

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM COLLETON COUNTY  
Court of Common Pleas

Doyet E. Early, III, Circuit Court Judge  
Trial Court Case No. 2010-CP-15-00247

Appellate Case No.: 2016-000477

Ted A. Nettles and Janell B. Nettles,

Appellants,

v.

Sylvester Guess Drew, Jr., Debra Drew,  
and Colleton County,

Respondents.

RECORD ON APPEAL

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State of South Carolina  
County of Colleton

Court of Common Pleas

Ted A. Nettles and )  
Janell B. Nettles, )  
 )  
Plaintiffs, )  
v. )  
 )  
Sylvester Guess Drew, Jr. )  
and Debra Drew )  
and Colleton County, )  
 )  
Defendants.)

Transcript of Record  
2010-CP-15-00247

November 10, 2015  
Aiken, South Carolina

B E F O R E:

The Honorable Dayet A. Early, III, Judge.

A P P E A R A N C E S:

Thomas Nelson, Esquire  
Attorney for the Plaintiffs

A. Parker Barnes, Esquire  
Attorney for the Defendants Drew

Bethanie K. Creppon  
Circuit Court Reporter

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WITNESS

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(No Exhibits.)

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E X H I B I T S

NO.

DESCRIPTION

ID.

EVD.

(No Witnesses.)

1           (The following proceedings were held November  
2           10, 2015.)

3           THE COURT: Mr. Nelson?

4           MR. NELSON: Yes, sir..

5           THE COURT: You have a motion to reconsider?

6           MR. NELSON: Yes; sir. Thank you, Judge. You  
7           know, you heard this case a couple months ago. It  
8           was a day-and-a-half trial. You signed an order --  
9           had the parties draft competing orders, and you, for  
10          the most part, with very little modification, signed  
11          the order drafted by Mr. Barnes. And we filed the  
12          motion for several reasons; one, we've got to  
13          reserve certain things that weren't addressed in the  
14          order, weren't raised in the -- or ruled upon in the  
15          order. And I just would like to go over some of  
16          these things and go over why we think we should  
17          prevail in this case.

18                 As you know, this is about getting access down  
19                 a dirt road. It goes between -- the road that is  
20                 needed to get to my client's property goes between  
21                 parcels on the south by Debra Drew and on the north  
22                 by Sylvester Scooter Drew. It's about 500 feet of  
23                 access that we're looking for, and that's not an  
24                 exact number.

25                 In the order, it never explained or never made

1 a ruling regarding why the Drews owned a portion of  
2 the road that they're purporting is blocked. I  
3 believe they'd have to do it one of two ways; one,  
4 they'd have to show color of a title through deeds  
5 and whatnot -- there are no deeds that grant them  
6 this portion of the road -- secondly, they'd have to  
7 have it through adverse possession.

8 Again, they did not make a good showing on how  
9 they could have adversely possessed that road for  
10 several reasons; one, my clients' predecessors in  
11 title were the Simmons heirs who owned the property  
12 for over 100 years. They used that road to get to  
13 and from their house since before anybody in this  
14 case was even born. At one point they did cease to  
15 live on the west side of the gate, but they still  
16 lived in the area on the east side of the gate.  
17 They still had uses of the property; for example,  
18 they stored cows and things like that. And despite  
19 Mr. Drew putting a gate, up he never excluded them,  
20 which is one of the important elements for adverse  
21 possession.

22 He put a gate up and there wasn't much more  
23 than that that he did to stop the Millers from  
24 getting to their property. Even after the gate went  
25 up, they still stored cattle back there and whatnot.

1 And I don't believe they made any showing of how  
2 they adversely possessed the property. So if they  
3 don't own the property through adverse possession or  
4 color of title, they can't put a gate up.

5 One of the modifications Your Honor made to the  
6 order says, to me, that you were concerned -- or  
7 that my clients had some information that was some  
8 red flags, they should not have bought the property  
9 prior to purchasing it. One, I don't think  
10 that's -- I think that's of little consequence  
11 because I think my clients bought exactly what the  
12 Millers owned. And the Millers had a right to get  
13 down that road to get to their property. Simply  
14 because there might have been some perceived red  
15 flag, my clients -- I mean, they have all rights of  
16 access and all easements that came along with that  
17 property.

18 I don't think they really needed an easement  
19 because I think it's a public road, which we could  
20 get into if Your Honor would like to hear it. So --

21 THE COURT: You got 15 minutes, so whatever you  
22 want to tell me.

23 MR. NELSON: Thank you.

24 Secondly, before my clients bought the  
25 property, regarding these red flags that I think

1       went to Your Honor's consideration, the Drews never  
2       told my clients or never expressed to them and  
3       there's no evidence in the record that, hey, we're  
4       not going to let you get to your property down this  
5       road, we've got a gate here. But any time my  
6       clients wanted to access it, they were provided a  
7       key. Any sort of red flags or notices came after  
8       there was a purchase.

9               And I think equity would prevent them from  
10       trying to assert that after allowing my clients, who  
11       had researched this property for months -- I mean,  
12       they had interactions with the Drews for months, and  
13       there was never any sort of clear or -- in my  
14       opinion, there wasn't really any notice that they  
15       weren't going to be able to get down that gate -- or  
16       get through that gate and get to their property.

17              THE COURT: You don't think all of the  
18       professionals they had involved in the case gave  
19       them ample notice that there was a problem?

20              MR. NELSON: There was some e-mails; some  
21       before and some after the purchase. But one of the  
22       ones was an e-mail from my clients' lawyer, and it  
23       referenced a conclusory statement. The lawyer was  
24       not called here to testify. It was a conclusory  
25       statement about what a title search showed. There

1 was no basis as to why that lawyer had that opinion.

2 As you know, Ms. Nettles testified extensively  
3 as to the amount of research she did on this  
4 property, and everything was pointing at that it was  
5 a county road, actually, at the time. There's some  
6 discrepancies, there's some ancient maps, there's  
7 county records, there's county maps, everything  
8 that's pointing at this being a county road. Just  
9 because one lawyer made some statement in an e-mail  
10 that my client received, I don't think that is  
11 enough to deny them access to their property at this  
12 point, especially when the Drews, as the adverse  
13 party in this case didn't do anything to indicate  
14 that they were not going to allow them access.

15 So I think my clients should be entitled to  
16 access their property down that road. And we get  
17 there through several theories. You know, we went  
18 through the different easements with Your Honor.  
19 But I don't even think they need an easement because  
20 I don't think the Drews own the property. We're not  
21 asking -- we are asking for an easement in the  
22 alternative, but first and foremost, if the Drews  
23 don't own the property, they can't put a gate up  
24 stopping others from getting back to their property.

25 Again, there was a number of county maps and

1 records, and I can go through them if Your Honor  
2 would like to. We tried to itemize them in my  
3 motion. And starting on page 5, they're itemized as  
4 paragraphs A through Q as to a number of different  
5 exhibits and whatnot that we think say that this was  
6 a county road or a public road or a neighborhood  
7 road, however you'd like to call it, and it should  
8 allow us to get back to our property.

9 There's also a number of deeds that we've  
10 referenced in there that the Drews' predecessors in  
11 title to their 11 acres and 19 acres was actually  
12 Mr. Drew's grandfather at one point, and then a  
13 Mr. Poole before that. And some of the deeds and  
14 plats and a couple of recorded easements in the  
15 record, they actually refer to it as a county road  
16 or an unpaved county road, as Camp Road, all sorts  
17 of different references to that road which, to me,  
18 shows if the Drews -- as my clients bought what they  
19 got from the Simmonses, the Drews acquired theirs  
20 from Mr. Drew's grandfather, who is Mr.  
21 McMillan.

22 Mr. McMillan is acknowledging in his own deeds,  
23 easements, and things like that that he actually  
24 signed and had witnessed that it was a Camp Road or  
25 that it was a county road or an unpaved county road.

1 Specifically, I just handed up a pack of exhibits --

2 THE COURT: Which one do you want me to look  
3 at?

4 MR. NELSON: If you would look to number 5.  
5 And you got to look at several deeds to get to this,  
6 Judge. And I can get to this -- it would take more  
7 than 15 minutes for me to walk you through the deeds  
8 to get to how this is explained to be Mr. McMillan's  
9 property. Again, Mr. McMillan was Mr. Drew's  
10 grandfather and he was the predecessor in title.

11 But on number 5 there, he actually references  
12 an easement granted to SCE&G, southerly by -- of  
13 lands of county dirt road, easterly by lands of  
14 county dirt road. That southerly is Camp Avenue  
15 west of the gate. So even at that time,  
16 Mr. McMillan is not claiming that he owned the road.  
17 And if he never claimed or believed that he owned  
18 it, and he never owned it, there's no way the Drews  
19 owned it. Looks here like he believed it was a  
20 county dirt road.

21 And then we have the testimony of Mr. Miller  
22 who was one of our predecessors in title -- or one  
23 of the heirs who had quieted the title. He had his  
24 testimony about how the county scrapers used to go  
25 down there and then all of the access that his

1 family did. So I'm not really sure at what point  
2 when the Drews could have converted this from a  
3 county road or a public road to their own private  
4 road.

5 I've got a good bit of law, mostly in other  
6 jurisdictions. But it seems to be the majority rule  
7 that you cannot adversely purchase public land by  
8 any stretch of the imagination. So I don't think  
9 they adversely possess it here. Even if you could  
10 adversely possess public land, they never did it  
11 because they never did it to the exclusion of my  
12 clients -- my clients' predecessors in title.

13 They had moved off of my clients' property many  
14 years ago, but they were still to the east of the  
15 gate, so they didn't abandon that property. They  
16 paid taxes on it since before any parties to this  
17 case were born, all the way up until my clients  
18 continuing to pay the taxes. There's no abandonment  
19 here. We should be able to get down that road.

20 Again, there was a number of County exhibits,  
21 including the GIS map, and then a memorandum by one  
22 of the county employees where they actually stated  
23 west of the gate was county road. And then at some  
24 point during this litigation, that entry changed  
25 without explanation. And just because a county

1 employee goes in there and changes something in the  
2 computer, that's not going to change something that  
3 had been in place for, you know, decades prior to  
4 that time. So without them being able to show that  
5 they own it, they can't just stop my clients from  
6 coming down it. And that's really the gist of our  
7 argument here.

8 Again, just coming back to the color of title,  
9 if you look to their chain of title, none of their  
10 deeds seem to encompass the road. As I said, their  
11 grandfather, he mentioned it as a separate road from  
12 his own party throughout the change, when he deeded  
13 the northern tract, the 19 acres to Mr. Drew, the  
14 exact legal description says bounded on the south by  
15 Camp Lane. He expressly excluded that road from  
16 anything that he may or may not have had at the  
17 time.

18 And when it was deeded to Mrs. Drew on the 11  
19 acres -- or, actually, I'm sorry. It was deeded to  
20 Mr. Drew first and then he deeded it to his own  
21 wife. It says: Deeded on the north -- or bounded  
22 on the north by Camp Lane Avenue. Again, those are  
23 exclusive terms in these legal descriptions.

24 So if the predecessors -- if he never claimed  
25 it, then they can't claim it either. And even at

1       some point in -- getting close to 2000 when  
2       Mr. Drew, through some estate planning, as he  
3       testified to, transferred some of his properties  
4       into his wife's name, he deeded some of that  
5       southern portion, the 11 acres that we got to get  
6       by, he deeded that to his wife. He used the exact  
7       same legal description, bounded on the north by Camp  
8       Lane Road. There's nothing in the title that gives  
9       it to them, and I don't think they get there by  
10      adverse possession.

11             So I do think, for a number of reasons, we  
12      should have an easement. And I haven't even gotten  
13      to the easements yet because that's kind of our  
14      backup plan if Your Honor was to rule against us on  
15      the color of title. But if they don't own it, they  
16      can't stop us from getting down there.

17             I'm happy to go down the various easement  
18      theories if you would like me to, if we need to get  
19      that far.

20             THE COURT: Thank you.

21             Mr. Barnes?

22             MR. BARNES: Yes, sir, Your Honor.

23             THE COURT: What if your deed does have that in  
24      there?

25             MR. BARNES: Thank you, Your Honor. Your

1 Honor --

2 THE COURT: I said what if your deed does have  
3 those as bounded by Camp Road? Where does that  
4 leave us?

5 MR. BARNES: It doesn't leave us anywhere but  
6 right where we are, Your Honor, because Camp Road  
7 would have never been shown to have been dedicated  
8 by the Drews and accepted by the County. All these  
9 witnesses he talks about that used it, if you  
10 remember at the trial, he only put up one witness,  
11 Mr. Miller --

12 THE COURT: Fifty years ago.

13 MR. WEEKS: Right. And Mr. Miller said, I  
14 think, he hadn't been on the property since about  
15 1950 or so. Also in evidence was an admitted  
16 e-mail -- without objection by Plaintiffs was an  
17 e-mail from Ms. Norvia Miller who testified that  
18 nobody had really used that road that went to the  
19 property from the '50s or the '60, and it sat there.  
20 So that's -- and under the clear stated law in  
21 Bundy, that -- they were -- the plaintiffs cannot  
22 tack onto that because their right to use the road  
23 had expired, and so that creates a blanket --

24 THE COURT: Go back to my question. He's  
25 saying now that the deeds that your -- to your

1 client, and when he did his estate plan, to his  
2 wife, mentioned the boundary being Camp Road. So if  
3 that's the case, how does he own it?

4 MR. BARNES: Let's go back to Mr. Jim  
5 Whetsell's testimony, Your Honor. He testified that  
6 he's familiar with the property, he's been a  
7 surveyor there for 50 years, and that Camp Road now  
8 lies in the middle of the Drew property. So,  
9 obviously, the Drews took title to it when it was  
10 conveyed to them.

11 Then the testimony was clear that -- when  
12 Drew's grandfather constructed Camp Lane himself, he  
13 had Henry Miller's father helping him build the  
14 road. And I can see them using them using -- the  
15 lawyers using the description as bounded by the  
16 road. I don't think they were taking title away  
17 from anybody because there's no deed out from Drew  
18 to anyone. And we can't just lose possession of  
19 title of it.

20 Number three, Scooter -- we introduced in to  
21 evidence the licensing agreements that Judge Buckner  
22 prepared and when he was practicing law and was  
23 Scooter's lawyer. It said that Scooter claimed the  
24 road and you people can use the road but, in fact,  
25 you don't -- you'll never get an easement from it, I

1 own the road, I own the road, I own the road. And  
2 putting up the gate, well, what better use of  
3 adversity or claim of title than those two things?  
4 So I -- and it's not a county road.

5 I don't think he has any proof that could ever  
6 pass the muster of -- as you know, the Supreme Court  
7 ruled in this Bundy case in May. And it's  
8 practically on all fours and goes through the steps  
9 and tells you why that the Millers abandoned their  
10 use of the road, so the Nettles can't -- it's going  
11 to take Nettles 20 years now to tack to get an  
12 easement.

13 And the problem with that, Your Honor, is  
14 Mr. Nelson admitted at the end of oral arguments at  
15 the trial that he could not prove unity of title  
16 that would negate an easement by prescription and an  
17 easement by necessity.

18 THE COURT: Anything else?

19 MR. BARNES: No, sir. Actually, I do -- I  
20 filed a return to the motion. I rely on everything  
21 in there too that -- rather than take up the Court's  
22 time with repeating what I filed. I sent you a copy  
23 and --

24 THE COURT: You did.

25 MR. BARNES: And we rely heavily on that

1 information too, Your Honor.

2 THE COURT: Mr. Nelson, anything else?

3 MR. NELSON: Just to rebut a couple of the  
4 statements, Your Honor, there was a lot of reference  
5 to tacking and to Bundy -- the Bundy case that was  
6 in your order.

7 We never, at trial, tried to pursue any type of  
8 prescriptive easement. And Bundy is a prescriptive  
9 easement case, so I don't think that any of that is  
10 really relevant here.

11 They talked about Mr. Whetsell. In making his  
12 opinion on cross-examination, he could not  
13 substantiate his opinion by any sense of the  
14 imagination. I asked him which deeds he referenced  
15 or anything like that, and all Mr. Whetsell would  
16 say is he was a friend -- a lifelong friend of the  
17 Drew family; said that it's just my belief that they  
18 own all of the property back there.

19 With regards to the license agreements, those  
20 weren't public; those were between the Drews and the  
21 other folks that were trying to get back to some of  
22 the portions of their property back there.

23 In the packet I handed you up, it's numbers  
24 through 26 through 33 that'll have these references.  
25 Each of these deeds somewhere in there, and I can

1 walk you through any of them, these are the ones  
2 that actually talk about bounded on the north by  
3 Camp Lane or bounded on the south by Camp Lane. So,  
4 again, I reiterate all my arguments and everything  
5 that was raised in the motion.

6 MR. BARNES: Your Honor, let me -- if I may,  
7 Your Honor. None of this was brought -- although  
8 I'll certainly concede that all the deeds were put  
9 in the record, Mr. Nelson never argued any part of  
10 this argument he's making today at trial. Had he  
11 done so, Mr. Whetsell would have been there, I could  
12 have called Mr. Whetsell and witnesses to look at  
13 the deeds and refute them.

14 But he's filed a motion to reconsider on a new  
15 trial asking you to look at documents that he never  
16 argued and raised those points in the case. So --  
17 and now he's coming in as -- and I understand what  
18 his position is. But he's coming in here now  
19 talking about other people using these roads. And  
20 in the deed he mentioned, there's two county roads  
21 referenced in there. And it doesn't tell you  
22 anything about which county road is what.

23 So we feel none of this should come in because  
24 he didn't raise all these issues at the trial when  
25 you and I were there with the witnesses who could

1 have addressed them.

2 THE COURT: Anything else by anyone?

3 All right. I'll take it under advisement and  
4 issue an opinion.

5 MR. BARNES: Thank you, sir.

6 -- END OF TRANSCRIPT OF RECORD --

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## C E R T I F I C A T E

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2  
3 STATE OF SOUTH CAROLINA  
4 COUNTY OF LEXINGTON  
5

6 I, the undersigned, Bethanie K. Creppon, Circuit  
7 Court Reporter for the Second Judicial Circuit of  
8 the State of South Carolina, do hereby certify that  
9 the foregoing is a true, accurate and complete  
10 transcript of record of all the proceedings had and  
11 the evidence introduced in the hearing of the  
12 captioned cause, relative to appeal in the Circuit  
13 Court for Aiken County, South Carolina, on the 10th  
14 of November, 2015.

15 I do further certify that I am neither of kin,  
16 counsel, nor interest to any party hereto.  
17

18 February 10, 2016  
19

20 s/Bethanie K. Creppon

21 Bethanie K. Creppon  
22 Circuit Court Reporter  
23  
24  
25

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

TED A. NETTLES, JR. and JANELL B.  
NETTLES,

Plaintiff,

vs.

SYLVESTER GUESS DREW, JR.,  
DEBRA DREW, and COLLETON  
COUNTY,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE NO.: 10-CP-15-247

**NOTICE OF MOTION  
AND MOTION TO RECONSIDER  
AND TO ALTER OR AMEND THE  
JUDGMENT**

TO THE HONORABLE DOYET A. EARLY, III AND TO A. PARKER BARNES AND  
MITCHELL GRIFFITH, ATTORNEYS FOR DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that the undersigned will move before the Court within ten (10) days or as soon thereafter as counsel may be heard, for an Order, pursuant to Rules 52(b) and 59 (a) – (e), South Carolina Rules of Civil Procedure to alter or amend the judgment as set forth in this Court's Final Order, dated September 18, 2015.

**STATEMENT OF THE CASE**

Plaintiffs<sup>1</sup> purchased a parcel of land in Colleton County in 2009 for \$75,000.00. The only existing access to this property is by way of a dirt road entitled Camp Avenue.<sup>2</sup> However,

<sup>1</sup> Ted Nettles and Janell Nettles are husband and wife.

<sup>2</sup> Camp Avenue is referred to as "Camp Avenue," "Camp Lane," "Camp Road," and/or other similar titles in various deeds and plats. The identity of the road was never challenged by any party during trial. For purposes of this motion, Plaintiffs will refer to the disputed portion of the road as "West Camp Avenue," regardless of how it was described by any witness or evidence at trial. Further, as will be discussed later in this motion, all parties agree that the portion of Camp Avenue that is East of the intersection with Polite Road is a county road, and there is no dispute over this portion of the road. The portion of Camp Avenue in dispute is the portion that is west of Polite Road. This motion will refer to the undisputed portion of Camp Avenue as "East Camp Avenue."

Defendants Sylvester Drew, Jr.<sup>3</sup> and Debra Drew<sup>4</sup> installed a gate that blocks Camp Avenue sometime around 1986. Plaintiffs filed this lawsuit on February 25, 2010, to gain physical access to their property via Camp Avenue which they believe is their legal right and enjoin the Drews from interfering with their access to their property. Plaintiffs brought causes of action for declaratory judgment on various easements, request for injunction, trespass, slander of title, nuisance, and equitable estoppel/equitable easement.

The Drews claim that one of them is the title owner to the road. In the alternative, the Drews claim that they have adversely possessed the portion of Camp Avenue West of Polite Road by maintaining the gate for a period in excess of 20 years. This Court's Order did not set forth any basis as to how the Drews might own West Camp Avenue.

Plaintiffs claim that the Drews are not title owners to Camp Avenue. Plaintiffs claim that the road is and has historically been a County road. In the alternative, Plaintiffs claim that the road is a public road. If the road is county or public, it cannot be adversely possessed. In another alternative, Plaintiffs claim that if the Drews do own West Camp Road, either by color of title or by adverse possession, then Plaintiffs have an easement for vehicular and pedestrian access, ingress and egress down Camp Avenue to their property.

While the Drews initially claimed to own the northernmost portion of Plaintiffs' property (hereinafter referred to as the "Panhandle"), they dropped this claim several months before trial. This case was delayed for over two (2) years because a third party filed a separate action<sup>5</sup> also claiming to own the Panhandle (hereinafter referred to as the "Bessenger Case"). Mr. Drew, Jr. testified that he paid the third party's attorney's fees in bringing that case. The case was

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<sup>3</sup> Mr. Drew's suffix of "Junior" is significant in that the chains of title reference both Sylvester Drew, Sr. and Sylvester Drew, Jr.

<sup>4</sup> Sylvester Drew, Jr. and Debra Drew are husband and wife.

<sup>5</sup> *Bessenger v. Nettles*, 2012-CP-15-0536.

eventually tried before the Honorable Richard B. Ness, Special Referee, and the case resolved in Plaintiffs' favor. Since that ruling, no one has challenged Plaintiffs' ownership of their property and its 21.7 acres.

### LAW/ARGUMENT

- I. **This Court should alter or amend its judgment and rule in favor of Plaintiffs because the ruling appears to be based on a fact not in evidence, that the Drews repeatedly advised Plaintiffs that Plaintiffs could not use the road to access their property.**

The Drews did not elicit any testimony that they repeatedly advised Plaintiffs that they would not be allowed to use the road to access the property after purchase. Instead, the Drews allowed Plaintiffs repeated access to the property both before and after Plaintiff's purchased the property. Accordingly, this Court should reconsider its ruling because a large part of the ruling seems to be based on some knowledge of Plaintiffs regarding an access issue. Additionally, Plaintiff's claim for easement by equitable estoppel is affected by this fact.

- II. **This Court should alter or amend its judgment to rule on various issues that were raised by Plaintiffs, yet not ruled upon by this Court.**

"A party must file [a Rule 59(e)] motion when an issue or argument has been raised, but not ruled upon, in order to preserve it for appellate review." Elam v. S.C. Dept. of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004) (emphasis added). "Imposing this preservation requirement on the appellant is meant to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments." 1'On, L.L.C. v. Town of Mt. Pleasant, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000).

If a party is unsure whether he properly raised all issues and obtained a ruling, he must file a Rule 59(e) motion or an appellate court may later determine the issue or argument is not preserved for review. But in filing the motion, he may unwittingly forfeit the right to an appeal if an appellate court later determines the Rule 59(e) motion was unnecessary because he already had raised the issue and obtained a ruling. [Our Supreme Court] strive[s] to avoid an interpretation of procedural rules which routinely would place a party between the proverbial rock and a hard place.

Elam, 361 S.C. at 25, 602 S.E.2d at 780. Moreover, parties are generally “free” to file an initial Rule 59(e) motion as “part and parcel of a party’s ‘single bite at the apple’ in presenting his case to the trial court.” Id., 361 S.C. at 21, 602 S.E.2d at 778.

**III. This Court should alter or amend its judgment because its reliance on Plaintiffs’ knowledge of the access issue prior to closing is misplaced.**

This Court puts great emphasis in its Order regarding the fact that Plaintiffs knew that there could be an issue with access to their property. Plaintiff Janell Nettles admitted that access issue was brought to Plaintiffs’ attention before they closed on the property. The initial contract to purchase Plaintiff’s property from the Simmons heirs contained a contingency for access. The purchase contract was not a static document and evolved over time as research was conducted indicating that West Camp Ave. was not a private road. Additionally, Defendants did not call as witnesses any of Plaintiffs’ legal or real estate professionals who sent any of the emails purporting to advise Plaintiffs of problems with access. Therefore, no foundation was laid as to the truthfulness or accuracy of any of the statements in these emails. For example, item 24 reference to an email from Ashley Andrews misstates the facts that “We have the search in and the search has concluded that Camp Ave ....from the intersection of Polite Road on, it is a private road.” This statement was not based upon the Title Abstractor’s findings. There were emails between Plaintiff Janell Nettles and her realtor that discussed resolving the access issue. Whenever Plaintiffs went to view or inspect the Plaintiffs’ Property prior to purchasing it, either the gate was open or they would obtain a key from Sylvester Drew Jr. Prior to the Nettles’ purchase of the Plaintiff’s Property, Mr. Drew Jr. gave Mr. Nettles a key to the gate, and the Nettles’ were in possession of the key and had unrestricted access down West Camp Avenue to the Plaintiff’s Property until this lawsuit began. Further, there is no evidence that the Drews ever voiced any ownership over West Camp Avenue to Plaintiffs even though the Drews knew that

the Plaintiffs were considering purchasing the Simmons parcel. To the extent the Drews claim there is some form of unclean hands in that Plaintiffs should have known they were buying a parcel that had an access issue, the same can equally fall on the Drews in that they could have easily informed Plaintiffs that Plaintiffs were considering a landlocked property. Had the Drews been clear about their intent, Plaintiffs could have made a more informed decision in purchasing the property.

The Drews admitted into evidence copies of documents related to Plaintiffs' closing of the property. The Drews wanted this Court to accept further notice to Plaintiffs of an access issue in that the title policy contained an exception for access. However, Plaintiffs gave unrefuted testimony that they did not receive any documents containing an access exception until days after the closing. No weight should be given to these closing documents.

Additionally, there is no law to support the proposition that Plaintiffs should be penalized for any knowledge of the access issue prior to closing. To do so seems to impose some "reverse" *bona fide* purchaser theory that has never been accepted in South Carolina. Instead, Plaintiffs should be deemed to step into the shoes of the Simmons heirs and any considerations given to any issue should be identical to the considerations that would have been given to the Simmons.

**IV. This Court should reconsider whether Plaintiffs proved the road is a county/public/neighborhood road because of the ample evidence in the record to support the same.**

Plaintiffs submitted ample evidence that West Camp Avenue is a county road, public road, and/or neighborhood road. Namely:

- a. GIS Map of Colleton County showed West Camp Avenue as a county road on April 10, 2009 (Plaintiff's Exhibit 11), but without explanation by the County, the GIS Map showed West Camp Avenue as a private road on September 17, 2010

(Plaintiff's Exhibit 12), and the County only changed its designation of the road to private, to Plaintiffs' detriment, after Plaintiffs purchased the property;

- b. Plaintiff Ted Nettles testified that a County employee explained to him that the aforementioned GIS change was "because Sylvester Drew won a lawsuit";
- c. Memoranda made by Donna Thomas, an employee of Colleton County, support that the County's own records showed West Camp Avenue as a county road prior to this lawsuit (Plaintiff's Exhibits 2 and 3);
- d. County employees testified regarding the existence of various records although the County could not produce these records;
- e. The street sign for West Camp Road at the intersection of Camp and Polite is green, which Mr. Drew Jr. admits evidences county ownership of the road;
- f. An easement of McMillan (Sylvester Drew, Jr.'s grandfather and predecessor in title to Mr. Drew Jr.) to SCE&G at Book 206, Page 527-528, dated May 23, 1979 (Plaintiff's Exhibit 14) runs West of Polite road and describes West Camp Road as a "county dirt road." Mr. Drew, Jr.'s father, also a predecessor in title, witnessed this easement; Plaintiffs Exhibits 19, 66, 68, 69, and 70 assist in the interpretation of the location of this easement.
- g. A deed from Kiser, dated June 6, 1946, at Book 94, Page 124, describes Camp Avenue as "Camp Lane Road" and "leading from Jacksonboro Highway (now known as Hope Plantation Avenue) to Deer Creek; (Plaintiff's Exhibit 16);
- h. Colleton County Sheriff's Road Atlas (2008ed.) (Plaintiff's Exhibit 72) is a recent edition of an atlas that Colleton County uses for their emergency services, among other things, and this atlas shows West Camp Avenue as a county road;

- i. Plaintiffs submitted maps from various government agencies that list West Camp Avenue as a county road: Army Corp. of Engineers map of 1943 (Plaintiff's Exhibit 109), which mirrors a 1917 Plat (Defendant's Exhibit 41-A);
- j. SCDOT General Highway Map, dated 1975 (Plaintiff's Exhibit 85) (Map Legend reports West Camp Avenue as an unpaved county road);
- k. SCDOT map of Colleton County, dated June 2005 (Plaintiff's Exhibit 110) (Map Legend reports West Camp Avenue as an unpaved county road);
- l. SCDOT map of Colleton County, dated 2006 (Plaintiff's Exhibit 111) (Map Legend reports West Camp Avenue as "Other Roads");
- m. Easement of Reeder to SCE&G, at Book 206, Page 559, dated May 31, 1979 (Plaintiff's Exhibit 19) identifies West Camp Avenue as "Deer Creek Road" (Higgins Road and Short Cut Road are now known as Polite Road; the ballfield is current day Tax Map Parcel 264-00-00-055.);
- n. An old deed, dated July 31, 1882, at Book T, Page 502, from Grace to Wescoat (Plaintiff's Exhibit 60), refers to West Camp Avenue as "Camp Avenue";
- o. Deed from Kiser to McMillan (Drew Jr.'s grandfather) for property West of the gate, at Book 102 at Page 463, dated May 23, 1949 (Defendant's Exhibit 41), states that it is "bounded" on "the South by Camp Lane";
- p. Deed from McMillan (Drew Jr.'s grandfather) to Kiser for property west of the gate, at Book 108, Page 68, dated May 23, 1949 (Plaintiff's Exhibit 27), states it is "bounded" to the "North by Camp Lane";
- q. Glover Tract Map (Plaintiff's Exhibit 118) is an ancient map that corresponds with the property around the subject properties to this case, including the very

distinct canal line. This map clearly indicates that Camp Avenue was a "Road to Settlement"<sup>6</sup> which indicates it was historically a well-travelled road. See *Kirby v. Southern Ry.*, 63 S.C. 494, 41 S.E. 765 (1902) (defining a "travelled place" and explaining how the public has a legal right to be present in a "travelled place").

In addition, the testimonial evidence only supports the conclusion that West Camp Avenue is a county, public, or neighborhood road. It is undisputed that Plaintiffs are title owners of a 21.7-acre parcel of land in Colleton County being more particularly described as follows:

All that certain piece parcel tract of land together with buildings and improvement thereon situate lying and being near Jacksonboro being in Colleton County, South Carolina containing 21.70 acres more or less and being a portion of the West bank tract near the camp settlement and being bounded as follows: on the East now or formerly of Washington; South by land now or formerly of Charity Washington; on the West by lands now or formerly of Branham and on the North by land now or formerly of Drayton and designated as TMS number 275-00-00-004 in the Colleton County Accessors Office.

Plaintiffs purchased this property on November 25, 2009 from the heirs of Amy Simmons following an action to quiet title and petition Case No. 08-CP-15-662 Special Referee Deed, Book 1806 at 209 (Plaintiffs' Exhibit 5). Amy Simmons acquired her property on or about December 18, 1906 by deed recorded in Book 29 at Page 118, ROD Colleton County (Defendants' Exhibit 38). These two deeds and the Special Referee Order from the Bessenger case, comprise the complete chain of title from 1906 until present.

Herman Miller, an heir of Amy Simmons, testified at trial that he was born on Plaintiffs Property in 1936 and lived there until the mid 1950's when he joined the Military Service at 17 or 18 years old. That was the last time he directly lived on the property, but Mr. Miller's family also had property on East Camp Avenue, which is where he resides today. He lived various

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<sup>6</sup> The two deeds that comprise Plaintiffs' chain of titles (Defendants' Exhibit 38 and Plaintiffs' Exhibit 5) reference this property as "near the camp settlement."

places throughout his adult life but often visited his family in this area. Mr. Miller testified that the public school bus stop was located near the Kiser barn, which is west of the Plaintiff's Property on West Camp Avenue. Mr. Miller also testified that people used West Camp Avenue to access Deer Creek. Mr. Miller also testified that the county "scraped"<sup>7</sup> the road regularly the entire time he lived in the area. According to Mr. Miller, West Camp Avenue was and is now the only access to the Plaintiffs' Property, and an aerial photograph taken by a person hired by the Drews over 20 years ago supported this fact (Defendants' Exhibit 2). Mr. Miller's father helped construct parts of West Camp Avenue to the creek, Mr. Miller's cousins used West Camp Avenue to access the creek, and Mr. Miller's father used West Camp Avenue to access the cows he kept on the Plaintiffs' property after moving his residence to their property on East Camp Avenue. Mr. Miller Sr. kept cows on the Plaintiff's property until near the time of his death on December 30, 1983. A "public road" is sometimes referred to in our jurisprudence as a "neighborhood road." *Kirby v. Southern Ry.*, 63 S.C. 494, 500, 41 S.E. 765, 767 (1902). The public's use can be established by use of such for a period of twenty years. *Id.* Here, Plaintiffs met their burden by showing this road has been used by the public from at least sometime in the early 20<sup>th</sup> century until the 1980's. Not only did the Simmons heirs use West Camp Avenue to access their property, but this road gave access from the undisputed portion of Camp Avenue to Deer Creek, another public place.

The Drews submitted no evidence to refute any of Plaintiff's evidence that the road was a county, public, and/or neighborhood road. Once a road is public, as explained in Section VI of this motion, actions of private individuals such as the Drews cannot change that fact.

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<sup>7</sup> "Scraping" is a process where a heavy machine called a "motorgrader" evens the dirt on the road so that the road is more accessible by vehicle.

- V. This Court should alter or amend its judgment because the Drews never established title ownership to the road.

Plaintiffs entered a map into evidence that contained notes made by Plaintiffs' counsel. (Plaintiff's Exhibit 4). This map was admitted without objection for demonstrative purposes so that this Court could visualize the area. The map shows how the northern boundary of Plaintiffs' Property (Parcel A on Plaintiff's Exhibit 4) is adjacent to West Camp Avenue. It also shows how the portion of West Camp Avenue from Polite Road to Plaintiffs' property is mostly bounded on the North by property owned by Sylvester Drew, Jr. (19 acre tract described as Parcel B on Plaintiff's Exhibit 4) and on the South by property owned by Debra Drew (11 acre tract described Parcel C on Plaintiff's Exhibit 4).

Sylvester Drew, Jr.'s chain of title (19 acres described as Parcel B on Plaintiff's Exhibit 4) is as follows:

- a. Deed of Kiser and McMillan to Poole, dated July 1, 1937 at Book 75, Page 305 (Plaintiff's Exhibit 91)
- b. Deed of Poole to Sylvester Drew Jr., dated May 5, 1973 at Book 171, Page 255 (Plaintiff's Exhibit 7)
- c. Poole deed dated May 14, 1973 (Defendant's Exhibit 40)
- d. Timber deed dated April 20, 1984 at Book 288, Page 19 (Plaintiff's Exhibit 46)

The primary plat reference in these deeds is Plat Book 14, Page 87 (Plaintiff's Exhibit 24).

Debra Drew's chain of title (11 acres described as Parcel C on Plaintiff's Exhibit 4) is as follows:

- a. Deed of Henderson to N.Z. Poole, dated May 13, 1941 at Book 80, Page 442 (Plaintiff's Exhibit 84)
- b. Deed of N.Z. Poole to J.W. Poole, dated June 18, 1955 at Book 116, Page 238 (Plaintiff's Exhibit 40)
- c. Deed of J.W. Poole to Drew, Sr., dated May 5, 1973 at Book 171, Page 257 (Plaintiff's Exhibit 8)
- d. Deed of Drew Sr. to Drew Jr., dated March 31, 2003 at Book 1010, Page 131 (Plaintiff's Exhibit 106)

e. Deed of Drew, Jr. to Debra Drew, dated March 6, 2007 at Book 1481, Page 96 (Plaintiff's Exhibit 21)

The Drews cannot establish that they own the road. Indeed, Sylvester Drew, Jr.'s 19-acre deed states that his parcel is "bounded on the south by Camp Avenue." Likewise, Debra Drew's 11-acre deed states that her parcel is "bounded on the north by Camp Avenue." The term "bounded" in its plainest sense is *exclusive*, not inclusive. To interpret the word as *inclusive* would mean that Camp Avenue is included in *both* parcels, which would create a conflict between these deeds and an ambiguity in the public record. Notably, when Mr. Drew Jr. deeded the 11-acre parcel to his wife Debra Drew, they continued the use of the same "bounded" language, which evidences their continued interpretation within these deeds. Therefore, neither deed establishes ownership of West Camp Avenue.

The Drews assert that the plat recorded at Book 25, Page 2 (Plaintiff's Exhibit 25) is evidence that they own West Camp Avenue. However, this plat was based off of a previous plat, recorded in Book 10, Page 187 (Plaintiff's Exhibit 47). There is no evidence in the record to explain how Plaintiff's Exhibit 25 purports to encompass West Camp Avenue. Notably, the "Deer Creek Plats," (Plaintiff's Exhibits 25, 47, and 112) do not contain the 11- and 19- acre parcels owned by the Drews, which are to the east of the Plaintiff's property. Further, it is common knowledge that surveying technology, at the time the land shown on Plat at Book 25, Page 2 was surveyed, was not as accurate as it is today.

In interpreting a deed, "there is the fundamental and basic rule that in locating boundaries, resort is to be had first to natural landmarks, next to artificial marks, then to adjacent boundaries, and last to courses and distances." *Lake View Acres v. Tindal*, 306 S.C. 477, 480, 412 S.E.2d 457, 459 (Ct. App. 1991). Here, in addition to the *exclusive* language in the deeds, a plat cannot convey property, especially property that is not owned by a purported grantor.

Finally, even Gene Whetsell, a surveyor and life-long friend of the Drews whom the Drews asked to review this case and who was the surveyor on plat in Book 25 at Page 2 in 1986, could not provide any evidentiary or factual basis to support the Drews' claim that they own West Camp Avenue or otherwise explain the basis for the Drews' belief of ownership based on any surveys or plats in the record.

The Drews advanced no other theory or argument to support their ownership of West Camp Avenue. Indeed, Sylvester Drew, Jr. testified that either he or Debra Drew owned West Camp Avenue, but he could not say which. Debra Drew testified that she believed the road was part of Sylvester Drew Jr.'s parcel, but she could give no reasonable explanation or basis for her belief. Notably, West Camp Avenue extends well past the Drew's parcels. (Plaintiff's Exhibit 4 - Parcels B and C). Accordingly, the Drews or their successors never received a grant or fee simple title to any portion of West Camp Avenue.

**VI. This Court should alter or amend its judgment because the Drews did not take ownership of the road through adverse possession, and the Simmons heirs did not abandon the road.**

First and foremost, Plaintiffs maintain that the road is county, public, or neighborhood, and therefore, the Drews cannot adversely possess it because a public road cannot be adversely possessed. In *Davis v. Monteith*, 289 S.C. 176, 345 S.E.2d 724 (1986), Davis purchased real property from a school district subject to a restrictive covenant that the land be used only for "school, religious and education purposes." The purchaser never paid the complete purchase price, but he did take possession and used the property for over twenty-five years as an automotive parts business. After the school district attempted to claim the contract null and void and sell the property to a subsequent purchaser, Davis claimed adverse possession. Affirming the trial court's holding that he did not, the Supreme Court stated that: "Davis alleges the trial judge erred in finding he did not have legal title to the property by operation of the doctrine of

adverse possession. We disagree. The Court correctly held that adverse possession does not run against the state or its duly constituted political subdivisions.” *Id.*, 289 S.C. at 179-180 (citing *Harlock v. Jackson*, 5 S.C.L. 254 (1812); 3 Am.Jur.2d Adverse Possession Section 206; 55 A.L.R.2d 578). Because the Court found that property owned by a school district could not be acquired by adverse possession despite its use as an automobile parts business for over twenty five years, *Davis* has been interpreted as applying the standard that adverse possession does not run against a political subdivisions regardless of whether the land is held in a governmental or proprietary capacity. *See* 4 *Tiffany Real Prop.* § 1 170 (3d ed. 2014). *Davis* did recognize, however, that the state or one of its political subdivisions can be equitably estopped from asserting a claim to land if necessary to prevent a manifest wrong or injustice. *Id.* at 181, 345 S.E.2d at 727 (noting that [i]n *Outlaw [v. Moise]*, 222 S.C. 24, 71 S.E.2d 509 (1952)]; this Court held the mere possession of a public street or alley cannot confer title; but on the principle of equitable estoppel, a party may be protected against the assertion of right by the public in order to prevent manifest wrong and injustice”). This immunity from adverse possession has been consistently demonstrated in cases involving adverse possession claims over portions of streets or alleys dedicated to the public. *See Crocker v. Collins*, 37 S.C. 327 (1892) (“[M]ere adverse possession for the statutory period of a street or alley in a town, which is a public highway, cannot confer title; but where such possession is accompanied with other circumstances which would render it inequitable that the public should assert its right to regain possession, then, upon the principal of estoppel, a party may be protected against the assertion of right by the public in order to prevent manifest wrong and injustice”); *see also City of Myrtle Beach v. Parker*, 260 S.C. 475, 197 S.E.2d 290 (1973) (“It is well settled in this State, if not everywhere, that no rights in a street can be acquired against a municipality by adverse possession”); *Corbin v. Cherokee*

*Realty Co.*, 229 S.C. 16, 91 S.E.2d 542 (1956) (“It is equally well established that appellant [owner of land in subdivision] could not acquire title to any portion of the dedicated area [of a public street in a subdivision] by adverse possession as against the County of City of Florence”); *Outlaw v. Moise*, 222 S.C. 24, 71 S.E.2d 509 (1952) (“It is well established in title to property dedicated to and used by the public for streets and highways cannot be acquired by prescription or adverse possession as against the State of any of its political subdivisions” but analyzing the distinction that private easements can be acquired by adverse possession). Thus, it is abundantly clear that lands dedicated to public use held by a political subdivision are immune from acquisition by adverse possession. *Op. S.C. Att’y. Gen.* (April 9, 2015). Other jurisdictions also support the theory that a public road cannot be adversely possessed. *Hall v. Nascimento*, 594 A.2d 874, 877 (R.I. 1991). More specifically, no right or title can be acquired in a public highway by adverse possession. *Gammons v. Caswell*, 447 A.2d 361, 366 (1982) (citing *Knowles v. Knowles*, 25 R.I. 324, 55 A. 755, within *Parillo v. Riccitelli*, 84 R.I. 276, 279, 123 A.2d. 248, 249 (1956)). See also *Town Comm’rs of Centreville v. County Comm’rs of Queen Anne’s County*, 199 Md. 652, 87 A.2d 599, 601 (1952) (“title to land dedicated to public use cannot be acquired by private individuals by prescription”); *Solid Rock v. Friendship Public Charter Sc.*, 925 A.2d 554 (D.C., 2007) (recognizing Maryland law for the rule that land dedicated to public use cannot be acquired by private individuals by prescription).

Additionally, any claim that the public has abandoned use of West Camp Avenue for an extended period fails. See *Chafee v. Aiken*, 57 S.C. 507, 517, 35 S.E. 800, 803 (1900) (citing *Crocker v. Collins*, 37 S.C. 327, 335 (1892)) (“Upon the same principles, we do not think that mere non-user of a street or alley of a town, for a period of twenty years, would amount to such an abandonment as would destroy the rights of the public.”).

Even if West Camp Avenue was subject to adverse possession, the Drews did not establish the same. To determine whether the Drews adversely possessed any part of West Camp Avenue, the Drews gave testimony that the gate had been in or near its current position since approximately 1986, which exceeds 20 years from the date Plaintiffs purchased their parcel. Sylvester Drew Jr. testified that he placed the gate in its first position to prevent people from trespassing on his lands, but he did not testify that this action was to claim ownership of West Camp Avenue.<sup>8</sup> He testified that he moved the gate at one point because someone wrecked a four-wheeler into the gate, which led to that person being seriously injured. The photos of the gate at the time when Plaintiffs' purchased their property in 2009 show that the gate did block the center of the road, but one could have travelled around it on either side. It was only after Plaintiffs initiated this action that the Drews expanded the gate on both sides to completely block traffic down West Camp Avenue.

This case is unique in that the issue is not whether the Drews have adversely possessed Plaintiffs' property. Instead, the issue is whether the Drews adversely possessed the only means of access to Plaintiffs' property, without which Plaintiffs' property is landlocked and, therefore without value.

When it is asserted by the defendant, adverse possession is an affirmative defense. *Miller v. Leaird*, 307 S.C. 56, 62, 413 S.E.2d 841, 844 (1992). The party asserting adverse possession must show continuous, hostile, open, actual, notorious, and exclusive possession for a certain period of time. *Mullis v. Winchester*, 237 S.C. 487, 491, 118 S.E.2d 61, 63 (1961). In South Carolina, adverse possession may be established if the elements of the claim are shown to exist for at least ten years. S.C. Code Ann. § 15-67-

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<sup>8</sup> Sylvester and Debra Drew, over the years, have accumulated hundreds of acres West of Polite Road.

210 (Supp. 2008). To meet this burden of proof, the party asserting the claim must show by "clear and convincing" evidence he has met the requirements for adverse possession. *Davis v. Monteith*, 289 S.C. 176, 180, 345 S.E.2d 724, 726 (1986).

The Drews have not established adverse possession by clear and convincing evidence. Mr. Drew Jr. admitted that one of the Simmons heirs used Camp Road to access the property at some point for the purpose of keeping dogs on the land. By not voicing an objection to this use, the Drews cannot establish that their dominion was continuous, hostile, actual, notorious, or exclusive. Further, it was stipulated at trial that the Simmons heirs paid the taxes on this property since at least 1983, and it is presumable that such lasted well before that time or the Simmons heirs would have eventually lost the property to tax sale. Additionally, neither Mr. Drew Jr. nor Mrs. Drew owned the property south of West Camp Avenue until March 31, 2003. Due to the fact that there was at least one use of the property by a Simmons heir during the alleged 20-year period, because the gate only partially blocked the road, and because the Simmons heirs clearly did not abandon this property based upon their payment of taxes, the Drews should not be allowed to adversely possess Plaintiffs', and formerly the Simmons heirs', only means of ingress to the property. Finally, there is no clear and/or convincing evidence that the Drews ever excluded any of the Simmons heirs from the property, and therefore, they cannot show that any possession was hostile or notorious. *See also Weston v. Morgan*, 162 S.C. 177, 160 S.E. 436 (1931) (rejecting a claim of ownership by adverse possession where a tenant-in-common cultivated the land, used the proceeds from such cultivation, and erected a small cotton house on the property). The burden of showing adverse possession is on the Drews.

Finally, this Court did not make any specific findings regarding whether any dominion by the Drews was continuous, hostile, open, actual, notorious, and exclusive.

**VII. This Court should alter or amend its judgment because Plaintiffs have proven the existence of easement by necessity.**

Even if West Camp Avenue is not a public road and the Drews did adversely possess it, doing so created an easement in favor of the Simmons heirs, which also benefits Plaintiffs as successors in interest.

A party asserting the right of an easement by necessity must demonstrate: (1) unity of title, (2) severance of title, and (3) necessity. *Kennedy v. Bedenbaugh*, 352 S.C. 56, 60, 572 S.E.2d 452, 454 (2002). The necessity in this instance is obvious in that West Camp Avenue is historically and currently the only traversable means of access to the Plaintiffs' Property. While Mr. Drew Jr. asserted that there is another access to the property, other evidence clearly and sufficiently contradicted this claim. First, the other access described by Mr. Drew Jr. is not owned by any party to this case. Mr. Drew Jr. claimed this third party offered an easement to him for the benefit of Plaintiffs, but such an offer was merely hearsay, and there was no competent evidence that the person making the alleged offer had the authority to do so. Further, Mr. Miller explained, and Janell Nettles corroborated, that the access described by Mr. Drew Jr. was the equivalent of a muddy fire lane, nowhere near accessible by vehicle.

Plaintiffs had the challenge of showing unity and severance of title, which was potentially impossible because the Colleton County Register of Deeds lost all of its records to a fire in 1865. Still, Plaintiffs submitted evidence that all of the surrounding area was owned by a common owner as far back as the 1700's, and the only logical conclusion is that title severed at some point. Specifically, the Glover Tract Map (Plaintiff's Exhibit 118) and the Glover Plat of 1816 (Plaintiff's Exhibit 119) show that all of the land, both North and South of West Camp Avenue, was once owned by a common owner. This land was conveyed to Grace (Plaintiff's Exhibit 116, Deed at Book P, Page 264) and subsequently from Grace and Sanders to Plaintiffs' predecessor

in title, Amy Simmons (Defendant's Exhibit 38). These documents are admissible pursuant to Rule 803(16), SCRE ("Statements in a document in existence twenty years or more the authenticity of which is established"). As a side note, although not the law of South Carolina, Connecticut has abolished the elements of unity and severance of title in *Bolan v. Avalon Farms Property Owners' Association*, 250 Conn. 135, 735 A.2d 798 (1999).

**VIII. This Court should alter or amend its judgment because it did not consider whether the Plaintiffs are entitled to an easement by equitable estoppel.**

Plaintiffs have also proved that an easement by equitable estoppel exists. According to *Boyd v. BellSouth Tel. Tel. Co.*, 369 S.C. 410, 633 S.E.2d 136 (2006):

The essential elements of equitable estoppel as related to the party estopped are: (1) conduct which amounts to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than, and inconsistent with, those which the party subsequently attempts to assert; (2) intention, or at least expectation, that such conduct shall be acted upon by the other party; and (3) knowledge, actual or constructive, of the real facts. As related to the party claiming the estoppel, they are: (1) lack of knowledge and of the means of knowledge of the truth as to the facts in question; (2) reliance upon the conduct of the party estopped; and (3) action based thereon of such a character as to change his position prejudicially. *S. Dev. Land and Golf Co. v. S.C. Pub. Serv. Auth.*, 311 S.C. 29, 33, 426 S.E.2d 748, 750 (1993); see, e.g., *O'Cain v. O'Cain*, 322 S.C. 551, 473 S.E.2d 460 (Ct. App. 1996) (landowner was equitably estopped from denying adjoining landowner use of driveway).

The Drews freely provided Plaintiffs access to the Simmons parcel for purposes of inspecting it but never took the position that the property was landlocked until after several months, and only after Plaintiffs had closed on the property. The Drews concealed material facts. They were well aware of Plaintiffs' intentions, and Plaintiffs' investigation of this property lasted several months. There was a clear expectation that Plaintiffs were intending to purchase this property and that they would need to pass through the gate to access the property. If this Court were to find that the Drews adversely possessed West Camp Avenue, then the facts regarding this possession were clearly within the Drews' knowledge.

Plaintiffs meet all of the elements as the parties claiming estoppel. As discussed earlier, Plaintiffs lacked this knowledge. Indeed, the record is saturated with evidence that Janell Nettles researched this property before buying it. Of most significant importance to this Court are the facts that (1) the County GIS mapping system showed West Camp Avenue to be a county road prior to and at the time of Plaintiffs' purchase of the property, (2) the Drews' chain of title excludes West Camp Avenue, and (3) the Drews freely and routinely allowed Plaintiffs to unlock the gate and access the property without informing Plaintiffs that they believed the property to be landlocked.

**IX. This Court should alter or amend its judgment because, in light of the reasons to change its ruling as set forth above, Plaintiffs are entitled to an injunction.**

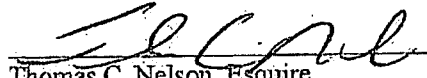
"The remedy of injunction is a drastic one and should be cautiously applied only when legal rights are unlawfully invaded or legal duties are willfully or wantonly neglected." *LeFurgy v. Long Cove Club Owners Ass'n*, 313 S.C. 555, 558, 443 S.E.2d 577, 578 (Ct. App. 1994). "In cases where an injunction is sought to abate an alleged private nuisance, the court must deal with the conflicting interests of the landowners by balancing the benefits of an injunction to the plaintiff against the inconvenience and damage to the defendant, and grant or deny an injunction as seem most consistent with justice and equity under the circumstances of the case." *Id.*, 313 S.C. at 558, 443 at S.E.2d 578.

The Drews do not own West Camp Avenue and are not entitled to block access with their gate. Therefore, Plaintiffs are entitled to an injunction against Defendants Sylvester Drew, Jr. and Debra Drew. A person's only access to his or her property is a substantial property right, and property that cannot be accessed arguably holds zero value. Here, the only choice in equity is to restrain and enjoin the Drews from further blocking Plaintiffs' access.

#### CONCLUSION

Based on the foregoing, Plaintiffs respectfully request this Court reconsider its ruling and alter or amend its previous judgment to allow Plaintiffs access to their property under the theories set forth above.

FUTERAL & NELSON, LLC



Thomas C. Nelson, Esquire

S.C. Bar ID 71178

Post Office Box 1385

Mt. Pleasant, South Carolina 29465

Telephone (843) 284-5500 ext. 226

Facsimile (843) 284-5501

email to: [tnelson@charlestonlaw.net](mailto:tnelson@charlestonlaw.net)

Dated: 10/5/15

Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

*5/14* The foregoing Motion for Reconsideration and to Alter or Amend was served on October 2015, by placing a copy of same in the United States Mail with sufficient first class postage affixed thereto and addressed as follows:

Honorable Doyet A. Early III  
Post Office Box 90  
Bamberg, South Carolina 29003

A. Parker Barnes, Esquire  
Post Office Drawer 1729  
Beaufort, South Carolina 29901-1729

Mr. Ernest Mitchell Griffith  
Griffith Sadler & Sharp, PA  
Post Office Drawer 570  
Beaufort, South Carolina 29901

*Shaunda M. Smith*

---

Shaunda M. Smith  
Paralegal

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF COLLETON )  
 )  
 TED A. NETTLES and JANELL B. )  
 NETTLES, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 SYLVESTER GUESS DREW, JR., )  
 DEBRA DREW and COLLETON )  
 COUNTY )  
 )  
 Defendants. )

IN THE COURT OF COMMON PLEAS  
 CIVIL ACTION NO.: 2010-CP-15-00247  
 DEFENDANTS SYLVESTER GUESS  
 DREW, JR. AND DEBRA DREWS'  
 RESPONSE TO PLAINTIFFS' MOTION  
 TO RECONSIDER AND TO ALTER OR  
 AMEND THE JUDGMENT

OCT 15 AM 11:30  
 COLLETON COUNTY  
 COMMON PLEAS

All of Plaintiffs' Motions should be denied for the following reasons:

All Findings of Fact made by the Court in its Final Order filed September 21, 2015 concerning the determination of the existence of an easement were questions of fact in an action at law. *Jowers v. Hornsby*, 292 S.C. 549, 357 S.E.2d 710 (1987). *Bundy v. Shirley*, No. 2013-001263, 2015 WL 2088551, (S.C. May 6, 2015)

All of the Court's Findings of Fact relating to the existence or non-existence of an easement have evidentiary support. *Townes Assocs., Ltd. V. City of Greenville*, 266 S.C. 81, 221 S.E.2d 773 (1976). Furthermore, at the end of all testimony, Plaintiffs' counsel conceded that he could not prove unity of title, which is a necessary element of easements by necessity and prescription. Plaintiffs failed to prove by clear and convincing evidence that any use of Camp Road by third parties at any time was (1) adverse or by claim of right, and (2) that the Drews were never notified of any claims of adverse use by third parties. No competent clear and convincing evidence is in the record to prove continued and uninterrupted use or enjoyment of the right for a period of twenty years nor the identity of the thing enjoyed by Plaintiffs and or the Plaintiffs' predecessors.

There was evidence in the record that the Miller heirs ceased to use Camp Road after 1950 or 1960. Defendants erected a gate blocking Camp Road at or near Drews' property line some 28 years ago. Accordingly, Defendants submit that no clear and convincing evidence exists of any adverse use of Camp Lane whatsoever.

As to Paragraphs III and IV, there is no competent testimony in the record to prove that Camp Road inside the Drews' gate at the property line was ever dedicated by the Drews nor ever accepted by Colleton County. All witnesses employed by Colleton County denied that Camp Lane inside of Drews' gate was ever a county or public road and all said that Drews owned it. Plaintiffs called Gene Whetsell as a witness. Mr. Whetsell has been a surveyor in Colleton County for 50 years and is presently a member of the County Council of Colleton County. Mr. Whetsell's testimony that he had performed numerous surveys all over the Drew property and that Camp Lane was located in the middle of the lands owned by Drew's grandfather and predecessor of title to these lands and that Drew's grandfather built Camp Road. He testified that in his opinion that the Drews owned Camp Lane inside the gate and that none of Camp Lane inside the Drew gate had ever been dedicated to nor accepted by Colleton County as a county or public road.

In Paragraph III of Plaintiffs' Motion, Plaintiffs contend that the Court's reliance on Plaintiffs' knowledge of the access issues before closing was misplaced. Various emails from or to Jannell Nettles were made Exhibits numbered 22 through 32 and a fair reading of all of these conclusively established that Plaintiffs knew very well before closing that there was no access to the property via Camp Lane inside the Drew gate at the Drew property line and an easement from the Drews would be necessary for access to Plaintiffs' property via Camp Road inside the Drew gate. To say otherwise is ridiculous.

Furthermore, until the Plaintiffs filed suit, Drew allowed some permissive use of Camp Lane to Plaintiffs and provided a key to the gate that was always returned after the trip. *Bundy* clearly

recognizes that similar use was permissive and also amounted to acknowledge of such by Shirley [sic Nettles].

Likewise, all of the emails proved that Plaintiffs knew that no access existed. Thus, this Plaintiffs' claims of equitable estoppel by the Drews in Paragraph VIII is likewise ridiculous. Not only did the Drews owe no duty to Plaintiffs to advise them, but the Drews advised Plaintiff that Drew owned Camp Lane. Plaintiffs were well aware of the contents of all ten mails clearly stating that Camp Lane was a private road inside Drews' gate and that Plaintiffs would need an easement for access from Drew.

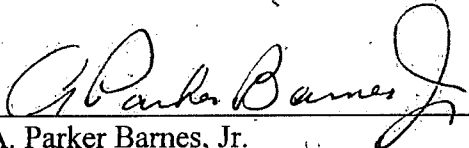
Further, as to Paragraph III, at the conclusion of all testimony, all parties argued their respective positions on directed verdicts concerning County/public records. The undersigned respectively does not recall any further arguments on any subject and the Court subsequently ruled on all matters raised by the parties at trial by Order dated September 21, 2015. Plaintiffs raised no other issues nor sought any further orders on any other issues yet in Paragraph II of his Motion he avers that the Court should alter or amend its judgment to rule upon various issues raised by Plaintiffs but not yet addressed by the Court. The undersigned respectfully asserts that no such requests were made before the Court adjourned and that as a result, no further motions can now be made as requested because no additional issues were raised at trial.

Plaintiffs introduced numerous deeds and historical data with regard to vague references to "a county road" and the like. However, Defendants contend that nothing recorded or unrecorded therein can affect other lands referred to therein when the other lands are not the subject of the conveyance wherein the reference is contained. Again, roads are made public by dedication by the owner of the road and acceptance by the proper authority of the road system, not from deeds relating to other lands:

As to ownership by adverse possession, Drews claim ownership by color of title and by adverse possession. Drews' property was gated at or near his property line for more than 28 years. During these 28 or more years, Drews offered evidence of his continuing claims of ownership by issuing License Agreements prepared by Drews' attorney, now the Honorable Perry Buckner, Circuit Judge, to those who used the road from 1987 to 2003, none of which was contradicted by Plaintiffs. Thus, title by adverse possession was proper and consistent with Gene Whesell's testimony relating to color of title.

As to Plaintiffs Paragraph IX, Plaintiffs are not entitled to an injunction. On April 21, 2010, Plaintiffs' counsel sought an injunction in a hearing in Colleton County presided by the Honorable Carmen Mullen. The transcript of such was provided to this Court. Judge Mullen denied Plaintiffs' request for an injunction attempting to require Drew to keep his gate on Camp Road open. No appeal was taken from this ruling as Plaintiffs' request for an injunction was denied and not appealed.

Based on the foregoing, Defendants respectfully request this Court to deny Plaintiffs' Motion To Consider And to Alter Or Amend The Judgment.

  
A. Parker Barnes, Jr.  
A. PARKER BARNES, JR., P.A.  
P.O. Drawer 1729  
Beaufort, South Carolina 29901-1729  
Telephone: (843) 522-2600  
Facsimile: (843) 522-2610  
E-Mail: [apbarnes@parkerbarneslaw.com](mailto:apbarnes@parkerbarneslaw.com)  
**Attorney for Defendants Sylvester Guess  
Drew, Jr. And Debra Drew**

Beaufort, South Carolina

October 10, 2015

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF COLLETON )  
 )  
 TED A. NETTLES and JANELL B. )  
 NETTLES, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 SYLVESTER GUESS DREW, JR., )  
 DEBRA DREW, and )  
 COLLETON COUNTY )  
 )  
 Defendants. )

IN THE COURT OF COMMON PLEAS  
 CIVIL ACTION NO.: 2010-CP-15-00247

CERTIFICATE OF MAILING


2015 OCT 15 AM 11:30  
 COLLETON COUNTY  
 COMMON PLEAS

I, Zelda L. England, hereby certify that I have served counsel in this action with a copy of the pleading(s) hereinbelow specified via e-mail and facsimile to Thomas C. Nelson ([tnelson@charlestonlaw.net](mailto:tnelson@charlestonlaw.net)), and Mitch Griffith ([mgriffith@griffithsadlersharp.com](mailto:mgriffith@griffithsadlersharp.com)), facsimile (843) 521-4247) and by mailing a copy of the same by United States Mail, postage prepaid, to the following counsel of record:

Pleading(s): Defendants Sylvester Guess Drew, Jr. And Debra Drew's Motion To Exclude Expert Testimony of Elliotte Quinn and Certificate Of Mailing

Counsel Served: Attorney for Plaintiffs:  
 Thomas C. Nelson, Esq.  
 FUTUERAL & NELSON, LLC  
 P.O. Box 1385  
 Mt. Pleasant, SC 29465

Attorney for Colleton County  
 E. Mitchell Griffith, Esq.  
 GRIFFITH, SHARP & LIPFERT, LLC  
 P.O. Box 570  
 Beaufort, SC 29901

  
 Zelda England, Legal Assistant to  
 A. Parker Barnes, Jr.

Beaufort, South Carolina  
 October 10, 2015

A. PARKER BARNES JR., P.A.

ATTORNEY AT LAW  
P.O. DRAWER 1729  
500 CARTERET STREET  
BEAUFORT, SOUTH CAROLINA 29901-1729  
apbarnes@parkerbarneslaw.com

A. PARKER BARNES, JR.  
CERTIFIED CIVIL COURT MEDIATOR

TELEPHONE (843) 522-2600  
FACSIMILE (843) 522-2610

October 10, 2015

Honorable Patricia C. Grant  
Colleton County Clerk of Court  
P. O. Box 620  
Walterboro, SC 29488

RE: *NETTLES, ET AL. vs. DREW, ET AL.*  
*CIVIL ACTION NO. 2010-CP-15-00247*  
*OUR FILE NO.: 4656*

Dear Patricia:

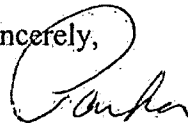
Please find enclosed the original and one copy of the *Defendants Sylvester Guess Drew, Jr. and Debra Drews' Response To Plaintiffs' Motion To Reconsider And to Alter or Amend the Judgment and Certificate of Service* for filing in the above captioned matter. Please file the original documents and return a clocked copy in the self-addressed stamped envelope which I have provided.

By copy of this letter, I am serving opposing counsel with copy of same.

As always, your assistance is greatly appreciated. Should you have any questions regarding this matter, please feel free to contact me.

With kindest regards, I am

Sincerely,



A. Parker Barnes, Jr.

Enclosures

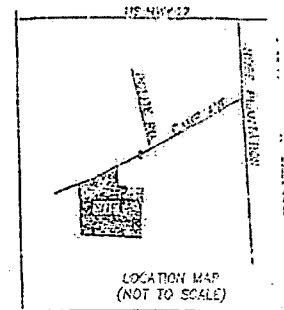
cc: Thomas C. Nelson, Esquire (via e-mail [tnelson@charlestonlaw.net](mailto:tnelson@charlestonlaw.net) and Regular U.S. Mail)  
Mitch Griffith, Esquire (via e-mail [mgriffith@griffithsadlersharp.com](mailto:mgriffith@griffithsadlersharp.com) and facsimile 843-521-4247)  
Honorable Doyet A. Early, III (via e-mail [dearlylc@sccourts.org](mailto:dearlylc@sccourts.org))

OIP OLD IRON PIPE  
 IRF IRON ROD FOUND  
 OOP DISTURBED OLD IRON PIPE  
 BRF BOLTED ROD FOUND

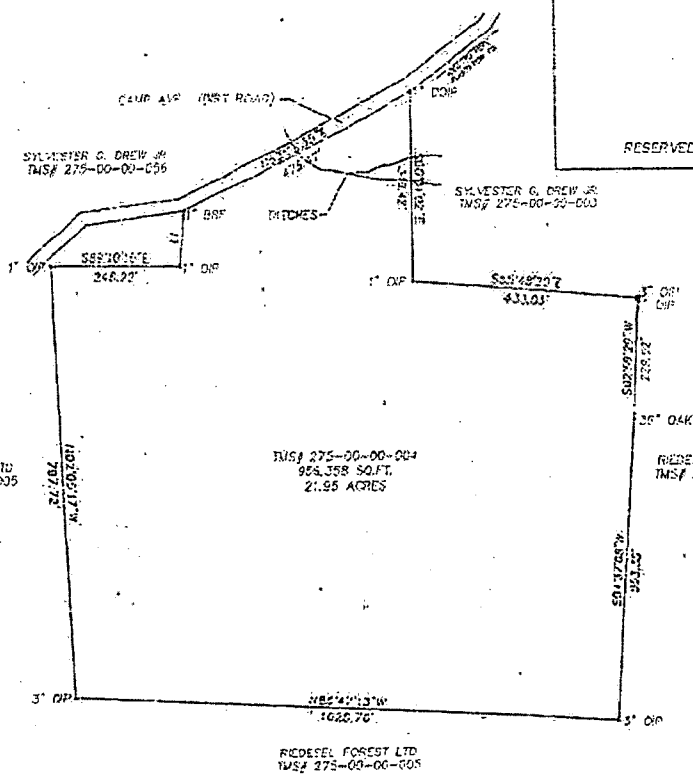
LINE TABLE		
LINE	LENGTH	BEARING
11	128.22	N85°13'13"W

Instrument 200900016172  
 Volume Page 816 9

200900016172  
 Filed for Record in  
 COLLETON COUNTY SC  
 KARLA DARDIELO  
 12-04-2009 AT 02:38 pm.  
 PLAT LARGE 10.00



RESERVED FOR COLLETON COUNTY STAMPS AND NOTES



REFERENCES:  
 PLAT BY LAWRENCE J. KENNEDY JR.  
 DATED APRIL 23, 2002

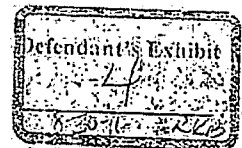
- NOTES:
1. PROPERTY OF TED A. NETTLES JR. AND JANEL E. NETTLES.
  2. TMS# 275-00-00-004
  3. AREA WAS DETERMINED BY THE COORDINATE METHOD AND ALL INFORMATION SHOWN ON THIS PLAT OUTSIDE THE SURVEYED PROPERTY LINES IS FOR DESCRIPTIVE INFORMATION ONLY.
  4. ALL REFERENCE MATERIALS ON THIS PLAT WERE USED TO PERFORM THIS SURVEY ONLY. THERE HAS NOT BEEN ANY TITLE SEARCH TO ACQUIRE THE INFORMATION SHOWN.
  5. THERE HAS BEEN NO SURVEY DONE TO DETERMINE WETLANDS AND/OR LIVESHIP STRUCTURES TO PROPERLY DEVELOPMENT OF THIS PROPERTY.
  6. THERE ARE NO STRUCTURES ENCRDACHING ON THIS PROPERTY.



Colleton County  
 Planning & Development  
 APPROVED FINAL PLAT  
 12-4-09  
 Planner, Director



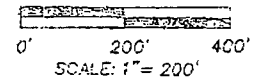
SEAL AFFIXED

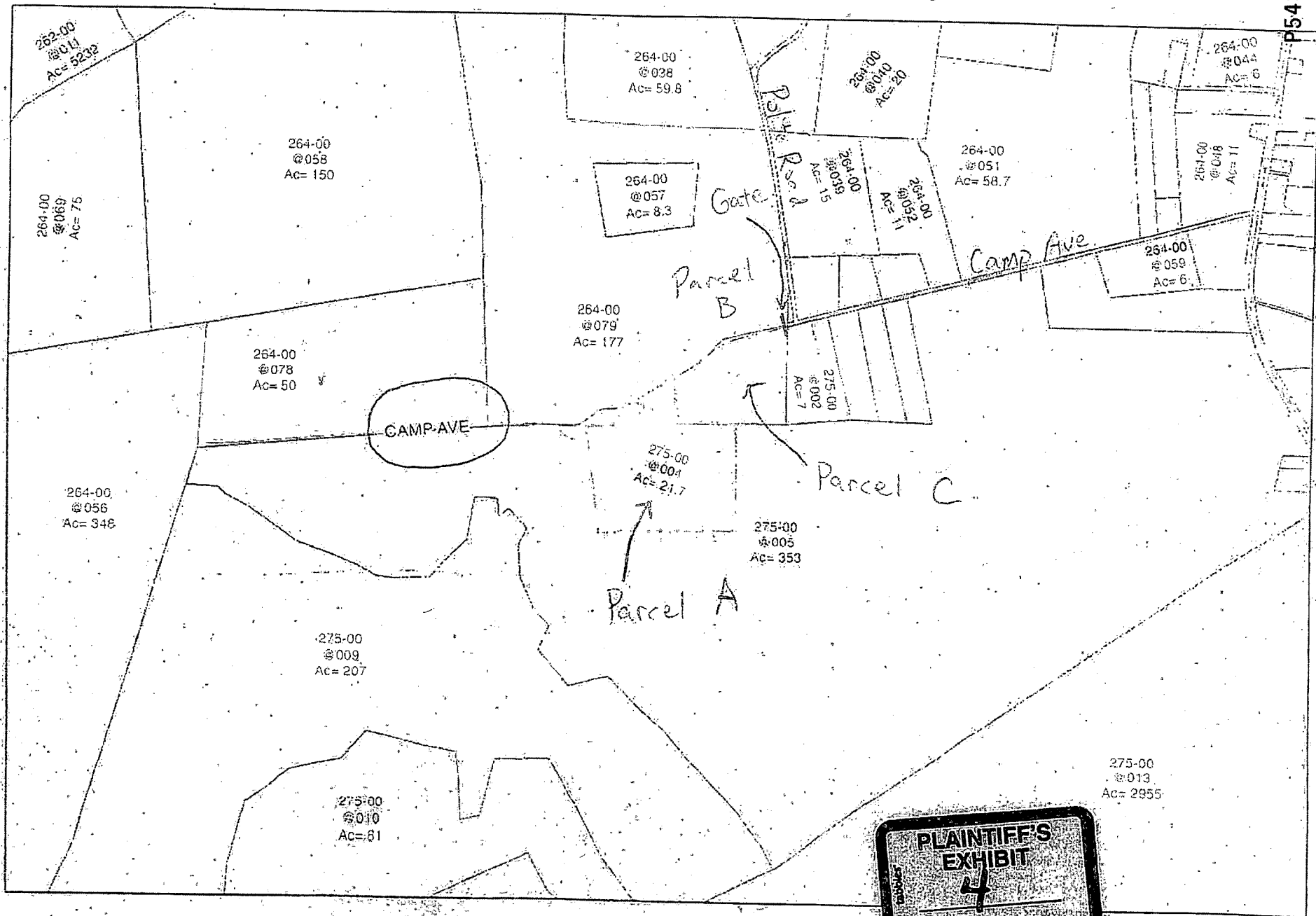


**CHARLESTOWN ENGINEERING, INC.**  
 TMS# 275-00-00-004  
 BOUNDARY SURVY  
 DATE: 12-04-2009  
 BY: KARLA DARDIELO

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT 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 SURVEY AS SPECIFIED THEREIN.  
 ROBERT J. STEELE 2497 6135

BOUNDARY SURVEY OF TMS# 275-00-00-004  
 LOCATED ON CAMP AVENUE  
 NEAR JACKSONBORO  
 COLLETON COUNTY, SOUTH CAROLINA  
 NOVEMBER 29, 2009





P543

**PLAINTIFF'S EXHIBIT**  
**4**

The information contained on this map is made available to the public as a service of the Colleton County GIS Division. This information is intended for general reference purposes only. Colleton County does not assume any liability for damages arising from errors, omissions, or use of this information. This information is offered to the public AS IS WITHOUT WARRANTY OF ANY KIND.



275-00-00-004  
September 17, 2010  
Colleton County Technology Dept.



1 inch = 921.95 feet

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

SPECIAL REFEREE DEED

To all whom these Presents shall concern:

I, Harris L. Beach, Jr., as Special Referee, for Colleton County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Colleton County, between, Norvia Miller, as Plaintiff and Mamie Simmons, et al. As Defendants, Case No. 2008-CP-15-662, by an Order Quieting Title dated on July 13, 2009, it was decreed that the title to the property hereinafter described be sold and that a deed from the Special Referee for Colleton County be issued to the said Purchaser and the funds disbursed pursuant to the Courts Order.

NOW THEREFORE KNOW ALL MEN, That I Harris L. Beach, Jr. the undersigned as Special Referee for Colleton County, pursuant to the foregoing Order Quieting Title dated July 13, 2009, have granted, bargained, sold and released and by these presents do grant and release unto Janell B. Nettles and Ted A. Nettles the following described property:

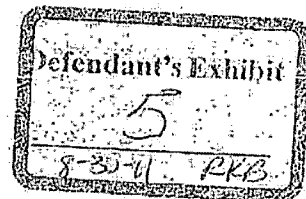
All that certain piece parcel tract of land together with buildings and improvements thereon situate lying and being near Jacksonboro being in Colleton County, South Carolina containing 21.70 acres more or less and being a portion of the West bank tract near the camp settlement and being bounded as follows: on the East now or formerly of Washington; South by land now or formerly of Charity Washington; on the West by lands now or formerly of Branham and on the North by land now or formerly of Drayton and designated as TMS number 275-00-00-004 in the Colleton County Accessors Office.

THIS conveyance is made SUBJECT TO any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the RMC Office for Colleton County, South Carolina.

BEING the same property subject to the Suit to Quiet Title in Case Number 2008-CP-15-622 and the Courts Final Decree filed July 14, 2009.

TMS # 275-00-00-004

Grantee's Address: \_\_\_\_\_



TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances whatsoever to the said property belonging, or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties of the said suit and of all other persons who might rightfully claim the same or any part thereof, by from, or under them, or either of them;

TO HAVE AND TO HOLD unto the said Janell B. Nettles and Ted A. Nettles property, with its hereditaments, privileges, and appurtenances, unto the said grantee, their heirs and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I the undersigned, as for County, under and by virtue of the said order(s), have hereunto, set my Hand and Seal, this 25 day of November in the year of our Lord Two Thousand and Nine and in the Two Hundred and Thirty-Second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF  
Wanda P. Caldwell  
(Signature of 1<sup>st</sup> Witness)

Harris L. Beach, Jr.  
Harris L. Beach, Jr.  
Special Referee for Colleton County

Frances S. Pyle  
(Signature of Notary Public as  
2<sup>nd</sup> Witness)

STATE OF SOUTH CAROLINA  
COUNTY OF COLLETON

I, FRANCES S. PYLE, do hereby certify that Harris L. Beach, Jr., as Special Referee, for Colleton County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of November, 2009.

Frances S. Pyle  
Notary Public For South Carolina  
My commission expires: 8-9-12

File #003746



Julian C. Poole et al Sylvester G. Drew, Jr.

THE STATE OF SOUTH CAROLINA, COUNTY OF COLLETON.

(FOR WHEREAS, See Below Description)

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Julian C. Poole and Lorene R. Poole

in the State of South Carolina and in consideration of the sum of Five Thousand Sixty-six and 64/100 (\$5066.64) Dollars, to us in hand paid of and before the sealing of these presents by Sylvester G. Drew, Jr. Jacksonboro, S. C.

to the State of South Carolina and the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said Sylvester G. Drew, Jr., his heirs and assigns

All that piece, parcel or tract of land, located in the Jacksonboro School District, Colleton County, South Carolina, containing nineteen (19) acres, more or less, and bounded as follows to wit: On the North by lands of Della Frasier; On the East by County Road separating same from lands of Julian C. Poole and lands of Joe Washington; On the South by Camp Lane Road separating same from eleven (11) acre tract this date conveyed to Sylvester G. Drew; and on the West by lands of J. L. McMillan, lands of Mitchell Estate and lands of A. G. Kiser.

For a more specific description of the above described nineteen (19) acre tract, reference may be had to plat prepared by S. S. Snook, Registered Land Surveyor, dated January 25, 1965, and recorded in Plat Book 14, page 87, said tract is the northwestern portion of that 58.8 acre tract which was formerly owned by Julius W. Poole and devised to the grantors herein as evidenced by Will recorded in the Probate Judge's Office for Colleton County in Will Book 7, page 519.

WHEREAS, Julius W. Poole died testate March 17, 1972 devising under ITEM IV a fifty-eight and eight tenths (58.8) acres of land to his wife, Lorene R. Poole, for life, and at her death to his son, Julian C. Poole, in fee, NOW

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise united or appertaining TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Sylvester G. Drew, Jr.

AND we do hereby bind ourselves, our heirs, Executors and Administrators to uphold and defend the said Premises unto the said Sylvester G. Drew, Jr.

Witness our hand and Seal this 5th day of May, 1973, in the year of our Lord one thousand nine hundred and seventy-three and in the one hundred and Ninety-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered to the Presence of James M. Phinney, Jr. as to Julian C. Poole (L.S.) Gwynell Poole as to Lorene R. Poole (L.S.)

Marguerite S. Kinard as to Lorene R. Poole (L.S.) Osborne H. Rhodes as to Lorene R. Poole (L.S.)



THE STATE OF SOUTH CAROLINA, Colleton County. Fed. Stamp \$ 0.85 S. C. Stamp \$ 1.00 Presently appeared before us Gwynell Poole

and made oath that he saw the within named Julian C. Poole age, sex and ss his set and doth, deliver the within-written Deed; and that he with James M. Phinney, Jr. witnessed the execution thereof.

Sworn to before me, this 5th day of May, A. D. 1973. L. J. McCasley (Seal Affixed) Gwynell Poole Comm. Expires 12-1-80 Notary Public for S. C.

Recorded May 14, 1973 (12:00 A.M.) Emily N. Baggett, Clerk of Court for Colleton County.

257

Julian C. Poole et al to Sylvester G. Drow

THE STATE OF SOUTH CAROLINA,  
COUNTY OF COLLETON.

( For WHEREAS, See Below Description )  
KNOW ALL MEN BY THESE PRESENTS, THAT

We, Julian C. Poole and Lorene R. Poole

to the State aforesaid, and in consideration of the sum of Twenty-nine Hundred Thirty-three and 36/100 (\$2933.36) Dollars, to us in hand paid at and before the signing of these presents by Sylvester G. Drow, Jacksonboro, S. C.

to the State aforesaid, and the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, sell and release, unto the said Sylvester G. Drow, his heirs and assigns

All that piece, parcel or tract of land, located in Jacksonboro School District, Colleton County, South Carolina, containing eleven (11) acres, more or less, and bounded as follows to wit: On the North by Camp Lane Road separating same from nineteen (19) acre tract this date being conveyed to Sylvester G. Drow, Jr.; On the East by lands of Ben Johnson and on the South by lands of Kaiser and Simmons; On the West by lands of Kaiser and Camp Lane Road separating same from lands of McMillan.

For a more specific description of the above described eleven (11) acre tract, reference may be had to plat prepared by S. S. Snook, Registered Land Surveyor, dated January 25, 1965 and recorded in Plat Book 14, page 97, said tract is the southernmost portion of that 50.3 acre tract which was formerly owned by Julius W. Poole and devised to the grantors herein as evidenced by Will recorded in the Probate Judge's Office for Colleton County in Will Book 7, page 519.

WHEREAS Julius W. Poole died testate March 17, 1972 devising under ITEM IV a fifty-eight and eight tenths (58.8) acre tract of land to his wife, Lorene R. Poole, for life, and at her death to his son, Julian C. Poole, in fee, NOW

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining, TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Sylvester G. Drow, his heirs and assigns, forever, AND WE, do hereby bind ourselves, our Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said Sylvester G. Drow, his heirs and assigns, forever.

IN WITNESS WHEREOF, we the said Grantors, have hereunto set our hands and seals, this 5th day of May, 1973, at Jacksonboro, South Carolina.

WITNESS our Hand and Seal, this 5th day of May, 1973, in the year of our Lord one thousand nine hundred and seventy-three, and in the one hundred and ninety-seventh year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of Guynell Poole, James M. Rhinney, Jr. as to Julian C. Poole (L.S.)

Marguerite S. Kinard as to Lorene R. Poole (L.S.)  
Guborne H. Rhodes as to



THE STATE OF SOUTH CAROLINA, Colleton County. Personally appeared before me Guynell Poole, Notary Public for S. C. Julian C. Poole, as to L. J. McCarley (Seal Affixed) Guynell Poole, Notary Public for S. C. A. D. 1973 (SEAL)



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THE STATE OF SOUTH CAROLINA,  
Colleton County, Fed. Stamp \$ \_\_\_\_\_ S. C. Stamp \$ \_\_\_\_\_ Personally appeared before me \_\_\_\_\_ Marguerite S. Kinard \_\_\_\_\_  
and made oath that he saw the within-named \_\_\_\_\_ LORENA R. POOLE \_\_\_\_\_  
sign, seal, and as \_\_\_\_\_ NOT at and read, deliver the within-written Deed; and that \_\_\_\_\_ he \_\_\_\_\_ with \_\_\_\_\_ Osborne H. Rhodes \_\_\_\_\_  
witnessed the execution thereof.  
Given to before me, this \_\_\_\_\_ 5th \_\_\_\_\_  
day of \_\_\_\_\_ May \_\_\_\_\_ A. D. 1973 \_\_\_\_\_  
Osborne H. Rhodes \_\_\_\_\_  
Notary Public for S. C. (REAL) \_\_\_\_\_ Marguerite S. Kinard \_\_\_\_\_

THE STATE OF SOUTH CAROLINA,  
Colleton County, Fed. Stamp \$ \_\_\_\_\_ S. C. Stamp \$ \_\_\_\_\_ Personally appeared before me \_\_\_\_\_  
and made oath that he saw the within-named \_\_\_\_\_  
sign, seal, and as \_\_\_\_\_ at and read, deliver the within-written Deed; and that \_\_\_\_\_ he \_\_\_\_\_  
witnessed the execution thereof.  
Given to before me, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_\_  
(REAL)  
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,  
Colleton County, Fed. Stamp \$ \_\_\_\_\_ S. C. Stamp \$ \_\_\_\_\_ Personally appeared before me \_\_\_\_\_  
and made oath that he saw the within-named \_\_\_\_\_  
sign, seal, and as \_\_\_\_\_ at and read, deliver the within-written Deed; and that \_\_\_\_\_ he \_\_\_\_\_  
witnessed the execution thereof.  
Given to before me, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_\_  
(REAL)  
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA,  
Colleton County, Fed. Stamp \$ \_\_\_\_\_ S. C. Stamp \$ \_\_\_\_\_ Personally appeared before me \_\_\_\_\_  
and made oath that he saw the within-named \_\_\_\_\_  
sign, seal, and as \_\_\_\_\_ at and read, deliver the within-written Deed; and that \_\_\_\_\_ he \_\_\_\_\_  
witnessed the execution thereof.  
Given to before me, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_\_  
(REAL)  
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER  
Colleton County, \_\_\_\_\_ a Notary Public for S. C.,  
do hereby certify unto all whom it may concern, that \_\_\_\_\_ the wife of the within-named  
by me, did declare that she does freely, voluntarily and without any compulsion, threat or fear of any person or persons whatsoever, influence, restraint and forever  
relinquish unto the within-named \_\_\_\_\_  
Hirs and Assigns, all her interest and estate, and also her right and claim of dower, of, to or to all and singular the premises within mentioned and released.  
Given under my Hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 19\_\_\_\_\_  
(REAL)  
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER  
Colleton County, \_\_\_\_\_ a Notary Public for S. C.,  
do hereby certify unto all whom it may concern, that \_\_\_\_\_ the wife of the within-named  
by me, did declare that she does freely, voluntarily and without any compulsion, threat or fear of any person or persons whatsoever, influence, restraint and forever  
relinquish unto the within-named \_\_\_\_\_  
Hirs and Assigns, all her interest and estate, and also her right and claim of dower, of, to or to all and singular the premises within mentioned and released.  
Given under my Hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 19\_\_\_\_\_  
(REAL)  
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER  
Colleton County, \_\_\_\_\_ a Notary Public for S. C.,  
do hereby certify unto all whom it may concern, that \_\_\_\_\_ the wife of the within-named  
by me, did declare that she does freely, voluntarily and without any compulsion, threat or fear of any person or persons whatsoever, influence, restraint and forever  
relinquish unto the within-named \_\_\_\_\_  
Hirs and Assigns, all her interest and estate, and also her right and claim of dower, of, to or to all and singular the premises within mentioned and released.  
Given under my Hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 19\_\_\_\_\_  
(REAL)  
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER  
Colleton County, \_\_\_\_\_ a Notary Public for S. C.,  
do hereby certify unto all whom it may concern, that \_\_\_\_\_ the wife of the within-named  
by me, did declare that she does freely, voluntarily and without any compulsion, threat or fear of any person or persons whatsoever, influence, restraint and forever  
relinquish unto the within-named \_\_\_\_\_  
Hirs and Assigns, all her interest and estate, and also her right and claim of dower, of, to or to all and singular the premises within mentioned and released.  
Given under my Hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 19\_\_\_\_\_  
(REAL)  
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER  
Colleton County, \_\_\_\_\_ a Notary Public for S. C.,  
do hereby certify unto all whom it may concern, that \_\_\_\_\_ the wife of the within-named  
by me, did declare that she does freely, voluntarily and without any compulsion, threat or fear of any person or persons whatsoever, influence, restraint and forever  
relinquish unto the within-named \_\_\_\_\_  
Hirs and Assigns, all her interest and estate, and also her right and claim of dower, of, to or to all and singular the premises within mentioned and released.  
Given under my Hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 19\_\_\_\_\_  
(REAL)  
Notary Public for S. C.

Recorded May 14, 1973 (12:00 A.M.) Billy W. Baggett, Clerk of Court for Colleton County.

A.B. Higgins to A.O. Kiser.

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS THAT

I, Abraham Higgins, (A.B. Higgins.)

in the State of South Carolina for and to the consideration of a sum of One Hundred, Twenty Five and no/100 (\$ 125.00) Dollars to be paid in full before the signing of these presents by A.O. Kiser. to the State of South Carolina and by these presents do grant, bargain, sell and convey, with all rights and appurtenances thereto in anywise by law in anywise so connected, attached and related, unto A.O. Kiser, his heirs and assigns.

(1) One Lot of land, contains (6) five acres, more or less, and described as follows: Bounded on the North by Camp Lane Road; leading from Jacksonville highway to Deer Creek; Bounded on the South by lands of J.W. Poole; Bounded on the East by lands of A.O. Kiser; and bounded on the West by lands of J.W. Poole. The above (6) Five acres is a part of tract of land originally in the name of late Jane Higgins,

TO HAVE AND TO HOLD, with all rights and appurtenances thereto in anywise by law in anywise so connected, attached and related, unto A.O. Kiser, his heirs and assigns, forever.

Witness my hand and seal of office this 21st day of June, 1944.

A.O. Kiser his

WITNESSES: Myself and my heirs.

Arline Trice Jones

THE DEPUTY OF SOUTH CAROLINA, Colleton County.

Notary Public for S.C.

Arline Trice Jones

THE STATE OF SOUTH CAROLINA, Colleton County.

Notary Public for S.C.

Arline Trice Jones

Notary Public for S.C.

Arline Trice Jones

PLAINTIFF'S EXHIBIT

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Return to: Williamson Law Office, PA  
107 W. 6<sup>th</sup> North St., Suite 207  
Summerville, SC 29483

Instrument 200700833170 OR Volume Page 1481 96

STATE OF SOUTH CAROLINA )  
  ) TITLE TO REAL ESTATE  
COUNTY OF COLLETON        ) Title Not Examined Nor Certified by Drafting Attorney

KNOW YE ALL MEN BY THESE PRESENTS THAT I, Sylvester Guess Drew, Jr., in the State aforesaid, in consideration of the sum of FIVE DOLLARS (\$5.00), love and affection, to me in hand paid at and before the sealing of these presents, by Debra P. Drew in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents, do grant, bargain, sell and release unto Debra P. Drew, her Heirs and Assigns forever, my 100% interest in the following described real property, to wit:

See Attached Exhibit A

Grantee's Address: P.O. Box 6, Jacksonboro, SC 29452

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining. TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto Debra P. Drew, her Heirs and Assigns, forever.

AND I do hereby bind myself and my heirs and Assigns, to warrant and forever defend, all and singular, the said Premises unto Debra P. Drew, her Heirs and Assigns, against me and my heirs and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand and Seal this 6 day of March 2007.

Joni W. Henley  
Witness

Melvin D. Williamson  
Witness

Sylvester G. Drew, Jr.

252-00-00-003  
252-00-00-095  
252-00-00-098  
252-00-00-099  
264-00-00-058  
264-00-00-078

Page 1 of 6

YES 275-00-00-003  
DATE 3-27-2007  
GEORGE R. MCCORMACK, R.F.  
SOUTH CAROLINA COUNTY

PLAINTIFF'S EXHIBIT  
21

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER ) ACKNOWLEDGMENT

SWORN TO AND ACKNOWLEDGED before me by Sylvester G. Drew, Jr. on this 16 day of November 2007.

Melvin D. Williamson (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 8/30/2010

STATE OF SOUTH CAROLINA )  
COUNTY OF DORCHESTER ) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Sylvester G. Drew, Jr. to Debra P. Drew on August 6, 2007.
3. Check one of the following: The DEED is:
  - (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c)  EXEMPT from the deed recording fee because (exemption #1 - consideration less than \$100)

(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of .....
  - (b) The fee is computed on the fair market value of the realty which is .....
  - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is .....
5. Check YES  or NO  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ .....
6. The Deed Recording Fee is computed as follows:
  - (a) the amount listed in item 4 above: .....
  - (b) the amount listed in item 5 above (no amount place zero) .....
  - (c) Subtract Line 6(b) from Line 6(a) and place the result .....
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as seller.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sylvester G. Drew, Jr.  
Sylvester G. Drew, Jr.

SWORN to before me this 6 day of August, 2007

Melvin D. Williamson (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 8/31/2010

EXHIBIT A

1. ALL that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, measuring and containing five-tenths (0.5) of an acre, more or less, and designated as Tract B on a plat prepared by S.S. Snook, R.L.S., dated December 8, 1971, and recorded in the Office of the Clerk of Court for Colleton County of December 23, 1971 in Plat Book 13 at page 101, said plat having been amended or updated by W. Gene Whetsell, R.L.S. #3131, on January 15, 1990 and re-recorded in said Clerk's office on June 15, 1990 in Book 571 at page 4.

Portion of TMS No.: 252-00-00-003

ALSO:

ALL that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being in Colleton County, South Carolina, measuring and containing twenty and three tenths (20.3) acres, more or less, and designated as Tract A-2 on a plat prepared by S.S. Snook, R.L.S., dated December 8, 1971, and recorded in the office of the Clerk of Court for Colleton County on December 23, 1971 in Plat Book 13 at page 101, said plat having been amended or updated by W. Gene Whetsell, R.L.S., #3131 on January 15, 1990 and re-recorded in said Clerk's office on June 15, 1990, in Book 571 at page 4.

Portion of TMS No.: 252-00-00-003

ALSO:

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Colleton, State of South Carolina, measuring and containing thirty-two (32) acres, more or less, and designated as Tract A-2 on a plat of S.S. Snook, R.L.S., dated June 15, 1972, revised by S.S. Snook, R.L.S. on October 23, 1972 and recorded in the office of the Clerk of Court for Colleton County in Miscellaneous Plat Book, Drawer 1, Slide 504 at B-60.

Portion of TMS No.: 252-00-00-003

ALSO:

ALL that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, measuring and containing one hundred fifty (150) acres, and designated as Parcel J on a plat of Deer Creek Ranch prepared by W. Gene Whetsell, R.L.S. #3131, dated November 1984, and recorded in the office of the Clerk of Court for Colleton County on April 17, 1986 on Slide 441 at page 2.

TMS No. 264-00-00-058

This being the same property distributed to Sylvester Guess Drew, Jr. by Deed of Distribution dated March 29, 2004 and recorded at the Colleton County RMC office on May 7, 2004 in Book 1060, Page 19.

2. TRACT No. I:

ALL that piece, parcel or tract of land at or near Jacksonboro, in Colleton County, South Carolina, containing thirty-two and five-tenths (32.5) acres, more or less, and bounded as follows: on the North by lands of Eva Ruger, of Estate of Rosa Liverpool, and Tract No. II hereinafter described; on the East by lands of Sylvester G. Drew, Sr., of J.L. McMillan, and of Mary M. Hudson; on the South by lands of Mary M. Hudson; and on the West by lands of J.L. McMillan being conveyed contemporaneously herewith to Mary M. Hudson and designated as Tract "A-2" on the plat hereinafter referred to, and lands of Eva Ruger, the tract herein conveyed being designated and shown as "A"-1 on plat prepared by S.S. Snook, Registered Land Surveyor, dated June 15, 1972, revised October 23, 1972, and recorded in Plat Book Misc. Plat, at drawer #1, in the office of the Clerk of Court for Colleton County, South Carolina.

ALSO: TRACT NO. II:

ALL that piece, parcel or tract of land at or near Jacksonboro, in Colleton County, South Carolina, containing five and five-tenths (5.5) acres, more or less, and bounded as follows: on the North by lands of Danny Edwards; on the East by lands of Estate of Wright; on the South by lands of Maggie Fishburne, of Sylvester G. Drew, Sr., and of Tract No. I above-described; and on the West by lands of Estate of Rosa Liverpool; the tract herein conveyed being designated and shown as "B" on plat prepared by S.S. Snook, Registered Land Surveyor, dated June 15, 1972, revised October 23, 1972, and recorded in Plat Book Misc. Plat., at drawer # 1, in the office of the Clerk of Court for Colleton County, South Carolina.

TMS No.: 252-00-00-004

This being the same property conveyed to Sylvester Guess Drew, Jr. by Deed of J.L. McMillan, dated November 3, 1972 and recorded at the Colleton County RMC office on November 22, 1972 in Book 170, Page 165.

3. ALL that certain piece, parcel or tract of land, situate, lying and being in Jacksonboro School District, County of Colleton, State of South Carolina, measuring and containing thirty (30) acres, more or less, and bounded as follows: on the North by lands of J.L. McMillan and Mary M. Blasius; on the East by lands of Sylvester G. Drew, Jr.; on the South by lands of heirs of A.G. Kiser; and on the West by lands of J.L. McMillan; being in the Eastern part of the Sanders tract.

TMS No.: 264-00-00-056

This being the same property conveyed to Sylvester Guess Drew, Jr. by Deed of J. L. McMillan dated November 27, 1979 and recorded at the Colleton County RMC office on November 28, 1979 in Book 198, Page 480.

4. ALL that certain piece, parcel or tract of land, situate, lying and being in Jacksonboro School District, County of Colleton, State of South Carolina, measuring and containing twenty (20) acres, more or less, and bounded as follows: On the North by lands of J.L. McMillan and Mary M. Blasius; on the East by lands of Sylvester G. Drew, Jr.; on the South by lands of the heirs of A.G. Kiser; and on the West by lands of J.L. McMillan; being in the eastern part of the Sanders Tract.



TMS No.: 264-00-00-056

This being the same property conveyed to Sylvester Guess Drew, Jr. by Deed of J. L. McMillan dated December 3, 1982 and recorded at the Colleton County Clerk of Court office on December 6, 1982 in Book 254, Page 338.

5. ALL that certain piece, parcel or tract of land, located in Jacksonboro School District, Colleton County, South Carolina, containing eleven (11) acres, more or less, and bounded as follows to wit: On the North by Camp Lane Road separating same from nineteen (19) acre tract this date being conveyed to Sylvester G. Drew, Jr.; on the East by lands of Ben Johnson and on the South by lands of Kaiser and Simmons; on the West by lands of Kaiser and Camp Lane Road separating same from lands of McMillan.

For a more specific description of the above described eleven (11) acre tract, reference may be had to plat prepared by S.S. Snook, Registered Land Surveyor dated January 25, 1965, and recorded in Plat Book 14 at Page 87, said tract is the southermost portion of what 58.8 acre tract which was formerly owned by Julius W. Poole and devised to Julian C. Poole and Lorene R. Poole as evidenced by Will recorded in the Probate Judge's Office for Colleton County in Will Book 7, Page 519.

TMS No.: 275-00-00-003

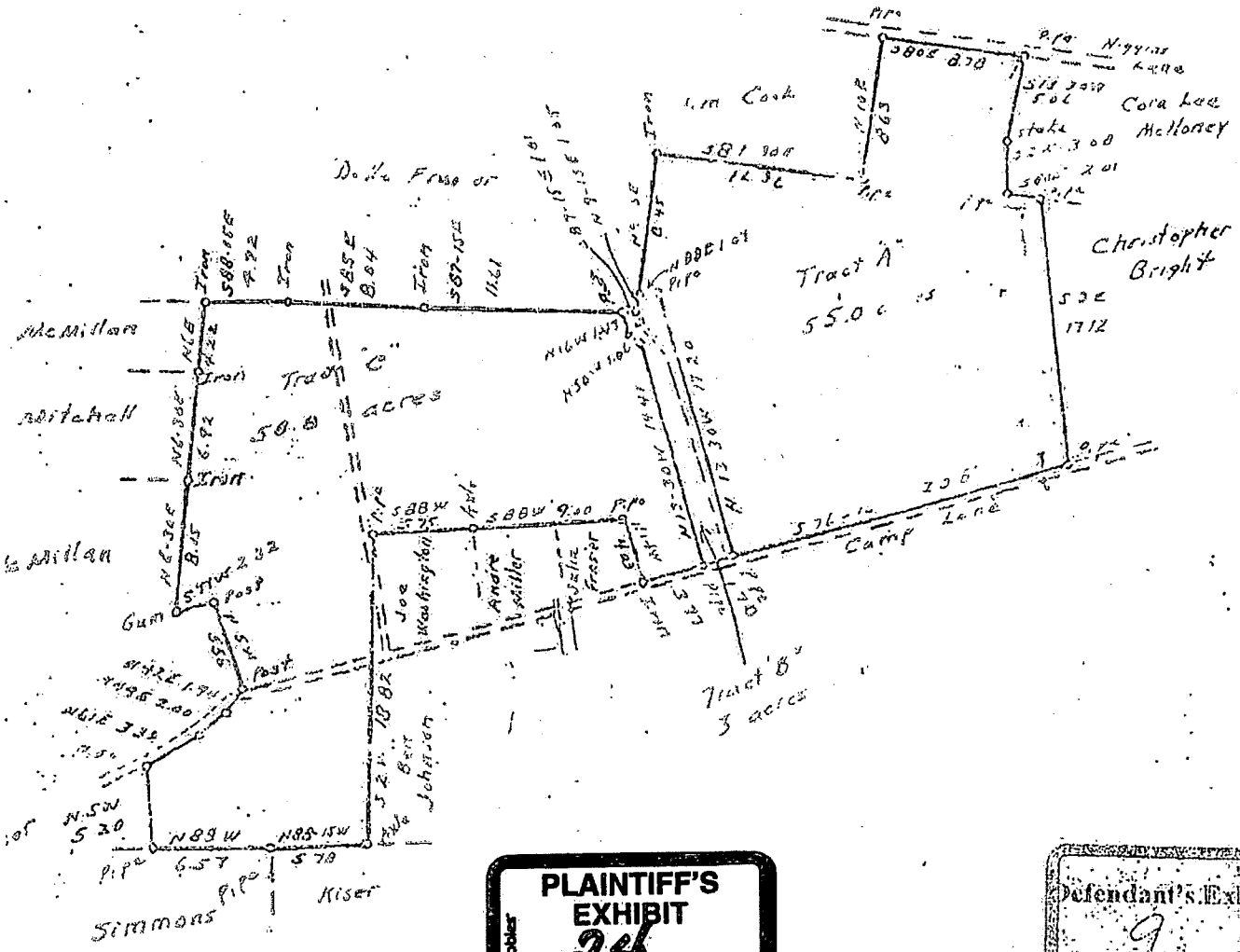
This being the same property conveyed to Sylvester Guess Drew, Jr. by Deed of Sylvester G. Drew, Sr. dated March 31, 2003 and recorded at the Colleton County RMC office on April 3, 2003 in Book 1010, Page 131.

200700033170 EXEMPT  
KARLA DADDIECO  
REGISTER OF DEEDS  
COLLETON COUNTY SC  
03-12-2007 03:01 PM  
REC FEE: 12.00

209700033170  
WILLIAMSON LAW OFFICE P A  
107 W 6TH NORTH ST  
SUITE 207  
SUMMERVILLE SC 29483

32, 14, Pg. 87

Recorded April 23 - 1973



**PLAINTIFF'S EXHIBIT**  
24

**Defendant's Exhibit**  
9  
8-30-11-RKD

Colleton County, South Carolina

part of the lands of J. W. Poole containing 3 acres which I have surveyed and divided into three tracts 55.0, 3 and 50.8 acres

Scale 1 inch = 10 chains Date Jan 1965

By [Signature] Registered Land Surveyor





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A.O. Kiser to J.L. McMillan

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON,

KNOW ALL MEN BY THESE PRESENTS, THAT

J. A. O. KISER,

of the County of Colleton, State of South Carolina, do hereby certify that I have sold to J. L. McMillan, his heirs and assigns, the following described property:

All that certain piece, parcel or tract of land lying and being in Fraser School District, Colleton County, South Carolina, measuring and containing three (3) acres, of land more or less, and bounded as follows: North by lands of J. L. McMillan; on the East by lands of J. L. McMillan; on the South by Camp Lane; and on the West by lands of J. L. McMillan.

The intention of this title is to trade the above three acres of land north of Camp Lane to J. L. McMillan, for one and one half acres of land south of Camp Lane as shown by title of seven cuts from J. L. McMillan to A. O. Kiser.

WITNESSETH that I, the undersigned, the Clerk of the Court, do hereby certify that the above described property is the property of J. A. O. Kiser, and that he is the owner thereof, and that he has sold the same to J. L. McMillan, his heirs and assigns, for the purpose and to the effect hereinbefore expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court, at Colleton, South Carolina, this 23rd day of May, 1949.

THE STATE OF SOUTH CAROLINA, Colleton County, J. A. O. Kiser, Plaintiff, vs. J. L. McMillan, Defendant.

Subscribed and sworn to before me this 23rd day of May, 1949, at Colleton, South Carolina.

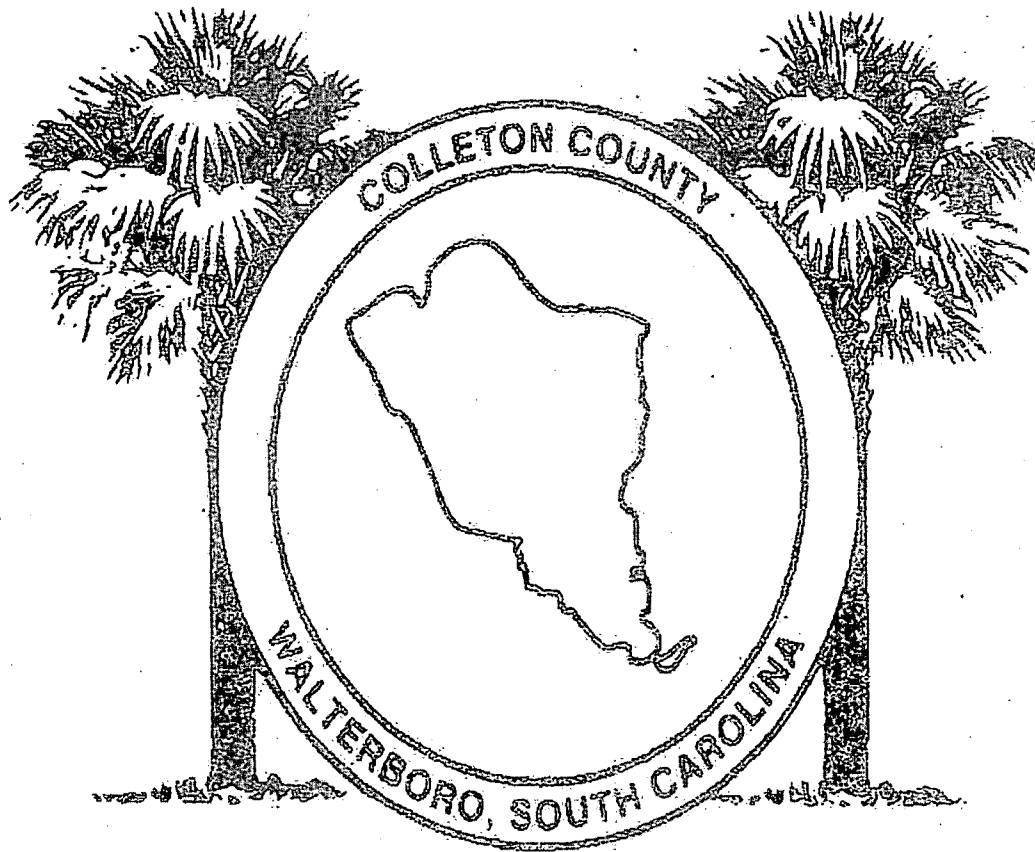
Plaintiff's Exhibit #41



Whereby, all my right title and interest in or to the certain  
 piece parcel or tract of land situated in Grace Down South  
 Colleton County and State of said and being a part of the  
 West Point Tract and bounded as follows on the South by  
 Camp Avenue on the West by Perry Hill Road on the  
 East by Pm. Pm. Road on the West by by lands of Mary  
 E. Grace and said to contain five acres more or less,  
 together with all and singular the rights members  
 hereditaments and appurtenances to the said premises bel-  
 onging or in anywise incident or appertaining, I have  
 and to hold all and singular the said premises here-  
 mentioned unto the said J. L. DeLoach his and  
 assigns forever. And I do hereby bind, my heirs executors  
 and administrators to warrant and forever defend all  
 and singular the said premises unto the said J. L. DeLoach  
 his and assigns, against me and my heirs law-  
 fully claiming or to claim the same or any part thereof -  
 Witness my hand and seal this 31<sup>st</sup> day of July in the  
 year of our Lord one thousand eight hundred and eighty  
 two and in the 10<sup>th</sup> year of the Independence of the United  
 States of America, Mary E. Grace (D) signed sealed  
 and delivered in the presence of James W. Grace Charles  
 W. Grace -  
 The State of South Carolina } Personally appeared before  
 County of Colleton } I, \_\_\_\_\_ and made  
 oath that he saw the within named Mary E. Grace  
 sign seal and as her act and deed deliver the within  
 written deed and that he with Charles Melroy witness-  
 ed the execution thereof - James W. Grace - Sworn to  
 before me this 31<sup>st</sup> day of July A. D. 1882 His Arnold  
 (D) Not. Pub. Recorded August 14<sup>th</sup> 1882

Joseph Bowman }  
 Daniel & Barnes } Title to Real Estate  
 The State of South Carolina. It is now  
 all men by these presents that I, Joseph Bowman of Colleton  
 County in the State of said in consideration of the sum of  
 Two hundred dollars to me paid by Daniel & Barnes  
 of Colleton County in the State of said have granted bar-  
 gained sold and released and by these presents do grant  
 bargain sell and release unto the said Daniel & Barnes  
 and unto their heirs and assigns all that piece parcel  
 or tract of land lying situate and being in the County of

COLLETON COUNTY  
ROAD ATLAS  
2005 EDITION



CREATED AND PREPARED BY  
THE COLLETON COUNTY SHERIFF'S OFFICE 911 DEPARTMENT  
*DEDICATED AND PREPARED*

COLLETON COUNTY ROAD ATLAS INDEX

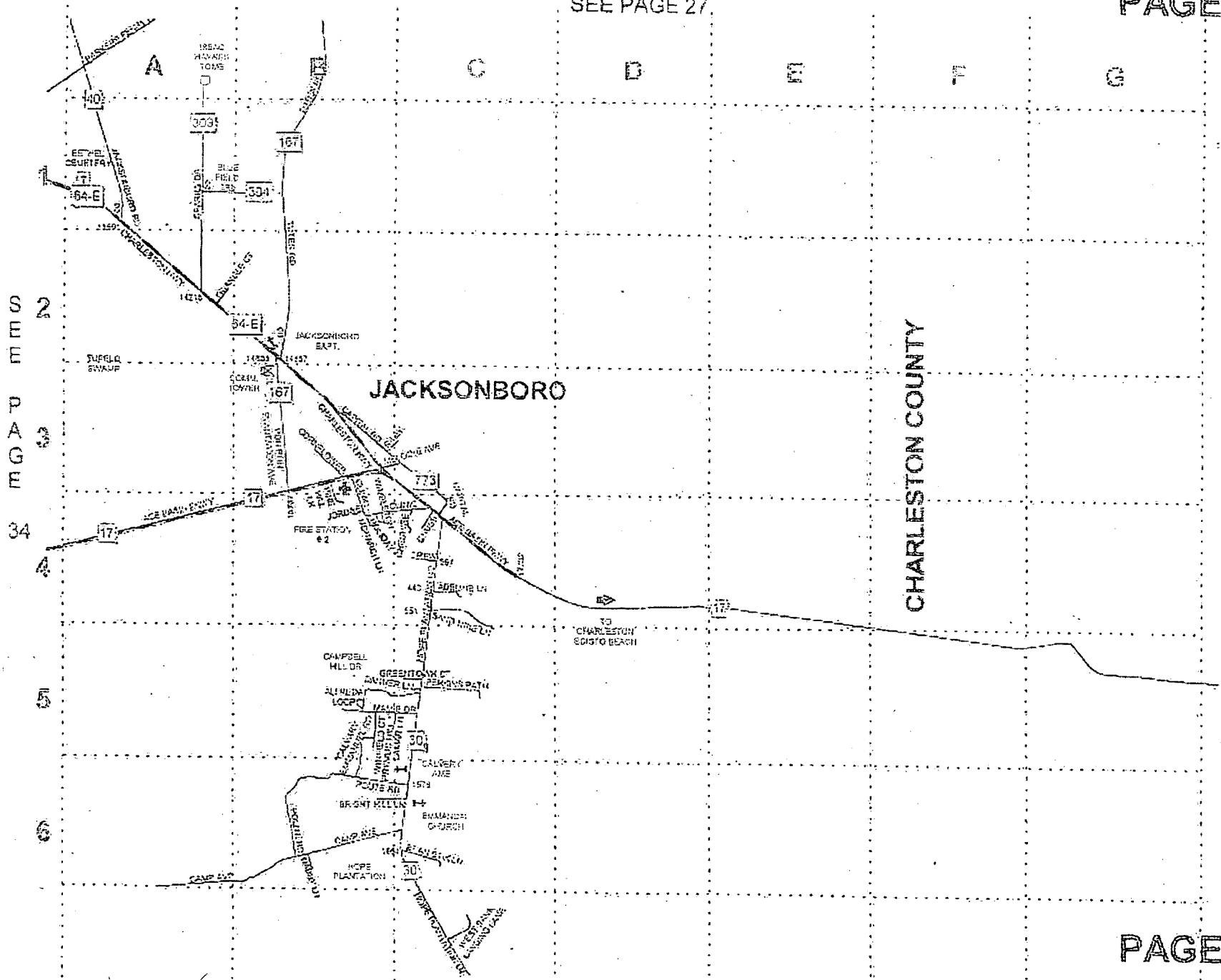
2005

03A0306

P563

ROAD NAME	CLASS	NEWAL	NEWGRID	CROSS NO	CROSS STREET	CDM	FORMER NAME	RD#1	RD#2	RD#3	S-RD#4
CAMELIA	DR	51	D-01	700	CHURCHILL RD	WALTERBORO	CAMELIA DRIVE				
CAMELOT	PL	13	A-06	326	WOODMEADOW DR	COLLETON / EAST	BRIARCLIFF LANE	S-210			
CAMOUFLAGE	CT	26	A-04	178	HOLLOW POINT LN	COTTAGEVILLE	NONE				
CAMP	AV	36	H-06	1936	HOPE PLANTATION LN	JACKSONBORO	NONE	PVT			
CAMP BUDDY	RD	26	H-02	15018	COTTAGEVILLE HWY	COLLETON / EAST	NONE				
CAMPBELL	ST	51	E-03	200	LOCKHART ST	WALTERBORO	CAMPBELL STREET	C-293			
CAMPBELL HILL	DR	36	C-05	1042	HOPE PLANTATION LN	JACKSONBORO	NONE	S-487			
CAMPGROUND	RD	21	A-06	1768	SNIDERS HWY	COLLETON / WEST	CAMPGROUND ROAD				
CAN CITY	RD	9	B-05	5866	MOUNT CARMEL RD	COLLETON / WEST	CAN CITY ROAD	S-193			
CANADYS HILL	LN	9	G-02	10843	JEFFERIES HWY	CANADYS	NONE	S-50			
CANAL	ST	51	C-01	299	FENWICK RD	WALTERBORO	CANAL STREET				
CANDACE	LN	11	D-05	399	AZALEA PATCH RD	HUDSON HILL	NONE	S-388			
CANDLELIGHT	RD	10	G-03	350	GUNTER ST	COLLETON / NORTH	CANDLELIGHT DRIVE				
CANDYMAN	DR	51	G-02	300	FRANCIS ST	COLLETON / EAST	NONE				
CANE	ST	22	E-06	4786	SNIDERS HWY	COLLETON / WEST	CANE CIRCLE				
CANE BRANCH	RD	21	A-06	1777	SNIDERS HWY	COLLETON / WEST	CANE BRANCH ROAD				
CANNON	RD	12	C-04	1742	ROUND O RD	COLLETON / NORTH	CANNON	S-193	S-114		
CAPERS	RD	51	E-06	136	ASHLAND RD	COLLETON / SOUTH	SANDY LOOP ROAD	S-419			
CAPITAL	RD	36	B-03	1532	CHARLESTON HWY	JACKSONBORO	NONE				
CAPRICORN	CT	13	G-05	285	RAMBLER WAY	COLLETON / EAST	NONE	S-773			
CAPT JOHN TRULUCK	DR	21	F-03	510	AVIATION WAY	COLLETON / EAST	NONE				
CARDINAL	LN	14	D-03	2527	AUGUSTA HWY	MAPLE CANE	BYRD LAKE COURT				
CARLISLE	LN	12	G-02	20938	AUGUSTA HWY	MAPLE CANE	NONE				
CARNY	ST	51	E-02	201	S. JEFFERIES BLVD	WALTERBORO	CARNY STREET				
CARNATION	CT	20	F-05	133	INDUSTRIAL RD	COLLETON / NORTH	NONE	S-121			
CAROLETTE	CT	51	A-05	1022	SNIDERS HWY	COLLETON / WEST	NONE	S-672			
CAROLINA	CIR	50	F-01	2504	JEFFERIES HWY	COLLETON / NORTH	CAROLINA CIRCLE	S-484	S-544		
CARRIAGE	CT	21	UNDEVE		HORCAW COURT	COLLETON / EAST	NONE				
CARRISMAE	LN	33	C-01	501	GROUND CIR	COLLETON / SOUTH	NONE	PVT			
CARSON	RD	19	G-01	6817	HUDSON HILL RD	COLLETON / WEST	NONE				
CARTER	ST	51	H-02	701	HAMPTON ST	WALTERBORO	CARTER STREET				
CARTERS FORD	RD	18	E-01	14238	BELLS HWY	LODGE	CROSS SWAMP (PORTION)	S-169			
CARVER	ST	50	G-06	501	GRUBER ST	WALTERBORO	CARVER STREET	S-27			
CASTLEBURY	RD	39	C-03	5357	DONNIE DOONE RD	COLLETON / SOUTH	NONE				
CATAWBA HILL	CT	30	E-04	4702	GREEN POND HWY	COLLETON / SOUTH	CATAWBA HILL COURT	C-302			
CATRIFILLAR	LN	12	E-03	1857	AUGUSTA HWY	COLLETON / NORTH	NONE				
CATFISH	CT	15	H-05	181	BASS DR	COLLETON / EAST	SMITHS LANE				
CATHERINE	ST	55	F-03	1560	PALMETTO BLVD	EDISTO BEACH	CATHERINE STREET				
CATHOLIC HILL	CIR	31	D-03	271	BITTER RD	CATHOLIC HILL	N. FORT CLOVER HILL				
CATKIN	LN	29	G-03	4762	LOW COUNTRY HWY	COLLETON / WEST	NONE	S-436			
CATTERTON	LN	32	A-02	5724	LOW COUNTRY HWY	COLLETON / WEST	NONE	PVT			
CAFFLEDHIVE	LN	22	H-02	761	PENNY CREEK DR	COLLETON / WEST	CROWFIELD WAY	S-66			
CAUSEWAY	COME	46	F-01		LAGERE RD	EDISTO ISLAND	NONE (JEREMY CAY)				
CAVANAUGH	RD	23	E-04	4067	CANE BRANCH RD	COLLETON / WEST	NONE				
CAYCE	RD	18	H-02	15169	HELLS HWY	COLLETON / WEST	NONE	S-193			
CAYMAN	LN	19	D-03	1375	SNIDERS HWY	GOOD HOPE	NONE	S-43			
CEASAR	LN	31	C-02	1024	SAXBY HILL RD	RITTER	NONE				
CEDAR CREEK	DR	22	A-03	1162	MIRACLE RD	COLLETON / WEST	NONE				
CEDAR HALL	RD	52			HWY 174	EDISTO ISLAND	CEDAR HILL ROAD	C-129			
CENTER	ST	51	D-01	537	WILSONS CORNER RD	WALTERBORO	CENTER STREET	S-147	S-211		

SEE PAGE 27



SEE PAGE 34

CHARLESTON COUNTY

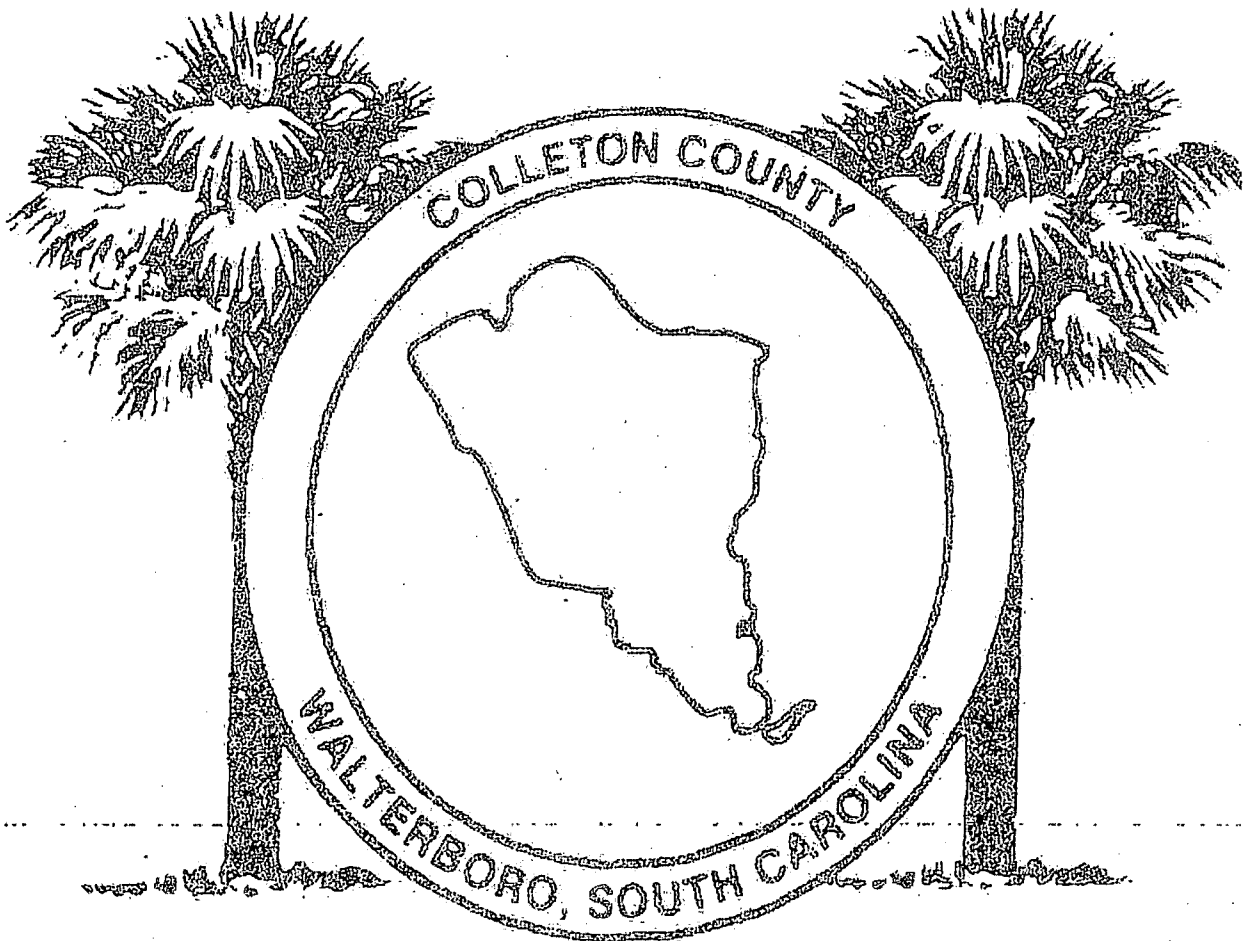


SEE PAGE 37

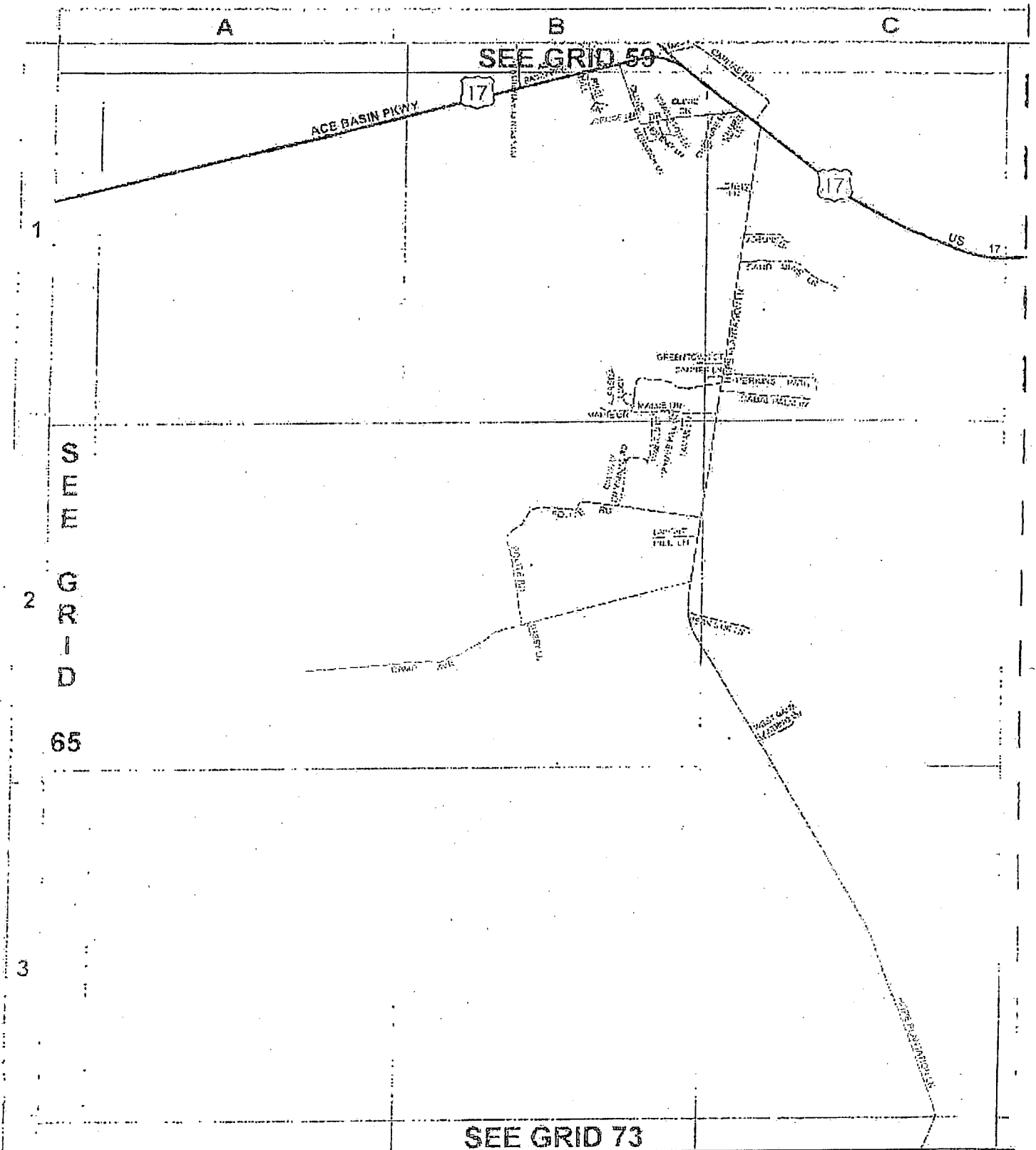
COLLETON COUNTY  
SHERIFF'S OFFICE



ROAD ATLAS  
2008 EDITION

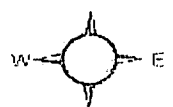
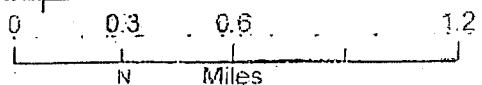


Plaintiff's  
Exhibit #72



SEE GRID 59

SEE GRID 73



- |                |                                |
|----------------|--------------------------------|
| <b>Roads</b>   | <b>Streams/Creeks</b>          |
| — Paved        | — Rivers/Lakes                 |
| - - - - - Dirt | - - - - - Corporate Boundaries |
| — SC HWY       | - - - - - County Boundaries    |
| — US HWY       |                                |

**Grid**  
**66**

2008



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"TM 275-00-00-004"  
 "April 10, 2009"  
 Colleton County Technology Dept.



1 inch equals 600 feet



pns  
also

STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF COLLETON	)	Deed Drawn - Title Not Examined

KNOW ALL MEN BY THESE PRESENTS, THAT I, Sylvester G. Drew, a/k/a Sylvester G. Drew, Sr., (hereinafter whether singular or plural) the "Grantor" in the State aforesaid, for and in consideration of the sum of Five Dollars (\$5.00) Love and Affection for my son, Sylvester G. Drew, Jr., (hereinafter whether singular or plural) the "Grantee" has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee the following described property:

All that piece, parcel or tract of land, located in Jacksonboro School District, Colleton County, South Carolina, containing eleven (11) acres, more or less, and bounded as follows to wit: On the North by Camp Lane Road separating same from nineteen (19) acre tract this date being conveyed to Sylvester G. Drew, Jr.; on the East by lands of Ben Johnson and on the South by lands of Kaiser and Simmons; on the West by lands of Kaiser and Camp Lane Road separating same from lands of McMillan.

For a more specific description of the above described eleven (11) acre tract, reference may be had to plat prepared by S. S. Snook, Registered Land Surveyor dated January 25, 1965 and recorded in Plat Book 14 at Page 87, said tract is the southernmost portion of that 58.8 acre tract which was formerly owned by Julius W. Poole and devised to Julian C. Poole and Lorene R. Poole as evidenced by Will recorded in the Probate Judge's Office for Colleton County in Will Book 7, Page 519.

This being the same property conveyed to Sylvester G. Drew by the Deed of Julian C. Poole and Lorene R. Poole dated May 5, 1973 and recorded May 14, 1973 in Deed Book 171 at Page 257 in the Office of the Clerk of Court for Colleton County, South Carolina.

TMS #:



TMS 275-00-00-003  
 DATE 4-14-03  
 GEORGE R. McCORMACK SB  
 ASSESSOR COLLETON COUNTY

GRANTEE'S ADDRESS:

Sylvester G. Drew, Jr.  
P. O. Box 6  
Jacksonboro, S. C. 29452

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assigns, forever.

AND the Grantor does hereby bind himself and his Heirs; Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 31<sup>st</sup> day of March in the year of our Lord Two Thousand and Three

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Anna P. Herndon  
Ray W. Hefner

Sylvester G. Drew  
Sylvester G. Drew  
a/k/a Sylvester G. Drew, Sr.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

Probate

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this  
31<sup>st</sup> day of March, 2003

Hayward Hefner  
Notary Public of S. C.  
My Commission Expires: 3/25/2012

John P. Herndon  
Witness Signature

Doc# 2327  
FILED, RECORDED, INDEXED  
04/03/2003 12:17:03PM  
BK: 1010 PG: 131  
Rec Fee: 10.00 Pages: 3  
Clerk of Court  
Patricia C. Grant

\*\*\*\*\*

This deed was prepared by the law office of

Paul N. Siegel  
111 Walter Street  
P. O. Box 1143  
Walterboro, SC 29488

\*\*\*\*\* Deliver to: PAUL N SIEGEL  
ATTORNEY AT LAW

04/03/2003



INDEX OF WITNESSES

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WALTER GENE WHETSELL

Direct By Mr. Barnes . . . . . 12

Cross By Mr. Lanning . . . . . 29

BILL WASHINGTON

Direct. By Mr. Barnes . . . . . 31

CHRISTOPHER "FRANKIE" VARNADOE

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DEFENDANT EXHIBITS

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
22	911 Map	13	
1	Photograph	16	
9	Photograph	16	
2	Photograph	18	
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1		Photograph	
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4	11		21
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19		Photograph	
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23		Photograph	
24	19		27
25		Photograph	

(\*Note: At the request of Mr. Barnes on the record, the Court returned all exhibits to him.)

1           **THE COURT:** Next we're doing Nettles versus Drew.  
2           Okay, Mr. Lanning, is this your motion?

3           **MR. LANNING:** Yes, Your Honor.

4           **THE COURT:** All right, sir.

5           **MR. LANNING:** Your Honor, this is a motion for a  
6 temporary restraining order, pursuant to Rule 65(b).

7           **THE COURT:** Uh-huh.

8           **MR. LANNING:** Just to kind of give you a quick  
9 background on this, this is property off of Camp Avenue in  
10 Jacksonboro. Mr. Drew owns property. Along with my  
11 client's, the Nettles, they own property on Camp Avenue.

12           Mr. Drew has erected a gate across Camp Avenue, along  
13 with another gate right beside it. There's a silver gate,  
14 which goes over Camp Avenue, and an orange gate that goes  
15 around it.

16           **THE COURT:** Uh-huh.

17           **MR. LANNING:** When my clients obtained this property,  
18 they had access to the orange gate. It's a locked gate.  
19 Mr. Drew gave them a key so they could ride through the  
20 orange gate.

21           That area is really hard to get through. There's mud  
22 and ruts. It's very difficult. You have to have a truck  
23 to get through there.

24           **THE COURT:** Uh-huh.

25           **MR. LANNING:** When this lawsuit was filed, Mr. Drew

1 left a note saying that, you know, they're no longer  
2 allowed to use the orange gate, no longer allowed to use  
3 this road.

4 THE COURT: Uh-huh.

5 MR. LANNING: For my clients, this is the only way in  
6 and out. And so they're trying to build a house down  
7 there. They have a schedule with surveyors, appraisers,  
8 Army Corps of Engineers are all coming down there, and  
9 they don't have access to their property. So that's the  
10 reason that we have this restraining order, to allow  
11 access through the silver gate and the orange gate. And  
12 there's a question as to whether or not this is considered  
13 a public road or a private road.

14 THE COURT: Okay.

15 MR. LANNING: Now on the Department of  
16 Transportation's website, which I've attached to my  
17 motion, it actually shows Camp Avenue ---

18 MR. BARNES: Your Honor, anything on the website, I'm  
19 going to object to hearsay. I know this is non-jury, but  
20 I don't waive any objections.

21 THE COURT: Okay. Okay.

22 MR. LANNING: It shows that it's an unpaved county  
23 road.

24 THE COURT: Okay.

25 MR. LANNING: So they've -- they've suffered

1 irreparable harm, and they just request immediate access  
2 through the orange gate and the silver gate, because the  
3 silver gate is very narrow, and some big trucks may not be  
4 able to get through there, because they're going to clear  
5 some property to put a house on.

6 THE COURT: Okay.

7 All right, and Mr. Thornton, your role in this?

8 MR. THORNTON: Judge, I don't really have a dog in  
9 the fight of this motion, but the plaintiffs have also  
10 sued the county asking that somehow the Court order the  
11 county ---

12 THE COURT: To maintain the road.

13 MR. THORNTON: --- to start maintaining -- to  
14 maintain a road that historically I will just tell the  
15 Court now that they have, to my knowledge, never  
16 maintained, certainly haven't for the last thirty years.  
17 We don't own it, and we have no dog in the fight.

18 THE COURT: Uh-huh.

19 MR. THORNTON: Your Honor, I know, I've been in front  
20 of Your Honor enough to know that when there's a dispute  
21 in the law, you also look at the practical aspect of it.

22 THE COURT: Uh-huh.

23 MR. THORNTON: If you were to go out to the property,  
24 because as soon as I got the lawsuit, the first thing I  
25 did was go out there with Bill Washington, who is seated

1 in the courtroom, who is the head of roads and bridges who  
2 worked here thirty years. If there is a road issue, I get  
3 Bill, and we go out and look at it, and I talk to him  
4 about it.

5 If you go out there and look at it, Judge, Camp  
6 Avenue runs to a certain point, and it's Polite, and I  
7 forget if it's Polite Street or Polite Road, and there's  
8 about roughly a ninety degree turn.

9 **THE COURT:** Uh-huh.

10 **MR. THORNTON:** You can go out there and look at it,  
11 and it's clear that the county maintains by prescriptive  
12 easement, based on what I've found so far, Camp Avenue up  
13 to the point that it gets to Polite, and then it turns.

14 **THE COURT:** Uh-huh.

15 **MR. THORNTON:** At that point, it's a gate up there.  
16 And it's clear, you can look at it and tell, no offense to  
17 the current landowner, but that's not really a road so  
18 much as it is, you know, my daddy would have called it a  
19 cattle trail. I mean, there's a road, but it's not  
20 crowned, it's not built up, it's not maintained, and it's  
21 clear, just by going out there and looking at it.

22 **THE COURT:** Uh-huh.

23 **MR. THORNTON:** So as far as the motion as to whether  
24 he goes in the gate or not, that's between these two. I'm  
25 only here, Judge, as an interested party since we were

1 named in the lawsuit.

2 THE COURT: Okay.

3 MR. BARNES: May I approach the bench, Your Honor?

4 THE COURT: Yes, sir.

5 MR. BARNES: And I would like to make a brief opening  
6 statement. I have three witnesses we're going to put up,  
7 but what counsel did not tell you is that Mr. Drew's gate  
8 was put up over twenty-five years ago and has been there  
9 for twenty-five years blocking this roadway and was  
10 present at the time the defendant, or the plaintiffs  
11 rather, bought this property.

12 THE COURT: Okay.

13 MR. BARNES: This is a blowup of what will be  
14 testified to. This is Hope Plantation Road, and I have  
15 this marked on the back as Plaintiff's Exhibit Twenty-two.

16 THE COURT: Okay.

17 MR. BARNES: And this is Camp Road where it comes  
18 down, and notice it's in yellow and it stops here. The  
19 blue line is our property line.

20 THE COURT: Okay.

21 MR. BARNES: Then it comes down to Camp Road and  
22 turns right and comes all the way back around. And note  
23 that both turn-outs out of this road are public road.

24 THE COURT: Uh-huh.

25 MR. BARNES: This goes up -- the road goes all the

1 way up here, and this is private property.

2 THE COURT: Okay.

3 MR. BARNES: And so -- as we go through the testimony

4 ---

5 THE COURT: Where is the Nettles' property?

6 MR. BARNES: The Nettles' property is here.

7 THE COURT: That's their property.

8 MR. BARNES: And what Nettles is doing -- our gates

9 are up here ---

10 THE COURT: Okay.

11 MR. BARNES: --- on our property line. And at one  
12 time they were a little bit farther up, but because  
13 someone came out of Polite Road and turned right on a  
14 four-wheeler and hit the gate, Mr. Drew, pretty wisely,  
15 moved the gate a little bit farther away from Polite Road.

16 THE COURT: Uh-huh.

17 MR. BARNES: But he owns fee simple title from here  
18 down. The plaintiffs bought ---

19 THE COURT: So he owns everything that's in blue?

20 MR. BARNES: No.

21 THE COURT: No, no, no.

22 MR. BARNES: Those are just different tracts.

23 THE COURT: Okay.

24 MR. BARNES: But this is -- I want to make sure that  
25 I'm correct, yeah, this is the plaintiffs' property I

1 think here, but Gene Whetsell is a surveyor. He's going  
2 to be our first witness. He can tell.

3 And if you don't mind, I only have one set of  
4 photographs, and as he testifies, I'm going to let him --  
5 I already marked my exhibit numbers ---

6 **THE COURT:** You'll just hand them to me?

7 **MR. BARNES:** --- and I'm going to let him see them  
8 and then hand them to you.

9 **THE COURT:** Okay.

10 **MR. BARNES:** So you can see.

11 **THE COURT:** So I'm still confused, Mr. Barnes, as to  
12 whose property is whose, based upon what you just told me.  
13 I thought you told me this was the Nettles' property right  
14 here, and then you just said it was up here. Are you just  
15 not quite sure?

16 Show me. You told me it was this, and then you said  
17 it was this.

18 **MR. BARNES:** No, no, I'm mistaken.

19 **THE COURT:** Okay.

20 **MR. BARNES:** It's this.

21 **THE COURT:** Okay. This is the Nettles' property.

22 **MR. BARNES:** Yes, ma'am.

23 **THE COURT:** Okay.

24 **MR. BARNES:** I'm trying to find -- yeah, that would  
25 be it right here.

1 THE COURT: This is it.

2 MR. BARNES: I would like Gene to confirm that.

3 THE COURT: Okay.

4 MR. BARNES: Mr. Whetsell.

5 THE COURT: Okay.

6 MR. BARNES: But I think that's it.

7 THE COURT: Okay.

8 MR. BARNES: And what he's doing is he's coming down.

9 We have these double gates that you'll see photographs of.

10 THE COURT: Uh-huh.

11 MR. BARNES: But he put -- he's got a tractor already  
12 in the property.

13 THE COURT: Okay.

14 MR. BARNES: So he comes out of his property and  
15 rides up our private road.

16 THE COURT: Uh-huh.

17 MR. BARNES: And unloads it and then comes back down  
18 our road and goes in.

19 THE COURT: Uh-huh.

20 MR. BARNES: And at the beginning of this when he  
21 bought it, Mr. Drew offered him an easement to come in on  
22 the property line like this to come in.

23 THE COURT: Uh-huh.

24 MR. BARNES: And they refused it. Well, they said  
25 they -- if the Drews paid for it, they would take it.

1           **THE COURT:** Uh-huh.

2           **MR. BARNES:** And then his wife said that -- Mrs.  
3 Nettles said that if you don't, this is a county road and  
4 we're going to take it and sue you and make you pay our  
5 attorneys fees. And the negotiations, obviously, failed  
6 at that point.

7           **THE COURT:** Okay.

8           **MR. BARNES:** I'd call Gene Whetsell, please.

9           **THE COURT:** Okay.

10                   WALTER GENE WHETSELL, after being duly sworn,  
11 testified as follows:

12           **THE COURT:** Thank you. Come on over.

13           Sir, can you give me your full name for the record  
14 and spell your last name for me?

15           **WITNESS:** Yes, ma'am. My full name is Walter Gene  
16 Whetsell, and the last name is spelled W-H-E-T-S-E-L-L.

17           **THE COURT:** Thank you, sir.

18           **MR. BARNES:** May I proceed, Your Honor?

19           **THE COURT:** Yes, sir.

20                                   DIRECT EXAMINATION

21           BY MR. BARNES:

22           Q     Mr. Whetsell, will you please tell Judge Mullen a  
23 little bit about your background and what you've done in  
24 Colleton County, and make it brief? I know you could go  
25 on for a long time.

1 A Well, I came to Colleton County in 1957 with the  
2 Highway Department. I was registered as a surveyor in  
3 1965. I've been registered since that time, since '65.

4 THE COURT: Uh-huh.

5 A Through today. And from '69 to '89, I was the County  
6 Tax Assessor, the first assessor that Colleton ever had.  
7 And after I retired in '89, I've been on County Council  
8 for the last eight years for some more punishment, and  
9 that kind of brings us up-to-date to where we are now.

10 THE COURT: Okay.

11 Q Mr. Whetsell, have you ever surveyed this property,  
12 Mr. Drew's property, that's in question in here,  
13 particularly the part along Camp Road?

14 A I have surveyed a number of times down there stuff on  
15 Camp Road that did not belong to Mr. Drew, and plus stuff  
16 for Mr. Drew's grandfather, Mr. McMillan. I surveyed some  
17 parcels of land within the larger tract, so I am familiar  
18 with Camp Road from the beginning to the end.

19 (WHEREUPON, Defendant's Exhibit No. 22 was marked for  
20 identification only.)

21 Q All right, so let me show you what I have marked as  
22 Plaintiff's -- excuse me, as Defendant's Exhibit  
23 Twenty-two and ask you if you could look at that and find  
24 Camp Road and the intersection of Hope Plantation Road.

25 A The intersection of Camp Road and ---

1 Q Hope Plantation.

2 A --- Hope Road is at this point right here.

3 Q Now tell the judge what Plantation Road is at that  
4 point. Is it -- what does the road consist of?

5 A Well, all of this is a dirt road. Camp Road ---

6 Q No, Plantation -- I mean, Hope Plantation Road is a  
7 paved road ---

8 A This is what we refer to as a farm-to-market road, a  
9 paved road being twenty foot in width and goes down to the  
10 gate going into Hope Plantation.

11 Q Now, let's stop right there. I want to follow this  
12 through. Do you know that once one enters the gate at  
13 Hope Plantation who owns that land in fee simple?

14 A I certainly do. It's Hope Plantation's private road.  
15 It's private property.

16 Q And -- and so far as these 911 maps that were  
17 created, does that 911 map show -- show the dirt road as  
18 it enters Hope Plantation going on beyond Hope?

19 A It certainly does. It shows this road going right on  
20 through Hope Plantation, and as a matter of fact, making a  
21 connection with the Bennett's Point Road, which is miles  
22 away, and also labeled it as Road 30, which is in error.  
23 This is Road 30. It's State Highway S-15-30.

24 Q And so does that dirt road, once it leaves Hope  
25 Plantation going towards Bennett's Point, go across George

1 Dean Johnson's private duck hunting club known as Pon Pon?

2 A It does.

3 Q And is that private land or public land?

4 A That's private land.

5 Q And so was the purpose, as you understand it, for  
6 these 911 maps to show where roads were for emergency  
7 vehicles, but not with regard to ownership or who could  
8 use the roads?

9 A It's a directory for 911, which shows emergency  
10 people how to get to those particular locations they might  
11 be looking for. They could have an address of 681 Camp  
12 Road. What that means is starting with zero at the  
13 highway, if they go sixty-eight-hundredths of a mile, it  
14 will stop them at that point, but they would only show --  
15 and sometimes these road -- these maps will show something  
16 being a county road. Sometimes it shows -- they don't  
17 show anything, but it is not a directory of who owns the  
18 roads in the county but how to get there in case of an  
19 emergency.

20 Q So the fact that a road appears on these 911 books  
21 means what about title to the roads?

22 A It means nothing about title. You cannot look at  
23 that road and tell -- I mean at that map and tell who in  
24 fact owns it, unless it's a state highway that's paved.

25

1 (WHEREUPON, Defendant's Exhibit No. 1 was marked for  
2 identification only.)

3 Q And let me show you this photograph, which is  
4 Plaintiff's(sic.) One, and ask you if you can identify it.  
5 And let the Judge see it.

6 A Yes, I can. This photograph is taken at the  
7 intersection of Camp Lane and Hope Plantation.

8 Q All right. And that 00 at the top means what?

9 A That 00 there means for emergency purposes, that if  
10 the ambulance were to come there, he sets his little  
11 speedometer on his little zero point, and he measures. If  
12 you would have a house and have an address of 235, it  
13 means 2.35 miles on the left -- twenty-three hundredths of  
14 a mile on the left would be that particular address.

15 Q So if EMS got a call to go down Camp Road, when they  
16 got to Camp Road and saw 00, they would recognize that as  
17 Camp Road and turn right?

18 A That's exactly right.

19 (WHEREUPON, Defendant's Exhibit No. 9 was marked for  
20 identification only.)

21 Q And suppose they had been told to go to 662 Camp  
22 Road, and I show you Plaintiff's(sic.) Nine.

23 A 662.

24 Q Look on that sign.

25 A 66 -- they would start zero there. That would be

1 sixty-six one hundredths of a mile, and the fact that it's  
2 an even number, that would be on the right. That would be  
3 located right there.

4 Q And please tell the Court what the significance of  
5 those two roads are right there with regard to this  
6 dispute.

7 A Well, they are -- the dispute is right adjacent to  
8 the intersection of Polite and Camp.

9 THE COURT: Uh-huh.

10 A That line there is the original line of Mr. Drew's  
11 grandfather, Mr. McMillan.

12 THE COURT: Uh-huh.

13 A Originally there was a gate right at this point, and  
14 there's been testimony as to the gate being moved back.  
15 The gate now is just within this limit right here. It's  
16 actually two of them. One of them is numbered. One of  
17 them is a locked gate, and one of them is a ---

18 Q We'll come back to that. I'm ---

19 THE COURT: When you say gates, are the gates going  
20 this way, or are the gates going this way?

21 WITNESS: The gates go across this way. The old Camp

22 ---

23 THE COURT: Do you mind putting on this where the  
24 gates are?

25 MR. BARNES: No, that's fine.

1           **THE COURT:** Will you just make a mark where the two  
2 gates are?

3           **MR. BARNES:** Also, I have photographs that are going  
4 to give light to the map.

5           **THE COURT:** Okay.

6           **WITNESS:** Okay.

7           **THE COURT:** Okay. Thank you.

8           **WITNESS:** Approximately right there.

9           **THE COURT:** Thank you. Okay.

10          **Q** All right, now going back to Exhibit One, if you  
11 will?

12          **A** Yes, sir?

13          **Q** That's the beginning of Camp Road?

14          **A** Yes, sir.

15          **Q** Can you look at Defendant's Exhibit Two?

16          **A** Yes, sir.

17                 (WHEREUPON, Defendant's Exhibit No. 2 was marked for  
18 identification only.)

19                 (WHEREUPON, Defendant's Exhibit No. 3 was marked for  
20 identification only.)

21                 (WHEREUPON, Defendant's Exhibit No. 4 was marked for  
22 identification only.)

23                 (WHEREUPON, Defendant's Exhibit No. 5 was marked for  
24 identification only.)

25

1 (WHEREUPON, Defendant's Exhibit No. 6 was marked for  
2 identification only.)

3 (WHEREUPON, Defendant's Exhibit No. 7 was marked for  
4 identification only.)

5 (WHEREUPON, Defendant's Exhibit No. 8 was marked for  
6 identification only.)

7 Q And I'm going to take -- and I'm just going to give  
8 you Two thru Eight, and would you please go through and  
9 explain each photograph? I'm going to put them behind, so  
10 they should be in order.

11 A This is looking -- this map in this direction is  
12 north, so Camp Road is basically going in a westerly  
13 direction.

14 THE COURT: Okay.

15 A And that's the first shot from -- from um ---

16 Q As you leave Hope Plantation Road?

17 THE COURT: Sort of like that.

18 WITNESS: That's exactly. That's where we're  
19 looking.

20 THE COURT: Okay.

21 WITNESS: This is a little deeper in that same site.

22 THE COURT: Okay.

23 WITNESS: Right on down. That's up in this area.

24 THE COURT: Okay.

25 WITNESS: Here's one that's kind of fuzzy that's even

1 a little deeper.

2 THE COURT: Okay.

3 WITNESS: Now this is getting to the point where we  
4 are seeing the intersection of Camp Road and Polite. This  
5 is Camp. This is Polite right in here.

6 THE COURT: Okay.

7 WITNESS: And that's the gate fixtures and stuff.

8 THE COURT: This is Camp, and that is Polite?

9 WITNESS: That's right. Yes, ma'am.

10 THE COURT: Okay.

11 WITNESS: Yes, ma'am.

12 THE COURT: Okay. And then is this -- I see an  
13 orange gate, and then I see a silver gate; is that what  
14 we're talking about?

15 WITNESS: That's the two gates, yes, ma'am.

16 THE COURT: Okay.

17 WITNESS: And actually they would be sitting about  
18 like this.

19 THE COURT: Okay.

20 WITNESS: Yes, ma'am, that's right.

21 THE COURT: Okay.

22 WITNESS: That's true.

23 THE COURT: Okay.

24 Q All right, and are we at the intersection of Camp and  
25 Polite yet?

1 A Uh-huh.

2 THE COURT: Yes.

3 A Now this is taking a right on Camp. Camp is there,  
4 taking a right and going on Polite.

5 THE COURT: Polite.

6 A And these two kind of take us on down. That's Polite  
7 there.

8 THE COURT: Okay.

9 A And this is one in that same intersection. That's  
10 the stop sign that we referenced at 66, and that's the  
11 intersection, and Polite is going that way, and our gate  
12 is there.

13 THE COURT: Okay.

14 WITNESS: Yes, ma'am.

15 (WHEREUPON, Defendant's Exhibit No. 10 was marked for  
16 identification only.)

17 (WHEREUPON, Defendant's Exhibit No. 11 was marked for  
18 identification only.)

19 Q If I may show you Exhibit Ten and Eleven, can you  
20 tell the Judge what that is?

21 A This again is standing in the intersection of Camp  
22 and Polite, going this direction.

23 THE COURT: Uh-huh.

24 A You're looking in the direction of the gate. It  
25 appears to be a little deeper there. This is a much

1 better shot of that same intersection right there.

2 THE COURT: Uh-huh. Okay.

3 A That's -- that's by far the better shot.

4 THE COURT: Okay. And then I see the -- uh-huh, I  
5 see where you can't get past it.

6 MR. BARNES: And may it please the Court? The main  
7 gate on the road is a coded gate so that he and his guests  
8 can come in. The gate on the left is one with a lock and  
9 key so that other people that he lets come in, say he's  
10 got a hunt, somebody that wants to come hunting, he can  
11 give them a key and they can get in and out, but they  
12 don't know his code.

13 THE COURT: Okay.

14 MR. BARNES: That's the purposes of the two gates.

15 THE COURT: Okay.

16 (WHEREUPON, Defendant's Exhibit No. 20 was marked for  
17 identification only.)

18 (WHEREUPON, Defendant's Exhibit No. 21 was marked for  
19 identification only.)

20 Q And then you may need your glasses for the next  
21 picture, but I want to show you Exhibit Twenty-one and ask  
22 you if you can read this number, and is that the same gate  
23 we're talking about? And this may be a better picture.  
24 Let me hand you Twenty.

25 A This is a better one.

1 Q Can you ---

2 A I can read -- I can read 680.

3 THE COURT: Right.

4 A Vertical.

5 Q So if the mileage is correct, does that mean that  
6 that's six hundred and eighty feet from the stop sign,  
7 this 00 back at Hope Plantation Road?

8 A That's -- that's sixty-eight one hundredths of a  
9 mile.

10 Q Okay.

11 A From the beginning part.

12 Q And do you know when the county published these 911  
13 books that they round those numbers off, and that may be  
14 shown on the 911 map as .7?

15 A That's right.

16 Q So that they don't have to print all those numbers?

17 A That's right. Yes, sir. That's true.

18 Q And a while ago you said you were an assessor. Are  
19 you familiar with who pays the taxes on this road from the  
20 gate, or from his property line all the way in to Deer  
21 Creek?

22 A I'm familiar with that. I've looked at it again.  
23 All of that old -- this particular point ---

24 THE COURT: Uh-huh.

25 A --- Mr. Drew pays the taxes, everything within those

1 blue lines.

2 Q And what's the boundary? Tell the Court what the  
3 boundary is on Camp Road as it relates to property on both  
4 sides of the road.

5 A Well, these -- this is -- this is -- this is the  
6 Nettles' piece of property right here ---

7 THE COURT: Uh-huh. Right.

8 A --- going down the road.

9 This is owned by a German outfit, I believe, and this  
10 is another private property.

11 The road parallels this property line.

12 THE COURT: Uh-huh.

13 A The fence is on the south side of the road. All of  
14 the road, Old Camp Road, is on Mr. Drew's, and it comes  
15 there, and it would have gone right on down through in  
16 there. They have a little fishing landing down here.  
17 This is road that's been in place for a number of years.

18 THE COURT: Uh-huh.

19 A But I know of my own knowledge that this gate has  
20 been up there in excess of twenty-five years right here.

21 THE COURT: When you say "this gate," are you talking  
22 about both the orange gate and the metal gate?

23 MR. BARNES: Both of them.

24 WITNESS: Yes. It was one gate up there. At the  
25 very beginning, it was one gate, but it was at that point.

1           **THE COURT:** It was in the middle where -- where the

2           ---

3           **WITNESS:** It was across the road, yes, ma'am.

4           **THE COURT:** Okay. So not the orange gate, but the  
5 other one.

6           **WITNESS:** The orange gate hasn't been up there as  
7 long of a time. It's in the same location as the -- as  
8 the other gate.

9           **Q** But the orange gate, whose property is the orange  
10 gate on, too?

11          **A** It's on Mr. Drew's property.

12          **THE COURT:** Okay.

13          **Q** So both gates are protecting Mr. Drew's property.

14          **A** Right. Yes, sir.

15          **Q** All right, now if you would ---

16          **A** He owns both sides of the road right there.

17          **Q** So is it a fair statement to say that Mr. Drew owns  
18 all of Camp Road from the gate going backwards ---

19          **A** He does.

20          **Q** --- past the plaintiffs' property?

21          **A** He does. He does.

22          **Q** And are you on County Council?

23          **A** Yes.

24          **Q** For how long?

25          **A** This is my eighth year, sir.

1 Q Has any part of Camp Road from his property line  
2 close to the gates going back towards Deer Creek ever been  
3 dedicated to the county as a public road?

4 A No, sir, it has not.

5 Q Okay. And has at any time since -- in the last  
6 twenty-five years, has any road maintenance been done  
7 inside his property by the county?

8 A Not by the county, no, sir.

9 THE COURT: Inside Mr. Drew's property.

10 MR. BARNES: Pardon me?

11 THE COURT: Inside Mr. Drew's property.

12 WITNESS: That's true.

13 MR. BARNES: Yes, ma'am.

14 Q Now outside the gate, please tell the Judge what the  
15 county does maintain.

16 A The county maintains Camp from the paved road to this  
17 point and right on around ---

18 Q Polite Road.

19 A --- right on around there, and they've got a couple  
20 of little old tiny roads. Well, this is a complete loop  
21 right here that the county maintains that area.

22 Q And so both ends of Polite Road -- the one end of  
23 Polite Road comes out back to Hope Plantation Road.

24 A It does.

25 Q And the other end of Camp Road, and they're

1 connected.

2 A That's true.

3 (WHEREUPON, Defendant's Exhibit No. 12 was marked for  
4 identification only.)

5 (WHEREUPON, Defendant's Exhibit No. 13 was marked for  
6 identification only.)

7 (WHEREUPON, Defendant's Exhibit No. 14 was marked for  
8 identification only.)

9 (WHEREUPON, Defendant's Exhibit No. 15 was marked for  
10 identification only.)

11 (WHEREUPON, Defendant's Exhibit No. 16 was marked for  
12 identification only.)

13 (WHEREUPON, Defendant's Exhibit No. 17 was marked for  
14 identification only.)

15 (WHEREUPON, Defendant's Exhibit No. 18 was marked for  
16 identification only.)

17 (WHEREUPON, Defendant's Exhibit No. 19 was marked for  
18 identification only.)

19 Q Now, going on in, will you look at Exhibits Twelve,  
20 Thirteen, and if you will, flip them over and just read  
21 the back so the court reporter can know which picture  
22 you're talking about, and describe what those photographs  
23 depict?

24 A This is -- this picture here is -- the gates are  
25 right here.

1           **THE COURT:** Hang on a second. That's Defendant's  
2 Number Twelve. Okay.

3           **A** And you're looking westerly into Camp.

4           **THE COURT:** Uh-huh.

5           **A** Into the Old Camp Road. And that was by the gate,  
6 and we have a picture ---

7           **THE COURT:** This is after the gate, so the orange  
8 gate would be like right here.

9           **WITNESS:** That's exactly right. Yes. Yes, ma'am.  
10 Yes, ma'am.

11           **THE COURT:** Okay.

12           **WITNESS:** That's exactly right.

13           **THE COURT:** Okay.

14           **A** And this is farther down Camp, showing that it was an  
15 old road.

16           **THE COURT:** Okay.

17           **A** And this is -- this one is beyond that curve there;  
18 going right on down toward the river property.

19           **THE COURT:** Okay.

20           **A** This points along the road. That's along the road.  
21 And this is one that was a little closer back, but that's  
22 -- that's not too far from the gate, but it's looking in  
23 that same westerly direction.

24           **THE COURT:** Okay.

25           **A** This is farther down Camp Road, and that's the fence

1 right over there, and that's the road -- that's the other  
2 out-parcel of land that is one of these pieces over here,  
3 but the fence along that southern side of that road is the  
4 Drew's property line. All of the old road is within their  
5 property.

6 THE COURT: Okay.

7 A And this is farther down. All of those are farther  
8 on down Camp Road.

9 THE COURT: Okay.

10 A Over the years of cattle farm and ---

11 Q One final question, Gene. With regard to where the  
12 gate is now after he moved it back after the four-wheeler  
13 accident, how far back into Mr. Drew's property is the  
14 gate, both gates, now located from his boundary line?

15 A Probably from here to that first table right there.

16 Q Okay.

17 A It's the length of a vehicle back in there.

18 Q Please answer any questions the other lawyer might  
19 have.

20 WITNESS: Thank you, ma'am.

21 CROSS-EXAMINATION

22 BY MR. LANNING:

23 Q Mr. Whetsell, is this -- is Camp Avenue, is it --  
24 what is it after it -- past the gate, where does it go?

25 A It does not, I mean, as far as county road. It's an

1 old road that went right on to the river.

2 Q Okay. So it just dead-ends into the river?

3 A Yes, sir.

4 Q Okay. There's no other way in and out of there.

5 A That particular road goes right on to the river, and  
6 that's where the end of it is.

7 Q Okay. So past the gate, there's no other way to  
8 access any property down there. You have to go through  
9 that road.

10 A It comes back out that way. That's true, sir.

11 Q Okay.

12 MR. LANNING: That's all I have, Your Honor.

13 THE COURT: All right.

14 MR. BARNES: I call Bill Washington.

15 THE COURT: All right. Come on up, Mr. Washington.

16 MR. BARNES: May Mr. Whetsell be excused, Your Honor?

17 THE COURT: Sir?

18 MR. BARNES: May Mr. Whetsell be excused?

19 THE COURT: Any objections, Mr. Lanning?

20 MR. LANNING: No, Your Honor.

21 THE COURT: All right, you may be excused, Mr.  
22 Whetsell.

23 BILL WASHINGTON, after being duly sworn,  
24 testified as follows:

25 THE COURT: Come on and take a seat.

DIRECT EXAMINATION

1

2 BY MR. BARNES:

3 Q Mr. Washington, tell us what your background is and  
4 what you do now for a living.

5 A Public Road and Bridges Director for Colleton County.

6 Q And how long have you been in that position?

7 A I've been in that position over twelve years, but  
8 I've been working thirty-five years there.

9 Q For the county?

10 A For the county.

11 Q And for the last -- are you familiar with what part  
12 of Camp Road the county maintains and what part of Camp  
13 Road that the county does not maintain, and please tell  
14 the Court?15 A We maintain that same, like Mr. Whetsell was saying,  
16 like from that road, the highway out from Hope Plantation  
17 Road up until to Mr. Drew's gate, turn right on Polite.

18 Q And follow Polite back out to Hope Plantation Road?

19 A Yes, sir.

20 Q To your knowledge, has anybody in the last  
21 twenty-five years on behalf of Colleton County done any  
22 road maintenance inside Mr. Drew's gate?

23 A None.

24 Q You sure?

25 A I'm sure.

1 Q No further questions. Please answer any questions  
2 Mr. Lanning has.

3 THE COURT: Mr. Lanning?

4 MR. LANNING: Nothing, Your Honor.

5 THE COURT: You may step down, Mr. Washington.  
6 Would you like to excuse him?

7 MR. BARNES: Yes, ma'am. Well, not yet, because he's  
8 going to have to give Mr. Varnadoe a ride.

9 THE COURT: All right, come on up, Mr. Varn(sic.).

10 CHRISTOPHER "FRANKIE" VARNADOE, after being duly  
11 sworn, testified as follows:

12 THE COURT: Mr. Varn, what's your first name, sir?

13 WITNESS: Christopher.

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

15 DIRECT EXAMINATION

16 BY MR. BARNES:

17 Q Mr. Varnadoe, please tell the Court what your  
18 occupation has been for the past twenty-five, thirty  
19 years?

20 A Well, I was a motor-grader operator at first, and  
21 then ---

22 THE COURT: A what? A what kind of operator?

23 WITNESS: A motor-grader.

24 THE COURT: Okay.

25 WITNESS: That maintains a dirt road.

1 MR. BARNES: You're in Colleton County, Your Honor.

2 WITNESS: Yeah.

3 A I'm a supervisor now. I have been for about ten  
4 years.

5 Q Are you familiar with the -- with what the county  
6 maintains ---

7 A Yes, I am.

8 Q --- on Camp Road and Polite Road?

9 A Right. We ---

10 Q Please tell the Court.

11 A We grade from Hope Plantation to up to the gate where  
12 it intersects with Polite. They intersect together, and  
13 right there, that's where we -- our maintenance stops.

14 Q Has the county done any maintenance, to your  
15 knowledge, beyond Mr. Drew's gate going towards Deer Creek

16 ---

17 A Never.

18 Q --- in the last twenty-five years?

19 A Never. Never.

20 Q Okay. And has the appearance of Mr. Drew's gate, in  
21 general, been the same for the last twenty-five years?

22 A Right, it has.

23 Q And when one leaves Hope Plantation Road, do you know  
24 what the numbers are on the top of the stop sign by Polite  
25 and Camp Road, the county numbers on the top of the sign?

1 A Yes. I believe it's 662.

2 Q All right, and what does that represent, so far as  
3 you know?

4 A .662 miles.

5 Q From?

6 A From Hope Plantation.

7 Q Please answer any questions that Mr. Lanning will  
8 have.

9 A All right.

10 THE COURT: Mr. Lanning?

11 MR. LANNING: No questions, Your Honor.

12 THE COURT: All right.

13 MR. BARNES: No further questions.

14 THE COURT: Would you like him to be excused?

15 MR. BARNES: Yes, ma'am, now he can go.

16 MR. LANNING: No objections.

17 THE COURT: All right, thank you, Mr. Lanning.

18 You may be excused, Mr. Varn.

19 WITNESS: Varnadoe.

20 THE COURT: Sir?

21 WITNESS: Varnadoe.

22 THE COURT: Varnadoe?

23 WITNESS: Right.

24 THE COURT: Oh, I apologize, sir. You're right,  
25 we're in Colleton County. Spell Varnadoe for my court

1 reporter, if you don't mind.

2 WITNESS: V-A-R-N-A-D-O-E.

3 THE COURT: Thank you, sir. I appreciate that.

4 MR. BARNES: Your Honor, y'all worked me so hard with  
5 that other case that I didn't have time to do a brief, but  
6 I have five cases I want to submit.

7 THE COURT: Okay.

8 MR. BARNES: Thank you. And I don't know if I need  
9 to argue anymore with this or not, but the plaintiff, if  
10 you look at Paragraphs Eight, Nine, ---

11 THE COURT: Give me one second to get to it.

12 MR. BARNES: All right.

13 THE COURT: Okay. Eight.

14 MR. BARNES: Just read Eight, Nine, Ten and Eleven.  
15 You'll satisfy yourself that the allegation is that Camp  
16 Road is a public road that Mr. Drew has blocked.

17 THE COURT: I see that.

18 MR. BARNES: There is no testimony to support that.  
19 It's a private road.

20 THE COURT: Uh-huh.

21 MR. BARNES: There's no question, there's no  
22 testimony to suggest that there's ever been maintenance on  
23 that road for twenty-five years.

24 And some of the cases that I've given you are old,  
25 but even if there were something beyond or earlier than

1 that, the Bowen v. Team says that a continued and adverse  
2 obstruction for ten years of a right-of-way by the owner  
3 of the soil over which it passes, bars under the statute  
4 of limitations a right to an easement.

5 **THE COURT:** Uh-huh.

6 **MR. BARNES:** And of course, they're not talking about  
7 a public easement, because they haven't established one,  
8 but any other easement, that gate has been up there for  
9 twenty-five years.

10 **THE COURT:** Uh-huh.

11 **MR. BARNES:** And all of this was -- the plaintiff  
12 bought the land about a year ago, and all of this was in  
13 full sight of him. I don't know if he had closing  
14 lawyers. I don't know if he talked with anybody at the  
15 county. I know one thing, you just can't assume it's a  
16 county road because this 911 map says so, because we've  
17 covered that in the testimony.

18 **THE COURT:** Uh-huh.

19 **MR. BARNES:** If you look at the next case, Hutto  
20 versus Tindall: Where a use of a way through unenclosed  
21 woodland is relied under establish of right, it must be  
22 shown it continues adversely for twenty years, which  
23 there's been no testimony about that.

24 And with regard to the DuPont versus Charleston  
25 Bridge, that case stands for the proposition that

1 basically that if use of a road is permissive and not  
2 adverse, you cannot establish an easement, because to get  
3 an easement by prescription or anything else, it's got to  
4 be an adverse use.

5 **THE COURT:** Uh-huh.

6 **MR. BARNES:** And finally, the two cases, Hetsell and  
7 North Myrtle Beach and Hollings v. Manning say that in  
8 order to perfect a dedication to the county, there's got  
9 to be an intent on the owner to dedicate it, and the  
10 county has to accept it.

11 **THE COURT:** Uh-huh.

12 **MR. BARNES:** And I think it's clear from the  
13 testimony and the comments of Council for Colleton County  
14 that it's clear that there's been no dedication, and that  
15 Mr. Drew has owned that property for more than twenty-five  
16 years and nobody has a right to go through that gate. And  
17 I certainly don't see where an injunction could be issued  
18 against Mr. Drew.

19 **THE COURT:** Okay.

20 Mr. Lanning?

21 **MR. LANNING:** Your Honor, we weren't able to litigate  
22 whether or not this was a private or public road. This is  
23 a landlocked piece of property. This is the only way in  
24 and out. That's the only way in or way out.

25 **THE COURT:** Uh-huh.

1           **MR. LANNING:** So we just -- until this case is heard,  
2 we just want access through the gates to be able to go  
3 down to the property.

4           **THE COURT:** Okay.

5           **MR. BARNES:** May it please the Court? I'm going to  
6 be amending my Complaint. I'm within thirty days of  
7 having filed it. I'm going to assert a cause of action  
8 for trespass against Mr. Nettles, because he's using our  
9 road illegally now.

10          **THE COURT:** Uh-huh.

11          **MR. BARNES:** What happened was when this first came  
12 up, when Mr. Drew used to let him go through the gate  
13 until they had an argument, which was permissive, he  
14 wasn't giving up his right, ---

15          **THE COURT:** Right.

16          **MR. BARNES:** --- but then when Mrs. Nettles said that  
17 Mr. Drew was going to have to pay for the easement he  
18 offered them around the boundary of his property line, she  
19 got mad and said, "No, you're going to have to pay for  
20 building the road, too."

21          **THE COURT:** When you say "she," are you saying Mrs.  
22 Nettles said that?

23          **MR. BARNES:** Mrs. Nettles said that, yes, ma'am,  
24 before this started. So, recently, I told Scooter we'll  
25 send a letter to counsel. As a matter of fact, I just got

1 in the case two or three weeks ago, but we sent a letter  
2 to counsel saying that we were locking the gate, he  
3 couldn't come and go, don't use our road.

4 And now what he's doing is he's coming down our road  
5 up to the gate and he and his equipment has muddied up,  
6 just as well as other permissive users who go through that  
7 other gate, he's using our road to go from the gate  
8 basically back to his property, and we're going to stop  
9 that one way or the other.

10 But several weeks ago a deputy -- Mr. Nettles came up  
11 after we had sent the letter to counsel. The gate was  
12 locked, and Mr. Nettles called the sheriff's deputy.

13 The deputy -- Mr. Drew came up, and the deputy said,  
14 improperly said, that Mr. Drew had no right to block the  
15 road. And I was on the other phone and said to ask the  
16 deputy what's his authority to say you can't keep people  
17 out of your own property, and the deputy backed off.

18 And so -- and then they filed for the injunction.  
19 And so we've waited until we've got to court to let the  
20 Court hear the evidence about the fact that there is no  
21 public easement. And although it's not the end of the  
22 case, I'd say as a matter of law right now, that's the way  
23 it's got to be.

24 And so that we want -- we want Mr. Nettles to stay  
25 off of our road inside that gate, and we just want to make

1 that comment. I know that's not before the Court now, but  
2 I want to say that's what's coming.

3 THE COURT: Okay.

4 All right, Mr. Lanning, what you're asking me for is  
5 a TRO, which is only going to give you ten days of use  
6 anyway. Where -- where are we going?

7 MR. LANNING: Um, well, I didn't know it was only ten  
8 days. We were under the impression it would last  
9 throughout the duration of the case.

10 THE COURT: I mean, you're asking for a TRO, is that  
11 not correct?

12 What was pled for, Mr. ---

13 MR. LANNING: Pardon me?

14 THE COURT: What was pled? Was it for a TRO?

15 MR. LANNING: Yes, Your Honor, a temporary  
16 restraining order.

17 THE COURT: Okay. Help me out here, Mr. Barnes.

18 MR. BARNES: Ma'am?

19 THE COURT: How are these people going to get to  
20 their landlocked lot?

21 MR. BARNES: Well, I don't know. They had an offer  
22 to go around the property, but here's the -- here's the  
23 real problem in the case.

24 THE COURT: Yeah.

25 MR. BARNES: If you give the plaintiff access on our

1 road down to that, what they're doing -- may I approach  
2 again?

3 THE COURT: Sure. Okay.

4 MR. BARNES: . What they're doing when they come in --  
5 where are we? Okay.

6 They come in here and get on our road and come all  
7 the way down here, and they're actually building their  
8 road on the very back end of their property. They're  
9 going in here and then they're coming this way. Now, we  
10 have not been on the property, I've just looked at it from  
11 Camp Road.

12 THE COURT: Uh-huh.

13 MR. BARNES: But Mr. Drew had offered at one time to  
14 let them come in this way the property line, down here and  
15 come over here, and it was going to come in at the very  
16 front of his land.

17 THE COURT: Uh-huh.

18 MR. BARNES: There are pastures down here, and  
19 believe it or not, I know you've never ---

20 THE COURT: Mr. Drew's pastures are down here.

21 MR. BARNES: Cow pastures.

22 THE COURT: Gotcha.

23 MR. BARNES: And believe it or not, Mr. Drew has had  
24 a horrendous problem with students from the College of  
25 Charleston coming down and getting the mushrooms and

1 sitting out in the fields and eating mushrooms and getting  
2 high. Now, I -- and so once Mr. Drew moves his gate down,  
3 he's in the middle of a pasture, and see, they can't  
4 secure the property. Now with the gate in the woods, it  
5 blocks entry back there.

6 Plus, he doesn't want all these people coming up his  
7 road. He doesn't know who they are, what they're doing,  
8 and once they get there, he has a house down there with  
9 valuables. And just letting him use our road is Pandora's  
10 box for us, and we're not going to do it voluntarily.

11 **THE COURT:** Okay.

12 **MR. BARNES:** And we have a very good reason to.

13 **THE COURT:** But again, how are these people going to  
14 access their road to get to their land?

15 **MR. BARNES:** I don't know. He needs to get the law  
16 and check the title. I'm not saying he's entitled or not  
17 entitled to one for necessity, but just because they can't  
18 go in doesn't mean we've got to give them our property.  
19 If so, that means I can drive across your front yard  
20 anytime I wanted to.

21 **THE COURT:** I know. So he's just going to have to  
22 get an easement of necessity.

23 **MR. BARNES:** He's going to have to figure out how  
24 he's going to get in, which he should have done before it  
25 started, before he bought the land.

1           **THE COURT:** I understand looking at the pleadings  
2 that Mr. Lanning's clients have been clearing out the  
3 property. Do they actually have a home there, or I saw  
4 you said that surveyors and whomever was coming out. They  
5 want to build on it? Is that what they're trying to do?

6           **MR. LANNING:** Yes, Your Honor. They're in the  
7 process of clearing the land and having people come out  
8 and find out exactly what they need to do to have a house  
9 built out there.

10          **THE COURT:** Do they have a title policy on it?

11          **MR. LANNING:** I don't know. We can find out.

12          **THE COURT:** Okay.

13          Mr. Thornton?

14          **MR. THORNTON:** Your Honor, I apologize for delaying  
15 any more further proceedings. I just want to put -- to  
16 switch hats now and as Deputy Solicitor, if that's all  
17 right with the Court, ---

18          **THE COURT:** Sure.

19          **MR. THORNTON:** --- and I wanted, because I just heard  
20 recently about this issue with calling a deputy out there,  
21 and certainly the sheriff, nor the sheriff's department,  
22 doesn't work for me, but based on what I've seen today, I  
23 just wanted the Court to know and I wanted counsel to know  
24 that what I'm going to recommend to the sheriff is that  
25 they not send deputies out there for a dispute as to

1 whether the gate is open or not. This is a matter that is  
2 now in civil court. It's before Your Honor or whatever  
3 judge ends up with it.

4 And I just don't think it's appropriate to start  
5 having sheriff's deputies come out there and trying to  
6 force somebody to do something when you've got an action  
7 filed in Circuit Court. So I just wanted to put counsel  
8 on notice on the record, both counsel, that I'm going to  
9 suggest to the sheriff that this matter is being litigated  
10 in court.

11 And not that if the College of Charleston students  
12 are out there doing mushrooms, I'll ask him to look into  
13 that, but as far as somebody asking to either order the  
14 gate be opened or order the gate be shut, depending on how  
15 Your Honor rules, I'm just going to suggest to the sheriff  
16 they not go out there, and I want counsel to be on notice.

17 **MR. BARNES:** And I consent to that.

18 **MR. THORNTON:** I don't think it's appropriate to call  
19 the deputies out when you've got an active lawsuit and  
20 there's a dispute involved, to try to use the sheriff's  
21 department to force somebody to do something. And I just  
22 wanted to put on the record for Your Honor's perspective

23 ---

24 **THE COURT:** Uh-huh.

25 **MR. THORNTON:** --- unless you feel differently, I'm

1 going to tell him this matter is being litigated, and I'm  
2 going to suggest the sheriff not go out there for that  
3 type of matter.

4 **THE COURT:** Unless there's a fist-fight or something.

5 **MR. THORNTON:** Unless there's a fist-fight, but  
6 not -- not for somebody to say, "I want you to open the  
7 gate," or "I want you to close the gate and prevent him  
8 from coming in." They need to be subject to the Court's  
9 order and not just going out there trying to use the  
10 sheriff's department to do it for them.

11 **MR. BARNES:** And likewise, Your Honor, to try to  
12 avoid just that, I'd politely ask Mr. Lanning to notify  
13 his client, based on this testimony that it doesn't seem  
14 to be a public road, then we're going to take whatever  
15 action, and I don't mean fisticuffs, but we're going to  
16 fix that road so he can't use it, and we're going to start  
17 immediately, if not sooner.

18 We can't -- we're not going to let him have continued  
19 use and continued use, because then how is he going -- how  
20 is he going to get into his property if he doesn't come  
21 down our road? That's the whole thing; see?

22 He -- he -- he was offered a way around, and he chose  
23 not to accept what we offered him. He wanted us to pay  
24 for building his road, because he said this was a county  
25 road, and it is not a county road.

1           And he has no right to go down it, because his  
2 friends -- what are all these trucks bringing in boards  
3 and asphalt going to do to that dirt road when it rains?  
4 They're going to tear Mr. Drew's road up, and then who is  
5 going to be paying for the repairs? They'll be saying,  
6 "You tore up my road."

7           It's just not going to work with him using that road,  
8 and he has no right to.

9           **THE COURT:** Okay.

10          Mr. Lanning?

11          **MR. LANNING:** Just to let you know, we have told our  
12 clients not to call the sheriff anymore. That's not going  
13 to be an issue.

14          **THE COURT:** Okay. All right.

15          **MR. BARNES:** Excuse me, if I may, what I'm politely  
16 asking Mr. Lanning to do is to advise them that the county  
17 has testified this is not a public road.

18          **THE COURT:** All right. Well, I can tell you right  
19 now I don't think you've met the requirements for a  
20 temporary restraining order. I do think you need to  
21 figure out how to bring a case based on easement by  
22 necessity, because that appears where you're going with  
23 this.

24          **MR. LANNING:** All right.

25          **THE COURT:** Additionally, I would suggest that you

1 tell your clients to go check and see if they have a title  
2 policy, they need to be making a claim right now,  
3 unfortunately.

4 Judge Buckner has not conflicted out of this case in  
5 any way, has he?

6 MR. BARNES: I beg your pardon?

7 THE COURT: Judge Buckner has not conflicted out of  
8 this case has he in any way? In other words, do I have to  
9 keep it? I'm asking. No?

10 MR. BARNES: Who can hear it?

11 THE COURT: I said has Judge Buckner, this is just me  
12 asking, he has not conflicted in any way, is he?

13 MR. BARNES: I'm not sure.

14 THE COURT: Okay.

15 MR. BARNES: I don't know. I think he has possibly  
16 done work for Mr. Drew before, but I don't know when and  
17 where and all that.

18 THE COURT: Well, gentlemen, what I'm telling you is  
19 is that if in fact he is and you need to get some  
20 resolution, Mr. Lanning, I'm telling you this for your  
21 benefit probably more than anybody, ---

22 MR. LANNING: Right.

23 THE COURT: --- if that is the case, then we'll ask  
24 Judge Buckner to enter an order saying he is conflicted  
25 out. I don't know why I had a guess on that one, but I

1 just did, you call my office directly -- and don't call,  
2 email Erin, my law clerk, and she'll set whatever we need  
3 for a hearing, because in the Fourteenth Circuit, we only  
4 have two judges that cover five counties. If he's  
5 conflicted out, it's mine.

6 Judge Kinard is leaving, coming in July, so I just  
7 say that. I don't want it sitting on a docket and sitting  
8 on a docket and you're worried and waiting. Although we  
9 do have non-jury term of court coming up, yes, with Judge  
10 Kinard?

11 **CLERK:** Yes, the week of May 10th. I have not gotten  
12 a solid date yet.

13 **THE COURT:** Okay.

14 Well, I will tell you this, if you have any other  
15 motions or anything else you need to do, Judge Kinard is  
16 going to be here May 10th, so I'd file it before May 1st,  
17 if I were you so you can get ten days notice, if you've  
18 got something to be heard. I ask that for my own benefit.

19 But if not, again, if there's a problem after that,  
20 email Erin, Mr. Lanning, and we'll set it. Okay?

21 **MR. LANNING:** Thank you, Your Honor.

22 **THE COURT:** All right. I appreciate it.

23 Y'all want to take this back?

24 **MR. BARNES:** May I -- may it please the Court?

25 **THE COURT:** Yes.

1           MR. BARNES: May I take -- is it all right with Mr.  
2 Lanning if I take these exhibits?

3           THE COURT: Sure. Have you got it?

4           MR. BARNES: Do you want -- are you going to do a  
5 form order, or would you like for me to do an order?

6           THE COURT: I'm going to do a form order denying the  
7 TRO.

8           MR. BARNES: Okay.

9           (END OF REQUESTED TRANSCRIPT OF RECORD.)

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CERTIFICATE OF REPORTER

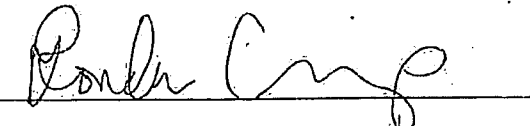
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STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF COLLETON            )

I, Ronda T. Cummings, Official Court Reporter for the  
Judicial Department of the State of South Carolina, do  
hereby certify that the foregoing is a true, accurate and  
complete Transcript of Record of the proceedings had and  
evidence introduced in the trial of the captioned case,  
relative to appeal, in the Court of Common Pleas for  
Colleton County, South Carolina, on the 21st day of April,  
2010.

I do further certify that I am neither of kin,  
counsel nor interest to any party hereto.

June 21, 2010



Ronda T. Cummings, CVR  
Official Court Reporter

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

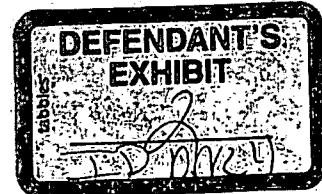
LICENSE AGREEMENT

WHEREAS, Robert E. Moseley, Henry W. Lockwood, Jr., F. Sherrill Poulnot, Jr., John G. Thornhill, and Theodore Wilbur Thornhill, as Partners doing business as Tupelo Bay Plantation, are the owners of a parcel of land lying, being and situate in Colleton County, South Carolina near Jacksonboro, containing two hundred seven and eight one-hundredths (207.08) acres, more or less, being shown on plat thereof by William C. Boineau dated January 6, 1981 and recorded in Plat Cabinet C-12 in the RMC Office for Colleton County, South Carolina; and

WHEREAS, Riedesel Forrest, Ltd., a Limited Partnership organized under the laws of the State of Georgia conveyed the two hundred seven and eight one-hundredths (207.08) acre parcel to Robert E. Moseley, et al., d/b/a Tupelo Bay Plantation by deed dated January 16, 1981 and recorded January 23, 1981 in Deed Vol. 221 at Page 210 in the RMC Office for Colleton County, South Carolina, and

WHEREAS, in said deed of Riedesel to Moseley et al. the grantees were granted a right-of-way for reasonable ingress and egress from the parcel of two hundred seven and eight one-hundredths (207.08) acres to Highway S-15-30 over and across the retained property of Riedesel Forrest, Ltd., and

WHEREAS, Sylvester G. Drew, Jr. is the owner of all or a portion of a tract of land contiguous to the tract containing two hundred seven and eight one-hundredths (207.08) acres owned by Tupelo Bay Plantation, a Partnership, known general as the Deer Creek Tract, and more particularly shown upon a plat of survey prepared for J. L. McMillan by S. S. Snook, R.L.S. dated December 12, 1957 and recorded September 1, 1959 in Plat Book 10 at Page 187 in the RMC Office for Colleton County, South Carolina, and



WHEREAS, Sylvester G. Drew wishes to grant to Tupelo Bay Plantation Partnership bare permission in the form of a License to use an existing dirt road running in a generally east-west direction from Road S-15-30 into the Deer Creek Tract for the purpose of ingress and egress onto the two hundred seven and eight one-hundredths (207.08) acre tract owned by Tupelo Bay Plantation, a Partnership,

NOW THEREFORE, in consideration of Five and 00/100 (\$5.00) Dollars paid in hand to Sylvester G. Drew by Tupelo Bay Plantation, a Partnership, the receipt of which is hereby acknowledged, Sylvester G. Drew and Tupelo Bay Plantation, a Partnership, agree as follows:

1. That Sylvester G. Drew does license to the partners of Tupelo Bay Plantation, a Partnership, for the purpose of ingress and egress only, the use of a dirt road which commences at Road S-15-30 and runs in a generally westerly direction across the south-southeast boundary of Deer Creek Tract, said Deer Creek Tract being contiguous to lands owned by Tupelo Bay Plantation, a Partnership and referenced above. This License for ingress and egress only extends to the intersection of the existing dirt road on the Deer Creek Tract and another dirt road which runs in a North-South direction from the existing Deer Creek Tract road to a cabin or dwelling place situate on the Tupelo Bay Plantation tract. It is agreed that this License does not extend to use of the Deer Creek Road west of the intersecting road leading to the Tupelo Bay cabin.

2. That the License is for the use of the partners of the partners of Tupelo Bay Plantation, provided they promptly repair any damage done by them to said road, and that they shall not use said road so as to annoy or harass the owners of the Deer Creek Tract and their enjoyment of their said property. Further, the Licensee and its partners shall faithfully prevent said roadway from being used by trespassers or unauthorized persons. Further, Licensee and its partners shall have the privilege of maintaining the Deer Creek road at

their own expense, with the consent of the owner or owners of the Deer Creek Tract, and, as well, to cooperate with Licensor in the road's improvement and maintenance. Licensor herein, owner of the private road crossing the Deer Creek Tract do in no way give up the use of said private road and reserve the right to also use and maintain the same.

3. The License herein given by Sylvester G. Drew to Tupelo Bay Plantation, a Partnership shall be personal to Tupelo Bay Plantation, a Partnership, including its individual partners, and invitees, and shall not run with the title to Tupelo Bay Plantation Tract, and shall not be construed as an easement, and may be revoked at any time by Sylvester G. Drew, his heirs or assigns at his or their pleasure.

4. Sylvester G. Drew reserves the right to construct a gate impeding access to the Deer Creek Road so long as he makes access through the gate available to the Licensee.

5. That the Licensee agrees to indemnify and save harmless Sylvester G. Drew, his heirs or assigns forever from all damages which the Licensee may suffer by reason of the exercise by the Licensees of the License herein conferred upon it.

6. That the parties agree that should Sylvester G. Drew, his or assigns forever, choose to terminate this License, and should the Licensee resist the termination of the License or not cooperate with the Licensor's withdrawal of permission, and it become necessary for Sylvester G. Drew, his heirs or assigns, to employ an attorney for the protection of his rights, that the Licensee partnership and its individual partners shall be liable for costs and expenses of Licensor's legal representation.

IN WITNESS WHEREOF the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

IN THE PRESENCE OF:

Alle M Jenkins

Sylvester G. Drew  
SYLVESTER G. DREW, LICENSOR

Lilly G. Russell

TUPELO BAY PLANTATION,  
LICENSEE, BY ITS PARTNERS:

C. G. Holly f

Robert E. Moseley  
ROBERT E. MOSELEY

Teresa C. Godley

James F. Holly

Henry W. Dockwood, Jr.  
HENRY W. DOCKWOOD, JR.

Carolyn Holly

C. E. Holly f

F. Sherrill Poulnot, Jr.  
F. SHERRILL POULNOT, JR.

Teresa C. Godley

Robert E. Moseley

John G. Thornhill  
JOHN G. THORNHILL

C. E. Holly f

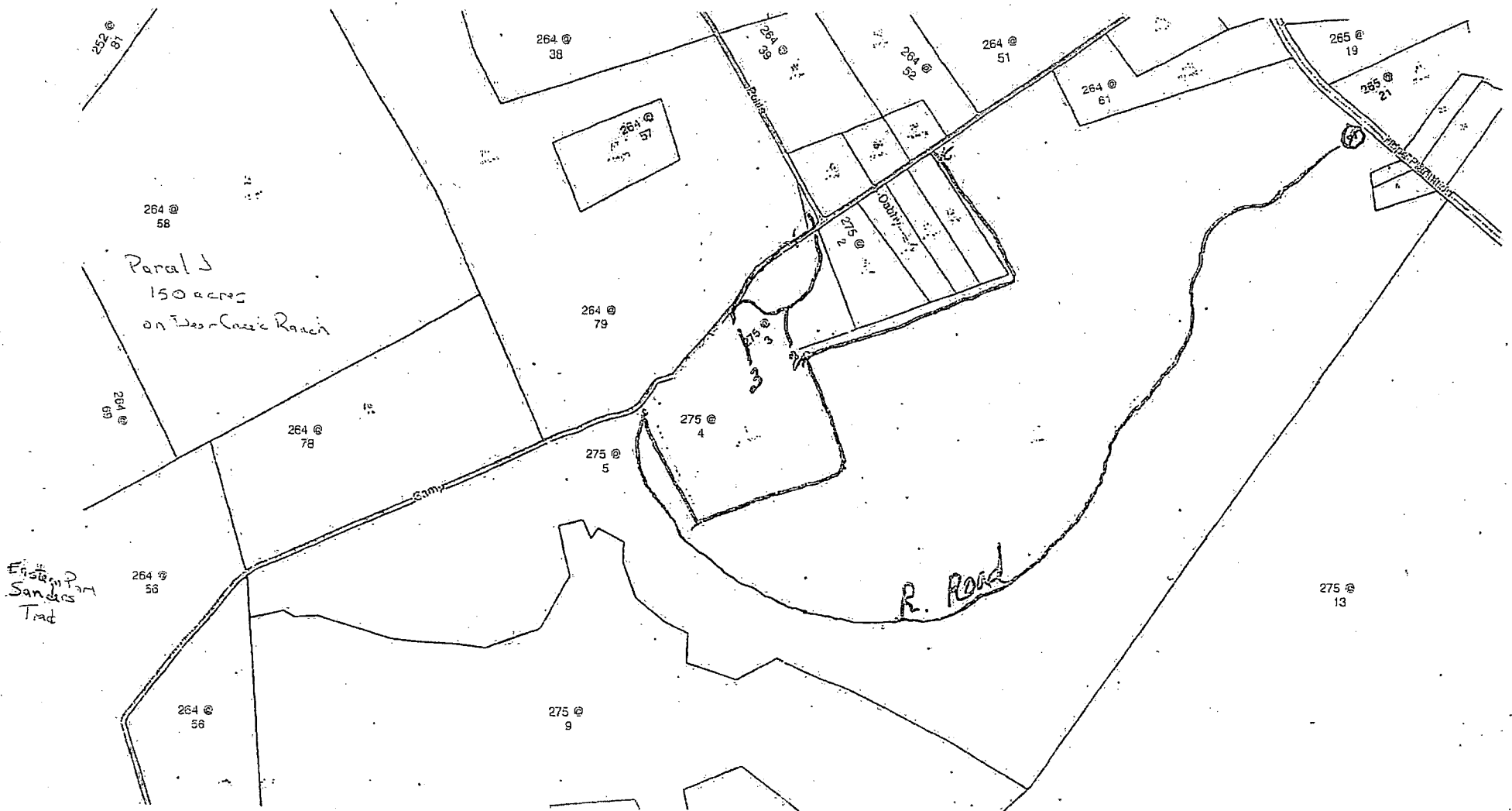
Teresa C. Godley

Robert E. Moseley

Theodore Wilbur Thornhill  
THEODORE WILBUR THORNHILL

C. E. Holly f

Teresa C. Godley



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"TM 275-00-00-004"  
"April 10, 2009"  
Colleton County Technology Dept.

1 inch equals 600 feet



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

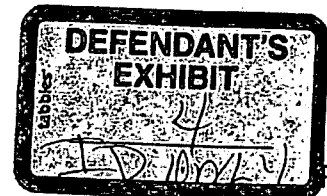
PERMIT AGREEMENT

This Agreement, made this 1st day of January, 1998, by and between SYLVESTER G. DREW, JR., Post Office Box 6, Jacksonboro, SC 29452, and ROBERT E. MOSELEY, 733 KING STREET, MT.PLEASANT, SC 29464, THEODORE WILBURN THORNHILL, 2850 BROWNELL AVE., SULLIVAN'S ISLAND, SC 29482, JOHN G. THORNHILL, 155 LIVE OAK DRIVE, MT. PLEASANT, SC 29464, and VAN NOY THORNHILL, 24 LEGARE STREET, CHARLESTON, SC 29401.

WITNESSETH

That SYLVESTER G. DREW, JR., for and in consideration of Five and no/100 (\$5.00) Dollars and other valuable consideration as outlined herein, does hereby grant to ROBERT E. MOSELY, THEODORE WILBURN THORNHILL, JOHN G. THORNHILL, and VAN NOY THORNHILL, permission to go upon certain property, as specifically outlined herein, for the sole purpose of ingress, egress and regress from the Gate located at the eastern boundary of lands of SYLVESTER G. DREW, JR., and Camp Lane near the intersection of Polite Road to that certain road designated as "Cabin Road" on the attached Exhibit "A", which is hereby incorporated and made a part hereof by reference. Exhibit "A" shows the existing road across property of SYLVESTER G. DREW, JR. for which this Permit is granted, which is designated more particularly on attached Exhibit "A".

1. PROPERTY: That property consisting of the existing roadway known as Camp Lane as outlined on attached Exhibit "A".
2. LIMITATION: This permit is limited to use of the roadway only for ingress, egress, and regress to the property designated as the "Cabin Road" on attached Exhibit "A".
3. TERM: The term of this permit shall be for three (3) years, commencing on January 1, 1998, and ending on December 31, 2000.
4. CONDITIONS: It is agreed by and between the parties that:
  - a. The privilege granted is solely the privilege to use the existing roadway as shown on



attached Exhibit "A" across property of SYLVESTER G. DREW, JR.

- b. This permit is not transferable or assignable to any third party.
- c. Roadside areas shall be kept free of litter at all times.
- d. ROBERT E. MOSELY, THEODORE WILBURN THORNHILL, JOHN G. THORNHILL, and VAN NOY THORNHILL shall, at all times, exercise extreme care during the tenure hereunder to protect the property of SYLVESTER G. DREW, JR., from fires arising from whatever cause and to make sure to lock all gates and cables at all times.
- e. ROBERT E. MOSELY, THEODORE WILBURN THORNHILL, JOHN G. THORNHILL, and VAN NOY THORNHILL shall be responsible for any road repair or damage to the road and adjoining property caused by its use of the same, and agrees to maintain SYLVESTER G. DREW, JR.'s roads in safe condition, ordinary wear and tear is excepted.
- f. It is understood that this permit shall be null and void in the event ROBERT E. MOSELY, THEODORE WILBURN THORNHILL, JOHN G. THORNHILL, and VAN NOY THORNHILL do not conform strictly with all provisions herein.
- g. This Permit shall be terminated at any time by either party herein upon thirty (30) days written notice.

5. LIABILITY: SYLVESTER G. DREW, JR., assumes no responsibility for the safety of persons exercising the privileges granted by this Permit. SYLVESTER G. DREW, JR., shall not be liable for any injury or death to such persons or damage to property while on the designated property. It is further understood that ROBERT E. MOSELY, THEODORE WILBURN THORNHILL, JOHN G. THORNHILL, and VAN NOY THORNHILL shall indemnify and hold SYLVESTER G. DREW, JR., harmless from and against any claim, loss, cost, or damage whatsoever caused by or arising out of use the roadway across lands of SYLVESTER G. DREW.

6. MISCELLANEOUS:

- a. This instrument constitutes the entire agreement between the parties and any agreement not contained herein shall be without effect unless in writing signed by both parties hereto.

b. Should ROBERT E. MOSELY, THEODORE WILBURN THORNHILL, JOHN G. THORNHILL, and VAN NOY THORNHILL or any of its agents, servants, employees, invitees, fail to comply, in SYLVESTER G. DREW, JR's opinion, strictly with the terms of this Permit Agreement, SYLVESTER G. DREW, JR. reserves the right to cancel the Permit Agreement forthwith, without any liability on SYLVESTER G. DREW, JR's part whatsoever as outlined herein.

IN WITNESS WHEREOF, the parties intending to be bound hereby have signed their hands, affixed their seals and caused this instrument to be executed and delivered this day and year first above written.

Hildegard L. Davis  
Becky H. Hill

Sylvester G. Drew Jr  
SYLVESTER G. DREW, JR.

Robert E. Moseley  
Theodore W. Thornhill

Robert E. Moseley  
ROBERT E. MOSELEY

Robert E. Moseley  
Ann Winston Thornhill

Theodore Wilburn Thornhill  
THEODORE WILBURN THORNHILL

Robert E. Moseley  
Theodore W. Thornhill

John G. Thornhill  
JOHN G. THORNHILL

Van Noy Thornhill  
Robert E. Moseley

Van Noy Thornhill  
VAN NOY THORNHILL

Bobby R. Creech, Jr.  
685 Cain Drive  
Mount Pleasant, SC 29464

Van Noy Thornhill  
24 1/2 Legare Street  
Charleston, SC 29401

Theodore W. Thornhill  
2850 Brownell Ave.  
Sullivans Island, SC 29482

John G. Thornhill  
15 Prescient Street  
Mount Pleasant, SC 29464

Robert Mosely  
633 King Street  
Mount Pleasant, SC 29464

Property of  
S. G. Drew

Baseball  
Field

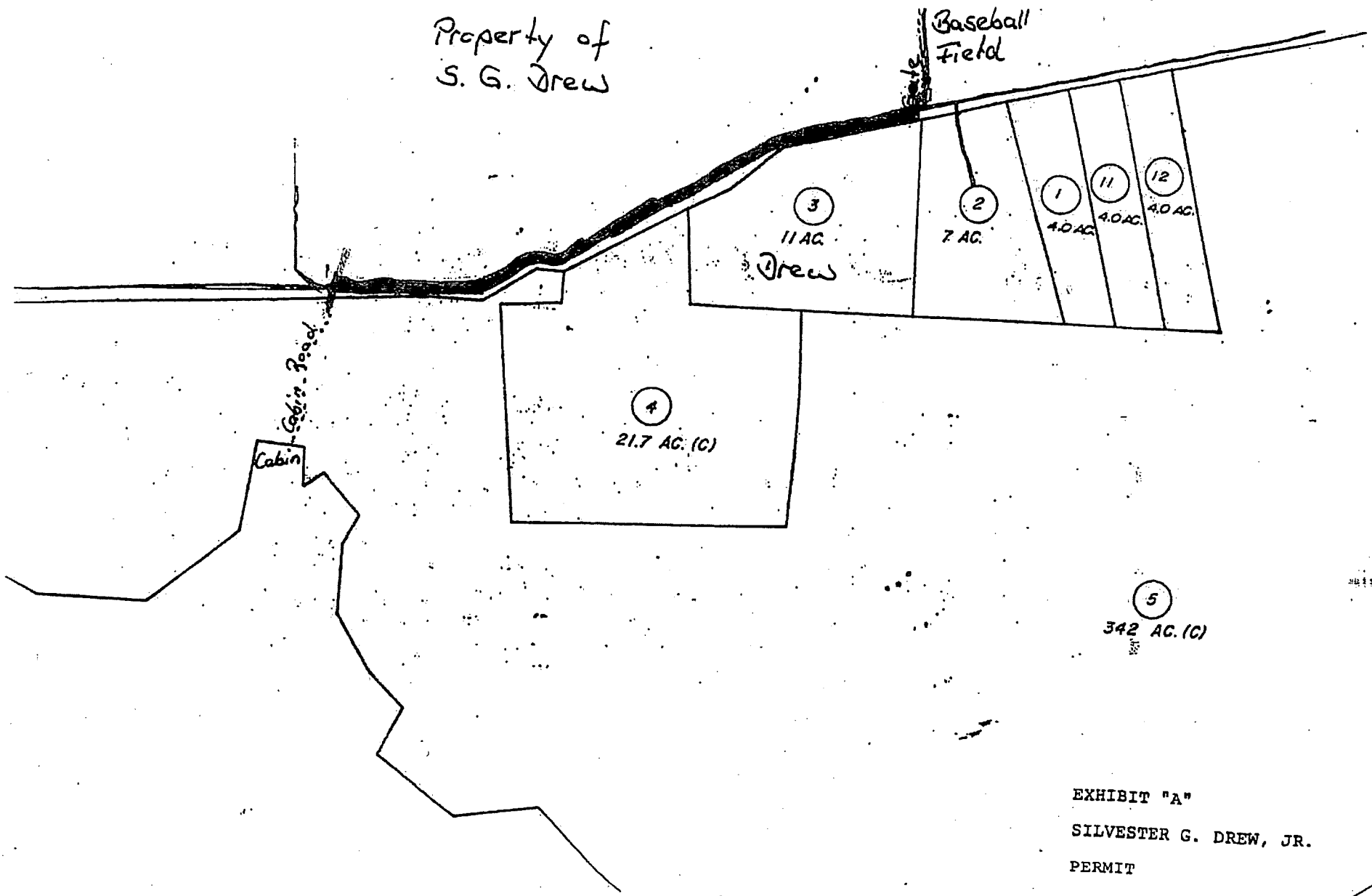


EXHIBIT "A"  
SILVESTER G. DREW, JR.  
PERMIT



DEFENDANT'S  
EXHIBIT  
5

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

PERMIT AGREEMENT

This Agreement, made this 28th day of August, 1998, by and between SYLVESTER G. DREW, JR., Post Office Box 6, Jacksonboro, South Carolina 29452, and REIDESEL FOREST, LTD.,  
c/o William L. Reno and Associates, P. O. Box 606, 16749 Hwy. 67,  
Statesboro, Georgia 30458

WITNESSETH

That SYLVESTER G. DREW, JR., for and in consideration of Five and no/100 (\$5.00) Dollars and other valuable consideration as outlined herein, does hereby grant to REIDESEL FOREST LTD., permission to go upon certain property, as specifically outlined herein, for the sole purpose of ingress, egress and regress from the Gate located at the eastern boundary of lands of SYLVESTER G. DREW, JR., and Camp Lane near the intersection of Polite Road to that certain road designated as "Cabin Road" on the attached Exhibit "A", which is hereby incorporated and made a part hereof by reference. Exhibit "A" shows the existing road across property of SYLVESTER G. DREW, JR. for which this Permit is granted, which is designated more particularly on attached Exhibit "A".

1. PROPERTY: That property consisting of the existing roadway known as Camp Lane as outlined on attached Exhibit "A".
2. LIMITATION: This permit is limited to use of the roadway only for ingress, egress, and regress to property of REIDESEL FOREST, LTD., designated as the "Cabin Road" on attached Exhibit "A".
3. TERM: The term of this permit shall be for one (1) year,



commencing on January 1, 1998, and ending on December 31, 1998.

4. CONDITIONS: It is agreed by and between the parties that:
- a. The privilege granted is solely the privilege to use the existing roadway as shown on attached Exhibit "A" across property of SYLVESTER G. DREW, JR.
  - b. This permit is not transferable or assignable to any third party.
  - c. Roadside areas shall be kept free of litter at all times.
  - d. REIDSEL FOREST LTD., shall, at all times, exercise extreme care during the tenure hereunder to protect the property of SYLVESTER G. DREW, JR., from fires arising from whatever cause and to make sure to lock all gates and cables at all times.
  - e. REIDSEL FOREST LTD., shall be responsible for any road repair or damage to the road and adjoining property caused by its use of the same, and agrees to maintain SYLVESTER G. DREW, JR.'s roads in safe condition, ordinary wear and tear is excepted.
  - f. It is understood that this permit shall be null and void in the event REIDSEL FOREST LTD. does not conform strictly with all provisions herein.
  - g. This Permit shall be terminated at any time by either party herein upon thirty (30) days written notice.

5. LIABILITY: SYLVESTER G. DREW, JR., assumes no responsibility for the safety of persons exercising the privileges granted by this Permit. SYLVESTER G. DREW, JR., shall not be liable for any injury or death to such persons or damage to property while on the designated property. It is further understood that Reidesel Forest, Ltd., will indemnify and hold SYLVESTER G. DREW, JR., harmless from and against any claim, loss, cost,

or damage whatsoever caused by or arising out of use the roadway across lands of SYLVESTER G. DREW.

6. MISCELLANEOUS:

- a. This instrument constitutes the entire agreement between the parties and any agreement not contained herein shall be without effect unless in writing signed by both parties hereto.
- b. Should REIDSEL FOREST, LTD., or any of its agents, servants, employees, invitees, fail to comply, in SYLVESTER G. DREW, JR.'s opinion, strictly with the terms of this Permit Agreement, SYLVESTER G. DREW, JR. reserves the right to cancel the Permit Agreement forthwith, without any liability on SYLVESTER G. DREW, JR.'s part whatsoever as outlined herein.

IN WITNESS WHEREOF, the parties intending to be bound hereby have signed their hands, affixed their seals and caused this instrument to be executed and delivered this day and year first above written.

*[Signature]*

Hildegard L. Davis

*[Signature]*

*[Signature]*

*Sylvester G. Drew, Jr.*  
SYLVESTER G. DREW, JR.

*Reideseel Forest, Ltd.*  
REIDSEEL FOREST, LTD.  
By: *William L. Reno*  
Its: P.O.A.

Property of  
S. G. Drew

Gate  
Baseball  
Field

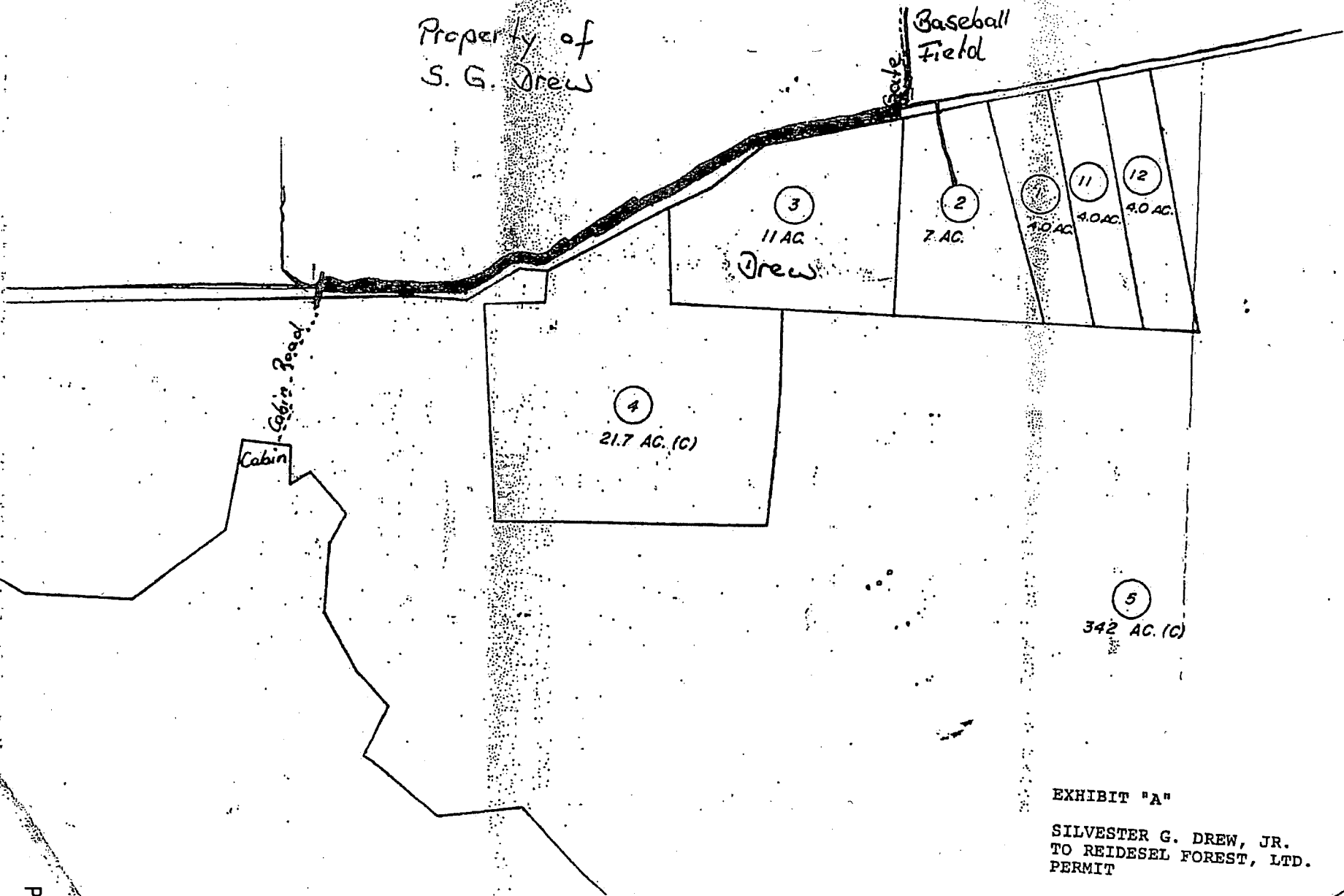
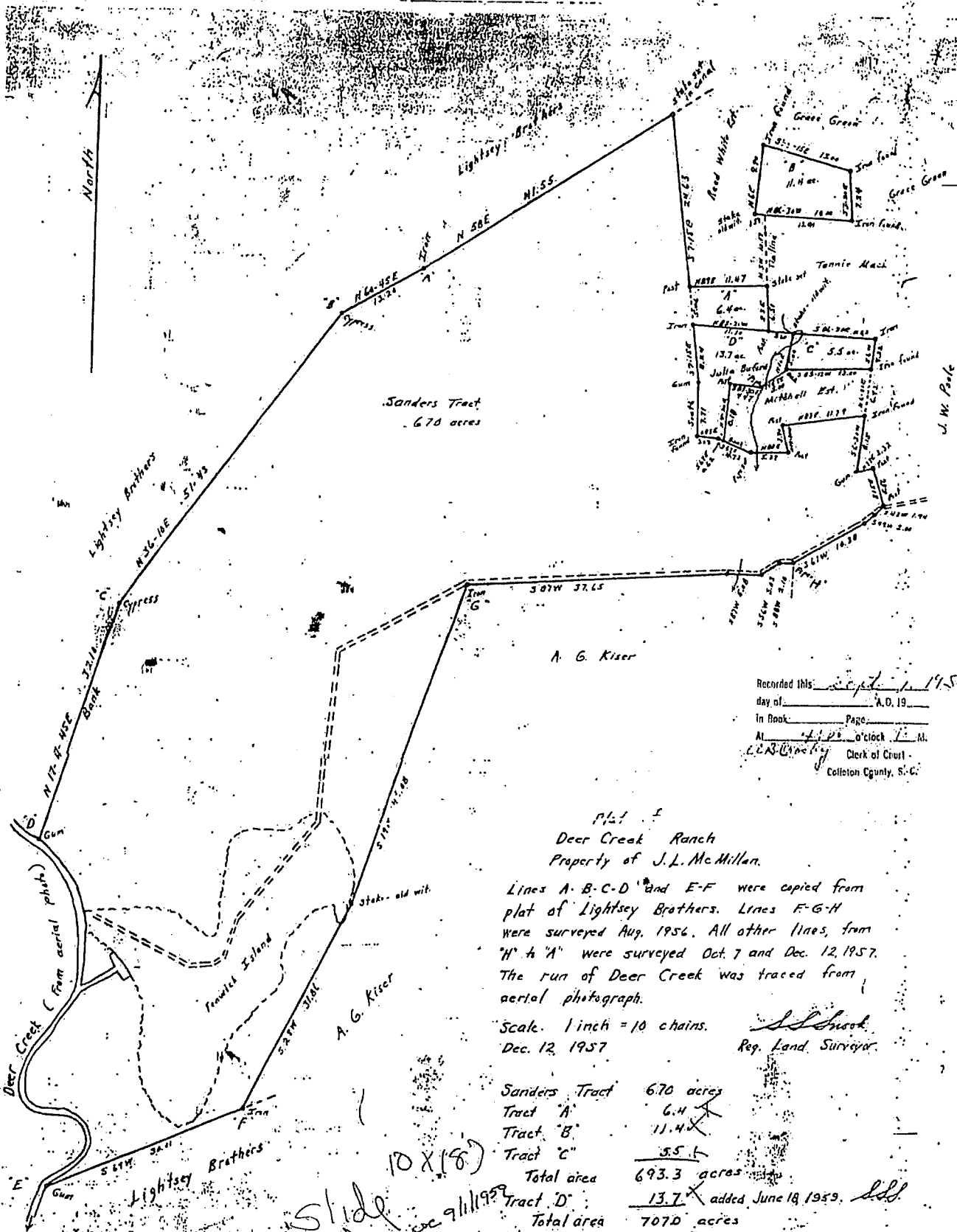


EXHIBIT "A"

SILVESTER G. DREW, JR.  
TO REIDSESEL FOREST, LTD.  
PERMIT



Recorded this 20th day of Sept, 1959  
 day of \_\_\_\_\_ A.D. 19\_\_\_\_  
 in Book \_\_\_\_\_ Page \_\_\_\_\_  
 At \_\_\_\_\_ o'clock 1 M.  
C.B. Crutchfield Clerk of Court  
 Colleton County, S.C.

A. G. Kiser  
 Plat of  
 Deer Creek Ranch  
 Property of J. L. McMillan.

Lines A-B-C-D and E-F were copied from plat of Lightsey Brothers. Lines F-G-H were surveyed Aug. 1956. All other lines, from "H" to "A" were surveyed Oct. 7 and Dec. 12, 1957. The run of Deer Creek was traced from aerial photograph.

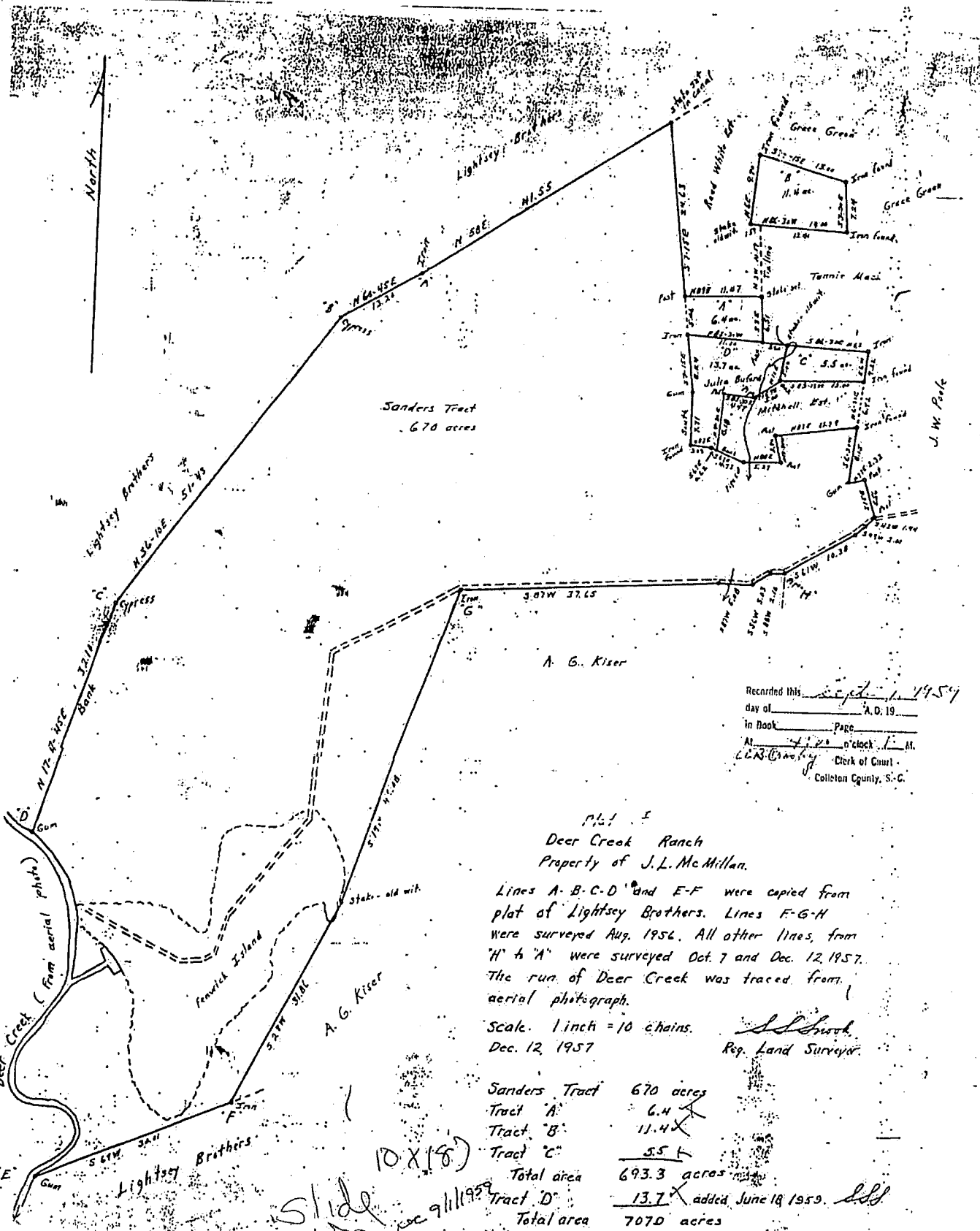
Scale. 1 inch = 10 chains.  
 Dec. 12, 1957

S. S. Shook  
 Reg. Land Surveyor

Sanders Tract	670 acres
Tract A	6.4
Tract B	11.4
Tract C	5.5
Total area	693.3 acres
Tract D	13.7 added June 18, 1959.
Total area	707.0 acres

Slide 10 X 18" 9/11/1959





Recorded this 27 day of July, 1957  
 day of \_\_\_\_\_ A. D. 19\_\_\_\_  
 in Book \_\_\_\_\_ Page \_\_\_\_\_  
 At \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
 C. L. B. \_\_\_\_\_ Clerk of Court  
 Colleton County, S. C.

Plot I  
 Deer Creek Ranch  
 Property of J. L. McMillan.

Lines A-B-C-D and E-F were copied from plat of Lightsey Brothers. Lines F-G-H were surveyed Aug. 1956. All other lines, from "H" to "A" were surveyed Oct. 7 and Dec. 12, 1957. The run of Deer Creek was traced from aerial photograph.

Scale. 1 inch = 10 chains.  
 Dec. 12, 1957

*S. S. Shook*  
 Reg. Land Surveyor.

Sanders Tract	670 acres
Tract A	6.4
Tract B	11.4
Tract C	5.5
Total area	693.3 acres
Tract D	13.7
Total area	707.0 acres

added June 18, 1959. *S.S.S.*

Slide 10 X 18  
 9/11/1959

STATE OF SOUTH CAROLINA  
COUNTY OF COLLETON

) IN THE COURT OF COMMON PLEAS  
) CASE NO. 08-CP-15- 662  
)

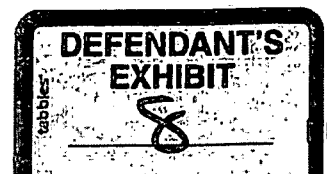
Norvia Miller, )  
Plaintiff, )  
Vs. )  
Mamie Simmons, Henry Lee Green, )  
Willie Green, Rosa M. Coney, Julia M. )  
Smith, Elizabeth Walden, Hazel M. Wilson, )  
Eartha Pinckney, Herman Miller, Jr., )  
Willamena Simmons, Alfred Miller, Paul )  
Miller, Silas Miller, Frances Singleton, )  
Betty Elliott, Elizabeth Myers, Louis )  
Jenkins, Eddie Jenkins, Louis Harley, Jr. )  
Tony Harley, Jerome Harley, Augustine )  
Harley, Mona Harley, JOHN DOE AND )  
JANE DOE, representing the unknown )  
Heirs of Amy Simmons, Titus Simmons, )  
Elizabeth Ryan, Nancy Heyward, Estelle )  
McBrown, George Simmons, Mamie )  
Green, Willie Miller, Anna Miller, )  
Ernesting Harley, Anna Ruth Jenkins, )  
Eugene Miller, Louis Harley, Sr., and )  
Margaret Simmons, and RICHARD ROE )  
AND MARY ROE, representing the )  
unknown minor and incompetent heirs of )  
Amy Simmons, Titus Simmons, )  
Elizabeth Ryan, Nancy Heyward, Estelle )  
McBrown, George Simmons, Mamie )  
Green, Willie Miller, Anna Miller, )  
Ernesting Harley, Anna Ruth Jenkins, )  
Eugene Miller, Louis Harley, Sr., and )  
Margaret Simmons )  
Defendants. )

COMPLAINT

PATRICIA C. GRANT  
COLLETON COUNTY  
COMMON PLEAS  
2008 JUL 15 PM 3:40

The Plaintiff would respectfully show unto this Honorable Court:

1. That the Plaintiff is a citizen and resident of Colleton County, South Carolina.
2. That the subject real estate is located in Colleton County, South Carolina, and being more fully described as follows:



All that certain piece, parcel or tract of land, together with buildings and improvements thereon, situate, lying and being near Jacksonboro, in Colleton County, South Carolina, containing 21.70 acres, more or less, and being a portion of the West Bank tract, near the Camp Settlement, and being bounded as follows: on the East by lands, now or formerly, of Washington; on the South by lands, now or formerly, of Charity Washington; on the West by lands, now or formerly, of Branham; and on the North by lands, now or formerly, of Drayton; and designated as TMS#275-00-00-004 in the Colleton County Assessor's Office.

This being the same property conveyed to Amy Simmons by deed of C. M. Grace and E. A. Sanders in Deed Book 29 at Page 118 in the Colleton County RMC Office.

3. That this property was originally owned by the late Amy Simmons who died intestate on or about 1920 in Colleton County, South Carolina, and there is no estate on file for her in Colleton County, South Carolina
4. That she was predeceased by her husband, Titus Simmons, who died intestate. She was survived by a son whose name is unknown, and three daughters, Elizabeth Ryan, Nancy Heyward, and Estelle McBrown.
5. That the son with the unknown name died on or about 1939 and was survived by two children, George Simmons and Mamie Green. That George Simmons died on or about 1975, survived by a daughter Mamie Simmons. George Simmons had a wife Margaret Simmons, but her date of death is unknown.
6. That Mamie Green, an illegitimate daughter of the unknown son, whose date of death is unknown, being survived by her children, Henry Lee Green, Willie

Green, Rosa M. Coney, Julia M. Smith, Elizabeth Walden, Hazel M. Wilson, and Eartha Pinckney.

7. That Elizabeth Ryan died intestate on or about 1951, her husband having predeceased her and having had no children.
8. That Nancy Heyward died intestate on or about 1955, her husband having predeceased her and having had no children.
9. That Estelle McBrown died intestate on or about 1966, her husband having predeceased her and being survived by four children: Herman Miller, Sr., Willie Miller, Eugene Miller, and Anna Ruth Jenkins.
10. That Herman Miller, Sr., died intestate on 27 December 1983, survived by his two children, Herman Miller, Jr., and Norvia Miller. He was divorced prior to his death from his wife Janie Miller and never re-married. His estate is filed in the Colleton County Probate Court in File No. 84-ES-15-0004.
11. That Willie Miller died intestate on or about January 1970, being survived by his wife, Anna Miller, and his children, Ernestine Harley, Willamena Simmons, Alfred Miller, Paul Miller, Silas Miller, Frances Singleton, Betty Elliott, and Elizabeth Myers.
12. That Anna Miller died intestate on or about November 2001, leaving her children as her sole heirs at law: Ernestine Harley, Willamena Simmons, Alfred Miller, Paul Miller, Silas Miller, Frances Singleton, Betty Elliott, and Elizabeth Myers.
13. That Ernestine Harley, died intestate sometime around January 2000, leaving as her sole heirs at law, her husband Louis Harley, Sr., and five children, Louis Harley, Jr., Tony Harley, Jerome Harley, Augustine Harley and Mona Harley.

14. That Louis Harley, Sr. died intestate around November 2000, leaving as his sole heirs at law, his five children, Louis Harley, Jr., Tony Harley, Jerome Harley, Augustine Harley and Mona Harley.
15. That Anna Ruth Jenkins died intestate or about 2005, being predeceased by her husband, who died or about 1980, and being survived by her two children, Louis Jenkins and Eddie Jenkins.
16. That Eugene Miller died intestate sometime after 1966, having never married or had any children.
17. That there has been no estate filed in Colleton County, South Carolina for the late Amy Simmons, Titus Simmons, Elizabeth Ryan, Nancy Heyward, Estelle McBrown, George Simmons, Mamie Green, Willie Miller, Anna Miller, Ernestine Harley, Louis Harley, Sr., Anna Ruth Jenkins, and Eugene Miller.
18. There are no outstanding debts or claims against the late Amy Simmons, Titus Simmons, Elizabeth Ryan, Nancy Heyward, Estelle McBrown, George Simmons, Mamie Green, Willie Miller, Anna Miller, Ernestine Harley, Louis Harley, Sr., Anna Ruth Jenkins, and Eugene Miller.


WHEREFORE, YOUR PLAINTIFF PRAYS UNTO THIS HONORABLE COURT:

1. For an Order confirming the sole heirs at law of Amy Simmons and Titus Simmons to be by a son whose name is unknown, and three daughters, Elizabeth Ryan, Nancy Heyward, and Estelle McBrown.
2. For and Order confirming that Elizabeth Ryan and Nancy Heyward died with no spouse or children and that their respective interest in the estate lands of Amy Simmons devise back to the other heirs at law of the late Amy Simmons.

3. For an Order confirming the sole heirs at law of Estelle McBrown to be Herman Miller, Sr., Willie Miller, Eugene Miller, and Anna Ruth Jenkins.
4. For an Order confirming the sole heirs at law of the unknown son of Amy and Titus Simmons to be George Simmons and Mamie Green.
5. For an Order confirming that George Simmons died on or about 1975, and that his sole heir, Mamie Simmons be confirmed as such.
6. For an Order confirming that Mamie Green, although an illegitimate daughter of the unknown son, whose date of death is unknown, was survived by her children, Henry Lee Green, Willie Green, Rosa M. Coney, Julia M. Smith, Elizabeth Walden, Hazel M. Wilson, and Eartha Pinckney, and that they be entitled to a share of the estate lands.
7. For an Order confirming Herman Miller, Jr. and Norvia Miller as the sole heirs at law of the late Herman Miller, Sr.
8. For an Order confirming as the sole heirs at law of Willie Miller, his wife Anna Miller, and his children, Ernestine Haley, Willamena Simmons, Alfred Miller, Paul Miller, Silas Miller, Frances Singleton, Betty Elliott, and Elizabeth Myers.
9. For an Order confirming that the sole heirs at law of the late Anna Miller are her children: Ernestine Haley, Willamena Simmons, Alfred Miller, Paul Miller, Silas Miller, Frances Singleton, Betty Elliott, and Elizabeth Myers.
10. For an Order confirming that the sole heirs at law of the late Ernestine Harley, were her husband Louis Harley, Sr., and five children, Louis Harley, Jr., Tony Harley, Jerome Harley, Augustine Harley and Mona Harley.

11. For an Order confirming that the sole heirs at law of the late Louis Harley, Sr. are his five children, Louis Harley, Jr., Tony Harley, Jerome Harley, Augustine Harley and Mona Harley.
12. For an Order confirming that the sole heirs at law of the late Anna Ruth Jenkins are her two children, Louis Jenkins and Eddie Jenkins.
13. For an Order confirming that the sole heirs at law of the late Eugene Miller are his nieces and nephews: Herman Miller, Jr. and Norvia Miller, Ernestine Harley, Willamena Simmons, Alfred Miller, Paul Miller, Silas Miller, Frances Singleton, Betty Elliott, and Elizabeth Myers, Louis Jenkins and Eddie Jenkins.
14. For an Order confirming good fee simple marketable title in the heirs of Amy Simmons for the subject property in Colleton County, South Carolina.
15. For an Order barring any claims, if any there be, of all unknown persons who might claim any right, title, or interest in or lien upon the real estate described in the filed Complaint, and for removal of such claims.
16. For such other and further relief as may be just and proper.

Walterboro, South Carolina  
15 July 2008

  
Deborah B. Kate  
Attorney for Plaintiff  
P. O. Box 315  
110-A S. Walter Street  
Walterboro, SC 29488  
(843)549-1060

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

PERMIT AGREEMENT

This Agreement made this 15 day of November, 2003, by and between Sylvester G. Drew, Jr., Post Office Box 6, Jacksonboro, SC 29452, and Bobby R. Creech, Jr., 685 Cain Drive, Mt. Pleasant, SC 29464, Van Noy Thornhill, 24 1/2 Legare Street, Charleston, SC 29401, Theodore W. Thornhill, 2850 Brownell Avenue, Sullivans Island, SC 29482, John G. Thornhill, 15 Prèscient Street, Mt. Pleasant, SC 29464, and Robert E. Mosely, 633 King Street, Mt. Pleasant, SC 29464.

WITNESSETH

That Sylvester G. Drew, Jr., for and in consideration of Five and no/100 (\$5.00) Dollars and other valuable consideration as outlined herein, does hereby grant to Bobby R. Creech, Jr., Van Noy Thornhill, Theodore W. Thornhill, John G. Thornhill, and Robert E. Mosely, permission to go upon certain property, as specifically outlined herein, for the sole purpose of ingress, egress and regress from the gate located at the eastern boundary of lands of Sylvester G. Drew, Jr. and Camp Lane near the intersection of Polite Road to that certain road designated as "Cabin Road" on the attached Exhibit "A", which is hereby incorporated and made a part hereof by reference. Exhibit "A" shows the existing road across property of Sylvester G. Drew, Jr. for which this permit is granted, which is designated more particularly on attached Exhibit "A".

1. Property: That property consisting of the existing roadway known as Camp Lane as outlined on attached Exhibit "A".
2. Limitation: This permit is limited to use of the roadway only for ingress, egress and regress to the property designated as the "Cabin Road" on attached Exhibit "A".
3. Term: The term of this permit shall be for three (3) years, commencing on January 1, 2003 and ending on December 31, 2005.
4. Conditions: It is agreed by and between the parties that:
  - a. The privilege granted is solely the privilege to use the existing roadway as shown on attached Exhibit "A" across property of Sylvester G. Drew, Jr.
  - b. This permit is not transferable or assignable to any third party.
  - c. Roadside areas shall be kept free of litter at all times.
  - d. Bobby R. Creech, Jr., Van Noy Thornhill, Theodore W. Thornhill, John G. Thornhill, and Robert E. Mosely shall, at all times, exercise extreme care during the tenure



hereunder to protect the property of Sylvester G. Drew, Jr., from fires arising from whatever cause and to make sure all gates and cables are locked at all times.

- e. Bobby R. Creech, Jr., Van Noy Thornhill, Theodore W. Thornhill, John G. Thornhill, and Robert E. Mosely shall be responsible for any road repair or damage to the road and adjoining property caused by their use of the same, and agree to maintain Sylvester G. Drew, Jr.'s roads in a safe condition, ordinary wear and tear is excepted.
  - f. It is understood that this permit shall be null and void in the event Bobby R. Creech, Jr., Van Noy Thornhill, Theodore W. Thornhill, John G. Thornhill, or Robert E. Mosely do not conform strictly to all provisions herein.
  - g. This Permit may be terminated at any time by either party herein upon thirty (30) days written notice.
5. Liability: Sylvester G. Drew, Jr., assumes no responsibility for the safety of persons exercising the privileges granted by this Permit. Sylvester G. Drew, Jr. shall not be liable for any injury or death to such persons or damage to property while on the designated property. It is further understood that Bobby R. Creech, Jr., Van Noy Thornhill, Theodore W. Thornhill, John G. Thornhill, and Robert E. Mosely shall indemnify and hold Sylvester G. Drew, Jr., harmless from and against any and all claims, losses, costs, including but not limited to attorneys fees, or damages whatsoever caused by or arising out of the use of the roadway across lands of Sylvester G. Drew.
6. Miscellaneous:
- a. This instrument constitutes the entire agreement between the parties and any agreement not contained herein shall be without effect unless in writing signed by all parties hereto.
  - b. Should Bobby R. Creech, Jr., Van Noy Thornhill, Theodore W. Thornhill, John G. Thornhill, and Robert E. Mosely or any of their agents, servants, employees, or invitees fail to comply strictly, solely in the opinion of Sylvester G. Drew, Jr., with the terms of this Permit Agreement, Sylvester G. Drew, Jr. reserves the right to cancel the Permit Agreement forthwith, without any liability on Sylvester G. Drew, Jr.'s part whatsoever as outlined herein.

IN WITNESS WHEREOF, the parties intending to be bound hereby have signed their hands, affixed their seals and caused this instrument to be executed and delivered this day and year first above written.

Wm. G. Drew  
Sylvester G. Drew, Jr.

Sylvester G. Drew  
Sylvester G. Drew, Jr.

Holly Warkley

Christine

of [unclear]

Bobby R. Creech, Jr.  
Bobby R. Creech, Jr.

Van Noy Thornhill

Van Noy Thornhill  
Van Noy Thornhill

Theodore W. Thornhill

Theodore W. Thornhill

Theodore W. Thornhill  
Theodore W. Thornhill

John G. Thornhill

Robert E. Mosely

John G. Thornhill  
John G. Thornhill

Robert E. Mosely

Robert E. Mosely

Robert E. Mosely  
Robert E. Mosely

Robert E. Mosely

Property of  
S. G. Drew

Baseball  
Field

8647

3  
11 AC  
Drew

2  
7 AC

1  
4.0 AC

11  
4.0 AC

12  
4.0 AC

4  
21.7 AC (C)

5  
342 AC (L)

Cabin Road

Cabin

EXHIBIT "A"

SILVESTER C

PERMIT

Property of  
S. G. Drew

Baseball  
Field

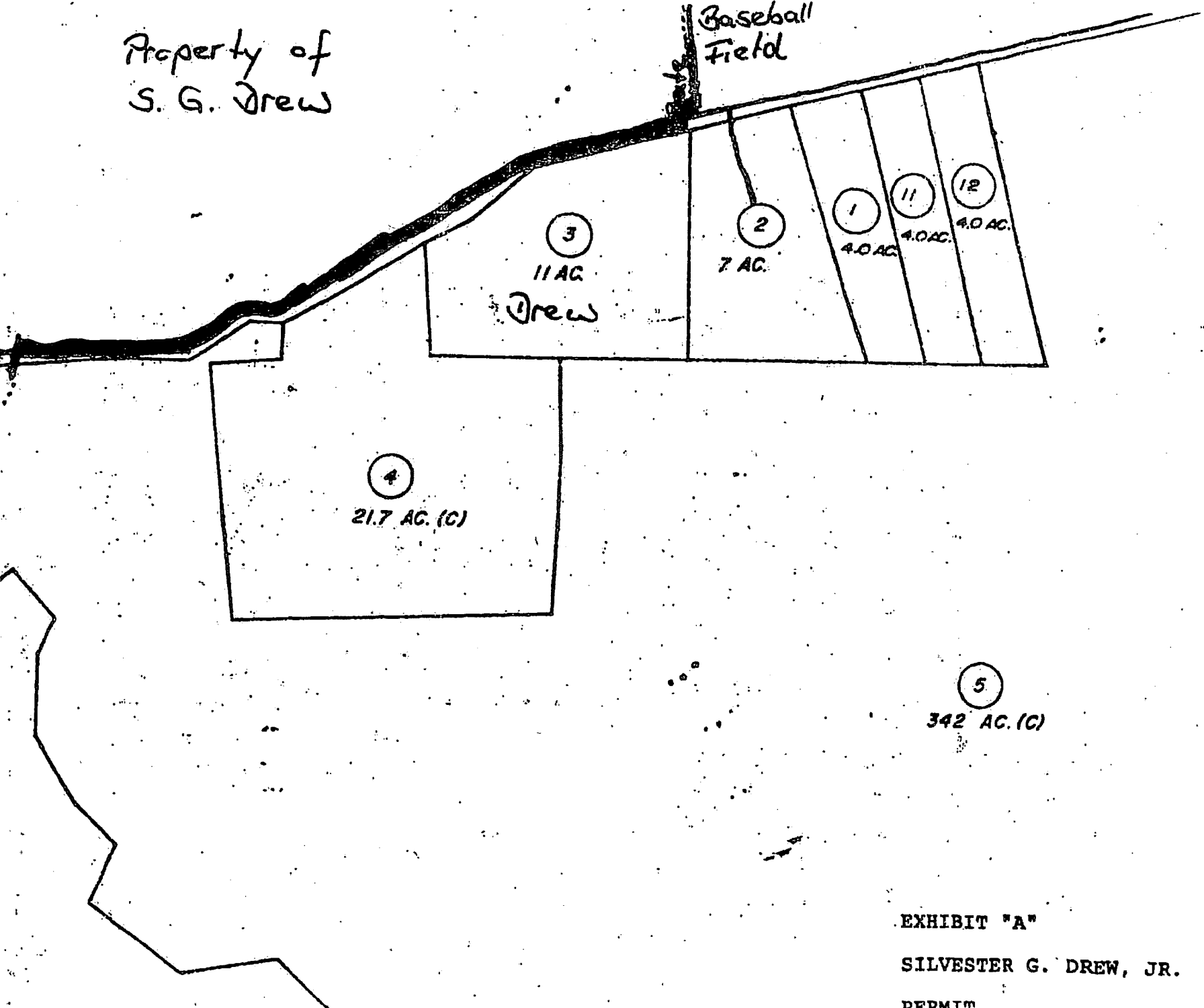


EXHIBIT "A"

SILVESTER G. DREW, JR.

PERMIT

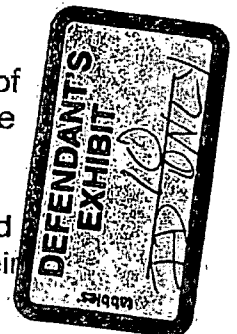
## Road Permit Agreement

This agreement made this 17 day of September, 2008 by and between S.G. (Scooter) Drew, Jr., P.O. Box 6, Jacksonboro, SC 29452, and

John G. Thornhill, 22 Hope Town Road, Mt. Pleasant, SC 29464,  
Christopher G. Thornhill, 1116 Dickson Ave., Hanahan, SC 29410,  
Theodore Wilbur Thornhill, 2850 Brownell Avenue, Sullivan's Island, SC 29482,  
Wil Thornhill, 2850 Brownell Ave., Sullivan's Island, SC 29482,  
Robert E. Moseley, 1481 Center St., Ext. #205, Mt. Pleasant, SC 29464, and

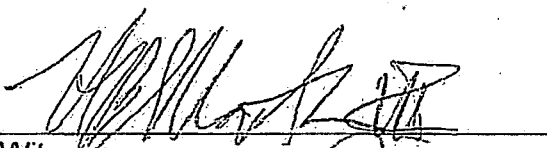
Witnesseth that S.G. Drew, Jr., for and in consideration of Five and no/100 (\$5.00) Dollars and other valuable consideration as outlined herein, does hereby grant to John G. Thornhill, Christopher Thornhill, Theodore Thornhill, Wil Thornhill, and Robert E. Moseley permission to go upon certain property, as specifically outlined herein, for the sole purpose of ingress, egress, and regress from the gate located at the eastern boundary of lands of S.G. Drew, Jr., and Camp Avenue, near the intersection of Polite Road to that certain road designated as "Cabin Road" on the attached Exhibit "A", which is hereby incorporated and made a part hereof by reference. Exhibit "A" shows the existing road across property of S.G. Drew, Jr., for which this permit is granted, which is designated more particularly on attached Exhibit "A".

1. Property: That property consisting of the existing roadway known as Camp Avenue as outlined on attached Exhibit "A".
2. Limitation: This permit is limited to use of the roadway only for ingress, egress, and regress to the property designated as the "Cabin Road on attached Exhibit "A".
3. Term: The term of this permit shall be for three (3) years, commencing on January 1, 2008, and ending on December 31, 2011.
4. Conditions: It is agreed by and between the parties that:
  - a. The privilege granted is solely the privilege to use the existing roadway as shown on attached Exhibit "A" across property of S.G. Drew, Jr.
  - b. This permit is not transferable or assignable to any third party.
  - c. Roadside areas shall be kept free of litter at all times.
  - d. John G. Thornhill, Christopher Thornhill, Theodore Thornhill, Wil Thornhill, and Robert E. Moseley shall at all times, exercise extreme care during the tenure hereunder to protect the property of S.G. Drew, Jr., from fires arising from whatever cause and to make sure to put gates and cables back as found.
  - e. John G. Thornhill, Christopher Thornhill, Theodore Thornhill, Wil Thornhill, and Robert E. Moseley shall be responsible for any road repair of damage to the road and adjoining property caused by their use of the same, and agree to maintain S.G. Drew, Jr.'s roads in a safe condition, ordinary wear and tear is excepted.




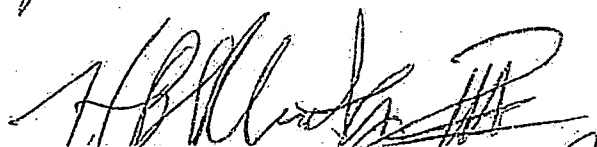
- f. It is understood that this permit shall be null and void in the event that John G. Thornhill, Christopher Thornhill, Theodore Thornhill, Wil Thornhill, and Robert E. Moseley do not conform strictly to all provisions herein.
  - g. This permit may be terminated at any time by either party herein upon written notice.
5. Liability: S.G.Drew, Jr., assumes no responsibility for the safety of persons exercising the privileges granted by this permit. S.G. Drew, Jr., shall not be liable for any injury or death to such persons or damage to property while on the designated property. It is further understood that John G. Thornhill, Christopher Thornhill, Theodore Thornhill, Wil Thornhill, and Robert E. Moseley shall indemnify and hold S.G. Drew, Jr., harmless from and against any claim, loss, cost, or damage whatsoever caused by or arising out of use of the roadway across lands of S.G. Drew, Jr.,
6. Miscellaneous:
- a. This instrument constitutes the entire agreement between the parties and any agreement not contained herein shall be without effect unless in writing signed by all parties hereto.
  - b. Should John G. Thornhill, Christopher Thornhill, Theodore Thornhill, Wil Thornhill, and Robert E. Moseley, or any of his/their agents, employees, invitees, fail to comply in S.G. Drew, Jr.'s opinion strictly with the terms of this Permit agreement, S.G. Drew, Jr., reserves the right to cancel the permit agreement forthwith, without any liability on S.G.Drew, Jr.'s. part whatsoever as outlined herein.

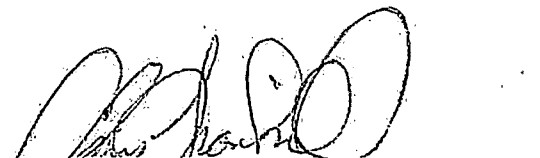
IN WITNESS WHEREOF, the parties intending to be bound hereby have signed their hands, affixed their seals and caused this instrument to be effective this day and year first above written.

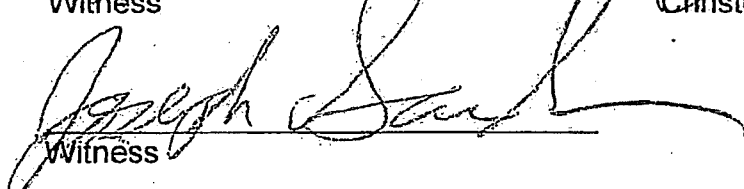
  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 John G. Thornhill

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Christopher G. Thornhill

  
 \_\_\_\_\_  
 Witness

W. M. H. R.  
Witness

Theo W Thornhill  
Theodore Wilbur Thornhill

Joseph Searles  
Witness

W. M. H. R.  
Witness

Robert E. Mosely  
Robert E. Mosely

Joseph Searles  
Witness

Charles Searles  
Witness

S. G. Drew, Jr.  
S. G. Drew, Jr.

James W. Blasfins  
Witness

Charles Searles  
Witness

Wil Thornhill  
Wil Thornhill

James W. Blasfins  
Witness

Property of  
S. G. Drew

Baseball  
Field

P652

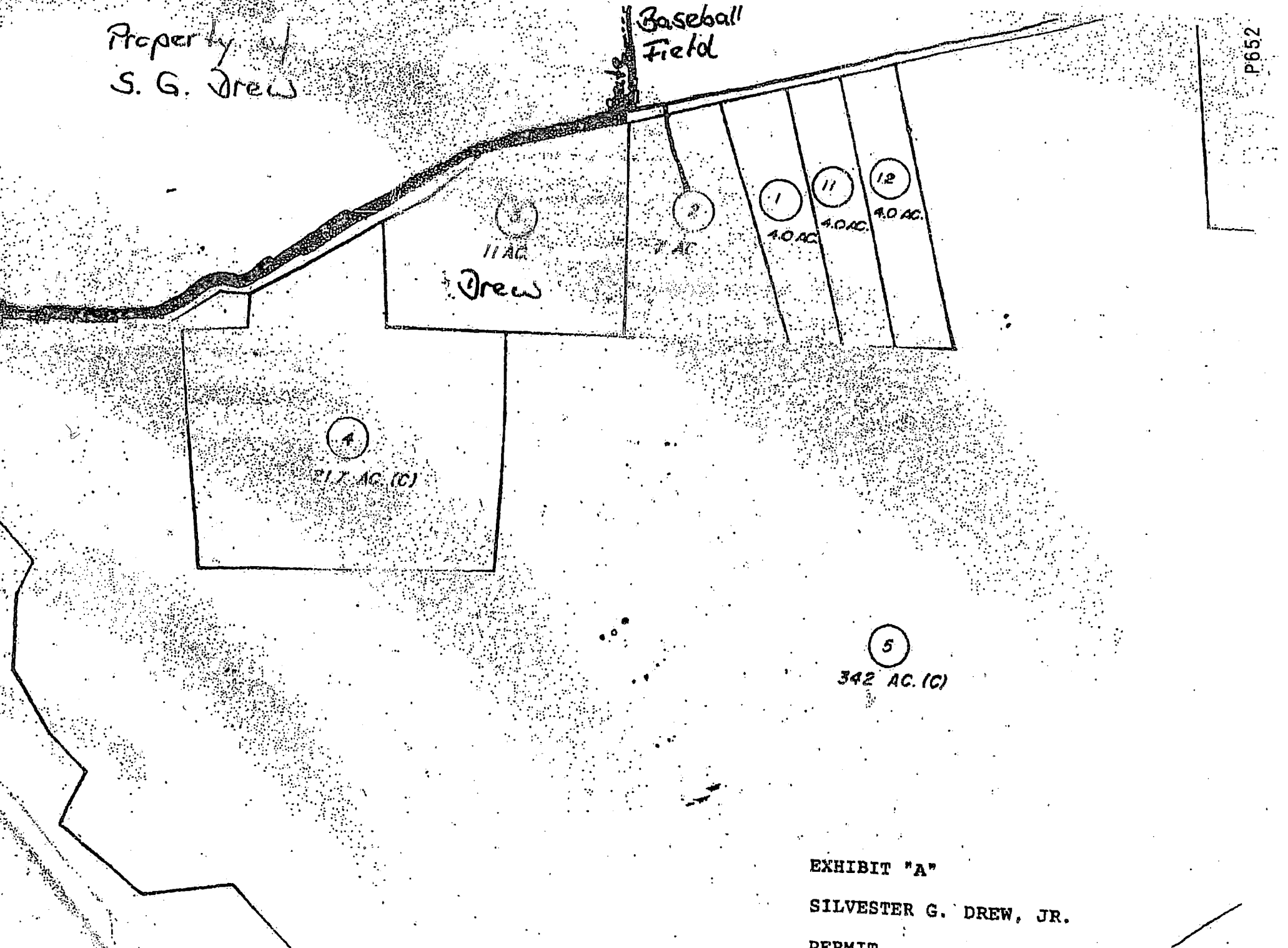


EXHIBIT "A"

SILVESTER G. DREW, JR.

PERMIT

Property of  
S. G. Drew

Baseball  
Field

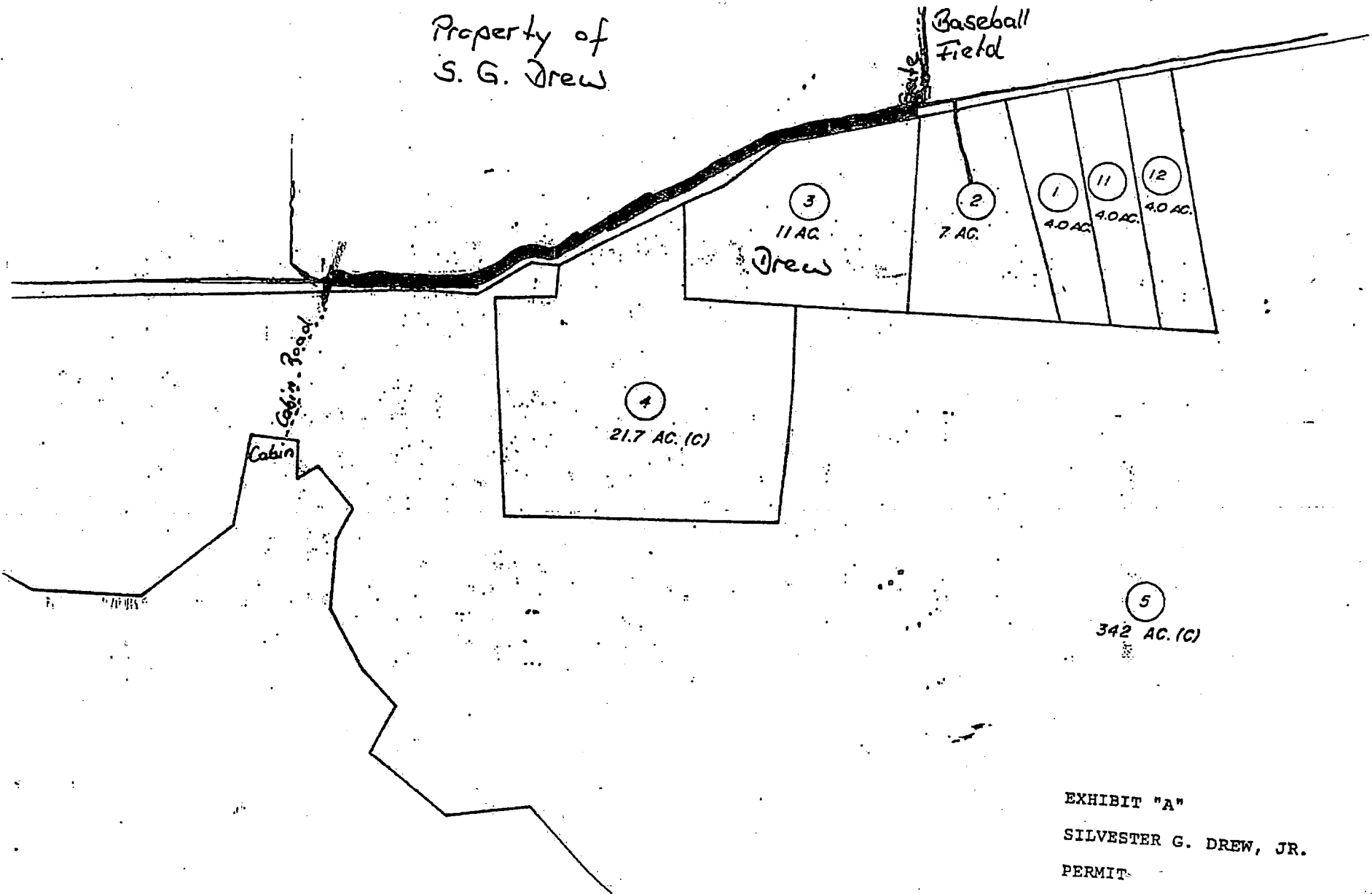


EXHIBIT "A"  
SILVESTER G. DREW, JR.  
PERMIT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

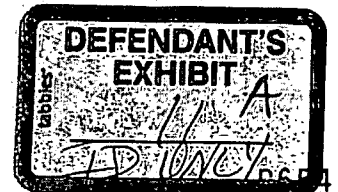
PERMIT AGREEMENT

This agreement made this 1st day of Jan., 2014, by and between Sylvester G. Drew, Jr. (Permitor), Post Office Box 6, Jacksonboro, SC 29452, and Permittees Tupelo Bay Plantation members listed on pages 2 and 3 hereof.

WITNESSETH

That Sylvester G. Drew, Jr., for and in consideration of Five and no/100 (\$5.00) Dollars and other valuable consideration as outlined herein, does hereby grant to Permittees revocable permission to go upon certain property described below as (Exhibit "A" shows the existing road across property of Sylvester G. Drew, Jr. for which this permit is granted, which is designated more particularly on attached Exhibit "A"):

1. Property: That property consists of the existing roadway beginning at the Intersection of "Redeisel Road" and Camp Road and along Camp Road until the intersection of Camp Road and Tupelo Road (Exhibit A, attached and made a part hereof.)
2. Limitation: This permit is limited to use of the roadway only for ingress, egress, and regress to the property designated as Tupelo Road on attached Exhibit A.
3. Term: The term of this permit shall be for one (1) year, commencing on January, 1, 2014, and ending on December 31, 2015, and can be renewed year to year.
4. Conditions: It is agreed by and between parties that:
  - a. This permit is not transferable or assignable to any third party and is revocable at any time by the Permitor.
  - b. Roadside areas shall be kept free of litter at all times.
  - c. Tupelo Bay Plantation members shall, at all times, exercise extreme care during the tenure hereunder to protect the property of Sylvester G. Drew, Jr., from fires arising from whatever cause, to make sure all gates and cables are locked at all times after ingress or egress, and that muddy roads are not to be made worse by travel. Permitor reserves the right to request Permittees to make repairs to the road to the satisfaction of Permitor or for Permitor to repair the road and bill Permittees.
  - d. This Permit may be terminated at any time for any reason by Permittees or Permitor.

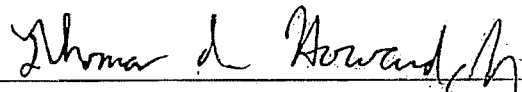



5. Liability: Sylvester G. Drew, Jr., assumes no responsibility for the safety of persons exercising the privileges granted by this Permit. Sylvester G. Drew, Jr., shall not be liable for any injury or death to such persons or damage to property while on the designated property. It is further understood that Tupelo Bay Plantation members shall defend and/or indemnify and hold Sylvester G. Drew, Jr., harmless from and against any and all claims, losses, costs, including but not limited to attorney's fees, court costs, or any damages whatsoever caused by or arising out of the use or the roadway across lands of Sylvester G. Drew, Jr.

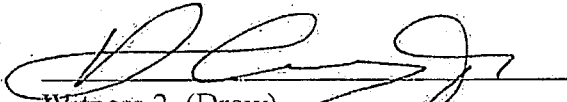
6. Miscellaneous:

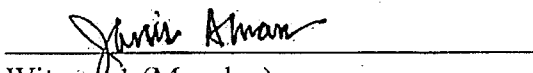
- a. This instrument constitutes the entire agreement between the parties and any agreement not contained herein shall be without effect unless in writing signed by all parties hereto.
- b. Should Tupelo Bay Plantation members or any of their agents, servants, employees, or invitees fail to comply strictly, solely, in the opinion of Sylvester G. Drew, Jr., with the terms of this Permit Agreement, Sylvester G. Drew, Jr. reserves the right to cancel the Permit Agreement forthwith, without any liability on Sylvester G. Drew, Jr.'s part whatsoever as outlined herein.

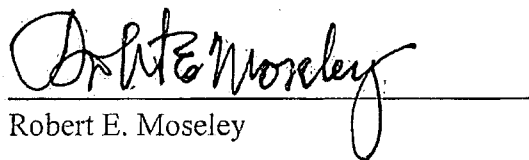
IN WITNESS WHEREOF, the parties intending to be bound hereby have signed their hands, affixed their seals, and caused this instrument to be executed and delivered this day and year first written above.

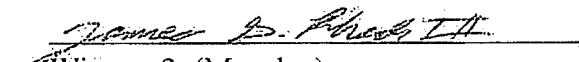
  
Witness 1 (Drew)

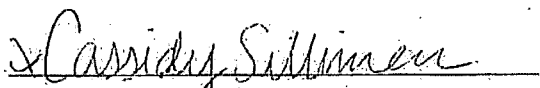
  
Sylvester G. Drew, Jr.

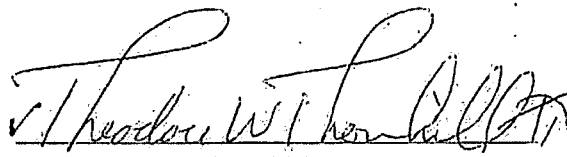
  
Witness 2 (Drew)

  
Witness 1 (Moseley)

  
Robert E. Moseley

  
Witness 2 (Moseley)

  
Witness 1 (T. Thornhill)

  
Theodore W. Thornhill

  
Witness 2 (T. Thornhill)



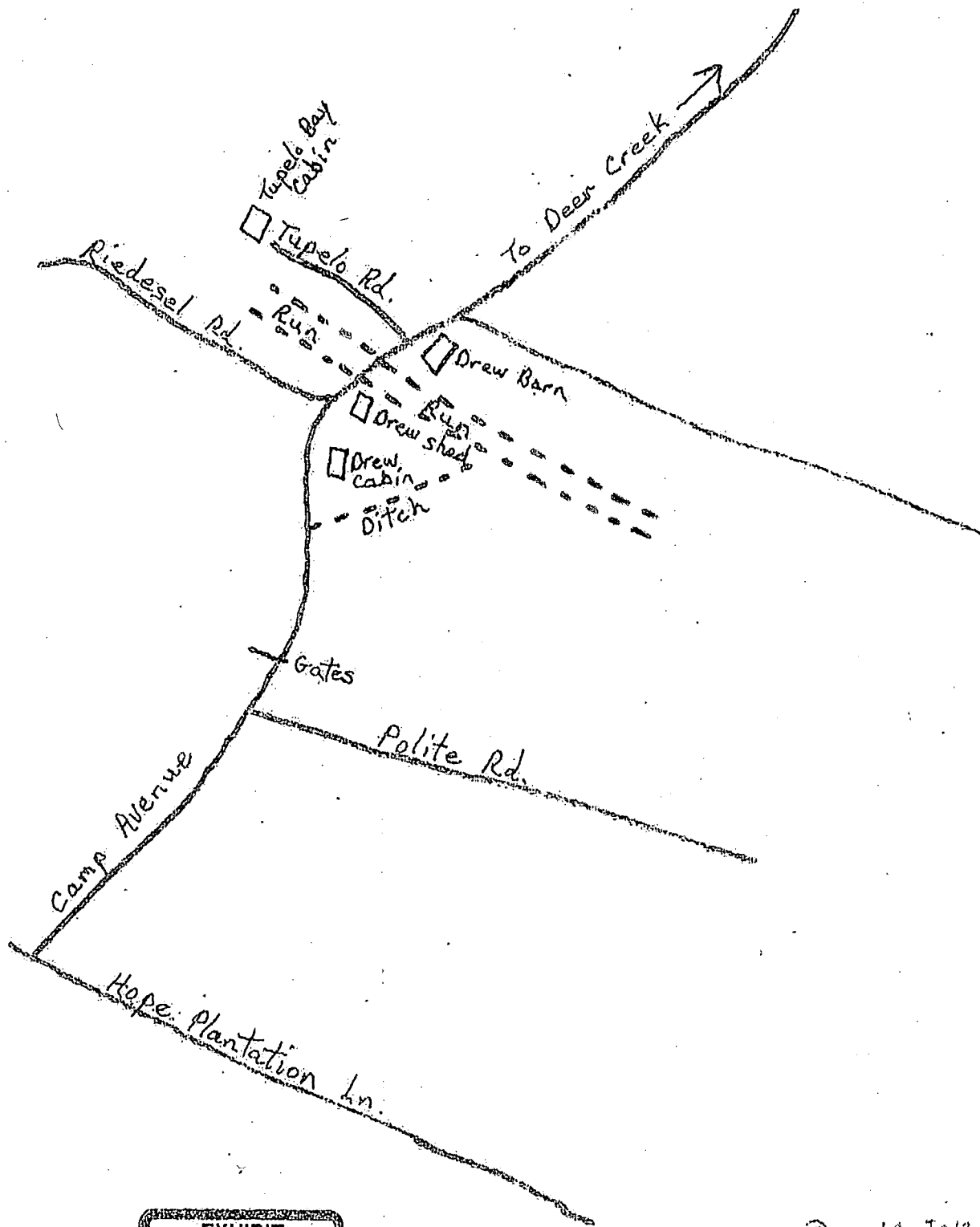
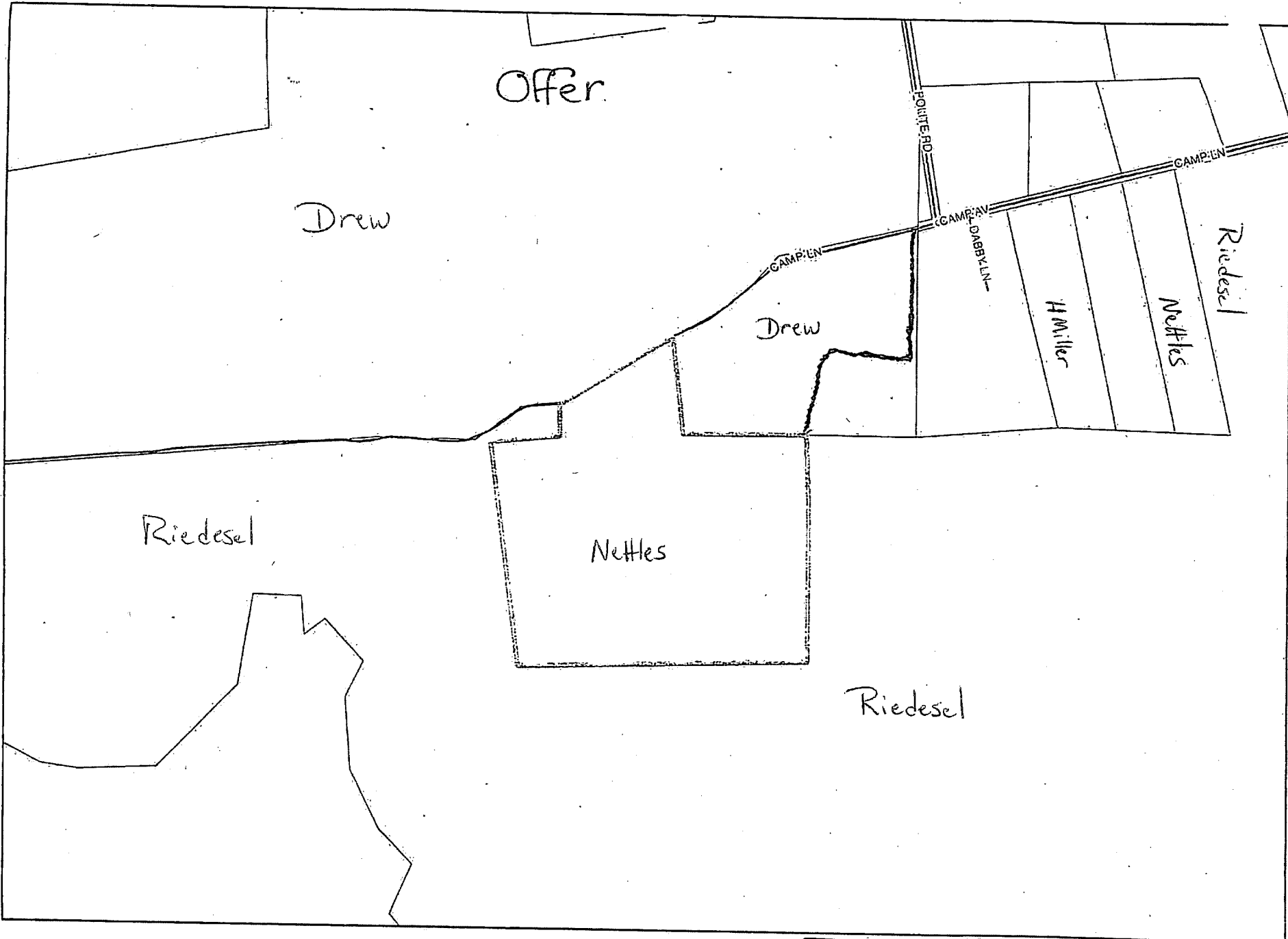
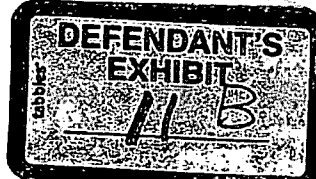


EXHIBIT  
A

Dec. 10, 2012  
\*not to scale



275-00-00-004.000  
2009 Tax Map



1 inch = 500 feet





AGREEMENT TO BUY AND SELL REAL ESTATE (FOR GENERAL USE AND LOTS/ACREAGE)

1. PARTIES: This legally binding Agreement entered into on April 22, 2009 between Buyer(s) Ted A Nettles, Jr., Janell B Nettles and Seller(s) Amy Simmons Estate (hereinafter called "BUYER"), and Seller(s) Amy Simmons Estate (hereinafter called "SELLER"). The property shall be deeded in the name(s) of

THE [ ] BUYER [ ] SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein; Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Subdivision \_\_\_\_\_ Address 0 Camp Ave Tax Map # 275-00-00-004 City Jacksonboro Zip 29452 County of Colleton, State of South Carolina.

3. PURCHASE PRICE shall be \$ One Hundred Eighteen Thousand \_\_\_\_\_ dollars.

4. METHOD OF PAYMENT: Purchase price shall be paid as follows: [ ] Cash; or [X] Subject to Financing. Financing to be obtained by [X] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Other terms:

5. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ 1,000.00 Buyer and Seller authorize Carolina One Real Estate as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by [ ] Cash, [X] Check, or [ ] Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

6. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum 90.000 % loan (loan-to-value ratio) within 5 consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within 20 consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 22.

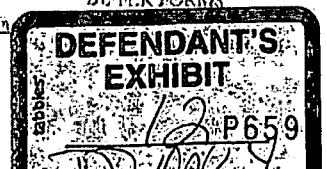
FHA Mortgage Insurance [ ] will [X] will not be added to the mortgage. VA funding fee [ ] will [X] will not be added to the mortgage.

BUYER BUYER [X] SELLER [ ] SELLER HAVE READ THIS PAGE

Carolina One Real Estate 573 Orleans Road, Charleston, SC 29407 Phone: (843) 763-5765 Fax: (843) 202-3605 Charlotte Dova

Form 330 PAGE 1 OF 8

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7. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

- (a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.
- (b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: \_\_\_\_\_

8. **OPTION TO TERMINATE AFTER DUE DILIGENCE:** (A) Seller grants to Buyer a 15 day right ("Termination Right") from the date of this agreement during which Buyer may do any or all of the following:

- 1. Conduct at Buyer's sole expense whatever due diligence, inspections, examinations, surveys and testing, if any, Buyer deems appropriate to evaluate the suitability of Property for Buyer's intended use, including, but not limited to, zoning, governmental regulations, environmental concerns, availability of utilities and whether the soil on Property will support a septic system of a size and type of desired Buyer (hereinafter collectively referred to as "Buyer's Due Diligence");

(B) Seller acknowledges and agrees that Buyer and/or his agents and employees may have free access during normal business hours to visit Property for the purpose of conducting Buyer's Due Diligence. Buyer hereby agrees to indemnify and hold Seller, Broker and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost or expense associated with Buyer's inspection of and entry upon Property.

(C) If Buyer decides to exercise Buyer's right to terminate this Agreement, Buyer must give notice of the same to Seller prior to the expiration of the Termination Right. If Buyer fails to give such notice timely, the Termination Right shall automatically expire and shall no longer be part of this agreement, and Buyer shall be deemed to have accepted Property "as-is". The expiration of the Termination Right shall not, however, remove or terminate and other contingencies to which the Agreement may be subject, or limit any other rights which Buyer may have under this Agreement.

9. **BUILDING PERMIT:** This Agreement  is  is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to build on Property. If Buyer notifies Seller in writing within 15 days after the complete execution of this agreement that Buyer is unable to acquire all required licenses and permits for the appropriate governmental authority to build on Property, then in such event this Agreement shall terminate. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

10. **REZONING:** This Agreement  is  is not contingent upon Property being rezoned to \_\_\_\_\_ on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the appropriate governmental authorities. For purpose herein, the term rezoned shall mean that the above referenced zoning has been fully approved by the appropriate governmental authority and any period to appeal such rezoning has expired without an appeal being filed. The  Buyer  Seller shall be responsible for pursuing such rezoning, and paying all associated costs. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application. If Buyer notifies Seller or Broker in writing within forty-eight hours after the above date the Property cannot be so rezoned, then in such event this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

11. **WELL, SEPTIC TANK, SEWER AVAILABILITY:** It shall be the responsibility of the Buyer to obtain approval from the South Carolina Department of Health and Environmental Control or other proper South Carolina authority prior to closing in the event a well and/or septic tank is needed to be placed on the property.

In the event that the Buyer applies for well or septic tank approval and DHEC or other proper authority denies approval or issues a preliminary opinion showing that the property is not suitable for the installation of a well and/or a conventional septic system suitable for the Buyer's intended home or other structure, then in such event, the Buyer may elect to rescind this Agreement and receive a refund of the earnest money deposit. If the property is capable of being connected to a water and/or sewerage line maintained by a private or public utility for a normal tap fee and at a cost to complete tap not to exceed \$ \_\_\_\_\_, then in such event, the Buyer shall contract such authority to obtain confirmation that the subject property is properly tapped for water and sewer system or may be tapped into the water and sewerage system.

Seller represents that the property is connected to  public sewer system or to  septic tank or to  public water or to  well system or to  other \_\_\_\_\_

 BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE

12. **SURVEY:** Upon the acceptance of this offer, the property shall be surveyed by a licensed surveyor at the expense of the  BUYER  SELLER. The surveyor shall set and flag all property pins, showing encroachments and easements. Property must be \_\_\_\_\_ x \_\_\_\_\_ or having at least \_\_\_\_\_ acres. The survey to be approved in writing by Buyer prior to closing. The purchase price is based upon \$ \_\_\_\_\_ per \_\_\_\_\_ (acre, sq. ft., or front ft.) and shall be adjusted in accordance with the area set forth in such a survey, if applicable.

13. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before May 22, 2009, no later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

14. **POSSESSION:** Possession of said property will be given to Buyer on the day of closing. Seller agrees to deliver property free of debris and in a clean condition. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

15. **CONDITION OF PROPERTY:** The Seller shall not remove any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Agreement. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to the Buyer. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, or other improper materials upon the property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc., prior to the closing, then the Buyer may elect to rescind the agreement.

16. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 5 o'clock p M on April 24, 2009 unless countered or accepted by Seller in written form prior to such time. Time is of the essence.

17. **SPECIAL STIPULATIONS:** The following stipulations concerning restrictions, and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, soil test, wetlands study, subordination, lot releases, etc., should be included here. If conflicting with printed matter, the following stipulations shall control: (See addendum if applicable) see attached addendum

18. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER IS TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The  Buyer or the  Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

19. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

20. **ROLLBACK TAXES (IF ANY):** When rollback taxes are subsequently determined and billed to the Buyer, the Seller and Buyer agree that the rollback taxes shall be paid by  Buyer or  Seller.

21. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

22. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 23), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE

23. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

24. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

25. **APPRAISED VALUE:** (check one)

This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

26. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS:** All reports and certifications called for by the lending agencies and any governmental body, by the Buyer concerning any special study area, wetlands or for any environmental protection matter shall be at the expense of the buyer. In the event such studies are wanted or required, the studies must be furnished by the proper parties within 15 days of complete execution of the agreement. The Buyer and Seller must have access to all studies within five (5) days of receipt of the studies. If Buyer fails to meet these deadlines, Buyer is deemed to have waived any and all rights under this paragraph. If the Buyer is not satisfied with the results, the Seller shall have the option of correcting the problem. If the Seller elects not to correct the problem, the Buyer's obligations under this Agreement terminate.

27. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at  Buyer's  Seller's expense.

28. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

29. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud.

Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

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The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of an interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

30. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

31. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

32. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

33. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

34. **MEGAN'S LAW:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

35. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

36. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) see attached addendum

**THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF**

[Signature] BUYER [Signature] BUYER [Signature] SELLER [Signature] SELLER HAVE READ THIS PAGE

Form 330 PAGE 5 OF 6

**THIS AGREEMENT, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Ted A. Nettles, Jr. Date 4-22-09 Time 8:00am  
Ted A Nettles, Jr.

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

BUYER: Jarrell B Nettles Date 4-22-09 Time 8:00pm  
Jarrell B Nettles

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: [Signature] Executor Date 4-24-09 Time 1:50 p.m

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

LISTING AGENT AND COMPANY Gray Bailey Carolina One Real Estate

SELLING AGENT AND COMPANY Charlotte Bova Carolina One Real Estate

SELLING AGENT IS PRESENTING THIS OFFER AS A  BUYER'S AGENT OR  SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT Carolina One Real Estate

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Form 330 PAGE 6 OF 6

DATE 4 MAY 2009

Addendum to the contract dated 22 April 2009 for the property located at 0 Camp Avenue, Jacksonboro, SC 29452, between Janell B. Nettles & Ted A. Nettles (Buyers) and Amy Simmons Estate (Sellers).

This Addendum amends and supplements the Contract. In the event that there is any conflict between this Addendum and the Contract, the terms of this Addendum take precedence and shall prevail.

Paragraph 9 of the Contract to Buy and Sell Real Estate is hereby amended to read as follows: This Agreement is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to build on Property.

All other terms to remain the same.

Ted A. Nettles  
BUYER - TED NETTLES

5-4-09  
DATE

Janell B. Nettles  
BUYER - JANELL NETTLES

5-4-09  
DATE

Veronica Miller  
SELLER - EXECUTOR FOR THE ESTATE OF AMY SIMMONS

5/20/09  
DATE

ADDENDUM



In reference to  AGREEMENT TO BUY AND SELL REAL ESTATE,  RESIDENTIAL RENTAL AGREEMENT,  COUNTER OFFER,  OTHER \_\_\_\_\_ covering the  real property,  business,  premises -- commonly known as:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Subdivision \_\_\_\_\_

Address 0 Camp Ave

Tax Map # 275-00-00-004 City Jacksonboro Zip 29452

County of Colleton, State of South Carolina.

The undersigned Parties hereby agree as follows:

This sale is contingent on the seller providing clear title. Further this sale is contingent upon a satisfactory perit test which allows a home to be erected on the land. Further, this sale is contingent upon the seller obtaining a signed and recorded statement from Sylvester G Drew (owner of the lot TMS number 275-00-00-003) stating that the buyers will have unrestrained access to their lot through Camp Ave and any gate(s) erected now or in the future.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Ted A Nettles, Jr Date 4-22-09 Time 8:00 pm

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

BUYER: Janel B Nettles Date 4-22-09 Time 8:00 pm

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: Yvonne Miller, Executor Date 4-24-09 Time 1:50 p.m.

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

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Form 390 PAGE 1 OF 1

Carolina One Real Estate 573 Orleans Road, Charleston, SC 29407  
Phone: (843) 761-5765 Fax: (843) 202-5628 Charlotte Bova

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BUYER FORMS

AMERICAN LAND TITLE ASSOCIATION  
HOMEOWNER'S POLICY OF TITLE INSURANCE  
FOR A ONE-TO-FOUR FAMILY RESIDENCE  
(10-17-98)

Policy No. SC2331-46-003746-2010.7212340-79625061

CHICAGO TITLE INSURANCE COMPANY

OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy, resulting from the Covered Risks set forth below, if the Land is an improved residential lot on which there is located a one-to-four family residence and each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount shown in Schedule A
- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- Exclusions on page 2.
- Conditions on page 2, 3 & 4.

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title arising out of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title arising out of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
  - a. Mortgage;
  - b. Judgment, state or federal tax lien, or special assessment;
  - c. Charge by a homeowner's or condominium association; or
  - d. Lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else claims to have rights affecting Your Title.
10. Someone else claims to have rights affecting Your Title arising out of fraud, duress, incompetency or incapacity.
11. You do not have both actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation

- that relates to any violation that relates to any obligation to perform maintenance or repair on the Land, or relates to environmental protection of any kind or nature, including hazardous or toxic conditions or substances, unless notice of the violation is recorded in the Public Records.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
  14. Because of an existing violation of a subdivision law or regulation affecting the Land:
    - a. You are unable to obtain a building permit;
    - b. You are forced to correct or remove the violation; or
    - c. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
  15. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary wall or fences - because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
  16. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required

**NOTICE IS HEREBY GIVEN THAT THIS POLICY IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF CHAPTER 48 OF TITLE 15 (SEC. 15-48-10 ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.**

SC2331 003746  
Thomas H. Brush, P.A.  
d/b/a Ashley Title Agency  
12-A Carriage Lane  
Charleston, SC 29407  
Tel: (843) 766-5576  
Fax: (843) 766-9152

Authorized Signatory

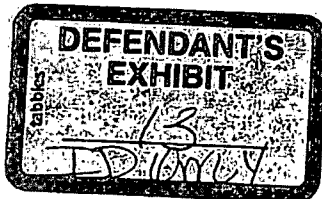
Date	4-23-12
Exhibit	2
Witness	Brush

CHICAGO TITLE INSURANCE COMPANY



ATTEST  
John E. [Signature]

Revised Form No. 2283 (1-04)



PAGE 1

ALTA Homeowner's Policy of Title Insurance (10/22/03)  
For Use in South Carolina

P-Nettles00222

P667

**HOMEOWNER'S FORM  
CHICAGO TITLE INSURANCE COMPANY  
3700 Forest Drive, Suite 201, Columbia, SC 29204  
SCHEDULE A**

Policy No.: 7212340-79625061

Policy Amount: \$75,000.00  
 Policy Date: December 4, 2009 at 02:55:00 PM  
 Deductible Amounts and Maximum Dollar Limits of Liability  
 For Covered Risks 14, 15, 16, and 18:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>	
Covered Risk 14:		1% of Policy Amount	\$10,000
	or		
	\$2,500 (whichever is less)		
Covered Risk 15:		1% of Policy Amount	\$25,000
	or		
	\$5,000 (whichever is less)		
Covered Risk 16:		1% of Policy Amount	\$25,000
	or		
	\$5,000 (whichever is less)		
Covered Risk 18:		1% of Policy Amount	\$5,000
	or		
	\$2,500 (whichever is less)		

Street Address of the Land: Camp Avenue, Jacksonboro, South Carolina 29452

1. Name of Insured:

Janell B. Nettles Ted A. Nettles, Jr.

1. The interest in the Land covered by this policy is fee simple, and is subject to:

Mortgage from Janell B. Nettles Ted A. Nettles, Jr. to , dated , in the original principal amount of \$0.00, recorded on , at in Mortgage Book at Page , Colleton County records,

1. The Land referred to in this Policy is described as:

All that certain piece parcel tract of land together with buildings and improvements thereon situate lying and being near Jacksonboro being in Colleton County, South Carolina containing 21.70 acres more or less and being a portion of the West bank tract near the camp settlement and being bounded as follows: on the East now or formerly of Washington; South by land now or formerly of Charity Washington; on the West by lands now or formerly of Branham and on the North by land now or formerly of Drayton and designated as TMS number 275-00-00-004 in the Colleton County Accessors Office.

Property Address: Camp Avenue, Jacksonboro, South Carolina 29452

## SCHEDULE B

### Exceptions

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

**Special Exceptions:** The mortgage, if any, referred to in Item 2 of Schedule A.

1. Taxes and assessments for the year and all subsequent years, which are a lien, but are not yet due and payable.
2. Encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Right of Access to and from the lands insured hereby, are neither insured nor guaranteed, notwithstanding any insuring provision contained elsewhere in the commitment/policy.

to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

17. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
18. You are forced to remove Your existing structures because they encroach onto Your neighbor's Land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
20. You are forced to remove Your existing structures because they encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
21. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
22. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use

the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are expected or reserved from the description of the Land or excepted in Schedule B.

23. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or natural origin.
24. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
25. Your neighbor builds any structures after the Policy Date - other than boundary walls or fences - which encroach onto the Land.
26. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
27. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
28. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
29. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

#### OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not expected or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is expected or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under paragraph 4 of the Conditions.

This Policy is not complete without Schedules A and B.

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or governmental regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the Land
  - e. land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:
  - a. A notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. The taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.
4. Risks:
  - a. That are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. That are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. That result in no loss to You; or
  - d. That first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24, or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. To any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. In streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

#### CONDITIONS

1. **DEFINITIONS:**
  - a. **Easement** - the right of someone else to use the Land for a special purpose.
  - b. **Known** - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
  - c. **Land** - the Land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
  - d. **Mortgage** - a mortgage, deed of trust, trust deed or other security instrument.
  - e. **Natural Person** - a human being, not a commercial or legal

organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.

- f. **Policy Date** - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- g. **Public Records** - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- h. **Title** - the ownership of Your interest in the Land, as shown in Schedule A.

- i. Trust - a living trust established by a human being for estate planning.
- j. We/Our/Us - Chicago Title Insurance Company.
- k. You/Your - the insured named in Schedule A and also those identified in paragraph 2.b. of these Conditions.
- 2. CONTINUATION OF COVERAGE:**
- a. This Policy insures You forever, even after You no longer have Your Title. You can not assign this Policy to anyone else.
- b. This Policy also insures:
- (1) Anyone who inherits Your Title because of Your death;
  - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
  - (3) The trustee or successor trustee of a Trust to whom You transfer Your Title after the Policy Date; or
  - (4) The beneficiaries of Your Trust upon Your death.
- c. We may assert against the insureds identified in paragraph 2.b. any rights and defenses that We have against any previous insured under this Policy.
- 3. HOW TO MAKE A CLAIM**
- a. Prompt Notice Of Your Claim
- (1) As soon as You know of anything that might be covered by this Policy, You must notify Us promptly in writing.
  - (2) Send Your notice to *Chicago Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023, Attention: Claims Department*. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
  - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
- b. Proof Of Your Loss
- (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
    - (a) The basis of Your claim;
    - (b) The Covered Risks which resulted in Your loss;
    - (c) The dollar amount of Your loss; and
    - (d) The method You used to compute the amount of Your loss.
  - (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
  - (3) We may require You to answer questions about Your claim under oath.
  - (4) If You fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- 4. OUR CHOICES WHEN WE LEARN OF A CLAIM**
- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
- (1) Pay the claim.
  - (2) Negotiate a settlement.
  - (3) Bring or defend a legal action related to the claim.
  - (4) Pay You the amount required by this Policy.
  - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.
  - (6) End the coverage described in Covered Risk 14, 15, 16, or 18 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.

- (7) End all coverage of this Policy by paying You the Policy Amount then in force, and all those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.
  - (8) Take other appropriate action.
- b. When We choose the options in paragraph 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.
- 5. HANDLING A CLAIM OR LEGAL ACTION**
- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.
- 6. LIMITATION OF OUR LIABILITY**
- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
- (1) Your actual loss;
  - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 14, 15, 16 or 18; or
  - (3) The Policy Amount then in force, and any costs, attorneys' fees and expenses which We are obligated to pay under this Policy.
- b. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were moving the cause of the claim.
- (2) Regardless of 6.b. (1) above, if You cannot use the Land because of a claim covered by this Policy:
- (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
    - (1) The cause of the claim is removed; or
    - (2) We pay You the amount required by this Policy.
 If Your claim is covered only under Covered Risk 14, 15, 16 or 18, that payment is the amount of Your insurance then in force for the particular Covered Risk.
- c. All payments We make under this Policy reduce the Policy Amount, except for costs, attorneys' fees and expenses. All payments we make for claims which are covered only under Covered Risk 14, 15, 16 or 18 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- d. If We issue, or have issued, a Policy to the owner of a Mortgage on Your Title and We have not given You any coverage against the Mortgage, then:
- (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage to reduce the amount of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under paragraph 4.a. of these Conditions;
  - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount of this Policy; and

(3) If Your claim is covered only under Covered Risk 14, 15, 16 or 18, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.

c. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

**7. TRANSFER OF YOUR RIGHTS TO US**

a. When We settle Your claim, We have all the rights You have against any person or property related to the claim. You must transfer these rights to Us when We ask, and You must not do anything to affect these rights. You must let Us use Your name in enforcing these rights.

b. We will not be liable to You if We do not pursue these rights or if We do not recover any amount that might be recoverable.

c. We will pay any money We collect from enforcing these rights in the following order:

(1) To Us for the costs, attorneys' fees and expenses We paid to enforce these rights;

(2) To You for Your loss that You have not already collected;

(3) To Us for any money We paid out under this Policy on account of Your claim; and

(4) To You whatever is left.

d. If You have rights under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights, even if those contracts provide that those obligated have all of Your rights under this Policy.

**8. ENTIRE CONTRACT**

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

**9. INCREASED POLICY AMOUNT**

The Policy Amount will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

**10. SEVERABILITY**

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of the Policy.

**11. ARBITRATION**

a. If permitted in the state where the Land is located You or We may demand arbitration.

b. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.

c. The arbitration award may be entered as a judgment in the proper court.

d. The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

e. The law used in the arbitration is the law of the place where the Land is located.

f. You can get a copy of the Rules from Us.

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Policy Number, Date and Amount	
Deductible Amounts and Maximum Dollar Limits of Liability	
Street Address of the Land	
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**OWNER'S INFORMATION SHEET**

Your Title Insurance Policy is a legal contract between You and Us. It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 1 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty to Defend Against Legal Actions on page 2
- Exclusions on page 2
- Conditions on page 2 and 3.

You should keep the Policy even if You transfer Your Title to the Land.

If You want to make a claim, see paragraph 3 under Conditions on page 3.

You do not owe any more premiums for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy - and not this sheet - is the legal document,

**YOU SHOULD READ THE POLICY VERY CAREFULLY**

If you have any questions about Your Policy, contact:  
Chicago Title Insurance Company

**CHICAGO TITLE INSURANCE COMPANY**  
3700 Forest Drive, Suite 201, Columbia, SC 29204

**UTILITY REPORT FORM**

0	Trans Code	
1	Off File #	003746
2	Policy #	7212340-79625061
3	Policy Date	December 4, 2009
4	Time	02:55:00 PM
5	Insurance Amt	\$75,000.00
6	Premium Amt	\$306.00
7	Trans Type	
8	SI Ind	
9	Infl End	
10	Rate Code	
11	Rate Code	
12	Rate Code	
13	Rate Code	
14	Rate Code	
15	Rate Code	
16	Reissue Amount	\$0.00
17	State	South Carolina
18	County	Colleton
19	Prop Type	



# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

*Chicago Title Insurance Company, a Missouri corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company*

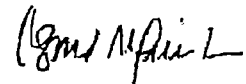
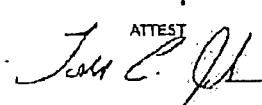
*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request*

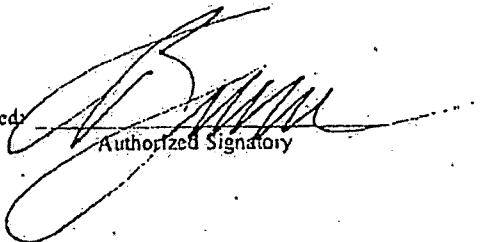
*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

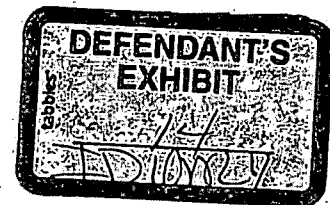
SC2331  
Thomas H. Brush, P.A.  
12-A Carriage Lane  
Charleston, SC 29407  
Tel: (843) 766-5576  
Fax: (843) 766-9152

CHICAGO TITLE INSURANCE COMPANY

By:   
ATTEST  
  
Secretary



Countersigned:   
Authorized Signatory



**A.L.T.A. COMMITMENT  
CHICAGO TITLE INSURANCE COMPANY  
3700 Forest Drive, Suite 201, Columbia, SC 29204**

**SCHEDULE A**

**Office File Number: 003746**

**Commitment Number:      Effective Date: at 09:00:00 AM**

**Loan Amount \$0.00**

**Owners Amount \$75,000.00**

1. Policy or Policies to be issued: ALTA LOAN POLICY, Form (2006)  
Proposed Insured:

ALTA OWNER'S POLICY, Form  
Proposed Insured:

Janell B. Nettles Ted A. Nettles, Jr.

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

3. The Land is described as follows:

All that certain piece parcel tract of land together with buildings and improvements thereon situate lying and being near Jacksonboro being in Colleton County, South Carolina containing 21.70 acres more or less and being a portion of the West bank tract near the camp settlement and being bounded as follows: on the East now or formerly of Washington; South by land now or formerly of Charity Washington; on the West by lands now or formerly of Branham and on the North by land now or formerly of Drayton and designated as TMS number 275-00-00-004 in the Colleton County Accessors Office.

**Note:** This Commitment consists of insert pages labeled Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**A.L.T.A. COMMITMENT  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B - Section 1**

**Commitment Number**

**Requirements**

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a. Warranty Deed from Harris L. Beach, Jr. as Special Referee for Colleton County to Janell B. Nettles Ted A. Nettles, Jr. conveying the property as described in Schedule A of this Commitment.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
5. Seller/Mortgagor Affidavit (Form 3049) must be executed and returned to the Company.
6. Disclosures required by the South Carolina Department of Insurance are to be made in writing on CTIC Form 2781 (Rev. 4/90) and copy thereof returned to the Company.

**Note:** The following ALTA Endorsement Forms will be attached to the policy when issued:

**A.L.T.A. COMMITMENT  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B - Section 2**

**Commitment Number**

**Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereto but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth on the inside cover. Any loan policy will also contain under Schedule B thereof, the standard exceptions set forth on the inside cover of this commitment relating to the owner's policy.
3. Standard Exceptions 2 and 3 may be removed from the policy when a satisfactory survey and inspection of the premises is made.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown in the public records. This exception may be deleted or altered when the Company receives its Form Number [3049/3053] completely executed.
5. Rights or claims of parties in possession not shown by the public records. This exception may be deleted or altered when the Company receives its Form Number 3049 completely executed.
6. Any conflicts, discrepancies, encroachments, access, easements, or shortages in area and boundaries which a current, accurate survey would show. This exception may be deleted upon examination by the Company of a current survey.

**SPECIAL EXCEPTIONS**

1. Taxes and assessments for the year , and subsequent years, which are a lien but are not yet due and payable.
2. NOTE: ON OWNER'S POLICY ONLY: Encroachments, overlaps, boundary line disputes, access, deficiency in quantity of land, and any other matters which would be disclosed by a current and accurate survey and inspection of the land. NOTE: Upon receipt of a satisfactory survey and surveyor's report, this exception will be eliminated or amended in accordance with the facts shown thereby.
3. Right of Access to and from the lands insured hereby, are neither insured nor guaranteed, notwithstanding any insuring provision contained elsewhere in the commitment/policy.

Note: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.altu.org>>.*

**HOMEOWNER'S FORM  
CHICAGO TITLE INSURANCE COMPANY  
3700 Forest Drive, Suite 201, Columbia, SC 29204  
SCHEDULE A**

Policy No.: 7212340-79625061

Policy Amount: \$75,000.00

Policy Date: December 4, 2009 at 02:55:00 PM

Deductible Amounts and Maximum Dollar Limits of Liability  
For Covered Risks 14, 15, 16, and 18:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>	
Covered Risk 14:		1% of Policy Amount	\$10,000
	or		
	\$2,500 (whichever is less)		
Covered Risk 15:		1% of Policy Amount	\$25,000
	or		
	\$5,000 (whichever is less)		
Covered Risk 16:		1% of Policy Amount	\$25,000
	or		
	\$5,000 (whichever is less)		
Covered Risk 18:		1% of Policy Amount	\$5,000
	or		
	\$2,500 (whichever is less)		

Street Address of the Land: Camp Avenue, Jacksonboro, South Carolina 29452

1. Name of Insured:

Janell B. Nettles Ted A. Nettles, Jr.

1. The interest in the Land covered by this policy is fee simple, and is subject to:

Mortgage from Janell B. Nettles Ted A. Nettles, Jr. to , dated , in the original principal amount of \$0.00, recorded on , at in Mortgage Book at Page , Colleton County records,

1. The Land referred to in this Policy is described as:

All that certain piece parcel tract of land together with buildings and improvements thereon situate lying and being near Jacksonboro being in Colleton County, South Carolina containing 21.70 acres more or less and being a portion of the West bank tract near the camp settlement and being bounded as follows: on the East now or formerly of Washington; South by land now or formerly of Charity Washington; on the West by lands now or formerly of Branham and on the North by land now or formerly of Drayton and designated as TMS number 275-00-00-004 in the Colleton County Accessors Office.

Property Address: Camp Avenue, Jacksonboro, South Carolina 29452



## SCHEDULE B

### Exceptions

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

**Special Exceptions:** The mortgage, if any, referred to in Item 2 of Schedule A.

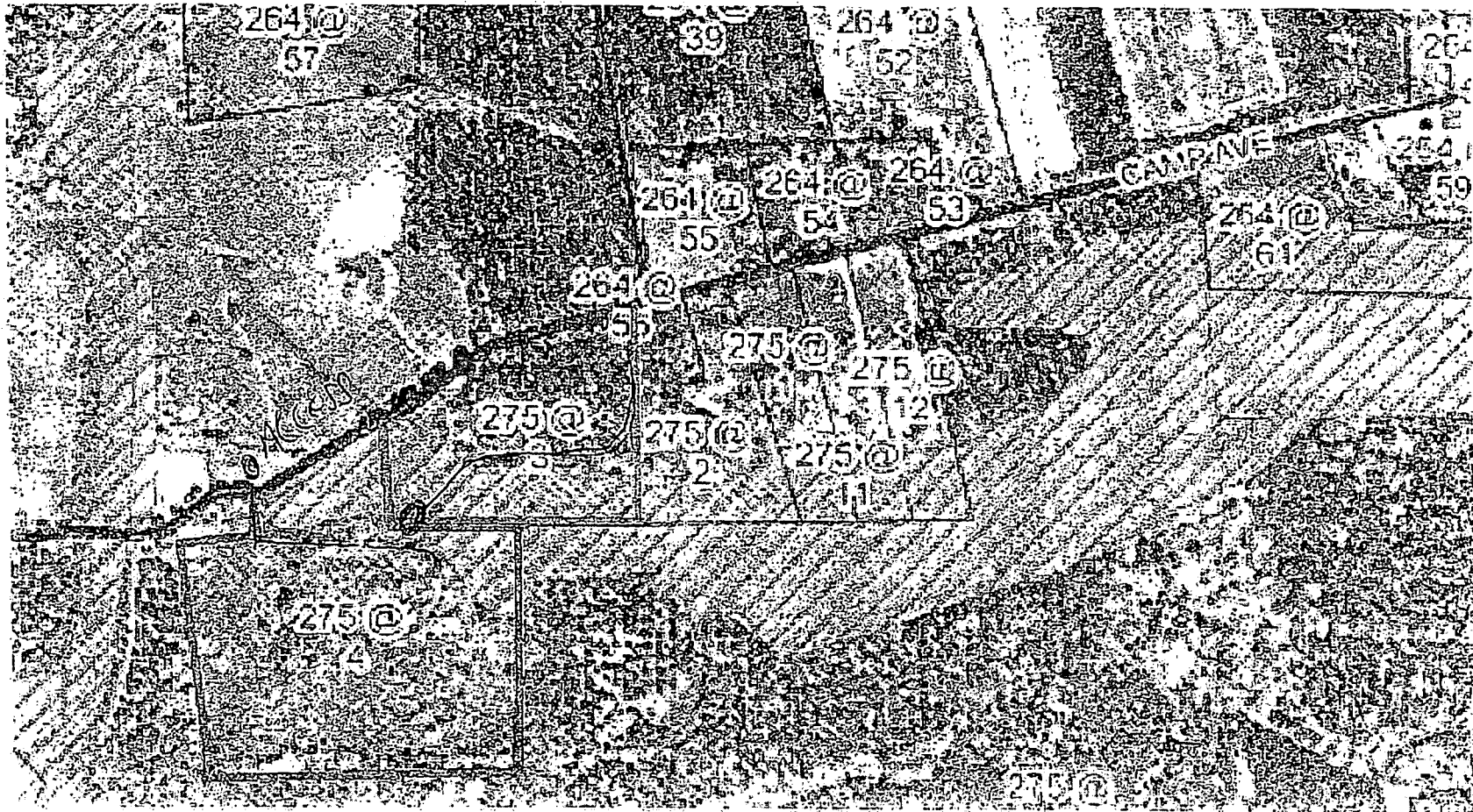
1. Taxes and assessments for the year and all subsequent years, which are a lien, but are not yet due and payable.
2. Encroachments, overláps, boundary line disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Right of Access to and from the lands insured hereby, are neither insured nor guaranteed, notwithstanding any insuring provision contained elsewhere in the commitment/policy.

1st gave this to me

12/3/09 @ 1200

*[Handwritten signature]*

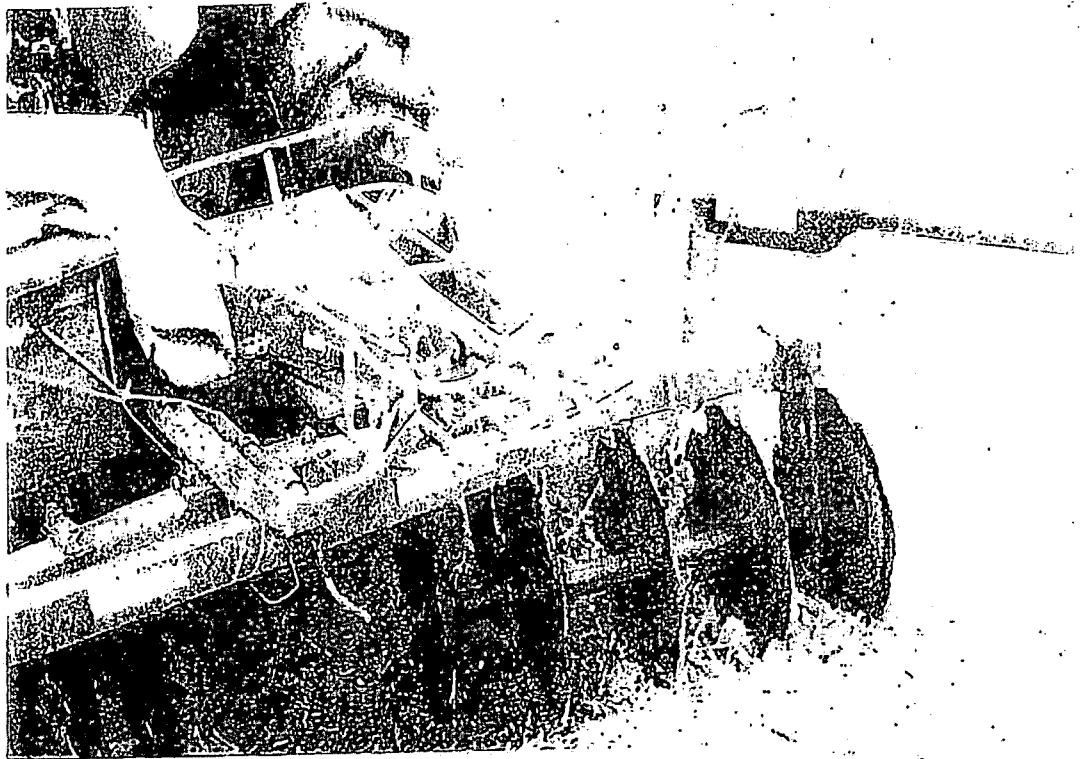
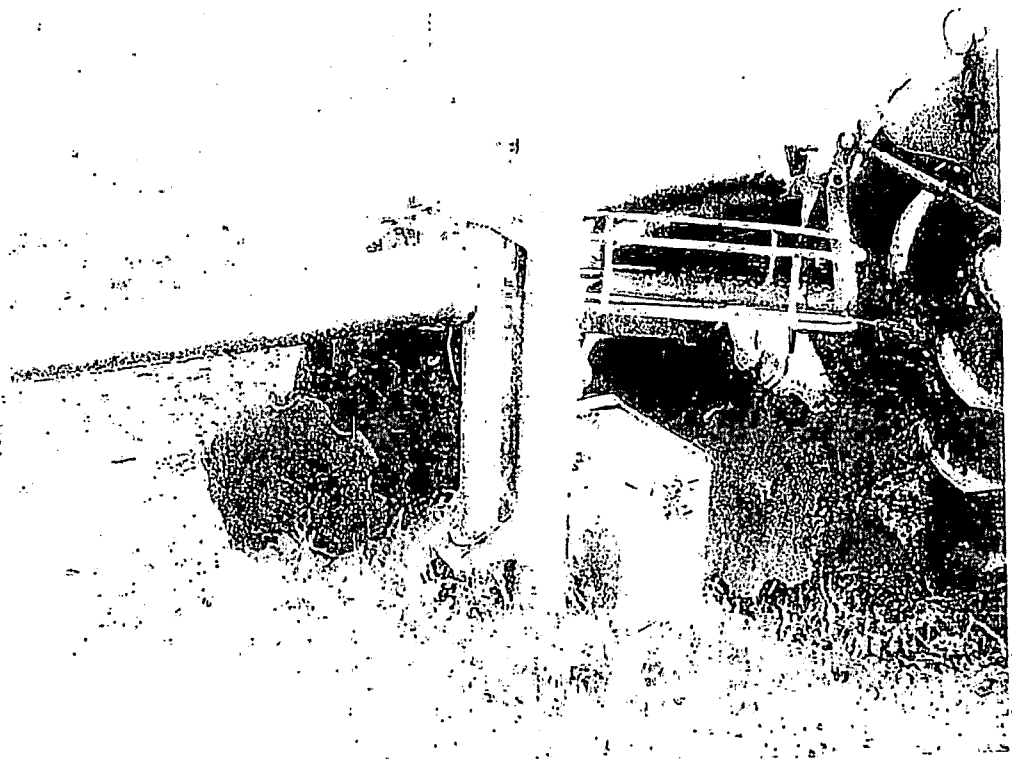
P681



Colleton Co.  
Floodplan  
Office

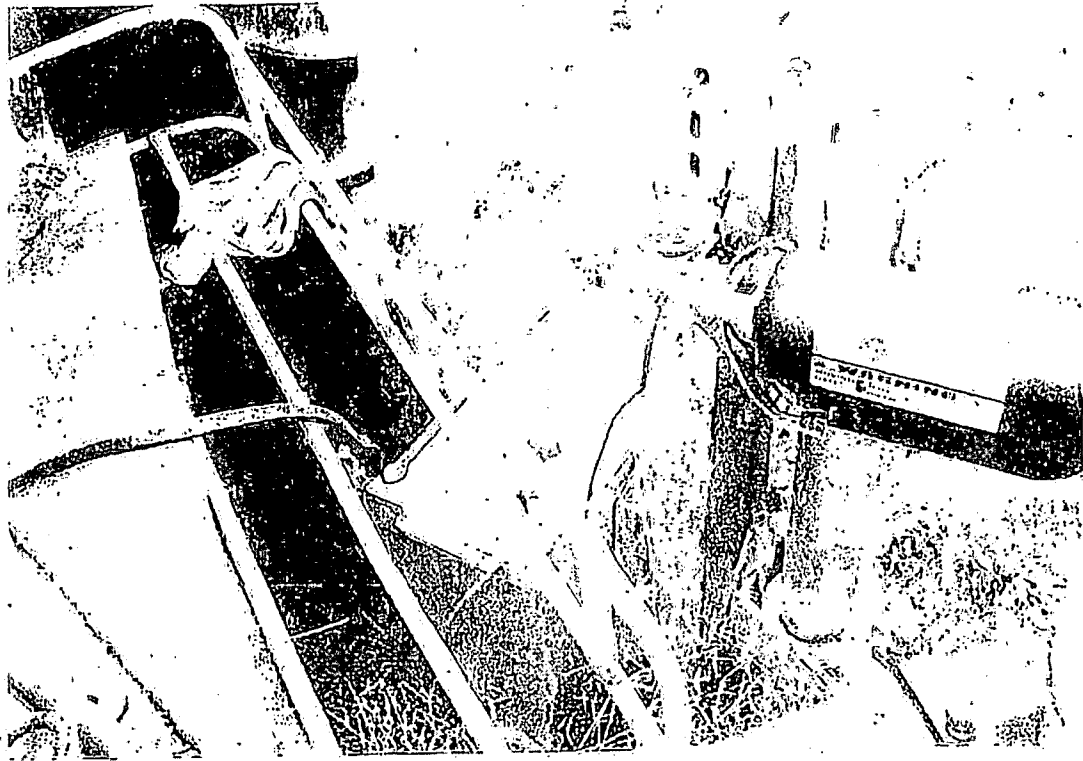
Easement Nettles would accept from  
Drew at 100% Drew expense



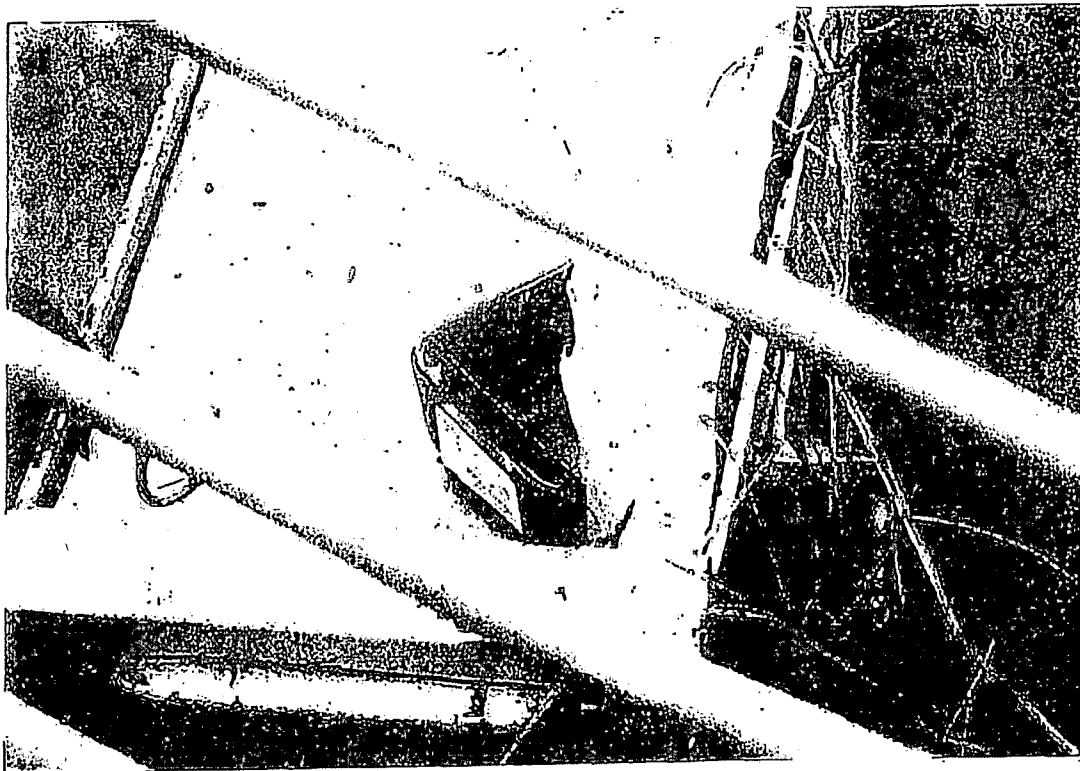
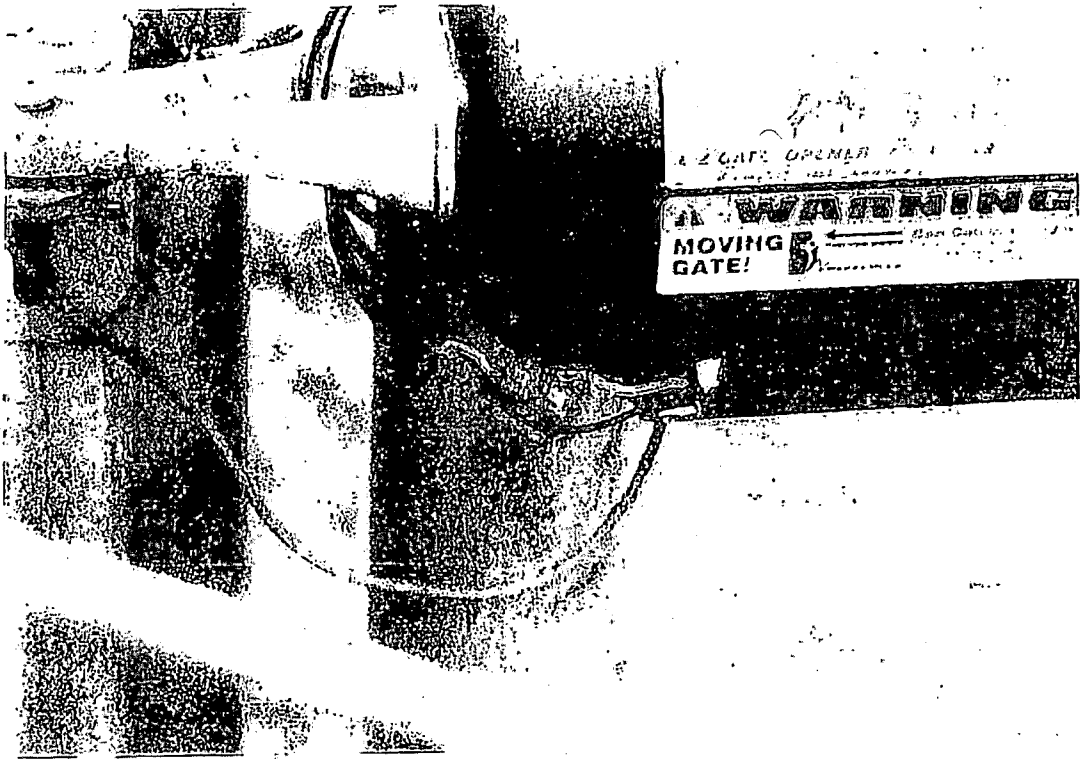


**DEFENDANT'S  
EXHIBIT**  
16

Date 3-27-12  
Exhibit 2  
Witness Atwood

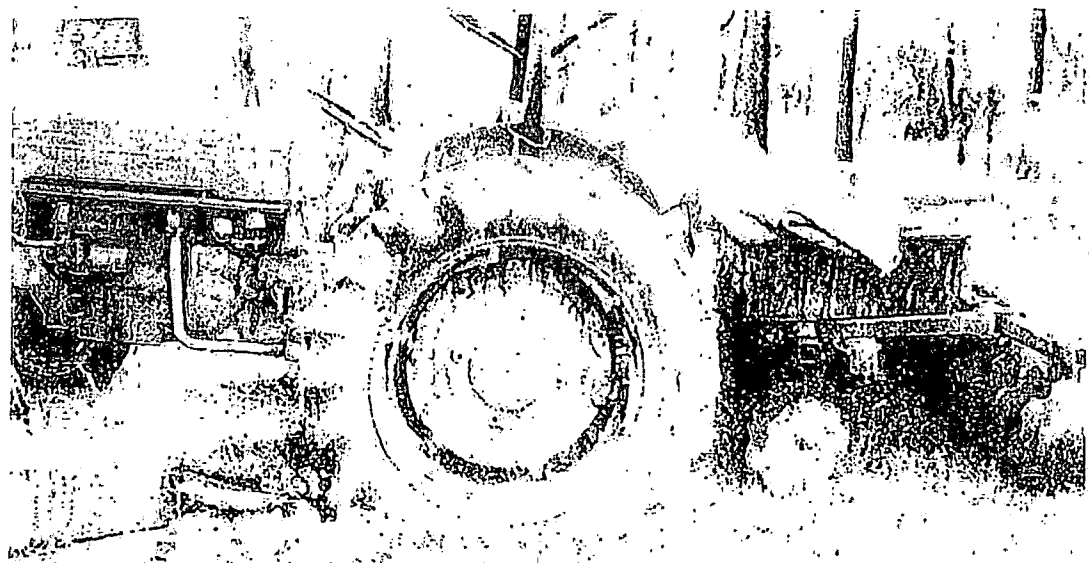


Date	3-27-12	Michigan Court Reporting INCORPORATED
Exhibit	3	
Witness	Atwood	



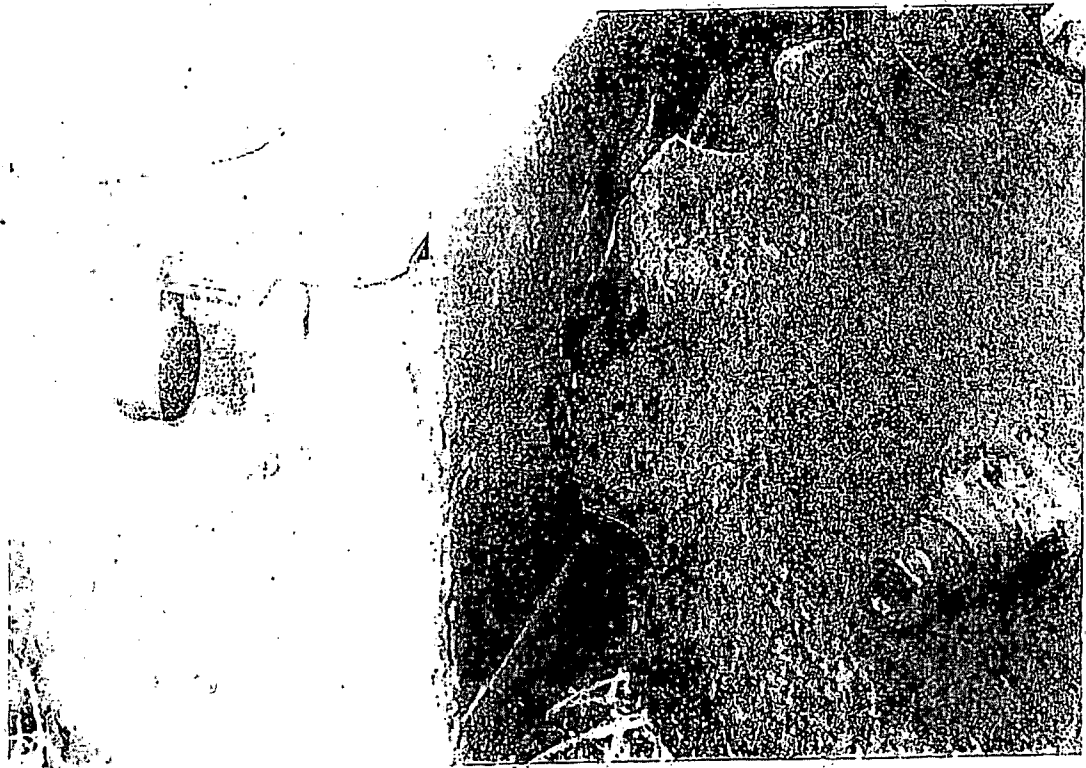
Date	3-27-12
Exhibit	4
Witness	Atwood

Machin Court Reporting



Date	3-27-12
Exhibit	5
Witness	Atwood

Max-Cam  
Countdown  
Copyright © 2008



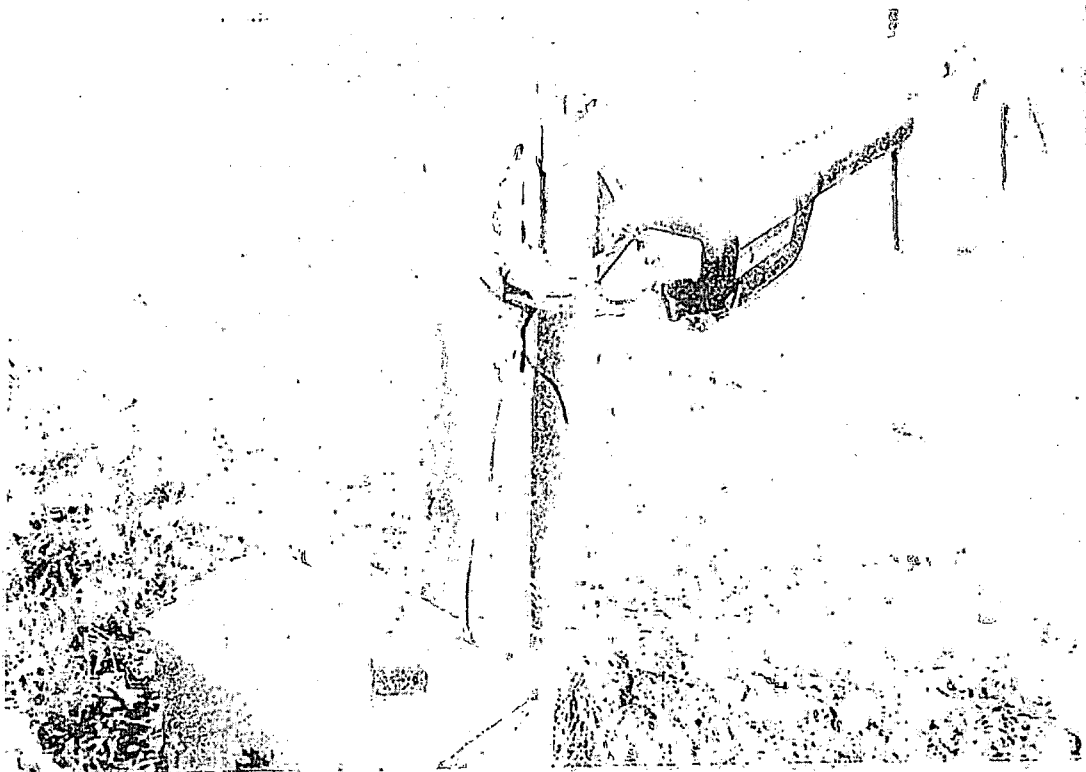
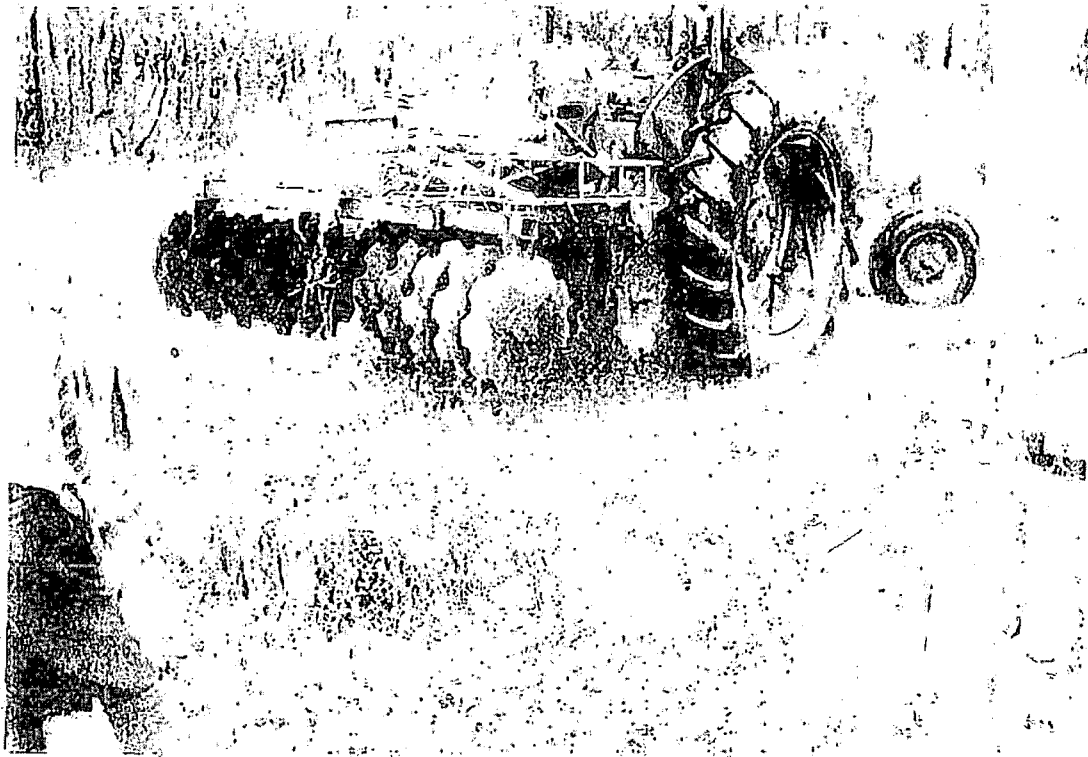
Date	3-27-12
Exhibit	6
Witness	Attorney

Nichols Court Reporters

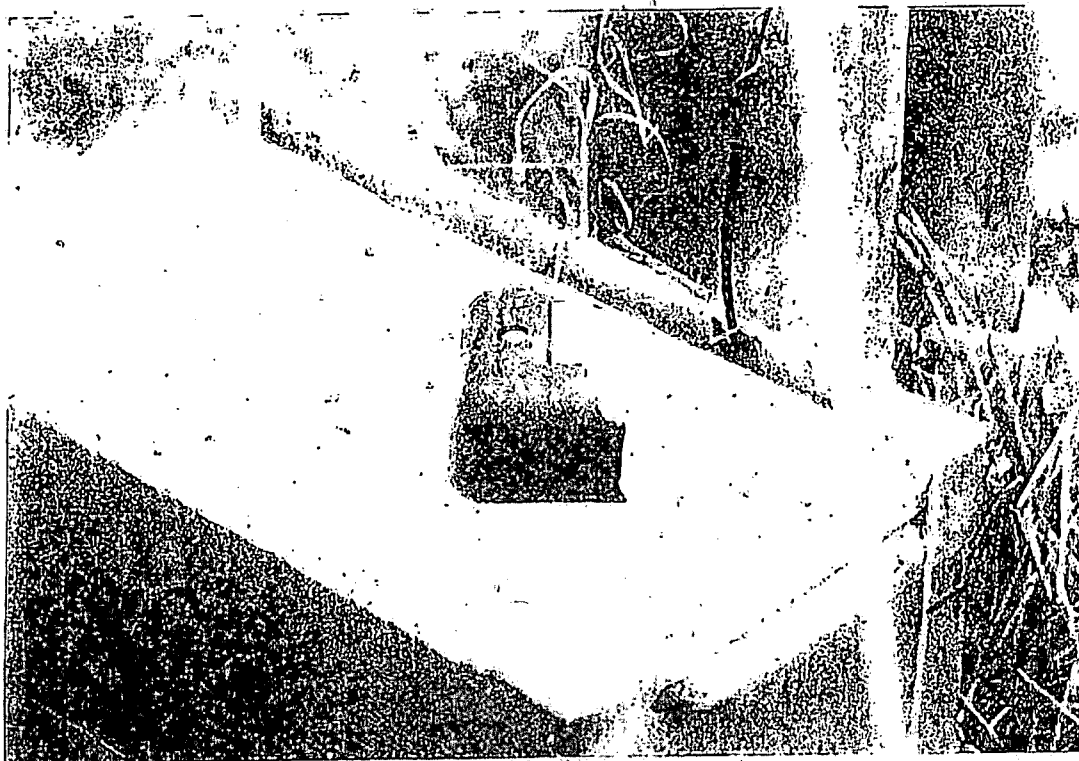
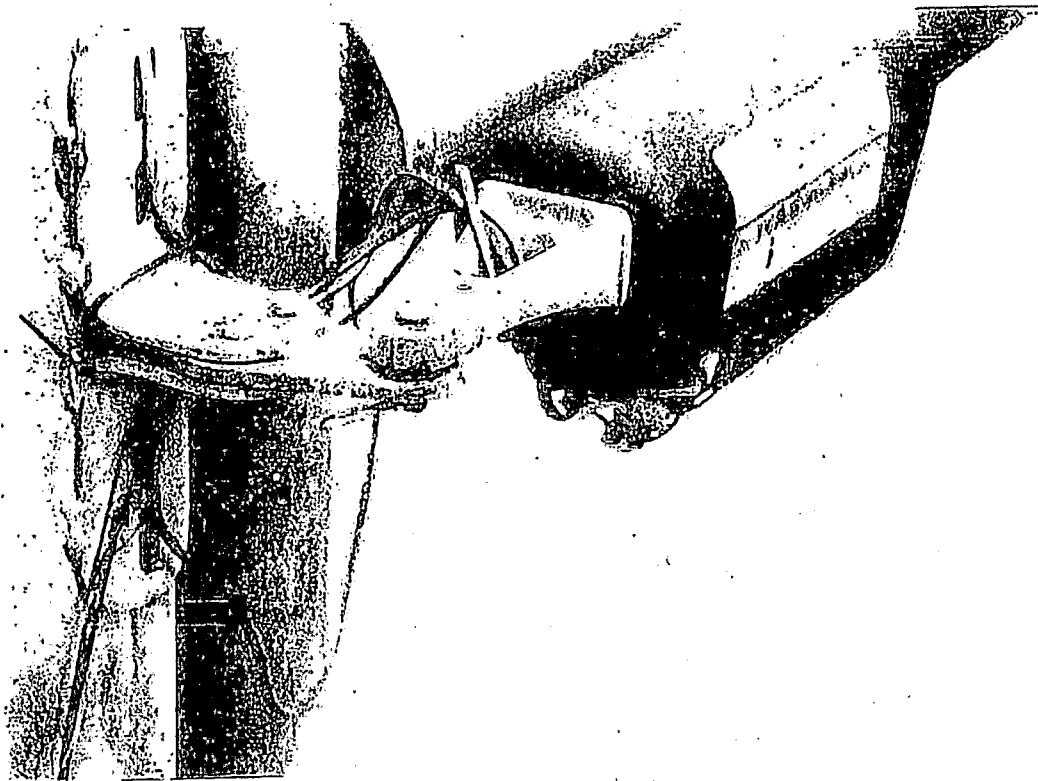


Date	3-27-12	Accident Case Reporting
Exhibit	7	
Witness	Atwood	

P687



Date	3-27-12	McCam Court Reporting
Exhibit	8	
Witness	Atwood	



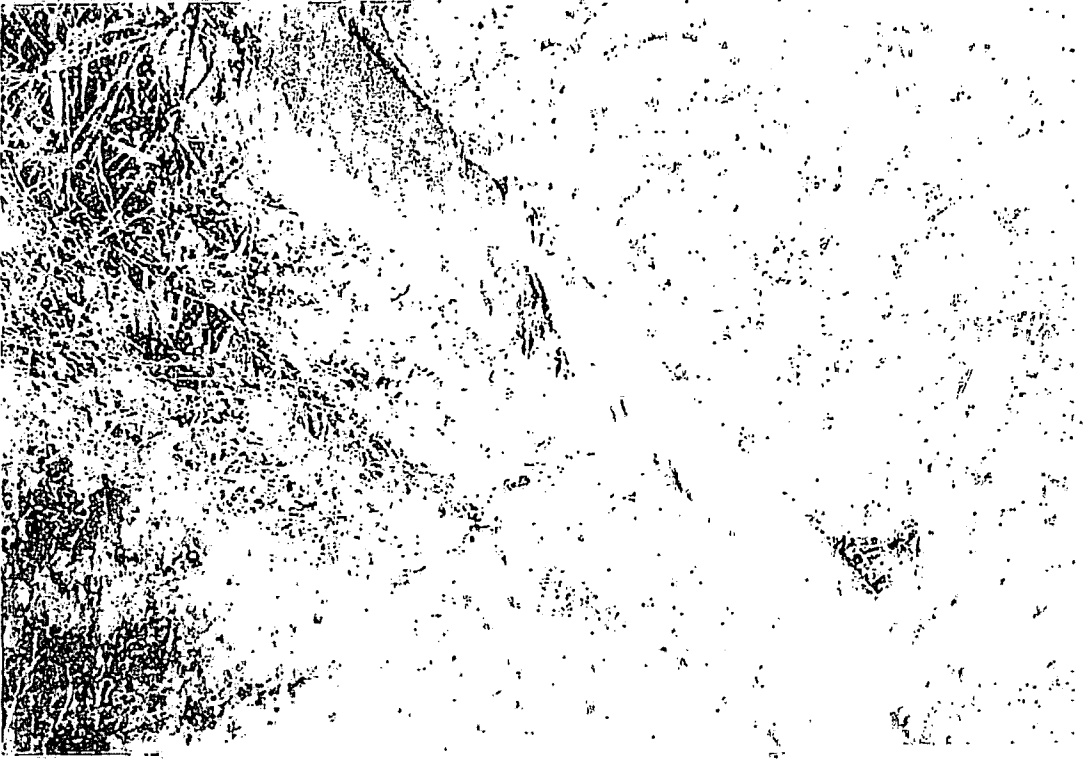
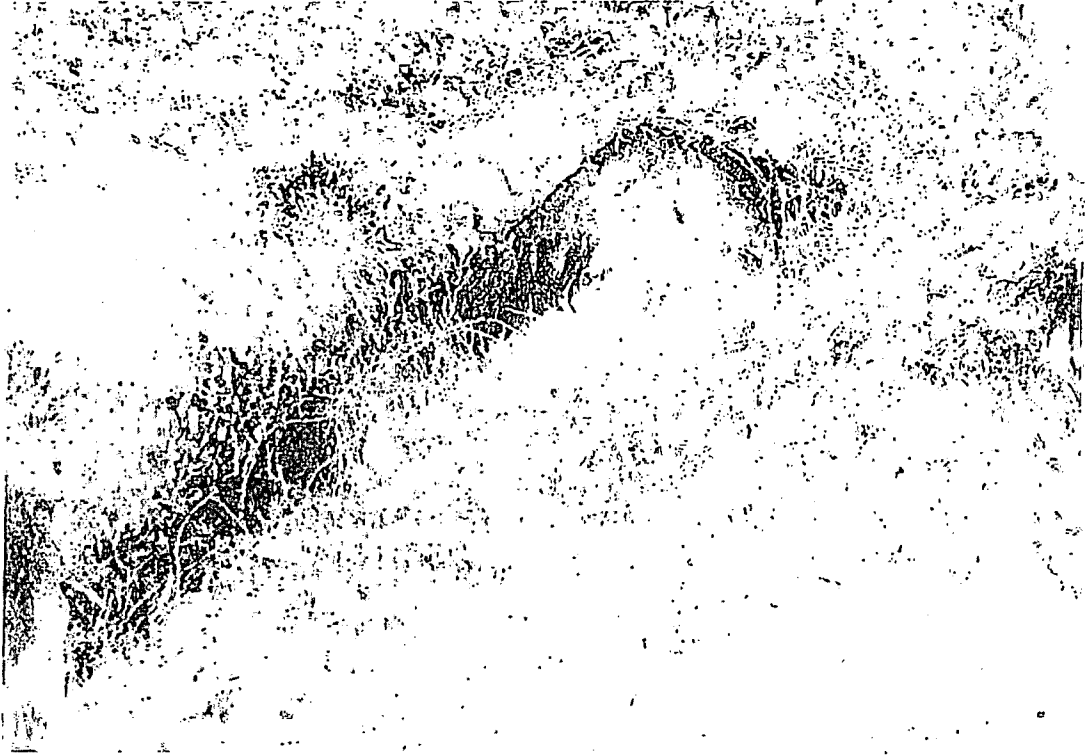
Date	3-27-12	McKam Court Reporting
Exhibit	9	
Witness	Atwood	

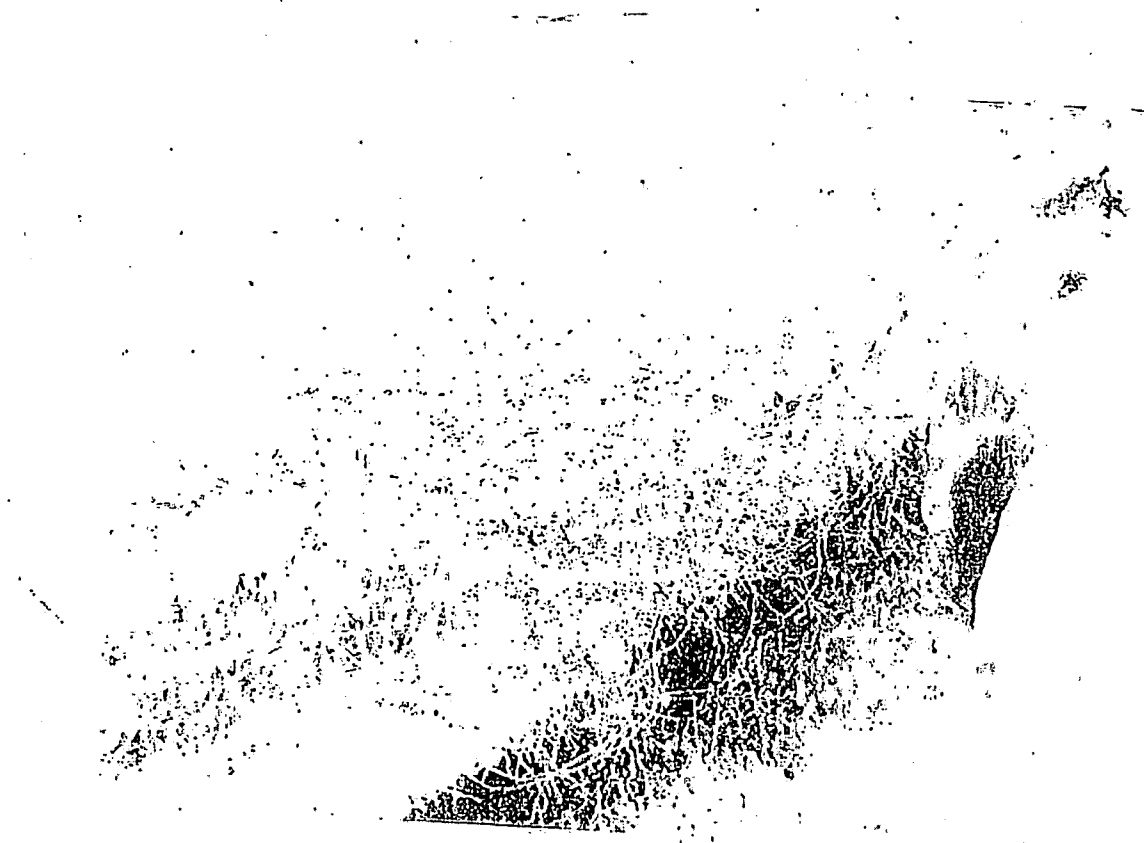
0990

Witness	C. Wood
Exhibit	10
Date	3-27-12
McCain Court Report	

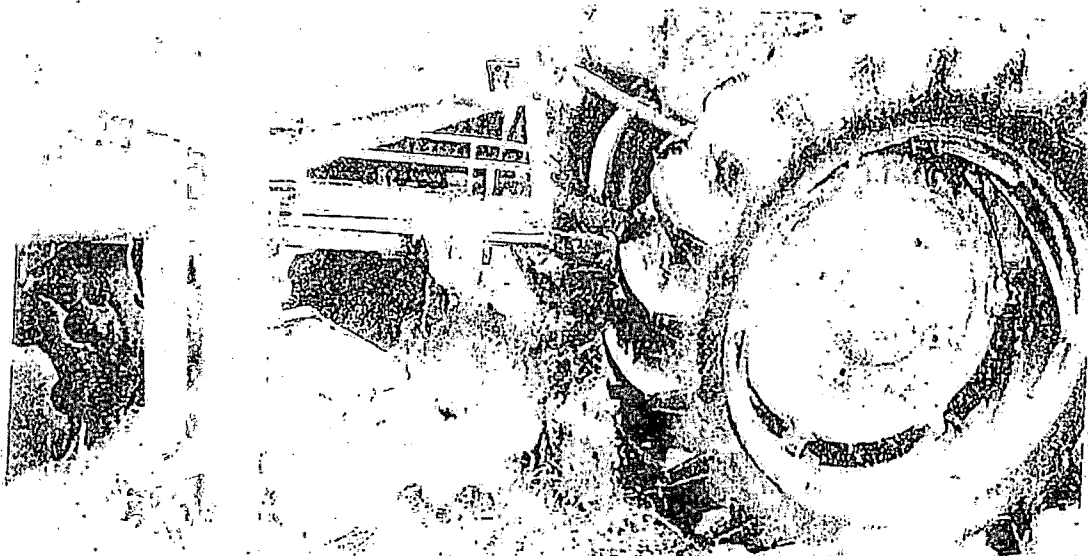


McCain Court Reporter  
Date 3-27-13  
Exhibit 11  
Witness 07/08/13 p69





Date	3-27-12	McCam Court Reporting
Exhibit	12	
Witness	A+wood	



Date	3-27-12	Meeting Court Reporting
Exhibit	13	
Witness	Atwood	

P693

27216 BK: 01400 PG:00155

BELK, COBB, INFINGER & GOLDSTEIN, P.A.  
ATTORNEYS  
P. O. BOX 71121  
CHARLESTON, S. C. 29415-1121

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

**TITLE TO REAL ESTATE**

**KNOW ALL MEN BY THESE PRESENTS**, that, NORVIA MILLER, hereinafter referred to as Grantor in the State aforesaid, for and in consideration of the sum of ONE HUNDRED TWENTY ONE THOUSAND and no/100 (\$121,000.00) Dollars, to me paid by ERIK GARVIN AND KRISTIAN GARVIN, hereinafter referred to as the Grantees in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said Grantees, ERIK GARVIN AND KRISTIAN GARVIN, their successor and assigns, all of his right title and interest, with right of survivorship in the following described property, to-wit:

ALL that certain piece, parcel, or lot of land, with the building and improvements thereon, situate, lying and being in the County of COLLETON, State of South Carolina, known and designated as TRACT 3, MEASURING AND CONTAINING, 4.03 ACRES, MORE OR LESS, as shown on a plat MADE BY ALBERT R. JUDY P.L.S. DATED JULY 3, 1997, duly recorded in the COLLETON County RMC Office in Plat Book "645" page "3". Said parcel having such size, shape, dimensions, buttings and boundings as shown on the aforesaid plat to which reference is made.

THIS PROPERTY ALSO INCLUDES A 1997 Brigader MANUFACTURED HOME SERIAL NUMBER B34538ANB.

SUBJECT to any and all restrictions, covenants and easements of record.

Being the same property conveyed to NORVIA MILLER BY DEED OF JANIE MILLER DATED AUGUST 25, 1997 AND RECORDED ON SEPTEMBER 9, 1997 IN DEED BOOK "784" AT PAGE "282" IN THE RMC OFFICE FOR COLLETON COUNTY.

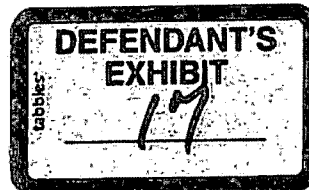
TMS#: 275-00-00-012

Grantee's Address: 513 CAMP AVENUE  
JACKSONBORO, SC 29452

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees their Successors and Assigns forever, jointly with right of survivorship.

TMS: 275-00-00-012  
DATE 8-25-2006  
GEORGE R. HOGGEMACK gg  
ASSESSOR COLLETON COUNTY



And the Grantor does hereby bind Grantor's Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantees, their Successors and Assigns, against Grantor and Grantor's Heirs and against every person whomsoever lawfully claiming or to claim to the same or any part thereof.

WITNESS his Hand and Seal this 3rd day of August in the year of our Lord two thousand six and in the two hundredth and thirtieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
[Signature]

[Signature]  
NORVIA MILLER

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 3rd day of August, 2006 by its maker.

[Signature] (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA )  
My Commission Expires: 08/11/10

FILED, RECORDED, INDEXED  
08/11/2006 02:25:17PM  
Rec Fee: 10.00      St Fee: 314.60  
Co Fee: 133.10      Pages: 2  
Register of Deeds  
Colleton County, SC

Deliver to: BELK COBB INFINGER & GOLDSTEIN  
ATTORNEYS AT LAW  
P O BOX 71121  
CHARLESTON S C 29415-1121  
08/11/2006

TMS 275-00-00-012  
DATE 12-21-2013  
THOMAS W. HILL TR  
ASSESSOR COLLETON COUNTY

201300043342  
Filed for Record in  
COLLETON COUNTY SC  
DEBORAH H GUSLER, REGISTER OF DEEDS  
10-04-2013 At 01:43 pm.  
DEED 73.90  
OR Volume 2160 Page 190 - 194  
201300043342  
WEEKS & IRVINE, L L C  
ATTORNEYS AT LAW  
3086-B RIVERS AVE  
NORTH CHARLESTON SC 29406

This deed was prepared by:  
Rogers, Townsend & Thomas, PC  
200 Executive Center Drive  
Columbia, SC 29210

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON ) SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that BANK OF AMERICA, N.A. (hereinafter called "Grantor"), for and in consideration of the sum of Seventeen Thousand and 00/100 Dollars (\$17,000.00) to the Grantor in hand paid at and before the sealing of these presents by JANELL B. NETTLES AND TED A. NETTLES, JR. (hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged), subject to all easements and restrictions of record and otherwise affecting the property, has granted, bargained, sold and released, and by the Presents does grant, bargain, sell and release, unto the Grantee, his heirs, successors and assigns, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

This being the same property conveyed to the Grantor herein by deed of Benjamin C.P. Sapp, as Special Referee for the County of Colleton, State of South Carolina, dated May 9, 2013 and recorded July 17, 2013 in Deed Book 2138 at Page 162 in the Office of the Colleton County Clerk Of Court.

Grantee's address: 13 CAMPBELL PR CHARLESTON, SC 29407

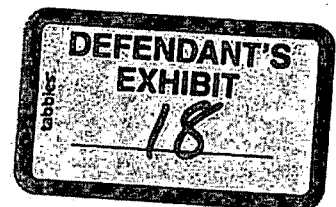
TMS# 275-00-00-012.000

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

File No: 020187 - 00004  
871708280

Weeks & Irvine, LLC  
8086 Rivers Avenue  
2nd Floor  
North Charleston, SC 29406



The Grantee(s), or purchaser(s), of the Property may not re-sell, record any additional conveyance document, or otherwise transfer title to the Property within 60 days following the recordation of the deed conveying title of the Property to the Buyer.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the premises unto the Grantee, His Heirs and Assigns against itself and its successors and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, to all Grantor's right, title and interest thereto during its period of ownership of this property which was obtained as a result of that certain mortgage foreclosure action entitled "Bank of America, N.A. vs. Erik Garvin, et al."

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

File No: 020187 - 00004  
871708280



EXHIBIT "A"

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF COLLETON, STATE OF SOUTH CAROLINA, KNOWN AND DESIGNATED AS TRACT 3, MEASURING AND CONTAINING, 4.03 ACRES, MORE OR LESS, AS SHOWN ON A PLAT MADE BY ALBERT R. JUDY P.L.S. DATED JULY 3, 1997, DULY RECORDED IN THE COLLETON COUNTY RMC OFFICE IN PLAT BOOK "645" PAGE "3". SAID PARCEL HAVING SUCH SIZE, SHAPE, DIMENSIONS, BUTTINGS AND BOUNDINGS AS SHOWN ON THE AFORESAID PLAT TO WHICH REFERENCE IS MADE.

File No: 020187 - 00004  
871708280

STATE OF SOUTH CAROLINA )  
 ) AFFIDAVIT  
COUNTY OF COLLETON )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Colleton County, bearing tax map number 275-00-00-012.000 was transferred by Bank of America, N.A. to Janell B. Nettles and Ted A. Nettles, Jr. by deed dated August 28, 2013.
3. Check one of the following: The deed is
  - (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c)  exempt from the deed recording fee because pursuant to exemption number \_\_\_\_\_ of the South Carolina Code Section 12-24-40.  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
  - (a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$17,000.00.
  - (b)  The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c)  The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes  or No  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$0.00
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$17,000.00
  - (b) Place the amount listed in item 5 above here: \$0.00
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$17,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$62.90.

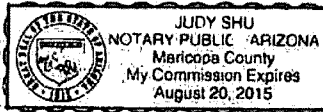
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: \_\_\_\_\_ Grantor.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Irone Carrillo  
Responsible Person Connected with the Transaction  
Irone Carrillo / AVP  
Print or Type Name Here

SWORN to before me this August 28, 2013.

Notary Public for Maricopa County  
Judy Shu  
My Commission Expires August 20, 2015





A. PARKER BARNES JR., P.A.

ATTORNEY AT LAW

P.O. DRAWER 1729

500 CARTERET STREET

BEAUFORT, SOUTH CAROLINA 29901-1729

apbarnes@parkerbarneslaw.com

A. PARKER BARNES, JR.

CERTIFIED CIVIL COURT MEDIATOR

TELEPHONE (843) 522-2600

FACSIMILE (843) 522-2610

December 16, 2014

**VIA E-MAIL, FACSIMILE**  
**TRANSMISSION AND**  
**REGULAR U.S. MAIL**

[tnelson@charlestonlaw.net](mailto:tnelson@charlestonlaw.net)  
(843)284-5501

Thomas C. Nelson, Esquire  
FUTERAL & NELSON, LLC  
P.O. Box 1543  
Mt. Pleasant, SC 29465

RE: *TED A. NETTLES AND JANELL B. NETTLES vs. SYLVESTER GUESS DREW, JR., ET AL.*  
*CIVIL ACTION NO.: 2010-CP-15-00247*  
*OUR FILE NO.: 4656*

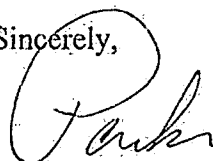
Dear Tom:

Please let this confirm the continuing offer of an easement from the Riedesel Company to your clients' land purchased from the heirs of Amy Simmons. The easement offered is on the Riedesel property adjacent to the strip of land with the mobile home purchased fairly recently by your clients from Miller and extending to the boundary line of your clients' property purchased from the heirs of Amy Simmons, all of which location is shown by the red line labeled "Proposed easement". I made this offer to you in September 2014 and have not had a response. The width of the easement needs to be determined by your clients' needs.

I am advised by Asher Howell that a permit from the Corp of Engineers can be obtained. The offer will remain until it is accepted.

With kindest regards, I am

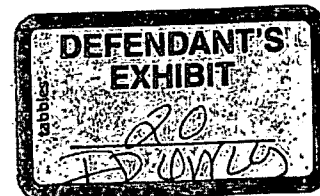
Sincerely,



A. Parker Barnes Jr.

Enclosure

cc: Matt Cavender, Esquire  
(Via E-Mail [mcavender@griffithsadleersharp.com](mailto:mcavender@griffithsadleersharp.com)  
and Facsimile 843-521-4247)



P702



Date/Time: Dec. 16. 2014 11:27AM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
1503 Memory TX	18432845501-4656#	P. 2	OK	

Reason for error

E. 1) Hang up or line fail	E. 2) Busy
E. 3) No answer	E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size	E. 6) Destination does not support IP-Fax

**A. PARKER BARNES JR., P.A.**

ATTORNEY AT LAW  
P.O. DRAWER 1120  
300 CARTERET STREET  
SEASIDE CITY, SOUTH CAROLINA 29511-1723  
apb@parkbarneslaw.com

A. PARKER BARNES, JR.  
CERTIFIED CIVIL COURT REPORTER

TELEPHONE (843) 622-0200  
FACSIMILE (843) 622-2690

December 16, 2014

**VIA E-MAIL, FACSIMILE,  
TRANSMISSION AND  
REGULAR U.S. MAIL**  
malnm@griffinsdcrahnp.com  
(843)284-5501

Thomas C. Nelson, Esquire  
FUTERAL & NELSON, LLC  
P.O. Box 1543  
Mt. Pleasant, SC 29465

RE: **TRD A. NETTLES AND JANELL B. NETTLES vs. SYLVESTER GUESS DREW,  
JR., ET AL.**  
CIVIL ACTION NO.: 2010-CP-15-00247  
OUR FILE NO.: 4656

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With kindest regards, I am

Sincerely,



A. Parker Barnes Jr.

Enclosure

cc: Matt Cavender, Esquire  
(Via E-Mail [mncavender@griffinsdcrahnp.com](mailto:mncavender@griffinsdcrahnp.com)  
and Facsimile 843-521-4247)

\* \* \* Communication Result Report ( Dec. 16. 2014 11:29AM ) \* \* \*

1} A. Parker, Barnes, Jr., P. A.

Date/Time: Dec. 16. 2014 11:28AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
1504	Memory TX	5214247#	P. 2	OK	

Reason for error

E. 1) Hang up or line fail	E. 2) Busy
E. 3) No answer	E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size	E. 6) Destination does not support IP-Fax

**A. PARKER BARNES JR., P.A.**

ATTORNEY AT LAW  
 P.O. BOX 60001175  
 500 CAROLINE STREET  
 SEAFORD, SOUTH CAROLINA 29201-1725  
 a Parker Barnes Jr. Law Firm, LLC

A. PARKER BARNES, JR.  
 CERTIFIED CIVIL COURT MEDIATOR

TELEPHONE (843) 523-2800  
 FACSIMILE (843) 523-2810

December 16, 2014

VIA E-MAIL, FACSIMILE,  
 TRANSMISSION AND  
 REGULAR U.S. MAIL.  
 tnelson@parkerbarnesjr.com  
 (843)284-5501

Thomas C. Nelson, Esquire  
 FUTERAL & NELSON, LLC  
 P.O. Box 1543  
 Mt. Pleasant, SC 29465

RE: **TED A. NETTLES AND JANELL B. NETTLES vs. SYLVESTER GUESS DREW,  
 JR., ET AL**  
 CIVIL ACTION NO.: 2010-CP-15-00247  
 OUR FILE NO.: 4656

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With kindest regards, I am

Sincerely,



A. Parker Barnes Jr.

Enclosure

cc: Matt Cavender, Esquire  
 (Via E-Mail [mccavender@millthelaw.com](mailto:mccavender@millthelaw.com)  
 and Facsimile 843-521-4247)

**Zelda England**

---

**From:** Zelda England  
**Sent:** Tuesday, December 16, 2014 11:59 AM  
**To:** 'Thomas Nelson'  
**Cc:** 'Matt Cavender'  
**Subject:** RE: Nettles, et al. vs. Drew, et al.  
**Attachments:** 201412161127.pdf

If you have any questions or comments regarding the attached correspondence, please feel free to contact our office.

Thank you,

Zelda England  
Law Office of A. Parker Barnes Jr., P.A.  
P.O. Drawer 1729  
Beaufort, SC 29901-1729  
Telephone: (843) 522-2600  
Facsimile: (843) 522-2610

-----Original Message-----

**From:** ricoh [mailto:ricoh]  
**Sent:** Tuesday, December 16, 2014 11:27 AM  
**To:** Zelda England  
**Subject:** Message from "RNP0026734FE7FC"

This E-mail was sent from "RNP0026734FE7FC" (Aficio MP C3002).

Scan Date: 12.16.2014 11:27:19 (-0500)  
Queries to: ricoh

**Zelda England**

---

**From:** Zelda England  
**Sent:** Tuesday, December 16, 2014 12:02 PM  
**To:** dsdrew@lowcountry.com  
**Subject:** RE: Nettles vs. Drew Offer  
**Attachments:** 201412161127.pdf

Debra and Scooter,

Parker asked that I forward you a copy of the letter he sent to Attorney Tom Nelson and Matt Cavender regarding offer of an easement. If you have any questions, please feel free to call Parker.

Hope you have a happy holiday season!

Zelda England  
Law Office of A. Parker Barnes Jr., P.A.  
P.O. Drawer 1729  
Beaufort, SC 29901-1729  
Telephone: (843) 522-2600  
Facsimile: (843) 522-2610

-----Original Message-----

**From:** ricoh [mailto:ricoh]  
**Sent:** Tuesday, December 16, 2014 11:27 AM  
**To:** Zelda England  
**Subject:** Message from "RNP0026734FE7FC"

This E-mail was sent from "RNP0026734FE7FC" (Aficio MP C3002).

Scan Date: 12.16.2014 11:27:19 (-0500)  
Queries to: ricoh

PS - Our valued clients have given us a 99.5% client satisfaction rating. We are committed to serving you at the highest level.

On Tue, Sep 15, 2009 at 6:00 PM, janell03@comcast.net wrote:  
George,

We are not comfortable making a new offer until the access issue is addressed. I don't understand why this would be considered a minor issue and why at this late date this contingency has never been addressed?

We have been asking for a long time now for this to be resolved. Nothing about this contract has been without a surprise or two. I would hate to make an offer only to have Mr. Drew want to charge for access or maintenance of his "supposed" private road or deny access and then end up with another court case.

I would think that whether we or someone else purchases the property, this needs to be addressed. I don't think they will be able to sell the property without a resolution to the access issue.

No one wants this to draw out any longer than it has too, but perhaps, and I really hate to suggest this, but maybe yet another small extension needs to be added to the closing date to give them time to take care of this.

Please advise,  
Janell

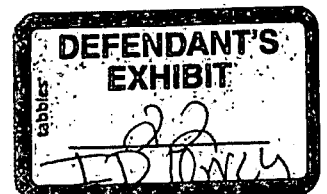
----- Original Message -----

From: George Gardner @ Carolina One

To: janell03@comcast.net

Sent: Tue, 15 Sep 2009 15:29:02 +0000 (UTC)

Subject: camp ave



I'd like to schedule a face to face meeting with you on Thursday. I will be available after 12:00. Please let me know what works best for your schedule.

Thanks,

Janell

----- Original Message -----

From: "George Gardner @ Carolina One" ggardner@carolinaone.com  
To: janell03@comcast.net  
Sent: Tuesday, September 15, 2009 6:56:32 PM GMT -05:00 US/Canada Eastern  
Subject: Re: camp ave

Janell,

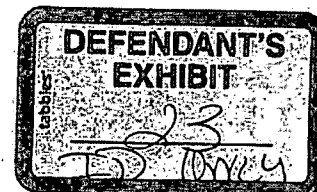
The contract is contingent on the seller having Mr Drew grant permanent access. That has never changed and won't. If that contingency is not met we will not close. My point is the price. It doesn't seem as though the seller is willing to come down on the price very much and if the price can't be agreed upon the other contingencies are not important. I understand Mr Drew was interested in purchasing the land so maybe he has made them an offer which allows them to get close to the price they want without the other contingencies. When you give me the price you want to pay the only thing that would change is the price (if the seller agrees) and if we need to extend the closing again we'll do that.

George

---

Charlotte Bova & Associates  
Carolina One Real Estate - Charleston Central Office  
873 Orleans Road, Suite 102, Charleston, SC 29407  
843-763-5765 home office 843-202-3608 e-fax  
www.CharlotteBova.com - Team@CharlotteBova.com

Charlotte Bova (Listing Specialist)  
George Gardner (Closing Manager)  
Beth Hamlin-Brown (Administrative Coordinator)  
John Stocker (Buyer's Specialist)



Also, knowing that Ms. Miller will extend the contract gives us some sense of relief.

Hate to press the issue.....but.....do we have any idea when Edisto Title will be able to complete their work and do you have any idea of a time frame for a closing date? I know the closing date may be impossible to answer now. We're not in SO much of a hurry now knowing that Ms. Miller will extend the contract.

Thanks.....again,  
Janell

----- Original Message -----

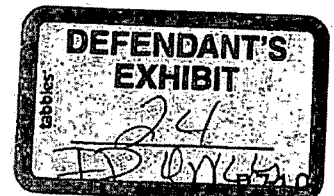
From: "Ashley Andrews" drew@lafondlaw.com  
To: janell03@comcast.net

Cc: "Ashley Richardson" ashley@lafondlaw.com, "George' 'Gardner"  
George@charlottebova.com, "Catherine LaFond" catherine@lafondlaw.com  
Sent: Wednesday, October 14, 2009 10:57:58 AM GMT -05:00 US/Canada Eastern  
Subject: RE: Closing for Camp Ave.

Janell,

Part of our job at closing is to make sure that the property you are buying is has marketable title. Marketable title means that the land you are purchasing is free of defects so that you, in turn, could sell the property to someone else. A question over whether or not there is access to the property clouds the title and potentially makes it unmarketable. I hope this helps explain why we are taking so much time in trying to determine who owns the road and whether or not Mr. Drew can later on deny you access to your property. If we ignored this issue and a few years from now Mr. Drew doesn't allow you to use the road anymore, we will have breached our duty to you and we would be liable to you for this breach.

Our title insurance company has asked me to find out who owned the land before there was a road. I have, in turn, asked Edisto Title if their search shows this. I am waiting to hear back from them. We ultimately need to determine who owns the land under the road if it has never been dedicated to the public or taken over by the county. Because Colleton is a rural county, the records aren't as thorough as, for example, Charleston County's records. This is part of the reason why this is taking so long. The title insurance company has the final say on what we have to do to clear up this access issue because they are the ones who will ultimately be responsible for insuring that there is marketable title.



No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.421 / Virus Database: 270.14.13/2432 - Release Date: 10/13/09  
06:35:00

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.421 / Virus Database: 270.14.13/2432 - Release Date: 10/14/09 06:33:00

**Wed Oct 14 2009 09:07:53 GMT-0700 (PDT)**

ID: 12453ce321b07d83

From: catherine@lafondlaw.com

To: Janell Nettles <janell03@comcast.net>

CC: Ashley Andrews <drew@lafondlaw.com>, Ashley Richardson <ashley@lafondlaw.com>, George@charlottebova.com

Janell: sorry about getting cut off this morning - my phone has been acting up since I upgraded. We need actual access to the property. Will Mr. Drew just give you a key/password? An easement will only serve to protect you - it doesn't confer ownership to Mr. Drew. This is the safest way to go and what I have always contended we needed to be. Whether the title company will require it or not will depend on what the title work says AND if actual access is given. A letter from Mr. Drew will not satisfy this requirement. Sent via BlackBerry by AT&T  
From: janell03@comcast.net  
Date: Wed, 14 Oct 2009 14:21:47 +0000 (UTC)  
To: Ashley Andrews drew@lafondlaw.com  
Cc: Ashley Richardson ashley@lafondlaw.com; George 'Gardner' George@charlottebova.com; Catherine LaFond catherine@lafondlaw.com  
Subject: Re: Closing for Camp Ave.

All,

Again, thank you everyone for all the attention you have given this case !!!! We really do appreciate the extra effort this is taking.



P711

George - that's good news about Ms. Miller willing to take yet another extension. I guess at this point in time it is wise to get that completed. Although of course - yes - we want the closing to happen as soon as possible.

Ashley - please keep us updated on what the title insurance company requires. Can you help me understand the road access issue...in legal terms. If the title company can't find a conclusive answer to the ownership, would it be safe (protect us legally) to simply get Mr. Drew to agree to never restrict access due to the gate that has been placed across Camp Ave? Would this meet the title company's requirement for closing. I'm leary of getting an "easement" from Mr. Drew because to me that implies he owns the road. Tell me if I'm all wrong with that statement. If Mr. Drew agrees to give access through the gate and if it were to become an issue in the future, would (could the) the burden of proof of ownership be put on him?

Thanks,  
Janell

----- Original Message -----

From: "Ashley Andrews" drew@lafondlaw.com  
To: janell03@comcast.net, "George 'Gardner' George@charlottebova.com, "Catherine LaFond" catherine@lafondlaw.com  
Cc: "Ashley Richardson" ashley@lafondlaw.com  
Sent: Wednesday, October 14, 2009 9:43:18 AM GMT -05:00 US/Canada Eastern  
Subject: RE: Closing for Camp Ave.

There is still a big hurdle to overcome with the access issue. We still have to get the OK from our title insurance company to close on this property. I have asked them to look over the road issue in light of the fact that there is no record of who owns it and I am waiting to hear back from them.

While it is encouraging that Mr. Drew seems cooperative, I don't want us to get ahead of ourselves. Janell, I don't want you to make a trip to our office if it isn't necessary. I will make sure I update you as soon as I hear back from our title insurance company. Also, I have not gotten a report from Edisto title yet. Once I have it, I will forward it on. Thanks.

Ashley G. Andrews  
catherine e. lafond, pa  
544 Savannah Highway  
Charleston, South Carolina 29407



P712

Please draw up a simple letter....non-assuming of Mr. Drew's ownership of the road because I would like to continue the search of the road status.....and have it ready for me to pick this afternoon.

Ted will deliver the letter to Mr. Drew on Thursday (15th) so that you will have it back in your office on Friday.

Catherine - I assume your office can be ready to close by the 22nd?  
George - I assume that your office and Ms. Miller are also prepared to close by the 22nd.

Please.....let's get this thing behind us!

Janell and Ted

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.421 / Virus Database: 270.14.13/2432 - Release Date: 10/13/09 06:35:00

**Wed Oct 14 2009 07:57:58 GMT-0700 (PDT)**

ID: 124538e30903598a

From: Ashley Andrews <drew@lafondlaw.com>

To: janell03@comcast.net

CC: Ashley Richardson <ashley@lafondlaw.com>, George' Gardner <George@charlottebova.com>,  
Catherine LaFond <catherine@lafondlaw.com>

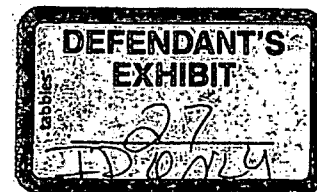
Janell,

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County's records.

This is part of the reason why this is taking so long. The title insurance company has the final say on what we have to do to clear up this



## Camp Ave (lack of) Progress

Messages in thread 6

**Tue Nov 10 2009 04:12:55 GMT-0800 (PST)**  
ID: 124de02c84b36c2f  
From: janell03@comcast.net  
To: Bova's Team <cabova@gmail.com>  
CC:

George and Beth,

Even though we were promised and assured that we would have the report from Edisto Title this past Friday, we have yet to see it. We received a package of title work, or I guess I should say, I had to go pick up the package Friday evening after having to ask for something again. Ted had to call Catherine and her office to get what we did. Ted received a return call from Catherine stating that the road is private and that we need an easement....which we really don't believe. I had the surveyor look at the paperwork and he said that the paperwork did not indicate that Camp Ave. is private.

We are no longer confident that Edisto Title or Catherine LaFond's office are working in our best interest. Catherine has stated 3 separate times that we should find someone else to do the work....maybe we should have listened to her.

I really need to speak with you on how to proceed. Can you please give me a call at work this morning after 8:00 or let me know a good time to call you.

Thanks,  
Janell

**Tue Nov 10 2009 05:35:28 GMT-0800 (PST)**  
ID: 124de4e5df5850c4  
From: janell03@comcast.net  
To: "George Gardner @ Carolina One" <ggardner@carolinaone.com>  
CC:

Thanks - I'll give him a call. Talk to ya this afternoon.

----- Original Message -----

From: "George Gardner @ Carolina One" ggardner@carolinaone.com  
To: janell03@comcast.net  
Sent: Tuesday, November 10, 2009 8:06:11 AM GMT -05:00 US/Canada Eastern  
Subject: Re: Camp Ave (lack of) Progress

Janell,

I will call you after 12 noon. I have to go to 4 houses but will call you when I return. In the meantime I would call Nathan Davis at 571-4042. Explain to him what is going on and see if he can be of



## Camp Ave. Search

Messages in thread 4

**Fri Nov 06 2009 13:37:50 GMT-0800 (PST)**

ID: 124cb6e8a42c594e

From: Ashley Andrews <drew@lafondlaw.com>

To: janell03@comcast.net

CC: Ashley Richardson <ashley@lafondlaw.com>, catherine@lafondlaw.com, cabova@gmail.com

We have the search in and the search has concluded that Camp Ave. is county maintained from Hope Plantation Rd.

up to where Polite Rd.

intersects Camp Ave.

From the intersection of Polite

Road on, it is a private road. It cannot be determined from the Colleton

County records when the road was put there. We will have to go through the deeds and plats to find out which land owner you will need an easement from but is inevitable that you will need an easement.

Attached

please find the title search. We will email you our breakdown of the deeds/plats once completed and reviewed by Chicago Title.

Ashley G. Andrews

catherine e.  
lafond, pa

544 Savannah Highway

Charleston, South Carolina 29407

843-762-3554 (phone)

843-377-0111 (fax)

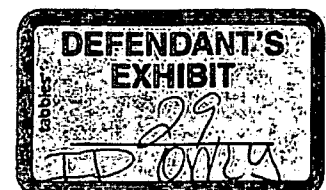
**Mon Nov 09 2009 11:08:46 GMT-0800 (PST)**

ID: 124da5927034ef86

From: Ashley Andrews <drew@lafondlaw.com>

To: jbevon@bevonlawfirm.com

CC: Catherine LaFond <catherine@lafondlaw.com>, cabova@gmail.com, Ashley Richardson <ashley@lafondlaw.com>



Carolina One Real Estate - Charleston Central Office

873 Orleans Road, Ste 102, Charleston, SC 29407

843-763-5765 home office - 843-202-3608 fax

Charlotte Bova (Listing Specialist)

George Gardner (Sales Agent & Closing Manager)

Beth Hamlin-Brown (Transaction Coordinator)

John Stocker (Buyer's Specialist)

Jennifer Turner (Administrative Assistant)

**Wed Nov 18 2009 15:10:26 GMT-0800 (PST)**

ID: 125098fa2013c4d9

From: janell03@comcast.net

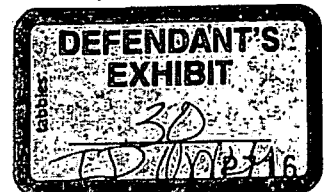
To: team@charlottebova.com

CC:

Beth,

Tommy assures me, as of last night, (and knowing of Mr. Drew's Thurs. appointment) that we can still close by the 30th. The access issue, I don't think will be resolved....so I'm not sure what to do.....do we close without access or ask for another short (10 or 15 day) extension. I really would hate to ask for another extension but Ms. Miller has to realize that as of right now, she would not be able to sell the property as it is unless she had another cash buyer who is willing to make a purchase without access. We met with Mr. Drew and his wife on Sunday. It was not a good meeting at all! He still insists that the Camp Ave. is his private road, they even told us they pay taxes on the road....which is absolutely not true because the surveyor would have found this in the records!

We met with Mr. Drew a couple weeks ago and showed him a map that I had recieved from the Colleton Co. Floodplan Mgt office showing that his proposal to provide an easement around his TM #003 property would entail crossing wetlands.....and that he really needed to get with his attorney because the access issue is a legal matter. We also showed him on the map where we intend to access the property, from Camp Ave directly. So, this Sunday, he proposed yet another access point a little further down the road....crossing over his TM #003 and over wetlands again and just a short distance shy of the Miller property. He even suggested that we just do what it takes to close and then we can do whatever we want....ignoring Federal wetland crossing rules! He his not living in this century and is VERY, VERY obsessed with the gate, the road and absolutely does NOT want us coming down the road. He also said he writes up a 3 year agreement with the other land owners behind the gate for access???? Not sure what that's all about. Ted spoke to Mr. Drew last night and he said that after Sunday's meeting that he would not be so "giving" from now on. Maybe Tommy was right from the beginning that we just



need to sue him for access and be done with it.  
Mr. Drew is supposed to see his attorney Thursday morning and Ted is going to call him early Thursday afternoon. We are to contact Tommy after that.  
Any suggestions would be welcome! What a mess!  
Tks,  
Janell

----- Original Message -----

From: "Bova's Team @ Carolina One Real Estate" cabova@gmail.com  
To: janell03@comcast.net

Sent: Wednesday, November 18, 2009 10:24:19 AM GMT -05:00 US/Canada Eastern  
Subject: Re: Nettles - Camp

how are we looking after your meeting with Tommy Brush?

Let us know if you have any questions. Thank you!

Beth Hamlin-Brown

---

Charlotte Bova & Associates  
Carolina One Real Estate - Charleston Central Office  
873 Orleans Road, Ste 102, Charleston, SC 29407  
843-763-5765 home office - 843-202-3608 fax

Charlotte Bova (Listing Specialist)  
George Gardner (Sales Agent & Closing Manager)  
Beth Hamlin-Brown (Transaction Coordinator)  
John Stocker (Buyer's Specialist)  
Jennifer Turner (Administrative Assistant)

**Thu Nov 19 2009 07:58:43 GMT-0800 (PST)**

ID: 1250d2abe4ab00d2

From: janell03@comcast.net

To: "George Gardner @ Carolina One" <ggardner@carolinaone.com>

CC:

I'll let you know what comes out of Ted and Mr. Drew's conversation, and then our conversation with Tommy this afternoon.

----- Original Message -----

From: "George Gardner @ Carolina One" ggardner@carolinaone.com  
To: janell03@comcast.net

Sent: Thursday, November 19, 2009 8:56:05 AM GMT -05:00 US/Canada Eastern

## Purchase of Camp Ave.

Messages in thread 1

Fri Nov 20 2009 04:01:47 GMT-0800 (PST)

ID: 12511783a0923362

From: janell03@comcast.net

To: "Gardner, George" <George@charlottebova.com>

CC:

George,

Ted and I are going to proceed with the purchase.

Please do what needs to be done to adjust the contract.

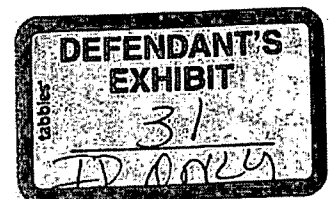
I will call Tommy Brush when I get in to my office this morning. Do you need to coordinate anything with him?

We are also trying to get the boundry survey completed by next week.

Please let me know when the contract is ready so that if Ted needs to provide his signature I can get it to him at work today.

Both you and Tommy have stated that SC state law says that you can not be denied access to your property. Can you please tell me where I might find this staute? I'd just like to see it for myself.

Thanks,  
Janell



----- Original Message -----

Subject: Re: Camp Road - Colleton County abstractors

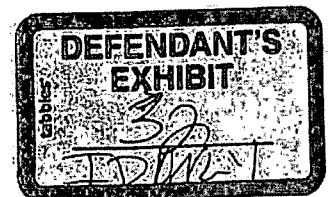
Date: Thu, 24 Sep 2009 16:15:04 +0000 (UTC)

From: janel03@comcast.net

To: catherine@lafondlaw.com

CC: Ashley Richardson ashley@lafondlaw.com, Ashley Andrews drew@lafondlaw.com, team@charlottebova.com

Now Mr. Drew has now erected a new (second) gate....we went to the property on Monday and discovered the beginnings of a new gate. We don't know Mr. Drew's intentions....he knows we are still pursuing the property.....he has told us that he would put in a different locking system from what is there now. Today the "current \ old" gate has padlock and key. The new gate may be keypad or card access, we don't know because it's not finished. We are very concerned about the new gate placement (see the DeLorme attachment) We don't know if he is putting in a new gate with a new locking system...or if he intends to pursue the easement around his property that he had proposed to the former buyer. Which by the way....the easement he had proposed is all wrong....it would go over wetlands and is not up to county code which states you can only create an easement if you are subdividing property.



To: catherine@lafondlaw.com  
CC: Ashley Richardson <ashley@lafondlaw.com>, Ashley Andrews <drew@lafondlaw.com>, team@charlottebova.com

All,

Ted and I feel very strongly about finding out the real legal status of the road - private vs public. Right now the Miller's say it's public and Mr. Drew says it's private. We are going to be living on this property for a very long time and we don't ever want this to come up again.

It is my understanding that this road has a long disputed history. If you look at the maps, (DeLorme Street Atlas or Google for example) you will see that Camp and Polite come together (again) at the left edge of the Miller property. What we are told by the Miller's is that year's ago there was a dispute about the road and one of the parties built a barn in the middle of the road...the barn is very old but still there today....so this is why the maps show Polite and Camp meeting at the barn site.

We are also told by the Miller's that years ago (maybe the 1950's or 60's) a Drew relative put up a gate at the current location and nobody minded because the Miller property was unoccupied and nobody ever accessed the property. Ms. Miller tells me that Mr. Drew is VERY protective of the road. He has always allowed Ted to obtain a key when we need access and we put the key back. However, when Mr. Drew found out that we were still purchasing the property despite the perk test not passing, he seemed a bit unaccepting.

Now Mr. Drew has now erected a new (second) gate....we went to the property on Monday and discovered the beginnings of a new gate. We don't know Mr. Drew's intentions....he knows we are still pursuing the property.....he has told us that he would put in a different locking system from what is there now. Today the "current \ old" gate has padlock and key. The new gate may be keypad or card access, we don't know because it's not finished. We are very concerned about the new gate placement (see the DeLorme attachment) We don't know if he is putting in a new gate with a new locking system...or if he intends to pursue the easement around his property that he had proposed to the former buyer. Which by the way....the easement he had proposed is all wrong....it would go over wetlands and is not up to county code which states you can only create an easement if you are subdividing property.

Somehow Mr. Drew had the easement added to the survey....this was when the former buyer was looking at the property. The survey has not been recorded....and will not be recorded. I don't know that Mr. Drew is aware that this survey as drawn would not meet the county code.

When I tried to research the status of the road myself, I came up with no real conclusions.

I do know that Colleton County signage states that county roads have green street signs and private roads have blue signs. There are only green Camp Ave signs.

We'd really rather take the time now to settle this once and for all.

If we need to pursue an easement from Mr. Drew, then we will have to address it. If this is necessary, I assume that since the property butts up to Camp Ave. that we can require (ask for) access to the property there and not as Mr. Drew has proposed....around his property??? What is the legal norm?

If Ted and I need to come into the office to discuss this, please let me know.

Thanks,  
Janell

----- Original Message -----

From: catherine@lafondlaw.com  
To: team@charlottebova.com  
Cc: "Ashley Richardson" ashley@lafondlaw.com, "Ashley Andrews" drew@lafondlaw.com, "Janell Nettles" janell03@comcast.net  
Sent: Thursday, September 24, 2009 10:27:45 AM GMT -05:00 US/Canada Eastern  
Subject: Re: Camp Road - Colleton County abstractors

If he is putting up a roadblock then access will be denied in actuality if not legally. It would be more prudent and efficient to get easement from neighbor claiming ownership then to have to litigate right to access.

Sent via BlackBerry by AT&T

-----Original Message-----

From: "Bova's Team @ Carolina One Real Estate" cabova@gmail.com

Date: Thu, 24 Sep 2009 10:11:00  
To: catherine@lafondlaw.com  
Cc: team@charlottebova.com; Ashley Richardsonashley@lafondlaw.com; Ashley Andrews drew@lafondlaw.com; Janell Nettlesjanell03@comcast.net  
Subject: Re: Camp Road - Colleton County abstractors

actually the new contract spells out that it becomes null & void if clear access cannot be gained (either by determining that the road is public, or by getting an easement if private) the problem Janell see is that an easement is useless if it turns out the road is public, hence the request for the title work on the road to confirm whether it is private or public first. Therefore, it is of utmost priority to get the title work done, so that there is still time to pursue alternatives if the road is not public.

Let us know if you have any questions. Thank you!

Beth Hamlin-Brown

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Charlotte Bova & Associates  
Carolina One Real Estate - Charleston Central Office

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM COLLETON COUNTY  
Court of Common Pleas

Doyet E. Early, III, Circuit Court Judge  
Trial Court Case No. 2010-CP-15-00247

Appellate Case No.: 2016-000477

Ted A. Nettles and Janell B. Nettles,

Appellants,

v.

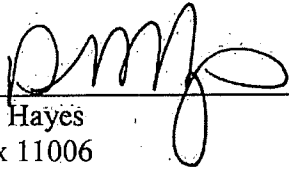
Sylvester Guess Drew, Jr., Debra Drew,  
and Colleton County,

Respondents.

CERTIFICATE OF COUNSEL

I certify that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

March 10, 2017

  
\_\_\_\_\_  
Dean A. Hayes  
P.O. Box 11006  
Columbia, SC 29211  
(803) 765-2968  
Attorney for Appellants

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM COLLETON COUNTY  
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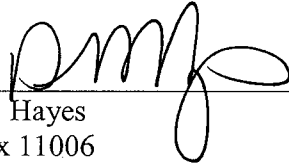
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