

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

JUN 17 2016

SC Court of Appeals

Charles B. Simmons, Circuit Court Judge

Case No. 2012-CP-23-04064
Appellate Case No. 2015-001909

Piedmont Natural Gas Company, Inc., ...Appellant/Respondent,

v.

Richeous Smith, Worthly Smith a/k/a Worley Smith, Pearl Terry, Ethel Butler, Tweety Smith a/k/a Tweety Smith Harris, Doreth Smith, Fletcher Lee Harris, Alma Williams Smith, James R. Smith, Loree Smith, Gene A. Smith, Adolf Smith, Janie Sue Smith, Samuel Paul Smith, Ruby Smith Mansell, Buford Mansell, Ethel Mae Smith, Wilson Smith, Patrick R. Smith, Reginald Lamont Smith, Eric Smith, Christine Smith Dawkins, William G. Dawkins, Alma Renee Smith Murry, Sharai Smith Brock, Robert Lee Smith, Melissa F. Smith, Rosalyn Annette Steven, Edith Smith Foster, George Waymon Foster, Bridgette Smith Blassingame, Tara Smith, Waymon Odell Smith, Martha Miller Smith, Calvin Lee Smith, Reece W. Smith, Raymond Eddie Smith, Michael Smith, Odell Smith, Dorothy Smith Pearson, Gary Pearson, Jerome Smith, Jaygo Terry, Ida Terry, Mack Terry, Zonè Terry, Leola Terry Smith, James Smith, J.P. Terry, David Brayvell Terry, Ettie Pearl Booker, Tecora O. Terry Mason, Odell Mason, Lenora Holley, Dorothy Terry Sheppard, Orangelee Sheppard, Vernon Sheppard, Kasandra Sheppard Jenkins, Karen Sheppard Spates, Theodore Terry, Sr., Gracie Terry, Kelvin F. Terry, Theodore Terry, Jr., Keith Terry, Leola Terry Daniels, Wilford Daniels, Terrance Leslie, Sr., Derrick McGee, Jr., Fred Smith, Jr., Mannell Terry, Patricia Terry, Sheila Terry, Barbara Evans, Leonard Evans, Linda Evans, Thomas Evans, Johnny R. Williams, Connie Evans, Michael Evans, Iola Terry Cox, William Henry Cox, Johnny F. Cox, Joyce A. Smith, Anthony Cox, Alfred Cox, J. Henry Cox, Charlette J. Cox, Charles J. Cox, Michael Cox, Supearl Terry Gilliam a/k/a Supearl Terry Gilliam Miranda, Eugene Gilliam, Terry Gilliam, Jerry Gilliam, Warren Gilliam, Eugene Gilliam, Jr., Melvin Gilliam, Rodney Gilliam, Cindy Gilliam, Shakima Gilliam, Carmella Cottom, Nina Gilliam, Vermell Gilliam Phillips, Shaynise Alston, John Gilliam, Donald Gilliam, Sr., Leunette Gilliam, Donnette Gilliam Ortchere, Leslie Gilliam Peter, Angela Gilliam, Donald E. Gilliam, Raymond T. Gilliam, Juan Miranda, Carmen Miranda a/k/a Carmen Miranda Glavin, John Glavin, Sr., John Glavin, Jr., Miranda Glavin, Jeffrey Glavin, Yolanda Glavin, Ezell Terry, Magaline Terry, Leroy Terry, Kenneth Terry, James (Jimmy) Terry, Pearlie Mae Terry, Winnie L. Terry Anderson, Furman Anderson, Tommy Anderson, Abigail Dodd, Angela Reid, Sandra McDowell, Harold Anderson, Mary Ann Davis, Charlene Peake, Albert

Anderson, Paul Terry, Betty Jo Terry, Donald E. Terry, Deloris I. Terry, Paul A. Terry, Mark G. Terry, Terry Sholer, Jamie Terry, James O.C. Smith, Pauline Smith, Gloria Gore, Paul Smith, Ethel Allen, Desiree Golden, Pauline Workman, Brenda Moulhem, and if any of the aforementioned be deceased, then their heirs, successors, devisees, distributees, Administrators, Executors and Personal Representatives, and any party claiming by or through them, Landowners,

and

The United States of America, acting by and through its agency, the Internal Revenue Service, The United States of America, acting by and through its agency the United States Department of Justice, The South Carolina Department of Revenue, The South Carolina Department of Mental Health, The State of South Carolina, Bullhead Investments, LLC, Arrow Financial Services, LLC, Sharonview Federal Credit Union, Discover Bank, Zachery Arnold, GE Commercial Finance Business Property Corporation, Midland Funding, LLC, and Greenville County, Other Condemnees,

and

John Doe and Mary Roe, being fictitious names used to represent all persons and condemnees whose true names are not known, including the heirs, successors, devisees, distributees, Administrators, Executors and Personal Representatives of any of the above named Landowners and Other Condemnees who may be deceased; and also all Condemnees whose names are not known, including heirs, infants, persons under disability and persons who may be in Military service, who claim, or may claim, an interest in the property being condemned, and also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the Condemnation Notice and Tender of Payment herein, said property being identified as a portion of Greenville County Tax Map Numbers 053101010200 and 0531010102101, ...Unknown Claimants,

Of whom Ethel Allen, Shaynise Alson, Harold Anderson, Tommy Anderson, Bridgette Smith Blassingame, Sharai Smith Brock, Carmella Cottom, Alfred Cox, Mary Ann Davis, William G. Dawkins, Abigail Dodd, Linda Evans, Michael Evans, Thomas Evans, Chavonte Gilliam, Cindy Gilliam, Derrick Gilliam, Donald E. Gilliam, Jr., John L. Gilliam, Lakisha Gilliam, Latonya Gilliam, Leunette Gilliam, Mattie M. Gilliam, Nina Gilliam, Raymond TI Gilliam, Rodney Gilliam, Shakima Gilliam, Warren Gilliam, Desiree Golden, Gloria Gore, Lenora Holley, Kasandra Sheppard Jenkins, Terrance Leslie, Sr., Sandra McDowell, Derrick McGee, Jr., Brenda Moulhem, Alma Rene Smith Murry, Charlene Peake, Leslie Gilliam Peter, Angela Reid, Orangelee Sheppard, Vernon Lee Sheppard, Charles Terry Sholer, Calvin Smith, Eric Smith, Fred Smith, Jr., Gene A. Smith, James R. Smith, Joyce A. Smith, Loree Smith, Martha Miller Smith, Patrick Smith, Paul Smith, Reginald Lamont Smith, Tara Smith, Karen Regenia Spates, Rosalyn Annette Steven, Betty Jo Terry, Donald E. Terry, Deloris I. Terry, Gracie Terry, Jamie Terry, Keith Terry, Kelvin F. Terry, Leroy Terry, Mark G. Terry, Paul Terry, Jr., Theodore Terry, Jr., Porsha Williams, and Pauline Workman,

.....Respondents/Appellants,

and

Unknown landowners, Reece W. Smith, Raymond Eddie Smith, Michael Smith, Odell Smith, United States of America and the United States of America, acting by and through its Agency, the Internal Revenue Service, Midland Funding, LLC, Sharonview Federal Credit Union, SC Department of Revenue, County of Greenville, Arrow Financial Services, LLC, SC Dept. of Mental Health, SC Attorney General, and Bullhead Investments, LLC, Zachery Arnold, Ettie Pearl Booker, Ira K. Carol, Johnny F. Cox, Wilford Daniels, Angela Gilliam, Bianca S. Gilliam, Demetrius J. Gilliam, Jerry Gilliam, Kehimonnie S. Gilliam, Terry Gilliam, John Glavin, Jr., John Glavin, Sr. Jeffrey Glavin, Miranda Glavin, Yolanda Glavin, Terrance Leslie, Terrell Leslie, Tearia Leslie, Donnette Ortchere, Jerome Smith, Melissa F. Smith, Michael Smith, James (Jimmy) Terry, Patricia Terry, Pearlie Mae Terry, and Sheila Terry, ... Respondents

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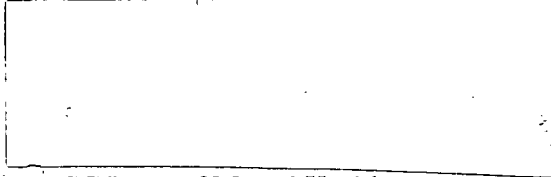
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
2012-CP-23-04064

Piedmont Natural Gas Company,)
Condemnor,)
vs.)
Richeous Smith, et al)
Landowners, Other)
Condemnees and)
Unknown Claimants.)
_____)

TRANSCRIPT OF TESTIMONY

May 28, 2015
Greenville, South Carolina

B E F O R E :

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1 BY THE COURT: All right. Are we ready to go on record?

2 MR. CHAMBERS: Yes, Your Honor.

3 BY THE COURT: For the record, this is 2012-4064.

4 Ladies and gentlemen, I understand the primary issue today
5 in this condemnation action is valuation of the real property
6 involved?

7 MR. WARD: The damages, yes, sir, just compensation.

8 MR. CHAMBERS: Correct, Your Honor.

9 BY THE COURT: All right. Then you can call your first
10 witness.

11 MR. CHAMBERS: Your Honor, I think we discussed I have a
12 Motion in Limine?

13 BY THE COURT: Yes, sir. I would be glad to hear from you on
14 that.

15 MR. CHAMBERS: Your Honor, Mike Chambers for the condemnor,
16 Piedmont Natural Gas Company.

17 We have filed a Motion in Limine for the exclusion of
18 certain evidence that's going to be proffered by the majority of
19 the landowners in this case. Basically, the Motion in Limine
20 goes to exclude portions of the testimony and Real Estate
21 Appraisal Report of Landowners' expert appraisal witness R. Bruce
22 Owen insofar as that testimony involves opinions of diminution in
23 value to the remainder of the property due to any claimed
24 negative conception in the marketplace caused by fear or stigma
25 associated with proximity to a natural gas pipeline.

1 As Your Honor knows, we filed a written Motion in Limine,
2 and my argument will basically be tracking the arguments and
3 authorities I've set out in that written motion.

4 We do not challenge Mr. Owen's qualifications or credentials
5 as an expert witness in real estate appraisals generally. Our
6 objection goes to the -- basically, the reliability of his
7 opinion as it goes to diminution of value due to fear or stigma
8 caused by proximity to a natural gas pipeline.

9 Basically, the parent tract here is 73.68 acres, the
10 easement area. The property going to be covered by the actual
11 easement is 2.515 acres. Basically, all we're dealing with today
12 is the value to be paid to the landowners as just compensation.

13 In Section 28-2-370, Code of Laws of South Carolina provides
14 that in determining just compensation, only the value of the
15 property to be taken, any diminution of value to the landowner's
16 remaining property, and any benefits provided in Section 28-2-360
17 may be considered.

18 We do not claim any benefits in the property from the
19 project, and the burden is on the landowner to show that the
20 value of his remaining land will be diminished by the taking.
21 Basically, Mr. Owen has, in his appraisal, besides appraising the
22 just compensation for the property actually taken by the easement
23 and then there's about .7-and-some-odd acres that are more or
24 less severed by the larger tract, he's assigned a damage figure
25 to that. We don't have any issue with that either.

1 But our only issue is with his creating a 100-foot buffer
2 zone to the south of the easement itself, and that buffer zone
3 covers 5.03 acres. And this buffer zone does not include any
4 land that's actually within the easement, and he has assigned a
5 damage figure to the buffer zone of 85 percent. Applying that 85
6 percent to his per acre value, he comes up with a damage figure
7 of \$239,428 for his opinion of just compensation for damage to
8 the remainder.

9 In his appraisal report, he states that the 100-foot buffer
10 zone would likely need to be a buffer between developing
11 residential lots and the gas line right-of-way. Without such,
12 he's of the opinion the lots would be -- back up to the right-of-
13 way would be unmarketable or have limited marketability due to
14 the negative conception in the market. That's basically where
15 our objection goes to.

16 Basically that, in his deposition, which I've attached
17 portions of the deposition to the motion itself, Mr. Owen
18 testified that his opinion was not based upon any market evidence
19 or other data but based upon his experience, professional
20 judgment; testified that he just felt like the buffer zone would
21 be a reasonable assumption, give a level of confidence to someone
22 building a house that would back up on the easement.

23 He did state that he had talked to a developer about -- more
24 or less buffer zone type issues, but he also testified that he
25 had never talked to this developer in the context of a natural

1 gas pipeline or specifically about this take. That's my
2 understanding.

3 He also had attached a 15-page printout from Wikipedia
4 titled "List of pipeline accidents in the United States in the
5 21st century." We also have an objection and ask that that be
6 excluded as well.

7 In my written motion, I've set out the case law about South
8 Carolina's requirements for expert testimony, meeting the
9 requirements of Rule 702, South Carolina Rules of Evidence, and
10 the Court's gatekeeping function in relation to expert testimony.
11 Now, this is not scientific evidence. So, as the case law set
12 out in there, South Carolina has not set out any particular
13 criteria or formula for evaluating nonscientific evidence. The
14 South Carolina Supreme Court has said that they would do that on
15 a case-by-case basis when it arises because of the vast number of
16 different types of challenges there could be. And I could not
17 find any case that referenced challenges to expert real estate
18 appraisal testimony under Rule 702.

19 I did, however, look at some cases from other jurisdictions,
20 which South Carolina case law indicates the South Carolina
21 appellate courts would be willing to do, and there's different
22 cases across the country about the views as to compensation in
23 eminent domain cases for diminution in value of property due to
24 the fears entertained by prospective buyers in the presence of
25 something such as an electric transmission line or a gas or oil

1 pipeline. And I've quoted some authorities from 23 ALR 4th 631
2 concerning that.

3 There's three different views, one of which is -- the least
4 restricted view is that the -- you don't have to prove -- if
5 you're going to try to prove that there's a loss of value due to
6 fear in the public or fear in the marketplace, you don't have to
7 prove that the fear is reasonable or not. In other words, you
8 have to prove that, one, the fear exists and also that the fear
9 actually affects the marketplace. In other words, that the fear
10 causes people to pay less money for property that's located next
11 to or in proximity to a pipeline or an overhead electronic
12 transmission line.

13 Other authorities -- other states and some federal courts
14 look at it as you can put in evidence as to fear but you have to
15 prove that even if the fear exists, the fear would be reasonable.
16 Then some others say that you can't put in evidence at all of
17 fear.

18 I've not found a South Carolina case that addresses this
19 issue, and I don't see any South Carolina case that picks which
20 one to go by. I don't even know if we have to try to guess which
21 one it would be. In my mind, if you can prove the nexus for --
22 if you can show that there's fear in the marketplace and provide
23 the evidentiary nexus, that that fear affects market value, then
24 I don't think you should have to show whether it's reasonable or
25 not. I mean, if the fear's there and it affects value, then it

1 affects value.

2 But I really don't think that has to come up because under
3 any of the approaches that I just referenced, proof on the part
4 of the landowner that, one, there is a public perception, or fear
5 or stigma in the marketplace associated with proximity to these
6 projects and also requires proof that the fair market value of
7 the property is, in fact, diminished because of these utility
8 easements.

9 And I've referenced cases -- a lot of jurisdictions that
10 approach that and they all -- the gist of all of them seems to be
11 that evidence would be admissible, but you have to draw the
12 nexus. You have to actually show it just like any other thing in
13 a real estate appraisal context, that it actually affects the
14 market value. In other words, just assume -- you can't just
15 assume that it does, and you just can't assume that the fear
16 actually exists in the marketplace. And it can't just be the
17 personal fear or personal feelings of the appraiser or the expert
18 himself. It has to be based on something. I would put forth, and
19 I think the cases put forth, that there has to be some sort of
20 market evidence to back that up.

21 In fact, I quoted the case, a federal district court case
22 out of Mississippi, Texas Gas Trans. v. Bd. of Levee
23 Commissioners for the Yazoo-Mississippi Delta, talking about a
24 fear of perceived danger, and there was a -- somewhat similar in
25 that the expert appraiser in that case tried to put a -- he

1 called it a hazard zone -- some property outside the easement
2 saying, "You shouldn't build anything any closer than this." And
3 the court rejected that because that was basically he had no
4 market data to quantify the hazard zone or the need for a hazard
5 zone or a hazard zone's effect on the market value of the levee,
6 and that this basically did not fit in any appraisal principles
7 of any kind, had not been subject to peer review and what have
8 you and basically that it was more or less speculative and
9 conjecture on the part of the appraiser.

10 That's what our objection is, that Mr. Owen has come up with
11 this approach but he has not -- he's not backed it up with any
12 sort of market data or anything to justify his opinion that, one,
13 there exists a fear in the marketplace and, two, that any such
14 fear, if it exists, actually affects or lessens market value.
15 And that goes to the reliability issue which is one of the things
16 the court has to look at in its gatekeeping function.

17 We've also got an objection to the fact that -- well, he has
18 attached a Wikipedia printout, 15 pages, to his appraisal. We
19 also have a separate objection to that, and that that is -- I've
20 set forth the Fourth Circuit Court of Appeals case. Wikipedia is
21 simply not reliable because anybody can put anything on there.
22 Just about anybody can edit it and change things. There's no way
23 of testing the reliability or authenticity of the references in
24 that Wikipedia entry. It's not limited to this local geographic
25 area but purports to be all over the country. There's no

1 evidence that any of the incidents in there involve similar
2 pipelines. In fact, it doesn't appear -- to involve other
3 pipelines other than natural gas pipelines. We also have an
4 objection to that.

5 Our objections to the -- we base our objection on Rule 702
6 to both the Wikipedia and the testimony about the diminution in
7 value due to proximity, fear and stigma and also Rule 403 in that
8 any probative value is outweighed by the unfair prejudicial
9 effect.

10 BY THE COURT: All right. Mr. Ward, under the applicable
11 statute, is there a basis in South Carolina to have a buffer zone
12 that's been diminished in value under similar facts and
13 circumstances?

14 MR. WARD: Well, first of all, Your Honor, that's -- the
15 statute doesn't have anything to do with expert testimony. Now,
16 Mr. Owen was asked and he testified that he considered several
17 alternative methodology, one was damage to the remainder as a
18 separate issue. He testified at the time it was 15 percent, and
19 what he will testify to today, I think, will be substantially
20 less. He'll testify as to damage to the remainder from the
21 standpoint, which they ignore, is, "What would a developer pay
22 for the property before and after this right-of-way were
23 installed?" So, to narrowly say we can't find a case or rule
24 that says this methodology is a practical way of arriving at it,
25 I would ask the Court just to hear all of the evidence and decide

1 that his methodology is reasonable under the circumstances. And
2 you have to hear it all to make that decision.

3 Now, South Carolina has been very liberal in allowing
4 experts in real estate matters and I find -- they cited no case
5 where a South Carolina court has ever said, "This qualified
6 realtor could not give an opinion based on their experience."
7 They object to the Wikipedia as being in evidence. We didn't
8 offer it in evidence. The court -- going back 50 years ago, our
9 court has said, "Well, real estate experts may consider evidence
10 even if it's irrelevant and may not be introduced." So, yes, I
11 concede that we couldn't put into evidence the Wikipedia
12 documents.

13 But the question is, "What is the public perception in South
14 Carolina about fear and stigma of a gas line right-of-way?" In
15 that context, one of the issues in this case will be that there
16 was at all pertinent times a sign on this property that said,
17 "Caution, Danger, No Smoking," et cetera, et cetera. They will
18 offer -- tend to say that that sign is not part of the case
19 because they took it down after the fact. We say it is a big
20 part of the case.

21 But there is no requirement under the statute that a realtor
22 has to adopt any particular methodology for arriving at what he
23 would -- determination of damages to the remainder. In fact, I
24 challenge them to produce -- they say, "Find comparables" -- I
25 challenge them to produce any instance where a developer has

1 bought property -- a person has bought property, the right-of-way
2 installed and then resold at a lesser -- or higher price. There
3 is no evidence. The only best evidence of that is what we see in
4 the marketplace, what developers, how they treat these things.

5 With all of that said, Your Honor, the only thing we can do
6 is put all of the evidence in the record.

7 BY THE COURT: All right. Mr. McKee, do you wish to be heard
8 on the Motion in Limine?

9 MR. MCKEE: No, Your Honor.

10 BY THE COURT: Do you wish to come up to the big table?

11 MR. MCKEE: I apologize, Your Honor.

12 BY THE COURT: We'll let you come to the adult table for the
13 rest of this.

14 Ms. Woody, would you like to come to the adult table?

15 MS. WOODY: If you would like, thank you.

16 BY THE COURT: All right. Do you wish to be heard on the
17 Motion in Limine, Ms. Woody?

18 MS. WOODY: No, sir, I do not. Thank you.

19 BY THE COURT: All right. Mr. Wile, are you here in an
20 official capacity?

21 MR. WILE: Just on behalf of the County.

22 BY THE COURT: Does the County of Greenville take a position
23 one way or the other?

24 MR. WILE: No, Your Honor.

25 BY THE COURT: Okay. All right. Mr. McKee, feel free to

1 move that chart that's there.

2 MR. MCKEE: Thank you, Judge.

3 BY THE COURT: Ms. Culbertson, I'm assuming, but I don't want
4 to assume incorrectly, that you and Mr. Ward are speaking the
5 same voice here today?

6 MS. CULBERTSON: You're correct, Your Honor. I would only
7 add one statement, which is that the cases that Mr. Chambers cite
8 actually support the admission of an expert appraiser's opinion.

9 As to the impact of the value of perceived fear because the
10 cases anticipate that the only evidence required is publically
11 disseminated information leading to the potential for fear in the
12 marketplace. So, by his own cases that he's submitted, I would
13 suggest that his Motion in Limine should be denied at this point.

14 BY THE COURT: All right. Mr. Chambers, I'm going to go
15 ahead -- I think it's most prudent for me to hear the full
16 testimony of Mr. Owens. Your motion is now protected on the
17 record. We'll go ahead and move into your first witness.

18 MR. CHAMBERS: Thank you, Your Honor.

19 BY THE COURT: While you're getting your first witness around
20 to the witness stand, Mr. McKee, just for the record, you're
21 representing which parties?

22 MR. MCKEE: Your Honor, I'm here today representing
23 Defendants Raymond Eddie Smith, Odell Smith, Reece W. Smith and
24 Michael Smith.

25 BY THE COURT: All right. And Ms. Woody, you are the duly

1 appointed Guardian ad Litem?

2 MS. WOODY: Yes, sir, for any unknown Defendants that would
3 be -- or possibly would be Defendants in this matter who would be
4 under any type of disability, or minors, or any other type --
5 unnamed heirs.

6 BY THE COURT: Are you aware of any such individuals or has
7 anyone contacted you?

8 MS. WOODY: Your Honor, I have written several letters to --
9 I have written to every single known heir, inquiring into heirs.
10 I have copies of all of the letters I've written. And as I have
11 found -- someone has contacted me -- an actual heir has never
12 contacted me and told me that there were other heirs, but the
13 Defendants and the Plaintiff have found people here and there,
14 and I've written to them. And we've actually had someone pass
15 away in the meantime, and I've written to them.

16 So, yes, sir, I have -- the answer is no, I haven't found
17 anybody new, but I have done everything in my power to find
18 everyone we could.

19 BY THE COURT: Let's go ahead and have your letters marked as
20 a Defendant's Guardian exhibit.

21 MS. WOODY: Yes, sir.

22 (Letters Consisting of 5 Pages entered into evidence as
23 Guardian's Exhibit No. 1)

24 BY THE COURT: I'm sorry, we've got you hemmed in kind of
25 now, don't we?

1 Mr. Chambers, Mr. Ward and Ms. Culbertson, I understand,
2 obviously, this has been a moving target as far as identifying
3 heirs, but everyone, from what I understand, is comfortable that
4 everybody that we need to have as a party to this lawsuit is now
5 a party, and that Ms. Woody is protecting the rights and
6 interests of those that may be unknown.

7 Is that correct, Mr. Ward?

8 MR. WARD: Yes, sir. And I would further observe that Ms.
9 Culbertson represents a large group and under the theory of class
10 action, being a representative of a class, would bind everybody.
11 Even under that secondary concept of representative of a class, I
12 think they're bound anyway.

13 BY THE COURT: All right. Ms. Culbertson, you have filed,
14 relative to what Mr. Ward just stated, an action under 2015-02332
15 to determine all of the heirs and interests in this property and
16 any proceeds, correct?

17 MS. CULBERTSON: Yes, Your Honor.

18 BY THE COURT: Would that -- well, has it been consolidated
19 with this case?

20 MS. CULBERTSON: It has not yet been consolidated nor has it
21 been referred.

22 BY THE COURT: Okay. All right. Mr. Chambers, you agree
23 that everybody that Piedmont Natural Gas is aware of who may have
24 any interest whatsoever is now properly a party?

25 MR. CHAMBERS: Yes, sir, with the caveat of -- Ms.

1 Culbertson referenced a recent death of a landowner that was an
2 unrepresented landowner, and he had been served -- if you'll bear
3 with me, I'll get that name -- that was Ken Smith -- I'm sorry,
4 Kenneth Terry, my understanding his name was Kenneth Terry -- and
5 that we had -- there were three currently known heirs and that --
6 when we learned of this -- Ms. Culbertson informed me, I sent a
7 notice of this hearing to those three heirs and I have not heard
8 anything from them. Well, one -- pardon me -- one of them did
9 call me a couple of times, I returned his call and we traded
10 messages with each other.

11 I think under Rule 25 they can be made parties at any time,
12 even after a judgment in the case, under the -- Rule 25, when
13 there's a death of a party. I just wanted to bring that to the
14 Court's attention.

15 I don't think they've actually been made parties yet, but
16 it's my understanding that can be done; in other words, we don't
17 have to start all over and reinvent the wheel for the recent
18 death.

19 BY THE COURT: All right. Then it appears to my satisfaction
20 that procedurally we're finally where we need to be, and we'll
21 move into the testimony then.

22 MR. CHAMBERS: Your Honor, maybe it might be prudent if we
23 would ask if there's anybody here who's not represented by any
24 counsel.

25 BY THE COURT: That would probably be a good idea. There are

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 quite a few people in the courtroom.

2 Are any one of you that are here that are a party to the
3 lawsuit that is not represented by an attorney who's here present
4 today? (no response) All right. Then finding no one
5 identifying themselves in that category, let's move into the
6 testimony.

7 MR. CHAMBERS: Thank you, Your Honor. The Condemnor would
8 call Adam Long.

9 **ADAM BLANCHARD LONG**, BEING FIRST DULY SWORN, TESTIFIED AS
10 FOLLOWS:

11 BY THE COURT: Thank you. Come around and have a seat,
12 please, sir. (complies) If you would state your full name.

13 THE WITNESS: Adam Blanchard Long.

14 BY THE COURT: All right. Thank you, sir.

15 **DIRECT EXAMINATION BY MR. CHAMBERS:**

16 Q Mr. Long, where are you employed?

17 A I'm employed at Piedmont Natural Gas.

18 Q And how long have you worked for Piedmont Natural Gas?

19 A Six years.

20 Q And what positions have you held with Piedmont Natural Gas
21 during that time?

22 A Manager of Compression, Senior Engineering Project Manager,
23 Manager of System Planning, and Director of System Planning and
24 Gas Control.

25 Q And what position did you hold with Piedmont Natural Gas in

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 June of 2012?

2 A Senior Engineering Project Manager.

3 MR. WARD: I'm sorry, Your Honor. I couldn't hear him. The
4 door slammed.

5 BY THE COURT: All right. If you could answer the question
6 again, what your capacity was in June of 2012.

7 A Senior Engineering Project Manager.

8 Q What were your responsibilities at that time in that
9 capacity?

10 A I was responsible for the execution of construction
11 projects.

12 Q Did any of those construction projects involve a natural gas
13 pipeline project in Greenville, South Carolina?

14 A Yes.

15 Q What is your educational background?

16 A I have a Bachelor of Science in mechanical engineering from
17 North Carolina State University.

18 Q And do you hold any professional licenses?

19 A Yes. I'm a Licensed Professional Engineer in the state of
20 South Carolina.

21 Q If you would, what is the primary purpose of Piedmont
22 Natural Gas?

23 A Piedmont Natural Gas delivers gas to end users.

24 Q Is Piedmont Natural Gas a public utility?

25 A Yes.

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 Q What geographical areas are serviced by Piedmont Natural
2 Gas?

3 A Portions of North Carolina, South Carolina and Tennessee.

4 Q Does the area of South Carolina include the Greenville
5 County area?

6 A Yes.

7 Q And parts of Spartanburg County?

8 A Yes.

9 Q Now, I believe you testified that in 2012 you were involved
10 with a new natural gas pipeline project in the Greenville, South
11 Carolina area, correct?

12 A Correct.

13 Q What was your involvement with this project?

14 A I managed the construction of a 12 inch pipeline.

15 Q And what was the purpose of this pipeline project?

16 A The purpose of this project was to create capacity as a
17 different pipeline along Woodruff Road was lowered in pressure to
18 serve all end users in the area.

19 Q What kind of pipeline was being installed with this project?

20 A A steel 12 inch diameter pipeline.

21 Q And did you testify -- as I understand it, did you testify
22 that this new pipeline was replacing an old pipeline?

23 A Yes.

24 MR. WARD: Your Honor, he shouldn't lead him. I don't
25 object but---

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 BY THE COURT: Well, if you're not objecting, why are you
2 telling me he shouldn't lead?

3 MR. WARD: Well, I just caution him not to, Your Honor.

4 BY THE COURT: All right. Thank you.

5 Q Is there any reason why -- in the course of your duties with
6 Piedmont Natural Gas did you have occasion to know why the old
7 pipeline was being replaced?

8 A Yes. The old pipeline was built under parts of Woodruff
9 Road and required different types of inspection to -- that the
10 pipeline could not be inspected with internal tools. So,
11 Piedmont built this new pipeline to replace the capacity as the
12 old pipeline would be required to be lowered in pressure.

13 Q What inspections are you referring to?

14 A Industry best practice is to run an internal inspection tool
15 on the inside of the pipeline. The pipeline has to be built and
16 maintained in a fashion to allow the internal inspection.

17 Q Was the old pipeline -- did it have the capacity to be --
18 for internal inspection as you just referenced?

19 A No. It was built in the 1960's and was not built to allow
20 internal inspection.

21 Q Are there any other differences between the new pipeline and
22 the old pipeline?

23 A None that I can recall.

24 Q Now, the new pipeline, would end-line consumers be allowed
25 to tap into this pipeline?

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 A Yes.

2 Q I'm talking about the new pipeline.

3 A Oh, the new pipeline?

4 Q Yes, sir.

5 A No.

6 Q So, then if you would kind of just recap for me, since
7 people can't tap into it, what's the need for this new pipeline?

8 A The purpose of the new 12 inch steel pipeline is to move gas
9 from the gas source to the market area formerly served by the
10 line at Woodruff Road and replace it to capacity that the
11 Woodruff Road pipeline can no longer provide.

12 Q Is there a particular name for the type of natural gas
13 pipeline that customers can directly tap into?

14 A You say that can?

15 Q Can, yes.

16 A Distribution pipelines.

17 Q And is there a different name for this new type of pipeline
18 that cannot be tapped into?

19 A Transmission pipeline.

20 Q So, is it fair to say then the new pipeline is what you
21 would call a transmission pipeline?

22 A Yes.

23 Q And is the old pipeline under Woodruff Road then being
24 turned into a distribution type pipeline?

25 A Yes.

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 Q In connection with this project, did Piedmont Natural Gas
2 find it necessary to acquire property or easements for the laying
3 of a pipeline?

4 A Yes.

5 Q And is the property that's involved in this case is that
6 being acquired for this pipeline project?

7 A Yes.

8 Q Is it being acquired for an easement for the new pipeline?

9 A Yes.

10 Q And are you familiar with what is being acquired in this
11 case?

12 A Yes.

13 Q Can you describe what is being acquired in this case?

14 A In this case, a 50-foot wide easement was being acquired to
15 install the pipeline.

16 Q Are you familiar with the -- I guess what I would refer to
17 as the parent tract of a larger parcel of property upon which
18 this easement and pipeline will be?

19 A Yes.

20 Q Can you tell me what the acreage is for that parent tract
21 that I referred to?

22 A It's approximately 72, 73 acres.

23 MR. CHAMBERS: Bear with me one minute, Your Honor.

24 Q In the course of your duties with Piedmont Natural Gas
25 involved with this project, have you ever had occasion to look at

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 any tax maps or aerial photos that show the parent tract?

2 A Yes.

3 BY THE COURT: Is there an issue where it is?

4 MR. CHAMBERS: No, Your Honor.

5 BY THE COURT: All right. Can we stipulate that and just
6 move on to what we're really fussing over?

7 MR. WARD: Your Honor, he can introduce that if he would
8 like. I have no objection to it.

9 BY THE COURT: Okay.

10 MR. CHAMBERS: All right.

11 MR. WARD: Mark and introduce it.

12 Q I'm going to show you a picture. It looks like an aerial
13 photo, and ask you if you recognize the parent tract as being the
14 property outlined in green on that map?

15 A I do recognize the property.

16 MR. CHAMBERS: Your Honor, we would move this into evidence.

17 BY THE COURT: All right.

18 (Aerial Photo of Property entered into evidence as
19 Plaintiff's Exhibit No. 1)

20 MR. WARD: No objection to his -- his exhibits, I have no
21 objection, Your Honor. We can stipulate to them, those that he's
22 shown.

23 BY THE COURT: All right.

24 Q Have you also ever had occasion to review any plat or survey
25 showing the approximate location of this easement on the parent

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 tract?

2 A I have.

3 Q I show you a copy of a document and ask if you recognize
4 that as a copy of a plat showing the location of the easement on
5 the subject property.

6 A I do recognize this.

7 Q Does that to you fairly and accurately represent the
8 location of the easement as shown in the shaded-in area?

9 A Yes, it does.

10 MR. CHAMBERS: We would move this into evidence, Your Honor.

11 MR. WARD: No objection. It's per the pleadings.

12 (Preliminary Plat entered into evidence as Plaintiff's
13 Exhibit No. 2)

14 Q Again, what is the total area contained within the easement,
15 the acreage, please?

16 A Over two acres, close to two-and-a-half.

17 Q All right. Is the acreage actually shown on that plat we've
18 introduced into evidence?

19 A It would be in the top left-hand corner.

20 BY THE COURT: I want to make sure it's clear for the record,
21 this 2.5 is on the land we're in question here today as opposed
22 to the larger---

23 MR. CHAMBERS: Correct, Your Honor. That is property that
24 is actually within the easement being taken by Piedmont Natural
25 Gas for the easement.

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 BY THE COURT: All right. Thank you.

2 Q What is the width of this easement?

3 A Approximately 50 feet.

4 Q What is the purpose of this easement?

5 A The purpose of this easement is to install, maintain and
6 inspect the transmission pipeline.

7 Q And has the pipeline already been installed within the
8 easement?

9 A Yes.

10 Q Is this installed above ground or below ground?

11 A On this property, it is installed below ground.

12 Q Are there any above ground natural gas facilities on this
13 particular easement we're here for today?

14 A No.

15 Q Are you familiar with the minimum depths of the pipeline on
16 this property?

17 A Yes.

18 Q What is the minimum depth of the pipeline on this property?

19 A At the time of construction, the minimum depth was at least
20 3 feet.

21 Q Do you know what is the average pressure to be maintained on
22 the pipeline?

23 A The average pressure on this particular pipeline will be
24 about 650 pounds per square inch gauge.

25 Q Is it designed or could it possibly have a higher pressure?

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 A It is designed for 1,000 pounds per square inch gauge.

2 Q And then what rights would Piedmont Natural Gas have on this
3 easement property in relation -- what rights will Piedmont
4 Natural Gas have on the easement?

5 A Piedmont Natural Gas will have the right to access the 50
6 foot easement and maintain the pipeline within that 50 foot
7 easement.

8 Q Why would Piedmont Natural Gas be accessing the easement?

9 A Piedmont Natural Gas would access this easement on a
10 periodic basis for above-ground inspections.

11 Q What type, just very briefly, what type of above-ground
12 inspections would Piedmont Natural Gas possibly be doing?

13 A Piedmont would do an above-ground inspection looking for
14 erosion on the right-of-way, looking for gas leaks on the right-
15 of-way or looking for any objects that would endanger the
16 pipeline.

17 Q According to the rights that are being acquired by Piedmont
18 Natural Gas, would Piedmont Natural Gas be allowed to install
19 another pipeline within the easement in the future?

20 A Yes.

21 Q What are the landowners allowed to do with the property that
22 is within the easement area?

23 A The landowner is allowed to use the easement area but may
24 not build a permanent structure in the easement area.

25 Q What are the landowners not allowed to do with the property

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 that is subject to this easement?

2 A As set out in the easement, a landowner may not build a
3 permanent structure without getting prior permission from
4 Piedmont Natural Gas and are limited in the amount of trees that
5 would be able to be planted in the easement.

6 Q Have you reviewed the pleadings and the normal rights-of-
7 way that Piedmont Natural Gas uses?

8 A Yes.

9 Q And are the actual -- the rights and the responsibilities of
10 Piedmont Natural Gas and the landowners set out in the pleadings?

11 A Yes.

12 Q Now, in connection with this pipeline and this easement,
13 does Piedmont Natural Gas maintain any sort of ways to access the
14 pipeline for testing purposes?

15 A Yes.

16 Q What could those be?

17 A Piedmont Natural Gas would, under normal conditions, have
18 wires attached to the pipeline and test for small electrical
19 currents that are used to test the pipeline from corrosion.

20 Q What -- is there a name for those?

21 A It's called a cathodic protection test station.

22 Q If you could, could you describe what those are and what
23 they look like?

24 A Yes. They are normally yellow, and they are a cylindrical
25 tube placed in the ground, and in the middle of the tube are two

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 wires and there's a cap on top of the tube, and a technician
2 would remove the cap and hook an instrument to the two wires and
3 test for a small voltage.

4 Q And what is the purpose of this cathodic protection?

5 A The purpose of the cathodic protection is to impress a very
6 small electrical current on the pipeline that prevents corrosion
7 of the steel.

8 Q And these cathodic protection test stations is there any --
9 are they designed so that natural gas can go through those test
10 stations to the surface?

11 A Natural gas cannot get into the wires. They are not
12 designed to hold gas.

13 Q And do you know where the -- do you know if there is a
14 cathodic protection test station located anywhere on this
15 easement?

16 A Yes.

17 Q And do you know the location of that test station?

18 A I have seen a picture of it. Yes.

19 Q Based on what you've viewed in that picture, could you tell
20 us where you think that may be?

21 A It was located next to a fence off of a road.

22 Q Now, does Piedmont Natural Gas in connection with
23 underground pipelines or easements for underground pipelines,
24 does Piedmont Natural Gas set out any sort of markers or signs?

25 A Yes.

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 Q What kind of markers or signs would those be?

2 A For a below ground facility, Piedmont's required to place
3 above ground yellow markers in the shape of a pole or a flat
4 stick that has "Caution" on it and they're placed at certain
5 intervals as described by THEMSEA law or THEMSEA requirements and
6 federal law and state law that include the side roads and within
7 line of sight of another marker.

8 Q Is there any particular color for those markers?

9 A Yes. They're a specific color of yellow.

10 Q And are you aware if any of those markers are placed on this
11 easement?

12 A Yes. There are several markers on this easement.

13 Q And do you know if there are any markers next to the -- or
14 near the road crossing?

15 A Yes. There is a marker near the road crossing.

16 Q Now, are you aware of there having been any other sort of
17 sign or markers placed on this particular easement?

18 A I was notified of a facility sign placed on this easement.

19 Q And what do you mean by "facility sign"?

20 A For above ground natural gas facilities, there is a specific
21 sign that warns the public of the potential of natural gas to be
22 present. Those facilities normally have natural gas present, and
23 the purpose of this sign is to notify the public.

24 Q And what above ground facilities are you referring to?

25 A Normally this is a delivery station that takes gas from a

ADAM BLANCHARD LONG--DIRECT BY MR. CHAMBERS

1 transmission pipeline and would meter it or regulate it to a
2 distribution pipeline.

3 Q And is there any sort of facility of that type on this
4 particular easement we're here for today?

5 A No.

6 Q Is there any other sort of above ground facility on this
7 easement that would require that type of sign that you described?

8 A Not on this property.

9 Q Do you know how that sign came to be -- well, let me just
10 make sure I understand. It's your testimony that it came to your
11 attention that one of those signs had been placed on this
12 easement?

13 A Yes. I was called and notified, through the phone call and
14 then through email with a picture, that a sign had been placed on
15 a gate beside a road on this property.

16 Q Do you know how that sign came to be placed on that gate?

17 A I do not.

18 Q Did you take any action after learning that the sign had
19 been placed on the gate?

20 A Yes. I talked with Piedmont's land agent and asked that the
21 sign be removed.

22 Q And to the best of your knowledge, has the sign been
23 removed?

24 A Yes.

25 Q Why did you have the sign removed?

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 A That was a facility sign and it's not a sign used for below
2 ground facilities?

3 Q And again, to make sure I understand, is it your testimony
4 that this pipeline on this easement is a below ground facility?

5 A Yes.

6 Q And again, to make sure I understand, is it Piedmont Natural
7 Gas's policy to have those type of signs on a below ground
8 facility like this?

9 A We do not put them on below ground facilities.

10 MR. CHAMBERS: Bear with me one minute, Your Honor.

11 Q Thank you, Mr. Long. I have no further questions. Please
12 answer any questions the other---

13 BY THE COURT: All right, Mr. Ward.

14 **CROSS-EXAMINATION BY MR. WARD:**

15 Q Mr. Long, my name is David Ward. I'm representing the
16 landowners.

17 Now, you testified this was a transmission line to serve the
18 users in that area but not for distribution; is that correct?

19 A No. .

20 Q "No" what?

21 A I believe you've not properly relayed my answer.

22 Q How would you answer it?

23 A This is a transmission line that serves the distribution
24 system, formerly served by the Woodruff Road pipeline.

25 Q All right. You testified that people along this line could

ADAM BLANCHARD LONG--CROSS BY MR. WARD

- 1 not use it for distribution, correct?
- 2 A Correct.
- 3 Q And this line crosses over the subject property, correct?
- 4 A Correct.
- 5 Q It crosses over Batesville Road, correct?
- 6 A I believe so.
- 7 Q And then it crosses over Roper Mountain Road, correct?
- 8 A Correct.
- 9 Q And it goes into the GE Plant, correct?
- 10 A It eventually goes in to a GE facility, yes.
- 11 Q And it's there now, isn't it?
- 12 A Please restate your question.
- 13 Q It's in to the GE plant now?
- 14 A One end of the pipeline does go to the GE plant, yes.
- 15 Q There is no other customer on that line today except GE?
- 16 A This pipeline ties into a distribution facility at Highway
- 17 14 and feeds into the distribution system.
- 18 Q Now, you don't know when this danger sign -- I call it a
- 19 caution sign -- was put on the property, do you?
- 20 A I do not.
- 21 Q And the right-of-way has been there for several years,
- 22 hasn't it?
- 23 A Yes.
- 24 Q So, anybody trying to buy this property during these several
- 25 years would have gone in and seen this sign?

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 A Anyone that would have gone to the property while the sign
2 was up, yes.

3 Q Okay. Now, in answers to discovery, it was stated -- you
4 correct me if it's incorrect -- that it was not their policy to
5 put up signs like this on this kind of line; is that correct?

6 A Correct.

7 Q But you're not the one who sets policy, are you, sir?

8 A No. I do not set policies.

9 Q I'm going to show you -- I'm going to back up a moment.
10 This line is a 12 inch line, is a high pressure line as compared
11 to the Woodruff Road line which is only 10 inches in diameter,
12 correct?

13 A Correct.

14 Q And the Woodruff Road line is staying in place, isn't it?

15 A It stays in place at a low pressure, yes.

16 Q At a low pressure. But you needed more high pressure gas to
17 come into this area, didn't you?

18 A To replace the capacity that the Woodruff line would not.

19 Q In other words, the Woodruff line wouldn't take the amount
20 of gas you needed for this purpose?

21 A Correct.

22 Q So, it's a larger line?

23 A Correct.

24 Q To date, the only client being served is General Electric?

25 A No. This facility feeds a distribution station on Highway

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 14.

2 Q And General Electric has just installed a new system to test
3 new generation turbine gas engines, hasn't it?

4 A They've installed some facilities. I'm not familiar.

5 Q And they're -- part of your agreement with them, the
6 gasoline -- gas coming through your lines has been liquefied in
7 large quantities for that purpose, isn't it?

8 A I'm not familiar with the GE liquefaction system.

9 Q Okay. But anyway, we've established that the line in
10 question cannot be accessed by anybody along the line for
11 distribution purposes?

12 A It cannot be, correct.

13 Q And I'm marking Exhibit 3, subject to being introduced, a
14 plat, and where we have it marked it says, "Smith" that is where
15 the subject property is located, isn't it? Come look. You can
16 get down if you would like.

17 A Correct.

18 Q And then it crosses Batesville Road where I have the words
19 "Taylor" and "Creel" written, doesn't it?

20 A Yes.

21 Q Then it crosses Highway 14 where the name "Godfrey" is
22 written, doesn't it?

23 A It does cross Highway 14.

24 Q And then over here, it crosses Roper Mountain Road where
25 I've written the word "Huskey", doesn't it?

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 A Yes.

2 Q You were not involved in the condemnation of these cases,
3 were you?

4 A No.

5 Q Okay. So, you -- okay.

6 MR. WARD: Your Honor, I would like to offer into evidence
7 now -- I can have my paralegal testify to it or they can just
8 agree to it -- a copy of the easement and right-of-way granted by
9 Mr. Taylor where it's indicated on the plat. For the record,
10 it's the right-of-way recorded in Deed Book 2430 at Page 2351 in
11 Greenville County. The amount of compensation has been redacted
12 and then put into evidence, but it's the right-of-way showing the
13 engineering drawing and the subject property.

14 Q I will ask the witness if this doesn't conform with the
15 right-of-way obtained by Piedmont Natural Gas across that
16 particular property?

17 MR. CHAMBERS: Your Honor, I don't know if he's offering it
18 into evidence, but I would object on the relevancy ground.

19 BY THE COURT: What's the relevance?

20 MR. WARD: I'm getting to it, Your Honor. Next---

21 BY THE COURT: All right.

22 Q Now, sir---

23 A May I have a minute to review the---

24 BY THE COURT: Certainly.

25 Q Go right ahead.

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 MR. CHAMBERS: I'm sorry, Your Honor, I would also point out
2 that I've been aware of -- these were not produced, I don't
3 think, in discovery as any possible exhibits they would have.
4 So, it's a surprise to us.

5 MR. WARD: I'll get into that in a minute too, Your Honor.

6 BY THE COURT: All right.

7 MR. WARD: Maybe I'll interject right here. I may not
8 introduce discovery documents, but the rules say I may refer to
9 discovery for any other purpose.

10 I'll read into the record my Notice of Deposition and
11 interrogatory, supplemental -- in response to discovery, October
12 27, 2014. "This is a supplement to discovery. I am enclosing a
13 number of photographs which are, a, number 3, number 4, a, b, c
14 close ups of caution sign and gate on southwestern side of road
15 on right-of-way, sign a, b, close up control on southwestern side
16 of Rock Road right-of-way."

17 I would ask the Court to judicial notice that on February 5,
18 the ADR was filed with the Court indicating that mediation had
19 not been successful.

20 I now refer you to discovery responses I belatedly received
21 on May 18 about this issue of taking down the sign. I'm not
22 going to put it into the record, but I can read -- I can
23 introduce what happened.

24 BY THE COURT: When are we going to get to the relevancy
25 question?

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 MR. WARD: As soon as -- he asked the question, I'm getting
2 to it.

3 BY THE COURT: All right.

4 MR. WARD: I asked them and they -- I asked them, "When did
5 you first notify us that you've taken the sign down?" And the
6 answer was, "April 28, 2015" at a conference when I asked them.
7 I asked them, "When did you take it down?" The answer was -- the
8 answer in the interrogatory, "February 17, 2015," 12 days after
9 mediation failed, and we were not notified until May 18 --
10 actually, April 29th actually of this year.

11 CONTINUED CROSS-EXAMINATION BY MR. WARD:

12 Q Now, relevance, we've established that Mr. Taylor granted a
13 right-of-way and he settled his case, didn't he? You see it
14 before you?

15 A I do see an easement, yes.

16 MR. WARD: Your Honor, I'm not going to testify.

17 Q Are these not photographs of the caution sign that exists on
18 Mr. Taylor's property today?

19 A This is a Piedmont Natural Gas caution sign. I'm not
20 familiar with Mr. Taylor's property, but I can identify the sign.

21 Q Will you deny that is not still there today?

22 A I do not know.

23 Q But you're not the one that sets policy limits on signs, are
24 you?

25 A No.

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 MR. WARD: Your Honor, I offer that into evidence. They may
2 object to it as not proved yet it's in evidence, but I will get
3 another witness to testify.

4 BY THE COURT: All right. Well, his testimony was he doesn't
5 know if it was there or not.

6 MR. WARD: Well, I'll reintroduce it.

7 BY THE COURT: All right.

8 MR. CHAMBERS: Your Honor, I just want to make sure on the
9 record, objected on the relevance, the first time I've seen these
10 photographs today, the David Taylor high pressure sign. Also, I
11 also need to make an objection on this photograph as well.

12 BY THE COURT: Well, they're not being introduced at this
13 point. So, you can renew your objection if he seeks to introduce
14 it at a later date.

15 MR. CHAMBERS: Thank you, Your Honor,

16 MR. WARD: Your Honor, I now offer into evidence an easement
17 recorded in Deed Book 2413 at Page 1844 in favor of Piedmont
18 Natural Gas from the Creel family. I will again note that I have
19 redacted the amount paid.

20 Q I would ask you, sir, is that a copy of your easement for
21 the Creel family?

22 A Yes.

23 MR. CHAMBERS: Same objection, Your Honor, as to relevance
24 and as to the non-disclosure of this easement. This is not the
25 property we're here about today.

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 BY THE COURT: What's the relevancy on this, Mr. Ward?

2 MR. WARD: Your Honor, he testified that these signs were
3 improper. The evidence now shows they knew back at least in
4 2014, that we were introducing it, they waited until 12 days
5 after mediation to pull this sign off of this property. It's
6 been there for years. And I'm showing now that they're on all of
7 these other properties and they didn't pull them.

8 BY THE COURT: All right. Well, let me ask you, because I
9 understood from our pretrial conference the other day, all
10 parties stipulate the date of the valuation is the date of the
11 first filing by Piedmont Natural Gas.

12 MR. WARD: Correct.

13 BY THE COURT: So, is it relevant what sign is on the
14 property some years later?

15 MR. WARD: It's relevant because it was there during all of
16 the time of part of the take, yes, sir. Whatever they put on
17 that property is the issue, and they put the sign on the
18 property.

19 BY THE COURT: All right. But is the critical issue what was
20 on the sign on the day of the filing or what was on the property
21 some years later, what was removed some years later?

22 MR. WARD: No, sir. It was not what was removed some years
23 later. It was what was part of the original construction that
24 went on.

25 BY THE COURT: But I understand everybody agrees the sign was

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 there on the day Piedmont Natural Gas first made their filing.

2 Is that correct?

3 MR. CHAMBERS: To be honest, Your Honor, we do not know when
4 the sign was placed there.

5 MR. WARD: If they stipulate that, I'll stop this.

6 BY THE COURT: Can we stipulate that it was physically there
7 on the day that the filing was made by Piedmont Natural Gas?

8 MR. CHAMBERS: To be honest, I don't know. I'm trying to
9 find out when---

10 BY THE COURT: All right. Then there may be some relevancy,
11 Mr. Ward. You can continue.

12 CONTINUED DIRECT EXAMINATION BY MR. WARD:

13 Q I will ask you about number 6. Is that the right-of-way
14 that Piedmont Natural Gas took from the Creels on Highway -- on
15 Batesville Road, part of this project?

16 A Yes. It appears to be.

17 Q Is this not a sign -- a photograph of a sign that's still on
18 that property today?

19 MR. CHAMBERS: Your Honor, just for the record, I need to
20 renew my objections to this on the relevance and the previous
21 disclosure grounds.

22 BY THE COURT: On relevance, I'm overruling the objection.
23 What was your other ground?

24 MR. CHAMBERS: The first time I've seen these photographs is
25 today, this morning. They've never been produced.

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 BY THE COURT: Mr. Ward, were they produced in discovery?

2 MR. WARD: I didn't have an opportunity. They didn't tell
3 me that they took it down until I got the answer to
4 interrogatories the day -- the last hour when the Brief was
5 supposed to be filed. They waited from October when I told them
6 until just a week ago.

7 BY THE COURT: Let me go back to my question. Have the
8 photos previously been disclosed to Mr. Chambers?

9 MR. WARD: No, sir. But it's part of their record, not
10 mine. It's part of their record. It's not my record.

11 BY THE COURT: Mr. Chambers.

12 MR. CHAMBERS: I don't know what he means by part of my
13 record.

14 MR. WARD: The right-of-way is theirs. The recorded
15 documents are theirs. The photograph of their right-of-way I'm
16 using it on cross. I didn't know what he -- he could have
17 testified, "Oh, yeah, we put it up back when. We admit we do it
18 as part of the take." We never would have gotten into this.

19 MR. CHAMBERS: Again---

20 MR. WARD: Based on the fact they didn't even tell us -- and
21 tried to wait until the last second to tell us and I scrambled
22 around to find all of this out from their records -- I didn't
23 know what he was going to testify to.

24 BY THE COURT: All right. I'm going to allow you to proffer
25 it, but I'm going to sustain Mr. Chambers' objection as far as

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 not being previously disclosed.

2 MR. CHAMBERS: Thank you.

3 BY THE COURT: You certainly have a right to proffer it. I
4 suspect this case may go down to Columbia one way or the other,
5 and I want to make sure the appellate judges have a full record.

6 **CONTINUED DIRECT EXAMINATION BY MR. WARD:**

7 Q Going on down -- I next refer you to a deed to a right-of-
8 way from Huskey Construction to PNG recorded in Deed Book 5124 at
9 Page -- excuse me -- Deed Book 2411 at Page 5124 and ask you is
10 that a right-of-way granted by Huskey Construction on this
11 project?

12 MR. CHAMBERS: I apologize, Your Honor. It's my
13 understanding this is a proffer, but I would just like my
14 objection to be continuing as to the proffer.

15 MR. WARD: These were allowed, Your Honor. The photographs,
16 he can object to the photographs.

17 BY THE COURT: If they're matters of public record, I think
18 they're admissible. If they're photographs, I'm excluding those.

19 MR. CHAMBERS: Thank you, Your Honor.

20 BY THE COURT: Yes, sir.

21 MR. CHAMBERS: But, again, I would just like it to be a
22 continuing objection so I don't have to pop up for each one.

23 BY THE COURT: You're protected on the record.

24 MR. CHAMBERS: Thank you.

25 **CONTINUED CROSS-EXAMINATION BY MR. WARD:**

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 A This is an easement from Huskey Construction Company, yes.

2 Q I ask you whether or not these are photographs of the sign,
3 the caution sign, that is still on this property today? I'm
4 offering Exhibit 9.

5 A I'm not familiar with Huskey Construction property to be
6 able to recognize from a picture.

7 Q Is there anybody here that can testify on behalf of PNG as
8 to why all of these signs are left on these properties and only
9 taken off this one property? Can anybody testify to that?

10 A No.

11 Q Do you have any knowledge about why they did that?

12 A No.

13 MR. WARD: Your Honor, I presume his objection stands as to
14 the proffer?

15 BY THE COURT: The photographs? Yes, sir. They need to be
16 proffered. Well, but he states he can't identify them. So, I
17 don't think they can come in even under a proffer through this
18 witness.

19 MR. WARD: His objection was to relevance.

20 BY THE COURT: But I thought this witness -- do you recognize
21 those signs as being on the property?

22 THE WITNESS: I cannot recognize the property.

23 MR. CHAMBERS: Your Honor, my objection is to relevance and
24 failure to disclose them prior to trial.

25 BY THE COURT: All right.

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 MR. WARD: I'll have another witness.

2 BY THE COURT: Again, for the record, I've overruled on
3 relevance. I am sustaining it on--

4 MR. WARD: Just the pictures.

5 BY THE COURT: --On the pictures not being produced. I'm
6 allowing documents of records to be introduced. But this
7 gentleman stated he can't identify those photographs. So, that's
8 another reason for not letting them in.

9 CONTINUED CROSS-EXAMINATION BY MR. WARD:

10 Q Now, you testified to some extent concerning the rights and
11 privileges that Piedmont claimed, did you not?

12 A Yes.

13 Q There's a document attached to the pleadings which sets
14 forth all of those considerations, correct?

15 MR. WARD: Your Honor, we can stipulate that, I believe.

16 MR. CHAMBERS: That's part of the pleadings. Yes, Your
17 Honor.

18 Q Now, I have made an enlargement of that -- I have not marked
19 it as an exhibit, just for purposes of discussion. It says that
20 any improvement shall not affect in condemnor's sole discretion
21 the pipeline or anything concerning it; is that correct?

22 A I would need to see what you're reading.

23 Q Sir, did you look at it now?

24 A Yes. I looked at the exhibit.

25 Q It says that anything in that -- that comes across right-of-

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 way is subject to your sole discretion, does it not?

2 A I believe it says specifically, "Improvements shall not
3 adversely affect in condemnor's sole discretion the access to
4 safety, construction, reconstruction, operation or maintenance of
5 condemnor's facilities."

6 Q The point is it's at your sole discretion?

7 A At the condemnor's sole discretion.

8 Q That's Piedmont Natural Gas, isn't it?

9 A Yes.

10 Q Okay. Now, it includes, among other things, utility lines,
11 correct?

12 A Yes.

13 Q So, if we want to put a water line through the right-of-way
14 it's at your discretion to allow it and under what terms, isn't
15 it?

16 A If it adversely affects the pipeline, yes.

17 Q But there's somebody in another department that would deal
18 with that, correct?

19 A Correct.

20 Q Okay. Now, we know from your drawing and these documents
21 that the only way into this property is through your pipeline,
22 isn't it?

23 A The pipeline does cross the road. I'm not familiar enough
24 with other entrances to the property.

25 Q Sir, we previously marked by agreement of counsel

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 Landowners' Exhibit No. 2 that shows the only way into that
2 property is this road.

3 A What is your question?

4 Q I said we previously marked as Exhibit Landowner 2 a drawing
5 that shows the only way into this subject property is Rock Road;
6 is that correct?

7 A Rock Road, yes.

8 Q So, that's the only way into the property?

9 A Down Rock Road.

10 Q So, if a utility, say a water line, you have to go down Rock
11 Road under your -- by your -- through your right-of-way, correct?

12 A Any water line by another public utility inside DOT right-
13 of-way has access through DOT right-of-way.

14 Q Nevertheless, you say -- the terms doesn't come through your
15 right-of-way, does it? The Highway Department grants
16 encroachment permits, don't they?

17 A They do.

18 Q They grant encroachment permits subject to existing
19 facilities on a roadway, don't they?

20 A They grant encroachments subject to their facilities.

21 Q And subject to other facilities existing?

22 A I am not sure.

23 Q You're not sure?

24 A No.

25 Q Well, let's assume for the sake of analysis what your

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 document says is in order to put a water line in you have to seek
2 approval from---

3 MR. CHAMBERS: Objection, Your Honor. He's trying to assume
4 what the document says. The document says what it says. That's
5 assuming facts not into evidence.

6 MR. WARD: I'm going to get to the question.

7 BY THE COURT: Go ahead.

8 Q You would require a major water line to be bored under your
9 line rather than going on top of it, wouldn't you?

10 A It would depend on the size and the depth of Piedmont's
11 facilities and the crossing location and whether or not the
12 crossing location is inside an existing Department of
13 Transportation easement.

14 Q So, it's at your discretion to okay -- if somebody wants to
15 put in an utility, they have to first apply to Piedmont Natural
16 Gas, correct?

17 A Not if it's inside the DOT easement.

18 Q Let's talk about easements. The roadway is an 18 foot wide
19 paved roadway, isn't it?

20 A I'm not familiar with the dimensions of the road.

21 Q Well, let's assume that's correct. Isn't it a fact --
22 you're an engineer -- that the County can only claim the 18 feet
23 that it maintains and keeps; is that correct?

24 A To my knowledge, in South Carolina, I have witnessed DOT
25 easements wider than the hard surface of the road.

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 Q But without an -- there is no easement here, is it? Are you
2 aware of any document that creates an easement?

3 A I've not researched any Department of Transportation
4 easements at this property.

5 Q So, you don't know whether or not the right-of-way --
6 whether or not the pipeline -- water line is coming outside of
7 the highway easement, do you?

8 A I'm not familiar of any water lines in that area.

9 Q I'm talking about a new water line.

10 A Could you repeat the question?

11 Q A new water line outside of the highway right-of-way would
12 require your approval before you allowed it, correct?

13 A Correct.

14 Q And there's another department that handles that, correct?

15 A Correct.

16 Q And someone who wants to do it, they have to apply to that
17 department with an application, don't they?

18 A Correct.

19 Q And they have to prepare engineering drawings, don't they?

20 A The application has requirements for drawings.

21 Q And the landowner who is seeking your permission has to
22 comply with your, whatever the request may be, with your policy
23 decision as to getting the water line in?

24 A In your assumption, is the landowner running the water line?

25 Q Yes.

ADAM BLANCHARD LONG--CROSS BY MR. WARD

1 A Whoever is running the water line has to comply.

2 Q And you don't know what all of those restrictions may be?

3 A Depending on the size of the water line, there are different
4 restrictions.

5 Q We can assume this would be a pretty good size water line
6 that serves seventy-something acres, couldn't we?

7 A You're referring to a water line that serves multiple,
8 multiple homes?

9 Q Correct. Would you say yes or no?

10 A The water line, depending on the pressure, could be
11 different sizes.

12 Q So you don't know what all is involved in Piedmont's
13 requirements to put in these utilities across your line?

14 A I would need to refresh my memory on any requirements first.

15 Q Now, you mentioned -- you said there were no devices above
16 ground at this site?

17 A I mentioned there were gas-containing devices above ground
18 at this site.

19 Q But there is a cathodic testing device?

20 A There is a cathodic testing, yes.

21 Q This yellow thing that sticks up here?

22 A Yes.

23 Q Okay.

24 MR. WARD: I have no further questions of the witness, Your
25 Honor.

1 BY THE COURT: Mr. McKee?

2 MR. MCKEE: No questions, Your Honor.

3 BY THE COURT: Ms. Woody?

4 MS. WOODY: No, Your Honor.

5 BY THE COURT: Mr. Wile?

6 MR. WILE: No.

7 BY THE COURT: All right. And Ms. Culbertson?

8 MS. CULBERTSON: No, Your Honor.

9 MR. CHAMBERS: Bear with me one minute. (a brief pause) No
10 further questions.

11 BY THE COURT: All right. Thank you, sir. You can step
12 down.

13 THE WITNESS: Yes, Your Honor.

14 (witness excused)

15 BY THE COURT: Call your next witness.

16 MR. CHAMBERS: Your Honor, it was my understanding that in a
17 condemnation case, the burden of proof is on the landowners. So,
18 it's my understanding the normal order is condemnor puts up a
19 witness to identify the property and the take, and then it shifts
20 to the landowner to put up their evidence, and then the condemnor
21 puts up their evidence. That's my -- it's a little weird.

22 BY THE COURT: Mr. Ward.

23 MR. WARD: Your Honor, that's fine. Whatever the Court
24 directs. We're ready to go forward.

25 BY THE COURT: All right. Mr. Ward, you can call your

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1 witness.

2 MR. WARD: Your Honor, I believe Ms. Culbertson wishes to
3 call the first witness.

4 MS. CULBERTSON: Ms. Murry, will you come up to the stand
5 for me?

6 Your Honor, we are calling Alma Renee Murry, M-u-r-r-y.

7 **ALMA RENEE MURRY**, BEING FIRST DULY SWORN, TESTIFIED AS
8 FOLLOWS:

9 BY THE COURT: If you would come around and have a seat,
10 please. (complies)

11 And if you would state your full name.

12 THE WITNESS: Alma Renee Murry.

13 **DIRECT EXAMINATION BY MS. CULBERTSON:**

14 Q Ms. Murry, tell us how you are connected with this case
15 today.

16 A Well, my great-grandfather, who was Ezelle Smith, who was
17 the landowner. My grandfather, Worley Smith, his son, one of the
18 five children. My mother, Christine Dawkins, who's deceased now,
19 was Worley's daughter, one of 12; and I am her daughter. So, I
20 am a great-granddaughter.

21 Q And Ms. Murry, where do you live?

22 A I live at 409 Rock Road, Greer.

23 Q And is that on the property that we're here today to talk
24 about?

25 A Yes, it is.

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1 Q How long have you lived on the property?

2 A I've lived there all of my life, but I -- at the age of 21,
3 I was married, moved to Greenville, but I moved back in '93.

4 Q And if I may ask, when were you born?

5 A 1955, May 12th.

6 Q And is this an accurate drawing of y'all's piece of
7 property?

8 MR. WARD: Number 2.

9 Q It's Exhibit Number 2, that's what I'm referring to.

10 A Yes. It seems to be. Yes.

11 Q Does this look like Rock Road coming down into your
12 property?

13 A Yes.

14 Q And do you agree that this red line that we've drawn on here
15 represents where the gas line has been placed?

16 A Yes.

17 Q So, is it true that the gas line goes across the only way in
18 and out of your property?

19 A Yes.

20 Q And I am going to show you a couple of pictures which we've
21 marked as Defendants' Exhibit No. 10. This is a group of six
22 photographs. Ms. Murry, if you would, just take a look at these
23 photographs with me. Can you tell me what the first photograph
24 there represents?

25 BY THE COURT: What's the exhibit number, please?

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1 MS. CULBERTSON: It's number 10.

2 MR. WARD: Your Honor, I made multiple copies.

3 Q So, can you tell us, Ms. Murry, what we're looking at in
4 this picture?

5 A We're looking at Rock Road leading into 409 and 413, which
6 is my residence. We cross the bridge and right across the bridge
7 to your left and right is where you will see where Piedmont
8 Natural Gas has come in.

9 Q All right. If you'll flip over to the second photograph in
10 this exhibit, can you tell us what we're looking at in this
11 picture?

12 A That is the pathway that Piedmont Natural Gas cut in. We
13 have a fence there, and the fence is still there and there is a
14 caution sign.

15 Q Is this on your property itself? If you're looking at this
16 picture, are we standing on your property?

17 A Yes.

18 Q Okay. And what else do you see in this picture in addition
19 to the fence?

20 A Well, I noticed the caution sign that's been mentioned.

21 Q And do you know about when this fence and all of those
22 yellow poles were put into place on the property?

23 A I do remember after Piedmont Natural Gas completed their
24 work that we noticed the fence going up.

25 Q And the pipeline went in in June of 2012?

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1 A Yes.

2 Q So, it would have been somewhere right around in there when
3 you started noticing the sign?

4 A Yes.

5 Q The third picture in our stack here, is this just a close
6 up?

7 A Yes.

8 Q Is that just a close up of the fence that we just looked at?

9 A Yes, sir. I mean, ma'am.

10 Q So, that caution sign that you see there, has that been on
11 the property the whole time that the pipeline has been there?

12 A It was.

13 Q Do you know when it was -- so you say "it was." I assume
14 that means it's not there anymore?

15 A No.

16 Q Do you know when it was taken down?

17 A No.

18 Q The next picture just looks like an additional blow up of
19 that caution sign if I'm correct?

20 A Right.

21 Q And then the last picture there, I believe, is just a blow
22 up of some of the yellow poles that you see around the gate; is
23 that correct?

24 A That's correct.

25 Q Okay. Thank you. Now, Ms. Murry, I just want to ask you a

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1 couple general questions. When you knew that the gas line was
2 installed or when you saw the caution sign and the gas line
3 installed, what was your impression?

4 A My first thought was that something dangerous must be there.

5 Q Why did you think that?

6 A Because of the caution sign.

7 Q Did you talk about that with anyone?

8 A I did. I did call my aunt which lives next door, and I
9 asked her did she notice it being there. So, we had a discussion
10 that something must be there that maybe we don't know about.

11 Q So, you were concerned about the safety when you started
12 seeing those caution---

13 A Health---

14 MR. CHAMBERS: Objection, Your Honor. She's leading the
15 witness.

16 BY THE COURT: Don't lead her.

17 A Health issues.

18 Q What do you mean by "health issues"? What did you think?

19 A Well, first of all, we didn't know if it may be something
20 that could affect us long term, you know, where you hear of so
21 many things where someone's getting cancer or other things. So,
22 it was alarming to us.

23 Q Can you tell me just a little bit more about what you mean
24 when you say you hear about this happening?

25 A Well, sometimes you may -- you may hear of something blowing

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1 up when you think of gas. We don't know all of the details. So,
2 of course, it did kind of make me wonder.

3 Q Could you ballpark for me how far away your home is located?
4 Are you on the left side of the road?

5 A Yes. And I'm right there (indicating). Like I said, I'm at
6 409.

7 Q I don't have any road marking on here. I'm sorry, I can't
8 tell.

9 A Oh, okay.

10 Q I'm just trying to get a lot of---

11 BY THE COURT: Ms. Culbertson, just for the record, for
12 everyone's edification, could you outline the tract in either
13 green or yellow?

14 MS. CULBERTSON: Yes, sir.

15 BY THE COURT: And before you start writing, I want Mr.
16 Chambers to be there with you to make sure he agrees.

17 MS. CULBERTSON: Down this property line, sort of tracks
18 along the red, goes along the river, and then it cuts straight
19 across.

20 MR. CHAMBERS: That appears to be fairly accurate, Your
21 Honor.

22 BY THE COURT: Okay. Thank you. And that's drawn now on
23 Defendant's No. 2.

24 MS. CULBERTSON: Yes, sir, Landowners' No. 2.

25 BY THE COURT: So, the red line is the existing pipeline?

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1 MS. CULBERTSON: Yes, Your Honor.

2 BY THE COURT: The green is now the outer parameters of the
3 property?

4 MS. CULBERTSON: Yes, Your Honor.

5 BY THE COURT: Thank you.

6 MS. CULBERTSON: And it's not just the pipeline, the
7 pipeline and the easement.

8 BY THE COURT: Okay. Thank you.

9 Q Ms. Murry, if I were to mark -- would you come up and mark
10 approximately where your home is located just so we can get an
11 idea. And it doesn't have to be exact by any means, just want to
12 know.

13 A (complies)

14 MS. CULBERTSON: And, Judge, she has marked -- for the
15 record, she has marked an "x" mark to the left of Rock Road on
16 the property itself on Exhibit 2.

17 Q Ms. Murry, did you have any other thoughts when you learned
18 about the pipeline?

19 A It was just mainly that something was coming on our property
20 and we were a little concerned about it. Again, it was -- what
21 is it going to do to the property? Will it affect us?

22 Q When you say "what is it going to do to the property" versus
23 what is it going to do you, can you clarify a difference there
24 because you've only mentioned you so far?

25 A Well, we already knew that bringing something like that on

ALMA RENEE MURRY--DIRECT BY MS. CULBERTSON

1 the property, we were thinking it possibly could decrease value
2 of the property.

3 Q Why would you think that?

4 A Because we're thinking a gas line, someone may not want to
5 be right there. We are thinking that someone may not want to be
6 over where there is a gas line.

7 Q Why would you think someone wouldn't want to build near a
8 gas line?

9 A Well, as I stated before, you hear of different things
10 happening---

11 MR. CHAMBERS: Objection, Your Honor, to hearsay as to---

12 A Well, sometimes when I hear it on the news---

13 BY THE COURT: All right. Hold on a minute, hold a minute.
14 Hold a minute, please, ma'am.

15 MR. CHAMBERS: Objection. It's speculating.

16 BY THE COURT: I'm not going to allow it, not for the truth
17 of the matter asserted but just for her state of mind and her
18 opinion.

19 MR. CHAMBERS: Yes, sir.

20 BY THE COURT: But, again, you're protected on the record.

21 MS. CULBERTSON: Thank you, Judge.

22 Q Ms. Murry, did you have any other thoughts that you wanted
23 to share with us this morning?

24 A No, just that it's been a family-owned property and a lot of
25 memories are there among so many people.

ALMA RENEE MURRY--CROSS BY MR. CHAMBERS

1 Q Thank you so much. Mr. Chambers may have a couple of
2 questions. So, don't go anywhere just yet.

3 BY THE COURT: All right.

4 MR. CHAMBERS: Beg the Court's indulgence.

5 CROSS-EXAMINATION BY MR. CHAMBERS:

6 Q Ms. Murry, I believe -- did you testify earlier there's a
7 fence around part of the easement or around the easement?

8 A Yes, it is.

9 Q Okay. Was that fence there before the pipeline was put in?

10 A No.

11 Q So, do you know who put the fence in?

12 A No, I do not. I assume Piedmont Natural Gas.

13 Q You didn't put the fence in?

14 A No, sir.

15 Q Do you know if any other of your family members put the
16 fence in?

17 A A red fence?

18 Q Pardon me?

19 A The red fence? It's a red fence there.

20 Q No. There's a gate. I understand there's a gate there.

21 A A gate, okay.

22 Q I believe on the pictures---

23 A There's a---

24 Q For instance, on the second picture there, it shows a red
25 gate and then there's some -- it looks like some wooden posts and

ALMA RENEE MURRY--CROSS BY MR. CHAMBERS

1 then there's -- looks like some wire fencing. I'm asking
2 specifically about the wire fencing. Was there any kind of
3 fencing there before the red gate was put up?

4 A I think there may have been.

5 Q And would that have been put up by you or some other family
6 member?

7 A It wasn't put up by me, no, sir.

8 Q But was it there before Piedmont Natural Gas came on this
9 property and put in their pipeline?

10 A It is possible but I think there's been -- if I may say so
11 -- it's been a fence. It also has been times that it wasn't a
12 fence.

13 Q Okay.

14 A So, it all depends on what time you're talking, but it has
15 been a fence and at times it has not been a fence because, you
16 know, someone comes and take them down.

17 Q I'm sorry. What did you say? That last part, I didn't
18 quite hear that.

19 A I know that it has been a fence and at one time, don't know
20 who, but someone removed it.

21 Q But my question is, did all of this occur prior to Piedmont
22 Natural Gas coming and getting their easement, putting in a
23 pipeline?

24 A I have remembered---

25 Q Excuse me?

ALMA RENEE MURRY--CROSS BY MR. CHAMBERS

1 A I have remembered a bob wire piece -- a wire going across.

2 Q Okay. But that's prior to Piedmont Natural Gas coming on
3 the scene, correct?

4 A Yes.

5 Q Is there also -- I don't think it's shown in any of those
6 pictures -- is there also like another -- a dirt road off of Rock
7 Road that's got a chain across it?

8 A I'm not familiar.

9 Q I'm talking about slightly down from the red fence, is there
10 like another part with a fence that's got another road going off
11 a dirt road that's got a chain across it?

12 A I don't recall another road.

13 Q Ms. Murry, again, I'll refer back to Landowners' Exhibit 2
14 and you've marked where your house is in relation to the
15 property, and also it appears the outline in red here or shaded
16 in in red, does that appear to you -- is that your understanding
17 that's where the pipeline is?

18 A Yes, sir, right in there.

19 Q And that pipeline that appears to run along the northern
20 border of the property, correct?

21 A To my knowledge, I would have to say yes.

22 Q Right. But from you looking at this Landowners' Exhibit 2,
23 it appears that red line which represents the pipeline is pretty
24 much, except for some small areas, hugs and stays close to the
25 boundary of 73 acres, correct?

ALMA RENEE MURRY--CROSS BY MR. CHAMBERS

1 A Yes.

2 Q And it doesn't run through the middle of the property or
3 anything like that, does it?

4 A No, sir.

5 Q Thank you. I have no further questions. Please answer any
6 questions---

7 BY THE COURT: Mr. McKee?

8 MR. MCKEE: No questions.

9 BY THE COURT: Ms. Woody?

10 MS. WOODY: No, thank you, Your Honor.

11 BY THE COURT: Mr. Wile?

12 MR. WILE: No, Your Honor.

13 BY THE COURT: Any other brief questions?

14 MS. CULBERTSON: Nothing at all, Judge.

15 BY THE COURT: Thank you, ma'am. You can step down.

16 (witness excused)

17 BY THE COURT: You can call your next witness.

18 MS. CULBERTSON: I'm sorry, Judge, we were discussing this
19 morning, there were a couple of family members who thought they
20 might want to have a say and now we're debating whether they do
21 which is fine. I would just -- we can go ahead and call Mr.
22 Owens and establish the appraisal value for the sake of time.

23 BY THE COURT: Call your witness.

24 MR. WARD: Fine. I call Mr. Bruce Owens.

25 ROGER BRUCE OWEN, BEING FIRST DULY SWORN, TESTIFIED AS

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 FOLLOWS:

2 BY THE COURT: Thank you. Come around and have a seat,
3 please, sir.

4 DIRECT EXAMINATION BY MR. WARD:

5 Q Mr. Owen, they have stipulated that you are a real estate
6 expert, but I would like to ask a few questions---

7 BY THE COURT: All right. Well, let him get his seat, and
8 let me ask him his name.

9 MR. WARD: I apologize, Your Honor.

10 BY THE COURT: If you'll state your full name, please, sir.

11 THE WITNESS: Roger Bruce Owen.

12 BY THE COURT: All right. Now, be glad to hear from you, Mr.
13 Ward.

14 MR. WARD: Thank you, Your Honor.

15 BY THE COURT: Yes, sir.

16 Q They have stipulated, sir, that you are a real estate
17 expert, but I'll ask you a few background questions. What is
18 your age and how long have you been doing appraisal work?

19 A Can he ask me my age?

20 Q Please, Mr. Owen.

21 A 62.

22 Q How long have you been doing appraisal work?

23 A Since 1975.

24 Q You are a MAI appraiser, I presume?

25 A Yes, sir.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 Q Okay. Now, you've done lots of appraisals for various
2 governmental agencies, corporations as well as individuals?

3 A Yes, sir.

4 Q Okay.

5 MR. WARD: Your Honor, we're stipulating he's an expert.
6 So, I'm not---

7 BY THE COURT: Any voir dire qualifications?

8 MR. CHAMBERS: No, Your Honor, not as a DI, just an expert --
9 qualifications as an expert in real estate appraisals generally.

10 BY THE COURT: All right.

11 MR. WARD: But I would offer one other---

12 Q Have you had any other experience besides just appraisal
13 work?

14 A Yes, sir.

15 Q Could you describe that experience to -- relevant to this
16 battle?

17 A We had a company at one time, and we -- in addition to
18 appraisal work, we also constructed single family residences.

19 Q How many houses did you build?

20 A Probably somewhere around 50 or more.

21 Q In your course of dealing as an appraiser and in
22 construction, have you had occasion to deal with developers of
23 real estate?

24 A Yes, sir.

25 Q Without naming any, could you give me some idea of your

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 experience in that regard?

2 A We typically deal with them when we do appraisal work on
3 subdivision development work. So, that could be a number of
4 developers.

5 Q More than 10?

6 A Oh, sure.

7 Q More than 50?

8 A Probably.

9 Q Now, you were commissioned by us to perform an appraisal of
10 the value of the damages for this taking, correct?

11 A Yes, sir.

12 Q When did you first visit the property?

13 A I believe it was in -- it's right here -- July 2014.

14 Q And would you describe the premises for us from your
15 observation?

16 A Describe the premises?

17 Q Yes, sir.

18 A This was a -- basically, a 70-plus acre tract of land. It
19 had two or three residences on it. The majority of the property
20 was vacant. It's located just off of Batesville Road in a very
21 prosperous area. It has a single road, being Rock Road, which
22 leads in as an egress and ingress to the entire tract. There
23 again, it's located in Greenville County. It had some frontage
24 along the Enoree River. It had some frontage along a neighboring
25 creek, just a very nice developable subdivision tract.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 Q Is Rock Road the only access into that property?

2 A It appears that it is, yes, sir.

3 Q And if you wanted to put in utilities, you would have to go
4 down that -- through that entranceway?

5 A Yes, sir.

6 Q Now, previously introduced with the prior witness is a
7 number of photographs, Exhibit 10, I will ask you if those
8 photographs represent the premises that you visited the first
9 time? Look at all of them, please.

10 A Yes, sir. It appears to be.

11 Q And that caution sign was there at the time?

12 A Yes, sir.

13 Q Okay. What kind of development is there around this
14 property?

15 A The vast majority of the contiguous properties are single
16 family residential, generally pretty high-end type developments.

17 Q As part of your appraisal process, were you given a copy of
18 the engineering sketch prepared by Piedmont Natural Gas which, I
19 believe, we've introduced as Exhibit -- Piedmont exhibit -- what
20 was that exhibit number?

21 MR. CHAMBERS: Condemnor's No. 1, I believe.

22 Q Condemnor's No. 1, were you given a copy of that?

23 A Yes, sir.

24 Q And you took into account that engineering drawing as part
25 of your appraisal process?

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 A Yes, sir.

2 Q Now, in beginning your appraisal process, how did you
3 approach it? What did you go about doing?

4 A Well, the first thing you have to do is consider what you
5 feel like the highest and best use of the property is on a before
6 basis and then take into consideration what's being taken and if
7 there are any damages to the remainder land, that sort of thing.

8 Q What did you -- did you consult any other sources in your
9 analysis, documents, realtors, developers, and so forth?

10 A Yes, sir. I talked to a number of various developers in the
11 area and based on what I perceived as their perceptions and my
12 own perceptions, I felt like that there was damage to the
13 remainder as well as the actual taking of the right-of-way itself
14 and severances.

15 Q Now, what did you determine to be the fair market value of
16 the entire tract before the taking?

17 A It was at approximately \$56,000 an acre or \$4,126,000.

18 Q Okay. Now, in your analysis of damages have you used more
19 than one approach?

20 A Yes, sir.

21 Q Tell me what those approaches are.

22 A Well, as I mentioned, first you need to determine what the
23 actual value of the take was and what is actually taken. Then
24 after you determine that value, you've got to go back and look
25 and see if there is any damage to the remainder.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 And in estimating the damage to the remainder, what I've
2 done is try to -- two different methods. You can either take and
3 say, "Okay, here's the value of the remainder and it would be
4 damaged x amount percent." Or what I elected to do in this
5 particular case was to try to remedy some of the damage by
6 putting in a buffer zone or establishing a buffer zone between
7 the pipeline and the rest of the property to be developed. So,
8 there are really two methods, but I decided on the buffer zone
9 method which I thought was---

10 Q Now, the first method, overall diminution in value, what
11 elements would go into that estimate?

12 A Well, you've got to determine what you perceive the market
13 would show as a reduction in value because this right-of-way is
14 there. The problems that a developer would typically have was --
15 I think you folks have talked about it previously -- is what --
16 how you get utilities in there, who's controlling that situation.
17 I think a typical developer would worry greatly about how he
18 could get the required utilities in there to develop it when the
19 purse string so-to-speak is being held by Piedmont Natural Gas to
20 tell them whether they can cross the line, and how they can cross
21 it, and that sort of thing. So, you have to look at those items
22 and how a developer would assess those and a result, would he pay
23 more or less for the property, assuming those challenges exist.

24 Q What about the fear or stigma of a pipeline with this sign
25 being on it? How would that impact it from a developer's

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 standpoint?

2 A Well, if you go immediately into the subdivision and cross
3 the bridge and you look to your left and you see the big caution
4 sign, I think that would certainly have a negative impact on the
5 marketability of the property, be it for the developer buying it
6 as a whole or if it's developed with the lots and people that
7 were buying homes there.

8 Q So, using the general damage methodology, what did you
9 determine would be the value -- the diminution in value -- all
10 things for the take?

11 MR. CHAMBERS: Your Honor, I'm going to object at this
12 point. One is on the -- I have to object on the record on the
13 same basis as was set out in our Motion in Limine, for the same
14 reason that I set out in our Motion in Limine basically. There's
15 no reliable foundation for opinion as to diminution in value or
16 the -- his opinion as to diminution in value caused by fear or
17 stigma because of proximity pursuant to Rule 702 because of the
18 -- any probative value is outweighed by the danger of unfair
19 prejudice pursuant to Rule 403, South Carolina Rules of Evidence.
20 I would like to incorporate by reference here all of my written
21 arguments that are in my Motion in Limine.

22 And also to the extent that he's proposing to testify to an
23 opinion different than what -- different than the buffer zone
24 opinion, I object to that as not being previously disclosed.

25 BY THE COURT: Well, has his testimony gone into whether it's

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 a buffer zone or some other---

2 MR. WARD: Yes, sir. He asked him on deposition. It's in my
3 Brief. He asked Mr. Owen what his estimated percentage of
4 diminution in value was to the remainder, and he gave him an
5 answer. Then, at the time -- it's in the record -- 15 percent.
6 I don't think he's going to testify that high today. He's
7 already asked the question of---

8 MR. CHAMBERS: Now, Your Honor, now, we can go to the actual
9 deposition itself, but I believe he testified that he didn't use
10 that type of analysis, that he just went with the buffer zone
11 analysis; he didn't do a damage to the entire property analysis.
12 So, basically -- and I can find that in here but it's --
13 basically, he said he did not---

14 BY THE COURT: Let me ask, Mr. Ward, do you anticipate Mr.
15 Owen's answer to be consistent with the analysis given in his
16 deposition?

17 MR. WARD: Yes, sir.

18 BY THE COURT: All right. Then I'm going to overrule the
19 objection on the damage to what he calls the buffer zone. First,
20 I think he has experience, and it's within his area of expertise.
21 Secondly, I think it is a novel issue apparently in the state of
22 South Carolina, and I want the record to be built for appeal
23 purposes. And third, I think his testimony would be more viewed
24 as to the weight the Court is inclined to give it as opposed to
25 initial admissibility. So, for those reasons, you may continue.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 Mr. Chambers, you're protected on the record.

2 MR. CHAMBERS: I just want to make sure it's said. I'm also
3 objecting for surprise for a new theory that I heard about today.

4 BY THE COURT: That was my question to Mr. Ward.

5 MR. WARD: He asked the question of him on deposition about
6 percentage of diminution in value. He never followed up on it.

7 BY THE COURT: All right. Go ahead and then, Mr. Chambers,
8 you can make whatever objection you need to make.

9 MR. WARD: But I want to also say that I was not there
10 because I became violently ill and left the deposition but that's
11 irrelevant.

12 BY THE COURT: All right. Go ahead, Mr. Chambers.

13 MR. WARD: But he was asked the question, and he can
14 testify.

15 **CONTINUED DIRECT EXAMINATION BY MR. WARD:**

16 Q Now, again, I would ask you, did you have -- form an opinion
17 as to overall damages, diminution in value of the remainder?

18 A My estimate was anywhere from 10 to 15 percent.

19 Q That was at deposition?

20 A That's correct.

21 Q Have you reviewed that since then?

22 A Yes, sir.

23 Q And what is your opinion today?

24 A It's probably slightly less than that.

25 Q Okay. What would you say would be a percentage of

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 diminution in value to the remainder?

2 A More like 6 to 10 percent.

3 Q If you use the 6 percent figure, what number would you come
4 up with in the total damages?

5 A Basically the same as what we did for the buffer analysis.

6 Q What would that be, sir?

7 A The actual dollar amount?

8 Q Yes, sir.

9 A It's \$414,750.

10 Q And using the buffer zone analysis, what did you come up
11 with as an estimate of damages?

12 A The \$414,750 (sic) is---

13 Q A \$3,000 difference?

14 A Yeah, something like that.

15 Q Would you accept today the number that you originally
16 testified to at 414 as the correct estimate of damages?

17 A Yes, sir.

18 Q Using either approach, you come up with virtually the same
19 figure?

20 A Yes, sir.

21 Q Okay. Now, there's been some talk about buffer zone and not
22 -- there would be no basis for that. Have you had an occasion to
23 look at any subdivision in Greenville County where the buffer
24 zone was used -- employed for purposes of remunerating damages?

25 A Yes, sir.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 Q What was that?

2 A There's -- the name of the subdivision escapes me.

3 Q The Townes at River Farms?

4 A That's right. That particular subdivision has a gas line
5 through it.

6 Q What is the longevity---

7 MR. CHAMBERS: Objection, Your Honor, again on -- this is --
8 he was asked these questions in deposition, and I believe he
9 testified that he didn't -- he had not looked at anything that
10 had to do with natural gas pipelines. So, again, it's surprise
11 here today at trial.

12 BY THE COURT: Was he asked that question at deposition?

13 MR. WARD: No, sir but they produced documents from their
14 witness' file after that fact, and that's what I'm referring to,
15 what their witness produced.

16 BY THE COURT: Was Mr. Owen's answer then updated or
17 supplemented?

18 MR. WARD: Because I asked him -- I subpoenaed the documents
19 and they then produced them and they come from his client's file.

20 MR. CHAMBERS: I mean, they responded to the subpoena. I
21 mean, I didn't have any to produce. They came from the appraiser.

22 BY THE COURT: All right. I'm going to overrule the
23 objection. Go ahead.

24 CONTINUED DIRECT EXAMINATION BY MR. WARD:

25 Q Go ahead now.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 MR. WARD: I put in the record, Your Honor, I obtained these
2 documents from their appraiser's file about -- and I've asked Mr.
3 Owen now is he aware of any subdivision where the buffer zone
4 concept was considered.

5 A At that particular one, it appears that what they've done
6 there is separated the gas line with a road, and they have built,
7 according to the plats, they have built the houses on one side of
8 the road and left the other side of the road vacant where the gas
9 line basically is. So, in effect---

10 Q Is that gas line adjacent to a larger Duke Power line?

11 A Yes, it is.

12 Q And they built the road between the gas line and any
13 residences?

14 A That's correct.

15 Q What difference does that make as far as from a developer's
16 standpoint to have a road with houses only on one side?

17 A Well, then you have a single loaded street which is pretty
18 expensive to do. Most of the time you like to load them on both
19 sides. And that reduces the overall cost of developing the
20 street and developing the subdivision. So, when you go in and
21 put one in like that and you only have houses on one side, it's
22 kind of a double indemnity there. It's costing you twice as
23 much.

24 Q What is the average cost to put in a road with utilities:
25 water, sewer and so forth?

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 A Depending upon the topography and a number of other factors,
2 but it could run anywhere from \$400 to \$500 a linear foot.

3 Q So, if you were to divide the houses on both sides, what's
4 the cost differential in shifting it all to one side?

5 A \$200 a foot.

6 Q More?

7 A Yes, sir, more.

8 Q What is the approximate length of that right-of-way through
9 the subdivision in question?

10 A I don't remember exactly, maybe 1,500.

11 Q Assuming that -- 1,500 feet times 200, how much does that
12 add to the developer's costs?

13 A \$300,000.

14 Q So, today, sir, what would you say would be the fair market
15 value of the tract in its entirety before the taking?

16 A \$4,126,000.

17 Q And what would be the damages that you estimate for the
18 entire take, all things considered?

19 A The total just compensation?

20 Q Yes, sir.

21 A \$414,750.

22 Q \$414,750?

23 A Yes, sir.

24 Q And that number is consistent with your original estimate?

25 A Yes, sir.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 Q Okay. What is the fair market value of the remainder?

2 A \$3,950,676.

3 Q Okay. Question for you, sir, we proffered some exhibits of
4 plats on this right-of-way of other signs. Have you personally
5 gone out to look to see whether caution signs are on this
6 property, on this tract, on the right-of-way?

7 A On the subject?

8 Q Yes, sir, not just the subject but all of the other tracts
9 to which this right-of-way runs?

10 A Well, not all of them but four or five of them. Yes.

11 Q What tracts did you look at yesterday?

12 A Well, I looked at all of the ones that you basically had
13 photographs of.

14 Q Did you look at the David Taylor property?

15 A Yes, sir.

16 Q You did the appraisal on that, didn't you?

17 A Yes, sir.

18 Q And that was settled?

19 A Yes, sir.

20 Q Is that caution sign still on the Taylor property?

21 A Yes, sir.

22 Q It is today?

23 A Yes, sir.

24 Q Across the street is the Creel property. Did you look at
25 that?

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 A Yes, sir.

2 Q Yesterday?

3 A Yes, sir.

4 Q Is that sign still there?

5 A Yes, sir.

6 Q Going on down to the Huskey property, did you look at that
7 yesterday?

8 A Yes, sir.

9 Q Is that caution sign still there?

10 A Yes, sir.

11 Q Did anyone ever get with you at any time they were going to
12 take that sign down on the subject property?

13 A No, sir.

14 Q They took your deposition a month after you visited the
15 property, correct?

16 A That's correct.

17 Q I believe they took your deposition in March of 2015?

18 A Yes, sir.

19 Q They did not tell you then that they had taken down the
20 sign, did they?

21 A No, sir.

22 MR. WARD: No further questions.

23 BY THE COURT: All right. Mr. Chambers.

24 MR. CHAMBERS: Thank you.

25 CROSS-EXAMINATION BY MR. CHAMBERS:

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 Q Mr. Owen, I believe you testified on direct examination that
2 you spoke to a number of developers concerning this issue?

3 A Yes, sir.

4 Q But that wasn't -- you previously testified, however, that
5 you had talked to one developer; is that correct?

6 A That's correct.

7 Q And that was when you testified in your deposition that was
8 taken on March 5, 2015, correct?

9 A Yes, sir.

10 Q So, why didn't you mention that you talked to more than one
11 developer at that time?

12 A Because I hadn't at that point in time.

13 Q So, then you're -- it's your testimony then that you talked
14 to more developers after your deposition?

15 A That's correct.

16 Q I believe you testified also on direct examination that you
17 had -- you did consider the approach or -- damage to the
18 remainder by looking at the diminution in value to the entire
19 parcel; is that correct?

20 A Yes.

21 Q And again that was not your previous testimony in your
22 deposition, was it?

23 A Well, I'm not sure if that's correct or not. That is not
24 the methodology that I used.

25 Q Pardon me? I'm sorry.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 A That is not the methodology that I elected to use.

2 Q So, in coming---

3 A It's not -- it doesn't mean I didn't consider it.

4 Q So, let's make sure I understand your direct examination.

5 testimony then, it's your testimony that you have not used the

6 methodology to value the property -- value the entire property --

7 pardon me, strike that, please. You've not used the methodology

8 of value of damages as a percentage to the entire property but

9 instead have done the buffer zone methodology?

10 A Yes. That's what I did.

11 Q So, your testimony as to lowering the value from 10 to 15

12 percent to 6 to 10 percent damage to the property, you did not do

13 that; is that correct?

14 A Did not do what? I don't understand.

15 Q You did not use that methodology in coming up with a damage

16 figure, correct?

17 A Not in the report, no.

18 Q I'm trying to get as to what your testimony is today.

19 A Okay.

20 Q So, is your testimony today that you used only -- or you're

21 relying only -- you're offering an opinion only as to the buffer

22 zone theory of damage?

23 A That is the theory that I utilized to assess the situation

24 you asked.

25 Q I want to make sure that you're not offering an opinion

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 today as to a percentage diminution to the remainder based on a
2 percentage of the entire value, correct?

3 A Like you said in the deposition, you asked me what I was
4 considering overall, I said about 15 percent.

5 Q Okay. But that---

6 A But as I got back to it and looked back at it, that's
7 probably too high based on the methodology that I used.

8 Q But to be clear -- maybe my question isn't clear -- I just
9 want to make sure I understand what opinion you're offering today
10 for damages to the remainder. Now, I'm aware of your buffer zone
11 theory of damages to the remainder.

12 A Right.

13 Q I believe we discussed that in your deposition. But are you
14 or are you not offering another opinion today as to damage to the
15 remainder based on a percentage damage to the entire remainder of
16 the property?

17 A You can look at the methodology that we used and apply it
18 and determine a percentage of damage to the overall property
19 which, yes, does seem to be in line.

20 Q Okay. But are you -- you are offering an opinion as to
21 diminution in value based on the percentage damage to the entire
22 property?

23 A Well, actually it's based on the buffer zone but, you know,
24 if you want to look at it that way, it is a percentage of the
25 whole.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 Q But again, your opinion of value today is based solely on
2 the buffer zone theory, correct?

3 A No.

4 Q What other opinion of value are you offering here today in
5 the trial?

6 A I am offering that you can look at it on an overall basis.
7 My opinion was to use the buffer theory. It came out less than
8 what would -- a 15 percent of the valuation would and as a
9 result, I felt like it was a better indication.

10 Q But are you also -- did you also look at it under the theory
11 of damage -- percentage damage to the entire remainder?

12 A Yes. I looked at it. Sure.

13 Q Okay. Again, you are also offering that today as an
14 alternate theory of damage to the remainder or not?

15 A No.

16 Q You are not offering that as your opinion today?

17 A But it could have been.

18 Q But you didn't is my point, right?

19 A I didn't exactly do it in the report, no.

20 Q I'm concerned about today.

21 A No.

22 Q Just to make sure so that -- make sure that what we're
23 dealing with as your opinion today.

24 A Okay.

25 Q Help me. You considered different approaches to valuing the

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 damage to the remainder, correct?

2 A That's correct.

3 Q You considered the buffer zone theory, correct?

4 A Yes.

5 Q And you considered the percentage damage to the whole
6 remainder; is that correct?

7 A That's correct.

8 Q But your opinion here today is based only on the buffer zone
9 theory, correct?

10 A It's based only on the buffer zone theory, but it's also --
11 it's because it falls within line of the overall damage also.

12 Q But you're not offering an opinion as to damage to the
13 overall property here today, correct?

14 A Other than what my number is which is a 6 percent number.

15 Q Okay. So, you are offering actually two theories today,
16 correct? I apologize for the confusion. I'm just kind of trying
17 to make sure I understand exactly what theories you're offering.
18 If you're offering two, I just need to know that.

19 A Well, we're using -- in this report and to determine the
20 damage, yes, I used the buffer zone.

21 Q Okay. I understand you used the buffer zone in the report.
22 You did not use anything about damage to the remainder of the
23 entire property as a percentage. You did not use that in your
24 report at all, did you?

25 A Not in the report.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 Q And even though you referenced that approach in your
2 deposition, you did not offer an opinion based on that in your
3 deposition, did you?

4 A Well, you asked me and I said about 15 percent.

5 Q But didn't you just -- again, you gave your deposition on --
6 is it your testimony today that you did offer two opinions of
7 value in your deposition, two different methods in arriving at an
8 opinion of value?

9 MR. WARD: Your Honor, I apologize if I'm out of order, but
10 he's asked this question 20 times and I've just waited---

11 MR. CHAMBERS: One is I'm asking about his deposition and,
12 two is I don't really think---

13 BY THE COURT: At your deposition, did you give an answer
14 that you felt there was up to 15 percent diminution in the value?

15 THE WITNESS: Yes, sir.

16 BY THE COURT: But today you're stating, if I understand
17 correct, that you are relying upon a buffer zone theory?

18 THE WITNESS: Yes, sir.

19 BY THE COURT: Does that clarify it?

20 MR. CHAMBERS: Well, not necessarily.

21 BY THE COURT: All right. You can ask him one more time, and
22 then we need to move on.

23 MR. CHAMBERS: Thank you, Your Honor.

24 Q You're offering your professional opinion today as a real
25 estate appraiser as to your opinion as to the damages to the

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 remainder of the property, correct?

2 A Yes, sir.

3 Q In your opinion today, the actual opinion that you're giving
4 to base your damage assessment on is based solely on your buffer
5 zone theory, correct?

6 A No.

7 Q So, what other theory are you offering today other than the
8 buffer zone theory?

9 A One more time, Your Honor, it's based on the buffer zone
10 theory; however, it falls within the parameters of what I would
11 consider to be logical and supportive in the overall scheme of
12 damage or the overall damage of the property. I don't know what
13 else to say.

14 Q During your deposition did you testify that you chose to do
15 it according to the buffer zone theory rather than the percentage
16 of damage, correct?

17 A Yes.

18 Q Is that still your testimony?

19 A Yes.

20 Q Now, you're not aware of any county ordinances that require
21 a buffer zone of any kind next to a natural gas pipeline, are
22 you?

23 A No, sir.

24 MR. WARD: Your Honor, that's irrelevant; can't prove a
25 negative.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1. BY THE COURT: Overruled.

2 Q Are you aware of any sort of state or federal regulations or
3 guidelines that require a buffer zone next to a natural gas
4 pipeline like you have suggested?

5 A No, sir.

6 Q And I believe you referenced earlier another subdivision.
7 You looked at some documents from that subdivision; is that
8 correct?

9 A Yes, sir.

10 Q What was the name of that subdivision?

11 A I don't recall the name of it off the top of my head. Fox-
12 something. I can't remember.

13 Q You testified to it earlier in direct examination, correct?

14 A Yes.

15 Q Was it Townes-something?

16 A Yes. That was it.

17 Q Okay. And you testified that there was also a Duke Power
18 power line there, an easement for that?

19 A Yes.

20 Q And do you know which was there first, the power line or the
21 natural gas pipeline easement?

22 A I rather suspect it was the Duke Power line, but I don't
23 know for certain.

24 Q In connection with this case and your appraisal in this
25 case, you've not reviewed or produced any studies that show, or

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 tend to show, or suggest that there is a public fear in this area
2 of being placed a natural gas pipeline (sic), have you?

3 A No, sir.

4 Q And you've not tried to review any sort of sales or anything
5 like that to try to quantify or show that people pay less for
6 property that's close to a natural gas pipeline, have you?

7 A No, sir.

8 Q Besides just the fear, you've not produced or reviewed any
9 sales or studies to show an adverse market impact caused by the
10 presence of a natural gas pipeline, correct?

11 A No, sir.

12 Q And you did not utilize any sort of market data or evidence
13 to support the buffer zone theory, did you?

14 A No, sir.

15 Q And you did not use any market data or evidence to try to
16 quantify the alternate approach you looked at for the percentage
17 damage to the remainder, did you?

18 A No, other than speaking with some developers and that sort
19 of thing.

20 Q Again, it's your testimony today that you spoke to more
21 developers after your deposition, correct?

22 A Yes, sir.

23 Q When I took your deposition back in March, I believe you had
24 -- it was your testimony, correct, that you had spoken to one
25 developer, correct?

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 A Yes, sir.

2 Q But you never spoke to this developer about a natural gas
3 pipeline, did you?

4 A No, sir. I didn't speak to a specific location, no.

5 Q And you basically spoke to him about flood plain issues in
6 buffer zones, correct?

7 A That sort of thing, yes.

8 Q So, at the time your actual appraisal was done that was the
9 only individual or developer you talked to concerning this issue?

10 A Yes.

11 Q Other than discussing this with some developers, you don't
12 have any other objective criteria to base your opinion of damage
13 to the remainder of the property, correct?

14 A No, sir.

15 Q And you don't have any -- you have not done any comparable
16 sales analysis or reviews to support your theory of damages to
17 the remainder, correct?

18 A No, sir. There's really nothing to compare to this piece of
19 property.

20 Q And you didn't use any sort of sales comparison approach,
21 correct?

22 A Only to estimate the value before.

23 Q Pardon me?

24 A To estimate the value before, yes, we compared it.

25 Q But you didn't -- I apologize -- but you didn't use any

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 sales comparison approach to estimate the damage to the
2 remainder, correct?

3 A No, sir.

4 Q And you haven't been to any seminars or courses and taught
5 this approach to estimating damages to the remainder, have you?

6 A No, sir.

7 Q And you've not seen this particular method of estimating
8 damages to the remainder in any appraisal journals, have you?

9 A No, sir.

10 Q Now, you're aware of a technique called compared sales
11 analysis?

12 A Yes, sir.

13 Q And tell the Court what is that. What kind of -- what does
14 that mean in the context of an appraisal technique?

15 A That is used to justify adjustments in the sales comparison
16 process.

17 Q Could you briefly give us an example of how that would work?

18 A If you were looking at two houses and one of them had a
19 double garage and the other one didn't, and everything else was
20 the same, and the double garage sold for \$2,000 more, then you
21 could assume that the market would pay \$2,000 for a garage or
22 that was a contributory value.

23 Q You did not try to utilize any compared sales analysis
24 approach?

25 A There's nothing to compare to this property. No, sir.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 Q But again -- so your answer is no, you did not try a
2 compared sales analysis, correct?

3 A No.

4 Q What is the acronym USPAP stand for?

5 A Uniform Standards of Professional Appraisal Practice.

6 Q And that's something you subscribe to as an appraiser,
7 correct?

8 A Yes, sir.

9 Q Are you aware of any support in USPAP materials for
10 estimating damages to the remainder as you've done in this case?

11 A No, sir.

12 Q Are you aware if this approach or appraisal technique for
13 estimating damages to the remainder has been subjected to any
14 peer review?

15 A Don't know.

16 Q You've not checked on that, though, correct?

17 A No, sir.

18 Q You're not aware of this appraisal technique for estimating
19 damages to the remainder being taught by any instructor of
20 appraisal techniques, are you?

21 A I don't know.

22 Q In fact, this particular technique for -- that you've
23 utilized in this case to estimate damages to the remainder, in
24 fact, that's not a principle that you've seen in any appraisal
25 literature, is it?

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 A I don't recall.

2 Q I believe you testified earlier as to some issues about the
3 sign on the property, correct?

4 A Yes, sir.

5 Q All of these things I've just gone over, about the type of
6 things that you would use in your approach or where this approach
7 came from, have you done any of those kind of studies or anything
8 like that or survey to see if a sign of this sort would have an
9 effect or cause damage to the remainder such as you've testified
10 to?

11 A No studies, no, sir.

12 Q So, you don't really have any market data or evidence to
13 support any theory or opinion of yours that signs themselves
14 cause a loss of value or damage to the remainder?

15 A Other than just general opinion, no.

16 Q But that's your opinion that it---

17 A Well that and obviously some other people in this courtroom.

18 Q You're the real estate -- you're the appraisal expert,
19 correct?

20 A That's correct.

21 Q So, you don't have though -- again, your -- you don't have
22 any market data, or evidence, or survey, or anything to support
23 the theory that the signs contribute to a loss of value, correct?

24 A Other than speaking -- like I say, speaking with some other
25 developers.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 Q Again, you've not seen that approach or anything in any sort
2 of appraisal literature as supporting a theory or opinion on loss
3 of value, correct?

4 A No, sir.

5 Q Would you agree that this is a unique approach to estimating
6 damage to the remainder?

7 A It's not a unique approach as far as someone who would be
8 purchasing the property.

9 Q I'm sorry, I'm talking about an approach as -- from your
10 approach as an appraiser using appraisal techniques, would you
11 agree that this is a unique appraiser approach that you are
12 taking?

13 A I'm not so sure that's true.

14 Q So, what other instances are you aware of where this
15 approach has been used?

16 A I can't tell you that. I don't know.

17 Q So, you don't actually know of any other instances where
18 this approach has been used?

19 A No, sir.

20 MR. CHAMBERS: Bear with me one minute, Your Honor.

21 Q Again, I believe you also -- the only thing that you relied
22 on in trying to show that there is any sort of a negative
23 perception in the marketplace is the 15-page printout from
24 Wikipedia, correct?

25 A That was -- yeah. I put that in the back. Sure.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 Q At the time you did your appraisal, the appraisal report,
2 that was the only thing you had to support any kind of claim that
3 there was a negative perception in the market?

4 A Yes, sir.

5 Q Also, at that time basically this was based on your theory
6 of, one, there is a negative perception and, two, that it affects
7 value, that is based on -- actually, your own subjective opinion,
8 correct?

9 A That and of other developers, yes.

10 Q Okay. But at the time you did your report, it was your own
11 subjective---

12 A Well---

13 MR. WARD: Your Honor, I don't think he used the word
14 "subjective."

15 MR. CHAMBERS: I would ask him for his subjective opinion.

16 BY THE COURT: All right.

17 A Repeat, please.

18 Q At the time you did your appraisal report, your opinion of
19 value based on the buffer zone theory was based on your own
20 subjective opinion as to negative conception in the amount of
21 damage, correct?

22 A Yes. After speaking with other folks, yes.

23 MR. CHAMBERS: Your Honor, that's all the questions I have,
24 but I would for the record, based on his testimony, renew our
25 objection to his testimony and ask it be stricken because he's

ROGER BRUCE OWEN--REDIRECT BY MR. WARD

1 not laid the proper foundation, showing that his opinion is
2 reliable.

3 BY THE COURT: All right. Again, I'm overruling the
4 objection, but you're protected on the record.

5 MR. CHAMBERS: Thank you, Your Honor.

6 MR. WARD: A couple things quick---

7 BY THE COURT: Well, let me see if any of these other fine
8 lawyers have any questions. Mr. McKee?

9 MR. MCKEE: Nothing, Your Honor.

10 MS. WOODY: No, sir, Your Honor. Thank you.

11 MR. WILE: I have no questions, Your Honor.

12 BY THE COURT: All right. Back to you, Mr. Ward.

13 **REDIRECT EXAMINATION BY MR. WARD:**

14 Q Mr. Owen, counsel referred to the comparable sales approach
15 as a method of analyzing damages or value. Would that
16 methodology have any application in this instance?

17 A I'm not sure I understand your question.

18 Q How would you find -- did you ever find any example where a
19 developer or property was sold -- a pipeline put in and then sold
20 to a developer thereafter?

21 A No. There are no comps.

22 Q There are no comparable sales?

23 A No, sir.

24 Q So, to say two houses may have sold under varying
25 circumstances isn't necessarily valid in this instance?

ROGER BRUCE OWEN--REDIRECT BY MR. WARD

1 A And not necessarily in trying to value the property
2 beforehand in terms of what a developer would pay or not pay.

3 Q Thank you. No further questions.

4 BY THE COURT: All right. Thank you, sir. You can step
5 down.

6 (witness excused)

7 BY THE COURT: How many more witnesses, Mr. Ward?

8 MR. WARD: I think that -- well, one more, I think.

9 MS. CULBERTSON: I think if we could take a two-minute
10 break, I'll consult with all of the family and make sure---

11 BY THE COURT: I might even give you a ten-minute break.

12 MS. CULBERTSON: I would take ten if you wanted to do that.

13 BY THE COURT: Mr. Chambers, how many witnesses are you going
14 to have?

15 MR. CHAMBERS: I have one more witness.

16 BY THE COURT: That's Mr. Haskell?

17 MR. CHAMBERS: Yes, Your Honor.

18 BY THE COURT: All right. Why don't we take -- we'll start
19 back at 11:30, and I have every intention and desire to finish up
20 with all of the witnesses and send y'all back to doing whatever
21 you need to do outside the courtroom.

22 MS. CULBERTSON: Thank you, Judge.

23 BY THE COURT: Thank you.

24 MR. CHAMBERS: Thank you.

25 (Whereupon, a recess was taken at 11:15 a.m. and the case resumed

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 at 11:30 a.m.)

2 BY THE COURT: All right. You can call your next witness.

3 MS. CULBERTSON: Your Honor, the landowners don't have any
4 further witnesses.

5 MR. WARD: We rest, Your Honor.

6 BY THE COURT: Okay. Any witnesses, Mr. McKee?

7 MR. MCKEE: None, Your Honor.

8 BY THE COURT: Ms. Woody?

9 MS. WOODY: No, sir.

10 BY THE COURT: Mr. Wile?

11 MR. WILE: No, Your Honor.

12 BY THE COURT: All right. Back to you, Mr. Chambers.

13 MR. CHAMBERS: Thank you, Your Honor. The Condemnor calls
14 Corbin Haskell.

15 HARRISON CORBIN HASKELL, BEING FIRST DULY SWORN, TESTIFIED
16 AS FOLLOWS:

17 BY THE COURT: Thank you. Come around and have a seat,
18 please, sir. (complies)

19 If you'll state your full name, please, sir.

20 THE WITNESS: Harrison Corbin Haskell.

21 BY THE COURT: All right.

22 DIRECT EXAMINATION BY MR. CHAMBERS:

23 Q Corbin, where do you work?

24 A I work at Valbridge Property Advisors, Robinson Company here
25 in Greenville.

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 Q And how long have you worked there?

2 A I've been there since 1981.

3 Q And what is it that you do there?

4 A I am a real estate appraiser.

5 Q Do you hold any designations or any sort of ranks as an
6 appraiser?

7 A Yes. I have an MAI designation, was awarded that in 1991.

8 Q Who awards that designation?

9 A The Appraisal Institute.

10 Q Is there any other higher designation than MAI?

11 A No, sir.

12 Q How long have you been appraising properties in general?

13 A '81, which would be 34 years, I believe.

14 Q And do you have any estimate as to approximately how many
15 appraisals you've done?

16 A No, sir, a lot.

17 Q Okay. And where did you graduate college?

18 A I graduated from The Citadel in 1978.

19 Q And have you had experience in doing appraisals in
20 connection with eminent domain condemnation actions?

21 A Yes, sir, I have.

22 Q How long have you been doing that kind of work?

23 A Primarily, since I received my designation in '91.

24 Q And have you been accepted to give testimony as an expert
25 witness in real estate appraisals in courts in South Carolina?

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 A Yes, sir, I have.

2 Q Did you ever -- has the court ever refused to qualify you as
3 an expert witness in real estate appraisals in South Carolina?

4 A No, sir.

5 MR. CHAMBERS: Your Honor, pursuant to Rule 702 I would offer
6 Corbin Haskell as a qualified---

7 BY THE COURT: Any voir dire by any of the attorneys?

8 MR. WARD: No, Your Honor, subject to cross-examination.

9 BY THE COURT: All right. Thank you. I find him qualified.

10 Q Very briefly, if you would, kind of describe what the
11 appraisal process entails.

12 A On the subject property, we went and inspected the property;
13 effective date of our appraisal is March 30, 2012. We performed
14 the Highest and Best Use Analysis, determined that the highest
15 and best use of the property was future residential development.
16 Then we performed a sales comparison approach, used comparable
17 sales, compared them to the subject property and arrived at an
18 indicated value: \$55,000 per acre prior to the acquisition of
19 the Piedmont Natural Gas right-of-way.

20 Q And I believe you stated -- well -- so, you found -- is it
21 your testimony that the value of the subject property, underlying
22 property, is \$55,000 an acre?

23 A That's correct.

24 Q Are you aware of or have you heard of Mr. Owen's appraisal
25 of the underlying property?

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 A I heard his testimony today. It was \$56,000 per acre.

2 MR. WARD: Your Honor, I apologize for objecting, but we are
3 going to get into vouching one witness against another. That's
4 just---

5 MR. CHAMBERS: I've not done that yet.

6 BY THE COURT: I don't anticipate that.

7 Q Do you recall is there any difference that you know of
8 between your highest and best use finding and Mr. Owen's?

9 A No, sir. They're similar.

10 Q Does it appear in your experience that y'all's opinion of
11 value as to the underlying property is fairly close?

12 A Yes, sir. It's very reasonable.

13 Q So, what else -- what did you do next in approaching this
14 property?

15 A The next process in the appraisal was to analyze the
16 acquisition area of the new right-of-way and then how it affects
17 the property after. When we looked at the right-of-way, it
18 crossed Rock Road at the northern base boundary. There is a
19 small amount of property on the left side. Most of the right-of-
20 way is on the east side of the property. It roughly parallels
21 the subject's northern boundary. There is a small portion,
22 triangular portion, which was remaining north of the right-of-way
23 and then a small strip on the north side of the right-of-way,
24 between the right-of-way and northern property line, that was
25 remaining.

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 Our analysis was to estimate the value of the taking and
2 then any damages or benefits that may accrue to the remainder
3 after the acquisition of the right-of-way.

4 Q How did you go about doing that?

5 A Well, as far as the right-of-way is concerned, we applied
6 the same value to the area within the right-of-way, about \$55,000
7 per acre. The right-of-way's easement is not a fee simple
8 acquisition. So, we -- there are some rights that remain to the
9 property owner. We damaged that -- actually, we -- the
10 acquisition is based on 95 percent of the value. We felt that 5
11 percent of the value would remain with the property owner just
12 for the rights that they have remaining to use that right-of-way.

13 We also -- the area in the right-of-way contains 2.515
14 acres. We found the area which on the drawing is highlighted in
15 green pretty much was an uneconomic remainder which means we felt
16 that the property north of the right-of-way and south of the
17 property line had very little utility because of its width. We
18 didn't feel that the property owner really had much utility of
19 that. So, that area included .747 acres based on our
20 calculations. We also acquired that based on 95 percent of
21 \$55,000.

22 So, applying the acquisition, \$55,000, on the acquisition
23 area was \$134,409, and then the uneconomic remainder north of the
24 7.47 (sic) acres was another 39,031 acres (sic).

25 Our next step was to analyze to see if there were any

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 improvements located within the right-of-way. There was a timber
2 value provided to us. By the time we inspected the property the
3 timber had been harvested. We were supplied a number of \$1,786
4 in timber value. So, the value of the acquisition in the right-
5 of-way, the uneconomic remainder, and the timber accrued --
6 \$172,226 which is our estimation of the value for the
7 acquisition.

8 Q Again, you added -- to make sure I understand -- you took
9 the -- you valued the property within the easement at 95 percent,
10 correct?

11 A That's correct.

12 Q And then you valued the parts north of the easement at 95
13 percent, correct?

14 A That's correct.

15 Q You added an amount for timber?

16 A That's correct.

17 Q What figure did you get again?

18 A Oh, we were supplied a figure of \$1,786 for timber value.

19 Q Okay. Then did that make up your opinion as to the fair
20 market value for the property taken?

21 A That's correct.

22 Q Again, did you testify earlier as to the date of your
23 appraisal?

24 A That's correct. We inspected March 30, 2012.

25 BY THE COURT: I'm sorry, Mr. Haskell, what again was the

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 total number you just gave?

2 THE WITNESS: \$172,226 which we rounded to \$172,200 in our
3 appraisal.

4 BY THE COURT: So, you rounded it down?

5 THE WITNESS: Yes, sir. We rounded that down \$26.

6 BY THE COURT: Okay. Thank you.

7 Q To back up a little bit, to make sure he testified, what was
8 the date of your valuation?

9 A It was March 30, 2012 which was the date of our inspection.

10 Q Are you aware of anything or any reason that your valuation
11 would change between March 30, 2012 and June 22, 2012?

12 A No, sir. I'm not aware of any.

13 Q So, as far as you know, if you were valuing as of June 22,
14 2012, your valuation would be the same?

15 A That's correct. We didn't apply any appreciation on our
16 sales due to the market conditions, and market conditions
17 adjustment would not apply for the additional months.

18 Q Kind of backing up a little bit as to how you arrived at
19 these -- your opinion, did you -- what activities did you
20 actually undertake to arrive at your opinion and your conclusion?

21 A Based on the highest and best use of the property, we felt
22 that it was a -- had potential for a residential subdivision.
23 So, we researched the area for other similar sales, land that was
24 purchased for some type of residential use. I have a subdivision.
25 I believe one of our sales was also a large estate sale, and

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 adjusted those in the market approach to the subject for location
2 and size primarily to arrive at our indicated value of \$55,000
3 per acre.

4 Q What approach to value did you use?

5 A That would be the sales comparison approach.

6 Q As part of your investigation for your appraisal, did you
7 actually visit the property?

8 A I'm sorry?

9 Q Did you visit the property?

10 A Yes, sir; on the date of the appraisal, March 30.

11 Q All right. Did you notice any improvements or any
12 structures on the property?

13 A No, sir. You talking about on the larger parcel?

14 Q Yes. I'm talking -- first, describe the larger parcel.

15 A Well, the larger parcel did -- it was -- I did have a couple
16 of houses that are kind of south on Rock Road, kind of toward the
17 southern end of it based on the aerials. I think -- well, this
18 doesn't show it -- based on my aerials, the houses would be --
19 they're more than half way down. So, they would probably be
20 somewhere in this location right here.

21 Q You're talking about "half way down," are you referring to
22 -- or pointing half way down Rock Road on the property?

23 A Yes, sir, half way down Rock Road from the bridge area.

24 Q Based on your observations, I want you to look then, you're
25 referring to Plaintiff's Exhibit No. 2, a tax map, I believe it

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 is, you notice on here there is a green mark there in the
2 interior of the parcel. Do you see that there?

3 A Yes, sir.

4 Q Would you say that the houses were farther down Rock Road
5 than the green mark to the best of your recollection?

6 A Yes, sir. I would say they're further south based on the
7 aerial photos. They're more than half way down Rock Road.

8 Q And during your appraisal, did you find any loss of damages
9 -- excuse me -- any damages or depreciation or what have you to
10 the houses on the property based on this easement and pipeline?

11 A No, sir. Based on the highest and best use of the property,
12 the houses basically didn't have any measurable contributory
13 value. If someone were to purchase the acreage tract at the
14 value indicated, the houses would probably be raised for future
15 development.

16 Q So, any value of the improvements on the property that did
17 not enter into your estimation of value?

18 A No, sir, didn't feel they had any contributory value based
19 on the highest and best use.

20 Q To make sure then -- now, so based on your experience, your
21 work on the project and the investigation of the analysis you
22 described, then -- just to make sure I understand it -- what
23 would be your opinion, with a reasonable degree of certainty, as
24 to the fair market value or just compensation for the property
25 taken?

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 A \$172,200.

2 Q And other than those properties that are -- let me back up.

3 In all of the steps you've taken and the things you've referred
4 to, have they been set forth in any sort of written summary or
5 report?

6 A Yes, sir, they have.

7 Q What do you call that report?

8 A Well, in our industry we refer it to as a narrative report.
9 It's a summary report setting forth the before and after values
10 for the subject property.

11 Q And again, with that report that you prepared, does that
12 actually just pretty much set out the steps you took and the
13 conclusions that you came to just as you've testified to?

14 A Yes, sir.

15 MR. WARD: Your Honor, that is rank hearsay. He can't -- he
16 can testify to anything he wants to, but he can't put in a
17 written document he prepared in advance. That is rank hearsay.
18 I can't cross-examine a document.

19 BY THE COURT: What are your -- what's the proposal?

20 MR. CHAMBERS: To put in this summary real estate appraisal
21 which is the standard appraisal which---

22 MR. WARD: Rank hearsay.

23 MR. CHAMBERS: He testified, I believe -- an expert can rely
24 on hearsay. I don't know what he's referring to is hearsay in
25 there. He's here to testify and as he just testified to, this is

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 a summary of his testimony.

2 BY THE COURT: Why is his report not admissible?

3 MR. WARD: Because it's hearsay, Your Honor. It's not -- he
4 wrote down things in advance, and he is going to offer his -- his
5 testimony here, something he wrote down in the past. That is a
6 classic case of hearsay. It is not something someone else said
7 which we couldn't introduce anyway. If it were a report by
8 someone else, we certainly couldn't introduce it. He's here to
9 testify. If what he says is true, I could have had all of my
10 witnesses prepare a summary of their testimony and introduce it.
11 That's just the rankest kind of hearsay. If the Court wants to
12 let it in, I---

13 BY THE COURT: I've been wrong before, Mr. Ward. I'm going
14 to allow it in.

15 MR. WARD: Thank you, sir.

16 Q Corbin, I'm going to hand you a sheet of documents there and
17 ask if you can review that and if you recognize that as your
18 Summary of Real Estate Appraisal report that we just referred to?

19 A Yes, sir. This is a document we prepared, effective date
20 March 30, 2012.

21 Q Again, is that -- appear to be an accurate summary of the
22 investigation you undertook and the conclusions you reached in
23 this case?

24 A Yes, sir.

25 MR. CHAMBERS: Your Honor, we would offer this into evidence

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 as Condemnor's next exhibit.

2 BY THE COURT: All right. Subject to Mr. Ward's objection.

3 And, again, I'm not necessarily allowing it or admitting it for
4 the truth of the matter asserted but, just as an appraisal report.

5 (Summary of Real Estate Appraisal of H. Corbin Haskell

6 entered into evidence as Plaintiff's Exhibit No. 3)

7 Q Now, other than the 0.747 acres north of the easement that
8 you testified to earlier, in your process did you find or have an
9 opinion as to any other damages or loss of value to the remainder
10 of the property?

11 A No, sir. Based on our investigation and analysis, we did
12 not find that there was any damage to the remainder of the
13 property as a result of the Piedmont Natural Gas right-of-way.

14 Q Now, I'm asking you questions about your initial appraisal.
15 You did not submit -- your testimony is then that you did not
16 find any at that time, correct?

17 A No, sir. We did not.

18 Q Did you later perform any studies or analyses to determine
19 if there could be any loss of value to the remainder because of
20 the installation of a natural gas pipeline?

21 A Yes. We were asked to do some additional research to
22 substantiate our conclusion.

23 Q And what did you do?

24 A We basically did a phone interview. We talked to two
25 developers, one gentleman that purchases raw land and sells it to

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 developers. We also talked to a developer, a residential
2 developer, and asked them how they felt the presence of a natural
3 gas right-of-way would affect value. And both pretty much
4 replied similarly in that the presence of that natural gas right-
5 of-way in itself does not affect---

6 MR. WARD: Your Honor, may I interpose an objection? He
7 cannot testify to what somebody else said.

8 BY THE COURT: I sustain the objection.

9 Q Based on your conversation -- I'm not asking you to repeat
10 any of the conversation -- did you reach a conclusion as to the
11 issue of whether there's any loss of value due to fear or stigma
12 due to proximity to a natural gas line?

13 A No, sir. There is not. It's our opinion that the presence
14 of a natural gas right-of-way is not, in itself, a damage to a
15 property. It's our opinion that it's more the location of the
16 natural gas right-of-way that may or may not affect value. It's
17 our opinion that of the subject property, the fact that it runs
18 along this northern property line right here really doesn't
19 affect the development potential down here. We damaged any area
20 north of this property. We basically have compensated for this.
21 But it's our opinion that the right-of-way perhaps came through
22 this property like this at some angle that caused some additional
23 development costs, but that may be an issue, but due to the
24 location of this right-of-way, it's my opinion that it doesn't
25 have any measurable effect to the remainder.

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 Q Just so the record can reflect what you were pointing to,
2 when you said it went through like this, were you pointing
3 towards more of the middle of the parent tract?

4 A Yes, sir. I was pointing to the middle as an example of
5 what may have a value affect on the property.

6 MR. WARD: Your Honor, I apologize for interjecting. We're
7 getting off into what may have been in a different time and
8 location is just totally irrelevant, and it just gums up the
9 record if that's a good objection. It's irrelevant.

10 BY THE COURT: I'm going to overrule the gumming up objection
11 -- gumming up the record objection. I think I know where he's
12 going with this, but we do need to move on.

13 MR. CHAMBERS: Yes, sir.

14 Q Did you do any further research or analysis on this issue?

15 A Yes, sir. We looked at two subdivisions that had right-of-
16 ways through the properties and looked at sales located both
17 backing up to the right-of-way versus lot sales on the interior
18 portions of the lot that were not affected by the right-of-way,
19 and we did not find that there was any measurable diminution in
20 value on lots that adjoin the natural gas right-of-way versus
21 lots that did not.

22 Q Can you tell me then what kind of technique was that that
23 you were using? What were you doing in looking at sales?

24 A Well, it could be referred to as a match paired sale
25 analysis.

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 Q Did I understand you looked at sales of lots that were
2 bordered on natural gas pipeline easements, correct?

3 A That's correct.

4 Q Then did you also look at sales of lots in that same
5 subdivision that were not bordering on a natural gas pipeline?

6 A That's correct.

7 Q And when you compared those, did you find any difference in
8 sales prices?

9 A No, sir. The different lots sold for different amounts, but
10 overall, looking at them, some of the lots that sold along the
11 natural gas right-of-way represented some of the higher values
12 and some of the lower values and also in the interior some of the
13 higher values and lower values. We were not able to draw any
14 conclusion that there was any type of stigma or damage associated
15 with those lots that backed up to the natural gas right-of-way.

16 Q And did you -- and could any difference in price be
17 attributed to any other factors besides the natural gas pipeline?

18 A No, sir.

19 Q But you testified that in some instances you found higher
20 sales prices for those on the pipeline?

21 A That's right. When you're talking about a match paired
22 sale, you assume that those sales are exactly the same. So, I'm
23 sure there were some differences in the lots that caused them to
24 be higher and some to be lower. We didn't really get into that
25 depth of analysis. We thought that there would be some broad

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 indication of diminution in value which we did not see.

2 Q In this part of your analysis -- I'm not talking about any
3 conversation with developers -- in this part of your analysis,
4 were you looking at public records when you looked at these
5 issues about the amount?

6 A Yes, sir. We looked them up on tax records.

7 Q Did you look at any published reports, plats or anything
8 like that?

9 A Yes, sir, had plats and we matched the plats up with the
10 public record.

11 Q So, did -- would you consider -- that sort of evidence you
12 looked at, would you consider that market data or market
13 evidence?

14 A Yes, sir. That market evidence confirmed our initial
15 conclusion that there was not any damages to the remainder.

16 Q And I believe you heard some testimony earlier about a
17 subdivision, The Townes at -- somewhere. Did you look at that?

18 A Yes, sir. Yes, Riverwood.

19 Q And is this one of the areas you looked at in doing your
20 investigation about properties located near pipelines?

21 A That's correct.

22 Q What was the results of your review there?

23 A This was interesting, that the plat actually shows the Duke
24 Power right-of-way. There's a subsequent document that shows the
25 Piedmont Natural Gas right-of-way coming in at a later date

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 adjoining the properties in the Riverwood Farms subdivision.
2 There is a road, Claire Bank Drive, that comes into the
3 subdivision. This actually -- this power line comes through the
4 middle of a development. I believe it's two separate
5 developments, and the power line breaks them. There is a roadway
6 that runs down about two-thirds of the right-of-way which there
7 forms a natural buffer on the north side between the right-of-way
8 and the homes, but as you continue in a northerly direction,
9 there are four residences that are built that directly back up to
10 the Piedmont Natural Gas right-of-way.

11 And based on those sales and other interior sales within
12 that subdivision, we didn't find that there was any stigma or
13 diminution association with the presence of the Piedmont Natural
14 Gas right-of-way.

15 Now, that one is a little bit different because it does
16 include a very substantial electrical power line right-of-way
17 which is, of course, a lot more visible than an underground
18 natural gas line. So, there is some issues associated with that.

19 Q And I believe there was some testimony earlier about the
20 locations of roads in connection with the right-of-ways in
21 context with developing property residential developments. Did
22 you see that as being any kind of an issue that would affect the
23 damage to the remainder on this property?

24 A No, sir. That was similar to conclusions we drew. If the
25 right-of-way bisected or came through the property at an odd

HARRISON CORBIN HASKELL--DIRECT BY MR. CHAMBERS

1 angle, that may incur some additional development costs, but the
2 way this right-of-way is located along the northern property line.
3 there would not be any additional road costs. You wouldn't have
4 to work around the right-of-way any more than you would already
5 be working around the northern property line. So, we didn't see
6 that any additional development costs would accrue to this
7 property due to the location of the right-of-way.

8 Q So, based upon then your further studies, did you find any
9 reason to form an opinion that there was any further damages to
10 the remainder based on fear, or stigma or proximity?

11 A No, sir, not that we could find in the market.

12 Q Again, to make sure I understand, did you find any market
13 evidence or data that would suggest to you that there would be a
14 loss of property for that reason, a loss of value for that
15 reason?

16 A No. We didn't find any damages to the remainder other--

17 MR. WARD: The question was data, the question---

18 A --other than that north of the right-of-way which we
19 addressed.

20 MR. CHAMBERS: Bear with me one moment, Your Honor.

21 Q Was there any other fact or issues that you think would bear
22 on your opinion of value in this case?

23 A No, sir, not that I can think of at this time.

24 Q That's all of the questions I have. Thank you.

25 BY THE COURT: All right. Your witness.

HARRISON CORBIN HASKELL--CROSS BY MR. WARD

1 MR. WARD: Thank you, Your Honor.

2 CROSS-EXAMINATION BY MR. WARD:

3 Q Mr. Haskell, you said your appraisal was done on March 30,
4 2012?

5 A That's correct.

6 Q And that was -- did you visit or Mr. Ratchford visit?

7 A Both of us had visited.

8 Q Both of you, okay. So, that was before they put anything
9 in, correct?

10 A The right-of-way had been cut. Trees had been removed.

11 Q But there was no right-of-way granted to your client, was
12 there?

13 A No, sir, but we could -- legally, whether or not there was a
14 right-of-way or not, I don't know but the trees had been cleared
15 off of the right-of-way.

16 Q I understand but my question to you was: Your visit was
17 before they obtained the right-of-way?

18 A Yeah, I would assume because we were appraising the property
19 for the right-of-way acquisition.

20 Q Not an assumption, that's a fact, isn't it?

21 A Well, that's -- of course, it is.

22 Q So, whatever they put in there was not there when you did
23 your appraisal?

24 A No, it couldn't have been.

25 Q I understand what it could not, but it was not, was it?

HARRISON CORBIN HASKELL--CROSS BY MR. WARD

1 A Well, no, because we were appraising the property for the
2 acquisition to put it in.

3 Q Okay. You've introduced your -- to my objection to the
4 appraisal. What exhibit number is that?

5 MR. CHAMBERS: I don't recall.

6 A Three.

7 Q Number 3, Condemnor's 3, that appraisal does not address any
8 question about damages to the remainder, does it?

9 A Yes, it does.

10 Q Is there any analysis in there about looking at other
11 properties or anything?

12 A No. We said that there was not any damages to the remainder
13 other than what we had addressed---

14 Q I understand you made that statement, but there's no
15 analysis in there at all?

16 A No, no. We didn't feel like any was needed.

17 Q You didn't -- now, you referred to The Townes at Riverwood?

18 A That's correct.

19 Q And you said they put in a road as a buffer between the
20 right-of-way and housing; is that correct?

21 A No, sir. Mr. Owens (sic) stated that.

22 Q You, sir -- did you make a statement that they put in a
23 buffer?

24 A No. I said it appears that they've got a road between the
25 existing power line right-of-way and the natural gas right-of-way

HARRISON CORBIN HASKELL--CROSS BY MR. WARD

1 and the houses. I don't know if I referred to it as a buffer or
2 not.

3 Q The record speaks for itself. Let's take a look -- do you
4 have the plat?

5 A Yes, sir, I do.

6 Q I'm going to come back to that in a moment. Now, I don't
7 want to get off on how much you charge, but based on your time
8 records, you all spent two hours' work on this file; is that
9 correct?

10 A I'm not sure what you're referring to.

11 Q Your billable hours times -- your rate times your charge for
12 this particular right-of-way.

13 A I don't know. I think we had more of a charge per tract.

14 Q And you did seven tracts, correct?

15 A I believe that's correct.

16 Q You had just a strip taking of all seven tracts, no damage
17 to any remainder anywhere; is that correct?

18 A Yeah, other than the uneconomic remainders.

19 Q And based on your time records you only spent two hours per
20 tract doing your---

21 A We charged, I believe, \$1,200 per tract. I don't know how
22 much you have me billing per hour but---

23 Q I'll skip that. When did you next visit the property, this
24 property, if ever, after the taking occurred?

25 A Most recently, yesterday.

HARRISON CORBIN HASKELL--CROSS BY MR. WARD

1 Q I didn't ask you that question, sir. I asked you: When did
2 you next visit the property after your initial appraisal?

3 A Yesterday.

4 Q So, between March 30, 2012 and yesterday, you've never been
5 to that property?

6 A No, sir.

7 Q So, you have no personal knowledge about the caution sign
8 being on this property?

9 A No, sir. My value is as of the date of inspection which was
10 March 30, 2012.

11 Q So, you didn't know what they were going to put on the
12 property, did you?

13 A A natural gas pipeline.

14 Q But you didn't know about them putting the sign on there,
15 did you?

16 A No.

17 Q You didn't know the size of the pipeline, did you?

18 A I believe it was on the plans, but, no, we were primarily
19 concerned with the width of the right-of-way.

20 Q Okay. And so until you went there yesterday and looked at
21 it, what happened in between you have no way of knowing?

22 A No, sir.

23 Q Now, let's assume for the sake of analysis that this caution
24 sign was put on this property and all of the properties along
25 that line, assume that, you know make that assumption, is there

HARRISON CORBIN HASKELL--CROSS BY MR. WARD

1 any such caution sign on the subdivision you referred to, Mason's

2 Crossing -- you didn't refer to that -- The Townes at Riverwood?

3 Is there any such caution sign there?

4 A I can't answer that question.

5 Q If I tell you there is none, would you disagree with that?

6 A I wouldn't agree or disagree. I still don't know.

7 Q Okay. Now, you said that there was a road put in between
8 the houses and the gas line. Did you not say that?

9 A I'm not sure what you're referring to.

10 Q In The Townes at Riverwood---

11 A Oh, you're at The Townes at Riverwood?

12 Q Yes, sir.

13 A No. The plat shows that there is a road that parallels the
14 right-of-way.

15 Q And so you can only build houses on one side of the road; is
16 that correct?

17 A For about two-thirds of it.

18 Q So, that would be 1,000 feet or more?

19 A I haven't measured it, if you say 1,000 feet.

20 Q So, what they did was, there was a 100 foot Duke Power
21 right-of-way, correct?

22 A I believe that's correct.

23 Q And then the 50-foot gas line right-of-way was put next to
24 that?

25 A I believe it was -- yeah.

HARRISON CORBIN HASKELL--CROSS BY MR. WARD

1 Q And then they used a road as a buffer before they built any
2 houses?

3 A On a portion of the development.

4 Q Over 1,000 feet?

5 A And then there was an area that they didn't.

6 Q Answer my question. Isn't it a fact that for 1,000 feet or
7 so they used the road as a buffer between the houses and the
8 right-of-way?

9 A There is a road. I don't know there is a buffer. On the
10 plat it shows that area between there is future development.
11 Whether or not they're planning on doing that, I don't know.

12 Q You know from development that you always try to have the
13 houses on both sides of the road, don't you?

14 A That's correct.

15 Q Because it cuts the costs in half, doesn't it?

16 A Well, I understand what you're saying but how is this going
17 to -- am I going to put a -- there's no room to put houses on
18 that side of---

19 Q Sir, I'm asking you---

20 MR. WARD: Your Honor, would you ask the witness to respond
21 to my question? I didn't ask him about this right-of-way.

22 BY THE COURT: Go ahead, Mr. Ward.

23 MR. WARD: I'm asking about Riverwood.

24 BY THE COURT: Yes, sir.

25 Q But there is -- that road -- that's fine. We'll go to other

HARRISON CORBIN HASKELL--CROSS BY MR. WARD

1 questions. Now, you referred to another subdivision, you didn't
2 name it.

3 A Mason's Crossing.

4 Q Now, you're looking at a bunch of records. When were those
5 records produced, sir?

6 A We've had them for -- since we were asked to do the
7 research.

8 Q Sir, when I took your -- when I subpoenaed your records,
9 those were not produced, were they?

10 A If they were in our file, they were.

11 Q Well, I'll tell you they were not produced, the plats at
12 Riverwood. When did you make the plats at Riverwood?

13 A It all would have been in there.

14 Q It would have?

15 A Yeah.

16 Q If I tell you it wasn't, you wouldn't -- okay, that's fine.

17 A Yeah. I don't know what's in your file.

18 Q I'm talking about your file, not mine.

19 A I know what was in my file.

20 Q Okay. Now, what other subdivision did you look at?

21 A Mason's Crossing.

22 Q Did you visit that subdivision?

23 A No, sir. I looked at it on a plat and aerials.

24 Q Okay.

25 MR. WARD: No further questions.

HARRISON CORBIN HASKELL--REDIRECT BY MR. CHAMBERS

1 BY THE COURT: Mr. McKee?

2 MR. MCKEE: No questions, Your Honor.

3 MS. WOODY: No questions, Your Honor.

4 MR. WILE: Nothing, Your Honor.

5 BY THE COURT: All right. Any other--

6 MR. CHAMBERS: Your Honor, may I very briefly?

7 BY THE COURT: Yes, sir.

8 REDIRECT EXAMINATION BY MR. CHAMBERS:

9 Q Corbin, you testified about The Townes subdivision or
10 Mason's Crossing?

11 A Yes, sir.

12 Q In your investigation of Mason's Crossing, was there any
13 road or anything at all separating the lots from the natural gas
14 pipeline of Mason's Crossing?

15 A No, sir. The lots backed up to each other. In other words,
16 the right-of way and -- these lots backed up to it on one side
17 and the other lots backed up to it on the other. So, the right-
18 of-way formed a rear property line of the adjoining lots.

19 Q Were any lots -- was the easement, pipeline easement,
20 actually on any of the lots in Mason's Crossing?

21 A It adjoined all of those lots that backed up to each other.

22 Q So, there was nothing separating those lots from the
23 easement in that---

24 A No, sir.

25 Q No further questions. Thank you.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 MR. WARD: Your Honor, I would call Mr. -- only in brief
2 rebuttal.

3 BY THE COURT: All right. Any other questions of Mr. Haskell?

4 MR. WARD: None, Your Honor.

5 BY THE COURT: All right. Thank you, Mr. Haskell.

6 (witness excused)

7 MR. WARD: Mr. Owen.

8 BY THE COURT: Come back around, please, sir. (complies)

9 ROGER BRUCE OWEN, BEING PREVIOUSLY DULY SWORN, TESTIFIED AS
10 FOLLOWS:

11 BY THE COURT: And remind you, you're still under oath.

12 THE WITNESS: Yes, sir.

13 DIRECT EXAMINATION BY MR. WARD:

14 Q Mr. Owen, Mr. Haskell testified about two subdivisions that
15 he considered later and he referred to sales analyses of
16 differential in-house prices. Can you -- now, my question to you
17 is, from looking at the deed records -- tax records -- can you
18 tell the relative size of houses in a subdivision?

19 A Not generally from the deed, no.

20 Q So, houses could be larger or smaller or various factors go
21 into -- involved?

22 A Oh, sure.

23 Q Okay. Now, he mentioned Mason's Crossing in Spartanburg
24 which he said he did not visit. Did you actually visit that?

25 A Yes, sir.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 Q Is this a plat of that subdivision? Is that a plat of the
2 subdivision, sir?

3 A Yes, sir.

4 Q Did you also check the records and obtain a copy of the deed
5 where the developer purchased that piece of property?

6 A Yes, sir.

7 Q Okay. I refer you to a deed recorded in Spartanburg in Deed
8 Book 69-P at Page 146 and ask you is that a copy of the deed
9 whereby the landowner -- developer bought that piece of property?

10 A Yes, sir.

11 Q How many acres did -- how much did he pay per acre for the
12 property?

13 A It's -- according to the deed, it's 28.5 acres. He paid
14 \$142,500. I think that's about \$5,000 an acre.

15 Q \$5,000 an acre?

16 A Yes, sir.

17 Q How does that compare to the property that's the subject of
18 this action?

19 A Well, it's not extremely comparable. It's a lot lower.

20 Q A lot lower. Would it be more modest kind of houses built
21 on it?

22 A Yes, sir.

23 Q Now, have we introduced the plat yet? Did I give you the
24 plat?

25 A Yes, sir.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 Q Now, the plat shows a right-of-way -- now, the right-of-way
2 on that plat, is it along the entranceway to the subject
3 property?

4 A No, sir.

5 Q Is there any kind of sign, designation or anything along
6 that property comparable to what we're dealing with in this case
7 of a caution sign?

8 A I didn't see anything.

9 Q You looked, you looked for it?

10 A Yes, sir.

11 Q Okay. Going back to Riverwood, did you also look for a --
12 I'll come to that in a minute. Now, are these more modest priced
13 houses than what we anticipate in the Smith family property?

14 A Yes, sir.

15 Q Now, when you looked at the property, could -- anything that
16 would tell you there was even a right-of-way along the side of
17 that property?

18 A Well, the land was cleared to some degree. So, yeah.

19 Q Other than that?

20 A No.

21 Q No marker of any kind?

22 A No.

23 Q Has any of the homeowners done anything to buffer themselves
24 from the right-of-way?

25 A Almost invariably to the total there, there were privacy

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 fences along.

2 Q They built fences?

3 A Yes, sir.

4 Q And who paid to build those fences as buffers between
5 themselves?

6 A I'm assuming they did.

7 Q Okay. Now, again, there were no warning signs, caution
8 signs on that property?

9 A No.

10 Q I'll ask you, since they've testified as to Riverwood, is
11 this the plat of the subject property, with the right-of-way
12 we've been discussing in this case? Now, does that plat show
13 that a road was constructed as a buffer between the rights-of-way
14 and the construction of the residences?

15 A Yes, sir. There is a road there.

16 Q And you consider that as further evidence then that a buffer
17 zone is appropriate way to treat these things?

18 A Yes, sir.

19 Q Okay.

20 BY THE COURT: Okay. I'm sorry. Can I get Mr. Owen to
21 highlight on that exhibit where this is you're referring to?

22 THE WITNESS: Yes, it is difficult. On this one or yours?

23 BY THE COURT: On that one you have, and I want Mr. Chambers
24 to look at this. I want everybody to agree that what's going in
25 the record is, in fact, accurate.

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 A What -- do you want me to highlight the road or---

2 Q Claire Bank Drive.

3 A Okay.

4 BY THE COURT: And you agree with that, Mr. Chambers?

5 MR. CHAMBERS: Yes, Your Honor.

6 Q Now, the rest of the way through there that is labeled
7 exclusive common area, that's not part of the lot is it? Mark
8 that -- let's mark that with a different colored pencil.

9 MR. CHAMBERS: What are you asking him to mark?

10 A The common area?

11 MR. CHAMBERS: You mean on every single---

12 Q The common area going down the pipeline.

13 MR. CHAMBERS: Well, exclusive common area -- oh, I'm sorry.
14 You're on the other side. Okay.

15 Every single line on this plat has that on it. So, if he's
16 going to mark those, he should mark---

17 Q Forget it. Just withdraw that. Just mark what the Judge
18 told you to mark.

19 A Okay.

20 MR. WARD: I apologize for the confusion, Judge. I didn't
21 make myself clear.

22 BY THE COURT: All right. So, the blue mark represents what,
23 gentlemen?

24 MR. WARD: It represents Claire Drive, Claire Bank Drive,
25 which is the buffer that both witnesses testified that has been

ROGER BRUCE OWEN--DIRECT BY MR. WARD

1 installed to separate the rights-of-way from construction of the
2 roadway. Mr. Owen testified as to cost differentials. Both did,
3 in fact.

4 BY THE COURT: So, the other side -- between the easement,
5 there's something called a common area and then there's Claire
6 Bank Drive?

7 MR. WARD: The easement -- in other words, the common area is
8 the right-of-way.

9 BY THE COURT: All right.

10 MR. WARD: What they say is the right-of-way which is that
11 which is called common area. The blue is the road.

12 MR. CHAMBERS: I see the Duke Power transmission line. I
13 know the tracts of this property.

14 MR. WARD: Your Honor, they designated the right-of-way as
15 common area.

16 Q Is that correct, Mr. Owen?

17 A That's what I could gather.

18 BY THE COURT: Okay.

19 Q Now, on this development, are there any caution signs or
20 anything like that?

21 A Not that I could see.

22 Q It is just a grassed area now that they've designated as
23 common area?

24 A Yes, sir.

25 MR. WARD: Okay. No further questions.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 BY THE COURT: Any questions?

2 MR. CHAMBERS: Yes, Your Honor, just briefly.

3 MR. CHAMBERS: Are these, are they entered into evidence,
4 these documents?

5 MR. WARD: I offered them into evidence. His witness
6 testified about them to start with.

7 MR. CHAMBERS: I'm just asking if they're in evidence.

8 BY THE COURT: As far as I know Plaintiff's (sic) 13---

9 THE WITNESS: This was Exhibit 12.

10 MR. WARD: And the deed.

11 BY THE COURT: 13 has come in.

12 MR. CHAMBERS: I assume my objections are continuing about
13 the---

14 MR. WARD: 12 come in; 11, 12 and 13.

15 CROSS-EXAMINATION BY MR. CHAMBERS:

16 Q Now, Exhibit No. 12 is the Title to Real Estate for the
17 Mason's Crossing, correct?

18 A Yes, sir.

19 Q And the date on that deed is March 17, 1999, correct?

20 A That's correct.

21 Q Attached to the Plaintiff's Exhibit 12 is -- there's a plat
22 there, part of a plat, correct?

23 A Yes, sir.

24 Q I would ask you to -- do you have that exhibit handy? Do
25 you have Exhibit 12 up here?

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 A No.

2 Q Thank you. Exhibit 12, I will look at the second page, the
3 plat. Could you locate on that plat the natural gas pipeline
4 that affects this property?

5 A Right here.

6 Q It's running down around the -- I guess it would be the
7 bottom of the lots down there?

8 A Yes, sir, as best I can tell.

9 BY THE COURT: Any objection if he highlights that in blue?

10 MR. CHAMBERS: I ask that he please do.

11 MR. WARD: Well, I would -- to the extent that we -- yeah, to
12 the extent that someone may take it as some indication that it's
13 a marking on the ground otherwise delineates the property. For
14 the convenience of the Court, I have no objection.

15 BY THE COURT: It's just for the convenience of the Court and
16 consistent with Mr. Owen's testimony.

17 MR. WARD: But it's not -- indicates on the ground, otherwise
18 that demarcation actually exists.

19 BY THE COURT: All right.

20 MR. CHAMBERS: I'm only questioning him about the plat right
21 now.

22 Q Now, you put a blue line here. It looks like this blue line
23 is -- do you see this dotted line right here that's actually on
24 the lot?

25 A Yes, sir.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 Q And do you see---

2 A That may be the actual gas line.

3 Q Right below the dotted line on the right it says gas line
4 right-of-way?

5 A Yes, sir.

6 Q Now that we looked at it a little closer -- these things are
7 tiny -- would you assume that -- let's don't mark it with blue,
8 please.

9 A Okay.

10 Q Would you assume that that is actually where the right-of-
11 way for the gas line is?

12 A Yes.

13 MR. CHAMBERS: Your Honor, could we have him highlight that
14 in pink?

15 BY THE COURT: Yes, sir.

16 Q If you would, highlight that part in pink..

17 A All right.

18 MR. CHAMBERS: If I could, I would like the record to reflect
19 on Landowner's Exhibit 12 that Mr. Owen highlighted in pink the
20 area that appears to him to be the natural gas easement on this
21 plat for Mason's Crossing.

22 A Correct.

23 MR. WARD: With the same observation, Your Honor, that
24 there's nothing on the ground but that's fine.

25 MR. CHAMBERS: Okay.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 MR. WARD: I'm just looking at this plat.

2 MR. CHAMBERS: Not off the ground.

3 Q You testified that there were some privacy fences on these
4 lots; is that correct?

5 A That's correct.

6 Q Based on your own inspection of the property, are these
7 privacy fences at the back of the boundary lines or on the
8 easement?

9 A I do not know.

10 Q You don't know? When you review this plat, it does appear
11 that the easement is actually on the lots themselves, correct?

12 A Physically, yes, sir.

13 Q In other words, this isn't a situation where lots back up to
14 or have a boundary line for the easement, correct?

15 A Repeat that?

16 Q Let me try that a little bit better. This is not a
17 situation of this plat where -- it's not a situation where the
18 lots are next to an easement, correct?

19 A Well, no. Actually, there would---

20 Q The easement is actually on these lots, correct?

21 A That's correct or appears to be, yeah.

22 Q Okay. In looking back at it now, you're not sure that the
23 privacy fences you saw were at the boundary of the easement or
24 the property boundary line itself, correct?

25 A No, sir, I'm not.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 MR. WARD: The buffers you talked about, were they outside
2 the---

3 MR. CHAMBERS: Your Honor, I'm still questioning.

4 MR. WARD: I'm sorry. You walked back. I thought he had
5 finished. I apologize.

6 BY THE COURT: All right. Mr. Chambers, go ahead.

7 MR. CHAMBERS: Thank you.

8 BY THE COURT: Ms. Culbertson, if you could keep your
9 attorney under control.

10 MS. CULBERTSON: I will try but can you imagine what a
11 challenge that is, Judge?

12 MR. WARD: I hope that's off the record.

13 CONTINUED CROSS-EXAMINATION BY MR. CHAMBERS:

14 Q Then just very briefly, going back to Landowners' Exhibit
15 13. That's the -- what was the name of that subdivision again,
16 please?

17 A I don't recall the name again. I can't ever get that one
18 right.

19 BY THE COURT: Is that Mason's Crossing?

20 MR. WARD: No.

21 BY THE COURT: Riverwood?

22 THE WITNESS: Yes, the Townes at Riverwood, I believe.

23 Q Again, referring back to Exhibit 13, you highlighted in blue
24 what you considered to be the natural gas pipeline, correct?

25 A No.

ROGER BRUCE OWEN--CROSS BY MR. CHAMBERS

1 Q I'm sorry. Blue is---

2 A That's the road.

3 Q Can you locate on this plat anything that depicts the actual
4 location of the natural gas pipeline easement?

5 A I'm assuming it's the dotted line here.

6 Q But you don't see anything on this plat that actually says
7 Piedmont Natural Gas or a gas pipeline, right?

8 A I don't see that on this one, no, sir.

9 Q Right below that, do you see something that says Duke Power
10 transmission line?

11 A Yes, sir.

12 Q Again, up here on the -- I guess it would be from looking at
13 the plat it would be in the upper left-hand corner, do you see
14 four lots there that are not bounded by Claire Drive, correct?

15 A That's correct.

16 Q They appear to back up on the area that says Duke Power
17 right-of-way, correct?

18 A Not quite, close.

19 Q Okay. It says, "Future development" and then something
20 there, Duke Power, 66 foot Duke Power right-of-way?

21 A Right.

22 Q Okay. But anyway, the point is there's no road between
23 those four lots and any easement, correct?

24 A No.

25 Q You see those four lots have something that say "Exclusive

ROGER BRUCE OWEN--REDIRECT BY MR. WARD

1 Common Area" at the back, correct?

2 A Your eyes are better than mine. Yes.

3 Q But if you actually look at all of the lots that are shown
4 on this spot, don't all of them actually say, "Exclusive Common
5 Area" in the same general---

6 A Yeah. They appear to, yes.

7 Q Did you physically look at this property as well?

8 A Yes.

9 Q Are these what you would call townhomes or single-family
10 houses?

11 A Well, they're townhomes in one section and single-family
12 residences in the other.

13 MR. WARD: In light of all of the confusion that we've
14 introduced, Your Honor, I thought it might be appropriate to---

15 BY THE COURT: Hold on a minute. Let me make sure Mr.
16 Chambers is finished.

17 MR. WARD: I apologize again.

18 MR. CHAMBERS: I don't have any further questions.

19 BY THE COURT: All right. Now your turn.

20 REDIRECT EXAMINATION BY MR. WARD:

21 MR. WARD: Given the confusion we've apparently introduced,
22 I'm going to offer into evidence a plat showing the right-of-way
23 and the Duke Power right-of-way and you can compare it to the
24 other plat.

25 Q Is this a recorded plat of the--

ROGER BRUCE OWEN--REDIRECT BY MR. WARD

1 A It appears to be, yes, sir.

2 Q --pipeline right-of-way---

3 BY THE COURT: Is this something in the Riverwood
4 subdivision?

5 MR. WARD: Yes, sir.

6 THE WITNESS: Yes, sir.

7 MR. CHAMBERS: Your Honor, I don't see anything on here --
8 unless I'm missing something -- that calls this---

9 BY THE COURT: Mr. Ward, if you would show it to Mr.
10 Chambers, please, sir.

11 MR. WARD: This is your drawing that shows the gas line right
12 there.

13 MR. CHAMBERS: Okay. Either way.

14 MR. WARD: Yes.

15 MR. CHAMBERS: Which one is this? I'm just asking. I really
16 don't know.

17 MR. WARD: It says Piedmont Natural Gas---

18 MR. CHAMBERS: What property are we talking about? They're
19 all over the county.

20 MR. WARD: Sir, if you would look at the plat that says
21 Dillard Road and if you would tie it to the other one, you will
22 see they match perfectly. I will ask the witness if---

23 MR. CHAMBERS: I'm sorry, go ahead.

24 CONTINUED REDIRECT EXAMINATION BY MR. WARD:

25 Q I ask you, does this Exhibit 14 indicate the Piedmont

ROGER BRUCE OWEN--RECROSS BY MR. CHAMBERS

1 Natural Gas right-of-way that you have outlined in blue on
2 Exhibit 13?

3 A Yes, sir. It appears to be that one.

4 Q Okay. And there's a buffer road between Piedmont and---

5 A Yes, sir.

6 MR. WARD: Your Honor, I have nothing further of this
7 witness.

8 BY THE COURT: All right.

9 BY THE COURT: Mr. Ward, Ms. Culbertson, any other witnesses?

10 MS. CULBERTSON: No, sir.

11 MR. WARD: Nothing further.

12 BY THE COURT: All right. Mr. Chambers, anything else?

13 Thank you, Mr. Owen. You can step down.

14 MR. CHAMBERS: Your Honor, I'm sorry, I'm still trying to
15 figure this out.

16 BY THE COURT: Well, maybe not.

17 MR. CHAMBERS: Please bear with me just one minute. Very
18 briefly, I apologize.

19 THE WITNESS: It's confusing.

20 **RECROSS-EXAMINATION BY MR. CHAMBERS:**

21 Q I just want to look at that again, Exhibit 14 and tie that
22 up -- Exhibit 13. I think I've got them facing the right way.
23 Dillard Road is at the top of this plat.

24 A That's correct.

25 Q And it's your understanding that this report says proposed

ROGER BRUCE OWEN--RECROSS BY MR. CHAMBERS

1 easement---

2 A I'm assuming that's where it went.

3 Q But you see there on Exhibit 14, it says Duke Power
4 easement, correct?

5 A No, sir.

6 Q Now, we do -- on Exhibit 13 -- we do show the Duke Power
7 easement, correct?

8 A Yes, sir.

9 Q So, it looks like the proposed easement then, does that
10 appear to you---

11 A Yeah, in that common area.

12 Q Yeah. So, in other words, it would be---

13 A It comes right down here.

14 Q It would be closer to Claire Drive -- if this is indeed the
15 Piedmont Natural Gas easement, then based on these two exhibits,
16 the Piedmont Natural Gas easement would be closer to Claire Drive
17 than the Duke Power?

18 A That's correct.

19 Q Okay. Nothing further. Thank you.

20 BY THE COURT: All right. Thank you, Mr. Owen.

21 (witness excused)

22 BY THE COURT: Any other witnesses, Mr. Chambers?

23 MR. WARD: We have no further evidence. We rest.

24 BY THE COURT: All right. Mr. Chambers.

25 MR. CHAMBERS: Nothing further, Your Honor.

1 BY THE COURT: Mr. McKee?

2 MR. MCKEE: Nothing, Your Honor.

3 MS. WOODY: No, sir, Your Honor. Thank you.

4 BY THE COURT: Mr. Wile?

5 MR. WILE: No, Your Honor.

6 BY THE COURT: All right. First, as much as I wish I could,
7 I'm not in a position to rule at this point. To be candid, I got
8 a little confused with everything there towards the end, and I
9 just want to make sure that I understand, as it relates to these
10 other subdivisions, what goes where and to the extent that it's
11 even legally relevant.

12 To the parties, let me explain. Such a pleasure to have
13 good lawyers. Sometimes good lawyers makes my job even more
14 difficult and challenging than it is normally. But -- and y'all
15 know this -- the biggest issue is what the valuation the Court
16 feels is most appropriate. And I really do understand this is
17 important to all of the litigants and to all of the parties, and
18 I'll approach it that way.

19 What I will do now is go back and review my notes, research
20 the applicable law and then I will have a conference with the
21 attorneys, hopefully, within the next two weeks and tell them
22 what my decision is, and then there will be a written Order that
23 will be issued. And then at that point a copy of the written
24 Order will be provided to all of the parties, and then y'all can
25 talk with attorneys to decide what, if any, other actions need to

1 be taken.

2 If the attorneys will go through all of the exhibits with my
3 court reporter just to make sure that they are staying with her
4 as opposed to inadvertently going back with you all.

5 Is there anything else that we need to have on the record?

6 MR. WARD: Your Honor, a one minute closing argument.

7 BY THE COURT: You know what, I appreciate that. You've done
8 such a fine job briefing, I can't imagine that would do anything
9 but delay you, and I know you have other things to do. So, thank
10 you but I'll decline to accept that.

11 MR. WARD: That's fine.

12 BY THE COURT: Because once I hear from you, then I'm going
13 to go around to all of the other five, six lawyers and then
14 they'll want another minute or two, and we'll be here 45 minutes.
15 That's just the nature of lawyers.

16 MR. WARD: All right, sir.

17 BY THE COURT: All right. Thank y'all so much.

18 MR. CHAMBERS: Thank you, Your Honor.

19 MS. CULBERTSON: Thank you, Judge.

20 MS. WOODY: Thank you.

21 (Preliminary Plat entered into evidence as Landowners'

22 Exhibit No. 1)

23 (Drawing of Property entered into evidence as Landowners'

24 Exhibit No. 2)

25 (Aerial View of Property entered into evidence as

1 Landowners' Exhibit No. 3)

2 (Grant of Easement for David Taylor entered into evidence as

3 Landowners' Exhibit No. 4)

4 (Taylor Pictures entered into evidence as Landowners'

5 Exhibit No. 5)

6 (Grant of Easement for Wayne Creel entered into evidence as

7 Landowners' Exhibit No. 6)

8 (Creel Pictures entered into evidence as Plaintiff's Exhibit

9 No. 7)

10 (Grant of Easement for Huskey Construction entered into

11 evidence as Landowners' Exhibit No. 8)

12 (Huskey Pictures entered into evidence as Landowners'

13 Exhibit No. 9)

14 (Smith Property Pictures entered into evidence as

15 Landowners' Exhibit No. 10)

16 (Plat of Springridge Place Subdivision entered into evidence

17 as Landowners' Exhibit No. 11)

18 (Title to Real Estate for Springridge Place Subdivision

19 entered into evidence as Landowners' Exhibit No. 12)

20 (Plat of The Estates at Riverwood Farm entered into evidence

21 as Landowners' Exhibit No. 13)

22 (Plat of Butler Township entered into evidence as

23 Landowners' Exhibit No. 14)

24 -----END OF REQUESTED TRANSCRIPT OF RECORD-----

25

1 The undersigned, Wanda E. Fudge, Court Reporter, Office of
2 Master in Equity for Greenville County, South Carolina do hereby
3 certify that the foregoing is a true, accurate and complete
4 Transcript of Record of all of the proceedings had and evidence
5 introduced in the hearing of the captioned case, relative to
6 appeal, before The Honorable Charles B. Simmons, Jr., as Master
7 in Equity for Greenville County, South Carolina on the 28th day
8 of May 2015.

9 I do further certify that I am neither of kin, counsel, nor
10 interest to any parties hereto.

11 July 27, 2015

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13
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15 Wanda E. Fudge

16 Wanda E. Fudge, CCR

17 Certified Court Reporter
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
2012-CP-23-04064

Piedmont Natural Gas Company,)
Condemnor,)
vs.)
Richeous Smith, et al)
Landowners, Other)
Condemnees and)
Unknown Claimants.)
_____)

TRANSCRIPT OF TESTIMONY

July 20, 2015
Greenville, South Carolina

B E F O R E:

HONORABLE CHARLES B. SIMMONS, JR., MASTER IN EQUITY

A P P E A R A N C E S:

Michael S. Chambers, Esquire
Attorney for the Condemnor

David B. Ward, Esquire
Attorney for the Defendant
Harold Anderson

Erin Culbertson, Esquire
Attorney for the Defendant
Richeous Smith

A P P E A R A N C E S: (Continued)

Andy A. McKee, III, Esquire
Attorney for the Defendants
Raymond Eddie Smith
Odell Smith
Reece W. Smith
Michael Smith

*Danette Hanks, CCR
Court Reporter*

1 THE COURT: For the record, this is 2012-4064, Piedmont
2 Natural Gas versus Smith and others. We're here today on
3 multiple motions. What I'd like to do first is to address Mr.
4 Chambers' motion to reconsider that was filed on July 16th, that
5 was also nineteen pages.

6 Mr. Chambers, I really do understand; it is no small easy
7 task to come in front of a judge and say, Judge, with all due
8 respect, here's how you messed up. I still have some faint
9 recollection when I was out in the real world practicing law, and
10 that was a difficult thing to do.

11 But anyway, I have read your motion; very well written. So,
12 if, for the record, you want to hit some of the high points, I'll
13 certainly be glad to hear from you.

14 MR. CHAMBERS: Yes, Your Honor. Thank you very much. Mike
15 Chambers representing condemnor, Piedmont Natural Gas Company.
16 And if I hit the high points and don't hit some of the low
17 points, as it were, I'm not waiving those low points. I'm just
18 ---

19 THE COURT: I think you're fully protected. Pretrial
20 motions, motions made during the trial, as well as a nineteen
21 page motion filed.

22 MR. CHAMBERS: So again, I'm still -- I'm still not arguing
23 everything that's in our motion; every issue that's in there.
24 But I believe most of the issues or a majority of the issues go
25 to the admission of the expert testimony from the landowners'

1 expert witness Bruce Owen. And I believe the -- one issue is,
2 again, to show stigma damages, which is the only significant
3 difference in the amounts testified to by the condemnor's expert
4 and the landowners' expert.

5 THE COURT: And that was the hundred and ---

6 MR. CHAMBERS: Yes, sir. \$172,200.00. Mr. Owen was
7 slightly higher on that, but that was what -- the general range
8 that both experts had for the just compensation for the taking of
9 the property that was subject to the easement and a small strip
10 that was severed and severance damages. And they were both
11 pretty much the same on that. So the underlying basis value was
12 very close. The vast difference in the amount that was awarded
13 here comes from what we refer to as proximity damages or stigma
14 damages, which is saying that it will be -- the property will be
15 devalued because of fear in the marketplace and that fear will
16 affect the market value. Of course, I think we've cited several
17 cases in here that address that issue. And of course, there's
18 two big things you have to prove in this kind of case to get
19 stigma damages.

20 First, you have to put in credible, admissible evidence that
21 there is actually fear in the marketplace. In other words, that
22 fear of a natural gas pipeline exists in the Greenville general
23 area, upstate area of South Carolina. And it's our position
24 there was no credible evidence of anything to show that there's a
25 general fear among the public or the property-buying public to

1 show that there is some sort of fear or stigma attached to being
2 in proximity to a natural gas pipeline.

3 And even for the sake of argument, if there were such
4 evidence, there is no admissible, reliable, credible evidence
5 that such a fear affects the market value of the property in this
6 area.

7 THE COURT: How do you deal with the testimony of one of the
8 owners who said, I'm afraid of this, or I have concerns about
9 this? Is that not some degree of admissible evidence?

10 MR. CHAMBERS: No, Your Honor. One, it's our position --
11 this is also part of our motion -- is that that landowner did not
12 testify to that. I think it was Alma Renee Smith Murray. I
13 don't think that she actually testified that the right-of-way of
14 the natural gas pipeline negatively impacted the value of the
15 property. I think she testified that she personally probably
16 wouldn't want to be too close to it; something along -- I'm
17 paraphrasing here, because I don't have the transcript. But
18 that's my, that's my memory of that issue; what she testified to.
19 And that she did not go into a -- further testimony about, in her
20 opinion that fear would be -- and everybody -- and that would
21 devalue the tract. In fact, I've cited the case in there, that
22 Western Farmers Electric Co-op says that neither the owner nor
23 anyone else may base an opinion of value on personal fear.
24 Admissible evidence is an opinion of value of a qualified witness
25 based on the existence of fear and the buying public in general,

1 which affects market value.

2 So, in other words, the fact that she personally might be
3 afraid of it, the fact that Bruce Owen personally might not want
4 to be too close to it, that's not enough to show the evidence of
5 fear in the marketplace. That is a larger type of an arena to
6 get into. I think that requires evidence that the actual buying
7 public in general ---

8 THE COURT: Well, isn't it just kind of a natural fault that
9 if I had my preferences, I'd rather not live next to a ten-foot
10 natural gas transmission line?

11 MR. CHAMBERS: Well, that would be -- I guess if we get
12 enough people with natural preferences like that, but I think
13 that is dealing with speculation there. In fact, it doesn't make
14 any difference if I might not want to be close to a natural gas
15 pipeline. I think you've got to show, just like they kind of
16 have to do in normal type of appraisals, they have to show what
17 the public does. In other words, it's not what I might pay for
18 an acre over there or what you might pay or Mr. Ward might pay.
19 It's what does the public, in general, pay for that.

20 THE COURT: How about Mr. Owen's testimony then? As I
21 recall, he testified that both from a real estate appraiser, plus
22 from a -- I believe he testified he had built any number of
23 houses that he thought would have a negative impact on the
24 valuation.

25 MR. CHAMBERS: Well, we also say -- it's our position that

1 he was not qualified to testify as an expert developer. We
2 stipulated that he's qualified as an expert real estate
3 appraiser. And so for him to be testifying as to what he would
4 personally do as a developer, a theoretical developer, that goes
5 into like his own personal fear. But a lot of them do that. But
6 again, his role should have been to see what goes on in the
7 marketplace.

8 THE COURT: But now, didn't he testify -- and probably this
9 is one of the issues that's ultimately going to go down to
10 Columbia -- didn't he testify that he had discussed the matter
11 with some other developers and they raised the same red flags?

12 MR. CHAMBERS: Yes. But he didn't testify to that, as my
13 memory serves me, but again, that is, by itself, is not enough, I
14 think, to show the impact on the marketplace. And again, he --
15 again, that was done after his deposition was taken. He went out
16 and he talked to those -- he testified that he talked to those
17 developers. But again, I don't think that raises it to the level
18 of where he needs to be on reliability. He didn't have anything
19 showing in the marketplace what are those effects. Where does
20 this actually happen where it's devalued?

21 I mean, I've cited some cases in here, as well, that state
22 that. A Virginia case that's saying that just talking to some
23 developers and looking at newspaper articles and your own
24 personal opinion, that's -- that doesn't get you there where you
25 need to be for the liability threshold. So it's our opinion that

1 that is also not -- that doesn't come to the standard that it
2 should come to for reliability.

3 Further, he's testified that he had no training or
4 specialized knowledge in the area of estimating the diminution of
5 value as a result of fear or stigma arising from a natural gas
6 pipeline. Therefore, he didn't have that qualification to even
7 go so far as to base an opinion, even if it's based on
8 conversations he had with other developers. I mean, he testified
9 he had not attended any seminars that taught that approach or
10 technique that he utilized in relation to the proximity damage
11 issues; nor had he seen such an approach referenced in any
12 literature.

13 So I don't think -- I think by his own testimony he failed
14 to qualify as an expert on the diminution of value based on fear
15 or stigma.

16 THE COURT: But hasn't he been an appraiser in the
17 Greenville area for over twenty years?

18 MR. CHAMBERS: Oh, yes, sir.

19 THE COURT: They're both -- both of them, Mr. Owen and Mr.
20 Haskell, very fine appraisers; been in this court any number of
21 times.

22 MR. CHAMBERS: Yes, sir, I agree with that. And I
23 stipulated that he's qualifies as an expert and I still agree
24 with that. And I respect him and his opinions on real estate in
25 general. But again, the South Carolina cases we quoted here

1 talking about the admissibility of expert testimony, there's
2 basically three things you've got to do.

3 One is that the testimony is necessary to assist the trier
4 of fact with resolving factual questions; the expert is qualified
5 in a particular area; and his testimony is reliable. So those
6 are all three separate things. In other words, he can be
7 qualified, but the testimony still might not be reliable based on
8 his underlying methods and evidence and criteria that he used to
9 reach that opinion. And I think we cited a case, State versus
10 Tapp, where it said that the circuit judge admitted the expert's
11 testimony based merely on the finding that he was qualified as an
12 expert and left the reliability determination for the jury.
13 Therefore, the admission of his testimony was in error. So
14 you've got to make all three of those elements to make it
15 admissible; even though he's qualified as a real estate appraiser
16 to appraise the value of the property in general, we don't think
17 his testimony in this case was reliable to meet that third -- or
18 one of the three elements as to reliability.

19 THE COURT: So what would it have taken for his testimony to
20 be reliable?

21 MR. CHAMBERS: One of the things I've seen referenced most
22 often in the cases is what they refer to as paired sales analysis
23 where you look at property and try to some similar property and
24 find properties that has, say, a natural gas pipeline on it and
25 look at the sales of property around that property -- excuse me

1 -- around that pipeline. Then you would look at similar sales
2 that are not in proximity of the pipeline and see if there's a
3 difference in values. And that's what Mr. Haskell did and came
4 to the conclusion that there were -- he could not find any market
5 evidence to ---

6 THE COURT: And I may be confused. Didn't Mr. Owen also do
7 that?

8 MR. CHAMBERS: No, Your Honor. I believe he testified he
9 did not do any paired sales analysis, or comparative sales in his
10 analysis.

11 THE COURT: Okay. Anything else for the record before I
12 hear from opposing counsel?

13 MR. CHAMBERS: I just would like to -- I mean, I could go --
14 as you know, as you referenced, it's nineteen pages, and I could
15 go on and on. But the fact that you said that, in the case of
16 me, you don't want me to.

17 THE COURT: Yes, sir. Again, you're protected on the
18 record. We've got some good lawyers and good interesting issues.
19 So I think you're protected for appeal purposes.

20 MR. CHAMBERS: Yes, Your Honor. I would just restate all
21 the other issues we had in our memo and our motion.

22 THE COURT: Absolutely.

23 MR. CHAMBERS: Thank you.

24 THE COURT: All right. Who is going to argue for you all?

25 MS. CULBERTSON: I am, Your Honor.

1 THE COURT: All right.

2 MS. CULBERTSON: Do you have a copy of the landowner's memo
3 in opposition?

4 THE COURT: Is that the one dated ...

5 MS. CULBERTSON: July 15th, clocked in.

6 THE COURT: Yes, ma'am. I do have that.

7 MS. CULBERTSON: Okay. Then I will also just hit some high
8 point in there in response to Mr. Chambers' arguments this
9 morning.

10 First of all, I think that how he's characterizing the
11 admissibility of stigma damages is a little bit inaccurate. I
12 think stigma damages in the case law can be shown in really basic
13 ways by publicly disseminated information, by testimony from a
14 landowner or from an expert witness. I think stigma damages the
15 case that have been cited by Mr. Chambers come in in a lot of
16 different forms and there's not a very strict, stringent
17 guideline for their admission; certainly not in South Carolina.

18 Having said that, I do believe the Court is right that Ms.
19 Murray, the landowner, did testify regarding her concerns about
20 health safety; her concerns about potential purchasers of the
21 property; not wanting to be near the pipeline for health and
22 safety reasons. And Mr. Owen, also, similarly testified after
23 having spoken to several developers, having some development
24 experience himself, and comparing this property to other
25 subdivisions through which a gas pipeline ran, and under that --

1 in that context, even Mr. Haskell used the term buffer. He
2 specifically used the term buffer in discussing how those
3 pipelines affected the subdivisions. So I believe that even
4 their own expert has used the term that we are claiming is
5 important here.

6 THE COURT: So are you saying Mr. Owen did do some type of
7 comparison to other subdivisions?

8 MS. CULBERTSON: I believe what he did, Your Honor, was he
9 pulled up two subdivisions which we talked about in the trial. I
10 believe they're in Spartanburg County.

11 MR. WARD: One was Greenville.

12 MS. CULBERTSON: One was in Greenville; excuse me. Both of
13 which through -- through both of which ran a gas pipeline. We
14 discussed how the properties had been valued. One of them was
15 nowhere near as valuable a piece of property as our clients'
16 property is, so we weren't sure that that was comparable for
17 sales comparison purposes, because our property sits in a pretty
18 high-end section of Greenville County.

19 And the other of which, I believe the gas pipeline just ran
20 on one side of the road. So what we talked about was how that
21 placement of the gas pipeline affected the purchase prices in
22 those subdivisions; vis-a-vis, how it could affect potential
23 purchase prices in a future subdivision.

24 THE COURT: How do you -- Mr. Chambers raises some good
25 issues. How do you respond that Mr. Owen did not do a specific

1 analysis?

2 MS. CULBERTSON: Mr. Ward would like to address that
3 specific issue, if you don't mind.

4 THE COURT: Well, I've got a good lawyer standing up ---

5 MS. CULBERTSON: The answer, I believe, was that I don't
6 think he did -- I don't think he used the terms, paired sales
7 analysis. I don't think Mr. Owen used those words on the stand.

8 THE COURT: Is that failing defective?

9 MS. CULBERTSON: I'm sorry; is that failing defective?

10 THE COURT: Failing defective that he didn't use that
11 specific approach?

12 MS. CULBERTSON: No, Your Honor, I don't believe it is.
13 There's been no testimony that -- there's been no evidence that
14 that analysis or that methodology is the only proper methodology.
15 I believe that that is one methodology that can be used. Mr.
16 Owen testified there's two different methodologies, in fact, as
17 to which he arrived at our just compensation figure.

18 THE COURT: All right. Let me ask this. One thing Mr.
19 Chambers raises in his motions about the signage, and I'm
20 thinking that when Mr. Haskell was on the property that the signs
21 were not there; when Mr. Owen was on the property, the signage
22 was there?

23 MS. CULBERTSON: Yes, Your Honor, I believe that's accurate.
24 Although I don't remember Mr. Haskell's testimony as to that. I
25 don't ---

1 THE COURT: Does that make a difference?

2 MS. CULBERTSON: Oh, I believe it does; absolutely, Your
3 Honor. We had a landowner that testified that the signs were
4 there as of the date of the take. She lived on the property and
5 she's the one who offered affirmative testimony that the signs
6 were present on the date of the take. Mr. Owen testified that
7 they were there on the date he did the appraisal. The only
8 testimony to the contrary was from their engineer, Mr. Long, I
9 believe his name was. And all he testified was he didn't know
10 anything about the signs.

11 So I think there is evidence in the record that the signs
12 were present on the date of the take. I think that's very
13 important because of the visual -- that's the only entrance into
14 the property; it's the only way in. There's obviously a huge --
15 I mean, that is the biggest alert to the stigma.

16 And furthermore, one other point I'd just like to raise real
17 quickly, back to the -- sort of the paired sales analysis
18 discussion we were just having. Mr. Haskell testified that there
19 was no stigma. I would argue that he is -- if he can testify as
20 to the negative presence of a stigma, Mr. Owen is qualified to
21 testify as to the positive presence of a stigma. I don't believe
22 either expert held any distinctions or standards different from
23 the other as to testify as to negative or positive.

24 THE COURT: The old goose and gander theory?

25 MS. CULBERTSON: Exactly, Your Honor.

1 THE COURT: Anything else you want on the record before I
2 hear from Mr. McKee?

3 MS. CULBERTSON: No, Your Honor. I think everything else is
4 contained in our memo in opposition. I'll just stand by that.

5 THE COURT: Yes, sir.

6 MR. MCKEE: Your Honor, I really don't have anything further
7 other than just that as far as my clients are just joining in the
8 relief requested by co-counsel.

9 THE COURT: All right. Mr. Chambers, anything else before
10 we move into the motions for interest and attorney's fees?

11 MR. CHAMBERS: Briefly.

12 THE COURT: Yes, sir.

13 MR. CHAMBERS: I'm not -- I heard Mr. McKee say he's joining
14 in the relief. And I don't -- are you -- I probably shouldn't
15 address him. I'm just wondering if Mr. McKee is also asking for
16 attorney's fees?

17 MR. MCKEE: Your Honor, I'm not, actually. No.

18 MR. CHAMBERS: That's all. That's all I needed to know.
19 Thank you.

20 And I would point out as to the issue about what Corbin
21 Haskell testified to, one is to point out that the burden of
22 proof to show damage of the remainder is on the landowners. So
23 they have to carry that burden of proof. The burden of proof is
24 not on the condemnor to show the lack of damage to the remainder.
25 So we were not required to put up any evidence. We did. And I

1 do believe that Mr. Haskell did testify that he did do
2 comparative sales analyses. He looked at properties that was
3 adjacent to the pipelines and compared them to similar properties
4 that were not in proximity to the pipeline. Did not see any
5 difference in the value based on proximity.

6 And I believe as to the signage, everything that I've
7 referenced in the argument today in our motion about stigma in
8 general applies to the signage. In other words, there is no
9 reliable, admissible evidence about how the signage would affect
10 the value. I mean, there's some speculation and there's -- Mr.
11 Owen said, yeah, that sign, that's going to make people scared.
12 But again, he doesn't carry it beyond the speculation of saying,
13 gee, he thinks that will happen. He did not do any sort of
14 market research or produce any market evidence to show that
15 signage would actually decrease the value of the property.

16 And as a fact -- as to that issue and his testimony in
17 general, I've seen this phrase used in other cases and other
18 jurisdictions having to do with this eminent domain and stigma
19 damages issues and I'm not big on using Latin phrases, but the
20 phrase they use is ipse dixit, which I looked it up and it's in
21 Black's dictionary, that's the bare assertion resting on the
22 authority of the individual. So it kind of seems to be that Mr.
23 Owen's testimony is, I'm an expert real estate appraiser; I think
24 it caused damages; therefore, that's all I need. And again,
25 that's lacking the, I think, the underlying market evidence that

1 an appraiser needs for his testimony to be admissible. Just like
2 if it's a regular value case, you know, the appraiser just can't
3 come in and say, I say, it's five thousand an acre without
4 comparables or anything. I think that applies here in the stigma
5 case.

6 And then as to Mr. -- if Mr. Haskell used the term buffer in
7 his testimony, I'm again going by memory, I believe that would
8 have been to say that he did not find any market evidence to
9 require a buffer.

10 THE COURT: All right.

11 MR. CHAMBERS: Thank you.

12 THE COURT: All right. Now I'm moving into the motion for
13 interest and attorney's fees and costs. Mr. Chambers first.
14 Just assuming, for the sake of argument, that your motion is
15 denied, does your client disagree with the interest due on the
16 verdict amount?

17 MR. CHAMBERS: Yes, Your Honor.

18 THE COURT: All right. Then be glad to hear from you.

19 MR. WARD: Your Honor, the statute that controls interest is
20 mandatory. It's not discretionary.

21 THE COURT: Is that the 28-2-420?

22 MR. WARD: Yes, sir. It's cited in my brief. Cannot pay
23 interest, at least on the date of the take, which we stipulate is
24 June 22, 2012, to the date of the verdict on the judgment of the
25 Court. On this instance there's a date differential; we said it

1 was June 24. I think it was filed on June 25. And the
2 difference that makes -- I calculated the amount and the statute
3 -- which is attached to my brief as an exhibit -- is \$99,722.28.
4 They're entitled to credit for whatever sum is determined by the
5 Clerk's office. Unfortunately in today's market virtually no
6 interest is earned. And I have set forth the amount through June
7 30th. If they contend it's more then offer proof of it. But the
8 amount of interest is \$99,722.28. And Your Honor, that is part
9 of the judgment. So they appealed that on interest also. That
10 is really cut and dried. I don't know what else I can say about
11 that.

12 THE COURT: Let me hear from you on the interest amount.

13 MR. MCKEE: Your Honor, we ---

14 MR. WARD: I'm sorry. I don't have an extra copy.

15 THE COURT: And Mr. McKee, do you join in the landowner's
16 argument on that?

17 MR. MCKEE: I do, Your Honor, as far as the interest due.

18 MR. CHAMBERS: If I may approach the bench, I'd like to hand
19 up South Carolina Court of Appeals case of South Carolina
20 Department of Transportation versus Faulkenberry.

21 MR. WARD: Your Honor, I wish he would have told us about
22 this in advance. Fortunately I had read the case and could
23 respond very quickly to it.

24 THE COURT: I believe -- go ahead, Mr. Chambers.

25 MR. CHAMBERS: That case examines the eminent domain

1 interest statute that Mr. Ward is referring to. And I believe,
2 based upon the language in this case, the case says that the
3 statutory interest that they're seeking does not run on the
4 amount that's already been deposited with the court.

5 Now, this case did involve -- this did involve basically the
6 landowner drawing down the money from the -- that was paid into
7 the Court. By agreement the landowner in that case took a one
8 hundred percent drawdown, and the Court found that, well, you're
9 not entitled to interest on that. But in reaching that
10 conclusion, the Court looked at different states and specifically
11 looked at the South Carolina eminent domain interest statute
12 itself. And to me, the language seems to be pretty clear that
13 the Court is saying there that interest is only going to run on
14 the difference, in other words. In other words, interest would
15 not run on \$172,200.00. It would run on the difference between
16 that amount and what the landowners were awarded at trial, which
17 right now stands at, by my calculations, \$242,552.00.

18 THE COURT: So is it your client's argument that whatever
19 they paid into the Court under the Faulkenberry case, that
20 amount, you take that out of the computation of interest?

21 MR. CHAMBERS: Yes, sir.

22 THE COURT: And then whatever the difference is between that
23 amount and the judgment amount, that's where the eight percent
24 interest comes in?

25 MR. CHAMBERS: Yes, sir.

1 THE COURT: From the date of the taking?

2 MR. CHAMBERS: Yes, sir.

3 THE COURT: What's wrong with that argument?

4 MR. WARD: He misreads the case and mis-cites it. What
5 happened there, there was inverse condemnation and condemnation.
6 But I wish he had given this to me in advance. But I've read it.

7 THE COURT: Yeah, we've already established that, so ...

8 MR. WARD: What happened was they reached an agreement as to
9 the amount of compensation and they didn't even -- what was in
10 the quote and what they agreed to, they gave them a check for
11 eight hundred thousand dollars. They took down all the money.

12 So the first argument is, if you take down the money, the
13 interest stops; if you're allowed to take down the money. That's
14 the key, if you're allowed to. Here we're not. What happened
15 there was the Judge in trial court said, well, the statute only
16 technically allows you to take down fifty percent. Therefore,
17 since you could only take down fifty percent, we're going to give
18 you credit for half of the eight hundred thousand; not all of it.
19 But that was wrong. The Court said, no, no, you drew down all
20 the money so they're not going to stop.

21 Now, there is a case, which he doesn't cite, where the
22 condemnor placed in the court all the money at the verdict;
23 everything. Put it in court. And then a bill. Their argument
24 on that case was -- I don't have it in front of me -- was that
25 there is a statute which says, if you put the money in Court in a

1 verdict in general damages, that stops the statutory interest
2 under that statute. In the case I'm citing now, the court said,
3 no, the statute under the eminent domain statute is different,
4 and it says specifically -- I don't have it in front of me -- it
5 quotes this statute controls and interest runs on the entire
6 amount, even if you put it in the court. The only way you can
7 stop the interest if it doesn't have the money.

8 THE COURT: What's the incentive, then, for an entity such
9 as Piedmont Natural Gas to put the money in the Clerk of Court's
10 office?

11 MR. WARD: Your Honor, that's not the issue. The issue is
12 what does the statute say. The statute is very specific; putting
13 the money in the Court doesn't stop any -- I'll tell you, the
14 answer to your question is, they can let the landowner have the
15 money and not appeal. But the Court specifically said, if you
16 appeal and put the money in Court, the interest continues to run
17 at the statutory rate.

18 THE COURT: All right. And I assume you're going to get me
19 that case citation that you're talking about?

20 MR. WARD: Yes, sir. I'll have it to you today.

21 THE COURT: All right.

22 MR. WARD: Had I ---

23 THE COURT: Had you known it, you would have had it here.

24 MR. WARD: I've got it in my office.

25 THE COURT: All right.

1 MR. WARD: And then the next thing on attorney's fees, Your
2 Honor.

3 THE COURT: All right. Anything else, Mr. Chambers, on the
4 interest issue?

5 MR. CHAMBERS: Yes, Your Honor, very briefly. I would think
6 in the alternative we would say that if we don't get credit for
7 the entire amount paid, it would be a credit for at least half
8 that amount, because that's what this statute allows to be drawn
9 out by statute. Of course, people do it by agreement all the
10 time. And I would just urge Your Honor to actually read the
11 Faulkenberry case as to what actually happened there; what was
12 going on there.

13 THE COURT: Absolutely.

14 MR. CHAMBERS: There was no agreement as to the amount of
15 just compensation. Basically there was the landowner had first
16 filed a challenge to their right to condemn the property. That
17 got settled. And then that's kind of how it moved along there.

18 THE COURT: All right. Mr. Chambers, let me ask, does
19 Piedmont Natural Gas disagree with the application for litigation
20 expenses?

21 MR. CHAMBERS: We agree that they are -- under the verdict
22 now they're entitled to apply for litigation expenses; that they
23 would be the prevailing party as that's defined in the statute.

24 THE COURT: All right.

25 MR. CHAMBERS: I have some issues about some of the things

1 here.

2 THE COURT: Are you prepared to examine Mr. Ward on these
3 amounts?

4 MR. CHAMBERS: Well, I mean, I could, or I could point out
5 some of the -- there's very few in the actual itemization that I
6 have an issue with. And if I could just point those out. I
7 could copy ---

8 MR. WARD: Your Honor, I apologize. I missed a step. Are
9 we talking about legal fees now and ---

10 THE COURT: I think we're talking about -- at least I'm
11 talking about litigation expenses.

12 MR. CHAMBERS: I mean, I think that the statute allows them,
13 but it's our position that they're not required and that there's
14 a -- it's discretionary with the Court. The Court cannot award
15 the legal fees or they can award less.

16 THE COURT: All right. But I'm talking about litigation
17 expenses only right now.

18 MR. CHAMBERS: Oh, expenses. Not attorney's fees?

19 THE COURT: No. I want to address each -- I want to address
20 interest separately, which we've already done. Now I want to
21 address litigation expenses. And then finally we're going to
22 address attorney's fees.

23 MR. CHAMBERS: Okay. Well, as far as what anyone has listed
24 as an expense, I don't have any type of -- I have no issue or
25 problem with any of the things they've itemized. Again, I do

1 have some argument about whether it should be awarded in this
2 case, just on the statute itself. But I do not have any issue or
3 problem with any of the itemized expenses.

4 THE COURT: Okay. All right. Now, before you sit down all
5 the way, let me ask you this. Is it your client's position that
6 the landowners are not entitled to any attorney's fees?

7 MR. CHAMBERS: I'm going to try.

8 THE COURT: Pardon?

9 MR. CHAMBERS: I'm going to try that, Your Honor.

10 THE COURT: All right. Is there a Plan B that we're also
11 going to argue?

12 MR. CHAMBERS: That it's discretionary to cut the amount of
13 attorney's fees.

14 THE COURT: Okay. So, Mr. Ward?

15 MR. WARD: Your Honor, with regard to legal fees for myself,
16 I've filed the appropriate affidavit and I cite the cases that
17 have controlled. And I have done an analysis based on those
18 cases. And I've complied with the statute in that I've provided
19 --- I've provided a Jackson analysis which I don't think is
20 required under the Revels case, but I did it anyway. And I've
21 given my hours I've spent. I would say this for the record; I've
22 spent a lot of time I didn't even record, going back and forth to
23 that property. Anyway, I'm here to answer any questions anybody
24 has. I can elaborate to the extent I need to.

25 THE COURT: And I note that you and Ms. Culbertson took this

1 on a contingency fee.

2 MR. WARD: Yes, sir.

3 THE COURT: So what amount of attorney's fees are you and
4 Ms. Culbertson requesting?

5 MR. WARD: I am requesting 119 -- 119.6 hours at five
6 hundred dollars per hour. That is \$59,500.00.

7 THE COURT: All right. Well, hold on, your rate has gone up
8 a hundred dollars an hour since your Affidavit was filed.

9 MR. WARD: No, I asked for lodestar, 25% lodestar, Your
10 Honor.

11 THE COURT: Well, I'm looking. It says I routinely charge
12 \$400.00 an hour for litigation.

13 MR. WARD: But my brief says I request a lodestar. And
14 that's the case -- that's right out of a Supreme Court of South
15 Carolina case, which I cite the Revels case; it's right out of
16 that case.

17 THE COURT: So how many dollars are you and Ms. Culbertson
18 requesting for attorney's fees?

19 MR. WARD: Well, that's the amount I'm requesting. We'll
20 let her speak to her own figure. But let me make one more
21 comment.

22 THE COURT: All right.

23 MR. WARD: The condemnors always argue that the contingency
24 fee doesn't control. You can't get it just because you did the
25 contingency. The Courts have said, yes, that is one factor. As

1 you stated, good for the goose, good for the gander. If you're
2 required to put in a lot more time reasonably than the one-third,
3 I think landowner attorneys are entitled to that, even if it's
4 more than the one-third. So with that said, I'm requesting
5 \$59,500.00, plus \$6,000.00 and something costs.

6 THE COURT: All right. Ms. Culbertson.

7 MS. CULBERTSON: Your Honor, I've also submitted an
8 application with my hours and expenses itemized. The Court is
9 correct; we do have a contingency fee agreement. Should the
10 Court decide not to go with the contingency fee, I have submitted
11 my hourly rate and requested a ---

12 THE COURT: I don't know that I have that, Ms. Culbertson.

13 MS. CULBERTSON: I'm sorry. I'll be glad to hand up my ...

14 MR. WARD: Your Honor, if I may interject, in my brief I
15 cite the amount of one-third as computed as \$111,000.00; is one-
16 third. But we don't think we're bound by that number.

17 MS. CULBERTSON: So, Your Honor, I've submitted a brief that
18 almost mirrors Mr. Ward's. It just also has my expenses and
19 hourly allocation of time, as well as my hourly rate and request
20 for lodestar of 1.25 ---

21 THE COURT: How many hours have you put into the case?

22 MS. CULBERTSON: And I just handed you my copy, but I think
23 it's 167 hours. And again, that's probably not comprehensive.
24 I've had the case since March of 2013; been working with the
25 family since that time.

1 THE COURT: All right. And your costs -- and I'm --
2 according to the Affidavit, 167.6 hours?

3 MS. CULBERTSON: Yes, sir, Your Honor. And my costs should
4 be itemized at about ---

5 THE COURT: \$2,218.51?

6 MS. CULBERTSON: Yes, sir.

7 THE COURT: So, Mr. Chambers, any questions of either
8 attorney relative to their fee requests?

9 MR. CHAMBERS: I did have some issues or some concerns about
10 some of Mr. Ward's -- some of the things I saw in his itemization
11 seem to include this separate action; what's referred to as the
12 equity action or partition action. And if you prefer that I ask
13 him questions about that, I can do it that way or I can just
14 point them out to the court.

15 THE COURT: Mr. Ward, if you can come around to the witness
16 stand.

17 MS. CULBERTSON: Yes, sir, absolutely.

18 THE COURT: Place your left hand on the Bible and raise your
19 right hand for me.

20 Do you swear to tell the truth, the whole truth and nothing
21 but the truth?

22 MS. CULBERTSON: I do.

23 THE COURT: Come around and have a seat, please, sir.
24 If you'll state your full name.

25 MR. WARD: David B. Ward.

1 DAVID B. WARD,

2 HAVING BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

3 DIRECT EXAMINATION

4 BY MR. CHAMBERS:

5 Q. Mr. Ward, do you have your attorney's fee affidavit up on
6 the stand with you?

7 A. Yes, sir.

8 Q. And on page three of your affidavit don't you state that ---

9 A. Could you speak up a little louder?

10 Q. I'm sorry. On page three of your affidavit you state that
11 the time I've devoted to the action solely involves establishing
12 that the landowners are entitled to additional compensation and
13 not to matters related to subsequent disbursal of the proceeds

14 ---

15 A. Yes, sir.

16 Q. --- by allocation of various landowners?

17 A. Yes, sir.

18 Q. Now, it's not -- your itemization is not numbered here, but
19 I see on the actual second page of your itemization ---

20 A. Give me the date, please.

21 Q. August 18th, 2014.

22 A. Yes, sir.

23 Q. It says, review of complaint, drafting partition return,
24 email. Does that refer -- and it says -- I'm sorry --

25 suggestions to Erin Culbertson 1.2 hours. Would that appear to

1 you to be something that has to do with the partition or equity
2 action?

3 A. It would.

4 Q. So I'm assuming that was a mistake when left on there?

5 A. It was all tied together. Let me address it. I have a
6 contingency fee contract in writing with Reverend Anderson, who
7 retained me and then I submitted that to Mrs. Culbertson, who
8 submitted a good number of her clients, and they all approved my
9 contingency fee and everything I directed toward the proceeds of
10 the condemnation action. In order to know who I represented and
11 who my clients were, I had to review the complaint that she was
12 drafting insofar as the separate partition action. I did not get
13 involved with it. I simply read it and reviewed it for purposes
14 of -- as it related to this matter. But it says I did review it.
15 I would say I've reviewed her draft of her complaint as to the
16 numerous parties involved and how it related to my being retained
17 by them; certainly, members of the parties. A lot of the people
18 were not represented, and I wanted to be certain that I was
19 representing a sufficient number to qualify so that the fee,
20 whatever it would be, would be under the common fund theory.
21 That is, if a fee is collected -- if a sum is collected on behalf
22 of clients that regard to your client pending, I wouldn't have a
23 right to make a claim against all the parties under the common
24 fund theory. So that relates to my employment and my pursuit of
25 this particular matter.

1 Q. Again, so it's your testimony, then, that that entry on
2 August 13th, 2014, review of complaint, that drafting partition
3 occurred and suggestions to Erin Culbertson, it's your testimony
4 that that is actually something that is involved with this
5 condemnation action?

6 A. My representation, yes, sir. I'm being hired by who I'm
7 representing and so forth. Yes, sir.

8 Q. But it's your testimony your review of the partition action
9 is included in your work on the condemnation action; correct?

10 A. Just that one hour of reviewing to determine who -- those
11 issues I've mentioned. Nothing further. I have no idea about
12 the partition action.

13 Q. And again, this is on your April 17th, 2015, it looks like
14 they're separate ---

15 A. April 17?

16 Q. Yes, sir. It's dated up there at the top of the page, April
17 17th, 2015. I'm looking at an entry for April 1st, 2015, review
18 of collateral pleadings concerning division of proceeds and
19 attorney's fees and costs, review of documents?

20 A. Eight hundred.

21 Q. Prepared by Erin in email?

22 A. What date does that say?

23 Q. The entry that I have here is dated 4/1/15.

24 A. I thought you said 17.

25 Q. I'm sorry. I would have a question for that, but ...

1 A. 4/1/15. Again, that relates to the same subject matter and
2 it's only three-tenths of an hour.

3 Q. So your testimony, again, that that review there had to do
4 with this condemnation action?

5 A. Yes, sir, my representation of the group I represented, yes,
6 sir.

7 Q. And then again, the same question for April 8th, 2015,
8 review of file copies of pleadings and supra allocation of
9 attorney's fees and costs.

10 A. Give me that date again.

11 Q. I'm sorry. April 8th, 2015.

12 A. April 8th?

13 Q. Yes, sir.

14 A. Yes, sir, the same. And again, my time on point to twelve
15 minutes. Same issue.

16 Q. And then it's your testimony that that is also having to do
17 with this condemnation action; is that correct?

18 A. Yes, sir. Because under the common fund theory, they're all
19 responsible for the legal fees. And since you're asking, as I
20 mentioned, I made my presentation, I have any number of hours I
21 didn't put down. I can't tell you how many times I visited the
22 property.

23 Q. But you're not trying to -- you're not seeking ---

24 A. But I'm not seeking anything for those times I didn't put
25 down; no, sir.

1 Q. And then going back to your itemization here; I think it's
 2 the first page of the actual itemization, down here on June 5th,
 3 2014 ---
 4 A. Wait a minute.
 5 Q. June 5th, 2014.
 6 A. Point one about email.
 7 Q. Right. Email and reference procedure.
 8 A. Is that 1/5/15?
 9 Q. 6/5/14.
 10 A. 6/5 ---
 11 Q. 14.
 12 A. That's a review of email from you, Mike Chambers, and linked
 13 emails and referenced procedure?
 14 Q. Yes?
 15 A. Okay.
 16 Q. When you talk about referenced procedure there, are you
 17 talking about the actual order of reference that had been filed
 18 at that time?
 19 A. No, sir. I think I was talking about procedure for trial,
 20 whatever we're going to do about -- and specifically we talked
 21 about -- I'm going to go off onto something else. But you recall
 22 shortly thereafter I sent you a letter indicating that my
 23 exhibits I wanted to introduce -- you never replied to it, by the
 24 way -- so I presume that's what it's -- it's determining
 25 procedure; not referenced with -- but procedure for trial.

1 Q. But you do recall you filed a motion to set aside the prior
2 order of reference we had in this case?

3 A. I don't know the date, but I remember doing it.

4 Q. And over here on the next page, it's got June 9th, 2014?

5 A. Okay.

6 Q. And you've got, review of condemnation statute file,
7 preparation of motion to set aside order of reference, filing and
8 serving motion. So you're claiming 2.2 hours for the --
9 everything having to do with your preparation of the motion to
10 set aside the order of reference; correct?

11 A. Apparently I talked to the attorneys, but I didn't record
12 who I talked to. Yeah.

13 Q. And again, there are some other ones here. I'm not going to
14 go through every single one, but there's a ton of inferences on
15 here for subsequent work on that motion to set aside the order of
16 reference; correct?

17 A. Well, yeah, I did that.

18 Q. And then I eventually note that the new landowners decide to
19 more or less withdraw that motion and let it go to reference?

20 A. What happened was, when I got involved there was no
21 appraisal on behalf of the landowners. And you were pressing to
22 go forward. And I objected because Mr. Anderson, my client,
23 wanted his interests protected, as well as those people
24 represented by Ms. Culbertson. I filed a motion for a -- to set
25 aside the reference because the parties are entitled to a jury

1 trial as a matter of law. After that I obtained an appraisal,
2 consulted with clients, consulted with Ms. Culbertson, and she
3 made the decision subsequently, after we were then ready for
4 trial, to refer it. And I'm deferring to Ms. Culbertson to make
5 that decision. You can ask her about that..

6 Q. Okay. But then you're asking the Court for -- to award you
7 attorney's fees for the time you spent having to do with the
8 motion to set aside the order of reference ---

9 A. Oh, yes, sir. But for which they had been rushed to
10 judgment, they wouldn't be in the position they're in now.

11 Q. And you did that to get some more time in; correct?

12 A. No, sir. I did that because they had a right to a jury
13 trial, and I insisted upon it; not to get more time. Subsequent
14 events turned out that Ms. Culbertson thought that we were in a
15 better position to go forward with a non-jury trial, and I
16 consented to it.

17 Q. And it's at that point that y'all withdraw your motion --
18 you withdrew your motion to set aside the order, order of
19 reference; correct?

20 A. I conceded to Mrs. Culbertson's direction as co-counsel;
21 yes.

22 Q. Thank you. No further questions.

23 THE COURT: Mr. McKee, any questions?

24 MR. MCKEE: None, Your Honor.

25 THE COURT: Ms. Culbertson?

1 MS. CULBERTSON: No, Your Honor.

2 THE COURT: Thank you, sir.

3 All right. Mr. Chambers, do you wish to call Ms.
4 Culbertson?

5 MR. CHAMBERS: I guess just very briefly, Your Honor.

6 THE COURT: All right. Ms. Culbertson, if you'll come
7 around, please.

8 Do you swear to tell the truth, the whole truth and nothing
9 but the truth?

10 MS. CULBERTSON: Yes, sir.

11 THE COURT: Come around and have a seat.

12 And if you would state your full name, please.

13 MS. CULBERTSON: Erin Culbertson, C-U-L-B-E-R-T-S-O-N.

14 ERIN CULBERTSON,

15 HAVING BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

16 DIRECT EXAMINATION

17 BY MR. CHAMBERS:

18 Q. Thank you, Ms. Culbertson. I believe in your affidavit you
19 listed in paragraph eight -- do you have your affidavit?

20 A. I do not, but I think I can probably answer without it.

21 Q. I'm sorry. Paragraph eight, I think you reference kind of
22 the general duties and things you've done here. But you
23 reference in there your -- a lot of your work done in the equity
24 proceedings?

25 A. Yes, sir.

1 Q. Correct?

2 A. That's correct.

3 Q. And you're trying -- when we talk about the equity
4 proceeding, you're talking about the supra quiet title; not the
5 condemnation act?

6 A. That's correct.

7 Q. But none of your itemized entries here have to deal with
8 that equity proceeding; correct?

9 A. That's correct.

10 Q. And you also talk about future duties and including
11 continuing to prosecute the effort of the equity proceeding to
12 its conclusion to effect the distribution of funds to the
13 landowner. Are you asking this Court to award you attorney's
14 fees for into the future?

15 A. Not as part of this application; no. I would point out,
16 however, that the condemnation statute anticipates that equity
17 proceeding as being necessary in cases such as this where there
18 is not clear title to the property and the statute awarding
19 attorney's fees under the condemnation proceeding does not limit,
20 by its own language, the award of attorney's fees to just the
21 condemnation proceeding.

22 Q. But again, they had ---

23 A. But that's not what I'm seeking in my affidavit.

24 Q. But it's your understanding, though, that the separate
25 proceeding that was in the condemnation action, that's done and

1 all the parties who are named do not agree in writing as to how
2 to divide the proceeds; correct?

3 A. And certainly in this situation where there's not clear
4 title to the property.

5 Q. At that point you would be dealing with a set amount to be
6 divided; correct?

7 A. Correct.

8 Q. So that's done after the amount of just compensation is
9 decided; is that your understanding?

10 A. Correct.

11 Q. I also believe, under paragraph eleven, you stated one of
12 the nature extending difficulties is the condemnor's refusal to
13 engage in meaningful settlement negotiations?

14 A. That's correct.

15 Q. Is it your understanding that that is something under South
16 Carolina law that is something that the Court -- that that is an
17 issue that is proper for a Court to consider; a situation where
18 it's trying to decide attorney's fees?

19 A. I'm sorry. Can you rephrase your question?

20 Q. Is that something that you think is appropriate for the
21 Court to consider, ---

22 A. Oh, I certainly think it ---

23 Q. --- the award of attorney's fees?

24 A. It was a factor in this matter; certainly.

25 Q. Wouldn't that be the case in every case that goes to trial

1 if you can't reach a settlement?

2 A. Yes.

3 Q. And would you agree with me that whether settlement
4 negotiations are meaningful or not is somewhat subjective type of
5 a ---

6 A. Of course.

7 Q. And would you also agree with me that this case is -- among
8 the many things that are unique about this case is the idea that
9 many of the landowners were not represented by counsel and would
10 not have been bound by any settlement?

11 A. I don't know that I agree with that statement, but that
12 certainly was a challenge, was the number of landowners.

13 Q. And why do you -- you set out your hourly rate and then you
14 asked the Court to actually multiply that hourly rate by 1.25.
15 What justification do you have for asking for that?

16 A. That's based on the Revels case that I cite.

17 Q. And it's your understanding that something in the Revels
18 case actually allows for that?

19 A. Yes.

20 Q. Thank you. I have no further questions.

21 THE COURT: Mr. McKee, any questions?

22 MR. MCKEE: None, Your Honor.

23 THE COURT: All right. Mr. Chambers, is there anything
24 else, then, for the record at this point?

25 MR. CHAMBERS: Yes, Your Honor, briefly, if I may. I'd just

1 like to hand up copies of the statute for attorney's fees and the
2 copy of the Revels case. I'd just hand that up.

3 MR. WARD: Your Honor, I have no objection to him passing
4 that up, but underlining part of statute in yellow is probably
5 not ...

6 THE COURT: I'll just take it as special emphasis from ---

7 MR. CHAMBERS: And I also underlined parts of the case, if
8 you will.

9 THE COURT: I have a problem with that.

10 MR. CHAMBERS: Your Honor, and I'm giving you a copy of the
11 statute in the Revels case. And I point out that the Revels case
12 doesn't say anything about, that I can see, about multiplying
13 your hourly rate to make it higher than it normally is. I just
14 don't see where that comes from.

15 And the Revels case, and again, I know Your Honor will read
16 it, but what it really says is the Court's analysis must focus on
17 the express terms of section 28-2-510, which is, of course, the
18 statute I've handed Your Honor. It makes reference to this
19 Layman case, which is another case that does not involve eminent
20 domain, but it says the Layman case is not controlling.
21 Basically, the Revels case says attorney's fees award under the
22 statute is based on a constellation of factors and must be
23 reflective of consideration of the amount of time the landowner's
24 counsel has expended on the case. The contingent fee arrangement
25 is not the sole element to consider, but it's still a significant

1 element. Contingency is not controlling or binding on the Court.
2 It's one factor. But a Court can decide the contingent fee is
3 reasonable -- is a reasonable fee, but it's not required to do so
4 under the statute or the Revels case.

5 The Revels case, again, it talks about the express terms of
6 the statute, which says that the Court may reduce the amount or
7 deny an award. The Court is authorized to award attorney's fees,
8 but it's not required to do so. If the Court finds an award is
9 warranted, if the Court then considers the itemized statement,
10 and the Court must evaluate the circumstances surrounding the
11 litigation to determine whether the award should be reduced.

12 So in other words, first the Court has to decide if an award
13 of attorney's fees is warranted. And then, if it does, then it
14 looks at the itemized statement and then it evaluates the
15 circumstances surrounding the litigation to determine whether the
16 award should be reduced. And I know that we're all used to doing
17 -- citing the Jackson case and the factors from the Jackson case
18 for attorney's fees, but the Court in SCDOT versus Revels says,
19 the Court is not required to conduct the Jackson evaluation
20 because there's no reference in the statute to those kind of
21 elements. And it says the statute -- given the statute's
22 silence, we emphasize that a Jackson evaluation is neither
23 required or forbidden. In other words, you can if you want to,
24 but you're not required to.

25 I point out here that in the contingent fee arrangement, and

1 I'm -- still I'm not exactly clear as to how they're trying to --
2 if they're trying to go for the hourly or the contingent fee.
3 But you have to point out as Mr. Ward pointed out that Mr. Ward
4 and Ms. Culbertson did not represent all the landowners. So I
5 don't really know if they would have a claim to say that they get
6 a percentage of something that goes to another landowner that
7 they do not represent.

8 Also, I believe it's pretty clear from their affidavits that
9 they would share a contingent fee; not that they would each get
10 one-third. In other words, they wouldn't get a two-thirds
11 contingent fee. I would point out to Your Honor that in this
12 case the award would not be justified because the condemnor's
13 position was substantially justified, as referenced in the
14 statute, that the appraisers were nearly identical with their
15 amounts for just compensation for the property taken for the
16 easement and the small strip that was severed. The stigma
17 damages is a new issue in South Carolina, completely unique and
18 novel. And we're justified in arguing that issue and having our
19 proof and fully litigating that issue.

20 Also, as goes to conduct, which I may have unduly and
21 unreasonably protracted the final resolution of this case, we
22 went through the jury/nonjury order of reference issue. And I
23 believe, you know, that slowed the case down. And I believe
24 we've heard testimony about having to have extra time and do that
25 sort of thing. And that is when the stigma issue was first

1 introduced in the case. So you take those factors into account,
2 we think first, the Court would be justified in finding that
3 there was no -- no award would be justified in this case, given
4 the circumstances. Secondly, also that the special circumstances
5 as I just mentioned would warrant that no award or reducing their
6 award.

7 And again, I would just point out that in Revels, I don't
8 see anything in Revels that says that you can -- that you take
9 your normal hourly rate and make that higher.

10 Bear with me one minute, please. Again, as I pointed out
11 from Mr. Ward's testimony, there are some items included in there
12 having to do with the partition action or the equity action. And
13 also, I don't think it would be appropriate for the -- to give
14 attorney's fees for having to do with the motion to set aside the
15 order of reference for a jury trial, which was later withdrawn.
16 And I don't think that it would be appropriate to award anything
17 for fees that would go beyond -- go past the trial of the case.

18 And again, I point out that Jackson -- again, whether or not
19 anyone engaged in what somebody considered meaningful settlement
20 discussions is something that is warranted or proper for the
21 Court to consider in making an award. And I would just point out
22 that you should apply the Revels case to the affidavits that have
23 been submitted. Thank you.

24 THE COURT: Mr. Ward, anything briefly for the record?

25 MR. WARD: Without going through this long torturous case

1 that he cited, the Revels case, what we concluded was that
2 attorneys did not submit an affidavit in a schedule that itemized
3 services rendered; the time sheets. That's what the Court says.
4 Final line is, given the Court's failure to correct the statutory
5 analysis and remand the matter, we instruct petitioner's counsel
6 to submit an itemized statement in compliance as counsel's
7 original affidavit failed to identify the fee charged and the
8 number of hours expended. That's what all the case says. And we
9 did exactly what this case says you're supposed to do; both of
10 us.

11 THE COURT: All right. Ms. Culbertson, anything else?

12 MS. CULBERTSON: No, Your Honor.

13 THE COURT: Mr. McKee?

14 MR. MCKEE: Nothing, Judge.

15 THE COURT: All right. Here's kind of where I am. First,
16 I'm going to deny the motion to reconsider. You know, Mr.
17 Chambers is a fine advocate; raises some good issues that are
18 better addressed by our appellate courts if petitioner wishes to
19 have that done. I am going to award the costs. I don't find any
20 objection on that. As far as on the interest, as well as the
21 attorney's fees, I'm taking those issues under advisement.

22 And Mr. Ward, if you could email over that case citation
23 that you wish to have submitted on the ---

24 MR. WARD: Sure. Yes.

25 THE COURT: --- issue of interest.

1 All right. I appreciate y'all coming over. Always good to
2 have good lawyers. Once I have a chance to study these other two
3 issues, I'll let y'all know.

4 MR. CHAMBERS: Thank you.

5 MS. CULBERTSON: Thanks, Judge.

6

7 (No Exhibits were presented)

8

9

10 -----END OF REQUESTED TRANSCRIPT OF RECORD-----

1 The undersigned, Danette P. Hanks, Court Reporter, Office of
2 Master in Equity for Greenville County, South Carolina do hereby
3 certify that the foregoing is a true, accurate and complete
4 Transcript of Record of all of the proceedings had and evidence
5 introduced in the hearing of the captioned case, relative to
6 appeal, before The Honorable Charles B. Simmons, Jr., as Master
7 in Equity for Greenville County, South Carolina on the 20th day
8 of July, 2015.

9 I do further certify that I am neither of kin, counsel, nor
10 interest to any parties hereto.

11 August 31, 2015

12
13 

14 Danette P. Hanks, CCR

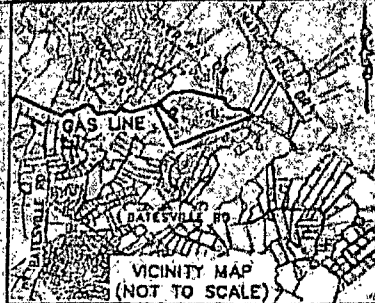
15 Certified Court Reporter
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AREA OF:	SQ. FT.	ACRE
PARCEL PER DECED/BIG	3,214,720	73.00
PROPOSED EASEMENT	100,074.1	2.022
TEMPORARY WORK SPACE	0.220	0.15

R371

07-1B-SP-1

RICK A. SETZER AND
SUE LYNN SETZER
DB: 48-71 PG: 319
PIN: 9-05-00-001-00



PROJECT LOCALIZED FROM
SCS MONUMENT "DRUM BEAT"
GRID COORDINATES
N: 1,100,248.04
E: 1,630,761.04

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	213.15	N 23°12'11" W	L15	183.34	N 49°20'43" E
L2	36.80	N 31°45'21" E	L16	134.17	N 78°23'46" E
L3	80.82	N 31°45'21" E	L17	88.58	S 49°20'43" W
L4	25.03	N 05°38'34" W	L18	50.00	S 49°20'43" W
L5	7.11	N 05°38'34" W	L19	44.73	S 49°20'43" W
L6	183.21	N 02°14'03" E	L20	31.23	S 49°20'43" W
L7	121.98	S 49°24'05" W	L21	20.10	S 70°18'25" W
L8	85.20	S 36°31'48" E	L22	82.23	S 70°18'25" W
L9	37.08	S 78°23'46" W	L23	50.00	S 49°39'17" E
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L11	44.32	S 31°13'14" E	L25	50.00	N 41°24'34" W
L12	28.82	S 29°03'51" E	L26	50.07	S 43°46'10" E
L13	25.53	N 29°03'51" W	L27	82.71	S 49°20'43" W
L14	10.39	N 70°18'35" E	L28	57.19	N 40°38'17" W

WILLIAM CHERRY
LIVINGSTON
DB: 1818 PG: 204
PIN: 0530060101200

07-1B-GR-2

RICHEOUS SMITH ET AL
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PIN: 0531010102100

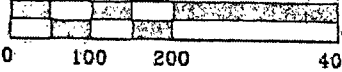
NOTES

- THIS IS NOT A BOUNDARY SURVEY OF THE LAND SHOWN HEREON. THE PURPOSE OF THIS SURVEY IS FOR RIGHT OF WAY EASEMENT ACQUISITION ONLY.
- THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. A TITLE SEARCH WAS NOT PROVIDED AT THIS TIME.
- FOR SOURCE OF TITLE REFER TO DEEDS AND PLATS REFERENCED HEREON.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- IT IS THE INTENT OF THIS MAP THAT THE EASEMENT SHALL CROSS THE ENTIRE PARCEL.

LEGEND

- COMPUTED POINT
- EASEMENT POINT
- IPF O IRON PIPE FOUND
- IRF O IRON ROD FOUND
- PROPERTY BOUNDARY BY DEED
- PROPOSED EASEMENT
- RIGHT OF WAY
- TEMPORARY WORK SPACE
- ADJOINER PROPERTY

SCALE 1" = 200'



THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE ESTABLISHED USING THE VIRTUAL REFERENCE NETWORK (VRN) AND TRIMBLE 5700/5800 RECEIVERS.

HORIZONTAL POSITIONS ARE REFERENCED TO NAD 83/NSRS (2007) VERTICAL POSITIONS ARE REFERENCED TO NAVD83 USING (GEOID09) COMBINED SCALE FACTOR: 1.0000280539; GEOID MODEL: GEOID09; UNITS: INTERNATIONAL FEET

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.

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

DANIEL E. SMITH, PLS

No. 27460

RIGHT OF WAY EASEMENT SURVEY PREPARED FOR
PIEDMONT NATURAL GAS COMPANY

EASEMENT TO BE ACQUIRED FROM OWNER:
RICHEOUS SMITH ET AL
ROCK RD

07-1B-GR-2

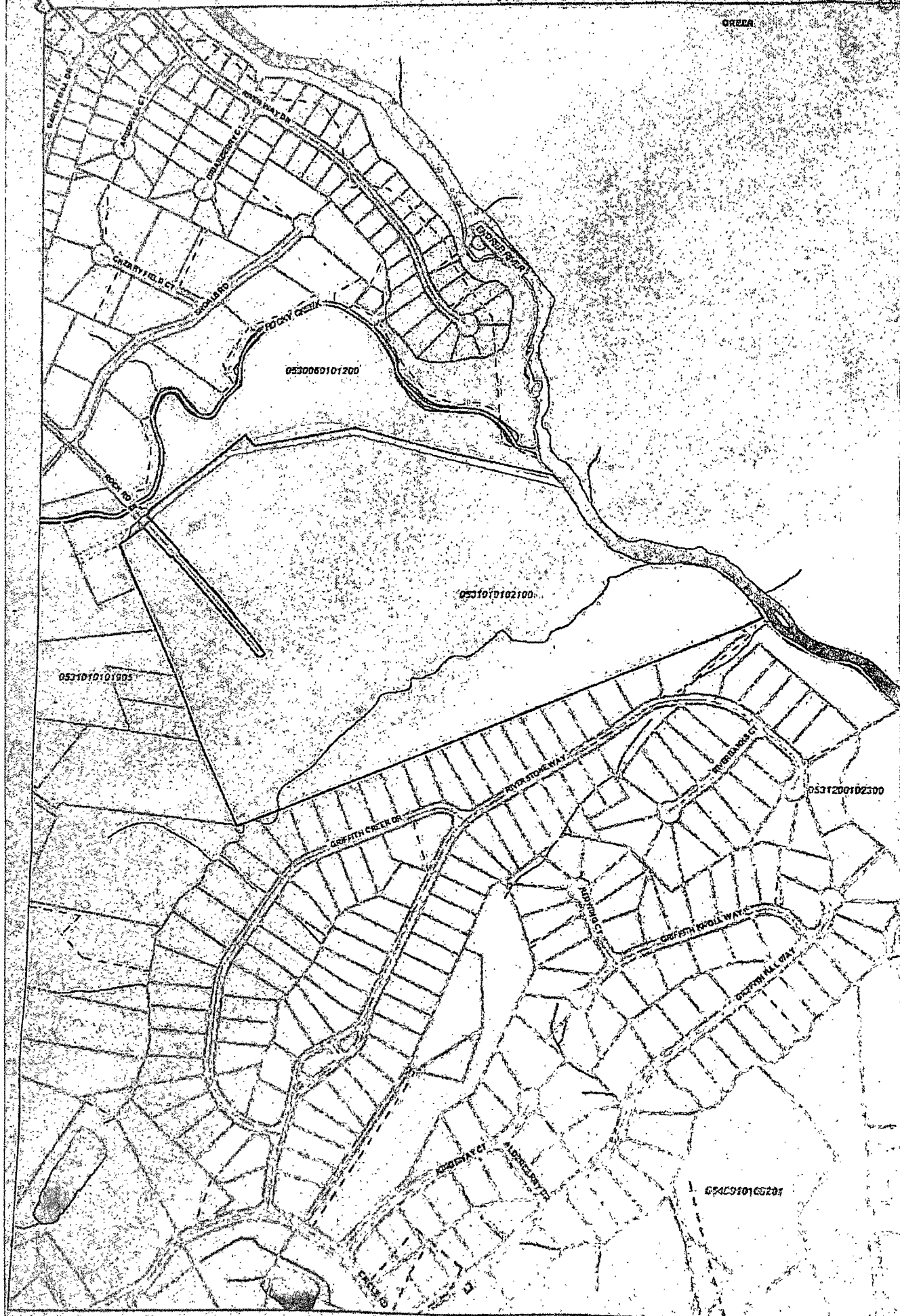
BUTLER TOWNSHIP
GREENVILLE COUNTY, SOUTH CAROLINA

MCKIM & CREED

ENGINEERS, PLANNERS, SURVEYORS
8020 TOWER POINT DRIVE
CHARLOTTE, NORTH CAROLINA 28227
PHONE (704) 841-2588
FAX (704) 841-2587

02/07/12

CHIEF

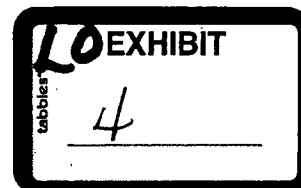


R373

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R374



2013072087 ESMT
4 PGS
Book DE 2430 Page 2351-2354
August 26, 2013 11 14 32 AM Cons \$105,000 00
Rec \$10 00 Cnty Tax \$115 50 State Tax \$273 00

FILED IN GREENVILLE COUNTY, SC

GRANT OF EASEMENT
TRANSMISSION

Return Recorded Document to
Sandy Ogint
Administrator Property Records
Piedmont Natural Gas Company, Inc
4720 Piedmont Row Dr
Charlotte, NC 28210

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
TAX ID # A PORTION OF 0530040101400

LINE NUMBER 07-1B
PARCEL NUMBER 07-1B-GR-12

THIS GRANT OF EASEMENT made this 16th day of August, 2013, from DAVID TAYLOR (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as GRANTEE)

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$, and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one or more pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Butler Township, Greenville County, South Carolina, as described in deed(s) recorded in Book 2357, page 4122, Greenville County Registry

The right of way herein granted is 50 feet wide and encompasses 0.69 acres, more or less, as shown on the attached survey dated June 25, 2012 by McKim & Creed and entitled "Right of Way Easement Survey Prepared for Piedmont Natural Gas Company, Easement to be Acquired from Owner David Taylor"

~~GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted,~~ including without limitation (1) free and full right of access to and from said right of way over and across the aforesaid land, (2) to keep said right of way cleared of trees, buildings, and other obstructions, and (3) to construct, install, operate, utilize, rebuild, remove, protect and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devices in conjunction with said gas facilities

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the South Carolina Utilities Commission, GRANTEE'S current encroachment specifications, and any federal, state, or local law, rule, or regulation, provided that GRANTOR and GRANTEE agree that (1) notwithstanding anything to the contrary herein, GRANTOR shall give written notification to GRANTEE and GRANTOR shall obtain written approval from GRANTEE prior to any activity as defined in items (2)-(7) of this paragraph, (2) the depth of said gas facilities below the surface of the ground shall not be reduced nor increased by grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4:1) ratio, (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the easement, (4) fences shall have minimum twelve (12) foot wide gate(s) (5) Removable pavers shall be installed along the

R375

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, Diane G. Chappell, a Notary Public of Greenville County, South Carolina, do hereby
certify that David B. Ward (First Witness) personally appeared before me this day and made oath
that he (she) saw the within named David Taylor, GRANTOR, sign, seal, and deliver the foregoing GRANT OF
EASEMENT, and that he (she) with Diane G. Chappell (Second Witness) witnessed the execution
thereof

Sworn to before me this 16th day of August, 2013.

Diane G. Chappell Sign
Notary Public

Diane G. Chappell Print

My Commission Expires 5-6-2015

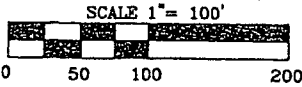
David B. Ward Sign
First Witness

Notary Seal

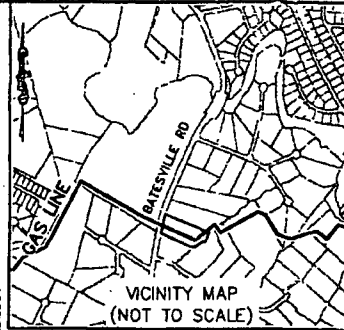
R376

AREA OF:	SQ. FT.	ACRE
PARCEL PER DEED/GIS	110,842	2.54
PROPOSED EASEMENT	30,141	0.69
TEMPORARY WORK SPACE	2,541	0.06

PROJECT LOCALIZED FROM
SCGS MONUMENT "DRUM BEAT"
GRID COORDINATES
N: 1,100,248.64
E: 1,630,761.04



LINE	LENGTH	BEARING
L1	50.83	N12°36'30"E
L2	18.30	S67°00'35"E
L3	50.83	S67°00'35"E
L4	56.66	S65°41'23"E
L5	45.70	N12°36'30"E
L6	5.09	N15°13'05"E
L7	50.60	S67°00'35"E
L8	50.83	S12°36'30"W
L9	42.82	S12°36'30"W
L10	6.35	N12°36'30"E
L11	27.38	N65°15'22"W
L12	26.49	N65°41'23"W



07-1B-GR-13
WAYNE CREEL AND
ELAINE T. CREEL
DB 1087 PG. 233
PIN 0530040101700

PROPERTY LINE
IS CENTERLINE
OF ROAD

TEMPORARY
WORKSPACE

07-1B-GR-11
DONALD R. KELLER, II
DB. 2261 PG. 834
PB. 37-P PG. 52
PIN: 0530040101401

07-1B-GR-12
DAVID TAYLOR
DB. 2357 PG. 4122
PB. WW PG. 135
PIN: 0530040101400

IRON PIPE FOUND
GROUND COORDINATES
N: 1096566.45
E: 1631680.50

JOHN A. COPELAND
DB. 1601 PG. 705
PIN 0530040101600

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2013072087 Book DE 2430 Page 2351-2354
August 26, 2013 11:14 32 AM

Timothy J. Hanney

TIE TO CL/CL INTERSECTION
OF BATESVILLE ROAD AND
LODGEWOOD TRAIL

TYPICAL EASEMENT
LAYOUT (NTS)

IRON ROD FOUND
GROUND COORDINATES
N 1096293.09
E 1632649.12

PROPERTY LINE IS
CENTER OF BRANCH

WILLIAM R. BARTON AND
MAMIE L. BARTON
DB. 677 PG. 117
PIN: 0530040101101

NOTES.

- THIS IS NOT A BOUNDARY SURVEY OF THE LAND SHOWN HEREON. THE PURPOSE OF THIS SURVEY IS FOR RIGHT OF WAY EASEMENT ACQUISITION ONLY.
- THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. A TITLE SEARCH WAS NOT PROVIDED AT THIS TIME.
- FOR SOURCE OF TITLE REFER TO DEEDS AND PLATS REFERENCED HEREON.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- IT IS THE INTENT OF THIS MAP THAT THE EASEMENT SHALL CROSS THE ENTIRE PARCEL.

LEGEND

- ✕ COMPUTED POINT
- EASEMENT POINT
- IPF ○ IRON PIPE FOUND
- IRF ○ IRON ROD FOUND
- PROPERTY BOUNDARY BY DEED
- - - PROPOSED EASEMENT
- R/W --- RIGHT OF WAY
- - - TEMPORARY WORK SPACE
- ADJOINER PROPERTY

THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE ESTABLISHED USING THE VIRTUAL REFERENCE NETWORK (VRN) AND TRIMBLE 5700/5800 RECEIVERS

HORIZONTAL POSITIONS ARE REFERENCED TO NAD 83/NSRS (2007)
VERTICAL POSITIONS ARE REFERENCED TO NAVD88 USING (GEOID09)
COMBINED SCALE FACTOR: 1.0000280539; GEOID MODEL: GEOID09;
UNITS: INTERNATIONAL FEET

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.

DANIEL E. SMITH, PLS

No 27460

RIGHT OF WAY EASEMENT SURVEY PREPARED FOR
PIEDMONT NATURAL GAS COMPANY

EASEMENT TO BE ACQUIRED FROM OWNER:

DAVID TAYLOR
BATESVILLE ROAD

07-1B-GR-12

BUTLER TOWNSHIP
GREENVILLE COUNTY, SOUTH CAROLINA



McKIM & CREED

ENGINEERS, PLANNERS, SURVEYORS
8020 TOWER POINT DRIVE
CHARLOTTE, NORTH CAROLINA 28227
PHONE (704) 841-2588
FAX (704) 841-2567

06/25/12

EXHIBIT
2 Photos
5

R377



R378



R379



2012083633

ESMT
4 PGS

Book DE 2413 Page 1844-1847

October 10, 2012 03:09 43 PM Cons \$130,000 00
Rec \$10 00 Cnty Tax \$143.00 State Tax \$338 00

FILED IN GREENVILLE COUNTY, SC

GRANT OF EASEMENT
TRANSMISSION

Sandy Ogint
Administrator Property Records
Piedmont Natural Gas Company, Inc
4720 Piedmont Row Dr.
Charlotte, NC 28210

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
TAX ID # 0530040101700

LINE NUMBER 07-1B
PARCEL NUMBER 07-1B-GR-13

THIS GRANT OF EASEMENT made this 10th day of October, 2012 from
WAYNE CREEL AND ELAINE T CREEL (hereinafter designated as GRANTORS), to PIEDMONT NATURAL GAS
COMPANY, INC, (hereinafter designated as GRANTEE)

WITNESSETH

That GRANTORS, for and in consideration of the sum of \$ _____ and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one (1) pipeline for the transportation of natural gas under, upon, over, through, and across the land of GRANTORS (or in which GRANTORS have interest) situated in **Butler Township, Greenville County, South Carolina**, as described in deed(s) recorded in Book 1087, page 233, Book 1087, page 236, Book 1087, page 253, and Book 1120, page 147, **Greenville County Registry**

The right of way herein granted is 50 feet wide and encompasses 1.31 acres, more or less, as shown on the attached survey dated **September 7, 2012**, by **McKim & Creed** and entitled "Survey for Piedmont Natural Gas Company, Inc., across lands of **Wayne Creel and Elaine T. Creel**".

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from said right of way over and across the aforesaid land, (2) to keep said right of way cleared of trees, buildings, and other obstructions, and (3) to construct, install, operate, utilize, rebuild, remove, protect and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devices in conjunction with said gas facilities. Following the installation of the pipeline, GRANTEE shall not erect, install or maintain any above ground facilities upon or within the right of way. The aforementioned pipeline shall not exceed a maximum pressure of 1,000 psig. The aforementioned pipeline shall be buried at least five (5) feet below the surface of GRANTORS' property.

GRANTORS reserve the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the South Carolina Utilities Commission, GRANTEE'S current encroachment specifications, and any federal, state, or local law, rule, or regulation, provided that GRANTORS and GRANTEE agree that: (1) notwithstanding anything to the contrary herein, GRANTORS shall give written notification to GRANTEE and GRANTORS shall obtain written approval from GRANTEE prior to any activity as defined in items (2)-(7) of this paragraph; (2) the depth of said gas facilities below the surface of the ground shall not be reduced nor increased by

R380

grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4 1) ratio, (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the easement; (4) fences shall have minimum twelve (12) foot wide gate(s) (5) Removable pavers shall be installed along the entire length and width of the pipeline easement in paved parking areas, (6) improvements shall not adversely affect, in GRANTEE'S sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of GRANTEE'S facilities and GRANTEE shall not be liable for damages to said future improvements installed within said right of way, (7) landscaping on the right of way shall be limited to lawn grasses and shrubs which have a maximum mature height of four (4) feet, (8) buildings, storage sheds, mobile homes, wells, septic tanks, and/or related drain fields, absorption pits, detention ponds, irrigation systems (except crossing), sprinkler heads, swimming pools, ponds, lakes, erosion control sediment traps, underground vaults, burial grounds, explosives or flammable materials, fires of any type, fire hydrants, catch basins, air strips, electrical transformers or enclosures, utility poles, dumpsters, trash, uprooted stumps, boulders, rubble, building materials, junk or inoperable vehicles, satellite signal receiver systems, or other obstructions are prohibited within said right of way; (9) GRANTORS shall not: (a) interfere with GRANTEE'S access or maintenance to its facilities, or (b) endanger the safety of GRANTORS, GRANTEE, or the general public; (10) GRANTEE is limited herein to the installation, operation and maintenance of one (1) twelve (12) inch natural gas pipeline only. Grantee shall not install any additional pipeline(s) without the express consent of Grantors or their heirs, assigns or successors. GRANTEE may not use the easement or right of way for any other purpose, nor shall GRANTEE grant any further easement or rights of way herein to any third parties, and (11) all facilities installed by GRANTEE shall be and remain the property of GRANTEE and may be removed by it at any time and from time to time. If GRANTEE abandons the right of way, then GRANTEE shall remove the natural gas pipeline, and all remnants thereof, and shall perform clean-up and removal of the site.

GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTORS both inside and outside said right of way on the above-referenced land caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained. GRANTEE shall provide adequate erosion control with the right of way. GRANTEE shall indemnify GRANTORS from claims, losses or damages for injury to persons or damage to any property, directly and solely caused by GRANTEE's willful misconduct or negligent construction or operation of the pipeline. GRANTEE shall not be obligated to indemnify GRANTORS from any claims, demands or causes of action that are directly or indirectly caused by, impacted by, or occasioned by the actions, omissions, negligence, or willful or intentional misconduct of GRANTORS, GRANTORS' agents or any third party.

To have and to hold said right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, perpetually and continuously. GRANTORS expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein. All terms and conditions of this Grant of Easement are expressly binding upon any assignee of GRANTEE, and any such assignee is required to strictly comply with said terms and conditions.

GRANTORS hereby bind(s) GRANTORS and GRANTORS' heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by GRANTORS, as of the date first above written.

GRANTOR(S)

By

Wayne Creel Sign
Wayne Creel

Elaine T. Creel Sign
Elaine T. Creel

R381

First Witness

Michael S. Chambers Sign
Michael S. Chambers Print

Second Witness

Peggy B. Payne Sign
Peggy B. Payne Print

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

I, Peggy B. Payne, a Notary Public of Greenville County, South Carolina, do hereby
 certify that Michael S. Chambers (First Witness) personally appeared before me this day and made oath
 that he (she) saw the within named Wayne Creeland GRANTORS, sign, seal, and deliver the
 foregoing GRANT OF EASEMENT, and that he (she) with Elaine T Creel Peggy B. Payne (Second Witness)
 witnessed the execution thereof

Sworn to before me this 10th day of October, 2012

Michael S. Chambers Sign
 First Witness

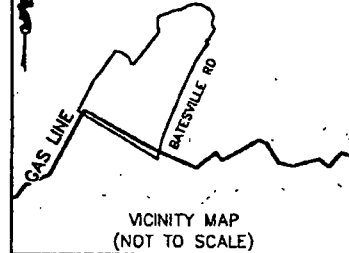
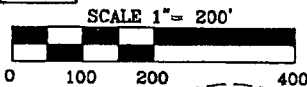
Peggy B. Payne Sign
 Notary Public
Peggy B. Payne Print
 My Commission Expires: March 3, 2018

Notary Seal

R382

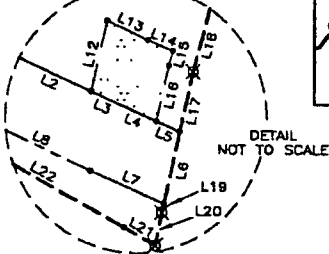
AREA OF:	SQ. FT.	ACRE
PARCEL PER DEED/GIS	1,428,332	32.79
PROPOSED EASEMENT	57,071	1.31
TEMPORARY WORK SPACE	2,552	0.06

PROJECT LOCALIZED FROM
SCGS MONUMENT "DRUM BEAT"
GRID COORDINATES
N: 1,100,248.84
E: 1,630,761.04



TIMOTHY W. GRESHAM AND
DEBORAH B. GRESHAM
DB. 1300 PG. 898
PB. 14-M PG. 87
PIN: 0530040101801

IRON PIPE FOUND
GROUND
COORDINATES
N: 1097320.85
E: 1630760.29



07-1B-GR-13

WAYNE CREEL &
ELAINE T. CREEL
DB. 1087 PG. 233
PIN: 0530040101700

PROPOSED 50' PIEDMONT
NATURAL GAS EASEMENT

07-1B-GR-14
JOAN D. LEAPHART
REVOCABLE TRUST
DB. 2369 PG. 1136
PB. 44-H PG. 27
PIN: 0530040101708

FREDERICK R. THOENNES
DB. 2205 PG. 1092
PIN: 0530040101707

JAMES D. HENSON AND
LEIGH ANN HENSON
DB. 2336 PG. 2351
PIN: 0530040101708

TEMPORARY WORK SPACE

PROPERTY LINE IS
CENTERLINE OF ROAD

SEE
DETAIL

07-1B-GR-12

DAVID TAYLOR
DB. 2357 PG. 4122
PIN: 0530040101103

JOHN A. COPELAND
DB. 1601 PG. 705
PIN: 0530040101600

LINE	LENGTH	BEARING
L1	20.67'	N69°41'52"E
L2	78.39'	S65°18'08"E
L3	22.18'	S65°18'08"E
L4	28.79'	S67°00'35"E
L5	18.30'	S67°00'35"E
L6	50.83'	S12°36'30"W
L7	56.99'	N67°00'35"W
L8	80.60'	N65°18'08"W
L9	22.71'	S69°41'52"W
L10	69.54'	N61°22'34"W
L11	50.00'	N28°48'50"E
L12	51.13'	N12°36'30"E
L13	32.14'	S65°18'08"E
L14	19.38'	S67°00'35"E
L15	10.82'	S15°13'05"W
L16	39.93'	S12°36'30"W
L17	42.82'	N12°36'30"E
L18	95.15'	N15°13'05"E
L19	6.35'	S12°36'30"W
L20	23.12'	S11°24'22"W
L21	25.67'	N61°28'32"W
L22	134.98'	N61°22'34"W

TIE TO CL/CL INTERSECTION
OF BATESVILLE ROAD AND
LODGEWOOD TRAIL

LYLE DEAN KUPER AND
DEBORAH S. KUPER
DB. 1718 PG. 358
PB. 17-W PG. 30
PIN: 0530040101709

NOTES:

- THIS IS NOT A BOUNDARY SURVEY OF THE LAND SHOWN HEREON. THE PURPOSE OF THIS SURVEY IS FOR RIGHT OF WAY EASEMENT ACQUISITION ONLY.
- THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. A TITLE SEARCH WAS NOT PROVIDED AT THIS TIME.
- FOR SOURCE OF TITLE REFER TO DEEDS AND PLATS REFERENCED HEREON.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- IT IS THE INTENT OF THIS MAP THAT THE EASEMENT SHALL CROSS THE ENTIRE PARCEL.

LEGEND

- COMPUTED POINT
- EASEMENT POINT
- IPF O IRON PIPE FOUND
- IRF O IRON ROD FOUND
- PROPERTY BOUNDARY BY DEED
- PROPOSED EASEMENT
- TEMPORARY WORK SPACE
- ADJOINER PROPERTY

THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE ESTABLISHED USING THE VIRTUAL REFERENCE NETWORK (VRN) AND TRIMBLE 5700/5800 RECEIVERS.

HORIZONTAL POSITIONS ARE REFERENCED TO NAD 83/NSRS (2007) VERTICAL POSITIONS ARE REFERENCED TO NAVD88 USING (GEOID09) COMBINED SCALE FACTOR 1.0000280533, GEOID MODEL GEOID09; UNITS: INTERNATIONAL FEET

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.

DANIEL E. SMITH, PLS

No 27460

RIGHT OF WAY EASEMENT SURVEY PREPARED FOR
PIEDMONT NATURAL GAS COMPANY

EASEMENT TO BE ACQUIRED FROM OWNER:
WAYNE CREEL & ELAINE T. CREEL
735 BATESVILLE ROAD

07-1B-GR-13

BUTLER TOWNSHIP
GREENVILLE COUNTY, SOUTH CAROLINA

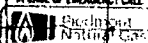
MCKIM & CREED

ENGINEERS, PLANNERS, SURVEYORS
8020 TOWER POINT DRIVE
CHARLOTTE, NORTH CAROLINA 28227
PHONE (704) 841-2588
FAX (704) 841-2567

09/07/12

R383

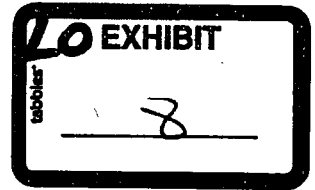
LO EXHIBIT
2 Photos
7

CAUTION
HIGH PRESSURE
NATURAL GAS
NO SMOKING
NO TRESPASSING
IN CASE OF EMERGENCY CALL

GIVE THE BELOW NOTED
INFORMATION / DESIGNATION WHEN YOU CALL
1-800-432-8420

R384

CAUTION
DO NOT ENTER
NO DRIVING
NO TRAILING
NO LOADING
NO UNLOADING
NO PARKING
NO STOPPING

R385



2012074818 ESMT
4 PGS
Book DE 2411 Page 5124-5127
September 12, 2012 03 46 20 PM Cons \$217,000 00
Rec \$10 00 Cnty Tax \$238 70 State Tax \$564 20
FILED IN GREENVILLE COUNTY, SC

GRANT OF EASEMENT
TRANSMISSION

Return Recorded Document to
Sandy Ogint
Administrator Property Records
Piedmont Natural Gas Company, Inc
4720 Piedmont Row Dr
Charlotte, NC 28210

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
TAX ID # 0547030100300

LINE NUMBER 07-1B
PARCEL NUMBER 34

THIS GRANT OF EASEMENT made this 7TH day of SEPTEMBER, 2012, from
Huskey Construction Company, Inc., a South Carolina corporation (hereinafter designated as GRANTOR), to
PIEDMONT NATURAL GAS COMPANY, INC. (hereinafter designated as GRANTEE)

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one or more pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Butler Township, Greenville County, South Carolina, as described in deed(s) recorded in Book 899, page 451 and Book 352, page 359, and Plat Book 4-H, page 27, Greenville County Registry

The right of way herein granted is 50 feet wide and encompasses 2.29 acres, more or less, as shown on the attached survey dated 8/30/12 by McKim and Creed and entitled "Right of Way Easement Survey Prepared for Piedmont Natural Gas Company", across lands of Huskey Construction Company, Inc.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation (1) free and full right of access to and from said right of way over and across the aforesaid land, (2) to keep said right of way cleared of trees, buildings, and other obstructions, and (3) to construct, install, operate, utilize, rebuild, remove, protect and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devices in conjunction with said gas facilities

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the South Carolina Utilities Commission, GRANTEE'S current encroachment specifications, and any federal, state, or local law, rule, or regulation, provided that GRANTOR and GRANTEE agree that (1) notwithstanding anything to the contrary herein, GRANTOR shall give written notification to GRANTEE and GRANTOR shall obtain written approval from GRANTEE prior to any activity as defined in items (2)-(7) of this paragraph, (2) the depth of said gas facilities below the surface of the ground shall not be reduced by grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4:1) ratio, (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the easement, (4) fences shall have minimum twelve (12) foot wide gate(s) (5) Removable pavers shall be installed along the entire length and at a width of 10 feet centered over the pipeline in paved parking areas, (6) improvements shall not adversely affect, in GRANTEE'S sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of GRANTEE'S facilities and GRANTEE shall not be liable for damages to said future improvements installed within said right of way, (7) landscaping on the right of way shall be limited to lawn grasses and shrubs which have a maximum mature height of four (4) feet, (8) buildings, storage sheds, mobile homes, wells, septic tanks, and/or related drain fields, absorption pits, detention ponds, irrigation systems (except crossing), sprinkler heads, swimming pools, ponds, lakes, erosion control sediment traps, underground vaults, burial grounds, explosives or flammable materials, fires of any type, fire hydrants, catch basins, air strips, electrical transformers or enclosures, utility poles, dumpsters, trash, uprooted stumps, boulders, rubble, building materials, junk or inoperable vehicles, satellite signal receiver systems, or other obstructions are prohibited within said right of way, (9) GRANTOR shall not (a) interfere with GRANTEE'S access or maintenance to its facilities, or (b) endanger the safety of GRANTOR, GRANTEE, or the general public, (10) GRANTEE reserves the right to construct future pipelines within said right of way and GRANTOR shall not interfere with or object to the construction of said future pipelines, and (11) all facilities installed by GRANTEE shall be and remain the property of GRANTEE and may be removed by it at any time and from time to time

R386

GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained

Piedmont Natural Gas Company, Inc. agrees to hold harmless the GRANTORS, its successors and assigns, from any liability, loss or cause of action arising from personal injury, death or property damage resulting from the construction, installation, operation, utilization, inspection, rebuilding, removal or maintenance of the facilities or gas pipelines described herein, if such loss or cause of action resulted solely from negligence, willful actions, or otherwise tortuous act of GRANTEE or GRANTEE's agents, servants, contractors or employees

To have and to hold said right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, perpetually and continuously GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein

GRANTOR hereby bind(s) GRANTOR and GRANTOR'S heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever

R387

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by GRANTOR, as of the date first above written

GRANTOR

Huskey Construction Company, Inc.
a South Carolina corporation

By [Signature] Sign

B.B. HUSKEY Print

Title Member / Manager ☒ President ☐ (Circle One)

First Witness

[Signature] Sign
CRAIG L. LONG Print

Second Witness

[Signature] Sign
VICTOR K. HUSKEY Print

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

I, M A THOMPSON, a Notary Public of GREENVILLE County, South Carolina, do hereby certify that CRAIG L. LONG (First Witness) personally appeared before me this day and made oath that he (she) saw the within named B.B. HUSKEY Member / Manager / President (Circle One) of Huskey Construction Company, Inc., a South Carolina corporation, GRANTOR, sign, seal, and as the act and deed of the corporation deliver the foregoing GRANT OF EASEMENT, and that he (she) with VICTOR K. HUSKEY (Second Witness) witnessed the execution thereof

Sworn to before me this 7 day of September, 2012

[Signature] Sign
Notary Public

M A THOMPSON Print

My Commission Expires Aug 18 2014

[Signature] Sign
First Witness



R388

AREA OF:	SQ. FT	ACRE
PARCEL PER DEED/GIS	914,760	21.00
PROPOSED EASEMENT	99,535	2.29
TEMPORARY WORK SPACE	215	0.01

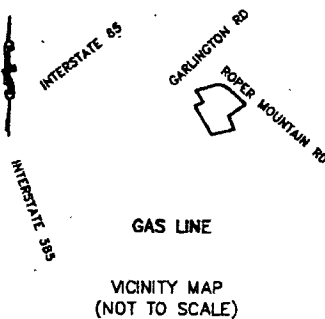
PROJECT LOCALIZED FROM
SCGS MONUMENT "DRUM BEAT"
GRID COORDINATES
N: 1,100,248.64
E: 1,630,761.04

NOTES:

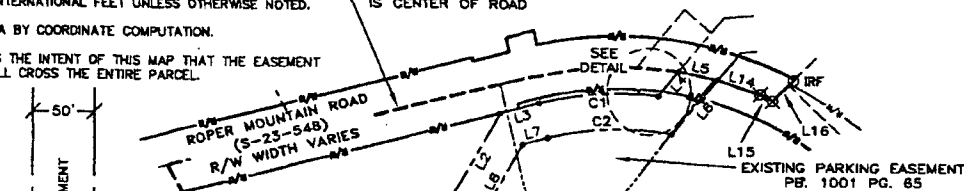
- THIS IS NOT A BOUNDARY SURVEY OF THE LAND SHOWN HEREON. THE PURPOSE OF THIS SURVEY IS FOR RIGHT OF WAY EASEMENT ACQUISITION ONLY.
- THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. A TITLE SEARCH WAS NOT PROVIDED AT THIS TIME.
- FOR SOURCE OF TITLE REFER TO DEEDS AND PLATS REFERENCED HEREON.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FEET UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- IT IS THE INTENT OF THIS MAP THAT THE EASEMENT SHALL CROSS THE ENTIRE PARCEL.

07-1B-GR-33.1

JIMMY G. BRIGHT
DB. 1594 PG. 206
PB. LL PG. 160
PIN: 0533030101316



PROPERTY LINE
IS CENTER OF ROAD



07-1B-GR-34

HUSKEY CONSTRUCTION CO., INC.
DB. 899 PG. 451
DB. 352 PG. 359
PB. 4-H PG. 27
PIN: 0547030100300

LINE	LENGTH	BEARING
L1	220.58'	N58°43'58"E
L2	139.57'	N30°34'54"E
L3	57.85'	N75°34'54"E
L4	45.19'	N40°24'30"E (TOTAL)
L5	57.08'	S78°24'16"E
L6	100.24'	S40°24'30"W
L7	37.14'	S75°34'54"W
L8	131.39'	S30°34'54"W
L9	183.12'	S38°43'38"W
L10	156.40'	N78°36'24"E
L11	51.73'	S26°13'58"E
L12	204.74'	S78°36'24"W
L13	91.26'	N78°36'24"E
L14	63.49'	S71°27'58"E
L15	19.70'	S62°40'48"E
L16	41.19'	N46°05'18"E
L17	20.59'	S78°36'24"W
L18	8.42'	S40°24'30"W
L19	8.82'	N40°24'30"E

07-1B-GR-35

GENERAL ELECTRIC COMPANY
DB. 824 PG. 536
PB. 000 PG. 115
PIN: 0547030100100

LEGEND

- COMPUTED POINT
- EASEMENT POINT
- CONCRETE MONUMENT FOUND
- IRON PIPE FOUND
- IRON ROD FOUND

- PROPERTY BOUNDARY BY DEED
- PROPOSED EASEMENT
- EASEMENT AS DESCRIBED
- RIGHT OF WAY
- TEMPORARY WORK SPACE
- ADJOINER PROPERTY

THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE ESTABLISHED USING THE VIRTUAL REFERENCE NETWORK (VRN) AND TRIMBLE 5700/5800 RECEIVERS.

HORIZONTAL POSITIONS WERE REFERENCED TO NAD 83/NSRS (2007) VERTICAL POSITIONS ARE REFERENCED TO NAVD88 USING (GEOID09) COMBINED SCALE FACTOR: 1.0000280539; GEOID MODEL: GEOID09; UNITS: INTERNATIONAL FEET

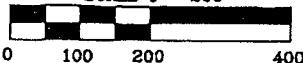
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

DANIEL E. SMITH, PLS

No. 27460

CURVE	LENGTH	RADIUS	CHORD BRC.	CHORD DIST.
C1	170.74'	470.00'	S85°59'20"W	169.81' (TOTAL)
C2	178.63'	420.00'	S87°45'57"W	177.29'
C3	30.63'	477.00'	N84°52'40"W	30.63'
C4	30.87'	470.00'	N85°29'08"W	30.86'

SCALE 1" = 200'



RIGHT OF WAY EASEMENT SURVEY PREPARED FOR
PIEDMONT NATURAL GAS COMPANY

EASEMENT TO BE ACQUIRED FROM OWNER:
HUSKEY CONSTRUCTION CO., INC.
ROPER MOUNTAIN ROAD

07-1B-GR-34

BUTLER TOWNSHIP
GREENVILLE COUNTY, SOUTH CAROLINA



McKIM & CREED
ENGINEERS, PLANNERS, SURVEYORS
8020 TOWER POINT DRIVE
CHARLOTTE, NORTH CAROLINA 28227
PHONE (704) 841-2588
FAX (704) 841-2567

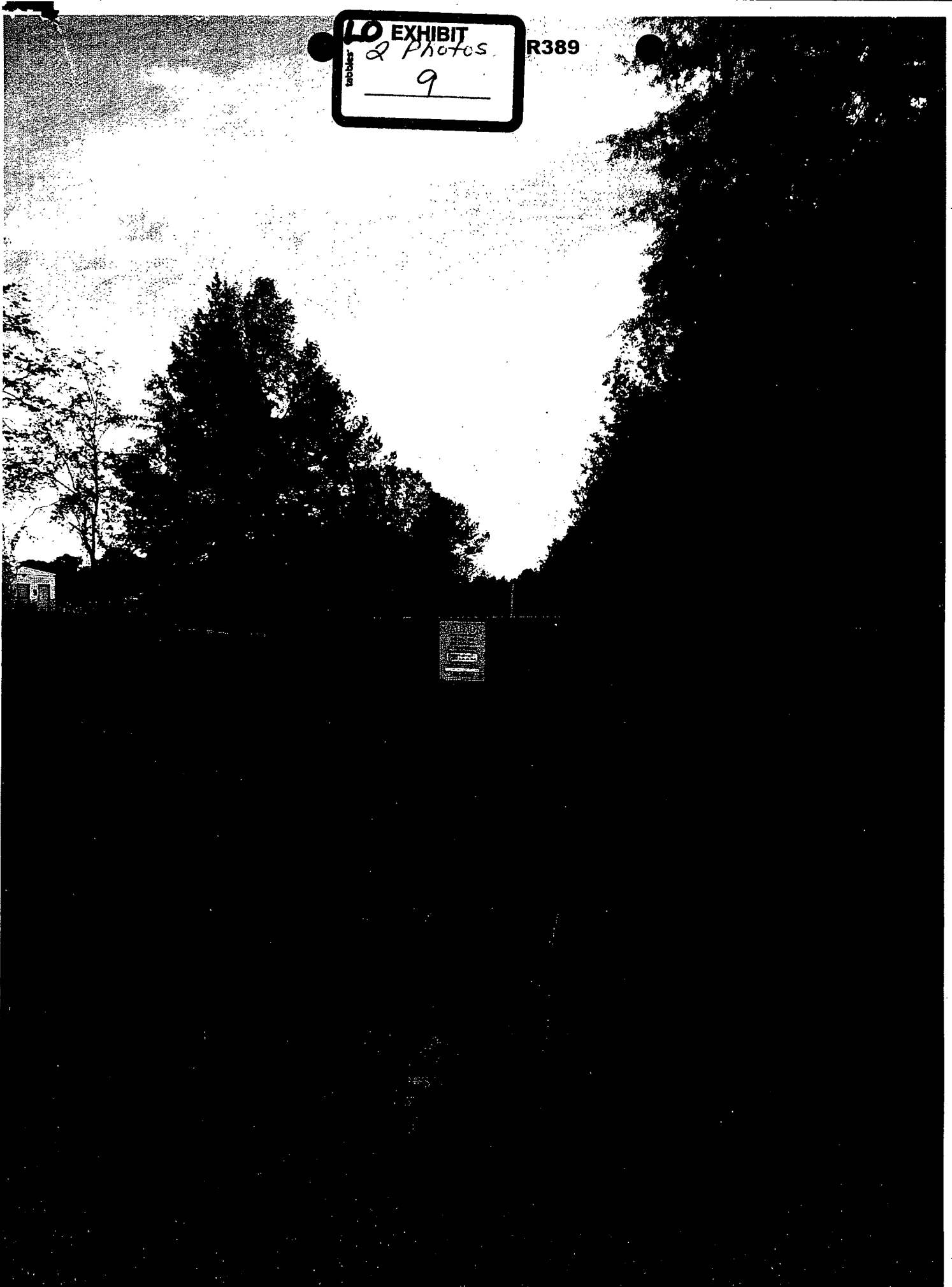
09/06/12

FILED FOR RECORD IN GREENVILLE COUNTY SC ROD
2012074818 Book: 06 2411 Page: 5124-5127
September 12, 2012 03:46:20 PM

Timothy J. Harvey
SCGPS (GRID)
NAD 83/NSRS2007

LO EXHIBIT
2 Photos
tabbles
9

R389



R390



EXHIBIT
6 Photos
10

R391



CAUTION

HIGH PRESSURE

NATURAL GAS

NO SMOKING

NO TRESPASSING

IN CASE OF EMERGENCY CALL



**Piedmont
Natural Gas**

**GIVE THE BELOW NOTED
INFORMATION / DESIGNATION WHEN YOU CALL**

1-800-432-8420

R393

CAUTION



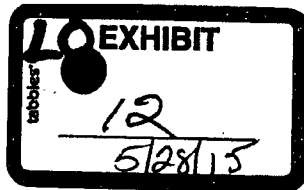
Piedmont
Natural Gas

R394

R395



R396



R398

DEED 69-P PAGE 0146

DEED 69-P PG 146

BLOCK MAP REFERENCE No.: 2-57-00 P/O 079.00

MAR 17 PM 2:51

STATE OF SOUTH CAROLINA

ADDRESS OF GRANTEE:

PO Box 3522
SPARTANBURG, SC 29304 452725

COUNTY OF SPARTANBURG

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Robert S. Mason and Alice C. Mason, in consideration of One Hundred Forty Two Thousand Five Hundred and No/100 Dollars (\$142,500.00), the receipt of which is hereby acknowledged, has (have) granted, bargained, sold, and released, and by these presents, do(es) grant, bargain, sell and release unto White and Associates, Inc., its successors and assigns forever:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as 28.50 acres, more or less, as shown on plat prepared for White & Associates, Inc. dated March 10, 1999 to be recorded herewith in the RMC Office for Spartanburg County, S.C. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being a portion of the same property conveyed to Robert S. Mason and Alice C. Mason by deed of James E. Mason, a/k/a J.E. Mason dated October 25, 1976 and recorded in Deed Book 44-C, Page 745, RMC Office for Spartanburg County, S.C.

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

TO HAVE AND TO HOLD all and singular the said premises before-mentioned unto the said Grantee(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 the said premises unto the Grantee(s) and the Grantee's(s') heirs (or successors) and assigns, against the Grantor(s) and the Grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

WITNESS the Grantor's(s') hand(s) and seal(s) this 17th day of March, 1999.

SIGNED, Sealed and Delivered
in the Presence of:

[Signature]
[Signature]

[Signature] (SEAL)
Robert S. Mason

[Signature] (SEAL)
Alice C. Mason

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF SPARTANBURG

PERSONALLY APPEARED the undersigned witness and made oath that (s)he saw the within-named grantor(s) sign, seal and as grantor's(s') act and deed deliver the within-named Deed, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

[Signature]

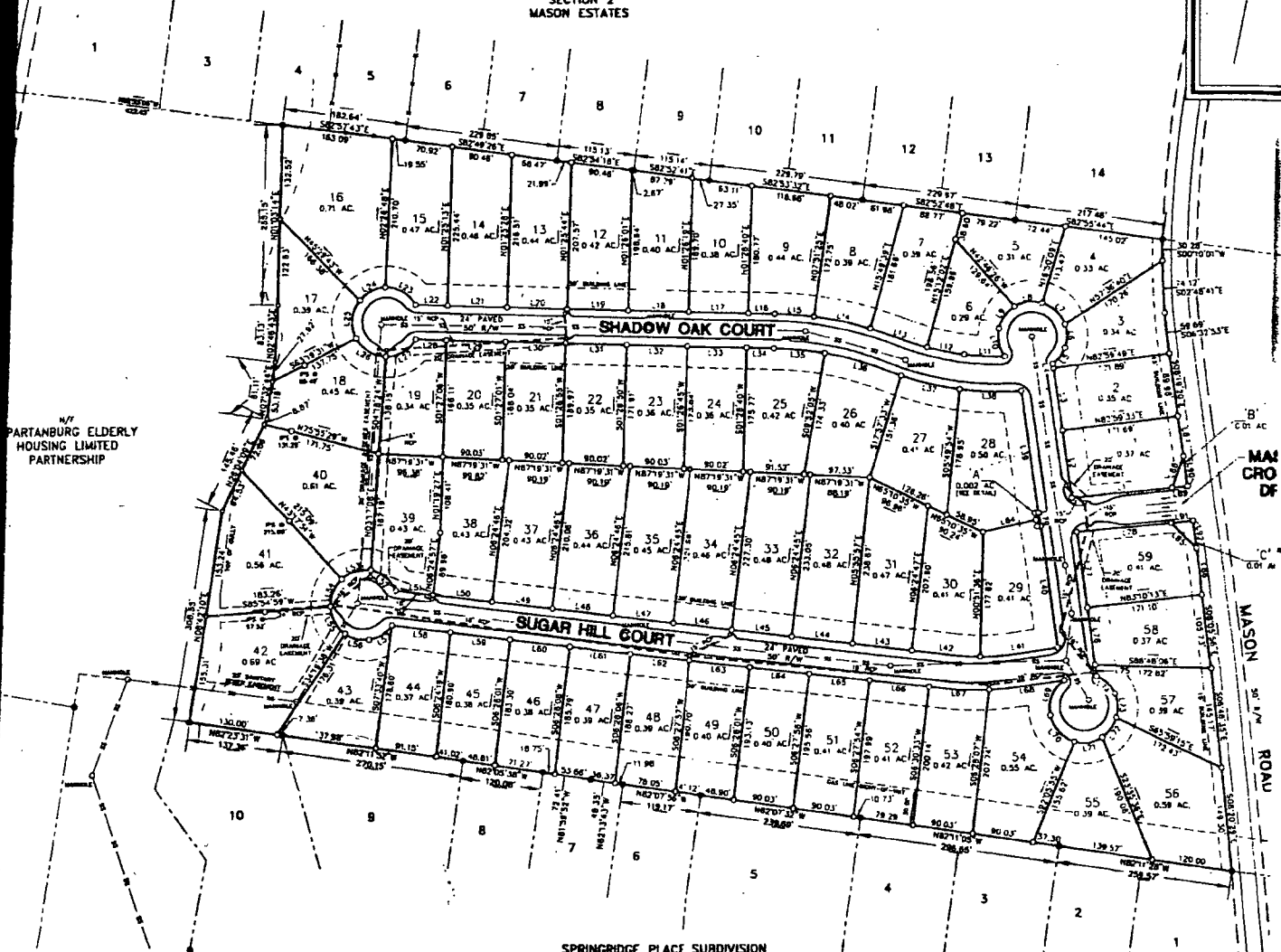
SWORN to before me this 17th day
of March, 1999.

[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires 4-22-2002

RECORDED
99 MAR 17 PM 3:10
SPARTANBURG, S.C.

PLAT-148PG188

SECTION 2
MASON ESTATES



CERTIFICATE OF ACCURATE SURVEY:

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/10,000 AS SHOWN HEREON AND THE AREA(S) ARE DETERMINED BY THE D.M.D. METHOD OF AREA CALCULATION.

REFERENCE: DEED BOOK:
PLAT BOOK:
BLOCK MAP:

I ALSO CERTIFY THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY SUBDIVISION REGULATIONS.

Neil R. Phillips
NEIL R. PHILLIPS & COMPANY, INC.

29038
SOUTH CAROLINA SUBDIVISION INC.

CERTIFICATE OF APPROVAL FOR RECORDING:

I THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION PLAT HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN THE SPARTANBURG COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING AND DEVELOPMENT COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF MESA CONVEYANCE.

Christy J. Price
CHIEF CLERK, PLANNING COMMISSION
SPARTANBURG COUNTY PLANNING AND DEVELOPMENT COMMISSION

JUL 06 2000

DEVE
WHITE & ASSOCIATES
P.O. BOX 100
SPARTANBURG, SC 29101

's Crossing

BEING THE SAME PORTION OF PROPERTY AS SHOWN IN PLAT BOOK 43, PAGES 548-549.

ALL LOTS ARE SUBJECT TO A 8 FT. DRAINAGE AND UTILITY EASEMENT ALONG ALL SIDE & REAR LOT LINES UNLESS HEREON SHOWN LANDER. ALL LOTS ARE SUBJECT TO A 10 FT. UTILITY EASEMENT ALONG ALL FRONTS OF LOTS. ALL LOTS ON MASON ROAD ARE SUBJECT TO A 11 FT. LANDSCAPE AND UTILITY EASEMENT ON REAR LOT LINES. LOTS NO. 1 AND 30 ARE SUBJECT TO A 10 FT. LANDSCAPE EASEMENT ALONG SIDE LOT LINES NEAREST TO MASON'S CROSSING DRIVE.

LOCATION: NEAR BOILING SPRINGS	
COUNTY: SPARTANBURG	STATE: SOUTH CAROLINA
DATE: 28 OCT. 1999	BLK. MAP: 2-57-00
SCALE: 1" = 100'	PARCEL: 78
NEIL R. PHILLIPS & COMPANY, INC.	

I HEREBY CERTIFY TO:
THAT TO THE BEST OF MY KNOWLEDGE, IF HEREON WAS MADE IN ACCORDANCE WITH THE MANUAL FOR THE PRACTICE OF LAND SURVEYING EXCEEDS THE REQUIREMENTS OF A CLASS

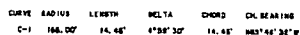


EXHIBIT
13

R401

GALLARD ROAD ROAD 11-1304

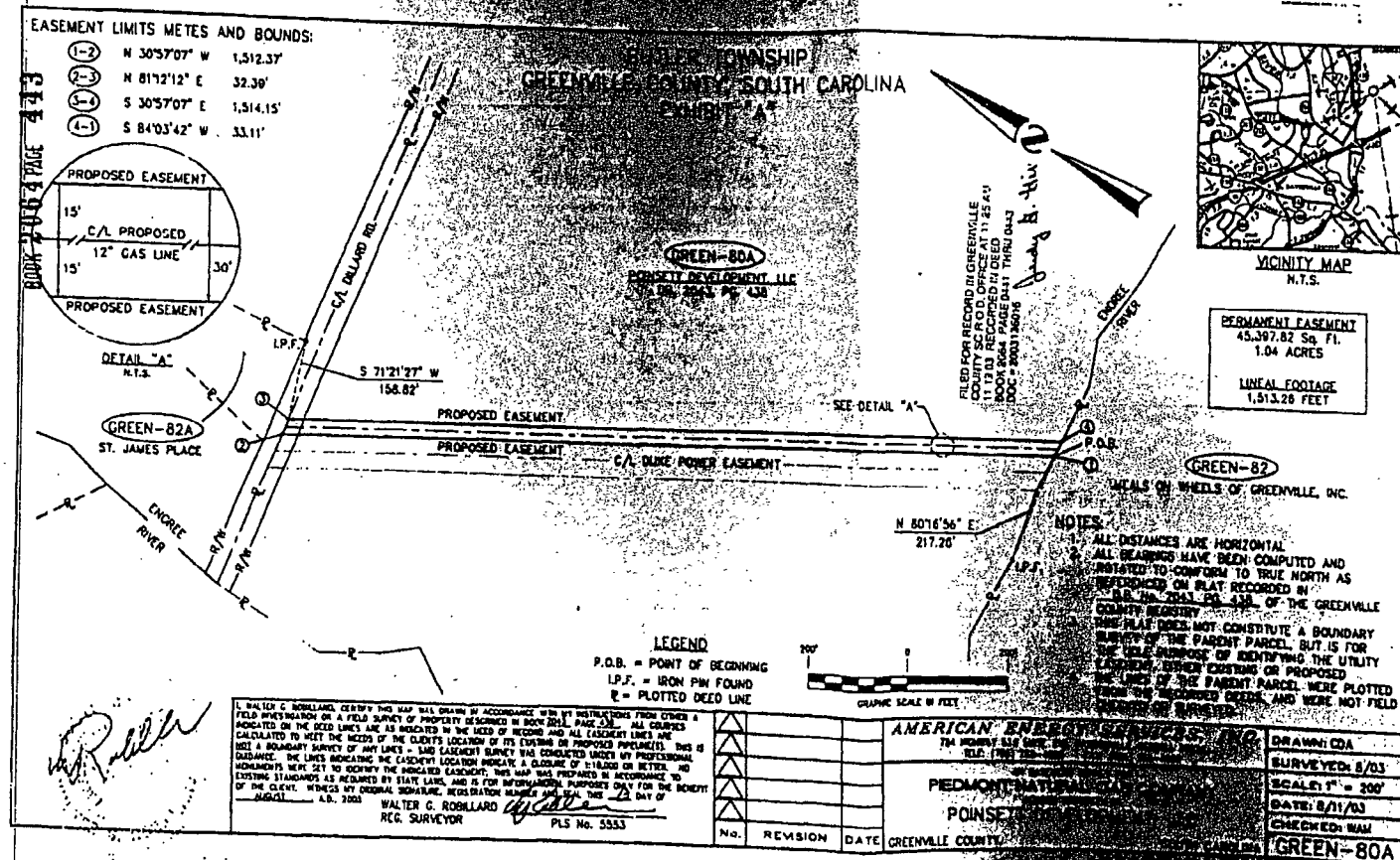
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50-R-11 11114

NOT A MAP (TOWN) 11114 11114 11114

EXHIBIT
14



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Circuit Court Judge

Case No. 2012-CP-23-04064
Appellate Case No. 2015-001909

Piedmont Natural Gas Company, Inc., ...Appellant/Respondent,

v.

Richeous Smith, Worthly Smith a/k/a Worley Smith, Pearl Terry, Ethel Butler, Tweety Smith a/k/a Tweety Smith Harris, Doreth Smith, Fletcher Lee Harris, Alma Williams Smith, James R. Smith, Loree Smith, Gene A. Smith, Adolf Smith, Janie Sue Smith, Samuel Paul Smith, Ruby Smith Mansell, Buford Mansell, Ethel Mae Smith, Wilson Smith, Patrick R. Smith, Reginald Lamont Smith, Eric Smith, Christine Smith Dawkins, William G. Dawkins, Alma Renee Smith Murry, Sharai Smith Brock, Robert Lee Smith, Melissa F. Smith, Rosalyn Annette Steven, Edith Smith Foster, George Waymon Foster, Bridgette Smith Blassingame, Tara Smith, Waymon Odell Smith, Martha Miller Smith, Calvin Lee Smith, Reece W. Smith, Raymond Eddie Smith, Michael Smith, Odell Smith, Dorothy Smith Pearson, Gary Pearson, Jerome Smith, Jaygo Terry, Ida Terry, Mack Terry, Zone Terry, Leola Terry Smith, James Smith, J.P. Terry, David Brayvell Terry, Ettie Pearl Booker, Tecora O. Terry Mason, Odell Mason, Lenora Holley, Dorothy Terry Sheppard, Orangelee Sheppard, Vernon Sheppard, Kasandra Sheppard Jenkins, Karen Sheppard Spates, Theodore Terry, Sr., Gracie Terry, Kelvin F. Terry, Theodore Terry, Jr., Keith Terry, Leola Terry Daniels, Wilford Daniels, Terrance Leslie, Sr., Derrick McGee, Jr., Fred Smith, Jr., Mannell Terry, Patricia Terry, Sheila Terry, Barbara Evans, Leonard Evans, Linda Evans, Thomas Evans, Johnny R. Williams, Connie Evans, Michael Evans, Iola Terry Cox, William Henry Cox, Johnny F. Cox, Joyce A. Smith, Anthony Cox, Alfred Cox, J. Henry Cox, Charlette J. Cox, Charles J. Cox, Michael Cox, Supearl Terry Gilliam a/k/a Supearl Terry Gilliam Miranda, Eugene Gilliam, Terry Gilliam, Jerry Gilliam, Warren Gilliam, Eugene Gilliam, Jr., Melvin Gilliam, Rodney Gilliam, Cindy Gilliam, Shakima Gilliam, Carmella Cottom, Nina Gilliam, Vermell Gilliam Phillips, Shaynise Alston, John Gilliam, Donald Gilliam, Sr., Leunette Gilliam, Donnette Gilliam Ortchere, Leslie Gilliam Peter, Angela Gilliam, Donald E. Gilliam, Raymond T. Gilliam, Juan Miranda, Carmen Miranda a/k/a Carmen Miranda Glavin, John Glavin, Sr., John Glavin, Jr., Miranda Glavin, Jeffrey Glavin, Yolanda Glavin, Ezell Terry, Magaline Terry, Leroy Terry, Kenneth Terry, James (Jimmy) Terry, Pearlie Mae Terry, Winnie L. Terry Anderson, Furman Anderson, Tommy Anderson, Abigail Dodd, Angela Reid, Sandra McDowell, Harold Anderson, Mary Ann Davis, Charlene Peake, Albert

Anderson, Paul Terry, Betty Jo Terry, Donald E. Terry, Deloris I. Terry, Paul A. Terry, Mark G. Terry, Terry Sholer, Jamie Terry, James O.C. Smith, Pauline Smith, Gloria Gore, Paul Smith, Ethel Allen, Desiree Golden, Pauline Workman, Brenda Moulhem, and if any of the aforementioned be deceased, then their heirs, successors, devisees, distributees, Administrators, Executors and Personal Representatives, and any party claiming by or through them, Landowners,

and

The United States of America, acting by and through its agency, the Internal Revenue Service; The United States of America, acting by and through its agency the United States Department of Justice, The South Carolina Department of Revenue, The South Carolina Department of Mental Health, The State of South Carolina, Bullhead Investments, LLC; Arrow Financial Services, LLC, Sharonview Federal Credit Union, Discover Bank, Zachery Arnold, GE Commercial Finance Business Property Corporation, Midland Funding, LLC, and Greenville County, Other Condemnees,

and

John Doe and Mary Roe, being fictitious names used to represent all persons and condemnees whose true names are not known, including the heirs, successors, devisees, distributees, Administrators, Executors and Personal Representatives of any of the above named Landowners and Other Condemnees who may be deceased; and also all Condemnees whose names are not known, including heirs, infants, persons under disability and persons who may be in Military service, who claim, or may claim, an interest in the property being condemned, and also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the Condemnation Notice and Tender of Payment herein, said property being identified as a portion of Greenville County Tax Map Numbers 053101010200 and 0531010102101,
.....Unknown Claimants,

Of whom Ethel Allen, Shaynise Alson, Harold Anderson, Tommy Anderson, Bridgette Smith Blassingame, Sharai Smith Brock, Carmella Cottom, Alfred Cox, Mary Ann Davis, William G. Dawkins, Abigail Dodd, Linda Evans, Michael Evans, Thomas Evans, Chavonte Gilliam, Cindy Gilliam, Derrick Gilliam, Donald E. Gilliam, Jr., John L. Gilliam, Lakisha Gilliam, Latonya Gilliam, Leunette Gilliam, Mattie M. Gilliam, Nina Gilliam, Raymond TI Gilliam, Rodney Gilliam, Shakima Gilliam, Warren Gilliam, Desiree Golden, Gloria Gore, Lenora Holley, Kasandra Sheppard Jenkins, Terrance Leslie, Sr., Sandra McDowell, Derrick McGee, Jr., Brenda Moulhem, Alma Rene Smith Murry, Charlene Peake, Leslie Gilliam Peter, Angela Reid, Orangelee Sheppard, Vernon Lee Sheppard, Charles Terry Sholer, Calvin Smith, Eric Smith, Fred Smith, Jr., Gene A. Smith, James R. Smith, Joyce A. Smith, Loree Smith, Martha Miller Smith, Patrick Smith, Paul Smith, Reginald Lamont Smith, Tara Smith, Karen Regenia Spates, Rosalyn Annette Steven, Betty Jo Terry, Donald E. Terry, Deloris I. Terry, Gracie Terry, Jamie Terry, Keith Terry, Kelvin F. Terry, Leroy Terry, Mark G. Terry, Paul Terry, Jr., Theodore Terry, Jr., Porsha Williams, and Pauline Workman are the,
.....Respondents/Appellants,

and

Unknown landowners, Reece W. Smith, Raymond Eddie Smith, Michael Smith, Odell Smith, United States of America and the United States of America, acting by and through its Agency, the Internal Revenue Service, Midland Funding, LLC, Sharonview Federal Credit Union, SC Department of Revenue, County of Greenville, Arrow Financial Services, LLC, SC Dept. of Mental Health, SC Attorney General, and Bullhead Investments, LLC, Zachery Arnold, Ettie Pearl Booker, Ira K. Carol, Johnny F. Cox, Wilford Daniels, Angela Gilliam, Bianca S. Gilliam, Demetrius J. Gilliam, Jerry Gilliam, Kehimonnie S. Gilliam, Terry Gilliam, John Glavin, Jr., John Glavin, Sr. Jeffrey Glavin, Miranda Glavin, Yolanda Glavin, Terrance Leslie, Terrell Leslie, Tearia Leslie, Donnette Ortchere, Jerome Smith, Melissa F. Smith, Michael Smith, James (Jimmy) Terry, Patricia Terry, Pearlie Mae Terry, and Sheila Terry are the, ... Respondents.

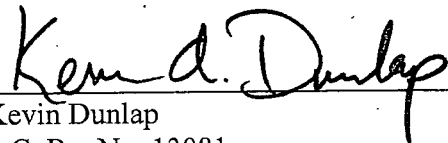
CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

RECEIVED

JUN 17 2016

SC Court of Appeals



Kevin Dunlap
S.C. Bar No. 13081
Parker Poe Adams & Bernstein LLP
100 Dunbar Street, Suite 206
Spartanburg, South Carolina 29306
(864) 591-2030
kevindunlap@parkerpoe.com

Attorney for Appellant/Respondent