAROLINA]
COUNTY OF Charleston]

The within instrument was acknowledged before me by its maker.

⑤ SWORN to before me
this 4th day of June, 2003

⑥ Cheryl S. Calm
Notary Public for South Carolina
My commission expires: My Commission Expires
December 13, 2011

STATE OF SOUTH CAROLINA] AFFIDAVIT DATE OF TRANSFER OF TITLE
COUNTY OF Charleston] CLOSING DATE: June 4, 2003

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred BY Edward H. Stehmeyer TO Daniel A. Beck and Mary Ann Asbill ON June 4, 2003.
3. Check one of the following: The DEED is
 - (A) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (C) X EXEMPT from the deed recording fee because: (Exemption #) QUITCLAIM
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$
 - (B) The fee is computed on the fair market value of the realty which is \$
 - (C) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$
5. Check YES or NO xx to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$.
6. The DEED Recording Fee is computed based on the following:
 - (A) \$ the amount listed in item 4 above.
 - (B) \$ the amount listed in item 5 above (no amount place zero).
 - (C) \$ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: CLOSING ATTORNEY
8. Check if Property other than Real Property is being transferred on this Deed.
 - (A) Mobile Home
 - (B) Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of deceased CASE NUMBER . Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 4 day of June, 2003

Chris H. H. H.
Notary Public for South Carolina
My Commission Expires: 5/5/10 12.29.09

Signed: [Signature]
William J. Hennessey, Jr.
Grantor, Grantee, or Attorney that prepared this form.

RECORDER'S PAGE

This page Must remain with
the original document.

DODDS & HENNESSY, L.L.P.
ATTORNEYS AT LAW



BKC 453PG157

Recording

Fee 10.00

State

Fee

County

Fee

Postage

TOTAL 10.00

EXEMPT

A

CB
CFB

RECEIVED FROM RMC

JUL 01 2003

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

FILED

C453-154
2003 JUN 17 AM 11:08

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 7/1/03

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

Record - 0129

NO TITLE EXAMINATION
DEED PREPARATION ONLY

STATE OF SOUTH CAROLINA)
) QUIT CLAIM DEED
COUNTY OF CHARLESTON)

TO ALL WHOM THESE PRESENTS MAY COME:

NOW, KNOW ALL MEN BY THESE PRESENTS, That DANIEL A. BECK, the grantor herein, in consideration of love and affection to MARY ANN ASBILL and the sum of ONE (\$1.00) Dollar in hand paid at and before the sealing and delivery of these presents by the within named grantee (the receipt whereof is hereby acknowledged) has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said MARY ANN ASBILL an undivided one-half (1/2) interest in the following described real property, to-wit:

LEGAL DESCRIPTION

ALL that lot, piece, or parcel of land in the subdivision known as The Crescent in St. Andrews Parish, Charleston County, South Carolina, known as Lot 4, Block K, in said subdivision and shown on a plat by J. P. Gaillard surveyed February, 1929 and recorded in Plat Book F35, page 168 in the R.M.C. Office for Charleston County, S.C.

The above described property according to said plat butts and bounds to the north on Lot 3, Block K, two hundred forty-four 3/10 (244.3') feet; to the east on Broughton Road twenty-two 4/10 (22.4') feet; to the southeast on Lot 5, Block K, one hundred twelve and 5/10 (112.5') feet; to the south on Lot 5, Block K, one hundred ninety-four (194'); and to the west on a lake or lagoon ninety-seven (97') feet; be all of the said dimensions a little more or less.

SUBJECT TO a permanent easement over a fifteen feet strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K, and Lot 6, Block K, as shown on the above referred to plat, for the purpose of ingress and egress to Lot 4, Block K, herein above described, from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lot 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants, and invitees for purposes of ingress and egress to and from Broughton Road.

THE ABOVE DESCRIBED property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a Declaration by Wescom Realty Company and recorded in Book Q32, at page 285 in the RMC Office for Charleston County.

BEING the same premises conveyed to the grantor herein by deed of Irma J. Murray dated January 7, 1997, and recorded in the RMC Office for Charleston County in Book R278, page 42.

022
TMS# 421-14-00-122

Property Address: 33 Broughton Road
Charleston, SC 29407

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said MARY ANN ASBILL, her heirs, successors and assigns, forever; so that neither DANIEL A. BECK, the said grantor, nor his heirs or successors, shall at anytime hereafter, by any way or means, have, claim or demand any right or title to the aforesaid undivided one-half (1/2) interest in the premises or appurtenances, or any part of parcel thereof, forever.

Witness the grantor's hand and seal this 27 day of April, in the year of our Lord two thousand and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
In the Presence Of:

Shirley M. Warner
Shirley M. Warner

DANIEL A. BECK (L.S.)
DANIEL A. BECK

THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named grantor sign, seal, and as his/her/their act and deed, deliver the within written Deed; and that (s)he with the other witness above subscribed witnessed the execution thereof.

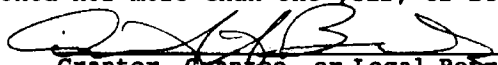
Shirley M. Warner

SWORN to before me this 27
day of April, 2000.

Shirley M. Warner (SEAL)
Notary Public for South Carolina
My Commission Expires: 2-5-2007

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Daniel A. Beck TO Mary Ann Asbill ON April 27, 2000.
3. Check one of the following: **The DEED is**
 - (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) ☒ EXEMPT from the deed recording fee because (exemption # 4) (Explanation if required) family transfer (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$_____.
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The DEED Recording FEE is computed as follows:
 - (a) ☐ the amount listed in item 4 above
 - (b) ☐ the amount listed in item 5 above (no amount place zero)
 - (c) ☐ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned nor more than one year, or both.



Grantor, Grantee, or Legal Representative
connected with this transaction
DANIEL A. BECK

Sworn to before me this 27
day of April, 2000



Notary Public for South Carolina
My Commission Expires: 2-5-2007

Slotchier + Slotchier
44 State St.
Ches. SC
29401
e1

BK M 346PG861

Recording Fee	10.00
State Fee	
County Fee	EXEMPT
Postage	
TOTAL	10.00

A

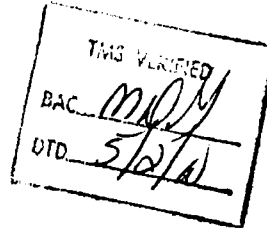
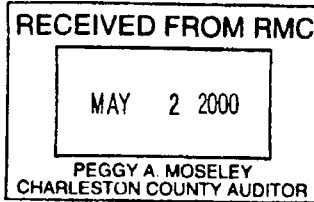
FILED

M346-858

2000 APR 28 PM 2:16

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

File



EX R 278 PG 042

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

)
)
)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, I/we, **IRMA J. MURRAY**, in the State aforesaid, for and in consideration of the sum of THREE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$345,000.00) to me paid by **DANIEL A. BECK**, in the State aforesaid (the receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Daniel A. Beck, his heirs and assigns forever, the following described real property, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO

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

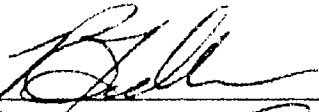
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Daniel A. Beck, his heirs and assigns forever.

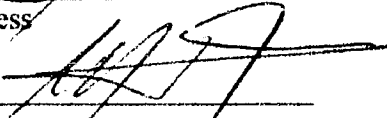
AND I do hereby bind myself and my Heirs, Executors, and Administrators, to warrant and forever defend all and singular the said premises unto the said Daniel A. Beck, his heirs and assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand(s) and Seal(s) this 7th day of January in the year of our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-first year of the Sovereignty and Independence of the United States of America.

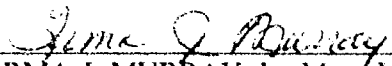
278PG043

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Witness


Witness

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON


IRMA J. MURRAY, by Mary Louise
Coombs, Her Attorney-in-Fact

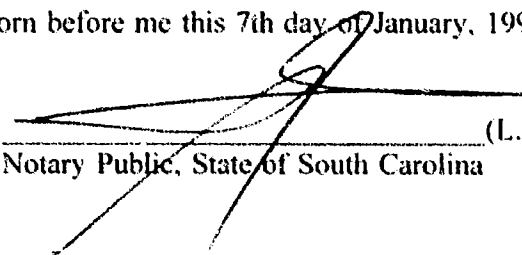
*by Mary Louise M. Coombs
Her Attorney in fact*

Irma J. Murray

*by Elsa M. Smith
Her Attorney in fact*

I, WILLIAM J. HENNESSY, JR., Notary Public for the State of South Carolina, do
hereby certify that Irma J. Murray, by Mary Louise M. Coombs, her Attorney in Fact, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 7th day of January, 1997.


(L.S.)
Notary Public, State of South Carolina

My Commission Expires:

RETURN DEED TO:
Bleecker & Clarke, LLC
121 Church Street
Charleston, SC 29401
File No.: 96-585

EXHIBIT "A"

All that lot, piece or parcel of land in the subdivision known as The Crescent in St. Andrews Parish, Charleston County, South Carolina, known as Lot 4, Block K, in said subdivision and shown on a plat by J. P. Gaillard surveyed February, 1929 and recorded in Plat Book F35, page 168 in the R.M.C. Office for Charleston County, S.C.

The above described property according to said plat butts and bounds to the north on Lot 3, Block K, two hundred forty-four 3/10 (244.3') feet; to the east on Broughton Road twenty-two 4/10 (22.4') feet; to the southeast on Lot 5, Block K, one hundred twelve and 5/10 (112.5') feet; to the south on Lot 5, Block K, one hundred ninety-four (194') feet; and to the west on a lake or lagoon ninety-seven (97') feet; be all of the said dimensions a little more or less.

SUBJECT TO a permanent easement over a fifteen feet strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K, and Lot 6, Block K, as shown on the above referred to plat, for the purpose of ingress and egress to Lot 4, Block K, herein above described, from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lot 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants, and invitees for purposes of ingress and egress to and from Broughton Road.

THE ABOVE DESCRIBED property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a Declaration by Wescom Realty Company and recorded in Book Q32, at page 285 in the RMC Office for Charleston County.

Being the same property conveyed to the grantor and John J. Murray by deed of Charles S. Dwight dated December 15, 1959, and recorded in Book W68, at Page 122; the interest of John J. Murray was devised to the grantor under his Last Will and Testament which was filed in the Probate Court for Charleston County in File #85ES10-396.

TMS #421-14-00-022

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

11

AFFIDAVIT

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

1. Property located at 33 Broughton Road, Charleston, SC, bearing Charleston County, Tax Map Number 421-14-00-022, was transferred by Irma J. Murray to Daniel A. Beck on January 7, 1997.

The transaction was (Check one):

XX an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ 345,000.00.

_____ not an arm's length real property transaction and the fair market value of the party is \$_____.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is:

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: closing attorney.

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

William J. Hennessy, Jr., as closing attorney

SWORN to before me this 7TH
day of JANUARY, 1997

Notary Public for South Carolina
My commission expires: 12-16-03

DODDS & HENNESSY LLP
ATTORNEYS AT LAW

CK R 278PG046

FILED

R278-42

97 JAN -8 AM 10:23

CLERK OF THE COURT
REGISTER
CHARLESTON COUNTY SC

Recording
Fee

10.00

State
Fee

897.00

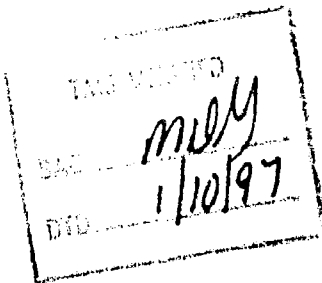
County
Fee

379.50

Postage

TOTAL

1286.50



8 Jan 97
On Property Record Card

Reggie A. Mosley
Auditor Charleston County

STATE OF SOUTH CAROLINA.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, CHARLES S. DWIGHT

in the State aforesaid

TEN 00/100 (\$10.00)

and other valuable consideration

in consideration of the sum of

DOLLARS.

to me in hand paid at and before the sealing of these presents by JOHN J. MURRAY and

IRMA J. MURRAY

in the State aforesaid

the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JOHN J. MURRAY and IRMA J. MURRAY:

ALL that lot, piece or parcel of land in the subdivision known as The Crescent in St. Andrews Parish, Charleston County, South Carolina, known as Lot 4, Block K, in said subdivision and shown on a plat by J. P. Gaillard surveyed February 1929 and recorded in Plat Book F35, page 168, in the R. M. C. Office for Charleston County, S. C.

The above described property according to said plat butts and bounds to the north on Lot 3, Block K, two hundred forty-four $3/100$ (244.3') feet; to the east on Broughton Road twenty-two $4/100$ (22.4') feet; to the southeast on Lot 5, Block K, one hundred twelve $5/100$ (112.5') feet; to the south on Lot 5, Block K, one hundred ninety-four (194') feet; and to the west on a lake or lagoon ninety-seven (97') feet; be all of the said dimensions a little more or less.

Together with a permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K, and Lot 6, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 4, Block K, herein above described, from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lot 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wappoo Realty Company, and recorded in Book Q32, page 285 in the R. M. C. Office for Charleston County.

The above described property is a part of the property conveyed to Charles S. Dwight by Marie G. Dwight, by deed dated May 11, 1940 and recorded in Book R-21, page 125, in the R. M. C. Office for Charleston County.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

JOHN J. MURRAY and IRMA J. MURRAY, their -----

Heirs and Assigns forever.



AND I do hereby bind myself, my ----- Heirs, -----

Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said

JOHN J. MURRAY and IRMA J. MURRAY, their -----

Heirs and Assigns, against me and my ----- Heirs, and all persons

whosoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 15th day of December

in the year of our Lord one thousand nine hundred and fifty-nine and in the one hundred and

year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CHARLES C. BOWEN

John J. Murray
Irma J. Murray

by *Lucile L. Wright*
Lucile L. Wright, Attorney-in-fact,
under power of attorney dated 10/1/59,
recorded in book 2-60, page 100 in the
H.M. office for Charleston County.

R68 010
W68122

Charles S Dought

AK J 637PG091

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF CHARLESTON)

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, the undersigned **Charles E. Palmer, Jr., Faye Palmer Priester and Sarah Palmer Reynolds** (hereinafter collectively the "Grantors"), in the State and County aforesaid, for and in consideration of the sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 (\$1,850,000.00) DOLLARS to the Grantors in hand paid at and before the sealing and delivery of these Presents by **David W. Abdo and Ilonka Sonja Taylor** (hereinafter collectively the "Grantees") in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do hereby grant, bargain, sell and release unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, their heirs and assigns, the following described property:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This being the same property conveyed to the Grantors herein by the following deeds:

1. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Charles E. Palmer, Jr. dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in **Book T502, page 838** (as to a 1/4 undivided interest); and Deed from John C. Palmer to Charles E. Palmer, Jr. dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in **Book T502, page 866** (as to a 1/12 undivided interest);
2. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Faye Palmer Priester dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in **Book T502, page 831** (as to a 1/4 undivided interest); and Deed from John C. Palmer to Faye Palmer Priester dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in **Book T502, page 878** (as to a 1/12 undivided interest); and

Record - 0141

EXHIBIT

3

tabbies

3. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Sarah Palmer Reynolds dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in Book T502, page 852 (as to a 1/4 undivided interest); and Deed from John C. Palmer to Sarah Palmer Reynolds dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in Book T502, page 872 (as to a 1/12 undivided interest).

TMS No. 421-14-00-024

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

GRANTEES' ADDRESS: Post Office Box 478
Charleston, South Carolina 29402

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

TO HAVE AND HOLD, all and singular, the said Premises before mentioned unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, their heirs and assigns forever.

AND the Grantors do hereby bind themselves and their Heirs, Personal Representatives and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, and the Grantees' Heirs and Assigns, against the Grantors' heirs and assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hands and Seals of the Grantors this 30th day of August in the Year of our Lord Two Thousand Seven (2007).

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary P. Hutchinson
Rosanne Burke

Charles E. Palmer, Jr.
by Sarah Palmer Reynolds,
his attorney-in-fact.

(SEAL)
Charles E. Palmer, Jr. by Sarah
Palmer Reynolds, his attorney-in-
fact under Special Limited Power
of Attorney dated August 27, 2007
and recorded in Book _____, at
page _____.

Faye Palmer Priester (SEAL)
Faye Palmer Priester

Sarah Palmer Reynolds (SEAL)
Sarah Palmer Reynolds

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

P R O B A T E

PERSONALLY APPEARED BEFORE ME the undersigned witness, who
being duly sworn, deposes and says that s/he saw the within-named
Charles E. Palmer, Jr., by Sarah Palmer Reynolds his attorney-in-
fact under Special Limited Power of Attorney dated August 27, 2007
and recorded in Book _____, at page _____, Faye Palmer Priester
and Sarah Palmer Reynolds, sign, seal and as their act and deed
deliver the within-written instrument for the uses and purposes
therein mentioned, and that s/he with the other witness subscribing
above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 30th)
day of August, 2007)

Tracy Abiles (L.S.))
Notary Public for South Carolina)
My Commission Expires: 9-26-12)

Mary P. Hutchinson
(witness)

EXHIBIT "A"

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, known and designated as LOT 6, BLOCK K, in the subdivision known as **THE CRESCENT**, which said lot is shown on a plat thereof by J. P. Gaillard, surveyed February 1929, and recorded in Book F-35, page 168, in the R.M.C. Office for Charleston County, South Carolina.

BUTTING and bounding, according to said plat, to the North on Broughton Road 90.8 feet; on the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; to the Southwest on Lot 5, Block K, 133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet; be all the said dimensions a little more or less.

TOGETHER with the permanent easement over a fifteen foot strip of land a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 6, Block K, as shown on the aforesaid plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road; said easement being necessary for the proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

ALSO

ALL that certain piece, parcel or lot of marsh land adjoining and lying generally to the South of Lot 6 in Block K of The Crescent, in the County of Charleston, State of South Carolina, and between said Lot 6 and Wappoo Creek, the said premises having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard Surveyor, dated September 12, 1963 and recorded in Plat Book Q, page 116 in the R.M.C. Office for Charleston County, South Carolina; being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC.

TMS No. 421-14-00-024

TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that CHARLES E. PALMER, JR. and FAYE PALMER PRIESTER, as Co-Trustees^{*} of the Rebecca M. Palmer Personal Residence Trust ("Grantor"), in the State aforesaid, County aforesaid, as the owner of the property described in Exhibit A, for/and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and No More, to Grantor in hand paid at and before the sealing of these presents by CHARLES E. PALMER, JR. ("Grantee"), in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee, a one-fourth undivided interest in the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said

1502PG839

Premises unto the said Grantee against the Grantor and Grantor's Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 6th day of July

in the year of our Lord two thousand and four and in the two hundred and twenty-
eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Asha Hill
Mameon J. Williams

Charles E. Palmer, Jr. (L.S.)
CHARLES E. PALMER, JR., Co-Trustee*

Santa Carolina
STATE OF FLORIDA)
Charleston)
COUNTY OF BROWARD)

PERSONALLY appeared before me, the undersigned witness, and made oath that he/she saw the within named CHARLES E. PALMER, JR., sign, seal and as his act and deed, deliver the within written Deed and that he/she with the other witness above-named witnessed the execution thereof.

Asha Hill
WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME
this 6th day of July, 2004.

Mameon J. Williams (L.S.)
Notary Public for the State of Florida Santa Carolina
My Commission Expires: 3-3-08

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Arla Hill
Maureen J. Williams

Faye Palmer Priester (L.S.)
FAYE PALMER PRIESTER, Co-Trustee *

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PERSONALLY appeared before me, the undersigned witness, and made oath that he/she saw the within named FAYE PALMER PRIESTER, sign, seal and as her act and deed, deliver the within written Deed and that he/she with the other witness above-named witnessed the execution thereof.

Arla Hill
WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME
this 10th day of July, 2004.

Maureen J. Williams (L.S.)
Notary Public for South Carolina
My Commission Expires: 3-3-08

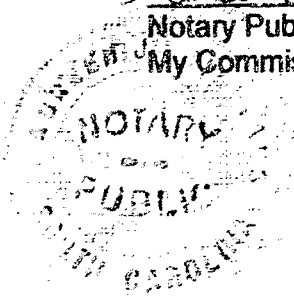


EXHIBIT "A"

All that certain piece, parcel or lot of marsh land adjoining and lying generally to the south of Lot 6 in Block K of The Crescent in the County of Charleston, State aforesaid, and between said Lot 6 and Wappoo Creek, the said premises hereby conveyed having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard, Surveyor, September 12, 1963, and of record in the R.M.C. Office for Charleston County in Plat Book Q, at page 116, being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC; being the same as conveyed to the Grantor herein by deed of the Wappoo Realty Company dated December 12, 1963 and researched in the RMC office for Charleston County in Book E79 at Page 90 on December 12, 1963.

The said premises are conveyed subject to the same restrictions, reservations, covenants and conditions running with the land that are imposed by and referred to in the deed of conveyance of said Lot 6 in Block K from C. S. Dwight to Rebecca M. Palmer dated September 22, 1959, and of record in the said R.M.C. Office in Book R-68, at page 10, and, in addition thereto, to the following restriction, reservation, covenant and condition running with the land, that is to say, that for and during the period of twenty-five (25) years next following the date of these presents, the said Lot 6 in Block K and the marsh lot hereby conveyed shall not be sold or otherwise disposed of separately, and may be sold or otherwise disposed of only as a single unit; and also all that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J.P. Gaillard, Surveyed February 1929, and recorded in Book F-35, page 168 in the RMC Office for Charleston County.

The above referred to lot BUTTS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K,

133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with the permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assign, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wappoo Realty Company, and recorded in Book Q32, page 285 in the RMC Office for Charleston County.

The above described property is a part of the property conveyed to the Grantor herein by deed dated December 22, 1998, and recorded in the RMC Office for Charleston County in Book V317, at page 587, on January 5, 1999.

TMS #: 421-14-00-024

* Rebecca M. Palmer of

Grantee's Address and Send Tax Bill to:

CHARLES E. PALMER, JR.
808 S. Bayside Drive
Tampa, FL 33609

DEED PREPARED BY:

Dennis J. Christensen, PA
260 W. Coleman Boulevard, Ste. D
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Date of Transfer of Title:

7/6/04

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

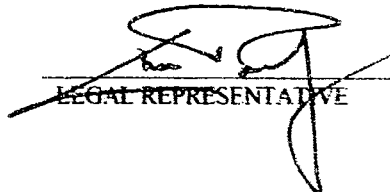
T502PG843

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY: Charles E. Palmer, Jr. and Faye Palmer Priester,
as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust
TO: Charles E. Palmer, Jr. ON: 7/6/04

The transaction was (Check one):

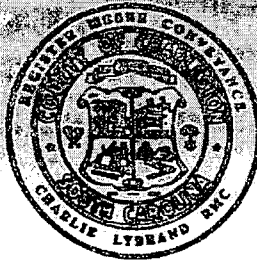
3. Check one of the following: The Deed is:
(a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(c) ☒ exempt from the deed recording fee because Exemption # 1 Explain: Consideration less than 100.00
4. Check one of the following if either item 3 (a) or item 3 (b) above has been checked.
(a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
(b) ☐ The fee is computed on the fair market value of the realty which is \$ _____.
(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes ☐ No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
(a) ☐ the amount listed in Item 4 above.
(b) ☐ the amount listed in Item 5 above (no amount, -0-)
(c) ☐ subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: legal representative
8. Check if Property other than Real Property is being transferred on this Deed:
(a) ☐ Mobile Home (b) ☐ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: _____, deceased; CASE NO: _____
Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina, that he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____, deceased, and that the grantee therein is correct and conforms to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 7th
day of July, 2004.
Charles H. Holdcraft
Notary Public for South Carolina
My Commission Expires: 8/01/04



LEGAL REPRESENTATIVE

BK T502PG844



RECORDER'S PAGE

This page must remain with
the original document.

Dennis J. Christensen, P.A.
260 W. Coleman Blvd.
Mt. Pleasant, SC 29464

Recording

Fee

State

Fee

County

Fee

Postage

TOTAL

12.00

12.00

C

413

FILED

T502-838
2004 JUL 21 PM 3:48

REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP MD

DATE 7/27/04

RECEIVED FROM RMC

JUL 27 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOHN C. PALMER ("Grantor") in the State aforesaid, County aforesaid, as the owner of a One-Fourth (1/4th) undivided interest in the property described in Exhibit A, for/and in consideration of the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) and No More, to me in hand paid at and before the sealing of these presents by CHARLES E. PALMER, JR. ("Grantee"), in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee a One-Twelfth (1/12th) interest in the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, forever.

AND I do hereby bind myself and my Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee against the Grantor and Grantor's Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 7th day of July, in the
year of our Lord two thousand and four and in the two hundred and twenty-seventh year
of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lauren Pope
Donna R Black

John C Palmer (L.S.)
JOHN C. PALMER

STATE OF South Carolina)
COUNTY OF Greenville)

PERSONALLY appeared before me, the undersigned witness, and made oath that
he/she saw the within named JOHN C. PALMER sign, seal and as his act and deed,
deliver the within written Deed and that he/she with the other witness above-named
witnessed the execution thereof.

Donna R Black

SWORN TO AND SUBSCRIBED BEFORE ME
this 7th day of July, 2004.

Lauren Pope (L.S.)
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

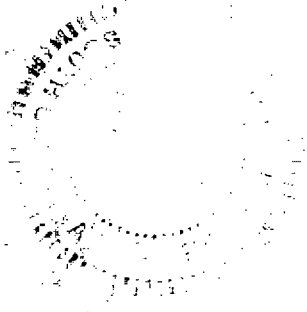


EXHIBIT "A"

All that certain piece, parcel or lot of marsh land adjoining and lying generally to the south of Lot 6 in Block K of The Crescent in the County of Charleston, State aforesaid, and between said Lot 6 and Wappoo Creek, the said premises hereby conveyed having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard, Surveyor, September 12, 1963, and of record in the R.M.C. Office for Charleston County in Plat Book Q, at page 116, being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC; being the same as conveyed to the Grantor herein by deed of the Wappoo Realty Company dated December 12, 1963 and researched in the RMC office for Charleston County in Book E79 at Page 90 on December 12, 1963.

The said premises are conveyed subject to the same restrictions, reservations, covenants and conditions running with the land that are imposed by and referred to in the deed of conveyance of said Lot 6 in Block K from C. S. Dwight to Rebecca M. Palmer dated September 22, 1959, and of record in the said R.M.C. Office in Book R-68, at page 10, and, in addition thereto, to the following restriction, reservation, covenant and condition running with the land, that is to say, that for and during the period of twenty-five (25) years next following the date of these presents, the said Lot 6 in Block K and the marsh lot hereby conveyed shall not be sold or otherwise disposed of separately, and may be sold or otherwise disposed of only as a single unit; and also all that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J.P. Gaillard, Surveyed February 1929, and recorded in Book F-35, page 168 in the RMC Office for Charleston County.

The above referred to lot BUTTS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K, 133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with the permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assign, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wappoo Realty Company, and recorded in Book Q32, page 285 in the RMC Office for Charleston County.

The above described property is a part of the property conveyed to the Grantor herein by deed dated 7-6, 2004, and recorded 7-21, 2004, in the RMC Office for Charleston County in Book T502 at page 859

TMS #: 421-14-00-024

Grantee's Address and Send Tax Bill to:

CHARLES E. PALMER, JR. 20
808 S. Bayside Drive
Tampa FL 33609

DEED PREPARED BY:

Dennis J. Christensen, PA
 260 W. Coleman Boulevard, Ste. D
 Mt. Pleasant, SC 29464

00000 - FLOWED

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

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

BK

T50296870

The property is being transferred BY: John C. Palmer

TO: Charles E. Palmer, Jr.

ON:

The transaction was (Check one):

3. Check one of the following: The Deed is:

- (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(c) ___ exempt from the deed recording fee because Exemption # ___ Explain:

4. Check one of the following if either item 3 (a) or item 3 (b) above has been checked.

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 100,000.
(b) ___ The fee is computed on the fair market value of the realty which is \$ _____.
(c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes ___ No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$ _____.

6. The DEED Recording Fee is computed as follows:

- (a) \$100,000 the amount listed in Item 4 above.
(b) -0- the amount listed in Item 5 above (no amount, -0-)
(c) \$100,000 subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: legal representative: Jennifer Davis, Esq.

8. Check if Property other than Real Property is being transferred on this Deed:

- (a) ___ Mobile Home (b) ___ Other

9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: _____, deceased; CASE NO:

Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina, that he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____, deceased, and that the grantee therein is correct and conforms to the estate file for the above named decedent.

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

SWORN to before me this 9th
day of July, 2004.

John C. Palmer
Notary Public for South Carolina

My Commission Expires: 9/6/2011

Jennifer W. Davis
JENNIFER DAVIS, ESQ. LEGAL REPRESENTATIVE

OK 50 4371



RECORDER'S PAGE

This page Must remain with
the original document.

Dennis J. Christensen, P.A.
260 W. Coleman Blvd.
Mt. Pleasant, SC 29464

Recording

Fee 11.00

State

Fee 260.00

County

Fee 110.00

Postage _____

TOTAL 381.00

C

T502-866
2004 JUL 21 PM 3:52

REGISTER
CLERK
COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP 1113

DATE 7/27/04

RECEIVED FROM RMC

JUL 27 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CHARLES E. PALMER, JR. and FAYE PALMER PRIESTER, as Co-Trustees* of the Rebecca M. Palmer Personal Residence Trust ("Grantor"), in the State aforesaid, County aforesaid, as the owner of the property described in Exhibit A, for/and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and No More, to Grantor in hand paid at and before the sealing of these presents by FAYE PALMER PRIESTER ("Grantee"), in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee, a one-fourth undivided interest in the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said

Premises unto the said Grantee against the Grantor and Grantor's Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 6th day of July,

in the year of our Lord two thousand and four and in the two hundred and twenty-
eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Alta Hill
Maurice J. Williams

Charles E. Palmer, Jr. (L.S.)
CHARLES E. PALMER, JR., Co-Trustee *

STATE OF FLORIDA)
COUNTY OF BROWARD)

PERSONALLY appeared before me, the undersigned witness, and made oath that he/she saw the within named CHARLES E. PALMER, JR., sign, seal and as his act and deed, deliver the within written Deed and that he/she with the other witness above-named witnessed the execution thereof.

Alta Hill
WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME
this 6th day of July, 2004.

Maurice J. Williams (L.S.)
Notary Public for the State of Florida Alta Hill
My Commission Expires: 3-3-08

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Alta Hill Faye Palmer Priester (L.S.)
FAYE PALMER PRIESTER, Co-Trustee *
Margaret J. Williams

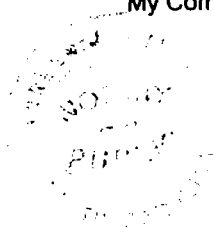
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PERSONALLY appeared before me, the undersigned witness, and made oath that he/she saw the within named FAYE PALMER PRIESTER, sign, seal and as her act and deed, deliver the within written Deed and that he/she with the other witness above-named witnessed the execution thereof.

Alta Hill
WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME
this 10th day of July, 2004.

Margaret J. Williams (L.S.)
Notary Public for South Carolina
My Commission Expires: 3-3-08



to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K,

EXHIBIT "A"

All that certain piece, parcel or lot of marsh land adjoining and lying generally to the south of Lot 6 in Block K of The Crescent in the County of Charleston, State aforesaid, and between said Lot 6 and Wappoo Creek, the said premises hereby conveyed having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard, Surveyor, September 12, 1963, and of record in the R.M.C. Office for Charleston County in Plat Book Q, at page 116, being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC; being the same as conveyed to the Grantor herein by deed of the Wappoo Realty Company dated December 12, 1963 and researched in the RMC office for Charleston County in Book E79 at Page 90 on December 12, 1963.

The said premises are conveyed subject to the same restrictions, reservations, covenants and conditions running with the land that are imposed by and referred to in the deed of conveyance of said Lot 6 in Block K from C. S. Dwight to Rebecca M. Palmer dated September 22, 1959, and of record in the said R.M.C. Office in Book R-68, at page 10, and, in addition thereto, to the following restriction, reservation, covenant and condition running with the land, that is to say, that for and during the period of twenty-five (25) years next following the date of these presents, the said Lot 6 in Block K and the marsh lot hereby conveyed shall not be sold or otherwise disposed of separately, and may be sold or otherwise disposed of only as a single unit; and also all that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J.P. Gaillard, Surveyed February 1929, and recorded in Book F-35, page 168 in the RMC Office for Charleston County.

The above referred to lot BUTTS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K,

133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with the permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assign, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wappoo Realty Company, and recorded in Book Q32, page 285 in the RMC Office for Charleston County.

The above described property is a part of the property conveyed to the Grantor herein by deed dated December 22, 1998, and recorded in the RMC Office for Charleston County in Book V317, at page 567, on January 5, 1999.

Of Rebecca M Palmer

TMS #: 421-14-00-024

Grantee's Address and Send Tax Bill to:

FAYE PALMER PRIESTER
C/O The Palmer Company
4 Beaufain Street
Charleston, SC 29401

DEED PREPARED BY:

Dennis J. Christensen, PA
260 W. Coleman Boulevard, Ste. D
Mt. Pleasant, SC 29464

00005938.WPD

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Date of Transfer of Title:

7/6/04

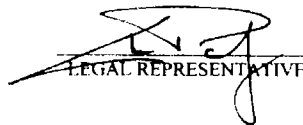
BK

7502PG836

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

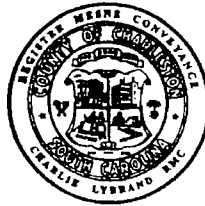
1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred **BY: Charles E. Palmer, Jr. and Faye Palmer Priester,**
as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust
TO: Faye Palmer Priester **ON: 7/6/04**
The transaction was (Check one):
 3. Check one of the following: The Deed is:
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) ☒ exempt from the deed recording fee because Exemption # 1 Explain: Consideration less than 100.00
 4. Check one of the following if either item 3 (a) or item 3 (b) above has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) The fee is computed on the fair market value of the realty which is \$_____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
 5. Check Yes ☐ No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$_____.
 6. The DEED Recording Fee is computed as follows:
 - (a) the amount listed in Item 4 above.
 - (b) the amount listed in Item 5 above (no amount, -0-)
 - (c) subtract Line 6(b) from Line 6(a) and place the result.
 7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
legal representative
 8. Check if Property other than Real Property is being transferred on this Deed:
(a) ☐ Mobile Home (b) ☐ Other
 9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: _____, deceased; CASE NO: _____
Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina, that he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____, deceased, and that the grantee therein is correct and conforms to the estate file for the above named decedent.
 10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 7th
day of July, 2004.
Dante Hildcraft
Notary Public for South Carolina
My Commission Expires: 8/01/04


LEGAL REPRESENTATIVE

RECORDER'S PAGE

This page Must remain with
the original document.



Dennis J. Christensen, P.A.
200 W. Coleman Blvd.
Mt. Pleasant, SC 29464

BK T502P6837

Recording

Fee 12.00

State

Fee

County

Fee

Postage

TOTAL

12.00

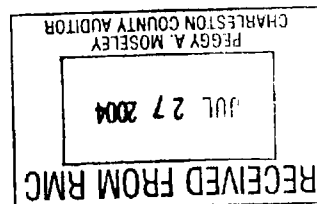
T502-831
JUL 21 PM 3:48

CHS COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP MB

DATE 7/27/04



(843) 958-4800 2 Courthouse Square Charleston, SC 29401

Record - 0164

TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOHN C. PALMER ("Grantor") in the State aforesaid, County aforesaid, as the owner of a One-Fourth (1/4th) undivided interest in the property described in Exhibit A, for/and in consideration of the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) and No More, to me in hand paid at and before the sealing of these presents by FAYE PALMER PRIESTER ("Grantee"), in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee a One-Twelfth (1/12th) interest in the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, forever.

AND I do hereby bind myself and my Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee against the Grantor and Grantor's Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 7th day of July, in the
year of our Lord two thousand and four and in the two hundred and twenty-seventh year
of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lauren Pope John C. Palmer (L.S.)
Donna E. Black JOHN C. PALMER

STATE OF South Carolina)
COUNTY OF Greenville)

PERSONALLY appeared before me, the undersigned witness, and made oath that
he/she saw the within named JOHN C. PALMER sign, seal and as his act and deed,
deliver the within written Deed and that he/she with the other witness above-named
witnessed the execution thereof.

Donna E. Black

SWORN TO AND SUBSCRIBED BEFORE ME
this 7th day of July, 2004.

Lauren Pope (L.S.)
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

EXHIBIT "A"

All that certain piece, parcel or lot of marsh land adjoining and lying generally to the south of Lot 6 in Block K of The Crescent in the County of Charleston, State aforesaid, and between said Lot 6 and Wappoo Creek, the said premises hereby conveyed having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard, Surveyor, September 12, 1963, and of record in the R.M.C. Office for Charleston County in Plat Book Q, at page 116, being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC; being the same as conveyed to the Grantor herein by deed of the Wappoo Realty Company dated December 12, 1963 and researched in the RMC office for Charleston County in Book E79 at Page 90 on December 12, 1963.

The said premises are conveyed subject to the same restrictions, reservations, covenants and conditions running with the land that are imposed by and referred to in the deed of conveyance of said Lot 6 in Block K from C. S. Dwight to Rebecca M. Palmer dated September 22, 1959, and of record in the said R.M.C. Office in Book R-68, at page 10, and, in addition thereto, to the following restriction, reservation, covenant and condition running with the land, that is to say, that for and during the period of twenty-five (25) years next following the date of these presents, the said Lot 6 in Block K and the marsh lot hereby conveyed shall not be sold or otherwise disposed of separately, and may be sold or otherwise disposed of only as a single unit; and also all that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J.P. Gaillard, Surveyed February 1929, and recorded in Book F-35, page 168 in the RMC Office for Charleston County.

The above referred to lot BUTTS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K, 133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with the permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assign, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wappoo Realty Company, and recorded in Book Q32, page 285 in the RMC Office for Charleston County.

The above described property is a part of the property conveyed to the Grantor herein by deed dated 7-6, 2004, and recorded 7-21, 2004, in the RMC Office for Charleston County In Book T502 at page 859

TMS #: 421-14-00-024

Grantee's Address and Send Tax Bill to:

FAYE PALMER PRIESTER

C/O The Palmer Company
4 Beaufain Street
Charleston, SC 29401

DEED PREPARED BY:

Dennis J. Christensen, PA
 260 W. Coleman Boulevard, Ste. D
 Mt. Pleasant, SC 29464

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

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

BK T50246382

The property is being transferred BY: John C. Palmer

TO: Faye Palmer Priester

ON:

The transaction was (Check one):

3. Check one of the following: The Deed is:

(a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

(c) ☐ exempt from the deed recording fee because Exemption # Explain:

4. Check one of the following if either item 3 (a) or item 3 (b) above has been checked.

(a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 100,000.

(b) ☐ The fee is computed on the fair market value of the realty which is \$

(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes ☐ No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$

6. The DEED Recording Fee is computed as follows:

(a) \$100,000 the amount listed in Item 4 above.

(b) -0- the amount listed in Item 5 above (no amount, -0-)

(c) \$100,000 subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: legal representative: Jennifer Davis, Esq.

8. Check if Property other than Real Property is being transferred on this Deed:

(a) ☐ Mobile Home (b) ☐ Other

9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: , deceased; CASE NO:

Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina, that he has prepared the Deed of Distribution for the Personal Rep. in the Estate of , deceased, and that the grantee therein is correct and conforms to the estate file for the above named decedent.

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

SWORN to before me this 9th
day of July 2004.

John C. Hill
Notary Public for South Carolina

My Commission Expires: 9/6/2011

Jennifer W. Davis
JENNIFER DAVIS, ESQ. LEGAL REPRESENTATIVE

RECORDER'S PAGE

This page Must remain with
the original document.



DK T502-8783

Dennis J. Chiles, Jr., P.A.
260 W. Coleman Blvd.
Mt. Pleasant, SC 29464

Recording

Fee 11.00

State

Fee 260.00

County

Fee 110.00

Postage _____

TOTAL 381.00

C

T502-878
2004 JUL 21 PM 3:52

REGISTER
CLERK OF COURTS
COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP MB

DATE 7/27/04

RECEIVED FROM RMC

JUL 27 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CHARLES E. PALMER, JR. and FAYE PALMER PRIESTER, as Co-Trustees^{*} of the Rebecca M. Palmer Personal Residence Trust ("Grantor"), in the State aforesaid, County aforesaid, as the owner of the property described in Exhibit A, for/and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and No More, to Grantor in hand paid at and before the sealing of these presents by SARAH PALMER REYNOLDS ("Grantee"), in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee, a one-fourth undivided interest in the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said

Premises unto the said Grantee against the Grantor and Grantor's Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 6th day of July,

in the year of our Lord two thousand and four and in the two hundred and twenty-
eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Alta Hill
Mamie J. Williams

CHARLES E. PALMER, JR., Co-Trustee (L.S.) *

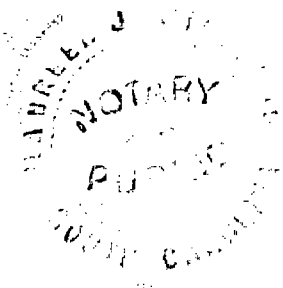
STATE OF South Carolina
~~FLORIDA~~
COUNTY OF Charleston
~~BROWARD~~

PERSONALLY appeared before me, the undersigned witness, and made oath that he/she saw the within named CHARLES E. PALMER, JR., sign, seal and as his act and deed, deliver the within written Deed and that he/she with the other witness above-named witnessed the execution thereof.

Alta Hill
WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME
this 6th day of July, 2004.

Mamie J. Williams (L.S.)
Notary Public for the State of Florida
My Commission Expires: 3-3-08



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Atta Hill (L.S.) Faye Palmer Priester
FAYE PALMER PRIESTER, Co-Trustee *
Marguerite J. Williams

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PERSONALLY appeared before me, the undersigned witness, and made oath that he/she saw the within named FAYE PALMER PRIESTER, sign, seal and as her act and deed, deliver the within written Deed and that he/she with the other witness above-named witnessed the execution thereof.

Atta Hill
WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME
this 10th day of July, 2004.

Marguerite J. Williams (L.S.)
Notary Public for South Carolina
My Commission Expires: 3-3-08

EXHIBIT "A"

All that certain piece, parcel or lot of marsh land adjoining and lying generally to the south of Lot 6 in Block K of The Crescent in the County of Charleston, State aforesaid, and between said Lot 6 and Wappoo Creek, the said premises hereby conveyed having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard, Surveyor, September 12, 1963, and of record in the R.M.C. Office for Charleston County in Plat Book Q, at page 116, being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC; being the same as conveyed to the Grantor herein by deed of the Wappoo Realty Company dated December 12, 1963 and researched in the RMC office for Charleston County in Book E79 at Page 90 on December 12, 1963.

The said premises are conveyed subject to the same restrictions, reservations, covenants and conditions running with the land that are imposed by and referred to in the deed of conveyance of said Lot 6 in Block K from C. S. Dwight to Rebecca M. Palmer dated September 22, 1959, and of record in the said R.M.C. Office in Book R-68, at page 10, and, in addition thereto, to the following restriction, reservation, covenant and condition running with the land, that is to say, that for and during the period of twenty-five (25) years next following the date of these presents, the said Lot 6 in Block K and the marsh lot hereby conveyed shall not be sold or otherwise disposed of separately, and may be sold or otherwise disposed of only as a single unit; and also all that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J.P. Gaillard, Surveyed February 1929, and recorded in Book F-35, page 168 in the RMC Office for Charleston County.

The above referred to lot BUTTS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K,

133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with the permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assign, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wappoo Realty Company, and recorded in Book Q32, page 285 in the RMC Office for Charleston County.

The above described property is a part of the property conveyed to the Grantor herein by deed dated December 22, 1998, and recorded in the RMC Office for Charleston County in Book V317, at page 567, on January 5, 1999.

of Rebecca M Palmer

TMS #: 421-14-00-024

Grantee's Address and Send Tax Bill to:

SARAH PALMER REYNOLDS
147 Browns River Road
Lexington, SC 29072-9454

DEED PREPARED BY:

Dennis J. Christensen, PA
260 W. Coleman Boulevard, Ste. D
Mt. Pleasant, SC 29464

00005463

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

150296857

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred **BY: Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust**
TO: Sarah Palmer Reynolds *is Beneficiary of trust RW* **ON: 7/6/04**
The transaction was (Check one):
 3. Check one of the following: The Deed is:
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) ☒ exempt from the deed recording fee because Exemption # 9 *RW* ~~Explain Consideration less than 100.00~~
 4. Check one of the following if either item 3 (a) or item 3 (b) above has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
 5. Check Yes ___ No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$ _____.
 6. The DEED Recording Fee is computed as follows:
 - (a) the amount listed in Item 4 above.
 - (b) the amount listed in Item 5 above (no amount, -0-)
 - (c) subtract Line 6(b) from Line 6(a) and place the result.
 7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
legal representative
 8. Check if Property other than Real Property is being transferred on this Deed:
 - (a) Mobile Home
 - (b) Other
 9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: _____, deceased; CASE NO: _____
Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina, that he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____, deceased, and that the grantee therein is correct and conforms to the estate file for the above named decedent.
 10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 7th
day of July, 2004.
Gaite Holdcraft
Notary Public for South Carolina
My Commission Expires: 8/1/04


LEGAL REPRESENTATIVE

RECORDER'S PAGE

This page Must remain with
the original document.



Dennis J. Christensen, Jr.
260 W. Coleman Blvd.
Mt. Pleasant, SC 29464

Recording

Fee 12.00

State

Fee _____

County

Fee _____

EXEMPT

Postage _____

TOTAL 12.00

C

T502-852

2004 JUL 27 11:04:49

COLLECTED COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP MB

DATE 7/27/04

RECEIVED FROM RMC

JUL 27 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOHN C. PALMER ("Grantor") in the State aforesaid, County aforesaid, as the owner of a One-Fourth (1/4th) undivided interest in the property described in Exhibit A, for/and in consideration of the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) and No More, to me in hand paid at and before the sealing of these presents by SARAH PALMER REYNOLDS ("Grantee"), in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee a One-Twelfth (1/12th) interest in the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, forever.

AND I do hereby bind myself and my Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee against the Grantor and Grantor's Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 7th day of July, in the
year of our Lord two thousand and four and in the two hundred and twenty-seventh year
of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lauren Pope (L.S.)
Donna E Black JOHN C. PALMER

STATE OF South Carolina
COUNTY OF Greenville

PERSONALLY appeared before me, the undersigned witness, and made oath that
he/she saw the within named JOHN C. PALMER sign, seal and as his act and deed,
deliver the within written Deed and that he/she with the other witness above-named
witnessed the execution thereof.

Donna E Black

SWORN TO AND SUBSCRIBED BEFORE ME
this 7th day of July, 2004.

Lauren Pope (L.S.)
Notary Public for the State of South Carolina
My Commission Expires: 10/30/2013

EXHIBIT "A"

All that certain piece, parcel or lot of marsh land adjoining and lying generally to the south of Lot 6 in Block K of The Crescent in the County of Charleston, State aforesaid, and between said Lot 6 and Wappoo Creek, the said premises hereby conveyed having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard, Surveyor, September 12, 1963, and of record in the R.M.C. Office for Charleston County in Plat Book Q, at page 116, being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC; being the same as conveyed to the Grantor herein by deed of the Wappoo Realty Company dated December 12, 1963 and researched in the RMC office for Charleston County in Book E79 at Page 90 on December 12, 1963.

The said premises are conveyed subject to the same restrictions, reservations, covenants and conditions running with the land that are imposed by and referred to in the deed of conveyance of said Lot 6 in Block K from C. S. Dwight to Rebecca M. Palmer dated September 22, 1959, and of record in the said R.M.C. Office in Book R-68, at page 10, and, in addition thereto, to the following restriction, reservation, covenant and condition running with the land, that is to say, that for and during the period of twenty-five (25) years next following the date of these presents, the said Lot 6 in Block K and the marsh lot hereby conveyed shall not be sold or otherwise disposed of separately, and may be sold or otherwise disposed of only as a single unit; and also all that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J.P. Gaillard, Surveyed February 1929, and recorded in Book F-35, page 168 in the RMC Office for Charleston County.

The above referred to lot BUTTS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K, 133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with the permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assign, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wappoo Realty Company, and recorded in Book Q32, page 285 in the RMC Office for Charleston County.

The above described property is a part of the property conveyed to the Grantor herein by deed dated 7-6, 2004, and recorded 7-21, 2004, in the RMC Office for Charleston County in Book T502 at page 859

TMS #: 421-14-00-024

Grantee's Address and Send Tax Bill to:

SARAH PALMER REYNOLDS
147 Browns River Rd.
Lexington SC 29072-9454

DEED PREPARED BY:

Dennis J. Christensen, PA
 260 W. Coleman Boulevard, Ste. D
 Mt. Pleasant, SC 29464
 00005772.WPD

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

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

The property is being transferred BY: John C. Palmer

TO: Sarah Palmer Reynolds

ON:

EX 15024876

The transaction was (Check one):

3. Check one of the following: The Deed is:

(a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

(c) ☐ exempt from the deed recording fee because Exemption # Explain:

4. Check one of the following if either item 3 (a) or item 3 (b) above has been checked.

(a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 100,000.

(b) ☐ The fee is computed on the fair market value of the realty which is \$

(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes ☐ No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$

6. The DEED Recording Fee is computed as follows:

(a) \$100,000 the amount listed in Item 4 above.

(b) -0- the amount listed in Item 5 above (no amount, -0-)

(c) \$100,000 subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: legal representative: Jennifer Davis, Esq.

8. Check if Property other than Real Property is being transferred on this Deed:

(a) ☐ Mobile Home (b) ☐ Other

9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: , deceased; CASE NO:

Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina, that he has prepared the Deed of Distribution for the Personal Rep. in the Estate of , deceased, and that the grantee therein is correct and conforms to the estate file for the above named decedent.

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

SWORN to before me this 9th
day of July, 2004.

John M. Hill
Notary Public for South Carolina
My Commission Expires: 9/6/2011

Jennifer W. Davis
JENNIFER DAVIS, ESQ. LEGAL REPRESENTATIVE

RECORDER'S PAGE

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the original document.



Dennis J. Christensen, P.A.
260 W. Coleman Blvd
Mt. Pleasant, SC 29464

Recording

Fee 11.00

State

Fee 260.00

County

Fee 110.00

Postage

TOTAL 381.00

C

FILED

T502-872
2004 JUL 21 PM 3:52

REGISTER
CLERK
COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP MB

DATE 7/27/04

RECEIVED FROM RMC

JUL 27 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

(TITLE NOT SEARCHED)
WARRANTY DEED IN TRUST

22^c

1963.

in the said R.M.C. Office in Book R-68, at page 10, and, in

addition thereto, to the following restriction, reservation, covenant and condition running with the land, that is to say, that for and during the period of twenty-five (25) years next following the date of these presents, the said Lot 6 in Block K and the marsh lot hereby conveyed shall not be sold or otherwise disposed of separately, and may be sold or otherwise disposed of only as a single unit; and also all that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J.P. Gaillard, Surveyed February 1929, and recorded in Book F-35, page 168 in the RMC Office for Charleston County.

The above referred to lot BUTTS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K, 133.2 feet, and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with the permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wappoo Realty Company, and recorded in Book Q32, page 285 in the RMC Office for Charleston County.

The above described property is a part of the property conveyed to Charles S. Dwight by Marie G. Dwight, by deed dated May 11, 1940, and recorded in Book R21, page 125 in the RMC Office for Charleston County, and by Charles S. Dwight to the Grantor herein by deed dated September 22, 1959 and recorded September 24, 1959 in the RMC Office for Charleston County in Book R68 at page 10.

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

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth unto the Co-Trustees, their heirs and assigns and successors in trust, in fee simple, forever.

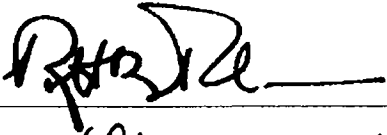
Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate streets, highways or alleys and to vacate any subdivision or part thereof, and to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to

be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

And the said Grantor does hereby bind herself and her heirs and assigns to warrant and forever defend all and singular the said premises unto the said Co-Trustees, their heirs and assigns and successors in trust, against herself and her heirs and all other persons lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set her hand
and seal this 22nd day of December, 1998.



Ripa M. Killian



REBECCA M. PALMER

GRANTEE'S ADDRESS: P. O. BOX 704
6619 OLD JACKSONBORO ROAD
RAVENEL, SC 29470

TMS #: 421-14-00-024

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn says that (s)he saw the above named, REBECCA M. PALMER, as Grantor, sign, seal and as her act and deed deliver the above written WARRANTY DEED IN TRUST; and that (s)he, with the other witness subscribed above, witnessed the due execution thereof.

Gina M. Kilbe
Witness

SWORN TO before me this
22nd day of December, 1998

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 8/10/2002



STATE OF SOUTH CAROLINA
COUNTY OF Charleston

AFFIDAVIT

Date of Transfer of Title
(Closing date) 12/22/1998

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Rebecca M. Palmer
TO Rebecca M. Palmer Trust ON 12/22/98
3. Check one of the following: *The DEED is*
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) ☒ EXEMPT from the deed recording fee because (exemption# 1 and 8)
(Explanation If required) consideration less than \$100 and transfer into a trust with grantor as a beneficiary
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : Attorney
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Grantor, Grantee, or Legal Representative
connected with this transaction

ROBERT B. PEARLMAN

Print or Type Name here

Sworn to before me this 24th
day of December 1998Notary Public for South Carolina
My Commission Expires: 11-20-2006

PEARLMAN & PEARLMAN, P.C.
ATTORNEYS AT LAW
P.O. Box 22648
CHARLESTON, SC 29413-2648

BK V317PG574

Recording
Fee 13.00

State
Fee EXEMPT

County
Fee EXEMPT

Postage

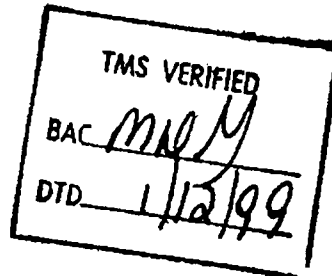
TOTAL 13.00
A

FILED

V317-567

99 JAN -5 PM 12:12

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC



Recorded this 5 day of JAN Year 99
On Property Record Card

Reggie A. Mosley
Auditor Charleston County

Declaration of Trust

STATE OF SOUTH CAROLINA) QUALIFIED PERSONAL RESIDENCE
) TRUST AGREEMENT
COUNTY OF CHARLESTON)

This Agreement made this 22^d day of December, 1998, between REBECCA M. PALMER (hereinafter referred to as the Grantor) and CHARLES E. PALMER, JR., and FAYE PALMER PRIESTER as the Co-Trustees, (hereinafter *AKA Faye P. Priester* collectively referred to as the Trustee). This Trust shall be known as the REBECCA M. PALMER PERSONAL RESIDENCE TRUST.

ARTICLE I Establishment of Trust

The Grantor has irrevocably paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby irrevocably pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof. This property and any other property that she may transfer to the Trustee in the future and any property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

The Trustee accepts the personal residence subject to any mortgage on the personal residence, but does not assume payment thereof. As consideration for the Trustee's undertaking under this trust, the Grantor remains personally liable on the

mortgage and agrees to pay principal and interest on it as the principal and interest becomes due and to immediately reimburse the Trust Estate for any payments made by the Trustee as the result of any action or proceeding to foreclose the mortgage or to collect the debt secured by it.

ARTICLE II
Irrevocable Provisions

This Agreement and the Trust created hereunder shall be irrevocable and the Grantor hereby expressly acknowledges that she shall have no right or power, whether alone or in conjunction with others (in whatever capacity), to alter or amend the Trust or any one of the terms of this Agreement in any respect or particular, in whole or in part, or to be a substitute or successor Trustee by court order, operation of any law, or otherwise.

ARTICLE III
Distribution of Trust Income and Principal

This Trust shall be held, administered and distributed as follows:

3.1 Commencing with the date the Trustee first receives assets, the Trustee shall pay to the Grantor during the Trust term all the net income from this Trust in convenient installments but no less frequently than annually.

3.2 The Trust shall terminate on the earlier of

3.2.1 the death of the Grantor; or

3.2.2 the fourth (4th) anniversary of the first transfer of property to this

Trust.

3.3 Upon termination of the Trust, the Trust assets as then constituted shall be distributed as follows:

together with any accrued and undistributed income, to the Grantor's Personal Representative to be disposed of as part of the Grantor's estate.

3.3.2 If termination occurs as a result of the expiration of the trust term pursuant to Section 3.2.2 above, all the remainder of the Trust principal shall be divided into equal shares so as to provide one share for each of the Grantor's four children, CHARLES E. PALMER, JR., FAYE PALMER PRIESTER, JOHN C. PALMER and SARAH P. REYNOLDS, provided, however, the then living issue of any of Grantor's predeceased children shall take by representation (*per stirpes*) the share which his, her or their parent would have taken had such parent survived. The share provided for each of CHARLES E. PALMER JR., FAYE PALMER PRIESTER and SARAH P. REYNOLDS, respectively, and any share provided for the issue then living of a deceased child of Grantor shall be paid over free of trust and distributed to Grantor's said child, or said issue, as the case may be. The share provided for Grantor's son JOHN C. PALMER shall instead continue to be held by the Trustee subject to a Spendthrift Trust. The Trustee may pay the net income collected from the share thereafter constituting said trust estate to Grantor's said son, JOHN C. PALMER, or for his benefit, at such times and in such amounts as the Trustee in it's sole and absolute discretion may from time to time determine, and may withhold and retain in the Trust all or any part of the said income for such periods as it may in it's sole discretion from time to time determine. Furthermore, in the event that Grantor's said son, JOHN C. PALMER, shall be in need of funds in excess of the net income derived from said Trust and from any other source of income which may be reasonably available to Grantor's said son, in order to provide for his reasonable medical care, education, support and maintenance (including the acquisition of a personal residence or the establishment of a

reasonable personal business), then said Trustee is authorized, from time to time in it's sole and absolute discretion, considering such factors as it may deem relevant to the best interests of Grantor's said son, to encroach upon the corpus of the Trust for said purposes and to pay over to Grantor's said son or for his benefit such amounts, if any, including all thereof, as said Trustee, in it's sole and absolute discretion, deems necessary or advisable; provided, however that Grantor's said son, while acting as a Trustee of said Trust, if ever, shall not participate in any decision regarding encroachment on corpus of said Trust for his own benefit, but any such decision shall be instead made entirely by the Co-Trustee then serving, or if none, then by the court having jurisdiction over this Trust. Any such encroachment on corpus need not be made good or reimbursed from later income accruing to Grantor's said son, but shall be and remain a general deduction from the corpus of said trust estate. Said trust shall terminate at the death of Grantor's said son, JOHN C. PALMER, whereupon the Trustee shall distribute the residue of said trust, if any, to or for the benefit of any one or more of the spouse and children of JOHN C. PALMER in such shares as he may appoint and provide by Last Will making specific reference to this power of appointment, or in default thereof, or to the extent not effectively appointed, in equal shares to such of the children of JOHN C. PALMER as are then living, the descendants then living of a predeceased child of Grantor's said son to take by representation, per stirpes, the share that his or her deceased parent would have taken had he or she been then living. If there be any net income remaining in the trust at the termination thereof, the Trustee shall deliver and distribute all such income together with said principal. In the meantime, however, the income or principal of the spendthrift trust, or any share held in trust at any time under this Qualified Personal Residence Trust shall not be assignable

and cannot be anticipated or alienated in any manner by the beneficiaries, present or future, or any of them, nor shall any income or principal of the trust property be subject to be taken upon execution, or be subject to any process, legal or equitable; nor be affected by bankruptcy proceedings or insolvency; nor shall they be subject to the control or claims of creditors or other claimants of any kind, or of the spouse of any beneficiary. If there should be a total lapse of beneficiaries of said Spendthrift Trust established for JOHN C. PALMER at the time of distribution thereof, then the share constituting said trust shall be distributed to the heirs at law of Grantor's said son, JOHN C. PALMER, as determined by the South Carolina laws of descent and distribution as they exist at the time of said lapse.

3.4 If there remains any income which has been received by the Trustee but which has not been distributed to the Grantor at the time of termination, the Trustee shall distribute said income to the Grantor.

3.5 The Trustee shall make no other payments of trust income or principal to any other persons during the trust term.

3.6 The Grantor directs that, despite any rule of law that would apply otherwise, (i) the Trustee shall not pay to, or on behalf of, the Grantor the amount of any taxes caused by the sale of any of the assets of the trust principal, and (ii) the Grantor shall have no interest of any kind in the principal.

ARTICLE IV
State of Intent

This Trust Agreement and the trust it creates are irrevocable and

notwithstanding any provision of this Trust Agreement to the contrary, it is the Grantor's intention that the Trustee provide the Grantor with use of the trust property in lieu of producing an income for the Grantor and that:

4.1 The transfers to the trust by the Grantor are completed gifts of remainder interests in the trust corpus which are subject to federal and state gift taxes.

4.2 No interest in any property transferred to this Trust shall be included in the Grantor's gross estate for federal estate tax purposes, if she is still living when the trust terminates.

4.3 The Grantor expressly acknowledges that she has no right or power, whether alone or in conjunction with others (in any capacity) (i) to alter or amend the trust or any of its terms, (ii) to designate the persons who shall possess or enjoy the trust property or the income from it, (iii) or to be a substitute or successor Trustee under any circumstances including operation of law.

4.4 The interest retained by the Grantor constitutes an interest in a residence to be used as a personal residence with the meaning of Section 2702(a)(3)(A)(ii) of the Internal Revenue Code, and this Trust shall be construed and administered in a manner that complies with that section and any regulations to be issued for a trust which meets the requirements of that section. If any provision of this Trust is inconsistent with that section or the regulations, then the Internal Revenue Code section or regulations shall override such inconsistent provision. If at any time the section or regulations require additional requirements not contained in this Trust Agreement, such provisions shall be incorporated by reference and shall be a part of this Trust Agreement as though fully set forth herein,

superseding the provisions set forth herein, and the Trustee is authorized by a written instrument, delivered to the Grantor, the Grantor's children and to the Probate Court of Charleston County, South Carolina, to amend this Trust Agreement to add such provisions at any time and from time to time, or to otherwise meet additional requirements, and any amendment shall be retroactive to whatever extent required to make the Grantor's interest a qualified trust income interest.

ARTICLE V
Qualified Personal Residence Trust

This trust is intended to be a "Qualified Personal Residence Trust" within the meaning of Section 2702(a)(3)(A)(ii) of the Internal Revenue Code and Section 25.2702-5(c) of the Proposed Regulations.

The limitations and conditions of this Trust imposed on this Trust by this ARTICLE V shall continue in effect during the existence of any term interest in the Trust.

5.1 There shall be no distributions of any income or corpus of this Trust to any beneficiary other than the Grantor during the existence of any term interest in the Trust.

5.2 (i) This Trust is prohibited from holding, for the entire term of the Trust, any asset other than one residence to be used as a personal residence by the Grantor, except as otherwise provided below in this Section 5.2.

(ii) Additions of cash may be made to the Trust, and the Trust may hold cash in a separate account, but not in excess (when added to the cash already held

in the account for such purposes) of the amount required:

(A) For payment of Trust expenses (including mortgage payments) already incurred or reasonably expected to be paid by the Trust within six (6) months from the date the addition is made;

(B) For improvements to the residence to be paid by the Trust within six (6) months from the date the addition is made; and

(C) On the creation of the Trust, for the purchase of a personal residence within the next three (3) months, provided the Trustee has previously entered into a contract to purchase that personal residence, and further, for the purchase by the Trust of a replacement residence within three (3) months of the date the addition is made, provided the Trustee has previously entered into a contract to purchase that residence.

(iii) Any improvement to the residence must meet the requirements of a personal residence.

(iv) The Trust may sell the residence and may hold any proceeds from the sale of the personal residence (including any income thereon) in a separate account for a period not to exceed two years from the date of sale, if the Trustee intends to use the proceeds within that period to purchase another residence to be used as a personal residence by the Grantor. Proceeds of insurance paid to the Trust as a result of damage to or destruction of the personal residence may be held by the Trustee in a separate account for a period not to exceed two years after the date of damage or destruction if the

Trustee intends to use the proceeds for repair, improvement, or replacement of the personal residence.

5.3 Any and all cash held by the Trust in excess of the amount permitted by Section 5.2 above, must be distributed as least quarter-annually to the Grantor. In addition, upon termination of the Grantor's interest in the Trust, any and all cash in the Trust held for the payment of expenses of the Trust then due that are not so used must be distributed outright to the Grantor within thirty (30) days of termination.

5.4 The Grantor's interest shall not be commuted or prepaid.

5.5 (i) Except as provided in Section 5.5(ii), below, if the residence held by the Trust ceases to be a personal residence of the Grantor, the Trust shall cease to be a qualified personal residence trust and shall terminate, and all Trust property shall be distributed outright to the Grantor within thirty (30) days thereafter. Sale of a personal residence is not cessation of use as a personal residence only if the proceeds of sale are used within two years from the date of sale to purchase another residence to be used by the Grantor as a personal residence. If no residence is purchased within two years after the date of sale (or upon termination of the Grantor's interest, if earlier), or if there are excess proceeds after another residence is purchased, then with respect to said proceeds this Trust shall cease to be a qualified personal residence trust. Likewise, damage or destruction to the personal residence rendering it unusable as such shall not be cessation of use as a personal residence only if the proceeds of insurance are used within two (2)

years of the date of damage or destruction for completion of the replacement of or repairs to the residence or to acquire a new residence. If the replacement of or repairs to said residence is not completed, or a new residence is not acquired by the Trust, within said time (or upon termination of the Grantor's interest, if earlier), then with respect to all said insurance proceeds held by the Trust at the end of said two (2) year period (or the termination of the Grantor's interest or the acquisition of a new residence, if earlier), this Trust shall cease to be a qualified personal residence trust.

(ii) Notwithstanding Section 5.5(i) above, if the residence held by the Trust ceases to be a personal residence of the Grantor, or to the extent this Trust ceases to be a qualified personal residence trust, then within thirty (30) days thereof the Trust corpus may (in the sole and absolute discretion of the Trustee) thereafter be converted to and held for the balance of the term interest in a separate Trust meeting all the requirements of and functioning exclusively as a Qualified Annuity Trust, effective from the date of sale of the residence, the date of damage or destruction, or the cessation of use of the residence as a personal residence of the Grantor, as the case may be. The amount of the annuity must be no less than an amount determined by dividing the lesser of the value of all interests retained by the Grantor (as of the date of the original transfer or transfers) or the value of all trust assets (as of the date of conversion to a qualified annuity interest) by an annuity factor determined --

(A) As of the date of the original transfer, using the rate determined

under Section 7520 of the Internal Revenue Code as of that date, and

(B) For the original term of the Grantor's interest, and

(C) Assuming the annuity percentage equals the rate determined in

(A).

If, however, on the date of conversion to a qualified annuity interest, the assets of the Trust include a residence used or held for use as a personal residence, the annuity amount determined above shall be multiplied by a fraction, the numerator of which is the excess of the fair market value of the trust assets on the date of conversion over the amount (including acquisition costs) reinvested in the new residence or expended for repairs of the existing residence, and the denominator of which is the fair market value of the Trust assets on the date of conversion, and the annuity amount shall be no less than the product determined.

ARTICLE VI Definitions

For purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. Half blood relations shall be treated as whole blood

relations. The terms "child", "children", "issue", "descendant" and "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

ARTICLE VII
Grantor's Power to Substitute
Assets of Equivalent Value

7.1 At any time during the Trust Term, the Grantor shall have the power, in a nonfiduciary capacity, to withdraw any asset of the Trust Estate if the Grantor simultaneously substitutes other assets of equivalent value. Notwithstanding the preceding sentence, during the Trust Term with respect to the Trust being administered under Article V, this power shall be limited to reacquire any personal residence held in the Trust by substituting another personal residence of equivalent value. This power shall be exercised by written notice to the Trustees who shall promptly comply with the notice.

7.2 If the Grantor exercises the power of substitution under this Article, she shall certify that the substituted property is of equivalent value to the property for which it is substituted. The Trustees may independently verify this certification of value.

ARTICLE VIII
Trustee Authorized to Hold Trust Estate

Until such time after the termination of this Trust pursuant to Article III, Section 3.3.2 as the Trustee shall receive written instructions from the remainder beneficiaries specifically referring to this instrument and to this section thereof, to distribute to such beneficiaries the Trust Estate to which such beneficiaries are then entitled, the

Trustee is authorized to continue to hold such Trust Estate, and the Trustee shall continue to have all powers given in this instrument until the earlier of (i) the death of the Grantor, (ii) such request for distribution is made, or (iii) the Trustee shall determine to make distribution. If, after the termination of this Trust pursuant to Article III, Section 3.3.2, any one or more the Grantor's four children as specified in Article III, Section 3.3.2 above dies prior to distribution of the Trust Estate as provided herein, the share of such deceased child shall be distributed to his or her estate within a reasonable time after the death of such child.

ARTICLE IX
Trustees' Powers and Rights

9.1 Powers. In the administration of any property, real or personal, at any time forming a part of the Trust Estate, including any accumulated income, the Trustee shall have the following rights and powers, in addition to and not by way of limitation of the powers provided by the South Carolina Uniform Trustees' Powers Act and other provisions of law, subject however, to any conditions or limitations stated elsewhere in this trust instrument, to be exercised in their absolute discretion:

A. Residence. To hold and retain any residence without regard to diversification of the Trust Estate.

B. Repairs. To make all repairs, alterations and improvements as they may deem advisable to any residence held under this Trust.

C. Insurance. To purchase any type or kind of insurance that they

may deem advisable to protect any residence held under this Trust.

D. Compliance. To comply with all building codes, zoning and licensing requirements, and other Federal, State and local requirements for any residence held under this Trust.

E. Condemnation. To act on behalf of this trust in any eminent domain proceedings for the condemnation of any residence held under this Trust and, if they deem it advisable, to employ independent real estate experts for appraisal and testimony in connection with any eminent domain proceedings.

F. Casualty. For any residence held under this Trust which is damaged or destroyed, whether by fire, storm or otherwise, to repair or rebuild the residence in the manner that they may determine, using the proceeds of any insurance which may become available as a result of the damage or destruction, or, to the extent that the insurance is not sufficient, the principal held under this Trust.

G. Mortgage. To mortgage any residence held under this Trust in the amount, on the conditions, and at the rates of interest, that they deem advisable.

H. Borrowing. To borrow money from any party, including the Grantor or the Trustees, to protect, preserve or improve any property held under this Trust, or to pay the Annuity Amount, whenever in their judgment it is considered advisable; to execute promissory notes or other obligations for the borrowed amounts, and to secure the payment of the borrowed amounts by mortgage on, security interest in, or pledge of any property held under this Trust.

I. Sale. To sell (for cash or deferred payment with or without security),

to exchange, to partition or to otherwise dispose of any property which may at any time form part of the Trust Estate at the times and upon the terms and without court order that they deem advisable, and to make, execute and deliver any and all deeds, conveyances, bills of sale and other instruments necessary or proper in connection with this paragraph.

J. Investments. To invest and reinvest the Trust Estate in any kind of property, whether or not the investments are of the character permissible for investments by fiduciaries under applicable law, and without regard to the effect that the investment or reinvestment may have upon the diversification of the investments.

K. Claims. To compromise, submit to arbitration, abandon or otherwise adjust any claims against or in favor of this Trust, and to commence or defend any litigation relating to this Trust or the property of the Trust that they deem advisable at the sole expense of the Trust Estate.

L. Expenses. To discharge all taxes, insurance premiums operating expenses, overhead and other charges imposed upon or incurred in connection with the Trust Estate and properly incident to its care, preservation and management, and all other reasonable and necessary costs and charges incident to the administration of this Trust, including but not limited to the employment of any custodian, attorney, accountant, or any other agent or fiduciary to assist and advise the Trustees in the administration of the Trust, and to rely on the advice, and to pay reasonable compensation for all professional services out of the principal of the Trust Estate.

M. Loans. To lend money to any person or persons, entity or entities, including the Grantor, upon the terms and in the ways and with the security that they deem

advisable in the best interest of the beneficiaries under this Trust.

N. Allocations. To determine the allocation of receipts and apportionment of expenses between principal and income of the Trust Estate in accordance with South Carolina law, and to pay from the income or principal of the Trust Estate, as the case may be, the expenses properly chargeable to the income or principal of the Trust Estate and permitted by Treas. Reg. Section 25.2702-5.

O. Voting. To vote on all securities of the Trust Estate, and to become a party to any agreements deemed advisable by them in connection with the securities.

P. Administration. To do any and all acts, to exercise any and all rights, to enter into any and all proceedings, contracts (including contracts containing guarantees, warranties, representations and indemnifications of any kind of nature), and other instruments (whether or not specified above and including but not limited to the preparation and filing of any and all documents and instruments and the payment of any and all expenses in that connection) necessary or proper in their opinion in the administration of this Trust, as fully as if they were the absolute owners of the trust property.

9.2 Taxes. If the Trust Estate or any part of it is chargeable with any claim for estate, legacy, succession, transfer, inheritance or similar tax or duty (the "taxes") by reason of the death of any person, the Trustees may pay the taxes to the executors or administrators of the estate of that person or directly to any collector of the taxes and may subject themselves and this Trust to the jurisdiction of any court within or without the State

of South Carolina in order to determine or apportion the taxes, irrespective of the domicile of that person at his or her death. This paragraph shall not be deemed of itself to create any liability for any taxes or any part of any taxes.

9.3 Third Party Reliance. No person dealing with the Trustees shall be bound to see to the application or disposition of cash or other property transferred to them or to inquire into the authority for or propriety of any action by the Trustees.

9.4 Professional Advice. The Trustees are specifically authorized to rely, without liability except for their own actual fraud or willful wrongdoing, on the advice of investment counsel, Attorneys, Accountants or other appropriate advisors (including any firm with which any of the Trustees may be affiliated). They may, under a contract or contracts with an investment counsel or other appropriate advisor, delegate all or a portion of their investment powers to an investment counsel or other appropriate advisor (notwithstanding any law or rule of law making trustees' powers non-delegable or any other law), and, if they do so, they shall not be liable for losses incurred by reason of that delegation or incurred in acting or refraining from acting in reliance of the advice of the investment counsel or other appropriate advisor.

9.5 Tax Law Restriction. Notwithstanding anything in this trust instrument to the contrary, no rights or powers stated in this trust instrument or accorded to trustees generally under law shall be construed to enable or to empower the Trustee, the Grantor, any person or entity serving as Trustee who may in any way be deemed to be the agent of the Grantor, to perform any act or omission that would subject all or any portion of the Trust Estate to inclusion in the Grantor's estate for Federal estate tax purposes or that

would be inconsistent with the treatment of this trust as a qualified personal residence trust within the meaning of Section 2702(a)(3)(A)(ii) of the Code and Treas. Reg. Section 25.2702-5. This paragraph shall be construed as a precedent (and not as a subsequent) limitation or condition.

ARTICLE X
Restrictions on Powers

Notwithstanding any other provisions, but subject, however, to any conditions or limitations stated elsewhere in this trust instrument:

10.1 No powers conferred upon the Trustee in this trust instrument shall be construed to enable the Grantor, the Trustee or any other person to purchase, exchange, or otherwise deal with or dispose of all or any part of the principal or income of the trust for less than an adequate consideration in money or money's worth.

10.2 The Grantor may not borrow from the trust, directly or indirectly, without adequate interest or security. Any loan to the Grantor may be made solely upon the determination of a Trustee other than the Grantor and other than a person who is "related or subordinate" as defined in Section 672(c) of the Internal Revenue Code, or the corresponding provision of a subsequent law then in effect.

10.3 No person other than the Trustee shall have or exercise the power to vote or direct the voting of any shares or other securities of the Trust Estate, or to control the investment of the Trust Estate either by directing investments or reinvestments.

10.4 No part of the assets held in the trust shall be used or applied to the payment of any premium on any policy of insurance on the Grantor's life.

10.5 The Trustee shall not use the income or principal of the trust to satisfy any legal obligation of the Grantor or the Trustee.

10.6 All powers given to the Trustee by this instrument are exercisable by the Trustee only in a fiduciary capacity.

10.7 No individual Trustee named herein or subsequently appointed shall be entitled to nor shall any individual Trustee take any commission or fee for serving as such during the term of this Trust, provided, always, that the Trustee shall be entitled to reimbursement for his or her reasonable expenses in connection with performing duties hereunder.

10.8 Notwithstanding any other provision of this trust instrument, the Trustee shall not sell or transfer the personal residence, directly or indirectly, to the Grantor, the Grantor's spouse, or an entity controlled [within the meaning of Treas. Reg. Sect. 25.2702-2(b)(5)(ii) and (iii)] by the Grantor or the Grantor's spouse during the Trust Term or at any time after the Trust Term that the trust is treated as owned by the Grantor or the Grantor's spouse under Sections 671 through 677 of the Internal Code of 1986, as amended from time to time.

ARTICLE XI
Resignation of the Trustee

Any Trustee shall have the right to resign at any time by giving written notice to the successor Trustee designated below or, if none, to the person or persons designated below who are authorized to appoint a successor Trustee. Such resignation shall become

effective upon acceptance of the trusteeship by a successor Trustee.

ARTICLE XII
Substitute Trustee

If either of the Co-Trustees named herein gives notice of resignation, becomes incapacitated, dies or otherwise ceases to act as Trustee, the successor Co-Trustee shall be JOHN C. PALMER, who shall serve in his or her place and stead. If all named Co-Trustees shall fail to serve or continue to serve, the Charleston County Probate Court may appoint a successor Trustee.

Any successor Trustee appointed pursuant to the foregoing provisions must be an association or corporation qualified to exercise trust powers or an individual other than the Grantor.

The appointment of any successor Trustee shall be effected by an instrument which has been signed by the successor Trustee accepting the appointment and which has been delivered to the resigning Trustee or the Probate Court, as the case may be. The Grantor shall be given notice of the change of trustee, but may not participate in its appointment.

ARTICLE XIII
Bond

Neither original Co-Trustee nor any substitute or successor Trustee shall be required to post bond.

The Trustee shall at least annually render to all adult income beneficiaries

of any trust herein and to any person or court appointed Personal Representative of any minor or incompetent income beneficiaries, statements of its management of the Trust, showing all receipts, disbursements and distributions of both income and principal. If the Trustee does not receive any objection in writing from these persons within sixty (60) days after the rendering of the statements, the statements shall be deemed approved by these persons and the approval as to all matters and transactions stated in the statements or shown thereby, shall be final and binding upon all persons, whether in being or not, who are then or may thereafter be interested in, or entitled to share in, either the income or principal of the Trust, but the right to assent to the Trustee's account does not include any power or right to enlarge or shift the beneficial interest of any Trust Beneficiary.

No person or corporation becoming Trustee shall be under any duty to examine, verify, question or audit the books, records or accounts or transactions of any preceding Trustee.

Furthermore, no individual acting as Trustee shall at any time be held liable for mistake of law or of fact, or of both law and fact, or errors of judgement, nor for any loss coming to said trust estate or to any beneficiary hereunder, or to any other person except through actual fraud or willful misconduct on the part of said individual trustee to be charged. If this provision should be held invalid as to any class of persons or instances, such fact shall not impair its application to all other classes of persons and instances. The individual Co-Trustees named herein are persons with whom the Grantor has had long and

intimate family associations and affection. The Grantor has discussed the matter with each, and the Grantor is satisfied that his or her only reason for accepting the appointment and undertaking to act as Trustee hereunder, will be out of regard and love for the Grantor. The Grantor is satisfied that each will act according to his or her judgement and abilities, and it is not Grantor's intention to impose any more responsibility on each than this, even though losses may occur to the Trust Estate, which, by hindsight, may appear could have been avoided. Therefore, if the occasion should ever arise when the action of any said individual as Trustee is under review, it is Grantor's will and determination that each be given the benefit by the Court or other trier of fact, of every presumption and intendment, as otherwise the Grantor would not desire to impose upon him or her what seems to the Grantor to be the unduly burdensome responsibilities of a Trustee. The Grantor specifically states herein that her sons and daughter will be serving at Grantor's specific request, and not at the suggestion of any individual.

ARTICLE XIV
Governing Law

This Trust Agreement and the trust created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

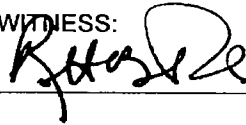
ARTICLE XV
Successor Trusts

If any share hereunder becomes distributable to a beneficiary who has not attained the age of Eighteen (18) years, then such share shall immediately vest in such person, but

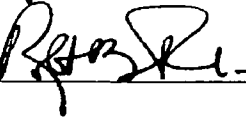
notwithstanding the provisions herein, the Trustee shall retain possession of such share in trust for such person using so much of the net income and principal of such share as the Trustee deems necessary to provide for the proper support, medical care, and education of such person taking into consideration to the extent the Trustee deems advisable any other income or resources of such person or his or her parents known to the Trustee. Such person's share shall be paid over and distributed to such person upon attaining age Eighteen (18), or if he or she shall sooner die, to his or her estate. The Trustee shall have with respect to each share so retained all the powers and discretions had with respect to the trusts created herein generally.

IN WITNESS WHEREOF, the Grantor has set her hand and affixed her seal,
and each Co-Trustee, in acceptance of this Trust, has set his or her hand and affixed his
or her seal.

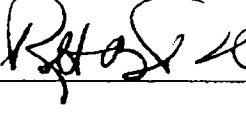
WITNESS:



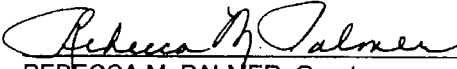
Gina M. Kilburn

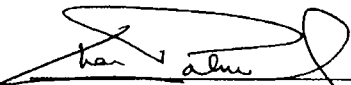


Gina M. Kilburn



Gina M. Kilburn


REBECCA M. PALMER, Grantor


CHARLES E. PALMER, JR., As Trustee


FAYE PALMER PRIESTER, As Trustee
* AKA Faye P. Priester

BK Y317PG040

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the hereinabove named REBECCA M. PALMER, as Grantor, sign, seal and as her act and deed deliver the within Trust Agreement and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Lisa M. Kilburn
Witness

SWORN to before me this
22nd day of December, 1998.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 8/10/2002

BK Y317PG041

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the hereinabove named CHARLES E. PALMER, JR., as Co-Trustee, sign, seal and as his act and deed deliver the within Trust Agreement and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Liam M. Kilburn

Witness

SWORN to before me this
22nd day of December, 1998

[Signature]

(SEAL)

Notary Public for South Carolina

My Commission Expires: 8/10/2002

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the hereinabove named FAYE PALMER PRIESTER, as Co-Trustee, sign, seal and as her act and deed deliver the within Trust Agreement and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Lisa M. Kilburn
Witness

SWORN to before me this
22nd day of December, 1998

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 8-10-2002

BK Y317PG043

SCHEDULE A

Lot 6 Block K, The Crescent with adjoining marsh
29 Broughton Road
Charleston, SC 29407
TMS# 421-14-00-24

Pearlman + Pearlman
Box 22646
Ches. SC
FI 29413

BK Y317PG044

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FILED

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, THAT

I, the undersigned CHARLES S. DWIGHT,

in the State aforesaid

in consideration of the sum of

EIGHT THOUSAND (\$8,000.00)

DOLLARS

to me

in hand paid at and before the making of these presents by

REBECCA M. PALMER

in the State aforesaid

the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release

unto the said REBECCA M. PALMER:

ALL that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 6, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J. P. Galliard, Surveyed February 1929, and recorded in Book F-35, page 168 in the R. M. C. Office for Charleston County.

The above referred to lot BUTTS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; and to the Southwest on Lot 5, Block K, 133.2 feet, and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with a permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 6, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to and from Block K, hereinabove described, from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wapoco Realty Company, and recorded in Book G-32, page 287 in the R. M. C. Office for Charleston County.

The above described property is a part of the property conveyed to Charles S. Dwight by Marie G. Dwight, by deed dated May 11, 1940, and recorded in Book R-21, page 125 in the R. M. C. Office for Charleston County.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

REBECCA M. PALMER, her

Heirs and Assigns forever.



AND do hereby bind myself and my Heirs

Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said

REBECCA M. PALMER, her

Heirs and Assigns, against and my Heirs and all persons

whosoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 22nd day of September

in the year of our Lord one thousand nine hundred and fifty-eight

and in the one hundred and

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

John Stewart

Charles S. Dwight
CHARLES S. DWIGHT (L. S.)
By *Lucille H. Dwight* (L. S.)
Lucille H. Dwight, Attorney-in-Fact
under power of Attorney dated 28 July 1956,
recorded in Book X-66, page 588 in the
R.M.C. Office for Charleston County



THE STATE OF SOUTH CAROLINA,
CHARLESTON County.

BOOK R 68 PAGE 12

PERSONALLY appeared before me

H. R. Dwight, Jr.

and made oath that *he* saw the within named CHARLES S. DWIGHT By Lucile L. Dwight,

Attorney-in-Fact sign, seal, and as his act and deed, deliver the within written Deed,

and that *he* with *Jessie Stewart*

witnessed the execution thereof.

SWORN to before me, this

22nd

day of September

A. D. 1959

Jessie Stewart (SEAL)
Notary Public for South Carolina

H. R. Dwight, Jr.

THE STATE OF SOUTH CAROLINA,
CHARLESTON County.

RENUNCIATION OF DOWER

I, *Jessie Stewart*, a Notary Public in and for South Carolina

LUCILE L. DWIGHT

the wife of the within named CHARLES S. DWIGHT

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named REBECCA M. PALMER, her

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22 day of September Anno Domini 19

Jessie Stewart (SEAL)
Notary Public for South Carolina

Lucile L. Dwight

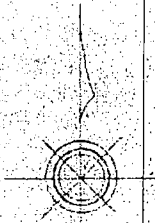
Recorded Sept 24, 1959 at 9:45 o'clock. S.C. Doc. Stamp 86 affixed, U.S. Doc. Stamp

28-80 affixed. Original delivered to *Hagood, Rivers & Young*

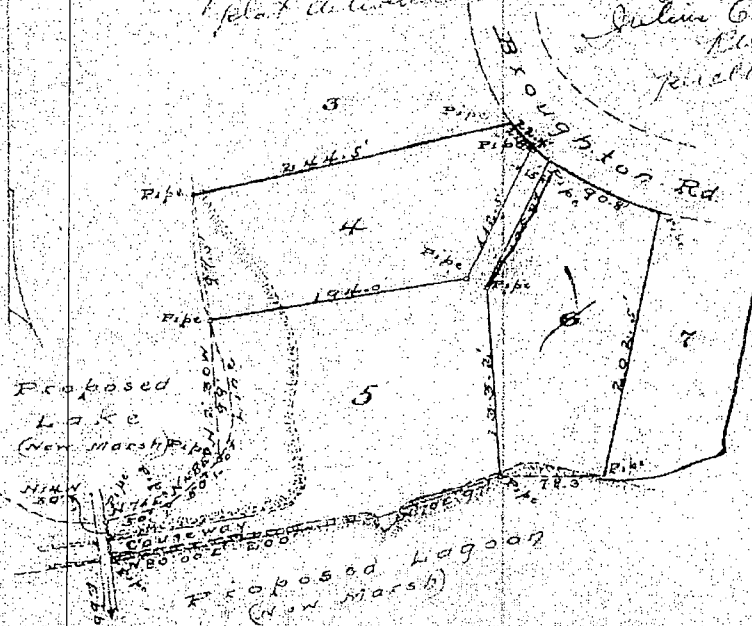
which first endorsed as recorded by County Auditor

ARTHUR H. BURTUN, R.M.C.
Charleston County, S.C.

F35 168



K.M.C. Office, Charleston County, S.C.
 Recorded May 25 1929 at 11:32 AM
 Which attached deed in Book 235
 page 168 this plat placed in record
 for C.S. Dwight. Original (a blue print)
 plat delivered to C.S. Dwight
 Julius E. Cogswell
 Blue
 pencil work



File 4
 DRAWN 2
 Folder 23
 Drawing No. 4

MAP
 of
Lot No. 4-5 and 6
Section K
 of
'THE CRESCENT'
 Situate in Charleston, Co.
S.C.
 About to be conveyed
 to
MARIE G. DWIGHT
 Surveyed Feb. 1929.
 By J. R. Baillard, C.E.
 Scale 1 inch = 100 feet

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON FOR THE NINTH JUDICIAL CIRCUIT
3 CASE NO. 2018-CP-10-0440
4

5 Laura Schaible and Russell Schaible,)
6)
7 Plaintiffs,)
8)
9 vs.)
10)
11 Ionka Sonja Taylor and David Abdo,)
12)
13 Defendants.)
14
15
16

17 Hearing before the Honorable Mikell R.
18 Scarborough, reported by Josie Allen Boehm, Registered
19 Professional Reporter and Notary Public, at 100 Broad
20 Street, Courtroom 2A, Charleston, South Carolina,
21 October 22nd, 2025 commencing at 9:59 a.m.
22
23
24
25

1 APPEARANCES

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11 EXAMINATION INDEX

12 Russell Schaible

DIRECT BY MR. GOWDER 17

13 CROSS BY MS. WILLIAMS 58

REDIRECT BY MR. GOWDER 93

14 RECROSS BY MS. WILLIAMS 96

15 Laura Schaible

DIRECT BY MR. GOWDER 98

16
17 Sonja Taylor

DIRECT BY MS. WILLIAMS 136

18 CROSS BY MR. GOWDER 146

REDIRECT BY MS. WILLIAMS 154

19 RECROSS BY MR. GOWDER 157

20 COURT REPORTER'S CERTIFICATE 167

INDEX TO EXHIBITS

Plaintiffs' Exhibit

2 - 1929 plat	19
3 - 2003 plat	20
4 - 1963 plat	22
5 - Google earth image	22
6 - Google earth image	23
7 - Streetview image	23
8 - Overview images	24
10 - Title to Schiable	58
11A - Photograph	47
11B - Photograph	34
11C - Photograph	37
11D - Photograph	38
11F - Photograph	46
11H - Photograph	38
11I - Photograph	81
11J - Photograph	39
11K - Photograph	40
11Q - Photograph	88
11U - Photograph	41
11Z - Photograph	41
12I - Photograph	42
12K - Photograph	42
14H - Photograph	45
14J - Photograph	45
14L - Photograph	48
15 - 1959 deed Dwight to Palmer	27
16 - Sifly response	151
19B - E-mail	103
22 - survey	112

Defendants' Exhibits

10 - May 11, 1940 deed	121
22 - August 31, 2007 deed	154
23 - Google image	72
24 - E-mail	69
25 - City e-mail	86

1 THE COURT: So we're here this morning in the
2 case of Laura Schaible versus Sonja Taylor, David
3 Abdo.

4 I have had a chance to review the pleadings.
5 Y'all have each sent me pretrial briefs, and I have
6 had a chance to review those.

7 MS. WILLIAMS: Your Honor, just quick, very
8 brief, short housekeeping matter.

9 THE COURT: Sure.

10 MS. WILLIAMS: I do have our amended pretrial
11 brief that we submitted, but I updated the case
12 number, if that matters, just to be current to 2025.

13 So the version you have is 2018. The content
14 is the exact same as Mr. Massalon submitted, but if I
15 could go ahead and approach the bench, Your Honor, and
16 give you this hard copy. I just wanted to make sure
17 the correct one is part of the record with the correct
18 case number.

19 THE COURT: Reads the same, but it's a '25
20 case.

21 MS. WILLIAMS: Exact same.

22 THE COURT: Okay. Took a while to get this
23 one up for trial. Anyway. These days have to happen.

24 All right. Very good. Thank you,
25 Ms. Williams.

1 All right. So, Mr. Gowder for the
2 plaintiffs. Ms. Williams for the defense. Any
3 matters we need to take up before we start?

4 MR. GOWDER: Not really, Your Honor. We did
5 endeavor -- we exchanged our exhibits. I think a lot
6 of them we can stipulate to. Certainly in glancing
7 through, I think I can stipulate to the defendants
8 exhibits as being admissible.

9 I think with regard to mine, I think there
10 are -- I think the only items of some where we're not
11 in agreement are there's some documents that we
12 obtained from their architect and a contractor that
13 involved their house plans and some correspondence
14 there.

15 We may have to just take that up when we get
16 to it. Ms. Williams has expressed a concern that, for
17 example, the house plans might, you know, then become
18 public record and others can see them, but I think at
19 least the plans that have been submitted that are
20 being reviewed by the City are already of record and
21 available online.

22 So I'm not sure there's that much of a
23 difference there. We can certainly address that when
24 we get to it. Other than that, I think that's what
25 we've got.

1 MS. WILLIAMS: I do have a few matters, Your
2 Honor. Just to clarify, we have stipulated, I think,
3 to all of the defense exhibits.

4 There might be some that come up depending on
5 what comes up in testimony, and we've agreed that
6 whatever is public records, we're all in agreement
7 those would come in as far as stipulating to exhibits.

8 I agree with Mr. Gowder that we will need to
9 cross information obtained via subpoena responses when
10 we get to that. We have a few more concerns, not
11 just -- privacy is one, but, you know -- I do have a
12 few --

13 THE COURT: Let me ask this question. Are
14 those listed on the plaintiffs' trial exhibits?

15 MR. GOWDER: Yes.

16 THE COURT: So they're included, so we'll get
17 to them. Very good.

18 MS. WILLIAMS: Your Honor, I do have -- as
19 you know, I inherited the case a few months ago from
20 Mr. Massalon, and I believe Ellis Lesemann was on it
21 at some point as well.

22 If time were my friend, I would have done it
23 sooner. I do have -- and I understand I'm possibly
24 putting the Court in an awkward position.

25 I do have a few very straightforward motions

1 to dismiss two of the claims that are in the
2 complaint, and if I could take that up just for a few
3 minutes, Your Honor.

4 THE COURT: All right. Have you filed these?

5 MS. WILLIAMS: I didn't file them. One-woman
6 show. I have not filed it.

7 I do think that there are certain things that
8 are purely a matter of law. For one, the complaint,
9 it references like a first, second, third, fifth. I
10 just want to note for the record, I didn't see it
11 unless I'm blind and it's possible because I refuse to
12 get readers, there's not a fourth cause of action. I
13 think it skipped from third to fifth.

14 MR. GOWDER: I don't know.

15 MS. WILLIAMS: And I only did that being a
16 little bit OCD, outlining the different causes of
17 action and things we're dealing with today.

18 You know, the first cause of action is a
19 declaratory judgement to find the easement void ab
20 initio over the scrivener's error, and the second one
21 is a declaratory judgement action asking the Court to
22 find an easement in gross rather than an easement
23 appurtenant.

24 I think those two issues are very easily
25 handled as a matter of law that have nothing to do

1 with any testimony or evidence that would be presented
2 to the Court, particularly since we've stipulated the
3 admissibility of the public record.

4 I apologize I didn't do it sooner, Your
5 Honor. I have been on the case for a few months, and
6 among a million other things, just didn't get to the
7 part where I would have done a full written motion.

8 But I do think that those questions are very
9 easy, maybe not easy, but very straightforward to
10 answer on the law.

11 And I was hoping we might take that up this
12 morning, even if just briefly, so that, depending on
13 the Court's ruling, we may narrow the scope of some
14 testimony a little bit.

15 And if the Court is not inclined to indulge,
16 I understand that as well. I think the law is clear
17 about the easement in terms of its existence and, you
18 know, incorporating plat references that are part of
19 the legal description.

20 Every deed in the chain of title for four and
21 five references this easement. One scrivener's error
22 in the actual language of the easement that then
23 literally follows with a comma and references the plat
24 that shows the easement, I think, that all together --
25 even the four corners of the deed, the same law that

1 the plaintiffs have cited, if you look at the four
2 corners of the deed and give the full intent to the
3 whole deed and ever part of it like the law requires,
4 plat references are always included and referenced and
5 incorporated.

6 And if every single deed to lot four is
7 exactly right with regard to this easement, it's
8 between four and six. And if the deed to lot five in
9 that chain of title references the easement created by
10 all of the deeds in the chain of title to lot four and
11 all of the deeds in the chain of title to lot six,
12 then a mere scrivener's error in the lot six chain of
13 title referencing between lot four and five, "comma,
14 as shown on the plat referenced herein," and that plat
15 shows the easement between four and six, I think it's
16 very hard to argue that the easement's void ab initio
17 and that it doesn't exist over a scrivener's error in
18 some piece of one chain of title when even if that
19 were the true, the easement exists because it's
20 created when the owner of lot five, who owned all
21 three, created the easement when he granted lot four
22 to another owner.

23 Every single deed in that chain of title
24 references this easement. It can't not exist just
25 because of a scrivener's error in the chain.

1 THE COURT: Isn't that a matter of proof?

2 MS. WILLIAMS: We've stipulated to the
3 admissibility of every single publicly recorded
4 document.

5 So we all agree that lot four chain is what
6 it is and lot five chain is what it is and that lot
7 six chain is what it is. I didn't think of that as a
8 question of fact.

9 MR. GOWDER: First of all, dispositive
10 motions are required ten days notice, and I can't
11 respond to a motion that hasn't been filed.

12 Secondly, I mean, these arguments could be
13 made at directed verdict so that Ms. Williams can
14 protect her position on the record with regard to the
15 legal arguments. And so I would say that's probably a
16 more appropriate place to put this legal argument.

17 Third, we don't agree with that. We think
18 that what's relevant here is the chain of title for
19 the Abdos' property. And we think the chain of title
20 for the Abdos' property starts with an easement.

21 The very first easement in their chain of
22 titles has the ingress/egress coming from Broughton
23 Road. And then the easement on my clients' driveway
24 arose in 1959 in a deed to Palmer, and that deed has
25 the impossible language in it, we'll call it.

1 And that's really what the proof is. And,
2 you know, we would contend that that makes the -- that
3 easement as regards to the Adbos' property and their
4 chain of title void ab initio, but that's obviously
5 what we're here to try.

6 MS. WILLIAMS: Your Honor, I'm happy to do
7 this after the plaintiffs rest their case. And my
8 motivation was not to ambush anybody in the courtroom.
9 It is really just preservation of the record and
10 making sure we put everything on there.

11 THE COURT: Well, I'm one who is pretty
12 adamant that people should get notice. I think it is
13 improper. And so I'm going to deny the motion as
14 presented, but I do think it is certainly proper for a
15 directed verdict motion at the end of the plaintiffs'
16 case, and sounds like the plaintiffs are ready to move
17 toward.

18 MR. GOWDER: Yes, sir.

19 THE COURT: Anything further?

20 MS. WILLIAMS: I don't believe so.

21 THE COURT: And you're correct: There was no
22 fourth cause of action.

23 MR. GOWDER: That's right. I verified that.

24 THE COURT: The numbering system is not a
25 concern. And I'm not aware of any injunction. Was

1 there?

2 MR. GOWDER: No, there was not. And, Your
3 Honor, like Ms. Williams, sadly I have inherited this
4 case from Mr. Lenhardt. So I had to look back. I
5 didn't draft the pleadings, and so I had to look back
6 to make sure that was right, but that's correct.

7 THE COURT: All right. Very good.

8 I think sounds like we're ready to start.
9 Plaintiff, again, I had reviewed y'all's pleadings,
10 and so plaintiffs got a number of witnesses to move
11 forward.

12 Just so y'all know, I generally run until
13 12:30, 1:00, take a break from lunch and then come
14 back after that. Let's just see how we go.

15 If anybody needs a break, just raise your
16 hand. We'll take that break. Okay. All right. Go
17 from there.

18 Witnesses come up to the witness stand. I
19 always warn everybody there's a ramp over there that's
20 designed to trip up lawyers. I have only lost one
21 witness in 20 years, but I've lost several lawyers
22 over there. That's just my reminder.

23 MR. GOWDER: May it please the Court. I just
24 have a brief statement to orient us this morning and
25 then I will call my first witness.

1 Your Honor, this case is about an easement
2 over my clients' property, specifically my clients'
3 driveway, that was purportedly conveyed by deed from
4 the predecessor's interest to the defendants in 1959
5 as I mentioned.

6 We ask the Court to declare the easement
7 terminated and of no force and effect for several
8 reasons. First, it was never created. The language
9 of the deed creating the easement describes an area
10 that cannot exist, which is a 15-foot corridor between
11 lots four and five, which is on the other side from
12 the defendants, for the purposes of ingress and egress
13 to lot six, which is the defendants' property.

14 There is no 15-foot corridor between lot four
15 and five. That's a boundary. So the easement is an
16 impossibility, and so it's void ab initio.

17 Secondly, Your Honor, the easement was an
18 easement in gross and not for the benefit -- and only
19 for the benefit of the recipient, Mrs. Palmer, the
20 Abdos' predecessor in interest, and did not pass to
21 them when they received the property.

22 The easement was never necessary to access
23 the property. There's plenty of access off Broughton
24 Road. The parcel has frontage all along that road,
25 and it was only an aesthetic choice to avoid more than

1 one point of entry to these three properties, and it's
2 not an appurtenant easement and did not survive the
3 transfer to the defendants, so that would be our
4 second argument.

5 Third, Your Honor, if the easement remains
6 and was received by the Abdos when they acquired the
7 property from Mrs. Palmer, it was only for, by its
8 language, only for ingress and egress to the property
9 as necessary for the proper use of the property.
10 That's the language of the deed.

11 The Abdos contend that they can make any use
12 of it they wish all along the corridor and use it for
13 purposes other than ingress and egress, like parking
14 and other uses.

15 This is an abuse of the scope of the
16 easement, we contend. Finally, Your Honor, the need
17 for the easement no longer exists. The Abdos moved
18 years ago out of that house next to my client to the
19 house on the other side of them from 29 to 27
20 Broughton.

21 This house, 29, has remained vacant, and they
22 have only used this house for storage and a parking
23 lot for themselves and their many boats and cars and
24 guests who are visiting them at 27 Broughton.

25 Further, the Abdos are in the final stages of

1 having building plans approved by the City of
2 Charleston that would demolish this structure and
3 rebuild a new wing of a future home on it, and then
4 they will demolish the structure that they're living
5 in and build the main part of the house onto that
6 wing, creating one property and one home.

7 This combined lot has existing access from
8 27, which they're using now to get to the home where
9 they live, and also along Broughton Road, so there's
10 no need for continuing to use any easement that might
11 exist on my clients' driveway.

12 The combined lot has existing access and does
13 not need the driveway to access it out of either
14 necessity or even aesthetic purposes, if that was the
15 original idea.

16 For all these reasons, Your Honor, the Court
17 should declare the easement of no effect either
18 because it never existed or has been terminated by
19 conveyance or lack of necessity.

20 Your Honor, we will only call two witnesses.
21 We'll call Mr. and Mrs. Schaible, my clients. They're
22 here, just for introductions, Your Honor, Mr. Schaible
23 is sitting here to my left. Mrs. Schaible is behind
24 him. And then my paralegal, Bailey Pope, is with me
25 today.

1 THE COURT: Very good.

2 MR. GOWDER: Your Honor, we talked about the
3 documents. So at this point, what I would like to do,
4 if I may approach, I would like to hand up the
5 notebook with the tabbed exhibits, and I will also
6 have a copy for the court reporter as the official
7 court exhibits, but I'm going to put them in front of
8 the witness.

9 THE COURT: That would be fine.

10 MR. GOWDER: I would call Mr. Schaible to the
11 stand.

12 RUSSELL SCHAIBLE, having been duly sworn to
13 tell the truth, the whole truth, and nothing but the
14 truth, was examined and testified as follows:

15 THE COURT: Please have a seat. And when you
16 get comfortable, give us your full name and address.

17 WITNESS: Russell Schaible. 31 Broughton
18 Road, Charleston, South Carolina, 29407.

19 DIRECT EXAMINATION

20 BY MR. GOWDER:

21 Q. Mr. Schaible, good morning.

22 A. Good morning.

23 Q. Would you tell the Court how long you've
24 lived at 31 Broughton Road?

25 A. We bought the property in fall 2005. Did our

1 renovation there. It was about 14 months. And moved
2 in in the spring of 2006.

3 Q. Okay. And what has your professional
4 background been?

5 A. I used to work for Predential in their home
6 office. I was a registered principal and compliance
7 officer.

8 Q. And when you moved to 31 Broughton, briefly
9 describe your acquisition of it. Did you move right
10 in? Did you need to do some work? Just tell the
11 Court a little bit about that.

12 A. When we first came to Charleston, it was
13 actually kind of short notice, and we rented for a
14 year on Jamestown Road. We liked the location because
15 it was close to Porter Gaud, which we picked first for
16 our son who was starting school.

17 We liked the community, and we looked for a house
18 to buy. Took about a year. And then this Broughton
19 came on the market. And we loved it, so we ended up
20 buying it.

21 Q. And did you need to do any work to it?

22 A. Well, we chose to. It was built, I think, in
23 1958 and was very dated, and we did renovations. We
24 probably gutted three quarters of it, which is why it
25 took 14 months or so to complete.

1 Q. Okay. And, well, first of all, what
2 neighborhood is it in?

3 A. In the Crescent.

4 Q. And I'm sure the Court is familiar with the
5 Crescent. But if you could, briefly describe it in
6 your own words.

7 A. The Crescent, as I understand, was a
8 plantation at one time. And in the 1920s, a realty
9 company decided to develop it. First you had the
10 depression and World War II, so a lot of development
11 didn't happen until the 1950s or so after World War
12 II.

13 It was designed from square one as an aesthetic
14 community. They brought in the Olmsted architectural
15 firm from Massachusetts to design it and included
16 walking lanes, lakes, park-like little areas and so
17 forth. They designed Hampton Park in Charleston as
18 well, as Central Park in New York City.

19 So that was -- again, I think it was 1950s when
20 the lots started selling off.

21 Q. And what attracted you to the property?

22 A. Well, we loved the community. First, the
23 location was great, close to town, close to school.
24 Kids could walk to school.

25 We liked that it had a -- it was a very beautiful

1 neighborhood, a lot of continuity to it. I guess
2 what's not to like? Because I think it's one of the
3 most desirable neighborhoods in Charleston.

4 Q. Can you describe the layout of your property
5 in relation to Broughton Road, please?

6 A. Yeah, it is -- it's on the water, and it is
7 set back from the street. The way they carved up the
8 lots, it's kind of, again, pushed back from the
9 street. So they had a corridor of 15 feet, which is
10 the driveway, two feet to the lot.

11 Q. Are you familiar with the properties on
12 either side of yours?

13 A. Yes, I am.

14 Q. I'm going to ask you, please, to turn first
15 to Plaintiffs' Exhibit 2. And then --

16 A. Is that tab 2?

17 Q. Tab 2, yes, sir.

18 (PLAINTIFF EXHIBIT NUMBER 2 WAS ADMITTED INTO
19 EVIDENCE.)

20 A. Okay.

21 Q. And what does this depict?

22 A. Well, this depicts, you know, lots four,
23 five, and six basically as they exist today. This was
24 drawn in 1929. Again, this was probably the initial
25 planning stages. But basically it -- the way it

1 exists today is the way it was drawn up back then.

2 Q. And just to orient the Court a little bit
3 using this, and we'll look at some other exhibits that
4 will also do this, but lot five is your property; is
5 that correct?

6 A. That's our property, correct.

7 Q. All right. Showing the driveway to Broughton
8 Road?

9 A. Right.

10 Q. Lot six, who lives there? Whose property is
11 that?

12 A. Well, that's owned by the Abdos, who moved in
13 a few months after we moved in if my memory is
14 correct.

15 Q. All right. And then lot seven, who owns
16 that?

17 A. The Abdos own that one as well now.

18 Q. Is that where the Abdos live now?

19 A. That is correct.

20 Q. All right. And then lot four, who owns that?

21 A. We now own that lot.

22 Q. All right. If you will turn to Exhibit 3,
23 please?

24 (PLAINTIFF EXHIBIT NUMBER 3 WAS ADMITTED INTO
25 EVIDENCE.)

1 Q. What is this?

2 A. This is a survey of our property. Basically
3 has it looked as we purchased it in 2005.

4 Q. Does it depict the driveway and where your
5 home is?

6 A. Yeah, exactly. The home is still on the same
7 spot. We really didn't move that. We added an
8 addition garage on the east side and porch on the west
9 side and moved the pool. So we did changes like that.
10 But otherwise, the house is in the exact same -- the
11 main part of the house is in the exact same place.
12 Driveway, boundaries are the same.

13 Q. All right. And it shows here on to the right
14 in the Rebecca Palmer, lot six, block K, is that where
15 the Abdos own that property now?

16 A. That's correct.

17 Q. All right. And was Mrs. Palmer still the
18 owner when you moved in to your home?

19 A. Yes, she was.

20 Q. All right. And you met her and you knew her?

21 A. Yes, we did. I introduced myself to her.
22 Only met her a few times, but I did meet her.

23 Q. And then lot four, block K, Beck, that's the
24 property that you subsequently acquired?

25 A. That's correct.

1 Q. Who lived there after Beck while you were
2 living there?

3 A. That was the Carrs. And Mr. Carr passed away
4 within a few years, and Mrs. Carr was living there
5 until recently when she moved.

6 Q. Okay. And if you will turn to Plaintiffs'
7 Exhibit 4, please, Mr. Schaible.

8 (PLAINTIFF EXHIBIT NUMBER 4 WAS ADMITTED INTO
9 EVIDENCE.)

10 Q. Is this another drawing or plat that shows
11 the configuration of your lots?

12 A. Yes.

13 Q. And toward the left side of the drawing, it
14 shows five, six, and seven?

15 A. That's correct.

16 Q. All right. Actually shows a saltwater lake
17 there. That never materialized, did it?

18 A. No, that's there today.

19 Q. All right. Let's look at Plaintiffs' 5,
20 then. What is that?

21 (PLAINTIFF EXHIBIT NUMBER 5 WAS ADMITTED INTO
22 EVIDENCE.)

23 A. This appears to be an aerial photo showing, I
24 guess, lot six and seven. It also shows our driveway
25 here on the left, left-hand side.

1 Q. So the rooftop there just above the
2 Plaintiffs' Exhibit 5 sticker, is that the roof top
3 for lot six?

4 A. Yes, it is. That's 29 Broughton.

5 Q. All right. And that bright sort of driveway
6 there is your driveway?

7 A. That's correct.

8 Q. And your house is obscured by the trees?

9 A. Yes, obscured or even past the trees on the
10 lower left.

11 Q. All right. Turn to Plaintiffs' 6, please.

12 Is this a similar view?

13 (PLAINTIFF EXHIBIT NUMBER 6 WAS ADMITTED INTO
14 EVIDENCE.)

15 A. Yeah, looks like the exact same view.

16 Q. And those cars that are parked there, whose
17 property are they parked on?

18 A. They're parked on the Abdos' property.

19 Q. All right. Turn to, please, to Plaintiffs'
20 7.

21 What does this show?

22 (PLAINTIFF EXHIBIT NUMBER 7 WAS ADMITTED INTO
23 EVIDENCE.)

24 A. This is a view from Broughton Road looking
25 down the driveway about the property line or so, maybe

1 a little on the left. See our house is in the middle
2 hidden by trees, but you see a row of cars. Looks
3 like at least one, if not two, parked on the lawn.

4 Q. All right. And if you could just orient the
5 Court, the house on the extreme right of the picture
6 is which house?

7 A. That's 33 Broughton, which we purchased from
8 Ann Carr not too long ago, a year ago.

9 Q. The driveway is your driveway?

10 A. That's correct.

11 Q. And then where is your house?

12 A. It's at the very end. You can see a little
13 bit of it beyond the trees.

14 Q. And then the house on the far left is which
15 house?

16 A. That's the Abdos at 29 Broughton.

17 Q. Okay. Switch, please, to Plaintiffs' 8.
18 What does this show?

19 A. Another aerial view showing all the
20 properties in question.

21 (PLAINTIFF EXHIBIT NUMBER 8 WAS ADMITTED INTO
22 EVIDENCE.)

23 Q. Right.

24 A. And we see here, I don't know what the date
25 of this one is, but you can also see now, I guess,

1 four cars parked on the lot, you know, gaining access
2 from our driveway.

3 Q. All right. And the indications, there's one
4 in the lower left-hand corner. That says Schaible,
5 that's where your home is?

6 A. That's correct.

7 Q. Okay. And the 29 Broughton Road is the
8 Abdos' property?

9 A. That's correct.

10 Q. And 27 Broughton Road is the Abdos' property?

11 A. It is now. It was owned by -- I don't know
12 when this picture was taken, but they own it
13 currently, yes.

14 Q. And then turn to the next page. As part of
15 8, does this show sort of an even, I guess, higher
16 view?

17 A. Yes. Wider.

18 Q. Okay. So we've seen your paved driveway.
19 How wide is your paved driveway approximately?

20 A. I would guess it's 12 feet. I mean, the land
21 is 15, and there's a little space on either side.

22 Q. Okay. Tell the Court about the driveway
23 itself. Did you install the driveway?

24 A. Yeah, we did. I mean, we did the
25 renovations. And the driveway was pretty old. It's a

1 black-top driveway.

2 It was the last thing we did because of all the
3 traffic of bringing in trucks, materials, equipment.
4 And so I think it was in -- even though we finished
5 the renovation, I guess it was in the spring of 2006,
6 we still had a lot of landscaping work and so forth to
7 do.

8 And so when that was all done, we replaced the
9 driveway, which was basically in real bad shape at
10 that point, with concrete and what you see today.

11 Q. Okay. And when you installed the driveway,
12 had the Abdos moved in to 29?

13 A. Yes. They had been there for -- I believe
14 they had been there for well over a year, maybe a year
15 and a half.

16 Q. And did they participate in the installation
17 and construction of the driveway?

18 A. No. We did everything. We paid for
19 everything.

20 Q. Okay. The location of the 15-foot strip
21 of -- or your 15-foot paved driveway, it's between
22 which lots?

23 A. Between four and six.

24 Q. All right. Is there a strip of land of 15
25 feet between lots four and five?

1 A. No.

2 Q. Is it physically possible to locate a 15-foot
3 driveway between lots four and five?

4 A. No.

5 Q. Mr. Schaible, I'd like for you to please turn
6 a little out of order, but go to tab 15, please.

7 A. Sure.

8 (PLAINTIFF EXHIBIT NUMBER 15 WAS ADMITTED
9 INTO EVIDENCE.)

10 Q. Mr. Schaible, this is -- have you seen this
11 before?

12 A. Yes, I have.

13 Q. All right. And this is a deed from Charles
14 Dwight to Rebecca Palmer; is that right?

15 A. Yes.

16 Q. And you understand that this is the same
17 property that Mrs. Palmer then later conveyed to the
18 Abdos, right?

19 A. That is correct.

20 Q. Would you please look at the third paragraph?
21 It reads: Together with the permanent easement over a
22 15-foot strip of land, a part of lot five, block E
23 lying between lot four -- I said E, but I meant K.
24 Block K and lot five, block K as shown on the
25 above-referred plat for the purposes of ingress and

1 egress to lot six, block K herein above described from
2 Broughton Road. Said easement is necessary for proper
3 use of said lot and is attendant and appurtenant
4 thereto and shall be used jointly by the owners of the
5 lots four, five, and six, block K, their heirs and
6 assigns and their agents, servants, and invitees for
7 purpose of ingress and egress to and from Broughton
8 Road.

9 Is that what it says?

10 A. That's correct.

11 Q. Do you understand that that is the easement
12 that we are here in court today to determine?

13 A. Yes.

14 Q. All right, sir. Is there a place -- is there
15 an easement between lot four and five?

16 A. No. I mean, because there's no strip of
17 land.

18 Q. What's there is what?

19 A. Boundary line.

20 Q. Okay. And what does the easement language
21 say about the purpose of the easement?

22 A. Well, this is a little hard to read. Just to
23 come and go to these lots as needed.

24 Q. Ingress and egress?

25 A. Yes.

1 Q. Okay. Is an easement necessary to access lot
2 six?

3 A. No.

4 Q. How could they access without using the
5 driveway?

6 MS. WILLIAMS: Your Honor, I do want to
7 object to the necessary part of the line of
8 questioning preserving the record, if I may, Your
9 Honor.

10 The law -- and I can cite at least five cases
11 offhand. We are not to take extrinsic evidence or
12 testimony about necessity unless the Court has found
13 there's an ambiguity, and the Court has not yet found
14 there's an ambiguity.

15 And, respectfully, Mr. Schaible wasn't there
16 in 1959 when the grantor developer created the
17 easement. And so while it may not appear necessary
18 today, and he's also describing necessity for use of a
19 different lot that's not his, and I think that's very
20 subjective.

21 I think there's a host of reasons why what is
22 necessary is not subject for discussion today.

23 THE COURT: I'm going to overrule that
24 objection. I will allow you to go in on that on cross
25 examination.

1 Q. How could one access without using the
2 driveway?

3 A. The approximate 90 foot of frontage they have
4 to Broughton Road.

5 Q. Do you recall when the Abdos moved in next
6 door to you?

7 A. Yes. Generally, yeah.

8 Q. Was it within a short period of time after
9 you moved in?

10 A. As I remember, it was only a couple of months
11 after we had moved in.

12 Q. And before they moved in, who lived there?

13 A. The Palmers. Mrs. Palmer.

14 Q. And how did the Palmers use these?

15 A. They used it to park in the concrete parking
16 pad in front of the garage. She was older at that
17 time. I think she had -- might have had an
18 around-the-clock nurse.

19 But the nurse and Mrs. Palmer, who had her own
20 car, they parked in the concrete pad in front of the
21 garage for 29 Broughton.

22 Q. And that pad would accommodate how many
23 vehicles?

24 A. At least three and probably four. It's 32
25 feet wide. So depending on, you know, you -- you

1 might be able to get four, but you can certainly get
2 three comfortably.

3 Q. Did the Palmers make any use of the driveway
4 other than to go from Broughton Road to their parking
5 pad and back?

6 A. No.

7 Q. All right. How about the property on the
8 other side of you? Who was that?

9 A. At that time, I don't know if that was the
10 Becks. I'm not sure. That was prior to Mrs. Carr. I
11 don't even remember those people's names.

12 I think it was an attorney who worked maybe in
13 Columbia. When he was in town, stayed there. But we
14 never had any problems whatsoever. They, you know,
15 stayed on their property, and they caused no problems
16 whatsoever.

17 Q. Did they use the driveway just to go to their
18 property?

19 A. They did. At 33 and before we bought 31,
20 somebody had punched, you know, an access to Broughton
21 Road. It was very tight. Not a lot of room there.

22 But they extended their driveway there. So
23 sometimes -- and even with Mrs. Carr, sometimes they
24 will come in and go from Broughton and sometimes they
25 would come and go from our driveway.

1 Q. After the Abdos moved in, initially what use
2 did they make of the driveway?

3 A. They used the parking pad. You know, they
4 might have had two, maybe three cars. So that's
5 pretty much where they parked like Mrs. Palmer had and
6 what we would expect.

7 Q. All right. And how did things go with your
8 relationship with the Abdos in the first few years?

9 A. Relationship was actually pretty good. We
10 got along pretty well. It was cordial, friendly. We
11 went to their house a few times for dinners and
12 barbecues and they came to ours for similar events.

13 Q. All right. When did problems begin to
14 emerge?

15 A. Well, you know, they started to use our
16 driveway to access parking on their lawn probably
17 fairly early stage, but it was just occasional thing
18 by guests if they had a barbecue. And, you know,
19 since it was just a few hours, we weren't thrilled
20 with it, but we didn't say anything about it.

21 It really wasn't until -- and I'm going to guess
22 on this date -- around sometime between 2014 and '15
23 when a Toyota MR2 showed up, and that was parked off
24 the concrete parking pad to the north or closer to
25 Broughton Road lawn.

1 Q. All right, sir. And how did it get there?

2 A. Somebody drove it and parked it. It never
3 really moved much. I don't remember it ever moving.
4 It just sat there to the point where it sank up to the
5 mud.

6 At one point after probably a couple of years, I
7 was talking to Mr. Adbo. I was asking if he was
8 saving it for his children, I guess maybe coming up to
9 driving age. He said no, it was just his first new
10 car and it was kind of a little personal memento he
11 just wanted to hold onto.

12 I had asked, well, could you possibly move it to
13 the lawn in the backyard or even in the garage where
14 they had room, and he declined to do that. He didn't
15 want to consider that at all.

16 Q. And you mentioned their sons.

17 When they became of driving age, did that
18 change --

19 A. Yeah, that was shortly after they started to
20 get close to -- driving permits. Probably around 14
21 in South Carolina, and then more cars started to show
22 up, and those cars were definitely, you know, on the
23 lawn.

24 Q. All right. And how did the cars get on the
25 lawn?

1 A. From our driveway.

2 Q. All right. I'm going to show you a series of
3 photos.

4 But I will ask you before I do, these photos that
5 have been included as plaintiffs' exhibits. Are those
6 photos -- who made those photos?

7 A. I took those photos.

8 Q. You took them all?

9 And did you supply them to me to provide as
10 evidence today?

11 A. Yes, I did.

12 Q. All right. sir. If you'll go, Mr. Schaible,
13 to 11B, please.

14 (PLAINTIFF EXHIBIT NUMBER 11B WAS ADMITTED
15 INTO EVIDENCE.)

16 A. This shows two vehicles parked on the lawn
17 via our driveway. The one on the left, I don't know,
18 that's some quest. That's not theirs. The white SUV,
19 and I think the sedan.

20 It also shows that there is space on the parking
21 pad to the right that's not being utilized.

22 Q. And what's on the far right there, is that
23 the parking pad?

24 A. That's the parking pad, yeah. The white
25 Volkswagon sedan is on the parking pad there.

1 Q. All right, sir. Did you ever have a
2 conversation with the Abdos about why it was that they
3 were parking their cars along the property line here?

4 A. You know, I don't know if it was ever -- I
5 think we did have a conversation with them because it
6 kind of was getting worse and worse.

7 And it kind of got to the point where we thought
8 we should have a conversation with them, which was, I
9 believe, in January of 2017.

10 Q. All right. And describe that conversation.

11 A. Yeah, the situation had gotten worse, and we
12 had some other issues as well in September, I guess,
13 of 2016.

14 Prior to that, we were having a get-together for
15 the football families before one of the Porter Gaud
16 home games.

17 And we just sent them a note that we would have
18 some people coming and going for a couple of hours and
19 hoped it didn't bother them.

20 And Mrs. Taylor sent an e-mail back kind of
21 apologizing for how unsightly her property was and
22 that kind of lit the fuse to what kind of happened
23 after that, that we realized that they realized that
24 there were problems.

25 Their property was frankly an eyesore. And we

1 also realized that it had been a decade since we had
2 been neighbors, and this problem, which is partially
3 aesthetics with their property and house, but the big
4 issue was the driveway and how they were using it and
5 expanding that use.

6 It was just -- everything was getting worse and
7 worse. So we felt we kind of needed to see if we
8 could clear the air and if we could come to some kind
9 of resolution on that.

10 Q. And what was the result of that conversation?

11 A. Well, we only met with Mr. Abdo. Mrs. Taylor
12 wasn't available.

13 He came to our house. You know, we didn't say
14 what it was about, but I'm quite sure he knew what was
15 coming.

16 He was -- we said this is very difficult to talk
17 about and so forth. And he encouraged us to just be
18 forward and blunt and that he was impossible to
19 insult.

20 So we just said, hey, we have various problems
21 with your property with it being unsightly.

22 We also have a problem with this ever-expanding
23 use of our driveway to access all along the property
24 line, the front lawn, for parking.

25 Initially, you know, he was pretty much in

1 agreement to make a lot of changes, the parking
2 things. Like, well, I don't know, I will have to run
3 that by my wife.

4 They did do a lot of the, you know, little
5 aesthetic things. Also, I offered to do labor for
6 pretty much all of it, but he said no, he would take
7 care of it.

8 And he took care of most of it. I would say
9 probably three quarters of the those issues. But as
10 far as the big issue of them using -- you know,
11 gaining access to their lawn to park from our
12 driveway, that was something, you know, they weren't
13 going to change that. They're going to keep doing
14 that.

15 Q. Okay. So we'll go briefly through several
16 photos on this point, Mr. Schaible.

17 If we go to 11C, please.

18 (PLAINTIFF EXHIBIT NUMBER 11C WAS ADMITTED
19 INTO EVIDENCE.)

20 A. Yeah.

21 Q. What does that show?

22 A. It shows a SUV and a boat and trailer that's
23 been pulled onto the lawn from, again, our driveway,
24 which I'm sure whenever they remove it will be exiting
25 from Broughton Road because that would be difficult to

1 back that thing around.

2 Q. And does this photograph show the walkway to
3 their front door?

4 A. Yes, it does. I guess they're in the middle.

5 Q. Right. And that goes to Broughton Road?

6 A. Yes.

7 Q. Okay.

8 A. Or up to it. Close to it.

9 Q. All right.

10 A. I don't think it goes all the way to the
11 street. Probably stops about eight feet short.

12 Q. Is it your understanding that this is their
13 vehicle and their boat?

14 A. That's definitely their vehicle and boat.

15 Q. All right. Go to 11D.

16 (PLAINTIFF EXHIBIT NUMBER 11D WAS ADMITTED
17 INTO EVIDENCE.)

18 A. Might be the same view from another angle.
19 Here, we see the silver car. I don't know who that
20 belongs to. That's a guest. That's the same thing
21 from a different angle.

22 Q. All right, sir. If you go to 11H. What does
23 that show?

24 (PLAINTIFF EXHIBIT NUMBER 11H WAS ADMITTED
25 INTO EVIDENCE.)

1 A. Here, we have -- all those dark cars on the
2 lawn, those are all guests. A lot of these pictures
3 were, I believe, taken after the move.

4 They moved from 29 to 27. So a lot of these
5 pictures are guests coming from 27 because there's no
6 one living at 29 using our driveway to get to their
7 lawn.

8 So 29 has essentially become a parking lot and
9 storage lot for 27.

10 Q. All right, sir. 11J?

11 (PLAINTIFF EXHIBIT NUMBER 11J WAS ADMITTED
12 INTO EVIDENCE.)

13 A. Yeah, this one is interesting. We actually
14 helped Mr. Abdo get a dock permit for 29 Broughton.
15 And the dock that he wanted is not what I think was
16 originally planned. And he chose to build a lot of it
17 by himself, and he apparently went out and found
18 somebody to help him.

19 This silver SUV and the boat trailer belongs to
20 that gentleman, and it's part of, I don't know,
21 whatever deal he cut with him. He was allowed to keep
22 his boat at the dock at 29 for the summer.

23 He would come on weekends with his family and
24 friends, and they use our driveway to park on 29,
25 which is the lawn.

1 Here, you can -- this is, I believe, the end of
2 the season is why the trailer is there because he's
3 going to pull the boat out from the boat ramp after
4 this and of course will be exiting onto Broughton
5 Road. He's not backing up.

6 THE COURT: Which picture was that? I'm
7 sorry.

8 MR. GOWDER: 11J, Your Honor.

9 Q. On use, is this a use of your driveway to
10 access 29 Broughton?

11 A. Yes.

12 Q. And are the people there visiting 29
13 Broughton?

14 A. They're visiting the dock at 29 Broughton.
15 So, you know, I don't know if it's been rented out or
16 bartered out or what have you.

17 Q. Okay. These are folks that are working there
18 on the property?

19 A. Somebody was working during the week helping
20 to build a dock. He was allowed to keep his boat
21 there, whatever agreement he had.

22 Q. How about 11K?

23 (PLAINTIFF EXHIBIT NUMBER 11K WAS ADMITTED
24 INTO EVIDENCE.)

25 A. Here, we see the sprinter van and some kind

1 of commercial vehicle that showed up at one point, and
2 here it is, you know, parked on the lawn, which is
3 interesting.

4 Something we also would have often is even when
5 there's room on the parking pad, they chose to park on
6 the lawn from our driveway.

7 Q. All right, sir. Skip ahead to 11U,
8 Mr. Schaible.

9 (PLAINTIFF EXHIBIT NUMBER 11U WAS ADMITTED
10 INTO EVIDENCE.)

11 A. Let's see. Okay. Well, one morning, this
12 van, this kind of commercial van, showed up. We were
13 actually outside at the time. Used our driveway to
14 park at 29, got out of the van, and walked over to 27.

15 So I don't know if this was a contractor who was
16 instructed to park there for work he was going to do
17 at 27 or if this was a friend who happened to drive a
18 contractor's van, but they're not going to 29, they're
19 going to 27.

20 Q. All right. 11Z?

21 (PLAINTIFF EXHIBIT NUMBER 11Z WAS ADMITTED
22 INTO EVIDENCE.)

23 A. This would have been a Saturday or Sunday.
24 Apparently, there was some kind of a boat gathering.
25 I don't know who.

1 The red truck and the blue sedan with the red
2 cross thing on it, I don't know who that belongs to.
3 But some people, I guess, came boating for the day at
4 their docks. I don't know which one. But, you know,
5 parked their vehicles on the lawn. You know, trailers
6 will be going out Broughton Road.

7 Q. 12I?

8 (PLAINTIFF EXHIBIT NUMBER 12I WAS ADMITTED
9 INTO EVIDENCE.)

10 A. This is just one day, again, the red pick-up
11 truck and the other darker car next to it, those are
12 some quests. I don't know who that belongs to. And
13 three white cars parked parallel to the property line.
14 Those were all the Abdos.

15 Q. And finally 12K?

16 (PLAINTIFF EXHIBIT NUMBER 12K WAS ADMITTED
17 INTO EVIDENCE.)

18 A. Yeah, just, you know, another day. Very
19 likely this was, again, a weekend day. I know when
20 this picture was taken, they were not living in 29.
21 Just more quests coming to, you know, visit them at
22 27.

23 Q. All right, sir. Is it fair to say,
24 Mr. Schaible, that the Abdos are using and have been
25 using your driveway for purposes other than their

1 ingress and egress to 29?

2 A. That's correct. Absolutely.

3 Q. All right. Do they have people who are
4 visiting them at 27 use your driveway?

5 A. All the time. Because that's -- I guess they
6 moved to 27 sometime in 2018, and this was a routine
7 occurrence and, you know, people obviously were
8 instructed to go park at 29.

9 MS. WILLIAMS: I'm going to object at this
10 point because we're getting into speculation and
11 hearsay about what the Abdos may or may not have told
12 their guests, and I don't think that's appropriate.

13 Q. Okay. Don't tell them what you think they
14 might have said. Okay?

15 But it's clear -- is it clear to you that their
16 uses are being made of the driveway that are not
17 ingress and egress by the Abdos to reach 29 Broughton?

18 A. Correct.

19 Q. All right, sir.

20 Now, have there been other problems with the
21 driveway with regard to other issues, for example,
22 trash cans?

23 A. Yeah. That's something, you know, that
24 started -- most of the problems -- a lot of problems
25 we have started after in 2018 or so after we kind of

1 had our falling out when we had our meeting in 2017.

2 You know, the big issue was using the driveway,
3 and it spilled over into a lot of little things that I
4 think are harassment.

5 They started interfering with our garbage can at
6 the street, moving it around. We used to keep it in
7 front of that Sago palm. We had no frontage at the
8 street to put any garbage on, so we put a couple of
9 feet to the right, which we're totally entitled to do
10 under the law.

11 And just to try and keep the peace, we started
12 just putting it on the corner of our driveway instead.
13 They then started -- on one occasion when he had a
14 bunch of leaf bags, just stacked it up against our
15 garbage can, which would have prohibited the City from
16 coming and picking it up.

17 Also putting -- its against city regulations to
18 put your garbage can on anybody's driveway. We then
19 moved the garbage can to the other side of the
20 driveway to avoid confrontation, and as far as the
21 lawn and leaf bags that they like to put on the corner
22 of our driveway which blocks the entrance with our can
23 on the other side -- they come around to pick that up
24 with a metal claw. It would definitely do damage to
25 the concrete.

1 So I don't know. They never used to do any of
2 this. But starting in 2018, they started with, you
3 know, lot of, you know, harassment things.

4 Q. Direct you to 14H, Mr. Schaible.

5 (PLAINTIFF EXHIBIT NUMBER 14H WAS ADMITTED
6 INTO EVIDENCE.)

7 A. Got it.

8 Q. What does that show?

9 A. That shows the Abdos' garbage can placed on a
10 corner of our driveway, and it's against our city
11 ordinance to do so.

12 Q. And 14J, Mr. Schaible. Look at 14J and K
13 simultaneously. What do those show?

14 (PLAINTIFF EXHIBIT NUMBER 14J WAS ADMITTED
15 INTO EVIDENCE.)

16 A. This was just the other day putting garbage
17 out for 29, again, on the corner of our driveway.

18 There on K, you could see our can on the right,
19 which -- and it just tightens the place of pulling in
20 and out of our driveway.

21 Q. All right, sir. Has there been an ongoing
22 issue in addition to these issues with regard to the
23 placement of the trash can with lawn maintenance and
24 blowing leaves and blowing grass onto your driveway?

25 A. Yeah. Basically every time they cut their

1 lawn, they make big sweeping turns over our driveway
2 for some reason depositing grass clippings, sometimes,
3 you know, when the grass gets real high and hasn't
4 been cut in several weeks, they'll leave big piles of
5 grass behind.

6 They just leave it there. He never used to do
7 that when we were on better terms. Actually was very
8 good at helping keep the driveway clean. He would
9 go -- after he got done cutting, without these big
10 sweeping turns, would come along with a blower and
11 blow little things off the driveway.

12 But, you know, since then, he's been on a mission
13 to make as much of a mess as he can.

14 Q. Just an example of that, if you go to 11F.

15 (PLAINTIFF EXHIBIT NUMBER 11F WAS ADMITTED
16 INTO EVIDENCE.)

17 A. That's one of the times when the grass was
18 really tall and hadn't been cut in a long time and had
19 been shot, and there was actually more than what's in
20 this picture.

21 And all of that is just left behind, and that's a
22 routine thing, you know. And sometimes it's worse
23 than others. That was probably one of the more
24 extreme cases.

25 Q. And are there other pictures of grass

1 clippings and leaves left on your driveway that you
2 have taken photographs of that are included here?

3 A. Yeah, I believe so. I mean, one issue we
4 have is that they now never clean their property, and
5 I'm talking six months or more, especially in the
6 spring when the trees leaf out.

7 And when we get heavy rain, all that washes onto
8 our driveway in a big slick, and it's all left there
9 for us to clean up.

10 There was a -- you know, mud is another issue,
11 whether it's from the parking on their lawn or him
12 riding his tractor out to the street to take garbage
13 to the street, big backhoe type tractor with big tires
14 that pick up mud in the backyard and flip off all the
15 way down the driveway.

16 Q. Is 11A an example of that?

17 (PLAINTIFF EXHIBIT NUMBER 11A WAS ADMITTED
18 INTO EVIDENCE.)

19 A. Let's see. That's just from an automobile
20 from an area called the mud pit which is where the
21 Toyota originally started to park.

22 You know, rained, got wet, and kind of the
23 byproduct of, you know, parking on the lawn and using
24 our driveway.

25 Q. Did you make a video as an example of

1 Mr. Abdo's practice in operating his riding lawn mower
2 and using your driveway for that?

3 A. Yeah, I made a few. But we picked one for
4 display today.

5 Q. All right, sir.

6 MR. GOWDER: Your Honor, I have a video.
7 It's identified as 14L. We're not really set up to
8 project that, but we can make it available to the
9 Court to review, and we would just like to --
10 Mr. Schaible has identified it, and we would like to
11 include it as one of the photographs.

12 THE COURT: Okay. It's on your list?

13 MR. GOWDER: Yes, sir. This was provided
14 ahead of time to Ms. Williams, but I'm happy to allow
15 her to take a minute and look at it.

16 MS. WILLIAMS: That's fine. What is the
17 exhibit?

18 MR. GOWDER: 14L.

19 (PLAINTIFF EXHIBIT NUMBER 14L WAS ADMITTED
20 INTO EVIDENCE.)

21 MS. WILLIAMS: And this is just mowing the
22 grass?

23 MR. GOWDER: Yep. Less than a minute.

24 THE COURT: All right. Video of the grass
25 being cut?

1 MR. GOWDER: Yes, sir.

2 Q. Can you give a time roughly when that --

3 A. Oh, yeah. I would have to -- I've got some
4 notes on dates if I can look at that.

5 That was December 2018.

6 MR. GOWDER: Your Honor, at this point, what
7 I'd like to do is -- just to keep the record clear, I
8 would like to move into evidence all of the documents
9 that Mr. Schaible has identified thus far.

10 I don't think there's been an objection.

11 MS. WILLIAMS: There's not.

12 THE COURT: Okay. Very good. In evidence.

13 Q. Mr. Schaible, did the defendants purchase
14 another property beyond 29 Broughton?

15 A. Yeah. They purchased 27 in 2018, I believe.

16 Q. Which is identified in the lot descriptions
17 and in the plats as lot seven?

18 A. That's correct.

19 Q. That's on the other side of them from you?

20 A. That's correct.

21 Q. And can you tell the Court how they began
22 using the driveway with regard to 27 Broughton -- your
23 driveway with regard to 27 Broughton?

24 A. It was used as an area when their friends
25 came to visit to park. It was our driveway. Parked

1 at 29 and walk over to 27.

2 Q. All right, sir. And what happened to the
3 structure at 29 Broughton after the Abdos bought 27
4 Broughton?

5 A. It remained vacant and has never been
6 occupied since.

7 Q. Okay. Did they move from 29 to 27?

8 A. That's correct.

9 Q. All right. And it's been used for what
10 purpose since then?

11 A. Storage.

12 Q. Okay. Have you had a chance to review online
13 plans with regard to 27 and 29 Broughton?

14 A. Yes, I have.

15 Q. All right, sir. And where did you see those?

16 A. It's on the City's site. You know, after we
17 had a couple issues with unpermitted things that they
18 did that lead to problems, I started looking at the
19 City site every once in a while to see what permits
20 were being taken out.

21 And a while back, they took out a demolition
22 permit for 29 Broughton. I don't know when. I know
23 it expired, I think, in April and then they renewed it
24 again.

25 Then I would say sometime over the summer, a

1 building permit application was started for 29. And,
2 you know, as that progressed, you know, there were
3 drawings and attachments there.

4 Q. Okay. And from your review of that City
5 website, what do the plans depict?

6 A. It depicts a new structure. I think it's
7 2700 square feet. A lot of that square footage seems
8 to be either storage, like garages or large patio or a
9 deck. It's only about 1400 feet of interior space.
10 Two bedrooms, one labeled as a guest bedroom, one, I
11 think, a guest/living area and a kitchenette area.

12 And it seems -- it's clear that this is going to
13 be a guest wing.

14 Q. Okay. How much street frontage does 29
15 Broughton have on Broughton Road?

16 A. Approximately 90 as I understand.

17 Q. 90 feet?

18 A. 90 feet.

19 Q. Does 29 Broughton have direct access to
20 Broughton Road?

21 A. Sure.

22 Q. All right. And how much additional frontage
23 does 27 Broughton have?

24 A. I just kind of walked it off. I think it's
25 approximately another 90 feet.

1 Q. All right, sir. From the plans that you
2 reviewed, is it apparent that the properties are going
3 to be combined?

4 A. Yes.

5 Q. And will there be -- how many structures does
6 it appear that will be?

7 A. Well, ultimately will be one. I mean, the
8 plans also list -- you know, it's interesting that the
9 plans for 29 are listed as phase one, which, you know,
10 of course leads me to believe there must be a phase
11 two or more phases to come.

12 You know, you look at the -- you have to work
13 around the oak trees, which, you know, they're very
14 protective of. And looks to me like they're trying to
15 align whatever is going to be built on 29 with
16 whatever they have planned for 27.

17 Q. Have there been other disputes involving the
18 Abdos in your neighborhood?

19 A. Yeah.

20 MS. WILLIAMS: Objection to that. I don't
21 think that disputes with any other neighbors in the
22 neighborhood has anything to do with the easement and
23 the use of the easement in question.

24 This is a dispute between these property
25 owners, and I'm not going to have my clients colored

1 or characterized by other disputes they've had with
2 other people in the neighborhood. It has nothing to
3 do with the easement.

4 MR. GOWDER: Well, Your Honor, part of our
5 argument is that the easement has been abused and that
6 the Abdos have gone beyond the scope of the easement,
7 and we believe that these other disputes show a
8 pattern of how they interact with their other
9 neighbors and willingness to abide by rules, whether
10 it be city ordinances or whether it be written
11 restrictions in their easement.

12 MS. WILLIAMS: Then Mr. Gowder can call those
13 people as a witness, but I don't think Mr. Schaible
14 can testify about disputes that Mrs. Taylor and
15 Mr. Abdo have had with other neighbors.

16 That is categorically all hearsay, and it's
17 not relevant.

18 MR. GOWDER: It's not hearsay if he's not
19 talking about conversations but he has witnessed a
20 number of incidents and facts that I believe it would
21 be appropriate for him to testify.

22 MS. WILLIAMS: I don't know how that's
23 relevant to the use of the easement.

24 THE COURT: What's the relevance of that?

25 MR. GOWDER: The relevance, as I said, Your

1 Honor, is that the -- you know, one of our arguments
2 is that the scope of the easement has been abused and
3 exceeded by the Abdos and their behavior with regard
4 to other neighbors is part of a pattern that shows
5 that this is something that they do with regard to
6 their adjoining neighbors.

7 MS. WILLIAMS: They don't have an easement
8 with anyone else in the neighborhood.

9 THE COURT: Objection is on relevance. I'm
10 going to sustain the objection as it relates to the
11 issue at hand, which is the driveway easement.

12 Q. Let me ask you this. Who maintains your
13 driveway?

14 A. We do.

15 Q. All right, sir. Have the defendants
16 contributed anything to the maintenance of the
17 driveway?

18 A. Initially, they did. You know, he would help
19 keep the driveway clean. When he cut his lawn, he
20 would blow it off and, you know, so forth. And, yeah,
21 he helped contribute, absolutely.

22 Q. But have the Abdos -- did they pay anything
23 for the construction?

24 A. No, they've never paid anything for
25 construction or anything we did, which included tying

1 this new driveway in with their parking pad and a
2 drainage system that we installed that really
3 benefited them more than anything.

4 When it rained really hard, there would be
5 several inches of water on the parking pad. You
6 couldn't get in and out of your car without getting
7 your feet soaking wet.

8 I mean, we did some neighborly things for them,
9 and they did some neighborly things for us.

10 Q. Did you want to sue your neighbors?

11 A. No, not at all.

12 Q. All right. Why did you ultimately file this
13 lawsuit?

14 A. Because this situation just gets worse and
15 worse. And this situation was -- this easement was
16 never needed at any stage.

17 We have had five families live in these two
18 homes. The only family we ever had an issue with is
19 the Abdos. The only family we had to say a word to is
20 the Abdos. They just take and take and take.

21 And, you know, I think this whole thing with the
22 expansion, I think it's a land grab. I think it's
23 also a money grab.

24 MS. WILLIAMS: Objection.

25 THE COURT: Overruled. Go ahead.

1 A. You know, when we went to mediation, they'll
2 give up the easement. They agreed to do it for
3 280,000.

4 Q. We don't need to talk about mediation.

5 What are you asking the Court to do to today?

6 A. I'm asking the Court to end this easement as
7 soon as possible, hopefully today, because it's
8 completely unnecessary, and it doesn't work, and
9 frankly it just brings out the worst in the Abdos.

10 They have a lot of spite. They have done a lot
11 of things to harass us, make our lives difficult, and
12 I don't think that's what this was created for, and I
13 don't think this is going in a good place.
14 Probably -- I don't know if he's trying to bait me
15 into an altercation with all these annoying little
16 things he's doing.

17 And, again, they will not be inconvenienced one
18 little bit. They will be able to use their property
19 without any problem. It will only help -- it will
20 help them. They don't seem to be able to stop
21 themselves.

22 They've been on, again, this harassment campaign
23 for seven years now, and it includes a lot of other
24 things we haven't talked about because we don't want
25 to go into too much detail, but I will be happy to do

1 it.

2 MR. GOWDER: Thank you, Mr. Schaible.

3 Your Honor, that's all I have for this
4 witness.

5 THE COURT: You want to take a short break?
6 Let's take about five minutes.

7 Mr. Schaible, if you'd like to step down, get
8 some water, take a refreshment, just come on back to
9 the stand and we'll start back. All right.

10 (Recess was taken.)

11 THE COURT: Back on the record.
12 Mr. Schaible, Ms. Williams is going to ask you a few
13 questions.

14 All right.

15 CROSS EXAMINATION

16 BY MS. WILLIAMS:

17 Q. Mr. Schaible, I'm Jennifer Williams. As you
18 know, I am the attorney for Mrs. Taylor and Mr. Abdo.

19 I want to go back a little bit. I know
20 Mr. Gowder covered a lot of ground, but I want to go
21 back to when y'all first bought the property.

22 Let's see. You bought your property in December
23 of 2005; is that right? I'm sorry. October?

24 A. Yeah, I think that's correct.

25 Q. October of 2005. And I believe the deed to

1 your property is already included as an exhibit to the
2 complaint, but I will show it to you.

3 It's marked by Mr. Gowder as Plaintiffs' Exhibit
4 10.

5 This would be the deed to your property. Does
6 that look familiar?

7 (PLAINTIFF EXHIBIT NUMBER 10 WAS ADMITTED
8 INTO EVIDENCE.)

9 A. Actually, no. But --

10 Q. It's been a while?

11 A. Yeah. I mean, a lot of papers.

12 Q. And then if you flip to the next page, keep
13 going to the legal description on the following page.

14 A. Uh-huh.

15 Q. One more.

16 A. It is a lot of paper.

17 Q. Okay. And then in the legal description to
18 the deed to your property -- so we're on the same
19 page. October of 2005?

20 A. Uh-huh.

21 Q. And then in the legal description, do you
22 mind just telling us a little bit about -- that second
23 paragraph.

24 Do you mind telling me about the second
25 paragraph? Just read it out loud.

1 THE COURT: Which document are we on?

2 MS. WILLIAMS: Plaintiffs' Exhibit 10, which
3 is the vesting deed for the Schaibles from October of
4 2005.

5 A. It reads, "The portion of the above-described
6 property 15 feet wide leading from Broughton Road and
7 the main portion of said property is conveyed subject
8 to the easements therein granted by Charles S. White
9 by deeds of conveyance conveying lot six and four
10 block K, Crescent, recorded in the RMC office of
11 Charleston County in book R68, page 10 and book W68,
12 page 122 respectively."

13 Q. Thank you. This isn't the first property
14 you've owned, I'm sure.

15 A. No.

16 Q. Where did you live -- just from the accent,
17 you're from up north, I gather?

18 A. From New Jersey.

19 Q. Did you own real estate up there?

20 A. Yes, we did.

21 Q. I hear the taxes up there are awful.

22 So how many pieces of property, just residential,
23 do you think you've bought and sold? Four, five, ten?

24 A. Well, we've bought or sold?

25 Q. Just a guess. Just how many that you've

1 lived in, how many times you've moved?

2 A. I'd say four.

3 Q. And when you bought this property, did you go
4 look at it first?

5 A. Yes.

6 Q. In person?

7 A. Yes.

8 Q. Did you go a few times?

9 A. Yes.

10 Q. And you testified that when you first closed
11 on this property, that driveway was like a black top?

12 A. Yes.

13 Q. Okay. At some point between going under
14 contract, seeing the property, and closing, you became
15 aware of the easement at some point, the driveway?

16 A. Yeah, that other homes used it. Correct.

17 Q. Okay. And so then I believe Mr. Gowder asked
18 you about Plaintiffs' Exhibit 2. May I show that to
19 you?

20 A. Sure.

21 Q. And that is, we all agree, I believe, F35,
22 page 168 recorded that note right there of 35, F, 168.

23 So that's the plat that's referenced in the legal
24 description to your deed?

25 A. Okay.

1 Q. Is that -- I don't want to put words in your
2 mouth. Does that reference the same plat?

3 A. Yes, appears so.

4 Q. And on that Exhibit Number 2, we see the
5 driveway?

6 A. Yep.

7 Q. And it does geographically go down through
8 lot five with lot four on one side and lot six on the
9 other side?

10 A. Correct.

11 Q. So that driveway, which is the easement we're
12 talking about, is between four and six?

13 A. That's correct.

14 Q. Okay. I'm happy to take that back from you.

15 And then the Abdos, they bought their property,
16 and I believe their deed is also included as an
17 exhibit to your complaint, and I believe we stipulated
18 to these coming in as well, the vesting deeds that
19 have already been recorded.

20 They bought their property. I will show you
21 Plaintiffs' Exhibit Number 9. Have you ever seen this
22 or reviewed it before?

23 A. No.

24 Q. The deed to the Abdos' property?

25 A. No. If I did, it would have been, you know,

1 18 years ago. I certainly wouldn't remember it.

2 Q. Would it have perhaps been at any point
3 during the litigation and discussions about the
4 easement and what the deeds say?

5 A. Honestly, I leave most of this stuff up to my
6 lawyers.

7 Q. Did you and the Abdos -- I say Abdos, caveat
8 being that Mrs. Taylor's last name is not Abdo. Did
9 you all talk about the easement and the deeds as
10 they're written?

11 Did you all talk or e-mail about that at all
12 before the lawsuit was filed?

13 A. I don't remember ever having a conversation
14 to that nature.

15 Q. Even an e-mail about what the deeds say?

16 A. I don't remember it, no. If it happened, I
17 don't remember it.

18 Q. Okay. And then you mentioned that your --
19 okay. Let's see.

20 The Abdos closed on their home at 29, the first
21 one, the lot six, right?

22 A. Uh-huh.

23 Q. They closed on that property in about August
24 of '07, so about two years after you guys?

25 A. Okay. I thought it was closer.

1 Q. And you mentioned that the -- yeah, October
2 of '05 for you guys with a 14-month renovation.

3 When did you -- don't scorch the earth to find
4 the exact date. When did you put in the new driveway
5 if you did a 14-month reno?

6 A. If I can look in some notes, I can give you
7 that exact date. I know it was in 2008.

8 Q. You think it was more than two years after
9 you all bought the property?

10 A. Let's see. April of 2008.

11 Q. And in April of 2008, that's about eight
12 months after the Abdos closed, but they didn't move
13 into their property right away, did they?

14 A. I don't remember.

15 Q. Okay. And in that eight months that they
16 owned it before you redid the driveway, had you had
17 any interactions with them at all?

18 A. I honestly don't remember. We might have --
19 I don't -- I think the first time I met them is when
20 they moved in and I introduced myself.

21 Q. And do you think that may have been some
22 point after the property closed or do you remember
23 when you first met them? Just ballpark.

24 A. I remember meeting -- as I remember, I
25 remember meeting Dave, saying hello, introducing

1 myself maybe a day or two after they moved in. That's
2 what I remember.

3 Q. And do you remember if the driveway was still
4 blacktop when you first met them?

5 A. It was, I believe, yes.

6 Q. And did you have any conversation with them
7 about the driveway or what you were going to do or the
8 drain or the kind of cement or oyster shells that you
9 might use or the --

10 A. The only conversation I think I had with them
11 was that I would tie this new driveway into the
12 parking pad.

13 Q. So you never asked them to pay?

14 A. No.

15 Q. And at that point, they had only owned the
16 property -- I don't know that they lived there that
17 long. But they only owned the property next door
18 about eight months at the time you put in the new
19 driveway?

20 A. I suppose so.

21 Q. And since then -- I'm going to bounce around
22 by subject matter rather than time reference.

23 So if the driveway goes in in April of '08, what
24 kind of repairs have you had to do to the driveway?

25 A. Not a lot. One repair -- we've had to do a

1 few repairs. Out at the end of the driveway, there's
2 a sink hole that kind of developed out at the street.

3 Q. If I'm looking at the driveway and the left
4 is 29 and then the driveway and then the right is Ann
5 Carr's, previously Ann Carr's, is that the one that's
6 right there on the left as the driveway comes out to
7 the road?

8 A. The sink hole was basically right in front of
9 the driveway, our driveway.

10 Q. Okay. So that's -- okay. What did you do
11 to --

12 A. Because of the sink hole, it affected like
13 the Belgian border. And we had the mason, you know,
14 do some fill and resetting of those blocks.

15 Q. And then so if we go back in time, you all
16 got along relatively well.

17 I think you said that you might e-mail, hey,
18 we're having extra people over tonight, just a heads
19 up, that kind of thing?

20 A. Uh-huh.

21 Q. At some point, there was discussion about
22 some unsightly things on the property if we're being
23 honest, right?

24 A. Uh-huh.

25 Q. Do you recall -- I think at some point you

1 gave them a list. Do you recall what some of those
2 things were that were just --

3 A. Yeah.

4 Q. Can you tell me about them?

5 A. Broken windows, pile of bricks.

6 Q. Where was the pile of bricks?

7 A. Stacked up on the -- I believe on the parking
8 pad area near the garage.

9 Q. And what were some of the other things? I
10 think Mr. Gowder may have covered a few.

11 A. There was an old rusty lamp post that wasn't
12 even active, and I offered to take that down.

13 Q. And did the Abdos, did they take out those
14 lamp posts?

15 A. Yes.

16 Q. Did they deal with the bricks that were
17 stacked on their parking pad when you asked them to?

18 A. Yep.

19 Q. There was an issue about a basketball goal?

20 A. Yes.

21 Q. What was that about?

22 A. All rusty and old, and they had another one.

23 Q. They had two?

24 A. Yes.

25 Q. So you asked them to remove the old rusty

1 one?

2 A. Yeah.

3 Q. And, I mean, at some point with Mr. Gowder,
4 you talked about neighborly things that you have done
5 with them and things that you asked them to do that
6 they did?

7 A. Yeah. We also said they didn't have to do
8 any of these things if they didn't want to, that we
9 would -- we didn't want to look at it anymore. As it
10 got worse, we wanted to put up a fence. Kind of their
11 option.

12 Q. And if they were -- the Abdos or their guests
13 or their kids, after they started driving, if they
14 were to park in the yard coming from 27 Broughton or
15 just directly from Broughton, that would still be
16 unsightly?

17 A. It could have been done much better. I even
18 think at one time I made a suggestion of why don't
19 they make a parking lane down the property line of 27
20 and 29, and it would be just like a long driveway. I
21 think that would have been a major improvement.

22 Q. Well, they didn't own 27 --

23 A. No.

24 Q. -- until January of '18?

25 A. I'm 29. And between the two properties, it

1 was all landscape with bushes. So, I mean, cars are
2 cars, and they're -- just to say it's not the most
3 attractive thing. But we did not like this
4 progression of cars all the way down the driveway.
5 Kind of looked like a 7-Eleven.

6 Q. And I'm going to show you, Mr. Schaible, an
7 e-mail exchange between you and Mrs. Taylor just about
8 some of the issues.

9 MS. WILLIAMS: And just for the Court's
10 reference, the timeframe is roughly May of 2017.

11 Q. Do you recognize that e-mail exchange?

12 A. Yes.

13 Q. Take a minute to look. In that --

14 A. I mean, I'm vaguely familiar with it from
15 back then.

16 Q. May I --

17 A. Sure.

18 Q. -- ask you some questions about that?

19 A. Sure.

20 Q. So in May of '17, you guys had been neighbors
21 for a decade, give or take?

22 A. Correct.

23 Q. And then we have an e-mail that really, I
24 think, probably kicks off the bigger dispute. And if
25 I'm correct, the e-mail on May 3 of 2017, are you

1 saying to Abdos --

2 THE COURT: Let me stop you. Has this been
3 identified as an exhibit?

4 MS. WILLIAMS: Well, it's not an exhibit yet.
5 It can be Exhibit 23, Defendants'.

6 COURT REPORTER: 24.

7 THE COURT: My exhibit list 23 says Google
8 photo.

9 MS. WILLIAMS: I'll make this 24. I didn't
10 get to the Google photo yet. I will make this 24.

11 (DEFENSE EXHIBIT NUMBER 24 WAS ADMITTED INTO
12 EVIDENCE.)

13 THE COURT: Mr. Gowder, you have the
14 document?

15 MR. GOWDER: I have it now. I don't have an
16 objection to it.

17 THE COURT: Okay. All right. Very good.
18 This is an e-mail exchange from May of '17?

19 MS. WILLIAMS: Right. Among the neighbors.

20 THE COURT: Okay. Thank you.

21 Q. So May 3rd of 2017 is an e-mail from you to I
22 believe Sonja. And can you just read us what you
23 wrote on May 3rd of 2017?

24 A. "Hi, Sonja. We need to talk about your
25 property and how it affects our property. We talked

1 with Dave several months ago, and I thought we had an
2 agreement. We seem to be back at square one. Please
3 let us know when you can meet so we can hopefully come
4 to some conclusion. We have been good neighbors for
5 years and hope it remains so, but this aesthetic
6 situation has to be finalized once and for all."

7 Q. And --

8 MR. GOWDER: I don't mean to interrupt you.
9 But just for the Court's benefit -- I thought that
10 looked familiar -- it's also in Plaintiffs' 19C. So
11 it's the same e-mail string.

12 Q. And in this e-mail string, do you think that
13 you all met more than once to talk about some issues
14 you were having?

15 A. I think we just from -- we met once with Dave
16 and I think every other time was when we communicated
17 was through e-mail. I don't know if we ever met a
18 second time.

19 Q. And did Dave request that meeting, like, hey,
20 let's just chat about this in person?

21 A. No, we requested that meeting.

22 Q. And they were agreeable?

23 A. Yeah, they wanted to discuss it. They wanted
24 to clear the air and get everything --

25 Q. Sounded like you had already done that in

1 this e-mail because you said, you know, I thought I
2 had an agreement with Dave but looks like we're back
3 to square one.

4 A. What that is that we did have this agreement
5 and thought we worked things out amongst ourselves --

6 Q. About --

7 A. -- and that was in January and then progress
8 was being made, but then --

9 Q. What things or what progress?

10 A. Some cleaning up their property, you know,
11 the bricks, the lamp post, the broken window. I think
12 it was mold and mildew on the house; they had that
13 pressure washed. But the --

14 Q. At this point, they still lived in 29?

15 A. Yes.

16 Q. Okay. The issue about the rocking horses, I
17 think this e-mail exchange in May of '17 after
18 January's conversation or e-mail exchange, whichever
19 that was, it lists, you know, rocking horses, the
20 lawn, the length of the weeds, you know, the biggie,
21 so many cars parked in the yard. That was kind of a
22 short laundry list of issues. And the lamp post and
23 basketball goals and all those things?

24 A. Sure.

25 Q. I would move to admit Defendants' Exhibit 24

1 into evidence.

2 MR. GOWDER: I don't have any objection but,
3 again, noting that it's also 19C as well.

4 THE COURT: Very good. In evidence.

5 Q. Do you still work for I think you said
6 Predential?

7 A. No, I haven't worked for them in years.

8 Q. How do you stay busy? Are you retired?

9 A. We have several properties, and I just
10 maintain those properties.

11 Q. Locally?

12 A. Two in Charleston; two in New Jersey.

13 Q. Okay. And when we talked about the pictures
14 that Mr. Gowder was showing you, and ask you about a
15 few of those.

16 How long did Ann Carr live next door?

17 A. I'm just going to guess 15 years.

18 Q. For a while?

19 A. Yeah.

20 MS. WILLIAMS: I'm going to show him 23. I
21 believe Mr. Gowder and I have already stipulated to
22 Defendants' Exhibit 23, the Google photo.

23 MR. GOWDER: No objection.

24 THE COURT: Okay. Without objection.

25 (DEFENSE EXHIBIT NUMBER 23 WAS ADMITTED INTO

1 EVIDENCE.)

2 Q. Is this a fair and accurate depiction of sort
3 of the street view --

4 A. Yes.

5 Q. -- of the house?

6 A. Shows all three properties.

7 Q. And that house to the right, is that
8 Ms. Carr's?

9 A. Yes. That's 33 Broughton.

10 Q. Or what we also refer to as lot four?

11 A. Yes.

12 Q. Y'all bought the property as well, right?

13 A. Yes.

14 Q. When Mrs. Carr moved?

15 A. Mrs. Carr, I would say, came five, six, or
16 more years after we had. There was another family
17 living there. I never even met them.

18 Q. But you own it now?

19 A. We own it now.

20 Q. What do you do with that property?

21 A. We rent it.

22 Q. So for income to renters?

23 A. Yes.

24 Q. Is that one of the properties you were
25 mentioning before?

1 A. Yes.

2 Q. When Ann lived there, and I guess her husband
3 before he passed, did y'all get along?

4 A. Yeah, got along fine.

5 Q. And on that photo, it shows there are two
6 points of access to Ann's property. I would say a
7 circular drive, but it's not a circular drive; is that
8 accurate?

9 A. Like U-shaped.

10 Q. Right. So Mrs. Carr could turn in to her
11 driveway from Broughton Road and drive through, and
12 she could go down the driveway that's the easement
13 that lot four has --

14 A. Uh-huh.

15 Q. -- and enter her driveway that way as well?
16 So two different routes?

17 A. Yes.

18 Q. Did you ever ask Mrs. Carr to agree to
19 terminate the easement because she didn't need it
20 anymore?

21 A. No.

22 Q. Is there a reason for that?

23 A. She caused no problems.

24 Q. And when we talk about the problems, she
25 didn't cause problems and all of the neighbors you've

1 had in the time you've been there, you said roughly
2 five, what problems is it that these neighbors are
3 creating that no one else did?

4 A. Well, there's putting grass clippings on the
5 driveway every time they cut their lawn, mud. One
6 time they were loading sandbags into a vehicle that
7 was parked off the driveway on the lawn. Couple were
8 dropped. That was left and never cleaned up. They
9 don't clean up after themselves. Another time, they
10 brought a commercial company in to do some tree work.
11 They put their chipper on the driveway, left a big
12 mess behind. They didn't clean that up.

13 So they create a lot of problems. Plus, the, you
14 know, the expansion of -- we feel expansion of the
15 easement all the way down the driveway from the
16 parking pad --

17 Q. The things that you're talking about with
18 Mr. Gowder about where the cars are parked?

19 A. Yeah.

20 Q. And on Defendants' Exhibit 23 -- and,
21 admittedly, this is from Google photos. So I don't
22 know when the unmanned truck goes by and takes this
23 picture.

24 But even in this picture alone, that driveway is
25 pretty clean? The yard is pretty trim? Everything

1 looks pretty good?

2 A. Yeah.

3 Q. I would move to admit Defendants' 23 in
4 evidence.

5 MR. GOWDER: I think it's in. No objection.

6 Q. Mr. Gowder asked you about Exhibit 5, and I'm
7 showing you these. I know you have already seen them.
8 Plaintiffs' Exhibit 5.

9 MS. WILLIAMS: I'm just asking him about
10 pictures that have been admitted.

11 THE COURT: All right.

12 Q. Looks like everything is in pretty good
13 shape, no mud, no grass clippings? Generally clean
14 from that view?

15 A. Yeah.

16 Q. We'll get to yours. I know these are Google.

17 A. I might have cleaned it up.

18 Q. And for about ten years from the time they
19 moved in until the lawsuit that you filed, you agree
20 Dave did that? Dave cleaned up --

21 A. Oh, yeah. Everything was pretty good. Yeah.

22 Q. And the video that was entered, Exhibit 14 --
23 I forget the letter reference.

24 MR. GOWDER: L.

25 Q. 14L. Practically speaking, Dave can't pick

1 up the grass clippings as he's mowing, right?

2 A. Sure he can. Use a bagger.

3 Q. While he's on the lawn mower, the clippings
4 are going to go somewhere. You have to clean it up
5 after you're done.

6 A. I have mowed plenty of lawns. Then you would
7 mow and shoot the clippings onto his own property.
8 You don't shoot them onto the driveway. And if you
9 did do that, you would clean it up after.

10 Q. Which he did for a good decade or so?

11 A. Oh, he did. But he didn't mow his lawn like
12 that either back then.

13 Q. Is there a different way to mow the lawn?

14 A. There's a lot of different ways to mow lawns.
15 I know.

16 Q. Then I'm going to ask about some of these
17 pictures. Ask you about this Plaintiffs' Exhibit 11A.
18 I believe that's already in evidence. These are the
19 muddy tire tracks?

20 A. Yeah.

21 Q. That might come from anywhere? Could have
22 been a monster truck at a rally, could have been
23 anywhere? That mud could come from anywhere?

24 A. I disagree with that.

25 Q. It's your position that this track of mud

1 came from --

2 A. From off there, which is where the mud pit
3 area is where they park cars.

4 Q. Did they offer to put down gravel or
5 something in that area --

6 A. They did.

7 Q. -- at one point?

8 A. But they wanted to continue to get access
9 from our driveway.

10 Q. To an expansion --

11 A. Yeah, we'll put down gravel. I really didn't
12 want to see some kind of mishmosh gravel pit, either.

13 Q. If they had paved it, would that have been
14 agreeable to you?

15 A. Not access from our property. What we did
16 say that they could do is if you want to pull into
17 your parking pad area, which has been used for
18 decades, you want to make a left-hand turn onto your
19 lawn, go right ahead and do it. Okay? We're still
20 probably not going to want to look at it, and we said
21 we want to put up a fence so we don't have to look at
22 it.

23 Q. What about when Mrs. Palmer lived there? How
24 many people were in that family? Was it just her?

25 A. Her and a nurse.

1 Q. That was it?

2 A. Yeah.

3 Q. And for a while -- the Abdos, they've got two
4 boys. There weren't a ton of cars until they could
5 drive?

6 A. Yes.

7 Q. So not really the same scenario as the
8 Palmers.

9 All of these photos, I don't believe we've
10 testified about a time period.

11 So any one of these with all these cars -- and I
12 understand it's not your position that's the case --
13 but could have been Thanksgiving when there's a bunch
14 of cars?

15 A. Could have been, yes.

16 Q. And if there's a U-Haul truck -- I'm looking
17 at Plaintiffs' 11C -- that's not parked there all the
18 time? That's obviously a different occasion?

19 A. Yeah.

20 Q. Temporary?

21 A. Moving something and it's in the right of
22 way, too.

23 Q. And the boat is parked in the yard.

24 11B, all of the cars that are parked are on the
25 Abdos' property?

1 A. That's correct.

2 Q. So there's no dispute about that; am I right?
3 It's about accessing their property from the driveway?

4 A. Yes. We never said -- you can turn your
5 front yard into a parking lot. Just we don't want you
6 accessing it and we don't want to look at it, and we
7 want to take actions to protect our interests and
8 quality of life.

9 Q. In the e-mail we admitted as Defendants'
10 Exhibit 24, you say -- and by all means, let me show
11 it to you. Correct me if I'm wrong. "We're not
12 trying to tell you what to do with your property.
13 You're entitled to do anything you want with it under
14 the law, but we're equally entitled not to look at it
15 if we don't want to."

16 A. Correct.

17 Q. Okay. And --

18 A. They disagreed with that.

19 Q. Well, I think that's where the law question
20 comes in.

21 Let's see. The boats and boat trailers, they
22 might be here or there, but they're not parked or
23 stored on the yard?

24 A. The boats, yeah, they are. There's one there
25 right now.

1 Q. It's not there all the time? They have a
2 lift in the back?

3 A. We went out of town most of the summer. We
4 came back for a few days in August, and the boat and
5 trailer was on the front yard.

6 Q. Having been out of town, you don't know how
7 long it had been there?

8 A. I don't. It's often there. Sometimes, it's
9 there; sometimes, it's not there.

10 Q. And I believe Mr. Gowder asked you about
11 Plaintiffs' Exhibit 11I. That one?

12 (PLAINTIFF EXHIBIT NUMBER 11I WAS ADMITTED
13 INTO EVIDENCE.)

14 A. We actually didn't discuss this one.

15 Q. Looks like it's after a big rain.

16 A. Yeah. This is the washout from their
17 property onto our property, which is left for us to
18 clean up.

19 Q. At some point -- the Abdos aren't
20 intentionally making it rain and having all this
21 debris come onto the driveway. That happens when it
22 rains sometimes?

23 A. Not unless you don't clean your yard.

24 Q. Well, it's going to happen, and then it will
25 need clean-up at some point?

1 A. I disagree with that. We never used to have
2 this problem with these -- that type of a washout
3 until they got angry and they decided to create a
4 grudge and they failed to clean their yard.

5 I'm telling you. I can document this. Six
6 months or more at a time. Builds, up builds up.
7 Other people --

8 Q. But then they do it because we're also
9 talking about how Dave always leaves his grass
10 clippings on the driveway? So he either is or he
11 isn't.

12 He's taking care of the yard and he's frustrating
13 everything by leaving his grass clippings in the
14 driveway, or he's never taking care of it and it rains
15 and all of the debris ends up on the driveway?

16 A. I think you're going round and round. Back
17 then with the tractor, yes. Even when he's not
18 cutting near the driveway, he's cutting that and
19 depositing that behind.

20 That problem really originates in the spring when
21 the oak leaves leaf out and all that drops. And
22 generally, people collect that. He just cuts it and
23 drops it and leaves it where it is.

24 Q. Well, he didn't --

25 A. Parking pad, the other thing, those pictures

1 of the parking pad, with an inch worth of stuff on and
2 it's never cleaned. You get a heavy rain, washes out.

3 They don't clean any of that up. We have to
4 clean it up. So that's another reason we want a fence
5 and a barrier to keep their yard debris on their
6 property so we don't have to clean up after them.

7 Q. And, again, Dave did do plenty of clean up
8 before you all filed the lawsuit?

9 A. Yeah, until he decided to get angry.

10 Q. And you have no idea -- just looking at this
11 Plaintiffs' Exhibit 11I, we don't know when those
12 leaves fell, or even just looking at this picture,
13 when they were picked up or by whom in this particular
14 photo?

15 We have no idea. Might have been before things
16 went sour and Dave actually did clean up?

17 A. No. I can give you a time stamp. I've got
18 all these pictures on my laptop. I can tell you
19 exactly when they occurred.

20 Q. How many pictures do you think you've taken
21 of the property?

22 A. Dozens.

23 Q. More than dozens maybe?

24 A. Maybe a hundred or more.

25 Q. And how many times do you think you've

1 contacted the City about various issues with the
2 Abdos?

3 A. I contacted the City on the garbage can
4 issue. And one thing I questioned is who do you
5 contact like for the leaves and lawn thing?

6 Q. Well, you did e-mail someone about where the
7 garbage --

8 A. Yes, I did. And Mr. McBernie, he came out,
9 and he looked at it. And he said because of the
10 easement, he wouldn't get involved. He wasn't going
11 to do his thing. And he said take them to court, so
12 here we are --

13 Q. At that point --

14 A. -- taking your clients to court.

15 Q. At that point, you were already in court?

16 A. No, I don't believe that's correct.

17 Q. In this e-mail, I will show you -- March
18 13th, '23.

19 I'm going to show you an e-mail that you sent.
20 Tell me if you recognize it between you and
21 Mr. McBernie.

22 A. Okay. This, I'm not familiar with it right
23 now, but I am sure I sent it.

24 Q. That is from March of '23.

25 A. Okay.

1 Q. Is that about you contacting the City about
2 where the leaf bags are supposed to be placed?

3 A. Or the garbage can, neither of which should
4 be on our driveway.

5 Q. But that's the e-mail, and it's from 2023; is
6 that right?

7 A. Just give me a second to check this.

8 What is your question about this e-mail?

9 Q. Do you recognize that? Is that the e-mail?

10 A. Yeah.

11 Q. And what's the date of that e-mail exchange?

12 A. March 9th, 2023.

13 Q. So generally March of 2023?

14 A. Yes.

15 Q. And this lawsuit was filed in 2018?

16 A. Okay.

17 Q. Did y'all file the lawsuit in 2018?

18 A. I'm not sure of the date.

19 Q. You might even have it in front of you in the
20 binder from Mr. Gowder.

21 Would you agree if that's what the record
22 reflects?

23 A. If that's what the record reflects, fine.

24 Q. And in this e-mail exchange with
25 Mr. McBernie, five years after the lawsuit was already

1 filed, can you just tell me what your last e-mail to
2 Mr. McBernie says on March 13 of 2023?

3 A. "They are impossible to talk to. We tried in
4 the past. They do things on purpose and communicating
5 with them only lets them know these acts are annoying
6 and encourages them more. We've tried ignoring these
7 acts for years, but that hasn't worked either. The
8 only thing left is going through official channels.
9 Thanks again."

10 Q. The top line right here, this response from
11 Mr. Schaible to Mr. McBernie.

12 A. Okay. "No, just the City's statute. We will
13 just have to start reporting them for every petty
14 action. You and your friends may be hearing from us a
15 lot."

16 MS. WILLIAMS: I would move to admit this as
17 Defendants' Exhibit 25.

18 MR. GOWDER: No objection.

19 (DEFENSE EXHIBIT NUMBER 25 WAS ADMITTED INTO
20 EVIDENCE.)

21 Q. Have you ever -- you mentioned earlier with
22 Mr. Gowder difficulty with where to place your own
23 trash can or yard bags because of sink holes and a
24 very narrow opening I think maybe between your
25 driveway and Mrs. Carr's driveway?

1 A. Sink hole has nothing to do with it. We have
2 no street frontage. The only street frontage we have
3 is our driveway.

4 Q. At times, then, have you placed your trash
5 can in front of someone else's property?

6 A. Yes, probably near the property line about --
7 a couple of feet to the right in front of 29. That's
8 correct.

9 Q. I'll ask you about Plaintiffs' Exhibit 11Q.

10 A. Uh-huh.

11 Q. Does that look familiar?

12 A. Yes. That's --

13 Q. Is that a picture that you took?

14 A. Yes.

15 Q. What does it show?

16 A. Shows the garbage and so forth out for both
17 29 and 31.

18 Q. 31 being yours?

19 A. We're 31. We're here to the right near the
20 Sago palm and this lamp post, and then the garage can
21 and recycling can for 29 further to the left.

22 Q. And trash can for 31 as well?

23 A. Yeah, 31. 29, I think that's probably true
24 for 29, too.

25 Q. This picture shows these cans actually in the

1 front yard of the Abdos'?

2 A. No, it shows an easement of the street.
3 That's not their yard.

4 Q. When the trash cans are sitting in the grass
5 of their front yard, its your position that's a City
6 easement?

7 A. It is. City right of way.

8 Q. They're not in front of your driveway or
9 obstructing you?

10 A. No. That was great. Everything worked great
11 back then, then they decided to interfere with things
12 and create problems.

13 MS. WILLIAMS: I would move Plaintiffs'
14 Exhibit 11Q, if it's not already, I would put that in
15 evidence as well.

16 (PLAINTIFF EXHIBIT NUMBER 11Q WAS ADMITTED
17 INTO EVIDENCE.)

18 Q. In all the pictures that Mr. Gowder asked you
19 about and that you've taken, we all agree that the
20 boat, the trailer, the cars, they're parked on the
21 Abdos' property, right?

22 A. Correct.

23 Q. Let's see. Have you been in touch with the
24 City regularly for the last several years about the
25 Abdos?

1 A. No.

2 Q. You don't contact them frequently
3 regarding --

4 A. No, I do not.

5 Q. -- the flag pole?

6 A. Well, we contacted them once. I have had
7 some contact with them on the flag pole, but actually
8 very little from the City. I have mostly contacted
9 our counselman, Ross Appel, who is -- maybe every six
10 months or so giving me updates on what was going on as
11 they have appealed that -- well, I guess only at the
12 State level. But I haven't even talked to him in
13 maybe a year now.

14 Q. When we talk about -- I think you just talked
15 about their conduct. I think at some point it may
16 even be referenced as unlawful conduct.

17 Are you aware that the City told them they didn't
18 need a permit for the flag pole? That they reached
19 out to the City?

20 A. I have heard that, and I also heard the City
21 denies it.

22 Q. But you heard that as a possibility that's
23 been --

24 A. Yeah, I've heard that, yes.

25 Q. And other unpermitted work, it would be a

1 general contractor's responsibility to get a permit,
2 right?

3 A. I don't know if it's ultimately the
4 homeowner's or the contractor's responsibility. That,
5 I don't know.

6 Q. So you mentioned taking a lot of pictures of
7 the Abdos' property.

8 A. Yes.

9 Q. Over how many years do you think you've been
10 doing that?

11 A. Oh, maybe 15.

12 Q. 15 years?

13 A. Yeah.

14 Q. And what would the purpose have been of
15 taking all those photos?

16 A. I think very early on, saw a potential
17 problem coming being neighbor of theirs, that they
18 were very difficult to deal with and --

19 Q. Well, you had a good relationship for a
20 while?

21 A. We had a good relationship to a point, but
22 pretty much I think as long as we did the giving and
23 they did the taking. I can't think of much of
24 anything other than maybe they'll clean the --

25 Q. Well, we talked about how --

1 THE COURT: Ms. Williams, let him finish
2 before you interject, please.

3 A. And he's very stubborn. A few times -- when
4 we were on good relations, I tried to talk to him
5 about a couple of things, and it actually was
6 counterproductive.

7 He's going to do what he's going to do. He digs
8 his heels in. And I can see things building up, like
9 the parking of the cars especially along the boundary.

10 And that would happen once in a while, and then
11 it would happen more, and then it would happen more.
12 Some people are easy to get along with. Some people
13 are not.

14 And so I actually envisioned one day I would be
15 sitting here, so I started taking pictures. I prefer
16 not to. I prefer just to sit in my house and enjoy
17 the property and not have to deal with neighbors that
18 give me problems.

19 Q. Would you say the problems really came up
20 when you asked them not to park the cars in the yard
21 and that's the one thing they weren't really going to
22 bend on?

23 A. Yeah, exactly. After the meeting and that
24 really, I think, aggravated them and definitely the
25 harassment totally ramped up then.

1 Q. And we talked about -- and we won't list them
2 all again. But we have talked about all of the things
3 that you asked them to do that they happily did do
4 even though they didn't have to?

5 A. I don't know about happily, but they did do
6 them.

7 Mrs. Taylor has an e-mail stating we did a lot of
8 things we didn't want to do, but, yes.

9 Q. And they did it?

10 A. They did a lot, yes. They didn't have to do
11 them. We said we'll just put a fence up and barriers.
12 They had an option and a choice.

13 MS. WILLIAMS: Okay. All right. I think
14 that's all we have, Your Honor.

15 MR. GOWDER: Just briefly, Your Honor.

16 REDIRECT EXAMINATION

17 BY MR. GOWDER:

18 Q. Mr. Schaible, Ms. Williams asked you about a
19 flag pole.

20 A. Yes.

21 Q. Okay. Go to Plaintiffs' 11C, please. What
22 does that show?

23 A. Well, that shows the 16-foot tall commercial
24 flag pole they installed.

25 Q. All right. And you did contact the City

1 about that?

2 A. Yeah, I did. You know, back when we had a
3 good relationship, I was talking to Mr. Abdo on his
4 property on the north side of his house and I saw
5 these metal tubes on the ground, and I asked what they
6 were.

7 He told me they were flag poles, and I was
8 like -- that kind of set off some bells and whistles.
9 And I noted the model and make and found out it was a
10 60-foot commercial flag pole. And fearing that he
11 would one day want to put it up, I contacted the
12 zoning department saying is this permissible?

13 The lady, in response, said we've actually never
14 had this question before. In all the years working
15 for the zoning department, no one wanted to put a
16 commercial flag pole in a residential lot. They said,
17 no, it would have to adhere to the height restrictions
18 for SCE zoning.

19 Q. Ultimately, was the flag pole constructed?

20 A. Yeah, it was. Unfortunately, I was out of
21 town. My wife called me and said he's doing something
22 over there with some metal pipes.

23 I said that must be the flag pole sections he's
24 putting together. And the day -- I think it was the
25 day after I got back to town, a crane showed up early

1 in the morning, and up it went.

2 Q. Did the City pursue an enforcement action?

3 A. Well, after we called the City about it, yeah
4 they -- frankly, I didn't find they did much of
5 anything. They issued a stop work order, and I'm not
6 sure work stopped because the installation was
7 completed and upgrades were made.

8 Maybe he got a permit later to do that. Lighting
9 was installed. And then it became a legal battle, I
10 guess, between them and the City where they claimed it
11 was a monument because monuments are one of three --

12 Q. They who claimed?

13 A. The Abdos claimed it's a monument because
14 it's one of three items that are exempt from height
15 restrictions.

16 Q. And did the courts agree with them on that
17 argument?

18 A. No, they didn't. They lost, I guess, the
19 local level. They lost, I guess, every appeal. At
20 one point in my conversation with Ross Appel, I would
21 call and get updates from him once in a while, he
22 suggested lifting the stay to allow it to be up
23 while -- since they lost about three appeals or so at
24 the time.

25 He ran that by the legal department. They didn't

1 want to do that. So the flag pole stayed. They kept
2 appealing. I heard they lost at the State appellate
3 level or whatever the proper name is.

4 Then last winter, I got phone calls from a
5 prosecutor from livability court asking if I would
6 testify. I said sure. Unfortunately, the trial was
7 delayed a couple of days. One was a snow storm.

8 And it was going to get pushed to June. I never
9 got a call, and we were getting ready to leave town.
10 I sent her an e-mail asking the status. I never got
11 anything back. So I don't know what the resolution --
12 on their drawings, there are construction notes that
13 if they start construction or demolition or what have
14 you, the flag pole must be taken down I think within
15 two weeks.

16 So I don't know if that was the resolution
17 instead of going to livability court since you're
18 planning on construction anyway. I don't know what
19 happened to the resolution to it, but it's still up.

20 Q. And to your knowledge, does the City still
21 contend it violates their ordinance?

22 A. Absolutely.

23 MR. GOWDER: That's all, Your Honor.

24 MS. WILLIAMS: May I briefly?

25 THE COURT: As to?

1 MS. WILLIAMS: The flag.

2 THE COURT: Sure, since you opened the door.

3 MS. WILLIAMS: I regret it.

4 Your Honor, I think we're fine. I think the
5 flag pole -- one question, if I may.

6 THE COURT: I will hold you to it.

7 MS. WILLIAMS: Just one.

8 RECROSS EXAMINATION

9 BY MS. WILLIAMS:

10 Q. The flag is gone? The pole is there, but the
11 flag is gone; is that right?

12 A. It's been down for a while, yeah.

13 THE COURT: Okay. Very good. All right.

14 WITNESS: Could I expand on that?

15 MR. GOWDER: No.

16 That's all I have of this witness.

17 THE COURT: All right.

18 MR. GOWDER: Your Honor, for the record,
19 because I think she did this, but just to clean up the
20 record, for all documents that have been identified
21 that Mr. Schaible testified about, we would ask they
22 all be admitted into evidence.

23 THE COURT: I will grant you that.

24 And then had you some of theirs and some of
25 yours?

1 MS. WILLIAMS: I had a few. I would, I
2 think, benefit and perhaps Mr. Gowder would to if we
3 could get a list of what's been admitted.

4 THE COURT: We'll work on that over our lunch
5 break.

6 Anything further of Mr. Schaible?

7 MR. GOWDER: Nothing further, Your Honor.

8 THE COURT: Thank you, sir. You may step
9 down.

10 Okay. Your next witness short or long?

11 MR. GOWDER: Short. But, I mean, if you'd
12 like to break now, we can break.

13 THE COURT: Squeeze it in before 1:00?

14 MR. GOWDER: Certainly.

15 THE COURT: All right.

16 MR. GOWDER: I would call Mrs. Schaible.

17 LAURA SCHAIBLE, having been duly sworn to
18 tell the truth, the whole truth, and nothing but the
19 truth, was examined and testified as follows:

20 THE COURT: And give us your name and
21 address.

22 WITNESS: Laura Mowbray Schaible. 31
23 Broughton Road, Charleston, 29407.

24 THE COURT: Thank you, ma'am. All right.

25 DIRECT EXAMINATION

1 BY MR. GOWDER:

2 Q. Mrs. Schaible, good afternoon. You heard the
3 testimony that your husband gave. Were you involved
4 in the decision to purchase the property?

5 A. Yes.

6 Q. Okay. What attracted you to the home and the
7 neighborhood?

8 A. Let's see. When we toured around knowing we
9 were moving to Charleston, we interviewed Jack for the
10 first kindergarten class they ever had. And I saw the
11 neighborhood and thought it was beautiful, and I
12 thought how good would my life be if my kids could
13 walk to school.

14 So we grabbed something that was up to rent, 22
15 Jamestown. Sarah Graham's current house. And we
16 looked around for properties until we were incredibly
17 lucky enough that 31 Broughton came up, and we got on
18 it immediately and got under contract with it.

19 Q. Great. What attracted you to the house and
20 the neighborhood?

21 A. The neighborhood, one thing I liked a lot was
22 that it was very consistent. The houses were all
23 nice. Sometimes somebody would show you a house like
24 maybe on a piece of water and the house is beautiful
25 and the view is beautiful, but you have to go through

1 an area that just isn't the same as that house you're
2 buying, and you feel like who am I driving through all
3 this and taking this house?

4 So it's nice the Crescent is very aesthetic and
5 most people keep their houses up very nicely.

6 Q. Great. Were you aware that there was an
7 easement on the driveway that accesses your house from
8 Broughton Road when you purchased?

9 A. Yes, sir.

10 Q. Okay. What was your understanding of what
11 the easement allowed?

12 A. I'm not a lawyer, but obviously we had one.
13 We had Bachman Smith back in the day, and he said:
14 Don't worry about that. You can see how it works.
15 It's so that people at 29 and 33 can get in and out of
16 their property through the driveway that you will
17 share. You own it. You'll pay taxes on the driveway,
18 and they just use it to get in and out.

19 And so we said no problem.

20 Q. Having heard that explanation, did you have
21 any concerns?

22 A. No.

23 Q. Okay. What did you observe about how parking
24 was done at the time you purchased?

25 A. At the Palmers' house, the cars were parked

1 right on the pad and in front of the garage.

2 Q. And just to be clear and for --

3 A. That's 29.

4 Q. That's 29? That's where the Abdos ultimately
5 moved?

6 A. Correct.

7 Q. Okay.

8 A. And then 33 had this little circular thing.
9 Because as Russ mentioned, they had already punched
10 through so that they could also go right to Broughton,
11 but then their U kind of came in and hit our shared
12 driveway.

13 Q. Okay. Did you have any problems with Mrs.
14 Palmer's use of the driveway?

15 A. No, sir.

16 Q. Okay. And why was that? Why was that not
17 troubling to you?

18 A. Because they were parking at a very standard
19 way that you would expect, which was they come in,
20 they park on the pad, they go out, they go through the
21 driveway, and that was all the interaction was with
22 the driveway was in and out.

23 Q. Did they do anything with regard to the
24 driveway other than to drive in to their parking pad
25 and drive out?

1 A. No.

2 Q. Do you remember when the defendants moved in?
3 I'm not asking for a day. I'm just asking if you
4 remember that period of time.

5 A. Very shortly after we had just about finished
6 up our renovations. So since we bought in October of
7 2005, I think that was late spring or summer of 2006.

8 Q. All right. And what was your early
9 relationship with them?

10 A. We had a very nice relationship in the
11 beginning. They have twin boys who I will always
12 speak fondly of. They used to come in my house
13 without knocking.

14 Sonja and I would share desserts that we made.
15 We had mutual friends. We had Porter Gaud in common.
16 So it's a loss of a friendship, honestly.

17 Q. Okay. And what was their initial use of the
18 driveway as compared to their predecessor,
19 Mrs. Palmer?

20 A. In the beginning, there were no issues that
21 we noticed at all. I mean, maybe when they had
22 company, somebody would pull up on the lawn, but they
23 were using it consistently, how the Palmers did.

24 Q. So did they basically drive to the parking
25 pad and drive out?

1 A. Uh-huh.

2 Q. So would you describe these early years as
3 neighborly?

4 A. Yes.

5 Q. All right. And when did you first start
6 noticing problems develop?

7 A. I would remember back to that white car that
8 used to sink into the mud, and Russ and I would
9 complain to each other about it.

10 And we really, I thought, for a while, we tried
11 to kind of just let things roll. But eventually, it
12 got to the point where the expansion of the use of the
13 parking became just very, very problematic, not to
14 mention other aesthetic things that Russ really wanted
15 to address. Some of which were, some of which
16 weren't.

17 Q. Okay. And what was sort of the triggering
18 factor about when things were going -- kind of got
19 bad?

20 A. So what I remember about the triggering
21 factor was, you know, there was that meeting. And
22 Dave said: My skin is very thick. You can't possibly
23 insult me. Just tell me what you want.

24 And by the time he left, I felt like I didn't
25 think his skin was so thick. And then, you know, some

1 things were fixed, some things were not. The parking
2 continued.

3 Q. Okay. And did it change? Did the amount of
4 parking, using your driveway, increase or decrease?

5 A. It increased over time, yes.

6 Q. Okay.

7 A. Both. Because the boys started driving, and
8 then also we felt like some spite elements were coming
9 into play.

10 Q. Okay. At first, at least, were the Schaibles
11 somewhat apologetic for the appearance of the --

12 A. Sonja was. Not the Schaibles.

13 Q. I'm sorry.

14 A. Yeah. Sonja was, yes.

15 Q. Look at Plaintiffs' Exhibit 19B, please.

16 (PLAINTIFF EXHIBIT NUMBER 19B WAS ADMITTED
17 INTO EVIDENCE.)

18 Q. Is this an exchange between you and
19 Mrs. Taylor?

20 A. Yeah, because we exchanged a lot of notes
21 like that. If we were going out of town for the
22 summer, if she was going on a trip, we would tell each
23 other and just keep an eye of each other's houses.

24 Here, I was telling her we were having varsity
25 football over for drinks before the game.

1 Q. Okay. All right. And so you sent that over
2 to her to kind of give her a heads up?

3 A. Right.

4 Q. And how did she respond?

5 A. She said: You are so sweet to tell us, but
6 you know you don't have to. My apologies for the
7 past, present, and future that your guests have to
8 walk the white trash gauntlet to get to your house.
9 Some day. Have fun.

10 Q. All right. How would you describe what the
11 driveway began to look like during this period of
12 time?

13 A. Well, it looked overburdened. It looked like
14 a 7-Eleven because you would drive in and be like, oh,
15 let me get my Slurpee because there's so many cars
16 lined up, either cars that are Dave's hobby cars, the
17 kids' cars, the family car, the guest cars, vans, boat
18 trailers, et cetera.

19 So everything was parked very willy nilly like a
20 7-Eleven.

21 Q. All right. What was your understanding of
22 what the easement was for?

23 A. So the easement is for the necessary ingress
24 and egress to 29 Broughton.

25 Q. And your experience since you've lived there

1 has been ingress and egress to the parking pad?

2 A. Right.

3 Q. Since that time, has the driveway been used
4 for other purposes?

5 A. Yes. There's the sprinter van that is used
6 for whatever reason. Secondly, the house has been
7 vacant now for a number of years, so obviously no one
8 is ingressing and egressing from the house. That's
9 not a factor.

10 Q. Right. In fact, the traffic that's going on
11 the driveway from the defendants and their guests,
12 what is it being used for?

13 A. Storage, or to visit 27 Broughton.

14 Q. All right. Just to be clear, does 27
15 Broughton have its own access?

16 A. It has its own driveway, and then also at the
17 street, it has a paved area that fits probably three
18 or four cars at a little bit of an angle.

19 Q. And if the Abdos wanted to park cars or store
20 things in their front yard, could they do that by
21 driving off of Broughton directly?

22 A. Yes. There's no sidewalks on Broughton.
23 It's just a road and dirt, so you can enter anywhere
24 you like.

25 Q. I asked Mr. Schaible this. Did you want to

1 file this lawsuit?

2 A. No. I feel like we tried very hard to work
3 out a relationship. We really couldn't, so then we
4 said, all right, then, let's put a fence up. Fences
5 make good neighbors.

6 And they contested our ability to put a fence up,
7 saying that their easement allowed them unfettered
8 access to their yard from our driveway.

9 Q. At any point?

10 A. Yep.

11 Q. All right. Are you trying to prevent the
12 defendants from accessing their property?

13 A. No. I have no right to do that. If they
14 want to live like that and have cars and boats all
15 over, I mean, that's not really why I bought in the
16 Crescent, but they have the right to do that. I have
17 no control over it.

18 Q. What relief are you seeking from the Court?

19 A. So we feel that the fair thing is to
20 eliminate the easement, and I really have three
21 reasons for that, besides I will let the lawyers talk
22 about the legal language and the weaknesses there.

23 But I feel that we've spent a couple hours
24 showing the abuse and overuse of the easement and how
25 it has been utilized by the Abdos. It has been just

1 expansive and never-ending, and also just with a lot
2 of hostility. And so that's one reason alone I think
3 it should go away because it's not necessary anyway.

4 Then when you take in the fact that 29 is going
5 to be demolished -- they are starting from scratch on
6 a clean piece of earth -- why would we have them just
7 make this rampant turn to go in our driveway? Maybe
8 for spite.

9 But there's no reason for them in a clean build
10 to come and use our driveway, and then now why don't
11 you add to that the fact that 27 Broughton is going to
12 be knocked down and rebuilt, and so they have plenty
13 of land and no need to work with us. They don't like
14 us, and I think we should all move on.

15 Q. All right. Have you been able to work with
16 other neighbors with regard to this driveway
17 successfully?

18 A. Well, so much so Ann Carr -- that would be 33
19 Broughton -- when she decided to move to Colorado, she
20 let me know that Dave had approached her about that
21 house.

22 And she said, look, I'm going to give you a first
23 look on this property because I know what you have
24 gone through with those people, and I don't want him
25 to get it, and I don't want --

1 MS. WILLIAMS: Objection. That's all
2 hearsay.

3 THE COURT: Sustain that.

4 Q. Is the problem, Mrs. Schaible, with the
5 easement itself or with the use the defendants have
6 made of it?

7 A. Since I -- I find it's two things. Because,
8 I mean, 33 is a house that is set up and it would be
9 difficult, although now that we own, we may -- it has
10 an easement, and you can see why.

11 If you're working with 29 and living in 29, there
12 is a parking pad and -- but, still, you could come
13 from 33 given the hostility, so I just don't think
14 there's a need for it, period.

15 MR. GOWDER: All right. Thank you. That's
16 all I have. Your Honor, I would ask that Plaintiffs'
17 19B be admitted into evidence.

18 THE COURT: Okay. Yep. Thank you. All
19 right. Ms. Williams?

20 MS. WILLIAMS: No questions for Mrs.
21 Schaible.

22 THE COURT: I did have this one question. I
23 probably should have asked Mr. Schaible.

24 But Mrs. Schaible, if you know, there's a
25 15-foot easement is what the description is.

1 Your husband testified the driveway was about
2 12 feet. So I'm assuming there's some additional land
3 on either side of what's the paved with the concrete
4 and the block. Is that your understanding as well?

5 WITNESS: It is, although Russ is the best to
6 speak to it. Because I know we discussed how much we
7 want to put a fence in and that he feels we have room
8 to do so.

9 THE COURT: You know where those three feet
10 are is my question to you?

11 WITNESS: A lot of them are on -- some is on
12 the Carrs' side or 33, but I think more of it --

13 THE COURT: Okay. All right.

14 RUSSELL SCHAIBLE: Would you like me to
15 answer?

16 We had it surveyed. Last time we were in
17 court with you, it was requested to have the property
18 line surveyed.

19 Split the cost. We did it; they refused to
20 contribute to the survey.

21 THE COURT: So you do have a survey?

22 RUSSELL SCHAIBLE: We do have a survey. It's
23 been marked. We know exactly where the points are.

24 THE COURT: Okay. Y'all have that with you
25 today?

1 RUSSELL SCHAIBLE: I actually do. I do have
2 a copy of the survey. I don't know if it's big, but I
3 can --

4 THE COURT: That's fine. Y'all flesh that
5 thing out over lunch, and we'll talk about it. I'll
6 keep the record open.

7 It's of interest to me. Okay?

8 RUSSELL SCHAIBLE: Well, if it's of interest
9 to you, it's of interest to me.

10 Okay. All right. Not withstanding that,
11 plaintiff has presented their case. I will let you
12 rest. Y'all see if you can locate that.

13 Let's take some time. Ms. Williams, on
14 y'all's case, I know you have some motions, and I will
15 be glad to hear from you. If you want, I can hear
16 from you now.

17 MS. WILLIAMS: If it's okay with the Court, I
18 would like to break and see what they've got before we
19 do the motion portion of the easement, and I imagine I
20 may just call one of my two clients, but I just need
21 to chat with them about that. I don't have a line of
22 people or any reason to think we will be here long.

23 THE COURT: Let's plan to come about quarter
24 to 2:00. Okay? Little over an hour. Takes you an
25 hour to get something around here.

1 Let's do that. Thank you. You may step
2 down. All right.

3 (Recess was taken.)

4 THE COURT: All right. Had a chance to look
5 at the plat. It's a 2022.

6 MR. GOWDER: It would also be Plaintiffs' 22.

7 MS. WILLIAMS: We would note it doesn't have
8 the measurements for how far that opening is.

9 I would just note that it doesn't show us how
10 much room is open between the edge of the paved
11 portion and that nook before the black line that's the
12 property line. It just doesn't say how wide that
13 space is. We just don't know.

14 THE COURT: You said there are pins involved
15 and pins started?

16 Just looking at it. So this is going to come
17 in as Plaintiffs' Exhibit 22. It's a 2022 survey that
18 the Schaibles obtained.

19 So the black lines are the property lines is
20 what I would understand those to be, and then you can
21 see -- I don't have the full copy, but C1 would be
22 cord one, which would be on the road, and I'm assuming
23 that's 15 feet. I'm not sure that's shown. But looks
24 like he's found iron pipes on the road and then iron
25 pipes at the entrance to the lot, but it's the 15

1 feet, and then it looks to be -- I think what he's
2 showing would be triangle-shaped markers would be the
3 actual concrete driveway is what it looks like to me.
4 All right?

5 (PLAINTIFF EXHIBIT NUMBER 22 WAS ADMITTED
6 INTO EVIDENCE.)

7 MR. GOWDER: Right. That's my understanding.

8 THE COURT: So it's all contained within the
9 15 feet, and then you've got -- as you come down that
10 drive, first, you go to the right. You've got access
11 to what would be 33 Broughton, which is now the
12 Schaibles, and then a little bit further down to the
13 left, you've got the access to the Abdos' property on
14 the left, and then that extends onto the lot itself.

15 Looks like it continues. Paved property,
16 paved blocking. Okay. Very good. With that, then,
17 the plaintiff rests?

18 MR. GOWDER: Plaintiff rests.

19 THE COURT: Thank you, sir. All right.
20 Ms. Williams?

21 MS. WILLIAMS: Your Honor, may it please the
22 Court. I do have a few motions, Your Honor. We would
23 first move under Rule 50 for a directed verdict.

24 When the case really presents only questions
25 of law, that is an option for the Court. I think that

1 this case is very much purely entirely about the law
2 and not really about any dispute as to the facts or
3 any fact finding that would bear on the outcome of the
4 claims that have been pled in the complaint.

5 Just taking them briefly one by one, the
6 first cause of action for, you know, the void ab
7 initio, I think that the case law is clear, abundantly
8 clear, that a plat reference is included in the legal
9 and incorporated in the legal, and that is to be
10 considered.

11 I don't think there's any dispute as to the
12 chain of title for lot four or lot five or lot six.
13 Mr. Gowder and I have already stipulated to what has
14 been recorded with the County Register of Deeds
15 Office.

16 In lot four, the owner was a common owner of
17 lot five. When he conveyed lot four, he created an
18 easement. When he conveyed lot six, he created the
19 easement.

20 All of the chains of title for all three of
21 these properties reference this easement. They
22 incorporate the plat, every single one of them. And
23 the plat, even on plaintiffs' own testimony, does show
24 the 15-foot easement, ingress and egress.

25 And so even if the Court were to give some

1 credence to the scrivener's error and the chain of
2 title to the Abdos' property, the easement still
3 exists, because it's not only created by the
4 out-conveyance of lot six in 1959's Palmer, it's also
5 created in the out-conveyance to the first owner of
6 lot four from the common owner.

7 And every place you see reference to this
8 easement, it is for the benefit of lots four, five,
9 and six. So I don't think there's any question at all
10 legally, or factually, but legally as to the existence
11 of the easement. Period.

12 So we would move to dismiss that first cause
13 of action. The easement can't be void ab initio when
14 the easement is also created via the other deed for
15 lot four, and that entire chain of title referenced in
16 the chain of title to lot five all appropriately and
17 all incorporating the plat reference, which, again,
18 has the easement shown. That's our position on the
19 first cause of action.

20 The second one, the easement in gross, the
21 record is void of any indication that the grantor
22 intended to create an easement in gross and, in fact,
23 Your Honor, I would submit that the record establishes
24 very clearly the reverse.

25 The record is very clear that this easement

1 was created for the benefit of lots four, five, and
2 six. There's absolutely no way that this could be
3 interpreted to be an easement in gross, specifically
4 for the Palmers, the people who owned lot six first
5 from the common owner, Mr. Dwight.

6 There's nothing in the record to indicate
7 that it was ever the grantor's intent to create an
8 easement in gross, which, again, would be personal to
9 Mrs. Palmer, the first owner of lot six out of the
10 common owner, when the entire chain of title for all
11 three lots, including the plaintiffs, references this
12 easement serving lots four, five, and six.

13 How can that be personal to Mrs. Palmer if it
14 references all three lot owners? It just doesn't make
15 any sense. This cannot be an easement in gross.

16 Third, with regard to the easement access
17 points in the scope, there's been a lot of talk about
18 need and necessity and whether we even need the
19 easement anymore, and I would submit to the Court that
20 that might fall under the broader discussion about the
21 scope of the easement, which, when we talk about the
22 cause of action number three, the easement access
23 points, I kind of equate that with the scope.

24 And in any event, the intention of the
25 grantor is abundantly clear. It's. Created. The

1 necessity is referenced in the deed. We weren't there
2 in 1959 when he created it to know what the intention
3 was, and the easement language itself says for the
4 proper use and enjoyment of the property.

5 So I don't think it's for us to second guess
6 what the necessity was at the time. It's there. Now
7 this is an express easement. It can't be terminated
8 because it's no longer necessary. It's an express
9 easement. It wasn't created out of necessity to begin
10 with.

11 It's an express easement, and necessity is
12 very subjective, the need for it. And then, again,
13 the proper use language is also included in the
14 easement itself throughout the chain of title.

15 And I think it's important, Your Honor, at
16 this point, you know, the first two causes of action,
17 they were purely law. And the testimony doesn't weigh
18 heavily necessarily on the first two, but on the third
19 one, all of the testimony has been about storing boats
20 and trailers and vehicles and parking on the easement.

21 And the plaintiff agreed with me that all of
22 the storing and the parking and the activities that
23 they don't like, that they find troublesome, is
24 actually occurring on my clients' own private
25 property.

1 They can park 15 cars there if they want to.
2 In the Crescent, they don't have a proper HOA, and I
3 think that might be the scenario the plaintiffs might
4 be looking for.

5 But in any event, they testified that they
6 haven't had to make any repairs to this at all. They
7 never asked my clients to pay for anything having to
8 do with this.

9 My clients did maintain it, admittedly, by
10 the plaintiffs, for ten years before things started to
11 fall apart. So when we talk about the easement access
12 points and the scope, that is an equitable decision
13 for this Court to make and for this Court to weigh the
14 equity in that.

15 But the testimony in the record before the
16 Court now is all about aesthetics and parking, and it
17 is not equitable in any fashion to limit my clients'
18 access points that have existed since 1959 that they
19 themselves have used and have the benefit of since
20 they bought the property in 2007, and that they have
21 used harmoniously ever since, and when the plaintiffs
22 go to my clients and say we want you to get rid of
23 this rusty basketball hoop, okay; we want you to move
24 the bricks, okay.

25 Well, as soon as they get an ask that my

1 clients say no to -- stop parking the cars in the
2 front yard and using my driveway to access your front
3 yard -- well, now they don't like it and now they're
4 going to file a lawsuit.

5 So I think that the record is very clear that
6 it is not equitable in any way to limit the access
7 points that my clients have had and all their
8 predecessors in the chain of title this entire time.
9 And it breaks down when a family of four has four
10 cars. I myself will be in that position one day.

11 And the issue would exist regardless of
12 whether there was a fence. They've testified over and
13 over if they had a fence, they wouldn't have to see
14 it. All of the testimony this morning is about the
15 aesthetics. They don't want to have to look at it.
16 Even the e-mails that are exchanged talk about they're
17 going to report everything petty they can find to the
18 City and that there are litany of things they were
19 upset about, none of which have to do with my clients'
20 legal right to use the easement that's existed since
21 decades before they even bought the property.

22 To the fifth cause of action for permitted
23 use of the easement, again, it's a little bit similar
24 to the last one, but they're using it for ingress and
25 egress. Common understanding, coming and going,

1 traversing that driveway to access their property.
2 And all the testimony about the overburdening and the
3 overuse -- every single picture I'm looking at, the
4 yard is cut.

5 This particular 14H photo, my garbage man
6 dumps my trash can right in front of where I would
7 turn to pull into my driveway. To say my clients put
8 it there, I think it's a stretch. This thing has
9 gotten so personal that I think most of the pictures
10 and the exhibits have come in, they don't matter.
11 They don't bear on it at all.

12 Every single photo shows my clients using
13 their property how they want, and the neighbors don't
14 like that they park the cars in the front yard. And I
15 don't think that that has any bearing on the causes of
16 action that has been presented to the Court.

17 Any time that grass gets mowed, clippings are
18 going to hit the driveway. They've never asked my
19 clients to contribute to the financial burden of
20 maintaining and repairing. And they admitted there
21 aren't any repairs.

22 And lastly, Your Honor, we would move to
23 dismiss based on the doctrine of laches. As you know,
24 the case was filed in 2018. There were depositions in
25 2019. I believe a hearing before Your Honor was in

1 2021.

2 It was pending for two years while the
3 attorney predecessors tried to memorialize that verbal
4 agreement in writing.

5 It fell apart. It sat there until it got
6 dismissed.

7 We're litigating today a case that was filed
8 in 2018. And there was no motion to enforce the
9 agreement that was put on the record, no action taken
10 by the plaintiffs when they're the ones that filed the
11 lawsuit in the first place. I think this is the
12 cleanest and clearest example of where the doctrine of
13 laches would apply.

14 THE COURT: Your argument is laches since the
15 initiation of the action?

16 MS. WILLIAMS: (Indicated an affirmative
17 response.)

18 THE COURT: Okay. That's been around for a
19 while. I'm with you. Thank you.

20 MR. GOWDER: May it please the Court. On the
21 first argument about the void ab initio, Your Honor,
22 Ms. Williams said that there's no evidence that
23 supports our argument. I would say there's no
24 evidence that supports it's a scrivener's error, which
25 is what they contend, and there's not going to be, I

1 don't believe.

2 THE COURT: That's looking at the literal
3 language --

4 MR. GOWDER: Looking at the literal language.

5 THE COURT: Between four and five as opposed
6 to four and six?

7 MR. GOWDER: One of the -- I think it's
8 Defendants' 10. It's one of the early documents in
9 their chain of title.

10 And it's the one -- it's.

11 MS. WILLIAMS: I didn't mean interrupt. I
12 don't I think I have given that to the judge or showed
13 it to witnesses.

14 If the Court is okay with it, we agree these
15 are now part of the record.

16 MR. GOWDER: The Court has to rule that, but
17 I stipulate to it.

18 MS. WILLIAMS: Right. Your Honor, Mr. Gowder
19 and I were just talking about the recorded instruments
20 chain of title for four, five, and six as listed on
21 the defendants' exhibit list, minus the last few we
22 added today.

23 THE COURT: This is Number 10. Which deed is
24 that?

25 (DEFENSE EXHIBIT NUMBER 10 WAS ADMITTED INTO

1 EVIDENCE.)

2 MR. GOWDER: It's the deed from the first
3 recipient, I believe. Marie Dwight to Charles Dwight.

4 Marie Dwight got her title from the
5 developer. And so this is the first deed from that.
6 It encompasses number six that we're talking about
7 here.

8 It's in the defendants' chain of title. Your
9 Honor, on the second page of the deed, it says: The
10 above-described three lots of land in the Crescent in
11 Charleston County are conveyed subject to certain
12 restrictions, reservations, covenants, conditions
13 running with the land applicable thereto. The grantee
14 shall have the right of ingress and egress to the lots
15 here and above described over the streets, roadways,
16 and walks in the Crescent, but the fee of all streets,
17 roadways, and walks is reserved by Wappoo Realty --
18 who were the original developer -- with the right to
19 rearrange and relocate the same, providing such
20 rearrangement and relocation does not materially
21 interfere with interrupted access to the lots herein
22 above described.

23 That was the original easement, which was
24 over the roads in the Crescent, including Broughton
25 Road.

1 This easement that we're talking about today,
2 Your Honor, doesn't show up in the defendants' chain
3 of title until this 1959 deed, Plaintiffs' 15, which
4 is from Charles Dwight, who was the recipient in the
5 deed we just reviewed to Rebecca Palmer.

6 That's the one that has the language that
7 we've been talking about that says that the easement
8 was over a 15-foot strip of land, part of lot five,
9 block K lying between lot four, block K and lot five,
10 block K as shown in the above-referred to plat for the
11 purposes of ingress and egress to lot six, block K,
12 herein-above described from Broughton Road. Said
13 easement is necessary for proper use of said lot and
14 is appendant appurtenant thereto and shall be used
15 jointly by the owner of four, five and six, block K,
16 their heirs and assigns and their agent servants and
17 invitees for purposes of ingress and egress to and
18 from Broughton Road.

19 That's what it says. That's the first time
20 this easement shows up as far as I know. The language
21 that Ms. Williams referred to in other deeds, other
22 surveys, those are to do with other properties, not
23 this property.

24 So this is the operative language here. Our
25 argument on the void ab initio is this is an

1 impossibility. There's no evidence that it was a
2 mistake. It's just describing something that can't
3 exist and therefore is ineffective and always has
4 been. That's my first point.

5 Your Honor, secondly --

6 THE COURT: He also does reference the plat,
7 does he not?

8 MR. GOWDER: It does reference the plat. At
9 best, though, that is a -- well, the plat -- I have
10 never seen where the plat actually identifies an
11 easement. The plat identified a driveway. There's no
12 easement on the plat, unless I'm mistaken.

13 THE COURT: Hold on. Original Gaillard plat,
14 correct?

15 MR. GOWDER: Yes, sir.

16 THE COURT: F35 something or other?

17 MS. WILLIAMS: F35, 168.

18 MR. GOWDER: Defendants' 1 and Plaintiffs' 2.
19 Okay.

20 Your Honor, secondly, again, related to this
21 Dwight to Palmer deed, it talks explicitly about the
22 purpose being ingress and egress only, and that as
23 necessary to access the property.

24 So the argument that necessity is irrelevant
25 to our dispute here is I think incorrect. And

1 necessity is very much part of this dispute, because
2 if it is not necessary, then it's no longer a
3 condition of the easement.

4 The second area, Your Honor, in which
5 necessity matters is the second argument about in
6 gross versus easement appurtenant. It's not
7 appurtenant.

8 We argued in our pretrial brief that the four
9 elements that are required for an appurtenant
10 easement, they're not met here. But the one I want to
11 highlight is to the extent necessary. It's not
12 necessary.

13 This, by all accounts, is anesthetic
14 easement. It's a privilege. It was only created so
15 that you wouldn't create three different driveways off
16 of Broughton Road.

17 They all have access to Broughton Road. It's
18 not like lot six is a land-locked piece of property.
19 It's right on the road. So this is just a sharing of
20 a driveway for aesthetic reasons. It's not necessary.

21 So we would argue that the only evidence is
22 that this is an easement in gross, not an appurtenant
23 easement.

24 And on the conveyance from Mrs. Palmer, who
25 received it, to the Abdos, it was extinguished and no

1 longer in effect. That would be our second argument.

2 Third, Your Honor, certainly an easement can
3 be abandoned, and we believe strongly -- and that's
4 why there was a lot of testimony about the future
5 construction plans of the Abdos and about their moving
6 out of 29 into 27 and the testimony this morning
7 because we believe that any use of it that was
8 legitimate under the easement has now been abandoned,
9 and we think that it can be -- it's certainly no
10 longer necessary. And so we would argue that for that
11 reason also, the easement is no longer of any effect.

12 Lastly, laches. You asked the question I
13 would ask, which is I don't think laches applies after
14 the case is brought. And, you know, a lot of things
15 apparently have happened in the course of this, not
16 the least of which was COVID in the middle of all of
17 this, and then the change of lawyers, a failed
18 settlement, and a lot of other things.

19 But I don't think that that was either my
20 clients' fault or something that should be held
21 against them. And, plus, I don't think it applies
22 once the case is brought.

23 THE COURT: Okay. In response, Ms. Williams,
24 in reference to the deed into -- I guess the deed from
25 Dwight to -- who was it? Was that Palmer?

1 MS. WILLIAMS: Palmer. There were a series
2 of Palmers, but it's essentially all Palmers on the
3 lot six side.

4 THE COURT: All the family had it for years.
5 Right?

6 Is it your position that the deed is
7 ambiguous?

8 MS. WILLIAMS: No, it's not.

9 THE COURT: Well, then find me the 15 foot
10 between lots four and five. That's what I think I
11 hear Mr. Gowder tell me.

12 MS. WILLIAMS: The 15 feet is marked and
13 shown. It doesn't say the word easement, but there's
14 15 feet on plaintiffs' --

15 THE COURT: You're in the plat now?

16 MS. WILLIAMS: Right.

17 THE COURT: Because I'm talking about the
18 deed. I'm looking at the deed.

19 MS. WILLIAMS: Which one?

20 THE COURT: The one into Mrs. Palmer. And I
21 don't know if that corrected when the Schaibles bought
22 it or not. I want to make sure we're on the same wave
23 length here.

24 MS. WILLIAMS: Are you talking about the --
25 this one?

1 MR. GOWDER: Yeah, 15. From Charles Dwight
2 to Rebecca Palmer.

3 THE COURT: 15-foot strip is part of lot
4 five.

5 This line between lot four and lot five is
6 your argument.

7 MR. GOWDER: That's my argument. That place
8 doesn't exist.

9 THE COURT: This is where the easement
10 presents itself for the first time.

11 MS. WILLIAMS: Right. So, yes, but there's a
12 reason for that, and I will come to that in a minute.
13 We're looking at R six-eight-ten, right?

14 THE COURT: Yes.

15 MS. WILLIAMS: Okay. So this may not sound
16 like an answer to your question. I promise it's in
17 there.

18 Charles Dwight owned all three. So in 1929,
19 there's not really going to be an easement for the
20 benefit of the other owner because he owns all three,
21 but there is this 15-foot drive.

22 So when he starts to sell these properties,
23 in so doing, he creates this easement. It's not going
24 to exist in 1929 on Plaintiffs' Exhibit 2.

25 So we go to the Charles Dwight to Rebecca

1 Palmer deed for lot six, and that language
2 specifically says: Together with a permanent easement
3 over a 15-foot strip of land as part of lot five,
4 block K.

5 And lot five, block K is the Schaibles'
6 property. I'm looking at page one, the third
7 paragraph in the indented legal.

8 "Together, the permanent easement over a
9 15-foot strip of land, a part of lot five, block K."

10 And the 15-foot strip of land --

11 THE COURT: Read the very next clause.

12 MS. WILLIAMS: "Lying between lot four, block
13 K and lot five, block K."

14 THE COURT: Stop right there. So lot four is
15 which lot?

16 MS. WILLIAMS: The Carrs.

17 WITNESS: No.

18 THE COURT: What's confusing about this case
19 is the lot numbers go one direction and the street
20 numbers go in the opposite direction.

21 That's what I have found. I have to keep
22 reminding myself in this case.

23 MR. GOWDER: I have to do the same thing.

24 MS. WILLIAMS: So it does say lot four, which
25 is the Carrs. It's not anymore. It's now also the

1 Schaibles. Lot five, which is the Schaibles, and lot
2 six.

3 So the verbiage of the deed does say the
4 15-foot strip of land is part of lot five, block K
5 lying between lot four, block K and lot five, block K.

6 And so if we're going to isolate that one
7 piece, we can do that, and we can be very literal and
8 say, well, there can't be 15 foot between lot four and
9 lot five but that --

10 THE COURT: Because they're adjacent to one
11 another?

12 MS. WILLIAMS: Right. But that also is
13 contrary to well-established law that says you take
14 the deed as a whole, the four corners of the deed, all
15 the words on the deed.

16 And the very next part of that sentence says
17 as shown on the plat that's referenced above, which is
18 this plat. So I do not think that the law supports
19 the conclusion that there is no easement because you
20 can't find it between lot four and five.

21 THE COURT: That's not what I asked you. I
22 asked you whether or not this deed was ambiguous.

23 MS. WILLIAMS: I do not think that it's
24 ambiguous. I think the plat reference makes it clear.
25 But if I'm supposed to agree to keep favor with the

1 Court, sir . . .

2 THE COURT: He says it doesn't exist between
3 four and five.

4 MS. WILLIAMS: If we're going to --

5 THE COURT: If it doesn't exist, it would
6 seem to me that it would be very ambiguous.

7 MS. WILLIAMS: The only way you can conclude
8 it doesn't exist is if you isolate that language from
9 the rest of the deed that incorporates the plat. I
10 think when you add the plat reference, it's very clear
11 exactly where that easement is.

12 MR. GOWDER: I'm confused. I don't see
13 "easement" written on this plat anywhere.

14 THE COURT: It did not exist. I tend to
15 agree with you. It did not exist until this
16 conveyance, correct? If it exists at all is your
17 argument?

18 MR. GOWDER: Yes, sir.

19 MS. WILLIAMS: And I don't think we disagree
20 with that premises. It's a common owner at the time
21 this plat is drawn, but when he creates the easement
22 in conveying for the first time lot six, he creates it
23 by referencing the same 15 feet.

24 There's no question what 15 feet he's talking
25 about. There's no other 15 feet. And the plat is

1 incorporated and included in this legal description.
2 If you're going to get the full effect to the whole
3 deed, it includes the plat reference, which is very
4 clear where the easement is.

5 And sort of to the laches point, I think I
6 misunderstood earlier. They have owned this property
7 and used it this way since they've lived there, and
8 this lawsuit was filed ten years later. Ten years
9 later.

10 And the easement and its use of this easement
11 has existed since 1959. And I understand that we're
12 looking at the chain of title to lot six, but I think
13 it's hard to say there's no easement when it's created
14 in the chain of title for every single lot we're
15 talking about today.

16 And to file a lawsuit to ask the Court to
17 find that it doesn't exist or to terminate it if it
18 does exist after my clients just disagreed with
19 plaintiffs about where they could park their cars I
20 think is a stretch.

21 THE COURT: Let me try and be as specific
22 about this as I can. Since lot five is owned in fee
23 simple by the Schaibles, they don't need an easement
24 to get to their property.

25 They own a 15-foot strip of land that gets

1 them there, correct?

2 MS. WILLIAMS: Yes, sir.

3 THE COURT: Is not that strip of land located
4 between lots four, the Carr lot, which they now own,
5 and lot six, which is the Abdos'?

6 MS. WILLIAMS: Yes.

7 THE COURT: Should this deed not say it's
8 located between lots four and six?

9 MS. WILLIAMS: I would love for the deed to
10 be reformed to say that it is properly between four
11 and six, but I don't think the failure to say that
12 makes it ambiguous.

13 We have all operated -- it can't be ambiguous
14 if we've all operated happily using it as such all
15 this time.

16 And, last point, this easement also exists
17 for the benefit of lot four prior to the Schaibles
18 purchasing it. And there actually is a driveway paved
19 that you can turn from Broughton Road in to Ann Carr's
20 property, this lot four. It's not Ann Carr's anymore.
21 In to lot four.

22 And I think Mr. Schaible testified it's not a
23 circular drive. It's more like a U. But whoever
24 owned lot four, whenever the driveway was put there,
25 certainly the Carrs, could turn in to their property

1 from a driveway off Broughton Road that wasn't this
2 shared driveway, that wasn't this easement. And they
3 have never asked Ann Carr not to use the easement.
4 They never sought to terminate the easement because
5 she has access through a different way.

6 And I think what underlies this case is
7 becoming very obvious, Your Honor, and it's very hard
8 to maintain that position now when it was never taken
9 before and the opposite was taken. We've endorsed the
10 easement; we let everybody use it unless you don't do
11 what we want you to do with your property. Never
12 asked Ann Carr when she actually has a driveway. My
13 clients don't even have a driveway for 29 Broughton.

14 THE COURT: Okay.

15 MR. GOWDER: And, Your Honor, my clients
16 would say to that argument that there's no easement,
17 but if you want to use our driveway and everybody is
18 getting along, then, fine, you can use our driveway.
19 But to the extent that you're not operating it in a
20 way that is respectful of our property then that right
21 can be withdrawn if there's no easement.

22 And my clients have never taken the contrary
23 position that there was an easement. And so I think,
24 you know, it was a license until it wasn't.

25 THE COURT: Okay. All right. I'm going to

1 take it under advisement. I'm just going to hold onto
2 it for now. Let me hear some more testimony if that's
3 what you would like to do.

4 MS. WILLIAMS: We would call Ms. Sonja
5 Taylor.

6 THE COURT: All right, Mrs. Taylor. Come on
7 up.

8 SONJA TAYLOR, having been duly sworn to tell
9 the truth, the whole truth, and nothing but the truth,
10 was examined and testified as follows:

11 THE COURT: Thank you, ma'am. And then give
12 us your full name and address, if you would, please.

13 WITNESS: Ionka Sonja Taylor, 27 Broughton
14 Road, Charleston 29407.

15 THE COURT: Thank, you ma'am. Okay.

16 DIRECT EXAMINATION

17 BY MS. WILLIAMS:

18 Q. Mrs. Taylor, you are a different last name
19 than Dave Abdo?

20 A. Correct.

21 Q. How long have you been married?

22 A. Thirty years almost.

23 Q. And at some point, you all purchased 29
24 Broughton Road.

25 Did you move right in?

1 A. No. We did some work and then moved in -- I
2 think we moved in in February-ish 2008.

3 Q. And at any point -- just from the testimony
4 you've heard testimony, the new driveway was put
5 instead of the blacktop at some point not long after
6 that.

7 Did the Schaibles ever ask you for your input,
8 opinion, permission financial contribution, a
9 maintenance agreement? Has any of that been posed to
10 you all either then or since?

11 A. No.

12 Q. They've never asked?

13 A. Not that I can recall.

14 Q. It's an older neighborhood, right?

15 A. Yes.

16 Q. What are the rest of the properties like in
17 the neighborhood?

18 Just kind of give us a visual as far as, you
19 know, parking pads or gravel or circular drives. I
20 mean, my neighborhood is very small. The lots are
21 small never. There would never be a circular drive.

22 What's it like in the Crescent?

23 A. There are some circular drives. A fair
24 number of people have parking pads adjacent to the
25 road.

1 Q. Like off the road?

2 A. Either gravel it or paved it.

3 Q. Like offset into the front yard?

4 A. Correct.

5 Q. A lot of people have -- they may have a
6 driveway and parking pad. They may also have an
7 additional either paved area or graveled area to park
8 additional cars in.

9 It's an older neighborhood, and I'm sure when
10 houses were built in the '50s and '60s, people
11 didn't -- I don't think people drove or kids drove in
12 the same way.

13 Like the Palmers had three kids, but in the '60s,
14 I don't know that every kid had their own car. And so
15 I don't think it was designed for that, and that's why
16 people have parking pads in the front yard or
17 somewhere else in the front yard adjacent to the
18 driveway.

19 And our roads are narrow, so it's tough to park
20 on the -- can't really park in the road. You would
21 have to be in the city right of way, which is where
22 people have parking pads to make it easy to --

23 Q. Because parking in the road is not a
24 realistic option?

25 A. No. You're in the lane of traffic.

1 Q. And you lived at 29 Broughton from 2008 to
2 roughly 2018?

3 A. Correct. I think February.

4 Q. And what happened in 2018?

5 A. We bought the -- well, maybe in January, we
6 closed on the house next door and moved in over there.

7 Q. And the intention at that time and ever since
8 has been to build a new house essentially?

9 A. Correct. I think we initially assessed
10 whether we would sell the other lot. Or Dave may say,
11 no, we never did that.

12 But decided to build a single house over both
13 lots.

14 Q. What was your relationship with the
15 Schaibles, you know, in the beginning and the first
16 several years?

17 A. It was fine. You know, normal neighbor
18 relationship.

19 Q. Was there ever any issue with grass clippings
20 or trash cans or some of the issues you've heard us
21 talk about today?

22 A. Not that we were aware of.

23 Q. Have you all conducted yourselves differently
24 since the lawsuit has been filed in terms of trash
25 cans or grass clippings or where you store things?

1 A. We have not done anything intentionally to
2 bother the Schaibles.

3 Dave stopped cleaning up after -- he used to
4 maintain the driveway as the Schaibles testified to.
5 As far as blowing it and cleaning up grass or leaves,
6 and once they filed suit, he did stop doing that.
7 That was the only change.

8 Q. And just back to that point, no one has ever
9 discussed -- there's never been any discussion about
10 maintenance of this driveway?

11 A. No.

12 Q. Did you have a good relationship with Ann
13 Carr?

14 A. Yes.

15 Q. Do you have good relationships with other
16 neighbors in your neighborhood?

17 A. Yes.

18 Q. Leading up to the filing of the lawsuit, were
19 there other things that the Schaibles were upset about
20 or they addressed with you?

21 A. I think just the conversations or the
22 testimony that the Schaibles gave about the things
23 they wanted us to change on our property that they
24 didn't like, and that we accommodated a number of
25 them, just not all of them.

1 Q. When you bought the property in 29 Broughton,
2 was it your understanding you had an easement?

3 A. Yes.

4 Q. Were you as familiar with it as we've heard
5 the Schaibles were today, the shared driveway?

6 A. Correct.

7 Q. And how have you used it since?

8 A. We've used it the same way that we used it
9 since we moved in in 2008.

10 Dave is a car guy. He has -- we have more cars
11 than I need, not more than he needs. But we've always
12 had them.

13 Our parking pad, I don't know what the dimensions
14 are. To comfortably get in and out of a car, you can
15 park two cars there. Can you squeeze three cars in?
16 Sure, but you would have a hard time getting in and
17 out of the cars.

18 So once -- we already had more than two cars at
19 the time, even when the kids weren't driving yet. So
20 it was not that long after we moved in that I think
21 there was -- we were already pulling off the driveway
22 to park next to the parking pad just because it wasn't
23 large enough.

24 Q. And at some point, you offered to put gravel
25 or some other option instead of pulling into the grass

1 with the mud pit or the spot of mud that Mr. Schaible
2 described?

3 A. Correct. We said, you know, if you wanted to
4 make it look like a more formal parking pad, we're
5 happy to do that. We'll gravel it. We were not
6 willing to concrete it because at the time we were
7 already considering whether or not we were going to
8 further renovate the house or take 29 Broughton and
9 tear it down and build a new house.

10 And so we didn't want to spend the money and put
11 in a concrete pad to then have to take it out, and
12 they never actually responded to that.

13 Q. Okay. And at some point -- you're a family
14 of four. And then the boys grow up and they're
15 driving, so now we have at least four cars as a family
16 of four?

17 A. Correct.

18 Q. How would the termination of the easement or
19 the modification or the existence of a fence, how
20 would that affect the way that you used this easement
21 since you bought the property 17 years ago?

22 A. So I think currently the only way -- I mean,
23 there's not enough parking. I think it's a function
24 of the age of the neighborhood that everybody in the
25 neighborhood has additional parking pads, whether it's

1 next to your driveway, in the yard, or on the road.

2 Which, actually, the City does not allow you to
3 do, or it's difficult to get permission, to put it in
4 the right of way is my understanding.

5 So we would still we need to be able to park over
6 there. Even once we build the house -- it's going to
7 be one house -- we're going to have -- because of the
8 flood, we have to build up.

9 We're required to build up I think it's six feet,
10 and so just didn't make any sense to not go and make
11 enough room to park underneath so we have parking and
12 storage underneath the house, and we need to be able
13 to access it from both sides.

14 It would make -- we can't possibly drive from one
15 end of the garage if we only went in on the 27
16 Broughton side to go underneath to park on, you know,
17 the right side of the house.

18 To make it simple, if I'm looking at the house,
19 we wouldn't just pull in on left and drive all the way
20 underneath the house to park. So we have described
21 the house so it has parking on the other side.

22 You know, if for some reason -- people tear down
23 houses in the Crescent, renovate houses in the
24 Crescent.

25 For some reason we were to sell the house, the

1 next person might want to put the property line back
2 and build two houses, and they would need that. It's
3 a very odd shaped lot, 29 Broughton.

4 And I think the reason that the, you know, the
5 original owner -- I don't remember his name -- did the
6 lots with a shared drive and the easement the way he
7 did is because it was really the only way to make them
8 work and make them very usable.

9 Q. If they were to be separated out and sold?

10 A. Right. For him to use this and get three
11 lots out of it, I think he really needed to have a
12 shared drive.

13 Q. And how would the existence of a fence or
14 some other -- whether it be vegetation or fence, how
15 would that affect your use and enjoyment of the
16 property at 29?

17 A. Well, I think, again, it limits how -- you
18 know, if we are limited to having only two cars parked
19 there, that's a problem.

20 Q. You mean the parking pad?

21 A. The parking pad, if you're limited to that.
22 If you ever wanted to make any changes to -- even if
23 you kept the existing house and wanted to make
24 changes, it would be difficult to -- I think it would
25 be difficult, or you wouldn't be able to.

1 You would be limited potentially to being able to
2 make changes at your house or for a future owner to
3 make changes to change where the access points are or
4 to reconfigure where the house is or where an opening
5 is or where the garage is.

6 I don't think that -- we bought the house. There
7 was an easement -- there is an easement there. We
8 bought it, it had the easement, and we could park and
9 pull off. There was no restriction on where you could
10 go.

11 Q. One of the cars that you have is a van?

12 A. Yes.

13 Q. Is it relatively tall?

14 A. It's a large sprinter van.

15 Q. It's bigger than a normal family mini van?

16 A. Yes.

17 Q. How long have you been working on the house
18 plans, just in general, like a couple of years?

19 A. I think we started in -- it might have been
20 right before COVID or right after COVID started. I
21 remember it was a problem trying to meet with
22 architects.

23 Q. Right. How would you all navigate getting in
24 and out of your property with the sprinter van that
25 you have if you didn't have the easement, if you

didn't have this access? Would it be difficult?

A. I think the way the house is designed, the only place that van can be parked is on the right side.

Q. Just because of the height?

A. The design of the house, it's higher over there. We made it one level because of getting older and just in case. And actually -- like my dad is older. If he ever lived with us, you could navigate the entire home except for one room in a wheelchair or on one level.

So the only place to put a taller space, whether it's for this van or some other vehicle that fits in there and would only fit in there. You would not be -- even if somehow you could go through the entire underneath of the house, you would not be able to do it.

Q. It's not high enough?

A. Correct.

MS. WILLIAMS: I think that's all I have.

Thank you.

CROSS EXAMINATION

BY MR. GOWDER:

Q. Mrs. Taylor, good afternoon.

A. Hi.

1 Q. You're obviously a lawyer, and lawyers often
2 are their own worst enemies in terms of doing what we
3 advise our clients to do.

4 Did you read this 1959 easement before you
5 closed?

6 A. Probably not.

7 Q. I read it a few minutes ago in argument.
8 That's an accurate reading of it, right, what I read
9 about what the easement says?

10 A. I'll agree with you, Mr. Gowder, that it says
11 whatever it says.

12 Q. It says whatever it says.

13 A. I don't think I followed along while you were
14 reading it.

15 Q. Right. You don't have any other easements or
16 any other language that you're relying on; that's it,
17 right?

18 A. Well, in the grants that are in the chain of
19 title, it continues.

20 Q. Well, in the chain of title to you, is there
21 any other language about easements that you are
22 relying on?

23 A. I assume whatever it says about the easement.
24 I mean, I haven't read that --

25 Q. All right.

1 A. -- today.

2 Q. Okay. Nothing that we haven't seen here
3 today already?

4 A. Correct.

5 Q. All right. And earlier in Mrs. Schaible's
6 testimony, the introduction of the e-mail between the
7 two of you about the party they were having and your
8 gracious response and you characterized the situation
9 on your side as a white trash gauntlet; those were
10 your words?

11 A. Correct.

12 Q. And gauntlet is an unpleasant thing to go
13 through, isn't it? Is that the meaning of that
14 phrase?

15 A. Well, I think it can be.

16 Q. Unpleasant obstacle?

17 A. I don't -- I thought -- isn't it a glove that
18 you might throw down?

19 Q. But in this term, would it not be something
20 that is unpleasant to go through?

21 A. Well, I just -- yeah. I'm pretty self-
22 deprecating. So I was kidding, but, yes.

23 I mean, I also call my husband a moron.

24 Q. Right.

25 A. But I don't think is 100 percent.

1 THE COURT: But you're married.

2 Q. We won't go there. This is not family court.

3 You understood that the cars lines up along the
4 driveway was not something that the Schaibles were
5 happy about?

6 A. No, I don't think at that time I understood
7 that, but you could remind me of the year.

8 I think I had a suspicion they might not like the
9 one car that was sitting there that was parked there.

10 Q. Do you believe based on your prior
11 testimony -- I just want to understand. Do you
12 believe you have an unrestricted easement along the
13 entire length of the driveway?

14 A. I do think that the access point is undefined
15 and, yes, that you could -- you know, if you move the
16 house or move the garage or move the entrance that,
17 yes, I think it could be anywhere there.

18 Q. The language of the easement itself talks
19 about necessary ingress and egress to the property,
20 right? That's what it says?

21 A. Sure.

22 Q. It doesn't say -- is there anything in there
23 about unrestricted? Is that word even used?

24 A. No. There's also no word about restriction.

25 Q. Right. It's an ingress and egress as

1 necessary to the property?

2 A. Right.

3 Q. That's what it says?

4 A. Right.

5 Q. All right.

6 A. Which is how we've used it.

7 Q. Right. So there's nothing in there about
8 ingress and egress to each and every point along the
9 driveway, right?

10 A. No, it doesn't say that.

11 Q. Okay. You talked a little bit about the
12 construction project.

13 A. Correct.

14 Q. And so that I'm clear and for the Court's
15 benefit, the construction -- am I right to say that
16 essentially you're going to demolish 29?

17 A. Correct.

18 Q. Then you're going to build a new building
19 there?

20 A. Correct.

21 Q. Then you're going to demolish 27, and you're
22 going to build the rest of the building on 27; is that
23 right? It's going to be one house?

24 A. I don't know if the phases line up with the
25 property lines, so I can't say. We are doing two

1 phases.

2 Q. You're doing two phases, but it's going to be
3 one house?

4 A. Correct.

5 Q. Are you going to abandon the lot line at some
6 point?

7 A. The City requires it.

8 Q. Okay.

9 A. If you want to build over it. You either
10 have to adhere apparently to the setbacks or drop the
11 property line.

12 Q. Even assuming that your interpretation of the
13 easement is true, at that point, doesn't lot six go
14 away and would there be any lot for the easement to
15 serve?

16 A. I don't know if lot six goes away. I don't
17 know how the County redefines it, but I think the --
18 we're building a single family home back on the same
19 lot.

20 Q. And right now, there is obviously access to
21 lot 27 where you live?

22 A. Correct.

23 Q. There's a driveway?

24 A. Right.

25 Q. And that driveway is not going away, is it,

1 under the new plan?

2 A. There will be a driveway there.

3 Q. And your plans for the construction, which
4 are online, there appears to be a gravel construction
5 entrance onto lot 29 that is parallel to but on your
6 property parallel to the driveway, right?

7 A. Maybe.

8 Q. Okay.

9 A. I don't know.

10 Q. Is the notebook still in front of you? If
11 you would look at -- I think it is 16. And it's in
12 your -- I think it's last page of 16 if that helps.

13 C102. And do you see that there is a textured
14 path onto that lot? I think it says construction
15 gravel drive. Do you see that?

16 (PLAINTIFF EXHIBIT NUMBER 16 WAS ADMITTED
17 INTO EVIDENCE.)

18 A. No, but I may not be able to see it.

19 Q. Right here (indicating). I don't want you to
20 read it. I just am asking you are you aware of do you
21 agree with me that that is a construction path?

22 A. Construction -- I don't know. I mean, I
23 guess I can agree that it says whatever it says.

24 I think the City may have required -- requires
25 you to have a construction drive on the lot.

1 Q. I guess my point to you is that -- I'm sure
2 Thomas and Denzinger are doing a wonderful job here,
3 but the point is that there is a way to access 29 off
4 of Broughton that allows the construction vehicles to
5 go onto 29, right?

6 A. Sure.

7 Q. All right. So that could just as -- that
8 location or any other location along the frontage
9 could just as easily be an access to that part, to 29
10 or when the lots are combined to any part of that
11 combined lot, right?

12 It could come from Broughton Road at any point
13 where you could get the City to agree with you to
14 access it, right?

15 A. Well, it would limit what the design of my
16 house is or where I get in to the house. If you look
17 at the lot, it's shaped like a diamond.

18 Q. Right.

19 A. And it just makes it difficult. It's very
20 limiting on how you can get in to the house, so we
21 would not be able to get in to our garage.

22 Q. Well, just for example, this location for a
23 driveway for this part of the property, it's not very
24 far. It's parallel to it and not very far from the
25 Schaibles' driveway, right?

1 A. I guess so.

2 Q. Why would that not work? I almost -- my rule
3 in cross examination is not to ask open-ended
4 questions, but I have to ask you one.

5 Why wouldn't that work?

6 A. Because it doesn't work with the way the
7 house is designed. It's designed for the entrance to
8 come in on our shared driveway on which we have an
9 easement and to come in that way.

10 Q. The way you're designing it, right?

11 A. The way it works for the entire design, yes.

12 Q. Okay. Which is a choice you're making?

13 A. Yes, but we have a lot of trees. And getting
14 a house to be able to fit and be built between the
15 trees which we cannot do anything with was a
16 challenge.

17 Q. Okay. Would you agree with me that the
18 Schaibles' driveway is not essential for you to access
19 29 Broughton?

20 A. Well, I mean, I can walk anywhere in my yard
21 off of it onto 29 Broughton.

22 MR. GOWDER: Thank you. Those are all the
23 questions I have.

24 MS. WILLIAMS: Just a few follow-up.

25 REDIRECT EXAMINATION

1 BY MS. WILLIAMS:

2 Q. Mrs. Taylor, in the deed by which you took
3 title to this property, you and Mr. Abdo, I thought
4 you were asked about it.

5 May I approach and show you this? I've got this
6 as Defendants' Exhibit 22.

7 Have you seen this before?

8 (DEFENDANT EXHIBIT NUMBER 22 WAS ADMITTED
9 INTO EVIDENCE.)

10 A. I'm sure I have. I'm assuming I have.

11 Q. And is it your understanding in the legal
12 description to your property that the easement exists
13 between which lots and blocks?

14 A. The easement is on the driveway which is
15 between our house at 29 Broughton and what was Ann
16 Carr's house. And, I'm sorry, I don't know the
17 number. I believe it's 33.

18 Q. So the language in your deed?

19 A. You want me to read that?

20 Q. Just the blocks, the lot and blocks.

21 The language in your deed says this easement is
22 where?

23 A. "15-foot strip of land, a part of lot five,
24 block K lying between lot four, block K and lot six
25 block K as shown on the aforesaid plat."

1 Q. So when you purchased the property in August
2 of -- what was it? Of '08.

3 A. I believe so.

4 Q. It was your understanding that you had an
5 easement using the shared driveway that exists between
6 lot four and lot six?

7 A. Correct. I understood that we had an
8 easement to use the driveway as well as -- it wasn't
9 Ann Carr.

10 Q. And Mr. Gowder asked you about your house
11 plans and the construction driveway. Were you asked
12 or demanded at some point to not use the shared
13 driveway for construction purposes?

14 Was it a rule by someone, whether it be the
15 Schaibles or the City, that you not use the shared
16 driveway.

17 A. The City had put a condition on there, but
18 that was because they didn't realize that there was a
19 construction drive.

20 They didn't look at the plans, and I guess you
21 have to have a construction --

22 Q. Specific for construction?

23 A. Correct, is my understanding.

24 Q. If you were to adopt the construction drive
25 as your driveway as I believe Mr. Gowder may have

1 hinted at, would you drive sort of straight into the
2 front of your house?

3 A. Yeah. I think the way it's drawn -- it's
4 very hard for me -- I would have to see the plans,
5 but, yes.

6 Q. That's the front of your house?

7 A. Right. I don't think that's where the
8 entrance is.

9 Q. In your house plans, the garages are on the
10 side?

11 A. This is terrible. I haven't looked at it in
12 a while.

13 Yes, I think you have to enter it that way.

14 MS. WILLIAMS: That's all I have. Thank you.

15 MR. GOWDER: One last question, Your Honor.

16 RE CROSS EXAMINATION

17 BY MR. GOWDER:

18 Q. Mrs. Taylor, you agree that Mrs. Palmer, who
19 you acquired the property from, could only convey to
20 you what she or her predecessors in interest received?

21 MS. WILLIAMS: I object. I think that's a
22 legal question.

23 MR. GOWDER: She's a lawyer.

24 MS. WILLIAMS: She's not here in that
25 capacity.

1 WITNESS: I wouldn't say I'm qualified to
2 answer that.

3 MR. GOWDER: Your Honor, what I would ask of
4 the Court is I'd like to -- I'm done.

5 THE COURT: Let me ask before you go there.
6 Mrs. Taylor, I'm looking at the diagram at C102. Is
7 that the proposal to the City? This looks to be two
8 separate houses, and they seem to resemble what you've
9 got now. That's my question to you.

10 It should be in your book. This is
11 Plaintiffs' 16, and it's the last page. It's part of
12 Plaintiffs' 16.

13 WITNESS: You're asking if the proposed
14 house --

15 THE COURT: Yeah, so the diagram that had the
16 number C102 in the bottom.

17 Is this what is being proposed?

18 WITNESS: Yeah, I think this is what we've
19 submitted to get permits. So, yes, it shows where the
20 first part of the house is going to be built.

21 THE COURT: Okay. All right. Then it's
22 showing what would be 27 is the current property
23 that's there?

24 WITNESS: Yes, I believe so because I think
25 that looks like the pool still.

1 THE COURT: Okay. And then I believe -- I
2 wasn't sure. But I believe the heavily marked area
3 which shows the driveway coming onto the property,
4 it's your understanding -- I'm trying to be clear on
5 this. You're saying the City requires its own
6 construction --

7 WITNESS: -- driveway is my understanding.

8 THE COURT: -- driveway to bring stuff --

9 WITNESS: You're talking about right here?

10 THE COURT: Y'all would not be using this
11 shared access easement for construction purposes?

12 WITNESS: Correct.

13 THE COURT: I want to establish that. Right?

14 WITNESS: No. That's not our intention.
15 That is the City -- my understanding is the City
16 requires this construction driveway and parking area
17 for the construction.

18 THE COURT: Okay. All right. But at the
19 same time, this is not designed to be a permanent
20 easement; is that your understanding?

21 WITNESS: Permanent driveway?

22 Yeah, Your Honor, just to -- let me clarify.
23 I don't know that we could -- it's hard for me because
24 this is not what the house currently looks like.

25 It's not our intent to use the driveway for

1 construction because we have this, but I don't know if
2 we can get to the back of the house. There may be
3 points where we cannot access the rear of the property
4 without going down the shared driveway.

5 MS. WILLIAMS: Do you mean for construction
6 purposes or in general?

7 WITNESS: Both. I don't know if you can get
8 past the house to get back there if you were looking
9 at this construction driveway, the gravel.

10 THE COURT: All right. Well, it hasn't
11 happened yet.

12 What's the status of your proposal with the
13 City? Is that under review?

14 WITNESS: I think we have to -- we are
15 resubmitting. But basically I think it's approved,
16 but there's some minor steps to get the final or to
17 pull the permit.

18 THE COURT: Including the loss of one of the
19 lots that's going from two lots to one lot because
20 you're going to wipe out the property line, correct?

21 WITNESS: Eventually. I don't think we're
22 going to do that until we finish the first phase.

23 THE COURT: I'm with you.

24 WITNESS: They won't let you build over a
25 property line even if it's single owner.

1 THE COURT: Okay. Anything further?

2 MR. GOWDER: I have nothing further.

3 THE COURT: Okay. Thank you. You may step
4 down.

5 MR. GOWDER: Your Honor, before we move on,
6 move Plaintiffs' Exhibit 16 in to evidence which is
7 what we just talked about.

8 THE COURT: Very good. Okay. And that's
9 without objection?

10 MS. WILLIAMS: Correct.

11 We rest, Your Honor. We would just renew our
12 motions.

13 THE COURT: Absolutely. Anything further?

14 MR. GOWDER: Nothing further, Your Honor.

15 THE COURT: All right. Very good. I think I
16 got it.

17 Let me tell you some of my initial thoughts,
18 because y'all have presented some things that -- they
19 were in the pleadings.

20 One of the things that I have thought about,
21 and I get a lot of easement cases, and so I see it.
22 And so the existence of an easement is a question of
23 law. Scope of an easement is a question of -- really
24 it's a question of fact and an equitable matter.

25 And so in this case, plaintiffs have put

1 forward an interesting argument which is, hey, this
2 thing is no longer -- it was never properly created,
3 and since it was not properly created, it doesn't
4 exist, and even if it does exist and has been used for
5 50 years or whatever, 60 years, whatever it is now,
6 it's no longer necessary; and therefore, it should not
7 be appurtenant to the property, and then coupled with
8 that is the easement and gross argument.

9 That's about as good an argument you can make
10 without trying to get rid of an easement. I will hand
11 you that.

12 From y'all's perspective, it is what it is.
13 It's been there forever. You're not disturbed by the
14 fact that they say the 15 feet is between lots four
15 and five because clearly when you look at the plat,
16 you can see it's between lot four and six, correct,
17 and it exists.

18 The one thing that I would say and what makes
19 this case even more complicated is the fact that both
20 owners, both plaintiffs, have purchased lots five,
21 owned lots five, and have purchased lot four.

22 And by operation of law, that technically
23 means that that easement, as it relates to lot four,
24 doesn't exist anymore because you have merger of title
25 there.

1 You have the same thing that looks like it's
2 going to be happening in the future but has not yet
3 happened, so I can't take that into consideration. I
4 understand the argument, but I just tossed somebody
5 out of court the other day because they were looking
6 for an advisory opinion, and things have to happen in
7 order for that to happen.

8 MR. GOWDER: To be clear, our point with
9 regard to that testimony was not that there was a
10 merger in fact or in law but the necessity argument.

11 THE COURT: Yeah. And that may be the case
12 down the road. That's just not where we are now is
13 what I'm trying to say.

14 So it may happen in the future that it would
15 be abandoned, but because of lack of necessity would
16 be your argument. But that's not where we are today.
17 Okay.

18 So that is -- I've been getting a lot of
19 cases out of your neighborhood lately. The Crescent
20 and Sullivan's Island seem to be ripe places for
21 litigation amongst neighbors unfortunately.

22 My thought -- I'm going to throw this out to
23 you. I'm not going to finally rule because I am going
24 to ask you to submit to me proposed orders.

25 But as the plaintiffs were testifying this

1 morning, this case reminded me a lot of a prior case
2 that I have decided that was upheld on appeal much to
3 my surprise.

4 And the name of that case is Martin versus
5 Bay. And if you don't have it, I'll give you the
6 cite. Well, try and give you the cite. It's from
7 2012.

8 MS. WILLIAMS: I have it. It's 732 S.E. 2d
9 667.

10 THE COURT: Thank you.

11 In that case, I pretty much adopted the
12 theory put forth today by Mrs. Schaible that good
13 fences make good neighbors. Okay? That was sort of
14 the -- that's my quick interpretation of Martin versus
15 Bay. There's more to it than that.

16 MS. WILLIAMS: You said that in 2008 -- in
17 the last hearing, you said that.

18 THE COURT: Well, good. I'm glad I was
19 thinking that way.

20 The underlying case if you want to read my
21 order was 2008-CP-10-3238. So that means that case
22 was filed in 2008. I think I issued my opinion in
23 2010. The Court of Appeals ruled in 2012.

24 I can't remember, did it go to Supreme Court
25 or not?

1 MS. WILLIAMS: It did.

2 THE COURT: And that was just -- it must have
3 settled on appeal. It went to the Supreme Court, but
4 I don't remember that they issued a final order.

5 That case from 2008 is still on appeal. I
6 find that hard to believe because I know both
7 plaintiffs are deceased, but I know what happened in
8 that case.

9 In that case, the plaintiffs are both
10 deceased now. So have been informed that I think
11 their son was trying to clear up some issue is what
12 happened in that case so that they could sell it. So
13 17 years later, still dealing with that. So I don't
14 wish that on anybody. Okay?

15 So I would like to spend a little more time
16 thinking about this. I knew this was a difficult
17 case. It's been hanging around my docket a while. I
18 think I tossed it out a while back because I couldn't
19 get a trial, and sometimes that's what gets us to
20 trial.

21 So I will say this. I know it has been
22 difficult. Y'all have had some difficulties living
23 side by side, and I don't make people leave houses,
24 but I typically put fences up if that's what we need
25 to do. That's just been one of the things that I find

1 sometimes needs to happen.

2 But I will spend some more time thinking
3 about the arguments. And what I typically do, if I
4 don't rule from the bench, which I'm not going to do,
5 is I ask for proposed orders.

6 So typically I request those to come in
7 within 30 days, and my goal is to get you an answer
8 within 30 days of that. Okay?

9 So here we are, end of October. And it would
10 be my goal to get you an answer by the end of the
11 year, preferably by Christmas time, whenever that
12 would be so I can get this off my docket as well.

13 I want to thank each of you for being civil
14 to one another. That makes my life a lot easier.

15 Mrs. Taylor, I don't know any lawyer that
16 likes to get in the witness stand. You handled that
17 very well.

18 I say that to both parties, and y'all have
19 extremely capable attorneys, and I appreciate that.
20 We got through this thing quicker than I thought we
21 would.

22 I will give it the due consideration it
23 takes. I have a lot more reading to do. Every time I
24 read an easement case, I have to think about it. And
25 that's why Mr. Gowder always puts me to the test and

1 always makes me think, as does Ms. Williams, for that
2 matter.

3 Anything further? I want to make sure that
4 y'all have got -- I checked over lunch with Josie, my
5 court reporter, and I think she's got a list of all
6 the exhibits we talked about. Make sure we're
7 consistent with that. And we have in the record what
8 we want in the record.

9 MR. GOWDER: Right. And the book is there.

10 THE COURT: That's the official one. But
11 guess what? I just remembered. This office has no
12 way to upload these exhibits, so y'all get to -- I get
13 to hand the originals back to the lawyers and say give
14 this to your staff and y'all get to upload these
15 exhibits. Okay? Hate to tell you that.

16 MR. GOWDER: That's fine.

17 THE COURT: All right. Thank you very much.

18 (Off the record at 3:06 p.m. on October 22nd,
19 2025.)
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25

1 COURT REPORTER'S CERTIFICATE

2
3 I DO HEREBY CERTIFY THAT THE TESTIMONY
4 CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO
5 WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A
6 COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A
7 TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE
8 TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

9 I DO FURTHER CERTIFY THAT I AM NOT CONNECTED
10 BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR
11 ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF
12 EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY
13 IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL,
14 ATTORNEY, AGENT, OR OTHERWISE.

15 SIGNED THIS THE 7th DAY OF NOVEMBER 2025.

16 

17 JOSIE ALLEN BOEHM

18 My Commission Expires 10/18/32
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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Laura and Russell Schaible,
Plaintiffs,
vs. CASE NO. 2018-CP-10-0440
Ilonka Sonja Taylor and David Abdo,
Defendants.

Hearing before the Honorable Mikell R.
Scarborough, reported by Christine A. Smith, Court
Reporter and Notary Public, at 12:45 p.m. on
June 24, 2021 at 100 Broad Street, Courtroom 2A,
Charleston, South Carolina.

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P R O C E E D I N G S

* * * * *

MR. MASSALON: I'm going to try to read this into the record.

THE COURT: Okay.

MR. MASSALON: Your Honor, these notes are my summary of it, but I ask everybody to take notes and try to correct me where I get off track.

So we have agreed as follows: The Schaibles will be allowed to build a fence or install a landscape buffer along the boundary between Lot 5 and 6. They get the discretion whether it's a fence or a buffer. Whether it is a fence or a buffer, it will not begin any closer to Broughton Road than ten feet from the edge of the pavement, and where the existing concrete apron is now, there will be an opening at least 40 feet wide measured from the edge of the apron closest to the Schaibles' property. So the additional ten feet will be on the Broughton Road side of the apron, not on the Schaibles' home site side.

MR. LENHARDT: Just a small correction: At most 40 feet, not at least 40 feet.

THE COURT: At most, okay.

1 MR. MASSALON: Well, I think it's got to be
2 40 feet. If they want it bigger that's okay with us,
3 but it can't get any less than 40 feet. It's a
4 40-foot opening.

5 MR. LENHARDT: Correct. And if they --

6 MR. MASSALON: Right. If the Schaibles want
7 it to be 41 feet or it works out that it's bigger
8 than 40 feet, that's all right as long as it's not
9 smaller.

10 MR. LENHARDT: Okay.

11 THE COURT: We talked about there being a
12 32-foot apron there.

13 MR. LENHARDT: That already exists, yes.

14 MR. MASSALON: Now, in the event that the
15 Schaibles decide to put in a fence, the finished side
16 of the fence will face my client's property or a
17 finished side. If they put in a landscape buffer, my
18 clients will have the right to trim the side of the
19 buffer that faces their property and the ends,
20 meaning so that that could be closer to Broughton
21 Road -- that it will not be any closer to the edge of
22 the opening.

23 THE COURT: Okay.

24 MR. MASSALON: The Schaibles have the right
25 but not the obligation to put in a gate across the

1 opening. If they put in a gate it will be a sliding
2 gate that goes from side-to-side. It will be
3 electronic and operated remotely with manual override
4 so that my clients are the only ones that have the
5 access in and out of their property.

6 By agreement, the parties will go ahead and
7 stake out the opening, the 40-foot opening, and stake
8 out -- well, I guess we'll not need to stake out the
9 10-foot at this point -- but just stake out the
10 40-foot opening, and they will agree to start using
11 that for ingress and egress from the easement pending
12 the approval and construction of either the
13 landscaping or the fencing.

14 (Off-the-record discussion.)

15 MR. MASSALON: She was just asking about
16 figuring out the 40 feet, but it will be measured 40
17 feet from the edge of the apron to the Schaibles.

18 THE COURT: To the Schaibles back towards
19 Broughton, right?

20 MR. MASSALON: Yes.

21 THE COURT: Okay.

22 MR. MASSALON: The parties have agreed that if
23 the house at 29 is demolished or substantially
24 renovated and the relocation of that opening, that
25 access point is needed for the new house site, the

1 renovated house site, that they will attempt in good
2 faith to negotiate a relocation of the opening. If
3 they are unable to do that, the parties have agreed
4 that they will submit that issue to a single
5 arbitrator under the South Carolina Arbitration Rules
6 with the direction that the arbitrator decides in 60
7 days.

8 THE COURT: All right.

9 MR. MASSALON: That the parties will, through
10 counsel, will work together to get a new plat of the
11 easement showing the easement and the access point
12 and draft a new easement, express easement, outlining
13 these terms to be recorded in the RMC office. The
14 easement will indicate that the access point or the
15 access, the ingress and egress of Broughton Road is
16 for Lot 6 as shown on the 1929 plat.

17 As we just discussed, in the event that the
18 plans of my client require or necessitate the need to
19 drop or move the lot line for Lot 6, that everybody
20 is reserving all arguments for and against the
21 continued existence of the easement after that, so
22 the Schaibles could come in and say, for example,
23 this change overburdens the easement and you should
24 decree that they no longer use it for this purpose,
25 my clients can take the opposite position and

1 argue -- make whatever arguments they want to in
2 favor of the easement or its continued existence.

3 Once the new plat and easement are prepared
4 and recorded, the parties will submit an order to the
5 Court, as I understand it, approving the settlement
6 and dismissing the lawsuit with prejudice. I think
7 those are all the terms.

8 THE COURT: All right.

9 MR. LENHARDT: Two further points, Your Honor,
10 that I believe we discussed in chambers: That --
11 Mr. Massalon may have covered it with the language
12 that it was limited for ingress and egress for the
13 benefit of Lot 6. I think we should make sure that
14 that's on the record that that's what it's intended
15 for without expanding the scope of the original
16 easement. Further, that the 40-foot point of access
17 that would be kept open would be -- in no event would
18 be any closer to the Schaibles' main portion of their
19 property than currently exists.

20 THE COURT: And they --

21 MR. LENHARDT: Correct. If the Defendants
22 reform their property and we mutually agree to move
23 this access, that in no way would there be an
24 argument that it should be moved closer than the
25 access point that currently exists.

1 THE COURT: Very good.

2 MR. MASSALON: And I think that's right, but
3 just to make sure that I understand it -- my
4 understanding of that is that the edge of the 40-foot
5 access that is closest to the Schaibles' house
6 wouldn't be moved any closer?

7 MR. LENHARDT: Yes.

8 THE COURT: Let me ask this question -- that
9 sounds pretty good, and I think what's you-all --
10 once your survey is prepared, I think you said that
11 you are going to take it to the City for approval?
12 Do you want this Court to approve it first if you-all
13 can agree on what the survey looks like so it goes to
14 the City as a court-approved one? You will have less
15 difficulty.

16 MR. LENHARDT: I certainly wouldn't object to
17 that. It might expedite the --

18 THE COURT: My experience is it might --
19 provided you-all are agreeable with what the survey
20 is, I'm happy to approve it and make it an order of
21 the Court and get the City to approve it rather than
22 jump you-all through whatever hoops you might have to
23 go through down there.

24 MR. LENHARDT: I agree.

25 THE COURT: There's always a BZA process that

1 you don't want to have to go through.

2 MR. LENHARDT: Yes, Your Honor. Thank you.

3 THE COURT: I think that will be better.

4 You-all get that done, and we'll approve it and make
5 it the Order of the Court and send it down there.

6 Okay?

7 MR. MASSALON: Thank you.

8 MR. LENHARDT: All right.

9 THE COURT: I was ready to go. Let me just
10 ask, Mr. and Mrs. Schaible, you-all have heard the
11 terms of the agreement. Is that your understanding
12 of the agreement, and are you in agreement with the
13 agreement as put forth by Mr. Massalon and
14 Mr. Lenhardt has adequately contributed to that.

15 MR. SCHAIBLE: That was a lot to take in in a
16 short time, but as far as I heard, yes.

17 THE COURT: Very good. And Ms. Taylor and
18 Mr. Abdo, are you-all in agreement as well?

19 MS. TAYLOR: Yes.

20 THE COURT: Very good. Are you satisfied with
21 your attorney?

22 MS. TAYLOR: I don't know.

23 MR. MASSALON: Never ask that question.

24 THE COURT: Let me tell you, I had a chance to
25 speak at some length with these lawyers back there.

1 They are excellent lawyers. I think they've done a
2 good job. The hardest cases I try, I think, are
3 easement cases. Mr. Massalon was in on one the other
4 day, and I said, This is turning into the one which
5 we just tried, which apparently I've not yet issued
6 my final ruling on. Don't worry. I'm monkeying
7 around with it.

8 If you-all can come to an agreement, it has
9 been my experience in 18 years of doing this that if
10 you-all can come to an agreement, it's probably a lot
11 better of an arrangement than I can create up here on
12 the bench. By definition, an agreement is something
13 you're giving up. You're not 100 percent satisfied,
14 but I can tell you, from the briefs that I've read
15 and from speaking with the lawyers, they were totally
16 prepared and ready to go. We could have tried this
17 case all day and maybe another 90 days or so like
18 Mr. Massalon's other case. I'll give you an answer
19 and the dissatisfied crowd can go up on appeal and
20 see what happens there. Easements are just very
21 difficult cases I find. This is an extremely unusual
22 one in that all three of these lots, 4, 5, and 6,
23 were owned by the same person. So I think I
24 understand why he did what he was doing at the time
25 that he created this easement. Today's times are

1 different than then, and certainly Charleston has
2 changed a lot since then. Most notably the values of
3 properties have gone up significantly since 1929.
4 That's to everybody's benefit around here. I think
5 that's the good news. I want to commend you-all for
6 being able to work together to get this done. Again,
7 I think fences end up making pretty good neighbors.
8 It's probably not a bad idea to get that done and put
9 that aside and move on with our lives. Thank you-all
10 for coming in today. Good to see you.

11 MR. MASSALON: Thank you, Your Honor.

12 MR. LENHARDT: Thank you.

13 THE COURT: Very good. Thank you, gentlemen.
14 When you-all get the survey done I'll just look for a
15 proposed order and have you-all send that in. I
16 would think it would take 60 days or something to get
17 a survey in hand, I think, based on what I'm seeing.

18 (The proceedings were concluded at 12:58 p.m.)
19
20
21
22
23
24
25

1 State of South Carolina)
2 County of Charleston) C E R T I F I C A T E

3
4 I, Christine A. Smith, Court Reporter and
5 Notary Public for the State of South Carolina at
6 Large, do hereby certify that the foregoing
7 transcript is a true, accurate, and complete record.

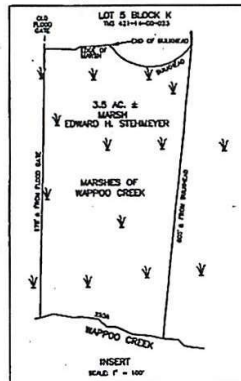
8 I further certify that I am neither related to
9 nor counsel for any party to the cause pending or
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my
12 official seal this 29th day of April, 2022 at
13 Charleston, Charleston County, South Carolina.

14
15
16
17
18 _____
Christine A. Smith
Notary Public
My Commission Expires
19 May 12, 2021
20
21
22
23
24
25

The critical line shown on this plot is valid for twelve years from the date of this signature, subject to the ordinary language above.

Line	Time	Value	Meaning
1	10.00	100.00	100.00
2	10.00	100.00	100.00
3	10.00	100.00	100.00
4	10.00	100.00	100.00
5	10.00	100.00	100.00
6	10.00	100.00	100.00
7	10.00	100.00	100.00
8	10.00	100.00	100.00
9	10.00	100.00	100.00
10	10.00	100.00	100.00
11	10.00	100.00	100.00
12	10.00	100.00	100.00
13	10.00	100.00	100.00
14	10.00	100.00	100.00
15	10.00	100.00	100.00
16	10.00	100.00	100.00
17	10.00	100.00	100.00
18	10.00	100.00	100.00
19	10.00	100.00	100.00
20	10.00	100.00	100.00



LEWIS E. SCARBROOK
CHIEF ENGINEER & WELD SURVEYOR
P. O. BOX 100, 08000
P. O. BOX 98
MIL. PLANT, E. T. 12463
(412) 654-4488



TASK TABLE									
SURVEY	TIME IN	PAUSE	AVG	PEAK	GRAND	STANDARD	STDEV	STDEV	STDEV
21	10.04	224.75	0.4	12.47	10.04	12.47	10.04	12.47	10.04

BECK
LOT 4 BLOCK K
TWD 421-14-00-022

Charlotte, South Carolina
Office of Register Master Correspondence
First executed this 11 day of MAY, 2011 at
6:31 o'clock in the North NO Page 124 and reading cloth
copy End in Plot 1 Drawing 14 Drawing No. 27
Original plot is in 10000 Plot(s) delivered to CITY OF CHAS

Chas. F. [Signature]
Register Master Correspondence

[illegible]

NOTE: THIS PLAT SUPERSEDES A PLAT BY E. M. SEADROCK, JR., INC.
DATED NOV. 26, 2001 RECORDED IN THE CHARLESTON COUNTY REC.
OFFICE IN BOOK 67 PAGE 223.
(PROP. LINE MARKED "A" IS REVISED)

REBECCA M. PALMER
LOT 8 BLOCK K
TNS 421-14-00-024

LEGEND
 I/P IRON PIPE FOUND
 R/P IRON RIBBON FOUND
 WM WATER METER
 WV WATER VALVE

- RECORDS
1. SEED RECORDS IN CHAS. CO. INC
IN ROOM F36 PAGE 188
 2. SEED RECORDS IN CHAS. CO. INC
IN ROOM 888 PAGE 123
 3. SEED RECORDS IN CHAS.
IN ROOM 2098 PAGE 844
 4. PLAT BY W. L. GAILLARD DATED SEPT. 8,
1963 RECORDED IN CHAS. CO.
IN ROOM Q PAGE 118
 5. PLAT BY J. P. BALLARD DATED FEB. 8, 1951
RECORDED IN CHAS. CO. INC IN ROOM H
PAGE 78
 6. PLAT BY E. M. BALLARD, JR., INC. DATED

[illegible]

DATE: NGVD 29

SCALE: 1" = 20'

THE CRESCENT

CITY OF CHARLESTON
CHARLESTON COUNTY, S. C.
RESURVEY OF LOT 5 BLOCK K OWNED BY EDWARD H. STEINMEYER

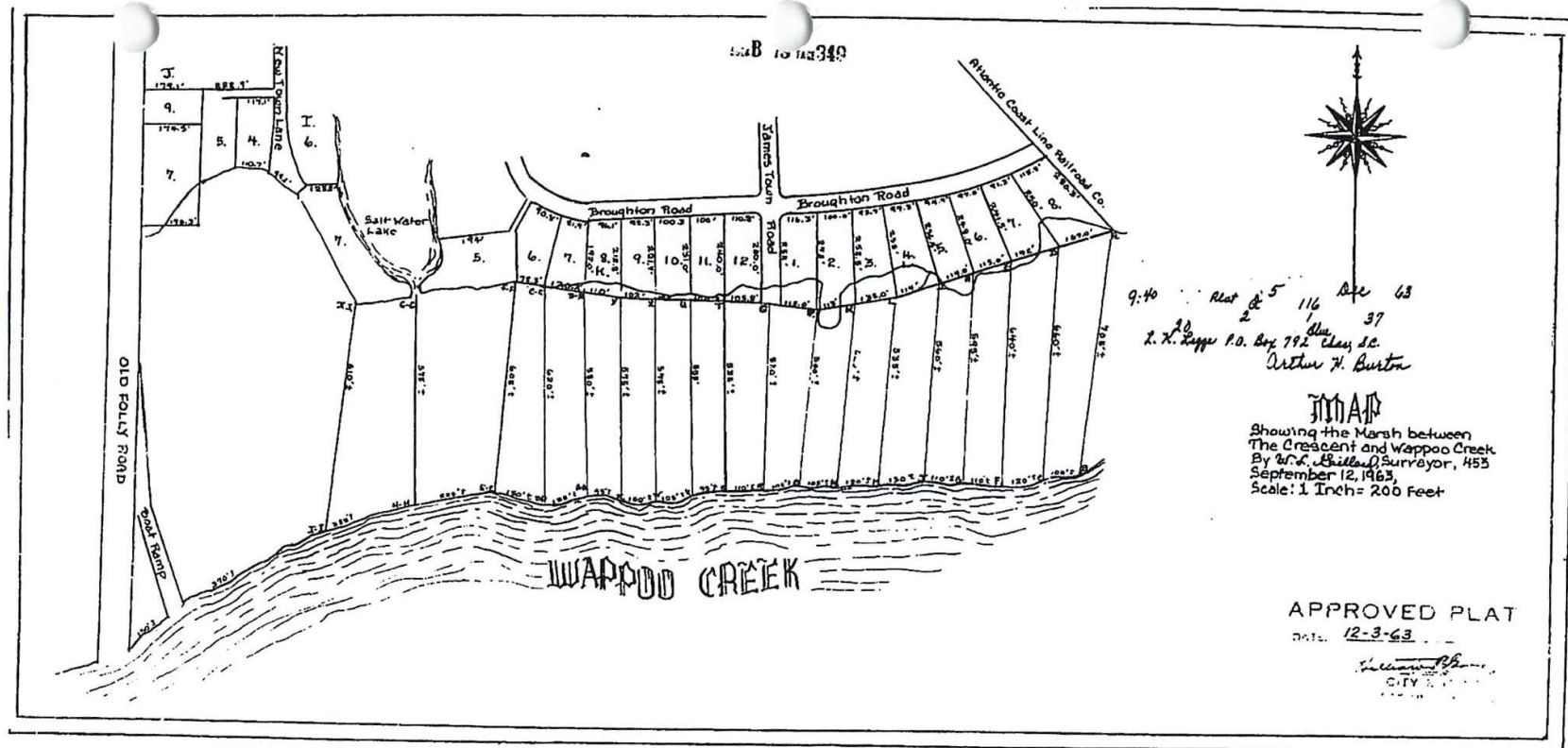
E. M. SHAHROOK, JR. INC.
ENGINEERS-SURVEYORS-PLANNERS
1001 JAMES STREET S.W., P.O. BOX 94
MOBILE, ALABAMA 36688
PHONE (334) 834-4488

NOV. 26, 2001
REVISED OCTOBER 1, 2002

EG230

PLAINTIFF'S
EXHIBIT

3



Record - 0406

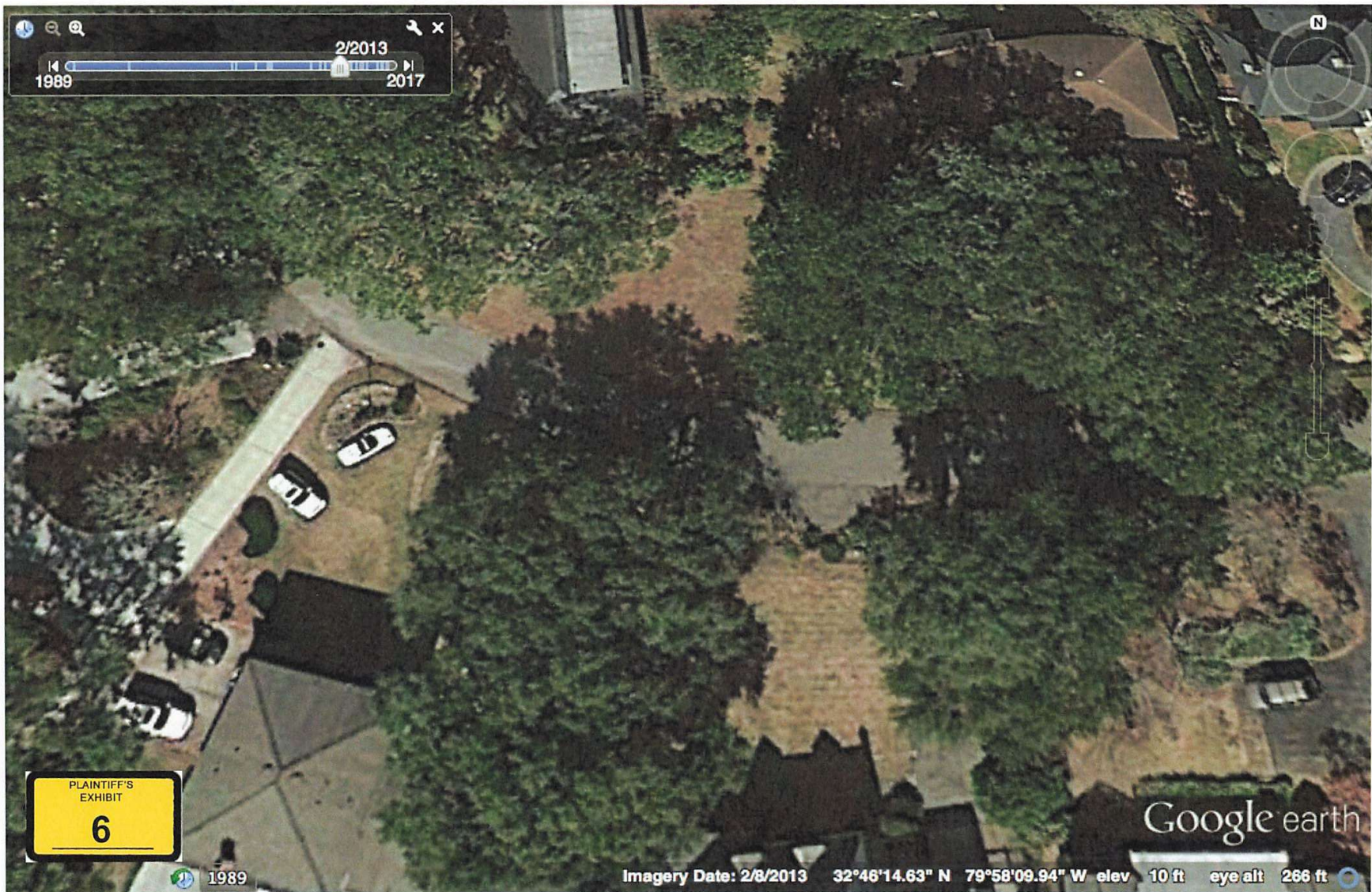
Q116

PLAINTIFF'S
EXHIBIT

4



Record - 0407



Record - 0408

27, 29, 30 and 31 Broughton Rd.

Write a description for your map.

Legend

- ★ 27 Broughton Rd
- 📍 29 Broughton Rd
- S Schaible

Google Earth

© 2021 Google

PLAINTIFF'S
EXHIBIT

7

8.76 ft

Record - 0409

27, 29, 30 and 31 Broughton Rd.

Write a description for your map.

Legend

- ★ 27 Broughton Rd
- 📍 29 Broughton Rd
- S Schaible

Google Earth

© 2021 Google

29 Broughton Rd

27 Broughton Rd

Schaible

PLAINTIFF'S
EXHIBIT

8

200 ft



Record - 0410

William J. Cutchin
CUTCHIN LAW FIRM, PC
985-B Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF CHARLESTON)

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto
the said their Heirs and Assigns forever.



BK D 559 PG 377

Schaible, their Heirs and Assigns, against our Heirs, Successors, and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

WITNESS our Hand and Seal by our representative, this 18th day of October
in the year of our Lord Two Thousand Five (2005) and in the
230th year of the Sovereignty and Independence of the United States of
America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

ESTATE OF EDWARD H. STEHMEYER,
SR.

Darryl Yates
Witness #1

By: Edward H. Stehmer Jr.
Edward H. Stehmer, Jr., Personal
Representative

Patti Patellis
Witness #2 who is also a Notary Public

STATE OF GEORGIA)

PROBATE

COUNTY OF DeKalb)

PERSONALLY appeared before me Darryl Yates (Print name of Witness #1)
and made oath that s/he saw the within named Estate of Edward H. Stehmer, Sr., by
Edward H. Stehmer, Jr., its Personal Representative, sign, seal, and as his acts and deeds,
deliver the within written Deed, and that he with Patti Patellis (Print name of
Witness #2 who is also a Notary Public) witnessed the execution thereof.

Darryl Yates
Signature of Witness #1

SWORN TO before me, this
18th day of October, 2005.

Patti Patellis
Signature of Witness #2 who is also a Notary Public
NOTARY PUBLIC FOR GEORGIA
My Commission Expires: _____

Notary Public, DeKalb County, GA
My Commission Expires August 15, 2007



BKD 559PG379

WITNESS our Hand and Seal by our representative, this 21st day of October in the year of our Lord Two Thousand Five (2005) and in the 230th year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

ESTATE OF EDWARD H. STEHMEYER, SR.

[Signature]
Witness #1

By: [Signature]
John A. Stehmer, Personal Representative

[Signature]
Witness #2 who is also a Notary Public

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF CHARLESTON)

PERSONALLY appeared before me William J. Pate (Print name of Witness #1) and made oath that s/he saw the within named **Estate of Edward H. Stehmer, Sr., by John A. Stehmer, its Personal Representative**, sign, seal, and as his acts and deeds, deliver the within written Deed, and that he with James H. Suddeth (Print name of Witness #2 who is also a Notary Public) witnessed the execution thereof.

[Signature]
Signature of Witness #1

SWORN TO before me, this
21st day of October, 2005.

[Signature]
Signature of Witness #2 who is also a Notary Public
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11/21/10

Legal Description

Schedule "A"

BKD 559PG380

All that lot, piece or parcel of land in the subdivision known as The Crescent in St. Andrews Parish, Charleston County, South Carolina, known as Lot 5, Block K, in said subdivision, and shown on a plat by J. P. Gaillard, surveyed February 1929 and recorded in Book F-35, page 168 in the R.M.C. Office for Charleston County; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

That portion of the above described property fifteen feet wide leading from Broughton Road to the main portion of said property is conveyed subject to the easements therein granted by Charles S. Dwight by deeds of conveyance conveying lots 6 and 4, Block K, The Crescent, recorded in the R.M.C. Office for Charleston County in Book R-68, page 10, and Book W-68, page 122, respectively.

The premises herein described are conveyed subject to such easements, restrictions, covenants and conditions as appear in the chain of title and recorded in the RMC Office for Charleston County, reference to which is craved as forming a parcel hereof.

The afore described property is also shown and described on a recent plat as follows:

All that piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the City of Charleston County of Charleston, State of South Carolina, shown and designated as "Lot 5, Block K, TMS #421-14-00-023; 39,946 sq. ft. (Highland); 0.92 Ac (Highland), The Crescent" on a plat entitled: "THE CRESCENT, CITY OF CHARLESTON, CHARLESTON COUNTY, S.C., RESURVEY OF LOT 5, BLOCK K, OWEND BY EDWARD H. STEHMEYER, " prepared by E. M. Seabrook, Jr., Inc, Engineers-Surveyors-Planners; dated November 26, 2001, and revised October 3, 2002, and recorded March 18, 2003, in Plat Book EG, Page 230, in the RMC Office for Charleston County.

Being the same property conveyed to Edward H. Stehmeyer by deed of Jacqueline D. Stehmeyer dated April 28, 1972 and recorded May 23, 1972 in the RMC Office for Charleston County in Book F99 at Page 350. Edward H. Stehmeyer died June 3, 2005 and his Will directed the Personal Representatives to sell the afore described property. (See Probate Court file 2005-ES-10-0956)

Grantees address; 31 Borughton Rd.
Charleston, SC 29407

AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

)

)

)

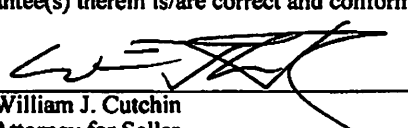
Date of Transfer of Title

October 21, 2005

BKD 559PG381

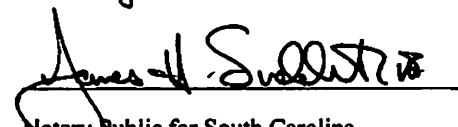
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Estate of Edward H. Stehmeyer, Sr., by its authorized representative, and Estate of Edward H. Stehmeyer, Sr., by its authorized representative, to Laura M. Schaible and Russell A. Schaible, ON October 21, 2005.
3. Check one of the following: The DEED is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (exemption# _____) (Explanation if required) Transfer to Grantor(s)' Trust(s) (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) XX The fee is computed on consideration paid or to be paid in money or money's worth in the amount of \$2,153,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) XX the amount listed in item 4 above.
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative .
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of Edward H. Stehmeyer, Sr., Case Number 2005 ES 10-956, Charleston County Probate Court. Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina; that he has prepared the Deed of Distribution for the Personal Representative for the Estate of Edward H. Stehmeyer, Sr.; and that the Grantee(s) therein is/are correct and conform to the estate file for the above named decedent.


William J. Cutchin
Attorney for Seller

Sworn to before me this

21st day of October, 2005


Notary Public for South Carolina

My Commission Expires: 11/24/05

Record - 0416

BKD 559PG382

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



FILED

October 21, 2005

4:43:11 PM

BKD 559PG376

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Harvey Casterline & Vallini

201-C West Main St.

Lexington

SC 29072-2665

AMOUNT

DESCRIPTION

DESCRIPTION	AMOUNT
Recording Fee	\$ 12.00
State Fee	\$ 7,157.80
County Fee	\$ 3,028.30
Postage	

TOTAL

\$ 10,198.10

\$ Amount (in thousands):

2753

DRAWER:

A - bmm

AUDITOR STAMP HERE

RECEIVED FROM RMC

DEC 9 2005

PEGGY A. MCNEELY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP. *[Signature]*

DATE *12/08/05*

DO NOT STAMP BELOW THIS LINE





Record - 0419



Record - 0420



PLAINTIFF'S
EXHIBIT
11D



PLAINTIFF'S
EXHIBIT
11F

Record - 0422



PLAINTIFF'S
EXHIBIT
11H

Record - 0423





PLAINTIFF'S
EXHIBIT
11J

Record - 0425



PLAINTIFF'S
EXHIBIT
11K



Record - 0427

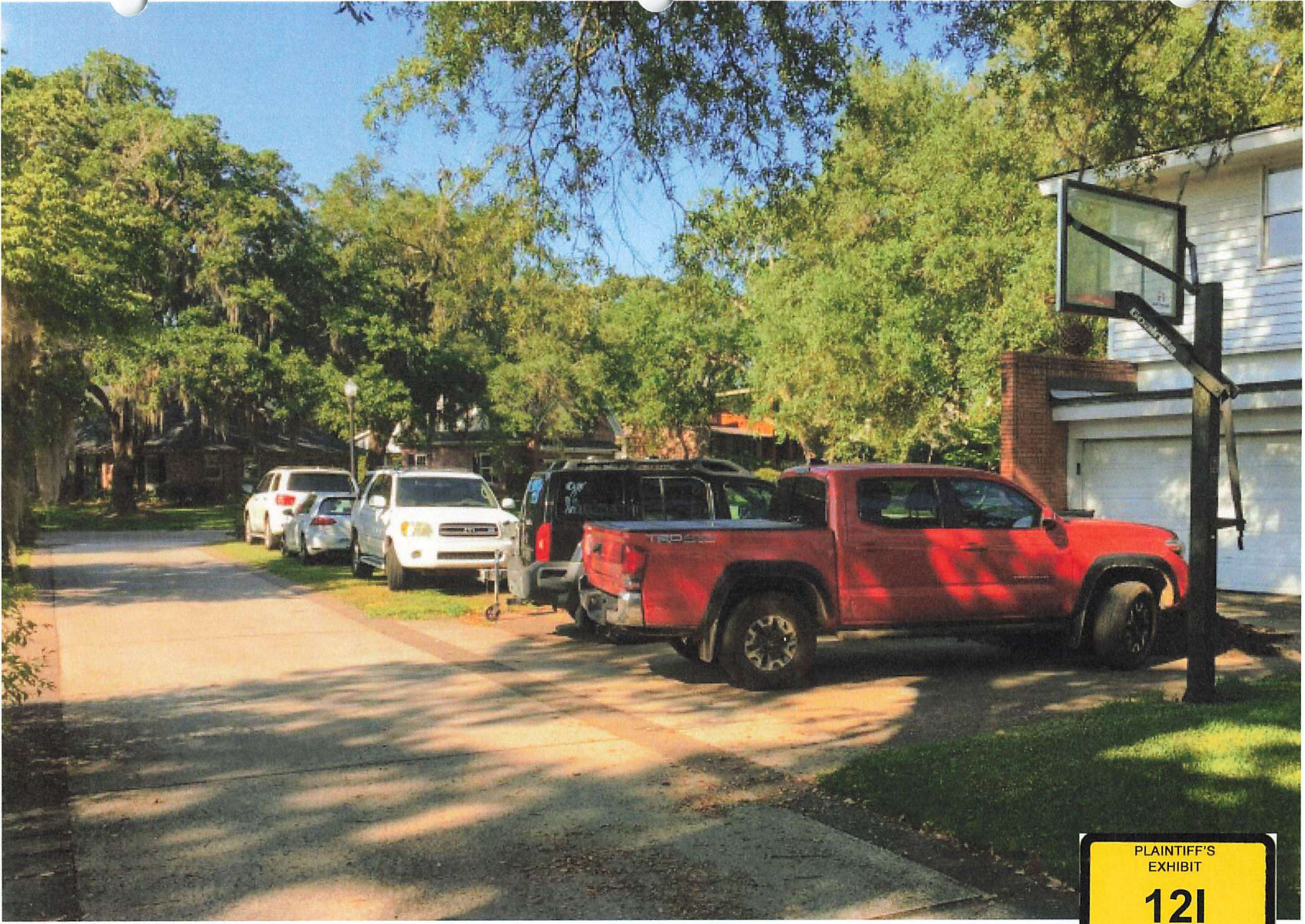




PLAINTIFF'S
EXHIBIT
11U



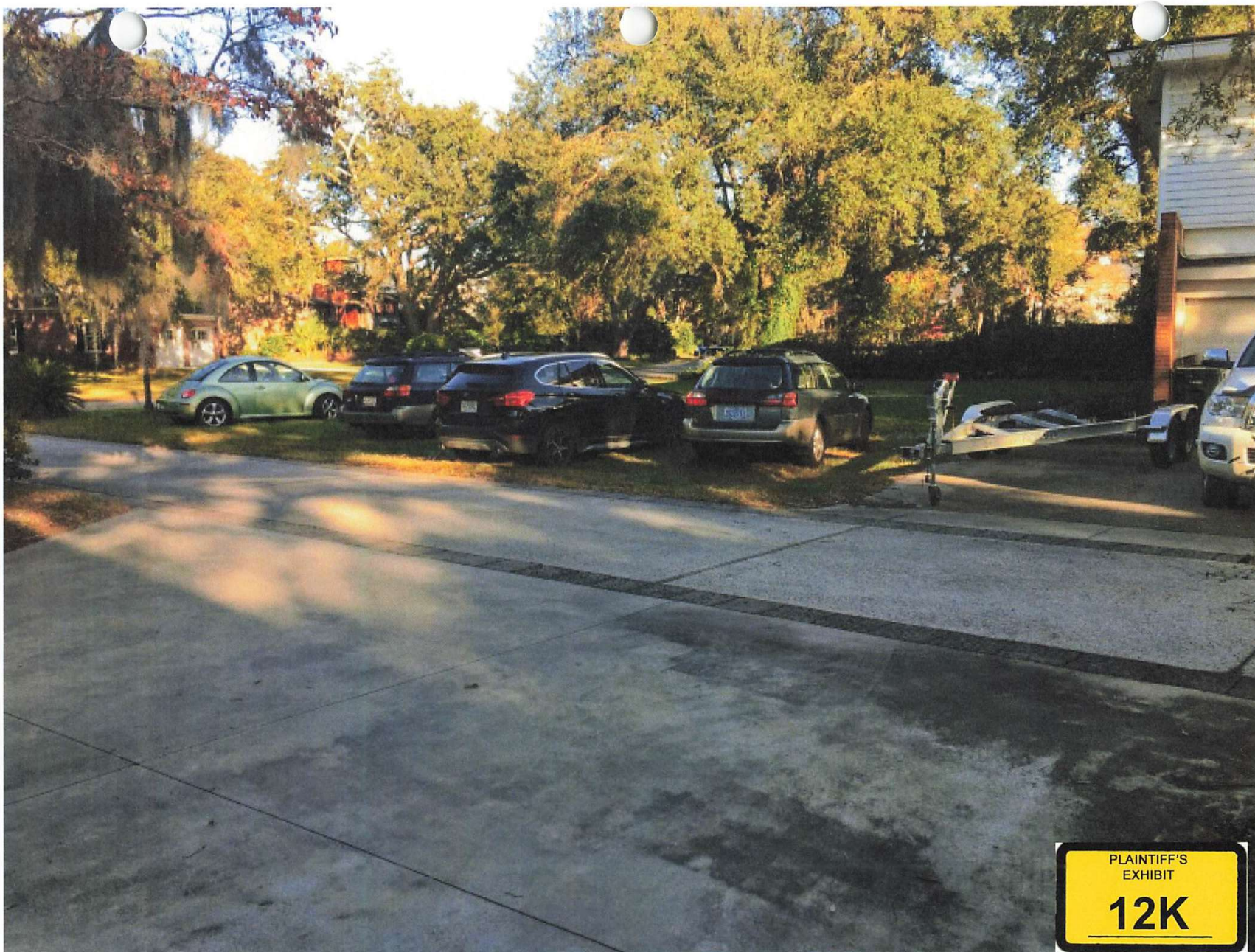
PLAINTIFF'S
EXHIBIT
11Z



PLAINTIFF'S
EXHIBIT

121

Record - 0430



PLAINTIFF'S
EXHIBIT

12K

Record - 0431



PLAINTIFF'S
EXHIBIT
14H



Record - 0433

VIDEO PLACEHOLDER

Filename: 14L.MOV.MOV



STATE OF SOUTH CAROLINA,

KNOW ALL MEN BY THESE PRESENTS, THAT

I, the undersigned CHARLES S. DWIGHT,

in the State aforesaid

in consideration of the sum of

EIGHT THOUSAND (\$8,000.00)

DOLLARS,

to me in hand paid at and before the sealing of these presents by REBECCA M. PALMER

in the State aforesaid

the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release

unto the said REBECCA M. PALMER:

All that lot, piece or parcel of land, in St. Andrews Parish, Charleston County, South Carolina, known as Lot 5, Block K, in the Subdivision known as The Crescent, which said lot is shown on a plat thereof by J. P. Galliani, Surveyed February 1929, and recorded in Book R-35, page 168 in the R. M. C. Office for Charleston County.

The above referred to lot BIRTHS AND BOUNDS, according to said plat, to the North on Broughton Road 90.8 feet; to the East on Lot 7, Block K, 207.5 feet; to the South on proposed layon, 75.3 feet; and to the Southwest on Lot 5, Block K, 133.2 feet, and to the Northwest on said Lot 5, Block K, 105.8 feet, be all the said dimensions a little more or less.

Together with a permanent easement over a fifteen foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 5, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 6, Block K, hercinabove described, from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

The above described property is conveyed subject to certain restrictions, reservations, covenants and conditions running with the land that are set forth in a declaration of trust by Wapoco Realty Company, and recorded in Book Q-32, page 255 in the R. M. C. Office for Charleston County.

The above described property is a part of the property conveyed to Charles S. Dwight by Marie L. Dwight, by deed dated May 11, 1928, and recorded in Book R-21, page 117 in the R. M. C. Office for Charleston County.

PLAINTIFF'S
EXHIBIT

15

EXHIBIT

PENGAD 00651-6080

12-19-19 PT

EXHIBIT 2

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

RENECCA M. PALMER, her

Heirs and Assigns forever.



AND I do hereby bind myself and my Heirs,

Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said

RENECCA M. PALMER, her

Heirs and Assigns, against and Heirs, also all persons

whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 22nd day of September

in the year of our Lord one thousand nine hundred and 1956 and in the one hundred and

45th year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Y. C. Swickard
John Stewart

Charles S. Dwight (L. S.)
CHARLES S. DWIGHT
By *Lucille L. Dwight* (L. S.)
Lucille L. Dwight, Attorney-in-Fact
under power of Attorney dated 28 July 1956,
recorded in Book X-66, page 588 in the
R.M.C. Office for Charleston County



THE STATE OF SOUTH CAROLINA,
CHARLESTON County.

BOOK 11 88 PAGE 12

PERSONALLY appeared before me H. R. Dwight, Jr.
and made oath that he saw the within named CHARLES S. DWIGHT By Lucile L. Dwight,
Attorney-in-Fact sign, seal, and as his act and deed, deliver the within written Deed,
and that he with Joie Stewart
witnessed the execution thereof.

SWORN to before me, this 22nd
day of September A. D. 1959
Joie Stewart (SEAL)
Notary Public for South Carolina

H. R. Dwight, Jr.

THE STATE OF SOUTH CAROLINA,
CHARLESTON County.

RENUNCIATION OF DOWER

I, Joie Stewart, a Notary Public in and for South Carolina
do hereby certify unto all whom it may concern, that Mrs. LUCILE L. DWIGHT
the wife of the within named CHARLES S. DWIGHT
did this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, re-
lease and forever relinquish unto the within named REBECCA M. PALMER, her
Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular
the premises within mentioned and released.

Given under my Hand and Seal, this 22 day of September Anno Domini 1959
Joie Stewart (SEAL) Lucile L. Dwight
Notary Public for South Carolina

Recorded Sept. 24, 1959 at 9:45 o'clock. S.C. Doc. Stamps 2/6 affixed, U.S. Doc. Stamps
\$8.80 affixed. Original delivered to Hazard Rivers & Young
being first endorsed as recorded by County Auditor

ARTHUR H. BURTON, R.M.C.
Charleston County, S.C. LH

CASE NO. 2025-CP-10-03402
SUBPOENA DUCES TECUM
EXHIBIT A
PROVIDED 18 OCTOBER 2025

LOWCOUNTRY UNLIMITED, INC.

P.O. BOX 41227 N. CHARLESTON, SC 29423

(843) 821-6260 / ADMIN@LCUINC.COM

www.lcuinc.com

- DEMOLITION PROPOSAL -

DATE: October 1, 2024

PROPOSAL SUBMITTED TO: Sifly Homes

WORK TO BE PERFORMED AT:

Residential Structure
29 Broughton Rd.
Charleston, SC

We propose to perform all labor necessary to complete the following work:

Structure demo: Complete demolition, haul off, and disposal of structure

Pool demo: Complete demolition, haul off and disposal of pool (excluding infill)

Temporary Fencing:

Tree Protection:

Add Alternate:

- Infill including rolling and compacting: \$25.00/ cubic yard

PROPOSAL EXCLUDES:

- ASBESTOS ABATEMENT/ REMOVAL OF ANY HAZARDOUS MATERIAL

- GREASE TRAP PUMP OUT
- CUT & CAP UTILITIES
- RECLAIM OF REFRIGERANT
- SAFE OFFS
- UNDERGROUND UTILITY REMOVAL
- INFILL/BACKFILL (LISTED AS ADD ALTERNATE)
- DRIVEWAY REMOVAL

***LOWCOUNTRY UNLIMITED, INC. HAS ALL SALVAGE RIGHTS TO MATERIALS.**

***LOWCOUNTRY UNLIMITED, INC. WILL ABIDE BY ALL OSHA REGULATIONS.**

All material is guaranteed to be as specified. The above work is to be performed in accordance with the drawings and specifications submitted and completed in a substantial workmanlike manner for the total sum of ().

*Includes 1 mobilization *Price includes all taxes

The payment(s) will be made as follows: PAID UPON DRAWS WITH 30 DAY RETENTION HELD

RESPECTFULLY SUBMITTED:

Contractor's Name: **LOWCOUNTRY UNLIMITED, INC.**

Address: P.O. BOX 41227

City, State, Zip: N. CHARLESTON, SC 29423 Telephone: (843) 821-6260 LCUINC.COM

Three Oaks Contractors, Inc.
PO Box 409
Ravenel, SC 29470
Phone: (843) 564-1315
Fax: (843) 564-1322

A1

PRELIMINARY ESTIMATE

Date: September 16, 2025

Sifly Homes, Inc.
2041B Wappoo Drive
Charleston, SC 29412
Attn: Jay
RE: 29 Broughton Road

<u>qty.</u>	<u>item</u>	<u>size</u>	<u>unit price</u>	<u>price</u>
<u>SITEWORK</u>				
1	Mobilization	LS	@	
615	Silt Fence	LF	@	
	Tree Protection	LF	@	
Fencing priced as asked by GC				
145	8' Chain Link Tree Protection with Screen	LF	@	
360	6' Chain Link Tree Protection with Screen	LF	@	
1	Construction Drive (Aggregate at Apron)	LS	@	
80	FLBC Construction Drive	Ton	@	
1	Removal/Disposal of Construction Drive	LS	@	
1	Removal and Disposal of Organic Strippings	LS	@	
1	Demo/Disposal of House and Pool and private section of driveway	LS	@	
1	Lot Clearing for House and Drive (Allowance)	LS	@	
1	Cut and Grade Site Footprint to 5.0'	LS	@	

Record - 0441

290 Onsite Fill for Pool Backfill Placed/Compacted	CY	@
100 Excess Fill Removed from Site -if needed	CY	@
1 Labor/Equipment to Stockpile Fill if Room	LS	@
Demucking - if needed	CY	@
1 Labor/Equipment to Prep for Slab	LS	@
Offsite Fill for Building Pad	CY	@
1 Labor/Equipment to Grade Between Grade Beams	LS	@
285 Offsite Fill for Grading Between Grade Beams from 5.0' to 7.6' (Slab Elev. 8.0')	CY	@
245 Fill to Grade Around Blockwork	CY	@
1 Labor/Equipment to Grade around Blockwork	LS	@
Captured Fill for Stairs/ Pool : placed	CY	@
Gravel for Pool Backfill (if needed)	LS	@
Damp Proofing - if needed	SF	@
Gravel under Building - if needed	SF	@
1 Drainage Allowance	LS	@
Core Drilling - 4"	EA	@
Core Drilling - 2"	EA	@
Core Drilling - 1"	EA	@

NOTES Final billing of ALL ITEMS will be based on final quantities used onsite +/-.

All utility disconnects by others.

If asbestos inspection is needed, by others.

Removal of possible asbestos materials by others.

HARDSCAPE ALLOWANCE

1 Staking and Layout	LS	@
1 Hardscape Prep and Grade	LS	@
1 Sleeves/Conduit	LS	@
1200 Salt Void Concrete Driveway	SF	@
250 Stone Pathway on Subslab (Material TBD)	SF	@
1 Strip Forms, Wash, and Dress Edges	LS	@

LANDSCAPE GRADING ALLOWANCE

1 Strip and Grade Landscape Areas	LS	@
144 Fill Dirt if Needed (Allowance)	CY	@

WARRANTY NOTE:

Three Oaks warranty commences on the date of the final invoice. This is based on payment being received in full within 30 days of receipt of the invoice.

Please note: Any adjustment to irrigation by others during the warranty period may void the warranty.

NOTES:

All permits by others.

Estimate is based on material prices at date of provided quote.

Suppliers of our materials are not holding prices for more than 30 days. Three Oaks may need to modify final pricing to reflect additional material costs at time of purchasing.

Final invoice will reflect quantities installed, per line item.

Irrigation meter and power for irrigation controller to be supplied by others.

Three Oaks does not warranty plants damaged by deer, salt or severe weather.

Due to supply issues with our concrete suppliers there is a possibility of color variations in upcoming driveway installations we install.



END OF DOCUMENT

Leslie Lenhardt

From: R. Cody Lenhardt, Jr <cody@lenhardtlawfirm.com>
Sent: Wednesday, November 28, 2018 1:52 PM
To: Leslie Lenhardt
Subject: Fwd: abdo emails

**LENHARDT
LAW FIRM, LLC**

R. CODY LENHARDT, JR.
ATTORNEY AT LAW

738 ST. ANDREWS BLVD., SUITE C
CHARLESTON, S.C. 29407
843.371.5453 EXT. 701

CODY@LENHARDTLAWFIRM.COM

WWW.LENHARDTLAWFIRM.COM

CONFIDENTIALITY NOTICE: THIS MESSAGE IS INTENDED EXCLUSIVELY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. THIS COMMUNICATION MAY CONTAIN INFORMATION THAT IS PROPRIETARY, PRIVILEGED, CONFIDENTIAL OR OTHERWISE LEGALLY EXEMPT FROM DISCLOSURE. IF YOU ARE NOT THE NAMED ADDRESSEE, YOU ARE NOT AUTHORIZED TO READ, PRINT, RETAIN, COPY OR DISSEMINATE THIS MESSAGE OR ANY PART OF IT. IF YOU HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY REPLY EMAIL AND THEN DELETE THIS MESSAGE FROM YOUR SYSTEM. PLEASE DO NOT COPY IT OR USE IT FOR ANY PURPOSES, OR DISCLOSE ITS CONTENTS TO ANY OTHER PERSON.

Begin forwarded message:

From: Laura Schaible <lms2008@earthlink.net>
Subject: abdo emails
Date: November 8, 2018 at 7:54:34 AM EST
To: "Lenhardt, R. Cody" <cody@lenhardtlawfirm.com>
Cc: russell <rschaible@mindspring.com>

[REDACTED]

Begin forwarded message:

From: Ilonka Sonja Taylor <istaylor99@gmail.com>
Subject: Re: Tonight
Date: September 16, 2016 at 10:54:20 AM EDT
To: Laura Schaible <lms2008@earthlink.net>



You are so sweet to tell us but u know u dont have to. My apologies, for the past, present and future, that your guests have to walk the white trash gauntlet to get to your house. Some day Have fun!!

On Sep 16, 2016 9:05 AM, "Laura Schaible" <lms2008@earthlink.net> wrote:
Howdy neighbor.

Just a note to tell you we've invited the varsity football parents over here for a short pre-game visit.
May be a lot of people (35 ish?) coming in and out. Game starts at 7:30 so they should disappear by then!

Have a good weekend.

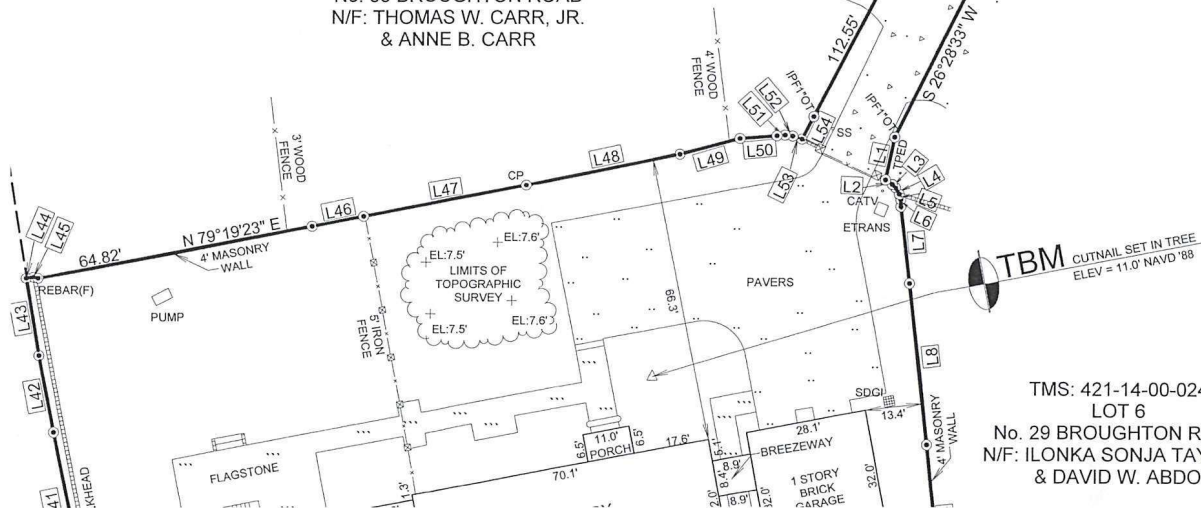
Laura

LEGEND:

- | | |
|----------|--|
| IPF1"OT | - 1" OPEN TOP PIPE FOUND, OLD. |
| IPF2"OT | - 2" OPEN TOP PIPE FOUND, OLD. |
| REBAR(F) | - 5/8" REBAR FOUND, OLD. |
| REBAR(S) | - 5/8" REBAR SET, NEW |
| ● | - CALCULATED POINT. |
| △ | - CRITICAL LINE POINT. |
| EHH | - ELECTRICAL HAND HOLE. |
| ETRANS | - ELECTRICAL TRANSFORMER. |
| WM | - WATER METER. |
| SSMH | - SANITARY SEWER MANHOLE. |
| SS | - SANITARY SEWER SERVICE. |
| TPED | - TELEPHONE PEDESTAL. |
| CATV | - CABLE BOX. |
| SDGI | - STORM DRAIN GRATE INLET. |
| EL:7.5' | - SPOT ELEVATION 7.5' M.S.L., NAVD'88. |

TMS: 421-14-00-022
LOT 4
No. 33 BROUGHTON ROAD
N/F: THOMAS W. CARR, JR.
& ANNE B. CARR

(ALSO KNOWN AS BROUGHTON RD.)
BROUGHTON ROAD (R/W VARIES)
ADDRESS IS No. 31



TMS: 421-14-00-024
LOT 6
No. 29 BROUGHTON ROAD
N/F: ILONKA SONJA TAYLOR
& DAVID W. ABDO

11 22

STATE OF SOUTH CAROLINA.

KNOW ALL MEN BY THESE PRESENTS, THAT I, MARIE G. DWIGHT, in the State aforesaid, in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration to me in hand paid at and before the sealing of these presents by CHARLES S. DWIGHT, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said CHARLES S. DWIGHT:

All that part of Fairfield or Wespanee Plantation situate in St. Andrew's Parish, Charleston County, lying between the road which leads from the Ashley River road, now the concrete State Highway 61, to the lands of C. J. Ravenel and Old Town Plantation, and the waters of Old Town Creek and tributaries on the East, this being the home site of C. S. Dwight, the boundaries being as follows: On the West by the road from the Ashley River road (known as Old Town Road) to the lands of C. J. Ravenel and Old Town Plantation; on the North by lands of C. J. Ravenel and the run of the slough and Old Town Creek; on the East by the main Old Town Creek and the run of two sloughs or tributaries and for a distance of about 7.25 chains (N. 28.17 E.) the village of Maryville; on the South by Old Town Creek and the run of the slough, and the village of Maryville, and the Ashley River road, all as shown on a map by Rene Ravenel of the whole of Fairfield or Wespanee Plantation made from a survey in December, 1914, and recorded August 7, 1915, in Book Y. 27, page 230. The tract described here contains fifty-four (54) acres of highland and twenty-three (23) acres of marshland, more or less, being a portion of the plantation conveyed to Charles S. Dwight and recorded in R. M. C. Office, Charleston County in Book Y. 27, page 230, and being the premises conveyed to Marie G. Dwight by Charles S. Dwight by deed dated 19th November, 1928 less such portion thereof as was conveyed to Charleston County by deed dated December 15, 1930 and recorded in Book E. 35, page 513, R. M. C. Office for Charleston County, and subject to such rights, if any, as South Carolina Power Company acquired under instrument dated October 4, 1930, recorded Book S. 30, page 69, R. M. C. Office for Charleston County executed by Marie G. Dwight.

The property hereby conveyed being now known and more particularly shown as Tract "Z" on a plat compiled by J. P. Gaillard, dated November, 1932, and recorded in Plat Book E. page 151, R. M. C. Office for Charleston County.

The abovescribed property is conveyed subject to the lien of a mortgage from Marie G. Dwight to South Carolina Security Company, dated 19th November, 1928, and recorded in Book L. 35, page 9, R. M. C. Office for Charleston County, the payment of which is assumed by the grantee.

ALSO

All those three lots in The Crescent in Charleston County, State aforesaid, known as lots four (4), five (5) and six (6) Block "K", and more specifically described as follows:

Lot #4: Beginning at a point on Broughton Road and running in a Westwardly direction two hundred forty four and five tenths (244.5') feet to the proposed edge of the proposed lake (now marsh); thence Southerly along this proposed shoreline ninety seven (97') feet; thence Eastwardly one hundred ninety four (194') feet; thence Northwardly one hundred twelve and five tenths (112.5') feet to Broughton Road; thence along Broughton Road Northwardly twenty two and four tenths (22.4') feet to the starting point, this lot being bounded as follows: on the North by lot three (3); on the West by the proposed lake (now marsh); on the South by lot five (5); on the East by lot five (5) and Broughton Road; all of which will more fully appear by reference to the plat annexed to deed from Wappoo Realty Company to Marie G. Dwight, dated May 24, 1929, and recorded in the R. M. C. Office for Charleston County in Book F. 35, page 168.

Lot #5: Beginning at Southeast corner of lot four on Broughton Road and running Southwestwardly one hundred twelve and five tenths (112.5') feet along lot four; thence Westwardly along lot four one hundred ninety four (194') feet to the proposed shore of the proposed lake (now marsh); thence Southwardly and Westwardly along the proposed lake ninety nine (99') feet (chord) and fifty (50') feet (chord) and fifty (50') feet (chord); the first chord enumerated shown on map as N 2.30 W, the second cord as N48E, the third N75E, the direction of this written description being reversed; thence Southwardly thirty feet (30'), as shown by map in opposite direction N14W, to the proposed Lagoon (now marsh); thence along this lagoon N80E two hundred (200') feet, thence along the lagoon N70E ninety seven (97') feet to the Southwest corner of lot six; thence Northwardly along lot six one hundred thirty three (133.2') and two tenths feet; thence Northeastwardly along lot six one hundred five and eight tenths (105.8') feet to Broughton Road; thence Northwestwardly along Broughton Road fifteen plus (15+) feet to the starting point, this lot being bounded as follows: on the North by Broughton Road, lot four and the proposed lake; on the West by the proposed lake and for thirty feet by a proposed lot; on the South by the proposed lagoon and lot six; on the East by the proposed lagoon, lot six and Broughton Road; all of which will more fully appear by reference to the plat annexed to deed from Wappoo Realty Company to Marie G. Dwight, dated May 24, 1929, and recorded in the R. M. C. Office for Charleston County in Book F. 35, page 168.

Lot #6: Beginning at a point in Broughton Road at the Northeast corner of lot five and running Southwestwardly along lot five one hundred five and eight tenths (105.8') feet, thence Southeastwardly along lot five one hundred thirty three and two tenths (133.2') feet to the proposed lagoon; thence along the lagoon Eastwardly seventy eight and three tenths (78.3') feet (chord); thence Northwardly two hundred two and five tenths (202.5') feet to Broughton

Road; thence along Broughton Road ninety and eight tenths (90.8') feet to the starting point, this lot being bounded as follows: on the North by Broughton Road and lot five; on the West by lot five; on the South by the proposed lagoon and lot seven and on the East by lot seven and Broughton Road; all of which will more fully appear by reference to the plat annexed to deed from Wappoo Realty Company to Marie G. Dwight, dated May 24, 1929, and recorded in the R. M. C. Office for Charleston County, in Book F. 35, page 168.

The above described three lots of land in The Crescent in Charleston County are conveyed subject to certain restrictions, reservations, covenants and conditions running with the land applicable thereto.

The grantee shall have the right of ingress and egress to the lots hereinabove described over the streets, roadways and walks in The Crescent, but the fee of all streets, roadways and walks is reserved by Wappoo Realty Company with the right to rearrange and relocate the same, provided such rearrangement and relocation does not materially interfere with free and uninterrupted access to the lots hereinabove described.

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

TO HAVE AND TO HOLD all and singular the premises hereinabove first described unto the said Charles S. Dwight, his heirs and assigns forever, and TO HAVE AND TO HOLD all and singular the said premises hereinabove described as lots 4, 5 and 6, Block K, The Crescent, in Charleston County, unto the said Charles S. Dwight, his heirs and assigns forever, subject, however, to the restrictions, reservations, covenants and conditions hereinabove mentioned.

AND I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Charles S. Dwight, his heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand and seal this 11th day of May, in the year of our Lord one thousand nine hundred and forty and in the one hundred and sixty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Henry R. Dwight, Jr.
H. M. McKel

Marie G. Dwight (L.S.)

THE STATE OF SOUTH CAROLINA,
CHARLESTON COUNTY.

Personally appeared before me Henry D. Linger Jr.
and made oath that he saw the within named Marie G. Dwight
sign, seal and as her act and deed, deliver the within written
deed, and that John M. Mc witnessed
the execution thereof.

STORN to before me this
13th day of May, 1940.

John M. Mc (SEAL)

Notary Public for S. C.



Recorded Feb 13 1950 at 3:55 o'clock. S.C. Doc. Stamps 4/01 affixed. U.S. Doc.
Stamps 6.05 affixed. Original delivered to R.R. Dwight being first endorsed as
recorded by County Auditor. JULIUS M. COGBWELL, R.M.C. Charleston County, S. C.

RG8 010
WB8122

Charles S Dought

JK J 637PG091

STATE OF SOUTH CAROLINA)

)

TITLE TO REAL ESTATE

COUNTY OF CHARLESTON)

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, the undersigned **Charles E. Palmer, Jr., Faye Palmer Priester and Sarah Palmer Reynolds** (hereinafter collectively the "Grantors"), in the State and County aforesaid, for and in consideration of the sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 (\$1,850,000.00) DOLLARS to the Grantors in hand paid at and before the sealing and delivery of these Presents by **David W. Abdo and Ilonka Sonja Taylor** (hereinafter collectively the "Grantees") in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do hereby grant, bargain, sell and release unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, their heirs and assigns, the following described property:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This being the same property conveyed to the Grantors herein by the following deeds:

1. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Charles E. Palmer, Jr. dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in **Book T502, page 838** (as to a 1/4 undivided interest); and Deed from John C. Palmer to Charles E. Palmer, Jr. dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in **Book T502, page 866** (as to a 1/12 undivided interest);
2. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Faye Palmer Priester dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in **Book T502, page 831** (as to a 1/4 undivided interest); and Deed from John C. Palmer to Faye Palmer Priester dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in **Book T502, page 878** (as to a 1/12 undivided interest); and



9K J 637PG092

3. Deed from Charles E. Palmer, Jr. and Faye Palmer Priester, as Co-Trustees of the Rebecca M. Palmer Personal Residence Trust, to Sarah Palmer Reynolds dated July 6, 2004 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina (the "ROD Office") on July 21, 2004 in Book T502, page 852 (as to a 1/4 undivided interest); and Deed from John C. Palmer to Sarah Palmer Reynolds dated July 7, 2004 and recorded in said ROD Office on July 21, 2004 in Book T502, page 872 (as to a 1/12 undivided interest).

TMS No. 421-14-00-024

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

GRANTEES' ADDRESS: Post Office Box 478
Charleston, South Carolina 29402

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

TO HAVE AND HOLD, all and singular, the said Premises before mentioned unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, their heirs and assigns forever.

AND the Grantors do hereby bind themselves and their Heirs, Personal Representatives and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, and the Grantees' Heirs and Assigns, against the Grantors' heirs and assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hands and Seals of the Grantors this 30th day of August in the Year of our Lord Two Thousand Seven (2007).

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary P. Hutchinson
Rosanne Burke

Charles E. Palmer, Jr.
by Sarah Palmer Reynolds,
his attorney-in-fact.

(SEAL)

Charles E. Palmer, Jr. by Sarah
Palmer Reynolds, his attorney-in-
fact under Special Limited Power
of Attorney dated August 27, 2007
and recorded in Book _____, at
page _____.

Faye Palmer Priester (SEAL)
Faye Palmer Priester

Sarah Palmer Reynolds (SEAL)
Sarah Palmer Reynolds

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

P R O B A T E

PERSONALLY APPEARED BEFORE ME the undersigned witness, who
being duly sworn, deposes and says that s/he saw the within-named
Charles E. Palmer, Jr., by Sarah Palmer Reynolds his attorney-in-
fact under Special Limited Power of Attorney dated August 27, 2007
and recorded in Book _____, at page _____, Faye Palmer Priester
and Sarah Palmer Reynolds, sign, seal and as their act and deed
deliver the within-written instrument for the uses and purposes
therein mentioned, and that s/he with the other witness subscribing
above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 30th)
day of August, 2007)
Tracey Ables (L.S.))
Notary Public for South Carolina)
My Commission Expires: 9-26-12)

Mary P. Hutchinson
(witness)

EXHIBIT "A"

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, known and designated as LOT 6, BLOCK K, in the subdivision known as THE CRESCENT, which said lot is shown on a plat thereof by J. P. Gaillard, surveyed February 1929, and recorded in Book F-35, page 168, in the R.M.C. Office for Charleston County, South Carolina.

BUTTING and bounding, according to said plat, to the North on Broughton Road 90.8 feet; on the East on Lot 7, Block K, 202.5 feet; to the South on proposed lagoon, 78.3 feet; to the Southwest on Lot 5, Block K, 133.2 feet; and to the Northwest on said Lot 5, Block K, 105.8 feet; be all the said dimensions a little more or less.

TOGETHER with the permanent easement over a fifteen foot strip of land a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 6, Block K, as shown on the aforesaid plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road; said easement being necessary for the proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lots 4, 5 and 6, Block K, their heirs and assigns, and their agents, servants and invitees for purposes of ingress and egress to and from Broughton Road.

ALSO

ALL that certain piece, parcel or lot of marsh land adjoining and lying generally to the South of Lot 6 in Block K of The Crescent, in the County of Charleston, State of South Carolina, and between said Lot 6 and Wappoo Creek, the said premises having such shape, dimensions and boundaries as appear on a "Map Showing the Marsh Between The Crescent and Wappoo Creek" made by W. L. Gaillard Surveyor, dated September 12, 1963 and recorded in Plat Book Q, page 116 in the R.M.C. Office for Charleston County, South Carolina; being shown on said map as bounded by the lines CCDD, DDEE, EEFF and FFCC.

TMS No. 421-14-00-024



----- Forwarded message -----

From: russell <lrschaible@mindspring.com>
Date: Sun, May 7, 2017 at 4:45 PM
Subject: Re: You and Us
To: Ilonka Sonja Taylor <istaylor99@gmail.com>

Hi Sonja - I'm sorry you took offense at my email, that's the last thing I wanted. When we originally talked with Dave he said he wanted us to be honest, was very thick skinned and almost impossible to offend; whether or not that's the case, obviously you feel otherwise. I was just being honest and factual as has been explained to us by our lawyers. And we're not trying to tell you what to do with your property, you are entitled to do anything you want with it under the law, but we are equally entitled to not look at it if we don't want to - sorry if that's honest but offensive.

We're going to check again with our attorneys, so hopefully we can at least get to the bottom of the law and everyone's rights.

Regards,
Russ

-----Original Message-----

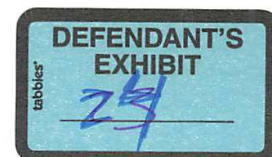
From: Ilonka Sonja Taylor
Sent: May 7, 2017 3:06 PM
To: russell
Cc: Laura
Subject: Re: You and Us

Russ,

In light of your email, I reviewed our deed, your deed, and the plat and deeds referenced therein to determine the definition of the easement we, and the Carr lot, have for the driveway. It appears you misunderstand what the easement grants us, and what you are permitted to do within the easement.

Per the deeds and plat, the easement, which is permanent, is a 15' strip of land between our lot and the Carr lot for the purposes of our ingress and egress to Broughton Road. There is no delineation in the deeds or plat which defines any specific access points to which we or the Carr lot are limited on either side of the easement, or restricts in anyway our ability to use the easement at any and all points where our property lines abut the easement.

Your ownership of the land under the easement, in and of itself, does not grant you the right to do what you want within the easement. If you have evidence of any recorded document or plat which shows any such limitation of our use, or which grants you the authority obstruct our ingress and egress at any point of the easement, please provide them for my consideration. In the absence of such recorded documents, any obstructions you place or restrictions you create therein are in violation of the easement.



Russ,

In light of your email, I reviewed our deed, your deed, and the plat and deeds referenced therein to determine the definition of the easement we, and the Carr lot, have for the driveway. It appears you misunderstand what the easement grants us, and what you are permitted to do within the easement.

Per the deeds and plat, the easement, which is permanent, is a 15' strip of land between our lot and the Carr lot for the purposes of our ingress and egress to Broughton Road. There is no delineation in the deeds or plat which defines any specific access points to which we or the Carr lot are limited on either side of the easement, or restricts in anyway our ability to use the easement at any and all points where our property lines abut the easement.

Your ownership of the land under the easement, in and of itself, does not grant you the right to do what you want within the easement. If you have evidence of any recorded document or plat which shows any such limitation of our use, or which grants you the authority obstruct our ingress and egress at any point of the easement, please provide them for my consideration. In the absence of such recorded documents, any obstructions you place or restrictions you create therein are in violation of the easement.

As you note, we have enjoyed a good, neighborly relationship for 10 years. While you say that you wish for our good relationship to continue, the tenor, commentary and opinions in your emails and your conversation with Dave contradict that.

In the spirit of being a good neighbor, we made several of the changes on our property you requested several months ago. We did so even though we did not want to do some of them, and even though we did not have to do any of them. In doing so, we hoped it would assuage whatever was bothering you, and that we could simply move on. Apparently not.

While we could create a parking area for the boys' cars in the front yard by the road, we elected to create one in the front yard near the front of the house and next to our driveway - as many others in the neighborhood have. I emailed Laura in January or February to advise that the cars would continue to be parked there, and offered to make the parking area more formal by creating a graveled area. She said she would get back to me. We did not hear back, and despite all of this, our offer to do that still stands.

Our aesthetics differ, but that does not make yours right and ours wrong. It would never cross our minds to tell you what to do aesthetically, or not do, on your property, whether we like it or not - it is your property. However, inexplicably, you presume to dictate to us and make demands regarding how, what and where we should do things, or not do things, at

our home and on our property. Your behavior is unreasonable and un-neighborly.

Your demands and emails, and election to choose this path, have distressed me. In all sincerity, it is with a heavy heart that I send this email.

Sonja

On Thu, May 4, 2017 at 9:10 PM, russell <lrshaible@mindspring.com> wrote:

Hi Sonja - Actually I can probably just sum up the issues in an email. First, we are very happy with the changes already made, and with a couple more changes all will be well:

- * The Rocking Horses - we talked about this with Dave, but they're still there, so we'd like to know if you plan to keep them in that location. I almost cried the day they showed up, so I think that sums up how I think they look. If you're in love with them maybe you can move them to the back where you'll be able to enjoy them more? Just let us know.

- * The Lawn - I don't know if Dave cut it today or not, but I think it's been almost 3 weeks with tall weeds going to seed. The lawn really needs to be cut every week, but Dave never seems to keep on that schedule. My suggestion is to hire a lawn service, \$40 a week shouldn't break the bank, this is what everyone else in the neighborhood does, and you could even have just the front taken care of for less.

- * And finally the BIGGIE, the cars parked up and down the driveway. This is very unsightly to us, and as we mentioned to Dave, the easement doesn't entitle you to access your lawn from our driveway. So in short we're requesting you cease this practice immediately. I plan to landscape the narrow strip between the driveway edge and your property line to aesthetically improve the entrance, so soon you won't be able to drive through that area anyway. I think if you consider the alternatives you'll see this is not at all necessary:

- You have 4 cars for 4 drivers, and you are currently very capable of handling this. Your driveway parking area is almost 31' wide, and since a common parking stall is 9' wide or less, you can very comfortably get 3 cars parked there, especially if the cars on the ends are near the edge. If you took down the basketball hoop that would really help for that side. I'm sure you're not fond of this idea, but the boys don't use it much anymore, and in the end this about making compromises. The 4th car, probably the new silver one that's not used much, could be easily stored in the garage.

- Guests and extra cars - Among the many options are 1) the street, 2) the parking pad in front of Mauli's house (this is city property and anyone is allowed to park there), 3) the back lawn (if the front lawn is OK why not?), and 4) install your own parking pad/area at the street (like the Gregory's?).

So there you have our concerns and solutions, let us know what you think. I hope to install some metal landscape edging down the drive soon, at that time I'll decide what the next step will be. If we come to an acceptable solution it will probably just be some low plants, if not it will probably be a fence running the length of the driveway with a gate for you to open and close to access your property. I'm sorry if this sounds mean or like a threat, because it's not, it's just a realistic solution to a bad situation. The Crescent was designed in the 1920's as an aesthetic community, it's why we and others paid a lot of money to buy and live here, and 10+ years living like this is way too long and not fair to us or the other neighbors (as we said to Dave, we hear their displeasure every time we entertain). Except for aesthetics we've gotten along great as neighbors, I hope we can resolve this issue and continue to live happily next to each other.

Thanks,
Russ

-

To: russell
Cc: Laura
Subject: Re: You and Us

Dave can also do 10:15 on Wed

On Thu, May 4, 2017 at 2:09 PM, Ilonka Sonja Taylor <istaylor99@gmail.com> wrote:

Sure. I can meet next Wed around 10:15. I am waiting for Dave to call me back to confirm that he can as well.

Does that work for you?

tx

On Wed, May 3, 2017 at 11:34 PM, russell <rschaible@mindspring.com> wrote:

Hi Sonja - We need to talk about your property and how it effects our property. We talked with Dave several months ago, and I thought we had an agreement, but we seem to be back at square one. Please let us know when you can meet with you so we can hopefully come to some conclusion - we have been good neighbors for years, and our hope is to remain so, but this aesthetics situation has to be finalized once and for all.

Thanks,
Russ

From: russell <[REDACTED]>
To: McBurney, Patrick <MCBURNEYP@charleston-sc.gov>
Date: 3/13/2023 3:26:42 PM
Subject: RE: City Garbage and Refuse Collection at Curb

CAUTION: This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No, just the City statutes. Will just have to start reporting them for every petty action, you and your friends may be hearing from us a lot ;)

-----Original Message-----

From: McBurney, Patrick <MCBURNEYP@charleston-sc.gov>
Sent: Mar 13, 2023 1:02 PM
To: russell <[REDACTED]>
Subject: RE: City Garbage and Refuse Collection at Curb

Do you have an HOA there. There might be something in their Bylaws.

-----Original Message-----

From: russell
Sent: Monday, March 13, 2023 12:43 PM
To: McBurney, Patrick
Subject: RE: City Garbage and Refuse Collection at Curb

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Thanks Pat, they are impossible to talk to, we've tried in the past. They do these things on purpose and communicating with them only lets them know these acts are an annoyance and encourages them more. We've tried ignoring these actions for years but that hasn't worked either, only thing left is going thru official channels. Thanks again!

Regards,

Russ Schaible

-----Original Message-----

From: McBurney, Patrick
Sent: Mar 13, 2023 10:35 AM
To: russell
Subject: RE: City Garbage and Refuse Collection at Curb

Good morning,

Environmental Services requires the brush and garbage to be placed in front of the residence that puts it out unless they have made other arrangements with them. They have to be able to notify the correct owner if there is a problem with items that are put out. The vehicle over the property line would be a civil issue along with shooting grass clipping in your driveway. Have you talked to them about it. You would have to contact the Magistrate Court.
Patrick McBurney

-----Original Message-----

From: russell

8/1/2025



Sent: Monday, March 13, 2023 9:56 AM
To: McBurney, Patrick
Subject: RE: City Garbage and Refuse Collection at Curb

CAUTION: This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Pat - Another question while you're looking into this issue. Among the other problems we have with this neighbor is various violations with the property line, parking vehicles over the line, shooting grass clippings onto our driveway, etc. Are these issues your Dept handles, and if not who should we be contacting?

Thanks.
Russ Schaible
-----Original Message-----
From: McBurney, Patrick
Sent: Mar 9, 2023 2:15 PM
To: russell
Subject: RE: City Garbage and Refuse Collection at Curb

I am looking into it. Your not being a stickler.
Pat

-----Original Message-----
From: russell
Sent: Thursday, March 9, 2023 10:15 AM
To: McBurney, Patrick
Subject: City Garbage and Refuse Collection at Curb

CAUTION: This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr McBurney, we spoke on Monday about a problem we're having with a neighbor when putting items at the curb for pick-up. To reiterate:

This neighbor interferes with items we place at the curb. Our house is set back from the street on a long driveway so our only street frontage is the driveway itself. We try to put collection items on our side of the property line, but with such limited frontage and to avoiding blocking the driveway sometimes things are a few feet over the line. You said in our conversation the rules require us to put curb items within our property lines despite being on City property in the right of way, and this could be found with the Municipal Codes online. I checked there, but it only states items are to be put at the curb with no mention of the property lines.

Could you possibly double check this, while we agree it's neighborly to only put items in front of your own property, and are trying to be as considerate as possible, our situation makes this sometimes impossible, and our neighbor who's had numerous violations and problems with the City is just being difficult for the sake of it. If the property line rule is official a specific reference or copy to this would be much appreciated. Sorry for being sticklers, but this is the only way to deal with this ornery neighbor.

Thanks for the Help,
Russell Schaible
[REDACTED]
(cell)

8/1/2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2025-CP-10-03402
Laura and Russell Schaible,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	<u>DEFENDANTS' AMENDED</u>
	)	<u>PRETRIAL BRIEF</u>
Ionka Sonja Taylor and David Abdo,	)	
	)	
Defendants.	)	
	)	

1. An objective statement of the facts of the case.

This dispute arises from an easement affecting three (3) lots in the subdivision known as The Crescent. Plaintiffs Laura and Russell Schaible own Lot 5, Block K, 31 Broughton Road (TMS No. 421-14-00-023) (hereinafter "Lot 5") and Defendants Ionka Sonja Taylor and David Abdo own Lot 6, Block K, 29 Broughton Road (TMS No. 421-12-00-024) (hereinafter "Lot 6"). The other lot that benefits from the easement is Lot 4, Block K, 33 Broughton Road (TMS No. 421-12-00-022) (hereinafter "Lot 4") owned by Anne Carr who is not a party to this lawsuit. Plaintiffs filed this lawsuit on January 30, 2018 against Defendants seeking a declaratory judgment voiding the easement that burdens their lot and benefits the adjacent property owned by the Defendants. Defendants counterclaimed, seeking a declaratory judgment that certain deeds in the chain of title mistakenly described the easement's location, and requesting that the Court reform the deed to show the correct description of the Property in accordance with the other deeds found in the chain of title for Lots 4 and 6.

The easement at issue is a 15-foot strip of land for purposes of ingress and egress from Broughton Road to Lots 4, 5, and 6. As suggested by the lot designations, Lot 5 is located between

Lots 4 and 6. The easement is part of Lot 5 and serves as a driveway for Lots 4, 5 and 6, stretching from Broughton Road and ending at the Plaintiffs' property. Defendants have used the easement for ingress/egress access since they purchased Lot 6.

The properties are shown in a deed from Wappoo Realty Company to Marie G. Dwight in a plat prepared by J.P. Gaillard in February 1929 (the "Gaillard Plat"). The Gaillard Plat shows an easement exists between Lots 4 and 6 providing access for all three lots from Broughton Road. Defendants received title to Lot 6 through a deed recorded in Book J637, Page 091 in the Charleston County Register of Deeds Office on August 30, 2007. The property description in that deed includes language conveying to the Plaintiffs "the permanent easement over a fifteen-foot strip of land a part of Lot 5, Block K, lying between Lot 4, Block K and Lot 6, Block K, as shown on the aforesaid plat, for the purposes of ingress and egress to Lot 6, Block K, hereinabove described from Broughton Road." Plaintiffs own Lot 5 pursuant to a deed recorded in Book 559 Page 376 in the Charleston County Register of Deeds. The property description states the lot "is conveyed subject to the easements therein granted by Charles S. Dwight by deeds of conveyance conveying lots 6 and 4, Block K..." Thus, the Plaintiffs driveway is subject to the easement which the Defendants are entitled to use for ingress/egress access.

The Plaintiffs argue that an easement does not exist because one deed in the Defendants' chain of title mistakenly describes the easement as lying between Lots 4 and 5 rather than between Lots 4 and 6. Specifically, on May 11, 1940, Charles S. Dwight acquired title to Lot 4, Lot 5, and Lot 6 from Marie G. Dwight by deed recorded in Charleston County ROD Office at Book R51, Page 125. That deed correctly describes the easement as lying between Lots 4 and 6. In September 1959, Mr. Dwight conveyed Lot 6 to Rebecca Palmer, a predecessor in title to Defendants, by a deed recorded in Book R68 Page 10 in the Charleston County ROD Office (the

“1959 Palmer deed”). In December 1959, Mr. Dwight conveyed Lot 4 to John J. Murray and Irma J. Murray through a deed recorded in Book 68, Page 122. The Murrays are predecessor in title to Ms. Ann Carr, the current owner of Lot 4.

The 1959 deeds signed by Mr. Dwight are identical in all material terms, but for a scrivener’s error in the description of the location of the easement. The deed from Mr. Dwight conveying Lot 4 to the Murrays, and all other deeds conveying Lot 4 including the one to Ms. Carr, contain the following language:

Together with a permanent easement over a fifteen-foot strip of land, a part of Lot 5, Block K, lying between Lot 4, Block K, and Lot 6, Block K, as shown on the above referred to plat, for the purposes of ingress and egress to Lot 4, Block K, hereinabove described, from Broughton Road. Said easement is necessary for proper use of said lot and is appendant and appurtenant thereto, and shall be used jointly by the owners of Lot 4, 5, and 6, Block K, their heirs and assigns, and their agents, servants, and invites, for purposes of ingress and egress to and from Broughton Road.

The only difference between this description of the easement and the one in the 1959 Palmer deed is that the Palmer deed mistakenly describes the easement as “lying between Lot 4, Block K and Lot 5, Block K, as shown on the [Gaillard Plat] ...”. Rebecca Palmer conveyed Lot 6 to Charles E. Palmer, Jr. and Faye Palmer Priester, as co-trustees under the terms of the Qualified Personal Residence Trust created in December 1998. Through a series of transfers, Lot 6 was conveyed to Charles Palmer, Jr., Faye Palmer Priester, and Sarah Palmer Reynolds, each with a one-twelfth interest in the property. Each of these deeds refers to the Gaillard Plat, which clearly shows a 15-foot access point between Lot 4 and 6, despite the mistaken property description. In addition, all deeds in the chain of title for Lot 5 owned by the Plaintiffs describe the property as subject to this easement.

Despite the mistaken written description in the Palmer deeds, the clear intent of all the deeds is that an easement lies between Lots 4 and 6. Even in the Palmer deeds, the written

description describes the easement as “appendant and appurtenant” to Lot 6. Looking at the Gaillard Plat, the only strip of land touching and attached to Lot 6 is the 15-foot easement. Thus, the only reasonable interpretation of the conveyance history is that the easement is in fact the 15-foot driveway from Broughton Road between Lot 4 and Lot 6. The Plaintiffs’ attempt to rely on a scrivener’s error that states Lot 5 instead of Lot 6 to assert the Defendants have no right to use the easement and that it is void, despite the remaining portion of the property description and the Gaillard Plat which unmistakably show otherwise. Moreover, every deed in the Lot 4 chain of title and every deed prior to 1959 in the Lot 6 chain of title describe an easement as lying between Lot 4 and Lot 6. The Defendants’ deed to Lot 6 includes the correct description of the easement’s location, and the Defendants have used this access point for over a decade. In addition, the easement and plat do not delineate any specific access points which the Defendants or the owners of Lot 4 are limited on either side of the easement, and the easement does not in any way restrict the Defendants’ ability to use the easement at any and all points where the property line abuts the easement. It is clear that an easement exists between Lots 4 and 6, that Plaintiffs purchased Lot 5 subject to said easement, and that the correct description of the property is that the easement lies “between Lot 4, Block K and Lot 6, Block K.”

Ultimately, it will be apparent from the testimony that this lawsuit is not really about whether Defendants have an easement benefitting Lot 6. Instead, the Plaintiffs’ true objective is to limit the scope of the easement and to restrict the manner in which the Defendants can use their own property. Even though the easement is immediately adjacent along a boundary line for Defendants’ property, Plaintiffs claim that Defendants may only use the easement to access a single point of Lot 6 where a driveway apron is located leading to Defendants’ garage. Additionally, Plaintiffs claim that Defendants can only park cars on the garage apron or in their

garage. Plaintiffs object to Defendants' use of their own property to park vehicles in places other than the garage apron or in the garage and seek a court order to restrict Defendants' use of Lot 6 for parking.

2. An objective statement of the facts in controversy.

- a. Where is the easement located according to the Gaillard Plat?
- b. Where is the easement located according to the Defendants' deed?
- c. Where is the easement located according to the 1959 Palmer deed?
- d. Where is the easement located according to the 1959 Murray deed?
- e. Does the chain of title of Lot 4 show that an easement was conveyed between Lots 4 and 6?
- f. Does the chain of title of Lot 6 show that an easement was conveyed between Lots 4 and 6?
- g. What is the scope of the easement that burdens Lot 5?
- h. Are Defendants limited to using the easement to access the concrete apron adjacent to their garage or can Defendants use the easement to access any part of Lot 6 that is adjacent to the easement?

3. The legal issues involved.

- a. Is there an easement between Lot 4 and Lot 6?
- b. What is the scope of the easement?
- c. Is the property description in the 1959 Palmer deed ambiguous?
- d. Is the property description in the 1959 Murray deed ambiguous?
- e. Is the property description in the Defendants' deed ambiguous?
- f. Does the description in the 1959 Palmer deed include a scrivener's error?

- g. Do the Defendants have the right to access the easement?
 - h. Does the easement provide the Defendants ingress and egress access to Lot 6?
 - i. Is the easement necessary to the Defendants' enjoyment of Lot 6?
 - j. Is the easement an easement in gross or an appurtenant easement?
 - k. Is the easement void?
 - l. Are the Defendants entitled to reformation of the deeds in the chain of title to reflect the easement exists between Lot 4 and Lot 6?
4. **A listing of exhibits, indicating those to which there is disagreement and a listing of witnesses who may be called and, if available, their addresses and phone numbers.**

Exhibits

The exhibits of Defendants include the following instruments recorded in the Charleston Count Register of Deeds Office:

- a. 1929 Gaillard Plat – Book F35 Page 168
- b. Lot 4
 - a. January 7, 1997 Deed – Book R278 Page 42
 - b. April 27, 2000 Deed – Book M 346 Page 858
 - c. June 4, 2003 Deed – Book C453 Page 154
 - d. April 15, 2009 Deed – Book 0047 Page 756
- c. Lot 5
 - a. April 28, 1972 Deed – Book F99 Page 350
 - b. October 21, 2005 Deed – Book D559 Page 376
- d. Lot 6
 - a. May 24, 1929 Deed – Book F35 Page 168
 - b. May 11, 1940 Deed – Book R51 Page 125

- c. December 17, 1959 Deed – Book W68 Page 122
- d. September 24, 1959 Deed – Book R68 Page 10
- e. December 22, 1998 Deed – Book V317 Page 567
- f. December 22, 1998 Qualified Personal Residence Trust Agreement – Book Y
317 Page 016
- g. July 6, 2004 Deed – Book T502 Page 845
- h. July 6, 2004 Deed – Book T502 Page 831
- i. July 6, 2004 Deed – Book T502 Page 838
- j. July 6, 2004 Deed – Book T502 Page 852
- k. July 6, 2004 Deed – Book T502 Page 845
- l. July 6, 2004 Deed – Book T502 Page 859
- m. July 7, 2004 Deed – Book T502 Page 866
- n. July 7, 2004 Deed – Book T502 Page 872
- o. July 7, 2004 Deed – Book T502 Page 878
- p. August 31, 2007 Deed – Book J637 Page 095

Witnesses

- a. Plaintiffs
- b. Ionka Sonja Taylor
- c. David Abdo
- d. Anne Carr

5. Any unusual problems relating to evidence to be introduced, such as “Business Records as Evidence Act,” hearsay, use of depositions, etc.

None at this time.

6. Any unusual question or matter that should be brought to the attention of the Court.

None.

7. A statement that settlement negotiations were attempted before the date for trial and the status of the settlement negotiations.

The parties participated in mediation on November 18, 2019 but were unable to reach an agreement.

s/John A. Massalon
John A. Massalon (SC Bar #10279)
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR DEFENDANTS

CHARLESTON, SOUTH CAROLINA

June 23, 2021



Julie J. Armstrong
Charleston County Clerk of Court

**Charleston County
Circuit Court Case Details
Public Index**

[Charleston County Home Page](#) [Clerk of Court Home Page](#) [Magistrates Court](#) [SC Judicial Home Page](#) [Search Tips](#)

Switch View

Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number:	2018CP1000440	Court Agency:	Common Pleas	Filed Date:	01/30/2018
Case Type:	Common Pleas	Case Sub Type:	Permanent Injunc 830	File Type:	Non-Jury
Status:	Dismissed	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Dismissed per Rule 40J	Disposition Date:	12/07/2023	Disposition Judge:	Scarborough, Mikell R.
Original Source Doc:		Original Case #:		Restore Reason:	Reopen Case for Rule 40J - Original Case
Judgment Number:		Court Roster:			

Case Parties [Judgments](#) [Tax Map Information](#) [Associated Cases](#) [Actions](#) [Financials](#)

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Schaible, Laura	NEF(06-12-2025 12:10:11 PM) Order/Restore Case To Active...	Filing		06/12/2025-12:10		
Schaible, Laura	Amended Consent Order Restoring Case to Docket Pursuant Rule	Order		06/12/2025-12:10		
Schaible, Laura	NEF(06-11-2025 11:27:18 AM) Proposed Order/Restore Case ...	Filing		06/11/2025-11:48		
Schaible, Laura	Order/Order to Restore Rule 40J Coversheet	Filing		06/11/2025-11:27		
Schaible, Laura	Decline to Sign:Order/Restore Case To Active Docket	Filing		06/09/2025-12:14		
Taylor, Ionka Sonja	NEF(05-20-2025 09:55:14 AM) Order/Substitution Of Counsel...	Filing		05/20/2025-09:55		
Taylor, Ionka Sonja	Order/Substitution Of Counsel f/Defnts	Order		05/20/2025-09:55		
Taylor, Ionka Sonja	NEF(05-15-2025 05:00:02 PM) Notice/Notice of Appearance	Filing		05/16/2025-12:09		
Taylor, Ionka Sonja	Notice/Notice of Appearance	Filing		05/15/2025-17:00		
Abdo, David	Order/Order Cover Sheet \$25.00	Filing		05/15/2025-17:00		
Schaible, Laura	NEF(02-18-2025 01:23:54 PM) Proposed Order/Restore Case ...	Filing		02/18/2025-13:45		
Schaible, Laura	Order/Order to Restore Rule 40J Coversheet	Filing		02/18/2025-13:23		
Lenhardt, Robert Cody Jr.	2/18/2025_MOTION_Roster/Notice of Motions Roster Publication	Action		01/21/2025-11:15		
Massalon, John A.	2/18/2025_MOTION_Roster/Notice of Motions Roster Publication	Action		01/21/2025-11:15		
Lesemann, Ellis Reed-Hill	2/18/2025_MOTION_Roster/Notice of Motions Roster Publication	Action		01/21/2025-11:15		
Gowder, W. Andrew Jr.	2/18/2025_MOTION_Roster/Notice of Motions Roster Publication	Action		01/21/2025-11:15		
Moore, Patrick Hollingsworth	2/18/2025_MOTION_Roster/Notice of Motions Roster Publication	Action		01/21/2025-11:15		
Schaible, Russell	NEF(12-02-2024 09:32:53 AM) Motion/Restore Case	Filing		12/02/2024-09:38		
Schaible, Laura	Motion/Restore Case to Docket Pursuant to Rule 40(J)	Motion		12/02/2024-09:32	02/18/2025-09:32	
Schaible, Laura	NEF(09-23-2024 10:35:15 AM) Notice/Notice of Appearance	Filing		09/23/2024-10:35		
Schaible, Laura	Notice/Notice of Appearance	Filing		09/23/2024-10:35		
Schaible, Laura	NEF(12-07-2023 11:27:03 AM) Order/Electronic Form 4	Filing		12/07/2023-11:27		
Schaible, Laura	Order: Action Stricken Rule 40j	Order		12/07/2023-11:27		
Schaible, Laura	NEF(05-16-2023 10:42:26 AM) Notice/Notice of Appearance	Filing		05/16/2023-10:42	12/07/2023-10:42	
Schaible, Laura	Notice/Notice of Appearance	Filing		05/16/2023-10:42	12/07/2023-10:42	
Taylor, Ionka Sonja	NEF(03-24-2023 04:53:54 PM) Notice/Notice of Appearance	Filing		03/24/2023-16:54	12/07/2023-16:54	
Taylor, Ionka Sonja	Notice/Notice of Appearance	Filing		03/24/2023-16:53	12/07/2023-16:53	
Schaible, Laura	Order/Referred to Master (Reference Only, No Image)	Order		02/12/2021-15:05	12/07/2023-15:05	
Schaible, Laura	NEF(02-12-2021 03:04:07 PM) Order/Electronic Form 4	Filing		02/12/2021-15:04	12/07/2023-15:04	
Schaible, Laura	Order/Case Referred to Master	Order		02/12/2021-15:04	12/07/2023-15:04	
Lenhardt, Robert Cody Jr.	2/15/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		01/22/2021-08:52	12/07/2023-08:52	

Record - 0472

Massalon, John A.	2/15/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		01/22/2021-08:52	12/07/2023-08:52	
Lenhardt, Robert Cody Jr.	1/18/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		01/11/2021-11:09	12/07/2023-11:09	
Massalon, John A.	1/18/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		01/11/2021-11:09	12/07/2023-11:09	
Massalon, John A.	1/18/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		12/16/2020-11:29	12/07/2023-11:29	
Lenhardt, Robert Cody Jr.	1/18/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		12/16/2020-11:29	12/07/2023-11:29	
Lenhardt, Robert Cody Jr.	11/30/2020_NJR_Roster/Notice of Case Roster Publication Sent	Action		11/03/2020-09:33	12/07/2023-09:33	
Massalon, John A.	11/30/2020_NJR_Roster/Notice of Case Roster Publication Sent	Action		11/03/2020-09:33	12/07/2023-09:33	
Schaible, Laura	NEF(10-23-2020 10:50:04 AM) Answer/Answer To Amended Com...	Filing		10/23/2020-11:11	12/07/2023-11:11	
Schaible, Laura	Plaintiffs Answer to CounterClaims	Filing		10/23/2020-10:50	12/07/2023-10:50	
Taylor, Ionka Sonja	NEF(09-17-2020 12:39:43 PM) Answer/Amended Answer And Co...	Filing		09/17/2020-13:14	12/07/2023-13:14	
Taylor, Ionka Sonja	Defendants Am/Answer & Counterclaim to Pltffs Complaint	Filing		09/17/2020-12:39	12/07/2023-12:39	
Taylor, Ionka Sonja	NEF(09-10-2020 02:09:57 PM) Order/Electronic Form 4	Filing		09/10/2020-14:10	12/07/2023-14:10	
Taylor, Ionka Sonja	Order/Defnts Motion/Amend & Supp Motion/Amend Granted	Order		09/10/2020-14:09	12/07/2023-14:09	
Schaible, Laura	NEF(06-12-2020 05:03:09 PM) Memo/Memo in Opposition	Filing		06/15/2020-09:33	12/07/2023-09:33	
Schaible, Laura	Memo/Opp to Mot/Amend Answer & Supplemental Mot/Amend Answer	Filing		06/12/2020-17:03	12/07/2023-17:03	
Massalon, John A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-11:04	12/07/2023-11:04	
Lenhardt, Robert Cody Jr.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-11:04	12/07/2023-11:04	
Massalon, John A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-11:04	12/07/2023-11:04	
Lenhardt, Robert Cody Jr.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-11:04	12/07/2023-11:04	
Lenhardt, Robert Cody Jr.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:48	12/07/2023-08:48	
Lenhardt, Robert Cody Jr.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:48	12/07/2023-08:48	
Massalon, John A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:48	12/07/2023-08:48	
Massalon, John A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:48	12/07/2023-08:48	
Massalon, John A.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-14:15	12/07/2023-14:15	
Lenhardt, Robert Cody Jr.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-14:15	12/07/2023-14:15	
Lenhardt, Robert Cody Jr.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-14:15	12/07/2023-14:15	
Massalon, John A.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-14:15	12/07/2023-14:15	
Massalon, John A.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/09/2020-11:28	12/07/2023-11:28	
Massalon, John A.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/09/2020-11:28	12/07/2023-11:28	
Lenhardt, Robert Cody Jr.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/09/2020-11:28	12/07/2023-11:28	
Lenhardt, Robert Cody Jr.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/09/2020-11:28	12/07/2023-11:28	
Taylor, Ionka Sonja	NEF(02-25-2020 04:39:57 PM) Motion/Alter and/or Amend	Filing		02/26/2020-08:41	12/07/2023-08:41	
Taylor, Ionka Sonja	Supplemental Motion/Amend Answer	Motion		02/25/2020-16:39	06/23/2020-16:39	
Schaible, Laura	NEF(02-04-2020 11:07:36 AM) Order/Protection from Court ...	Filing		02/04/2020-11:07	12/07/2023-11:07	
Schaible, Laura	Order/Protection from Court Appearance	Order		02/04/2020-11:07	12/07/2023-11:07	
Schaible, Laura	NEF(02-04-2020 10:17:34 AM) Proposed Order/Protection fr...	Filing		02/04/2020-10:26	12/07/2023-10:26	
Schaible, Laura	Order/Order Cover Sheet \$25.00	Filing		02/04/2020-10:17	12/07/2023-10:17	
Lenhardt, Robert Cody Jr.	3/2/2020_NJR_Roster/Notice of Case Roster Publication Sent	Action		02/03/2020-08:22	12/07/2023-08:22	
Massalon, John A.	3/2/2020_NJR_Roster/Notice of Case Roster Publication Sent	Action		02/03/2020-08:22	12/07/2023-08:22	
Taylor, Ionka Sonja	NEF(11-21-2019 03:40:23 PM) Motion/Alter and/or Amend	Filing		11/22/2019-10:21	12/07/2023-10:21	
Abdo, David	Motion/Amend Answer	Motion		11/21/2019-15:40	06/23/2020-15:40	
Schaible, Laura	Order/Scheduling Order	Order		10/22/2019-12:31	12/07/2023-12:31	
Schaible, Laura	Order/Order Filing Fee	Filing		10/14/2019-12:42	12/07/2023-12:42	
	Order-Motion to Dismiss is Denied	Order		09/25/2019-12:50	12/07/2023-12:50	
	Defendants' Memo in Support of Motion to Dismiss, crt/srv	Filing		09/20/2019-09:54	12/07/2023-09:54	
Lenhardt, Robert Cody Jr.	10/7/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		09/12/2019-12:00	12/07/2023-12:00	

Massalon, John A.	10/7/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		09/12/2019-12:00	12/07/2023-12:00	
Massalon, John A.	9/23/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		07/19/2019-08:51	12/07/2023-08:51	
Lenhardt, Robert Cody Jr.	9/23/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		07/19/2019-08:51	12/07/2023-08:51	
Lenhardt, Robert Cody Jr.	7/22/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		06/19/2019-11:10	12/07/2023-11:10	
Massalon, John A.	7/22/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		06/19/2019-11:10	12/07/2023-11:10	
Massalon, John A.	Defnt Amended Motion/Amend scheduling order & Crt/Srv	Motion		06/14/2019-09:53	07/02/2019-09:53	
Massalon, John A.	Defnt Motion/Amend Scheduling Hearing & Crt/Srv	Motion		06/13/2019-12:33	07/02/2019-12:33	
Taylor, Ionka Sonja	Motion/Motion Filing Fee	Filing		06/12/2019-13:34	12/07/2023-13:34	
	Plaintiffs' Memo in Opposition to Motion to Dismiss	Filing		04/19/2019-13:58	12/07/2023-13:58	
Lenhardt, Robert Cody Jr.	4/23/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		03/20/2019-08:35	12/07/2023-08:35	
Massalon, John A.	4/23/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		03/20/2019-08:35	12/07/2023-08:35	
	Consent Scheduling Order	Order		02/22/2019-11:37	12/07/2023-11:37	
Schaible, Laura	Order/Order Filing Fee	Filing		02/20/2019-11:44	12/07/2023-11:44	
Lenhardt, Robert Cody Jr.	Roster/Notice of Motions Roster Publication Sent			02/06/2019-13:53	12/07/2023-13:53	
Massalon, John A.	Roster/Notice of Motions Roster Publication Sent			02/06/2019-13:53	12/07/2023-13:53	
Taylor, Ionka Sonja	Motion/Motion Filing Fee	Filing		11/09/2018-13:08	12/07/2023-13:08	
Massalon, John A.	Defnt Motion/Dismiss & Crt/Srv	Motion		11/09/2018-10:10	09/24/2019-10:10	
	Amended Answer of the defendants, crt/srv	Filing		09/27/2018-15:59	12/07/2023-15:59	
	Defnts Answer & cert/srv	Filing		04/20/2018-15:10	12/07/2023-15:10	
	Acceptance Of Service	Filing		03/23/2018-11:10	12/07/2023-11:10	
Schaible, Laura	Summons & Complaint	Filing		01/30/2018-14:37	12/07/2023-14:37	



Charleston County
Master in Equity Case Details
Public Index

[Charleston County Home Page](#) [Clerk of Court Home Page](#) [Magistrates Court](#) [SC Judicial Home Page](#) [Search Tips](#)

Switch View

Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number:	2018CP1000440	Court Agency:	Master In Equity	Filed Date:	02/12/2021
Case Type:	Common Pleas	Case Sub Type:	Permanent Injunc 830	File Type:	Non-Jury
Status:	Disposed	Assigned Judge:	Scarborough, Mikell R.		
Disposition:	Ended by Non Jury	Disposition Date:	02/05/2026	Disposition Judge:	Scarborough, Mikell R.
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

[Case Parties](#) [Judgments](#) [Tax Map Information](#) [Associated Cases](#) [Actions](#) [Financials](#)

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Schaible, Laura	Masters Note -	Action		10/22/2025-09:59	02/05/2026-09:59	
Gowder, W. Andrew Jr.	10/22/2025_MIECON_Roster/Notice of Motions Roster Publicatio	Action		09/26/2025-15:39	02/05/2026-15:39	
Moore, Patrick Hollingsworth	10/22/2025_MIECON_Roster/Notice of Motions Roster Publicatio	Action		09/26/2025-15:39	02/05/2026-15:39	
Williams, Jennifer	10/22/2025_MIECON_Roster/Notice of Motions Roster Publicatio	Action		09/26/2025-15:39	02/05/2026-15:39	
Schaible, Laura	Master/TRIAL DATE CERTAIN-Oct. 22 at 9:30	Action		09/18/2025-16:13	11/05/2025-16:13	
Schaible, Laura	NEF(06-12-2025 12:10:11 PM) Order/Restore Case To Active...	Filing		06/12/2025-12:10	12/07/2023-12:10	
Schaible, Laura	Amended Consent Order Restoring Case to Docket Pursuant Rule	Order		06/12/2025-12:10	12/07/2023-12:10	
Schaible, Laura	NEF(06-11-2025 11:27:18 AM) Proposed Order/Restore Case ...	Filing		06/11/2025-11:48	12/07/2023-11:48	
Schaible, Laura	Order/Order to Restore Rule 40J Coversheet	Filing		06/11/2025-11:27	12/07/2023-11:27	
Schaible, Laura	Masters Note -	Action		06/09/2025-12:04	12/07/2023-12:04	
Taylor, Ionka Sonja	NEF(05-20-2025 09:55:14 AM) Order/Substitution Of Counse...	Filing		05/20/2025-09:55	12/07/2023-09:55	
Taylor, Ionka Sonja	Order/Substitution Of Counsel f/Defnts	Order		05/20/2025-09:55	12/07/2023-09:55	
Taylor, Ionka Sonja	NEF(05-15-2025 05:00:02 PM) Notice/Notice of Appearance	Filing		05/16/2025-12:09	12/07/2023-12:09	
Taylor, Ionka Sonja	Notice/Notice of Appearance	Filing		05/15/2025-17:00	12/07/2023-17:00	
Abdo, David	Order/Order Cover Sheet \$25.00	Filing		05/15/2025-17:00	12/07/2023-17:00	
Moore, Patrick Hollingsworth	6/9/2025_HEARING_Roster/Notice of Motions Roster Publication	Action		05/12/2025-11:52	12/07/2023-11:52	
Massalon, John A.	6/9/2025_HEARING_Roster/Notice of Motions Roster Publication	Action		05/12/2025-11:52	12/07/2023-11:52	
Lesemann, Ellis Reed-Hill	6/9/2025_HEARING_Roster/Notice of Motions Roster Publication	Action		05/12/2025-11:52	12/07/2023-11:52	
Gowder, W. Andrew Jr.	6/9/2025_HEARING_Roster/Notice of Motions Roster Publication	Action		05/12/2025-11:52	12/07/2023-11:52	
Schaible, Laura	Master/Status-June 9 at 12:00	Action		05/12/2025-11:48	12/07/2023-11:48	
Schaible, Laura	NEF(02-18-2025 01:23:54 PM) Proposed Order/Restore Case ...	Filing		02/18/2025-13:45	12/07/2023-13:45	
Schaible, Laura	Order/Order to Restore Rule 40J Coversheet	Filing		02/18/2025-13:23	12/07/2023-13:23	
Schaible, Russell	NEF(12-02-2024 09:32:53 AM) Motion/Restore Case	Filing		12/02/2024-09:38	12/07/2023-09:38	
Schaible, Laura	Motion/Restore Case to Docket Pursuant to Rule 40(J)	Motion		12/02/2024-09:32	06/09/2025-09:32	
Schaible, Laura	NEF(09-23-2024 10:35:15 AM) Notice/Notice of Appearance	Filing		09/23/2024-10:35	12/07/2023-10:35	
Schaible, Laura	Notice/Notice of Appearance	Filing		09/23/2024-10:35	12/07/2023-10:35	
Schaible, Laura	NEF(12-07-2023 11:27:03 AM) Order/Electronic Form 4	Filing		12/07/2023-11:27	12/07/2023-11:27	
Schaible, Laura	Order: Action Stricken Rule 40J	Order		12/07/2023-11:27	12/07/2023-11:27	
Schaible, Laura	NEF(05-16-2023 10:42:26 AM) Notice/Notice of Appearance	Filing		05/16/2023-10:42	12/07/2023-10:42	
Schaible, Laura	Notice/Notice of Appearance	Filing		05/16/2023-10:42	12/07/2023-10:42	
Schaible, Laura	Masters Note -	Action		04/10/2023-15:09	12/07/2023-15:09	
Schaible, Laura	Masters Note -	Action		04/05/2023-11:21	12/07/2023-11:21	
Schaible, Laura	Master/Status Hearing-April 12 at 3:30	Action		03/27/2023-11:13	04/12/2023-11:13	
Taylor, Ionka Sonja	NEF(03-24-2023 04:53:54 PM) Notice/Notice of Appearance	Filing		03/24/2023-16:54	12/07/2023-16:54	
Taylor, Ionka Sonja	Notice/Notice of Appearance	Filing		03/24/2023-16:53	12/07/2023-16:53	
Lenhardt, Robert Cody Jr.	4/3/2023_HEARING_Roster/Notice of Motions Roster Publication	Action		03/09/2023-13:23	12/07/2023-13:23	

Record - 0475

Massalon, John A.	4/3/2023_HEARING_Roster/Notice of Motions Roster Publication	Action		03/09/2023-13:23	12/07/2023-13:23	
Schaible, Laura	Master/Status Hearing-April 3 at 11:00	Action		03/09/2023-12:14	03/27/2023-12:14	
Schaible, Laura	Masters Note -	Action		11/30/2022-15:45	12/07/2023-15:45	
Schaible, Laura	Masters Note -	Action		06/24/2021-09:36	12/07/2023-09:36	
Massalon, John A.	6/24/2021_MIECON_Roster/Notice of Motions Roster Publication	Action		06/01/2021-12:42	12/07/2023-12:42	
Lenhardt, Robert Cody Jr.	6/24/2021_MIECON_Roster/Notice of Motions Roster Publication	Action		06/01/2021-12:42	12/07/2023-12:42	
Schaible, Laura	Master/In-Person-Trial Date Certain June 24, 2021	Action		06/01/2021-12:41	07/02/2021-12:41	
Schaible, Laura	Masters Note -	Action		05/10/2021-10:03	12/07/2023-10:03	
Lenhardt, Robert Cody Jr.	5/10/2021_HEARING_Roster/Notice of Motions Roster Publicatio	Action		05/03/2021-15:13	12/07/2023-15:13	
Massalon, John A.	5/10/2021_HEARING_Roster/Notice of Motions Roster Publicatio	Action		05/03/2021-15:13	12/07/2023-15:13	
Schaible, Laura	Master/WebEx-Status Hearing May 10 at 10:00	Action		05/03/2021-15:01	05/18/2021-15:01	
Schaible, Laura	Master/Reference Fees Paid	Action		03/11/2021-15:01	12/07/2023-15:01	
Schaible, Laura	Master/Miscellaneous Filing	Filing		03/11/2021-15:01	12/07/2023-15:01	
Schaible, Laura	Order/Referred to Master (Reference Only, No Image)	Order		02/12/2021-15:05	12/07/2023-15:05	
Schaible, Laura	NEF(02-12-2021 03:04:07 PM) Order/Electronic Form 4	Filing		02/12/2021-15:04	12/07/2023-15:04	
Schaible, Laura	Order/Case Referred to Master	Order		02/12/2021-15:04	12/07/2023-15:04	
Massalon, John A.	2/15/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		01/22/2021-08:52	12/07/2023-08:52	
Lenhardt, Robert Cody Jr.	2/15/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		01/22/2021-08:52	12/07/2023-08:52	
Lenhardt, Robert Cody Jr.	1/18/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		01/11/2021-11:09	12/07/2023-11:09	
Massalon, John A.	1/18/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		01/11/2021-11:09	12/07/2023-11:09	
Massalon, John A.	1/18/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		12/16/2020-11:29	12/07/2023-11:29	
Lenhardt, Robert Cody Jr.	1/18/2021_NJR_Roster/Notice of Case Roster Publication Sent	Action		12/16/2020-11:29	12/07/2023-11:29	
Lenhardt, Robert Cody Jr.	11/30/2020_NJR_Roster/Notice of Case Roster Publication Sent	Action		11/03/2020-09:33	12/07/2023-09:33	
Massalon, John A.	11/30/2020_NJR_Roster/Notice of Case Roster Publication Sent	Action		11/03/2020-09:33	12/07/2023-09:33	
Schaible, Laura	NEF(10-23-2020 10:50:04 AM) Answer/Answer To Amended Com...	Filing		10/23/2020-11:11	12/07/2023-11:11	
Schaible, Laura	Plaintiffs Answer to CounterClaims	Filing		10/23/2020-10:50	12/07/2023-10:50	
Taylor, Ionka Sonja	NEF(09-17-2020 12:39:43 PM) Answer/Amended Answer And Co...	Filing		09/17/2020-13:14	12/07/2023-13:14	
Taylor, Ionka Sonja	Defendants Am/Answer & Counterclaim to Pltffs Complaint	Filing		09/17/2020-12:39	12/07/2023-12:39	
Taylor, Ionka Sonja	NEF(09-10-2020 02:09:57 PM) Order/Electronic Form 4	Filing		09/10/2020-14:10	12/07/2023-14:10	
Taylor, Ionka Sonja	Order/Defnts Motion/Amend & Supp Motion/Amend Granted	Order		09/10/2020-14:09	12/07/2023-14:09	
Schaible, Laura	NEF(06-12-2020 05:03:09 PM) Memo/Memo in Opposition	Filing		06/15/2020-09:33	12/07/2023-09:33	
Schaible, Laura	Memo/Opp to Mot/Amend Answer & Supplemental Mot/Amend Answer	Filing		06/12/2020-17:03	12/07/2023-17:03	
Massalon, John A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-11:04	12/07/2023-11:04	
Lenhardt, Robert Cody Jr.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-11:04	12/07/2023-11:04	
Lenhardt, Robert Cody Jr.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-11:04	12/07/2023-11:04	
Massalon, John A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-11:04	12/07/2023-11:04	
Massalon, John A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:48	12/07/2023-08:48	
Lenhardt, Robert Cody Jr.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:48	12/07/2023-08:48	
Lenhardt, Robert Cody Jr.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-14:15	12/07/2023-14:15	
Massalon, John A.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-14:15	12/07/2023-14:15	
Massalon, John A.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-14:15	12/07/2023-14:15	
Lenhardt, Robert Cody Jr.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-14:15	12/07/2023-14:15	
Lenhardt, Robert Cody Jr.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/09/2020-11:28	12/07/2023-11:28	
Massalon, John A.	4/6/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/09/2020-11:28	12/07/2023-11:28	
Taylor, Ionka Sonja	NEF(02-25-2020 04:39:57 PM) Motion/Alter and/or Amend	Filing		02/26/2020-08:41	12/07/2023-08:41	
Taylor, Ionka Sonja	Supplemental Motion/Amend Answer	Motion		02/25/2020-16:39	06/23/2020-16:39	
Schaible, Laura	NEF(02-04-2020 11:07:36 AM) Order/Protection from Court ...	Filing		02/04/2020-11:07	12/07/2023-11:07	
Schaible, Laura	Order/Protection from Court Appearance	Order		02/04/2020-11:07	12/07/2023-11:07	

Schaible, Laura	NEF(02-04-2020 10:17:34 AM) Proposed Order/Protection fr...	Filing		02/04/2020-10:26	12/07/2023-10:26	
Schaible, Laura	Order/Order Cover Sheet \$25.00	Filing		02/04/2020-10:17	12/07/2023-10:17	
Lenhardt, Robert Cody Jr.	3/2/2020_NJR_Roster/Notice of Case Roster Publication Sent	Action		02/03/2020-08:22	12/07/2023-08:22	
Massalon, John A.	3/2/2020_NJR_Roster/Notice of Case Roster Publication Sent	Action		02/03/2020-08:22	12/07/2023-08:22	
Taylor, Ionka Sonja	NEF(11-21-2019 03:40:23 PM) Motion/Alter and/or Amend	Filing		11/22/2019-10:21	12/07/2023-10:21	
Abdo, David	Motion/Amend Answer	Motion		11/21/2019-15:40	06/23/2020-15:40	
Schaible, Laura	Order/Scheduling Order	Order		10/22/2019-12:31	12/07/2023-12:31	
Schaible, Laura	Order/Order Filing Fee	Filing		10/14/2019-12:42	12/07/2023-12:42	
Lenhardt, Robert Cody Jr.	10/7/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		09/12/2019-12:00	12/07/2023-12:00	
Massalon, John A.	10/7/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		09/12/2019-12:00	12/07/2023-12:00	
Massalon, John A.	9/23/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		07/19/2019-08:51	12/07/2023-08:51	
Lenhardt, Robert Cody Jr.	9/23/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		07/19/2019-08:51	12/07/2023-08:51	
Lenhardt, Robert Cody Jr.	7/22/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		06/19/2019-11:10	12/07/2023-11:10	
Massalon, John A.	7/22/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		06/19/2019-11:10	12/07/2023-11:10	
Massalon, John A.	Defnt Amended Motion/Amend scheduling order & Crt/Srv	Motion		06/14/2019-09:53	07/02/2019-09:53	
Massalon, John A.	Defnt Motion/Amend Scheduling Hearing & Crt/Srv	Motion		06/13/2019-12:33	07/02/2019-12:33	
Taylor, Ionka Sonja	Motion/Motion Filing Fee	Filing		06/12/2019-13:34	12/07/2023-13:34	
Lenhardt, Robert Cody Jr.	4/23/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		03/20/2019-08:35	12/07/2023-08:35	
Massalon, John A.	4/23/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		03/20/2019-08:35	12/07/2023-08:35	
Schaible, Laura	Order/Order Filing Fee	Filing		02/20/2019-11:44	12/07/2023-11:44	
Lenhardt, Robert Cody Jr.	Roster/Notice of Motions Roster Publication Sent			02/06/2019-13:53	12/07/2023-13:53	
Massalon, John A.	Roster/Notice of Motions Roster Publication Sent			02/06/2019-13:53	12/07/2023-13:53	
Taylor, Ionka Sonja	Motion/Motion Filing Fee	Filing		11/09/2018-13:08	12/07/2023-13:08	
Massalon, John A.	Defnt Motion/Dismiss & Crt/Srv	Motion		11/09/2018-10:10	09/24/2019-10:10	
Schaible, Laura	Summons & Complaint	Filing		01/30/2018-14:37	12/07/2023-14:37	



Julie J. Armstrong
Charleston County Clerk of Court

**Charleston County
Circuit Court Case Details
Public Index**

[Charleston County Home Page](#) [Clerk of Court Home Page](#) [Magistrates Court](#) [SC Judicial Home Page](#) [Search Tips](#)

Switch View

Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number:	2025CP1003402	Court Agency:	Common Pleas	Filed Date:	01/30/2018
Case Type:	Common Pleas	Case Sub Type:	Permanent Injunc 830	File Type:	Non-Jury
Status:	Referred To Master	Assigned Judge:	Clerk Of Court C P, G S, And Family Court	Disposition Judge:	
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties **Judgments** **Tax Map Information** **Associated Cases** **Actions** **Financials**

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Taylor, Ionka Sonja	NEF(03-04-2026 03:59:13 PM) Notice/Other	Filing		03/04/2026-16:32		
Taylor, Ionka Sonja	Notice/Appeal on Multiple Orders	Filing		03/04/2026-15:59		
Schaible, Laura	NEF(02-05-2026 08:46:50 AM) Order/Electronic Form 4	Filing		02/05/2026-08:47		
Schaible, Laura	Order/Deft Motion for Reconsideration is Denied	Order		02/05/2026-08:46		
Taylor, Ionka Sonja	NEF(01-23-2026 05:12:36 PM) Motion/Alter and/or Amend	Filing		01/26/2026-09:17		
Abdo, David	Motion/Supplement Pleadings/Crt Srv	Motion		01/23/2026-17:12	01/26/2026-17:12	
Taylor, Ionka Sonja	NEF(01-23-2026 03:45:12 PM) Filing/Other	Filing		01/23/2026-16:42		
Taylor, Ionka Sonja	NEF(01-23-2026 03:29:09 PM) Motion/Other	Filing		01/23/2026-16:01		
Taylor, Ionka Sonja	Exhibit A/Motion to Supplemental Pleadings Pur Rule 15(b)	Filing		01/23/2026-15:45		
Abdo, David	Motion/Reconsider Order filed 1/13/26	Motion		01/23/2026-15:29	01/23/2026-15:29	
Taylor, Ionka Sonja	NEF(01-23-2026 03:21:03 PM) Notice/Notice of Appearance	Filing		01/23/2026-15:26		
Taylor, Ionka Sonja	Notice of Appearance Atty Willis & Van Slambrook	Filing		01/23/2026-15:21		
Taylor, Ionka Sonja	Notice of Appearance/Crt Srv	Filing		01/23/2026-15:21		
Schaible, Laura	NEF(01-13-2026 01:20:33 PM) Master/Order/Other	Filing		01/13/2026-13:20		
Schaible, Laura	Master Order on Easement	Order		01/13/2026-13:20		
Schaible, Laura	NEF(06-12-2025 12:13:49 PM) Notice/Order to Restore to A...	Filing		06/12/2025-12:13		
Schaible, Laura	Amended Consent Order Restoring Case to Docket	Filing		06/12/2025-12:13		
Schaible, Laura	Order/Referred to Master In Equity, No Images	Order		06/12/2025-11:01		



Charleston County
Master in Equity Case Details
Public Index

[Charleston County Home Page](#) [Clerk of Court Home Page](#) [Magistrates Court](#) [SC Judicial Home Page](#) [Search Tips](#)

Switch View

Laura Schaible , plaintiff, et al VS Ionka Sonja Taylor , defendant, et al

Case Number:	2025CP1003402	Court Agency:	Master In Equity	Filed Date:	01/30/2018
Case Type:	Common Pleas	Case Sub Type:	Permanent Injunc 830	File Type:	Non-Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Ended by Non Jury	Disposition Date:	02/05/2026	Disposition Judge:	Scarborough, Mikell R.
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

[Case Parties](#) [Judgments](#) [Tax Map Information](#) [Associated Cases](#) [Actions](#) [Financials](#)

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Taylor, Ionka Sonja	Notice/Appeal on Multiple Orders	Filing		03/04/2026-15:59		
Schaible, Laura	NEF(02-05-2026 08:46:50 AM) Order/Electronic Form 4	Filing		02/05/2026-08:47	02/05/2026-08:47	
Schaible, Laura	Order/Deft Motion for Reconsideration is Denied	Order		02/05/2026-08:46	02/05/2026-08:46	
Taylor, Ionka Sonja	NEF(01-23-2026 05:12:36 PM) Motion/Alter and/or Amend	Filing		01/26/2026-09:17	02/05/2026-09:17	
Abdo, David	Motion/Supplement Pleadings/Crt Srv	Motion		01/23/2026-17:12	02/05/2026-17:12	
Taylor, Ionka Sonja	NEF(01-23-2026 03:45:12 PM) Filing/Other	Filing		01/23/2026-16:42	02/05/2026-16:42	
Taylor, Ionka Sonja	NEF(01-23-2026 03:29:09 PM) Motion/Other	Filing		01/23/2026-16:01	02/05/2026-16:01	
Taylor, Ionka Sonja	Exhibit A/Motion to Supplemental Pleadings Pur Rule 15(b)	Filing		01/23/2026-15:45	02/05/2026-15:45	
Abdo, David	Motion/Reconsider Order filed 1/13/26	Motion		01/23/2026-15:29	02/05/2026-15:29	
Taylor, Ionka Sonja	NEF(01-23-2026 03:21:03 PM) Notice/Notice of Appearance	Filing		01/23/2026-15:26	02/05/2026-15:26	
Taylor, Ionka Sonja	Notice of Appearance Atty Willis & Van Slambrook	Filing		01/23/2026-15:21	02/05/2026-15:21	
Taylor, Ionka Sonja	Notice of Appearance/Crt Srv	Filing		01/23/2026-15:21	02/05/2026-15:21	
Schaible, Laura	NEF(01-13-2026 01:20:33 PM) Master/Order/Other	Filing		01/13/2026-13:20	01/13/2026-13:20	
Schaible, Laura	Master Order on Easement	Order		01/13/2026-13:20	01/13/2026-13:20	
Schaible, Laura	Masters Note -	Action		06/25/2025-12:14	01/13/2026-12:14	
Schaible, Laura	NEF(06-12-2025 12:13:49 PM) Notice/Order to Restore to A...	Filing		06/12/2025-12:13	01/13/2026-12:13	
Schaible, Laura	Amended Consent Order Restoring Case to Docket	Filing		06/12/2025-12:13	01/13/2026-12:13	
Schaible, Laura	Order/Referred to Master In Equity. No Images	Order		06/12/2025-11:01	01/13/2026-11:01	