

ORIGINAL

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CARMEN T. MULLEN, PRESIDING JUDGE

CASE NO: 2010-CP-07-5231

ALBERT JACKSON, JR.,

Appellant,

v.

LEOPARDO COMPANIES, INC.,
SWAMP FOX UTILITIES, L.L.C.,
LCK CONSTRUCTION SERVICES,
LLC, AND CITY OF BEAUFORT,

Respondents.

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SC Court of Appeals

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT

CIVIL ACTION NO. 2010-CP-07-5231

ALBERT JACKSON, JR.,

Plaintiff,

v.

LEOPARDO COMPANIES, INC.,
SWAMP FOX UTILITIES, L.L.C., LCK
CONSTRUCTION SERVICES, LLC,
AND CITY OF BEAUFORT,

Defendants.

ORDER GRANTING SUMMARY
JUDGMENT

2011 JUN 23 PM 3:26
J. B. COLEMAN
BEAUFORT COUNTY, S.C.
CLERK OF COURT

This matter came before me on June 7, 2011 for a hearing on the Defendants' Motions for Summary Judgment. The Plaintiff was represented by James Moss, Esquire. Defendant Leopardo was represented by David Black, Esquire; Defendant LCK was represented by Emily Gifford, Esquire from Columbia; Defendant Swamp Fox was represented by William Young, Esquire; and Defendant City of Beaufort was represented by William Harvey, Esquire. In addition to the arguments advanced by Plaintiff's counsel, at the Plaintiff's request, the Court also received testimony from Plaintiff Albert Jackson and his sister Valerie Jackson. For the reasons set forth below, I find there is no genuine issue of material fact, and the Defendants are therefore entitled to Summary Judgment.

This action was filed by the Plaintiff seeking damages against the Defendants for the value of a house allegedly demolished in connection with the construction of the Municipal Government Center by the City of Beaufort (City). The Plaintiff claims that he and his family owned the house

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and the Defendants wrongfully demolished the structure without notice or compensation. Defendants counter by alleging the City owned the lot on which the house was located, and the City was therefore justified in removing the house as part of the Municipal Center construction¹.

STANDARD OF REVIEW

Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC. To determine if any genuine issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the nonmoving party. *Sauner v. Pub. Serv. Auth. of S.C.*, 354 S.C. 397, 404, 581 S.E.2d 161, 165 (2003). Further, "in cases applying the preponderance of the evidence burden of proof, the nonmoving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-South Management, Inc.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

"The purpose of summary judgment is to expedite disposition of cases that do not require the services of a fact finder." *George v. Fabri*, 345 S.C. 440, 452, 548 S.E. 2d 868, 874 (2001). "Summary judgment is appropriate in those cases in which plain, palpable and undisputable facts exist on which reasonable minds cannot differ." *Priest v. Brown*, 302 S.C. 405, 408, 396 S.E.2d 638, 639 (Ct. App. 1990). "It is not sufficient that one create an inference that is not reasonable or an issue of fact that is not genuine." *Id.*

¹The Defendants consist of the City, and contractors working for and under the City, in the construction of the City's Municipal Government Center. Whereas each of the Defendants filed its respective Motion for Summary Judgment, the basis for each motion is the ownership by the City of the lot on which the house was located. At the hearing, all the Defendants joined in the argument and presentation of the City.



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Once the moving party meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings but must come forward with specific facts showing there is a genuine issue for trial. Rule 56(e), SCRPC; *Boone v. Sunbelt Newspapers, Inc.*, 347 S.C. 571, 556 S.E.2d 732 (Ct. App. 2001). Specifically, Rule 56(e) states in pertinent part:

When a motion for summary judgment is made and supported as provided in this rule, and adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him.

"A court ordinarily will not consider statements of fact presented only in an attorney's argument in determining whether a genuine issue of material fact exists sufficient to preclude summary judgment." *West v. Gladney*, 341 S.C. 127, 135, 533 S.E.2d 334, 338 (Ct. App. 2000).

ANALYSIS

Plaintiff's verified complaint alleges that the Plaintiff "is the owner of the parcel of land located on Lovejoy Street, known as Lot 26, Higgonsville." The complaint further alleges that the residence which was demolished was located "on a lot shown with an address of 1907 Lovejoy Street."² Defendants presented plats, appraisals and other documents of record showing that the house in question was in fact located on lot 26 Higginsonsville, 1907 Lovejoy Street. Although Plaintiff's counsel argued that the house may have been located on 1905 Lovejoy Street, he acknowledged that he could not produce any document of record showing that the house was

²At the hearing, Plaintiff's counsel made the statement that he had sent a letter to opposing counsel stating that the lot which he meant to reference was 1905 Lovejoy Street. However, no such letter was produced, there was no motion to amend the complaint, and no such motion was made at the hearing.

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located on 1905 Lovejoy Street. I find there is no genuine issue of material fact that the house in question was located on Lot 26 Higgonville, 1907 Lovejoy Street.

The parties submitted numerous documents at the hearing, all of which were marked as Court's exhibits. City presented a recorded deed wherein it purchased Lot 26 Higginsonville (Tax parcel 182) from Daniel Green on May 22, 2003. Since Daniel Green claimed title to the property as the sole surviving heir of William Jones, the City also filed a Quiet Title Action on February 19, 2004 (Civil Action No. 2004-CP-07-0349). In this action, a Guardian ad Litem was appointed to represent all "unknown party Defendants, resident or non-resident, who may be minors, *non compos mentis*, in the Armed Forces, or under any other disability." Service of process was effected by an Order of Publication, as well as service upon the GAL. Following a hearing, by Order dated September 24, 2004, the Beaufort County Master-in-Equity ruled as follows:

I hereby declare and order that, as of the date of his deed to the City of Beaufort, Daniel Green was seized and possessed of fee simple title to the subject real property described in the Complaint, free and clear of all encumbrances and claims of others, that he was empowered to and did in fact convey free and clear title to the City of Beaufort on March 22, 2003, and that Plaintiff City of Beaufort is the owner of the fee simple title to said property."³

Whereas Plaintiff presented tax receipts and other documents showing ownership of 1905 Lovejoy Street, no document was presented showing that the house in question was located on 1905 Lovejoy Street. Defendants admit that the Plaintiff may own 1905 Lovejoy Street. However, there is no evidence that the Defendants did any work or otherwise altered or damaged 1905 Lovejoy. The only evidence presented is that the house which was demolished is located on 1907 Lovejoy Street, and that City is, and has been the record owner of 1907 Lovejoy since 2003.

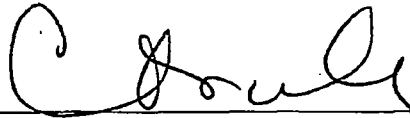
³There was no appeal of this Order, and Plaintiff has not initiated any proceeding or filed any motion to challenge this Order. As such, it is the law of the case.



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For these reasons there is no genuine issue of material fact as to the ownership of the lot and house that were cleared by the Defendants in connection with construction of the Municipal Government Center. Defendants cannot be held liable for demolishing a structure that the City owned. Summary Judgment for the Defendants must therefore be **GRANTED**.

AND IT IS SO ORDERED.



The Hon. Carmen T. Mullen
Circuit Court Judge

Beaufort, South Carolina

6.27, 2011



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STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ALBERT JACKSON, JR.,)

Plaintiff,)

vs.)

LEOPARDO COMPANIES, INC., SWAMP FOX
UTILITIES, L.L.C., LCK CONSTRUCTION
SERVICES, LLC, AND CITY OF BEAUFORT,)

Defendants.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVER SHEET

2010-CP-07- 5231

2010 OCT 22 PM 3:59
JERRI ANN ROSEHEAD
BEAUFORT COUNTY, S.C.
CLERK OF COURT

(Please Print)

Submitted By: James H. Moss

Address: Post Office Box 507

Beaufort, South Carolina 29901-0507

SC Bar #: 4220

Telephone #: 843-524-3373

Fax #: 843-524-1302

Other: _____

E-mail: jim@mossandkuhn.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.

☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.

☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.

☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

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

Submitting Party Signature: _____

Date: 10/18/10

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

SCCA / 234 (11/09)

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

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

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

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

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

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
CASE NUMBER: 2010-CP-07- 5231

ALBERT JACKSON, JR.,)
Plaintiff,)

v.)

SUMMONS

LEOPARDO COMPANIES, INC.,)
SWAMP FOX UTILITIES, L.L.C.,)
LCK CONSTRUCTION)
SERVICES, LLC, AND CITY OF)
BEAUFORT,)
Defendants.)

2010 OCT 22 PM 3:59
JERRI ANN JOHNSON
BEAUFORT COUNTY, S.C.
CLERK OF COURT

TO: LEOPARDO COMPANIES, INC., SWAMP FOX UTILITIES, L.L.C., LCK
CONSTRUCTION SERVICES, LLC, AND CITY OF BEAUFORT, DEFENDANTS
HEREIN:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this
action, a copy of which is herewith served upon you, and to serve a copy of your Answer
upon the subscriber at his office, MOSS, KUHN & FLEMING, P.A., Post Office Drawer
507/1501 North Street, Beaufort, South Carolina 29901-0507, within thirty (30) days from
the date of service hereof; exclusive of the day of such service; and if you fail to answer
the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for
a judgment by default and the relief demanded in the attached Complaint.

MOSS, KUHN & FLEMING, P.A.

By: 

JAMES H. MOSS

Beaufort, South Carolina
October 18, 2010

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STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
CASE NUMBER: 2010-CP-07-5231

ALBERT JACKSON, JR.,)
Plaintiff,)

v.)

COMPLAINT
(Jury Trial Requested)

LEOPARDO COMPANIES, INC.,)
SWAMP FOX UTILITIES, L.L.C.,)
LCK CONSTRUCTION)
SERVICES, LLC, AND CITY OF)
BEAUFORT,)
Defendants.)

2010 OCT 22 PM 3:59
JERRI ANN FOSTER
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The Plaintiff, complaining of the Defendants, alleges:

FOR A FIRST CAUSE OF ACTION

NEGLIGENCE

1. That the Plaintiff is a resident of Beaufort County, State of South Carolina, and is the owner of "ALL that certain piece, parcel or lot of land, located on Lovejoy Street, known as Lot 26, Higgonville," and the subject of this action is property located in the City of Beaufort, County of Beaufort, State of South Carolina.

2. That the Defendant, Leopardo Companies, Inc., is a corporation, owning property and doing business in Beaufort County, State of South Carolina, and, apparently, has contracted with the City of Beaufort for the construction of property for the City Police Department located on Hwy. 21, Beaufort County, State of South Carolina. The Defendant, Leopardo Companies, Inc., is a corporation, organized and existing, in the State of Illinois, with a corporate service company at 5000 Thurmond Mall Boulevard, Columbia, South Carolina 29201.

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3. That the Defendant, Swamp Fox Utilities, L.L.C., is a limited liability company, organized and existing under and by virtue of the laws of the State of South Carolina, and owns property and does business in Beaufort County, State of South Carolina.

4. That the Defendant, LCK Construction Services, LLC, is a limited liability company, organized and existing under and by virtue of the laws of the State of South Carolina, and owns property and does business in Beaufort County, State of South Carolina.

5. That the Defendant, City of Beaufort, is a municipal corporation, organized and existing under and by virtue of the laws of the State of South Carolina, which has contracted for services of the Defendants herein for the purpose of land clearing and construction on property located in the City of Beaufort, County of Beaufort, State of South Carolina.

6. That, at all times herein, the Plaintiff was the owner of a lot shown with an address of 1907 Lovejoy Street, located in the City of Beaufort, County of Beaufort, State of South Carolina, upon which the Plaintiff had a residence within which Plaintiff had numerous items of personal property owned by the Plaintiff, which property was subsequently damaged and destroyed by the Defendants herein.

7. That on or about December, 2007 or January, 2008, the Defendants, jointly and severally, in an effort to clear property for construction of municipal facilities, bulldozed the Plaintiff's house, including numerous items of personal property therein, causing substantial damages to this Plaintiff, including, but not limited to, the total loss of the value

of his residence, the loss of numerous items, some of which were new within the residence, and a complete loss of the value of his property.

8. That the damages sustained by this Plaintiff were due to and caused by and were the direct and proximate result of the careless and reckless acts and conduct of the Defendants, Swamp Fox Utilities, L.L.C., LCK Construction Services, and LLC, Leopardo Companies, Inc., by the City of Beaufort, all by and through their agents, servants and employees, in bulldozing and totally destroying the Plaintiff's property in the following particulars, to-wit:

- a. In failing to properly ascertain which pieces of property were part of the project prior to bulldozing or clearing the land;
- b. In failing to notify the Plaintiff herein of the actual or potential destruction of his residence;
- c. In bulldozing and taking the Plaintiff's property without ascertaining the correct area of construction;
- d. In taking the items of personal property from within the Plaintiff's residence;
- e. In failing to review maps, plats or other documentation to ascertain if, in fact, the property was owned by the Plaintiff;
- f. In disregarding the Plaintiff's right to receive notice of the taking and, in fact, bulldozing his property, and totally destroying the same, without notice to the Plaintiff;
- g. In failing to exercise the degree of care as required by the circumstances and conditions then and there existing;

h. In failing to have an engineer or other specialist indicate the areas to be taken;

i. In failing to receive a plat, diagram or other map indicating the areas to be taken and bulldozed;

j. In failing to have the proper title work done on the property to ascertain that, in fact, the property had been condemned;

k. In failing to comply with the contract of the City of Beaufort or with the general contractor in bulldozing the property; and

l. In knowing there was a residence on this property, and in allowing a contractor to destroy the property.

9. That by reason of the careless and reckless acts and conducts of the Defendants as above set forth, this Plaintiff was damaged in the following particulars, to-wit:

That he lost the total value of his residence; that he lost the value of his personal property and substantial items within the residence; that he has lost the use and the value of those items; that he has lost the value of his residence; that, more particularly, the Plaintiff should be entitled to punitive damages, or exemplary damages, as a result of the negligence, carelessness and recklessness of the Defendants, as he indicates that not even slight care was used in the preparation and construction of the property; that the Plaintiff believes he is entitled to a substantial award of damages, both actually and punitively, as may be awarded by the jury.

FOR A SECOND CAUSE OF ACTION

CONVERSION

10. That the allegations of the First Cause of Action are re-alleged and adopted as a part of this Cause of Action as if stated verbatim herein.

11. That the Plaintiff herein was the owner of the residence located at 1907 Lovejoy Street and, additionally, was the owner of a substantial amount of personal property located in said residence, which was taken, damaged and destroyed by the Defendants, their agents, servants and employees, as provided in Paragraph 9.

AS TO DEFENDANTS, LCK CONSTRUCTION SERVICES, LLC,
LEOPARDO COMPANIES, INC. AND SWAMP FOX UTILITIES, L.L.C.

TAKING

12. That the damages sustained by this Plaintiff were due to and caused by and were the direct and proximate result of the careless and reckless acts and conduct of LCK Construction Services, LLC, Leopardo Companies, Inc. and Swamp Fox Utilities, L.L.C., as agents of the City of Beaufort, and the City of Beaufort, by and through their agents, servants and employees, in the taking of property within the residence, the residence, and causing substantial damages to this Plaintiff as are hereinafter more particularly set forth.

13. That the damages sustained by this Plaintiff to the personal property within the residence were due to and caused by and was a taking of the Plaintiff's property without due process of law, and without any notice or other knowledge to the Plaintiff.

14. That as a direct and proximate result of the taking of the Plaintiff's property, the Plaintiff has lost the value thereof, and has caused an inverse condemnation of the Plaintiff's property to their loss and detriment as provided by law.

WHEREFORE, Plaintiff prays for judgment against the Defendants in such amounts as may be awarded by the jury, for such actual, punitive and exemplary damages as may be awarded by the jury.

AS TO THE DEFENDANT, CITY OF BEAUFORT

15. That the Plaintiff is a resident of Beaufort County, and was at all times the owner of property located on Lot 26, Higgonville Subdivision, more specifically designated on Beaufort plats as 1907 Lovejoy Street, upon which apparently the City of Beaufort had planned to construct municipal facilities for the use by the City of Beaufort.

16. That the City of Beaufort, without notice to the Plaintiff herein, and contrary to the law of the State of South Carolina, committed a taking to the property of the Plaintiff, totally damaging, destroying and removing the Plaintiff's property, and his residence, with items of personal property therein, amounting to a taking, without due process of law under the Constitutions of the State of South Carolina and United States, by causing to the Plaintiff the loss of the value of said property, and personal property contained therein, for which the Defendants', their agents, servants and employees, should be responsible.

17. That the City of Beaufort, without a proper investigation as to the real title to this property, ownership and use of the house thereon and property therein, and without any notice to this Plaintiff, took the real and personal property of the Plaintiff herein.

FOR A THIRD CAUSE OF ACTION

18. That the allegations of the First Cause of Action and Second Cause of Action are re-alleged and adopted as a part of this Cause of Action as if stated verbatim herein.

19. That the Plaintiff is a resident of Beaufort County, State of South Carolina, and the owner of the property located at 1905 and 1907 Lovejoy Street, including the residence and personal property therein.

20. That the Defendant, City of Beaufort, by and through its agents, servants and employees, and possibly through the contractual services of other individuals, through their negligence, recklessness, acts and conduct, caused the Plaintiff's property to be totally damaged and destroyed, all through the negligence of the City of Beaufort's agents, servants and employees.

21. That the damages sustained by this Plaintiff were due to and caused by and were the direct and proximate result of the careless and reckless act and conduct of the City of Beaufort, its agents, servants and employees, in one or more of the following particulars, to-wit:

a. In failing to ascertain the total area to be used for the construction of municipal facilities;

b. In failing to properly plat or diagram the area to be taken;

c. In failing to condemn the property, the subject of this action, and pay the Plaintiff just compensation, as provided by the Constitution of the State of South Carolina;

d. In failing to properly contract for the services of the removal of the Plaintiff's house and personal property, and incorrectly ascertaining the areas to be taken

by the City of Beaufort, its agents, servants and employees, or persons contracted with the City of Beaufort;

- e. In failing to properly survey the area of the property to be taken;
- f. In failing to contact or give the Plaintiff herein notice of the taking and destruction of the residence; and
- g. In failing to exercise the degree of care as required by the circumstances and conditions then and there existing.

22. That as a direct and proximate result of the careless and reckless acts and conduct of the City of Beaufort, its agents, servants and employees, as above set forth, this Plaintiff has been damaged in one or more of the following particulars, to-wit:

That this Plaintiff was caused the loss of his residence, the loss of his property, and the loss of his personal property therein, by way of conversion or otherwise; all said injuries to this Plaintiff's great detriment and damage, in such actual damages or compensatory damages as may be awarded by the jury.

FOR A FOURTH CAUSE OF ACTION

23. That the allegations of the First Cause of Action, Second Cause of Action and Third Cause of Action are re-alleged and adopted as a part of this Cause of Action as if stated verbatim herein.

24. That all of the Defendants above named are without any ownership interest in the property shown and designated as Lot 26, Higgonville and 1907 Lovejoy Street, and are without any authority at law to excavate and bulldoze the property of the Plaintiff herein, and apparently are continuing to exercise dominion and control over said property.

25. That the property above named was owned by Charlene S. Jackson, deceased, and the Plaintiff herein is the next heir-at-law and next-of-kin to Charlene S. Jackson.

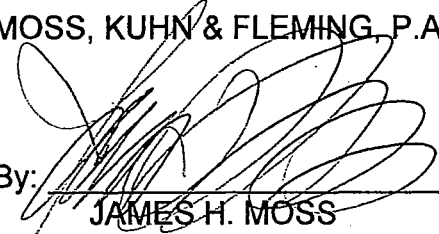
26. That the Plaintiff believes he is entitled to a temporary and permanent injunction, enjoining the City of Beaufort from further development, use or construction upon said property, and the Plaintiff herein has no other adequate remedy at law.

27. That the Plaintiff believes that he is entitled to an immediate, temporary and permanent injunction, enjoining the City of Beaufort from, in any manner, further constructing or using the property of the Plaintiff herein for construction until further Order of the Court.

WHEREFORE, the Plaintiff prays:

- a. For judgment with Defendants awarding the Plaintiff compensation for his real and personal property he has owned for over twenty (20) years; and
- b. For such other and further relief as the Court deems necessary and proper, including attorney's fees, suit monies and costs for the filing of this action.

MOSS, KUHN & FLEMING, P.A.

By: 

JAMES H. MOSS

Beaufort, South Carolina
October 18, 2010

000017

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
CASE NUMBER: 2010-CP-07- 5231

ALBERT JACKSON, JR.,)
Plaintiff,)

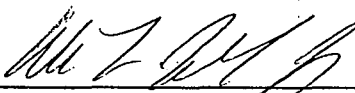
v.)

VERIFICATION

LEOPARDO COMPANIES, INC.,)
SWAMP FOX UTILITIES, L.L.C.,)
LCK CONSTRUCTION)
SERVICES, LLC, AND CITY OF)
BEAUFORT,)
Defendants.)

2010 OCT 22 PM 3:59
JERRI ANN JACKSON, JR.
BEAUFORT COUNTY, S.C.
CLERK OF COURT

PERSONALLY APPEARED BEFORE ME, ALBERT JACKSON, JR., who, upon being duly sworn, deposes and says: That he is the Plaintiff in the foregoing action; that he has read the attached Summons and Complaint and that the allegations contained therein are true of his own knowledge, except those matters and things therein stated to be on information and belief, and as to those things, he believes them to be true.


ALBERT JACKSON, JR.

SWORN to before me this
22nd day of October, 2010


Notary Public for South Carolina
My Commission Expires: 8/22/12

000018

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) CIVIL ACTION NO: 2010-CP-07-5231

ALBERT JACKSON JR.,)

Plaintiff,)

vs.)

LEOPARDO COMPANIES, INC.;)
SWAMP FOX UTILITIES, LLC; LCK)
CONSTRUCTION SERVICES, LLC;)
and THE CITY OF BEAUFORT,)

Defendants.)
_____)

ANSWER OF DEFENDANT
LEOPARDO COMPANIES, INC. TO
PLAINTIFF'S COMPLAINT

TO: JAMES H. MOSS, ESQUIRE, ATTORNEY FOR PLAINTIFF:

The Defendant, Leopardo Companies, Inc. (hereinafter referred to as "Defendant Leopardo"), specifically reserving all rights pursuant to any and all motions previously served, answering the Complaint of the Plaintiff, would allege unto this Honorable Court as follows:

FOR A FIRST DEFENSE TO PLAINTIFF'S FIRST CAUSE OF ACTION
(Specific Denial)

1. That Defendant Leopardo denies each and every allegation of Plaintiff's Complaint not specifically admitted hereinafter.
2. That, upon information and belief, Defendant Leopardo admits only so much of the allegations contained in Paragraph 1 of Plaintiff's Complaint as allege that Plaintiff is a resident of Beaufort County, State of South Carolina. Defendant Leopardo denies all remaining allegations contained in said Paragraph and demands strict proof thereof.

3. That Defendant Leopardo admits the allegations contained in Paragraph 2 of Plaintiff's Complaint, with the exception of the allegation regarding Defendant Leopardo's ownership of property in Beaufort County, South Carolina, which allegation is denied.
4. That, upon information and belief, Defendant Leopardo admits the allegations contained in Paragraph 3 of Plaintiff's Complaint, with the exception of the allegation regarding ownership of property in Beaufort County, South Carolina, which, upon information and belief, is denied.
5. That, upon information and belief, Defendant Leopardo admits the allegations contained in Paragraph 4 of Plaintiff's Complaint, with the exception of the allegation regarding ownership of property in Beaufort County, South Carolina, which, upon information and belief, is denied.
6. That, upon information and belief, Defendant Leopardo admits the allegations contained in Paragraph 5 of Plaintiff's Complaint.
7. That Defendant Leopardo denies the allegations contained in Paragraph 6 of Plaintiff's Complaint.
8. That Defendant Leopardo denies the allegations contained in Paragraph 7 of Plaintiff's Complaint.
9. That Defendant Leopardo denies the allegations contained in Paragraph 8 of Plaintiff's Complaint, including sub-paragraphs (a) through (l).
10. That Defendant Leopardo denies the allegations contained in Paragraph 9 of Plaintiff's Complaint.

FOR A FIRST DEFENSE TO PLAINTIFF'S SECOND CAUSE OF ACTION

11. That in response to Paragraph 10 of Plaintiff's Complaint, the allegations contained in Paragraphs 1 through 10, above, are realleged and adopted the same as if repeated verbatim herein.
12. That Defendant Leopardo denies the allegations contained in Paragraph 11 of Plaintiff's Complaint.
13. That Defendant Leopardo denies the allegations contained in Paragraph 12 of Plaintiff's Complaint.
14. That Defendant Leopardo denies the allegations contained in Paragraph 13 of Plaintiff's Complaint.
15. That Defendant Leopardo denies the allegations contained in Paragraph 14 of Plaintiff's Complaint.
16. That, upon information and belief, the allegations contained in Paragraphs 15 through 22 of Plaintiff's Complaint are not directed at this Defendant and, accordingly, do not require a response. Defendant Leopardo, however, upon information and belief, denies the allegations of said Paragraphs.

FOR A FIRST DEFENSE TO PLAINTIFF'S FOURTH CAUSE OF ACTION
(Specific Denial)

17. That in response to Paragraph 23 of Plaintiff's Complaint, the allegations contained in Paragraphs 1 through 16, above, are realleged and adopted the same as if repeated verbatim herein.
18. That Defendant Leopardo denies the allegations contained in Paragraph 24 of Plaintiff's Complaint.

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19. That Defendant Leopardo denies the allegations contained in Paragraph 25 of Plaintiff's Complaint with regards to the ownership of the subject property. Defendant Leopardo lacks sufficient knowledge or information with which to form a belief as to the truth of the allegations regarding the relationship of Plaintiff and Charlene S. Jackson (deceased).
20. That Defendant Leopardo denies the allegations contained in Paragraph 26 of Plaintiff's Complaint.
21. That Defendant Leopardo denies the allegations contained in Paragraph 27 of Plaintiff's Complaint.

FOR A SECOND DEFENSE TO ALL CAUSES OF ACTION AGAINST
DEFENDANT LEOPARDO
(Statute of Limitations)

22. That the allegations contained in Paragraphs 1 through 21, above, are realleged and adopted the same as if repeated verbatim herein.
23. That the Plaintiff failed to commence this action within the applicable Statute of Limitations and it should, therefore, be barred and/or dismissed.

FOR A THIRD DEFENSE TO ALL CAUSES OF ACTION AGAINST
DEFENDANT LEOPARDO
(Plaintiff's Lack of Ownership Interest)

24. That the allegations contained in Paragraphs 1 through 23, above, are realleged and adopted the same as if repeated verbatim herein.
25. That Defendant Leopardo asserts that Plaintiff had no ownership interest in the subject property at the time of any demolition and/or development of the subject property, and hereby adopts and incorporates by reference the allegations of Co-Defendant City of Beaufort's Second Defense in its Answer to Plaintiff's Complaint (including Paragraphs 12 through 24 and

the supporting documentation [Exhibits 1-7] attached to City of Beaufort's Answer).

FOR A FOURTH DEFENSE TO ALL CAUSES OF ACTION AGAINST
DEFENDANT LEOPARDO
(Laches)

26. That the allegations contained in Paragraphs 1 through 25, above, are realleged and adopted the same as if repeated verbatim herein.
27. That Defendant Leopardo alleges that Plaintiff neglected for an unreasonable and unexplained length of time to provide notice his allegations to Defendant Leopardo. Defendant Leopardo has been prejudiced by the delay, and such unreasonable delay and resulting prejudice constitutes a complete defense to the claims of Plaintiff.

FOR A FIFTH DEFENSE TO ALL CAUSES OF ACTION AGAINST
DEFENDANT LEOPARDO
(SCRPC 12(b)(6))

28. That the allegations contained in Paragraphs 1 through 27, above, are realleged and adopted the same as if repeated verbatim herein.
29. That Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action against Defendant Leopardo, and should be dismissed.

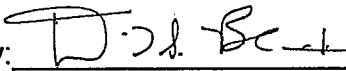
FOR A SIXTH DEFENSE TO ALL CAUSES OF ACTION AGAINST
DEFENDANT LEOPARDO
(Impropriety of Punitive Damages)

30. That the allegations contained in Paragraphs 1 through 29, above, are realleged and adopted the same as if repeated verbatim herein.
31. That the imposition of punitive damages on the basis of the accident giving rise to this lawsuit would represent the deprivation of liberty and property without due process of law, the imposition of cruel and unusual

punishment and excessive fines, and deny the equal protection of laws, in violation of the Fifth, Sixth, Eighth, and Fourteenth Amendments to the Constitution of the United States and comparable provisions of the Constitution of the State of South Carolina.

WHEREFORE, Defendant Leopardo prays this Honorable Court inquire into the matters set forth herein, and enter its Order dismissing this matter, with an award of attorneys' fees and costs to the Defendant against Plaintiff under S.C. Code §15-36-10.

HOWELL, GIBSON & HUGHES, P.A.

By: 

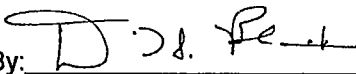
David S. Black
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
DBlack@hgghpa.com
Attorney for Defendant Leopardo
Companies, Inc.

Beaufort, South Carolina

December 23, 2010

CERTIFICATE OF SERVICE

I certify that I served the foregoing Answer of Defendant Leopardo Companies, Inc. upon all counsel of record by affixing same with proper postage placing same with the United States Postal Service addressed to counsels' last known address on the 23rd day of December, 2010.

By: 
David S. Black

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2010-CP-07-5231

ALBERT JACKSON, JR.,)
Plaintiff,)
vs.)
LEOPARDO COMPANIES, INC.,)
SWAMP FOX UTILITIES, LLC., LCK)
CONSTRUCTION SERVICES, LLC,)
and CITY OF BEAUFORT,)
Defendants.)

SWAMP FOX UTILITIES, LLC'S
ANSWER TO
PLAINTIFF'S COMPLAINT

The Defendant, Swamp Fox Utilities, LLC, answering the Complaint of the Plaintiff, would allege unto this Honorable Court as follows:

FOR A FIRST DEFENSE

1. That each and every allegation contained in the Plaintiff's Complaint not specifically admitted herein is denied, and strict proof demanded thereof.
2. That this Defendant is without knowledge or information sufficient to form an opinion or belief as to the truth of the allegation set forth in Paragraph 1 of the Complaint relating to the residency status of the Plaintiff. This Defendant denies the remaining allegations set forth in Paragraph 1 of the Complaint.
3. That this Defendant is without knowledge or information sufficient to form as opinion or belief as to the truth of allegations set forth in Paragraph 2 of the Complaint.

4. That this Defendant admits so much of Paragraph 3 of the Complaint as alleges that Swamp Fox Utilities, LLC is a limited liability company organized and existing under the laws of the State of South Carolina; this Defendant denies the remaining allegations of said paragraph.
5. That this Defendant is without knowledge or information sufficient to form a opinion or belief as to the truth of the allegations set forth in Paragraphs 4 and 5 of the Complaint.
6. That this Defendant denies the allegations set forth in Paragraphs 6, 7, 8, and 9 of the Complaint.
7. That this Defendant, in responding to Paragraph 10 of the Complaint, re-alleges and reiterates each and every allegation set forth in the preceding paragraphs as fully as if set forth herein.
8. That this Defendant denies the allegations set forth in Paragraph 11 of the Complaint.
9. That this Defendant denies the allegations set forth in Paragraphs 12, 13, and 14 of the Complaint.
10. That this Defendant would show that the allegations set forth in Paragraphs 15, 16, and 17 relate to parties other than this Defendant, and therefore no response is required; to the extent a response is deemed necessary, the allegations set forth in said paragraphs are hereby denied.

11. That this Defendant, in responding to Paragraph 18 of the Complaint, re-alleges and reiterates each and every allegation set forth in the preceding paragraphs as fully as if set forth herein.
12. That this Defendant would show that the allegations set forth in Paragraphs 19, 20, 21, and 22 relate to parties other than this Defendant, and therefore no response is required; to the extent a response is deemed necessary, the allegations set forth in said paragraphs are hereby denied.
13. That this Defendant, in responding to Paragraph 23 of the Complaint, re-alleges and reiterates each and every allegation set forth in the preceding paragraphs as fully as if set forth herein.
14. That this Defendant denies each and every allegation contained in Paragraphs 24 and 25 of the Complaint.
15. That this Defendant would show that the allegations of Paragraph 26 of the Complaint set forth conclusions of law which this Defendant need neither admit nor deny.
16. That this Defendant denies each and every allegation contained in Paragraph 27 of the Complaint. allegations of said paragraph.

FOR A SECOND DEFENSE
(Statutes of Limitations)

17. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.

18. That this Defendant would show that all claims asserted by the Plaintiff are barred by the applicable statute and/or statutes of limitations. Such circumstances constitute a complete bar to the Plaintiff' claims.

FOR A THIRD DEFENSE
(Insufficient Facts to Constitute Cause of Action)

19. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
20. That this Defendant would show that the allegations of the Complaint fail to state facts sufficient to constitute a cause of action and/or causes of action against this Defendant.

FOR A FOURTH DEFENSE
(Sole Negligence)

21. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
22. That this Defendant would show that the damages alleged by the Complaint, which damages are hereby specifically denied, were the sole and proximate result of the intervening and/or superseding negligence and/or intervening and/or superseding willful acts and/or recklessness of third persons or parties, which intervening and/or superseding negligence and/or willful acts and/or other actions are a bar to the causes of action asserted against this Defendant.

FOR AN FIFTH DEFENSE
(Contributory Negligence)

23. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.

24. That this Defendant would show that the damages alleged by the Plaintiff, which damages are hereby specifically denied, were due to and caused by the reckless, willful, wanton, negligent, careless and grossly negligent acts and conduct of the Plaintiff, which actions combined and concurred with any negligence on the part of this Defendant, which negligence is hereby specifically denied, to produce such damages, without which the same would not have occurred.

FOR A SIXTH DEFENSE
(Comparative Negligence)

25. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
26. That this Defendant would show that the injuries and/or damages alleged by the Plaintiff, which injuries and damages are hereby specifically denied, were due to and caused by the reckless, willful, wanton, negligent, careless and grossly negligent acts and conduct of the Plaintiff, which acts were greater than any acts of negligence on the part of this Defendant, which acts on the part of this Defendant are hereby specifically denied, to produce such injury and/or damages, and without which the same would not have occurred.

FOR A SEVENTH DEFENSE
(Doctrine of Laches)

27. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.

28. That this Defendant would show that the claims of the Plaintiff are barred by the doctrine of laches.

FOR A EIGHTH DEFENSE
(Failure to Mitigate)

29. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
30. That this Defendant would show that the injuries and/or damages alleged by the Plaintiff, which injuries and/or damages are hereby specifically denied, were due to and caused by the Plaintiff failure to mitigate, which failure is a complete bar to recovery by the Plaintiff.

FOR A NINTH DEFENSE
(Doctrine of Estoppel)

31. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
32. That this Defendant would show that the Plaintiff are barred by the doctrine of estoppel from asserting claims against this Defendant.

FOR A TENTH DEFENSE
(Doctrine of Waiver)

33. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
34. That this Defendant would show that the claims of the Plaintiff are barred by the doctrine of waiver.

FOR A ELEVENTH DEFENSE
(Sole Negligence of Third Parties)

35. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
36. That this Defendant would show that the injuries and/or damages alleged by the Plaintiff, which injuries and/or damages are hereby specifically denied, were due to and were the proximate result of the sole negligence and/or recklessness of third persons or parties, for whose conduct this Defendant are not liable.

FOR A TWELFTH DEFENSE
(Insufficient Service of Process)

37. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
38. That this Defendant would show that there has been insufficient service of process upon the person of this Defendant, and the Plaintiff claims should therefore be dismissed.

FOR A THIRTEENTH DEFENSE
(Reservation and Non-Waiver)

39. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
40. That this Defendant does not waive, and hereby specifically reserves, any additional and/or further defenses, the propriety of which may be indicated by additional information which may be acquired by this Defendant or its counsel during the course of discovery or otherwise.

FOR A FOURTEENTH DEFENSE
(Joint Tort Feasors Act)

41. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
42. That this Defendant would show that, in the event of a verdict rendered jointly against this Defendant and the remaining Defendants, this Defendant is entitled to contribution from said remaining Defendants, pursuant to the provisions of the South Carolina Uniform Contribution Among Joint Tort Feasors Act and/or other provisions of law.

FOR A FIFTEENTH DEFENSE
(Protections under Constitution(s))

43. That each and every allegation set forth in preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
44. That this Defendant would show that the imposition of punitive damages is violative of protections afforded by the 5th, 8th, and 14th and/or other amendments to the United States and/or South Carolina constitutions.

FOR A SIXTEENTH DEFENSE
(Statute of Frauds)

45. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
46. That this Defendant would show that the claims of the Plaintiff are barred by the Statute of Frauds.

FOR A SEVENTEENTH DEFENSE

47. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
48. That this Defendant would show that the Plaintiff lacks sufficient legal privity with this Defendant to permit imposition of liability.

FOR AN EIGHTEENTH DEFENSE

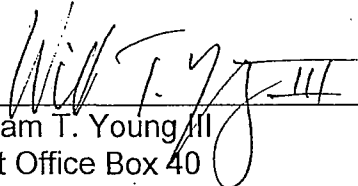
49. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
50. That this Defendant would show that the Plaintiff abandoned ownership and right of possession of the property that is the subject of the instant litigation, and therefore is barred from asserting a claim based on conversion.

FOR A NINETEENTH DEFENSE

51. That each and every allegation set forth in the preceding paragraphs hereof is hereby re-alleged and reiterated as fully as if set forth herein.
52. That this Defendant would show that the Plaintiff lacks standing to assert claims against this Defendant, and therefore the Plaintiff's claims should be dismissed.

WHEREFORE, having fully answered the Complaint of the Plaintiff, this Defendant prays that the same be dismissed with costs to this Defendant, or for a judgment in this Defendant's favor.

HOWELL, GIBSON & HUGHES, P.A.

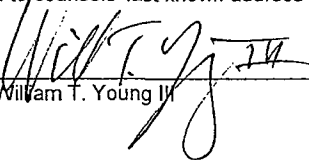
By: 
William T. Young III
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
Attorney for Swamp Fox Utilities, LLC

Beaufort, South Carolina

December 23, 2010

CERTIFICATE OF SERVICE

I certify that I served the foregoing Answer upon all counsel of record by affixing same with proper postage placing same with the United States Postal Service addressed to counsels' last known address on 23 day of December, 2010.

By: 
William T. Young III

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	Civil Action No.: 2010-CP-07-5231
	)	
Albert Jackson, Jr.,	)	
	)	
Plaintiff,	)	LCK CONSTRUCTION SERVICES,
	)	LLC'S ANSWER
vs.	)	
	)	
Leopardo Companies, Inc., Swamp	)	
Fox Utilities, LLC, LCK	)	
Construction Services, LLC and City	)	
of Beaufort,	)	
	)	
Defendants.	)	

The Defendant, LCK Construction Services, LLC, (hereinafter "LCK"),
 Answering the Complaint herein alleges:

FOR A FIRST DEFENSE

1. That it denies each and every allegation of the Complaint unless hereinafter specifically admitted;
2. That it lacks sufficient information to form a belief as to the allegations of Paragraphs One (1), Two (2) and Three (3) and, therefore, denies same and demands strict proof thereof;
3. That it denies so much of Paragraph Four (4) as alleges that it owns property in Beaufort County and as to the remainder of Paragraph Four (4), it is admitted;
4. That it admits so much of Paragraph Five (5) as alleges that it entered into a written contract with the City of Beaufort and it craves reference to the document for its terms and conditions and denies any allegations of Paragraph Five (5) that differ from or are inconsistent with the terms of the agreement between the parties;
5. That it denies Paragraph Six (6);
6. That it denies Paragraphs Seven (7), Eight (8) and Nine (9) as to this Defendant;
7. That it incorporates herein by reference all of the allegations set forth in Paragraphs One (1) through Six (6) in response to Paragraph Ten (10) of the Complaint;
8. That it denies Paragraph Eleven (11) as to this Defendant;

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9. That it denies Paragraphs Twelve (12), Thirteen (13) and Fourteen (14) as to this Defendant;

10. That Paragraphs Fifteen (15), Sixteen (16) and Seventeen (17) do not purport to state a claim as to this Defendant and, therefore, no response is required, however, to the extent that said Paragraphs may be construed to allege such a claim, there are denied;

11. That it incorporates herein by reference all of the allegations set forth in Paragraphs One (1) through Ten (10) in response to Paragraph Eighteen (18) of the Complaint;

12. That it lacks sufficient information to form a belief as to the allegations of Paragraph Nineteen (19) and, therefore, denies same and demands strict proof thereof;

13. That it denies Paragraphs Twenty (20), Twenty-one (21) and Twenty-two (22) to the extent that said Paragraphs may be construed to allege a claim as to this Defendant;

14. That it incorporates herein by reference all of the allegations set forth in Paragraphs One (1) through Thirteen (13) in response to Paragraph Twenty-three (23) of the Complaint;

15. That it admits so much of Paragraph Twenty-four (24) as alleges that it does not have any ownership interest in the property referenced and as to the remainder of Paragraph Twenty-four (24), it is denied as to this Defendant;

16. That it lacks sufficient information to form a belief as to the allegations of Paragraph Twenty-five (25) and, therefore, denies same and demands strict proof thereof;

17. That Paragraphs Twenty-six (26) and Twenty-seven (27) do not seek any relief from this Defendant and, therefore, no response is required, however, to the extent that said Paragraphs may be construed to allege a claim as to this Defendant or seek relief from this Defendant, they are denied.

FOR A SECOND DEFENSE
(Fails to State a Claim)

18. That the Complaint fails to state facts sufficient to constitute a cause of action against this Defendant.

FOR A THIRD DEFENSE
(Sole Negligence of Others)

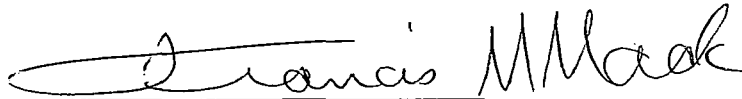
19. That any damages sustained by the Plaintiff are the result of the sole negligence and/or breaches of contract of third parties, such as contractors, subcontractors, suppliers and/or service and maintenance personnel, for which this Defendant has no liability and this Defendant pleads sole negligence of third parties as a complete bar to this action.

FOR A FOURTH DEFENSE
(Punitive Damages Unconstitutional)

20. That the Plaintiff's claim for punitive damages is in violation of the United States Constitution, Fourteenth Amendment, (Due Process Clause) and the South Carolina Constitution in that there is no objective standard to gauge or limit the amount of punitive damages which can be awarded with sufficient instruction provided in determining the amount of punitive damage which should be awarded.

WHEREFORE, having fully Answered the Complaint herein, the Defendant, LCK Construction Services, LLC, demands the same be dismissed with cost and for such other and further relief as the Court deems just and proper.

Respectfully Submitted,



Francis M. Mack, SC Bar No.: 3505
Emily R. Gifford, SC Bar No.: 72785
Richardson, Plowden & Robinson, P.A.
1900 Richland Street
P.O. Drawer 7788 (29202)
Columbia, SC 29201
(803) 771-4400
fmack@RichardsonPlowden.com

**ATTORNEY FOR LCK CONSTRUCTION
SERVICES, LLC**

January 25 2011
Columbia, SC

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

Civil Action No.: 2010-CP-07-5231

Albert Jackson, Jr.,)

Plaintiff,)

CERTIFICATE OF SERVICE

vs.)

Leopardo Companies, Inc., Swamp)

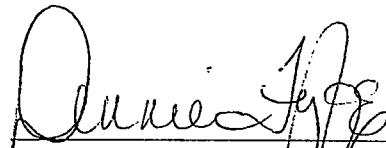
Fox Utilities, LLC, LCK)

Construction Services, LLC and City)
of Beaufort,)

Defendants.)

I, the undersigned, an employee of Richardson, Plowden & Robinson, P.A., attorneys for the Defendant, LCK Construction Services, LLC, and do hereby certify that I have served ***LCK Construction Services, LLC's Answer***, to the attorneys of record by way of U.S. Mail at the addresses indicated below:

<u>Attorney for Plaintiff:</u> Mr. James H. Moss, Esquire Moss, Kuhn & Fleming, P.A. P.O. Drawer 507 1501 North Street Beaufort, SC 29901-0507	<u>Attorney for Leopardo Companies, Inc.:</u> David S. Black Howell, Gibson & Hughes, P.A. Post Office Box 40 Beaufort, SC 29901
<u>Attorney for Swamp Fox Utilities, LLC:</u> William T. Young, III Howell, Gibson & Hughes, P.A. Post Office Box 40 Beaufort, SC 29901	<u>Attorney for City of Beaufort:</u> William B. Harvey, III Post Office Box 1107 Beaufort, SC 29901-1107


Dennie Fyfe Legal Assistant to
Francis M. Mack and Emily R. Gifford

January 25, 2011
Columbia, SC

000038

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2010-CP-07-5231

ALBERT JACKSON, JR.,

Plaintiff,

v.

ANSWER OF DEFENDANT CITY OF
BEAUFORT

LEOPARDO COMPANIES, INC.,
SWAMP FOX UTILITIES, L.L.C.,
LCK CONSTRUCTION SERVICES,
LLC, AND CITY OF BEAUFORT,

Defendants.

Defendant City of Beaufort, answering the Complaint of the Plaintiff herein, would
allege as follows:

FOR A FIRST DEFENSE

1. This Defendant denies paragraph 1.
2. This Defendant lacks sufficient knowledge or information to form a belief as
to the truth of the allegations of paragraphs 2, 3 and 4 and therefore denies same.
3. This Defendant admits paragraph 5.
4. This Defendant denies paragraphs 6, 7, 8 (including all subparagraphs thereof)
and 9.
5. Answering paragraph 10, the allegations of paragraphs 1-4 above are realleged
and incorporated herein verbatim.
6. This Defendant denies paragraphs 11, 12, 13, 14, 15, 16 and 17.

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7. Answering paragraph 18, the allegations of paragraphs 1-6 above are realleged and incorporated herein verbatim.

8. This Defendant denies paragraphs 19, 20, 21 (including subparagraphs) and 22.

9. Answering paragraph 23, the allegations of paragraphs 1-8 above are realleged and incorporated herein verbatim.

10. This Defendant denies paragraphs 24, 25, 26 and 27.

11. Except as is hereinabove specifically admitted, each and every allegation of the Complaint is expressly denied.

FOR A SECOND DEFENSE

12. In or about 1865, by Head of Family Certificate #1869, recorded in the RMC office of Beaufort County, a copy of which is attached hereto as Exhibit 1, William Jones acquired fee simple title and interest to Lot 26 Higgonville, the property at issue in this action.

13. It is of record that William Jones made no conveyance of this property during his lifetime.

14. William Jones died intestate seized and possessed of the subject property, without a surviving spouse, leaving only his two daughters, namely Elloie Jones and Lillie Jones, as heirs-at-law.

15. Elloie Jones died intestate in or around 1942, without a surviving spouse, leaving only her two daughters, namely, Florie Jones and Margaret Jones, and her son, Daniel

000040

Green, as heirs-at-law; Florie Jones and Margaret Jones subsequently died intestate, without surviving spouse or issue, leaving their brother, namely Daniel Green, as their heir-at-law.

16. Lillie Jones died intestate in or around 1984, without surviving spouse, issue or siblings, leaving her nephew Daniel Green, as her heir-at-law.

17. On May 22, 2003, Daniel Green deeded his interest in Lot 26 Higgonsville to the City of Beaufort, in a deed recorded in Deed Book 1794 at Page 613 in the RMC Office of Beaufort County. A copy of this deed is attached hereto as exhibit 2.

18. On February 19, 2004, Defendant City instituted a Quiet Title action, bearing CA # 2004-CP-07-349, to clear any remaining title issues concerning Lot 26. A copy of the Complaint in said action is attached hereto as exhibit 3.

19. By Order filed March 2, 2004, James Wegmann, Esquire, was appoint Guardian ad Litem for the unknown party defendants in said action. A copy of this Order is attached hereto as exhibit 4.

20. The unknown and non-resident Defendants in said action were served with process by an Order of Publication which was filed on March 2, 2004, a copy of which is attached hereto as exhibit 5. James Wegmann, Esquire, as GAL, was personally served.

21. An Affidavit of Default was filed in said action on July 27, 2004, a copy of which is attached hereto as exhibit 6.

22. A hearing was held on said action on September 24, 2004 before the Honorable Curtis Coltrane, Beaufort County Master in Equity. This hearing resulted in an Order dated and filed September 24, 2004, quieting the title to lot 26 in the Defendant City, "free and clear

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of all encumbrances and claims of others.” A copy of this Order is attached hereto as exhibit

7. There has been no appeal of this Order which is now final in all respects.

23. By virtue thereof, when Defendant City contracted with, and through its contractor did clear lot 26 as part of the construction of the new Municipal Government Complex, it was the owner of said lot in fee simple, free of all encumbrances and claims of others, including the Plaintiff herein.

24. As such, Plaintiff has no claim whatsoever concerning any acts or occurrences that occurred to Lot 26 by the City or others, and this action must therefore be dismissed.

FOR A THIRD DEFENSE

25. This Defendant would plead the applicable statute of limitations as a complete bar to the Plaintiff's claims herein.

FOR A FOURTH DEFENSE

26. This Defendant would plead the applicable subsections of the South Carolina Tort Claims Act, including but not limited to S.C. Code Ann. Section 15-78-60 (3), as a complete bar to this action.

Having fully answered the Complaint, Defendant City prays that the same be dismissed, with costs and attorneys fees assessed against the Plaintiff and his counsel for frivolous litigation, and for such other and further relief as this Court may deem just and proper.

000042

Beaufort, South Carolina

Dated: 12/17, 2010

HARVEY & BATTEY, P.A.

By: 

WILLIAM B. HARVEY, III

Post Office Box 1107

Beaufort, South Carolina 29901-1107

843-524-3109 telephone

843-524-6973 telefax

Attorneys for Defendant City of Beaufort

000043

JONES, William

Lot Sub 30 in 62, Sec. 31, IN1W
HF# 1701, 20/100 a.

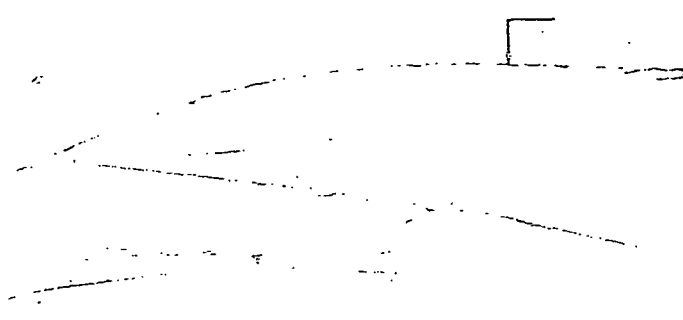
Lot S 29 in 62, Sec. 31,
HF# 1869, 20/100 acre

EXHIBIT

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EXHIBIT 2



JONES, William

Lot Sub 30 in 62, Sec. 31, 1N1W
RP# 1701, 20/100 a.



Lot S 29 in 62, Sec. 31,
RP# 1869, 20/100 acre

000045

4/10 HAB 1772
This instrument prepared without
benefit of a title examination by:

Thomas C. Davis, Esquire
HARVEY & BATTEY, P.A.
1001 Craven Street
Beaufort, SC 29902

BEAUFORT COUNTY SC - ROD
BK01784 PG 0613
FILE NUM 2003052314
07/08/2003 03:51:12 PM
REC'D BY B BING RCPT# 163712
RECORDING FEES 10.00

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

WHEREAS, William Jones died intestate seized and possessed of the real property hereinafter described, without a surviving spouse, leaving only his two daughters, namely, Elloie Jones and Lillie Jones, as heirs-at-law; and

WHEREAS, Elloie Jones died intestate in or around 1942, without a surviving spouse, leaving only her two daughters, namely, Florie Jones and Margaret Jones, and her son, Daniel Green, as heirs-at-law, and Florie Jones and Margaret Jones subsequently died intestate, without a surviving spouse or issue, leaving their brother, namely, Daniel Green, as their heir-at-law; and

WHEREAS, Lillie Jones died intestate in or around 1984, without a surviving spouse, issue or siblings, leaving her nephew, namely, Daniel Green, as her heir-at-law; and

WHEREAS, Daniel Green, through the referenced intestate successions, owns the real property hereinafter described, and is desirous of conveying said real property to the City of Beaufort;

NOW, THEREFORE, KNOW ALL MEN THAT Daniel Green, for Thirty-Eight Thousand and 00/100 (\$38,000.00) Dollars, paid by the City of Beaufort, 302 Carteret Street, Beaufort, SC 29902, has granted, and by these presents does grant, unto the City of Beaufort, its successors and assigns, the following real property:

ALL that certain piece of real property situate in the City of Beaufort, Beaufort County, South Carolina; referred to on plats of record as Higginsonville Lot 26; measuring 132 feet, more or less, on its eastern and western boundaries, and 66 feet, more or less, on its northern and southern boundaries; and bounded on the north by Higginsonville Lot 25 (now or formerly of Mariah Tanksley, on the west by Higginsonville Lot 28 (now or formerly of Beaufort-Port Royal Housing, on the east by Higginsonville Lot 24 (now or formerly of Albert Jackson and Charline Jackson) and on the south by Lovejoy Street.

EXHIBIT

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EXHIBIT 1

The within grantor has paid taxes on the above-referenced real property for a period in excess of 50 years and is shown as the owner of said real property on the AOC property cards on file at the Beaufort County (SC) Register of Deeds and in the tax records maintained by the Beaufort County Assessor.

BEAUFORT COUNTY TAX MAP REFERENCE:
District 120, Map 1, Parcel 182

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the City of Beaufort, its successor and assigns, forever.

AND Daniel Green does hereby bind himself, his heirs and assigns, to warrant and defend the said Premises unto the City of Beaufort, its successors and assigns, against him and his heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

GRANTOR'S SIGNATURE ON THE NEXT PAGE.

WITNESS his Hand and Seal this 22nd day of May, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ruth Greene
Bessie Greene

Daniel Greene
Daniel Green

2003 FEB 19 PM 3:03
CLERK OF COURT
DEPUTY CLERK
CLERK OF COURT
DEPUTY CLERK

STATE OF NEW YORK)

COUNTY OF NEW YORK)

PROBATE

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw Daniel Green sign, seal, and as his act and deed, deliver the within-written Title to Real Estate, and that s/he with the second witness witnessed the execution thereof.

Ruth Greene Bessie Greene

SWORN to before me on the
22nd day of May, 2003.

James Limpert
Notary Public of New York
My Commission Expires: APRIL 4, 2006

JAMES LIMPERT
Notary Public, State of New York
No. 01114925742
Qualified in New York County
Commission Expires April 4, 2006

STATE OF SOUTH CAROLINA) BEAUFORT COUNTY ROD
) AFFIDAVIT OF TRUE CONSIDERATION
 and
 COUNTY OF BEAUFORT) CLAIM FOR EXEMPTION from
 RECORDING FEES

PERSONALLY appeared before me the undersigned, who is duly sworn, deposed, and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed by the Filer under the laws of the State of South Carolina, the County of Beaufort, or as otherwise provided by law.

GRANTOR NAME: Daniel Green

GRANTEE NAME: City of Beaufort

GRANTEE MAILING ADDRESS: P.O. Box 1167, Beaufort, SC 29901

DATE OF CONVEYANCE: 6/6/03

TRUE CONSIDERATION: \$38,000.00

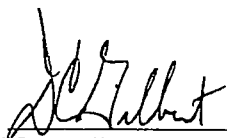
TAX DISTRICT/MAP/PARCEL NO.: R120-001-000-0182-0000

(NOTE: This information must appear on any Deed, and any Plat, whether attached or filed separately.)

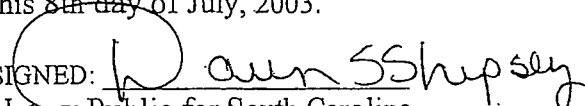
STATE RECORDING FEE EXEMPTION - 12-24-40, sub-par # 2
 (Per S.C. Code Sect. 12-24-40. Note Subparagraph No.)

TOWN OF HILTON HEAD ISLAND TRANSFER FEE EXEMPTION Sub-par # _____
 (Per Town Ordinance 90-26, et seq. Note Subparagraph No.)

OTHER EXEMPTION - Please Cite Federal, State or other Code as applicable, and describe Exemption below:

Signed: 
 Printed Name: D. C. Gilbert
 As (Capacity): Attorney

SWORN TO BEFORE ME,
 this 8th day of July, 2003.

SIGNED: 
 Notary Public for South Carolina
 My Commission Expires: 8-3-05

2004 FEB 19 PM 3:03
 BEAUFORT COUNTY
 CLERK OF COURT
 BEAUFORT, S.C.

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 200~~7~~⁴-CP-07- 349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

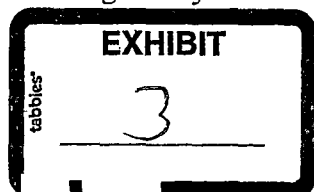
THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

2004 FEB 19 PM 3:00
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.
SUMMONS
(QUIET TITLE ACTION)

TO: THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action,
a copy of which is herewith served upon you, and to serve a copy of your Answer on Plaintiff
or its attorney, William B. Harvey, III, Esquire, at 1001 Craven Street, Beaufort, South
Carolina, 29902, within thirty (30) days after the service hereof, exclusive of the day of such
service, and if you fail to answer the Complaint within the time aforesaid, judgment by default
will be rendered against you for the relief demanded in the Complaint.



000050

HARVEY & BATTEY, P.A.

By: 

WILLIAM B. HARVEY, III

Post Office Box 1107

Beaufort, South Carolina 29901-1107

843-524-3109 telephone

843-524-6973 telefax

Attorneys for Plaintiff

City of Beaufort

Beaufort, South Carolina

Dated: February 18, 2004

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2008~~4~~CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

2008 FEB 19 PM 3:00
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.
COMPLAINT
(QUIET TITLE ACTION)

The Plaintiff, complaining of the Defendants, alleges as follows:

1. This action is brought pursuant to Title 15 Chapter 67 of the Code of Laws of South Carolina, 1976, as amended, to quiet title to certain real property, more particularly described as follows:

ALL that certain piece of real property situate in the City of Beaufort, Beaufort County, South Carolina; measuring 132 feet, more or less, on its eastern and western boundaries, and 66 feet, more or less, on its northern and southern boundaries; and bounded on the north by Higginsonville Lot 25 (now or formerly of Mariah Tanksley), on the west by Higginsonville Lot 28 (now or formerly of Beaufort-Port Royal

Housing), on the east by Higginsonville Lot 24 (now or formerly of Albert Jackson and Charline Jackson) and on the south by Lovejoy Street.

The within grantor has paid taxes on the above-referenced real property for a period in excess of 50 years and is shown as the owner of said real property on the AOC property cards on file at the Beaufort County (S.C.) Register of Deeds and in the tax records maintained by the Beaufort County Assessor.

BEAUFORT COUNTY TAX MAP REFERENCE:

District 120, Map 1, Parcel 182

2. Plaintiff City of Beaufort has an interest in the Property by virtue of the Deed executed by Defendant Daniel Green, dated May 22, 2003, which is recorded in Deed Book 1794 at Page 613 in the Beaufort County Register of Deeds (attached as Exhibit 1 hereto).

3. John Doe and Mary Roe are fictitious names used to represent and designate any living heirs or devisees of the named Defendants and any other interested persons who are properly defendants, if any, whose names are unknown to the Plaintiff and who might claim to have any right, title, estate, interest in or lien upon the subject real property.

4. In or about 1865, by Head of Family Certificate #1869, recorded in the RMC office for Beaufort County, South Carolina, a copy of which is attached hereto as Exhibit 2, William Jones acquired fee simple title and interest to the subject property.

5. William Jones died intestate seized and possessed of the subject property, without a surviving spouse, leaving only his two daughters, namely Elloie Jones and Lillie Jones as heirs-at-law.

6. Elloie Jones died intestate in or around 1942, without a surviving spouse, leaving only her two daughters, namely Florie Jones and Margaret Jones, and her son, Daniel Green, as heirs-at-law.

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7. Florie Jones and Margaret Jones subsequently died intestate, without a surviving spouse or issue, leaving their brother, namely Daniel Green, as their only heir-at-law.

8. Lilly Jones died intestate in or around 1984, without a surviving spouse, issue or siblings, leaving her nephew, Daniel Green, as her sole surviving heir-at-law.

9. Daniel Green has possessed the subject property in an open, notorious, exclusive, continuous, hostile, and uninterrupted manner, and under claim of right and title, paying all taxes thereon, and being in possession thereof, for a period in excess of twenty (20) years, and such possession continued and through and inclusive of the date that Daniel Green deeded the property to the Plaintiff, City of Beaufort.

10. By virtue of the intestacies described herein, Daniel Green was seized and possessed of fee simple in and to the subject real property, and there are no other individuals who have just claim to, interest in, right to or lien upon the subject real property which is superior to the interest of Daniel Green. However, Plaintiff is advised and verily believes that a quiet title action is necessary to render title to the subject real property good and marketable.

11. The Plaintiff has no adequate remedy at law and, unless the Court, in its equity jurisdiction, proceeds to hear and determine the interests of all parties in the subject real property, the Plaintiff will suffer irreparable harm.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that the Master-in-Equity:

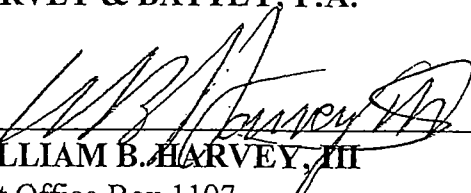
a. Appoint a *Guardian ad Litem* to represent the interests of any minor children, persons *non compos mentis*, persons in the Armed Forces of the United States of America, and persons under any disabilities;

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b. Enter a judgment declaring that, as of the date of his deed, Exhibit 1, to the City of Beaufort, Daniel Green was seized and possessed of fee simple title to the subject real property described in this Complaint, free and clear of all encumbrances and claims of others, and that he was empowered to and did in fact convey free and clear title to the City of Beaufort; and

c. Render such other and further relief as may be just and equitable.

Respectfully submitted,
HARVEY & BATTEY, P.A.

By: 
WILLIAM B. HARVEY, III

Post Office Box 1107
Beaufort, South Carolina 29901-1107
843-524-3109 telephone
843-524-6973 telefax
Attorneys for Plaintiff
City of Beaufort

Beaufort, South Carolina

Dated: February 18, 2004

000055

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL
GREEN; and all other persons
unknown having or claiming to have
any right, title, estate, interest in, or
lien upon the real property described
in the Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all
persons who may be deceased, minors,
in the Armed Forces of the United
States of America, *non compos mentis*,
or under any other disability,

Defendants.

ORDER APPOINTING
GUARDIAN AD LITEM

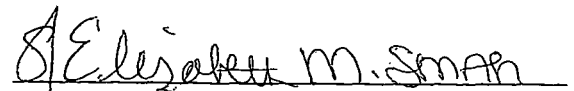
Upon reading the Plaintiff's Petition for Appointment of Guardian Ad Litem for the unknown party Defendants, resident or non-resident, who may be minors, in the Armed Forces of the United States of America, non compos mentis, or under any other disability, it appears that James J. Wegmann, Esquire, is a fit and proper person to act as Guardian ad Litem.

NOW, THEREFORE, upon motion of Harvey and Battey, P.A., it is ORDERED that James J. Wegmann, Esquire, be and is hereby appointed Guardian ad Litem for the unknown

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party Defendants, resident or non-resident, who may be minors, non compos mentis, in the
Armed Forces of the United States of America, or under any other disability.



Elizabeth Smith,
Clerk of Court
Beaufort, South Carolina

Beaufort, South Carolina

March 2, 2004

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

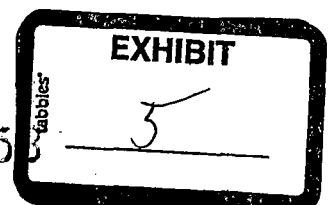
THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL
GREEN; and all other persons
unknown having or claiming to have
any right, title, estate, interest in, or
lien upon the real property described
in the Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all
persons who may be deceased, minors,
in the Armed Forces of the United
States of America, *non compos mentis*,
or under any other disability,

Defendants.

2004-7-2 11:12
Order of Publication

It appearing to my satisfaction from the Affidavit of William B. Harvey, III, Esquire,
of the firm of Harvey & Battey, P.A., attorneys for the Plaintiff and from the Complaint in
this matter that:

1. A cause of action exists in favor of the Plaintiff and against the Defendants and
it appearing that proper due diligence has been exercised by the affiant to determine the
location of unknown and non-resident Defendants.



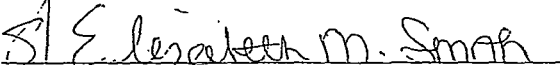
2. That the Defendants are necessary or proper parties to this action which relates to real property in Beaufort County, South Carolina.

3. The Defendants, or some of them, are non-residents of the State of South Carolina and can not be served by personal service within the State.

4. That there may be unknown Defendants and that service on them can be made only by publication.

NOW, THEREFORE, on motion of Harvey & Battey, P.A. attorney for the Plaintiffs, it is Ordered:

- A. Service of the requisite pleadings in this action upon the Defendants shall be made by publication thereof in the Beaufort Gazette, a newspaper published in the County of Beaufort, State of South Carolina, which newspaper is hereby designated as the one most likely to give notice to Defendants;
- B. The publication of the Summons shall be once a week for three (3) consecutive weeks; and
- C. Should the Plaintiff or his attorney be able to ascertain the address of any of the Defendants in this cause, a copy of the Summons and Complaint shall be mailed by certified mail to that Defendant at such address if they are a non-resident; and that personal service should be made upon any resident Defendant if they can be located in the State of South Carolina.


Elizabeth Smith, Clerk of Court
Beaufort, South Carolina

Beaufort, South Carolina
March 5, 2004

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The Beaufort Gazette

State of South Carolina
COUNTY OF BEAUFORT

Personally appeared before me

Pam V. Jenkins

of The Beaufort Gazette, a newspaper published in the City of Beaufort, County and State aforesaid, who, being duly sworn, says that the advertisement of

Summons (Quiet Title Action) and Notice to Unknown

Defendants and Defendants Under Disability

City of Beaufort, South Carolina v. The Heirs or Devisees of

William Jones, et al / Civil Action No. 2003-CP-07-349

appeared in the issues of said newspaper on the follow

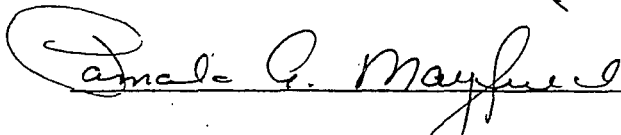
day(s): March 15, 22 & 29, 2004

Subscribed and sworn to

before me this 29th day

of March

A.D. 2004



NOTARY PUBLIC

My commission expires

26 09 2006

and being designated collectively as JOHN DOE and MARY ROE, including all persons who may be deceased, minors, in the Armed Forces of the United States of America, non compos mentis, or under any other disability,

Defendants.
SUMMONS

(QUIET TITLE ACTION)

TO: THE DEFENDANT(S)
ABOVE-NAMED
YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, which was filed on February 19, 2004 at the offices of the Beaufort County Clerk of Court, 1001 Ribaut Road, Beaufort, South Carolina, and to served a copy of your Answer on Plaintiff or its attorney, William B. Harvey, III, Esquire, at 1001 Craven Street, Beaufort, South Carolina, 29902; within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

HARVEY & BATTEY, P.A.
By: S/WILLIAM B. HARVEY, III
Post Office Box 1107
Beaufort, South Carolina 29901-1107
843-524-3109 telephone
843-524-6973 telefax
Attorneys for Plaintiff
City of Beaufort

Beaufort, South Carolina

Dated: February 19, 2004

NOTICE TO UNKNOWN
DEFENDANTS AND
DEFENDANTS UNDER
DISABILITY

TO: THE DEFENDANTS
ABOVE-NAMED WHO MAY
BE MINORS, IMPRISONED,
INCOMPETENT, SERVING
IN THE ARMED FORCES,
OR WHOM MAY OTHERWISE
BE UNDER DISABILITY:

And to the natural, general, testamentary or other guardians thereof, and to the person with whom they reside or who are acting as their natural guardian if any there be, and to all other Defendants whose whereabouts cannot be ascertained.

TAKE NOTICE, that a Summons, Lis Pendens (Notice of

Pendency of Action), Complaint, Order Appointing Guardian ad Litem, Order of Publication with supporting Affidavit, and Notice of Unknown Defendants and Persons Under Disability have been filed in the office of the Clerk of Court for Beaufort County, South Carolina, and copies are available upon request to Plaintiff's attorney. YOU WILL FURTHER TAKE NOTICE that James J. Wegmann, Esquire, has been appointed Guardian ad Litem, his appointment to become absolute thirty (30) days after the service of the Summons. In the event you have a claim to the real property which is the subject of this action, more particularly described in the Lis Pendens, you should contact the Court appointed Guardian ad Litem or your attorney. All persons under disability have the right to have a Guardian ad Litem of your choice appointed if the request is timely made to the Court.

Respectfully submitted,
HARVEY & BATTEY, P.A.

By: S/WILLIAM B. HARVEY, III

Post Office Box 1107
Beaufort, South Carolina 29901-1107

843-524-3109 telephone

843-524-6973 telefax

Attorneys for Plaintiff

City of Beaufort

Beaufort, South Carolina

Dated: March 9, 2004

3/15/22/29/H&B

EXHIBIT

4

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

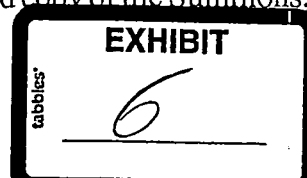
THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

2004 JUL 27 PM 3:13
Affidavit of Default

The undersigned, William B. Harvey, III, having first been duly sworn, deposes and states as follows:

1. I am Beaufort City Attorney, and counsel for the Plaintiff, City of Beaufort, in the above-captioned matter.
2. This quiet title action was begun by the filing of a Summons and Complaint on February 19, 2004. As alleged in the Complaint, it is believed that Daniel Green is the sole heir of the estate of his grandfather, William Jones. By virtue of a letter dated March 2, 2004, Defendant Daniel Green was served with a filed copy of the Summons, Complaint and exhibits.



Mr. Green signed for the receipt of these pleadings on March 13, 2004, by virtue of the signed Domestic Return Receipt attached hereto as Exhibit 1 and incorporated herein by reference.

3. On March 2, 2004, the Plaintiff obtained the Order of Publication, attached hereto as Exhibit 2. Additionally, on March 2, 2004, Plaintiff obtained the Order Appointing Guardian Ad Litem (a copy of which is attached hereto as Exhibit 3), James J. Wegmann, Esquire, for the unknown party defendants, who may be minors, non compos mentis, in the Armed Forces of the United States of America or under any other disability.

4. On March 15, 22 and 29, 2004, the Plaintiff published the Summons and Notice to Unknown Defendants in the Beaufort Gazette, a newspaper publication of general circulation in Beaufort County. A copy of the Affidavit of Publication is attached hereto as Exhibit 4 and incorporated herein by reference.

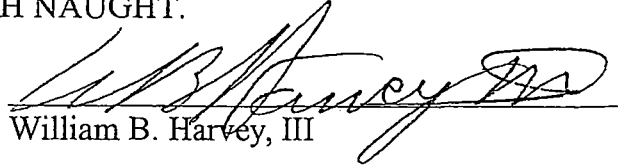
5. By letter dated March 9, 2004, attached hereto as Exhibit 5, the Plaintiff served upon James Wegmann, Esquire, Guardian ad Litem, copies of all of the filed pleadings in this matter.

6. More than thirty (30) days have elapsed and the Plaintiff has received no response, appearance, answer, other pleading, or other communication whatsoever by any defendant in this action, and the defendants are therefore in default of the Summons and Complaint.

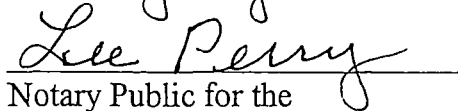
7. Since Daniel Green has previously signed a deed granting title to the real property in question to the City of Beaufort, subject to this quiet title action, and since the Complaint alleges that Daniel Green is the sole heir of this real property, the Plaintiff believes that it is entitled to an order holding that Daniel Green was seized and possessed fee simple

title to the subject property, free and clear of all encumbrances and claims of others, that he was empowered to and did in fact convey free and clear title to the City of Beaufort, and that the City of Beaufort is now the owner in fee simple of the subject property.

FURTHER, DEPONENT SAYETH NAUGHT.


William B. Harvey, III

Sworn to before me this 27th
day of July, 2004.



Notary Public for the
State of South Carolina

My Commission Expires: 11-26-06

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Daniel Green
242 West 62 Street, Apartment 4D
New York, New York 10023-7304

2. Article Number

(Transfer from service label)

7002 2030 0005 8960 2819

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-25091

City Compound

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Daniel Green* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

DANIEL GREENE 3/13/04

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

UNITED STATES POSTAL SERVICE

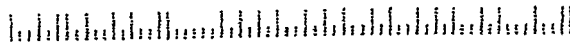


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

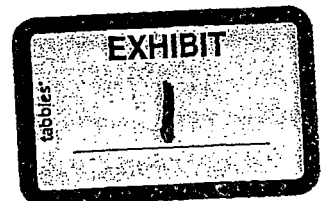
- Sender: Please print your name, address, and ZIP+4 in this box •

William E. Harvey, III Esquire
Harvey & Battey, P.A.
1001 Craven Street
Post Office Drawer 1107
Beaufort, SC 29901-1107

13



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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

ORDER QUIETING
TITLE

SEP 24 AM 9:11

This matter came before me upon a hearing on September 24, 2004 which was properly noticed to all parties. Plaintiff City of Beaufort filed an Affidavit of Default as to all defendants, none of whom answered or entered an appearance in response to the complaint duly served. The Complaint alleges that Daniel Green is the sole heir of his grandfather, William Jones, who received the property described therein by virtue of a head-of-family certificate recorded in the RMC Office of Beaufort County. William Jones died intestate, leaving two daughters, namely Elloie Jones and Lillie Jones as his only heirs-at-law. Elloie Jones died intestate in or around 1942 without a surviving spouse, leaving two daughters, Florie Jones and Margaret Jones, and her son, Daniel Green, as heirs-at-law.

EXHIBIT

7

Control - A TSC Group

Go Clean T. Pender
Beaufort County, SC

Florie Jones and Margaret Jones subsequently died intestate, without a surviving spouse or issue, leaving their brother, Daniel Green, as their only heir-at-law.

Lillie Jones died intestate in or around 1984, without a surviving spouse, issue or sibling, leaving her nephew, Daniel Green, as her sole surviving heir-at-law.

Daniel Green has possessed the subject property in an open, notorious, exclusive, continuous, hostile and uninterrupted manner, and under claim of right and title, paying all taxes thereon, and being possessed thereof, for a period in excess of 20 years, and such possession continued through and inclusive of the date that Daniel Green deeded the property to the City of Beaufort.

The sworn testimony of Chris Settlemire was taken to establish that, from a search of the RMC records, the property was deeded to William Jones in a head of family certificate, and that there has been no sale or other disposition of the property since that time.

On May 22, 2003, Daniel Green deeded his interest in the property in question to the City of Beaufort, in a deed recorded in Deed Book 1794 at Page 613 in the RMC Office of Beaufort County.

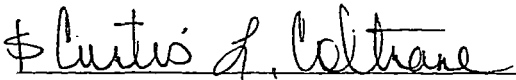
All parties have been properly served. Daniel Green was served by registered mail, for which he personally signed. All other parties were served by publication, pursuant to the Order of Publication, dated March 2, 2004. James Wegmann, Esquire, was properly appointed as Guardian ad Litem for all unknown defendants which may be under disability, and Mr. Wegmann was personally served with all pleadings.

By virtue of the Affidavit of Default by William B. Harvey, III, no response has been made by any defendant, and the defendants are therefore in default.

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By virtue of this default, and upon motion of the Plaintiff, I hereby declare and order that, as of the date of his deed to the City of Beaufort, Daniel Green was seized and possessed of fee simple title to the subject real property described in the Complaint, free and clear of all encumbrances and claims of others, that he was empowered to and did in fact convey free and clear title to the City of Beaufort on March 22, 2003, and that Plaintiff City of Beaufort is the owner of the fee simple title to said property.

AND IT IS SO ORDERED.


CURTIS COLTRANE
Beaufort County Master-in-Equity

Beaufort, South Carolina

Dated: Sept. 24, 2004

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) IN THE COURT OF COMMON PLEAS
)
) CIVIL ACTION NO: 2010-CP-07-5231

)

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This motion shall be based upon the statutory and common laws of the State of South Carolina, the South Carolina Rules of Civil Procedure, the pleadings, affidavits and discovery documents exchanged herein.

HOWELL, GIBSON & HUGHES, P.A.

By: D. S. Black
David S. Black
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
DBlack@hghpa.com
Attorney for Defendant Leopardo
Companies, Inc.

Beaufort, South Carolina

December 23, 2010

CERTIFICATE OF SERVICE

I certify that I served the foregoing Motion for Summary Judgment upon all counsel of record by affixing same with proper postage placing same with the United States Postal Service addressed to counsels' last known address on the 23rd day of December, 2010.

By: D. S. Black
David S. Black

RULE 11 CERTIFICATION

I certify pursuant to Rule 11 of the South Carolina Rules of Civil Procedure that

- ☐ I have consulted with opposing counsel and have been unable to resolve the matter.
- ☐ Consultation with opposing counsel would serve no useful purpose, or is not required.
- ☐ Consultation with opposing counsel could not be timely held
- ☒ I certify that there is no duty of consultation for the attached motion (to dismiss, for summary judgment, for new trial, for judgment NOV, in real estate foreclosures, or with pro se litigants.)

By: D. S. Black
David S. Black

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) CIVIL ACTION NO: 2010-CP-07-5231

JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.,
CLERK OF COURT

ALBERT JACKSON, JR.,)

Plaintiff,)

vs.)

LEOPARDO COMPANIES, INC.,)
SWAMP FOX UTILITIES, LLC., LCK)
CONSTRUCTION SERVICES, LLC,)
and CITY OF BEAUFORT,)

Defendants.)

SWAMP FOX UTILITIES, LLC'S
MOTION FOR SUMMARY
JUDGMENT

TO: JAMES H. MOSS, ATTORNEY FOR THE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE THAT the Defendant, Swamp Fox Utilities, LLC, will move on the tenth day after service hereof, or as soon thereafter as counsel may be heard, for an Order of this Court granting Summary Judgment upon all claims raised by the Plaintiff:

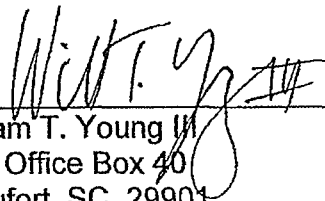
This motion is made pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, and upon the grounds that the documents, orders, pleadings, and other fillings relevant to the subject property, and on file in the Beaufort County Courthouse, plainly show that the Plaintiff had no ownership interest in the subject property at the time of the demolition and/or development of the subject property. This motion is made further upon the grounds that the same documents clearly demonstrate that the City of Beaufort was the rightful owner to

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the subject property, and therefore had the right to do with the property as it wished.

This motion shall be based upon the statutory and common laws of the State of South Carolina, the South Carolina Rules of Civil Procedure, the pleadings, affidavits and discovery documents exchanged herein.

HOWELL, GIBSON & HUGHES, P.A.

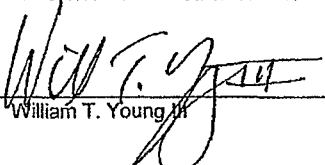
By: 
William T. Young III
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
Attorney for Swamp Fox Utilities, LLC.

Beaufort, South Carolina

January 5, 2011

CERTIFICATE OF SERVICE

I certify that I served the foregoing Motion for Summary Judgment upon all counsel of record by affixing same with proper postage placing same with the United States Postal Service addressed to counsels' last known address on 5th day of January, 2011.

By: 
William T. Young III

RULE 11 CERTIFICATION

I certify pursuant to Rule 11 of the South Carolina Rules of Civil Procedure that

- ☐ I have consulted with opposing counsel and have been unable to resolve the matter.
- ☐ Consultation with opposing counsel would serve no useful purpose, or is not required.
- ☐ Consultation with opposing counsel could not be timely held
- ☒ I certify that there is no duty of consultation for the attached motion (to dismiss, for summary judgment, for new trial, for judgment NOV, in real estate foreclosures, or with pro se litigants.)

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Albert Jackson, Jr.,

Plaintiff,

vs.

Leopardo Companies, Inc., Swamp
Fox Utilities, LLC, LCK
Construction Services, LLC and City
of Beaufort,

Defendants.

) IN THE COURT OF COMMON PLEAS

) Civil Action No.: 2010-CP-07-5231

) **LCK CONSTRUCTION SERVICES,**
) **LLC'S MOTION FOR SUMMARY**
) **JUDGMENT**

11 JAN 26 PM 3:09
BEAUFORT COUNTY, S.C.
CLERK OF COURT

TO: JAMES MOSS, ESQUIRE ATTORNEY FOR PLAINTIFF:

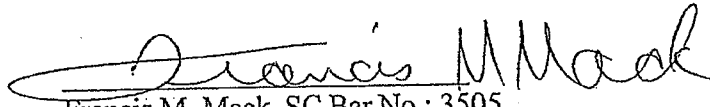
YOU WILL PLEASE TAKE NOTICE that on the 10th day after service hereof, or as soon thereafter as counsel may be heard, Defendant LKC Construction Services, LLC, by and through it undersigned attorney, will move the Court for an Order granting this Defendant, and the other Defendants, Summary Judgment as a matter of law.

This motion is based upon the pleadings in this case, the documents that are filed and of record with the RMC office of Beaufort County, and with the Beaufort County Clerk of Court, and upon such law as may be appropriate, and is made on the grounds that, at all times alleged in the complaint, the property in question, Lot 26 Higgonville, was owned in fee simple by the City of Beaufort, free and clear of all claims and encumbrances, and as a matter of law Plaintiff therefore cannot claim title or other right or interest to said property or any building or fixture thereon. This is shown by the documents of record, of which the Court may take judicial notice. As such, there is no genuine issue of material fact, and this Defendant, as well as the other Defendants, is entitled to judgment as a matter of law.

Signature Page to Follow

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Respectfully Submitted,



Francis M. Mack, SC Bar No.: 3505
Emily R. Gifford, SC Bar No.: 72785
Richardson, Plowden & Robinson, P.A.
1900 Richland Street
P.O. Drawer 7788 (29202)
Columbia, SC 29201
(803) 771-4400
fmack@RichardsonPlowden.com
**ATTORNEY FOR LCK CONSTRUCTION
SERVICES, LLC**

January 25, 2011
Columbia, SC

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Albert Jackson, Jr.,

Plaintiff,

vs.

Leopardo Companies, Inc., Swamp
Fox Utilities, LLC, LCK
Construction Services, LLC and City
of Beaufort,

Defendants.

IN THE COURT OF COMMON PLEAS

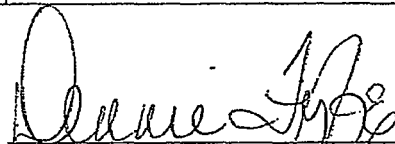
Civil Action No.: 2010-CP-07-5231

CERTIFICATE OF SERVICE

11 JAN 26 PM 3:09
JENNIFER ROSENEAU
CLERK OF COURT
BEAUFORT COUNTY, S.C.

I, the undersigned, an employee of Richardson, Plowden & Robinson, P.A., attorneys for the Defendant, LCK Construction Services, LLC, and do hereby certify that I have served *LCK Construction Services, LLC's Motion for Summary Judgment*, to the attorneys of record by way of U.S. Mail at the addresses indicated below:

<u>Attorney for Plaintiff:</u> Mr. James H. Moss, Esquire Moss, Kuhn & Fleming, P.A. P.O. Drawer 507 1501 North Street Beaufort, SC 29901-0507	<u>Attorney for Leopardo Companies, Inc.:</u> David S. Black Howell, Gibson & Hughes, P.A. Post Office Box 40 Beaufort, SC 29901
<u>Attorney for Swamp Fox Utilities, LLC:</u> William T. Young, III Howell, Gibson & Hughes, P.A. Post Office Box 40 Beaufort, SC 29901	<u>Attorney for City of Beaufort:</u> William B. Harvey, III Post Office Box 1107 Beaufort, SC 29901-1107



Dennie Fyfe Legal Assistant to
Francis M. Mack and Emily R. Gifford

January 25, 2011
Columbia, SC

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2010-CP-07-5231

ALBERT JACKSON, JR.,

Plaintiff,

v.

LEOPARDO COMPANIES, INC.,
SWAMP FOX UTILITIES, L.L.C.,
LCK CONSTRUCTION SERVICES,
LLC, AND CITY OF BEAUFORT,

Defendants.

MOTION FOR SUMMARY JUDGMENT
BY DEFENDANT CITY OF BEAUFORT

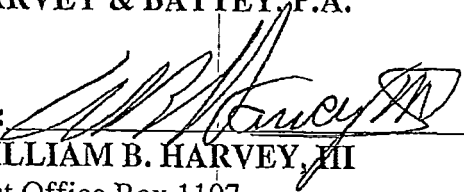
TO: JAMES MOSS, ESQUIRE, ATTORNEY FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that on the 10th day after service hereof, or as soon thereafter as counsel may be heard, Defendant City of Beaufort, by and through its undersigned attorney, will move the Court for an Order granting this Defendant, and the other Defendants, Summary Judgment as a matter of law.

This motion is based upon the pleadings in this case, the documents that are filed and off record with the RMC office of Beaufort County, and with the Beaufort County Clerk of Court, and upon such law as may be appropriate, and is made on the grounds that, at all times alleged in the complaint, the property in question, Lot 26 Higgonville, was owned in fee simple by the City of Beaufort, free and clear of all claims and encumbrances, and as a matter of law Plaintiff therefore cannot claim title or other right or interest to said property or any building or fixture thereon. This is shown by the documents of record, of which the Court

may take judicial notice. As such, there is no genuine issue of material fact, and this Defendant, as well as the other Defendants, are entitled to judgment as a matter of law.

HARVEY & BATTEY, P.A.

By: 

WILLIAM B. HARVEY, III

Post Office Box 1107

Beaufort, South Carolina 29901-1107

843-524-3109 telephone

843-524-6973 telefax

Attorneys for Defendant City of Beaufort

Beaufort, South Carolina

Dated: 12/17, 2010

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

ALBERT JACKSON, JR.

☐ Plaintiff

v.

Leopardo Companies, Inc., Swamp Fox Utilities, Llc,
Lck Construction Services, And City Of Beaufort

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2010-CP-07-5231

MOTION INFORMATION FORM
AND COVER SHEET

Plaintiff's Attorney:
William B. Harvey, Iii, Bar No. 2792
Address:
P.O.BOX 1107, BEAUFORT, SC 29901
phone: 843-524-3109 fax: 843-524-6973
e-mail: bharvey@harveyandbattey.com other:

Defendant's Attorney:
, Bar No.
Address:
phone: fax:
e-mail: other:

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

SECTION I: Hearing Information

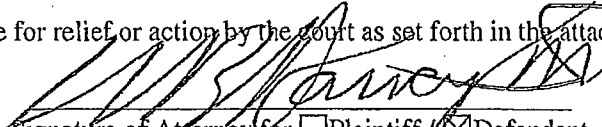
Nature of Motion: FOR SUMMARY JUDGMENT BY DEFENDANT CITY OF BEAUFORT

Estimated Time Needed: 30 Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion Type

- ☒ Written motion attached
☐ Form Motion --

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


Signature of Attorney for ☐ Plaintiff / ☒ Defendant

December 17, 2010
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

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

JUDGE'S SECTION

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

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Collected by: _____

Date Filed:

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

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

CASE NUMBER: 2010-CP-07-5231

ALBERT JACKSON, JR.,)

JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Plaintiff,)

v.)

PLAINTIFF'S RETURNS TO MOTIONS FOR

SUMMARY JUDGMENT OF LEOPARDO

LEOPARDO COMPANIES, INC.,)

COMPANIES, INC., SWAMP FOX UTILITIES,

SWAMP FOX UTILITIES, L.L.C.,)

L.L.C., LCK CONSTRUCTION SERVICES, LLC,

LCK CONSTRUCTION SERVICES,)

AND CITY OF BEAUFORT

LLC, AND CITY OF BEAUFORT,)

Defendants.)

These matters have come before the Court pursuant to the filings of Motions for Summary Judgment by all four (4) Defendants, David S. Black for Leopardo Companies, Inc., William T. Young, III, for Swamp Fox Utilities, L.L.C., Francis M. Mack for LCK Construction Services, LLC, and William B. Harvey for the City of Beaufort.

The Motion for Summary Judgment of LCK Construction Services, LLC is based on the assertion that the lot, at all times, was owned by the City of Beaufort, and that the Plaintiff cannot claim title or other right or interest to said property or any building or fixture thereon.

Swamp Fox Utilities, L.L.C. makes its Motion for Summary Judgment stating that the Plaintiff had no ownership interest based on what it found in the Beaufort County Courthouse. It further states that the City of Beaufort is the rightful owner.

Leopardo Companies, Inc.'s Motion for Summary Judgment also states that the City of Beaufort is the owner of said property.

Next is the Motion for Summary Judgment of the City of Beaufort filed by William B. Harvey, III, setting forth that the property is owned in fee simple by the City of Beaufort, free and clear of all claims and encumbrances as a matter of law, to which, of course, this Plaintiff takes exception.

1. The Discovery has not been completed in this case, but the Plaintiff is going to present certain documents here so that the Discovery may be done in an orderly fashion. No depositions have been taken in this case, and the Plaintiff is sending out a Notice at this time to take the depositions of 30(b)(6) witnesses for the various Defendants to ascertain particularly what their duties were on this construction site.

2. The Plaintiff offers certain documents at this time in support of his opposition to the Motions for Summary Judgment showing the location of the house on the lot, which has been there for over twenty (20) years. The Plaintiff will have Albert Jackson, Jr. and his sister at this hearing to give live testimony about that house and when they found out it was destroyed. Because the house has been on this lot since 1956 or earlier, it was originally owned by Albert Jackson, Sr. and his wife, and is now owned by Albert Jackson, Jr. and his sister. The Plaintiff has owned this property continuously, hostilely, openly, notoriously and exclusively for over twenty (20) years.

3. Apparently, the City of Beaufort, is relying on a quiet title action which was done and upon a deed upon which they paid an ostensible heir \$38,000.00. Although the testimony from that hearing is not available at this time, it appears from the Order that was signed that the gentleman who signed the deed claims to have adversely possessed this property for over twenty (20) years. This is not true.

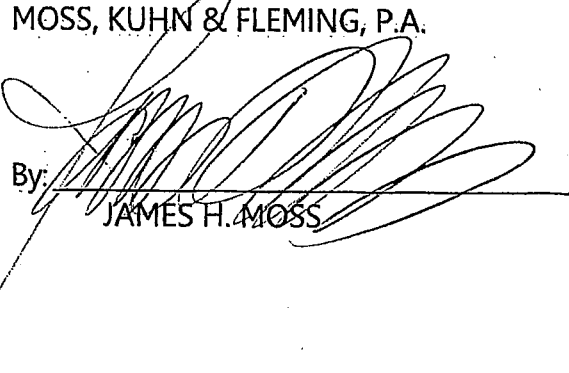
4. The lot in question is the third (3rd) lot from the corner on Lovejoy Street, which has been misnumbered on certain deeds and documents. It is the third (3rd) lot East of the corner, and it is also shown as 1905 Lovejoy. The Plaintiff has a picture of the house which has been furnished to the Defendants showing the house upon the property. Additionally, the Plaintiff has a photograph showing the tree on the property that is the same tree showing the property next to it, showing that this is the area where the house was located. No one in the Jackson family, or any of the heirs of the Jacksons, were named in the lawsuit that was filed, nor were the Jacksons ever served with any type of pleading concerning this property.

5. The records will also show that a dilapidated building was taken from the back of this lot at one point in time by the City of Beaufort, and a lien was filed by the City of Beaufort, which was paid off by the Jackson family. This was a Demolition Lien. Why would the City of Beaufort pay the Jacksons off, or set a Demolition Lien on property owned by them, and accept a payment of the lien from the Jacksons when, in fact, the City of Beaufort claims ownership of the property.

6. Because this is a Summary Judgment Motion, the Plaintiff will introduce numerous exhibits at the hearing, instead of attaching to this Brief, to be considered in this return.

For the reasons above stated, the Motions for Summary Judgment should be denied at this time.

MOSS, KUHN & FLEMING, P.A.

By: 

JAMES H. MOSS

Beaufort, South Carolina
June 2, 2011



tabbles

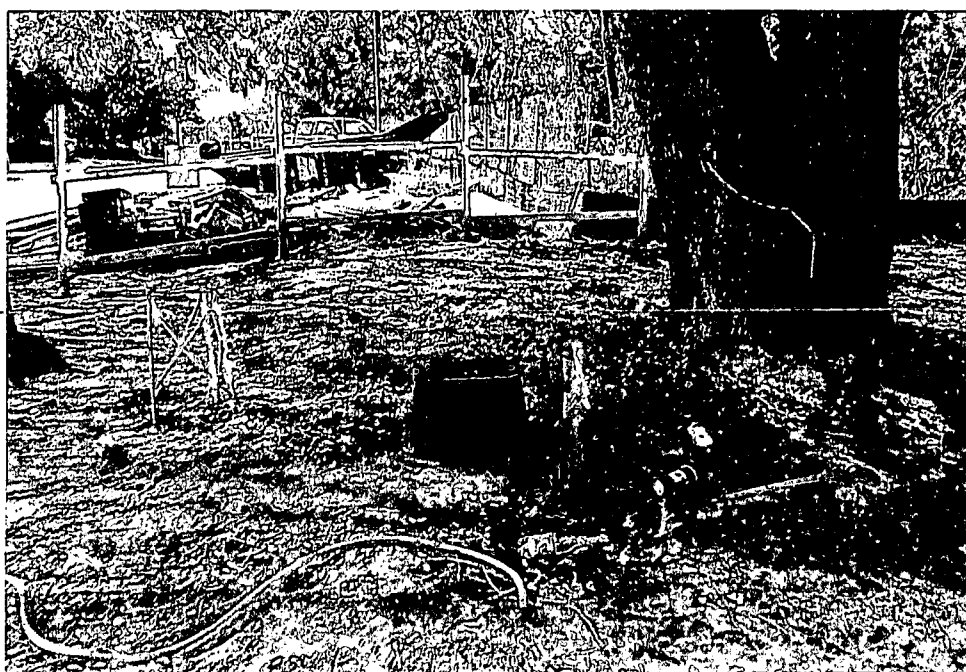
**PLAINTIFF'S
EXHIBIT**

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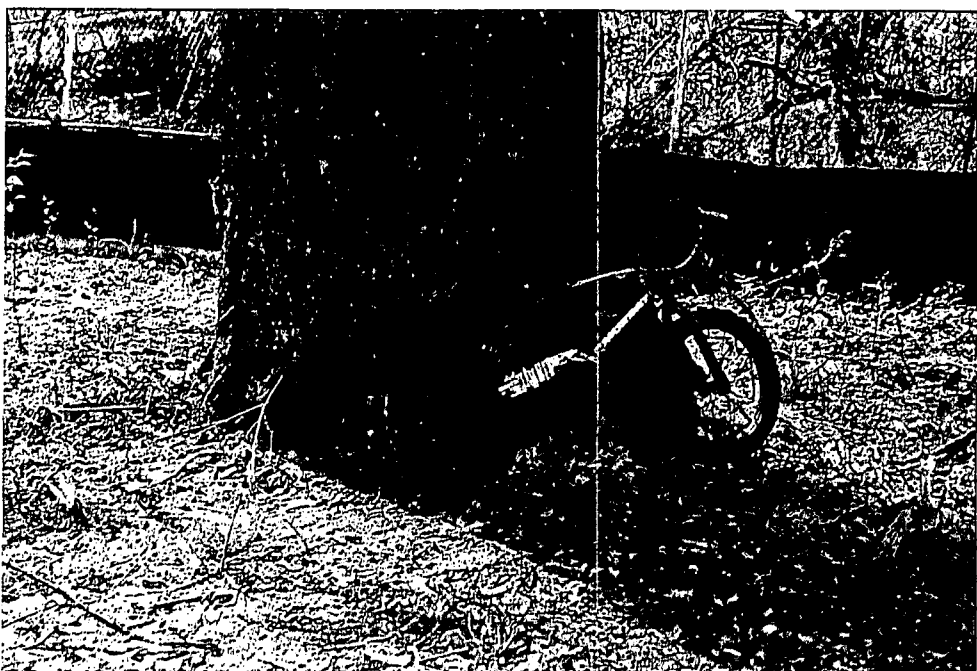
Albert Jackson

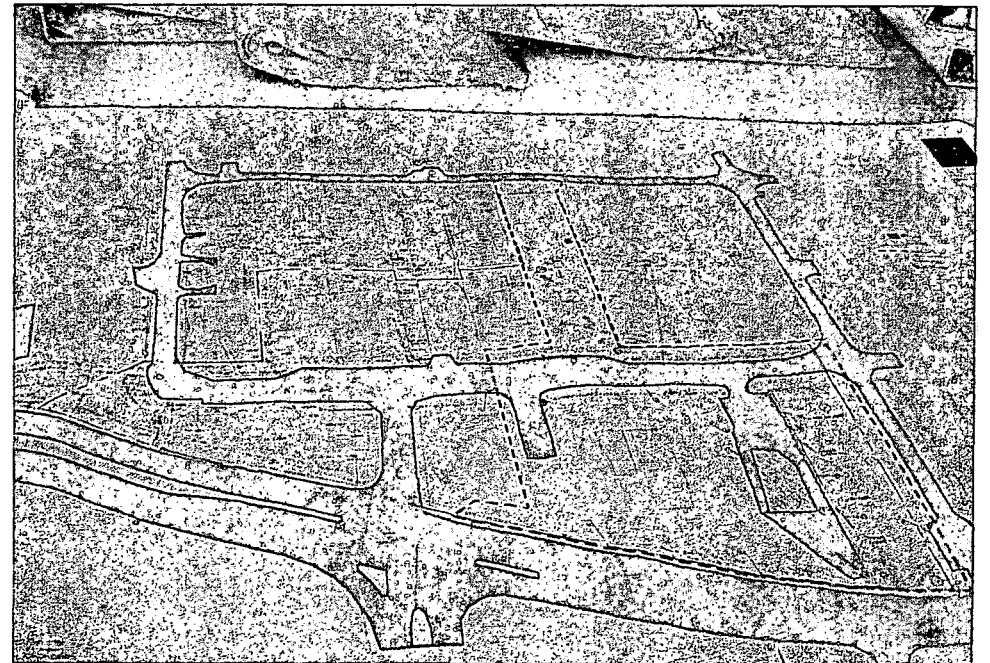
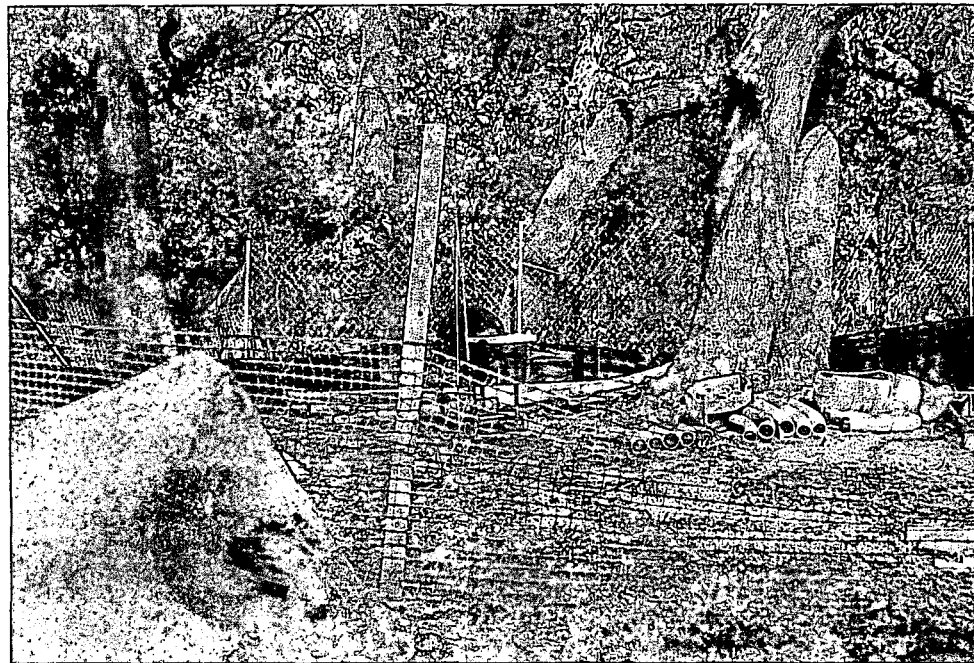
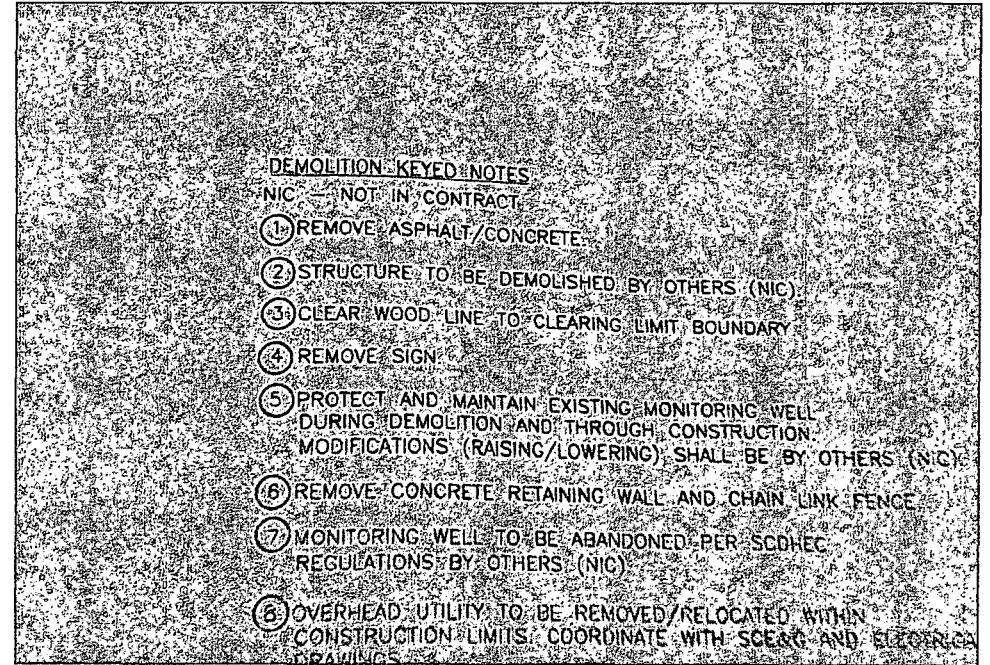
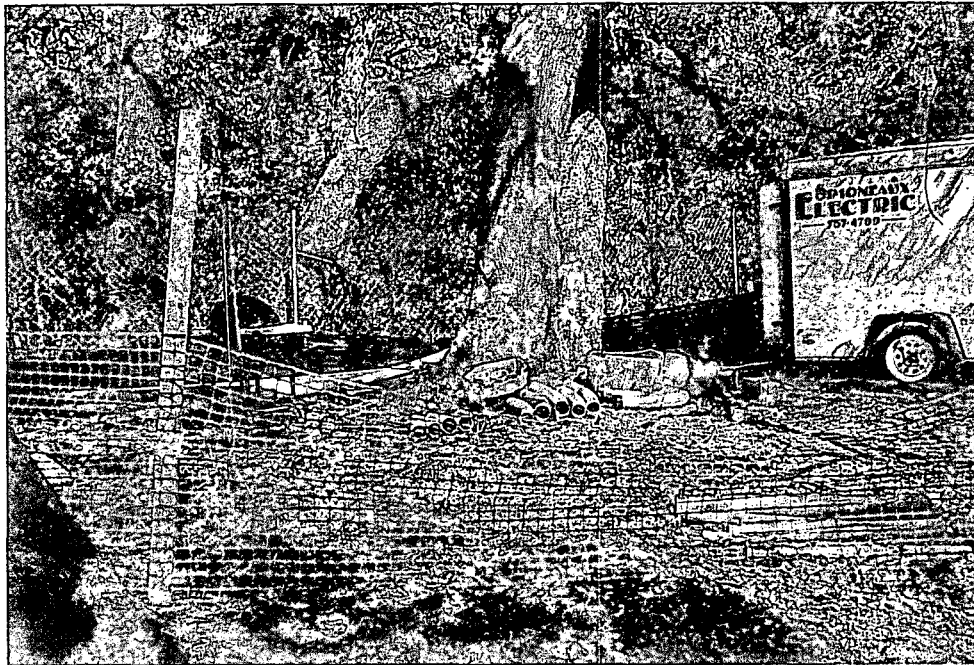
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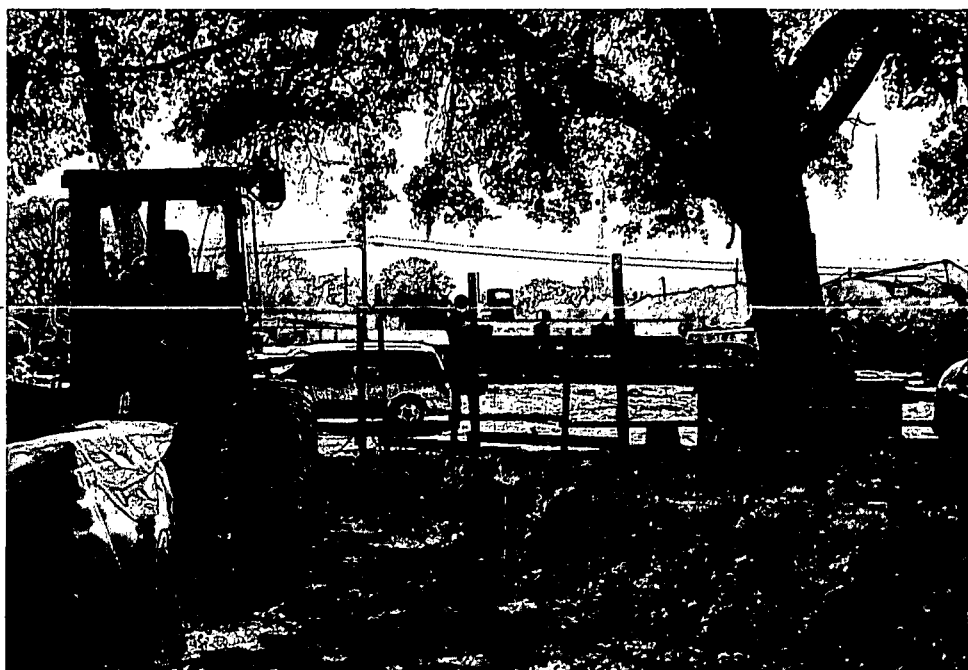
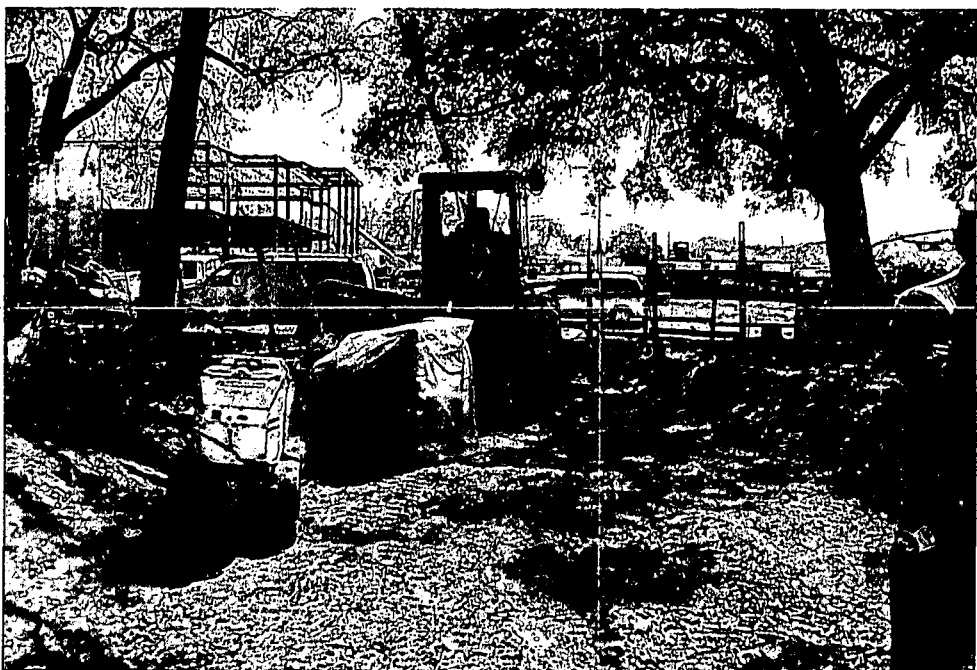




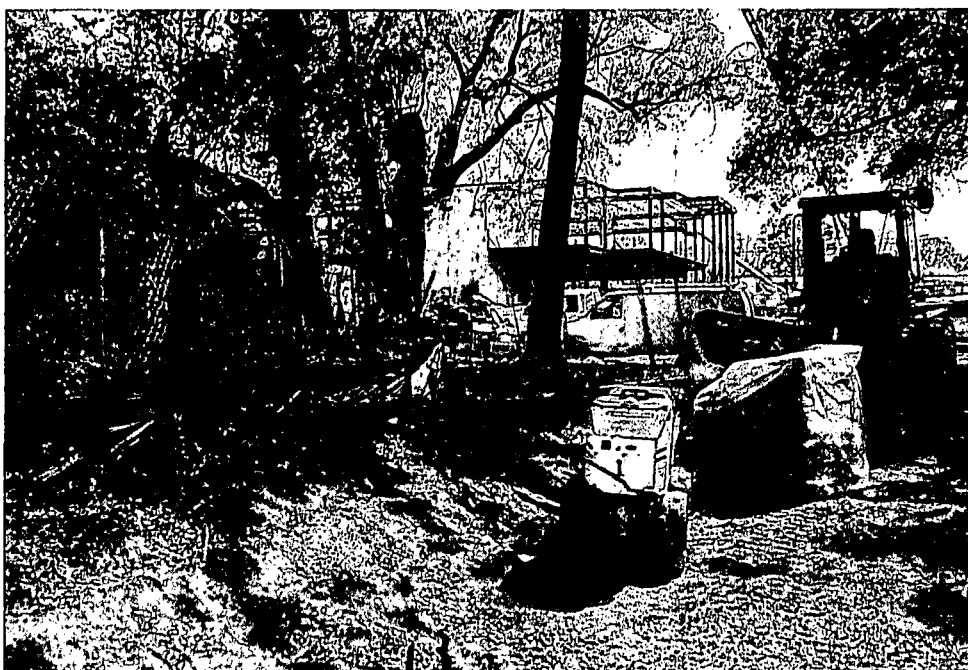
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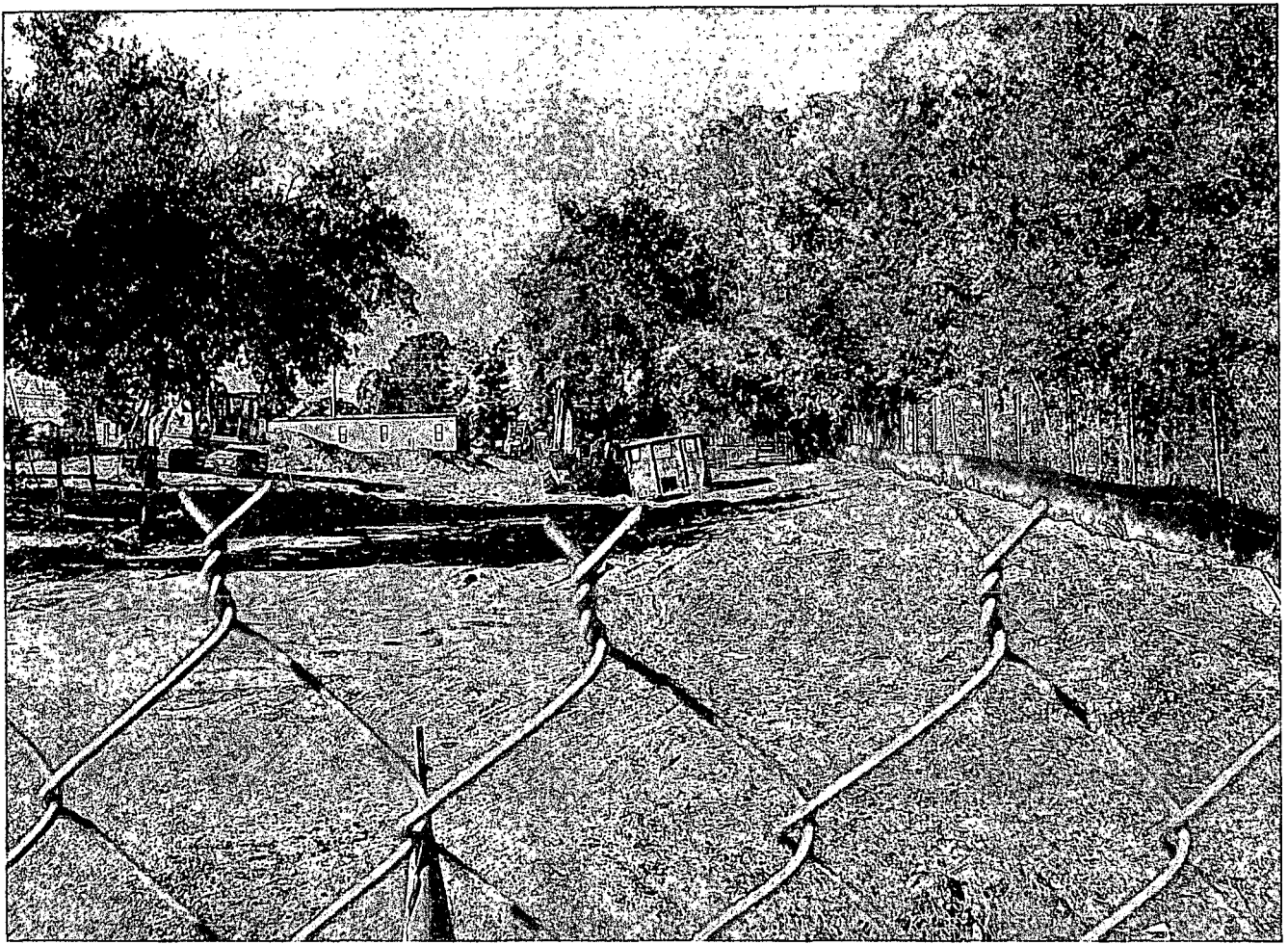




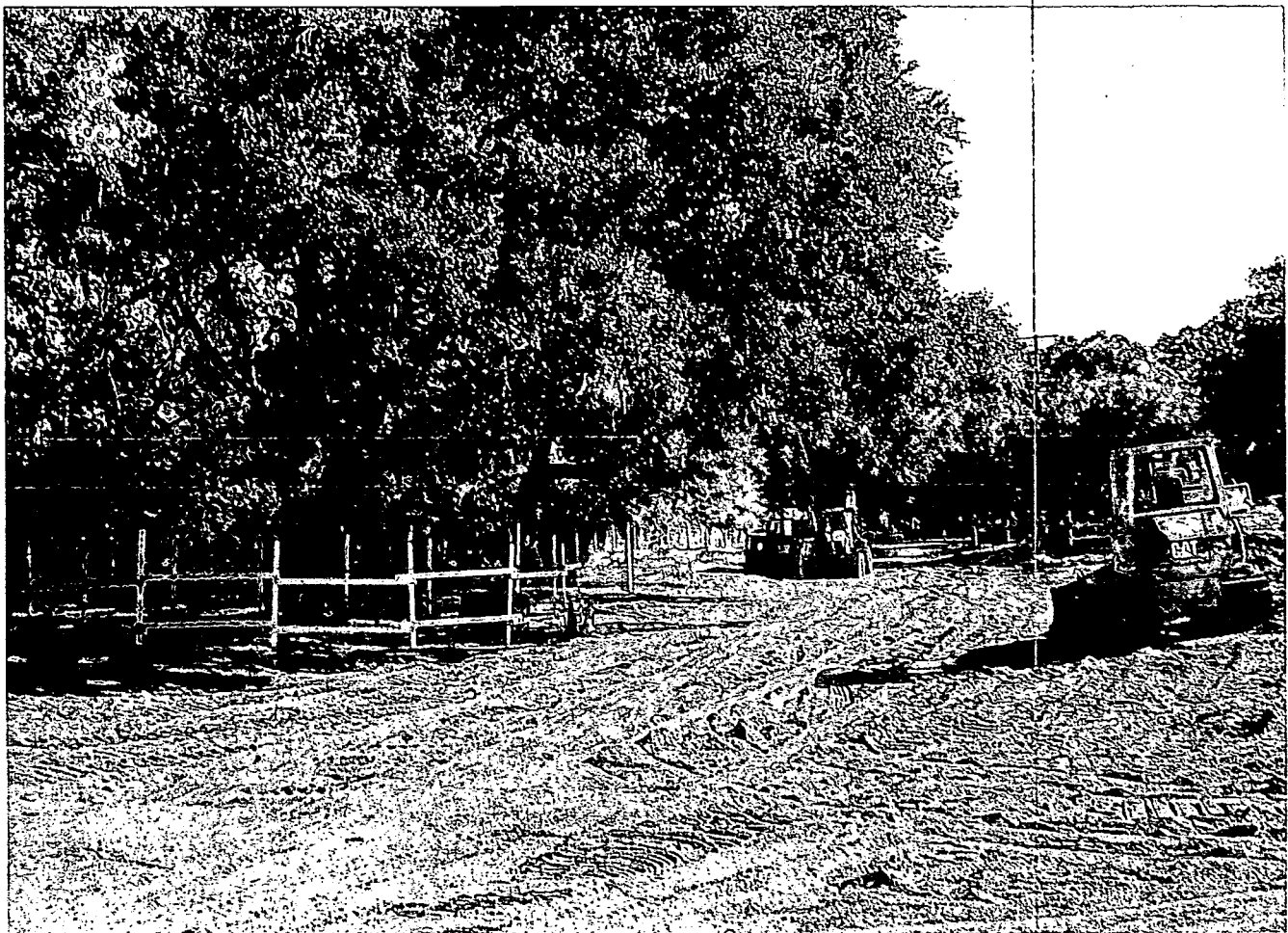
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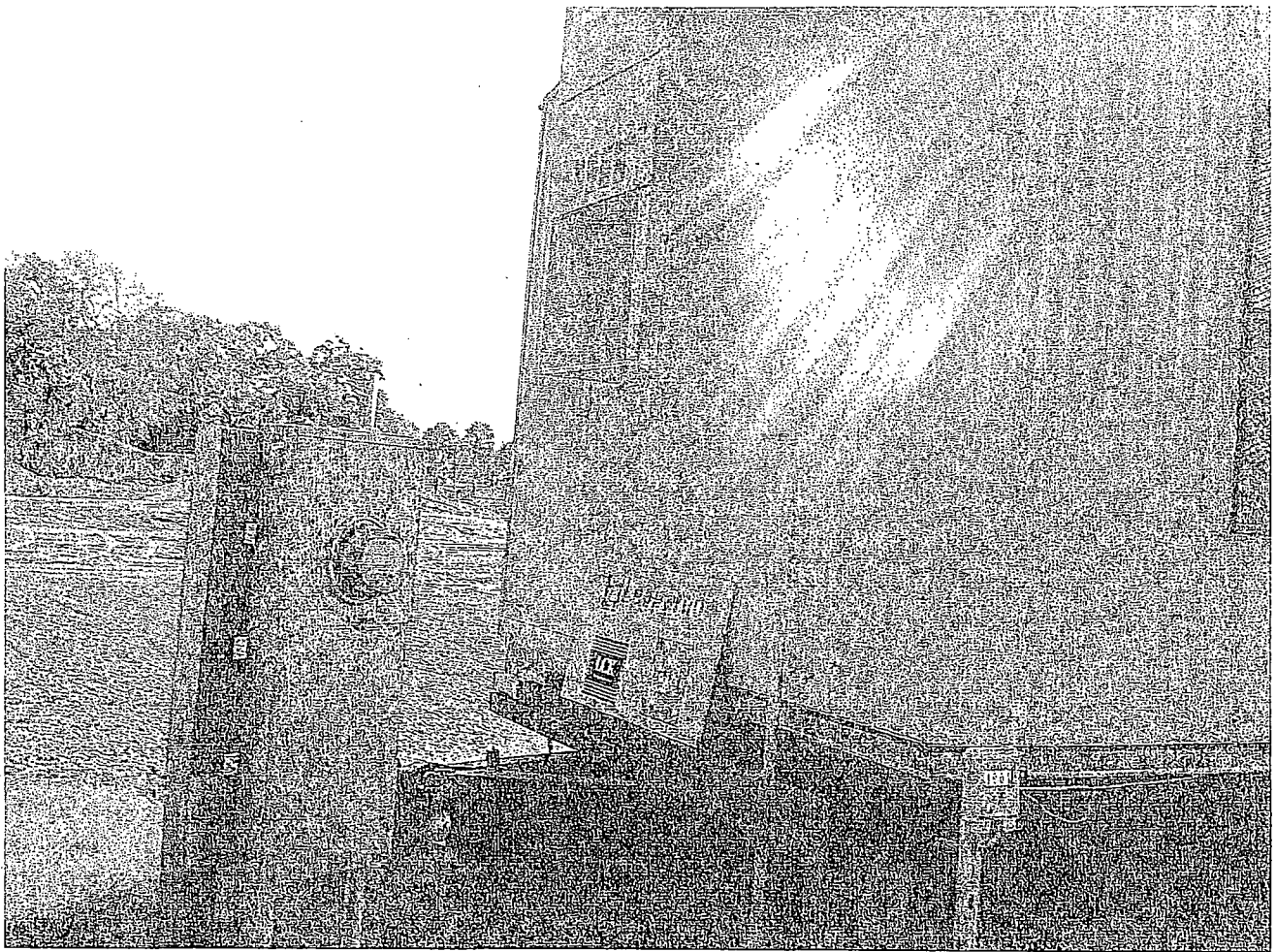
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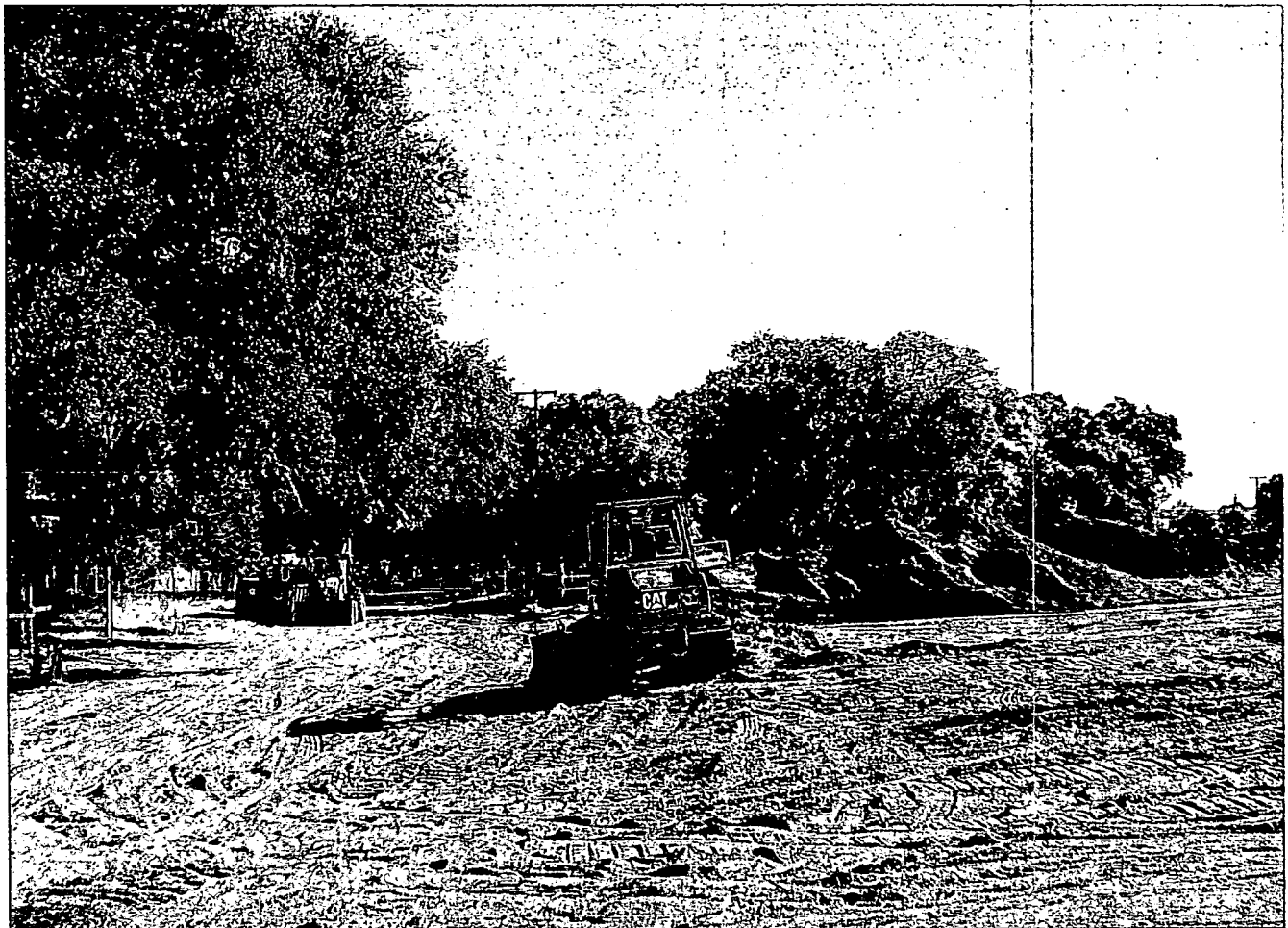
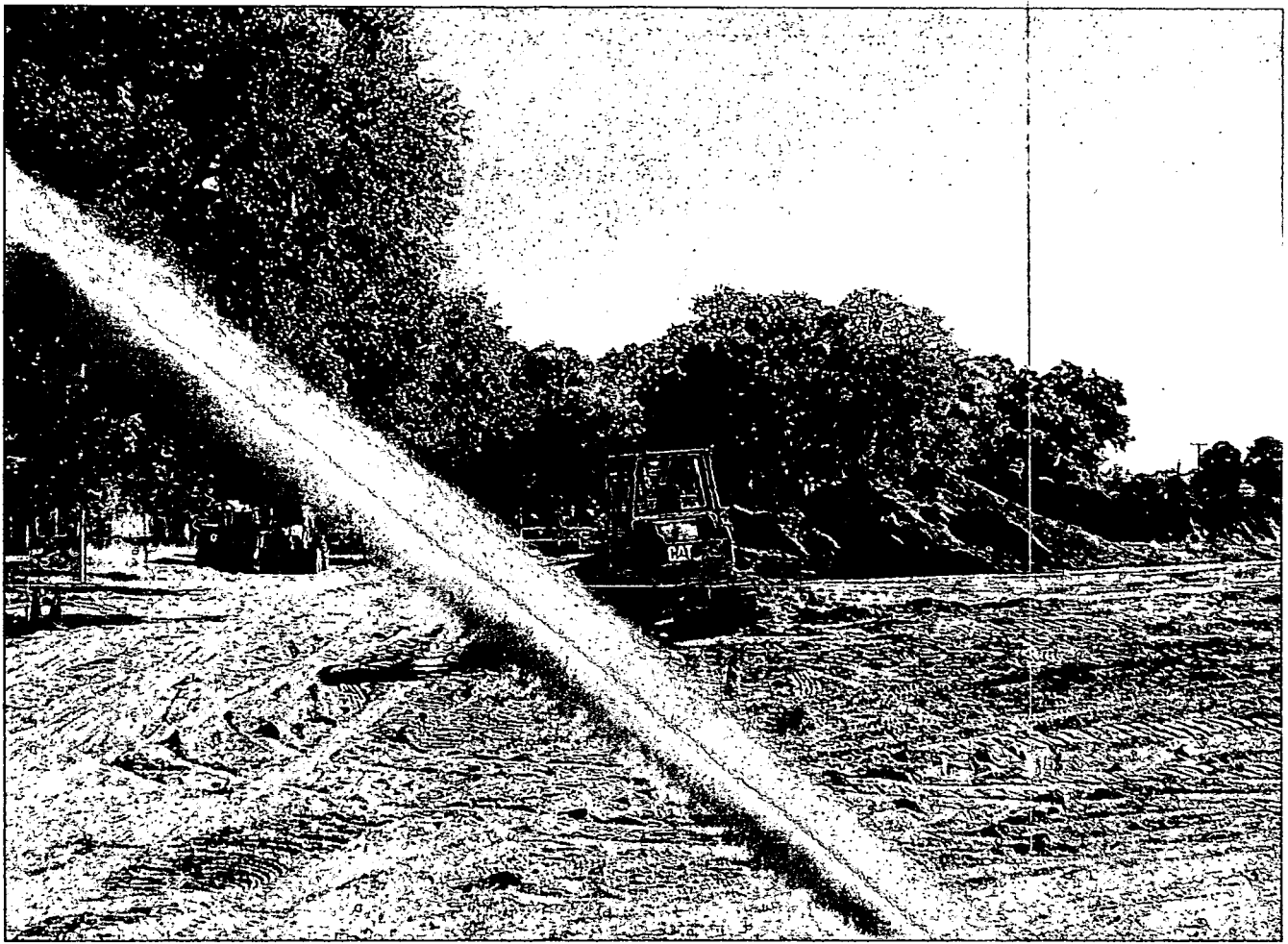
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CONSTRUCTION

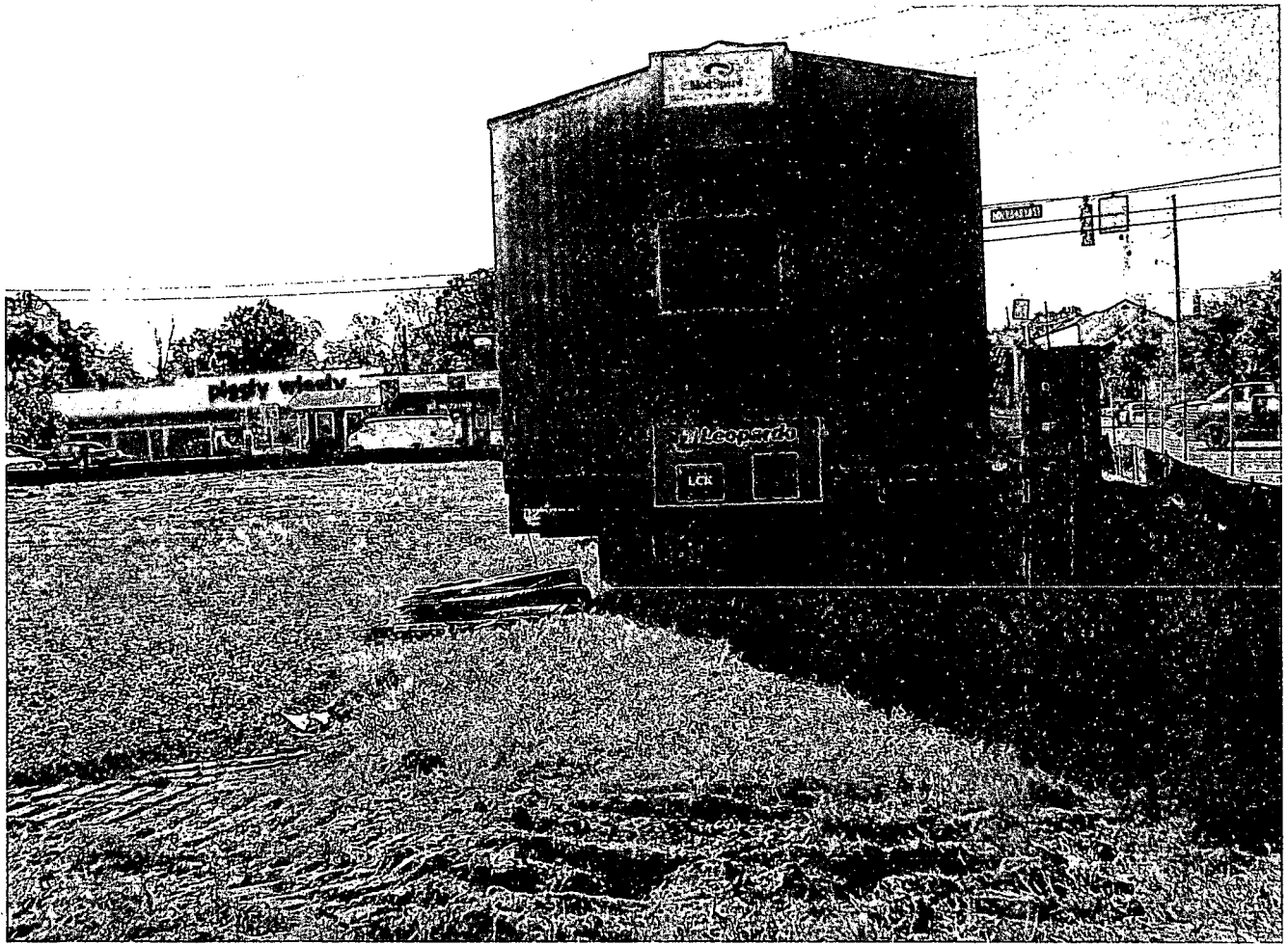
SALES & MARKETING OFFICE
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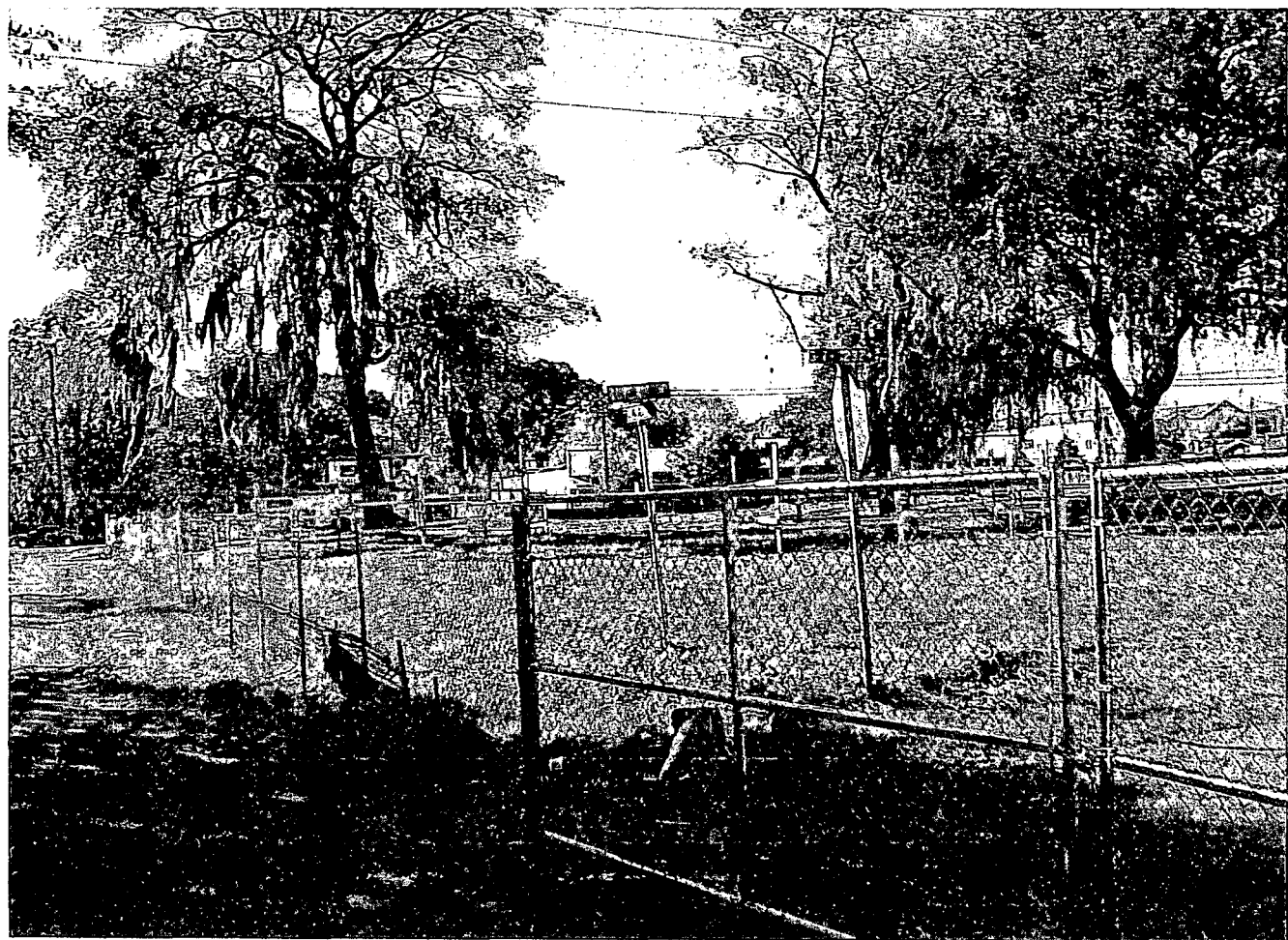


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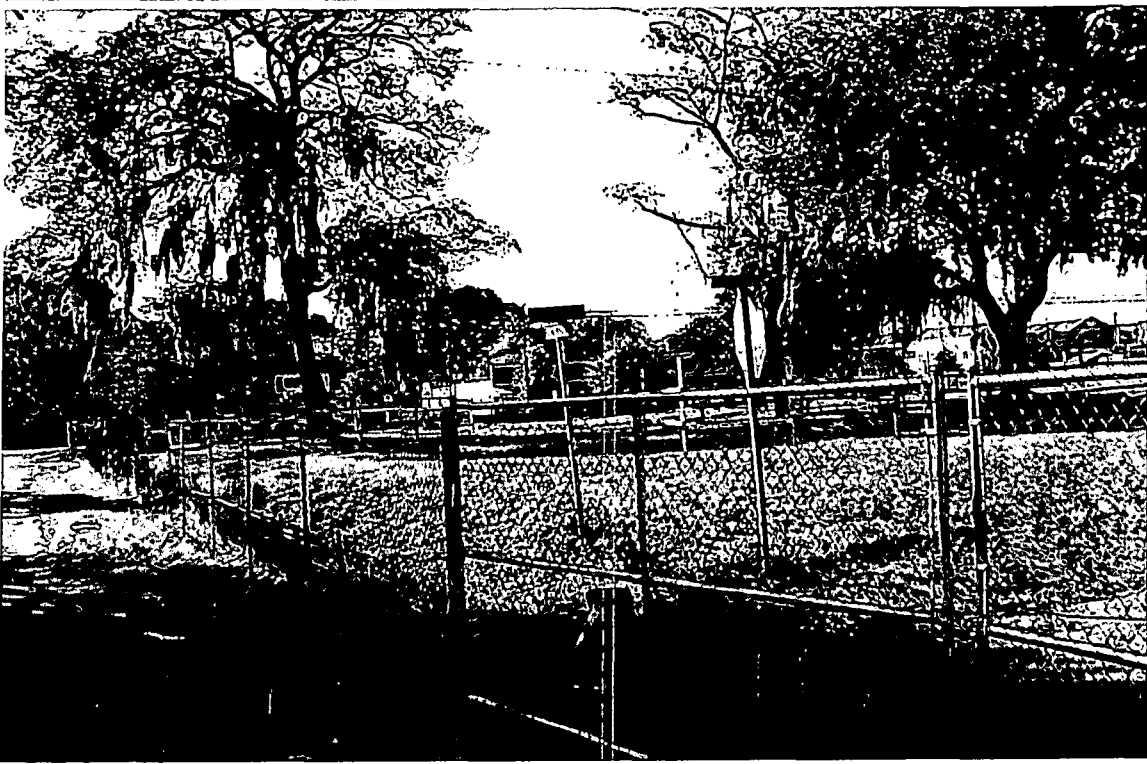
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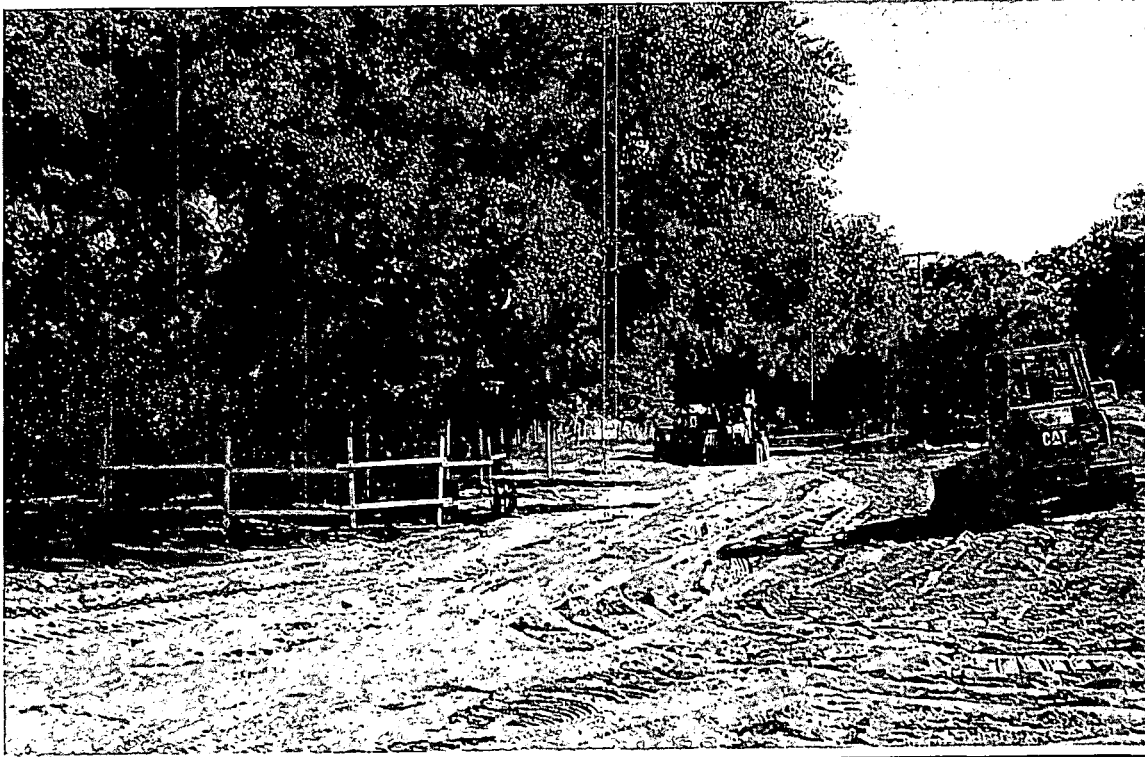
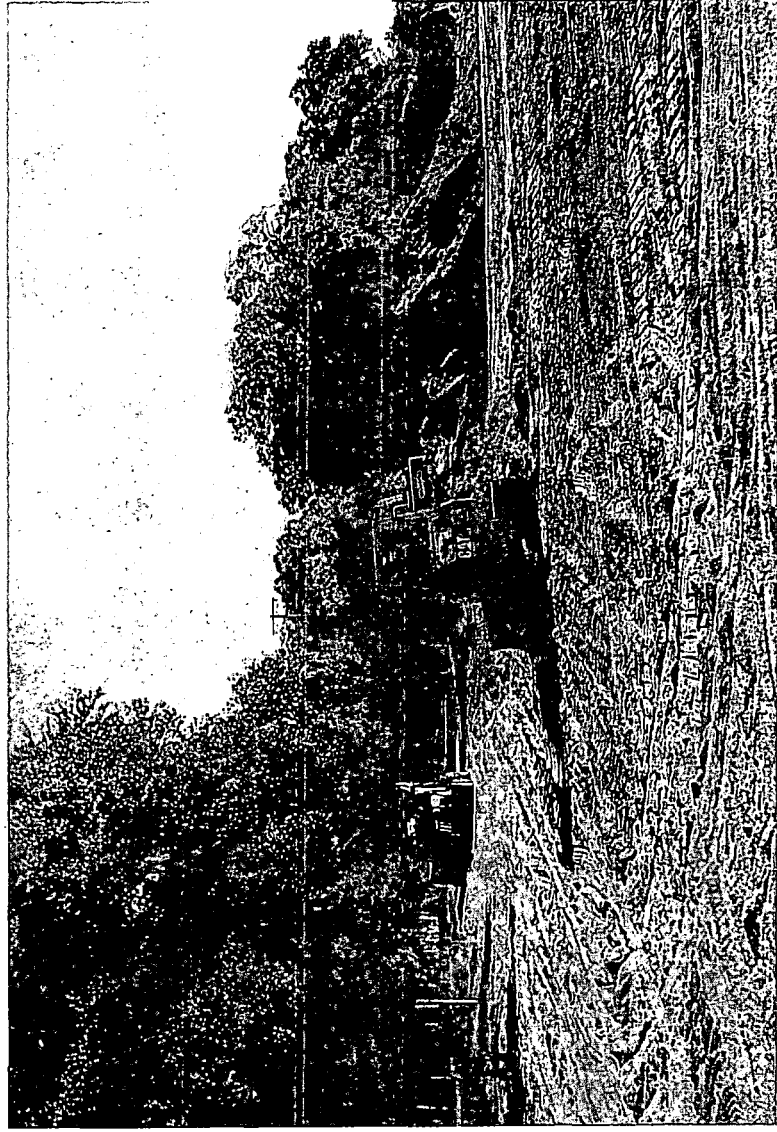
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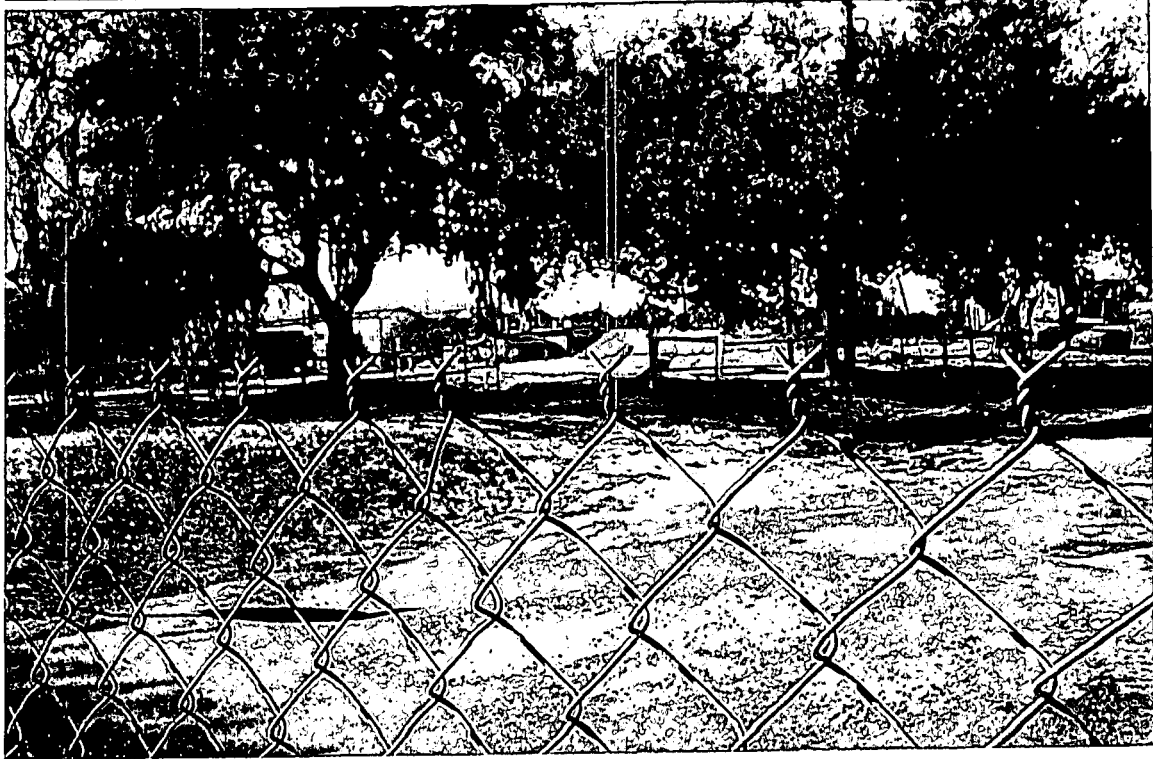


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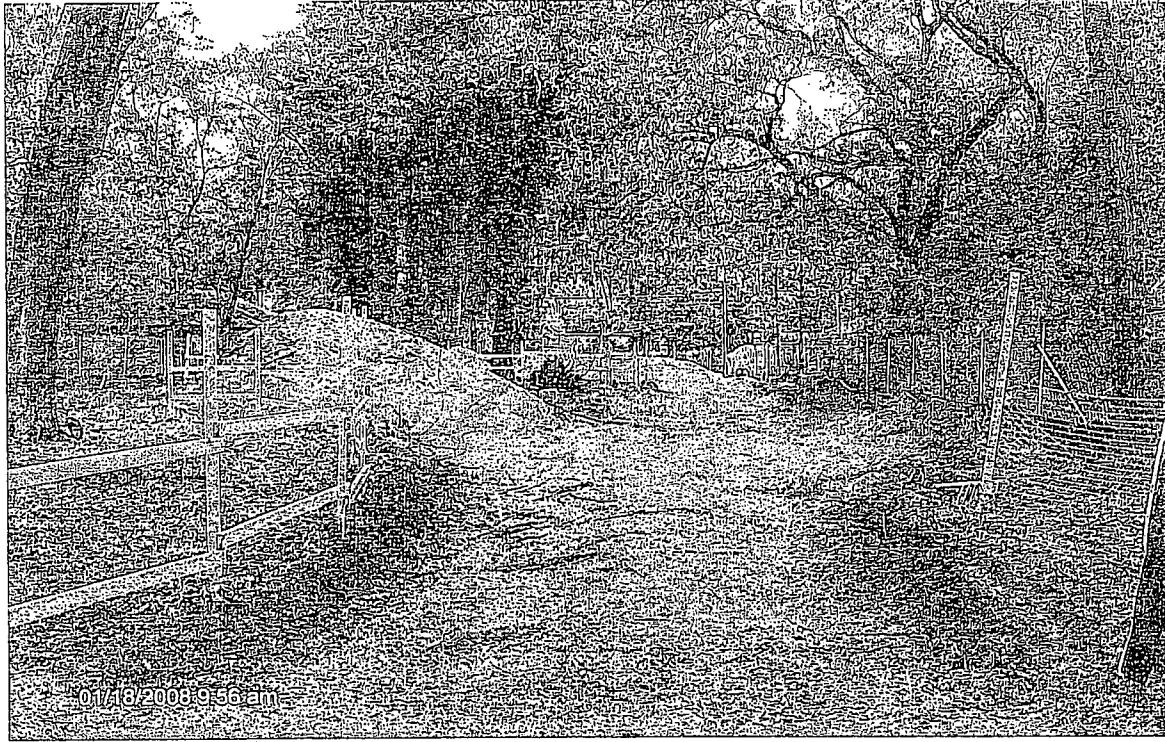


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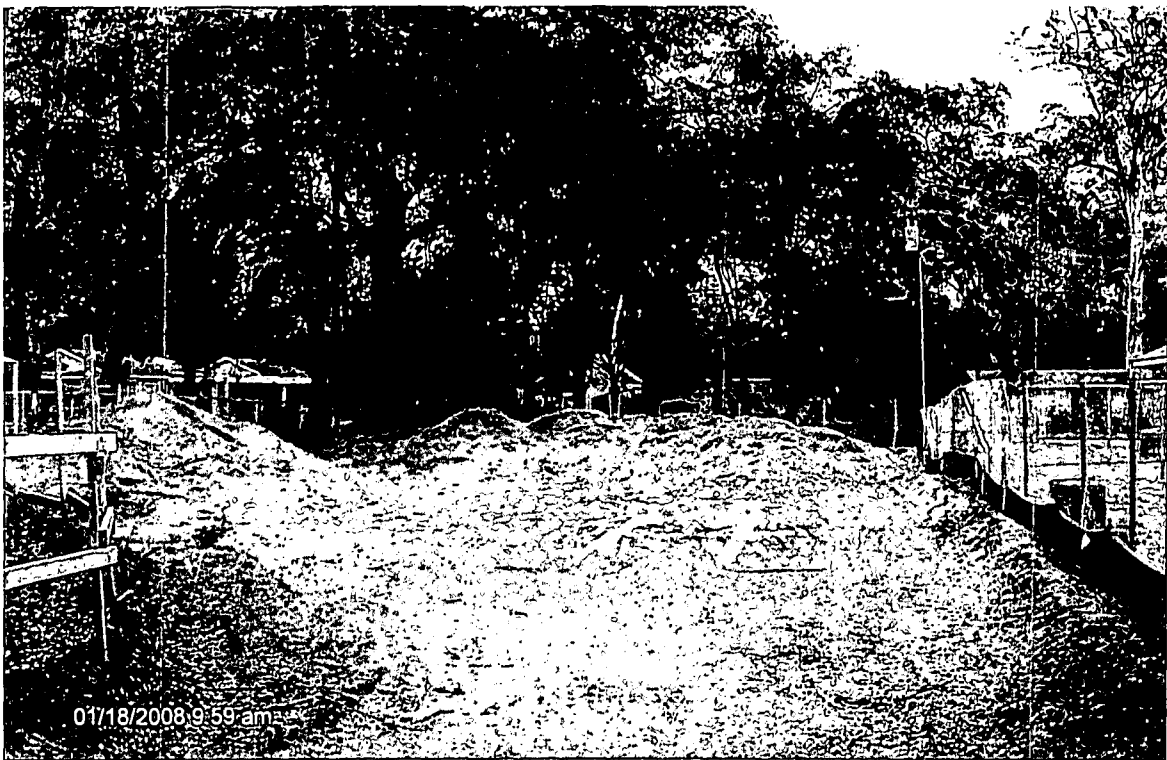
Southeastern Office
940 Johnnie Dodds Blvd.
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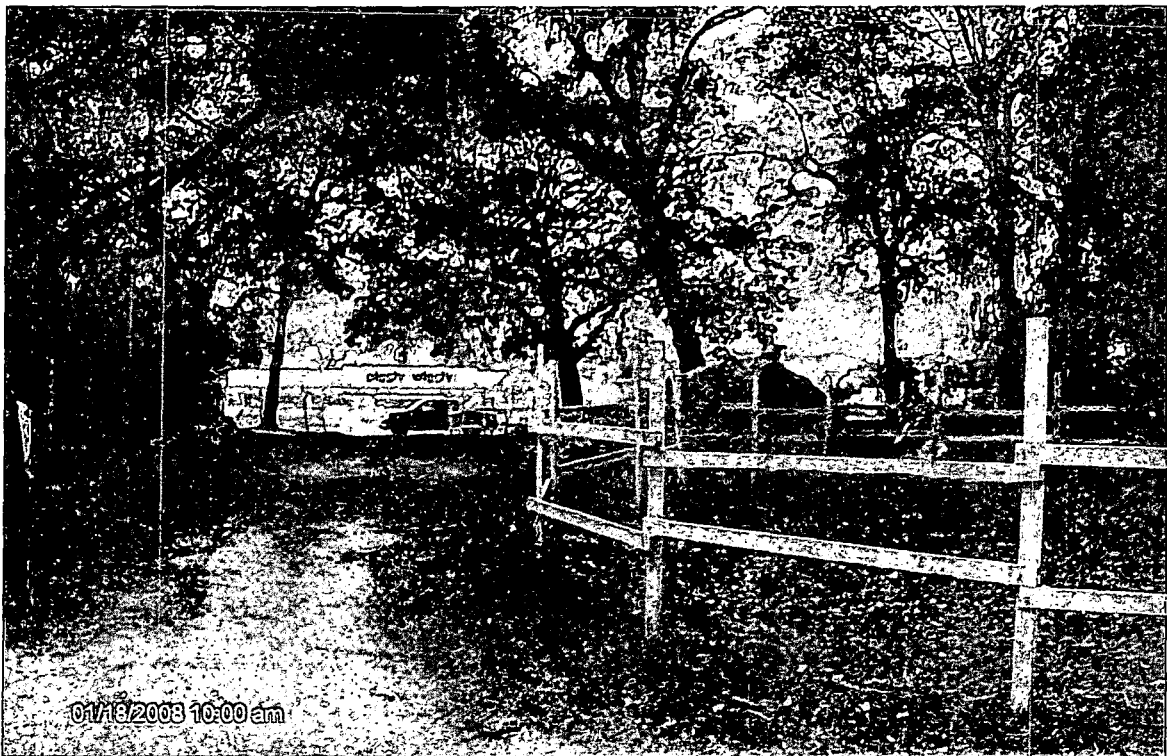
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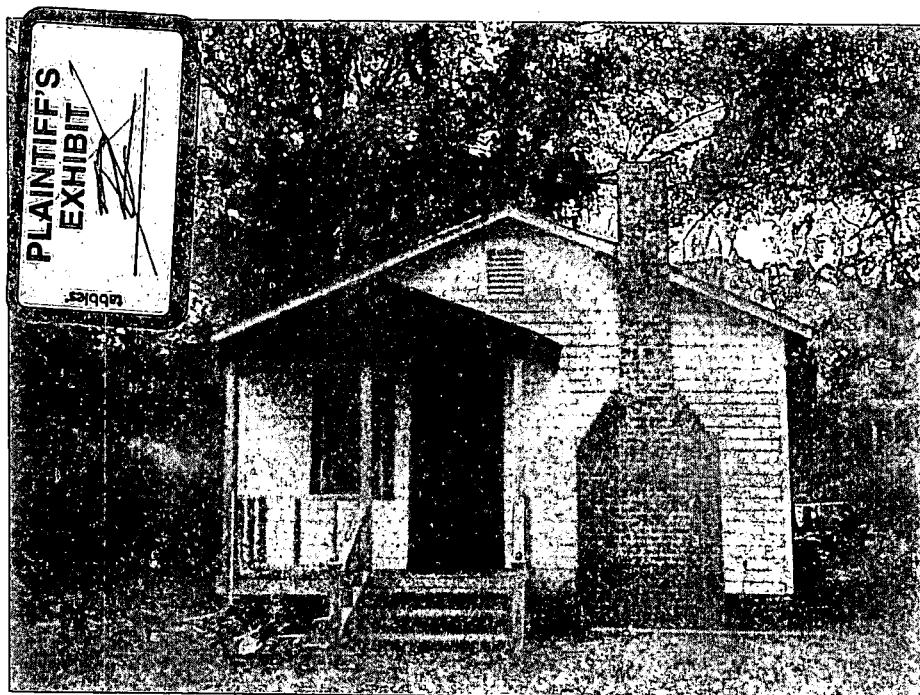
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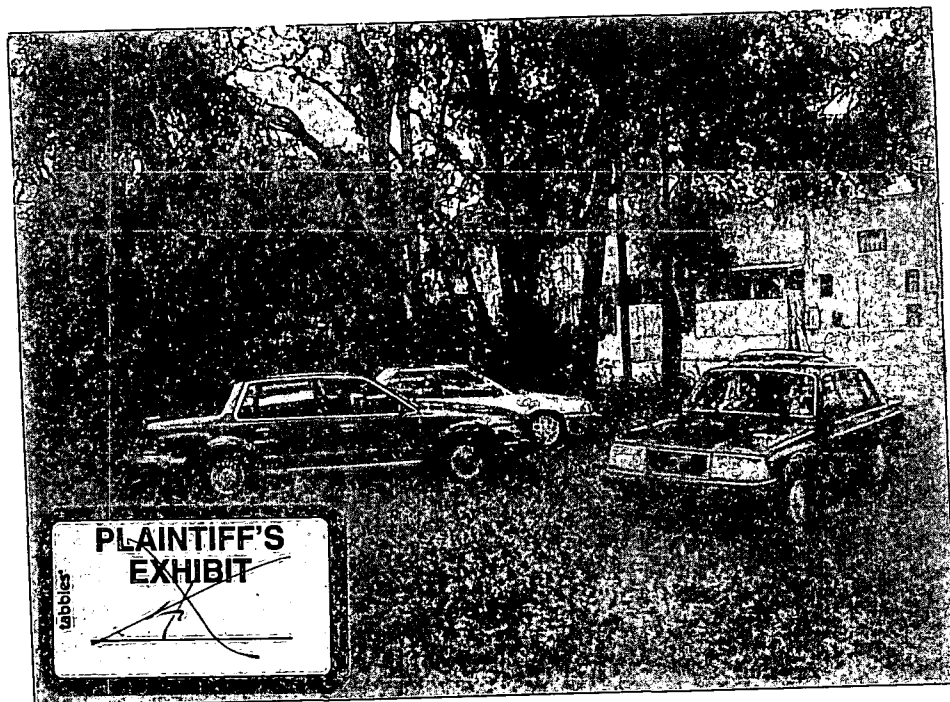
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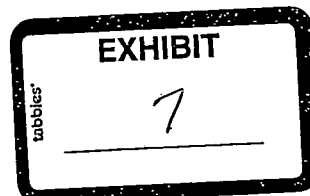
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Mapping		Search	
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Selection Options			
Selected Parcels		Feature	
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KEYNO	00200669 Access Tax		
COORD		View Birds Eye Imagery	
GISFILEOWNER 1	JACKSON CHARLENE S		
GISFILEOWNER 2			
GISFILEOWN ST 1	1519 PALMETTO STREET		
GISFILEOWN CITY 2	BEAUFORT		
GISFILEOWN STATE 2	SC		
GISFILE.ZIP	29902		

Site Information

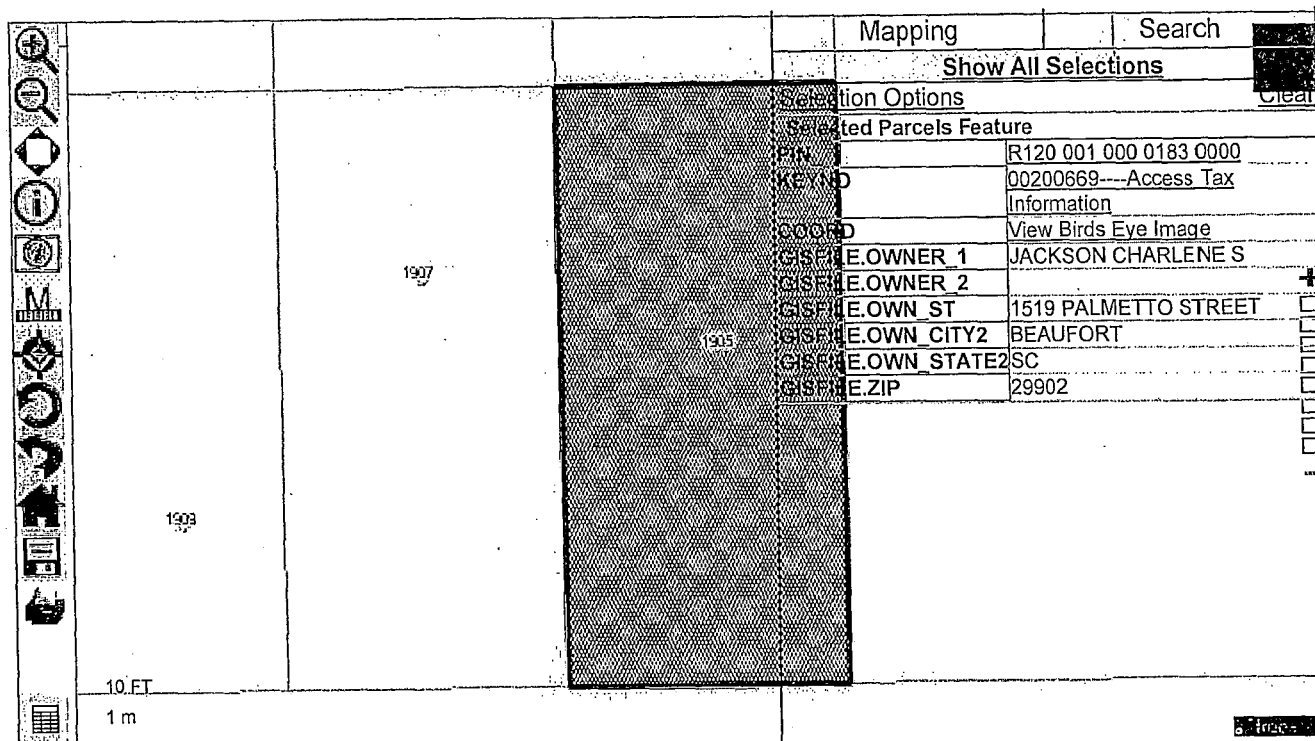


Map Tool Options

The current cursor mode is set to 'Zoom In'. Clicking on the map directly will zoom in on the map centered at the point clicked. Dragging on the map will create a 'Zoom Window' which will be used to approximate the new extent of the map.

Active Tool: **Zoom In**

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Mapping Search

Show All Selections

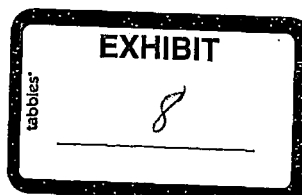
Selection Options

Selected Parcels Feature

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KEY ID	00200669---Access Tax Information
COORD	View Birds Eye Image
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GISFILE.OWNER_2	
GISFILE.OWN_ST	1519 PALMETTO STREET
GISFILE.OWN_CITY2	BEAUFORT
GISFILE.OWN_STATE2	SC
GISFILE.ZIP	29902

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Site Information



Map Tool Options

Active Tool: **Zoom In**

The current cursor mode is set to 'Zoom In'. Clicking on the map directly will zoom in on the map centered at the point clicked. Dragging on the map will create a 'Zoom Window' which will be used to approximate the new extent of the map.

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CERTIFICATE OF SERVICE

This is to certify that I have this date served a copy of the within and foregoing **PLAINTIFF'S RETURNS TO MOTIONS FOR SUMMARY JUDGMENT OF LEOPARDO COMPANIES, INC., SWAMP FOX UTILITIES SERVICES, L.L.C., LCK CONSTRUCTION SERVICES, LLC, AND CITY OF BEAUFORT** upon opposing counsel:

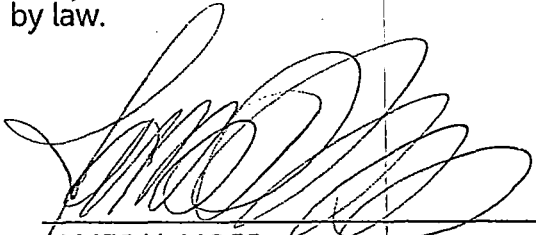
Francis M. Mack, Esquire
Richardson, Plowden & Robinson, P.A.
Post Office Drawer 7788
Columbia, South Carolina 29202

David S. Black, Esquire
Howell, Gibson and Hughes, P.A.
Post Office Box 40
Beaufort, South Carolina 29901

William B. Harvey, III, Esquire
Harvey & Battey, P.A.
Post Office Box 1107
Beaufort, South Carolina 29901-1107

William T. Young, III, Esquire
Howell, Gibson & Hughes, P.A.
Post Office Box 40
Beaufort, South Carolina 29901

by placing copies of the same in the United States Mail, properly addressed and with sufficient postage affixed thereto as required by law.



JAMES H. MOSS

Beaufort, South Carolina
June 7, 2011

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

COURT OF COMMON PLEAS
2010 CP 07 5231

Albert Jackson Jr.,
Plaintiff

VS

Leonardo Companies, et al,
Defendant

TRANSCRIPT OF RECORD

June 7, 2011
BEAUFORT COUNTY,
SOUTH CAROLINA

B E F O R E:

HONORABLE CARMEN T. MULLEN, Judge.

Deborah E. Everett
Official Court Reporter

 ORIGINAL

000112

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

James H. Moss, Attorney at Law
Attorney for the Plaintiff

William B. Harvey III, Attorney at Law
Attorney for the Defendant

David Shuler Black, Attorney at Law
Attorney for the Defendant

Emily Gifford, Attorney at Law
Attorney for the Defendant

William Young, Attorney at Law
Attorney for the Defendant

I N D E X

NO WITNESSES INTRODUCED

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EXHIBITS

1		
2		
3	C-1	Order Quieting Title
4	C-2	Photo
5	C-3	Title to Real Estate
6	C-4	Real Property View Screen
7	C-5	Demolition Lien
8	C-6	Photo
9	C-7	Photo
10	C-8	Permit for Construction
11	C-9	City of Beaufort vs Heirs and Devisees
12	C-10	Reply
13	C-11	Mortgage of Real Estate
14	C-12	Limited Appraisal Restricted Report
15	C-13	Quit Claim Deed
16	C-14	Release of Demolition Lien
17	C-15	Photos
18	C-16	Affidavit 7/12/05
19	C-17	Current Parcel Information
20	C-18	Plat
21	C-19	Summary Appraisal Lot 26, Lovejoy St. Bfirt
22	C-20	Summary Appraisal Lot 24, Lovejoy St. Bfirt
23	C-21	Document Board of Condemnation
24	C-22	Quit Claim Deed
25		

1 (Whereupon Hearing began at approximately 10:10 A.M.)

2 THE COURT: So my question is, who filed
3 first?

4 MR. WILLIAM HARVEY: I believe I probably
5 filed first, Your Honor, and I'll go ahead and take the
6 lead here because I represent the City of Beaufort.

7 This matter involves the -- a road that was
8 constructed linking Lovejoy Street to Morris Street
9 with the new city complex over here, right -- right
10 behind City Hall. I'm going to hand up to the Court
11 the Plat, which I've given counsel, which shows the
12 complex as it -- the property that was used to build
13 the complex and I point out to you -- to the Court --
14 that Lot 26, which I've denominated as 1907 Lovejoy
15 Street, is the property that we are dealing with.

16 THE COURT: Okay.

17 MR. WILLIAM HARVEY: I will hand up to the
18 Court a copy of the verified complaint that was filed
19 by the plaintiff and I would point out to the Court in
20 paragraph one that stated, The plaintiff is a resident
21 and the owner of all that piece of parcel or lot of
22 land located on Lovejoy Street, known as Lot 26,
23 Higginsonville, which is 1907.

24 Paragraph six, At all times the plaintiff was the
25 owner of the Lot shown on the address of 1907 Lovejoy

1 Street.

2 Back in paragraph fifteen, when he talks about the
3 plaintiff was a resident, at all times, is the owner of
4 Lot 26, Higginsonville subdivision, more specifically
5 designated as 1907 Lovejoy.

6 MR. JIM MOSS: Excuse me, Your Honor. So we
7 don't get -- we sent a letter correcting that telling
8 him that it was 1905 was his actual residence address
9 when we started. It's hard to tell from the numbers in
10 Higginsonville and get it transposed as opposed to the
11 address is 1905 Lovejoy Street, was the house that he
12 lived in and we are going to have pictures showing
13 that, Your Honor.

14 THE COURT: Okay. Well, I see that he has got
15 Lot 24 as designated as 1905; is that correct?

16 MR. WILLIAM HARVEY: Lot 24 is 1905. We admit
17 that the plaintiff's own Lot 24. We admit that there
18 was no house on Lot 24. The house that was torn down
19 to build the road that we are talking about is on Lot
20 26. I have --

21 THE COURT: Does Mr. Jackson own that lot?

22 MR. WILLIAM HARVEY: Mr. Jackson does not own
23 that lot. Lot 26 is owned by the city and I'll pass
24 that to the Court, a title for real estate dated 2003,
25 where the city bought Lot 26 from Daniel Green, and

1 there was some question about the title to Lot 26
2 because of the probate of the estate of William Jones.
3 And so we filed a Quiet Title action, in addition to
4 the deed, and we have an order acquiring title, which
5 you will see, that is dated September 24, 2004, and the
6 last paragraph says, By virtue of this default upon
7 motion plaintiff, I hereby declare, in order that as of
8 this date, Daniel Green was seized and possessed a fee
9 simple title to the subject real property described in
10 complaint free and clear of all encumbrances that he
11 was empowered to and did, in fact, convey a free and
12 clear title to the city of Beaufort on March 22, 2003
13 and that plaintiff, City of Beaufort, is the owner of
14 the fee simple title to said property.

15 THE COURT: Okay.

16 MR. HARVEY: I have -- Mr. Moss has
17 handed up or has given to us yesterday, pictures of a
18 house, which I'm sure he is going to parade in front of
19 the court today. As this Plat shows, there was a house
20 on 1907, which was the lot that the city owns, that is
21 Lot 26. This is the appraisal of Lot 26 and there is
22 the house on Lot 26.

23 THE COURT: Okay.

24 MR. WILLIAM HARVEY: That is the house that
25 Mr. Moss --

1 MR. JAMES MOSS: I haven't seen it. Can you
2 show me?

3 MR. WILLIAM HARVEY: Sure. To the contrary,
4 Your Honor, Lot 24, which we acknowledge, is owned by
5 the Jackson's. The City tried to buy Lot 24 from the
6 Jackson's because we wanted Lot 24 for spillover
7 parking for the municipal center. And we tried to buy
8 Lot 24 on February 12th of 2003. I have a certified
9 letter here to Ms. Charlene Jackson about Lot 24 and --
10 you know, I don't have another copy of this, but this
11 is the MAI appraisal of Lot 24 and dated June 10 of
12 2005 --

13 THE COURT: Does Mr. Moss need to see this?

14 MR. WILLIAM HARVEY: Yeah, he's had a copy. I
15 got a copy to him.

16 THE COURT: Okay.

17 MR. WILLIAM HARVEY: And the appraisal of Lot
18 24 as is shown on the Plat, does not contain a house.

19 MR. JAMES MOSS: Your Honor, we've just seen
20 this today, I mean ---

21 THE COURT: The appraisal of Lot 24, I'm
22 sorry, I'm missing that. I just need Lot 26.

23 MR. JAMES MOSS: I haven't received one piece
24 of this evidence. Is the third part of the case I want
25 to receive in discovery. We haven't even started

1 discovery. I've shown them the discoveries last week
2 on -- including today, but I haven't received one thing
3 from them.

4 THE COURT: Where's the appraisal of Lot 24?

5 MR. WILLIAM HARVEY: This is the appraisal of
6 Lot 24 right here.

7 THE COURT: Okay. So I don't have that yet,
8 right?

9 MR. WILLIAM HARVEY: Now, again, this is
10 not -- there is no question of fact here. The house
11 that we are talking about --

12 THE COURT: Is on Lot 26 ---

13 MR. WILLIAM HARVEY: -- is the lot that the
14 City put the road through, is Lot 26, which we own. We
15 bought, we acquired a title in 2004. The Lot 1905, in
16 which Mr. Moss now seems to say is the lot in question,
17 we acknowledge that the Jackson's own. The City never
18 touched that lot. We haven't done anything with that
19 lot. We tried to buy that lot. They refused and we --
20 that lot still stands unimpeded today. We can walk out
21 there. I mean, it -- there was no construction on that
22 lot.

23 So there is no question of fact here. I mean, in
24 the initial complaint, and literally, I don't know what
25 letter he is talking about, but the verified complaint

1 talks about 1907. We own 1907. We are entitled to a
2 summary judgment based on the verified complaint. If
3 he's talking about 1905, the complaint doesn't allege
4 that but we acknowledge that they own 1905. We haven't
5 touched 1905. But what he's tried to do in his
6 discovery responses, which were delivered to our
7 offices at five o'clock yesterday afternoon, hand
8 delivered to our office, he has shown a photograph of
9 the house -- the house that is on 1907 which we own.

10 THE COURT: The City owns.

11 MR. WILLIAM HARVEY: And yet, everything else
12 in his discovery, deals with 1905, and it is in the
13 name of the Jackson's, which we acknowledge. I mean,
14 you can't create the two. This is a simple issue of
15 who owns the lot that the road was put through.

16 The complaint alleges that we unlawfully tore down
17 a house on 1905 to build a municipal complex, as joined
18 all of the subcontractors -- all of the contractors and
19 subcontractors of the City that dealt with that, and
20 there is no question of fact about that.

21 Now, in 2002, there was a dilapidated structure on
22 1905.

23 THE COURT: Uh-huh.

24 MR. WILLIAM HARVEY: The City exercised its
25 demolition powers for an unsafe house in 2002,

1 demolished that house, and put a demolition lien on
2 1905, and that was in 2002, and I don't know if Mr.
3 Moss has this, but that's the demolition lien that was
4 put on 1905, but again, that's not what we're talking
5 about here.

6 THE COURT: Any pictures of that? Mr. Moss
7 have any pictures of that?

8 MR. JAMES MOSS: Ma'am, I'm trying to shorten
9 this and what I want to show you is basically, they
10 were given no notice. I have the witnesses testifying.
11 I'm trying to shorten it here. If you will look at
12 what they found in January when they went out there to
13 look at the house. I'll show you the house. And
14 here's what's interesting. You see this tree next to
15 the house?

16 THE COURT: Yes, sir.

17 MR. MOSS: That's still there, okay. If you
18 look at this picture where the house was, their house,
19 and you look at the tree down here, you'll see that
20 they cut -- obviously took the house out right here,
21 okay. And all that's been known is 1905. They paid
22 all the bills of 1905. The city, basically, did file a
23 demolition lien but that was for -- that was for an old
24 house behind this house that they took. Charlene paid
25 the demolition fee, which was the City had a right to

1 charge them when they take it. They paid it, but this
2 is their house that they put money --

3 THE COURT: Do they own that lot?

4 MR. JAMES MOSS: Yeah, they own that lot.
5 I've got the deed where they own that lot too, but in
6 any event, they've been there since, oh, 1955, Your
7 Honor, so if they don't own it, they've got it adverse
8 possession. They've held it intentionally against
9 every body. I've got half of Beaufort that's been to
10 that house for parties and everything else, and it's
11 right behind what used to be known as Beaufort
12 Mufflers. And if you look at that tree, that tree
13 doesn't lie, that -- that's the location of the house
14 and what they tore down.

15 They received a call from a neighbor, Your Honor -
16 - they received a call from a neighbor saying, Mr.
17 Jackson, they are tearing your house down. Did you
18 know that? And he said, I had no idea they were
19 tearing my house down. Here's a copy of the demolition
20 -- I've got the deed where they received the deed, Your
21 Honor, back in 2000.

22 They were never served with a suit. I've got a
23 copy of the lawsuit papers here. They were never
24 served with a lawsuit. Here's a copy of the Quiet
25 Title. He didn't even know they was adjoining property

1 owners, Your Honor, and here's the -- here's the Quit
2 Claim Deed where his brother -- they had a deed prior
3 to that which was back in the 50's, I believe, on the
4 chain of title and ---

5 MR. WILLIAM HARVEY: In 1905.

6 THE COURT: Exactly.

7 MR. JAMES MOSS: But I think we can basically
8 cut that out as we go, but I do know this, that's their
9 house and it shows the road going right through the
10 house. When you look at the tree next to it, that tree
11 doesn't lie, no way any branches could be growing
12 symmetrically if they did that.

13 THE COURT: Mr. Moss, what they are arguing is
14 they took out the house that was on the property that
15 is owned by the City, that they had bought, 1907.

16 MR. JAMES MOSS: They didn't buy it but
17 they -- what they did was they acquired the title and
18 they paid this so-called heir, William Jones, and
19 according to that title work, he had no interest in the
20 property, that his property came from a head of family
21 line certificate that was primarily on the other
22 street, and I can show you a copy of that -- that's
23 contained in the title work saying that this guy,
24 William Jones, had no -- no interest in this lot and
25 that he got no notice of any of -- any of the actions

1 that they were taking and the next thing he knows it
2 was a livable house. They had done a lot of work on
3 it.

4 I have given them copies of all the documents
5 here, Your Honor, that they had spent on the house,
6 including taxes, and it's interesting to note the City
7 is always -- here's a bill from the City referring to
8 1905.

9 MR. WILLIAM HARVEY: It's 1905, Your Honor.
10 Again, we acknowledge that they own 1905. This is not
11 -- it's not an issue here.

12 MR. JAMES MOSS: But the point is, Your Honor,
13 there is plenty of issues of fact, number one, there is
14 no question that they own the house, used the house.
15 I've got on my computer, all these documents -- all
16 these documents involving things that put into the
17 house and money they've spent. I have Albert Jackson
18 here who is ready to testify about the property when he
19 was little and how long they've owned it since he was -
20 - he remembers being five or six years old and the
21 house was there and it's been there all that time. In
22 any event, I found that picture of the tree and I
23 thought that was...

24 THE COURT: Mr. Young, who do you represent?

25 MR. BILL YOUNG: Good morning, Your Honor.

1 Bill Young for Swamp Fox.

2 THE COURT: Okay. What is he here to point
3 out today?

4 MR. WILLIAM HARVEY: I -- I'm not sure.
5 Again, I'm not sure exactly how we pare this out
6 because we are talking about 1905 -- he's talking about
7 1905. Everything that he's giving you regarding the
8 Jackson's, not one shred of evidence says that the
9 Jackson's own 1907, Lot 26. Everything he's given you,
10 every piece of document --

11 THE COURT: Is from 1905.

12 MR. WILLIAM HARVEY: 1905. Now, I think it's
13 abundantly clear from the documents of record of which
14 is this -- for must take judicial notice because these
15 are all file documents. They are documents in the
16 public record.

17 I would point out, Your Honor, that we have not
18 gotten, until we got a return to the motion for
19 summary judgment yesterday, signed by Mr. Moss, which
20 is -- had all sorts of claims by Mr. Moss. There is
21 not one affidavit. There is not one document of
22 record ---

23 MR. JAMES MOSS: What about all the people,
24 Your Honor?

25 MR. WILLIAM HARVEY: I would point out that

1 the Supreme Court has said abundantly that once the
2 moving party meets the initial burden of showing an
3 absence of evidentiary support, for the opponent's
4 case, the opponent cannot simply rest upon mere
5 allegations or denials contained in a pleading, but
6 must unfold the specific facts showing there is a
7 genuine issue for trial. An advertent party may not
8 rest upon mere allegations or denial to this premium --

9 THE COURT: Mr. Harvey, let me interrupt you.
10 If you had a roster today like a every roster, every
11 last one is for a summary judgement motion. I can tell
12 you right now, I understand Rule 56.

13 MR. WILLIAM HARVEY: I'm sorry.

14 THE COURT: I know what the requirements are
15 so you don't need to read me the law.

16 MR. WILLIAM HARVEY: Thank you.

17 THE COURT: What I need to know are the facts
18 in this case. Mr. Moss, what else do you need to put
19 up? You need to bring me something, just someone to
20 testify, saying that, you know, they've lived there,
21 isn't enough.

22 MR. JAMES MOSS: Mr. Jackson ---

23 THE COURT: They own it. You know, show me
24 something that proves they own it.

25 MR. JAMES MOSS: Well, I've given you the

1 deed.

2 THE COURT: Sir, it's to Lot 1905.

3 MR. JAMES MOSS: 1905, no, no.

4 THE COURT: 1905.

5 MR. JAMES MOSS: No, no, no, no. I didn't
6 give you the 19, I gave you the deed that's more recent
7 -- that's the year 2000, Your Honor.

8 MR. WILLIAM HARVEY: Is that the Quit Claim
9 Deed?

10 MR. JAMES MOSS: Yeah, the Quit Claim Deed.

11 MR. WILLIAM YOUNG: The Quit Claim Deed has,
12 at the bottom --

13 MR. BILL YOUNG: Judge, Bill Young ---

14 THE COURT: Yes.

15 MR. BILL YOUNG: The Quit Claim Deed that Mr.
16 Moss is referencing, the DMV number references Lot 183,
17 I believe---

18 MR. WILLIAM HARVEY: which is 1905.

19 MR. BILL YOUNG: The deed -- the title, that
20 the City received subsequent to that, is for the
21 adjacent lot, 182. So it further demonstrates the
22 City...

23 MR. WILLIAM HARVEY: So, the City owns 182,
24 which is 1907, which is Lot 26, Higginsonville. Those
25 are one in the same.

1 THE COURT: All of those are the same.

2 MR. WILLIAM HARVEY: 183 is Lot 1905, which is
3 Lot 24, Higginsonville. That's Mr. Jackson's property.

4 MR. JAMES MOSS: Your Honor, you can't go by
5 the numbers of this lot. You've got to go by the
6 directions. This is the -- this is a mortgage that was
7 actually on this property, that's not been satisfied
8 but it's a mortgage on the property. His father died,
9 I believe, in 89, yeah, and that Quit Claim Deed was
10 the deed after his father died, but the point is, is
11 they've been in this house since the 1950's, Your
12 Honor. It was moved from Parris Island to this
13 location. They put up the chimney and it's been
14 sitting there ever since that time.

15 THE COURT: Could it be a chance that they put
16 it on the wrong lot?

17 MR. JAMES MOSS: It could be a chance that
18 they put it on there, but the point is they've had it
19 on there for over 30 -- over 50 years and have used it
20 and living in it and cleaning it. In fact, all the
21 Beaufort Muffler people -- because his daddy was a
22 commercial airman -- nobody really cared too much about
23 the value of those lots previously, until the City took
24 an interest in condemning it, okay. And old Richard
25 Grady's personnel used to park over there. I have

1 pictures of that and I have pictures of the house way
2 back when they were doing renovation of the house. So
3 it's no question that they own the house. We can fight
4 over where the lot is but they've been there for over
5 50 years and I'll be glad to put up that testimony.

6 And he went and talked to Bill Harvey and the City
7 about it and they have all said -- he got a call and
8 they said your house is gone ---

9 MR. WILLIAM HARVEY: ---We want to know ---

10 MR. JAMES MOSS: --- without any notice or
11 anything.

12 MR. WILLIAM HARVEY: We wanted to divide the
13 Jackson's lot, Lot 1905. They refused to sell it to
14 us, but we actually talked about condemning it and we
15 didn't condemn it because the City Council decided just
16 to leave the Jackson's alone, and we did.

17 MR. WILLIAM YOUNG: Your Honor, I just have
18 one thing to file. It's clear on the laws of the
19 state, even if they put the house on the wrong
20 property, once it goes on that piece of property it's a
21 part of that property. So the City of Beaufort bought
22 1907, they own the house. As a bona fide principle of
23 value, they take it free and clear of any other
24 ownership rights.

25 MR. ALBERT JACKSON: Can I speak?

1 THE COURT: Absolutely, sir, for the record?

2 MR. ALBERT JACKSON: I'm Albert Jackson.

3 THE COURT: Mr. Jackson?

4 MR. ALBERT JACKSON: Yeah.

5 THE COURT: Yes, sir.

6 MR. ALBERT JACKSON: And, I just heard
7 everything, especially Mr. Harvey. Yes, we met with
8 him before my mother died about the same property and
9 we refused to sell it. I never --

10 THE COURT: Are you talking about 1905?

11 MR. ALBERT JACKSON: I'm talking about this
12 house.

13 MR. JAMES MOSS: Tell her where the house is.

14 MR. ALBERT JACKSON: I'm not talking about the
15 house that's -- I'm not talking about 1907, 1905. I'm
16 talking about my house. I refused to sell it and to
17 this day, I have not received anything from anyone from
18 Beaufort City about my house. I just got a phone call
19 from a friend, Pearl Polite one night -- one evening --
20 and she say, your house is gone.

21 And what really troubles me the most is my mother
22 died, probably a week after that because that house was
23 gone, and that was something her and my father left me.

24 And this -- we met with them. We refused to sell
25 it to them. And the next thing you know, it was gone.

1 THE COURT: And you still have -- do you still
2 own the lot next door?

3 MR. ALBERT JACKSON: I pay taxes on a lot.

4 THE COURT: On a lot?

5 MR. ALBERT JACKSON: I -- because see -- let
6 me explain this to you. The lot that we are talking
7 about, this house that they tore down, they did not
8 tell me anything, did not say anything. As of today, I
9 have not received a letter. I have not received any
10 notification that they were tearing it down. But it's
11 gone.

12 Now, I received a letter when they wanted to talk
13 to me and my mother about buying it. I received that
14 letter, now, but as of today, I have not received
15 anything, no notification, no nothing. And I think
16 it's wrong. I do believe it's wrong.

17 MR. JAMES MOSS: How long have y'all been
18 there? How long has that house been there?

19 MR. ALBERT JACKSON: I celebrated my 58th
20 birthday yesterday and that house has been there as
21 long as I can remember.

22 MR. JAMES MOSS: Since how old?

23 MR. ALBERT JACKSON: Since I was four or five.

24 MR. JAMES MOSS: Four or five years old?

25 MR. ALBERT JACKSON: I used to go there.

1 Clean it, fix it up.

2 THE COURT: Who lived there?

3 MR. ALBERT JACKSON: First of all, Mr.
4 Bradley.

5 THE COURT: Who is Mr. Bradley?

6 MR. ALBERT JACKSON: He is a retired teacher -
7 - a deceased teacher.

8 THE COURT: Is he --

9 MR. ALBERT JACKSON: I remember Louise
10 Williams.

11 THE COURT: Is he the one who sold it to you?

12 MR. ALBERT JACKSON: No, ma'am. I bought it
13 from my -- I was told ---

14 THE COURT: Go ahead, sir.

15 MR. ALBERT JACKSON: I was told that my father
16 bought it on Parris Island and moved it, had it moved
17 there.

18 THE COURT: So did your father rent it out to
19 people?

20 MR. ALBERT JACKSON: Yes, but I'm going to
21 name some of the people who lived there. Mr. King, who
22 owned the barbershop, lived there. Doctor Horace
23 Williams, I think he used to be the preacher. Teacher,
24 preacher, he retired. A bunch of people and for a
25 while, me ,and when I moved out, daddy used to keep it

1 up because we always kept the water and the lights on
2 and ---

3 THE COURT: Let me ask you this, did you live
4 there, sir? When you lived there, did you pay rent to
5 anyone? Did you give anyone money?

6 MR. ALBERT JACKSON: No.

7 THE COURT: No.

8 MR. ALBERT JACKSON: Because I owned it. My
9 daddy owned it.

10 THE COURT: So you paid rent to your daddy?

11 MR. ALBERT JACKSON: No.

12 THE COURT: He just let you live there?

13 MR. ALBERT JACKSON: Yeah, and then -- he
14 didn't charge me nothing. But -- and then, me and my
15 wife, we started renovating it, same little house,
16 because we had tore out all the electrical stuff all
17 over, then we put in central air and heating.
18 Modernized it.

19 And then they come, and I think it's wrong, and
20 like I say, as of today, I have not received anything
21 from them notifying me. I was 58 yesterday and that
22 house has been in that location since I can remember,
23 and I will say over 55 years.

24 Now, they want to talk '07, '05, I don't care.
25 That's my house. My mother died and left it to me.

1 And we were renovating it and fixing it up and they
2 tore it down and said nothing. And I think it's wrong.

3 THE COURT: Thank you, Mr. Jackson. And, Mr.
4 Moss, do you have someone behind him that wants to
5 speak? I don't know if it's a sister or who.

6 MR. JAMES MOSS: Yes, ma'am, I'm going to let
7 her speak and I want to pass up two other things that
8 Beaufort Housing Authority also condemned some property
9 and these are the records from there and apparently
10 they condemned something in the name of this William
11 Jones guy who they referred to in the head of family
12 land certificate was in, and this is, of course, the
13 actual -- I don't know if you have a copy of this --
14 the Heirs and Devisees of William Jones.

15 This is the action they brought, they never served
16 -- the never served any of these heirs about this
17 property.

18 THE COURT: You mean the Jackson's?

19 MR. JAMES MOSS: The Jackson's, never served
20 any of them, no notice to them at all, either by
21 publication or otherwise.

22 THE COURT: Let's go ahead and hear from your
23 other person.

24 MR. JAMES MOSS: Okay.

25 THE COURT: Give me your name for the record.

1 MS. VALERIE JACKSON: My name is Valerie
2 Jackson. I am his sister and my parents, Albert and
3 Charlene Jackson, owned the property.

4 As far as that property was concerned, initially,
5 what happened was, my mother received the land as a
6 gift from her aunt who lived elsewhere. So she gave
7 that to them shortly after they were married.

8 But more importantly, I need to mention a couple
9 of things because, as you can tell, when I was
10 listening to Mr. Harvey, I was reminded of some of the
11 things and, first up, he referred to some houses. He
12 referred to a dilapidated home. Bottom line is, that
13 whole area that is not developed over there where the
14 City did it, was owned -- is owned by our family in
15 some way.

16 The heirs of Natt Campbell own part of it. The
17 Singleton family, which is my mom's maiden name, own
18 part of it, and the Jackson's, my mom and dad, owned
19 part of it. As far as that goes we had two meetings
20 with Mr. Harvey concerning two houses at that
21 particular point in time. He mentioned the fact that
22 one house was torn down and that house was on the
23 Singleton land, as I recall. That particular house was
24 lived in by my aunt, my uncle, and their kids. And my
25 aunt moved out and go take care of a sick relative.

1 And so the house was dilapidated and more rundown,
2 simply because when someone is not occupying the house,
3 we don't, how can I phrase it, the City of Beaufort --
4 people started stealing doors, et cetera, et cetera --
5 I mean ---

6 THE COURT: I understand.

7 MS. VALERIE JACKSON: Okay. And -- but it was
8 occupied by her prior to that. As far as that goes we
9 had two meetings with Mr. Harvey that those meetings,
10 my mom was there, my brother, and myself, and in those
11 meetings, we also met with Mr. Harvey, Donnie Bauer,
12 City Councilwoman, Billie Keyeserling, was in them and
13 one was at Mr. Harvey's office, and another was at the
14 Boys and Girl's home.

15 And in both of those meetings, we discussed the
16 two houses that he visited. One of them being on the
17 corner of Palmetto and Morris Street, and the other one
18 being the little house that we -- we always refer to it
19 as the little house, simply because it was small
20 compared to the ones that we lived in, okay. And it
21 pertains -- we talked about that there was no house,
22 well the one house that they talked about being torn
23 down, I was the person that did pay the city the fee
24 for that -- for the demolition in conjunction with my
25 mother at that particular point in time, but that had

1 nothing to do with anything. It was not near Lot
2 whenever or whatever, ya' know, the two lots in
3 question in this particular... It was further down and
4 also, if by chance you looked at the taxes, the taxes
5 did reflect and were paid by me or my mom throughout
6 the years and reflect payment of these.

7 THE COURT: On Lot 1907?

8 MS. VALERIE JACKSON: The taxes reflected a
9 building, a house on them until ---

10 THE COURT: They are on Lot 1907. That's --

11 MS. VALERIE JACKSON: You know, the thing
12 about it is, when you look at the tax records, and I'm
13 going to say it this way, when you look at the tax
14 records, they are talking about this lot this, lot
15 that, but generally speaking, those tax records do not
16 reflect a street address.

17 They reflect Higginsonville, and, you know, we
18 serve a tax notice, the tax notice says there is a
19 house on it, there was a house on it. That was the
20 little house. Until probably the last five years,
21 well, give it about seven years because mom died three
22 years ago. There was no house reflected on it.

23 THE COURT: Okay.

24 MS. VALERIE JACKSON: And that's all I have to
25 say for right now.

1 THE COURT: I appreciate it though. Thank
2 you. You cleared some things up for me. I so
3 appreciate it.

4 MR. JAMES MOSS: Your Honor, you asked for the
5 taxes, I think that is the form that -- here's a 1905
6 Lovejoy Street, where it shows basically land, at this
7 point in time and these folks were paying the taxes on
8 that.

9 THE COURT: Because they own that lot?

10 MR. JAMES MOSS: Yeah. And one other thing --

11 -

12 THE COURT: Are there any tax records that
13 shows 1907 Lovejoy? Mr. Moss, do you --

14 MR. JAMES MOSS: No, I don't have anything
15 showing 1907.

16 THE COURT: Okay.

17 MR. BILL YOUNG: Your Honor ---

18 THE COURT: Yes, sir. Mr. -- I'm sorry, let
19 me see that. Mr. Jackson, what do you need to tell me,
20 sir?

21 MR. ALBERT JACKSON: Everything after they did
22 what they did, taxes, tax notice chain to reflect those
23 buildings, but before that, is a always a building,
24 until they tore the building down.

25 THE COURT: All right. Thank you, sir. Yes,

1 Mr. Young.

2 MR. BILL YOUNG: May I approach?

3 THE COURT: Absolutely.

4 MR. BILL YOUNG: That's actually a tax notice
5 for both lots.

6 MR. JACKSON: The tax notice that we got has a
7 zip...

8 THE COURT: Anything further from anyone?

9 MR. WILLIAM HARVEY: Your Honor, this may be -
10 -- in 2002, I handed Lot 24, which is Jackson's lot. I
11 handed you an MAI appraisal --

12 THE COURT: Right.

13 MR. WILLIAM HARVEY: Done by a man named Mr.
14 Jones.

15 THE COURT: Right.

16 MR. WILLIAM HARVEY: Prior to that, in 2002,
17 we had a summary appraisal of this same lot, Lot 20 --
18 Lot 183, 24 Lovejoy Street, done by George Post. I
19 don't have a copy of that.

20 THE COURT: Show it to Mr. Moss ---

21 MR. WILLIAM HARVEY: It shows -- it shows the
22 same pictures of the front of the lot, as Mr. Jones
23 shows of 24 Lovejoy, and there is no -- there is no
24 house on that lot. Mr. Jackson and Valerie Jackson
25 have said that the demolition of the house, the

1 demolition in 2002, the demolition lien was on it and
2 they paid it. They say it was on a lot down the
3 street. The demolition lien specifically refers to
4 Parcel 183, which is this Parcel we are talking about
5 owned by the Jackson's.

6 MR. JAMES MOSS: That's a lie.

7 MR. WILLIAM HARVEY: I'm trying not to lie
8 here.

9 THE COURT: Okay. Well, you need to be kind.
10 Everybody needs to be kind in this.

11 MR. WILLIAM HARVEY: I don't know what else to
12 say.

13 THE COURT: I understand.

14 MR. WILLIAM HARVEY: Thank you.

15 THE COURT: All right.

16 MR. JAMES MOSS: Excuse me, Your Honor, one
17 second.

18 THE COURT: Sure.

19 MR. JAMES MOSS: This is -- the day that he
20 got the call about the -- we went out there and this
21 was a construction company that was apparently doing
22 the work, and they also, I think, the equipment they
23 had was -- they had subbed with Swamp Fox apparently
24 was the name on the equipment they found and that was
25 BK Construction but in a way I've had time to develop

1 that check to find out who did what, who tore the
2 property down, and so forth.

3 MR. DAVID BLACK: Your Honor, David Black, for
4 the defendant. He had filed a similar motion for
5 summary judgement on the issue of ownership. I don't
6 have much to add, other than what's been presented by
7 Mr. Harvey, other than to say that there is nothing to
8 figure it out. The house that they seem to be
9 referring to was 1907, which was Lot 26, which was
10 clearly owned by the City, as a result of an order
11 Quieting Title back in 2004 -- a judgement of the issue
12 of ownership with respect to the house, located on Lot
13 26.

14 THE COURT: Your motion is on the record as
15 well. Go ahead.

16 MS. EMILY GIFFORD: Your Honor, Emily Gifford,
17 representing LCK Construction. I would also join in to
18 prior motions and I have nothing else to add at this
19 time.

20 MR. BILL YOUNG: Your Honor, Bill Young for
21 Swamp Fox, I would join in the motion.

22 THE COURT: Anything further?

23 MR. JAMES MOSS: Your Honor, discovery hasn't
24 even started. As you can tell we are still fighting
25 over the -- where it is, but I think the pictures that

1 he shows clearly whatever you call the lot number,
2 shows the house that has been there for over 50 years.
3 They actually built that chimney and redid the house
4 and it's next to that tree and it shows that they
5 obviously cut it down.

6 THE COURT: All right. I'm going to take it
7 under advisement and I'll request proposed orders from
8 someone. Very shortly.

9 MR. JAMES MOSS: All right. Thank you, Your
10 Honor.

11 MR. WILLIAM HARVEY: Do you request it now or
12 do you -- it will reflect?

13 THE COURT: By the time you go back to your
14 office there will be a request for someone.

15 MR. WILLIAM HARVEY: Thank you.

16 THE COURT: All of these as Court's exhibits.

17 MR. WILLIAM HARVEY: That's fine.

18 THE COURT: Okay?

19 MR. WILLIAM HARVEY: All right.

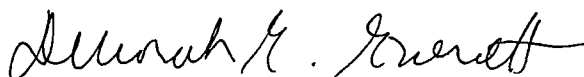
20 (Whereupon hearing concluded at 10:53 A. M.)

21 --- END OF TRANSCRIPT OF RECORD ---
22
23
24
25

I, the undersigned Deborah E. Everett, Official Court Reporter for the Fourteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Beaufort County, South Carolina, on the 7th day of June, 2011.

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

November 8, 2011



Deborah E. Everett
Official Court Reporter

 ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

ORDER QUIETING
TITLE

04 SEP 24 AM 9:41
CLERK OF COURT
BEAUFORT, S.C.

This matter came before me upon a hearing on September 24, 2004 which was properly noticed to all parties. Plaintiff City of Beaufort filed an Affidavit of Default as to all defendants, none of whom answered or entered an appearance in response to the complaint duly served. The Complaint alleges that Daniel Green is the sole heir of his grandfather, William Jones, who received the property described therein by virtue of a head-of-family certificate recorded in the RMC Office of Beaufort County. William Jones died intestate, leaving two daughters, namely Elloie Jones and Lillie Jones as his only heirs-at-law. Elloie Jones died intestate in or around 1942 without a surviving spouse, leaving two daughters, Florie Jones and

Margaret Jones, and her son, Daniel Green, as heirs-at-law.

COURT'S
EXHIBIT NO. 1
IDENTIFICATION/EVIDENCE
DKT.# _____
DATE: _____
PENGAD 800-631-6989

Page 000145 of 3

000145
Clerk - A True Copy
W. Cleant Pender
Clerk of Court
Beaufort County, SC

Florie Jones and Margaret Jones subsequently died intestate, without a surviving spouse or issue, leaving their brother, Daniel Green, as their only heir-at-law.

Lillie Jones died intestate in or around 1984, without a surviving spouse, issue or sibling, leaving her nephew, Daniel Green, as her sole surviving heir-at-law.

Daniel Green has possessed the subject property in an open, notorious, exclusive, continuous, hostile and uninterrupted manner, and under claim of right and title, paying all taxes thereon, and being possessed thereof, for a period in excess of 20 years, and such possession continued through and inclusive of the date that Daniel Green deeded the property to the City of Beaufort.

The sworn testimony of Chris Settlemire was taken to establish that, from a search of the RMC records, the property was deeded to William Jones in a head of family certificate, and that there has been no sale or other disposition of the property since that time.

On May 22, 2003, Daniel Green deeded his interest in the property in question to the City of Beaufort, in a deed recorded in Deed Book 1794 at Page 613 in the RMC Office of Beaufort County.

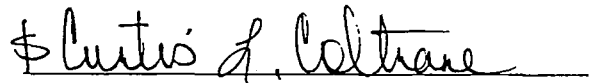
All parties have been properly served. Daniel Green was served by registered mail, for which he personally signed. All other parties were served by publication, pursuant to the Order of Publication, dated March 2, 2004. James Wegmann, Esquire, was properly appointed as Guardian ad Litem for all unknown defendants which may be under disability, and Mr. Wegmann was personally served with all pleadings.

By virtue of the Affidavit of Default by William B. Harvey, III, no response has been made by any defendant, and the defendants are therefore in default.

000146

By virtue of this default, and upon motion of the Plaintiff, I hereby declare and order that, as of the date of his deed to the City of Beaufort, Daniel Green was seized and possessed of fee simple title to the subject real property described in the Complaint, free and clear of all encumbrances and claims of others, that he was empowered to and did in fact convey free and clear title to the City of Beaufort on March 22, 2003, and that Plaintiff City of Beaufort is the owner of the fee simple title to said property.

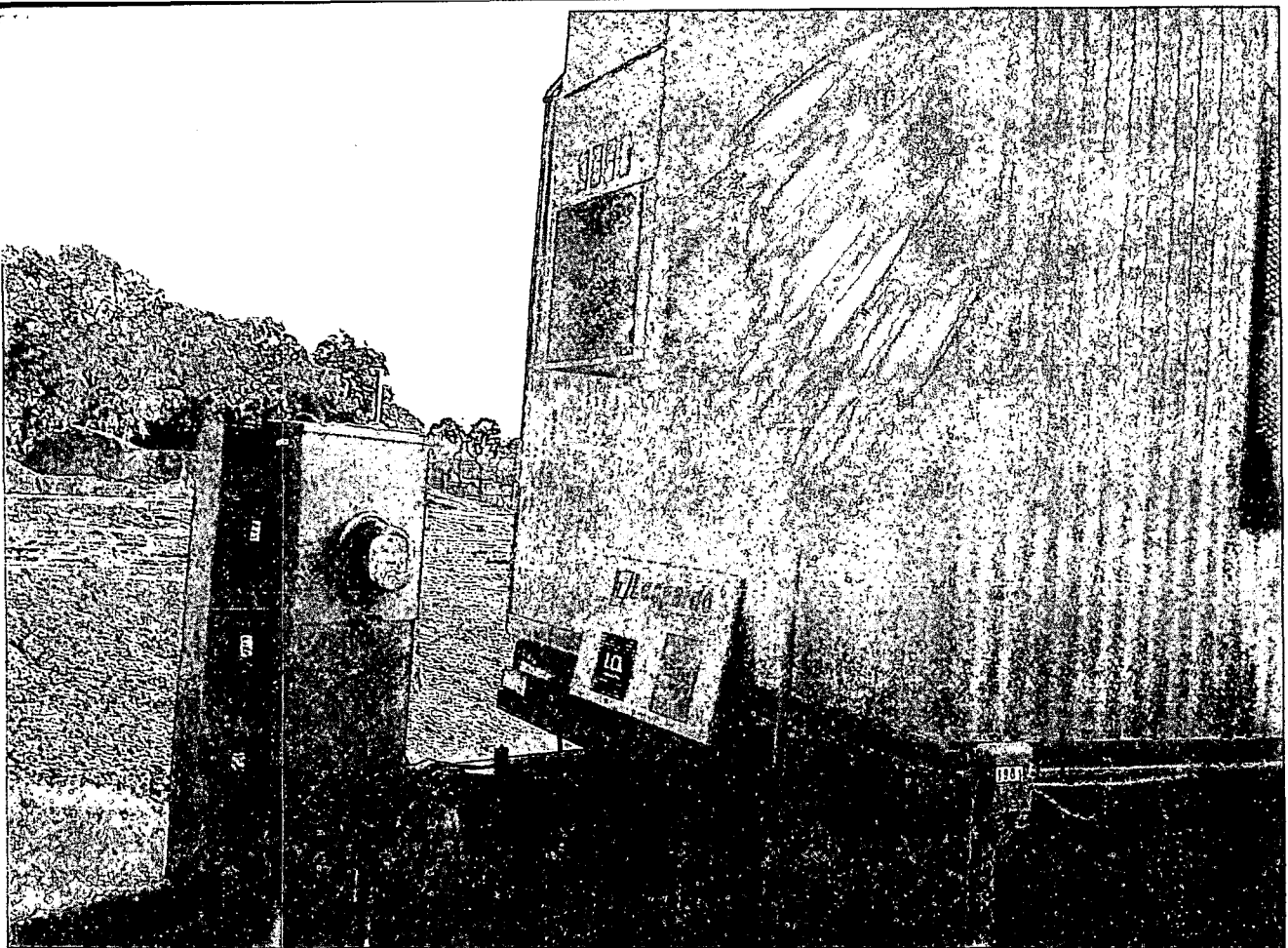
AND IT IS SO ORDERED.


CURTIS COLTRANE
Beaufort County Master-in-Equity

Beaufort, South Carolina

Dated: Sept. 24, 2004

000147



PENGAD 000-631-6089
COURT'S
EXHIBIT NO. 2
IDENTIFICATION/EVIDENCE
DKT.# _____
DATE: _____

14
4/10 1772
This instrument prepared without
benefit of a title examination by:

Thomas C. Davis, Esquire
HARVEY & BATTEY, P.A.
1001 Craven Street
Beaufort, SC 29902

BEAUFORT COUNTY SC - ROD
BK 01794 PG 0613
FILE NUM 2003052314
07/08/2003 03:51:12 PM
REC'D BY B BING RCPT# 163712
RECORDING FEES 10.00

RECORDED
2003 Jul -24 04:11 PM
Sharon D. Davis
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

WHEREAS, William Jones died intestate seized and possessed of the real property hereinafter described, without a surviving spouse, leaving only his two daughters, namely, Elloie Jones and Lillie Jones, as heirs-at-law; and

WHEREAS, Elloie Jones died intestate in or around 1942, without a surviving spouse, leaving only her two daughters, namely, Florie Jones and Margaret Jones, and her son, Daniel Green, as heirs-at-law, and Florie Jones and Margaret Jones subsequently died intestate, without a surviving spouse or issue, leaving their brother, namely, Daniel Green, as their heir-at-law; and

WHEREAS, Lillie Jones died intestate in or around 1984, without a surviving spouse, issue or siblings, leaving her nephew, namely, Daniel Green, as her heir-at-law; and

WHEREAS, Daniel Green, through the referenced intestate successions, owns the real property hereinafter described, and is desirous of conveying said real property to the City of Beaufort;

NOW, THEREFORE, KNOW ALL MEN THAT Daniel Green, for Thirty-Eight Thousand and 00/100 (\$38,000.00) Dollars, paid by the City of Beaufort, 302 Carteret Street, Beaufort, SC 29902, has granted, and by these presents does grant, unto the City of Beaufort, its successors and assigns, the following real property:

ALL that certain piece of real property situate in the City of Beaufort, Beaufort County, South Carolina; referred to on plats of record as Higginsonville Lot 26, measuring 132 feet, more or less, on its eastern and western boundaries, and 66 feet, more or less, on its northern and southern boundaries; and bounded on the north by Higginsonville Lot 25 (now or formerly of Mariah Tanksley, on the west by Higginsonville Lot 28 (now or formerly of Beaufort-Port Royal Housing, on the east by Higginsonville Lot 24 (now or formerly of Albert Jackson and Charline Jackson) and on the south by Lovejoy Street.



The within grantor has paid taxes on the above-referenced real property for a period in excess of 50 years and is shown as the owner of said real property on the AOC property cards on file at the Beaufort County (SC) Register of Deeds and in the tax records maintained by the Beaufort County Assessor.

BEAUFORT COUNTY TAX MAP REFERENCE:
District 120, Map 1, Parcel 182

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the City of Beaufort, its successor and assigns, forever.

AND Daniel Green does hereby bind himself, his heirs and assigns, to warrant and defend the said Premises unto the City of Beaufort, its successors and assigns, against him and his heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

GRANTOR'S SIGNATURE ON THE NEXT PAGE.

WITNESS his Hand and Seal this 22nd day of May, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ruth Greene
Bessie Greene

Daniel Greene
Daniel Green

STATE OF NEW YORK)

COUNTY OF New York)

PROBATE

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw Daniel Green sign, seal, and as his act and deed, deliver the within-written Title to Real Estate, and that s/he with the second witness witnessed the execution thereof.

Ruth Greene Bessie Greene

SWORN to before me on the
22nd day of May, 2003.

James L. Murphy
Notary Public of New York
My Commission Expires: April 4, 2006

JAMES L. MURPHY
Notary Public, State of New York
NO. 0114825742
Qualified in New York County
Commission Expires April 4, 2006

STATE OF SOUTH CAROLINA)
) AFFIDAVIT OF TRUE CONSIDERATION
 and
 COUNTY OF BEAUFORT) CLAIM FOR EXEMPTION from
 RECORDING FEES

PERSONALLY appeared before me the undersigned, who is duly sworn, deposed, and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed by the Filer under the laws of the State of South Carolina, the County of Beaufort, or as otherwise provided by law.

GRANTOR NAME: Daniel Green

GRANTEE NAME: City of Beaufort

GRANTEE MAILING ADDRESS: P.O. Box 1167, Beaufort, SC 29901

DATE OF CONVEYANCE:

6/6/03

TRUE CONSIDERATION:

\$38,000.00

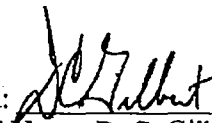
TAX DISTRICT/MAP/PARCEL NO.: R120-001-000-0182-0000

(NOTE: This information must appear on any Deed, and any Plat, whether attached or filed separately.)

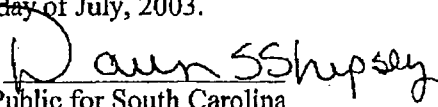
STATE RECORDING FEE EXEMPTION - 12-24-40, sub-par # 2
 (Per S.C. Code Sect. 12-24-40. Note Subparagraph No.)

TOWN OF HILTON HEAD ISLAND TRANSFER FEE EXEMPTION Sub-par # _____
 (Per Town Ordinance 90-26, et seq. Note Subparagraph No.)

OTHER EXEMPTION - Please Cite Federal, State or other Code as applicable, and describe Exemption below:

Signed: 
 Printed Name: D. C. Gilbert
 As (Capacity): Attorney

SWORN TO BEFORE ME,
 this 8th day of July, 2003.

SIGNED: 
 Notary Public for South Carolina
 My Commission Expires: 8-3-05

000152

RVIEW T157224JAN0208 >0801<

☐ REAL PROPERTY VIEW SCREEN

KEY:00200669 YEAR:2008

OWNER:JACKSON CHARLENE S

ACCT:R120 001 000-0183-0000

1519 PALMETTO STREET

LOC:BF 1905 LOVEJOY ST

MAP: DIST: 120 PCA/PCS:6601-29

LEGAL:LT 24 HIGGINSONVILLE

BEAUFORT

SC 29902 0000

*SEE NOTEM RE DEMOL PMT

MULTI: PARENT:

AREA:C009 CITY:NR BUILDING INFO

ACRES: TYPE:

LOTS: 1.0 YRBLT: EFFYR:

BLDGS: SQ-FT:

ACTIVITY: 2007/10/06 EXEMPTS:

LAST-SALE:2000/02/11 "

SALE-AMT: 10 "

DEED:QC V/I:I SPASMT: SW .80

BK/PG:1260 - 704 "

RECORD-DTE:0000/00/00 "

MORTGAGE: QUAL:A "

OWN %:100 NET TAXES:

ADJ#: DATE: PAID-TAX:

FUNC:> < DATA :>

< SUB:> < YR:>2008<

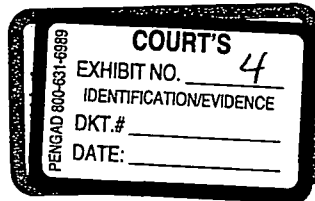
MESSAGE:

>@

11:31:21:09 INPUT REQUEST

0.00

Page 1



000153

COUNTY OF BEAUFORT)
STATE OF SOUTH CAROLINA)

DEMOLITION LIEN

WHEREAS, Section 5-7-80 of the South Carolina Code of Laws provides that a municipality may by ordinance provide for the upkeep of property in the municipality, and may by ordinance provide for the terms and conditions under which employees of the municipality may go upon the property to correct the conditions deemed to be a public nuisance; and,

WHEREAS, Section 5-7-80 further provides that a municipality may by ordinance provide that the cost of such correction shall become a lien upon the real estate and shall be collectable in the same manner as municipal taxes; and,

WHEREAS, the City of Beaufort has enacted City Ordinances codified in Sections 5-1021 through 5-1036 of the City of Beaufort Code of Ordinance, which provide for the procedure for removal or demolition of unsafe structures which are deemed to be a public nuisance; and,

WHEREAS, Section 5-1027 provides for the procedure by which City representatives may cause such dwelling or structure to be removed or demolished, and Section 5-1028 provides that the amount of the cost of such removal or demolition shall be a lien upon the real property which shall be collectable in the same manner as municipal taxes; and,

WHEREAS, pursuant to proper notice and procedures, and pursuant to the above-cited statute and ordinances, the City of Beaufort caused to be demolished and removed the dwelling and structure located on the property within the municipal limits more fully described as follows: Property owned by *Charlene S. Jackson*, Defendant, and more fully described as follows:

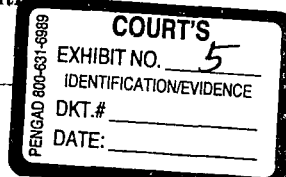
All that certain pieces, parcel or lot of land, situate, lying and being in the Village of Higgonville, City of Beaufort, County of Beaufort, State of South Carolina, and more particularly bounded and described as follows: Fronting South on Front Street and bounded West by lot now or formerly of Williams Jones; East on remaining portions of land reserved and extending North to the fence of Nancy Campbell; and measuring on its northern and southern lines sixty (60) feet and on its eastern and western lines ___ feet, more or less.

The derivation of this information can be found in the office of the Beaufort County RMC in Deed Book 1260 at Page 704.

Property referenced is shown on the Beaufort County Tax Maps as District R120, Map 1, Parcel 0183

WHEREAS, the City of Beaufort incurred costs and expenses by such demolition and removal in the amount of \$ 3,500; and,

000154



WHEREAS, the City of Beaufort has given notice to the owner of the amount of such costs and expenses, and the owner has failed and refused to remit payment of the same;

NOW, THEREFORE, pursuant to the authority granted by the statutes and ordinances cited above, the City of Beaufort, South Carolina, does hereby impose and record a lien on the real property referenced above in the amount of \$ 3,500, which lien shall be collectable in the same manner as municipal taxes.

Witness its hand and seal this 26th day of March 2002

Signed, Sealed and Delivered }

in Presence of }

CITY OF BEAUFORT (Seal)

[Signature]
Witness

By John F. McDonough
City Manager

Glenda P. [Signature]
Witness

[Signature]
City Clerk

The State of South Carolina,

County of Beaufort

PERSONALLY appeared before me Deborah Johnson
(Insert name of Witness)

who, on oath, says that he saw the within named **CITY OF BEAUFORT**

by **John F. McDonough**, its

City Manager, sign the within Demolition Lien, and **Beverly Gay**, its

City Clerk, attest the same, and the said **CITY OF BEAUFORT**, by said officers, seal

said Demolition Lien, and, as its act and deed, deliver the same, and that he with Glenda Pinto
(Insert name of other Witness)

witnessed the execution thereof.

Deborah Johnson
(Witness)

SWORN to before me, this 26th day of March A. D. 2002

Glenda Pinto (Seal)
Notary Public, S.C.

My Commission Expires: 5/13/03



000157

PENGAD 800-831-6889

COURT'S
EXHIBIT NO. <u>6</u>
IDENTIFICATION/EVIDENCE
DKT.# _____
DATE: _____



COURT'S
EXHIBIT NO. 7
IDENTIFICATION/EVIDENCE
DKT.# _____
DATE: _____

000158





MISCELLANEOUS

PERMIT FOR CONSTRUCTION IN CITY OF BEAUFORT, SOUTH CAROLINA
Department of Inspections

PERMIT NUMBER: M 9484

PERMIT FEE: \$ 20.00

DISTRICT	TAX MAP SHEET	SUB-MAP	PARCEL	BLOCK	DATE ISSUED
					7/3/95

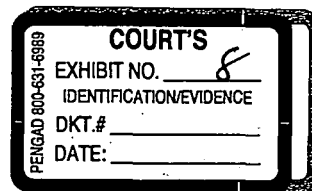
LOCATION OF BUILDING LOT 1905 BLOCK 008 SUBDIVISION LOVEJOY
STREET LOVEJOY

FLOOD ZONE _____ ELEVATION REQUIRED _____ MSL

NAME	MAILING ADDRESS	CITY & STATE	ZIP CODE	TELEPHONE NO.
OWNER ALBERT L. JACKSON	1519 PALMETTO ST.	BEAUFORT, SC	29902	524-4952
GEN. CONTR. SAME				

☐ MOBILE HOME \$ _____
☐ SWIMMING POOL \$ _____
RESIDENTIAL \$ _____
COMMERCIAL \$ _____
☐ DEMOLITION \$ _____
☐ SIGN \$ _____
☐ GAS \$ _____
☐ TREE REMOVAL \$ _____
☐ \$ _____
☐ \$ _____
☐ \$ _____

☐ PLUMBING \$ _____
☐ HVAC \$ _____
☐ MOVING STRUCTURES \$ _____
☐ ELECTRICAL \$ _____
☐ SEWER \$ _____
☐ GREASE TRAP \$ _____
☒ MISC. REEROOF & REPAIR \$ 1,500.00
PORCH
☐ \$ _____
☐ \$ _____
☐ \$ _____



INSPECTION REQUIRED

TS ☐ FT ☐ RP ☐ FL ☐ SL ☐ FR ☐ PL ☐
EL ☐ HV ☐ IN ☐ PS ☐ OTHER ☐ 000159 CO ☐

"IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED OWNER OR AGENT THAT THE APPROVAL OF THIS PERMIT DOES NOT CONSTITUTE A PRIVILEGE TO VIOLATE THE BUILDING CODE, ZONING ORDINANCE, OR OTHER ORDINANCES OF THE CITY OF BEAUFORT AND THAT ANY OMISSION OF OR MISREPRESENTATION OF FACT WITH OR WITHOUT INTENTION OF THE UNDERSIGNED OR ANY ALTERATION OR CHANGE FROM THIS PERMIT WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL, SHALL CONSTITUTE SUFFICIENT GROUND FOR THE REVOCATION OF THIS PERMIT. THIS PERMIT DOES NOT AUTHORIZE ANY ENCROACHMENT UPON COUNTY PROPERTY."

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CASE NO.: 2004-CP-07- 349

JUDGMENT ROLL NO.: 126504

PLAINTIFF (S)

City of Beaufort South Carolina

DEFENDANT (S)

The Heirs or Directors
of William Jones
et al

- () JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- (☒) DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- () ACTION DISMISSED. () Rule 12(b), SCRCP; () Rule 41 (a), SCRCP (Vol. Nonsuit); () Rule 43(k), SCRCP (Settled); () Other
- () ACTION STRICKEN, () Rule 40 (j) SCRCP; () Bankruptcy; () Binding arbitration, subject to right to restore, to confirm, vacate or modify arbitration award; () Other

IT IS ORDERED AND ADJUDGED: () See attached Order; () Statement of Judgment by the Court

04 SEP 29 PM 3:57
CLERK OF COURT
BEAUFORT, S.C.

Dated at Beaufort, South Carolina this 24 day of Sept, 2004.

\$ C J Coltrano
PRESIDING JUDGE

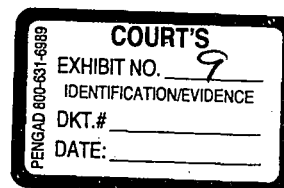
This Judgment was entered on the 24 of Sept, 2004, and a copy mailed this 29 day of September 2004 to Attorney's of record or the pro-se parties as follows:

W B Harvey III

Attorney(s) for the Plaintiff(s)

Attorney(s) for the Defendant(s)

Addie H. Lee
CLERK OF COURT



000160

REPLY

Re: Lot 26 (Lovejoy Street) Higginsonville

We do not find an in conveyance to William Jones for Lot 26 (Lovejoy Street) Higginsonville recorded with the Beaufort County Register of Deeds. We did find three Head of Family Land Certificates (HFLC) to William Jones for: HFLC # 2068 for Lot 31 Morris Street, HFLC # 1869 for Lot 29 Morris Street and HFLC # 1701 for Lot 30 Lovejoy Street all within Higginsonville.

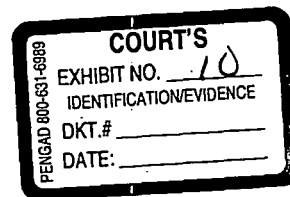
Upon review of the Arthur O. Christensen's (AOC) owner cards we find no evidence that William Jones ever owned Lot 26 (Lovejoy Street) Higginsonville. His records do show William Jones acquiring Lots 31 Morris Street, 29 Morris Street and 30 Lovejoy Street as indicated above.

Judgment Roll # 17533 is an order of taking in favor of the Beaufort-Port Royal Housing Authority for six lots within Higginsonville against the Heirs of William Jones, et al. This Judgment Roll does not state how William Jones or his Heirs acquired the lots subject to the taking. Subsequent to this Judgment Roll/Order of Taking, there were six deeds executed by the Clerk of Court conveying six lots from the Heirs of William Jones to the Beaufort-Port Royal Housing Authority. These deeds were for Lots 33 Morris Street, 31 Morris Street, 29 Morris Street, 27 Morris Street, 28 Lovejoy Street and Lot 30 Lovejoy Street.

The only indications that William Jones might of owned this lot is the Tax Records showing the Heirs of William Jones paying taxes on this parcel by DMP. It should be noted that according to the Tax Cards, the Heirs of William Jones were paying taxes on 6 lots in Higginsonville. Are these 6 Lots the same that were taken in Judgment Roll # 17533? The Deeds in DB 41 p 433 and DB 45 p 969 bound the property being conveyed on the west by "Lot recently sold to William Jones". According to the derivation for Lot 24, these would be deeds in the back chain of title to Lot 24 (Lovejoy Street).

We also found a HFLC to Nero Black for Sub Lots 26 & 28, Lot 62, Section 31, 1N1W (which is the land lot and section for Higginsonville); however, this certificate did not identify whether the lots were on Morris Street or Lovejoy Street in Higginsonville. We did not find an out conveyance from Nero Black for any property recorded with the Beaufort County Register of Deeds.

Please advise if further research is needed.



126509

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

ORDER QUIETING
TITLE

CLERK OF COURT
BEAUFORT, S.C.

09 SEP 24 AM 9:41

This matter came before me upon a hearing on September 24, 2004 which was properly noticed to all parties. Plaintiff City of Beaufort filed an Affidavit of Default as to all defendants, none of whom answered or entered an appearance in response to the complaint duly served. The Complaint alleges that Daniel Green is the sole heir of his grandfather, William Jones, who received the property described therein by virtue of a head-of-family certificate recorded in the RMC Office of Beaufort County. William Jones died intestate, leaving two daughters, namely Elloie Jones and Lillie Jones as his only heirs-at-law. Elloie Jones died intestate in or around 1942 without a surviving spouse, leaving two daughters, Florie Jones and Margaret Jones, and her son, Daniel Green, as heirs-at-law.

000162

Florie Jones and Margaret Jones subsequently died intestate, without a surviving spouse or issue, leaving their brother, Daniel Green, as their only heir-at-law.

Lillie Jones died intestate in or around 1984, without a surviving spouse, issue or sibling, leaving her nephew, Daniel Green, as her sole surviving heir-at-law.

Daniel Green has possessed the subject property in an open, notorious, exclusive, continuous, hostile and uninterrupted manner, and under claim of right and title, paying all taxes thereon, and being possessed thereof, for a period in excess of 20 years, and such possession continued through and inclusive of the date that Daniel Green deeded the property to the City of Beaufort.

The sworn testimony of Chris Settlemyre was taken to establish that, from a search of the RMC records, the property was deeded to William Jones in a head of family certificate, and that there has been no sale or other disposition of the property since that time.

On May 22, 2003, Daniel Green deeded his interest in the property in question to the City of Beaufort, in a deed recorded in Deed Book 1794 at Page 613 in the RMC Office of Beaufort County.

All parties have been properly served. Daniel Green was served by registered mail, for which he personally signed. All other parties were served by publication, pursuant to the Order of Publication, dated March 2, 2004. James Wegmann, Esquire, was properly appointed as Guardian ad Litem for all unknown defendants which may be under disability, and Mr.

Wegmann was personally served with all pleadings.

By virtue of the Affidavit of Default by William B. Harvey, III, no response has been made by any defendant, and the defendants are therefore in default.

By virtue of this default, and upon motion of the Plaintiff, I hereby declare and order that, as of the date of his deed to the City of Beaufort, Daniel Green was seized and possessed of fee simple title to the subject real property described in the Complaint, free and clear of all encumbrances and claims of others, that he was empowered to and did in fact convey free and clear title to the City of Beaufort on March 22, 2003, and that Plaintiff City of Beaufort is the owner of the fee simple title to said property.

AND IT IS SO ORDERED.



CURTIS COLTRANE

Beaufort County Master-in-Equity

Beaufort, South Carolina

Dated: September 24th, 2004

000164

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2003-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

2004 FEB 19 PM 3:01
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.

SUMMONS
(QUIET TITLE ACTION)

TO: THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action,
a copy of which is herewith served upon you, and to serve a copy of your Answer on Plaintiff
or its attorney, William B. Harvey, III, Esquire, at 1001 Craven Street, Beaufort, South
Carolina, 29902, within thirty (30) days after the service hereof, exclusive of the day of such
service, and if you fail to answer the Complaint within the time aforesaid, judgment by default
will be rendered against you for the relief demanded in the Complaint.

HARVEY & BATTEY, P.A.

By: 
WILLIAM B. HARVEY, III

Post Office Box 1107
Beaufort, South Carolina 29901-1107
843-524-3109 telephone
843-524-6973 telefax
Attorneys for Plaintiff
City of Beaufort

Beaufort, South Carolina

Dated: February 18, 2004

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2003-CP-07-319

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

2004 FEB 19 PM 3:01
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.
COMPLAINT
(QUIET TITLE ACTION)

The Plaintiff, complaining of the Defendants, alleges as follows:

1. This action is brought pursuant to Title 15 Chapter 67 of the Code of Laws of South Carolina, 1976, as amended, to quiet title to certain real property, more particularly described as follows:

ALL that certain piece of real property situate in the City of Beaufort, Beaufort County, South Carolina; measuring 132 feet, more or less, on its eastern and western boundaries, and 66 feet, more or less, on its northern and southern boundaries; and bounded on the north by Higginsonville Lot 25 (now or formerly of Mariah Tanksley), on the west by Higginsonville Lot 28 (now or formerly of Beaufort-Port Royal

Housing), on the east by Higginsonville Lot 24 (now or formerly of Albert Jackson and Charline Jackson) and on the south by Lovejoy Street.

The within grantor has paid taxes on the above-referenced real property for a period in excess of 50 years and is shown as the owner of said real property on the AOC property cards on file at the Beaufort County (S.C.) Register of Deeds and in the tax records maintained by the Beaufort County Assessor.

BEAUFORT COUNTY TAX MAP REFERENCE:

District 120, Map 1, Parcel 182

2. Plaintiff City of Beaufort has an interest in the Property by virtue of the Deed executed by Defendant Daniel Green, dated May 22, 2003, which is recorded in Deed Book 1794 at Page 613 in the Beaufort County Register of Deeds (attached as Exhibit 1 hereto).

3. John Doe and Mary Roe are fictitious names used to represent and designate any living heirs or devisees of the named Defendants and any other interested persons who are properly defendants, if any, whose names are unknown to the Plaintiff and who might claim to have any right, title, estate, interest in or lien upon the subject real property.

4. In or about 1865, by Head of Family Certificate #1869, recorded in the RMC office for Beaufort County, South Carolina, a copy of which is attached hereto as Exhibit 2, William Jones acquired fee simple title and interest to the subject property.

5. William Jones died intestate seized and possessed of the subject property, without a surviving spouse, leaving only his two daughters, namely Elloie Jones and Lillie Jones as heirs-at-law.

6. Elloie Jones died intestate in or around 1942, without a surviving spouse, leaving only her two daughters, namely Florie Jones and Margaret Jones, and her son, Daniel Green, as heirs-at-law.

7. Florie Jones and Margaret Jones subsequently died intestate, without a surviving spouse or issue, leaving their brother, namely Daniel Green, as their only heir-at-law.

8. Lilly Jones died intestate in or around 1984, without a surviving spouse, issue or siblings, leaving her nephew, Daniel Green, as her sole surviving heir-at-law.

9. Daniel Green has possessed the subject property in an open, notorious, exclusive, continuous, hostile, and uninterrupted manner, and under claim of right and title, paying all taxes thereon, and being in possession thereof, for a period in excess of twenty (20) years, and such possession continued and through and inclusive of the date that Daniel Green deeded the property to the Plaintiff, City of Beaufort.

10. By virtue of the intestacies described herein, Daniel Green was seized and possessed of fee simple in and to the subject real property, and there are no other individuals who have just claim to, interest in, right to or lien upon the subject real property which is superior to the interest of Daniel Green. However, Plaintiff is advised and verily believes that a quiet title action is necessary to render title to the subject real property good and marketable.

11. The Plaintiff has no adequate remedy at law and, unless the Court, in its equity jurisdiction, proceeds to hear and determine the interests of all parties in the subject real property, the Plaintiff will suffer irreparable harm.

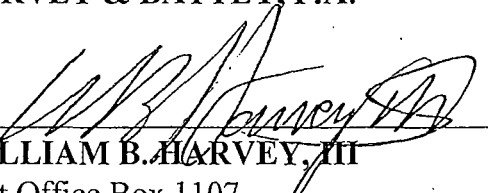
WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that the Master-in-Equity:

a. Appoint a *Guardian ad Litem* to represent the interests of any minor children, persons *non compos mentis*, persons in the Armed Forces of the United States of America, and persons under any disabilities;

b. Enter a judgment declaring that, as of the date of his deed, Exhibit 1, to the City of Beaufort, Daniel Green was seized and possessed of fee simple title to the subject real property described in this Complaint, free and clear of all encumbrances and claims of others, and that he was empowered to and did in fact convey free and clear title to the City of Beaufort; and

c. Render such other and further relief as may be just and equitable.

Respectfully submitted,
HARVEY & BATTEY, P.A.

By: 
WILLIAM B. HARVEY, III

Post Office Box 1107
Beaufort, South Carolina 29901-1107
843-524-3109 telephone
843-524-6973 telefax
Attorneys for Plaintiff
City of Beaufort

Beaufort, South Carolina

Dated: February 18, 2004

4/10 HLB 1772
This instrument prepared without
benefit of a title examination by:

Thomas C. Davis, Esquire
HARVEY & BATTEY, P.A.
1001 Craven Street
Beaufort, SC 29902

BEAUFORT COUNTY SC - ROD
BK 01784 PG 0813
FILE NUM 2003052314
07/08/2003 03:51:12 PM
REC'D BY B BING RCPT# 163712
RECORDING FEES 10.00

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

2004 FEB 19 PM 3:01
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.

WHEREAS, William Jones died intestate seized and possessed of the real property hereinafter described, without a surviving spouse, leaving only his two daughters, namely, Elloie Jones and Lillie Jones, as heirs-at-law; and

WHEREAS, Elloie Jones died intestate in or around 1942, without a surviving spouse, leaving only her two daughters, namely, Florie Jones and Margaret Jones, and her son, Daniel Green, as heirs-at-law, and Florie Jones and Margaret Jones subsequently died intestate, without a surviving spouse or issue, leaving their brother, namely, Daniel Green, as their heir-at-law; and

WHEREAS, Lillie Jones died intestate in or around 1984, without a surviving spouse, issue or siblings, leaving her nephew, namely, Daniel Green, as her heir-at-law; and

WHEREAS, Daniel Green, through the referenced intestate successions, owns the real property hereinafter described, and is desirous of conveying said real property to the City of Beaufort;

NOW, THEREFORE, KNOW ALL MEN THAT Daniel Green, for Thirty-Eight Thousand and 00/100 (\$38,000.00) Dollars, paid by the City of Beaufort, 302 Carteret Street, Beaufort, SC 29902, has granted, and by these presents does grant, unto the City of Beaufort, its successors and assigns, the following real property:

ALL that certain piece of real property situate in the City of Beaufort, Beaufort County, South Carolina; referred to on plats of record as Higginsonville Lot 26; measuring 132 feet, more or less, on its eastern and western boundaries, and 66 feet, more or less, on its northern and southern boundaries; and bounded on the north by Higginsonville Lot 25 (now or formerly of Mariah Tanksley, on the west by Higginsonville Lot 28 (now or formerly of Beaufort-Port Royal Housing, on the east by Higginsonville Lot 24 (now or formerly of Albert Jackson and Charline Jackson) and on the south by Lovejoy Street.

The within grantor has paid taxes on the above-referenced real property for a period in excess of 50 years and is shown as the owner of said real property on the AOC property cards on file at the Beaufort County (SC) Register of Deeds and in the tax records maintained by the Beaufort County Assessor.

BEAUFORT COUNTY TAX MAP REFERENCE:
District 120, Map 1, Parcel 182

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the **City of Beaufort**, its successor and assigns, forever.

AND Daniel Green does hereby bind himself, his heirs and assigns, to warrant and defend the said Premises unto the **City of Beaufort**, its successors and assigns, against him and his heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

GRANTOR'S SIGNATURE ON THE NEXT PAGE.

WITNESS his Hand and Seal this 22nd day of May, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ruth Greene
Bessie Greene

Daniel Green
Daniel Green

BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.

2003 FEB 19 PM 3:02

STATE OF NEW YORK)

PROBATE

COUNTY OF New York)

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw Daniel Green sign, seal, and as his act and deed, deliver the within-written Title to Real Estate, and that s/he with the second witness witnessed the execution thereof.

Ruth Greene Bessie Greene

SWORN to before me on the
22nd day of May, 2003.

James Limpert
Notary Public of New York
My Commission Expires: APRIL 4, 2006

JAMES LIMPERT
Notary Public, State of New York
No. 01114925742
Qualified in New York County
Commission Expires April 4, 2006

STATE OF SOUTH CAROLINA)
) AFFIDAVIT OF TRUE CONSIDERATION
 and
 COUNTY OF BEAUFORT) CLAIM FOR EXEMPTION from
 RECORDING FEES

PERSONALLY appeared before me the undersigned, who is duly sworn, deposed, and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed by the Filer under the laws of the State of South Carolina, the County of Beaufort, or as otherwise provided by law.

GRANTOR NAME: Daniel Green

GRANTEE NAME: City of Beaufort

GRANTEE MAILING ADDRESS: P.O. Box 1167, Beaufort, SC 29901

DATE OF CONVEYANCE: 6/6/03

TRUE CONSIDERATION: \$38,000.00

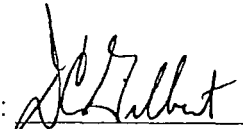
TAX DISTRICT/MAP/PARCEL NO.: R120-001-000-0182-0000

(NOTE: This information must appear on any Deed, and any Plat, whether attached or filed separately.)

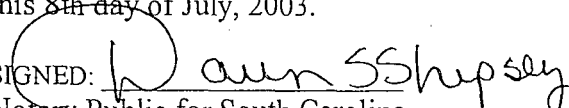
STATE RECORDING FEE EXEMPTION - 12-24-40, sub-par # 2
 (Per S.C. Code Sect. 12-24-40. Note Subparagraph No.)

TOWN OF HILTON HEAD ISLAND TRANSFER FEE EXEMPTION Sub-par # _____
 (Per Town Ordinance 90-26, et seq. Note Subparagraph No.)

OTHER EXEMPTION - Please Cite Federal, State or other Code as applicable, and describe Exemption below:

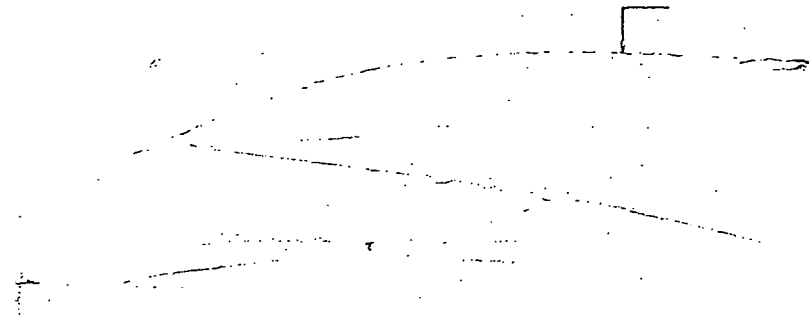
Signed: 
 Printed Name: D. C. Gilbert
 As (Capacity): Attorney

SWORN TO BEFORE ME,
 this 8th day of July, 2003.

SIGNED: 
 Notary Public for South Carolina
 My Commission Expires: 8-3-05

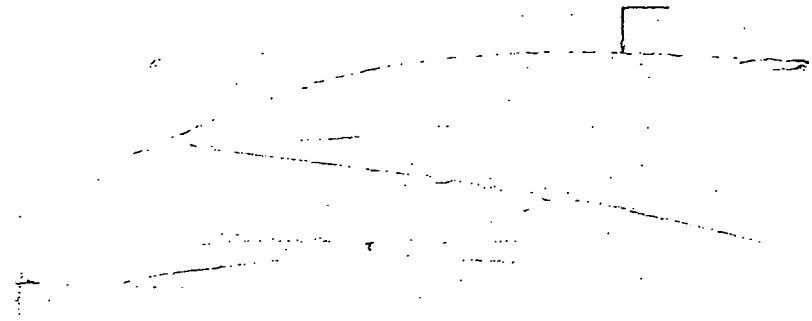
2004 FEB 19 PM 3:02

000174

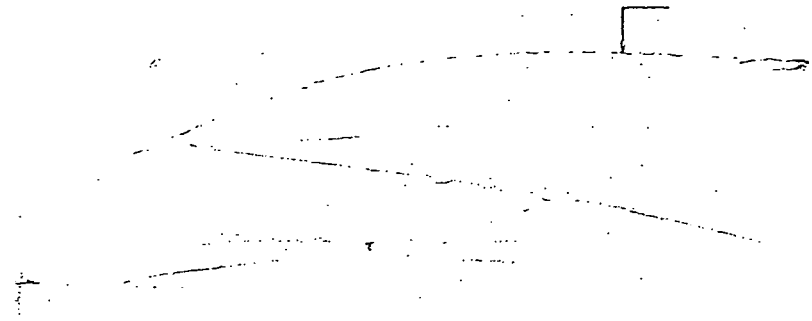


JONES, William

Lot Sub 30 in 62, Sec. 31, 1N1W
RF# 1701, 20/100 a.



Lot S 29 in 62, Sec. 31,
RF# 1869, 20/100 acre



000175

EXHIBIT 2

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

04-LP-07-0257
IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.

2004 MAR -9 PM 2:36

LIS PENDENS

C

TO: THE DEFENDANTS ABOVE-NAMED:

Notice is hereby given that an action has been commenced and is now pending in this court upon the Complaint of the Plaintiff against the Defendants to quiet title to certain real property acquired through a tax sale, said real property being more particularly described as follows:

ALL that certain piece of real property situate in the City of Beaufort, Beaufort County, South Carolina; measuring 132 feet, more or less, on its eastern and western boundaries, and 66 feet, more or less, on its northern and southern boundaries; and bounded on the north by Higginsonville Lot 25 (now or

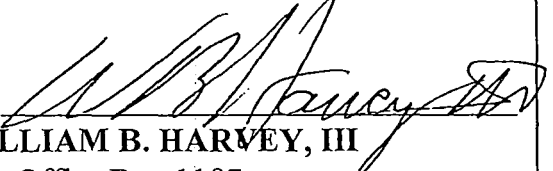
formerly of Mariah Tanksley), on the west by Higginsonville Lot 28 (now or formerly of Beaufort-Port Royal Housing), on the east by Higginsonville Lot 24 (now or formerly of Albert Jackson and Charline Jackson) and on the south by Lovejoy Street.

The within grantor has paid taxes on the above-referenced real property for a period in excess of 50 years and is shown as the owner of said real property on the AOC property cards on file at the Beaufort County (S.C.) Register of Deeds and in the tax records maintained by the Beaufort County Assessor.

BEAUFORT COUNTY TAX MAP REFERENCE:

District 120, Map 1, Parcel 182

Respectfully submitted,
HARVEY & BATTEY, P.A.

By: 

WILLIAM B. HARVEY, III

Post Office Box 1107

Beaufort, South Carolina 29901-1107

843-524-3109 telephone

843-524-6973 telefax

Attorneys for Plaintiff

City of Beaufort

Beaufort, South Carolina

Dated: March 9, 2004

13
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

2004 APR 27 PM 3:13
Affidavit of Default

The undersigned, William B. Harvey, III, having first been duly sworn, deposes and states as follows:

1. I am Beaufort City Attorney, and counsel for the Plaintiff, City of Beaufort, in the above-captioned matter.

2. This quiet title action was begun by the filing of a Summons and Complaint on February 19, 2004. As alleged in the Complaint, it is believed that Daniel Green is the sole heir of the estate of his grandfather, William Jones. By virtue of a letter dated March 2, 2004, Defendant Daniel Green was served with a filed copy of the Summons, Complaint and exhibits.

Mr. Green signed for the receipt of these pleadings on March 13, 2004, by virtue of the signed Domestic Return Receipt attached hereto as Exhibit 1 and incorporated herein by reference.

3. On March 2, 2004, the Plaintiff obtained the Order of Publication, attached hereto as Exhibit 2. Additionally, on March 2, 2004, Plaintiff obtained the Order Appointing Guardian Ad Litem (a copy of which is attached hereto as Exhibit 3), James J. Wegmann, Esquire, for the unknown party defendants, who may be minors, non compos mentis, in the Armed Forces of the United States of America or under any other disability.

4. On March 15, 22 and 29, 2004, the Plaintiff published the Summons and Notice to Unknown Defendants in the Beaufort Gazette, a newspaper publication of general circulation in Beaufort County. A copy of the Affidavit of Publication is attached hereto as Exhibit 4 and incorporated herein by reference.

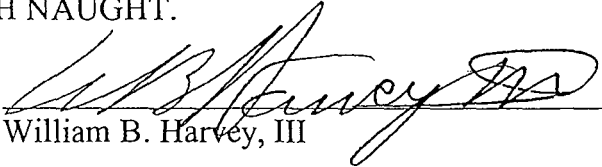
5. By letter dated March 9, 2004, attached hereto as Exhibit 5, the Plaintiff served upon James Wegmann, Esquire, Guardian ad Litem, copies of all of the filed pleadings in this matter.

6. More than thirty (30) days have elapsed and the Plaintiff has received no response, appearance, answer, other pleading, or other communication whatsoever by any defendant in this action, and the defendants are therefore in default of the Summons and Complaint.

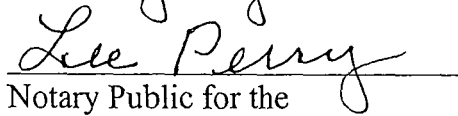
7. Since Daniel Green has previously signed a deed granting title to the real property in question to the City of Beaufort, subject to this quiet title action, and since the Complaint alleges that Daniel Green is the sole heir of this real property, the Plaintiff believes that it is entitled to an order holding that Daniel Green was seized and possessed fee simple

title to the subject property, free and clear of all encumbrances and claims of others, that he was empowered to and did in fact convey free and clear title to the City of Beaufort, and that the City of Beaufort is now the owner in fee simple of the subject property.

FURTHER, DEPONENT SAYETH NAUGHT.


William B. Harvey, III

Sworn to before me this 27th
day of July, 2004.



Notary Public for the
State of South Carolina

My Commission Expires: 11-26-06

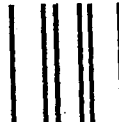
04-CP-07-349

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature x <u>Daniel Greene</u> ☐ Agent ☒ Addressee
1. Article Addressed to: Mr. Daniel Green 242 West 62 Street, Apartment 4D New York, New York 10023-7304	B. Received by (Printed Name) <u>DANIEL GREENE</u> C. Date of Delivery <u>3/13/04</u>
2. Article Number (Transfer from service label) <u>7002 2030 0005 8960 2819</u>	D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	4. Restricted Delivery? (Extra Fee) ☒ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

City Compound

UNITED STATES POSTAL SERVICE

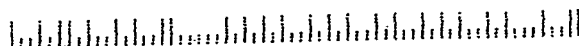


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

William B. Harvey, III, Esquire
Harvey & Battey, P.A.
1001 Craven Street
Post Office Drawer 1107
Beaufort, SC 29901-1107

13



000181



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL
GREEN; and all other persons
unknown having or claiming to have
any right, title, estate, interest in, or
lien upon the real property described
in the Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all
persons who may be deceased, minors,
in the Armed Forces of the United
States of America, *non compos mentis*,
or under any other disability,

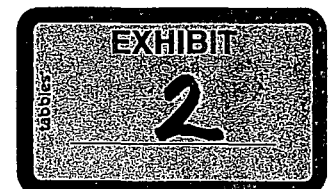
Defendants.

2004-CP-07-349-2 PM 6:12
Order of Publication

It appearing to my satisfaction from the Affidavit of William B. Harvey, III, Esquire,
of the firm of Harvey & Battey, P.A., attorneys for the Plaintiff and from the Complaint in
this matter that:

1. A cause of action exists in favor of the Plaintiff and against the Defendants and
it appearing that proper due diligence has been exercised by the affiant to determine the
location of unknown and non-resident Defendants.

000182



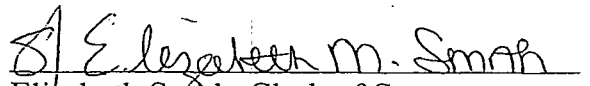
2. That the Defendants are necessary or proper parties to this action which relates to real property in Beaufort County, South Carolina.

3. The Defendants, or some of them, are non-residents of the State of South Carolina and can not be served by personal service within the State.

4. That there may be unknown Defendants and that service on them can be made only by publication.

NOW, THEREFORE, on motion of Harvey & Battey, P.A. attorney for the Plaintiffs, it is Ordered:

- A. Service of the requisite pleadings in this action upon the Defendants shall be made by publication thereof in the Beaufort Gazette, a newspaper published in the County of Beaufort, State of South Carolina, which newspaper is hereby designated as the one most likely to give notice to Defendants;
- B. The publication of the Summons shall be once a week for three (3) consecutive weeks; and
- C. Should the Plaintiff or his attorney be able to ascertain the address of any of the Defendants in this cause, a copy of the Summons and Complaint shall be mailed by certified mail to that Defendant at such address if they are a non-resident; and that personal service should be made upon any resident Defendant if they can be located in the State of South Carolina.


Elizabeth Smith, Clerk of Court
Beaufort, South Carolina

Beaufort, South Carolina
March 5, 2004

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL
GREEN; and all other persons
unknown having or claiming to have
any right, title, estate, interest in, or
lien upon the real property described
in the Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all
persons who may be deceased, minors,
in the Armed Forces of the United
States of America, *non compos mentis*,
or under any other disability,

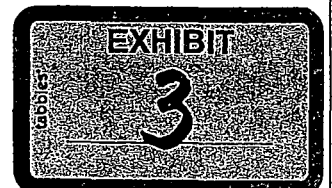
Defendants.

ORDER APPOINTING
GUARDIAN AD LITEM

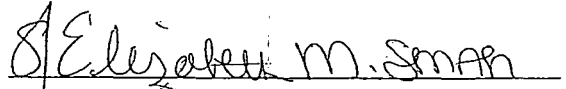
Upon reading the Plaintiff's Petition for Appointment of Guardian Ad Litem for the unknown party Defendants, resident or non-resident, who may be minors, in the Armed Forces of the United States of America, non compos mentis, or under any other disability, it appears that James J. Wegmann, Esquire, is a fit and proper person to act as Guardian ad Litem.

NOW, THEREFORE, upon motion of Harvey and Battey, P.A., it is ORDERED that James J. Wegmann, Esquire, be and is hereby appointed Guardian ad Litem for the unknown

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party Defendants, resident or non-resident, who may be minors, non compos mentis, in the Armed Forces of the United States of America, or under any other disability.


Elizabeth Smith,
Clerk of Court
Beaufort, South Carolina

Beaufort, South Carolina

March 2, 2004

000185

The Beaufort Gazette

State of South Carolina
COUNTY OF BEAUFORT

Personally appeared before me

Pam V. Jenkins

of The Beaufort Gazette, a newspaper published in the City of Beaufort, County and State aforesaid, who, being duly sworn, says that the advertisement of

Summons (Quiet Title Action) and Notice to Unknown

Defendants and Defendants Under Disability

City of Beaufort, South Carolina v. The Heirs or Devisees of

William Jones, et al / Civil Action No. 2003-CP-07-349

appeared in the issues of said newspaper on the follow

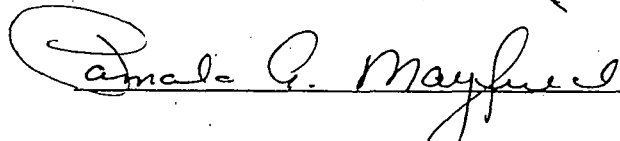
day(s): March 15, 22 & 29, 2004

Subscribed and sworn to

before me this 29th day

of March

A.D. 2004



NOTARY PUBLIC

My commission expires

26 08 2006

and being designated collectively as JOHN DOE and MARY ROE, including all persons who may be deceased, minors, in the Armed Forces of the United States of America, non compos mentis, or under any other disability,

Defendants.
SUMMONS

(QUIET TITLE ACTION)
TO: THE DEFENDANT(S)
ABOVE-NAMED:
YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, which was filed on February 19, 2004 at the offices of the Beaufort County Clerk of Court, 1001 Ribaut Road, Beaufort, South Carolina, and to serve a copy of your Answer on Plaintiff or its attorney, William B. Harvey, III, Esquire, at 1001 Craven Street, Beaufort, South Carolina; 29902; within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

HARVEY & BATTEY, P.A.
By: S/WILLIAM B. HARVEY, III
Post Office Box 1107
Beaufort, South Carolina 29901-1107
843-524-3109 telephone
843-524-6973 telefax
Attorneys for Plaintiff
City of Beaufort

Beaufort, South Carolina
Dated: February 19, 2004

NOTICE TO UNKNOWN
DEFENDANTS AND
DEFENDANTS UNDER
DISABILITY

TO: THE DEFENDANTS
ABOVE-NAMED WHO MAY
BE MINORS, IMPRISONED,
INCOMPETENT, SERVING
IN THE ARMED FORCES,
OR WHOM MAY OTHERWISE
BE UNDER DISABILITY:

And to the natural, general, testamentary or other guardians thereof, and to the person with whom they reside or who are acting as their natural guardian if any there be; and to all other Defendants whose whereabouts cannot be ascertained.

TAKE NOTICE, that a Summons, Lis Pendens (Notice of

Pendency of Action), Complaint, Order Appointing Guardian ad Litem, Order of Publication with supporting Affidavit, and Notice of Unknown Defendants and Persons Under Disability have been filed in the office of the Clerk of Court for Beaufort County, South Carolina, and copies are available upon request to Plaintiff's attorney. YOU WILL FURTHER TAKE NOTICE that James J. Wegmann, Esquire, has been appointed Guardian ad Litem, his appointment to become absolute thirty (30) days after the service of the Summons. In the event you have a claim to the real property which is the subject of this action, more particularly described in the Lis Pendens, you should contact the Court appointed Guardian ad Litem or your attorney. All persons under disability have the right to have a Guardian ad Litem of your choice appointed if the request is timely made to the Court.

Respectfully submitted,
HARVEY & BATTEY, P.A.

By: S/WILLIAM B. HARVEY, III

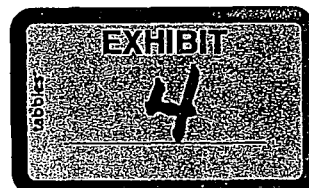
Post Office Box 1107
Beaufort, South Carolina

29901-1107
843-524-3109 telephone

843-524-6973 telefax
Attorneys for Plaintiff

City of Beaufort
Beaufort, South Carolina

Dated: March 9, 2004
3/15/22/29/H&B



000186



HARVEY & BATTEY, PA

— ATTORNEYS AT LAW —

SINCE 1922

1001 CRAVEN STREET • P.O. DRAWER 1107 • BEAUFORT, SC 29901-1107

(843) 524-3109 • (843) 524-6973 FAX

www.harveyandbattey.com • writer's e-mail: bharvey@harveyandbattey.com

W. BRANTLEY HARVEY, SR.
(1893-1981)

W. BRANTLEY HARVEY, JR.

COLDEN R. BATTEY, JR.

WILLIAM B. HARVEY, III[†]

JOHN M. TATUM, III

THOMAS C. DAVIS

THOMAS A. HOLLOWAY*

DEREK C. GILBERT **

CLIFFORD BUSH, III
EUGENE PARRS***
MARY FRAN GALLAGHER

[†] S.C. Circuit Court Mediator

• Also Admitted in

Pennsylvania & New Jersey

** Also Admitted in Georgia

*** Also Admitted in New York,
North Carolina and Florida

March 9, 2004

James Wegmann, Esquire
Weidner & Wegmann
6 Professional Village Circle
Beaufort, South Carolina 29907

Re: *City of Beaufort v. The Heirs or Divisees of William Jones, et al.*
Civil Action Number 2004-CP-07-349
Our File Number 20964

Dear Jim:

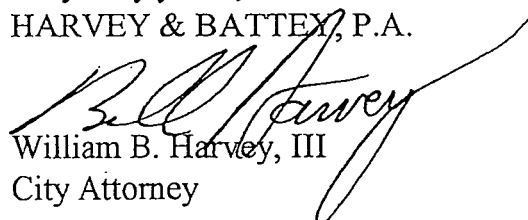
Thank you for agreeing to serve as the *guardian ad litem* in the above-referenced quiet title action. I am enclosing copies of the following filed documents:

1. Summons;
2. Complaint;
3. Petition for Appointment of *Guardian ad litem*;
4. Affidavit of William B. Harvey, III;
5. Order of Publication;
6. Order Appointing *Guardian ad litem*;
7. Lis Pendens; and
8. Notice to Unknown Defendants and Defendants Under Disability.

Pursuant to § 15-9-740, we will proceed to publish the Summons and Notice to Unknown Defendants in the Beaufort *Gazette* once a week for a three-week period.

Please call me if you have any questions. Thank you for your cooperation.

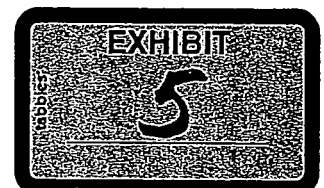
Very truly yours,
HARVEY & BATTEY, P.A.


William B. Harvey, III
City Attorney

WBHIII/lp

Enclosures

cc: Mr. John McDonough, City Manager, with enclosures



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL
GREEN; and all other persons
unknown having or claiming to have
any right, title, estate, interest in, or
lien upon the real property described
in the Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all
persons who may be deceased, minors,
in the Armed Forces of the United
States of America, *non compos mentis*,
or under any other disability,

Defendants.

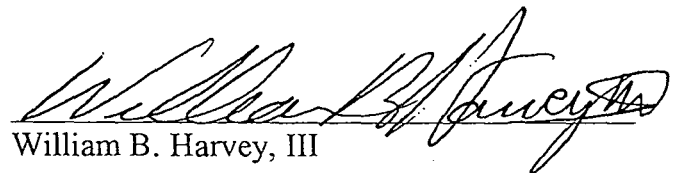
Affidavit of William B. Harvey, III

PERSONALLY APPEARED BEFORE ME, William B. Harvey, III, Esquire, who, being
duly sworn, deposes and states as follows:

1. He is an attorney with the law firm of Harvey and Battey, P.A., with offices at
1001 Craven Street, Beaufort, South Carolina, and he makes this affidavit on behalf of the
Plaintiff in this cause seeking an Order of Publication against certain non-residents and
unknown defendants since the exercise of due and proper diligence has not, or may not, have
determined the identity and location thereof.

2. This action has been commenced and is now pending in the Court of Common Pleas for Beaufort County, South Carolina under the provisions of the South Carolina Uniform Declaratory Judgment Act, Section 15-53-10, et seq., Code of Laws of South Carolina, to obtain a declaration of the rights, status, and other legal relations of the parties hereto with respect to certain real property located in Beaufort County, South Carolina.

3. In addition to any unknown claimants set forth in the Summons, there are, or may be, a number of Defendants who cannot be served a copy of the Summons in the state of South Carolina, and it is necessary and proper to serve them by publication since due and proper diligence has not, or may not, have determined the identity of all such unknown or non-resident claimants.


William B. Harvey, III

Sworn to before me this 1st
day of May, 2004.

Notary Public Lee Perry
State of South Carolina
County of Beaufort
My Commission Expires: 11-26-2006



HARVEY & BATTEY, PA

ATTORNEYS AT LAW

SINCE 1922

1001 CRAVEN STREET • P.O. DRAWER 1107 • BEAUFORT, SC 29901-1107

(843) 524-3109 • (843) 524-6973 FAX

www.harveyandbattey.com • writer's e-mail: bharvey@harveyandbattey.com

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(1893-1981)

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JOHN M. TATUM, III

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EUGENE PARRS***

MARY FRAN GALLAGHER

[†] S.C. Circuit Court Mediator

* Also Admitted in

Pennsylvania & New Jersey

** Also Admitted in Georgia

*** Also Admitted in New York,
North Carolina and Florida

March 2, 2004

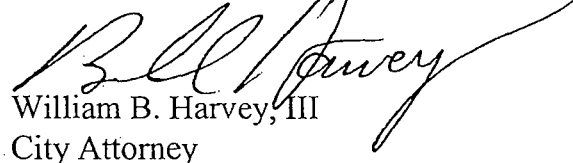
The Honorable Elizabeth M. Smith
Beaufort County Clerk of Court
Beaufort County Judicial Center
100 Ribaut Road
Post Office Drawer 1128
Beaufort, South Carolina 29901-1128

Re: *City of Beaufort v. The Heirs or Divisees of William Jones, et al.*
Civil Action Number 2004-CP-07-349
Our File Number 20964

Dear Liz:

I am attorney of record for the Plaintiff, City of Beaufort, in the above-referenced quiet title action. In order to prosecute this action, it is necessary that I get an Order of Publication, as well as an Order Appointing Guardian Ad Litem. Jim Wegman, Esquire, has agreed to assist as the *guardian ad litem*. I am therefore enclosing an Affidavit to support the Order of Publication, and a Petition for Appointment of Guardian Ad Litem. I am also enclosing a proposed Order of Publication and for Guardian Ad Litem. If you find these documents to be in order, please sign the two orders, have them filed in your office, and then have the deputy clerk return the clocked copies to me via our courthouse mailbox. Call me if you have any questions whatsoever.

Very truly yours,
HARVEY & BATTEY, P.A.


William B. Harvey, III
City Attorney

WBHIII/lp

Enclosures

cc: Mr. John McDonough, City Manager

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL
GREEN; and all other persons
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lien upon the real property described
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designated collectively as JOHN DOE
and MARY ROE, including all
persons who may be deceased, minors,
in the Armed Forces of the United
States of America, *non compos mentis*,
or under any other disability,

Defendants.

Order of Publication

It appearing to my satisfaction from the Affidavit of William B. Harvey, III, Esquire,
of the firm of Harvey & Battey, P.A., attorneys for the Plaintiff and from the Complaint in
this matter that:

1. A cause of action exists in favor of the Plaintiff and against the Defendants and
it appearing that proper due diligence has been exercised by the affiant to determine the
location of unknown and non-resident Defendants.

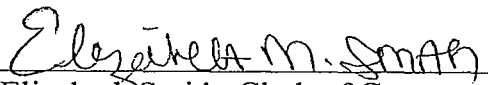
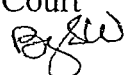
2. That the Defendants are necessary or proper parties to this action which relates to real property in Beaufort County, South Carolina.

3. The Defendants, or some of them, are non-residents of the State of South Carolina and can not be served by personal service within the State.

4. That there may be unknown Defendants and that service on them can be made only by publication.

NOW, THEREFORE, on motion of Harvey & Battey, P.A. attorney for the Plaintiffs, it is Ordered:

- A. Service of the requisite pleadings in this action upon the Defendants shall be made by publication thereof in the Beaufort Gazette, a newspaper published in the County of Beaufort, State of South Carolina, which newspaper is hereby designated as the one most likely to give notice to Defendants;
- B. The publication of the Summons shall be once a week for three (3) consecutive weeks; and
- C. Should the Plaintiff or his attorney be able to ascertain the address of any of the Defendants in this cause, a copy of the Summons and Complaint shall be mailed by certified mail to that Defendant at such address if they are a non-resident; and that personal service should be made upon any resident Defendant if they can be located in the State of South Carolina.


Elizabeth Smith, Clerk of Court
Beaufort, South Carolina 

Beaufort, South Carolina
March 2, 2004

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL
GREEN; and all other persons
unknown having or claiming to have
any right, title, estate, interest in, or
lien upon the real property described
in the Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all
persons who may be deceased, minors,
in the Armed Forces of the United
States of America, *non compos mentis*,
or under any other disability,

Defendants.

ORDER APPOINTING
GUARDIAN AD LITEM

Upon reading the Plaintiff's Petition for Appointment of Guardian Ad Litem for the unknown party Defendants, resident or non-resident, who may be minors, in the Armed Forces of the United States of America, non compos mentis, or under any other disability, it appears that James J. Wegmann, Esquire, is a fit and proper person to act as Guardian ad Litem.

NOW, THEREFORE, upon motion of Harvey and Battey, P.A., it is ORDERED that James J. Wegmann, Esquire, be and is hereby appointed Guardian ad Litem for the unknown

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2004-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL
GREEN; and all other persons
unknown having or claiming to have
any right, title, estate, interest in, or
lien upon the real property described
in the Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all
persons who may be deceased, minors,
in the Armed Forces of the United
States of America, *non compos mentis*,
or under any other disability,

Defendants.

PETITION FOR APPOINTMENT OF
GUARDIAN AD LITEM

The petition of the law firm of Harvey & Battey, P.A., attorneys for the Plaintiff, would respectfully show unto this Honorable Court:

1. This action has been commenced and is now pending for the purpose of obtaining a declaration of the rights, status, and other legal relations of the parties hereto with respect to certain real property situate in Beaufort County, South Carolina.

2. There may be persons claiming an interest in or title to this property as heirs of the named Defendants.

3. After a reasonable and diligent search, the attorneys for the Plaintiff have been unable to determine their names or to ascertain their whereabouts so that they have, therefore, used John Doe and Mary Roe (fictitious names being used as the true names of such persons unknown to the Plaintiff) as parties Defendant to represent all unknown persons claiming any right, title interest, estate, or lien upon the real property involved in this action.

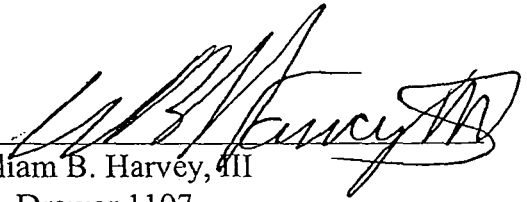
4. Some of the Defendants are or may be minors or under other disabilities, or may be in the Armed Forces of the United States of America, or may be non compos mentis.

5. Pursuant to the laws of the State of South Carolina, it is necessary that a Guardian ad Litem be appointed to represent the interests, if any, of the Defendants above named, in the subject real property.

6. James J. Wegmann, Esq. is a suitable and proper person to be appointed Guardian ad Litem for the unknown parties Defendant, resident or non-resident, who may be minors, in the Armed Forces of the United States of America, non compos mentis, or under other disabilities.

WHEREFORE, your Plaintiff prays that James J. Wegmann, Esq., be appointed Guardian ad Litem for the unknown Defendants, those who may be minors, non compos mentis, under other disabilities, or in the Armed Forces of the United States of America.

HARVEY & BATTEY, P.A.

By: 
William B. Harvey, III
P.O. Drawer 1107
Beaufort, SC 29901-1107
(843) 524-3109
Fax (843) 524-6973
Attorneys for Plaintiff

Beaufort, South Carolina
March 1, 2004

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2007-CP-07-349

CITY OF BEAUFORT, SOUTH
CAROLINA,

Plaintiff,

v.

THE HEIRS OR DIVISEES OF
WILLIAM JONES; DANIEL GREEN;
and all other persons unknown having
or claiming to have any right, title,
estate, interest in, or lien upon the
real property described in the
Complaint herein and being
designated collectively as JOHN DOE
and MARY ROE, including all persons
who may be deceased, minors, in the
Armed Forces of the United States of
America, *non compos mentis*, or under
any other disability,

Defendants.

2004 MAR -9 PM 2:36
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.

NOTICE TO UNKNOWN
DEFENDANTS AND DEFENDANTS
UNDER DISABILITY

TO THE DEFENDANTS ABOVE-NAMED WHO MAY BE MINORS, IMPRISONED,
INCOMPETENT, SERVING IN THE ARMED FORCES, OR WHO MAY OTHERWISE BE
UNDER DISABILITY:

And to the natural, general, testamentary or other guardians thereof, and to the person
with whom they reside or who are acting as their natural guardian if any there be, and to all
other Defendants whose whereabouts cannot be ascertained.

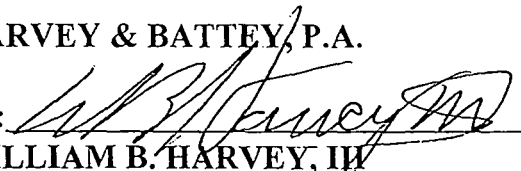
TAKE NOTICE, that a Summons, Lis Pendens (Notice of Pendency of Action),
Complaint, Order Appointing Guardian ad Litem, Order of Publication with supporting
Affidavit, and Notice to Unknown Defendants and Persons Under Disability have been filed in

the office of the Clerk of Court for Beaufort County, South Carolina, and copies are available upon request to Plaintiff's attorney.

YOU WILL FURTHER TAKE NOTICE that James J. Wegmann, Esquire, has been appointed Guardian ad Litem, his appointment to become absolute thirty (30) days after the service of the Summons. In the event you have a claim to the real property which is the subject of this action, more particularly described in the Lis Pendens, you should contact the Court appointed Guardian ad Litem or your attorney. All persons under disability have the right to have a Guardian ad Litem of your choice appointed if the request is timely made to the Court.

Respectfully submitted,

HARVEY & BATTEY, P.A.

By: 

WILLIAM B. HARVEY, III

Post Office Box 1107

Beaufort, South Carolina 29901-1107

843-524-3109 telephone

843-524-6973 telefax

Attorneys for Plaintiff

City of Beaufort

Beaufort, South Carolina

Dated: March 9, 2004

COURT'S
BIT NO. 11
TIFICATION/EVIDENCE

c: _____

0th _____ day of _____ 1951
 Signed, sealed and delivered in the presence of

STATE OF SOUTH CAROLINA,
 PLEASANT }
 County } ss.
 BEFORE ME personally appeared _____ Al Doin _____ and made oath that he saw the within named
 Albert Jackson and Charlene Jackson, sign, seal, and as his act and deed, deliver the within written Deed; and that he with
 James Barton _____ witnessed the execution thereof.

Sworn to before me, 1974, _____ Day of _____ December _____ A.D. 19____.

[Signature]

STATE OF SOUTH CAROLINA

John H. McCutcheon, a Notary Public, do hereby certify unto all whom it may concern, that
Mrs. Charlene Jackson, the wife of the within named Albert Jackson, did this day
appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any com-
pulsion, fraud or fear of any person or persons whatsoever relinquish unto the within named Selma of Georgia, Inc.
its successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal this 9th
day of December A.D. 19 64
James H. Jackson
GOVERNOR OF THE STATE OF SOUTH CAROLINA

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to Raymond - Altonia Credit Corporation his, its or their right, title and interest in to the within contract and all moneys to become due thereunder, and assigns all rights which he now has or may hereafter have (until full payment of all amounts due under the within contract) to assert or enforce any lien against the within described property except for liens resulting from default of the buyer under the within contract.

DATE Atlanta, Georgia Irving Green (L.S.)
December 29 19 64 BY Irving Green TWS Sec. - Green

WITNESS *Wm. H. Ballou*
WITNESS *Howard L. Lister*

State of South Carolina.

Writ of Habeas Corpus

19

Received this 19th day of May, 1905.

Filed for Record this 19th day of May, 1905.

Comptroller General

000199

PARCEL 0183

**LIMITED APPRAISAL
RESTRICTED REPORT**

OF

**CHARLENE S. JACKSON PROPERTY
LOT 24, HIGGINSONVILLE SUBDIVISION
1905 LOVEJOY ST.
BEAUFORT, SC 29902**

FOR

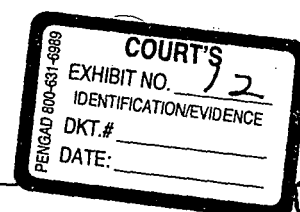
**CITY OF BEAUFORT
c/o MR. ROSS A. JONES, ASSISTANT CITY MANAGER
P.O. DRAWER 1167
BEAUFORT, SC 29901**

**EFFECTIVE DATE OF VALUATION
AS OF: JUNE 1, 2005**

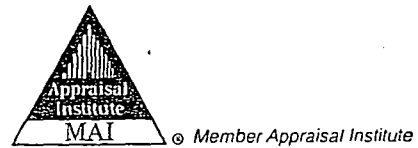
BY

**GEORGE R. OWEN, MAI
CERTIFIED GENERAL APPRAISER
10 OVER DAM
BEAUFORT, SC 29906**

DATE OF APPRAISAL: JUNE 10, 2005



George R. Owen
Real Estate Appraiser
and Consultant
10 Over Dam
Beaufort, SC 29906
843-379-6491



June 10, 2005

Mr. Ross A. Jones, Assistant City Manager
City of Beaufort
P.O. Drawer 1167
Beaufort, SC 29901

RE: Charlene S. Jackson
Lot 24, Higginsonville Subdivision

Dear Mr. Jones:

In accordance with your request, I have completed an appraisal of market value of the referenced property as of the date of latest field inspection, June 1, 2005. Market value is defined in the attached report.

I have utilized the market approach to value, as there was adequate data to develop this approach. A careful analysis of the appropriate sales information resulted in a final estimate of market value of the fee simple interest of \$40,000 (FORTY THOUSAND DOLLARS). The property included in the appraised value comprises land only.

It is my understanding that this property is being actively considered for purchase by the City of Beaufort, in connection with the proposed development of a new municipal building complex. The subject is one of several properties on the north side of Lovejoy Street being acquired. The subject property, being vacant, does not exhibit any "going concern" value, and this fact has been taken into account.

000201

Mr. Ross A. Jones

June 10, 2005

Page 2

Inspection of the subject property did not reveal any apparent or suspected environmental hazards. However, it must be recognized that the appraiser is not an expert in environmental matters; a qualified expert should be retained in the event that an environmental analysis is required. The subject property is not located within a flood hazard zone.

There is additional information regarding the subject property and the market, which is retained in the appraiser's work file and incorporated herein by reference. This report is made subject to the assumptions and limiting conditions summarized on the pages following the main text of the report.

I urge a careful reading of the appraisal report. My invoice for services rendered is attached. I appreciate this opportunity to be of service.

Sincerely,



George R. Owen MAI
Certified General Appraiser
South Carolina License #5064

GRO

000202

George R. Owen
Real Estate Appraiser and Consultant

IDENTIFICATION OF PROPERTY

The property being appraised, hereinafter known as the subject property of this report, is a single vacant lot in the old Higginsonville Subdivision, being Lot 24 . The property is just west of the northwest corner of Lovejoy and Palmetto Streets, Beaufort, South Carolina.

Subject photographs, legal description, site survey and other pertinent information is included in the body or Appendix of this report.

PRIOR TRANSFER INFORMATION/HISTORY

There have been no meaningful prior transfers of the property within the past 20 years.

INTENDED USE OF THIS APPRAISAL

This appraisal is to be used as a guide in a possible purchase of the property by the City of Beaufort.

STATEMENT OF OWNERSHIP

The Beaufort County Assessor's office shows the owner of record to be Charlene S. Jackson who resides at 1519 Palmetto Street, Beaufort, SC 29902.

000203

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate market value, as defined, as of June 1, 2005, the date of latest field inspection.

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

BRIEF PROPERTY DESCRIPTION

This property is a typical inside lot in the old Higginsonville Subdivision. It was formerly improved with a residence which had an address of 1905 Lovejoy St. The lot is now vacant and mostly cleared. Zoning is G-C general commercial. The Property Assessor currently carries this parcel at an appraised value of \$21,000. This lot has nominal dimensions of 66' wide by 132' deep and therefore contains 8,712 sq.ft.

000204

HIGHEST AND BEST USE

The question of highest and best use must be dealt with in general terms. The City of Beaufort has identified this site, along with surrounding properties, as the site for a new municipal building and associated parking lots. It is directly across the street from the existing municipal center. They have already acquired several properties, and are actively continuing to acquire all the properties on the north side of Lovejoy between Sycamore Street and Palmetto Street. The City has the power of eminent domain and will acquire these properties regardless of the owners' willingness to sell. The appraiser is led to the conclusion that the highest and best use of this site will be for municipal purposes.

VALUATION METHODOLOGY

The market approach, also known as the sales comparison approach was utilized in the valuation of this vacant parcel. Sales of land in the immediate and general area were researched and analyzed with respect to comparison to the subject. The sales data are summarized in the table on the next page.

000205

Land Sales Comparison Table

Sale No.	Lot Size	Price per sf	Date	Remarks
1	Lot 34 – 120 x 155 Higginsonville	\$3.00	7/2003	Thomas family to City of Beaufort; price \$49,000. Deed 1794/617. Located on north side of Lovejoy
2	Lot 26 – 66 x 132 Higginsonville	\$4.36	5/2003	Daniel Green to City of Beaufort \$38,000. Deed 1794/613. Located on north side of Lovejoy
3	Lot 32 – 132 x 132 Higginsonville	\$2.81	11/2003	Isabelle Thomas Davis to City of Beaufort; adjoins Sale 1 above; price \$49,000. Deed 1872/750. Located on north side of Lovejoy
4	Lot 25 – 66 x 132 Higginsonville	\$1.72	10/2001	Dated sale; investor purchase; price \$15,000. Deed 1481/2572. Vacant lot, back street location
5	Gray prop. 1.4 acres	\$23.82	4/2003	4 parcels acquired by City of Beaufort, 1905-11 Boundary Street. Deeds 1743/1937 and 1743/1939. Survey 1.372 ac. All improved at time of sale
6	Stokes prop 100'x159'	\$12.58	1/2004	1903 Boundary St. acquired by City of Beaufort. Improved at time of sale

000206

Discussion

Land Sales 1 through 4 in the tabulation above represent acquisitions of land by the City of Beaufort made in the 2001-2003 time frame. Some upward adjustment of values for time appear to be warranted. Sales 1 through 3 are all locationally comparable to the subject, being on the north side of Lovejoy in the same block. The best single comparable sale appears to be Sale 2., which is a single lot like the subject which was acquired in 2003 by the City for \$38,000.

Land sales 5 and 6 are presented for reference, but no weight is given to these sales since they front on Boundary Street in proximity to a stoplight intersection, therefore being locationally considerably more valuable.

After due consideration, the appraiser concluded the following value for the subject.

Value Conclusion

Approximately 8,712 sq.ft. of land @ \$4.60 per sq.ft. = \$40,075

Rounded Estimate of Value	\$40,000
----------------------------------	-----------------

EXHIBITS

REAL PROPERTY VIEW SCREEN

OWNER: JACKSON CHARLENE S

1519 PALMETTO STREET

0183

KEY: 00200669

YEAR: 2005

ACCT: R120 001 000 0183 0000

LOC: BF 1905 LOVEJOY ST

MAP: DIST: 120 PCA/PCS: 6601-29

LEGAL: LT 24 HIGGINSONVILLE

*SEE NOTEM RE DEMOL PMT

BEAUFORT

SC 29902 0000

VALUES: ASSESSMENT APPRAISAL

LAND: 21000 21000

BLDG: 21000 21000

FEAT: 21000 21000

MARKET: 21000 21000

AG USE: 21000 21000

INCOME: 21000 21000

MULTI: PARENT:

AREA: C009 CITY: NR

ACRES: 1.0

LOTS: 1.0

BLDGS: 10

ACTIVITY: 2004/10/09

LAST-SALE: 2000/02/11

SALE-AMT: 10

DEED: QC V/I: I

BK/PG: 1260 - 704

RECORD-DTE: 0000/00/00

MORTGAGE: QUAL: A

OWN %: 100

ADJ#: DATE:

BUILDING INFO

TYPE:

YRBLT: EFFYR:

SQ-FT:

EXEMPTS:

SPASMT: SW 4.00

NET TAXES:

PAID-TAX:

SUB: >

YR: >2005<

0.00

Page 1

FUNC: > < DATA : >

MESSAGE:

08:52:49:81 INPUT REQUEST



Print This Page

Today's Date:
May 19, 2005

Beaufort County Assessor's Office



The Beaufort County Assessor's office makes every effort to produce the most accurate information possible.

No warranties, expressed or implied are provided for the data herein, its use or interpretation. All data is subject to change.

Key #	200669	PCA	6601
PID #	R120 001 000 0183 0000	PCS	29
Owner Name	JACKSON CHARLENE S		
Owner Name/Address 1	1519 PALMETTO STREET		
Owner Address 2			
Owner City, State, Zip	BEAUFORT, SC , 29902		
Location Address	1905 LOVEJOY ST		
Legal	LT 24 HIGGINSONVILLE		

HISTORICAL ASSESSMENT INFORMATION

YEAR	LAND	BUILDING	Features	ASSESSED	TAXES	PAYMENT
1998	\$12,000	\$1,700	\$0	\$822	\$180.43	\$180.43
1996	\$4,500	\$12,200	\$0	\$1,002	\$282.35	\$282.35
1997	\$4,500	\$12,200	\$0	\$1,002	\$283.46	\$283.46
1999	\$12,000	\$1,700	\$0	\$822	\$193.67	\$193.67
2000	\$12,000	\$1,700	\$0	\$822	\$202.45	\$202.45
2001	\$12,000	\$1,700	\$0	\$822	\$241.25	\$241.25
2002	\$12,000	\$1,700	\$0	\$822	\$255.88	\$255.88
2003	\$12,000	\$1,700	\$0	\$822	\$224.13	\$224.13
2004	\$21,000	\$0	\$0	\$1,260	\$254.24	\$254.24

Exemptions

Year:	Amount:
1998	\$7,160.00

SALES INFORMATION

#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	Vacant/ Improved	SALE PRICE
1	79	304	19800101	GW	U	I	0
1	1260	704	20000211	QC	A	I	10

LAND DATA

Year	2005
NEIGHBORHOOD CODE	C009
ACRES	0.00
Agriculture Use	0

**NO BUILDING CHARACTERISTICS ARE AVAILABLE
FOR THIS RECORD**

Beaufort County GIS Data

Map created with ArcIMS - Copyright (C) 1992-2005 ESRI Inc.

Layers

Visible Active

- ☒ ☐ Address Numbers
- ☒ ☐ Address Points
- ☒ ☐ Road Names
- ☒ ☐ Roads
- ☐ ☐ 2002 Ortho Photo
- ☒ ☒ Parcels
- ☐ ☐ Reference Labels
- ☒ ☐ River Names
- ☒ ☐ Water
- ☐ ☐ Flood Data
- ☒ ☐ Geographic Areas

Refresh Map

Zoom Out

6830

704

This instrument was prepared by the law firm of
Davis, Tupper & Grimsley
611 Bay Street
Beaufort, SC 29902
843/524-1116

DMP R120-001-000-0181-0000
DMP R120-001-000-0100-0000

-----AREA ABOVE THIS LINE RESERVED FOR RECORDING-----

STATE OF SOUTH CAROLINA)
) QUIT CLAIM DEED
COUNTY OF BEAUFORT)

WHEREAS, Albert Jackson, a/k/a Albert L. Jackson, died
intestate on the 2nd day of July, 1989, having been survived by his
wife, Charlene S. Jackson, and two children, Valerie Jackson and
Albert Lenzy Jackson, Jr.; and

WHEREAS, Valerie Jackson and Albert Lenzy Jackson, Jr., desire
to convey their interest in the property described herein to their
mother, Charlene S. Jackson;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT WE,
VALERIE JACKSON AND ALBERT LENZY JACKSON, JR., in the State
aforesaid, for and in consideration of the sum of TEN AND NO/100
DOLLARS, and love and affection that we bear for our mother, the
Grantee herein, to us in hand paid at and before the sealing of
these presents by CHARLENE S. JACKSON, 1519 Palmetto Street,
Beaufort, South Carolina 29902, in the State aforesaid, for which
the receipt whereof is hereby acknowledged, have remise, released
and forever quit-claimed, and by these presents do remise, release
and forever quit-claim unto the said CHARLENE S. JACKSON, Her Heirs

"Supp. 705"

000213

and Assigns forever, all our right title and interest in and to the following described real property, to-wit:

PARCEL 1

ALL that certain piece, parcel or lot of land, situate, lying and being in the Village of Higgonville, City of Beaufort, County of Beaufort, State of South Carolina, and more particularly bounded and described as follows: Fronting South on Front Street and bounded West by lot now or formerly of Williams Jones; East on remaining portions of land reserved and extending North to the fence of Nancy Campbell; and measuring on its northern and southern lines sixty (60) feet and on its eastern and western lines _____ feet, more or less.

This being the same property conveyed to Albert Jackson and Charlene Jackson by deed of Anne Singleton, Henry Singleton, Dorothy S. Patterson, Hubert Singleton, Gertrude S. Davis, Kenneth Singleton and Ardelle D. Ratchford, sole heirs of Louisa B. Hall who died in June, 1953, said deed being dated October 20, 1954, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 79 at Page 304.

TAX REF: R120-001-000-0183-0000

PARCEL 2

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, designated as Lot 15 and 17 on a plat of Higginsonville recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 12 at Page 1, which lots adjoin each other and form one large lot, bounded on the North by O'Connell Street on which it measures 132 feet; on the East by Lot 13 on which it measures 132 feet; on the South by Lots 16 and 18 on which it measures 132 feet; and on the West by Palmetto Street on which it measures 132 feet.

This being the same property conveyed to Albert L. Jackson and Charlene S. Jackson by deed of Elizabeth C. Waterhouse, Marguerite Crofut, Georgia Crofut and James A. Crofut dated February 9, 1968, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 151 at Page 204.

TAX REF: R120-001-000-0100-0000

This deed was prepared without benefit of title examination.

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 CHARLENE S. JACKSON, Her Heirs and Assigns, forever - so that neither we the said VALERIE JACKSON AND ALBERT LENZY JACKSON, JR., nor our heirs, nor any other person or persons, claiming under us or them, shall at any time hereafter, by any ways or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS our Hands and Seals this 11th day of February, 2000.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary S. Jarvis
Mary L. Patch

Valerie Jackson
VALERIE JACKSON
Albert Lenzy Jackson, Jr.
ALBERT LENZY JACKSON, JR.

707

STATE OF SOUTH CAROLINA

)

PROBATE

COUNTY OF BEAUFORT

)

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Valerie Jackson and Albert Lenzy Jackson, Jr., sign, seal and as their act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this 11th day of February, 2000.

Mary E. Gatch
Notary Public for South Carolina
My Commission Expires: 8-10-03

Mary S. Jones

000216



Parcel 0183 Frontal View



Street scene - Lovejoy Street

SUBDIVISION

State of said consideration of the sum of One hundred & twenty Dollars to
is hereby paid at before the sailing of these presents by John B. Haskell
the State of said (the receipt whereof is hereby acknowledged) have granted &
granted said release of these presents do grant bargain sell release
the said John B. Haskell his heirs assigns forever All the lands
summed parcels of land situated lying being on the Island of Port Royal
in the County of Beaufort in the State of said Georgia particularly described as follows
to wit: All those lots of land forming a part of the Village of Higginsonville
near the Town of Beaufort in said Beaufort County according to a plan of said
Village made by the United States District Exp. Commissioner for the District of
South Carolina said lot being designated on said plan (a diminished copy of which
is hereto annexed) as Lots numbers 13, 15 & 17 on the South side of
12, 14 & 16 on the North side of Safford Street Numbers 2 & 6 on the North side
Numbers 11 & 13 on the South side of Morris Street And numbers 11, 13, 15
23, 25, 27, 29, 31, 33 & 35 on the South side of numbers 20, 22, 24 & 26 on the
side of O'Connell Street in all these six (26) lots, each lot measuring to
South one hundred & thirty two feet Each & each side six feet more or
according to the United States Survey. The entire Village of Higginsonville is
North of which was formerly a part of the same tract or plantation now owned by
Reed Hunter Jenkins & others East of the United States National Cemetery
of which was formerly known as the Shell Road leading to Port Royal Ferry
& numbers separating it from lands formerly of Campbell & others with all the
the highest manes, houses, & appurtenances to the said premises belonging as in any one
claim or affecting the same & do Hereto all & singular the said premises by
mentioned unto the said John B. Haskell his heirs assigns forever

[illegible]

COURT'S
EXHIBIT NO. 13
IDENTIFICATION/EVIDENCE
DKT.# _____
DATE: _____

and Assigns forever, all our right title and interest in and to the following described real property, to-wit:

PARCEL 1

ALL that certain piece, parcel or lot of land, situate, lying and being in the Village of Higgonville, City of Beaufort, County of Beaufort, State of South Carolina, and more particularly bounded and described as follows: Fronting South on Front Street and bounded West by lot now or formerly of Williams Jones; East on remaining portions of land reserved and extending North to the fence of Nancy Campbell; and measuring on its northern and southern lines sixty (60) feet and on its eastern and western lines _____ feet, more or less.

This being the same property conveyed to Albert Jackson and Charlene Jackson by deed of Anne Singleton, Henry Singleton, Dorothy S. Patterson, Hubert Singleton, Gertrude S. Davis, Kenneth Singleton and Ardelle D. Ratchford, sole heirs of Louisa B. Hall who died in June, 1953, said deed being dated October 20, 1954, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 79 at Page 304.

TAX REF: R120-001-000-0183-0000 ²_R

PARCEL 2

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, designated as Lot 15 and 17 on a plat of Higginsonville recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 12 at Page 1, which lots adjoin each other and form one large lot, bounded on the North by O'Connell Street on which it measures 132 feet; on the East by Lot 13 on which it measures 132 feet; on the South by Lots 16 and 18 on which it measures 132 feet; and on the West by Palmetto Street on which it measures 132 feet.

This being the same property conveyed to Albert L. Jackson and Charlene S. Jackson by deed of Elizabeth C. Waterhouse, Marguerite Crofut, Georgia Crofut and James A. Crofut dated February 9, 1968, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 151 at Page 204.

TAX REF: R120-001-000-0100-0000 ²_R

This deed was prepared without benefit of title examination.

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 CHARLENE S. JACKSON, Her Heirs and Assigns, forever - so that neither we the said VALERIE JACKSON AND ALBERT LENZY JACKSON, JR., nor our heirs, nor any other person or persons, claiming under us or them, shall at any time hereafter, by any ways or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS our Hands and Seals this 11th day of February, 2000.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary S. Lewis
Mary E. Hatch

Valerie Jackson
VALERIE JACKSON
Albert Lenzy Jackson, Jr.
ALBERT LENZY JACKSON, JR.

2/NCB
COUNTY OF BEAUFORT)
STATE OF SOUTH CAROLINA)

RELEASE OF
DEMOLITION LIEN

WHEREAS, on April 1, 2002, the City of Beaufort recorded a Demolition Lien on the property owned by Charlene S. Jackson in Deed Book 00004 at Page 2550 in the Office of the Register of Deeds; and,

WHEREAS, the property owners have repaid to the City the lien amount at issue; and,

WHEREAS, the City of Beaufort now wishes to release the Demolition Lien of record on the property more fully described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the Village of Higginsonville, City of Beaufort, County of Beaufort, State of South Carolina, and more particularly bounded and described as follows: Fronting South on Front Street and bounded West by lot now or formerly of Williams Jones; East on remaining portions of land reserved and extending North to the fence of Nancy Campbell; and measuring on its northern and southern lines sixty (60) feet and on its easter and western lines ___ feet, more or less.

The derivation of this information can be found in the office of the Beaufort County RMC in Deed Book 1260 at Page 704.

Property referenced shown on the Beaufort County Tax Maps as District R120, Map 1, Parcel 0183

NOW, THEREFORE, pursuant to the authority granted by the statutes and ordinances, the City of Beaufort, South Carolina, does hereby satisfy and release the Demolition Lien of record, recorded in Book 00004 at Page 2550.

Witness its hand and seal this 12th day of July 2005

Signed, Sealed and Delivered }

in Presence of }

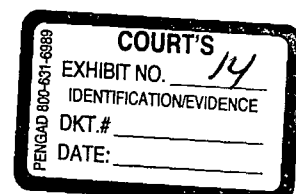
CITY OF BEAUFORT (Seal)

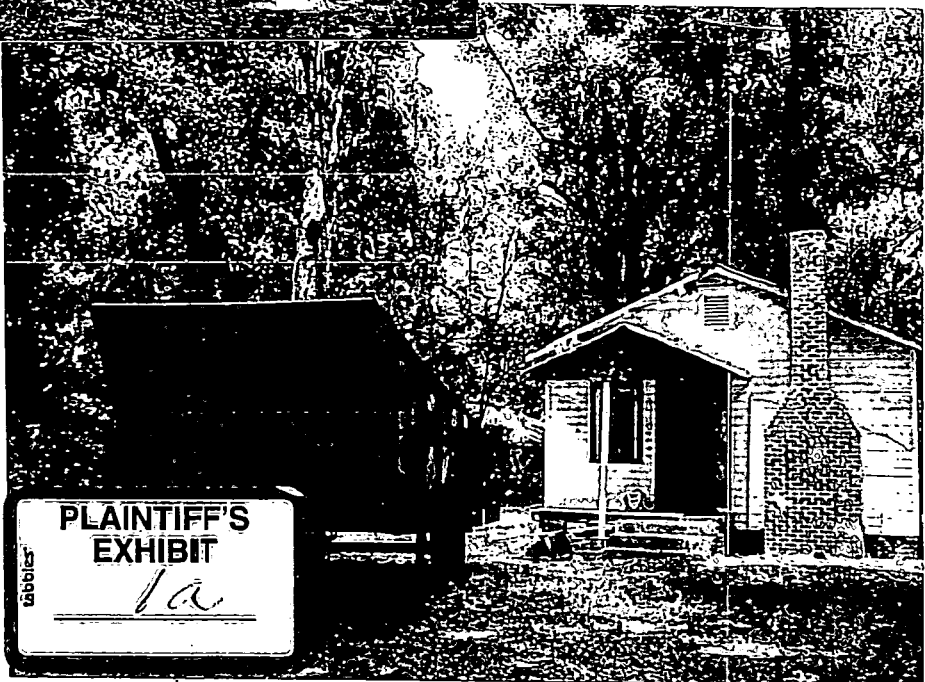
J. Burgess
Witness
[Signature]
Witness

By [Signature]
City Manager

[Signature]
City Clerk

BEAUFORT COUNTY SC- ROD
BK 00021 PGS 0254-0255
DATE: 07/13/2005 09:24:02 AM
INST # 2005055760 RCPT# 344980





000225

PENGAD 800-631-6089	COURT'S
	EXHIBIT NO. <u>15</u>
	IDENTIFICATION/EVIDENCE
	DKT.# _____
DATE: _____	

The State of South Carolina,

County of Beaufort

PERSONALLY appeared before me Ivette Burgess

who, on oath, says that she saw the within named CITY OF BEAUFORT

by John F. McDonough, its

City Manager, sign the within Release of Demolition Lien, and Beverly Gay, its

City Clerk, attest the same, and the said CITY OF BEAUFORT, by said officers, seal

said Release of Demolition Lien, and, as its act and deed, deliver the same, and that she with

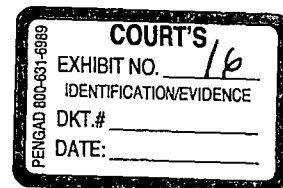
Matt Horn witnessed the execution thereof.

I Burgess
(Witness)

SWORN to before me, this 12th day of July A. D. 2005

Gail H. Weickhardt (Seal)
Gail H. Weickhardt, Notary Public, S.C.

My Commission Expires: April 20, 2008





Beaufort County, South Carolina

generated on 6/6/2011 3:38:54 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R120 001 000 0183 0000	00200669	1905 LOVEJOY ST, City of Beaufort	6/4/2011

↙ Current Parcel Information ↘

Owner	JACKSON CHARLENE S	Property Class Code	CommVac
Owner Address	1519 PALMETTO STREET BEAUFORT SC 29902	Acreage	.0000
Legal Description	LT 24 HIGGINSONVILLE *SEE NOTEM RE DEMOL PMT		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2010	\$146,618		\$146,618	\$451.12	\$0.00
2009	\$146,618		\$146,618	\$321.64	\$321.64
2008	\$21,000		\$21,000	\$297.28	\$297.28
2007	\$21,000		\$21,000	\$287.45	\$287.45
2006	\$21,000		\$21,000	\$266.15	\$381.07
2005	\$21,000		\$21,000	\$255.19	\$280.71
2004	\$21,000		\$21,000	\$254.24	\$254.24
2003	\$12,000	\$1,700	\$13,700	\$224.13	\$224.13
2002				\$255.88	\$255.88
2001				\$241.25	\$265.38

Sales Disclosure

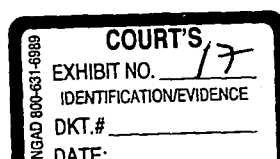
Grantor	Book & Page	Date	Deed	Vacant	Sale Price
JACKSON ALBERT CHARLINE	1260 704	2/11/2000	QC		\$10
JACKSON ALBERT CHARLINE	79 304	1/1/1980	Fu		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value
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000227



Beaufort County, South Carolina

generated on 6/6/2011 3:37:27 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R120 001 000 0182 0000	00200650	1907 LOVEJOY ST, City of Beaufort	6/4/2011

Current Parcel Information

Owner	CITY OF BEAUFORT	Property Class Code	CommVac
Owner Address	PO DRAWER 1167 BEAUFORT SC 29901	Acreage	.0000
Legal Description	LT 26 HIGGINSONVILLE		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2010	\$146,882		\$146,882	\$1.17	\$1.17
2009	\$146,882		\$146,882	\$0.80	\$0.80
2008	\$21,000		\$21,000	\$0.80	\$0.80
2007	\$21,000		\$21,000	\$0.80	\$0.80
2006	\$21,000		\$21,000	\$0.80	\$0.80
2005	\$21,000		\$21,000	\$0.80	\$0.80
2004	\$21,000		\$21,000	\$16.03	\$16.03
2002				\$503.26	\$503.26
2001				\$180.27	\$180.27

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
JONES WILLIAM HRS OF % DANIEL GRE	1794 613	5/22/2003	Fu		\$38,000
		12/31/1776	Or		\$0
UNKNOWN OWNER 00200650		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value
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000228

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I (WE) HEREBY ADOPT THIS PLAT WITH MY (OUR) FREE CONSENT, AND DEDICATE ALL ITEMS A SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

DATE: _____ PROPERTY OWNER

DATE: _____ PROPERTY OWNER

REFERENCES:

LOT	OWNER	PID #	REFERENCE
35	CMD INVESTMENTS, INC.	R120 001 000 0162 0000	DB 616 PG 1494
33	BFT PORT ROYAL HOUSING AUTH.	R120 001 000 0163 0000	DB 194 PG 347
31	BFT PORT ROYAL HOUSING AUTH.	R120 001 000 0163 0000	DB 194 PG 352
29	BFT PORT ROYAL HOUSING AUTH.	R120 001 000 0163 0000	DB 194 PG 358
27	BFT PORT ROYAL HOUSING AUTH.	R120 001 000 0163 0000	DB 194 PG 360
25	CITY OF BEAUFORT	R120 001 000 0167 0000	DB 1481 PG 2572
23	BFT PORT ROYAL HOUSING	R120 001 000 0168 0000	DB 194 PG 323
21	N/F RACHEL SINGLETON	R120 001 000 0169 0000	-
19	RACHEL SINGLETON	R120 001 000 0170 0000	DB 424 PG 1347
20	RACHEL SINGLETON	R120 001 000 0170 0000	DB 424 PG 1347
22	RACHEL SINGLETON	R120 001 000 0170 0000	DB 424 PG 1347
24	N/F CHARLENE S. JACKSON	R120 001 000 0183 0000	-
26	CITY OF BEAUFORT	R120 001 000 0182 0000	DB 1794 PG 613
28	BFT PORT ROYAL HOUSING AUTH.	R120 001 000 0181 0000	DB 194 PG 367
30	BFT PORT ROYAL HOUSING AUTH.	R120 001 000 0180 0000	DB 194 PG 363
32	CITY OF BEAUFORT	R120 001 000 0179 0000	DB 1872 PG 750
34	CITY OF BEAUFORT	R120 001 000 0178 0000	DB 1794 PG 617
36	CDM INVESTMENTS, INC.	R120 001 000 0162 0000	DB 616 PG 1494

NOTES:

- THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- BOUNDARY DETERMINED FROM LISTED REFERENCES ONLY. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS OFFICE.
- THIS AREA IS LOCATED IN FLOOD ZONES C AND A8 AS DETERMINED BY F.E.M.A. F.I.R.M. 450025 0005 D LAST REVISED SEPTEMBER 29, 1986. (EXCEPT AS NOTED)
- ALL BEARINGS ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD83 (1986). ALL DISTANCES SHOWN ARE HORIZONTAL DISTANCES, NOT GRID DISTANCES.
- THE PRESENCE OR ABSENCE OF WETLANDS OR COASTAL CRITICAL AREA HAS NOT BEEN DETERMINED AT THE TIME OF THIS SURVEY.
- THIS IS NOT A TRUE VALID COPY OF THIS DOCUMENT UNLESS BEARING AN ORIGINAL SIGNATURE AND A RAISED SEAL OF THE SURVEYOR. ANY DUPLICATION OF THIS PLAT WITHOUT THE WRITTEN CONSENT OF THE CITY OF BEAUFORT OR HOBBS, UPCHURCH & ASSOC. IS A VIOLATION OF COPYRIGHT LAWS AND IS STRICTLY PROHIBITED.

LEGEND

- IRN IRON ROD NEW
- ⊙ IRO IRON ROD OLD
- ⊙ IPO IRON PIPE OLD
- CMO CONCRETE MONUMENT OLD
- UTILITY/LOT EASEMENT
- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINE
- ABANDONED PROPERTY LINE

CERTIFICATE OF SURVEYOR

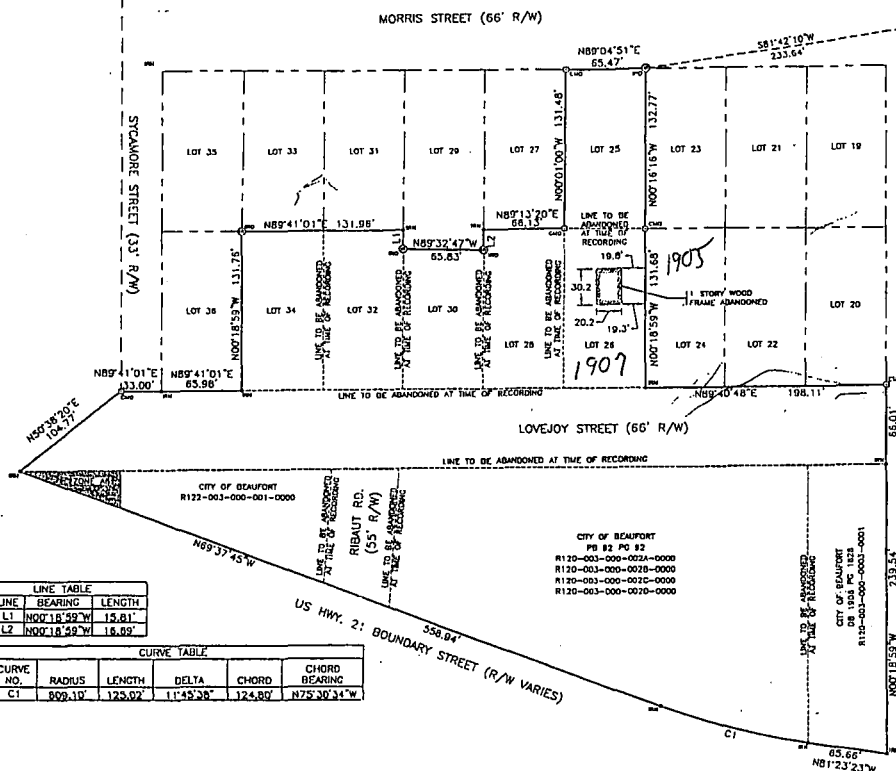
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.



AARON F. LEACH PLS NO. 20191

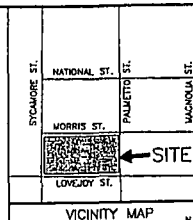
DATE: _____

HOBBS, UPCHURCH & ASSOCIATES, P.A.
COASTAL ENGINEERS AND SURVEYORS
BEAUFORT, SC



LINE	BEARING	LENGTH
L1	N00°18'49"W	15.81'
L2	N00°18'29"W	18.02'

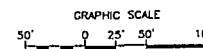
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	509.10'	125.02'	1°45'28"	124.80'	N75°30'34"W



COURT'S
EXHIBIT NO. 18
IDENTIFICATION EVIDENCE
DKT.# _____
DATE: _____

BOUNDARY SURVEY
OF
AN 4.32 ACRE TRACT
FOR
CITY OF BEAUFORT

BEAUFORT COUNTY SOUTH CAROLINA
AUGUST, 2006 SCALE 1" = 50'



0002000

SUMMARY APPRAISAL REPORT OF
THE PROPERTY LOCATED AT

LOT 26, LOVEJOY ST

BEAUFORT, SC 29902

as of

10/18/02,

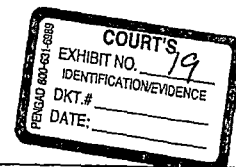
for

CITY OF BEAUFORT
PO DRAWER 1167
BEAUFORT, SC
29901

by

BUNDY APPRAISAL & MANAGEMENT

P O BOX 1225, 1204 BOUNDARY ST
BEAUFORT, SC 29901



BUNDY APPRAISAL & MANAGEMENT
P O BOX 1225, 1204 BOUNDARY ST
BEAUFORT, SC 29901
843-524-2207

October 21, 2002

CITY OF BEAUFORT
PO DRAWER 1167
BEAUFORT, SC
29901

Property - LOT 26, LOVEJOY ST
BEAUFORT, SC 29902
Borrower - CITY OF BEAUFORT
File No. - 202306
Case No. -

Dear MR JONES:

In accordance with your request, I have personally inspected, made a Limited Appraisal Analysis, and prepared a Summary Appraisal Report of the real property located at LOT 26, LOVEJOY ST., BEAUFORT, SC.

The purpose of the Summary Appraisal Report is to estimate the market value of the property described in the body of this report.

Enclosed, please find the Summary Appraisal Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 10/18/02, is :

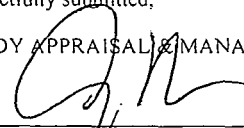
\$38,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

BUNDY APPRAISAL & MANAGEMENT

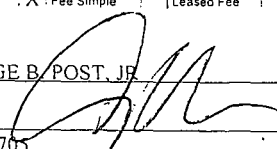


GEORGE B. POST, JR
SC Certification #CR705

000231

Limited Appraisal Analysis - Summary Appraisal Report

File No. 202306

BORROWER/SUBJECT PROPERTY INFORMATION									
Borrower <u>CITY OF BEAUFORT</u>					Census Tract <u>0006.00</u>		Map Reference <u>120-1-182</u>		
Property Address <u>LOT 26, LOVEJOY ST</u>					Check One: ☒ SF ☐ PUD ☐ Condo ☐ 2-4 Units		State <u>SC</u> Zip Code <u>29902</u>		
City <u>BEAUFORT</u> County <u>BEAUFORT</u>					Term <u>N/A</u> Months		Owner's Estimate of Value \$ <u>N/A</u>		
No. of Rooms <u>3</u>		No. of Bedrooms <u>1</u>		No. of Baths <u>1</u>		Family Room or Den ☐ Yes ☒ No		Gross Living Area <u>600</u> Sq. Ft.	
No. of Res. <u>N/A</u>		Loan Amount Requested \$ <u>N/A</u>		Term <u>N/A</u> Months		Garage/Carport (Specify Type & Number) <u>NONE</u>		Porches, Patio or Pool (Specify) <u>OP</u>	
								Central Air ☐ Yes ☒ No	
FIELD REPORT									
NEIGHBORHOOD Location: ☒ Urban ☐ Suburban ☐ Rural Soil: ☒ Over 75% ☐ 25% to 75% ☐ Under 25% Growth Rate: ☐ Fully Dev. ☒ Rapid ☐ Steady ☐ Slow Property Values: ☐ Increasing ☒ Stable ☐ Declining Demand/Supply: ☐ Shortage ☒ In Balance ☐ Oversupply Marketing Time: ☐ Under 3 Months ☒ 4-6 Months ☐ Over 6 Months Present Land Use: <u>80</u> % 1 Family <u>5</u> % 2-4 Family <u> </u> % Apts. <u>10</u> % Condo <u> </u> % Commercial <u> </u> % Industrial <u> </u> % Vacant <u> </u> % Change in Present Land Use: ☒ Not Likely ☐ Likely ☐ Taking Place From <u> </u> To <u> </u> Dominant Occupancy: ☒ Owner ☐ Tenant ☐ % Vacant Single Family Price Range \$ <u>30,000</u> To \$ <u>250,000</u> Predominant Value \$ <u>75,000</u> Single Family Age <u>5</u> Years To <u>50</u> Years Predominant Age <u>25</u> Yrs. Note: Freddie Mac does not consider race or the racial composition of the neighborhood to be reliable appraisal factors. Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) <u>HIGGINSONVILLE IS A SECTION OF</u> <u>IGEON POINT, HOME TO SEVERAL POSTWAR SUBDIVISIONS, WITHIN THE CITY OF BEAUFORT.</u> <u>AVORABLE FACTORS INCLUDE ITS PROXIMITY TO SCHOOLS, SHOPPING AND EMPLOYMENT CENTERS.</u> <u>CROSS THE STREET IS A COMMERCIAL STRIP.</u> Property Compatibility: Good Avg. Fair Poor General Appearance of Properties: ☐ ☐ ☒ ☐ Appeal: ☐ ☐ ☒ ☐									
SUBJECT PROPERTY Approximate Year Built <u>1950</u> No. Units <u>1</u> No. Stories <u>1</u> Type (detached, duplex, semi-det etc.) <u>DETACHED</u> Design (rambler, split level, etc.) <u>RAMBLER</u> Exterior Walls Material <u>WD SIDING</u> Roof Material <u>ASPH SHGL</u> Is property located in a HUD-identified Special Flood Hazard Area? ☒ No ☐ Yes Special Energy Efficient Items <u>NONE</u>									
Comments (favorable or unfavorable including any deferred maintenance) <u>THE PROPERTY SUFFERS PHYSICAL DEPRECIATION IN THE FORM</u> <u>F NORMAL WEAR AND TEAR AND DEFERRED MAINTENANCE. *** See Additional Comments ***</u>									
SALES COMPARISON ANALYSIS									
ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3			
Address	<u>LOT 26, LOVEJOY ST</u>	<u>1107 WOODWARD ST</u>		<u>1114 LAFAYETTE ST</u>		<u>164 WILLIAMS ST</u>			
Proximity to Subject	<u>BEAUFORT</u>	<u>BEAUFORT</u>		<u>BEAUFORT</u>		<u>BEAUFORT</u>			
	<u> </u>	<u>WITHIN 1 MILE</u>		<u>WITHIN 1 MILE</u>		<u>WITHIN 1 MILE</u>			
Sales Price	\$ <u>N/A</u>	\$ <u>64,000</u>		\$ <u>55,000</u>		\$ <u>55,000</u>			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment		
Date of Sale/Time	<u>10/18/02</u>	<u>02/08/2002</u>		<u>11/08/2001</u>		<u>11/15/2001</u>			
Location	<u>URBAN</u>	<u>URBAN</u>	<u>-7,500</u>	<u>URBAN</u>	<u>-5,000</u>	<u>URBAN</u>	<u>-5,000</u>		
View	<u>0.20 ACRES +/-</u>	<u>0.13+-ACRE</u>		<u>0.17 ACRES +/-</u>		<u>0.20 ACRES +/-</u>			
Exposure	<u>A50/E20</u>	<u>A50/E10</u>	<u>-5,000</u>	<u>A50/E10</u>	<u>-5,000</u>	<u>A50/E10</u>	<u>-5,000</u>		
Condition	<u>FAIR</u>	<u>SUPERIOR</u>	<u>-5,000</u>	<u>SUPERIOR</u>	<u>-5,000</u>	<u>SUPERIOR</u>	<u>-5,000</u>		
Overall Grade	Total: Bdrms. Baths	Total: Bdrms. Baths		Total: Bdrms. Baths		Total: Bdrms. Baths			
Room Count	<u>3 1 1</u>	<u>4 2 1</u>		<u>4 2 1</u>		<u>4 2 1</u>			
Gross Living Area	<u>600</u> Sq. Ft.	<u>805</u> Sq. Ft.	<u>-6,150</u>	<u>690</u> Sq. Ft.		<u>675</u> Sq. Ft.			
Heating/Cooling	<u>NONE</u>	<u>HEAT PUMP</u>	<u>-2,000</u>	<u>FWA/WDWS</u>	<u>-2,000</u>	<u>FWA/WDWS</u>	<u>-2,000</u>		
Garage/Carport	<u>NONE</u>	<u>NONE</u>		<u>NONE</u>		<u>NONE</u>			
Porches, Patio, etc.	<u>OP</u>	<u>STOOP</u>		<u>STOOP</u>		<u>STOOP</u>			
Special Energy Efficient Items	<u>NONE</u>	<u>NONE</u>		<u>NONE</u>		<u>NONE</u>			
Renovations (e.g. kitchen, etc., remodeling)	<u>R&H</u>	<u>R&H</u>		<u>R&H</u>		<u>R&H</u>			
Adj. (total)		<u>+ X -</u>	<u>\$ -25,650</u>	<u>+ X -</u>	<u>\$ -17,000</u>	<u>+ X -</u>	<u>\$ -17,000</u>		
Indicated Value Subject		Gross <u>40.1%</u>		Gross <u>30.9%</u>		Gross <u>30.9%</u>			
		Net <u>-40.1%</u>	<u>\$ 38,350</u>	Net <u>-30.9%</u>	<u>\$ 38,000</u>	Net <u>-30.9%</u>	<u>\$ 38,000</u>		
General Comments <u>THIS APPRAISAL WAS COMPLETED WITH AN EXTERIOR INSPECTION AND COURTHOUSE</u> <u>RECORDS. INTERIOR ACCESS WAS NOT AVAILABLE.</u>									
Property Rights Appraised: ☒ Fee Simple ☐ Leased Fee ☐ Leasehold									
Estimated Market Values <u>38,000</u> as of <u>10/18/02</u>									
Completed By <u>GEORGE B. POST, JR.</u>				Title <u>APPRAISER</u>					
Signature 				Date <u>October 21</u> , 2002					
License/Certification # <u>CR705</u>				Expiration Date <u>06/30/02</u>					

ADDITIONAL COMMENTS

Borrower or Owner CITY OF BEAUFORT				
Property Address LOT 26, LOVEJOY ST				
City	BEAUFORT	County	BEAUFORT	State SC Zip Code 29902
Lender or Client CITY OF BEAUFORT				

COMMENTS ON SUBJECT PROPERTY
FUNCTIONALLY, WATER AND ELECTRICITY APPEAR TO HAVE BEEN TURNED OFF. EXTERNALLY, IT FACES THE REAR OF SEVERAL COMMERCIAL BUILDINGS. THE PROPERTY IS ZONED GENERAL COMMERCIAL.

MARKET DATA ANALYSIS
WHEN PAIRED SALES DATA IS AVAILABLE, IT IS USED IN COMPARABLE ADJUSTMENTS. WHEN NOT AVAILABLE, COST AND MARKET KNOWLEDGE IS USED IN COMPARABLE ADJUSTMENTS. SINCE NOT EVERY SUBJECT CAN BE COMPARED TO IDEAL COMPARABLE SALES, THE APPRAISER HAS CHOSEN THE BEST AVAILABLE SALES FROM A MARKET SEARCH. EVERY EFFORT HAS BEEN MADE TO CONFORM WITH WITH FNMA GUIDELINES AND IN MOST CASES A STRICTER INTERPRETATION HAS BEEN USED.

COMPARABLE NUMBER ONE REQUIRED MINUS ADJUSTMENTS FOR THE DIFFERENCE IN LOCATION, AGE, CONDITION, LIVING AREA AND HVAC SYSTEMS.

COMPARABLE NUMBER TWO REQUIRED MINUS ADJUSTMENTS FOR THE DIFFERENCE IN LOCATION, AGE, CONDITION AND HVAC SYSTEMS.

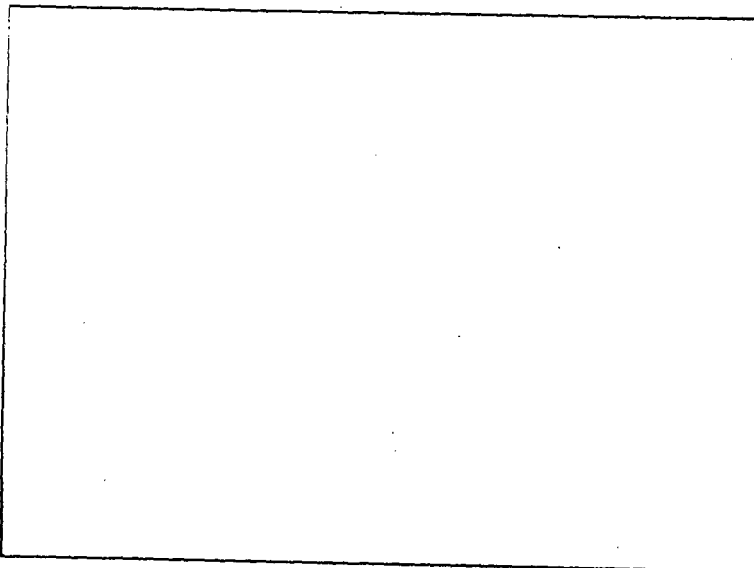
COMPARABLE NUMBER THREE REQUIRED MINUS ADJUSTMENTS FOR THE DIFFERENCE IN LOCATION, AGE, CONDITION AND HVAC SYSTEMS.

PHOTOGRAPH ADDENDUM

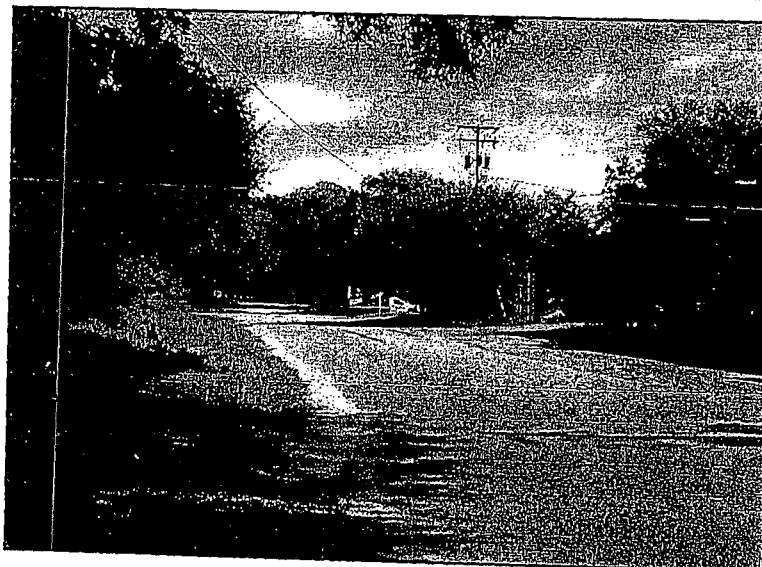
Owner or Owner CITY OF BEAUFORT
Property Address LOT 26, LOVEJOY ST
City BEAUFORT County BEAUFORT State SC Zip Code 29902
Order or Client CITY OF BEAUFORT



FRONT VIEW OF
SUBJECT PROPERTY

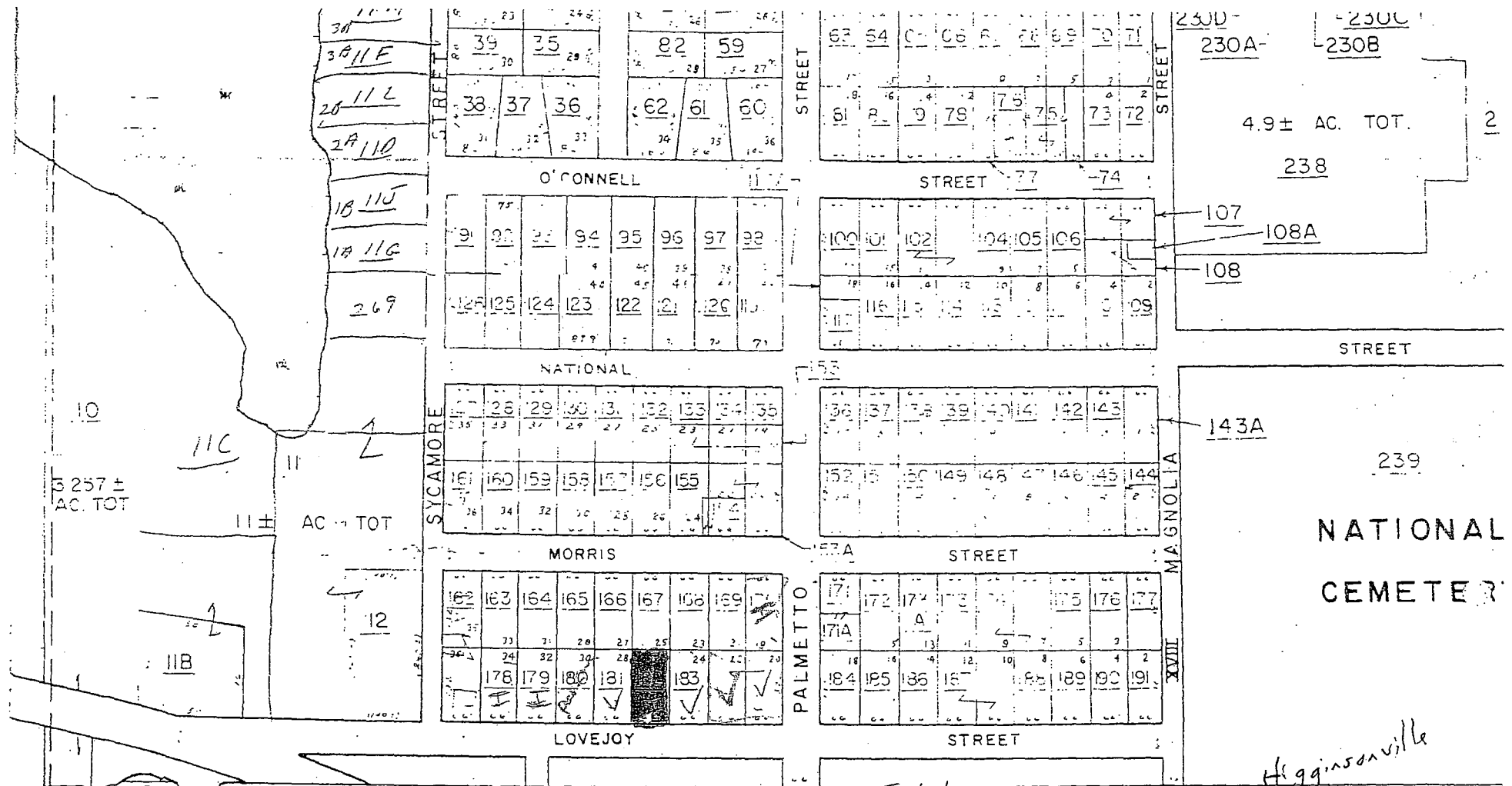


REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

000236



See Sheet 3

167 - Mariah Tankley
 181 - Benford - Port Royal Housing
 183 - Albert & Charline Jackson

Higginsonville
~~Higginsonville~~

BEAUFORT COUNTY. SOUTH CAROL

ENVIRONMENTAL ADDENDUM

File No. 202306

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

Borrower/Client CITY OF BEAUFORTAddress LOT 26, LOVEJOY STCity BEAUFORTCounty BEAUFORTState SCZip Code 29902Lender CITY OF BEAUFORT* Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquires about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. The appraiser is not an expert environmental inspector and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

- ☒ Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- ☐ Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.
- ☒ Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- ☒ The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.

Comments _____

SANITARY WASTE DISPOSAL

- ☒ Sanitary Waste is removed from the property by a municipal sewer system.
- ☐ Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- ☒ The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.

Comments _____

SOIL CONTAMINANTS

- ☒ There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- ☒ The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.

Comments _____

ASBESTOS

- ☒ All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.
- ☐ The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous Asbestos material on the property.

Comments _____

PCBs (POLYCHLORINATED BIPHENYLS)

- ☒ There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
- ☒ There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.

Comments _____

RADON

- ☒ The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- ☒ The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- ☒ The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- ☒ The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.

Comments _____

ENVIRONMENTAL ADDENDUM (cont.)

File No. 202306

USTs (UNDERGROUND STORAGE TANKS)

- ☒ There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
- ☒ There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- ☒ The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.

Comments _____

NEARBY HAZARDOUS WASTE SITES

- ☒ There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
- ☒ The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.

Comments _____

UREA FORMALDEHYDE (UFFI) INSULATION

- ☒ All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
- The improvements were constructed after 1982. No apparent UREA formaldehyde materials were observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

Comments _____

LEAD PAINT

- ☒ All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.
- The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).
- ☒ The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.

Comments _____

AIR POLLUTION

- ☒ There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.
- ☒ The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.

Comments _____

WETLANDS/FLOOD PLAINS

- ☒ The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.
- ☒ The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).

Comments _____

MISCELLANEOUS ENVIRONMENTAL HAZARDS

- ☒ There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
- Excess Noise _____
- Radiation + Electromagnetic Radiation _____
- Light Pollution _____
- Waste Heat _____
- Acid Mine Drainage _____
- Agricultural Pollution _____
- Geological Hazards _____
- Nearby Hazardous Property _____
- Infectious Medical Wastes _____
- Pesticides _____
- Others (Chemical Storage + Storage Drums, Pipelines, etc.) _____
- ☒ The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

PURPOSE AND USE OF LIMITED APPRAISAL

The purpose of this limited appraisal is to estimate market value by performing an evaluation of real property collateral for use in a proposed underwriting. This limited appraisal is for the use of the party to whom it is addressed and any further use or dissemination without consent of the appraiser and addressee is prohibited.

DEFINITION OF MARKET VALUE

Market value, as referenced in OCC Rule 12 CFR 34.42(f):

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

DESCRIPTION OF LIMITED VALUATION PROCESS

In performing this preliminary value analysis, the valuation process consisted of: (1) Reviewing assessment/public records and comparable database listing information for the subject; (2) Conducting an inspection for the subject and its environs; (3) Analyzing sales of regional residential real estate; (4) arriving at a value conclusion; (5) Writing this report.

Departures from specific appraisal guidelines included: SR 1-3 because the appraiser has presumed, for the purpose of the limited appraisal, that the existing use of the subject property is the highest and best use; SR 1-4 because only a sales comparison analysis of value was employed in this limited appraisal since it is the primary valuation method for residential dwelling similar to the subject. Any additional uses of the departure provision are specifically stated in the attached appraisal report or its' attachments.

SALES HISTORY

According to the data utilized in preparing the report, the property: ☒ has ☐ has not transferred within the past 12 months.

LEVEL OF RELIABILITY

The use of the departure provision to allow a limited appraisal with a single approach to value reduces the level of reliability of this report.

RECONCILIATION

Complete weight was given to the Sales Comparison Approach as it is the approach used by most buyers when purchasing a single family dwelling. The Income Approach was not applicable because of the lack of rental information and meaningful relevancy to the value of a dwelling located in this primarily owner occupied neighborhood. On the other hand, the Departure Provision was utilized to eliminate the Cost Approach because the appraiser decided this omission in this limited appraisal assignment would not confuse or mislead the client or the intended users of this report. The market value is estimated on the FHLMC form 704 or similar form attached.

ASSUMPTIONS AND LIMITING CONDITIONS

- * No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be marketable. The property is appraised free and clear of any and all liens or encumbrances, except as noted in the report.
- * Information furnished by others during the course of the research has been verified to the extent possible and is believed to be reliable, but no warranty is given for its accuracy.
- * No responsibility is assumed for the effect on value of hidden or unapparent conditions of the subsoil or structures; or for arranging engineering studies to discover such conditions.
- * No evidence of contamination or hazardous materials was observed. However, the appraiser is not qualified to detect potential hazardous waste material that may have an effect on the subject property. The client may wish to retain such an expert if he desires.
- * Sketches and other illustrative material are included only to assist the reader in visualizing the real estate and its environs, are based on data developed and supplied by others, and are not meant to represent a survey or as-built plan.
- * Any distribution of the total valuation among land, improvement, and/or other components applies only under the stated program of utilization and must not be interpreted or used as individual values for other purposes.
- * The appraiser is not required to provide consultation, testimony, or attendance in court by reason of this assignment, unless such services have been arranged in contracting the assignment.
- * Possession of the report or a copy thereof does not carry with it the right of publication, and it may not be used for any purpose by anyone other than the addressee, without the written consent of the author and addressee. Even with such permission, out-of-context quoting from and/or partial reprinting of the report is prohibited. The report is an integrated entity and is only valid in its entirety.
- * Neither all nor part of the contents of the report shall be disseminated to the public relations, news, sales, or other media without the prior written consent and approval of the author.

LIMITED SCOPE APPRAISAL CERTIFICATION

I certify to the best of my knowledge and belief that: the statements of fact contained in this report are true and correct; the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions and are my personal, unbiased, professional analyses, opinions and conclusions; I have no present or prospective interest in the real estate and have no personal interest or bias with respect to the parties involved; my compensation is not contingent upon the reporting of a predetermined value estimate, the attainment of the stipulated result, or the occurrence of a subsequent event; the analyses, opinions and conclusions were developed and the report prepared in conformance with and subject to the requirements of the Uniform Standards of the Professional Appraisal Practice of the Appraisal Foundation; the appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan; I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual(s) in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by each in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will not take the responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION

If a supervisory appraiser signed the appraisal report, He or she certifies and agrees that: I directly supervised the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications above, and am taking full responsibility for the appraisal and the appraisal report.

PROPERTY: LOT 26, LOVELOX ST. BEAUFORT, SC 29902

APPRaiser:

Signature:

Name: GEORGE B. POST, JR.

Date Signed: OCTOBER 21, 2002

State Certification #: CR705

or State License #:

State: SC

Expiration Date of Certification or License: 06/30/02

☐ Did ☒ Did Not Inspect the Interior of the Property

SUPERVISORY APPRAISER

(only if required):

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

☐ Did ☐ Did Not Inspect Property

000210

**SUMMARY APPRAISAL OF
THE PROPERTY LOCATED AT**

LOT 24, LOVEJOY ST

BEAUFORT, SC 29902

as of

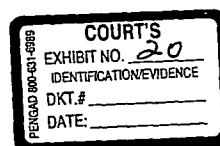
OCTOBER 18, 2002

for

CITY OF BEAUFORT
PO DRAWER 1167
BEAUFORT, SC
29901

by

BUNDY APPRAISAL & MANAGEMENT
P O BOX 1225, 1204 BOUNDARY ST
BEAUFORT, SC 29901



BUNDY APPRAISAL & MANAGEMENT
P O BOX 1225, 1204 BOUNDARY ST
BEAUFORT, SC 29901
843-524-2207

October 18, 2002

CITY OF BEAUFORT
PO DRAWER 1167
BEAUFORT, SC
29901

Property - LOT 24, LOVEJOY ST
BEAUFORT, SC 29902
Borrower - CITY OF BEAUFORT
File No. - 202302
Case No. -

Dear MR JONES:

In accordance with your request, I have personally inspected, made a Complete Appraisal Analysis, and prepared a Summary Appraisal of the real property located at LOT 24, LOVEJOY ST, BEAUFORT, SC.

The purpose of the Summary Appraisal is to estimate the market value of the property described in the body of this report.

Enclosed, please find the Summary Appraisal which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of OCTOBER 18, 2002 is :

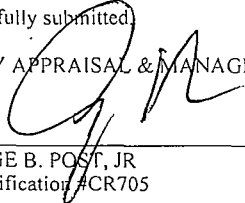
\$18,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

BUNDY APPRAISAL & MANAGEMENT



GEORGE B. POST, JR
SC Certification #CR705

000242

Complete Appraisal Analysis - Summary Appraisal Report

LAND APPRAISAL REPORT

File No. 202302

IDENTIFICATION	Borrower <u>CITY OF BEAUFORT</u>		Census Tract <u>0006.00</u>	Map Reference <u>120-1-183</u>																																																																																																													
	Property Address <u>LOT 24, LOVEJOY ST</u>																																																																																																																
	City <u>BEAUFORT</u>	County <u>BEAUFORT</u>	State <u>SC</u>	Zip Code <u>29902</u>																																																																																																													
	Legal Description <u>LOT 24, HIGGINSONVILLE</u>																																																																																																																
NEIGHBORHOOD	Sale Price <u>\$N/A</u>		Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.																																																																																																													
	Property Rights Appraised ☒ Fee		☐ Leasehold ☐ De Minimis PUD																																																																																																														
	Actual Real Estate Taxes <u>\$180.27/01</u> (yr.)		Loan charges to be paid by seller <u>\$N/A</u>																																																																																																														
	Other sales concessions <u>N/A</u>																																																																																																																
	Lender/Client <u>CITY OF BEAUFORT</u>		Address <u>PO DRAWER 1167, BEAUFORT, SC, 29901</u>																																																																																																														
	Occupant <u>VACANT LAND</u>		Appraiser <u>GEORGE B POST JR</u>																																																																																																														
	Instructions to Appraiser <u>MARKET VALUE</u>																																																																																																																
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WITHIN THE CITY OF BEAUFORT. 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SITE	Dimensions <u>SEE ATTACHED TAX PLAT</u> = <u>0.20 ACRES +/-</u>		☐ Corner Lot												
	Zoning Classification <u>GENERAL COMMERCIAL</u>		Present improvements ☒ do ☐ do not conform to zoning regulations												
	Highest and best use: ☒ Present use ☐ Other (specify)														
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Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes															
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>THE SITE IS PREDOMINANTLY LEVEL AT ROAD GRADE. THERE IS A WIDE VARIETY OF TREES AND SHRUBS AND ACROSS THE STREET ARE SEVERAL COMMERCIAL BUILDINGS. THERE IS LIMITED HIGHWAY VISIBILITY.</u>															

The undersigned has recited three recent sales of properties most similar and proximate to subject, and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>LOT 24, LOVEJOY ST BEAUFORT</u>	<u>2202 MORRIS ST BEAUFORT</u>	<u>PAR 360, WASHINGTON ST BEAUFORT</u>	<u>PAR 452, BULL ST BEAUFORT</u>
Proximity to Subj.		<u>WITHIN 1 MILE</u>	<u>WITHIN 1 MILE</u>	<u>WITHIN 1 MILE</u>
Sales Price	<u>\$ N/A</u>	<u>\$ 15,000</u>	<u>\$ 23,500</u>	<u>\$ 15,000</u>
Price	<u>\$ N/A</u>	<u>\$ 75,000.00</u>	<u>\$ 146,875.00</u>	<u>\$ 44,117.65</u>
Data Source	<u>INSPECTION</u>	<u>PUBLIC REC / REALTOR</u>	<u>PUBLIC REC / REALTOR</u>	<u>PUBLIC REC / REALTOR</u>
Date of Sale and Time Adjustment	<u>05/02/02</u>	<u>09/29/01</u>	<u>07/31/02</u>	<u>02/08/02</u>
Location	<u>URBAN</u>	<u>URBAN</u>	<u>URBAN</u>	<u>URBAN</u>
Site/View	<u>MIXED</u>	<u>RESIDENTIAL</u>	<u>RESIDENTIAL</u>	<u>MIXED</u>
Site Area	<u>0.20 ACRES +/-</u>	<u>0.20 ACRES +/-</u>	<u>0.16 ACRES +/-</u>	<u>0.34 ACRES +/-</u>
Sales or Financing Concessions				
Net Adj. (Total)		☒ Plus ☐ Minus <u>\$ 3,000</u>	☐ Plus ☒ Minus <u>\$ -5,875</u>	☒ Plus ☐ Minus <u>\$ 3,000</u>
Indicated Value of Subject		Gross 20.0% Net 20.0% <u>\$ 18,000</u>	Gross 25.0% Net -25.0% <u>\$ 17,625</u>	Gross 20.0% Net 20.0% <u>\$ 18,000</u>

Comments on Market Data: ALL COMPARABLES USED ARE CLOSED SALES UNLESS OTHERWISE INDICATED. *** See Additional Comments ***

Comments and Conditions of Appraisal: INFORMATION IN THIS APPRAISAL WAS OBTAINED FROM THE BEAUFORT COUNTY COURTHOUSE, MLS AND YOUR APPRAISER'S FILES. ALL INFORMATION WAS VERIFIED WHERE POSSIBLE.

Final Reconciliation: LAND SUMMARY APPRAISAL REPORT. IN MY OPINION, THE MARKET APPROACH IS THE BEST INDICATOR OF VACANT LAND'S MARKET VALUE. THEREFORE, I HAVE RELIED SOLELY ON THIS APPROACH.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF OCTOBER 18, 2002 to be \$18,000

Appraiser(s) _____ Review Appraiser (if applicable) ☐ Did ☐ Did Not Physically Inspect Property

Signature _____ Signature _____

Name GEORGE B. POST, JR Date 10/18/02 Name _____ Date _____

State SC License ☒ Certification # CR705 State _____ License _____ Certification # _____

BUNDY APPRAISAL & MANAGEMENT

000242

ADDITIONAL COMMENTS

Borrower or Owner CITY OF BEAUFORT

Property Address LOT 24, LOVEJOY ST

City BEAUFORT

County BEAUFORT

State SC

Zip Code 29902

Lender or Client CITY OF BEAUFORT

Comments on Market Data

SINCE THE SUBJECT IS VACANT LAND, THE COST APPROACH AND THE INCOME APPROACH ARE NOT VALID APPROACHES IN THIS APPRAISAL.

COMPARABLE NUMBER ONE REQUIRED A PLUS ADJUSTMENT FOR THE DIFFERENCE IN LOCATION.

COMPARABLE NUMBER TWO REQUIRED A MINUS ADJUSTMENT FOR THE DIFFERENCE IN LOCATION.

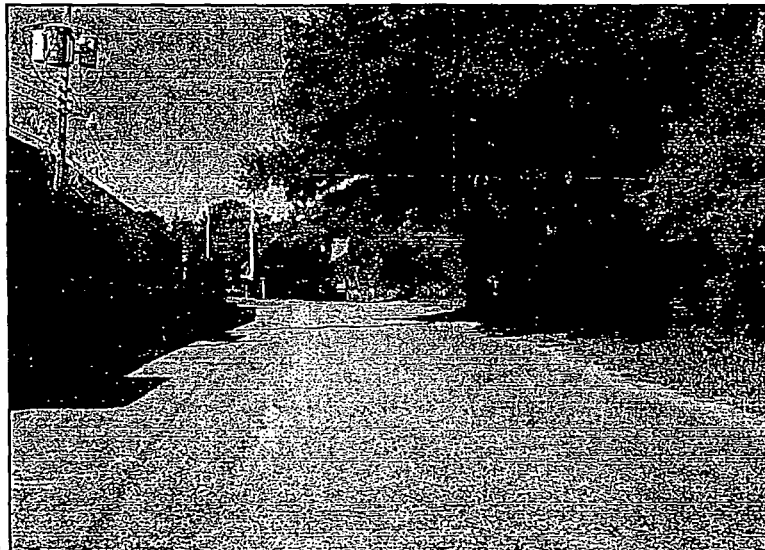
COMPARABLE NUMBER THREE REQUIRED A PLUS ADJUSTMENT FOR THE DIFFERENCE IN LOCATION.

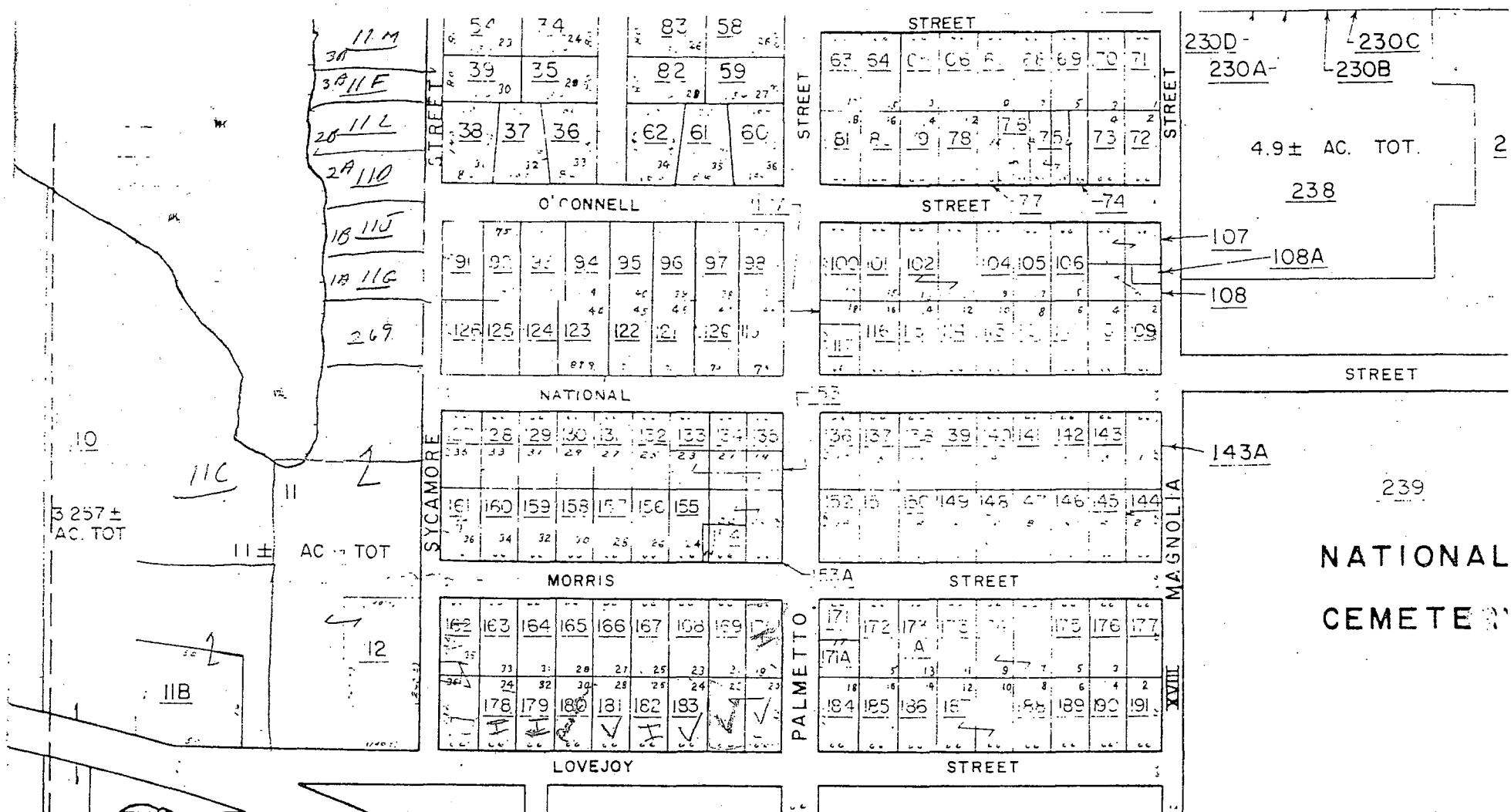
BECAUSE OF ITS PROXIMITY TO THE SUBJECT, IT IS MY OPINION THAT COMPARABLE NUMBER ONE BEST REPRESENTS THE DIRECT SALES COMPARISON APPROACH TO VALUE.

PHOTOGRAPH ADDENDUM

Borrower or Owner CITY OF BEAUFORT
Property Address LOT 24, LOVEJOY ST
City BEAUFORT County BEAUFORT State SC
Lender or Client CITY OF BEAUFORT

Zip Code 29902

FRONT VIEW OF
SUBJECT PROPERTYREAR VIEW OF
SUBJECT PROPERTYSTREET SCENE OF
SUBJECT PROPERTY

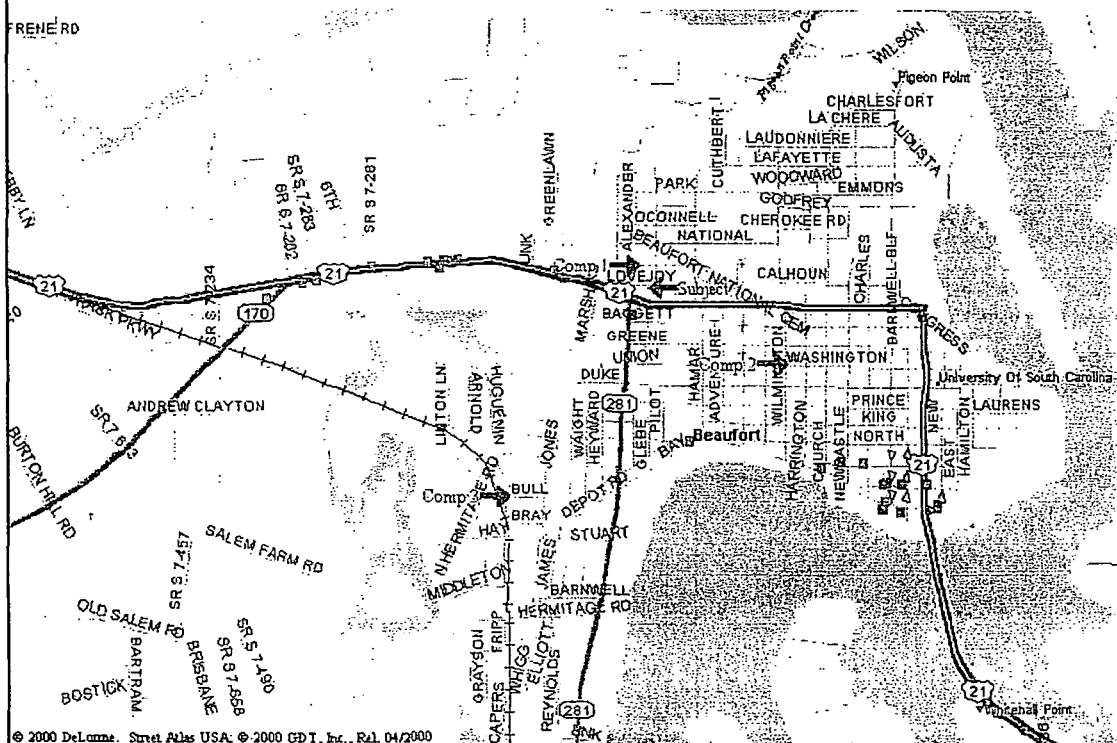


See Sheet 3

BEAUFORT COUNTY. SOUTH CAROLI

Zip Code 29902

Lender or Client **CITY OF BEAUFORT**



USPAP COMPLIANCE ADDENDUM

Borrower or Owner CITY OF BEAUFORT
 Property Address LOT 24, LOVEJOY ST
 City BEAUFORT County BEAUFORT State SC Zip Code 29902
 Lender or Client CITY OF BEAUFORT
Purpose of the Appraisal
ESTIMATE MARKET VALUE

Scope of the Appraisal

THE SCOPE OF THE APPRAISAL REQUIRES COMPLIANCE WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE PROMULGATED BY THE APPRAISAL STANDARDS BOARD OF THE APPRAISAL FOUNDATION. ALL DATA REGARDING THE PROPERTY HAS BEEN CONSIDERED.

Report of the prior year sales history for the subject property

Is the subject property currently listed? ☐ Yes ☒ No List Price: \$ _____
 Has the property sold during the prior year? ☐ Yes ☒ No If yes, describe below

Exposure Time

What is your estimate of exposure time for the subject property? 4-6 MONTHS Describe below the basis (rationale) for your estimate?
BASED ON MARKET RESEARCH OF SIMILAR TYPE PROPERTIES IN THE AREA. DISCUSSION WITH LOCAL REALTORS AND MY PERSONAL FILES.

Non-real property transfers

Does the transaction involve the transfer of personal property, fixtures, or intangibles that are not real property? ☐ Yes ☒ No
 If yes, provide description and valuation below.

Additional Limiting Conditions or Additional Comments

THE DEPARTURE PROVISION HAS BEEN ENVOCKED IN THAT THE COST APPROACH AND THE INCOME APPROACH WERE NOT USED IN THIS VACANT LAND APPRAISAL.

Additional Certification Statements or Additional CommentsDate: 10/18/02

Appraiser(s):

GEORGE B. POST, JR

Date: _____

Review Appraiser(s): _____

000247A

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

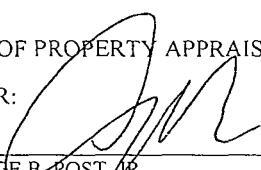
1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: LOT 24, LOVEJOY ST. BEAUFORT, SC 29902

APPRAISER:

SUPERVISORY APPRAISER (only if required):

Signature: 
 Name: GEORGE B. POST, JR.
 Date Signed: 10/18/02
 State Certification #: CR705
 or State License #: _____
 State: SC
 Expiration Date of Certification or License: 06/30/02

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
☐ Did ☐ Did Not Inspect Property

SR 17533

002407

17533

SOUTH CAROLINA
BEAUFORT COUNTY

*The Beaufort Port Royal
Abuse of Authority*

*Myron G. Allen, the 2nd Lt. Gen.
Harold J. Smith, the 1st Lt. Gen.
Willie Smith, 1st Lt. Gen.
James Charles Reid, 1st Lt. Gen.
Corp*

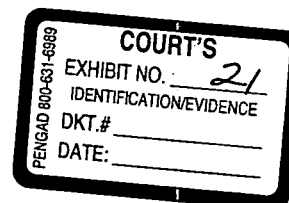
M.C.B.

Publicity Attorney

Defendant's Attorney

BEAUFORT COUNTY, SOUTH CAROLINA, U.S.A. 1984

C.O.A.



000250

BEAUFORT-PORT ROYAL HOUSING AUTHORITY

Parcel No. **002416**

BEAUFORT, SOUTH CAROLINA

163

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

RESOLUTION OF BOARD OF CONDEMNATION

THE BEAUFORT-PORT ROYAL HOUSING AUTHORITY,

Plaintiff,

-vs-
HRS. OF WILLIAM JONES

Defendants

After due notice served upon the above-named person, firm or corporation that their property would be condemned for construction for low-cost housing in Beaufort, South Carolina, being located at Marble Street and compensation fixed and damages assessed therefore, and after the full hearing of all testimony and arguments and after careful consideration of all questions involved, and in accordance with due process of law

BE IT RESOLVED by this Board of Condemnation that after taking into consideration the loss of the land, and loss of other benefits with any special damages occasioned by the taking, the members of this Board find that the damages are to be awarded and we, therefore, make an award of \$2,310.00 for approximately 8,519.65 square feet of land within the City of Beaufort, State of South Carolina and all damages therefore.

Any appeal from the land owner from this award shall be served by mail or otherwise upon The Beaufort-Port Royal Housing Authority within ten (10) days after the receipt of this resolution in accordance with the provision of Section 36-128 of the Code of Laws of the State of South Carolina.

Signed by Board of Condemnation of The Beaufort-Port Royal Housing Authority this 9th day of November, 1971.

Sam Greenly
Chairman, Sam Greenly

Gilbert Walker
Member, Gilbert Walker

000251

BEAUFORT-PORT ROYAL HOUSING AUTHORITY
BEAUFORT, SOUTH CAROLINA

002417
144

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) RESOLUTION OF BOARD OF CONDEMNATION

THE BEAUFORT-PORT ROYAL HOUSING AUTHORITY,

Plaintiff,

-vs-

HEIRS OF WILLIAM JONES

Defendant,

After due notice served upon the above-named person, firm or corporation that their property would be condemned for construction for low-cost housing in Beaufort, South Carolina, being located at Morris Street and compensation fixed and damages assessed therefore, and after the full hearing of all testimony and arguments and after careful consideration of all questions involved, and in accordance with due process of law

BE IT RESOLVED by this Board of Condemnation that after taking into consideration the loss of the land, and loss of other benefits with any special damages occasioned by the taking, the members of this Board find that the damages are to be awarded and we, therefore, make an award of \$2,310.06 or approximately 8,519.65 square feet of land within the City of Beaufort, State of South Carolina and all damages therefore.

Any appeal from the land owner from this award shall be served by mail or otherwise upon The Beaufort-Port Royal Housing Authority within ten (10) days after the receipt of this resolution in accordance with the provision of Section 38-128 of the Code of Laws of the State of South Carolina.

Signed by Board of Condemnation of The Beaufort-Port Royal Housing Authority this 9th day of November, 1971.

Chairman, Sam Greenly

Member, Gilbert Walker

000252

BEAUFORT-PORT ROYAL HOUSING AUTHORITY

Parcel Number **002418**

BEAUFORT, SOUTH CAROLINA

162

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

RESOLUTION OF BOARD OF CONDEMNATION

THE BEAUFORT-PORT ROYAL HOUSING AUTHORITY,

Plaintiff,

-vs-

HEIRS OF WILLIAM JONES,

Defendant s

After due notice served upon the above-named person, firm or corporation that their property would be condemned for construction for low-cost housing in Beaufort, South Carolina, being located at Morris Street and compensation fixed and damages assessed therefore, and after the full hearing of all testimony and arguments and after careful consideration of all questions involved, and in accordance with due process of law

BE IT RESOLVED by this Board of Condemnation that after taking into consideration the loss of the land, and loss of other benefits with any special damages occasioned by the taking, the members of this Board find that the damages are to be awarded and we, therefore, make an award of \$2,310.00 for approximately 8,519.65 square feet of land within the City of Beaufort, State of South Carolina and all damages therefore.

Any appeal from the land owner from this award shall be served by mail or otherwise upon The Beaufort-Port Royal Housing Authority within ten (10) days after the receipt of this resolution in accordance with the provision of Section 35-128 of the Code of Laws of the State of South Carolina.

Signed by Board of Condemnation of The Beaufort-Port Royal Housing Authority this 9th day of November, 1971.

Chairman, Sam Greenly

Member, Gilbert Walker

000253

BEAUFORT-PORT ROYAL HOUSING AUTHORITY
BEAUFORT, SOUTH CAROLINA

Parcel Number 002421

166

STATE OF SOUTH CAROLINA :
COUNTY OF BEAUFORT) RESOLUTION OF BOARD OF CONDEMNATION

THE BEAUFORT-PORT ROYAL HOUSING AUTHORITY,

Plaintiff,

-vs-

HEIRS OF WILLIAM JONES,

Defendants

After due notice served upon the above-named person, firm or corporation that their property would be condemned for construction for low-cost housing in Beaufort, South Carolina, being located at Morris Street and compensation fixed and damages assessed therefore, and after the full hearing of all testimony and arguments and after careful consideration of all questions involved, and in accordance with due process of law

BE IT RESOLVED by this Board of Condemnation that after taking into consideration the loss of the land, and loss of other benefits with any special damages occasioned by the taking, the members of this Board find that the damages are to be awarded and we, therefore, make an award of \$3,310.00 for approximately 8,519.65 square feet of land within the City of Beaufort, State of South Carolina and all damages therefore.

Any appeal from the land owner from this award shall be served by mail or otherwise upon The Beaufort-Port Royal Housing Authority within ten (10) days after the receipt of this resolution in accordance with the provision of Section 36-128 of the Code of Laws of the State of South Carolina.

Signed by Board of Condemnation of The Beaufort-Port Royal Housing Authority this 9th day of November, 1971.

Chairman, Sam Greenly

Member, Gilbert Walker

000254

BEAUFORT PORT ROYAL HOUSING AUTHORITY

BEAUFORT, SOUTH CAROLINA

Parcel Number **002422**

180

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

RESOLUTION OF BOARD OF CONDEMNATION

THE BEAUFORT-PORT ROYAL HOUSING AUTHORITY.

Plaintiff,

-vs-

HEIRS OF WILLIAM JONES,

Defendants.

After due notice served upon the above-named person, firm or corporation that their property would be condemned for construction for low-cost housing in Beaufort, South Carolina, being located at Lovejoy Street and compensation fixed and damages assessed therefore, and after the full hearing of all testimony and arguments and after careful consideration of all questions involved, and in accordance with due process of law

BE IT RESOLVED by this Board of Condemnation that after taking into consideration the loss of the land, and loss of other benefits with any special damages occasioned by the taking, the members of this Board find that the damages are to be awarded and we, therefore, make an award of \$3,300.00 for approximately 8,518.65 square feet of land within the City of Beaufort, State of South Carolina and all damages therefore.

Any appeal from the land owner from this award shall be served by mail or otherwise upon The Beaufort-Port Royal Housing Authority within ten (10) days after the receipt of this resolution in accordance with the provision of Section 36-128 of the Code of Laws of the State of South Carolina.

Signed by Board of Condemnation of The Beaufort-Port Royal Housing Authority this 9th day of November, 1971.

Sam Greenly
Chairman, Sam Greenly
Gilbert Walker
Member, Gilbert Walker

000255

BEAUFORT-PORT ROYAL HOUSING AUTHORITY
BEAUFORT, SOUTH CAROLINA

Parcel Number 002423

191

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) RESOLUTION OF BOARD OF CONDEMNATION

THE BEAUFORT-PORT ROYAL HOUSING AUTHORITY,
Plaintiff,

-vs-

HEIRS OF WILLIAM JONES,
Defendant s.

After due notice served upon the above-named person, firm or corporation that their property would be condemned for construction for low-cost housing in Beaufort, South Carolina, being located at Lovejoy Street and compensation fixed and damages assessed therefore, and after the full hearing of all testimony and arguments and after careful consideration of all questions involved, and in accordance with due process of law

BE IT RESOLVED by this Board of Condemnation that after taking into consideration the loss of the land, and loss of other benefits with any special damages occasioned by the taking, the members of this Board find that the damages are to be awarded and we, therefore, make an award of \$1,300.00 for approximately 8,519.75 square feet of land within the City of Beaufort, State of South Carolina and all damages therefore.

Any appeal from the land owner from this award shall be served by mail or otherwise upon The Beaufort-Port Royal Housing Authority within ten (10) days after the receipt of this resolution in accordance with the provision of Section 36-128 of the Code of Laws of the State of South Carolina.

Signed by Board of Condemnation of The Beaufort-Port Royal Housing Authority this 9th day of November, 1971.

Chairman, Sam Greenly

Member, Gilbert Walker

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002424

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

THE BEAUFORT-PORT ROYAL HOUSING)
AUTHORITY,)

Petitioner,)

vs.)

ORDER

MAYME E. ALSTON, HEIRS OF WILLIAM)
JONES, MARIAH TANKSLEY, HEIRS OF)
MAGGIE LAWTON, WILLIE SANDERS,)
ROSA POLITE, FRANCES CHARLENE)
KIND, PORT LAND CORPORATION, And)
Also Any and All Other Persons Unknown)
Claiming Any Interest In Or Liens Upon The)
Real Estate Described In the Petition Herein,)

Respondents.)

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The Beaufort-Port Royal Housing Authority, having been duly created in accordance with the Code of Laws of South Carolina, 1962 as amended, and the Condemnation Board, consisting of three (3) members, having been designated pursuant thereto and the proper hearings having been held before this Condemnation Board after the giving of proper notice to owners and interested parties, and a true value as to the property having been assessed by the board, and the time having passed for appeal therefrom and a Declaration of Taking having been filed, containing descriptions of those parcels of land to be acquired by The Beaufort-Port Royal Housing Authority, it is

HEREBY ORDERED, ADJUDGED AND DECREED that the fee simple title be vested in The Beaufort-Port Royal Housing Authority in those parcels of land described in the aforementioned Declaration of Taking with this vesting to become absolute upon deposit with the Clerk of Court for Beaufort County, for use by those persons entitled thereto, the sum designated by the Condemnation Board as the true value for each parcel, and the Clerk of Court shall issue a deed transferring title of these parcels

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to the ss... Beaufort-Port Royal Housing Authority.


William L. Rhodes, Jr., Judge
Fourteenth Judicial Circuit

Hampton, South Carolina

Dec. 20 197

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002426

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

THE BEAUFORT-PORT ROYAL HOUSING)
AUTHORITY,)

Petitioner,)

vs.)

DECLARATION OF
TAKING

MAYME E. ALSTON, HEIRS OF WILLIAM)
JONES, MARIAH TANKSLEY, HEIRS OF)
MAGGIE LAWTON, WILLIE SANDERS,)
ROSA POLITE, FRANCES CHARLENE)
KING, PORT LAND CORPORATION, And)
Also Any and All Other Persons Unknown)
Claiming Any Interest In Or Liens Upon The)
Real Estate Described in the Petition Herein,)

Respondents.)

The Petitioner, The Beaufort-Port Royal Housing Authority, a
public corporate body, created in accordance with the Code of Laws of
South Carolina, 1982 as amended, hereby declares that it is taking and
acquiring by eminent domain, a fee simple title to the property in the County
of Beaufort, State of South Carolina, described as follows:

PARCEL 128/MAP 3

ALL that certain piece, parcel or lot of land, situate,
lying and being in the City of Beaufort, County of
Beaufort, State of South Carolina, shown and delineated
as Lot Number 33 on National Street on a Plat prepared
for the Beaufort-Port Royal Housing Authority by R. D.
Trogdon, Jr., R. L. S., under date of September 3, 1971.
Said lot contains the following boundaries and measure-
ments to wit: Bounded on the North by National Street, as
shown on said plat, whereon it measures for a distance of
Sixty-Six (66.0') feet; on the East by Lot 31, on Nationa-
Street, as shown on said plat, whereon it measures for a
distance of One Hundred Thirty-Two and Twelve Hundredths
(132.12') feet; on the South by Lot 34 on Morris Street, as
shown on said plat, whereon it measures for a distance of
Sixty-Seven (67.0') feet; and, on the West by Lot 35 on National
Street, as shown on said plat, whereon it measures for a
distance of One Hundred Thirty-One and Ninety-Four (131.94')
feet.

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PARCEL 163/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Number 33 on Morris Street, on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot contains the following boundaries and measurements, to wit: Bounded on the North by Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 31 on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty and Seventy-Seven Hundredths (130.77') feet; on the South by Lot 34 on Lovejoy Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Lot 35 on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty and Seventy-Seven Hundredths (130.77') feet.

PARCEL 164/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Number 31, on Morris Street, on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot contains the following boundaries and measurements, to wit: Bounded on the North by Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 29 on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty and Seventy-Seven Hundredths (130.77') feet; on the South by Lot 32 on Lovejoy Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Lot 33 on Morris Street, whereon it measures for a distance of One Hundred Thirty and Seventy-Seven Hundredths (130.77') feet.

PARCEL 165/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Number 27 on Morris Street, on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, R.L.S., under date of September 3, 1971. Said lot contains the following boundaries and measurements, to wit: Bounded on the North by Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 27 on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-One (131.0') feet; on the South by Lot 30 on Lovejoy Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Lot 29 on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-One (131.0') feet.

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PARCEL 166/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Number 27 on Morris Street on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot contains the following boundaries and measurements, to wit: Bounded on the North by Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 25 on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-One (131.0') feet; on the South by Lot 28 on Lovejoy Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Lot 29 on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-One (131.0') feet.

PARCEL 180/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Number 30 on Lovejoy Street, on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot of land contains the following boundaries and measurements, to wit: Bounded on the North by Lot 29 on Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 28 on Lovejoy Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-Two (132.0') feet; on the South by Lovejoy Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Lot 32 on Lovejoy Street, as shown on said Plat, whereon it measures for a distance of One Hundred Thirty-Two (132.0') feet.

PARCEL 181/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, State of South Carolina, shown and delineated as Lot Number 28 on Lovejoy Street, on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., under date of September 3, 1971. Said lot of land contains the following boundaries and measurements, to wit: Bounded on the North by Lot 27, on

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Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 26 on Lovejoy Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-Two (132.0') feet; on the South by Lovejoy Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Lot 30 on Lovejoy Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-Two (132.0') feet.

PARCEL 168/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Number 23 on Morris Street, on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot of land contains the following boundaries and measurements, to wit: Bounded on the North by Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Five and Ninety-Seven Hundredths (65.97') feet; on the East by Lot 21 on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-Two and Seventeen Hundredths (132.17') feet; on the South by Lot 24 on Lovejoy Street, as shown on said plat, whereon it measures for a distance of Sixty-Five and Ninety-Seven Hundredths (65.97') feet; and, on the West by Lot 24, on Morris Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-One and Ninety-Four Hundredths (131.94') feet.

PARCEL 171/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as the Northern One-Half ($\frac{1}{2}$) of Lot Number 17, on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot contains the following boundaries and measurements, to wit: Bounded on the North by Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 15, as shown on said plat, whereon it measures for a distance of Sixty-Six and Twenty-Hundredths (66.20') feet, more or less; on the South by the Southern One-Half ($\frac{1}{2}$) of Lot Number 17, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Palmetto Street, as shown on said plat, whereon it measures for a distance of Sixty-Six and Thirty-Three Hundredths (66.33') feet.

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PARCEL 171A/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as the Southern One-Half ($\frac{1}{2}$) of Lot Number 17, on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot contains the following boundaries and measurements, to wit: Bounded on the North by the Northern One-Half ($\frac{1}{2}$) of Lot Number 17, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 15, as shown on said plat, whereon it measures for a distance of Sixty-Six and Twenty-One Hundredths (66.21') feet, more or less; on the South by Lot 18, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Palmetto Street, as shown on said plat, whereon it measures for a distance of Sixty-Six and Thirty-Three Hundredths (66.33') feet.

PARCEL 174/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Numbers 7 and 9 on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot contains the following boundaries and measurements, to wit: Bounded on the North by Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 5, as shown on said plat, whereon it measures for a distance of One Hundred Twenty-Nine and Eighty Hundredths (128.80') feet; on the South by Lots 8 and 10, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-Two and Ninety-Five Hundredths (132.85') feet; and, on the West by Lot 11, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-Two and Seventy-One Hundredths (132.71') feet.

PARCEL 175/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Number 5 on a plat prepared for The Beaufort-Port Royal Housing Authority, by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot contains the following measurements and boundaries, to wit: Bounded on the

000263

002431

North by Morris Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 3, as shown on said plat, whereon it measures for a distance of One Hundred Twenty-Nine and Eighty Hundredths (129.80') feet; on the South by Lot 6, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Lot 7, as shown on said plat, whereon it measures for a distance of One Hundred Twenty-Nine and Eight Hundredths (129.80') feet.

PARCEL 184/MAP 3

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, shown and delineated as Lot Number 18 on a plat prepared for The Beaufort-Port Royal Housing Authority by R. D. Trogdon, Jr., R.L.S., under date of September 3, 1971. Said lot contains the following boundaries and measurements, to wit: Bounded on the North by Lot 17, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; on the East by Lot 16, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-One and Eighty-Seven (131.87') feet; on the South by Lovejoy Street, as shown on said plat, whereon it measures for a distance of Sixty-Six (66.0') feet; and, on the West by Palmetto Street, as shown on said plat, whereon it measures for a distance of One Hundred Thirty-One and Eighty-Seven Hundredths (131.87') feet.

IN WITNESS WHEREOF, the Petitioner has caused these presents to be executed in its name by its Executive Director, this 15 day of December, 1971.

The Beaufort-Port Royal Housing Authority

By: Eric A. Lundquist
Executive Director

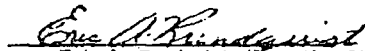
000264

002432

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

VERIFICATION

PERSONALLY appeared before me, ERIC A. RUNDQUIST, who
being duly sworn, deposes and says that he is the Executive Director of
The Beaufort-Port Royal Housing Authority; that he has read the foregoing
Declaration of Taking and that it is true of his own knowledge.


Eric A. Rundquist, Executive Director

SWORN to before me this

15th day of December, 1971


Notary Public of South Carolina
My Commission Expires: 8/17/80

000265

Duplicate

HEAD OF FAMILY LAND CERTIFICATE

NO. 1739.

This Certifies, That on this *Seventeenth* day of *December*
in the year of our Lord one thousand eight hundred and sixty-*Six*, the United States of
America by *Wm Henry Brisbane* *N. E. Wording*
and James L. Martin

United States Direct Tax Commissioners for the District of South Carolina, under and by virtue of
an act entitled "An act for the collection of Direct Taxes in Insurrectionary Districts within the
United States, and for other purposes," approved June 7, 1862, and of the acts amendatory of the
same, approved February 6, 1863, and March 3, 1865, and of the act entitled "An act to continue in
force and to amend "An act to establish a Bureau for the relief of Freedmen and Refugees and for
other purposes," attested July 16, 1866, and under and by virtue of the direction and instructions of
the President of the United States issued to said Commissioners under date of September 16, 1863,
for and in consideration of the sum of *Ten*

dollars, first paid by the purchaser hereinafter named, the receipt whereof is hereby acknowledged,
doth hereby sell to *J. W. Black*, he being the head
of a family and a colored citizen, the tract or parcel of land hereinafter set forth, and situate on

Port Royal Island, in the District of Beaufort, in the State of
South Carolina, and described as follows, to wit:

Sub to Twenty One Lot Number *Twenty Five*
and Twenty Eight

in Section Number *Thirty One* Township Number *One North* of the
Beaufort Base Line, and Range Number *One West* of the St. Helena
Meridian, containing $\frac{40}{100}$ acres, more or less

according to the United States survey, reserving public right of way, and all buildings
thereon

To have and to hold the same, to him, his heirs and assigns, subject to all the provisions of
the aforesaid acts, among which it is provided that the said *J. W. Black*
or his heirs shall not alienate the aforesaid tract or parcel of land within six years from and after the
16th day of July, 1866.

GIVEN under our hands at Beaufort in the District of Beaufort and State aforesaid, on the day
and in the year first above named.

Wm Henry Brisbane
William Wording
James L. Martin

U. S. Direct Tax Commissioners,

for the District of South Carolina.

000266

Duplicate

HEAD OF FAMILY LAND CERTIFICATE

In 2061

2068

This Certificate, That on this *Ten* ~~th~~ *teenth* day of *August* -
in the year of our Lord one thousand eight hundred and sixty ~~eight~~ *eight*, the United States of America
by *M^r Henry Cribben and H. E. Hording*

United States Direct Tax Commissioners for the District of South Carolina, under and by virtue of
an Act entitled "An Act for the collection of Direct Taxes in Insurrectionary Districts within the
United States, and for other purposes," approved June 7, 1862, and of the Acts amendatory of the
same, approved February 6, 1864, and March 2, 1865, and of the Act entitled "An Act to continue
in force and to amend "An Act to establish a Bureau for the relief of Freedmen and Refugees and
for other purposes," enacted July 18, 1866, and under and by virtue of the direction and instructions
of the President of the United States issued to said Commissioners under date of September 16, 1866,
for and in consideration of the sum of

Three

dollars, "ret paid by the purchaser hereinafter named, the receipt whereof is hereby acknowledged,
doth hereby sell to *William Jones*, he being the head
of a family and a colored citizen, the tract or parcel of Land hereinafter set forth, and situate on
Port Royal Island, in the District of Beaufort, in the State of
South Carolina, and described as follows, to wit: *Sub lot number thirty one*
Morris Street. in Lot Number Sixty two

in Section Number *Thirty one* Township Number *One North* of the
Beaufort Base Line, and Range Number *One West* - of the Mt. Helena
Meridian, containing *Two tenths of an* acre, more or less,
according to the United States survey, reserving public right of way.

To have and to hold the same, to him his heirs and assigns, subject to all the provisions of the
aforesaid acts, among which it is provided that the said *William Jones*
or his heirs shall not alienate the aforesaid tract or parcel of Land within six years from and after
the 16th day of July, 1866.

Given under our hands at Beaufort in the District of Beaufort and State aforesaid, on the day and
in the year first above named.

H. H. Hording
William C. Cribben

HEAD OF FAMILY LAND CERTIFICATE

1869

John D. ...

This Certificate, That on this *Twenty First* day of *January* the year of our Lord one thousand eight hundred and *sixty nine*, the United States of America *William Henry Brisbane, William E. Hading and James D. Martin*

United States Direct Tax Commissioners for the District of South Carolina, under and by virtue of an Act entitled "An Act for the collection of Direct Taxes in Insurrectionary Districts within the United States, and for other purposes," approved June 7, 1862, and of the Acts amendatory of the same, approved February 6, 1863, and March 2, 1865, and of the Act entitled "An Act to continue in force and to amend" An Act to establish a Bureau for the relief of Freedmen and Refugees and for other purposes," enacted July 16, 1866, and under and by virtue of the direction and instructions of the President of the United States issued to said Commissioners under date of September 16, 1866, do and in consideration of the sum of *Five*

dollars, first paid by the purchaser hereinafter named, the receipt whereof is hereby acknowledged, do hereby sell to *William Jones* being the head of a family and a colored citizen, the tract or parcel of Land hereinafter set forth, and situate on *Port Royal* Island, in the District of Beaufort, in the State of South Carolina, and described as follows, to wit:

Sub - Lot Number *Twenty Nine* of *Lot* Number *Sixty Two* on *Morris Street* in *Wigginson* Section Number *Thirty One* Township Number *One North* of the Range at Base Line, and Range Number *One West* of the St. Helena Meridian, containing *Twenty hundredths of an* acre, more or less, according to the United States survey, reserving public right of way

to have and to hold the same, together with her heirs and assigns, subject to all the provisions of the aforesaid laws, among which it is provided that the said *William Jones* and his heirs shall not alienate the aforesaid tract or parcel of Land within six years from and after the 16th day of July, 1866.

Given under our hands at Beaufort in the District of Beaufort, and State aforesaid, on the day and in the year first above written.

*William Henry Brisbane
William E. Hading
James D. Martin*

U. S. Direct Tax Commissioners for the District of South Carolina.

000268

WILLIAM A. WATSON

1701

United States Street Tax Commissioners for the District of South Carolina, under and by virtue of an act entitled "An act for the collection of Street Taxes in Insurrectionary Districts within the United States, and for other purposes," approved June 7, 1862, and of the acts amendatory of the same, approved February 2, 1862, and March 2, 1863, and of the act entitled "An act to continue in force and to amend "An act to establish a Bureau for the relief of Freedmen and Refugees and for other purposes," enacted July 16, 1863, and under and by virtue of the direction and instructions of the President of the United States issued to said Commissioners under date of September 16, 1863, for and in consideration of the sum of *Five*

South Carolina, and described as follows, to wit:

To have and to hold the same, to h^{is} ex^{ors}, ad^{ors} heirs and assigns, subject to all the provisions of the aforesaid acts, among which it is provided that the said *William Jones* or h^{is} heirs shall not alienate the aforesaid tract or parcel of land within six years from and after the 10th day of July, 1836.

Mr. Harry Bixbang,
William C. Bixbang,
James O. Martin

U. S. Forest Tax Commissioner,
for the District of South Carolina.

THE STATE OF SOUTH CAROLINA

County of Beaufort.

45p 969

KNOW ALL MEN BY THESE PRESENTS, That I, Z.A. Robinson.

in the State aforesaid
 in consideration of the sum of Five Dollars and other considerations DOLLARS,
 to me in hand paid at and before the sealing of these Presents, by Mrs. Louise B. Hall
 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 the said Louise B. Hall, All that piece, parcel or lot
 of land lying and being in Higganville in the County and State aforesaid and more particu-
 larly bounded and described as follows, to wit, Fronting South on Front Street and bounded
 west by lot recently sold to Williams Jones East on remaining portion of land reserved
 and extending North to the fence of Nannie Campbell and measuring on its Northern and
 Southern Lines, Sixty (60) Feet and on its Eastern and Western lines feet, more or
 less, extending from Front Street on the South to the fence of Nannie Campbell on the
 North. The premises hereby conveyed or intended to be conveyed is the same lot of land
 conveyed to Kate Wright by S.B. Williams, by his deed bearing date June 4, 1894, and re-
 corded in Book 41, page 433, and is also the same lot of land inherited by me as the sole
 heir of Kate Wright.

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

Louise B. Hall, her Heirs and Assigns forever

AND I do hereby bind myself, my Heirs, Executors and Administrators, to warrant and forever
 defend, all and singular, the said premises unto the said Louise B. Hall, her
 Heirs and Assigns against me and my Heirs, or any person or persons
 lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 24th day of April in the year of our Lord one thousand
nine hundred and Twenty-eight, and in the one hundred and 51st year of the
 Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

Arthur Washington Z.A. Robinson (L. S.)
Marion Washington (L. S.)

THE STATE OF SOUTH CAROLINA, }
Beaufort County. } Personally appeared before me Arthur Washington and made
 oath that he saw the within named Z.A. Robinson sign, seal, and as
his act and deed, deliver the within written Deed; and that he with Marion Washington witnessed the execution thereof.
 SWORN to before me, this 24th day of April, A. D. 1928
Herbert B. Attaway (Seal)
Notary Public

THE STATE OF SOUTH CAROLINA, }
Beaufort County. } RENUNCIATION OF DOWER
 I, Herbert Attaway do hereby certify unto all whom
 it may concern, that Mrs. Emily Robinson wife of the within named Z.A. Robinson
 did this day appear before me, and upon being privately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of
 any person or persons whomsoever, renounce, release and forever relinquish unto the within named Louise B. Wall
 Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower of, in, or to all and singular the premises within mentioned and released.
 Given under my hand and seal, this 24th day of April, A. D. 1928
Herbert B. Attaway (Seal)
Notary Public for S.C.
 Recorded and certified, this 12th day of May, 1928
Oliver L. Rodman

000270

41p 433

THE STATE OF SOUTH CAROLINA } KNOW ALL MEN BY THESE PRESENTS,

THAT A. B. Williams the Town and County of Beaufort

in the State aforesaid,

in consideration of the sum of Ten (\$10.00) ----- DOLLARS,to cash in hand paid at and before the sealing of these Presents, by

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 the said Kate Wright all that certain, free, forced, and lot of land, situate, lying and being in the Village of Wiggin manes in the County and State aforesaid and more particularly described as follows to wit: Beginning South on Front Street and bounded West on lot recently sold to Williams, East on remaining portion of land reserved and extending North the place of Wiggin manes and Wiggin manes on its Northern and Southern lines sixty (60) feet and on its Eastern and Western lines -- feet more or less, extending from front Street on its South to the place of Wiggin manes on the North, the following hereby conveyed or intended to be in a portion of lot conveyed to me by Wiggin manes in his deed dated 3rd 1st 1887 and duly recorded in Vol 15 page 567 in the 2nd 3rd 1888 in the Beaufort manes

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 Kate Wright

her Heirs and Assigns forever.

AND A do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said premises unto the said Kate Wright her Heirs and Assigns against me and my Heirs, lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand, and Seal, this fourth day of June in the year of our Lord one thousand eight hundred and eighty four, and in the one hundred and eighty four year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

George W. Gorden
George W. Gorden

A. B. Williams

(L. S.)

(L. S.)

THE STATE OF SOUTH CAROLINA,

Beaufort County.PERSONALLY appeared before me, George W. Gorden and madeoath that he saw the within named A. B. Williamsdo act and deed, deliver the within written Deed; and that he with George W. Gorden witnessed the execution thereof.SWORN to before me, this fourth day ofJune A. D. 1894George W. Gorden

THE STATE OF SOUTH CAROLINA,

Beaufort County.

RENUNCIATION OF DOWER.

I, George W. Gorden do hereby certify unto all whom it may concern, that Mrs. Kate Wright wife of the within named George W. Gorden did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named George W. Gorden Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal, this fourth day of

A. D. 1922

Recorded and certified, this 19th day of June 1922E. B. P. Gorden

C. C. C. P.

000271



CITY OF BEAUFORT
DEPARTMENT OF INSPECTIONS
INSPECTION REPORT

Permit # M 9485

Date _____

Owners Name Jackson Date Needed 12-15-95

General Contractor _____ Sub-Contractor _____

Location 1905 Harvey St.

Flood Zone _____ MSL _____ Received Flood Certificate Yes _____ No _____

BUILDING		ELECTRICAL		PLUMBING		MECHANICAL		POOL	
Footings	_____	Rough-In	<u>X</u>	Rough-In	<u>X</u>	Rough-In	_____	Shell	_____
Slab	_____	Final	_____	Stackout	_____	Final	_____	Deck	_____
Framing	_____	P.S.	_____	Final	_____	Gas	_____	Final	_____
Int / Ext	_____	T.S.	_____	Sewer	_____				
Fire Wall	_____	M.H.	_____	Water Supply	_____				
Thermal/Sound	_____	BOAR	_____	Line	_____	MISCELLANEOUS		ZONING	
Insulation	_____			Business License	_____	Safety	_____	Complaint	_____
Chimney	_____	Rough-in	_____	City Hall	_____	C.O.	_____	Violation	_____
Final	_____	Final	_____	Police/Fire	_____	Sign	_____	1st. Notice	_____
C.O.	_____	C.O.	_____	Other	_____	Flood Zone	_____	2nd. Notice	_____
				Utilities Dept.	_____	Grease Trap	_____	Final	_____

Need to meet at 3:30 PM H 986-0824 W 525-4282
on job

1. Need pressure test on water line
 2. need to fill stack out with water
 3. Need to insulate Poly lines in attic + exterior walls
 4. Need to insulate Behind tub
 5. Need to vent exhaust fan out
 6. Fixture Above tub needs to be on GFCI + Plastic cover for damp location
 7. Need to weatherproof opening in roof
 8. Need to install rear steps
 9. No Mechanical at time of inspection
- Call for 10 inspection

\$20.00 RE-INSPECTION FEE REQUIRED ON ALL RE-INSPECTIONS.
FEE MUST BE PAID PRIOR TO NEXT INSPECTION

Inspection Department: 525-7040
Recorder: 525-7041

Boone

000272

6830

704

4/8/89

This instrument was prepared by the law firm of
Davis, Tupper & Grimsley
611 Bay Street
Beaufort, SC 29902
843/524-1116

DMP R120-001-000-0183-0000
DMP R120-001-000-0100-0000

*****AREA ABOVE THIS LINE RESERVED FOR RECORDING*****

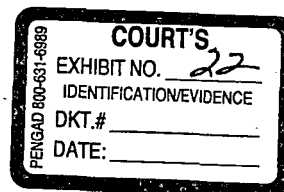
STATE OF SOUTH CAROLINA)
) QUIT CLAIM DEED
COUNTY OF BEAUFORT)

WHEREAS, Albert Jackson, a/k/a Albert L. Jackson, died
intestate on the 2nd day of July, 1989, having been survived by his
wife, Charlene S. Jackson, and two children, Valerie Jackson and
Albert Lenzy Jackson, Jr.; and

WHEREAS, Valerie Jackson and Albert Lenzy Jackson, Jr., desire
to convey their interest in the property described herein to their
mother, Charlene S. Jackson;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT WE,
VALERIE JACKSON AND ALBERT LENZY JACKSON, JR., in the State
aforesaid, for and in consideration of the sum of TEN AND NO/100
DOLLARS, and love and affection that we bear for our mother, the
Grantee herein, to us in hand paid at and before the sealing of
these presents by CHARLENE S. JACKSON, 1519 Palmetto Street,
Beaufort, South Carolina 29902, in the State aforesaid, for which
the receipt whereof is hereby acknowledged, have remised, released
and forever quit-claimed, and by these presents do remise, release
and forever quit-claim unto the said CHARLENE S. JACKSON, Her Heirs

"Supp. 705"



000273

and Assigns forever, all our right title and interest in and to the following described real property, to-wit:

PARCEL 1

ALL that certain piece, parcel or lot of land, situate, lying and being in the Village of Higgonville, City of Beaufort, County of Beaufort, State of South Carolina, and more particularly bounded and described as follows: Fronting South on Front Street and bounded West by lot now or formerly of Williams Jones; East on remaining portions of land reserved and extending North to the fence of Nancy Campbell; and measuring on its northern and southern lines sixty (60) feet and on its eastern and western lines _____ feet, more or less.

This being the same property conveyed to Albert Jackson and Charlene Jackson by deed of Anne Singleton, Henry Singleton, Dorothy S. Patterson, Hubert Singleton, Gertrude S. Davis, Kenneth Singleton and Ardelle D. Ratchford, sole heirs of Louisa B. Hall who died in June, 1953, said deed being dated October 20, 1954, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 79 at Page 304.

TAX REF: R120-001-000-0183-0000

PARCEL 2

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, designated as Lot 15 and 17 on a plat of Higginsonville recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 12 at Page 1, which lots adjoin each other and form one large lot, bounded on the North by O'Connell Street on which it measures 132 feet; on the East by Lot 13 on which it measures 132 feet; on the South by Lots 16 and 18 on which it measures 132 feet; and on the West by Palmetto Street on which it measures 132 feet.

This being the same property conveyed to Albert L. Jackson and Charlene S. Jackson by deed of Elizabeth C. Waterhouse, Marguerite Crofut, Georgeia Crofut and James A. Crofut dated February 9, 1968, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 151 at Page 204.

TAX REF: R120-001-000-0100-0000

This deed was prepared without benefit of title examination.

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 CHARLENE S. JACKSON, Her Heirs and Assigns, forever - so that neither we the said VALERIE JACKSON AND ALBERT LENZY JACKSON, JR., nor our heirs, nor any other person or persons, claiming under us or them, shall at any time hereafter, by any ways or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS our Hands and Seals this 11th day of

February, 2000.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary S. Jarvis
Mary E. Batch

Valerie Jackson
VALERIE JACKSON
Albert Lenzy Jackson, Jr.
ALBERT LENZY JACKSON, JR.

707

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Valerie Jackson and Albert Lenzy Jackson, Jr., sign, seal and as their act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this 11th day of February, 2000.

Mary E. Gatch
Notary Public for South Carolina
My Commission Expires: 8-10-03

Mary S. Jarvis

000276

D.T.G. 4439

FILED
JOHN A. SULLIVAN, JR.
P.M.
SEAFORD COUNTY, S.D.

03 FEB 14 PM 3:47

BK 1260 PG 704
FOLDER #

708

1260

704
2

000277

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CARMEN T. MULLEN, PRESIDING JUDGE

CASE NO: 2010-CP-07-5321

ALBERT JACKSON, JR.,

Appellant,

vs.

LEOPARDO COMPANIES, INC.,
SWAMP FOX UTILITIES, L.L.C., LCK
CONSTRUCTION SERVICES, L.L.C., and
CITY OF BEAUFORT,

Respondents.

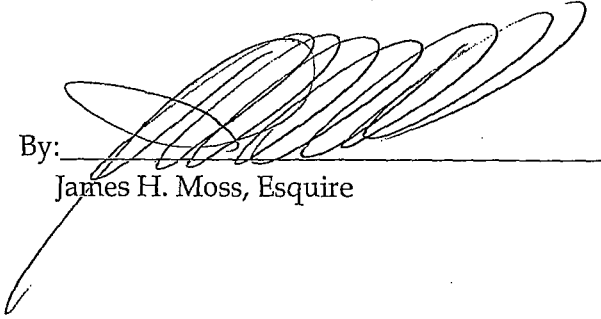
NOTICE OF INTENTION TO APPEAL & APPEAL

James H. Moss, Esquire
MOSS, KUHN & FLEMING, P.A.
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
[843] 524-3373
[843] 524-1302 FX
jim@mossandkuhn.com

Attorneys for Appellant

NOTICE IS HEREBY GIVEN that the Appellant above named, by and through his undersigned counsel, appeals to the South Carolina Court of Appeals from the *Order Granting Summary Judgment*, of the Honorable Carmen T. Mullen, dated June 23, 2010, and received by e-mail on the 1st day of July, 2011, and the *Form 4 - Judgment in a Civil Case* dated June 23, 2010, which accompanied the written *Order*, which was received by Appellant's counsel on the 19th day of July, 2011.

MOSS, KUHN & FLEMING, P.A.

By: 

James H. Moss, Esquire

Beaufort, South Carolina

July 29, 2011

Diane Logan

From: Mullen, Carmen T. Law Clerk (Robin Graham) <CMullenLC@sccourts.org>
Sent: Friday, July 01, 2011 12:05 PM
To: Diane Logan
Cc: byoung@hghpa.com; David Black (DBlack@hghpa.com); egifford@rpcrlaw.com; BHARVEY@HARVEYANDBATTEY.COM
Subject: RE: Jackson vs. Leopardo, et al
Attachments: Jackson v Leopardo Companies - Order Granting SJ - 6.23.2011.pdf

Dear all: Please find attached a copy of the signed, filed order in the above case. Sincerely,

C. Robin Graham
Law Clerk to The Honorable Carmen T. Mullen

000280

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT

CIVIL ACTION NO. 2010-CP-07-5231

ALBERT JACKSON, JR.,

Plaintiff,

v.

LEOPARDO COMPANIES, INC.,
SWAMP FOX UTILITIES, L.L.C., LCK
CONSTRUCTION SERVICES, LLC,
AND CITY OF BEAUFORT,

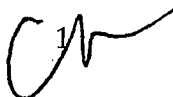
Defendants.

ORDER GRANTING SUMMARY
JUDGMENT

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J. J. CULLEN
BEAUFORT COUNTY, S.C.
CLERK OF COURT

This matter came before me on June 7, 2011 for a hearing on the Defendants' Motions for Summary Judgment. The Plaintiff was represented by James Moss, Esquire. Defendant Leopardo was represented by David Black, Esquire; Defendant LCK was represented by Emily Gifford, Esquire from Columbia; Defendant Swamp Fox was represented by William Young, Esquire; and Defendant City of Beaufort was represented by William Harvey, Esquire. In addition to the arguments advanced by Plaintiff's counsel, at the Plaintiff's request, the Court also received testimony from Plaintiff Albert Jackson and his sister Valerie Jackson. For the reasons set forth below, I find there is no genuine issue of material fact, and the Defendants are therefore entitled to Summary Judgment.

This action was filed by the Plaintiff seeking damages against the Defendants for the value of a house allegedly demolished in connection with the construction of the Municipal Government Center by the City of Beaufort (City). The Plaintiff claims that he and his family owned the house



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and the Defendants wrongfully demolished the structure without notice or compensation. Defendants counter by alleging the City owned the lot on which the house was located, and the City was therefore justified in removing the house as part of the Municipal Center construction¹.

STANDARD OF REVIEW

Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP. To determine if any genuine issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the nonmoving party. *Sauner v. Pub. Serv. Auth. of S.C.*, 354 S.C. 397, 404, 581 S.E.2d 161, 165 (2003). Further, "in cases applying the preponderance of the evidence burden of proof, the nonmoving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-South Management, Inc.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

"The purpose of summary judgment is to expedite disposition of cases that do not require the services of a fact finder." *George v. Fabri*, 345 S.C. 440, 452, 548 S.E. 2d 868, 874 (2001). "Summary judgment is appropriate in those cases in which plain, palpable and undisputable facts exist on which reasonable minds cannot differ." *Priest v. Brown*, 302 S.C. 405, 408, 396 S.E.2d 638, 639 (Ct. App. 1990). "It is not sufficient that one create an inference that is not reasonable or an issue of fact that is not genuine." *Id.*

¹The Defendants consist of the City, and contractors working for and under the City, in the construction of the City's Municipal Government Center. Whereas each of the Defendants filed its respective Motion for Summary Judgment, the basis for each motion is the ownership by the City of the lot on which the house was located. At the hearing, all the Defendants joined in the argument and presentation of the City.



Once the moving party meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings but must come forward with specific facts showing there is a genuine issue for trial. Rule 56(e), SCRCF; *Boone v. Sunbelt Newspapers, Inc.*, 347 S.C. 571, 556 S.E.2d 732 (Ct. App. 2001). Specifically, Rule 56(e) states in pertinent part:

When a motion for summary judgment is made and supported as provided in this rule, and adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him.

"A court ordinarily will not consider statements of fact presented only in an attorney's argument in determining whether a genuine issue of material fact exists sufficient to preclude summary judgment." *West v. Gladney*, 341 S.C. 127, 135, 533 S.E.2d 334, 338 (Ct. App. 2000).

ANALYSIS

Plaintiff's verified complaint alleges that the Plaintiff "is the owner of the parcel of land located on Lovejoy Street, known as Lot 26, Higgonsville." The complaint further alleges that the residence which was demolished was located "on a lot shown with an address of 1907 Lovejoy Street."² Defendants presented plats, appraisals and other documents of record showing that the house in question was in fact located on lot 26 Higginsonville, 1907 Lovejoy Street. Although Plaintiff's counsel argued that the house may have been located on 1905 Lovejoy Street, he acknowledged that he could not produce any document of record showing that the house was

²At the hearing, Plaintiff's counsel made the statement that he had sent a letter to opposing counsel stating that the lot which he meant to reference was 1905 Lovejoy Street. However, no such letter was produced, there was no motion to amend the complaint, and no such motion was made at the hearing.

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located on 1905 Lovejoy Street. I find there is no genuine issue of material fact that the house in question was located on Lot 26 Higgonville, 1907 Lovejoy Street.

The parties submitted numerous documents at the hearing, all of which were marked as Court's exhibits. City presented a recorded deed wherein it purchased Lot 26 Higginsonville (Tax parcel 182) from Daniel Green on May 22, 2003. Since Daniel Green claimed title to the property as the sole surviving heir of William Jones, the City also filed a Quiet Title Action on February 19, 2004 (Civil Action No. 2004-CP-07-0349). In this action, a Guardian ad Litem was appointed to represent all "unknown party Defendants, resident or non-resident, who may be minors, *non compos mentis*, in the Armed Forces, or under any other disability." Service of process was effected by an Order of Publication, as well as service upon the GAL. Following a hearing, by Order dated September 24, 2004, the Beaufort County Master-in-Equity ruled as follows:

I hereby declare and order that, as of the date of his deed to the City of Beaufort, Daniel Green was seized and possessed of fee simple title to the subject real property described in the Complaint, free and clear of all encumbrances and claims of others, that he was empowered to and did in fact convey free and clear title to the City of Beaufort on March 22, 2003, and that Plaintiff City of Beaufort is the owner of the fee simple title to said property."³

Whereas Plaintiff presented tax receipts and other documents showing ownership of 1905 Lovejoy Street, no document was presented showing that the house in question was located on 1905 Lovejoy Street. Defendants admit that the Plaintiff may own 1905 Lovejoy Street. However, there is no evidence that the Defendants did any work or otherwise altered or damaged 1905 Lovejoy. The only evidence presented is that the house which was demolished is located on 1907 Lovejoy Street, and that City is, and has been the record owner of 1907 Lovejoy since 2003.

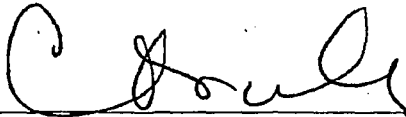
³There was no appeal of this Order, and Plaintiff has not initiated any proceeding or filed any motion to challenge this Order. As such, it is the law of the case.



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For these reasons there is no genuine issue of material fact as to the ownership of the lot and house that were cleared by the Defendants in connection with construction of the Municipal Government Center. Defendants cannot be held liable for demolishing a structure that the City owned. Summary Judgment for the Defendants must therefore be **GRANTED**.

AND IT IS SO ORDERED.



The Hon. Carmen T. Mullen
Circuit Court Judge

Beaufort, South Carolina

6.27, 2011



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FORM 4

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF BEAUFORT

CASE NO: 2010CP0705231

IN THE COURT OF COMMON PLEAS

Albert Jackson Jr vs. Leopardo Companies, Inc**CHECK ONE:**

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Non-suit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other:
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy: ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
- | | | | |
|------------------------------------|------------------------------------|------------------------------------|---------------------------------|
| ☐ Affirmed; | ☐ Reversed; | ☐ Remanded; | ☐ Other; |
|------------------------------------|------------------------------------|------------------------------------|---------------------------------|

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order ☐ Statement of Judgment by the Court:**Order Granting Summary Judgment**

Dated at Beaufort, South Carolina, this 23rd day of June, 2011.

Court Reporter:

S/ C. T. Mullen

PRESIDING JUDGE - Carmen T Mullen

This judgment was entered on the 23rd day of June, 2011, and a copy mailed first class this 18th day of July, 2011, to attorneys of record or to parties (when appearing pro se) as follows:

James H Moss

William B. Harvey III
David Shuler Black
Francis M Mack
William T Young III

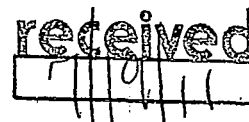
ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Melissa Kilby

SCRPC APP-24/FORM 4

Jerri Ann Roseneau - Clerk of Court



CERTIFICATE OF SERVICE

This is to certify that I have this date served a copy of the within and foregoing *Notice of Intention to Appeal & Appeal* upon opposing counsel:

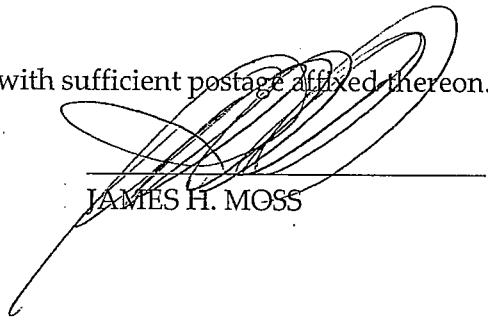
Francis M. Mack, Esquire
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Attorneys for LCK Construction Services, LLC

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Beaufort, South Carolina 29901-0040
Attorney for Leopardo Companies, Inc.

William T. Young, III, Esquire
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Attorney for Swamp Fox Utilities, LLC

William B. Harvey, III, Esquire
Harvey & Battey, P.A.
Post Office Drawer 1107
Beaufort, South Carolina 29901-1107
Attorney for the City of Beaufort

by placing a copy of same in the United States Mail with sufficient postage affixed thereon.



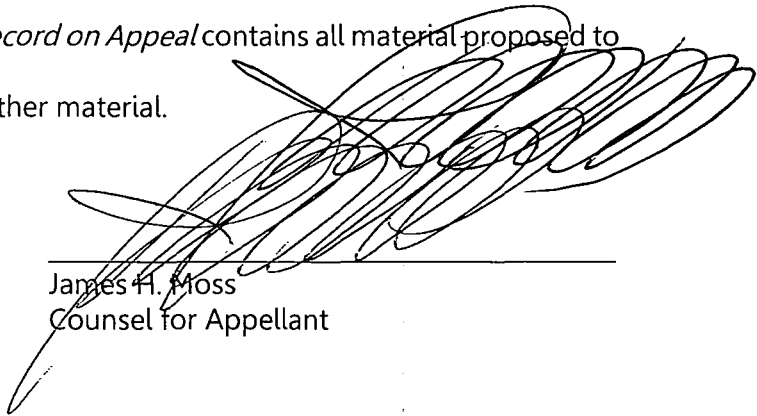
JAMES H. MOSS

Beaufort, South Carolina

July 29, 2011

CERTIFICATE OF COUNSEL

I, James H. Moss, Counsel of record for the Appellant herein, do certify, in accordance with the provisions of *Rule 210(g), SCACR*, that this *Record on Appeal* contains all material proposed to be included by any of the parties, and not any other material.



James H. Moss
Counsel for Appellant

Beaufort, South Carolina

August 30, 2012

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CERTIFICATE OF SERVICE

This is to certify that I have this date served a copy of the within and foregoing **RECORD ON APPEAL** upon opposing counsel:

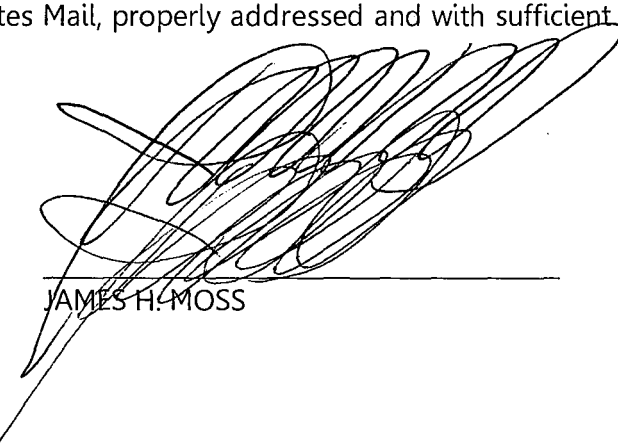
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JAMES H. MOSS

Beaufort, South Carolina

August 30, 2012

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CERTIFICATE OF SERVICE

This is to certify that I have this date served a copy of the within and foregoing **RECORD ON APPEAL** upon opposing counsel:

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JAMES H. MOSS

Beaufort, South Carolina

August 30, 2012

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SC Court of Appeals

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