

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**Appeal From Georgetown County
Court of Common Pleas**

Steven H. John, Presiding Circuit Court Judge

Case No. 2015 – CP – 22 -00483

Willie Singleton

Appellant.

V.

City of Georgetown Janet Grant,
Individually and as an employee of the
City, Ricky Martin, Individual, and as an
Employee of the City, Robert O'Donnell,
Individually and as Magistrate for the City
Of Georgetown,

Respondents

RECORD ON APPEAL Volume 1

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STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT
) C/A No. 2015-CP-22-00483

Willie Singleton,

Plaintiff,

vs.

City of Georgetown, Janet Grant,
Individually and as an employee of the
City, Ricky Martin, individually and as
An employee of the City, Robert O'Donnell,
Individually and as Magistrate for the
City of Georgetown,

Defendants.

**MEMORANDUM IN SUPPORT
OF DEFENDANTS' MOTION
FOR SUMMARY JUDGMENT**

Defendants have moved for an Order pursuant to S.C.R.C.P. 56, granting summary judgment in their favor, upon the grounds that there are no disputed issues of material fact that would entitle the Plaintiff to any relief against the Defendants. Pursuant to the arguments and legal authority as set forth below, Defendants respectfully submit that they are entitled to the entry of judgment in their favor as a matter of law.

FACTUAL BACKGROUND

On January 15, 1993, the Plaintiff entered into a five-year lease for two pieces of property at a rate of \$250 a month from Mr. Alex Alford. These properties were Georgetown tax parcels No. 5-22-26 and 5-22-27. In 1995, the Plaintiff entered into a contract wherein he would buy the properties over a period of time for \$40,000. The Plaintiff made a down payment of \$8,000 for these properties with a provision that he would pay \$250 a month until the remaining balance of \$32,000 had been paid. The Plaintiff testified that Mr. Alford retained Defendant O'Donnell to prepare the contract. (Exhibit A, Plaintiff's depo., p. 7, l. 8- p. 10, l. 12)

The Plaintiff claims he paid Mr. Alford under the contract terms until Mr. Alford's death, at which time he began to pay Mr. Alford's widow, Cleo Alford. The Plaintiff believed that Ms. Alford was paying taxes on both properties. In 2003, tax parcel No. 5-22-27 was sold at a tax delinquency sale. The Plaintiff alleged that this tax parcel was not in Ms. Alford's name, but in her son's name, and she inadvertently failed to pay the taxes on it. The Plaintiff did not realize Ms. Alford no longer owned the property and continued to pay her until 2005 when he had paid off the remaining balance due. After he made the last payment, Ms. Alford conveyed lot No. 5-22-26 to him. However, the Plaintiff later discovered that the deed inaccurately described the lot as smaller than originally negotiated. In 2007, the Appellate had Ms. Alford execute a quitclaim deed for the remaining portion of the lot, so that the Plaintiff owned all of 5-22-26, though the tax records continue to show the property as two parcels. The Plaintiff was never given the deed to lot 5-22-27. (Exhibit A, Plaintiff's depo., p. 10, l. 24- p. 20, l. 25)

Defendant Grant testified she sent the Plaintiff a series of letters regarding the overgrowth on his lot beginning on April 24, 2009. (Exhibit B, Grant's depo., p. 48, ll. 19-25) The Plaintiff acknowledges receiving some of these letters, specifically the letters dated July 28, 2010 and September 16, 2010, but indicates he does not know if he received them all. (Exhibit A, Plaintiff's depo., p. 26, ll. 1-8- p. 28, ll. 8-13)

The Plaintiff specifically acknowledges receiving Defendant Grant's July 28, 2010 letter indicating that he had an overgrown lot, stating "grass need cutting from front property line to rear property line and a dilapidated structure need to be removed." She requested that he clean the lot of debris and litter by August 20, 2010. (Exhibit C, Grant July 28, 2010 letter)

At some point prior to the final letter on September 16, 2010, the Plaintiff had a conversation with the City and informed them that he did not intend to clear his lot. (Exhibit A,

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Plaintiff's depo. p. 26, l. 11- p. 27, l. 4; p. 30, l. 16- p. 31, l. 2) On September 16, 2010, Defendant Grant sent the Plaintiff an additional letter regarding "excessive overgrowth on property (rear, side and front areas) and a dilapidated structure." She extended the Plaintiff's deadline to remedy the property condition until October 16, 2010. Accompanying her letter was Uniform Ordinance Summons No. 1295. The Summons identified a violation of Article II of Public Nuisance Section 11-26 by way of "excessive overgrown lot with dilapidated structure." The bond amount issued was \$1092.50, which reflected a fine of \$500 and court fees. The Summons set a trial date of October 21, 2010. (Exhibit D, Grant September 16, 2010 letter; Exhibit E Summons; Exhibit B, Grant depo., p. 52, ll. 5-10) Defendant Grant testified that the Plaintiff had an opportunity to clean the property before trial and, if he had done so, she would have dropped the summons. (Exhibit B, Grant depo., p. 48, l. 19- p. 49, l. 5) Again, the Plaintiff acknowledged being aware of this letter and the summons. (Exhibit A, Plaintiff's depo., pg. 29, l. 2- p. 30, l. 10)

The Plaintiff appeared at the municipal court hearing and requested a jury trial. (Exhibit A, Plaintiff's depo., p. 31, ll. 7-14) The case was continued to accommodate his request. The Case was subsequently set for January 10, 2011 and then set again for April 4, 2011. During this time, the Plaintiff filed a complaint with the South Carolina Department of Labor and Licensing (LLR) against Defendant Grant. The Plaintiff requested the case be continued until the resolution of his LLR complaint. (Exhibit A, Plaintiff's depo., p. 33, l. 14- p. 34, l. 7) The Plaintiff's LLR complaint against Defendant Grant was determined by LLR to be unfounded. (Exhibit B, Grant's depo., p. 60, l. 19- p. 61, l. 2) The trial went forward on July 13, 2011. The Plaintiff did not appear and was tried in his absence. He was found guilty and assessed the fine

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of \$1,092.00 dollars. (Exhibit A, Plaintiff's depo., p. 36, ll. 1-11; Exhibit F, Municipal Trial Transcript; Exhibit G, 12/13/10 pictures of Plaintiff's property)

Following his conviction, the Plaintiff served his notice of appeal on July 29, 2011. The South Carolina circuit court held a hearing on his appeal on April 12, 2013. Following the hearing, the circuit court affirmed his conviction. The Plaintiff subsequently appealed to the South Carolina Court of Appeals. The Court of Appeals found that the Plaintiff had failed to appeal his municipal ruling within the allotted ten days. The Court of Appeals further held that because the Plaintiff's original appeal to the circuit court was untimely, the circuit court lacked appellate jurisdiction over the appeal. As a result, the circuit court's order was vacated for lack of appellate jurisdiction due to the untimely service of the initial appeal and the conviction was reinstated (Exhibit H, South Carolina Court of Appeals Opinion)

PROCEDURAL HISTORY

Plaintiff filed a Complaint with this Court on May 14, 2015, and included eight causes of action, including: wrongful takings, condemnation, due process, §42 U.S.C. 1983, and selective enforcement claims. As the Complaint included a claim pursuant to §42 U.S.C. 1983 and alleged violations of Plaintiff's constitutional rights, Defendants filed a Notice of Removal to Federal District Court on July 6, 2015. Defendants filed a Motion for Summary Judgment on June 1, 2016. Thereafter, on February 13, 2017, the United States District Court granted Defendants' motion for summary judgment as to the §42 U.S.C. 1983, equal protection, procedural due process, and substantive due process claims. (Exhibit I, United States District Court Order)

The Order noted that Plaintiff conceded that there was no viable takings claim and there had been no condemnation of the Plaintiff's structure. *Id.* Further, the Federal District Court found it "difficult to ascertain if Singleton alleg[ed] any state law causes of action in the

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Though the Plaintiff's Complaint does not appear to raise any state law causes of action, in the even this Court interprets one of his allegations to be a state law cause of action, Defendants seek dismissal of the same under the South Carolina Tort Claims Act. The South Carolina Tort Claims Act prevents the Plaintiff from suing the Defendants in their individual capacity. The Tort Claims Act "is the exclusive civil remedy available for any tort committed by a governmental entity, its employees, or its agents except as provided in § 15-78-70(b)." Wells v. City of Lynchburg, 331 S.C. 296, 302, 501 S.E.2d 746, 749 (Ct. App. 1998). The South Carolina Tort Claims Act § 15-78-70 says that an employee acting in the course of the scope of his employment cannot be held individually liable. As a result, Plaintiff's state law causes of action are governed by the South Carolina Tort Claims Act.

§ 15-78-70. Liability for act of government employee; requirement that agency or political subdivision be named party defendant; effect of judgment or settlement.

(a) This chapter constitutes the exclusive remedy for any tort committed by an employee of a governmental entity. An employee of a governmental entity who commits a tort while acting within the scope of his official duty is not liable therefore except as expressly provided for in subsection (b).

(b) Nothing in this chapter may be construed to give an employee of a governmental entity immunity from suit and liability if it is proved that the employee's conduct was not within the scope of his official duties or that it constituted actual fraud, actual malice, intent to harm, or a crime involving moral turpitude.

Code 1976 § 15-78-70.

Clearly, Defendants' interactions with the Plaintiff occurred during the scope of their employment and/or official positions with the City of Georgetown and consequently, they are protected from individual liability by § 15-78-70 (a). Further, § 15-78-60 (4) states that governmental entities are not liable for losses resulting from the execution, enforcement or implementation of an ordinance

complaint", and remanded the case back to state court. Id. Because the District Court granted summary judgment as to the §42 U.S.C. 1983, equal protection, procedural due process, and substantive due process claims, and Plaintiff conceded the takings and condemnation claims, it is Defendants' position that all causes of action were disposed of. However, if this Court finds there are any remaining state law claims, Defendants now move for summary judgment.

STANDARD OF REVIEW

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Baird v. Charleston County, 333 S.C. 519, 529, 511 S.E.2d 69, 74 (1999). In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. Manning v. Quinn, 294 S.C. 383, 365 S.E.2d 24 (1988).

Although the burden is on the party seeking summary judgment, the non-moving party must make a showing sufficient to establish the existence of an element on which it will bear the ultimate burden of proof at trial; otherwise, the failure of proof concerning an essential element of the case necessarily renders all other facts immaterial. Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986) (emphasis added). A party cannot rest on the mere allegations in his complaint. Nor can a party escape summary judgment on the mere hope that something will develop later at trial or by remaining silent and later claiming additional facts supporting the cause of action. Hammond v. Scott, 268 S.C. 137, 232 S.E.2d 336 (1977).

ARGUMENT

- I. If there are any remaining state law claims, these claims are governed by the South Carolina Tort Claims Act, and as such, Defendants cannot be held liable.

SECTION 15-78-60. Exceptions to waiver of immunity.

The governmental entity is not liable for a loss resulting from:

- (1) legislative, judicial, or quasi-judicial action or inaction;
- (2) administrative action or inaction of a legislative, judicial, or quasi-judicial nature;
- (3) execution, enforcement, or implementation of the orders of any court or execution, enforcement, or lawful implementation of any process;
- (4) adoption, enforcement, or compliance with any law or failure to adopt or enforce any law, whether valid or invalid, including, but not limited to, any charter, provision, ordinance, resolution, rule, regulation, or written policies;
- (5) the exercise of discretion or judgment by the governmental entity or employee or the performance or failure to perform any act or service which is in the discretion or judgment of the governmental entity or employee;

In the case at hand, Plaintiff's claims stem from Defendants enforcement of the City of Georgetown Public Nuisance ordinance. As such, Defendants' actions fall within the enumerated exceptions to waiver of governmental immunity, and therefore, are not liable.

Moreover, where any state law claims have been brought against a governmental entity and its officers and employees, the action is governed by the South Carolina Tort Claims Act's two-year Statute of Limitations See, S.C. Code Ann. §15-78-10, *et. seq.* (1976 as amended). Pursuant to §15-78-110, any Action brought pursuant to or under the Tort Claims Act is forever barred unless the action is commenced within two years after the date the loss was or should have been discovered. Id. In the case at bar, the statute of limitations began to run when the Plaintiff received the Summons on September 17, 2010. This case was not filed until May 14, 2015, which was four and half years after the initial ticket and nearly four years after his July 13, 2011 conviction. As a result, this case should be dismissed for violating the statute of limitations.

II. Any state law claim based on the issuance of the Summons No. 1295 is barred by the doctrine of res judicata.

To the extent that any of Plaintiff's remaining causes of action are based on the issuance of the Summons, these claims are barred by res judicata because there has already been a final

judgment regarding the Summons. The doctrine of res judicata is "a final judgment on the merits bars further claims by parties or their privies based on the same cause of action." Andrews v. Daw, 201 F.3d 521, 524 (4th Cir. 2000) (quoting Montana v. United States, 440 U.S. 147, 153, 99 S.Ct. 970, 59 L.Ed.2d 210 (1979)). In order to establish res judicata, a defendant must prove the following three elements: (1) identity of the parties must be the same; (2) the same subject matter as the prior litigation; and (3) adjudication of the issue in the former suit. Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999).

Here, all of the elements establishing res judicata are present. The first element is met as the parties are the same in this litigation as they were in the municipal trial for the Summons. Secondly, the subject matter is the same, as any allegations regarding the issuance of the Summons both deal with the Summons, which was previously litigated in the municipal trial on July 13, 2011. Lastly, there was adjudication in the former litigation, as Plaintiff was found guilty in the municipal court and assessed the fine of \$1,092.00 dollars. Accordingly, although Defendants deny any outstanding causes of action, any claims related to the issuance of the Summons are barred by the doctrine of res judicata.

CONCLUSION

Based on the foregoing, Defendants request that the Court grant summary judgment as to all causes of action and that this action be dismissed with prejudice.

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Building and Planning Department
120 N. Fraser Street
Georgetown, SC 29440
Phone# 843-545-4010

December 6, 2011

Richard Izzard
1908 Front Street
Georgetown, SC 29440

RE: Dilapidated Structure

Dear Richard Izzard:

The structure located on Front Street TMS# 05-0018-175-00-00 is in the condition where it may endanger life or health. The City of Georgetown is requesting you to demolish or repair this structure to comply with our City Ordinance Article II Public Health Nuisance. We are requesting you to comply by December 30, 2011; Article II Section 11-41.

City Code allows for a court summons and fines to be issued when a property /business is determined by the Code Enforcement Officer to be in violation of a city code.

If this property has been brought into compliance prior to receiving this letter, please disregard. Thank you in advance for your cooperation. If you have any questions please call Janet Grant @ 843-545-4010.

Respectfully,

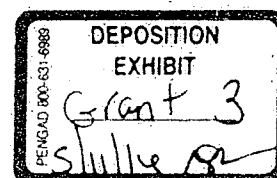
Janet Grant

Janet Grant
Code Enforcement

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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

WILLIE SINGLETON	)	
	)	C.A. 2:15-2579-DCN
Plaintiff,	)	
	)	
v.	)	
	)	
CITY OF GEORGETOWN,	)	
JANET GRANT, individually and	)	
as an employee of the City	)	
RICKY MARTIN individually and as an	)	
Employee of the City,	)	
ROBERT O'DONNELL, individually and	)	
as magistrate for The City of Georgetown.	)	
	)	
Defendant.	)	
_____	)	

**PLAINTIFF'S AMENDED RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT**

The Plaintiff hereby responds in opposition to the Defendant's Motion for Summary Judgment:

I. PROCEDURAL HISTORY

The Plaintiff filed this case on May 14, 2015 alleging Eight causes of action. The various causes of action are related to the Defendants actions against the Plaintiff regarding property located at Merriman Road. The Defendants removed the case to Federal Court. The parties conducted discovery. The Defendants' filed their Motion for Summary Judgment on June 1, 2016. The Plaintiff filed a response to the Defendant's Motion for Summary Judgment on July 11, 2016. The Court issued an order dismissing the Plaintiff's 1983 causes of action and remanded the State Causes of Action. The Defendant refiled the Motion for Summary Judgment regarding the Defendant's State Causes of Action with the State Court. The Plaintiff hereby files his response

to the Defendant's Motion for Summary Judgment filed in State Court. The Plaintiff's Remaining causes of action as set forth in the Plaintiff's complaint are inverse condemnation, Takings violations, and selective enforcement/Malicious Prosecution Claim in violation of South Carolina Law. The Defendants contend that if there are any further South Carolina Law Claims they should be dismissed based on South Carolina Torts Claims Act and Res Judicata. The Defendants arguments are in error. The only remaining cause of action is a negligence claim on the part of the Defendants.

II. STANDARD OF REVIEW

The Defendant has set forth an argument that all of the Plaintiff's causes of action should be dismissed based on the Defendant's perception of the Plaintiff's case. The Defendant has failed to set forth fact in a light most favourable to the Plaintiff as is required by the law. Summary Judgment is the means by which parties can request dismissal of cases that may not meet the legal requirements of the cause of action set forth in the party's complaint. Summary Judgment is only appropriate when the both requirements of Rule 56(c) have been met. It is clear from *Celotex Corp* that the moving party must meet both burdens in order to be granted the derisive and final rendering decision of summary judgment.¹ First the moving party must show that the record including depositions, written discovery, and affidavits if submitted show that there is no genuine issue of material fact. A genuine issue of material fact is where a genuine dispute is shown to exist if sufficient evidence is presented such that a reasonable fact finder could decide the issue in favor of the non-moving party.²

¹ *Celotex Corp. v. Cartrett*, 477 U.S. 317, 106 S.Ct. 2584, 91 L.E2d 265, 274 (1986).

² A genuine dispute is shown to exist if sufficient evidence is presented such that a reasonable fact finder could decide the issue in favor of the non-movant. *Sweats Fashions, Inc. v. Pannill Knitting Co.*, 833 F.2d 1560, 1562 (Fed.Cir.1987). In other words, a motion for summary judgment is properly granted only, "If the pleadings, depositions, answers to interrogatories, and admissions

The burden of presenting that the record contains no genuine issue of material fact is a high one and must not be merely assumed by the Court to have been met simply because the moving party has made a Motion for Summary Judgment. Furthermore, Summary Judgment should be granted *only* where it is perfectly clear that no issue of fact is involved and inquiry into the facts is not desirable to clarify the application of the law.³

An issue of material fact is defined as genuine if a reasonable jury could return a verdict for the non-moving party based on the facts presented on the element at issue.⁴ If, and only if the moving party has shown that no genuine issue of material fact exists in the record as it stands at the time of the hearing⁵ it may then go on to attempt to satisfy its second burden of proof. The second burden of proof for the moving party is met only if the moving party shows that the record (in which no genuine issues of material fact exist), even if read in a light most favorable to the non-moving party, affording the non-moving party every factual and legal inference in its favor as required in *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986), presents a factual scenario

on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *A.B. Chance Co. v. RTE Corp.*, 854 F.2d 1307, 1310 (Fed.Cir.1988). If the moving party satisfies its burden, summary judgment must be granted unless the non-movant presents evidence sufficient to establish the existence of a genuine issue of material fact. See *SRI Int'l v. Matsushita Elec. Corp.*, 775 F.2d 1107, 1116 (Fed.Cir.1985). To establish the existence of a genuine issue of material fact, the non-movant "must point to an evidentiary conflict in the record; mere denials or conclusory statements are insufficient." *Id.* (citing *Barmag Barmer Maschinenfabrik AG v. Murata Mach.*, 731 F.2d 831, 836 (Fed.Cir.1984)). Whether the above standards for summary judgment have been met and whether the procedural and substantive law was correctly applied by the district court is reviewed de novo by this court. *Mingus Constructors, Inc. v. United States*, 812 F.2d 1387, 1390 (Fed.Cir.1987).

³ *Charbonnages de France v. Smith*, 597 F.2d 406, 414 (4th Cir. 1979).

⁴ *Anderson v. Liberty Lobby, Inc.* 477 U.S. 242, 106 S.Ct. 2505, 91 L.ed.2d 202, 212.

⁵ Of course, each party has the right, pursuant to Rule 6(d) of the Federal Rules of Civil Procedure, to introduce affidavits up until one day before the hearing date.

which cannot support the non-moving party's legal position and which must, as a matter of law, be resolved in favor of the moving party.⁶

If the Court is satisfied that the moving party has established that there is no genuine issue of material fact in the record, and that, when read in a light most favorable to the non-moving party, the facts support only a decision for the moving party as a matter of law, then the burden shifts to the non-moving party. The non-moving party's burden is to point to specific facts in the record, which, if read in a light most favorable to the non-moving party, would show a genuine issue of material fact to exist for trial.⁷

Alternatively, the non-moving party may argue that the facts, though they may not pose a genuine issue of material fact, do not present a factual pattern which warrants a decision for the moving party as a matter of law. If there appears to be no genuine issue of material fact, but the fact pattern does not squarely fit the moving party's case under existing law (all legal inferences being drawn in light most favorable to the non-moving party) the Court should deny the moving party's motion. In such a case, it would be for the finder of fact to apply the law to the facts and determine the outcome of the case at issue.

In essence, it is the moving party's Motion, which identifies the essential elements of the claim that are being challenged. The non-moving party then need only respond to the specific attacks of the Moving party, by pointing out facts on the record which would create genuine issues of material fact as to the challenged elements, rather than being required to prove each and every element of its claim at the Summary Judgment stage. In the circumstances here, the Court should not grant the Defendants motion for Summary Judgment because the fact pattern submitted to the

⁶ *Fed.R.Civ.P.* 56(c).

⁷ *Celotex*, 91 L.ED.2d at 274, 275.

Court does not squarely fit in to moving party's case under existing law (all legal inferences being drawn in light most favorable to the non-moving party). In this case, it is for the finder of fact to apply the law to the facts and determine the outcome of the case at issue. The Defendants have failed to present the facts in a light most favorable to the Plaintiff, failed to submit fact situations where there is no genuine issue of material fact and failed to present evidence that the Defendant is entitled to judgment as a matter of law.

III. STATEMENT OF FACTS

The Defendant has presented a very limited statement of facts that are highly favorable to the Defendant which is in direct contradiction to the law regarding Summary Judgment. The facts presented to the Court must be in a light most favorable to the non-moving party which would be the Plaintiff in this case. The Plaintiff hereby does so:

1. In the 1990's Robert O'Donnell was the Attorney for Alex Alford, Sr. The Plaintiff leased two lots from Mr. Alex Alford, Sr consisting of Tax parcels 5-22-26 and 5-22-27. At the time there was a commercial building sitting on the two lots with a home on each piece of property. The Defendant Robert O'Donnell prepared the legal documents relating to the lease. Mr. O'Donnell prepared the lease and filed with the Court.⁸ The lease was dated January 15, 1993.⁹
2. Alford agreed to sell Willie Singleton the two lots consisting of tax parcels 5-22-26 and 5-22-27 and also contained a commercial building and two homes, which sat on the property located at the corner of Merriman Road and Emmanuel Street in the City of Georgetown.

⁸ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit, Exhibit 4 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Exhibit 4 O'Donnell Deposition Exhibits, Exhibit 3.

⁹ Exhibit 2 to Plaintiff's Response in Opposition to defendant's Motion for Summary Judgment, Lease Agreement.

The property and buildings was sold under a contract for sale. Attorney Robert O'Donnell prepared the legal documents relating to the contract of sale and the contract was executed by attorney Robert O'Donnell in 1995, however at that time, attorney O'Donnell did not file the contract of sale with the Court. In reading the contract of sale, it is clear that the contract sold tax parcels 5-22-26 and 5-22-27. The contract also has a legal description of the property as well that bears out this statement.¹⁰ The contract for sale was dated April 10, 1995. The contract set forth:

"That the Seller have and by these presents do hereby covenant and agree to sell and convey unto the Buyer the following described premises, to wit:
ALL those certain pieces, parcels or lots of land situate, lying and being in the City and County of Georgetown, State of South Carolina, in Tax District No. Five known and designates as tax parcels number 5-22-26 and 5-22-27 which in the aggregate measuring, contained, Butting and Bounds as follows: To the Northeast, a total distance of 125 feet more or less on tax parcel number 5-22-25 now or formerly the lands of Leroy Lincoln; to the Southeast a distance of 250 feet more or less on Merriman Road; the Southwest a total distance of 165 feet more or less on Emmanuel Street; to the Northwest a distance of 220 feet more or less on T.M.S. No. 5-22-28, now or formerly lands of Nathaniel Brave.
These being lands heretofore acquired by Alex Alford,
Seller, by various transfers including the deed from Richard A. Watson dated January 17, 1947, in Deed Book 1 as of January 18, 1947 in Deed Book L-3 at Page 808.

for the total purchase price of Forty Thousand and no/100 (\$40,000.00) Dollars, payable as follows: Eight Thousand and no/100 (\$8,000.00) Dollars as of the date of the signing of this Contract of Sale and the remaining balance of Thirty-Two thousand no/ 100 (\$32,000.00) Dollars payable in equal successive monthly installments commencing one month from the date of this contract in the amount of Two Hundred and Fifty (\$250.00) Dollars per month for a total of one hundred and twenty-eight such monthly installments, with interest only after maturity or upon delinquent payments computed at the rate of ten percent (10%) per annum.

The Buyer, in consideration of the sale of the above-described premises, has and by these presents does covenant and agree to make the payments herein as stated. IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. That the Buyer is to have possession of the premises above described from and

¹⁰ Exhibit 2 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Contract for Sale.

after date hereof,

2. That the Buyer, in addition to making the installments on the purchase price for said premises as aforesaid, agree to pay all taxes, City, County, State or otherwise and such other public assessments as may be made, against the premises from and after the date hereof; further, that upon failure of the Purchaser to pay the same when due, the Sellers nay pay such taxes and/or assessments

and add them to the unpaid balance due on this purchase Contract, collecting the same together with interest at the rate of ten (10%) percent per annum from date of said payment until collected

3. That the Buyer may at any time anticipate the deferred installments due and payable hereunder, by payment of the entire unpaid balance or any portion thereof, together with accrued interest to the date of such payment, and upon payment of the balance due on the purchase price, Seller shall make, execute and deliver unto the Buyer a fee simpler general warranty deed of the premises subject to any taxes outstanding against the premises with the Purchaser paying the customary closing costs allocated to purchasers, and the seller paying closing costs customarily paid by sellers, including documentary stamps upon the deed, prepared for that purpose.

4. Purchaser shall not assign this Contract without the express written consent. of 'the Seller.

5. That all payments accruing hereunder shall be made to ALEX ALFORD, his Heirs or Assigns, at 154 Merriman Road, Georgetown, South Carolina, 29440, or such other place as may be designated in writing by the Seller, his Heirs or Assigns.

6. That, upon default in the payment of any monthly installment becoming due and payable hereunder, for a period of twenty (20) days or more, or upon default in the repayment of taxes or insurance premiums that the sellers may pay to protect their interests, or erect to pay because of Buyers failure to do so within thirty (30) days after demand for repayment in writing is made by the Sellers to the Buyer, the sellers may, at their option, declare the unpaid balance of the said obligation hereinafter, including any payment made for taxes and insurance premiums due and

payable at once, and upon written notice of the exercise of this election to declare the entire obligation as set forth herein due and payable at once and upon the failure of the Buyers to pay said obligations within fifteen (15) days of written notice thereof, the Seller may repossess the said premises without obligation to remit any portion of the purchase price theretofore paid, together with any taxes or other expenses paid by the Buyer; said amounts previously paid by Buyer being mutually declared by the parties as reasonable rent for use and occupancy of the premises as of the date of default.

7. It is further understood and agreed that the Sellers shall apply any payment made pursuant to this Contract against any indebtedness encumbrance or liens whatsoever against the subject premises, and in the event Sellers fail to so apply these payments, Buyer shall make any payments against liens or encumbrances heretofore established and shall be credited for such payments under the terms of this Contract. Further, Buyer agrees to maintain

liability insurance on the premises naming Sellers as loss payee or additional insured, and to hold harmless the Seller in the event that any person whatsoever should institute any action of any kind against the Sellers for any injury or harm resulting from any act of commission or omission occasioned while on the premises, and to indemnify the Sellers for any costs incurred as a result of any such action. Buyer shall maintain fire, windstorm or other appropriate coverage upon the subject premises in an amount that shall never be less than the principal balance due on the existing Mortgage of Real Estate, and said policies shall name Sellers as loss payees.

8. In case the property herein referred to is destroyed wholly or partially by fire or other casualty, Buyers shall have the option for ten days thereafter of proceeding hereunder, with an agreed adjustment in the purchase price, or of terminating this Agreement and being repaid all amounts paid hereunder.

9. This sale is conditioned upon building being sold "as is", and no warranty whatsoever, express or implied, has been given by the Buyer. No repairs are to be made by the Sellers whatsoever.

10. It is further understood and agreed that this Contract and any all terms and provisions shall be binding upon the parties hereto, jointly and severally, and shall be binding upon their respective heirs, assigns, executors, administrators, successors and

IN WITNESS WHEREOF

and seals this the day,"¹¹

3. Alex Alford died in 1996. Alex Alford probated the will of Mr. Alford, Sr. O'Donnell prepared the deeds of distribution for the property.¹² O'Donnell transferred tax parcel 5-22-27 to Alex Alford, Jr. O'Donnell took tax parcel 5-22-26 and held in trust by placing it in the names of Mr. Alex Alford, Jr. and Mrs. Cleo Alford.¹³
4. The Plaintiff became the power of Attorney for his Julia Ruth Thomas.¹⁴

¹¹ *Exhibit 5 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Deposition of Willie Singleton, Exhibit 1.*

¹² *Exhibit 4 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, O'Donnell Deposition Transcript.*

¹³ *Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.*

¹⁴ *Willie Singleton v. City of Georgetown, Case No. 2009-CP-220325.*

5. On March 17, 2002 Alford defaulted on taxes and the property was sold in a tax sale. A tax deed was issued and the property was transferred.¹⁵
6. After 5-22-27 was sold at tax sale. O'Donnell created 2 lots from 5-22-26. The new lot did not comply with the City of Georgetown Zoning Ordinance and was substandard, non-buildable lot.¹⁶ O'Donnell did not receive approval for the division/no survey/ no approval from Planning and Development or approved by the Planning Commission.¹⁷ The tax office accepted added tax parcels 5-22-26-00 and 5-22-26-01.¹⁸ O'Donnell committed ethical misconduct and the conspiracy began. O'Donnell is the Municipal Judge for the City of Georgetown.¹⁹ O'Donnell then committed the illegal act of fraud by preparing 1 deed for the newly created tax parcels 5-22-26-00 and 5-22-26-01. Without the uses of a surveyor attorney O'Donnell simply made up a legal description or one lot and did not change the legal description of the other lot without the use of terms like "this lot runs so many fee, in a direction then adding the degrees, mins and seconds" to the deed.²⁰ The Foundation of any title to property is the legal description to that property. When you look at what was done in this case, you see that attorney O'Donnell took the contract of sale

¹⁵ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit, Exhibit 2.

¹⁶ Exhibit 4 part 2 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, O'Donnell Deposition, Exhibit 2.

¹⁷ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit, Exhibit 2.

¹⁸ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit, Exhibit 2.

¹⁹ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Willie Singleton Affidavit.

²⁰ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit, Exhibit 2.

which had one legal description that he just made up all on his own.²¹ That's fraud anyway you look at it. That's gross negligence any way you look at it. That's actual malice anyway you look at it. That's intent to harm any way you look at it. That's also a criminal act any way you look at it. O'Donnell then took the next step and transferred the newly created tax parcel 5-22-26-01. With the made up legal description to Mr. Singleton. The property that was transferred to Mr. Willie Singleton to satisfy the contract of sale was a little less than one third of the original lot 5-22-26 and the other 2/3rd of the original property 5-22-26 remained in the name of Mrs. Cleo Alford.²²

7. Factual difference from Defendants' statement of Facts-Lot 5-22-26 was never conveyed to the Plaintiff.²³
8. On March 7, 2007, the Plaintiff sent a letter to the Defendant, Attorney Robert H. O'Donnell. The letter set forth the following:

"RE: PROPERTY AT THE CORNER OF MERRIMAN ROAD AND EMANUEL STREET
Dear Robbie,

"I have a problem that only you can resolve. As you are aware, back in 1995 your law firm prepared a "Contract for Purchase and Sale of Real Property" for Mr. Alex Alford. This "Contract for Purchase and Sale of Real Property" was for the property located at the corner of Merriman Road and Emanuel Street in the City of Georgetown. Under the legal description, the property was designated as tax parcel number 5-22-26 and tax parcel number 5-22-27. I can give you a more detailed description but I am sure that you have it in your records. If you are unable to find it, let me know and I will give you a copy of my "Contract for Purchase and Sale of Real Property". You are also aware that I satisfied the terms of the 1995 "Contract for Purchase and Sale of Real Property" and your law firm prepared the

²¹ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit, Exhibit 2.

²² Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit. Exhibit 4 part 2, O'Donnell Deposition Exhibits, Exhibit 1. Exhibit 4 part 2, O'Donnell Deposition Exhibits, Exhibit 2. Exhibit 4 part 2, O'Donnell Deposition Exhibits, Exhibit 3. Exhibit 5 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Deposition of Willie Singleton, Exhibit 2.

²³ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.

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deed to a piece of property with the understanding that it was the property named in the legal description on the 1995 "Contract for Purchase and Sale of Real Property" and that "Title To Real Estate" was filed November 2005 in deed book 1757 on page 217. I am in the process of developing tax parcels 5-22-26 and 5-22-27 {the property listed on the contract for purchase and sale of real property} for a commercial project. After spending monies for developing the Architectural drawings, the engineering drawings, along with consultant fees, some loan origination fees, and commissioning a \$2,000.00 commercial appraisal, I discovered that I did not own tax parcel 5-22-26 nor parcel 5-22-27. It appears that the documents {Title To Real Estate} prepared by your law firm is for tax parcel 05-0022-026-01-00 and that is a 40' x 100' more or less {this is based on the legal description given on the Title To Real Estate} It also appears that tax parcel lot was created sometime after 1996 and it appears to be a portion of tax parcel 5-22-26 or 05-0022-026-00-00. It appears that was the only property transferred to me by deed in 2005. I am informed and believe that tax parcel 05-0022-026-00-00 is property that belongs to me, but is property that was transferred to Mrs. Cleo B. Alford, on July 1, 1996 by deed by your law firm and is located in deed book 708 on page 252. I am informed and believe that tax parcel 05-022-027-00-00 is property that was transferred to Mr. Frank Swinnie, on December 19, 2003 by deed and is located in deed book 1472 on page 128. I understand that Mr. Alex Alford died in 1996 and his ownership in the property ended with his death, but the "Contract for Purchase and Sale of Real Property" between him and I was still in effect. It appears that both parcels of land described in the "Contract for Purchase and Sale of Real Property" to me were transferred to others while under contract of sale to me. It's my understanding that your law firm prepared the legal documents for that. It appears that neither of the parcels that I bought after satisfying the "Contract for Purchase and Sale of Real Property" transferred to me. The legal descriptions and tax map numbers do not match. Like I said, I have a problem that only you can resolve. At this point I have incurred some out of pocket expenses trying to develop property that I own, or should own, but it's in the name of others based on the legal documents before me. The expenses incurred to date are for development services and are expenses for service that I can still use if I can use the property without delay. However, if I cannot lock in the interest rate on that commercial loan and it goes up one point, that adds an additional \$441.00 per month to the payment. That's about \$5,532.00 a year. Now over the 20-year life of the loan we are talking an additional \$110,640.00 give or take a few dollars, and that's enough money to get my attention. The reason I turned to you is simple. The majority of the legal documents and factual records relating to the contract for purchase and sale of real property and the subsequence transferring of that property to others that got me in this dilemma were documents generated by your law firm. Therefore, I would like for you to resolve this problem. Please respond to me in writing within five (5) business day and tell me of your willingness or un-willingness to resolve this problem. If you need to talk with me by phone you can call me at (843) 344-3101, but even with a phone conversation, I would still need that written document from

you. As always I look forward to your response. I remain very truly yours.”²⁴

9. On February 3, 2008 a consent order was entered into by Steven Stack a building official of the City of Georgetown and the City of Georgetown.²⁵ The Consent Order set forth the following:

IN THE MATTER OF STEPHEN STACK
CITY OF GEORGETOWN BUILDING OFFICIAL
POST OFFICE BOX 939
GEORGETOWN SC 29442
CASE NO. 2007-11

Respondent is licensed as a provisional building official (BCO. 2047) in South Carolina and was so licensed at all times relevant to the matters asserted in this case. The Council has jurisdiction over the Respondent and the subject matter herein.

In April 2007, the Respondent demolished a residential structure that was owned by Willie Singleton at 1929 Front Street, Georgetown, South Carolina

The respondent failed to follow the provisions of the South Carolina Code of Laws as required to demolish (tear down) the structure.

Respondent waives any further findings of fact with respect to this matter.

CONCLUSIONS OF LAW

Respondent further admits that as a result of the previous admissions herein, Respondent has violated S.C. Code of Laws Section 31-15030(1976, as amended). Respondent waives any further conclusions of law with respect to this matter.

THEREFORE, IT IS ORDERED WITH RESPONDENT'S CONSENT THAT

1. Respondent is herein issued a public reprimand. Respondent's license shall be placed on a six-month probationary period. Respondent shall adopt an ordinance covering the correct procedures in the demolishing of a residential structure within the six-month probation period.

2. It is further understood and agreed that if Respondent fails to abide by any of the aforementioned terms and conditions then Respondent's license may be immediately temporarily suspended pending hearing into the matter and until further reorder of the Council.

²⁴ Exhibit 4 part 2, O'Donnell Deposition Exhibits, Exhibit 3.

²⁵ Exhibit 8 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Consent Agreement.

3. It is further understood and agreed that this consent agreement does not satisfy, prejudice, or stay any disciplinary action currently pending before the Council or which may be filed in the future.

4. It is further understood and agreed that Respondent has full knowledge that he has the right to a hearing and to be represented by counsel in this matter, and freely, knowingly and voluntarily waives such rights by entering to this consent agreement. Respondent understands and agrees that by entering into this consent agreement he voluntarily relinquishes any right to judicial review of this or any other Council action(s) which may be taken concerning his and any related matters. Respondent understands and agrees that this Consent agreement will not become effective unless and until approved by the Council. Respondent understands and agrees that this consent agreement, if approved will be disseminated as a public action of the Council in the matter provided by law. Respondent understands and agrees that if this consent agreement is not approved, it shall not constitute an admission against interest in this proceeding or prejudice the right of the Council to adjudicate this matter.

5. Pursuant to the South Carolina Freedom of Information Act, this Consent agreement with attachments is a public document.

6. This Consent Agreement shall take effect upon approval of the Council and the service upon Respondent or Respondent's counsel.

10. On January 16, 2009 the South Carolina Building Codes Council issued an order to cease and desist to Janet Grant. The Order set forth that:

"Order:

In the matter of:

JANET GRANT

POST OFFICE DRAWER 839

GEORGETOWN, SC 29442

WHEREAS, it has been brought to the attention of the South Carolina Codes Council (the Council) that you have engaged in the practice of building code enforcement in this State without being properly licensed, as required by law; and

WHEREAS, this Order is authorized by Section 6-8-50 and Section 40-1-100(A) of the 1976 Code of Laws of South Carolina, as Amended.

THEREFORE, YOU ARE HEREBY NOTIFIED AND EXPRESSLY ORDERED to immediately cease and desist from engaging in the practice of building code enforcement into the State of South Carolina, as defined by Section 6-8-10 of the amended Code, until such time, if ever, as you may be properly authorized by the Council in accordance with law.

VIOLATIONS MAY BE PUNISHED BY THE IMPOSITION OF CIVIL PENALTIES IN AMOUNTS UP TO \$10,000.00 FOR EACH VIOLATION AND

CRIMINAL PENALTIES WHICH MAY INCLUDE FINES OR
IMPRISONMENT, AS PROVIDED BY LAW.

AND IT IS SO ORDERED

SOUTH CAROLINA BUILDING CODES COUNCIL

GARY F. WIGGINS, CBO
ADMINISTRATOR

Certificate of persona service on 1/16/2009."²⁶

11. On March 3, 2009 the Plaintiff filed a complaint against the City of Georgetown for Improper Taking, Denial of Due Process, Negligence/Gross Negligence, Conversion, Violation of S.C. Condemnation Statute, Violation of S.C. Code 1-23-320 for the illegal demolition of the Plaintiff's home located on Front Street.²⁷
12. On April 24, 2009 the Plaintiff received a letter from City of Georgetown/Public Works Department notifying him that his property was in violation of the City of Georgetown's Property Conditions Constituting a Nuisance of the City of Georgetown's Overgrown Lot.²⁸

²⁶ Exhibit 3 part 1, to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, page 13. Exhibit 6 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Order to Cease and Desist.

²⁷ Willie Singleton and Julia Thomas, heirs of Victoria Gadson, Deceased v. City of Georgetown Building Official Stephen Stack, Mayor Lynn Wood Wilson, Mayor Pro Temp Brendon M. Barber, Sr. Council Member Peggy P. Wayne, Council Member Clarence Smalls, Council Member Paige B. Sawyer, III, Council Member Rudolph A. Bradley, Council Member Jack Scoville, Director of Building Planning Sabrina Morris, Steven Thomas, City Administrator, and City of Georgetown, 2009-CP-22-0325. Exhibit 7 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Complaint.

²⁸ Exhibit 5 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Deposition of Willie Singleton, Exhibit 4. Exhibit 4 part 2, O'Donnell Deposition Exhibits, Exhibit 4 page 16.

13. On July 28, 2010, Janet Grant wrote a letter instructing the Plaintiff that he was to cut the property from front property line to rear property line and a dilapidated structure need to be removed.²⁹
14. On September 17, 2010 the Defendant, Janet Grant issued the Plaintiff a Uniform Ordinance Summons for Ordinance Section: Article II Public Nuisance Sec. 11-26, Description Ordinance: Excessive overgrowth with a dilapidated structure.³⁰ Ms. Grant contends that the statement "Excessive overgrowth with a dilapidated structure" is only a description of the lot. However, it appears under description of the ordinance which she could not explain.³¹ Ms. Grant also contended that the property condition with the dilapidated structure constituted a nuisance.³² Though Ms. Grant constantly cites to dilapidated structures on lots and has intimidated individuals into removing them,³³ but testified during her deposition she has no idea what the proper factors are to determine dilapidated structure.³⁴ Ms. Grant further testified that she has no authority to condemn a structure but she has intimidated at least 16 people with the threat of citation into demolishing their homes.³⁵

²⁹ Exhibit 5 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Deposition of Willie Singleton, Exhibit 5.

³⁰ Exhibit 5 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Deposition of Willie Singleton, Exhibit 7.

³¹ Exhibit 3 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Transcript page 25-26.

³² Exhibit 3 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Transcript page 22.

³³ Exhibit 13 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Letters to Roger Lowe, LLR.

³⁴ Exhibit 3 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Transcript page 30.

³⁵ Exhibit 13 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Letters to Roger Lowe, LLR.

15. Despite the Statute stating that she could not issue a fine more than \$500.00³⁶, Ms. Grant stated that the Clerk of Court told her she could write tickets for \$1092.50.³⁷
16. On December 13, 2010 the City of Georgetown took pictures of the property located on Merriman. The pictures show no grass but only a naturalized lot.³⁸ Ms. Grant contended that Mr. Singleton needed to cut all over 18 inches high not just the grass.³⁹ Despite her cover letters stating differently on several occasions, Ms. Grant stated she never intended for the individuals to remove the structure.⁴⁰
17. January 26, 2011, an article is published in the Georgetown newspaper regarding the City's desire to clean up properties in the City.⁴¹ Ms. Grant testified during her deposition that there is a notebook in the City that lists all of the dilapidated properties that need to be torn down.⁴²
18. March 7, 2011, the Plaintiff notified the City of Georgetown Building and Planning Department that he had a change in address. The Defendant provided a letter sent by Janet Grant regarding the Plaintiff's property prior to the Plaintiff's new address prior to the

³⁶ Exhibit 3 part 2 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Exhibits, Exhibit 2.

³⁷ Exhibit 3 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Transcript page 29.

³⁸ Exhibit 4 part 2, O'Donnell Deposition Exhibits, Exhibit 4. Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Affidavit of Mr. Singleton.

³⁹ Exhibit 3 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Transcript page 32.

⁴⁰ Exhibit 3 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Transcript page 38.

⁴¹ Exhibit 13 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Letter to Roger Lowe with Attachments.

⁴² Exhibit 3 Part 2 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Exhibit 1.

Plaintiff even notifying them of the move. This is impossible therefore the letter must be a fake letter considering the time line.⁴³

19. On March 31, 2011, the Plaintiff sent a follow up letter to the LLR, Division of Legal Services, Office of Investigation & Enforcement regarding his complaint about Ms. Grant's intimidation of individuals in Georgetown to force them to demolish their property without the City following the proper procedure.⁴⁴ Enclosed with that letter was a list of several individuals that had been intimidated into demolishing their property based on the letters issued by Ms. Grant-16 total.⁴⁵

20. July 13, 2011, The Defendants held Court on the Uniform Citation issued to the Plaintiff. The Plaintiff had appeared at every hearing prior to this date. In fact, the Plaintiff had requested that the matter be continued until such time as a decision had been made by the LLR. The Court agreed to the continuance until the decisions had been made and the Court failed to hold to that agreement and held the hearing without a decision from the LLR. The Court further held a hearing without the Plaintiff present despite the Plaintiff being present at every other hearing and request by the Defendant, City to continue the matter.⁴⁶ The Plaintiff appealed the determination of guilt to the Court of Common Pleas. The Plaintiff's appeal was heard by the Defendant, O'Donnell's former law partner, Judge Culbertson.⁴⁷

⁴³ Exhibit 4 part 2, O'Donnell Deposition Exhibits, Exhibit 4, page 10 and 24.

⁴⁴ Exhibit 13 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Letter to Roger Lowe with Attachments. Exhibit 3 part 2 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Exhibits, Exhibit 4, 5, 6, 7, 8, 9.(Exhibits where Ms. Grant sent extensive letters to individuals and citations)

⁴⁵ Id.

⁴⁶ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.

⁴⁷ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.

21. Mr. Singleton did not receive notice of the trial where O'Donnell tried the Uniform citation. The Plaintiff at no time received notice. In fact, the Plaintiff had appeared at every hearing prior this hearing. The Plaintiff had further requested a continuance of the hearing prior to this so that the LLR could render a decision. The Court granted the continuance and held a hearing without notice to the Plaintiff nor waiting for the LLR to issue a decision.⁴⁸
22. August 2011 the LLR made a determination regarding the Plaintiff's Complaint against Janet Grant.⁴⁹
23. On March 8, 2012, Janet Grant issued a Uniform Ordinance Summons to Richard Izzard for Overgrowth and Dilapidated Structure.⁵⁰ On January 12, 2012, the Defendants, City of Georgetown and Janet Grant issued a letter to Mr. Izzard regarding his dilapidated Structure. The letter specifically stated that Mr. Izzard was required to have the structure repaired or demolished.⁵¹ The Defendants instructed Mr. Izzard he had until February 12, 2012 to bring the property into compliance.⁵² The City demolished the home without taking the proper condemnation steps and process as required by law.⁵³
24. On June 18, 2012, the Plaintiff filed a complaint against Judge O'Donnell with the Commission on Judicial Conduct. Mr. Singleton sent follow-up letters to the Commission

⁴⁸ *Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.*

⁴⁹ *Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.*

⁵⁰ *Exhibit 12 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Citation.*

⁵¹ *Id.*

⁵² *Id.*

⁵³ *2014-CP-22-01121, Ramona Kearse-Holmes, Representative of the Estate of Richard Izzard v. City of Georgetown, Rick Martin, Building Official, City of Georgetown and City of Georgetown.*

on July 8 and October 5, 2012 to the Commission on Lawyer Conduct.⁵⁴ Each letter set forth the extensive history the Plaintiff had with Defendant, O'Donnell and the fact that O'Donnell had violated the law. (as set forth previously)

25. On January 16, 2014 the Defendant, City of Georgetown and Janet Grant issued a letter to Frank Swinnie, the individual who owns the neighboring lot to the Plaintiff.⁵⁵ Mr. Swinnie is a white male.⁵⁶ Mr. Swinnie was issued a second letter on February 7, 2014 regarding the condition of his lot.⁵⁷ Mr. Swinnie was issued a Uniform Ordinance Summons by the City of Georgetown and Janet Grant in March of 2014.⁵⁸
26. Mr. Swinnie never cut the lot.⁵⁹ Mr. Swinnie gave the lot away and has not been taken to Court. The new owner has not been forced to cut the lot.⁶⁰ There are several lots within the City limits that contain lots with overgrowth that the City has not ordered cleared.⁶¹
27. On May 27, 2015 the Plaintiff paid the fine to the City. The fine amount was \$1,092.50.⁶²
28. On January 14, 2016, a Jury returned a verdict for the Plaintiff in the State Case against the City of Georgetown.

⁵⁴ Exhibit 14 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Letters to Commission on Judicial Conduct and Lawyer Conduct.

⁵⁵ Exhibit 4 part 2 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, O'Donnell's Deposition Exhibits, Exhibit 4 to Depo, page 44-46.

⁵⁶ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.

⁵⁷ Exhibit 4 part 2 to Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment, O'Donnell's Deposition Exhibits, Exhibit 4 to Depo, page 44-46.

⁵⁸ Exhibit 4 part 2 to Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment, O'Donnell's Deposition Exhibits, Exhibit 4 to Depo, page 44-46.

⁵⁹ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.

⁶⁰ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit. Exhibit 1 to Affidavit, Pictures of Swinnie Lot.

⁶¹ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit and Exhibit 1 to affidavit pictures of several lots in City.

⁶² Exhibit 15, Receipt for Payment Georgetown Municipal Court.

29. Mr. Singleton's house on this lot has never been condemned. However, Janet Grant ordered the house removed.⁶³

Facts regarding Janet Grant

30. Ms. Grant had no experience in Code Enforcement prior to her employment with the City which began 12 years ago.⁶⁴

31. Ms. Grant defines a naturalized lot as a lot with no structures.⁶⁵ However, she also stated that each person has their own interpretation.⁶⁶

32. Grant testified that the City has a dilapidated structure book that lists all the homes it wants removed.⁶⁷ During Ms. Grant's deposition a break was taken for Grant to provide the listing of the Plaintiff's home.⁶⁸

33. Ms. Grant has not been disciplined during her employment despite receiving cease and desist order.⁶⁹

34. Mr. Martin testified in his deposition that he went through and surveyed all the properties and came up with a list. Then Ms. Grants requests to clear the lot. Mr. Martin

⁶³ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.

⁶⁴ Exhibit 3 part 1, to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, page 8 and 9.

⁶⁵ Exhibit 3 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Transcript page 33.

⁶⁶ Exhibit 3 part 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Grant Deposition Transcript page 32.

⁶⁷ Exhibit 3 part 1, to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, page 24.

⁶⁸ Exhibit 3 part 2 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Exhibit 1 to Grant's deposition.

⁶⁹ Exhibit 3 part 1, to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, page 13.

specifically testified that the City does not play favorites.⁷⁰ However, that is self-evident by the fact of issuing citations to Mr. Singleton but not to Mr. Swinnie.⁷¹

35. Martin testified that Ms. Grant is not allowed to insist upon the removal of dilapidated structures.⁷² Martin testified that there is process for the removal of dilapidated structures which requires condemnation through 9 steps under the law.⁷³

City Ordinances

36. Article II Public Health Nuisances Section⁷⁴

DIVISION 1. GENERAL

DIVISION 2. PROPERTY CONDITIONS CONSTITUTING A NUISANCE

Section 11-26. Public Nuisances

In accordance with Section 5-7-80 of the Code of Laws, South Carolina 1976, conditions on private property constituting a danger to human life, safety, or health are hereby declared to be public nuisances and hazards to public health. These shall include, but not be limited to, the following:

- (1) Unsanitary conditions created by the improper disposal of waste, human or otherwise;
- (2) The accumulation of water from any cause, which may promote the breeding of mosquito larvae;
- (3) Any building or part of any building which, on account of its condition, its occupancy or use, may endanger life or health;
- (4) The discharge of sewage, garbage or any other organic filth into or upon any place in such a manner that may endanger human life or health;
- (5) The handling or storage of any material that may endanger life or health;

⁷⁰ Exhibit 10 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Martin Deposition Excerpts, page 12-13.

⁷¹ Exhibit 1 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Plaintiff's Affidavit.

⁷² Exhibit 10 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Martin Deposition Excerpts, page 20.

⁷³ Exhibit 10 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Martin Deposition Excerpts, page 21.

⁷⁴ Exhibit 3 part 3 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Documents referenced during deposition but provided later by Ms. Grant.

- (6) Any business, industry or individual which causes dust, vapors, gases or any by-product that may be detrimental to life or health or that are obnoxious or objectionable to the esthetic senses;
- (7) Any property, whether occupied or vacant, upon which grass, weeds or undergrowth exceeding eighteen (18) inches in height, trash, garbage, offal, stagnant water, building materials, glass, wood, metal or other matter deleterious to good health and public sanitation is permitted or caused to accumulate in any manner which is or may become a nuisance causing injuries or sickness to the public or neighboring property;
- (8) Any property which, because of its condition, may promote the breeding or harborage of flies, rats, snakes, vermin or other insects and animals.

37. Article II Public Health Nuisances Ordinances 12-15-94⁷⁵

DIVISION 3. PREVENTION OF NUISANCES

11-31. Authority of director of building and planning

The director of building and planning, or an agent authorized to act on his behalf shall compile and maintain an accurate and complete inventory of all real property within the city which either:

- (1) Contains a hazardous and unsightly condition upon the date of this enactment, or
- (2) Because of the uncertainty of title, the absence of a dwelling upon the premises, the age, infirmity, or absence of the owner or some other similar reasons, a substantial danger exists those unsafe, unsanitary conditions as set out in Section 11-26 of this Code may arise within ninety (90) days thereafter.

Section 11-32. Inventory Requirements.

The inventory as set forth in section 11-31, shall contain at least the following information:

- (1) Tax parcel number (TMS) of each parcel so identified;
- (2) Name and last known address of the individual who otherwise receives property tax notices upon said premises; and
- (3) A complete listing of any municipal liens against said premises.

⁷⁵ Exhibit 3 part 3 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Documents referenced during deposition but provided later by Ms. Grant.

38. The City has specific lot area requirements for all the zoning districts in the City of Georgetown.⁷⁶ The Ordinance sets forth the specific minimum standards for a lot.⁷⁷

IV. ARGUMENT

A. South Carolina Torts Claims Act

The Defendants contend that the Plaintiff does not appear to have presented any State Causes of action but if he does so they are barred by the South Carolina Torts Claims Act. The Defendants' contention is in error. It is clear that the Plaintiff has presented a Taking of his property pursuant to State and Federal Law. In the Plaintiff's complaint, the Plaintiff presented the following as evidence of taking/inverse condemnation:

1. The City of Georgetown by and through its agents wrongfully interfered with the property of the Plaintiff under the color of law. The Defendants, all as listed above failed and refused to properly follow the procedures as set forth in the law in directing the Plaintiff to demolish the property.
2. The Defendants' actions individually and as a group have deprived the Plaintiff of the value of his property.
3. The Defendants' actions individually and as a group have violated the Plaintiff's constitutional rights under State and Federal Law.
4. The Defendants' ordering the demolition of the property against the Plaintiff alone is selective prosecution of the Plaintiff and constitutes a wrongful taking of his property and an abuse of power.

⁷⁶ Exhibit 11 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Millwood Deposition, page 9.

⁷⁷ Exhibit 11 to Plaintiff's Response in Opposition to Defendants' Motion for Summary Judgment, Millwood Deposition, page 10.

5. That Defendants failed to follow prescribed statutory procedures necessary to effectuate condemnation of Plaintiff's property which is a prerequisite to the removal of any building on any such property after they were informed that their actions were against the law.
6. That Defendants' conduct in improperly ordering the demolishing of the house without adherence to such procedures was the proximate cause of Plaintiff's being deprived of the protection granted to him under the law entitle Plaintiff all consequential damages and punitive damages associated therewith, including, but not limited to, all cost associated with prosecution of this action including reasonable attorney's fees.
7. The Defendant, City of Georgetown's, conduct of taking the property of the Plaintiff is the taking of property without the proper authority or notification.
8. That the Defendant, City of Georgetown has converted the Plaintiff's property without proper compensation.

Inverse condemnation is the action by which a property owner can recover the value of property that has been taken by a governmental entity.⁷⁸ The fact is that the government cannot take property from an owner without just compensation.⁷⁹ The key in these circumstances is an owner. The Elements are clear: 1. An affirmative, positive aggressive act on the part of the governmental entity, 2. A taking, 3. the taking if for public use, and 4. the taking has some permanence.⁸⁰ In *White v. County of Newberry*, the Court set forth the following:

"Under South Carolina law, an affirmative, positive, and aggressive act by a municipality sufficient to establish a compensable taking must be an act, intentional or not, that overtly affects another's beneficial use and enjoyment of his land. The Whites cannot assert that a mere omission on the County's part satisfies the affirmative act test. See *McGann v. Mungo*, 287 S.C. 561, 340 S.E.2d 154, 160 (1986). The determination that an act is affirmative, positive, and aggressive

⁷⁸ *Horry County v. The Insurance Reserve Fund*, 344 S.C. 493, 544 S.E.2d 637 (Ct. Ap. 2001)

⁷⁹ *Sea Cabins on the Ocean IV Homeowners Association*

⁸⁰ *White v. County of Newberry*, 985 F.2d 168, 173 (4th Cir. 1993)

depends on the facts and circumstances of the particular case; if the facts and circumstances do not establish an affirmative act, the case does not, as a matter of law, represent inverse condemnation. Focusing on the affirmative nature of circumstances involved, the South Carolina courts have upheld the following three acts as compensable takings. First, the City of Greenville laid a seventy-two inch valved, overflow pipe through an earthen dam to control the water level of the City's reservoir. As a result of heavy rains and rapidly rising reservoir levels, the City opened the pipe valve and discharged large amounts of waters on the plaintiff's bean crops destroying them. *Lindsey v. City of Greenville*, 247 S.C. 232, 146 S.E.2d 863, 865-66 (1966). Second, the South Carolina Department of Highways and Public Transportation negligently diverted the groundwater supply away from the plaintiff's property when it laid pipe around highway construction to drain roadbeds. The pipe drew on plaintiff's groundwater and lowered his lake levels some inches. *South Carolina Dep't of Highways & Pub. Transp. v. Balcome*, 289 S.C. 243, 345 S.E.2d 762, 763-64 (1986). Lastly, the Town of Surfside Beach rebuilt washed-out portions of a roadway seventeen inches higher than the damaged road's original level. The rise in the road made plaintiff's property the lowest point on the roadway; therefore, any rains caused the plaintiff's property to flood. *Newsome v. Town of Surfside Beach*, 300 S.C. 14, 386 S.E.2d 274, 275 (1989).⁸¹

The Defendants are attempting the taking of the Plaintiff's property through improper procedure and are not entitled to summary judgment through the Torts Claims Act. The South Carolina Supreme Court has analyzed the Tort Claims Act and its application to certain circumstances in *Proctor*. In *Proctor* the Court set forth the following: "The Tort Claims Act governs all tort claims against governmental entities and is the exclusive civil remedy available in an action against a governmental entity or its employees."⁸² "Notwithstanding any provision of law, this chapter, the 'South Carolina Tort Claims Act', is the exclusive and sole remedy for any tort committed by an employee of a governmental entity while acting within the scope of the employee's official duty." S.C. Code Ann. § 15-78-200 (2005); see also *Olson v. Faculty House of Carolina, Inc.*, 344 S.C.

⁸¹ *White v. County of Newberry*, 985 F.2d 168, 173-174 (4th Cir. 1993)

⁸² *Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276, 280, 607 S.E.2d 711, 714 (Ct. App. 2005) (citing *Flateau v. Harrelson*, 355 S.C. 197, 584 S.E.2d 413 (Ct. App. 2003); *Wells v. City of Lynchburg*, 331 S.C. 296, 501 S.E.2d 746 (Ct. App. 1998)); *Hawkins v. City of Greenville*, 358 S.C. 280, 21, 594 S.E.2d 557, 563 (Ct. App. 2004).

194, 544 S.E.2d 38 (2001) (observing the Tort Claims Act is the exclusive remedy for tort claims against governmental entities), *aff'd*, 354 S.C. 161, 580 S.E.2d 440 (2003). "The Act does not create a new substantive cause of action against a governmental entity." *Hawkins*, 358 S.C. at 292, 594 S.E.2d at 563 (citing *Moore v. Florence Sch. Dist. No. 1*, 314 S.C. 335, 339, 444 S.E.2d 498, 500 (1994)). "The burden of establishing a limitation upon liability or an exception to the waiver of immunity under the Tort Claims Act is upon the governmental entity asserting it as an affirmative defense."⁸³ The Defendant contends that the Defendant acted within the scope of their position and are therefore protected from individual liability. However, the Defendants overstepped the bounds of their positions when they selectively enforced the law and discriminated against the Plaintiff based on his race. Therefore, the Defendants are not entitled to summary judgment based on the South Carolina Torts Claims Act. The Plaintiff was required by law to exhaust administrative remedies prior to filing the case for selective/vindictive prosecution which he did so therefore the Statute of Limitations argument does not apply.

The Plaintiff's remaining causes of action are negligence and malicious prosecution.

The Defendant also makes an immunity argument and in an abundance of caution the Plaintiff presents his Immunity argument that was presented in Federal Court.

The overall purpose of qualified immunity is to ensure that government officials "reasonably can anticipate when their conduct may give rise to liability by attaching liability only if 'the contours of the right [violated are] sufficiently clear that a reasonable official would

⁸³ *Steinke*, 336 S.C. at 393, 520 S.E.2d at 152; accord *Strange v. S.C. Dep't of Highways & Pub. Transp.*, 314 S.C. 427, 430, 445 S.E.2d 439, 440 (1994); *Faile v. S.C. Dep't of Juvenile Justice*, 350 S.C. 315, 324, 566 S.E.2d 536, 540 (2002) ("The governmental entity claiming an exception to the waiver of immunity under the Tort Claims Act has the burden of establishing any limitation on liability.") (citation omitted). *Proctor v. Dept. Health and Environmental Control*, ___ S.E.2d ___, 4098 (2006).

understand that what his doing violates that right[.]”⁸⁴

It is clear that the actions of each and every defendant knew that their actions would violate the Plaintiff's rights to own property without interference from the Government or the actions of the government to force the Plaintiff to commit certain acts. The Ordinance used by Grant is regarding grass over 18 inches high. The Plaintiff's lot has no grass it is overgrown with bushes and trees. The Defendants attempted to intimidate the Plaintiff into tearing down the structure on the property as it had done to other residents.⁸⁵ The Defendants have deprived the Plaintiff of an actual right as determined.”⁸⁶ The fact is that the ordinance applied to the Plaintiff was an attempt to have him demolish the structure without using the condemnation process which the City had already been found guilty of in a case brought by the Plaintiff.

On another note when considering immunities "[T]he only immunities available to the defendant in an official- capacity action are those that the governmental entity possesses.”⁸⁷ "The doctrine of qualified immunity shields police officers acting in their official capacity from suits for damages under 42 U.S.C. § 1983, unless their actions violate clearly-established rights of which an objectively reasonable official would have known.”⁸⁸ In this circumstance it is clear that the Defendants violated the rights of the Plaintiff through their actions.

Qualified immunity is an affirmative defense which the defendant bears the burden of proving the challenged act was objectively reasonable in light of the existing law. *Varrone v.*

⁸⁴ *Solis v. Prince George's County*, 153 F.Supp. 793, 800 (D.Md. 2001)) quoting *United States v. Lanier*, 520 U.S. 259, 270(1997))

⁸⁵ *Exhibit 13 to Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment.*

⁸⁶ *Conn v. Gabbert*, 526 U.S. 286, 290, 119 S.Ct. 1292, 1295, 143 L.Ed.2d 399, 405 (1999).

⁸⁷ *Hafer v. Melo*, 502 U.S. 21, 25, 112 S.Ct. 358, 362, 116 L.Ed.2d 301, 309 (1991).

⁸⁸ *Rogers v. City of Amsterdam*, 303 F.3d 155, 158 (2d Cir. 2002) (quoting *Thomas v. Roach*, 165 F.3d 137, 142 (2d Cir. 1999)); accord *Williams v. Gourd*, 142 F.Supp.2d 416, 428 (2001).

Bilotti, 123 F.3d 75, 78 (2d Cr. 1997). The act was not objectively reasonable. The Defendant makes an argument that the Defendants are not liable because the cases *Harlow*, *Anderson*, and their progeny of cases entitled them to qualified immunity because there is no competent evidence that they engage in unlawful conduct and violated any established statutory or constitutional right. However, when viewing the facts in a light most favorable to the Plaintiff this argument is not valid. It is clear that the Plaintiff due process rights were violated, the Plaintiff was selective/vindictively prosecuted and required to pay a fine. The City contends that all he was required to do was clean his lot in compliance with the ordinance. However, the Defendants have narrowed a long and complicated history down to one alleged act which is an impossible task. When reviewing the Plaintiff's case one must look at the actions of the Defendants holistically not atomistically.

The Plaintiff would contend that he has a gross negligence claim against the City for its egregious acts. "Gross negligence is the intentional, conscious failure to do something which it is incumbent upon one to do or the doing of a thing intentionally that one ought not to do."⁸⁹ It is the failure to exercise even the slightest care.⁹⁰ "Gross negligence . . . means the absence of care that is necessary under the circumstances." *Etheredge v. Richland Sch. Dist. One*, 341 S.C. 307, 310, 534 S.E.2d 275, 277 (2000); accord *Hicks v. McCandlish*, 221 S.C. 410, 70 S.E.2d 629 (1952); see also *Jinks*, 355 S.C. at 344, 585 S.E.2d 283 ("Gross negligence has also been defined as a relative term and means the absence of care that is necessary under the circumstances.")

⁸⁹ *Clyburn v. Sumter County Sch. Dist. No. 17*, 317 S.C. 50, 53, 451 S.E.2d 885, 887 (1994); accord *Jinks v. Richland County*, 355 S.C. 341, 344, 585 S.E.2d 281, 283 (2003); *Worsley Cos., Inc. v. Town of Mount Pleasant*, 339 S.C. 51, 57, 528 S.E.2d 657, 661 (2000); *Marietta Garage, Inc. v. S.C. Dep't of Public Safety*, 337 S.C. 133, 522 S.E.2d 605 (Ct. App. 1999)

⁹⁰ *Faile v. South Carolina Dep't of Juvenile Justice*, 350 S.C. 315, 331-32, 566 S.E.2d 536, 544 (2002); *Rakestraw v. S.C. Dep't of Highways and Public Transp.*, 323 S.C. 227, 473 S.E.2d 890 (Ct. App. 1996),

(citing *Hollins v. Richland County School Dist. 1*, 310 S.C. 486, 427 S.E.2d 654 (1993)), "Negligence is the failure to exercise due care, while gross negligence is the failure to exercise slight care." *Clyburn*, 317 S.C. at 53, 451 S.E.2d at 887.

Gross negligence is ordinarily a mixed question of law and fact. *Clyburn*, 317 S.C. at 53, 451 S.E.2d at 887; *Pack v. Associated Marine Institutes, Inc.*, 362 S.C. 239, 245, 608 S.E.2d 134, 138 (Ct. App. 2004); *Faile*, 350 S.C. at 332, 566 S.E.2d at 545. "In most cases, gross negligence is a factually controlled concept whose determination best rests with the jury." *Faile*, 350 S.C. at 332, 566 S.E.2d at 545. "[W]hile gross negligence ordinarily is a mixed question of law and fact, when the evidence supports but one reasonable inference, the question becomes a matter of law for the court." *Etheredge*, 341 S.C. at 310, 534 S.E.2d at 277; see also *Staubes v. City of Folly Beach*, 331 S.C. 192, 205, 500 S.E.2d 160, 168 (Ct. App. 1998) ("Gross negligence is a mixed question of law and fact and should be presented to the jury unless the evidence supports only one reasonable inference."), *aff'd*, 339 S.C. 406, 529 S.E.2d 543 (2000).

Essentially it is incumbent upon the Plaintiffs that the Defendant acted without care in their actions against the Plaintiffs. As defined Gross Negligence can be the doing of something that one ought not to do. The fact is that the Defendant, City of Georgetown, takes it upon itself to issue a ticket then to intentionally hold a trial without the Plaintiff being present to harm the Plaintiff. The facts firmly establish a genuine issue of material fact and causes of action. The issue of gross negligence is best determined by a jury. The case should be presented to a jury because there is not only one reasonable inference.

The South Carolina Supreme Court has analyzed the Tort Claims Act and its application to certain circumstances in *Procter*. In *Procter* the Court set forth the following: "The Tort Claims Act governs all tort claims against governmental entities and is the exclusive civil remedy available

in an action against a governmental entity or its employees."⁹¹ "Notwithstanding any provision of law, this chapter, the 'South Carolina Tort Claims Act', is the exclusive and sole remedy for any tort committed by an employee of a governmental entity while acting within the scope of the employee's official duty." S.C. Code Ann. § 15-78-200 (2005); see also *Olson v. Faculty House of Carolina, Inc.*, 344 S.C. 194, 544 S.E.2d 38 (2001) (observing the Tort Claims Act is the exclusive remedy for tort claims against governmental entities), *aff'd*, 354 S.C. 161, 580 S.E.2d 440 (2003). "The Act does not create a new substantive cause of action against a governmental entity." *Hawkins*, 358 S.C. at 292, 594 S.E.2d at 563 (citing *Moore v. Florence Sch. Dist. No. 1*, 314 S.C. 335, 339, 444 S.E.2d 498, 500 (1994)). "The burden of establishing a limitation upon liability or an exception to the waiver of immunity under the Tort Claims Act is upon the governmental entity asserting it as an affirmative defense."⁹²

When one takes all facts in a light most favorable to the Plaintiff the acts by the Defendants were not reasonable and clearly were violating the Plaintiff's rights to due process and the right to be free of selective prosecution/vindictive prosecution. The Defendant is not entitled to Qualified immunity for their actions against the Plaintiff and the Plaintiff has a right to a jury trial on the issues in this case.

⁹¹ *Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276, 280, 607 S.E.2d 711, 714 (Ct. App. 2005) (citing *Flateau v. Harrelson*, 355 S.C. 197, 584 S.E.2d 413 (Ct. App. 2003); *Wells v. City of Lynchburg*, 331 S.C. 296, 501 S.E.2d 746 (Ct. App. 1998)); *Hawkins v. City of Greenville*, 358 S.C. 280, 21, 594 S.E.2d 557, 563 (Ct. App. 2004).

⁹² *Steinke*, 336 S.C. at 393, 520 S.E.2d at 152; accord *Strange v. S.C. Dep't of Highways & Pub. Transp.*, 314 S.C. 427, 430, 445 S.E.2d 439, 440 (1994); *Faile v. S.C. Dep't of Juvenile Justice*, 350 S.C. 315, 324, 566 S.E.2d 536, 540 (2002) ("The governmental entity claiming an exception to the waiver of immunity under the Tort Claims Act has the burden of establishing any limitation on liability.") (citation omitted). *Proctor v. Dept. Health and Environmental Control*, ___ S.E.2d ___, 4098 (2006).

B. Res Judicata

The Defendant attempted the dismissal of the Plaintiff's claims under the Rooker-Feldman doctrine attempting to have the Plaintiff's claims dismissed. The motion was denied by the Court. The Defendant now attempts the same arguments pursuant to Res Judicata. The Defendant's Motion for Summary Judgment should be denied.

The Plaintiff causes of action are not related to a previous lawsuit initiated previously. The Defendant contends that Res Judicata prevents this action. Res Judicata precludes the assertion of a claim after a judgment on the merits a prior suit by the parties or their privies based on the same cause of action.⁹³ In *Grose v. Cohen* the Court determined that 'when traditional concepts of res judicata do not work well, they should be relaxed or qualified to prevent injustice.'⁹⁴ "For the doctrine of *res judicata* to be applicable, there must be: (1) a final judgment on the merits in a prior suit; (2) an identity of the cause of action in both the earlier and the later suit; and (3) an identity of parties or their privies in the two suits." *Id.*

"In determining the validity of a plea of res judicata three questions are pertinent: Was the issue decided in the prior adjudication identical with the one presented in the action in question? Was there a final judgment on the merits? Was the party against whom the plea is asserted a party or in privity with a party to the prior adjudication? * * * In the present case, therefore, the defendant is not precluded by lack of privity or of mutuality of estoppel from asserting the plea of res judicata against the plaintiff.' 122 P.2d at 894-895."⁹⁵

The final "judgment puts an end to the cause of action, which cannot again be brought into litigation between the parties upon any ground whatever."⁹⁶

⁹³ *Pueschel v. United States*, 369 F.3d 345, 354-55 (4th Cir.2004).

⁹⁴ *Grose v. Cohen*, 406 F.2d 823, 825 (4 Cir. 1969).

⁹⁵ *Graves v. Associated Transport, Inc.*, 344 F.2d 894, 899 (4th Cir. 1965).

⁹⁶ *Guinness PLC v. Ward*, 955 F.2d 875, 894 (4th Cir. 1992) *quoting* *Commissioner v. Sunnen*, 333 U.S. 591, 597, 68 S.Ct. 715, 719, 92 L.Ed. 898 (1948). *See* *Chicot County Drainage District v. Baxter State Bank*, 308 U.S. 371, 375, 378, 60 S.Ct. 317, 319, 320, 84 L.Ed. 329 (1940).

The prior action was not related to the actions as set forth in this cause of action. Even though the parties are the same.

The Second element of the test is whether or not the causes of action are the same. The test for deciding "whether the causes of action are identical for claim preclusion purposes is whether the claim presented in the new litigation 'arises out of the same transaction or series of transactions as the claim resolved by the prior judgment.'" *Pittston Co. v. United States*, 199 F.3d 694, 704 (4th Cir. 1999)(quoting *Harnett v. Billman*, 800 F.2d 1308, 1313 (4th Cir. 1986)). According the Restatement of Judgment they are the same claims if the new claim arises out of the same transaction or series of transactions as the claim resolved by the prior judgment. See Restatement (Second) of Judgment Sec. 24(1) (1982). For purposes of res judicata, it is not necessary to ask if the plaintiff knew of his present claim at the time of the former judgment, for it is the existence of the present claim, not party awareness of it, that controls. This principle distinguishes from this case those cases where the challenged claim did not exist at the time of the prior litigation⁹⁷.

The Third and final element of res judicata is privity. To be in privity with a party to a former litigation, the non-party must be "so identified in interest with a party to former litigation that he represents precisely the same legal right in respect to the subject matter involved." *Jones v. SEC*, 115 F.3d 1173, 1180 (4th Cir. 1997) (citing *Nash County Bd. of Educ. v. Biltmore Co.*, 640 F.2d 484, 493 (4th Cir. 1981)). However, an exact definition of privity is an elusive concept. See *Nash*, 640 F.2d at 493-494. As this court stated in *Nash*, privity "is merely a word used to say that the relationship between the one who is a party on the record and another is close enough to

⁹⁷ see, e.g., *Lawlor v. National Screen Service Corp.*, 349 U.S. 322, 75 S.Ct. 865, 99 L.Ed. 1122 (1955)

include that other within the res judicata."^[16] *Id.* at 494. (internal quotation marks omitted).⁹⁸ The person in privity is "so identified in interest with a party to former litigation that he represents precisely the same legal right in respect to the subject matter involved." *Nash County Bd. of Educ. v. Biltmore Co.*, 640 F.2d 484, 493 (4th Cir.1981) (quoting *Jefferson Sch. of Soc. Science v. Subversive Activities Control Bd.*, 331 F.2d 76, 83 (D.C.Cir.1963)). "[P]rivty attaches only to those parties whose interests in a given lawsuit are deemed to be 'aligned.'⁹⁹" The causes of action presented in this case could not have been brought in the previous action. The previous action was a criminal action. The Plaintiff is not seeking the reversal of the Municipal or the State Court decision but a determination that the City of Georgetown thru its actors treated the Plaintiff differently and attempted to have the Plaintiff change his property-inverse condemnation, takings, malicious prosecution.

The Plaintiff is not seeking a review of the writing of the fine but the malicious prosecution of the City based on selective vindictive prosecution/Malicious prosecution by Grant and the City for his actions. That the history that the Plaintiff has had with all the defendants in this action which many were not a party to in the Municipal matter shows discrimination, a history of discrimination and selective/vindictive prosecution. The mere fact that the Plaintiff had been present at every hearing prior to the trial and requested a continuance until such time as a decision had been made by the LLR as to Janet Grant's fault, the Court had granted the continuance and then held the trial without the Plaintiff present and never even bothered to check as to why the Plaintiff was not there but had been to every other hearing on the matter shows evidence of selective/vindictive prosecution by the Defendants of the Plaintiff. The City's action of not

⁹⁸*Martin v. Bancorp Retirement Plan, Exhibit 2 to Plaintiff's response to Defendant's Motion.*

⁹⁹*Comite de Apoyo a los Trabajadores Agricolas v. U.S. Dep't. of Labor*, 995 F.2d 510, 514 (4th Cir.1993).

following the law is essentially a taking of the Plaintiff's property and a malicious prosecution of the plaintiff and therefore not a part of the action previously.

V. CONCLUSION

The Plaintiff has established a genuine issue of material fact as to all causes of action presented in the Plaintiff's complaint. Based on the evidence presented here the Defendant is not entitled to summary judgment as there are several issues of fact for a jury to review.

Respectfully Submitted,

s/Bonnie Travaglio Hunt

Bonnie Travaglio Hunt

Federal Bar # 07760

Attorney for the Plaintiff

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June 1, 2017

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
Case #: 2015-CP-22-00483

WILLIE SINGLETON)

Plaintiff,)

v.)

CITY OF GEORGETOWN,)
JANET GRANT, individually and)
as an employee of the City)
RICKY MARTIN individually and as an)
Employee of the City,)
ROBERT O'DONNELL, individually and)
as magistrate for The City of Georgetown.)

Defendant.)

Complaint and Jury Demand

Plaintiff, Willie Singleton, by and through his attorney, Bonnie Travaglio Hunt, complains against Defendant, City of Georgetown and Janet Grant, as follows:

Nature of the Action

1. This is an action brought pursuant the laws of South Carolina.
2. This is an action brought pursuant the laws of the United States of America.

Parties

3. Plaintiff, Willie Singleton, hereinafter referred to as the *Plaintiff*, is an individual who at all times relevant herein was a resident of the County of Georgetown in the State of South Carolina.
4. The Plaintiff has owned property in the State of South Carolina, County of Georgetown, City of Georgetown for several years.

STATE OF SOUTH CAROLINA)
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Employee of the City,)
ROBERT O'DONNELL, individually and)
as magistrate for The City of Georgetown.)

Defendant.)

**SUMMONS
(JURY TRIAL REQUESTED)**

You are hereby summoned and required to answer the complaint in this action, a copy of which is hereby served upon you, and to serve copy of your Answer to the Complaint on the subscriber at his offices at 4000 Faber Place Drive, Suite 300, North Charleston, South Carolina 29405 within thirty (30) days after the service hereof, exclusive of the day of service. If you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you.

HUNT LAW LLC


Bonnie Travaglio Hunt
Post Office Box 1845
Goose Creek, SC 29445
(843)553-8709
Facsimile (843)553-8710
bthunt@huntlawllc.com

May 11, 2015

ROA 416

5. The Defendant, City of Georgetown is governmental entity operating and conducting business in the County of Georgetown.
6. The Defendant, Janet Grant is a resident of the County of Georgetown and an employee of the City of Georgetown. The actions of Janet Grant occurred as an employee of the Defendant and are specific to the violations of Mr. Singleton's constitutional rights and property rights pursuant to State and Federal Law.
7. The Defendant, Ricky Martin is a resident of the County of Georgetown and an employee of the City of Georgetown. The actions of Ricky Martin occurred as an employee of the Defendant and are specific to the violations of Mr. Singleton's constitutional rights and property rights pursuant to State and Federal Law.
8. The Defendant, Robert O'Donnell is a resident of the County of Georgetown and an employee of the City of Georgetown. The actions of Robert O'Donnell occurred as Municipal Judge for the Defendant, City of Georgetown and are specific to the violations of Mr. Singleton's constitutional rights and property rights pursuant to State and Federal Law.

Jurisdiction and Venue

9. This Court has jurisdiction over this matter pursuant to South Carolina Law.
10. This Court has jurisdiction over this matter pursuant to The law of United States.
11. The Georgetown Division is the proper venue for this action because this is the Circuit in which the Plaintiff resides and in which a substantial part of the events or omissions giving rise to the claims occurred.

12. The property in question is located on the northwest corner of South Merriman Road and Emanuel Streets. The Plaintiff is the owner of lots three and 1 and lot 2 is owned by Frank Sinnie.
13. That the property which is the subject of this action is currently owned by the Plaintiff. The Defendant have violated the Plaintiff's constitutional rights by taking the Plaintiff's property.

Factual Background

14. The Plaintiff is the proper owner of the property.
15. In the 90's Mr. Singleton leased all three lots as described above from Mr. Alex Alford, Sr.
16. In 1995 the Plaintiff purchased 2 of the three lots. Tax parcels 5-22-26 and 5-22-27. At the time the property contained a commercial building and two homes.
17. Attorney Robert O' Donnell prepared the legal documents for the contract sale and the papers were executed by the attorney Robert O' Donnell in 1995 for the Plaintiff and Mr. Alex Alford, Sr.
18. Robert O' Donnell failed to file the contract of sale of the 2 lots with the County of Georgetown or the City of Georgetown.
19. That the failure to file the sale of the property was an egregious error on the part of Robert O' Donnell.
20. O' Donnell prepared the last will and testament for Mr. Alex Alford, Sr. in 1996 and probated the will for the family.
21. O' Donnell at this time, prepared all the deeds of distribution for the property in Mr. Alford, Sr.'s estate.

22. O'Donnell placed tax parcel 5-22-27 to Alex Alford, Jr. and 5-22-26 in trust of Mr. Alex Alford, Jr. and Mrs. Cleo Alford in violation of the previous sale of the property considering that Mr. Alford, Sr. no longer held an interest in either property.
23. In 2003, 5-22-26 was sold for delinquent taxes. Because of O'Donnell's failure to properly file the sale of the property to Mr. Singleton, the Plaintiff was never notified of the delinquent taxes on the property.
24. After the sale of the property in 2003 for failure to pay taxes, the Defendant O'Donnell created 2 lots from lost 5-22-26 in violation of the laws and regulations of the City of Georgetown.
25. That the lot failed to comply with the zoning ordinances of the City. The lot failed to meet all requirements, was never surveyed in compliance with the ordinances and was not submitted to the RMC's office or accepted by the Assessor's office for Georgetown County.
26. At this time O'Donnell now serves as the Municipal Judge for the City of Georgetown and has for many years.
27. Due to this background of Mr. O'Donnell's failures regarding the property the fact that Mr. O'Donnell has now violated the Plaintiff's constitutional rights as an employee of the City of Georgetown does not permit him to escape liability under any Immunity Statute in South Carolina or Federal Government.
28. After these acts Mr. O'Donnell then created tax parcel numbers of 5-22-26.00 and 5-22-26-01 without proper surveys or approval of the appropriate authorities.
29. After creating legal descriptions for the properties Mr. O'Donnell transferred the tax parcel 5-22-26-01 to Mr. Singleton.

30. The property that was fraudulently transferred to Mr. Singleton at this time was 1/3 the size that was supposed to be transferred to the Plaintiff in 1995.
31. The original property 5-22-26 remained in the name of Ms. Cleo Alford.
32. The Plaintiff, Mr. Singleton delivered to Mr. O'Donnell in 2007 a letter explaining the problems with the fraudulent transfers. O'Donnell never responded to the Plaintiff's inquiries.
33. Mr. Singleton, the Plaintiff also explained the problems to Cleo Alford. Ms. Alford informed the Plaintiff that she would inquire and transfer the property to the Plaintiff.
34. Cleo Alford then transferred the Plaintiff 5-22-26-00 by Quick claim deed.
35. Ms. Alford passed away prior to transferring 5-27-00.
36. In 2010 the City of Georgetown contacted the Plaintiff on several occasions demanding a clean tax parcel on 5-22-26-00.
37. The City at no time contacted the owner of 5-22-27, Frank Swinney requesting a clean tax parcel.
38. In 2012 Mr. O'Donnell who was serving as the Magistrate found the Plaintiff guilty of violating the City of Georgetown property Standards.
39. The Plaintiff appealed the case to the Circuit Court and the Court of Appeals.
40. At no time did the City of Georgetown contact the owner of 5-22-26 to inform him that he also needed to correct his parcel tax.
41. At all times the Plaintiff was singled out for prosecution by the City of Georgetown and ultimately found guilty due to his knowledge of O'Donnell and his role in the fraudulent transfer of property.
42. The selective prosecution of the Plaintiff was based on his race and rights to free speech.

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43. The lots owned by the Plaintiff are naturalized lots and are therefore not required to be mowed.
44. However the Defendants ultimately decided to harass and prosecute the Plaintiff for exercising his right to free speech and his race.
45. That the property which is the subject of this action was a naturalized lot that was untouched for over twenty {20} years with an un-occupied house on the lot.
46. The Code Enforcement Officer for the City of Georgetown gave notice that the house had to be demolished and removed from the property, and after time a municipal citation was issued for noncompliance.
47. The Defendant, Janet Grant issued the Plaintiff a citation.
48. Janet Grant is not properly licensed in the State of South Carolina to issue violations of the building codes in South Carolina.
49. Grant is only permitted to cite the Plaintiff for a limited number of items and fines.
50. Grant exceeded the amount of fines per law.
51. Grant was specifically ordered by the State to not do building inspection.
52. Mr. Martin was the only individual authorized to issue the citation for demolition of the house.
53. Mr. Martin permitted Janet Grant to violate the rights of the Plaintiff.
54. Mr. Martin had full knowledge of the actions of Janet Grant and permitted her to issue the citations that were against the law.
55. Mr. Martin was fully aware that Grant's issuance of citations was a violation of the LLR rules and regulations.

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56. Even though the fines were in violations of the Department of Labor Licensing and Regulation rules and regulations and violated the Plaintiff's civil rights, O'Donnell enforced those fines even though not permitted under the law.
57. The citation required monetary fines and possible jail time.
58. State law requires a properly licensed building official to order the demolition of any building after going through a process prescribe by law. In the past, the code enforcement office was issued a cease and desist order by the State of South Carolina for engaging in the practice of building code enforcement in this State without being properly licensed, as required by law, and the City of Georgetown pled guilty and entered into a consent agreement for violating of S.C. Code of Laws (1976, as amended) with respect to demolition of another home in the City of Georgetown owned by this Plaintiff.
59. The Defendant, Robert O'Donnell's actions of finding the Plaintiff guilty and producing excessive fines against the Plaintiff is a violation of the law.
60. The Defendants actions have caused the Plaintiff to suffer great mental and emotional stress as a direct and proximate result of such actions.

FOR A FIRST CAUSE OF ACTION

61. That Paragraphs one(1) through sixty (60) are hereby incorporated verbatim.
62. Mr. Singleton, the Plaintiff in this action has every legal right to the quiet enjoyment of his property without government interference. The City of Georgetown by and through its agents wrongfully interfered with the property of the Plaintiff under the color of law. The Defendants, asll as listed above failed and refused to properly follow the procedures as set forth in the law in directing the Plaintiff to demolish the property.

63. The Defendants' actions individually and as a group have deprived the Plaintiff of the value of his property.
64. The Defendants' actions individually and as a group have violated the Plaintiff's constitutional rights under State and Federal Law.
65. The Defendants' ordering the demolition of the property against the Plaintiff alone is selective prosecution of the Plaintiff and constitutes a wrongful taking of his property and an abuse of power.
66. The Defendants are the actual and proximate cause of damage to the Plaintiff.
67. That the Plaintiff is entitled to actual, consequential and compensatory damages against the defendants individually and as employees of the City of Georgetown for their actions of violating the Plaintiff's constitutional rights.
68. That Defendants' actions of wrongfully denying Plaintiff the use of his property and ordering demolishing of the same without following proper statutory procedures applicable to such action amount to an abuse of power and entitles Plaintiff to have judgment against Defendant for all damages proximately caused by the same including actual, consequential, and punitive damages, costs and reasonable attorney's fees.

FOR SECOND CAUSE OF ACTION

69. That Paragraphs one(1) through sixty eight (68) are hereby incorporated verbatim.
70. That plaintiff was deprived of Due Process of Law by Defendants' failure to give him notice and an opportunity to be heard and failing to follow prescribed statutory procedures governing condemnation and demolition of alleged dilapidated properties before ordering

demolishing under color of law, thereby entitling plaintiff to recover as a direct and proximate result of Defendants' wrongful conduct.

71. The Defendants are the actual and proximate cause of damage to the Plaintiff.
72. That the Plaintiff is entitled to actual, consequential and compensatory damages against the defendants individually and as employees of the City of Georgetown for their actions of violating the Plaintiff's constitutional rights.
73. That Defendants' actions of wrongfully denying Plaintiff the use of his property and ordering demolishing of the same without following proper statutory procedures applicable to such action amount to an abuse of power and entitles Plaintiff to have judgment against Defendant for all damages proximately caused by the same including actual, consequential, and punitive damages, costs and reasonable attorney's fees.

FOR A THIRD CAUSE OF ACTION

74. That Paragraphs one(1) through seventy three (73) are hereby incorporated verbatim.
75. That Defendants failed to follow prescribed statutory procedures necessary to effectuate condemnation of Plaintiff's property which is a prerequisite to the removal of any building on any such property after they were informed that their actions were against the law.
76. That Defendants' conduct in improperly ordering the demolishing of the house without adherence to such procedures was the proximate cause of Plaintiff's being deprived of the protection granted to him under the law entitle Plaintiff all consequential damages and punitive damages associated therewith, including, but not limited to, all cost associated with prosecution of this action including reasonable attorney's fees.

FOR A FOURTH CAUSE OF ACTION
AGAINST RICKI MARTIN, JANET GRANT AND ROBERT O'DONNELL FOR
VIOLATIONS OF THE PLAINTIFF'S CONSTITUTIONAL RIGHTS

77. That Paragraphs one(1) through seventy-six (76) are hereby incorporated verbatim.
78. That the Defendants have instituted and pursued violations of the Plaintiff's constitutional rights in order to take property from the Plaintiff.
79. The Defendants violated the Plaintiff's right to property as guaranteed by the laws of South Carolina and the United States of America.
80. That the Defendants by actions and omissions violated the Plaintiff's rights.
81. The Defendants violated United States Code Section 1983.
- i. They failed and refused to protect the Plaintiff's civil rights;
 - ii. They failed and refused to utilize the proper policies and procedures of the department;
 - iii. Violated the Plaintiff's civil rights;
 - iv. Failed to provide the Plaintiff with the proper care as required by the law;
82. That, as a direct and proximate result of the Defendant's gross negligence and recklessness disregard for the Plaintiff's Rights pursuant to the State of South Carolina and the United States Constitution, the Plaintiff
- i. Suffered emotional distress;
 - ii. Suffered the significant damages;
 - iii. Will continue to suffer significant damages as a result of the fraudulent actions of the Defendants.

83. That the Plaintiff is entitled to judgment against the Defendants for actual damages, consequential, and all other damages available pursuant to the allowances and restrictions of the United States Code of Laws Section 1983.

FOR A FIFTH CAUSE OF ACTION

84. That Paragraphs one(1) through eighty-four (84) are hereby incorporated verbatim.
85. The Defendant, City of Georgetown's, conduct of taking the property of the Plaintiff is the taking of property without the proper authority or notification.
86. That the Defendant, City of Georgetown has converted the Plaintiff's property without proper compensation.
87. That the Defendant, City of Georgetown is the proximate and direct cause of damages to the Plaintiff.
88. That the Plaintiff is entitled to damages from the Defendant in the amount of Actual, consequential and compensatory damages from the Defendant.

FOR A SIXTH CAUSE OF ACTION

89. That Paragraphs one(1) through eighty-eight (88) are hereby incorporated verbatim.
90. That Defendants actions of failing to follow the Administrative Procedures as set forth in the law violated the Plaintiff's rights.
91. That the Plaintiff has suffered significant damages as a result of the Defendants failing to provide proper notice and giving the Plaintiff the opportunity to be heard.
92. That the Defendants actions of wrongful condemnation and ordering the removal of the building violated the Administrative Procedures Act and violated the Plaintiff's

Constitutional Rights to property free of harassment from the government.

93. The Defendants are the actual and proximate cause of damage to the Plaintiff.
94. That the Plaintiff is entitled to actual, consequential and compensatory damages against the defendants individually and as employees of the City of Georgetown for their actions of violating the Plaintiff's constitutional rights.
95. That Defendants' actions of wrongfully denying Plaintiff the use of his property and ordering demolishing of the same without following proper statutory procedures applicable to such action amount to an abuse of power and entitles Plaintiff to have judgment against Defendant for all damages proximately caused by the same including actual, consequential, and punitive damages, costs and reasonable attorney's fees.

FOR A SEVENTH CAUSE OF ACTION

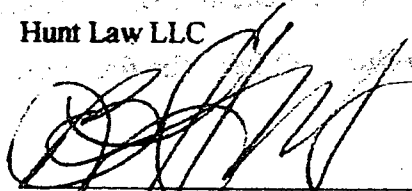
96. That Paragraphs one(1) through ninety-five (95) are hereby incorporated verbatim.
97. That the actions of all Defendants in failing to follow the proper procedures as described by law for the condemnation and demolition of property, violating the Administrative Procedures Act, Violation of the Plaintiff's Constitutional Rights, failure to Provide the Plaintiff the proper Due Process of law as Prescribed by the Law was negligent.
98. That all individuals and the City of Georgetown failed and refused to exercise the slightest care in regards to their actions taken against the Plaintiff.
99. All defendants failed and refused to exercise the care as required by their positions.

100. That each Defendant acted willfully to violate the Plaintiff's property rights, constitutional rights, failure to follow the procedures as prescribed by law and failed and refused to protect the Plaintiff.
101. The Defendants' further failed and refused to properly investigate the circumstances surrounding the property further violating the rights of the Plaintiff.
102. That the Defendants are the actual and proximate cause of damage to the Plaintiff.
103. That the Plaintiff is entitled to actual, consequential and compensatory damages against the defendants individually and as employees of the City of Georgetown for their actions.

FOR AN EIGHTH CAUSE OF ACTION

104. That Paragraphs one (1) through one hundred and three (103) are hereby incorporated verbatim.
105. The Defendants violated plaintiff rights of equal protection under the law using selective enforcement, the plaintiff lot TMS# 05-00-22-026 is adjoining TMS# 05-00-22-027 without a physical separation such as fencing or natural boundary and both are naturalized lots for over twenty years, yet the defendant wrote a citation on one lot and not on the other. There are countless lots located within the City of Georgetown that were not the subject of this type of enforcement.
106. That Defendants' engaging in the selective enforcement as a violation of equal protection rights entitling Plaintiff to have judgment against all Defendants for the damages proximately caused by the same including, actual, consequential, and punitive damages as such conduct was outside the scope of the official duties of such official duties of such officials, employees, agents and servants.

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Date: May 11, 2015

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loss of freedom far in excess of what is prescribe and allowed by the City of Georgetown code of ordinances and S.C. Code of Laws (1976, as amended) for non-compliance to the bogus order to demolish the house. The fines were more than double those allowed by law.

108. That Defendants' engaging in issuing bogus and inflated fines with the possibility of loss of freedom far in excess of what is prescribe entitling Plaintiff to have judgment against all Defendants for the damages proximately caused by the same including, actual, consequential, and punitive damages as such conduct was outside the scope of the office.

THEREFORE, the Plaintiff respectfully requests the following relief:

Entry of judgment in favor of the Plaintiff and against Defendants;

1. Any and All Economic Damages;
2. Any and All Future Economic damages;
3. Any and All Actual Damages
4. Any and All Compensatory and consequential damages;
5. All damages available pursuant to Federal Law;
6. All damages available pursuant to State Law;
7. Attorneys fees and costs; and
8. Other such relief as may be appropriate to effectuate the purposes of South Carolina Law, and
9. All other damages as this Honorable court sees fit.

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1 MS. HUNT: I am looking right now. So...

2 THE WITNESS: That's another deed.

3 MS. HUNT: All we have is the quitclaim
4 deed.

5 THE WITNESS: This is it right here
6 (indicating).

7 BY MR. BAXTER:

8 Q The first document I'm going to ask you
9 about is the lease, which appears to be entered into
10 on January 15th of 1993 and it was for a period of
11 five years, \$250 a month. And this document appears
12 to have been filed with the -- with Georgetown
13 County; is that correct?

14 A That's correct.

15 Q And did you take possession of the
16 property as a result of this release -- I mean this,
17 as a result of this lease?

18 A Yes, sir.

19 Q Okay. And at the time -- let me ask you
20 this. There are two pieces of property. Was this
21 for both of them or just one of them, the lease?

22 A Well, at the time, it was for both of
23 them. I used both of them. I didn't know there was
24 actually two properties there.

25 Q Okay. And what did you do with the



1 property?

2 A I sold things from there, pictures.

3 Q Now, was there a building or were you just
4 outside selling stuff?

5 A No. It was a building. It was a
6 building. Used to be a grocery store, building.

7 Q And I believe that was a commercial piece
8 or was zoned as commercial or some -- of at least
9 some of the property --

10 A Right. Right.

11 Q -- zoned commercial?

12 A Commercial, that's correct.

13 Q And then in 1995 --

14 MR. BAXTER: And let's mark this as
15 Exhibit 1.

16 (Defendant's Exhibit Number 1 was marked
17 for identification.)

18 BY MR. BAXTER:

19 Q And I'm showing you what has been marked
20 as Defendant's Exhibit Number 1 and ask you if you
21 could identify this document?

22 A Yes.

23 Q Okay. What it is?

24 A It's a deed. It's a contract of sale of
25 the property.

1 Q Okay. And this was for the -- at the time
2 which was identified as tax parcel No. 5-22-26 and
3 5-22-27, correct?

4 A That's correct.

5 Q And this is a document you referred to
6 earlier where you said you made a down payment, I
7 believe, of \$8,000; is that correct?

8 A I'm not sure what it was. It's been so
9 long ago. But it's on there.

10 Q Down payment, 8,000?

11 A Okay.

12 Q And was that -- was that paid at the time
13 that the contract was signed?

14 A Yes.

15 Q And you actually paid that money?

16 A Yes.

17 Q And then there was also a provision that
18 you would pay \$250 a month until the remaining 32,000
19 was paid off; is that correct?

20 A That's correct.

21 Q And did you make those monthly payments?

22 A Yes, I did.

23 Q Now, did that, in essence, end the lease?

24 A Yes. Yes.

25 Q You didn't keep paying the lease --

1 A No, sir. The lease was over.

2 Q Who prepared this document?

3 A Robbie O'Donnell. Attorney Robbie
4 O'Donnell.

5 Q And did you pay him or did Mr. Alford pay
6 him?

7 A Mr. Alford paid him.

8 Q And was he Mr. Alford's attorney?

9 A Yes.

10 Q Did you have an attorney review this
11 document?

12 A No, I did not.

13 Q And did you continue to use the property
14 to sell stuff from?

15 A Yes, I did.

16 Q I haven't done the math yet, but, let's
17 see, this would have been taken 10 to 15 years to pay
18 off if you --

19 A Twelve years.

20 Q Twelve. So if you would have maintained
21 that schedule, it would have taken 12 years to pay
22 off?

23 A Yes, I think 12.

24 Q Now, up until the time that Mr. Alford
25 died, did you continue to make payments?

1 A Yes.

2 Q Okay. And Mr. Alford paid the property
3 taxes?

4 A I gave -- yeah, he paid the taxes. I just
5 had to give him the money.

6 Q And then in -- okay. When did Mr. Alford
7 die?

8 A Let me see. I got his will someplace in
9 here. I have it in there. I'm not sure of the date.
10 I can look at that and tell you from there because I
11 don't really remember.

12 Q There it is.

13 A 1993.

14 Q Okay.

15 A That's when his will was --

16 Q But my question, Do you know when he died,
17 approximately?

18 A I don't know when he died.

19 Q Now, after he died, did you continue to
20 make the payments?

21 A Yes.

22 Q And to whom did you make the payments to?

23 A To Ms. Cleo Alford, his wife.

24 Q Now, you have -- in your Complaint, you
25 reference the fact that Mr. O'Donnell failed to file

1 the contract with Georgetown County, correct?

2 A That's correct.

3 Q And was it your understanding that that
4 contract would be filed?

5 A Well, it was my understanding because when
6 I -- when I was leasing it, they filed the lease. So
7 it was my understanding that -- from Mr. Alford that
8 it would be filed, because he was that type of
9 gentleman. Filed everything.

10 Q And the -- after -- and I think I just
11 asked you this question. But after Mr. Alford died,
12 did you make the checks payable to the estate --
13 strike --

14 You paid Ms. Cleo --

15 A I paid Ms. Cleo.

16 Q Okay. Okay. Did you have any
17 conversations with her about the contract or about
18 paying taxes or anything of that nature?

19 A No. I just kept paying her and would give
20 her the money for the taxes every year.

21 Q And then in here it references that in
22 2003, 5-22-26 was sold for taxes, correct?

23 A That's correct.

24 Q And how did you learn of that?

25 A I learned of that when I -- after I had

1 finished paying for it, I was getting ready to do
2 something with it and -- because I wanted to build on
3 it. And that's when I learned that it was -- that it
4 was sold.

5 Q Now, you also in your Complaint reference
6 the fact that 5-22-27 was conveyed to Alex Alford,
7 Junior, and 5-22-26 was conveyed in trust to Mr. Alex
8 Alford, Junior, and Ms. Cleo Alford in violation of
9 the contract. What do you contend should have been
10 done?

11 A Well, what I -- what I thought should have
12 been done since Attorney O'Donnell had drew up the
13 contract, I thought that both of them should have
14 stayed together since I was paying for both. And the
15 money that he charged for the taxes -- I don't know
16 what it was -- but I think that if she had both, I
17 think that she would have used the money to pay the
18 taxes. She was a older woman and she had a lot of
19 property, paying taxes on a lot of property. I think
20 if it was together it would have been easy for her.

21 Q Now, you indicated earlier that you found
22 out that the property had been sold at tax sale after
23 you'd paid off the property --

24 A Yes.

25 Q -- or paid off under the contract?

1 A Yeah, under the contract.

2 Q When did that occur?

3 A I think it was 2007, if I'm correct. I
4 think it was in 2007.

5 Q So in 2007, you made your last payment.
6 And at that point in time, what did you do?

7 A Ms. Alford, after I paid the last payment,
8 she went to the attorney and brought me a deed for
9 part of one of the property.

10 Q Okay. Which piece of property?

11 A The -- let me see. 05-22 -- 050025. I'm
12 trying to see when one -- one was sold to Swinnie.
13 I'm trying to read this and see which one was sold.
14 The one that -- 05-22-27 was sold to Mr. Swinnie. So
15 the other one, she cut it -- the other one she
16 had -- it was cut and she just gave me part of it.

17 Q Okay.

18 A Created two lots out of that one.

19 Q Do you know how the two tax parcel numbers
20 came about?

21 A How it came about?

22 Q Right.

23 A Well, I think when -- it was created by
24 O'Donnell, Robert, attorney.

25 Q How did he create it?

1 A That's the question. He didn't -- it
2 wasn't -- it was too small for -- I don't know. At
3 the time, in 2007, the only thing I knew that I was
4 given a deed with part -- I was given a deed that
5 consist of part of one of the properties that I
6 bought. And it never came through -- it wasn't
7 surveyed or anything, so I don't know how it was
8 done.

9 Q But do you know that Mr. O'Donnell did it
10 or did the county do it or did the city do it?
11 That's what I'm trying to find --

12 A He may have made the deed.

13 Q Right.

14 A So she went to him -- what she said was
15 she went to him, because I confronted her. And she
16 said she went to him and he wrote the contract and he
17 was the one who sent me the deed.

18 MR. BAXTER: Bonnie?

19 MS. HUNT: Yes, sir.

20 MR. BAXTER: That's the deed. It's the
21 two deeds. It's the deed and then the second one is
22 the quitclaim deed. I mean, I can separate them. I
23 was just going to keep them together.

24 MS. HUNT: That's fine. They're both in
25 your documents.

1 MR. BAXTER: Right. Mark that.

2 MS. HUNT: Are we marking this as Exhibit
3 Number 2?

4 MR. BAXTER: This will be Number 2.
5 (Defendant's Exhibit Number 2 was marked
6 for identification.)

7 BY MR. BAXTER:

8 Q Mr. Singleton, I'm showing you what has
9 been marked as Defendant's Exhibit Number 2, which is
10 actually two different documents, and ask you if you
11 can identify those documents?

12 A Yes.

13 Q Okay. Now, the first five pages is the
14 deed from Ms. Alford to you indicating that
15 consideration paid was \$40,000 and it indicates that
16 it is tax map No. 5-22-26. Is this the -- you
17 indicated that after you made -- you paid off the
18 full amount under the contract; you went to her and
19 said, I paid the contract; and then she went to
20 Mr. O'Donnell and had this deed prepared. Is that
21 correct?

22 A Yes, but I think what -- on my copy -- let
23 me see. This is what she gave me, but it was only
24 part of -- I think it's .1. It was only part of
25 5-22-26. It wasn't a complete title to the property.

1 You see here, you'll see 41 feet, the rail line
2 40-by-120. If you look at the contract, that the
3 property is three or four times that size.

4 Q Okay. Do you know --

5 A What she did was they cut 26 into two
6 pieces and gave me a contract for part of it.

7 Q Okay. Do you know -- but you don't know
8 how it came about that 26 was cut into two parcels?

9 A No, sir.

10 Q And do you have any information to
11 indicate that Mr. O'Donnell somehow caused it to be
12 cut into two parcels?

13 A Yes, because he signed -- he signed
14 everything. And it wasn't -- he had the contract.
15 And these numbers -- what he typed up, the numbers
16 are not what's on the contract. If he had just put
17 the numbers that was on the contract -- these numbers
18 are made up. And not only that, the property is too
19 small that when they cut it, it's too small based on
20 the laws of the City of Georgetown to even issue a
21 deed through the city for that size 40-by-41. They
22 don't even allow that in the City of Georgetown.

23 Q And you understand that the tax map
24 parcels are created by the tax assessor's office with
25 the county?

1 A No, sir. In the City of Georgetown, you
2 have to take it to the city first before it even goes
3 to the county. You have to get it surveyed. It's a
4 process that you have to go through.

5 Q Okay. But the actual determination of the
6 tax map numbers and whether it's subdivided or not
7 ultimately is made by the tax assessor's office. I
8 mean, I understand that the tax assessor's office
9 requires to you get the approval from the city before
10 they'll do it, but the actual tax map numbers are
11 assigned by the tax assessor's office.

12 A Well, from my understanding, what they
13 told me -- I'm not a expert in that. From what they
14 told me is that when it's brought to them, they just
15 file it. They don't look into whether or not it was
16 done properly or improperly.

17 Q Right.

18 A They said the only thing they do is type
19 it in, file it, and that's it.

20 Q Okay.

21 A Because I went and checked with them and
22 asked them why would they -- why would they file
23 property that was too small to be subdivided in the
24 City of Georgetown. And they said they don't have
25 anything to do with that.

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1 Q Did they tell you when that was done?

2 A They -- they -- they referred me to the
3 paperwork that I had at the time when it was done,
4 when it was was clocked in. I think here it was
5 12:52:05.

6 Q And then the second document in Number 2
7 is a quitclaim deed, which is also from Ms. Alford,
8 correct?

9 A Right. I went to her and told her that I
10 was getting ready to have some plans drawn. I was
11 getting ready to use the building on the property and
12 I noticed that she had only given me part of the
13 property, and I didn't want to go and deal with an
14 attorney. And I suggested to her that she sign a
15 quitclaim. That way she wouldn't have to pay an
16 attorney and I wouldn't have to go any farther with
17 it outside of her.

18 And then I told her that the other
19 property, I had just found out that was sold on
20 taxes. And she asked me to allow her to try to get
21 that straight. And we made an agreement that I would
22 allow her to sign the quit deed. She apologized, and
23 I told her I would give her time to do it because I
24 knew her financial situation. Because sometimes I
25 would pay her two or three years of taxes in advance

1 to help her because -- anyway...

2 Q Okay. So the -- in 2007, you got the
3 quitclaim deed from her that straightened out the
4 problems with the deed that you got in 2005, correct?

5 A That's correct.

6 Q Okay. So as of -- as of October 25th,
7 2007, you owned all of 5-22-26, including the
8 little -- the new little tax map?

9 A That's correct.

10 Q Okay. So you owned 5., whatever it is.
11 5. -- I mean 5-22-26 .00 and 5-22-26 .001?

12 A Right.

13 Q So you owned all that property?

14 A Right, the old one and the small one in
15 the front.

16 Q Okay. And then Mr. Swinnie -- you learned
17 about that same time that Mr. Swinnie owned 5-22-27,
18 correct?

19 A That's correct.

20 Q And you entered into an agreement with her
21 that she would try to get that straightened out?

22 A Verbal agreement, yes.

23 Q Was she ever able to get that straightened
24 out?

25 A No. No, sir.

1 Defendant's Exhibit Number 5. And this is -- at
2 least as far as the documents you have, this is the
3 first letter that you would have received from
4 Ms. Grant in reference to the condition of the
5 property at 5-22-26, correct -- or Merriman Road
6 property?

7 A Yes. That's the one that I have in my
8 possession, yes.

9 Q And as a result of receiving that letter,
10 what did you do?

11 A I informed her that the lot had been like
12 that before I even entered the contract. It's been
13 like that maybe 15 years that I could remember before
14 I entered the contract. I told her that it was a
15 naturalized lot and I could show her maybe a hundred
16 lots in the City of Georgetown behind Walmart,
17 Kentucky Fried Chicken, anywhere coming any direction
18 into Georgetown, and she could not write me a ticket
19 on a naturalized lot and legally she could not ask me
20 to remove a structure because she had been told by
21 the state that she could not conduct herself as a
22 building official and only the building official.
23 could come and do an inspection of that house and ask
24 me to remove it.

25 And I told her that she was breaking the

1 law.

2 Q Okay. Now, was this a -- was this a
3 face-to-face meeting or did you --

4 A Oh, yes, sir. Face to face.

5 Q Okay.

6 (Defendant's Exhibit Number 6 was marked
7 for identification.)

8 BY MR. BAXTER:

9 Q Showing you what has been marked as
10 Defendant's Exhibit Number 6, which is actually
11 undated, and ask you if you recall whether you
12 received that particular letter or not?

13 MS. HUNT: Is that Bates stamped 09?

14 MR. BAXTER: Yes.

15 MS. HUNT: Okay. Thank you.

16 THE WITNESS: No. I don't -- the only
17 time I can remember them asking me to come in was a
18 few years earlier when there was a house on the lot
19 that wasn't in that good a condition. And I went in
20 and I spoke to them and I tore it down because they
21 asked me. They didn't write a ticket or anything
22 like that because, by law, I didn't have to do
23 anything with it.

24 BY MR. BAXTER:

25 Q And that building was torn down?

1 A I tore it down, yes. That's the only time
2 I can ever remember going in the office and talking
3 to them.

4 MR. BAXTER: Let's mark that.

5 (Defendant's Exhibit Number 7 was marked
6 for identification.)

7 BY MR. BAXTER:

8 Q Showing you what has been marked as
9 Defendant's Exhibit Number 7. And that is one of the
10 documents in your file. Do you know how you would
11 have received that document?

12 A I don't know how I received it, but I know
13 I received it.

14 Q Okay. Now, in the records that we have
15 provided you are -- there are some letters and some
16 of them were sent certified. And one of them went to
17 Willie Singleton -- or one of the certified letters
18 on September 17th of 2010 went to Willie Singleton at
19 501 North Congdon Street in Georgetown. And it looks
20 like it was signed by -- let me ask you if you
21 recognize that signature or that person?

22 A I can't -- that's Matthew Millwood. This
23 look like the gentleman that works for the city,
24 Matthew Millwood.

25 Q Yeah. Let me -- disregard that.

1 A Yes.

2 Q Here's -- okay. Here's one I was going to
3 ask you about. Sorry about that. September 17th.
4 And it went to -- this one went to 89 Penncline -- or
5 how do you pronounce that?

6 A Penncline Court.

7 Q Penncline Court?

8 A Yeah. I used to live there years ago.

9 Q And it was signed a Jenny Mohammed. Do
10 you know who that is?

11 A Gervais.

12 Q Gervais.

13 A That's my son.

14 Q So do you know if he gave you what he
15 would have received on that date?

16 A No. I know he didn't, because I didn't
17 need him; so I know he didn't give it to me. I
18 wouldn't allow him to sign for anything for me. He
19 was a child.

20 Q How old would he have been at the time?

21 A Let me see the year on it.

22 Q It would have been 2011.

23 A 2011?

24 Q 2010. Excuse me.

25 A 2010. Probably was about 15, 16.

1 Q Now, how about 501 North Congdon Street?

2 A That's me.

3 Q So you were living there?

4 A Yes, sir.

5 Q And did you receive mail at that location?

6 A Yes.

7 Q Okay. But you're not sure how, but you
8 did receive --

9 A Yeah, I did receive it. I don't remember
10 how, but I did receive it.

11 Q And as a result of receiving it, what did
12 you do?

13 MS. HUNT: We're talking about Number 7?

14 MR. BAXTER: Number 7. Excuse me. The
15 summons.

16 THE WITNESS: I told her -- met with her
17 and told her that the -- that the amount on the
18 ticket was illegal, my exact words to her, because
19 even if you're found guilty by a judge, they cannot
20 give that amount. Ticket should have been for \$500.
21 I told her that the ticket itself was poison because
22 she could not write a ticket asking me to remove a
23 structure. And I told her that the -- then I told
24 her that lot, like many of the other lots in
25 Georgetown, if you write all of them a ticket, she

1 can write me one. Other than that, the ticket wasn't
2 no good.

3 Q Okay. Now, this set a court date.
4 Let me -- you did not pay that amount? It showed a
5 bond amount. You did not pay that amount --

6 A No, sir, I did not.

7 Q Okay. And it set a trial date for October
8 21st of 2011. And did you appear on that date in
9 Municipal Court?

10 A Yes, I did.

11 Q And I have a -- let me, before I get too
12 mixed up here. So you appeared in court and
13 requested a jury trial?

14 A Yes, sir.

15 Q Now, I'm not going to mark this. I'm
16 going to ask you about it first. This is a document
17 that was sent to Janet Grant from the Summary
18 Court -- Summary Court summons and it's dated October
19 21st of 2010 and at the top it's got a handwritten
20 note. Says, "Requests jury trial." Did you receive
21 a document like this?

22 A I don't recall receiving it, but I did
23 request a jury trial.

24 Q Okay. And on that occasion, it set a
25 trial for January 10th of 2011. Do you know how you

1 Q And you would have appeared some time that
2 general time and you would have requested a
3 continuance, correct?

4 A I didn't. The court.

5 Q Okay. Do you know why it was continued?

6 A I think -- I'm not a hundred percent sure.
7 I think it had something to do with some sort of
8 weather or something they said what the reason was.

9 Q Okay. Well -- and then it looks like
10 on -- there was one issued and it went to Janet Grant
11 on February 10th. It's my understanding there may
12 have been a weather problem on January 10th.

13 A Yeah.

14 Q And this one set a trial for April 4th of
15 2011. Do you recall being notified of a trial for
16 January (as spoken) 4th of 2011?

17 A I'm not quite sure about the dates, but I
18 was -- I did show up. So...

19 Q Okay. And was that one continued?

20 A If it was the last one that I went to, I
21 asked for a continuance --

22 Q Okay.

23 A -- because I had brought charges up
24 against Janet Grant to the state for writing the
25 ticket with the house on it.

1 Q So at that point in time, you had filed a
2 complaint with LLR, correct?

3 A Yes, sir.

4 Q And on that occasion, you asked the case
5 be continued until a later time?

6 A Yeah, I asked that it be continued until
7 the LLR made their decision.

8 Q And at some point in time, the case was
9 set for trial on July 11th of 2011. Did you receive
10 notification of the July 11th, 2011, trial?

11 A When they had the trial, that's the one I
12 didn't receive.

13 Q Okay. And how did you find out that the
14 case had gone to trial?

15 A I received -- I think I received a letter.
16 I received a letter, I think, telling me the results.
17 And that's when I went and saw -- talked to
18 O'Donnell.

19 Q Okay. And what did he tell you?

20 A Well, I told him that the -- that they had
21 the trial and the LLR had not made their decision
22 when they had the trial and the fact that they tried
23 me on half of the ticket and not the part with the
24 house. They didn't -- they didn't try me on the part
25 of the ticket that said I had to demolish the house.

1 Q And then what was identified as Number 7
2 is actually the notification from the court showing
3 that the trial was held on July 31st of 2011 and that
4 you were being assessed a fine of a thousand
5 ninety-two dollars, correct?

6 MS. HUNT: That says July 13th.

7 BY MR. BAXTER:

8 Q Excuse me. July 13th of 2011 and that you
9 were assessed a fine of a thousand ninety-two fifty,
10 correct?

11 A Yes.

12 Q Now. Is this a document you received
13 after the fact and you then went and talked to
14 Mr. O'Donnell?

15 A That could be it. It's been a long time,
16 but I know I did receive a document.

17 Q Okay. So I just want to clarify.
18 Originally you got a ticket back in 2010?

19 A Yes.

20 Q You showed up, requested a jury trial, the
21 case was continued. There was a trial held in July.
22 And some time after the trial, you received
23 Defendant's Exhibit Number 7 notifying you there had
24 been a trial and you were found guilty and you had to
25 pay a fine?

1 Q You never -- you never applied for an
2 application to demolish the building on that?

3 A Oh. No, sir. No, sir.

4 Q Okay. Okay. So this is just one of the
5 documents you got. Did you do a FOIA request to the
6 city?

7 A Yes. I wanted -- I asked them to give me
8 a list of all the buildings that Janet Grant had
9 written letters -- written tickets for requesting
10 that people demolish their buildings.

11 Q Okay. And you provided me with copies of
12 what you received in conjunction with that?

13 A Yes, sir.

14 Q And Defendant's Exhibit 11 doesn't have
15 anything to do with you. This is just one of the
16 documents you received pursuant to that Freedom of
17 Information request?

18 A That's correct.

19 Q Now, the structure that is located on that
20 lot, did you ever apply for any building permits,
21 demolition permits, any type of permit to do any work
22 whether it's to repair or tear down for that house?

23 A No, sir.

24 Q And the structure that's on there, part of
25 it collapsed the latter part of 2015, correct?

1 A 2015?

2 Q Back in this past December?

3 A It could have been December.

4 Q Okay. Let me -- part of that house has
5 collapsed, correct?

6 A That's correct.

7 Q And how did you receive notification that
8 it had collapsed?

9 A From the attorney.

10 Q Okay. And is your understanding that the
11 city notified me and I notified Ms. Hunt that the
12 house had collapsed and part of it was on the
13 sidewalk and maybe in the street?

14 A That's my understanding.

15 Q Did you ever go out there and look at it?

16 A Yes. Yes.

17 Q And when you went out there, what did you
18 observe?

19 A I observed that part of it had collapsed.

20 Q Do you know what caused it to collapse?

21 A No, I don't know what caused it to
22 collapse.

23 Q And you agreed that the city could push
24 the debris off of the sidewalk?

25 A Yes, I did.

1 Q And as far as the house goes, other than
2 the letters which you -- or the letter, at
3 least -- the letter you received that there was a
4 notation at the top indicating that it was a
5 dilapidated house, did you receive any type of
6 notification from the city that that house needed to
7 be torn down?

8 A No, I never received anything from the
9 building official about that house at all, because it
10 wasn't in that bad a shape. I mean, you're talking
11 about six years ago when they started writing the
12 ticket.

13 Q Okay. So as far as the house or the
14 structure goes --

15 A Yes.

16 Q -- the only thing you would have received
17 is -- in the letter it indicates that -- talks about
18 grass needs cutting from front property line to rear
19 property line and a dilapidated structure needs to be
20 removed?

21 A Right. Only from Janet Grant.

22 Q That was from Janet Grant?

23 A Yes.

24 Q But you never received any paperwork
25 indicating that the city was initiating condemnation

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1 of that property or anything of that nature?

2 A No, sir.

3 Q Okay. And as far as that structure goes,
4 you were never denied a permit or anything to repair
5 or do any work on that structure?

6 A No. I didn't see where it needed any
7 repair.

8 Q Okay. And you don't know why it
9 collapsed?

10 A Yeah. I mean, you know, after -- I don't
11 know why it collapsed, but, you know, it was sitting
12 there since 2010. And once it got into the system, I
13 talked to Rick. And he'll tell you I told him that
14 if they had not broken the law and he had come to me
15 and talked to me, the same way I worked with them
16 with that one, I may have. But there was nothing
17 wrong with it. But once it got in that shape that it
18 was in, lately, I told him that after everything was
19 over, then maybe I would tear it down. But I'm not
20 going to allow them to just break the law, send Janet
21 out there to me and, like she did with everyone else,
22 writing them tickets. You noticed all those permits
23 where people went and tore their houses down and Rick
24 never went to them and started a condemnation process
25 or anything. So that's why.

1 Q Now, you are suing the city and also
2 Janet Grant and Ricky Martin and Robbie O'Donnell.
3 And I'm going to start with, Why are you suing
4 Ricky Martin?

5 A Well, Ricky Martin is the building
6 official. All right. He -- he is the only person in
7 the City of Georgetown that can order a house to be
8 demolished once he takes it through the condemnation
9 process. Janet Grant, he knows that Janet Grant can
10 not write tickets to tell people to tear down,
11 demolish houses. The investigator from the state
12 told me that Ricky told him that he gave Janet
13 permission to tear the house down. I talked to Rick,
14 and he told me that he did not. So one of them not
15 telling the truth.

16 Q Okay. Well, let me -- let -- the house
17 was never torn down by the city?

18 A It was never torn down.

19 Q Okay. And so there was never -- you've
20 not seen any paperwork or anything that the city
21 initiated the process to require you to tear the
22 house down?

23 A That's correct, but that's not why -- see,
24 Rick, his job is not -- he knows that Janet was
25 written up about doing -- conducting herself as a

1 Q Now, do you take the position that
2 Janet Grant does not have the ability to issue a
3 ticket just for the condition of the overgrowth of
4 the lot?

5 A No, sir.

6 Q Okay.

7 A My position is that it's a naturalized
8 lot. That's Number 1. There's two lots that
9 combine. There's no physical line there. She writes
10 me a ticket, didn't write the gentleman who bought
11 the property on tax sale a ticket, and she has that I
12 have to remove the building. That's my position when
13 it comes to that ticket, the entirety of that ticket.

14 And the last thing was the ticket -- the
15 City of Georgetown has it where you can only write a
16 ticket for \$500. And the state law I think -- it
17 says that a judge, once you're found guilty, he can
18 take it up to a certain figure but even that figure
19 is below the ticket figure that Janet Grant has on
20 this ticket. The initial figure is more than what a
21 judge can fine you if you're found guilty. So those
22 are the things that I have a problem with Janet with
23 that ticket, when it comes to me.

24 Q Okay. So if she had just said you need to
25 cut the overgrowth or you need to cut your grass or

1 the trees and it was \$500, you do not dispute that
2 she does not (as spoken) have the ability to issue a
3 ticket just for that?

4 A I do dispute that because it's a
5 naturalized lot. I mean, I can show you a hundred
6 lots, even lots that the city own that's in that same
7 condition. You leave here right now, you go look
8 behind Walmart, behind Kentucky Fried Chicken. When
9 you even going to Myrtle Beach, you look behind those
10 stations, you look by the bridge. They're
11 naturalized lots all over town.

12 So my words to her, once the city goes and
13 ticket all the naturalized lots in the city and
14 especially the one that's right next to mine, then I
15 don't have a problem with you ticketing me. But the
16 law says that you can't write tickets -- she can't
17 write tickets for naturalized lots. And when it
18 comes to the grass, she can write -- a yard, she can
19 write tickets for that.

20 Naturalized lots, when it comes to those
21 trees which clean the air and stuff, she can't write
22 it. The city would be writing tickets for 20 years
23 if they write tickets for everybody with naturalized
24 lots in the city of Georgetown.

25 Q Let me ask, when you say "naturalized

1 lot," what do you mean by that?

2 A Naturalized lots are lots with trees and
3 shrubberies on those lots. Any direction you going
4 to in Georgetown, you're going to see it. I'm
5 talking about you can't go -- if you go to Andrews,
6 you going to see them all down High Market Street.
7 You go behind the police department, Duke Street, you
8 go look behind Kentucky Fried Chicken, you see them.
9 You go behind Walmart, you see them. You go behind
10 the plaza right across the street where Walmart used
11 to be, you see them.

12 Over there by Bojangles, you see them.
13 You go to the new bank, they just -- they built in
14 front of Walmart, all around that bank is naturalized
15 lots. They cannot write tickets for those lots
16 unless somebody willingly go and plan to use that lot
17 and cut them down. They don't really want those
18 trees cut down.

19 Q But as far as your lot goes, you agree
20 there is a structure on there? There was a building
21 on the lot?

22 A That's correct. I agree with that.

23 Q Now, the FOIA -- the Freedom of
24 Information request you did wherein she gave either
25 notification, wrote a letter, or gave a ticket, are

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1 others who were given tickets concerning the
2 condition of their lots. Your position is theirs
3 were not naturalized like yours; is that correct?

4 A Right. Their lots were like the one I
5 have -- the section that was given to me -- when they
6 cut to 226, you know, when she went to O'Donnell and
7 they cut it, the front part of that lot is a lot that
8 falls under this section that Janet wrote the ticket
9 on. As long as that grass is not above 14 inches.
10 Once it over 14 inches, she can write that ticket for
11 that lot that I have in the front, because it's not a
12 naturalized lot.

13 Q So she could give you a ticket for part of
14 the lot but just not all of the lot?

15 A Yes, sir. She can give me a ticket for
16 .01, the one that they give me the first deed for, but
17 not the naturalized lot.

18 Q And as far as -- you never -- during this
19 time period, you never went in and cut the grass or
20 cut the trees or the bush or the undergrowth; is that
21 correct?

22 A No. I keep .01 one cut.

23 Q And the ticket was actually for both
24 pieces of property. You understood that?

25 A No. Uh-uh. When you read the numbers,

1 of the result of that?

2 A They didn't bring charges against her
3 because they said -- I told Rick that the gentleman
4 said -- the investigator said that Janet had
5 permission from Rick to do so and I needed to go
6 after Rick. I think in one of your emails you said
7 the same thing, that Rick told Janet Grant to do so.

8 Q And I know you've probably touched on all
9 this, but why are you suing Janet Grant?

10 A Janet Grant, because Janet Grant wrote the
11 ticket that I feel is poison. The fine was above
12 what the city allowed, which is \$500. She was
13 ordered by the state not to conduct herself as a
14 building official. She didn't have the right to
15 write a ticket to have a house demolished because you
16 don't demolish houses through a ticket. It has to be
17 through a condemnation process.

18 And the fact that she wrote the ticket for
19 me for a long period of time, took me to court, and
20 didn't do so with Mr. Swinnie. And the fact that
21 there are hundreds of naturalized lots in the City of
22 Georgetown and I couldn't find where she wrote
23 anybody else a ticket.

24 Q Other than Mr. Swinnie?

25 A No. She never -- she never -- she wrote

1 Mr. Swinnie a ticket after in the appeals court when
2 I complained about Mr. Swinnie being one of
3 the --- having one of the naturalized lots. But
4 during the time I was going to court, no, she never
5 wrote him a ticket at all.

6 Q Now, let me ask you this: Do you know
7 whether -- you don't know of anyone that she wrote a
8 letter to saying you need to clean up the lot and
9 they failed to clean up the lot?

10 A Do I know anyone?

11 Q Right.

12 A No. I didn't do any research on that.

13 Q And Mr. Swinnie was given a ticket in
14 2014. Do you know whether she had had prior
15 communications with him about cleaning up the lot?

16 A No prior communication.

17 Q Okay. Let me show you -- before I mark
18 it, I just want to -- in this photograph there's a
19 speed limit sign that says "Speed Limit 30" and
20 there's a white building or white structure. Who
21 owns that piece of property?

22 A I'm not sure. I would be guessing.

23 Q Okay.

24 A I don't want to guess.

25 Q I don't want you to guess either.

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1 property?

2 A I own part or it, yes.

3 MS. HUNT: Can we take a quick break?

4 MR. BAXTER: Yes.

5 (A break was taken from 11:41 a.m. to
6 11:44 a.m.)

7 BY MR. BAXTER:

8 Q Mr. Singleton, we -- you've testified
9 earlier that you were -- there were lots of
10 naturalized lots in the City of Georgetown and you're
11 unaware of anyone who was given a ticket, correct?

12 A Yes, sir.

13 Q Okay. Now -- and I want to -- are you
14 aware of any lots which you consider to be
15 naturalized that have buildings on them that the
16 person has not been given a ticket for?

17 A That have buildings on them?

18 Q Right.

19 A I hadn't checked. I don't know.

20 Q Okay. So the ones you are aware of are
21 basically vacant lots that have been allowed to be
22 overgrown, correct, with trees and bushes and
23 shrubbery?

24 A Yeah, the ones that I'm aware of,
25 it's -- no, they're not -- well, you can say some of

1 them have buildings on them but it's not the ones
2 that I checked. There are buildings like a gas
3 station. There's something like that. But I don't
4 know of any that -- that have a dilapidated building;
5 but there are several of them that have buildings on
6 it with that -- with naturalized lots around in the
7 back of them.

8 Q Okay. And were any of those, to your
9 knowledge, ever given tickets?

10 A No, not to my knowledge.

11 Q Do you know if any of those were ever
12 directed by Janet Grant or anyone with the city to go
13 in and clean up the lots?

14 A No, because, I mean, they hadn't been cut.
15 So I don't -- because even if you -- even if you pay
16 the ticket I think you still have to cut it. I
17 think. I'm not sure.

18 Q Well, now, you paid the ticket and you
19 didn't cut your lot, correct?

20 A I hadn't touched it because it's in the
21 system. I told Rick when I get through what I want
22 to do.

23 Q Okay. When you say it's in the system, is
24 that after this lawsuit's over with or what do you
25 mean?

1 A Well, yeah, because, you know, once the
2 lawsuit's there, you know, I know I can't go in and
3 mess around with it. I don't think I can.

4 Q Okay. Why are you suing Robbie O'Donnell
5 in this lawsuit?

6 A Well, I feel that, you know, he filed the
7 lease agreement but he wouldn't -- but he didn't file
8 when I bought the property. That's number 1. Number
9 2 is he being the family attorney, since he drew up
10 the contract, he knew that those two lots -- I feel
11 he should have known that those two lots should have
12 stayed together or either they should have been
13 notified that that contract was on both of those
14 lots.

15 Q Okay.

16 A And also, when I finished paying for it,
17 the fact that he had the copy of the contract because
18 he drew it up, she had a copy of contract. And then
19 when he sent me a deed of a lot that didn't go
20 through, wasn't surveyed, didn't go through the
21 process of the city, and the city don't allow you to
22 cut lots unless you have it surveyed, unless they
23 check the size.

24 The size wasn't -- the lot that he gave me
25 was -- I couldn't build anything on it. That's how

1 small it is. And I think that would have had to have
2 been intentional because the numbers were made up,
3 the description was made up, the size was made up.
4 And then after I -- after he did it, I found out a
5 couple of years later when I was getting ready to do
6 something with it, you know, I wrote him and tried to
7 get him to get with Mr. Swinnie. He never -- you
8 know, he never responded. So I feel that cutting of
9 the lot was intentional.

10 Q And you -- is it your understanding that
11 the cutting of the lot occurred as a result of the
12 deed from Ms. Alford to you, the original deed?

13 A From Mr. Alford, right. The original deed
14 from Mr. Alford to me, that's what the -- the...

15 Q Is that what caused the lot to be --

16 A Right, the original deed -- no. The
17 original -- the original deed had the size on it.
18 All they had to do was the description of the
19 property, transfer that from one deed to the deed
20 they were making up for me and issue it to me. But
21 what they did was they took that -- it was two piece
22 of properties.

23 They took one of the properties, cut it,
24 didn't even notify me that one of them was sold on a
25 tax sale, because when they -- when they went through

1 the contract, they would have had to have known that
2 I bought two lots based on that contract. And the
3 fact that they cut it and add .01 on it lets me know
4 that they knew what they were doing.

5 Q Okay. But I'm trying -- the .01, was that
6 done by Mr. O'Donnell?

7 A Yes.

8 Q Okay.

9 A The deed was sent to me from his office.

10 Q Okay. The deed -- the deed from
11 Ms. Alford --

12 A And it was filed at the courthouse by
13 O'Donnell.

14 Q But it references the 5-22-26, correct?
15 Let's look at it.

16 A The deed to Ms. Alford, you're right, he
17 cut -- this is what he did. He cut the property and
18 transferred part of it back to Ms. Alford. This is
19 what he did and it's a fact that he did this. He
20 took Number 26. He cut it and added .01. Gave me
21 that number with the .01. Then he took the other
22 part of the property and gave it back to Ms. Alford
23 knowing that I had bought it.

24 Q Okay. Where do we -- do you have any
25 documents that reflect that?

1 A Yes. This document right here showed that
2 he transferred that property back to Ms. Alford after
3 I bought it.

4 Q Okay. This is a deed from Ms. Alford to
5 you.

6 A Okay. The deed from Ms. Alford to me and
7 the quit deed --

8 Q Right.

9 A -- is -- see this is the deed that
10 he -- when he cut the property, he gave this property
11 back to Ms. Alford. I had to go and get a quit deed
12 to get it from her. This is what -- this is
13 what -- see, I wouldn't have had to go to her and get
14 a quit deed if he didn't give her that property back.
15 He cut it, gave that one section to her. I had to go
16 and do a quit deed to get it back from her after I
17 bought it the first time. So that's why I know it
18 was intentional.

19 Q There wasn't an actual deed back to her.
20 You're just saying that when he prepared the deed,
21 the description did not include all the property it
22 should have included, correct?

23 A The deed that -- the deed ---

24 Q Okay. The deed from Ms. Alford to you --

25 A To me.

1 Q -- in 2005?

2 A Was the two -- right, 05-22-26 --

3 Q Right?

4 A -- was a section -- I'll put it like this:
5 Was a section that was left with Ms. Alford.

6 Q Right.

7 A Okay. He came up with a number and add
8 .01 and gave me a little parcel from the front of it.

9 Q But then that was straightened out by the
10 quitclaim deed?

11 A Yes.

12 Q Okay. So you were aware of that as of
13 2007, correct?

14 A No. I was -- I was aware -- what I was
15 aware of in 2007 was the fact that he gave me the
16 little parcel. That's correct. Okay. But what I
17 didn't -- what I didn't know in 2007 was that -- and
18 still don't know today is how he did it.

19 Q But you knew it was done? You just don't
20 know how it was done?

21 A Yes.

22 Q Okay. Now, are you suing him in
23 conjunction with anything that he did as a judge?

24 A As a judge?

25 Q Right.

1 A Well, yes. I found out that he, knowing
2 that -- and I think I found that out maybe about a
3 year ago -- that since he had done the deed for the
4 properties, that he should not have handled the case.
5 But I didn't know that at the time it was in the
6 court system.

7 Q Okay. You knew -- you knew he had handled
8 the deeds and all that. You just didn't know that
9 there were some legal implications with that?

10 A Right. I didn't know that -- I knew he
11 did the deeds and -- but I didn't know that the fact
12 that that property was in the system and Janet Grant
13 took me to court that he should not have --

14 Q Recused himself? Are you saying he should
15 have recused himself?

16 A Right.

17 Q Did you ever ask him to recuse himself?

18 A I didn't know that he should have recused
19 himself.

20 Q And you raised that issue on appeal,
21 correct?

22 A I could have, doing that --

23 Q Okay.

24 A -- because I found out a lot of stuff
25 doing research.

1 Q Showing you -- I'm not going to introduce
2 this, but this is the Initial Brief of Appellant
3 which you filed as part of the appeal. And in there,
4 one of the issues, Number 4, "Since the judge was the
5 attorney who prepared the deeds for the owner of the
6 property and knowing of, should have known the owner,
7 did the court commit a reversible error trying the
8 plaintiff as the owner?"

9 So you -- I mean, that was kind of one of
10 the issues you raised --

11 A Right. Right.

12 Q -- during the appeal?

13 A Uh-huh.

14 MR. BAXTER: And let's mark that.

15 (Defendant's Exhibit Number 13 was marked
16 for identification.)

17 BY MR. BAXTER:

18 Q I'm showing you what has been marked as
19 Defendant's Exhibit Number 13. And is this a letter
20 that you would have written Robbie O'Donnell, or
21 Robert O'Donnell back in 2007 when you learned about
22 the issues of the property?

23 A Yes.

24 Q Okay. In your Complaint, the first cause
25 of action talks about the Defendant's ordering the

1 A Right. But, see, the difference with that
2 is, like, .01, the property that I have at .01, she
3 wrote me letters also to that and I cut that. But
4 none of those, and even the ones you reading now,
5 none of them are naturalized lots. My only concern
6 with those and the reason why I got them is because
7 the state says she does not have the power to write
8 letters or give tickets asking people to demolish and
9 remove their buildings.

10 Q Okay. Well, and my question, in here you
11 indicate she wrote the letters to a number of people
12 telling them to do the same thing they told you,
13 correct?

14 A No, no.

15 Q What did she do differently?

16 A The difference is the type lots of those
17 letters. They're not naturalized lots. See, I got a
18 lot -- this is my thing: You got all these lots in
19 other areas that are naturalized, just like the one I
20 got. I want to be treated the same way they're
21 treated on the west side, north side, east side, and
22 south side. She does not -- she does not write
23 tickets in other areas the way she write it over on
24 the west end.

25 The only naturalized lot that I know of on

Willie Singleton
May 10, 2016

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1 the west end is the one that's owned by
2 Mr. Swinnie -- was owned by Mr. Swinnie and myself.
3 And what I told her is none of those are naturalized.
4 I even told her I could take her and show her the
5 other lots. Write them tickets for naturalized lots.
6 That's my point.

7 Q Well, let me -- for example, there's David
8 Byrom, 1918 Cherry Street. Arthur Trapper, 511 Bond
9 Street. Do you know the condition of those lots
10 before they wrote the letter telling them they needed
11 to come clean them out?

12 A No, sir.

13 Q Okay.

14 A What I did was I just ride around and look
15 and see if there's any other naturalized lots.
16 That's what I did. You know, and the problem that I
17 would have with that, Mr. Baxter, is this: If those
18 were naturalized lots, why didn't she write
19 Mr. Swinnie a ticket when his was right next to mine?
20 See, that's -- that wouldn't make it right if those
21 were naturalized lots for her not to write
22 Mr. Swinnie a ticket and he's right next to me and
23 there's physical -- visible line there.

24 That shows right there what her motives
25 were and all. See, those right there, we can assume

1 doing buildings. It's just a different time now.

2 Q I want to clarify something earlier. You
3 said that Ms. Grant's actions, she's very
4 discriminatory?

5 A There's no question about that.

6 Q Okay.

7 A I've told her that.

8 Q And is -- what I want to clarify that the
9 discrimination is based upon, what?

10 A The discrimination could be based upon her
11 mindset. It could be based upon fear. You know,
12 when you got a piece of property and somebody have a
13 piece of property right next to you and she doesn't
14 write that individual a ticket -- you cannot say why
15 they didn't do it, but you know that there's a
16 problem there mentally with her when it comes to
17 that, you know?

18 A lot of times people feel that only the
19 opposite race or the opposite sex can discriminate,
20 but that's not necessarily so. You know, you have
21 people sometimes that it could be out of hate. It
22 could be dislike. You know, I don't know what it is.
23 But what I saw her do, I feel that it's very
24 discriminative. For whatever reason in her mind, she
25 does what she do.

1 Because what I do is this: I tells her
2 where there are other places, right there by the
3 seafood place on Merriman Road, Georgetown Seafood,
4 you can look right there and see a naturalized lot
5 there. But for whatever reason -- and the thing
6 about it -- and I could be wrong -- but I feel she
7 does this of her own.

8 Q Okay. The --

9 A That's discriminative to me.

10 Q So you're saying because you are
11 African-American she has discriminated against you?

12 A Not only because I'm African-American now.
13 That's one. But because I stands up.

14 Q Okay.

15 A All right. And I don't -- I fight on
16 principles and I won't stop. And they -- and she
17 knows that and I don't -- I don't just fight for me.
18 And they got a problem with that. If I see them
19 breaking the law with someone else, then I stand up
20 for that individual who they're breaking the law
21 against.

22 And they -- I know that they have a
23 problem with it, but a lot of times people don't
24 react. They don't move on it, you know. But she'll
25 move on it, you know. She'll do things -- she'll do

Willie Singleton
May 10, 2016

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1 things that a white person -- and I'm black -- that
2 wouldn't do because she feel -- I feel she feels
3 because she's black nobody's going to try to get her
4 fired, nobody's going to mess with her from the black
5 community, and she does what she does because of her
6 mindset.

7 And so I can't say exactly what it is, but
8 I can say that she picks and choose how she handles
9 her job. And I've told her that in the front.

10 Q Now, the letters that she wrote to the
11 people and the people went in and either cleared the
12 lots or demolished property, do you know whether
13 these are white, black, oriental? Do you know what
14 race they are?

15 A All the ones that I know of, they on the
16 west end. So I think that I've seen one property
17 that may be owned by a white person, because I didn't
18 know the address, and it could be black. But I think
19 that property's on Church Street. They had it in the
20 newspaper. I think they had that one in the
21 newspaper. But I don't know who -- who owns it. But
22 I think that was because it was on the main run. But
23 it's still there. One of them that they had in the
24 newspaper, it's still there. They hadn't torn it
25 down.

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ROA 108

ROA 108

ORIGINAL

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN)

2015-CP-22-0483

WILLIE SINGLETON,)

Plaintiff,)

vs.)

Transcript of Record

June 1, 2017

CITY OF GEORGETOWN, JANET)
GRANT, INDIVIDUALLY AND)
AS AN EMPLOYEE OF THE)
CITY, RICKY MARTIN,)
INDIVIDUALLY AND AS AN)
EMPLOYEE OF THE CITY,)
ROBERT O'DONNELL,)
MAGISTRATE FOR THE CITY)
OF GEORGETOWN,)

Defendants.)

B E F O R E:

Honorable Steven H. John
Georgetown, County Courthouse
Georgetown, South Carolina

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

Bonnie Hunt Travaglio, Esquire
Attorney for Plaintiff

Douglas C. Baxter, Esquire
Attorney for Defendants

TAKEN BY:

Dixie C. Eubank
Circuit Court Reporter

PREPARED BY:

Kay H. Richardson
Circuit Court Reporter

ROA 109

I N D E X

JUNE 1, 2017

Pg.

Motion for Summary Judgment	3
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E X H I B I T S

No.

ID

EV

(No Exhibits were marked or admitted.)

ROA 110

ROA 110

1 (JUNE 1, 2017)

2 THE COURT: All right. The next one is Willie Singleton
3 versus City of Georgetown.

4 All right. I understand this is the motion for summary
5 judgment.

6 MR. BAXTER: Yes, Your Honor.

7 THE COURT: All right. If you would state your name and
8 I'll be glad to hear you, and the party you represent, please.

9 MR. BAXTER: Your Honor, Doug Baxter, and I'm here on
10 behalf of the Defendants.

11 THE COURT: All right.

12 MS. TRAVAGLIO: Bonnie Travaglio and I'm here on behalf
13 of Mr. Singleton.

14 THE COURT: All right. Thank you, ma'am.

15 All right. Go ahead, Mr. Baxter.

16 MR. BAXTER: Your Honor, this is a summary judgment
17 motion and just a little bit of -- well, a little bit of
18 procedural history, this case was originally filed in State
19 Court in May of 2015 and included Federal claims, 1983 action.
20 We removed it to Federal Court, went through discovery. We
21 then filed a motion for summary judgment and a hearing on our
22 summary judgment was heard and the Court issued an order
23 granting summary judgment as to the Federal claims. And, as
24 Your Honor is aware, at that point in time, the Federal Court
25 has an option that they can retain jurisdiction over the --

ROA 111

1 State law claims or they can remand it back to State Court.
2 The Judge did not rule on any State Court claims and it was
3 remanded back to State Court and we in turn filed a motion for
4 summary judgment.

5 And, the -- this case -- and I'm going to -- we've
6 attached a copy of the order granting summary judgment to our
7 memorandum. And I'm gonna kind of follow the facts as set out
8 in there, simply because as noted the Court made the finding
9 of facts of -- under the same summary judgment standard giving
10 the Plaintiff a view in the evidence in the light most
11 favorable to the Plaintiff. But, Mr. Singleton owns a piece
12 of property located in Georgetown, the City of Georgetown.
13 And at some point in time, there's some dispute or debate over
14 just how many letters he got or how many notices, but he can
15 see that he received one or more letters from the City in the
16 2009/2010 timeframe notifying him that his lot was overgrown
17 in reference to the ordinance, which is excessive overgrowth.
18 And he was also notified that there was a dilapidated
19 structure. He was given notice that he needed to cut the
20 grass or clear the lot or else action would be taken against
21 him. He actually met with the City representatives and
22 basically he said, I'm not gonna do anything. I disagree with
23 your interpretation of the law and the condition, et cetera,
24 et cetera. He was then issued a citation in September of 2010
25 scheduling a court date. He appeared. On the court date, he

ROA 112

ROA 112

1 requested a continuance. There was another court date set.
2 He requested another continuance based in part upon he had
3 filed a complaint with LLR against the City Building
4 Department. The case was rescheduled. And, apparently there
5 was some confusion but the case was called for trial on July
6 13th of 2011. He did not appear. He was tried in his
7 absence. He was found guilty. He was assessed a fine or he
8 was assessed a fine of \$1,092. And he then learned of the
9 conviction, spoke with the Municipal Judge, wrote him a
10 letter. The Municipal Judge considered that an appeal. That
11 was submitted to Circuit Court. The case was -- I think Judge
12 Culbertson issued an order in Circuit Court affirming the
13 decision -- or affirming the Municipal Court decision. Mr.
14 Singleton then filed an appeal to the South Carolina Court of
15 Appeals. The South Carolina Court of Appeals determined that
16 the appeal was untimely and they vacated the Circuit Court
17 decision based on the Circuit Court not having jurisdiction,
18 in essence, affirming the decision of the Municipal finding
19 him guilty of violation of the city ordinance. He then paid
20 the fine and this lawsuit followed.

21 The -- in the summary judgment motion, the -- first of
22 all, the Court had a hearing and at the hearing the --
23 Footnote Number 3 notes that Singleton conceded that there was
24 no viable takings claim. Footnote Number 4, he conceded that
25 there was no condemnation claim. The only thing that happened

ROA 113

1 in this case was they issued the citation for -- he was found
2 guilty of the lot being overgrown. In the complaint, he
3 alleges that the City condemned his house. He alleges they
4 took his house, but none of that occurred. And that was a
5 finding by the Court that none of those things occurred. In
6 fact, the house that is on there, a little over a year ago --
7 the City has taken no action with regards to that house other
8 than a little bit over a year ago, the house actually
9 collapsed on its own into the -- onto the sidewalk and into
10 the street. And, with the permission of the Plaintiff, the
11 City went and pushed the house off of the sidewalk. So, the
12 only actions taken by the City in this case is issuing a
13 ticket or a citation to him holding a trial, he'd be found
14 guilty and they collected the fine.

15 Now, I'm gonna start with the -- in the order, the Court
16 granted summary judgment -- as to selective enforcement
17 granted summary judgment as to any racial discrimination
18 claims, granted summary judgment as to any equal protection
19 claims, granted summary judgment as to any procedural due
20 process claims and also granted substantive due process -- I
21 mean, summary judgment as to any substantive due process
22 claims as well. And interestingly in a footnote, Footnote
23 Number 7 of the order, the Court notes -- the Court notes that
24 it is also difficult to ascertain if Singleton is alleging due
25 -- is alleging State law causes of action in the complaint.

ROA 114

ROA 114

1 And it says, in the event that he is, the Court refrains from
2 exercising jurisdiction over those causes of action.

3 Our first position is there is nothing left in this case.
4 The Court -- in fact, it -- normally, the Court says, I don't
5 rule on these and I'm sending this back. And here the Court
6 basically says I don't -- I'm not sure there are any State law
7 cases, but if there are, I'm remanding them back. And in the
8 claims, the -- they sent out a number of causes of action.
9 The first cause of action, Paragraph 62 indicates that he is
10 suing the City because they directed the Plaintiff to demolish
11 the property. They never directed him. They never took any
12 action. In one of the letters they sent him it indicated that
13 there was a dilapidated structure that needed to be addressed
14 that there was never a condemnation. He was never ordered to
15 demolish the house. He didn't demolish the house. The house
16 fell down on its own but there was never any action by the
17 City with regards to the house. The second cause of action
18 talks about that they failed to follow statutory procedures
19 governing condemnation alleging again no condemnation, no
20 demolition. The third cause of action says that they failed
21 to follow statutory procedures necessary to effectuate a
22 condemnation of Plaintiff's property. Again, no condemnation
23 was done. The fourth cause of action is the 1983 claims which
24 clearly were dismissed. The fifth cause of action says the
25 City of Georgetown has converted the Plaintiff's property

ROA 115

1 without proper compensation. There has been -- there's been
2 no -- in fact, he has never cleared the lot. All he did was
3 pay the fine so that there has been no action with regards to
4 his property, the use of his property or anything. And, in
5 fact, the Court in their footnote noted that there was no
6 taking. The second is failing to follow -- I mean, the
7 seventh, proper procedure for condemnation, demolition of
8 property, again, that hasn't -- that did not occur. There's
9 no facts. The eighth cause of action says that they violated
10 his constitutional right or they did say -- he did say they
11 violated Plaintiff's rights of equal protection under the law
12 using selective enforcement. Again, the Court granted summary
13 -- it specifically granted summary judgment as to selective
14 enforcement and also equal protection. So, it's our position
15 that their -- the Court's ruling, there was nothing left in
16 that complaint. And I'm not sure if -- my summary judgment
17 motion is kind of vague. I'm not sure what cause --
18 particular cause of action -- State law cause of action we'd
19 be dealing with.

20 Also, we've raised some issues that the -- that regarded
21 that if there is some State law cause of action, it would be
22 governed by the Tort Claims Act. And the Tort Claims Act,
23 under 15-78-60, specifically says that the City is immune for
24 anything involving enforcement of ordinances and issuing
25 tickets, et cetera, et cetera. So, even if there is some

ROA 116

ROA 116

1 cause of action based upon the issuance of the ticket, it
2 would be precluded by the Tort Claims Act. And finally, we --
3 well, not finally -- we also raise the issue of the Statute of
4 Limitations. The issuance of the ticket occurred about --
5 well, actually probably four or five years before the lawsuit
6 was filed. The conviction occurred four years before the
7 lawsuit was filed. We've raised this issue with -- in Federal
8 Court and the Federal Court Judge said, well, he was -- as
9 Your Honor is aware, 1983 does not have a Statute of
10 Limitations. They just tried to find the closest State law
11 cause of action. And he found that the -- in his opinion, the
12 selective enforcement was similar to malicious prosecution and
13 that -- that when you apply the three years rather than two
14 years. But, our position would be in this case there is no
15 malicious prosecution because -- and they've not pled one, but
16 even if they did, the -- one of the elements of malicious
17 prosecution is that there has to be a disposition of the
18 charges in favor of the Plaintiff and that didn't occur here.
19 He was found guilty, he paid the fine; so, there can be no
20 malicious prosecution. So, -- but every -- therefore,
21 everything that they can sue over, the Statute of Limitations
22 would've started running back in 2011 at the latest.

23 And, then finally we also raise res judicata based upon
24 the fact that any allegations currently, if there are any,
25 against the City would've had to do with issuing a ticket.

ROA 117

1 There has been a -- there has been a determination by the
2 Court, affirmed by the Court of Appeals, and you can't come
3 back in now and say, well, I'm suing you because you gave me a
4 ticket that I was found guilty of, I paid a fine, I appealed
5 and the Court affirmed the decision. So, we -- basically,
6 it's our position, there is nothing left in this claim after
7 the ruling in Federal Court and we'd just ask the Court to
8 grant summary judgment.

9 THE COURT: Thank you. Yes, ma'am?

10 MS. TRAVAGLIO: Thank you, Your Honor.

11 There were eight original causes of action. There was no
12 title to any of these causes of action except the 1983 action.
13 And Mr. Baxter has been nice enough to attach the order of
14 Judge Norton to his motion for summary judgment. And, if
15 you'll look at Page 4 on that, when you get a chance, it has
16 all of the causes of action that the Judge delineated as being
17 causes of action and he named them. And, as to those, on
18 Number 4, he named gross negligence as to all Defendants. We
19 would contend that that is the remaining cause of action. And
20 that gross negligence is related to their intentional failure
21 and conscious failure to notify him of the hearing. And if
22 you look at his affidavit ---

23 THE COURT: Which hearing, please, ma'am?

24 MS. TRAVAGLIO: The hearing for the final ticket.

25 If you look at his affidavit, which his Number 1 exhibit

ROA 118

ROA 118

1 to our response to summary judgment, there is an extensive
2 history between Mr. Singleton and the -- his -- and the City
3 and these Defendants. And there's also extensive litigation
4 history between Mr. Singleton and the City. And one of the
5 things that in this affidavit you will see that they did tell
6 him he needed to remove the structure, he needed to cut the
7 grass from front to back and remove the structure. So, he was
8 never told to remove the -- he was told to remove the
9 structure; he was never forced to remove the structure. And
10 that being said, there's an extensive history regarding
11 structures and the City with Mr. Singleton. They, in fact,
12 demolished the structure on another property and he sued them
13 for that and ended up winning at jury trial. So, there's not
14 just this singular history of Mr. Singleton and the City.
15 There's also an extensive litigation history and we would
16 contend that that gross negligence remains because it showed
17 an absence of care that is necessary pursuant to the law. And
18 Mr. Baxter is correct that there is no malicious prosecution
19 claim because we cannot prove that it was resolved in the
20 Plaintiff's favor. So, the only remaining cause of action we
21 would contend is the gross negligence.

22 THE COURT: Thank you, ma'am.

23 MS. TRAVAGLIO: Thank you, Your Honor.

24 THE COURT: You want to reply to that?

25 MR. BAXTER: Yes, Your Honor, just briefly. Assuming

ROA 119

1 there is a gross negligence claim arising out of the failure
2 to give him notice of the trial, that would be -- all those
3 issues were raised in the appeal. The -- he -- and plus, he
4 clearly was aware of that in July of 2011 by virtue of the
5 fact that he filed -- he filed an appeal with the Circuit
6 Court and that was one of the issues he raised in the appeal.
7 So, I -- and also in the Tort Claims Act, that would -- again,
8 that would still come under one of the 15-78-60 that talks
9 about judicial action, quasi-judicial action, et cetera, et
10 cetera, cannot be the basis of a claim.

11 And then second of all, we've got -- that issue has
12 already been ruled upon and the only way that can be an issue
13 is they'd have to come back and a jury would say, okay, the
14 Court of Appeals was wrong, he was denied proper notice, and
15 so, again, he can't do that. And then, finally, any cause of
16 action would arise as of July of 2011, which was about four
17 years, you know, give or take a few months as to when it
18 occurred. So, we don't think that's a cause of action in the
19 complaint but if it is, we're still entitled to summary
20 judgment.

21 RULING OF THE COURT:

22 THE COURT: Okay. All right. In this particular matter,
23 in looking at the complaint, Judge Norton, in reviewing it
24 apparently finds that there was a gross negligence claim. I'm
25 not sure where that might be in the pleadings. But assuming

ROA 120

ROA 120

1 that a State law claim remains, I grant the motion for summary
2 judgment on the grounds that the Plaintiff or the -- I'm sorry
3 -- the City of Georgetown is immune under the Tort Claims Act
4 as cited by Mr. Baxter and for the further reason of res
5 judicata. All these issues that could be covered under the
6 gross negligence claim were part of and raised in the matter
7 for which he was prosecuted and covered in the original trial
8 and the appeal. Therefore, the matter having been litigated
9 and found against the -- against Mr. Singleton, summary
10 judgment is hereby granted.

11 So, Mr. Baxter prepare a proposed order, E-file it with
12 the Court, and make sure you make reference for my review,
13 please.

14 MR. BAXTER: Thank you, Your Honor.

15 THE COURT: If you can do that within seven days.

16 MR. BAXTER: Yes, Your Honor.

17 MS. TRAVAGLIO: Thank you, Your Honor.

18 THE COURT: Thank you, ma'am.

19 (ADJOURNED.)
20
21
22
23
24
25

ROA 121

Singleton v City of Georgetown, et al. - 2015-CP-22-0483 14
CERTIFICATE OF COURT REPORTER

C E R T I F I C A T E

I, the undersigned, Kay H. Richardson, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the hearing held in the case of Willie Singleton versus The City of Georgetown, et al, held in the Court of Common Pleas for Georgetown County, Georgetown County Courthouse, Georgetown, South Carolina, on June 1, 2017, taken by Dixie C. Eubank.

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



Kay H. Richardson

Official Court Reporter

September 7, 2017.

ROA 122

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	C/A No. 2015-CP-22-00483
Willie Singleton,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER GRANTING
	)	SUMMARY JUDGMENT
	)	TO DEFENDANTS
City of Georgetown, Janet Grant,	)	
Individually and as an employee of the	)	
City, Ricky Martin, individually and as	)	
An employee of the City, Robert O'Donnell,	)	
Individually and as Magistrate for the	)	
City of Georgetown,	)	
	)	
Defendants.	)	

This matter is before the court upon motion of the Defendants for summary judgment. A hearing on this matter was held on June 1, 2017; present at the hearing were Bonnie Travaglio Hunt, attorney for the Plaintiff and Douglas Charles Baxter, attorney for the Defendants.

Procedural History

The Plaintiff filed a Complaint with this court on May 14, 2015 and the Defendants removed the action to Federal Court on July 6, 2015. On February 13, 2017, the United States District Court granted Defendants' Motion for Summary Judgment as to 42 U.S.C. 1983, selective enforcement, equal protection, procedural due process, and race discrimination claims. The Federal Court declined to retain supplemental jurisdiction as to any state law claims and the matter was remanded back to State Court. The Federal Court noted that it was difficult to ascertain if the Plaintiff was alleging state law causes of action in the Complaint; however, to the extent he was asserting state law causes of action, these causes of action were remanded.

ROA 12

Section 11-26 and notifying him of the court date on October 21, 2010. The Plaintiff appeared on the court date and he requested a jury trial. The case was set for a jury trial on January 10, 2011; however, it appears that the trial was postponed due to inclement weather. The case was then set for trial on April 14, 2011; however, it was continued at the Plaintiff's request as he had filed a grievance against Janet Grant with the Department of Labor, Licensing and Regulation.

The case was called for trial on July 13, 2011 before Municipal Judge Robby O'Donnell; however, the Plaintiff did not appear on that date and he was tried in his absence. The Plaintiff was found guilty by the jury of violating Section 11-26, and he was assessed a fine of \$1,092. The amount consisted of the fine and assessed court costs. Upon receiving notification of the jury verdict, the Plaintiff contacted Municipal Judge Robby O'Donnell, and on or about July 29, 2011 the Plaintiff filed a Notice of Appeal in Circuit Court. A hearing on the appeal was held in Circuit Court on April 12, 2013 at which time the conviction was affirmed, and, thereafter, the Plaintiff filed an appeal to the Court of Appeals of South Carolina. On or about January 7, 2015, the Court of Appeals issued an unpublished opinion that the appeal to Circuit Court was untimely and that the Circuit Court erred in not dismissing the appeal for lack of appellate jurisdiction. Shortly thereafter the Plaintiff paid the fine of \$1,092.

The Plaintiff testified that the City had not initiated a condemnation action, and he had never been denied a permit allowing him to make repairs to the structure. During the pendency of the action, a portion of the house collapsed and the Plaintiff consented to the City pushing the debris off of the sidewalk back onto the Plaintiff's property. Furthermore, during the hearing in Federal Court, the Plaintiff conceded that he did not have a viable taking claim (District Court Order footnote no. 3), and there had been no condemnation of the structure (District Court Order footnote no. 4).

ROA 124

Findings

The first, second, third and fifth causes of action were all premised on the City requiring the condemnation/demolition of the structure and/or "taking"; however, the Plaintiff has conceded that no taking or condemnation occurred and the Plaintiff presented no evidence to support these claims. The fifth cause of action is pursuant to 42 U.S.C. 1983 and the seventh cause of action is for selective enforcement; and the Federal Court granted summary judgment as to both of these causes of action. The Defendants are, therefore, entitled to summary judgment as to the above-referenced causes of action. The Defendants contend that all of the causes of action had been dismissed by the Federal Court's order; however, Plaintiff contends that there was a cause of action for gross negligence related to failure to give notice of the jury trial. This court questions whether such cause of action was pled and the Plaintiff has presented no evidence of gross negligence; however, even if Plaintiff asserted such a cause of action, it should be dismissed as set out below.

The Tort Claims Act § 15-78-10 *et. seq.* of the Code of Laws of South Carolina, as amended governs all tort claims against governmental entities and is the exclusive civil remedy available in an action against a governmental entity or its employees. Flateau v. Harrelson, 584 S.E.2d 413 (Ct. App. 2003). Section 15-78-60 of the Code of Laws of South Carolina, as amended, contains the following exceptions to waiver of immunity and provides that the governmental entity is not liable for a loss resulting from:

- (1) legislative, judicial, or quasi-judicial action or inaction;
- (2) administrative action or inaction of a legislative, judicial, or quasi-judicial nature;
- (4) adoption, enforcement, or compliance with any law or failure to adopt or enforce any law, whether valid or invalid, including, but not limited to, any charter, provision, ordinance, resolution, rule, regulation, or written policies;

ROA 125

ROA 125

Accordingly, even if the Plaintiff pled a gross negligence cause of action, such alleged actions are encompassed in § 15-78-60, and the Defendants are, therefore, immune from liability. Additionally, Defendants, Janet Grant, Ricky Martin and Robert O'Donnell cannot be sued individually pursuant to § 15-78-70(a) of the Code of Laws of South Carolina, as amended.

The Defendants also assert that the claim is precluded by *res judicata*. The doctrine of *res judicata* provides "a final judgment on the merits bars further claims by parties or their privies based on the same cause of action." Andrews v. Daw, 201 F.3d 521, 524 (4th Cir. 2000) (quoting Montana v. United States, 440 U.S. 147, 153, 99 S.Ct. 970, 59 L.Ed.2d 210 (1979)). In order to establish *res judicata*, a defendant must prove the following three elements: (1) identity of the parties must be the same; (2) the same subject matter as the prior litigation; and (3) adjudication of the issue in the former suit. Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999). The Plaintiff's conviction in Municipal Court being a final order of the Court, the Plaintiff is precluded from bringing a negligence claim based upon the conviction.

Based upon the foregoing, it is therefore

ORDERED that Defendants' Motion for Summary Judgment is granted and this action is therefore dismissed with prejudice in its entirety.

The Honorable Steven H. John
Judge, 15th Judicial Circuit

June __, 2017

1 Q In your current position, do you have the
2 authority to order the demolition of a house?

3 A No.

4 Q Have you ever done so?

5 A No.

6 Q What is the purpose of putting on your
7 letters such as to Mr. Singleton, "Overgrown lot with
8 dilapidated structure"?

9 A I was describing what was on the lot.

10 Q About how many of those letters do you
11 send per year?

12 A I don't know a figure per year.

13 Q Do you have a quota for citations you're
14 required to write per year?

15 A No.

16 Q Under what ordinance do you issue these
17 letters?

18 A Article II.

19 Q And what is Article II?

20 A Public health nuisance -- I mean, health
21 and -- health and sanitation. Article II, public
22 health nuisance.

23 Q Okay.

24 A It starts in Chapter 11, health and
25 sanitation.



Georgetown Common Pleas

Case Caption: Willie Singleton VS Georgetown City of , defendant, et al

Case Number: 2015CP2200483

Type: Order/Summary Judgment

So Ordered

s/ Steven H. John, Resident Circuit Judge, #129

Electronically signed on 2017-06-09 13:04:06 page 6 of 6

ROA 127

ROA 127

1 Q Under that public health nuisance's
2 Article II, are you looking at the Division II
3 Property Conditions Constituting a Nuisance?

4 A What number are you on?

5 Q Division II, section 1126.

6 A Yes.

7 Q Is that the ordinance that you refer to,
8 to have individuals clean their property if they have
9 an overgrown lot?

10 A Yes.

11 Q And does that include removing dilapidated
12 structures?

13 A No.

14 Q How many letters do you send to an
15 individual prior to issuing them a summons?

16 A Approximately, three.

17 Q Are you familiar with the demolition
18 process for the City of Georgetown?

19 A Yes.

20 Q And tell me what the demolition process
21 is.

22 A Unfit structures has approximately nine
23 items that you have to go by.

24 Q And in your current position, have you
25 ever followed those nine items for the demolition of

1 Q Has he ever had the opportunity to
2 discipline you for any reason?

3 A No.

4 Q Counsel you on anything?

5 A No.

6 Q Now, at some point in time, you were
7 issued a Cease and Desist Order; is that correct?

8 A Yes.

9 Q What is your understanding of what that
10 Cease and Desist Order means?

11 A Well, I did not know what it meant. I
12 called LLR and they said someone had sent in a
13 complaint -- an unsigned complaint that I was doing
14 inspecting -- doing building inspections.

15 Q So what is your understanding that you're
16 not allowed to do under that Cease and Desist Order?

17 A I'm not a building official, so I
18 don't -- I couldn't stop doing something that I
19 wasn't doing.

20 Q Okay. Was that related to you signing a
21 Certificate of Occupancy?

22 A Yes.

23 Q Which they determined you didn't have the
24 authority to do, correct?

25 A Right.

1 A Yes.

2 Q Is that your signature at the bottom?

3 A Yes.

4 Q And this address is different from number

5 8. Why did you send it to that address?

6 A According to the Code of Ordinances, I

7 have to send it to what's on the tax record.

8 Q Okay.

9 A And that's what was on the tax record.

10 Q He's never lived at 66. It was 86,

11 So -- and this doesn't have a date. Do you know when

12 you sent that?

13 A I don't. I forgot to put the date on

14 that. I really don't remember.

15 Q Okay. And if you'll refer to number 10.

16 Now, the description on this letter changes to

17 overgrown lot, grass and cutting from front property

18 line to rear property line to now you want him to cut

19 it from line to line and the dilapidated structure

20 needs to be removed.

21 A Yes.

22 Q Were you instructing him to remove the

23 structure at that time?

24 A At that time.

25 Q And what authority did you have to tell

1 him to remove the structure?

2 A This house was already listed under -- we
3 have a big book and it lists all of the dilapidated
4 structures, which was given to me. I didn't
5 determine that. So that's why his house was listed
6 under the dilapidated structure.

7 Q And who places those items in that big
8 book?

9 A I don't know. When I came, they gave it
10 to me. So I don't know who did that.

11 Q And do you currently still have that book?

12 A Yes.

13 MS. HUNT: May I have a copy of that book,
14 please? She's saying his house is listed as a
15 dilapidated structure. I think that would be
16 important to have.

17 MR. BAXTER: Do you want me to give you
18 the sections?

19 MS. HUNT: Yes, please.

20 MR. BAXTER: Just to this house?

21 MS. HUNT: Yes.

22 MR. BAXTER: Okay. Okay.

23 MS. HUNT: I don't need the whole book.
24 That would be overly broad.

25 MR. BAXTER: No. Right.

1 MS. HUNT: Anything that refers to his
2 house.

3 MR. BAXTER: Do you want me to get it now
4 or...?

5 MS. HUNT: If you want to. Then we can
6 use it -- can we take a quick break, please, see if
7 you can find it?

8 (A break was taken from 12:11 p.m. to
9 12:15 p.m.)

10 BY MS. HUNT:

11 Q Is this the description that you were
12 talking about that came out of the book?

13 A Yes.

14 MS. HUNT: Okay. And we'll make this an
15 exhibit after we've made copies.

16 BY MS. HUNT:

17 Q And who made up this book? Do you know?

18 A I don't know.

19 Q Okay. But you were told -- explain to me
20 what you were told about this book.

21 A When I started, they had -- when I started
22 being employed here, they had a book where they did a
23 survey of all the houses -- it was all of the houses
24 in the city that was dilapidated. And I just looked
25 through them. I didn't ask where the book came from.

1 A Been here twelve years.
2 Q Have you ever held a position as a zoning
3 enforcement officer?
4 A No.
5 Q Are you currently registered with the
6 State of South Carolina as a code enforcement
7 officer?
8 A Under the Municipal Association.
9 Q All right. If you'll look at page 16,
10 please?
11 A (Witness complies.)
12 Q Do you recognize that document?
13 A Yes.
14 Q Is that your handwriting on that document?
15 A Yes.
16 Q And why did you issue this summons to
17 Mr. Singleton?
18 A Because of the overgrown lot.
19 Q And what is --
20 A And the dilapidated structure.
21 Q What is the date on that?
22 A 10/21 -- let me see. 9/17.
23 COURT REPORTER: 9/17?.
24 THE WITNESS: Date issued, 9/17.
25 BY MS. HUNT:

1 Q And what is the 10/21 date?

2 A 10/21 date is the trial date.

3 Q And did Mr. Singleton appear? Do you
4 know?

5 A I don't know. I don't remember.

6 Q As the person who issues the summons, are
7 you the prosecutor of that ticket?

8 A No.

9 Q Who prosecutes the case?

10 A The judge.

11 Q And under Description of Ordinance, you
12 wrote, "Excessive overgrown lot with dilapidated
13 structure."

14 What ordinance are you referring to?

15 A On the top it says, "Ordinance
16 section, public nuisance section 11-26."

17 Q When you issued this summons, were you
18 ordering that he cut the grass?

19 A Yes.

20 Q Were you ordering that he remove the
21 structure?

22 A No. I was describing the structure. I
23 was describing the property.

24 Q You were describing the property under
25 "Description of Ordinance"?

1 A A description of what was on the property
2 along with --

3 COURT REPORTER: I'm sorry?

4 THE WITNESS: Along with the description
5 of what was on the property.

6 BY MS. HUNT:

7 Q But summons say's "description of
8 ordinance," not "description of property," correct?

9 A Oh, yeah.

10 Q And if you'll refer to 17 and 18, are you
11 the one that sent these certified letters or does
12 your office do that?

13 A No. I send the certified letters.

14 Q Okay. Do you know how you sent a letter
15 to Mr. Singleton at the 501 North Congdon Street
16 prior to him even moving? How you knew that address
17 prior to that?

18 A I'm looking at the date. Is that 20, the
19 date that was sent on? And I can't see that.

20 Q Okay. What page are you looking at?

21 A Because you said I sent a certified letter
22 to 501 North Congdon and sent one to 86 Penncline
23 Court. And I'm looking at the date, but I
24 can't -- September 17th. Is that 2011?

25 Q What page are you looking at?

ROA 136

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ROA 136

1 A Page 18. The letter I sent him about his
2 address is --

3 THE COURT REPORTER: I'm sorry. I didn't
4 understand. I didn't hear. "The letter I sent"?

5 THE WITNESS: Yes, about his address is
6 March 7th, 2011.

7 BY MS. HUNT:

8 Q All right. If you'll refer to 22.

9 A (Witness complies).

10 Q Did you receive that summons?

11 A Yes.

12 Q And did you receive the summons on 23?

13 A Yes.

14 Q And on 24, that's the letter you sent him
15 in May of -- March of 2011, correct, about his change
16 of address?

17 A Yes.

18 Q And if you'll look at page 25, what is
19 that document?

20 A That's the document that's telling you
21 about the tax parcel number and the address. Should
22 be on your explanation of nuisance.

23 Q Okay. And if you'll look at 26, did you
24 issue that summons to Mr. Singleton?

25 A Yes.

1 Q And that says, "Property condition
2 constitutes a nuisance."

3 Do all of the tickets -- summons that you
4 write have the fine bond amount as one thousand
5 ninety-two dollars and fifty cents?

6 A Yes, it does.

7 Q Why?

8 A Because of our state law with the fine
9 plus the court charges, all of that is combined in
10 one.

11 Q If you'll refer to the last page of that
12 packet, is that the same that you have in your
13 notebook?

14 A Yes.

15 Q Okay. Do you remember the trial of this
16 case?

17 A Yes.

18 Q And Mr. Singleton did not appear, did he?

19 A No, he did not.

20 Q Do you know why he didn't appear?

21 A No.

22 Q Had he appeared in everything else in
23 court?

24 A I don't know.

25 (Grant Exhibit Numbers 1 and 2 were marked

1 for identification.)

2 BY MS. HUNT:

3 Q I'm handing you what's been marked as
4 Exhibit Number 2 to your deposition. Have you ever
5 seen this document before?

6 A Yes, I saw this.

7 Q Okay. And are you familiar with that
8 section of the law?

9 A Yes.

10 Q Who told you that you could write the
11 tickets for one thousand ninety-two dollars and fifty
12 cents?

13 A The Clerk of Court.

14 Q And what clerk was that?

15 A Everybody got an email, if I can remember,
16 from the Municipal Court saying that the State law
17 changed and now it's a thousand ninety-two fifty.

18 Q When you write these letters and you have
19 no response, do you discuss the summons with
20 Mr. Martin prior to issuing it?

21 A Sometimes.

22 Q Do you ever present a compilation of these
23 summons that you write to Georgetown City Council?

24 A I don't understand the question.

25 Q Do you ever present a document to the City

ROA 139

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ROA 140139

1 Council saying how many tickets you've written and
2 what for?

3 A No.

4 Q Do you ever have any direct contact with
5 the City Administrator regarding the tickets and
6 summonses that you write?

7 A No.

8 Q Sitting here today, do you have any
9 knowledge as to what factors were utilized in
10 determining why this was a dilapidated structure on
11 Mr. Singleton's property?

12 A No.

13 Q When you use the term "dilapidated
14 structure," how would you define that? What do you
15 consider a dilapidated structure?

16 A Something that's -- has a health-safety
17 hazard to it.

18 Q When you order the removal of a
19 dilapidated structure, are you condemning that
20 building?

21 A I can't condemn a building.

22 Q What factors do you utilize in determining
23 a structure is a health hazard?

24 A Factors such as looking at the appearance.

25 Q Is that it?

ROA 140

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ROA 140

1 comes to overgrown lots, is it your job to ensure
2 that there aren't any wooded lots in the city?

3 A I can't ensure that there's no wooded lots
4 in the city.

5 Q If there's a lot such as Mr. Singleton's
6 where there's obviously no grass cut but some weeds
7 along the edge, are you ordering him to go in and cut
8 all of it?

9 A I'm ordering him to cut the overgrowth
10 that is over 18 inches in height.

11 Q Over 18 inches high? Is that what you
12 said?

13 A Yes.

14 Q So, essentially, you're ordering him to
15 cut all of that in that picture because it's all 18
16 inches high, correct?

17 A Yes.

18 Q Have you ever heard the term "naturalized
19 lot"?

20 A Yes.

21 Q And what is that?

22 A Each person has their own interpretation.
23 My definition of that is just -- I didn't look in the
24 dictionary to define -- is that something that has
25 not had any structures on it or undeveloped as of

1 A Oh, such as windows are broken, roof's
2 falling in, deteriorating material exterior.

3 Q Is there an ordinance in the city that
4 allows an individual to board up windows if they are
5 broken?

6 A Yes.

7 Q Would you still consider that a
8 dilapidated structure?

9 A I don't know.

10 Q Have you ever testified in court as an
11 expert?

12 A No.

13 Q By writing one thousand ninety-two fifty
14 on your summons, are you attempting to intimidate
15 these people to comply with your summons?

16 A No. I don't do intimidation. I'm going
17 by what the law says.

18 Q And your ticket actually says that it's a
19 misdemeanor, correct?

20 A Yes.

21 Q And it could be punishable by a fine of up
22 to \$500 plus court costs and/or imprisonment,
23 correct?

24 A Yes.

25 Q As the code enforcement officer, when it

1 A That was approved by Council. So...

2 Q You say that you've been employed with the
3 City for 12 years?

4 A Yes.

5 Q Have you held the same position the entire
6 12 years?

7 A Yes.

8 Q Okay.

9 (Grant Exhibit Number 10 was marked for
10 identification.)

11 BY MS. HUNT:

12 Q Handing you what's been marked as Exhibit
13 Number 10, do you recognize that letter?

14 A Yes.

15 Q What happened that led you to issue that
16 letter and citation to Mr. Swinnie in 2014?

17 A Because the lot was overgrown.

18 Q Had the lot ever been overgrown before
19 that?

20 A Yes.

21 Q What happened in January of 2014 that led
22 you to start enforcement on Mr. Swinnie?

23 A Because he did not respond to any of my
24 previous letters.

25 Q How many previous letters did you send

Dilapidated House Demolition

Voluntarily Removed

Address	TMS#
Dermaine Nelson 124 Kaminiski Street	05-0023-111-00-00 (house)
Isaac Fishbourne 1913 Gilbert Street	05-0022-178-00-00 (house)
Benjamin Frost 511 Bonds Street	05-0019-021-00-00 (house)
David Bynum 1918 Cherry Street	05-0041-087-00-00 (house)
Gladiola Hemingway Corner of Alex Alford & Gilbert	05-0022-170-00-00 (mobile home)
Sandpiper Investments LLC Corner of Emanuel & "H" Street	05-0017-212-00-00 (mobile home)
Marie E. Soares 2020 Winyah Street	05-0008-147-00-00 (house)
Walter Johnson 2003 Winyah Street	05-0017-254-00-00 (mobile home)
James K. Gamble 427 Queen Street	05-0027-149-00-00 (house)
Elise Joye 1415 Winyah Street	05-0026-195-00-00 (house)
Dora Smalls Jones Legion Street	05-0008-147-00-00 (house)
Gabe Buttone 519 A Black River Rd	05-0019-085-00-00 (house)
Charles H. Powers 2705 Prince Street	05-0006-084-00-00 (house)
Betty Moultrie 1817 Front Street	05-0018-190-00-00 (Mobile Home)
Aaron L. Harrell 711 N. Merriman Rd	05-0008-136-00-00 (House) Pending removal-paid for a demolition permit
Jessie McClary 1414 Emanuel Street	05-0026-209-00-00 Commercial Building- pending removal- paid for a demolition permit
Fanny Grimmage 705 Palm Alley	05-0013-037-00-00 (house)- pending removal- paid for a demolition permit

Exhibit 13
Question 36, 37
46, 47

Ticket for 2009
2010 - obtain through
F.O.I act City of E Town

~~Not~~ No ticket
issued to ~~Frank~~ ~~St. Luke~~

ROA 144

604 145

Janet Grant
May 11, 2016

EXHIBIT 3 PART 1
42

ELECTRONICALLY FILED - 2017 May 23 2:37 PM - GEORGETOWN - COMMON PLEAS - CASE#2015CP2200483

1 Q And what ordinance gives you the authority
2 to tell a resident that they need to complete
3 demolishing a structure?

4 A It would be the unfit structure --

5 THE COURT REPORTER: I'm sorry?

6 THE WITNESS: Unfit structure.

7 BY MS. HUNT:

8 Q And what section are you referring to,
9 ma'am?

10 A That's for unfit, which I don't do that
11 much. That's -- there is a -- could you ask the
12 question again? There was no ordinance that I do
13 for...

14 Q Your letter states, "Need to finish
15 clearing the lot from yard debris and complete
16 demolishing the structure."

17 My question is, What ordinance gives you
18 the authority to issue a Complete Demolishing
19 Structure order?

20 A None gives me the authority.

21 Q And if you'll refer to the next letter,
22 it's another letter to Ms. Soares dated April 26th
23 2010. "Overgrown lot. The entire lot from rear,
24 sides, and front need to be cleaned and the
25 dilapidated structure should be removed."

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ROA 145

ROA 146

ROA 146

1 A Correct.

2 Q Okay. So what you're doing is you are
3 not, quote, going through the condemnation process,
4 you are actually issuing a fine for a violation of
5 the Code, correct?

6 A Correct.

7 Q So when you're writing the letters, you're
8 telling the person that they are in violation of
9 this, whether it's overgrown or whether it is
10 unsanitary condition or whether the condition of a
11 building endangers life or whatever?

12 A Right.

13 Q You are notifying them that they are in
14 violation of that particular code section and, if
15 they fail to bring their property in compliance with
16 that code section, that you then have the right to
17 issue a summons and a fine, correct?

18 A Correct.

19 Q Okay. And in the letter to Mr. Singleton
20 dated August 27th, 2010, and also the letter dated
21 September 16th, 2010, that's what you point out that
22 you're going to issue a summons and fine for his
23 failing to be in -- bringing it up to compliance,
24 correct?

25 A Correct.

1 Q Okay. You also notify him that if he
2 will, in fact, bring it up to compliance, then you'll
3 withdraw or tear up the ticket or however you want to
4 say it, correct?

5 A Correct.

6 Q Now, you were asked earlier about
7 the -- there were some certified mail and you said
8 you couldn't see the date. I've actually got the
9 originals of -- those are copies of these. But
10 looking at these, what were the date of those two
11 certified -- or the two certified letters?

12 A September 17th, 2010.

13 Q Okay. And the letter which is Bates
14 Stamped number 13 which is dated September 16th,
15 2010, is that the letter that would have been sent
16 certified?

17 A Yes.

18 Q Okay. And you also sent a copy of what is
19 Bates Stamped 0016, which is the Uniform Ordinance
20 Summons, City of Georgetown, which was issued on
21 September 17th, 2016, and notifying him of the court
22 date of October 21st, 2011. Was that sent with the
23 certified letters?

24 A Yes.

25 Q Okay. Now, it's sent to two different

1 documents. Mr. Singleton had submitted a FOIA to the
2 City of Georgetown and I think it was for tickets or
3 something for 2009 through 2010. Did you participate
4 in responding to his FOIA?

5 A Yes.

6 Q Okay. So you -- he sent a request to the
7 City back in 2011 -- some time in 2012 requesting
8 copies of tickets for overgrown lots or, basically,
9 violations of that code ordinance, correct?

10 A Yes.

11 Q And you participated in getting these
12 documents together, correct?

13 A Yes.

14 Q Okay. Now, some of the documents were
15 introduced as exhibits today. You were asked about
16 these letters you sent to various people?

17 A Yes.

18 Q Okay. Now, all of the ones that were
19 provided, there's more than what's shown here,
20 correct?

21 A Yes.

22 Q Okay. These are just some that you wrote
23 letters on. Now, before 2009, there would be
24 individuals that you wrote letters to notifying them
25 that their lot needed to be cleared, correct?

1 Q Okay. Now, you were talking about the
2 fine of one thousand ninety-two fifty. What is shown
3 on the summons is actually bond amount, correct?

4 A Yes.

5 Q And it's your understanding that's based
6 upon -- the fine under the ordinance is \$500 and the
7 additional five hundred ninety-two dollars and fifty
8 cents is court costs and things assessed by the
9 state, correct?

10 A Yes.

11 Q At some point in time, you actually got an
12 email or a communication from the Municipal Court
13 telling you how much you would add on top of the \$500
14 fine, correct?

15 A Correct.

16 Q Okay. Now, why would you put in that
17 amount as the bond amount?

18 A Because that's the max.

19 Q Okay. So, basically, you're -- now, even
20 though it says "bond amount," Mr. Singleton didn't
21 have to come in and post bond?

22 A No.

23 Q Okay. And it's your -- you would have
24 then received notification of various court dates.
25 And one, my understanding -- the first one he

1 A Yes.

2 Q Since 2010, you would have continued to
3 write ordinances -- or letters to people notifying
4 them their lot needed to be cleared, correct?

5 A Yes.

6 Q Now, if you wrote a single letter and that
7 person complied and you didn't have to issue a
8 ticket, would you necessarily keep that
9 documentation?

10 A No.

11 Q And you were asked about Mr. Swinnie. And
12 the first thing it says, you sent him a letter on
13 October 28th, 2013, asking him to clear the lot and
14 then again a follow-up and then you wrote him one on
15 November 18th and then you finally ended up issuing
16 him a ticket or a summons, correct?

17 A Yes.

18 Q So what happened when you issued the
19 summons -- or the ticket?

20 A Mr. Swinnie called.

21 Q Okay. And what happened?

22 A And he said at that time that he was
23 thinking about giving the lot to the City of
24 Georgetown.

25 Q Right. And was there any conversations

1 about him giving it to Habitat for Humanity?

2 A Yes. He said one or the other but he'd
3 prefer giving it to the City of Georgetown.

4 Q So in lieu of him being prosecuted, he
5 actually turned the property over, correct?

6 A Yes.

7 Q And who cleared out the lot?

8 A I think Habitat for Humanity cleared the
9 lot.

10 Q Okay. City turned around and gave it to
11 Habitat. Now, before 2013, had you written him
12 letters about the condition of his lot?

13 A Yes.

14 Q Okay. And had you ever given him a ticket
15 before?

16 A No.

17 Q Why not?

18 A Because he complied with cleaning up the
19 lot.

20 Q Okay.

21 A And I can go back. I think she briefly
22 asked me something about this. I did not remember
23 whether I had sent him letters before, but I had.

24 Q Okay. Now, before you wrote to
25 Mr. Singleton, had you ever written any letters or

1 communicated with anyone concerning the Merriman
2 property that he owns?

3 A Yes. I had sent a letter to
4 Ms. Cleo Alford.

5 Q Okay. Do you know when that was?

6 A I don't remember.

7 Q Before 2009, probably?

8 A Could possibly be.

9 Q And what did she do?

10 A She called me and said that she thought
11 the lot was in her name but there was some legal
12 issues going on between her and getting the lot into
13 Mr. Singleton's name but she would get back with me
14 once she got it straight.

15 Q Now, at some point in time -- and I don't
16 think it was during the 2009-2010 time period -- but
17 you actually have issued -- sent one of these letters
18 to individuals -- did you send one to the mayor?

19 A Yes.

20 Q Okay. So you sent him a letter telling
21 him he needed to clear his lot out?

22 A Exactly.

23 Q And what did he do?

24 A He cleaned the lot.

25 Q Okay. Now, these letters -- and I'm not

1 going to introduce all these. But, let's see, you
2 sent one on August 28th -- let's see. July 10th,
3 August 28, October 10th, 2009, to Jermaine Nelson
4 concerning a piece of property on Kaminski Street and
5 then there's a permit where you came in and got a
6 demolition permit, correct?

7 A Yes.

8 Q Okay. So you sent him the letters and, in
9 lieu of his actually having you issue a ticket, he
10 came in and cleared the lot, correct?

11 A Yes.

12 Q You did the same thing -- are these in
13 Walter Johnson, Gene Baker -- yeah. Walter Johnson,
14 Gene Baker, Leroy Buttone -- or Gabriel Buttone,
15 Marie Soares, Monique Smith. You issued -- during
16 the 2009-2010, you issued a number of letters. And
17 the individuals typically would come in and clean up
18 the lot and clear the lot, correct?

19 A Yes.

20 Q And then on a handful of -- limited number
21 of occasions, you actually issued the tickets. And
22 other than Mr. Singleton, all of the individuals
23 involved actually came in and cleared their lot?

24 A Yes. Yes.

25 Q And if Mr. Singleton had ever cleared his

1 the result of that complaint?

2 A It was unfounded.

3 Q You were asked earlier about if you issued
4 a ticket and the person cleared the lot. In Exhibit
5 Number 5, which involves a Charles Powers, in here
6 there's a change authorization form. What is that?

7 A That's when somebody complied and I
8 dismissed the summons.

9 Q Okay. Now, the photographs that were
10 taken -- the photographs were taken at various times,
11 correct?

12 A Correct.

13 Q And you would go out periodically and
14 inspect. Now, you were asked about the clearing a
15 lot. Does that -- is that -- that wouldn't
16 necessarily include cutting down all the trees?
17 You're just talking about the overgrowth and bushes
18 and vines and grass and things of that nature,
19 correct?

20 A Correct.

21 Q And actually, on Mr. Singleton's lot, the
22 vegetation had actually gotten out onto the sidewalk?

23 A Yes.

24 Q Is that a concern?

25 A Yes.

1 lot before the -- even before the trial, what would
2 you have done?

3 A Just dismissed the ticket.

4 Q Now, in regards to issuing the tickets,
5 that's -- you drive around -- well, you either get a
6 complaint from someone about the condition of a
7 lot --

8 A Yes.

9 Q -- or you actually drive around and you
10 observe the condition of the lot, correct?

11 A Yes.

12 Q And you don't discriminate based upon
13 race, color, creed, whatever reason?

14 A No.

15 Q What you do is based solely upon the
16 condition of the lot and whether the person actually
17 comes in and clears the lot?

18 A Yes.

19 Q Now, you were asked about a complaint that
20 was filed with you by -- with LLR in 2011. And your
21 understanding, that was actually filed by
22 Mr. Singleton in conjunction with the ticket you
23 issued or the summons you issued?

24 A Yes.

25 Q Okay. And what is your understanding was

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

City of Georgetown, Respondent,

v.

Willie Singleton, Appellant.

Appellate Case No. 2012-212102

Appeal From Georgetown County
Benjamin H. Culbertson, Circuit Court Judge

Unpublished Opinion No. 2015-UP-009
Submitted October 10, 2014 – Filed January 7, 2015

VACATED

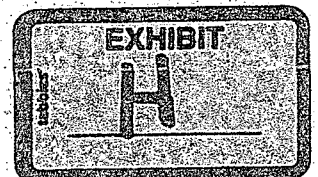
Willie Singleton, pro se, of Georgetown.

Robert Wade Maring, of Maring Law Firm, P.A., of
Georgetown, for Respondent.

PER CURIAM: Willie Singleton appeals the circuit court's order affirming his municipal court conviction of maintaining a public nuisance. We vacate the circuit court's order.

We find the circuit court lacked appellate jurisdiction over this appeal because Singleton failed to timely appeal to the circuit court. See S.C. Code § 14-25-95

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(Supp. 2013) ("Any party shall have the right to appeal from the sentence or judgment of the municipal court to the Court of Common Pleas of the county in which the trial is held. Notice of intention to appeal, setting forth the grounds for appeal, must be given in writing and served on the municipal judge or the clerk of the municipal court within ten days after sentence is passed or judgment rendered, or the appeal is considered waived."). Singleton was convicted on July 13, 2011; however, he did not serve his notice of appeal until July 29, 2011. Because Singleton failed to file and serve his notice of appeal within ten days, his appeal was untimely. Therefore, the circuit court lacked appellate jurisdiction over the appeal. *See Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 14-15, 602 S.E.2d 772, 775 (2004) ("The requirement of service of the notice of appeal is jurisdictional, *i.e.*, if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to 'rescue' the delinquent party by extending or ignoring the deadline for service of the notice."); *Town of Hilton Head Island v. Godwin*, 370 S.C. 221, 224, 634 S.E.2d 59, 61 (Ct. App. 2006) ("A party who fails to timely appeal or take any other timely action necessary to correct an error is procedurally barred from contesting the validity of the conviction."). Therefore, we find the circuit court erred in not dismissing this appeal for lack of appellate jurisdiction. Accordingly, we vacate the circuit court's order.¹

VACATED.²

HUFF, SHORT, and KONDUROS, JJ., concur.

¹ In light of our decision, we do not address the remaining issues.

² We decide this case without oral argument pursuant to Rule 215, SCACR.

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TESTIMONY STATE V. WILLIE SINGLETON

Prosecutor: Your Honor, I would like to call Janet Grant to the stand. Ms. Grant could you introduce yourself to the jury and let them what you do for a living.

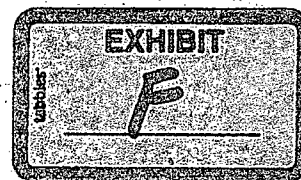
Grant: My name is Janet Grant. I work for the City of Georgetown as a Code Enforcement Officer of overgrown lots in the City.

Prosecutor: Please explain to the jury what kind of basic job you do for the city.

Grant: I ride around in my car and look at individual properties in the city. If it is in violation of the city ordinance, which is Article II, Section 11-26, which states that any property which because of it's condition promotes the breeding or harboring of rats, flies, snakes, varmints or any property that is exceeding 18 inches in growth, also with dilapidated structures on the property. All of that is under one ordinance, which is public nuisance. I will then write the property owner a letter giving them twenty-one days to get their property in order with the city ordinance. If the twenty-one days are up, I will go back and check the property to see if they have completed what was required. If not, I will then send them a second letter, giving them another ten days because people do forget. After that, sometimes I will still try to work with the property owners after the last ten days, to see what can be done to rectify the situation. In instances where you just completely ignore anything that I send, then I will send you a summons or citation. The citation, the fine is \$1092.50. If you don't comply, I still give you another thirty days. If you comply within that thirty days, then I will dismiss the summons and you never come to court. If not then the citation is presented to municipal court, and that's when it comes here for the judge to make the decision.

Prosecutor: Let's talk specifically about Mr. Singleton's property. Tell the jury where this property is located.

Grant: This property is a vacant lot on South Merriman Road, on the corner of Emanuel and South Merriman. There are actually two lots there. One lot has an old dilapidated structure that is very difficult to see because of the overgrowth and it is very close to the sidewalk. We have had rodents and snakes



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and stuff seen on the sidewalk in that area. There is an old house in there and the bushes are way over the house's roof so really can't see it. It is exceeding the limit that's required in the ordinance. A lot of people don't even see the house unless it is in the Fall when all the vegetation has died. And it actually looks like it is going to fall on the sidewalk. Right now when you drive by it with all the new vegetation from the summer, you can't really see it unless you are walking on the sidewalk. It has been that way for the last three or four years.

Prosecutor: Based on your observations of this lot, obviously the growth is over the home or the structure. Do you believe it is in a dangerous condition right now?

Grant: Yes, it is hazardous to the health of the community.

Prosecutor: Is this a sidewalk where children are right here on Merriman Road?

Grant: Yes. We actually got a complaint about a lady and a child walking and a snake came out on the sidewalk from this house.

Prosecutor: The house itself is also a problem. Is the house itself a hazard?

Grant: Yes it is a health hazard.

Prosecutor: Did you ever notify Mr. Singleton that he had an issue with this house or with the property?

Grant: Yes.

Prosecutor: Walk through the steps you have taken to get the situation that you deemed in violation resolved.

Grant: Starting three years ago I started writing letters to him and kept giving him time to get it done. He kept saying, I'll get it done. But he never did. I have spoken with him verbally as well as sent him letters and he kept saying, I will take care of it. But he never did. Then one day he said, the part with the house on it, I'm going to renovate that, which at the time, you didn't even know a house was there. Then he just completely stopped communicating with me at all.

Prosecutor: Is that when the citation was written?

Grant: Yes.

Prosecutor: I would like to mark these pictures as city exhibit number one.

Prosecutor: In this picture you took in January 2011, what is this white building?

Grant: That is the house that is exactly next to the property.

Prosecutor: Ms. Grant you said you started writing letters awhile back?

Grant: Yes.

Prosecutor: Is this a letter you wrote Mr. Singleton on April 24, 2009?

Grant: Yes it is.

Prosecutor: You sent another letter on July 28, 2010?

Grant: Yes.

Prosecutor: And another letter on August 27, 2010?

Grant: Yes.

Prosecutor: Another letter on September 15, 2010?

Grant: Yes.

Prosecutor: Ms. Grant is there anything else you could have done to get Mr. Singleton to comply and to clean up this property?

Grant: I don't think so. I just went by what the city ordinance allowed me to do.

Prosecutor: You could have written a citation long before you did?

Grant: Yes.

Prosecutor: It doesn't say you have to write one, two, three, four letters to get him in compliance, is that right?

Grant: Correct.

Prosecutor: You could just give a citation right at the start?

Grant: Correct.

Prosecutor: But you didn't do that did you?

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Grant: The citation was written after a year. I had been writing letters about every ninety days for one year. Usually, I will try to hold out as much as I can for up to a year.

Prosecutor: Did you ever take any pictures of the property?

Grant: Yes.

Prosecutor: Did you bring those with you here today?

Grant: Yes. We took pictures in December and I took some last week.

Prosecutor: I am going to hand you a paper that says Willie Singleton property S. Merriman Road TMS number. What does that mean?

Grant: The TMS number is the Tax Map Search record that comes from the Assessor's office at the courthouse. Each property in the City of Georgetown is listed by a tax map number. Because that is a vacant lot, it doesn't have a city postal address.

Prosecutor: Please go through the pictures and describe what each picture is.

Grant: The first picture was taken on 12/13/2010. You can see all the over-growth. If you look really close you can see a house in there. And in front, I don't know if you can see how close it is to the sidewalk. The second picture also taken 12/13/2010, I am trying to get a closer view of the house and the sidewalk. The third picture is also 12/13/2010. It shows you how high all the vegetation is.

Prosecutor: That looks to be over fifteen to twenty feet.

Grant: At least fifteen or twenty. It's over the house. The next picture shows you the close up.

Prosecutor: Do those pictures accurately depict the property in it's condition?

Grant: Yes.

Prosecutor: The jury has seen pictures from not only this winter, but basically as of this week?

Grant: Yes.

Prosecutor: You also took pictures in January?

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Grant: No.

Prosecutor: You wanted to give him an opportunity to get in compliance didn't you?

Grant: Yes.

Prosecutor: Your Honor I would like to place these letters into evidence as exhibit two.

Prosecutor: Is there any doubt in your mind that Mr. Singleton has created a nuisance on his property in the city limits of Georgetown?

Grant: Yes, he has created a nuisance.

Prosecutor: Is there any doubt in your mind he has he created a dangerous condition?

Grant: No doubt.

Prosecutor: This is in the city limits of Georgetown?

Grant: Yes in the city limits of Georgetown.

Prosecutor: On South Merriman Road?

Grant: Correct.

Prosecutor: Your Honor that is all the questions I have.

Judge: What is the title of the witness and what is her authority to write such citations and her capacity?

Prosecutor: Your title for the City of Georgetown is?

Grant: Code Enforcement Officer.

Prosecutor: And you are authorized to write citations for the City of Georgetown to enforce the code?

Grant: Correct.

Judge: There are no limitations on carrying out the provisions of this chapter?

Grant: No.

The jury asked what the penalty for this charge would be and how old this person is?

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Judge: The penalty for this is up to \$1092.50. There would be no incarceration. The date of birth for the defendant is 9/11/1955. So he is not an elderly person and to our knowledge he is not a disabled person.

The jury asked if the property could be taken as a part of the penalty for this charge.

Judge: The property would not be taken as a penalty for this charge.

The jury asked if there is a reason he is not present for the trial

Judge: We have no idea. The notice is sent to address.

The jury asked if he could be locked up.

Judge: No. We always verify that the person is not incarcerated. The notice is sent to the address provided by the defendant.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

WILLIE SINGLETON,

Plaintiff,

v.

No. 2:15-02579-DCN

CITY OF GEORGETOWN,
JANET GRANT, *individually and*
as an employee of the City of Georgetown,
RICKY MARTIN, *individually and as an*
employee of the City of Georgetown,
ROBERT O'DONNELL, *individually and*
as a magistrate for the City of Georgetown,

Defendant

ORDER

This matter is before the court on the City of Georgetown ("Georgetown"), Janet Grant ("Grant"), Ricky Martin "Martin"), and Robert O'Donnell's ("O'Donnell") (collectively, "Defendants") motion for summary judgment, ECF No. 17. For the reasons set forth below, the court grants in part and denies in part defendants' summary judgment motion.



I. BACKGROUND¹

This case arises out of a citation levied on a piece of property ("the Lot") in the City of Georgetown, South Carolina. Compl. ¶ 4. The citation charged Willie Singleton ("Singleton") with violating City of Georgetown Municipal Code Article II of Public Nuisance § 11-26 ("Section 11-26"), which categorizes lots with "excessive overgrowth with a dilapidated structure" as a public nuisance subject to citation. Id. ¶¶ 47-51, 56. The relevant text of Section 11-26 identifies a public nuisance as:

- (3) Any building or part of any building which, on account of its condition, its occupancy or use, may endanger life or health; ...
- (7) Any property, whether occupied or vacant, upon which grass, weeds, or undergrowth exceeding eighteen (18) inches in height, trash, garbage, offal, stagnant water, building materials, glass, wood, metal or other matter deleterious to good health and public sanitation is permitted or caused to accumulate in any manner which is or may become a nuisance causing injuries or sickness to the public or neighboring property;
- (8) Any property which, because of its condition, may promote the breeding or harborage of flies, [rats], snakes, vermin or other insects and animals.

¹ As an initial matter, the parties seem to have a markedly different understanding of the facts forming the underlying dispute. Georgetown contends that this case centers on a 2010 citation levied on Singleton for the overgrowth on the Lot. Defs.' Mot. 3. Singleton argues that this case is "actually" about Georgetown's selective prosecution against him arising out of (1) O'Donnell's 1995 representation of Alex Alford, Sr., who fraudulently sold Singleton the Lot; (2) Singleton's history of levying complaints against O'Donnell for his fraudulent transference of the Lot; (3) Singleton's history of levying complaints against Georgetown for allowing Grant to engage in code enforcement without being properly licensed; (4) Singleton's 2009 complaint for the allegedly illegal demolition of his home located on Front Street in Georgetown, South Carolina. Pl.'s Resp. 8-14. Despite this confusion and for the purposes of this motion only, the court takes Singleton's version of the facts to be true.

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a municipal citation for violating Section 11-26. Id. ¶¶ 47-51, 56. Singleton contends that Section 11-26 is inapplicable to naturalized lots. Defs.' Mot., Ex. A, Singleton Deposition 51:15-18.

He filed this suit against defendants in the Court of Common Pleas of Georgetown County, South Carolina on May 14, 2015. ECF No. 1. The case was removed to this court on June 26, 2015 because it contained a 42 U.S.C. § 1983 claim. Id. Singleton asserts the following claims: (1) taking of his property as to all defendants;³ (2) deprivation of substantive and procedural due process based on defendants' failure to give Singleton notice and an opportunity to be heard, and failure to follow prescribed statutory procedures governing condemnation of dilapidated properties as to all defendants; (3) violation of 42 U.S.C. § 1983 as to Martin, Grant, and O'Donnell; (4) gross negligence as to all defendants; (5) Conversion of property without proper compensation as to all defendants; (6) Violation of the Administrative Procedures Act by wrongfully condemning and ordering the removal of the building on the Lot as to all defendants;⁴ (7) Negligence in failing to follow proper procedures; (8) Violation of Singleton's equal protection rights as to all defendants.

Defendants filed a motion for summary judgment on June 1, 2016, ECF No. 18, which Singleton responded to on July 11, 2016. ECF No. 26. The motion is now ripe for the court's review.

³ At the hearing on this motion, Singleton conceded that there was no viable takings claim, so the court does not analyze it.

⁴ At the hearing on this motion, Singleton conceded that there had been no condemnation of the structure on the Lot so the court does not address this claim.

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Grant sent a series of letters regarding the overgrowth on the Lot beginning in April 2009, but ultimately issued a citation for violation of Section 11-26 in September 16, 2010. Defs.' Mot. 2.

Singleton appeared at the municipal court hearing for his citation and requested a jury trial. Id. Singleton did not show up at his trial, set for July 13, 2011, and was found guilty of violating Section 11-26. Id. at 3. O'Donnell was the municipal court judge presiding over the trial. Compl. ¶ 38. Singleton was fined \$1,092.00, consisting of a \$500.00 fine and the remainder in court fees. Defs.' Mot. 3. Singleton appealed his conviction to the South Carolina Circuit Court on July 29, 2011, which affirmed his conviction. Id. at 4. Singleton then appealed to the South Carolina Court of Appeals, which found on January 7, 2015 that Singleton's original appeal to the circuit court was untimely and so the circuit court lacked appellate jurisdiction over the appeal. Id., Ex. H, S.C Ct. App. Op. No. 2012-212102. The result of the South Carolina Court of Appeals ruling is that the Circuit Court's decision was vacated, and the original municipal court judgment against Singleton stands.

Singleton, who is African-American, alleges that Georgetown chose to prosecute him for the overgrowth of his lot because of his race and Singleton's history of lodging complaints against Georgetown and various city employees. Compl. ¶ 9. Singleton argues that the Lot was a "naturalized lot"² containing an unoccupied house, but that Grant—an employee of Georgetown—nonetheless issued

² According to Singleton, after an unspecified period of time an overgrown lot becomes "naturalized" such that it no longer requires maintenance of the yard or of any structures that are on the lot. Defs.' Mot. 7, Ex. A, Singleton Deposition 49:2-4.

II. STANDARD

Summary judgment is appropriate “if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). “Rule 56(c) of the Federal Rules of Civil Procedure requires that the district court enter judgment against a party who, ‘after adequate time for discovery . . . fails to make a showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will bear the burden of proof at trial.’” Stone v. Liberty Mut. Ins. Co., 105 F.3d 188, 190 (4th Cir. 1997) (quoting Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)). Any reasonable inferences are to be drawn in favor of the nonmoving party. See Webster v. U.S. Dep’t of Agric., 685 F.3d 411, 421 (4th Cir. 2012). However, to defeat summary judgment, the nonmoving party must identify an error of law or a genuine issue of disputed material fact. See Fed. R. Civ. P. 56(a); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 256 (1986); see also Bouchat v. Balt. Ravens Football Club, Inc., 346 F.3d 514, 522 (4th Cir. 2003).

Although the court must draw all justifiable inferences in favor of the nonmoving party, the nonmoving party must rely on more than conclusory allegations, mere speculation, the building of one inference upon another, or the mere existence of a scintilla of evidence. See Anderson, 477 U.S. at 252; Stone, 105 F.3d at 191. If the adverse party fails to provide evidence establishing that the factfinder could reasonably decide in his favor, then summary judgment shall be entered “regardless of ‘[a]ny proof or evidentiary requirements imposed by the substantive law.’” Bouchat, 346 F.3d at 522 (quoting Anderson, 477 U.S. at 248).

III. DISCUSSION

Defendants move for summary judgment⁵ on the following grounds: (1) the Rooker-Feldman doctrine prohibits federal district court review of a state court judgment; (2) the statute of limitations precludes Singleton's action; (3) no cognizable U.S.C. § 1983 claim; (4) no cognizable equal protection claim; (5) no cognizable Fifth Amendment takings claim; (6) no cognizable procedural due process claim; (7) no cognizable substantive due process claim. Defendants also contend that they should be awarded summary judgment because of the following affirmative defenses: (1) Georgetown is not liable under the doctrine articulated in Monell v. Dep't of Soc. Servs. of City of N.Y., 436 U.S. 658 (1978); (2) Grant, Martin, and O'Donnell are protected by qualified immunity; (3) the South Carolina Tort Claims Act bars all of Singleton's state law causes of action; (4) O'Donnell is protected by judicial immunity. The court analyzes each argument in turn.

A. Rooker-Feldman Doctrine

Defendants contend that Singleton impermissibly seeks to obtain appellate review of a final judgment from a South Carolina state court decision, violating the Rooker-Feldman doctrine. Defs.' Mot. 5. The Rooker-Feldman doctrine prohibits the United States District Courts, with the exception of habeas corpus actions, from "sit[ting] in direct review of state court decisions." D.C. Court of Appeals v.

⁵ Defendants seem to be asserting some sort of Federal Rules of Civil Procedure 12(b)(6) claims in this motion, as evidenced by language such as "[Singleton] fails to state a recognizable claim under 42 U.S.C. 1983." Defs.' Mot. 7. Since this matter is before the court on a summary judgment motion, the court analyzes each claim under the summary judgment standard regardless of the language that Defendants use.

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Mot. 6. Defendants contend that the statute of limitations commenced when Singleton received the summons for the Section 11-26 violation on September 17, 2010, and Singleton did not file this case until May 14, 2015—four and a half years after the summons was served and almost four years after his July 13, 2011 conviction. Id. Singleton counters that the statute of limitations commenced on January 7, 2015, when the final adjudication of his appeal was made by the South Carolina Court of Appeals. Pl.'s Resp. 27.

There is no statute of limitations for actions under § 1983, but it is well settled that the limitations period for § 1983 claims is determined by the analogous state law statute of limitations for a personal injury claim. Wallace v. Kato, 549 U.S. 384, 387 (2007). In South Carolina, the general statute of limitations for personal injury claims is codified in S.C. Code Ann. § 15-3-530(5), which provides that the statute of limitations is three years for “an action for assault, battery, or any injury to the person or rights of another, not arising on contract and not enumerated by law.” This three-year statute of limitations has been held to be the applicable limitations period for § 1983 claims in the United States District Court for the District of South Carolina in several cases. See Ward v. Parole, Probation, and Pardon Bd., 2007 WL 3377163 (D.S.C. 2007); see also Rowe v. Hill, 2007 WL 1232140 (D.S.C. 2007); Huffman v. Tuten, 446 F. Supp. 2d 455 (D.S.C. 2006).

The accrual date of a § 1983 cause of action, on the other hand, is a question of federal law that is not resolved by reference to state law. Wallace, 549 U.S. at 388. The standard rule is that “[accrual occurs] when the plaintiff has ‘a complete and present cause of action.’” Bay Area Laundry and Dry Cleaning Pension Trust Fund

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Feldman, 460 U.S. 462, 483 (1983). The doctrine extends not only to constitutional claims presented or adjudicated by the state courts but also to claims that are “inextricably intertwined” with a state court judgment. Id. at 486–87. An issue is “inextricably intertwined” with a state court judgment when it “was not actually decided by the state court but where success on the . . . claim depends upon a determination that the state court wrongly decided the issues before it.” Brown & Root, Inc. v. Breckenridge, 211 F.3d 194, 198 (4th Cir. 2000).

The key issue determining if the Rooker-Feldman doctrine bars this court from considering Singleton’s claims is whether the injuries that Singleton alleges resulted from the municipal court judgment or whether they are independent claims. Defendants contend that this lawsuit stems from the original municipal decision of July 13, 2011 finding Singleton guilty of violating Section 11-26, a final state court decision. Defs.’ Mot. 5. Singleton, however, is not seeking a review of the \$1,092.00 fine levied against him by the municipal court decision. Instead, he is contending that his property was singled out for enforcement because of his race and as retaliation for his history of speaking out against Georgetown and city employees. Pl.’s Resp. 23. The municipal court made no determination on Singleton’s selective prosecution or equal protection claims, and the success of Singleton’s claims does not depend on this court determining that the municipal court wrongly decided the issue of Singleton’s violation of Section 11-26. This renders the Rooker-Feldman doctrine inapplicable.

B. Statute of limitations

Defendants next argue that Singleton had three years in which to file a § 1983 action in this court, which he did not do, and so the § 1983 claim is barred. Defs.’

v. Ferbar Corp. of Cal., 522 U.S. 192, 201 (1997) (quoting Rawlings v. Ray, 312 U.S. 96, 98 (1941)). In other words, the accrual date is the date that a plaintiff could file suit and obtain relief. To determine the accrual date for a particular § 1983 claim, the court looks to the common-law tort that is most analogous to the § 1983 claim and determines the date on which the limitations period for this claim would begin to run under state law. Wallace, 549 U.S. at 388; see also Varnell v. Dora Consol. Sch. Dist., 756 F.3d 1208 (10th Cir. 2014) (noting that “[f]ollowing Wallace, we determine the accrual date of Plaintiff’s claim by looking to the accrual date for the common-law tort most analogous to her § 1983 claim”). For most common-law torts, a plaintiff’s cause of action accrues when the plaintiff knows or has reason to know of his injury. Wallace, 549 U.S. at 388.

Here, Singleton argues that Defendants engaged in selective prosecution by choosing to issue a summons to him for a violation of Section 11-26, but sending only warning letters to Frank Swinnie (“Swinnie”), a white property owner who owned an adjacent lot which also had excessive overgrowth. Pl.’s Resp. at 18. This selective prosecution, Singleton alleges, was based on his race and in retaliation for his history of “speaking out” against the City of Georgetown. Pl.’s Mot. 23. The state law claim most analogous to Singleton’s § 1983 action is the tort of malicious prosecution, which redresses injuries a plaintiff sustains as a result of the defendant’s improper initiation or maintenance of formal proceedings against him. Lambert v. Williams, 223 F.3d 257, 260 (4th Cir. 2000) (applying South Carolina law). The Fourth Circuit has held that the statute of limitations period for a malicious prosecution claim does not begin to run until a “truly final disposition” is achieved. Owens v. Baltimore City

State's Attorneys Office, 767 F.3d 379, 390 (4th Cir. 2014); see also Heck v. Humphrey, 512 U.S. 477, 483–84 (1994) (finding legality of confinement claim analogous to the common law tort of malicious prosecution, and incorporating into the federal § 1983 claim the common law prerequisite of termination of the prior criminal proceeding in favor of the accused). The date of the “truly final disposition” in this case was on January 7, 2015, when the South Carolina Court of Appeals held that Singleton’s original appeal of his conviction to the circuit court was untimely. S.C. Ct. App. Op. No. 2012-212102. Singleton filed this action on May 14, 2015, within three years of the South Carolina Court of Appeal’s January 15, 2015 decision. Thus, the court finds that the statute of limitations does not bar Singleton’s § 1983 action, and denies defendants’ motion on this ground.⁶

C. 42 U.S.C. § 1983 Claim

To state a claim under 42 U.S.C. § 1983, a plaintiff must allege that he was (1) “deprived of a right, privilege or immunity secured by the Constitution or laws of

⁶ The court notes that Singleton’s version of what the underlying injury is in this case seems to shift based on what argument he is trying to make. In the section of his briefing on this motion addressing the applicability of the Rooker-Feldman abstention doctrine, Singleton argues that this suit is based on defendants’ retaliatory prosecution because of his 2009 complaint against Georgetown regarding the demolition of his house on Front Street as well as his 2007 letter to O’Donnell inquiring about the fraudulent conveyance of the Lot. Pl.’s Resp. 24. However, in the section of his response addressing the statute of limitations for his § 1983 claim, Singleton states that it was not until he received the decision from the South Carolina Court of Appeals, the “final adjudication” of the matter, and paid the fine that the “actual harm” occurred. *Id.* at 26. Taking the response as a whole, Singleton is ultimately arguing that defendants selectively prosecuted him in retaliation for his many years of complaints against Georgetown and city employees, finally resulting in the 2010 issuance of the summons. The court had this factual scenario in mind when ruling on the applicability of the Rooker-Feldman doctrine and the statute of limitations for the § 1983 action.

heavy burden of establishing discriminatory intent or effect. Georgetown's decision to issue a summons to Singleton for violating Section 11-26 could have been legitimately influenced by the fact that the Lot contained an abandoned, dilapidated structure that needed to be removed or the fact that the Lot contained excessive overgrowth. See Franklin v. Office of Baltimore City State's Attorney, 2015 WL 799416, at *5 (D. Md. Feb. 24, 2015) (finding that plaintiff's recitation of three cases where Baltimore City State's Attorney dismissed an assault charge against a white person while continuing to prosecute against an African-American person was insufficient to establish selective prosecution, as the prosecutors in those cases may have made their decisions based on reasons unrelated to race).

Singleton's selective prosecution claim is based solely on conclusory allegations such as "[c]onsidering the history of the Plaintiff with the [City of Georgetown] it is clear that Georgetown was out to persecute the Plaintiff." Pl.'s Resp. 29. Such statements are insufficient to establish a selective prosecution claim even at the 12(b)(6) motion to dismiss stage. See Daubenmire v. City of Columbus, 507 F.3d 383, 390 (6th Cir. 2007) ("A claim of selective prosecution can survive dismissal only when the motion alleges sufficient facts to take the question past the frivolous state and raises a reasonable doubt as to the prosecutor's purpose.") (citation omitted).

Second, the court finds that Singleton has not adequately alleged race discrimination. Singleton contends that the Lot was treated differently from adjacent lots with white property owners. Pl.'s Resp. 26. Namely, Singleton argues that Grant only sent warning letters to Swinnie, the white owner of a neighboring lot which also

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the United States,” and that (2) the conduct was “committed by a person acting under color of state law.” Dowe v. Total Action Against Poverty in Roanoke Valley, 145 F.3d 653, 658 (4th Cir. 1998) (citing 42 U.S.C. § 1983). Defendants argue that Singleton has failed to state a cognizable § 1983 claim because he has not identified any right of which he has been deprived, as there is no constitutionally protected property interest in the overgrown status of land. Defs.’ Mot. 8. Singleton counters that he is not contending that he has a constitutional right to a naturalized lot, but that defendants committed acts that violated his civil rights by “selectively prosecuting him, taking his property, and discriminating against him based on his race.” Pl.’s Resp. 28. The court parses out the viability of a § 1983 claim premised on Singleton’s selective prosecution and race discrimination claims.

First, the court finds that Singleton has not adequately alleged selective prosecution. “To establish a selective-prosecution claim, a defendant must demonstrate that the prosecution ‘had a discriminatory effect and that it was motivated by a discriminatory purpose.’” United States v. Olvis, 97 F.3d 739, 741–42 (4th Cir. 1996) (quoting Wayte v. United States, 470 U.S. 598, 608 (1985)). This requires the plaintiff to prove (1) that similarly situated individuals of a different race were not prosecuted; and (2) that the decision to prosecute was invidious or in bad faith. Id. at 739. As evidence of defendants’ selective prosecution in retaliation for his previous complaints against Georgetown and city employees, Singleton offers his March 3, 2009 complaint against Georgetown for the demolition of his home located on Front Street. Pl.’s Mot. 29. Without more, this is not enough to meet Singleton’s

had excessive overgrowth, while Grant issued a summons to Singleton. Id. at 18. However, Swinnie eventually donated his property to Georgetown, which in turn donated it to Habitat for Humanity. Defs.' Mot. Ex. B, Grant Deposition 56:20-57:5. Singleton does not specify any other white property owners with overgrown lots that violated Section 11-26 who persisted in refusing to comply with warning letters and were issued summons.

While Singleton contends that the defendants' policy of enforcing Section 11-26 had a discriminatory effect, he does not specify any facts to support a finding that African-American property owners bore the brunt of Section 11-26 violations when compared to similarly-situated white property owners—in fact, Singleton does not offer enough evidence to infer any racially-motivated intent at all. Without more, the court cannot find that Singleton has been treated unequally based on his race, and so the court grants defendants' motion on Singleton's § 1983 claim.

D. Equal Protection Claim

The Equal Protection Clause of the Fourteenth Amendment provides that no state shall "deny to any person within its jurisdiction the equal protection of the laws." U.S. Const., Amdt. 14 § 1. Its central mandate is racial neutrality in governmental decisionmaking. See Loving v. Virginia, 388 U.S. 1, 11 (1967). For a viable equal protection claim, the plaintiff must establish "that the defendant's actions had a discriminatory effect and were motivated by a discriminatory purpose." See Cent. Radio Co. Inc. v. City of Norfolk, 811 F.3d 625, 634-35 (4th Cir. 2016). Although a plaintiff need not show that discrimination was the defendant's "sole motive," he "must allege the requisite discriminatory intent with more than mere

conclusory assertions.” Williams v. Hansen, 326 F.3d 569, 584 (4th Cir. 2003) (emphasis in original). To state a valid equal protection claim, the plaintiffs must set forth specific factual allegations that are probative of an improper motive. Id.

As the court explained above when addressing Singleton’s § 1983 claim, while Singleton contends that the defendants’ policy of enforcing Section 11-26 had a discriminatory effect, he does not specify any facts to support a finding that African-American property owners bore the brunt of the Section 11-26 violations when compared to similarly-situated White property owners. This is fatal to the viability of his equal protection claim. Singleton offers no evidence that Defendants have a history and practice of targeting African-American property owners for Section 11-26 violations or that any African-American property owners in Georgetown had lodged similar complaints of race discrimination against Defendants. Additionally, during the same time period that Grant sent Singleton warning letters requesting that he clean up the overgrowth on the Lot, she sent warning letters to other property owners with overgrown lots that contained dilapidated structures. Defs.’ Mot. 8. As evidence of his equal protection claim, Singleton contends that an adjacent lot owned by Swinnie was similarly overgrown but did not receive a summons. Pl.’s Mot. 19. However, Grant testified that she sent numerous letters to Swinnie requesting that he clear the overgrowth on his property and she avoided issuing him a summons for violation of Section 11-26 until 2014 because Swinnie was responsive and cooperative. Defs.’ Mot 8.

Singleton also offers as support for his equal protection claim the general statement that “[t]here are several lots within the City limits that contain ...

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overgrowth that the City has not ordered cleared.” Pl.’s Mot. 19. In doing so, Singleton cites to a number of newspaper articles about Georgetown’s use of code enforcement to clean up buildings and properties deemed an “eyesore,” as well as remarks by Georgetown City Councilmembers that “the problem [is] irresponsible property owners and not enough aggression on the city’s part.” Pl.’s Resp. Ex. 18, Lowe Letters. Singleton also includes a relatively lengthy list of property owners who were issued letters by Grant warning that they had violated Section 11-26. *Id.* However, even this list of “eyesore” properties that Georgetown was targeting to be torn down through the issuance of Section 11-26 violations is not enough to survive summary judgment for an equal protection claim. Even if Singleton had presented statistical evidence that enforcement of Section 11-26 had a disparate impact on African-American property owners—which the court notes that Singleton has not done—a violation of the equal protection clause requires a plaintiff to prove that the state intended to discriminate. Sylvia Dev. Corp. v. Calvert Cty., Md., 48 F.3d 810, 819 (4th Cir. 1995). The simple fact that a benefit was denied to one person but conferred on another is not enough to establish that a statute was administered or enforced discriminatorily. *Id.*

Here, Singleton presents only vague and unspecific allegations about the allegedly disparate treatment of other overgrown lots in Georgetown. Singleton has not proven a racially disproportionate impact, let alone a discriminatory animus. The court finds that Singleton has not stated a plausible equal protection claim and grants defendants’ motion on this count.

E. Procedural and Substantive Due Process

Next, defendants contend that Singleton has failed to demonstrate evidence of a procedural or substantive due process violation. Defs.' Mot. 13-18. Due process contains both substantive and procedural components—procedural due process prevents “mistaken or unjust deprivation,” while substantive due process prohibits certain actions regardless of procedural fairness. See Zinermon v. Burch, 494 U.S. 113, 125-26 (1990); see also Carey v. Piphus, 435 U.S. 247, 259 (1978). The court addresses each in turn.

Procedural due process requires both fair notice of an impending state action and an opportunity to be heard. Mathews v. Eldridge, 424 U.S. 319, 333 (1976). Proper notice is “an elementary and fundamental requirement of due process,” and must be reasonably calculated to convey information concerning a deprivation. Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Mathews presents a three-step test for determining the adequacy of the opportunity to be heard: (1) a balancing of the private interest and the public interest; (2) the risk of an erroneous deprivation of such interest through the procedures used, and (3) the value, of additional or substitute procedural safeguards. 424 U.S. at 335.

Here, Singleton was given several warnings to clear out the overgrowth on the Lot before Grant issued a summons, and even after the summons was issued Singleton had the opportunity to avoid summons by complying with Section 11-26 and clearing the lot. Defs.' Mot. 14. After receiving the summons, Singleton was given the opportunity to have a jury trial in municipal court on his charge, although he chose not to attend his trial and after his conviction in municipal court, Singleton was able to appeal his conviction to the Court of Common Pleas as well as the South

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the breeding of mice and snakes such that it was a public health hazard. Defs.' Mot., Ex. 6, Municipal Ct. Trial Tr. at p. 1-2. Singleton does not have a protected property interest to maintain the Lot in a manner that it is deleterious to public health and safety. The court grants defendants' summary judgment motion on the substantive due process count.

F. Affirmative Defenses

Defendants present a number of affirmative defenses, including the applicability of the Monell doctrine to shield Georgetown from liability and the doctrine of qualified immunity to protect the individual defendants. Def. Mot. 18-20. However, the court has now granted the defendants' summary judgment motion on Singleton's § 1983 claim and his constitutional claims. Since Singleton's claims fail on the merits, the court does not reach the issue of affirmative defenses.

Furthermore, as the only claims remaining in the case are state law claims,⁷ the court finds that there is no independent basis of federal jurisdiction and the court declines to exercise supplemental jurisdiction over any remaining state law claims in this action. The Supreme Court has ruled that supplemental jurisdiction is a "doctrine of discretion, not of plaintiff's right, and hence the power need not be exercised in every case in which it is found to exist." United Mine Workers of Am. v. Gibbs, 383 U.S. 715, 726 (1966). The Court went on to hold that "[c]ertainly, if the federal claims are dismissed before trial, even though not insubstantial in a jurisdictional sense, the state claims should be dismissed as well." Id. (emphasis added). By

⁷ The court notes that it is also difficult to ascertain if Singleton is alleging state law causes of action in the complaint. In the event that he is, the court refrains from exercising jurisdiction over those causes of action.

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Carolina Court of Appeals. It is unclear how much more procedural due process Singleton believes he should have been afforded. Singleton had both fair notice of his violation of the public nuisance code and the opportunity to be heard. Therefore, the court grants Defendants' summary judgment on the procedural due process claim.

To give rise to a substantive due process violation, the allegedly arbitrary action must be "unjustified by any circumstance or governmental interest, as to be literally incapable of avoidance by any pre-deprivation procedural protections or of adequate rectification by any post-deprivation state remedies." Rucker v. Harford Cnty., 946 F.2d 278, 281 (4th Cir. 1991). This is a relatively arduous standard to meet. Singleton contends that he had a valid property interest in the Lot to "keep the property in its natural state" and that "the Defendant was attempting to have [Singleton] demolish the structure without the proper procedure as set forth by the law." Pl.'s Mot. 35. However, the structure on the Lot was never condemned. Singleton Dep. 44:24-45:2.

To the extent that Singleton is challenging Georgetown's power to impose Section 11-26 altogether, the Fourth Circuit has held that a plaintiff must prove that a state's action "has no foundation in reason and is a mere arbitrary or irrational exercise of power having no substantial relation to the public health, the public morals, the public safety or the public welfare" to establish a substantive due process violation. MLC Auto., LLC v. Town of S. Pines, 532 F.3d 269, 281 (4th Cir. 2008) (quoting Nectow v. City of Cambridge, 277 U.S. 183, 187-88 (1928)). Grant testified that the structure on the Lot was public safety concern because it was structurally unsound and could collapse, and that the overgrowth on the Lot had led to

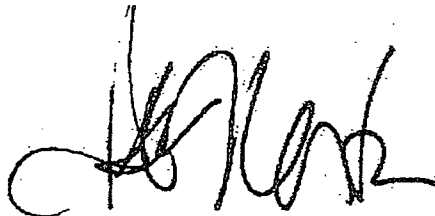
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deciding on the merits of the summary judgment motion in regards to Singleton's purported state law causes of action, the court would be hearing purely state law claims in a case that it no longer has any original jurisdiction over. Since the federal claims in this case have been dismissed before trial, the court follows the reasoning in United Mine Workers and remands the state law claims to the Court of Common Pleas for Georgetown County.

IV. CONCLUSION

For the reasons set forth above, the court **GRANTS IN PART AND DENIES IN PART** Georgetown's summary judgment motion. Specifically, the court **DENIES** the motion on the Rooker-Feldman doctrine and statute of limitations grounds, and **GRANTS** the motion as to Singleton's § 1983, equal protection, procedural due process, and substantive due process claims. Given that the federal claims in this case have been dismissed, the court exercises its discretion to refrain from deciding the remaining state law claims and remands the state law claims to the Court of Common Pleas for Georgetown County.

AND IT IS SO ORDERED.



DAVID C. NORTON
UNITED STATES DISTRICT JUDGE

February 13, 2017
Charleston, South Carolina

ROA 184

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Ricky Martin
May 11, 2016

ELECTRONICALLY FILED - 2017 May 23 2:37 PM - GEORGETOWN - COMMON PLEAS - CASE#2015CP2200463

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

WILLIE SINGLETON,

Plaintiff,

vs.

CITY OF GEORGETOWN, JANET
GRANT, INDIVIDUALLY AND AS AN
EMPLOYEE OF THE CITY, RICKY
MARTIN, INDIVIDUALLY AND AS AN
EMPLOYEE OF THE CITY,
ROBERT O'DONNELL, INDIVIDUALLY
AND AS MAGISTRATE FOR THE
CITY OF GEORGETOWN,

Defendant.

CIVIL ACTION NO.
2:15-CV-02579-DCN

DEPOSITION OF RICKY MARTIN

DATE TAKEN: WEDNESDAY, MAY 11, 2016
TIME BEGAN: 11:00 A.M.
TIME ENDED: 11:37 A.M.
LOCATION: GEORGETOWN CITY HALL
120 NORTH FRASER STREET
GEORGETOWN, SOUTH CAROLINA 29440

REPORTED BY: DEIRDRE J. WEYER, RPR

ROA 185

Ricky Martin
May 11, 2016

11

1 talking about?

2 -- yes, ma'am.

3 Q All right. If you will look at page
4 number 8 -- and we're going to look at the numbers in
5 the bottom right-hand corner.

6 A Page number 8. Yes, ma'am.

7 Q Do you recognize that letter?

8 A Yes, ma'am.

9 Q Is that one of the standard letters for
10 overgrown lots --

11 A Yes, ma'am.

12 Q -- that your office sends?

13 Okay. And if you'll look at number 9,
14 which there's two different addresses. There's 86
15 and then 66 --

16 A Right.

17 Q -- and the second one does not have a date
18 on it?

19 A Right.

20 Q Have you ever seen that letter before?

21 A We have it in our folder. I'm just not
22 sure about the date.

23 Q Okay. And then we have July 28th. And
24 then this one mentions the dilapidated structure,
25 needs to be removed. In Ms. Grant's position as a

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Ricky Martin
May 11, 2016

12

1 code enforcement officer, can she require that an
2 individual remove a building?

3 A This is on number 10?

4 Q Yes.

5 A Okay.

6 Q And right under the date, it's got, "Grass
7 needs cutting from front property line" --

8 A -- dilapidated structure needs to be
9 removed. That is a -- when Janet sends out
10 these -- the original survey is 2008 when this
11 property was first surveyed by me. I went through
12 the city and surveyed all the properties. Janet is
13 doing a request there. She doesn't dictate that
14 they've got to remove them.

15 This is more of a request to please clear
16 the lot and just notifying the owner that there is a
17 structure on it that could meet the criteria of being
18 dilapidated and the police see it as far as, once the
19 lot's clear, can the structure be saved or, you know,
20 giving me the chance to work with the property owner,
21 see if we can save the structure, whether it needs to
22 come down or, you know, what their intentions are
23 with the deal.

24 Q And after Ms. Grant sent these letters,
25 did you have conversations with her about how to

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ROA 187

Ricky Martin
May 11, 2016

15

1 think from our -- I think includes -- I think ours
2 is, like, \$500 but then it got to court and it's
3 everything else that over the court system that they
4 apply to it.

5 Q Okay.

6 A It's my understanding we don't have an
7 option as far as amounts. That's just the amount
8 that is set.

9 Q Okay. And her description of ordinance,
10 "Excessive overgrown lot with dilapidated structure,"
11 do you know what the intent with that description
12 was?

13 A The intent was to notify Mr. Singleton
14 that this is the lot that does have the dilapidated
15 structure on it. If you refer back to the questions
16 you asked me previously, that's a fairly large tract
17 of property deal, the property itself. And she was
18 just letting him know that, in regards to this, this
19 is where the house is at itself.

20 Q Okay.

21 A It's a reference.

22 Q Now, at some point in time, as you can see
23 from the letters, Mr. Singleton moved from the
24 Penncline address to the Congdon address?

25 A Yes, ma'am.

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ROA 188

Ricky Martin
May 11, 2016

16

1 Q Do you have any idea how the July 28th,
2 2010, letter went to the Condgon address prior to him
3 actually even moving there?

4 A No, ma'am, I don't.

5 Q Okay. And if you'll go all the way back
6 to page 24 --

7 A Yes, ma'am.

8 Q -- do you recognize that letter from
9 Ms. Grant?

10 A Yes, ma'am.

11 Q And what was the purpose of Ms. Grant
12 sending that letter?

13 A Apparently, Janet had received some
14 correspondence from Mr. Singleton that his address
15 had changed and she was -- listed under "addresses to
16 be changed."

17 Q Okay.

18 A And it's also letting him know that the
19 county records show -- which is what we operate off
20 of. When we pull up the county GIS system, it'll
21 tell us who the property owners are. And a lot of
22 times it's not updated in a timely fashion, but
23 that's what we work off of.

24 Q Does every summons Ms. Grant issues have
25 the one thousand ninety-two fifty on it?

Ricky Martin
May 11, 2016

17

1 A Yes, ma'am.

2 Q Okay. No matter what the description of
3 the ordinance violation is?

4 A Yes, ma'am.

5 Q Why is that?

6 A That is what was set -- and this is my
7 understanding since I've been with the city. That is
8 a set fee amount. It's not something that
9 is -- we've got the liberty to say a hundred dollars
10 or whatever. From what I understand, that's in the
11 ordinance as far as what we are supposed to -- to
12 send them.

13 Now, typically what happens on these,
14 there's only been several times that, you know, that
15 it's happened out of the maybe hundreds of
16 correspondence you'll do, is that the owner will come
17 in, they'll take corrective action, whatever, and the
18 case is dismissed. Janet only does those when we
19 reach a point that we're not getting any
20 correspondence back with the owner, we're not getting
21 any cooperation or nothing's being done to help, you
22 know, mitigate whatever it is the concern, like in
23 this case, the overgrown lot.

24 Q Okay. If you'll look all the way back to
25 31.

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ROA 190

Ricky Martin
May 11, 2016

20

1 35, if you'll look at that for me?

2 A (Witness Complies.)

3 Q And is that cease and desist order still
4 in effect for Ms. Grant?

5 A Yes, ma'am.

6 Q And what, essentially, is she not allowed
7 to do under that?

8 A She is not allowed to go out and do the
9 legal procedures as far as any code -- building code
10 enforcement from the standpoint anything to do with
11 the legal aspects of a dilapidated structure as far
12 as the removal. I do all that.

13 Q Okay. Since becoming her supervisor, have
14 you ever instructed her to violate the cease and
15 desist order?

16 A No, ma'am.

17 Q Have you known her to violate the cease
18 and desist order?

19 A No, ma'am.

20 Q And in your office, is there a specific
21 procedure that your office has to file when wanting a
22 building demolished under the nuisance ordinance?

23 A The ordinance to do -- the procedures that
24 we set forth to demolish one falls back over to the
25 building code on my side.

EXHIBIT 12



UNIFORM ORDINANCE SUMMONS
City of Georgetown

000042

versus

Last Name	Richard Izzard	First Name	Richard	Middle Initial	
Address 1908 Front Street					
Georgetown, SC 29440					
City	Georgetown	State/Zip	SC 29440	Social Security	

YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT
City of Georgetown Municipal Court
2222B Highmarket Street, Georgetown, SC 29440

ON	Trial Date 03-8-2017	AT	Trial Time 9:30	AM PM
----	----------------------	----	-----------------	-------

FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:

Ordinance Section #	Article II Sec. 11-20	Date Issued	1-12-12	Bond Amount	1,092 ⁵⁰
Description Of Ordinance	Public Nuisance				
Description Of Violation	Overgrown lot + dilapidated structure				
Date Of Violation	1-12-11	Time Of Violation		Location Of Violation	Trms # 5-18-175
Name Of Issuing Officer	Tanet Grant	Title	Code Enforcement		

Failure to appear in court without first posting bond or obtaining a continuance is a misdemeanor punishable by a fine up to \$ 500.00 plus costs and/or imprisonment for up to 30 days.

Post Bond Prior To Trial Date

The issuing officer cannot accept the bond. Bond must be posted by cash or money order (not personal check) delivered or mailed (do not mail cash) to the above address of the court, or to:

Requested Disposition. Indicate the disposition you desire and return this summons or a copy with the bond payment:

- ☐ Forfeit Bond—No Court Appearance
- ☐ Bond Posted—Trial by the Municipal Judge
- ☐ Bond Posted—Trial by Jury

Signature of Defendant

Date

Maximum penalty which may be imposed by court for this offense is \$ 500.00 plus costs and/or imprisonment for 30 days.

DEFENDANT COPY

ROA 192

ROA 192



Building and Planning Department
120 N. Fraser Street
Georgetown, SC 29440
Phone# 843-545-4010 or 843-545-4012

January 12, 2012

Richard Izzard
1908 Front Street
Georgetown, SC 29440

Re: Dilapidated Structure

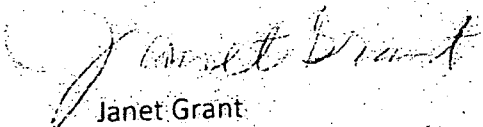
Dear Richard Izzard:

Our Office notified you on December 6, 2011 regarding the condition of the structure located on Front Street, Georgetown, and SC-TMS # 05-0018-175-00-00. We indicated a date line of December 30, 2011 to have the structure repaired or demolished. Our office understands situations come about that may have delayed the process, therefore we are granting a second and final date of February 12, 2012 to have the property brought to compliance.

City Code allows for court summons and fines to be issued when a property is determine by the Code Enforcement Officer to be in violation of a city code. Our City Ordinance is in reference to Article II Public Health Nuisance Sec.11-26.

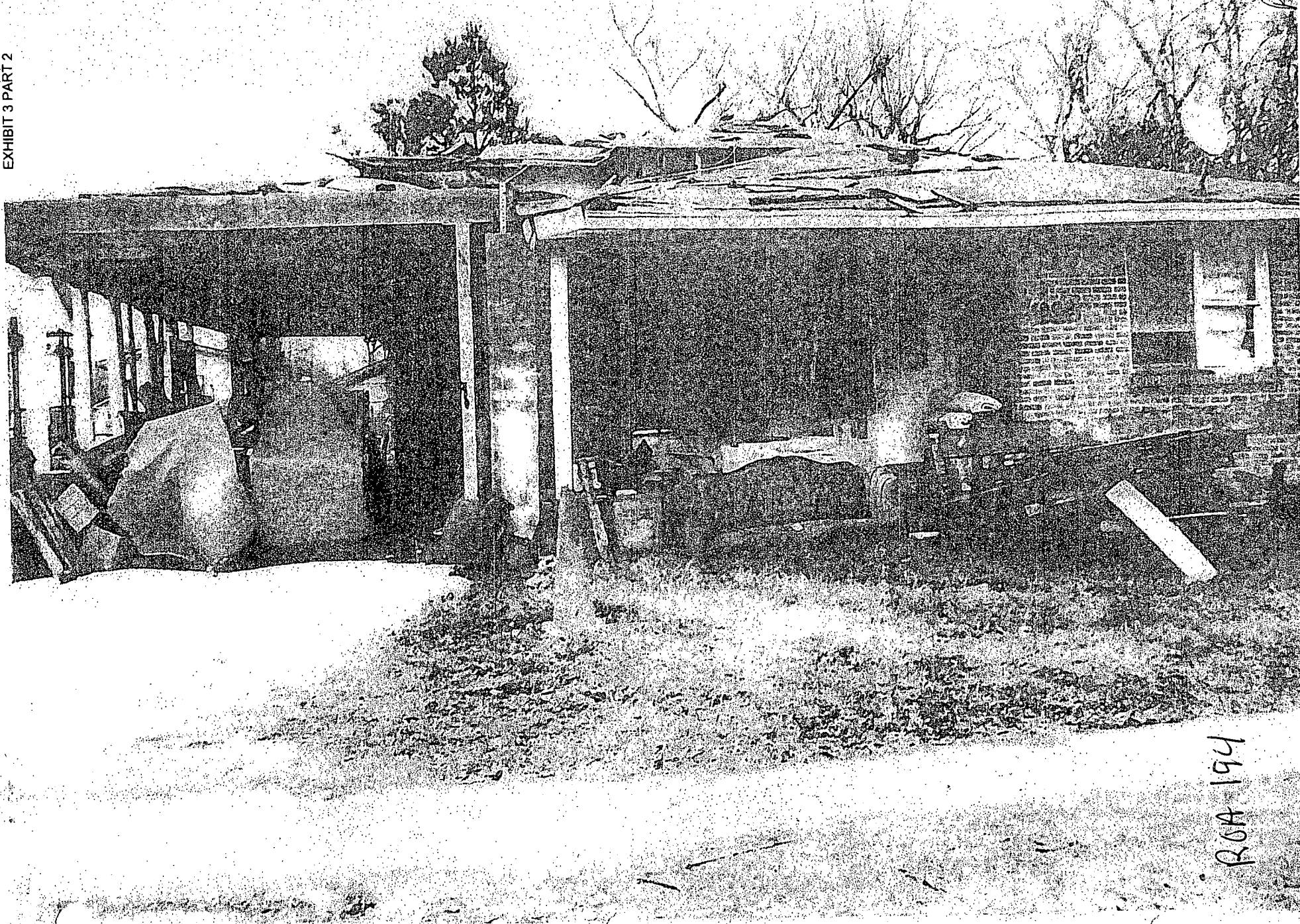
If this property has been brought to compliance prior to receiving this letter, please disregard. Thank you in advance for your cooperation. If you have any questions please call Janet Grant @ 843-546-4010.

Respectfully,


Janet Grant
Code Enforcement

ROA 193

EXHIBIT 3 PART 2



ROA 194

ROA 194

1 Q At the time that this jury trial went
2 forward, do you remember why you split the ticket and
3 only tried him on the excessive overgrowth and not
4 the dilapidated building?

5 MR. BAXTER: Object to the form.

6 THE WITNESS: I don't know why that was
7 done. If that was done, that was probably at the
8 prosecutor's decision or the code enforcement officer
9 requesting. I hear cases. I don't recall which
10 one --

11 MS. HUNT: Right.

12 THE WITNESS: When they called it, I don't
13 remember that being limited; but it could very well
14 have been. I mean. This notice talks about
15 excessive overgrowth plus dilapidated structure.

16 Q Right. Okay.

17 A I don't know whether the grass was mowed
18 and so forth, you know, in the interim and then it
19 remedied itself and then it was the dilapidated
20 structure was the only remaining issue. I just don't
21 know.

22 Q When you were drafting the deed, do you
23 know why you put a -- described it as 5226.00 and
24 526 -- 22.2601? Why did you split it like that?

25 MR. BAXTER: Objection to the form.

1 THE WITNESS: We wouldn't have gone to the
2 trouble to show it in two separate parcels unless we
3 were directed to do so or it had been subdivided in
4 some fashion and that was necessary. In other words,
5 we would not have gratuitously just made that
6 distinction. That must have been what was owned at
7 the time.

8 My guess is when she came in and said, "I
9 want to deed this property," and there was no survey,
10 we were directed that those two tax parcels were what
11 was to be conveyed. But I would not have had,
12 typically, you know, the desire to go back and verify
13 with the contract to be sure they matched.

14 Q Okay. On one of these tickets that we
15 were looking at for Mr. Singleton for the excessive
16 growth and dilapidated structure --

17 A The citations?

18 Q Yes. Who would prosecute that type of
19 action?

20 A If no jury trial was involved, the code
21 officer would appear in a term of bench trials, which
22 we hold every week --

23 Q Okay.

24 A -- and it would be heard without a jury.
25 Since a jury trial is requested, it was prosecuted by

1 the city prosecutor, Mr. Maring (phonetic).

2 Q Okay. This letter does not have a date,
3 but I'm going to -- this is 09 to Exhibit 9 to
4 Mr. Singleton's deposition. Do you recognize that
5 letter?

6 A No. I don't know whether it was mailed,
7 hand delivered to the court, my office, or somewhere
8 else. I just don't know.

9 Q Okay.

10 A It's dated, I guess, at the end of July of
11 2011. He talks about an appeal. I don't
12 know -- when was the decision made? What trial was
13 it?

14 The transcript of the testimony is not
15 dated. The letter you showed me still used the 501
16 North Congdon Street address. I'm not sure what he
17 means, "Write ticket for \$500. The ticket is
18 poison." I think he's alluding to not being aware
19 of -- not being cognizant of the assessments that the
20 State of South Carolina charges, which have gone from
21 a small percentage to currently about 115 percent of
22 the amount of the fine.

23 Some people ask me, "Why is my fine a
24 thousand ninety-two fifty or a five-hundred dollar
25 fine?" Because that is the state assessment that has

1 consistently grown over the years which we're
2 compelled to collect. So...

3 Q So she automatically adds in the
4 assessment to the bond?

5 A No. Whatever the fine is -- whatever the
6 fine is on that charge, the assessment is required to
7 be paid to South Carolina. It covers everything from
8 the Law Enforcement Hall of Fame to lots of other
9 stuff, but it's grown astronomically.

10 Q So that is why the ten ninety-two fifty is
11 on there instead of five hundred dollars?

12 A Exactly. Yeah. The assessment now is
13 more than the fine itself, yeah.

14 Q And is that once, if an individual comes
15 in and pleads guilty, they have to pay the complete
16 one thousand ninety-two fifty?

17 A I'm real generous as far as allowing time
18 payments, yes. So it's very rare to let somebody go
19 to jail because they're not able to pay the fine. In
20 this economy, we're sometimes -- I give people up to
21 a year, you know, to pay a fine. So incarceration
22 would not have resulted, especially with a code
23 violation like this.

24 Q Does the law require the code enforcement
25 officer to include the assessment in the bond amount?

1 A My understanding is no matter what amount
2 of requested bond is shown, the sentencing -- the
3 South Carolina -- State of South Carolina gets these
4 numbers and they are expecting to extract their pound
5 of flesh and -- they get theirs. Put it that way.
6 It's based on the fine rather than the bond.
7 Whatever the fine is, we get a bill.

8 Q So whether or not she puts \$500 for the
9 maximum amount of the fine, the other amount is going
10 to be included at the trial of the matter, be a bench
11 trial or a jury trial?

12 A I assume that's why she used a thousand
13 ninety-two fifty knowing that if it wound up being
14 paid, that would be the full amount due. Of course,
15 he didn't have a bond hearing or anything like that.
16 This is just a citation. So he didn't go to jail and
17 have a bond hearing like people do with more serious
18 criminal offenses.

19 Q If your office had conducted a survey of
20 the land prior to issuing the contract for sale or
21 the lease that you drafted for Mr. Singleton, would
22 that survey have been kept at your office?

23 A If there was one, yes.

24 Q And you would --

25 A I'm not even sure I would have been able

1 to certify title with the tax deed and the
2 chain -- with the tax deed, the defaulting tax payor
3 has a period of time they can redeem through
4 redemption and settle up with the purchaser at the
5 tax sale. But the fact that there's been a tax sale
6 leaves a cloud on the title.

7 Say the defaulted taxpayer was dead at the
8 time and their estate had not been opened or say it
9 was a minor that inherited, was too young to sue, all
10 those problems are, you know, attached to it being a
11 tax sale.

12 Q Okay.

13 A So a lot of people buying property from a
14 purchaser at a tax sale are buying it at a low price
15 because of those remedies. And, ideally, the best
16 thing to do with a tax title is to bring a suit to
17 quiet title. If you own it with a tax title for 20,
18 30 years and any minors have now reached majority and
19 so forth, in some circumstances you may be able to
20 avoid bringing the suit to quiet title.

21 But even if that's the case, there's still
22 a chance that the delinquent tax office may not have
23 posted the sign on the right lot, may not have
24 addressed it with a certified letter to the exact
25 correct mailing address and it can be set aside even

1 if there weren't other problems. So it's always
2 somewhat problematic when you're purchasing property
3 that has gone through a tax sale.

4 Q As a municipal judge, do you handle -- if
5 a code enforcement officer orders the demolition of a
6 building, would you handle that trial?

7 A If it's a code violation that's alleged,
8 it would fall my duty to decide at a bench trial or
9 to preside over a jury trial to decide whether
10 there's a violation or not. Sort of like dangerous
11 dogs running at large, I have the authority to sign
12 an order to put the dog down. I don't utilize that
13 unless it's really compelling to do so. But one of
14 the few instances when, you know, I rule specifically
15 on an issue like that.

16 Q Okay.

17 A So I'm not really involved in the
18 demolition process. As long as I've been doing this,
19 it doesn't really pass through my hands at that
20 point. That goes beyond a finding of a violation or
21 not. My work begins when the attempts to remedy the
22 problem between the code officer and the property
23 owner have fallen short and begins when the case
24 arrives to be heard, and then my involvement ends
25 when the trial is over, other than doing a return if

1 there's an appeal.

2 Q I have nothing further. Answer any
3 questions that Mr. Baxter may have.

4 MR. BAXTER: No questions.

5 MS. HUNT: Okay.

6 COURT REPORTER: Read and sign?

7 THE WITNESS: You've been paying close
8 attention. I'm satisfied.

9

10 (Witness excused.)

11

12 (Deposition was concluded at 10:38 a.m.)

13

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CERTIFICATE OF REPORTER

I, Deirdre J. Weyer, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript; that the deponent was duly sworn to testify to the truth, the whole truth and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof. Witness my hand, I have hereunto affixed my official seal this 24th day of May 2016, at Moncks Corner, Berkeley County, South Carolina.

Deirdre J. Weyer
Registered Professional Reporter
Notary Public
State of South Carolina at Large
My Commission expires:
May 15, 2023

0035

BEFORE THE SOUTH CAROLINA BUILDING CODES COUNCIL

In the Matter of:

JANET GRANT,

PO DRAWER 839
GEORGETOWN, SC 29442

Respondent.

ORDER TO CEASE AND DESIST

TO THE ABOVE NAMED RESPONDENT:

WHEREAS, it has been brought to the attention of the South Carolina Building Codes Council (the Council) that you have engaged in the practice of building code enforcement in this State without being properly licensed, as required by law; and

WHEREAS, this Order is authorized by Section 6-8-50 and Section 40-1-100(A) of the 1976 Code of Laws of South Carolina, as amended.

THEREFORE, YOU ARE HEREBY NOTIFIED AND EXPRESSLY ORDERED to immediately cease and desist from engaging in the practice of building code enforcement in the State of South Carolina, as defined by Section 6-8-10 of the amended Code, until such time, if ever, as you may be properly authorized by the Council in accordance with law.

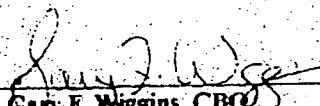
VIOLATIONS MAY BE PUNISHED BY THE IMPOSITION OF CIVIL PENALTIES IN AMOUNTS UP TO \$10,000.00 FOR EACH VIOLATION AND CRIMINAL PENALTIES WHICH MAY INCLUDE FINES OR IMPRISONMENT, AS PROVIDED BY LAW.

AND IT IS SO ORDERED.

SOUTH CAROLINA BUILDING CODES COUNCIL

1/16/09
Date

BY:


 Gary F. Wiggins, CBO
 Administrator

CERTIFICATE OF PERSONAL SERVICE
 This is to certify that the undersigned has this date served
 this C&D in the above entitled action upon the
 above named by personally delivering a copy hereof and
 leaving the same with the above named at the following
 address: PO Box 939, Georgetown, SC 29442
 This 16 day of January, 2009
 By: Juanita R. Meade
 Printed name, title & signature

Page 1 of 1

Unlic Prac C&D (Rev. 12-8-08)

City of Georgetown 0035

ROA 204

ROA 204

(11) 13.61 percent to the Department of Juvenile Justice. The Department of Juvenile Justice must apply the funds generated by this item to offset the nonstate share of allowable costs of operating juvenile detention centers so that per diem costs charged to local governments utilizing the juvenile detention centers do not exceed twenty-five dollars a day. Notwithstanding this provision of law, the director of the department may waive, reduce, defer, or reimburse the charges paid by local governments for juvenile detention placements. The department may apply the remainder of the funds generated by this item, if any, to operational or capital expenses associated with regional evaluation centers; and

(12) .12 percent to the Office of the State Treasurer to defray the administrative expenses associated with the collecting and distributing the revenue of these assessments.

(D) The revenue retained by the municipality under subsection (B) must be used for the provision of services for the victims of crime including those required by law. These funds must be appropriated for the exclusive purpose of providing victim services as required by Article 15 of Title 16; specifically, those service requirements that are imposed on local law enforcement, local detention facilities, prosecutors, and the summary courts. First priority must be given to those victims' assistance programs which are required by Article 15 of Title 16 and second priority must be given to programs which expand victims' services beyond those required by Article 15 of Title 16. All unused funds must be carried forward from year to year and used exclusively for the provision of services for victims of crime. All unused funds must be separately identified in the governmental entity's adopted budget as funds unused and carried forward from previous years.

(E) To ensure that fines and assessments imposed pursuant to this section and Section 14-1-209(A) are properly collected and remitted to the State Treasurer, the annual independent external audit required to be performed for each municipality pursuant to Section 5-7-240 must include a review of the accounting controls over the collection, reporting, and distribution of fines and assessments from the point of collection to the point of distribution and a supplementary schedule detailing all fines and assessments collected at the court level, the amount remitted to the municipal treasurer, and the amount remitted to the State Treasurer.

(1) To the extent that records are made available in the format determined pursuant to subsection (E)(4), the supplementary schedule must include the following elements:

- (a) all fines collected by the clerk of court for the municipal court;
- (b) all assessments collected by the clerk of court for the municipal court;
- (c) the amount of fines retained by the municipal treasurer;
- (d) the amount of assessments retained by the municipal treasurer;
- (e) the amount of fines and assessments remitted to the State Treasurer pursuant to this section;

and

(f) the total funds, by source, allocated to victim services activities, how those funds were expended, and any balances carried forward.

(2) The supplementary schedule must be included in the external auditor's report by an "in relation to" paragraph as required by generally accepted auditing standards when information accompanies the basic financial statements in auditor submitted documents.

(3) Within thirty days of issuance of the audited financial statement, the municipality must submit to the State Treasurer a copy of the audited financial statement and a statement of the actual cost associated with the preparation of the supplemental schedule required in this section. Upon submission to the State Treasurer, the municipality may retain and pay from the fines and assessments collected pursuant to this section the actual expense charged by the external auditor for the preparation of the supplemental schedule required in this subsection, not to exceed one thousand dollars each year.

(4) The clerk of court and municipal treasurer shall keep records of fines and assessments required to be reviewed pursuant to this subsection in the format determined by the municipal governing body and make those records available for review.

HISTORY: 1994 Act No. 497, Part II, Section 36D, eff January 1, 1995; 1995 Act No. 145, Part II, Section 113C, eff July 1, 1995; 1996 Act No. 458, Part II, Section 80A, eff upon approval (took effect

ROA 205

provision of services to the victims of crime. All unused funds must be separately identified in the governmental entity's adopted budget as funds unused and carried forward from previous years.

(D) To ensure that surcharges imposed pursuant to this section are properly collected and remitted to the city or county treasurer, the annual independent external audit required to be performed for each municipality pursuant to Section 5-7-240 and each county pursuant to Section 4-9-150 must include a review of the accounting controls over the collection, reporting, and distribution of surcharges from the point of collection to the point of distribution and a supplementary schedule detailing all surcharges collected at the court level, and the amount remitted to the municipality or county.

(1) The supplementary schedule must include the following elements:

- (a) all surcharges collected by the clerk of court for the general sessions, magistrate's, or municipal court;
 - (b) the amount of surcharges retained by the city or county treasurer pursuant to this section;
 - (c) the amount of funds allocated to victim services by fund source; and
 - (d) how those funds were expended, and any carry forward balances.
- (2) The supplementary schedule must be included in the external auditor's report by an "in relation to" paragraph as required by generally accepted auditing standards when information accompanies the basic financial statements in auditor submitted documents.

HISTORY: 1997 Act No. 141, Section 7, eff July 1, 1997; 1998 Act No. 343, Section 1G, eff June 8, 1998; 1999 Act No. 105, Section 4, eff June 28, 1999; 2000 Act No. 387, Part II, Section 83E, eff June 30, 2000; 2000 Act No. 390, Section 1; 2008 Act No. 283, Section 3, eff June 11, 2008.

SECTION 14-1-212. Surcharges on fines; distribution.

(A) In addition to all other assessments and surcharges, a twenty-five dollar surcharge is imposed on all fines, forfeitures, escheatments, or other monetary penalties imposed in the general sessions court or in magistrates or municipal court for misdemeanor traffic offenses or for nontraffic violations. No portion of the surcharge may be waived, reduced, or suspended.

(B)(1) The revenue collected pursuant to subsection (A) must be retained by the jurisdiction which heard or processed the case and paid to the State Treasurer within thirty days after receipt. The State Treasurer may retain in a fiscal year the actual cost associated with the collection of this surcharge not to exceed forty thousand dollars. The State Treasurer shall allocate and transfer quarterly the remaining revenue as follows:

- (a) 18.50 percent to the Prosecution Coordination Commission for allocations to circuit solicitors in the manner provided pursuant to this subsection for the operations of solicitors' offices, a portion of which, at the option of a solicitor, may be used for drug courts in the judicial circuit;
- (b) 22.10 percent to the Department of Juvenile Justice for the Coastal Evaluation Center, for Assault Prevention, and other federal lawsuit related expenses;
- (c) 15 percent to the State Law Enforcement Division for its general purposes;
- (d) 15 percent to the Department of Corrections for its general purposes;
- (e) 3.75 percent to the Office of the Attorney General for its general purposes;
- (f) 8.56 percent to the Judicial Department for its general purposes;
- (g) 1.55 percent to the Department of Natural Resources for statewide police responsibilities;
- (h) 1 percent to the Office of Indigent Defense, Division of Appellate Defense for its general purposes;
- (i) 0.10 percent to the Forestry Commission for statewide police responsibilities; and
- (j) 14.44 percent to the Department of Public Safety for the Highway Patrol Division for equipment, vehicle purchases, and associated vehicle expenses, including maintenance and gasoline.

ROA 206

ROA 206

(2) The State Treasurer shall transmit the portion of these funds earmarked for the solicitors' offices to the Prosecution Coordination Commission which then shall apportion these funds among the circuit solicitors of this State on a per capita basis equal to the population in that circuit compared to the population of the State as a whole based on the most recent official United States Census. Amounts generated by this section for use by solicitors' offices must be in addition to any amounts presently being provided by the county for these services and may not be used to supplant funding already allocated for these services by the county.

(C) The State Treasurer may request the State Auditor to examine the financial records of any jurisdiction which he believes is not timely transmitting the funds required to be paid to the State Treasurer pursuant to subsection (B). The State Auditor is further authorized to conduct these examinations and the local jurisdiction is required to participate in and cooperate fully with the examination.

HISTORY: 2008 Act No. 353, Section 2, Pt 32C, eff July 1, 2009.

5. Surcharge on all convictions, Criminal Justice Academy Funding, Section 90.7, Part 1B Temporary Provisos

In addition to all other assessments and surcharges during the current fiscal year, a five dollar surcharge to fund training at the SC Criminal Justice Academy is also levied on all fines and monetary penalties imposed in the magistrate court for misdemeanor traffic offenses or for non-traffic violations. **No portion of the surcharge may be waived, reduced, or suspended. The surcharge does not apply to state or local laws regulating parking. Therefore, the \$5.00 Criminal Justice Academy surcharge should not be added to fines resulting from a conviction of any parking regulations in magistrates court.**

The revenue collected pursuant to this surcharge must be retained by the jurisdiction which heard or processed the case and paid to the State Treasurer within thirty days after receipt. These funds should be clearly designated when transmitted to your County Treasurer and then forwarded to the State Treasurer.

Section 90.7 (C) provides that the State Treasurer may request the State Auditor to examine the financial records of any jurisdiction which he believes is not timely transmitting the funds required to be paid to the State Treasurer under this Section. The State Auditor is further authorized to conduct these examinations and the local jurisdiction is required to participate in and cooperate fully with the examination.

ROA 207

GEORGETOWN, SOUTH CAROLINA

ELECTRONICALLY FILED 2017 May 23 2:37 PM U.S. DISTRICT COURT - COMMON PLEAS, CAS# 2016CB000182

- GAS**
DEMOLITION

Permit # (10) 11/24

PAID
AUG 24 2010
OFFICE OF THE CLERK
5

TOTAL FEES DUE:
\$ 150.00

NOTICE

This application shall become the **BUILDING PERMIT** when approved by the Building Official and the Zoning Administrator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Codes or Zoning Ordinance, nor shall such issuance of the permit prevent the Building Official or Zoning Administrator from hereafter requiring a correction of error in plans, or in construction of or violations of the Building Codes or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after the issuance and work is completed within 18 months after its issuance.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

(DATE)

(DATE)

APPROVED FOR ISSUANCE:

ROA 208



**City of Georgetown
Building and Planning Department
843 545-4010**

November 21, 2008

Re: Overgrown Lot- undergrowth

**Gabriel Button Hrs.
C/O Leroy S. Buttone
2221 Peachtree Street
Georgetown, SC 29440**

Dear Gabriel Buttone Hrs:

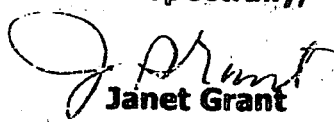
Please be aware that your property located on Black River Rd. TMS# 5-19-78 is in violation of the City of Georgetown's Overgrown Lot Ordinance.

Please remove all litter from the lot before cutting or after cutting if the situation applies to your property. The lot must be cut and all debris removed by December 12, 2008.

Please disregard this letter if you have cleaned the lot prior to receiving this letter.

If you should have any questions regarding the above information please contact me at the Building and Planning Department at 843 545-4010 City Hall. Thank you in advance for your cooperation.

Respectfully,


**Janet Grant
Code Enforcement**

ROA 209

ROA 209

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

EXHIBIT 3 PART 2

☐ BUILDING PERMIT
☐ PLUMBING

☐ ELECTRICAL
☐ MECHANICAL

☐ GAS
☒ DEMOLITION

Applicant to complete numbered spaces only.

Permit # (10) 1102

JOB ADDRESS 519-A Black River Rd.											
1	LEGAL DESCR.	Map No. 5-19	Parcel No. 86	DATE OF APPLICATION 9-13-10	PLOT PLAN	YES ☐	NO ☒	BUILDING PLANS	YES ☐	NO ☒	
2	OWNER Leroy Buttone	MAIL ADDRESS 2221 Peachtree St.			STATE SC		ZIP 29440				
3	CONTRACTOR OWNER	MAIL ADDRESS			STATE		ZIP		State License No.	City Business License No.	
4	ARCHITECT OR DESIGNER N/A	MAIL ADDRESS			STATE		ZIP		REGISTRATION		
5	ENGINEER N/A	MAIL ADDRESS			STATE		ZIP		REGISTRATION		
6	USE OF BUILDING S/F							7 VALUATION OF WORK 3,000.00			
8	Class of work: ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☐ REMOVE										
9	Describe work: Demolish house & remove debris										
										PAID	
										SEP 13 2010	
										CITY OF GEORGETOWN	
										BY: [Signature]	

TYPE OF CONST.		SIZE OF BUILDING (TOTAL) SQ. FT.		OCC. TYPE		NO. OF STORIES:		FLOOD ZONE:		NO. DWELLING UNITS		
USE ZONE:		ZONING SETBACK REQ.		FRONT	LEFT	RIGHT	REAR	HEIGHT		OFF STREET PARKING SPACES:		
FEE DUE:	PERMIT 150.00	PLAN REVIEW		SITE PLAN FEE								TOTAL FEES DUE: 150.00
SPECIAL CONDITIONS/NOTES: Spoke with town planner at his residence.												

This application shall become the BUILDING PERMIT if construed to be a license to proceed with it. It shall be void if any of the provisions of the Building Codes or Zoning Ordinance, nor shall such of error in plans, or in construction of or violation of the same is commenced within six (6) months after it is issued.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE ZONING ADMINISTRATOR.

I hereby certify that I have read and examined the plans and specifications of work will be complied with.

The Zoning Administrator. The permit issued shall be void if any of the provisions of the Building Codes or Zoning Ordinance, nor shall such of error in plans, or in construction of or violation of the same is commenced within six (6) months after it is issued.

CTIONS.

ions of Law and Ordinances governing this type

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

[Signature]

SIGNATURE OF OWNER

APPLICATION ACCEPTED BY:

ZONING APPROVED BY:

PLANS CHECKED BY:

APPROVED FOR ISSUANCE:

(DATE)

9/13/10

(DATE)

ROA 210

ROA 210

ELECTRONICALLY FILED - 2017 May 28 2:27 PM - GEORGETOWN - COMMON PLEAS - CASE# 2017-002200488

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

EXHIBIT 3 PART 2

☐ BUILDING PERMIT
☐ PLUMBING

☐ ELECTRICAL
☐ MECHANICAL

☐ GAS
☒ DEMOLITION

Demo

Permit # *(09) 908*

Applicant to complete numbered spaces only.

JOB ADDRESS <i>3 Azalea Circle G-Town SC 29440</i>									
1 LEGAL DESCR.	Map No. <i>5-19</i>	Parcel No. <i>4</i>	DATE OF APPLICATION <i>5-22-09</i>	PLOT PLAN	YES ☐ NO ☒	BUILDING PLANS	YES ☐ NO ☒		
2 OWNER <i>Gene Barker</i>		MAIL ADDRESS		STATE	ZIP				
3 CONTRACTOR <i>Chuck Martinic</i>		MAIL ADDRESS		STATE	ZIP	State License No.	City Business License No.		
4 ARCHITECT OR DESIGNER <i>N/A</i>		MAIL ADDRESS		STATE	ZIP				
5 ENGINEER <i>N/A</i>		MAIL ADDRESS		STATE	ZIP				
6 USE OF BUILDING <i>S/F</i>						7 VALUATION OF WORK <i>\$2800</i>			
8 Class of work ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☐ REMOVE									
9 Describe work <i>House Demolition work</i>									

TYPE OF CONST.		SIZE OF BUILDING (TOTAL) SQ. FT.		OCC. TYPE		NO. OF STORIES		FLOOD ZONE		NO. DWELLING UNITS	
USE ZONE		ZONING SETBACK REQ.		FRONT	LEFT	RIGHT	REAR	HEIGHT		OFF STREET PARKING SPACES	
FEE DUE:	PERMIT <i>150.00</i>	PLAN REVIEW	ZONING	FIRE	STOP WORK <i>150.00</i>	CONST. SIGN	SITE PLAN FEE	TOTAL FEES DUE: <i>\$300.00</i>		<i>\$150.00</i>	

SPECIAL CONDITIONS/NOTES

NOTICE

This application shall become the BUILDING PERMIT when approved by the Building Official and the Zoning Administrator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Codes or Zoning Ordinance, nor shall such issuance of the permit prevent the Building Official or Zoning Administrator from hereafter requiring a correction of error in plans, or in construction or violations of the Building Codes or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after the issuance and work is completed within 18 months after its issuance.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

Chuck Martinic
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

05-22-09
(DATE)

SIGNATURE OF OWNER

APPLICATION ACCEPTED BY

ZONING APPROVED BY

PLANS CHECKED BY

APPROVED FOR ISSUANCE

ROA 211

ELECTRONICALLY FILED - MAY 23 2:37 PM - GEORGETOWN - COMMON PLEAS - CASE #2015-072200483



**City of Georgetown
Public Works Department
843 545-4700**

April 28, 2009

Re: Overgrown Lot- please clean the entire lot from front to back area

**Elise Joye
322 Driftwood Ave.
Georgetown, SC 29440**

Dear Elise Joye:

**Please be aware that your property located on Winyah Street
Georgetown, SC TMS# 05-26-195 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter from the lot before cutting or after cutting if
this applies to your property. The lot must be cleaned of all debris and
litter and removed by May 20, 2009**

**Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


**Janet Grant
Code Enforcement**

ROA 212

ROA 212

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

EXHIBIT 3 PART 2

☐ BUILDING PERMIT
☐ PLUMBING

☐ ELECTRICAL
☐ MECHANICAL

☐ GAS
☒ DEMOLITION

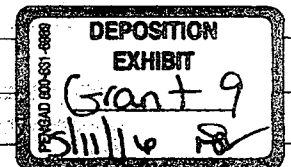
Demo.

Applicant to complete numbered spaces only.

1942 Emmanuel St

Permit # (09) 905

JOB ADDRESS ~~144 Alex Alford St.~~							
1	LEGAL DESCR.	Map No 5-22	Parcel No 53	DATE OF APPLICATION 1-30-09	PLOT PLAN ☐ YES ☒ NO	BUILDING PLANS ☐ YES ☒ NO	
2	OWNER Walter Johnson	MAIL ADDRESS			STATE		ZIP
3	CONTRACTOR James Shawn	MAIL ADDRESS			STATE	ZIP	State License No.
4	ARCHITECT OR DESIGNER N/A	MAIL ADDRESS			STATE	ZIP	REGISTRATION NO.
5	ENGINEER N/A	MAIL ADDRESS			STATE	ZIP	REGISTRATION NO.
6	USE OF BUILDING Comm.	7 VALUATION OF WORK 4,200					
8	Class of work ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☒ REMOVE						
9	Describe work: Demolish entire structure						



TYPE OF CONST.:		SIZE OF BUILDING (TOTAL) SQ.FT.		OCC TYPE		NO OF STORIES:		FLOOD ZONE:		NO. DWELLING UNITS	
USE ZONE:		ZONING SETBACK REQ.		FRONT	LEFT	RIGHT	REAR	HEIGHT		OFF STREET PARKING SPACES	
FEE DUE:	PERMIT \$150.00	PLAN REVIEW	ZONING	FIRE	STOP WORK	CONST. SIGN	SITE PLAN FEE	TOTAL FEES DUE: \$150.00			

SPECIAL CONDITIONS/NOTES

NOTICE

This application shall become the BUILDING PERMIT when approved by the Building Official and the Zoning Administrator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Codes or Zoning Ordinance, nor shall such issuance of the permit prevent the Building Official or Zoning Administrator from hereafter requiring a correction of error in plans, or in construction of or violations of the Building Codes or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after the issuance and work is completed within 18 months after its issuance.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT <i>James Shawn</i>		DATE 2/2/09	
SIGNATURE OF OWNER <i>[Signature]</i>		DATE	
APPLICATION ACCEPTED BY <i>[Signature]</i>	ZONING APPROVED BY	PLANS CHECKED BY	APPROVED FOR ISSUANCE <i>[Signature]</i>

ROA 213

ELECTRONICALLY FILED 10:17 May 23 2009 PM 4 - GEORGETOWN - COMMON PLEAS - CASE #2010CP2200483



**City of Georgetown
Public Works Department
843 545-4700**

June 29, 2009

Re: Overgrown lot

**Elise Joye
322 Driftwood Ave.
Georgetown, SC 29440**

Dear Elsie Joye:

**Please be aware that your property located on Winyah Street
Georgetown, SC TMS# 05-17-274 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter from the lot before cutting or after cutting if
this applies to your property. The lot must be cleaned of all debris and
litter and removed by July 21, 2009**

**Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


**Janet Grant
Code Enforcement**

ROA 214

ROA 214

ROA



City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

May 10, 2010

Overgrown Lot- clean from the front to the rear property lines

**James K. Gamble ET AL
102 Mallard Circle
Savannah, GA. 31419**

Please be aware that your property located on Queen St. Georgetown, SC TMS# 05-27-150 is in violation of the City of Georgetown's Property Conditions Constituting A Nuisance of the City of Georgetown's Overgrown Lot.

Please remove all litter and solid waste material from the lot before cutting or after cutting if this applies to your property. The lot must be cleaned of all debris and litter and removed by May 31, 2010. Please disregard this letter if you have cleaned the lot prior to receiving this letter.

If you should have any questions regarding the above information please contact me at the Public Works Department at 843 545-4012 City Hall. Thank you in advance for your cooperation.

Respectfully,

Janet Grant
**Janet Grant
Code Enforcement**

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

☐ BUILDING PERMIT
☐ PLUMBING

☐ ELECTRICAL
☐ MECHANICAL

☐ GAS
☒ DEMOLITION

Demo

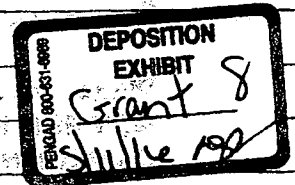
Permit # *(10) 11018*

Applicant to complete numbered spaces only.

JOB ADDRESS <i>715 W. N. St.</i>										
1	LEGAL DESCR.	Map No. <i>5-216</i>	Parcel No. <i>195</i>	DATE OF APPLICATION <i>9-8-10</i>	PLOT PLAN	YES ☐	NO ☒	BUILDING PLANS	YES ☐	NO ☒
2	OWNER	MAIL ADDRESS <i>322 Driftwood Ave S.E. 29446 S.C.</i>			STATE <i>S.C.</i>		ZIP <i>29446</i>			
3	CONTRACTOR	MAIL ADDRESS <i>Chuck's Lot-Clearing 5824 Kenny Road Rd 67444 S.C.</i>			STATE <i>S.C.</i>		ZIP <i>29444</i>		State License No.	City Business License No.
4	ARCHITECT OR DESIGNER	MAIL ADDRESS			STATE		ZIP		REGISTRATION No.	
5	ENGINEER	MAIL ADDRESS			STATE		ZIP		REGISTRATION No.	
6	USE OF BUILDING <i>Home</i>								7 VALUATION OF WORK <i>\$2500.00</i>	

8 Class of work: ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☐ REMOVE

9 Describe work: *Demolition of Home*



TYPE OF CONST.:	SIZE OF BUILDING (TOTAL) SQ. FT.	OCC. TYPE	NO. OF STORIES		FLOOD ZONE	NO. DWELLING UNITS	
USE ZONE:	ZONING SETBACK REQ.	FRONT	LEFT	RIGHT	REAR	HEIGHT	OFF STREET PARKING SPACES
EES UE:	PERMIT <i>150.00</i>	PLAN REVIEW	ZONING	FIRE	STOP WORK	CONST. SIGN	SITE PLAN FEE
						TOTAL FEES DUE: <i>\$150.00</i>	

SPECIAL CONDITIONS/NOTES:

NOTICE

This application shall become the BUILDING PERMIT when approved by the Building Official and the Zoning Administrator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Codes or Zoning Ordinance, nor shall such issuance of the permit prevent the Building Official or Zoning Administrator from hereafter requiring a correction of error in plans, or in construction or of violations of the Building Codes or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after the issuance and work is completed within 18 months after its issuance.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT <i>Grant 8</i>		(DATE) <i>9-8-10</i>	
SIGNATURE OF OWNER <i>Grant 8</i>		(DATE) <i>9-7-10</i>	
APPLICATION ACCEPTED BY: <i>Grant 8</i>	ZONING APPROVED BY:	PLANS CHECKED BY:	APPROVED FOR ISSUANCE: <i>Grant 8</i>

ELECTRONICALLY FILED - 2010 May 23 2:37 PM - GEORGETOWN - COMMON PLEAS - CASE#2010CP2200483

0114 Q16



City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

May 24, 2010

Overgrown Lot- clean from the front to the rear property lines, this structure has become a health hazard to the surrounding area.

John K. Gamble
102 Mallard Drive
Savannah, Georgia 31419

Dear John K. Gamble:

Please be aware that your property located on Queen Street
Georgetown, SC TMS# 05-27-149 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.

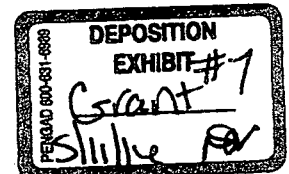
Please remove all litter and solid waste material from the lot before
cutting or after cutting if this applies to your property. The lot must be
cleaned of all debris and litter and removed by June 8, 2010.
Please disregard this letter if you have cleaned the lot prior to
receiving this letter.

If you should have any questions regarding the above inform
please contact me at the Public Works Department at 843 5
City Hall. Thank you in advance for your cooperation.

Respectfully,


Janet Grant
Code Enforcement

ROA 218





City of Georgetown
120 N. Fraser Street
Georgetown, S.C. 29440
Public Works Department
843 545-4700

September 21, 2010

Dilapidated Structure: health hazard, property condition constitutes a nuisance

Jessie McClary
3250 S. Fraser Street
Georgetown, SC 29440

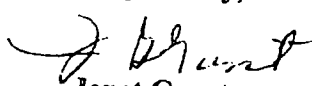
Dear Jessie McClary:

Our Office notified you on August 11, 2010 regarding the property on Emanuel Street Georgetown, SC identified on Tax Parcel TMS# 5-26-209. We indicated a date line of August 20, 2010, to have the property cleaned and cleared. Our office understands situations come about that may have delayed the process, therefore we are granting a second and final date of October 13, 2010 to have the property brought to compliance.

City Code allows for court summons and fines to be issued when a property is determined by the Code Enforcement Officer to be in violation of a city code.

If the property has been brought into compliance prior to receiving this letter, please disregard. Thank you in advance for your cooperation.

Respectfully,


Janet Grant
Code Enforcement

ROA 217

ROK

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:

Charles Powers
P.O. Box 6525
Florence, SC 29501

2. Article Number
(Transfer from service label)

7009 3410 0000 1871 2470

PS Form 3811, February 2004

Domestic Return Receipt

102695-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Susan Pace

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Susan Pace

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

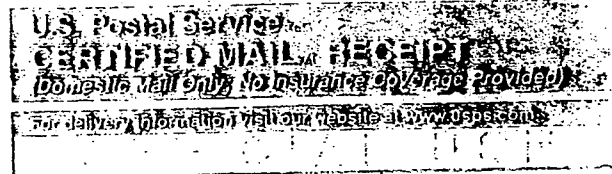
3. Service Type

☒ Certified Mail☐ Express Mail☒ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

0242 1281 0000 0THE 6002



Postage	\$ 61
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.71

Postmark
Here

6-9-2010

Sent to: Charles Powers
 Street Apt. No. or PO Box No.: P.O. Box 6525
 City, State, ZIP+4: Florence, SC 29501
 PS Form 3811, August 2004

ROA 219



City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

July 12, 2010

Overgrown Lot- Excessive overgrown lot, dilapidated structure

**Charles H. Powers
P.O. Box 6525
Florence, SC 29501**

Dear Charles H. Powers:

**Please be aware that your property located on Prince Street ,
Georgetown, SC TMS# 5-6-84 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter and solid waste material from the lot before
cutting or after cutting if this applies to your property. The lot must be
cleaned of all debris and litter and removed by August 2,,2010.
Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

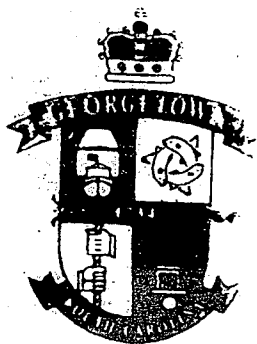
**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


**Janet Grant
Code Enforcement**

ROA 220

ROA 220



City of Georgetown
120 N. Fraser Street
Georgetown, S.C. 29440
Public Works Department
843 545-4700

July 28, 2010

Re: Overgrown Lot: evergrown lot, dilapidated house

Charles H. Powers
P.O. Box 6525
Florence, SC 29501

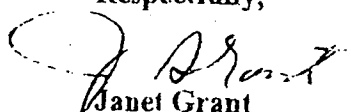
Dear Charles H. Powers:

Our Office notified you on July 12, 2010 regarding the property on West Prince Street Georgetown, SC identified on Tax Parcel TMS# 5-6-84. We indicated a date line of August 2, 2010, to have the property cleaned and cleared. Our office understands situations come about that may have delayed the process, therefore we are granting a second and final date of August 16, 2010, to have the property brought to compliance.

City Code allows for court summons and fines to be issued when a property is determined by the Code Enforcement Officer to be in violation of a city code.

If the property has been brought into compliance prior to receiving this letter, please disregard. Thank you in advance for your cooperation.

Respectfully,


Janet Grant
Code Enforcement

ROA 22



City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

September 9, 2010

Overgrown Lot: Excessive overgrowth and dilapidated house

Charles H. Powers
P.O. Box 6525
Florence, SC 29501

Dear Charles H. Powers:

Please be aware that your property located on West Prince Street, Georgetown, SC TMS# 5-6-84 is in violation of the City of Georgetown's Property Conditions Constituting A Nuisance of the City of Georgetown's Overgrown Lot.

Please remove all litter and solid waste material from the lot before cutting or after cutting if this applies to your property. The lot must be cleaned of all debris and litter and removed by October 9, 2010. Please disregard this letter if you have cleaned the lot prior to receiving this letter.

If you should have any questions regarding the above information please contact me at the Public Works Department at 843 545-4012 City Hall. Thank you in advance for your cooperation.

Respectfully,


Janet Grant
Code Enforcement

ROA 229

ROA 222

 UNIFORM ORDINANCE SUMMONS City of Georgetown				501294	
Last Name Powers		First Name Charles		Middle Initial H	
Address P.O. Box 6525					
City Florence		State/Zip SC 29501		Social Security	
YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT City of Georgetown Municipal Court 2222B Highmarket Street, Georgetown, SC 29440					
ON Trial Date 10-21-2010		AT Trial Time 9:30		AM ☒ PM ☐	
FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:					
Ordinance Section # Article II Public Nuisance Sec. 11-23		Date Issued 9-9-2010		Bond Amount 1,092.50	
Description Of Ordinance Excessive overgrowth + Dilapidate house					
Description Of Violation					
Date Of Violation 9-9-10		Time Of Violation		AM ☐ PM ☐ Location of Violation 2705 W. Ponce St	
Name Of Issuing Officer Tand Brant		Title Code Enforcement			
Failure to appear in court without first posting bond or obtaining a continuance is a misdemeanor punishable by a fine up to \$ 500.00 plus costs and/or imprisonment for up to 30 days. Post Bond Prior To Trial Date The issuing officer cannot accept the bond. Bond must be posted by cash or money order (not personal check) delivered or mailed (do not mail cash) to the above address of the court, or to:					
Requested Disposition. Indicate the disposition you desire and return this summons or a copy with the bond payment: ☐ Forfeit Bond—No Court Appearance ☐ Bond Posted—Trial by the Municipal Judge ☐ Bond Posted—Trial by Jury					
Signature of Defendant			Date		
Maximum penalty which may be imposed by court for this offense is \$ 500.00 plus costs and/or imprisonment for 30 days.					
DEFENDANT COPY					

ROA 223



Pending

City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

SA Sandra Blake

July 19, 2010

Overgrown Lot- grass need cutting & dilapidated structure needs

**Fannie Grimage
C/O Manning
350 E. 124th Street Apt. 16 A
New York, NY. 10035**

Dear Fannie Grimage:

Please be aware that your property located on Palm Alley Georgetown, SC TMS# 5-13-37 is in violation of the City of Georgetown's Property Conditions Constituting A Nuisance of the City of Georgetown's Overgrown Lot.

Please remove all litter and solid waste material from the lot before cutting or after cutting if this applies to your property. The lot must be cleaned of all debris and litter and removed by August 10, 2010. Please disregard this letter if you have cleaned the lot prior to receiving this letter.

If you should have any questions regarding the above information please contact me at the Public Works Department at 843 545-4012 City Hall. Thank you in advance for your cooperation.

Respectfully,

Janet Grant
**Janet Grant
Code Enforcement**

ROA 224

ROA 224

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

EXHIBIT 3 PART 2

☐ BUILDING PERMIT
☐ PLUMBING

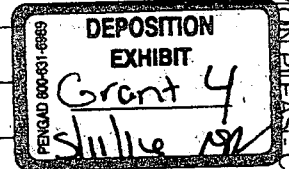
☐ ELECTRICAL
☐ MECHANICAL

☐ GAS
☒ DEMOLITION

Demo
Permit # 401 1001124

Applicant to complete numbered spaces only.

JOB ADDRESS 705 Palm Alley		PLOT PLAN YES ☐ NO ☒		BUILDING PLANS YES ☐ NO ☒	
1 LEGAL DESCR.	Map No. 13	Parcel No. 37	DATE OF APPLICATION 12-2-2010	STATE N.Y.	ZIP 10035
2 OWNER Fanny Grinnage	MAIL ADDRESS 11 Manning 350E 124th St. Apt. 16-A		STATE N.Y.		
3 CONTRACTOR Green's Carpentry	MAIL ADDRESS 703 Palm Alley		STATE N.Y.		
4 ARCHITECT OR DESIGNER N/A	MAIL ADDRESS		STATE		
5 ENGINEER N/A	MAIL ADDRESS		STATE		
6 USE OF BUILDING S/F	7 VALUATION OF WORK \$900.00				
8 Class of work: ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☐ REMOVE					
9 Describe work: Demolition of a house					



TYPE OF CONST.:	SIZE OF BUILDING (TOTAL) SQ. FT.	OCC. TYPE	NO. OF STORIES:	FLOOD ZONE:	NO. DWELLING UNITS:
USE ZONE:	ZONING SETBACK REQ.	FRONT	LEFT	RIGHT	REAR
HEIGHT	OFF STREET PARKING SPACES				
FEES DUE:	PERMIT	PLAN REVIEW	ZONING	FIRE	STOP WORK
150.00					
CONST. SIGN	SITE PLAN FEE	TOTAL FEES DUE: 150.00			

SPECIAL CONDITIONS/NOTES:

NOTICE

This application shall become the BUILDING PERMIT when approved by the Building Official and the Zoning Administrator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Codes or Zoning Ordinance, nor shall such issuance of the permit prevent the Building Official or Zoning Administrator from hereafter requiring a correction of error in plans, or in construction of or violations of the Building Codes or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after the issuance and work is completed within 18 months after its issuance.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT
C. A. Green

SIGNATURE OF OWNER
L. A. Manning

DEC 7 2010
77

12-2-2010
(DATE)
12-2-2010
(DATE)

APPLICATION ACCEPTED BY:	ZONING APPROVED BY:	PLANS CHECKED BY:	APPROVED FOR ISSUANCE:
R. J.			D. Grant

ROA 225

ELECTRONICALLY FILED
May 23, 2017 2:37 PM
GEORGETOWN - COMMON PLEAS - CASE #2013CP2200483

EXHIBIT 3 PART 2

UNIFORM ORDINANCE SUMMONS

City of Georgetown

versus

First Name

Middle Initial

Last Name

Richard Izzard
1908 Front Street
Georgetown, SC 29440

Social Security

City

YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT
City of Georgetown Municipal Court
2222B Highmarket Street, Georgetown, SC 29440

ON

Trial Date

AT

Trial Time

AM
PM

FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:

Ordinance

Section #

Description Of Ordinance

Description Of Violation

Date Of Violation

Name Of Issuing Officer

Time Of Violation

AM
PM

Location of Violation

Title

Bond Amount

Failure to appear in court without first posting bond or obtaining a continuance is a misdemeanor punishable by a fine up to \$500.00 plus costs and/or imprisonment for up to 30 days.

Post Bond Prior To Trial Date

The issuing officer cannot accept the bond. Bond must be posted by cash or money order (not personal check) delivered or mailed (do not mail cash) to the above address of the court, or to:

Requested Disposition. Indicate the disposition you desire and return this summons or a copy with the bond payment:

- ☐ Forfeit Bond—No Court Appearance
☐ Bond Posted—Trial by the Municipal Judge
☐ Bond Posted—Trial by Jury

Signature of Defendant

Date

Maximum penalty which may be imposed by court for this offense is \$500.00 plus costs and/or imprisonment for 30 days.

DEFENDANT COPY

ROA 226

ROA 226

UNIFORM ORDINANCE SUMMONS City of Georgetown				000318	
VERSUS					
Last Name <u>Swindell</u>		First Name <u>V. Swindell</u>		Middle Initial	
Address <u>703 Brooks Rd</u>					
City <u>Anderson</u>		State/Zip <u>SC 29610</u>		Social Security	
YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT City of Georgetown Municipal Court 2222B Highmarket Street, Georgetown, SC 29440					
ON Trial Date <u>03-13-2017</u>		AT Trial Time <u>4:30</u>		AM PM	
FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:					
Ordinance Section # <u>Section 10.1.01.01</u>		Date Issued <u>01-1-2017</u>		Bond Amount <u>1000.00</u>	
Description Of Ordinance <u>11/11/17 property owner</u>					
Description Of Violation <u>11/11/17 property owner</u>					
Date Of Violation <u>11/11/17</u>		Time Of Violation <u>AM PM</u>		Location of Violation <u>11/11/17</u>	
Name Of Issuing Officer <u>J. Swindell</u>		Title <u>Police Officer</u>			
For Official Use Only					
Bond Received \$		Date		By:	
Disposition					
Defendant Did Not Appear ☐		Appeared ☐		Date of Disposition	
Forfeited Bond ☐		Dismissed ☐		Not Prosecuted ☐	
Pled ☐		Nolo Contendere ☐		Guilty ☐	
Trial Bench ☐		Jury ☐		Verdict Guilty ☐ Not Guilty ☐	
Fine \$		Suspended \$		Amount Collected \$ Sentenced To Jail Days	
Name of Presiding Municipal Court Judge:					
Certified Correct by: Date:					
ISSUING OFFICER'S COPY					

City of Georgetown 16



**City of Georgetown
Public Works Department
843 545-4700**

April 3, 2009

Re: Overgrown Lot

**James E. Session
5211 Alba Drive
N. Charleston, SC 29418**

Dear James E. Session:

**Please be aware that your property located on Hawkins Street
Georgetown, SC TMS# 05-25-81 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter from the lot before cutting or after cutting if
this applies to your property. The lot must be cleaned of all debris and
litter and removed by April 24, 2009**

**Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information,
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


**Janet Grant
Code Enforcement**

ELECTRONICALLY FILED - 2017 May 23 2:37 PM - GEORGETOWN - COMMON PLEAS - CASE#2015CP2200483

ROA 228

ROA 228



City of Georgetown
Public Works Department
843 545-4700

October 9, 2009

Re: Overgrown Lot

James E. Sessions
5211 Alba Drive
N. Charleston, SC 29418

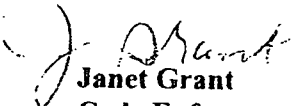
Dear James E. Session:

Our office notified you on August 3, 2009 regarding the property located on Hawkins Street, Georgetown, SC identified on Tax Parcel TMS# 5-25-81. The letter indicated a deadline of August 24, 2009 to have the property cleaned and cleared. Our office understands situations come about that may have delayed the process, therefore we are granting a second and final date of October 23, 2009 to have the property brought to compliance.

City Code allows for fines to be issued when a property is determined by the Code Enforcement Officer to be in violation of a city code.

If the property has been brought into compliance prior to receiving this letter, please disregard. Thank you in advance for your cooperation.

Respectfully,


Janet Grant
Code Enforcement

ROA 230



**City of Georgetown
Public Works Department
843 545-4700**

May 12, 2009

Re: Overgrown Lot - entire lot from front to back need cleaning

**James E. Sessions
5211 Alba Drive
N. Charleston, SC 29418**

Dear James E. Sessions:

**Please be aware that your property located on Hawkins Street
Georgetown, SC TMS# 05-25-81 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter from the lot before cutting or after cutting if
this applies to your property. The lot must be cleaned of all debris and
litter and removed by May 29, 2009**

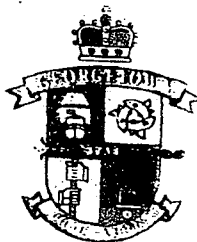
**Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


**Janet Grant
Code Enforcement**

ROA 229



**City of Georgetown
Public Works Department
843 545-4700**

August 3, 2009

Re: Overgrown lot

**James E. Sessions
5211 Alba Drive
N. Charleston, SC 29418**

Dear James E. Sessions:

**Please be aware that your property located on Hawkins Street
Georgetown, SC TMS# 05-25-81 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter from the lot before cutting or after cutting if
this applies to your property. The lot must be cleaned of all debris and
litter and removed by August 24, 2009**

**Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


**Janet Grant
Code Enforcement**

ROA 231

GEORGETOWN, SOUTH CAROLINA

EXHIBIT 3 PART 2
(843) 743-4

~~D~~ GAS
~~X~~ DEMOLITION

Demo

Permit # (09) 9054

JOB ADDRESS 912 Hawkins St.

1	LEGAL DESCR.	Map No. 5-25	Parcel No. 81	DATE OF APPLICATION	6-8-09		PLOT PLAN	YES ☐	NO ☒	BUILDING PLANS	YES ☐	NO ☒
2	OWNER	MAIL ADDRESS		STATE		ZIP						
3	CONTRACTOR	MAIL ADDRESS		STATE		ZIP	State License No.		City Business License No.			
4	ARCHITECT OR DESIGNER	MAIL ADDRESS		STATE		ZIP	REGISTRATION NO.					
5	ENGINEER	MAIL ADDRESS		STATE		ZIP	REGISTRATION NO.					
6	USE OF BUILDING	7 VALUATION OF WORK										

8 Class of work. ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☒ REMOVE

9 Describe work: Remove existing house / Removal of all debris.

Foundations to be removed and replaced

TYPE OF CONST.:		SIZE OF BUILDING (TOTAL) SQ.FT.		OCC. TYPE		NO. OF STORIES:		FLOOD ZONE:		NO. DWELLING UNITS:	
USE ZONE:		ZONING SETBACK REQ.		FRONT		LEFT		RIGHT		REAR	
										HEIGHT	
										OFF STREET PARKING SPACES:	
FEES DUE:		PERMIT		PLAN REVIEW		ZONING		FIRE		STOP WORK	
										CONST. SIGN	
										SITE PLAN FEE	
										TOTAL FEES DUE:	
		150.00								150.00	

SPECIAL CONDITIONS/NOTES.

This application shall become the BUILDING PERMIT when approved by the Building Official and the Zoning Administrator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Codes or Zoning Ordinance, nor shall such issuance of the permit prevent the Building Official or Zoning Administrator from hereafter requiring a correction of error in plans, or in construction of or violations of the Building Codes or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after the issuance and work is completed within 18 months after its issuance.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

OFFICE: 2nd Floor

SIGNATURE OF OWNER

APPLICATION ACCEPTED BY

ZONING APPROVED BY _____

PLANS CHECKED BY

APPROVED FOR ISSUANCE

RAF 230



**City of Georgetown
Public Works Department
843 545-4700**

September 17, 2009

Re: Overgrown lot - dilapidated structure is causing a health hazard to the community.

**Walter F. Johnson III
102 Pine Grove Lane
Georgetown, SC 29440**

Dear Walter F. Johnson III:

Please be aware that your property located on Winyah Street, Georgetown, SC TMS# 05-17-254 is in violation of the City of Georgetown's Property Conditions Constituting A Nuisance of the City of Georgetown's Overgrown Lot.

Please remove all litter from the lot before cutting or after cutting if this applies to your property. The lot must be cleaned of all debris and litter and removed by October 8, 2009.

Please disregard this letter if you have cleaned the lot prior to receiving this letter.

If you should have any questions regarding the above information please contact me at the Public Works Department at 843 545-4012 City Hall. Thank you in advance for your cooperation.

Respectfully,


**Janet Grant
Code Enforcement**

ROA 233



**City of Georgetown
Public Works Department
843 545-4700**

May 14, 2009

Re: Health Hazard to the Community

**Walter F. Johnson
102 Pine Grove Lane
Georgetown, SC 29440**

Dear Walter F. Johnson:

**Please be aware that your property located on Winyah Street
Georgetown, SC TMS# 05-17-254 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter from the lot before cutting or after cutting if
this applies to your property. The lot must be cleaned of all debris and
litter and removed by June 1, 2009**

**Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


**Janet Grant
Code Enforcement**

ELECTRONICALLY FILED - 2017 May 23 2:37 PM - GEORGETOWN - COMMON PLEAS - CASE#2015CP2200483

ROA 234

ROA 234

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

EXHIBIT 3 PART 2

☐ BUILDING PERMIT
☐ PLUMBING

☐ ELECTRICAL
☐ MECHANICAL

☒ GAS
☒ DEMOLITION

Permit # (10) 1101

Applicant to complete numbered spaces only.

JOB ADDRESS 2009 Winyah										
1	LEGAL DESCR.	Map No. 5-17	Parcel No. 034	DATE OF APPLICATION	PLOT PLAN	YES ☐	NO ☒	BUILDING PLANS	YES ☐	NO ☒
2	OWNER Habitat	MAIL ADDRESS 1907 Hampton Circle			STATE		ZIP			
3	CONTRACTOR Winston McKenzie	MAIL ADDRESS			STATE		ZIP		State License No.	City Business License No.
4	ARCHITECT OR DESIGNER N/A	MAIL ADDRESS			STATE		ZIP		REGISTRATION	
5	ENGINEER N/A	MAIL ADDRESS			STATE		ZIP		REGISTRATION	
6	USE OF BUILDING S/F								7 VALUATION OF WORK: 1,000.00	
8	Class of work: ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☐ REMOVE									
9	Describe work: Demolish existing home									

TYPE OF CONST.:		SIZE OF BUILDING (TOTAL) SQ.FT.		OCC. TYPE		NO. OF STORIES:		FLOOD ZONE:		NO. DWELLING UNITS:	
USE ZONE:		ZONING SETBACK REQ.		FRONT	LEFT	RIGHT	REAR	HEIGHT		OFF STREET PARKING SPACES:	
FEES DUE:	PERMIT 150.00	PLAN REVIEW	ZONING	FIRE	STOP WORK	CONST. SIGN	SITE PLAN FEE	TOTAL FEES DUE: 3150.00			

SPECIAL CONDITIONS/NOTES:

NOTICE

This application shall become the BUILDING PERMIT when approved by the Building Official and the Zoning Administrator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Codes or Zoning Ordinance, nor shall such issuance of the permit prevent the Building Official or Zoning Administrator from hereafter requiring a correction of error in plans, or in construction of or violations of the Building Codes or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after the issuance and work is completed within 18 months after its issuance.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

SIGNATURE OF OWNER

APPLICATION ACCEPTED BY:

ZONING APPROVED BY:

PLANS CHECKED BY:

APPROVED FOR ISSUANCE:

(DATE)

(DATE)

ELECTRONICALLY FILED - 2017 MAY 23 2:37 PM - GEORGETOWN - COMMON PLEAS - CASE #2015-092200483



City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

October 18, 2010

RE: Overgrown Lot: grass need to be cut from front to rear of property lines

**Sandpiper Investments LLC
P.O. Box 1665
Pawleys Island, SC 29585**

Dear Sandpiper Investments LLC:

Please be aware that your property located on Emanuel & H Street, Georgetown, SC TMS# 5-17-212 is in violation of the City of Georgetown's Property Conditions Constituting A Nuisance of the City of Georgetown's Overgrown Lot.

Please remove all litter and solid waste material from the lot before cutting or after cutting if this applies to your property. The lot must be cleaned of all debris and litter and removed by November 10, 2010. Please disregard this letter if you have cleaned the lot prior to receiving this letter.

If you should have any questions regarding the above information please contact me at the Public Works Department at 843 545-4012 City Hall. Thank you in advance for your cooperation.

Respectfully,


**Janet Grant
Code Enforcement**

ROA 236

ROA 236

Jack Scoville
Mayor

STERLING J. GEATHERS
Public Works Administrator

Chris Eldridge
City Administrator

City of Georgetown
Public Works Department
Sterling Geathers
545-4700 or 545-4012 (Code Enforcement)

January 5, 2010

Sandpiper Investments LLC
41 Salem Drive
Pawleys Island, SC 29585

Dear Sandpiper Investments LLC:

The lot located on the corner of "H" Ave and Emanuel Street has a mobile home which is in deplorable condition and overgrowth surrounding the mobile home. We are trying to keep the area clean and buildings or structures that are in deplorable conditions removed to protect the health and safety of the area. We are asking you to remove the deplorable mobile and overgrowth on the lot TMS# 5-17-212 by February 28, 2010. We appreciate your cooperation in helping us to keep the City of Georgetown clean and beautiful.

If you have any questions, please call me at 843 545-4012 or cell# 843 655-3129.

Respectfully,


Janet Grant
Code Enforcement

DRAWER 939
Georgetown, SC 29442

ROA 237



City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

May 10, 2010

Overgrown Lot and dilapidated structure

Sandpiper Investment
P.O. Box 1665
Pawleys Island, SC 29585

Dear Sandpiper Investments LLC :

**Please be aware that your property located on Emanuel Street
Georgetown, SC TMS# 05-17-212 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter and solid waste material from the lot before
cutting or after cutting if this applies to your property. The lot must be
cleaned of all debris and litter and removed by May 31, 2010.
Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


Janet Grant
Code Enforcement

ROA 238

ROA 238

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

☐ BUILDING PERMIT
☐ PLUMBING

☐ ELECTRICAL
☐ MECHANICAL

☐ GAS
☒ DEMOLITION

DEMO.

Permit # (10) 1100

Applicant to complete numbered spaces only.

JOB ADDRESS 2304 Emanuel / H. Ave.										
1	LEGAL DESCR.	Map No. 5-17	Parcel No. 212	DATE OF APPLICATION 5-27-10	PLOT PLAN	YES ☐	NO ☒	BUILDING PLANS	YES ☐	NO ☒
2	OWNER	MAIL ADDRESS			STATE		ZIP			
3	CONTRACTOR	MAIL ADDRESS			STATE		ZIP		State License No.	City Business License No.
4	ARCHITECT OR DESIGNER	MAIL ADDRESS			STATE		ZIP		REGISTRATION No.	
5	ENGINEER	MAIL ADDRESS			STATE		ZIP		REGISTRATION No.	
6	USE OF BUILDING	S/F							7 VALUATION OF WORK	1100.00
8	Class of work:	☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☒ REMOVE								
9	Describe work:	Demolish & Remove debris								

TYPE OF CONST.:		SIZE OF BUILDING (TOTAL) SQ. FT.		OCC. TYPE		NO. OF STORIES:		FLOOD ZONE:		NO. DWELLING UNITS:	
USE ZONE:		ZONING SETBACK REQ.		FRONT	LEFT	RIGHT	REAR	HEIGHT		OFF. STREET PARKING SPACES:	
FEE DUE:	PERMIT	PLAN REVIEW	ZONING	FIRE	STOP WORK	CONST. SIGN	SITE PLAN FEE	TOTAL FEES DUE: waived fee			

SPECIAL CONDITIONS/NOTES:

NOTICE

This application shall become the BUILDING PERMIT when approved by the Building Official and the Zoning Administrator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Codes or Zoning Ordinance, nor shall such issuance of the permit prevent the Building Official or Zoning Administrator from hereafter requiring a correction of error in plans, or in construction of or violations of the Building Codes or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after the issuance and work is completed within 18 months after its issuance.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT Curtis L. Godbolt				5-29-2010 (DATE)	
SIGNATURE OF OWNER				5-29-2010 (DATE)	
APPLICATION ACCEPTED BY:		ZONING APPROVED BY:		PLANS CHECKED BY:	
[Signature]		[Signature]		ROA 239	
APPROVED FOR ISSUANCE:				[Signature]	

ELECTRONICALLY FILED - 2010 May 23 2:37 PM - GEORGETOWN - COMMON PLEAS - CASE # 2010-02200483



**City of Georgetown
Public Works Department
843 545-4700**

July 23, 2009

Re: Overgrown lot-excessive overgrowth

**Willie Lancit Hrs.
C/O Monique Smith
7503 Kimberly Blvd. Unit 139
North Lauderdale, FL. 33068**

Dear Monique Smith:

**Please be aware that your property located on Winyah Street
Georgetown, SC TMS# 05-17-149 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter from the lot before cutting or after cutting if
this applies to your property. The lot must be cleaned of all debris and
litter and removed by August 13, 2009**

**Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,

**Janet Grant
Code Enforcement**

ROA 240

ROA 240



City of Georgetown
Building and Planning Department
843-545-4010

May 4, 2007

Willie Lancit Hrs.
C/O Monique Smith
7503 Kimberly Blvd. Unit 139
North Lauderdale, FL. 33068

Dear Willie Lancit Hrs.:

**ARTICLE II PUBLIC HEALTH NUISANCE
SECTION 11-26 PUBLIC NUISANCES**

Your property on Winyah Street identified on Tax Parcels TMS# 5-17-150 is in violation of the City of Georgetown's Overgrown Lot and Health Ordinances.

**SECTION 11-41 NOTIFICATION PROCEDURES FOR VIOLATIONS
SECTION 11-42 FEES, CHARGES, AND FINES CONSTITUTING A LIEN**

This lot must be cleaned and cleared by May 25, 2007. If this is not accomplished, the city will issue a citation and levy a fine or take bids to clean the lot and access the cost of the property. Please remove all litter from the lot before cutting or after cutting if the situation applies to your property. A citation will be \$500.00 per day until the problem is corrected.

If there is any way the city can be of assistance in this matter, please contact the Building and Planning Department at (843) 545-4012 or 545-4010 City Hall.

Respectfully,


Janet Grant
Code Enforcement

ROA 248



City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

April 26, 2010

Re: Overgrown Lot -- the entire lot from rear, sides and front need to be cleaned and the dilapidated structure should be removed.

**Marie E. Soares
28 Oliva Court
East Hartford, CT. 06108**

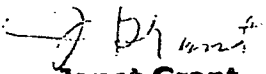
Dear Marie E. Soares:

**Please be aware that your property located on Winyah Street
Georgetown, SC TMS# 05-17-149 is in violation of the City of
Georgetown's Property Conditions Constituting A Nuisance of the City
of Georgetown's Overgrown Lot.**

**Please remove all litter and solid waste material from the lot before
cutting or after cutting if this applies to your property. The lot must be
cleaned of all debris and litter and removed by May 17, 2010.
Please disregard this letter if you have cleaned the lot prior to
receiving this letter.**

**If you should have any questions regarding the above information
please contact me at the Public Works Department at 843 545-4012
City Hall. Thank you in advance for your cooperation.**

Respectfully,


**Janet Grant
Code Enforcement**

ROA 242

ROA 242

SECTION 14-1-208. Additional assessment, municipal court; remittance; disposition; annual audits.

(A) A person who is convicted of, or pleads guilty or nolo contendere to, or forfeits bond for an offense occurring after June 30, 2008, tried in municipal court must pay an amount equal to 107.5 percent of the fine imposed as an assessment. This assessment must be paid to the municipal clerk of court and deposited with the city treasurer for remittance to the State Treasurer. The assessment is based upon that portion of the fine that is not suspended, and assessments must not be waived, reduced, or suspended. The assessment may not be imposed on convictions for violations of Sections 56-3-1970, 56-5-2510, and 56-5-2530, or another state law, municipal ordinance, or county ordinance restricting parking in a prohibited zone or in a parking place clearly designated for handicapped persons.

(B) The city treasurer must remit 11.16 percent of the revenue generated by the assessment imposed in subsection (A) to the municipality to be used for the purposes set forth in subsection (D) and remit the balance of the assessment revenue to the State Treasurer on a monthly basis by the fifteenth day of each month and make reports on a form and in a manner prescribed by the State Treasurer. Assessments paid in installments must be remitted as received.

(C) After deducting amounts provided pursuant to Section 14-1-210, the State Treasurer shall deposit the balance of the assessments received as follows:

(1) 14.04 percent for programs established pursuant to Chapter 21 of Title 24 and the Shock Incarceration Program as provided in Article 13, Chapter 13 of Title 24;

(2) 13.89 percent to the Law Enforcement Training Council for training in the fields of law enforcement and criminal justice;

(3) .36 percent to the Department of Public Safety to defray the cost of erecting and maintaining the South Carolina Law Enforcement Officers Hall of Fame. When funds collected pursuant to this item exceed the necessary costs and expenses of the South Carolina Law Enforcement Officers Hall of Fame operation and maintenance as determined by the Department of Public Safety, the department may retain, carry forward, and expend the surplus for the purpose of defraying the costs of maintaining and operating the Hall of Fame;

(4) 10.38 percent for the State Office of Victim Assistance;

(5) 11.53 percent to the general fund;

(6) 10.56 percent to the Office of Indigent Defense for the defense of indigents;

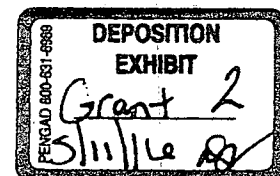
(7) .89 percent to the Department of Mental Health to be used exclusively for the treatment and rehabilitation of drug addicts within the department's addiction center facilities;

(8) .54 percent to the Office of the Attorney General for a fund to provide support for counties involved in complex criminal litigation. For the purposes of this item, "complex criminal litigation" means criminal cases in which the State is seeking the death penalty and has served notice as required by law upon the defendant's counsel and the county involved has expended more than one hundred thousand dollars for a particular case in direct support of operating the court of general sessions and for prosecution-related expenses. The Attorney General shall develop guidelines for determining what expenses are reimbursable from the fund and shall approve all disbursements from the fund. Funds must be paid to a county for all expenditures authorized for reimbursement under this item except for the first one hundred thousand dollars the county expended in satisfying the requirements for reimbursement from the fund; however, money disbursed from this fund must be disbursed on a "first received, first paid" basis. When revenue in the fund reaches five hundred thousand dollars, all revenue in excess of five hundred thousand dollars must be credited to the general fund of the State. Unexpended revenue in the fund at the end of the fiscal year carries over and may be expended in the next fiscal year;

(9)(a) 9.16 percent to the Department of Public Safety for the programs established pursuant to Section 56-5-2953(E); and

(b) 1.31 percent to SLED for the programs established pursuant to Section 56-5-2953(E);

(10) 13.61 percent to the Governor's Task Force on Litter and in the expenditure of these funds, the provisions of Chapter 35 of Title 11 do not apply;



ROA 244



City of Georgetown
120 N. Fraser Street
Georgetown, S.C. 29440
Building & Planning Department
843 545-4010

January 20, 2011

Re: Solid Waste Material – Need to finish clearing the lot from yard debris and complete demolishing structure

Marie E. Soares
28 Oliva Court
East Hartford, CT. 06108

Dear Marie E. Soares:

Our Office notified you on May 21,, 2010 regarding the property on Winyah Street , Georgetown, SC identified on Tax Parcel TMS# 5-17-149. We indicated a date line of June 5, 2010 to have the property cleaned and cleared. Our office understands situations come about that may have delayed the process, therefore we are granting a second and final date of February 20, 2011 to have the property brought to compliance.

City Code allows for court summons and fines to be issued when a property is determined by the Code Enforcement Officer to be in violation of a city code.

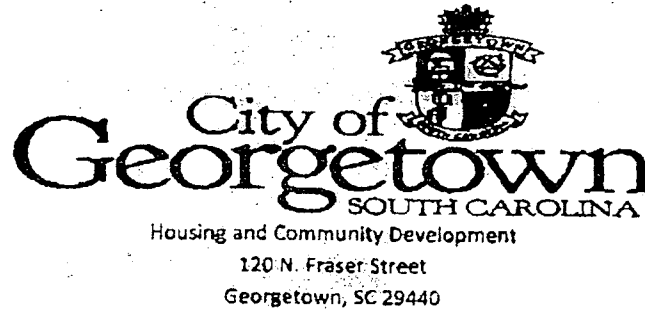
If the property has been brought into compliance prior to receiving this letter, please disregard. Thank you in advance for your cooperation.

Respectfully,


Janet Grant
Code Enforcement

ROA 243

0045

Citation

February 7, 2014

RE: Property on Emanuel Street: TMS# 05-0022-027-00-00 excessive overgrowth and undergrowth needs to be removed from front to rear property lines

Frank Swinnie
705 Brooks Rd
Andrews, SC 29510

Dear Frank Swinnie:

Our office is letting you know that we understand situations have come about that may have delayed the process of you being able to clear off and clean up your property. Please refer to the letter sent to you on **January 16 2014** asking you to have the property ready by **January 31, 2014**. Our office is more than willing to work with you. Therefore, we are granting a second and final date of **February 28, 2014** to have the property brought to compliance.

Vacant lots or Residential lots with no City Services are required to remove your debris to the landfill. If a contractor is used in cleaning your lot the contractor is required to dispose of all debris at the **Georgetown County Landfill**.

If the property has been brought to compliance prior to receiving this letter, please disregard. If you have any questions about city codes and the possibility of court summons and fines that could possibly be issued, or if you should need any further information, please contact Housing and Community Development at **843-545-4012** or **843-545-4010** City Hall. Thank you in advance for your cooperation.

Respectfully,
Janet Grant

Janet Grant
Code Enforcement

City of Georgetown 0045

PG 02

ROA 245



Exhibit 12
Question #36 & 37

City of Georgetown
Public Works Department
P.O. Box 939
Georgetown, SC 29442
843 545-4012 or 843 545-4700

July 28, 2010

Overgrown Lot- grass need cutting from front property line to rear property line and a dilapidated structure need to be removed.

Willie L. Singleton
501 N. Congdon Street
Georgetown, SC 29440

Dear Willie L. Singleton:

Please be aware that your property located on S. Merriman Rd. Georgetown, SC TMS# 5-22-26 is in violation of the City of Georgetown's Property Conditions Constituting A Nuisance of the City of Georgetown's Overgrown Lot.

Please remove all litter and solid waste material from the lot before cutting or after cutting if this applies to your property. The lot must be cleaned of all debris and litter and removed by August 20, 2010. Please disregard this letter if you have cleaned the lot prior to receiving this letter.

If you should have any questions regarding the above information please contact me at the Public Works Department at 843 545-4012 City Hall. Thank you in advance for your cooperation.

Respectfully,

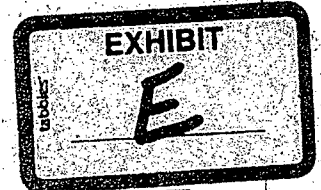

Janet Grant
Code Enforcement



ROA 246

ROA 246

 UNIFORM ORDINANCE SUMMONS City of Georgetown		001255	
Last Name: <u>Singleton</u>		First Name: <u>Willie</u>	Middle Initial: <u>L</u>
Address: <u>501 N. Congdon Street</u>			
City: <u>Georgetown</u>	State/Zip: <u>S.C.</u>	Social Security	
YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT City of Georgetown Municipal Court 2222B Highmarket Street, Georgetown, SC 29440			
ON	Trial Date: <u>10-21-2010</u>	AT	Trial Time: <u>9:30</u> AM
FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:			
Ordinance Section #	<u>Article II Public Nuisance</u> <u>Sec. 11-26</u>	Date Issued: <u>9-17-2010</u>	Bond Amount: <u>1,092.50</u>
Description Of Ordinance: <u>Excessive overgrown lot with dilapidated structure</u>			
Description Of Violation			
Date Of Violation: <u>9-16-2010</u>	Time Of Violation: <u>—</u>	AM PM	Location of Violation: <u>South Meigs Rd</u>
Name Of Issuing Officer: <u>Janet Grant</u>		Title: <u>Code Enforcement</u>	
Failure to appear in court without first posting bond or obtaining a continuance is a misdemeanor punishable by a fine up to \$500.00 plus costs and/or imprisonment for up to 30 days. Post Bond Prior To Trial Date The issuing officer cannot accept the bond. Bond must be posted by cash or money order (not personal check) delivered or mailed (do not mail cash) to the above address of the court, or to: Requested Disposition. Indicate the disposition you desire and return this summons or a copy with the bond payment: ☐ Forfeit Bond—No Court Appearance ☐ Bond Posted—Trial by the Municipal Judge ☐ Bond Posted—Trial by Jury			
Signature of Defendant		Date	
Maximum penalty which may be imposed by court for this offense is \$500.00 plus costs and/or imprisonment for 30 days. DEFENDANT COPY			





City of Georgetown
120 N. Fraser Street
Georgetown, S.C. 29440
Public Works Department
843 545-4700

September 16, 2010

Re: Overgrown Lot: excessive overgrowth on property (rear, side and front areas.) and a dilapidated structure

Willie L. Singleton
501 N. Congdon Street
Georgetown, SC 29440

Dear Willie L. Singleton:

Our Office notified you on August 27, 2010 regarding the property on S. Merriman Rd. Georgetown, SC identified on Tax Parcel TMS# 5-22-26. We indicated a date line of August 20, 2010, to have the property cleaned and cleared. Our office understands situations come about that may have delayed the process, therefore we are granting a second and final date of October 16, 2010 to have the property brought to compliance.

City Code allows for court summons and fines to be issued when a property is determined by the Code Enforcement Officer to be in violation of a city code.

If the property has been brought into compliance prior to receiving this letter, please disregard. Thank you in advance for your cooperation.

Respectfully,


Janel Grant
Code Enforcement



City of Georgetown 0013

ROA 247

0013



City of Georgetown
120 N. Fraser Street
Georgetown, S.C. 29440
Public Works Department
843 545-4700

September 16, 2010

Re: Overgrown Lot: excessive overgrowth on property (rear, side and front areas.) and a dilapidated structure

**Willie L. Singleton
501 N. Congdon Street
Georgetown, SC 29440**

Dear Willie L. Singleton:

Our Office notified you on August 27, 2010 regarding the property on S. Merriman Rd. Georgetown, SC identified on Tax Parcel TMS# 5-22-26. We indicated a date line of August 20, 2010, to have the property cleaned and cleared. Our office understands situations come about that may have delayed the process, therefore we are granting a second and final date of October 16, 2010 to have the property brought to compliance.

City Code allows for court summons and fines to be issued when a property is determined by the Code Enforcement Officer to be in violation of a city code.

If the property has been brought into compliance prior to receiving this letter, please disregard. Thank you in advance for your cooperation.

Respectfully,


Janet Grant
Code Enforcement



City of Georgetown 0013

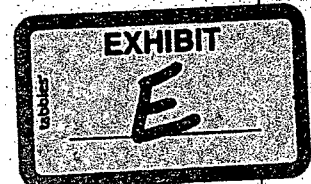
84A AOA

ROA 247

0016

ELECTRONICALLY FILED - 2017 May 16 9:36 AM - GEORGETOWN - COMMON PLEAS - CASE#2015CP2200483

 UNIFORM ORDINANCE SUMMONS City of Georgetown		001295	
Last Name <u>Singleton</u>		First Name <u>Willie</u> Middle Initial <u>L</u>	
Address <u>501 N. Congdon Street</u>			
City <u>Georgetown</u>		State/Zip <u>S.C.</u>	Social Security
YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT City of Georgetown Municipal Court 2222B Highmarket Street, Georgetown, SC 29440			
ON	Trial Date <u>10-21-2010</u>	AT	Trial Time <u>9:30</u> (AM) (PM)
FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:			
Ordinance Section #	<u>Article II Public Nuisance</u> <u>Sec. 11-26</u>	Date Issued <u>9-17-2010</u>	Bond Amount <u>1,092⁵⁰</u>
Description Of Ordinance <u>Excessive overgrown lot with dilapidated structure</u>			
Description Of Violation			
Date Of Violation <u>9-16-2010</u>	Time Of Violation <u>—</u>	AM PM	Location of Violation <u>South Meridian Rd</u>
Name Of Issuing Officer <u>Tanet Grant</u>		Title <u>Code Enforcement</u>	
Failure to appear in court without first posting bond or obtaining a continuance is a misdemeanor punishable by a fine up to \$ 500.00 plus costs and/or imprisonment for up to 30 days.			
<u>Post Bond Prior To Trial Date</u>			
The issuing officer cannot accept the bond. Bond must be posted by cash or money order (not personal check) delivered or mailed (do not mail cash) to the above address of the court, or to:			
<u>Requested Disposition.</u> Indicate the disposition you desire and return this summons or a copy with the bond payment:			
☐ Forfeit Bond—No Court Appearance ☐ Bond Posted—Trial by the Municipal Judge ☐ Bond Posted—Trial by Jury			
Signature of Defendant		Date	
Maximum penalty which may be imposed by court for this offense is \$ 500.00 plus costs and/or imprisonment for 30 days.			
DEFENDANT COPY			



City of Georgetown 0016

ROA 248