

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Roger M. Young, Sr., Circuit Court Judge

---

Trial Court Case Nos.  
2011CP-10-7065 and 2015-CP-10-3550

Appellate Case No. 2017-000866

---

Richard Ralph and Eugenia Ralph,

Appellants,

v.

Paul Dennis McLaughlin  
and Susan Rode McLaughlin,

Respondents.

---

**RECORD ON APPEAL  
VOLUME II**

---

Ainsley Fisher Tillman  
29 Brisbane Drive  
Charleston, SC 29407  
(843) 277-4497

*and*

G. Dana Sinkler  
2180 Rosebank Plantation Rd.  
Wadmalaw Island, SC 29487  
(843) 224-1758

*Attorneys for Appellants*

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Suite 200  
Mount Pleasant, SC 29464  
(843) 284-1408

*Attorneys for the Respondents*

**RECEIVED**  
MAY 04 2018  
SC Court of Appeals

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STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

WHEREAS, at a meeting of the Board of Directors of Seabrook Ventures, Ltd., held on March 19, 1997, 1997, it was resolved to convey the property hereinafter described unto the Grantee for the consideration hereinafter expressed, and the undersigned officer was authorized on behalf of the Corporation to execute and deliver this Deed of Conveyance; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that SEABROOK VENTURES, LTD., (hereinafter referred to as "GRANTOR") in the State aforesaid, for/and in consideration of the sum of TWO HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS (\$284,000.00), to it in hand paid at and before the sealing of these presents by RICHARD RALPH AND EUGENIA RALPH, (hereinafter referred to as "GRANTEES") in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said GRANTEE, the following described real property, to-wit:

THE PROPERTY HEREBY CONVEYED IS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY EXPRESS REFERENCE.

THE PROPERTY HEREBY CONVEYED BEING a portion of the property conveyed to the Grantor herein by deed of Starwood Capital Partners, L. P., dated August 12, 1993, and recorded in Book K-231, Page 394, Charleston County RMC Office.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said GRANTEE, their Successors and Assigns, forever.

TMS NO. 147-03-00-113

GRANTEE'S ADDRESS:

Post Office Box 1472

Blue Bell, PA 19422

AND it does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEE, their heirs and assigns, against it and its Successors, and all persons whomsoever lawfully claiming, or to claim, the same or any part hereof.



Seabrook/Ralph - 97-0396

BK K 282PG847

WITNESS its Hand and Seal this 19<sup>th</sup> day of MARCH, in the year of our Lord, one thousand nine hundred and ninety-seven, and in the two hundred and twenty-first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SEABROOK VENTURES, LTD.:

J. R. Orr

By: Ralph H. Falls, III (SEAL)  
RALPH H. FALLS, III

Susan King Rond

ITS: SECRETARY

STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 1997, by Seabrook Ventures, Ltd., by Ralph H. Falls, III, its Secretary.

Susan King Rond (SEAL)  
NOTARY PUBLIC FOR NORTH CAROLINA

MY COMMISSION EXPIRES: 9/13/98

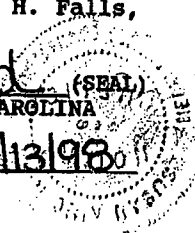


EXHIBIT "A"

ALL that certain lot, piece or parcel of land, situate, lying and being on Seabrook Island, Charleston County, State of South Carolina, and known and designated as LOT 23, BLOCK 32, on a plat by E.M. Seabrook, Jr., CE & LS, recorded in Plat Book BN, Page 49, in the Charleston County RMC Office.

Said lot having the size, shape, dimensions, buttings and boundings more or less as are shown on said plat, which is specifically incorporated herein by reference.

THIS CONVEYANCE IS SUBJECT TO the Covenants, Conditions, Restrictions, Limitations, Affirmative Obligations and Easements of record and more particularly set forth in instruments duly recorded in the RMC Office for Charleston County, as follows: Book N-100, at Page 296; as amended by instrument recorded in Book Y-110, at Page 143; and Second Modification thereto dated March 26, 1985 and recorded in Book J-144, at Page 67; Third Modifications of Protective Covenants dated April 24, 1987 and recorded in Book J-164, at Page 487; Also, Second restated and amended By Laws dated October 18, 1984 and recorded in Book B-141, at Page 267; as amended by instrument dated March 26, 1985 and recorded Book J-144, at Page 59; Third Restated and Amended By-Laws of the Seabrook Island Property Owners Association, dated August 1, 1989, and recorded in the RMC Office for Charleston County in Book L-186, Page 718; and Amendment filed in Book K-215, Page 001; Restatement and Fourth Modification of Protective Covenants for Seabrook Island Development, dated August 1, 1989, and recorded in the Charleston County RMC Office in Book L-186, Page 697; Restatement and Fifth Modification recorded in Book K-215, Page 23.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

AFFIDAVIT

**PERSONALLY** appeared before me the undersigned who, being duly sworn, deposes and says that the property located at 3055 Baywood Drive, Seabrook Island, South Carolina 29455 bearing Charleston County Tax Map Number 147-03-00-113 was transferred by Seabrook Ventures, Ltd., to Richard W. Ralph on April 4, 1997.\*and Eugenia Ralph  
\*

The transaction was:

xx

\_\_\_ An arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$284,000.00.

\_\_\_ Not an arm's length real property transaction and the fair market value of the property is n/a.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S. C. Code Ann. Section 12-24-10, et. seq., because the deed is: n/a

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the closing attorney.

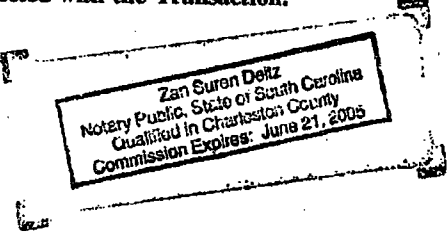
I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than one year, or both.

*[Handwritten Signature]*  
Purchaser, Legal Representative of the  
Purchaser or other Responsible Person  
Connected with the Transaction.

SWORN to before me this 4th day of  
April 1997.

*[Handwritten Signature]*

Notary Public for South Carolina  
My Commission expires:



\*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g., stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.  
(Seabrook/Ralph - 97-0396)

DK K 282PG850

DROSE, DAVIDSON & BENNETT  
125 WAPPOO CREEK DRIVE

*Chap  
C13*

FILED

K282-846  
97 APR 10 PM 3:27  
CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

Recording Fee	<u>10.00</u>
State Fee	<u>732.40</u>
County Fee	<u>317.40</u>
Postage	<u>          </u>
TOTAL	<u>1060.80</u>

TAS VERIFIED	
BAC	<u>MDM</u>
DTD	<u>4/14/97</u>

NO. 1656057

11 10 1987  
C. M. COOPER

Robert King  
Surveyor

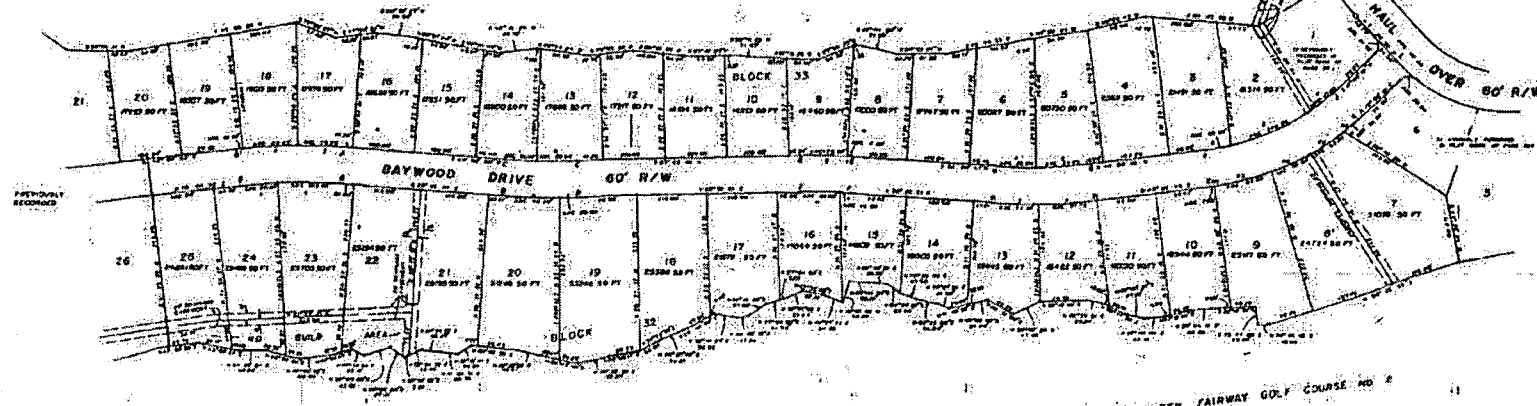


CURVE	Δ	CHORD	CHORD BEARING	CHORD DISTANCE
A-A	100°00'	100.00	S 70°23' E	100.00
B-B	100°00'	100.00	S 70°23' E	100.00
C-C	100°00'	100.00	S 70°23' E	100.00
D-D	100°00'	100.00	S 70°23' E	100.00
E-E	100°00'	100.00	S 70°23' E	100.00
F-F	100°00'	100.00	S 70°23' E	100.00
G-G	100°00'	100.00	S 70°23' E	100.00
H-H	100°00'	100.00	S 70°23' E	100.00
I-I	100°00'	100.00	S 70°23' E	100.00
J-J	100°00'	100.00	S 70°23' E	100.00
K-K	100°00'	100.00	S 70°23' E	100.00
L-L	100°00'	100.00	S 70°23' E	100.00

SEVENTH FAIRWAY GOLF COURSE NO. 2

SIXTH FAIRWAY GOLF COURSE NO. 2

THE HALL OVER 60' R/W



ROA 380

ELEVENTH FAIRWAY GOLF COURSE NO. 2

TWELFTH FAIRWAY GOLF COURSE NO. 2

NOTE:

1. ALL PROPERTY, EASEMENTS SHOWN WITH DIMENSIONS UNLESS SHOWN OTHERWISE.
2. ALL CORNER RADIUS ARE 50' UNLESS NOTED OTHERWISE.
3. TOTAL ACRES: .33 EOE ACRES.
4. OWNER OF THIS PROPERTY IS SEABROOK, INC. AND COMPANY.
5. ALL LOTS SHOWN ON THIS PLAT ARE ABOVE ELEVATION 10 SEA.

APPROVED FINAL PLAT  
 E. M. SEABROOK, JR., INC.  
 CIVIL ENGINEER, LICENSE NO. 11502  
 \$900.00

LOT	CHORD	CHORD BEARING	CHORD DISTANCE
1	100.00	S 70°23' E	100.00
2	100.00	S 70°23' E	100.00
3	100.00	S 70°23' E	100.00
4	100.00	S 70°23' E	100.00
5	100.00	S 70°23' E	100.00
6	100.00	S 70°23' E	100.00
7	100.00	S 70°23' E	100.00
8	100.00	S 70°23' E	100.00
9	100.00	S 70°23' E	100.00
10	100.00	S 70°23' E	100.00
11	100.00	S 70°23' E	100.00
12	100.00	S 70°23' E	100.00
13	100.00	S 70°23' E	100.00
14	100.00	S 70°23' E	100.00
15	100.00	S 70°23' E	100.00
16	100.00	S 70°23' E	100.00
17	100.00	S 70°23' E	100.00
18	100.00	S 70°23' E	100.00
19	100.00	S 70°23' E	100.00
20	100.00	S 70°23' E	100.00
21	100.00	S 70°23' E	100.00
22	100.00	S 70°23' E	100.00
23	100.00	S 70°23' E	100.00
24	100.00	S 70°23' E	100.00
25	100.00	S 70°23' E	100.00

# SEABROOK ISLAND

CHARLESTON COUNTY, SOUTH CAROLINA

PLAT OF LOTS 7-25 BLOCK 32  
 AND LOTS 2-20 BLOCK 33

SCALE: 1" = 100'  
 APRIL 25, 1987  
 REVISED MAY 6, 1987

E. M. SEABROOK, JR., INC.  
 CIVIL ENGINEER, LICENSE NO. 11502



NOTE:  
 ALL STREETS AND EASEMENTS SHOWN ON THIS PLAT  
 ARE PRIVATE AND ARE TO BE MAINTAINED BY  
 SEABROOK ISLAND COMPANY, ITS SUCCESSORS OR  
 ASSIGNS

PLAINTIFF'S  
 EXHIBIT  
 28-16-87

E. M. SEABROOK, JR., INC.  
 ENGINEERS, ARCHITECTS, PLANNERS

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

**TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that WE, CARROLL M. GANTZ AND LORRAINE D. GANTZ, Trustees of Carroll M. Gantz Revocable Trust a Memorandum of which trust dated August 2, 2000, is recorded in the RMC Office for Charleston County, SC in Book R-352, at Page 245, and AND LORRAINE D. GANTZ AND CARROLL M. GANTZ, Trustees of Lorraine D. Gantz Revocable Trust a Memorandum of which trust dated August 2, 2000, is recorded in the RMC Office for Charleston County, SC in Book R-352, at Page 249, (the "Grantors"), for and in consideration of the sum of ONE HUNDRED SEVENTY THOUSAND AND 00/100 (\$170,000.00) DOLLARS, to TAX FREE EXCHANGE SERVICES, INC., in hand paid, before the sealing of these presents by PAUL DENNIS MCLAUGHLIN AND SUSAN RODE MCLAUGHLIN, in the State aforesaid, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said PAUL DENNIS MCLAUGHLIN AND SUSAN RODE MCLAUGHLIN, (the "Grantees"), as Joint Tenants with right of survivorship, and not as tenants in common, their heirs and assigns, the following described property, to wit:

See Attached Exhibit "A" for Legal Description

Grantee's Mailing Address:  
110 Sugar Maple Court  
Winston-Salem, NC 27106

TOGETHER with, all and singular, the rights, members, hereditaments, and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, All and singular, the said Premises before mentioned unto the said Grantees, as Joint Tenants with right of survivorship, and not as tenants in common, their heirs and assigns,, forever.

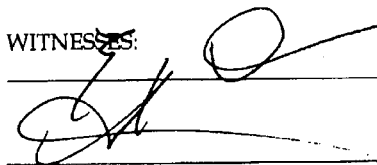


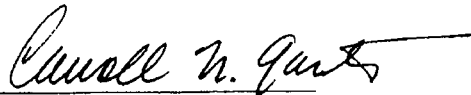
AND subject to any and all Restrictive Covenants, Easements, Rights-of-Way and Conditions, the said Grantors do hereby bind themselves and their heirs and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, their heirs and assigns, against themselves and their heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.


The singular number as used herein shall include the plural. Wherever there is reference in the covenants and agreements herein contained to any of the parties hereto, the same shall be construed to mean the parties hereto, as well as the heirs, representatives successors, and assigns of the same.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed in their names this 10<sup>th</sup> day of October, 2002.


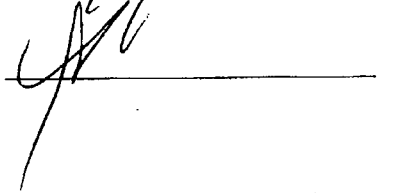
WITNESSES:

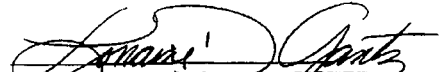


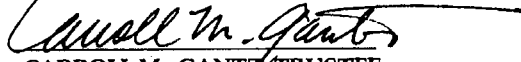
  
CARROLL M. GANTZ, TRUSTEE  
OF CARROLL M. GANTZ REVOCABLE  
TRUST, A MEMORANDUM OF TRUST  
DATED AUGUST 2, 2000, IS RECORDED  
IN THE RMC OFFICE FOR  
CHARLESTON COUNTY, SC IN  
BOOK R-352, AT PAGE 245.

  
LORRAINE D. GANTZ, TRUSTEE  
OF CARROLL M. GANTZ REVOCABLE  
TRUST, A MEMORANDUM OF TRUST  
DATED AUGUST 2, 2000, IS RECORDED  
IN THE RMC OFFICE FOR  
CHARLESTON COUNTY, SC IN  
BOOK R-352, AT PAGE 245.

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
LORRAINE D. GANTZ, TRUSTEE  
OF LORRAINE D. GANTZ REVOCABLE  
TRUST, A MEMORANDUM OF TRUST  
DATED AUGUST 2, 2000, IS RECORDED  
IN THE RMC OFFICE FOR  
CHARLESTON COUNTY, SC IN  
BOOK R-352, AT PAGE 249.

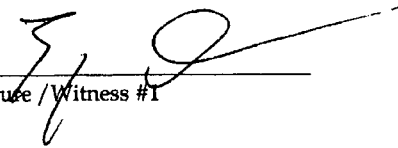
  
CARROLL M. GANTZ, TRUSTEE  
OF LORRAINE D. GANTZ REVOCABLE  
TRUST, A MEMORANDUM OF TRUST  
DATED AUGUST 2, 2000, IS RECORDED  
IN THE RMC OFFICE FOR  
CHARLESTON COUNTY, SC IN  
BOOK R-352, AT PAGE 249.

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

**PROBATE**

PERSONALLY appeared before me the undersigned Witness and made oath that (s)he saw the within named Grantors sign, seal and as their act and deed, deliver the within written instrument, and that (s)he along with the other subscribing witness herein, witnessed the execution hereof.

  
\_\_\_\_\_  
signature / Witness #1

SWORN to before me this  
10<sup>th</sup> day of October, 2002.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

7111 SUGAR HILL  
NOTARY PUBLIC, STATE OF SOUTH CAROLINA  
QUALIFIED IN CHARLESTON COUNTY  
COMMISSION EXPIRES JUNE 21, 2005

**"EXHIBIT A"**  
**LEGAL DESCRIPTION**

**ALL that certain piece, parcel or lot of land, situate, lying and being on Seabrook Island, County of Charleston, State of South Carolina, as shown and designated as LOT 22, BLOCK 32, on a Plat entitled, "Plat Showing the Abandonment of an Existing Twenty (20') Foot Easement on Lot 22, Block 32, Town of Seabrook Island, County of Charleston, SC" prepared by Forsberg Engineering and Surveying, Inc. dated January 17, 2001, recorded September 11, 2002, in Plat Book EF, at Page 883; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully and at large appear.**

**TMS # 147-03-00-114**

**This conveyance is subject to any and all Restrictions, Covenants, Easements, Rights-of-Way, Matters and Conditions of record affecting said property, including without limitation, the following matters set forth on the Plat referred to above, as the same may affect the within property; rules and regulations of applicable governmental authorities; real property taxes for the year of delivery hereof.**

**SUBJECT to a ten (10') foot easement for drainage as shown on a Plat made by Forsberg Engineering and Surveying, Inc. dated January 17, 2001, recorded September 11, 2002, in Plat Book EF, at Page 883.**

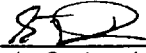
**This being the same property conveyed to Carroll M. Gantz and Lorraine D. Gantz, Trustees, Carroll M. Gantz Revocable Trust a Memorandum of which Trust dated August 2, 2000, is recorded in the RMC Office for Charleston County, SC in Book R-352, at Page 245 by Deed of Carroll M. Gantz dated August 2, 2000, recorded in the RMC Office for Charleston County, SC in Book M-354, at Page 557, and by Deed of Lorraine Gantz to Carroll M. Gantz and Lorraine D. Gantz, Trustees Lorraine D. Revocable Trust a Memorandum of Trust dated August 2, 2000, is recorded in the RMC Office for Charleston County, SC in Book R-352, at Page 249 by Deed of Lorraine Gantz dated August 2, 2000, recorded in the RMC Office for Charleston County, SC in Book M-354, at Page 567.**

STATE OF SOUTH CAROLINA )  
 ) Date of Transfer of Title  
 ) (Closing Date) October 1, 2002  
COUNTY OF CHARLESTON )

AFFIDAVIT

BK L 421PG824

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Carroll M. Gantz and Lorraine D. Gantz, Trustees of Carroll M. Gantz Revocable Trust, a Memorandum of which trust is dated August 2, 2000, and BY Lorraine D. Gantz and Carroll M. Gantz, Trustees of Lorraine D. Gantz Revocable Trust, a Memorandum of which is dated August 2, 2000, TO Paul Dennis McLaughlin and Susan Rode McLaughlin ON October 1, 2002.
3. Check one of the following: The deed is:  
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.  
(c) \_\_\_\_\_ EXEMPT from the deed recording fee because (Exemption # \_\_\_\_\_) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.  
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$170,000.00.  
(b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is n/a  
(c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES \_\_\_\_\_ or NO x to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:  
(a) \$170,000.00 the amount listed in item 4 above  
(b) 00.00 the amount listed on item #6 above (no amount, please zero)  
(c) \$170,000.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. Check if Property other than Real Property is being transferred on this Deed.  
(A) \_\_\_\_\_ Mobile Home  
(B) \_\_\_\_\_ Other (Furniture, Furnishings and Fixtures)
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of \_\_\_\_\_ deceased Case Number \_\_\_\_\_, personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s) he has prepared the Deed of Distribution for the Personal Representative in the Estate of \_\_\_\_\_, deceased, and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

  
\_\_\_\_\_  
Grantor, Grantee or Legal Representative  
Connected with this Transaction  
Eric J. Davidson  
(Printed Name)

SWORN to before me this 1<sup>st</sup> day of  
October 2002

Notary Public for State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

ZAN SUREN DEITZ  
NOTARY PUBLIC, STATE OF SOUTH CAROLINA  
QUALIFIED IN CHARLESTON COUNTY  
COMMISSION EXPIRES JUNE 21, 2005

**RECORDER'S PAGE**

This page must remain with  
the Original Document



DAVIDSON  
BENNETT &  
WIGGER

*Handwritten initials/signature*

BK L 421PG825

Recording  
Fee 11.00

State  
Fee 442.00

County  
Fee 187.00

Postage \_\_\_\_\_

Total 640.00

C

FILED

L421-820  
2002 OCT -9 PM 3:27

CHARLES BRAND  
REGISTER  
CHARLESTON COUNTY SC

**PID VERIFIED  
BY ASSESSOR**  
REP LMG  
DATE 10/17/02

RECEIVED FROM RMC

OCT 17 2002

PEGGY A. MOSELEY  
CHARLESTON COUNTY AUDITOR

(843) 958-4800 2 COURTHOUSE SQUARE CHARLESTON, SOUTH CAROLINA 29402-0726

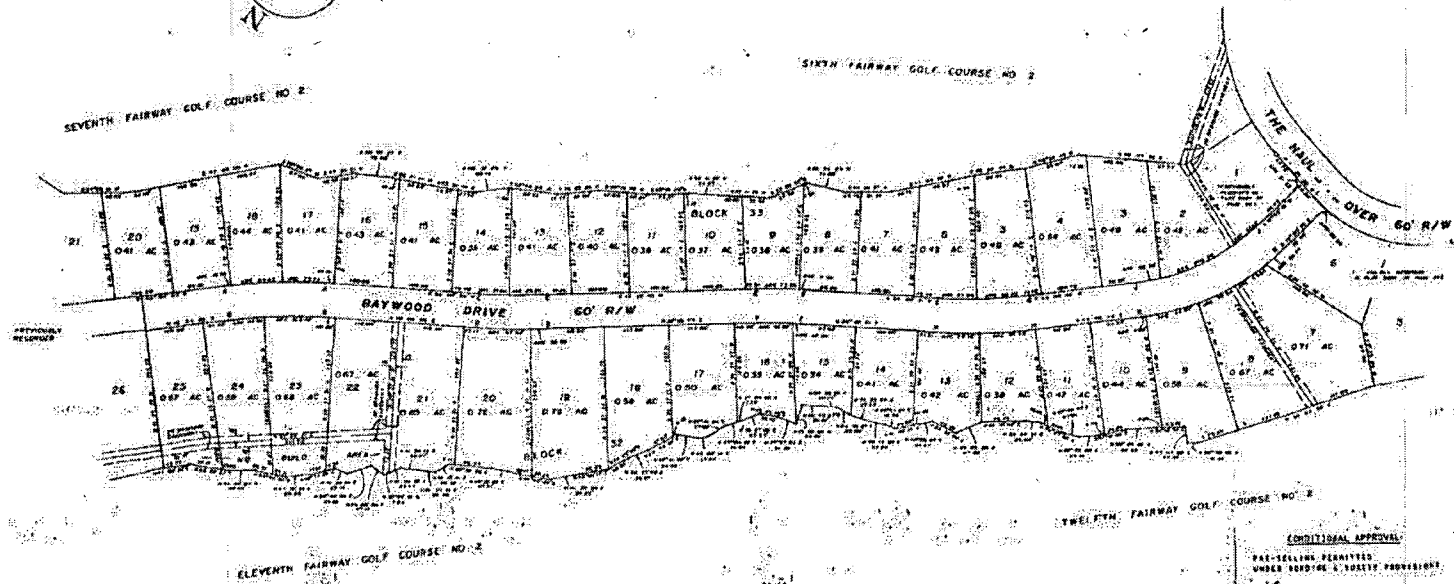
BN K 14376886

Seabrook Island Company  
Office of Record Maps  
No. 14376886  
This plat is subject to the provisions of the Act of the General Assembly of South Carolina, approved March 22, 1909, and to the provisions of the Act of the General Assembly of South Carolina, approved March 22, 1909, and to the provisions of the Act of the General Assembly of South Carolina, approved March 22, 1909.

*Seabrook*  
Register of Deeds



CURVE DATA			
Curve	P	R	Δ
C-A	100.00	100.00	180.00
B-B	100.00	100.00	180.00
C-C	100.00	100.00	180.00
D-D	100.00	100.00	180.00
E-E	100.00	100.00	180.00
F-F	100.00	100.00	180.00
G-G	100.00	100.00	180.00
H-H	100.00	100.00	180.00
I-I	100.00	100.00	180.00
J-J	100.00	100.00	180.00
K-K	100.00	100.00	180.00
L-L	100.00	100.00	180.00



- NOTES:
1. ALL PROPERTY LINES MARKED WITH IRON PIPES UNLESS SHOWN OTHERWISE.
  2. ALL CORNERS MARKED WITH IRON OR COPPER NAILS OR OTHERWISE.
  3. TOTAL ACRES - 33 NET ACRES.
  4. CORNERS OF THIS PROPERTY TO SEABROOK ISLAND COMPANY.
  5. ALL LOTS SHOWN ON THIS PLAT ARE ABOUT ELEVATION 12.00.

I, E. M. SEABROOK, JR., a Professional Surveyor of the State of South Carolina, hereby certify that I have surveyed the property shown herein, and that this plat shows the true boundaries of the property, and that the same are marked with iron pipes and iron nails, as shown.

E. M. Seabrook, Jr.  
Professional Surveyor  
P. O. Box 100, 1904



# SEABROOK ISLAND

CHARLESTON COUNTY, SOUTH CAROLINA

PLAT OF LOTS 7-25 BLOCK 32  
AND LOTS 2-20 BLOCK 33

SCALE: 1" = 100'      SEPTEMBER 6, 1904

E. M. SEABROOK, JR., INC.  
ENGINEERS - SURVEYORS - PLANNERS

CONDITIONAL APPROVAL

PART-SALE PERMITTED  
UNDER RESOLVED & SURETY PROVISIONS

*John P. Gable*  
DIRECTOR OF PLANNING  
CHARLESTON COUNTY PLANNING BOARD  
9000-N  
SEPTEMBER 9, 1904

SPECIAL NOTES:

1. THIS PLAT IS SUBMITTED FOR THE SELLING UNDER PROVISIONS OF LETTER OF CREDIT PROVISION.
2. APPROVAL OF THIS PLAT DOES NOT RESTRICT OR LIMIT THE SELLING COMPANY'S OBLIGATION OF APPROVAL SHALL BE FOR TWO YEARS.
3. THE APPROVAL OF THIS PLAT IN NO WAY LIMITS THE RIGHTS OF CHARLESTON TO ACCEPT FOR CONVEYANCE HEREUNDER ANY OF THE LOTS OR EASEMENTS SHOWN HEREIN.

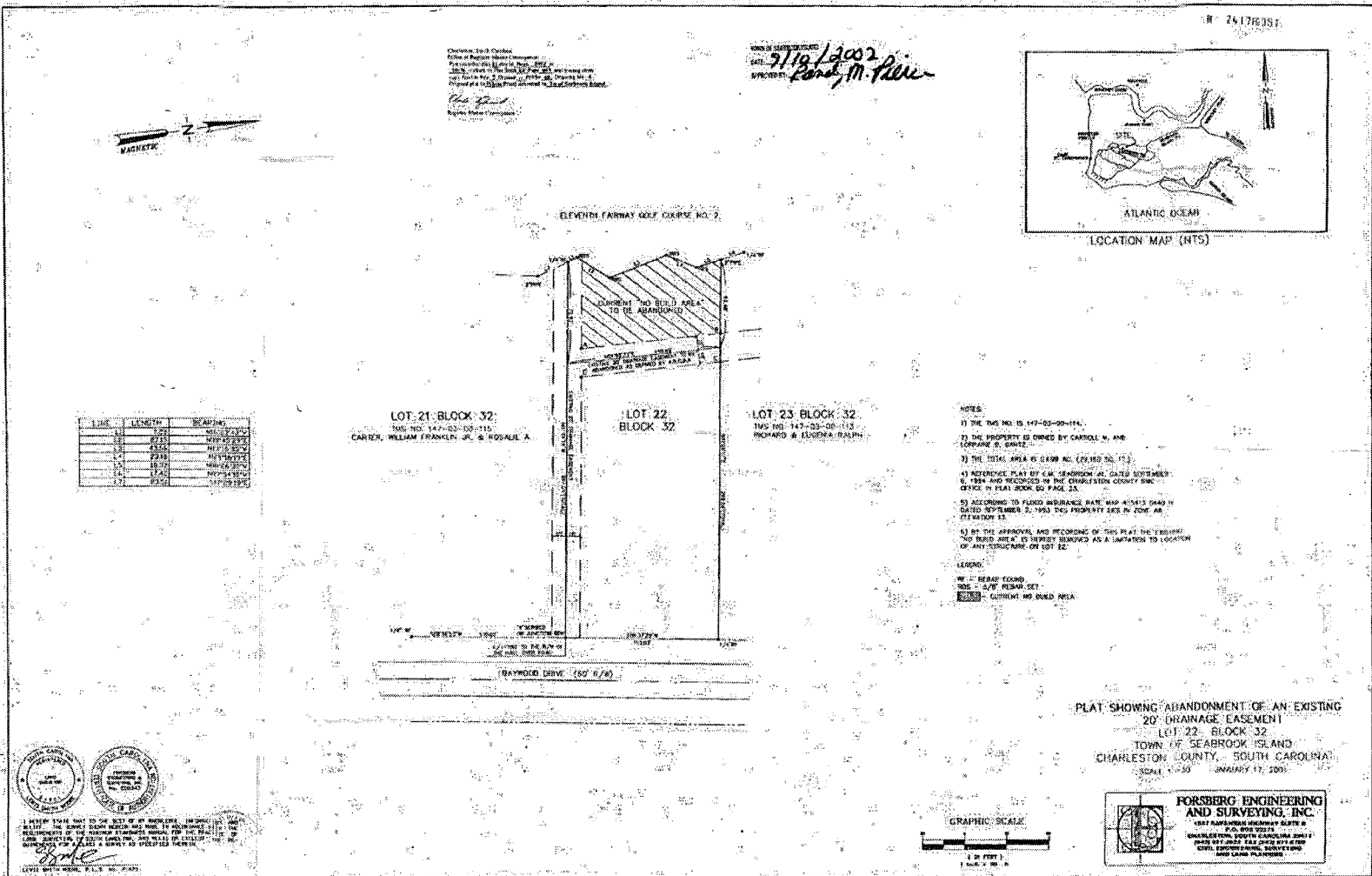
NOTE

ALL STREETS AND EASEMENTS SHOWN ON THIS PLAT ARE PRIVATE AND ARE TO BE MAINTAINED BY SEABROOK ISLAND COMPANY, ITS SUCCESSORS OR ASSIGNS.

PLAINTIFF'S EXHIBIT 1

ROA 387

ROA 388



Charlene, Jodi Carter  
Office of Public Works  
Permitting and Land Use  
300 S. Market Street, 3rd Floor  
Charleston, SC 29403  
Phone: 791-2200  
Fax: 791-2201  
www.charleston.gov

7/19/2002  
APPROVED: *Robert M. Allen*



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ABOVE DRAWING ACCURATELY REPRESENTS THE FACTS AND CONDITIONS OF THE PROPERTY DESCRIBED HEREIN. I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF SOUTH CAROLINA AND I AM NOT PROVIDING THIS SERVICE AS A PARTY TO ANY OTHER TRANSACTION.  
*Charlene Carter*  
LICENSED PROFESSIONAL SURVEYOR, P.L.S. NO. 1196

PLAINTIFF'S EXHIBIT  
2

I want to be 100% clear, we are prepared to discuss and negotiate a solution to the matter; however, since none of us are civil engineers (to the best of my knowledge) sitting around and merely talking about the issue - when we all know the problems...some have an abandoned pipe...other do not...maybe it should not have been abandoned.....gets us nowhere.

Let me be also clear, we have no interest or desire in dealing with our pipe that will result in any drainage problems for our neighbors and for us. I have this simplistic notion that if we solved the engineering and physics problems of putting men in space, there is a reasonable solution to this matter. But we need a proposal or plan. If there is no proposal or plan our time is being wasted. However, Ron was very clear - without going into any details with me - there is a plan and solution that should address everyone's concerns. I did not press him for details, but trust that there is a plan and assured him we are open to a mutually agreeable solution and will work towards that end.

As I said in my previous email, there are two stories coming out of the POA. There is Ron's statement to me. Then, there is your email. They are not the same. If there is a proposal - it may not have all the "is" crossed or "is" dotted, it should be shared with us beforehand so we can have study it and be prepared to discuss it.

While each of us has our own interests, I think we share a common goal - to agree on something that does no harm to our properties.

Paul

*From John Thompson*

Paul D. McLaughlin

President

Moravian Ministries Foundation in America

888.722.7923

*23 Sept '08*

From: John Thompson [mailto:jthompson@slpoa.org]

Sent: Tuesday, September 23, 2008 10:24 PM

To: 'Paul McLaughlin'; valencoacv@aol.com; vanheerden.jon@mayo.edu; billb@promarktech.com; jboyette@carolinarr.com; llight1@comcast.net; billcrater@bellsouth.net

Cc: Sreed729@aol.com; rswall@bellsouth.net; ronaldclando@bellsouth.net

Subject: RE: Old Easement on your Baywood Lot - IMPORTANT

Paul, and All,

We do not have a plan that we believe will satisfy all property owners, as some would like to leave everything as it is and others would like to have things changed... hence the need for the Monday PowWow to share mutual concerns, and if we are fortunate, collectively, perhaps reach some agreement.

Things we know at this point:

1. Keeping the current drain pipe in place does apparently help drain all of the lots. If the pipe remains, the easement would need to be reinstated in order for the SIPOA to take responsibility for maintaining it, otherwise, the property owners may be responsible for any maintenance.



2. Allowing removal of the drain pipe across Lot 22 could possibly affect the drainage on the other lots in the area. Removing any portion of the pipe would give rise to the need for some complimentary improvements in order to assure drainage on neighboring lots. Easements would be necessary.

We will sort through these issues and any others brought forward on Monday.

Thank you all,

John Thompson

PS. I will be out of the office on Wednesday.... back on Thursday.

**SEABROOK ISLAND**  
Property Owners Association

John G. Thompson, PCAM

Executive Director

[jthompson@sipoa.org](mailto:jthompson@sipoa.org)

[www.sipoa.org](http://www.sipoa.org)

Natural Oceanfront Living near Historic Charleston, SC

---

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Plaintiffs' Docs. 010

24 Sept. 08  
from Scott Wallinger

Paul D. McLaughlin

President

Moravian Ministries Foundation in America

888.722.7923

From: Scott Wallinger [mailto:rswall@bellsouth.net]  
Sent: Wednesday, September 24, 2008 9:32 AM  
To: valencoacv@aol.com; jthompson@alpoa.org; paul@mmfa.info; vanheerden.jon@mayo.edu; billo@promarktech.com; jboyette@carolinarr.com; llght1@comcast.net; billorater@bellsouth.net  
Cc: Sireed729@aol.com; ronaldclancio@bellsouth.net  
Subject: RE: Old Easement on your Baywood Lot - IMPORTANT

Upon returning from 10 days in Europe, I've reviewed the e-mails on this subject. I'm the current chairman of the General Operating and Maintenance Committee and succeeded John Genovese in that role in April a year ago.

We understand this is an important matter for all of you, and it is for the SIPOA. In the last few months we've done a lot of research on the matter starting with the original engineering and we recently completed a thorough engineering analysis of the drainage pipe in question as well as the broader system it is part of.

There is merit in retaining the existing pipe in service rather than removing it as approved a few years ago. First, the pipe does provide a degree of subsurface drainage that is useful to all of your lots and it is in better condition than anyone thought it would be. Second, it provides - together with the pipe that was added later - capacity to handle a 25-year rain event rather than just a 10-year event that the majority of the drainage system on the Island was designed to handle.

We think we have found a solution that will respond to your respective interests and needs. By rerouting a portion of the pipe around one lot we think this will address the concerns each of you have expressed to the POA. That's why John Thompson has called the meeting so that he and the consulting engineer, Bob George, can explain the results of the engineering work and the recommended solution and answer all of your questions. I ask that you not form preliminary judgments until you've seen and heard the results of the study and have discussed and understand them fully.

Scott Wallinger

From: "Paul McLaughlin" <paul@mmfa.info>  
Date: Wed Sep 24, 2008 09:33:42 AM US/Eastern  
To: "John Thompson" <jthompson@alpoa.org>, <valencoacv@aol.com>, <vanheerden.jon@mayo.edu>, <billo@promarktech.com>, <jboyette@carolinarr.com>, <llght1@comcast.net>, <billorater@bellsouth.net>  
Cc: <Sireed729@aol.com>, <rswall@bellsouth.net>, <ronaldclancio@bellsouth.net>  
Subject: RE: Old Easement on your Baywood Lot - IMPORTANT

John,

PLAINTIFF'S  
EXHIBIT  
7  
acc 1/24/17

30 Oct. 2008

EASEMENT  
RENOVAL.

From: "Paul McLaughlin" <paul@mmfa.info>  
Date: Fri Oct 03, 2008 01:02:01 PM US/Eastern  
To: "John Thompson" <jthompson@sipoa.org>, "Dale Foster" <dalef@promarktech.com>  
Cc: "Robin Foster" <robinfoster@verizon.net>, <Sireed729@aol.com>, <ronaldcianclo@bellsouth.net>, <rswall@bellsouth.net>, <jwells@sipoa.org>, "Whitney Powers" <studio\_a@bellsouth.net>, "Ashley Easterlin" <Ashley@easterlincompany.com>, "Linda Easterlin" <linda@easterlincompany.com>, <edavidson@davidson-bradshaw.com>, <valencoacv@aol.com>, <rswall@bellsouth.net>, <vanheerden.jon@mayo.edu>, <jboyette@carolina.rr.com>, <light1@comcast.net>, <billcrater@bellsouth.net>, "C.R. & DEENA RALPH" <crdeenaaralph@earthlink.net>, <RCrater@sipoa.org>  
Subject: RE: Baywood Drainage

Dear John,

The matter before us is a mess. What is important to say – very clearly – it has nothing to do with the actions of any individual property-owners. Three of us own our lots with the same understandings, which are reflected in documents on record with the County of Charleston. How this occurred is beyond my knowledge or understanding. Speaking for myself, (and I am repeating myself) our offer to the previous owner was contingent upon the easement being removed. How that easement was removed is beyond my knowledge. Neither my wife or I were involved in that matter. Nevertheless, we were delivered a property that no longer has an easement recorded. This is a fact.

The POA has known of this situation for well over two years and left it unresolved until we decided to move forward with construction of our ARC approved house plans. Never during the course of the approval process was there any written or verbal concern expressed by the POA or the ARC about the location of our house on the lot. We proceeded, in good faith, to closing on our construction loan only after our lawyer spoke with the POA and received assurances from the POA that a resolution of this matter was in the works. Today, almost three months after closing on our loan and additional personal expense to my wife and I, nothing is resolved.

I would suggest that the POA going to court to try to have the easement on our properties reinstated is not a wise strategy. If that is the case, only the lawyers win. There must be another 'engineering option' and it must be forthcoming immediately.



Plaintiffs' Docs. 017

From: C.R. & DEENA RALPH <crdeenaralph@earthlink.net>  
> Date: Mon Oct 06, 2008 07:44:12 AM US/Eastern  
> To: slreed729@aol.com, rswalli@bellsouth.net, > ronaldciancio@bellsouth.net,  
> richwhughes@aol.com, jthompson@sipoa.org, > billcrater@bellsouth.net,  
> vanheerden.jon@mayo.edu, valenoacv@aol.com, > paul@mmfa.info,  
> dalef@promarktech.com  
> Subject: Baywood Drainage  
>  
> To Lot Owners and POA,  
>  
> A quick synopsis of a letter not sent:  
>  
>  
> I. My wife and I have lived at 3055 Baywood Drive for over a decade. > I constantly  
> examine the drainage pipe by lifting a man hole cover on the side > of our property.  
> It works!!!!!! For all these years this out of sight system has > faithfully kept each of our  
> lots dry and valuable. Because of > standing water, locals could not ride horses  
> through this area until this system was constructed. What a > godsend!!! To para-  
> phrase an old aviation expression - "It works good, lasts a long > time, don't touch it."  
>  
> II. The drainage system on the golf course services an entirely > different area than  
> the  
> pipe running through our lots.  
>  
> III. I implore all property owners to read the Robert George report. > You will not  
> need  
> another opinion!!!!  
>  
> IV. Through all these years on Seabrook, I have never received any >  
> correspondence  
> about abandoning an easement.  
>  
> V. My stance is for the pipe to remain unimpeded from the Crater > property to the  
> pond - as designed.  
>  
> VI. If there is another P.O.A. meeting, would you please give me > enough time to  
> find an Indian Chief. The only profession missing from > the September 29th "Pow  
> Wow"!!?!  
> Hopefully, this is not the new tone for the island. What a shame > that would be!!  
>  
> VII. To all the e-mailers.....please cease the vitriolic comments... > They make my  
> dog  
> very nervous.  
>  
> For the good of all lot owners, potential solutions developed at the > 9/29 and 10/4  
> meetings are unacceptable.  
>



> Have a nice day,

>

> C.R. Ralph

>

McCain or Obama? Stay updated on coverage of the Presidential race while you  
browse - [Download Now!](#)



SEABROOK ISLAND  
Property Owners Association

October 22, 2008

CERTIFIED MAIL

Richard and Eugenia Ralph  
3055 Baywood Dr.  
Johns Island, SC 29455

**Re: Drainage Easement Policy for Lots 22-28, Your Block 32 Lot 23 (Baywood Drive)**

Dear Baywood Drive Lot Owner:

It is no secret that a controversy has arisen stemming from the May 20, 2002 SIPOA Board resolution, "...to give the easement back to the property owner with the understanding that the property owner pay all cost (sic) necessary to remove the easement." What the current Board believes to have been a well-intentioned attempt to afford lot owners greater flexibility in locating their houses in exchange for the installation of an alternative means of drainage, has mushroomed into something of a neighbor-versus-neighbor dispute that, among other things, threatens the viability of an effective and fully functional drainage system. As a result, on October 20, 2008, your SIPOA Board unanimously voted to rescind the May 20, 2002 resolution and adopted the following resolution in its place:

Based on the recommendation of an independent engineering study and the advice of outside legal counsel, the Board hereby:

(a) Rescinds the resolution of the Board dated May 20, 2002, relative to Lots 22-28, Block 32 (on Baywood Drive), which motion read, as follows: "to give the easement back to property owner with the understanding that the property owner pay all cost necessary to remove the easement."

(b) As to those lots where the Baywood easement has not been formally removed of record authorizes the preparation of, and filing by, legal counsel of a Reaffirmation/Ratification of Easement in order to confirm the POA's continuing right and duty to maintain the subject drainage easement;

(c) Adopts a policy for those unimproved Lot Owners who have taken the steps to remove the easement of record and who wish to locate improvements, subject to approval of the ARC, upon the subject drainage easement, that such Lot Owners pay all costs associated with removing the easement in a manner acceptable to the SIPOA, including:



(i) removing or plugging the drainpipe crossing their property and filling the same in a manner so as not to exacerbate any drainage or water collection upon adjoining Lots;

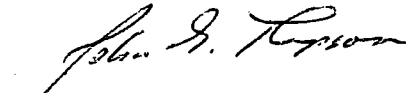
(ii) relocating the drainage system on their Lot in a manner that maintains the integrity and operation of the remainder of the subject drainage system and provide to the SIPOA an easement and bill of sale for the same in order to allow the SIPOA to own and maintain such relocated system as part of the overall Seabrook Island drainage system;

(iii) ~~providing the SIPOA with a certification by a licensed engineer that the relocated system as designed and installed, will not undermine the integrity or operation of the remainder of the subject drainage system.~~

(d) Allows as an alternative to the provisions set forth in (c)(ii) as follows: installing a relocated or replacement system by means of tapping into the drainage system located parallel to the subject Lots on property owned by the Seabrook Island Club known as Crooked Oaks Golf Course, that maintains the integrity and operation of the remainder of the subject drainage system for the remaining subject Lot Owners. Because there is no easement agreement in place between the SIPOA and the Seabrook Island Club for the use of this parallel drainage system, authority to use this form of replacement system is contingent upon the SIPOA being furnished with an easement from the Seabrook Island Club to the parallel drainage system, along with an easement and bill of sale from the Lot Owner in favor of the SIPOA sufficient to allow the SIPOA to own and maintain such replacement system as part of the overall Seabrook Island drainage system.

The Board thinks this policy will allow those Lot Owner(s) who have proceeded with building plans on the basis of the 2002 Board resolution to proceed, while at the same time preserving the viability and effectiveness of the drainage system currently in place. Anything less would jeopardize the existing drainage of the majority of affected Lot Owners and leave those wishing to build over the location of the drainage easement without an assured means of drainage.

Sincerely Yours,



John G. Thompson  
Executive Director

JGT:rc

5 Dec. 2008

From: "Paul McLaughlin" <paul@mmfa.info>  
Date: Fri Dec 05, 2008 12:11:43 PM US/Eastern  
To: "Robin Foster" <robinfoster@verizon.net>, <jboyette@carolina.rr.com>, <llight1@comcast.net>, "C.R. & DEENA RALPH" <crdeenaralph@earthlink.net>, "Dale Foster" <dalef@promarktech.com>, "Tony Valencourt" <valencoacv@aol.com>  
Cc: "Eric Davidson" <edavidson@davidson-bradshaw.com>, "Linda Easterlin" <linda@easterlincompany.com>, "Billy Easterlin" <bill@easterlincompany.com>, "Ashley Easterlin" <Ashley@easterlincompany.com>  
Subject: Baywood Easement

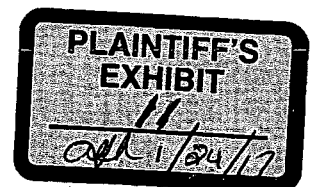
Dear Baywood Neighbors,

I am sure you may be wondering: What is the status of the pipe issue on our property? I want to provide you with an update.

In November, we made a written proposal to the POA that includes granting the POA an easement in the 15 foot no-build zone - as we talked about before - and installing a new pipe to the current pipe that crosses your properties to the existing pipe on the golf course - on our property. This proposal keeps the POA system whole and operating on your properties. We proposed using our contractor, but the system's design would be Mr. George's, and the new connection - along with the easement across your properties - would remain the POA's to own and maintain. In our view, this proposal is in all our interests, because it keeps the POA in the loop and assures us and future owners of our properties that if there are problems and maintenance needs with the system - we and they will know who to turn to.

We also said that we would move forward with removing the pipe that crosses our lot, so we can proceed with building our home. As you know, we have no easement on our lot. The letter prepared by the previous owner of our property, approved and signed off by the former Executive Vice President of the POA, and duly recorded at the Court House makes very clear that the easement on our property was abandoned by the POA in 2002, before we purchased the lot, and we are authorized to remove it at any time. These is an irrefutable fact.

Because we want to move the process forward, we offered to share some of the cost of implementing our proposal. This does not include the additional costs we have already paid in associated with dealing with this four month



Plaintiffs' Docs. 035

delay and the negotiations - and I can assure you: These have not been insignificant!

While we could have proceeded with construction of our home, we choose to wait and work out an agreement. Nonetheless, we will not wait any longer and will not be forced to do anything more than we proposed. In fact, we are now proceeding with construction. And, while we are certainly open to tweaking our proposal around the margins - our proposal to the POA is essentially final.

For the record: We will not assume any financial responsibility for the new pipe and nor should you! In addition, we are not liable for the POA's decision to install or not install the new connection, or the impact of removing the abandoned pipe from our property. The drainage easement and maintaining the drainage system's integrity are the responsibilities of the POA - not any single property-owner and that includes each of you and us.

Frankly, the POA's history in dealing with this situation (see attached chronology, which I prepared and forwarded to Ron) is rather disturbing. For example, when the Board took action to abandon the easement in May 2002, months before we purchased the lot, the POA failed to consult an engineering professional like Mr. George. Furthermore, the copy of the letter I previously sent you from Mr. Gantz (a second copy is enclosed) is just the tip of the iceberg. I have also included a copy (third attachment) of an email from Mr. Gantz that he prepared in response to a remarkable request by the POA in 2006 (at the bottom of Mr. Gantz's email). As you read it, I am sure you will agree the POA's admission of "lost files" about such an important matter that affects OUR properties is a very unsettling thought.

One unfortunate result of this confusion has been the rise of frustration amongst us. I think it is very important that we shift the focus away from each other and look at the real source - the POA. The POA can now choose to do the right thing, or not - but it is their call. My wife and I have acted in good faith throughout this unfortunate ordeal. We want and will be good neighbors, and hope to enjoy many years together on Seabrook Island.

In the end, we all share the same goal - a quiet spot in paradise where we can kick back and relax.

If you should have any questions, please direct them towards me; not our builder or sub-contractors.

Thank you,

Paul and Susan McLaughlin

PLAINTIFF'S EXHIBIT  
1/24/17

From John Thompson 22 Sept 08

-----Original Message-----

From: John Thompson <jthompson@sipoa.org>

To: 'Paul McLaughlin' <paul@mmfa.info>; valencosev@aol.com; vanheerden.jon@mayo.edu; billc@pnmartech.com; jboyette@carolinarr.com; flight1@comcast.net; 'Bill Crater' <billcrater@bellsouth.net>

Cc: Street1729@aol.com; 'Scott Wallinger' <swalli@bellsouth.net>; ronaldciancio@bellsouth.net

Sent: Mon, 22 Sep 2008 5:02 pm

Subject: Old Easement on your Baywood Lot - IMPORTANT

Dear Owners of Lots 21-28, Block 32,

We would like to invite you to a meeting in the SIPOA office on September 29th at 10:00am to discuss the matter described below. If you are unable to attend in person, but would like to participate via conference phone, please let me know.

In brief, many years ago, the Board of Directors of the SIPOA voted to give a drainage easement, on your Baywood Lot back to the property owners with the understanding that the property owners pay all costs necessary to document the removal of the easement. Two of you (or prior owners of your lots) chose to take the formal action to remove the easement from the recorded documents at the County record's office, and the rest did not. Now we have a complicated matter.

The drainage pipe that is in the old easement is still in place, is in good condition, and functions, although a new drainage pipe was installed on the golf course, providing the capacity to meet storm conditions for which all the drains on the island are designed to handle. The presence of this additional pipe, on your lots provides increased capacity, above and beyond that for which other storm water drainage systems on the island are designed, and also provides continual service to reduce the ground water level on your lots.

The Owner of Lot 22 is interested in building a new home, and wishes to remove the drain pipe from the old easement. The Owners of Lots 21 and 23 are concerned about potential adverse impacts this may have on the drainage characteristics of their lots.

The SIPOA hired an engineer skilled in these types of issues to evaluate the situation... Robert George, and Mr. George will be at the meeting on the 29th.

The attached document is Bob George's summary, in which he points out that keeping the existing pipe in place and functioning is the best option, and to the extent that any portion is removed, installing an additional pipe, connecting to the new golf course drain, will maintain the overall functionality of the present system.

The SIPOA would like to discuss the possibility of re-establishing the easement and providing for the long-term care of the pipe, which is presently still in very good condition, but doing so will require the cooperation of all property owners.

Please let us know if you will be able to attend the Sept. 29th, 10:00am meeting, at the SIPOA office.

If you have any questions I would be glad to attempt to answer them prior to the meeting.

Sincerely Yours,

John Thompson

SEABROOK ISLAND  
Property Owners Association

John G. Thompson, PCMA  
Executive Director  
jthompson@sipoa.org  
www.sipoa.org

Natural Oceanfront Living near Historic Charleston, SC

Note: This communication, including any attachment, contains information that may be confidential or privileged, and is intended solely for the entity or individual to whom it is addressed. If you are not the intended recipient, please delete this message and notify the sender by replying to this message. Any disclosure, copying, or distribution of this message by unintended recipients is strictly prohibited.

Robert George  
"Prisoner Tation"  
Monday, 29 Sept. 2008

DEPOSITION EXHIBIT 9 R. RALPH

Plaintiffs' Docs. 006



**G. R. BERT GEORGE & ASSOCIATES, INC.**

CONSULTING ENGINEERS, PLANNERS AND LAND SURVEYORS

2411 SAVANNAH HWY. • CHARLESTON, SOUTH CAROLINA 29414 • (843) 556-4261  
P.O. BOX 32158 • CHARLESTON, SOUTH CAROLINA 29417 • FAX (843) 571-0276

September 16, 2008

Mr. John B. Wells  
Director of Operations & Maintenance  
Seabrook Island Property Owners Association  
1202 Landfall Way  
Seabrook Island, South Carolina 29455

**Re: Executive Summary for  
Drainage Facilities Evaluation Report  
Baywood Drive – Lots 21-28, Block B  
Seabrook Island, South Carolina**

Dear Mr. Wells:

Pursuant to your request of September 15<sup>th</sup>, please accept the following **Executive Summary of the Evaluation and Report** dated September 4, 2008.

**FINDINGS AND RECOMMENDATIONS**

1. The existing parallel drainage facilities within Lots 21 through 28 and the newer ten-year old conduits within the 11<sup>th</sup> Fairway together provide sufficient transport capacity to accommodate major storm events exceeding a ten-year return frequency.
2. The thirty plus year-old culverts within Lots 21 through 28 are in surprisingly good condition, but the moderately infiltrating pipe joints contribute to beneficial control and lowering of the ground water table within the topographical evident dune trough within which these facilities were originally constructed.
3. The existing drop inlet structures within the drainage easement provide beneficial control of surface water. Removal of conduits within Lots 21 through 28 will exacerbate high ground water table concerns and surface water ponding.
4. The existing facilities within Lots 21 through 28 will be difficult to maintain without access provided by the existing easement. Unless periodically inspected and adequately maintained, the existing culverts may develop latent defects and/or reduced functional capacity.
5. Residential construction over existing storm drainage facilities abandoned in place is not advisable.

PROJECT NO	1562-9
PROJECT NAME	DRD
AS	DATE
GRB	JTB 9/16
TB	JTB 9/16/08

6. Maintaining significant segments of the existing facilities in service will continue to provide surface and subsurface drainage benefits within the shallow dune trough within Lots 21 through 28.
7. Removal of culverts within Lots 22 and 24 may contribute to an elevated shallow ground water table and increased surface ponding..
8. Notwithstanding loss of portions of the existing drainage facilities, remaining facilities should be kept in service to the greatest extent practical to provide continued control of shallow ground water and surface water within the natural dune trough.
9. Existing facilities retained in service can be modified to provide enhanced shallow groundwater and surface water control benefits.
10. If portions of the existing facilities are removed from service, lot owners within these impacted areas should be encouraged to install privately maintained subsurface drainage control facilities to prevent elevation of the groundwater table.
11. Removing any portion of the existing system within Lots 21 through 28 will increase the likelihood of roadway and area flooding for storm events exceeding a ten-year frequency.

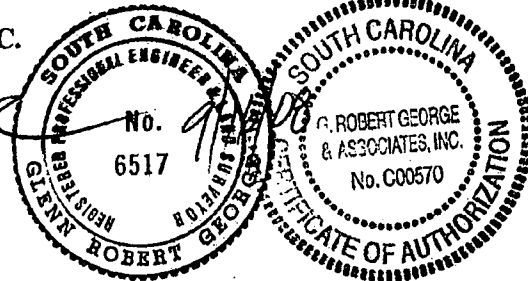
Please advise if additional information or clarification is required at this time.

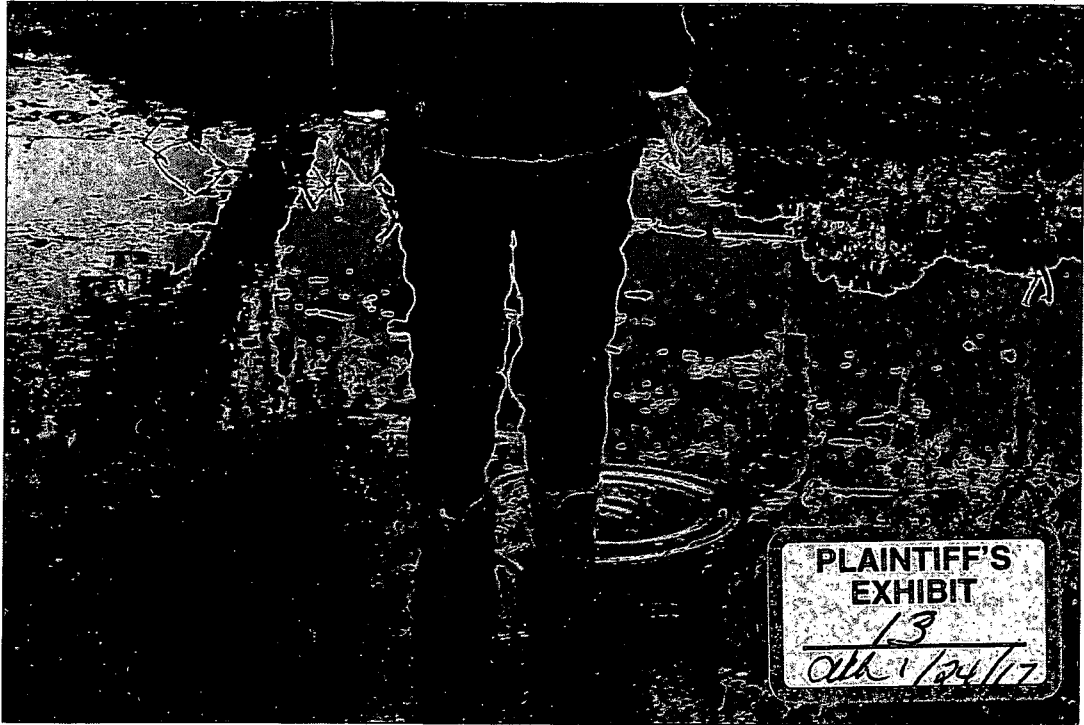
Sincerely,

G. ROBERT GEORGE & ASSOCIATES, INC.

G. Robert George, P.L.S., P.E.  
GRGA PN 1562-9

GRG/mao









ROA 405

**G. ROBERT GEORGE, P.L.S., P.E.**  
**PRESIDENT AND DIRECTOR OF PROFESSIONAL SERVICES**

**PROFESSIONAL EXPERIENCE:** Design experience includes general Civil Infrastructure, Sanitary Engineering, Hydrology, Sedimentology, Commercial and Institutional Site Planning, and associated Surveying. General experience also includes preparation of CSI contract documents and construction specifications. Acquisitions of federal, state, and project related permits. SC DHEC SRF, DHUD and RD/RUS loans, project feasibility studies, U.S. Army Corps of Engineers and SC DHEC/OCRM Permits, preparation and submittal of Schematic Site Infrastructure Studies and Environmental Impact Statements. Project coordination between contractors, public utilities, federal, state and local agencies and clients. Expert Witness Testimony. Supervision of surveying crews, staff engineers and administrative staff.

Over 39 years experience in infrastructure design, and planning, stormwater management facilities and related surveying for utility/roadway route surveys, boundary and topographical surveys, easements and plat preparation.

Experience in urban storm drainage facilities design includes basin delineation, hydrologic modeling, impacts of increased run-off volume, detention/retention facility design, drainage conduit and structure design, outfall control structures, extended period stimulation storm event analysis of existing facilities, stormwater network modeling and analysis.

The Principal-in-Charge has been project manager for several large urban utility projects funded by FEMA FHMG DHUD, RD/RUS and SC DHEC SRF; these included major water and wastewater projects and urban storm drainage rehabilitation projects, trunk sewer interceptors, unsewered areas projects and 201 Planning and associated infiltration/inflow analysis. As Project Manager, he also coordinated plat preparation and acquisition for hundreds of easements for wastewater and water supply.

As a former Chairman of the James Island Public Service District, G. Robert George presided over multi-phased interceptor sewer and collection line extension projects funded by over \$12 million, in Federal grants, loans and revenue bonds. G. Robert George recently served two four-year terms as Charleston City Councilman for District-12, James Island.

Professional Affiliations include: Member of the National Society of Professional Engineers, American Society of Civil Engineers (National, State & Local chapters), American Arbitration Association, Professional Engineers in Private Practice, Past President - Civil Engineers Club of Charleston, SC. Professional Land Surveyors Society, Construction Specifications Institute.

**EDUCATION:** 1972 Honor Graduate of The Citadel with a Bachelor of Science degree in Civil Engineering. First in Department Class Standing, George Walker White Engineering Scholarship - 1971, George Walker White Award for Outstanding Achievement in Civil Engineering - 1972. Member Tau Beta Phi, National Engineering Honor Society. 1984 - Masters of Business Administration, The Citadel. United States Naval Aviator 1965-1970, Lt. USNR.

**REGISTRATION:** Registered Professional Engineer in South Carolina, North Carolina, Georgia and Florida. Registered Land Surveyor in South Carolina and Georgia.



Plaintiffs' Docs. 001



8



ROA 408



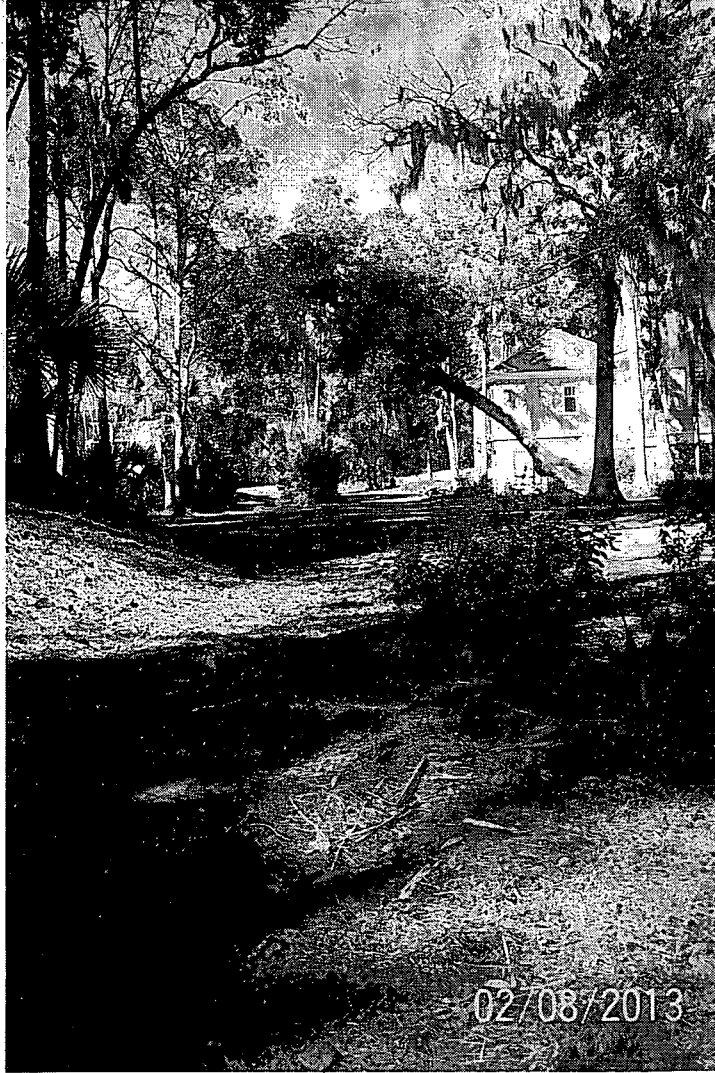




ROA 411







ROA 414





ROA 416





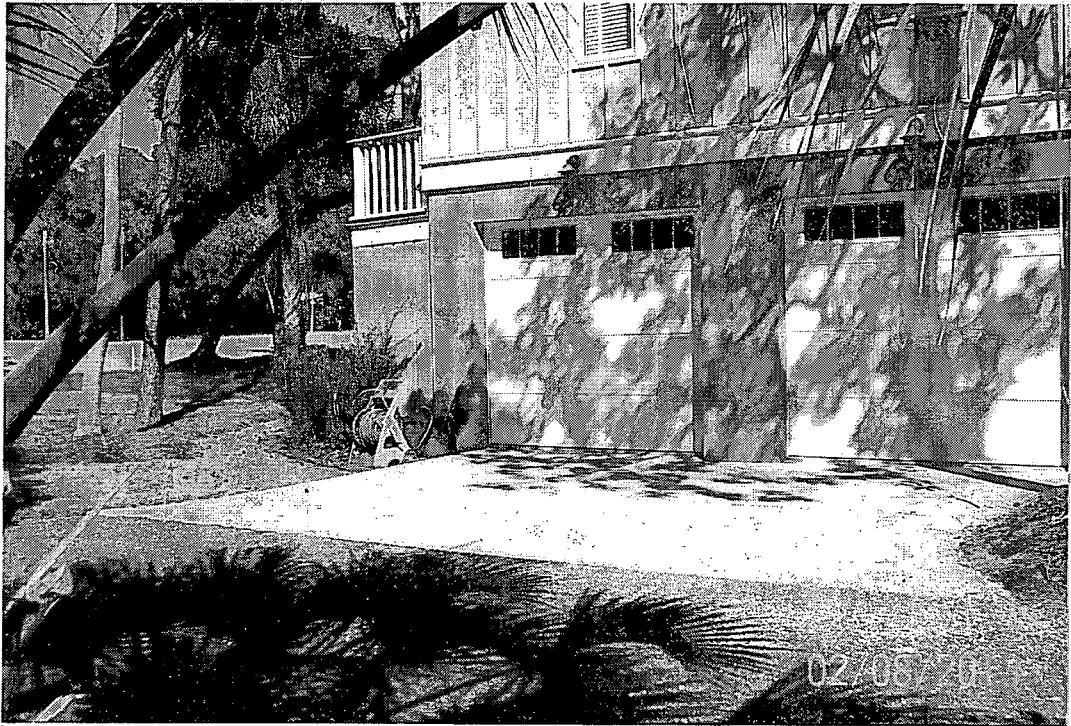
ROA 418











ROA 423



ROA 424



ROA 425



















ROA 434





ROA 436





ROA 438





ROA 440

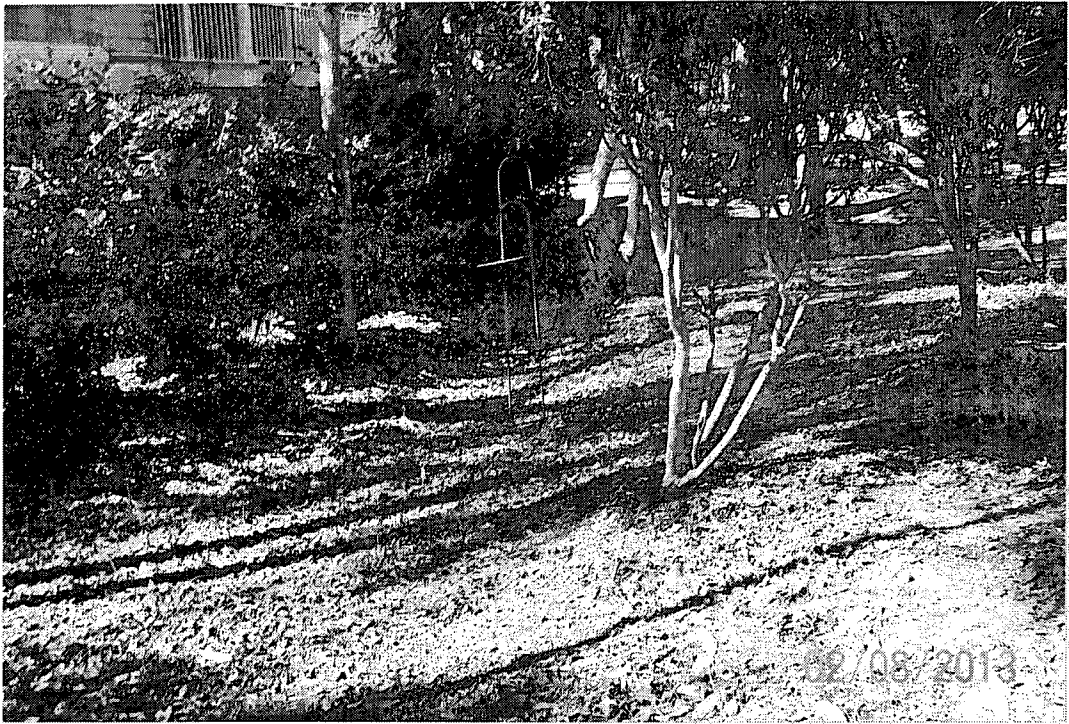


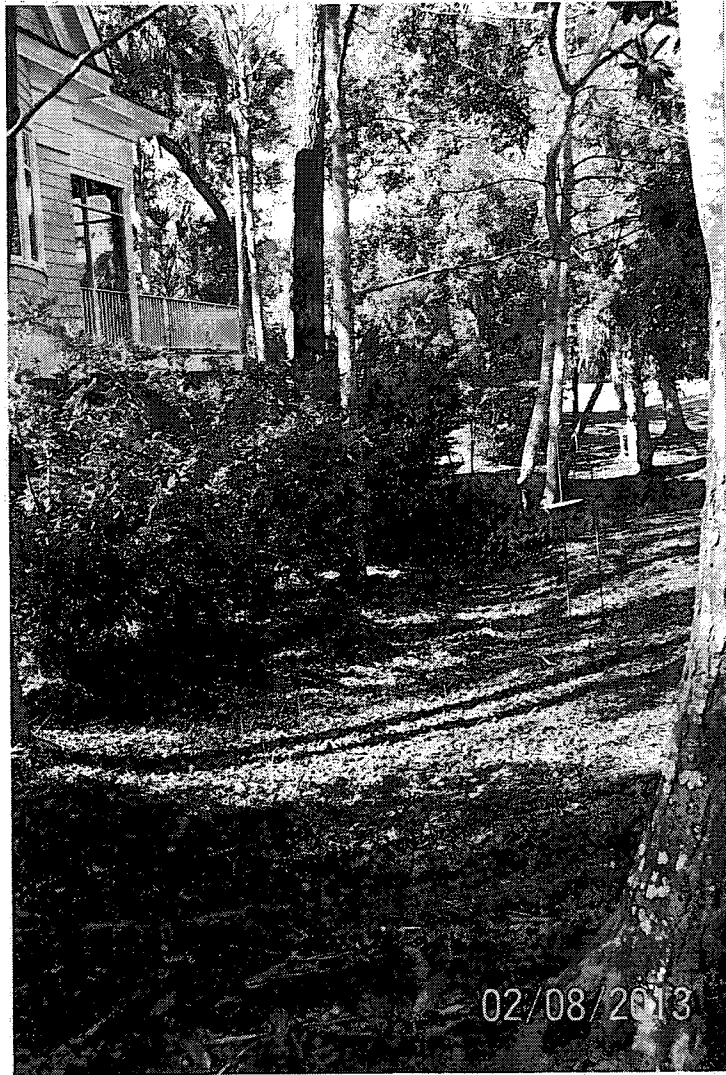


ROA 442









ROA 446



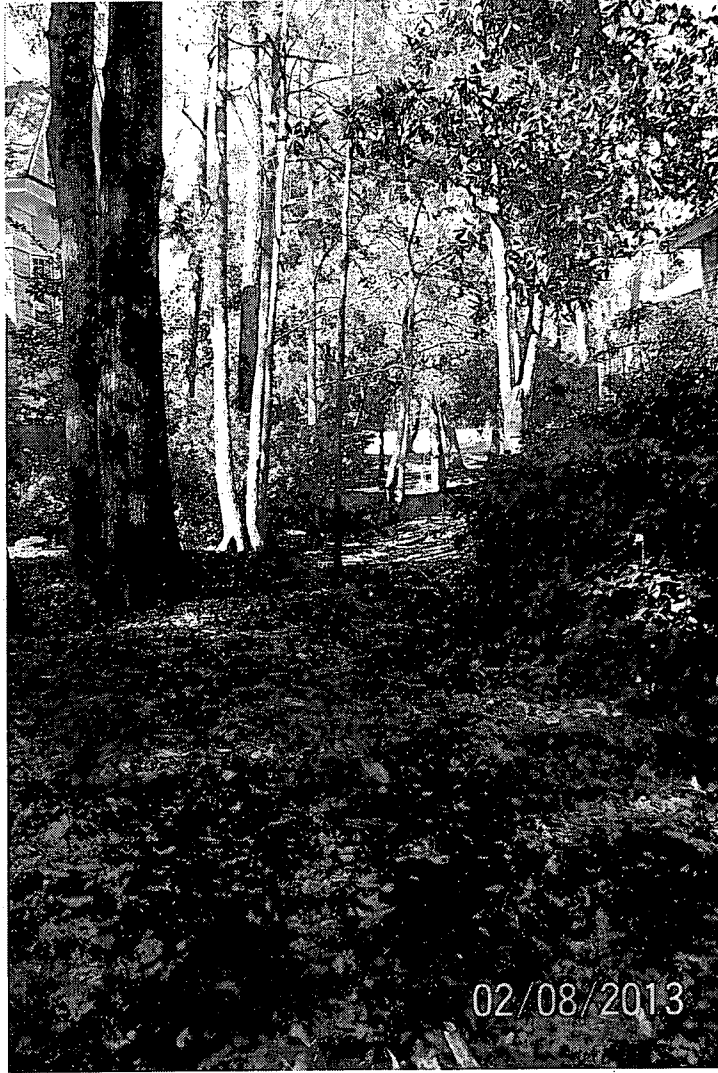
ROA 447



ROA 448













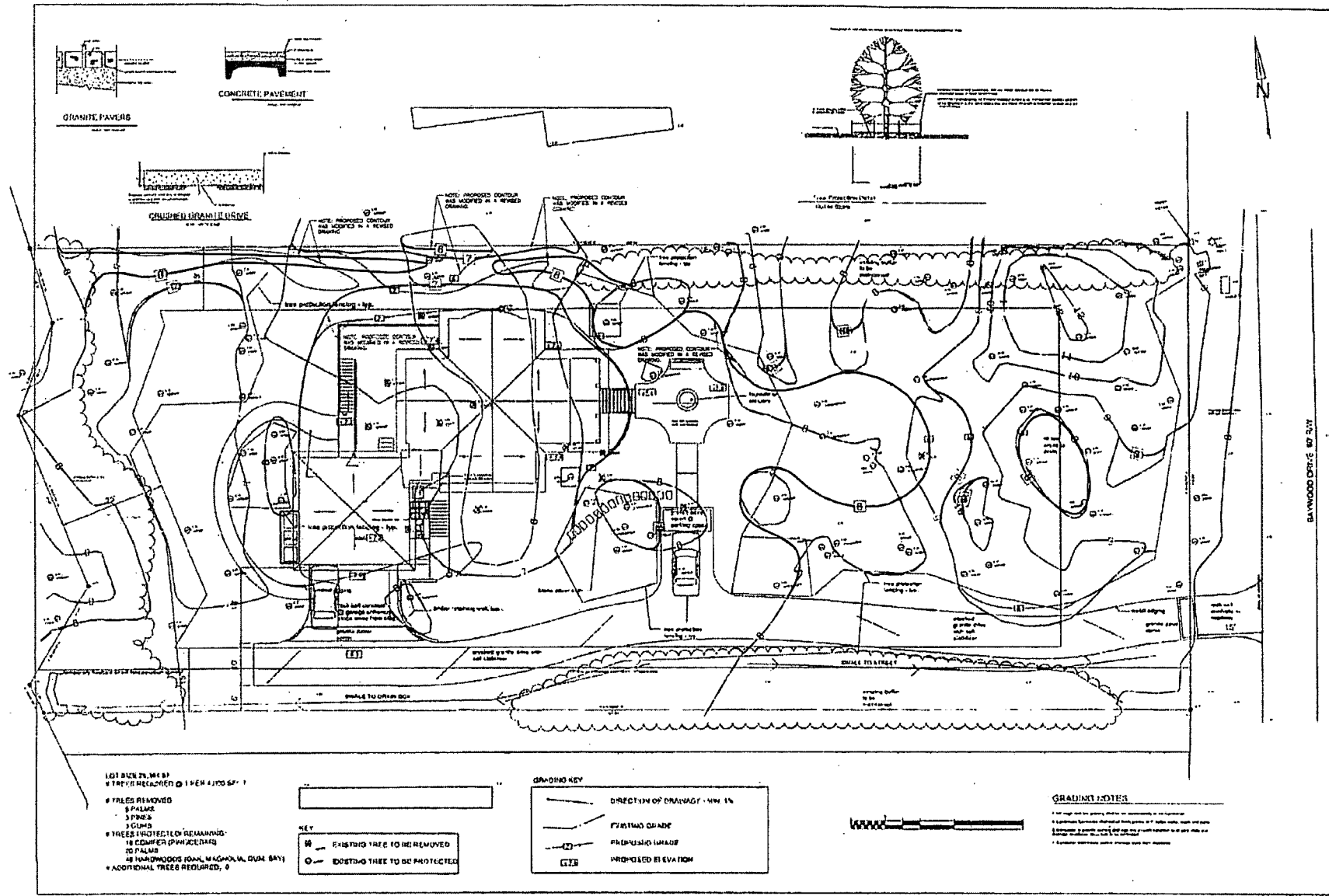


ROA 455



ROA 456

ROA 4561



LOT SIZE 74, 140 SF  
 # TREES TO BE REMOVED 1 THEN 4 TO 6 FT  
 # TREES REMOVED  
 3 PALMS  
 3 PINES  
 3 OLIVES  
 # TREES PROTECTED OR REMAINING  
 18 CORNERS (MAGNOLIAS)  
 20 PALMS  
 40 HAWKWOODS (OAK, MAGNOLIA, OVAL BAY)  
 \* ADDITIONAL TREES REQUIRED, 0

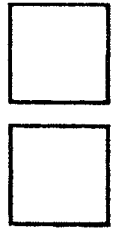
KEY  
 [Symbol] EXISTING TREE TO BE REMOVED  
 [Symbol] EXISTING TREE TO BE PROTECTED

GRADING KEY  
 [Symbol] DIRECTION OF DRAINAGE - MIN. 1%  
 [Symbol] EXISTING GRADE  
 [Symbol] PROPOSED GRADE  
 [Symbol] PROPOSED ELEVATION

GRADING NOTES  
 1. All high and low points, grades and elevations to be indicated.  
 2. Elevation between adjacent finished grades of 1' shall indicate a 1% slope.  
 3. Sloping of 2% shall be indicated by 2% and so on.  
 4. A minimum 5% slope shall be provided for all drainage.



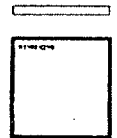
Scale  
 1" = 10'-0"



1" = 10'-0"

MCLAUGHLIN RESIDENCE  
 LOT 22 BAYWOOD DRIVE  
 SEASPOOK ISLAND, SC

SITE PLAN



1" = 10'-0"  
 L-1  
 10/2/2006



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO.: 08-CP-10-~~695~~

SEABROOK ISLAND PROPERTY )  
OWNERS ASSOCIATION, )

Plaintiff, )

v. )

PAUL DENNIS MCLAUGHLIN and )  
SUSAN RODE MCLAUGHLIN, )

Defendants. )

COMPLAINT  
(DECLARATORY JUDGMENT/INJUNCTIVE  
RELIEF - NON-JURY)

2008 DEC -9 AM 11:40  
JULIE J. ARMSTRONG  
CLERK OF COURT

FILED

COME NOW, Seabrook Island Property Owners Association ("Plaintiff"), by and through its undersigned counsel, and alleges and states as follows:

1. Plaintiff is a non-profit corporation organized and existing under the laws of South Carolina and doing business in Charleston County.
2. Defendants are, upon information and belief, residents of the State of North Carolina and are the owners of certain real property more fully described below, located in Charleston County, South Carolina.
3. The parties and subject matter of this action are within the jurisdiction and venue of this Court.

**FACTUAL BACKGROUND**

4. Defendants own that certain real property located within the Seabrook Island Development ("Seabrook" or "SID"), specifically Lot 22, Block 32, located on Baywood Drive,

CHARLESTON\J52670v1

PLAINTIFF'S  
EXHIBIT  
17  
all 1/25/17

Seabrook Island (the "Property") by virtue of that certain deed dated October 1, 2002 and recorded in the R.M.C. Office for Charleston County in Book Number L421, Page 820.

5. The Property is subject to the Protective Covenants for Seabrook Island Development, recorded in the Office of the R.M.C. for Charleston County in Book N100, page 296 and ensuing amendments thereto, most recently, the Restatement and Seventh Modification of the Protective Covenants for Seabrook Island Development, recorded in the Office of the R.M.C. for Charleston County in Book V639, page 557 (collectively, "Covenants").

6. Plaintiff is the owner of that certain twenty-foot (20') drainage easement ("Drainage Easement"), which Drainage Easement crosses a portion of the west side of Lots 22-28, Block 32, Seabrook Island, the disposition of which is the subject matter of the within action.

7. Pursuant to Article 2 of the Covenants, each owner of property within Seabrook is a member of the Seabrook Island Property Owners Association and subject to the bylaws, rules and regulations thereof, and, pursuant to Article 35 of the Covenants, as well as section 3.2 of the Plaintiff's Bylaws, Plaintiff has the standing and authority to carry out and enforce the terms of the Covenants, as well as the bylaws, rules and regulations thereof. Furthermore, Article 2(e)(vii) of the Covenants authorizes the Plaintiff to promulgate rules and regulations pertaining to the imposition of monetary and other sanctions for violations of the Covenants or related bylaws and regulations.

8. Article 2 of the Covenants further provides:

The purpose and business of the SIPOA is to preserve the Property values and the quality of life in the SID through:

(a) Development and implementation of programs to protect the environment, to facilitate acquisition and maintenance of green space, and to provide for the health, safety, security and welfare of Property Owners;

(b) Protection, operation, maintenance and improvement of such roads,

bridges, parks, playgrounds, beaches, open spaces, rights-of-way, easements and other SIPOA properties, as are deeded, leased or otherwise conveyed to or held in trust for the benefit of SIPOA or Property Owners; provided, however, while the provision in this section for the maintenance of beaches shall not be construed as imposing an obligation on SIPOA or its agents to restore, renourish, protect or take any preventive or remedial action against beach or marsh changes occurring as a result of forces of nature, projects of this nature may, however, be undertaken as authorized in the SIPOA Bylaws...;

9. Article 28 of the Covenants provides that the Plaintiff owns and maintains easements within the SID:

The SIPOA, by deed from the Club as successor to the Company, reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground, to erect, maintain and use electric and telephone wires, cables, conduits, sewers, water mains and other suitable equipment, for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience...

10. Article 19 of the Covenants addresses the obligation of a property owner to obtain approval for any improvements to his/her property, viz:

No building of any kind or description, fence, swimming pool, dock, walkway, or other structure shall be erected, placed or the exterior altered on any Property in the SID, until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such building or structure, drives and parking areas, and accessory buildings), landscaping plan and the construction schedule for such building shall have been approved in writing by the ARC [Architectural Review Committee]. All building plans must be prepared and sealed, or reviewed and sealed, by an architect who is currently registered to practice in South Carolina. All construction must be by a contractor properly licensed as determined by the Town of Seabrook Island, Charleston County and State of South Carolina regulations. Refusal of approval of plans, location or specifications by the ARC may be based upon any reasonable ground, including aesthetic conditions. No alterations in the exterior appearance of any building or structure shall be made without like approval. In the event the ARC fails to approve or disapprove such design, location and material within sixty (60) days after plans and specifications have been submitted to it, such approval will not be required, and the terms of this Protective Covenant will be deemed to have been fully satisfied. The ARC shall not be entitled to any compensation for services performed pursuant to this Protective Covenant except for a reasonable fee to cover administrative costs as determined by the Board.

Except where specifically superseded or modified by policies in *Policies & Procedures for Residential Development* (a SIPOA publication, available to all Property Owners, containing all the specific Board-approved rules and criteria applicable to planning, construction and alteration in the SID), all guidelines for single family residences are

equally applicable to multi-family dwellings as may be determined by the ARC and the zoning ordinances of the Town of Seabrook Island. In areas restricted to single-family residential use, except as may otherwise be herein provided, no structure shall be erected, altered, placed or permitted to remain on a Property other than one (1) detached single-family dwelling not to exceed two (2) stories in height, and not to exceed a maximum height of thirty-six feet (36') above the base flood elevation for a particular Lot, and one detached two-car garage; provided, however, that a ground-level garage or storage space beneath an elevated dwelling and/or attic/storage space atop a dwelling shall not be considered to be a story of the dwelling for purposes of this provision so long as they are not used as living spaces.

11. Article 35 of the Covenants authorizes the Plaintiff to enforce the Covenants and to collect reasonable attorneys' fees and costs incurred in connection with the same, viz:

If any Property Owners or any other party hereto, or their heirs or assigns, shall violate any of these Protective Covenants herein, the SIPOA may impose sanctions or prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, such Protective Covenants, or may recover damages including reasonable collection expenses, attorney's fees and court costs for any such violation.

12. On or about May 20, 2002, Plaintiff approved a request to "give back" the Drainage Easement crossing a requesting property owner's lot provided, the "property owner pay all cost necessary to remove the easement . . . ." (the "2002 Board Resolution"). The Board minutes from that meeting reflect further that "any improvements that [the property owners] make to the lot to improve drainage will be at their expense."

13. On September 11, 2002, the predecessor owner of the Property recorded an approved plat which exhibits the "abandonment" of the Drainage Easement on the Property. The disposition of the Drainage Easement across the Property was approved on behalf of the Plaintiff. At that time, the drainpipe within the portion of the Drainage Easement crossing the Property remained in place.

14. On or about August 15, 2006, the Seabrook Island Architectural Review Committee (the "ARC") considered the Defendants' preliminary home building plans. The proposed building, or at least a portion of it, was to be located over the site of the Drainage

Easement. Included within the plans was the excavation and removal or "plugging" of the drainage pipe within the portion of the site of the Drainage Easement crossing the Property.

15. The Defendants' building plans were approved, subject to the conditions that they would assume all responsibility for "the underground drainage line at the 20' drainage easement/driveway", along with adherence to related Town of Seabrook Island and Charleston County drainage requirements

16. Plaintiff has defined the "cost necessary to remove the easement" to be the cost of re-working the drainage in a manner that maintains the existing drainage for other related lots, i.e., the cost of installing alternative drainage in a manner that will not undermine or adversely affect such existing drainage system "downstream."

17. Plaintiff is informed and believes that Defendants have begun site preparation work for the building of their house on the Property. Defendants and/or their building contractor have indicated to Plaintiff the plan and intent to destroy and remove the drainage pipe within the abandoned Drainage Easement without first installing a relocated or substitute drainage system. Defendants have refused to acknowledge any duty or obligation on their part to re-work the drainage in a manner that maintains the existing system for related downstream lots.

**FIRST CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT)**

18. Plaintiffs re-allege paragraphs 1 through 17 above as fully as set forth verbatim herein.

19. This cause of action is brought pursuant to § 15-53-10, et. seq. of the South Carolina Code of Laws, 1976, as amended, (the "Uniform Declaratory Judgment Act").

20. The parties to this action are persons who have or may have a direct representative interest which may be affected by the Court's declaration; and pursuant to § 15-53-80, South Carolina Code of Laws, are proper parties to this action; but by reason of the matters alleged herein, a declaratory judgment is both necessary and proper in order to determine the rights, obligations and liabilities, if any, which exist among the parties.

21. Plaintiff is authorized under Covenant Articles 2 and 28, as well as applicable law, to place restrictions upon the construction of Defendants' house in a manner that protects and assures the continued viability of the drainage system that would be affected by Defendants' proposed pipe removal.

22. Plaintiff and/or it ARC are authorized under Covenants Article 19, as well as applicable law, to place restrictions on building plan approval that protects and assures the continued viability of the drainage system that would be affected by Defendants' proposed pipe removal.

23. Plaintiff seeks an order that Defendants' commencement of construction and demolition activities upon the Property without authorization from Plaintiff and without adherence to the requirements placed on the Defendants for construction over the site of the Drainage Easement is in violation of the Covenants; further, Plaintiff seeks an order authorizing Plaintiff's recovery of related attorney fees and costs in accordance with Covenants Article 35.

**SECOND CAUSE OF ACTION**  
**(INJUNCTIVE RELIEF)**

24. Plaintiffs re-allege paragraphs 1 through 23 above as fully as set forth verbatim herein.

25. Plaintiff is informed and believes that Defendant's continued actions and destruction of the subject drainage pipe, without some alternative drainage plan, will seriously, adversely and irreversibly impact the Plaintiff's drainage system for Lots 21, 23, 25, 26, 27 and 28.

26. Plaintiff is informed and believes that Defendants' unilateral action will result in irreparable damage by diminishing the drainage capacity of the Drainage Easement as it affects "downstream" lots.

27. Plaintiff's requirements for construction do not preclude or prohibit Defendants from building their house upon a portion of the site if the Drainage Easement. Instead, the Plaintiff has required, in order to preserve the existing drainage capacity, the Defendants to install a substitute or relocated pipe system ("workaround") elsewhere on their Property.

28. Plaintiff has a substantial likelihood of prevailing in this matter for the reasons set forth above. Moreover, the equities favor granting the injunctive relief requested by the Plaintiff due to the unilateral nature of the actions taken by Defendants.

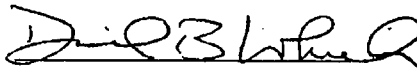
WHEREFORE, Plaintiff prays this Honorable Court:

(a) Under its First Cause of Action, grant judgment in its favor against Defendants, pursuant to South Carolina Code Ann. § 15-53-10, et seq., that they must abide by the requirements imposed by Plaintiff for the construction of their house and the requirements for the relocation of the Drainage Easement; and

[CONTINUED ON NEXT PAGE]

(b) Under its Second Cause of Action, issue a permanent injunction against Defendants prohibiting the alteration, removal or otherwise removing the pipe and drainage accessories within that portion of the site of the Drainage Easement crossing the Property.

(c) For such other and further relief as the Court deems just and proper.



David B. Wheeler  
Trudy H. Robertson  
MOORE & VAN ALLEN PLLC  
P.O. Box 22828  
Charleston, SC 29413-2828  
843 579-7000  
843-579-7099 (facsimile)

ATTORNEYS FOR PLAINTIFF, SEABROOK  
ISLAND PROPERTY OWNERS ASSOCIATION

Charleston, South Carolina  
December 9, 2008

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO.: 08-CP-10-**6975**

SEABROOK ISLAND PROPERTY )  
OWNERS ASSOCIATION, )

Plaintiff, )

v. )

PAUL DENNIS MCLAUGHLIN and )  
SUSAN RODE MCLAUGHLIN, )

Defendants. )

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

FILED  
2008 DEC -9 AM 11:40  
JULIE J. ARMSTRONG  
CLERK OF COURT

COMPLAINT VERIFICATION

PERSONALLY appeared before me the undersigned affiant, who, being duly sworn, deposes and says that he is an agent of Plaintiff named herein, and that he is familiar with the transactions and facts stated in the above pleadings; that he has read the said pleadings; that the facts therein stated are true, except those matters stated on information and belief, and as to those, he believes them to be true; that Plaintiff is a corporation and it is necessary for deponent to make this verification on its behalf.

By: John G. Thompson

John G. Thompson  
Executive Director  
Seabrook Island Property Owners Association

SWORN to before me this  
9th day of December 2008.

Alan C. Perry (LS)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 12/16/14

**From:** Bill Crater [mailto:billcrater@bellsouth.net]  
**Sent:** Friday, October 03, 2008 5:46 PM  
**To:** John Thompson; 'Dale Foster'  
**Cc:** 'Robin Foster'; Sam Reed; Ron Clancio; Scott Wallinger; John Wells; 'Whitney Powers'; 'Ashley Easterlin'; 'Linda Easterlin'; edavidson@davidson-bradshaw.com; 'Paul McLaughlin'; valencoacv@aol.com; vanheerden.jon@mayo.edu; jboyette@carolina.rr.com; llight1@comcast.net; 'C.R. & DEENA RALPH'; Rose Crater  
**Subject:** Re: Baywood Drainage

John,

I have read Dale's and your emails. While I do not want to be an obstructionist, I as a current home owner prior to any easement resolution being passed and the resulting issues coming to light, have the obligation and right to protect my property and home from the unknown impact of removing multiple sections of the drainage system. Bob George stated on September 29, 2008 and again during the follow up meeting on October 1, 2008 that any change in the drainage system, other than rerouting it at the property line between the Ralph's and the McLaughlin's, would render the drainage system ineffective. With my property at the end of the pipe and arguably the most vulnerable to any increase of water flow outside of the pipe either over or under the ground, leaves me no choice but to withdraw my support for any change in the drainage system.

We appear to be out of viable options. I do not think this can be resolved by the lot owners and the SIPOA. I suggest that the SIPOA put the question of the easement before the court as quickly as possible. I suspect only they can determine the "common good" for all, including those of us who currently have existing homes, and the fate of the drainage system.

Bill Crater



**From:** van Heerden, Jon, M.D. [mailto:vanheerden.jonathan@mayo.edu]  
**Sent:** Saturday, October 04, 2008 10:13 AM  
**To:** Bill Crater; John Thompson; Dale Foster  
**Cc:** Robin Foster; Sam Reed; Ron Ciancio; Scott Wallinger; John Wells; Whitney Powers; Ashley Easterlin; Linda Easterlin; edavidson@davidson-bradshaw.com; Paul McLaughlin; valencoacv@aol.com; jboyette@carolina.rr.com; llight1@comcast.net; C.R. & DEENA RALPH; Rose Crater  
**Subject:** RE: Baywood Drainage

Mark Twain said:" It is better to remain silent and thought of as a fool than to open your mouth and remove all doubt" How wise he was. This has turned into a real pissing contest which is both sad and quite amusing to me. I do not speak out often for I beleive in the good of mankind but I do feel compelled to do so at this time. If I offend anyone I apologise..this is not personal this is for "the good of the cause. Some thoughts then. 1. I agree 100% with Bill Crater..put this fiasco before the courts and let them decide, we cannot. The lawyers will love this, they will make a lot of money, it will drag on for years etc etc. So,BILL CRATER IS CORRECT.2.Mr Foster was not present at the report of the engineer who did a good job indeed and who impressed me with his presentation. In summary THE PIPE WAS PUT WHERE IT IS FOR A GOOD REASON, IS IN AMAZINGLY GOOD SHAPE AND TAKING IT OUT WILL CAUSE PROBLEMS FOR ALL OF US...TAKING OUT ANY SECTION OF THE PIPE WILL CAUSE PROBLEMS.My take...the pipe stays for the betterment of us all.3. Have been totally underwhelmed with the POA ,s role in all of this(sorry Sam). They came to the meeting unprepared and without any game plan at all. The POA is there for the property owners are they not? In my simple mind they should have: a. Apologised to Paul and to all of us for their poor or total or untrue communication with Paul and Dale and all of us re the lots..they did not know re the doggone pipe for years it seems , they still do not know re the easements(Sam repeatedly stated that he did not know how the courts would interpret the POA minutes..." I do not know if the easements have been abandoned or not"). A legal opinion should have been saught way before wasting time at the meetings. BILL CRATER IS CORRECT.b Had a game plan in place...eg "after due diligence our advice, backed by legal council, is etc, etc.c. Tell us what J Thompson,s role in this is.. he never said a word at the meeting.c. Let us know how much the engineering survey has cost the POA( and thus us) to date. Am very disappointed in the POA.

4.If I were Paul, I would be disappointed and very angry at the POA and with the realtor who sold him the property...the Gantz letter, sighed off by the POA is crystal clear to me re the easement issue. As all of you will recall CR Ralph repeatedly( to deaf ears ) encouraged the POA to get legal council re the easement issue....CR AND BILL CRATER ARE CORRECT. Paul should be , and is, angry. On the other side I must say that I found the unexpected presence of Paul,s lawyer,architect and his two builders to be personally offensive. If the aim was intimidation, he succeeded. Their contributions were of no value at all in my opinion...was the POA told they would be there? Were we? Would have been the gentlemanly thing to do. In summary: life was



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so peaceful on Baywood drive..it is not now. Everyone has the answer . The mutual  
pissing continues. Time and money is being spent and wasted and we are nowhere at  
all. **BILL CRATER IS CORRECT** Thanks for letting me say my piece ladies and  
gentlemen. I am done and shall not be entering into any E mail debates re this..if you  
want to come and visit me, you know where we live. Jon van Heerden

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that I, W. CECIL STRICKLIN, (hereinafter whether singular or plural the "Grantor") In the State aforesaid, for and in consideration of the sum of SIXTY THOUSAND DOLLARS AND NO/100 (\$60,000.00) to the Grantor paid by CARROLL M. GANTZ and LORRAINE GANTZ (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and, by these presents, does grant, bargain, sell and release unto the said CARROLL M. GANTZ and LORRAINE GANTZ, as joint tenants with rights of survivorship and not as tenants in common, all that certain piece, parcel or lot of land as more particularly described on Exhibit "A" attached hereto.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said CARROLL M. GANTZ and LORRAINE GANTZ, their Heirs and Assigns forever.

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

*Will*

PLAINTIFF'S  
EXHIBIT  
20  
*Call 1/25/17*

EXHIBIT 'A'

ALL that certain lot, piece or parcel of land situate, lying and being on Seabrook Island, Charleston County, South Carolina, known and designated as Lot 22, Block 32, on a plat by E. M. Seabrook, Jr., C. E. and L.S., dated September 6, 1984, and recorded in the RMC Office for Charleston County in Plat Book BD at page 23.

SAID lot having the size, shape,, dimensions, buttings and boundings, more or less, as are shown on said plat which is specifically incorporated herein by reference.

THIS conveyance is subject to the restrictions, covenants, reservations and charges applicable to as premises contained in the Protective Covenants dated November 18, 1972, recorded in the RMC Office for Charleston County in Book N100 at page 296, as amended by instrument recorded in Book Y110 at page 143, and Second Modification thereto dated March 26, 1985, recorded in Book J144 at page 67, RMC Office; and subject to the rules, regulations, conditions, requirements and charges of Seabrook Island Property Owners Association as contained in the Second Restated and Amended By-laws of Seabrook Island Property Owners Association dated October 81, 1984, and recorded in Book B141 at page 267, as amended by instrument recorded April 8, 1985, in Book J144 at page 69, Charleston County RMC Office, and further subject to the restrictions contained in instrument dated April 9, 1984, recorded in Book H136 at page 291, said RMC Office and any easements of record.

SUBJECT to a twenty foot (20') easement for drainage and a ten foot (10') easement for drainage as shown on the plat by E. M. Seabrook, Jr., C. E. and L.S., dated September 6, 1984, and recorded in Plat Book BD at page 23, said RMC Office.

SUBJECT FURTHER to the area designated as "No Build Area" shown on the plat by E. M. Seabrook, Jr. C. E. and L.S., dated September 6, 1984, and recorded in Plat Book BD at page 23.

THIS BEING the same property conveyed to the Grmator herein by Deed of Catherine C. Boothe and Barry P. Boothe, as Co-Personal Representatives of the Estate of D. P. Boothe, Jr., dated September 9, 1997, recorded in Book P291 at page 245 in the aforesaid RMC Office.

TMS Number: 147-03-00-114

Taxpayers' Address: 817 Treeloft Trace  
Seabrook Island, SC 29455





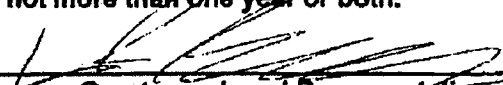
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

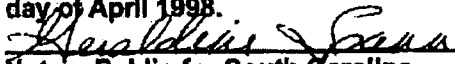
AFFIDAVIT

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY W. Cecil Stricklin TO Carroll M. Gantz and Lorraine Gantz ON April 30, 1998.
3. Check one of the following: The deed is:
  - (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b)  subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c)  EXEMPT from the deed recording fee because (Exemption # ) (Explanation, if required: n/a if exempt, please skip items 4-6 and go to item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$60,000.00.
  - (b)  The fee is computed on the fair market value of the realty which is n/a
  - (c)  The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES  or NO  to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 

(a) \$ <u>60,000.00</u>	the amount listed in item 4 above
(b) <u>00.00</u>	the amount listed on item #5 above (no amount, please zero)
(c) \$ <u>60,000.00</u>	subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

  
 Grantor, Grantee or Legal Representative  
 Connected with this Transaction  
 (L. Russell Bennett)

SWORN to before me this 30th  
 day of April 1998.

  
 Notary Public for South Carolina  
 My Commission expires: 7-20-99

**Davidson  
& Bennett**  
ATTORNEYS AT LAW  
925 WAPPOO CREEK DRIVE  
CHARLESTON, SC 29418

NKw-I  
Lol

BK.F 302PG111

FILED

F 307-107

98 MAY -6 PH 3: 38

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

Recording Fee	<u>10.00</u>
State Fee	<u>156.00</u>
County Fee	<u>66.00</u>
Postage	<u>          </u>
TOTAL	<u>232.00</u> A

Recorded this 6 day of May Year 98  
On Property Record Card

*James A. Mosley*  
Auditor Charleston County

PID VERIFIED  
ASSR MM  
DTD 5/8/98

**Seabrook Island Property Owners Association  
Board of Directors Meeting**

**MINUTES**

Monday, May 20, 2002, 1:00 p.m.  
SIPOA Community Center

***Members Present:***

Mr. Thomas L. Flynn, President  
Mr. Dick Muenow, Vice President  
Mr. Fred Kreusch, Treasurer  
Mr. Paul Poggi, Director  
Mr. Larry Blasch, Director

Mrs. Beverly L. Hoover, Director  
Mrs. Cynthia W. Cornwell, Director  
Mrs. Pat Parsons, Director  
Mr. Paul Giardino, Director  
Mr. Jim Schaeffer, Director

***Absent/Excused:***

Mr. Edmund C. Puckhaber, Secretary

***Staff Present:***

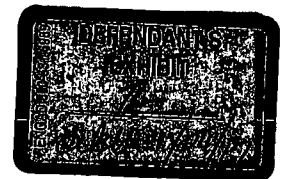
Mr. Robert N. Giuffreda, Executive Vice President  
Ms. Linda D. Wall, Administrative Assistant

Mr. Flynn called the meeting to order at 1:00 p.m. A quorum was present.

Mr. Flynn moved approval of the Executive Committee Minutes of March 28, 2002, approval of the Working Board Meeting minutes of April 15, 2002, approval of the Executive Committee Meeting minutes of April 15, 2002, and approval of the Regular Board Meeting minutes of April 15, 2002. Mrs. Hoover had a correction on the March 28, 2002 Executive Committee Meeting Minutes regarding the spelling of the word waved (instead of waived). Mr. Kreusch also had a correction on the April 15, 2002 Executive Committee Meeting Minutes. Mr. Coy Foster was not in attendance. Mrs. Hoover moved approval of the meeting minutes with the noted correction. Mr. Blasch seconded. The motion passed by unanimous vote.

Mr. Flynn reported on his injury and how nice it was to be back to Seabrook Island. Mr. Flynn thanked the property owners for attending the meeting and encouraged them to tell their neighbors and friends to attend the monthly Board meetings.

Mr. Flynn asked for Board approval of the nomination of Mr. Jim Schaeffer to serve as the Director of the Community Center & Pool Committee for the rest of the year in place of Mr. Wayne Palkovitz. Mrs. Cornwell moved approval. Mrs. Hoover seconded and the motion passed by unanimous vote.



Plaintiffs' Docs. 002

Mr. Giardino also reported on the Fourth of July fireworks that are scheduled for Friday, July 5 at North Beach.

### Operations & Maintenance Committee

Mr. Muenow reported on the status of the road re-paving project. Remedial paving will continue until the end of the month. The original construction of the roads do not allow for all of the bird baths to be fixed. The acceptance criteria for bird baths is after a rain, if the water is still standing there after 36 hours Hinkle will attempt to fix them. If not, the road will be accepted.

Mr. Muenow reported that during original construction of the Baywood Drive drainage easements were added. Drainage pipes were subsequently installed on Crooked Oaks with laterals running into each lots. Mr. Muenow proposed giving the easements back to the property owners. This will allow them to build their house closer to the golf course. Any improvement they make to the lot to improve drainage will be at their expense, as will any subsequent surveys.

Mr. Giuffreda clarified Mr. Muenow is talking about Block 32 Lot 22 to Lot 28. A no build zone is currently implied. Mr. Giuffreda would recommend the Board vote favorably on Mr. Muenow's proposal. Discussion followed. Various questions/comments were asked and answered. Mr. Muenow made a motion to give the easement back to the property owner with the understanding that the property owner pay all cost necessary to remove the easement. Mr. Giardino seconded. The motion passed by unanimous vote.

### Environmental Committee

Mrs. Hoover reported on the success of the beach sweep on May 18. 19 property owner volunteers, 7 bags of trash were collected. The next beach sweep will be in September.

The recent study conducted on the lakes on Seabrook reveal the fish are safe for human consumption. The board walks to the beach are being repaired. Plantings are around the POA Community Center and Pool fence. The 14 acres of wildflowers have been planted. The overgrown vines by the Security gate have been eliminated. As of May 16<sup>th</sup> four turtle nests have been found on the beach. The most recent nest contained 170 eggs. Heavy winds and the Kiawah river migration is moving the sand. This will be an ongoing process.

Mr. Flynn added a comment about how beautiful the beach looks.

Board of Directors Meeting  
May 20, 2002  
Page 3

Plaintiffs' Docs. 003



Seabrook Island Property Owners Association  
Architectural Review Board

**MINUTES**

Tuesday, August 15, 2006, 9:00 AM  
SIPOA Administration Building

***Those Present:***

Mrs. Barbara Pappas, Chairman  
Mr. Richard Trent  
Mr. Frank Farfone  
Mr. John Feldman  
Ms. Lynn Kennedy

***Not Present:***

Mr. Roy Mordhorst, Vice Chairman  
Mrs. Lori Muenow  
Mrs. Bonnie Bensonhaver

***Staff:***

Mr. Coy Foster, ARB Administrator  
Mrs. Brenda Tilson

The meeting was called to order at 9:05 AM. A quorum was present.

***I. Opening Remarks & Overview***

**A. Approval of Minutes of August 1, 2006.**

**Mr. John Feldman moved to approve the minutes of August 1, 2006 with the following clarification:**

**Item III H to read as follows: 2006 Seabrook Island Property Owners Survey: Eight comments out of 530 were noted for the ARB. This represents a 1.5% of all comments submitted.**

**Mr. Richard Trent seconded the motion. The motion passed by unanimous vote.**

**B. Chairman & Staff Updates:**

**1. Chairman Mrs. Barbara Pappas reported the SIPOA Board of Directors heard the appeal of Dr. Patricia Matura, and that after deliberation the appeal was denied.**

C. ARB Assistant Report on Regimes

See Discussion Items.

**II. Presentations:**

- A. Block 32 Lot 22 – 3061 Baywood Drive. Paul & Susan McLaughlin. Architect Whitney Powers presented Preliminary Plans.

**Mr. Frank Farfone moved to approve the Preliminary Plans with the following stipulation:**

- 1. Owner is to assume all responsibility for the underground drainage line at the 20' drainage easement / driveway.**
- 2. Owner is to assume all responsibility for the abandoned drainage easement that may contain a pipe.**
- 3. Property lines must be located prior to any grading because of the Right-Of-Way for the SIPOA 20' drainage easement.**

**Mr. John Feldman seconded the motion. The motion passed by unanimous vote.**

- B. Block 49 Lot 1A – 2978 Deer Point Drive – Mr. Larry Weiss. Architect Michael Karamus will present Preliminary Plans. RESUBMIT. See Agenda July 18, 2006 and August 1, 2006.

**This presentation was not made at the request of the architect.**

**Substitution: Block 18 Lot 03 – 3555 Seaview Drive - Mr. & Mrs. John Foltz. Owner presented changes to the previously approved Remodel plans.**

**Mr. John Feldman moved to approve the changes to the Remodel Plan as presented with the following stipulation:**

- 1. Approval is subject to review of the landscape plan.**

**Mr. Richard Trent seconded the motion. The motion passed by unanimous vote.**

- C. Block 28 Lot 26 – 3173 Seabrook Island Road. Mr. Bill Donahue Contractor Gene Rogers presented Conditional Plans.

**Mr. John Feldman moved to approve the Conditional Plans as submitted. Ms. Lynn Kennedy seconded the motion. The motion passed by unanimous vote.**

Mr. Giardino also reported on the Fourth of July fireworks that are scheduled for Friday, July 5 at North Beach.

### Operations & Maintenance Committee

Mr. Muenow reported on the status of the road re-paving project. Remedial paving will continue until the end of the month. The original construction of the roads do not allow for all of the bird baths to be fixed. The acceptance criteria for bird baths is after a rain, if the water is still standing there after 36 hours Hinkle will attempt to fix them. If not, the road will be accepted.

Mr. Muenow reported that during original construction of the Baywood Drive drainage easements were added. Drainage pipes were subsequently installed on Crooked Oaks with laterals running into each lots. Mr. Muenow proposed giving the easements back to the property owners. This will allow them to build their house closer to the golf course. Any improvement they make to the lot to improve drainage will be at their expense, as will any subsequent surveys.

Mr. Giuffreda clarified Mr. Muenow is talking about Block 32 Lot 22 to Lot 28. A no build zone is currently implied. Mr. Giuffreda would recommend the Board vote favorably on Mr. Muenow's proposal. Discussion followed. Various questions/comments were asked and answered. Mr. Muenow made a motion to give the easement back to the property owner with the understanding that the property owner pay all cost necessary to remove the easement. Mr. Giardino seconded. The motion passed by unanimous vote.

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Mr. Flynn added a comment about how beautiful the beach looks.

Board of Directors Meeting  
May 20, 2002  
Page 3





August 18, 2006

Mr. & Mrs. McLaughlin  
455 South Church Street  
Winston Salem, NC., 27101

Dear Paul & Susan,

The Architectural Review Board has approved the Preliminary Plans submitted for Block 32 Lot 22, Seabrook Island, SC. Please address the following comments of the ARB and re-submit plans for Conditional Review.

1. Owner is to assume all responsibility for the underground drainage line at the 20' drainage easement / driveway.
2. Owner is to assume all responsibility for the abandoned drainage easement that may contain a pipe.
3. Property lines must be located prior to any grading because of the Right-Of-Way for the SIPOA 20' drainage easement.

Please submit Conditional Plans using CADD software (including colors for entry doors, garage doors, and window framing, as well as window frame cladding) by November 20, 2006 to avoid additional review fees. Before releasing the Conditional Plan with the ARB stamp of approval, the ARB is requiring that you submit an updated CD with the following information:

Site Plan

All elevations and design detail

Floor plans

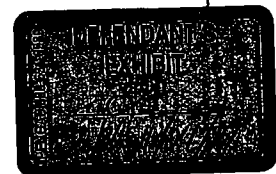
All finishes and colors noted on the plans

Please note that the SIPOA uses AutoCadd LT 2005 software.

Please call me at 843-243-8522 if you have any questions.

Sincerely,

Coy Foster, ARB Administrator  
ARB Admin / Block 32 Lot 22 McLaughlin E 18 08  
CC: Whitby Powers  
184 East Hay Street, Suite 201  
Charleston, SC, 29401





SEABROOK ISLAND  
Property Owners Association

June 19, 2007

Paul and Susan McLaughlin  
309 North Green Street  
Winston Salem, NC 27101

Re: Abandoned Storm Water Drainage System

Dear Mr. and Mrs. McLaughlin:

The purpose of this letter is to inform you of a plan being developed by the Seabrook Island Property Owners Association (SIPOA) to address an abandoned storm water drainage system on your property at Lot 22, Block 32, 3061 Baywood Drive. This older, corrugated metal pipe drainage system was abandoned in 1992 because a parallel drainage system of high-density plastic piping was installed on the Crooked Oaks Golf Course. Our goals in developing this project are as follows:

1. To eliminate a 20-foot wide drainage easement across your property held by the SIPOA. Eliminating the easement will provide you with more freedom to build or expand on your property in the future.
2. To determine the best way to eliminate any future problems associated with the inevitable degradation of the old metal pipe.
3. To minimize any inconvenience to you during the project.

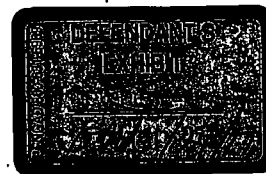
We will begin planning for this project by surveying the affected area of your lot to determine the exact location of the drainage pipe. We will also identify significant trees and landscaping shrubs on your lot that might be affected by future work to stabilize or remove the drainage pipe.

We welcome the opportunity to discuss this planned project with you at any time and will keep you informed as project planning proceeds. If you have any questions, comments or suggestions regarding it, please call John Wells or Henry Fellers at 843 768 0061.

Sincerely,

  
John G. Thompson  
Executive Vice President

JGT:hlf



ROA 481



FENGLD 000-601-8888  
DEFENDANT'S  
EXHIBIT  
4/  
adh 1/24/17



11/12/2009

ROA 482

ROA 483



01/16/2009



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STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS  
)  
) CASE NO.: 2008-CP-10-6975

SEABROOK ISLAND PROPERTY  
OWNERS ASSOCIATION,

Plaintiff,

v.

PAUL DENNIS MCLAUGHLIN and  
SUSAN RODE MCLAUGHLIN,

Defendants,

CERTIFICATE OF SERVICE

BY \_\_\_\_\_  
JULIE J. ARHSTRONG  
CLERK OF COURT

2008 DEC 11 AM 11:58

FILED

This is to certify that I have this date served a copy of the foregoing *Withdrawal of Motion for Temporary Restraining Order* via U.S. Mail and e-mail, with proper postage affixed thereon, to:

Eric J. Davidson, Esquire  
Davidson & Bradshaw, LLC  
125-H Wappoo Creek Dr.  
Charleston, SC 29412

Kathy M. Gulick  
Kathy M. Gulick

CHARLESTON, SC

December 11, 2008

CHARLESTON353095v1

2

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 SEABROOK ISLAND PROPERTY )  
 OWNERS ASSOCIATION, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 PAUL DENNIS MCLAUGHLIN and )  
 SUSAN RODE MCLAUGHLIN )  
 Defendants. )

) IN THE COURT OF COMMON PLEAS  
 )  
 ) Civil Action No. 08-CP-10-6975

**Priority Matter**  
 Emergency Hearing Requested

EX  
 JULIE J. ARMSTRONG  
 CLERK OF COURT  
 2008 DEC -9 AM 11:40

**FILED**

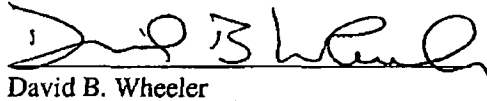
**NOTICE OF MOTION AND MOTION FOR TEMPORARY RESTRAINING ORDER**

**PLEASE TAKE NOTICE** that the Plaintiff, the Seabrook Island Property Owners Association, through its undersigned attorneys, will move before the Presiding Judge, at chambers, Charleston County Courthouse, Charleston, South Carolina, for an emergency hearing as a priority matter at such place and time as the Court may appoint, for an order, pursuant to Rule 65, South Carolina Rule of Civil Procedure, granting an immediate, temporary restraining order against Defendant's further action regarding removal or disruption of a drainage line.

The grounds for this Motion are based upon the Affidavit of Mr. John L. Thompson, attached hereto as Exhibit "A". Plaintiff will sustain immediate and irreparable injury, loss and damage as a result of Defendants' continuing actions, which Defendants have taken and will continue to take, unless the Court enjoins such actions, and it is necessary, given Defendants' ongoing actions, that such action by the Court occur before notice can be served and a hearing held thereon.

**PLEASE BE PRESENT TO DEFEND IF SO MINDED.**

Respectfully submitted,



David B. Wheeler  
Trudy H. Robertson  
MOORE & VAN ALLEN, PLLC  
40 Calhoun Street, Suite 300  
P.O. Box 22828  
Charleston, SC 29413-2828  
Telephone: 843-579-7000  
Facsimile: 843-579-7099

**ATTORNEYS FOR PLAINTIFF**

December 9, 2008

Charleston, South Carolina

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 SEABROOK ISLAND PROPERTY )  
 OWNERS ASSOCIATION, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 PAUL DENNIS MCLAUGHLIN and, )  
 SUSAN RODE MCLAUGHLIN, )  
 Defendants. )

) IN THE COURT OF COMMON PLEAS  
 )  
 ) Civil Action No. 08-CP-10-6975

AFFIDAVIT OF JOHN G. THOMPSON

2008 DEC -9 AM 11:44  
 JULIE J. ARMSTRONG  
 CLERK OF COURT  
**FILED**

Personally appeared before the undersigned officer duly authorized to administer oaths,  
 John G. Thompson, who, on oath, states as follows:

1. I, John G. Thompson, am over eighteen years of age, and of sound mind and body. I am competent to give this affidavit, and it is based upon my own personal knowledge.
2. I am the Executive Director of the Seabrook Island Property Owners Association ("Movant").
3. Defendants are the current property owners of Lot 22, Block 32, located on Baywood Drive, Seabrook Island ("Property"), which Property is governed by and subject to, the various restrictive covenants and bylaws administered by the Movant, Seabrook Island Property Owners Association.
4. A Motion for a Temporary Restraining Order was filed in this case contemporaneously herewith.
5. The issue, which is the subject of the Motion for a Temporary Restraining Order, relates to a drainage easement granted in favor of Movant and related drainage pipe providing

drainage from Lots 21 through 28, Block 32 ( the, "Baywood Lots"), on Baywood Drive in Seabrook Island Development.

6. The related drainage pipe at issue was installed approximately twenty (20) years ago within a twenty-foot (20') easement located on the west side of the Baywood Lots ("The Drainage Easement"). The west side of the Baywood Lots abuts the Crooked Oaks Golf Course owned by the Seabrook Island Club ("Club"), a separate legal entity from the Movant. Movant is the owner of the Drainage Easement and maintains the same pursuant to the applicable Seabrook Island restrictive covenants.

7. In 2002, the predecessor owner of the Property requested that the Movant consider "giving back" the Drainage Easement on the Property. The purpose of the request was believed to be to allow construction of a home in closer physical proximity to the Crooked Oaks Golf Course.

8. On or about May 20, 2002, the Movant approved a motion to give back the Drainage Easement crossing a requesting property owner's lot provided, the "property owner pay all cost necessary to remove the easement . . . ." See Exhibit A (the "2002 Board Resolution"). The Board minutes from that meeting reflect further that "any improvements that [the property owners] make to the lot to improve drainage will be at their expense." Id.

9. On September 11, 2002, the predecessor owner of the Property recorded an approved plat which exhibits the abandonment of the Drainage Easement on the Property, a copy of said plat being recorded in Plat Book EF, page 883. The disposition of the Drainage Easement across the Property was approved on behalf of the Movant. At that time, the drainpipe within the portion of the Drainage Easement crossing the Property remained in place.

10. On or about August 15, 2006, the Seabrook Island Architectural Review Committee (the "ARC") considered the Defendants' preliminary home building plans. The



such time as this Court can have an injunction hearing with notice on the issues presented in Plaintiff's Motion, Affidavit and Complaint requesting declaratory and injunctive relief.

2. Defendant would suffer only slight damages, if any, as a result of the injunctive relief requested by Plaintiff.

3. Plaintiff has raised questions that are so substantial as to make them fair ground for litigation.

4. Plaintiff has demonstrated a likelihood of success on the merits of its claims. Plaintiff supports his Motion for Temporary Restraining Order with the Affidavit of John L. Thompson.

5. A Temporary Restraining Order is appropriate under the facts of this case as the site work is ongoing at present and the drainage pipe could be disrupted, interrupted, altered or destroyed before an injunction hearing with notice can be had by this Court. Therefore,

IT IS ORDERED that the Defendants be temporarily restrained from proceeding further with any disruption, interruption, alteration or destruction of the drainage pipe;

IT IS ORDERED that, on or before \_\_\_\_\_, 2008, security in the amount of \$\_\_\_\_\_ be given by the Plaintiff for the payment of such costs and damages as may be incurred or suffered by the Defendant should it later be determined that they have been wrongfully restrained;

IT IS FURTHER ORDERED that Defendant appears and shows cause at a hearing to be held at the Charleston County Courthouse in Charleston, South Carolina on \_\_\_\_\_, 2008, at \_\_\_\_\_, or as soon thereafter as counsel may be heard, why an order should not be made temporarily enjoining Defendant from disruption, interruption, alteration or destruction of

the drainage pipe pending a full and final hearing of the Plaintiff's Complaint seeking declaratory and permanent injunctive relief.

This the \_\_\_\_ day of December, 2008.

---

Judge, Ninth Judicial Circuit

proposed building, or at least a portion of it, was to be located on that portion of the Drainage Easement. Included within the plans was the excavation and removal or "plugging" of the drainage pipe within the portion of the Drainage Easement crossing the Property.

11. The Defendant's building plans were approved, subject to the conditions that the Defendants would assume all responsibility for "the underground drainage line at the 20' drainage easement/driveway", along with adherence to related Town of Seabrook Island and Charleston County drainage requirements. A copy of the ARC approval is attached as Exhibit B.

12. Upon the removal or plugging of the drainpipe I am aware of no drainage plan or outlet in place for the Property. The only other possible drainage alternative are either a connection from the Property into the drainage system located within the Crooked Oaks Golf Course owned by the Club or a "work-around" or relocation of the drain pipe located on the Property.

13. The Seabrook Island Property Owners Association has also abandoned the portion of the Drainage Easement that crosses Lot 24, upon the request of the owners of said Lot subject to the same conditions as those imposed in connection with the requested abandonment for the Property; however, the owner(s) of Lot 24 are not parties to this action.

14. The Movant has not abandoned the easements for Lots 21, 23, 25, 26, 27 or 28 on Baywood Drive. The Movant therefore seeks to maintain the Drainage Easement for the benefit of these property owners.

15. The Movant has determined that included within the "cost necessary to remove the easement" is the cost of re-working the drainage in a manner that maintains the existing system for Lots 21, 23, 25, 26, 27 and 28. The substitute drainage system for the Property therefore includes the cost of installing alternative drainage in a manner that will not undermine or adversely affect such existing drainage system "downstream."

16. On the basis of a September, 2008 engineering study which confirmed the continuing utility and effectiveness of the existing drain pipe within the Drainage Easement and the adverse effect of removing such a source of drainage, the Movant's Board of Directors revoked the 2002 Board Resolution.

17. Plaintiff is informed and believes that Defendants have begun site preparation work for the building of their house on the Property. Defendants and/or their building contractor have indicated to Plaintiff the plan and intent to destroy and remove the drainage pipe within the abandoned Drainage Easement without first installing a relocated or substitute drainage system. Defendants have refused to acknowledge any duty or obligation on their part to re-work the drainage in a manner that maintains the existing system for Lots 21, 23, 25, 26, 27 and 28. Plaintiff is informed that Defendant's continued actions and destruction of the subject drainage pipe, without some alternative drainage plan, will seriously, adversely and irreversibly impact the Plaintiff's drainage system for Lots 21, 23, 25, 26, 27 and 28.

18. Plaintiff and its property owners will be irreparably damaged by such occurrences, and it is necessary to grant a temporary restraining order until such time as an injunctive hearing with notice can be held to provide protection to the interest of Plaintiff and all parties concerned in maintaining the current drainage system, pending an ultimate trial on the declaratory judgment issues which will be the subject of the attendant Complaint in this matter.

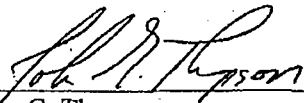
19. Upon information and belief, the impact of the requested relief on the Defendants is minor in comparison to the diminishment of the drainage capacity provided to Lots 21, 23, 25, 26, 27 and 28.

20. Plaintiff requests that the Court enter a Restraining Order prohibiting Defendants and their agents from altering, destroying or otherwise removing the pipe and drainage accessories within that portion of the abandoned Drainage Easement crossing the Property.


20. Plaintiff requests that the Court enter a Restraining Order prohibiting Defendants and their agents from altering, destroying or otherwise removing the pipe and drainage accessories within that portion of the abandoned Drainage Easement crossing the Property.

21. Immediate and irreparable injury, loss and damage will result to Plaintiff if such relief is not granted.

**FURTHER AFFIANT SAYETH NAUGHT.**

  
\_\_\_\_\_  
John G. Thompson

Sworn and subscribed to before  
me this 9<sup>th</sup> day of December, 2008.

  
\_\_\_\_\_  
Notary Public of South Carolina  
My commission expires: 12/16/14

**Moore&VanAllen**

December 9, 2008

The Honorable Julie J. Armstrong  
Charleston County Clerk of Court  
106 Judicial Center  
100 Broad Street  
Charleston, SC 29401

**David B. Wheeler**  
Certified Bankruptcy Specialist  
South Carolina Supreme Court

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Moore & Van Allen PLLC

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Charleston, SC 29401-3535

Mailing Address:  
Post Office Box 22828  
Charleston, SC 29413-2828

**Re: *Seabrook Island Property Owners Association /  
Paul Dennis McLaughlin, et.al***  
**Case No. 08-CP-10-\_\_\_\_\_**  
**MVA File No. 028553.103**


Dear Julie:

Enclosed for filing in the above referenced matter is an original and one copy of a Summons and Complaint accompanied by a check in the amount of \$150.00, and also an original and one copy of a Notice of Motion and Motion for Temporary Restraining Order accompanied by a check in the amount of \$25.00. Please file and return the filed-stamped copies to the courier delivering the enclosed.

With kind regards, I remain

Very truly yours,

MOORE & VAN ALLEN PLLC



David B. Wheeler

DBW/ecp  
Enclosures – As Stated

cc: Seabrook Island Property Owners Association

COUNTY OF CHARLESTON  
IN THE COURT OF COMMON PLEAS  
SEABROOK ISLAND POA

Case No.: 2008-CP-10-6975  
versus PAUL DENNIS MCLAUGHLIN

PLAINTIFF(S)

DEFENDANT(S)

**CHECK ONE:**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and the verdict has been rendered.
- DECISION BY COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. nonsuit)  
 Rule 43(k), SCRPC(Settled);  Other -
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING THE LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order. (Formal order to follow)  
 Statement of Judgment by the Court:

Court advised case dismissed per Attorney Fowler.

dated at Charleston, South Carolina, this 7th day of January

, 2011.  
*[Signature]*  
PRESIDING JUDGE

FILED  
2011 JAN 27 PM 3:09  
JULIE J. ARMSTRONG  
CLERK OF COURT

his judgment was entered on the \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, and a copy mailed first class this \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_\_\_, to attorneys of record or to parties (when appearing pro-se) as follows:

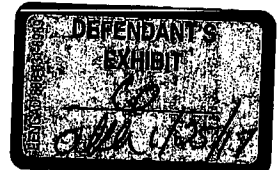
ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

LaIne Fowler

DCA SCRP Form 4 Revised 6/2008

Clerk of Court



**From:** Paul McLaughlin  
**To:** 'Whitney Powers' ; 'Julie Hensley'  
**Sent:** Tuesday, June 02, 2009 3:31 PM  
**Subject:** FW: [SPAM]RE: Our House

FYI

Paul D. McLaughlin  
President  
Moravian Ministries Foundation in America  
455 S. Church Street  
Winston-Salem, NC 27101  
Toll Free: 888.722.7923, ext. 1301  
Fax: 336.723.1222  
[pmclaughlin@mmfa.info](mailto:pmclaughlin@mmfa.info)  
[www.mmfa.info](http://www.mmfa.info)

[mmfa .logo .jpg](#)

**From:** Scott Wallinger [<mailto:rswalli@bellsouth.net>]  
**Sent:** Tuesday, June 02, 2009 3:18 PM  
**To:** 'barbara measter'  
**Cc:** 'John Thompson'; 'Paul McLaughlin'  
**Subject:** FW: [SPAM]RE: Our House

Barbara, we're trying to bring this matter to a rapid and amicable conclusion, but Paul McLaughlin is making legal assertions with financial demands. Because of that, response should come from you as chair of our Legal and Government Relations Committee and I will withdraw from the discussion.

Regarding the termination box at the property line, if Mr. McLaughlin wants compensation for having any portion of the box on his land we will just put it all on the Ralph's side of the line.



Scott Wallinger

**From:** Paul McLaughlin [mailto:paul@mmfa.info]  
**Sent:** Tuesday, June 02, 2009 2:35 PM  
**To:** 'Scott Wallinger'  
**Cc:** jthompson@sipoa.org  
**Subject:** [SPAM]RE: Our House

Scott,

The end of the pipe is brick and concrete. I don't know how close we cut it to the Ralph's property line, since we didn't want to cross that property line ? but there is portion still on our lot.

If I might say: This solution should have been put forth last year. I should not have had to sit thru meetings, incur delays and costs, and be wrongly told that our easement had not been abandoned. John Genovese has notes from his meeting with the legal committee, when he was GMOC Chair, and when Sam Reed was Legal Chair, where he advised the Committee of all the facts ? including our abandoned easement. The presentation of the false information at the September meeting with our neighbors was the cause of the discord among the neighbors. It conveyed information to our neighbors that was false and left the impression that we were intending to do something wrong and were unreasonable And, for this: The POA is responsible. It also resulted in significant and unnecessary legal fees, that were also incurred as the result of the foolish and frivolous attempt by the POA to take us to court on two occasions. I have very reliable information, from a very credible source, that the POA Legal Committee knew it did not have a case against us and was simply using the courts and us as tools for the court to rule on the easement on the rest of the properties.

I would like reimbursement for these legal expenses (\$5240.00) from the POA, as a condition to agreeing to your plan and allowing any work on our property. I would also like a five month extension for from the ARC for completing our home, if needed, and without any cost to us. This delay is solely the result of the POA's handling of the matter.

This entire situation has been so poorly handled and I am very angry that my wife and I have been wrongly accused and labeled for creating this problem. Nothing could be further from the truth!

Paul

Paul D. McLaughlin  
President  
Moravian Ministries Foundation in America  
455 S. Church Street  
Winston-Salem, NC 27101  
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[pmclaughlin@mmfa.info](mailto:pmclaughlin@mmfa.info)  
[www.mmfa.info](http://www.mmfa.info)

[mmfa logo.jpg](#)

**From:** Scott Wallinger [<mailto:rswalli@bellsouth.net>]  
**Sent:** Tuesday, June 02, 2009 1:14 PM  
**To:** 'Paul McLaughlin'  
**Cc:** 'John Thompson'  
**Subject:** RE: Our House

Paul, I reviewed your proposed drainage plan last week with John Thompson and overall it looks OK. The use of French drains tied into the junction box between you and the Craters is consistent with one of Bob George's earlier suggestions. On the side adjoining the Ralph's, you've provided a buffer to prevent water flow onto their property.

John Thompson and I are recommending to the SIPOA Board that we cut the remainder of the original pipe at your property line with C. R. Ralph and install a proper drain box with a surface grating at SIPOA expense. Since we don't know how you closed the end of the pipe when you removed the segments across your lot, and since we intend to maintain the rest of the pipe in the future, we want to be sure it has a properly engineered ending -- and it makes sense to include a surface drain. We've asked Bob George to give us a quick comment on that since he's already surveyed the pipe itself and we don't expect a delay in hearing from him. We want you to have the opportunity to take that into consideration in your own final plan in case that would offer you any advantage.

We are also pointing out to all of the lot owners along the original drainage easement that the drain only provides a rapid outlet after a rain for land that is higher than the surface drain gratings. It provides a little drainage for lower areas but very slowly via the bands where the pipe sections are joined. That's coincidental and not a design feature. Property owners who are concerned about rapid removal of surface water should fill low-lying areas on their property to make them higher than the surface grates. To ensure that any such filling won't cause water to run onto adjoining lots, we need adequate surface drains for each lot.

We expect to be in a position to move ahead with your and SIPOA plans within a few days.

Scott

**From:** Paul McLaughlin [<mailto:paul@mmfa.info>]  
**Sent:** Sunday, May 31, 2009 8:38 PM  
**To:** 'Scott Wallinger'  
**Subject:** Our House

Dear Scott,

As you know, we are building our house on Baywood, on a lot granted relief of an easement in 2002. We can debate whether the Board was correct in taking this action back in 2002; nevertheless, the POA abandoned the easement on

our property and this is a legal fact. In July 2008, acting under the approval of the ARC, the Town, and the County, we moved forward with the construction of our home. As authorized by the POA, we planned to remove the pipe from our property. However, for almost five months we were held up because of discord by our neighbors and the POA's very poor handling of the matter. On two occasions, the POA threatened to take us to court, but was finally convinced by your lawyer that it had no case; and, we made clear our intention to pursue compensatory and punitive damages from the POA in the very likely event the POA did not prevail with its knowingly frivolous litigation.

Once the matter was settled between our lawyers, we returned to the effort of building our house and let bygones be bygones.

A few weeks ago the area was hit with heavy rain and in low lying areas throughout Seabrook and the region, many properties experienced a considerable amount of standing water. The neighbors went to the POA to complain about their problem ? as if the POA is responsible for their long standing water problem. We saw the photos and sent them to our landscape architect and asked her to revisit our ARC approved landscape plan to see what could be done to reduce the flow of rain water into and from our neighbor's property, and to facilitate the dissipation of sitting water on our property. We took this action voluntarily. We were and are under no obligation to do anything. It was simply a gesture of goodwill to deal with an unusual problem after very heavy rains.

Let me stop at this point and speak to some very important facts:

1. **Our neighbors have a long standing problem in their backyard that pre-dates our purchase of the lot.** We observed large pools of rain water sitting in their backyard on many occasions after heavy rains ? long before we contemplated buying the lot or building our house.
2. **The topography of their lot is akin to a bowl;**
3. **Water always seeks the lowest point.** In this case ? **the bottom of the bowl is located in their backyard.** One does not need to be an hydraulic engineer to see and understand the problem the neighbors have. Why our neighbors never did anything to fix their problem is beyond my understanding.
4. **Our builder offered to install two ground level drains that would connect to the pipe on their property at cost** (he estimated it would cost \$500, at very most) **to NO avail.**

In any case, we filed our proposed plan with the ARC and waited for a response. Last week I wrote Heather and told her that we would soon begin clearing and rough grading our lot, and would like an update on our proposal.

I was told they were waiting for Mr. George to return from vacation. This was the first I heard that Mr. George would have any role in reviewing our plan and I expressed serious concern on a number of scores.

As I stated in emails to Heather and John: We are under NO obligation to do anything. We have an ARC approved landscape plan and can simply proceed with this plan. We initiated a revised plan and voluntarily submitted it to the ARC

If the POA wants help out the neighbors deal with their problem ? go ahead; although, I think this would establish a very dangerous and potentially costly precedent. There are many other private properties on SI that have standing water problems. Will the POA take on the financial obligation to fix these problems on non-POA properties? If the POA intends to so, I have a bill for \$10,000 for which I will seek reimbursement.

As I also stated to John: We are not going to spend a dime more than we have already to deal with this matter. Certainly, If it is only a matter of moving one of the proposed grates or increasing its size, or extending a proposed berm - we will consider these suggestions, but we will not participate in any discussion or negotiations, the likes of which delayed our construction for five months. And we are not going to spend anymore of our money or further delay construction.

The core of the water problem on Baywood has nothing to do with the pipe that once crossed our property. In fact, I forwarded Mr. George's report to a civil engineer with 30 years of experience and asked for his professional opinion. He told me: 1) Since the pipe had and has no surface drains or other means of collecting surface water, the notion that it could or would alleviate standing water problems defies logic and common sense; 2) the pipe served only one purpose - to partially divert storm water from the street that runs thru the pipe parallel to our property to the drain pipe on the golf course; however, that parallel pipe that divides the Craters and our properties is more than adequate to deal with storm water from the street. Now that it is capped, the remaining pipe serves no purpose; 3) The notion that any property-owner would want a pipe that age to remain in their property would be foolish, because of the possibility of it collapsing and creating a sink hole. And, if there are already leaks, he said, they will only worsen in time and increase the possibility very serious and costly problems for the property-owners and the POA; and, 4) The problem with the standing water is a function of topography, the absence of drainage plan for those individual properties, and the fact that SI is a barrier island with a high water table. (This is one of the reasons why the building code and flood insurance requirements caused our house to be built 14 feet above sea level. If SI didn't have these issues ? everything would be built at ground level.)

In my opinion, what is going is our neighbors are simply trying to get the POA

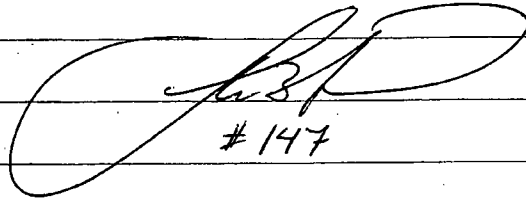
and/or us to fix a problem on their property and they want us to spend our money ? not theirs. They could easily address their problem, if they wanted. Instead, they complain to the POA, yell at us, and take no responsibility to fix their problem. And, for them to say that they did not have serious water problems for many years, is simply not true.

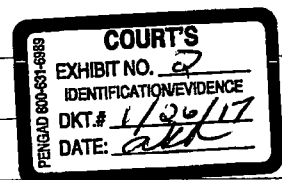
Returning to the purpose of my letter: We have a plan before the ARC. Our licensed landscape architect has studied the topography and vegetation of our lot and revised the original plan. We voluntarily submitted this revised plan to the ARC. We were and are under no obligation to do anymore than what was originally approved by the ARC. For almost five months, construction on our APPROVED and permitted house was wrongly held-up by the POA. We have done everything we have been required and ask to do. In fact, we offered to grant the POA an easement to install a new connection Mr. George proposed ? only to be told that we not only had to grant the easement on our property, but would be responsible to pay for installing Mr. George?s plan. (Our offer for the easement is permanently off the table. We will not entertain any further discussions on this point. If the POA would like to propose the same arrangement with our neighbors ? including the same cost sharing arrangement - we have no objections, as long as everything is on their property.) We have not violated any ARC, POA or public rules or regulations. We have been threatened with frivolous litigation. We have never asked or expected special consideration. Very simply ? we want to build and enjoy our home and are increasingly angry about the harassment by the neighbors and the POA. The drainage problem our neighbors have is theirs ? not ours.

Finally, our construction schedule will not be delayed any longer than it has already been delayed by the POA. Our house should have already been completed by now. The previous delay has already cost us money. The POA should be ashamed of itself in its handling of this entire affair. It has spent property-owners funds unwisely and has nothing to show in return ? except discord among neighbors and anger directed towards the POA. We expect our plan to be approved and for this silliness to end.

Paul D. McLaughlin

CAN we get the statements by Howard Yates about  
~~the~~ who needs to agree to abandon an easement re-read?

  
#147



WE CAN NOT COME TO A CONSENSUS WE, THE  
JURY APOLOGIZE

*[Handwritten signature]*  
#147

FENGAD 800-801-8888	COURT'S
	EXHIBIT NO. <u>3</u>
	IDENTIFICATION/EVIDENCE
	DKT.# <u>alt</u>
DATE: <u>1/26/17</u>	



### **Burden of Proof**

- In a civil case, the Plaintiff has the burden of proof.
- The burden of proof is proof by a preponderance of the evidence.
- A preponderance of the evidence simply means the greater weight of the evidence.
- It is evidence, which, when viewed as a whole, shows that the fact sought to be proved is more likely true than not true. This can be illustrated by imagining a set of scales. When the case begins, the scales are even. After all of the evidence has been presented, if the scales remain even or if they tip even slightly in favor of the defendant, then the plaintiff has failed to meet the burden of proof and would not be entitled to recover in this case. If, on the other hand, the scales tip even slightly in favor of the plaintiff, the plaintiff will have met the burden of proof and you should return a verdict for the plaintiff.
- The preponderance of the evidence is not determined by the number of witnesses. Instead, it must be determined by the greater weight of all of the evidence.

### **Direct and Circumstantial Evidence**

- There are two types of evidence that are generally presented during a trial—direct evidence and circumstantial evidence. Direct evidence directly proves the existence of a fact and does not require deduction. Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact.

### **Expert Witness**

- Ordinarily people cannot testify as to their opinion about something in Court.
- An exception is made for expert witnesses.
- They are experts because of experience of education or specialized training in some area.
- They may give their opinion and state their reasons for their opinion.

- An owner's intention to abandon an easement need not appear by express declaration, but may be inferred from all the facts and circumstances of the case.
- It may be inferred from the acts and conduct of the owner and the nature and situation of the property, where there appears some clear and unmistakable affirmative act or series of acts clearly indicating, either a present intent to relinquish the easement, or purpose inconsistent with its further existence.
- The burden to prove abandonment is on the party claiming abandonment and such proof must be shown by clear and unequivocal evidence.

### **Trespass**

- The plaintiff claims that the defendant trespassed on the plaintiffs' property. In order to recover for trespass, the plaintiff must prove by a preponderance, or greater weight, of the evidence that the plaintiff was in legal possession of the property; that the defendant or the defendants' agent voluntarily entered the plaintiffs' property or committed an intentional physical interference with the plaintiffs' present right to possess the property; and that the entry or interference was made without the plaintiffs' permission.
- The entry or interference by the defendant must be intentional. Intent is proved by showing that the defendant acted voluntarily and knew or should have known that the result would follow the act. Motive or malice on the part of the defendant is not required. The defendant does not have to intend damaging consequences, but only must intend the act which constituted the unwarranted entry on the plaintiffs' property or the interference with the plaintiffs' right of possession.
- If you find that the defendant committed an unauthorized entry onto the plaintiffs' property or an intentional interference with the plaintiffs' right of possession of the property, you must

### **Affirmative Defenses**

#### **Mitigation of Damages**

- The defendants claim that the plaintiffs failed to mitigate their damages. The defendants must prove by a preponderance, or greater weight of the evidence, that the plaintiffs could have taken action to avoid or reduce their damages.
- A party who has suffered injury or damage from the actionable conduct of another is under a duty to make all reasonable efforts to minimize the damages incurred. To the extent that he reasonably could have so minimized those damages and failed to do so, he is not entitled to recover from the other party. In other words, one cannot recover any damages that might have been avoided by the use of reasonable care and diligence. A plaintiff's failure to mitigate damages allows the defendant to avoid only those damages that reasonably could have been avoided by the plaintiff.
- An injured party is required to do that which an ordinary, prudent person would do under similar circumstances to mitigate his damages. However, the injured party is not required to unreasonably exert himself or incur substantial expense in an effort to mitigate damages.

#### **Verdict**

- A verdict in this case cannot be based upon sympathy, passion, prejudice, or emotion, or on some other consideration not found in the evidence.
- Your verdict must be unanimous.