

21431

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

Case No. 2011-CP-10-2444

Stow Away Storage, LLC, MSC MPT LLC Respondents

vs.

George W. Sisson, 4.0, LLC, The Sisson Foundation Limited
Partnership, Sweetgrass Hardware, Inc., and Timarand, Inc., Defendants

Of whom George W. Sisson, 4.0, LLC, The Sisson Foundation Limited
Partnership, and Sweetgrass Hardware, Inc., are the.....Appellants.

RECORD ON APPEAL
VOLUME I

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
STOW AWAY STORAGE, LLC,)
Plaintiff,)
v.)
GEORGE W. SISSON, 4.0 LLC, THE)
SISSON FOUNDATION LIMITED)
PARTNERSHIP, SWEETGRASS)
HARDWARE, INC. AND TIMARAND,)
INC.)
Defendant.)

IN THE COURT OF COMMON PLEAS
CASE NUMBER 2011-CP-10-2444

**ORDER OF DEFAULT
AND JUDGMENT**

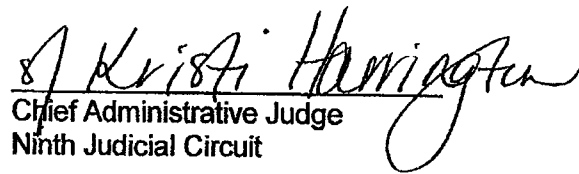
2011 AUG 16 PM 4:24
JULIE J. ARMSTRONG
CLERK OF COURT

This is an action for Declaratory Judgment, Permanent Injunction, Damages for Tortious Interference with a Contract and Equitable Indemnity, including attorneys' fees and costs. It appearing unto this Court, as evidenced by the Affidavit of Default and Motion for Judgment of G. Dana Sinkler filed on August ____, 2011, that Defendant Timarand, Inc. was duly and properly served with a copy of the Summons and Complaint on May 31, 2011, as is further shown by the Affidavit of Service of G. Dana Sinkler; that a responsive pleading was due on June 30, 2011, and that no answer or other responsive pleading was made by or on behalf of the said Defendant. Based on the foregoing, this Court finds the Defendant Timarand, Inc. in default.

Based on the foregoing, and for good cause shown, it is therefore,

ORDERED, ADJUDGED, AND DECREED that Plaintiff is granted a judgment against Defendant Timarand, Inc. adjudging that it has no rights, as owner of the property leased to Sweetgrass, to use the easement granted by Plaintiff to the Defendant Sisson for any purpose.

AND IT IS SO ORDERED.


Chief Administrative Judge
Ninth Judicial Circuit

Charleston, South Carolina

August 16, 2011

ATTEST A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., D.S. & F.C.



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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-2444

Stow Away Storage, LLC

George W. Sisson, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE. ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIAL COURT, 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: Defendant Timarand, Inc.'s Motion to Reconsider Pursuant to Rule 59(e), SCRPC and Motion to Lift Default Judgment Pursuant to Rule 60(b), SCRPC is respectfully DENIED.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE PUBLIC 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)
N/A	N/A	\$N/A
		\$
		\$

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 Judge

2151

Judge Code

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(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: N/A

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-2444

Stow Away Storage, LLC

George W. Sisson, 4.0 LLC, The Sisson Foundation

Limited Partnership, Sweetgrass Hardware, Inc., and
Timarand, Inc.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ 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 matter came before the Court for a hearing on January 22, 2013 on Defendant Timarand, Inc.'s Motion to Reconsider Pursuant to Rule 59(e), SCRCP and Motion to Lift Default Judgment Pursuant to Rule 60(b), SCRCP. Upon hearing the arguments of counsel and reviewing the documents submitted to the Court, Defendant Timarand, Inc.'s Motion is respectfully DENIED.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

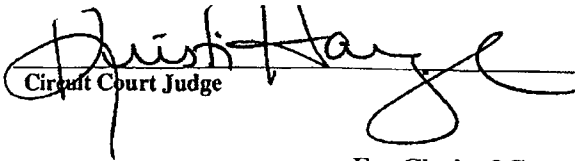
Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC 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)
N/A	N/A	\$N/A
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

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 Judge

2151
Judge Code

1/22/13
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(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Rolayne Volpe

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-2444

Stow Away Storage LLC

PLAINTIFF(S)

George W Sisson, et al

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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 40(j), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy
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- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE):
☐ 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: Plaintiff's Motion for Injunction and Partial Summary Judgment was denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

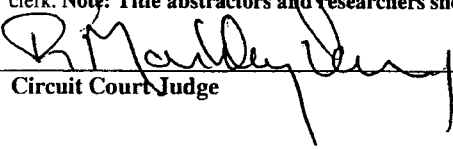
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		\$
		\$
		\$

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 Judge

2060
Judge Code

2/21/13
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(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
STOW AWAY STORAGE, LLC,)
Plaintiff,)
vs.)
GEORGE W. SISSON,)
4.0 LLC, THE SISSON)
FOUNDATION LIMITED)
PARTNERSHIP,)
SWEETGRASS HARDWARE,)
INC. AND TIMARAND, INC.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2011-CP-10-2444

ORDER

FILED
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JULIE J. ARMSTRONG
CLERK OF COURT
BY 2

This case concerns an Access Easement granted by the Plaintiff, Stow Away Storage, LLC (Stow Away) to the Defendant, George W. Sisson (Sisson), on October 17, 2000, involving property on Highway 17 at its intersection with Porcher Drive in and near Mt. Pleasant, South Carolina. In exchange for the Access Easement, Sisson agreed to abandon the pre-existing access to his property.

Subsequently, on January 3, 2007, the Defendant Sweetgrass entered into a 20 year lease of a parcel adjacent to Sisson's property, owned by Defendant Timarand. When Sweetgrass finished the renovation and enlargement of a commercial building on the property and opened it for business as a hardware store, Sweetgrass allowed its customers to use Sisson's pre-existing access for ingress to and egress from the store, notwithstanding Sisson's agreement to abandon it. The South Carolina Department of Transportation (SCDOT) eventually shut off the pre-existing access, whereupon the customers began using the easement granted by Stow Away to Sisson. After challenge by Stow Away, Sweetgrass secured a License Agreement from Timarand and, despite language in the License prohibiting it, granted its customers the right to continue use of

Stow Away's easement. Suit was filed by Stow Away on April 12, 2011, seeking damages including attorney's fees and costs and a permanent injunction.

The property owned by Stow Away is identified as Parcel 024 on a Charleston County tax map attached to this Order as Exhibit 1. The property initially owned by Sisson and subsequently by Defendants 4.0 LLC and the Sisson Foundation Limited Partnership, (hereinafter Sisson's Property) is designated on the tax map as Parcels 026 and 034. The property leased by the Defendant Sweetgrass from the Defendant, Timarand is identified on the tax map as Parcel 27. Timarand was made a party to Stow Away's Complaint, but was adjudged in default by Judge Harrington on August 16, 2011, and a Motion to Reconsider by Counsel for the Defendant was heard and denied by Judge Harrington on January 25, 2013.

The case came before me for trial on August 14, 2013, and the legal and equitable issues were bifurcated by the Court from the issues of damages and injunctive relief. At the outset, counsel for the Defendants stipulated that the allegations of Paragraphs 1-29 of Stow Away's Complaint were admitted and constitute the facts upon which the case should be considered. Counsel for both parties and the Court also agreed that the Easement conveyed by Stow Away to Sisson was an Easement Appurtenant.

The Facts

1. Stow Away Storage, LLC (hereinafter "Stow Away") is a limited liability company organized and existing under the laws of the State of South Carolina.
2. Stow Away is the owner of two adjoining tracts of land on the north side of U.S. Highway 17 North, aggregating 8.82 acres of land and described as follows:

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by E.M.

Seabrook, Jr., Inc. dated May 17, 1989, entitled 'Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina.' Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Salah Hibri, a/k/a Salah Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Ackerman and Constance S. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.08 feet, more or less.

TMS: 580-00-00-024

AND



ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.481 acres, more or less, as shown on that certain plat entitled 'Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina' by James Landlord Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1985, and recorded in the RMC Office for Charleston County in Plat Book BE, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Stow Away Storage, LLC and recorded in the Office of the Register of Mesne Conveyances for Charleston County in Deed Book Z328 at page 662.

3. Defendant George W. Sisson (hereinafter "Sisson") is a resident of Charleston County and a prior owner of the property hereinafter described in paragraph

4. Sisson, in his individual capacity, signed the Access Easement and Abandonment of Encroachment Permit hereinafter referenced in paragraph 14.

4. Defendant 4.0 LLC is a South Carolina Limited Liability Company, created by Sisson, its sole member, which owns a 99% interest in a 5.862 acre tract of land abutting the property of the Plaintiff on the east and described as follows:

ALL that certain lot, piece or parcel of land, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, shown and designated as Tract 4A, 255.357 sq. ft. 5.862 acres, as shown on a plat entitled 'A Subdivision Plat of Tract 4 containing 17.828 acres', prepared by John T. Byrnes, II, R.L.S., dated July 6, 1995, and recorded at the Charleston County RMC Office in Plat Book EA, at page 742; said tract having such actual size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

Subject to all easements and restriction of record.

The said property was conveyed to 4.0 LLC by its sole member, George W. Sisson, by deed dated December 31, 2002 and recorded in the RMC Office for Charleston County in Book V431 at page 450.



5. Defendant The Sisson Foundation Limited Partnership (hereinafter "Sisson Foundation") is a South Carolina Limited Partnership, created by Sisson, which owns a 1% interest in the 5.862 acre tract of land abutting the property of Plaintiff on the east as described in paragraph 4 above. Sisson Foundation acquired said property by deed of Double G. Foundation LLC, dated April 29, 2003, and recorded in the RMC Office for Charleston County in Book A447 at page 99. Double G. Foundation, LLC was created by Sisson, who is its sole member. It acquired the property by deed of its sole member, Sisson, dated December 31, 2002, and recorded in the RMC Office for Charleston County in Book V431 at page 453. Sisson Foundation is a necessary party to these proceedings by virtue of its ownership of a 1% interest in the property described in paragraph 4.

6. Sweetgrass Hardware, Inc. (hereinafter "Sweetgrass") is a corporation organized and existing under the laws of the State of South Carolina, holding a leasehold interest in property east of the 5.862 acre tract owned by Defendant 4.0 LLC and Sisson Foundation, and operating a hardware store thereon. The property is described as follows:

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a 'Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina' prepared by James L. Owen, Jr., dated February 22, 1989, and recorded on February 22, 1989, and recorded on July 15, 1991, at the Charleston County R.M.C. Office in Plat Book CD, at Page 139.

TMS#: 598-00-00-027

7. Timarand, Inc. (hereinafter "Timarand") is the owner of the tract of land described in paragraph 6 above and the landlord of the Defendant Sweetgrass. As owner of said tract, Timarand is a necessary party to these proceedings.

8. On July 13, 1999, Stow Away, by its managing member, filed with the South Carolina Department of Highways and Public Transportation (hereinafter "SCDHPT") an Application for Encroachment Permit requesting access to drive to the parcel described in paragraph 2. The access was from U.S. Highway 17 (hereinafter "Hwy. 17") opposite the Porcher Bluff Road intersection with Hwy. 17 and was to be 24' wide with a 30' radius on the south side and a 40' radius on the north side.

9. In the course of negotiations with SCDHPT, its name changed to the South Carolina Department of Transportation (hereinafter "SCDOT").

10. In response to Stow Away's application for an encroachment permit, SCDOT ultimately agreed to the encroachment permit requested and required Sisson, then the owner of the property now held by Defendants 4.0 LLC and Sisson Foundation, to abandon the access previously used by him for ingress to and egress from Hwy. 17.

11. On March 21, 2000, E.L. Pooser, III, the managing member of Stow Away, wrote a letter to Mr. Sisson offering him an easement across Stow Away's property to and from Hwy. 17 in exchange for his abandonment of his original access.

12. Included with the letter was a draft of the easement offered.

13. Sisson "Acknowledged and Agreed" to the offer and the abandonment of his original access by signing and returning a copy of the letter on March 27, 2000. (Exhibit 1)

14. On October 17, 2000, the ACCESS EASEMENT AND ABANDONMENT OF ENCROACHMENT PERMIT was signed by both E.L. Pooser, III, as Managing Member of Stow Away, and George W. Sisson a/k/a George W. Sissons. The document was subsequently recorded in the RMC Office for Charleston County on November 16, 2000 in Book U358, page 109. (Exhibit 2)

15. Following several telephone conversations with Stow Away's member, Bert Pooser, on September 27, 2006, Tim Askins, the sole shareholder of Timarand, had his wife fax a sketch to Pooser, depicting a proposed extension of the Access Easement previously provided to Sisson which would have allowed access over Stow Away's Access Easement to Timarand's property, which he subsequently leased to Sweetgrass. (See Exhibit 3) Pooser never agreed to the proposed extension.

16. On January 3, 2007, the Defendant Timarand and the Defendant Sweetgrass entered into a lease of the property described below, pursuant to the provisions of which Timarand leased the property to Sweetgrass for a term of ten (10) years with an option to extend the term for two additional five (5) year periods. The property is described as follows:

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a 'Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina' prepared by James L. Owen, Jr., dated February 22, 1989, and recorded on February 22, 1989, and recorded on July 15, 1991, at the Charleston County R.M.C. Office in Plat Book CD, at Page 139

TMS#: 598-00-00-027

(See Memorandum of Lease, Exhibit 4)

17. The deed and plat by which Timarand acquired the property leased to Sweetgrass provided access to Hwy. 17 North only to the east of Sisson's property as shown on plat recorded in the RMC Office for Charleston County in Plat Book CD at page 139 and plat recorded in the RMC Office for Charleston County in Plat Book EA at page 742. (Exhibits 5 and 6)

18. Shortly after Sweetgrass leased the property from Timarand, it renovated and enlarged a commercial building on the property for use as a retail hardware store.

19. In the course of preparing its leased property for use as a hardware store, large trees and shrubbery blocking access to Sisson's property were removed and Sweetgrass constructed a gate on its west property line, thereby providing access to its property from the access to Hwy. 17 that Sisson had agreed with Stow Away to abandon.



20. Upon completion of renovations and opening of the store, customers of Sweetgrass, with the permission of Sisson, began using the old easement to Sisson's property which he had agreed to abandon under the terms of the Access Easement and Abandonment of Encroachment Permit dated October 17, 2000. Indeed, Sisson and/or Sweetgrass paved the old easement on April 19, 2009, to facilitate its use, notwithstanding Sisson's contractual agreement to abandon it.

21. Despite the SCDOT's objection, Sweetgrass and its customers continued to use the access Sisson had agreed to abandon to reach the hardware store. (See Letter from Richard L. Turner, P.E., Resident Maintenance Engineer dated July 21, 2008 attached as Exhibit 7)

22. Shortly thereafter, the SCDOT erected barriers to prohibit further use of the access Sisson had agreed to abandon, thereby limiting access to both Stow Away's

property and Sisson's property and extinguishing the access of the customers of Sweetgrass.

23. Thereupon, Sweetgrass and its customers began using the access constructed by Stow Away on its property to access Sweetgrass' hardware store.

24. By letter dated August 20, 2008, counsel for Stow Away wrote Sweetgrass' President demanding that he notify his customers to cease using Stow Away's access to reach Sweetgrass' store. (See letter attached as Exhibit 8)

25. This demand was met by a written response from Sweetgrass' attorney, dated November 10, 2008, advising that: "Sweetgrass Hardware, Inc. is a lawful assignee of Mr. Sissons [sic], and therefore entitled to the full benefit of the Easement." (See letter attached as Exhibit 9)



26. Counsel for Stow Away then sent an email to Sweetgrass' attorney asking him to email him a copy of the document by which Sweetgrass Hardware, Inc. had become "a lawful assignee of Mr. Sissons [sic], and therefore entitled to the full benefit of the Easement." (Exhibit 10)

27. It developed that, in point of fact, Sweetgrass did not hold any written lawful assignment, but counsel for Sweetgrass then proceeded to obtain a License Agreement from 4.0 LLC to Sweetgrass dated November 13, 2008 (three days after counsel had advised that Sweetgrass was already a "lawful assignee of Mr. Sissons [sic]."). (See License Agreement attached as Exhibit 11)

28. The License Agreement, by its terms and according to law, was and is personal to Sweetgrass and "may not be sold, transferred, assigned or given to any third party." (License Agreement ¶ 10)

29. Nonetheless, both Sisson, individually and as sole member of 4.0 LLC, and Sweetgrass have persisted in asserting that the License Agreement allows Sweetgrass to assign to its customers the use of Stow Away's Easement and have

refused to relent in their insistence that Sweetgrass' customers have the right to use Stow Away's Easement and have threatened that "any further attempt by Stow Away Storage, LLC to interfere with this right will result in action for injunctive relief, and damages for any lost business." (See letter from Sweetgrass' counsel, Exhibit 12, and letter from George Sisson, Exhibit 13)

Conclusions of Law

Plaintiff argues that because Defendant Sweetgrass merely obtained a License Agreement to use the easement from Defendant Sission, by law and by express provisions in the License Agreement, Sweetgrass is prohibited from assigning those rights to any third party, including the customers of Sweetgrass.



The assignment of [one's rights in land] conveys an interest in the land. An assignment is a conveyance of the lessee's entire interest in the demised premises without retaining any reversionary interest in the leasehold. See, Neal v. Craig Brown, Inc., 86 N.C.App. 157, 356 S.E.2d 912 (1987). . . . In contrast, a license to be on the premises for an agreed purpose is a contractual right *personal to the licensee*. See, Bunn v. Offutt, 216 Va. 681, 222 S.E.2d 522 (1976). A license does not vest in the licensee any estate or interest in the land. See, Hill v. Smith, 51 N.C.App. 670, 277 S.E.2d 542, review denied, 303 N.C. 543, 281 S.E.2d 392 (1981). It conveys only the temporary privilege of being on the land for some agreed purpose. See, Henson v. Airways Service, Inc., 220 Ga. 44, 136 S.E.2d 747 (1964).

Hilton Head Air Serv., Inc. v. Beaufort Cnty., 308 S.C. 450, 456–57, 418 S.E.2d 849, 853 (Ct. App. 1992) (emphasis added). It is well settled law in South Carolina that licenses are personal to the licensee. Id. Therefore, the law prohibits assignments of licenses because of a license's very nature. Furthermore, as stated in Paragraph 28 of this Order, the License granted by Sisson to Sweetgrass expressly prohibits any assignments of the License Agreement. Therefore, by virtue of the laws regarding licenses and the License Agreement, Sweetgrass may not assign the benefits of the License to a third party. However, the Court is not entirely persuaded that the License granted to Sweetgrass does not encompass the customers of Sweetgrass as licensees,

which would in effect eliminate the Court's finding of an assignment of the License to a third party. If the License does implicitly include Sweetgrass' customers as licensees, the Court must then determine whether the License Agreement in itself materially increases the burden on the dominant estate.

gn
"In construing a deed, the intention of the grantor must be ascertained and effectuated, unless that intention contravenes some well settled rule of law or public policy. 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. The intention of the grantor must be found within the four corners of the deed." Rhett v. Gray, 401 S.C. 478, 491 (Ct App. 2012). Furthermore, "[t]he language of an easement determines its extent. . . . [The] court must construe unambiguous language in the grant of an easement according to the terms the parties have used. . . . The general rule is that the character of an express easement is determined by the nature of the right and the intention of the parties creating it." Plott v. Justin Enterprises, 374 S.C. 504, 513-14 (Ct App. 2007). "In South Carolina, an owner of an easement cannot materially increase the burden of the servient estate or impose thereon a new and additional burden." Rhett, 401 S.C. at 493.

The Access Easement and Abandonment of Encroachment Permit (hereinafter the "Easement Agreement") states in part, "Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on, and through that certain portion of Grantor's property designated and delineated as 'Access Easement for Sisson's Property'. . . for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17. . . . The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property." Based on the

evidence presented to the Court regarding the substantial increase in vehicular traffic using the easement as a result of the License Agreement, the Court finds that by allowing the customers of Defendant Sweetgrass to use the easement for access to Defendant's store and the post office facility, Defendants have materially increased the burden on the servient estate; thus, expanding the dominant estate and materially increasing the scope of the easement.



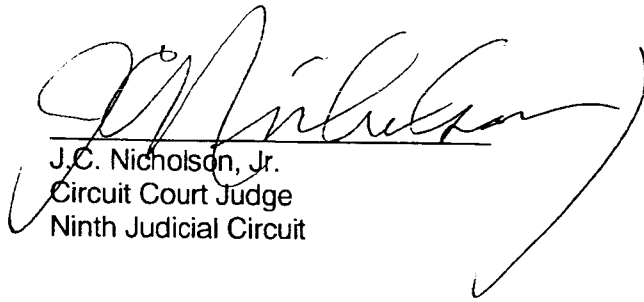
It is the Defendants' position that the language in the Easement Agreement which states that the assignment "shall not be deemed to be an unlawful increase or burden upon the Grantor's property . . ." evidences that the Easement Agreement contemplated a material change in the scope of the easement. However, in reading the Easement Agreement as a whole, as required by South Carolina precedent, the Court finds that this language refers specifically to the assignment of the rights held by the dominant estate holder and does not address a change in the scope of the easement. The Court further finds that in order for there to be a finding that the Easement Agreement contemplates the material increase in the scope of the Easement and the burden on the servient estate by the dominant estate holder, there must be specific language indicating such, and none exists.

In conclusion, the Court finds that even if the language of the License Agreement implicitly includes the customers of Sweetgrass as licensees, the increased volume of vehicular traffic as a result of the License materially increased the scope of the easement and the burden on the servient estate, thus, expanding the dominate estate in violation of the Easement Agreement between Plaintiff and Defendant Sisson and the law of South Carolina.

Therefore, the Court finds in favor of the Plaintiff and grants the Plaintiff the right to shut off traffic entering and/ or crossing the easement for the purpose of entering the Defendant Sweetgrass' property by whatever means that are reasonably necessary.

This does not give the Plaintiff the right to limit Defendant Sisson's use of the easement as provided for in the Easement Agreement. Whatever means the Plaintiff uses to block traffic crossing the easement and entering Defendant Sweetgrass' property must remain on Plaintiff's property and may not go farther than the property line of Defendant Sisson's easement. The Defendants are restrained from interfering with Plaintiff's efforts to shut off such traffic.

IT IS SO ORDERED!


J.C. Nicholson, Jr.
Circuit Court Judge
Ninth Judicial Circuit

Charleston, South Carolina

11/22, 2013

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011- CP-10-2444

Stow Away Storage, LLC,

George W. Sisson, et al.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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 _____
- ☐ **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: The Court **DENIES** Defendant George W. Sisson, et al.'s Motion to Reconsider filed on December 6, 2013.

ORDER INFORMATION

This 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)
N/A		\$

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 Judge

2117
Judge Code

Date

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

vs.

George W. Sisson, 4.0, LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS
Ninth JUDICIAL CIRCUIT

CASE NO.: 2011-CP-10-2444

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

G. Dana Sinkler, Bar No. _____

Address:

P.O. Box 1254

Charleston, SC 29402

Phone: (843) 577-0660 Fax (843) 577-6843

E-mail: dsinkler@warren-sinkler.com Other:

Defendant's Attorney:

Maria Kiehling Brees, Bar No. 76799

Address:

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

Phone: (843) 856-4488 Fax (843) 856-0613

E-mail: maria.kiehling@buistbyars.com Other:

☒ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Notice of Motion and Motion to Reconsider Pursuant to Rule 59(e) SCRCP

Estimated Time Needed: 20 minutes

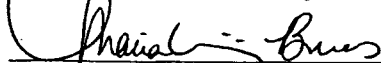
Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby/move for relief or action by the court as set forth in the attached proposed order.



Signature of Attorney for ☐ Plaintiff / ☒ Defendant

December 4, 2013

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$ 25.00**

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED – AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2011-CP-10-2444
	)	
	)	
Stow Away Storage, LLC,	)	
	)	
Plaintiff,	)	NOTICE OF MOTION AND MOTION
	)	TO RECONSIDER PURSUANT TO
	)	RULE 59(e) SCRPC
vs.	)	
	)	
George W. Sisson, 4.0 LLC, The Sisson	)	
Foundation Limited Partnership, Sweetgrass	)	
Hardware, Inc., and Timarand, Inc.,	)	
	)	
Defendants.	)	

TO: THE HONORABLE J.C. NICHOLSON, JR.
PRESIDING JUDGE, NINTH CIRCUIT
AND
G. DANA SINKLER, ESQ.
ATTORNEY FOR THE PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, the Defendants George W. Sisson, 4.0, LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. will move before the Honorable J.C. Nicholson, Jr., Presiding Judge for the Ninth Circuit, within ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an Order reversing the Court's Order dated November 22, 2013, and received on December 3, 2013, by counsel for the Defendants George W. Sisson, 4.0, LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. This Motion is based upon the Court's ruling in favor of the Plaintiff as to the ineffectiveness of the Defendant Sisson's assignment of its rights in the easement to the Defendant Sweetgrass by a license agreement and the South Carolina law regarding interpretation of an easement. The Court further grants the Plaintiff the right to shut off traffic entering and/or crossing the easement for the purpose of entering the Defendant Sweetgrass'

property by whatever means that are reasonably necessary. The Order does not adequately address the requirements necessary to determine if an increased volume of traffic as a result of the License Agreement materially increased the scope of the easement and the burden on the servient estate. The Order also disregards the specific language in the easement which contemplates the rights of the Grantee to assign its rights, regardless of the material burden on the servient estate.

The standard applied to limiting the extension of "...an easement for the benefit of a particular piece of land from being extended to other tracts of land 'is to prevent an increase of the burden upon the servient estate.'" *Rhett v. Gray*, 736 S.E.2d 873, 882-883, 401 S.C. 478, 496 (Ct. App. 2012). "However, when the reason does not exist, the rule does not apply." *Rhett*, 736 S.E.2d at 883, 401 S.C. at 496. The Court relied on the personal opinion of an employee of the Plaintiff to determine if there was an increase in traffic affecting the easement. The Plaintiff's employee provided results from two random days in 2013 of counts for vehicles entering and exiting via the easement. The Plaintiff provided no information as to vehicle counts from prior years affecting the easement nor was there any determination of a vehicle's destination based on the use of the easement.

The Order in this matter does not apply a thorough analysis of a potential burden on the servient estate. "When no significant change has occurred in the use of the easement from that contemplated when it was created...the mere addition of other land to the dominant estate does not constitute an overburden or misuse of the easement." *Rhett*, 736 S.E.2d at 883, 401 S.C. at 496, citing *Carbone v. Vigliotti*, 222 Conn. 216, 610 A.2d 565, 569 (1992).

The Court disregards the specific language of the Easement Agreement that address assignment of the Grantee's rights under the Agreement. The Agreement clearly states that

False -
relied on testimony
of Sherry Glass's son

"...the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable." (Access Easement and Abandonment of Encroachment Permit, dated October 17, 2000, recorded in Book U358 at Page 109, Charleston County RMC). The intention of the Plaintiff and the Defendant Sisson is contained within the four corners of the Agreement. See *Rhett*, 736 S.E.2d at 880, 401 S.C. at 491. The Court ignores the language of the Easement Agreement although the document contemplates any potential assignment on its face shall not be deemed a burden on the servient estate.

The Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing.

Pursuant to Rule 11 SCRPC, counsel certifies that consultation would serve no useful purpose.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC



G. Hamlin O'Kelley, III

S.C. Bar No. 15491

Maria Kiehling Brees

S.C. Bar No. 76799

652 Coleman Blvd., Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Attorneys for the Defendants

Mt. Pleasant, South Carolina

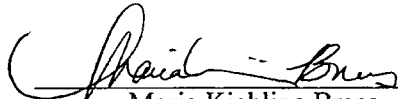
12/4, 2013

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading was served on the following by depositing the same in the U.S. Mail, postage prepaid, at the following address on this the 4th day of December, 2013.

The Honorable J.C. Nicholson, Jr.
Presiding Judge for the Ninth Judicial Circuit
100 Broad Street, Suite 106
Charleston, SC 29401

G. Dana Sinkler, Esq.
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, SC 29402



Maria Kiehling Brees

Motion to Reconsider



652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

December 4, 2013

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.kiehling@buistbyars.com

Via U.S. Mail

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Stow Away Storage, LLC v. George W. Sisson, et al.
Civil Action No. 2011-CP-10-2444
File No. 2011040021

Dear Ms. Armstrong:

Enclosed for filing in the above referenced matter please find the original and one (1) copy of the Defendants' Notice of Motion and Motion to Reconsider Pursuant to Rule 59(e) SCRPC along with the appropriate motion coversheet. Please also find enclosed our firm's check in the amount of \$25.00 for the motion filing fee. Kindly file the original and return the file-stamped copy to me in the enclosed envelope.

By copy of this letter, I am serving the same upon the Honorable J.C. Nicholson, Jr. and G. Dana Sinkler, Esq., counsel for the Plaintiff. Should you have any questions or concerns, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures

cc: (w/ encls) The Hon. J.C. Nicholson, Jr.
G. Dana Sinkler, Esq.

12/6/13

{00410892.DOC}

ROA 0028

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

STOW AWAY STORAGE, LLC

Plaintiff(s)

vs.

GEORGE W. SISSON, ET AL.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011-CP - 10- 2444

(Please Print)

Submitted By: G. Dana Sinkler

Address: WARREN & SINKLER, LLP

Post Office Box 1254, Charleston, SC 29402

SC Bar #: 5138

Telephone #: 843-577-0660

Fax #: 843-577-6843

Other:

E-mail: dsinkler@warren-sinkler.com

NOTE: The cover sheet 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 cover sheet must be served on the defendant(s) along with the Summons and Complaint.

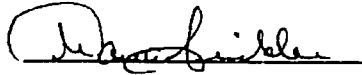
DOCKETING INFORMATION (Check all that apply)

**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	Torts - Professional Malpractice	Torts - Personal Injury	Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Assault/Slander/Libel (300)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice (220)	☐ Motor Vehicle Accident (320)	☐ Foreclosure (420)
☐ General (130)	Previous Notice of Intent Case #	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☐ Breach of Contract (140)	20____-CP-____-	☐ Products Liability (340)	☐ Partition (440)
☐ Other (199)	☐ Notice/ File Med Mal (230)	☐ Personal Injury (350)	☐ Possession (450)
	☒ Other (299) Tortious	☐ Wrongful Death (360)	☐ Building Code Violation (460)
	Interference with Contract	☐ Other (399)	☐ Other (499) Declaratory Judgment,
	Against Sweetgrass Hardware, Inc.		Injunction and Equitable
			Indemnity - All Defendants
Inmate Petitions	Judgments/Settlements	Administrative Law/Relief	Appeals
☐ PCR (500)	☐ Death Settlement (700)	☐ Reinstate Driver's License (800)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Foreign Judgment (710)	☐ Judicial Review (810)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Magistrate's Judgment (720)	☐ Relief (820)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Minor Settlement (730)	☐ Permanent Injunction (830)	☐ Municipal (930)
	☐ Transcript Judgment (740)	☐ Forfeiture-Petition (840)	☐ Probate Court (940)
	☐ Lis Pendens (750)	☐ Forfeiture-Consent Order (850)	☐ SCDOT (950)
	☐ Transfer of Structured	☐ Other (899)	☐ Worker's Comp (960)
	Settlement Payment Rights		☐ Zoning Board (970)
	Application (760)		☐ Public Service Commission
	☐ Other (799)		(990)
Special/Complex /Other			☐ Employment Security Comm (991)
☐ Environmental (600)	☐ Pharmaceuticals (630)		☐ Other (999)
☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)		
☐ Medical (620)	☐ Out-of State Depositions (650)		
☐ Other (699)	☐ Motion to Quash Subpoena in		
	an Out-of-County Action (660)		
	☐ Sexual Predator (510)		

Submitting Party Signature: 

Date: April 4, 2011

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2011-CP-10-_____

STOW AWAY STORAGE, LLC,)
Plaintiff,)

vs.)

GEORGE W. SISSON,)
4.0 LLC, THE SISSON)
FOUNDATION LIMITED)
PARTNERSHIP,)
SWEETGRASS HARDWARE,)
INC. AND TIMARAND, INC.,)
Defendants.)

SUMMONS
(NONJURY)

2011 APR -4 PM 1:32
JULIE J. MASTROG
CLERK OF COURT
BY _____

TO THE DEFENDANTS ABOVE-NAMED

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the subscribers, at their offices located at 171 Church Street, Suite 340, Post Office Box 1254, Charleston, South Carolina 29402, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for the relief demanded in the Complaint.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

Attorney for Plaintiff

Charleston, South Carolina
April 4, 2011

ROA 0031

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)	CIVIL ACTION NO.: 2011-CP-10-_____
STOW AWAY STORAGE , LLC,)	
Plaintiff,)	
vs.)	COMPLAINT
GEORGE W. SISSON,)	(NONJURY)
4.0 LLC, THE SISSON)	
FOUNDATION LIMITED)	
PARTNERSHIP,)	
SWEETGRASS HARDWARE,)	
INC. AND TIMARAND, INC.,)	
Defendants.)	

FILED
2011 APR -4 PM 1:32
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The Plaintiff above named, complaining of the Defendants above named, alleges and says:

IDENTIFICATION OF PARTIES

1. Stow Away Storage, LLC (hereinafter "Stow Away") is a limited liability company organized and existing under the laws of the State of South Carolina.
2. Stow Away is the owner of two adjoining tracts of land on the north side of U.S. Highway 17 North, aggregating 8.82 acres of land and described as follows:

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by E.M. Seabrook, Jr., Inc. dated May 17, 1989, entitled 'Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina.' Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Salah Hibri, a/k/a Salah

Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Ackerman and Constance S. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.08 feet, more or less.

TMS: 580-00-00-024

AND

ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.481 acres, more or less, as shown on that certain plat entitled 'Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina' by James Landlord Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1985, and recorded in the RMC Office for Charleston County in Plat Book BE, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Stow Away Storage, LLC and recorded in the Office of the Register of Mesne Conveyances for Charleston County in Deed Book Z328 at page 662.

3. Defendant George W. Sisson (hereinafter "Sisson") is a resident of Charleston County and a prior owner of the property hereinafter described in paragraph

4. Sisson, in his individual capacity, signed the Access Easement and Abandonment of Encroachment Permit hereinafter referenced in paragraph 14.

4. Defendant 4.0 LLC is a South Carolina Limited Liability Company, created by Sisson, its sole member, which owns a 99% interest in a 5.862 acre tract of land abutting the property of the Plaintiff on the east and described as follows:

ALL that certain lot, piece or parcel of land, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, shown and designated as Tract 4A, 255.357 sq. ft. 5.862 acres, as shown on a plat entitled 'A Subdivision Plat of Tract 4 containing 17.828 acres', prepared by John T. Byrnes, II, R.L.S., dated July 6, 1995, and recorded at the Charleston County RMC Office in Plat Book EA, at page 742; said tract having such actual size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

Subject to all easements and restriction of record.

The said property was conveyed to 4.0 LLC by its sole member, George W. Sisson, by deed dated December 31, 2002 and recorded in the RMC Office for Charleston County in Book V431 at page 450.

5. Defendant The Sisson Foundation Limited Partnership (hereinafter "Sisson Foundation") is a South Carolina Limited Partnership, created by Sisson, which owns a 1% interest in the 5.862 acre tract of land abutting the property of Plaintiff on the east as described in paragraph 4 above. Sisson Foundation acquired said property by deed of Double G. Foundation LLC, dated April 29, 2003, and recorded in the RMC Office for Charleston County in Book A447 at page 99. Double G Foundation LLC was created by Sisson, who is its sole member. It acquired the property by deed of its sole member, Sisson, dated December 31, 2002, and recorded in the RMC Office for Charleston County in Book V431 at page 453. Sisson Foundation is a necessary party to these proceedings by virtue of its ownership of a 1% interest in the property described in paragraph 4.

6. Sweetgrass Hardware, Inc. (hereinafter "Sweetgrass") is a corporation organized and existing under the laws of the State of South Carolina, holding a

leasehold interest in property east of the 5.862 acre tract owned by Defendant 4.0 LLC and Sisson Foundation, and operating a hardware store thereon. The property is described as follows:

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a 'Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina' prepared by James L. Owen, Jr., dated February 22, 1989, and recorded on February 22, 1989, and recorded on July 15, 1991, at the Charleston County R.M.C. Office in Plat Book CD, at Page 139

TMS#: 598-00-00-027

7. Timarand, Inc. (hereinafter "Timarand") is the owner of the tract of land described in paragraph 6 above and the landlord of the Defendant Sweetgrass. As owner of said tract, Timarand is a necessary party to these proceedings.

FACTS ON WHICH THIS ACTION IS BASED

8. On July 13, 1999, Stow Away, by its managing member, filed with the South Carolina Department of Highways and Public Transportation (hereinafter "SCDHPT") an Application for Encroachment Permit requesting access to drive to the parcel described in paragraph 2. The access was from U.S. Highway 17 (hereinafter "Hwy. 17") opposite the Porcher Bluff Road intersection with Hwy. 17 and was to be 24' wide with a 30' radius on the south side and a 40' radius on the north side.

9. In the course of negotiations with SCDHPT, its name changed to the South Carolina Department of Transportation (hereinafter "SCDOT").

10. In response to Stow Away's application for an encroachment permit, SCDOT ultimately agreed to the encroachment permit requested and required Sisson, then the owner of the property now held by Defendants 4.0 LLC and Sisson Foundation, to abandon the access previously used by him for ingress to and egress from Hwy. 17.

11. On March 21, 2000, E.L. Pooser, III, the managing member of Stow Away, wrote a letter to Mr. Sisson offering him an easement across Stow Away's property to and from Hwy. 17 in exchange for his abandonment of his original access.

12. Included with the letter was a draft of the easement offered.

13. Sisson "Acknowledged and Agreed" to the offer and the abandonment of his original access by signing and returning a copy of the letter on March 27, 2000. (Exhibit 1)

14. On October 17, 2000, the ACCESS EASEMENT AND ABANDONMENT OF ENCROACHMENT PERMIT was signed by both E.L. Pooser, III, as Managing Member of Stow Away, and George W. Sisson a/k/a George W. Sissons. The document was subsequently recorded in the RMC Office for Charleston County on November 16, 2000 in Book U358, page 109. (Exhibit 2)

15. Following several telephone conversations with Stow Away's member, Bert Pooser, on September 27, 2006, Tim Askins, the sole shareholder of Timarand, had his wife fax a sketch to Pooser, depicting a proposed extension of the Access Easement previously provided to Sisson which would have allowed access over Stow Away's Access Easement to Timarand's property, which he subsequently leased to Sweetgrass. (See Exhibit 3) Pooser never agreed to the proposed extension.

16. On January 3, 2007, the Defendant Timarand and the Defendant Sweetgrass entered into a lease of the property described below, pursuant to the provisions of which Timarand leased the property to Sweetgrass for a term of 10 years with an option to extend the term for two additional 5 year periods. The property is described as follows:

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a 'Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina' prepared by James L. Owen, Jr., dated February 22, 1989, and recorded on February 22, 1989, and recorded on July 15, 1991, at the Charleston County R.M.C. Office in Plat Book CD, at Page 139

TMS#: 598-00-00-027

(See Memorandum of Lease, Exhibit 4)

17. The deed and plat by which Timarand acquired the property leased to Sweetgrass provided access to U.S. Highway 17 North only to the east of Sisson's property as shown on plat recorded in the RMC Office for Charleston County in Plat Book CD at page 139 and plat recorded in the RMC Office for Charleston County in Plat Book EA at page 742. (Exhibits 5 and 6)

18. Shortly after Sweetgrass leased the property from Timarand, it renovated and enlarged a commercial building on the property for use as a retail hardware store.

19. In the course of preparing its leased property for use as a hardware store, large trees and shrubbery blocking access to Sisson's property were removed and Sweetgrass constructed a gate on its west property line, thereby providing access to its

property from the access to Hwy. 17 that Sisson had agreed with Stow Away to abandon.

20. Upon completion of renovations and opening of the store, customers of Sweetgrass, with the permission of Sisson, began using the old easement to Sisson's property which he had agreed to abandon under the terms of the Access Easement and Abandonment of Encroachment Permit dated October 17, 2000. Indeed, Sisson and/or Sweetgrass paved the old easement on April 19, 2009 to facilitate its use, notwithstanding Sisson's contractual agreement to abandon it.

21. Despite the SCDOT's objection, Sweetgrass and its customers continued to use the access Sisson had agreed to abandon to reach the hardware store. (See Letter from Richard L. Turner, P.E., Resident Maintenance Engineer dated July 21, 2008 attached as Exhibit 7)

22. Shortly thereafter, the SCDOT erected barriers to prohibit further use of the access Sisson had agreed to abandon, thereby limiting access to both Stow Away's property and Sisson's property and extinguishing the access of the customers of Sweetgrass.

23. Thereupon, Sweetgrass and its customers began using the access constructed by Stow Away on its property to access Sweetgrass' hardware store.

24. By letter dated August 20, 2008, counsel for Stow Away wrote Sweetgrass' President demanding that he notify his customers to cease using Stow Away's access to reach Sweetgrass' store. (See letter attached as Exhibit 8)

25. This demand was met by a written response from Sweetgrass' attorney, dated November 10, 2008, advising that: "Sweetgrass Hardware, Inc. is a lawful assignee of Mr. Sissons [sic], and therefore entitled to the full benefit of the Easement." (See letter attached as Exhibit 9)

26. Counsel for Stow Away then sent an email to Sweetgrass' attorney asking him to email him a copy of the document by which Sweetgrass Hardware, Inc. had become "a lawful assignee of Mr. Sissons [sic], and therefore entitled to the full benefit of the Easement." (Exhibit 10)

27. It developed that, in point of fact, Sweetgrass did not hold any written lawful assignment, but counsel for Sweetgrass then proceeded to obtain a License Agreement from 4.0 LLC to Sweetgrass dated November 13, 2008 (3 days after counsel had advised that Sweetgrass was already a "lawful assignee of Mr. Sissons [sic].") (See License Agreement attached as Exhibit 11)

28. The License Agreement, by its terms and according to law, was and is personal to Sweetgrass and "may not be sold, transferred, assigned or given to any third party." (License Agreement ¶ 10)

29. Nonetheless, both Sisson, individually and as sole member of 4.0 LLC,, and Sweetgrass have persisted in asserting that the License Agreement allows Sweetgrass to assign to its customers the use of Stow Away's Easement and have refused to relent in their insistence that Sweetgrass' customers have the right to use Stow Away's Easement and have threatened that "any further attempt by Stow Away Storage, LLC to interfere with this right will result in action for injunctive relief, and

damages for any lost business." (See letter from Sweetgrass' counsel, Exhibit 12, and letter from George Sisson, Exhibit 13)

30. The law is well settled that the dominant tenant of an easement appurtenant cannot assign or convey a right to use such easement to an owner of property beyond the boundary of the dominant estate.

31. By their action, Sisson, 4.0 LLC and Sweetgrass have placed Stow Away in such relationship with Sweetgrass and its customers as makes it necessary for Stow Away to incur expenses, including but not limited to, legal expenses and costs to protect its interests, and the costs and expenses that Stow Away has already incurred and will occur in this litigation are the legal consequences of their actions.

FOR A FIRST CAUSE OF ACTION AGAINST SISSON,
4.0 LLC, SISSON FOUNDATION, SWEETGRASS AND TIMARAND
(Declaratory Judgment and Permanent Injunction)

32. Each and every allegation set forth above is fully incorporated herein.

33. The actions of Sisson, individually and through 4.0 LLC and Sisson Foundation, and Sweetgrass and its customers, in attempting to obtain for Sweetgrass and its customers, the unfettered right to the use of the easement across Stow Away's property by granting Sweetgrass a license to use the easement, violates the law of easements which proscribes the attempted expansion of the easement by the dominant tenant (Sisson, 4.0 LLC, Sisson Foundation) to Sweetgrass and its customers who are privy to a leasehold interest in property situate beyond the boundary of the servient estate. Additionally the License, by its terms, and by law, is personal to Sweetgrass and unassignable. Stow Away is therefore entitled to a permanent injunction enjoining those

parties from further use of Stow Away's easement and allowing Stow Away to take the necessary action to prevent the continued use of the easement, including, but not limited to, the installation of remote controlled gated access for Sisson, 4.0 LLC and Sisson Foundation and their invitees, to the exclusion of Sweetgrass and its customers. As landlord of Sweetgrass and owner of the leased property, Timarand is a necessary party to these proceedings to the extent that it sanctions the actions of Sweetgrass and Sisson and claims any interest in Stow Away's easement to Sisson.

FOR A SECOND CAUSE OF ACTION AGAINST
THE DEFENDANT SWEETGRASS
(Tortious Interference with Contract)

34. Each and every allegation set forth above is fully incorporated herein.

35. Sweetgrass, with knowledge of the contract existing between Sisson and Stow Away pursuant to the terms of the Access Easement and Abandonment of Encroachment Permit (Exhibit 2), first asserted, through its counsel, that it was "a lawful assignee of Mr. Sissons [sic] and therefore entitled to the full benefit of the Easement." (See Exhibit 9)

36. When requested by counsel for Stow Away to provide a copy of the document establishing Sweetgrass' entitlement to the full benefit of the Easement, counsel for Sweetgrass then acquired and produced a License Agreement (See Exhibit 11), which by law and by its terms is not assignable. Nonetheless, Sweetgrass persisted in assigning to its customers the right to use the Stow Away Easement and threatened Stow Away with legal action for injunctive relief and damages if it should interfere with the access of Sweetgrass or its customers. (See Exhibits 12 and 13)

37. The actions of Sweetgrass were willful and unjustified and constitute tortious intentional and reckless interference with the contractual rights of Stow Away pursuant to Access Easement and Abandonment of Encroachment Permit (Exhibit 2) existing between Stow Away and Sisson, 4.0 LLC and Sisson Foundation, and have damaged Stow Away by subjecting its property to voluminous traffic without legal authority, causing it to gate its access and incur expenses in trying to prevent the unauthorized use of its easement and in necessitating the expenditure of substantial sums for legal fees, costs and expenses to protect its property interests and respond to the threats of Sweetgrass.

38. By virtue of its willful and unjustified conduct, Sweetgrass is liable to Stow Away for actual and punitive damages.

FOR A THIRD CAUSE OF ACTION AGAINST SISSON,
4.0 LLC AND SISSON FOUNDATION
(Equitable Indemnity)

39. Each and every allegation set forth above is fully incorporated herein.

40. The actions of Sisson individually and through 4.0 LLC and Sisson Foundation are in breach of the contract between Stow Away and Sisson and have placed Stow Away in such relationship with Sweetgrass and its customers as makes it necessary for Stow Away to incur expenses, including, but not limited to, attorney's fees and costs to protect its interests and enjoin Sweetgrass and its customers, and the costs and expenses that Stow Away has already incurred and will continue to incur in pursuing this action to enjoin the violation of its property rights are the legal consequence of their actions.

Wherefore, Stow Away prays for the following relief:

1. A judgment declaring the Easement granted to Sisson to be an easement appurtenant granted for the purpose of providing Sisson the right of ingress and egress to and from his property for the benefit of Sisson and his property;

2. A judgment declaring that, as holder of an easement appurtenant to his property (the dominant estate), neither Sisson nor 4.0 LLC nor Sisson Foundation have any right to expand the easement to property beyond the boundary of the dominant estate.

3. A judgment declaring that, under the terms of the License granted by Sisson and 4.0 LLC to Sweetgrass, and the law of Licenses, any right that Sweetgrass has to use Stow Away's Easement is not assignable.

4. A permanent Injunction, enjoining Sisson, 4.0 LLC, Sisson Foundation, Sweetgrass and Timarand from allowing Sweetgrass or its customers or employees to use Stow Away's access easement to Hwy. 17 and allowing Stow Away to limit access to its easement by gated access operable only by suitable remote control devices which shall not be made available to Sweetgrass or its customers.

5. A judgment holding that, by ignoring Stow Away's protestations against the use of its easement by Sweetgrass and its customers and entering into a License Agreement with Sweetgrass intended for their use of Stow Away's easement, Sisson and 4.0 LLC and Sisson Foundation have violated the terms of the Access Easement And Abandonment of Encroachment Permit and the terms of the License.

6. A judgment against Sweetgrass for actual and punitive damages for insisting on the right of its company and customers to utilized Stow Away's easement to Sisson to gain access to its hardware store, and violating Stow Away's rights under the Access Easement and causing Stow Away to incur damages, including the costs and expenses of gating its access, in an effort to stop Sweetgrass' customers from using its property and incurring attorney's fees and costs in attempting to protect its interests.

7. A judgment awarding it Equitable Indemnity and judgment against Sisson, 4.0 LLC, Sisson Foundation and Sweetgrass for all attorney's fees, costs and expenses incurred in protecting its rights under the terms of the Access Easement and Abandonment of Encroachment Permit.

8. A judgment against Sweetgrass for actual and punitive damages for its tortious interference with the contractual terms of its Access Easement with Sisson.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

Attorney for Defendant

Charleston, South Carolina

April 4, 2011

STOW AWAY STORAGE, LLC
One Surrey Court
Columbia, South Carolina 29212

March 21, 2000

Mr. George Sissons
Charleston, South Carolina

RE: Access Easement

Dear Mr. Sissons:

As we discussed I enclose a form of Easement Agreement to be given by Stow Away Storage, LLC. The easement would give you a perpetual right to utilize Stow Away's driveway, at no cost and expense, to access U.S. Highway 17. The preliminary plans for our driveway and the location of the drive easement for you are attached to the easement. As these plans are finalized a complete definitive description of the easement will be attached to the easement and it will be recorded.

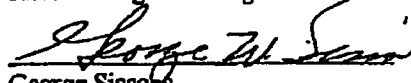
In connection with our granting the drive easement, you will be abandoning and terminating your drive cut on Highway 17. The easement has appropriate language for this purpose in it, as well.

If you are agreeable to terminating and abandoning your drive cut in exchange for the easement to be granted by us as described in the easement document, please acknowledge the same by signing a copy of this letter where indicated below and returning it to me at your earliest convenience. Should you have any questions, please do not hesitate to contact me.

Best regards,

E. L. Pooser, III

Acknowledged and Agreed:



George Sissons

Dated: 3-27-00

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) ACCESS EASEMENT
AND
ABANDONMENT OF
ENCROACHMENT PERMIT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed to be effective as of the 17th day of October, 2000, by and between STOW AWAY STORAGE, LLC, a South Carolina limited liability company (hereinafter referred to as the "Grantor"), and George Sissons (hereinafter referred to as the "Grantee").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid by Grantee to Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on, and through that certain portion of Grantor's property designated and delineated as "Access Easement for Sissons Property" and more particularly described on Exhibit B attached hereto (the "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17.

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

NPCOL1428689.1-EA-(JAS) 025284-00000

Abandonment of Encroachment Permit. Grantee does hereby agree to abandon and terminate any rights Grantee may have to access U.S. Highway 17 by any means other than the Access Easement. It is specifically understood and agreed by Grantee that the grant of the Access Easement shall terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the Access Easement.

It is intended that the terms, conditions, easements, and rights granted and agreed to herein shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively. It is further intended that the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable. This Agreement may be amended, modified, or terminated only by recorded written instrument duly executed and acknowledged by Grantor and Grantee, or their respective successors and/or assigns. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included herein. All provisions of this Agreement, including the benefits and burdens, run with the Grantor's property and are binding upon and inure to the heirs, assigns, successors, and personal representatives of the parties hereto, as applicable.

TO HAVE AND TO HOLD, subject to all encumbrances, easements, rights-of-way, restrictions, and agreements of record as of the date hereof, all and singular the rights, easements, and agreements before mentioned unto the Grantor and Grantee, its successors and assigns, forever.

BK U358PG111

AND, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Access Easement unto the said Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name this 17 day of October, in the year Two Thousand, A.D. and in the Two Hundred and Twenty-Fourth year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

GRANTOR:

STOW AWAY STORAGE, LLC

(SEAL)

Michael J. Poland
WITNESS NO. 1

Alicia A. Davis
WITNESS NO. 2

By: [Signature]
Name: R.L. Pooser, III
Title: Member

GRANTEE:

Chrisil. An
WITNESS NO. 1

[Signature]
WITNESS NO. 2

[Signature]
George Sissons
*aka George W. Sissons

NP-COL1-425669.1-EA-(JAS) 025294-00000

ROA 0048

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named Stow Away Storage, LLC by E.L. Pooser, III, its Member, sign, seal, and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Merle J. Rowland
WITNESS NO. 1

SWORN TO BEFORE ME THIS
17 day of October, 2000

Tammy A. Simpson (LS)
Notary Public for South Carolina
My Commission Expires: 2-6-2007

BK U358PG113

STATE OF SOUTH CAROLINA)

COUNTY OF _____)

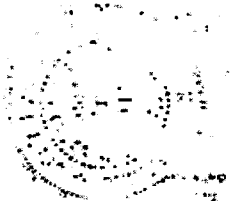
PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named George Sissons*, sign, seal, and as his act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Curtis H. Orr
WITNESS NO. 1

SWORN TO BEFORE ME THIS
30 day of October, 2000

Walter R. Baker (LS)
Notary Public for South Carolina
My Commission Expires: 12-12-2000



NPCCOL1-428588.1-EA-(IAS) 023394-00000

ROA 0050

EXHIBIT A

(Legal Description)

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by E.M. Seabrook, Jr., Inc. dated May 17, 1989, entitled "Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina." Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Salah Hibri, a/k/a Salah Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Ackerman and Constance S. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.08 feet, more or less.

TMS: 580-00-00-024

AND

ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.481 acres, more or less, as shown on that certain plat entitled "Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina" by James Landlord Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1985, and recorded in the RMC Office for Charleston County in Plat Book BE, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Stow Away Storage, LLC and recorded in the Office of the Register of Mesne Conveyances for Charleston County in Deed Book Z328 at page 662.

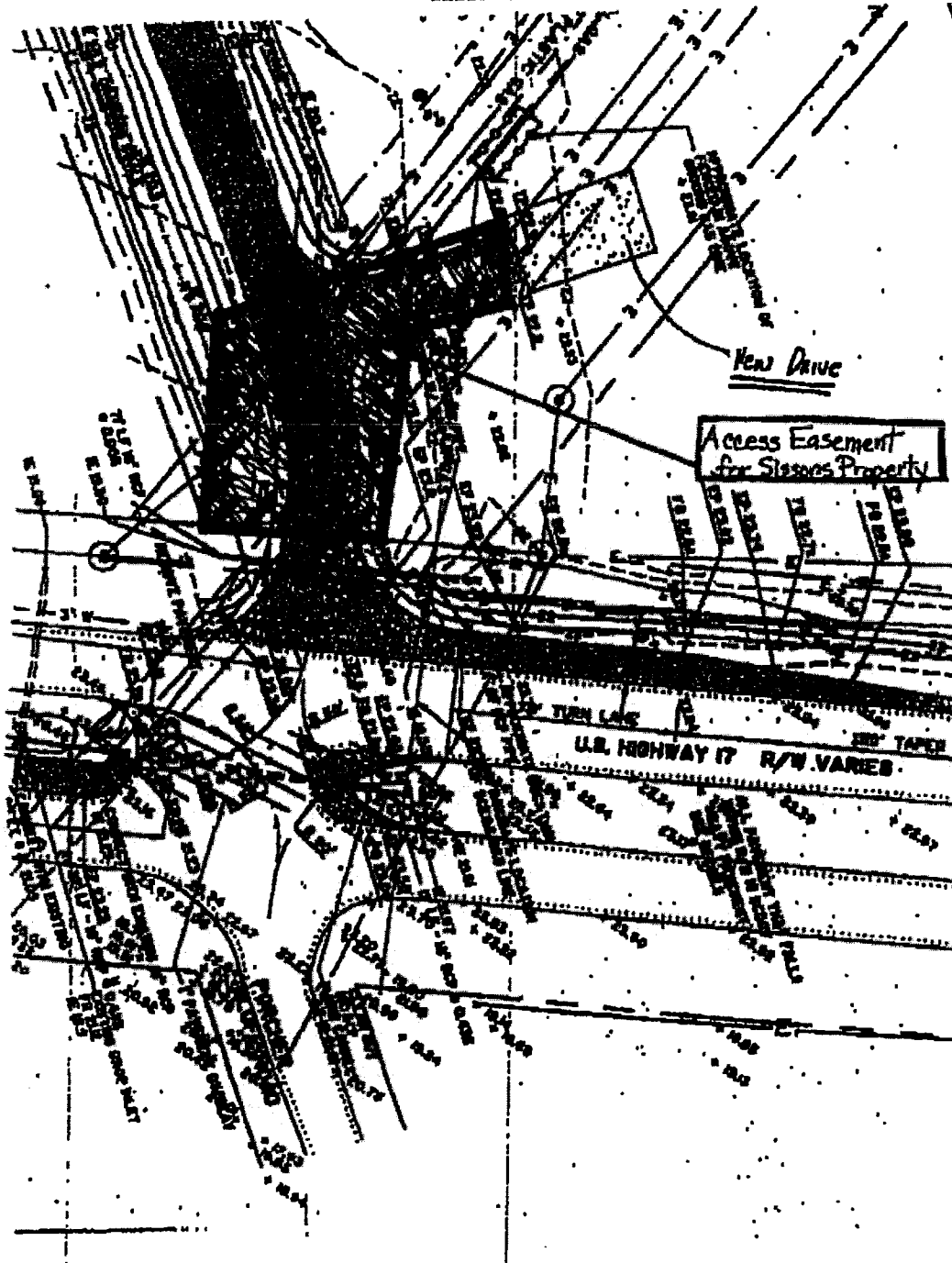
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EXHIBIT B

All that certain piece, parcel, or lot of land designated and labeled as "Access Easement for
Sissons Property" and further depicted by hashmarks on the attached sketch labeled Exhibit B-1.

NPCL1428600.1-EA-(IAS) 025204-00000

EXHIBIT B-1



Nelson Pruet Jacobs
Pollard

P. O. Drawer 2426

Cole, SC 29202-9732

1
V
2

(es)

U358PG117

FILED

U358-109

2000 NOV 16 PM 12:01

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

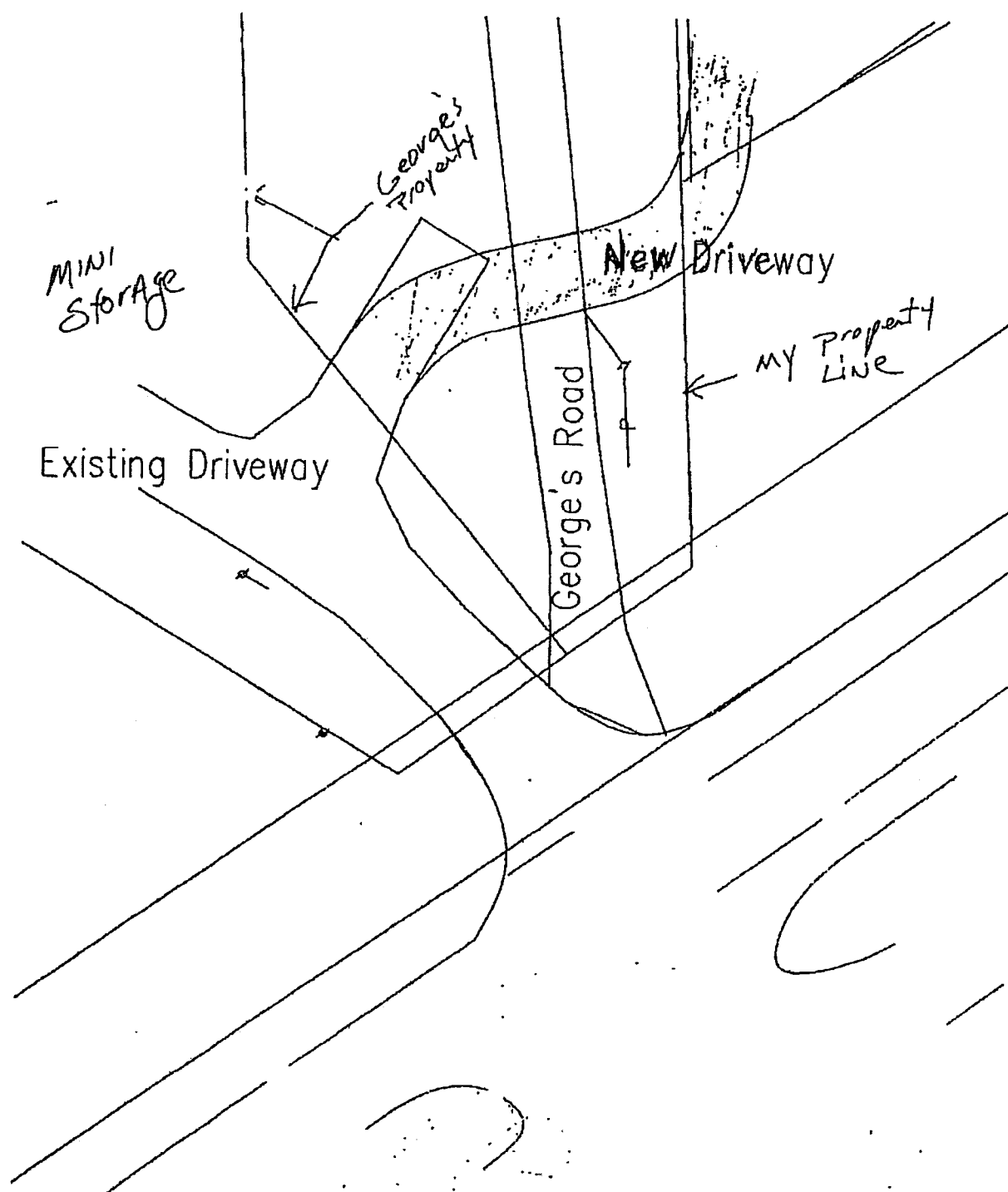
14.006

Sep 27 06 05:10p

Karen Askins

8438818753

p. 1



Att: Best P. III

From: Tim Askins

BK R 632PG231

SWEETGRASS

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into this 12th day of July, 2007 by and between Timarand, Inc. (hereinafter referred to as "Landlord") and Sweetgrass Hardware, Inc. (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, on or about the 3rd day of January, 2007, Landlord entered into a Lease with Tenant for the lease of all that real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, the Landlord and Tenant desire to execute the within Memorandum of Lease for the purpose of placing on public record the identity of the Landlord and Tenant and the term of the lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for valuable consideration, hereby declare that Landlord has entered into a Lease whereby Tenant agrees to lease and continue to lease all that real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. The initial term of this Lease is ten (10) years ending December 31, 2016. The Lease provides for up to two (2) separate consecutive renewal terms of five (5) years each.

Inquiries may be made as follows:

Landlord: Timarand, Inc.

1620 Home Farm Road

Mt. Pleasant, SC 29464

Tenant: Sweetgrass Hardware, Inc.

3008 North Hwy 17

Mt. Pleasant, SC 29464

BK R 632PG232

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12 day of
July, 2007.

WITNESSES:

[Signature]

Elizabeth P. Martin

LANDLORD: Timarand, Inc.

By:

[Signature]

David R. Dixon
Its: Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The within instrument was acknowledged before me by Timarand, Inc..

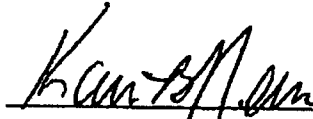
SWORN to before me this
12 day of July 2007

[Signature]

Notary Public for South Carolina
My commission expires: 2/1/09

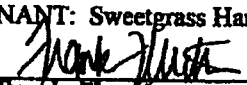
BK R 632PG233

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12 day of July, 2007.





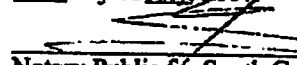
TENANT: Sweetgrass Hardware, Inc.

By: 
Frank Fletcher
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The within instrument was acknowledged before me by Sweetgrass Hardware, Inc..

SWORN to before me this
12 day of July, 2007



Notary Public for South Carolina
My commission expires: 11-7-11

OK R 632PG234

EXHIBIT A

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a "Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina" prepared by James L. Owen, Jr., dated February 22, 1989, and recorded on February 22, 1989, and recorded on July 15, 1991, at the Charleston County R.M.C. Office in Plat Book CD, at Page 139.

TMS#: 598-00-00-027

Sweetgrass lease

72

BK R 632PG235

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



FILED

July 17, 2007

10:23:32 AM

BK R 632PG231

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Dodds & Hennessy, L.L.P.

Attorneys at Law

P.O. Box 298

Charleston

SC 29402

Number of Pages:

5

DESCRIPTION	AMOUNT
MISC MEMO	\$ 10.00
Postage	
TOTAL	\$ 10.00
DRAWER:	
	A - BJA

DO NOT STAMP BELOW THIS LINE



July 21, 2008

Mr. John Royall
Royall Hardware
3008 N Highway 17
Mount Pleasant, SC 29466

RE: Gated Access Point

Dear Mr. Royall:

The location of an unpermitted paved access point that your business currently utilizes is dangerous to the travelling public given its close proximity to US-17 and its location within a signalized intersection. Therefore this access is being removed as required by the SCDOT. We are asking that you close the access point some of your patrons are currently using near the signaled intersection and utilize only the US-17 driveway as access to your business. The owner of the Stow Away Storage facility, which has the only permitted access point at this signalized intersection, will not allow access from his driveway. Please discontinue the use of this referenced drive.

If you have any more questions or need additional information, please do not hesitate to call me at (843) 740-1655 ext. 501.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Turner", is positioned above the typed name of the signatory.

Richard L. Turner, P.E.
Resident Maintenance Engineer

Charleston Maintenance
5401 Maintenance Way
North Charleston, South Carolina 29405

Phone: (843) 740-1655
Fax: (843) 740-1548

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

ROA 0061

WARREN & SINKLER, L.L.P.

ATTORNEYS AT LAW

SUITE 340

171 CHURCH STREET

POST OFFICE BOX 1254

CHARLESTON, S.C. 29402

(843) 577-0660

LAW@WARREN-SINKLER.COM

Writer's Email: dsinkler@warren-sinkler.com

FACSIMILE

(843) 577-8843

G. DANA SINKLER
JOHN H. WARREN, III
SCOTT Y. BARNES (SC & DC)
MARK S. SHARPE
ASHLEY DANTZLER WRIGHT
ALYSON C. CAMPBELL

August 20, 2008

Mr. Frank Fletcher
Sweetgrass Hardware, Inc.
3008 N. Highway 17
Mt. Pleasant, SC 29466

Dear Mr. Fletcher:

I have been retained by Mr. E.L. Pooser, Jr., Managing Member of Stow Away Storage, LLC ("Stow Away") to represent Stow Away in connection with Sweetgrass Hardware, Inc.'s ("Sweetgrass") use of the permitted access granted by the South Carolina Department of Transportation ("SCDOT") on the west side of U.S. Highway 17 opposite the Porcher Bluff Road intersection with Hwy. 17.

On July 13, 1999, Mr. Pooser executed and forwarded to the SCDOT an Application for Encroachment Permit seeking its approval of a 24' drive with a 30' radius on the south side and a 40' radius on the north side providing access for ingress to and egress from a tract of land purchased by Stow Away from Buffalo Creek Land Company, LLC by deed dated June 22, 1998 and recorded in the RMC office for Charleston County in Book 2328 at page 662. The Application was approved by the SCDOT on March 29, 2000 on condition that the Dirt Driveway on the north side adjacent to Stow Away's property shall be removed.

At the time, and now, the "Dirt Driveway" was and is owned by George W. Sissons who owned a parcel of land north of the intersection which was accessed by the Driveway. As a condition of the Encroachment Permit granted Stow Away, Stow Away was required by SCDOT to enter into an Access Easement and Abandonment of Encroachment Permit granting Mr. Sissons access to his property. In exchange, Mr. Sissons, as Grantee, agreed to "abandon and terminate any rights Grantee may have to access U.S. Highway by any means other than the Access Easement. It is specifically understood and agreed by Grantee that the grant of the Access Easement shall terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the Access Easement."

In April of this year, someone caused the "Dirt Driveway" to be paved and it is presently being used to accommodate customers of Sweetgrass by providing them ingress and egress to the hardware store in violation of Mr. Sissons' agreement with Stow Away.

WARREN & SINKLER, L.L.P.

Mr. Frank Fletcher
August 20, 2008
Page 2

By letter dated July 21, 2008, Richard L. Turner, P.E., Resident Maintenance Engineer with the SCDOT, sent Mr. John Royall a letter advising that the location of the unpermitted paved access that your business is presently using is dangerous to the traveling public and will be removed. The letter also advised Mr. Royall that Stow Away, which has the only permitted access point at this signalized intersection, will not allow access from its driveway, and he was asked to discontinue the use of the unpermitted driveway.

This letter is to advise you that unless you immediately discontinue the use of the unpermitted driveway and close your access to it, Stow Away will institute an action against Sweetgrass for injunctive relief and all costs and expenses associated therewith.

Yours very truly,

WARREN & SINKLER, LLP



G. Dana Sinkler

GDS/jd

ROA 0063



BUIST, BYARS & TAYLOR, LLC
ATTORNEYS AT LAW

November 10, 2008

GRAY B. TAYLOR
ATTORNEY AT LAW
gray.taylor@buistbyars.com

Via facsimile and U.S. Mail

G. Dana Sinkler, Esq.
Warren & Sinkler, LLP
171 Church Street, Suite 340
Charleston, South Carolina 29401

Re: Stow Away Storage, LLC
Client File No.: 2008100189

Dear Mr. Sinkler,

I represent Sweetgrass Hardware, Inc., and am responding to your letter of August 20, 2008. I have visited the site, and reviewed the recorded easement by and between Stow Away Storage, LLC and George Sissons, which was recorded in the Charleston County RMC Office in Book U358, page 109, on November 16, 2000 (the "Easement").

Under the express terms of the Easement, your client granted George Sissons, and his successors and assigns, rights in the real property depicted in Exhibit B-1 of the Easement. Moreover, the Easement states that the "assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or the Grantee". Sweetgrass Hardware, Inc. is a lawful assignee of Mr. Sissons, and therefore entitled to the full benefit of the Easement.

On several recent occasions representatives of the Charleston County Sheriff's Department have visited my client and demanded that the gate between their parking lot and the access easement be closed. When pressed as to the reason, my client was informed that every time he opened the gate, the manager of Stow Away Storage called the Sheriff's Department and complained, taking them away from other police business. Therefore, the officer's deducted that opening the gate constituted a "public nuisance", as it resulted in phone calls to their office. I find this logic somewhat creative, but nonetheless flawed, and will take this issue up separately with the Sheriff's Department.

In response to your letter, our position is that Sweetgrass Hardware, Inc. and its patrons have a legal right to utilize the area subject to the Easement, and intend to do so. Any further

{00121273.DOC 2}

652 Coleman Blvd., Suite 200 • Mount Pleasant, SC 29464 • Tel (843)856-1488 Fax (843)856-1489

ROA 0064

BUIST, BYARS & TAYLOR, LLC
ATTORNEYS AT LAW

attempts by Stow Away Storage, LLC to interfere with this right will result in action for injunctive relief, and damages for any lost business.

Please feel free to contact me with any further questions or comments as to this matter. With kindest regards, I remain

Yours very truly,



Gray B. Taylor

Enclosure

cc: Mr. Frank Fletcher (via email)

U358PG109

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

} ACCESS EASEMENT
AND
ABANDONMENT OF
ENCROACHMENT PERMIT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed to be effective as of the 17th day of October, 2000, by and between STOW AWAY STORAGE, LLC, a South Carolina limited liability company (hereinafter referred to as the "Grantor"), and George Sissons (hereinafter referred to as the "Grantee").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid by Grantee to Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on, and through that certain portion of Grantor's property designated and delineated as "Access Easement for Sissons Property" and more particularly described on Exhibit B attached hereto (the "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17.

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

WPCCL:CMR:ELV:ELV:CMR:ELV

U358PG110

Abandonment of Encroachment Permit. Grantee does hereby agree to abandon and terminate any rights Grantee may have to access U.S. Highway 17 by any means other than the Access Easement. It is specifically understood and agreed by Grantee that the grant of the Access Easement shall terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the Access Easement.

It is intended that the terms, conditions, easements, and rights granted and agreed to herein shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively. It is further intended that the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable. This Agreement may be amended, modified, or terminated only by recorded written instrument duly executed and acknowledged by Grantor and Grantee, or their respective successors and/or assigns. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included herein. All provisions of this Agreement, including the benefits and burdens, run with the Grantor's property and are binding upon and inure to the heirs, assigns, successors, and personal representatives of the parties hereto, as applicable.

TO HAVE AND TO HOLD, subject to all encumbrances, easements, rights-of-way, restrictions, and agreements of record as of the date hereof, all and singular the rights, easements, and agreements before mentioned unto the Grantor and Grantee, its successors and assigns, forever.

NP001 (1/2007) 1-2A (pub) 00000-0000

EX U358PG111

AND, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Access Easement unto the said Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name this 17 day of October, in the year Two Thousand, A.D. and in the Two Hundred and Twenty-Fourth year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

GRANTOR:

STOW AWAY STORAGE, LLC

(SEAL)

Michael J. Boland
WITNESS NO. 1

Alvin A. Davis
WITNESS NO. 2

By: [Signature]
Name: R.L. Foster, III
Title: Member

GRANTEE:

Cristi L. Orr
WITNESS NO. 1

Archie Baker
WITNESS NO. 2

[Signature]
George Stange
aka George W. Stange

NPCCOL1425288.1-BA-(JAB) 002864-0000

U358P6112

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named Stow Away Storage, LLC by E.L. Foster, III, its Member, sign, seal, and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Marie J. Rowland
WITNESS NO. 1

SWORN TO BEFORE ME THIS
17 day of October, 2008

T. J. Simpson (LS)
Notary Public for South Carolina
My Commission Expires 12-1-2011

HPCLC133506.1-24-1A2 00004-0000

EX U358PG113

STATE OF SOUTH CAROLINA
COUNTY OF _____

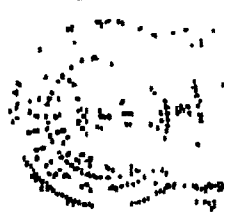
PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named George Slesons, sign, seal, and as his act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Curtis H. Orr
WITNESS NO. 1

SWORN TO BEFORE ME THIS
30 day of October, 2000

Arnell Baker Watkins (LS)
Notary Public for South Carolina
My Commission Expires 12-12-2006



NOTARY PUBLIC - 1-20-00 (LS) 000004-0000

EX U358PG114

EXHIBIT A

(Legal Description)

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by E.M. Seabrook, Jr., Inc. dated May 17, 1989, entitled "Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina." Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Salah Hibri, a/k/a Salah Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Ackerman and Constance B. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.95 feet, more or less.

TMS: 598-00-00-024

AND

ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.481 acres, more or less, as shown on that certain plat entitled "Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina" by James Landford Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1983, and recorded in the RMC Office for Charleston County in Plat Book BH, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Stow Away Storage, LLC and recorded in the Office of the Register of Means Conveyances for Charleston County in Deed Book Z328 at page 662.

MP0011487881-BA(LINE)028284-00000

U358PG115

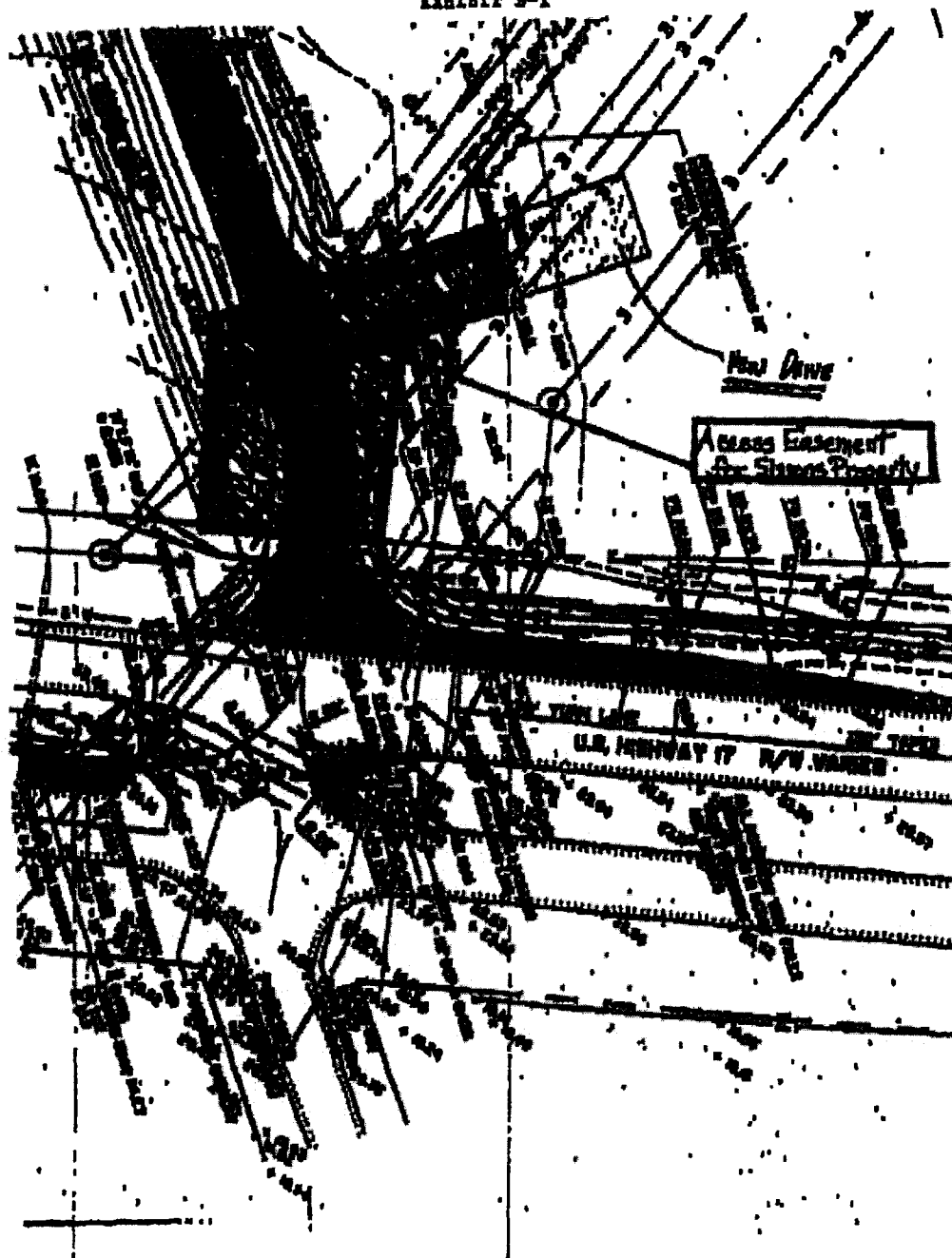
EXHIBIT B

All that certain piece, parcel, or lot of land designated and labeled as "Access Easement for
Siskons Property" and further depicted by hatchmarks on the attached sketch labeled Exhibit B-1.

MPXOL 04090001 0001 000000000000

U358PG116

EXHIBIT B-1



Nelson Trust Jacobs
+ Pollard
P.O. Drawer 2426
Coke, SC 29202-9732

12

(8)

EX-10 U358PG117

FILED

U358-109

2008 NOV 16 PM 12:01

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

14:00

Dana Sinkler/W_and_S

11/12/2008 11:00 AM

To gray.taylor@bulstbyars.com

cc

bcc bpooser3@imichotels.com

Subject Stow Away Storage-Sweetgrass Hardware, Inc.

Mr. Taylor- Please send me by email a copy of the document by which Sweetgrass Hardware, Inc. has become "a lawful assignee of Mr. Slssons, and therefor entitled to the full benefit of the Easement". I tried to access it on the Internet but, apparently, it is not recorded. Thanks, Dana Sinkler

G. Dana Sinkler
Warren & Sinkler, LLP
171 Church Street, Suite 340
Charleston, South Carolina 29401
(843) 577-0660
Fax (843) 577-6843
dsinkler@warren-sinkler.com

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After recording please return to:
 Gray B. Taylor, Esq.
 Buist, Byars & Taylor, LLC
 652 Coleman Boulevard, Suite 200
 Mount Pleasant, South Carolina 29464

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 13th day of November, 2008, by and between 4.0 LLC ("Licensor"), and Sweetgrass Hardware, Inc., (the "Licensee").

WHEREAS, the Licensor is the holder of certain non-exclusive rights under that certain Access Easement and Abandonment of Encroachment Permit dated October 17, 2000 and recorded in the Charleston County RMC Office at Book U358 at Page 109 (the "Easement Agreement"), which grants to the Licensor a non-exclusive and perpetual easement over, one and through that certain portion of Stow Away Storage, LLC's ("Stow Away") property as described in the Easement Agreement (the "Easement"); and

WHEREAS, the Licensor desires to authorize Licensee to use the Easement for ingress and egress access from Highway 17 to Licensee's property, as described on the attached Exhibit "A" (Licensee's Property"), and to grant an exclusive license to the Licensee for the same; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Licensor and Licensee hereby agree as follows:

1. License for Use of Property. Licensor hereby grants to Licensee, for so long as Licensee leases the Licensee's Property, an exclusive license for ingress and egress access from Highway 17 to Licensee's Property.
2. Limitations on Use. The foregoing license shall be subject to:
 - a. The right of Licensor to adopt and amend reasonable rules and regulations pertaining to the use of the Easement, including, without limitation, rules establishing hours and vehicle or other limitations.
 - b. The right of Licensor to temporarily rescind this license for limited periods of time for the convenience of the Licensor.
 - c. Maintenance Responsibility. Licensee shall not have any maintenance responsibility for the Easement, but shall immediately repair any damage resulting from Licensee's exercise of this license.

3. Extension. This license may NOT be extended or renewed except with the express written permission of the Licensor. Licensee acknowledges that Licensor may refuse to extend this license beyond the initial term for any or no reason. Licensee also acknowledges that the Licensor is under no obligation to extend this License and that unless an extension is agreed to in writing, this License ends upon the conveyance of Licensee's Property to a third party.

4.

Enforcement. Licensee stipulates and agrees that it shall be bound by the terms of this license, and that it has entered into this license agreement voluntarily, of its own free will, and for good and valuable consideration. Licensee further states that it has had ample opportunity to consult with legal counsel regarding this license agreement, and has substantially participated in the drafting of this license agreement, such that it shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

a. The venue and jurisdiction for any dispute arising out of this license agreement shall be the Charleston County Court of Common Pleas. All parties hereto agree to waive any right they may have to demand a trial by jury.

b. Licensee further agrees that, in the event of its breach of the license agreement, Licensor shall be entitled to a temporary injunction restraining Licensee from continued use of the license and from any operations in violation of the license terms contained herein, and that the temporary injunction shall be issued without requirement for a bond. Such temporary injunction is agreed to by the Licensee in favor of the Licensor upon the motion of the Licensor for a temporary injunction made to the Charleston County Court of Common Pleas.

c. Licensee further agrees that, in its defense of any action brought to enforce the terms of this license agreement or the Covenants, it shall not raise any defense that the terms of the license agreement or the Covenants violate public policy, constitute an unfair restraint of trade, an unfair trade practice, or any substantially similar statutory or common law defense.

Licensor AC (initial here)

Licensee JB (initial here)

5. Amendment. This license may be amended only in writing by an instrument signed on behalf of the Licensor and Licensee.

6. Severability. Whenever possible, each provision of this license shall be interpreted in such manner as to be effective and valid, but if the application of any non-essential provisions to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any other provision which can be given effect without the invalid provision or application and without defeating the intent hereof, and, to this end, the provisions of this agreement are declared to be severable.

7. Notices. Any notices provided for in this license shall be in writing and shall be delivered to the primary business address of each party.

8. Termination. If Licensee fails to perform any of its obligations herein contained, in whole or in part, or violates any condition or obligation of the license, Licensor shall have the right, but not the obligation, to cancel this license upon ten (10) days written notice to Licensee.

9. No transfer of ownership. The use being made of the Easement by reason of this license is strictly permissive, not adverse, and it is agreed among the parties that the same shall in no instance ripen into an interest adverse to the interests of the Licensor under the Easement Agreement, or ripen into a permanent right by or for any reason whatsoever, including without limitation the passage of time or the continued use by Licensee beyond the term of this license.

10. Assignment. This license is personal to Licensee and may not be sold, transferred, assigned or given to any third party. The sale or assignment of a majority interest in the Licensee entities shall constitute an assignment for the purposes of this provision and shall constitute a violation of this License.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first written above.

WITNESS:

Cristi I. On

CRISTI I ON

4.0 LLC

George W. Sissons
BY: George W. Sissons
Its: Member

Dana Lynn Fletcher

Dana Lynn Fletcher

SWEETGRASS HARDWARE, INC.

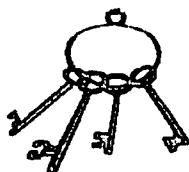
Frank R. Fletcher
By: Frank R. Fletcher
Its: PRESIDENT



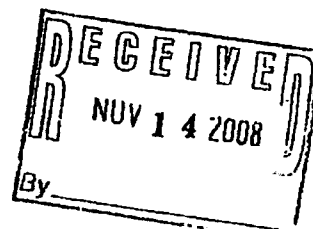
EXHIBIT A
(Licensee's Property)

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a "Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina" prepared by James L. Owen, Jr., dated February 22, 1989 and recorded on July 15, 1991, at the Charleston County RMC Office in Plat Book CD at Page 139.

TMS No. 598-00-00-027



BUIST, BYARS & TAYLOR, LLC
ATTORNEYS AT LAW



November 10, 2008

GRAY B. TAYLOR
ATTORNEY AT LAW
gray.taylor@buistbyars.com

Via facsimile and U.S. Mail

G. Dana Sinkler, Esq.
Warren & Sinkler, LLP
171 Church Street, Suite 340
Charleston, South Carolina 29401

Re: Stow Away Storage, LLC
Client File No.: 2008100189

Dear Mr. Sinkler,

I represent Sweetgrass Hardware, Inc., and am responding to your letter of August 20, 2008. I have visited the site, and reviewed the recorded easement by and between Stow Away Storage, LLC and George Sissons, which was recorded in the Charleston County RMC Office in Book U358, page 109, on November 16, 2000 (the "Easement").

Under the express terms of the Easement, your client granted George Sissons, and his successors and assigns, rights in the real property depicted in Exhibit B-1 of the Easement. Moreover, the Easement states that the "assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or the Grantee". Sweetgrass Hardware, Inc. is a lawful assignee of Mr. Sissons, and therefore entitled to the full benefit of the Easement.

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In response to your letter, our position is that Sweetgrass Hardware, Inc. and its patrons have a legal right to utilize the area subject to the Easement, and intend to do so. Any further

{00121273.DOC 2}

652 Coleman Blvd., Suite 200 • Mount Pleasant, SC 29464 • Tel (843)856-4488 Fax (843)856-0613
www.buistbyars.com

ROA 0080

BUIST, BYARS & TAYLOR, LLC
ATTORNEYS AT LAW

attempts by Stow Away Storage, LLC to interfere with this right will result in action for injunctive relief, and damages for any lost business.

Please feel free to contact me with any further questions or comments as to this matter.
With kindest regards, I remain

Yours very truly,

A handwritten signature in black ink, appearing to be 'G. Taylor', enclosed within a large, loopy circular flourish.

Gray B. Taylor

Enclosure

cc: Mr. Frank Fletcher (via email)



Sisson SCALE
AND EQUIPMENT COMPANY, INC.

INDUSTRIAL and RETAIL
WEIGHING SYSTEMS



May 26, 2009

Mr. E. L. Pooser, Jr., President & CEO
IMIC Hotels
P.O. Box 21427
Columbia, SC 29221-1427

Dear Bert:

I have reviewed your letters of April 24th and May 6th and discussed them extensively with Frank Fletcher, owner of Sweetgrass Hardware. Subsequently, we have had meetings with our attorneys and Mt. Pleasant Town Administration officials. While your attorney may feel confident about the legal issue being in your favor, our attorneys and Mt. Pleasant officials seem to feel confident that our interpretation of my rights under this "Non-Exclusive Easement" are absolutely defensible. Bert, I guess we can continue to pay attorneys and go back and forth as to whom is right, or we can meet to discuss a possible solution.

As I have stated on numerous occasions, the construction of a dedicated and protected turn signal on a public highway has created this situation that we are all now living with. However, I see nothing that I, or Sweetgrass Hardware can do to eliminate the public from interpreting this intersection as public access. Even if I agreed to abandon my easement, which I remind you, I accepted in order for you to even get permission to have your access, you would do nothing but "trap" motorists in your driveway, which was exactly what was happening when the gate was closed. You keep stating safety issues: having your employee block traffic on Highway 17 and forcing vehicles to back out of your driveway rather than allowing them to turn around or exit through my property seems more like a lawsuit waiting to happen than anything else that might occur. We have witnessed this happening when the gate was closed.

Closing the access gate to Sweetgrass Hardware solves nothing, as motorists will simply navigate around the building as was the case for over ten years.

Bert, I have no intention of abandoning my rightful "Non-Exclusive Easement" and access to my property. I think we have to sit down and possibly ask for a meeting with the DOT and Mt. Pleasant Road Department to determine how they propose to correct this issue with the HWY 17 IOP-Wando Six Lane Project which is underway. That project has to have an impact on this intersection and I believe they can help craft a solution that might reconcile your concerns. To accomplish this, we have to sit down and talk about this rationally.

I am copying Frank Fletcher and I think he needs to be part of this discussion. We are happy to make ourselves available at your convenience either here in Mt. Pleasant or in Columbia.

Sincerely,

George W. Sisson
Owner

C: Frank Fletcher, Sweetgrass Hardware

3018 Highway 17 North
Mt. Pleasant, SC 29466

PH: 843-884-2886
FX: 843-881-1583

123 Prosperity Drive
Savannah, GA 31408

PH: 912-966-2114
FX: 912-666-2380



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

vs.

George W. Sisson, 4.0 LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

) IN THE COURT OF COMMON PLEAS

) CASE NO. 2011-CP-10-2444

) ANSWER AND COUNTERCLAIM OF
) THE DEFENDANTS GEORGE W.
) SISSON, 4.0 LLC, THE SISSON
) FOUNDATION LIMITED PARTNERSHIP
) AND SWEETGRASS HARDWARE, INC.

TO: G. DANA SINKLER, ESQ.
WARREN & SINKLER, LLP
ATTORNEYS FOR THE PLAINTIFF

FILED
2011 MAY -2 PM 1:38
JULIE J. ARMSTRONG
CLERK OF COURT

The Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc., (collectively hereinafter the "Defendants") by and through their undersigned counsel, answering the Complaint of the Plaintiff Stow Away Storage, LLC ("hereinafter the "Plaintiff") and as and for their Counterclaim allege and state as follows:

1. Each and every allegation of the Plaintiff's Complaint not admitted, denied or otherwise qualified herein is hereby deemed denied and the Defendants demand strict proof thereof.
2. The Defendants admit the allegations of Paragraphs 1, 2, 3, 4, 5, 6, and 7 of the Plaintiff's Complaint.
3. The Defendants are without sufficient information to form a belief as to the allegations of Paragraphs 8 and 9 of the Plaintiff's Complaint, and, therefore, deny same and demand strict proof thereof.

4. The Defendants admit only so much of Paragraph 10 of the Plaintiff's Complaint that alleges the SCDOT requested that the Defendants abandon a previously existing point of access to U.S. Highway 17. The Defendants are without sufficient information to form a belief as to the remaining allegations of said Paragraph, and, therefore, deny same and demand strict proof thereof.

5. The Defendants admit only so much of Paragraphs 11, 12, 13 and 14 that allege to quote from the documents referenced thereon. The Defendants deny the remaining allegations of said Paragraphs and demand strict proof thereof.

6. The Defendants are without sufficient information to form a belief as to the allegations of Paragraph 15 of the Plaintiff's Complaint, and, therefore, deny same and demand strict proof thereof.

7. The Defendants admit only so much of Paragraph 16 of the Plaintiff's Complaint that allege to quote from a Memorandum of Lease referenced therein. To the extent the allegations of said Paragraph in any way differ from that Memorandum of Lease, the Defendants deny same and demand strict proof thereof.

8. The Defendants are not required to answer the allegations of Paragraph 17 of the Plaintiff's Complaint as the allegations of said Paragraph constitute legal conclusions. To the extent an answer is warranted, the Defendants deny same and demand strict proof thereof.

9. The Defendants admit the allegations of Paragraph 18 of the Plaintiff's Complaint.

10. The Defendants deny the allegations of Paragraph 19 of the Plaintiff's Complaint.

11. The Defendants deny the allegations of Paragraphs 20, 21, 22, and 23 of the Plaintiff's Complaint and demand strict proof thereof.

12. The Defendants admit only so much of Paragraph 24 of the Plaintiff's Complaint that allege a letter was written by counsel for Stow Away. To the extent the allegations of said Paragraph in any way differ from that letter, the Defendants deny same and demand strict proof thereof.

13. The Defendants admit the allegations of Paragraph 25 of the Plaintiff's Complaint.

14. The Defendants admit only so much of Paragraph 26 of the Plaintiff's Complaint that allege an email was written by counsel for Stow Away. To the extent the allegations of said Paragraph in any way differ from that email, the Defendants deny same and demand strict proof thereof.

15. The Defendants deny the allegations of Paragraph 27 of the Plaintiff's Complaint.

16. The Defendants admit only so much of Paragraph 28 of the Plaintiff's Complaint that allege to quote from the License Agreement referenced therein. To the extent the allegations of said Paragraph in any way differ from that License Agreement, the Defendants deny same and demand strict proof thereof.

17. The Defendants admit the allegations of Paragraph 29 of the Plaintiff's Complaint and would allege and show that the Plaintiff has interfered with the contractual obligations by and between the Defendants and has been notified by the Defendants, the SCDOT, the Town of Mt. Pleasant and the County of Charleston to cease and desist its attempts to interfere with the access to the property in question and described in the Plaintiff's Complaint.

18. The Defendants are not required to answer the allegations of Paragraph 30 of the Plaintiff's Complaint as said allegations constitute legal conclusions. To the extent an answer is warranted, the Defendants deny same and demand strict proof thereof.

19. Answering Paragraph 32 of the Plaintiff's Complaint, the Defendants deny same and demand strict proof thereof.

20. The Defendants deny the allegations of Paragraph 33 of the Plaintiff's Complaint and demand strict proof thereof.

21. Answering Paragraph 34 of the Plaintiff's Complaint, the Defendants deny same and demand strict proof thereof.

22. The Defendants admit the allegations of Paragraph 35 of the Plaintiff's Complaint and would allege and show that Sweetgrass is a lawful assignee as described therein.

23. The Defendants deny the allegations of Paragraph 36 of the Plaintiff's Complaint that allege Sweetgrass is not a lawful assignee as described therein and demand strict proof thereof. The Defendants admit the remaining allegations of said Paragraph.

24. The Defendants deny the allegations of Paragraphs 37 and 38 of the Plaintiff's Complaint and demand strict proof thereof.

25. Answering Paragraph 39 of the Plaintiff's Complaint, the Defendants deny same and demand strict proof thereof.

26. The Defendants deny the allegations of Paragraph 40 of the Plaintiff's Complaint and demand strict proof thereof.

**FOR A FURTHER ANSWER
AND AFFIRMATIVE DEFENSE**

27. The Defendants would allege and show that the Plaintiff's Complaint fails to state facts sufficient upon which relief can be granted, and, therefore, should be dismissed pursuant to Rule 12(b)(6) SCRCP.

**FOR A FURTHER ANSWER
AND SECOND AFFIRMATIVE DEFENSE**

28. The Defendants would allege and show that the Plaintiff's claims, if any, and none of which are admitted, are barred by the applicable statutes of limitation and/or repose.

**FOR A FURTHER ANSWER
AND THIRD AFFIRMATIVE DEFENSE**

29. The Defendants would allege and show that the Plaintiff's claims, if any, and none of which are admitted, are barred by the doctrines of waiver, estoppels and laches in that the Plaintiff failed to do anything to protect its alleged interest as set forth in its Complaint from the time of the original dispute between these parties and the filing of the Complaint.

**FOR A FURTHER ANSWER
AND FOURTH AFFIRMATIVE DEFENSE**

30. The Defendants would allege and show that the Plaintiff's claims, if any, and none of which are admitted are barred by the Plaintiff's inequitable actions regarding the access to the property, including, but not limited to, blocking of the easement, gating of the easement, harassing the users of the easement, and calling both the Town of Mt. Pleasant police officers and Charleston County sheriff's deputies in bogus attempts to prevent the lawful use of the easement.

**FOR A FURTHER ANSWER
AND FIFTH AFFIRMATIVE DEFENSE**

31. The Defendants would allege and show that the Plaintiff's claims, if any, and none of which are admitted are barred by the Plaintiff's illegal actions in interfering with the easement described in the Plaintiff's Complaint.

**FOR A FURTHER ANSWER
AND SIXTH AFFIRMATIVE DEFENSE**

32. The Defendants would allege and show that the Plaintiff's claims, if any, and none of which are admitted, do not give rise to punitive damages and any award of punitive damages would be in violation of both the United States Constitution and the South Carolina Constitution of 1895.

**FOR A FURTHER ANSWER
AND SEVENTH AFFIRMATIVE DEFENSE**

33. The Defendants would allege and show that the Plaintiff is not entitled to any attorneys' fees or costs in this action as there is no contract or statute asserted which would allow for the recoupment of attorneys' fees or costs.

**FOR A FURTHER ANSWER
AND BY WAY OF A COUNTERCLAIM**

34. The Defendants repeat and reallege Paragraphs 1 through 33 above as though repeated herein verbatim.

35. The Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc., are parties to various real estate transactions, easement agreements, licensing agreements and other deeds as referenced in Plaintiff's Complaint.

36. The Plaintiff Stow Away Storage, LLC, is a limited liability company organized and existing under the laws of the State of South Carolina and is the owner certain real estate as described in the Plaintiff's Complaint.

37. On October 17, 2000, the Plaintiff granted an easement to George Sissons [sic], his heirs and assigns forever, a non-exclusive perpetual easement over its property as described therein so that Mr. Sisson could access his property for the purposes of "access, ingress and egress by any and all pedestrian and passenger and deliver vehicular means" between Mr. Sisson's property and U.S. Highway 17. (the "Access Easement")

38. The Access Easement contained no restrictions and was to be perpetual so as to run with the title of the property of the Plaintiff and of Mr. Sisson. (Access Easement).

39. The grant of easement in the Access Easement was "assignable and divisible" under its very terms and shall entitle "all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden" upon the Plaintiff or Mr. Sisson's property. (Access Easement).

40. The Defendant Sweetgrass leased property from the Defendant Timarand, Inc.,

41. Sweetgrass Hardware, Inc., 4.0 LLC, and Mr. Sisson agreed that Sweetgrass would be allowed to use the Access Easement to access Highway 17 via the valid and enforceable Access Easement.

42. Mr. Sisson and 4.0 LLC assigned their rights in the Access Easement to Sweetgrass Hardware, Inc.

43. On November 13, 2008, 4.0 LLC and Sweetgrass Hardware, Inc., memorialized their agreement that Sweetgrass Hardware, Inc., would be allowed to use the non-exclusive, perpetual Access Easement by way of a License Agreement. (the "License Agreement")

44. From 2008 to the present, the Plaintiff by and through its members, employees, representatives and agents, without cause of legal basis, have attempted to block the use of the Access Easement by the Defendants.

45. The Plaintiff has contacted the South Carolina Department of Transportation, Charleston County and the Town of Mount Pleasant in bogus attempts to prevent the Defendants from using the easement.

46. The Plaintiff constructed a gate in a further attempt to block the easement and a gate remains in place on the property.

48. The Plaintiff has attempted to dissuade the use of the easement by posting signs and markers advising that the easement is private property.

49. The Plaintiff has attempted to use the South Carolina Department of Transportation as well as law enforcement personnel from both the Charleston County Sherriff's Office and the Town of Mount Pleasant's Police Department in an to block the easement, to arrest those using the easement for trespass, and to intimidate the Defendants from using the lawfully granted easement.

50. Such actions constitute the tortious s interference with the contract in the form of the easement by and between the Plaintiff and the Defendant Sisson and the tortious interference with the Defendants in the form of the License Agreement between 4.0 LLC and Sweetgrass Hardware, Inc.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment pursuant to S.C. Code Ann. §§15-53-10 et seq.)

51. The Defendants repeat and reallege Paragraphs 1 through 50 above as though repeated herein verbatim.

52. A real, substantial and justiciable controversy exists by and between the Defendants and the Plaintiff regarding the use of the Access Easement.

53. The Defendants bring this cause of action pursuant to S.C. Code Ann. §§15-53-10, et seq., to have this Court determine their rights under the terms of the Access Easement.

54. The Access Easement is a non-exclusive, assignable easement as demonstrated by the grant of the Access Easement attached to the Plaintiff's Complaint.

55. The Defendants would request that this Court determine their rights under the terms and conditions of the Access Easement and rule that the valid, enforceable, lawful Access Easement

is properly assigned to Sweetgrass Hardware, Inc., and is properly enforceable by and between the Defendants and the Plaintiff.

56. The Defendants would further request that this Court determine that the Plaintiff has no right to interfere with the use of the Access Easement by the Defendants in any way.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

57. The Defendants repeat and reallege Paragraphs 1 through 56 as though repeated herein verbatim.

58. The Access Agreement constitutes a valid and enforceable contract by and between the Plaintiff and the Defendants, their assigns, or assignees.

55. The Plaintiff has breached the terms and conditions of the Access Agreement without legal excuse by blocking the easement and by failing and refusing to comply with the terms of the Agreement.

56. Such a breach by the Plaintiff has directly and proximately caused damage to the Defendants in amounts to be proven at trial.

FOR A THIRD CAUSE OF ACTION
(Tortious Interference with Contractual Relations)

57. The Defendants repeat and reallege Paragraphs 1 through 56 above as though repeated herein verbatim.

58. Having had knowledge, both actual and constructive, of the Access Agreement and License Agreement, the Plaintiff has pursued a course of conduct attempting to shut down and obstruct the easement and sue of same described in the Access Agreement and the License Agreement.

59. Such course of conduct is in violation of the contractual rights of the Defendants as set forth in the Access Agreement and the License Agreement and is in violation of any and all duties owed to the Defendants by the Plaintiff.

60. Such interference by the Plaintiff has directly and proximately caused damage to the Defendants in amounts to be proven at trial.

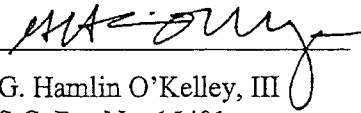
WHEREFORE, having fully answered the Plaintiff's Complaint and having set forth their Counterclaims, these Defendants pray that this Court enter its Order as follows:

1. Dismissing the Plaintiff's Complaint;
2. Awarding a judgment in these Defendants' favor regarding the use of the Access Agreement;
3. Declaring the Defendants' rights to use the Access Agreement as set forth under their terms and conditions;
4. Awarding a judgment in these Defendants' favor for actual damages in amounts to be prove at that trial of this case;
5. Awarding the Defendants their reasonable attorneys' fees and costs;
6. Awarding any and all such further relief as this Court may deem just and proper.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

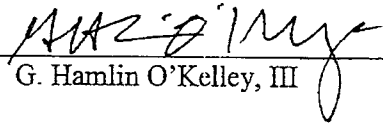
April 29, 2011

By: 
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

CERTIFICATE OF MAILING

I hereby certify that on April 29, 2011, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

G. Dana Sinkler, Esq.
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, SC 29402


G. Hamlin O'Kelley, III

FILED
2011 MAY -2 PM 1:38
JULIE J. ARMS, IRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2011-CP-10-2444

STOW AWAY STORAGE, LLC,)
Plaintiff,)

vs.)

GEORGE W. SISSON,)
4.0 LLC, THE SISSON)
FOUNDATION LIMITED)
PARTNERSHIP,)
SWEETGRASS HARDWARE,)
INC. AND TIMARAND, INC.,)

Defendants.)

REPLY TO COUNTERCLAIM

FILED
2011 MAY 31 PM 1:11
JULIE J. ARMSTRONG
CLERK OF COURT

The Plaintiff Stow Away Storage, LLC, answering the counterclaim of the Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc., states as follows:

1. Stow Away denies each and every allegation of said counterclaim not hereinafter expressly admitted.

2. Answering the allegations of paragraph 35, to the extent that the Defendants asserting this counterclaim are referring to paragraphs 1 through 6 of Stow Away's complaint, Stow Away admits that the Defendants are parties to various real estate transactions described therein. To the extent that they seek to establish any other transactions besides those described in paragraphs 1 through 6 of Stow Away's answer, it denies the same.

3. Stow Away admits the allegations of paragraph 36.

4. Stow Away admits the allegations of paragraph 37.

5. Answering the allegations of paragraph 38, Stow Away denies that the Access Easement contains no restrictions, but admits that it was to be perpetual so as to run with the title to the property of Plaintiff and Mr. Sisson in accordance with the Access Easement and Abandonment of Encroachment Permit, but its purposes were for access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17.

6. Answering the allegations of paragraph 39, Stow Away admits that the Access Easement was "assignable and divisible" as it relates to the dominant estate which was the property of Mr. Sisson described in paragraph 4 of Stow Away's complaint. However, the Access Easement was not and is not divisible and assignable to the owner of any property or interest therein beyond the confines of the dominant estate.

7. Stow Away admits the allegations of paragraph 40.

8. Stow Away admits the allegations of paragraph 41, but avers that such agreement was illegal and in breach of the terms of the Access Easement and constitutes tortious interference by Sweetgrass with the contractual rights of Stow Away.

9. Stow Away denies the allegations of paragraphs 42, 43, 45 (there is no 44), and 46.

10. Stow Away admits the allegations of paragraphs 47 and 48.

11. Answering the allegations of paragraph 49, Stow Away avers that it has attempted to prevent the use of the easement by Sweetgrass and its customers or invitees, as it has every right to do as owner of the servient estate, and failing in that attempt has brought this suit to enforce its rights against the Defendants.

12. Stow Away denies the allegations of paragraph 50.

AS TO THE FIRST CAUSE OF ACTION
(Declaratory Judgment pursuant to S.C. Code Ann. §§ 15-53-10 et seq.)

13. Stow Away repeats and realleges paragraphs 1 through 12 of its reply above as though repeated herein verbatim.

14. Answering the allegations of paragraph 52, Stow Away avers that the Defendants have created a substantial controversy by asserting rights to Stow Away's easement that they are not entitled to. By virtue of that, they have forced Stow Away to institute this action to protect its rights and incur substantial expenses to do so.

15. Stow Away denies the allegations of paragraph 53.

16. Answering the allegations of paragraph 54, Stow Away avers that the terms of the Access Easement speak for themselves as set forth in Exhibit 2 to Stow Away's complaint and do not provide any right to expand the burden of the servient estate beyond the confines of the dominant estate for which the Access Easement was granted.

17. Answering the allegations of paragraphs 55 and 56, Stow Away avers that Defendants are not entitled to any such relief and, to the contrary, Stow Away is entitled to judgment against the Defendants for all of the relief sought under its complaint.

AS TO THE SECOND CAUSE OF ACTION
(Breach of Contract)

18. Stow Away repeats and realleges paragraphs 1 through 17 of its reply above as though repeated herein verbatim.

19. Stow Away denies the allegations of paragraphs 58, 55 and 56 (which are improperly numbered).

AS TO THE THIRD CAUSE OF ACTION
(Tortious Interference with Contractual Relations)

20. Stow Away repeats and realleges paragraphs 1 through 19 of its reply above as though repeated herein verbatim.

21. Stow Away does not understand the allegations of the paragraph designated as paragraph 58 (again improperly numbered), but denies the same any way.

22. Stow Away denies the allegations of paragraphs 59 and 60, which also appear to be improperly numbered but seem to constitute the remainder of the counterclaim.

Wherefore Stow Away prays that the counterclaim be dismissed and that it have judgment on its complaint for all of the relief requested.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

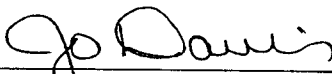
By 
G. DANA SINKLER
Attorney for Plaintiff

Charleston, South Carolina
May 27, 2011

CERTIFICATE OF SERVICE

I hereby certify that on this 27 day of May, 2011, I served the foregoing Reply to Counterclaim on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464



Jo Davis, Legal Assistant

FILED
2011 MAY 31 PM 1:11
JULIE J. ARMSTRONG
CLERK OF COURT

WARREN & SINKLER, L.L.P.

ATTORNEYS AT LAW

SUITE 340

171 CHURCH STREET

POST OFFICE BOX 1254

CHARLESTON, S.C. 29402

(843) 577-0660

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(843) 577-6843

G. DANA SINKLER
JOHN H. WARREN, III
SCOTT Y. BARNES (SC & DC)
MARK S. SHARPE
ASHLEY DANTZLER WRIGHT
JACLYNN BOWER GOINGS
CAMERON SEMMES STOLL (SC & NY)
LAURA W. MOORE

May 27, 2011

Honorable Julie J. Armstrong
Charleston Co. Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Stow Away Storage, LLC v. George W. Sisson, et al.
2011-CP-10-2444

Dear Ms. Armstrong:

Please file the enclosed Reply to Counterclaim in the captioned matter and return our stamped copy in the envelope provided.

Yours very truly,

WARREN & SINKLER, LLP



Jo Davis
Assistant to G. Dana Sinkler

/jd
Enclosures
cc: G. Hamlin O'Kelly, III, Esquire

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

STOW AWAY STORAGE, LLC,

Plaintiff,

v.

GEORGE W. SISSON, 4.0 LLC, THE
SISSON FOUNDATION LIMITED
PARTNERSHIP, SWEETGRASS
HARDWARE, INC. AND TIMARAND,
INC.

Defendant.

IN THE COURT OF COMMON PLEAS
CASE NUMBER 2011-CP-10-2444

**AFFIDAVIT OF DEFAULT
AND MOTION FOR JUDGMENT**

FILED
2011 AUG 11 AM 3:39
JULIE H. JEROME
CLERK OF COURT
BY

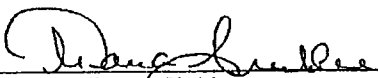
Personally appeared before me G. Dana Sinkler, who being duly sworn, deposes
and says as follows:

1. That he is the attorney for the Plaintiff in the within matter.
2. That this is an action for Declaratory Judgment, Permanent Injunction,
Damages for Tortious Interference with a Contract and Equitable Indemnity, including
attorneys' fees and costs.
3. That the Summons and Complaint were filed with this Court on April 4,
2011.
4. That on May 31, 2011, Defendant Timarand, Inc. was served with the
Summons and Complaint in this action by delivering it to the Registered Agent for
Timarand, Inc. by Process Server, as shown by the Affidavit of Service attached hereto
as Exhibit A.

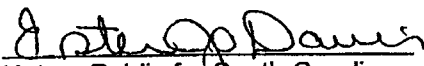
5. That as of the date hereof, more than thirty days after the deadline for responsive pleadings, the undersigned has not been served with any motion, answer, or other responsive pleading by or on behalf of Defendant Timarand, Inc..

6. That as a result of the foregoing, Plaintiff is entitled to an order of default and judgment against Defendant Timarand, Inc. adjudging that it has no rights, as owner of the property leased to Sweetgrass, to use the easement granted by Plaintiff to the Defendant Sisson for any purpose.

FURTHER THE AFFIANT SAYETH NOT.


G. Dana Sinkler

SWORN to and subscribed before me this
9th day of August, 2011.


Notary Public for South Carolina
My Commission Expires: 6-20-17

AFFIDAVIT OF SERVICE

State of South Carolina

County of Charleston

Common Pleas Court

Case Number 2011-CP-10-2444

Plaintiff

STOW AWAY STORAGE, LLC

vs

Defendant

**GEORGE W. SISSON, 4.0 LLC, THE SISSON FOUNDATION LIMITED
PARTNERSHIP, SWEETGRASS HARDWARE, INC. AND TIMARAND,
INC.**

For

G Dana Sinkler, Esq
WARREN & SINKLER, LLP
171 Church Street, Ste 340
P O Box 1254
Charleston, SC 29402

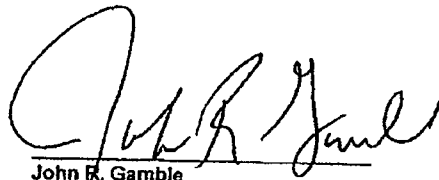
Received by PROCESS SERVICE, INC to be served on TIMARAND, INC., 1620 Home Farm Road, Charleston, SC 29464

FILED
2011 JUN -9 PM 12:55
JULIE J. ARMSTRONG
CLERK OF COURT

I, John R Gamble, being duly sworn, depose and say that on the 31st day of May, 2011 at 10 05 am, I

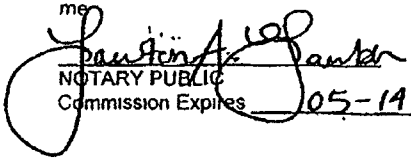
served the within named Corporation by delivering a true copy of the CIVIL ACTION COVERSHEET, SUMMONS, COMPLAINT AND EXHIBITS A THROUGH 13 with the date and hour of service endorsed thereon by me to JOHN "CHIP" MOLONY CPA as REGISTERED AGENT for TIMARAND, INC., at the address listed for the Registered Agent of 125 Wappoo Creek Drive, Charleston, SC 29412, and informed said person of the contents therein

I am over eighteen and have no interest in the above action



John R. Gamble
PROCESS SERVER

Subscribed and Sworn to before me on the 1st day of June, 2011 by the affiant who is personally known to me



NOTARY PUBLIC

Commission Expires

05-14-20

PROCESS SERVICE, INC.
P.O. Box 20097
Charleston, SC 29413
(843) 577-2355

Our Job Serial Number 2011001281

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

vs.

George W. Sisson, 4.0 LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-10-2444

ANSWER AND COUNTERCLAIM OF
THE DEFENDANT TIMARAND, INC.

FILED
2011 JUL 18 PM 2:38
CLERK OF COURT

TO: G. DANA SINKLER, ESQ.
WARREN & SINKLER, LLP
ATTORNEYS FOR THE PLAINTIFF

The Defendant Timarand, Inc., (hereinafter the "Defendant") by and through its undersigned counsel, answering the Complaint of the Plaintiff Stow Away Storage, LLC ("hereinafter the "Plaintiff") and as and for its Counterclaim allege and state as follows:

1. Each and every allegation of the Plaintiff's Complaint not admitted, denied or otherwise qualified herein is hereby deemed denied and the Defendants demand strict proof thereof.
2. The Defendant admits the allegations of Paragraphs 1, 2, 3, 4, 5, 6, and 7 of the Plaintiff's Complaint.
3. The Defendant is without sufficient information to form a belief as to the allegations of Paragraphs 8 and 9 of the Plaintiff's Complaint, and, therefore, denies same and demands strict proof thereof.
4. The Defendant admits only so much of Paragraph 10 of the Plaintiff's Complaint that alleges the SCDOT requested that the Defendants abandon a previously existing point of access

to U.S. Highway 17. The Defendant is without sufficient information to form a belief as to the remaining allegations of said Paragraph, and, therefore, denies same and demands strict proof thereof.

5. The Defendant admits only so much of Paragraphs 11, 12, 13 and 14 of the Plaintiff's Complaint that allege to quote from the documents referenced therein. The Defendant denies the remaining allegations of said Paragraph and demands strict proof thereof.

6. The Defendant admits only so much of Paragraph 15 of the Plaintiff's Complaint that allege to quote from the documents referenced therein. The Defendant is without sufficient information to form a belief as to the remaining allegations of said Paragraph and demands strict proof thereof.

7. The Defendant admits only so much of Paragraph 16 of the Plaintiff's Complaint that alleges to quote from a Memorandum of Lease referenced therein. To the extent the allegations of said Paragraph in any way differ from that Memorandum of Lease, the Defendant denies same and demands strict proof thereof.

8. The Defendant is not required to answer the allegations of Paragraph 17 of the Plaintiff's Complaint as the allegations of said Paragraph constitute legal conclusions. To the extent an answer is warranted, the Defendant denies same and demands strict proof thereof.

9. The Defendant admits the allegations of Paragraph 18 of the Plaintiff's Complaint.

10. The Defendant denies the allegations of Paragraph 19 of the Plaintiff's Complaint and demands strict proof thereof.

11. The Defendants denies the allegations of Paragraphs 20, 21, 22, and 23 of the Plaintiff's Complaint and demands strict proof thereof.

12. The Defendant admits only so much of Paragraph 24 of the Plaintiff's Complaint that allege a letter was written by counsel for Stow Away. To the extent the allegations of said Paragraph in any way differ from that letter, the Defendant denies same and demands strict proof thereof.

13. The Defendant admits the allegations of Paragraph 25 of the Plaintiff's Complaint.

14. The Defendant admits only so much of Paragraph 26 of the Plaintiff's Complaint that alleges an email was written by counsel for Stow Away. To the extent the allegations of said Paragraph in any way differ from that email, the Defendant denies same and demands strict proof thereof.

15. The Defendant denies the allegations of Paragraph 27 of the Plaintiff's Complaint.

16. The Defendant admits only so much of Paragraph 28 of the Plaintiff's Complaint that alleges to quote from the License Agreement referenced therein. To the extent the allegations of said Paragraph in any way differ from that License Agreement, the Defendant denies same and demands strict proof thereof.

17. The Defendant admits the allegations of Paragraph 29 of the Plaintiff's Complaint and would allege and show that the Plaintiff has interfered with the contractual obligations by and between the Defendants and has been notified by the Defendants, the SCDOT, the Town of Mt. Pleasant and the County of Charleston to cease and desist its attempts to interfere with the access to the property in question and described in the Plaintiff's Complaint.

18. The Defendant is not required to answer the allegations of Paragraph 30 of the Plaintiff's Complaint as said allegations constitute legal conclusions. To the extent an answer is warranted, the Defendant denies same and demands strict proof thereof.

19. Answering Paragraph 32 of the Plaintiff's Complaint, the Defendant repeats and realleges Paragraphs 1 through 18 above as though repeated herein.
20. The Defendant denies the allegations of Paragraph 33 of the Plaintiff's Complaint and demand strict proof thereof.
21. Answering Paragraph 34 of the Plaintiff's Complaint, the Defendant repeats and realleges Paragraphs 1 through 20 above as though repeated herein verbatim.
22. The Defendant admits the allegations of Paragraph 35 of the Plaintiff's Complaint and would allege and show that Sweetgrass is a lawful assignee as described therein.
23. The Defendant denies the allegations of Paragraph 36 of the Plaintiff's Complaint that allege Sweetgrass is not a lawful assignee as described therein and demands strict proof thereof. The Defendant admits the remaining allegations of said Paragraph.
24. The Defendant denies the allegations of Paragraphs 37 and 38 of the Plaintiff's Complaint and demand strict proof thereof.
25. Answering Paragraph 39 of the Plaintiff's Complaint, the Defendant denies same and demands strict proof thereof.
26. The Defendant denies the allegations of Paragraph 40 of the Plaintiff's Complaint and demands strict proof thereof.

**FOR A FURTHER ANSWER
AND AFFIRMATIVE DEFENSE**

27. The Defendant would allege and show that the Plaintiff's Complaint fails to state facts sufficient upon which relief can be granted, and, therefore, should be dismissed pursuant to Rule 12(b)(6) SCRCP.

**FOR A FURTHER ANSWER
AND SECOND AFFIRMATIVE DEFENSE**

28. The Defendant would allege and show that the Plaintiff's claims, if any, and none of which are admitted, are barred by the applicable statutes of limitation and/or repose.

**FOR A FURTHER ANSWER
AND THIRD AFFIRMATIVE DEFENSE**

29. The Defendant would allege and show that the Plaintiff's claims, if any, and none of which are admitted, are barred by the doctrines of waiver, estoppels and laches in that the Plaintiff failed to do anything to protect its alleged interest as set forth in its Complaint from the time of the original dispute between these parties and the filing of the Complaint.

**FOR A FURTHER ANSWER
AND FOURTH AFFIRMATIVE DEFENSE**

30. The Defendant would allege and show that the Plaintiff's claims, if any, and none of which are admitted are barred by the Plaintiff's inequitable actions regarding the access to the property, including, but not limited to, blocking of the easement, gating of the easement, harassing the users of the easement, and calling both the Town of Mt. Pleasant police officers and Charleston County sheriff's deputies in bogus attempts to prevent the lawful use of the easement.

**FOR A FURTHER ANSWER
AND FIFTH AFFIRMATIVE DEFENSE**

31. The Defendant would allege and show that the Plaintiff's claims, if any, and none of which are admitted are barred by the Plaintiff's illegal actions in interfering with the easement described in the Plaintiff's Complaint.

**FOR A FURTHER ANSWER
AND SIXTH AFFIRMATIVE DEFENSE**

32. The Defendant would allege and show that the Plaintiff's claims, if any, and none of which are admitted, do not give rise to punitive damages and any award of punitive damages would be in violation of both the United States Constitution and the South Carolina Constitution of 1895.

**FOR A FURTHER ANSWER
AND SEVENTH AFFIRMATIVE DEFENSE**

33. The Defendant would allege and show that the Plaintiff is not entitled to any attorneys' fees or costs in this action as there is no contract or statute asserted which would allow for the recoupment of attorneys' fees or costs.

**FOR A FURTHER ANSWER
AND BY WAY OF A COUNTERCLAIM**

34. The Defendant repeats and realleges Paragraphs 1 through 33 above as though repeated herein verbatim.

35. The Defendants Timarand, Inc., is a party to various real estate transactions, easement agreements, licensing agreements and other deeds as referenced in Plaintiff's Complaint.

36. The Plaintiff Stow Away Storage, LLC, is a limited liability company organized and existing under the laws of the State of South Carolina and is the owner certain real estate as described in the Plaintiff's Complaint.

37. On October 17, 2000, the Plaintiff granted an easement to George Sissons [sic], his heirs and assigns forever, a non-exclusive perpetual easement over its property as described therein so that Mr. Sisson could access his property for the purposes of "access, ingress and egress by any

and all pedestrian and passenger and deliver vehicular means” between Mr. Sisson’s property and U.S. Highway 17. (the “Access Easement”)

38. The Access Easement contained no restrictions and was to be perpetual so as to run with the title of the property of the Plaintiff and of Mr. Sisson. (Access Easement).

39. The grant of easement in the Access Easement was “assignable and divisible” under its very terms and shall entitle “all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden” upon the Plaintiff or Mr. Sisson’s property. (Access Easement).

40. The Defendant Sweetgrass leased property from the Defendant Timarand, Inc., and Timarand, Inc., has served as the landlord for Sweetgrass at all times relevant hereto.

41. Sweetgrass Hardware, Inc., 4.0 LLC, and Mr. Sisson agreed that Sweetgrass would be allowed to use the Access Easement to access Highway 17 via the valid and enforceable Access Easement.

42. Mr. Sisson and 4.0 LLC assigned their rights in the Access Easement to Sweetgrass Hardware, Inc.

43. On November 13, 2008, 4.0 LLC and Sweetgrass Hardware, Inc., memorialized their agreement that Sweetgrass Hardware, Inc., would be allowed to use the non-exclusive, perpetual Access Easement by way of a License Agreement. (the “License Agreement”)

45. From 2008 to the present, the Plaintiff by and through its members, employees, representatives and agents, without cause of legal basis, have attempted to block the use of the Access Easement by the Defendants.

46. The Plaintiff has contacted the South Carolina Department of Transportation, Charleston County and the Town of Mount Pleasant in bogus attempts to prevent the Defendants from using the easement.

47. The Plaintiff constructed a gate in a further attempt to block the easement and a gate remains in place on the property.

48. The Plaintiff has attempted to dissuade the use of the easement by posting signs and markers advising that the easement is private property.

49. The Plaintiff has attempted to use the South Carolina Department of Transportation as well as law enforcement personnel from both the Charleston County Sherriff's Office and the Town of Mount Pleasant's Police Department in an to block the easement, to arrest those using the easement for trespass, and to intimidate the Defendants from using the lawfully granted easement.

50. Such actions constitute the tortious s interference with the contract in the form of the easement by and between the Plaintiff and the Defendant Sisson and the tortious interference with the Defendants in the form of the License Agreement between 4.0 LLC and Sweetgrass Hardware, Inc.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment pursuant to S.C. Code Ann. §§15-53-10 et seq.)

51. The Defendant repeats and realleges Paragraphs 1 through 50 above as though repeated herein verbatim.

52. A real, substantial and justiciable controversy exists by and between the Defendants and the Plaintiff regarding the use of the Access Easement.

53. The Defendant brings this cause of action pursuant to S.C. Code Ann. §§15-53-10, et seq., to have this Court determine the rights under the terms of the Access Easement.

54. The Access Easement is a non-exclusive, assignable easement as demonstrated by the grant of the Access Easement attached to the Plaintiff's Complaint.

55. The Defendant would request that this Court determine its rights under the terms and conditions of the Access Easement and rule that the valid, enforceable, lawful Access Easement is properly assigned to Sweetgrass Hardware, Inc., and is properly enforceable by and between all the Defendants and the Plaintiff.

56. The Defendant would further request that this Court determine that the Plaintiff has no right to interfere with the use of the Access Easement by the Defendants in any way.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

57. The Defendant repeats and realleges Paragraphs 1 through 56 as though repeated herein verbatim.

58. The Access Agreement constitutes a valid and enforceable contract by and between the Plaintiff and the Defendants, their assigns, or assignees.

55. The Plaintiff has breached the terms and conditions of the Access Agreement without legal excuse by blocking the easement and by failing and refusing to comply with the terms of the Agreement.

56. Such a breach by the Plaintiff has directly and proximately caused damage to the Defendants in amounts to be proven at trial.

FOR A THIRD CAUSE OF ACTION
(Tortious Interference with Contractual Relations)

57. The Defendant repeats and realleges Paragraphs 1 through 56 above as though repeated herein verbatim.

58. Having had knowledge, both actual and constructive, of the Access Agreement and License Agreement, the Plaintiff has pursued a course of conduct attempting to shut down and obstruct the easement and sue of same described in the Access Agreement and the License Agreement.

59. Such course of conduct is in violation of the contractual rights of the Defendants as set forth in the Access Agreement and the License Agreement and is in violation of any and all duties owed to the Defendants by the Plaintiff.

60. Such interference by the Plaintiff has directly and proximately caused damage to the Defendants in amounts to be proven at trial.

WHEREFORE, having fully answered the Plaintiff's Complaint and having set forth their Counterclaims, these Defendant prays that this Court enter its Order as follows:

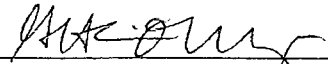
1. Dismissing the Plaintiff's Complaint;
2. Awarding a judgment in these Defendants' favor regarding the use of the Access Agreement;
3. Declaring the Defendants' rights to use the Access Agreement as set forth under their terms and conditions;
4. Awarding a judgment in these Defendants' favor for actual damages in amounts to be prove at that trial of this case;
5. Awarding the Defendants their reasonable attorneys' fees and costs;

6. Awarding any and all such further relief as this Court may deem just and proper.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

Aug. 16, 2011

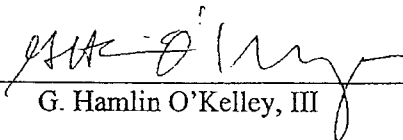
By: 

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

CERTIFICATE OF MAILING

I hereby certify that on Aug 16, 2011, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

G. Dana Sinkler, Esq.
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, SC 29402


G. Hamlin O'Kelley, III

FILED
2011 AUG 18 PM 2:38
JULIE L. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
Ninth JUDICIAL CIRCUIT

CASE NO.: 2011-CP-10-2444

Stow Away Storage, LLC,

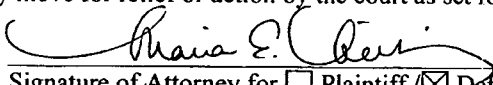
Plaintiff,

vs.

George W. Sisson, et al.

Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: G. Dana Sinkler, Bar No. _____ Address: P.O. Box 1254 Charleston, SC 29402 Phone: F ax _____ E-mail: Oth er: _____		Defendant's Attorney: Maria E. Kiehling, Bar No. 76799 Address: 652 Coleman Blvd., Ste. 200 Mt. Pleasant, SC 29464 Phone: (843) 856-4488 Fax(843) 856-0613 E-mail: Oth er: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Notice of Motion and Motion to Reconsider and Motion to Lift Default Judgment Estimated Time Needed: 15 minutes Court Reporter Needed: ☒ YES/ ☐ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
 Signature of Attorney for ☐ Plaintiff / ☒ Defendant		August 31, 2011 Date submitted	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ 25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

SCCA 233 (11/2003)

ROA 0116

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

vs.

George W. Sisson, 4.0 LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

) IN THE COURT OF COMMON PLEAS

) CASE NO. 2011-CP-10-2444

) NOTICE OF MOTION AND MOTION TO
) RECONSIDER PURSUANT TO RULE
) 59(e) SCRCP AND MOTION TO LIFT
) DEFAULT JUDGMENT PURSUANT TO
) RULE 60(b) SCRCP

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2011 SEP -1 PM 2:53

FILED

TO: G. DANA SINKLER, ESQ.
WARREN & SINKLER, LLP
ATTORNEYS FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that pursuant to Rules 59(e) and 60(b) of the South Carolina Rules of Civil Procedure, the Defendant Timarand, Inc., will move before the Presiding Judge for the Ninth Judicial Circuit, within ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an Order voiding the Court's Order Granting a Default Judgment in the above-referenced matter. This Motion is based upon the lack of notice to Defendant Timarand, Inc. of service upon its registered agent, as will be demonstrated at the hearing of this matter.

The Defendant is a domestic corporation in the State of South Carolina. John W. Molony, who signed for the Summons and Complaint as Registered Agent for Timarand, Inc., did not notify the officers of Timarand, Inc. of the service effectuated upon him on May 31, 2011 by process server. Mr. Molony's failure to notify Timarand, Inc.'s officers of the service directly resulted in Timarand, Inc.'s default under the May 31, 2011 service. Pursuant to an Affidavit of

Timothy Askins attached hereto as Exhibit "A" and incorporated herein, Timarand, Inc.'s officers were unaware of the service upon Mr. Molony and have never received a copy of the filed pleadings served upon Mr. Molony by the Plaintiff. For these reasons, the Defendant requests that the Default Judgment be lifted to allow the Defendant Timarand, Inc. to file an Answer, and defend the case.

The Motion will be supported by the facts of the case and all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing.

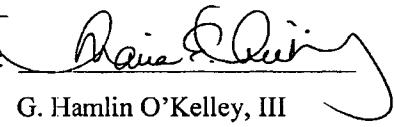
Pursuant to Rule 11 SCRCP, counsel certifies that consultation would serve no useful purpose.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

Aug. 31, 2011

By: 

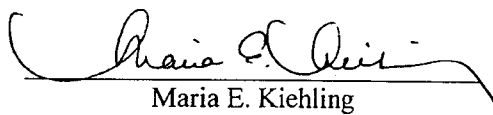
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Maria E. Kiehling
S.C. Bar No. 76799
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
hamlin.okelley@buistbyars.com

CERTIFICATE OF MAILING

11-CP-10-2444

I hereby certify that on Aug. 31, 2011, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

G. Dana Sinkler, Esq.
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, SC 29402


Maria E. Kiehling

FILED
2011 SEP - 1 PM 2:54
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

EXHIBIT “A”

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Stow Away Storage, LLC,
Plaintiff,

vs.

George W. Sisson, 4.0, LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-10-2444

AFFIDAVIT OF TIMOTHY ASKINS

PERSONALLY appeared before me Timothy Askins, who, being duly sworn, deposes
and states as follows:

1. I am over the age of twenty-one years, and I make this Affidavit on my own personal knowledge and not upon any information or belief.
2. I am an officer of Timarand, Inc., a South Carolina domestic corporation.
3. Timarand, Inc. is a named Defendant in the above-referenced matter.
4. John W. Molony is the Registered Agent for Timarand, Inc.
5. Mr. Molony was served with the Summons and Complaint in the above-referenced matter by process server on May 31, 2011.
6. Mr. Molony, as Registered Agent, provided no notice to any officers of Timarand, Inc. as to the service.
7. As of the date of the within Affidavit, Mr. Molony has not contacted any officer of Timarand, Inc. nor forwarded a copy of the service documents.
8. I have also not been served with the Summons and Complaint in the above-referenced matter.

{00240203.DOC}

9. Mr. Molony's failure to notify me of the service upon Timarand, Inc. resulted in Timarand, Inc.'s inability to answer Plaintiff's Summons and Complaint within thirty (30) days of service.
10. Timarand, Inc. should not be held in default based upon Mr. Molony's failure to notify Timarand, Inc. of service.

[SIGNATURES ON THE FOLLOWING PAGE]

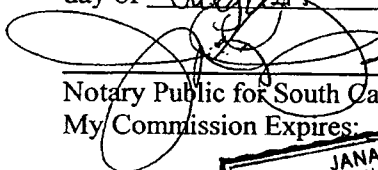
FURTHER THE AFFIANT SAYETH NOT.

Charleston, SC
August 29, 2011

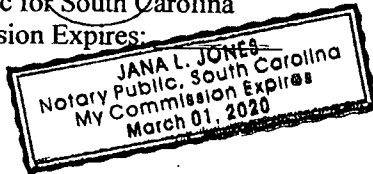


Timothy Askins

SWORN TO before me this 29th
day of August, 2011



Notary Public for South Carolina
My Commission Expires:



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE ☒ COURT OF COMMON PLEAS
☐ FAMILY COURT

Stow Away Storage, LLC,
☒ Plaintiff

v.

George W. Sisson, et al.
☐ Defendant

check box above indicating submitting party)

CASE NO.

2011-CP-10-2444

**MOTION INFORMATION FORM
AND COVER SHEET**

name, S.C. Bar no. and address of plaintiff's attorney
G. Dana Sinkler, SC Bar #5138
Warren & Sinkler, LLP
Post Office Box 1254
Charleston, SC 29402
telephone: 843-577-0660 fax: 843-577-6843
e-mail: dsinkler@warren-sinkler.com other:

name, S.C. Bar no. and address of defendant's attorney
G. Hamlin O'Kelley, III, SC Bar #15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
telephone: 843-856-4488 fax:
e-mail: Hamlin.okelley@buistbyars.com other:

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I AND III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II AND III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: For Temporary Injunction and for Partial Summary Judgment and Permanent Injunction
Estimated Time Needed: 1 Hour Court Reporter Needed: ☒ YES ☐ NO

SECTION II: Motion Type

- ☐ Written motion attached
☐ Form Motion –

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff / Defendant

Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: \$25.00

☐ EXEMPT:
(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other:

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

DATE FILED

Collected by: _____
(print name)

- ☐ MOTION FEE COLLECTED: _____
☐ CONTESTED – AMOUNT DUE: _____

SCCA/233 (1/2003)

ROA 0124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	MEMORANDUM IN OPPOSITION TO
	)	TIMARAND, INC.'S MOTION TO
GEORGE W. SISSON,	)	RECONSIDER PURSUANT TO RULE 59(e)
4.0 LLC, THE SISSON	)	SCRCP AND MOTION TO LIFT DEFAULT
FOUNDATION LIMITED	)	JUDGMENT PURSUANT TO RULE 60(b)
PARTNERSHIP,	)	SCRCP
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	

FILED
 2013 JAN -8 PM 2:09
 J. ARMSTRONG
 CLERK OF COURT

On motion of the Plaintiff, this Court previously issued an Order of Default and Judgment as to the Defendant Timarand, Inc. on August 16, 2011. Counsel for the Defendant thereafter moved to reconsider pursuant to SCRCP 59(e) and to lift the default pursuant to SCRCP 60(b).

"Once a default judgment has been entered, a party seeking to be relieved must do so under Rule 60(b), SCRCP. The standard for granting relief from a default under 60(b) is more rigorous than the 'good cause' standard established in Rule 55(c)." Ricks v. Weinrauch, 293 S.C. 372, 374, 360 S.E.2d 535, 536 (Ct. App. 1987). "Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or 'other misconduct of an adverse party'. Rule 60(b), SCRCP. The different standards under the two rules underscore the clear intent to make it more difficult for a party to avoid a default once the court has entered a judgment, which carries greater finality, and often occurs later than, a clerk's

entry of default." Sundown Operating Co. v. Intedge Indus., 383 S.C. 601, 681 S.E.2d 885, 888, 889. (S.C. 2009). (Attached)

In Sundown, the Supreme Court rejected the petitioner's argument that it should be granted relief because its insurance agent failed to answer the complaint stating that "the law is clear that an attorney or insurance company's misconduct is imputable to the client." (681 S.E.2d 889) In this case, Timarand argues that, notwithstanding the fact that the duly appointed agent for service of process was properly served, it should be entitled to relief because the agent failed to advise its principal that it had been served. Such a holding would eviscerate the provisions of SCRCP 4(d)(3) which specifically provides that: "Service shall be made as follows: (d)(3) upon a corporation . . . by delivering a copy of the summons and complaint . . . to any agent authorized by appointment or by law . . . to receive service of process." § 15-9-210 specifically provides that:

(a) A domestic business . . . corporation's registered agent is the agent of the corporation for service of any process . . . required or permitted by law to be served, and the service is binding upon the corporation."

The Supreme Court held, in Roche v. Young Bros. Inc. of Florence, 318 S.C. 207, 456 S.E.2d 897, 899 (1995):

Rule 4, SCRCP serves at least two purposes. It conveys personal jurisdiction on the court and assures the defendant of reasonable notice of the actions. We have never required exacting compliance with the rules to effect service of process. (citing cases) Rather, we inquire whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings.

Service on a corporation may be made by hand delivering a copy of the summons and complaint . . . to an

authorized agent of the corporation. Rule 4(d)(3) SCRCP. . . .
(456 S.E.2d 899).

* * *

. . . under Rule 4(d)(8) the defendant, not the plaintiff, must
prove that the receipt was signed by an unauthorized person.
The plaintiff need only show compliance with the rules.

When the civil rules on service are followed, there is a
presumption of proper service. (456 S.E.2d 900)

And in Graham Law Firm, P.A. v. Makawi, 396 S.C. 290, 721 S.E.2d 430 (S.C.
2012), the Supreme Court held: "Once the plaintiff has demonstrated compliance with the
rules, the defendant can rebut an inference that service was effected only by showing that
the return receipt was signed by an unauthorized person. (721 S.E.2d 434) Rule 4(d)(8),
SCRCP." (Emphasis added)

In the instant case, there is no contention that service was effected on an
unauthorized person. Service on the duly appointed and authorized agent for the service
of process is conceded. The agent's negligence in failing to notify Timarand is imputed to
the client just as the negligence of an insurance agent or attorney is imputed to the client
in Sundown, supra.

Even if the "good cause" standard established in Rule 55(c) were applicable, which
it is not, the Defendant cannot show "good cause" by virtue of the fact that the owner and
President of the company, Timothy Askins, steadfastly attempted to avoid service of
process as attested by the Affidavit of John Kearse of Process Service, Inc., who
contacted Mr. Askins' son and Mr. Askins, by cellphone, and alerted him to the efforts
being made to serve him as President of the corporation. (Affidavit of John Kearse

attached) His evasion of service resulted in expenses to the Plaintiff, including attorney's fees, in excess of \$3,000.00 (See affidavit of counsel for Plaintiff attached).

On the basis of the foregoing, Timarand's motion must be denied.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER
SC Bar # 5138

Attorney for Plaintiff

Charleston, South Carolina

January 8, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of January, 2013, I served the foregoing Memorandum in Opposition to Timarand, Inc.'s Motion to Reconsider Pursuant to Rule 59(e) SCRPC and Motion to Lift Default Judgment Pursuant to Rule 60(b) SCRPC, with attachments, on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelley, III, Esquire
Maria E. Kiehling, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464


Jo Davis, Legal Assistant

2013 JAN -8 PM 2:09
JULIE J ARMSTRONG
CLERK OF COURT

FILED

not forward the summons and complaint to the insurance agent until nearly two weeks after initially notifying the agent of the lawsuit and several days after the time to answer expired. Finally, even if the court were to assume that the provider showed good cause as to why a second summons and complaint was not answered in a timely manner, the entry of default had to be affirmed because the provider failed to show good cause why a first summons and complaint went unanswered.

OUTCOME: The court granted the request for a writ of certiorari as to the issue of the default judgment and affirmed the judgment of the court of appeals.

CORE TERMS: entry of default, good cause, insurance agent, summons, default judgment, default, clerk's, granting relief, restaurant's, imputable, lawsuit, actual damages, vice-president, breach of contract, referred to collectively, filed suit, time to file, sound discretion, evidentiary support, meritorious defense, excusable neglect, discovered evidence, misrepresentation, master-in-equity, inadvertence, enlargement, heightened, misconduct, vacation, rigorous

LEXISNEXIS® HEADNOTES

 Hide

Civil Procedure > Pretrial Judgments > Default > Relief From Default 

Civil Procedure > Appeals > Standards of Review > Abuse of Discretion 

HN1  The decision whether to set aside an entry of default or a default judgment lies solely within the sound discretion of the trial judge. The trial court's decision will not be disturbed on appeal absent a clear showing of an abuse of that discretion. An abuse of discretion occurs when the judge issuing the order was controlled by some error of law or when the order, based upon factual, as distinguished from legal conclusions, is without evidentiary support. More Like This Headnote | *Shepardize: Restrict By Headnote*

Civil Procedure > Pretrial Judgments > Default > Relief From Default 

HN2  The standard for granting relief under S.C. R. Civ. P. 60(b) is more rigorous than under S.C. R. Civ. P. 55(c), and an entry of default may be set aside for reasons that would be insufficient to relieve a party from a default judgment. More Like This Headnote | *Shepardize: Restrict By Headnote*

Civil Procedure > Pretrial Judgments > Default > Entry of Default Judgments 

Civil Procedure > Pretrial Judgments > Default > Relief From Default 

HN3  S.C. R. Civ. P. 55(a) provides that when a party fails to respond to a complaint, the clerk shall record an entry of default. However, Rule 55(c) permits a party to move to set aside the entry of default. The standard for granting relief from an entry of default under Rule 55(c) is mere good cause. S.C. R. Civ. P. 55(c). This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted. The trial court need not make specific findings of fact for each factor if there is sufficient evidentiary support on the record for the finding of the lack of good cause. A motion under Rule 55(c) is

addressed to the sound discretion of the trial court. More Like This Headnote |
Shepardize: Restrict By Headnote

Civil Procedure > Pretrial Judgments > Default > Relief From Default 

HN4  Once a default judgment has been entered, a party seeking to be relieved must do so under S.C. R. Civ. P. 60(b). The standard for granting relief from a default judgment under Rule 60(b) is more rigorous than the good cause standard established in S.C. R. Civ. P. 55(c). Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or other misconduct of an adverse party. S.C. R. Civ. P. 60(b). The different standards under the two rules underscore the clear intent to make it more difficult for a party to avoid a default once the court has entered a judgment, which carries greater finality, and often occurs later than, a clerk's entry of default. More Like This Headnote | Shepardize: Restrict By Headnote

Civil Procedure > Pretrial Judgments > Default > Relief From Default 

HN5  It is often observed that the criteria for obtaining relief from judgment under S.C. R. Civ. P. 60(b), mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, are relevant in determining whether good cause has been shown under S.C. R. Civ. P. 55(c). However, this language invites trial courts to apply a heightened standard to Rule 55(c) motions. The Rule 60(b) factors are indeed relevant to a Rule 55(c) analysis, but only inasmuch as proof of any one of these factors is sufficient to show good cause. No trial court should ever find good cause lacking based solely on the absence of a Rule 60(b) factor. More Like This Headnote | Shepardize: Restrict By Headnote

Civil Procedure > Pretrial Judgments > Default > Relief From Default 

HN6  An attorney or insurance company's misconduct is imputable to the client. Although the presence of other factors, in the totality of the circumstances, may amount to a showing of good cause, a defendant may not be relieved from the entry of default solely because it relied to its detriment on a negligent insurance agent. More Like This Headnote

COUNSEL: Eugene Matthews , of Richardson, Plowden & Robinson, of Columbia, and Michael S. Hopewell , of Turner, Padgett, Graham & Laney, of Florence, for Petitioner.

Daniel F. Blanchard, III , of Rosen, Rosen and Hagood, of Charleston, Peter F. Asmer, Jr. , of Cozen O'Connor, of Charlotte, and Susan C. Rosen , of Rosen Law Firm, of Charleston, for Respondents.

JUDGES: CHIEF JUSTICE TOAL , WALLER , PLEICONES , JJ., and Acting Justices R. Knox McMahon and E. C. Burnett, III , concur.

OPINION BY: TOAL 

OPINION

[*604] [886] ON WRIT OF CERTIORARI TO THE COURT OF APPEALS**

CHIEF JUSTICE TOAL : This action for negligence and breach of contract arises out of a fire

that burned down a restaurant and pub owned by Respondents Sundown Operating Company, Inc. ("Sundown"), Sunrise Coin Company, Inc. ("Sunrise"), and High Noon Properties, Inc. ("High Noon") (hereinafter referred to collectively as "Respondents"). Respondents filed suit against Defendant BFPE International, Inc. v ("Petitioner") and four other defendants (hereinafter referred to collectively as "Defendants"). The trial court granted a default judgment against Petitioner, and following a [***2] damages hearing, the master-in-equity awarded damages to Respondents. Both parties appealed. The court of appeals affirmed the trial court. *Sundown Operating Co. v. Intedg Indus., Inc.*, Op. No. 2007-UP-091 (S.C. Ct. App. filed Feb. 23, 2007). We granted in part Petitioner's request for a writ of certiorari to review that opinion.

FACTUAL/PROCEDURAL BACKGROUND

On September 16, 1998, Respondents' restaurant and pub burned down. On August 24, 2001, Respondents filed suit against Defendants, alleging that an electric fryer had malfunctioned and ignited a quantity of frying oil. Respondents had a service contract [**887] with Petitioner to install, maintain, inspect, and service the restaurant's fire extinguishing and suppression systems. Respondents asserted claims for negligence and breach of contract against Petitioner, on the grounds that Petitioner failed to properly maintain and inspect the fire suppression system.

Petitioner is incorporated in Maryland and has various business locations in Maryland, Virginia, North Carolina, and South Carolina. At the time of the lawsuit, Petitioner did not [*605] have a registered agent listed with the South Carolina Secretary of State.

On August 27, 2001, Respondents [***3] mailed copies of the summons and complaint to Donald R. Leonard, who was Petitioner's registered agent in Maryland and North Carolina at the time, at two separate addresses in Myrtle Beach and Rocky Mount, North Carolina. In Myrtle Beach, Petitioner's manager, Randy Adams, received the package and was advised by the mail carrier that he could sign for Leonard, who was absent. Adams signed Leonard's name to the receipt, which was dated and returned to Respondents on August 28, 2001. In Rocky Mount, Leonard himself signed the return receipt on September 4, 2001.

On September 5, 2001, Leonard gave the summons and complaint to the general manager of Petitioner's Clayton, North Carolina office, who then forwarded the papers to Petitioner's vice-president. On or about September 14, 2001, Petitioner's vice-president notified Petitioner's insurance agent of the lawsuit. On October 1, 2001, the vice-president forwarded the summons and complaint to the insurance agent. On October 2, 2001, the insurance agent telephoned Respondents' counsel to request an extension of time to file an answer to the complaint. Respondents' counsel informed the agent that he had already moved for an entry of default [***4] based upon the August 28, 2001 service date. On October 2, 2001, the Horry County Clerk of Court filed the entry of default.

On October 18, 2001, Petitioner filed a motion to set aside default and permit enlargement of time. On October 29, 2001, Respondents filed a motion for a default judgment. On December 10, 2001, Respondents moved for, and the Horry County Clerk of Court filed, a second entry of default based upon the September 4, 2001 service date.

On March 18, 2002, the trial court conducted a hearing and found that Petitioner had shown good cause to set aside the entry of default and permit an enlargement of time to file an answer and instructed the company to submit a proposed order. The trial court based its ruling in part on the recent court of appeals decision in *Pilgrim v. Miller*, 2002 S.C. App. LEXIS 4, 2002 WL 44112 (S.C. Ct. App. Jan. 14, 2002) (*Pilgrim I*). The next day, Respondents' counsel requested that the trial court delay its [*606] formal order in light of the Court of Appeals' decision to rehear *Pilgrim I*. The trial court agreed. On June 17, 2002, the court of appeals reversed its original opinion in *Pilgrim I*. ¹ *Pilgrim v. Miller*, 350 S.C. 637, 567 S.E.2d 527 (Ct. App. 2002) (*Pilgrim II*).

FOOTNOTES

¹ Although [***5] the *Pilgrim II* opinion was vacated by this Court on April 25, 2003, the court of appeals in the instant case observed that the portions relied upon by the trial judge are "still good law." See *Bage v. Southeastern Roofing Co.*, S.C. Sup. Ct. Order dated July 23, 2009 (Shearouse Adv. Sh. No. 33 at 82) (discussing vacation of *Pilgrim II* opinion).

On July 18, 2002, the trial court again heard Petitioner's motion to set aside the entry of default. The trial court issued an order finding the August 28, 2001 service date to be invalid, but held that Petitioner was not entitled to set aside the entry of default with regard to the September 4, 2001 service date.

The case was then referred to the master-in-equity for a hearing to assess damages. The master entered judgment in the amount of: \$ 273,336.00 in actual damages to Sunrise; \$ 394,848.38 in actual damages to Sundown; and \$ 524,800.70 in actual damages to High Noon. The master denied Respondents' requests for prejudgment interest.

The parties filed cross-appeals. The court of appeals held that Respondents were properly denied prejudgment interest; that both the August 28, 2001 and September 4, 2001 service dates were valid; and that the [***6] trial court did not err in failing to set aside the entry of default. Both parties filed petitions [**888] for a writ of certiorari with this Court. We denied Respondents' petition and granted in part Petitioner's petition. Petitioner presents the following question for our review:

Did the court of appeals err in failing to set aside the entry of default?

STANDARD OF REVIEW

HN1 The decision whether to set aside an entry of default or a default judgment lies solely within the sound discretion of the trial judge. *Harbor Island Owners' Ass'n v. Preferred Island Props., Inc.*, 369 S.C. 540, 544, 633 S.E.2d 497, 499 (2006). The trial court's decision will not be disturbed on appeal absent a clear showing of an abuse of that discretion. [**607] *Mitchell Supply Co., Inc. v. Gaffney*, 297 S.C. 160, 162-63, 375 S.E.2d 321, 322-23 (Ct. App. 1988). An abuse of discretion occurs when the judge issuing the order was controlled by some error of law or when the order, based upon factual, as distinguished from legal conclusions, is without evidentiary support. *In re Estate of Weeks*, 329 S.C. 251, 259, 495 S.E.2d 454, 459 (Ct. App. 1997).

LAW/ANALYSIS

Petitioner contends that it has shown good cause under the minimal standard [***7] required by Rule 55(c), SCRPC, and that the trial court and the court of appeals erred in applying a heightened standard to conclude that the company was not entitled to set aside the entry of default. Although we have some concerns about the lower courts' conflation of the Rule 60(b) and Rule 55(c) standards, we do not believe Petitioner meets even the most minimal showing of good cause, and is therefore not entitled to relief from the entry of default.

I. Differentiating the Standards for Relief Under Rule 55(c) and Rule 60(b)

We must acknowledge at the outset that there has been some recent confusion in the case law regarding the application of the standards for relief set forth in Rule 55(c) and Rule 60(b). We take this opportunity to reassert the basic legal premise that **HN2** the standard for granting relief under Rule 60(b) is more rigorous than under Rule 55(c), and that an entry of default

may be set aside for reasons that would be insufficient to relieve a party from a default judgment.

HN3 Rule 55(a) provides that when a party fails to respond to a complaint, the clerk shall record an entry of default. However, Rule 55(c) permits a party to move to set aside the entry of default. The *****8** standard for granting relief from an entry of default under Rule 55(c) is mere "good cause." Rule 55(c), SCRCP. This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the ***608** timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted. *Wham v. Shearson Lehman Bros., Inc.*, 298 S.C. 462, 465, 381 S.E.2d 499, 501-02 (Ct. App. 1989). The trial court need not make specific findings of fact for each factor if there is sufficient evidentiary support on the record for the finding of the lack of good cause. *Dixon v. Besco Engineering, Inc.*, 320 S.C. 174, 179, 463 S.E. 2d 636, 639 (Ct. App. 1995). A motion under Rule 55(c) is addressed to the sound discretion of the trial court. *Williams v. Stalnaker*, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct. App. 1994).

HN4 Once a default judgment has been entered, a party seeking to be relieved must *****9** do so under Rule 60(b), SCRCP. The standard for granting relief from a default judgment under Rule 60(b) is more rigorous than the "good cause" standard established in Rule 55(c). *Ricks v. Weinrauch*, 293 S.C. 372, 374, 360 S.E.2d 535, 536 (Ct. App. 1987). Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or "other misconduct of an adverse party." Rule 60(b), SCRCP. The different standards under the two rules underscore the clear intent to make it more difficult for a party to avoid a default ****889** once the court has entered a judgment, which carries greater finality, and often occurs later than, a clerk's entry of default.

HN5 It is often observed, as the court of appeals held in the present case, that the criteria for obtaining relief from judgment under Rule 60(b) -- mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation -- are relevant in determining whether good cause has been shown under Rule 55(c), SCRCP. See *New Hampshire Ins. Co. v. Bey Corp.*, 312 S.C. 47, 50, 435 S.E.2d 377, 378-79 (Ct. App. 1993) (holding that, "as a *****10** practical matter," the 60(b) factors are relevant under both rules). However, we caution that this language invites trial courts to apply a heightened standard to Rule 55(c) motions. The Rule 60(b) factors are indeed relevant to a Rule 55(c) analysis, but only inasmuch as proof of any one of these factors is sufficient to show "good cause." No trial court should ever find good cause lacking based solely on the absence of a Rule 60(b) factor.

***609 II. The Merits of Petitioner's Appeal**

Petitioner argues that the trial judge should have set aside the entry of default because the company showed "good cause" by asserting its insurance agent was negligent for failing to answer the complaint and because (1) it promptly moved for relief; (2) it has a meritorious defense; and (3) Respondents would suffer no prejudice if the court set aside the entry of default. We disagree.

Initially, we reject Petitioner's argument that it should be granted relief from the entry of default because it should not be held responsible for the negligence of its insurance agent in failing to answer the complaint. This argument is without merit, as the law is clear that **HN6** an attorney or insurance company's misconduct is imputable *****11** to the client. See *Williams v. Vanvolkenburg*, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct. App. 1994) (observing that an attorney's negligence in failing to answer is imputable to the defendant); *Roberts v. Peterson*, 292 S.C. 149, 151, 355 S.E.2d 280, 281 (Ct. App. 1987) (recognizing that negligence of an

attorney or insurance company is imputable to a defaulting litigant). Although the presence of other factors, in the totality of the circumstances, may amount to a showing of "good cause," a defendant may not be relieved from the entry of default *solely* because it relied to its detriment on a negligent insurance agent. See *Ricks*, 293 S.C. 372, 360 S.E.2d 535 (holding that good cause was shown in the totality of circumstances involving misplaced reliance on insurance agent).

In this case, Petitioner shares the responsibility for the entry of default with its insurance agent. Petitioner did not forward the summons and complaint to the insurance agent until approximately two weeks after initially notifying the agent of the lawsuit and several days after the time to answer expired. Furthermore, Petitioner's "good cause" argument is based entirely upon the September 4, 2001 service date. [***12] Petitioner has put forth no explanation with regard to the fate of the summons and complaint served on Randy Adams on August 28, 2001. As the court of appeals correctly held, this service was proper pursuant to *Roche v. Young Bros., Inc.* of [*610] *Florence*, 318 S.C. 207, 456 S.E.2d 897 (1995).² Even if we were to assume that Petitioner showed good cause as to why the summons and complaint that arrived in Rocky Mount was not answered in a timely manner, we must nevertheless affirm the entry of default because Petitioner has failed to show good cause as to why the summons and complaint that arrived in Myrtle Beach went unanswered.

FOOTNOTES

² We declined to grant certiorari as to this particular question.

CONCLUSION

For the reasons stated herein, we affirm the opinion of the court of appeals.

WALLER ✓, **PLEICONES** ✓, **JJ.**, and Acting Justices **R. Knox McMahon** and **E. C. Burnett, III** ✓, concur.

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2011-CP-10-2444

STOW AWAY STORAGE, LLC,)
Plaintiff,)

vs.)

GEORGE W. SISSON,)
4.0 LLC, THE SISSON)
FOUNDATION LIMITED)
PARTNERSHIP,)
SWEETGRASS HARDWARE,)
INC. AND TIMARAND, INC.,)
Defendants.)

MOTION FOR TEMPORARY INJUNCTION
MOTION FOR PARTIAL SUMMARY
JUDGMENT AND PERMANENT INJUNCTION

FILED
2011 OCT 25 PM 12:52
JULIE J ARMSTRONG
CLERK OF COURT

The Plaintiff, Stow Away Storage, LLC (Stow Away), does hereby move for a Temporary Injunction, pursuant to the provisions of SCRCP 65, enjoining the Defendants from continuing to allow the customers and employees of Defendant Sweetgrass Hardware, Inc. (Sweetgrass), to utilize a private easement appurtenant for ingress and egress heretofore granted to the Defendant George W. Sisson (Sisson). The easement granted to Sisson was for access to property owned by him and identified by description attached to the Easement Agreement as Exhibit A (the dominant estate). (See Plat attached as Exhibit A)

Thereafter Sisson, through a wholly owned LLC, granted a License to Sweetgrass Hardware, Inc., the lessee of an adjoining tract of land on which it operated a hardware store. (See Plat recorded in Book EA at page 742 attached to Plaintiff's Complaint as Exhibit 6) The property leased by Sweetgrass is not a part of the dominant estate and is

not owned by Sisson or either of his entities, Defendants 4.0 LLC or The Sisson Foundation Limited Partnership.

The License granted to Sweetgrass, by its very terms under ¶10, provides:

10. Assignment. This license is personal to Licensee and may not be sold, transferred, assigned or given to any Third Party.

So too, under South Carolina Law “. . . a license to be on the premises for an agreed purpose is a contractual right personal to the licensee.” (citing precedent) (emphasis added). “A license does not vest in the licensee any estate or interest in the land. (citing authority) It conveys only the temporary privilege of being on the land for some agreed purpose.” Hilton Head Air Serv. v. Beaufort Cty., 308 S.C. 450, 418 S.E.2d 849 (S.C. App. 1992).

Notwithstanding the above, the Defendants have persisted in their contention that, by virtue of the License, the customers and employees of Sweetgrass have a right to the unfettered use of the easement and have even counterclaimed against Stow Away asserting their right to damages for tortious interference with the Access Agreement between Stow Away and Sisson, to which Sweetgrass is not a party, and tortious interference with the License granted by Sisson/4.0 LLC to Sweetgrass, and asserting their right to damages for any interference by Stow Away. (See Exhibit 12 to Plaintiff's Complaint and Defendants' Counterclaim against Plaintiff).

By expanding the dominant estate to include access to Sweetgrass and its customers and employees, the Defendants have illegally vastly increased the burden on

the servient estate by subjecting it to constant traffic of the Sweetgrass customers and employees.

In an effort to prevent the continuous trespass on its servient estate by Sweetgrass and the customers and employees of Sweetgrass, Stow Away has gated the access to Sisson's dominant estate and on occasions has denied access to the Sweetgrass customers and/or employees. On October 4, 2012, one such customer struck and injured Stow Away's manager with her car and fled the scene of the accident. The continuous violation of Stow Away's rights has created a dangerous situation for which a temporary injunction is necessary to prevent further incidents and injuries.

Summary Judgment as to Stow Away's Claims
for a Permanent Injunction, Actual and Punitive
Damages and Attorney's Fees and Costs

Stow Away does further move for a permanent injunction forbidding Sweetgrass and its customers and employees and Sisson or his entities from any further use of Stow Away's easement to access Sweetgrass' leased property. Specifically, Stow Away requests the following:

1. A judgment declaring the Easement granted to Sisson to be an easement appurtenant granted for the purpose of providing Sisson the right of ingress and egress to and from his property for the benefit of Sisson and his property;
2. A judgment declaring that, as holder of an easement appurtenant to his property (the dominant estate), neither Sisson nor 4.0 LLC nor Sisson Foundation have any right to expand the easement to property beyond the boundary of the dominant estate.

3. A judgment declaring that, under the terms of the License granted by Sisson and 4.0 LLC to Sweetgrass, and the law of Licenses, any right that Sweetgrass has to use Stow Away's Easement is not assignable to customers and employees of Sweetgrass.

4. A permanent Injunction declaring the License between Sisson and/or his LLCs and Sweetgrass, void and unenforceable and enjoining Sisson, 4.0 LLC, Sisson Foundation, Sweetgrass and Timarand from allowing Sweetgrass or its customers or employees to use Stow Away's access easement to Hwy. 17 and allowing Stow Away to limit access to its easement by gated access operable only by suitable remote control devices which shall not be made available to Sweetgrass or its customers.

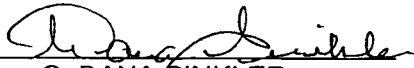
5. A judgment holding that, by ignoring Stow Away's protestations against the use of its easement by Sweetgrass and its customers and entering into a License Agreement with Sweetgrass intended for their use of Stow Away's easement, Sisson and 4.0 LLC and Sisson Foundation have violated the terms of the Access Easement And Abandonment of Encroachment Permit and the terms of the License.

6. A judgment against Sweetgrass for actual and punitive damages for insisting on the right of its company and customers to utilize Stow Away's easement to Sisson to gain access to its hardware store, and violating Stow Away's rights under the Access Easement and causing Stow Away to incur damages, including the costs and expenses of gating its access, in an effort to stop Sweetgrass' customers from using its property and incurring attorney's fees and costs in attempting to protect its interests.

7. A judgment awarding it Equitable Indemnity and judgment against Sisson, 4.0 LLC, Sisson Foundation and Sweetgrass for all attorney's fees, costs and expenses incurred in protecting its rights under the terms of the Access Easement and Abandonment of Encroachment Permit.

8. A judgment against Sweetgrass for actual and punitive damages for its tortious interference with the contractual terms of Stow Away's Access Easement with Sisson.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

Attorney for Plaintiff

Charleston, South Carolina

October 25, 2012

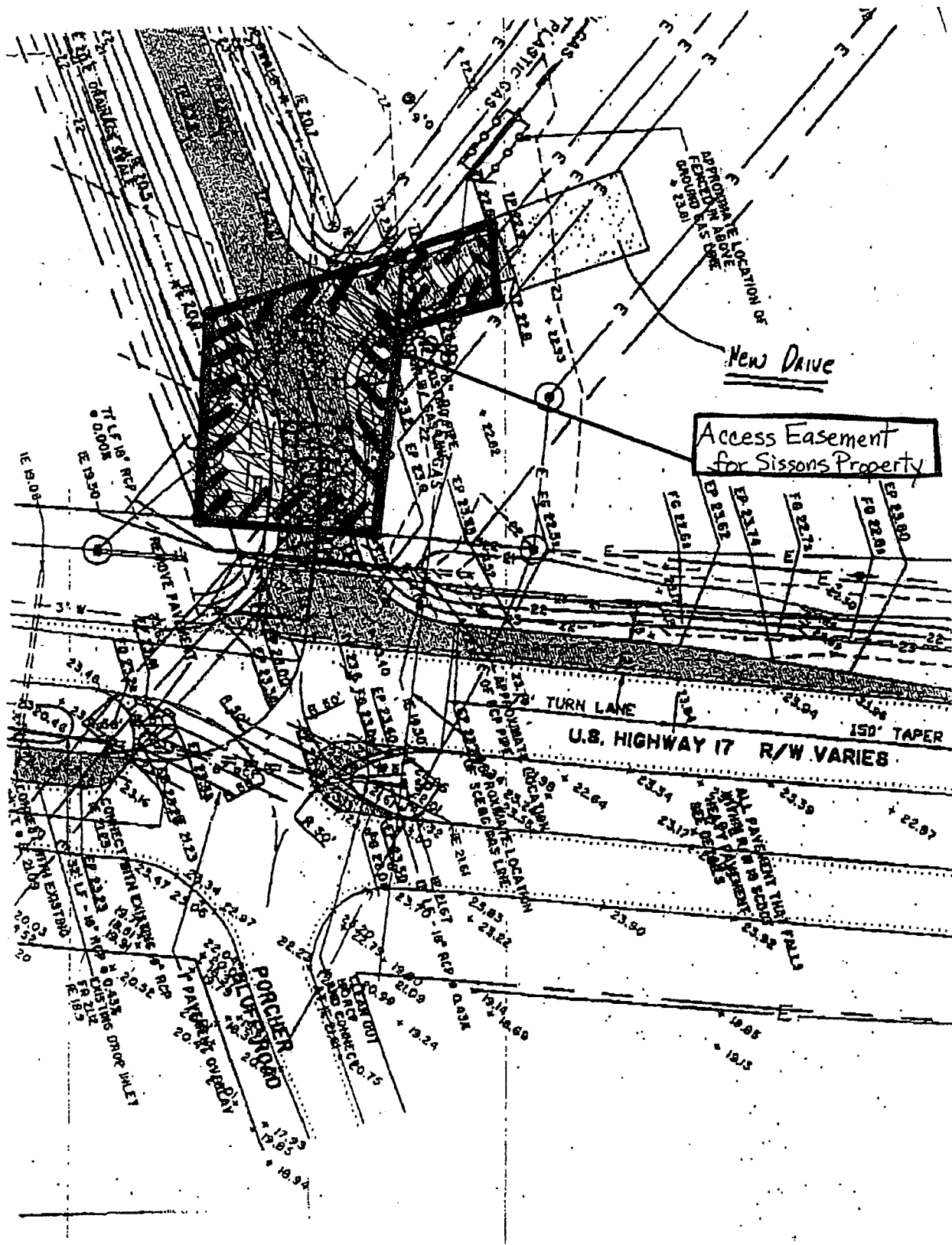
CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of October, 2012, I served the foregoing Motion for Temporary Injunction and Motion for Partial Summary Judgment and Permanent Injunction on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464


Jo Davis, Legal Assistant

FILED
2012 OCT 25 PM 12:52
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

v.

George W. Sisson, 4.0, LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-10-2444

AFFIDAVIT OF GEORGE W. SISSON

FILED
2013 FEB -7 PM 4:31
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

PERSONALLY appeared before me George W. Sisson, who, being duly sworn, deposes
and states as follows:

1. I am over the age of twenty-one years, and I make this Affidavit on my own personal knowledge and not upon any information or belief.
2. I am a Defendant in the within referenced lawsuit.
3. I am the sole member of 4.0, LLC, a South Carolina limited liability company.
4. I am the General Partner of The Sisson Foundation Limited Partnership.
5. 4.0, LLC and The Sisson Foundation Limited Partnership own a 5.862 acre tract of land abutting the property of the Plaintiff.
6. On October 17, 2000, I entered into an Access Easement and Abandonment of Encroachment Permit (the "Access Easement") with the Plaintiff granting me a non-exclusive and perpetual easement.
7. The Access Easement was recorded in Book U358 at Page 109 in the Office of the Register Mesne Conveyance for Charleston County, South Carolina and is attached hereto as Exhibit "A".

8. This document granted the Grant of Access Easement to me and my successors and assigns, forever.
9. The Access Easement contains no restriction on assigning the Grant of Easement.
10. The Access Easement is only limited in nature and scope, in that the use of the Access Easement "...shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property."
11. The Access Easement is "...for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between the Grantee's property and U.S. Highway 17."
12. The Access Easement "...shall be perpetual and runt[sic] with title to the Grantor's Property and the Grantee, respectively."
13. The Defendant Timarand, Inc. currently leases a parcel abutting the subject property to Sweetgrass Hardware, Inc.
14. I assigned my rights in the Access Easement to Sweetgrass Hardware, Inc. by way of a License Agreement, a copy of which is attached hereto as Exhibit "B".
15. From 2008 to the present, the Plaintiff by and through its members, employees, representatives and agents, without cause of legal basis, have attempted to block the use of the Access Easement by Sweetgrass Hardware, Inc. and the other Defendants.
16. The Plaintiff constructed a gate in a further attempt to block the Access Easement, and the gate remains in place on the property.
17. The assignment of the Access Easement to Sweetgrass Hardware, Inc. does not create an unlawful increase or burden upon the Grantor's property.

18. The Plaintiff admitted that they entered into the Access Easement with me in their Responses to Requests for Admission dated June 7, 2011. A copy of their Responses to Requests for Admission is attached hereto as Exhibit "C".

19. The Plaintiff further admitted in their Responses to Requests for Admission dated June 7, 2011 that the Access Easement is an Easement Appurtenant and that the rights granted run with the title to the Grantor's and the Grantee's property.

FURTHER THE AFFIANT SAYETH NOT.

Hampden, Massachusetts
February 6, 2013

George W. Sisson
George W. Sisson

SWORN TO before me this 6th
day of February, 2013

Richard L. Zabielski
Notary Public for the Commonwealth of Massachusetts
My Commission Expires: _____

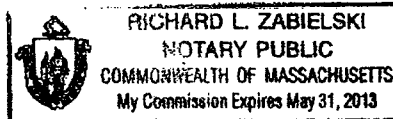


EXHIBIT "A"

U358PG109

STATE OF SOUTH CAROLINA	)	ACCESS EASEMENT
	)	AND
COUNTY OF CHARLESTON	)	ABANDONMENT OF
	)	ENCROACHMENT PERMIT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed to be effective as of the 17th day of October, 2000, by and between STOW AWAY STORAGE, LLC, a South Carolina limited liability company (hereinafter referred to as the "Grantor"), and George Sisson (hereinafter referred to as the "Grantee").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid by Grantee to Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on, and through that certain portion of Grantor's property designated and delineated as "Access Easement for Sissons Property" and more particularly described on Exhibit B attached hereto (the "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17.

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

NPCOL1428682,1-EA-(1A3) 025234-00000

Abandonment of Easement Permit. Grantee does hereby agree to abandon and terminate any rights Grantee may have to access U.S. Highway 17 by any means other than the Access Easement. It is specifically understood and agreed by Grantee that the grant of the Access Easement shall terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the Access Easement.

It is intended that the terms, conditions, easements, and rights granted and agreed to herein shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively. It is further intended that the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable. This Agreement may be amended, modified, or terminated only by recorded written instrument duly executed and acknowledged by Grantor and Grantee, or their respective successors and/or assigns. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included herein. All provisions of this Agreement, including the benefits and burdens, run with the Grantor's property and are binding upon and inure to the heirs, assigns, successors, and personal representatives of the parties hereto, as applicable.

TO HAVE AND TO HOLD, subject to all encumbrances, easements, rights-of-way, restrictions, and agreements of record as of the date hereof, all and singular the rights, easements, and agreements before mentioned unto the Grantor and Grantee, its successors and assigns, forever.

EX U358PG111

AND, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Access Easement unto the said Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name this 17 day of October, in the year Two Thousand, A.D. and in the Two Hundred and Twenty-Fourth year of the Sovereignty and Independence of the United States of America,

IN THE PRESENCE OF:

GRANTOR:

STOW AWAY STORAGE, LLC

(SEAL)

By: [Signature]

Name: R.L. Panser, III

Title: Member

[Signature]
WITNESS NO. 1

[Signature]
WITNESS NO. 2

GRANTEE:

[Signature]
George Sleson

*aka George W. Slesons

[Signature]
WITNESS NO. 1

[Signature]
WITNESS NO. 2

NPCOL1428089.1-FA-1A8 020294-00000

KK U358PG112

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named Stow Away Storage, LLC by E.L. Pooser, III, its Member, sign, seal, and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Michelle J. Rowland
WITNESS NO. 1

SWORN TO BEFORE ME THIS
17 day of October, 2000

Tammy A. Simpson (LS)
Notary Public for South Carolina
My Commission Expires: 2-16-2009

NPCCCL1420560.1-BA-4(AS) 020294-00000

EX U358PG113

STATE OF SOUTH CAROLINA

COUNTY OF _____

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named George Simmons, sign, seal, and as his act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Curtis H. Orr
WITNESS NO. 1

SWORN TO BEFORE ME THIS
30 day of October, 2000

Archie Lakes Watkins (LS)
Notary Public for South Carolina
My Commission Expires 12-12-2006

NP COL 1422566.1-BA (JAS) 022204-00000

EXHIBIT A

(Legal Description)

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by E.M. Seabrook, Jr., Inc. dated May 17, 1989, entitled "Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina." Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Salah Hibri, n/k/a Salah Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Ackerman and Constance S. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.08 feet, more or less.

TMS: 580-00-00-024

AND

ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.481 acres, more or less, as shown on that certain plat entitled "Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina" by James Landlord Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1985, and recorded in the RMC Office for Charleston County in Plat Book BB, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Shov Away Storage, LLC and recorded in the Office of the Register of Means Conveyances for Charleston County in Deed Book Z328 at page 662.

NPCOL1402582, 1-2A (JAS) 020204-00000

UK U358PG115

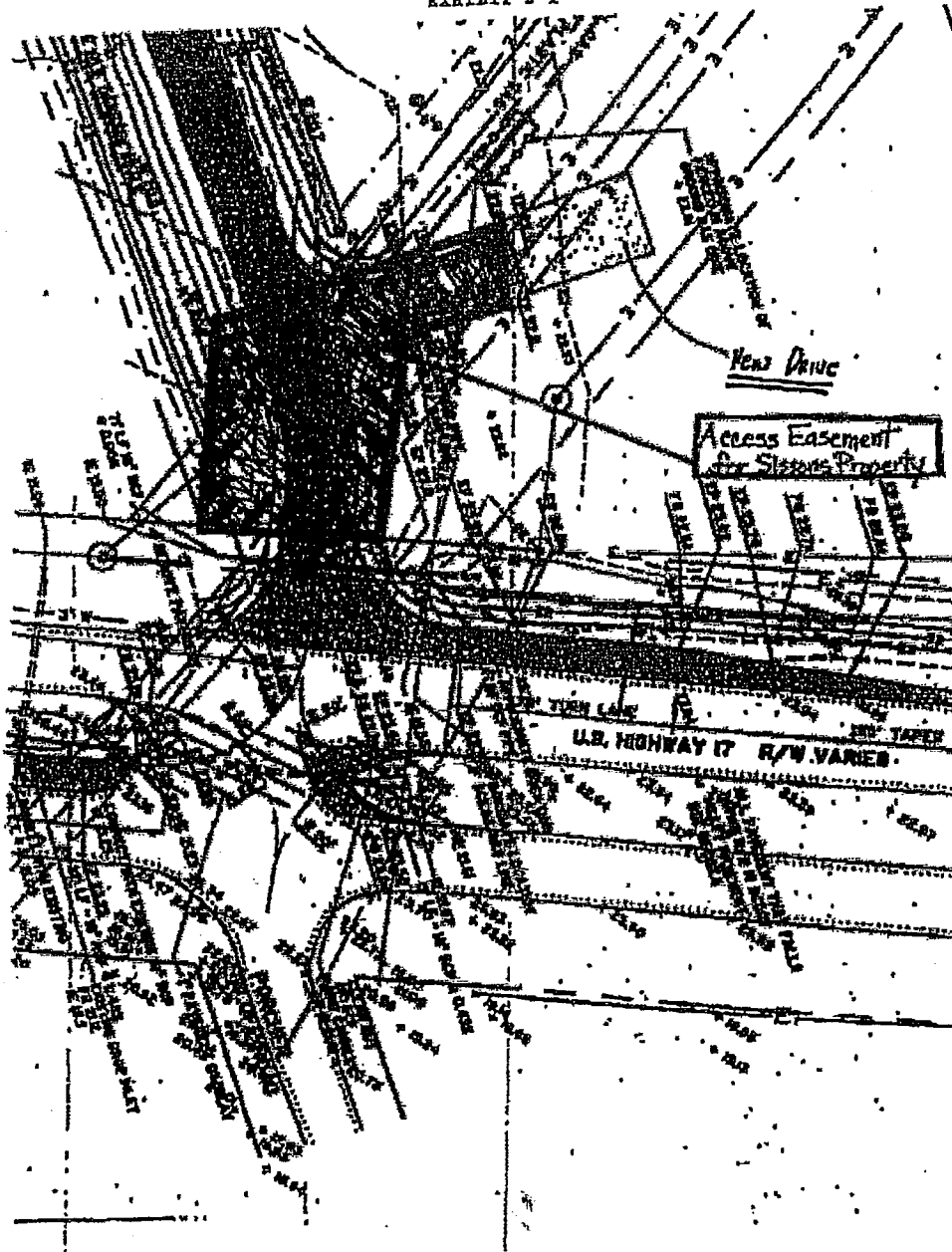
EXHIBIT B

All that certain piece, parcel, or lot of land designated and labeled as "Access Easement for
Sissons Property" and further depicted by hashmarks on the attached sketch labeled Exhibit B-1.

NPCL14296a.1-FA-(AS) 025291-00000

U358PG116

EXHIBIT B-1



Nelson Pruet Jacobs
+ Pollard

P.O. Drawer 2424
Coke, SC 29202-9732

12
2

REF U358PG117

FILED

U358-109

2000 NOV 16 PM 12:01

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

14.008

EXHIBIT "B"

After recording please return to:
Gray B. Taylor, Esq.
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mount Pleasant, South Carolina 29464

STATE OF SOUTH CAROLINA)
) **LICENSE AGREEMENT**
COUNTY OF CHARLESTON)

THIS LICENSE AGREEMENT ("Agreement") is made this 13th day of November, 2008, by and between 4.0 LLC ("Licensor"), and Sweetgrass Hardware, Inc., (the "Licensee").

WHEREAS, the Licensor is the holder of certain non-exclusive rights under that certain Access Easement and Abandonment of Encroachment Permit dated October 17, 2000 and recorded in the Charleston County RMC Office at Book U358 at Page 109 (the "Easement Agreement"), which grants to the Licensor a non-exclusive and perpetual easement over, one and through that certain portion of Stow Away Storage, LLC's ("Stow Away") property as described in the Easement Agreement (the "Easement"); and

WHEREAS, the Licensor desires to authorize Licensee to use the Easement for ingress and egress access from Highway 17 to Licensee's property, as described on the attached Exhibit "A" (Licensee's Property"), and to grant an exclusive license to the Licensee for the same; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Licensor and Licensee hereby agree as follows:

1. License for Use of Property. Licensor hereby grants to Licensee, for so long as Licensee leases the Licensee's Property, an exclusive license for ingress and egress access from Highway 17 to Licensee's Property.
2. Limitations on Use. The foregoing license shall be subject to:
 - a. The right of Licensor to adopt and amend reasonable rules and regulations pertaining to the use of the Easement, including, without limitation, rules establishing hours and vehicle or other limitations.
 - b. The right of Licensor to temporarily rescind this license for limited periods of time for the convenience of the Licensor.
 - c. Maintenance Responsibility. Licensee shall not have any maintenance responsibility for the Easement, but shall immediately repair any damage resulting from Licensee's exercise of this license.

3. Extension. This license may NOT be extended or renewed except with the express written permission of the Licensor. Licensee acknowledges that Licensor may refuse to extend this license beyond the initial term for any or no reason. Licensee also acknowledges that the Licensor is under no obligation to extend this License and that unless an extension is agreed to in writing, this License ends upon the conveyance of Licensee's Property to a third party.

4. Enforcement. Licensee stipulates and agrees that it shall be bound by the terms of this license, and that it has entered into this license agreement voluntarily, of its own free will, and for good and valuable consideration. Licensee further states that it has had ample opportunity to consult with legal counsel regarding this license agreement, and has substantially participated in the drafting of this license agreement, such that it shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

a. The venue and jurisdiction for any dispute arising out of this license agreement shall be the Charleston County Court of Common Pleas. All parties hereto agree to waive any right they may have to demand a trial by jury.

b. Licensee further agrees that, in the event of its breach of the license agreement, Licensor shall be entitled to a temporary injunction restraining Licensee from continued use of the license and from any operations in violation of the license terms contained herein, and that the temporary injunction shall be issued without requirement for a bond. Such temporary injunction is agreed to by the Licensee in favor of the Licensor upon the motion of the Licensor for a temporary injunction made to the Charleston County Court of Common Pleas.

c. Licensee further agrees that, in its defense of any action brought to enforce the terms of this license agreement or the Covenants, it shall not raise any defense that the terms of the license agreement or the Covenants violate public policy, constitute an unfair restraint of trade, an unfair trade practice, or any substantially similar statutory or common law defense.

Licensor *LL* (initial here)

Licensee *JK* (initial here)

5. Amendment. This license may be amended only in writing by an instrument signed on behalf of the Licensor and Licensee.

6. Severability. Whenever possible, each provision of this license shall be interpreted in such manner as to be effective and valid, but if the application of any non-essential provisions to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any other provision which can be given effect without the invalid provision or application and without defeating the intent hereof, and, to this end, the provisions of this agreement are declared to be severable.

7. Notices. Any notices provided for in this license shall be in writing and shall be delivered to the primary business address of each party.

8. Termination. If Licensee fails to perform any of its obligations herein contained, in whole or in part, or violates any condition or obligation of the license, Licenser shall have the right, but not the obligation, to cancel this license upon ten (10) days written notice to Licensee.

9. No transfer of ownership. The use being made of the Easement by reason of this license is strictly permissive, not adverse, and it is agreed among the parties that the same shall in no instance ripen into an interest adverse to the interests of the Licenser under the Easement Agreement, or ripen into a permanent right by or for any reason whatsoever, including without limitation the passage of time or the continued use by Licensee beyond the term of this license.

10. Assignment. This license is personal to Licensee and may not be sold, transferred, assigned or given to any third party. The sale or assignment of a majority interest in the Licensee entities shall constitute an assignment for the purposes of this provision and shall constitute a violation of this License.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first written above.

WITNESS:

Cristi I. Orr

CRISTI I ORR

Dana Lynn Fletcher

Dana Lynn Fletcher

4.0 LLC

George W. Sissons
BY: George W. Sissons
Its: Member

SWEETGRASS HARDWARE, INC.

Frank R. Fletcher
By: Frank R. Fletcher
Its: PRESIDENT



EXHIBIT A
(Licensee's Property)

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a "Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina" prepared by James L. Owen, Jr., dated February 22, 1989 and recorded on July 15, 1991, at the Charleston County RMC Office in Plat Book CD at Page 139.

TMS No. 598-00-00-027

EXHIBIT “C”

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
	)	
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' REQUESTS FOR
GEORGE W. SISSON,	)	ADMISSION
4.0 LLC, THE SISSON	)	
FOUNDATION LIMITED	)	
PARTNERSHIP,	)	
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	
	)	

To: G. Hamlin O'Kelley, III, Attorney for Defendants

Pursuant to SCRPC 36, Plaintiff responds to the First Requests for Admission of Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. as follows:

1. Admit that the document attached hereto as Exhibit "A" is a true and accurate copy of an Access Easement and Abandonment of Encroachment Permit by and between Stow Aware [sic] Storage, LLC, and George Sissons a/k/a George w. Sissons.

RESPONSE: Admit.

2. Admit that the document attached hereto as Exhibit "A" was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston County.

RESPONSE: Admitted that the first page of the document "attached hereto as Exhibit 'A' was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston." The entire instrument was recorded at pages 109 through 117.

3. Admit that the Plaintiff Stow Away Storage, LLC, is named as the "Grantor" in that document attached hereto as Exhibit "A".

RESPONSE: Admit.

4. Admit that George Sissons a/k/a George W. Sissons is named as the "Grantee" in that document attached hereto as Exhibit "A".

RESPONSE: Admitted that "George W. Sissons*" is named as the Grantee in the first paragraph of the document, however, the execution page, which is recorded at page 111, is signed George W. Sisson, which is the Grantee's proper name, and the asterisk is explained by "aka George W. Sissons."

5. Admit that the Plaintiff Stow Away Storage, LLC, granted the following Grant of Access Easement as set forth in Exhibit "A":

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on and through that certain portion of Grantor's property designated and delineated as 'Access Easement for Sissons Property' and more particularly described on Exhibit B attached hereto (The "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger delivery vehicular means between Grantee's property and U.S. Highway 17.

RESPONSE: Admitted, however, the Grant contains the additional language as follows:

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

6. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement to George Sissons a/k/a George W. Sissons and his successors and assigns, forever.

RESPONSE: Admitted that that language is part of the Grant of Access Easement and that the purposes for which the easement was granted set forth in the Grant of Access Easement establish that the easement granted is an Easement Appurtenant to the property of Sisson, which is described in the complaint at paragraph 4.

7. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement so that the rights granted and agreed to therein "shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively."

RESPONSE: Admitted that that language is in the second page of the Access Easement, which is Record page 110, except that the word "run" should be "run."

8. Admit that the document attached hereto as Exhibit "A" contains no restriction on assigning the Grant of Easement as

RESPONSE: Paragraph 8 is not a complete sentence and counsel for Plaintiff is not sure of the intent of the question and therefore denies the same.

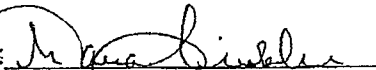
9. Admit that the document attached hereto as Exhibit "A" is assignable.

RESPONSE: Denied.

10. Admit that assignment of Grantee's rights in the document attached hereto as Exhibit "A" shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee as applicable.

RESPONSE: As worded, paragraph 10 is denied.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

Attorney for Plaintiff

Charleston, South Carolina
June 7, 2011

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of May, 2011, I served the foregoing Plaintiff's Responses to Defendants' First Requests for Admission on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464



Jo Davis, Legal Assistant

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

v.

George W. Sisson, 4.0, LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-10-2444

AFFIDAVIT OF FRANK R. FLETCHER

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2013 FEB -6 PM 4:35

FILED

PERSONALLY appeared before me Frank R. Fletcher, who, being duly sworn, deposes
and states as follows:

1. I am over the age of twenty-one years, and I make this Affidavit on my own personal knowledge and not upon any information or belief.
2. I am a Defendant in the within referenced lawsuit.
3. I am the owner of Sweetgrass Hardware, Inc.
4. I lease the 1.93 acre tract of land abutting the property of the Plaintiff from the Defendant Timarand, Inc.
5. I operate a hardware store out of the space leased from the Defendant Timarand, Inc.
6. I entered into a License Agreement with 4.0, LLC for the assignment of 4.0, LLC's rights in the Access Easement and Abandonment of Encroachment Permit. A copy of the License Agreement is attached hereto as Exhibit "A".
7. The License Agreement assigned 4.0, LLC's rights in the Access Easement with the Plaintiff dated October 17, 2000.

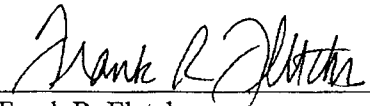
7. The Access Easement was recorded in Book U358 at Page 109 in the Office of the Register Mesne Conveyance for Charleston County, South Carolina and a copy is attached hereto as Exhibit "B".
8. The Access Easement contains no restriction on assigning the Grant of Easement.
9. The Access Easement is only limited in nature and scope, in that the use of the Access Easement "...shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property."
10. The Access Easement is "...for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between the Grantee's property and U.S. Highway 17."
11. The Access Easement "...shall be perpetual and runt/sic/ with title to the Grantor's Property and the Grantee, respectively."
12. From 2008 to the present, the Plaintiff by and through its members, employees, representatives and agents, without cause of legal basis, have attempted to block the use of the Access Easement by employees and patrons of Sweetgrass Hardware.
13. The Plaintiff constructed a gate in a further attempt to block the Access Easement, and the gate remains in place on the property.
14. The assignment of the Access Easement to Sweetgrass Hardware, Inc. does not create an unlawful increase or burden upon the Grantor's property.
15. The Plaintiff admitted that they entered into the Access Easement with the Defendant George W. Sisson in their Responses to Requests for Admission dated June 7, 2011. A copy of their Responses to Requests for Admission is attached hereto as Exhibit "C".

16. The Plaintiff further admitted in their Responses to Requests for Admission dated June 7, 2011 that the Access Easement is an Easement Appurtenant and that the rights granted run with the title to the Grantor's and the Grantee's property.

17. The Plaintiff's actions to block the Access Easement to me, my employees and patrons constitutes tortious interference with the contract in the form of the License Agreement by and between 4.0, LLC and Sweetgrass Hardware, Inc.

FURTHER THE AFFIANT SAYETH NOT.

Mt. Pleasant, South Carolina
2/6, 2013


Frank R. Fletcher

SWORN TO before me this 6th
day of February, 2013

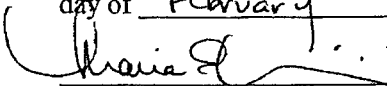

Notary Public for South Carolina
My Commission Expires: 2/7/15



EXHIBIT "A"

After recording please return to:
Gray B. Taylor, Esq.
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mount Pleasant, South Carolina 29464

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") is made this 13th day of November, 2008, by and between 4.0 LLC ("Licensor"), and Sweetgrass Hardware, Inc., (the "Licensee").

WHEREAS, the Licensor is the holder of certain non-exclusive rights under that certain Access Easement and Abandonment of Encroachment Permit dated October 17, 2000 and recorded in the Charleston County RMC Office at Book U358 at Page 109 (the "Easement Agreement"), which grants to the Licensor a non-exclusive and perpetual easement over, one and through that certain portion of Stow Away Storage, LLC's ("Stow Away") property as described in the Easement Agreement (the "Easement"); and

WHEREAS, the Licensor desires to authorize Licensee to use the Easement for ingress and egress access from Highway 17 to Licensee's property, as described on the attached Exhibit "A" (Licensee's Property), and to grant an exclusive license to the Licensee for the same; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Licensor and Licensee hereby agree as follows:

1. License for Use of Property. Licensor hereby grants to Licensee, for so long as Licensee leases the Licensee's Property, an exclusive license for ingress and egress access from Highway 17 to Licensee's Property.
2. Limitations on Use. The foregoing license shall be subject to:
 - a. The right of Licensor to adopt and amend reasonable rules and regulations pertaining to the use of the Easement, including, without limitation, rules establishing hours and vehicle or other limitations.
 - b. The right of Licensor to temporarily rescind this license for limited periods of time for the convenience of the Licensor.
 - c. Maintenance Responsibility. Licensee shall not have any maintenance responsibility for the Easement, but shall immediately repair any damage resulting from Licensee's exercise of this license.

3. Extension. This license may NOT be extended or renewed except with the express written permission of the Licensor. Licensee acknowledges that Licensor may refuse to extend this license beyond the initial term for any or no reason. Licensee also acknowledges that the Licensor is under no obligation to extend this License and that unless an extension is agreed to in writing, this License ends upon the conveyance of Licensee's Property to a third party.

4.

Enforcement. Licensee stipulates and agrees that it shall be bound by the terms of this license, and that it has entered into this license agreement voluntarily, of its own free will, and for good and valuable consideration. Licensee further states that it has had ample opportunity to consult with legal counsel regarding this license agreement, and has substantially participated in the drafting of this license agreement, such that it shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

a. The venue and jurisdiction for any dispute arising out of this license agreement shall be the Charleston County Court of Common Pleas. All parties hereto agree to waive any right they may have to demand a trial by jury.

b. Licensee further agrees that, in the event of its breach of the license agreement, Licensor shall be entitled to a temporary injunction restraining Licensee from continued use of the license and from any operations in violation of the license terms contained herein, and that the temporary injunction shall be issued without requirement for a bond. Such temporary injunction is agreed to by the Licensee in favor of the Licensor upon the motion of the Licensor for a temporary injunction made to the Charleston County Court of Common Pleas.

c. Licensee further agrees that, in its defense of any action brought to enforce the terms of this license agreement or the Covenants, it shall not raise any defense that the terms of the license agreement or the Covenants violate public policy, constitute an unfair restraint of trade, an unfair trade practice, or any substantially similar statutory or common law defense.

Licensor [Signature] (initial here)

Licensee [Signature] (initial here)

5. Amendment. This license may be amended only in writing by an instrument signed on behalf of the Licensor and Licensee.

6. Severability. Whenever possible, each provision of this license shall be interpreted in such manner as to be effective and valid, but if the application of any non-essential provisions to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any other provision which can be given effect without the invalid provision or application and without defeating the intent hereof, and, to this end, the provisions of this agreement are declared to be severable.

7. Notices. Any notices provided for in this license shall be in writing and shall be delivered to the primary business address of each party.

8. Termination. If Licensee fails to perform any of its obligations herein contained, in whole or in part, or violates any condition or obligation of the license, Licensor shall have the right, but not the obligation, to cancel this license upon ten (10) days written notice to Licensee.

9. No transfer of ownership. The use being made of the Easement by reason of this license is strictly permissive, not adverse, and it is agreed among the parties that the same shall in no instance ripen into an interest adverse to the interests of the Licensor under the Easement Agreement, or ripen into a permanent right by or for any reason whatsoever, including without limitation the passage of time or the continued use by Licensee beyond the term of this license.

10. Assignment. This license is personal to Licensee and may not be sold, transferred, assigned or given to any third party. The sale or assignment of a majority interest in the Licensee entities shall constitute an assignment for the purposes of this provision and shall constitute a violation of this License.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first written above.

WITNESS:

Cristi I. On

CRISTI I ON

4.0 LLC

George W. Sissons
BY: George W. Sissons
Its: Member

SWEETGRASS HARDWARE, INC.

Dana Lynn Fletcher

Dana Lynn Fletcher

Frank R. Fletcher
By: Frank R. Fletcher
Its: PRESIDENT



EXHIBIT A
(Licensee's Property)

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a "Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina" prepared by James L. Owen, Jr., dated February 22, 1989 and recorded on July 15, 1991, at the Charleston County RMC Office in Plat Book CD at Page 139.

TMS No. 598-00-00-027

EXHIBIT "B"

U358PG109

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

)
) ACCESS EASEMENT
) AND
) ABANDONMENT OF
) ENCROACHMENT PERMIT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed to be effective as of the 17th day of October, 2000, by and between STOW AWAY STORAGE, LLC, a South Carolina limited liability company (hereinafter referred to as the "Grantor"), and George Sissons (hereinafter referred to as the "Grantee").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid by Grantee to Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on, and through that certain portion of Grantor's property designated and delineated as "Access Easement for Sissons Property" and more particularly described on Exhibit B attached hereto (the "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17.

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

NPCCOL1428888.1-EN-(JAS)028884-00789

III U358P6110

Abandonment of Encroachment Permit. Grantee does hereby agree to abandon and terminate any rights Grantee may have to access U.S. Highway 17 by any means other than the Access Easement. It is specifically understood and agreed by Grantee that the grant of the Access Easement shall terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the Access Easement.

It is intended that the terms, conditions, easements, and rights granted and agreed to herein shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively. It is further intended that the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable. This Agreement may be amended, modified, or terminated only by recorded written instrument duly executed and acknowledged by Grantor and Grantee, or their respective successors and/or assigns. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included herein. All provisions of this Agreement, including the benefits and burdens, run with the Grantor's property and are binding upon and inure to the heirs, assigns, successors, and personal representatives of the parties hereto, as applicable.

TO HAVE AND TO HOLD, subject to all encumbrances, easements, rights-of-way, restrictions, and agreements of record as of the date hereof, all and singular the rights, easements, and agreements before mentioned unto the Grantor and Grantee, its successors and assigns, forever.

NPCOL1420600.1-174 (J46) 025204-00000

U358P6111

AND, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Access Easement unto the said Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name this 17 day of October, in the year Two Thousand, A.D. and in the Two Hundred and Twenty-Fourth year of the Sovereignty and Independence of the United States of America,

IN THE PRESENCE OF:

GRANTOR:

STOW AWAY STORAGE, LLC

(SEAL)

By: [Signature]

Name: H.L. Fossler, III

Title: Member

[Signature]
WITNESS NO. 1

[Signature]
WITNESS NO. 2

GRANTEE:

[Signature]
George Sisson

aka George W. Sisson

[Signature]
WITNESS NO. 1

[Signature]
WITNESS NO. 2

NPCCOL1420000.1-04-1A6 025204-00000

ROA 0167

BR U358PG112

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named Stow Away Storage, LLC by E.L. Poozer, III, its Member, sign, seal, and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Michael J. Rowland
WITNESS NO. 1

SWORN TO BEFORE ME THIS
17 day of October, 2000

Tammy A. Simpson (LS)
Notary Public for South Carolina
My Commission Expires: 2-16-2009

NYCCLM200001-1-1A (1A5) 025284-00000

U358PG113

STATE OF SOUTH CAROLINA

COUNTY OF _____

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named George Sissons, sign, seal, and as his act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Cristi L. Orr
WITNESS NO. 1

SWORN TO BEFORE ME THIS
30 day of October, 2000

Angela Rogers Jenkins (LS)
Notary Public for South Carolina
My Commission Expires 12-12-2006

NPCL1-025801-EX (15) 025801-00000

ROA 0169

EXHIBIT A

(Legal Description)

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by E.M. Seabrook, Jr., Inc. dated May 17, 1989, entitled "Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina." Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Saleh Hibri, n/k/a Saleh Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Anketman and Constance S. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.08 feet, more or less.

TMS: 580-00-00-024

AND

ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.481 acres, more or less, as shown on that certain plat entitled "Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina" by James Landlord Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1985, and recorded in the RMC Office for Charleston County in Plat Book BB, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Stow Away Storage, LLC and recorded in the Office of the Register of Means Conveyances for Charleston County in Deed Book Z328 at page 662.

10-CCL1423825-1-5A (1A5) 02728-00000

U358PG115

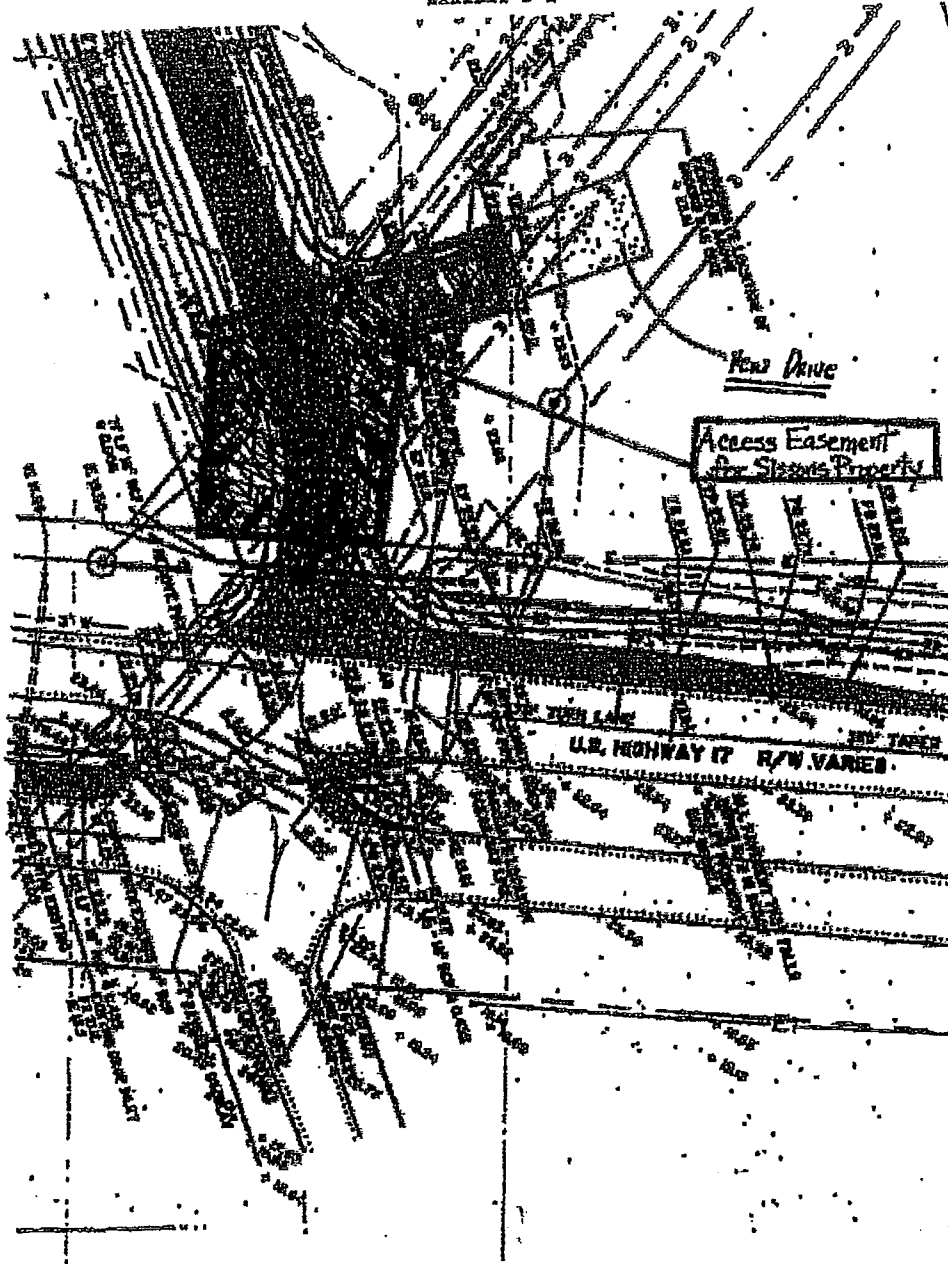
EXHIBIT E

All that certain piece, parcel, or lot of land designated and labeled as "Access Easement for
Sissons Property" and further depicted by hashmarks on the attached sketch labeled Exhibit B-1.

NP-COL1A228001-1-FA (ANS) 023284-60000

U358PG116

EXHIBIT B-1



Nelson Pruet Jacobs
Pollard

P.O. Drawer 2426
Cala, SC 29202-9732

2

(2)

U358PG117

FILED

U358-109

2000 NOV 16 PM 12:01

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

14.00

EXHIBIT "C"

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
	)	
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' REQUESTS FOR
GEORGE W. SISSON,	)	ADMISSION
4.0 LLC, THE SISSON	)	
FOUNDATION LIMITED	)	
PARTNERSHIP,	)	
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	

To: G. Hamlin O'Kelley, III, Attorney for Defendants

Pursuant to SCRPC 36, Plaintiff responds to the First Requests for Admission of Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. as follows:

1. Admit that the document attached hereto as Exhibit "A" is a true and accurate copy of an Access Easement and Abandonment of Encroachment Permit by and between Stow Aware [sic] Storage, LLC, and George Sissons a/k/a George w. Sissons.

RESPONSE: Admit.

2. Admit that the document attached hereto as Exhibit "A" was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston County.

RESPONSE: Admitted that the first page of the document "attached hereto as Exhibit 'A' was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston." The entire instrument was recorded at pages 109 through 117.

3. Admit that the Plaintiff Stow Away Storage, LLC, is named as the "Grantor" in that document attached hereto as Exhibit "A".

RESPONSE: Admit.

4. Admit that George Sissons a/k/a George W. Sissons is named as the "Grantee" in that document attached hereto as Exhibit "A".

RESPONSE: Admitted that "George W. Sissons*" is named as the Grantee in the first paragraph of the document, however, the execution page, which is recorded at page 111, is signed George W. Sisson, which is the Grantee's proper name, and the asterisk is explained by "aka George W. Sissons."

5. Admit that the Plaintiff Stow Away Storage, LLC, granted the following Grant of Access Easement as set forth in Exhibit "A":

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on and through that certain portion of Grantor's property designated and delineated as 'Access Easement for Sissons Property' and more particularly described on Exhibit B attached hereto (The "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger delivery vehicular means between Grantee's property and U.S. Highway 17.

RESPONSE: Admitted, however, the Grant contains the additional language as follows:

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

6. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement to George Sissons a/k/a George W. Sissons and his successors and assigns, forever.

RESPONSE: Admitted that that language is part of the Grant of Access Easement and that the purposes for which the easement was granted set forth in the Grant of Access Easement establish that the easement granted is an Easement Appurtenant to the property of Sisson, which is described in the complaint at paragraph 4.

7. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement so that the rights granted and agreed to therein "shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively."

RESPONSE: Admitted that that language is in the second page of the Access Easement, which is Record page 110, except that the word "run" should be "run."

8. Admit that the document attached hereto as Exhibit "A" contains no restriction on assigning the Grant of Easement as

RESPONSE: Paragraph 8 is not a complete sentence and counsel for Plaintiff is not sure of the intent of the question and therefore denies the same.

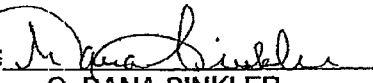
9. Admit that the document attached hereto as Exhibit "A" is assignable.

RESPONSE: Denied.

10. Admit that assignment of Grantee's rights in the document attached hereto as Exhibit "A" shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee as applicable.

RESPONSE: As worded, paragraph 10 is denied.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

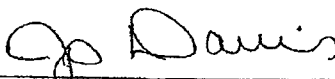
Attorney for Plaintiff

Charleston, South Carolina
June 7, 2011

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of May, 2011, I served the foregoing Plaintiff's Responses to Defendants' First Requests for Admission on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464



Jo Davis, Legal Assistant

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
STOW AWAY STORAGE, LLC,)
Plaintiff,)
vs.)
GEORGE W. SISSON,)
4.0 LLC, THE SISSON)
FOUNDATION LIMITED)
PARTNERSHIP,)
SWEETGRASS HARDWARE,)
INC. AND TIMARAND, INC.,)
Defendants.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2011-CP-10,244

MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION FOR TEMPORARY
INJUNCTION AND MOTION FOR PARTIAL
SUMMARY JUDGMENT AND PERMANENT
INJUNCTION

FILED
2013 FEB -7 PM 12:33
JULIE J. ARMSTRONG
CLERK OF COURT

Background

This case concerns an Access Easement given by the Plaintiff Stow Away to the Defendant Sisson on October 17, 2000, involving property on Hwy. 17 at its intersection with Porcher Drive in or near Mt. Pleasant.

In an effort to clarify the situation giving rise to this lawsuit, counsel is attaching to this memorandum, as Exhibit 1, a copy of the Charleston County tax map which shows the relationship of the properties owned or leased by the parties to this action.

The property owned by the Plaintiff Stow Away is identified on the tax map as parcel 024. The parcels owned by the Defendant Sisson and his LLCs are identified on the tax map as parcels 026 and 034. The property leased by the Defendant Sweetgrass from the Defendant Timarand, Inc. is identified on the tax map as parcel 027.

At the time that Stow Away granted the Access Easement to Sisson, it had developed a self-storage facility on parcel 024. Sisson had developed, on parcel 026, a

facility for assembling large scales used by cargo trucks to determine the weight of their shipment. Sisson also owned a 5.862 acre tract designated as parcel 034. Timarand was the owner of parcel 027 which it subsequently leased to Defendant Sweetgrass on January 3, 2007. Thereafter Sweetgrass renovated and enlarged a building on parcel 027 to accommodate a hardware store. (See Affidavit of E.L. "Bert" Pooser, III, Exhibit 2)

In July of 1999, Stow Away filed with the South Carolina Department of Highways and Public Transportation (later SCDOT), an Application for Encroachment Permit requesting access to its property from Hwy. 17. In the course of negotiations, SCDOT granted Stow Away's request on condition that Stow Away obtain from Sisson his agreement to abandon his existing access to Hwy. 17. Stow Away, on March 21, 2000, offered Sisson an easement across its property in exchange for the abandonment of his original access. Sisson "acknowledged and agreed" to the offer and the abandonment by signing and returning a copy of the letter on March 27, 2000. (Exhibit 1 to Complaint)

On October 17, 2000, the Access Easement and Abandonment of Encroachment Permit was signed by both Stow Away, by its member E.L. Pooser, III, and George W. Sisson a/k/a George W. Sissons. (Exhibit 2 to Complaint)

Some 6 years later, on September 27, 2006, Tim Askins, President of Timarand, Inc., owner of parcel 027, made an effort to obtain the use of Stow Away's easement, but Stow Away would not agree to it. (See Affidavit of Pooser, Exhibit 2)

Subsequently, after Sweetgrass had renovated and constructed a hardware store on parcel 027, it built a gate on its property and cleared trees to allow its use of the access which Sisson had agreed to abandon and, with Sisson's consent, allowed its

customers to use that access. Subsequently, after protest by the SCDOT to Sweetgrass (Exhibit 7 to Complaint) the SCDOT, in September of 2009, blocked the access. (See Affidavit of Pooser, Exhibit 2)

Thereafter Sweetgrass asserted the right to and, with Sisson's consent, allowed its customers to use the easement over Stow Away's property which had been given to Sisson.

Stow Away had counsel write Frank R. Fletcher, the owner of Sweetgrass, and demand that it cease use of the easement. (Exhibit 8 to Complaint) This was met by a letter from Sweetgrass' counsel to counsel for Stow Away insisting on Sweetgrass' rights to use the easement and stating that it was "a lawful assignee of Mr. Sissons (sic)." (Exhibit 9 to Complaint) When requested by Stow Away's counsel to provide a copy of such assignment (Exhibit 10 to Complaint), it developed that there was no written assignment, but three days later, counsel for Sweetgrass sent a License Agreement which, notwithstanding its terms, was asserted by both Sweetgrass and Sisson to constitute authorization for Sweetgrass and its customers to continue the use of Stow Away's easement for its customers. (Exhibit 11 to Complaint and Exhibit A to Affidavit of Pooser).

After many efforts by Stow Away to make Sweetgrass close its gate and cease the use of Stow Away's easement, this action was commenced.

Nature of the Easement

The case of Sandy Island Corporation v. Ragsdale, 143 S.E.2d 803 (S.C. 1965) is instructive in determining the nature of the Easement established by the Access Agreement between Stow Away and Sisson.

In that case, Sandy Island Corporation purchased from Williams Furniture Corporation, a portion of Sandy Island containing some 8,000 acres, by deed dated July 24, 1964. There was specifically excepted from the conveyance 4 tracts of land included within the boundaries of the original tract, one of which was a conveyance to T.S. Ragsdale, on August 15, 1961, of a tract containing 185 acres more or less. Included in the conveyance by Williams Furniture to Sandy Island Corporation was the easement and right-of-way which had been reserved in its deed to Ragsdale. The easement and right-of-way so reserved provided that Williams Furniture reserved unto itself, its successors and assigns, a permanent perpetual easement and right-of-way over a certain road, together with an easement and right-of-way over 5 acres of high land on the edge of the Pee Dee River. It provided that the easement and right-of-way was to be for purposes of ingress and egress to the Pee Dee River and thence, by barge or boat, to Sandy Island and the said 5 acres of high land was to be used for loading logs and forest products coming off of Sandy Island from the river back out to the old River Road. Ragsdale, contending that the reserved easement and right-of-way in the deed from Williams Furniture to him was an easement in gross and not assignable or transferrable to Sandy Island Corporation, blocked the access to the old River Road. Williams Furniture sued for an injunction and Ragsdale demurred.

Judge Ness, then a Circuit Judge, overruled the demurrer and Ragsdale appealed. Justice Moss, in writing the Supreme Court's unanimous opinion affirming Judge Ness' ruling, made several important holdings. First he noted that: "One of the ways of creating an easement is by an express written grant. A reservation of an easement in a deed by which lands are conveyed is equivalent, for the purpose of the

creation of the easement, to an express grant of the easement by the grantee of the lands." 17A Am.Jur., Easement, Sections 18 and 31, pages 631 and 641.

Second, he held: "An easement is either 'appurtenant' or 'in gross'. An appendant or appurtenant easement must inhere in the land, concern the premises, have one terminus on the land of the party claiming it, and be essentially necessary to the enjoyment thereof. It attaches to, and passes with, the dominant tenement as an appurtenance thereof. An easement, or right-of-way. in gross is a mere personal privilege to the owner of the land and incapable of transfer by him, and is not, therefore assignable or inheritable." (citing cases).

His third holding was: "In construing a deed it is elementary that the cardinal rule of construction is to ascertain and effectuate the intention of the parties, unless the intention contravenes some well settled rule of law or public policy. (citing cases) The intention of the parties here must be determined by a fair interpretation of the grant or reserve creating the easement."

Armed with these precepts, Justice Moss then held:

Considering all the provisions of the reservation set forth in the deed of Williams Furniture Corporation to the appellant, as to the nature of the easement created, we find that the parties thereto clearly intended that Williams Furniture Corporation, its successors and assigns, was to have a perpetual easement and right-of-way over the road commencing at the old 'River Road' and running to the Great Pee Dee River, with an easement and right-of-way over 5 acres of high land abutting on the said river. The easement and right-of-way over the aforesaid road is expressly stated to be for the purposes of ingress and egress to the said river so that its property on Sandy Island could be reached by barge or boat from said point on the river. It further appears that it was the intention of the parties that the 5 acres of high land was to be used for loading and decking logs and forest products which would be brought from Sandy Island by

barge to such point and that the said logs and forest products so brought from Sandy Island were to be transported from the said 5 acres of high land out to the old 'River Road'. It was further the intention of the parties that the said road could be used jointly by Williams Furniture Corporation, its successors and assigns, and by the appellant here, his heirs and assigns, with Williams Furniture Corporation maintaining the said road in a passable condition when being used by it for the moving of logs and forest products over the same.

In conclusion, the Court said:

It is our conclusion that the reservation made in the deed of Williams Furniture Corporation to the appellant created an easement in gross of a commercial character and the fact that the instrument creating such easement reserved the rights in question to Williams Furniture Corporation and 'its successors and assigns' indicated an intention to attach the attribute of assignability to the easement. It follows that Williams Furniture Corporation had the legal right to assign such easement to the respondent.

Law of Easements

It can be argued on the basis of Sandy Island Corporation that the easement created by the Access Agreement, as drafted, was either an easement appurtenant or an easement in gross or an easement in gross of a commercial character. However, irrespective of how it might be classified, the easement created by Stow Away and Sisson cannot be assigned or conveyed to a stranger which is the owner of property beyond the confines of the dominate estate.

The Courts of South Carolina have long held that the owner of the dominant estate 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). "Although, to the extent of the easement, the rights of the

easement owner are paramount to those of the landowner, the easement owner's rights are not absolute but are limited, so the owner of the easement and the servient tenement may have reasonable enjoyment. The owner of an easement has all rights incident or necessary to its proper enjoyment, but nothing more." (Id)

The South Carolina Appellate Courts do not appear to have had occasion to enforce the rule above where a dominant tenant has attempted to extend an easement beyond the confines of the servient estate, until the recent decision of the Court of Appeals in Rhett v. Gray, Opinion No. 5066, filed December 19, 2012. (Attached as Exhibit 3)

In that case, the Court held: "As a general rule, an easement appurtenant to one parcel of land may not be extended by the owner of the dominant estate to other parcels owned by him, whether adjoining or distinct tracts to which the easement is not pertinent." *Brown v. Voss*, 105 Wn.2d 366, 715 P.2d 514, 517 (Wash. 1986) (citing *Heritage Standard Bank & Trust Co. v. Trs. of Schs.*, 84 Ill. App. 3d 653, 405 N.W.2d 1196, 40 Ill. Dec. 104 (Ill. App. Ct. 1980); *Kanefsky v. Dratch Const. Co.*, 376 Pa. 188, 101 A.2d 923 (Pa. 1954); *S.S. Kresge Co. of Mich. v. Winkelman Realty Co.*, 260 Wis. 372, 50 N.W.2d 920 (Wis. 1952); 28 C.J.S. Easements § 92, at 772-73 (1941)).

The Court also cited, with apparent approval, the case of McCammon v. Meredith, 830 S.W. 2d 577, 580 (Tenn. Ct. App. 1991) wherein the Tennessee Court of Appeals held:

A fundamental principle is that an easement for the benefit of a particular piece of land cannot be enlarged and extended to other parcels of land, whether adjoining or distinct tracts, to which the right is not attached. In other words, an easement appurtenant to a dominate tenement can be used only

for the purposes of that tenement; it is not a personal right, and cannot be used, even by the dominant owner, for any purposes unconnected with the enjoyment of his estate. The purpose of this rule is to prevent an increase of the burden upon the servient estate, and it applies whether the easement is created by grant, reservation, prescription, or implication.

Adams v. Winnett, 25 Tenn. App. 276, 156 SW.2d 353, 357 (Tenn. Ct. App. 1941) (quotation marks omitted).

See also Restatement of the Law, Third, Property (Servitudes) § 4.11

The Court of Appeals then went on to allow the lower court's extension of the easement to one small tract, which it found did not materially increase the burden on the servient estate, but affirmed the denial of extension of the easement to another contiguous tract which was intended for development. The holding on the decision as to the small tract is the subject of a Petition for Rehearing, while the holding as to the larger tract has not been contested and remains the law of the case.

In this case, we do not even have a dominant tenant who is attempting to extend his easement to other property owned by him. We have a dominant tenant who is attempting to extend his easement to a stranger who acquired a leasehold interest in property contiguous to the easement, on January 3, 2007, more than 6 years after the easement was granted. There is simply no law to support this attempt. First, Sweetgrass was not in existence and was not a party to the Access Easement when it was granted. Second, there is no language in the easement that can be construed to authorize such an attempt. And third, the attempt was made by a License which was personal to Sweetgrass, Inc. and not assignable.

Sweetgrass has counterclaimed against Stow Away for breach of contract and tortious interference with its license from 4.0 LLC.

It is clear from a reading of the Access Easement that the parties intended to provide for an easement that would run with the title to the Grantor's and Grantee's properties and to any division of their properties which might occur, but it is equally clear that there is no intention expressed that would support the extension of the easement to the property owned by the defendant Timarand or the defendant Sweetgrass, who are not parties to the Access Easement and whose property is not part of the dominant estate. Furthermore, Sweetgrass did not even obtain its lease of Timarand's property until January 3, 2007, before its hardware store had been constructed. "Generally, one not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff." Bob Hammond Const. Co., Inc. v. Banks Const. Co., 440 S.E.2d 890, 891. The "contract" between Sweetgrass and 4.0 LLC is not enforceable and cannot support an action for tortious interference.

Additionally, the Access Easement specifically provides that: "The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment and operation of the Grantor or its property." In this case, Sisson individually and through his LLC's, has dramatically increased the burden on the servient estate of Stow Away by an enormous increase of traffic which, at times, makes it impossible for its own customers to access their storage facilities. Prior to the

usurpation of Stow Away's easement, traffic consisted only to 5-10 trucks per day.
(Affidavit of Pooser, Exhibit 2)

Damages

The actions of Sisson, in refusing to abandon his original access to Highway 17 immediately upon obtaining access from Stow Away to his own property and in paving or permitting Sweetgrass to pave and use his original access for its customers until such access was barricaded by the SCDOT, constituted an immediate breach of the terms of the Abandonment of Encroachment Permit which provided: "Grantee does hereby agree to abandon and terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the access Easement." The subsequent actions of Sisson individually and through his LLCs to verbally grant Sweetgrass and its customers access to Stow Away's easement and then, upon request of counsel for Stow Away to discontinue the use, granting a license to Sweetgrass which, despite its terms, was considered by Sisson individually and through his LLC, and Sweetgrass, as authority to continue using Stow Away's easement, constitute a breach of the Access Agreement and continuous acts of trespass necessitating Stow Away's efforts to gate the access and this legal action to enjoin Sweetgrass, and entitling Stow Away to damages against all of the Defendants and attorney's fees against Sisson and Sisson's LLC for Equitable Indemnity for costs and attorney's fees under the Supreme Court's Decision of Town of Winnsboro v. Wideman-Singleton, 414 S.E.2d 118, 121 (S.C. 1992) which expressly held:

The very nature of equitable indemnification is that a contract for indemnity is unnecessary. Recovery is allowed when as a result of the defendant's breach of contract or tortious activity the plaintiff is required to either defend itself

or bring an action against a third party. 22 Am.Jur.2d Damages, § 618 (1988). The attorney's fees and costs must be the natural and necessary consequence of the defendant's act. *Id.* See also restatement (Second) of Torts, § 914(2)

For the purposes of this case, the Court of Appeals' decision in Rhett, *supra*, conclusively establishes that the extension of the easement granted by Stow Away to Sisson, by Sisson through his LLC granting Sweetgrass a mere License to use the easement, violated the law of South Carolina and must be set aside and enjoined. As attested by the affidavit of Mr. Pooser attached, the resulting traffic generated by this action has vastly increased the burden on the servient estate, so much so, that on many occasions, the traffic has backed up out to Hwy. 17 and prevented Stow Away's customers from access to their storage units. There is absolutely no precedent for the expansion of the easement to include an owner of an interest in property who was not even in existence at the time that the easement was granted and is unrelated to the owner of the dominant estate (See License, Exhibit 11 to Complaint). And, aside from the question of the law related to extension of easements beyond the confines of the dominant estate, by the very terms of the License and the law of Licenses: "This license is personal to Licensee and may not be sold, transferred, assigned or given to any third party." (License, Exhibit 11 to Complaint)

Conclusion

Based on the foregoing, it is respectfully submitted that the Court should grant the relief requested by Plaintiff's motion and allow an additional hearing to consider the issue of damages and attorney's fees.

Respectfully submitted,

WARREN & SINKLER, LLP

By: 
G. Dana Sinkler, SC Bar #5138
Post Office Box 1254
Charleston, SC 29402
(843)577-0660
dsinkler@warren-sinkler.com

Charleston, SC

February 7, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of February, 2013, I served the foregoing Memorandum in Support of Plaintiff's Motion for Temporary Injunction and Motion for Partial Summary Judgment and Permanent Injunction, with attachments, on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

Maria E. Kiehling, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464


Jo Davis, Legal Assistant

FILED
2013 FEB -7 PM 12:34
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

EXHIBIT "1"

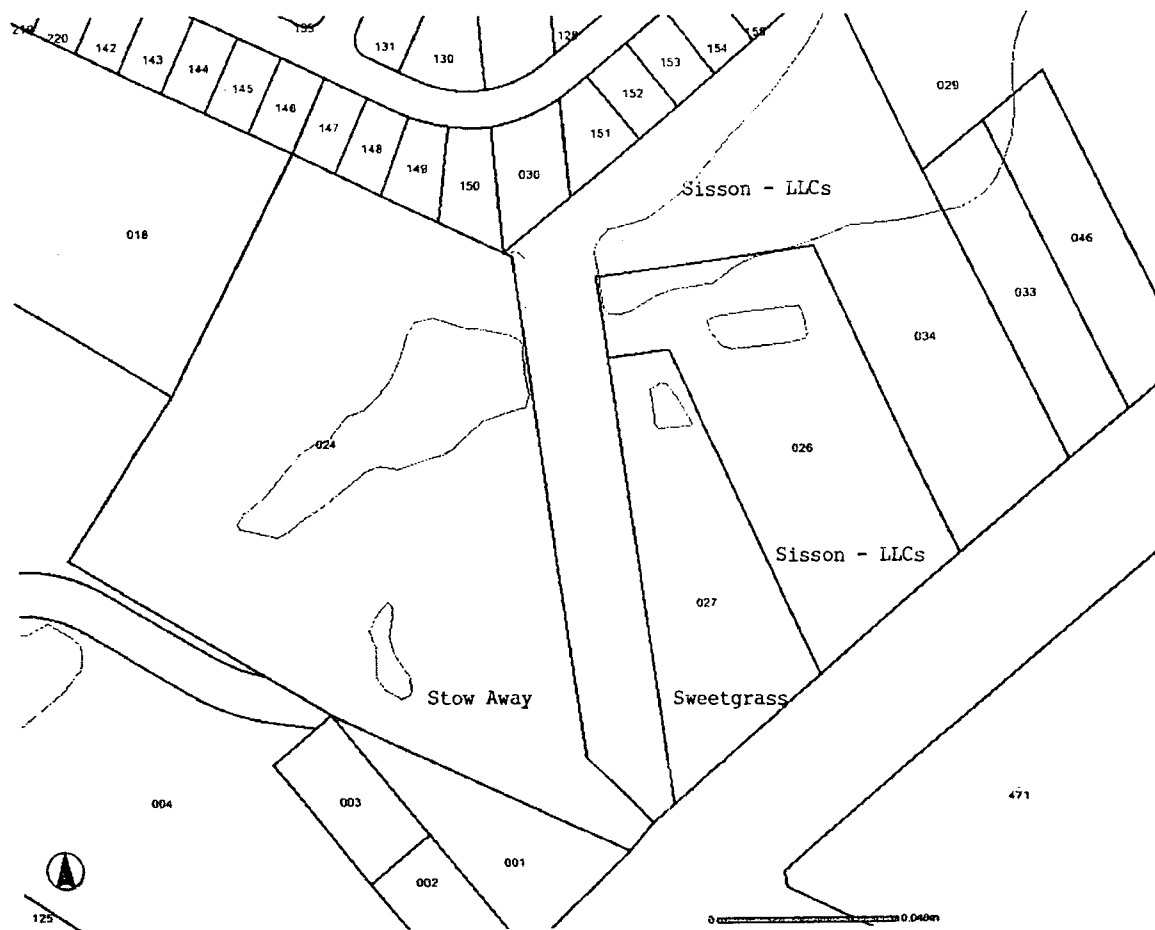


EXHIBIT "2"

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)	CIVIL ACTION NO.: 2011-CP-10-2444
STOW AWAY STORAGE, LLC,)	
Plaintiff,)	
vs.)	AFFIDAVIT OF E.L. "BERT" POOSER, III
GEORGE W. SISSON,)	
4.0 LLC, THE SISSON)	
FOUNDATION LIMITED)	
PARTNERSHIP,)	
SWEETGRASS HARDWARE,)	
INC. AND TIMARAND, INC.,)	
Defendants.)	

Personally appeared before me, E.L. "Bert" Pooser, III, and being duly sworn, deposes and says:

1. He is a member of the Plaintiff, Stow Away Storage, LLC, a member managed LLC (hereinafter "Stow Away"). The LLC has one other member, E.L. "Bert" Pooser, Jr., his father.

2. On July 13, 1999, Stow Away, by its member, the affiant, filed with the South Carolina Department of Highways and Public Transportation (hereinafter "SCDHPT") an Application for Encroachment Permit requesting access to drive to the parcel described in paragraph 2 of the complaint. (Stow Away's property is used as a rental self-storage facility. The access was from U.S. Highway 17 (hereinafter "Hwy. 17") opposite the Porcher Bluff Road intersection with Hwy. 17 and was to be 24' wide with a 30' radius on the south side and a 40' radius on the north side.

3. In the course of negotiations with SCDHPT, its name changed to the South Carolina Department of Transportation (hereinafter "SCDOT").

4. In response to Stow Away's application for an encroachment permit, SCDOT ultimately agreed to issuance of the permit requested on condition that the defendant Sisson, then the owner of the property now held by Defendants 4.0 LLC, 3018, LLC and Sisson Foundation, abandon the access previously used by him for ingress to and egress from Hwy. 17.

5. On March 21, 2000, the affiant, as a member of Stow Away, wrote a letter to Mr. Sisson offering him an easement across Stow Away's property to and from Hwy. 17 in exchange for his abandonment of his original access.

6. Included with the letter was a draft of the easement offered.

7. Sisson "Acknowledged and Agreed" to the offer and the abandonment of his original access by signing and returning a copy of the letter on March 27, 2000. (Exhibit 1 to Complaint)

8. On October 17, 2000, the ACCESS EASEMENT AND ABANDONMENT OF ENCROACHMENT PERMIT was signed by both E.L. Pooser, III, as a member of Stow Away, and George W. Sisson a/k/a George W. Sissons. The document was subsequently recorded in the RMC Office for Charleston County on November 16, 2000 in Book U358, page 109. (Exhibit 2 to Complaint)

9. Following several telephone conversations with affiant on September 27, 2006, Tim Askins, the sole shareholder of Timarand, Inc., had his wife fax a sketch to affiant, depicting a proposed extension of the Access Easement previously provided to

Sisson which would have allowed access over Stow Away's Access Easement to Timarand's property, which was subsequently leased to Sweetgrass. (See Exhibit 3 to Complaint) Affiant never agreed to the proposed extension.

10. On January 3, 2007, the Defendant Timarand and the Defendant Sweetgrass entered into a lease of the property described below, pursuant to the provisions of which Timarand leased the property to Sweetgrass for a term of 10 years with an option to extend the term for two additional 5 year periods. The property is described as follows:

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a 'Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina' prepared by James L. Owen, Jr., dated February 22, 1989, and recorded on February 22, 1989, and recorded on July 15, 1991, at the Charleston County R.M.C. Office in Plat Book CD, at Page 139

TMS#: 598-00-00-027

(See Memorandum of Lease, Exhibit 4 to Complaint)

11. The deed and plat by which Timarand acquired the property leased to Sweetgrass provided access to U.S. Highway 17 North only to the east of Sisson's property as shown on plat recorded in the RMC Office for Charleston County in Plat Book CD at page 139 and plat recorded in the RMC Office for Charleston County in Plat Book EA at page 742. (Exhibits 5 and 6 to Complaint)

12. Shortly after Sweetgrass leased the property from Timarand, it renovated and enlarged a commercial building on the property for use as a retail hardware store.

13. In the course of preparing its leased property for use as a hardware store, large trees and shrubbery blocking access to part of Sisson's property were removed and Sweetgrass constructed a gate on its west property line, thereby providing access to its property from the access to Hwy. 17 that Sisson had agreed with Stow Away to abandon.

14. Upon completion of renovations and opening of the store, customers of Sweetgrass, with the permission of Sisson, began using the old easement to Sisson's property which he had agreed to abandon under the terms of the Access Easement and Abandonment of Encroachment Permit dated October 17, 2000. Indeed, Sisson and/or Sweetgrass paved the old easement on April 19, 2009 to facilitate its use, notwithstanding Sisson's contractual agreement to abandon it.

15. Despite the SCDOT's objection, Sweetgrass and its customers continued to use the access Sisson had agreed to abandon to reach the hardware store. (See Letter from Richard L. Turner, P.E., Resident Maintenance Engineer dated July 21, 2008 attached as Exhibit 7 to Complaint)

16. By letter dated August 20, 2008, counsel for Stow Away wrote Sweetgrass' President demanding that he notify his customers to cease using the access Sisson had agreed to abandon to reach Sweetgrass' store. (See letter attached as Exhibit 8 to Complaint)

17. This demand was met by a written response from Sweetgrass' attorney, dated November 10, 2008, advising that: "Sweetgrass Hardware, Inc. is a lawful

assignee of Mr. Sissons [sic], and therefore entitled to the full benefit of the Easement.”
(See letter attached as Exhibit 9 to Complaint)

18. It developed that, in point of fact, Sweetgrass did not hold any written lawful assignment, but counsel for Sweetgrass then proceeded to obtain a License Agreement from 4.0 LLC to Sweetgrass dated November 13, 2008 (3 days after counsel had advised that Sweetgrass was already a “lawful assignee of Mr. Sissons [sic].”) (See License Agreement attached as Exhibit 11 to Complaint)

19. Counsel for Stow Away then sent an email to Sweetgrass’ attorney asking him to email him a copy of the document by which Sweetgrass Hardware, Inc. had become “a lawful assignee of Mr. Sissons [sic], and therefore entitled to the full benefit of the Easement.” (Exhibit 10 to Complaint)

20. Finally, around September of 2009, the SCDOT blocked the access which Sisson had agreed to abandon and prevented Sweetgrass’ customers from using that access.

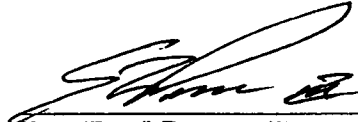
21. Thereupon, Sweetgrass and its customers began using the access constructed by Stow Away on its property and the easement granted to Sisson to access Sweetgrass’ hardware store.

22. In an effort to stop Sweetgrass’ customers from utilizing the easement, Stow Away constructed a gate at the point of access and attempted to deter customers of Sweetgrass, but met with threats from SCDOT that the traffic congestion was creating a dangerous situation.

23. Nonetheless, both Sisson, individually and as sole member of 4.0 LLC, and 3018 LLC, and as sole partner of The Sisson Foundation Limited Partnership, and Sweetgrass have persisted in asserting that the License Agreement allows Sweetgrass to assign to its customers the use of Stow Away's Easement and have refused to relent in their insistence that Sweetgrass' customers have the right to use Stow Away's Easement and have threatened that "any further attempt by Stow Away Storage, LLC to interfere with this right will result in action for injunctive relief, and damages for any lost business." (See letter from Sweetgrass' counsel, Exhibit 12 to Complaint, and letter from George Sisson, Exhibit 13 to Complaint, and Letters from E.L. "Bert" Pooser, Jr. to Sisson dated April 24, 2009 and May 6, 2009, and Letter from Sisson to Mr. Pooser date May 1, 2009 attached as Exhibit A) This lawsuit was filed on April 4, 2011.

24. After the Sweetgrass Hardware store opened, the burden on Stow Away's servient estate increased by 200% to 300%. Sisson, individually and through his LLCs and partnership, was operating a scale company, assembling truck scales, and the most traffic that business contributed to Stow Away's storage facility was 5 to 10 vehicles per day. Sweetgrass, on the other hand, generated 200 to 300 vehicles each day and frequently backed up traffic all the way out to Hwy. 17, preventing Stow Away's customers from access to their storage units.

Further affiant sayeth not.


E.L. "Bert" Pooser, III

Sworn to before me this 5th day
of February, 2013.


Notary Public for South Carolina
My Commission Expires:
2-2-2019

EXHIBIT "A"



IMIC HOTELS

"Proving Southern Hospitality Still Exists"

PROPERTIES

April 24, 2009

FLORIDA

Amelia Island/Fernandina Beach
• Hampton Inn

GEORGIA

Jekyll Island
• Quality Inn & Suites

NORTH CAROLINA

Morganton
• Hampton Inn

SOUTH CAROLINA

Columbia
• Inn at USC

Columbia/Lexington
• Wingate by Wyndham

Charleston/N. Charleston
• Wingate by Wyndham

Georgetown
• Hampton Inn
• Quality Inn & Suites

Pawleys Island/Litchfield
• Hampton Inn

Myrtle Beach
• Comfort Suites
• Suburban Extended Stay Hotel

TENNESSEE

Kingsport
• Hampton Inn

Bristol
• Hampton Inn

Johnson City
• Comfort Suites

Mr. George W. Sisson
Sisson Scale
3018 N. Highway 17
Mount Pleasant, SC 29466-9315

Dear George:

I write to you as businessman to businessman. Many meetings and discussions with various people have taken place regarding the issue about whether or not you can provide Sweetgrass Hardware, Inc. and its customers ingress and egress to the store over the easement I provided you in October of 2000. My lawyer has assured me with all the confidence in the world that this matter can be corrected in my favor through litigation. He believes that to be true through several different strong legal arguments.

As I have told you before, I do not want to sue you or anyone else if that can be avoided. Whether or not you can assign rights granted by our easement with you to anyone other than a purchaser of your property is a key issue. Our attorney is very sure that you cannot.

It seems, however, that we are now at an impasse, but with your cooperation, we would have a much better chance to resolve this dispute without a lawsuit. Please consider this request as quickly as possible. Otherwise, the lawsuit will be filed.

Sincerely,

IMIC HOTELS

E. L. "Bert" Pooser, Jr.
President & C.E.O.

ELP:ts

INTERSTATE MANAGEMENT AND INVESTMENT CORPORATION

"Proving Southern Hospitality Still Exists"

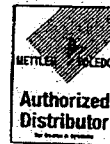
One Surrey Court • P.O. Box 21427 • Columbia, SC 29221-1427 • (803) 772-2629 • (803) 750-8478 Fax • www.imichotels.com

ROA 0204



Sisson SCALE
AND EQUIPMENT COMPANY, INC.

INDUSTRIAL and RETAIL
WEIGHING SYSTEMS



May 1, 2009

E. L. Pooser, Jr.
IMIC Hotels
P.O. Box 21427
Columbia, SC 29221-1427

Dear Bert:

In am in receipt of your letter dated April 24, 2009. Now I am confused. I thought your dad and I were in agreement with the entrance to the property.

Please have your dad call me so we can discuss it again.

Thank you.

George W. Sisson
Scale and Equipment Co. Inc.

3018 Highway 17 North
Mt. Pleasant, SC 29466

PH: 843-884-2896
FX: 843-881-1583

123 Prosperity Drive
Savannah, GA 31408

PH: 912-966-2114
FX: 912-966-2380



ROA 0205



IMIC HOTELS

"Proving Southern Hospitality Still Exists"

PROPERTIES

FLORIDA

Amelia Island/Fernandina Beach
• Hampton Inn

GEORGIA

Jekyll Island
• Quality Inn & Suites

NORTH CAROLINA

Morganton
• Hampton Inn

SOUTH CAROLINA

Columbia
• Inn at USC

Georgetown
• Hampton Inn
• Quality Inn & Suites

Pawleys Island/Litchfield
• Hampton Inn

Myrtle Beach
• Comfort Suites
• Suburban Extended Stay Hotel

Spartanburg
• Campus Place Extended Stay

Lexington/Columbia
• Wingate by Wyndham

Charleston/N. Charleston
• Wingate by Wyndham

TENNESSEE

Kingsport
• Hampton Inn

Bristol
• Hampton Inn

Johnson City
• Comfort Suites

Nashville
• Wingate by Wyndham Airport

May 6, 2009

Sent USPS Certified Return Receipt
Receipt #70081830000065189635

Mr. George W. Sisson
Sisson Scale
3018 N. Highway 17
Mount Pleasant, SC 29466-9315

Dear George:

I had second thoughts after calling you today and decided the smart thing to do is put this in writing because of the confusion on your part regarding our last meeting in Mount Pleasant on March 19, 2009.

I wrote the letter to you on April 24, not Bert III, and you should remember that under no circumstances did I agree for Royall Hardware to continue using the driveway as they were at that time. We hired what I consider to be one of the most reputable law firms in Charleston and, after spending over \$11,000 in legal fees, they advised me you have absolutely no authority to transfer an easement granted to Sisson Scale to a third party for their use of our driveway. Bert III and I both got the interpretation from our meeting that we needed to provide you with legal documentation to substantiate closing the driveway. We have legal documentation that will stand up in court. Therefore, I trust you will instruct Royall Hardware Store that you cannot allow them access to this easement that you and I share, and you are thereby notifying them to cease use of this easement for their use.

Sincerely,

IMIC HOTELS

E. L. "Bert" Pooser, Jr.
President & C.E.O.

ELP:ts

INTERSTATE MANAGEMENT AND INVESTMENT CORPORATION

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ROA 0206

EXHIBIT "3"

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Source: **Legal > / . . . / > SC State Cases, Combined** Terms: **name(rhett and gray)** (Suggest Terms for My Search)

2012 S.C. App. LEXIS 375, *

William M. **Rhett** and Nancy R. **Rhett**, Appellants/Respondents, v. Jonathan H. **Gray**,
Respondent/Appellant.

Opinion No. 5066

COURT OF APPEALS OF SOUTH CAROLINA

2012 S.C. App. LEXIS 375

April 26, 2012, Heard
December 19, 2012, Filed**NOTICE:**THIS DECISION IS NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION AND, IF
FILED, DETERMINED.**PRIOR HISTORY: [*1]**

Appeal From Beaufort County. Marvin H. Dukes, III, Master-in-Equity.

DISPOSITION: AFFIRMED IN PART AND REVERSED IN PART.**CASE SUMMARY****OVERVIEW:** A master in equity erred in determining landowners had abandoned a thirty-foot easement across a neighbor's property because when the parties swapped property, they no longer owned the part of the easement on their own property but each was entitled to the easement across the other's new property, and the landowners still needed the easement on the neighbor's new property to access their property.**OUTCOME:** Judgment reversed.**CORE TERMS:** easement, acre, appurtenant, tract, abandoned, attorney's fees, parcel, deed, plat, gate, injunction, enjoyment, quotation marks omitted, abandonment, servient, misuse, heir, appurtenant easement, breach of contract, conveyed, remainder, injunctive relief, adjoining, defending, indemnity, surveyor, dirt, attorney fees, tract of land, right of way

ROA 0208

LEXISNEXIS® HEADNOTES **Hide**Civil Procedure > Equity > General Overview Civil Procedure > Trials > Bench Trials Civil Procedure > Appeals > Standards of Review > General Overview Evidence > Procedural Considerations > Burdens of Proof > General Overview Real Property Law > Limited Use Rights > Easements > Creation > General Overview 

HN1  The determination of the existence of an easement is a question of fact in a law action and subject to an any evidence standard of review when tried by a judge without a jury. In a law case tried by the judge without a jury, an appellate court reviews for errors of law and reviews factual findings only for evidence which reasonably supports the court's findings. However, the determination of the scope of the easement is a question in equity. On appeal in an action in equity, the appellate court may find facts in accordance with its views of the preponderance of the evidence. Thus, an appellate court may reverse a factual finding by the trial court in such cases when the appellant satisfies the appellate court the finding is against the greater weight of the evidence. This broad scope of review does not require the appellate court to disregard the findings of the trial court, which saw and heard the witnesses and was in a better position to evaluate their credibility. Furthermore, the appellant is not relieved of the burden of convincing the appellate court the trial court committed error in its findings. More Like This Headnote

Real Property Law > Limited Use Rights > Easements > Creation > General Overview 

HN2  An easement is a right to use the land of another for a specific purpose. This right of way may arise by grant, from necessity, by prescription, or by implication by prior use. A grant of an easement is to be construed in accordance with the rules applied to deeds and other written instruments. More Like This Headnote

Real Property Law > Limited Use Rights > Easements > Creation > Express Easements 

HN3  A reservation of an easement in a deed by which lands are conveyed is equivalent, for the purpose of the creation of the easement, to an express grant of the easement by the grantee of the lands. More Like This Headnote

Real Property Law > Limited Use Rights > Easements > Termination of Easements 

HN4  Termination of an easement by abandonment is a factual question in an action at law. More Like This Headnote

Real Property Law > Limited Use Rights > Easements > Termination of Easements 

HN5  An easement may be lost by abandonment and in determining such question the intention of the owner to abandon is the primary inquiry. The intention to abandon need not appear by express declaration, but may be inferred from all of the facts and circumstances of the case. It may be inferred from the acts and conduct of the owner and the nature and situation of the property, where there appears some clear and unmistakable affirmative act or series of acts clearly indicating, either a present intent to relinquish the easement, or purpose inconsistent with its further existence. More Like This Headnote

ROA 0209

Evidence > Procedural Considerations > Burdens of Proof > Clear & Convincing Proof 

Real Property Law > Limited Use Rights > Easements > Termination of Easements 

HN6  The burden of proof is upon the party asserting abandonment of an easement to show the abandonment by clear and unequivocal evidence. Mere nonuse of an easement created by deed will not amount to an abandonment. More Like This Headnote

Real Property Law > Deeds > Construction & Interpretation 

HN7  In construing a deed, the intention of the grantor must be ascertained and effectuated, unless that intention contravenes some well settled rule of law or public policy. 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. The intention of the grantor must be found within the four corners of the deed. More Like This Headnote

Real Property Law > Limited Use Rights > Easements > Appurtenant Easements 

Real Property Law > Limited Use Rights > Easements > Easements in Gross 

HN8  Determining whether an easement is in gross or appurtenant is a question in equity because it involves the extent of a grant of an easement. More Like This Headnote

Real Property Law > Limited Use Rights > Easements > Creation > Express Easements 

Real Property Law > Limited Use Rights > Easements > Easements in Gross 

HN9  The general rule is that the character of an express easement is determined by the nature of the right and the intention of the parties creating it. Easements 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. More Like This Headnote

Real Property Law > Limited Use Rights > Easements > Appurtenant Easements 

Real Property Law > Limited Use Rights > Easements > Creation > Express Easements 

Real Property Law > Limited Use Rights > Easements > Easements in Gross 

HN10  The character of an express easement is determined by the nature of the right and the intention of the parties creating it. An easement in gross is a mere personal privilege to use the land of another; the privilege is incapable of transfer. In contrast, an appurtenant easement inheres in the land, concerns the premises, has one terminus on the land of the party claiming it, and is essentially necessary to the enjoyment thereof. It also passes with the dominant estate upon conveyance. Unless an easement has all the elements necessary to be an appurtenant easement, it will be characterized as a mere easement in gross. Where language in a plat reflecting an easement is capable of more than one construction, that construction which least restricts the property will be adopted. More Like This Headnote

Real Property Law > Limited Use Rights > Easements > Appurtenant Easements 

ROA 0210

HN11  A right of way appurtenant cannot be granted, unless it is essentially necessary to the enjoyment of the land to which it appertains. [More Like This Headnote](#)

[Real Property Law > Limited Use Rights > Easements > General Overview](#) 

HN12  The owner of an easement cannot materially increase the burden of the servient estate or impose thereon a new and additional burden. Although to the extent of the easement, the rights of the easement owner are paramount to those of the landowner, the easement owner's rights are not absolute but are limited, so the owners of the easement and the servient tenement may have reasonable enjoyment. The owner of an easement has all rights incident or necessary to its proper enjoyment, but nothing more. [More Like This Headnote](#)

[Real Property Law > Limited Use Rights > Easements > Appurtenant Easements](#) 

HN13  As a general rule, an easement appurtenant to one parcel of land may not be extended by the owner of the dominant estate to other parcels owned by him, whether adjoining or distinct tracts, to which the easement is not appurtenant. [More Like This Headnote](#)

[Real Property Law > Limited Use Rights > Easements > Appurtenant Easements](#) 

HN14  If an easement is appurtenant to a particular parcel of land, any extension thereof to other parcels is a misuse of the easement. [More Like This Headnote](#)

[Civil Procedure > Remedies > Injunctions > General Overview](#) 

[Real Property Law > Limited Use Rights > Easements > General Overview](#) 

HN15  In the context of an easement, certain fundamental principles applicable to a request for an injunction must be considered: (1) The proceeding is equitable and addressed to the sound discretion of the trial court; (2) The trial court is vested with a broad discretionary power to shape and fashion injunctive relief to fit the particular facts, circumstances, and equities of the case before it. Appellate courts give great weight to the trial court's exercise of that discretion; and (3) One of the essential criteria for injunctive relief is actual and substantial injury sustained by the person seeking the injunction. [More Like This Headnote](#)

[Real Property Law > Limited Use Rights > Easements > Appurtenant Easements](#) 

[Real Property Law > Limited Use Rights > Easements > Creation > General Overview](#) 

HN16  Enlarging an easement to include adjoining tracts increases the burden. A fundamental principle is that an easement for the benefit of a particular piece of land cannot be enlarged and extended to other parcels of land, whether adjoining or distinct tracts, to which the right is not attached. In other words, an easement appurtenant to a dominant tenement can be used only for the purposes of that tenement; it is not a personal right, and cannot be used, even by the dominant owner, for any purpose unconnected with the enjoyment of his estate. The purpose of this rule is to prevent an increase of the burden upon the servient estate, and it applies whether the easement is created by grant, reservation, prescription, or implication. [More Like This Headnote](#)

[Civil Procedure > Remedies > Injunctions > General Overview](#) 

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Real Property Law > Limited Use Rights > Easements > Appurtenant Easements 

Real Property Law > Limited Use Rights > Easements > Creation > Easement by Prescription 

HN17  The reason for the rule preventing an easement for the benefit of a particular piece of land from being extended to other tracts of land is to prevent an increase of the burden upon the servient estate. However, when the reason does not exist, the rule does not apply. Thus, when the burden on the easement has materially decreased or not increased, the easement holder may use the easement to access an adjoining property. When the additional burden is relatively trifling, the user will not be enjoined; and that, where the owner of a right of way appurtenant to a certain tract uses it for the period of prescription as appurtenant also to another tract, he gains a prescriptive right to such enlarged use. [More Like This Headnote](#)

Civil Procedure > Remedies > Injunctions > General Overview 

Real Property Law > Limited Use Rights > Easements > General Overview 

HN18  In South Carolina, an owner of an easement cannot materially increase the burden of the servient estate or impose thereon a new and additional burden. However, other states have determined that expanding the use of an easement to property that is not appurtenant is not worthy of an injunction in situations in which the expanded use does not increase the burden. South Carolina has not expressed such a principle, but in those cases the decisions were trusted to the trial court's judgment to weigh the particular facts. [More Like This Headnote](#)

Civil Procedure > Remedies > Costs & Attorney Fees > Attorney Expenses & Fees > General Overview 

HN19  Generally, attorney's fees are not recoverable unless authorized by contract or statute. [More Like This Headnote](#)

Civil Procedure > Remedies > Costs & Attorney Fees > Attorney Expenses & Fees > General Overview 

Contracts Law > Breach > General Overview 

Torts > Damages > Costs & Attorney Fees > General Overview 

Torts > Procedure > Multiple Defendants > Indemnity > General Overview 

HN20  Where the wrongful act of a defendant has involved the plaintiff in litigation with others or placed him in such relation with others as makes it necessary to incur expense to protect his interest, such costs and expenses, including attorneys' fees, should be treated as the legal consequences of the original wrongful act and may be recovered as damages. In order to recover attorneys' fees under this principle, the plaintiff must show: (1) that the plaintiff had become involved in a legal dispute either because of a breach of contract by the defendant or because of defendant's tortious conduct; (2) that the dispute was with a third party-not with the defendant; and (3) that the plaintiff incurred attorneys' fees connected with that dispute. If the attorneys' fees were incurred as a result of a breach of contract between plaintiff and defendant, the defendant will be deemed to have contemplated that his breach might cause plaintiff to seek legal services in his dispute with the third party. [More Like This Headnote](#)

Civil Procedure > Remedies > Costs & Attorney Fees > Attorney Expenses & Fees > Reasonable Fees 

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Contracts Law > Contract Conditions & Provisions > Indemnity 

Torts > Damages > Costs & Attorney Fees > General Overview 

Torts > Procedure > Multiple Defendants > Indemnity > General Overview 

HN21  In actions of indemnity, brought where the duty to indemnify is either implied by law or arises under a contract, reasonable attorney fees incurred in resisting the claim indemnified against may be recovered as part of the damages and expenses. [More Like This Headnote](#)

Civil Procedure > Remedies > Costs & Attorney Fees > Attorney Expenses & Fees > Reasonable Fees 

Contracts Law > Contract Conditions & Provisions > Indemnity 

Torts > Damages > Costs & Attorney Fees > General Overview 

Torts > Procedure > Multiple Defendants > Indemnity > General Overview 

HN22  In actions of indemnity, brought where the duty to indemnify is either implied by law or arises under contract, and no personal fault of the indemnitee has joined in causing the injury, reasonable attorneys' fees incurred in resisting the claim indemnified against may be recovered as part of the damages and expenses. [More Like This Headnote](#)

Torts > Procedure > Multiple Defendants > Indemnity > General Overview 

HN23  In order to sustain a claim for equitable indemnity, the existence of some special relationship between the parties must be established. A sufficient relationship exists for indemnification when the at-fault party's negligence or breach of contract is directed at the non-faulting party and the non-faulting party incurs attorney fees and costs in defending itself against the other's conduct. [More Like This Headnote](#)

Real Property Law > Limited Use Rights > Easements > General Overview 

HN24  In the strictest sense in South Carolina, a landowner's use of an otherwise valid easement not technically appurtenant to the land he or she attempts to use it for constitutes misuse. However, other states have affirmed a trial court's findings it was not a misuse when the burden is not substantially increased. [More Like This Headnote](#)

COUNSEL: Charles E. Carpenter, Jr., and Carmen V. Ganjehsani, both of Columbia; H. Fred Kuhn, Jr., of Beaufort, for Appellants/Respondents.

Harold A. Boney, Jr., of Beaufort; James B. Richardson, Jr., of Columbia, for Respondent/Appellant.

JUDGES: KONDUROS, J. GEATHERS, J., concurs. PIEPER , J., concurring in part and dissenting in part.

OPINION BY: KONDUROS

OPINION

ROA 0213

KONDUROS, J.: This is an appeal arising out of claims by William M. and Nancy R. Rhett (collectively the Rhetts) to two easements on Jonathan H. Gray's property. The Rhetts appeal the master-in-equity's finding that one of the easements was abandoned. They also appeal the master's not allowing them to use the other easement to access all of their property. They further appeal the master's denial of their request for attorney's fees. Gray appeals the master's finding the Rhetts could use the other easement to access part of their property to which it is not appurtenant. We affirm in part and reverse in part.

FACTS/PROCEDURAL HISTORY

In March 1981, the Rhetts purchased one acre of land located in Beaufort County from the heirs of Tarquin Smalls. The deed contained [*2] no reference to any easement. This property was bounded on the west and south by twenty acres¹ William's mother owned and on the north and east by property owned by heirs of Tarquin. The Rhetts built their principal residence on the property and accessed the property through William's mother's property, via Conch Point Lane, a private driveway extending from Trotters Loop. In December 1981, the Rhetts bought a second acre from Tarquin's heirs, which surrounded their previously purchased acre. This conveyance also did not involve any easements.

FOOTNOTES

¹ At the time, this tract was believed to be eighteen acres but was later determined to be twenty acres.

In 1982, Veronica Washington Smalls, an heir of Tarquin, received a tract from the Tarquin Smalls property containing 5.97 acres, which was adjacent to the Rhetts' property. The property deeded to Veronica did not contain an express easement but the plat referred to in the deed contained a fifty-foot access easement along the property owned by another of Tarquin's heirs, which had a terminus on Veronica's property. Veronica divided her tract into two parts; she conveyed a 1.25-acre piece to Yancey O'Kelley and the remaining 4.12 acres² to the [*3] Rhetts, which was adjacent to their current property. The fifty-foot easement abutted the 1.25-acre tract but not the 4.12-acre tract. The Rhetts accessed their 4.12 acres the same way they accessed their other two acres. In 1984, the Rhetts purchased the 1.25-acre tract from O'Kelley. The deed conveyed "all of the right, title and interest in the easement for ingress and egress as shown on said plat."

FOOTNOTES

² This adds up to 5.37, not 5.97, but no one disputes that the property was split into only these two pieces.

Thelma Owens Smalls obtained one-acre tract of land from Nathan Smalls, an heir of Tarquin, in 1986. In 1987, Nathan conveyed an express easement that was thirty feet wide, extending from Trotters Loop across his land to Thelma's land. The Rhetts purchased the one-acre tract of land from Thelma. The deed conveyed "all of the rights in the existing fifty (50') foot and thirty (30') foot easement extending from the county road as shown on the above referenced plat." The Rhetts then sold 0.85 acres of that property to Gene Meador, retaining the 0.15-acre portion south of the slough³ for themselves that included the easement.

FOOTNOTES

³ A slough is "[a]n arm of a river, separate from the main [*4] channel" or "[a] bog; a

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place filled with deep mud." Black's Law Dictionary 1515 (9th ed. 2009).

In 1988, Nathan sold a 4.95-acre tract, which was encumbered by both easements, to R. Milledge Morris, IV. Morris sold an abandoned house on his property to the Rhetts, which they moved to the 4.12 acres they had purchased from Veronica. The Rhetts restored the house and refer to it as the cottage.⁴ In 1992, Gray bought the 4.95-acre tract⁵ and an additional 0.95 acre tract from Morris. The plat showed both easements encumbering Gray's property. William and Gray decided to purchase the 0.85-acre tract William had previously sold to Meador. William swapped his half interest in the property with Gray in exchange for the part of Gray's property southeast of the ditch and south of the slough. The Rhetts' surveyor, David S. Youmans, prepared a plat showing the swap. The plat shows the thirty-foot easement on the portion to be owned by Gray and states "EASEMENT TO BE ABANDONED" on the portion of the property the Rhetts acquired. William testified the portion of the easement on Gray's property was abandoned because Gray did not need the easement because his property was next to the road.

FOOTNOTES

⁴ Currently, [*5] the Rhetts' adult son lives in the cottage.

⁵ The deed listed the property as 5.06 acres, determined from a survey.

In 1994, Gray placed on his property a mobile home, where he and his family lived. In 1997, Gray moved into a home built on his property. Around 1997 or 1998, Gray put a wire pasture fence on part of his property in which to keep his farm animals. Also in 1997, Gray separated a portion of his property for his parents and they built a house there in 1998. Gray's mother continued to reside there after Gray's father passed away in 1999.

In 2000 Gray put a farm gate at Trotter's Loop, at the easement area, and secured it with a lock. In 2005, Gray replaced the farm gate with a wrought iron gate, which he also kept locked. In March 2007, Gray placed a load of fill dirt in the easement area as well as some hay bales. In May 2007, the Rhetts bought William's mother's eighteen-acre tract. The Rhetts considered developing the property at that time but later decided to sell it instead. In December 2007, the Rhetts' attorney sent Gray a letter requesting that he remove the gate and dirt piles.

On March 31, 2008, the Rhetts filed a complaint against Gray, alleging Gray had "unreasonably [*6] interfered with [their] full and free use and enjoyment of [the thirty-foot and fifty-foot easements] by placement of obstructions upon the easement, including but not limited to a gate, and a mound of dirt." The Rhetts sought an injunction against Gray, "barring and prohibiting [Gray] from closing, obstructing, or interfering in whole or in part with [the Rhetts'] full and free use of the entire easement, and ordering and compelling [Gray] to forthwith remove all obstructions and barriers placed by [Gray] with the confines of the easements." The Rhetts further sought damages, actual and punitive, as well as attorney's fees incurred by them in connection with the enforcement of their easement rights.

On June 10, 2008, Gray filed an answer denying the allegations of the Rhetts' complaint and asserting affirmative defenses. On June 19, 2008, the Rhetts filed a motion for a temporary injunction. On July 10, 2008, Gray filed an amended answer and counterclaim, denying the allegations of the complaint and seeking a declaratory judgment that the easements were abandoned in the 1992 land swap. Gray further contended that even if the easements were not abandoned, his gating of the easements [*7] was not an unreasonable interference with the Rhetts' rights. Gray also alleged the Rhetts' claims for damages were barred by the statute of limitations. Gray asserted estoppel and laches as defenses. Additionally, Gray contended the Rhetts intended to use the easements as a subdivision road for the development of their

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property, including acreage to which the easements were not appurtenant. Gray sought a declaratory judgment that the Rhetts' intended use of development would constitute an unintended, unreasonable, and unlawful burden on his property. Gray further sought an injunction prohibiting the Rhetts from using the easements for access to any of their land other than the pieces to which it was originally appurtenant and from constructing a subdivision road over Gray's property.

The case was referred to a master by consent order. Following the trial, the master issued an order finding (1) the thirty-foot easement was appurtenant to the one-acre Thelma parcel and was abandoned; (2) the fifty-foot easement was an implied easement appurtenant to the 1.25-acre O'Kelley parcel and was not abandoned; (3) the Rhetts may only use the fifty-foot easement to access the 5.97-acre parcel, [*8] which included the 1.25 acres that was appurtenant, and are enjoined from using it to access the remainder of their property; (4) Gray's gate at the entrance to the fifty-foot easement is necessary for Gray's preservation and use of his property and is located, maintained, and constructed to not interfere with the Rhetts' right to use the easement; (5) Gray may keep the gate locked as long as he provides the Rhetts a key or other means to open the gate when they desire; and (6) Gray shall remove the dirt pile, the hay bales, and board fence enclosing his horse paddock. The master denied the Rhetts' claim for attorney's fees. Both Gray and the Rhetts moved the master to reconsider. The trial court denied both motions. This appeal followed.

STANDARD OF REVIEW

HN1 "The determination of the existence of an easement is a question of fact in a law action and subject to an any evidence standard of review when tried by a judge without a jury." Hardy v. Aiken, 369 S.C. 160, 165, 631 S.E.2d 539, 541 (2006) (citation and quotation marks omitted). "In a law case tried by the judge without a jury, this court reviews for errors of law and reviews factual findings only for evidence which reasonably supports [*9] the court's findings." Eldridge v. City of Greenwood, 331 S.C. 398, 416, 503 S.E.2d 191, 200 (Ct. App. 1998).

"However, the determination of the scope of the easement is a question in equity." Hardy, 369 S.C. at 165, 631 S.E.2d at 541. On appeal in an action in equity, the appellate court may find facts in accordance with its views of the preponderance of the evidence. Grosshuesch v. Cramer, 367 S.C. 1, 4, 623 S.E.2d 833, 834 (2005). Thus, this court may reverse a factual finding by the trial court in such cases when the appellant satisfies us the finding is against the greater weight of the evidence. Campbell v. Carr, 361 S.C. 258, 263, 603 S.E.2d 625, 627 (Ct. App. 2004). This broad scope of review does not require the appellate court to disregard the findings of the trial court, which saw and heard the witnesses and was in a better position to evaluate their credibility. Ingram v. Kasey's Assocs., 340 S.C. 98, 105, 531 S.E.2d 287, 291 (2000). Furthermore, the appellant is not relieved of the burden of convincing this court the trial court committed error in its findings. Pinckney v. Warren, 344 S.C. 382, 387-88, 544 S.E.2d 620, 623 (2001).

LAW/ANALYSIS

I. The Rhetts' Appeal

A. Abandoned [*10] Easement

The Rhetts contend the master erred in finding the thirty-foot easement was abandoned because (1) when they obtained ownership to the land through which the easement ran, their ownership rights became fee simple absolute; (2) the plat prepared by the their surveyor unambiguously shows they only intended to abandon the easement because it ceased to exist because of merger on the Rhetts' property but it was not abandoned as to Gray's property; and (3) the plat is ambiguous as to whether the surveyor's language meant only a portion or all of the easement was meant to be abandoned and parol evidence should have been admitted to

determine the intent. We agree the master erred in finding the easement abandoned.

HN2 An easement is a right to use the land of another for a specific purpose. *Steele v. Williams*, 204 S.C. 124, 132, 28 S.E.2d 644, 647 (1944). This right of way may arise by grant,⁶ from necessity, by prescription, or by implication by prior use. *Boyd v. Bellsouth Tel. Tel. Co.*, 369 S.C. 410, 416, 633 S.E.2d 136, 139 (2006); *Steele*, 204 S.C. at 132, 28 S.E.2d at 647-48. "A grant [*11] of an easement is to be construed in accordance with the rules applied to deeds and other written instruments." *Binkley v. Rabon Creek Watershed Conservation Dist. of Fountain Inn*, 348 S.C. 58, 71, 558 S.E.2d 902, 909 (Ct. App. 2001) (quotation marks omitted).

FOOTNOTES

⁶ **HN3** "A reservation of an easement in a deed by which lands are conveyed is equivalent, for the purpose of the creation of the easement, to an express grant of the easement by the grantee of the lands." *Sandy Island Corp. v. Ragsdale*, 246 S.C. 414, 419, 143 S.E.2d 803, 806 (1965).

HN4 "[T]ermination of an easement by abandonment is a factual question in an action at law . . ." *Eldridge v. City of Greenwood*, 331 S.C. 398, 416, 503 S.E.2d 191, 200 (Ct. App. 1998).

HN5 "[A]n easement may be lost by abandonment and in determining such question the intention of the owner to abandon is the primary inquiry. The intention to abandon need not appear by express declaration, but may be inferred from all of the facts and circumstances of the case. It may be inferred from the acts and conduct of the owner and the nature and situation of the property, where there appears some clear and unmistakable affirmative act or series of acts clearly indicating, either [*12] a present intent to relinquish the easement, or purpose inconsistent with its further existence.

Carolina Land Co. v. Bland, 265 S.C. 98, 109, 217 S.E.2d 16, 21 (1975). **HN6** The burden of proof is upon the party asserting abandonment to show the abandonment by clear and unequivocal evidence. *Id.* Mere nonuse of an easement created by deed will not amount to an abandonment. *Witt v. Poole*, 182 S.C. 110, 115, 188 S.E. 496, 498 (1936).

HN7 In construing a deed, the intention of the grantor must be ascertained and effectuated, unless that intention contravenes some well settled rule of law or public policy. 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. The intention of the grantor must be found within the four corners of the deed.

Windham v. Riddle, 381 S.C. 192, 201, 672 S.E.2d 578, 582-83 (2009) (hereinafter *Windham II*) (citations and quotation marks omitted), *aff'g Windham v. Riddle*, 370 S.C. 415, 418, 635 S.E.2d 558, 559 (Ct. App. 2006) (hereinafter *Windham I*).

When the Rhettts and Gray swapped property, they no longer owned the part of the easement on their own property but each would have been [*13] entitled to the easement across the other's new property barring them abandoning the easement. However, Gray had no reason for an easement on the Rhettts' new property because he no longer needed to cross the Rhettts' property. In contrast, the Rhettts still needed the easement on Gray's new property to access their property. Youmans, the Rhettts' surveyor, testified the Rhettts did not intend for the easement to remain on their new property but did intend to continue using the easement on Gray's new property. Further, Gray and his wife testified the Rhettts occasionally used both easements and when Gray placed a locked gate across the easement, had inquired about being

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able to use his key from time to time and in case of an emergency. As the party asserting the easement was abandoned, Gray had the burden to provide clear and unequivocal evidence the Rhett's abandoned the easement. The plat states the easement is abandoned only on the portion showing the Rhett's new property, not the entire easement. Accordingly, we find the master erred in finding the thirty-foot easement was abandoned.

B. Fifty-Foot Easement Appurtenant

The Rhett's assert the master erred in finding the fifty-foot easement **[*14]** was only appurtenant to the 1.25-acre piece and not the 4.12-acre piece. We disagree.

HN8 ¶ Determining whether an easement is in gross or appurtenant is a question in equity because it involves the extent of a grant of an easement. *Windham I*, 370 S.C. at 418, 635 S.E.2d at 559; see also *Heritage Fed. Sav. & Loan Ass'n v. Eagle Lake & Golf Condo.*, 318 S.C. 535, 539, 458 S.E.2d 561, 564 (Ct. App. 1995) ("The interpretation of a deed is an equitable matter.").

HN9 ¶ "The general rule is that the character of an express easement is determined by the nature of the right and the intention of the parties creating it." *Plott v. Justin Enters.*, 374 S.C. 504, 514, 649 S.E.2d 92, 96 (Ct. App. 2007) (quotation marks omitted). "[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)).

HN10 ¶ The character of an express easement is determined by the nature of the right and the intention of the parties creating it. An easement in gross is **[*15]** a mere personal privilege to use the land of another; the privilege is incapable of transfer. In contrast, an appurtenant easement inheres in the land, concerns the premises, has one terminus on the land of the party claiming it, and is essentially necessary to the enjoyment thereof. It also passes with the dominant estate upon conveyance. Unless an easement has all the elements necessary to be an appurtenant easement, it will be characterized as a mere easement in gross. Where language in a plat reflecting an easement is capable of more than one construction, that construction which least restricts the property will be adopted.

Windham II, 381 S.C. at 201-02, 672 S.E.2d at 583 (citations and quotation marks omitted).

In *Windham II*, the court noted that because the party claiming an appurtenant easement had other irrigation options, whether an appurtenant easement was essentially necessary to the enjoyment of the property was questionable. *Id.* at 204, 672 S.E.2d at 584 (citing *Kershaw v. Burns*, 91 S.C. 129, 133, 74 S.E. 378, 379 (1912) ("The principle is well settled that **HN11** ¶ a right of way appurtenant cannot be granted, unless it is essentially necessary to the enjoyment of the land to **[*16]** which it appertains."); *Ballington v. Paxton*, 327 S.C. 372, 380, 488 S.E.2d 882, 887 (Ct. App. 1997) ("An appendant or appurtenant easement must inhere in the land, concern the premises, have one terminus on the land of the party claiming it, and be essentially necessary to the enjoyment thereof.")).

The master correctly found the easement was only appurtenant to the 1.25 acres and not to the 4.12 acres. Although Veronica's property contained an easement for her entire 5.97 acres, when she granted 4.12 acres of it to the Rhett's, that grant did not contain an easement. However, the 1.25 acres she granted to O'Kelley did contain an easement. Once the Rhett's acquired the 1.25 acres, this did not resurrect the easement for the entire tract. Therefore, we affirm the master's decision that the fifty-foot easement was only appurtenant to the 1.25-acre tract.

ROA 0218

C. Access to All Twenty-Eight Acres from Easements

The Rhetts argue the master erred in issuing an injunction that they can only use the easements to access the 5.97 acres of their property and not the entire twenty-eight acres when their use of them to enter the remainder of their property will not increase the burden on Gray's estate. **[*17]** We disagree.

HN12 "[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 at 478). Although to the extent of the easement, the rights of the easement owner are paramount to those of the landowner, the easement owner's rights are not absolute but are limited, so the owners of the easement and the servient tenement may have reasonable enjoyment. *Id.* (citation omitted). The owner of an easement has all rights incident or necessary to its proper enjoyment, but nothing more. *Id.*

HN13 "As a general rule, an easement appurtenant to one parcel of land may not be extended by the owner of the dominant estate to other parcels owned by him, whether adjoining or distinct tracts, to which the easement is not appurtenant." *Brown v. Voss*, 105 Wn.2d 366, 715 P.2d 514, 517 (Wash. 1986) (citing *Heritage Standard Bank & Trust Co. v. Trs. of Schs.*, 84 Ill. App.3d 653, 405 N.E.2d 1196, 40 Ill. Dec. 104 (Ill. App. Ct. 1980); *Kanefsky v. Dratch Const. Co.*, 376 Pa. 188, 101 A.2d 923 (Pa. 1954); *S.S. Kresge Co. of Mich. v. Winkelman Realty Co.*, 260 Wis. 372, 50 N.W.2d 920 (Wis. 1952); **[*18]** 28 C.J.S. Easements § 92, at 772-73 (1941)).

HN14 "If an easement is appurtenant to a particular parcel of land, any extension thereof to other parcels is a misuse of the easement." *Id.* (citing *Wetmore v. Ladies of Loretto*, *Wheaton*, 73 Ill. App. 2d 454, 220 N.E.2d 491 (Ill. App. Ct. 1966); *Robertson v. Robertson*, 214 Va. 76, 197 S.E.2d 183 (Va. 1973); *Penn Bowling Rec. Ctr., Inc. v. Hot Shoppes, Inc.*, 179 F.2d 64, 86 U.S. App. D.C. 58 (D.C. Cir. 1949)). "As noted by one court in a factually similar case, '[I]n this context this classic rule of property law is directed to the rights of the respective parties rather than the actual burden on the servitude.'" *Id.* (quoting *Nat'l Lead Co. v. Kanawha Block Co.*, 288 F. Supp. 357, 364 (S.D. W. Va. 1968), *aff'd*, 409 F.2d 1309 (4th Cir. 1969)). The Washington Supreme Court noted:

Under the express language of the 1952 grant, plaintiffs only have rights in the use of the easement for the benefit of parcel B. Although, as plaintiffs contend, their planned use of the easement to gain access to a single family residence located partially on parcel B and partially on parcel C is perhaps no more than technical misuse of the easement, we conclude that it is misuse nonetheless.

Id. The court qualified that statement, **[*19]** determining:

[I]t does not follow from this conclusion alone that defendants are entitled to injunctive relief. . . . **HN15** Some fundamental principles applicable to a request for an injunction must be considered. (1) The proceeding is equitable and addressed to the sound discretion of the trial court. (2) The trial court is vested with a broad discretionary power to shape and fashion injunctive relief to fit the particular facts, circumstances, and equities of the case before it. Appellate courts give great weight to the trial court's exercise of that discretion. (3) One of the essential criteria for injunctive relief is actual and substantial injury sustained by the person seeking the injunction.

Id. at 517.

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The trial court found as facts, upon substantial evidence, that plaintiffs have acted reasonably in the development of their property, that there is and was no damage to the defendants from plaintiffs' use of the easement, that there was no increase in the volume of travel on the easement, that there was no increase in the burden on the servient estate, that defendants sat by for more than a year while plaintiffs expended more than \$11,000 on their project, and that defendants' counterclaim [*20] was an effort to gain "leverage" against plaintiffs' claim. In addition, the court found from the evidence that plaintiffs would suffer considerable hardship if the injunction were granted whereas no appreciable hardship or damages would flow to defendants from its denial. Finally, the court limited plaintiffs' use of the combined parcels solely to the same purpose for which the original parcel was used—i.e., for a single family residence.

Neither this court nor the Court of Appeals may substitute its effort to make findings of fact for those supported findings of the trial court. Therefore, the only valid issue is whether, under these established facts, as a matter of law, the trial court abused its discretion in denying defendants' request for injunctive relief. Based upon the equities of the case, as found by the trial court, we are persuaded that the trial court acted within its discretion.

Id. at 518 (citations omitted).

HN16✦ Enlarging an easement to include adjoining tracts increases the burden. *McCammon v. Meredith*, 830 S.W.2d 577, 580 (Tenn. Ct. App. 1991).

A fundamental principle is that an easement for the benefit of a particular piece of land cannot be enlarged and extended to other [*21] parcels of land, whether adjoining or distinct tracts, to which the right is not attached. In other words, an easement appurtenant to a dominant tenement can be used only for the purposes of that tenement; it is not a personal right, and cannot be used, even by the dominant owner, for any purpose unconnected with the enjoyment of his estate. The purpose of this rule is to prevent an increase of the burden upon the servient estate, and it applies whether the easement is created by grant, reservation, prescription, or implication.

Adams v. Winnett, 25 Tenn. App. 276, 156 S.W.2d 353, 357 (Tenn. Ct. App. 1941) (quotation marks omitted).

HN17✦ The reason for the rule preventing an easement for the benefit of a particular piece of land from being extended to other tracts of land "is to prevent an increase of the burden upon the servient estate." Id.; see also *Ogle v. Trotter*, 495 S.W.2d 558, 565-66 (Tenn. Ct. App. 1973). However, when the reason does not exist, the rule does not apply. *Ogle*, 495 S.W.2d at 566. Thus, when the burden on the easement has materially decreased or not increased, the easement holder may use the easement to access an adjoining property. Id. When "the additional burden is relatively trifling, [*22] the user will not be enjoined; and that, where the owner of a right of way appurtenant to a certain tract uses it for the period of prescription as appurtenant also to another tract, he gains a prescriptive right to such enlarged use." Id. (quotation marks omitted); see also *Carbone v. Vigliotti*, 222 Conn. 216, 610 A.2d 565, 569 (Conn. 1992) ("[W]hen no significant change has occurred in the use of the easement from that contemplated when it was created, . . . the mere addition of other land to the dominant estate does not constitute an overburden or misuse of the easement.").

Most of the case law provided by the Rhett starts with the same principles that South Carolina jurisprudence expresses: **HN18**✦ an owner of an easement cannot materially increase the burden of the servient estate or impose thereon a new and additional burden. However, other states have determined that expanding the use of an easement to property that is not

ROA 0220

appurtenant is not worthy of an injunction in situations in which the expanded use does not increase the burden. South Carolina has not expressed such a principle, but in those cases the decisions were trusted to the trial court's judgment to weigh the particular facts. Here, the [*23] master allowed the Rhetts to use the easement for one tract it found was not appurtenant, the 4.12-acre tract, (discussed below in Gray's appeal) and did not allow them to use it for the rest of their twenty-eight acres. The 5.97 acres contained one house, the cottage where their son lives, while the house where they live is located on the remainder of their twenty-eight acres. Thus, it would have increased the usage by one household containing two people. Accordingly, the master did not err in failing to allow the Rhetts to access their property other than the 5.97 acres with the easement.

D. Attorney's Fees

The Rhetts contend the master erred in finding they were not entitled to attorney's fees although Gray placed them in the position of having to bring the lawsuit. We disagree.

HN19 ↗ Generally, attorney's fees are not recoverable unless authorized by contract or statute. *Baron Data Sys., Inc. v. Loter*, 297 S.C. 382, 383, 377 S.E.2d 296, 297 (1989). In *Town of Winnsboro v. Wiedeman-Singleton, Inc.*, 307 S.C. 128, 131, 414 S.E.2d 118, 120 (1992), the court allowed a party to recover attorney's fees and costs expended in defending the negligence of another party when the other party negligently [*24] performed its contract with the first party and because of that negligence and breach of contract directed toward the first party, the first party was forced to defend an action brought by a third party.

In *Addy v. Bolton*, 257 S.C. 28, 33, 183 S.E.2d 708, 709 (1971), the court found

the l[e]ssors seek to recover from the contractor the attorneys' fees incurred by them in defending themselves against the claim asserted by the tenants. The weight of authority sustains their right of recovery, either on the theory of an implied contract to indemnify, or because they were put to the necessity of defending themselves against the lessees' claim by the tortious conduct of the contractor, or by his breach of contract.

The court noted:

"It is generally held that **HN20** ↗ where the wrongful act of the defendant has involved the plaintiff in litigation with others or placed him in such relation with others as makes it necessary to incur expense to protect his interest, such costs and expenses, including attorneys' fees, should be treated as the legal consequences of the original wrongful act and may be recovered as damages. In order to recover attorneys' fees under this principle, the plaintiff must show: [*25] (1) that the plaintiff had become involved in a legal dispute either because of a breach of contract by the defendant or because of defendant's tortious conduct; (2) that the dispute was with a third party-not with the defendant; and (3) that the plaintiff incurred attorneys' fees connected with that dispute. If the attorneys' fees were incurred as a result of a breach of contract between plaintiff and defendant, the defendant will be deemed to have contemplated that his breach might cause plaintiff to seek legal services in his dispute with the third party."

HN21 ↗ "In actions of indemnity, brought where the duty to indemnify is either implied by law or arises under a contract, reasonable attorney fees incurred in resisting the claim indemnified against may be recovered as part of the damages and expenses."

ROA 0221

Id. at 33, 183 S.E.2d at 709-10 (quoting 22 Am. Jur. 2d Damages § 166 at 235-36).

HN22 "[I]n actions of indemnity, brought where the duty to indemnify is either implied by law or arises under contract, and no personal fault of the indemnitee has joined in causing the injury, reasonable attorneys' fees incurred in resisting the claim indemnified against may be recovered as part of the damages [*26] and expenses." Id. at 34, 183 S.E.2d at 710.

HN23 "In order to sustain a claim for equitable indemnity, the existence of some special relationship between the parties must be established." *Toomer v. Norfolk S. Ry. Co.*, 344 S.C. 486, 492, 544 S.E.2d 634, 637 (Ct. App. 2001). "[A] sufficient relationship exists [for indemnification] when the at-fault party's negligence or breach of contract is directed at the non-faulting party and the non-faulting party incurs attorney fees and costs in defending itself against the other's conduct." *Winnsboro*, 307 S.C. at 132, 414 S.E.2d at 121.

The cases the Rhett's cite are distinguishable from the present situation because they are all cases of implied indemnity. The current case is not such a case. Accordingly, the master did not err in denying the Rhett's request for attorney's fees.

II. Gray's Appeal

Gray asserts the master erred in finding the fifty-foot easement could be used to access the 4.12-acre tract to which it is not appurtenant. We disagree.

As discussed above regarding the master's not allowing the Rhett's to access the remainder of their twenty-eight acres, South Carolina has not directly addressed this issue. **HN24** In the strictest sense, a landowner's [*27] use of an otherwise valid easement not technically appurtenant to the land he or she attempts to use it for constitutes misuse. However, other states have affirmed the trial court's findings it was not a misuse when the burden is not substantially increased. Here, although the easement is only appurtenant to the 1.25-acre tract, it was originally granted to the entire 5.97 acre-tract. Also, it does not seem to impose that much greater of a burden on Gray. Accordingly, we affirm the master's decision to allow the Rhett's to access the additional 4.12 acres.

CONCLUSION

We reverse the master's finding that the thirty-foot easement was abandoned. Additionally, we affirm the master's determination that only the 1.25-acre tract was appurtenant to the fifty-foot easement. Moreover, we affirm the master's decision to allow the Rhett's to use the fifty-foot easement to access 5.97 acres of their property but not the remainder of the twenty-eight acres. Further, we affirm the master's determination that the Rhett's were not entitled to attorney's fees. Accordingly, the master's decision is

AFFIRMED IN PART AND REVERSED IN PART.

GEATHERS, J., concurs.

CONCUR BY: PIEPER ▾ (In Part)

DISSENT BY: PIEPER ▾ (In Part)

DISSENT

PIEPER ▾, J., concurring [*28] in part and dissenting in part.

I respectfully dissent with the majority's decision to hold the master erred in finding that one of

ROA 0222

the easements was abandoned. Based upon our standard of review, I would affirm the master's determination of abandonment of the easement, as I would find evidence does exist in the record to support that determination. See *Judy v. Kennedy*, 398 S.C. 471, 478, 728 S.E.2d 484, 487 (Ct. App. 2012) (providing the "termination of an easement by abandonment is a factual question in an action at law"); *Eldridge v. Eldridge*, 398 S.C. 113, 118, 728 S.E.2d 24, 26 (2012) ("In an action at law tried by a master, an appellate court will affirm the master's factual findings if there is any evidence in the record which reasonably supports them."). I concur with the majority's decision to affirm the remaining issues on appeal.

Source: **Legal > / . . . / > SC State Cases, Combined** [\[i\]](#)

Terms: **name(rhett and gray)** (Suggest Terms for My Search)

View: Full

Date/Time: Friday, January 25, 2013 - 1:51 PM EST

In

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ROA 0223

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Stow Away Storage, LLC

Plaintiff,

vs.

George W. Sisson, et al.

Defendant.

IN THE COURT OF COMMON PLEAS

Ninth JUDICIAL CIRCUIT

CASE NO.: 2011-CP-10-2444

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

G. Dana Sinkler, Bar No. _____

Address:

P.O. Box 1254

Charleston, SC 29402

Phone: (843) 577-0660 Fax _____

E-mail: _____ Other: _____

Defendant's Attorney:

G. Hamlin O'Kelley, III, Bar No. 15491

Address:

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

Phone: (843) 856-4488 Fax (843) 856-0613

E-mail: hamlin.okelley@buistbyars.com Other: _____

☒ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Summary Judgment

Estimated Time Needed: 30 minutes

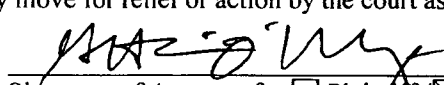
Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☐ Plaintiff / ☒ Defendant

August 1, 2013

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$ 25.00**

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ **MOTION FEE COLLECTED: \$ _____**

☐ **CONTESTED - AMOUNT DUE: \$ _____**

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

vs.

George W. Sisson, 4.0 LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-10-2444

**NOTICE OF MOTION AND MOTION
FOR SUMMARY JUDGMENT**

FILED
2013 AUG -2 PM 4:00
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

TO: THE ABOVE-NAMED PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that the Defendants George W. Sisson, 4.0, LLC, the Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc., (hereinafter the "Defendants"), by and through their undersigned counsel, will move on the tenth (10th) day after service hereof or as soon as counsel may be heard before The Honorable J.C. Nicholson, Jr., Presiding Judge for Charleston County for an order granting the Defendants judgment as a matter of law pursuant to Rule 56(c) SCRPC against the Plaintiff, Stow Away Storage, LLC.

This Motion is based upon the failure of the Plaintiff's claims in establishing any material fact and any evidence from which this Court could rule in its favor regarding its allegation that the assignment of the Grant of Access Easement by the Defendant, Sweetgrass Hardware, Inc. to the Defendant, George W. Sisson is improper. A copy of the Access Easement and Abandonment of Encroachment Permit dated October 17, 2000 and recorded in Book U358 at Page 109 in the RMC Office for Charleston County is attached hereto as Exhibit "A" and incorporated herein by reference. This Motion is further based upon the Plaintiff's Responses to

{00366064.DOC}

the Defendants' Requests for Admission dated June 7, 2011. A copy of said Responses is attached hereto as Exhibit "B" and incorporated herein by reference. This Motion is further based on the Affidavits filed on February 6, 2013 and February 7, 2013 of Frank R. Fletcher and George W. Sisson, a copy of which are attached hereto as Exhibits "C" and "D" respectively and incorporated herein by reference.

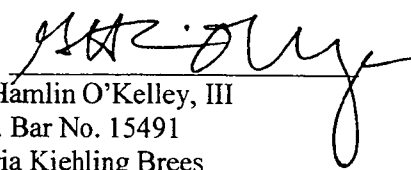
Pursuant to Rule 11 SCRPC, counsel certifies that there is no duty of consultation connected with the filing of this motion.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina

BUIST, BYARS & TAYLOR, LLC

Aug. 1, 2013

By: 

G. Hamlin O'Kelley, III

S.C. Bar No. 15491

Maria Kiehling Brees

S.C. Bar No. 76799

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

Phone: (843) 856-4488

Fax: (843) 856-0613

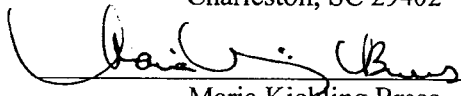
Attorneys for the Defendants George W. Sisson, 4.0, LLC,
The Sisson Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.

CERTIFICATE OF SERVICE

11-CP-10-2444

I hereby certify that I have this 1st day of August, 2013, mailed a true and accurate copy of the foregoing Defendants' Motion for Summary Judgment through the United States Postal Service, postage prepaid, addressed as follows:

G. Dana Sinkler, Esq.
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, SC 29402



Maria Kielhing Brees

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2013 AUG -2 PM 4:00

FILED

EXHIBIT “A”

U358PG109

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ACCESS EASEMENT
AND
ABANDONMENT OF
ENCROACHMENT PERMIT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed to be effective as of the 17th day of October, 2000, by and between STOW AWAY STORAGE, LLC, a South Carolina limited liability company (hereinafter referred to as the "Grantor"), and George Sissons (hereinafter referred to as the "Grantee").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid by Grantee to Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on, and through that certain portion of Grantor's property designated and delineated as "Access Easement for Sissons Property" and more particularly described on Exhibit B attached hereto (the "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17.

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

NPCCOL 1:429800 1-EA-4(A5) 026204-00000

U358PG110

Abandonment of Encroachment Permit. Grantee does hereby agree to abandon and terminate any rights Grantee may have to access U.S. Highway 17 by any means other than the Access Easement. It is specifically understood and agreed by Grantee that the grant of the Access Easement shall terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the Access Easement.

It is intended that the terms, conditions, easements, and rights granted and agreed to herein shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively. It is further intended that the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable. This Agreement may be amended, modified, or terminated only by recorded written instrument duly executed and acknowledged by Grantor and Grantee, or their respective successors and/or assigns. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included herein. All provisions of this Agreement, including the benefits and burdens, run with the Grantor's property and are binding upon and inure to the heirs, assigns, successors, and personal representatives of the parties hereto, as applicable.

TO HAVE AND TO HOLD, subject to all encumbrances, easements, rights-of-way, restrictions, and agreements of record as of the date hereof, all and singular the rights, easements, and agreements before mentioned unto the Grantor and Grantee, its successors and assigns, forever.

NPCCOL 1425518.1-BA-(IAS) 028294-00000

M - U358PG111

AND, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Access Basement unto the said Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name this 17 day of October, in the year Two Thousand, A.D. and in the Two Hundred and Twenty-Fourth year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

GRANTOR:

STOW AWAY STORAGE, LLC

(SEAL)

Nicole J. Roland
WITNESS NO. 1

By: [Signature]
Name: R.L. Pooser, III
Title: Member

Alicia A. Davis
WITNESS NO. 2

GRANTEE:

Cristi L. Orr
WITNESS NO. 1

[Signature]
George Sissoms
*aka George W. Sissoms

[Signature]
WITNESS NO. 2

NPCCOL1428358.1-BA-(P&S) 022294-00000

ROA 0231

EX U358PG112

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named Stow Away Storage, LLC by E.L. Pooser, III, its Member, sign, seal, and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Michelle J. Rowland
WITNESS NO. 1

SWORN TO BEFORE ME THIS
17 day of October, 2000

Tammy D. Simpson (LS)
Notary Public for South Carolina
My Commission Expires: 2-16-2009

NPCOL1-426544-1-2A-(A,B) 026284-0000

EX U358PG113

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named George Sissons, sign, seal, and as his act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Curtis J. Orr
WITNESS NO. 1

SWORN TO BEFORE ME THIS
30 day of October, 2000

Walter R. Perkins (LS)
Notary Public for South Carolina
My Commission Expires: 12-12-2006

NPCL 1422889, 1-BA-1451 020294-00000

EXHIBIT A

(Legal Description)

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by R.M. Seabrook, Jr., Inc. dated May 17, 1989, entitled "Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina." Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Salah Hibt, a/k/a Salah Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Ackerman and Constance S. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.08 feet, more or less.

TMS: 580-00-00-024

AND

ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.431 acres, more or less, as shown on that certain plat entitled "Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina" by James Landford Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1985, and recorded in the RMC Office for Charleston County in Plat Book BE, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Stow Away Storage, LLC and recorded in the Office of the Register of Meane Conveyances for Charleston County in Deed Book Z328 at page 662.

U358P6115

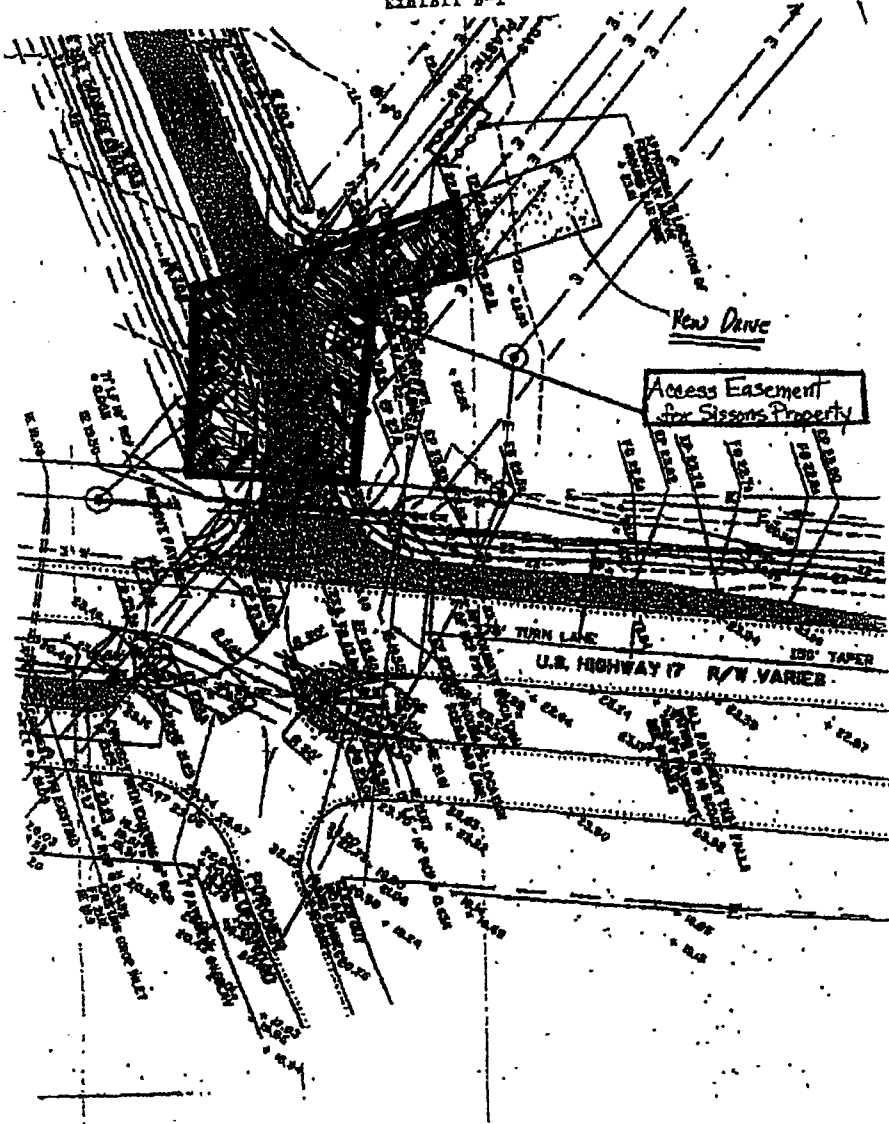
EXHIBIT B

All that certain piece, parcel, or lot of land designated and labeled as "Access Easement for
Sissons Property" and further depicted by hashmarks on the attached sketch labeled Exhibit B-1.

NPCOL1:02589.1-5A (JAS) 923284-00000

U358PG116

EXHIBIT B-1



Nelson Pruet Jacobs

+ Pollard

P. O. Drawer 2426

Cole, SC 29202-9732

✓
d

(es)

U358PG117

FILED

U358-109

2008 NOV 16 PM 12:01

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

14.006

EXHIBIT “B”

WARREN & SINKLER, L.L.P.

ATTORNEYS AT LAW

SUITE 340

171 CHURCH STREET

POST OFFICE BOX 1264

CHARLESTON, S.C. 29402

(843) 577-0660

WWW.WARREN-SINKLER.COM

G. DANA SINKLER
JOHN H. WARREN, III
SCOTT Y. BARNES (SC & DC)
MARK S. SHARPE
ASHLEY DANTZLER WRIGHT
JACLYNN BOWER GOINGS
CAMERON SEMMES STOLL (SC & NY)
LAURA W. MOORE

FACSIMILE
(843) 577-6843

Writer's Email: jdavis@warren-sinkler.com

June 7, 2011

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464

Re: Stow Away Storage, LLC v. George W. Sisson, et al.

Dear Mr. O'Kelley:

I am enclosing herewith Plaintiff's Responses to Defendants' Requests for Admission in the captioned matter.

Yours very truly,

WARREN & SINKLER, LLP



Jo Davis
Assistant to G. Dana Sinkler

/jd
Enclosures

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
	)	
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' REQUESTS FOR
GEORGE W. SISSON,	)	ADMISSION
4.0 LLC, THE SISSON	)	
FOUNDATION LIMITED	)	
PARTNERSHIP,	)	
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	
	)	

To: G. Hamlin O'Kelley, III, Attorney for Defendants

Pursuant to SCRCP 36, Plaintiff responds to the First Requests for Admission of Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. as follows:

1. Admit that the document attached hereto as Exhibit "A" is a true and accurate copy of an Access Easement and Abandonment of Encroachment Permit by and between Stow Aware [sic] Storage, LLC, and George Sissons a/k/a George w. Sissons.

RESPONSE: Admit.

2. Admit that the document attached hereto as Exhibit "A" was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston County.

RESPONSE: Admitted that the first page of the document "attached hereto as Exhibit 'A' was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston." The entire instrument was recorded at pages 109 through 117.

3. Admit that the Plaintiff Stow Away Storage, LLC, is named as the "Grantor" in that document attached hereto as Exhibit "A".

RESPONSE: Admit.

4. Admit that George Sissons a/k/a George W. Sissons is named as the "Grantee" in that document attached hereto as Exhibit "A".

RESPONSE: Admitted that "George W. Sissons*" is named as the Grantee in the first paragraph of the document, however, the execution page, which is recorded at page 111, is signed George W. Sisson, which is the Grantee's proper name, and the asterisk is explained by "aka George W. Sissons."

5. Admit that the Plaintiff Stow Away Storage, LLC, granted the following Grant of Access Easement as set forth in Exhibit "A":

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on and through that certain portion of Grantor's property designated and delineated as 'Access Easement for Sissons Property' and more particularly described on Exhibit B attached hereto (The "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger delivery vehicular means between Grantee's property and U.S. Highway 17.

RESPONSE: Admitted, however, the Grant contains the additional language as follows:

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

6. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement to George Sissons a/k/a George W. Sissons and his successors and assigns, forever.

RESPONSE: Admitted that that language is part of the Grant of Access Easement and that the purposes for which the easement was granted set forth in the Grant of Access Easement establish that the easement granted is an Easement Appurtenant to the property of Sisson, which is described in the complaint at paragraph 4.

7. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement so that the rights granted and agreed to therein "shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively."

RESPONSE: Admitted that that language is in the second page of the Access Easement, which is Record page 110, except that the word "run" should be "run."

8. Admit that the document attached hereto as Exhibit "A" contains no restriction on assigning the Grant of Easement as

RESPONSE: Paragraph 8 is not a complete sentence and counsel for Plaintiff is not sure of the intent of the question and therefore denies the same.

9. Admit that the document attached hereto as Exhibit "A" is assignable.

RESPONSE: Denied.

10. Admit that assignment of Grantee's rights in the document attached hereto as Exhibit "A" shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee as applicable.

RESPONSE: As worded, paragraph 10 is denied.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

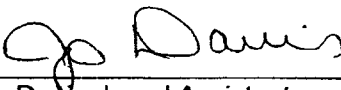
Attorney for Plaintiff

Charleston, South Carolina
June 7, 2011

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of May, 2011, I served the foregoing Plaintiff's Responses to Defendants' First Requests for Admission on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464



Jo Davis, Legal Assistant

EXHIBIT "C"

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

v.

George W. Sisson, 4.0, LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-10-2444

AFFIDAVIT OF FRANK R. FLETCHER

FILED
2013 FEB -6 PM 4:35
JULIE J. ARMSTRONG
CLERK OF COURT
BY *[Signature]*

PERSONALLY appeared before me Frank R. Fletcher, who, being duly sworn, deposes
and states as follows:

1. I am over the age of twenty-one years, and I make this Affidavit on my own personal knowledge and not upon any information or belief.
2. I am a Defendant in the within referenced lawsuit.
3. I am the owner of Sweetgrass Hardware, Inc.
4. I lease the 1.93 acre tract of land abutting the property of the Plaintiff from the Defendant Timarand, Inc.
5. I operate a hardware store out of the space leased from the Defendant Timarand, Inc.
6. I entered into a License Agreement with 4.0, LLC for the assignment of 4.0, LLC's rights in the Access Easement and Abandonment of Encroachment Permit. A copy of the License Agreement is attached hereto as Exhibit "A".
7. The License Agreement assigned 4.0, LLC's rights in the Access Easement with the Plaintiff dated October 17, 2000.

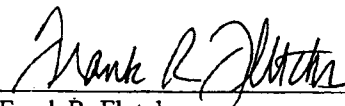
7. The Access Easement was recorded in Book U358 at Page 109 in the Office of the Register Mesne Conveyance for Charleston County, South Carolina and a copy is attached hereto as Exhibit "B".
8. The Access Easement contains no restriction on assigning the Grant of Easement.
9. The Access Easement is only limited in nature and scope, in that the use of the Access Easement "...shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property."
10. The Access Easement is "...for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between the Grantee's property and U.S. Highway 17."
11. The Access Easement "...shall be perpetual and runt[sic] with title to the Grantor's Property and the Grantee, respectively."
12. From 2008 to the present, the Plaintiff by and through its members, employees, representatives and agents, without cause of legal basis, have attempted to block the use of the Access Easement by employees and patrons of Sweetgrass Hardware.
13. The Plaintiff constructed a gate in a further attempt to block the Access Easement, and the gate remains in place on the property.
14. The assignment of the Access Easement to Sweetgrass Hardware, Inc. does not create an unlawful increase or burden upon the Grantor's property.
15. The Plaintiff admitted that they entered into the Access Easement with the Defendant George W. Sisson in their Responses to Requests for Admission dated June 7, 2011. A copy of their Responses to Requests for Admission is attached hereto as Exhibit "C".

16. The Plaintiff further admitted in their Responses to Requests for Admission dated June 7, 2011 that the Access Easement is an Easement Appurtenant and that the rights granted run with the title to the Grantor's and the Grantee's property.

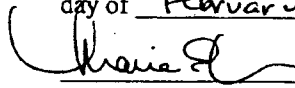
17. The Plaintiff's actions to block the Access Easement to me, my employees and patrons constitutes tortious interference with the contract in the form of the License Agreement by and between 4.0, LLC and Sweetgrass Hardware, Inc.

FURTHER THE AFFIANT SAYETH NOT.

Mt. Pleasant, South Carolina
2/6, 2013


Frank R. Fletcher

SWORN TO before me this 6th
day of February, 2013


Notary Public for South Carolina
My Commission Expires: 2/7/15

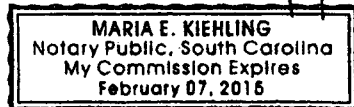


EXHIBIT “A”

After recording please return to:

Gray B. Taylor, Esq.
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mount Pleasant, South Carolina 29464

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 13th day of November, 2008, by and between 4.0 LLC ("Licensor"), and Sweetgrass Hardware, Inc., (the "Licensee").

WHEREAS, the Licensor is the holder of certain non-exclusive rights under that certain Access Easement and Abandonment of Encroachment Permit dated October 17, 2000 and recorded in the Charleston County RMC Office at Book U358 at Page 109 (the "Easement Agreement"), which grants to the Licensor a non-exclusive and perpetual easement over, one and through that certain portion of Stow Away Storage, LLC's ("Stow Away") property as described in the Easement Agreement (the "Easement"); and

WHEREAS, the Licensor desires to authorize Licensee to use the Easement for ingress and egress access from Highway 17 to Licensee's property, as described on the attached Exhibit "A" (Licensee's Property"), and to grant an exclusive license to the Licensee for the same; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Licensor and Licensee hereby agree as follows:

1. **License for Use of Property.** Licensor hereby grants to Licensee, for so long as Licensee leases the Licensee's Property, an exclusive license for ingress and egress access from Highway 17 to Licensee's Property.
2. **Limitations on Use.** The foregoing license shall be subject to:
 - a. The right of Licensor to adopt and amend reasonable rules and regulations pertaining to the use of the Easement, including, without limitation, rules establishing hours and vehicle or other limitations.
 - b. The right of Licensor to temporarily rescind this license for limited periods of time for the convenience of the Licensor.
 - c. **Maintenance Responsibility.** Licensee shall not have any maintenance responsibility for the Easement, but shall immediately repair any damage resulting from Licensee's exercise of this license.

3. Extension. This license may NOT be extended or renewed except with the express written permission of the Licensor. Licensee acknowledges that Licensor may refuse to extend this license beyond the initial term for any or no reason. Licensee also acknowledges that the Licensor is under no obligation to extend this License and that unless an extension is agreed to in writing, this License ends upon the conveyance of Licensee's Property to a third party.

4.

Enforcement. Licensee stipulates and agrees that it shall be bound by the terms of this license, and that it has entered into this license agreement voluntarily, of its own free will, and for good and valuable consideration. Licensee further states that it has had ample opportunity to consult with legal counsel regarding this license agreement, and has substantially participated in the drafting of this license agreement, such that it shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

a. The venue and jurisdiction for any dispute arising out of this license agreement shall be the Charleston County Court of Common Pleas. All parties hereto agree to waive any right they may have to demand a trial by jury.

b. Licensee further agrees that, in the event of its breach of the license agreement, Licensor shall be entitled to a temporary injunction restraining Licensee from continued use of the license and from any operations in violation of the license terms contained herein, and that the temporary injunction shall be issued without requirement for a bond. Such temporary injunction is agreed to by the Licensee in favor of the Licensor upon the motion of the Licensor for a temporary injunction made to the Charleston County Court of Common Pleas.

c. Licensee further agrees that, in its defense of any action brought to enforce the terms of this license agreement or the Covenants, it shall not raise any defense that the terms of the license agreement or the Covenants violate public policy, constitute an unfair restraint of trade, an unfair trade practice, or any substantially similar statutory or common law defense.

Licensor RL (initial here) Licensee JK (initial here)

5. Amendment. This license may be amended only in writing by an instrument signed on behalf of the Licensor and Licensee.

6. Severability. Whenever possible, each provision of this license shall be interpreted in such manner as to be effective and valid, but if the application of any non-essential provisions to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any other provision which can be given effect without the invalid provision or application and without defeating the intent hereof, and, to this end, the provisions of this agreement are declared to be severable.

7. Notices. Any notices provided for in this license shall be in writing and shall be delivered to the primary business address of each party.

8. Termination. If Licensee fails to perform any of its obligations herein contained, in whole or in part, or violates any condition or obligation of the license, Licensor shall have the right, but not the obligation, to cancel this license upon ten (10) days written notice to Licensee.

9. No transfer of ownership. The use being made of the Easement by reason of this license is strictly permissive, not adverse, and it is agreed among the parties that the same shall in no instance ripen into an interest adverse to the interests of the Licensor under the Easement Agreement, or ripen into a permanent right by or for any reason whatsoever, including without limitation the passage of time or the continued use by Licensee beyond the term of this license.

10. Assignment. This license is personal to Licensee and may not be sold, transferred, assigned or given to any third party. The sale or assignment of a majority interest in the Licensee entities shall constitute an assignment for the purposes of this provision and shall constitute a violation of this License.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first written above.

WITNESS:

Cristi I. Orr

CRISTI I ORR

4.0 LLC

George W. Sissons

BY: George W. Sissons

Its: Member

Dana Lynn Fletcher

Dana Lynn Fletcher

SWEETGRASS HARDWARE, INC.

Frank R. Fletcher

By: Frank R. Fletcher

Its: PRESIDENT



EXHIBIT A
(Licensee's Property)

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a "Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina" prepared by James L. Owen, Jr., dated February 22, 1989 and recorded on July 15, 1991, at the Charleston County RMC Office in Plat Book CD at Page 139.

TMS No. 598-00-00-027

EXHIBIT “B”

BK U358PG109

STATE OF SOUTH CAROLINA	)	ACCESS EASEMENT
	)	AND
COUNTY OF CHARLESTON	)	ABANDONMENT OF
	)	ENCROACHMENT PERMIT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed to be effective as of the 17th day of October, 2000, by and between STOW AWAY STORAGE, LLC, a South Carolina limited liability company (hereinafter referred to as the "Grantor"), and George Sissons (hereinafter referred to as the "Grantee").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid by Grantee to Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on, and through that certain portion of Grantor's property designated and delineated as "Access Easement for Sissons Property" and more particularly described on Exhibit B attached hereto (the "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17.

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

NPCOL10120000, 1-0A-11A5) 020204-00000

BK U358PG110

Abandonment of Easement Permit. Grantee does hereby agree to abandon and terminate any rights Grantee may have to access U.S. Highway 17 by any means other than the Access Easement. It is specifically understood and agreed by Grantee that the grant of the Access Easement shall terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the Access Easement.

It is intended that the terms, conditions, easements, and rights granted and agreed to herein shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively. It is further intended that the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable. This Agreement may be amended, modified, or terminated only by recorded written instrument duly executed and acknowledged by Grantor and Grantee, or their respective successors and/or assigns. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included herein. All provisions of this Agreement, including the benefits and burdens, run with the Grantor's property and are binding upon and inure to the heirs, assigns, successors, and personal representatives of the parties hereto, as applicable.

TO HAVE AND TO HOLD, subject to all encumbrances, easements, rights-of-way, restrictions, and agreements of record as of the date hereof, all and singular the rights, easements, and agreements before mentioned unto the Grantor and Grantee, its successors and assigns, forever.

WPCOL1420002.1-54 (P.8) 02584-00000

U358P6111

AND, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Access Easement unto the said Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name this 17 day of October, in the year Two Thousand, A.D. and in the Two Hundred and Twenty-Fourth year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

GRANTOR:

STOW AWAY STORAGE, LLC

(SEAL)

Michael J. Buland
WITNESS NO. 1

By: [Signature]
Name: R.L. Fosser, III
Title: Member

Maria A. Davis
WITNESS NO. 2

GRANTEE:

Chris L. Orr
WITNESS NO. 1

[Signature]
George Sissom
aka George E. Sissoms

Priscilla Baker
WITNESS NO. 2

WPCOLL-22882-1-BA-11A81022824-00000

U358PG112

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named Stow Away Storage, LLC by R.L. Foster, III, its Member, sign, seal, and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Neola J. Rowland
WITNESS NO. 1

SWORN TO BEFORE ME THIS
17 day of October, 2000

Tony A. Simpson (LS)
Notary Public for South Carolina
My Commission Expires: 2-16-2009

NP00LS/CMS001-5A (JAN) 025284-00000

U358PG113

STATE OF SOUTH CAROLINA

COUNTY OF _____

)
)
)

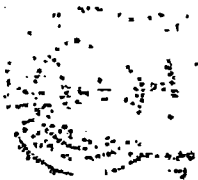
PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named George Sissons, sign, seal, and as his act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Curtis L. Orr
WITNESS NO. 1

SWORN TO BEFORE ME THIS
30 day of October, 2000

Wayne Robert Perkins (LS)
Notary Public for South Carolina
My Commission Expires 12-12-2006



NPCC1342896A-1-5A-1-AS 023284-02000

EXHIBIT A

(Legal Description)

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by E.M. Seabrook, Jr., Inc. dated May 17, 1989, entitled "Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina." Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Salah Hibri, a/k/a Salah Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Ackerman and Constance S. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.08 feet, more or less.

TMS: 580-00-00-024

AND

ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.481 acres, more or less, as shown on that certain plat entitled "Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina" by James Landford Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1985, and recorded in the RMC Office for Charleston County in Plat Book BE, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Slow Away Storage, LLC and recorded in the Office of the Register of Meane Conveyances for Charleston County in Deed Book Z328 at page 662.

U358PG115

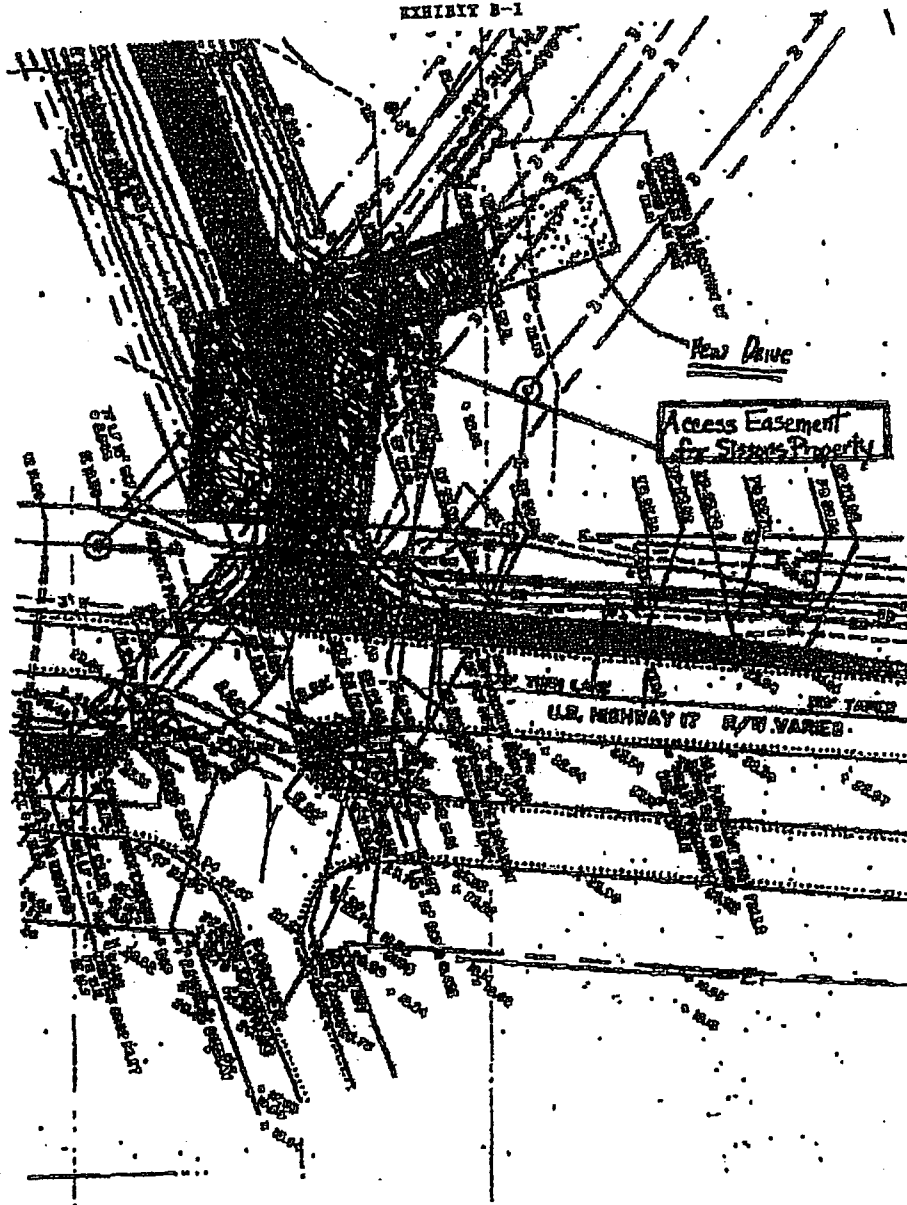
EXHIBIT A

All that certain piece, parcel, or lot of land designated and labeled as "Access Easement for
Sissons Property" and further depicted by hashmarks on the attached sketch labeled Exhibit B-1.

NP0011-0204-01-BA (1/8) 020204-00000

U358PG116

EXHIBIT B-1



Nelson Pruet Jacobs
Pollard

P.O. Drawer 2426

Cole, SL 79202-9732

2

(es)

U358PG117

FILED

U358-109

2008 NOV 16 PM 12:01

CHARLE LYBRAND
REGISTER
CHARLESTON COUNTY SC

14.00 B

EXHIBIT “C”

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
	)	
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' REQUESTS FOR
GEORGE W. SISSON,	)	ADMISSION
4.0 LLC, THE SISSON	)	
FOUNDATION LIMITED	)	
PARTNERSHIP,	)	
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	

To: G. Hamlin O'Kelley, III, Attorney for Defendants

Pursuant to SCRCP 36, Plaintiff responds to the First Requests for Admission of Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. as follows:

1. Admit that the document attached hereto as Exhibit "A" is a true and accurate copy of an Access Easement and Abandonment of Encroachment Permit by and between Stow Aware [sic] Storage, LLC, and George Sissons a/k/a George w. Sissons.

RESPONSE: Admit.

2. Admit that the document attached hereto as Exhibit "A" was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston County.

RESPONSE: Admitted that the first page of the document "attached hereto as Exhibit 'A' was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston." The entire instrument was recorded at pages 109 through 117.

3. Admit that the Plaintiff Stow Away Storage, LLC, is named as the "Grantor" in that document attached hereto as Exhibit "A".

RESPONSE: Admit.

4. Admit that George Sissons a/k/a George W. Sissons is named as the "Grantee" in that document attached hereto as Exhibit "A".

RESPONSE: Admitted that "George W. Sissons*" is named as the Grantee in the first paragraph of the document, however, the execution page, which is recorded at page 111, is signed George W. Sisson, which is the Grantee's proper name, and the asterisk is explained by "aka George W. Sissons."

5. Admit that the Plaintiff Stow Away Storage, LLC, granted the following Grant of Access Easement as set forth in Exhibit "A":

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on and through that certain portion of Grantor's property designated and delineated as 'Access Easement for Sissons Property' and more particularly described on Exhibit B attached hereto (The "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger delivery vehicular means between Grantee's property and U.S. Highway 17.

RESPONSE: Admitted, however, the Grant contains the additional language as follows:

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

6. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement to George Sissons a/k/a George W. Sissons and his successors and assigns, forever.

RESPONSE: Admitted that that language is part of the Grant of Access Easement and that the purposes for which the easement was granted set forth in the Grant of Access Easement establish that the easement granted is an Easement Appurtenant to the property of Sisson, which is described in the complaint at paragraph 4.

7. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement so that the rights granted and agreed to therein "shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively."

RESPONSE: Admitted that that language is in the second page of the Access Easement, which is Record page 110, except that the word "run" should be "run."

8. Admit that the document attached hereto as Exhibit "A" contains no restriction on assigning the Grant of Easement as

RESPONSE: Paragraph 8 is not a complete sentence and counsel for Plaintiff is not sure of the intent of the question and therefore denies the same.

9. Admit that the document attached hereto as Exhibit "A" is assignable.

RESPONSE: Denied.

10. Admit that assignment of Grantee's rights in the document attached hereto as Exhibit "A" shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee as applicable.

RESPONSE: As worded, paragraph 10 is denied.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

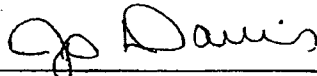
Attorney for Plaintiff

Charleston, South Carolina
June 7, 2011

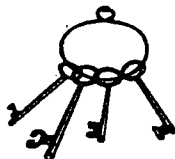
CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of May, 2011, I served the foregoing Plaintiff's Responses to Defendants' First Requests for Admission on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464



Jo Davis, Legal Assistant



BUIST, BYARS & TAYLOR, LLC
ATTORNEYS AT LAW

December 13, 2012

MARIA E. KIEHLING
ASSOCIATE ATTORNEY
maria.kiehling@buistbyars.com

Via Hand Delivery

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Stow Away Storage, LLC v. George W. Sisson, et al.
Civil Action No. 2011-CP-10-2444
File No. 2011040021

Dear Ms. Armstrong:

Enclosed for filing in the above referenced matter please find the original and one (1) copy of an Affidavit of Frank R. Fletcher. Kindly file the original and return the file-stamped copy to me in the enclosed envelope.

By copy of this letter, I am serving the same upon G. Dana Sinkler, Esq., counsel for the Plaintiff. Should you have any questions or concerns, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria E. Kiehling

Enclosures

cc: (w/ encls) G. Dana Sinkler, Esq.

{00311817.DOC}

EXHIBIT “D”

Plaintiff,

V.

George W. Sisson, 4.0, LLC, The Sisson Foundation Limited Partnership, Sweetgrass Hardware, Inc., and Timarand, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-10-2444

AFFIDAVIT OF GEORGE W. SISSON

FILED
013 FEB -7 PM 4:31
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

PERSONALLY appeared before me George W. Sisson, who, being duly sworn, deposes and states as follows:

1. I am over the age of twenty-one years, and I make this Affidavit on my own personal knowledge and not upon any information or belief.
2. I am a Defendant in the within referenced lawsuit.
3. I am the sole member of 4.0, LLC, a South Carolina limited liability company.
4. I am the General Partner of The Sisson Foundation Limited Partnership.
5. 4.0, LLC and The Sisson Foundation Limited Partnership own a 5.862 acre tract of land abutting the property of the Plaintiff.
6. On October 17, 2000, I entered into an Access Easement and Abandonment of Encroachment Permit (the "Access Easement") with the Plaintiff granting me a non-exclusive and perpetual easement.
7. The Access Easement was recorded in Book U358 at Page 109 in the Office of the Register Mesne Conveyance for Charleston County, South Carolina and is attached hereto as Exhibit "A".

{00311157.DOC}

8. This document granted the Grant of Access Easement to me and my successors and assigns, forever.
9. The Access Easement contains no restriction on assigning the Grant of Easement.
10. The Access Easement is only limited in nature and scope, in that the use of the Access Easement "...shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property."
11. The Access Easement is "...for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between the Grantee's property and U.S. Highway 17."
12. The Access Easement "...shall be perpetual and runt[sic] with title to the Grantor's Property and the Grantee, respectively."
13. The Defendant Timarand, Inc. currently leases a parcel abutting the subject property to Sweetgrass Hardware, Inc.
14. I assigned my rights in the Access Easement to Sweetgrass Hardware, Inc. by way of a License Agreement, a copy of which is attached hereto as Exhibit "B".
15. From 2008 to the present, the Plaintiff by and through its members, employees, representatives and agents, without cause of legal basis, have attempted to block the use of the Access Easement by Sweetgrass Hardware, Inc. and the other Defendants.
16. The Plaintiff constructed a gate in a further attempt to block the Access Easement, and the gate remains in place on the property.
17. The assignment of the Access Easement to Sweetgrass Hardware, Inc. does not create an unlawful increase or burden upon the Grantor's property.

18. The Plaintiff admitted that they entered into the Access Easement with me in their Responses to Requests for Admission dated June 7, 2011. A copy of their Responses to Requests for Admission is attached hereto as Exhibit "C".

19. The Plaintiff further admitted in their Responses to Requests for Admission dated June 7, 2011 that the Access Easement is an Easement Appurtenant and that the rights granted run with the title to the Grantor's and the Grantee's property.

FURTHER THE AFFIANT SAYETH NOT.

Hampden, Massachusetts
February 6, 2013

George W. Sisson
George W. Sisson

SWORN TO before me this 6th
day of February, 2013

Richard L. Zabielski

Notary Public for the Commonwealth of Massachusetts
My Commission Expires: _____

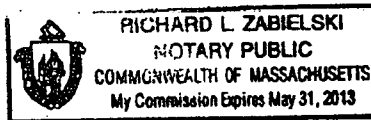


EXHIBIT “A”

U358PG109

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

)
) ACCESS EASEMENT
) AND
) ABANDONMENT OF
) ENCROACHMENT PERMIT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed to be effective as of the 17th day of October, 2000, by and between STOW AWAY STORAGE, LLC, a South Carolina limited liability company (hereinafter referred to as the "Grantor"), and George Sisson (hereinafter referred to as the "Grantee").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid by Grantee to Grantor, the receipt and adequacy of which are hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on, and through that certain portion of Grantor's property designated and delineated as "Access Easement for Sissons Property" and more particularly described on Exhibit B attached hereto (the "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger and delivery vehicular means between Grantee's property and U.S. Highway 17.

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

HP-COL-12888-1-2A (JAS) 03/24/00

RK U358P6110

Abandonment of Encroachment Permit. Grantee does hereby agree to abandon and terminate any rights Grantee may have to access U.S. Highway 17 by any means other than the Access Easement. It is specifically understood and agreed by Grantee that the grant of the Access Easement shall terminate any rights Grantee may have to access Grantee's property from U.S. Highway 17 by any means other than the Access Easement.

It is intended that the terms, conditions, easements, and rights granted and agreed to herein shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively. It is further intended that the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable. This Agreement may be amended, modified, or terminated only by recorded written instrument duly executed and acknowledged by Grantor and Grantee, or their respective successors and/or assigns. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included herein. All provisions of this Agreement, including the benefits and burdens, run with the Grantor's property and are binding upon and inure to the heirs, assigns, successors, and personal representatives of the parties hereto, as applicable.

TO HAVE AND TO HOLD, subject to all encumbrances, easements, rights-of-way, restrictions, and agreements of record as of the date hereof, all and singular the rights, easements, and agreements before mentioned unto the Grantor and Grantee, its successors and assigns, forever.

SPCCL 143928.1-54-11487 033204-00000

ROA 0277

U358P6111

AND, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said Access Easement unto the said Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name this 17 day of October, in the year Two Thousand, A.D. and in the Two Hundred and Twenty-Fourth year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

GRANTOR:

STOW AWAY STORAGE, LLC

(SEAL)

By: [Signature]

Name: E.L. Fouser, III

Title: Member

[Signature]
WITNESS NO. 1

[Signature]
WITNESS NO. 2

GRANTEE:

[Signature]
George Sissom

*aka George W. Sissom

[Signature]
WITNESS NO. 1

[Signature]
WITNESS NO. 2

NPCCOL1-2000001-1-2A-(JAS) 000004-00000

ROA 0278

U358PG112

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named Stow Away Storage, LLC by E.L. Foster, III, its Member, sign, seal, and on its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Michelle J. Rowland
WITNESS NO. 1

SWORN TO BEFORE ME THIS
17 day of October 2000

Tammy A. Simpson (LS)
Notary Public for South Carolina
My Commission Expires: 2-16-2007

NP00174320002-1-CA (1A) 020294-0000

ROA 0279

M U358PG113

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

PROBATE

PERSONALLY APPEARED before me the undersigned Witness No. 1 and made oath that s/he saw the within-named George Simmons, sign, seal, and as his act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness who signed above as Witness No. 2, witnessed the execution thereof.

Curtis L. Orr
WITNESS NO. 1

SWORN TO BEFORE ME THIS
30 day of October, 2000

Wayne Baker Jenkins (LS)
Notary Public for South Carolina
My Commission Expires 12-12-2006

HP-CCL-142588-1-CA-(1A) 02284-0000

EXHIBIT A

(Legal Description)

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the Parish of Christ Church, County of Charleston, South Carolina, measuring and containing 5.36 acres, more or less, shown on a Plat made by E.M. Seabrook, Jr., Inc. dated May 17, 1989, entitled "Lands of Mary C. Seabrook, Yough Hall Plantation, Christ Church Parish, Charleston County, South Carolina." Said Plat is recorded in the RMC Office for Charleston County, South Carolina in Deed Book G-189, at Page 263.

BUTTING, BOUNDING, and MEASURING, on the North on lands now or formerly of Salah Hibri, a/k/a Salah Ahmed, 308.36 feet, more or less; on the East on lands now or formerly of Marcus O. Ackerman and Constance S. Berg, 666.29 feet, more or less; on the South on lands now or formerly of Elizabeth O. Wilson, 413.87 feet, more or less; on the West on lands now or formerly of Benjamin Seabrook, 629.08 feet, more or less.

TMS: 580-00-00-024

AND

ALL that piece, parcel or tract of land, situate, lying, and being in Christ Church Parish, County of Charleston, State of South Carolina, containing 3.481 acres, more or less, as shown on that certain plat entitled "Subdivision Plat Showing a Portion of Oakland Plantation owned by Oakland Associates, A South Carolina Limited Partnership, situate in Christ Church Parish, Charleston County, South Carolina" by James Landford Owen, Jr., RLS S.C. Reg. No. 7624, dated May 22, 1985, and recorded in the RMC Office for Charleston County in Plat Book BB, Page 79, reference to which is craved for a more full and complete description.

TMS: 598-00-00-024

DERIVATION: Deed of Buffalo Creek Land Company, LLC to Stow Away Storage, LLC and recorded in the Office of the Register of Means Conveyances for Charleston County in Deed Book Z328 at page 662.

U358PG115

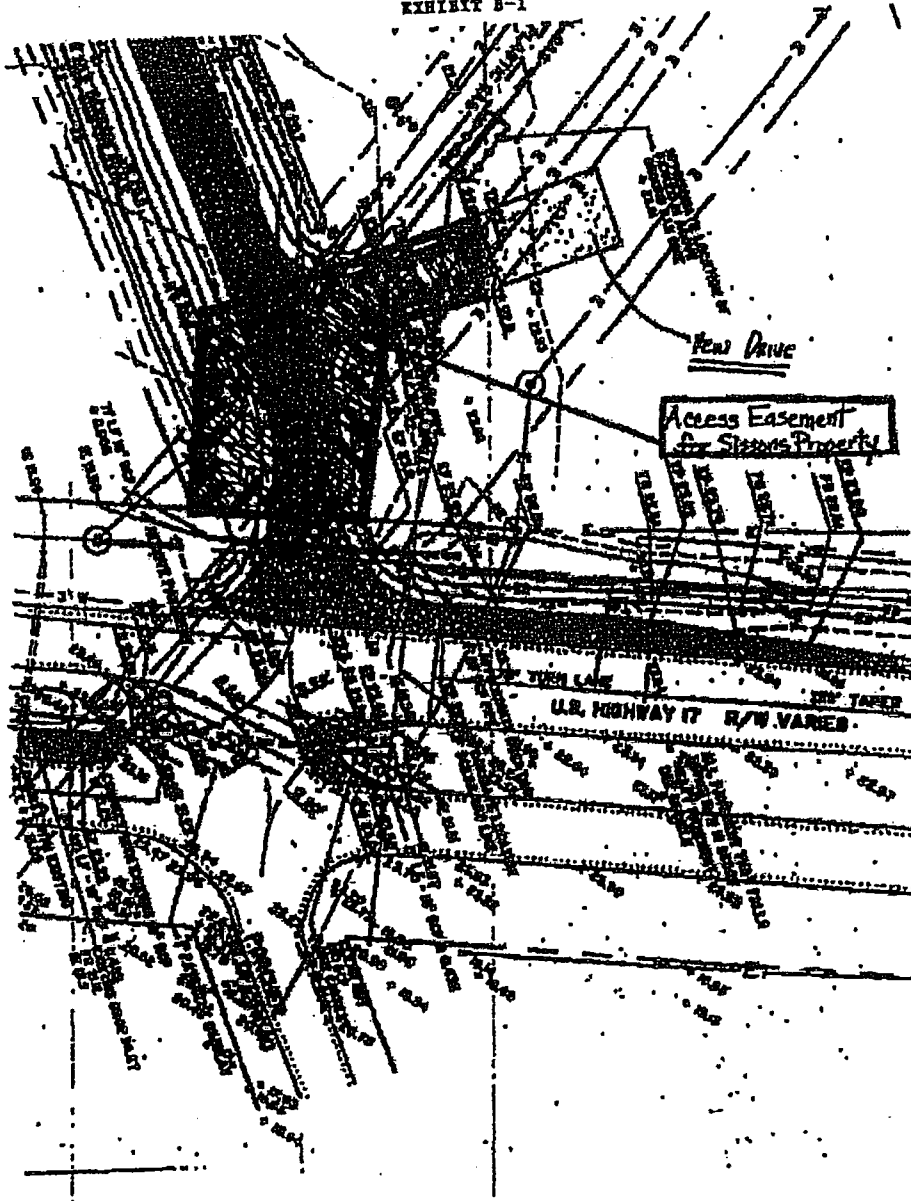
EXHIBIT B

All that certain piece, parcel, or lot of land designated and labeled as "Access Easement for
Sissons Property" and further depicted by hashmarks on the attached sketch labeled Exhibit B-1.

NP-COL-2006-1-EN-148 02504-0000

U3586116

EXHIBIT B-1



Nelson Pruet Jacobs
+ Pollard

P. O. Drawer 2424

Cole, SL 29202-9732

1/2
2

(8)

U358PG117

FILED

U358-109

2008 NOV 16 PM 12:01

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

14.008

EXHIBIT “B”

After recording please return to:
Gray B. Taylor, Esq.
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mount Pleasant, South Carolina 29464

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") is made this 13th day of November, 2008, by and between 4.0 LLC ("Licensor"), and Sweetgrass Hardware, Inc., (the "Licensee").

WHEREAS, the Licensor is the holder of certain non-exclusive rights under that certain Access Easement and Abandonment of Encroachment Permit dated October 17, 2000 and recorded in the Charleston County RMC Office at Book U358 at Page 109 (the "Easement Agreement"), which grants to the Licensor a non-exclusive and perpetual easement over, one and through that certain portion of Stow Away Storage, LLC's ("Stow Away") property as described in the Easement Agreement (the "Easement"); and

WHEREAS, the Licensor desires to authorize Licensee to use the Easement for ingress and egress access from Highway 17 to Licensee's property, as described on the attached Exhibit "A" (Licensee's Property"), and to grant an exclusive license to the Licensee for the same; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Licensor and Licensee hereby agree as follows:

1. License for Use of Property. Licensor hereby grants to Licensee, for so long as Licensee leases the Licensee's Property, an exclusive license for ingress and egress access from Highway 17 to Licensee's Property.
2. Limitations on Use. The foregoing license shall be subject to:
 - a. The right of Licensor to adopt and amend reasonable rules and regulations pertaining to the use of the Easement, including, without limitation, rules establishing hours and vehicle or other limitations.
 - b. The right of Licensor to temporarily rescind this license for limited periods of time for the convenience of the Licensor.
 - c. Maintenance Responsibility. Licensee shall not have any maintenance responsibility for the Easement, but shall immediately repair any damage resulting from Licensee's exercise of this license.

3. Extension. This license may NOT be extended or renewed except with the express written permission of the Licensor. Licensee acknowledges that Licensor may refuse to extend this license beyond the initial term for any or no reason. Licensee also acknowledges that the Licensor is under no obligation to extend this License and that unless an extension is agreed to in writing, this License ends upon the conveyance of Licensee's Property to a third party.

4.

Enforcement. Licensee stipulates and agrees that it shall be bound by the terms of this license, and that it has entered into this license agreement voluntarily, of its own free will, and for good and valuable consideration. Licensee further states that it has had ample opportunity to consult with legal counsel regarding this license agreement, and has substantially participated in the drafting of this license agreement, such that it shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

a. The venue and jurisdiction for any dispute arising out of this license agreement shall be the Charleston County Court of Common Pleas. All parties hereto agree to waive any right they may have to demand a trial by jury.

b. Licensee further agrees that, in the event of its breach of the license agreement, Licensor shall be entitled to a temporary injunction restraining Licensee from continued use of the license and from any operations in violation of the license terms contained herein, and that the temporary injunction shall be issued without requirement for a bond. Such temporary injunction is agreed to by the Licensee in favor of the Licensor upon the motion of the Licensor for a temporary injunction made to the Charleston County Court of Common Pleas.

c. Licensee further agrees that, in its defense of any action brought to enforce the terms of this license agreement or the Covenants, it shall not raise any defense that the terms of the license agreement or the Covenants violate public policy, constitute an unfair restraint of trade, an unfair trade practice, or any substantially similar statutory or common law defense.

Licensor RL (initial here)

Licensee Y (initial here)

5. Amendment. This license may be amended only in writing by an instrument signed on behalf of the Licensor and Licensee.

6. Severability. Whenever possible, each provision of this license shall be interpreted in such manner as to be effective and valid, but if the application of any non-essential provisions to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any other provision which can be given effect without the invalid provision or application and without defeating the intent hereof, and, to this end, the provisions of this agreement are declared to be severable.

7. Notices. Any notices provided for in this license shall be in writing and shall be delivered to the primary business address of each party.

8. Termination. If Licensee fails to perform any of its obligations herein contained, in whole or in part, or violates any condition or obligation of the license, Licensor shall have the right, but not the obligation, to cancel this license upon ten (10) days written notice to Licensee.

9. No transfer of ownership. The use being made of the Easement by reason of this license is strictly permissive, not adverse, and it is agreed among the parties that the same shall in no instance ripen into an interest adverse to the interests of the Licensor under the Easement Agreement, or ripen into a permanent right by or for any reason whatsoever, including without limitation the passage of time or the continued use by Licensee beyond the term of this license.

10. Assignment. This license is personal to Licensee and may not be sold, transferred, assigned or given to any third party. The sale or assignment of a majority interest in the Licensee entities shall constitute an assignment for the purposes of this provision and shall constitute a violation of this License.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first written above.

WITNESS:

Cristi I. On

CRISTI I ON

4.0 LLC

George W. Sissons
BY: George W. Sissons
Its: Member

SWEETGRASS HARDWARE, INC.

Dana Lynn Fletcher

Dana Lynn Fletcher

Frank R. Fletcher
By: Frank R. Fletcher
Its: PRESIDENT



EXHIBIT A
(Licensee's Property)

ALL that certain piece, parcel, lot or tract of land located in Christ Church Parish, Charleston County, containing 1.93 acres, more or less, as shown and designated as Lot A on a "Subdivision Plat showing a portion of Oakland Plantation owned by Salah Hibri, situated in Christ Church Parish, Charleston County, South Carolina" prepared by James L. Owen, Jr., dated February 22, 1989 and recorded on July 15, 1991, at the Charleston County RMC Office in Plat Book CD at Page 139.

TMS No. 598-00-00-027

EXHIBIT “C”

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
	)	
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' REQUESTS FOR
GEORGE W. SISSON,	)	ADMISSION
4.0 LLC, THE SISSON	)	
FOUNDATION LIMITED	)	
PARTNERSHIP,	)	
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	

To: G. Hamlin O'Kelley, III, Attorney for Defendants

Pursuant to SCRCP 36, Plaintiff responds to the First Requests for Admission of Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. as follows:

1. Admit that the document attached hereto as Exhibit "A" is a true and accurate copy of an Access Easement and Abandonment of Encroachment Permit by and between Stow Aware [sic] Storage, LLC, and George Sissons a/k/a George w. Sissons.

RESPONSE: Admit.

2. Admit that the document attached hereto as Exhibit "A" was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston County.

RESPONSE: Admitted that the first page of the document "attached hereto as Exhibit 'A' was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston." The entire instrument was recorded at pages 109 through 117.

3. Admit that the Plaintiff Stow Away Storage, LLC, is named as the "Grantor" in that document attached hereto as Exhibit "A".

RESPONSE: Admit.

4. Admit that George Sissons a/k/a George W. Sissons is named as the "Grantee" in that document attached hereto as Exhibit "A".

RESPONSE: Admitted that "George W. Sissons*" is named as the Grantee in the first paragraph of the document, however, the execution page, which is recorded at page 111, is signed George W. Sisson, which is the Grantee's proper name, and the asterisk is explained by "aka George W. Sissons."

5. Admit that the Plaintiff Stow Away Storage, LLC, granted the following Grant of Access Easement as set forth in Exhibit "A":

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on and through that certain portion of Grantor's property designated and delineated as 'Access Easement for Sissons Property' and more particularly described on Exhibit B attached hereto (The "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger delivery vehicular means between Grantee's property and U.S. Highway 17.

RESPONSE: Admitted, however, the Grant contains the additional language as follows:

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

6. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement to George Sissons a/k/a George W. Sissons and his successors and assigns, forever.

RESPONSE: Admitted that that language is part of the Grant of Access Easement and that the purposes for which the easement was granted set forth in the Grant of Access Easement establish that the easement granted is an Easement Appurtenant to the property of Sisson, which is described in the complaint at paragraph 4.

7. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement so that the rights granted and agreed to therein "shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively."

RESPONSE: Admitted that that language is in the second page of the Access Easement, which is Record page 110, except that the word "run" should be "run."

8. Admit that the document attached hereto as Exhibit "A" contains no restriction on assigning the Grant of Easement as

RESPONSE: Paragraph 8 is not a complete sentence and counsel for Plaintiff is not sure of the intent of the question and therefore denies the same.

9. Admit that the document attached hereto as Exhibit "A" is assignable.

RESPONSE: Denied.

10. Admit that assignment of Grantee's rights in the document attached hereto as Exhibit "A" shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee as applicable.

RESPONSE: As worded, paragraph 10 is denied.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

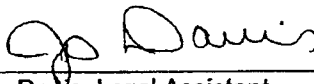
Attorney for Plaintiff

Charleston, South Carolina
June 7, 2011

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of May, 2011, I served the foregoing Plaintiff's Responses to Defendants' First Requests for Admission on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464



Jo Davis, Legal Assistant

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Stow Away Storage, LLC,)

Plaintiff,)

vs.)

George W. Sisson, 4.0, LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,)

Defendant.)

IN THE COURT OF COMMON PLEAS
Ninth JUDICIAL CIRCUIT

CASE NO.: 2011-CP-10-2444

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

G. Dana Sinkler, Bar No. _____

Address:

P.O. Box 1254

Charleston, SC 29402

Phone: (843) 577-0660 Fax (843) 577-6843

E-mail: dsinkler@warren-sinkler.com Other: _____

Defendant's Attorney:

Maria Kiehling Brees, Bar No. 76799

Address:

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

Phone: (843) 856-4488 Fax (843) 856-0613

E-mail: maria.kiehling@bulstbyars.com Other: _____

☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Notice of Motion and Motion to Reconsider Pursuant to Rule 59(e) SCRPC

Estimated Time Needed: 20 minutes

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

December 4, 2013

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT:** \$ 25.00

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stow Away Storage, LLC,

Plaintiff,

vs.

George W. Sisson, 4.0 LLC, The Sisson
Foundation Limited Partnership, Sweetgrass
Hardware, Inc., and Timarand, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-10-2444

**NOTICE OF MOTION AND MOTION
TO RECONSIDER PURSUANT TO
RULE 59(e) SCRPC**

TO: THE HONORABLE J.C. NICHOLSON, JR.
PRESIDING JUDGE, NINTH CIRCUIT
AND
G. DANA SINKLER, ESQ.
ATTORNEY FOR THE PLAINTIFFS

2013 DEC -6 PM 2:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, the Defendants George W. Sisson, 4.0, LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. will move before the Honorable J.C. Nicholson, Jr., Presiding Judge for the Ninth Circuit, within ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an Order reversing the Court's Order dated November 22, 2013, and received on December 3, 2013, by counsel for the Defendants George W. Sisson, 4.0, LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. This Motion is based upon the Court's ruling in favor of the Plaintiff as to the ineffectiveness of the Defendant Sisson's assignment of its rights in the easement to the Defendant Sweetgrass by a license agreement and the South Carolina law regarding interpretation of an easement. The Court further grants the Plaintiff the right to shut off traffic entering and/or crossing the easement for the purpose of entering the Defendant Sweetgrass'

property by whatever means that are reasonably necessary. The Order does not adequately address the requirements necessary to determine if an increased volume of traffic as a result of the License Agreement materially increased the scope of the easement and the burden on the servient estate. The Order also disregards the specific language in the easement which contemplates the rights of the Grantee to assign its rights, regardless of the material burden on the servient estate.

The standard applied to limiting the extension of "...an easement for the benefit of a particular piece of land from being extended to other tracts of land 'is to prevent an increase of the burden upon the servient estate.'" *Rhett v. Gray*, 736 S.E.2d 873, 882-883, 401 S.C. 478, 496 (Ct. App. 2012). "However, when the reason does not exist, the rule does not apply." *Rhett*, 736 S.E.2d at 883, 401 S.C. at 496. The Court relied on the personal opinion of an employee of the Plaintiff to determine if there was an increase in traffic affecting the easement. The Plaintiff's employee provided results from two random days in 2013 of counts for vehicles entering and exiting via the easement. The Plaintiff provided no information as to vehicle counts from prior years affecting the easement nor was there any determination of a vehicle's destination based on the use of the easement.

The Order in this matter does not apply a thorough analysis of a potential burden on the servient estate. "When no significant change has occurred in the use of the easement from that contemplated when it was created...the mere addition of other land to the dominant estate does not constitute an overburden or misuse of the easement." *Rhett*, 736 S.E.2d at 883, 401 S.C. at 496, citing *Carbone v. Vigliotti*, 222 Conn. 216, 610 A.2d 565, 569 (1992).

The Court disregards the specific language of the Easement Agreement that address assignment of the Grantee's rights under the Agreement. The Agreement clearly states that

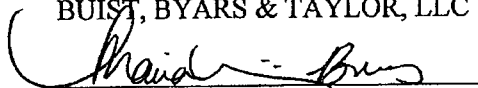
"...the easements and rights herein granted and agreed to herein are, whether determined to be appurtenant or in gross, perpetual, assignable and divisible and that the division of the Grantor's property by ownership or lease or the assignment of Grantee's rights under this Agreement, shall entitle all parties to enjoy the benefits hereby granted and shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee, as applicable." (Access Easement and Abandonment of Encroachment Permit, dated October 17, 2000, recorded in Book U358 at Page 109, Charleston County RMC). The intention of the Plaintiff and the Defendant Sisson is contained within the four corners of the Agreement. *See Rhett*, 736 S.E.2d at 880, 401 S.C. at 491. The Court ignores the language of the Easement Agreement although the document contemplates any potential assignment on its face shall not be deemed a burden on the servient estate.

The Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing.

Pursuant to Rule 11 SCRPC, counsel certifies that consultation would serve no useful purpose.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC



G. Hamlin O'Kelley, III

S.C. Bar No. 15491

Maria Kiehling Brees

S.C. Bar No. 76799

652 Coleman Blvd., Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Attorneys for the Defendants

Mt. Pleasant, South Carolina

12/4, 2013

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading was served on the following by depositing the same in the U.S. Mail, postage prepaid, at the following address on this the 4th day of December, 2013.

The Honorable J.C. Nicholson, Jr.
Presiding Judge for the Ninth Judicial Circuit
100 Broad Street, Suite 106
Charleston, SC 29401

G. Dana Sinkler, Esq.
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, SC 29402


Maria Kiehling Brees

2013 DEC -6 PM 2:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

Case No. 2011-CP-10-2444

Stow Away Storage, LLC,.....Respondent

vs.

George W. Sisson, 4.0, LLC, The Sisson Foundation Limited
Partnership, Sweetgrass Hardware, Inc., and Timarand, Inc.,

of Whom

George W. Sisson, 4.0, LLC, The Sisson Foundation Limited
Partnership, and Sweetgrass Hardware, Inc., are.....Appellants.

NOTICE OF APPEAL

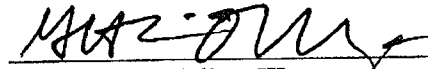
The Defendants/Appellants George W. Sisson, 4.0, LLC, The Sisson Foundation Limited
Partnership, and Sweetgrass Hardware, Inc., appeal the Orders of the Honorable J.C. Nicholson,
Jr. Granting Judgment in Favor of the Plaintiff dated November 22, 2013, and the Order Denying
Motion to Reconsider dated December 11, 2013, and received by counsel on December 17, 2013.

RECEIVED

JAN 17 2014

SC Court of Appeals

January 14, 2014



G. Hamlin O'Kelley, III
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

Other counsel of Record:

G. Dana Sinkler, Esq.
Warren & Sinkler, L.L.P.
P.O. Box 1254
Charleston, SC 29402

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

Case No. 2011-CP-10-2444

Stow Away Storage, LLC,.....Respondent

vs.

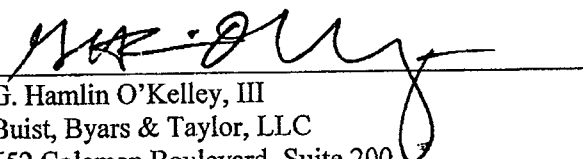
George W. Sisson, 4.0, LLC, The Sisson Foundation Limited
Partnership, Sweetgrass Hardware, Inc., and Timarand, Inc.,

of Whom

George W. Sisson, 4.0, LLC, The Sisson Foundation Limited
Partnership, and Sweetgrass Hardware, Inc., are.....Appellants.

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the Notice of Appeal has been served upon G. Dana Sinkler, counsel for the Respondent at P.O. Box 1254, Charleston, South Carolina, 29402, by United States Mail, first class, postage prepaid on the 14th day of January, 2014.


G. Hamlin O'Kelley, III
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
hamlin.okelley@buistbyars.com

RECEIVED

JAN 17 2014

SC Court of Appeals

WARREN & SINKLER, L.L.P.

ATTORNEYS AT LAW

SUITE 340

171 CHURCH STREET

POST OFFICE BOX 1254

CHARLESTON, S.C. 29402

(843) 577-0660

WWW.WARREN-SINKLER.COM

G. DANA SINKLER
JOHN H. WARREN, III
SCOTT Y. BARNES (SC & DC)
MARK S. SHARPE
ASHLEY DANTZLER WRIGHT
JACLYNN BOWER GOINGS
CAMERON SEMMES STOLL (SC & NY)
LAURA W. MOORE

FACSIMILE
(843) 577-6843

Writer's Email: jdavis@warren-sinkler.com

June 7, 2011

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464

Re: Stow Away Storage, LLC v. George W. Sisson, et al.

Dear Mr. O'Kelley:

I am enclosing herewith Plaintiff's Responses to Defendants' Requests for Admission in the captioned matter.

Yours very truly,

WARREN & SINKLER, LLP



Jo Davis
Assistant to G. Dana Sinkler

/jd
Enclosures

ROA 0305

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' REQUESTS FOR
GEORGE W. SISSON,	)	ADMISSION
4.0 LLC, THE SISSON	)	
FOUNDATION LIMITED	)	
PARTNERSHIP,	)	
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	

To: G. Hamlin O'Kelley, III, Attorney for Defendants

Pursuant to SCRPC 36, Plaintiff responds to the First Requests for Admission of Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. as follows:

1. Admit that the document attached hereto as Exhibit "A" is a true and accurate copy of an Access Easement and Abandonment of Encroachment Permit by and between Stow Aware [sic] Storage, LLC, and George Sissons a/k/a George w. Sissons.

RESPONSE: Admit.

2. Admit that the document attached hereto as Exhibit "A" was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston County.

RESPONSE: Admitted that the first page of the document "attached hereto as Exhibit 'A' was recorded in Book U358 at Page 109 in the Office of the RMC for Charleston." The entire instrument was recorded at pages 109 through 117.

3. Admit that the Plaintiff Stow Away Storage, LLC, is named as the "Grantor" in that document attached hereto as Exhibit "A".

RESPONSE: Admit.

4. Admit that George Sissons a/k/a George W. Sissons is named as the "Grantee" in that document attached hereto as Exhibit "A".

RESPONSE: Admitted that "George W. Sissons*" is named as the Grantee in the first paragraph of the document, however, the execution page, which is recorded at page 111, is signed George W. Sisson, which is the Grantee's proper name, and the asterisk is explained by "aka George W. Sissons."

5. Admit that the Plaintiff Stow Away Storage, LLC, granted the following Grant of Access Easement as set forth in Exhibit "A":

Grant of Access Easement. Grantor does hereby grant and convey unto the Grantee, his successors and assigns, forever, a non-exclusive and perpetual easement over, on and through that certain portion of Grantor's property designated and delineated as 'Access Easement for Sissons Property' and more particularly described on Exhibit B attached hereto (The "Access Easement"), for purposes of access, ingress, and egress by any and all pedestrian and passenger delivery vehicular means between Grantee's property and U.S. Highway 17.

RESPONSE: Admitted, however, the Grant contains the additional language as follows:

The Access Easement herein granted is to run through property owned by the Grantor, situate, lying, and being as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Access Easement and all rights granted in favor of Grantee herein are limited in nature and scope, such that the use of the Access Easement by Grantee shall not materially adversely affect the use, enjoyment, and operation of the Grantor or its property.

Grantor shall be responsible for maintaining the Access Easement at Grantor's sole cost and expense.

6. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement to George Sissons a/k/a George W. Sissons and his successors and assigns, forever.

RESPONSE: Admitted that that language is part of the Grant of Access Easement and that the purposes for which the easement was granted set forth in the Grant of Access Easement establish that the easement granted is an Easement Appurtenant to the property of Sisson, which is described in the complaint at paragraph 4.

7. Admit that the document attached hereto as Exhibit "A" granted the Grant of Access Easement so that the rights granted and agreed to therein "shall be perpetual and shall run with title to the Grantor's Property and the Grantee, respectively."

RESPONSE: Admitted that that language is in the second page of the Access Easement, which is Record page 110, except that the word "run" should be "run."

8. Admit that the document attached hereto as Exhibit "A" contains no restriction on assigning the Grant of Easement as

RESPONSE: Paragraph 8 is not a complete sentence and counsel for Plaintiff is not sure of the intent of the question and therefore denies the same.

9. Admit that the document attached hereto as Exhibit "A" is assignable.

RESPONSE: Denied.

10. Admit that assignment of Grantee's rights in the document attached hereto as Exhibit "A" shall not be deemed to be an unlawful increase or burden upon the Grantor's property or Grantee as applicable.

RESPONSE: As worded, paragraph 10 is denied.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

Attorney for Plaintiff

Charleston, South Carolina
June 7, 2011

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of May, 2011, I served the foregoing Plaintiff's Responses to Defendants' First Requests for Admission on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464



Jo Davis, Legal Assistant

WARREN & SINKLER, L.L.P.

ATTORNEYS AT LAW

SUITE 340

171 CHURCH STREET

POST OFFICE BOX 1254

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MARK S. SHARPE
ASHLEY DANTZLER WRIGHT
CAMERON SEMMES STOLL (SC & NY)

FACSIMILE
(843) 577-6843

Writer's Email: jdavis@warren-sinkler.com

July 13, 2012

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464

Re: Stow Away Storage, LLC v. George W. Sisson, et al.

Dear Mr. O'Kelley:

I am enclosing herewith Plaintiff's Answers to Defendants' First Interrogatories and Responses to Defendants' First Requests for Production in the captioned matter.

Yours very truly,

WARREN & SINKLER, LLP



Jo Davis
Assistant to G. Dana Sinkler

/jd
Enclosures

ROA 0311

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
	)	
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S ANSWERS TO
	)	DEFENDANTS' FIRST
GEORGE W. SISSON,	)	INTERROGATORIES
4.0 LLC, THE SISSON	)	
FOUNDATION LIMITED	)	
PARTNERSHIP,	)	
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	

To: G. Hamlin O'Kelley, III, Attorney for Defendants

Pursuant to SCRCP 33, Plaintiff answers the First Interrogatories of Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. as follows:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

E.L. (Bert) Pooser, III
One Surrey Court
P.O. Box 21427
Columbia, SC 29221-1427

Allison B. Walshe
Manager, Stow Away Storage
2988 U.S. Highway 17 N
Mt. Pleasant, SC 29466

George W. Sisson
Sisson Scale & Equipment Company
3018 Hwy. 17 North
Mt. Pleasant, SC 29466

JuLeigh B. Fleming
SCDOT – District 6
6355 Fain Blvd.
N. Charleston, SC 29406-4989

Frank Fletcher
Sweetgrass Hardware, Inc. (Party to suit as a Defendant)
3008 N. Highway 17
Mt. Pleasant, SC 29466

Richard L. Turner, P.E.
Resident Maintenance Engineer
SCDOT
2401 Maintenance Way
N. Charleston, SC 29408

No written or recorded statements have been taken.

2. Set forth a list of photographs, plats, sketches or other prepared documents
in possession of the party that relates to the claim or defense in the case.

ANSWER: In addition to the documents that were attached to the complaint as
exhibits, Plaintiff has the following documents in its possession:

PLATS
Book BE, page 79, recorded June 13, 1985
Book BV, page 76, dated February 22, 1989
Book CO, page 8, recorded October 20, 1993
Plat of Stow Away Storage's Property dated March 2, 1999
Plat of Boat Storage and Self-Storage Facility Conceptual Master Plan dated June 24, 1999
Book ED, page 788, recorded February 9, 2000

Book EE, page 33, recorded May 25, 2000
Topographic and Boundary Survey, Lot A, dated January 30, 2007
Xerox of portion of plat showing intersection of Porcher Bluff Road and U.S. Highway 17
Small plat showing lots of Timarand, Sisson Foundation and Stow Away Storage

DEEDS
Ferdinand Gregorie, Jr. to Oakland Associates, Book C145, page 454, recorded May 8, 1985
Oakland Associates to Hibri, Book C146, page 698, recorded June 26, 1985
Master Deed, Book G189, page 263, recorded December 8, 1989 with plat attached
Hibri to Timarand, Book X209, page 316, recorded January 23, 1992
Hibri to Sisson, Book Y258, page 627, recorded August 24, 1995
Buffalo Creek Land Company to Stow Away Storage, Book Z328, page 662, June 22, 1999
George Sisson to 4.0 LLC, Book V431, page 449, recorded January 6, 2003
George Sisson to Double G Foundation, Book V431, page 453, recorded January 6, 2003
Double G foundation to Sisson Foundation, Book A447, page 099, recorded May 2, 2003
Double G Foundation to Sisson Foundation, Book A447, page 103, recorded May 2, 2003

LETTERS AND EMAILS
Email Allison Walshe to Bert Pooser dated September 27, 2007
Email Juleigh Fleming of SCDOT to Bert Pooser dated October 17, 2007 with email from Allison Walshe of Stow Away, dated October 17, 2007, attached
Email Bert Pooser to Juleigh Fleming dated April 9, 2008
Email Juleigh Fleming to Bert Pooser dated April 10, 2008
Letter Bert Pooser to Robert Clark, SCDOT Engineering District 6 dated June 2, 2008
Letter Richard Turner, SCDOT Resident Maintenance Engineer, to Bert Pooser dated June 20, 2008
Email Allison Walshe to Bert Pooser dated July 2, 2008
Email Allison Walshe to Bert Pooser dated October 21, 2008
Email Allison Walshe to Bert Pooser dated November 25, 2008
Letter Bert Pooser to George Sisson dated January 6, 2009
Letter Richard Turner to Bert Pooser and George Sisson dated June 19, 2009

OTHER DOCUMENTS
Application for Encroachment Permit
Ordinance Providing for Annexation of Sweetgrass Hardware by Town of Mt. Pleasant
Photocopies of signs posted on Stow Away's property
Photograph of area
Photocopies of photos of the area
Photocopies of aerial photos of the area

Real Property Record sheets
List of damages and costs associated with the driveway use by Sweetgrass Hardware

3. Set forth the name of all insurance companies which have liability insurance coverage relating to the claims or counterclaims set forth in the case and the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: None.

4. Set forth an itemized statement of damages claimed to have been sustained by the party.

ANSWER: See list of damages and costs associated with the driveway use by Sweetgrass Hardware attached. In addition, Plaintiff is entitled to attorney's fees and costs against George Sisson and his LLCs under the doctrine of Equitable Indemnity. To date, the Plaintiff has incurred costs and attorney's fees totaling \$42,052.25 and such fees and expenses will continue until the case is terminated. The Plaintiff is also entitled to expenses and damages sustained by it by virtue of the Defendant Sweetgrass Hardware, Inc.'s tortious interference with its contractual rights with George Sisson and its wrongful assignment and delegation of access to its customers pursuant to a license that, by its terms and by the law of licenses, was not assignable.

5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

ANSWER: Plaintiff has not, at this time, retained any expert witness but reserves the right to do so prior to trial.

6. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: The knowledge of the various witnesses is apparent from the emails identified in interrogatory number 2 above.

7. Set forth the names and addresses of any and all members of Stow Away Storage, LLC, from the time of its incorporation to the present.

ANSWER: E.L. Pooser, Jr. and E.L. Pooser, III, One Surrey Court, Columbia, SC 29212.

8. Set forth a list of all employees or agents of Stow Away Storage, LLC, from the time of its incorporation to the present.

ANSWER:

Kathy Drake
Norlene Douglas
Peter Rouse
Allison B. Walshe

9. Set forth a list of any and all documents, letters, notes, memoranda, facsimiles, electronic mailings (e-mails) or other documents of any nature by and between Stow Away Storage, LLC, and the Town of Mt. Pleasant from July 13, 1999, to the present.

ANSWER: None.

10. Set forth a list of any and all documents, letters, notes, memoranda, facsimiles, electronic mailings (e-mails) or other documents of any nature by and between Stow Away Storage, LLC, and the South Carolina Department of Transportation or its predecessor the South Carolina Department of Highways and Public Transportation.

ANSWER: See answer to interrogatory number 2.

11. Set forth the terms and conditions of any and all agreements by and between Stow Away Storage, LLC, and the Town of Mt. Pleasant regarding any road or access to go over the property of Stow Away Storage, LLC, and to be built by the Town of Mt. Pleasant.

ANSWER: None.

12. Set forth the terms and conditions of any and all agreements by and between Stow Away Storage, LLC, and the South Carolina Department of Transportation regarding any road or access to go over the property of Stow Away Storage, LLC, and to be built by the South Carolina Department of Transportation.

ANSWER: None.

13. Set forth the terms and conditions of any and all contracts by and between Stow Away Storage, LLC, and any party or entity regarding the access complained of in their Complaint.

ANSWER: None.

14. Set forth a list of all litigation in which Stow Away Storage, LLC has been a party during the last five (5) years.

ANSWER: None.

15. Set forth a list of any and all documents which the Plaintiff proposes to use at the trial of this case.

ANSWER: Any or all of the documents attached to the complaint and any or all of the documents identified in response to interrogatory number 2.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

Attorney for Plaintiff

Charleston, South Carolina

July 13, 2012

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of July, 2012, I served the foregoing Plaintiff's Answers to Defendants' First Interrogatories on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464



Jo Davis, Legal Assistant

Driveway Expense Summary

9/19/07	Removed rope and posts in parking lot and installed concrete curb	2,000.00
10/9/07	Trespassing signage at entrance Signs, posts, hardware, and labor	568.21
Sept. - Nov. 2007	Installation of concrete landscape boxes on both sides of driveway entrance Materials and labor	1,890.32
1/4/08	Curb along bushes at left of parking lot and along front entrance at concrete landscape boxes	1,826.00
Early 2008?	Purchase of swing gate Installation of swing gate	Invoice at corporate _____
6/26/08	Removal of swing gate support post on right of curve at driveway entrance in preparation for increase in radius	60.00
7/7/08	Removal of rope and posts at curve in preparation for bollard post installation and increase in radius	112.50
8/22/08-11/25/08	Installation of 3 bollard posts at right side of entrance Materials and labor	1,034.81
September 2008	Contracted James White Construction to increase radius in asphalt turning right in driveway after entering	2,700.00
November 2008	Installed Swing Gate at curve on right of entrance Labor only - re-installation after radius increase	300.00
5/8/09	Signage for entering and exiting traffic driving through Stowaway property at curve shared with Sisson at entrance	192.00
	Signage hardware and posts	160.54
9/18/09	Speed bump at curve shared with Sisson at entrance on right as entering	1,425.54
Need invoices for Bert's legal related travel, attorney's fees, filing costs		_____
Total <u>not</u> including expenses paid directly from corporate		12,269.92

The following is a list of modifications to Stowaway Storage's property after Ace Hardware began developing their store, and necessary due to damage caused by the Ace-imposed increase in traffic from their contractors, customers, and employees.

Note: In all instances listed below, the actions and/or subsequent property damage were either witnessed personally by Stowaway Storage personnel or through Stowaway Storage's video monitoring system. Where it is stated that Ace Hardware's contractors, customers, and/or employees were the individuals committing the acts of property damage, those individuals were also observed leaving Stowaway's driveway and immediately entering Ace Hardware's property, and eventually either parking in their parking lot or at the back of their building at the end of Sisson's dirt road.

Landscape appearance prior to the development of Ace Hardware

Prior to Ace developing their facility, decorative rope and wood posts were lined around Stowaway Storage's sign up to Sisson's property line at the cut-over to what was at that time Sisson's dirt road, and down both sides of Stowaway's driveway, covering the entire length from Stowaway Storage's Hwy 17 property line to its parking lot on the left, and to the barrier arm on the right. Ace's building contractors and vendors, and eventually their customers, were observed many times a day making reckless u-turns at all points in the driveway when they realized there was no access from Stowaway's driveway (those that were unaware that Sisson's dirt road looped around the back of Ace). On many occasions, these same individuals were also observed either hitting the posts with their vehicles and breaking them off at the base, or catching the rope on their trailer hitch and tearing it out of the posts. As a result of the drastic increase of Ace-imposed traffic and subsequent property damage directly caused by its contractors, vendors, and/or customers, Stowaway Storage very quickly was forced into modifying many aspects of its driveway and landscaping.

1. Hwy 17 Entrance Signage

After consulting with Charleston County Sheriff's Department in September of 2007, Stowaway Storage was given the language required on signage to enforce trespassing charges. Per Lieutenant Jack Scarborough formerly of the Charleston County Sheriff's Department, Traffic Control Division, we had to have signage at our property corners stating that the property was private, under the jurisdiction of the sheriff's department, and that trespassers would be prosecuted. We had signage installed on both sides of the driveway near the property corners, facing incoming traffic from as far out as we could place it without entering the D.O.T. right of way.

2. Landscape on right side of driveway at barrier arm, and just before parking lot at last bush on left

During the development of Ace Hardware, Ace's contractors, vendors, and/or customers were routinely observed driving to Stowaway's parking lot to turn around (when they weren't randomly making reckless u-turns at all points in the driveway). On a number of those occasions they were also observed backing over the grass behind them and either catching the rope on their trailer hitch, or backing into a post and breaking it off at the base, or backing out of the parking lot at the first space on the left and running over the bush on the left with their left front tire. We had to remove the posts and rope opposite the parking lot, and install concrete curbs on both sides of the driveway at the parking lot to keep the Ace-imposed increase in traffic from destroying the grass, bushes, rope and posts.

3. Decorative shrubbery and grass on both sides of driveway at entrance

The bushes around the sign and to the left of the driveway entrance were on the ground and were not surrounded by any type of protective barrier prior to the development of Ace Hardware. Ace contractors, vendors, customers, and employees were routinely observed driving over them as they rounded the curve with their vehicles and/or towed trailers, both after turning in from Hwy 17 towards Sisson's dirt road, and when leaving from Ace on Sisson's dirt road, turning right (south) on Hwy 17 out of Stowaway's driveway. We had to install concrete cinder-block, raised boxes to protect the landscaping on both sides of the entrance. We had to tear out the dead or dying bushes and the remaining living bushes to do so, and replaced with new topsoil and shrubbery once the boxes were built. We also had to install a curb adjacent to the exiting side of the driveway to

keep Ace contractors, vendors, customers, and employees from running into the newly installed cinder-block landscape beds.

4. Installation of swing-gate

Upon the unpermitted paving of approximately 50 or so yards of Sisson's dirt road, and after the installation of an unpermitted gate on the side of Ace Hardware's property, and in an attempt to force Ace contractors, vendors, customers and employees to cease using Stowaway Storage's driveway, a swing-style gate attached to large, metal support posts was installed on Stowaway Storage's property, in the area adjoining Sisson's property line at the cut-over to his dirt road. The swing gate was closed and locked after installation, and multiple keys were sent via Fedex to George Sisson for his continued use of the easement.

5. Landscape between sign and first swing-gate post on right

We removed the rope and posts around Stowaway's sign as part of the swing-gate installation. Once the swing gate was installed and closed, Ace customers and employees started driving through the grass between the sign and first swing-gate metal support post to access Sisson's dirt road. We had to install three concrete bollard posts between the sign and swing-gate support post to try to force Ace's contractors, vendors, employees, and customers stop running over Stowaway's grass, and to prevent them from running into the cinder-block landscaping box surrounding the sign.

6. Signage at property line adjoining Sisson's former dirt road

Upon realizing that Ace Hardware was not going to comply with the D.O.T., Stowaway Storage placed additional signage facing both directions in that part of the driveway currently being used by Ace's customers, vendors, and employees, and which belongs to Stowaway Storage. The signage advises the general public as to whom the property belongs to, and that anyone entering or exiting for anything other than Stowaway Storage business, or a Sisson Scale vehicle using the easement, is trespassing. We felt this signage was necessary due to the overwhelming number of their customers, vendors, and employees that have no regard for Stowaway's property rights, and have no regard for the safe right of way belonging to Stowaway Storage customers, vendors, and employees.

7. Speed bump on Stowaway's portion of the cut-over to Sisson's former dirt road

After George Sisson threatened legal action against Stowaway Storage for violation of the easement agreement, and in compliance with D.O.T. instructions, Stowaway Storage opened the newly installed swing-gate. Since the opening of that gate, Ace contractors, vendors, customers, and employees, routinely, many times a day, six days a week, Monday through Friday, from opening until closing, speed across the cut-over to Sisson's former dirt road for the purpose of accessing or exiting the unpermitted Ace gate. They do so, still to this day, without reading any signage, and without looking to their left or right for Stowaway Storage's rightful traffic. We had to install a speed bump the width of the cut-over to Sisson's former dirt road as an attempt to create a safer right-of-way for Stowaway Storage's customers.

8. Increase in radius in portion of driveway shared with Sisson Scale

In September of 2008, the asphalt portion of the curve in Stowaway's driveway shared through an easement with Sisson Scale expanded the radius of the curve to accommodate Sisson Scale vehicles.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CIVIL ACTION NO.: 2011-CP-10-2444
STOW AWAY STORAGE, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' FIRST REQUESTS
GEORGE W. SISSON,	)	FOR PRODUCTION
4.0 LLC, THE SISSON	)	
FOUNDATION LIMITED	)	
PARTNERSHIP,	)	
SWEETGRASS HARDWARE,	)	
INC. AND TIMARAND, INC.,	)	
	)	
Defendants.	)	

To: G. Hamlin O'Kelley, III, Attorney for Defendants

Pursuant to SCRCP 34, Plaintiff responds to the First Requests for Production of Defendants George W. Sisson, 4.0 LLC, The Sisson Foundation Limited Partnership, and Sweetgrass Hardware, Inc. as follows:

1. Provide copies of all documents listed in the Plaintiff's Answers to the Defendants' Interrogatories served contemporaneously herewith.

RESPONSE: The documents listed in Plaintiff's answer to Defendants' Interrogatory number 2 will be made available to Defendants for review and copying at the office of Plaintiff's counsel at a mutually convenient time.

2. Provide copies of all plats, deeds, diagrams or other documents referencing and describing the property described in the Plaintiff's Complaint.

RESPONSE: See response to number 1 above.

3. Provide copies of all agreements by and between the Plaintiff and either the Town of Mt. Pleasant and/or the South Carolina Department of Transportation.

RESPONSE: Plaintiff states that it has no responsive documents.

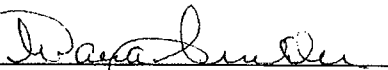
4. Provide copies of all agreements by and between the Plaintiff and any third party not described in the Plaintiff's Complaint regarding access over and to the property described in the Plaintiff's Complaint.

RESPONSE: Plaintiff states that it has no responsive documents.

5. Provide copies of all documents which the Plaintiff proposes to use at the trial of this case.

RESPONSE: In addition to any documents Defendants may produce, Plaintiff may use any or all of the documents listed in answer to Interrogatory number 2.

WARREN & SINKLER, L.L.P.
Post Office Box 1254
Charleston, SC 29402
(843) 577-0660

By: 
G. DANA SINKLER

Attorney for Plaintiff

Charleston, South Carolina

July 13, 2012

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of July, 2012, I served the foregoing Plaintiff's Responses to Defendants' First Requests for Production on all counsel of record by mailing a copy of the same, postage prepaid, addressed as follows:

G. Hamlin O'Kelly, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464


Jo Davis, Legal Assistant

Hamlin O'Kelley

From: gekko67@gmail.com on behalf of Mark Samber <mark@longwavellc.com>
Sent: Tuesday, April 24, 2012 4:30 PM
To: Hamlin O'Kelley
Subject: Next steps

Hamlin,

I got your email but this is a better account for me. Please go ahead and delete the charleston@oilandvinegarusa.com address so you don't inadvertently email that as I will soon lose access to it.

I spoke with my father last night and he just wants to know what you think the \$5K retainer will cover. Obviously the answer to the suit, but what additionally do you think that will cover? I realize you can't put a limit on the overall cost of settling this issue but if you can provide me with an idea of how far the retainer will go (ie, filing countersuit, negotiations, etc) it will help frame things.

Also, in terms of the countersuit, the amounts that we'd like to recover are the following:

\$315,000 investment by Richard A. Samber

\$35,000 investment by Mark Samber

\$102,000 future salary for Mark Samber. Equals \$6,000 per month salary x 17 months remaining on the lease until we reach the 3 yr kick out (Jan 2012 until May 2013).

I can have a check to you tomorrow, pending your response.

Thanks,
Mark

--
Mark Samber
LongWave Consulting LLC

636-G Longpoint Rd #74
Mt Pleasant, SC 29464
843-406-5957

\$ 3,099.46 security deposit

Gross negligence - 10.05 of lease

20.01 - Complaint of Quint Egozuit

21.15 - attorney's fees

Charleston County
Sheriff's Office

Receipt#: 7117
Date of Request: 5/11/2011

Received From: BUSIT, BYARS

Amount Paid \$13.5

Type of Request: FOIA Receipt Issued By Last Name: FLINT

Request From: FOIA Receipt Issued By First Name: PAULA

Pay Type Checks Case #: 2010-005205

Number of Copies: 1
Comments:

ROA 0327

INCIDENT REPORT

SC0100000		DISPATCH NUMBER 2010-006206		ORIGINAL CASE NUMBER N/A		PAGE 1 OF 4 PAGES		NO. ENTRY		NO. EXT.		
EVEN	1. HIT AND RUN			INCIDENT CODE	COMPLETED ☒ YES ☐ NO	FORCED ENTRY ☐ YES ☒ NO	PREMISE TYPE BUSINESS		TYPE VICTIM ☒ INDIVIDUAL ☐ BUSINESS ☐ FINANCIAL INST. ☐ GOVERNMENT ☐ RELIG. ORG. ☐ SOC. PUB. ☐ OTHER ☐ UNKNOWN ☐ POLICE OFF.			
	2. N/A				☐ YES ☐ NO	☐ YES ☐ NO	N/A					
	3. N/A				☐ YES ☐ NO	☐ YES ☐ NO	N/A					
	INCIDENT LOCATION: 2988 HIGHWAY 17 NORTH MOUNT PLEASANT, SC			ZIP CODE 29466	WEAPON TYPE VEHICLE							
BEGINNING INCIDENT DATE 03/27/10		24 HR. CLOCK 1045	ENDING INCIDENT DATE 03/27/10		24 HR. CLOCK 1060	DISP. DATE 03/27/10	DISP. TIME 1054	TIME ARRIVED 1106	DEPART. TIME 1110	TRACY # 607-G		
COMPLAINANT	NAME: (LAST, FIRST, MIDDLE) WALSH, ALLISON B			RELATIONSHIP TO SUBJECT STRANGER		RESIDENTIAL J	SEX W	AGE 50	DOB 01/31/60	ETH N		
	HEIGHT 608			WEIGHT 155	HAIR BRO	EYES BRO	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. N/A			DRIVERS LIC / ID & STATE SC#008073593		
	ADDRESS # 2988			STREET NAME HIGHWAY 17 NORTH		CITY MOUNT PLEASANT	STATE SC	ZIP CODE 29466	DAY PHONE 843-849-8110	EVENING PHONE 843-849-8110		
	OCCUPATION MANAGER			EMPLOYER STOW AWAY STORAGE		ALIAS N/A		NIC # N/A				
VICTIM #1	NAME: (LAST, FIRST, MIDDLE) N/A			RELATIONSHIP TO SUBJECT		RESIDENTIAL J	SEX	AGE	DOB	ETH		
	HEIGHT XXX			WEIGHT XXX	HAIR XXX	EYES XXX	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.			DRIVERS LIC / ID & STATE		
	ADDRESS #			STREET NAME		CITY	STATE	ZIP CODE	DAY PHONE	EVENING PHONE		
	☐ VISIBLE INJURY ☐ NO ☐ YES EXPLAIN OCCUPATION			☐ COMPLAINT OF NON-ASSAULT INJURY ☐ NO ☐ YES EMPLOYER		USING ALCOHOL ☐ NO ☐ YES ☐ UNK DRUGS ☐ NO ☐ YES ☐ UNK TYPE		☐ TWO-WHEEL VEHICLE ☐ DEFENSIVE PLANT ☐ ALONE ☐ CHARIOT VEHICLE ☐ OTHER ☐ ADMITTED				
SUSPECT #1	NAME: (LAST, FIRST, MIDDLE) N/A			RELATIONSHIP TO SUBJECT		RESIDENTIAL J	SEX	AGE	DOB	ETH		
	HEIGHT XXX			WEIGHT XXX	HAIR XXX	EYES XXX	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.			DRIVERS LIC / ID & STATE		
	ADDRESS #			STREET NAME		CITY	STATE	ZIP CODE	DAY PHONE	EVENING PHONE		
	☐ VISIBLE INJURY ☐ NO ☐ YES EXPLAIN OCCUPATION			☐ COMPLAINT OF NON-ASSAULT INJURY ☐ NO ☐ YES EMPLOYER		USING ALCOHOL ☐ NO ☐ YES ☐ UNK DRUGS ☐ NO ☐ YES ☐ UNK TYPE		☐ TWO-WHEEL VEHICLE ☐ DEFENSIVE PLANT ☐ ALONE ☐ CHARIOT VEHICLE ☐ OTHER ☐ ADMITTED				
SPRINT	(A) CHARGE N/A			(C) CHARGE								
	(B) CHARGE			(D) CHARGE								
NARRATIVE	(MOUNT PLEASANT) ON 03/27/10 R/D WAS DISPATCHED TO THE ABOVE ADDRESS(ACE HARDWARE) IN REFERENCE TO A HIT AND RUN INCIDENT. UPON ARRIVAL, R/D COULD NOT LOCATE ANY INDIVIDUALS INVOLVED IN THE APPARENT INCIDENT. R/D SEARCHED THE PARKING LOT FOR THE COMPLAINANT AND/OR VICTIM HOWEVER COULD NOT LOCATE ANYONE. R/D THEN HAD CHARLESTON COUNTY COMMUNICATIONS ATTEMPT TO CONTACT THE LATER IDENTIFIED COMPLAINANT ALLISON WALSH. R/D WAS NOTIFIED THAT ATTEMPTS WERE MADE TO CONTACT WALSH, HOWEVER THE ATTEMPTS MET WITH NEGATIVE RESULTS. AT THIS TIME R/D MET WITH SUBJECT#1 JUDITH STERRETT WHO STATED SHE WAS INVOLVED IN THE INCIDENT. STERRETT STATED THAT SHE HAD MADE A LEFT HAND TURN AT THE TRAFFIC LIGHT AT PORCHERS BLUFF ROAD AND HIGHWAY 17 NORTH IN AN ATTEMPT TO GET TO WORK(ACE HARDWARE). WHEN SHE MADE HER WAY TO THE ACCESS ROAD SHE OBSERVED THAT THE GATE WAS CLOSED. ACCORDING TO STERRETT,											
	TYPE (GROUP) N/A STOLEN DAMAGED BURNED RECOVERED SEIZED											
	TOTAL VALUE JURISDICTION OF TRAFFIC LAW ENFORCEMENT AGENCY N/A											
	ROA 0328											
ADMINISTRATIVE	SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		☒ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER		☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER			
	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY											
	REPORTING OFFICER(S) GURRIERI, M		DATE 03/28/10		BADGE NUMBER 10127		APPROVING OFFICER S/SGT. N. MORRIS		DATE 03/28/10		BADGE NUMBER 8462	
							FOLLOW-UP OFFICER					

ORIGINAL COPY

CHARLESTON COUNTY SHERIFF'S OFFICE
3505 PINEHAVEN DRIVE * CHARLESTON HEIGHTS, S.C. 29405-7789 * (843) 202-1700

J. Al Cannon, Jr.

PERSON SUPPLEMENT

SC0100000		DISPATCH NUMBER 2010-005205		ORIGINAL CASE NUMBER N/A		PAGE 2 OF 4 PAGES		N/A		N/A		N/A	
☒ ORIGINAL REPORT ☐ MODIFIES REPORT		☐ SUPPLEMENTAL REPORT ☐ CASE STATUS CHANGE		☐ ADDITIONAL VICTIMS ☐ ADDITIONAL OFFENDERS		☐ ADDITIONAL WITNESSES ☐ ADDITIONAL SUBJECTS		☐ ADDITIONAL STOLEN PROPERTY ☐ ADDITIONAL RECOVERED PROPERTY					
SUBJ ID		NAME (LAST, FIRST, MIDDLE) STERRETT, JUDITH CARTER		RELATIONSHIP TO SUBJECT N/A		RESIDENTIAL J		SEX W		AGE 63		DOB 9/30/46	
SUBJ ID		HEIGHT/WEIGHT 504/165		HAIR BRO		EYES BRO		FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. N/A		DRIVERS LIC/ID & STATE SC		SOCIAL SECURITY # SC#003291711	
SUBJ ID		ADDRESS # 1523		STREET NAME BARQUETINE DRIVE		CITY MOUNT PLEASANT		STATE SC		ZIP CODE 29464		DAY PHONE 884-0407	
SUBJ ID		OCCUPATION RETAIL		EMPLOYER ACE HARDWARE		ALIAS N/A		NIC # N/A					
SUBJ ID		(A) CHARGE N/A		(C) CHARGE									
SUBJ ID		(B) CHARGE		(D) CHARGE									
SUBJ ID		NAME (LAST, FIRST, MIDDLE) UNKNOWN		RELATIONSHIP TO SUBJECT STRANGER		RESIDENTIAL U		SEX W		AGE 60		DOB UNK	
SUBJ ID		HEIGHT/WEIGHT 510/160		HAIR GRY		EYES N/A		FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. GLASSES		DRIVERS LIC/ID & STATE UNK		SOCIAL SECURITY # UNKNOWN	
SUBJ ID		ADDRESS # UNKNOWN		STREET NAME UNKNOWN		CITY UNKNOWN		STATE UNK		ZIP CODE UNK		DAY PHONE UNKNOWN	
SUBJ ID		OCCUPATION UNKNOWN		EMPLOYER UNKNOWN		ALIAS N/A		NIC # N/A					
SUBJ ID		(A) CHARGE N/A		(C) CHARGE									
SUBJ ID		(B) CHARGE		(D) CHARGE									
SUBJ ID		NAME (LAST, FIRST, MIDDLE) N/A		RELATIONSHIP TO SUBJECT N/A		RESIDENTIAL J		SEX W		AGE 60		DOB UNK	
SUBJ ID		HEIGHT/WEIGHT XXXX/XXXX		HAIR XXXX		EYES XXXX		FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. XXXX		DRIVERS LIC/ID & STATE UNK		SOCIAL SECURITY # UNKNOWN	
SUBJ ID		ADDRESS # UNKNOWN		STREET NAME UNKNOWN		CITY UNKNOWN		STATE UNK		ZIP CODE UNK		DAY PHONE UNKNOWN	
SUBJ ID		OCCUPATION UNKNOWN		EMPLOYER UNKNOWN		ALIAS N/A		NIC # N/A					
SUBJ ID		(A) CHARGE N/A		(C) CHARGE									
SUBJ ID		(B) CHARGE		(D) CHARGE									
SHE WAS MET BY AN UNKNOWN FRANTIC WOMEN IN THE ROADWAY WHO WAS YELLING AT HER, INSTRUCTING HER THAT SHE COULD NOT USE THE ROAD. STERRETT STATED WHILE ATTEMPTING TO TURN HER VEHICLE AROUND, FOR AN UNKNOWN REASON, THE WOMEN INTENTIONALLY BUMPED INTO HER CAR AND STARTED STATING "HIT AND RUN, HIT AND RUN, IM GOING TO CALL THE POLICE". STERRETT STATED AT THIS TIME AN UNKNOWN MALE CAME OVER TO THE UNKNOWN WOMAN AND PULLED HER ASIDE, STATING "CMON ALLISON, JUST LET IT GO". AT THIS TIME R/D CLEARED THE CALL DUE TO THE COMPLAINANT NOT BEING ON SCENE AND CHARLESTON COUNTY COMMUNICATIONS NOT BEING ABLE TO MAKE CONTACT WITH HER. R/D CLEARED THE CALL HOWEVER STAYED ON SCENE FOR SEVERAL MINUTES IN CASE THE COMPLAINANT ARRIVED ON SCENE OR CONTACTED CHARLESTON COUNTY COMMUNICATIONS. THE COMPLAINANT DID NOT ARRIVE ON SCENE, NOR CONTACT CHARLESTON COUNTY COMMUNICATIONS UNTIL APPROXIMATELY TWO TO THREE													
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY													
REPORTING OFFICER(S) GURRIERI, M				DATE 3/28/2010		BADGE NUMBER 10127		APPROVING OFFICER 3/SGT. N. MORRIS		DATE 3/28/2010		BADGE NUMBER 8462	
FOLLOW-UP INVESTIGATION				☐ YES ☐ NO									

ORIGINAL COPY

ROA 0329

J. Al Cannon
SHERIFF

ARTICLE SUPPLEMENT

SC0100000		DISPATCH NUMBER 2010-005206	ORIGINAL CASE NUMBER N/A	PAGE 3 OF 4 PAGES	NCIC ENTRY	ENT.	
☒ ORIGINAL REPORT ☐ MODIFIES ORIGINAL ☐ SUPPLEMENTAL REPORT ☐ CASE STATUS CHANGE ☐ ADDITIONAL STOLEN PROPERTY ☐ ADDITIONAL RECOVERED PROPERTY							
VEH. : GUN : ETC.	STATUS	TYPE	LICENSE/REGISTRATION NO.	BOAT HULL NO. OR VIN NO.			
	☐ STOLEN	☒ VEHICLE	EPZ144	1FMCU02154DA19533			
	☐ RECOVERED	☐ GUN	SERIAL #	N/A			
	☐ FOUND	☐ BOAT	YEAR OF REGISTRATION	YEAR OF EXPIRATION	YEAR	MAKE	
	☐ VICTIM	☐ LICENSE PLATE	2010	2011	2004	FORD	
	☐ SUSPECT	☐ SECURITIES/BONDS, STOCKS	MODEL	STYLE	BRAND NAME	COLOR	
		☐ ARTICLE	ESCAPE	4S	FORD	BLUE	
			NIC NO.	DENOMINATION	ISSUER	SECURITIES DATE	
			N/A	N/A	N/A	N/A	
	☐ TOWED	NO	JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY	N/A	JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	N/A	
VEH. : GUN : ETC.	STATUS	TYPE	LICENSE/REGISTRATION NO.	BOAT HULL NO. OR VIN NO.			
	☐ STOLEN	☐ VEHICLE	N/A				
	☐ RECOVERED	☐ GUN	SERIAL #	OWNER APPLIED #			
	☐ FOUND	☐ BOAT	YEAR OF REGISTRATION	YEAR OF EXPIRATION	YEAR	MAKE	
	☐ VICTIM	☐ LICENSE PLATE	MODEL	STYLE	BRAND NAME	COLOR	
	☐ SUSPECT	☐ SECURITIES/BONDS, STOCKS	NIC NO.	DENOMINATION	ISSUER	SECURITIES DATE	
		☐ ARTICLE					
	☐ TOWED		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY		
	VEH. : GUN : ETC.	STATUS	TYPE	LICENSE/REGISTRATION NO.	BOAT HULL NO. OR VIN NO.		
		☐ STOLEN	☐ VEHICLE	N/A			
☐ RECOVERED		☐ GUN	SERIAL #	OWNER APPLIED #			
☐ FOUND		☐ BOAT	YEAR OF REGISTRATION	YEAR OF EXPIRATION	YEAR	MAKE	
☐ VICTIM		☐ LICENSE PLATE	MODEL	STYLE	BRAND NAME	COLOR	
☐ SUSPECT		☐ SECURITIES/BONDS, STOCKS	NIC NO.	DENOMINATION	ISSUER	SECURITIES DATE	
		☐ ARTICLE					
☐ TOWED			JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY		
VEH. : GUN : ETC.		STATUS	TYPE	LICENSE/REGISTRATION NO.	BOAT HULL NO. OR VIN NO.		
		☐ STOLEN	☐ VEHICLE	N/A			
	☐ RECOVERED	☐ GUN	SERIAL #	OWNER APPLIED #			
	☐ FOUND	☐ BOAT	YEAR OF REGISTRATION	YEAR OF EXPIRATION	YEAR	MAKE	
	☐ VICTIM	☐ LICENSE PLATE	MODEL	STYLE	BRAND NAME	COLOR	
	☐ SUSPECT	☐ SECURITIES/BONDS, STOCKS	NIC NO.	DENOMINATION	ISSUER	SECURITIES DATE	
		☐ ARTICLE					
	☐ TOWED		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY		
	VEH. : GUN : ETC.	STATUS	TYPE	LICENSE/REGISTRATION NO.	BOAT HULL NO. OR VIN NO.		
		☐ STOLEN	☐ VEHICLE	N/A			
☐ RECOVERED		☐ GUN	SERIAL #	OWNER APPLIED #			
☐ FOUND		☐ BOAT	YEAR OF REGISTRATION	YEAR OF EXPIRATION	YEAR	MAKE	
☐ VICTIM		☐ LICENSE PLATE	MODEL	STYLE	BRAND NAME	COLOR	
☐ SUSPECT		☐ SECURITIES/BONDS, STOCKS	NIC NO.	DENOMINATION	ISSUER	SECURITIES DATE	
		☐ ARTICLE					
☐ TOWED			JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY		
REMARKS		HOURS LATER WHEN ANOTHER DEPUTY RESPONDED TO THE INCIDENT LOCATION. IT WAS AT THIS TIME THE COMPLAINANT WAS IDENTIFIED AS ALLISON WALSH, THE MANAGER OF STOW AWAY STORAGE. COMPLAINANT WALSH STATED SHE OBSERVED BOTH DEPUTIES ON SCENE AT ACE HARDWARE, HOWEVER DID NOT FLAG THEM DOWN. TO FOLLOW UP ON THE INCIDENT R/D MADE CONTACT WITH SUBJECT STERRETT AT HER RESIDENCE ON 03/28/10 TO GET A MORE IN-DEPTH ACCOUNT OF THE INCIDENT DUE TO COMPLAINANT WALSH REQUESTING A FURTHER INVESTIGATION INTO THE INCIDENT. R/D MET WITH STERRETT WHO PROVIDED A MORE IN-DEPTH					
ADMINISTRATIVE	SUBJECT IDENTIFIED		SUBJECT LOCATED		☒ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		
	☒ YES ☐ NO		☒ YES ☐ NO		☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER ☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER		
	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY						
	REPORTING OFFICER(S)		DATE	BADGE NUMBER	APPROVING OFFICER	DATE	BADGE NUMBER
GURRIERI, M		03/28/10	10127	S/SGT. N. MORRIS	03/28/10	8462	
FOLLOW-UP INVESTIGATION ☐ NO ☐ YES							

ROA 0330

INCIDENT SUPPLEMENT

SC0100000	DISPATCH NUMBER 2010-005205	ORIGINAL CASE NUMBER N/A	PAGE 4 OF 4 PAGES	NOV ENTRY	NR	EXT
☒ ORIGINAL ☒ REPORT ☐ MODIFIES ☐ ORIGINAL	☐ SUPPLEMENTAL ☐ REPORT ☐ CASE STATUS ☐ CHANGE	☐ ADDITIONAL ☐ VICTIMS ☐ ADDITIONAL ☐ OFFENDERS	☐ ADDITIONAL ☐ WITNESSES ☐ ADDITIONAL ☐ SUBJECTS	☐ ADDITIONAL ☐ STOLEN PROPERTY ☐ ADDITIONAL ☐ RECOVERED PROPERTY		

ACCOUNT OF THE INCIDENT. STERRETT STATED THAT SHE HAD MADE A LEFT HAND TURN AT THE TRAFFIC LIGHT AT PORCHERS BLUFF ROAD AND HIGHWAY 17 NORTH IN AN ATTEMPT TO GET TO WORK(ACE HARDWARE). WHEN SHE MADE HER WAY TO THE ACCESS ROAD SHE OBSERVED THAT THE GATE WAS CLOSED. ACCORDING TO STERRETT, SHE WAS THEN CONFRONTED BY AN UNKNOWN FRANTIC WOMEN WHO WAS SCREAMING AND YELLING AT HER THAT SHE WAS ON PRIVATE PROPERTY, AND THAT SHE HAD TO USE THE OTHER ENTRANCE. WHILE BEING YELLED AT, STERRETT STATED SHE ASKED IF SHE COULD JUST USE THE ROAD TO GET TO WORK, HOWEVER THESE ATTEMPTS TO REASON WITH COMPLAINANT WALSH DID NOT WORK. STERRETT STATED AT THIS TIME SHE HAD ALREADY TURNED HER VEHICLE PARTIALLY AROUND, HOWEVER NEEDED TO MAKE A THREE POINT TURN TO COMPLETELY TURN AROUND. STERRETT STATED THAT SHE PLACED HER VEHICLE IN GEAR AT WHICH TIME COMPLAINANT WALSH INTENTIONALLY LEANED INTO HER VEHICLE, WHICH STERRETT STATES WAS NOT EVEN IN MOTION. STERRETT STATED THAT WALSH THEN STARTED SCREAMING "HIT AND RUN, HIT AND RUN, IM GETTING YOUR LICENSE PLATE AND CALL THE POLICE". STERRETT STATED THAT AT THIS TIME AN UNKNOWN WHITE MALE WITH GLASSES WHO WAS WITH WALSH DURING THE INCIDENT ATTEMPTED TO CALM DOWN WALSH STATING " CMON ALLISON, JUST LET IT GO". STERRETT BELIVES THAT EVEN WALSH'S UNKNOWN COMPANION THOUGHT THAT SHE WAS EXTREMELY OVERREACTING. STERRETT STATED SHE THEN LEFT THE AREA AND WENT TO WORK NOT THINKING ANYTHING OF THE INCIDENT. R/D ASKED STERRETT IF SHE WAS AWARE OF THE ONGOING CIVIL DISPUTE OVER THE ACCESS ROAD BETWEEN THE STOW AWAY STORAGE AND HER EMPLOYER ACE HARDWARE, SHE STATED SHE WAS NOT. STERRETT STATED THAT " THERE WAS NO HIT AND RUN". STERRETT STATED THAT SEVERAL HOURS LATER SHE WENT BACK TO STOW AWAY STORAGE IN AN ATTEMPT TO HAVE THE GATE OPENED DUE TO THE INFLUX OF CUSTOMERS AT ACE HARDWARE. SHE WAS MET BY THE UNKNOWN MALE WHO STERRETT STATED WAS VERY CORDIAL. THE UNKNOWN MALE STATED HE COULD NOT OPEN THE GATE, ONLY THE OWNER COULD APPROVE THAT. STERRETT ASKED IF COMPLAINANT WALSH WAS THE OWNER AND THE UNKNOWN MALE STATED NO, SHE IS THE BUSINESS MANAGER. STERRETT DID STATE HOWEVER THAT LATER THAT DAY AT APPROXIMATELY 1500 HOURS, THE GATE WAS OBSERVED OPEN, OPENED BY AN UNKNOWN SOURCE, POSSIBLY COMPLAINANT WALSH. R/D DID OBSERVE PAPERWORK ON THE DATE OF THE ORIGINAL INCIDENT FROM SCDOT INDICATING THAT THE GATE IN QUESTION WAS TO REMAIN OPEN FOR USE. R/D COULD NOT LOCATE ANY DAMAGE TO STERRETT'S VEHICLE THAT WOULD INDICATE SHE WAS INVOLVED IN A COLLISION. INVESTIGATION CONTINUES.

ORIGINAL COPY

PROPERTY ADVISE	TYPE (GROUP)	N/A					TOTAL VALUE	JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY
	STOLEN							N/A
	DAMAGED							
	BURNED							
	RECOVERED							N/A
	SEIZED							
	SUBJECT IDENTIFIED ☒ YES ☐ NO	SUBJECT LOCATED ☒ YES ☐ NO	☒ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED	☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER	☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINED COOPERATION 5. ☐ JUVENILE NO CUSTODY		
	REPORTING OFFICER(S) GURRIERI, M	DATE 03/28/10	BADGE NUMBER 10127	APPROVING OFFICER S/SGT. N. MORRIS	DATE 03/28/10	BADGE NUMBER 8462		
			FOLLOW-UP INVESTIGATION ☐ YES ☐ NO					

ROA 0331

J. Al. Cannon, Jr.

INCIDENT REPORT

SC0100000		DISPATCH NUMBER 2009-023529B		ORIGINAL CASE NUMBER		PAGE 1 OF 1 PAGES		NGIC ENTRY YES ☒ NO ☐ BUT						
EVENT	1. MALICIOUS INJURY TO REAL PROPERTY			INCIDENT CODE		COMPLETED ☒ YES ☐ NO		FORCED ENTRY ☐ YES ☒ NO		PREMISE TYPE BUSINESS		TYPE VICTIM ☐ INDIVIDUAL ☒ BUSINESS ☐ FINANCIAL INST. ☐ GOVERNMENT ☐ RELIG. ORG. ☐ SOC./PUB. ☐ OTHER ☐ UNKNOWN ☐ POLICE OFF.		
	2. N/A					☐ YES ☐ NO		☐ YES ☐ NO		N/A		N/A		
	3. N/A					☐ YES ☐ NO		☐ YES ☐ NO		N/A		N/A		
	INCIDENT LOCATION: 2988 HIGHWAY 17N MT. PLEASANT, SC ZIP CODE 29464 WEAPON TYPE N/A													
BEGINNING INCIDENT DATE 12/05/09		24 HRL. CLOCK 1800		ENDING INCIDENT DATE 12/07/09		24 HRL. CLOCK 1100		DISP. DATE 12/07/09		CHRG. TIME 1124		TIME ARRIVED 1141		
								DEPART. TIME 1202				TRACT # 607-B		
COMPLAINANT	NAME: (LAST, FIRST, MIDDLE) REED, TINA 0001362987													
	RELATIONSHIP TO SUBJECT STRANGER N/A N/A N/A													
	RESIDENTIAL AGE SEX AGE DOB ETH J W F / N													
	HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. 604 220 BLK BRO													
SUBJ. # 1	STOW-AWAY STORAGE 049931													
	RELATIONSHIP TO SUBJECT N/A N/A N/A													
	RESIDENTIAL AGE SEX AGE DOB ETH J W F / N													
	HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. XXX XXX													
SUBJ. # 2	STOW-AWAY STORAGE 049931													
	RELATIONSHIP TO SUBJECT N/A N/A N/A													
	RESIDENTIAL AGE SEX AGE DOB ETH J W F / N													
	HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. XXX XXX													
SUBJ. ID	UNKNOWN													
	RELATIONSHIP TO SUBJECT N/A N/A N/A													
	RESIDENTIAL AGE SEX AGE DOB ETH J W F / N													
	HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. XXX XXX													
SUBJECT	N/A													
	N/A													
	N/A													
	N/A													
NARRATIVE	(Mt. Pleasant) R/d dispatched to the incident location in ref to a vandalism to a fence. The complainant stated that an unknown suspect cut a hole into the chain link fence that surrounds the perimeter of the business. The damage to the fence is estimated at approx. 100 dollars. This complainant stated that she also located several plastic cups near the hole in the fence. R/d dusted the cups for finger prints with negative results. The complainant stated that she did not observe any other damage or thefts inside the storage area. R/d provided her with the case number. Nothing further.													
PROPERTY	TYPE (GROUP)		FENCE		N/A		N/A		N/A		TOTAL VALUE		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY	
	STOLEN												N/A	
	DAMAGED		100								100		N/A	
	BURNED												N/A	
ACTIVE	SUBJECT IDENTIFIED ☐ YES ☒ NO SUBJECT LOCATED ☐ YES ☒ NO ACTIVE ☐ UNFOUNDED ADJ. CLOSED ☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY REPORTING OFFICER(S) M. SCREFFLER DATE 12/07/09 BADGE NUMBER 10058 APPROVING OFFICER [Signature] DATE 12/08/09 BADGE NUMBER 8102 FOLLOW-UP INVESTIGATION ☐ YES ☒ NO													

ORIGINAL COPY

J. Al Cannon Jr.
Sheriff

PERSON SUPPLEMENT

SC0100000		DISPATCH NUMBER		ORIGINAL CASE NUMBER 2009-023529B		PAGE 1 OF 2 PAGES		NCIC ENTRY		BIO		ENT				
☐ ORIGINAL REPORT ☐ MODIFIES REPORT		☒ SUPPLEMENTAL REPORT ☐ CASE STATUS CHANGE		☒ ADDITIONAL VICTIMS ☐ ADDITIONAL OFFENDERS		☐ ADDITIONAL WITNESSES ☐ ADDITIONAL SUBJECTS		☐ ADDITIONAL STOLEN PROPERTY ☐ ADDITIONAL RECOVERED PROPERTY								
SUBJ. I.D.	☐ COMPLAINANT ☒ VICTIM # 1		NAME: (LAST, FIRST, MIDDLE) BERMUDEZ, RICHARD CALDWELL		RELATIONSHIP TO SUBJECT #1 STRANGER #2 N/A #3 N/A		RESIDENTIAL MARK J W M		SEX AGE M 50		DOB 12/18/69		ETH N			
	☐ SUSPECT #		HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		DRIVERS LIC / ID & STATE 004194562 - SC		SOCIAL SECURITY # UNK									
	☐ SUBJECT #		ADDRESS # 1133		STREET NAME WINDSOME PLACE		CITY MT.PLEASANT		STATE SC		ZIP CODE 29464		DAY PHONE 270-1784		EVENING PHONE 270-1784	
	☐ WITNESS #		☐ VISIBLE INJURY YES ☐ NO ☐		☒ COMPLAINT OF NON-VISIBLE INJURY YES ☐ NO ☐		☐ USING ALCOHOL UNK		☐ NO ☐ YES ☐		☐ TWO-MAN VEHICLE H		☐ DETECTIVE COMPLAINT H		☐ ALONE H	
	☐ WANTED		OCCUPATION COMPUTER TECH		EMPLOYER ASTEN JOHNSON		ALIAS		NCIC #							
	☐ WARRANT		(A) CHARGE N/A		(C) CHARGE											
	☐ ARREST		(B) CHARGE		(D) CHARGE											
	☐ RUNAWAY		☐ VISIBLE INJURY YES ☐ NO ☐		☒ COMPLAINT OF NON-VISIBLE INJURY YES ☐ NO ☐		☐ USING ALCOHOL UNK		☐ NO ☐ YES ☐		☐ TWO-MAN VEHICLE H		☐ DETECTIVE COMPLAINT H		☐ ALONE H	
	☐ MISSING PERSON		OCCUPATION MANAGER		EMPLOYER STOW AWAY STORAGE		ALIAS		NCIC #							
	☐ WITNESS #		NAME: (LAST, FIRST, MIDDLE) WALSHE, ALLISON		RELATIONSHIP TO SUBJECT #1 UNK #2 N/A #3 N/A		RESIDENTIAL MARK J W F		SEX AGE F 50		DOB 1/31/60		ETH N			
☐ SUSPECT #		HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		DRIVERS LIC / ID & STATE 8073693 - SC		SOCIAL SECURITY # [REDACTED]										
☐ SUBJECT #		ADDRESS # 2988		STREET NAME HWY 17N		CITY MT.PLEASANT		STATE SC		ZIP CODE 29464		DAY PHONE 849-8110		EVENING PHONE 849-8110		
☐ WITNESS #		☐ VISIBLE INJURY YES ☐ NO ☐		☒ COMPLAINT OF NON-VISIBLE INJURY YES ☐ NO ☐		☐ USING ALCOHOL UNK		☐ NO ☐ YES ☐		☐ TWO-MAN VEHICLE H		☐ DETECTIVE COMPLAINT H		☐ ALONE H		
☐ WANTED		OCCUPATION UNK		EMPLOYER UNK		ALIAS		NCIC #								
☐ WARRANT		(A) CHARGE N/A		(C) CHARGE												
☐ ARREST		(B) CHARGE		(D) CHARGE												
☐ RUNAWAY		☐ VISIBLE INJURY YES ☐ NO ☐		☒ COMPLAINT OF NON-VISIBLE INJURY YES ☐ NO ☐		☐ USING ALCOHOL UNK		☐ NO ☐ YES ☐		☐ TWO-MAN VEHICLE H		☐ DETECTIVE COMPLAINT H		☐ ALONE H		
☐ MISSING PERSON		OCCUPATION UNK		EMPLOYER UNK		ALIAS		NCIC #								
☐ WITNESS #		NAME: (LAST, FIRST, MIDDLE) UNKNOWN		RELATIONSHIP TO SUBJECT #1 N/A #2 N/A #3 N/A		RESIDENTIAL MARK U U M		SEX AGE M		DOB [REDACTED]		ETH U				
☐ SUSPECT #		HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		DRIVERS LIC / ID & STATE UNK		SOCIAL SECURITY # UNK										
☐ SUBJECT #		ADDRESS # UNK		STREET NAME UNK		CITY UNK		STATE UNK		ZIP CODE UNK		DAY PHONE UNK		EVENING PHONE UNK		
☐ WITNESS #		☐ VISIBLE INJURY YES ☐ NO ☐		☒ COMPLAINT OF NON-VISIBLE INJURY YES ☐ NO ☐		☐ USING ALCOHOL UNK		☐ NO ☐ YES ☐		☐ TWO-MAN VEHICLE H		☐ DETECTIVE COMPLAINT H		☐ ALONE H		
☐ WANTED		OCCUPATION UNK		EMPLOYER UNK		ALIAS		NCIC #								
☐ WARRANT		(A) CHARGE N/A		(C) CHARGE												
☐ ARREST		(B) CHARGE		(D) CHARGE												
☐ RUNAWAY		☐ VISIBLE INJURY YES ☐ NO ☐		☒ COMPLAINT OF NON-VISIBLE INJURY YES ☐ NO ☐		☐ USING ALCOHOL UNK		☐ NO ☐ YES ☐		☐ TWO-MAN VEHICLE H		☐ DETECTIVE COMPLAINT H		☐ ALONE H		
☐ MISSING PERSON		OCCUPATION UNK		EMPLOYER UNK		ALIAS		NCIC #								

(Stow Away Storage) The victim stated he last saw the listed motor of his boat intact on 11/24/09. When he returned on today's date, he observed that an unknown suspect had cut the fuel line of his motor, causing approx. 200 dollars in damage. He stated that he does not know if any fuel had been stolen.

R/d spoke with subject #1, Walshe, who is the manager of the business. She stated that on the business' surveillance system, she observed a suspect enter the property through a hole that had been cut in the back fence. She also observed the suspect carrying a six gallon gasoline can. She also stated that the suspect was deliberately trying to hide his face from view of the cameras. Walshe advised that she does not know who the suspect is.

R/d provided the victim with the case number and R/d will pass this information on to CID. Nothing further.

SUBJECT IDENTIFIED ☐ YES ☒ NO		SUBJECT LOCATED ☐ YES ☒ NO		☐ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18 ☐ EX-CLEAR UNDER 18		☐ ARRESTED 18 AND OVER ☐ EX-CLEAR 18 AND OVER			
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY											
REPORTING OFFICER(S) S.MIDGETT		DATE 2/21/2010		BADGE NUMBER 9510		APPROVING OFFICER S.RYWELSKI		DATE 2/21/2010		BADGE NUMBER 9709	
FOLLOWUP INVESTIGATION ☐ YES ☒ NO											

J. A. C. Mon, Jr.
SHERIFF

ARTICLE SUPPLEMENT

SC0100000

DISPATCH NUMBER

ORIGINAL CASE NUMBER

2009-0235298

PAGE 2 OF 2 PAGES

NCIC
ENTRY

NO. 1

EXT.

☐ ORIGINAL
REPORT

☐ MODIFIED
ORIGINAL

☒ SUPPLEMENTAL
REPORT

☐ CASE STATUS
CHANGE

☐ ADDITIONAL
STOLEN PROPERTY

☐ ADDITIONAL
RECOVERED PROPERTY

VEH. / GUN / ETC.

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☒ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☒ ARTICLE
☐ TOWED N/A

LICENSE/REGISTRATION NO. N/A BOAT HULL NO. OR VIN NO. N/A
SERIAL # 14001C780406 OWNER APPLIED # N/A
YEAR OF REGISTRATION N/A YEAR OF EXPIRATION N/A YEAR N/A MAKE N/A TYPE MOTOR
MODEL MAA761623 STYLE 4 STROKE BRAND NAME SUZUKI COLOR BLK CALIBER N/A
NIC NO. DENOMINATION N/A ISSUER N/A SECURITIES DATE N/A
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY N/A JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY N/A

VEH. / GUN / ETC.

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. N/A BOAT HULL NO. OR VIN NO. N/A
SERIAL # N/A OWNER APPLIED # N/A
YEAR OF REGISTRATION N/A YEAR OF EXPIRATION N/A YEAR N/A MAKE N/A TYPE N/A
MODEL N/A STYLE N/A BRAND NAME N/A COLOR N/A CALIBER N/A
NIC NO. DENOMINATION N/A ISSUER N/A SECURITIES DATE N/A
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY N/A JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY N/A

VEH. / GUN / ETC.

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. N/A BOAT HULL NO. OR VIN NO. N/A
SERIAL # N/A OWNER APPLIED # N/A
YEAR OF REGISTRATION N/A YEAR OF EXPIRATION N/A YEAR N/A MAKE N/A TYPE N/A
MODEL N/A STYLE N/A BRAND NAME N/A COLOR N/A CALIBER N/A
NIC NO. DENOMINATION N/A ISSUER N/A SECURITIES DATE N/A
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY N/A JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY N/A

VEH. / GUN / ETC.

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. N/A BOAT HULL NO. OR VIN NO. N/A
SERIAL # N/A OWNER APPLIED # N/A
YEAR OF REGISTRATION N/A YEAR OF EXPIRATION N/A YEAR N/A MAKE N/A TYPE N/A
MODEL N/A STYLE N/A BRAND NAME N/A COLOR N/A CALIBER N/A
NIC NO. DENOMINATION N/A ISSUER N/A SECURITIES DATE N/A
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY N/A JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY N/A

VEH. / GUN / ETC.

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. N/A BOAT HULL NO. OR VIN NO. N/A
SERIAL # N/A OWNER APPLIED # N/A
YEAR OF REGISTRATION N/A YEAR OF EXPIRATION N/A YEAR N/A MAKE N/A TYPE N/A
MODEL N/A STYLE N/A BRAND NAME N/A COLOR N/A CALIBER N/A
NIC NO. DENOMINATION N/A ISSUER N/A SECURITIES DATE N/A
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY N/A JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY N/A

REMARKS

ADMINISTRATIVE

SUBJECT IDENTIFIED ☐ YES ☒ NO SUBJECT LOCATED ☐ YES ☒ NO ☐ ACTIVE ☐ ADM. CLOSED ☐ ARRESTED UNDER 18 ☐ EX-CLEAR UNDER 18
☐ UNFOUNDED ☐ ARRESTED 18 AND OVER ☐ EX-CLEAR 18 AND OVER
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRAJURIDIC DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY
REPORTING OFFICER(S) DATE BADGE NUMBER APPROVING OFFICER DATE BADGE NUMBER
S. MIDGETT 02/21/10 9510 S. RYWELSKI 02/21/10 9709
FOLLOW-UP OFFICER INVESTIGATION ☐ NO ☐ YES

ORIGINAL

D.P.S. USE ONLY		Page # 1		SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM TR-310 (Rev. 6/12/01)				# Of Units 2		Amended - Attach Copy of Original Report Corrected		Notified 0821		Arrived 0932	
Date 01/22/09		Time 0915		County 10		Collision Location (Rt. # / Name) 5 U.S. HWY 17 N		Miles: 0		Dk. N E S W		In / Near City or Town of: Mount Pleasant			
Lane # / Dir. #2 NE S W		Distance Offset 50 ft		Direction N E S W		1- Interstate 2- US Primary 3- SC Primary 4- Secondary 5- County 6- Other		Base Intersection (Rt. # / Name) Parker Bluff Rd		0- Main 2- Alternate 5- Spur 6- Connection 7- Business 9- Other		Latitude ° ° °			
R.F. Id. N/A		From N E S W		Ramp Only 1- Entrance 2- Exit		To N E S W		1- Interstate 2- US Primary 3- SC Primary 4- Secondary 5- County 6- Other		Second Intersection (Rt. # / Name) Airport Rd		0- Main 2- Alternate 5- Spur 6- Connection 7- Business 9- Other		Longitude ° ° °	
X-851626 Driver/Pedestrian's Full Name ATTAFI, HANNA LYNE								X-851627 Driver/Pedestrian's Full Name LYNN, MARY KATHERINE							
Unit # 1		Sex F		Race W		Street 932 TAIL PINE ROAD		Unit # 2		Sex F		Race W		Street 942 SEA GULL DRIVE	
Birth Date 7-22-91		City, State, & Zip Mount Pleasant, SC 29464		State SC		Driver's License # 101225140		Birth Date 2-1-91		City, State, & Zip Mount Pleasant, SC 29464		State SC		Driver's License # 101040153	
Year 2001		Body 45		Vehicle Make ISU		VIN # 452CK58W414359573		Year 1999		Body 45		Vehicle Make Lexus		VIN # JT0IS47E8R00083017	
State SC		Year 2010		License Plate # REN679		Owner's D.L. # UNKNOWN		State SC		Year 2010		License Plate # 149 SNA		Owner's D.L. # UNKNOWN	
Home Telephone (843) 628-8109		Owner's Full Name ATTAFI, ARDELIA RF		Home Telephone (843) 303-3507		Owner's Full Name LYNN, THERESA Dorel		Home Telephone (843) 303-3507		Owner's Full Name LYNN, THERESA Dorel		Home Telephone (843) 303-3507		Owner's Full Name LYNN, THERESA Dorel	
Bus. Telephone (843) 303-3507		Street 932 TAIL PINE ROAD		Bus. Telephone (843) 303-3507		Street 942 SEA GULL DRIVE		Bus. Telephone (843) 303-3507		Street 942 SEA GULL DRIVE		Bus. Telephone (843) 303-3507		Street 942 SEA GULL DRIVE	
Contributed To Collision Yes		City, State, & Zip Mount Pleasant, SC 29464		Contributed To Collision Yes		City, State, & Zip Mount Pleasant, SC 29464		Contributed To Collision Yes		City, State, & Zip Mount Pleasant, SC 29464		Contributed To Collision Yes		City, State, & Zip Mount Pleasant, SC 29464	
Estimated Speed 20		Speed Limit 55		C.D.L. Req: Yes (No) N/A		T/B S Req: Yes (No) N/A		Estimated Speed 5		Speed Limit 53		C.D.L. Req: Yes (No) N/A		T/B S Req: Yes (No) N/A	
Summons # N/A		Code N/A		Summons # N/A		Code N/A		Summons # N/A		Code N/A		Summons # N/A		Code N/A	
X-851628								X-851629							
Dir. of Travel: Unit 1: (N) S E W		Unit 2: (N) S E W		Unit 3: N S E W		Unit 4: N S E W		Unit 1 Dam. \$4000		Unit 2 Dam. \$1000		Unit 3 Dam. \$N/A		Prop. Dam. 1 \$N/A	
Property Owner/Witness N/A		Property Owner/Witness N/A		Property Owner/Witness N/A		Property Owner/Witness N/A		Property Owner/Witness N/A		Property Owner/Witness N/A		Property Owner/Witness N/A		Property Owner/Witness N/A	
Address N/A		Address N/A		Address N/A		Address N/A		Address N/A		Address N/A		Address N/A		Address N/A	
State SC		Zip 29464		Phone N/A		State SC		Zip 29464		Phone N/A		State SC		Zip 29464	
Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)	
Y0 while traveling North on HWY 17 unit #1		Y0 while traveling North on HWY 17 unit #1		Y0 while traveling North on HWY 17 unit #1		Y0 while traveling North on HWY 17 unit #1		Y0 while traveling North on HWY 17 unit #1		Y0 while traveling North on HWY 17 unit #1		Y0 while traveling North on HWY 17 unit #1		Y0 while traveling North on HWY 17 unit #1	
was cut off by another vehicle, in turn rear-		was cut off by another vehicle, in turn rear-		was cut off by another vehicle, in turn rear-		was cut off by another vehicle, in turn rear-		was cut off by another vehicle, in turn rear-		was cut off by another vehicle, in turn rear-		was cut off by another vehicle, in turn rear-		was cut off by another vehicle, in turn rear-	
ending unit #2.		ending unit #2.		ending unit #2.		ending unit #2.		ending unit #2.		ending unit #2.		ending unit #2.		ending unit #2.	
Investigating Officer's Name Garrieta, M		Rank Dep		Badge # 10127		Code 0100000		Date 1-22-09		Reviewer's Name [Signature]		Rank [Signature]		Internal Agency Code 2009-101387	

ROA 0335

Unit	Date of Birth	Sex	Race	INJ	Seat	RSD	ABD	FLG	LAY	Tran	Name	Street Address	Zip Code
1	7-22-91	F	W	01	13	43	1	1	2			2004-001387	
1	1-23-91	F	W	02	13	43	1	1	2				
1	5-26-94	M	W	06	13	43	1	1	2				
2	2-1-91	F	W	01	13	43	1	1	2				
2	7-28-92	F	W	03	13	43	1	1	2				
2	10-12-92	F	W	06	13	43	1	1	2				

Race		W - Caucasian		a) Injury Status		2- Non-incapacitating		Seating Loc.		20- Pedestrian		60- Sleeper of Cab		Restraint/Safety Device	
B - African American	H - Hispanic	O - Other	U - Unknown	0 - Not Injured	1 - Possible	3 - Incapacitating	4 - Fatal	01 02 03	04 05 06	07 08 09	30 - Trailing Unit	70 - Riding on Unit Exterior	80 - Lap	99 - Unknown	00 - None Used
Air Bag Deployment / Switch		Ejection		b) Motorcyclist Only		Head Injury: 1-Yes 2-No		3 - Freed (non-mech.)		4 - Not Applicable		a) Transported to Medical Facility		Pedestrian, Motor/Pedalcycle Only	
1-Deployed Front 4-Not Deployed		1-Not Ejected		2-Part Ejected		Location After Impact		1-Not Trapped		2-Extricated (Mechanical Means)		b) By: 1-EMS 2-Police 3-Other 9-Unknown		31- Helmet 51- Reflective Clothing	
2-Deployed Side 7-Not Applicable		2-Part Ejected		3-Tot Ejected		1-Not Trapped		2-Extricated (Mechanical Means)		3-Unknown				41- Protective Pads 61- Lightbulb	
3-Deployed Both 9-Deployment Unknown		3-Tot Ejected		7-Not App.		1-Not Trapped		2-Extricated (Mechanical Means)		3-Unknown				41- Protective Pads 61- Lightbulb	
1-Switch in On Position 3-No Switch		7-Not App.													
2-Switch in Off Position 9-Unknown		9-Unknown													

Non-Collision		Collision Not Fixed		Collision Fixed Object		47- Embankment		55- Mail Box		69- Other	
01- Cargo/Equip Loss or Shift	05- Fire/Explosion	08- Overturn/Rollover	21- Animal (All Other)	28- Railway Veh.	40- Bridge Overhead Structure	48- Equipment	58- Median Barrier	69- Other			
02- Cross Median/Center Line	06- Immersion	09- Ran off Road Left	22- Motor Veh. (In Transport)	29- Work Zone Maint. Equip.	41- Bridge Pier or Abutment	49- Fence	59- Overhead Sign Support	69- Other			
03- Downhill Runaway	07- Jackknife	10- Ran off Road Right	23- Motor Veh. (Stopped)	30- Other Movable Object	42- Bridge Pier or Abutment	50- Guardrail End	59- Other (Post, Pole, Support, Etc.)	69- Other			
Event	Event	Event	Event	Event	Event	Event	Event	Event	Event	Event	Event
1	2	3	4	5	6	7	8	9	10	11	12
1	2	3	4	5	6	7	8	9	10	11	12
1	2	3	4	5	6	7	8	9	10	11	12

Mariner of Collision (Struck Veh.)		30- Rear-to-Rear		50- Sideswipe Same Dir.		1st Most Deformed Area		1st Deformed		Most Deformed	
00- Not Coll. w/ Motor Veh.	41- Angle (→) (←)	60- Sideswipe Opposite Dir.	70- Backed Into	99- Unknown							
10- Rear End	42- Angle (→) (←)	70- Backed Into	99- Unknown								
20- Head On	43- Angle (→) (←)	70- Backed Into	99- Unknown								

Vehicle Type		15- Full Size Van		27- Pedalcycle		61- School Bus		1st Most Deformed Area		1st Deformed		Most Deformed	
01- Automobile	16- Mini Van	38- Animal Drawn Veh.	62- Passenger Bus	98- Other									
12- Pickup Truck	17- Sport Utility	39- Animal (Ridden)	98- Other										
13- Truck Tractor	25- Motorcycle	41- Pedestrian	99- Unk. (Hit and Run Only)										
14- Other Truck	26- Other Motorbike	51- Train											

Vehicle Use Code		04- Ambulance		08- Farm Use		12- Fire Fighting		1st Most Deformed Area		1st Deformed		Most Deformed	
01- Personal	05- Military	09- Wrecker or Tow	13- Logging										
02- Driver Training	06- Transport Passengers	10- Police	18- Other										
03- Construction/Maint.	07- Transport Property	11- Government	41- Pedestrian										

Vehicle Attachment		4- Utility Trailer		8- Towed Motor Vehicle		C- Other Tanker		1st Most Deformed Area		1st Deformed		Most Deformed	
1- None	5- Farm Trailer	9- Petroleum Tanker	D- Flat Bed										
2- Mobile Home	6- Trailer w/Boat	A- Lowboy Trailer	E- Twin Trailers										
3- Semi-Trailer	7- Camper Trailer	B- Autocarrier Trailer	F- Other										

Action Prior to Impact		(Vehicle)		(Non-motorist)		A1- Test Type		3- Urine		Undermined/Overridden		1st Most Deformed Area		1st Deformed		Most Deformed	
01- Backing	08- Parked	21- Approaching/Leaving Vehicle															
02- Changing Lanes	09- Stopping or	22- Entering/Crossing Location															
03- Entering Traffic Lane	10- Stopped in Traffic	23- Playing/Working on Vehicle															
04- Leaving Traffic Lane	11- Turning Left	24- Pushing Vehicle															
05- Making U-turn	12- Turning Right	25- Standing															
06- Movements Essentially Straight Ahead	13- Walking, Playing, Cycling	26- Walking, Playing, Cycling															
07- Overtaking/Passing	14- Other	27- Working															

Weather Condition		3- Cloudy		6- Fog, Smog, Smoke		02- Flashing Traffic Signal		22- Oncoming Emergency Vehicle		11- RR (X-bucks, Lights & Gates)		31- Pavement Markings (only)		43- Yield Sign		51- Flashing Beacon	
1- Clear (no adverse conditions)	4- Steel, Hail	7- Blowing Sand, 08- Dirt or Snow	9- Unk.														
2- Rain	5- Snow																

Light Condition		3- Dusk		6- Dark (Street Lamp Not Lit)		11- RR (X-bucks & Lights) <th colspan="2">41- Stop Sign <th colspan="2">13- RR (X-bucks Only) <th colspan="2">42- School Zone Sign <th colspan="2">45- Other Warning Signs <th colspan="2">99- Unk.</th> </th></th></th></th>		41- Stop Sign <th colspan="2">13- RR (X-bucks Only) <th colspan="2">42- School Zone Sign <th colspan="2">45- Other Warning Signs <th colspan="2">99- Unk.</th> </th></th></th>		13- RR (X-bucks Only) <th colspan="2">42- School Zone Sign <th colspan="2">45- Other Warning Signs <th colspan="2">99- Unk.</th> </th></th>		42- School Zone Sign <th colspan="2">45- Other Warning Signs <th colspan="2">99- Unk.</th> </th>		45- Other Warning Signs <th colspan="2">99- Unk.</th>		99- Unk.	
1- Daylight	4- Dark (Lighting Unspecified)	7- Dark (No lights)															
2- Dawn	5- Dark (Street Lamp Lit)																

Junction Type		03- Five/More Points		07- Shared Use Paths or Trail <th colspan="2">12- Y-Intersection</th> <th colspan="2">1- Yes, Directly</th> <th colspan="2">2- Indirectly</th> <th colspan="2">3- No</th> <th colspan="2">9- Unk.</th> <th colspan="2">School Bus Involved:</th>		12- Y-Intersection		1- Yes, Directly		2- Indirectly		3- No		9- Unk.		School Bus Involved:	
01- Crossover	04- Four-way Intersection	08- T-Intersection	13- Nonjunction														
02- Driveway	05- Railway Grade Crossing	09- Traffic Circle	99- Unk.														

Contributing Factors		09- Made an Improper Turn		Roadway		Non-Motorist		Environmental		62- Obstruction		68- Other		69- Unk.	
01- Disregarded Signs, Signals, Etc.	10- Medical Related	12- Aggressive Operation of Vehicle													
02- Distracted/Inattention	13- Over-correcting/Over-steering	14- Swerving to Avoiding Object													
03- Driving Too Fast for Conditions	15- Wrong Side or Wrong Way	16- Under the Influence													
04- Exceeded Authorized Speed Limit	17- Vision Obscured (Within Unit)	18- Improper Lane Usage/Change													
05- Failed to Yield Right of Way	19- Cell Phone	20- Other Improper Action													
06- Ran off Road															
07- Fatigued/Asleep															
08- Followed Too Closely															

J. Al Cannon

INCIDENT REPORT

SC0100000		DISPATCH NUMBER 2007-017293-B		ORIGINAL CASE NUMBER		PAGE 1 OF 3 PAGES		INCIDENT ENTRY		INQ. EXT.	
EVENT	INCIDENT TYPE 1. MALICIOUS DAMAGE TO REAL PROPERTY			INCIDENT CODE		COMPLETED ☒ YES ☐ NO		FORCED ENTRY ☐ YES ☒ NO		PREMISE TYPE BUSINESS	
	2. N/A					☐ YES ☐ NO		☐ YES ☐ NO		N/A	
	3. N/A					☐ YES ☐ NO		☐ YES ☐ NO		N/A	
	INCIDENT LOCATION: 2988 HWY 17 NORTH MT PLEASANT, SC			ZIP CODE 29466		WEAPON TYPE N/A					
BEGINNING INCIDENT DATE 8/17/07		24 HR. CLOCK 1507		ENDING INCIDENT DATE 8/17/07		24 HR. CLOCK 1530		DISP. DATE 8/17/07		DISP. TIME 1751	
								TIME ARRIVED 1836		DEPART TIME 1930	
										TRACT # 818-F	
COMPLAINANT	NAME: (LAST, FIRST, MIDDLE) WALSHE, ALLISON BELL			RELATIONSHIP TO SUBJECT STRANGER		RESIDENT J		RACE W		DOB 1/31/80	
	HEIGHT 506			WEIGHT 160		HAIR BRO		EYES BRO		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. N/A	
	ADDRESS # 6045			STREET NAME MOSSY GROVE LN		CITY AWENDAW		STATE SC		ZIP CODE 29429	
	OCCUPATION OWNER			EMPLOYER STOW-A-WAY STORAGE		ALIAS N/A		NIC # N/A		EVENING PHONE 214-0230	
VICTIM #1	NAME: (LAST, FIRST, MIDDLE) STOW-A-WAY STORAGE			RELATIONSHIP TO SUBJECT		RESIDENT J		RACE W		DOB 4/7	
	HEIGHT XXX			WEIGHT XXX		HAIR XXX		EYES XXX		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. N/A	
	ADDRESS # 2988			STREET NAME HWY 17 NORTH		CITY MT PLEASANT		STATE SC		ZIP CODE 29466	
	OCCUPATION N/A			EMPLOYER N/A		ALIAS N/A		NIC # N/A		EVENING PHONE SAME	
SUBJ. I.D.	NAME: (LAST, FIRST, MIDDLE) O'SHEA, TIMOTHY			RELATIONSHIP TO SUBJECT		RESIDENT J		RACE W		DOB 11/10/75	
	HEIGHT 509			WEIGHT 185		HAIR BLK		EYES BLU		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. WHITE T-SHIRT, RED SHORTS, FLIP-FLOPS	
	ADDRESS # 563			STREET NAME TARYN DT		CITY CHARLESTON		STATE SC		ZIP CODE 29492	
	OCCUPATION UNK			EMPLOYER UNK		ALIAS N/A		NIC # N/A		EVENING PHONE SAME	
ARREST	(A) CHARGE N/A			(C) CHARGE N/A							
	(B) CHARGE N/A			(D) CHARGE N/A							
NARRATIVE	(CHRIST CHURCH) On the above date and time, I was dispatched to the incident location in reference to the suspect damaging the property located at the incident location. Upon my arrival, the complainant showed me a concrete pillar that had been knocked down by a vehicle. There were tire rub marks on the pillar that appeared to have been made by a large truck or box van. The compl. told me that the damage was valued at approximately \$950. The complainant then went back to the office and showed me a video recording of the incident. It shows the suspect entering a code into the gate keypad. He was driving a large, white Budget Truck rentals box van. The vehicle proceeded to the outer edge of the property, went down a long drive, then attempted to make a sharp corner while passing between the building and a small SUV. The van struck, then ran over a concrete pillar that was (cont)										
	ORIGINAL COPY										
PROPERTY EST.	TYPE (GROUP)		pillar						TOTAL VALUE		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY
	STOLEN				N/A						N/A
	DAMAGED		950						950		
	BURNED				N/A						
RECOVERED						N/A				N/A	
SEIZED										N/A	
ADMINISTRATIVE	SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☐ YES ☒ NO		☒ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18		☐ EX-CLEAR UNDER 18		
					☐ UNFOUNDED		☐ ARRESTED 18 AND OVER		☐ EX-CLEAR 18 AND OVER		
	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY										
	REPORTING OFFICER(S) M/DEP D M POWELL		DATE 8/18/07		BADGE NUMBER 9508		APPROVING OFFICER		DATE 081907		BADGE NUMBER 8498
FOLLOW-UP INVESTIGATION ☐ YES ☐ NO											

J. Al Cannon, Jr.
Sheriff

PERSON SUPPLEMENT

SC0100000		DISPATCH NUMBER 2007-017293-B		ORIGINAL CASE NUMBER		PAGE 2 OF 3 PAGES		NCIC ENTRY		INQ.		ENT.				
☒ ORIGINAL REPORT ☐ MODIFIES REPORT		☐ SUPPLEMENTAL REPORT ☐ CASE STATUS CHANGE		☐ ADDITIONAL VICTIMS ☐ ADDITIONAL OFFENDERS		☐ ADDITIONAL WITNESSES ☐ ADDITIONAL SUBJECTS		☐ ADDITIONAL STOLEN PROPERTY ☐ ADDITIONAL RECOVERED PROPERTY								
SUBJ. I.D. ARREST	☐ COMPLAINANT ☐ VICTIM #		NAME: (LAST, FIRST, MIDDLE) UNKNOWN		RELATIONSHIP TO SUBJECT STRANGER		RESIDENT RACE U		SEX M		AGE 20		DOB 40		ETH N	
	☐ SUSPECT # 1		HEIGHT WEIGHT HAIR EYES 510 180 BRO BRO		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. WHITE SHIRT, JEANS		DRIVERS LIC / ID & STATE UNK		SOCIAL SECURITY # UNK							
	☐ WITNESS #		ADDRESS #		STREET NAME		CITY		STATE		ZIP CODE		DAY PHONE		EVENING PHONE	
	☐ WANTED		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ WARRANT		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ ARREST		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ RUNAWAY		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ MISSING PERSON		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ VISIBLE INJURY		☐ NO ☐ YES		☐ COMPLAINT OF NON-VISIBLE INJURIES		☐ NO ☐ YES		USING ALCOHOL		☐ NO ☐ YES ☐ UNK		☐ TWO-MAN VEHICLE ☐ DETECTIVE PLASANT ☐ ALONE		☐ ONE-MAN VEHICLE ☐ OTHER ☐ ADMITTED	
	☐ EXPLAIN N/A		EMPLOYER		UNK		ALIAS		UNK		NIC #		N/A			
(A) CHARGE		N/A		(C) CHARGE		N/A										
(B) CHARGE		N/A		(D) CHARGE		N/A										
SUBJ. I.D. ARREST	☐ COMPLAINANT ☐ VICTIM #		NAME: (LAST, FIRST, MIDDLE) UNK		RELATIONSHIP TO SUBJECT N/A		RESIDENT RACE U		SEX B		AGE 18		DOB 28		ETH N	
	☐ SUSPECT # 2		HEIGHT WEIGHT HAIR EYES 601 180 BLK BRO		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. BLK SHIRT, BLK PANTS		DRIVERS LIC / ID & STATE UNK		SOCIAL SECURITY # UNK							
	☐ WITNESS #		ADDRESS #		STREET NAME		CITY		STATE		ZIP CODE		DAY PHONE		EVENING PHONE	
	☐ WANTED		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ WARRANT		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ ARREST		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ RUNAWAY		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ MISSING PERSON		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ VISIBLE INJURY		☐ NO ☐ YES		☐ COMPLAINT OF NON-VISIBLE INJURIES		☐ NO ☐ YES		USING ALCOHOL		☐ NO ☐ YES ☐ UNK		☐ TWO-MAN VEHICLE ☐ DETECTIVE PLASANT ☐ ALONE		☐ ONE-MAN VEHICLE ☐ OTHER ☐ ADMITTED	
	☐ EXPLAIN N/A		EMPLOYER		UNK		ALIAS		UNK		NIC #		N/A			
(A) CHARGE		N/A		(C) CHARGE		N/A										
(B) CHARGE		N/A		(D) CHARGE		N/A										
SUBJ. I.D. ARREST	☐ COMPLAINANT ☐ VICTIM #		NAME: (LAST, FIRST, MIDDLE) UNKNOWN		RELATIONSHIP TO SUBJECT N/A		RESIDENT RACE U		SEX B		AGE 18		DOB 28		ETH N	
	☐ SUSPECT # 3		HEIGHT WEIGHT HAIR EYES 601 180 BLK BLK		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. BLK SHIRT, SHORTS		DRIVERS LIC / ID & STATE UNK		SOCIAL SECURITY # UNK							
	☐ WITNESS #		ADDRESS #		STREET NAME		CITY		STATE		ZIP CODE		DAY PHONE		EVENING PHONE	
	☐ WANTED		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ WARRANT		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ ARREST		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ RUNAWAY		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ MISSING PERSON		UNK		UNK		UNK		UNK		UNK		H		H	
	☐ VISIBLE INJURY		☐ NO ☐ YES		☐ COMPLAINT OF NON-VISIBLE INJURIES		☐ NO ☐ YES		USING ALCOHOL		☐ NO ☐ YES ☐ UNK		☐ TWO-MAN VEHICLE ☐ DETECTIVE PLASANT ☐ ALONE		☐ ONE-MAN VEHICLE ☐ OTHER ☐ ADMITTED	
	☐ EXPLAIN N/A		EMPLOYER		UNK		ALIAS		UNK		NIC #		N/A			
(A) CHARGE		N/A		(C) CHARGE		N/A										
(B) CHARGE		N/A		(D) CHARGE		N/A										
REMARKS	(Cont) protecting the side of the building from damage. The compl. switched the video display to another camera and the suspect was seen exiting the vehicle, inspecting it for damage, and then looking at the pillar. He then directs subj. #2 and #3 to enter his storage unit, and place several items into the rear of the truck. The suspect then leaves the storage building and exits the business. The compl. told me that she wants to press charges against the suspect. She said that she would not pursue the charges if he contacts her, apologizes, and pays for the damage to the property. She also told me that she would be able to produce copies of the video viewed in the office, but that it would take several days to do so. I also told her that I would have an affidavit waiting for her signature at Judge Lynn's office by August 20, 2007. She was given the OCA for this report.															
ADMINISTRATIVE	SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☐ YES ☒ NO		☒ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER		☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER							
	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRAJURISDICTION 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY															
	REPORTING OFFICER(S) M/DEP D M POWELL		DATE 8/18/2007		BADGE NUMBER 9508		APPROVING OFFICER [Signature]		DATE 08/20/07		BADGE NUMBER 8458					
							FOLLOWUP INVESTIGATION ☐ YES ☐ NO									

CCSO-183 3/1/99

ROA 0338

J. Al Canfield, Jr.
SHERIFF

SHERIFF

CCSO-102 3/1/99

ROA 0339

INCIDENT REPORT

SC0100000		DISPATCH NUMBER 2006-026385B		ORIGINAL CASE NUMBER		PAGE 1 OF 3 PAGES		NCIC ENTRY		INQ.		ENT.			
EVENT	INCIDENT TYPE			INCIDENT CODE		COMPLETED ☒ YES ☐ NO		FORCED ENTRY ☐ YES ☒ NO		PREMISE TYPE		TYPE VICTIM			
	1. PETIT LARCENY									RESIDENCE		☒ INDIVIDUAL			
	2. RECOVERED STOLEN PROPERTY									RESIDENCE		☐ BUSINESS			
	3. N/A									N/A		☐ FINANCIAL INST. ☐ GOVERNMENT ☐ RELIG. ORG. ☐ SOC. PUB. ☐ OTHER ☐ UNKNOWN ☐ POLICE OFF.			
INCIDENT LOCATION: 2978 HIGHWAY 17N MT. PLEASANT, SC												ZIP CODE 29464		WEAPON TYPE N/A	
BEGINNING INCIDENT DATE 12/08/06		24 HR. CLOCK 0250		ENDING INCIDENT DATE 12/08/06		24 HR. CLOCK 0259		DISP. DATE 12/08/06		DISP. TIME 0259		TIME ARRIVED 0259			
DEPART. TIME 0259		TRACT # 003-F													
COMPLAINANT	NAME: (LAST, FIRST, MIDDLE) CCSO														
	RELATIONSHIP TO SUBJECT #1 #2 #3														
	RESIDENT RACE SEX AGE DOB ETH														
	HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. DRIVERS LIC / ID & STATE SOCIAL SECURITY #														
ADDRESS # 3505		STREET NAME PINEHAVEN DR.		CITY N.CHAS.		STATE SC		ZIP CODE 29405		DAY PHONE 202-1700		EVENING PHONE 202-1700			
OCCUPATION		EMPLOYER		ALIAS		NIC #									
VICTIM #1	NAME: (LAST, FIRST, MIDDLE) JEFFERSON, ALETHA MAE 0000692581														
	RELATIONSHIP TO SUBJECT #1 STRANGER #2 STRANGER #3 STRANGER														
	RESIDENT RACE SEX AGE DOB ETH														
	HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. DRIVERS LIC / ID & STATE SOCIAL SECURITY #														
ADDRESS # 2978		STREET NAME HWY 17N		CITY MT. PLEASANT		STATE SC		ZIP CODE 29464		DAY PHONE 971-0908		EVENING PHONE 971-0908			
☐ VISIBLE INJURY ☐ YES		☒ NO		☐ COMPLAINT OF NON-VISIBLE INJURIES ☒ NO ☐ YES		USING ALCOHOL ☒ NO ☐ YES		☐ TWO-HAN VEHICLE ☐ DETECTIVE SLASH ☐ ALONE		☐ ONE-HAN VEHICLE ☐ OTHER					
OCCUPATION CAREGIVER		EMPLOYER SELF		ALIAS		NIC #									
SUBJ. I.D.	NAME: (LAST, FIRST, MIDDLE) FRISBIE, RENEE E. 0001874036														
	RELATIONSHIP TO SUBJECT #1 N/A #2 FRIEND #3 FRIEND														
	RESIDENT RACE SEX AGE DOB ETH														
	HEIGHT WEIGHT HAIR EYES FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. DRIVERS LIC / ID & STATE SOCIAL SECURITY #														
ADDRESS # 1301		STREET NAME LAUREL PARK TRL.		CITY MT. PLS.		STATE SC		ZIP CODE 29464		DAY PHONE 557-4532		EVENING PHONE 557-4532			
☐ VISIBLE INJURY ☐ YES		☒ NO		☐ COMPLAINT OF NON-VISIBLE INJURIES ☒ NO ☐ YES		USING ALCOHOL ☐ NO ☒ YES		☐ TWO-HAN VEHICLE ☐ DETECTIVE SLASH ☐ ALONE		☐ ONE-HAN VEHICLE ☐ OTHER					
OCCUPATION WAITRESS		EMPLOYER FONDULLY YOURS		ALIAS		NIC #									
ARREST	(A) CHARGE N/A						(C) CHARGE								
	(B) CHARGE						(D) CHARGE								
NARRATIVE	(MT. PLEASANT) AS R/D WAS PATROLLING NEAR THE INCIDENT LOCATION, R/D OBSERVED THE LISTED VEHICLE PARKED NEAR THE ROADWAY WITH IT'S PARKING LIGHTS ON. R/D ALSO OBSERVED SUSPECTS #2 (NOCE) AND SUSPECT #3 (WARREN) CARRYING SEVERAL PIECES OF CHOPPED WOOD ANR RUNNING TOWARDS THE VEHICLE. WHEN THE SUSPECTS NOTICED R/D, THEY DROPPED THE WOOD AND ENTERED THE VEHICLE. R/D THEN MADE CONTACT WITH THEM AND DETAINED BOTH NOCE AND WARREN. R/D ALSO MADE CONTACT WITH SUSPECT #1 (FRISBIE) WHO WAS IN THE DRIVERS SEAT. ALL PARTIES ADVISED R/D THAT THEY WERE TAKING THE WOOD BECAUSE THEY WANTED TO USE IT FOR A FIRE. ONCE DEP. HEILEMAN ARRIVED ON SCENE, R/D THEN MADE CONTACT WITH THE VICTIM AND ADVISED HER OF THE SITUATION. SHE STATED THAT SHE HAS HAD AN ONGOING PROBLEM WITH UNKNOWN SUSPECTS STEALING WOOD FROM HER YARD. R/D PROVIDED HER WITH AN OCA # AND ADVISED HER OF THE COURT DATE AND TIME. R/D THEN ISSUED CITATIONS TO ALL SUSPECTS FOR PETIT LARCENY.														
PROPERTY EST.	TYPE (GROUP)		WOOD		WOOD						TOTAL VALUE		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		
	STOLEN		50								50		MPPD		
	DAMAGED														
	RECOVERED				50						50		CCSO		
SEIZED															
ADMINISTRATIVE	SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		☐ ACTIVE ☐ ADM. CLOSE		☐ ARRESTED UNDER 18		☐ EX-CLEAR UNDER 18						
	☐ UNFOUNDED						☐ ARRESTED 18 AND OVER		☐ EX-CLEAR 18 AND OVER						
	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY														
	REPORTING OFFICER(S) S. MIDGETT		DATE 12/08/06		BADGE NUMBER 9510		DATE 12/20/06		BADGE NUMBER 8860						
FOLLOWUP INVESTIGATION ☐ YES ☐ NO OFFICER															

ORIGINAL COPY

K5

CHARLESTON COUNTY SHERIFF'S OFFICE
3505 PINEHAVEN DRIVE * CHARLESTON HEIGHTS, S.C. 29405-7789 * (843) 207-1700

UJA
J. Al Cannon, Jr.
Sheriff

PERSON SUPPLEMENT

SC0100000		DISPATCH NUMBER 2006-026385B	ORIGINAL CASE NUMBER	PAGE 1 OF 3 PAGES	INQ. ENTRY	INQ.	ENT.		
☒ ORIGINAL REPORT ☐ MODIFIES REPORT		☐ SUPPLEMENTAL REPORT ☐ CASE STATUS CHANGE	☐ ADDITIONAL VICTIMS ☐ ADDITIONAL OFFENDERS	☐ ADDITIONAL WITNESSES ☐ ADDITIONAL SUBJECTS	☐ ADDITIONAL STOLEN PROPERTY ☐ ADDITIONAL RECOVERED PROPERTY				
SUBJ. I.D. ARREST SUBJ. I.D. ARREST SUBJ. I.D. ARREST SUBJ. I.D. ARREST REMARKS ADMINISTRATIVE	☐ COMPLAINANT ☐ VICTIM # ☒ SUSPECT # 2 ☐ SUBJECT # ☐ WITNESS # ☐ WANTED ☐ WARRANT ☐ ARREST ☐ RUNAWAY ☐ MISSING PERSON	NAME: (LAST, FIRST, MIDDLE) NOCE, NICHOLAS 0001060903		RELATIONSHIP TO SUBJECT #1 FRIEND #2 N/A #3 FRIEND	RESIDENT #1 SOU #2 W #3 M	AGE 24	DOB 9/30/80	ETH N	
	HEIGHT WEIGHT HAIR EYES 510 180 BRN BRN		FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		DRIVERS LIC / ID & STATE 011142570 - SC		SOCIAL SECURITY #		
	ADDRESS # 315		STREET NAME JEAN ST.		CITY CHAS.	STATE SC	ZIP CODE 29407	DAY PHONE 607-3574	EVENING PHONE 607-3574
	☐ VISIBLE INQUIRY YES		☒ NO ☐		☐ USING ALCOHOL NO ☒ YES ☐ UNK		☐ TWO-WAY VEHICLE ONE-WAY VEHICLE ☐ OTHER		☐ DETECTIVE SPLASH ☐ ALONE
	OCCUPATION BARBACK		EMPLOYER PLEX		ALIAS		NIC #		
	(A) CHARGE N/A				(C) CHARGE				
	(B) CHARGE				(D) CHARGE				
	☐ COMPLAINANT ☐ VICTIM # ☒ SUSPECT # 3 ☐ SUBJECT # ☐ WITNESS # ☐ WANTED ☐ WARRANT ☐ ARREST ☐ RUNAWAY ☐ MISSING PERSON	NAME: (LAST, FIRST, MIDDLE) WARREN, ANDREW EDMUND 0001213705		RELATIONSHIP TO SUBJECT #1 FRIEND #2 FRIEND #3 N/A	RESIDENT #1 SOU #2 W #3 M	AGE 19	DOB 7/14/87	ETH N	
	HEIGHT WEIGHT HAIR EYES 600 195 BRN BLU		FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		DRIVERS LIC / ID & STATE 090542467 - SC		SOCIAL SECURITY #		
	ADDRESS # 1301		STREET NAME LAUREL RIDGE TRL.		CITY MT. PLS	STATE SC	ZIP CODE 29464	DAY PHONE 303-3540	EVENING PHONE 303-3540
☐ VISIBLE INQUIRY YES		☒ NO ☐		☐ USING ALCOHOL NO ☒ YES ☐ UNK		☐ TWO-WAY VEHICLE ONE-WAY VEHICLE ☐ OTHER		☐ DETECTIVE SPLASH ☐ ALONE	
OCCUPATION WAITER		EMPLOYER FONDULLY YOURS		ALIAS		NIC #			
(A) CHARGE N/A				(C) CHARGE					
(B) CHARGE				(D) CHARGE					
☐ COMPLAINANT ☐ VICTIM # ☐ SUSPECT # ☐ SUBJECT # ☐ WITNESS # ☐ WANTED ☐ WARRANT ☐ ARREST ☐ RUNAWAY ☐ MISSING PERSON	NAME: (LAST, FIRST, MIDDLE) N/A		RELATIONSHIP TO SUBJECT #1 #2 #3	RESIDENT #1 SOU #2 #3	AGE	DOB	ETH		
HEIGHT WEIGHT HAIR EYES		FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		DRIVERS LIC / ID & STATE		SOCIAL SECURITY #			
ADDRESS #		STREET NAME		CITY	STATE	ZIP CODE	DAY PHONE	EVENING PHONE	
☐ VISIBLE INQUIRY YES		☐ NO ☐		☐ USING ALCOHOL NO ☐ YES ☐ UNK		☐ TWO-WAY VEHICLE ONE-WAY VEHICLE ☐ OTHER		☐ DETECTIVE SPLASH ☐ ALONE	
OCCUPATION		EMPLOYER		ALIAS		NIC #			
(A) CHARGE N/A				(C) CHARGE					
(B) CHARGE				(D) CHARGE					
- R/D THEN HAD ALL SUSPECTS RETURN THE STOLEN WOOD TO THE VICTIM'S YARD. THEY WERE ALL ADVISED OF THEIR COURT DATE AND TIME.									
NOTHING FURTHER.									
ORIGINAL COPY									
SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		☐ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		☐ ARRESTED UNDER J8 ☐ ARRESTED J8 AND OVER		☐ EX-CLEAR UNDER J8 ☐ EX-CLEAR J8 AND OVER	
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM RELINQUISHES COOPERATION 5. ☐ JUVENILE NO CUSTODY				REPORTING OFFICER(S) S. MIDGETT					
DATE 12/8/2006		BADGE NUMBER 9510		FOLLOWUP INVESTIGATION ☐ YES ☐ NO		DATE 12/20/06		BADGE NUMBER 8460	

CCSO-103 3/1/99

ROA 0341

J. Al Cannon, Sheriff

KS

ARTICLE SUPPLEMENT

SC0100000

DISPATCH NUMBER
2006-026385B

ORIGINAL CASE NUMBER

PAGE 3 OF 3 PAGES

NCIC
ENTRY

INQ. ENT.

☒ ORIGINAL REPORT ☐ MODIFIES ORIGINAL ☐ SUPPLEMENTAL REPORT ☐ CASE STATUS CHANGE ☐ ADDITIONAL STOLEN PROPERTY ☐ ADDITIONAL RECOVERED PROPERTY

VEH. / GUN / ETC.	STATUS	TYPE	LICENSE/REGISTRATION NO.	BOAT HULL NO. OR VIN NO.	OWNER APPLIED #	YEAR OF REGISTRATION	YEAR OF EXPIRATION	YEAR	MAKE	TYPE	MODEL	STYLE	BRAND NAME	COLOR	CALIBER	SECURITIES DATE	JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY	JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY
VEH. / GUN / ETC.	☐ STOLEN	☒ VEHICLE	773SSU - SC	UNK		N/A	2006	2007	2000	NISSAN	PC	4DS	N/A	WHI	N/A		N/A	N/A
	☐ RECOVERED	☐ GUN																
	☐ FOUND	☐ BOAT																
	☐ VICTIM	☐ LICENSE PLATE																
	☒ SUSPECT	☐ SECURITIES/BONDS, STOCKS																
	☐ TOWED																	
VEH. / GUN / ETC.	☐ STOLEN	☐ VEHICLE	N/A															
	☐ RECOVERED	☐ GUN																
	☐ FOUND	☐ BOAT																
	☐ VICTIM	☐ LICENSE PLATE																
	☐ SUSPECT	☐ SECURITIES/BONDS, STOCKS																
	☐ TOWED																	
VEH. / GUN / ETC.	☐ STOLEN	☐ VEHICLE	N/A															
	☐ RECOVERED	☐ GUN																
	☐ FOUND	☐ BOAT																
	☐ VICTIM	☐ LICENSE PLATE																
	☐ SUSPECT	☐ SECURITIES/BONDS, STOCKS																
	☐ TOWED																	
VEH. / GUN / ETC.	☐ STOLEN	☐ VEHICLE	N/A															
	☐ RECOVERED	☐ GUN																
	☐ FOUND	☐ BOAT																
	☐ VICTIM	☐ LICENSE PLATE																
	☐ SUSPECT	☐ SECURITIES/BONDS, STOCKS																
	☐ TOWED																	

ORIGINAL COPY

REMARKS

ADMINISTRATIVE

SUBJECT IDENTIFIED ☒ YES ☐ NO	SUBJECT LOCATED ☒ YES ☐ NO	☐ ACTIVE ☐ ADM. CLOSED	☐ ARRESTED UNDER 18	☐ EX-CLEAR UNDER 18
		☐ UNFOUNDED	☐ ARRESTED 18 AND OVER	☐ EX-CLEAR 18 AND OVER
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE NO CUSTODY				
REPORTING OFFICER(S) S. MIDGETT	DATE 12/08/06	BADGE NUMBER 9510	APPROVING OFFICER <i>[Signature]</i>	DATE 12/20/06
			FOLLOW-UP INVESTIGATION ☐ NO ☐ YES	BADGE NUMBER 8460

ROA 0342

INCIDENT REPORT

CHARLESTON COUNTY SHERIFF'S OFFICE
3505 PINEHAVEN DRIVE • CHARLESTON HEIGHTS, SC 29405-7789 • (843) 554-4700J. Al Cannon, Jr.
Sheriff

SC0100000		DISPATCH NUMBER 2006-011240-B		ORIG CASE #		PAGE 1 OF 2 PAGES		NCIC ENTRY		NO		ENT					
INCIDENT TYPE 1. ILLEGAL PARKED VEHICLE		INCIDENT CODE		COMPLETED ☒ YES ☐ NO		FORCED ENTRY ☐ YES ☒ NO		PREMISE TYPE BUSINESS		UNITS EXTENDED N/A		TYPE VICTIM ☐ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Org. ☐ Sec./Pub ☐ Other ☐ Unknown ☐ Police Off.					
2. N/A				☐ YES ☐ NO		☐ YES ☐ NO		N/A		N/A							
3. N/A				☐ YES ☐ NO		☐ YES ☐ NO		N/A		N/A							
INCIDENT LOCATION 2988 HWY 17N MT. PLEASANT SC		ZIP CODE 29466		WEAPON TYPE NONE													
BEGINNING INCIDENT DATE 05-14-06		24 HR. CLOCK 0800		ENDING INCIDENT DATE 05-24-06		24 HR. CLOCK 0800		DISP. DATE 05-24-06		DISP. TIME 0821		TIME ARRIVED 0829		DEPART TIME 0900		TRACT # 616-D	
NAME (LAST, FIRST, MIDDLE) WALSHE, ALTON		RELATIONSHIP TO SUBJECT UNK		RESIDENT N/A		RACE W		SEX M		AGE 46		DOB 02-11-60		ETH W			
HEIGHT 5-08		WEIGHT 130		HAIR BRN		EYES BRN		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. NONE		DRIVERS LIC. & STATE 8073593 SC		SOCIAL SECURITY # N/A					
ADDRESS # 2988		STREET NAME HWY 17N		CITY MT. PLEASANT		STATE SC		ZIP CODE 29466		DAY PHONE 849-8110		EVENING PHONE N/A		H B			
OCCUPATION MANAGER		EMPLOYER STOW AWAY STORAGE		ALIAS NONE		NIC #											
NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT		RACE		SEX		AGE		DOB		ETH			
		#1		#2		#3		JSOU									
HEIGHT		WEIGHT		HAIR		EYES		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		DRIVERS LIC. & STATE		SOCIAL SECURITY #					
ADDRESS #		STREET NAME		CITY		STATE		ZIP CODE		DAY PHONE		EVENING PHONE		H B			
☐ VISIBLE INJURY		☐ NO ☐ YES		COMPLAINT OF NON-VISIBLE INJURIES ☐ NO ☐ YES		USING ALCOHOL ☐ NO ☐ YES ☐ UNK		☐ TWO-MAN VEHICLE ☐ DETECTIVE SPASMT. ☐ ALONE		☐ ONE-MAN VEHICLE ☐ OTHER		☐ ASSISTED					
EXPLAIN						DRUGS ☐ NO ☐ YES TYPE		☐ UNK									
OCCUPATION		EMPLOYER		ALIAS		NIC #											
☐ COMPLAINT		NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT		RACE		SEX		AGE		DOB		ETH	
☐ VICTIM #		UNKNOWN		#1		#2		#3		JSOU							
☐ SUSPECT #		HEIGHT		WEIGHT		HAIR		EYES		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		DRIVERS LIC. & STATE		SOCIAL SECURITY #			
☐ SUBJECT #		ADDRESS #		STREET NAME		CITY		STATE		ZIP CODE		DAY PHONE		EVENING PHONE		H B	
☐ WITNESS #																	
☐ WANTED																	
☐ WARRANT		☐ VISIBLE INJURY		☐ NO ☐ YES		COMPLAINT OF NON-VISIBLE INJURIES ☐ NO ☐ YES		USING ALCOHOL ☐ NO ☐ YES ☐ UNK		☐ TWO-MAN VEHICLE ☐ DETECTIVE SPASMT. ☐ ALONE		☐ ONE-MAN VEHICLE ☐ OTHER		☐ ASSISTED			
☐ ARREST		EXPLAIN						DRUGS ☐ NO ☐ YES TYPE		☐ UNK							
☐ RUNAWAY		OCCUPATION		EMPLOYER		ALIAS		NIC #									
☐ MISSING PERSON																	
(A) CHARGE		(C) CHARGE															
(B) CHARGE		(D) CHARGE															
NARRATIVE MT. PLEASANT - COMPLAINANT STATED THAT LISTED VEHICLE WAS PARKED ON BUSINESS PROPERTY. COMPLAINANT DOES NOT KNOW WHO LEFT VEHICLE ON PROPERTY. COMPLAINANT WILL ATTEMPT TO CONTACT COMPANY THAT OWNS VEHICLE PRIOR TO HAVING VEHICLE REMOVED. RID RAN LICENSE TAG ON VEHICLE AND IT CAME BACK NOT ON FILE. COMPLAINANT BELIEVES VEHICLE IS USED BY CONTRACTORS DOING CONSTRUCTION IN AREA. RID WILL FOLLOW UP WITH COMPLAINANT.																	
TYPE (GROUP)										TOTAL VALUE		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY					
STOLEN												N/A					
DAMAGED												N/A					
BURNED												N/A					
RECOVERED												N/A					
SEIZED												N/A					
SUBJECT IDENTIFIED ☐ YES ☒ NO		SUBJECT LOCATED ☐ YES ☒ NO		☐ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER		☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER									
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY																	
REPORTING OFFICER(S) DEP. J. E. JACOBIE		DATE 05-24-06		BADGE NUMBER 9437		APPROVING OFFICER Heidi L. L.		DATE 5/25/06		BADGE NUMBER 8266							
FOLLOW-UP INVESTIGATION ☐ YES ☐ NO																	

ROA 0343

ARTICLE SUPPLEMENT

CHARLESTON COUNTY SHERIFF'S OFFICE
3505 PINEHAVEN DRIVE • CHARLESTON HEIGHTS, S.C. 29405-7788 • (843) 554-4700J. Al Cannon, Jr.
SheriffKS
gfw

SC0100000

DISPATCH NUMBER
2006-011240-B

ORIGINAL CASE NUMBER

PAGE 2 OF 2 PAGES

NCIC
ENTRY

INT.

☒ ORIGINAL
REPORT☐ MODIFIES
ORIGINAL☐ SUPPLEMENTAL
REPORT☐ CASE STATUS
CHANGE☐ ADDITIONAL
STOLEN PROPERTY☐ ADDITIONAL
RECOVERED PROPERTY

STATUS TYPE
☐ STOLEN ☒ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. 45894H BOAT HULL NO. OR VIN NO. 1TKJ049334B011589
SERIAL # NONE OWNER APPLIED # NONE
YEAR OF REGISTRATION 2006 YEAR OF EXPIRATION 2006 MAKE UNK TYPE TRAILER
MODEL H6 SERIES STYLE N/A BRAND NAME N/A COLOR BLACK CALIBER N/A
NIC NO. N/A DENOMINATION N/A ISSUER N/A SECURITIES DATE N/A
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY N/A JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY N/A

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. BOAT HULL NO. OR VIN NO.
SERIAL # OWNER APPLIED #
YEAR OF REGISTRATION YEAR OF EXPIRATION YEAR MAKE TYPE
MODEL STYLE BRAND NAME COLOR CALIBER
NIC NO. DENOMINATION ISSUER SECURITIES DATE
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. BOAT HULL NO. OR VIN NO.
SERIAL # OWNER APPLIED #
YEAR OF REGISTRATION YEAR OF EXPIRATION YEAR MAKE TYPE
MODEL STYLE BRAND NAME COLOR CALIBER
NIC NO. DENOMINATION ISSUER SECURITIES DATE
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. BOAT HULL NO. OR VIN NO.
SERIAL # OWNER APPLIED #
YEAR OF REGISTRATION YEAR OF EXPIRATION YEAR MAKE TYPE
MODEL STYLE BRAND NAME COLOR CALIBER
NIC NO. DENOMINATION ISSUER SECURITIES DATE
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY

STATUS TYPE
☐ STOLEN ☐ VEHICLE
☐ RECOVERED ☐ GUN
☐ FOUND ☐ BOAT
☐ VICTIM ☐ LICENSE PLATE
☐ SUSPECT ☐ SECURITIES/BONDS, STOCKS
☐ ARTICLE
☐ TOWED

LICENSE/REGISTRATION NO. BOAT HULL NO. OR VIN NO.
SERIAL # OWNER APPLIED #
YEAR OF REGISTRATION YEAR OF EXPIRATION YEAR MAKE TYPE
MODEL STYLE BRAND NAME COLOR CALIBER
NIC NO. DENOMINATION ISSUER SECURITIES DATE
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY

REMARKS

ADMINISTRATIVE

SUBJECT IDENTIFIED ☒ YES ☐ NO SUBJECT LOCATED ☒ YES ☐ NO ☒ ACTIVE ☐ ADM CLOSED ☐ UNFOUNDED ☐ ARRESTED UNDER 18 ☐ EX-CLEAR UNDER 18
☐ ARRESTED 18 AND OVER ☐ EX-CLEAR 18 AND OVER
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY
REPORTING OFFICER(S) DATE BADGE # APPROVING OFFICER DATE BADGE #
DEP. J-E. JACOBIC 05-24-06 9433 [Signature] 5/25/06 8746
FOLLOW UP INVESTIGATION ☐ NO ☐ YES OFFICER

ROA 0344

ORIGINAL

D.P.S. USE ONLY				Page #	SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM				# Of Units	Amended - Attach Copy of Original Report	Notified	Arrived															
2005-025703-B				1	TR-310 (Rev. 01/2001)				1	Corrected	1550	1557															
Date	Time	County	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Collision Location (Rt. # / Name) 2988 HWY 17N (PRIVATE PROPERTY)				0- Main 1- Alternate 2- Spur	6- Connection 7- Business 8- Other	Miles: .1	In / Near City or Town of: Mt. Pleasant															
Lane # / Dir.	Distance Offset	Direction	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Base Intersection (Rt. # / Name)				0- Main 1- Alternate 2- Spur	6- Connection 7- Business 8- Other	ASRU Code	MP/ Grid															
#	Dir.	Miles	N E S W	N E S W	Second Intersection (Rt. # / Name)				0- Main 1- Alternate 2- Spur	6- Connection 7- Business 8- Other	Latitude	Longitude															
R.R. Id.	From	Ramp Only	To	1- Interstate 2- US Primary 3- SC Primary	Second Intersection (Rt. # / Name)				0- Main 1- Alternate 2- Spur	6- Connection 7- Business 8- Other	Latitude	Longitude															
Q-243679				Driver/Pedestrian's Full Name Ray, Patricia				Q-243680				Driver/Pedestrian's Full Name															
Unit #	Sex	Race	Street/R.F.D.				Unit #	Sex	Race	Street/R.F.D.																	
1	F	W	1416 Riflerange Rd.				N/A																				
Birth Date		City, State, & Zip		State		Driver's License #		Insurance Company		Year		Body															
9/5/53		Mt. Pleasant, SC 29464		SC		00368311		Continental County Co		Year		Body															
02		7K		FORD		VIN #		1FDWE35L62H817727		Year		Body															
OK		05		22N649		Owner's D.L. #		Unknown		Year		Body															
Home Telephone		Owner's Full Name		Home Telephone		Owner's Full Name		Home Telephone		Owner's Full Name		Home Telephone															
()		Budget Rent A Car		()		Budget Rent A Car		()		Budget Rent A Car		()															
Bus. Telephone		Street/R.F.D.		Bus. Telephone		Street/R.F.D.		Bus. Telephone		Street/R.F.D.		Bus. Telephone															
(843) 863-9676		2704 S Meridian Ave		()		2704 S Meridian Ave		()		2704 S Meridian Ave		()															
Contributed To Collision		City, State, & Zip		Contributed To Collision		City, State, & Zip		Contributed To Collision		City, State, & Zip		Contributed To Collision															
Yes		No		Yes		No		Yes		No		Yes															
Estimated Speed		Speed Limit		C.D.L. Req: Yes No		T/B S Req: Yes No		Alc/Org Info (see back): Yes No		Estimated Speed		Speed Limit															
5		15		N/A		N/A		N/A		Estimated Speed		Speed Limit															
Q-243681		Driver/Pedestrian's Full Name				State		Year		License Plate #		Owner's D.L. #															
Unit #	Sex	Race	Street/R.F.D.				Home Telephone		Owner's Full Name																		
N/A							()																				
Birth Date		City, State, & Zip		Home Telephone		Owner's Full Name		Bus. Telephone		Street/R.F.D.																	
				()				()																			
State		Driver's License #		Insurance Company		Contributed To Collision		City, State, & Zip		Contributed To Collision		City, State, & Zip															
Year		Body		Vehicle Make		VIN #		Estimated Speed		Speed Limit		C.D.L. Req: Yes No															
								Summons #		Code		Summons #															
Dir. of Travel:		Unit 1: N S E W		Unit 2: N S E W		Unit 3: N S E W		Unit 1 Dam.		Unit 2 Dam.		Unit 3 Dam.															
								\$		\$		\$															
								None				5000															
								Property Owner/Witness		Property Owner/Witness		Property Owner/Witness															
								Sami Surifan		Sami Surifan		Sami Surifan															
								Address		Address		Address															
								2988 HWY 17N		2988 HWY 17N		2988 HWY 17N															
								State Zip		State Zip		State Zip															
								SC 29464		SC 29464		SC 29464															
								Phone		Phone		Phone															
								849-8110		849-8110		849-8110															
								Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)		Photo: Describe What Happened (Refer to Units by Number)															
								Y N		Y N		Y N															
								Unit # 1 attempted to pass underneath		Unit # 1 attempted to pass underneath		Unit # 1 attempted to pass underneath															
								an automatic gate. The automatic gate		an automatic gate. The automatic gate		an automatic gate. The automatic gate															
								closed, striking Unit # 1. The gate		closed, striking Unit # 1. The gate		closed, striking Unit # 1. The gate															
								caught on the right rear edge of		caught on the right rear edge of		caught on the right rear edge of															
								the vehicle and was torn off.		the vehicle and was torn off.		the vehicle and was torn off.															
								- (Private Property)		- (Private Property)		- (Private Property)															
NOTICE - THE TR-310 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF COVERING THE COLLISION BUT NO WARRANTY IS MADE AS TO THE FACTUAL ACCURACY THEREOF.												Investigating Officer's Name		Rank		Badge #		Code		Date		Reviewer's Name		Rank		Internal Agency Code	
												S. E. Hudson		Det		8895		CICCOB		4/16/05		M. ANDERSON		SGT		2005-025703-B	

ROA 0345

2005-025703-B

INCIDENT TYPE: ☒ ACCIDENT / ☐ PROPERTY DAMAGE		COMPLETED: ☒ YES ☐ NO		FORCED ENTRY: ☒ YES ☐ NO	
WEAPON TYPE: ☒ NONE		WEAPON TYPE: ☒ NONE		WEAPON TYPE: ☒ NONE	
INCIDENT LOCATION: MT PLEASANT, SOUTH CAROLINA		ZIP CODE: 29466		WEAPON TYPE: N/A	
INCIDENT DATE: 6-08-05	24 HR CLOCK: 1337	ENDING INCIDENT DATE: 6-08-05	24 HR CLOCK: 1344	DISP DATE: 6-13-05	DISP TIME: 1149
NAME (LAST, FIRST, MIDDLE): WALSH - ALLISON BELL		RELATIONSHIP TO SUBJECT: NONE		RESIDENT: ☒ YES ☐ NO	
HEIGHT: 5'00"	WEIGHT: 160	HAIR: BRN	EYES: BLU	FACIAL MARKS SCARS TATTOOS GLASSES CLOTHING PHYSICAL PECULIARITIES ETC: NONE	
ADDRESS: 6046		STREET NAME: MOSSEY GROVE W.		CITY: AWENDAW	STATE: SC
OCCUPATION: MANAGER		EMPLOYER: STOWAWAY STORAGE		ALIAS: NONE	NIC #: NONE
NAME (LAST, FIRST, MIDDLE): STOWAWAY STORAGE		RELATIONSHIP TO SUBJECT: N/A		RESIDENT: ☒ YES ☐ NO	
HEIGHT: 5'00"	WEIGHT: 160	HAIR: BRN	EYES: BLU	FACIAL MARKS SCARS TATTOOS GLASSES CLOTHING PHYSICAL PECULIARITIES ETC: N/A	
ADDRESS: 2918		STREET NAME: Highway 17 N		CITY: MT PLEASANT	STATE: SC
OCCUPATION: TRUCK DRIVER		EMPLOYER: UNKNOWN		ALIAS: N/A	NIC #: N/A

(FORCHER BLUFF) THE COMPLAINANT ADVISED THAT THE SUBJECT VEHICLE HAD ATTEMPTED TO MAKE A U-TURN INSIDE THE ENTRANCE AND BROKE FIVE 4x4 FENCE POSTS (\$325.00). SHE ADVISED THAT SHE HAD THE INCIDENT ON VIDEO, FROM THE BUSINESS SECURITY CAMERA. THE R/D OBSERVED THE VIDEO SHOWING THE SUBJECT VEHICLE STRIKING THE POSTS AND THE SUSPECT EXIT THE VEHICLE TO CHECK THE DAMAGE TO HIS VEHICLE. ONE OF THE COMPLAINANTS CLIENTS OBSERVED THE SUBJECT VEHICLE AND WROTE DOWN THE TRAILER'S TAG: TENN - TYB5700. THE R/D ATTEMPTED TO LOCATE THE REGISTERED OWNER, BUT THE TAG WAS NOT ON FILE. THE TAG ON THE SEMI WAS

TYPE (GROUP)	WOODEN POSTS	TOTAL VALUE	JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY
STOLEN			
DAMAGED	325	325	N/A
BURNED			
RECOVERED			
SEIZED			N/A

SUBJECT IDENTIFIED: ☒ YES ☐ NO	SUBJECT LOCATED: ☒ YES ☐ NO	ACTIVE: ☐ YES ☒ NO	ADM CLOSED: ☐ YES ☒ NO	ARRESTED UNDER 18: ☐ YES ☒ NO	ARRESTED 18 AND OVER: ☐ YES ☒ NO	EX-CLEAR UNDER 18: ☐ YES ☒ NO	EX-CLEAR 18 AND OVER: ☐ YES ☒ NO
PERSON FOR EXCEPTIONAL CLEARANCE: ☐ OFFENDER DEATH ☐ NO PROSECUTION ☐ EXTRADITION DENIED ☐ VICTIM DECLINES COOPERATION ☐ JUVENILE - NO CUSTODY							
REPORTING OFFICER: J. P. VAN KET		DATE: 6/13/05		APPROVING OFFICER: [Signature]		DATE: 6/13/05	

☐ STOLEN ☐ RECOVERED ☐ FOUND ☐ VICTIM ☒ SUSPECT ☐ TOWED		☐ GUN ☐ BOAT ☐ LICENSE PLATE ☐ SECURITIES/BONDS/STOCKS ☐ ARTICLE		LICENSE/REGISTRATION NO UNKNOWN	BOAT HULL NO OR VIN NO UNKNOWN
STATUS ☒ STOLEN ☐ RECOVERED ☐ FOUND ☐ VICTIM ☒ SUSPECT ☐ TOWED		TYPE ☒ VEHICLE TRAILER ☐ GUN ☐ BOAT ☐ LICENSE PLATE ☐ SECURITIES/BONDS/STOCKS ☐ ARTICLE		LICENSE/REGISTRATION NO TYB5700	BOAT HULL NO OR VIN NO UNKNOWN
YEAR OF REGISTRATION UNKNOWN		YEAR OF EXPIRATION UNKNOWN		YEAR UNK	MAKE UNK
MODEL UNKNOWN		STYLE TRACTOR		BRAND NAME UNK	COLOR RED
NIC NO N/A		DENOMINATION N/A		ISSUER N/A	SECURITIES DATE N/A
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY N/A			JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY N/A		

NOT KNOWN AND THE SECURITY VIDEO WAS FROM A DISTANCE WHERE NOTHING ON THE TRUCK WAS LEGIBLE. THE VIDEO WAS NOT PUT INTO EVIDENCE BECAUSE ONLY THE VEHICLE COLOR WAS VISIBLE. THE INCIDENT HAPPENED FIVE DAYS PRIOR TO THE SHERIFF'S OFFICE BEING CALLED.

SUBJECT IDENTIFIED ☒ YES ☐ NO	SUBJECT LOCATED ☒ YES ☐ NO	REACTIVE ☒ UNFOUNDED ☐ ADM CLOSED	ARRESTED UNDER 14 ☐ ARRESTED 14 AND OVER	EX-CLEAR UNDER 14 ☒ EX-CLEAR 14 AND OVER
REASON FOR EXCEPTIONAL CLEARANCE 1 ☐ OFFENDER DEATH 2 ☐ NO PROSECUTION 3 ☐ EXTRADITION DENIED 4 ☐ VICTIM DECLINES COOPERATION 5 ☐ JUVENILE - NO COURT RECORD				
APPROVING OFFICER J. P. WINKETT	DATE 6-13-05	BADGE # 93711	APPROVING OFFICER [Signature]	DATE 6-13-05

ORIGINAL COPY

ROA 0350

PERSONAL SUPPLEMENT

SC0100000		DISPATCH NUMBER 2004-018821-E		CHARGING AGENCY MAY 12 2004	
☒ ORIGINAL REPORT ☐ MODIFIES ORIGINAL		☐ SUPPLEMENTAL REPORT ☐ CASE STATUS CHANGE		☐ ADDITIONAL VICTIM ☐ ADDITIONAL OFFENDERS	
☐ ADDITIONAL WITNESSES ☐ ADDITIONAL SUBJECTS		☐ ADDITIONAL ETC. (PROPERTY) ☐ ADDITIONAL ETC. (PROPERTY)			
☒ COMPLAINT ☒ VICTIM # 2 ☒ SUSPECT # 1 ☐ WITNESS # ☐ WANTED ☐ WARRANT ☐ ARREST ☐ RUNAWAY ☐ MISSING PERSON		NAME (LAST, FIRST, MIDDLE) Wells - Cassey William HEIGHT 6'2" WEIGHT 200 BPO BLU ADDRESS # UNK STREET NAME CITY STATE ZIP CODE DAY PHONE EVENING PHONE		RELATIONSHIP TO SUBJECT N/A RESIDENT RACE SEX AGE DOB J 804 W M 33 5-12-71 DRIVERS LIC. & STATE SC 011619790 SOCIAL SECURITY #	
☐ VISIBLE INJURY ☐ COMPLAINT OF NON-VISIBLE INJURIES ☐ EXPLAIN OCCUPATION General Construction EMPLOYER UNK ALIAS UNK NIC # N/A		USING ALCOHOL ☐ NO ☐ YES ☐ UNK DRUGS ☐ NO ☐ YES TYPE ☐ TWO-MAN VEHICLE ☐ DETECTIVE/PLASMIT ☐ ALONE ☐ ONE-MAN VEHICLE ☐ OTHER ☐ ASSISTED			
(A) CHARGE		(B) CHARGE		(C) CHARGE	
N/A		N/A		N/A	
☒ COMPLAINT ☒ VICTIM # 3 ☒ SUSPECT # 1 ☐ WITNESS # ☐ WANTED ☐ WARRANT ☐ ARREST ☐ RUNAWAY ☐ MISSING PERSON		NAME (LAST, FIRST, MIDDLE) Boyer - Jessie HEIGHT 5'8" WEIGHT 140 BPO BRN ADDRESS # 1508 STREET NAME CITY STATE ZIP CODE DAY PHONE EVENING PHONE		RELATIONSHIP TO SUBJECT N/A RESIDENT RACE SEX AGE DOB W 804 W M 33 12-21-71 DRIVERS LIC. & STATE SC 7003963 SOCIAL SECURITY #	
☐ VISIBLE INJURY ☐ COMPLAINT OF NON-VISIBLE INJURIES ☐ EXPLAIN OCCUPATION Dint Hauler EMPLOYER Lloyd McCrison ALIAS '5' NIC # N/A		USING ALCOHOL ☐ NO ☐ YES ☐ UNK DRUGS ☐ NO ☐ YES TYPE ☐ TWO-MAN VEHICLE ☐ DETECTIVE/PLASMIT ☐ ALONE ☐ ONE-MAN VEHICLE ☐ OTHER ☐ ASSISTED			
(A) CHARGE		(B) CHARGE		(C) CHARGE	
N/A		N/A		N/A	
☒ COMPLAINT ☒ VICTIM # ☒ SUSPECT # 1 ☐ WITNESS # ☐ WANTED ☐ WARRANT ☐ ARREST ☐ RUNAWAY ☐ MISSING PERSON		NAME (LAST, FIRST, MIDDLE) Walsh - Allison HEIGHT 5'4" WEIGHT 150 BPO BRN ADDRESS # 2988 STREET NAME CITY STATE ZIP CODE DAY PHONE EVENING PHONE		RELATIONSHIP TO SUBJECT STR STR STR RESIDENT RACE SEX AGE DOB W 804 W F 44 11-31-60 DRIVERS LIC. & STATE SC 274466 SOCIAL SECURITY #	
☐ VISIBLE INJURY ☐ COMPLAINT OF NON-VISIBLE INJURIES ☐ EXPLAIN OCCUPATION Manager - Self Storage EMPLOYER Stow Away Storage ALIAS UNK NIC # N/A		USING ALCOHOL ☐ NO ☐ YES ☐ UNK DRUGS ☐ NO ☐ YES TYPE ☐ TWO-MAN VEHICLE ☐ DETECTIVE/PLASMIT ☐ ALONE ☐ ONE-MAN VEHICLE ☐ OTHER ☐ ASSISTED			
(A) CHARGE		(B) CHARGE		(C) CHARGE	
N/A		N/A		N/A	
known. No other storage units appeared to have been entered. Victim believes it is probably somebody known to him. Victim provided three possible suspects. Suspect #1 had recently come to work for the victim, had seen the storage unit in the day or two he worked, then stopped showing up for work the weekend of the break-in. Suspect #2 had worked for the victim in the past and was previously arrested for stealing from the victim. Suspect #3 is the victim's former brother-in-law with whom the victim does not get along. Victim states suspect					
SUBJECT IDENTIFIED ☐ NO ☒ YES		SUBJECT LOCATED ☐ NO ☒ YES		☒ ACTIVE ☐ ADM CLOSED ☐ UNFOUNDED ☐ ARRESTED UNDER 18 ☐ EX-CLEAR UNDER 18 ☐ ARRESTED 18 AND OVER ☐ EX-CLEAR 18 AND OVER	
REASON FOR EXCEPTIONAL CLEARANCE		1. OFFENDER DEATH 2. NO PROSECUTION 3. EXTRADITION DENIED 4. VICTIM DECLINES COOPERATION 5. AVOIDANCE - NO CUSTODY			
REPORTING OFFICER(S)		DATE		BADGE #	
Fink-M-G.		8-13-04		965	
APPROVING OFFICER		DATE		BADGE #	
[Signature]		8-18-04		[Signature]	
FOLLOW UP INVESTIGATION		OFFICER			
☐ NO ☒ YES					

INCIDENT SUPPLEMENT

CHARLESTON COUNTY SHERIFF'S OFFICE
3805 PINEHAVEN DRIVE - CHARLESTON HEIGHTS, S.C. 29405-7760 - (803) 564-4700

J. Al Cannon, Jr.
Sheriff

SGO100000	DISPATCH NUMBER	ORIGINAL CASE NUMBER 2004-022615-B	PAGE 1 OF 1	PAGES	INDEX ENTRY	FILE
☐ ORIGINAL REPORT	☒ SUPPLEMENTAL REPORT	☐ ADDITIONAL VICTIMS	☐ ADDITIONAL WITNESSES	☐ ADDITIONAL STOLEN PROPERTY		
☐ MODIFIED ORIGINAL	☒ CASE CHANGE	☐ ADDITIONAL OFFENDERS	☐ ADDITIONAL SUBJECTS	☐ ADDITIONAL RECOVERED PROPERTY		

Original Incident: Stolen Motor Vehicle

Incident Date: 10/02/04

Incident Location: 2328 Midland Park Rd.
N. Charleston, SC 29406

Victim: Williams, Archele
2178 Victory Lane
N. Charleston, SC 29406

Suspect: Johnson, Reginald Maurice B/M DOB: 09/25/69
1048 Old Back River Rd.
Goose Creek, SC 29445

On 10/04/04 the victim reported his vehicle stolen. The victim identified the person who stole the car as "Red."

The vehicle was recovered by the Berkeley County Sheriff's Office and the above listed suspect was arrested for possession of a stolen vehicle. I/D contacted the victim and advised that he could come in and look at a photo lineup and try and identify the person who stole his car. To date, the victim has failed to come in and speak with I/D.

Due to the results of the investigation, I/D requests this case be exceptionally cleared due to a lack of victim cooperation.

ORIGINAL COPY

ADMINISTRATIVE	TYPE GROUP	Automobile				TOTAL VALUE	
	STOLEN						
	DAMAGED						
	BURNED						
	RECOVERED	25000				25000	Chas. Co. S.O.
	SEIZED						
	SUBJECT IDENTIFIED	☒ YES ☐ NO	SUBJECT LOCATED	☒ YES ☐ NO	☐ ACTIVE ☐ ADM. CLOSED	☐ ARRESTED UNDER 18	☐ EX. CLEAR UNDER 18
				☐ UNFOUNDED		☐ ARRESTED 18 AND OVER	☐ EX. CLEAR 18 AND OVER
	REASON FOR EXCEPTIONAL CLEARANCE: ☐ OFFENDER DEATH ☐ NO PROSECUTION ☐ EXTRADITION DENIED ☒ VICTIM DECLINES COOPERATION ☐ JUVENILE NO CUSTODY						
	REPORTING OFFICERS	DATE	RADIO NUMBER	APPROVING OFFICER	DATE	RADIO NUMBER	
Anderson, M.	12/22/04	9336	Morris, N.	12/22/04	9336		
FOLLOW UP INVESTIGATION ☐ YES ☐ NO OFFICER							

ROA 0353

NAME (LAST, FIRST, MIDDLE)		STREET NAME		CITY	STATE	ZIP CODE	DAY PHONE	EVENING PHONE
Hwy 17 North		NONE		MT. PLEASANT	SC	29466	388-1767	
OCCUPATION		EMPLOYER		ALIAS		NIC #		
MANAGER		STOW-Away-Storage		NONE		N/A		
WEIGHT		HAIR		EYES		FACIAL MARKS, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		
150		BROWN		BROWN		NONE		
RELATIONSHIP TO SUBJECT		RESIDENT		RACE		SEX		AGE
N/A		J S O U		W		M		25
DRIVERS LIC ID & STATE		SOCIAL SECURITY #		DOB		EYES		
NONE		J S O U		01/01/75		BROWN		
VISIBLE INJURY		COMPLAINANT OF NON-VISIBLE INJURIES		USING ALCOHOL		TWO MAN VEHICLE		DETECTIVE SPLASH
NONE		NONE		NONE		ONE MAN VEHICLE		OTHER
OCCUPATION		EMPLOYER		ALIAS		NIC #		
MANAGER		STOW-Away-Storage		NONE		N/A		
NAME (LAST, FIRST, MIDDLE)		STREET NAME		CITY	STATE	ZIP CODE	DAY PHONE	EVENING PHONE
Hwy 17 North		NONE		MT. PLEASANT	SC	29466	388-1767	
OCCUPATION		EMPLOYER		ALIAS		NIC #		
MANAGER		STOW-Away-Storage		NONE		N/A		
WEIGHT		HAIR		EYES		FACIAL MARKS, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		
150		BROWN		BROWN		NONE		
RELATIONSHIP TO SUBJECT		RESIDENT		RACE		SEX		AGE
N/A		J S O U		W		M		25
DRIVERS LIC ID & STATE		SOCIAL SECURITY #		DOB		EYES		
NONE		J S O U		01/01/75		BROWN		
VISIBLE INJURY		COMPLAINANT OF NON-VISIBLE INJURIES		USING ALCOHOL		TWO MAN VEHICLE		DETECTIVE SPLASH
NONE		NONE		NONE		ONE MAN VEHICLE		OTHER
OCCUPATION		EMPLOYER		ALIAS		NIC #		
MANAGER		STOW-Away-Storage		NONE		N/A		

(Amended) P/O spoke with complainant in reference to the gate at her place of employment not working and unable to lock. Complainant stated the gate to Stow-Away Storage is an automatic, but will not close due to mechanical problems. Complainant stated she would notify the owner, but would like a patrol by police, due to the storage sheds being accessible. Complainant stated she would like the storage sheds protected until 0700 AM tomorrow morning. P/O gave complainant case # and advised her that the report would be faxed to headquarters and copied to the patrol unit. P/O departed with report. (End of Report)

TYPE GROUP	STOLEN	DAMAGED	BURNED	RECOVERED	OTHER	TOTAL VALUE	JURISDICTION OF LAW ENFORCEMENT AGENCY
							N/A
SUBJECT IDENTIFIED						SUBJECT LOCATED	
YES						YES	
NO						NO	
ACTIVE						ADM CLOSED	
YES						NO	
UNFOUNDED						YES	
NO						NO	
ADDITIONAL NUMBER IS						ADDITIONAL NUMBER IS	
YES						NO	
NO						YES	
REASON FOR EXEMPTIONAL CLEARANCE						EXTRACTION DENIED	
1. OFFENDER DEATH						2. NO PROSECUTION	
3. VICTIM DECLINES COOPERATION						4. OTHER	
REPORTING OFFICER(S)						DATE	
P/O Singlemeyer						05-07-04	
BADGE						SIGNATURE	
100						[Signature]	