

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

FORM 4

JUDGMENT IN A CIVIL CASE

RECEIVED

CASE NO. 2014 CP-10-05608

APR 28 2016

James Bradley Williams and Robert Blair Kline, Jr.

Merle S. Tamsberg

SC Court of Appeals

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Jane C. Bou9ch

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. See Page 2 for additional information.
- 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 :

FILED
 2016 MAR 29 PM 2:38
 JULIE J. ARMSTRONG
 CLERK OF COURT

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge

Judge Code 3062

Date 3/25/16

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

James Bradley Williams and Robert Blair
Kline, Jr.,

Plaintiffs,

vs.

Merle S. Tamsberg,

Defendant.

IN THE COURT OF COMMON PLEAS

Case No. 2014-CP-10-05608

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT/DENYING PLAINTIFFS'
MOTION FOR SUMMARY
JUDGMENT**

FILED
16 MAR 29 PM 2:08
JIMMY L. ARMSTRONG
CLERK OF COURT

This matter is before the Court on cross-motions for summary judgment. A hearing on Plaintiffs' *Motion for Summary Judgment* was held before me on March 2, 2016, and a hearing on Defendant's *Motion for Summary Judgment* was held before me on March 11, 2016. The parties were represented by counsel at each hearing. After reviewing Plaintiffs' and Defendant's pending motions, memoranda with exhibits, and considering the arguments of counsel, the Court finds that Plaintiff's motion is denied and Defendant's motion is granted, for the reasons set forth more specifically below.

FINDINGS OF FACT

This lawsuit arises out of a dispute between Defendant and Plaintiffs regarding an easement benefiting Defendant's property at 47 Legare Street, Charleston, South Carolina (the "*Easement*") which allows the Defendant to use a portion of Plaintiffs' property at 45 Legare Street for access to the Defendant's property. Prior to 1911, 45 and 47 Legare Street were one lot. In 1911, W.G. Hinson divided the property, conveying to Julia R. Dill the portion currently identified as 47 Legare Street, and reserving for himself the portion currently identified as 45 Legare Street. In the deed, dated April 15, 1911 and recorded in the RMC Office for Charleston

County in Book W25, Page 13 (the "*Dill Deed*"), Hinson conveyed to Julia Dill an easement. The description of the Easement in the Dill Deed reads: "Also the full and free use and enjoyment as an easement to run with the land of the right of ingress, egress, and regress, in, over, through, and upon the alleyway eight (8) feet wide as a driveway or carriageway situate, lying and being immediately to the south of the above-described property and being the southern boundary of said above described lot of land." The Easement runs to the South of, and borders, 47 Legare Street and provides access, ingress, and egress to and from Legare Street.

In 1970, title to 45 Legare Street was vested in Margarett DeSaussure Black ("*Black*"). South Carolina National Bank ("*SCNB*"), as executor of Julia Dill's estate and Trustee of her assets, held title to 47 Legare Street. SCNB conveyed the rear portion of the Easement to Black by deed dated April 5, 1971 and recorded in the Charleston County RMS Office at Book J96, Page 145. SCNB and Black also reaffirmed the Easement in a recorded document entitled "Covenant and Restriction" which was dated April 5, 1971 and recorded in RMC Office in Book J-96, page 8. (The "*Covenant*"). The Covenant provides that Ms. Black "desires to reaffirm the existence of said easement" and provides that no building, structures or other obstructions may be constructed that prevent the right of ingress, regress, and egress. The Covenant expressly binds Black and her "heirs, assigns, and successors in title."

On July 8, 1971, SCNB conveyed 47 Legare Street to Nancy Linton. The deed, which was recorded in the Charleston County RMC Office at Book A97, Page 172, specifically references the Easement. Ms. Linton conveyed 47 Legare Street to the Defendant and her husband by deed dated May 11, 1998 and recorded in the Charleston County RMC Office at Book 174, Page 108. The Plaintiffs purchased 45 Legare Street from the heirs of Margarett Black, as evidenced by the deed dated May 17, 2004 and recorded in the Charleston County

RMC Office at Book 495, Page 186.¹

The Plaintiffs testified that the owners of 47 Legare Street constructed a masonry wall along the boundary with 45 Legare Street in around the year 2004. It is uncontroverted that this wall contained a gate providing access to 45 Legare Street, and that gate has remained in the wall to the present day. The Defendant submitted an affidavit stating that her family members, Defendant's gardener, and various other tradesmen regularly use the Easement for access to the backyard of 47 Legare Street.

Plaintiff James Williams testified that he was aware of the existence of the Easement either shortly before or at the time he purchased 45 Legare Street in 2004. He also thought the Easement had been abandoned at that time. Plaintiffs did not bring the present action until September of 2014, requesting a declaratory judgment that Defendant's Easement has been abandoned, a permanent injunction preventing Defendant from removing her fence, and a declaratory judgment that the disputed Easement has been terminated. Plaintiffs further contend that Defendant's use of the Easement constitutes a trespass. Subsequent to the filing of the above-captioned lawsuit, Defendant filed a motion for a preliminary injunction/temporary restraining order in order to be able to continue to use the Easement, which was granted on February 2, 2015.

STANDARD OF REVIEW

Summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to summary judgment as a matter of law. Rule 56(c), SCRPC. Under Rule 56(c) the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.

¹ This deed stated that the conveyance was made subject to all recorded easements.

Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

However, the moving party need not support its motion with affidavits or other similar materials negating the opponent's claims but rather must clearly establish by the record the absence of a triable issue of fact. *Id.* With respect to an issue upon which the non-moving party bears the burden of proof, the moving party may discharge his initial responsibility by pointing out to the Court the absence of evidence to support the non-moving party's case. *Id.*

After the moving party has met his initial burden, Rule 56(e) of the South Carolina Rules of Civil Procedure requires the opposing party to "do more than simply show that there is some metaphysical doubt as to the material facts." *Id.* In response to a properly supported motion for summary judgment, the opposing party "must come forward with specific facts showing there is a genuine issue of material fact." *Id.* Thus, "the non-moving party may not rest on the mere allegations or denial of pleadings, but must set forth or point to specific facts showing there is a genuine issue of material fact." *Thomas v. Waters*, 315 S.C. 524, 526, 445 S.E. 2d 659, 661 (Ct. App. 1994) (quoting *Dickert v. Metropolitan Life Ins. Co.*, 206 S.C. 311, 313, 411 S.E.2d 672, 673 (Ct. App. 1993), *rev'd in part on other grounds*, 311 S.C. 218, 428 S.E.2d 700 (1993)).

CONCLUSIONS OF LAW

I find that summary judgment is appropriate as the undisputed facts showed that Plaintiffs, as a matter of law, cannot prevail on any of their enumerated causes of action:

I. The Easement is appurtenant to Defendant's property and therefore did not terminate upon the conveyance of 47 Legare Street from SCNB to Ms. Linton and, further, the restrictive covenants set forth in the Covenant run with the land and are enforceable against the grantees of 45 Legare.

A. The Easement is appurtenant as a matter of law.

The Plaintiffs assert that the Easement is an easement in gross and thus terminated upon the transfer of 47 Legare. Defendants assert that the Easement is appurtenant and therefore did

not terminate. The facts surrounding this issue are uncontradicted, and I find that, as a matter of law, the Easement is appurtenant and did not terminate upon conveyance of 47 Legare Street from SCNB to Ms. Linton.

“In construing a deed, “the intention of the grantor must be ascertained and effectuated, unless that intention contravenes some well settled rule of law or public policy.” Windham v. Riddle, 381 S.C. 192, 672 S.E.2d 578, 582-3 (2009), quoting Wayburn v. Smith, 270 S.C. 38, 41-42, 239 S.E.2d 890, 892 (1977). “In determining the grantor's intent, the deed must be construed as a whole and effect given to every part if it can be done consistently with the law.” Id., quoting Gardner v. Mozingo, 293 S.C. 23, 25, 358 S.E.2d 390, 391-92 (1987). “The intention of the grantor must be found within the four corners of the deed.” Id.

An easement in gross is a mere personal privilege to use the land of another and cannot be transferred. Windham, 381 S.C. at 201, 672 S.E.2d 583 (2009). An appurtenant easement is one that “inheres in the land, concerns the premises, has one terminus on the land of the party claiming it, and is essentially necessary to the enjoyment thereof.” Id.; Smith v. Commissioners, 312 S.C. 460, 441 S.E.2d 331 (Ct.App.1994); Carolina Land Company, Inc. v. Bland, 265 S.C. 98, 217 S.E.2d 16 (1975); Sandy Island Corp. v. Ragsdale, 246 S.C. 414, 143 S.E.2d 803 (1965); 12 S.C. Juris. Easements § 3. An appurtenant easement passes with the dominant estate. Id. “[E]asements in gross are not favored by the courts, and an easement will never be presumed as personal when it may fairly be construed as appurtenant to some other estate.” Rhett v. Gray, 401 S.C. 478, 492, 736 S.E.2d 873, 880 (Ct. App. 2012).

Plaintiffs contend that because the Easement runs along the border between 45 and 47 Legare, and does not effectively “dead-end” into 47 Legare, it has no terminus in 47 Legare and therefore cannot be an appurtenant easement. This interpretation of the word terminus runs

contrary to South Carolina law and lead to the impractical result of effectively barring any easement that borders the dominant parcel. Under South Carolina law, the “terminus” requirement demands only that the dominant estate be contiguous or adjacent to the easement or right of way. In *Whaley v. Stevens*, 21 S.C. 221 (1884), the plaintiff owned Caneslatch plantation, which was separated by a public road from Seven Oaks plantation. Seven Oaks plantation bordered the Stono River. The plaintiff’s easement in *Whaley* provided for “a right of way, by means of a road leading from the public road over the adjoining land of the said Defendant, known as the Seven Oaks plantation, to a creek leading into the said Stono River.” 21 S.C. at 224. In finding that the plaintiff could not have an appurtenant easement, the *Whaley* court wrote:

But a more fatal objection is that, in describing the right of way in question, it is not alleged that it begins on the Caneslatch plantation, or that it even leads from said plantation. Indeed, from the description of the way as given in the complaint, it does not appear that it touches Caneslatch plantation at any point or reaches to it. The allegation is, “leading from the public road”. Now, even adopting the theory that the public road being the boundary of Caneslatch plantation on the east, the plaintiff owns to the middle of the road, still the complaint cannot be construed as alleging that the way in question has one of its termini on the Caneslatch plantation; for as the creek, which is one of the termini named, lies east of the public road, and as the defendant owns the land adjoining the road on the east, and consequently the eastern half of said road, the western as well as the eastern terminus of the way, as described in the complaint, would be on the land of the defendant, and not on the land of the plaintiff.
Id. at 224-5.

The Easement at issue satisfies the rule articulated in *Whaley*. The Easement “touches” Defendant’s property “and reaches to it” at the lot line, and more specifically the area of the present gate, where it has its terminus. *Id.* Indeed, the “driveway” or “carriage way” referenced in the Dill Deed is the Easement itself, which continues through the gate, terminating in Defendant’s backyard. In exercising use of the Easement, Defendant and her predecessors-in-title proceeded directly from Defendant’s property to the Easement without a gap. Plaintiffs

argue that their claim of invalidity is supported by the fact that the Easement lies wholly on Plaintiffs' property, when by definition easement rights are confined to the servient estate by virtue of the fact that no one has need of an easement on one's own property.

Further, while an appurtenant easement must be necessary to the enjoyment of the land, an appurtenant easement does not have to be absolutely necessary, though it may not be established for mere convenience. Boyd v. Bellsouth Tel. Tel. Co., 369 S.C. 410, 421, 633 S.E.2d 136, 141 (2006); 12 S.C. Juris Easements § 3. In Proctor v. Steedley, the Court held that an access road across the servient estate was necessary where it was the only reasonable method for accessing the northern portion of the dominant estate. 398 S.C. 561, 575, 730 S.E.2d 357, 365 (Ct.App. 2012).

The Plaintiffs presented no evidence concerning whether the Easement was "necessary" at the time of the Dill Deed in 1911 or when the Covenant was recorded in 1971. Therefore, Plaintiffs' have produced no evidence demonstrating a material fact as to that issue. Even today, Defendant has no other satisfactory method of bringing large-scale equipment and tools to the rear of 47 Legare. While there is a gate at the front of the house, it is too narrow for large appliances and other equipment to be carried through it. Further, Defendant has only one small parking spot at the front of 47 Legare Street, and this parking spot is so narrow that one can pull a modern car into the spot only with difficulty. The Easement provides access to the rear of 47 Legare Street and is the only adequate manner by which the owner of 47 Legare Street can make use of off-street parking for more than one small vehicle. This is borne out by the fact that the owners of 47 Legare Street have used the Easement for 100 years, and the parties' predecessors in title found it necessary to reaffirm the Easement in 1971.

B. The restrictive covenants set forth in the Covenant run with the land and are enforceable against grantees of 45 Legare.

As set forth above, the Covenant provides that the owner of 45 Legare Street is precluded from erecting a building or structure on the Easement and that no obstruction be placed on the Easement which prevents the right of ingress and egress over the Easement to 45 Legare. In order to run with the land, the restriction limiting the use of property must be construed to touch and concern the land and there must be an indication that the parties intended for the covenant to run with the land. Charping v. J.P. Scurry & Co., 296 S.C. 312, 314, 372 S.E.2d 120, 212 (Ct.App. 1988). In the Charping case, the court reasoned that the restriction at issue was a "real covenant" running with the land because "it affects the use of the subject land, it affects the quality and mode of enjoyment on the land, and it concerns the interest in the land that was conveyed; its purpose is to alter the legal rights which otherwise flow from the land." *Id.*

These covenants "run with the land," and are enforceable by and against later grantees of 45 Legare. Queens Grant II Horizontal Property Regime v. Greenwood Dev. Corp., 368 S.C. 342, 360, 628 S.E.2d 902, 913 (Ct.App. 2006). The Covenant expressly provides that the restrictive covenants are to "run with the land," and on its face clearly complies with South Carolina law regarding valid restrictive covenants. Therefore, the restrictive covenants are enforceable as a matter of law.

II. There is no evidence to support Plaintiffs' claim that Defendant abandoned the Easement.

In South Carolina, "[t]he language of an easement determines its extent." Plott v. Justin Enterprises, 374 S.C. 504, 513, 649 S.E.2d 92, 96 (Ct. App. 2007) (quoting Binkley v. Rabon Creek Watershed Conservation Dist., 348 S.C. 58, 67, 558 S.E.2d 902, 906-7 (Ct.App.2001)). "Clear and unambiguous language in grants of easement must be construed according to terms which parties have used, taken, and understood in plain, ordinary, and popular sense." Martin v.

Bay, 400 S.C. 140, 732 S.E.2d 667 (Ct. App. 2012) (quoting S.C. Public Serv. Auth v. Ocean Forest, Inc., 275 S.C. 552,554, 273 S.E.2d 773,774 (1981)).

To prove that a holder has abandoned an easement, the adverse party must show a clear intent on the part of the holder to abandon. In South Carolina, "the burden of proof is upon the complaining party to show the abandonment [of the easement] by clear and unequivocal evidence." Judy v. Kennedy, 398 S.C. 471, 728 S.E.2d 484 (Ct.App.2012) (quoting Carolina Land Co. v. Bland, 265 S.C. 98, 109, 217 S.E.2d 16, 21 (1975). "The burden is a high one that cannot be satisfied by mere nonuse." Id. (see Witt v. Poole, 182 S.C. 110, 115, 188 S.E.2d 496, 499.) (emphasis added.) "[T]o justify the conclusion there has been an abandonment, there must be some clear and unmistakable affirmative act or series of acts indicating a purpose to repudiate ownership." Witt, 182 S.C. at 112, 188 S.E.2d at 498.

Moreover, lapse of time and non-use is not sufficient to prove that an owner has abandoned an easement. "[T]he mere nonuse of an easement created by deed for a period however long will not amount to an abandonment, but there must be other acts by the owner of the dominant estate conclusively manifesting either the present intention to relinquish the easement or a purpose inconsistent with its further existence." Carolina Land Co., 265 S.C. at 109, 217 S.E.2d at 21 (quoting Witt, 182 S.C. 110, 188 S.E.2d 496).

Plaintiffs have presented no evidence proving that Defendant has engaged in acts conclusively manifesting the present intention to relinquish the Easement or a purpose inconsistent with the existences of the Easement. Plaintiffs assert that Defendants rarely used the Easement, and not for vehicular access. The Plaintiffs further assert that the construction of the masonry wall is evidence of intent to relinquish the Easement. Neither of these assertions constitutes a material fact supporting Plaintiffs' position. First, as set forth herein, South

Carolina law explicitly provides that mere nonuse of an easement created by deed for a period however long will not amount to abandonment. Second, the fact that Defendant constructed a masonry wall along the border with the Easement is immaterial. In fact, Defendant left an access gate between 47 Legare and the Easement, an act which represents a clear intent *not* to abandon the easement. Simply put, there is no evidence to support Plaintiffs' position that the Defendant manifested either the present intention to relinquish the easement. As such, Defendant's motion for summary judgment as to Plaintiffs' abandonment claim is granted.

III. Plaintiffs' claims are barred by the statute of limitations.

Plaintiffs' claims are barred by the statute of limitations because they knew or should have known they had a cause of action long before filing their complaint on September 12, 2014. Plaintiffs have alleged that Defendant abandoned her easement, or, in the alternative, that Defendant's easement was terminated as an in gross easement upon conveyance of 47 Legare Street from SCNB to Nancy Linton in 1971. Plaintiffs further claim that Defendant is, and has been, liable for trespass.

In South Carolina, the statute of limitations for trespass or damage to real property is three years from when a person knew or by the exercise of reasonable diligence should have known that he or she had a cause of action. *See* S.C. Code Ann. §§ 15-3-530(3). "While the scope or extent of an easement is a question in equity, the existence of an easement is a factual question in an action at law." *Eldridge v. City of Greenwood*, 331 S.C. 398, 503 S.E.2d 191 (Ct.App. 1998); *citing Slear v. Hanna*, 329 S.C. 407, 496 S.E.2d 633 (1998); *Smith v. Commissioners of Public Works*, 312 S.C. 460, 441 S.E.2d 331 (Ct.App.1994). "It follows that termination of an easement by abandonment is a factual question in an action at law as well." *Id.*

In South Carolina, the "discovery rule" tolls the statute of limitations until a person

knows, or by the exercise of reasonable diligence should know, that he has a cause of action. S.C. Code Ann. §15-3-535; Barr v. City of Rock Hill, 330 S.C. 640, 645 (S.C.Ct.App. 1958). Per the discovery rule, the statute runs from the date of the injury resulting from the wrongful conduct either is discovered or may be discovered by the exercise of reasonable diligence. Republic Contr. Corp. v. S.C. Department of Highways and Pub. Transp., 332 S.C. 197, 207 (S.C.Ct.App. 1998). The exercise of reasonable diligence means simply that an injured party must act with the same promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been involved or that some claim against another party might exist. Id. at 207; see also Wiggins v. Edwards, 314 S.C. 126 (S.C. 1994). The statute of limitations begins to run from this point, rather than later from when the advice of counsel is sought or a full-blown theory of recovery developed. Wiggins, 314 S.C. 126.

Plaintiff Williams testified in his deposition that he knew about the easement prior to the purchase of 45 Legare Street, possibly when Plaintiffs' realtor first showed the property to them in 2004:

Q: Do you remember when you first became aware that the property was encumbered by this easement?

A: It was early on.

Q: Okay.

A: It may have been the first day we saw it.

Plaintiffs did not bring the present action until September 12, 2014, a delay of over a decade:

Q: Okay. Why wait so many years to bring a lawsuit?

A: Why? Rob told me you would ask that. And when we bought the house, Mr. Tamsberg had terminal cancer. We knew the easement was there. It was changing hands. It would have been a good time to get it sorted out. But we didn't want to move in and sue a couple that was dealing with cancer. Then he died. Again, we could have done it. But we didn't feel comfortable suing a

widow who just lost her husband to cancer. We also noted the wall. And our position was, that easement was abandoned ever since the first day that wall went up. It was never a concern to us. It was never used by her, ever. The only time it was ever used was as -- for her landscaping people to walk down her driveway and go through her gate. It was never used as a carriage way. It was abandoned, in our opinion. So there was no reason to ever bring it up.

Plaintiffs knew of the existence of the easement and nursed doubts about its validity beginning in the spring of 2004. Defendant's husband died on March 4, 2007, seven years prior to the institution of the present action. Based on the requirements of the discovery rule, cited above, Plaintiffs did not act with reasonable diligence in pursuing their claims. The statute of limitations on their claim ran after three years. Thus, Plaintiffs' claims have been barred by the statute of limitations for over seven years.

CONCLUSION

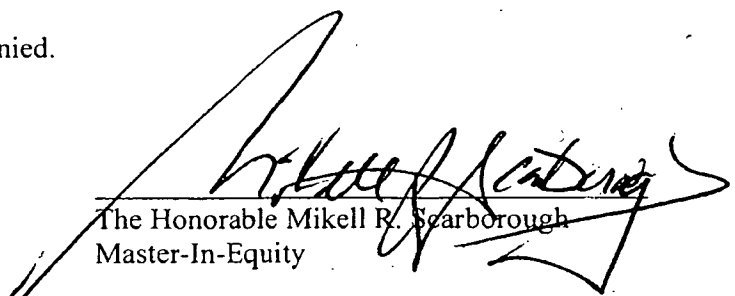
Based on the foregoing, I find:

- (1) The Easement is appurtenant to Defendant's property;
- (2) The restrictive covenants set forth in the Covenant are enforceable;
- (3) Defendant has not abandoned the Easement; and
- (4) Plaintiffs are barred from pursuing their claims by the applicable statute of limitations.

For the reasons set forth above, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendant's Motion for Summary Judgment is granted, and Plaintiffs' Motion for Summary Judgment is denied.

IT IS SO ORDERED.

March 15, 2016
Charleston, South Carolina


The Honorable Mikell R. Scarborough
Master-In-Equity

Haynsworth
Sinkler Boyd, P.A.

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March 21, 2016

VIA HAND DELIVERY

Honorable Mikell R. Scarborough
Master-In-Equity
100 Broad Street, Ste. 266
Charleston, SC 29401-2243

Re: Williams, *et al.*, v. Tamsberg
Case No.: 2014-CP-10-05608
HSB File No.: 32825.0002

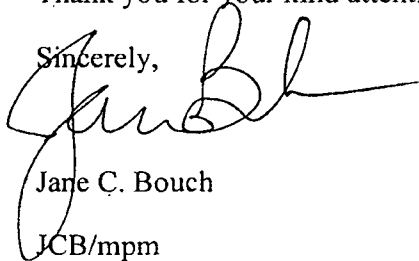
Dear Judge Scarborough:

Enclosed for your consideration please find the proposed Order Granting Defendant's Motion for Summary Judgment/Denying Plaintiffs' Motion for Summary Judgment in the subject matter, along with a Form 4. If the Order meets with your approval, kindly sign the same and return it to me for filing. A return envelope is provided for your convenience.

If you should have any questions, concerns, or revisions, please do not hesitate to contact me.

Thank you for your kind attention in this matter.

Sincerely,



Jane C. Bouch

JCB/mpm

Enclosure

cc: Robert A. Kerr, Jr., Esq. (via email; w/enc.)
Matthew E. Tillman, Esq. (via email; w/enc.)

DM: 4448797 v.1

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APR 28 2016
SC Court of Appeals

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