

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM PICKENS COUNTY  
Court of Common Pleas

Charles B. Simmons, Jr., Special Referee

---

Appellate Case No. 2014-001233

Matthew H. Willimon, Jr and Elizabeth Willimon  
. . . . .Appellants,

V.

Jake Gilstrap, Thomas R. Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A. Smith, and Patricia Gilstrap,  
. . . . .Respondents.

---

RECORD ON APPEAL

---

**RECEIVED**

NOV 06 2014

**SC Court of Appeals**

James C. Alexander  
Post Office Box 618  
Pickens, South Carolina 29671  
864-898-3208  
Attorney for Appellants

James M. Robinson  
Post Office Box 738  
Easley, South Carolina 29641  
864 859-7501  
Attorney for Respondents

## INDEX

|                                                                               |     |
|-------------------------------------------------------------------------------|-----|
| Order of May 7, 2014 .....                                                    | 4   |
| Order of February 7, 2014 .....                                               | 12  |
| Consent Order filed on February 14, 2013 .....                                | 34  |
| Order of Reference of November 15, 2012.....                                  | 35  |
| Complaint, Motion for Temporary Relief .....                                  | 36  |
| Answer and Counterclaim .....                                                 | 47  |
| Reply .....                                                                   | 49  |
| Statements of Counsel .....                                                   | 50  |
| Testimony                                                                     |     |
| a. Direct examination of Matthew H. Willimon, Jr. by<br>Mr. Alexander .....   | 52  |
| b. Cross examination of Matthew H. Willimon, Jr. by<br>Mr. Robinson.....      | 85  |
| c. Re Direct examination of Matthew H. Willimon, Jr. by<br>Mr. Alexander..... | 95  |
| d. Direct examination of James Sarrett by Mr. Alexander                       | 97  |
| e. Cross examination of James Sarrett by Mr. Robinson..                       | 102 |
| f. Direct examination of Elizabeth Willimon by Mr.<br>Alexander.....          | 113 |
| g. Cross examination of Elizabeth Willimon by Mr.<br>Robinson.....            | 115 |
| h. Direct examination of Jacob Gilstrap by Mr. Robinson                       | 118 |
| i. Cross examination of Jacob Gilstrap by Mr. Alexander                       | 134 |
| j. Re-direct examination of Jacob Gilstrap by Mr.<br>Robinson.....            | 147 |
| k. Re-cross examination of Jacob Gilstrap by Mr.<br>Alexander.....            | 152 |
| l. Reply testimony of Matthew H. Willimon, Jr. by Mr.                         |     |

|                                                                                |     |
|--------------------------------------------------------------------------------|-----|
| Alexander.....                                                                 | 153 |
| Appellants' Motion for Reconsideration and to<br>Alter or Amend Judgment ..... | 155 |
| Respondents' Motion to Alter or Amend Judgment .....                           | 162 |
| Notice of Intent to Appeal .....                                               | 166 |
| Plaintiffs' (Appellants') exhibits:                                            |     |
| Plaintiffs' exhibit 1 .....                                                    | 169 |
| Plaintiffs' exhibit 2 .....                                                    | 171 |
| Plaintiffs' exhibit 3 .....                                                    | 172 |
| Plaintiffs' exhibit 4 .....                                                    | 173 |
| Plaintiffs' exhibit 5 .....                                                    | 174 |
| Plaintiffs' exhibit 6 .....                                                    | 176 |
| Plaintiffs' exhibit 7 .....                                                    | 178 |
| Plaintiffs' exhibit 8 .....                                                    | 187 |
| Plaintiffs' exhibit 9 .....                                                    | 192 |
| Plaintiffs' exhibit 10 .....                                                   | 201 |
| Plaintiffs' exhibit 11 .....                                                   | 203 |
| Plaintiffs' exhibit 12 .....                                                   | 211 |
| Plaintiffs' exhibit 13 .....                                                   | 219 |
| Plaintiffs' exhibit 14 .....                                                   | 225 |
| Plaintiffs' exhibit 15 .....                                                   | 229 |
| Plaintiffs' exhibit 16 .....                                                   | 234 |
| Plaintiffs' exhibit 17 .....                                                   | 236 |
| Plaintiffs' exhibit 18 .....                                                   | 240 |
| Plaintiffs' exhibit 19 .....                                                   | 247 |
| Plaintiffs' exhibit 21 .....                                                   | 249 |

Defendants' (Respondents') exhibits:

|                                             |     |
|---------------------------------------------|-----|
| Defendants' exhibit 1 .....                 | 250 |
| Defendants' exhibit 2 .....                 | 251 |
| Defendants' exhibit 3 .....                 | 252 |
| Defendants' exhibit 4 .....                 | 254 |
| Defendants' exhibit 5 .....                 | 257 |
| Defendants' exhibit 6A .....                | 259 |
| Defendants' exhibit 6B .....                | 260 |
| Defendants' exhibit 6C .....                | 261 |
| Defendants' exhibit 7 .....                 | 262 |
| Defendants' exhibit 8 .....                 | 263 |
| Defendants' exhibit 9 .....                 | 264 |
| Defendants' exhibit 10 .....                | 266 |
| Defendants' exhibit 11 .....                | 268 |
| Defendants' exhibit 12 .....                | 289 |
| Affidavit of appellants .....               | 295 |
| Affidavit of Jacob A. (Jake) Gilstrap ..... | 309 |
| Certificate of Appellants .....             | 313 |



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

7 PM 4 22 FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-39-144

5/8/14

Matthew H. Willimon, Jr. and Elizabeth Willimon  
PLAINTIFF(S)

Jake Gilstrap, et al.  
DEFENDANT(S)

Submitted by: James M. Robinson

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: \_\_\_\_\_

**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<br>(List name(s) below)                                                                       | Judgment Against<br>(List name(s) below)                                                                     | Judgment Amount To be Enrolled<br>(List name(s) below) |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Jake Gilstrap, Thomas R. Gilstrap, Sr., John Gilstrap, Yvonne G. Smith, Jason A. Smith and Patricia Gilstrap       | Matthew H. Willimon, Jr. and Elizabeth Willimon                                                              | \$                                                     |
| Matthew H. Willimon, Jr. and Elizabeth Willimon                                                                    | Jake Gilstrap, Thomas R. Gilstrap, Sr., John Gilstrap, Yvonne G. Smith, Jason A. Smith and Patricia Gilstrap | \$                                                     |
|                                                                                                                    |                                                                                                              | \$                                                     |
| If applicable, describe the property, including tax map information and address, referenced in the order:<br>_____ |                                                                                                              |                                                        |

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.

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:

Jim Alexander

✓ CofCourt  
box

✓ Jim Robinson

ATTORNEY(S) FOR THE PLAINTIFF(S)

MB

ATTORNEY(S) FOR THE DEFENDANT(S)

H. Welborn  
CLERK OF COURT  
MB

Court Reporter: \_\_\_\_\_

2014 MAY 7 PM 4 22  
CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

IN THE COURT OF COMMON PLEAS

Matthew H. Willimon, Jr.  
and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R. Gilstrap, Sr.,  
John Gilstrap, Yvonne G. Smith,  
Jason A. Smith, and Patricia Gilstrap,

Defendants.

ORDER on Motions to Amend  
2012-CP-39-144

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

2014 MAY 7 PM 4 22

This matter is before the Court upon each party's motion to alter, amend, or reconsider the Final Order filed February 19, 2014.

After considering these motions and based upon the record before me, I find as follows:

1. The findings of fact made in the Final Order filed February 19, 2014, are incorporated herein, except as amended or modified by this Order.
2. Plaintiffs' motion requests that this Court reconsider its decision and then grant to Plaintiffs an exclusive easement over the entire length of Mustang Drive from Old Dacusville Road to Plaintiffs' property - not just an exclusive easement from the intersection of Mustang Drive and Ed Gilstrap Way, over Mustang Drive, to Plaintiffs' property as provided by the Final Order. By "exclusive", which is the language used in the original Agreement, Plaintiffs contend that only Plaintiffs may set foot upon or otherwise use Mustang Drive. Mustang Drive is a private road that is owned by certain of the Defendants.

**3. Defendants' motion requests that this Court alter or amend its decision and allow Defendants to use the entire length of Mustang Drive for access to Defendants' adjacent property.**

**4. Together, Defendants own roughly 110 acres, which has been in the Gilstrap family since 1939. The Pickens County Tax Assessor's map attached to the Final Order shows that Defendants' property contains frontage on Old Dacusville Road, a public road, with Ed Gilstrap Way and Mustang Drive, both private, running through Defendants' property. The Court is also attaching to this Order as Exhibit A the same Assessor's map showing the location and ownership of the respective parties surrounding Mustang Drive.**

**5. Addie Gilstrap is the predecessor-in-title to all parties; she died in 2008. Addie Gilstrap executed the Easement Agreement in question on March 14, 1989 and it was recorded in the Pickens County ROD Office on March 17, 1989.**

**6. Mustang Drive is the most reasonably accessible road, public or private, which provides access to much of Defendants' property, including Defendants' homes, pastures, farmland, and timberland. At least some of the Defendants contend they don't currently have access to their properties except for Mustang Drive.**

**7. At the trial, Defendant Jake Gilstrap testified that he is 41 years old and that he and others in the Gilstrap family have used Mustang Drive on a regular basis for access to the Gilstrap property for as long as he can remember, specifically including both up to and after March 1989.**

**8. Plaintiffs' Complaint and Affidavit describe in detail the conflict and hostility which has occurred between the parties concerning the use of Mustang Drive. In large part, the present action is a result of harsh bullying and other unacceptable conduct towards the Plaintiffs by certain Gilstrap sons/grandsons as the Willimon's were lawfully and reasonably using the easement in question that runs along and is known as Mustang Drive.**

**After a careful review of the record and further research of applicable law, I conclude that:**



7.

1. This Court has continuing jurisdiction over the parties and subject matter of this action. The conclusions of law set forth in the Final Order filed February 19, 2014, are incorporated herein, except as amended or modified by this Order.

2. The language of an easement determines its extent. 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. The intention of the parties must be determined by a fair interpretation of the grant creating the easement. Simmons v. Berkeley Electric Cooperative, Inc., 744 S.E.2d 580 (S.C. App. 2013).

3. The unrestricted grant of an easement conveys all such rights as are incident or are necessary to its reasonable enjoyment, but the right to use the land and the space overhead remains in the owner of the fee so far as such right is consistent with the purpose and character of the easement. Typically, the right of an easement owner and the right of the landowner are not absolute, but are so limited, each by the other, that there may be a reasonable enjoyment of both. A grant of an easement is limited to a use reasonably necessary and convenient and as little burdensome to the servient estate as possible for the use contemplated. Hill v. Carolina Power and Light Company, 28 S.E.2d 545 (S.C. 1943).

4. In determining what uses the servient tenement may make of the land within the easement, the court should look to the words of the deed or agreement creating the easement. In so doing, the court must construe the language in a manner consistent with the parties' intent, reason and common sense. Further, use of the easement after the agreement may also provide insight into what the parties intended. Generally, if there is any doubt as to the parties' intentions, an interpretation should be adopted which conforms more to the presumed meaning and one that does not produce an unusual or unjust result. To exclude the servient owner from using the property within the easement here would produce an unusual and unjust result since it would prohibit the Defendants use of the most practical and reasonable access to their respective properties. As such, the term "exclusive" should not, under the facts of this case, be interpreted so as to exclude the owner of the servient estate from using the property within the easement consistent with the purpose of the easement.



8

See, Hunley v. Michael, 413 S.E.2d 296 (N.C. App. 1992); Hine v. Blumenthal 80 SE 2d 458 (N.C. 1954).

Notwithstanding the above, in certain exceptional cases, there is authority that an "exclusive" easement may allow unfettered rights to the holder of the easement to the exclusion of the owner of the servient estate. See, Latham v. Garner, 673 P.2d 1048 (ID 1983); Gray v. McCormick, 167 Cal. App. 4<sup>th</sup> 1019 (CA 2008). However, these cases note that, because a grant of an exclusive easement eliminates the servient estate owners of the right to use his land for certain purposes, exclusive easements are generally not favored by courts.

While the Easement Agreement herein uses the word "exclusive", the Court declines to find that the easement is truly exclusive based upon the above law, the facts in the case establishing years of use of Mustang Drive by the Defendants both before and after the easement was granted, and the fact that the Court can address the concerns leading to this lawsuit without judicially eliminating the Defendants' use of Mustang Drive to access their property.

THEREFORE, the Final Order filed February 19, 2014, is amended to hold that the use of the word "exclusive" in the Easement Agreement shall not operate to prevent Defendants from using Mustang Drive for access to Defendants' property. Stated another way, Defendants shall have the limited right to use the entire length of Mustang Drive from Old Dacusville Road to Plaintiffs' property but only when reasonably necessary, and during reasonable hours, for access to Defendants' respective properties. "Mustang Drive" is defined as the road labeled as such on the Pickens County Assessor's map attached to the Final Order filed February 19, 2014 and also shown on Exhibit A attached to this Order. This recognizes the limits of the law as set forth above while also recognizing and enforcing the Easement Agreement that clearly gives Plaintiffs the "exclusive" use of the easement.

7. The restraining orders established in the Final Order filed February 19, 2014, are affirmed and shall be strictly enforced against any and all parties. Specifically, any violation of the language of this Order will result in a finding of contempt with the likelihood of a substantial monetary fine and jail time for the offending party or parties. The Court further reserves the right, upon a finding of



9

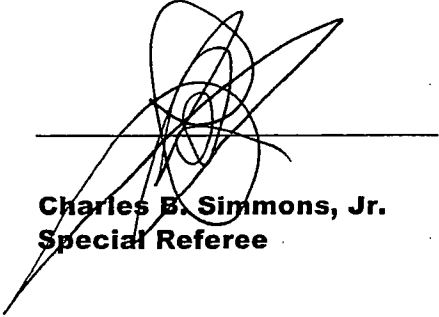
contempt by any Defendant or anyone operating on their behalf, to further limit and/or eliminate the right of that Defendant to use Mustang Drive.

In summary, for the reasons set forth above, Plaintiffs' motion for reconsideration is denied and Defendants' motion to alter or amend the Final Order filed February 19, 2014, is granted only to the extent as set forth above. All other relief requested by the Defendants is denied.

**AND IT IS SO ORDERED.**

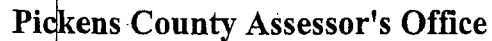
Date:

5/7/14



**Charles E. Simmons, Jr.**  
**Special Referee**

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

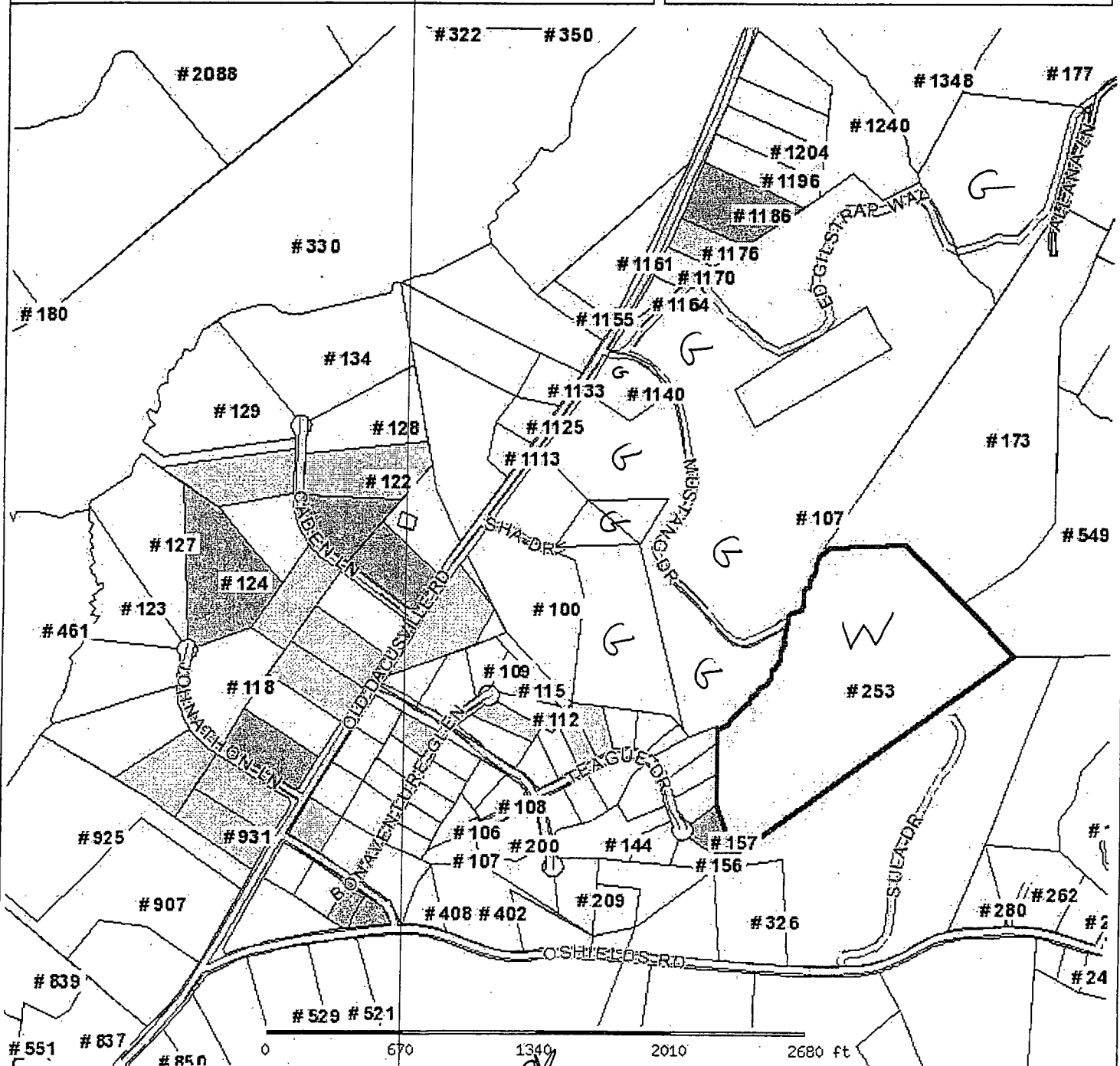


**Owner Name:** WILLIMON  
MATTHEW H JR

**Mailing Address:** 602 CEDAR LANE RD  
GREENVILLE, SC  
296112916

**Legal Description:** MH AND LOT COMBINED

**Situs Address:** 253 MUSTANG DR





STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
13<sup>th</sup> JUDICIAL CIRCUIT

2014 FEB 19

CASE NO.: 2012-CP-39-144

Matthew H. Willimon, Jr. and Elizabeth Willimon

Plaintiff,

vs.

Jake Gilstrap, Thomas R. Gilstrap, Sr., John  
Gilstrap, Yvonne G. Smith, Jason A. Smith, and  
Patricia Gilstrap

Defendant.

**MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET**

*R/2/20/2014*

**Plaintiff's Attorney:**

James C. Alexander, Bar No. 317

**Address:**

P.O. Box 618 Pickens, SC 29671

Phone: (864) 898-3208 Fax (864) 898-3408

**E-mail:**

jalexander@thealexanderlawfirm.com Other: \_\_\_\_\_

**Defendant's Attorney:**

James M. Robinson, Bar No. \_\_\_\_\_

**Address:**

P.O. Box 738 Easley, SC 29641

Phone: (864) 859-7501 Fax (864) 859-1129

E-mail: rlfclosing@bellsouth.net 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: \_\_\_\_\_

Estimated Time Needed: \_\_\_\_\_

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.

*James C. Alexander*  
Signature of Attorney for

☒ Plaintiff / ☐ Defendant

2-4-14

Date submitted

**SECTION III: Motion Fee**

☐ PAID - AMOUNT: \$ \_\_\_\_\_

☒ 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**

*Bonnie Fal*

Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_

☐ MOTION FEE COLLECTED: \$ \_\_\_\_\_

☐ CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF PICKENS

IN THE COURT OF COMMON PLEAS

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

CASE NO. 2012 CP-39-144

Matthew H. Willimon, Jr.

Jake Gilstrap, Thomas R. Gilstrap, Sr., John  
Gilstrap

2014 FEB 19 A 11:58

and Elizabeth Willimon

Yvonne G. Smith, Jason A. Smith, and  
Patricia Gilstrap

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: James C. Alexander

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:

## 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<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |

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

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

Circuit Court Judge

Special Referee

Judge Code

Date

2/17/14

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 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:

James C. Alexander

PO Box 618

Pickens, SC 29671

**ATTORNEY(S) FOR THE PLAINTIFF(S)**

James M. Robinson

PO Box 738

Easley, SC 29641

**ATTORNEY(S) FOR THE DEFENDANT(S)**

*David P. Wilkins*  
**CLERK OF COURT**

**Court Reporter:**

CLERK OF COURT  
 STATE OF SOUTH CAROLINA PICKENS COUNTY COURT OF COMMON PLEAS  
 SOUTH CAROLINA

COUNTY OF PICKENS ) Case No.: 2012-CP-39-144

2014 FEB 19 A 11:58

Matthew H. Willimon, Jr.  
 and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
 Gilstrap, Sr., John Gilstrap,  
 Yvonne G. Smith, Jason A.  
 Smith, and Patricia Gilstrap,

Defendants.

. . . . . )

FINAL ORDER

This matter comes before the Court by Virtue of a Summons and Complaint filed by the plaintiffs and counterclaims filed by the defendants. At the call of the case, the plaintiffs appeared being represented by James C. Alexander. Defendant Jake Gilstrap appeared. The remaining defendants did not appear. All defendants were represented by James M. Robinson. The Court has jurisdiction of the parties and subject matter.

The plaintiffs own real property in Pickens County which does not have road frontage on a public road. They request that the Court affirm an exclusive easement in their favor over what is now known as Mustang Drive in order to access their real property. Plaintiffs further allege that the defendants and others on their behalf have trespassed on their exclusive easement and are requesting a restraining order to prohibit the defendants from using Mustang Drive and a monetary judgment for

the alleged trespass actions. The defendants own or use real property that adjoins or on which Mustang Drive is located. The defendants deny that the plaintiffs have an exclusive easement over Mustang Drive, claim that the word "exclusive" in the plaintiffs' easement agreement was the result of a mistake and request reformation to allow them to use Mustang Drive, claim an easement by necessity or prescription or prior use, request monetary judgment against the plaintiffs for trespassing on their property by the installation of utilities, and request certain other relief.

The plaintiffs testified and presented documentary evidence. Plaintiffs also presented the testimony of James Surratt, who is a licensed attorney in South Carolina. Defendant Jake Gilstrap testified and defendants presented certain documentary evidence. Based on all evidence submitted, the following findings of fact are made:

1. Reba Gilstrap individually and as trustee, Thomas Gilstrap, Sr. as trustee, Sherry Lynn H. Gilstrap, Tyler Leigh Holder, and Andrew Austin Gilstrap are, by consent of counsel, added as party defendants. Jake Gilstrap is appointed as the guardian ad litem for any minor defendant. The parties stipulate that all necessary parties are before the Court for a complete resolution of the issues raised in the pleadings. The plaintiffs and defendants are residents of Pickens County, South Carolina.

Mustang Drive and the real property on which it is located is situate in Pickens County, South Carolina.

2. The plaintiffs entered into a document dated July 8, 1986 entitled "Purchase and Sales Contract" to buy certain real property from Addie T. Gilstrap. Addie Gilstrap owned 114.20 acres of real property in Pickens County and the acreage purchased by plaintiffs was part of that larger tract. The real property being purchased by plaintiffs did not have frontage on or to any public road. Therefore, this document also provided that the seller would grant to purchaser an easement of egress and ingress to the County Road. When the purchase price was paid in full, Addie T. Gilstrap executed and delivered a deed to the plaintiffs for 26.30 acres dated March 14, 1989 and recorded in Book 60 at page 70 in the Register of Deeds Office for Pickens County on March 17, 1989. Simultaneously therewith, Addie Gilstrap executed and delivered an easement agreement, prepared by Attorney Sarratt, dated March 14, 1989 which was recorded in Book 60 at page 71 in the Register of Deeds Office for Pickens County on March 17, 1989. This easement agreement granted plaintiffs an exclusive easement of ingress and egress over the remaining property owned by Addie Gilstrap in order for plaintiffs to access a public road from the property they purchased from Addie. The agreement allowed the plaintiffs "to construct a twenty (20) foot road from property to be deeded to



17

Matthew H. Willimon, Jr. and Elizabeth Willimon by deed of even date through the property above described to give access to Old Dacusville Road" and granted to them "the exclusive right to use the road constructed by and maintained by" plaintiffs. Mustang Drive, which is the area of the easement given by Addie to plaintiffs, as it currently exists is set forth on the tax map attached to this Order. Mustang Drive was a rough road-area in existence at the time plaintiffs purchased their property.

3. The defendants own or use real property that they either received directly from Addie Gilstrap or which originally came from Addie Gilstrap; this real property either adjoins Mustang Drive or Mustang Drive is located on this real property. Addie Gilstrap is the common grantor for the plaintiffs and all defendants and the defendants received their real property by deeds which were recorded subsequent to the recording of plaintiffs' deed and easement agreement. Addie Gilstrap is now deceased.

4. After the execution of the deed and the separate easement agreement to the plaintiffs, plaintiffs eventually moved to their real property and constructed a more formal road over their 20 foot exclusive easement. The road was in the same area as the existing road and is now known as Mustang Drive. Defendant Thomas Gilstrap, Sr. is a nephew of Addie Gilstrap and he acted as an agent for her to arrange the original purchase by



18

the plaintiffs. At Addie's request and consent, Mr. Willimon made the loan payments to Thomas Gilstrap, Sr. Once plaintiffs paid for the property, Mr. Willimon discussed the placement of the "easement" road with Gilstrap. As noted, there was an old dirt trail/road already leading from the public road to the plaintiffs' property. Mr. Willimon placed the "easement" road over the existing dirt trail with the permission and consent of defendant Thomas Gilstrap, Sr. In fact, defendant Thomas Gilstrap, Sr. did part of the construction work for plaintiffs road and was paid by plaintiffs as shown by a receipt written by him which was admitted into evidence.

An easement is a right which one person has to use the land of another for a specific purpose. Frierson vs. Watson, 636 S.E.2d 872 (S.C.App. 2006). In interpreting any document, the primary concern of the Court is to ascertain and give effect to the intention of the parties. Worley v. Yarborough Ford, Inc., 452 S.E.2d 622 (S.C.App. 1994) Whether a grant in a written instrument creates an easement and the type of easement created are to be determined by ascertaining the intention of the parties as gathered from the language of the instrument, the grant should be construed so as to carry out that intention. Smith v. Commissioners of Public Works of the City of Charleston, 441 S.E.2d 331 (S.C.App. 1994). The deed and the

A handwritten signature, possibly of the name "G. B. Smith", is written in black ink. It consists of a large, stylized capital "G" followed by a smaller "B" and the name "Smith".



terms of the easement agreement signed by Addie Gilstrap to the plaintiffs were clearly stated and are unambiguous. It was the clear intent of Addie Gilstrap and the plaintiffs that an exclusive easement for plaintiffs was a significant part of the transaction relating to plaintiffs purchase of the property. This was likewise established by the testimony of Attorney Sarratt. The property did not have any frontage on a public road and plaintiffs needed an easement to access the property they purchased from Addie. While testimony did reveal that plaintiffs are temporarily using access across another property owner in the rear of their property, this is only a short term accommodation by the adjacent landowner in light of the desire of the Plaintiffs to prevent any further unpleasant encounters with the Defendants and others on their behalf.

Uncontradicted evidence establishes that defendant Thomas Gilstrap, Sr. was very much involved in the negotiations related to the purchase of the property by plaintiffs and the location of the road for the exclusive easement and that he was paid by the Plaintiffs to work on the road. As noted, the road did follow the existing dirt trail/road and that this was agreed to by defendant Thomas Gilstrap, Sr. on behalf of Addie Gilstrap. There is also evidence that at some point in the mid 1990s, defendant Thomas Gilstrap, Sr. fenced both sides of Mustang



20

Drive in order to keep his cattle on his property and off of Mustang Drive. Thomas Gilstrap, Sr. owns most of the remaining property of Addie Gilstrap over which Mustang Drive is located and his actions over the years are consistent with the plaintiffs' position that the easement was exclusive to them since he was keeping his cattle off of Mustang Drive. The easement agreement was drafted by an attorney, was properly executed by both parties and witnesses, and was properly recorded in Register of Deeds Office for Pickens County. Documentary evidence in the form of tax maps and surveys were presented that clearly identify the road known as Mustang Drive and one such tax map is attached to this Order. One plat was prepared for defendant Thomas R. Gilstrap, Sr. dated January 29, 1997 and recorded in Plat Book 283 at page 13 on September 18, 1997 and this plat shows this 20 foot easement as granted by the easement agreement document recorded in book 60 at page 71 in favor of the plaintiffs.

The court finds that the clear intention of plaintiffs and Addie Gilstrap was for the plaintiffs to have the exclusive and peaceful right to use the real property on which their road is constructed and which is now Mustang Drive. The attached tax map shows a road identified as Ed Gilstrap way which veers off of Mustang Drive. Ed Gilstrap Way is located on a 47.71 acre tract

of real property currently owned by Thomas R. Gilstrap, Sr. and Reba Gilstrap, identified as tax map number 5132-01-08-9039.

The court finds that the plaintiffs, their heirs and assigns forever, have the exclusive and sole right to use Mustang Drive immediately after the intersection of Ed Gilstrap Way and Mustang Drive for the entire distance of Mustang Drive to the real property owned by the plaintiffs. Such location is shown on the attached Exhibit. Starting the exclusive easement at this point allows all parties properties to have some type access to a public roadway. Plaintiffs are solely responsible for the maintenance or upkeep of Mustang Drive for the exclusive road distance.

The Court finds that the plaintiffs, their heirs and assigns forever, and the defendants, their heirs and assigns forever, shall have joint use of Mustang Drive as it begins on Old Dacusville Road and runs to Ed Gilstrap Way. The right of the defendants to use Mustang Drive ends at the intersection of Ed Gilstrap Way and Mustang Drive. Plaintiffs and defendants are jointly responsible for the maintenance or upkeep of Mustang Drive for this distance.

5. The defendants raise the issue of lack of consideration for the exclusive easement agreement signed by Addie Gilstrap on March 14, 1989, almost 25 years ago, and claim that this easement agreement is void on that basis. There was no evidence



22

presented to establish a lack of consideration for the exclusive easement. Even so, if any such evidence had been presented, inadequate consideration without more does not suffice to set aside a transaction; inadequate consideration is important only in connection with other factors such as undue influence.

Hemingway vs. Small, 324 S.E.2nd 335 (S.C.App. 1984). More importantly, the Court finds that a lack of consideration defense can only be raised by the original seller, who is Addie Gilstrap, and not by subsequent title owners. The relief requested by defendants is denied.

6. The defendants claim that they are entitled to an easement by prescription. The party asserting the right to a prescriptive easement must show: (1) continued and uninterrupted use for twenty years; (2) the identity of thing enjoyed; and (3) use which was either adverse or under a claim of right. Boyd v. BellSouth, 633 S.E.2nd 136 (S.C. 2006). The court finds that the defendants have failed to present sufficient evidence by a preponderance of the evidence that they or their predecessor in title have had continuous and uninterrupted use that was either adverse or under a claim of right for a period in excess of twenty years. Some testimony of use was presented. However, as stated above, Thomas Gilstrap, Sr. fenced Mustang Drive on both sides in the mid 1990s, leaving Mustang Drive to the plaintiffs for exclusive use. Any evidence of use presented by defendants

did not establish continuous and uninterrupted use such that is necessary to give rise to an easement by prescription. The request for the declaration of an easement by prescription in favor of defendants is denied.

7. The defendants claim that they are entitled to an easement by necessity. The party asserting the right of an easement by necessity must prove: (1) unity of title; (2) severance of title; and (3) necessity. The necessity required for such an easement must be actual, real, and reasonable as distinguished from convenient. Boyd v. BellSouth, 633 S.E.2nd 136 (S.C. 2006). The defendants have failed to present evidence that they need to use Mustang Drive to have access to their property. As noted above, with the result reached herein, all defendants can access their real property by their own public road frontage or through other property that each defendant owns or can use. While the real property owned by Jake Gilstrap and other defendants is landlocked, that real property does not border on or adjoin Mustang Drive so their rights are not impacted by this Order. Also, any remedy would be against their grantor who still owns real property with road frontage. Defendants did not present any evidence that he could not use the property of his grantor, Thomas Gilstrap, Sr. and Reba Gilstrap, to access his property. The defendants have not presented evidence that established that it is necessary to use

Mustang Drive to access their property. The request for the declaration of an easement by necessity in favor of defendants is denied.

8. The defendants claim that they are entitled to an easement by prior use. The party asserting the right of an easement by prior use must prove: (1) unity of title; (2) severance of title; and (3) the prior use was in existence at the time of unity of title; (4) the prior use was not merely temporary or casual; (5) the prior use was apparent or known to the parties; (6) the prior use was necessary in that there could be no other reasonable mode of enjoying the dominant tenement without the prior use; and (7) the common grantor indicated an intent to continue the prior use after severance of title. Necessity in this context means there could be no other reasonable mode of enjoying the dominant tenement without this easement. Boyd v. BellSouth, 633 S.E.2nd 136 (S.C. 2006). As set forth above in the discussion of an easement by necessity, the defendants have failed to present any evidence that they must use Mustang Drive to access their property. Also, the common grantor did not intend for any prior use to continue as the Court has already found that Addie Gilstrap intended for plaintiffs to have exclusive use of the driveway that is now known as Mustang Drive. The request for the declaration of an easement by prior use in favor of defendants is denied.

(9) Defendants claim that the word "exclusive" in the plaintiffs' easement agreement was the result of a mutual or unilateral mistake and request reformation to allow them to use Mustang Drive. A contract may be reformed on a mutual mistake which consists of an omission or an insertion of some material element affecting the subject matter or terms of the contract which is inconsistent with the agreement which preceded it.

Commercial Union Assurance Co. v. Castile, 320 S.E.2d 488

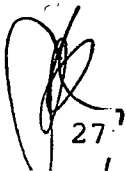
(S.C.App. 1984). For a unilateral mistake, equity may grant a reformation in circumstances which would make it a great wrong to enforce the agreement. Sims v. Tyler, 281 S.E.2nd 229 (S.C. 1981). There was no evidence presented that any mistake, mutual or unilateral, was made as the court has found as set forth above that the parties intended the easement to be exclusive in favor of the plaintiffs. More importantly, the court finds that an action to reform a document can only be raised by the original seller, who is Addie Gilstrap, and not by subsequent title owners. Defendants request for a reformation of the easement agreement is denied.

10. Defendants raised the issue of the right for a limited use of Mustang Drive. The Court finds that there is no legal basis by which the Court can fashion such a remedy. Further, the vast majority of the problems that led to this litigation are the result of actions taken by the defendants or

their children or grandchildren and the Court is reluctant to attempt to fashion such a remedy, even if there was a legal or evidentiary basis, based upon the harsh and inappropriate actions taken. This request by defendants is denied.

11. The plaintiffs allege that the defendants and their minor children have continually trespassed on their exclusive easement and have created hostile situations between the parties and request a monetary judgment as a result. While there have clearly been hostile, harassing and inappropriate actions taken by defendants or their children against plaintiffs, the court finds that the plaintiffs have not presented sufficient evidence by which the court can quantify an amount of money and therefore denies the plaintiffs request for monetary damages based on the trespass cause of action.

12. The defendants claim that exclusive use by the plaintiffs of Mustang Drive is repugnant to defendants' fee simple title of the real property over which Mustang Drive traverses and they deserve the right to use Mustang Drive since it is on their property. Defendants were asked at trial for legal precedent to establish this claim. However, the defendants have not provided any South Carolina case or statutory law or any such case or statutory law from other jurisdictions to support this claim. Parties to an easement have the absolute right to enter into a contract regarding real estate for any



27



lawful purpose. Addie Gilstrap chose to bargain for and then grant the plaintiffs an exclusive easement over what is now Mustang Drive. The effect of her valid and legal agreement was that while she still owned the property after the easement agreement was signed, only plaintiffs had the right to use that property. Fee simple ownership of real property can be subject to many other matters by agreement which include long term leases, conservation easements and grants, and mortgages that affect their control of their property. These are all matters by agreement and are generally recorded. It is noted that all of the defendants received their real property after the recording of plaintiffs' deed and easement agreement. This recording by plaintiffs places the defendants on notice of the exclusive easement agreement and a title examination would have revealed the existence of that easement agreement. Deeds and easements are valid to subsequent purchasers without notice when they are recorded. S.C.Code Ann. section 30-7-10 (Supp.2005) Frierson vs. Watson, 636 S.E.2d 872 (S.C.App. 2006) Since the defendants received their real property after the recording of plaintiffs documents, they take their property subject to the right of the Plaintiffs to have exclusive use of the real property over which Mustang Drive runs. A title examination would have revealed the exclusive easement and the defendants had the option not to purchase the real property. They chose to do so anyway and they

take their property subject to plaintiffs' exclusive easement. There is no legal basis on which to grant the relief requested and defendants request is denied.

13. The defendants claim that plaintiffs have trespassed on their real property and installed utilities. They claim damages for the trespass and request that the plaintiffs be required to remove the utilities. There was no credible evidence presented that plaintiffs' utilities were not on the twenty (20) foot easement. However, the court finds that the existing public utilities have been in place, regardless of whose land they are on, for such a long period of time as to constitute a waiver and removal would be tantamount to economic waste. Defendants request is denied.

14. The plaintiffs and all defendants are enjoined and restrained from interfering, harassing or causing any problem with any other party relative to the use by the plaintiffs of their exclusive easement over Mustang Drive. This restraining order, to the extent it can, extends to the parents and grandparents of any minor children and they are responsible for the actions of these minors. Any violation of this order as found by a court of competent jurisdiction will subject the party found to be at fault to a minimum fine of \$2,500.00 and imprisonment as determined by that court pursuant to the law of the State of South Carolina.



29

15. The plaintiffs and defendants are enjoined and restrained from interfering, harassing or causing any problem with any other party relative to the use by the plaintiffs and defendants of the joint easement to use Mustang Drive from Old Dacusville road to the intersection of Ed Gilstrap Way and Mustang Drive. This restraining order extends to the parents and grandparents of any minor children. Any violation of this Order as found by a court of competent jurisdiction will subject the party found to be at fault to a minimum fine of \$2,500.00 and imprisonment as determined by that court pursuant to the law of the State of South Carolina.

16. Each party will pay their own attorney's fees and costs. IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. The plaintiffs, their heirs and assigns forever, have the exclusive and sole right to use Mustang Drive immediately after the intersection of Ed Gilstrap Way and Mustang Drive for the entire distance of Mustang Drive to the real property owned by the Plaintiffs. Plaintiffs are solely responsible for the maintenance of upkeep of Mustang Drive for this distance.

2. The plaintiffs, their heirs and assigns forever, and the defendants, their heirs and assigns forever, have the joint right to use, without interference, Mustang Drive as it begins on Old Dacusville Road and runs to Ed Gilstrap Way. The right of

the defendants to use Mustang Drive ends at the intersection of Ed Gilstrap Way and Mustang Drive. Plaintiffs and defendants are jointly responsible for the maintenance or upkeep of Mustang Drive for this distance.

3. The plaintiffs and all defendants are enjoined and restrained from interfering, harassing or causing any problem with any other party relative to the use by the plaintiffs of their exclusive easement over Mustang Drive. This restraining order extends to the parents and grandparents of any minor children and they are responsible for the actions of these minors. Any violation of this order as found by a Court of competent jurisdiction will subject the party found to be at fault to a minimum fine of \$2,500.00 and imprisonment as determined by that court pursuant to the law of the State of South Carolina.

4. The plaintiffs and defendants are enjoined and restrained from interfering, harassing or causing any problem with any other party relative to the use by the plaintiffs and defendants of the joint easement to use Mustang Drive from Old Dacusville road to the intersection of Ed Gilstrap Way and Mustang Drive. This restraining order extends to the parents and grandparents of any minor children and they are responsible for the actions of these minors. Any violation of this order as found by a Court of competent jurisdiction will subject the

party found to be at fault to a minimum fine of \$2,500.00 and imprisonment as determined by that court pursuant to the law of the State of South Carolina.

5. Plaintiffs request for monetary damages on their trespass cause of action is denied.

6. Defendants request for the declaration of an easement by necessity or prescription or prior use in their favor is denied.

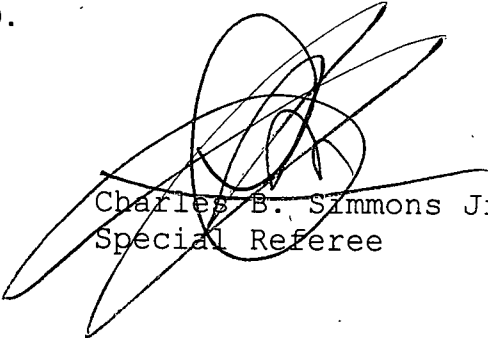
7. Defendants request for the reformation of the easement agreement based on a mutual or unilateral mistake is denied.

8. Defendants request for judgment based on their trespass cause of action is denied.

9. All other relief requested by either party is denied.

10. Each party will pay their own attorney's fees and costs.

IT IS SO ORDERED.



Charles B. Simmons Jr.  
Special Referee

Pickens, South Carolina  
February 7, 2014

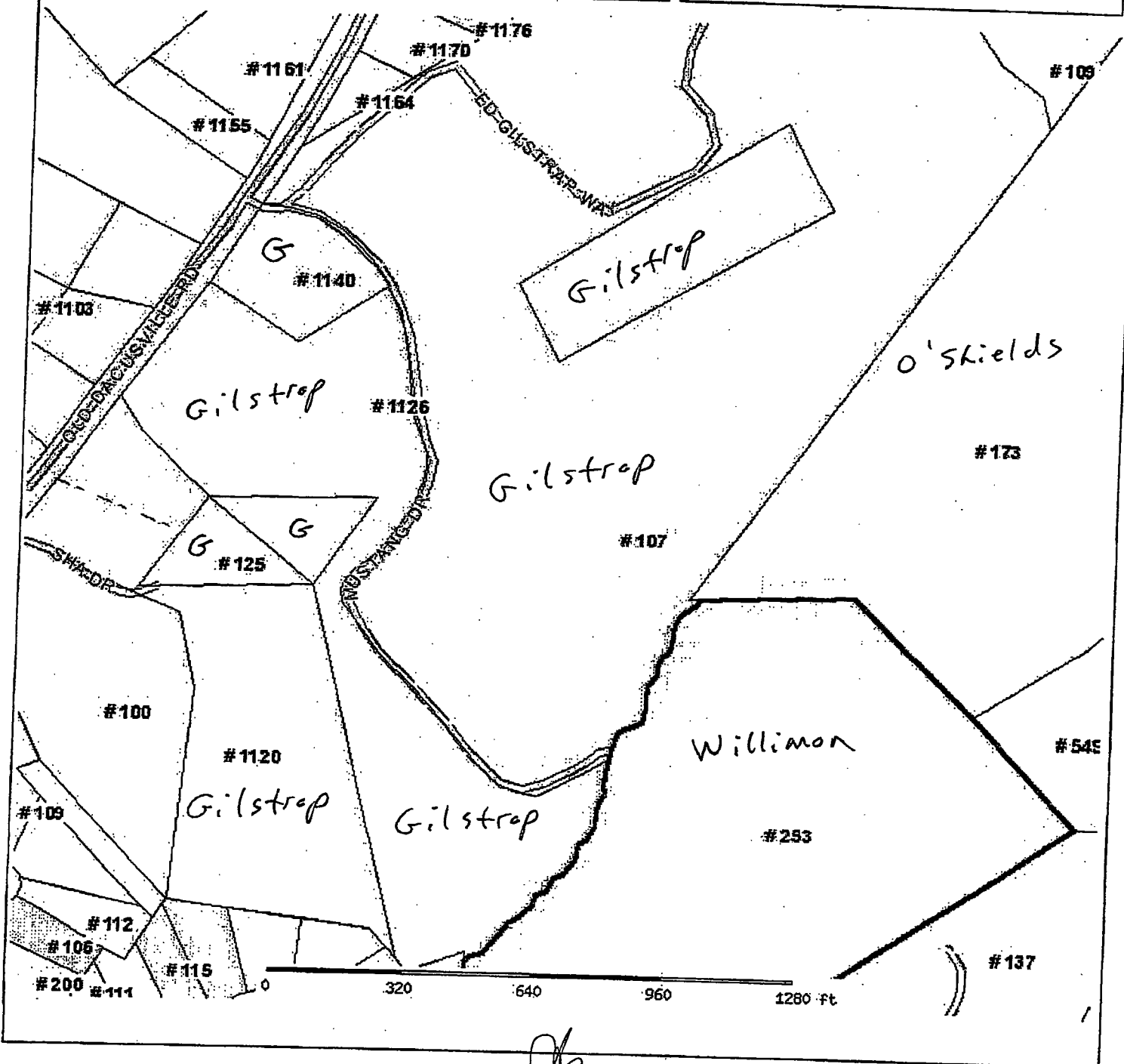
**Pickens County Assessor's Office**

**Account No:** R0004773  
**Parcel No:** 5132-01-16-4313  
**Tax Area:** 8 Dacusville  
**Acres:** 26.3  
**Deed:** 60/70

**Owner Name:** WILLIMON  
MATTHEW H JR  
**Mailing Address:** 602 CEDAR LANE RD  
GREENVILLE, SC  
296112916

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** MH AND LOT COMBINED  
**Situs Address:** 253 MUSTANG DR



STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

Matthew H. Willimon, Jr.

and Elizabeth Willimon, 2013 FEB 14 P 3: 55

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A.  
Smith, and Patricia Gilstrap,

Defendants.

CONSENT ORDER  
2012-CP-23-144

39

This matter is before the Court upon the parties' agreement to allow Defendants to amend their Answer and Counterclaim to include additional grounds for relief in the counterclaim.

These grounds are:

1. Defendants are entitled to and hereby request an easement by necessity over Mustang Drive .
2. Defendants are entitled to and hereby request an easement by prior use over Mustang Drive.

It is not necessary for Defendants to file and serve an amended Answer and Counterclaim because Plaintiffs were given notice of the amendment by this Order. Likewise, it is not necessary for Plaintiffs to file or serve a Reply to the amended Answer or Counterclaim.

Based upon the signatures below of the parties' counsel, the matters set forth above are approved and adopted as the Order of this Court.

AND IT IS SO ORDERED.

1/28, 2012  
Pickens, South Carolina

*Charles B. Simmons*  
Presiding Judge, Court of Common Pleas  
Thirteenth Judicial Circuit

ISO MOVE:

*James M. Robinson*  
James M. Robinson  
Attorney for Defendants

I CONSENT:

*James C. Alexander*  
James C. Alexander  
Attorney for Plaintiffs

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

IN THE COURT OF COMMON PLEAS

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

CASE NO: 2012CP3900144

2012 NOV 15 P 3:51

Matthew H Willimon Jr vs. Jake Gilstrap

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; ☐ Statement of Judgment by the Court:

*Motion to Refer is granted. Hon. Charles R. Simmons, Jr. is appointed as Special Referee to decide case, with any appeal to the South Carolina Court & Appeals.*  
Dated at Pickens, South Carolina, this .

*11/15/12*

Court Reporter: *April Herron*

*[Signature]*

PRESIDING JUDGE - Garrison Hill

This judgment was entered on the  
(when appearing pro se) as follows:

, and a copy mailed first class this *11/15/12* to attorneys of record or to parties

James C. Alexander PO Box 618 Pickens, SC 29671 *MS*

James McKinley Robinson PO Box 738 Easley, SC 29641

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

*Cheryl Watson - Deputy*  
Harold P Welborn, Jr. - Clerk of Court

**TRUE COPY**

*MS*

*Harold P. Welborn*  
CLERK OF COURT



STATE OF SOUTH CAROLINA

COUNTY OF Pickens

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
13th JUDICIAL CIRCUIT

CASE NO.: 2012-CP-39-144

Matthew H. Willimon, Jr. and Elizabeth  
Willimon,

Plaintiff,

vs.

Jake Gilstrap, Thomas R. Gilstrap, Sr., John  
Gilstrap, Yvonne G. Smith, Jason A. Smith,  
and Patricia Gilstrap,

Defendant.

3:18 MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

Plaintiff's Attorney:

James C. Alexander, Bar No. 317

Address:

P.O. Box 618, Pickens, SC 29671

Phone: (864) 898-3208 Fax (864) 898-3408

E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

Defendant's Attorney:

N/A, Bar No. \_\_\_\_\_

Address:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ 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: Injunction

Estimated Time Needed: 15 min.

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

1/26/2012

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ \_\_\_\_\_

☐ 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 PICKENS

Matthew H. Willimon, Jr.  
and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A.  
Smith, and Patricia Gilstrap,

Defendants.

.....

) IN THE COURT OF COMMON PLEAS

) Case No.: 2012-CP-39-144

)

)

)

)

)

)

)

)

)

)

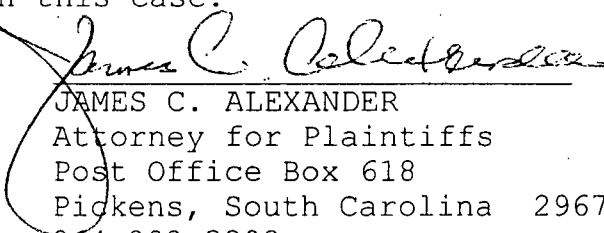
)

MOTION FOR TEMPORARY INJUNCTION

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA  
2012 JAN 31 P 3:19

To The Defendants: Jake Gilstrap, Thomas R. Gilstrap, Sr., John Gilstrap, Yvonne G. Smith, Jason A. Smith, and Patricia Gilstrap:

PLEASE TAKE NOTICE, that the Plaintiffs will move before the Presiding Judge of the Thirteenth Judicial Circuit, Main Courtroom, Pickens County Courthouse, Main Street, Pickens, South Carolina, on the 16<sup>th</sup> day of February, 2012, at 10:00 o'clock, a.m. for an order granting them a restraining order prohibiting the Defendants, their minor children or anyone on their behalf, from coming on or using in anyway the access road that they have built pursuant to the easement agreement attached to the complaint in this case.

  
JAMES C. ALEXANDER  
Attorney for Plaintiffs  
Post Office Box 618  
Pickens, South Carolina 29671  
864 898-3208

January 25, 2012

## STATE OF SOUTH CAROLINA

COUNTY OF Pickens

Matthew H. Willimon, Jr. and Elizabeth  
Willimon,

## IN THE COURT OF COMMON PLEAS

## CIVIL ACTION COVERSHEET

Plaintiff(s)

vs.

2012-CP - 39-

144

2012 JAN 31 P 3:19

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINAJake Gilstrap, Thomas R. Gilstrap, Sr., John  
Gilstrap, Yvonne G. Smith, Jason A. Smith,  
and Patricia Gilstrap,

Defendant(s)

(Please Print)

Submitted By: James C. Alexander

Address: P.O. Box 618, Pickens, SC 29671

SC Bar #: 317

Telephone #: (864) 898-3208

Fax #: (864) 898-3408

Other:

E-mail:

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)

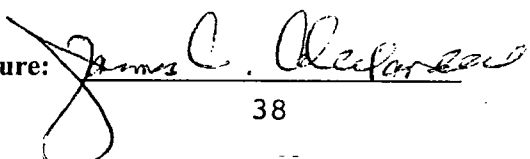
\*If Action is Judgment/Settlement do not complete

- ☐ 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)

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

Submitting Party Signature:



Date: 1-25-2012

) IN THE COURT OF COMMON PLEAS  
)  
) Case No.: 2012-CP-39-144

) )

)

)

)
)
)
)

)

)

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

DATE: January 25, 2012

39

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Matthew H. Willimon, Jr.  
and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A.  
Smith, and Patricia Gilstrap,

Defendants.  
.....

) IN THE COURT OF COMMON PLEAS

)

) Case No.: 2012-CP-39-144

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

COMPLAINT

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA  
2012 JAN 31 P 3:19

The Plaintiffs complaining of the Defendants show:

FOR A FIRST CAUSE OF ACTION

1. The Plaintiffs and Defendants are residents and citizens of Pickens County, South Carolina. The real property which is the subject to this litigation is located in Pickens County.

2. The Plaintiffs own real property located at 253 Mustang Rd., Easley, South Carolina, in Pickens County. The Defendants either have an ownership interest in adjoining real property to the real property owned by the Plaintiffs or live near the plaintiffs.

3. The Plaintiffs were granted by an easement by written agreement which is recorded in Book 60 @ page 71 in the Register of Deeds office for Pickens County and the right to construct a 20 foot road from plaintiffs' real property to Old Dacusville Road, for ingress and access to their real property. This

easement agreement granted to the Plaintiffs, their heirs and assigns, the exclusive right to use the road that they construct and maintain, including the right to fence or place gates on or along the access road. Plaintiffs constructed a long road from Old Dacusville Rd. to their property at their expense.

4. The Defendants and their minor children, without authorization or permission or consent of the Plaintiffs and after notice not to do so, use this road, or allow others who live on their property to use this road, which has been constructed by the Plaintiffs. The defendants have placed and constructed entrances to their real property from plaintiffs' road. The Plaintiffs had repeatedly warned the Defendants that they nor anyone on their behalf are allowed to use this road as plaintiffs have exclusive use of the road. However, the Defendants continue to trespass and use this road. The minor children of some of the defendants constantly use the road with ATVs, harassing and interfering with plaintiff's use of this road. Plaintiffs have been threatened, cursed at, and harassed when they attempt to use the road. The threats include causing damage to plaintiffs' property, cars, and livestock.

5. The Plaintiffs request that the Court issue a restraining order prohibiting the Defendants, their minor children or anyone on their behalf, from coming on or using in

anyway the access road that they have constructed pursuant to the above easement agreement, pendente lite and permanently.

FOR A SECOND CAUSE OF ACTION

6. The allegations of the first cause of action are incorporated by reference as if fully set forth hereinafter.

7. The defendants have continued to come onto the plaintiffs' road without permission, after repeated notice that they are not to use the road, said actions constituting a continual trespass.

8. The Plaintiffs request that the Court grant them judgment against the defendants in an amount to be determined by this Court, actual and punitive damages.

WHEREFORE, the Plaintiffs prays as follows:

(1) That they be granted judgment against the Defendants in an amount to be determined by the Court for trespass, both actual and punitive damages.

(2) That they be granted a restraining order prohibiting the Defendants or anyone on their behalf from coming on or using in anyway the access road that they have built pursuant to the attached easement agreement, pendente lite and permanently.

(3) For such other and further relief as the Court may deem just and proper.

Date: January 25, 2012

A handwritten signature in cursive script, appearing to read "James C. Alexander", is written over a horizontal line.

JAMES C. ALEXANDER, BAR NO. 317  
Attorney for Plaintiff  
Post Office Box 618  
Pickens, South Carolina 29671  
Telephone No. : (864) 898-3208  
Fax No. : (864) 898-3408



STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

EASEMENT AGREEMENT

KNOW all men by these presents, that I, Addie Gilstrap, for valuable consideration, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto Matthew H. Willimon, Jr. and Elizabeth Willimon, their heirs and assigns forever, an easement of ingress of egress across property owned by me as described in a deed recorded on January 18, 1964 in Deed Book 10-L at Page 494, Clerk of Court for Pickens County, South Carolina for the following purposes:

1. To construct a twenty (20) foot road from property to be deeded to Matthew H. Willimon, Jr. and Elizabeth Willimon by deed of even date through the property above described to give access to Old Dacusville Road.

2. For the consideration paid by Grantee to Grantor, Grantor grants to Grantee, their heirs and assigns the exclusive right to use the road constructed by and maintained by Grantees, including the right to fence or place gates on or along the said access road.

To have and hold all and singular the aforementioned easement, unto the Grantee, his heirs and assigns forever. Grantor hereby binds herself, her heirs, successors or administrators and assigns to warn and forever defend all and singular the said premises unto the Grantee above named for the purposes herein set forth.

IN WITNESS WHEREOF, the Grantor has hereunto set her  
hand and seal this 14th day March, 1989.

James S. Sear  
Deborah R. Whitener

Addie Gilstrap  
Addie Gilstrap

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

Personally appeared before me the undersigned witness  
and made oath that he saw the within named Addie Gilstrap  
sign, seal and as her act and deed deliver the within written  
Easement Agreement and that he with the other witness  
subscribed above, witnessed the execution thereof.

James S. Sear

SWORN to before me this  
14 day of March, 1989

Deborah R. Whitener  
Notary Public for South Carolina  
My Commission Expires: 9-11-96

003352  
James Sear  
OLIVER A. NEALY  
FILED  
MAR 17 10 25 AM '89  
CLERK OF COURT  
PICKENS, S.C.

The within document was filed  
or recorded on the 17<sup>th</sup> day of

March 1989

in Book 60 Page 71

Oliver A. Nealy

Clerk of Court and Ex. Sec.  
Pickens County, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Matthew H. Willimon, Jr.  
and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A.  
Smith, and Patricia Gilstrap,

Defendants.

.....

) IN THE COURT OF COMMON PLEAS

)  
) Case No.: 2012-CP-39-144

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

VERIFICATION

2012 JAN 31 P 3:20

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

Personally appeared Matthew H. Willimon, Jr. and Elizabeth Willimon who being duly sworn states that they are the plaintiffs in this case, they have read the foregoing complaint and know that eh contents therein are true of their own knowledge except for those matters stated to be based upon information and belief, which they believe to be true.

SWORN to before me this 2  
day of JAN, 2012.

Matthew H. Willimon Jr.  
Elizabeth Willimon

James C. Oledale  
Notary Public for South Carolina  
My commission expires: 03/03/20

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF PICKENS )

Matthew H. Willimon, Jr. and  
Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A.  
Smith, and Patricia Gilstrap,

Defendants.

ANSWER AND COUNTERCLAIM

Case No: 2012-CP-39-144

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA  
FEB 23 A 11:28

#### ANSWER

Defendants answer the Complaint as follows:

1. Allegations made in the Complaint are denied unless specifically admitted herein.
2. Defendants admit the allegations made in Paragraphs 1. and 2. of the Complaint.
3. Defendants deny the allegations made in Paragraphs 4., 5., 6., 7., and 8. of the Complaint.
4. Answering Paragraph 3. of the Complaint, Defendants admit that an "Easement Agreement" was recorded in Deed Book 60 at Page 71 in the Register of Deeds Office in Pickens County, SC, but Defendants deny all other allegations made in Paragraph 3.

#### COUNTERCLAIM

Defendants counterclaim against Plaintiffs as follows:

5. The Answer above is incorporated herein.
6. The Easement Agreement recorded in Deed Book 60 at Page 71 is void for lack of consideration.

7. In the alternative, the provision in the Easement Agreement that grants to Plaintiffs the "exclusive" right to use the road is the result of a mistake or typographical error in the drafting of the Easement Agreement so that the Easement Agreement should be reformed and corrected to grant to Plaintiffs the non-exclusive use of the road and the same to Defendants.

8. In the alternative, the provision in the Easement Agreement that grants to Plaintiffs the "exclusive" right to use the road is inequitable to Defendants so that the Easement Agreement should be reformed and corrected to grant to Plaintiffs the non-exclusive use of the road and the same to Defendants.

9. In the alternative, Defendants are entitled to and hereby request an easement by prescription over Mustang Drive. Also, Defendants are entitled to use Mustang Drive for access to Defendants' homes and the Gilstrap family cemetery.

10. The Easement Agreement grants to Plaintiffs an easement of ingress and egress only. Plaintiffs have violated the terms of the Easement Agreement by installing Plaintiffs' utility lines on Defendants' property. Plaintiffs should be enjoined from trespassing upon Defendants' property and Defendants request an injunction against Plaintiffs for the same.

11. Plaintiffs have trespassed upon Defendants' property by installing the utility lines described above and in other ways. Defendants are entitled to and hereby request actual and punitive damages against Plaintiffs for such trespass.

12. Plaintiffs should be required to survey Mustang Drive at Plaintiffs' expense.

WHEREFORE, Defendants pray that the relief requested in the Complaint be denied and that the relief requested in the Counterclaim be granted.

Date: February 17, 2012

  
James M. Robinson, Attorney for Defendants  
ROBINSON LAW FIRM, P. A.  
P.O. Box 738  
Easley, SC 29641  
864.859.7501

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Matthew H. Willimon, Jr.  
and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A.  
Smith, and Patricia Gilstrap,

Defendants.  
.....

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA  
IN THE COURT OF COMMON PLEAS

2012 MAR -5 P 2: 57 Case No. 2012-CP-39-144

REPLY TO COUNTERCLAIM

The Plaintiffs, replying to the Counterclaim of the Defendants, show as follows:

1. The Plaintiffs deny the allegations of paragraphs 6, 7, 8, 9, 10, 11, and 12.

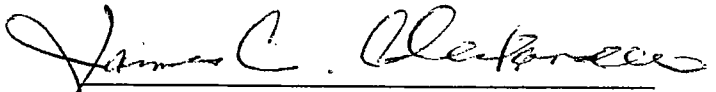
WHEREFORE, Plaintiffs pray as follows:

(1) That relief requested by Defendants' counterclaim be denied and the counterclaim be dismissed with costs and attorney's fees granted to Plaintiffs.

(2) That the relief requested in Plaintiffs' Complaint be granted.

(3) For such other and further relief as the court may deem just and proper.

DATE: March 01, 2012

  
James C. Alexander, #317  
Attorney for Plaintiffs  
P.O. Box 618  
Pickens, SC 29671  
(864) 898-3208

1 his widow and daughter are named as parties. All right,  
2 Tom, Jr. is deceased. He owns this property right here  
3 (indicating), and Tom, Jr. got that property -- I didn't put  
4 it on my summary, Judge, but it is in my package. I'm going  
5 to say about '89, but I don't hold me to that, because I'm  
6 not sure. There's a exhibit that shows when he got this  
7 property as well. I think it was after Willomon got theirs,  
8 but I'll let you look at the exhibit. I don't have it on my  
9 summary.

10 So that is a general layout of the property. Mustang  
11 Drive is, you know the -- all right, so Mustang Drive  
12 crosses over property that the respective Gilstraps received  
13 from Addie Gilstrap in 1994.

14 MR. ROBINSON: Or at different times. There might  
15 have been deeds at different times. But they all derive  
16 from Addie. I don't know if this helps but the Plaintiffs  
17 and the Defendants own all the property that is affected by  
18 the use of Mustang Drive? Okay.

19 MR. ALEXANDER: It is my understanding that when  
20 this property was deeded to Willomon, Addie owned all of  
21 this. In '94, it was deeded to Tom, Sr. and Reba in  
22 separate tracts. And so Addie owned it, it went to Tom,  
23 Sr., and as far as I know, very candidly, Mustang Drive is  
24 on that property that was eventually deeded to Tom, Sr. by  
25 two separate deeds.

1 THE COURT: All right. And do both sides agree  
2 that but for some type of access via Mustang Drive or  
3 otherwise, the willomons don't have any public access to any  
4 roadways?

5 MR. ROBINSON: They do have other.

6 MR. ALEXANDER: They've got a back road. They'll  
7 testify.

8 THE COURT: Okay.

9 MR. ALEXANDER: They've got a back way that they  
10 could use if they had to.

11 THE COURT: Okay.

12 MR. ROBINSON: It might be that (indicating).

13 MR. ALEXANDER: I'm not sure where it comes off,  
14 but it comes off the back side of their property.

15 THE COURT: Okay.

16 MR. ALEXANDER: So there is, that they use on  
17 occasion. Whether or not they have deeded -- they don't  
18 have any deeded right of way, I'll put it that way. They  
19 use it. But it's my understanding they don't have a deeded  
20 access to it.

21 THE COURT: Okay.

22 MR. ALEXANDER: But these are just for  
23 demonstrative purposes only, just to give you an idea of the  
24 property when we get started.

25 THE COURT: Okay.



1 MR. ALEXANDER: We'll call Homer Willomon.

2 THE COURT: Sir, if you'll come around over here.  
3 Pull the Bible towards you, if you will. If you'll place  
4 your left hand on the Bible and raise your right hand for  
5 me.

6 \*\*\*\*\*

7 Homer Willomon, being duly sworn to tell the truth, the  
8 whole truth, and nothing but the truth of his own knowledge  
9 concerning the matter herein, testified as follows:

10 \*\*\*\*\*

11 THE COURT: If you'll state your full name,  
12 please, sir.

13 THE WITNESS: Homer Willomon, Jr.

14 THE COURT: All right.

15 MR. ALEXANDER: Judge, I would also offer into  
16 evidence the exhibits marked as Plaintiff's 1 through 19.

17 MR. ROBINSON: I've reviewed them, Your Honor. No  
18 objection.

19 THE COURT: All right, thank you.

20 EXAMINATION BY MR. ALEXANDER:

21 Q. Mr. Willomon, where do you live?

22 A. 253 Mustang Drive, Easley, South Carolina.

23 Q. How old are you?

24 A. Sir?

25 Q. How old are you?

- 1 A. I'm 70.
- 2 Q. Are you married?
- 3 A. Yes, sir.
- 4 Q. What's your wife's name?
- 5 A. Elizabeth.
- 6 Q. And she's in the courtroom here with you, and she's a  
7 Plaintiff in this as well --
- 8 A. Yes.
- 9 Q. -- because she's an owner of the property as well; is  
10 that correct?
- 11 A. Yes.
- 12 Q. All right. Now, Mr. Willomon, let me show you a  
13 document which is marked as Plaintiff's Exhibit Number  
14 1, which is styled Purchase and Sales Contract, dated  
15 July 8th, 1986. It's got a signature -- the signature  
16 is on the second page of Addie T. Gilstrap, and Matthew  
17 H. Willomon, Jr. Is that your signature?
- 18 A. Yes.
- 19 Q. You're Matthew H. Willomon, Jr.?
- 20 A. Yes, sir.
- 21 Q. All right. And did you enter this contract with Addie  
22 Gilstrap at that time?
- 23 A. Yes.
- 24 Q. All right. Who prepared this document for you?
- 25 A. I -- I assume Jim Sarratt. I can't --

- 1 Q. Don't assume anything. If you just assume, say you  
2 don't know. Did you hire a lawyer to represent you in  
3 the purchase of this real estate?
- 4 A. Yeah.
- 5 Q. Who did you hire?
- 6 A. Jim Sarratt.
- 7 Q. All right. And if this is a part of his file, would  
8 you say this is the contract?
- 9 A. Yeah.
- 10 Q. You signed it.
- 11 A. Yeah.
- 12 Q. All right. Now, as far as the terms in this contract,  
13 who did you negotiate with to come to the terms as set  
14 forth in that contract?
- 15 A. I done all the -- that with Tom Gilstrap.
- 16 Q. Senior or Junior?
- 17 A. Senior.
- 18 Q. Senior, all right. So when you talked about purchase  
19 price, whatever the concerns were as far as the  
20 purchase of this property, you did your negotiations  
21 with Tom, Sr.
- 22 A. Tom, Sr.
- 23 Q. Did you ever talk to Addie Gilstrap about it?
- 24 A. No.
- 25 Q. Okay. Now, did you go to Mr. Sarratt's office to sign

1 the document Plaintiff's Number 1?

2 A. Yeah.

3 Q. All right. Do you remember if Addie Gilstrap was there  
4 at the time you were there?

5 A. No. I think we done it at separate times.

6 Q. All right.

7 A. Went in at separate times.

8 Q. Now, the property that you purchased, it did not have  
9 road frontage; is that correct?

10 A. Yes.

11 Q. So what did you and Tom, Sr. talk about as far as  
12 access to this property from Old Dacusville Road?

13 A. Well, we talked about a road into it. And --

14 MR. ROBINSON: Your Honor, he's getting into  
15 hearsay with Tom, Sr. Objection.

16 MR. ALEXANDER: Judge, Tom, Sr. is a party to this  
17 case.

18 THE COURT: Is Tom, Sr. Thomas R. Gilstrap, Sr.?

19 MR. ALEXANDER: Yes, sir.

20 THE COURT: Is that correct?

21 MR. ROBINSON: Yes, sir.

22 THE COURT: Overruled.

23 EXAMINATION RESUMED BY MR. ALEXANDER:

24 Q. Go ahead. What did you talk about as far as the  
25 conditions of access from Old Dacusville Road to your

1 property?

2 A. well, we talked about a road in to it. And he said  
3 that I could have a road anywhere I wanted to. I said,  
4 well, what's wrong with this right here, this road  
5 redone?

6 Q. All right, now, let me ask you about that. When you  
7 purchased the property, when you signed this contract  
8 in 1986, was there already some type of a road from Old  
9 Dacusville Highway going into Addie Gilstrap's  
10 property?

11 A. There was an old road there.

12 Q. All right, describe that road. What was it like?

13 A. It hadn't been used in a long time. It was -- there  
14 was no way to use it as it stood. It had to be redone.

15 Q. All right. And you asked about using that location.  
16 What did Tom, Sr. tell you?

17 A. He said, you can have a road anywhere you want it.

18 Q. Now, did you talk to him about who was going to pay to  
19 put this driveway in?

20 A. He told me I would have to pay.

21 Q. And when you were told that, what did you say about who  
22 could have the right to use this road?

23 A. I said, well, if I have to pay for this road, and I  
24 mean, do everything, I said, I want private access. I  
25 said, I do not -- I can't put a road in there and

1 everybody using it. Not out of my pocket.

2 Q. And what did Tom, Sr. say to that?

3 A. That's fine.

4 Q. So you entered into Plaintiff's Number 1. Now, did you  
5 pay Addie Gilstrap all the money at that time, or did  
6 you pay it over the next few years?

7 A. Well, it started off, Tom -- I was dealing with Tom.  
8 He told me -- I went to find out how to pay him.

9 Q. Let me be very more specific with my question, Mr.  
10 Willomon. Did you pay Addie Gilstrap cash on July the  
11 8th, 1986, for the entire purchase price?

12 A. No, sir.

13 Q. Did you pay that money over time?

14 A. I paid some money over time.

15 Q. And eventually, you were deeded that real estate; is  
16 that --

17 A. Yeah.

18 Q. -- correct? And at the time that you were deeded the  
19 real estate, had you paid it in full?

20 A. Yes.

21 Q. Let me show you Plaintiff's Number 10. Here is a deed,  
22 the second page of that exhibit, dated March 14th, 1989  
23 from Addie Gilstrap to Matthew H. Willomon, Jr. And  
24 Elizabeth Willomon. Had you paid her in full by that  
25 point?

- 1 A. Yeah.
- 2 Q. All right. You got a deed to the propert- --
- 3 A. Yeah.
- 4 Q. Is that correct? All right. Now, after you signed the  
5 contract, though, in 1986, when did you start working  
6 on building a driveway?
- 7 A. He started after that. I mean, after we made the deal,  
8 he --
- 9 Q. "He" being who?
- 10 A. Tom.
- 11 Q. Tom, Sr.?
- 12 A. Yeah.
- 13 Q. Did you hire Tom, Sr. to help build your driveway?
- 14 A. well, I done all the business with him. He had people  
15 helping him, but I done the business with Tom.
- 16 Q. You contracted with Tom --
- 17 A. With Tom.
- 18 Q. -- for Tom, Sr. --
- 19 A. Yeah.
- 20 Q. -- to build the driveway?
- 21 A. Yes, sir.
- 22 Q. Did you pay Tom, Sr. for his work?
- 23 A. Yes, sir.
- 24 Q. Let me show you what's marked as Plaintiff's Number 2.  
25 Tell us what that is.

1 A. That's a receipt for what I paid him to do the work.

2 Q. Now, the Tom Gilstrap that signed it, is that Tom, Sr.?

3 A. Tom, Sr.

4 Q. And that was, this receipt is dated August 14th, 1986  
5 for one, and September 17th, 1986 for the second one.

6 A. Yeah.

7 Q. So as far as the second date, September 17th, 1986,  
8 taking that date, was the road completed by that time?

9 A. Yeah. The grading was done.

10 Q. Tom, Sr. was through?

11 A. Yeah.

12 Q. All right. Now, did you do any other work to the  
13 driveway after 1986?

14 A. I put gravel from Old Dacusville to the branch.

15 Q. All right. You got your property deeded to you in  
16 1989. Did you move out there on that occasion?

17 A. No, sir.

18 Q. All right. When did you move to this property?

19 A. In '94.

20 Q. All right. Why did it take so long for you to move out  
21 there?

22 A. I had a massive heart attack, and we had a lot of  
23 family members dying. And I -- I just didn't get  
24 moved. It took me about three years to recuperate from  
25 the massive heart attack.



1 Q. Now, this property is in Pickens County; is that right?

2 A. Yeah.

3 Q. Okay. You reside in Pickens County.

4 A. Yes.

5 Q. All right. Mustang Drive, which we have, on a lot of  
6 these exhibits, this demonstrative exhibit.

7 MR. ALEXANDER: Your Honor, may I have this marked  
8 as an exhibit, just so that we know what we're referring to?

9 MR. ROBINSON: No objection.

10 THE COURT: That's fine.

11 MR. ALEXANDER: I'm not offering it as evidence,  
12 but only as an aid to the Court.

13 (Court reporter marks document as  
14 Plaintiff's Exhibit Number 20 & 21)

15 EXAMINATION RESUMED BY MR. ALEXANDER:

16 Q. All right, and this exhibit, which is Number 20, refers  
17 to something called Mustang Drive that comes from Old  
18 Dacusville Road. In 1986, is that what -- the name of  
19 the road?

20 A. No, sir.

21 Q. All right. How long has that road been named Mustang  
22 Drive?

23 A. Maybe ten years. Approximately. I'm not sure.

24 Q. And who named the road?

25 A. I did.

- 1 Q. Prior to the name Mustang Drive, what was it referred  
2 to? How did you refer to this road? By name, or what?
- 3 A. Driveway.
- 4 Q. Okay. When you moved there in 1994, we've identified  
5 that Tom, Sr. and Reba owns the property on both sides  
6 of what is now Mustang Drive. What was the use -- how  
7 was that property used in 1994? What did --
- 8 A. Well --
- 9 Q. -- Addie Gilstrap or anybody on her behalf use that  
10 property for?
- 11 A. It wasn't being used. It was all grown up in timber.
- 12 Q. Okay.
- 13 A. It wasn't being used for anything.
- 14 Q. Anybody farming on it?
- 15 A. No, sir.
- 16 Q. Anybody running cows or horses on it?
- 17 A. No, sir.
- 18 Q. Livestock of any nature?
- 19 A. No, sir.
- 20 Q. Not being used at all?
- 21 A. No, sir.
- 22 Q. Now, there is a right coming from Old Dacusville Road.  
23 There is also a driveway coming off of it that says Ed  
24 Gilstrap Way. How long has Ed Gilstrap Way been there?
- 25 A. It was there when I moved there, partially.

- 1 Q. Did it come off of what is now known as Mustang Drive?
- 2 A. Yeah. Yeah.
- 3 Q. Okay. And do you know what that path or road is used
- 4 for?
- 5 A. There's a -- was a small garden there below the
- 6 driveway, and they used it to go into that garden, I
- 7 assume. You know, there wasn't nothing else down
- 8 there.
- 9 Q. All right, don't assume. You don't know of anything
- 10 else?
- 11 A. No.
- 12 Q. Was there anybody living down that way at that time?
- 13 A. I don't know.
- 14 Q. That you knew of?
- 15 A. Not that I know of, no.
- 16 Q. Now, is there a cell tower on that property now?
- 17 A. Yeah.
- 18 Q. Was the cell tower there then?
- 19 A. No, sir.
- 20 Q. As far as, other than coming in and going down Ed
- 21 Gilstrap Way, as far as going down your driveway that
- 22 you built all the way to your house, was anything done
- 23 on the Gilstrap property that required them to drive
- 24 down that road?
- 25 A. No, sir.

1 Q. Did anybody assist you financially in initially  
2 building that driveway?

3 A. No.

4 Q. One hundred percent yourself?

5 A. Yeah.

6 Q. Now, at some point, did you, after you moved there in  
7 1994, did you begin to have any difficulty with other  
8 people -- let me back up and ask this -- Judge, if I  
9 may have just a minute, I can't find an exhibit.

10 Plaintiff's Number 5, which is entitled an Easement  
11 Agreement. Now, your deed is dated March 14th, 1989;  
12 is that correct?

13 A. (Indicates affirmative response)

14 Q. And the easement agreement, March 14th, 1989. Who  
15 prepared the deed and this easement agreement for you,  
16 what lawyer?

17 A. Jim Sarratt.

18 Q. All right, did you go to his office to sign it?

19 A. Yes.

20 Q. Was Addie Gilstrap there at the time --

21 A. Yes.

22 Q. -- you signed it? The easement agreement provides for,  
23 it uses the word, exclusive right to use the road  
24 constructed. At the time this easement agreement was  
25 prepared and signed by you, had the driveway been

1 completely finished?

2 A. Yeah.

3 Q. And was it your understanding, when it said exclusive,  
4 that meant only you --

5 A. Yeah.

6 Q. -- and Elizabeth? At some point, did you begin to have  
7 problems with the Gilstrap family as far as the use of  
8 the property after you moved there in 1994?

9 A. I had.

10 Q. what problems did you have?

11 A. Can I tell you about one that's not on here?

12 Q. Tell me about what?

13 A. Something that happened on the driveway.

14 Q. Yeah, a problem that -- yeah, you can tell me about any  
15 problem between you and the Gilstrap family that  
16 happened on the driveway.

17 A. well, it started soon after I got there. I come home  
18 late one night from work, and the road was completely  
19 impassable by dead tree stumps, limbs. And I had to  
20 clear the road for about 300 feet before I could get  
21 in. I went and got home --

22 Q. well, let me ask you this. Let's get a timeframe. Was  
23 it after you moved in in 1994?

24 A. Yes.

25 Q. All right, go ahead.

1 A. And I said, look. I didn't know who done it. And he  
2 told me he didn't know who done it. But I found out  
3 later that it was a couple of his grandsons.

4 Q. There were dead stumps in the road?

5 A. Yeah.

6 Q. All right.

7 A. I mean, they littered the road and made it impassable.  
8 That was the start.

9 Q. Okay. And when you say Tom, you're talking about Tom,  
10 Sr.?

11 A. Tom, Sr.

12 Q. Okay.

13 A. Tom, Sr.

14 Q. All right. As far as, let's identify some of the  
15 people out here. Tom, Sr. owned the property. Who is  
16 Jacob Gilstrap? Is that Tom, Sr.'s son?

17 A. Jacob?

18 Q. Jake.

19 A. Yeah. Jake, yeah.

20 Q. Jake, Tom, Sr.'s son. Tom, Jr., I think is obvious,  
21 that's Tom, Sr.'s son.

22 A. Yeah.

23 Q. All right. Did Tom, Sr. have another son, Jonathan?

24 A. Yeah.

25 Q. Now, Reba, is that Tom, Sr.'s wife?

- 1 A. Yeah.
- 2 Q. And the two grandchildren that you complained about,  
3 what are their names?
- 4 A. Andrew and Chase.
- 5 Q. All right, so you had a problem with the stumps. What  
6 other problems did you have with any member of the  
7 Gilstrap family? And I want you to identify the member  
8 of the family and tell the Court what problems you had.
- 9 A. Well, the second problem, I'm not sure who was  
10 responsible, but I had trouble with people coming down  
11 there in trucks and they'd park, and you could smell  
12 what they was smoking, you know. And I had to -- see,  
13 I always took my problems to Tom.
- 14 Q. Tom, Sr.
- 15 A. Yeah, Tom, Sr.
- 16 Q. Let me ask you this: The road, Mustang Drive, what's  
17 now Mustang Drive, comes in, and it comes to your  
18 property line. Is there a branch there?
- 19 A. Yes, sir.
- 20 Q. Okay. Does that mark your property line --
- 21 A. Yeah.
- 22 Q. -- from the Gilstrap property?
- 23 A. Yes, sir.
- 24 Q. And that's the area you're talking about, people --
- 25 A. Yeah.

- 1 Q. -- would come down and park. But now, could you  
2 identify any members of the Gilstrap family who would  
3 come down and park?
- 4 A. No. And it was dark, I couldn't see.
- 5 Q. Okay, you had problems with people --
- 6 A. Yeah.
- 7 Q. -- coming down and parking. You had a security light  
8 out there?
- 9 A. Yes, sir.
- 10 Q. Have any problems with the security light?
- 11 A. Well, in one instance, it was shot out three times.
- 12 Q. Did you ever identify anybody as being the ones who --
- 13 A. No.
- 14 Q. -- shot it out?
- 15 A. No.
- 16 Q. All right. Have any problems with using the road in a  
17 improper way? Did you catch them using the road?
- 18 A. Yeah.
- 19 Q. All right. Who did you, personally find using your  
20 exclusive right-of-way?
- 21 A. I found Andrew, Chase, and this other guy that lives  
22 behind the...
- 23 Q. Andrew and Chase, they're grandsons of Tom, Sr.?
- 24 A. Yeah.
- 25 Q. Were they minors?



- 1 A. Yes.
- 2 Q. They were under the age of 18?
- 3 A. I think they were, yeah.
- 4 Q. Now, was there a time in which members of the Gilstrap  
5 family procured some four-wheelers and dirt bikes?
- 6 A. Yeah.
- 7 Q. Was that a problem with the use of your road?
- 8 A. Yes, it was.
- 9 Q. What problems?
- 10 A. They were using it like a race track. They were  
11 tearing the road up, breaking gravel loose, causing --  
12 caused me some tire problems. I had some big rocks put  
13 in there on the new ground before I put crush and run.  
14 And digging those rocks up, sharp, pointed rocks. I  
15 had tire problems.
- 16 Q. Okay. At one point -- and we'll talk about the  
17 problems in a minute, but before I forget, let me ask  
18 you. At one point, did you put up any type of gate at  
19 Old Dacusville Road on this driveway?
- 20 A. Yes.
- 21 Q. When did you do that?
- 22 A. I done it in '89.
- 23 Q. What type of a gate did you put up?
- 24 A. I put up two posts and put a cable across the  
25 driveway --

- 1 Q. All right.
- 2 A. -- at the end of the road.
- 3 Q. How long did the cable stay there?
- 4 A. It disappeared sometime before I moved there, sometime  
5 along the early '90's.
- 6 Q. Okay.
- 7 A. I can't remember exactly when.
- 8 Q. Did you go complain to anybody about your cable being  
9 removed?
- 10 A. No, I didn't say anything about it.
- 11 Q. Tom, Jr., when did he move out there, to your  
12 knowledge? Was it before or after you moved out there?
- 13 A. It was after I moved out there. Long after.
- 14 Q. All right. Let me show you some photographs. This is  
15 Exhibit Number 8 that I've identified. The first one  
16 is Plaintiff's 8, page one, A and B. There's a four-  
17 wheeler and young people in the four-wheeler. Is that  
18 your driveway? Are they on your driveway?
- 19 A. Yeah.
- 20 Q. And who are those people in this photograph?
- 21 A. I honestly can't see them. I should have brought  
22 glasses to see close up.
- 23 Q. Who took these pictures?
- 24 A. Me and my wife.
- 25 Q. And who did you take them of when you took them?

- 1 A. I took of Andrew and Chase. Andrew's on the four-  
2 wheeler, Chase on the dirt bike.
- 3 Q. Okay. The second photograph appears to be a four-  
4 wheeler.
- 5 A. Yes.
- 6 Q. You don't have glasses on, you're saying.
- 7 A. No.
- 8 Q. So you should have brought your glasses. All right.  
9 Page two, A and B, is a young man on a dirt bike.
- 10 A. That's Chase.
- 11 Q. You took that photograph?
- 12 A. Yeah.
- 13 Q. And it looks like it's taken from a vehicle.
- 14 A. Yeah. We took it from inside our vehicle.
- 15 Q. Page three, A and B, there appears to be a cow on the  
16 road.
- 17 A. Yeah.
- 18 Q. Okay. Now, at what point did the Gilstrap family begin  
19 running cows on their property, which is on both sides  
20 of Mustang Drive? How long after you moved out there?
- 21 A. Well, they started around '97.
- 22 Q. Did they have to do any work on the property to run  
23 these cows?
- 24 A. Well, Tom came to me and asked me about gating the road  
25 at the branch, and gating the road at the highway.

1 Q. When did he do that? How long after you moved there  
2 did he come to you with that request?

3 A. That was after '96.

4 Q. Okay. And he wanted to gate it?

5 A. At the branch and the road.

6 Q. And the branch is where your property --

7 A. Ends, yeah.

8 Q. -- adjoins the Gilstrap --

9 A. Right.

10 Q. -- property. And then, also, on Dacusville Road.

11 A. Yeah.

12 Q. All right. And why did he say he wanted to do that?

13 A. He wanted to fence in the rest of it and run the cows  
14 on the total property using the road as part of the  
15 pasture.

16 Q. Did he have to do any work on his property where he  
17 could run cows?

18 A. Well, after I told him I didn't want the gate there, he  
19 had to fence it in.

20 Q. What I'm asking, did he have to clear the property off  
21 and --

22 A. Oh, yeah. Yeah. He cleared --

23 Q. Listen to my question. Did he have to do work on his  
24 property of some way before he --

25 A. Well, yeah.

- 1 Q. -- could run cows?
- 2 A. Yeah, I understand now.
- 3 Q. What did he have to do?
- 4 A. He had to clear the property there on the left side.
- 5 Q. How badly was it grown up?
- 6 A. Oh, it was heavily wooded.
- 7 Q. Now, when you said no, you can't gate the property,
- 8 just to have a big fence around it, what did he do, as
- 9 far as fencing goes?
- 10 A. Oh, he fenced in both sides of the road.
- 11 Q. So you're talking about on both sides of Mustang Drive.
- 12 A. Yeah.
- 13 Q. He had a fence on both sides all the way down to the
- 14 branch. Is that correct?
- 15 A. Uh-huh (indicates affirmative response).
- 16 Q. All right. And he began to run cows there?
- 17 A. Yes, sir.
- 18 Q. Did he begin to do anything else with the property?
- 19 Any farming, any horses? Anything else that you
- 20 observed?
- 21 A. Well, they had some horses out. I don't know exactly
- 22 where they kept them, except for one time.
- 23 Q. And then, Exhibit 8, page three, picture A. Is that
- 24 cow on your road?
- 25 A. Yes, sir.

1 Q. Did you have problems with the cows getting on your  
2 road?

3 A. Yes, sir.

4 Q. What kind of problems?

5 A. Well, it was every so often, the cows -- it was more  
6 than one cow, it'd be like, ten or 12 would get out.  
7 Numerous times I had to go tell him, your cows are out.  
8 You know.

9 Q. Did he go gather them up?

10 A. Far as I know, yeah.

11 Q. Would somebody go gather them up?

12 A. Yes.

13 Q. Somebody would.

14 A. Yeah.

15 Q. All right. Exhibit 8, page four, B is a young man, it  
16 looks like on a dirt bike. Is that on your driveway?

17 A. Yeah. That's Chase.

18 Q. And page five, same exhibit, is a vehicle. Do you know  
19 who's in that vehicle?

20 A. Yeah. Chase.

21 Q. Chase. And all these pictures, you and your wife took.

22 A. Yeah.

23 Q. You were there. Let me show you Exhibit 7, which is  
24 eight photographs, marked. The first one, picture one  
25 is a vehicle.

- 1 A. Yeah.
- 2 Q. Who's vehicle is that?
- 3 A. Jake's.
- 4 Q. Is it on your road?
- 5 A. No, not there. It's on that road going -- that turns
- 6 off.
- 7 Q. Gilstrap --
- 8 A. Yeah.
- 9 Q. Gilstrap Way, okay.
- 10 A. But he's coming out into my road.
- 11 Q. Okay. Now, picture number three shows, it looks like,
- 12 is this the entrance from Old Dacusville Road?
- 13 A. Yes, sir.
- 14 Q. And looking at Exhibit 20, where Tom, Jr. -- is that
- 15 where Tom, Jr.'s property is at?
- 16 A. Yes, sir.
- 17 Q. This corner right here (indicating)?
- 18 A. Yeah.
- 19 Q. All right. Are there any mobile homes on Tom, Jr.'s
- 20 property?
- 21 A. Now, there's a singlewide and a doublewide.
- 22 Q. All right. And photograph number four, that's whose
- 23 vehicle?
- 24 A. That's Jake.
- 25 Q. Photograph number seven, who's vehicle is that?

- 1 A. That's Jake.
- 2 Q. Is he on your driveway?
- 3 A. Yes.
- 4 Q. Now, let's -- I want to do something else, then we'll
- 5 get back to some of the problems. Looking at exhibit
- 6 number 20, if you'll look at Old Dacusville Road, Tom,
- 7 Sr.'s property, the 47.71 acres. Does he have road
- 8 frontage on that tract directly?
- 9 A. Oh, yeah. Yeah. They own a lot.
- 10 Q. Can he get to the 47.71 acre tract without going over
- 11 your driveway?
- 12 A. Yeah.
- 13 Q. He has road frontage?
- 14 A. Yeah.
- 15 Q. All right. The other part of Mustang Drive, which he
- 16 owns, does he have road frontage there as well?
- 17 A. Yes.
- 18 Q. Can he get to that property other than using Mustang
- 19 Drive?
- 20 A. Yeah.
- 21 Q. In fact, does he own the property next to it?
- 22 A. Yeah.
- 23 Q. All right, which is the one identified, the last number
- 24 is 2512. Does that front on Old Dacusville Road?
- 25 A. All -- all that road frontage is on Old Dacusville.



1 Q. Where he lives, which is 7770, does that front on Old  
2 Dacusville Road?

3 A. Yeah.

4 Q. And back where he lives, so he gets to his house by a  
5 separate driveway?

6 A. Yeah. There's two driveways all the way -- already  
7 there.

8 Q. There's a little road called Sha, S-h-a Drive.

9 A. Sha Drive.

10 Q. Does that come off of Old Dacusville Road?

11 A. Yes.

12 Q. Does that go through the Gilstrap property?

13 A. Yeah.

14 Q. Have you had any direct confrontations, as far as any  
15 adverse confrontations with any of the Gilstrap family  
16 over the use of this driveway?

17 A. Yes, several times.

18 Q. All right. Tell us about them. Let's go one at a  
19 time. Who did you have problems with?

20 A. Jake, really, is the only one I had problems with.

21 Q. All right, now, what kind of problems did you have with  
22 Jake?

23 A. I got aggravated with all that four-wheeler riding and  
24 everything, and I went up there and blocked the  
25 driveway.

- 1 Q. What'd you do?
- 2 A. I blocked it at the road with my truck, right there at
- 3 the end, yeah.
- 4 Q. Down toward Old Dacusville Road --
- 5 A. Right there at Old Dacusville and Mustang.
- 6 Q. All right. And when you blocked the driveway with your
- 7 truck, what happened?
- 8 A. Well, Jake and I think Tom was in the truck.
- 9 Q. Tom, Sr.?
- 10 A. Yeah, Tom, Sr. They come down there and there was
- 11 words out and back and everything.
- 12 Q. Came down where?
- 13 A. Where I was parked. I mean, they didn't come exactly
- 14 where I was parked. They stayed on their property.
- 15 They didn't come on the road.
- 16 Q. All right, what happened?
- 17 A. I called the sheriff's department, and deputies came
- 18 out.
- 19 Q. I don't want you to tell me what the deputies said. I
- 20 want you to tell me what Jake said --
- 21 A. Well, I --
- 22 Q. -- and what you said back to him.
- 23 A. Well, there was a lot of words out and back, you know.
- 24 They told me to move out of that driveway.
- 25 Q. Who told you?

- 1 A. Jake.
- 2 Q. All right.
- 3 A. And another girl.
- 4 Q. Let's just talk about Jake.
- 5 A. Yeah.
- 6 Q. Go ahead.
- 7 A. I told them that was my driveway, you know. Supposed  
8 to be my exclusive driveway.
- 9 Q. Approximately when did that happen?
- 10 A. About three years, I guess, it started before I finally  
11 decided to file suit.
- 12 Q. All right. Now, there's an exhibit in the file,  
13 Plaintiff's number four, March 16th, 2009, in which I  
14 wrote a letter on your behalf to Thomas Gilstrap, Sr.,  
15 sending him a copy of the exclusive easement. Bottom  
16 line, it says, stay off my driveway.
- 17 A. Yeah.
- 18 Q. Now, did this incident with Jake happen before this  
19 letter was written?
- 20 A. Yeah.
- 21 Q. How long before this letter was written?
- 22 A. I'm not sure, exactly. After we had the confrontation,  
23 they still wouldn't stay off of the road, you know. So  
24 that's why I come to you and got you to write the  
25 letter.

1 Q. You been threatened by anybody in the Gilstrap family?

2 A. Yeah.

3 Q. These named parties. Which one of them threatened you?

4 A. Well, first, that night we had that first  
5 confrontation, Jake threatened to up nails in the road.  
6 There was some other, you know -- I'm not sure of the  
7 language. I mean, it was a mess.

8 Q. All right. Any other specific incidents? Any  
9 problems? You've talked about the four-wheelers. Did  
10 you complain to anybody about the four-wheelers and the  
11 dirt bike use --

12 A. I did --

13 Q. -- on your road?

14 A. I did with Tom.

15 Q. Sr.?

16 A. Yeah, Tom, Sr.

17 Q. All right, what did you tell Tom, Sr. and what did Tom,  
18 Sr. say?

19 A. He said, he got to the point he couldn't do anything  
20 with them. I mean, usually, he would straighten it out  
21 if I went to him and told him the problem I was having,  
22 it would get straightened out. But he told me, he  
23 said, I can't do anything with them.

24 Q. So did the four-wheeler use and dirt bike use, did it  
25 change any after you went to Tom, Sr.?

1 A. No.

2 Q. Have any other problems with anybody else other than  
3 Jake and the two grandchildren, as far as the Gilstrap  
4 family goes?

5 A. No. Like I said, there was one other guy that was  
6 riding with them, until I complained. And then he  
7 stopped. But Jake -- I mean, Andrew and Jake didn't.

8 Q. All right. Mr. Willomon, do you believe you have an  
9 exclusive right to use what is now Mustang Drive?

10 A. Yes, sir.

11 Q. Are you asking this court to enforce the recorded  
12 easement that was given to you by Addie Gilstrap?

13 A. Yes, sir.

14 Q. Asking the court to issue a permanent restraining  
15 order --

16 A. Yes.

17 Q. -- prohibiting any of these property owners named in  
18 this case, or anybody on their behalf, from coming on  
19 that driveway?

20 A. Yes.

21 Q. Now, as far as Tom, Jr., do they have the property  
22 owned by Tom, Jr. on Old Dacusville Road. Do they have  
23 road frontage as well?

24 A. They have road frontage, and along the driveway.

25 Q. There's another driveway on their property off Old

1 Dacusville Road?

2 A. Yeah.

3 Q. That they use to access their property?

4 A. Yeah. They got a -- their address is Old Dacusville  
5 Road.

6 Q. Okay. Is it your claim that the people you've named,  
7 Jake, the grandchildren, have trespassed on your  
8 property?

9 A. Yes.

10 Q. On your exclusive easement?

11 A. Yes, sir.

12 Q. You're asking for damages for that trespass?

13 A. Yes, sir.

14 Q. Has there been any damage done to your road that you've  
15 had to repair?

16 A. That I've had to repair? I didn't repair the damage  
17 they done to it. I mean, there wasn't no way I could  
18 repair it, except pack it back into the ground.

19 Q. Has their behavior as you have described affected your  
20 use of your driveway, your easement? Have they  
21 affected how you use it?

22 A. No. I mean, I don't understand what you --

23 Q. Do you have another way to get to your property?

24 A. No, I don't have another way. I've got a temporary,  
25 but I cannot use it permanent.

- 1 Q. You don't have any other recorded --
- 2 A. No.
- 3 Q. -- deeded easement or right-of-way to get to your
- 4 property?
- 5 A. No, sir.
- 6 Q. Is your only way on what is now Mustang Drive?
- 7 A. Yes, sir.
- 8 Q. Why are you using that other, on a temporary basis?
- 9 A. I -- we started using it because of the harassment we
- 10 was getting from them.
- 11 Q. Trying to get away from it?
- 12 A. Yeah. It got pretty bad, harassment.
- 13 Q. In what way? I mean, you've mentioned some incidents
- 14 with Jake --
- 15 A. About the way they was riding on there. And I spent
- 16 half a day up there one time chasing Andrew. They was
- 17 out there at the corner of one of those big gates they
- 18 put in. And I sat there for a half a day trying to get
- 19 pictures. They would run out there on it, and run off
- 20 of it before I could get a picture. And also, Andrew
- 21 stopped me one night.
- 22 Q. Don't tell me what Andrew said.
- 23 A. Okay.
- 24 Q. He's a minor. You had an altercation with Andrew then?
- 25 A. Yeah.

1 Q. Okay. All right. So you've used this other way  
2 because you didn't want to put up with what you had to  
3 put up with coming on your driveway, then?

4 A. Yeah.

5 Q. At what point, when you negotiated with Tom, Sr. from  
6 the very beginning, what was your understanding -- and,  
7 in fact, the easement was signed. We've already stated  
8 it was your understanding that you had the exclusive  
9 right to use it, nobody else. Did you ever tell Tom,  
10 Sr. or Jake or any of the other property owners after  
11 that time that you had the exclusive right to use it?  
12 Now, you've mentioned one incident when you called the  
13 police, and Jake, you mentioned that incident.

14 A. Yeah.

15 Q. Has there been other occasions in which you've talked  
16 to these other property owners that you had the  
17 exclusive right to use this driveway?

18 A. Well, I couldn't talk to Jake. I mean -- I mean, there  
19 just wasn't -- I mean, there wasn't no way to. I  
20 showed the officers the contract, you know, when they  
21 come out there in the altercation.

22 Q. You say you couldn't talk to Jake. What do you mean?

23 A. He just was arrogant about it. He -- I mean, I told  
24 him one day up there, you know, to get the boys off the  
25 thing, and he shook his finger at me and, no, they can



1 use that road. I mean, he didn't try to talk to me and  
2 settle nothing.

3 Q. Did you do everything you could think of before you  
4 came to me in 2009?

5 A. I thought I was doing everything. That was the last  
6 resort. I didn't need the problem.

7 Q. Do you know when Ed Gilstrap Drive was put in?

8 A. No, I don't.

9 Q. Under your contract with Addie Gilstrap, did you pay  
10 all money required of you to get your deed and the  
11 easement agreement?

12 A. Yes.

13 Q. All right, Mr. Willomon. Thank you. Answer any  
14 questions Mr. Robinson might have.

15 THE COURT: How long do you anticipate your cross  
16 going?

17 MR. ROBINSON: Thirty minutes or less.

18 THE COURT: I want to try to be sensitive to Mr.  
19 Sarratt's schedule. I know he's here on a week off, so I'll  
20 leave it up -- if you want to move into cross-examination,  
21 or if you want to take Mr. Sarratt out of order.

22 MR. ROBINSON: I  
23 t's fine with me, if Mr. Sarratt  
24 is taken out of order.

25 THE COURT: Are you okay, Mr. Alexander?

1 go. Thank you.

2 All right, sir, if you'll come back around. I  
3 just remind you that you're still under oath.

4 All right, your witness.

5 EXAMINATION BY MR. ROBINSON:

6 Q. Mr. Willomon, I'm Jim Robinson, I represent the  
7 Gilstrap family in this case. I have in front of me  
8 the Plaintiff's Exhibit Number 1. I see you borrowed  
9 some glasses. Good.

10 A. Uh-huh (indicates affirmative response).

11 Q. So this is a purchase and sales contract; isn't it?

12 A. Far as I know.

13 Q. Well, that's what it says on the top; isn't it? I'm  
14 not trying to trick you --

15 A. Oh, yeah.

16 Q. -- Mr. Willomon. But isn't that --

17 A. Well, I didn't look up there when you said it.

18 Q. Okay. But at the top, purchase and sales --

19 A. I was trying to read some of it. Yeah, that's what it  
20 says, purchase and sales contract.

21 Q. And below that, it's dated July 8th, 1986; isn't it?

22 A. Yes, sir.

23 Q. Below that, it's between you and your wife and Addie  
24 Gilstrap?

25 A. Yes, sir.

1 Q. In the middle section, Mr. Willomon, there's a section  
2 about how the money is going to be paid, seller to be  
3 paid. Do you see that?

4 A. I see it now.

5 Q. Okay. But that says, the seller was to be paid within  
6 60 days, or upon receipt of the survey. Isn't that  
7 what that says?

8 A. Yes, sir.

9 Q. And then, it goes on to say, and the balance of the  
10 purchase price was to be paid in two installments. You  
11 see that?

12 A. Yes, sir.

13 Q. Ten thousand dollars on January 31st of 1987, and the  
14 balance on January 31, 1988?

15 A. Yes, sir.

16 Q. You see -- okay. And did you pay that ten thousand  
17 dollars?

18 A. No, sir, I didn't.

19 Q. Okay. You eventually paid it?

20 A. Yeah, I eventually paid it.

21 Q. Yes, sir. All right, when did you pay that part of it?

22 A. Well, I paid her most of the -- well, I paid her all  
23 the money when it was deeded and everything in 1989.

24 Q. Okay. And the contract before you says there was a ten  
25 thousand dollar payment due in January of 1987.

1 A. Yes, sir.

2 Q. Did you make that payment?

3 A. No, sir.

4 Q. Okay. And the contract says there was a payment due in  
5 January of 1988. Did you make that payment?

6 A. No, sir.

7 Q. Okay. But you paid her when she signed the deed?

8 A. Yeah.

9 Q. Okay.

10 A. When the transaction for the deed.

11 Q. All right. In this contract, Mr. Willomon, there's a  
12 section about the description of the land. You see  
13 that?

14 A. Yes, sir.

15 Q. All right. And that says approximately 15 acres,  
16 doesn't it?

17 A. Yes, sir.

18 Q. And how did it change from 15 acres to 26 acres?

19 A. Well, Tom didn't know how much there was in there.

20 Q. Okay.

21 A. Nobody knew how much. I was only looking for ten  
22 acres. But as the survey went on, I discussed it with  
23 Tom, I told him, I said, well, I'll just take whatever  
24 it surveys out to, because it was in one section of  
25 land.

- 1 Q. Okay. But --
- 2 A. I -- sir?
- 3 Q. Excuse me. It was the same piece of property --
- 4 A. Yeah.
- 5 Q. -- that you were --
- 6 A. Yeah.
- 7 Q. -- you were addressing in this contract?
- 8 A. Yeah.
- 9 Q. And it ended up being 26 acres rather than 15?
- 10 A. Well, he says, there might be 15. See, I understood
- 11 this to be a binder-like thing that I was going to buy
- 12 the property, whatever it was, you know. I told him to
- 13 start with I only wanted ten acres. But he said, well,
- 14 you know -- after that, we talked about it and I said,
- 15 well, I'll just take whatever it surveys out to.
- 16 Q. Yes, sir. And also in this contract, Mr. Willomon,
- 17 there's a section at the bottom here that says remarks.
- 18 You see that?
- 19 A. Yes, sir.
- 20 Q. And then, the last sentence in that section says that
- 21 the sellers grant to purchaser, their heirs and
- 22 assigns, an easement of egress and ingress to the
- 23 county road.
- 24 A. Yes, sir.
- 25 Q. Do you see that?

- 1 A. Uh-huh (indicates affirmative response).
- 2 Q. Okay. That doesn't say exclusive; does it?
- 3 A. No, sir.
- 4 Q. The word exclusive does not appear in this contract in  
5 that section; does it?
- 6 A. Well, when I signed this contract, I didn't even read  
7 it. I mean, that's my fault, but I didn't read it.  
8 Like I said, we got this done so Tom could start on the  
9 road.
- 10 Q. Yes, sir. But --
- 11 A. I mean, it was just a -- I thought it was just a  
12 binder-type thing, you know, that I would take the  
13 property.
- 14 Q. Yes, sir. But this contract in 1986 does not include  
15 the word exclusive in it; does it?
- 16 A. No, sir.
- 17 Q. Did Mr. Sarratt or his office prepare this contract?
- 18 A. That's who I used. If I had this contract done, he  
19 done it.
- 20 Q. All right.
- 21 A. That's who I used.
- 22 Q. Mr. Willomon, I've got the deed here from Addie  
23 Gilstrap to you and your wife.
- 24 A. Yes, sir.
- 25 Q. And that says that the purchase price, the selling

1 price, was 35,505 dollars; doesn't it?

2 A. Yes, sir.

3 Q. And that was for 26.3 acres? Okay?

4 A. Yeah.

5 Q. And we have here the easement agreement between you and  
6 Addie Gilstrap, and on this easement agreement, it says  
7 for valuable consideration, the receipt of which is  
8 hereby acknowledged. You see that?

9 A. Yes, sir.

10 Q. Okay. Did you pay Addie Gilstrap any separate money  
11 for the easement agreement?

12 A. Yeah.

13 MR. ALEXANDER: Your Honor, I'd like to make an  
14 objection as to the issue being raised here on the grounds  
15 that these Defendants do not have standing to raise an issue  
16 of right to consideration, or of mutual estate. They were  
17 not -- they didn't even own the property that adjoined it at  
18 that time. Only Addie Gilstrap could have done so, or her  
19 personal representative, at her demise. So I would impose  
20 an objection. They don't have standing to even litigate  
21 those issues.

22 THE COURT: Can a third party, Mr. Robinson, raise  
23 lack of consideration?

24 MR. ROBINSON: Well, if this easement agreement is  
25 not binding on these Defendants, then we can all go home.

1 But I mean, Mr. Alexander is claiming that it is binding on  
2 us. And that is, you know, one of the defenses.

3 THE COURT: Let me go back to my question, then.

4 MR. ROBINSON: Yes, sir.

5 THE COURT: Can a third party raise a lack of  
6 consideration defense? Mr. Alexander is saying you can't,  
7 so I'm wanting your argument on it.

8 MR. ROBINSON: Say that a successor in title, who  
9 is bound by the document, can -- I haven't done any research  
10 on that point, Your Honor.

11 THE COURT: Wouldn't that open up every transfer  
12 and conveyance to having a cloud on the title, if a  
13 subsequent purchaser could come back later and say, well, 40  
14 years ago there was a lack of consideration?

15 MR. ROBINSON: I understand the point. I think  
16 that becomes important for other causes of action, such as  
17 the reformation and mistake. I mean, if it's --

18 THE COURT: I'm going to -- just to build a full  
19 record, I think you're correct, Mr. Alexander. But I'm  
20 going to allow Mr. Robinson some additional leeway going  
21 into this issue. But I do think that lack of consideration  
22 cannot be raised by a third party.

23 MR. ALEXANDER: Yes, sir. And also, the same  
24 objection to that the contract should be reformed, that  
25 there was -- they raised the issue of a mistake as well.



1 And I believe the same objection applies to that as well.

2 And I would make that objection as well.

3 THE COURT: Let's see, as we get into it.

4 MR. ROBINSON: Thank you, sir.

5 EXAMINATION RESUMED BY MR. ROBINSON:

6 Q. Mr. Willomon, did you pay Addie Gilstrap any additional  
7 money above and beyond the 35,505 dollars for the  
8 easement agreement?

9 A. No, that -- I understood it to be a package.

10 Q. Yes, sir.

11 A. As my understanding with Tom.

12 Q. Mr. Willomon, this is the Defendant's Exhibit Number 4,  
13 which is a plat or a survey of your property.

14 A. Yes, sir.

15 Q. Do you recognize that?

16 A. Yes, sir.

17 Q. All right. In this area, there is a statement that  
18 says 20-foot easement along existing old farm road --

19 A. Yes, sir.

20 Q. -- to Old Dacusville Road, and that's shown with a  
21 dotted line, isn't it?

22 A. Yes, sir.

23 Q. And that does say existing.

24 A. Exactly.

25 Q. And that would mean that that road existed before the

1 surveyor made that survey.

2 A. Yes, sir.

3 Q. Okay. And then it refers to an old farm road as well;  
4 doesn't it?

5 A. Yes, sir.

6 Q. And "old" means it was there a long time; doesn't it?

7 A. Yeah. It was there a long time. All that was farm  
8 land at one time. And it was, the road was there. May  
9 I say something?

10 THE COURT: If it's in response to one of his  
11 questions, yes, sir.

12 WITNESS CONTINUES:

13 A. Well, that road -- I probably said it awhile ago, but I  
14 mean, that -- Tom told me I could have a road anywhere  
15 I wanted it. And I said, that suits me fine, if you  
16 want to redo this road. I had no problem with him  
17 redoing that road. He didn't, either, at that time.

18 Q. Mr. Willomon, I have Defendant's Exhibit Number 8,  
19 which is a plat or a survey for Thomas Gilstrap, Jr.

20 A. Yes, sir.

21 Q. And that shows property located on Old Dacusville Road;  
22 doesn't it?

23 A. Yes, sir.

24 Q. It's dated 1989; isn't it?

25 A. Yes, sir.

1 Q. Okay. And it shows a 20-foot dirt road?

2 A. Yes, sir.

3 Q. Okay. So in 1989, according to the surveyor, this is  
4 still a dirt road.

5 A. It's always been a dirt road. Still is.

6 Q. All right.

7 A. It didn't have any gravel on it when I bought it. It  
8 was dirt, but it has gravel on it now.

9 Q. Mr. Willomon, this is Defendant's Exhibit Number 9.  
10 It's a plat for Thomas and Reba Gilstrap.

11 A. Yes, sir.

12 Q. And the date is on the second page of it. That says  
13 1994; doesn't it?

14 A. Yes, sir.

15 Q. And it shows 20-foot dirt road; doesn't it?

16 A. What angle am I looking at here?

17 Q. Here is Old Dacusville here (indicating).

18 A. Oh, between the road and -- yeah. I see what you mean  
19 there, yeah.

20 Q. But that shows here, 20-foot dirt road; doesn't it?

21 A. Yeah.

22 Q. Okay. And then, in a different section of the same  
23 plat, again, it says 20-foot dirt road?

24 A. Yes.

25 Q. So in 1994, the surveyor was of the opinion that this

1 was still a dirt road.

2 A. It still is a dirt road. The only difference, it's got  
3 gravel.

4 Q. Well, the surveyor didn't say it was a gravel road.

5 A. I mean, it's always a dirt road unless it's paved.

6 Q. Mr. Willomon, you testified earlier that members of the  
7 Gilstrap family have used Mustang Drive?

8 A. Yes, sir.

9 Q. And they've used it in a manner that caused problems  
10 for you. I think that was your word, or Mr.  
11 Alexander's words, that they used the road; didn't  
12 they?

13 A. Yes, sir.

14 Q. And their use of the road caused problems for you?  
15 Didn't it?

16 A. Yes, sir.

17 Q. Okay.

18 MR. ROBINSON: That's all the questions I have,  
19 Your Honor.

20 THE COURT: Any other questions?

21 MR. ALEXANDER: Briefly, Judge.

22 EXAMINATION BY MR. ALEXANDER:

23 Q. I'm probably going over old ground, but I'm just -- one  
24 or two questions. You were shown surveys in 1989 and  
25 1994 that showed a dirt road. You built the road in

1           what year?

2     A.    After '86.

3     Q.    '86. So if a survey was done after '86, it should show  
4           the dirt road that you, in fact, built?

5     A.    I --

6     Q.    Is that correct?

7     A.    Yes, sir.

8     Q.    All right.

9           MR. ALEXANDER: And that's all I have, Judge.

10          THE COURT: Thank you, sir. You can step down.

11          MR. ALEXANDER: I'll call Elizabeth Willomon. Her  
12   testimony is going to be very brief.

13          THE COURT: All right.

14          MR. ALEXANDER: Ms. Willomon.

15          THE WITNESS: I have a sore foot.

16          MR. ALEXANDER: That's all right. Take your time.

17          THE COURT: Mr. Alexander, will you pull the Bible  
18   around?

19          All right, will you place your left hand on the Bible  
20   and raise your right hand, please, ma'am?

21                   \*\*\*\*\*       \*\*\*\*\*       \*\*\*\*\*       \*\*\*\*\*

22          Elizabeth Willomon, being duly sworn to tell the truth,  
23   the whole truth, and nothing but the truth of his own  
24   knowledge concerning the matter herein, testified as  
25   follows:

1 MR. ALEXANDER: Oh, yes, sir. That's fine.

2 THE COURT: Sir, if you'll step down just a few  
3 minutes.

4 MR. ROBINSON: And Your Honor, if Mr. Willomon's  
5 going to need some reading glasses for his cross-  
6 examination. I don't know if his wife has any or anything,  
7 but we're going to need to look at some of these documents.

8 THE COURT: All right. I don't know what I can do  
9 about it, but...

10 Mr. Willomon: I probably can use my wife's.

11 MR. ROBINSON: I've got a pair in the car.

12 MR. ALEXANDER: Just come on down, Mr. Willomon.  
13 We'll call James Sarratt.

14 THE COURT: If you'll place your left hand on the  
15 Bible and raise your right hand for me, please, sir.

16 \*\*\*\*\*

17 James Sarratt, being duly sworn to tell the truth, the  
18 whole truth, and nothing but the truth of his own knowledge  
19 concerning the matter herein, testified as follows:

20 \*\*\*\*\*

21 EXAMINATION BY MR. ALEXANDER:

22 Q. State your name, sir.

23 A. Jim Sarratt.

24 Q. What is your occupation?

25 A. I'm a lawyer.

1 Q. And in 1986, in 1989, were you licensed to practice law  
2 in the state of South Carolina?

3 A. I was.

4 Q. In fact, you'd been licensed for -- before that; is  
5 that correct?

6 A. That's correct.

7 Q. Were you actively practicing law during those years?

8 A. I was.

9 Q. All right. Did you have an occasion to do some real  
10 estate work that involved Homer Willomon, Jr. and Addie  
11 Gilstrap?

12 A. I did.

13 Q. All right. And do you have your file with you?

14 A. I do.

15 Q. All right. In fact, you provided to both myself and  
16 Mr. Robinson with a copy of that file; is that correct?

17 A. I did.

18 Q. All right. Let's look at a couple documents that come  
19 out of your file. One is Plaintiff's 1, which is a  
20 purchase and sales contract. Did you prepare that?

21 A. I don't remember whether I prepared it or not.

22 Q. Was it in your file?

23 A. It was.

24 Q. Okay. Do you have any personal recollection of this  
25 transaction?

- 1 A. I don't.
- 2 Q. Okay. Did you do real estate work during those years?
- 3 A. I did.
- 4 Q. All right. You don't know if you prepared this  
5 document or not. Do you know if it was signed in your  
6 office or not?
- 7 A. It must have been, because my name appears as a  
8 witness.
- 9 Q. Okay. You signed as a witness.
- 10 A. Right.
- 11 Q. All right. Do you remember if both Mr. Willomon and  
12 Ms. Gilstrap were in your office at the same time?
- 13 A. I don't know whether they were there at the same time.
- 14 Q. Now, after this contract, did you prepare any other  
15 documents for -- let me back up and ask -- who was your  
16 client at that point?
- 17 A. Jr. Willomon and his wife.
- 18 Q. Okay. After the 1986 contract, did you prepare other  
19 documents, a deed and a easement agreement?
- 20 A. I did.
- 21 Q. All right. Let me show you Plaintiff's Number 5 and  
22 ask if you prepared that document.
- 23 A. To the best of my recollection, I did prepare that.
- 24 Q. And there's a copy of it in your file.
- 25 A. Yes.



1 Q. And the best of your recollection, are you the one that  
2 sent it for recording?

3 A. Yes.

4 Q. Let me show you the second page of Plaintiff's Exhibit  
5 Number 10, and ask you if you recognize that document.

6 A. By second page, you mean this one (indicating)?

7 Q. The deed, yes, sir.

8 A. I recognize my signature on the document, and the  
9 signature of my secretary.

10 Q. All right. So did your office prepare that document?

11 A. I suspect I did, as best I can recollect.

12 Q. Is it in your file?

13 A. It is.

14 Q. And you witnessed it; your secretary witnessed it.

15 A. Right.

16 Q. And do you know if you are the one that sent it for  
17 recording?

18 A. There's a letter of transmittal in my file, so yes.

19 Q. All right. Now, as far as signing documents, Exhibit  
20 Number 5 has language in it that says, assigns the  
21 exclusive right to use the road constructed.

22 A. Yes.

23 Q. All right. Where would you have -- in typical -- now,  
24 I understand you don't have any personal recollection.  
25 Do you have any notes, or can you give us what your

1 standard practice is of what -- of where you get  
2 information to prepare such a document?

3 A. Oh, gosh. Where would I get information?

4 Q. That it was to be an exclusive easement. Do you  
5 recall?

6 A. I don't recall. But the contract calls for an  
7 easement, but beyond that, I don't recall where that  
8 language particularly came from, other than out of my  
9 head.

10 Q. When you would have people sign documents, as far as  
11 your standard practice, would you tell them what the  
12 document was?

13 A. Yes.

14 Q. Would you allow them to read the document?

15 A. Sure.

16 Q. Would you read it for them?

17 A. Only if asked. I wouldn't -- it's not my common  
18 practice to read it. I let them read it.

19 Q. Would you tell them what was in it?

20 A. Yes. I mean, if they asked me questions, I would  
21 answer them.

22 Q. Okay. All right. And that is, the easement,  
23 Plaintiff's Number 5 was a document that was signed by  
24 Ms. Gilstrap in your office?

25 A. According to the signature, that's her signature. Yes.

1 Q. All right, is it your signature on that document?

2 A. Yes.

3 Q. As a witness?

4 A. Yes.

5 Q. And the notary, was that your secretary as well?

6 A. And still is.

7 Q. Still is, okay. All right. Do your notes reflect any  
8 indication that the easement granted was not to be an  
9 exclusive easement?

10 A. I don't think that there is anything, evidence in the  
11 easement agreement in the file other than the easement  
12 agreement itself. There's not much in the file. Like  
13 I say, I've given you and Mr. Robinson copies of it.

14 Q. All right. So would you agree that there's nothing in  
15 the file that says that it was not to be an exclusive  
16 easement?

17 A. No. Unless I've overlooked something. But no.

18 Q. Okay. Were you paid for your work?

19 A. Yes.

20 Q. As far as you know, was the consideration paid pursuant  
21 to the contract?

22 A. Yes.

23 Q. Thank you, Mr. Sarratt.

24 THE COURT: Your witness.

25 EXAMINATION BY MR. ROBINSON:

- 1 Q. Mr. Sarratt, we have here Plaintiff's Exhibit Number 1,  
2 which is the purchase and sales contract --
- 3 A. Yeah.
- 4 Q. -- between the grantor and the grantee.
- 5 A. Yes.
- 6 Q. And that's your signature --
- 7 A. Yes.
- 8 Q. -- on the second page as a witness?
- 9 A. Yes.
- 10 Q. Dated July 1986; isn't it?
- 11 A. July 8th, 1986.
- 12 Q. And towards the bottom of the page, you have a  
13 description of the land?
- 14 A. Yes.
- 15 Q. You see that?
- 16 A. I do.
- 17 Q. And it says, approximately 15 acres in Pickens County?
- 18 A. It does.
- 19 Q. Doesn't it?
- 20 A. It does.
- 21 Q. And the actual deed from Addie Gilstrap to the  
22 willomons is for 26 acres; isn't it?
- 23 A. Yes.
- 24 Q. Okay. Do you know how or why the property conveyed  
25 changed from 15 acres to 26 acres?

- 1 A. I don't. I think there was a survey involved.
- 2 Q. That would be your guess as to why, but do you know for  
3 certain?
- 4 A. No, I don't know for certain.
- 5 Q. All right. And this same purchase and sales contract,  
6 Mr. Sarratt, and the paragraph labeled remarks, the  
7 second sentence, it says that the sellers to grant to  
8 the purchasers, their heirs and assigns, an easement of  
9 egress and ingress to the county road. You see that?
- 10 A. I do.
- 11 Q. And does the word "exclusive" appear in that sentence?
- 12 A. It doesn't.
- 13 Q. Okay. But you are aware that the easement agreement  
14 does contain the word "exclusive" in it?
- 15 A. It does.
- 16 Q. Okay. Do you know how or why the easement agreement  
17 used the word "exclusive" when the original contract  
18 did not?
- 19 A. I don't.
- 20 Q. You don't remember?
- 21 A. I don't remember.
- 22 Q. Okay. There's a substantial difference between the  
23 two, isn't there?
- 24 A. Legally, there is, yes.
- 25 Q. And do you know why a grantor would convey an exclusive

1        easement, meaning that the grantor couldn't even set  
2        foot on the property? why would a grantor convey an  
3        exclusive easement rather than fee simple title?

4        A.    I don't -- I wouldn't know.

5        Q.    And I don't need to belabor the obvious with the  
6        attorneys in the room, but there is a tremendous  
7        difference between the two.

8        A.    There's a difference, certainly.

9        Q.    Yes, sir. And if the grantor did, in fact, intend to  
10       convey the exclusive right to use the property,  
11       wouldn't it make more sense for the grantor to convey  
12       fee simple?

13       A.    I don't know whether it makes more sense to do that or  
14       not. It's another way to do it.

15       Q.    Yes, sir. With an easement, would the grantor continue  
16       to pay property taxes on the property?

17       A.    I suspect that would be up to the parties to negotiate  
18       that.

19       Q.    But if the grantor did not convey title, then most of  
20       the time, the grantor would continue to pay taxes on  
21       it.

22       A.    I think so, unless the county auditor --

23       Q.    Right.

24       A.    -- makes a change in that. Right.

25       Q.    But if the grantor conveyed fee simple, then the

1 grantor would not, should not pay taxes on property  
2 that was conveyed to someone else.

3 A. I think that's normal, correct, yes.

4 Q. All right. And I don't know if you have these  
5 documents and these exhibits, but we have a package of  
6 exhibits from the Defendant. And in this package of  
7 Defendant's exhibits, Mr. Sarratt, we have what appear  
8 to be title notes.

9 A. Yes.

10 Q. And that came from your file; didn't it?

11 A. Yes.

12 Q. And there's a handwritten notation on the top of this  
13 title note; isn't there?

14 A. You're referring to plat of willomon --

15 Q. Yes, sir.

16 A. -- showing a 20-foot easement --

17 Q. Yes.

18 A. -- to road? Yes. Okay.

19 Q. So, but that is what that says, plat of willomon shows  
20 20-foot easement to road.

21 A. Yes.

22 Q. But that would be your title notes?

23 A. Well, I mean, it would be the title notes of Beth  
24 Posey --

25 Q. Okay.

- 1 A. -- done for me and in my file, yes.
- 2 Q. Okay. You conducted the closing --
- 3 A. I did.
- 4 Q. -- between the parties; didn't you?
- 5 A. At least my records reflect that, yes.
- 6 Q. I have Defendant's Exhibit Number 6B on here.
- 7 A. Right.
- 8 Q. That is a closing statement; isn't it?
- 9 A. It is.
- 10 Q. And that says it's the seller's statement?
- 11 A. Yes.
- 12 Q. Okay. It shows the sales price is 35,500 dollars;
- 13 doesn't it?
- 14 A. 35,505.
- 15 Q. Yes, sir. And that is the same consideration that is
- 16 recited on the deed?
- 17 A. That's right.
- 18 Q. Isn't it?
- 19 A. Yes.
- 20 Q. Okay. And does the closing statement indicate that
- 21 there was any separate consideration paid by the
- 22 purchaser to the seller for this easement agreement?
- 23 A. There is nothing that's designated as a part of that
- 24 money being assessed for the easement, no.
- 25 Q. Yes, sir.



1 A. No.

2 Q. And does that show that any of the purchase price was  
3 paid for an exclusive easement?

4 A. It doesn't.

5 Q. And Mr. Sarratt, we have a separate closing statement  
6 for the purchaser, which is 6E, Defendant's 6E.

7 A. Uh-huh (indicates affirmative response).

8 Q. And that is, except for the closing costs, that shows  
9 the same information as the seller's closing statement;  
10 doesn't it?

11 A. It does.

12 Q. And again, does the purchaser's closing statement show  
13 that there was any separate consideration paid for the  
14 easement agreement?

15 A. Nothing is designated as that.

16 Q. And does the purchaser's closing statement show that  
17 there was any additional or separate consideration paid  
18 to get an exclusive easement?

19 A. No.

20 Q. Mr. Sarratt, this is Defendant's Exhibit Number 4,  
21 which is, I'm sure, the same as one of the Plaintiff's.  
22 But that is a plat of Willomon's property; isn't it?  
23 Or that is an excerpt?

24 A. Right. That is not in my file. There's a reference of  
25 me transmitting a plat for recording. And so I don't

1       recollect that this is the same thing that was sent for  
2       recording. But there certainly was a plat involved.

3   Q.   All right. But that plat before you has got Mr. and  
4       Mrs. Willomon's name on it?

5   A.   Right.

6   Q.   And your deed refers to plat for Willomon, dated August  
7       8th, 1986?

8   A.   It does. And this is dated that date. Right.

9   Q.   And your deed refers to plat book 37, page 143, that --

10   A.   Which is what's on there, so it appears to be the same.

11   Q.   Yes, sir. But that was not in your file?

12   A.   It wasn't.

13   Q.   But you, obviously, referred to that plat when you  
14       prepared the deed?

15   A.   That must have been the plat that I transmitted that  
16       has a transmittal letter referencing a plat.

17   Q.   Yes, sir.

18   A.   Right.

19   Q.   And this plat for Mr. and Mrs. Willomon has a dotted  
20       line drawn there?

21   A.   Right.

22   Q.   And above that, it says, 20-foot easement along  
23       existing old farm road to Old Dacusville Road?

24   A.   It does.

25   Q.   Doesn't it?

1 A. It does.

2 Q. And without belaboring the obvious, it says, existing;  
3 doesn't it?

4 A. It says existing.

5 Q. And it says, old farm road; doesn't it?

6 A. It does.

7 Q. Based on your title search, Mr. Sarratt, did Addie  
8 Gilstrap own all of this property before Willomon  
9 bought from her?

10 A. I'd have to look. I don't have an independent  
11 recollection of that, but I hope so.

12 Q. All right, I understand, if you don't remember.

13 A. I don't remember. I'm sure the title notes say that,  
14 but I haven't reviewed it. I can.

15 THE COURT: Can we stipulate that, Mr. Alexander?

16 MR. ALEXANDER: We can so stipulate, Judge.

17 THE COURT: All right, thank you. Let's move on.

18 EXAMINATION RESUMED BY MR. ROBINSON:

19 Q. So Addie Gilstrap owned all of this property?

20 A. Yes.

21 Q. Okay. She conveyed part of this property to Mr.  
22 Willomon.

23 A. Per the plat.

24 Q. Yes, sir.

25 A. Yes.

1 Q. So with Addie Gilstrap, there would be what we call  
2 unity of title?

3 A. Yes.

4 Q. With conveyance to Willomon, we would have what we call  
5 severance of title?

6 A. Yes.

7 Q. That's all the questions I have for Mr. Sarratt.

8 THE COURT: Any other Questions?

9 MR. ALEXANDER: Yes, sir.

10 EXAMINATION BY MR. ALEXANDER:

11 Q. Mr. Sarratt, look at Plaintiff's Number 1, which is the  
12 purchase and sales contract. Was the purchase price to  
13 be calculated on a per acre basis?

14 A. Yes.

15 Q. So if this says approximately 15, and it wound up being  
16 over 20, they still paid that amount per acre.

17 A. That's what the contract calls for, yes.

18 Q. So she got money based on the 20 acres, or however  
19 many, based on that per-acre price.

20 A. I haven't -- I haven't done the calculation of the  
21 purchase price, but I would hope that that's what it  
22 is.

23 Q. Yeah, just multiply it by --

24 A. The number of acres.

25 Q. -- 13 --

1 A. 13.50.

2 Q. -- 13.50, however many acres.

3 A. Right.

4 Q. Was the easement part of the overall transaction?

5 A. Yes.

6 Q. Just one deed?

7 A. Right.

8 Q. Land and easement, and I'm giving you so much per acre.

9 A. I mean, that's what the -- that's the way I interpret  
10 the contract, yes.

11 Q. Okay. Thank you, Mr. Sarratt. That's all I have.

12 THE COURT: Mr. Robinson?

13 MR. ROBINSON: Yes, sir?

14 THE COURT: Any other questions?

15 MR. ROBINSON: No, sir.

16 THE COURT: All right. May Mr. Sarratt be  
17 excused?

18 MR. ALEXANDER: I think he ought to stay, Judge.  
19 We don't want him to go back on vacation while we're  
20 working.

21 THE WITNESS: I delayed my vacation, so I am  
22 available if I need to be.

23 MR. ALEXANDER: No, I -- we would ask that he be  
24 excused, Judge.

25 THE COURT: You're very gracious. You're free to

1           what year?

2   A.    After '86.

3   Q.    '86.  So if a survey was done after '86, it should show  
4           the dirt road that you, in fact, built?

5   A.    I --

6   Q.    Is that correct?

7   A.    Yes, sir.

8   Q.    All right.

9           MR. ALEXANDER:  And that's all I have, Judge.

10          THE COURT:  Thank you, sir.  You can step down.

11          MR. ALEXANDER:  I'll call Elizabeth Willomon.  Her  
12   testimony is going to be very brief.

13          THE COURT:  All right.

14          MR. ALEXANDER:  Ms. Willomon.

15          THE WITNESS:  I have a sore foot.

16          MR. ALEXANDER:  That's all right.  Take your time.

17          THE COURT:  Mr. Alexander, will you pull the Bible  
18   around?

19          All right, will you place your left hand on the Bible  
20   and raise your right hand, please, ma'am?

21                       \*\*\*\*\*           \*\*\*\*\*           \*\*\*\*\*           \*\*\*\*\*

22          Elizabeth Willomon, being duly sworn to tell the truth,  
23   the whole truth, and nothing but the truth of his own  
24   knowledge concerning the matter herein, testified as  
25   follows:

\*\*\*\*\*

1

2

EXAMINATION BY MR. ALEXANDER:

3

Q. Ms. Willomon, I'm not going to ask you things that your husband has already testified to, but I just want to ask you about, did you have an incident on this road with some of the grandchildren that concerns you?

4

5

6

7

A. Yes.

8

Q. Would you tell -- just tell us what happened.

9

10

11

A. Well, I was coming out of the driveway, and Andrew come along beside of me. And he started cussing me and calling me a bitch.

12

13

Q. Don't tell me what he said. What kind of vehicle was he on?

14

A. He was on a -- kind of a motorbike, like.

15

16

17

Q. Okay. Came up beside you, had an altercation, said some things you didn't appreciate. Did that bother you?

18

A. Yes.

19

20

Q. Did it affect the way you used that driveway after that happened?

21

A. Yes.

22

Q. How did it affect it?

23

24

A. Well, I was afraid to use it because of him doing it. He followed me all the way out in the road.

25

Q. Dacusville --

1 A. Uh-huh (indicates affirmative response).

2 Q. -- Old Dacusville Road?

3 A. Yes.

4 Q. All right. Okay, thank you, Ms. Willomon.

5 MR. ALEXANDER: That's all the questions I have  
6 with her.

7 THE COURT: Your witness.

8 MR. ROBINSON: Thank you.

9 EXAMINATION BY MR. ROBINSON:

10 Q. How do you get to your home, Mrs. Willomon? If you  
11 don't use Mustang Drive, how do you get there?

12 A. We had to -- I had to get Marti Owens to let me use her  
13 driveway at the back, and we had to make another -- we  
14 had to make a place to come into our property because  
15 of it.

16 Q. Okay. And does that other driveway have a name?

17 A. It's Sha Drive.

18 Mr. Willomon: No. I'm sorry.

19 WITNESS CONTINUES:

20 A. I think. What is the name of that road?

21 THE COURT: You can't ask anybody any questions.

22 THE WITNESS: Oh.

23 THE COURT: Okay?

24 WITNESS CONTINUES:

25 A. I'm not sure of the name of the -- it's Sula Drive.



1 Q. All right. That's what the tax map says.

2 A. Sula Drive.

3 Q. S-u-l-a?

4 A. Uh-huh (indicates affirmative response).

5 Q. Drive? And this is Mr. Alexander's copy of the tax  
6 map.

7 A. Uh-huh (indicates affirmative response).

8 Q. And this is your property. That would be Sula Drive  
9 coming in down here at the bottom; wouldn't it?

10 A. I assume. I really don't know.

11 Q. All right. I've got another copy of the tax map that  
12 is Defendant's Exhibit Number 1. And it's the same  
13 thing, but it shows that, the Sula Drive; doesn't it?

14 A. Uh-huh (indicates affirmative response).

15 THE COURT: Ms. Willomon, if you could answer yes  
16 or no. It's real hard on the tape if it's a uh-huh or a  
17 huh-uh. They sound very similar. So is that the road  
18 you're talking about?

19 THE WITNESS: Yes.

20 THE COURT: All right, thank you.

21 EXAMINATION RESUMED BY MR. ROBINSON:

22 Q. So, do you use Sula Drive on a daily basis?

23 A. Yes.

24 Q. Do you use Mustang Drive on a daily basis?

25 A. No. I use it sometimes. We use it together.

1 Q. All right.

2 A. I go down it when I'm with him.

3 Q. All right, thank you. That's all the questions I have.

4 THE COURT: Anything else?

5 MR. ALEXANDER: That's all.

6 THE COURT: All right, thank you. And you can  
7 step down.

8 MR. ALEXANDER: Judge, I had one more exhibit. It  
9 was just for demonstrative purposes. I'd just ask you to  
10 mark, not as evidence, but just as an aid to the court.

11 MR. ROBINSON: No objection to that last exhibit.

12 THE COURT: And that's basically a chain of title?

13 MR. ALEXANDER: Yes, sir, just a summary of some  
14 of the exhibits, just for the Court's -- whatever  
15 consideration you'd give it. Not as evidence, but just to  
16 help you out.

17 THE COURT: All right.

18 MR. ALEXANDER: That is our case, Judge.

19 THE COURT: All right. Mr. Robinson, how many  
20 witnesses do you anticipate?

21 MR. ROBINSON: One. Perhaps two, but really --  
22 mostly one.

23 THE COURT: And how long do you anticipate that  
24 one?

25 MR. ROBINSON: Thirty, 45 minutes.

1 THE COURT: Okay, let's take a ten-minute break.  
2 And we'll start back at about 11:15.

3 MR. ROBINSON: Yes, sir.

4 THE COURT: Thank you.

5 (OFF THE RECORD)

6 THE COURT: We're ready to start back. You can  
7 call your witness.

8 MR. ROBINSON: We call Jacob Gilstrap to the  
9 witness stand.

10 THE COURT: Sir, if you'll place your left hand on the  
11 Bible and raise your right hand.

12 \*\*\*\*\*

13 Jacob Gilstrap, being duly sworn to tell the truth, the  
14 whole truth, and nothing but the truth of his own knowledge  
15 concerning the matter herein, testified as follows:

16 \*\*\*\*\*

17 EXAMINATION BY MR. ROBINSON:

18 Q. Your name is Jacob Gilstrap; isn't it?

19 A. It is.

20 Q. And you go by Jake?

21 A. I do.

22 Q. Okay. And you are one of the Defendants in this case;  
23 aren't you, Jake?

24 A. I am.

25 Q. There was reference made earlier to Thomas Gilstrap,

- 1           Sr. Is that your father?
- 2    A. It is my father.
- 3    Q. And any reference to Reba Gilstrap, is that your
- 4           mother?
- 5    A. That is my mother.
- 6    Q. Okay. The other Defendants, Jake, how are you related
- 7           to Thomas Gilstrap -- excuse me, John Gilstrap?
- 8    A. He's my brother.
- 9    Q. Is he living?
- 10   A. He is.
- 11   Q. Okay. Yvonne Smith.
- 12   A. My niece.
- 13   Q. And does John Gilstrap live on Mustang Drive, or in
- 14           this area?
- 15   A. Yes, sir.
- 16   Q. And Yvonne Smith, does she live there?
- 17   A. Yes, sir.
- 18   Q. Jason Smith?
- 19   A. Yes, sir.
- 20   Q. How is Jason related?
- 21   A. He is my niece's husband.
- 22   Q. Does he live on the property?
- 23   A. He does.
- 24   Q. Patricia Gilstrap, how is she related?
- 25   A. She is my sister-in-law.

1 Q. Okay. And does she live on the property?

2 A. She does.

3 Q. Okay. Is she married to or widowed from family?

4 A. She is a widow of my oldest brother, Thomas Gilstrap,  
5 Jr.

6 Q. Jake, have you seen this exhibit, or something like it,  
7 which is the county tax map?

8 A. I recognize it, yes, sir.

9 Q. And that is labeled with some pieces of property being  
10 owned by Gilstrap; isn't it?

11 A. It is.

12 Q. And it's also labeled as showing a piece of property  
13 owned by Mr. and Mrs. Willomon?

14 A. It does.

15 Q. And does that accurately reflect the general layout of  
16 the property and how one property is -- lies or is  
17 related to the other?

18 A. This is a correct showing, yes.

19 Q. Okay. And does the tax map show a public road on  
20 there, Jake?

21 A. It does.

22 Q. What is that public road?

23 A. Old Dacusville Road.

24 Q. And does that map also show Mustang Drive?

25 A. It does include Mustang Drive.

- 1 Q. Okay. And about how long, in length, is Mustang Drive  
2 from Old Dacusville Road to the willomon property?
- 3 A. Eight, 900 yards.
- 4 Q. Okay.
- 5 A. Roughly.
- 6 Q. And how would you describe Mustang Drive today; Jake?
- 7 A. Do you mean condition-wise, or --
- 8 Q. Yes, sir. Is it paved with asphalt?
- 9 A. No, it's a dirt road.
- 10 Q. Does it have gravel on it?
- 11 A. In spots, at best.
- 12 Q. Okay. well, would you be more specific when you say  
13 there are spots of gravel? Is there --
- 14 A. There is erosion in the middle of the road where rain  
15 has took control of the road. When it rains, the water  
16 washes down the middle of the road, and erosion, as we  
17 all know, has its effects on dirt.
- 18 Q. Are there a lot of areas that have gravel on them?
- 19 A. No.
- 20 Q. well, would there be more dirt, or more gravel?
- 21 A. There is much more dirt than gravel.
- 22 Q. Could you estimate how much of Mustang Drive is  
23 actually covered with gravel?
- 24 A. Maybe 30 percent.
- 25 Q. And is that located in any particular area?

- 1 A. It is located nearer to the Old Dacusville.
- 2 Q. Okay. All right. And any other description of Mustang  
3 Drive? Is there other drainage ditches on it, or --
- 4 A. No.
- 5 Q. -- any other improvements?
- 6 A. The road is lower than any ditches that are there.
- 7 Q. Okay.
- 8 A. Therefore, the road is the ditch.
- 9 Q. And --
- 10 A. There's piles of spoilage of dirt mixed with some small  
11 pea gravel that has been hauled in by Mr. Willomon and  
12 never done anything with that is on our property. It's  
13 very rough, unkept. The sides of the road are un-  
14 bushhogged. There's briars hanging out across it. You  
15 could hardly drive a vehicle through it without it  
16 getting scratched in its present condition.
- 17 Q. Did you take photographs of Mustang Drive, Jake?
- 18 A. I did, Jim.
- 19 Q. Okay. And are these those photographs?
- 20 A. These are.
- 21 Q. And that is labeled on the back of the last photograph  
22 as Defendant's Exhibit Number 11? I believe on the  
23 very back?
- 24 A. Yes, it is.
- 25 Q. All right. So do those photographs represent

1 accurately the condition of Mustang Drive today?

2 A. It's in worse shape now than when these pictures were  
3 taken.

4 Q. When were those pictures taken, Jake?

5 A. Before we were in court last time. Approximately a  
6 year and three months ago.

7 Q. And how old are you, Jake?

8 A. I am 41 years old.

9 Q. Have you lived on the Gilstrap family property all of  
10 your life?

11 A. I have.

12 Q. Okay. And has Mustang Drive been, in some form or  
13 fashion, been in existence?

14 A. Yes, sir.

15 Q. And do you -- has it been in existence as long as you  
16 can remember?

17 A. It has been in existence as long as I can remember.

18 Q. What did your family call Mustang Drive?

19 A. The garden road.

20 Q. The what?

21 A. The garden road.

22 Q. The garden road. And where was the garden?

23 A. The land that Mr. Willomon purchased was called the far  
24 field. That's because it was furthest away from the  
25 house. Ed Gilstrap way, that branches off, is part of



1 the garden. we had some land cleared and let it grow  
2 up and cleared again that was part of that property.  
3 And currently still have agriculture there. We no  
4 longer have cows, but anticipate getting them again  
5 real soon.

6 Q. All right. And has Mustang Drive been in existence for  
7 the last ten years?

8 A. When --

9 Q. Not necessarily called Mustang, but has that road been  
10 in existence for the last ten years?

11 A. Yes.

12 Q. Has it been in existence for the last 20 years?

13 A. Yes.

14 Q. Has it been in existence for the last 30 years?

15 A. Yes, sir.

16 Q. Do you remember past 30 years ago?

17 A. I do remember it 30 years ago.

18 Q. And was it in existence prior to 30 years ago?

19 A. Yes, sir.

20 Q. I mean, can you say how old you were when you -- or can  
21 you say now how old you were when you first had an  
22 actual recollection of Mustang Drive?

23 A. Four.

24 Q. Okay. And did the Gilstrap family use Mustang Drive  
25 over the years?

1 A. Almost daily.

2 Q. Okay, what purpose did the Gilstrap family use Mustang  
3 Drive for, Jake?

4 A. To access the property, maintain it, to insure that it  
5 was kept.

6 Q. All right, what kind of activities were conducted on  
7 the rest of the property?

8 A. Farming. We've always used it, as long as we've had  
9 access, to motorcycle activities, anything like that.  
10 Farm tractors, going to cut wood, whatever we needed to  
11 do on that piece of property, that's what we used it  
12 for.

13 Q. Did you conduct farming activities on your property?

14 A. Absolutely.

15 Q. Did you use Mustang Drive to access property for  
16 farming purposes?

17 A. Yes.

18 Q. Did your family grow timber on the family property?

19 A. Yeah, of course.

20 Q. Did you use Mustang Drive for access to the timber  
21 land?

22 A. Yes.

23 Q. Did you keep cattle or --

24 MR. ALEXANDER: Your Honor, I object. And this is  
25 not a jury, but I object to the leading.

1 THE COURT: Try not to lead.

2 MR. ROBINSON: Yes, sir.

3 EXAMINATION RESUMED BY MR. ROBINSON:

4 Q. What other uses did your family make of the family  
5 property, Jake?

6 A. We had cattle. We have had cattle for many years. We  
7 expanded our property, and we expanded our fences as  
8 well.

9 Q. All right. Did you use Mustang Drive?

10 A. Yes.

11 Q. For access to pastureland?

12 A. Yes, sir. Absolutely. That's how we got to it.  
13 That's how we built the fences. That's how we  
14 maintained the fences. That's how we -- I mean, we own  
15 it. That's -- we used it as we owned it.

16 Q. Yes, sir. Jake, there was a receipt that was  
17 introduced into evidence earlier from Mr. and Mrs.  
18 Willomon, which is Plaintiff's Exhibit Number 2. Have  
19 you seen this receipt before?

20 A. I have seen it, yes.

21 Q. And is there a date on that, Jake?

22 A. There is. There is actually two dates reflected here.  
23 One is 8/14/86 for the amount of 1400 dollars as  
24 partial payment on road work. There is another date,  
25 9/17/86, it says, payment in full.

1 Q. And that, Mr. Willomon said that was done with Tom  
2 Gilstrap, Sr. --

3 A. Yes, sir.

4 Q. -- your father? Do you remember when that work was  
5 done, Jake?

6 A. I sure do.

7 Q. And would you describe the work that was done?

8 A. Dad basically borrowed a motor grader from a friend,  
9 and pretty much cut and flattened the road out.

10 Q. Which road?

11 A. What is referred to as Mustang now.

12 Q. So what did Tom, Sr. do with the motor grader?

13 A. He basically -- he and a gentleman by the name of Roger  
14 McQuarry just in there part-time took some of the humps  
15 out of the road. Because it was a dirt road, just  
16 smoothed it so it didn't make it -- easier for a on-  
17 road vehicle to get off of.

18 Q. So did they scrape it?

19 A. Yeah, they scraped it. That's basically it.

20 Q. Was any gravel put down as part of that work?

21 A. There was a small portion of gravel put down?

22 Q. Where was that?

23 A. Mostly near the creek, which is on a steep incline.

24 Q. One of -- I believe one of the boundaries of Mr.  
25 Willomon's property is a creek?

- 1 A. Just beyond the creek, yes, sir.
- 2 Q. So there was some gravel put there?
- 3 A. Yes, sir.
- 4 Q. Was gravel put along the entire length of --
- 5 A. No.
- 6 Q. -- the entire length of Mustang Drive?
- 7 A. No, sir.
- 8 Q. Okay. Was any asphalt laid during that work?
- 9 A. No, sir.
- 10 Q. Was a new road constructed as part of that work?
- 11 A. No, sir.
- 12 Q. Has any work on Mustang Drive been done by Mr. Willomon
- 13 since that work in 1986?
- 14 A. I've seen him with a small tractor and a scrape blade,
- 15 but nothing that majorly improves the road, no. Just
- 16 scattering dirt to make mud instead of a better
- 17 surface.
- 18 Q. Okay. Jake, is there a means or method other than
- 19 Mustang Drive to get to sections of your family's
- 20 property?
- 21 A. No, sir.
- 22 Q. Okay. Is there any other reasonable way for you to get
- 23 to those other sections?
- 24 A. Not reasonable, no, sir.
- 25 Q. Okay. Any other roadway or driveway or dirt road?

1 A. We do have some road frontage along Old Dacusville that  
2 has existing drives, known as Sha, but other than that,  
3 no.

4 Q. But if you look at your property, say, adjoining Mr.  
5 Willomon's property, is there any reasonable way, other  
6 than Mustang Drive, to get there?

7 A. No, sir, it's pretty much the only way in and out.

8 Q. Jake, were you involved in the negotiations between  
9 Tom, Sr. and Addie and Mr. and Mrs. Willomon when  
10 Willomon was purchasing the property?

11 A. No, sir.

12 Q. Okay. And did you attend or participate in the closing  
13 between Addie Gilstrap and the Willomons?

14 A. No, sir.

15 Q. Okay. When did you learn that the easement agreement  
16 had the word "exclusive" in it?

17 A. When I brought you the paperwork. So that was some 13  
18 months ago, 14 months ago.

19 Q. All right. Well, exactly what do you mean? Who told  
20 you --

21 A. Mr. Alexander had sent a letter out that included our  
22 name. And that's when I was made aware of a document  
23 that said the easement agreement.

24 Q. Had the word "exclusive" in it?

25 A. Yes.

- 1 Q. Who told you that?
- 2 A. Who told me that it had the word "exclusive" in it?
- 3 Q. Yes.
- 4 A. You did, Mr. Robinson.
- 5 Q. And when did that happen?
- 6 A. When -- before we come to court the last time.
- 7 Q. When you got served the papers?
- 8 A. That's exactly right.
- 9 Q. All right. And Mr. Willomon testified earlier about
- 10 what he described as problems between him and your
- 11 family about the use of Mustang Drive. You heard him
- 12 say that?
- 13 A. I did hear that.
- 14 Q. Were there confrontations between your family and Mr.
- 15 and Mrs. Willomon?
- 16 A. I wouldn't call them exactly confrontations. What I
- 17 would say is there was a disagreement in what Mr.
- 18 Willomon may have known, when he referred to an
- 19 altercation earlier was he was blocking in some church
- 20 people from a church function that day, and the church
- 21 people couldn't leave. They were scared to leave
- 22 because of the road being blocked. And yes, there was
- 23 a heated exchange of words.
- 24 Q. Okay. Did you continue to use the road after that?
- 25 A. Absolutely.

1 Q. Okay. Has Mr. Willomon or his lawyer told you that  
2 Willomon claims the right to the exclusive use of  
3 Mustang Drive?

4 A. I have heard that.

5 Q. Did you continue to use Mustang Drive after that?

6 A. Absolutely.

7 Q. Okay. Have other members of Mustang Drive continued to  
8 use Mustang Drive --

9 A. Yes, sir.

10 Q. -- after that?

11 A. They sure have.

12 Q. Okay. Are there other members of your family, Jake,  
13 who live on this property?

14 A. Yes, sir.

15 Q. And do the other members of your family, do they use --  
16 how do they get to their homes?

17 A. They use Mustang Drive. That's the way they get in and  
18 out of their property, and have been.

19 Q. And who would that be on the map here?

20 A. That would be Jason and Yvonne Smith, the Thomas  
21 Gilstrap, Jr. property, and of course, to get to the  
22 property that I and my family own. There is another  
23 doublewide on the property that's not reflected on this  
24 down Ed Gilstrap Way that you use that road in and out  
25 of it.



1 Q. All right. There's another road shown on that map,  
2 Jake, Ed Gilstrap Way?

3 A. Yes, sir.

4 Q. Do you have to cross Mustang Drive to get to Ed  
5 Gilstrap Way?

6 A. Of course, yes.

7 Q. And how far would that be?

8 A. Roughly 40 yards.

9 Q. The other members of your family that you mentioned who  
10 use it, is there any other way for them to get to their  
11 homes?

12 A. Not safely, Jim. Not safely.

13 Q. Is there any other existing road or driveway?

14 A. There is a small existing driveway to get to Tom  
15 Gilstrap, Jr.'s property, but it is not a safe  
16 entrance, Jim, because of the hilltop.

17 Q. All right.

18 A. It is not safe.

19 Q. Some of the property does front on Old Dacusville Road;  
20 doesn't it, Jake?

21 A. It does.

22 Q. Does that property, do those properties access directly  
23 from Old Dacusville?

24 A. Not all of them, no.

25 Q. The ones that don't, what do they use?

- 1 A. Mustang, Ed Gilstrap Way.
- 2 Q. Mr. Willomon testified about blocking the road with his  
3 truck, I believe.
- 4 A. Yes, sir.
- 5 Q. Did you hear that? Did he do that?
- 6 A. He did.
- 7 Q. Did you continue to use Mustang Drive after that?
- 8 A. Absolutely.
- 9 Q. Why did you continue to use Mustang Drive, Jake?
- 10 A. We own it.
- 11 Q. Okay. You've --
- 12 A. We have used it forever, Jim. We have always used that  
13 road. Had no reason to quit using what we own, and pay  
14 tax on.
- 15 Q. At the time that Addie Gilstrap sold or conveyed the 26  
16 acres to Mr. and Mrs. Willomon, was Mustang Drive in  
17 existence at that time?
- 18 A. Yes, sir.
- 19 Q. And is that the existing Old Dacusville Road that is  
20 shown on Willomon's plat?
- 21 A. It is.
- 22 Q. Have you and your family used Mustang Drive continually  
23 since then?
- 24 A. Yes, sir. We've used it all our lives, Jim.
- 25 Q. When Mr. and Mrs. Willomon bought the property, do you

1 believe that your use of the property was known to  
2 them?

3 A. Absolutely.

4 Q. And how --

5 A. How could they not know that we were using it?

6 Q. And how would they know that?

7 A. Well, they saw us. We passed. We used to wave at each  
8 other.

9 Q. After Addie Gilstrap conveyed to Mr. and Mrs. Willomon,  
10 did she ever use Mustang Drive?

11 A. Yes.

12 Q. And for what purpose did Addie use it?

13 A. She would come and visit and walk around, just to see  
14 what was going on on the property, until we were in  
15 charge of maintaining and keeping it going. And she  
16 would access the rest of her property on that road. We  
17 would take walks. We would go around to the apple  
18 orchard. That's the way we accessed it. We would  
19 walk.

20 Q. Thank you, Jake. That's all the questions I have. If  
21 you would any any one from Mr. Alexander, please.

22 A. Yes, sir.

23 EXAMINATION BY MR. ALEXANDER:

24 Q. Mr. Gilstrap, when Mr. Willomon signed his contract in  
25 1986, you would have been about 16 years of age. would

1           that be about accurate?

2       A.    That's close.

3       Q.    And when you say right now -- let's be very precise,  
4           that we own the property over which Mustang Drive runs,  
5           you don't own it; do you? Tom, Sr. and --

6       A.    I am --

7       Q.    -- Reba owns it; correct?

8       A.    I am power of attorney for Thomas and Reba Gilstrap.  
9           And yes, they do own it. And I've been delegated to  
10          represent them through power of attorney. Yes, they  
11          own it.

12      Q.    You do not own it. That's my question.

13      A.    I do not own it, no.

14      Q.    No. All right. And there was a problem with Tom, Sr.  
15          and Reba's grandchildren riding four-wheelers and dirt  
16          bikes on it that Mr. Willomon complained about; wasn't  
17          there?

18      A.    It was unbeknownst to me that he complained. I'm not  
19          sure that he actually complained. He testified earlier  
20          that he complained in 2009. Mr. Gilstrap had a stroke  
21          in March 10th of 2008. And there's no way that Mr.  
22          Gilstrap could have handled the complaint at that time.  
23          He was incapacitated.

24      Q.    Plaintiff's Number 6, a letter of March of 2009. You  
25          received that letter when it was sent to your father;

1 did you not? You saw it?

2 A. No, I did not. This is the one that went unresponsive;  
3 correct? I assume this is the one that went  
4 unresponsive.

5 Q. Now, I want to be very specific. Are you saying --  
6 when is the first time you saw a copy of that letter?

7 A. When it included my name.

8 Q. Did you see a copy of that letter in 2009?

9 A. No.

10 Q. Didn't you tell me at your deposition that you saw a  
11 copy of that letter when it was sent to your daddy, and  
12 you thought it was funny, because it happened right  
13 after Ms. Gilstrap died in 2008? Didn't you  
14 acknowledge at your deposition that you, in fact --

15 A. No.

16 Q. -- did see that letter?

17 A. No, it was the other letter that included my name that  
18 I was referring to.

19 Q. Let me show you page 18 to your deposition. Let's  
20 begin at line two. And I'm going to ask the question.

21 A. Yes, sir.

22 Q. Let me show you a letter that I wrote to  
23 Thomas R. Gilstrap, Sr. in March, March 16th,  
24 2009, and ask you if you can identify, and  
25 ask you if you've

1           ever seen that letter. Please read your  
2           answer beginning on line six.

3           A. Yes, I have seen this letter, and I thought  
4           it was mighty funny. It showed up after the  
5           decease of Addie Gilstrap.

6           Q. Question, when did Ms. Gilstrap pass away?  
7           Read your answer.

8           A. August 16th, 2008.

9           Q. And then I asked, all right, looking at  
10          Exhibit Number 3 -- well, let's look at  
11          Exhibit Number 4. This letter does not  
12          indicate a copy of this easement. And let's  
13          look at Exhibit 3. Is Exhibit Number 3  
14          attached to your deposition entitled Easement  
15          Agreement. Is that what it says, Easement  
16          Agreement.

17          A. It does say that.

18          Q. Okay. And Exhibit 4, is that the letter  
19          dated March 16th, 2009.

20          A. This is the same letter you just showed me  
21          marked Exhibit 4, yes.

22          Q. That's attached to your deposition.

23          A. It is.

24          Q. I'm trying to get the record --

25          A. Yes.

1 Q. -- straight here.

2 A. Yes.

3 Q. All right. So looking at Exhibit 3 -- well,  
4 let's look at Exhibit 4. This letter does  
5 not indicate that a copy of this easement was  
6 sent to you, if I read it -- well, it does,  
7 quote. I have enclosed a copy, end quote.  
8 Okay, back up. So prior to getting this  
9 document from my office, do I hear you  
10 correctly that you have never seen this  
11 before, and we're talking about the easement.  
12 What's your answer?

13 A. You are correct.

14 Q. So you did get a copy of this letter and see it in  
15 2009; didn't you?

16 A. No.

17 Q. Then which letter are you referring to, Mr. Gilstrap?

18 A. I believe this is the letter that you claim went  
19 unresponsive. Okay? I did not ever see a copy of  
20 this. I was referring to the letter that you sent that  
21 had a copy of the easement agreement in it that was  
22 sent out sometime after this.

23 Q. Second paragraph of Exhibit Number 6, second sentence,  
24 does it say, I have enclosed a copy of that document  
25 for your information? Is that what it says? Let me

1 read the whole thing. Mr. and Mrs. Willomon have the  
2 exclusive right to use this driveway pursuant to an  
3 easement agreement from Addie Gilstrap dated March  
4 14th, 1989. I have enclosed a copy of that document  
5 for your information.

6 A. That is addressed to Thomas R. Gilstrap, Sr. It is not  
7 addressed to me.

8 Q. But I asked you at your deposition if you'd seen that,  
9 and you said yes; didn't you?

10 A. I was under the impression that it is the one that had  
11 my name on it.

12 Q. Let's see it. Where's that letter at. Got a copy of  
13 it?

14 A. No, I do not.

15 Q. Now, you do own, along with your immediate family  
16 members, a four-acre tract of real property; do you  
17 not?

18 A. I do.

19 Q. And on Exhibit 20, that's reflected where I have  
20 written in Jacob, et al. Is that the tract that you  
21 own?

22 A. It is.

23 Q. Okay. Is there a cell tower on this tract, this 47.71  
24 acre tract?

25 A. No, sir.



1 Q. Is it on your tract?

2 A. No, sir.

3 Q. Where's the cell tower at?

4 A. It's on a tract across the creek. It is beyond that.

5 Q. This one over here?

6 A. Yes, sir.

7 Q. Okay. All right. How long has Ed Gilstrap Way been  
8 there?

9 A. As long, if not -- as long as old Mustang. They were  
10 both in existence at the same time.

11 Q. How long has it been called Ed Gilstrap Way?

12 A. Since 2010, '11.

13 Q. Your dad did work, you testified, for Mr. Willomon  
14 sometime in 1986. Would you --

15 A. Yes, sir.

16 Q. -- agree with that? All right. Do you agree that Mr.  
17 Willomon moved to this property in about 1994?

18 A. Yes, sir, I would agree with that.

19 Q. Wasn't it after 1994 before the property was fenced for  
20 cows?

21 A. No, sir.

22 Q. You're saying in 1994 there were fences on this  
23 property for cows?

24 A. I'm saying a portion of it, there was.

25 Q. Which portion? Let's --

1 A. The portion --

2 Q. -- look at --

3 A. -- that borders Mustang here (indicating). This  
4 portion.

5 Q. Is your sworn testimony that your father was running  
6 cows on the two pieces of property that border Mustang  
7 Drive that he owns, you're saying he was running cows  
8 on those properties prior to 1996?

9 A. Prior to 1996. Yes.

10 Q. Did he have work to clear out the property that borders  
11 on Mustang Drive at some point in the '90's?

12 A. Yes, we -- we did. We cleaned it up some.

13 Q. And that purpose was to run cows; wasn't it?

14 A. It was. And we constructed a fence on the opposite  
15 side of Mustang from what we already had so it'd be  
16 cross-fenced.

17 Q. And that wasn't until about 1996 or after. Isn't that  
18 true --

19 A. It was --

20 Q. -- Mr. Gilstrap?

21 A. -- around '94.

22 Q. So you think it's '94 now?

23 A. I believe it is.

24 Q. Okay.

25 A. Right when we purchased the property, and that was in

- 1 '94. That's when we started that work.
- 2 Q. Well, let's be precise. When your father purchased the
- 3 property in '94 --
- 4 A. That's --
- 5 Q. -- is that correct?
- 6 A. Yes.
- 7 Q. All right. Is that correct? Your father purchased the
- 8 property?
- 9 A. Yes. My father purchased the property.
- 10 Q. In '94.
- 11 A. Yes, sir.
- 12 Q. And it wasn't until after that that he began running
- 13 cows, after he had it cleared off. Isn't that also
- 14 correct?
- 15 A. On the opposite side of Mustang, that is correct. The
- 16 northern side of Mustang.
- 17 Q. Which side are you referring to?
- 18 A. This (indicating) side.
- 19 Q. 47.71 acre tract.
- 20 A. Yes, sir.
- 21 Q. Okay. All right, on the other side, which would be, I
- 22 think, 13 point some odd acres, whichever it is, you're
- 23 saying he was running cows on that?
- 24 A. Yes, sir.
- 25 Q. Had it fenced?

1 A. Yes, sir.

2 Q. Okay. When did he start running cows on that property?

3 A. Somewhere around -- we've always had cows there. We  
4 got fences that go back. We've had livestock there for  
5 years upon years. There was a brief time when we  
6 didn't have livestock there, and there wasn't a great  
7 deal of them. We did get up to about 40 heads there on  
8 one time. And that was in about '94 when we had the 40  
9 heads. And we needed extra fencing, is why we fenced  
10 in the other side.

11 Q. When did the incident with Mr. Willomon and his truck  
12 and the church occur?

13 A. I think that is somewhere -- I don't know the exact  
14 date. I don't recall the exact date.

15 Q. Well, let's take in terms of, the lawsuit was filed in  
16 2012. How long before the lawsuit was filed did that  
17 incident occur?

18 A. Maybe a year.

19 Q. Didn't Mr. Willomon tell you at that point that he had  
20 an exclusive easement on that property, that's why he  
21 was blocking it off --

22 A. No, sir.

23 Q. -- so that nobody else could use it?

24 A. No, sir.

25 Q. Well, what did he tell you why he was sitting there

1 blocking traffic, then?

2 A. The conversation didn't go that well. He didn't give a  
3 reason why.

4 Q. You say you called this road garden road?

5 A. The garden road, that's correct.

6 Q. Didn't you tell me, didn't you say in an affidavit  
7 submitted to this court that you just called it the  
8 dirt road?

9 A. Garden road, dirt road. We referred to it as the  
10 garden road.

11 Q. Well, you did an -- is this your affidavit, Mr.  
12 Gilstrap?

13 A. It appears to be my affidavit.

14 Q. Did you sign it?

15 A. That is my signature.

16 Q. Notarized by James M. Robinson, your lawyer?

17 A. That's him.

18 Q. All right. Does it say Mustang Drive is a field road  
19 which we simply called --

20 A. The dirt road.

21 Q. -- quotation marks, the dirt road, end quotation marks.

22 A. That's right.

23 Q. Why didn't you say garden road at that point, if that's  
24 what you called it?

25 A. Eh, we used both lingos [sic]. It didn't have a proper

1 name. The dirt road, the garden road.

2 Q. Couple more questions and I'll be through, Mr.  
3 Gilstrap. Looking at Plaintiff's Number 20, tract  
4 here, 47.71 acres. That tract has road frontage; does  
5 it not?

6 A. It does have a small amount.

7 Q. It has road frontage; correct?

8 A. Yes.

9 Q. All right. The other tract on the side of Mustang  
10 Road, it's got -- Tom, Jr.'s property, which is now  
11 owned by his wife and daughter, it's got road frontage.

12 A. It does have road frontage.

13 Q. And it's got a second driveway other than Mustang  
14 Drive; doesn't it?

15 A. It does have a driveway. It is unsafe.

16 Q. The other side of Mustang Drive, it's got extensive  
17 road frontage from which that property can be accessed;  
18 doesn't it?

19 A. I wouldn't consider it extensive by no stretch of  
20 imagine.

21 Q. All right. The other, this piece of property that's  
22 owned, I believe by your mother as custodian for one of  
23 the grandchildren, but other than that, the next piece  
24 of property, it also has road frontage, doesn't it,  
25 that can be accessed --

- 1 A. It does.
- 2 Q. -- from Old Dacusville Road.
- 3 A. Yes.
- 4 Q. In fact, where your father lives, he accesses his  
5 property from Old Dacusville Road; does he not?
- 6 A. Yes, he does.
- 7 Q. There's plenty of road frontage from which all of your  
8 property can be accessed other than Mustang Drive;  
9 don't you agree with that?
- 10 A. No, I don't agree with that.
- 11 Q. Have you ever had to build a bridge on any of your  
12 property to access certain parts of it?
- 13 A. Yes.
- 14 Q. What road did you build a bridge on?
- 15 A. We had to get across a creek, is what we did.
- 16 Q. Ed Gilstrap Way.
- 17 A. Yes.
- 18 Q. You built a bridge, didn't you?
- 19 A. I did.
- 20 Q. To access it.
- 21 A. Had to.
- 22 Q. If you got a ditch, you can build a bridge across it to  
23 access it from these other pieces of property; can't  
24 you?
- 25 A. If you have the money.

1 Q. Yeah. The bottom line is you can get, the Gilstrap  
2 family, Tom, Sr. and his wife can get to all parts of  
3 his property and they wouldn't have to set foot on  
4 Mustang Drive. Isn't that true?

5 A. No.

6 Q. You didn't happen to bring us any pictures of all of  
7 this unsafe property; did you?

8 A. No.

9 Q. Today, so we can see it for ourselves?

10 A. No, sir, I did not bring pictures. You have a  
11 typically -- typographical map, I'd be more than happy  
12 to show it to you, though.

13 Q. Okay.

14 MR. ALEXANDER: Thank you, Your Honor.

15 THE COURT: Any other questions?

16 MR. ROBINSON: Perhaps. Excuse me.

17 EXAMINATION BY MR. ROBINSON:

18 Q. Jake, do --

19 A. Yes, sir.

20 Q. -- Mr. and Mrs. Willomon have utility services to their  
21 home? Do they have water, electricity, and so forth?

22 A. Power and telephone.

23 Q. Okay. And do any of those utility services cross the  
24 Gilstrap property?

25 A. Absolutely.



1 Q. Which utility services cross the Gilstrap property?

2 A. Power.

3 Q. And is that electric?

4 A. Yes, sir.

5 Q. Electricity, is that done with -- how is that  
6 delivered?

7 A. It is delivered by above-ground power poles and wires  
8 and transformers that obstruct our views.

9 Q. All right. And does Mr. and Mrs. Willomon have an  
10 easement from Gilstrap for installing those utilities?

11 A. No. Their utilities are now on our property. They  
12 have no utility easement for it.

13 Q. Okay. And do you object to that?

14 A. Absolutely.

15 Q. Are you asking --

16 MR. ALEXANDER: Your Honor, I object to whether he  
17 objects. He don't own the property. He has no standing to  
18 object to anything. He don't own it. So I object.

19 THE COURT: Is that a relevant issue, removal of  
20 public utilities?

21 MR. ROBINSON: It's in the Defendant's answer and  
22 counter-claim.

23 THE COURT: Is Blue Ridge Electric Co-op a party?

24 MR. ROBINSON: No, sir.

25 THE COURT: Then, can I order them to do anything?

1 MR. ROBINSON: You can order Willomon to do -- to  
2 stop.

3 THE COURT: Go ahead.

4 MR. ROBINSON: That's part of the counter-claim.

5 EXAMINATION RESUMED BY MR. ROBINSON:

6 Q. So do you object to Willomon's installation of  
7 utilities on your property?

8 A. Yes.

9 Q. And are you asking this court to issue --

10 MR. ALEXANDER: Your Honor, I object again on the  
11 grounds --

12 THE COURT: All right, who's --

13 MR. ALEXANDER: -- he don't own it. Tom, Sr. and  
14 Reba owns it.

15 THE COURT: Whose property does it cross over?

16 MR. ALEXANDER: I don't know, Judge. I haven't  
17 seen anything to indicate where it's at.

18 THE WITNESS: I'm power of attorney for Thomas  
19 and Reba.

20 MR. ALEXANDER: And my other objection would be  
21 there's no evidence to show where those lines are, whether  
22 they're on Mustang Drive or 20 feet out. There's no way to  
23 know.

24 EXAMINATION RESUMED BY MR. ROBINSON:

25 Q. Jake, do the --

1 A. You want to see the pictures?

2 Q. -- do the photographs show utility poles?

3 A. They do, clearly.

4 Q. Okay.

5 A. It's Exhibit 11. The pictures clearly show the  
6 telephone poles outside the easement.

7 Q. Okay.

8 MR. ALEXANDER: Your Honor, I object on the  
9 grounds that he has no --

10 THE COURT: I sustain the objection. There's zero  
11 evidence to establish a location of the utility lines on the  
12 property in question. Unless that's tied together, I  
13 sustain the objection.

14 MR. ROBINSON: May I ask him where it is on the  
15 map?

16 THE COURT: Yes, sir, that's what I've been trying  
17 to find out.

18 MR. ROBINSON: Okay.

19 EXAMINATION RESUMED BY MR. ROBINSON:

20 Q. All right, Jake, you have in front of you the tax map?

21 A. I do.

22 Q. Can you describe for us where, on the tax map, the  
23 utility lines would lie?

24 A. It starts out on the south side. It crosses over to  
25 the east side --

1 MR. ALEXANDER: Your Honor, I would object on the  
2 grounds there's been no foundation laid that shows he would  
3 have that knowledge as to where they are in relation to the  
4 easement. If there's been surveyed in any way -- I mean,  
5 it's just a guess, unless he's done some work to establish  
6 that. And I would object.

7 THE COURT: I understand. He has a basis from  
8 physical observations. He's entitled to state that.

9 EXAMINATION RESUMED BY MR. ROBINSON:

10 Q. Jake, do you --

11 A. They're -- they are inside our pasture fences.

12 Q. And where would that be? which parcels would that be  
13 on the map?

14 A. Parcel number that ends in 9039, and parcel that ends  
15 in 3289.

16 Q. Is the utility, the poles, are they located on Mustang  
17 Drive?

18 A. No, sir.

19 Q. All right. Do they cross it at some point?

20 A. Yes.

21 Q. But do they follow Mustang Drive?

22 A. Yes, sir, they do.

23 Q. Is it located on parts that are not on Mustang Drive?

24 A. It is located outside the easement by far.

25 Q. All right. Thank you, that's all the questions I have.

1 THE COURT: All right, Mr. Alexander, any other  
2 questions?

3 EXAMINATION BY MR. ALEXANDER:

4 Q. You haven't done any surveys or showed us any  
5 documentation that show that though -- where Mustang  
6 Drive right-of-way, that 20-foot easement is, and where  
7 those power lines are in relation to that; have you?

8 A. I don't have anything today, no, sir. I have done  
9 some.

10 MR. ALEXANDER: I don't have any other questions,  
11 Judge.

12 THE COURT: All right. Thank you, sir. You can  
13 step down.

14 THE WITNESS: Thank you, Judge.

15 THE COURT: All right, any other witnesses?

16 MR. ROBINSON: That's the Defendant's case, Your  
17 Honor.

18 THE COURT: All right. Mr. Alexander?

19 MR. ALEXANDER: Brief reply, Judge.

20 Mr. Willomon, come around.

21 THE COURT: I just remind you you're still under  
22 oath.

23 THE WITNESS: Yes, sir.

24 EXAMINATION BY MR. ALEXANDER:

25 Q. Mr. Willomon, have you done any surveys or foundation

1 THE COURT: All right, Mr. Alexander, any other  
2 questions?

3 EXAMINATION BY MR. ALEXANDER:

4 Q. You haven't done any surveys or showed us any  
5 documentation that show that though -- where Mustang  
6 Drive right-of-way, that 20-foot easement is, and where  
7 those power lines are in relation to that; have you?

8 A. I don't have anything today, no, sir. I have done  
9 some.

10 MR. ALEXANDER: I don't have any other questions,  
11 Judge.

12 THE COURT: All right. Thank you, sir. You can  
13 step down.

14 THE WITNESS: Thank you, Judge.

15 THE COURT: All right, any other witnesses?

16 MR. ROBINSON: That's the Defendant's case, Your  
17 Honor.

18 THE COURT: All right. Mr. Alexander?

19 MR. ALEXANDER: Brief reply, Judge.

20 Mr. Willomon, come around.

21 THE COURT: I just remind you you're still under  
22 oath.

23 THE WITNESS: Yes, sir.

24 EXAMINATION BY MR. ALEXANDER:

25 Q. Mr. Willomon, have you done any surveys or foundation

1 to know where your power lines are in relation to where  
2 the easement is?

3 A. Tom -- Tom didn't specify.

4 Q. But in general, did you talk to Tom, Sr. about the  
5 power lines, and he give you permission to --

6 A. Yes.

7 MR. ALEXANDER: That's all I have, Judge. Thank  
8 you very much.

9 THE COURT: Any questions?

10 MR. ROBINSON: No, sir.

11 THE COURT: All right. Thank you, sir. You may  
12 step down.

13 Anything else, Mr. Alexander?

14 MR. ALEXANDER: No, sir.

15 THE COURT: All right. Anything else?

16 MR. ROBINSON: No, sir.

17 THE COURT: Okay. All right, gentlemen. I  
18 appreciate, if y'all would go through the exhibits with my  
19 court reporter, just to make sure everything stays in the  
20 file.

21 Let me explain to the parties now what becomes my job  
22 and responsibility, is to take the evidence and testimony  
23 that's been presented here today and apply the law of the  
24 state of South Carolina to it. And then, I hope to have a  
25 written decision issued within 30 to 45 days at the outside.

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
13<sup>th</sup> JUDICIAL CIRCUIT

CASE NO.: 2012-CP-39-144

Matthew H. Willimon, Jr. and Elizabeth Willimon

Plaintiff,

vs.

Jake Gilstrap, Thomas R. Gilstrap, Sr., John  
Gilstrap, Yvonne G. Smith, Jason A. Smith, and  
Patricia Gilstrap

Defendant.

**MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET**

**Plaintiff's Attorney:**

James C. Alexander, Bar No. 317

Address:

P.O. Box 618 Pickens, SC 29671

Phone: (864) 898-3208 Fax (864) 898-3408

E-mail:

jalexander@thealexanderlawfirm.com Other: \_\_\_\_\_

**Defendant's Attorney:**

James M. Robinson, Bar No. \_\_\_\_\_

Address:

P.O. Box 738 Easley, SC 29641

Phone: (864) 859-7501 Fax (864) 859-1129

E-mail: rlfclosing@bellsouth.net 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: Reconsideration

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.

James C. Alexander  
Signature of Attorney for ☒ **Plaintiff** / ☐ **Defendant**

Date submitted \_\_\_\_\_

**SECTION III: Motion Fee**

☒ **PAID - AMOUNT:** \$ \_\_\_\_\_

☐ **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: Bonnie Fox Date Filed: 2012 FEB 26

☐ **MOTION FEE COLLECTED:** \$ \_\_\_\_\_

☐ **CONTESTED - AMOUNT DUE:** \$ \_\_\_\_\_

**MOTION FEE PAID**



SCCA 233 (11/2003)

CLERK OF COURT  
PICKENS COUNTY  
STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS  
COUNTY OF PICKENS Case No.: 2012-CP-39-144

2014 FEB 26 A 10 10  
Matthew H. Willimon, Jr.  
and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A.  
Smith, and Patricia Gilstrap,

Defendants.  
.....

MOTION FOR RECONSIDERATION

AND TO

ALTER AND AMEND JUDGMENT

PLEASE TAKE NOTICE that the plaintiffs will move before this court at a date and place to be set for relief reconsidering and altering and amending the relief granted by order dated February 7, 2014 and filed on February 19, 2014 pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. The filed order was received by the Plaintiffs' attorney on February 20, 2014. The court is asked to reconsider this order and alter and amend the relief granted on the following grounds:

1. The order granted the plaintiffs and the defendants joint use of Mustang Drive as it begins on Old Dacusville Road and runs to Ed Gilstrap Way and granted the plaintiffs exclusive use of Mustang Drive after the intersection of Ed Gilstrap Way and Mustang Drive for the entire distance of Mustang Drive to the real property owned by the Plaintiffs. Plaintiffs believe that the Court should have granted them exclusive use of the entire length of Mustang Drive from Old Dacusville Road to their property line and that this

conclusion is warranted by the evidence presented.

The Court's Final Order finds at various places in part that: (1) The easement agreement signed by Addie Gilstrap granted plaintiffs an easement of ingress of egress over the remaining property that she owned; (2) The easement agreement allowed the Plaintiffs "to construct a twenty (20) foot road from property to be deeded to Matthew H. Willimon, Jr. and Elizabeth Willimon by deed of even date through the property above described to give access to Old Dacusville Road" and granted to them "the exclusive right to use the road constructed by and maintained by" plaintiffs; (3) The terms of the easement agreement signed by Addie Gilstrap to the plaintiffs were clearly stated and were unambiguous and that it was the clear intent of Addie Gilstrap and the plaintiffs that an exclusive easement for plaintiffs was a significant part of the transaction relating to Plaintiffs purchase of the property; (4) The plaintiff's property did not have any frontage on a public road and plaintiffs needed an easement to access their property; (5) Uncontradicted evidence establishes that defendant Thomas Gilstrap, Sr. was very much involved in the negotiations related to the purchase of the property by plaintiffs and the location of the road for the exclusive easement and that he was paid by the Plaintiffs to work on the road; (6) The road did follow an existing dirt trail but this was agreed to by defendant Thomas Gilstrap, Sr. on behalf of Addie Gilstrap; (7) Defendant Thomas Gilstrap, Sr. fenced both sides of Mustang Drive in order to keep his

cattle on his property and off of Mustang Drive, Thomas Gilstrap, Sr. owns most of the remaining property of Addie Gilstrap over which Mustang Drive is located, and his actions are consistent with the plaintiffs position that the easement was exclusive to them since he was keeping his cattle off of Mustang Drive; (8) The easement agreement was drafted by an attorney, was properly executed by both parties and witnesses, and was properly recorded in Register of Deeds Office for Pickens County; (9) Documentary evidence in the form of tax maps and surveys were presented that clearly identify the road known as Mustang Drive and one such tax map is attached to the Final order. One plat was prepared for Defendant Thomas R. Gilstrap, Sr. dated January 29, 1997 and recorded in Plat Book 283 at page 13 on September 18, 1997 and this plat shows this 20 foot easement as granted by the easement agreement document recorded in book 60 at page 71 in favor of the plaintiffs. (10) The clear intention of plaintiffs and Addie Gilstrap was for the Plaintiffs to have the exclusive and peaceful right to use the real property on which their road is constructed and which is now Mustang Drive. (11) It is noted that all of the defendants received their real property after the recording of plaintiffs deed and easement agreement. This recording by plaintiffs places the defendants on notice of the exclusive easement agreement and a title examination would have revealed the existence of that easement agreement. Deeds and easement are valid to subsequent purchasers without notice when they are recorded. S.C.Code Ann. section 30-7-10 (Supp.2005)

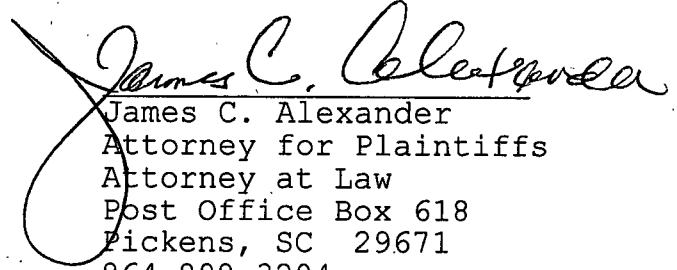
Frierson vs. Watson, 636 S.E.2d 872 (S.C.App. 2006) Since the defendants received their real property after the recording of plaintiffs documents, they take their property subject to the right of the Plaintiffs to have exclusive use of the real property over which Mustang Drive runs. A title examination would have revealed the exclusive easement and the defendants had the option not to purchase the real property. They chose to do so anyway and they take their property subject to plaintiffs exclusive easement.

In spite of these findings, the Court then only grants plaintiffs an exclusive easement beginning at the intersection of Mustang Drive and Ed Gilstrap Way and not from Old Dacusville road which is the nearest public road. Plaintiffs believe that this was in error and not supported by the evidence and not supported by the Court's findings as set forth above. If the intent of plaintiffs and Addie Gilstrap was for plaintiffs to have an exclusive right of way and easement to access the property being purchased from the nearest public road, the exclusive easement should be over what is now Mustang Drive from Old Dacusville road to their property line. The clear exclusivity of mere convenience of the defendants. The defendants have their own access to a public road and can make their own driveway off of Old Dacusville road on their own property.

Plaintiffs request that the Court reconsider the issue and grant to them an exclusive right of way and easement from Old Dacusville road to their property line over Mustang Drive.

Plaintiffs so move.

Respectfully submitted,

A handwritten signature in cursive script, reading "James C. Alexander", is written over a horizontal line. The signature is written in dark ink and is somewhat stylized.

James C. Alexander  
Attorney for Plaintiffs  
Attorney at Law  
Post Office Box 618  
Pickens, SC 29671  
864-898-3204

Pickens, South Carolina  
February 24, 2014

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2012-CP-39-144

Matthew H. Willimon Jr. and Elizabeth  
Willimon

2014 FEB 26 P 3:24

MOTION AND ORDER INFORMATION

Plaintiff,

FORM AND COVERSHEET

vs.

Jake Gilstrap, et al.

Defendant.

Plaintiff's Attorney:

James C. Alexander, Bar No. \_\_\_\_\_

Address:

P.O. Box 618, Pickens, SC 29671

Phone: 864.898.3208 Fax 864.898.3408

E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

Defendant's Attorney:

James M. Robinson, Bar No. 4784

Address:

P.O. Box 738, Easley, SC 29641

Phone: 864.859.7501 Fax 864.859.1129

E-mail: \_\_\_\_\_ 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 to Alter or Amend Judgment

Estimated Time Needed: 15 min

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.

*James M. Robinson*  
Signature of Attorney for ☐ Plaintiff / ☒ Defendant

2-25-14

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: \$ \_\_\_\_\_

MOTION FEE PAID

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Matthew H. Willimon, Jr.  
and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R. Gilstrap Sr.,  
John Gilstrap, Yvonne G. Smith,  
Jason A. Smith, and Patricia Gilstrap,

Defendants.

) 2014 IN THE COURT OF COMMON PLEAS  
) FEB 26 P 3:24

) Case No.: 2012-CP-39-144

)  
)  
)  
)  
) MOTION TO ALTER OR  
) AMEND JUDGMENT  
) SCRPC 59(e)  
)  
)  
)  
)  
)

TO: The Honorable Charles B. Simmons, Jr., Special Referee:

PLEASE TAKE NOTICE THAT Defendants hereby move, pursuant to SCRPC 59(e), to alter or amend the Final Order filed in this case on February 19, 2014, as follows:

1. Reconsideration of the Court's holding that Plaintiffs have the exclusive and sole right to use Mustang Drive immediately after the intersection of Ed Gilstrap Way and Mustang Drive for the entire distance of Mustang Drive to Plaintiff's property.

Defendants own fee simple absolute title to the real upon which Mustang Drive is located. An estate in fee simple absolute means a perfect title. It is the entire and absolute interest and property in the land. No one can have a greater interest. 28 AmJur 2d Estates §9. The term "fee simple" necessarily implies absolute dominion and sovereignty over the land. Ibid §10.

An easement is a right which one person has to use the land of another for a specific purpose and gives no title to the land on which the servitude is imposed. An easement is therefore not an estate in lands in the usual sense. Douglas v. Medical Investors, 182 SE2d 720 (S.C. 1971).



The Court's ruling prohibits Defendants from using Mustang Drive in any manner. It is inconsistent with and repugnant to Defendants' fee simple title to be prohibited from setting foot upon the property.

2. Reconsideration of the findings of fact and conclusion of law that Defendants failed to prove that Defendants are entitled to an easement by prescription over Mustang Drive.

The elements of an easement by prescription are: continued and uninterrupted use of the right for twenty (20) years; the identity of thing enjoyed; and, use which is either adverse or undue a claim of right.

Defendants' testimony and evidence clearly show that Defendants met these requirements. The Order holds that Defendants "failed to present sufficient evidence by a preponderance of the evidence" in a conclusory manner without making specific findings of fact to support this conclusion.

3. Reconsideration of the findings of fact and conclusion of law that Defendants failed to prove that Defendants are entitled to an easement by necessity over Mustang Drive. The elements required to prove an easement by necessity are: unity of title; severance of title; and, necessity.

The Order holds in a conclusory manner that Defendants failed to present evidence that it is necessary to use Mustang Drive to access their property. This finding disregards and contradicts the evidence presented by Defendants at trial.

4. Reconsideration of the findings of fact and conclusion of law that Defendants are not entitled to reformation of the easement agreement.

The Order should address and discuss the fact that the easement agreement inserted a material term ("exclusive") which was not included in the original purchase agreement.

A contract may be reformed on mistake when the mistake is mutual and consists in the insertion of some material element. Commercial Union Assurance Co. v. Castile, 320 SE2d 488 (S.C. App. 1984).

WHEREFORE Defendants pray that this Court reconsider the matters requested above and amend the Final Order filed February 19, 2014, as follows:

1. To hold that Defendants' fee simple title to Mustang Drive includes the right to its use.
2. To hold that Defendants are entitled to an easement by prescription over Mustang Drive.
3. To hold that Defendants are entitled to an easement by necessity over Mustang Drive.
4. To hold that Defendants are entitled to reformation of the easement agreement to delete the word "exclusive" from the agreement.

Respectfully submitted,

Date: February 20, 2014

A handwritten signature in cursive script, reading "James M. Robinson", is written over a horizontal line.

James M. Robinson  
ROBINSON LAW FIRM, P.A.  
P.O. BOX 738  
Easley, SC 29641-0738  
864.859.7501  
Attorney for Defendants

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM PICKENS COUNTY  
Court of Common Pleas

Charles B. Simmons, Jr., Special Referee

Case No. 2012-CP-39-144

Matthew H. Willimon, Jr. And Elizabeth Willimon

. . . . . Appellants,

V.

Jake Gilstrap, Thomas R. Gilstrap, Sr., John Gilstrap, Yvonne  
G. Smith, Jason A. Smith, and Patricia Gilstrap,

. . . . . Respondents.

NOTICE OF APPEAL

Matthew H. Willimon, Jr. And Elizabeth Willimon appeal the Final Order of the Honorable Charles B. Simmons, Jr. dated February 7, 2014 and filed on February 19, 2014 and the Order on Motions to Amend of the Honorable Charles B. Simmons, Jr. dated May 7, 2014 and filed on May 7, 2014. Appellants and Respondents timely filed Motions for Reconsideration as to the February 7, 2014 Final Order. Appellants received written notice of entry of the Order on Motions to Amend on May 8, 2014.

Date: June 6, 2014

  
James C. Alexander  
Post Office Box 618  
Pickens, South Carolina 29671  
864-898-3208  
Attorney for Appellants

Other Counsel of Record:

2014 JUN 11 AM  
CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

Mr. James M. Robinson  
Robinson Law Firm  
Attorney at Law  
P.O. Box 738  
Easley, S.C. 29641  
864 859-7501  
Attorney for Respondents

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM PICKENS COUNTY  
Court of Common Pleas

Charles B. Simmons, Jr., Special Referee

Case No. 2012-CP-39-144

Matthew H. Willimon, Jr. And Elizabeth Willimon

. . . . . Appellants,

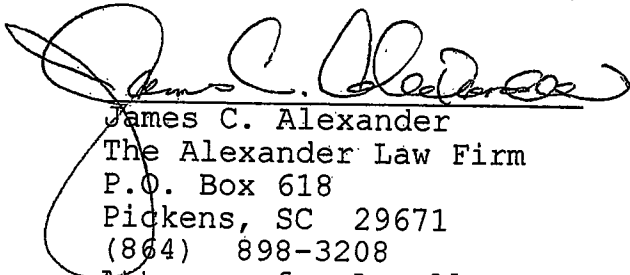
v.

Jake Gilstrap, Thomas R. Gilstrap, Sr., John Gilstrap, Yvonne  
G. Smith, Jason A. Smith, and Patricia Gilstrap,

. . . . . Respondents.

PROOF OF MAILING

I certify that I have served the Notice of Intent to Appeal on the defendants/respondents, Jake Gilstrap, Thomas R. Gilstrap, Sr., John Gilstrap, Yvonne G. Smith, Jason A. Smith, and Patricia Gilstrap, by depositing a copy of it in the United States Mail, postage prepaid, on the 6th day of June, 2014, addressed to their attorney of record, Mr. James M. Robinson, Robinson Law Firm, Attorney at Law, P.O. Box 738, Easley, S.C. 29641.

  
James C. Alexander  
The Alexander Law Firm  
P.O. Box 618  
Pickens, SC 29671  
(864) 898-3208  
Attorney for Appellants

Dated: June 6, 2014

2014 JUN 11 AM 10 13  
CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

35505  
12503

PLAINTIFF'S  
EXHIBIT  
1

PURCHASE AND SALES CONTRACT

Greenville, S.C. July 8, 1986.

This Contract between Matthew H. Willimon, Jr. and Elizabeth Willimon  
hereinafter called the Seller, and Addie T. Gilstrap  
hereinafter called the Purchaser, witnesseth \_\_\_\_\_

That the Seller agrees to sell, and the Purchaser agrees to  
buy the property hereinafter described for the sum of One Thousand  
Three Hundred Fifty and No/100----- (\$ 1,350.00 ) Dollars, per acre to be  
paid as follows: \$ 10,000.00 cash/check herewith to be held  
in escrow as earnest money by Seller to be paid within 60 days or upon receipt  
of the survey  
and the balance of the purchase price to be paid in 2 installments;  
\$10,000.00 on January 31, 1987 and the balance due January 31, 1988.

The Seller agrees to convey the property by good warranty deed,  
free of encumbrances, lien or assessments on payment of the purchase  
price as above provided.

~~Insurance to be prorated or cancelled at option of Purchaser~~  
~~on closing date.~~ Transactions to be closed, taxes, interest and  
rents (if rented) to be prorated on CLOSING, January 31, 1987  
Possession of the premises to be given on closing 19

Time is of the essence of this contract. This Written Contract  
embodies the entire agreement between the parties.

Description of Land: Approximately 15 acres in Pickens County, being a portibn  
of a 142 acre tract shown on Plat dated November, 1915. The exact legal description  
and acreage to be determined by a survey paid for by Purchaser.

Remarks: Seller to grant to Purchaser, their heirs and assigns access to the creek  
which borders the property. Sellers to grant to Purchaser, their heirs and assigns, an  
easement of egress and ingress to the County Road.

~~It is distinctly understood that the Seller does not warrant~~  
169

(see reverse side)

~~and used in accordance with the provisions specified above.~~

The Seller may retain the deposit if Purchaser forfeits under this Contract.

IN THE PRESENCE OF:

Amel Sengul

Adrian T. Gilstrap (LS)

(LS)

*[Handwritten signature]*

Matthew H. Wilkins (LS)

(LS)



8-14-86

Fr. William paid  
\$1400.00 as partial  
payment on road work  
at Dacusville.

Tom Gilling

9-17-86

Fr. William paid  
\$1210.00 as full payment  
on road work at  
Dacusville,

Tom Gilling





## Pickens County Assessor's Office

Account No: R0004773  
Parcel No: 5132-01-16-4313  
Tax Area: 8 Dacusville  
Acres: 26.3  
Deed: 60/70

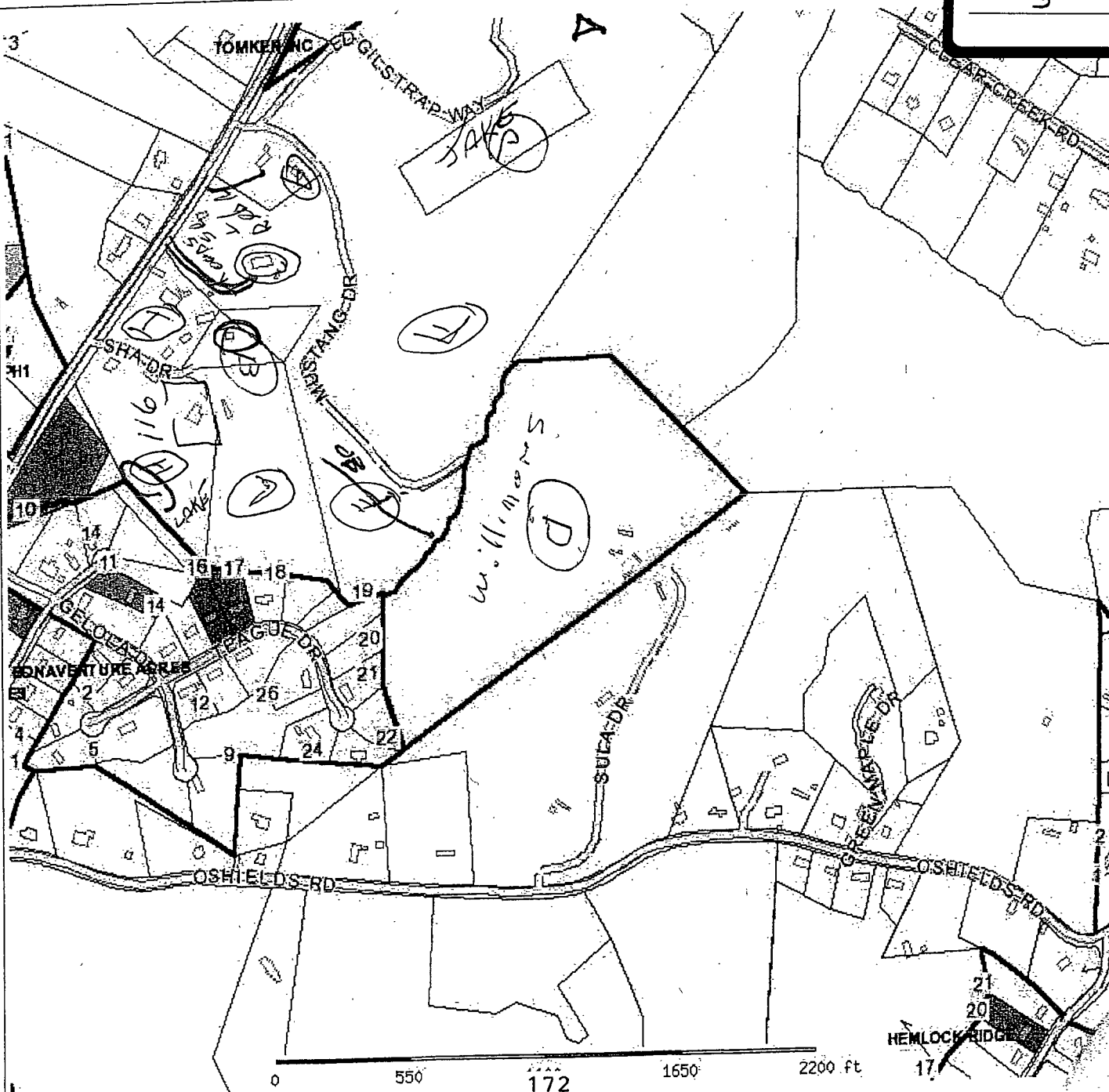
Owner Name: WILLIMON  
MATTHEW H JR  
Mailing Address: 602 CEDAR LANE RD  
GREENVILLE, SC  
296112916

Legal Description: MH AND LOT COMBINED

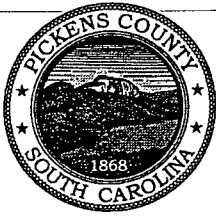
Situs Address: 253 MUSTANG DR

The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.

PLAINTIFF'S  
EXHIBIT  
3



## Pickens County Assessor's Office

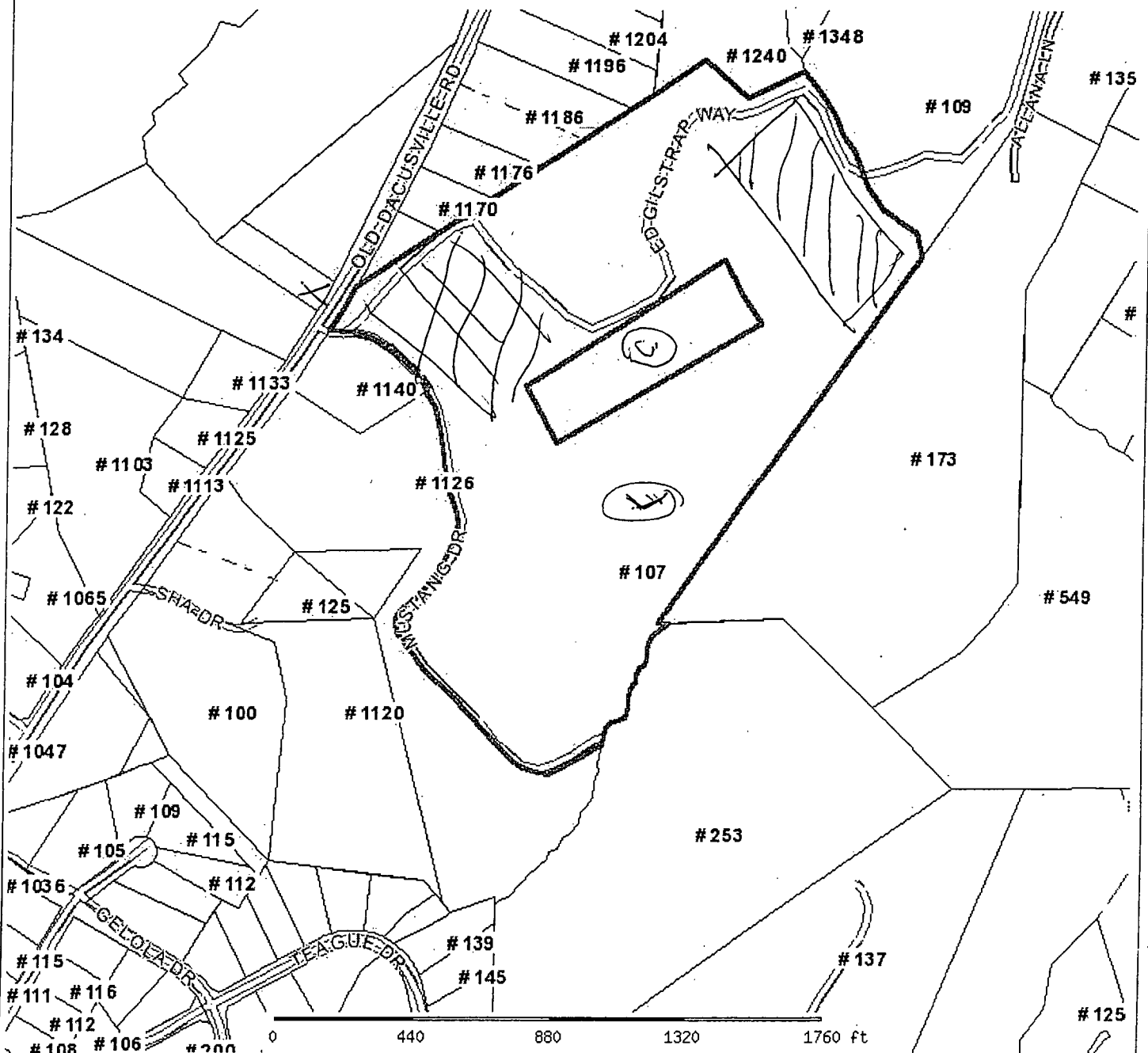


Account No: R0081345  
Parcel No: 5132-01-08-9039  
Tax Area: 8 Dacusville  
Acres: 47.71  
Deed:

Owner Name: GILSTRAP THOMAS R  
Mailing Address: 1126 OLD DACUSVILLE RD EASLEY, SC 29640

The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.

Legal Description: E/SIDE OLD DACUSVILLE HWY PLAT 282/13 S/SIDE RED GATE RD PLAT 373/5 107 MUSTANG DR  
Situs Address: PLAT 595/282



PLAINTIFF'S  
EXHIBIT

5

EXHIBIT

3

GILSTRAP

PENGAD 800-831-6383

60

71

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

EASEMENT AGREEMENT

KNOW all men by these presents, that I, Addie Gilstrap, for valuable consideration, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto Matthew H. Willimon, Jr. and Elizabeth Willimon, their heirs and assigns forever, an easement of ingress of egress across property owned by me as described in a deed recorded on January 18, 1964 in Deed Book 10-L at Page 494, Clerk of Court for Pickens County, South Carolina for the following purposes:

1. To construct a twenty (20) foot road from property to be deeded to Matthew H. Willimon, Jr. and Elizabeth Willimon by deed of even date through the property above described to give access to Old Dacusville Road.

2. For the consideration paid by Grantee to Grantor, Grantor grants to Grantee, their heirs and assigns the exclusive right to use the road constructed by and maintained by Grantees, including the right to fence or place gates on or along the said access road.

To have and hold all and singular the aforementioned easement, unto the Grantee, his heirs and assigns forever. Grantor hereby binds herself, her heirs, successors or administrators and assigns to warn and forever defend all and singular the said premises unto the Grantee above named for the purposes herein set forth.

60

72

IN WITNESS WHEREOF, the Grantor has hereunto set her  
hand and seal this 14th day March, 1989.

James S. S. S.  
Deborah R. Whitener

Addie Gilstrap  
Addie Gilstrap

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

Personally appeared before me the undersigned witness  
and made oath that he saw the within named Addie Gilstrap  
sign, seal and as her act and deed deliver the within written  
Easement Agreement and that he with the other witness  
subscribed above, witnessed the execution thereof.

James S. S. S.

SWORN to before me this  
14 day of March, 1989

Deborah R. Whitener  
Notary Public for South Carolina  
My Commission Expires: 9-11-96

003352  
James S. S. S.  
OLIVER A. NEAL  
FILED  
MAR 17 10 25 AM '89  
CLERK OF COURT  
PICKENS, S.C.

The within document was filed  
or record on the 17<sup>th</sup> day of

March 1989

in book 60 175 71  
Deborah R. Whitener

**ALEXANDER LAW FIRM**

107 E. Main Street  
Post Office Box 618  
Pickens, SC 29671

**PLAINTIFF'S  
EXHIBIT**

6

James C. Alexander  
Steven L. Alexander

(864) 898-3208 T  
(864) 898-3408 F

March 16, 2009

Mr. Thomas R. Gilstrap, Sr.  
1126 Old Dacusville Road  
Easley, SC 29640

RE: Matthew H. Willimon, Jr. and Elizabeth Willimon

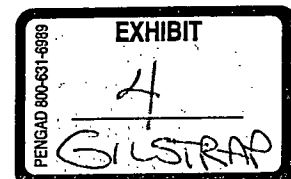
Dear Mr. Gilstrap:

I have been retained to represent Matthew and Elizabeth Willimon regarding a problem they are currently having regarding their driveway. It appears that you own property surrounding the Willimon property and that you and others are using the Willimon's driveway. Apparently damage has been caused to the driveway and you are making no effort to help maintain the driveway.

Mr. and Mrs. Willimon have an exclusive right to use this driveway pursuant to an easement agreement from Addie Gilstrap dated March 14, 1989. I have enclosed a copy of that document for your information. You will note that Mr. and Mrs. Willimon were granted an "exclusive right to use the road constructed by and maintained by Grantees, including the right to fence or place gates on or along the said access road."

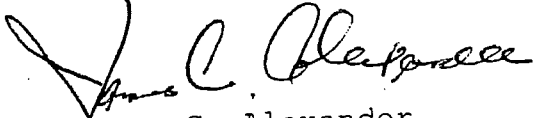
This is to put you on notice that Mr. and Mrs. Willimon consider the use by any other person to be a trespass on their property. You are to cease using that driveway or allowing anyone else on your behalf to use that driveway. If you or anyone else is caught on this driveway after receipt of this letter, that person will be considered to be a trespasser and the Willimons will prosecute that person to the full extent of the law.

If you have any questions regarding this matter you may call me.



Sincerely,

ALEXANDER LAW FIRM

A handwritten signature in dark ink, appearing to read "James C. Alexander", written over the typed name.

James C. Alexander

JCA:ct

cc: Mr. and Mrs. Matthew H. Willimon, Jr.  
253 Mustang Drive  
Easley, SC 29640

8

PLAINTIFF'S  
EXHIBIT  
7





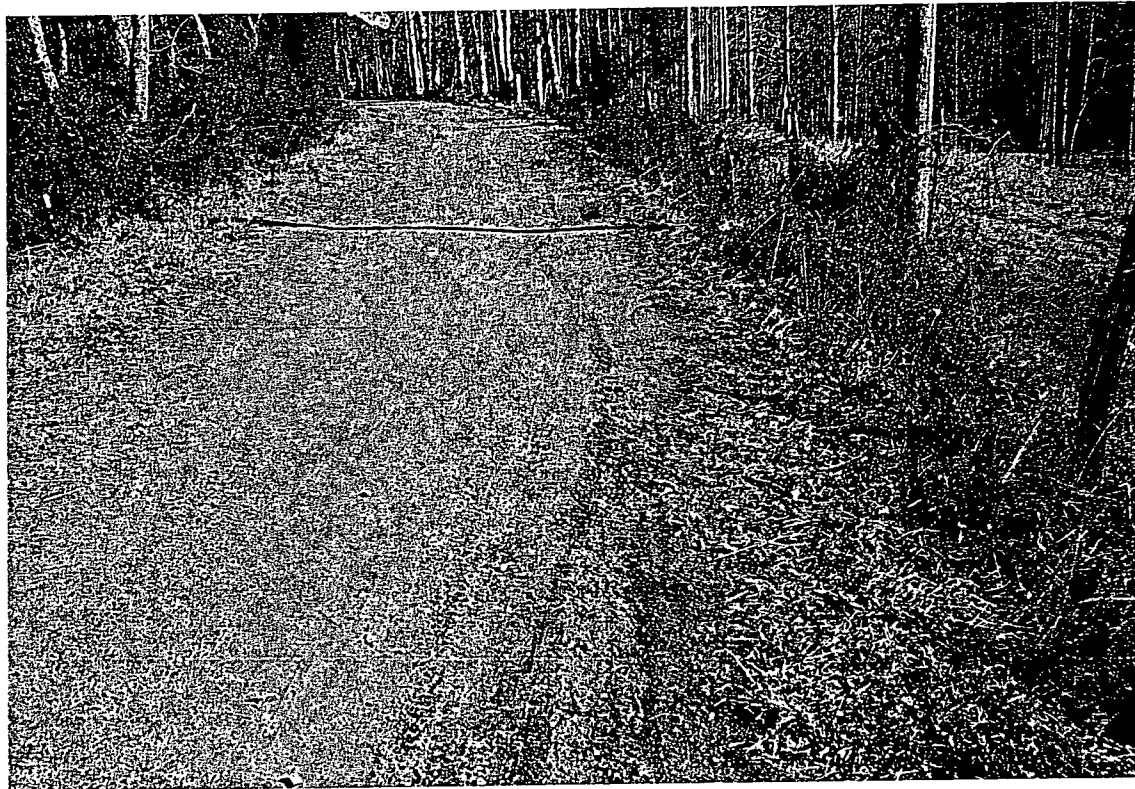














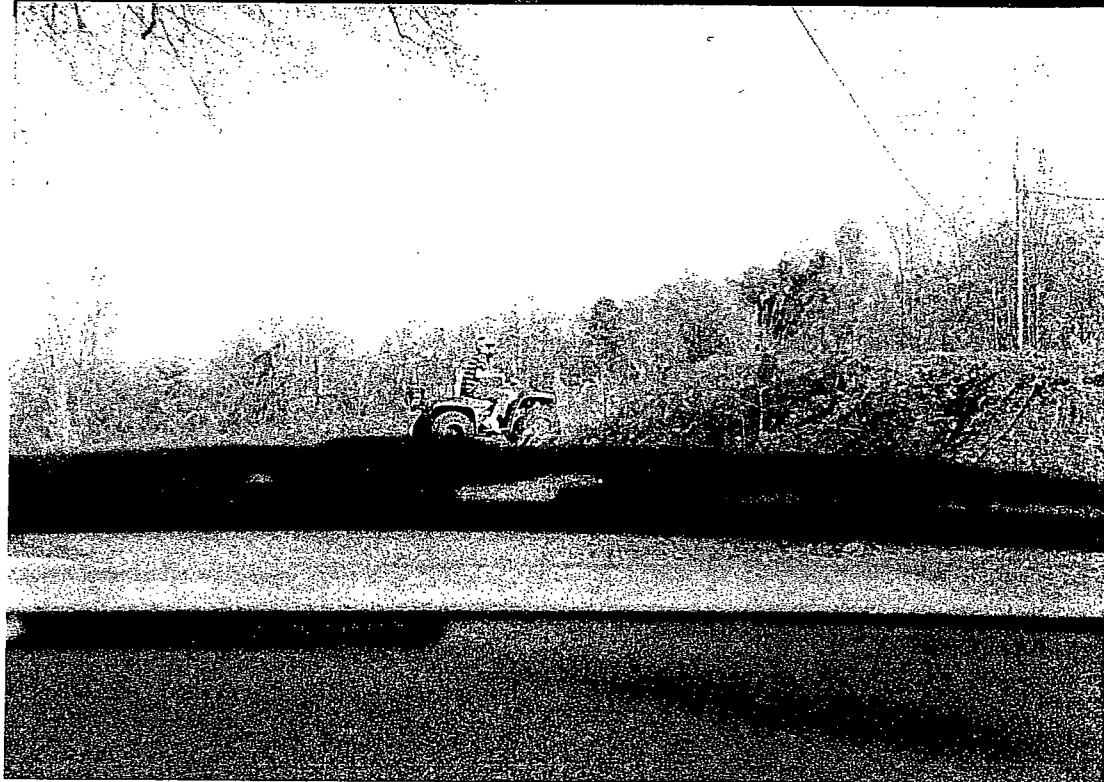




(A)



(B)



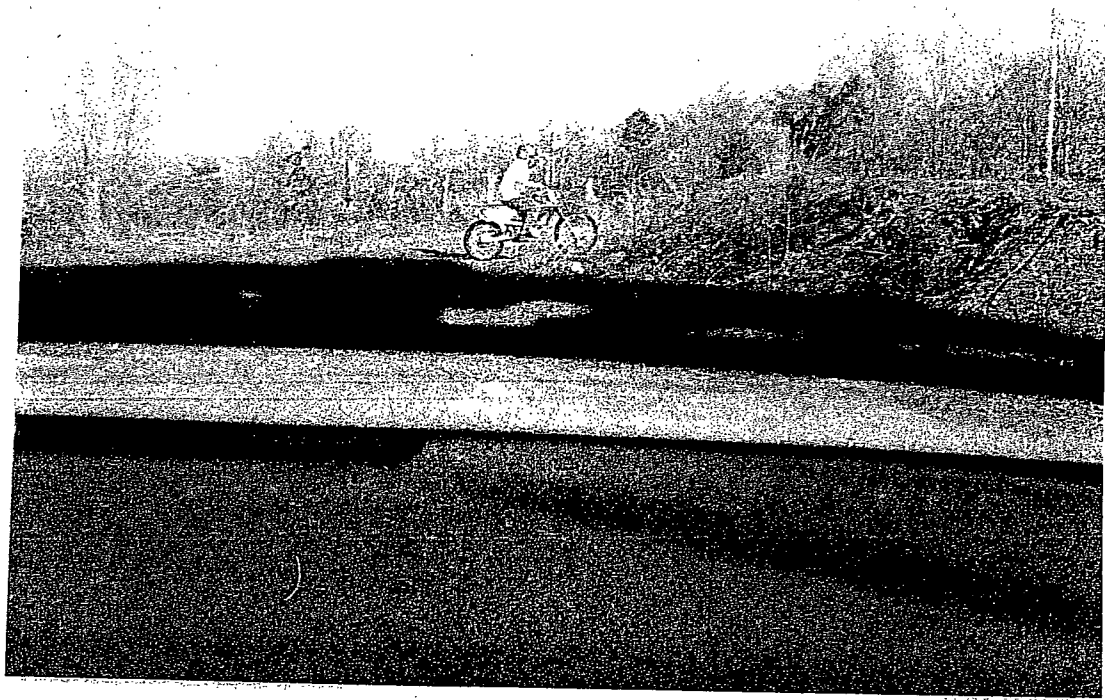
PLAINTIFF'S  
EXHIBIT

8

(1)



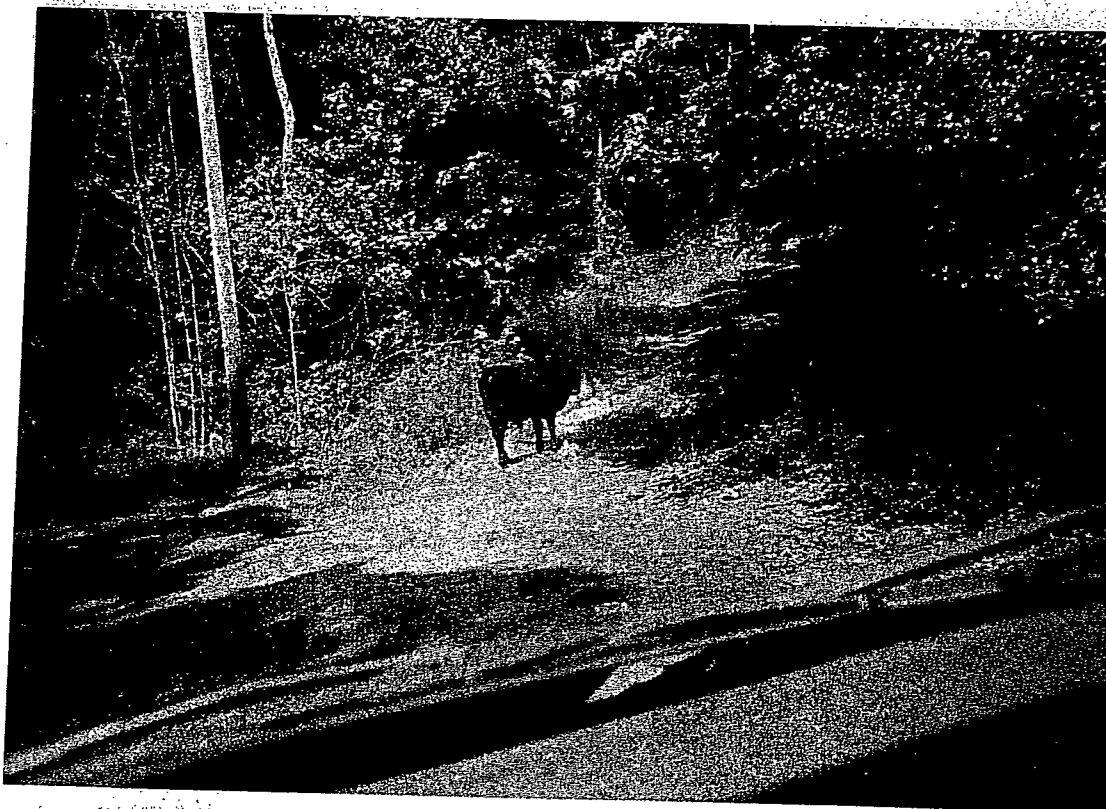
(A)



(B)



(A)



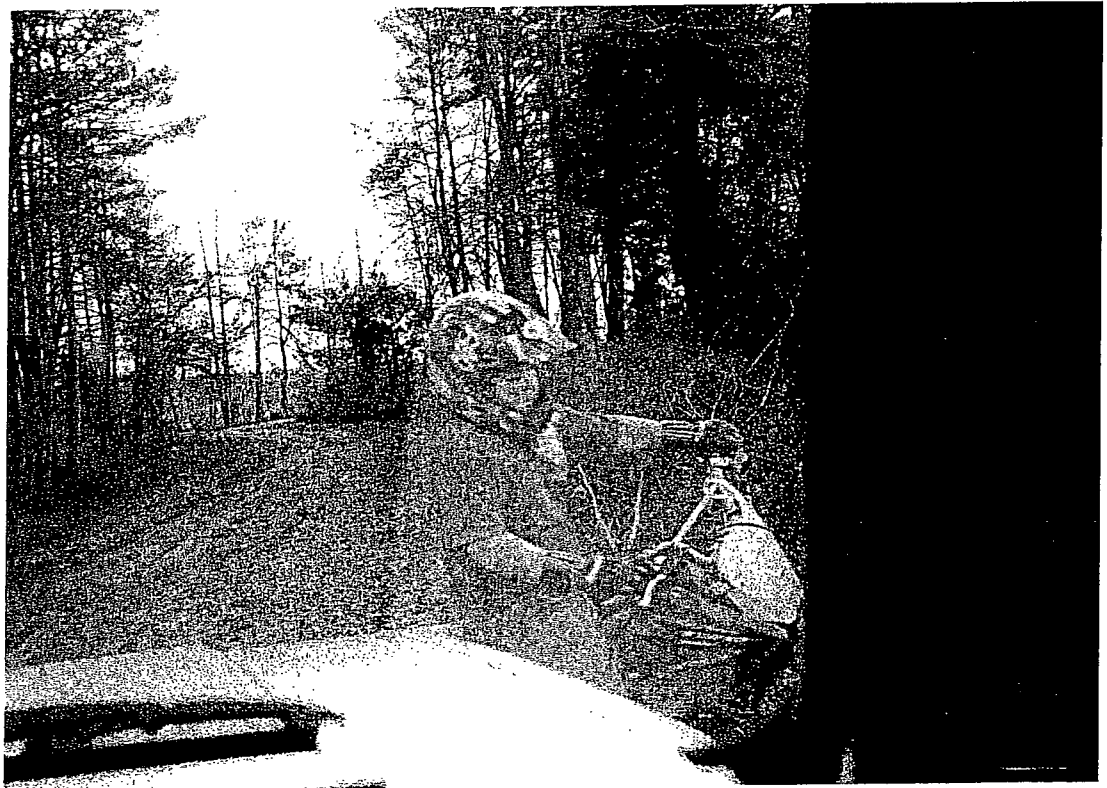
(B)



(A)



(B)



(A)



(B)



JOHN T. GENTRY  
Attorney At Law — Pickens, South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

KNOW ALL MEN BY THESE PRESENTS, that I (We) J. Ed Gilstrap,

In consideration of the sum of One (\$1.00) Dollar and love and affection for my daughter ADDIE GILSTRAP  
to the grantee in hand paid at and before the sealing of these presents by the grantee(s) the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said  
Addie Gilstrap, her heirs and assigns, forever:

"ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, in Dacusville Township, on the south side of Daddies Creek; being bounded by lands of Norman Williams, Isaac O'Shields, and other s, and containing one hundred fourteen and 2/10's (114.2) acres, more or less, according to plat of W. A. Hester, Registered Land Surveyor, dated November 9, 1938, and fully described thereon by courses and distances as follows: BEGINNING at the northeastern corner of the tract at a stone xom south of the road to Lasley, running thence South 55 degrees West 18.50 chains to iron pin; thence North 23 1/2 degrees East 14.30 chains to ash 3x; thence South 49 degrees west 15.50 chains to iron pin North of house; thence North 45 degrees west 5.40 chains to the center of Daddies Creek; thence up the creek South 22 degrees west 2.00 chains; thence up the creek South 45 degrees West 5.30 chains to small maple x30m; thence leaving the creek South 11 degrees East 15.46 chains to red oak now gone (per stone); thence South 27 degrees East 12.50 chains to stone om; thence South 43 degrees East 7.13 chains to poplar; thence South 82 degrees East 7.50 chains to stone on branch; thence down the branch South 41 degrees East 2.25 chains to stake in fork of branch; thence South 61 degrees East 2.30 chains to stake in branch; thence leaving the branch due South 5.90 chains to stone om; thence South 19 degrees East 4.00 chains to iron pin on line of Isaac O'Shields; thence North 54 3/4 degrees East 25.60 chains to pine stump on and stone; thence North 44 1/2 degrees West 12.31 chains to stone om; thence South 87 1/2 degrees West 6.20 chains to dogwood; thence North 43 1/4 degrees West 4.45 chains to stone om; thence North 35 degrees East 12.00 chains to stone om; thence North 17 degrees West 13.90 chains to the BEGINNING corner; being the identical property conveyed to J. Ed Gilstrap by Caldonia Idens by deed dated July 31, 1939, recorded in Book of Deeds 4-0, at page 47 in the office of the Clerk of Court for Pickens County, South Carolina."

together with all and singular the rights, members, hereditaments and appurtenances to and premises belonging or in any way incident or appertaining, to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s) heirs and assigns forever. And the grantor(s) do hereby bind the grantor(s) and the grantor(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor(s) hand and seal this 10th day of January 19 64

SIGNED, sealed and delivered in the presence of

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

PROBATE

Personally appeared the undersigned witness and made oath that s/he saw the within named grantor(s) sign, seal and as the grantor(s) act and deed deliver the within written deed and that s/he, with the other witness, subscribed above witnessed the execution thereof.

SWORN to before me this 10th day of January 19 64

W. A. Hester (SEAL)  
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantor(s) and the grantor(s) heirs or successors, and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

10th day of January 19 64

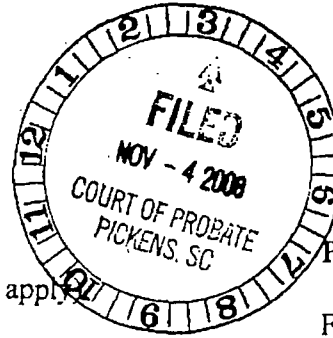
W. A. Hester (SEAL)  
Notary Public for South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

PROBATE COURT

IN THE MATTER OF Addie T. Gilstrap

CASE NUMBER 2008ES3900486



APPLICATION FOR

INFORMAL

☒ PROBATE OF WILL

☒ APPOINTMENT

(check any that apply)

PETITION FOR

FORMAL

☐ TESTACY

☐ APPOINTMENT

Applicant/Petitioner: Thomas Rupert Gilstrap  
Address: 1126 Old Dacusville Road  
Easley, SC 29640  
Telephone: 859.3378

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

Nephew of decedent and named as Personal Representative in Will.

2. Decedent information

Name: Addie Tecora Gilstrap  
Social Security Number: 247-54-3927  
Date of Birth: June 3, 1913  
Date of Death: August 17, 2008  
Age at date of death: 95  
Domicile at date of death: Pickens Co., SC

3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.  
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.  
☐ Decedent has a right to take legal action in this county because:

- 4a. Names and addresses of devisees in the will, including dates of birth of minors. If there are no minors, so state.

| Name             | Date of Birth | Address                                    | Relationship to Decedent |
|------------------|---------------|--------------------------------------------|--------------------------|
| Gerald Gilstrap  |               | 269 Breezedale Road, Easley, SC 29640      | Nephew                   |
| John Gilstrap    |               | 188 Hilltop Road, Easley, SC 29640         | Nephew                   |
| James Gilstrap   |               | 308 Due West Circle, Easley, SC 29640      | Nephew                   |
| Thomas Gilstrap  |               | 1126 Old Dacusville Road, Easley, SC 29640 | Nephew                   |
| Lamar Gilstrap   |               | 1296 Meece Mill Road, Pickens, SC 29671    | Nephew                   |
| Donnie Gilstrap  |               | 218 Crescent Hill Road, Pickens, SC 29671  | Nephew                   |
| David Gilstrap   |               | 132 Triple D Drive, Pickens, SC 29671      | Nephew                   |
| Kenneth Gilstrap |               | 1161 Old Dacusville Road, Easley, SC 29640 | Nephew                   |
| Wayne Gilstrap   |               | 1125 Old Dacusville Road, Easley, SC 29640 | Nephew                   |
| Myra Sims        |               | 175 Miller Road East, Easley, SC 29640     | Niece                    |
| Martha Gilstrap  |               | 175 Miller Road East, Easley, SC 29640     | Niece                    |
| Judy Reynolds    |               | 111 Chub Road, Pickens, SC 29671           | Niece                    |
| Gail Hayes       |               | 181 Misty Lane, Pickens, SC 29671          | Niece                    |
| Stanley Morgan   |               | 281 Amberwood Road, Pickens, SC 29671      | Nephew                   |
| Steven Morgan    |               | 257 Amberwood Road, Pickens, SC 29671      | Nephew                   |
| Susan Morgan     |               | 229 Amberwood Road, Pickens, SC 29671      | Niece                    |

FORM #300 (2/2004) No minors

- 4b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors. If there are no minors, so state. Intestate heirs are the persons who would inherit if the decedent left no will.

| Name          | Date of Birth | Address                                | Relationship to Decedent |
|---------------|---------------|----------------------------------------|--------------------------|
| Ary G. Morgan |               | 229 Amberwood Drive, Pickens, SC 29671 | Sister                   |
| No minors     |               |                                        |                          |

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)

☒ No ☐ Yes If yes, please explain on page 3.

6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?

☒ No ☐ Yes If yes, please explain on page 3.

7. Has a guardian or conservator ever been appointed for this person?

☒ No ☐ Yes If yes, please explain on page 3.

8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?

☒ No ☐ Yes If yes, please state details, including name and address of such Personal Representative, on page 3.

9. Have you received or are you aware of any demands for notice of any prior probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?

☒ No ☐ Yes If yes, please state details, including names and addresses of such Personal Representative, on page 3.

10. Have more than ten years passed since the decedent's death?

☒ No ☐ Yes If yes, please state circumstances authorizing tardy probate on page 3.

11. The decedent died with a personal estate of about the value of UNDETERMINED and real estate of about the value of UNDETERMINED. (A full inventory and appraisal, form #350PC, must be filed within 90 days.) If decedent was a non-resident, please attach South Carolina Tax Commission form ET 101.

12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?

☒ No ☐ Yes If yes, please explain on page 3 and then proceed to Section II.

II. **IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.**

1. Regarding the decedent's will:

- ☐ The original is attached
- ☒ The original is in the Court's possession
- ☐ An authenticated copy of a will probated in another jurisdiction is attached
- ☐ An authenticated copy of a will not probated in another jurisdiction is attached
- ☐ The will is lost, destroyed, or otherwise unavailable; however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed?

☒ Yes ☐ No If no, please explain on page 3.

3. The date of execution of the will was: November 6, 2006  
codicil(s): N/A

4. Are you aware of any instrument or document amending or revoking the will?

☒ No ☐ Yes If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

☒ Yes ☐ No If no, please explain on page 3.

6. Do you believe the will defined in "1" above is the decedent's last will?

☒ Yes ☐ No If no, please explain on page 3.

**COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I AND II HERE.**  
(If more space is required, use additional sheet.)



III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:

Thomas Rupert Gilstrap  
1126 Old Dacusville Road  
Easley, SC 29640

2. Priority for this appointment is:

- ☒ named as Primary Personal Representative in will or nominee of Primary Personal Representative  
☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative  
☐ named as nominee of Primary and/or Alternate Personal Representative  
☐ other devisee of decedent, or nominee (describe): \_\_\_\_\_ or nominee of said devisee  
☐ surviving spouse of decedent, or nominee of said spouse  
☐ other heir of decedent (describe): \_\_\_\_\_  
☐ creditor (Forty-five days after death must have passed) or nominee of creditor  
☐ other (describe): \_\_\_\_\_  
☐ nominee of any of the above

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

None

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information, and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 4<sup>th</sup> day of  
November, 2008.

James M. Robinson  
Notary Public for South Carolina  
My Commission Expires: 9-5-11

Thomas Rupert Gilstrap  
Thomas Rupert Gilstrap  
1126 Old Dacusville Road  
Easley, SC 29640  
859.3378

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be ☒ GRANTED ☐ DENIED informally this 4<sup>th</sup> day of November, 2008.

Kathy P. Zorn  
Kathy P. Zorn, Probate Court Judge

**ORDER FOR HEARING ON FORMAL PETITION**

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE:

TIME:

PLACE:

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

N/A

Kathy P. Zorn, Probate Court Judge

**ORDER OF FORMAL TESTACY**

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ the decedent died intestate. The heirs are:

☐ the decedent died testate. IT IS THEREFORE ORDERED, that the Last Will and Testament of the above-named decedent, dated \_\_\_\_\_, be admitted formally to probate.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

N/A

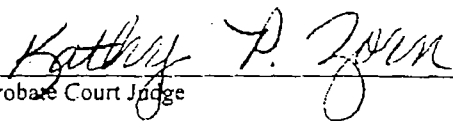
Kathy P. Zorn, Probate Court Judge

SEE ATTACHED ORDER

**ORDER OF APPOINTMENT**

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

Executed this 4th day of November, 2008.

  
Kathy P. Zorn, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.



Thomas Rupert Gilstrap  
1126 Old Dacusville Road  
Easley, SC 29640  
859.3378

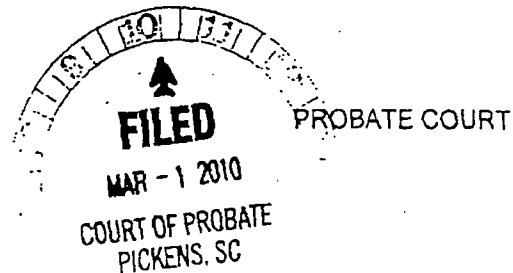
Attorney: James M. Robinson  
P.O. Box 738  
Easley, SC 29641-0738  
864.859.7501

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

IN THE MATTER OF ADDIE T. GILSTRAP, DECEASED

CASE NUMBER 2008ES3900486



TERMINATION OF APPOINTMENT

The appointment of Thomas Rupert Gilstrap Personal Representative for the above estate is hereby terminated for the following reason(s):

X Satisfactory Completion of Assigned Duties

Death

Disability

Voluntary Resignation

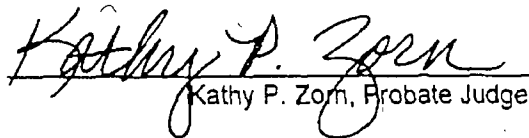
Removal

Change of Testacy Status

Special Administrator

Other (specify):

Executed this 1<sup>st</sup> day of March, 2010.

  
Kathy P. Zorn, Probate Judge

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

IN THE MATTER OF ADDIE T. GILSTRAP, DECEASED

CASE NUMBER 2008ES3900486

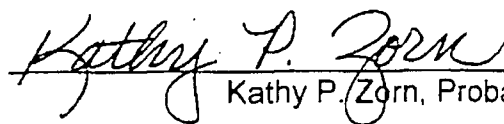
PROBATE COURT

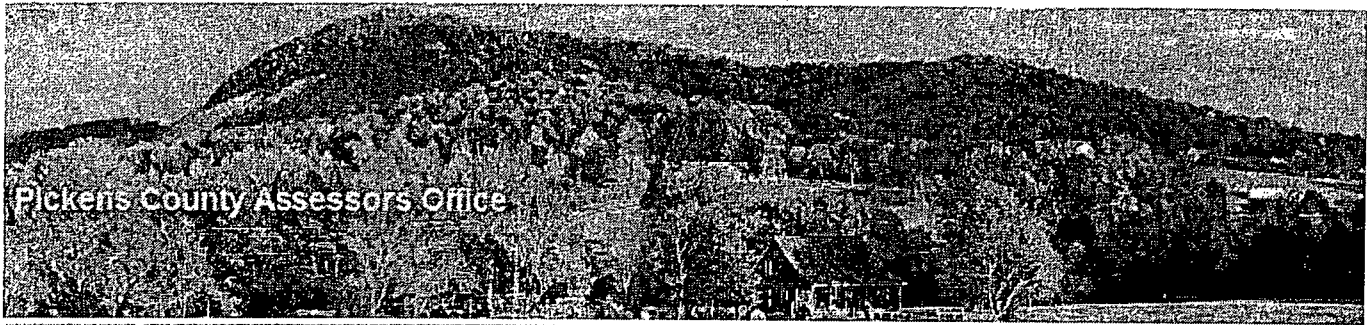
FILED  
MAR - 1 2010  
COURT OF PROBATE  
PICKENS SC

CERTIFICATE OF DISCHARGE

This is to certify  
that the personal representative(s)  
in the above estate  
appear(s) to have completed the administration  
and this Court has closed this estate  
by order dated March 1, 2010.

Executed this 1<sup>st</sup> day of March, 2010.

  
Kathy P. Zorn, Probate Judge



|                                          |                           |                                          |  |                                 |                                 |                               |
|------------------------------------------|---------------------------|------------------------------------------|--|---------------------------------|---------------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a> |                           | <a href="#">Search Sales By Map Grid</a> |  | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a>     | <a href="#">Assessor Home</a> |
| <b>Owner and Parcel Information</b>      |                           |                                          |  |                                 |                                 |                               |
| Owner Name                               | WILLIMON MATTHEW H JR     |                                          |  | Today's Date                    | February 13, 2012               |                               |
| Mailing Address                          | 602 CEDAR LANE RD         |                                          |  | Parcel Number                   | 5132-01-16-4313                 |                               |
|                                          | GREENVILLE, SC 29611-2916 |                                          |  | Account Number                  | R0004773                        |                               |
| Location Address                         | 253 MUSTANG DR            |                                          |  | Extension                       |                                 |                               |
| Account Type                             | Purged MH                 |                                          |  | Tax District                    | 8 Dacusville                    |                               |
| Property Type                            | Mobile Home               |                                          |  | Business Name                   | J09-00-032N                     |                               |
| Subdivision                              |                           |                                          |  | Acres                           | 26.30                           |                               |
| LEA Code                                 | 0006                      |                                          |  | Lot                             |                                 |                               |
| Zoning                                   |                           |                                          |  | Parcel Map                      | <a href="#">Show Parcel Map</a> |                               |
| Legal Description                        | MH AND LOT COMBINED       |                                          |  |                                 |                                 |                               |

[Generate Owner List By Radius](#)

|                                      |                         |                |                                     |                                 |
|--------------------------------------|-------------------------|----------------|-------------------------------------|---------------------------------|
| <b>Preliminary Value Information</b> |                         |                |                                     |                                 |
| Total Market Value                   | Taxable Appraised Value | Assessed Value | Classification                      | <a href="#">Tax Information</a> |
| \$ 160,800                           | \$ 11,200               | \$ 450         | Legal Residence<br>Agricultural Use |                                 |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

|                                          |      |      |            |                  |                                          |
|------------------------------------------|------|------|------------|------------------|------------------------------------------|
| <b>Sales Information</b>                 |      |      |            |                  |                                          |
| Date                                     | Book | Page | Sale Price | Grantor Name     | Grantee Name                             |
| 1989-12-18<br><a href="#">Deed Image</a> | 10L  | 494  | \$ 1       | GILSTRAP ADDIE T | GILSTRAP ADDIE T                         |
| 1989-03-14<br><a href="#">Deed Image</a> | 60   | 70   | \$ 35,505  | GILSTRAP ADDIE T | WILLIMON MATTHEW H JR WILLIMON ELIZABETH |

[Comparative Market Analysis](#)

|                                |             |            |                |                  |             |           |            |                       |
|--------------------------------|-------------|------------|----------------|------------------|-------------|-----------|------------|-----------------------|
| <b>Improvement Information</b> |             |            |                |                  |             |           |            | <b>Hide Amenities</b> |
| Building ID                    | Built As    | Year Built | Exterior       | HVAC             | Foundation  | Roof Type | Roof Cover |                       |
| 1                              | Single Wide | 1989       | Metal Siding   | FWA/Central Air  | Crawl Space | Gable     | DuroLast   |                       |
|                                | Square Feet | Stories    | Occupancy      | Total # of Rooms | Bed Rooms   | Baths     |            |                       |
|                                | 763         | 1          | 4% Mobile Home | 4                | 2           | 1.10      |            |                       |
| <b>Amenities</b>               |             |            |                |                  |             |           |            |                       |
| Type                           | Description | Units      |                |                  |             |           |            |                       |
| Fixture                        | Full Bath   | 1          |                |                  |             |           |            |                       |
| Fixture                        | Half Bath   | 1          |                |                  |             |           |            |                       |

|                                                                                                                                                                                                                                                                                                                                    |                                          |                                 |                             |                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------|-----------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a>                                                                                                                                                                                                                                                                                           | <a href="#">Search Sales By Map Grid</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Assessor Home</a> |
| Number of Property Record Card Searches: 4,784,216                                                                                                                                                                                                                                                                                 |                                          |                                 |                             |                               |
| The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: February 7, 2012 |                                          |                                 |                             |                               |

 © 2008 by the County of Pickens, SC | Website design by [qpublic.net](#)
**PLAINTIFF'S  
EXHIBIT**

10

2

79.00

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

Co. Tax \$ 39.60

Grantee address:

100 Duckhorn Rd  
Greenville SC 29609

KNOW ALL MEN BY THESE PRESENTS, that Addie Gilstrap

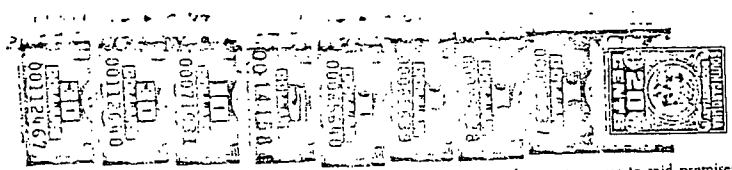
Book 60 Page 70

In consideration of Thirty-Five Thousand Five Hundred Five and No/100-----Dollars,  
(\$35,505.00)  
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell  
and release unto Matthew H. Willimon, Jr. and Elizabeth Willimon, their heirs and  
assigns:

ALL that certain piece, parcel or lot of land, lying and being in the State  
of South Carolina, County of Pickens, being known and designated as 26.3  
acres as appears on Plat for Matthew H. Willimon, Jr. and Elizabeth M. Willimon  
dated August 8, 1986 and recorded in the Office of the Clerk for Pickens  
County, South Carolina in Plat Book 37 at Page 143, reference to said  
plat for a metes and bounds description.

This is the same property conveyed to Grantor herein by deed of J. Ed. Gilstrap  
dated January 10, 1964 and recorded January 18, 1964 in the Office of the  
Clerk of Court for Pickens County, South Carolina in Deed Book 10-L at Page  
494.

The within conveyance is subject to restrictions, utility easements, rights-  
of-way, zoning regulations, and other matters as may appear of record, on  
the recorded plats, or on the premises.



003351  
James Jamack  
FILED  
MAR 17 10 25 AM '89  
CLERK OF COURT  
PICKENS, S.C.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or ap-  
pertaining, to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)'s heirs or successors and  
assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)'s heirs or successors, executors and administrators  
to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)'s heirs or successors and against every per-  
son whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor(s)'s hand(s) and seal(s) this 14 day of March, 1989

SIGNED, sealed and delivered in the presence of:  
Addie Gilstrap (SEAL)  
Addie Gilstrap (SEAL)  
Deborah R. Whitener (SEAL)  
Deborah R. Whitener (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

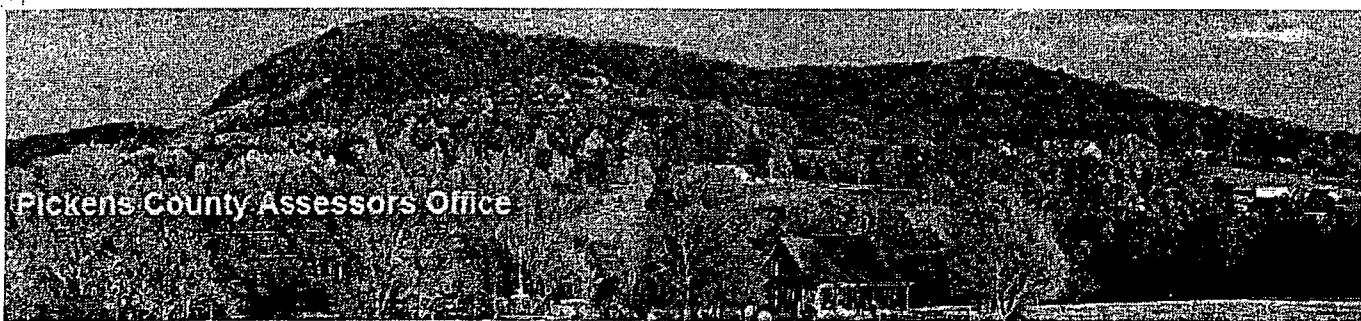
PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named  
grantor(s) sign, seal and as the grantor(s)'s act and deed, deliver the within written deed and that (s)he, with the other witness subscribed  
above, witnessed the execution thereof.

SWORN to before me this 14 day of March, 1989  
Deborah R. Whitener (SEAL)  
Notary Public for South Carolina

My commission expires 9-11-96  
RECORDED this day of 19 at M., No.

GREENVILLE OFFICE SUPPLY CO. INC.



|                                          |                                            |                                 |                             |                                 |
|------------------------------------------|--------------------------------------------|---------------------------------|-----------------------------|---------------------------------|
| <a href="#">Search Sales By Tax Area</a> | <a href="#">Search Sales By Map Grid</a>   | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Assessor Home</a>   |
| <b>Owner and Parcel Information</b>      |                                            |                                 |                             |                                 |
| <b>Owner Name</b>                        | GILSTRAP THOMAS R TRUSTEE                  |                                 | <b>Today's Date</b>         | November 19, 2012               |
| <b>Mailing Address</b>                   | 1126 OLD DACUSVILLE RD<br>EASLEY, SC 29640 |                                 | <b>Parcel Number</b>        | 5132-01-07-3289                 |
| <b>Location Address</b>                  | 1126 OLD DACUSVILLE RD                     |                                 | <b>Account Number</b>       | R0004735                        |
| <b>Account Type</b>                      | Purged MH                                  |                                 | <b>Tax District</b>         | 8 Dacusville                    |
| <b>Property Type</b>                     | Mobile Home                                |                                 | <b>Business Name</b>        | J09-00-032U                     |
| <b>Subdivision</b>                       |                                            |                                 | <b>Acres</b>                | 13.37                           |
| <b>LEA Code</b>                          | 0006                                       |                                 | <b>Lot</b>                  |                                 |
| <b>Zoning</b>                            |                                            |                                 | <b>Parcel Map</b>           | <a href="#">Show Parcel Map</a> |
| <b>Legal Description</b>                 | TRACT OLD DACUSVILLE HWY PLAT 67/109       |                                 |                             |                                 |

[Generate Owner List By Radius](#)

**Preliminary Value Information**

| Total Market Value | Taxable Appraised Value | Assessed Value | Classification                      | <a href="#">Tax Information</a> |
|--------------------|-------------------------|----------------|-------------------------------------|---------------------------------|
| \$ 123,720         | \$ 50,200               | \$ 2,010       | Legal Residence<br>Agricultural Use |                                 |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

**Sales Information**

| Date                                     | Book | Page | Sale Price | Grantor Name                       | Grantee Name                                       |
|------------------------------------------|------|------|------------|------------------------------------|----------------------------------------------------|
| 2005-11-28<br><a href="#">Deed Image</a> | 962/ | 102  | \$ 1       | GILSTRAP THOMAS R SR GILSTRAP REBA | GILSTRAP THOMAS R SR TRUSTEE GILSTRAP REBA TRUSTEE |
| 1994-12-01<br><a href="#">Deed Image</a> | 262  | 191  | \$ 25,904  | GILSTRAP ADDIE                     | GILSTRAP THOMAS R GILSTRAP REBA A                  |

[Comparative Market Analysis](#)

**Improvement Information    [Hide Amenities](#)**

| Building ID | Built As           | Year Built     | Exterior         | HVAC                    | Foundation       | Roof Type    | Roof Cover          |
|-------------|--------------------|----------------|------------------|-------------------------|------------------|--------------|---------------------|
| 1           | Double Wide        | 1997           | Vinyl Siding     | Heat Pump               | Crawl Space      | Gable        | Composition Shingle |
|             | <b>Square Feet</b> | <b>Stories</b> | <b>Occupancy</b> | <b>Total # of Rooms</b> | <b>Bed Rooms</b> | <b>Baths</b> |                     |
|             | 1898               | 1              | 4% Mobile Home   | 6                       | 3                | 2            |                     |

**Amenities**

| Type      | Description          | Units |
|-----------|----------------------|-------|
| Appliance | Fireplace Prefab Sng | 1     |
| Porch     | Deck                 | 450   |
| Porch     | Covered              | 730   |

|                                                    |                                          |                                 |                             |                               |
|----------------------------------------------------|------------------------------------------|---------------------------------|-----------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a>           | <a href="#">Search Sales By Map Grid</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Assessor Home</a> |
| Number of Property Record Card Searches: 5,141,884 |                                          |                                 |                             |                               |

The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: November 12, 2012

© 2008 by the County of Pickens, SC | Website design by [gpublic.net](#)

**PLAINTIFF'S  
EXHIBIT**

11





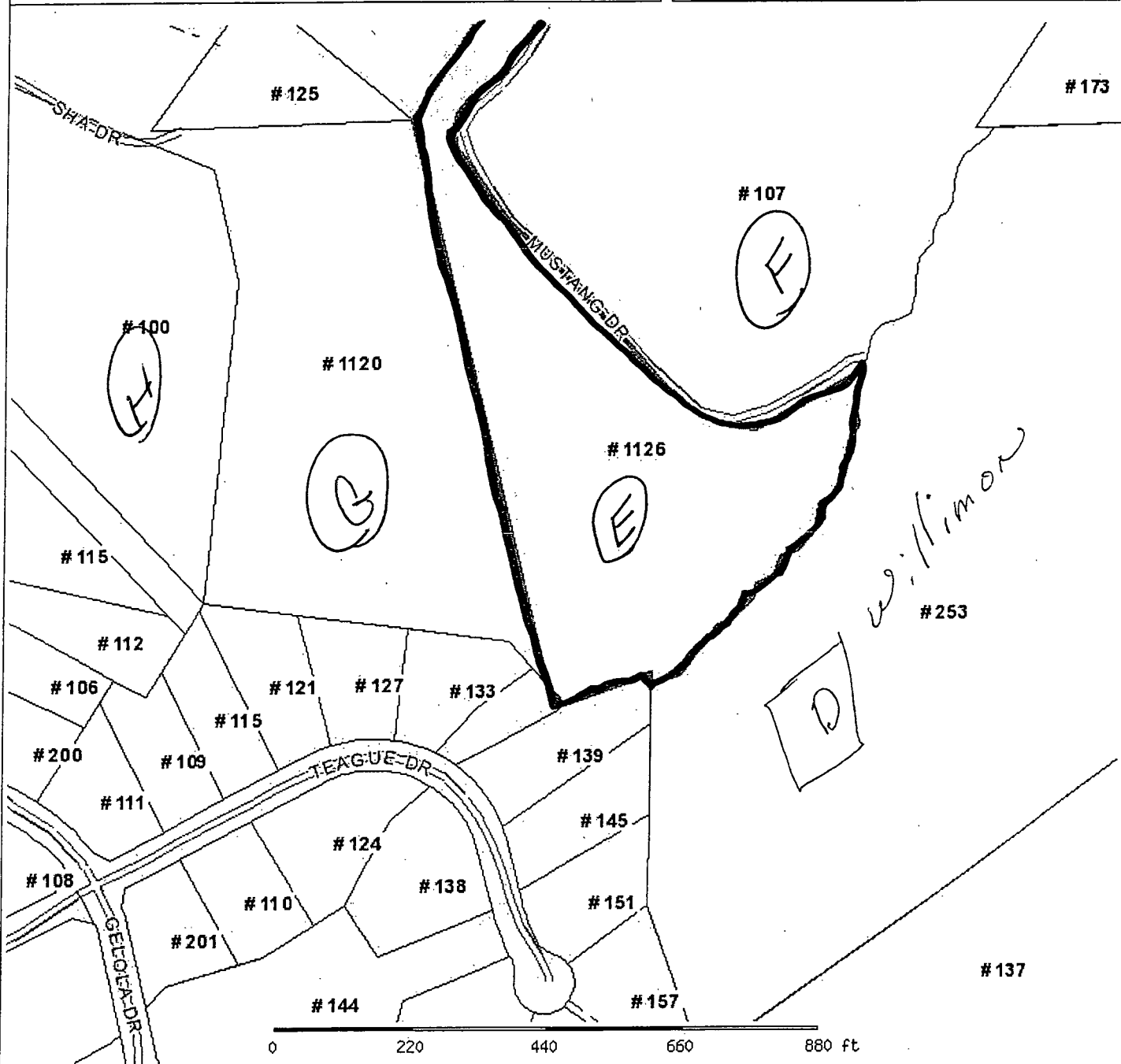
## Pickens County Assessor's Office

**Account No:** R0004735  
**Parcel No:** 5132-01-07-3289  
**Tax Area:** 8 Dacusville  
**Acres:** 13.37  
**Deed:** 262/191

**Owner Name:** GILSTRAP THOMAS  
R TRUSTEE  
**Mailing Address:** 1126 OLD  
DACUSVILLE RD  
EASLEY, SC 29640

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

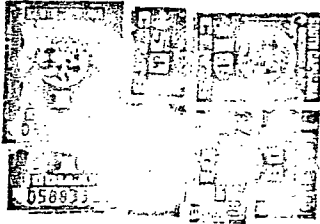
**Legal Description:** TRACT OLD DACUSVILLE  
HWY PLAT 67/109  
**Situs Address:** 1126 OLD DACUSVILLE  
RD



67.60

Book 262 Page 191

NO TITLE EXAM



021400

*Fisher*

PICKENS CO.

RMC 1000

94 DEC -1 PM 3:47

ADAM FISHER, JR.  
ATTORNEY AT LAW  
POST OFFICE BOX 481  
PICKENS, SOUTH CAROLINA 29671

Co. Tax \$ 28.60

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )

COUNTY OF PICKENS )

KNOW ALL MEN BY THESE PRESENTS:

That I (we), ADDIE GILSTRAP, in the State aforesaid, in consideration of the sum of TWENTY FIVE THOUSAND NINE HUNDRED FOUR and no/100ths (\$25,904.00) Dollars, to the grantor in hand paid at and before the sealing of these presents by the Grantees (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

THOMAS R. GILSTRAP AND REBA A. GILSTRAP, their heirs and assigns, forever:

Address: Post Office Box 14700, Greenville, S.C. 29610

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, being shown and designated as 6.83 acres, more or less, and 6.54 acres, more or less, on a survey entitled "Survey for Thomas R. Gilstrap and Reba A. Gilstrap", prepared by Plumlee Surveying dated February 1, 1994, recorded in Plat Book 67 at page 109, reference to which is hereby craved for a more complete and accurate description.

This being a portion of the property conveyed to Addie Gilstrap by deed of J. Ed Gilstrap dated January 10, 1964, recorded in Deed Book 10-L at page 494, in the RMC Office for Pickens County, S.C.

Tax Map # J 09-00-032 R (portion of)

This conveyance is made subject to any and all restrictions, easements, zoning or rights of way for roads which may appear of record and/or on the premises,

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantors (s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 1st day December, 1994.

In the presence of:

*[Signature]*

*Addie Gilstrap*  
Addie Gilstrap

*Susan J. McClellan*

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF PICKENS )

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN TO before me this the

1st day of December, 1994.

*[Signature]*  
Notary Public for South Carolina

My commission expires: 3/14/2000

*Susan J. McClellan*

The within document was filed  
for record on the 1st day of

Dec. 1994 and recorded

in book 262 page 191  
*March 9 (Rever)*

JIMMY MCCOLLUM, Tax Assessor  
222 McDANIEL AVE., B-8  
PICKENS, SC 29671  
PICKENS COUNTY, S. C.

Babb & Brown, P.C. 106 Commons Blvd, Suite A, Piedmont, SC 29673, (864)269-0062

**STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS**

KNOW ALL MEN BY THESE PRESENTS, that Thomas R. Gilstrap, Sr. and Reba Gilstrap as Trustees under the Gilstrap Revocable Inter Vivos Trust, in the State aforesaid, for and in consideration of the sum of One Dollar and 00/100 (\$1.00) to me/us paid by Thomas R. Gilstrap, Sr. and and Reba Gilstrap, receipt of which is hereby acknowledged, have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said Thomas R. Gilstrap, Sr. and and Reba Gilstrap, as JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, their heirs and assigns forever, the following described property to wit:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, being shown and designated as 6.83 acres, more or less, and 6.54 acres, more or less, on a survey entitled "Survey for Thomas R. Gilstrap and Reba A. Gilstrap", prepared by Plumblee Surveying dated Feb. 1, 1994, recorded in Plat Book 67 at page 109. Reference is hereby made to the most recent survey for a more complete and accurate metes and bounds description thereof.

Tax Map # 5132-01-07-3289

This being the same piece of property conveyed to Thomas R. Gilstrap, Sr. and Reba Gilstrap as Trustees under the terms of the Gilstrap Revocable Inter Vivos Trust by deed of Thomas R. Gilstrap, Sr. and Reba Gilstrap in conformity with the terms of a certain Declaration of Trust known as the Gilstrap Revocable Inter Vivos Trust dated 11/4/81 and recorded in the ROD Office for Pickens County on 11/4/81 in Deed Book 13-Z at page 809.

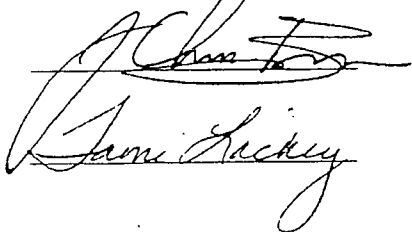
This conveyance is subject to all restrictions, setback lines, roadways, easements and rights of way, if any, appearing of record, on the premises, or on the recorded plat(s) which affect the property hereinabove described.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Thomas R. Gilstrap, Sr. and Reba Gilstrap, as joint tenants with the right of survivorship, and not as tenants in common, their heirs and assigns forever

AND I/WE, do hereby bind myself/ourselves and my/our heirs and executors and administrators, to warrant and forever defend all and singular the said premises unto the said Thomas R. Gilstrap, Sr. and Reba Gilstrap, as joint tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, against me/us and my/our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by grantor(s) this 28th day of November, 2005.



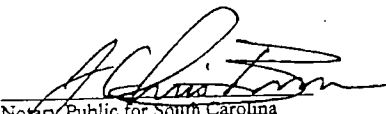
*Thomas R. Gilstrap, Sr.* TRUSTEE  
Thomas R. Gilstrap, Sr. as Trustee under the  
Gilstrap Revocable Inter Vivos Trust  
*Reba Gilstrap* Trustee  
Reba Gilstrap as Trustee under the Gilstrap  
Revocable Inter Vivos Trust

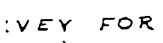
RECORDED 12/07/2005 03:30:28PM  
Fee:10.00 State:0.00  
County:0.00 Exempt:-----  
Pickens County, SC  
Register of Deeds

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

I, the undersigned notary, do hereby certify that the above named Grantor(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 28th day of November, 2005.

  
Notary Public for South Carolina  
My Commission Expires: 3/27/2010

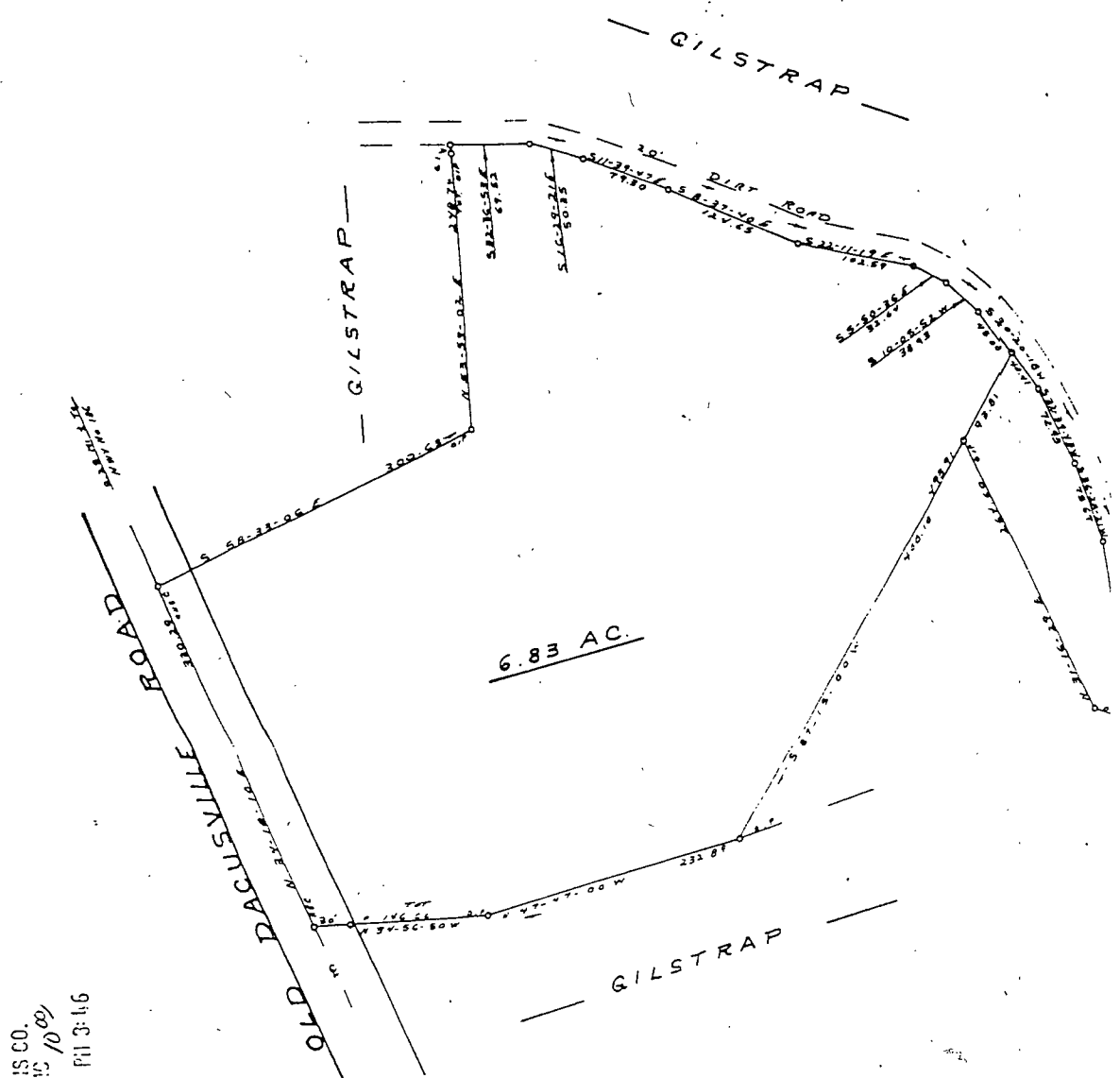


PICKENS COUNTY  
CAROLINA

I Hereby State That To The Best Of My Knowledge, Information, And Belief, The Survey Shown Herein Was Made In Accordance With The Requirements Of The Minimum Standards Manual For The Practice Of Land Surveying In South Carolina, And Meets Or Exceeds The Requirements For A Class B Survey As Specified Therein.

Jeffrey M. R. Roe  
P.L.S. 7881  
SCALE 1" = 130'

2



PICKENS CO.  
REC 1000  
94 DEC - 1 PM 3:46

*Fisher*

021399

*index*

SU

THOMAS  
REBA

NEAR DACUSVILLE  
SOUTH

FE

This Property Is Subject To All Easements, Zoning Ordinances And Rights Of Way, Of Record And Not Of Record, If Any.

**PLUMBLEE SURVEYING**



Dr. Plumlee Inc.

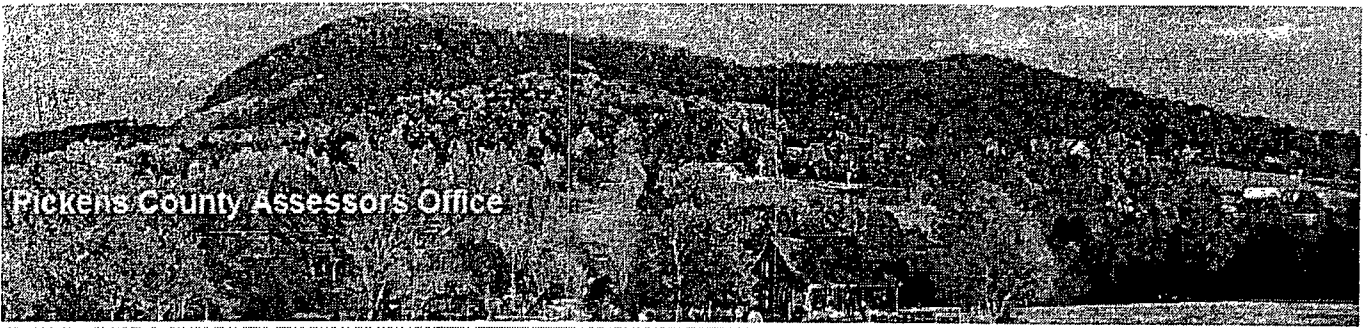
P.O. Box 788

Tramers Run, SC 29690

JEFFERY M. PLUMBLEE

P.L.S. # 7881

803-834-4426



# Pickens County Assessors Office

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Assessor Home](#)

## Owner and Parcel Information

|                  |                                            |                |                                 |
|------------------|--------------------------------------------|----------------|---------------------------------|
| Owner Name(s)    | GILSTRAP THOMAS R<br>GILSTRAP REBA         | Today's Date   | September 30, 2013              |
| Mailing Address  | 1126 OLD DACUSVILLE RD<br>EASLEY, SC 29640 | Parcel Number  | 5132-01-08-9039                 |
| Location Address | 107 MUSTANG DR                             | Account Number | R0081345                        |
| Account Type     | Vacant Land                                | Extension      |                                 |
| Property Type    |                                            | Tax District   | 8 Dacusville                    |
| Subdivision      |                                            | Business Name  | R81328                          |
| LEA Code         | 0006                                       | Acres          | 47.71                           |
| Zoning           |                                            | Lot            |                                 |
|                  |                                            | Parcel Map     | <a href="#">Show Parcel Map</a> |

**Legal Description** E/SIDE OLD DACUSVILLE HWY PLAT 282/13 S/SIDE RED GATE RD PLAT 373/5 PLAT 595/282

[Generate Owner List By Radius](#)

## Preliminary Value Information

| Total Market Value | Taxable Appraised Value | Assessed Value | Classification                          | <a href="#">Tax Information</a> |
|--------------------|-------------------------|----------------|-----------------------------------------|---------------------------------|
| \$ 286,260         | \$ 9,300                | \$ 490         | Not Legal Residence<br>Agricultural Use |                                 |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

## Sales Information

| Date | Book | Page | Sale Price | Grantor Name | Grantee Name |
|------|------|------|------------|--------------|--------------|
|------|------|------|------------|--------------|--------------|

No sales associated with this parcel.

[Comparative Market Analysis](#)

## Improvement Information

No improvement information associated with this parcel

## Mobile Home Accounts on Parcel

| Account Number           | Owner         | Title Number | Serial Number | Year Built | Manufacturer | Width | Length |
|--------------------------|---------------|--------------|---------------|------------|--------------|-------|--------|
| <a href="#">M0011616</a> | GILSTRAP LISA |              | GG18349AB     | 1984       | VINTAGE      | 28    | 52     |

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Assessor Home](#)

Number of Property Record Card Searches: 5,566,766

The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: September 23, 2013

© 2008 by the County of Pickens, SC | Website design by [qpublic.net](#)

PLAINTIFF'S  
EXHIBIT

12





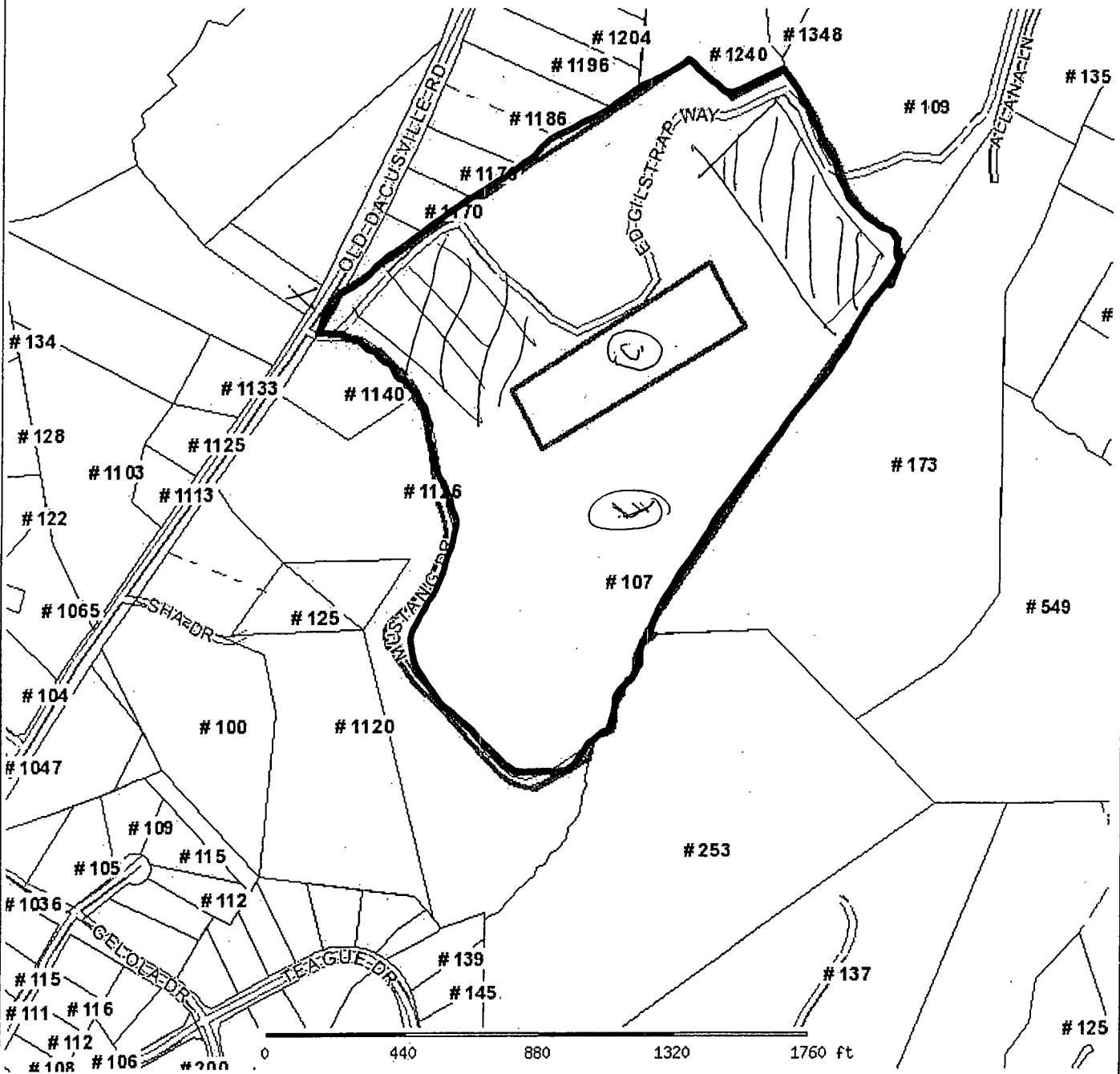
# Pickens County Assessor's Office

Account No: R0081345  
Parcel No: 5132-01-08-9039  
Tax Area: 8 Dacusville  
Acres: 47.71  
Deed:

Owner Name: GILSTRAP THOMAS R  
Mailing Address: 1126 OLD DACUSVILLE RD EASLEY, SC 29640

The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.

Legal Description: E/SIDE OLD DACUSVILLE HWY PLAT 282/13 S/SIDE RED GATE RD PLAT 373/5 107 MUSTANG DR PLAT 595/282





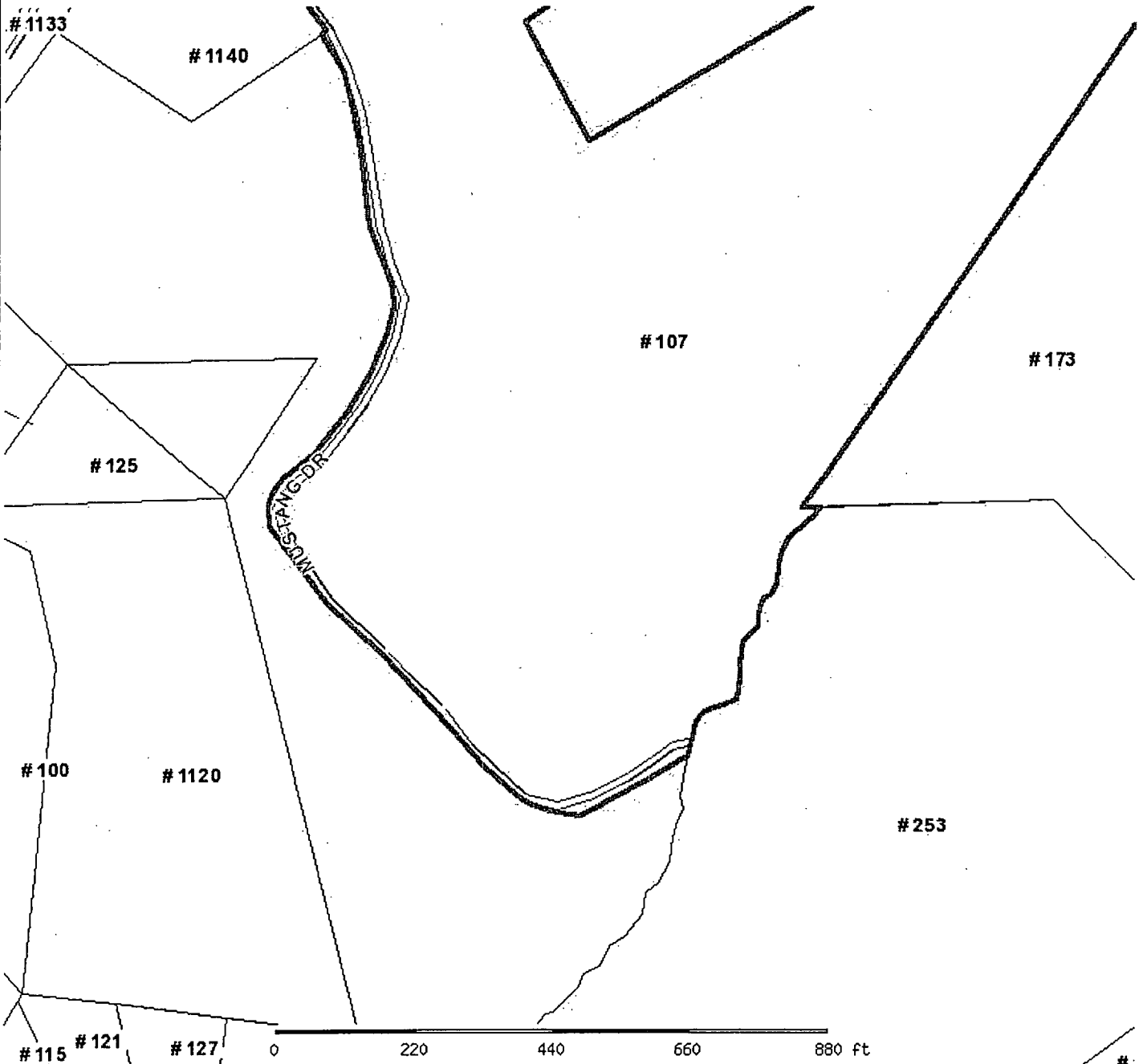
## Pickens County Assessor's Office

**Account No:** R0081345  
**Parcel No:** 5132-01-08-9039  
**Tax Area:** 8 Dacusville  
**Acres:** 47.71  
**Deed:**

**Owner Name:** GILSTRAP THOMAS R  
**Mailing Address:** 1126 OLD DACUSVILLE RD  
EASLEY, SC 29640

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

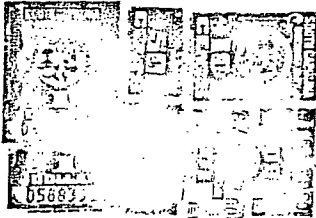
**Legal Description:** E/SIDE OLD DACUSVILLE HWY PLAT 282/13 S/SIDE  
**Situs Address:** RED GATE RD PLAT 373/5  
107 MUSTANG DR  
PLAT 595/282



67.60

Book 262 Page 191

NO TITLE EXAM



021400

*Fisher*

PICKENS CO.  
RMC 1000

94 DEC -1 PM 3:47

ADAM FISHER, JR.  
ATTORNEY AT LAW  
POST OFFICE BOX 481  
PICKENS, SOUTH CAROLINA 29671

Co. Tax \$ 28.60

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )

COUNTY OF PICKENS )

KNOW ALL MEN BY THESE PRESENTS:

That I (we), ADDIE GILSTRAP, in the State aforesaid, in consideration of the sum of TWENTY FIVE THOUSAND NINE HUNDRED FOUR and no/100ths (\$25,904.00) Dollars, to the grantor in hand paid at and before the sealing of these presents by the Grantees (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

THOMAS R. GILSTRAP AND REBA A. GILSTRAP, their heirs and assigns, forever:

Address: Post Office Box 14700, Greenville, S.C. 29610

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, being shown and designated as 6.83 acres, more or less, and 6.54 acres, more or less, on a survey entitled "Survey for Thomas R. Gilstrap and Reba A. Gilstrap", prepared by Plumblee Surveying dated February 1, 1994, recorded in Plat Book 67 at page 109, reference to which is hereby craved for a more complete and accurate description.

This being a portion of the property conveyed to Addie Gilstrap by deed of J. Ed Gilstrap dated January 10, 1964, recorded in Deed Book 10-L at page 494, in the RMC Office for Pickens County, S.C.

Tax Map # JC9-CC-032R (part 104)

This conveyance is made subject to any and all restrictions, easements, zoning or rights of way for roads which may appear of record and/or on the premises,

NO TITLE SEARCH BY COYLE AND ALEXANDER

GRANTEE'S ADDRESS:

P.O. Box 14 700  
Greenville, SC 29610

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

STATE TAX 104.00

COUNTY TAX 44.00

TITLE TO REAL ESTATE

393 Page 33

EXEMPT  
KNOW ALL MEN BY THESE PRESENTS, THAT ADDIE GILSTRAP

In consideration of FORTY THOUSAND AND 0/100 (\$40,000.00) DOLLARS

the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto THOMAS R. GILSTRAP AND REBA GILSTRAP, THEIR HEIRS AND ASSIGNS FOREVER, IN & TO THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, containing 35.506 acres, more or less, as shown on a plat by J.C. Smith, dated January 29, 1997, and recorded in Plat Book 282, at Page 13, in the RMC Office for Pickens County, South Carolina. Reference, is hereby made to said plat for a more complete metes and bounds description.

This is the property conveyed to Addie Gilstrap by deed recorded January 18, 1964 in Deed Book 10-L, at Page 494 in the RMC Office for Pickens County, SC.

TAX MAP #: J09-00-032T

MAIL TO: COYLE & ALEXANDER, P.O. BOX 898, PICKENS, SC 29671

together with all and singular rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s) heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s) hands(s) and seal(s) this 16th day of September 1997

SIGNED, sealed and delivered  
in the presence of:

Kimberly D. King  
Christy L. Brown

Addie Gilstrap (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

PROBATE

Personally appeared the undersigned witness and made oath the (s)he saw the within named grantor(s) sign, seal and as the grantor's(s) act and deed, deliver the within written deed and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 16th day of September 1997

Christy L. Brown (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires 11/21/2005

Kimberly D. King

PICKENS CO.  
10.00 RMC

018652 Coyle

97 SEP 18 PM 3:22

JUST HOWELL, Tax Assessor  
1000 LEE AVE., B-8  
PICKENS, SC 29671

COYLE & ALEXANDER  
P. O. BOX 898  
PICKENS, SC 29671

NO TITLE SEARCH BY COYLE AND ALEXANDER

GRANTEE'S ADDRESS:

P.O. BOX 1470  
Greenville, S.C. 29610STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT DON REED &amp; ASSOCIATES, INC.

in consideration of SEVENTY NINE THOUSAND SEVEN HUNDRED EIGHTY AND 50/100 (\$79,780.50) DOLLARS

the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto THOMAS R. GILSTRAP AND REBA GILSTRAP, THEIR HEIRS AND ASSIGNS FOREVER, IN &amp; TO THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens and containing 17.729 acres, more or less, as shown on a plat entitled "Survey for Thomas Gilstrap", prepared by J.C. Smith and Associates, R.L.S., dated December 23, 1999 and recorded of even date with this instrument in Plat Book 373, at Page 5 in the Register of Deeds Office for Pickens County, SC.

This is a portion of the property conveyed to Don Reed & Associates, Inc., by deed from Vonnie W. Couch dated September 14, 1983 and recorded September 23, 1983 in Deed Book 14-H, at Page 3 in the Register of Deeds Office for Pickens County, SC.

TAX MAP #: Portion of J08-00-027

MAIL TO: COYLE &amp; ALEXANDER, P.O. BOX 898, PICKENS, SC 29671

together with all and singular rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s) heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s) hands(s) and seal(s) this 10<sup>th</sup> day of January 2000SIGNED, sealed and delivered  
in the presence of:

*James C. Chetani*  
*Linda W. Alexander*

*Don Reed* (SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

PROBATE

Personally appeared the undersigned witness and made oath the (s)he saw the within named grantor(s) sign, seal and as the grantor's(s) act and deed, deliver the within written deed and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10<sup>th</sup> day of January 2000  
*Linda W. Alexander* (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires 4/21/2005

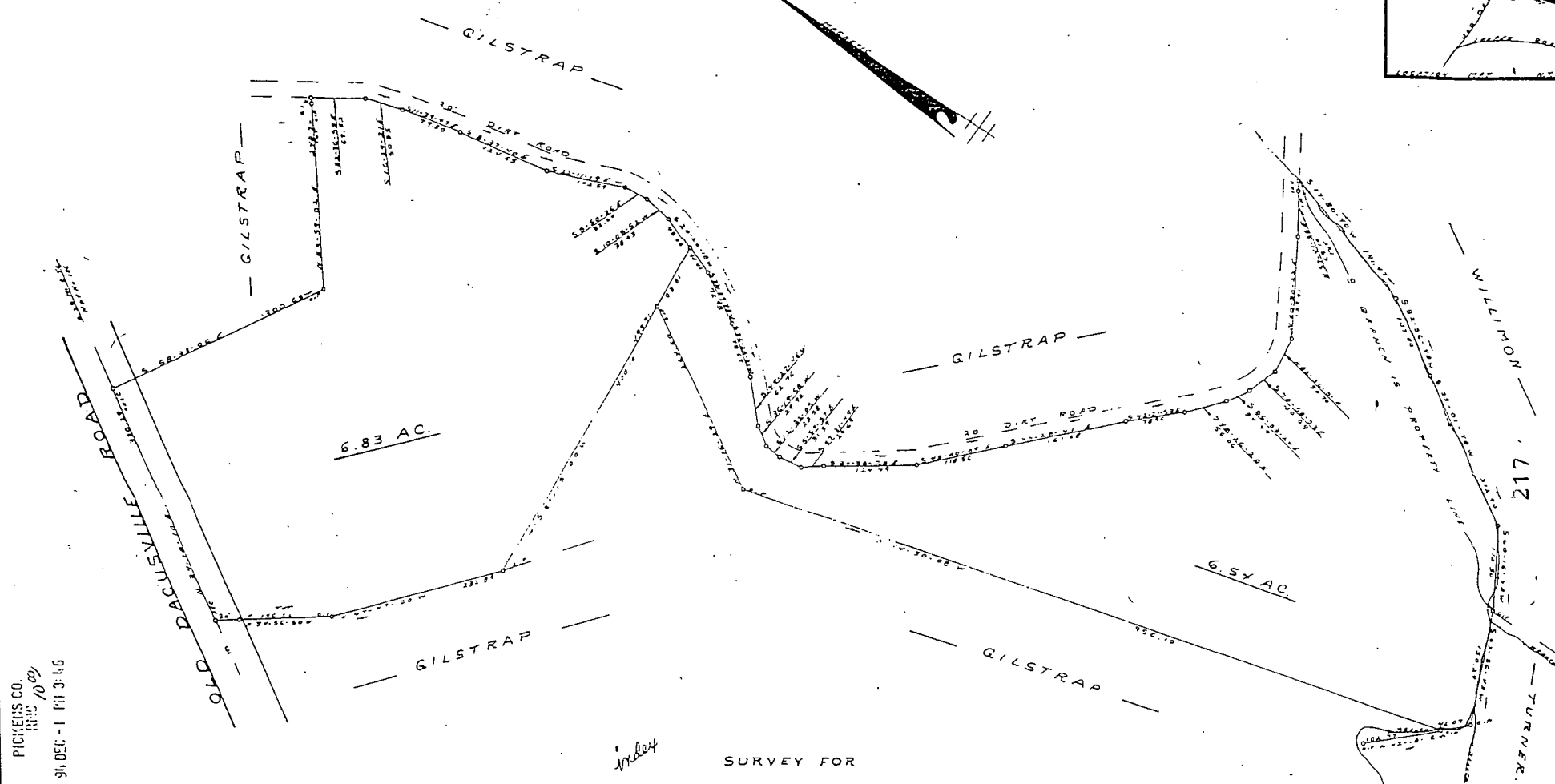
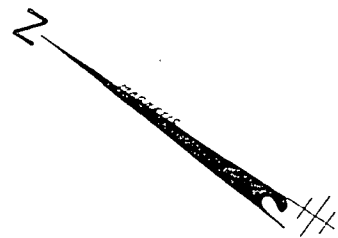
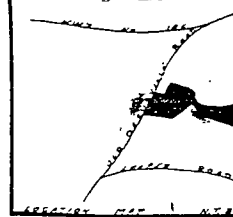
*James C. Chetani*  
\_\_\_\_\_  
(SEAL)

Tax Assessor  
222 McDANIEL AVE., B-8  
PICKENS, SC 29671

000000636  
RECORDED 01/12/2000 01:18:07PM  
Bk: D0525 Pg: 00106 Pages: 1  
Fee: 10.00 State: 208.00  
County: 88.00 Exempt:  
Pickens County, SC  
Register of Deeds

GEORGE N. BRYANT  
COUNTY CLERK  
222 McDANIEL AVE., B-7  
PICKENS, SC 29671

COYLE & ALEXANDER  
P.O. BOX 893  
PICKENS, SC 29671



PICKENS CO.  
REC 100  
SH DEC-1 P11 3-1-6

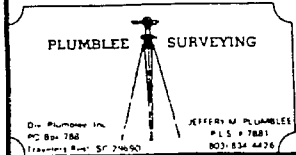
*Duster*  
021399

*index*  
SURVEY FOR  
THOMAS R. GILSTRAP  
REBA A. GILSTRAP

NEAR DACUSVILLE PICKENS COUNTY  
SOUTH CAROLINA

FEB 1, 1994

This Property is Subject To All Easements, Zoning Ordinances And Rights Of Way, Of Record And Not Of Record, If Any.



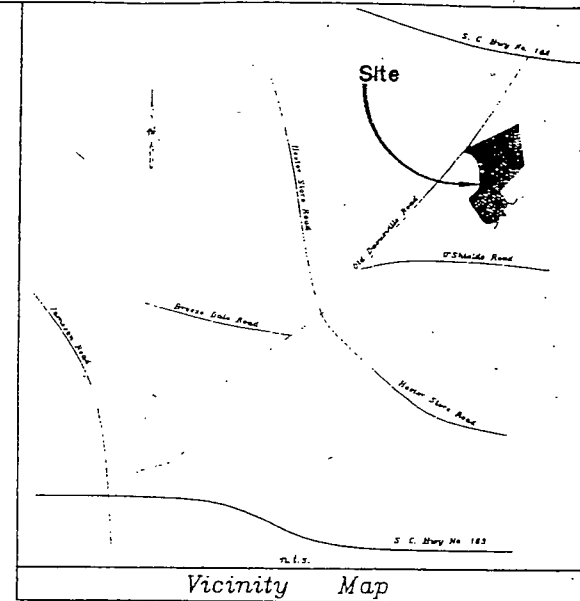
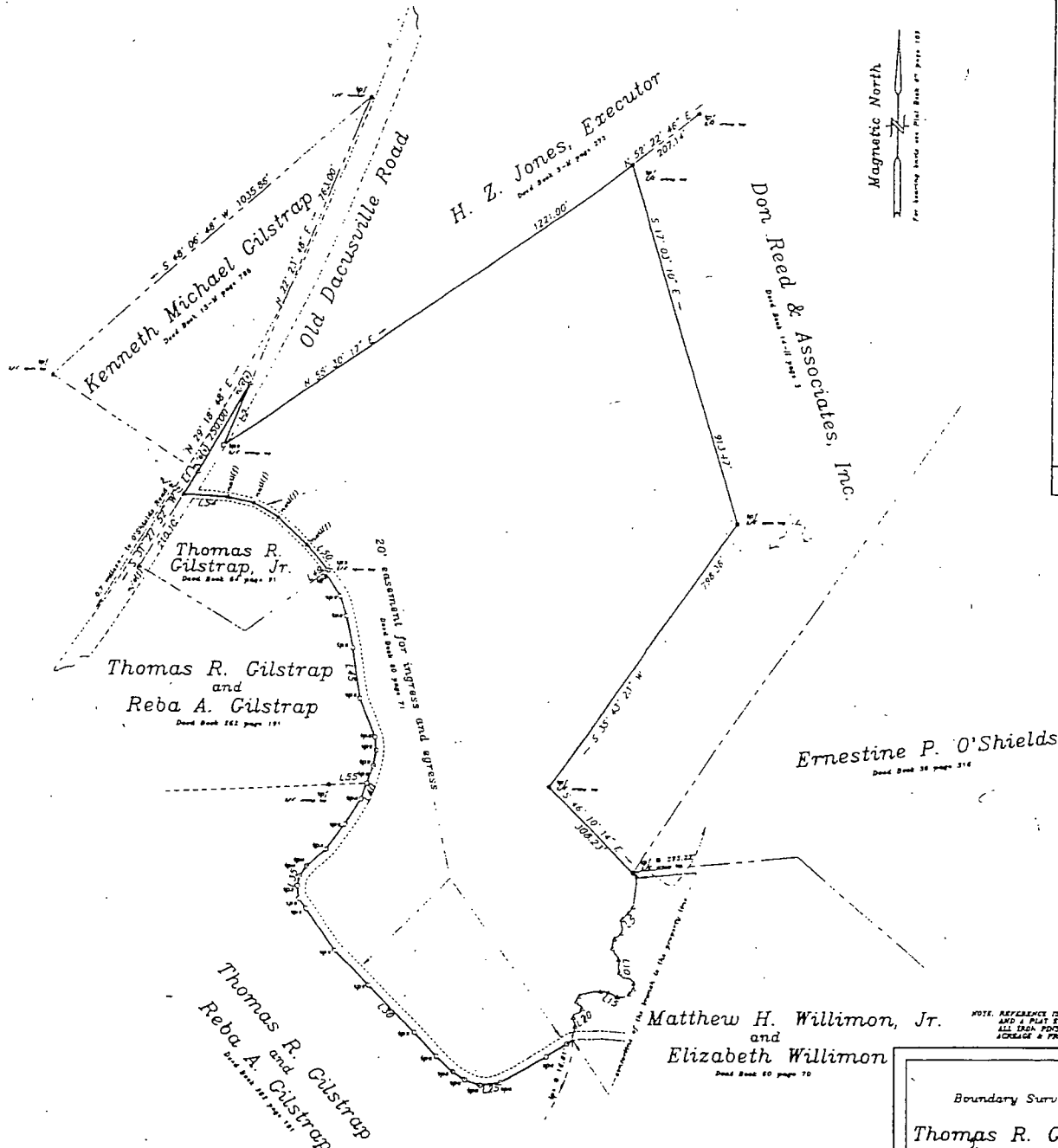
I Hereby State That To The Best Of My Known Information, And Belief, The Survey Shown Here Was Made In Accordance With The Requirements The Minimum Standards Manual For The Practice Land Surveying In South Carolina, And Meets Exceeds The Requirements For A Class B As Specified Therein.

*Jeffery M. Plumblee*  
P.L.S. # 7881  
SCALE 1" = 120'

018651

For I know that my redeemer liveth and that he shall stand at the latter day upon the earth

| Line | Bearing         | Distance |
|------|-----------------|----------|
| 1    | N 32° 06' 32" E | 65.12'   |
| 2    | S 22° 51' 48" W | 168.02'  |
| 3    | S 07° 45' 34" W | 73.33'   |
| 4    | S 36° 58' 43" W | 19.19'   |
| 5    | S 44° 06' 39" W | 21.77'   |
| 6    | S 03° 21' 42" W | 33.35'   |
| 7    | S 48° 38' 41" W | 23.65'   |
| 8    | S 12° 46' 15" W | 22.37'   |
| 9    | S 29° 35' 18" E | 31.75'   |
| 10   | S 03° 16' 24" E | 32.72'   |
| 11   | S 54° 32' 31" E | 44.65'   |
| 12   | S 01° 47' 03" W | 13.29'   |
| 13   | S 40° 26' 18" W | 17.01'   |
| 14   | S 78° 43' 03" W | 31.02'   |
| 15   | N 62° 43' 31" W | 25.29'   |
| 16   | N 85° 18' 29" W | 20.55'   |
| 17   | S 73° 32' 12" W | 51.78'   |
| 18   | S 27° 36' 07" W | 14.20'   |
| 19   | S 32° 59' 13" E | 22.23'   |
| 20   | S 44° 17' 51" W | 31.58'   |
| 21   | S 12° 14' 00" E | 22.01'   |
| 22   | S 11° 50' 37" W | 34.66'   |
| 23   | S 57° 43' 02" W | 75.14'   |
| 24   | S 60° 33' 25" W | 129.83'  |
| 25   | S 82° 40' 31" W | 50.71'   |
| 26   | N 70° 54' 36" W | 40.10'   |
| 27   | N 56° 29' 21" W | 24.50'   |
| 28   | N 48° 22' 11" W | 56.07'   |
| 29   | N 42° 17' 49" W | 28.99'   |
| 30   | N 44° 24' 38" W | 161.80'  |
| 31   | N 44° 58' 05" W | 118.67'  |
| 32   | N 34° 33' 36" W | 79.69'   |
| 33   | N 32° 28' 09" W | 29.69'   |
| 34   | N 3° 54' 35" W  | 31.39'   |
| 35   | N 12° 35' 09" E | 23.58'   |
| 36   | N 16° 22' 14" E | 28.97'   |
| 37   | N 49° 29' 52" E | 62.26'   |
| 38   | N 36° 28' 50" E | 25.67'   |
| 39   | N 32° 38' 06" E | 22.41'   |
| 40   | N 20° 19' 08" E | 40.41'   |
| 41   | N 20° 20' 35" E | 45.00'   |
| 42   | N 10° 08' 16" E | 18.91'   |
| 43   | N 05° 50' 10" W | 32.64'   |
| 44   | N 22° 11' 06" W | 102.57'  |
| 45   | N 08° 37' 26" W | 124.61'  |
| 46   | N 11° 39' 45" W | 28.28'   |
| 47   | N 16° 29' 17" W | 50.54'   |
| 48   | N 32° 36' 58" W | 69.51'   |
| 49   | N 53° 51' 05" E | 9.52'    |
| 50   | N 39° 11' 06" W | 76.74'   |
| 51   | N 47° 42' 41" W | 100.04'  |
| 52   | N 60° 44' 16" W | 70.01'   |
| 53   | N 77° 30' 48" W | 65.05'   |
| 54   | N 86° 50' 54" W | 106.66'  |
| 55   | S 87° 12' 41" W | 93.81'   |



Total Area  
35.506 Acres

ACREAGE IS SUBJECT TO ANY AND ALL RIGHTS OF WAY  
AND/OR EASEMENTS OF RECORD OR ON THE GROUND

TX54 JOB-06-0327

NOTE: REFERENCE IS HEREBY MADE TO DEED BOOK 10-1, PAGE 484 OF THE REC. OFFICE FOR PICKENS COUNTY, AND A PLAT ENTITLED "PROPERTY OF H.Z. JONES, JR. BY H.A. REEDER DATED APRIL 27, 1937. ALL (DEED, PDS, SETTLES) ARE 3/4 CORNER TOP PIPE, CULVERS OTHERWISE NOTED. ACREAGE & PROPERTY ARE SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR ON THE GROUND.



Boundary Survey for  
Thomas R. Gilstrap  
and  
Reba A. Gilstrap

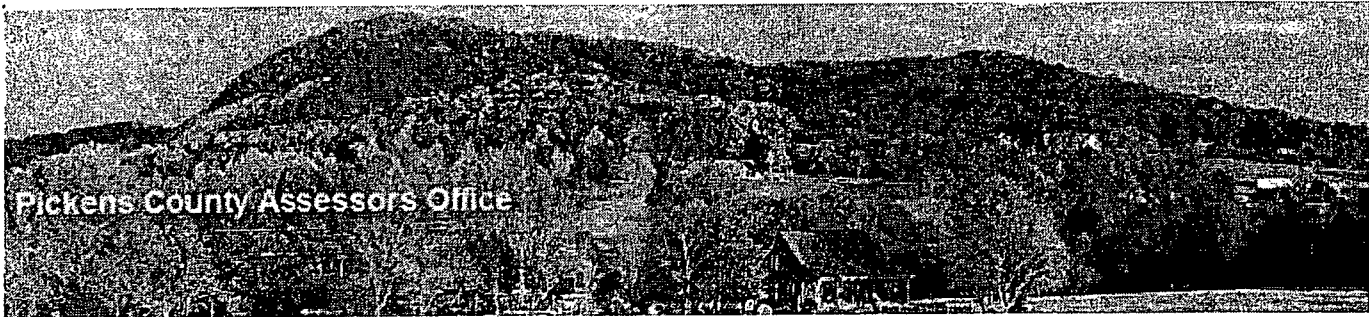
100' 0 100' 200'  
1"=200'

SINCE 1909  
**SMITH**  
J.C. Smith & Associates  
R.L.S. #7882  
P.O. Box 1090 Easley, SC  
29641/864-859-5729  
Fax 855-8022

Date January 28, 1997  
July 01299720

County Pickens  
South Carolina  
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEYED EASEMENT, EASEMENT, AND EASEMENT ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SCOUTS' REQUIREMENTS, BECAUSE, FROM THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND BEING AN EASEMENT, THE REQUIREMENTS FOR A CLASS "E" SURVEY ARE SPECIFICALLY MET.

J. C. Smith  
Thomas E. Belcher  
Robert Dale Kirk  
PLS# 7882  
PLS# 16126  
PLS# 16131



# Pickens County Assessors Office

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Assessor Home](#)

## Owner and Parcel Information

|                   |                                                                                            |                |                                 |
|-------------------|--------------------------------------------------------------------------------------------|----------------|---------------------------------|
| Owner Name(s)     | GILSTRAP JACOB A<br>HOLDER TYLER LEIGH<br>GILSTRAP SHERRY LYNN H<br>GILSTRAP ANDREW AUSTIN | Today's Date   | September 30, 2013              |
| Mailing Address   | 116 SHA DRIVE<br>EASLEY, SC 29460                                                          | Parcel Number  | 5132-01-17-1852                 |
| Location Address  |                                                                                            | Account Number | R0081346                        |
| Account Type      | Vacant Land                                                                                | Extension      |                                 |
| Property Type     |                                                                                            | Tax District   | 8 Dacusville                    |
| Subdivision       |                                                                                            | Business Name  |                                 |
| LEA Code          | 0007                                                                                       | Acres          | 4.00                            |
| Zoning            |                                                                                            | Lot            |                                 |
| Legal Description | S/SIDE ED GILSTRAP WAY PLAT 595/282                                                        | Parcel Map     | <a href="#">Show Parcel Map</a> |

[Generate Owner List By Radius](#)

## Preliminary Value Information

|                    |                         |                |                                            |                                 |
|--------------------|-------------------------|----------------|--------------------------------------------|---------------------------------|
| Total Market Value | Taxable Appraised Value | Assessed Value | Classification                             | <a href="#">Tax Information</a> |
| \$ 28,000          | \$ 28,000               | \$ 1,680       | Not Legal Residence<br>No Agricultural Use |                                 |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

## Sales Information

| Date                                     | Book | Page | Sale Price | Grantor Name                      | Grantee Name                                                                  |
|------------------------------------------|------|------|------------|-----------------------------------|-------------------------------------------------------------------------------|
| 2010-10-29<br><a href="#">Deed Image</a> | 1364 | 327  | \$ 1       | GILSTRAP THOMAS R GILSTRAP REBA A | GILSTRAP JACOB A GILSTRAP SHERRY LYNN H HOLDER TYLER LEIGH GILSTRAP ANDREW AU |

[Comparative Market Analysis](#)

## Improvement Information

No improvement information associated with this parcel

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Assessor Home](#)

Number of Property Record Card Searches: 5,567,307

The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: September 23, 2013

© 2008 by the County of Pickens, SC | Website design by [qpublic.net](#)

PLAINTIFF'S  
EXHIBIT

13





## Pickens County Assessor's Office

**Account No:** R0081346  
**Parcel No:** 5132-01-17-1852  
**Tax Area:** 8 Dacusville  
**Acres:** 4  
**Deed:**

**Owner Name:** GILSTRAP JACOB A  
**Mailing Address:** 116 SHA DRIVE  
EASLEY, SC 29460

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** S/SIDE ED GILSTRAP WAY  
PLAT 595/282  
**Situs Address:**



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS ) TITLE TO REAL ESTATE  
 (DEED ONLY)

**KNOW ALL MEN BY THESE PRESENTS THAT WE, THOMAS R. GILSTRAP and  
REBA A. GILSTRAP**

in consideration of One (\$1.00) Dollar, Love and Affection for our son, daughter-in-law & grandchildren....

to me in hand paid by Grantee(s) the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto:

**JACOB A GILSTRAP, SHERRY LYNN H. GILSTRAP, TYLER LEIGH HOLDER ,  
and ANDREW AUSTIN GILSTRAP, AS JOINT TENANTS WITH RIGHT OF  
SURVIVORSHIP AND NOT AS TENANTS IN COMMON:  
116 Sha Drive  
Easley, SC 29460**

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, and according to a plat by Barry L. Collins, SCPLS #11903, dated July 13, 2010; revised August 9, 2010, and recorded in Plat Book 595, at Page 282, said tract contains 4.00 acres, more or less; reference to said plat is hereby made for a more complete metes and bounds description thereof.

ALSO: An easement or right-of-way Thirty (30') feet wide for ingress, egress, and the installations, operation, maintenance, and repair of utilities, running from Old Dacusville Road over and across the existing road designated as "Ed Gilstrap Way" on said plat, to the property herein conveyed, and beyond.

For derivation see the following deeds: Deed to Thomas R. Gilstrap and Reba Gilstrap by Don Reed & Associates, Inc. recorded in Deed Book 525, at Page 106; Deed to Thomas R. Gilstrap and Reba A. Gilstrap by Addie Gilstrap recorded in Deed Book 262, at Page 191; and Deed to Thomas R. Gilstrap and Reba Gilstrap by Addie Gilstrap recorded in Deed Book 393, at Page 33, in the Register of Deeds Office for Pickens County, South Carolina.

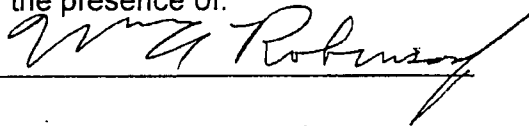
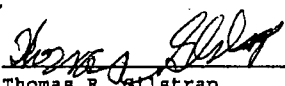
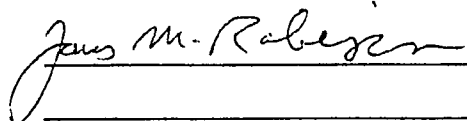
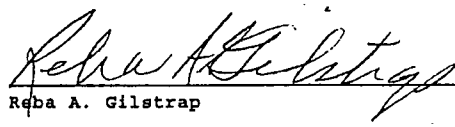
This conveyance is made subject to such rights of way, easements and restrictions as may appear of record and/or on the premises.

Tax Map No.:5132-01-07-9728 & 5132-01-17-6934

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s) and the grantee's(s') heirs or successors and assigns, forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors, and administrators, to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

**WITNESS**, the grantor's(s') hand(s) and seal(s) this 29<sup>th</sup> day of October, 2010.

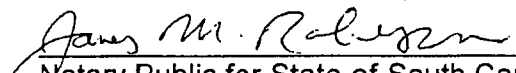
**SIGNED**, sealed and delivered  
in the presence of:

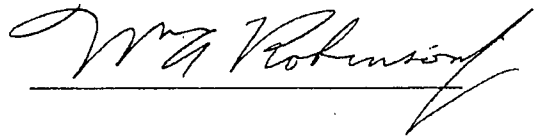
|                                                                                             |                                                                                                                          |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <br>_____  | <br>_____<br>Thomas R. Gilstrap (SEAL) |
| <br>_____ | <br>_____<br>Reba A. Gilstrap (SEAL)   |

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

**SWORN** to before me this 29<sup>th</sup>  
day of October, 2010.

  
\_\_\_\_\_  
Notary Public for State of South Carolina  
My Commission expires: 9-5-11



**ROBINSON LAW FIRM, P.A.**  
P. O. BOX 738  
EASLEY, SC 29641  
864.859.7501

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

)  
)  
)

AFFIDAVIT FOR EXEMPT TRANSFERS

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is known as 4.00 acre tract, Pickens County Tax Map Numbers 5132-01-07-9728 & 5132-01-17-6934, was transferred by Thomas R. Gilstrap and Reba A. Gilstrap to Jacob A. Gilstrap, Sherry Lynn H. Gilstrap, Tyler Leigh Holder, and Andrew Austin Gilsitrap, as joint tenants on October 29, 2010.
3. The deed is exempt from the deed recording fee because: #1
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

SWORN to before me this 29th  
day of October, 2010.

Jannie B. Schnide  
Notary Public for South Carolina  
My Commission expires: 5-8-19

James M. Reber

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 31°27'52" W | 17.04'   |
| L2   | S 32°00'37" W | 17.12'   |
| L3   | S 88°49'49" E | 88.27'   |
| L4   | N 39°53'59" E | 185.31'  |
| L5   | N 42°07'37" E | 122.11'  |
| L6   | N 48°07'25" E | 114.36'  |
| L7   | N 56°30'04" E | 72.52'   |
| L8   | N 87°22'03" E | 98.54'   |
| L9   | S 82°08'32" E | 15.75'   |
| L10  | S 52°19'33" E | 98.04'   |
| L11  | S 39°23'04" E | 179.42'  |
| L12  | S 47°48'56" E | 28.34'   |
| L13  | S 54°47'19" E | 109.98'  |
| L14  | S 61°16'40" E | 59.80'   |
| L15  | S 41°45'13" E | 60.35'   |
| L16  | S 83°30'34" E | 57.92'   |
| L17  | N 57°34'24" E | 274.14'  |
| L18  | N 13°14'03" E | 42.97'   |
| L19  | N 22°58'08" W | 42.46'   |
| L20  | N 49°52'41" W | 47.88'   |
| L21  | N 38°17'00" W | 33.49'   |
| L22  | N 22°57'05" W | 26.01'   |
| L23  | N 07°51'09" W | 42.18'   |
| L24  | N 21°23'00" E | 108.27'  |
| L25  | N 17°11'24" E | 97.57'   |
| L26  | N 16°48'07" E | 120.17'  |
| L27  | S 17°06'22" E | 53.82'   |
| L28  | S 16°46'07" W | 75.59'   |
| L29  | S 17°11'24" W | 98.78'   |
| L30  | S 21°23'00" W | 101.54'  |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L31  | S 07°51'09" E | 30.38'   |
| L32  | S 22°57'05" E | 18.00'   |
| L33  | S 38°17'00" E | 26.40'   |
| L34  | S 49°52'41" E | 52.01'   |
| L35  | S 22°58'06" E | 59.45'   |
| L36  | S 13°14'03" W | 65.00'   |
| L37  | S 57°34'24" W | 303.31'  |
| L38  | S 83°30'34" E | 80.83'   |
| L39  | S 41°45'13" E | 63.62'   |
| L40  | S 51°16'40" E | 56.38'   |
| L41  | S 54°47'19" E | 110.89'  |
| L42  | S 47°48'56" E | 30.38'   |
| L43  | S 39°23'04" E | 178.22'  |
| L44  | S 52°19'33" E | 26.41'   |
| L45  | S 87°22'03" W | 27.01'   |
| L46  | S 55°30'04" W | 67.47'   |
| L47  | S 48°07'25" W | 110.84'  |
| L48  | S 42°07'37" W | 119.95'  |
| L49  | S 39°53'59" W | 199.78'  |
| L50  | N 66°49'49" W | 119.65'  |

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

*B. L. Collins* 8-9-10  
BARRY L. COLLINS SCPLS #11903

THOMAS GILSTRAP  
525/106  
373/6

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A TITLE EXAMINATION... THIS PROPERTY IS SUBJECT TO ANY R/W, EASEMENTS, OR RESTRICTIONS OF RECORD OR ON THE PREMISES.

TMS-5132-01-07-9728 & 5132-01-17-6934  
REFERENCE DEEDS & PLATS AS NOTED.

THIS SURVEY CREATES A SUBDIVISION OF LAND AS SHOWN. THERE IS A NEW RIGHT OF WAY.

4.00 ACRES

LEGEND  
G.I.P.O. - GALVANIZED IRON PIPE OLD  
G.I.P.N. - GALVANIZED IRON PIPE NEW  
M/R - MANHOLE  
TR - TRANSFORMER  
F/H - FIRE HYDRANT  
O.E. - OVERHEAD ELECTRIC  
P/P - POWER POLE  
C.T. - CHANGED TOP IRON PIPE  
F/S - FENCE SERVICE  
C/B - CAYCE BASH  
S/P - SERVICE POLE  
C/O - CLEAT OUT  
CATV - CABLE TV  
PP - FENCE POST

THOMAS GILSTRAP  
393/33  
282/13

THOMAS GILSTRAP  
525/106  
373/6

THE SHARED DRIVEWAY AND ASSOCIATED RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE A PRIVATE ACCESS NOT OWNED, MAINTAINED, OR SUPERVISED BY PICKENS COUNTY AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY PICKENS COUNTY. ALL EASEMENTS SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY PICKENS COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED AS A PUBLIC ROAD IN ACCORDANCE WITH THE PICKENS COUNTY UNIFIED DEVELOPMENT ORDINANCE, AS AMENDED.

*[Signature]* 8/17/10  
RECORDED FOR RECORDING  
County, SC  
City Development  
12-2-10 Date Recd



VICINITY MAP NO SCALE

| STATE OF SOUTH CAROLINA<br>PICKENS COUNTY |                  |                                       |
|-------------------------------------------|------------------|---------------------------------------|
| DRAWN<br>BLC                              | DATE<br>07/09/10 | MAP OF SURVEY FOR<br>JAKE<br>GILSTRAP |
| APPROVED                                  | DATE<br>7/13/10  |                                       |
| SCALE<br>1" = 100'                        | SHEET            | PROJECT NO.<br>S1017                  |



BARRY L. COLLINS SCPLS #11903  
135 ARTIE DRIVE PICKENS, S.C. 29671  
(864) 878-6623

REVISED: 8/9/10 R.O.W., ROAD NAME



# Pickens County Assessors Office

|                                          |                                                 |                                 |                             |                                            |                               |
|------------------------------------------|-------------------------------------------------|---------------------------------|-----------------------------|--------------------------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a> | <a href="#">Search Sales By Map Grid</a>        | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Return to Main Search Page</a> | <a href="#">Assessor Home</a> |
| <b>Owner and Parcel Information</b>      |                                                 |                                 |                             |                                            |                               |
| <b>Owner Name</b>                        | GILSTRAP THOMAS R JR                            |                                 | <b>Today's Date</b>         | February 6, 2009                           |                               |
| <b>Mailing Address</b>                   | 1140 OLD DACUSVILLE RD<br>EASLEY, SC 29640-7962 |                                 | <b>Parcel Number</b>        | 5132-01-07-2731                            |                               |
| <b>Location Address</b>                  | 1140 OLD DACUSVILLE RD                          |                                 | <b>Account Number</b>       | R0004764                                   |                               |
| <b>Account Type</b>                      | Vacant Land                                     |                                 | <b>Extension</b>            |                                            |                               |
| <b>Property Type</b>                     |                                                 |                                 | <b>Tax District</b>         | 8 Dacusville                               |                               |
| <b>Subdivision</b>                       |                                                 |                                 | <b>Business Name</b>        | J09-00-032L                                |                               |
| <b>LEA Code</b>                          | 0023                                            |                                 | <b>Acres</b>                | 2.13                                       |                               |
| <b>Zoning</b>                            |                                                 |                                 | <b>Lot</b>                  |                                            |                               |
| <b>Legal Description</b>                 | E/SIDE OLD DACUSVILLE HWY                       |                                 | <b>Parcel Map</b>           | <a href="#">Show Parcel Map</a>            |                               |

[Generate Owner List By Radius](#)

|                                      |                                |                       |                                        |                                 |
|--------------------------------------|--------------------------------|-----------------------|----------------------------------------|---------------------------------|
| <b>Preliminary Value Information</b> |                                |                       |                                        |                                 |
| <b>Total Market Value</b>            | <b>Taxable Appraised Value</b> | <b>Assessed Value</b> | <b>Classification</b>                  | <a href="#">Tax Information</a> |
| \$ 20,000                            | \$ 20,000                      | \$ 800                | Legal Residence<br>No Agricultural Use |                                 |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

| <b>Sales Information</b>                 |      |      |            |                  |                      |
|------------------------------------------|------|------|------------|------------------|----------------------|
| Date                                     | Book | Page | Sale Price | Grantor Name     | Grantee Name         |
| 1989-12-18<br><a href="#">Deed Image</a> | 10L  | 494  | \$ 1       | GILSTRAP ADDIE T | GILSTRAP ADDIE T     |
| 1989-03-15<br><a href="#">Deed Image</a> | 64   | 91   | \$ 5,000   | GILSTRAP ADDIE T | GILSTRAP THOMAS R JR |

[Comparative Market Analysis](#)

| <b>Improvement Information</b>                         |  |
|--------------------------------------------------------|--|
| No improvement information associated with this parcel |  |

| <b>Mobile Home Accounts on Parcel</b> |                     |              |                 |            |              |       |        |
|---------------------------------------|---------------------|--------------|-----------------|------------|--------------|-------|--------|
| Account Number                        | Owner               | Title Number | Serial Number   | Year Built | Manufacturer | Width | Length |
| M0004340                              | GILSTRAP PATRICIA A |              | GATLS35AB11056H | 1996       | FLEETWOOD    | 28    | 60     |
| M0007644                              | SMITH JASON         |              | GAFLW34AB2832OK | 1999       | FLEETWOOD    | 22    | 52     |

|                                                    |                                          |                                 |                             |                                            |                               |
|----------------------------------------------------|------------------------------------------|---------------------------------|-----------------------------|--------------------------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a>           | <a href="#">Search Sales By Map Grid</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Return to Main Search Page</a> | <a href="#">Assessor Home</a> |
| Number of Property Record Card Searches: 3,227,750 |                                          |                                 |                             |                                            |                               |

The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: February 1, 2009

© 2008 by the County of Pickens, SC | Website design by [qpublic.net](http://qpublic.net)

PLAINTIFF'S  
EXHIBIT

14

# Pickens County Assessor's Office

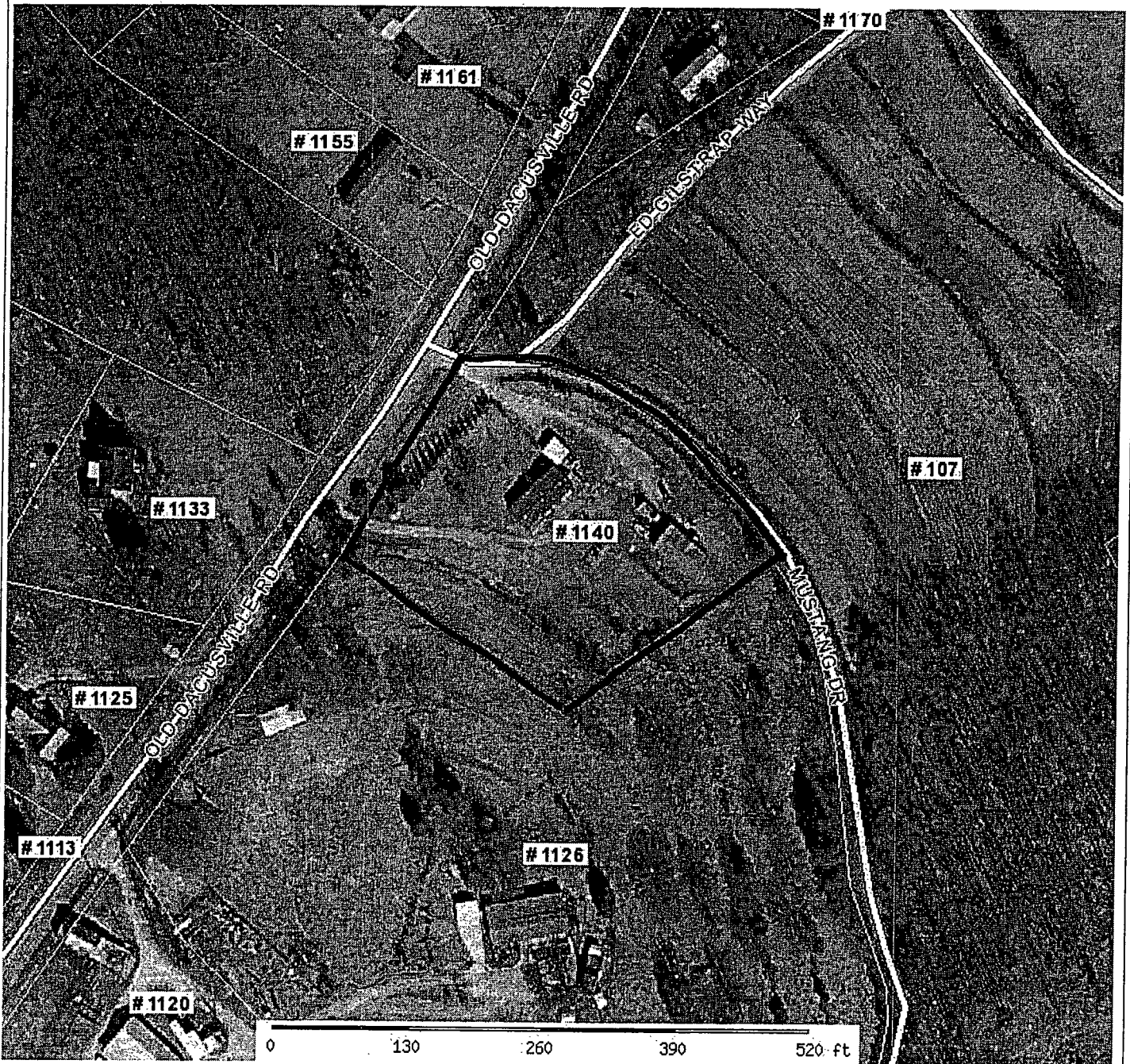


**Account No:** R0004764  
**Parcel No:** 5132-01-07-2731  
**Tax Area:** 8 Dacusville  
**Acres:** 2.13  
**Deed:** 64/91

**Owner Name:** GILSTRAP THOMAS R JR  
**Mailing Address:** 1140 OLD DACUSVILLE RD  
EASLEY, SC 296407962

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** E/SIDE OLD DACUSVILLE HWY  
**Situs Address:** 1140 OLD DACUSVILLE RD





STATE OF SOUTH CAROLINA }  
COUNTY OF PICKENS }

550

KNOW ALL MEN BY THESE PRESENTS, that I (We) Addie T. Gilstrap

in consideration of the sum of Five Thousand and No/100ths (\$5,000.00) ----- DOLLARS,  
to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said  
Thomas R. Gilstrap, Jr., his heirs and assigns, forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, near Dacusville containing 2.13 acres according to a plat by Plumblee Surveying, dated March 11, 1989, entitled "Survey for Thomas R. Gilstrap, Jr.", recorded in Plat Book 39 at page 44-B and having according to said plat the following courses and distances:

BEGINNING at an iron pin in the center of Old Dacusville Road at the corner of other property of the grantor herein and running thence along the center of Old Dacusville Road North 32-28 East 210.1 feet to a nail and cap; thence turning and running along the center of 20 foot dirt road, the following courses and distances: South 85-51 East 106.7 feet, South 76-30 East 65.1 feet, South 59-43 East 70.0 feet, South 46-41 East 100.0 feet, South 38-11 East 80.0 feet to an iron pin in center line of road; thence South 54-53 West 258.6 feet to an iron pin; thence North 57-32 West 300.5 feet to the point of BEGINNING.

This is a portion of the property conveyed to Addie T. Gilstrap by deed of Ed Gilstrap dated 1-10-64, recorded in Deed Book 10-L at page 494, OCC of Clerk of Court for Pickens County, South Carolina.

Grantees mailing address: <sup>mail</sup> Thomas R. Gilstrap, Jr.  
Rt. 2 B 593  
Old Dacusville Rd.  
Easley, S.C. 29640



005515  
OLIVER A. GENTRY  
FILED  
MAR 4 12 52 PM '89  
CLERK OF COURT  
PICKENS, S.C.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)' heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)' heirs or successors and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the grantor(s)' hand(s) and seal(s) this 15th day of March 19 89

SIGNED, sealed and delivered in the presence of:

Ann K. Wilkerson  
Mary N. Parker

Addie T. Gilstrap (SEAL)  
Addie T. Gilstrap (SEAL)  
(SEAL)  
(SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF PICKENS }

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s)' act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

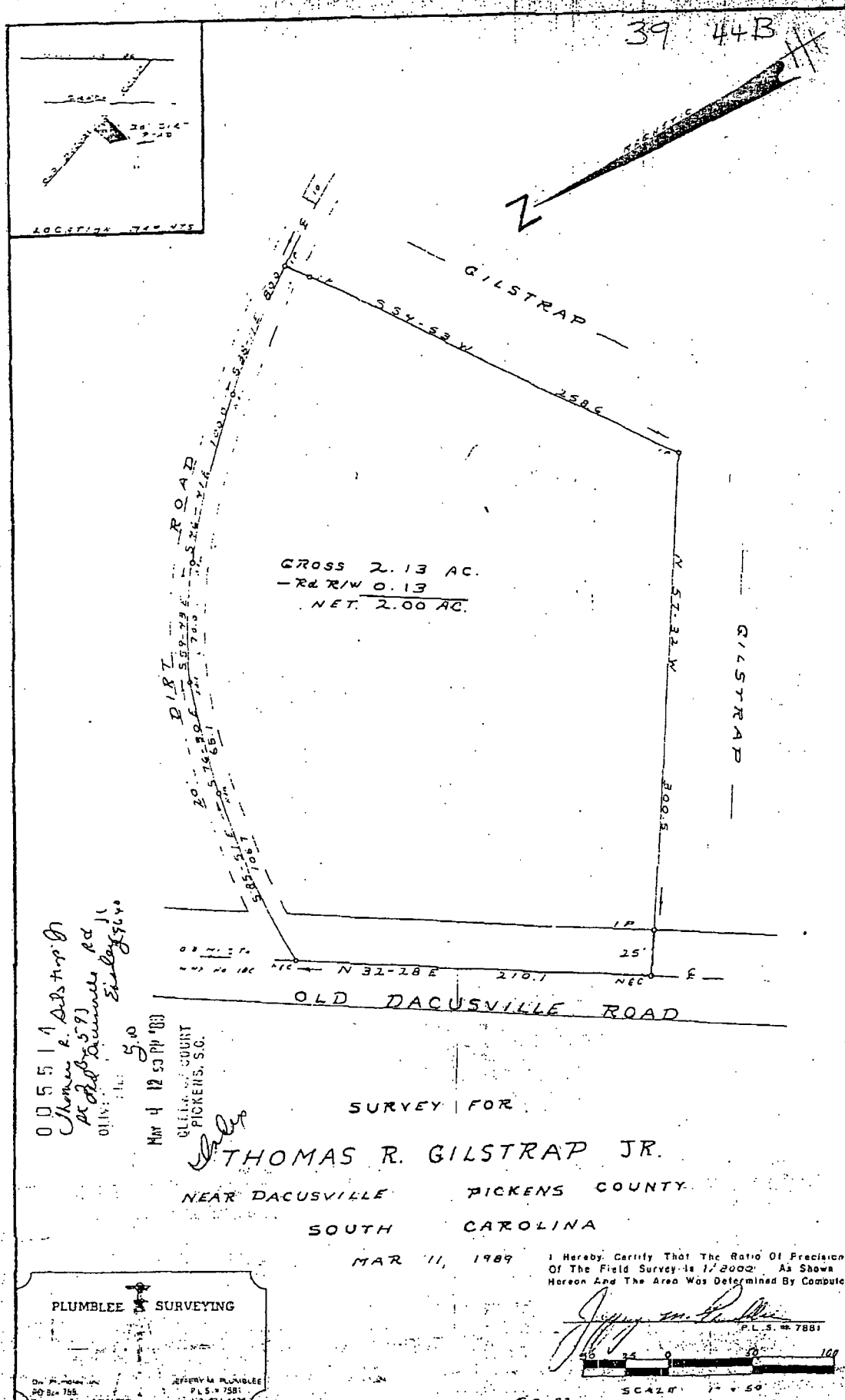
SWORN to before me this 15th day of March 19 89

Mary N. Parker (SEAL)  
Notary Public for South Carolina

My commission expires: 3/10/90

Ann K. Wilkerson







# Pickens County Assessors Office

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Return to Main Search Page](#)
[Assessor Home](#)

## Owner and Parcel Information

|                          |                                            |                       |                                 |
|--------------------------|--------------------------------------------|-----------------------|---------------------------------|
| <b>Owner Name</b>        | GILSTRAP THOMAS R SR                       | <b>Today's Date</b>   | February 6, 2009                |
| <b>Mailing Address</b>   | 1126 OLD DACUSVILLE RD<br>EASLEY, SC 29640 | <b>Parcel Number</b>  | 5132-01-06-2512                 |
| <b>Location Address</b>  | 1120 OLD DACUSVILLE RD                     | <b>Account Number</b> | R0004770                        |
| <b>Account Type</b>      | Res Com                                    | <b>Extension</b>      |                                 |
| <b>Property Type</b>     | Mobile Home                                | <b>Tax District</b>   | 8 Dacusville                    |
| <b>Subdivision</b>       |                                            | <b>Business Name</b>  | J09-00-032M                     |
| <b>LEA Code</b>          | 0010                                       | <b>Acres</b>          | 11.83                           |
| <b>Zoning</b>            |                                            | <b>Lot</b>            |                                 |
| <b>Legal Description</b> | ESIDE OLD DACUSVILLE HWY                   | <b>Parcel Map</b>     | <a href="#">Show Parcel Map</a> |

[Generate Owner List By Radius](#)

## Preliminary Value Information

|                           |                                |                       |                                     |                        |
|---------------------------|--------------------------------|-----------------------|-------------------------------------|------------------------|
| <b>Total Market Value</b> | <b>Taxable Appraised Value</b> | <b>Assessed Value</b> | <b>Classification</b>               | <b>Tax Information</b> |
| \$ 165,680                | \$ 119,734                     | \$ 6,100              | Legal Residence<br>Agricultural Use |                        |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

## Sales Information

| Date                                     | Book | Page | Sale Price | Grantor Name     | Grantee Name         |
|------------------------------------------|------|------|------------|------------------|----------------------|
| 1989-12-18<br><a href="#">Deed Image</a> | 10L  | 494  | \$ 1       | GILSTRAP ADDIE T | GILSTRAP ADDIE T     |
| 1989-03-29<br><a href="#">Deed Image</a> | 61   | 95   | \$ 10,000  | GILSTRAP ADDIE T | GILSTRAP THOMAS R SR |

[Comparative Market Analysis](#)

## Improvement Information Hide Amenities

| Building ID | Built As           | Year Built     | Exterior           | HVAC                    | Foundation       | Roof Type    | Roof Cover          |
|-------------|--------------------|----------------|--------------------|-------------------------|------------------|--------------|---------------------|
| 1           | Double Wide        | 1999           | Metal Siding       | Gas Pack                | Crawl Space      |              | Composition Shingle |
|             | <b>Square Feet</b> | <b>Stories</b> | <b>Occupancy</b>   | <b>Total # of Rooms</b> | <b>Bed Rooms</b> | <b>Baths</b> |                     |
|             | 2128               | 1              | 6% Commercial Bldg | 6                       | 3                | 2.00         |                     |

### Amenities

| Type      | Description      | Units |
|-----------|------------------|-------|
| Add On    | Barn Wood        | 1     |
| Appliance | Fireplace Single | 1     |
| Fixture   | Full Bath        | 2     |
| Porch     | Wood Deck        | 141   |
| Porch     | Wood Deck        | 20    |
| Porch     | Wood Deck        | 160   |

| Building ID | Built As           | Year Built     | Exterior           | HVAC                    | Foundation       | Roof Type    | Roof Cover |
|-------------|--------------------|----------------|--------------------|-------------------------|------------------|--------------|------------|
| 2           | Storage Warehouse  | 1996           |                    | Unknown                 |                  | Gable        |            |
|             | <b>Square Feet</b> | <b>Stories</b> | <b>Occupancy</b>   | <b>Total # of Rooms</b> | <b>Bed Rooms</b> | <b>Baths</b> |            |
|             | 2100               | 1              | 6% Commercial Bldg | 0                       | 0                | .00          |            |

## Mobile Home Accounts on Parcel

| Account Number | Owner             | Title Number | Serial Number | Year Built | Manufacturer | Width | Length |
|----------------|-------------------|--------------|---------------|------------|--------------|-------|--------|
| M0000214       | GILSTRAP THOMAS R |              | 5577          | 1983       | IGADIER      | 14    | 60     |

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Return to Main Search Page](#)
[Assessor Home](#)

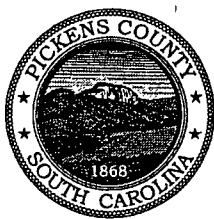
Number of Property Record Card Searches: 3,227,757

The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. W  
February 1, 2009

© 2008 by the County of Pickens, SC | Website design by qpublic.net

PLAINTIFF'S  
EXHIBIT

15



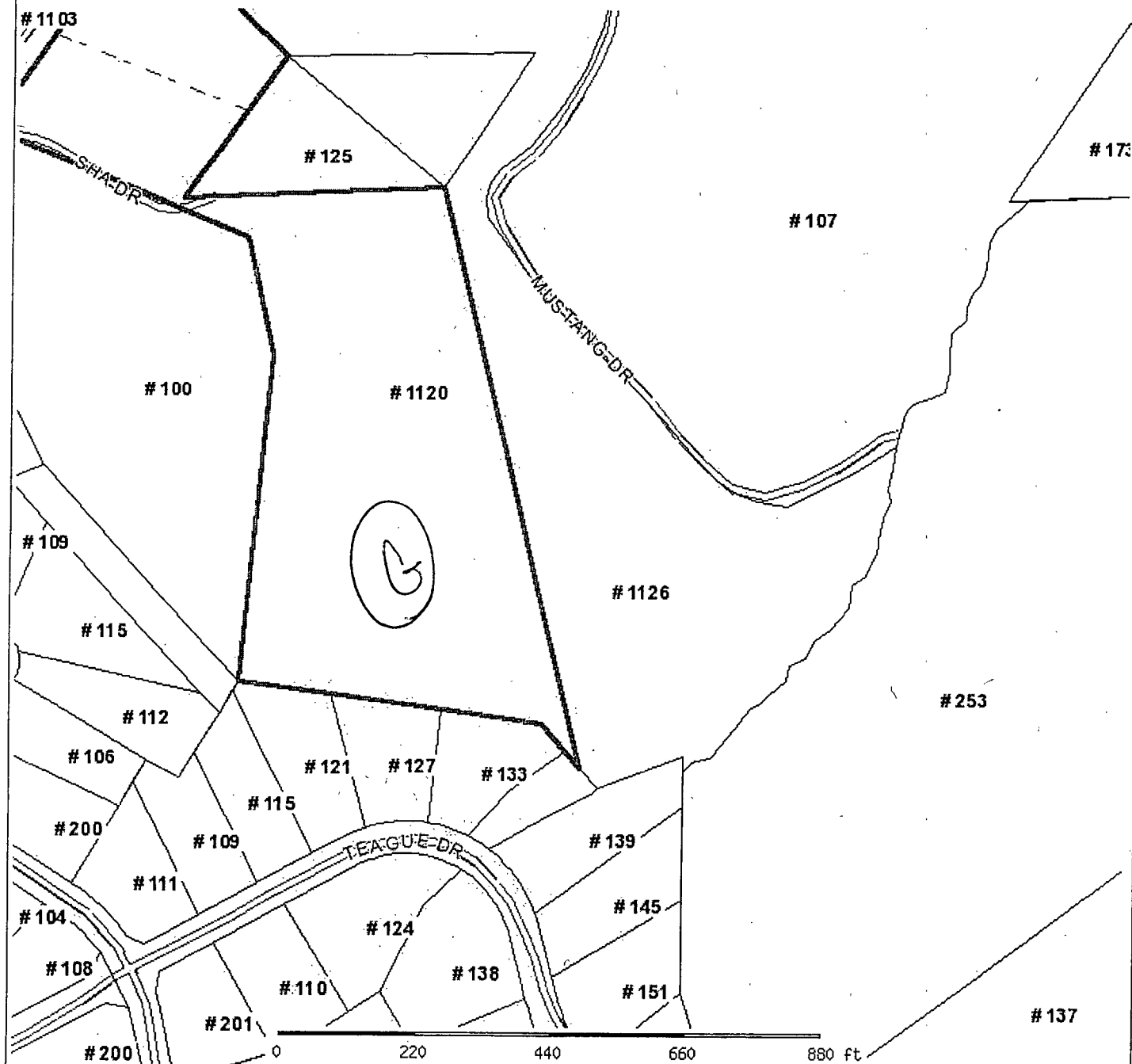
## Pickens County Assessor's Office

**Account No:** R0004770  
**Parcel No:** 5132-01-06-2512  
**Tax Area:** 8 Dacusville  
**Acres:** 11.83  
**Deed:** 61/95

**Owner Name:** GILSTRAP THOMAS  
R SR  
**Mailing Address:** 1126 OLD  
DACUSVILLE RD  
EASLEY, SC 29640

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** ESIDE OLD DACUSVILLE  
HWY  
**Situs Address:** 1120 OLD DACUSVILLE  
RD



2200

JOHN T. GENTRY  
Attorney At Law - Pickens, South Carolina

STATE OF SOUTH CAROLINA }  
COUNTY OF PICKENS

NO TITLE EXAM

L. T. 110

KNOW ALL MEN BY THESE PRESENTS, that I (We) Addie Gilstrap

In consideration of the sum of Ten Thousand (\$10,000.00) Dollars DOLLARS

to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

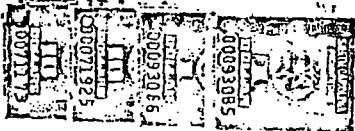
Thomas R. Gilstrap, Sr., his heirs and assigns, forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located near Dacusville on Old Dacusville Road, being shown and designated as 10.0 acres, more or less, on plat prepared by Arbor Engineering, dated November 24, 1981, entitled "Property Survey for Thomas R. Gilstrap", recorded in Plat Book 39 at page 2-B, reference to which is hereby craved for a more complete and accurate description.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located near Dacusville on Old Dacusville Road, being shown and designated as 1.83 acres, more or less, according to plat prepared by Arbor Engineering, dated February 12, 1985, entitled "Property Survey for Thomas R. Gilstrap", recorded in Plat Book 37 at page 3-A, reference to which is hereby craved for a more complete and accurate description.

This being a portion of the property conveyed to Addie Gilstrap by deed of J. Ed Gilstrap, dated January 10, 1964, recorded in Deed Book 10-L at page 484, in the Office of the Clerk of Court for Pickens County, South Carolina.

Grantees address: Post Office Box 7572  
Branwood Station  
Greenville, SC 29610



003900  
OLIVER A. NEAL  
FILED  
MAR 29 3 36 PM '88  
CLERK OF COURT  
PICKENS, S.C.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)' heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor(s)' hand(s) and seal(s) this 29th day of March 1988

(SIGNED, sealed and delivered in the presence of:

*[Handwritten signatures of witnesses]*

*Addie Gilstrap* (SEAL)  
Addie Gilstrap (SEAL)  
(SEAL)  
(SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF PICKENS

PROBATE

Personally appeared the undersigned witness and made oath that (s/he) saw the within named grantor(s) sign, seal and as the grantor(s)' act and deed deliver the within written deed and that (s/he), with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 29th day of March 1988

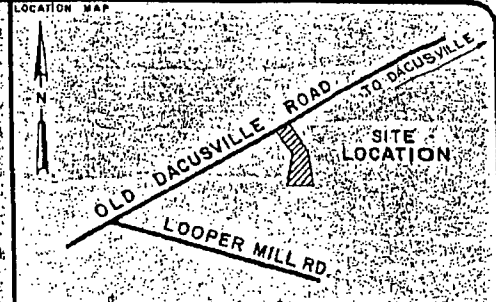
Notary Public for South Carolina

My commission expires: 11-5-90

*[Handwritten signature of Notary Public]* (SEAL)

003901  
 Thomas R. Gilstrap Jr.  
 David B. B. B.  
 Oliver B. B. B.  
 FILED 50  
 MAR 29 3 37 PM '89  
 CLERK OF COURT  
 PICKENS, S.C.

MAGNETIC



**CERTIFICATION**  
 1. ( ) This is to certify that the bearings and distances, and or measurements, shown on this plat are correct, and that all rights of way, easements, and encroachments, obvious and apparent, from field observation of the subject property at the time of the survey are as shown.  
 2. ( ) This is to certify that the area of the subject property shown on this plat was computed by the coordinate method of area calculation and that this is a CLASS 2 survey.  
 3. ( ) The Department of Housing and Urban Development Flood Way Data for Greenville County shows this property ( ) to be in a flood plain, ( ) not to be in a flood plain, ( ) location cannot be determined.  
 Signature: *William N. Edwards*  
 7261 REG. NUMBER DATE: 12/1/81

**REFERENCES**

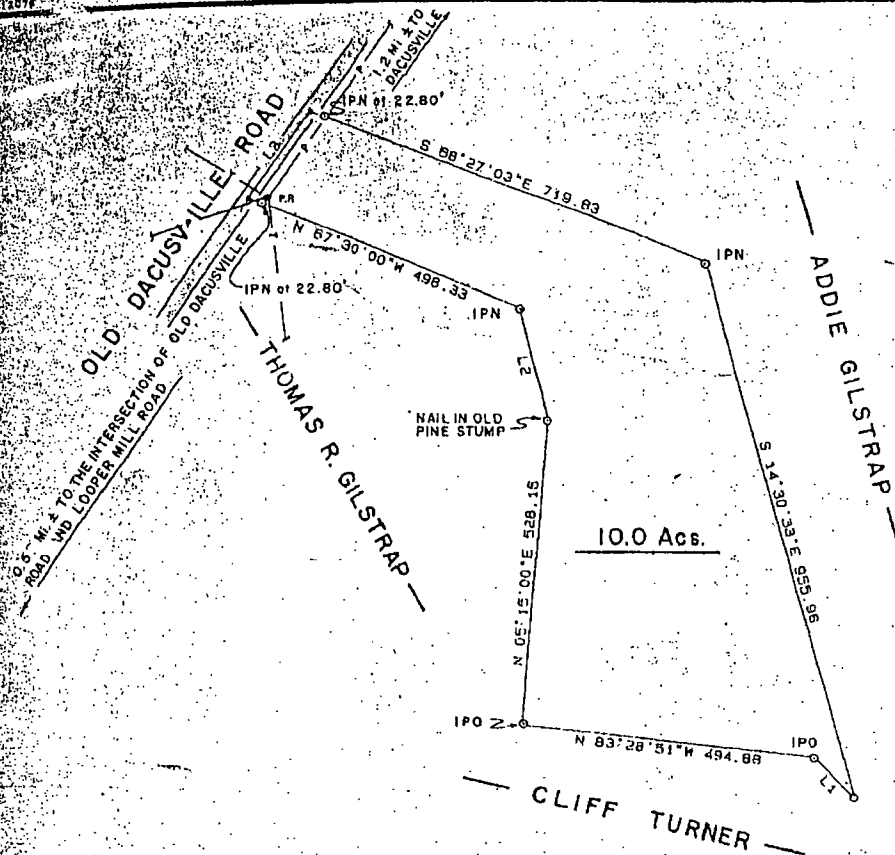
|          |             |           |                |
|----------|-------------|-----------|----------------|
| PB 3-150 | DB 10L-494  | BB J-9-32 | JOHNO.         |
| PB       | DB 12 E-54  | BB J-9-33 | JOHNO.         |
| PB       | DB 12 K-619 |           | JOHNO.         |
| PB       | DB          |           | JOHNO. 81258-A |

**PROPERTY SURVEY FOR  
 THOMAS R. GILSTRAP**  
 LOCATED NEAR DACUSVILLE  
 ON OLD DACUSVILLE ROAD

PICKENS CO. SOUTH CAROLINA  
 GRAPHIC SCALE 0 200 400

|          |               |               |           |           |
|----------|---------------|---------------|-----------|-----------|
| RESEARCH | DRAWN         | CHECK         | DATE      | SCALE     |
| TAG      | WNS           | WNS           | 24 NOV 81 | 1" = 200' |
| FILE     | FIELD WORK BY | JOB NO. 81258 |           |           |

**ARBOR ENGINEERING**  
 P.O. BOX 263, GREENVILLE, S.C.  
 LANDSCAPE ARCHITECTS-ENGINEERS-LAND SURVEYORS



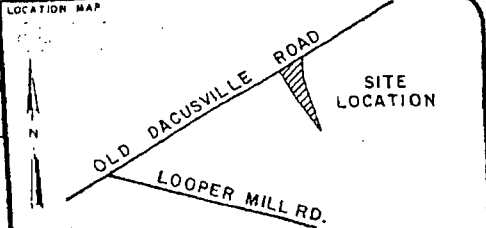
| LINE | BEARING         | DISTANCE |
|------|-----------------|----------|
| 1    | N 42° 17' 20" W | 102.77   |
| 2    | N 12° 30' 00" W | 196.00   |
| 3    | N 34° 48' 28" E | 183.14   |

NOTES  
THERE IS A UTILITY AND DRAINAGE EASEMENT ALONG EACH SIDE OF ALL SIDE PROPERTY LINES, AND A EASEMENT ALONG EACH SIDE OF REAR PROPERTY LINES

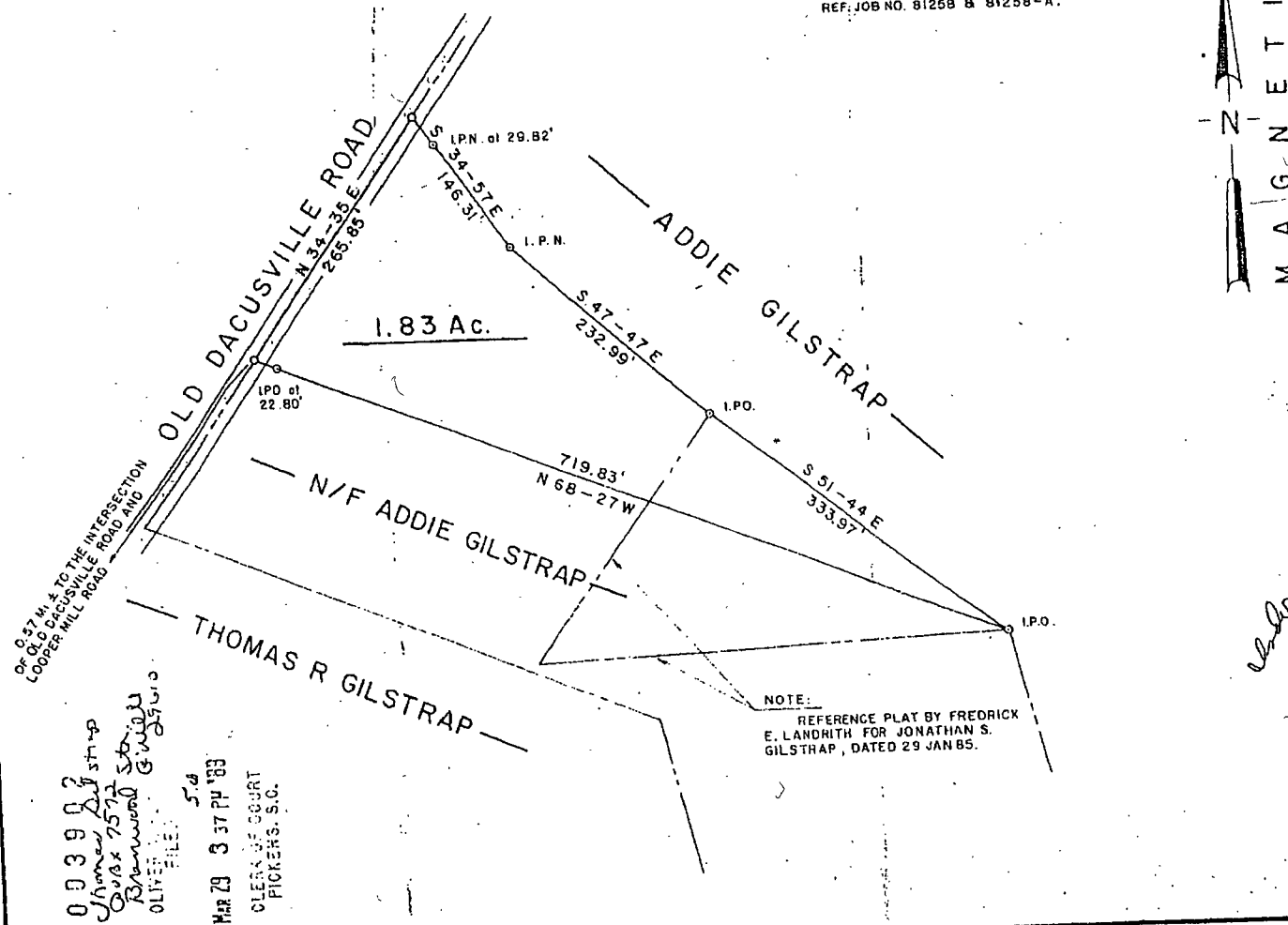
| REVISIONS AND RECERTIFICATIONS |    |      |             |                   |
|--------------------------------|----|------|-------------|-------------------|
| NO                             | BY | DATE | DESCRIPTION | JOB NO. REFERENCE |
| 1                              |    |      |             |                   |
| 2                              |    |      |             |                   |
| 3                              |    |      |             |                   |
| 4                              |    |      |             |                   |
| 5                              |    |      |             |                   |

| REFERENCES |            |          |                    |
|------------|------------|----------|--------------------|
| BB J-9-32  | OR 10L-494 | PB 3-150 | ADDIE GILSTRAP     |
| BB J-9-33  | DB 12E-54  | PB       | CLIFF TURNER       |
| BB         | DB 12K-519 | PB       | THOMAS R. GILSTRAP |
| BB         | DB         | PB       |                    |
| BB         | DB         | PB       |                    |

REFERENCE PLATS BY ARBOR ENGINEERING FOR THOMAS R. GILSTRAP, DATED 24 NOV. 81 AND REF. JOB NO. 81258 & 81258-A.



MAGNETIC



**CERTIFICATION**  
THIS IS TO CERTIFY TO THOMAS R. GILSTRAP THAT AN ACTUAL FIELD SURVEY WAS PERFORMED ON THIS PROPERTY UNDER MY SUPERVISION AND I DECLARE THAT:  
(1) THE FIELD SURVEY AND THIS PLAT REPRESENT A DEPENDENT RESURVEY OF THE SUBJECT PROPERTY AND THAT THE INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.  
(2) ALL RIGHTS OF WAY, EASEMENTS AND ENCROACHMENTS, OBVIOUS AND APPARENT FROM FIELD OBSERVATION OF THE SUBJECT PROPERTY AT THE TIME OF THE SURVEY ARE AS SHOWN.  
(3) THE AREA OF THE SUBJECT PROPERTY WAS CALCULATED BY COORDINATES AND THAT THIS IS A CLASS 2 SURVEY.  
*William V. Anderson* 125855 722-1  
SIGNATURE OF REGISTERED LAND SURVEYOR DATE SC REG. NO.

THIS IS TO CERTIFY TO THAT THIS DRAWING IS A COMPOSITE PLAT AND DOES NOT CONSTITUTE AN ACTUAL FIELD SURVEY, AND THAT ANY USE OF THIS DRAWING FOR ANY PURPOSE OTHER THAN GENERAL REFERENCE IS DONE SO WITH THE UNDERSTANDING THAT ARBOR ENGINEERING INC. ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ITS ACCURACY OR CORRECTNESS.

SIGNATURE OF REGISTERED LAND SURVEYOR DATE SC REG. NO.  
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FLOOD MAP DATA FOR GREENVILLE COUNTY SHOWS THIS PROPERTY ☐ TO BE IN A FLOOD PLAIN AREA ☒ NOT TO BE IN A FLOOD PLAIN AREA  
☐ LOCATION CANNOT BE DETERMINED  
THIS PLAT DOES NOT CONSTITUTE OR WARRANT COMPLIANCE OR NON-COMPLIANCE WITH ANY ZONING OR BUILDING REGULATION, MUNICIPAL ORDINANCE OR SUBDIVISION REGULATION UNLESS SPECIFICALLY STATED ELSEWHERE ON THIS DRAWING.

**PROPERTY SURVEY FOR THOMAS R. GILSTRAP**

LOCATED NEAR DACUSVILLE ON OLD DACUSVILLE ROAD  
GREENVILLE SOUTH CAROLINA

|              |                       |                 |                  |
|--------------|-----------------------|-----------------|------------------|
| RESEARCH TAG | DRAWN WNS             | CHECK TAG       | DATE 12 FEB 1985 |
| FILE         | FIELD WORK BY WCM-TAG | JOB NO. 81258-B |                  |

**ARBOR ENGINEERING**  
P.O. BOX 263, GREENVILLE, S.C.  
LANDSCAPE ARCHITECTS-ENGINEERS-LAND SURVEYORS

003902  
Inman Dist. 2nd  
Box 7572  
Barnwell Co. S.C.  
OLIVER FILE  
5/4  
MAR 29 3 37 PM '83  
CLERK OF COURT  
PICKENS, S.C.



# Pickens County Assessors Office

|                                          |                                                            |                                 |                                 |                                            |                               |
|------------------------------------------|------------------------------------------------------------|---------------------------------|---------------------------------|--------------------------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a> | <a href="#">Search Sales By Map Grid</a>                   | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a>     | <a href="#">Return to Main Search Page</a> | <a href="#">Assessor Home</a> |
| <b>Owner and Parcel Information</b>      |                                                            |                                 |                                 |                                            |                               |
| <b>Owner Name</b>                        | GILSTRAP THOMAS R                                          | <b>Today's Date</b>             | February 6, 2009                |                                            |                               |
| <b>Mailing Address</b>                   | 1126 OLD DACUSVILLE RD                                     | <b>Parcel Number</b>            | 5122-02-96-7390                 |                                            |                               |
|                                          | EASLEY, SC 29640                                           | <b>Account Number</b>           | R0016056                        |                                            |                               |
| <b>Location Address</b>                  |                                                            | <b>Extension</b>                |                                 |                                            |                               |
| <b>Account Type</b>                      | Vacant Land                                                | <b>Tax District</b>             | 8 Dacusville                    |                                            |                               |
| <b>Property Type</b>                     |                                                            | <b>Business Name</b>            | J09-00-433G                     |                                            |                               |
| <b>Subdivision</b>                       | BONAVENTURE GLEN                                           | <b>Acres</b>                    | .62                             |                                            |                               |
| <b>LEA Code</b>                          | 0005                                                       | <b>Lot</b>                      | 012                             |                                            |                               |
| <b>Zoning</b>                            |                                                            | <b>Parcel Map</b>               | <a href="#">Show Parcel Map</a> |                                            |                               |
| <b>Legal Description</b>                 | N/SIDE BONAVENTURE GLEN CT LOT 13 PLAT 251/20, PLAT 25/673 |                                 |                                 |                                            |                               |

[Generate Owner List By Radius](#)

|                                                                                                                           |                                |                       |                                         |                                 |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------|-----------------------------------------|---------------------------------|
| <b>Preliminary Value Information</b>                                                                                      |                                |                       |                                         |                                 |
| <b>Total Market Value</b>                                                                                                 | <b>Taxable Appraised Value</b> | <b>Assessed Value</b> | <b>Classification</b>                   | <a href="#">Tax Information</a> |
| \$ 5,000                                                                                                                  | \$ 500                         | \$ 20                 | Not Legal Residence<br>Agricultural Use |                                 |
| Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes. |                                |                       |                                         |                                 |

|                                          |             |             |                   |                            |                                   |
|------------------------------------------|-------------|-------------|-------------------|----------------------------|-----------------------------------|
| <b>Sales Information</b>                 |             |             |                   |                            |                                   |
| <b>Date</b>                              | <b>Book</b> | <b>Page</b> | <b>Sale Price</b> | <b>Grantor Name</b>        | <b>Grantee Name</b>               |
| 1997-01-06<br><a href="#">Deed Image</a> | 356         | 304         | \$ 4,500          | HASKETT REALTY CORPORATION | GILSTRAP THOMAS R GILSTRAP REBA A |
| 1996-10-07<br><a href="#">Deed Image</a> | 342         | 288         | \$ 60,000         | BONAVENTURE GLEN INC       | HASKETT REALTY CORPORATION        |

[Comparative Market Analysis](#)

|                                                        |  |  |  |  |  |
|--------------------------------------------------------|--|--|--|--|--|
| <b>Improvement Information</b>                         |  |  |  |  |  |
| No improvement information associated with this parcel |  |  |  |  |  |

|                                                    |                                          |                                 |                             |                                            |                               |
|----------------------------------------------------|------------------------------------------|---------------------------------|-----------------------------|--------------------------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a>           | <a href="#">Search Sales By Map Grid</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Return to Main Search Page</a> | <a href="#">Assessor Home</a> |
| Number of Property Record Card Searches: 3,227,764 |                                          |                                 |                             |                                            |                               |

The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: February 1, 2009

© 2008 by the County of Pickens, SC | Website design by [qpublic.net](#)

PLAINTIFF'S  
EXHIBIT

16

# Pickens County Assessor's Office

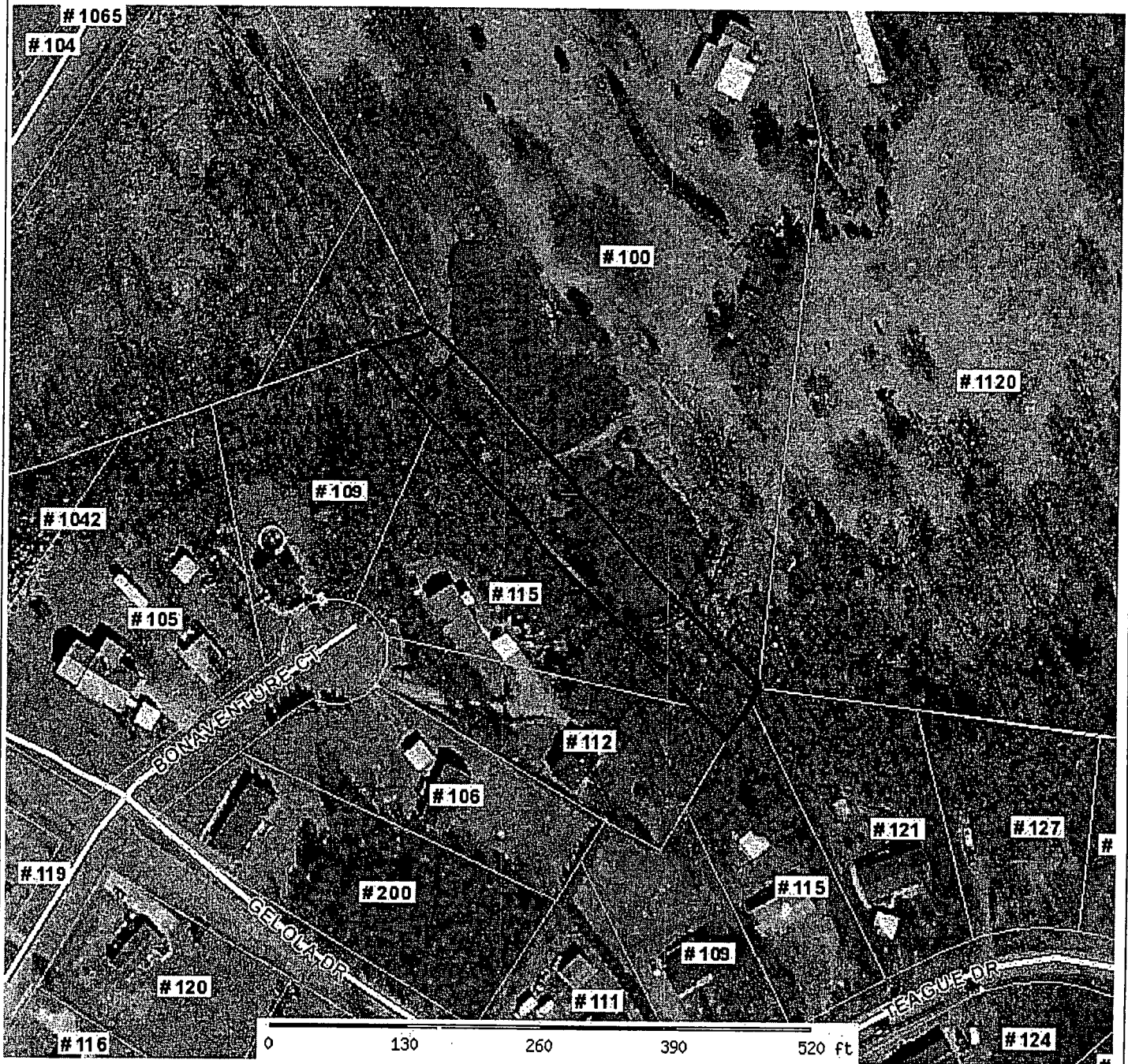


**Account No:** R0016056  
**Parcel No:** 5122-02-96-7390  
**Tax Area:** 8 Dacusville  
**Acres:** 0.62  
**Deed:** 342/288

**Owner Name:** GILSTRAP THOMAS R  
**Mailing Address:** 1126 OLD DACUSVILLE RD EASLEY, SC 29640

The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.

**Legal Description:** N/SIDE BONAVENTURE GLEN CT LOT 13 PLAT 251/20, PLAT 25/673  
**Situs Address:**







# Pickens County Assessors Office

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Return to Main Search Page](#)
[Assessor Home](#)

## Owner and Parcel Information

|                          |                           |                       |                                 |
|--------------------------|---------------------------|-----------------------|---------------------------------|
| <b>Owner Name</b>        | GILSTRAP THOMAS R SR      | <b>Today's Date</b>   | February 6, 2009                |
| <b>Mailing Address</b>   | 1126 OLD DACUSVILLE RD    | <b>Parcel Number</b>  | 5122-02-96-7770                 |
|                          | EASLEY, SC 29640          | <b>Account Number</b> | R0004727                        |
| <b>Location Address</b>  | 100 SHA DR                | <b>Extension</b>      |                                 |
| <b>Account Type</b>      | Residential               | <b>Tax District</b>   | 8 Dacusville                    |
| <b>Property Type</b>     | Residential               | <b>Business Name</b>  | J09-00-032B                     |
| <b>Subdivision</b>       |                           | <b>Acres</b>          | 6.51                            |
| <b>LEA Code</b>          | 0006.5                    | <b>Lot</b>            |                                 |
| <b>Zoning</b>            |                           | <b>Parcel Map</b>     | <a href="#">Show Parcel Map</a> |
| <b>Legal Description</b> | E/SIDE OLD DACUSVILLE HWY |                       |                                 |

[Generate Owner List By Radius](#)

## Preliminary Value Information

|                           |                                |                       |                                         |                        |
|---------------------------|--------------------------------|-----------------------|-----------------------------------------|------------------------|
| <b>Total Market Value</b> | <b>Taxable Appraised Value</b> | <b>Assessed Value</b> | <b>Classification</b>                   | <b>Tax Information</b> |
| \$ 115,805                | \$ 97,065                      | \$ 5,810              | Not Legal Residence<br>Agricultural Use |                        |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

## Sales Information

|                                          |             |             |                   |                     |                      |
|------------------------------------------|-------------|-------------|-------------------|---------------------|----------------------|
| <b>Date</b>                              | <b>Book</b> | <b>Page</b> | <b>Sale Price</b> | <b>Grantor Name</b> | <b>Grantee Name</b>  |
| 1981-11-04<br><a href="#">Deed Image</a> | 13Z         | 809         | \$ 1              |                     | GILSTRAP THOMAS R SR |

[Comparative Market Analysis](#)

## Improvement Information Hide Amenities

| Building ID | Built As           | Year Built     | Exterior         | HVAC      | Foundation              | Roof Type        | Roof Cover          |
|-------------|--------------------|----------------|------------------|-----------|-------------------------|------------------|---------------------|
| 1           | Ranch 1 Story      | 0              | Frame Vinyl      | Fwa/No Ac | Crawl Space             | Gable            | Composition Shingle |
|             | <b>Square Feet</b> | <b>Stories</b> | <b>Occupancy</b> |           | <b>Total # of Rooms</b> | <b>Bed Rooms</b> | <b>Baths</b>        |
|             | 1368               | 1              | 6% House         |           | 6                       | 3                | 1.00                |

### Amenities

| Type    | Description  | Units |
|---------|--------------|-------|
| Fixture | Full Bath    | 1     |
| Porch   | Covered      | 224   |
| Porch   | Slab w/Steps | 60    |

| Building ID | Built As           | Year Built     | Exterior         | HVAC    | Foundation              | Roof Type        | Roof Cover          |
|-------------|--------------------|----------------|------------------|---------|-------------------------|------------------|---------------------|
| 2           | Ranch 1 Story      | 1945           | Frame Vinyl      | Unknown | Crawl Space             | Gable            | Composition Shingle |
|             | <b>Square Feet</b> | <b>Stories</b> | <b>Occupancy</b> |         | <b>Total # of Rooms</b> | <b>Bed Rooms</b> | <b>Baths</b>        |
|             | 2340               | 1.5            | 6% House         |         | 15                      | 3                | 1.10                |

### Amenities

| Type    | Description | Units |
|---------|-------------|-------|
| Fixture | Full Bath   | 1     |
| Fixture | Half Bath   | 1     |

## Mobile Home Accounts on Parcel

| Account Number | Owner             | Title Number | Serial Number  | Year Built | Manufacturer | Width | Length |
|----------------|-------------------|--------------|----------------|------------|--------------|-------|--------|
| M0008672       | GILSTRAP THOMAS R |              | GAFL75A11513WE | 1991       | FLEETWOOD    | 14    | 76     |

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Return to Main Search Page](#)
[Assessor Home](#)

Number of Property Record Card Searches: 3,227,754

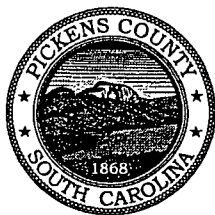
The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: February 1, 2009

© 2008 by the County of Pickens, SC | Website design by qpublic.net

**PLAINTIFF'S  
EXHIBIT**

17

# Pickens County Assessor's Office

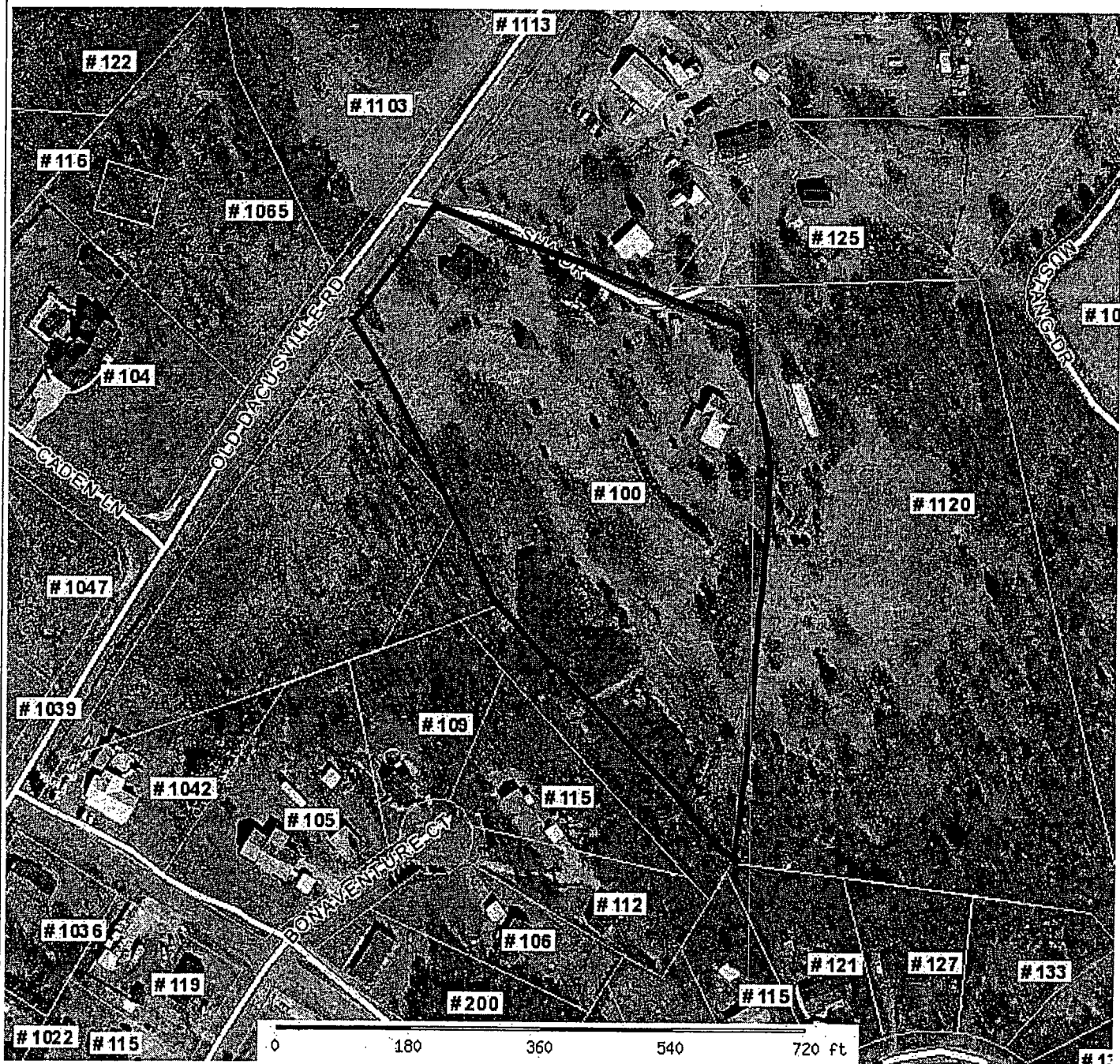


**Account No:** R0004727  
**Parcel No:** 5122-02-96-7770  
**Tax Area:** 8 Dacusville  
**Acres:** 6.51  
**Deed:**

**Owner Name:** GILSTRAP THOMAS R SR  
**Mailing Address:** 1126 OLD DACUSVILLE RD  
 EASLEY, SC 29640

The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.

**Legal Description:** E/SIDE OLD DACUSVILLE HWY  
**Situs Address:** 100 SHA DR



QUIT CLAIM DEED

State of South Carolina  
County of Greenville

Know all men by these presents, that we, Thomas R. Gilstrap, Sr. and Reba Gilstrap in conformity with the terms of a certain Declaration of Trust known at the Gilstrap Revocable Inter Vivos Trust executed by us under the date of 28th, October 1981, do by these presents release and forever Quit - Claim to ourselves as Trustees under the terms of such Declaration of Trust, and to our successor as Trustee under the terms such Declaration of Trust, all right, title, interest, claim and demand whatsoever which we as Releasers located at:

All that certain piece, parcel or tract of land with two (2) buildings thereon and containing 6.51 acres in the State of South Carolina, County of Pickens, in Dacusville Township, adjoining lands of J. Ed Gilstrap on the North and East, lands of Cliff Turner on the South, lands of H.Z. Jones on the southwest, and public surface treated road on the northwest, said tract being more fully described according to plat of J.A. Pickens, Surveyor, date December 31, 1954, as follows, to-wit: Beginning at point on edge of road at mail box and running thence along Gilstrap line, South 67-30 East 484 feet to pine; thence South 12-30 East 196 feet to pine; thence South 515 West 528 feet to popular stump across branch; thence along line of lands of Jones North 27-00 West 463 feet to point on edge of road; thence along said road North 43-45 East 166 feet, six inches to the beginning corner, said containing Six and fifty-one hundredths (6.51 acres, more or less; being the identical property conveyed to Addie Gilstrap by Thomas B. Gilstrap by deed dated February 1, 1960, recorded in Book of Deeds 9-N at page 141 in the office of the Clerk of Court for Pickens County, South Carolina.

To have and to hold the premises, with all appurtenances, as such Trustees forever; and we declare and agree that neither we as individuals nor our heirs or assigns shall have or make any claim or demand upon such property.

In witness whereof, we have hereunto set our hands, seals this 4th day November 1981.

H. L. Jacobs  
Witness

Thomas R. Gilstrap Sr. L.S.  
Releasor (owner)

Donnie L. Jones  
Witness

Reba Gilstrap L.S.  
Releasor (owner)

Grantees address: Rt. 5, Box 145  
Easley, SC 29640

PROBATE

State of South Carolina

County of Greenville

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s) act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the executive thereof.

Sworn to before me this 4th day of November 1981.

Donnell Jones (seal)  
Notary Public for South Carolina

H. E. Jacobs  
Witness

Renunciation of Dower

State of South Carolina

County of Greenville

042051  
OLIVER A. NEALY  
FILED  
NOV 4 11 27 AM '81  
CLERK OF COURT  
PICKENS, S.C.

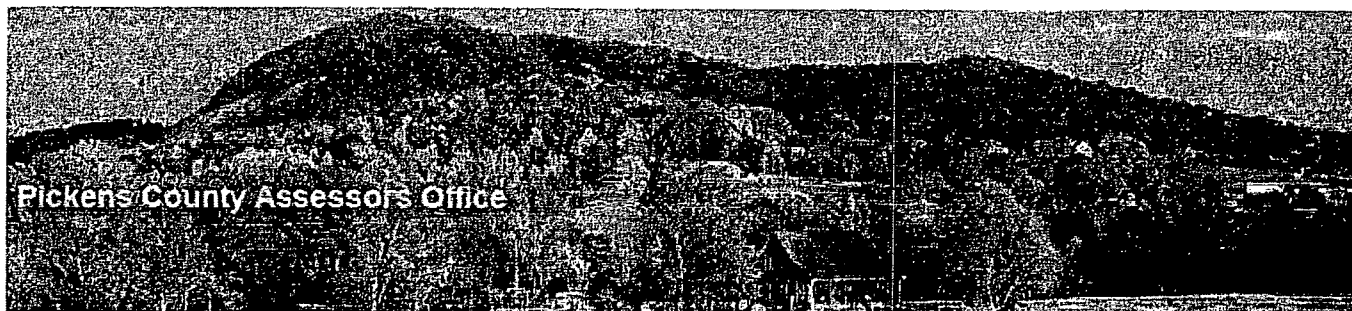
I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above named grantor(s) respectfully, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee(s) heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

Given under my hand and seal  
this 4th of November 1981

Donnell Jones (seal)  
Notary Public for South Carolina

Reba Bilstrap

Recorded this 4<sup>th</sup> day of Nov 1981 at 11 27 am No. 42051



|                                          |                                                                                  |                                 |                             |                               |
|------------------------------------------|----------------------------------------------------------------------------------|---------------------------------|-----------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a> | <a href="#">Search Sales By Map Grid</a>                                         | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Assessor Home</a> |
| <b>Owner and Parcel Information</b>      |                                                                                  |                                 |                             |                               |
| <b>Owner Name(s)</b>                     | GILSTRAP J CHANCE<br>GILSTRAP REBA A CUSTODIAN<br>GILSTRAP THOMAS R SR CUSTODIAN | <b>Today's Date</b>             | October 2, 2013             |                               |
| <b>Mailing Address</b>                   | 1126 OLD DACUSVILLE RD<br>EASLEY, SC 29640-0000                                  | <b>Parcel Number</b>            | 5132-01-07-2078             |                               |
| <b>Location Address</b>                  |                                                                                  | <b>Account Number</b>           | R0004728                    |                               |
| <b>Account Type</b>                      | Vacant Land                                                                      | <b>Extension</b>                |                             |                               |
| <b>Property Type</b>                     |                                                                                  | <b>Tax District</b>             | 8 Dacusville                |                               |
| <b>Subdivision</b>                       |                                                                                  | <b>Business Name</b>            | J09-00-032S                 |                               |
| <b>LEA Code</b>                          | 0012                                                                             | <b>Acres</b>                    | 1.00                        |                               |
| <b>Zoning</b>                            |                                                                                  | <b>Lot</b>                      |                             |                               |
| <b>Parcel Map</b>                        |                                                                                  | <a href="#">Show Parcel Map</a> |                             |                               |
| <b>Legal Description</b>                 | E/SIDE OLD DACUSVILLE HWY                                                        |                                 |                             |                               |

[Generate Owner List By Radius](#)

|                                                                                                                           |                                |                       |                                            |                                 |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------|--------------------------------------------|---------------------------------|
| <b>Preliminary Value Information</b>                                                                                      |                                |                       |                                            |                                 |
| <b>Total Market Value</b>                                                                                                 | <b>Taxable Appraised Value</b> | <b>Assessed Value</b> | <b>Classification</b>                      | <a href="#">Tax Information</a> |
|                                                                                                                           |                                |                       | Not Legal Residence<br>No Agricultural Use |                                 |
| Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes. |                                |                       |                                            |                                 |

|                                       |             |             |                   |                                        |                                                                           |
|---------------------------------------|-------------|-------------|-------------------|----------------------------------------|---------------------------------------------------------------------------|
| <b>Sales Information</b>              |             |             |                   |                                        |                                                                           |
| <b>Date</b>                           | <b>Book</b> | <b>Page</b> | <b>Sale Price</b> | <b>Grantor Name</b>                    | <b>Grantee Name</b>                                                       |
| <a href="#">2010-06-18 Deed Image</a> | 1334/       | 38          | \$ 1              | GILSTRAP JONATHAN S GILSTRAP SHARRIE L | GILSTRAP J CHACE GILSTRAP REBA A CUSTODIAN GILSTRAP THOMAS R SR CUSTODIAN |
| <a href="#">1989-04-18 Deed Image</a> | 101         | 40          | \$ 2,500          | GILSTRAP ADDIE                         | GILSTRAP JONATHAN S GILSTRAP SHARRIE L                                    |

[Comparative Market Analysis](#)

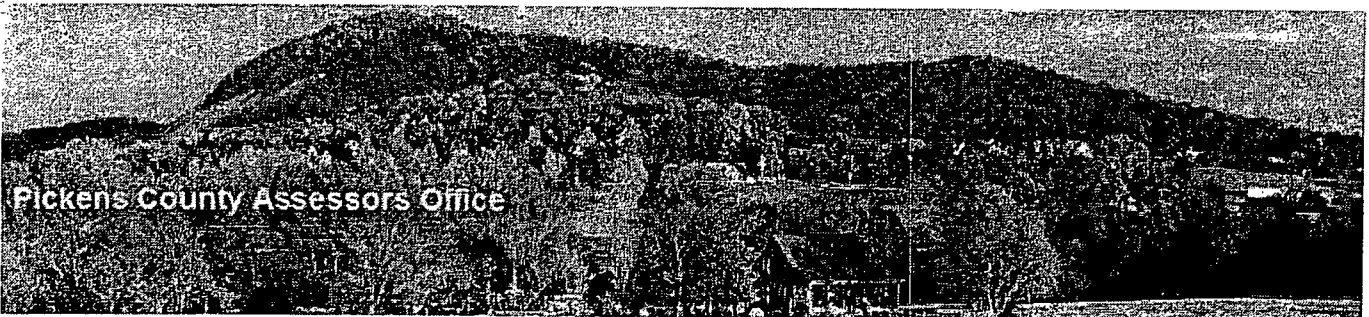
|                                                        |
|--------------------------------------------------------|
| <b>Improvement Information</b>                         |
| No improvement information associated with this parcel |

|                                                                                                                                                                                                                                                                                                                                      |                                          |                                 |                             |                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------|-----------------------------|-------------------------------|
| <a href="#">Search Sales By Tax Area</a>                                                                                                                                                                                                                                                                                             | <a href="#">Search Sales By Map Grid</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Assessor Home</a> |
| Number of Property Record Card Searches: 5,570,184                                                                                                                                                                                                                                                                                   |                                          |                                 |                             |                               |
| The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: September 30, 2013 |                                          |                                 |                             |                               |

© 2008 by the County of Pickens, SC | Website design by [qpublic.net](#)

PLAINTIFF'S  
EXHIBIT

18



# Pickens County Assessors Office

|                                     |  |                                                                                  |  |                       |             |                                 |
|-------------------------------------|--|----------------------------------------------------------------------------------|--|-----------------------|-------------|---------------------------------|
| Search Sales By Tax Area            |  | Search Sales By Map Grid                                                         |  | Previous Parcel       | Next Parcel | Assessor Home                   |
| <b>Owner and Parcel Information</b> |  |                                                                                  |  |                       |             |                                 |
| <b>Owner Name(s)</b>                |  | GILSTRAP J CHANCE<br>GILSTRAP REBA A CUSTODIAN<br>GILSTRAP THOMAS R SR CUSTODIAN |  | <b>Today's Date</b>   |             | September 30, 2013              |
| <b>Mailing Address</b>              |  | 1126 OLD DACUSVILLE RD                                                           |  | <b>Parcel Number</b>  |             | 5132-01-07-0091                 |
|                                     |  | EASLEY, SC 29640-0000                                                            |  | <b>Account Number</b> |             | R0004755                        |
| <b>Location Address</b>             |  | 125 SHA DR                                                                       |  | <b>Extension</b>      |             |                                 |
| <b>Account Type</b>                 |  | Residential                                                                      |  | <b>Tax District</b>   |             | 8 Dacusville                    |
| <b>Property Type</b>                |  | Residential                                                                      |  | <b>Business Name</b>  |             | J09-00-032J                     |
| <b>Subdivision</b>                  |  |                                                                                  |  | <b>Acres</b>          |             | 1.08                            |
| <b>LEA Code</b>                     |  | 0013.5                                                                           |  | <b>Lot</b>            |             |                                 |
| <b>Zoning</b>                       |  |                                                                                  |  | <b>Parcel Map</b>     |             | <a href="#">Show Parcel Map</a> |
| <b>Legal Description</b>            |  | E/SIDE OLD DACUSVILLE HWY                                                        |  |                       |             |                                 |

[Generate Owner List By Radius](#)
**Preliminary Value Information**

| Total Market Value | Taxable Appraised Value | Assessed Value | Classification                             | <a href="#">Tax Information</a> |
|--------------------|-------------------------|----------------|--------------------------------------------|---------------------------------|
| \$ 53,900          | \$ 53,900               | \$ 3,230       | Not Legal Residence<br>No Agricultural Use |                                 |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

**Sales Information**

| Date                                     | Book  | Page | Sale Price | Grantor Name                           | Grantee Name                                                              |
|------------------------------------------|-------|------|------------|----------------------------------------|---------------------------------------------------------------------------|
| 2010-06-18<br><a href="#">Deed Image</a> | 1334/ | 38   | \$ 1       | GILSTRAP JONATHAN S GILSTRAP SHARRIE L | GILSTRAP J CHACE GILSTRAP REBA A CUSTODIAN GILSTRAP THOMAS R SR CUSTODIAN |
| 1986-09-18<br><a href="#">Deed Image</a> | 4     | 283  | \$ 1,500   |                                        | GILSTRAP JONATHAN S                                                       |

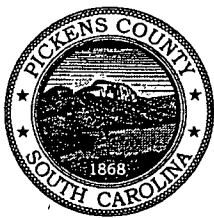
[Comparative Market Analysis](#)
**Improvement Information Hide Amenities**

| Building ID      | Built As      | Year Built       | Exterior    | HVAC     | Foundation       | Roof Type | Roof Cover          |
|------------------|---------------|------------------|-------------|----------|------------------|-----------|---------------------|
| 1                | Ranch 1 Story | 1985             | Frame Vinyl | Gas Pack | Basement         | Gable     | Composition Shingle |
|                  | Square Feet   | Stories          | Occupancy   |          | Total # of Rooms | Bed Rooms | Baths               |
|                  | 660           | 1                | 6% House    |          | 4                | 2         | 1.00                |
| <b>Amenities</b> |               |                  |             |          |                  |           |                     |
|                  | Type          | Description      | Units       |          |                  |           |                     |
|                  | Appliance     | Fireplace Single | 1.00        |          |                  |           |                     |
|                  | Basement      | Unfinished L     | 660.00      |          |                  |           |                     |
|                  | Fixture       | Full Bath        | 1.00        |          |                  |           |                     |
|                  | Fixture       | Half Bath        | 1.00        |          |                  |           |                     |
|                  | Porch         | Wood Deck        | 256.00      |          |                  |           |                     |

|                                                    |                          |                 |             |               |
|----------------------------------------------------|--------------------------|-----------------|-------------|---------------|
| Search Sales By Tax Area                           | Search Sales By Map Grid | Previous Parcel | Next Parcel | Assessor Home |
| Number of Property Record Card Searches: 5,567,418 |                          |                 |             |               |

The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: September 23, 2013

© 2008 by the County of Pickens, SC | Website design by [qpublic.net](#)



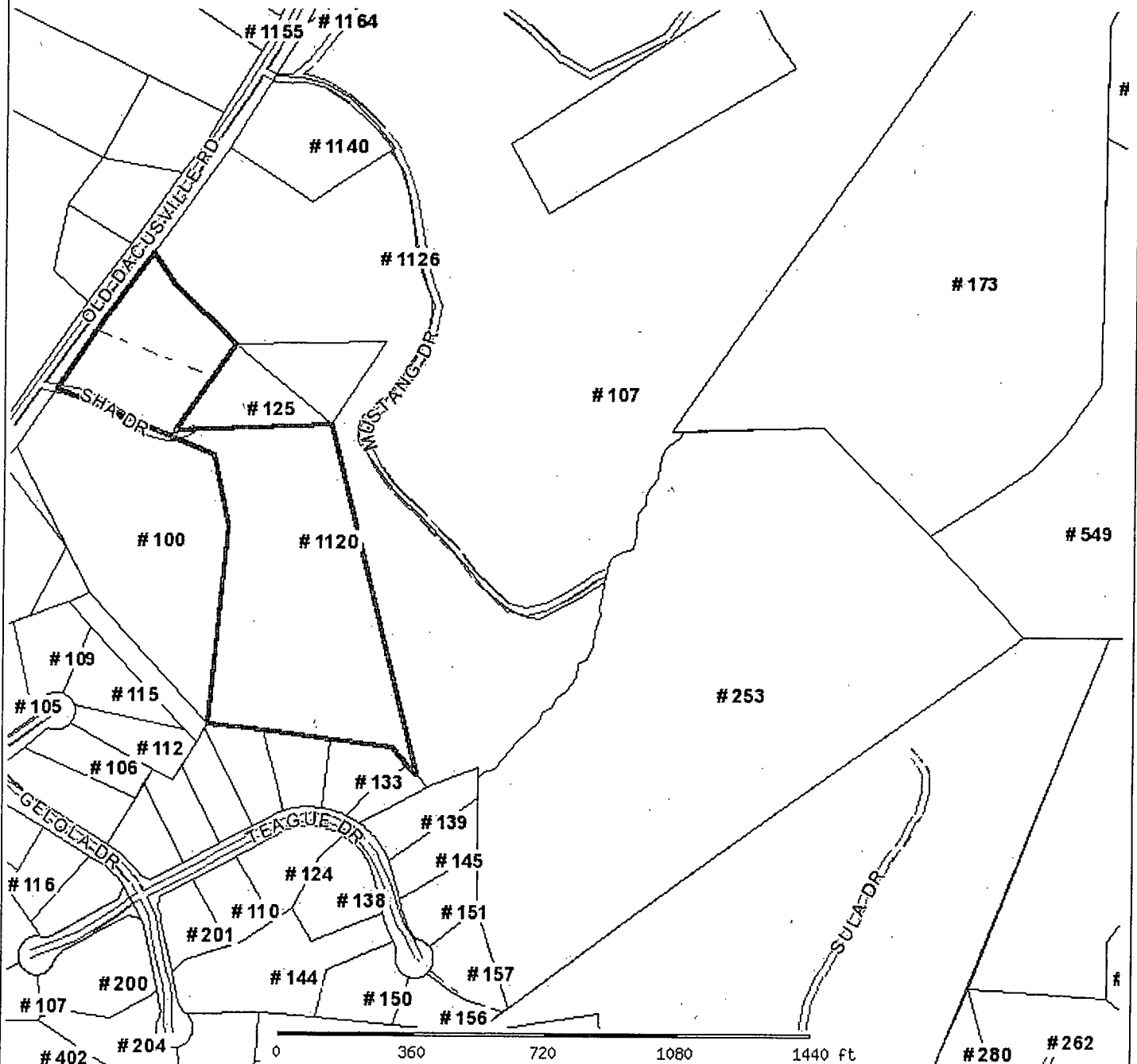
## Pickens County Assessor's Office

Account No: R0004770  
Parcel No: 5132-01-06-2512  
Tax Area: 8 Dacusville  
Acres: 11.83  
Deed: 61/95

Owner Name: GILSTRAP THOMAS  
R SR  
Mailing Address: 1126 OLD  
DACUSVILLE RD  
EASLEY, SC 29640

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

Legal Description: ESIDE OLD DACUSVILLE  
HWY  
Situs Address: 1120 OLD DACUSVILLE  
RD





# Pickens County Assessor's Office

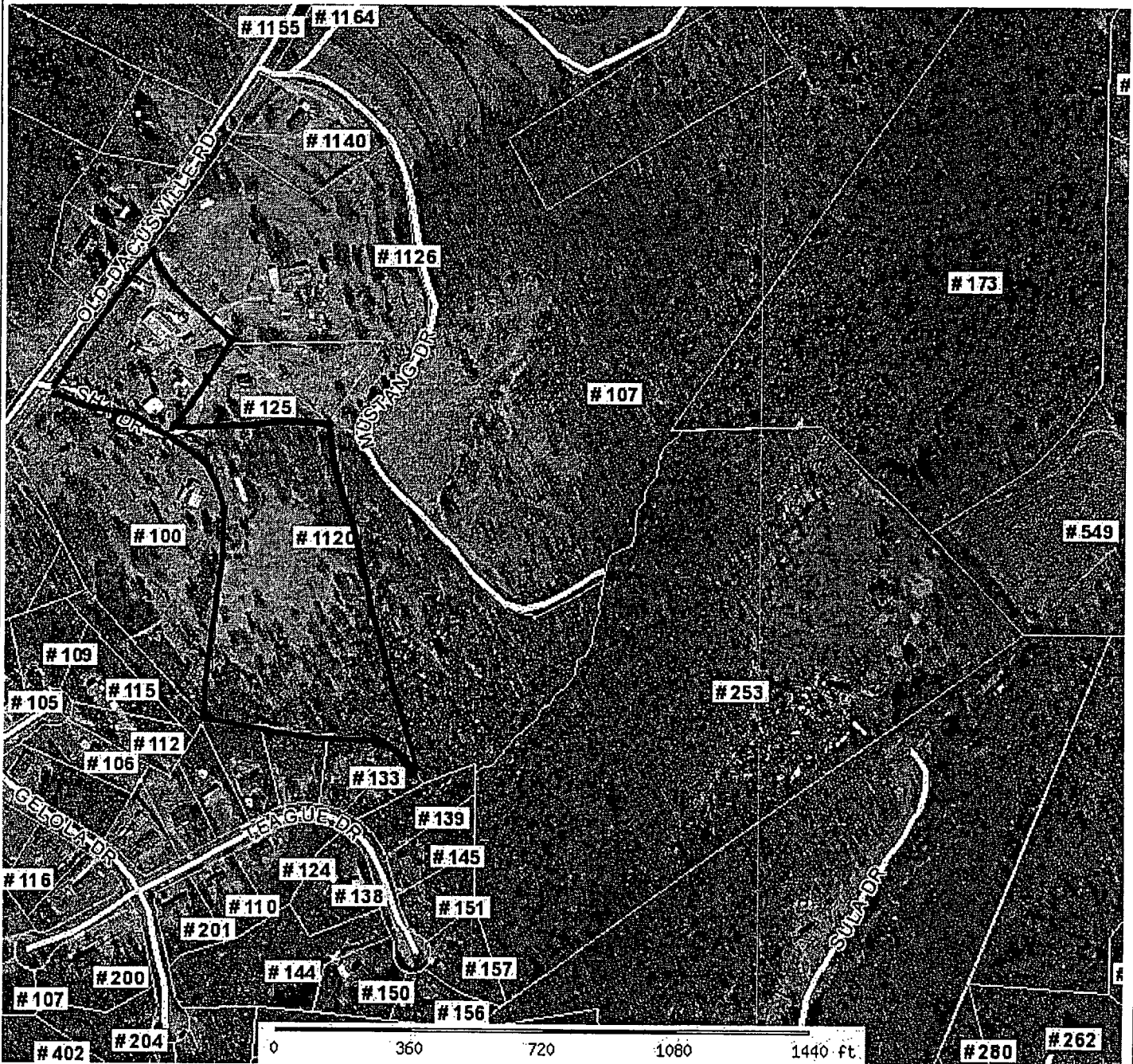


Account No: R0004770  
Parcel No: 5132-01-06-2512  
Tax Area: 8 Dacusville  
Acres: 11.83  
Deed: 61/95

Owner Name: GILSTRAP THOMAS  
R SR  
Mailing Address: 1126 OLD  
DACUSVILLE RD  
EASLEY, SC 29640

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

Legal Description: ESIDE OLD DACUSVILLE HWY  
Situs Address: 1120 OLD DACUSVILLE RD





STATE OF SOUTH CAROLINA    )  
                                          )    TITLE TO REAL ESTATE  
COUNTY OF PICKENS            )           (DEED ONLY)

**KNOW ALL MEN BY THESE PRESENTS THAT I, JONATHAN S. GILSTRAP and SHARRIE L. GILSTRAP**

in consideration of **One (\$1.00) Dollar and no other consideration.....**

to me in hand paid by Grantee(s) the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto:

**REBA A. GILSTRAP, as custodian for J. CHACE GILSTRAP (dob= 2-24-1996), under the Uniform Gifts to Minors Act and THOMAS R. GILSTRAP, SR., as successors custodian for J. CHACE GILSTRAP (dob = 2-24-1996), under the Uniform Gifts to Minors Act:**  
1126 Old Dacusville Road  
Easley, SC 29640

"ALL that certain piece, parcel or lot of land, in the County of Pickens, State of South Carolina, being shown and designated as 1.078 acres, on plat prepare by Fredrick E. Landrith, RLS, on January 29, 1985, entitled Survey for Jonathan S. Gilstrap and Jacqueline L. Gilstrap, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at the extreme westerly corner of the property herein conveyed, at an iron pin, and running thence North 42-18 East 282.17 feet to an iron pin; thence South 43-10 East 333.97 feet to an iron pin; thence North 85-14 West 419.89 feet to an iron pin, the point of BEGINNING, said tract being triangular in shape and being bounded by property of the grantor.

ALSO: An easement for egress and ingress, and utilities, 20' in width, running to the above described property from Old Dacusville Road, said right of way easement beginning on the easterly side of Old Dacusville Road, and running thence South 55-30 East 359.5 feet to the property above conveyed; thence South 42-18 West 20 feet to an iron pin; thence North 55-30 West 359.5 feet to Old Dacusville Road; thence with the southeasterly side of Old Dacusville Road North 42-18 East 20 feet to the point of BEGINNING."

This is the identical property conveyed to Jonathan S. Gilstrap by Jacqueline L. Gilstrap by deed dated September 8, 1986 and recorded in Deed Book 4, at Page 283, in the Register of Deeds Office for Pickens County, South Carolina.

Tax Map No: 5132-01-07-0091

ALSO: "ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, in Dacusville Township, being shown and designated as 1.0 acre, more or less, according to plat prepared by Plumlee Surveying, entitled "Survey for Jonathan S. Gilstrap and Sharrie L. Gilstrap, dated April 4, 1989, recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, being more particularly described as follows, to-wit:

BEGINNING at an iron pin running North 87-15 East 400.1 feet to an iron pin; thence turning and running South 31-16 West 264.6 feet to an iron pin; thence turning and running North 51-44 West 334.0 feet to the point of BEGINNING. Said tract being triangular in shape.

This is the identical property conveyed to Jonathan S. Gilstrap and Sharrie L. Gilstrap by Addie Gilstrap by deed dated April 18, 1989 and recorded in Deed Book 101, at Page 40, in the Register of Deeds Office for Pickens County, South Carolina.

Tax Map No: 5132-01-07-2078

This conveyance is made subject to such rights of way, easements and restrictions as may appear of record and/or on the premises.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s) and the grantee's(s') heirs or successors and assigns, forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors, and administrators, to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

**WITNESS**, the grantor's(s') hand(s) and seal(s) this 18<sup>th</sup> day of June, 2010.

**SIGNED**, sealed and delivered  
in the presence of:

Jamnie B. Schneider Jonathan S. Gilstrap (SEAL)  
Jonathan S. Gilstrap

James M. Robeson Sharrie L. Gilstrap (SEAL)  
Sharrie L. Gilstrap

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

**SWORN** to before me this 18<sup>th</sup>  
day of June, 2010.

James M. Robeson  
Notary Public for State of South Carolina  
My Commission expires: 9-5-11

Jamnie B. Schneider

ROBINSON LAW FIRM, P.A., P. O. BOX 738, EASLEY, SC 29641 864-859-7501



# Pickens County Assessors Office

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Return to Main Search Page](#)
[Assessor Home](#)

## Owner and Parcel Information

|                          |                        |                       |                                 |
|--------------------------|------------------------|-----------------------|---------------------------------|
| <b>Owner Name</b>        | GILSTRAP THOMAS R SR   | <b>Today's Date</b>   | February 6, 2009                |
| <b>Mailing Address</b>   | 1126 OLD DACUSVILLE RD | <b>Parcel Number</b>  | 5132-01-28-0757                 |
|                          | EASLEY, SC 29640       | <b>Account Number</b> | R0000465                        |
| <b>Location Address</b>  | 109 MUSTANG DR         | <b>Extension</b>      |                                 |
| <b>Account Type</b>      | Vacant Land            | <b>Tax District</b>   | 8 Dacusville                    |
| <b>Property Type</b>     | Vacant Land            | <b>Business Name</b>  | J08-00-027G                     |
| <b>Subdivision</b>       |                        | <b>Acres</b>          | 11.87                           |
| <b>LEA Code</b>          | 0009                   | <b>Lot</b>            |                                 |
| <b>Zoning</b>            |                        | <b>Parcel Map</b>     | <a href="#">Show Parcel Map</a> |
| <b>Legal Description</b> | W/SIDE RED GATE RD     |                       |                                 |

[Generate Owner List By Radius](#)

## Preliminary Value Information

|                           |                                |                       |                                     |                        |
|---------------------------|--------------------------------|-----------------------|-------------------------------------|------------------------|
| <b>Total Market Value</b> | <b>Taxable Appraised Value</b> | <b>Assessed Value</b> | <b>Classification</b>               | <b>Tax Information</b> |
| \$ 136,525                | \$ 55,842                      | \$ 3,240              | Legal Residence<br>Agricultural Use |                        |

Note: Values shown are NOT certified values and are subject to change before being finalized for ad valorem tax purposes.

## Sales Information

| Date                                     | Book | Page | Sale Price | Grantor Name           | Grantee Name                         |
|------------------------------------------|------|------|------------|------------------------|--------------------------------------|
| 2001-10-09<br><a href="#">Deed Image</a> | 638/ | 318  | \$ 80,000  | REED DON ASSOCIATES    | GILSTRAP THOMAS R SR GILSTRAP REBA A |
| 2000-01-10<br><a href="#">Deed Image</a> | 525  | 106  | \$ 79,780  | DON REED ASSOCITES INC | GILSTRAP THOMAS R GILSTRAP REBA      |
| 1983-09-14<br><a href="#">Deed Image</a> | 14H  | 3    | \$ 35,592  |                        | REED DON ASSOCIATES                  |

[Comparative Market Analysis](#)

## Improvement Information Hide Amenities

| Building ID | Built As            | Year Built     | Exterior         | HVAC                    | Foundation       | Roof Type    | Roof Cover |
|-------------|---------------------|----------------|------------------|-------------------------|------------------|--------------|------------|
| 1           | 6% Yard Improvement | 2004           |                  |                         |                  |              |            |
|             | <b>Square Feet</b>  | <b>Stories</b> | <b>Occupancy</b> | <b>Total # of Rooms</b> | <b>Bed Rooms</b> | <b>Baths</b> |            |
|             | 1                   | 1              | 4% Out Bldg      | 0                       | 0                | .00          |            |

## Amenities

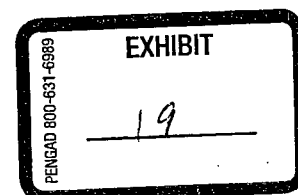
| Type   | Description       | Units |
|--------|-------------------|-------|
| Add On | Storage Bldg Wood | 1     |

[Search Sales By Tax Area](#)
[Search Sales By Map Grid](#)
[Previous Parcel](#)
[Next Parcel](#)
[Return to Main Search Page](#)
[Assessor Home](#)

Number of Property Record Card Searches: 3,227,756

The Pickens County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: February 1, 2009

© 2008 by the County of Pickens, SC | Website design by [qpublic.net](#)



# Pickens County Assessor's Office

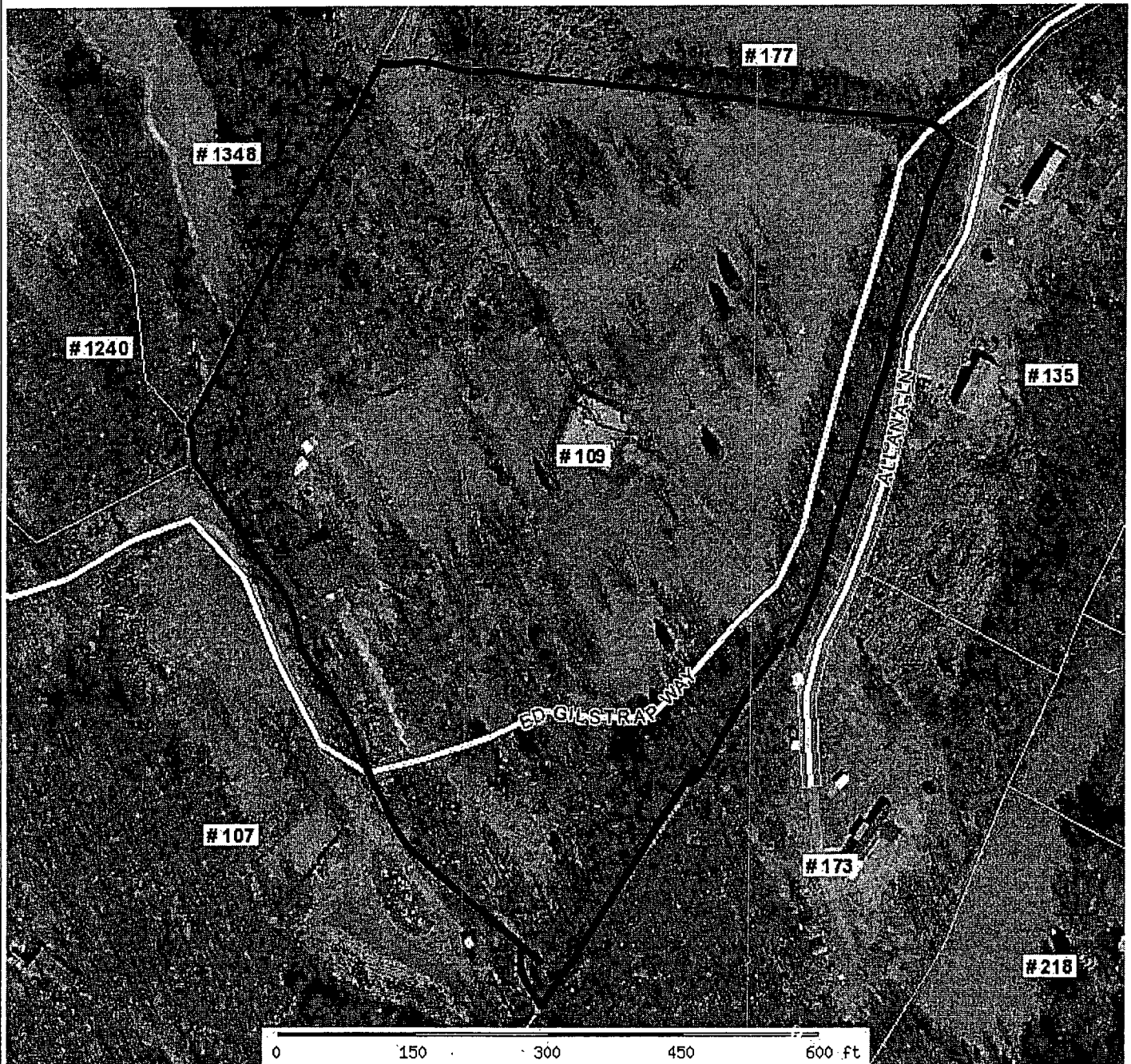


**Account No:** R0000465  
**Parcel No:** 5132-01-28-0757  
**Tax Area:** 8 Dacusville  
**Acres:** 11.87  
**Deed:** 525/106

**Owner Name:** GILSTRAP THOMAS R SR  
**Mailing Address:** 1126 OLD DACUSVILLE RD EASLEY, SC 29640

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** W/SIDE RED GATE RD  
**Situs Address:** 109 MUSTANG DR



Matthew Homer Willimon, Jr.

5132-01-07-3289 13.27 acres

03/01/89 from Addie Gilstrap

Tom Gilstrap, Sr.

5132-01-07-3289 13.37 acres

12/01/94 from Addie Gilstrap

5132-01-08-9039 47.71 acres

12/01/94 from Addie Gilstrap  
09/16/97 from Addie Gilstrap  
01/10/00 from Don Reed

5132-01-07-2731 2.13 acres

03/15/89 from Addie Gilstrap

5132-01-06-2512 11.83 acres

03/29/89 from Addie Gilstrap

5122-02-96-7390 .62 acres

01/06/97 from Haskett Realty

5122-02-96-7770 6.51 acres

02/01/60 from Addie Gilstrap

Reba Gilstrap as custodian

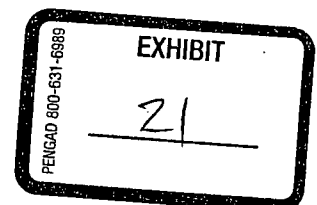
5132-01-07-0091 1.08 and 1.00 acres

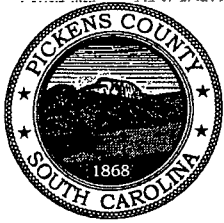
09/08/86  
04/18/89 originally from Addie  
Gilstrap

Jacob Gilstrap, et al

5132-01-17-1852 4 acres  
part of the above 47.71 acre tract

10/29/10 from Tom and Reba





## Pickens County Assessor's Office

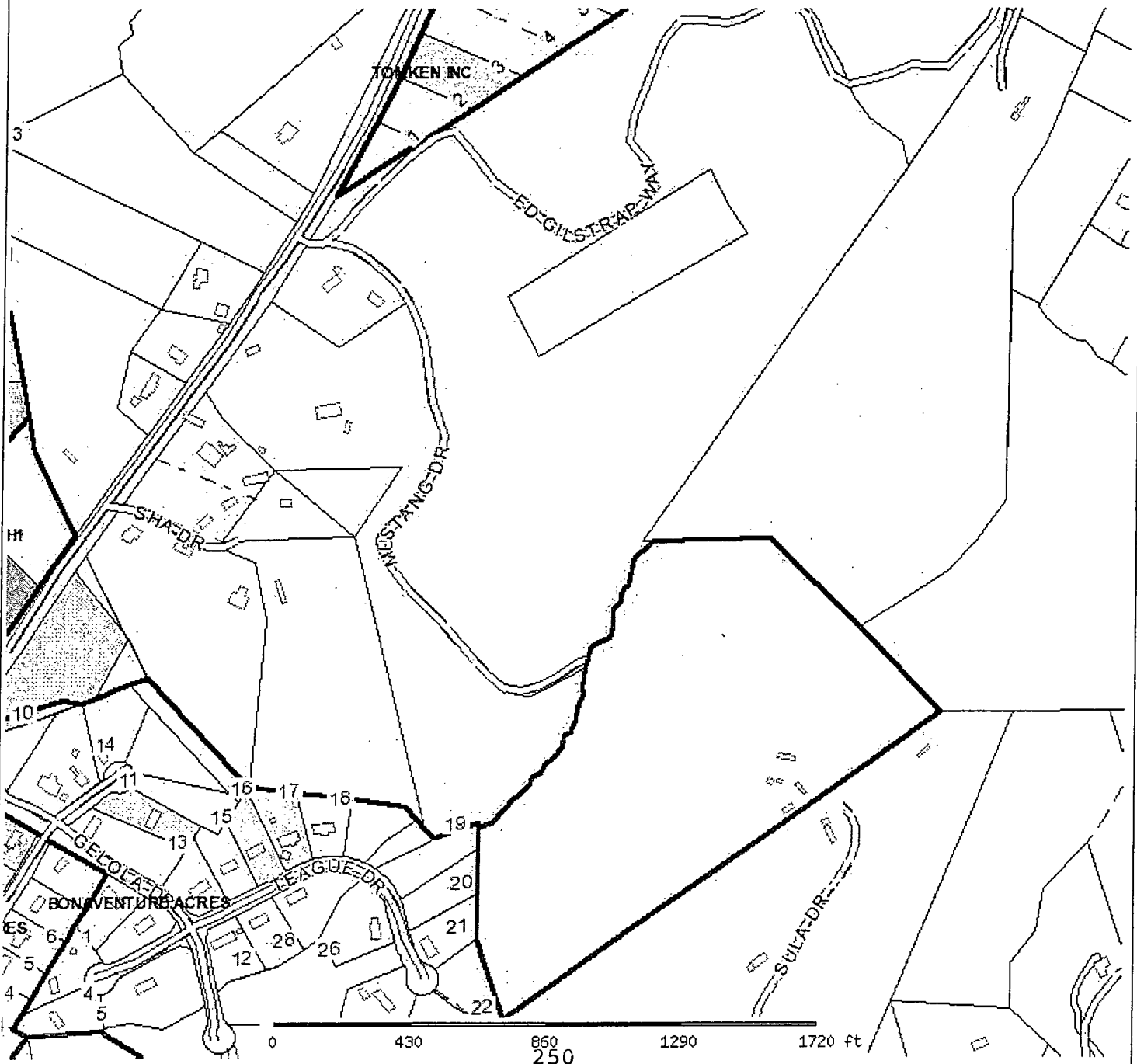
**Account No:** R0004773  
**Parcel No:** 5132-01-16-4313  
**Tax Area:** 8 Dacusville  
**Acres:** 26.3  
**Deed:** 60/70

**Owner Name:** WILLIMON  
MATTHEW H JR  
**Mailing Address:** 602 CEDAR LANE RD  
GREENVILLE, SC  
296112916

PENGAD 800-631-6969  
**DEFENDANT'S EXHIBIT**  
1

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** MH AND LOT COMBINED  
**Situs Address:** 253 MUSTANG DR



2

79.20  
STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS

} Co. Tax \$ 39.60

KNOW ALL MEN BY THESE PRESENTS, that Addie Gilstrap

Grantee address:

100 Duckhorn Rd  
Greenville SC 29609

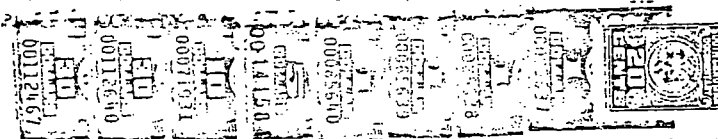
Book 60 Page 40

In consideration of Thirty-Five Thousand Five Hundred Five and No/100-----Dollars,  
(\$35,505.00)  
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell  
and release unto Matthew H. Willimon, Jr. and Elizabeth Willimon, their heirs and  
assigns:

ALL that certain piece, parcel or lot of land, lying and being in the State  
of South Carolina, County of Pickens, being known and designated as 26.3  
acres as appears on Plat for Matthew H. Willimon, Jr. and Elizabeth M. Willimon  
dated August 8, 1986 and recorded in the Office of the Clerk for Pickens  
County, South Carolina in Plat Book 37 at Page 143, reference to said  
plat for a metes and bounds description.

This is the same property conveyed to Grantor herein by deed of J. Ed. Gilstrap  
dated January 10, 1964 and recorded January 18, 1964 in the Office of the  
Clerk of Court for Pickens County, South Carolina in Deed Book 10-L at Page  
494.

The within conveyance is subject to restrictions, utility easements, rights-  
of-way, zoning regulations, and other matters as may appear of record, on  
the recorded plats, or on the premises.



CLERK OF COURT  
PICKENS, S.C.  
MAR 17 10 25 AM '89  
OLIVER A. HILL  
FILED  
James J. Jarnack  
003351

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or ap-  
pertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)'s heirs or successors and  
assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)'s heirs or successors, executors and administrators  
to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)'s heirs or successors and against every per-  
son whomsoever lawfully claiming or to claim the same or any part thereof.  
WITNESS the grantor(s)'s hand(s) and seal(s) this 14 day of March, 1989

SIGNED, sealed and delivered in the presence of:

*James J. Jarnack*  
*Deborah R. Whitener*

*Addie Gilstrap* (SEAL)  
Addie Gilstrap (SEAL)  
(SEAL)  
(SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named  
grantor(s) sign, seal and as the grantor(s)'s act and deed, deliver the within written deed and that (s)he, with the other witness subscribed  
above, witnessed the execution thereof.

SWORN to before me this 14 day of March 1989  
*Deborah R. Whitener* (SEAL)  
Notary Public for South Carolina

*James J. Jarnack*

My commission expires 9-11-96

RECORDED this day of 19 at M., No.

GREENVILLE OFFICE SUPPLY CO. INC.

DEFENDANT'S  
EXHIBIT  
2  
PENGAD 800-631-6989



Book 60 Page 76

|                         |   |                    |
|-------------------------|---|--------------------|
| STATE OF SOUTH CAROLINA | ) |                    |
|                         | ) | EASEMENT AGREEMENT |
| COUNTY OF PICKENS       | ) |                    |

KNOW all men by these presents, that I, Addie Gilstrap, for valuable consideration, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto Matthew H. Willimon, Jr. and Elizabeth Willimon, their heirs and assigns forever, an easement of ingress of egress across property owned by me as described in a deed recorded on January 18, 1964 in Deed Book 10-L at Page 494, Clerk of Court for Pickens County, South Carolina for the following purposes:

1. To construct a twenty (20) foot road from property to be deeded to Matthew H. Willimon, Jr. and Elizabeth Willimon by deed of even date through the property above described to give access to Old Dacusville Road.

2. For the consideration paid by Grantee to Grantor, Grantor grants to Grantee, their heirs and assigns the exclusive right to use the road constructed by and maintained by Grantees, including the right to fence or place gates on or along the said access road.

To have and hold all and singular the aforementioned easement, unto the Grantee, his heirs and assigns forever. Grantor hereby binds herself, her heirs, successors or administrators and assigns to warn and forever defend all and singular the said premises unto the Grantee above named for the purposes herein set forth.

IN WITNESS WHEREOF, the Grantor has hereunto set her  
hand and seal this 14th day March, 1989.

James S. Smith Addie Gilstrap  
Elizabeth R. Whitener Addie Gilstrap

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

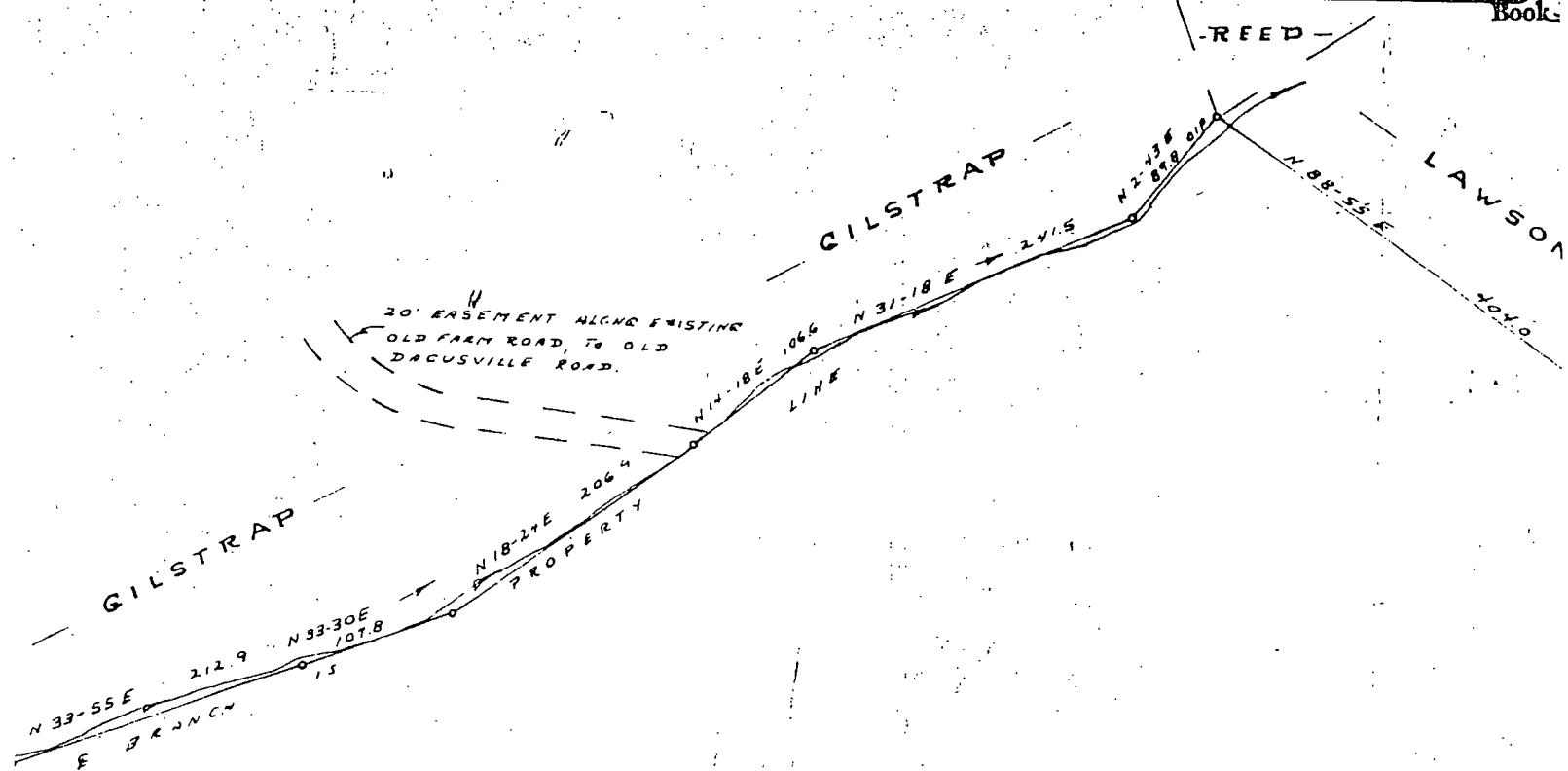
Personally appeared before me the undersigned witness  
and made oath that he saw the within named Addie Gilstrap  
sign, seal and as her act and deed deliver the within written  
Easement Agreement and that he with the other witness  
subscribed above, witnessed the execution thereof.

James S. Smith

SWORN to before me this  
14 day of March, 1989  
Elizabeth R. Whitener  
Notary Public for South Carolina  
My Commission Expires: 2-11-91

The within document was filed  
or record on the 19<sup>th</sup> day of  
March 1989  
In Book 60 Page 71  
Oliver A. Neely  
Clerk of Court and  
Pickens County, S.C.

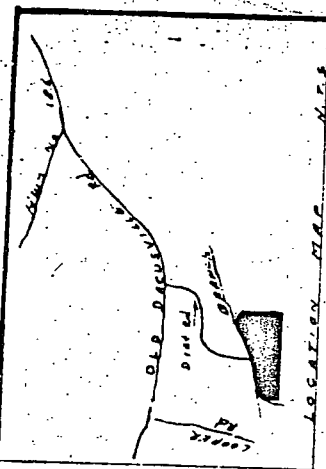
003352  
James S. Smith  
OLIVER A. NEELY  
FILED  
MAR 17 10 25 AM '89  
CLERK OF COURT  
PICKENS, S.C.



26.3 AC.

143

Book 37 Page 143



REED -

LAWSON

N 88-54 E

STRAP

404.0

408.0

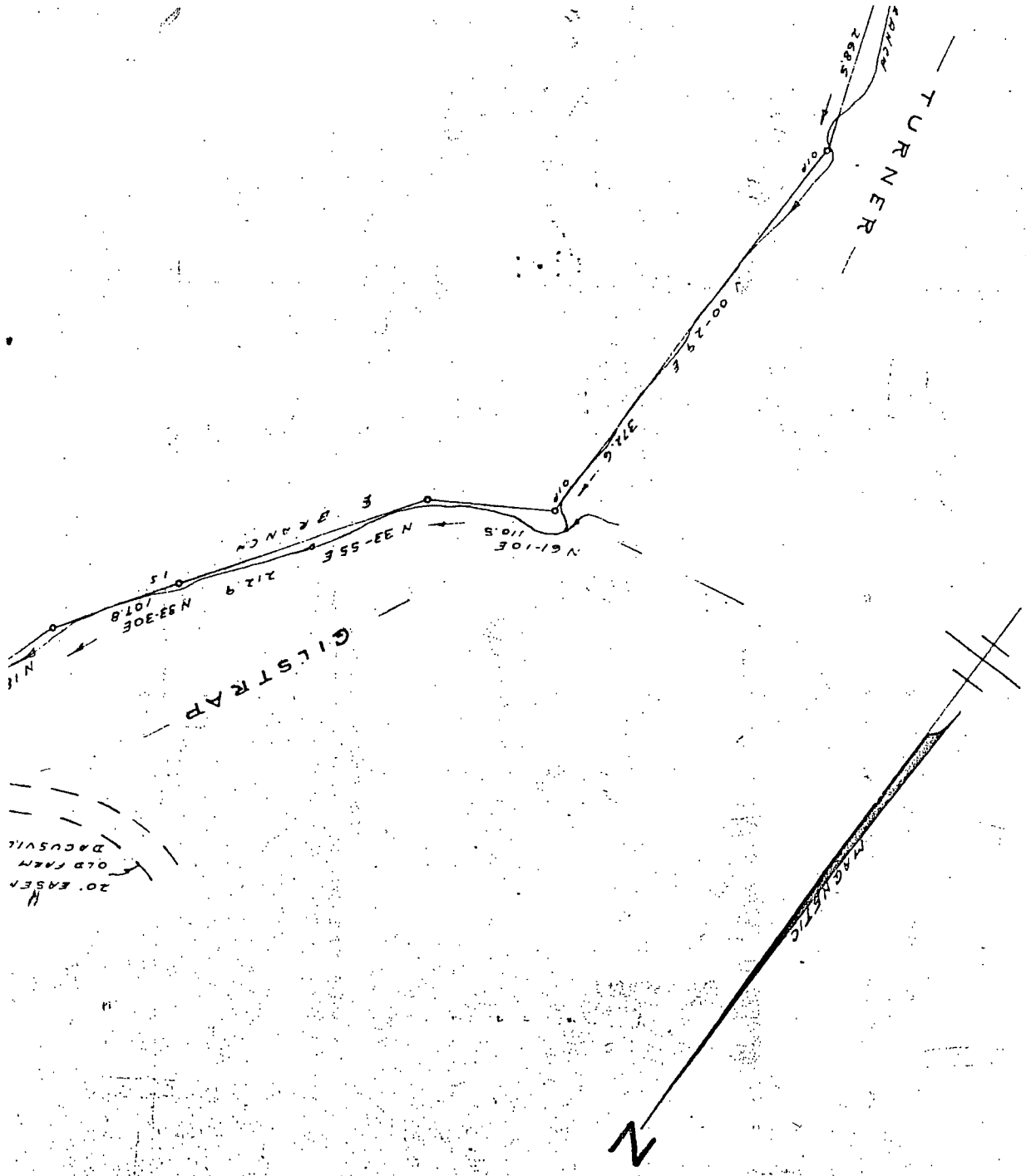
LAWSON

S 44-40 E

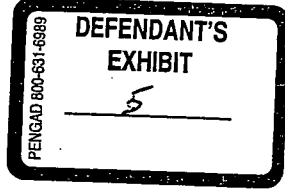
N/F W I

812.5

TOTAL



35505  
12505



PURCHASE AND SALES CONTRACT

Greenville, S.C. July 8, 1986.

This Contract between Matthew H. Willimon, Jr. and Elizabeth Willimon  
hereinafter called the Seller, and Addie T. Gilstrap  
hereinafter called the Purchaser, witnesseth \_\_\_\_\_

That the Seller agrees to sell, and the Purchaser agrees to  
buy the property hereinafter described for the sum of One Thousand  
Three Hundred Fifty and No/100----- (\$ 1,350.00 ) Dollars, per acre to be  
paid as follows: \$ 10,000.00 cash/check herewith to be held  
in escrow as earnest money by Seller to be paid within 60 days or upon receipt  
of the survey  
and the balance of the purchase price to be paid in 2 installments;  
\$10,000.00 on January 31, 1987 and the balance due January 31, 1988.

The Seller agrees to convey the property by good warranty deed,  
free of encumbrances, lien or assessments on payment of the purchase  
price as above provided.

~~Insurance to be prorated or cancelled at option of Purchaser~~  
~~on closing date.~~ Transactions to be closed, taxes, interest and  
rents (if rented) to be prorated on CLOSING, January 31, 1987  
Possession of the premises to be given on closing 19  .

Time is of the essence of this contract. This Written Contract  
embodies the entire agreement between the parties.

Description of Land: Approximately 15 acres in Pickens County, being a portion  
of a 142 acre tract shown on Plat dated November, 1915. The exact legal description  
and acreage to be determined by a survey paid for by Purchaser.

Remarks: Seller to grant to Purchaser, their heirs and assigns access to the creek  
which borders the property. Sellers to grant to Purchaser, their heirs and assigns, an  
easement of egress and ingress to the County Road.

~~It is distinctly understood that the Seller does not warrant~~

~~used for any other purpose specified above.~~

The Seller may retain the deposit if Purchaser forfeits under this Contract.

IN, THE PRESENCE OF:

Amel Sengul

Adrian T. Gilstrap (LS)

(LS)

*[Handwritten signature]*

Matthew H. Williams (LS)

(LS)

Plot of Willman shows  
20<sup>th</sup> easement to rd

6.9.

Title checked by Beth Poser  
on Mar 13 1989

Lot No. 114.2 ac Subdivision \_\_\_\_\_ Street \_\_\_\_\_

Block Book No. ( 59-32 Valuation: Lot: 2578 Bldg. (s) \_\_\_\_\_

Plat Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_ Engineer \_\_\_\_\_

Title now vested in: Addie Gilstrap

Under Deed 10-2-1994 Dated 1-10-64 Recorded 1-18-64

Restrictions: Deed \_\_\_\_\_ Dated \_\_\_\_\_ Recorded \_\_\_\_\_

Easements in Rest. \_\_\_\_\_

Construction Problems. \_\_\_\_\_

Setbacks in Rests. \_\_\_\_\_

Forfeiture or reversionary clause in Restrictions \_\_\_\_\_

Plat: Setback Lines shown \_\_\_\_\_

Easements or reservations shown: \_\_\_\_\_

Easements & rights of way in chains of title (Deeds, etc.) \_\_\_\_\_

|                     | Yes                      | No                                  |                     | Yes                      | No                                  |
|---------------------|--------------------------|-------------------------------------|---------------------|--------------------------|-------------------------------------|
| Sewer liens         | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Judgments           | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| City Taxes due      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Lis Pendens         | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Paving Assessments  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Federal Tax Liens   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| County Taxes due    | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Attachments         | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Mental Health Liens | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Mechanics Liens     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Sewer Easements     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Indef. RW's & Ease. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Mortgages: Mortgagee \_\_\_\_\_ Date \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Orig. Amt. \_\_\_\_\_  
Mortgagee \_\_\_\_\_ Date \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Orig. Amt. \_\_\_\_\_

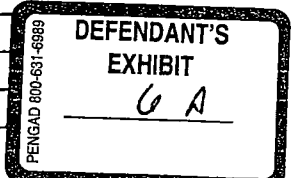
Other defects and exceptions \_\_\_\_\_

Zoning Applicable \_\_\_\_\_ Existing Bldgs. \_\_\_\_\_  
Located in Special District: \_\_\_\_\_ Dist. Liens \_\_\_\_\_

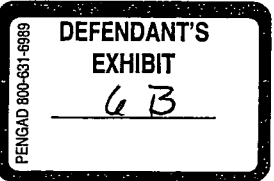
Danfk 12:00

Conveyances \_\_\_\_\_  
Mortgages \_\_\_\_\_  
Mech. Liens \_\_\_\_\_  
Federal Tax Liens \_\_\_\_\_

Attachments \_\_\_\_\_  
Lis Pendens \_\_\_\_\_  
Judgments \_\_\_\_\_







THE LEGAL CLINIC OF SARRATT & CLARKE  
SELLER'S STATEMENT OF EXPENSE AND SALE

|                                    |                          |                   |               |
|------------------------------------|--------------------------|-------------------|---------------|
| SELLER                             | : ADDIE GILSTRAP         | DATE OF CLOSING:  | 89/03/14      |
|                                    | :                        |                   |               |
| PURCHASER:                         | MATTHEW H. WILLIMON, JR. | PROPERTY ADDRESS: | 26.3 ACRES    |
|                                    | : ELIZABETH WILLIMON     |                   | : PICKINS CO. |
| PURCHASE PRICE                     |                          |                   | : 35505.00    |
| ADDITIONS:                         | :                        |                   |               |
|                                    | :                        |                   |               |
| PURCHASE PRICE WITH ADDITIONS      |                          |                   | : 35505.00    |
| DEDUCTIONS                         |                          |                   |               |
| REALTOR'S COMMISSION               | :                        |                   |               |
| DEED STAMPS                        | :                        | 117.15            |               |
| ATTORNEY'S FEE                     | :                        | 50.00             |               |
| PRO RATA 1988 TAXES                | :                        | 46.72             |               |
| LOAN ASSUMPTION/ PAY-OFF (1ST MTG) | :                        |                   |               |
|                                    | :                        |                   |               |
|                                    | :                        |                   |               |
| DOWN PAYMENT                       | :                        | 23000.00          |               |
| MORTGAGE SATISFACTION              | :                        |                   |               |
|                                    | :                        |                   |               |
|                                    | :                        |                   |               |
|                                    | :                        |                   |               |
|                                    | :                        |                   |               |
| TOTAL DEDUCTIONS                   |                          |                   | : 23213.87    |
| NET DUE SELLER                     |                          |                   | : 12291.13    |

THE LEGAL CLINIC OF SARRATT & CLARKE  
PURCHASER'S STATEMENT OF EXPENSE AND SALE

SELLER : ADDIE GILSTRAP  
:

DATE OF CLOSING: 89/03/14

PURCHASER: MATTHEW H. WILLIMON, JR.  
: ELIZABETH WILLIMON

PROPERTY ADDRESS: 26.3 ACRES  
: PICKINS CO.

PURCHASE PRICE : 35505.00

ADDITIONS:

|                    |   |        |
|--------------------|---|--------|
| RECORDING MORTGAGE | : |        |
| RECORDING DEED     | : |        |
| STAMPS ON NOTE     | : | 4.00   |
| ATTORNEY'S FEE     | : |        |
| TRANSFER FEE       | : | 300.00 |
|                    | : |        |
|                    | : |        |

|                 |   |        |
|-----------------|---|--------|
| TOTAL ADDITIONS | : | 304.00 |
|-----------------|---|--------|

|                               |   |          |
|-------------------------------|---|----------|
| PURCHASE PRICE WITH ADDITIONS | : | 35809.00 |
|-------------------------------|---|----------|

DEDUCTIONS

|                                 |   |          |
|---------------------------------|---|----------|
| DOWN PAYMENT                    | : | 23000.00 |
| PRO RATA 1988 TAXES             | : | 46.72    |
| LOAN PROCEEDS/ASSUMPTION/PAYOFF | : |          |
|                                 | : |          |
|                                 | : |          |
|                                 | : |          |
|                                 | : |          |

|                       |   |          |
|-----------------------|---|----------|
| LESS TOTAL DEDUCTIONS | : | 23046.72 |
|-----------------------|---|----------|

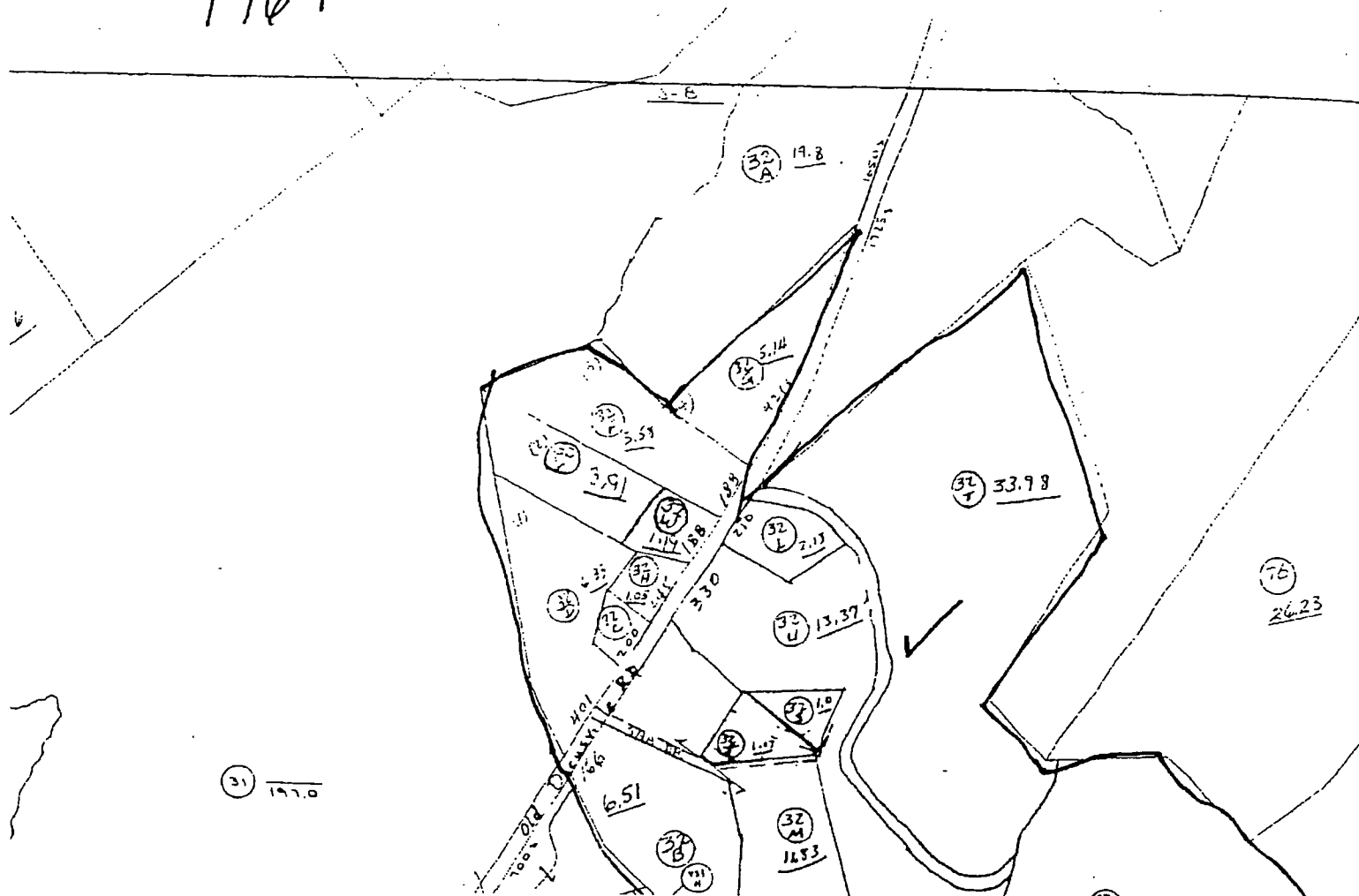
|                               |   |          |
|-------------------------------|---|----------|
| NET PAYABLE BY / TO PURCHASER | : | 12762.28 |
|-------------------------------|---|----------|

262  
204  


---

466.28

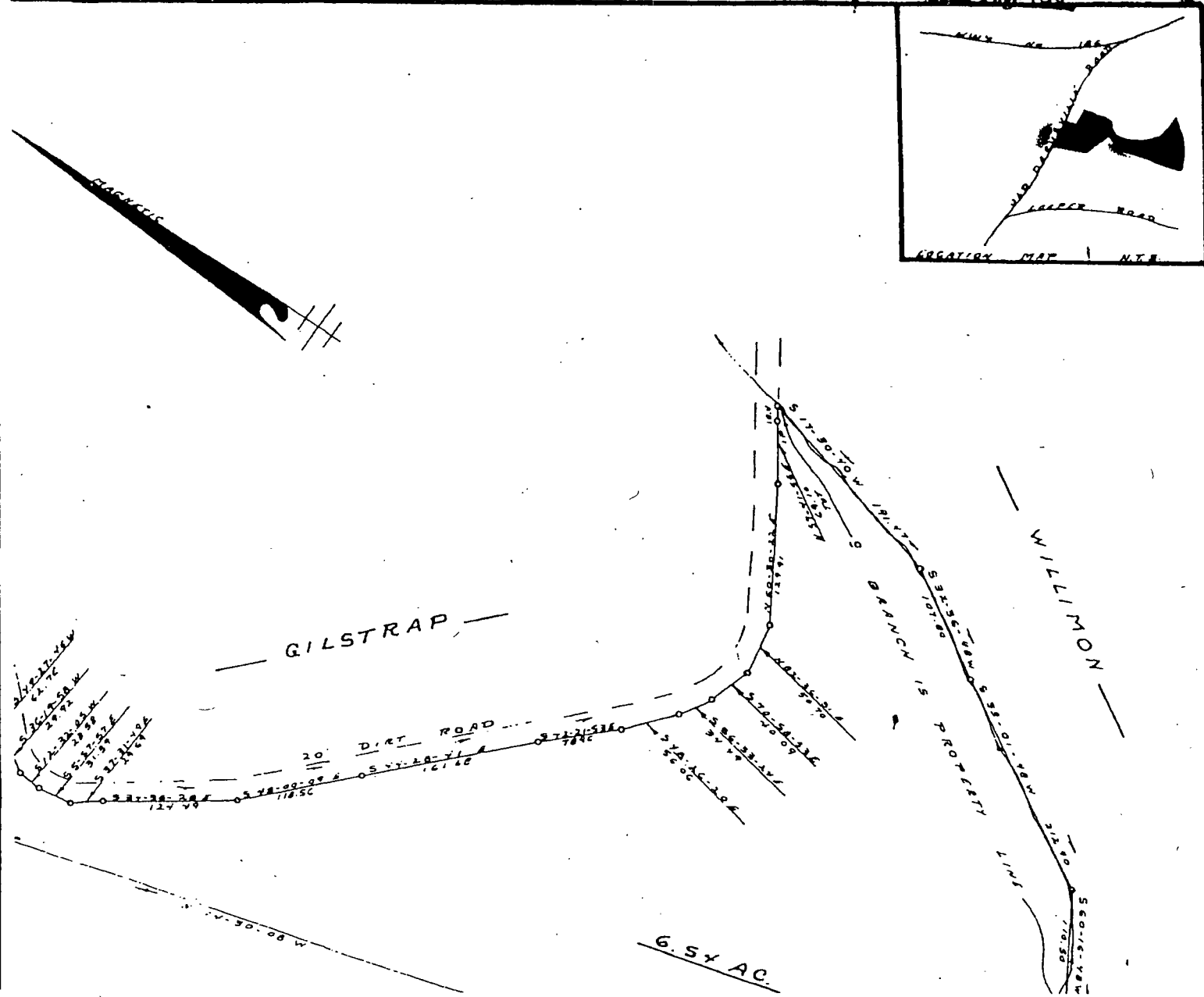
1967



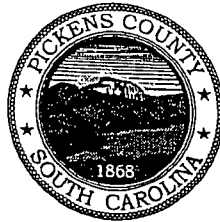
39 44B







"1968 aerial photos"



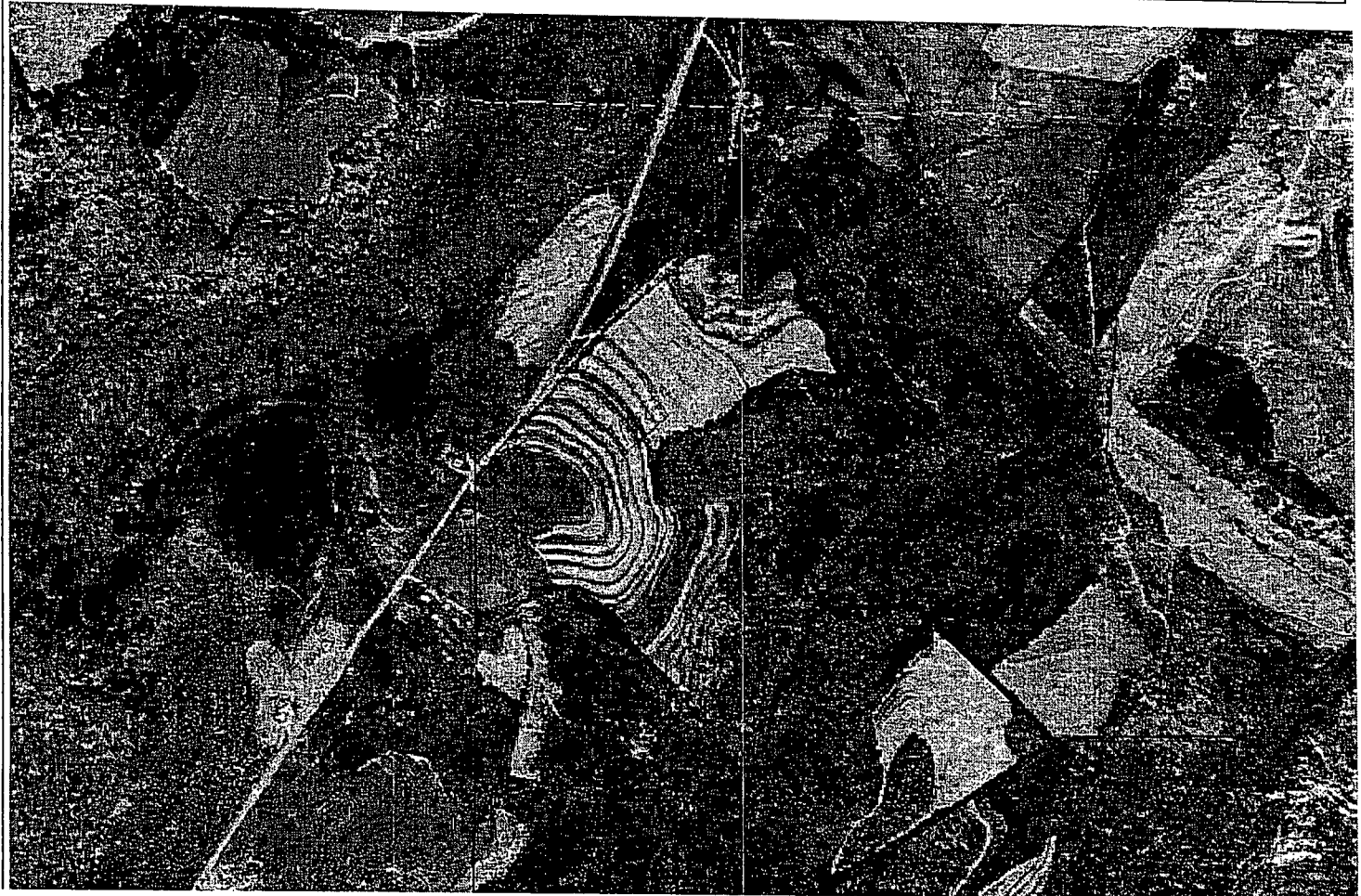
### Pickens County Assessor's Office

**Account No:** R0004773  
**Parcel No:** 5132-01-16-4313  
**Tax Area:** 8 Dacusville  
**Acres:** 26.3  
**Deed:** 60/70

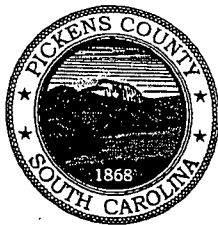
**Owner Name:** WILLIMON  
MATTHEW H JR  
**Mailing Address:** 602 CEDAR LANE RD  
GREENVILLE, SC  
296112916

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** MH AND LOT COMBINED  
**Situs Address:** 253 MUSTANG DR



" 1968 aerial photos "



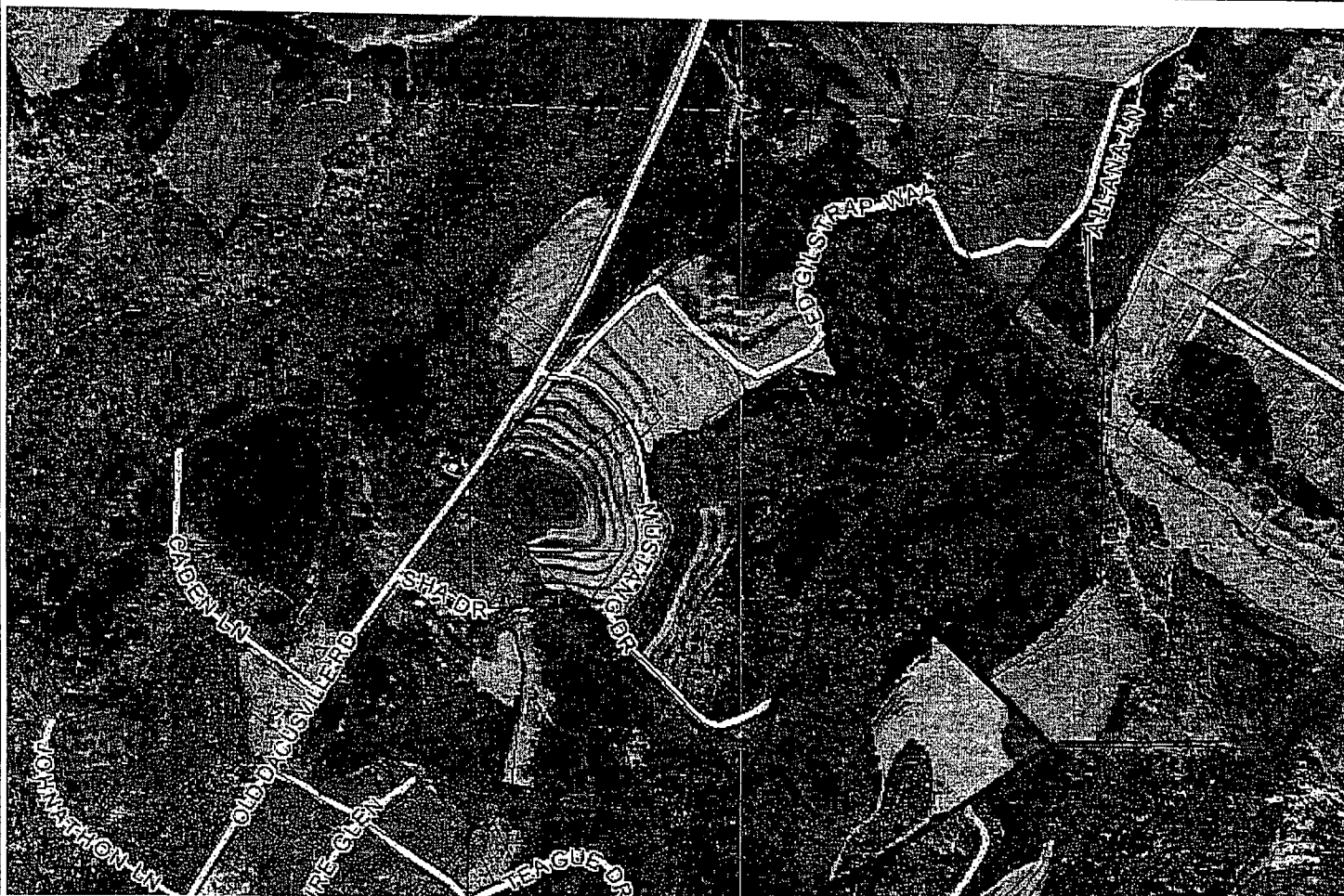
### Pickens County Assessor's Office

Account No: R0004773  
Parcel No: 5132-01-16-4313  
Tax Area: 8 Dacusville  
Acres: 26.3  
Deed: 60/70

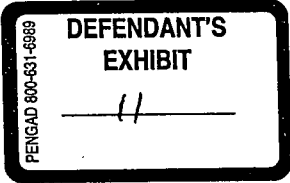
Owner Name: WILLIMON  
MATTHEW H JR  
Mailing Address: 602 CEDAR LANE RD  
GREENVILLE, SC  
296112916

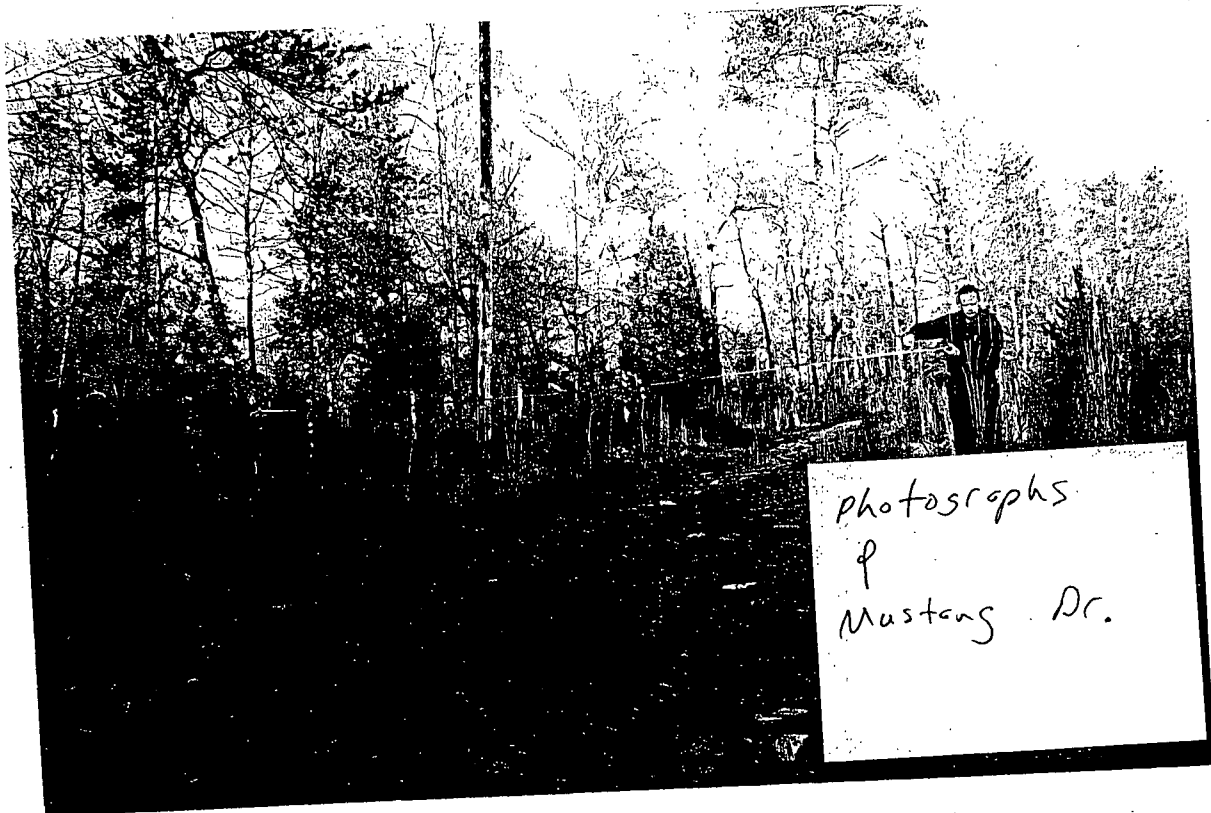
*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

Legal Description: MH AND LOT COMBINED  
Situs Address: 253 MUSTANG DR









photographs  
of  
Mustang Dr.















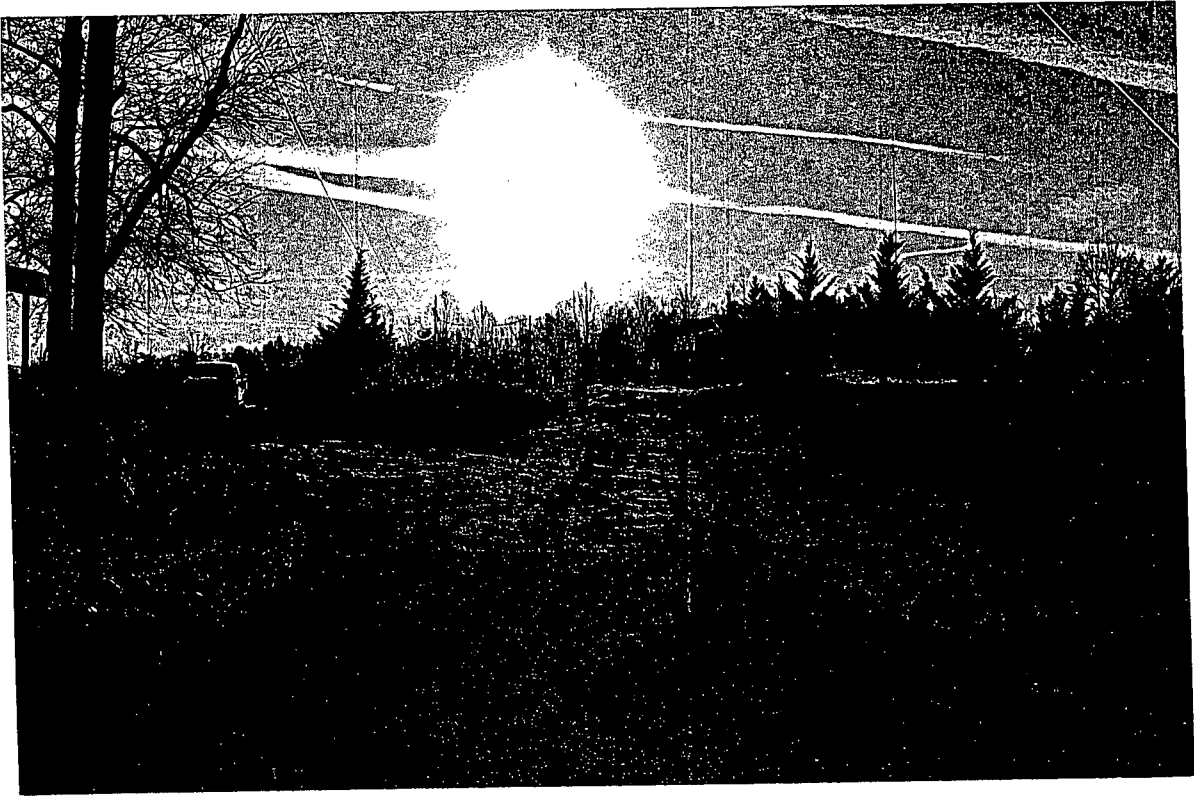


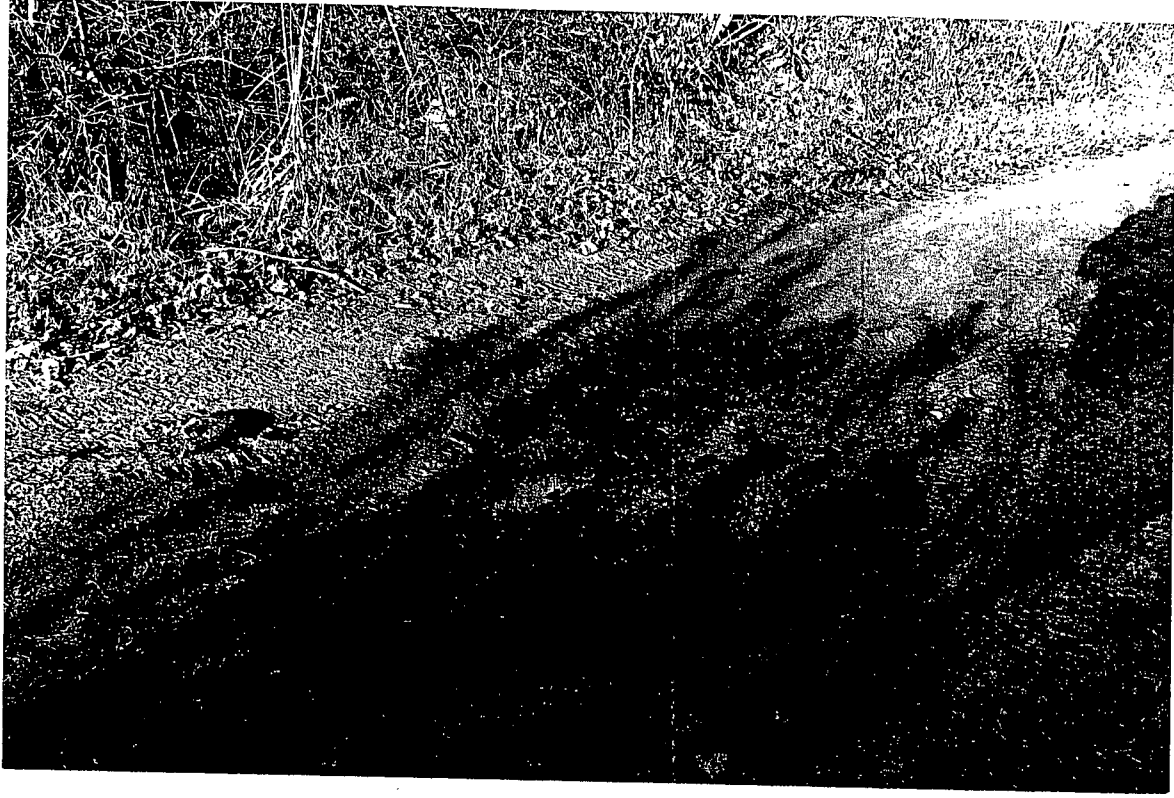








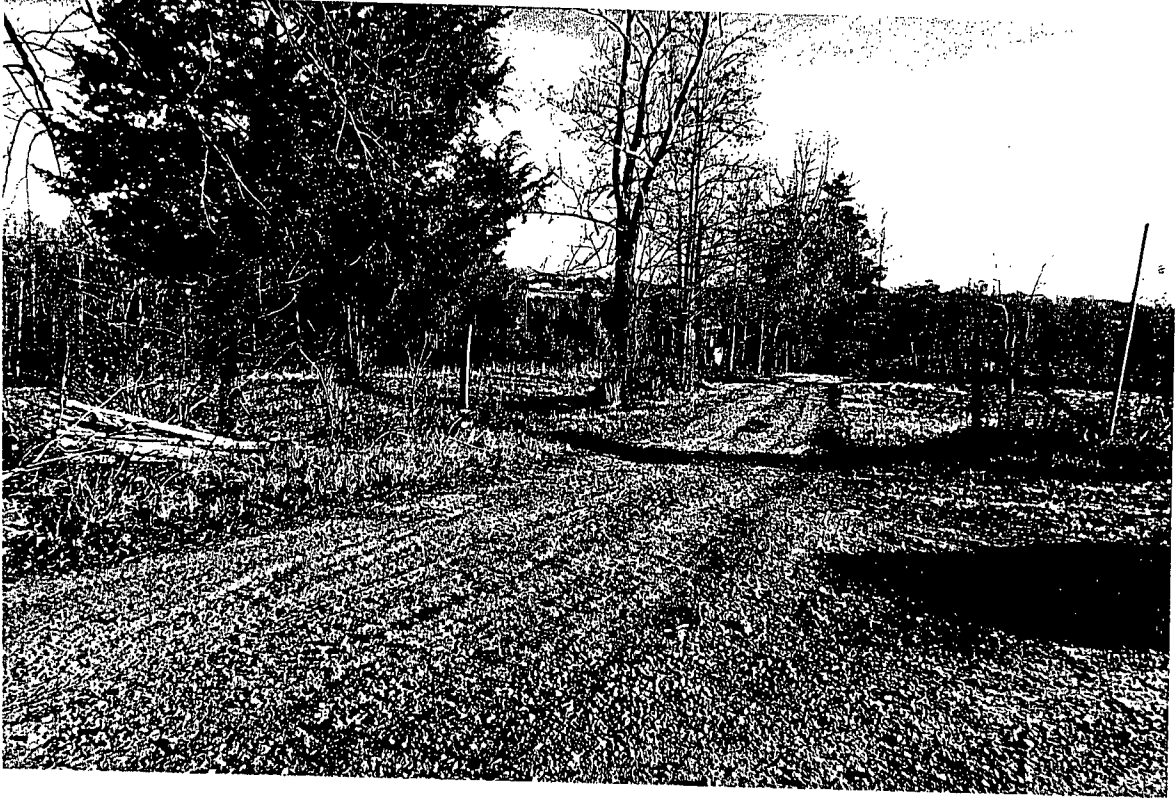


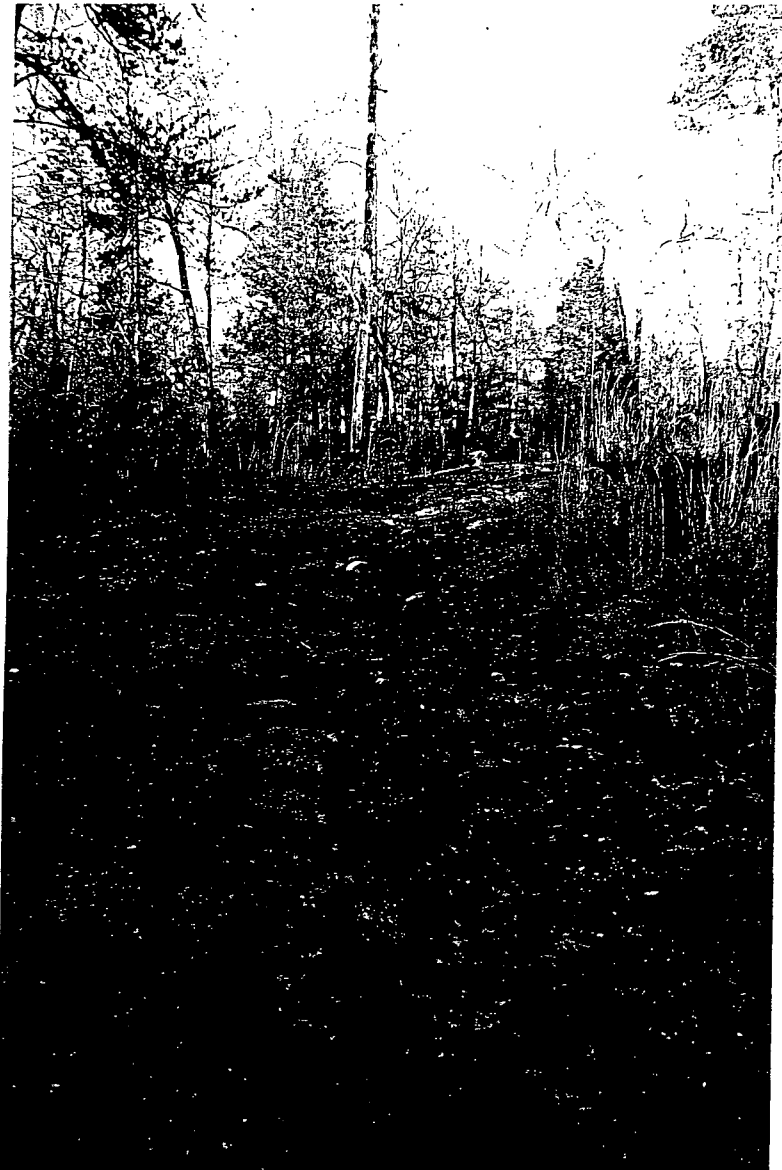
















(12)

PB  
282-13

PENGAD 800-631-6989  
**DEFENDANT'S  
EXHIBIT**  
12

les, Inc.

Ernestine P. O'Shiel  
Deed Book 36 page 316

Matthew H. Willimon, Jr.  
and  
Elizabeth Willimon  
Deed Book 60 page 70

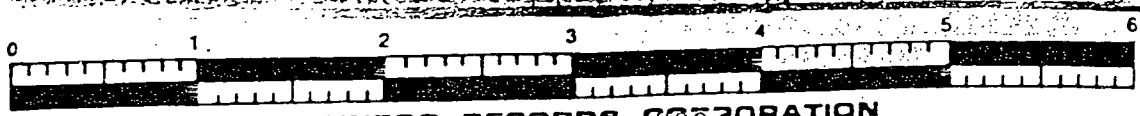
NOTE: REFER  
AND A F  
ALL IRO  
ACREAGE

Boundary S  
Thomas R.  
an  
Reba A.

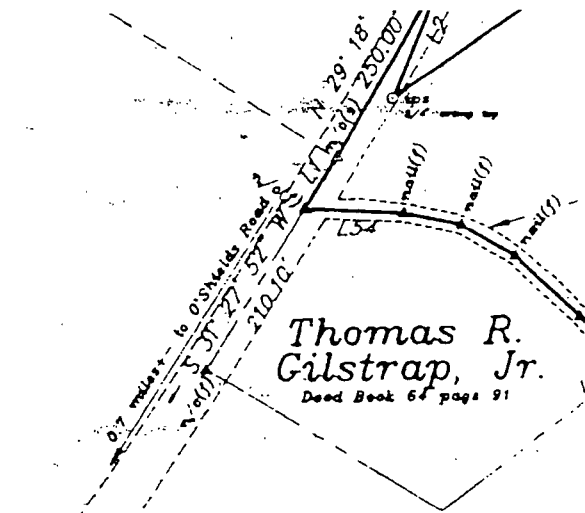
100' 0' 1'  
1" = 200'

20' easement for ingress and egress  
Deed Book 60 page 71

trap



|     |                 |         |
|-----|-----------------|---------|
| L39 | N 32° 39' 06" E | 72.43'  |
| L40 | N 20° 19' 08" E | 40.41'  |
| L41 | N 20° 20' 35" E | 45.00'  |
| L42 | N 10° 06' 16" E | 38.93'  |
| L43 | N 05° 50' 10" W | 32.64'  |
| L44 | N 22° 11' 06" W | 102.57' |
| L45 | N 08° 37' 26" W | 124.61' |
| L46 | N 11° 39' 35" W | 79.28'  |
| L47 | N 16° 29' 12" W | 50.34'  |
| L48 | N 32° 36' 58" W | 69.51'  |
| L49 | N 53° 51' 05" E | 9.57'   |
| L50 | N 39° 11' 00" W | 79.74'  |
| L51 | N 42° 42' 43" W | 100.04' |
| L52 | N 60° 44' 16" W | 70.03'  |
| L53 | N 77° 30' 48" W | 65.05'  |
| L54 | N 86° 50' 58" W | 106.66' |
| L55 | S 87° 12' 41" W | 93.81'  |



Thomas R. Gilstrap  
and  
Reba A. Gilstrap  
Deed Book 262 page 191



Thomas R.  
and  
Reba A. Gilstrap  
Deed Book 262 page 191

T.L.S.

## Vicinity Map

P. O'Shields

b 36 page 316

Total Area  
35.506 Acres

ACREAGE IS SUBJECT TO ANY AND ALL RIGHTS OF WAY  
 AND/OR EASEMENTS OF RECORD OR ON THE GROUND.

TMS# J09-00-032T

COYLE &amp; ALEXANDER

P.O. BOX 898

PICKENS, SC 29671

NOTE: REFERENCE IS HEREBY MADE TO DEED BOOK 10-L AT PAGE 494 IN THE RMC OFFICE FOR PICKENS COUNTY,  
 AND A PLAT ENTITLED "PROPERTY OF W.P. EDENS", BY W.A. HESTER DATED APRIL 27, 1937.  
 ALL IRON PINS SETTIPS ARE 3/4" CRIMP TOP PIPE, UNLESS OTHERWISE NOTED.  
 ACREAGE & PROPERTY ARE SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR ON THE GROUND.

SINCE 1909

**SMITH**

J.C. Smith & Associates  
 R.L.S. #7882  
 P.O. Box 1090 Easley, SC  
 29641/864-859-5729  
 Fax 855-8022

Date January 28, 1997

Job# 01Z99720

County Pickens  
 South Carolina

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE,  
 INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON  
 WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS  
 OF THE MINIMUM STANDARDS MANUAL FOR THE  
 PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA,  
 AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A  
 CLASS "A" SURVEY AS SPECIFIED THEREIN.

*Thomas E. Belcher* 01/28/97

J. C. Smith PLS# 7882  
 Thomas E. Belcher PLS# 18126  
 Robert Dale Kirk PLS# 76131

Boundary Survey for

Thomas R. Gilstrap  
 and  
 Reba A. Gilstrap

100' 0 100' 200'



1"=200'



tes, Inc.

Ernesti

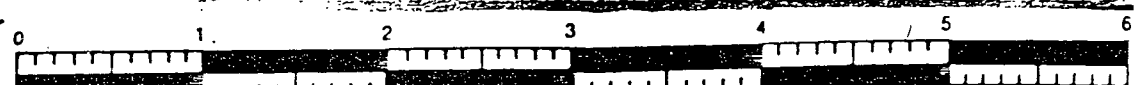
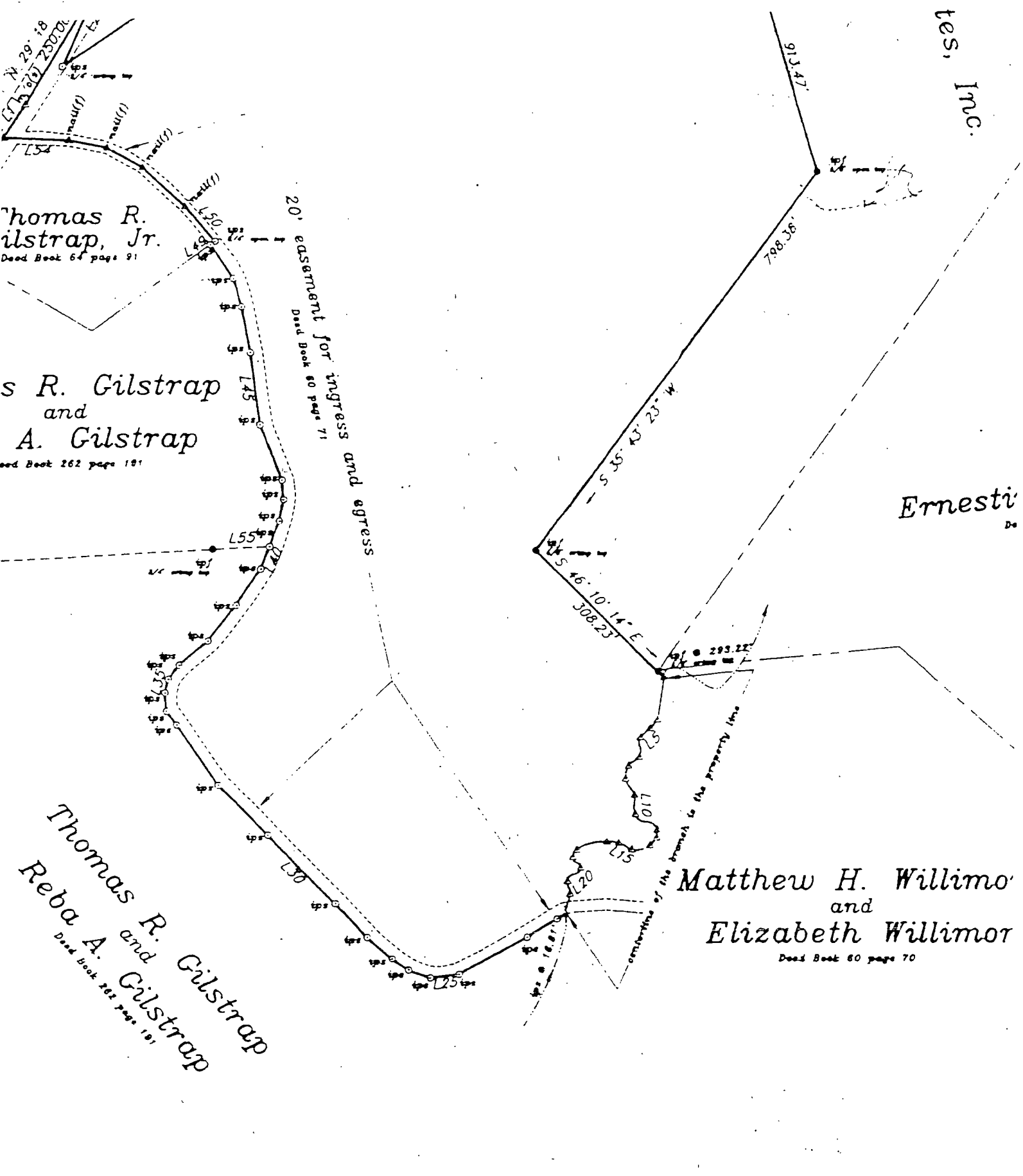
Matthew H. Willimo  
and  
Elizabeth Willimor  
Deed Book 60 page 70

Thomas R. Gilstrap  
and  
Reba A. Gilstrap  
Deed Book 262 page 191

Thomas R. Gilstrap, Jr.  
Deed Book 64 page 91

s R. Gilstrap  
and  
A. Gilstrap  
Deed Book 262 page 191

20' easement for ingress and egress  
Deed Book 60 page 71



utor  
 N 52° 22' 46" E  
 207.14'

Don Reed & Associates, Inc.  
 Deed Book 14-11 page 3

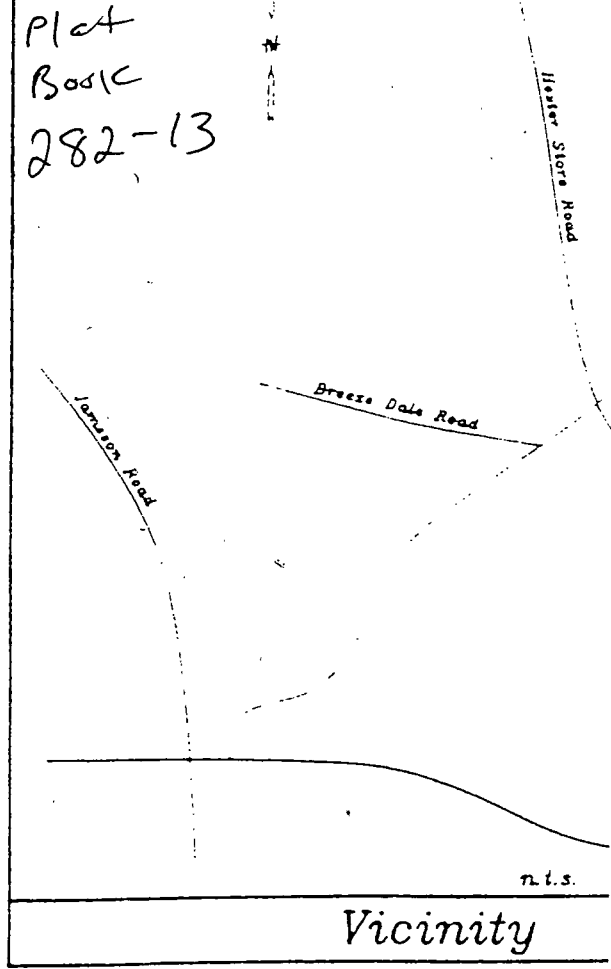
Magnetic North  
 For bearing bars see Plat Book 67 p

S 17° 03' 10" E  
 913.47'  
 798.36'

Ernestine P. O'Shields  
 Deed Book 36 page 316

293.22'  
 to the property line

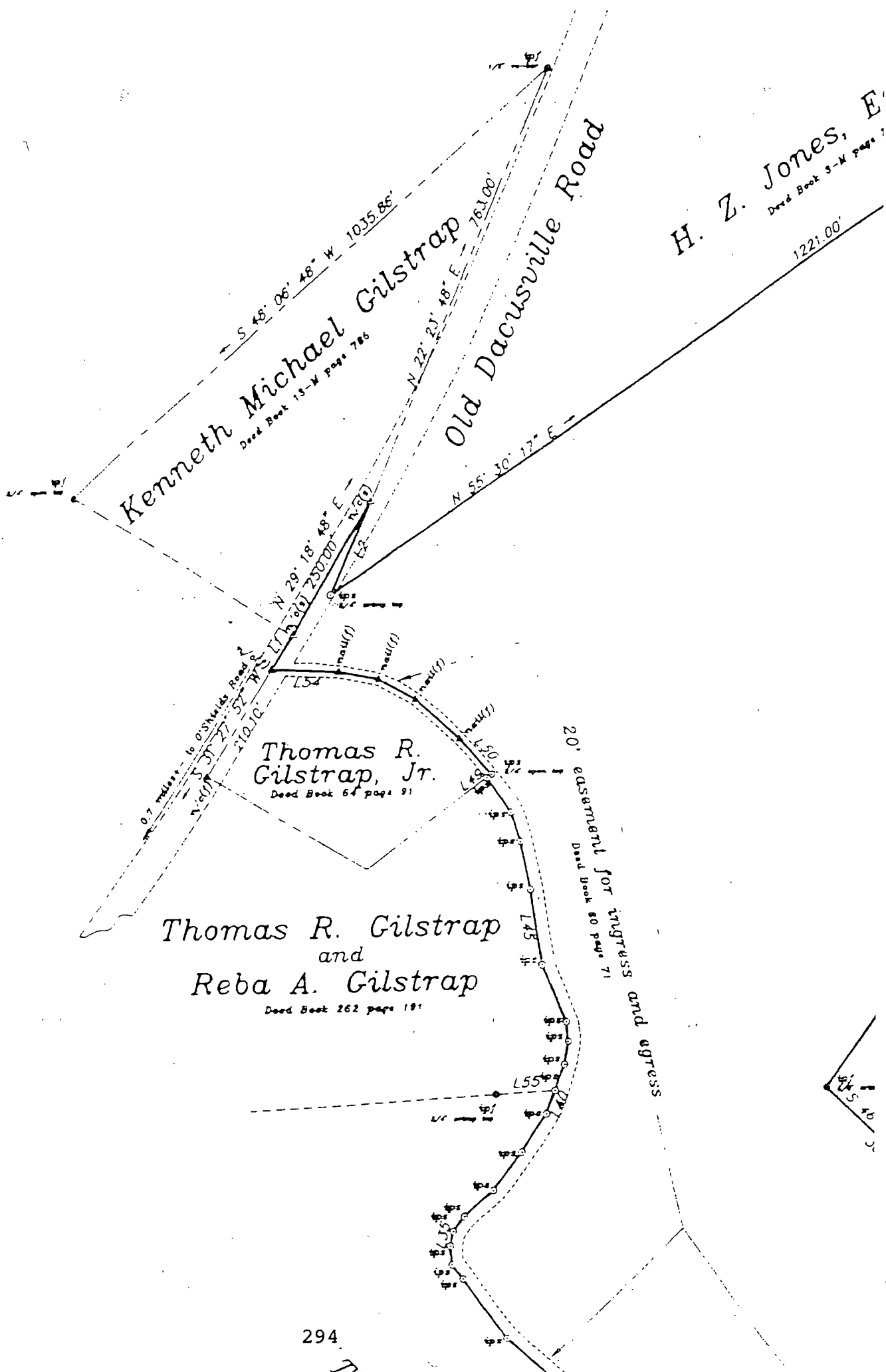
Plat  
 Book  
 282-13



Total Area  
35.506 Acres

ACREAGE IS SUBJECT TO ANY AND ALL RIGHTS AND/OR EASEMENTS OF RECORD OR ON THE

23.65'  
 22.37'  
 31.75'  
 32.77'  
 44.65'  
 13.29'  
 17.01'  
 31.04'  
 25.29'  
 20.55'  
 53.78'  
 13.20'  
 22.23'  
 31.58'  
 22.01'  
 34.66'  
 75.15'  
 129.93'  
 50.71'  
 40.10'  
 34.50'  
 56.07'  
 78.99'  
 161.80'  
 118.62'  
 124.56'  
 29.69'  
 31.39'  
 23.56'  
 29.92'  
 62.76'  
 75.67'  
 72.43'  
 40.41'  
 45.00'  
 38.93'  
 32.64'  
 102.52'  
 124.61'  
 79.28'  
 50.34'  
 69.51'  
 9.57'  
 79.74'  
 100.04'  
 70.03'  
 65.05'  
 106.66'  
 93.81'



H. Z. Jones, E.  
 Deed Book 3-M page 1

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Matthew H. Willimon, Jr.  
and Elizabeth Willimon,

Plaintiffs,

vs.

Jake Gilstrap, Thomas R.  
Gilstrap, Sr., John Gilstrap,  
Yvonne G. Smith, Jason A.  
Smith, and Patricia Gilstrap,

Defendants.

. . . . .

) IN THE COURT OF COMMON PLEAS

) Case No.: 2012-CP-39-144

)

)

)

)

)

)

)

)

)

)

)

AFFIDAVIT

2012 FEB 14 A 10:32

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

Deponents being first duly sworn states as follows:

The Plaintiffs and Defendants are upon information and belief residents and citizens of Pickens County, South Carolina. The real property which is the subject to this litigation is located in Pickens County.

The Plaintiffs own real property located at 253 Mustang Rd., Easley, South Carolina, in Pickens County. The Defendants either have an ownership interest in adjoining real property to the real property owned by the Plaintiffs or live near the plaintiffs.

The Plaintiffs were granted an easement by written agreement which is recorded in Book 60 @ page 71 in the Register of Deeds office for Pickens County and the right to construct a 20 foot road from plaintiffs' real property to Old Dacusville Road, for ingress and access to their real property, a copy of which is attached. This easement agreement granted the Plaintiffs the **EXCLUSIVE** right to use the road that they construct and maintain,

including the right to fence or place gates on or along the access road. Plaintiffs constructed a long road from Old Dacusville Rd. to their property at their expense.

The Plaintiffs have attached an aerial map that shows the relative points where the parties live or are believed to live. Defendants Smith live at designated area "A", which is owned by Patricia Gilstrap. Defendants Jake Gilstrap and Thomas Gilstrap, Sr. live in designated area "B". Defendant John Gilstrap upon information and belief owns designated area "C" but deponents do not know where he lives. Plaintiffs own designated area "D". Mustang drive is the road constructed by plaintiffs and which is their exclusive easement and right of way.

The defendants and their minor children, without authorization or permission or consent of the Plaintiffs and after notice not to do so, use plaintiffs' exclusive right of way, or allow others who live on their property to use this road. The Defendants have placed and constructed entrances to their real property from plaintiffs' road without permission or consent and over the objections of Plaintiffs. The Plaintiffs have repeatedly warned the Defendants at one time or another that they nor anyone on their behalf are allowed to use this road as plaintiffs have exclusive use of the road. However, the Defendants continue to trespass and use this road. The minor children, Andrew and Chase, of some of the defendants constantly use the road with ATVs, harassing and interfering with

plaintiff's use of this road. Andrew is the son of Jake Gilstrap and Plaintiffs are unsure as to whom Chase belongs to. The attached letter was sent to Thomas R. Gilstrap, Sr. on March 16, 2009 but has done no good as the harassment has just increased.

Plaintiffs have been threatened, cursed at, and harassed when they attempt to use the road by the Defendants and Andrew and Chase. The threats include causing damage to plaintiffs' property, cars, and livestock. Jake Gilstrap threatened Homer Willimon with physical harm and stated that he was going to put nails in the driveway. On one occasion, Homer Willimon was working on the driveway when Jake Gilstrap drove his tractor on the driveway, blocking the driveway, and yelled at both deponents in an intimidating and threatening way. On one occasion, Andrew Gilstrap who is a minor followed Elizabeth Willimon on a 4 wheeler as she was driving on the driveway, making obscene gestures and calling her a bitch. She will not use the driveway because of the harassment. The Plaintiffs' night light has been shot out three times. The Plaintiffs and their daughter have been parked on their driveway and the Gilstraps will come on the road and question them about what they are doing. Both Andrew and Chase have cursed Homer Willimon when he uses the driveway. These boys ride 4 wheelers on the driveway all of the time and Homer Willimon has caught Jake and Tom Gilstrap, Sr. just riding on the

driveway. The harassment is worse when Andrew and Chase are out of school. All of the defendants have road frontage and just use the driveway to harass the Plaintiffs. They put a drive off of Plaintiffs' exclusive driveway to the John Gilstrap property and a drive to the Smith mobile home, all without permission from the Plaintiffs. The Sheriff's department has been called on several occasions but nothing has resolved the problem.

The Defendants continue to trespass on Plaintiffs' exclusive easement and Plaintiffs' request that the Court issue a restraining order prohibiting the Defendants, their minor children or anyone on their behalf, from coming on or using in anyway the access road that they have constructed pursuant to the above easement agreement.

Signed this 13 day of February, 2012.

James C. Coleman

Elizabeth Williams

SWORN to before me this 13  
day of Feb, 2012.

James C. Coleman

Notary Public for South Carolina

My commission expires: 03/03/20

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

66 71  
EASEMENT AGREEMENT

KNOW all men by these presents, that I, Addie Gilstrap, for valuable consideration, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto Matthew H. Willimon, Jr. and Elizabeth Willimon, their heirs and assigns forever, an easement of ingress of egress across property owned by me as described in a deed recorded on January 18, 1964 in Deed Book 10-L at Page 494, Clerk of Court for Pickens County, South Carolina for the following purposes:

1. To construct a twenty (20) foot road from property to be deeded to Matthew H. Willimon, Jr. and Elizabeth Willimon by deed of even date through the property above described to give access to Old Dacusville Road.

2. For the consideration paid by Grantee to Grantor, Grantor grants to Grantee, their heirs and assigns the exclusive right to use the road constructed by and maintained by Grantees, including the right to fence or place gates on or along the said access road.

To have and hold all and singular the aforementioned easement, unto the Grantee, his heirs and assigns forever. Grantor hereby binds herself, her heirs, successors or administrators and assigns to warn and forever defend all and singular the said premises unto the Grantee above named for the purposes herein set forth.



IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 14th day March, 1989.

James S. Sear  
Deborah R. Whitener

Addie Gilstrap  
Addie Gilstrap

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

Personally appeared before me the undersigned witness and made oath that he saw the within named Addie Gilstrap sign, seal and as her act and deed deliver the within written Easement Agreement and that he with the other witness subscribed above, witnessed the execution thereof.

James S. Sear

SWORN to before me this  
14 day of March, 1989

Deborah R. Whitener  
Notary Public for South Carolina  
My Commission Expires: 7-11-96

003352  
James Sear  
OLIVER A. NEALY  
FILED  
MAR 17 10 25 AM '89  
CLERK OF COURT  
PICKENS, S.C.

The within document was filed  
or recorded on the 17<sup>th</sup> day of

March 1989

in Book 60 Page 71  
Oliver A. Nealy  
Clerk of Court and Notary  
Pickens 300, S.C.

# Pickens County Assessor's Office

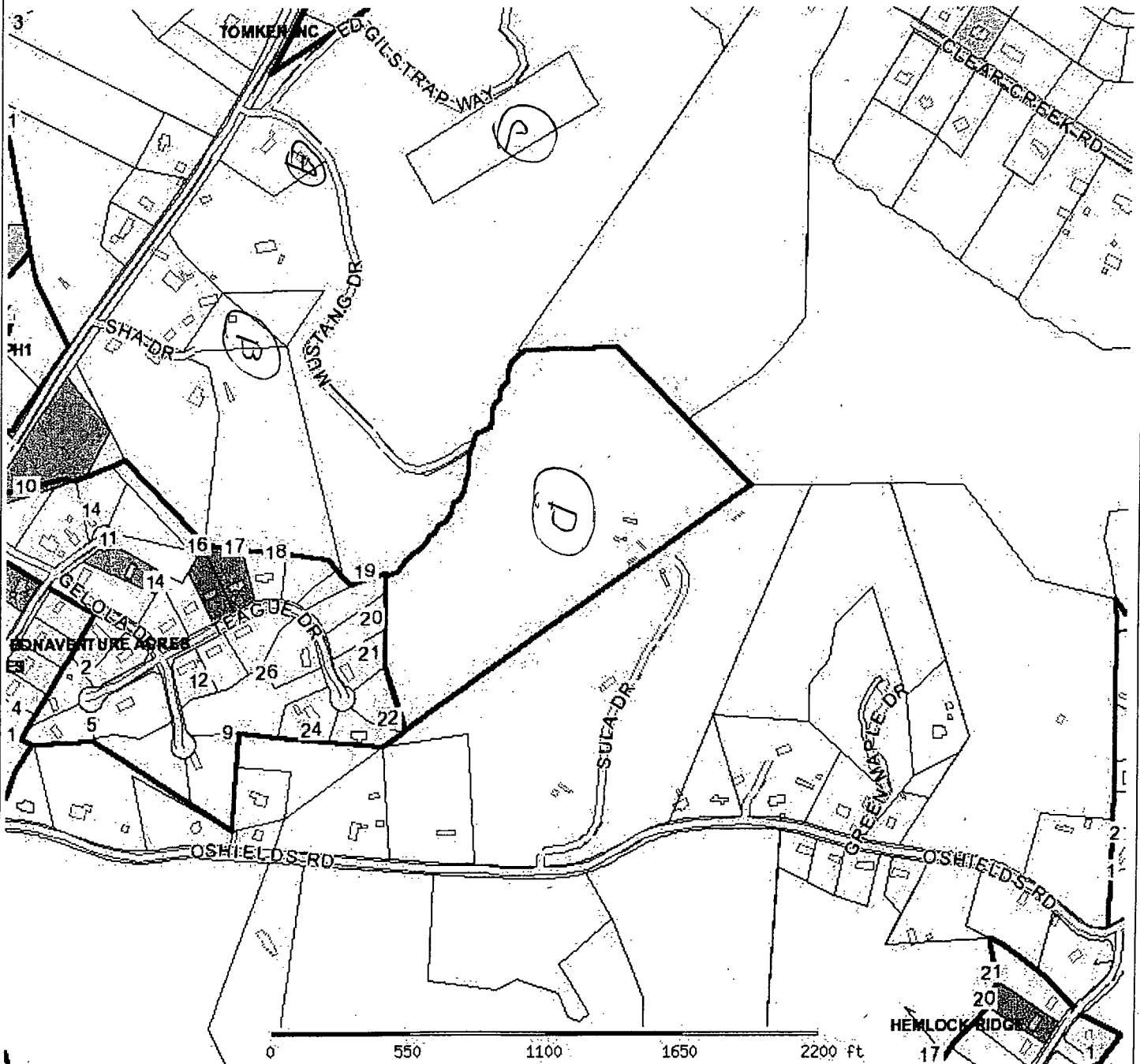


**Account No:** R0004773  
**Parcel No:** 5132-01-16-4313  
**Tax Area:** 8 Dacusville  
**Acres:** 26.3  
**Deed:** 60/70

**Owner Name:** WILLIMON  
MATTHEW H JR  
**Mailing Address:** 602 CEDAR LANE RD  
GREENVILLE, SC  
296112916

*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** MH AND LOT COMBINED  
**Situs Address:** 253 MUSTANG DR



**ALEXANDER LAW FIRM**

107 E. Main Street  
Post Office Box 618  
Pickens, SC 29671

James C. Alexander  
Steven L. Alexander

(864) 898-3208 T  
(864) 898-3408 F

March 16, 2009

Mr. Thomas R. Gilstrap, Sr.  
1126 Old Dacusville Road  
Easley, SC 29640

RE: Matthew H. Willimon, Jr. and Elizabeth Willimon

Dear Mr. Gilstrap:

I have been retained to represent Matthew and Elizabeth Willimon regarding a problem they are currently having regarding their driveway. It appears that you own property surrounding the Willimon property and that you and others are using the Willimon's driveway. Apparently damage has been caused to the driveway and you are making no effort to help maintain the driveway.

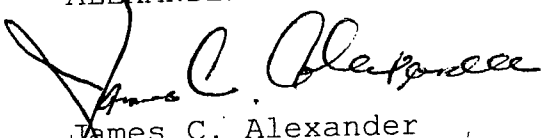
Mr. and Mrs. Willimon have an exclusive right to use this driveway pursuant to an easement agreement from Addie Gilstrap dated March 14, 1989. I have enclosed a copy of that document for your information. You will note that Mr. and Mrs. Willimon were granted an "exclusive right to use the road constructed by and maintained by Grantees, including the right to fence or place gates on or along the said access road."

This is to put you on notice that Mr. and Mrs. Willimon consider the use by any other person to be a trespass on their property. You are to cease using that driveway or allowing anyone else on your behalf to use that driveway. If you or anyone else is caught on this driveway after receipt of this letter, that person will be considered to be a trespasser and the Willimons will prosecute that person to the full extent of the law.

If you have any questions regarding this matter you may call me.

Sincerely,

ALEXANDER LAW FIRM

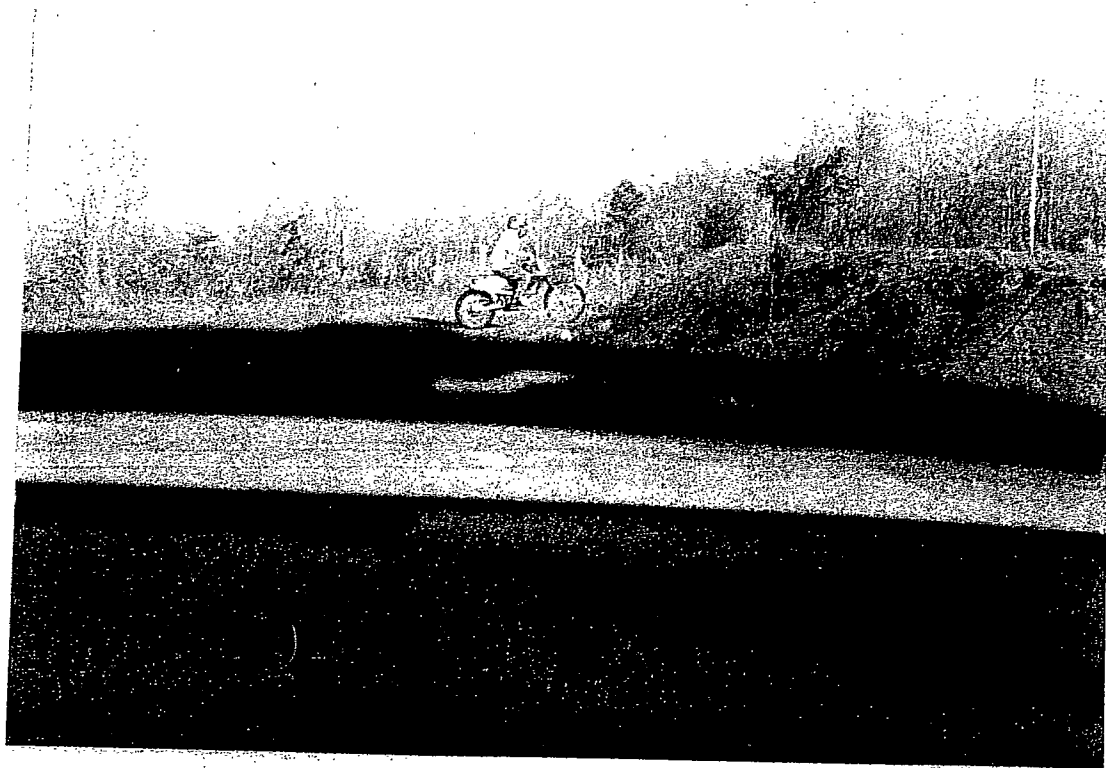


James C. Alexander

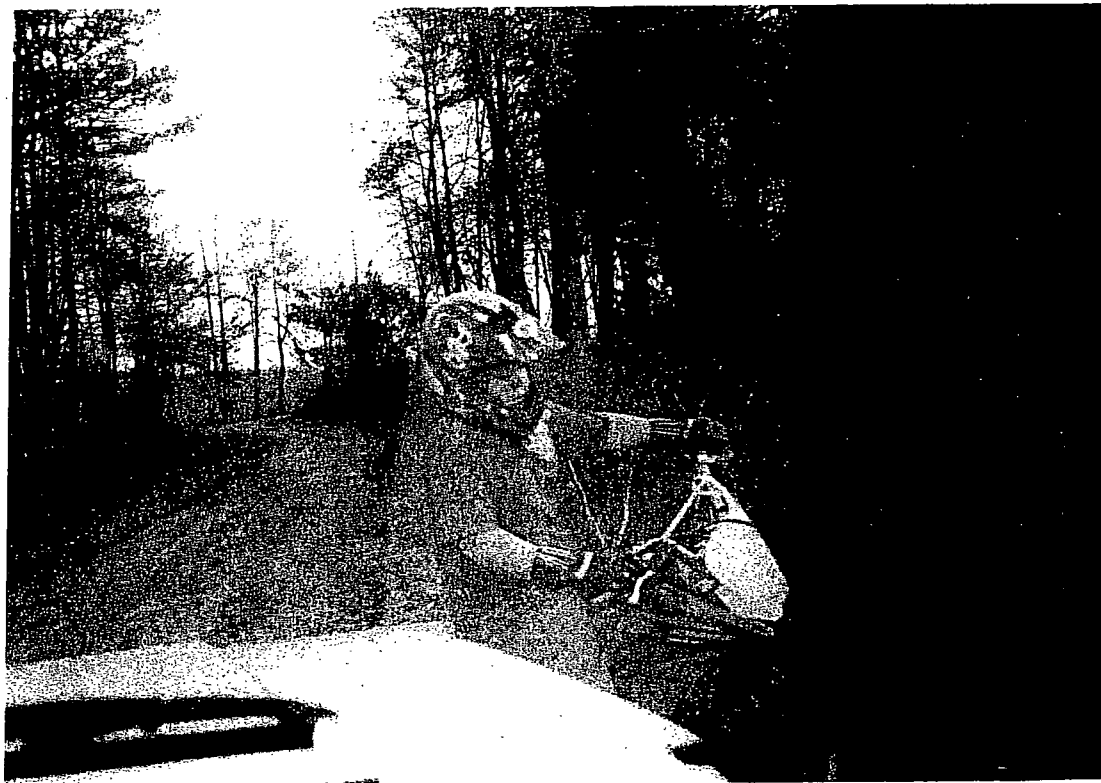
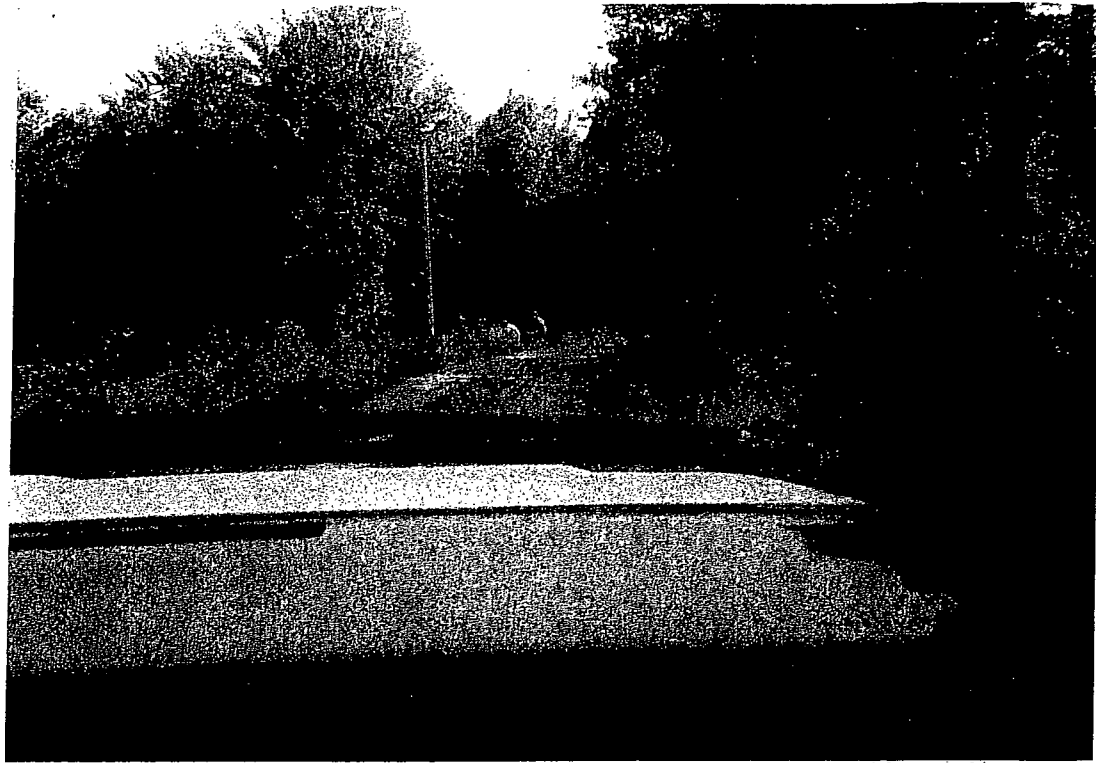
JCA:ct

cc: Mr. and Mrs. Matthew H. Willimon, Jr.  
253 Mustang Drive  
Easley, SC 29640













STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

IN THE COURT OF COMMON PLEAS

Matthew H. Willimon, Jr. and Elizabeth Willimon, )  
Plaintiffs, )

vs. )

Jake Gilstrap, Thomas R. Gilstrap, Sr., )  
John Gilstrap, Yvonne G. Smith, Jason A. )  
Smith, and Patricia Gilstrap, )  
Defendants. )

AFFIDAVIT OF JACOB A. (JAKE) GILSTRAP  
Case No: 2012-CP-39-144

Jacob A. (Jake) Gilstrap, being first duly sworn, deposes as follows:

1. I am a Defendant in this action for injunctive and other relief. My parents, my siblings, and I reside on our property which lies between Plaintiffs' property and Old Dacusville Road, a public road. The Gilstrap family owns 110 acres at this location and we have owned this property for over 60 years.

2. In 1989, my great-aunt Addie Gilstrap conveyed 26.3 acres to Plaintiffs for \$35,505.00. This property does not front on a public road. A copy of the Pickens County Assessor's Office tax map of the parties' properties is attached hereto as Exhibit "A."

3. At the same time, Addie Gilstrap as grantor executed an Easement Agreement with Plaintiffs as grantees which conveyed to Plaintiffs an easement of ingress and egress across property owned by Addie Gilstrap, for the following purposes:

(a) To construct a twenty (20') foot wide road from Plaintiffs property to Old Dacusville Road; and

(b) The exclusive right to use the road constructed and maintained by Plaintiffs, including the right to fence or place gates on or along the road.

Plaintiffs have NEVER constructed any such road.

4. Plaintiffs use Mustang Drive for access from Plaintiffs' property to Old Dacusville Road. Mustang Drive is a dirt road runs through my family's property and is over 2000 feet in

length. My parents, my siblings and I also use Mustang Drive on a daily basis for access to our homes, fields, timberland, family cemetery and fenced pasture where livestock is kept. The Gilstrap family has used Mustang Drive for well over 40 years.

Mustang Drive is a field road, which we simply call "the dirt road." I am 40 years old and this dirt road has been in use as long as I can remember. This dirt road is the same road referred to as the "existing old farm road" on the plat of Plaintiffs property. A copy of the plat is attached hereto as Exhibit "B."

5. Plaintiffs are not entitled to the exclusive use of Mustang Drive because Plaintiffs did not and have not constructed any road or driveway across the property now or formerly owned by Addie Gilstrap.

Defendants intend to challenge the wording of the Easement Agreement in our Answer and Counterclaim, but the clear language of the Easement Agreement is that Plaintiffs have an exclusive easement for access only over the road to be constructed by Plaintiffs, which Plaintiffs have never done.

Also, Plaintiffs are not entitled to the exclusive use of Mustang Drive because it is the only means for Defendants to have access to large portions of our property. In our Answer and Counterclaim, Defendants will claim an easement by prescription over Mustang Drive.

6. Defendants do not contest Plaintiffs' right to use Mustang Drive for access from Old Dacusville Road to Plaintiff's property on a non-exclusive basis, provided that Defendants have the same right to use Mustang Drive for access to Defendants' property.

END OF AFFIDAVIT

Sworn to before me this 16<sup>th</sup> day  
of February, 2012.

James M. Rabieran  
Notary Public for South Carolina

My Commission expires: 8-12-21

Jacob A. Gilstrap  
Jacob A. Gilstrap

## Pickens County Assessor's Office

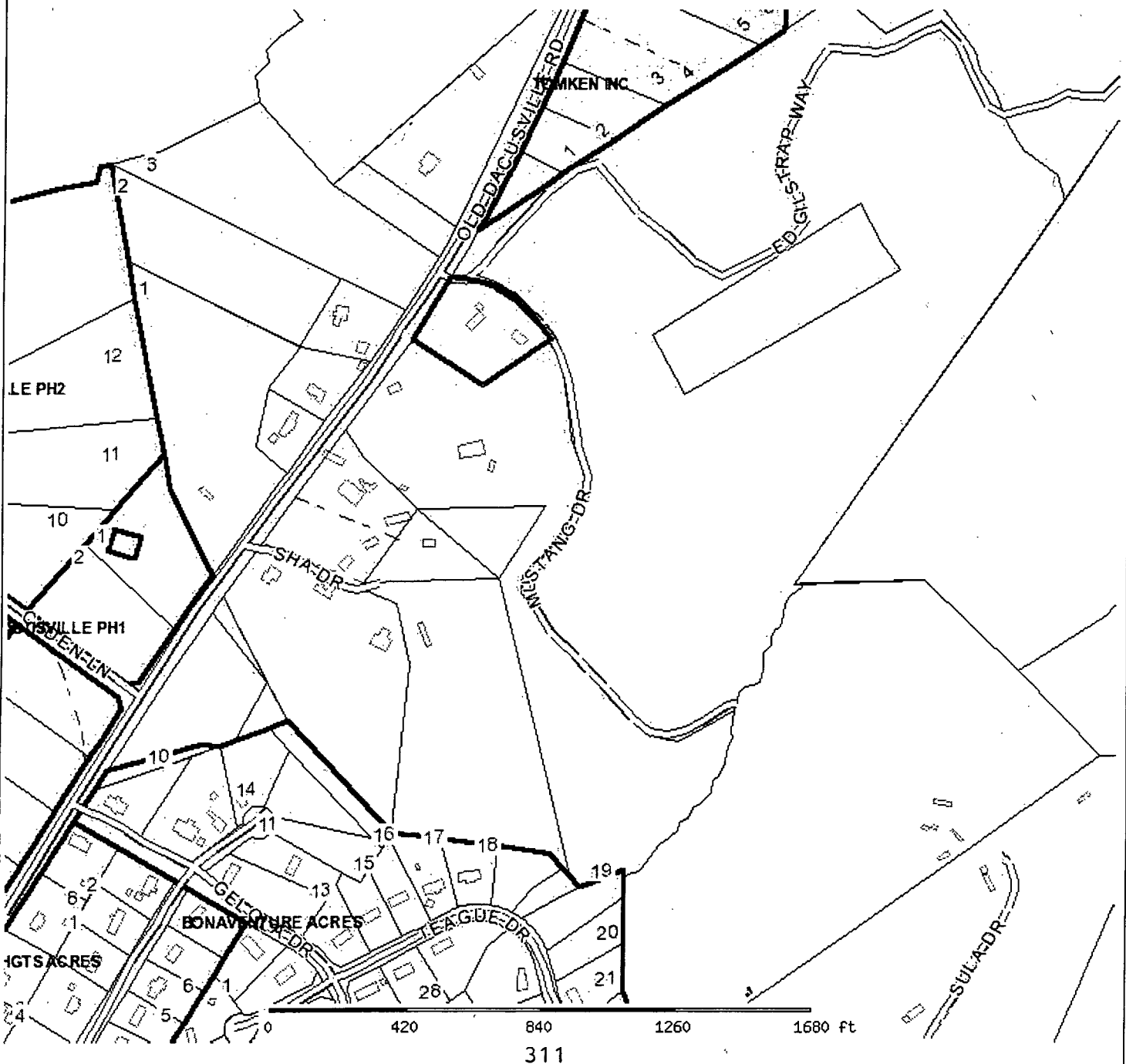


**Account No:** R0004764  
**Parcel No:** 5132-01-07-2731  
**Tax Area:** 8 Dacusville  
**Acres:** 2.13  
**Deed:** 64/91

**Owner Name:** GILSTRAP THOMAS R JR  
**Mailing Address:** 1140 OLD DACUSVILLE RD  
 EASLEY, SC 296407962

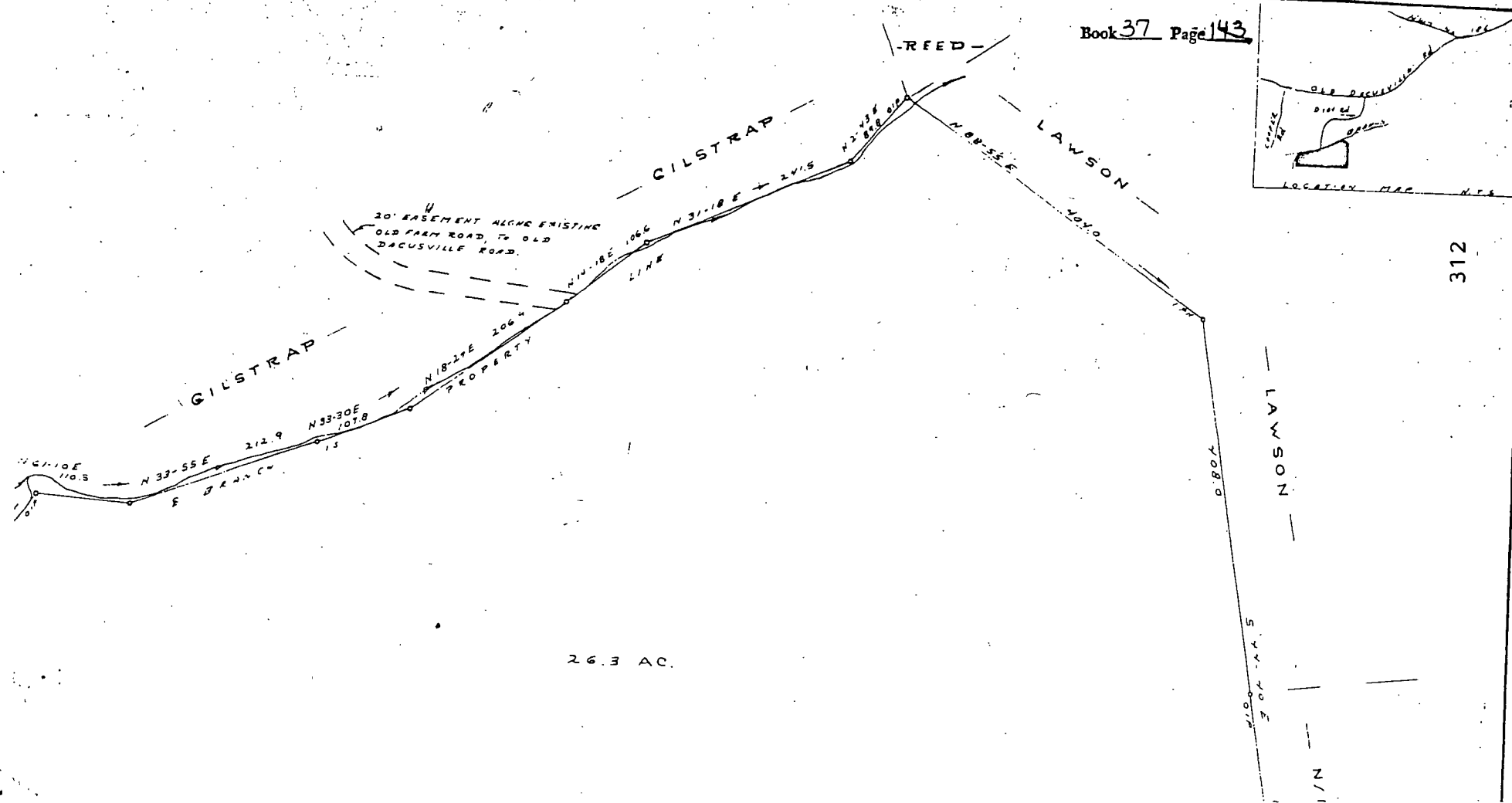
*The Pickens County Assessors office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Assessor parcel maps are for assessment use only and do NOT represent a survey. Any person or entity who relies on any information obtained from this website does so at his or her own risk.*

**Legal Description:** E/SIDE OLD DACUSVILLE HWY  
**Situs Address:** 1140 OLD DACUSVILLE RD



|         |       |       |      |
|---------|-------|-------|------|
| ACRES   | 17.00 | 11.00 | 1.00 |
| FEET    | 17.00 | 11.00 | 1.00 |
| SECTION | 17.00 | 11.00 | 1.00 |

Book 37 Page 143



Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

October 28, 2014



James C. Alexander  
Post Office Box 618  
Pickens, South Carolina 29671  
(864) 898-3208  
Attorney for Appellants

**RECEIVED**  
NOV 06 2014  
**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM PICKENS COUNTY  
Court of Common Pleas

Charles B. Simmons, Jr., Special Referee

---

Appellate Case No. 2014-001233

Matthew H. Willimon, Jr. And Elizabeth Willimon

. . . . . Appellants,

V.

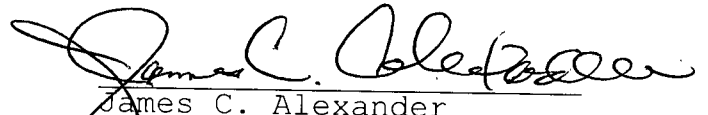
Jake Gilstrap, Thomas R. Gilstrap, Sr., John Gilstrap, Yvonne  
G. Smith, Jason A. Smith, and Patricia Gilstrap,

. . . . . Respondents.

---

PROOF OF MAILING

I certify that I have served one copy of the Record On  
Appeal on the respondents, Jake Gilstrap, Thomas R. Gilstrap,  
Sr., John Gilstrap, Yvonne G. Smith, Jason A. Smith, and  
Patricia Gilstrap, by depositing a copy in the United States  
Mail, postage prepaid, on the 5th day of November, 2014,  
addressed to their attorney of record, Mr. James M. Robinson,  
Robinson Law Firm, Attorney at Law, P.O. Box 738, Easley, S.C.  
29641.

  
James C. Alexander  
The Alexander Law Firm  
P.O. Box 618  
Pickens, SC 29671  
(864) 898-3208  
Attorney for Appellants

Dated: November 5, 2014

**RECEIVED**

NOV 06 2014

**SC Court of Appeals**