

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

Professional Insurance Services of Lugoff, LLC, Drive Safe Driving Academy LLC, and Heather Dykes, as controlling member of both corporate plaintiffs,

Plaintiffs,

v.

Barry Campbell, Thomas Clayter Campbell, Jr. as Personal Representative and Trustee for the Estate and Testamentary Trust of Thomas Clayter Campbell, Sr., Francis Campbell, Maxine Campbell, Charles Edward Campbell, Jr., James Campbell and Mark Campbell, Vivian Gardner, Sonja Parker, Mary Dow Jackson, as Personal Representative of the Estate of Gordon Louis Jackson, and John Doe 4,

Defendants.

**IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT**

C/A No.: 2024-CP-28-00710

**ORDER GRANTING MOTION FOR
SUMMARY JUDGMENT**

RECEIVED
Oct 28 2026
SC Court of Appeals

The Court heard oral argument on the Campbell Family Defendants’ motion for summary judgment on Plaintiffs’ sole claim in this action seeking adverse possession of 911 Highway 1 South.¹

The grounds for the motion are that there is no genuine issue of fact as to the elements of hostile possession, notorious possession, or exclusivity.

That motion is **granted** as set forth below.

1. Undisputed Facts

¹ The moving defendants are all defendants except for “Mary Dow Jackson, as Personal Representative of the Estate of Gordon Louis Jackson” and “John Doe 4.”

1) Plaintiffs seek adverse possession of 911 Highway 1 South, in Lugoff, South Carolina. 911 Highway 1 South is a brick building that occupies part of a 3.44-acre tract owned by lawful descendants of T.E. Campbell.

2) Charles Ives is the father of Plaintiff Heather Dykes. Dykes is the sole member/owner of the corporate Plaintiffs, Professional Insurance Services of Lugoff, LLC, and Drive Safe Driving Academy, LLC. Plaintiff Dykes is also the "Vice President" of Charles Ives' business, Car City, Inc.

3) Charles Ives began renting 921 Highway 1 South from the Campbell family in 1980 to run a used car lot called "Car City, Inc.". His business began renting 911 Highway 1 South from the Campbell family in 2004.

4) On April 6, 2020, Dykes wrote the Campbell Defendants a letter in which she acknowledged that, in 2004, her father began renting 911 Highway 1 South in addition to 921 Highway 1 South. In that letter, Dykes, in reference to 911 Highway 1, South, stated, "We are currently still operating a business out that parcel."

To Whom it may concern:

Charles Ives' original rental agreement with the T.E. Campbell Estate was for the rental of the parcel best described by the legal address of 921 Highway 1 South Lugoff, SC 29078, where Car City Inc., is currently located. Mr. Ives was approached sometime around 2004, by Mr. Claude Campbell, about having first option on renting the parcel formerly occupied by Alan's market at 911 Highway 1 South Lugoff. We currently are still operating a business out of that parcel and wish to continue to rent that parcel. Lastly, Mr. Russell rented the parcel located at 927 Highway 1 South for many years operating a trailer and storage business. He decided to retire sometime around 2001, and a we were asked if we were interested in taking over the rent to own storage business from him. We signed a Dealer Contract with a Company, Old Hickory Buildings and rented that additional parcel. We ended our relationship with Old Hickory Buildings back in March of 2017. We have maintained rental of that parcel for the past three years to honor our non-compete clause per our Dealer Contract with Old Hickory Buildings. The three year non-compete clause was over March 16, 2020 and we are no longer obligated to rent that parcel, nor do we have a need or a business for that parcel. We are giving the Estate notice that we will only pay the rent on two parcels in use. The total rent for all three parcels was \$2,600.00 per month and we have divided that by 3 to determine the new rent amount and obligations we are responsible for comes to the total of \$1,734.00 per month.

Sincerely,

 Heather Dykes
 Vice President
 Car City, Inc.

- 5) Dykes further provided notice in that letter that total rent paid was being reduced to \$1,734.00 per month because they were no longer using a third portion of the property, 927 Highway 1, South. On September 26, 2023, the Campbell Family provided notice to Charles Ives that rent for both 911 and 921 Highway 1 South was being increased to \$3,000.00 per month. Almost every rent check from January 6, 2020, to present has been signed by Heather Dykes on behalf of Car City, Inc. The rent checks reflect that rent was reduced to \$1,734.00 in April 2020 after Dykes' letter providing notice that rent would only be paid for 911 Highway 1 South and 921 Highway 1, South, and that rent was increased to \$3,000.00 in December, 2023, after the rent increase for 911 Highway 1, South and 921 Highway 1, South went into effect. On multiple rent checks, Heather Dykes expressly wrote that rent was for 911 Highway 1, South and 921 Highway 1, South in the "for" line.
- 6) Charles Ives testified that he has paid rent to the Campbell Family for 911 Highway 1, South since 1999.²
- 7) Heather Dykes testified that she has never told anybody but her lawyer that she claims to own 911 Highway 1, South. Dykes further testified that she has never asserted any claim of ownership to any member of the Campbell Family, and she has never told her father (who pays rent to the Campbell family for the property) that she claims to own it. Dykes acknowledges that she has no title, deed, or writing that shows any ownership interest in 911 Highway 1, South. The sole reason Dykes testified she is entitled to adversely possess

² By Errata sheet, Ives sought to add a clarification that "Car City pays rent for Car City's use of the buildings, not for Heather's use of 911."

the subject commercial property is because she has operated a business there for “so many years.”

- 8) Dykes testified that she entered and began using the building—that she now claims to adversely possess—with “permission through [her] dad[,]” who pays rent for the building.
- 9) Members of the Campbell family have visited 911 Highway 1, South on multiple occasions since Plaintiffs began using it with permission from Charles Ives, and there is no evidence that the Campbell family viewed the Plaintiffs’ use of the property as hostile. One member of the Campbell family even sent their children to Plaintiff’s driving school.

2. Standard of Review

Summary judgment is appropriate only when “the evidence before the court shows that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRCF; *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023). In deciding such a motion, the court must view the evidence and all reasonable inferences in the light most favorable to the nonmoving party. *Id.*

The moving party bears the initial burden of demonstrating the absence of a genuine issue of material fact, and once that showing is made, the nonmoving party must “come forward with specific facts showing that there is a genuine issue for trial.” *Id.* A party opposing summary judgment may not rely on speculation or the mere existence of a “scintilla” of evidence; rather, the nonmovant must demonstrate that the record gives rise to a reasonable inference in its favor. *Id.*

3. Discussion

Adverse possession must be proven by clear and convincing evidence, and the doctrine is strictly construed in favor of the title holder. *McDaniel v. Kendrick*, 386 S.C. 437, 442, 688 S.E.2d

852, 855 (Ct. App. 2009); *King v. Hawkins*, 282 S.C. 508, 511, 319 S.E.2d 361, 363 (Ct. App. 1984).

Plaintiffs' burden is to establish that their commercial occupancy of 911 Highway 1 South was actual, open and notorious, hostile, continuous, and exclusive. *McDaniel*, 386 S.C. at 442, 688 S.E.2d at 855.

1. Plaintiffs' use was permissive, not hostile.

South Carolina law draws a sharp line between permissive use and adverse possession. When occupancy arises with the owner's consent, it "can never ripen into an adverse title unless a clear and positive disclaimer of the title under which entry was made is brought home to the other party." *Young v. Nix*, 286 S.C. 134, 136, 332 S.E.2d 773, 774 (Ct. App. 1985). As for hostility, the law requires use to an extent that a reasonable owner could notice the presence of a threat to their ownership. *Jones v. Leagan*, 384 S.C. 1, 13-14, 681 S.E.2d 6, 13 (2009).

Plaintiff entered the property and began using it with permission from her father, who leases the property. Because Plaintiff's occupancy has been permitted and derivative from the outset, she cannot meet the threshold requirement of adverse possession – that her use was adverse and not permissive. See *McDaniel*, 386 S.C. at 444, 688 S.E.2d at 856 ("a party cannot adversely possess property used with permission" absent a "clear disclaimer of the owner's title").

The material facts on this point are undisputed; thus, Plaintiff cannot create a genuine issue for trial. Summary judgment is warranted as a matter of law on this ground.

2. Plaintiffs' possession was not notorious.

Plaintiff testified that, but-for this lawsuit, they have never claimed to own the property. The law requires use to an extent that a reasonable owner could notice the presence of a threat to their ownership. *Jones v. Leagan*, 384 S.C. 1, 13-14, 681 S.E.2d 6, 13 (2009). In this case, Plaintiff

appears to be nothing more than a sublessee of the subject property, and, as such, cannot gain the property by adverse possession.

3. Plaintiff's possession is not exclusive.

Adverse possession requires the claimant to prove she held the property in a way that "indicate[s] [her] exclusive ownership of the property" and without "subserviency to, or recognition of the title of the true owner." *Gregg v. Moore*, 226 S.C. 366, 370, 85 S.E.2d 279, 281 (1954).

Car City, Inc. has paid rent and the Campbell Family has collected rent on 911 Highway 1 South throughout the prescriptive period. S.C. Code Ann. §§ 15-67-220 and 15-67-240 require adverse possession to be "exclusive of any other right." That Car City, Inc. has paid rent and that the Campbell Family has collected rent on the property means Plaintiff's asserted possession is not exclusive as a matter of law. *Butler v. Lindsey*, 293 S.C. 466, 472, 361 S.E.2d 621, 624 (Ct. App. 1987) ("Where an owner of property and an occupier are both in possession, the possession of the legal owner prevails to the exclusion of the other");

CONCLUSION

There is no genuine issue of material fact underlying these critical elements of Plaintiffs' adverse possession claim.

Therefore, summary judgment is **granted** as to the Plaintiffs' sole claim against the Campbell Defendants.

This order **does not end** the case.

Hon. R. Scott Sprouse
Circuit Court Judge



Kershaw Common Pleas

Case Caption: Professional Insurance Services Of Lugoff Llc , plaintiff, et al VS
Barry Campbell , defendant, et al
Case Number: 2024CP2800710
Type: Order/Summary Judgment

s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit
