THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

RECEIVED
JUN 14 2018
SC Court of Appeals

Case No. 2016-CP-10-1560
Appellate Case No. 2017-002546

CARPENTER BRASELTON, LLC, ... Appellant,

vs.

ASHLEY ROBERTS, JEREMY COOK, and
SALAHEDDINE EZZAOUDI, ... Respondents.

RECORD ON APPEAL – VOLUME I

John E. Rosen (SC Bar No. 72625)
Liam D. Duffy (SC Bar No. 102234)
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Demetri K. Koutrakos (S.C. Bar No. 11318)
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ATTORNEY FOR RESPONDENTS

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Carpenter Braselton, LLC ☐ Plaintiff v. Ashley Roberts; Jeremy Cook, Et Al. ☒ Defendant.	))))))))))	IN THE COURT OF COMMON PLEAS CASE NO. 2016-CP-10-1560 MOTION AND ORDER INFORMATION FORM AND COVER SHEET

Plaintiff's Attorney:	Defendant's Attorney:
John E. Rosen, Esq., Bar No. Address: PO Box 893, Charleston, SC 29402 phone: 843-577-6726 fax: e-mail: jrosen@rrhlawfirm.com other:	Demetri K. Koutrakos, Esq., Bar No. 11318 Address: PO Box 1390, Columbia, SC 29202-1390 phone: 803-404-6900 fax: 803-404-6902 e-mail: jimkoutrakos@callisontighe.com other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion:
Estimated Time Needed: Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☒ Form Motion/Order
I hereby move ~~for relief~~ or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant — May 15, 2017 Date submitted

SECTION III: Motion Fee

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

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	_____ JUDGE CODE: _____ Date: _____

CLERK'S VERIFICATION

Date Filed:
Collected by: _____

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

SCCA/233 (11-03)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

FILED
2017 MAY 30 PM 3:03
JULIE ARMSTRONG
CLERK OF COURT
BY

CONSENT ORDER OF REFERENCE

Upon motion of Demetri K. Koutrakos, attorney for Defendants, and it appearing that the Plaintiff, by and through its counsel, has consented to this referral as appears below; and it further appearing that this is a proper matter to refer to The Honorable Mikell R. Scarborough, as Master-In-Equity for Charleston County;

Now, therefore, IT IS ORDERED that the above-captioned case be and the same is hereby referred to The Honorable Mikell R. Scarborough, as Master-In-Equity for Charleston County to make appropriate findings of fact and conclusions of law with the authority to enter a final judgment in this case; and

IT IS FURTHER ORDERED that any appeal from the final judgment in this case shall be to the South Carolina Court of Appeals.

AND IT IS SO ORDERED.

The Honorable Deadra L. Jefferson
Chief Judge for Administrative Purposes
Ninth Judicial Circuit

5/25, 2017
Charleston, South Carolina

CONSENT ORDER OF REFERENCE
Case No. 2016-CP-10-1560

I SO MOVE:

Demetri K. Koutrakos
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite #200
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900

Attorneys for Defendants

I CONSENT:

John E. Rosen
Rosen, Rosen & Hagood, LLC
151 Meeting Street, Suite #400
P. O. Box 893
Charleston, SC 29402
Telephone: 843-577-6726
Email: jrosen@rrhlawfirm.com

Attorneys for Plaintiff

1020.790/1026.031\ConsentOrder-Reference

2nd day

CALLISON TIGHE

Demetri "Jim" K. Koutrakos
803.404.6900
JimKoutrakos@callisontighe.com

May 15, 2017

The Honorable Julie J. Armstrong
Clerk of Court
100 Broad Street, Suite #106
Charleston, SC 29401-2210

RE: Carpenter Braselton, LLC vs. Ashley Roberts, *et al.*
Case No. 2016-CP-10-1560

Dear Ms. Armstrong:

Please be advised that I represent the Defendants in the above-referenced matter. John E. Rosen represents the Plaintiff. Enclosed herewith please find an original and one (1) copy of a proposed Consent Order of Reference in the above-referenced matter, which has been signed by Mr. Rosen and me. Kindly have the Consent Order signed by the appropriate judge and return a clocked-in copy to the undersigned in the envelope provided.

The submission of this Consent Order of Reference resolves the Motion for Order of Reference filed on behalf of the Defendants, which is currently scheduled for a hearing on Thursday, May 18, 2017 at 9:30 a.m. Accordingly, that Motion no longer needs to be heard and I would respectfully request that it be removed from this week's motion docket.

By copy of this letter, I am advising Plaintiff's counsel of this communication with the Court.

Please feel free to contact my office with any questions.

With kind regards, I am

Sincerely yours,

CALLISON TIGHE & ROBINSON, LLC

Demetri "Jim" K. Koutrakos

DKK:ksr
Enclosures
cc (w/enc.): John E. Rosen, Esquire
1020.790/1026.031\Clerk.004

1812 Lincoln Street, Suite 200, Columbia SC 29201
PO Box 1390 Columbia South Carolina 29202
PHONE 803.404.6900 FACSIMILE 803.404.6902

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258
RETURN SERVICE REQUESTED

CHARLESTON COUNTY SOUTH CAROLINA

clerkofcourt.charlestoncounty.org

28

JOHN EDWARD ROSEN
PO BOX 893
CHARLESTON SC 29402-0893

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRCP

Master's Order-Mot for Sum Judg is Granted

CASE NO: 2016CP1001560
Carpenter Braselton LLC VS Ashley Roberts , defendant, et al

This judgment was entered on the 27th day of September, 2017, and notice mailed first class on Friday, September 29, 2017, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at http://clerkofcourt.charlestoncounty.org or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours.

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

FILED
2017 NOV 17 PM 2:17
JULIE J. ARMSTRONG
CLERK OF COURT

This matter was referred to me by order of reference entered April 3, 2017, and came before me on September 21, 2017, on a motion for summary judgment filed by Defendants Ashley Roberts n.k.a. Ashley Roberts Cyronak, Jeremy Cook, and Salaheddine Ezzaoudi ("Defendants"). Defendants moved for summary judgment on their Counterclaims and on Plaintiff's Complaint arguing there are no genuine issues of material fact and Defendants are entitled to judgment as a matter of law.

Demetri K. Koutrakos, Esquire appeared on behalf of Defendants. John E. Rosen, Esquire appeared on behalf of Plaintiff.

After considering the briefs and materials submitted by the parties and the arguments of the parties, I find Defendants are entitled to summary judgment and, therefore, grant Defendants' motion for summary judgment.

FACTS

The facts viewed in the light most favorable to Plaintiff, the non-moving party, are as follows:

1. **Subdivision of the property and the Plat.**

In 1990, the heirs of James Roper subdivided an 11.95-acre tract to create five lots, Lots C-1, C-2, C-3, C-4, and C-5, with a private road to access those lots. The property was surveyed by F. Elliotte Quinn, III, a professional land surveyor, who prepared a plat entitled "PLAT OF THE SUBDIVISION OF A 11.95 TRACT (5.95 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS ON JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA." This plat was recorded December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130 ("the Plat").

Charleston County was required to approve the subdivision of the 11.95-acre tract into five lots. On June 22, 1989, Mr. Quinn's surveying company applied for subdivision approval. During the permitting and approval process for the subdivision, the Charleston County Planning Board determined that one of the five lots, Lot C-1, met the current minimum health department standards for a modified conventional sub-surface disposal system.

The Charleston County Planning Board, based on a letter from DHEC dated September 6, 1989, determined that four of the five lots, Lots C-2, C-3, C-4, and C-5, did not meet the current minimum health department standards for a modified conventional sub-surface disposal system.

On July 5, 1989, the Heirs of James Roper wrote the Charleston County Planning Board and stated as follows:

> Re.: Application #13511; Heirs of James Roper
>
> Dear Sirs:
>
> We the Heirs of James Roper would like to request variances from sections of the Charleston County Subdivision regulations due to the fact that we are trying to subdivide this tract for family purposes. We as heirs of James Roper, Sr. are ourselves getting old and would like to straighten out the title of this property prior to our deaths so that our children and grandchildren don't have the problems associated with heirs property.

> Through the years this tract which once stretched from Riverland Drive to the marshes of the Stono River, has been subdivided until this 5.95 Acre tract remained with only a 20' access connecting it to Bradham Road. We cannot give an additional 5' for road right-of-way due to the fact that a great portion of it would have to come from someone else's property. We are aware that this land possesses very poor soil conditions for septic systems and would like to request that the subdivision be approved with the stipulation that any lot which will not support a septic system be restricted from becoming a building lot until such time that public sewer service can be provided to that lot.
>
> Please consider our request and thank you for your time.

According to Mr. Quinn, the Charleston County Planning Board then required the following language be placed on the Plat:

- THIS LOT MEETS CURRENT MINIMUM HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM (FOR LOT C-1 ONLY)
- THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES[1]

Quinn Aff. ¶ 8.

Also, according to Mr. Quinn, these notations were placed on the Plat by Charleston County to indicate that Charleston County would not, at that time, approve building permits for Lots C-2, C-3, C-4, and C-5, because those lots did not meet current minimum standards for a modified conventional sub-surface disposal system. Lot C-1 did meet the current minimum standards for a modified conventional disposal system, and that is why Charleston County did not say Lot C-1 was not to be used for building purposes. *Id.* ¶ 9.

Mr. Quinn further stated in his affidavit that these notations on the Plat were not requested to be placed on the Plat, and were not placed on the Plat, by or at the request of the

[1] This language is derived from Standard Subdivision Stipulations that Charleston County used at that time. *Chas. Planning Dept. FOIA* Response 3/7/17 p. 4.

heirs of James Roper and these notations on the Plat were not, and are not, restrictions from use placed on Lots C-2, C-3, C-4, & C-5 by the heirs of James Roper. *Id.* ¶ 10.

The heirs of James Roper indicated to Mr. Quinn they wanted the ability to build residential homes on all five lots. Charleston County required that each lot be suitable for a septic system before issuing building permits. At that time, lots would not be suitable for a septic system if they did not "perk."[2] At that time, Charleston County would not permit septic systems on four of the lots because four of the lots did not "perk." Apparently, at that time, Lot C-1 did perk, but the others did not. That is why Charleston County placed a different notation for Lot C-1 on the Plat. *Id.*

These notations were placed on the Plat by Charleston County to warn buyers of issues related to sewer disposal services. *Id.* ¶ 11. Charleston County would not permit buildings to be placed on Lots C-2, C-3, C-4, and C-5 because, at that time, those lots did not meet the current minimum standards for a sewer disposal system, because those lots did not "perk." *Id.*

The Plat was approved by Charleston County, as indicated on the Plat, on December 4, 1990.

2. <u>Acquisition of Lots</u>.

A. Lot C-5: Plaintiff Carpenter Braselton, LLC.

Lot C-5 is described as follows:

> All that certain lot, piece or parcel of land, situate, lying and being at the end of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 31,845.3 square feet of highland and six (6) acres of marshland, more or less, and known and designated as LOT C-5 on a plat entitled, "PLAT OF THE SUBDIVISION OF A 11.95 TRACT (5.95 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS ON JAMES ISLAND,

[2] A perc or perk test is or was used to evaluate the suitability of soils for septic tank systems to see if the soil properly absorbs fluids.

CHARLESTON COUNTY, SOUTH CAROLINA," made by F. Elliotte Quin, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

BEING the same property conveyed to Carpenter Braselton, LLC by deed of Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 255.

TMS: 341-00-00-029

Plaintiff Carpenter Braselton, LLC owns Lot C-5. Plaintiff purchased Lot C-5 by deed of Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 256.

Herbert Brown acquired the property by deed of Virginia R. Brown a/k/a Virginia Roper Brown, dated February 22, 1995, and recorded February 22, 1995, in the RMC Office for Charleston County in Book U-252 at Page 034; by Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007, and filed in the Clerk of Court of Common Pleas on June 13, 2007, ordered by the undersigned ("Decree Quieting Title"); and by confirmatory deed of the undersigned, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 283.

Lot C-5 is unimproved. Of all the lots in this case, Lot C-5 is closest to the Stono River.

B. Lot C-4: Defendant Salaheddine Ezzaoudi.

Lot C-4 is described as follows:

All that certain piece, parcel or lot of land, situate, lying and being on the South Side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 24,0062.7 square feet of land, more or less and known and designated as Lot C4 on a plat entitled "Plat of the Subdivision of 11.95 acre tract (5.95 highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130, RMC Office for Charleston County.

5.

BEING the same property conveyed to Perciel R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper by Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007 and filed in the Clerk of Court of Common Pleas on June 13, 2007 ordered by the Honorable Mikell R. Scarborough, Master in Equity for Charleston County and by Master's Deed dated June 15, 2007 and recorded July 10, 2007 in the RMC Office of Charleston County in Book T631 at Page 287.

TMS No: 341-00-00-072

Defendant Salaheddine Ezzaoudi owns Lot C-4, having acquired it from Perceil R. Delaine, James A. Roper, III, Mildred R Anderson, Ruby Roper and Raymond Roper by Deed executed on various dates in 2013 and recorded August 1, 2013, in the RMC Office for Charleston County in Book 349 at Page 974.

Perceil R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper acquired Lot C-4 by the Decree Quieting Title and by confirmatory deed of the undersigned, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 287.

Lot C-4 is unimproved.

C. Lot C-3: Defendants Ashley Roberts and Jeremy Cook.

Lot C-3 is described as follows:

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 23,669.9 square feet, more or less, and known and designated as Lot C3 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB, Page 130, RMC Office for the County of Charleston.

BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to Ruth Craig dated June 15, 2007 and recorded July 10, 2007 in Deed Book T631 at Page 279.

TMS No: 341-00-00-073

Defendants Ashley Roberts and Jeremy Cook own Lot C-3, having acquired it from Ruth R. Craig, by her attorney-in-fact Percile DeLaine, by Deed dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 712.

Ruth R. Craig acquired Lot C-3 by the Decree Quieting Title and by confirmatory deed of the undersigned, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 279.

On July 30, 2007, the City of Charleston Department of Planning approved the plans for the construction of a home on Lot C-3.[3] The City of Charleston Department of Planning noted as follows:

> The plans submitted for the development of the above referenced property have been reviewed and approved by the City of Charleston Zoning Division and Architecture & Preservation Division.
>
> The above referenced property has a base zoning classification of SR-1 (Single Family Residential) under the City of Charleston Zoning Ordinance. The use of "881. One family detached dwelling" is a permitted use in the SR-1 district. There are currently no pending zoning violations on this property. Legal non-conforming uses are subject to the restrictions contained in Article 1, Part 2 of the Zoning Ordinance.
>
> The architectural and structural design including all necessary elevation and plan views were in accordance with building requirements set by the Board of Architectural Review (BAR).

Defendants Ashley Roberts and Jeremy Cook constructed a home on Lot C-3, which construction was completed February 5, 2009.

---

[3] The Planning Department provided this approval for construction of a home on both Lot C-3 and Lot C-2, although a home was only constructed on Lot C-3.

D. Lot C-2: Defendants Ashley Roberts and Jeremy Cook.

Lot C-2 is described as follows:

> All that certain piece, parcel or lot of land, situate, lying and being on the south side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 1.26 acres, more or less, and known and designated as Lot C2 on a plat entitled "Plat of the Subdivision of a 11.95 acre tract (5.95 Highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded on December 31, 1990, in Plat Book CB, Page 130, in the RMC Office of the County of Charleston.
>
> BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to John Fleming dated June 15, 2007 and recorded in Deed Book T631 at Page 275.
>
> TMS No: 341-00-00-074.

Defendants Ashley Roberts and Jeremy Cook own Lot C-2 having acquired it from John W. Fleming by Deed dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 717.

John W. Fleming acquired Lot C-2 by the Decree Quieting Title and by confirmatory deed of the undersigned, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 275.

Lot C-2 is unimproved.

3. <u>This Action</u>.

A. Plaintiff.

Edward L. Terry is the authorized agent of Plaintiff. His wife is the sole member and manager of Plaintiff. Mr. Terry has developed numerous subdivisions in multiple states. He has developed approximately 20 subdivisions in South Carolina. Some of the subdivisions he developed were restricted by traditional covenants, conditions, and restrictions. Mr. Terry was

extensively involved in the purchase of the property, reviewing documents and visiting the property.

B. Plaintiff's Complaint.

On March 28, 2016, Plaintiff filed this action against Defendants. Plaintiff claims the notation on the Plat that Charleston County mandated be placed on the Plat and which provides "THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES," creates a restriction that the lots not be used for building purposes and be limited to agricultural uses.

Plaintiff has asserted claims for injunctive relief and declaratory relief.

C. Defendants' Answers and Counterclaims.

Defendants denied the material allegations of the Complaint and asserted various affirmative defenses.

Defendants asserted counterclaims for declaratory relief asking the Court to declare Defendants own their lots free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

Defendants asserted counterclaims to quiet title to their respective lots in their respective names free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

4. <u>Plaintiff's Adjacent Property</u>.

In its Complaint, Plaintiff claims it derives a benefit from the alleged restriction. Among other benefits, Plaintiff claims the restriction allows Plaintiff to experience and benefit from the "views, peace, and comfort of the undeveloped properties." *Complaint* ¶ 23.

Despite this claimed concern by Plaintiff regarding "views, peace, and comfort of the undeveloped properties," Plaintiff constructed a two-story single-family residence on property it owns adjacent to Lot C-5, which property is located at 2284 Lucky Road. *Terry Dep.* p. 37, ex. 11. Plaintiff constructed a two story "Barn," which has horse stables on the first floor. *Id.* The second floor contains an office apartment with two bedrooms and one bath. People spend the night at this building. *Id.* p. 38.

ANALYSIS/DISCUSSION

"The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it at the time of execution." *Hardy v. Aiken*, 369 S.C. 160, 166, 631 S.E.2d 539, 542 (2006). "Restrictive covenants are contractual in nature, so that the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *S.C. Dep't of Natural Res. v. Town of McClellanville*, 345 S.C. 617, 622, 550 S.E.2d 299, 302 (2001) (quoting *Taylor v. Lindsey*, 332 S.C. 1, 4-5, 498 S.E.2d 862, 863-64 (1998)).

With that in mind, "restriction[s] on the use of property must be created in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property." *Hamilton v. CCM, Inc.*, 274 S.C. 152, 157, 263 S.E.2d 378, 380 (1980). In addition, "a covenant must express the purpose of the parties thereto to be valid and enforceable and it must not be too indefinite." *Vickery v. Powell*, 267 S.C. 23, 28, 225 S.E.2d 856, 858 (1976).

In construing restrictive covenants, ambiguities must be strictly construed against the party seeking to enforce them, here, Plaintiff, and strictly against limitations upon the property's free use. *Sea Pines Plantation Co. v. Wells*, 294 S.C. 266, 270, 363 S.E.2d 891, 893-94 (1987);

Seabrook Island Prop. Owners Assoc. v. Marshland Trust, Inc., 358 S.C. 655, 662, 596 S.E.2d 380, 383 (Ct. App. 2004); *Hyer v. McRee*, 306 S.C. 210, 212, 410 S.E.2d 604, 605 (Ct. App. 1991).

Where there is doubt, the doubt must be resolved in favor of the property's free use. *Hyer*, 306 S.C. at 212, 410 S.E.2d at 605. Where a restriction on land is capable of two different constructions, the construction which least restricts the property is favored. *Anderson v. Buonforte*, 365 S.C. 482, 617 S.E.2d 750 (Ct. App. 2005).

As I am required to do, I reviewed the four corners of the Plat to determine whether the notations on the Plat create a restriction on use by express terms or by plain and unmistakable implication.

From a review of the Plat and considering all matters shown within the four corners of the Plat, and not considering any extrinsic evidence, I find and conclude the notations on the Plat related to agricultural use were placed on the Plat by Charleston County. It is very clear to me that the subject notations were not placed on the plat by either the surveyor or the owners of the property. Charleston County placed these notations on the Plat as part of its approval process. After all, the Plat is stamped approved as an "approved final plat" by Charleston County, with an associated planning board number. The other notations including the notations in question are in the same or similar typeface and without question were placed on the Plat by Charleston County.

These notations and markings placed by Charleston County on the Plat are:

THESE LOTS C-2, C-3, C-4 & C-5
FOR AGRICULTURAL USE ONLY,
NOT TO BE USED FOR BUILDING
PURPOSES

THIS LOT MEETS CUERENT MINIMUM HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM ONLY. (FOR LOT C-1 ONLY)

THE APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE ANY OF THE ROADS OR EASEMENT SHOWN HEREON.

WARNING!

APPROVAL OF THIS PLAT BY THE PLANNING BOARD AND/OR COUNTY COUNCIL DOES NOT INDICATE APPROVAL NOR ADJUDICATE TITLE OF THE ACCESS OR RIGHT-OF-WAY SHOWN HEREON

APPROVED FINAL PLAT

Beverly J. Kraver
CLERK, CHARLESTON COUNTY COUNCIL

William W. Miller
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD

DATE DEC. 4, 1990

PB # 13511

By reviewing and considering all matters shown on the Plat and not considering extrinsic evidence, the notations on the Plat related to agricultural use are due to Charleston County's determination at that time that the four lots did not meet the current minimum health department standards for a modified conventional sub-surface disposal system. However, if sewer or a modified conventional sub-surface disposal system would become available, then the lots could be used for building purposes.

Because the notations on the Plat do not create restrictions, and certainly do not create restrictions enforceable by Plaintiff, Defendants are entitled to summary judgment.

In addition, if I were to find the notations on the Plat created an ambiguity as it relates to the issues raised in this case, I would certainly reach the same conclusion.

It is a question of law for the court whether the language of a contract is ambiguous. *Hawkins v. Greenwood Development Corp.*, 328 S.C. 585, 592, 493 S.E.2d 875, 878 (Ct. App. 1997) (citing 17A Am. Jur.2d *Contracts* § 338, at 345 (1991)). Once the Court decides the language is ambiguous, evidence may be admitted showing the intent of the parties. *Id.*

"A contract is ambiguous when the terms of the contract are inconsistent on their face, or are reasonably susceptible of more than one interpretation." *See Hawkins*, 328 S.C. at 592, 493 S.E.2d at 878-79. Again, where a restriction on land is capable of two different constructions, the construction which least restricts the property is favored. *Anderson v. Buonforte*, 365 S.C. 482, 617 S.E.2d 750 (Ct. App. 2005).

If the Court had found the notations on the Plat to be ambiguous, the Court must then look at extrinsic evidence to determine the intent of the parties. At the same time, the Court must remember the essential guideposts created by our case law that, where there is doubt, the doubt must be resolved in favor of the free use of property and where a restriction on land is capable of two different constructions, the construction which least restricts the property is favored.

Here, the evidence conclusively shows the owners of the property at that time, the Heirs of James Roper, did not want the property restricted. They sought a variance to allow the subdivision of the lots. Because the lots were not suitable for a septic system, Charleston County placed the notations on the Plat. The owners of the property wanted the lots to be used for residential purposes when sewer was available. As a result, the undisputed extrinsic evidence shows there was no intent to create a private restriction on the use of the lots. *See Hamilton v.*



CCM, Inc., 274 S.C. 152, 157, 263 S.E.2d 378, 382 (1980) (ambiguities must be resolved in favor of the free use of property).

Plaintiff relies on the following language in some of the deeds: "conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises." Plaintiff concludes the "subject to" language creates a restriction.

This language does not create a restriction. It is just a limitation on the general warranty provided in the respective deeds. Even though a conveyance "is made 'subject to' restrictions set forth in some other deed or instrument referred to will not, without more, make the restrictions applicable to the property conveyed, if in fact the restrictions do not otherwise apply thereto." 20 Am. Jur. 2d *Covenants, Conditions, and Restrictions* § 151 (2017).

In addition,

> If the "subject to" language of the instrument in question refers to restrictions which in fact do not exist at all at the time of the conveyance, it does not operate to impose the supposed restrictions on the granted land; nor does a conveyance made expressly subject to restrictions existing on the conveyed land "if any such there be" thereby impose restrictions where none existed theretofore. A conveyance of land with warranties which are expressly made "subject to" the restrictions set forth in a certain instrument referred to does not subject the conveyed lands to the restrictions so designated when by their terms the restrictions do not apply to such land. *While conveyances "subject to" restrictions give notice that such restrictions are of record, they are not an acknowledgment of the validity of such restrictions.*

Id. (emphasis added).

Here, just because some of the deeds provide the property is being conveyed subject to restrictions that "may appear of record on the recorded plats," that language does not create a restriction where none exists. Nor does this language create a restriction when there is no plain and unmistakable implication to create a restriction. I have already concluded no restrictions are

created by the subject notations on the Plat; therefore, this language in some of these deeds does not create a restriction where none exists.

After viewing the evidence in the light most favorable to Plaintiff, I find there are no genuine issues of material fact and Defendants are entitled to summary judgment in their favor on Plaintiff's Complaint and on Defendants' Counterclaims.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

A. Defendants' summary judgment motion is granted.

B. Defendants are entitled to summary judgment in their favor on Plaintiff's Complaint and in their favor on their Counterclaims.

C. Defendants Ashley Roberts n.k.a. Ashley Roberts Cyronak and Jeremy Cook, their heirs, successors, and assigns, own Lot C-3 and Lot C-2 free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

D. Title to Lot C-3 and Lot C-2 is quieted in the names of Defendants Ashley Roberts n.k.a. Ashley Roberts Cyronak and Jeremy Cook, their heirs, successors, and assigns, free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

E. Defendant Salaheddine Ezzaoudi, his heirs, successors, and assigns, owns Lot C-4 free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

F. Title to Lot C-4 is quieted in the name of Defendant Salaheddine Ezzaoudi, his heirs, successors, and assigns, free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.



G. A copy of this order shall be recorded in the Charleston County RMC and indexed in the grantor index under the name Carpenter Braselton, LLC and in the grantee index under the names Ashley Roberts n.k.a. Ashley Roberts Cyronak, Jeremy Cook, and Salaheddine Ezzaoudi.

AND IT IS SO ORDERED.

The Honorable Mikell R. Scarborough
Master-In-Equity

1/8, 2017
Charleston, South Carolina

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258
RETURN SERVICE REQUESTED

CHARLESTON COUNTY
SOUTH CAROLINA

clerkofcourt.charlestoncounty.org

71

JOHN EDWARD ROSEN
PO BOX 893
CHARLESTON SC 29402-0893

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRCP

Master's Order-granting defnts' mot for sum judg

CASE NO: 2016CP1001560
Carpenter Braselton LLC VS Ashley Roberts , defendant, et al

This judgment was entered on the 14th day of November, 2017, and notice mailed first class on Wednesday, November 15, 2017, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at http://clerkofcourt.charlestoncounty.org or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours.

rec'd 11-21-17

1820102.20171110657701.00071

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)

CARPENTER BRASELTON, LLC,) CIVIL ACTION COVERSHEET
)
Plaintiff,)
) 2016-CP - 10- 1500
vs.)
ASHLEY ROBERTS, JEREMY COOK and)
SALAHEDDINE EZZAOUDI,)
Defendants,)

FILED
2016 MAR 28 PM 3:
CHARLESTON COUNTY
CLERK OF COURT
BY

Submitted By: R. Britton Kelly
Address: 151 Meeting Street, Suite 400
Charleston, SC 29401

SC Bar #: 73741
Telephone #: 843-577-6726
Fax #: 843-724-8036
E-mail: bkelly@rrhlawfirm.com

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

DOCKETING INFORMATION (*Check all that apply)*

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

☐ **JURY TRIAL** demanded in complaint. ☒ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION *(Check One Box Below)*

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20____-CP-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☒ Other (499)

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order
- ☐ Other (899)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature: _____ **Date: March 28, 2016**

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

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

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

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

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

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**SUMMONS**
	)	
ASHLEY ROBERTS, JEREMY COOK, AND SALAHEDDINE EZZAOUDI,	)	
	)	
Defendants.	)	
	)	

FILED
2016 MAR 28 PM 3:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscribers, Rosen, Rosen & Hagood, LLC at their offices at 151 Meeting Street, Suite 400 (P.O. Box 893), Charleston, South Carolina, 29402, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

ROSEN, ROSEN & HAGOOD, LLC

By: _____

R. Britton-Kelly
151Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
March 28, 2016.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	**COMPLAINT**
ASHLEY ROBERTS, JEREMY COOK, AND SALAHEDDINE EZZAOUDI,	)	**(Non-Jury Trial)**
	)	
Defendants.	)	
	)	

FILED
2016 MAR 28 PM 3:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The Plaintiff complaining of the Defendants would respectfully show the Court as follows:

1. Plaintiff is a limited liability company formed under the laws of the State of Georgia and authorized to transact business in South Carolina.
2. Plaintiff owns real property in Charleston County, South Carolina, including a parcel of property identified as Lot C-5 on a plat made by F. Elliotte Quinn, III, which was recorded on December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County.
3. Lot C-5, which is located on James Island at the end of Roper Road, contains 31,845.3 square feet of highland and six (6) acres of marshland.
4. Plaintiff purchased Lot C-5 from Herbert Brown on November 10, 2014, for $170,000.
5. Upon information and belief, Defendants Ashley Roberts and Jeremy Cook are residents of the State of California.

6. Defendants Roberts and Cook own real property in Charleston County, South Carolina, including parcels of real property identified as Lot C3 and Lot C2 on a plat made by F. Elliotte Quinn, III, which was recorded on December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County.
7. Upon information and belief, Lot C2 was purchased by Defendants Roberts and Cook on September 6, 2007, from John W. Fleming for $61,000.
8. Upon information and belief, Lot C3 was purchased by Defendants Roberts and Cook on September 6, 2007, from Ruth R. Craig for $40,000.
9. Defendant Salaheddine Ezzaoudi, upon information and belief, is a resident and citizen of Charleston County, South Carolina.
10. Defendant Ezzaoudi owns real property in Charleston County, South Carolina, including a parcel of real property identified as Lot C4 on a plat made by F. Elliotte Quinn, III, which was recorded on December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County.
11. Lot C3 was purchased by Defendant Ezzaoudi on May 28, 2013, for $45,000 from Perceil R. Delaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper, and Raymond Roper.
12. The deeds conveying Lots C2, C3, C4, and C5 to the Defendants and Plaintiff specifically state that the conveyances are being made subject to all restrictions, reservations, easements, and other limitations that appear of record, including on the recorded plats.
13. Each of the deeds conveying Lots C2, C3, C4, and C5 to the Defendants and Plaintiff specifically reference a "'Plat of the Subdivision of 11.95 acre tract (5.95 highland)

owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina' made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130, RMC Office for Charleston County" (hereinafter referred to as "The Plat").

14. The Plat, which has been of public record since December 31, 1990, contained a notation near the center of the page in all capital letters that reads:

"THESE LOTS C-2, C-3, C-4 & C-5 FOR AGRICULTURAL USE ONLY; NOT TO BE USED FOR BUILDING PURPOSES."

15. No document or record has been filed in the RMC Office for Charleston County purporting to amend, waive, or rescind the agricultural restriction stated in The Plat and referenced in the deeds of the parties.

16. Plaintiff purchased Lot C5 in reliance on the agricultural restriction stated in The Plat that created and limited the use of Lots C2, C3, C4, and C5.

17. Since the purchase of Lot C3 by Defendants Roberts and Cook, a residential home has been constructed on Lot C3.

18. Defendant Ezzaoudi is actively marketing Lot C4 for sale to the public.

19. Upon information and belief, Defendant Ezzaoudi plans to sell Lot C4 to a purchaser who will have intentions of building on Lot C4.

FOR A FIRST CAUSE OF ACTION
(Permanent Injunction)

20. Plaintiff repeats the allegations of the previous paragraphs as if restated herein verbatim.

21. The Defendants' lots are burdened by a restriction that the lots not be used for building purposes and be limited to agricultural uses.

22. While Plaintiff's lot is also burdened, it derives a benefit from the restriction burdening the lots.

23. Among other benefits, the restriction allows Plaintiff to experience and benefit from the views, peace, and comfort of the undeveloped properties.

24. Plaintiff has a reasonable concern and fear that the Defendants or subsequent purchasers will attempt to use the lots for non-agricultural purposes, including building purposes.

25. Should the Defendants build on or use the remaining Lots for other than agricultural purposes, Plaintiff will be left without an adequate remedy at law because the measure of Plaintiff's damages would be impossible to calculate.

26. The damage to Plaintiff if Defendants use the Lots for purposes other than agricultural purposes will be irreparable.

27. Equity requires that the Defendants be restrained from building on the remaining lots.

28. The Court should grant a permanent injunction prohibiting Defendants from any further building upon or other non-agricultural use of the undeveloped lots.

FOR A SECOND CAUSE OF ACTION
(Declaratory Judgment)

29. Plaintiff repeats the allegations of the previous paragraphs as if restated herein verbatim.

30. Plaintiff brings this action pursuant to section 15-53-30 of the South Carolina Code seeking a declaration as to the restriction stated on The Plat limiting the use of Lots C2, C3, C4, and C5 to agricultural use only.

Requested Declarations

31. That The Plat contains a restriction that limits that use of Lots C2, C3, C4, and C5 to agricultural use and prohibits the use of said lots for building purposes.
32. That Defendants purchased their property subject to all restrictions and limitations of record, including any recorded plats.
33. That the deeds conveying title to the Defendants specifically referenced The Plat.
34. That the restriction stated on The Plat has not been released, waived, amended, or abandoned.
35. That The Plat's restriction on the use of Lots C2, C3, C4, and C5 prohibits the Defendants and subsequent purchasers from using the property for any further non-agricultural purpose, including building purposes.

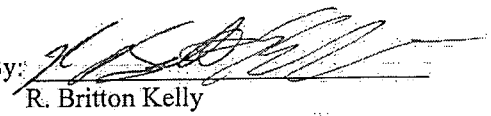
WHEREFORE, the Plaintiff prays as follows:

I. That the Court issue a permanent injunction forbidding the Defendants from building on the remaining lots or using the lots for any non-agricultural purposes;

II. That the Court issue the declarations requested above; and

III. That the Court award any further relief that it deems appropriate.

ROSEN, ROSEN & HAGOOD, LLC

By: 

R. Britton Kelly
151Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
March 28, 2016.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
	)	
CARPENTER BRASELTON, LLC,	)	
	)	
Plaintiff,	)	
	)	**LIS PENDENS**
v.	)	
	)	
ASHLEY ROBERTS, JEREMY COOK, AND SALAHEDDINE EZZAOUDI,	)	
	)	
Defendants.	)	
	)	

FILED
2016 MAR 28 PM 3:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY:

NOTICE IS HEREBY GIVEN pursuant to S.C. CODE ANN. §§ 15-11-10 *et seq.* that the above-entitled action has been commenced and is now pending in the Court of Common Pleas, Charleston County, Ninth Judicial Circuit, State of South Carolina, by the above-named Plaintiff against the above-named Defendants, in which Plaintiff asserts legal claims that affect Defendants' title and rights in the following real properties:

AS TO DEFENDANTS ASHLEY ROBERTS AND JEREMY COOK

(1) TMS No. 341-00-00-073; Book J638, Page 712

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 23,669.9 square feet, more or less, and known and designated as Lot C3 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB, Page 130, RMC Office for the County of Charleston.

BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to Ruth Craig dated June 15, 2007 and recorded July 10, 2007 in Deed Book T631 at Page 279.

(2) TMS No. 341-00-00-074; Book J638, Page 717

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 1.26 acres, more or less, and known and designated as Lot C2 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB, Page 130, RMC Office for the County of Charleston.

BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to John Fleming dated June 15, 2007 and recorded July 10, 2007 in Deed Book T631 at Page 275.

AS TO DEFENDANT SALAHEDDINE EZZAOUDI

TMS No. 341-00-00-072; Book 0349, Page 974

All that certain piece, parcel or lot of land, situate, lying and being on the South Side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 24,0062.7 square feet of land, more or less, and known and designated as Lot C4 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB, Page 130, RMC Office for the County of Charleston.

BEING the same property conveyed to Perciel R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper, and Raymond Roper by Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007 and filed in the Clerk of Court of Common Pleas on June 13, 2007 ordered by the Honorable Mikell R. Scarborough, Master in Equity for Charleston County and by Master's Deed dated June 15, 2007 and recorded July 10, 2007 in the RMC Office of Charleston County in Book T631 at Page 287.

ROSEN, ROSEN & HAGOOD, LLC

By: _____

R. Britton Kelly
151Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726
ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
March 28, 2016

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

DEFENDANTS ASHLEY ROBERTS AND JEREMY COOK'S ANSWER AND COUNTERCLAIMS

Defendants Ashley Roberts, now known as Ashley Roberts Cyronak, and Jeremy Cook ("Defendants") answer the Complaint as follows:

FOR A FIRST DEFENSE

1. Defendants deny each allegation of the Complaint not hereinafter expressly admitted.

2. Defendants admit the allegations of paragraph 1 of the Complaint.

3. As to the allegations of paragraph 2 of the Complaint, Defendants admit that, pursuant to a deed from Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 255, Plaintiff received title to property identified as Lot C5 on a plat made by F. Elliotte Quinn, III, recorded on December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130 ("the Plat"). Defendants deny any allegations of paragraph 2 inconsistent with the foregoing.

4. As to the allegations of paragraph 3 of the Complaint, Defendants admit these allegations are consistent with what is shown on the Plat. Defendants deny any allegations of paragraph 3 inconsistent with the foregoing.

5. As to the allegations of paragraph 4 of the Complaint, Defendants admit the deed from Herbert Brown to Plaintiff states the consideration paid by Plaintiff to Herbert Brown was $170,000. Defendants deny any allegations of paragraph 4 inconsistent with the foregoing.

6. As to the allegations of paragraph 5 of the Complaint, Defendants deny the same and would further allege Defendant Ashley Roberts is a resident of Charleston County, South Carolina, and Defendant Jeremy Cook is a resident of Alaska.

7. Defendants admit the allegations of paragraphs 6, 7, and 8 of the Complaint.

8. Defendants are without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 9 of the Complaint and, therefore, deny the same.

9. Defendants admit the allegations of paragraph 10 of the Complaint.

10. As to the allegations of paragraph 11 of the Complaint, Defendants admit only the deed of record conveying Lot C4 to Defendant Ezzaoudi was from Perciel R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper, it is dated May 28, 2013, and the consideration stated on the deed is $45,000.

11. Defendants deny the allegations of paragraph 12 of the Complaint.

12. Defendants admit the allegations of paragraph 13 of the Complaint.

13. As to the allegations of paragraph 14 of the Complaint, Defendants admit only the Plat was recorded December 31, 1990. As to the remaining allegations of paragraph 14, Defendants crave reference to the Plat and to the extent the allegations of paragraph 14 are inconsistent with the terms and import of the Plat, the same are denied.

14. As to the allegations of paragraph 15 of the Complaint, Defendants deny the Plat contains a restriction. Defendants therefore deny the allegations of paragraph 15.

15. Defendants deny the allegations of paragraph 16 of the Complaint.

16. Defendants admit the allegations of paragraph 17 of the Complaint and would further show they constructed the residential home on Lot C3 years before Plaintiff purchased Lot C5 and the existence of a residential home on Lot C3 would have been visible to Plaintiff when its representatives inspected Lot C5 and Plaintiff subsequently purchased Lot C5.

17. Defendants are without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraphs 18 and 19 of the Complaint and, therefore, deny the same.

18. In response to paragraph 20 of the Complaint, Defendants incorporate by reference the preceding paragraphs as if repeated verbatim herein.

19. Defendants deny the allegations of paragraphs 21, 22, and 23 of the Complaint.

20. Defendants are without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 24 of the Complaint and, therefore, deny the same.

21. Defendants deny the allegations of paragraphs 25, 26, 27, and 28 of the Complaint.

22. In response to paragraph 29 of the Complaint, Defendants incorporate by reference the preceding paragraphs as if repeated verbatim herein.

23. Defendants deny the allegations of paragraphs 30, 31, and 32 of the Complaint.

24. Defendants admit the allegations of paragraph 33 of the Complaint.

25. As to the allegation of paragraph 34 of the Complaint, because there is no restriction, the restriction could never have been released, waived, amended, or abandoned; therefore, Defendants deny the allegations of paragraph 34.

26. Defendants deny the allegations of paragraph 35 of the Complaint.

27. As to the wherefore paragraph of the Complaint and the prayer for relief, Defendants deny Plaintiff is entitled to any relief.

FOR A SECOND DEFENSE
(Rule 12(b)(6), SCRCP)

28. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

29. Plaintiff's Complaint should be dismissed for failure to state facts sufficient to constitute a cause of action.

FOR A THIRD DEFENSE
(Collateral Estoppel/Res Judicata)

30. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

31. The property that is the subject of Plaintiff's Complaint was subject to a Decree Quieting Title dated June 7, 2007, and filed in the Clerk of Court of Common Pleas on June 13, 2007, Case No: 07-CP-10-1185 ("the Order").

32. The Order quieted title to Lots C5, C4, C3, and C2 in the names of their respective owners at that time and ordered "no other persons whomsoever should have any interest or estate in or lien upon the real estate, or any part thereof," found the owners owned their respective lots "in fee simple with good and marketable title," and ordered confirmatory deeds be recorded.

33. Plaintiff's claims are therefore barred by the Order and the doctrines of collateral estoppel and/or res judicata.

FOR A FOURTH DEFENSE
(Estoppel by Deed)

34. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

35. Plaintiff acquired Lot C5 by virtue of a deed from Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 255 ("Plaintiff's Deed").

36. The legal description in Plaintiff's Deed states as follows:

> BEING the same property conveyed to Herbert Brown by deed of Virginia R. Brown a/k/a Virginia Roper Brown, dated February 22, 1995 and recorded February 22, 1995 in the RMC Office for Charleston County in Book U-252 at Page 034; and by confirmatory deed of Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007 and recorded July 10, 2007 in the RMC Office for Charleston County in Book T-631 at Page 283.

37. As a result of the Order, Plaintiff's property, Lot C5, and Lot C4, Lot C3, and Lot C2 were all conveyed by separate confirmatory deeds of Mikell R. Scarborough, Master-in-Equity for Charleston County, all of which were recorded on the same day.

38. The confirmatory deed for Lot C5 was from Mikell R. Scarborough, Master-in-Equity for Charleston County, to Herbert Brown, is dated June 15, 2007, and was recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 283.

39. The confirmatory deed for Lot C5 is referenced in Plaintiff's Deed.

40. The confirmatory deed for Lot C4 was from Mikell R. Scarborough, Master-in-Equity for Charleston County, to Perceil R. Delaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper, and Raymond Roper, is dated June 15, 2007, and was recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 287.

41. The confirmatory deed for Lot C3 was from Mikell R. Scarborough, Master-in-Equity for Charleston County, to Ruth R. Craig, is dated June 15, 2007, and was recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 279.

42. The confirmatory deed for Lot C3 is referenced in the deed of Lot C3 to Defendants.

43. The confirmatory deed for Lot C2 was from Mikell R. Scarborough, Master-in-Equity for Charleston County, John Fleming, is dated June 15, 2007, and was recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 275.

44. The confirmatory deed for Lot C2 is referenced in the deed of Lot C2 to Defendants.

45. Herbert Brown, Ruth R. Craig, John Fleming, Perceil R. Delaine, James A. Roper, III, and Raymond Roper were parties to the suit in which the Order was issued.

46. Each of the confirmatory deeds referenced above state as follows:

> TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;
>
> TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

47. Plaintiff had notice of the Order and the confirmatory deeds.

48. Plaintiff's claims are barred by the doctrine of estoppel by deed.

FOR A FIFTH DEFENSE
(Bona Fide Purchasers for Value/ Recording Act)

49. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

50. Defendants are bona fide purchasers for value of Lot C3 and Lot C2 without notice.

51. Plaintiff's claims are barred by the Recording Act, S.C. Code Ann. § 30-7-10.

52. Defendants therefore own Lot C3 and Lot C2 free and clear of Plaintiff's claims and the alleged restriction.

FOR A SIXTH DEFENSE
(Public Records)

53. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

54. Plaintiff's claims are barred by the chain of title to Lot C5, the chain of title to Defendants' property, and the public records applicable thereto.

FOR A SEVENTH DEFENSE
(Statute of Frauds)

55. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

56. Plaintiff's claims are barred by the statute of frauds.

FOR AN EIGHTH DEFENSE
(Estoppel)

57. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

58. Plaintiff's claims are barred by the doctrine of estoppel.

FOR A NINTH DEFENSE
(Release)

59. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

60. Plaintiff's claims are barred by the doctrine of release.

FOR A TENTH DEFENSE
(Waiver)

61. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

62. Plaintiff's claims are barred by the doctrine of waiver.

FOR AN ELEVENTH DEFENSE
(Unclean Hands)

63. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

64. Plaintiff's claims are barred by the doctrine of unclean hands.

FOR A TWELFTH DEFENSE
(Laches)

65. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

66. Plaintiff's claims are barred by the doctrine of laches.

FOR A THIRTEENTH DEFENSE
(Acquiescence)

67. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

68. Plaintiff's claims are barred by the doctrine of acquiescence.

FOR A FOURTEENTH DEFENSE
AND BY WAY OF FIRST COUNTERCLAIM
(Declaratory Relief)

69. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

70. This cause of action is brought pursuant to the South Carolina Uniform Declaratory Judgment Act, S.C. Code Ann. § 15-53-10 *et seq.*, and it involves an actual, justiciable controversy between the parties as described herein.

71. Defendants are the owners of the following described property ("Lot C3"):

> All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 23,669.9 square feet, more or less, and known and designated as Lot C3 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB, Page 130, RMC Office for the County of Charleston.
>
> BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to Ruth Craig dated June 15, 2007 and recorded July 10, 2007 in Deed Book T631 at Page 279.
>
> TMS No: 341-00-00-073

72. Defendants are the owners of the following described property ("Lot C2"):

> All that certain piece, parcel or lot of land, situate, lying and being on the south side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 1.26 acres, more or less, and known and designated as Lot C2 on a plat entitled "Plat of the Subdivision of a 11.95 acre tract (5.95 Highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded on December 31, 1990, in Plat Book CB, Page 130, in the RMC Office of the County of Charleston.
>
> BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to John Fleming dated June 15, 2007 and recorded in Deed Book T631 at Page 275.

TMS No: 341-00-00-074.

73. Defendants own Lot C3 and Lot C2 free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff.

74. Accordingly, Defendants are entitled to and do seek an order declaring Defendants own Lot C3 and Lot C2 free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

FOR A FIFTEENTH DEFENSE
AND BY WAY OF SECOND COUNTERCLAIM
(Quiet Title)

75. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

76. This cause of action is brought pursuant to S.C. Code Ann. § 15-67-10 and is to quiet title to Lot C3 and Lot C2, property owned by and in the possession of Defendants.

77. Plaintiff has no right, title, claim, lien, or interest in and to Lot C3 and Lot C2.

78. Neither Lot C3 nor Lot C2 are encumbered by any use restriction emanating from the Plat.

79. Accordingly, Defendants are entitled to and seek an order quieting title to Lot C3 and Lot C2 in their names free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendants request the Court issue an Order:

A. Dismissing Plaintiff's Complaint;

B. Granting declaratory relief to Defendants as set forth in Defendants' First Counterclaim.

C. Quieting title to Lot C3 and Lot C2 in the name of Defendants as set forth in Defendants' Second Counterclaim;

D. Awarding Defendants attorney's fees and the costs of this action; and

E. Awarding any such other relief as the Court deems just and proper.

CALLISON TIGHE & ROBINSON, LLC



Demetri K. Koutrakos, SC Bar No. 11318
1812 Lincoln Street, Suite #200
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900
Facsimile: 803-404-6902
Email: jimkoutrakos@callisontighe.com

ATTORNEYS FOR DEFENDANTS ASHLEY ROBERTS, N/K/A ASHLEY ROBERTS CYRONAK, AND JEREMY COOK

June 17, 2016

1020.790\Answer&CC

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

CERTIFICATE OF SERVICE

I, Kathleen S. Romero, an employee of Callison Tighe & Robinson, LLC, do hereby certify that, on this date, I served the foregoing **Defendants Ashley Roberts and Jeremy Cook's Answer and Counterclaims** upon counsel of record, by depositing a copy of the same in the United States mail with proper first-class postage affixed thereon, addressed as follows:

R. Britton Kelly, Esquire
Rosen Rosen & Hagood, LLC
151 Meeting Street, Suite #400
P. O. Box 893
Charleston, SC 29402
(Attorneys for Plaintiff)

Kathleen S. Romero

June 17, 2016

1020.790\COS-Answer&CC

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

DEFENDANT SALAHEDDINE EZZAOUDI'S ANSWER AND COUNTERCLAIMS

Defendant Salaheddine Ezzaoudi ("Defendant") answers the Complaint as follows:

FOR A FIRST DEFENSE

1. Defendant denies each allegation of the Complaint not hereinafter expressly admitted.

2. Defendant admits the allegations of paragraph 1 of the Complaint.

3. As to the allegations of paragraph 2 of the Complaint, Defendant admits that, pursuant to a deed from Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 255, Plaintiff received title to property identified as Lot C5 on a plat made by F. Elliotte Quinn, III, recorded on December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130 ("the Plat"). Defendant denies any allegations of paragraph 2 inconsistent with the foregoing.

4. As to the allegations of paragraph 3 of the Complaint, Defendant admits these allegations are consistent with what is shown on the Plat. Defendant denies any allegations of paragraph 3 inconsistent with the foregoing.

5. As to the allegations of paragraph 4 of the Complaint, Defendant admits the deed from Herbert Brown to Plaintiff states the consideration paid by Plaintiff to Herbert Brown was $170,000. Defendant denies any allegations of paragraph 4 inconsistent with the foregoing.

6. Defendant is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 5 of the Complaint and, therefore, denies the same.

7. Defendant admits the allegations of paragraph 6 of the Complaint.

8. As to the allegations of paragraph 7 of the Complaint, Defendant admits only the deed of record conveying Lot C2 to Defendants Roberts and Cook was from John W. Fleming, it is dated September 6, 2007, and the consideration stated on the deed is $61,000.

9. As to the allegations of paragraph 8 of the Complaint, Defendant admits only the deed of record conveying Lot C3 to Defendants Roberts and Cook was from Ruth R. Craig, it is dated September 6, 2007, and the consideration stated on the deed is $40,000.

10. Defendant admits the allegations of paragraphs 9 and 10 of the Complaint.

11. Defendant admits the allegations of paragraph 11 of the Complaint except for the reference to Lot C3, as it should be Lot C4.

12. Defendant denies the allegations of paragraph 12 of the Complaint.

13. Defendant admits the allegations of paragraph 13 of the Complaint.

14. As to the allegations of paragraph 14 of the Complaint, Defendant admits only the Plat was recorded December 31, 1990. As to the remaining allegations of paragraph 14, Defendant craves reference to the Plat and to the extent the allegations of paragraph 14 are inconsistent with the terms and import of the Plat, the same are denied.

15. As to the allegations of paragraph 15 of the Complaint, Defendant denies the Plat contains a restriction. Defendant therefore denies the allegations of paragraph 15.

16. Defendant denies the allegations of paragraph 16 of the Complaint.

17. Defendant admits the allegations of paragraph 17 of the Complaint and would further show the residential home was constructed on Lot C3 years before Plaintiff purchased Lot C5 and the existence of a residential home on Lot C3 would have been visible to Plaintiff when its representatives inspected Lot C5 and Plaintiff subsequently purchased Lot C5.

18. As to the allegations of paragraph 18 of the Complaint, Defendant admits only it was actively marketing Lot C4 for sale to the public. Defendant denies any allegations of paragraph 18 inconsistent with the foregoing.

19. As to the allegations of paragraph 19 of the Complaint, Defendant cannot speculate as to the intentions of a would be purchaser of Lot C4 and, therefore, is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 19 and denies the same.

20. In response to paragraph 20 of the Complaint, Defendant incorporates by reference the preceding paragraphs as if repeated verbatim herein.

21. Defendant denies the allegations of paragraphs 21, 22, and 23 of the Complaint.

22. Defendant is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 24 of the Complaint and, therefore, denies the same.

23. Defendant denies the allegations of paragraphs 25, 26, 27, and 28 of the Complaint.

24. In response to paragraph 29 of the Complaint, Defendant incorporates by reference the preceding paragraphs as if repeated verbatim herein.

25. Defendant denies the allegations of paragraphs 30, 31, and 32 of the Complaint.

26. Defendant admits the allegations of paragraph 33 of the Complaint.

27. As to the allegation of paragraph 34 of the Complaint, because there is no restriction, the restriction could never have been released, waived, amended, or abandoned; therefore, Defendant denies the allegations of paragraph 34.

28. Defendant denies the allegations of paragraph 35 of the Complaint.

29. As to the wherefore paragraph of the Complaint and the prayer for relief, Defendant denies Plaintiff is entitled to any relief.

FOR A SECOND DEFENSE
(Rule 12(b)(6), SCRCP)

30. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

31. Plaintiff's Complaint should be dismissed for failure to state facts sufficient to constitute a cause of action.

FOR A THIRD DEFENSE
(Collateral Estoppel/Res Judicata)

32. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

33. The property that is the subject of Plaintiff's Complaint was subject to a Decree Quieting Title dated June 7, 2007, and filed in the Clerk of Court of Common Pleas on June 13, 2007, Case No: 07-CP-10-1185 ("the Order").

34. The Order quieted title to Lots C5, C4, C3, and C2 in the names of their respective owners at that time and ordered "no other persons whomsoever should have any interest or estate in or lien upon the real estate, or any part thereof," found the owners owned their respective lots "in fee simple with good and marketable title," and ordered confirmatory deeds be recorded.

35. Plaintiff's claims are therefore barred by the Order and the doctrines of collateral estoppel and/or res judicata.

FOR A FOURTH DEFENSE
(Estoppel by Deed)

36. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

37. Plaintiff acquired Lot C5 by virtue of a deed from Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 255 ("Plaintiff's Deed").

38. The legal description in Plaintiff's Deed states as follows:

> BEING the same property conveyed to Herbert Brown by deed of Virginia R. Brown a/k/a Virginia Roper Brown, dated February 22, 1995 and recorded February 22, 1995 in the RMC Office for Charleston County in Book U-252 at Page 034; and by confirmatory deed of Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007 and recorded July 10, 2007 in the RMC Office for Charleston County in Book T-631 at Page 283.

39. As a result of the Order, Plaintiff's property, Lot C5, and Lot C4, Lot C3, and Lot C2 were all conveyed by separate confirmatory deeds of Mikell R. Scarborough, Master-in-Equity for Charleston County, all of which were recorded on the same day.

40. The confirmatory deed for Lot C5 was from Mikell R. Scarborough, Master-in-Equity for Charleston County, to Herbert Brown, is dated June 15, 2007, and was recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 283.

41. The confirmatory deed for Lot C5 is referenced in Plaintiff's Deed.

42. The confirmatory deed for Lot C4 was from Mikell R. Scarborough, Master-in-Equity for Charleston County, to Perceil R. Delaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper, and Raymond Roper, is dated June 15, 2007, and was recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 287.

43. The confirmatory deed for Lot C4 is referenced in the deed to Defendant.

44. The confirmatory deed for Lot C3 was from Mikell R. Scarborough, Master-in-Equity for Charleston County, to Ruth R. Craig, is dated June 15, 2007, and was recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 279.

45. The confirmatory deed for Lot C2 was from Mikell R. Scarborough, Master-in-Equity for Charleston County, John Fleming, is dated June 15, 2007, and was recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 275.

46. Herbert Brown, Ruth R. Craig, John Fleming, Perceil R. Delaine, James A. Roper, III, and Raymond Roper were parties to the suit in which the Order was issued.

47. Each of the confirmatory deeds referenced above state as follows:

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

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

48. Plaintiff had notice of the Order and the confirmatory deeds.

49. Plaintiff's claims are barred by the doctrine of estoppel by deed.

FOR A FIFTH DEFENSE
(Bona Fide Purchaser for Value/ Recording Act)

50. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

51. Defendant is a bona fide purchaser for value of Lot C4 without notice.

52. Plaintiff's claims are barred by the Recording Act, S.C. Code Ann. § 30-7-10.

53. Defendant therefore owns Lot C4 free and clear of Plaintiff's claims and the alleged restriction.

FOR A SIXTH DEFENSE
(Public Records)

54. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

55. Plaintiff's claims are barred by the chain of title to Lot C5, the chain of title to Defendant's property, and the public records applicable thereto.

FOR A SEVENTH DEFENSE
(Statute of Frauds)

56. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

57. Plaintiff's claims are barred by the statute of frauds.

FOR AN EIGHTH DEFENSE
(Estoppel)

58. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

59. Plaintiff's claims are barred by the doctrine of estoppel.

FOR A NINTH DEFENSE
(Release)

60. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

61. Plaintiff's claims are barred by the doctrine of release.

FOR A TENTH DEFENSE
(Waiver)

62. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

63. Plaintiff's claims are barred by the doctrine of waiver.

FOR AN ELEVENTH DEFENSE
(Unclean Hands)

64. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

65. Plaintiff's claims are barred by the doctrine of unclean hands.

FOR A TWELFTH DEFENSE
(Laches)

66. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

67. Plaintiff's claims are barred by the doctrine of laches.

FOR A THIRTEENTH DEFENSE
(Acquiescence)

68. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

69. Plaintiff's claims are barred by the doctrine of acquiescence.

FOR A FOURTEENTH DEFENSE
AND BY WAY OF FIRST COUNTERCLAIM
(Declaratory Relief)

70. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

71. This cause of action is brought pursuant to the South Carolina Uniform Declaratory Judgment Act, S.C. Code Ann. § 15-53-10 *et seq.*, and it involves an actual, justiciable controversy between the parties as described herein.

72. Defendant is the owner of the following described property ("Lot C4"):

> All that certain piece, parcel or lot of land, situate, lying and being on the South Side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 24,0062.7 square feet of land, more or less and known and designated as Lot C4 on a plat entitled "Plat of the Subdivision of 11.95 acre tract (5.95 highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, Ill, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130, RMC Office for Charleston County.
>
> BEING the same property conveyed to Perciel R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper by Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007 and filed in the Clerk of Court of Common Pleas on June 13, 2007 ordered by the Honorable Mikell R. Scarborough, Master In Equity for Charleston County and by Master's Deed dated June 15, 2007 and recorded July 10, 2007 in the RMC Office of Charleston County in Book T631 at Page 287.
>
> TMS No: 341-00-00-072

73. Defendant owns Lot C4 free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff.

74. Accordingly, Defendant is entitled to and does seek an order declaring Defendant owns Lot C4 free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

FOR A FIFTEENTH DEFENSE
AND BY WAY OF SECOND COUNTERCLAIM
(Quiet Title)

75. Each and every allegation, denial, objection, and/or defense asserted in this Answer is incorporated by reference as if repeated verbatim herein.

76. This cause of action is brought pursuant to S.C. Code Ann. § 15-67-10 and is to quiet title to Lot C4, property owned by and in the possession of Defendant.

77. Plaintiff has no right, title, claim, lien, or interest in and to Lot C4.

78. Lot C4 is not encumbered by any use restriction emanating from the Plat.

79. Accordingly, Defendant is entitled to and seeks an order quieting title to Lot C4 in his name free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant requests the Court issue an Order:

A. Dismissing Plaintiff's Complaint;

B. Granting declaratory relief to Defendant as set forth in Defendant's First Counterclaim.

C. Quieting title to Lot C4 in the name of Defendant as set forth in Defendant's Second Counterclaim;

D. Awarding Defendant attorney's fees and the costs of this action; and

E. Awarding any such other relief as the Court deems just and proper.

CALLISON TIGHE & ROBINSON, LLC

Demetri K. Koutrakos, SC Bar No. 11318
1812 Lincoln Street, Suite #200
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900
Facsimile: 803-404-6902
Email: jimkoutrakos@callisontighe.com

ATTORNEYS FOR DEFENDANT SALAHEDDINE EZZAOUDI

June 17, 2016

1026.031\Answer&CC

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

CERTIFICATE OF SERVICE

I, Kathleen S. Romero, an employee of Callison Tighe & Robinson, LLC, do hereby certify that, on this date, I served the foregoing **Defendant Salaheddine Ezzaoudi's Answer and Counterclaims** upon counsel of record, by depositing a copy of the same in the United States mail with proper first-class postage affixed thereon, addressed as follows:

R. Britton Kelly, Esquire
Rosen Rosen & Hagood, LLC
151 Meeting Street, Suite #400
P. O. Box 893
Charleston, SC 29402
(Attorneys for Plaintiff)

Kathleen S. Romero

June 17, 2016

1026.031\COS-Answer&CC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC,	)	
	)	
Plaintiff,	)	
	)	**REPLY TO COUNTERCLAIMS OF ASHLEY ROBERTS AND JEREMY COOK**
v.	)	
	)	
ASHLEY ROBERTS, JEREMY COOK, AND SALAHEDDINE EZZAOUDI,	)	
	)	
Defendants.	)	
	)	

FILED
2016 JUL 13 PM 3:4
JULIE J. ARMSTRONG
CLERK OF COURT

Plaintiff, replying to the Counterclaims of Defendants Ashley Roberts n/k/a Ashley Roberts Cyronak and Jeremy Cook (hereinafter "Defendants"), alleges and states as follows:

FOR A FIRST DEFENSE

1. Plaintiff hereby denies each and every allegation not hereinafter specifically admitted in this Reply.

2. The allegations of paragraphs 1 through 68 of Defendants' Answer and Counterclaims constitute those Defendants' answer and affirmative defenses, to which no reply by Plaintiff is required. To the extent a response is deemed necessary, the Plaintiff refers to the allegations set forth in the Complaint and denies any allegations inconsistent therewith. Plaintiff further denies that any of the affirmative defenses are valid, that they are legally sufficient or appropriate defenses to Plaintiff's causes of action, or that the defenses are supported by the evidence.

AS TO THE FIRST COUNTERCLAIM
(Declaratory Relief)

3. By way of response to paragraph 69, the Plaintiff's responses to paragraphs 1-68 of the Defendants' Answer and Counterclaims are repeated as if restated herein verbatim.

4. The allegations of paragraphs 70-72 are admitted.

5. The allegations of paragraphs 73-74 are denied and strict proof thereof is demanded.

AS TO THE SECOND COUNTERCLAIM
(Quiet Title)

6. By way of response to paragraph 75, the Plaintiff's responses to paragraphs 1-74 of the Defendants' Answer and Counterclaims are repeated as if restated herein verbatim.

7. The allegations of paragraphs 76-79 are denied and strict proof thereof is demanded.

8. Plaintiff denies that Defendants are entitled to the relief sought in the WHEREFORE clause.

FOR A SECOND DEFENSE
(Statute of Frauds)

9. Defendants' claims are barred in whole or in part based on the failure to comply with the Statute of Frauds.

FOR A THIRD DEFENSE
(Estoppel)

10. Further and affirmatively answering Defendants' Counterclaims and as an additional and complete defense thereto, Defendants Counterclaims are barred in whole or in part by the doctrine of estoppel.

FOR A FOURTH DEFENSE
(Reservation of Additional and Further Defenses)

11. Plaintiff reserves any additional and further defenses as may be revealed by additional information through the course of discovery and investigation in a manner that is consistent with the South Carolina Rules of Civil Procedure.

ROSEN, ROSEN & HAGOOD, LLC

By: _____
R. Britton Kelly
151Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
July 12, 2016.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**CERTIFICATE OF SERVICE**
	)	
ASHLEY ROBERTS, JEREMY COOK And SALAHEDDINE EZZAOUDI,	)	
	)	
	)	
Defendants.	)	
	)	

FILED
2016 JUL 13 PM 3:13
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The undersigned, a Paralegal at Rosen, Rosen & Hagood, LLC, hereby certifies that on July 13, 2016, she served a copy of Plaintiff's **Reply to Counterclaims of Ashley Roberts and Jeremy Cook** by electronic transmission and/or U.S. Mail, postage pre-paid, addressed as follows:

Demetri K. Koutrakos
Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390
Columbia, SC 29202
jimkoutrakos@callisontighe.com

ROSEN, ROSEN & HAGOOD, LLC

By: Suzy Eschenbrenner
Suzy Eschenbrenner, Paralegal
151 Meeting Street, Suite 400
P.O. Box 893
Charleston, SC 29402
(843) 577-6726

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC,	)	
	)	
Plaintiff,	)	
	)	**REPLY TO COUNTERCLAIMS OF SALAHEDDINE EZZAOUDI**
v.	)	
	)	
ASHLEY ROBERTS, JEREMY COOK, AND SALAHEDDINE EZZAOUDI,	)	
	)	
Defendants.	)	
	)	

FILED
2016 JUL 13 PM 3:4
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Plaintiff, replying to the Counterclaims of Defendant Salaheddine Ezzaoudi (hereinafter "Defendant"), alleges and states as follows:

FOR A FIRST DEFENSE

1. Plaintiff hereby denies each and every allegation not hereinafter specifically admitted in this Reply.

2. The allegations of paragraphs 1 through 69 of Defendant's Answer and Counterclaims constitute the Defendant's answer and affirmative defenses, to which no reply by Plaintiff is required. To the extent a response is deemed necessary, the Plaintiff refers to the allegations set forth in the Complaint and denies any allegations inconsistent therewith. Plaintiff further denies that any of the affirmative defenses are valid, that they are legally sufficient or appropriate defenses to Plaintiff's causes of action, or that the defenses are supported by the evidence.

AS TO THE FIRST COUNTERCLAIM
(Declaratory Relief)

3. By way of response to paragraph 70, the Plaintiff's responses to paragraphs 1-69 of the Defendant's Answer and Counterclaims are repeated as if restated herein verbatim.

4. The allegations of paragraphs 71-72 are admitted.

5. The allegations of paragraphs 73-74 are denied and strict proof thereof is demanded.

AS TO THE SECOND COUNTERCLAIM
(Quiet Title)

6. By way of response to paragraph 75, the Plaintiff's responses to paragraphs 1-74 of the Defendant's Answer and Counterclaims are repeated as if restated herein verbatim.

7. The allegations of paragraphs 76-79 are denied and strict proof thereof is demanded.

8. Plaintiff denies that Defendant is entitled to the relief sought in the WHEREFORE clause.

FOR A SECOND DEFENSE
(Statute of Frauds)

9. Defendant's claims are barred in whole or in part based on the failure to comply with the Statute of Frauds.

FOR A THIRD DEFENSE
(Estoppel)

10. Further and affirmatively answering Defendant's Counterclaim and as an additional and complete defense thereto, Defendant's Counterclaims are barred in whole or in part by the doctrine of estoppel.

FOR A FOURTH DEFENSE
(Reservation of Additional and Further Defenses)

11. Plaintiff reserves any additional and further defenses as may be revealed by additional information through the course of discovery and investigation in a manner that is consistent with the South Carolina Rules of Civil Procedure.

ROSEN, ROSEN & HAGOOD, LLC

By: _____
R. Britton Kelly
151Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
July 12, 2016.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**CERTIFICATE OF SERVICE**
	)	
ASHLEY ROBERTS, JEREMY COOK And SALAHEDDINE EZZAOUDI,	)	
	)	
Defendants.	)	
	)	

FILED
2016 JUL 13 PM 3:15
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The undersigned, a Paralegal at Rosen, Rosen & Hagood, LLC, hereby certifies that on July 13, 2016, she served a copy of Plaintiff's **Reply to Counterclaims of Salaheddine Ezzaoudi** by electronic transmission and/or U.S. Mail, postage pre-paid, addressed as follows:

Demetri K. Koutrakos
Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390
Columbia, SC 29202
jimkoutrakos@callisontighe.com

ROSEN, ROSEN & HAGOOD, LLC

By: Suzy Eschenbrenner

Suzy Eschenbrenner, Paralegal
151 Meeting Street, Suite 400
P.O. Box 893
Charleston, SC 29402
(843) 577-6726

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO.: 2016-CP-10-1560
	)	
Carpenter Braselton, LLC	)	**MOTION AND ORDER INFORMATION**
Plaintiff,	)	**FORM AND COVERSHEET**
vs.	)	
	)	
Ashley Robert; Jeremy Cook; et al.	)	
Defendant.	)	

Plaintiff's Attorney:	Defendant's Attorney:
John E. Rosen, Esq., Bar No. _____ Address: PO Box 893, Charleston, SC 29402 Phone: 843-577-6726Fax _____ E-mail: jrosen@rrhlawfirm.comOther: _____	Demetri K. Koutrakos, Esq., Bar No. 11318 Address: PO Box 1390, Columbia, SC 29202-1390 Phone: 803-404-6900 Fax: 803-404-6902 E-mail: jimkoutrakos@callisontighe.comOther:

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Summary Judgment
Estimated Time Needed: 1 Hour Court Reporter Needed: ☒ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

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

_____ August 4, 2017
Signature of Attorney for ☐ Plaintiff /☒ Defendant Date submitted

SECTION III: Motion Fee

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

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE _____
☐ Other:	Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

DEFENDANTS' NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT

TO: JOHN R. ROSEN, ESQUIRE, Attorney for Plaintiff:

PLEASE TAKE NOTICE that Defendant Ashley Roberts, now known as Ashley Roberts Cyronak, Defendant Jeremy Cook, and Defendant Salaheddine Ezzaoudi ("Defendants") move pursuant to Rule 56, SCRCP, for an order granting Defendants summary judgment on their Counterclaims and on Plaintiff's Complaint as there are no genuine issues of material fact and Defendants are entitled to judgment as a matter of law.

Defendants' motion is based on the pleadings filed in this case; the documents set forth on Exhibit A; the South Carolina Rules of Civil Procedure; oral argument; and such other matters as may be properly presented to the Court at the time of the hearing; and the following:

INTRODUCTION

Edward Terry is a seasoned real estate developer who has developed numerous subdivisions in many states and approximately 20 in South Carolina. He is an agent of the Plaintiff and was involved in the purchase of the property owned by Plaintiff. Plaintiff filed this action seeking an order finding that certain notations placed on a subdivision plat by Charleston County restrict the use of the property owned by Defendants. The notations were placed on the

subdivision plat by Charleston County because some of the lots did not meet the current minimum health department standards for a modified conventional sub-surface disposal system.

The notations on the plat are not restrictions on use of the property placed by the owners of the property. Alternatively, the notations on the plat are ambiguous and should be construed in the light most favorable to the free use of property.

For those reasons, and additional reasons set forth herein, the Court should grant Defendants summary judgment.

BACKGROUND

1. Subdivision of the property and the Plat.

In 1990, the heirs of James Roper subdivided an 11.95-acre tract to create five lots, Lots C-1, C-2, C-3, C-4, and C-5, with a private road to access those lots. *Quinn Aff.* ¶¶ 3-4. The property was surveyed by F. Elliotte Quinn, III, a professional land surveyor, who prepared a plat entitled "PLAT OF THE SUBDIVISION OF A 11.95 TRACT (5.95 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS ON JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA." This plat was recorded December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130 ("the Plat"). *Id.* ¶ 3-4.

Charleston County was required to approve the subdivision of the 11.95-acre tract into five lots. *Id.* ¶ 5. On June 22, 1989, Mr. Quinn's surveying company applied for subdivision approval. *Chas. Planning Dept. FOIA Response 3/7/17* p. 12. During the permitting and approval process for the subdivision, the Charleston County Planning Board determined that one of the five lots, Lot C-1, met the current minimum health department standards for a modified conventional sub-surface disposal system.

The Charleston County Planning Board, based on a letter from DHEC dated September 6, 1989, determined that four of the five lots, Lots C-2, C-3, C-4, and C-5, did not meet the current minimum health department standards for a modified conventional sub-surface disposal system. *Chas. Planning Dept. FOIA Response 3/7/17* pp. 19-20.

On July 5, 1989, the Heirs of James Roper wrote the Charleston County Planning Board and stated as follows:

> Re.: Application #13511; Heirs of James Roper
>
> Dear Sirs:
>
> We the Heirs of James Roper would like to request variances from sections of the Charleston County Subdivision regulations due to the fact that we are trying to subdivide this tract for family purposes. We as heirs of James Roper, Sr. are ourselves getting old and would like to straighten out the title of this property prior to our deaths so that our children and grandchildren don't have the problems associated with heirs property.
>
> Through the years this tract which once stretched from Riverland Drive to the marshes of the Stono River, has been subdivided until this 5.95 Acre tract remained with only a 20' access connecting it to Bradham Road. We cannot give an additional 5' for road right-of-way due to the fact that a great portion of it would have to come from someone else's property. We are aware that this land possesses very poor soil conditions for septic systems and would like to request that the subdivision be approved with the stipulation that any lot which will not support a septic system be restricted from becoming a building lot until such time that public sewer service can be provided to that lot.
>
> Please consider our request and thank you for your time.
>
> *Chas. Planning Dept. FOIA Response 3/7/17* p. 24.

The Charleston County Planning Board then required the following language be placed on the Plat:

- THIS LOT MEETS CURRENT MINIMUM HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM (FOR LOT C-1 ONLY)

- THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES[1]

  Quinn Aff. ¶ 8.

These notations placed on the Plat by Charleston County were to indicate that Charleston County would not, at that time, approve building permits for Lots C-2, C-3, C-4, and C-5, because those lots did not meet current minimum standards for a modified conventional sub-surface disposal system. Lot C-1 did meet the current minimum standards for a modified conventional disposal system, and that is why Charleston County did not say Lot C-1 was not to be used for building purposes. *Id.* ¶ 9.

These notations on the Plat were not requested to be placed on the Plat, and were not placed on the Plat, by or at the request of the heirs of James Roper. These notations on the Plat were not, and are not, restrictions from use placed on Lots C-2, C-3, C-4, & C-5 by the heirs of James Roper. *Id.* ¶ 10.

The heirs of James Roper indicated to Mr. Quinn they wanted the ability to build residential homes on all five lots. Charleston County required that each lot be suitable for a septic system before issuing building permits. At that time, lots would not be suitable for a septic system if they did not "perk." At that time, Charleston County would not permit septic systems on four of the lots because four of the lots did not "perk." Apparently, at that time, Lot C-1 did perk, but the others did not. That is why Charleston County placed a different notation for Lot C-1 on the Plat. *Id.*

These notations were simply placed on the Plat by Charleston County to warn buyers of issues related to sewer disposal services. *Id.* ¶ 11. Charleston County would not permit buildings

---

[1] This language is derived from Standard Subdivision Stipulations that Charleston County used at that time. *Chas. Planning Dept. FOIA* Response 3/7/17 p. 4.

to be placed on Lots C-2, C-3, C-4, and C-5 because, at that time, those lots did not meet the current minimum standards for a sewer disposal system, because those lots did not "perk." *Id.*

The Plat was approved by Charleston County, as indicated on the Plat, on December 4, 1990.

2. Acquisition of Lots.

A. Lot C-5: Plaintiff Carpenter Braselton, LLC.

Plaintiff Carpenter Braselton, LLC owns Lot C-5. Plaintiff purchased Lot C-5 by deed of Herbert Brown dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 256.

Herbert Brown acquired the property by deed of Virginia R. Brown a/k/a Virginia Roper Brown, dated February 22, 1995, and recorded February 22, 1995, in the RMC Office for Charleston County in Book U-252 at Page 034; by Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007, and filed in the Clerk of Court of Common Pleas on June 13, 2007, ordered by the Honorable Mikell R. Scarborough, Master-In-Equity for Charleston County ("Decree Quieting Title"); and by confirmatory deed of Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 283.

Lot C-5 is unimproved. Of all the lots in this case, Lot C-5 is closest to the Stono River.

B. Lot C-4: Defendant Salaheddine Ezzaoudi.

Defendant Salaheddine Ezzaoudi owns Lot C-4, having acquired it from Perceil R. Delaine, James A. Roper, III, Mildred R Anderson, Ruby Roper and Raymond Roper by Deed executed on various dates in 2013 and recorded August 1, 2013, in the RMC Office for Charleston County in Book 349 at Page 974.

Perceil R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper acquired Lot C-4 by the Decree Quieting Title and by confirmatory deed of Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 287.

Lot C-4 is unimproved.

C. Lot C-3: Defendants Ashley Roberts and Jeremy Cook.

Defendants Ashley Roberts and Jeremy Cook own Lot C-3, having acquired it from Ruth R. Craig, by her attorney in fact Percile DeLaine, by Deed dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 712.

Ruth R. Craig acquired Lot C-3 by the Decree Quieting Title and by confirmatory deed of Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 279.

On July 30, 2007, the City of Charleston Department of Planning approved the plans for the construction of a home on Lot C-3.[2] The City of Charleston Department of Planning noted as follows:

> The plans submitted for the development of the above referenced property have been reviewed and approved by the City of Charleston Zoning Division and Architecture & Preservation Division.
>
> The above referenced property has a base zoning classification of SR-1 (Single Family Residential) under the City of Charleston Zoning Ordinance. The use of "881. One family detached dwelling" is a permitted use in the SR-1 district. There are currently no pending zoning violations on this property. Legal non-conforming uses arc subject to the restrictions contained in Article 1, Part 2 of the Zoning Ordinance.

---

[2] The Planning Department provided this approval for construction of a home on both Lot C-3 and Lot C-2, although a home was only constructed on Lot C-3.

The architectural and structural design including all necessary elevation and plan views were in accordance with building requirements set by the Board of Architectural Review (BAR).

Defendants Ashley Roberts and Jeremy Cook constructed a home on Lot C-3, which construction was completed February 5, 2009.

D. Lot C-2: Defendants Ashley Roberts and Jeremy Cook.

Defendants Ashley Roberts and Jeremy Cook own Lot C-2 having acquired it from John W. Fleming by Deed dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 717.

John W. Fleming acquired Lot C-2 by the Decree Quieting Title and by confirmatory deed of Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 275.

Lot C-2 is unimproved.

3. **The Quiet Title Action**.

The property that is the subject of Plaintiff's Complaint was subject to a Decree Quieting Title dated June 7, 2007, and filed in the Clerk of Court of Common Pleas on June 13, 2007, Case No: 07-CP-10-1185 ("Decree Quieting Title"). The Decree Quieting Title quieted title to Lots C-5, C-4, C-3, and C-2 in the names of their respective owners at that time and ordered "no other persons whomsoever should have any interest or estate in or lien upon the real estate, or any part thereof," found the owners owned their respective lots "in fee simple with good and marketable title," and ordered confirmatory deeds be recorded.

Plaintiff's property, Lot C-5, and Lot C-4, Lot C-3, and Lot C-2 were all conveyed by separate confirmatory deeds of Mikell R. Scarborough, Master-in-Equity for Charleston County, all of which were recorded on the same day.[3]

Each of the confirmatory deeds provide as follows:

> TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein *whatsoever of all parties to the said suit* and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;
>
> TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, *his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.*

(emphasis added).

4. <u>This Action</u>.

A. The Plaintiff.

Edward Terry is the authorized agent of Plaintiff. His wife is the sole member and manager of Plaintiff. Mr. Terry has developed numerous subdivisions in multiple states. He has developed approximately 20 subdivisions in South Carolina. Some of the subdivisions he developed were restricted by traditional covenants, conditions, and restrictions.

Mr. Terry was extensively involved in the purchase of the property, reviewing documents and visiting the property.

B. Plaintiff's Complaint.

On March 28, 2016, Plaintiff filed this action against Defendants. Plaintiff claims the notation on the Plat that Charleston County mandated be placed on the Plat and which provides

---

[3] These confirmatory deeds are all referenced above.

"THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES," creates a restriction that the lots not be used for building purposes and be limited to agricultural uses.

Plaintiff has asserted claims for injunctive relief and declaratory relief.

C. Defendants' Answers and Counterclaims.

Defendants denied the material allegations of the Complaint and asserted various affirmative defenses, some of which will be discussed herein.

Defendants asserted a counterclaim for declaratory relief asking the court to declare Defendants own their lots free and clear of any use restriction claimed to be created by the Plat and the claims of Plaintiff and its successors and assigns.

Defendants asserted a counterclaim for quiet title to their respective lots and in their respective names free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

5. Plaintiff's Adjacent Property.

In its Complaint, Plaintiff claims it derives a benefit from the alleged restriction. Among other benefits, Plaintiff claims the restriction allows Plaintiff to experience and benefit from the "views, peace, and comfort of the undeveloped properties." *Complaint* ¶ 23.

Despite this claimed concern by Plaintiff regarding "views, peace, and comfort of the undeveloped properties," Plaintiff constructed a two-story single-family residence on property it owns adjacent to Lot C-5, which property is located at 2284 Lucky Road. *Terry Dep* p. 37, ex. 11. Plaintiff constructed a two story "Barn," which has horse stables on the first floor. *Id.* The second floor contains an office apartment with two bedrooms and one bath. People spend the night at this building. *Id.* p. *38.*

ARGUMENT

1. The notations on the Plat do not create a restriction in express terms or by plain and unmistakable implication.

"The language of a restrictive covenant is to be construed according to the plain and ordinary meaning attributed to it at the time of execution." *Hardy v. Aiken*, 369 S.C. 160, 166, 631 S.E.2d 539, 542 (2006). "Restrictive covenants are contractual in nature, so that the paramount rule of construction is to ascertain and give effect to the intent of the parties as determined from the whole document." *S.C. Dep't of Natural Res. v. Town of McClellanville*, 345 S.C. 617, 622, 550 S.E.2d 299, 302 (2001) (quoting *Taylor v. Lindsey*, 332 S.C. 1, 4-5, 498 S.E.2d 862, 863-64 (1998)).

With that in mind, "restriction[s] on the use of property must be created in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property." *Hamilton v. CCM, Inc.*, 274 S.C. 152, 157, 263 S.E.2d 378, 380 (1980). In addition, "a covenant must express the purpose of the parties thereto to be valid and enforceable and it must not be too indefinite." *Vickery v. Powell*, 267 S.C. 23, 28, 225 S.E.2d 856, 858 (1976).

In construing restrictive covenants, ambiguities must be strictly construed against the party seeking to enforce them, here Plaintiff, and strictly against limitations upon the property's free use. *Sea Pines Plantation Co. v. Wells*, 294 S.C. 266, 270, 363 S.E.2d 891, 893-94 (1987); *Seabrook Island Prop. Owners Assoc. v. Marshland Trust, Inc.*, 358 S.C. 655, 662, 596 S.E.2d 380, 383 (Ct. App. 2004); *Hyer v. McRee*, 306 S.C. 210, 212, 410 S.E.2d 604, 605 (Ct. App. 1991).

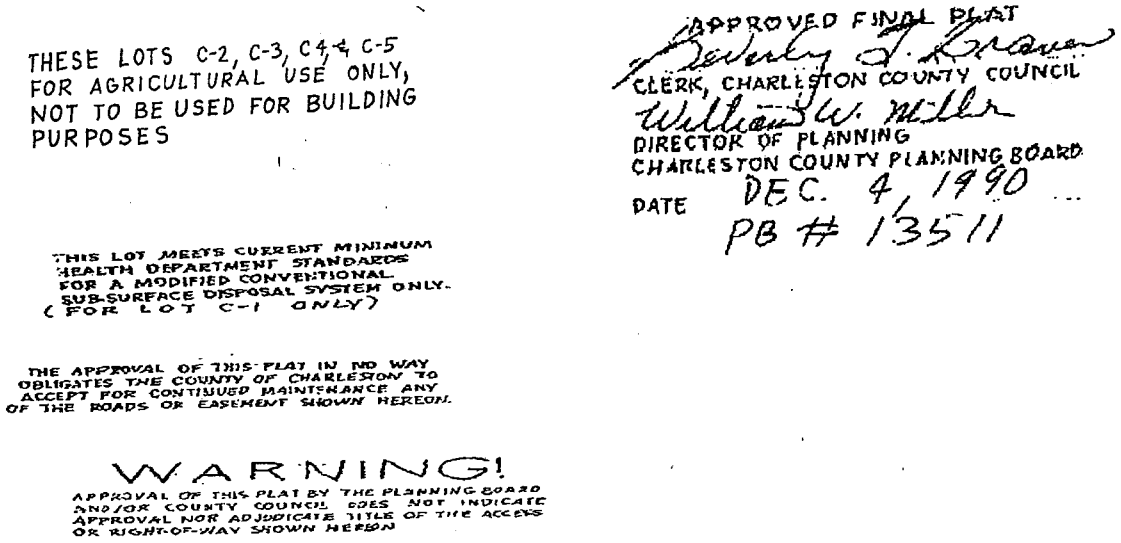
Where there is doubt, the doubt must be resolved in favor of the property's free use. *Hyer*, 306 S.C. at 212, 410 S.E.2d at 605. Where a restriction on land is capable of two different

constructions, the construction which least restricts the property is favored. *Anderson v. Buonforte*, 365 S.C. 482, 617 S.E.2d 750 (Ct. App. 2005).

Here, the notations of the Plat are not the proper way to restrict property. "Restrictive covenants are commonly created by a declaration of restrictive covenants, which is executed and recorded in the same manner as a deed." *See Smith v. Commissioners of Public Works of City of Charleston*, 312 S.C. 460, 441 S.E.2d 331, 335 (Ct. App. 1994). The notations on the Plat simply do not create a restriction on the use of property. The owners did not sign anywhere near these notations and there is no indication on the Plat that the notations on the Plat were something the owners of the property at that time intended themselves to restrict the property in any manner. Although the Plat was signed by the owners in a box on the Plat to dedicate the road shown on the Plat, there are no signatures on the Plat by the owners of the property showing they intended to create a private use restriction.

Of course, it would make no sense to restrict 4 lots and leave one lot, Lot C-1, unrestricted. By looking at the entire Plat, as this Court is required to do, it is clear the notations on the Plat related to agricultural use were placed on the Plat by Charleston County due to Charleston County's determination at that time that the four lots did not meet the current minimum health department standards for a modified conventional sub-surface disposal system. However, if sewer or a modified conventional sub-surface disposal system would become available, then the lots could be used for building purposes. This has been proven to be correct because Defendants Ashley Roberts and Jeremy Cook in 2009 constructed a home on Lot C-3.

Furthermore, the Court could simply review all the notations placed on the Plat by Charleston County and determine these notations came from Charleston County. These notations are as follows:



This Court should reject Plaintiffs' attempt to broaden the notations on the Plat to create a restriction that simply does not exist. *See S.C. Dep't. of Natural Res. v. Town of McClellanville*, 345 S.C. 617, 622, 550 S.E.2d 299, 302 (2001) (a restriction upon real property shall not "be enlarged or extended by construction or implication beyond the clear meaning of its terms even to accomplish what it may be thought the parties would have desired had a situation which later developed been foreseen by them at the time when the restriction was written.").

Because the notations on the Plat do not create restrictions, and certainly do not create restrictions enforceable by Plaintiff, the Court should grant Defendants summary judgment.

2. <u>Alternatively, the notations on the Plat are ambiguous, and all the extrinsic evidence shows that there was no intent to create restrictions on use.</u>

It is a question of law for the court whether the language of a contract is ambiguous. *Hawkins v. Greenwood Development Corp.*, 328 S.C. 585, 592, 493 S.E.2d 875, 878 (Ct. App. 1997) (citing 17A Am. Jur.2d *Contracts* § 338, at 345 (1991)). Once the Court decides the language is ambiguous, evidence may be admitted showing the intent of the parties. *Id.*

"A contract is ambiguous when the terms of the contract are inconsistent on their face, or are reasonably susceptible of more than one interpretation." *See Hawkins*, 328 S.C. at 592, 493 S.E.2d at 878-79. Again, where a restriction on land is capable of two different constructions, the construction which least restricts the property is favored. *Anderson v. Buonforte*, 365 S.C. 482, 617 S.E.2d 750 (Ct. App. 2005).

Defendants believe the only reasonable interpretation of the notations on the Plat are that they are notations made by Charleston County in conjunction with approval of the Plat. Plaintiff claims the notations on the Plat are stand-alone private restrictions created by the owners of the property. If the court finds both interpretations to be reasonable, then the notations on the Plat are ambiguous.

If the Court concludes the language on the Plat is ambiguous, the Court then must look at extrinsic evidence to determine the intent of the parties. At the same time, the Court must remember the essential guideposts created by our case law that, where there is doubt, the doubt must be resolved in favor of the free use of property and where a restriction on land is capable of two different constructions, the construction which least restricts the property is favored.

Here, the only evidence shows the owners of the property at that time, the Heirs of James Roper, did not want the property restricted. They sought a variance to allow the subdivision of the lots. Because the lots were not suitable for a septic system, Charleston County placed the notations on the Plat. The owners of the property wanted the lots to be used for residential purposes when sewer was available. As a result, all extrinsic evidence shows there was no intent to create a private restriction on the use of the lots. *See Hamilton v. CCM, Inc.*, 274 S.C. 152, 157, 263 S.E.2d 378, 382 (1980) (ambiguities must be resolved in favor of the free use of property).

Accordingly, the Court should grant Defendants summary judgment.[4]

3. **To the extent a restriction exists, it does not run with the land.**

There is no intent for this alleged restriction to run with the land.

Restrictions in a deed will be regarded as for the personal benefit of the grantor unless a contrary intent appears. 7 GEORGE W. THOMPSON, COMMENTARIES ON THE MODERN LAW OF REAL PROPERTY § 3152, at 75 (1962); *Stegall v. Housing Authority of Charlotte*, 178 S.E.2d at 828 (citing 26 C.J.S. *Deeds* § 167(3) (1956)).

In *Charping v. J.P. Scurry Co.*, 296 S.C. 312, 372 S.E.2d 120 (Ct. App. 1988), the court found a restrictive covenant was not binding on successors and assigns because "[t]he language of the subject covenant does not refer to Townsend's [the original grantor] remaining property, nor does it indicate that it should benefit *her heirs, successors and assigns*." *Id.* at 315, 372 S.E.2d at 122 (emphasis added). It refused to imply an intention to bind successors and assigns. It refused to consider comments made at the closing of the sale of the property because the intentions of the parties had to be determined as of the time of the delivery of the deed, not afterwards. It upheld the trial court's grant of summary judgment in favor of the remote grantee on the basis that the restrictive covenant was personal and did not run with the land.

Here, no evidence exists that, to the extent the Heirs of James Roper intended to create a private use restriction, they intended to bind successors and assigns. Accordingly, the Court should grant Defendants summary judgment

---

[4] Plaintiff will rely on a section of S.C. Jurisprudence, which provides "[n]otations on a recorded plat concerning the use of certain portions of the property shown on the plat *may create* a restriction on a portion of the property shown on such plat." 17 S.C. Jur. *Covenants* § 66 (emphasis added). One case is cited for this proposition, *Marshall v. Columbia & E. C. Electric Street R. Co.*, 73 S. C. 241, 53 S. E. 417 (1906), which involved a Circle show on a plat that bounded plaintiff's lots also shown on the plat. The seller represented to plaintiff that the Circle was dedicated for public uses and would be kept open. The seller then tried to subdivide the Circle into lots. The court found in favor of plaintiff, found the Circle was dedicated to public use, and relied heavily on representations made by the seller to plaintiff. That case simply does not apply here.

4. **The "subject to" language in the deeds is not dispositive and does not create restrictions where none exist in the first place.**

Plaintiff relies on the following language in the deeds: "conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises." Plaintiff somehow concludes the "subject to" language creates a restriction.

This language does not create a restriction. It is just a limitation on the general warranty provided in the respective deeds. Even though a conveyance "is made 'subject to' restrictions set forth in some other deed or instrument referred to will not, without more, make the restrictions applicable to the property conveyed, if in fact the restrictions do not otherwise apply thereto." 20 Am. Jur. 2d *Covenants, Conditions, and Restrictions* § 151 (2017).

In addition,

> If the "subject to" language of the instrument in question refers to restrictions which in fact do not exist at all at the time of the conveyance, it does not operate to impose the supposed restrictions on the granted land; nor does a conveyance made expressly subject to restrictions existing on the conveyed land "if any such there be" thereby impose restrictions where none existed theretofore. A conveyance of land with warranties which are expressly made "subject to" the restrictions set forth in a certain instrument referred to does not subject the conveyed lands to the restrictions so designated when by their terms the restrictions do not apply to such land. *While conveyances "subject to" restrictions give notice that such restrictions are of record, they are not an acknowledgment of the validity of such restrictions.*

Id. (emphasis added).

For example, in *Smith v. Second Church of Christ, Scientist*, 351 P.2d 1104 (Ariz. 1960), the court, in analyzing this issue, held "The point is that reference to restrictions in a 'subject to' clause will not, without more, make such restrictions applicable to the deeded property if, as a matter of fact, they are otherwise inapplicable." *Id.* at 1109.

Similarly, in *Ferraro v Kozlowski*, 138 A. 197 (N.J. Ch. 1927), an 1864 deed recited that the premises conveyed were a part of those which had passed by a recorded 1847 deed. The 1864 deed stated that the conveyance was made "subject to the agreement in [the 1847 deed] relative to setting back the buildings erected thereon from the line of the street thirty feet." The court held that the 1864 deed did not operate to impose or create such a building-line restriction because the 1847 deed, referred to in the 1864 deed, contained no language of any kind referring to restrictions on any of the lots in question nor referring to any setback of buildings from the street. *Id.* at 535.

Here, just because the deeds provide the property is being conveyed subject to restrictions that "may appear of record on the recorded plats," that language does not create a restriction where none exists. Nor does this language create a restriction when there is no plain and unmistakable implication to create a restriction.

5. <u>This Court's Decree Quieting Title and confirmatory deeds bar Plaintiff's claims.</u>

As referenced above, this Court quieted title to each of the lots. The Decree Quieting Title quieted title to Lots C-5, C-4, C-3, and C-2 in the names of their respective owners at that time and ordered "no other persons whomsoever should have any interest or estate in or lien upon the real estate, or any part thereof," found the owners owned their respective lots "in fee simple with good and marketable title," and ordered confirmatory deeds be recorded.

Each of the confirmatory deeds conveyed with each lot "the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them." In addition, the confirmatory deeds provided that the property was conveyed to

the grantee and "his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever."

The Decree Quieting Title and the confirmatory deeds bar Plaintiff's claims under the doctrines of collateral estoppel and/or res judicata.

CONCLUSION

For the above-referenced reasons, the Court should grant Defendants summary judgment on Plaintiff's claims, find the notations on the Plat did not create a restriction on use, and issue an order quieting title to Defendants' respective lots and in their respective names free and clear of any claimed restriction and of any right, title, claim, lien, or interest of Plaintiff and its successors and assigns.

Respectfully submitted,

CALLISON TIGHE & ROBINSON, LLC

Demetri K. Koutrakos
1812 Lincoln Street, Suite #200
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900
Facsimile: 803-404-6902
Email: jimkoutrakos@callisontighe.com

ATTORNEYS FOR DEFENDANTS

August 2, 2017

1020.790\1026.031\SJM

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

CERTIFICATE OF SERVICE

I, Kathleen S. Romero, an employee of Callison Tighe & Robinson, LLC, do hereby certify that, on this date, I served the foregoing **Defendants' Notice of Motion and Motion for Summary Judgment** upon counsel of record, by depositing a copy of the same in the United States mail with proper first-class postage affixed thereon, addressed as follows:

John E. Rosen, Esquire
Rosen Rosen & Hagood, LLC
151 Meeting Street, Suite #400
P. O. Box 893
Charleston, SC 29402
(Attorneys for Plaintiff)

Kathleen S. Romero

August 2, 2017

1020.790\1026.031\COS-SJM

EXHIBIT A

EXHIBIT A

Index of Documents Supporting Defendants' Summary Judgment Motion

1. Plat Recorded December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130.

2. Amended Affidavit of F. Elliotte Quinn, III.

3. Defendants' First Requests to Admit including the Charleston County Planning documents attached thereto (Bates Labeled Chas. Planning Dept. FOIA Response 3/7/17 002-89).

4. Plaintiff's responses to Defendants' First Requests to Admit admitting the Charleston County Planning documents are genuine and authentic.

5. Letter from the City of Charleston Planning Department dated July 30, 2007, providing approval for the construction on the lots owned by Ashley and Jeremy Cook.

6. City of Charleston Certificate of Occupancy issued to Ashley and Jeremy Cook dated February 5, 2009.

7. Deposition of Edward L. Terry (excluding exhibit 9, the Charleston County Planning Documents referenced above).

8. Deed of Lot C-5 from Herbert Brown to Plaintiff dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 256.

9. Deed of Lot C-5 from Virginia R. Brown a/k/a Virginia Roper Brown to Herbert Brown, dated February 22, 1995, and recorded February 22, 1995, in the RMC Office for Charleston County in Book U-252 at Page 034.

10. Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007, and filed in the Clerk of Court of Common Pleas on June 13, 2007.

11. Confirmatory deed of Lot C-5 from Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 283.

12. Deed of Lot C-4 from Perceil R. Delaine, James A. Roper, III, Mildred R Anderson, Ruby Roper and Raymond Roper to Defendant Salaheddine Ezzaoudi executed on various dates in 2013 and recorded August 1, 2013, in the RMC Office for Charleston County in Book 349 at Page 974.

13. Confirmatory deed of Lot C-4 from Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 287.

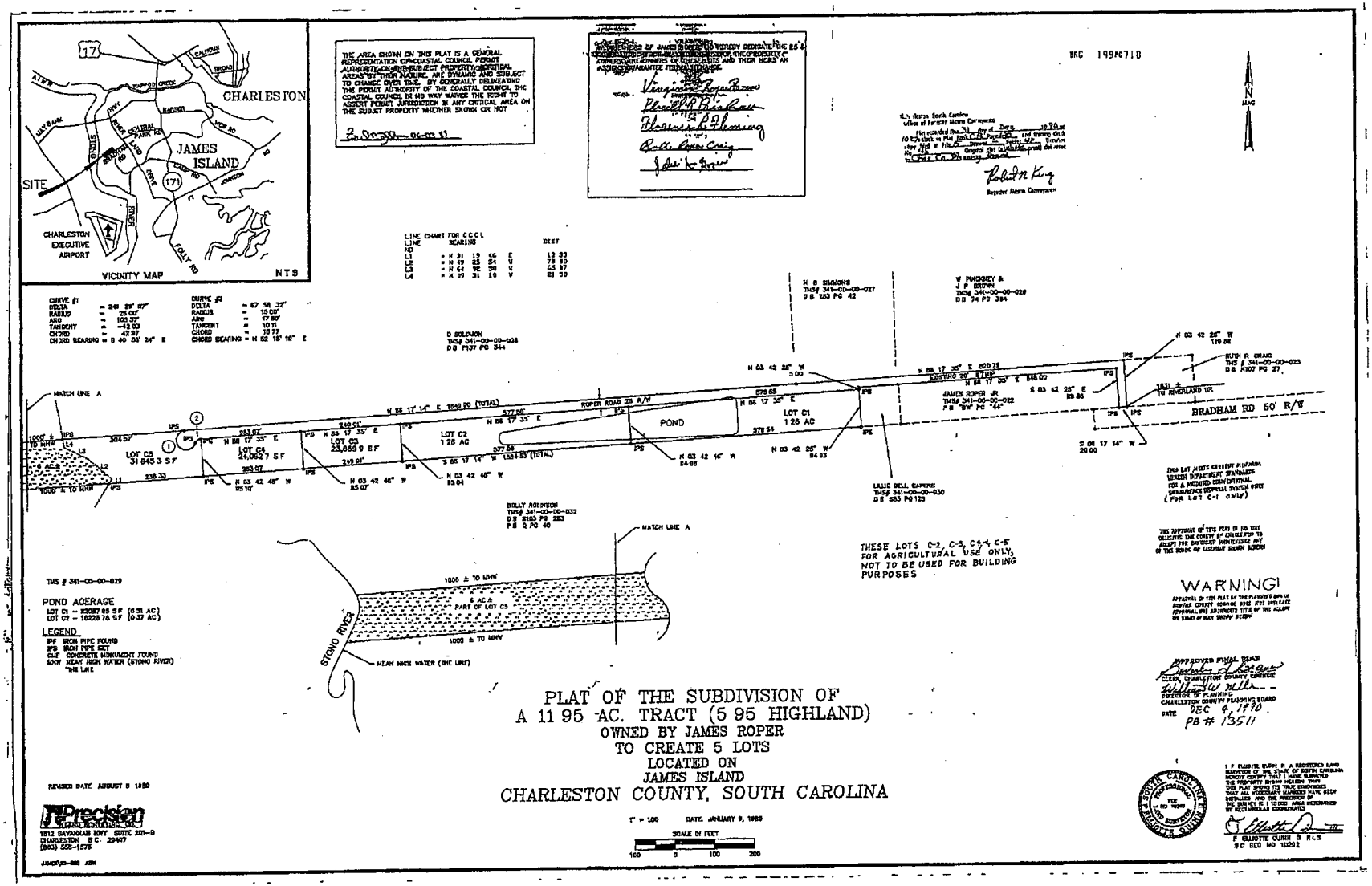
14. Deed of Lot C-3 from Ruth R. Craig, by her attorney in fact Percile DeLaine, to Defendants Ashley Roberts and Jeremy Cook dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 712.

15. Confirmatory deed of Lot C-3 from Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 279.

16. Deed of Lot C-2 from John W. Fleming to Defendants Ashley Roberts and Jeremy Cook dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 717.

17. Confirmatory deed of Lot C-2 from Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 275.

1. **Plat Recorded December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130**


VICINITY MAP
NTS
SITE
JAMES ISLAND
CHARLESTON
CHARLESTON EXECUTIVE AIRPORT
THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF COASTAL COUNCIL PERMIT AUTHORITY AND SUBJECT PROPERTY CRITICAL AREAS BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE COASTAL COUNCIL, THE COASTAL COUNCIL IS IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY WHETHER SHOWN OR NOT
BKG 199 PG 710
LINE CHART FOR C C C L
CURVE #1
CURVE #2
N 88 17 35" E 1849.20 (TOTAL)
ROPER ROAD 25 R/W
POND
LOT C1 1.26 AC
LOT C2 1.26 AC
LOT C3 23,869.9 SF
LOT C4 24,052.7 SF
LOT C5 31,843.3 SF
BRADHAM RD 50' R/W
MATCH LINE A
THESE LOTS C-2, C-3, C-4, C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES
WARNING!
POND ACERAGE
LOT C1 = 82087.65 SF (1.31 AC)
LOT C2 = 18223.76 SF (0.37 AC)
LEGEND
IPF IRON PIPE FOUND
IPS IRON PIPE SET
CMF CONCRETE MONUMENT FOUND
MHW MEAN HIGH WATER (STONO RIVER)
STONO RIVER
MEAN HIGH WATER (MHW LINE)
PLAT OF THE SUBDIVISION OF
A 11 95 AC. TRACT (5 95 HIGHLAND)
OWNED BY JAMES ROPER
TO CREATE 5 LOTS
LOCATED ON
JAMES ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA
1" = 100' DATE: JANUARY 9, 1989
SCALE IN FEET
REVISED DATE: AUGUST 8 1989
Precision
1812 SAVANNAH HWY SUITE 221-B
CHARLESTON S.C. 29407
(803) 556-1575
DEC 4, 1990
PB # 13511

CB|130

2. Amended Affidavit of F. Elliotte Quinn, III.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

AMENDED AFFIDAVIT OF F. ELLIOTTE QUINN, III

PERSONALLY APPEARED BEFORE ME, F. Elliotte Quinn, III, who, first being duly sworn, deposes and says that:

1. I am a professional land surveyor licensed by the State of South Carolina since 1985.

2. I am employed by Thomas & Hutton in Mt. Pleasant, South Carolina. I am the Survey Group Leader at Thomas & Hutton.

3. In 1990, I prepared a plat of property entitled "PLAT OF THE SUBDIVISION OF A 11.95 TRACT (5.95 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS ON JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," which plat was recorded December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130, a copy of which is attached hereto as Exhibit A ("the Plat"). By virtue of the foregoing, I have personal knowledge of the matters stated herein.

4. I prepared the Plat at the request of the heirs of James Roper. The purpose of preparing the Plat was to subdivide an 11.95-acre tract to create five lots, Lots C-1, C-2, C-3, C-4, and C-5, with a private road to access those lots.

5. Charleston County was required to approve the subdivision of the property into five lots.

6. As noted on the Plat, the Plat was approved by Charleston County on December 4, 1990.

7. As part of the approval process, Charleston County made various notations on the Plat.

8. Among other notations on the Plat made by Charleston County, the following notations were placed on the Plat by John Waring, an employee of Charleston County:

- THIS LOT MEETS CURRENT MINIMUM HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM (FOR LOT C-1 ONLY)
- THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES

9. These notations placed on the Plat by Charleston County were for the purpose of indicating that Charleston County would not, at that time, approve building permits for Lots C-2, C-3, C-4, and C-5 because those lots did not meet current minimum standards for a modified conventional sub-surface disposal system. Lot C-1 did meet the current minimum standards for a modified conventional disposal system, and that is why Charleston County did not say Lot C-1 was not to be used for building purposes.

10. These notations on the Plat were not requested to be placed on the Plat, and were not placed on the Plat, by or at the request of the heirs of James Roper. These notations on the Plat were not, and are not, restrictions from use placed on Lots C-2, C-3, C-4, and C-5 by the heirs of James Roper. The heirs of James Roper indicated to me they wanted the ability to build

residential homes on all five lots. Charleston County required that each lot be suitable for a septic system before issuing building permits. At that time, lots would not be suitable for a septic system if they did not "perk." At that time, Charleston County would not permit septic systems on four of the lots because four of the lots did not "perk." Apparently, at that time, Lot C-1 did perk, but the others did not. That is why Charleston County placed a different notation for Lot C-1 on the Plat.

11. These notations were simply placed on the Plat by Charleston County to warn buyers of issues related to sewer disposal services. Charleston County would not permit buildings to be placed on Lots C-2, C-3, C-4, and C-5 because, at that time, those lots did not meet the current minimum standards for a sewer disposal system, because those lots did not "perk."

12. This affidavit amends my previous affidavit due to scrivener's errors contained therein where I meant to say in numerous places "Lots C-2, C-3, C-4, and C-5" instead of "Lots C-1, C-2, C-3, and C-4." Also, in paragraph 10 I meant to say "Lot C-1" instead of "Lot C-5."

Further, affiant sayeth not.

F. ELLIOTTE QUINN, III

Sworn and subscribed to before me
this 17th day of July, 2017.

Notary Public for South Carolina
My Commission Expires: 4.2.2022

KEN E. MACEL NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 04/02/2022

3. **Defendants' First Requests to Admit including the Charleston County Planning documents attached thereto (Bates Labeled Chas. Planning Dept. FOIA Response 3/7/17 002-89).**

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

DEFENDANTS' FIRST REQUESTS FOR ADMISSIONS TO PLAINTIFF

TO: JOHN E. ROSEN, ESQUIRE, Attorney for Plaintiff:

Pursuant to Rules 36 and 37 of the South Carolina Rules of Civil Procedure, Defendants Ashley Roberts n/k/a Ashley Roberts Cyronak, Jeremy Cook, and Salaheddine Ezzaoudi ("Defendants") request that Plaintiff admit or deny the truth of the matters set forth herein.

Under Rule 36, the matters that Plaintiff is requested to admit shall be deemed admitted unless Plaintiff delivers or causes to be delivered to Defendants' attorney of record, a sworn statement within thirty (30) days after the delivery of these requests, either denying specifically the matters of which an admission is requested or explaining in detail why Plaintiff cannot truthfully either admit or deny these matters.

Under Rule 37, if Plaintiff fails to admit the truth of any matter requested under Rule 36, and Defendants thereafter prove the truth of the matter, Defendants may apply to the Court for an order requiring Plaintiff to pay them the reasonable expenses incurred in making the proof, including reasonable attorney's fees.

REQUESTS FOR ADMISSION

1. Admit the genuineness of the Charleston County Planning Department documents Bates numbered 002-089, attached hereto as Exhibit A.

CALLISON TIGHE & ROBINSON, LLC

Demetri K. Koutrakos
1812 Lincoln Street, Suite #200
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900
Facsimile: 803-404-6902

ATTORNEYS FOR DEFENDANTS

April 25, 2017

1020.790/1026.031\RTA-PL

EXHIBIT A

CHARLESTON COUNTY PLANNING DEPARTMENT
SUBDIVISION TRANSMITTAL
COVER SHEET

MEETING DATES

Planning Board-November 26 1990
Planning & Development-November 29, 1990
County Council Meeting-December 4, 1990

#13404 LANDS OF DANIEL BROWN (WADMALAW ISLAND)

VOTE: RECOMMENDATIONS:

2-APP 0-DIS PLANNING COMMITTEE--APPROVAL
5-APP 0-DIS PLANNING BOARD------APPROVAL (Stipulation #5)

*****

Planning Department------APPROVAL
Public Works Department--APPROVAL
Health Department--------APPROVAL

#14231 LANDS OF SALLIE J. FONTAINE (EDISTO ISLAND)

VOTE: RECOMMENDATIONS:

2-APP 0-DIS PLANNING COMMITTEE--APPROVAL
5-APP 0-DIS PLANNING BOARD------APPROVAL (Stipulation #5)

*****

Planning Department------APPROVAL
Public Works Department--APPROVAL
Health Department--------APPROVAL

#13511 LANDS OF JAMES ROPER (JAMES ISLAND)

VOTE: RECOMMENDATIONS:

2-APP 0-DIS PLANNING COMMITTEE--APPROVAL
0-APP 5-DIS PLANNING BOARD------DISAPPROVAL (Stipulation #8)

*****

Planning Department------DISAPPROVAL
Public Works Department--DISAPPROVAL
Health Department--------DISAPPROVAL

Chas. Planning Dept. FOIA Response 3/7/17 002

AGENDA

CHARLESTON COUNTY PLANNING BOARD

NOVEMBER 26, 1990

SUBDIVISION REQUESTS

			PG
A.		RECOMMENDED FOR APPROVAL:	
	1.	#13404 Lands of Daniel Brown	1
	2.	#14231 Lands of Sallie J. Fontaine	2
B.		RECOMMENDED FOR DISAPPROVAL:	PG
	1.	#13511 Lands of James Roper	3

I

Chas. Planning Dept. FOIA Response 3/7/17 003

STANDARD SUBDIVISION STIPULATIONS

1. Further subdivision of the lots under review will not be given favorable consideration until such time as any additional lots created therefrom meet all requirements.

2. This approval in no way assures approval by the Health Department of individual lots where private sewer systems are to be used.

3. This approval in no way obligates the County of Charleston to accept for continued maintenance any of the roads and/or easements shown on the plat.

4. WARNING! Approval of this plat by the Planning Board and/or County Council does not indicate approval nor adjudicate title of the access or right-of-way shown hereon. (This note to be placed on plat.)

5. This/these lot(s) do(es) meet minimum Health Department Standards for a modified conventional sub-surface disposal system only.

6. This approval in no way obligates the County of Charleston to maintain this right-of-way until it has been constructed to county standards.

7. This/these lot(s) do(es) not meet minimum Health Department requirements.

8. For Agricultural Use Only; Not to be used for Building Purposes

Chas. Planning Dept. FOIA Response 3/7/17 004

AGENDA
November 26, 1990

#13404 - Lands of Daniel Brown

Lots: 1
Acres: 3.69

Wadmalaw Island
Applicant: James Penington

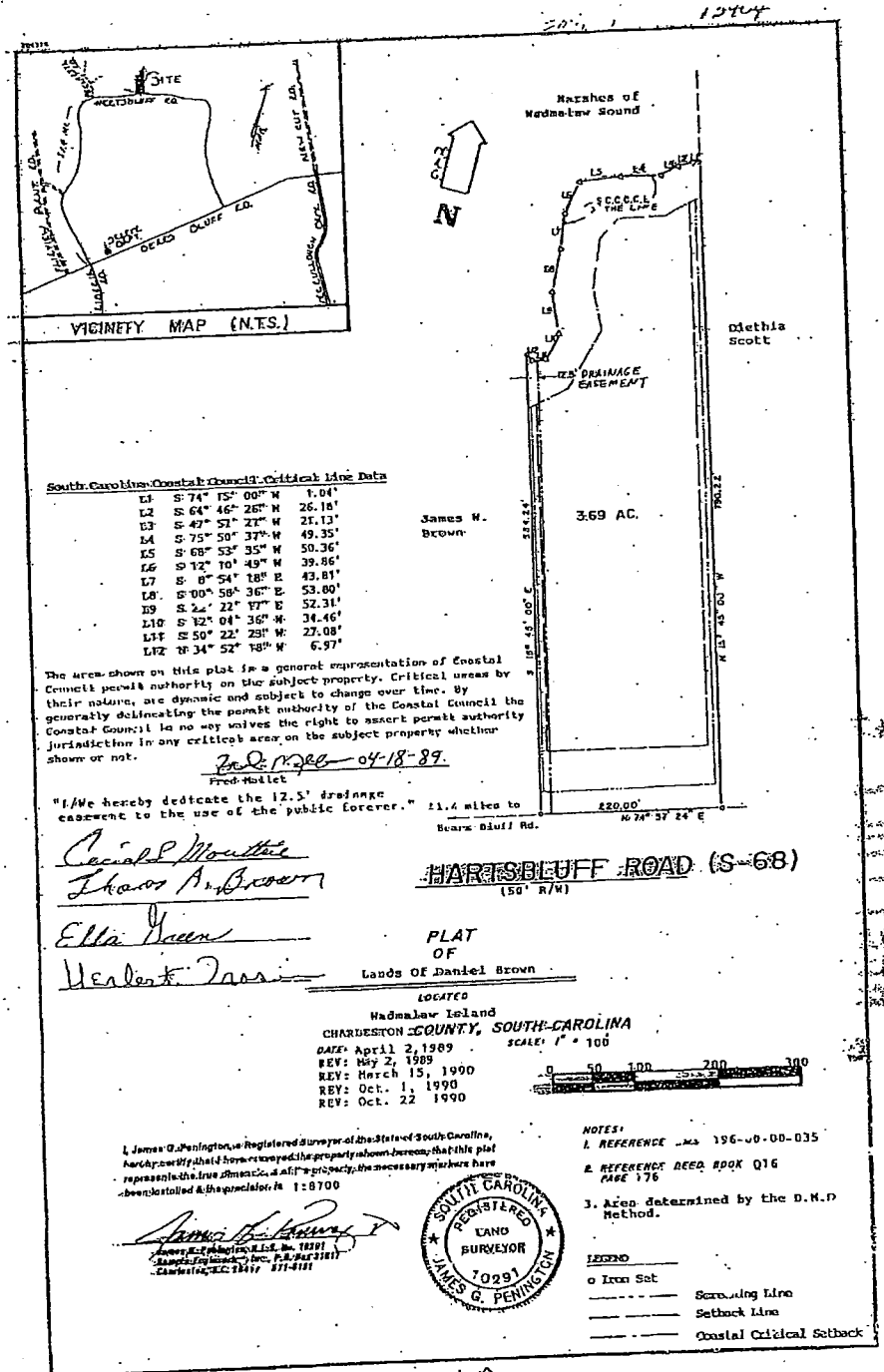
1. Planning Staff & Public Works Department recommend APPROVAL with the acceptance of a 12.5' drainage easement being dedicated to the public as shown on the plat.

2. Health Department recommends APPROVAL.

Stipulation #5

NOTE: This plat is in accordance with the Wadmalaw Island Land Use Plan for R-1 zone.

Chas. Planning Dept. FOIA Response 3/7/17 005



South Carolina Coastal Council Critical Line Data

L1	S 74° 15' 00" W	1.04'
L2	S 64° 46' 26" W	26.18'
L3	S 47° 51' 27" W	21.13'
L4	S 75° 50' 37" W	49.35'
L5	S 68° 53' 35" W	50.36'
L6	S 12° 10' 49" W	39.86'
L7	S 8° 54' 18" E	43.81'
L8	S 00° 58' 36" E	53.80'
L9	S 2° 22' 17" E	52.31'
L10	S 12° 04' 36" W	34.46'
L11	S 50° 22' 29" W	27.08'
L12	S 34° 52' 18" W	6.97'

The area shown on this plat is a general representation of Coastal Council permit authority on the subject property. Critical areas by their nature, are dynamic and subject to change over time. By generally delineating the permit authority of the Coastal Council the Coastal Council is in no way waives the right to assert permit authority jurisdiction in any critical areas on the subject property whether shown or not.

Fred Mallet 04-18-89

"I/We hereby dedicate the 12.5' drainage easement to the use of the public forever."

Cecil S. Mouttie
Thaos A. Brown
Ella Green
Herbert Jones

PLAT
OF
Lands Of Daniel Brown

LOCATED
Wadmalaw Island
CHARLESTON COUNTY, SOUTH CAROLINA
SCALE: 1" = 100'
DATE: April 2, 1989
REV: May 2, 1989
REV: March 15, 1990
REV: Oct. 1, 1990
REV: Oct. 22 1990

0 50 100 200 300

I, James G. Penington, a Registered Surveyor of the State of South Carolina, hereby certify that I have surveyed the property shown hereon, that this plat represents the true dimensions of said property, the necessary markers have been installed & that precision is 1:8700

James G. Penington, S.C.R.L.S. No. 10291
Bampfylde Engineering, Inc. P.O. Box 31817
Charleston, S.C. 29417 571-6111

SOUTH CAROLINA REGISTERED LAND SURVEYOR 10291 JAMES G. PENINGTON

NOTES:
1. REFERENCE TMS 196-00-00-035
2. REFERENCE DEED BOOK Q16 PAGE 176
3. Area determined by the D.M.D Method.

LEGEND
o Iron Set
Screening Line
Setback Line
Coastal Critical Setback

1A

Chas. Planning Dept. FOIA Response 3/7/17 006

AGENDA
November 26, 1990

#I4231 - Lands of Sallie J. Fontaine

Edisto Island
Applicant: David Spell

Lots: 1
Acres: 6.62

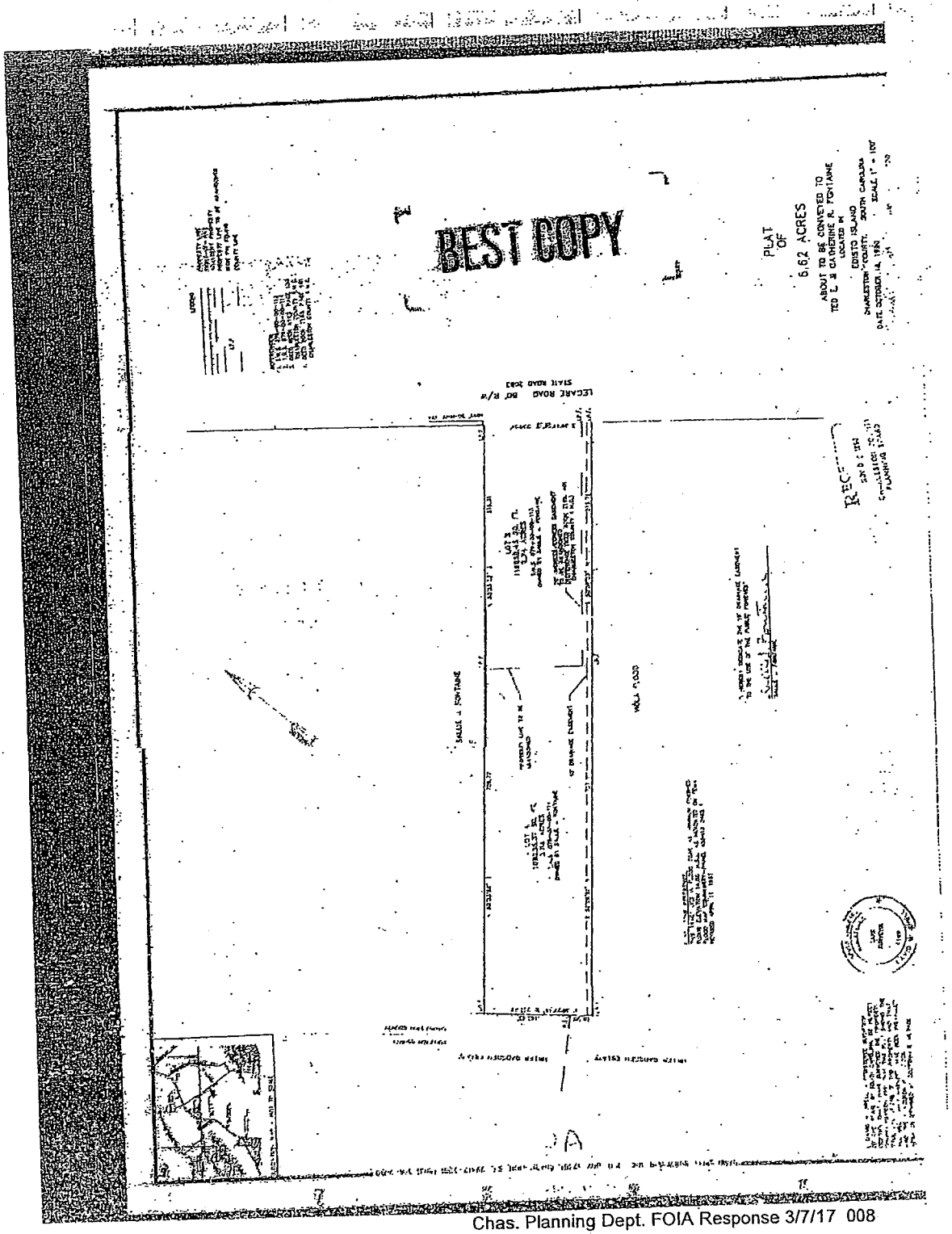
1. Planning Staff & Public Works Department recommend APPROVAL with the acceptance of a 10' drainage easement being dedicated to the public as shown on the plat.

2. Health Department recommends APPROVAL provided the following statement is placed on the plat, "This lot meets minimum Health Department Standards for a modified conventional sub-surface disposal system only."

Stipulation #5

-9-

Chas. Planning Dept. FOIA Response 3/7/17 007



Chas. Planning Dept. FOIA Response 3/7/17 008

AGENDA
November 26, 1990

#13511 - Lands of James Roper

James Island
Applicant: Keith Ruddy

Lots: 5
Acres: 11.95

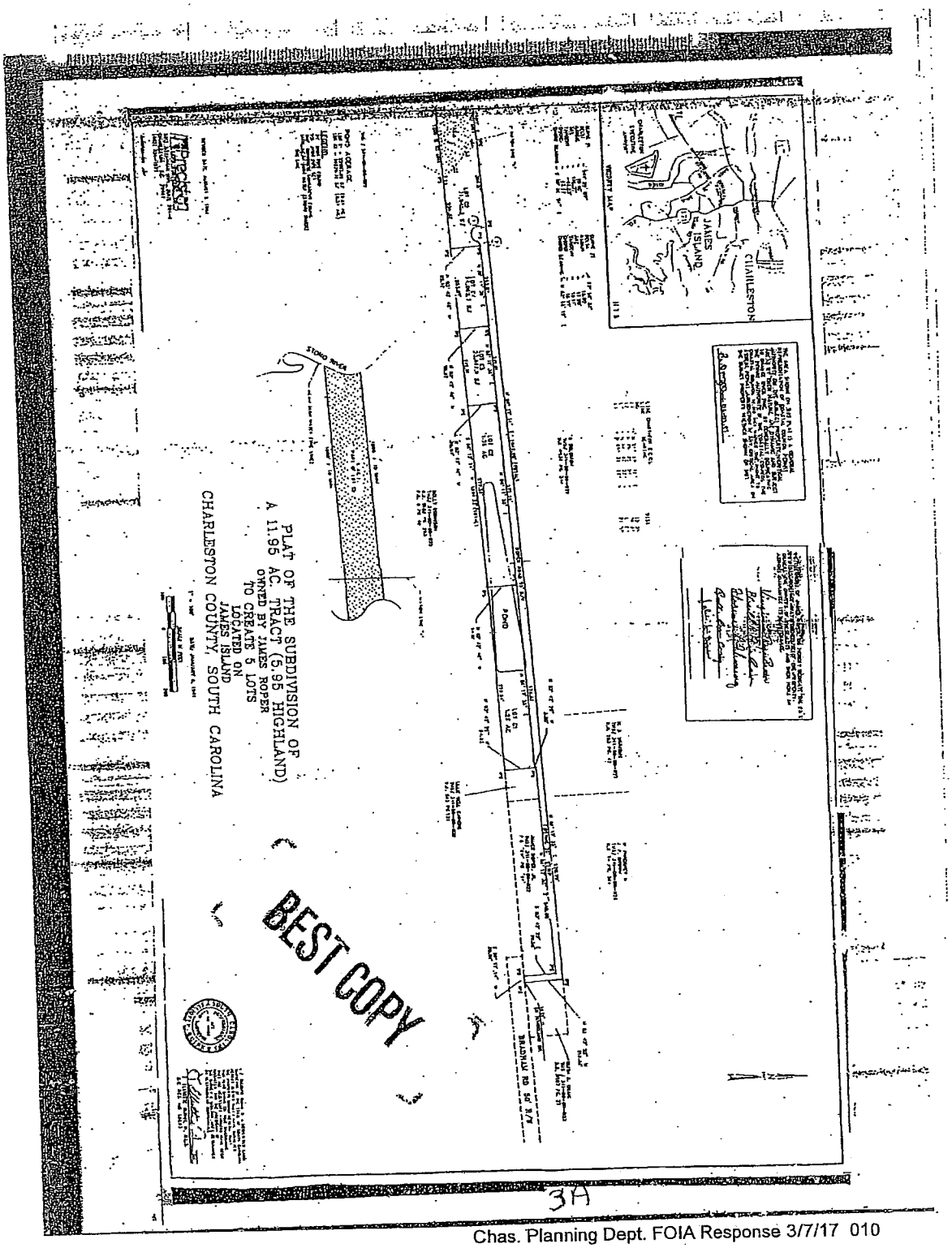
1. Planning Staff & Public Works Department recommend DISAPPROVAL of this application and the granting of variances from the Sections III B-12, III E-12, and III B-6. A variance from Section III B-12 would allow for the creation of a road right-of-way which exceeds 800' in length. A variance from Section III E-12 would allow for the creation of 5 lots which do not front on a State or County approved road and a variance from Section III B-6 would allow for the creation of lots which do not meet minimum soil requirements for any type subsurface sewer disposal system. A 25' right-of-way is being dedicated to the property owners to be known as Roper Road as shown on the plat.

2. Health Department recommends DISAPPROVAL.

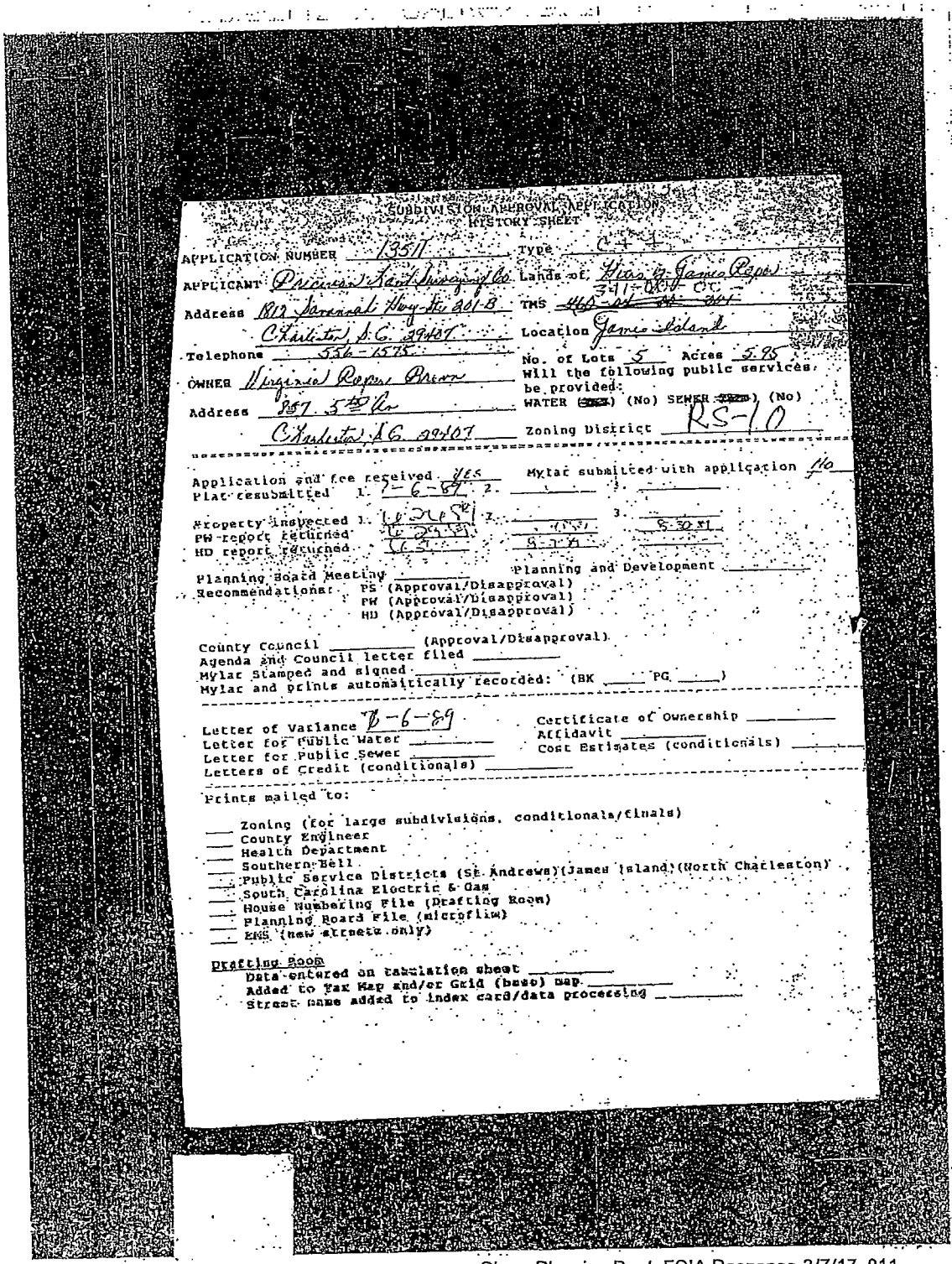
Stipulation #8

3

Chas. Planning Dept. FOIA Response 3/7/17 009



Chas. Planning Dept. FOIA Response 3/7/17 010



SUBDIVISION APPROVAL APPLICATION
HISTORY SHEET

APPLICATION NUMBER 1351 Type C + I

APPLICANT Parcel Land Surveying Co. Lands of Wm. B. James Repr.
341-00-00

Address 812 Savannah Hwy Ste 201-B TMS 460-00-00-004

Charleston, S.C. 29407 Location James Island

Telephone 556-1575 No. of Lots 5 Acres 5.85

OWNER Virginia Roper Brown Will the following public services be provided:

Address 857 5th Ave WATER (Yes) (No) SEWER (Yes) (No)

Charleston, SC 29407 Zoning District RS-10

Application and fee received Yes Mylar submitted with application No
Plat resubmitted 1. 7-6-89 2. _____ 3. _____

Property inspected 1. 6-26-89 2. _____ 3. 8-30-89
PW report returned 6-29-89 _____ _____
HD report returned 6-30 8-30-89 _____

Planning Board Meeting _____ Planning and Development _____
Recommendations: PB (Approval/Disapproval)
PW (Approval/Disapproval)
HD (Approval/Disapproval)

County Council _____ (Approval/Disapproval)
Agenda and Council letter filed _____
Mylar Stamped and signed _____
Mylar and prints automatically recorded: (BK ____ PG ____)

Letter of Variance 7-6-89 Certificate of Ownership _____
Letter for Public Water _____ Affidavit _____
Letter for Public Sewer _____ Cost Estimates (conditionals) _____
Letters of Credit (conditionals) _____

Prints mailed to:

___ Zoning (for large subdivisions, conditionals/finals)
___ County Engineer
___ Health Department
___ Southern Bell
___ Public Service Districts (St. Andrews)(James Island)(North Charleston)
___ South Carolina Electric & Gas
___ House Numbering File (Drafting Room)
___ Planning Board File (microfilm)
___ EMS (new streets only)

Drafting Room
Data entered on tabulation sheet _____
Added to Tax Map and/or Grid (base) map _____
Street name added to index card/data processing _____

Chas. Planning Dept. FOIA Response 3/7/17 011

Subdivision Application

OFFICE USE ONLY
DATE RECEIVED June 27, 1989
APPLICATION NO. 1351
RECEIPT NO. 902129
TYPE OF APP.

1. APPLICANT PRECISION LAND SURVEYING CO.
MAILING ADDRESS 1812 Savannah Hwy. Ste 201B
Charleston, S.C. 29407
PHONE 556-1575

2. PRESENT OWNER Heirs of James Roper
MAILING ADDRESS c/o Virginia Roper Brown
837 5th Ave.
ZIP CODE Charleston, S. C. 29407

3. LOCATION (PARISH) OF PROPERTY James Island

4. TAX MAP NUMBER 460-04-04-001

5. NUMBER OF LOTS 5 TOTAL ACREAGE 5.95

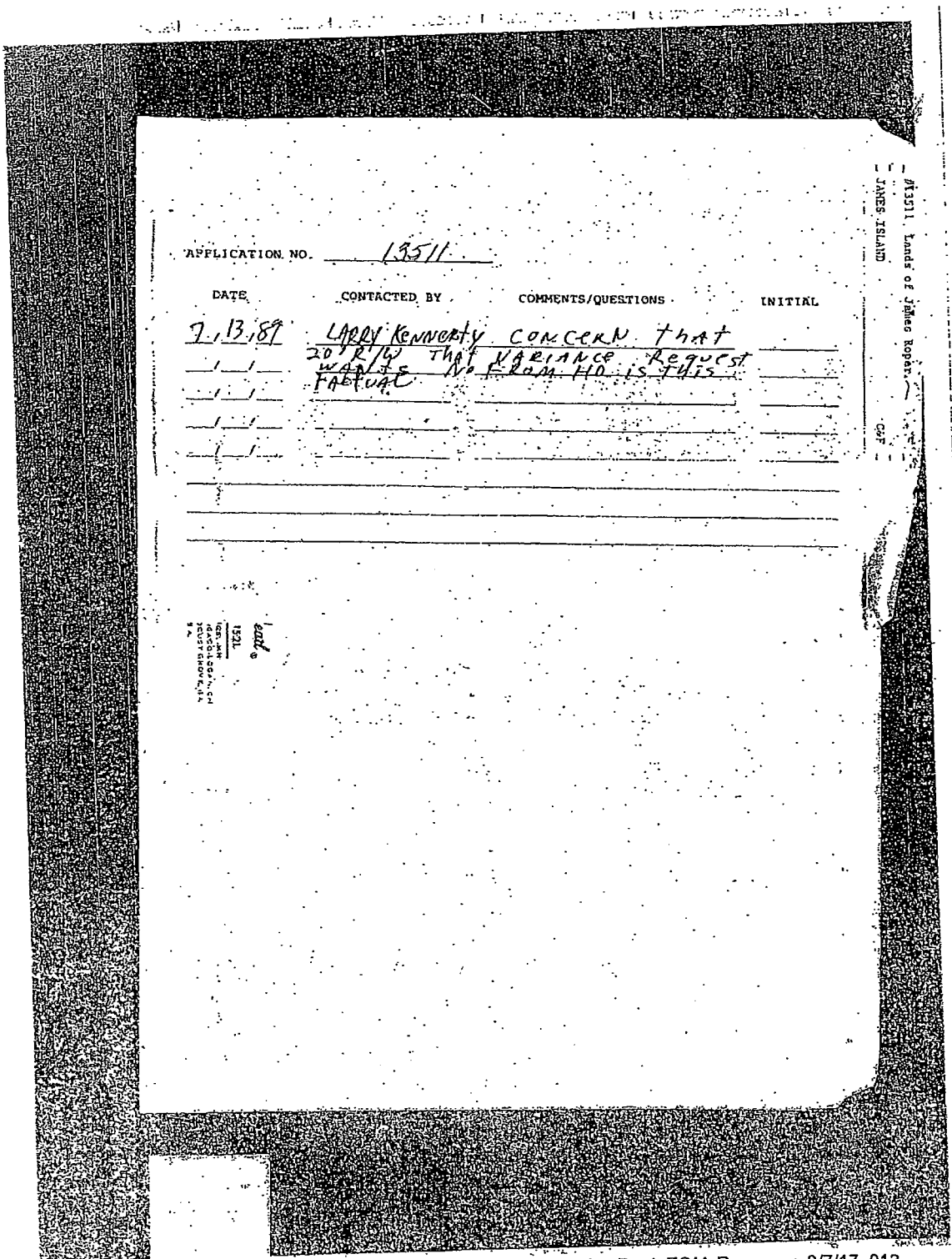
6. IS PUBLIC WATER AVAILABLE (YES) (NO)
IS PUBLIC SEWER AVAILABLE (YES) (NO)

7. ORIGINAL (OR MYLAR COPY) SUBMITTED (YES) (NO)

TO ELIMINATE UNNECESSARY DELAYS,
PLEASE REMEMBER TO PLACE TIE DISTANCE ON PLAT!
STAMPED ORIGINAL MAY BE RELEASED TO:

COMMENTS: SENT TO APPLICANT [XXX]
LEFT IN SURVEYOR'S BOX [ ]

Chas. Planning Dept. FOIA Response 3/7/17 012

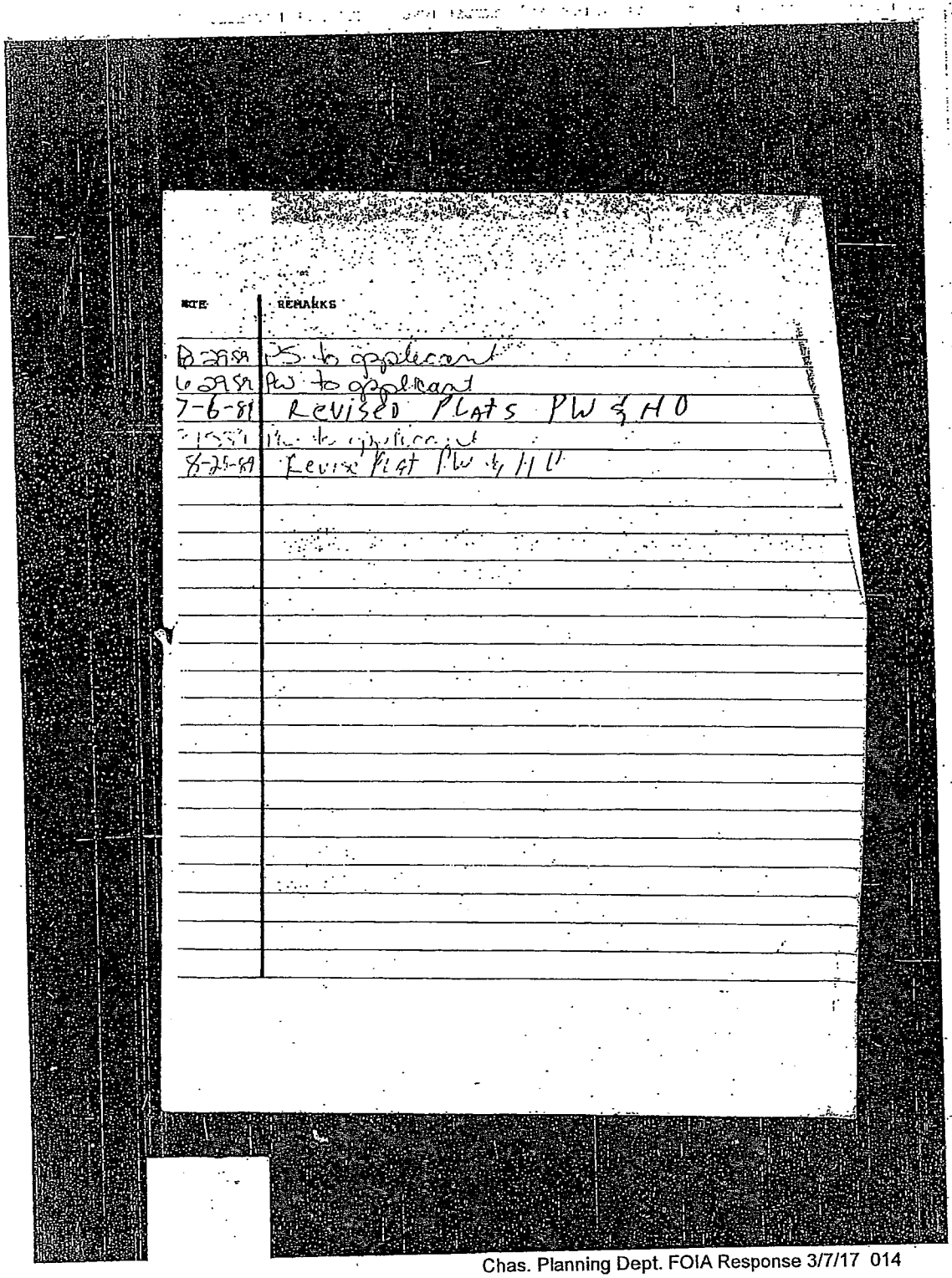


APPLICATION NO. 13511

DATE	CONTACTED BY	COMMENTS/QUESTIONS	INITIAL
7.13.89	LARRY KENNERTY	CONCERN THAT 20'R/W THAT VARIANCE Request WAIVES No From HD. IS THIS FACTUAL	
__/__/__			
__/__/__			
__/__/__			
__/__/__			

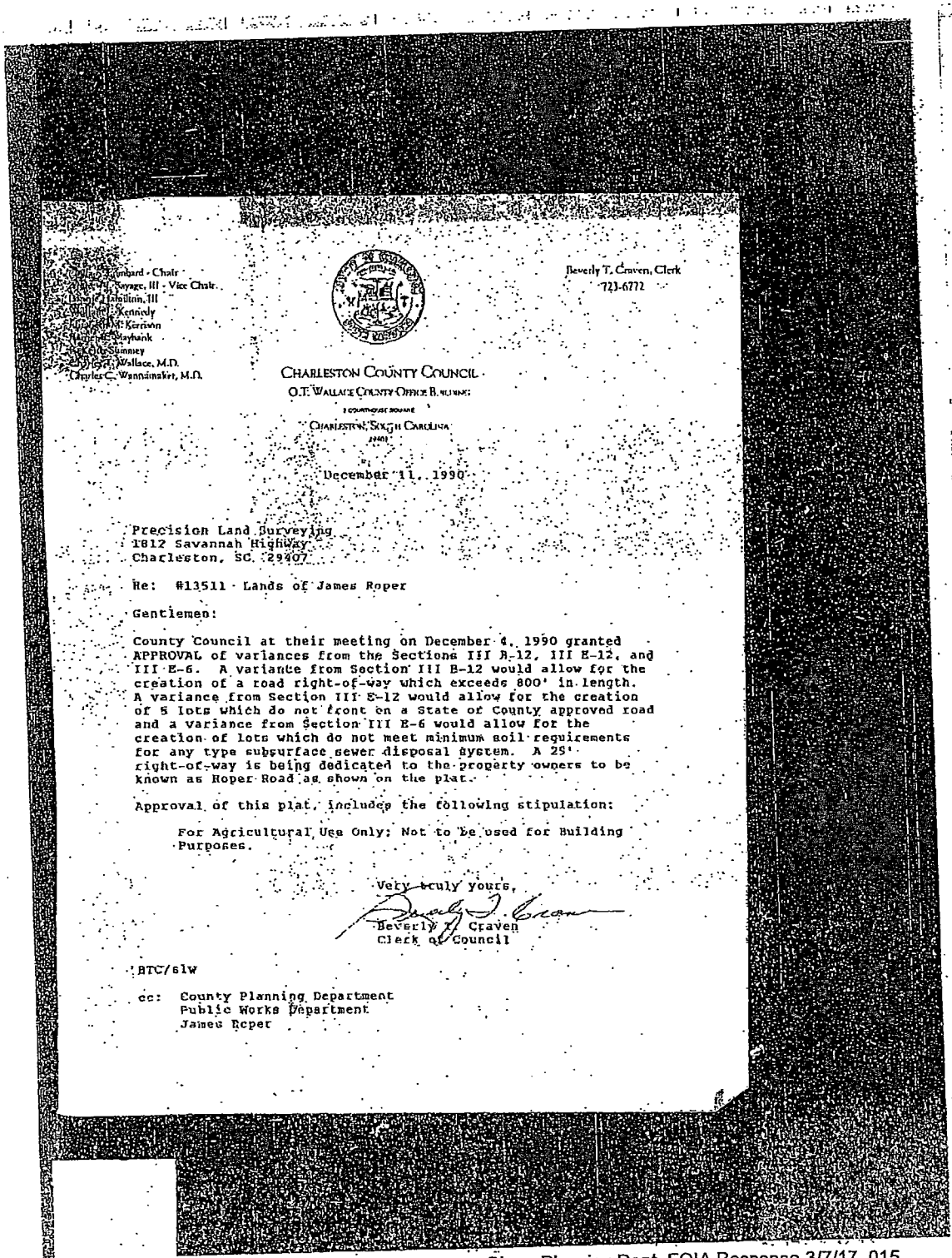
#13511 Lands of James Roper
JAMES ISLAND
C&F

Chas. Planning Dept. FOIA Response 3/7/17 013



DATE	REMARKS
6-29-81	PS to applicant
6-29-81	PW to applicant
7-6-81	REVISED PLATS PW & HO
7-15-81	PW to applicant
8-25-81	Revise Plat PW & HO

Chas. Planning Dept. FOIA Response 3/7/17 014



Beverly T. Craven, Clerk
723-6772

CHARLESTON COUNTY COUNCIL
O.T. WALLACE COUNTY OFFICE BUILDING
CHARLESTON, SOUTH CAROLINA

December 11, 1990

Precision Land Surveying
1812 Savannah Highway
Charleston, SC 29407

Re: #13511 - Lands of James Roper

Gentlemen:

County Council at their meeting on December 4, 1990 granted APPROVAL of variances from the Sections III B-12, III E-12, and III E-6. A variance from Section III B-12 would allow for the creation of a road right-of-way which exceeds 800' in length. A variance from Section III E-12 would allow for the creation of 5 lots which do not front on a State or County approved road and a variance from Section III E-6 would allow for the creation of lots which do not meet minimum soil requirements for any type subsurface sewer disposal system. A 25' right-of-way is being dedicated to the property owners to be known as Roper Road as shown on the plat.

Approval of this plat, includes the following stipulation:

For Agricultural Use Only: Not to be used for Building Purposes.

Very truly yours,

Beverly T. Craven
Clerk of Council

BTC/glw

cc: County Planning Department
Public Works Department
James Roper

Chas. Planning Dept. FOIA Response 3/7/17 015

AGENDA
November 26, 1990

#13511 - Lands of James Roper

James Island
Applicant: Keith Ruddy

Lots: 5
Acres: 11.95

1. Planning Staff & Public Works Department recommend DISAPPROVAL of this application and the granting of variances from the Sections III-B-12, III.E-12 and III.E-6. A variance from Section III.B-12 would allow for the creation of a road right-of-way which exceeds 800' in length. A variance from Section III.E-12 would allow for the creation of 5 lots which do not front on a State or County approved road and a variance from Section III.E-6 would allow for the creation of lots which do not meet minimum soil requirements for any type subsurface sewer disposal system. A 25' right-of-way is being dedicated to the property owners to be known as Roper Road as shown on the plat.

2. Health Department recommends DISAPPROVAL.

Stipulation #8

3

Chas. Planning Dept. FOIA Response 3/7/17 016

HEALTH DEPARTMENT REPORT FOR

( ) APPROVAL OF FINAL PLAT

(X) APPROVAL OF COND. & FINAL PLAT

( ) APPROVAL OF EXEMPT PLAT

APPLICATION NUMBER 13591 DATE 6-22-89

NAME OF SUBDIVISION James Roper

AN APPLICATION HAS BEEN SUBMITTED TO THE CHARLESTON COUNTY PLANNING BOARD FOR APPROVAL OF THE PLAT REFERENCED ABOVE.

VISUAL INSPECTION OF THIS SUBDIVISION MADE ON 6-22-89

BY Jim Coyle

(X) APPLICATION PENDING, PROVIDE THE FOLLOWING INFORMATION (ONLY THOSE ITEMS CHECKED).

( ) PROVIDE A LETTER FROM THE APPROPRIATE AGENCY STATING THAT APPROVED PUBLIC WATER IS PROVIDED TO EACH LOT.

( ) PROVIDE A LETTER FROM THE APPROPRIATE AGENCY STATING THAT APPROVED PUBLIC SEWAGE IS PROVIDED TO EACH LOT.

(X) SITE INSPECTION AND SOIL EVALUATION OF EACH LOT BY QUALIFIED ENVIRONMENTALIST. Lots 1 & 2 disapproved for modified system 6/28/89 ~~Lots C-2, C-3, C-4, AND C-5 ONLY~~ HT 6-30-89

APPLICATION IS ( ) APPROVED (X) DISAPPROVED DUE TO THE FOLLOWING:

( ) PROVIDED APPROVED PUBLIC SEWAGE AND APPROVED PUBLIC WATER IS PROVIDED TO EACH LOT.

( ) BASED ON SITE AND SOIL EVALUATION LOTS _____ DO MEET CURRENT MINIMUM S.C. DHEC STANDARDS.

(X) BASED ON SITE AND SOIL EVALUATION LOTS #C-1 does NOT MEET CURRENT MINIMUM S.C. DHEC STANDARDS DUE TO THE FOLLOWING:

Evidence of seasonal high GWT at less than 24"

MODIFIED SYSTEMS, HOWEVER, MAY BE CONSIDERED FOR

(X) LOT/LOTS C2 C3 C4 & C5 DO NOT MEET MINIMUM S.C. DHEC STANDARDS FOR ANY TYPE APPROVAL SUB-SURFACE DISPOSAL SYSTEM(S) DUE TO Evidence of seasonally high GWT at less than 12" on each of these proposed lots

(X) ADDITIONAL REMARKS:

RECEIVED
JUN 29 1989
CHARLESTON COUNTY PLANNING BOARD

SIGNED: _____ 19

REPRESENTATIVE
ENVIRONMENTAL HEALTH
CHARLESTON COUNTY HEALTH DEPARTMENT
334 CALHOUN STREET

Chas. Planning Dept. FOIA Response 3/7/17 017

( ) PROVIDE A LETTER FROM THE APPROPRIATE AGENCY STATING THAT APPROVED PUBLIC WATER IS PROVIDED TO EACH LOT.

( ) PROVIDE A LETTER FROM THE APPROPRIATE AGENCY STATING THAT APPROVED PUBLIC SEWAGE IS PROVIDED TO EACH LOT.

(X) SITE INSPECTION AND SOIL EVALUATION OF EACH LOT BY QUALIFIED ENVIRONMENTALIST. LOTS C-2, C-3, C-4, AND C-5 ONLY - HT 3/89

APPLICATION IS ( ) APPROVED ( ) DISAPPROVED DUE TO THE FOLLOWING:

( ) PROVIDED APPROVED PUBLIC SEWAGE AND APPROVED PUBLIC WATER IS PROVIDED TO EACH LOT.

( ) BASED ON SITE AND SOIL EVALUATION LOTS _____ DO MEET CURRENT MINIMUM S.C. DHEC STANDARDS.

(X) BASED ON SITE AND SOIL EVALUATION LOTS # C-1 does not meet CHARLESTON COUNTY PLANNING BOARD DO NOT MEET CURRENT MINIMUM S.C. DHEC STANDARDS DUE TO THE FOLLOWING:

evidence of seasonal high GWT at less than 24"

B. MODIFIED SYSTEMS, HOWEVER, MAY BE CONSIDERED FOR A specific site

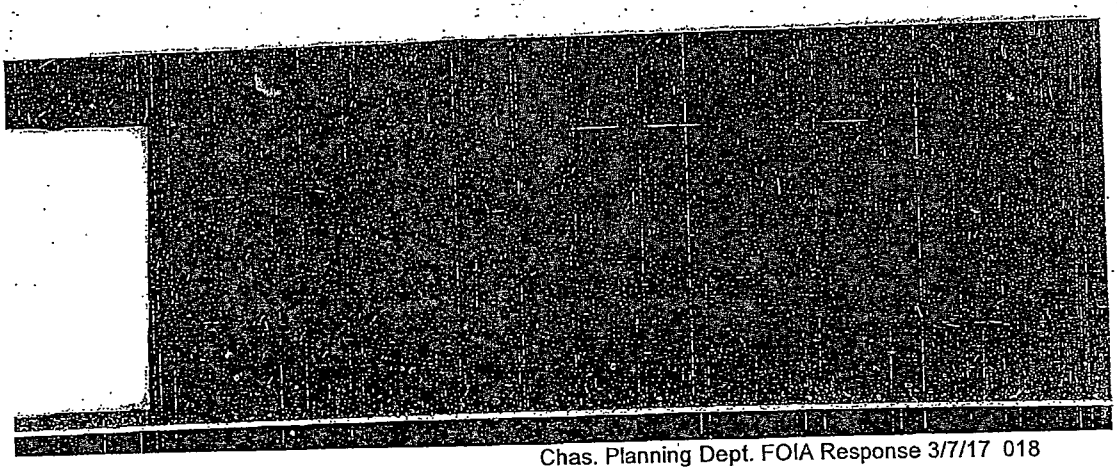
(X) LOT/LOTS C-2, C-3, C-4 + C-5 DO NOT MEET MINIMUM S.C. DHEC STANDARDS FOR ANY TYPE APPROVAL SUB-SURFACE DISPOSAL SYSTEM(S) DUE TO GW table

at Seasonal High Water table from 12" to each of these lots

(X) ADDITIONAL REMARKS: Public sewer is available to the C-5 site. Recommend that the sewer be extended to the end of the property right of way for these lots location to Public sewer

SIGNED: [signature] 9/5/89

REPRESENTATIVE
ENVIRONMENTAL HEALTH
CHARLESTON COUNTY HEALTH DEPARTMENT
334 CALHOUN STREET



Chas. Planning Dept. FOIA Response 3/7/17 018

Trident Health District
South Carolina Department Of Health And Environmental Control

Joe Carroll Chambers, M.D., M.P.H.
District Medical Director

334 Calhoun Street
Charleston, S.C. 29401

September 6, 1989

RECEIVED
'89
CHARLESTON COUNTY
PLANNING BOARD

James Roper
% Virginia Roper Brown
857 5th Avenue
Charleston, SC 29407

Re: T.M.S. #341-00-00-029, P.B. #13511, E.H. Application Numbers 5272 and 5414 thru 5417-89, Bradham Road, James Island

Dear Ms. Brown:

On May 25 and August 21, 1989, an evaluation of the soil profile at a site on each of the referenced lots was made by a qualified Environmentalist of this department. The purpose of this evaluation was to determine if each lot evaluated complies with current minimum standards as outlined in S.C. DHEC Regulation 61-56, "Individual Waste Disposal Systems Regulations and Standards".

We are pleased to inform you that proposed lot #C-1 does comply with current minimum standards for a modified conventional subsurface treatment and disposal system. A modified conventional system is somewhat more expensive to install than a conventional system. The reason for offering this type system is due to evidence of seasonally high ground water table at less than 29 inches on proposed lot C-1.

It is with regret that we must inform you that proposed lots C-2,C-3,C-4 and C-5 do not comply with current minimum standards for any type approvable subsurface treatment and disposal system offered in the S.C. DHEC Regulation 61-56. This is due to evidence of seasonally high ground water table at less than 12 inches on each of these lots (refer to S.C. DHEC Regulation 61-56, Section V, Paragraph "B").

Planning Board Approval of your plat cannot be recommended due to the unsuitability of lots C-2 thru C-5. Public sewer is located at the end of existing pavement on Bradham Road. Suggest that you contact the James Island Public Service Commission about extending the sewer lines down your proposed road right-of-way and make each of these lots accessible to public sewer service.

Dorchester County Division
201 Gavin Street
St. George, S.C. 29477
563-2331 - 821-1624

Charleston County Division
334 Calhoun Street
Charleston, S.C. 29401-1108
724-5800

Berkeley County Division
109 West Main Street
Moncks Corner, S.C. 29461
761-8090

Chas. Planning Dept. FOIA Response 3/7/17 019

If you have any questions regarding this matter, I would appreciate you calling 724-5970 between 8:30 and 9:30a.m., any Monday thru Friday to speak with me and, if necessary, schedule an appointment prior to making a trip into our office. Please have a copy of this letter in hand when you call.

Sincerely,

Ben B. Bozardt, RS
Environmental Quality Manager III
Environmental Health Services

:me

cc: Charleston County Planning Board, w/copy enclosed

Chas. Planning Dept. FOIA Response 3/7/17 020

Trident Health District

South Carolina Department Of Health And Environmental Control

Joe Carroll Chambers, M.D., M.P.H.
District Medical Director

334 Calhoun Street
Charleston, S.C. 29401

RE[illegible]D
JU[illegible]
CHARL[illegible]TY
PLANNING [illegible]

July 19, 1989

James Roper
% Virginia Roper Brown
857 5th Avenue
Charleston, SC 29407

Re: T.M.S. #341-00-00-029, P.B. #13511, E.H. Application Numbers 5414 thru 5417-89, Bradham Road, James Island

Dear Mr. Roper:

On July 14, 1989, an attempt to evaluate the soil profile on the referenced lots was made by a qualified Environmentalist of this department. The purpose of this evaluation was to determine if each lot could support an individual on-site sewage treatment and disposal system in accordance with approved standards as outlined in S.C. DHEC Regulation 61-56, "Individual Waste Disposal Systems Regulations and Standards".

This letter is to inform you that your request for Planning Board Approval of a Conditional and Final Plat is PENDING.

Due to the overgrown condition of lots C-2 thru C-5, an evaluation of these lots for subsurface treatment and disposal systems is not possible. Please have your surveyor cut site lines down all lot lines and flag all lot corners so that an evaluation of each lot can be made. No further action on your Planning Board request may be accomplished until this is done and this office is notified.

If you have any questions regarding this matter, I would very much appreciate you calling me at 724-5970 between 8:30 and 9:30a.m., any Monday thru Friday to speak with me and, if necessary, schedule an appointment prior to making a trip into our office.

Sincerely,

Ben B. Bozardt, RS
Environmental Quality Manager III
Environmental Health Services

:me

cc: Charleston County Planning Board, w/copy enclosed

Dorchester County Division
201 Carin Street
St. George, S.C. 29477
563-2351 - 021-1624

Charleston County Division
334 Calhoun Street
Charleston, S.C. 29401-1188
724-5000

Berkeley County Division
109 West Main Street
Moncks Corner, S.C. 29461
761-8090

Chas. Planning Dept. FOIA Response 3/7/17 021

Law Offices

Martin, Gailliard and Martin

61 Morris Street - P. O. Box 2037 & 2155
Charleston, South Carolina 29403-037

Daniel E. Martin, Sr.
Robert L. Gailliard
Daniel E. Martin, Jr.

Telephone
(803) 723-1638
723-1637

January 26, 1990

Mr. John Waring
Charleston County Planning Board
County Office Building
Charleston, S.C. 29401

RECEIVED
JAN 29 1990
CHARLESTON COUNTY
PLANNING BOARD

RE: TMS: 341-00-00-029

Dear Mr. Waring:

I have examined the records of the Charleston County R.M.C. Office with regard to the above mentioned property. According to information on record, J.L. Roper received this property by deed of the Estate of John Black dated July 11, 1930, and recorded in the R.M.C. Office in Book J-34, at page 271. No estate has been administered in the Charleston County Probate Court for J.L. Roper and the property is presently owned by his heirs.

With kindest regards, I am,

Yours very truly,

Daniel E. Martin, Jr.

DANIEL E. MARTIN, JR.

DEM/bm

Chas. Planning Dept. FOIA Response 3/7/17 022

RECEIVED
JUL 3 1 1989
CHARLESTON COUNTY
PLANNING DEPT.

Law Offices
Martin, Gailliard and Martin
61 Morris Street - P. O. Box 2087 & 2155
Charleston, South Carolina 29403-087

Daniel E. Martin, Sr.
Robert L. Gailliard
Daniel E. Martin, Jr.

Telephone
(803) 723-1636
723-1637

RECEIVED
JUL 3 1 1989
CHARLESTON COUNTY
PLANNING BOARD

July 21, 1989

Charleston County Planning Board
2 Courthouse Square
Charleston, S.C. 29402

RE: PROPERTY OF MR. JAMES ROPER APPLICATION # 13511

To Whom It May Concern:

As requested, please be advised that enclosed is a copy of the deed into J. L. Roper from the Estate of John Black. The deed was executed on July 11, 1930 and is recorded in the R.M.C. Office for Charleston County in Book J-34, at page 271.

Please be further advised that upon information and belief the children of J. L. Roper are as follows:

1. Virginia Roper Brown
2. Julia Roper
3. Florence Flemming
4. Percie Palmeau
5. Ruth Craig

The above information was provided by the family of James Roper.

Daniel E. Martin Jr.
DANIEL E. MARTIN, JR.

DEM/demja

Chas. Planning Dept. FOIA Response 3/7/17 023

CHARLESTON COUNTY
PLANNING BOARD

July 5, 1989

Charleston County Planning Board
2 Courthouse Square
Charleston, S.C. 29401

Re.: Application #13511; Heirs of James Roper

Dear Sirs:

We the Heirs of James Roper would like to request variances from sections of the Charleston County Subdivision regulations due to the fact that we are trying to subdivide this tract for family purposes. We as heirs of James Roper, Sr. are ourselves getting old and would like to straighten out the title of this property prior to our deaths so that our children and grandchildren don't have the problems associated with heirs property.

Through the years this tract which once stretched from Riverland Drive to the marshes of the Stono River, has been subdivided until this 5.95 Acre tract remained with only a 20' access connecting it to Bradham Road. We cannot give an additional 5' for road right-of-way due to the fact that a great portion of it would have to come from someone else's property. We are aware that this land possesses very poor soil conditions for septic systems and would like to request that the subdivision be approved with the stipulation that any lot which will not support a septic system be restricted from becoming a building lot until such time that public sewer service can be provided to that lot.

Please consider our request and thank you for your time.

Heirs of James Roper
Virginia R Brown
Julia A Roper
Priscilla P. Bricleau
Ruth Roper Craig
Florence R Fleming

Chas. Planning Dept. FOIA Response 3/7/17 024

Public Works Dept: Please complete the following and return two copies of this report to the Planning Board within three days of the on-site inspection.

DEPARTMENT OF PUBLIC WORKS

☒ APPROVAL OF COND. & FINAL PLAT

REVISED ☐ APPROVAL OF FINAL PLAT

☐ APPROVAL OF EXEMPT PLAT

Parish: James Island Tax Map No. 460-04-00-001

Application No. 13511 Date: 8/14/89

Name of Subdivision: James Roper

An application has been submitted to the Charleston County Planning Board for approval of the plat referred to above. Under the remarks section below, indicate additional drainage easements or street improvements required, and other comments relative to those portions of the Subdivision Regulations which come within the specific purview of the Department of Public Works.

Visual inspection of the subdivision made on 8/14/89 by

Larry Kennerty.

APPROVED _____ DISAPPROVED XXXX

JAMES ROGERS
Director, Department of Public Works
4350 Azalea Dr
Charleston Heights, S.C. 29405

REMARKS: *(If none, so state)*

1. Lots C1, C2, C3, C4, and C5 do not front on a state or county approved road.

2. Provide surveyors signature on plat.

RECEIVED
[illegible]
CHARLESTON [illegible] COUNTY
PLANNING [illegible]
Chas. Planning Dept. FOIA Response 3/7/17 025

Application# 13511 Date of Inspection 06-26-89
Property Owner James Roper Surveyor Precision

Charleston County Health Department, Public Works Department and Planning Staff inspected and evaluated the property shown on the survey you submitted to our office. Listed below are comments from the Planning Staff. The following items need to be added or changed on the plat.

_____ 1. Minimum size-8 1/2 x 11"
_____ 2. Maximum size-22 x 34
_____ 3. Minimum scale preliminary: 1"=200'
Exempt and Final: 1"=100'
_____ 4. Location map showing vicinity road names
_____ 5. North Arrow (True, magnetic, grid)
_____ 6. Title Block must include:

- [ ] purpose of plat ex. combing
- [ ] name of established subdivision if applicable
- [ ] area of county
- [ ] Charleston County, South Carolina
- [ ] date of survey
- [ ] total combined acreage

X 7. Show date of revised plat
_____ 8. Property owner(s) name(s)
_____ 9. Graphic scale and numerical scale
distance to mean high water 10. Distances and bearings on all perimeter lines, actually surveyed and computed with certified precision of accuracy.
for marshalnd Lt C5; acres of pond Lt C2 & Lt C1 11. Acreage for each lot (except for preliminary plats).
_____ 12. Lots numbered or lettered with block numbers where appropriate.
_____ 13. Irons/property corners marked, new or old.
propose name for Rd, reserve with 9-1-1 staff 723-6744 14. Names of roads and rights of way widths. Check street index to avoid duplication of proposed street names.
_____ 15. Tie distances to nearest county or state approved maintained road.
_____ 16. Names of adjacent property owners: except in established platted subdivisions then lot numbers.
_____ 17. Curve data
_____ 18. Document all recording information for Previously Approved rights-of-way, ingress/egress easements and drainage easement.

Chas. Planning Dept. FOIA Response 3/7/17 026

		19. "The area shown on this plat is a general representation of Coastal Council permit authority on the subject property. Critical areas by their nature, are dynamic and subject to change over time. By generally delineating the permit authority of the Coastal Council the Coastal Council in no way waives the right to assert permit jurisdiction in any critical area on the subject property whether shown or not."
plat must be signed by a licensed surveyor		20. At discretion of the Planning Director, the residual may be required to be surveyed.
		21. Surveyors signature ink seal with standard certification for Charleston County which indicates error of closure. (surveyors telephone numbers are helpful although not required).
TMS # & Lt # which affects this Lt		22. Tax map number is required on plat.
		23. Submit a preliminary plat, showing topo (1 ft. contour lines), established by a Registered Engineer or Surveyor for the State of South Carolina.
	X	24. This plat must be reviewed by the Planning Board and acted upon by County Council. In order to expediate the recording of this plat, please submit a $5.00 recording fee.
		25. Provide a letter of variance signed by the owner. This letter should cite specific reasons for the granting of a variance from Section III E-12 which would allow the approval of lots which do not front on a road constructed to county standards. Please state if lots are to be divided amongst family members or other purposes for dividing property.
dead end streets over 800' in len	8th	26. Provide a letter of variance from Section III E-12 stating the reasons the variance should be granted.
	X	27. The Charleston County Health Department will notify you of their findings after an on-site inspection has been completed by a member of their staff.
	X	28. The Charleston County Public Works Department comments were not received by the date of this mailing. For information concerning their reports contact Mr. Ken Rosenbaum, 745-2207.
		29. For Bonding purposes, the Public Works Department must approve in writing the estimated cost of completion for road(s) and drainage. The letter of credit must be 125% of the approved estimated cost.
		30. For bonding purposes the Health Department must approve in writing the estimated cost of completion for water and sewer. The letter of credit must be 125% of the approved estimated cost.
		31. List all prior plat/deed references.

Chas. Planning Dept. FOIA Response 3/7/17 027

X 32. Certificate of Ownership prepared by an Attorney. Please place application # on letter.

X 33. Appropriate Standard dedication statements signed.

Road Right-of-Ways

|_| Public
I/We hereby dedicate the 50' road right of way to the use of the public forever. Owners of these lots and their heirs and assigns guarantee its maintenance until such time as it is accepted into a public maintenance system.

|X| Private
I/We hereby dedicate the 50' road right-of-way to the use of the property owners. The owners of these lots and their heirs an assigns guarantee its maintenance.

|_| Homeowners Agreement
We hereby dedicate the roads and drainage easements shown hereon to the use of the (Homeowners Association). The approval of this plat in no way obligates the County of Charleston to accept for continued maintenance any of the roads or easements shown on this plat.

|_| Final Subdivision Plat
We/I hereby dedicate the roads and drainage easements to the use of the public forever.

Drainage Easements

|_| "I/We hereby dedicate the (width) drainage easement to the use of the Public forever."_____(owner)

|_| If more than 3 drainage easements, (I/we) hereby dedicate the drainage easements shown on this plat to the use of the public forever."_____(owner)

|_| If drainage easement is not an existing ditch but reserved for future use: "Approval of this plat in no way obligates the County of Charleston to maintain this easement until it has been constructed to County standards."

X 34. Submit a letter certifying the availability of Public water and sewer.

Public Water

|_| Bull's Bay Water
|X| CPW
|_| Mt. Pleasant Water Works
|_| St. John's Water Co

Public Sewer

|X| James Island
|_| Kiawah Service District
|_| Mt. Pleasant Sewer Commission
|_| N. Chas Sewer District
|_| St. Andrews

Chas. Planning Dept. FOIA Response 3/7/17 028

Additional Items for Preliminary Plat

_____1. Proposed layout and plan for entire tract.
_____2. Physical features of entire track showing contour intervals of one foot, based on mean sea level, existing drainage ditches, roads and wooded areas.
_____3. Bench mark and datum used on plat (MSL).
_____4. General drainage plan for entire track.
_____5. Certification of perimeter.
_____6. Drainage easements as required by Public Works Department.
_____7. Total acreage (of all lots combined).
_____8. Tree Survey of significant trees for roads and drainage easements in resident zones.
_____9. Tree Survey per requirements of tree ordinance.

Additional Comments:

Expand 20' road R/W to 25' in width. Line & show property area to Stono River
Show acreage and distance ±

If you have any questions concerning these comments contact John Waring, Sharon Whaley, Ray Brown, or me at the Planning Department (723-6739) and refer to your application number.

Sincerely,

M Schneider

Miki M. Schneider
Subdivision Administrator

6.29.89
Date Form Completed

Chas. Planning Dept. FOIA Response 3/7/17 029

Public Works Dept: Please complete the following and return two copies of this report to the Planning Board within three days of the on-site inspection.

RECEIVED
JUN 2 9 1989
CHARLESTON COUNTY PLANNING

DEPARTMENT OF PUBLIC WORKS

☒ APPROVAL OF COND. & FINAL PLAT

☐ APPROVAL OF FINAL PLAT

☐ APPROVAL OF EXEMPT PLAT

Parish: JAMES ISLAND Tax Map No. 460-04-00-001

Application No. 13511 Date: 06-26-89

Name of Subdivision: James Roper

An application has been submitted to the Charleston County Planning Board for approval of the plat referred to above. Under the remarks section below, indicate additional drainage easements or street improvements required, and other comments relative to those portions of the Subdivision Regulations which come within the specific purview of the Department of Public Works.

Visual inspection of the subdivision made on 6/27/89 by

Larry Kennedy&Kenneth E. Ravenbeus

APPROVED _____ DISAPPROVED XXXXX

JAMES ROGERS
Director, Department of Public Works
4350 Azalea Dr
Charleston Heights, S.C. 29405

REMARKS: *(If none, so state)*

1. Lots C1, C2, C3, C4 and C5 do not front on a state or county approved road.

2. Provide surveyors signature on plat.

Chas. Planning Dept. FOIA Response 3/7/17 030

Estate of John Black

271

BOOK J, 34 TITLE TO REAL ESTATE

To

J. L. Roper

The State of South Carolina

Whereas, John Black died intestate on or about the 17th day of March, 1916, seized and possessed of a tract of land consisting of Fifty-one acres of land located on James Island, Charleston County and State aforesaid, of which the premises herein after described is a part and parcel, leaving surviving him as his sole heirs at law and distributees his following named children, to-wit: Martha Green, nee Black; Isabella Pinckney, nee Black; John Dorsett, nee Black; and Mary Anderson, nee Black; and

Whereas, said Julia Dorsett died intestate on or about the ___ day of December, 1925, leaving surviving her as her sole heir at Law and distributee her husband Benjamin Dorsett, a adult, widower and now unmarried.

Now KNOW ALL MEN BY THESE PRESENTS, THAT We, the said Martha Green, Isabella Pinckney, Mary Anderson and Benjamin Dorsett, all of Charleston County, ___ in the State aforesaid, ___ in consideration of the sum of Eight Hundred And Twenty-five (825.00) ___ Dollars, to ___ us, ___ in hand paid at and before the sealing of these Presents by J. L. Roper, of James Island, in Charleston County, ___ the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said J. L. Roper ___

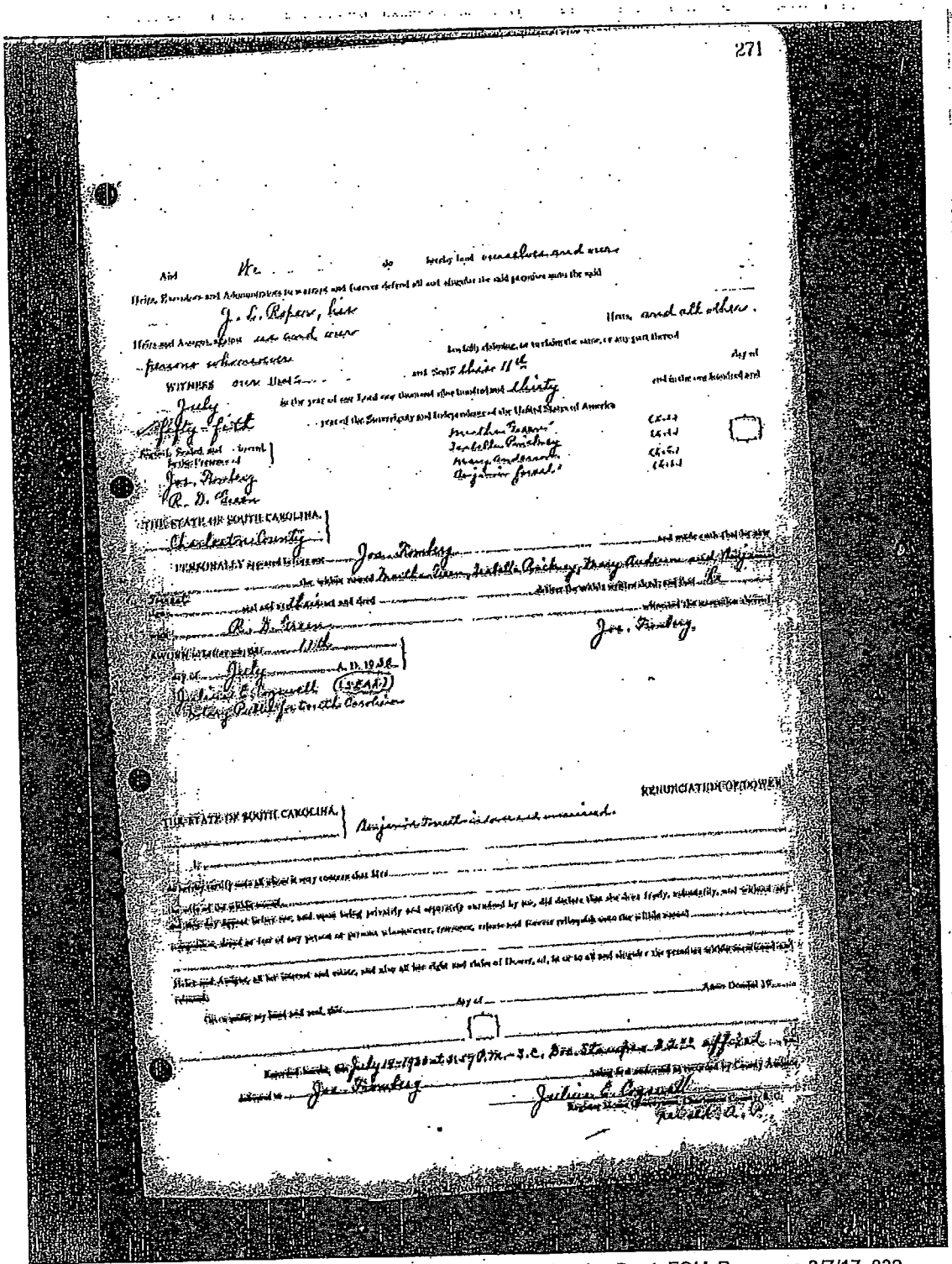
All that tract of land, situate, lying and being on James Island, in Charleston County, State aforesaid, containing And Containing Fifty-one (51) Acres more or less, ___ Butting and Bounding North on lands now or late of Paul Delaney, said ___ Dorsett Public Road, South on lands now or late of Emeline Haines, and ___ of John Black, and West on Marshes of Stono River, which said tract of land ___ the Northernmost division of Eleven acres of land appearing on a plat of ___ dated the 12th day of April, 1899 annexed to a Deed from T. H. Sale, Master, to John Black, recorded in Book P 23 page 191 in the R. M. C. Office for Charleston County, S. C. ___ recorded in Book P 23 page 191 in the R. M. C. Office for Charleston, ___

The consideration hereinabove set forth being the true, full and entire consideration.

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 ___ J. L. Roper, his ___ Heirs and Assigns forever.

Chas. Planning Dept. FOIA Response 3/7/17 031



271

And We ... do hereby bind ourselves and ours
Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said
J. L. Reeves, his
Heirs and Assigns, and against ... and ... and all others.
persons whomsoever.
WITNESS our Hand ... and Seal this 11th
July
fifty-first
Jos. Rowley
R. D. Green
THE STATE OF SOUTH CAROLINA.
Charleston County
PERSONALLY appeared before me Jos. Rowley
the within named
Julia E. Bagnall
Notary Public for South Carolina
RENUNCIATION OF DOWER
THE STATE OF SOUTH CAROLINA.
Benjamin Smith wife of
Jos. Rowley
Julia E. Bagnall
Notary Public for South Carolina

Public Works Dept: Please complete the following and return two copies of this report to the Planning Board within three days of the on-site inspection.

DEPARTMENT OF PUBLIC WORKS

☐ APPROVAL OF COND. & FINAL PLAT

REVISED

☐ APPROVAL OF FINAL PLAT

☐ APPROVAL OF EXEMPT PLAT

Parish: James Island Tax Map No. 460-04-00-001

Application No. 13511 Date: 8/29/89

Name of Subdivision: James Square

An application has been submitted to the Charleston County Planning Board for approval of the plat referred to above. Under the remarks section below, indicate additional drainage easements or street improvements required, and other comments relative to those portions of the Subdivision Regulations which come within the specific purview of the Department of Public Works.

Visual inspection of the subdivision made on 8/29/89 by

Lacey Kennedy.

APPROVED _____ DISAPPROVED XXXX

JAMES ROGERS
Director, Department of Public Works
4350 Azalea Dr
Charleston Heights, S.C. 29405

REMARKS: (If none, so state)

1. Lots C1, C2, C3 C4, and C5 do not front on a [illegible] or county approved road.

2. Provide surveyors signature on plat.

Chas. Planning Dept. FOIA Response 3/7/17 033

J. Kitty Moore, Chairman
Grace Hicks, Vice Chairman
Diana Beach
Richard L. Brown
Penelope C. Davis
Bob Miller
John P. Seabrooks
Roland Tyler
Henry Williams

William Miller Hamilton

Phone: (803) 723-6739
In Reply Refer To:

County of Charleston

Charleston, South Carolina

PLANNING DEPARTMENT
COUNTY OFFICE BUILDING
2 COURT HOUSE SQUARE
CHARLESTON, SC 29401-2566

MEMORANDUM

TO: Precision Land Surveying

FROM: Charleston County Planning Department

SUBJECT: Disapproval Application, #13511-Lands of James Roper

DATE: November 21, 1990

The above mentioned subdivision application will be presented to the Charleston County Planning Board at its meeting on November 26, 1990 at 4:00 P.M., in the Chambers of the Charleston County Council, Fourth Floor, County Office Building. As the subdivision request does not meet the requirements of the Charleston County Subdivision Regulations, Planning staff has no alternative but to recommend disapproval of the request.

You will be given an opportunity to present your case and answer any questions the Planning Board members may have concerning this application at this meeting. The Planning Board, after due deliberation and discussion, will arrive at their own recommendation regarding each and every application submitted for their consideration.

The recommendations of the Planning staff and Planning Board are then forwarded to the Council Planning & Development Committee for their recommendation to County Council. Considering the three recommendations, Council will then make the final decision. While the official County Council meetings are open to and attended by the public, the agenda items are not normally discussed with the public at that time. Any citizen may, however, write to Council members at any time on any subject.

If you have any questions, please do not hesitate to call the Planning staff at 723-6739. Meeting dates are posted below for your convenience.

PLANNING BOARD:	November 26, 1990
PLANNING & DEVELOPMENT COMMITTEE:	November 30, 1990*
COUNTY COUNCIL:	December 4, 1990*

* Subject to change.

cc: James Roper

Chas. Planning Dept. FOIA Response 3/7/17 034

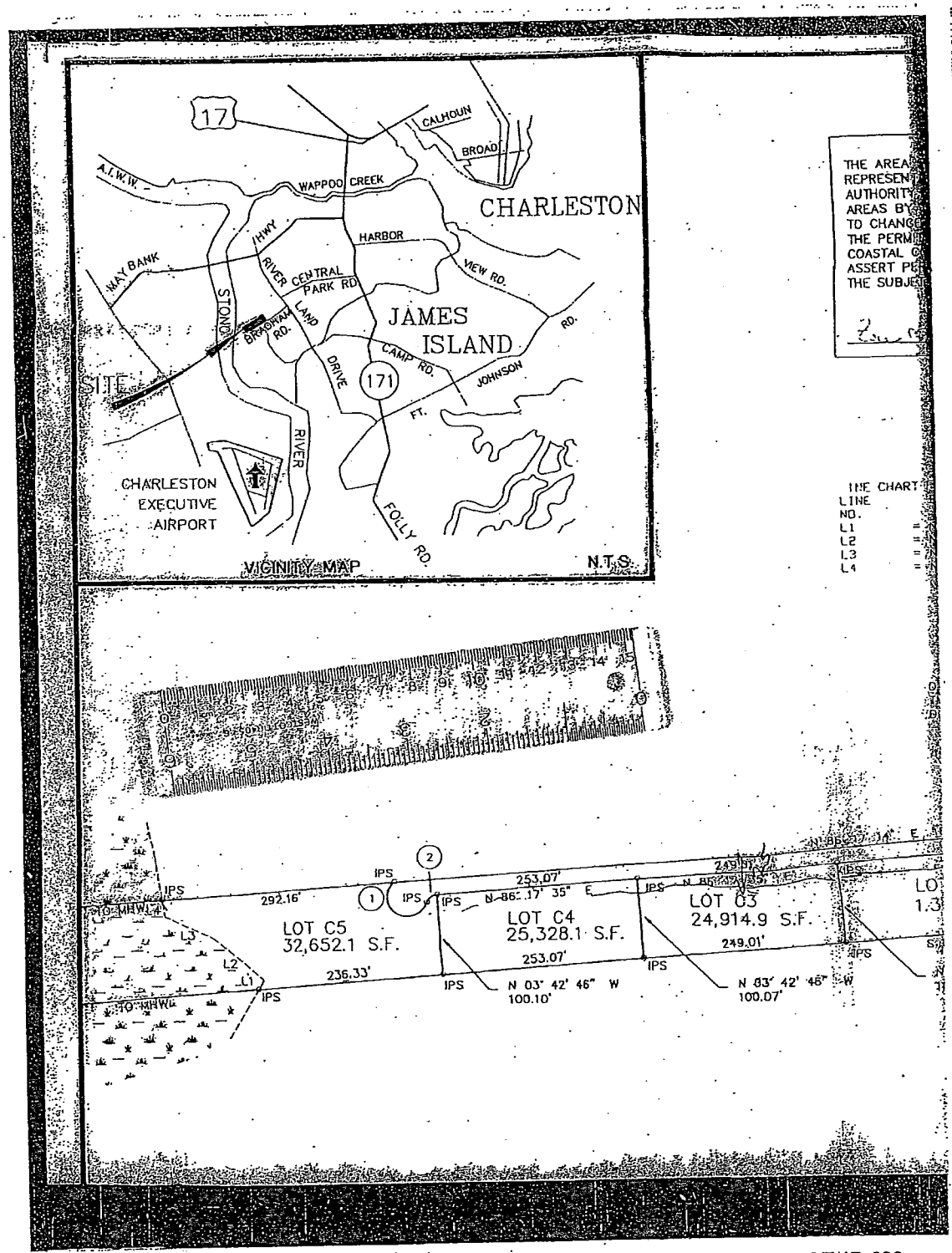
13511 James Roper

James Isl.
Keith Ludy 11.95

PS + PUD Rec Disapproval ~~of~~
~~The Grant~~ of This Application +
To The Granting of Var. From Sections
III-B-12, III-E-12, III-E-6,
A Var. From Section III-B-12 would
Serious Jeop. The Character of A Res.
P.U.D. which Exists 800' In Vicinity
A Var From III-E-12 would Allow
For The Creation of 5 Lots with
No Access on A Street or Create
Lot Lot. + A Var. From Section III-E-6
would Allow For The Creation
Lots which Do Not Meet ~~The~~ Min.
~~Size Req.~~, Meet Min. Setb. Req. From
Any Type Stormwater Sewer Water
System A 25' R/W is
Dedicated To The End Of Street
To Be Known & Named As
Shown on The Plat

HD Rec Dis.

Sep. 8



Chas. Planning Dept. FOIA Response 3/7/17 036

AREA SHOWN ON THIS PLAT IS A GENERAL
ESENTATION OF COASTAL COUNCIL PERMIT
ORITY ON THE SUBJECT PROPERTY. CRITICAL
S BY THEIR NATURE, ARE DYNAMIC AND SUBJECT
HANGE OVER TIME. BY GENERALLY DELINEATING
PERMIT AUTHORITY OF THE COASTAL COUNCIL THE
TAL COUNCIL IN NO WAY WAIVES THE RIGHT TO
RT PERMIT JURISDICTION IN ANY CRITICAL AREA ON
SUBJET PROPERTY WHETHER SHOWN OR NOT.

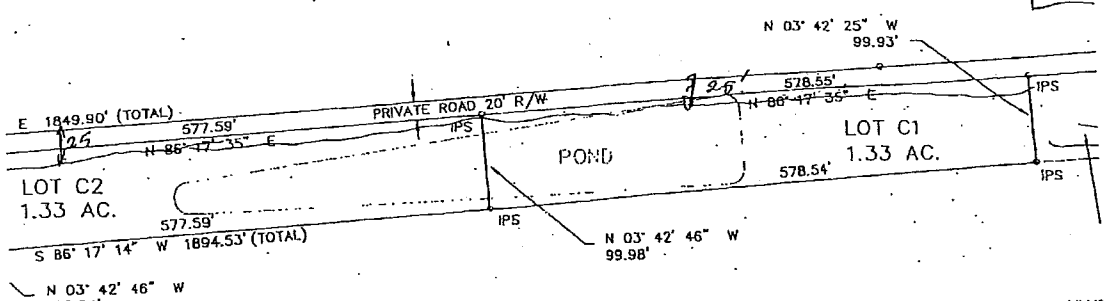
WE THE HEIRS OF JAMES ROPER, DO HEREBY DEDICATE THE 20' ROAD RIGHT-OF-WAY TO THE USE OF THE PROPERTY OWNERS. THE OWNERS OF THESE LOTS AND THEIR HEIRS AN ASSIGNS GUARANTEE ITS MAINTENANCE.

HART FOR C.C.C.L.

BEARING	DIST
= N 31° 19' 46" E	13.35'
= N 49° 25' 54" W	78.80'
= N 64° 02' 30" W	65.87'
= N 09° 31' 10" W	21.50'

D SOLOMON
TMS# 341-00-00-028
D.B. P137 PG. 344

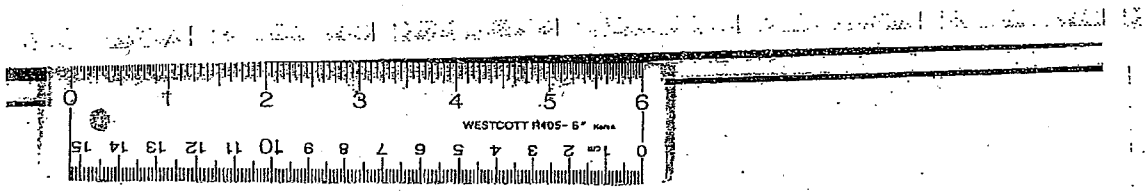
H. B. SIMMONS
TMS# 341-00-00-027
D.B. 283 PG. 42



DOLLY ROBINSON
TMS# 341-00-00-032
D.B. S103 PG. 283
P.B. Q PG. 40

LILLIE
TMS#
D.B.

Chas. Planning Dept. FOIA Response 3/7/17 037



EBY DEDICATE THE
THE PROPERTY
ID THEIR HEIRS AN

N
MAG

B. SIMMONS
5# 341-00-00-027
3. 283 PG. 42

W. PINCKNEY &
J. P. BROWN
TMS# 341-00-00-026
D.B. 74 PG. 384

RUTH R. CRAIG
TMS # 341-00-00-023
D.B. N107 PG. 27

N 03° 42' 25" W
119.86'

S 03° 42' 25" E
99.86'

N 86° 17' 35" E 820.99'

N 86° 17' 35" E 548.00'

IPS

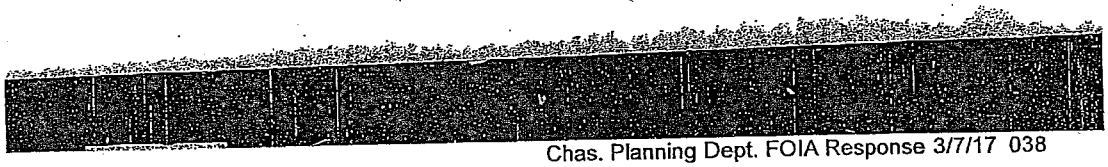
JAMES ROPER, JR.
TMS# 341-00-00-022
D.B. PG.

1801' ±
TO RIVERLAND DR.

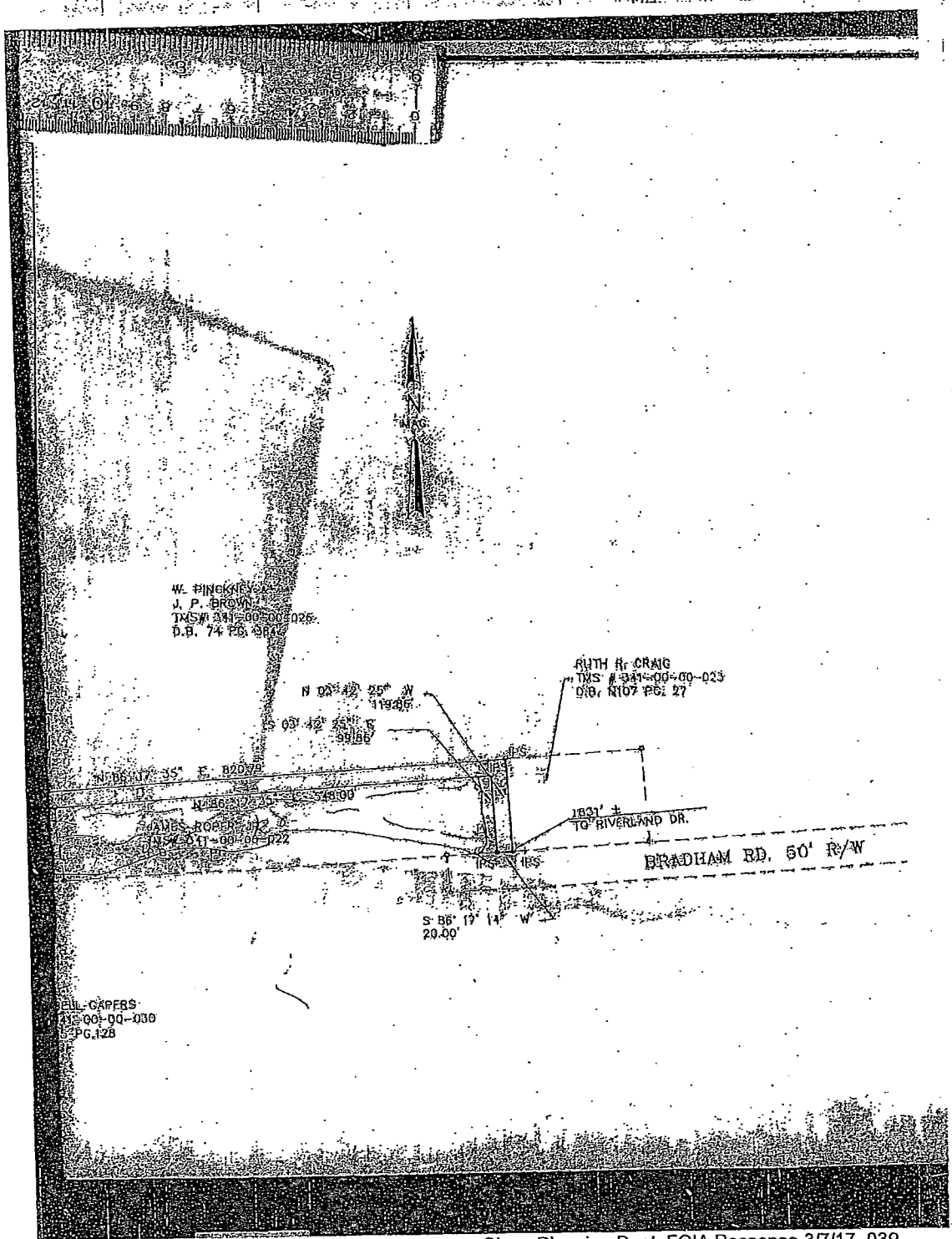
BRADHAM RD. 5

S 86° 17' 14" W
20.00'

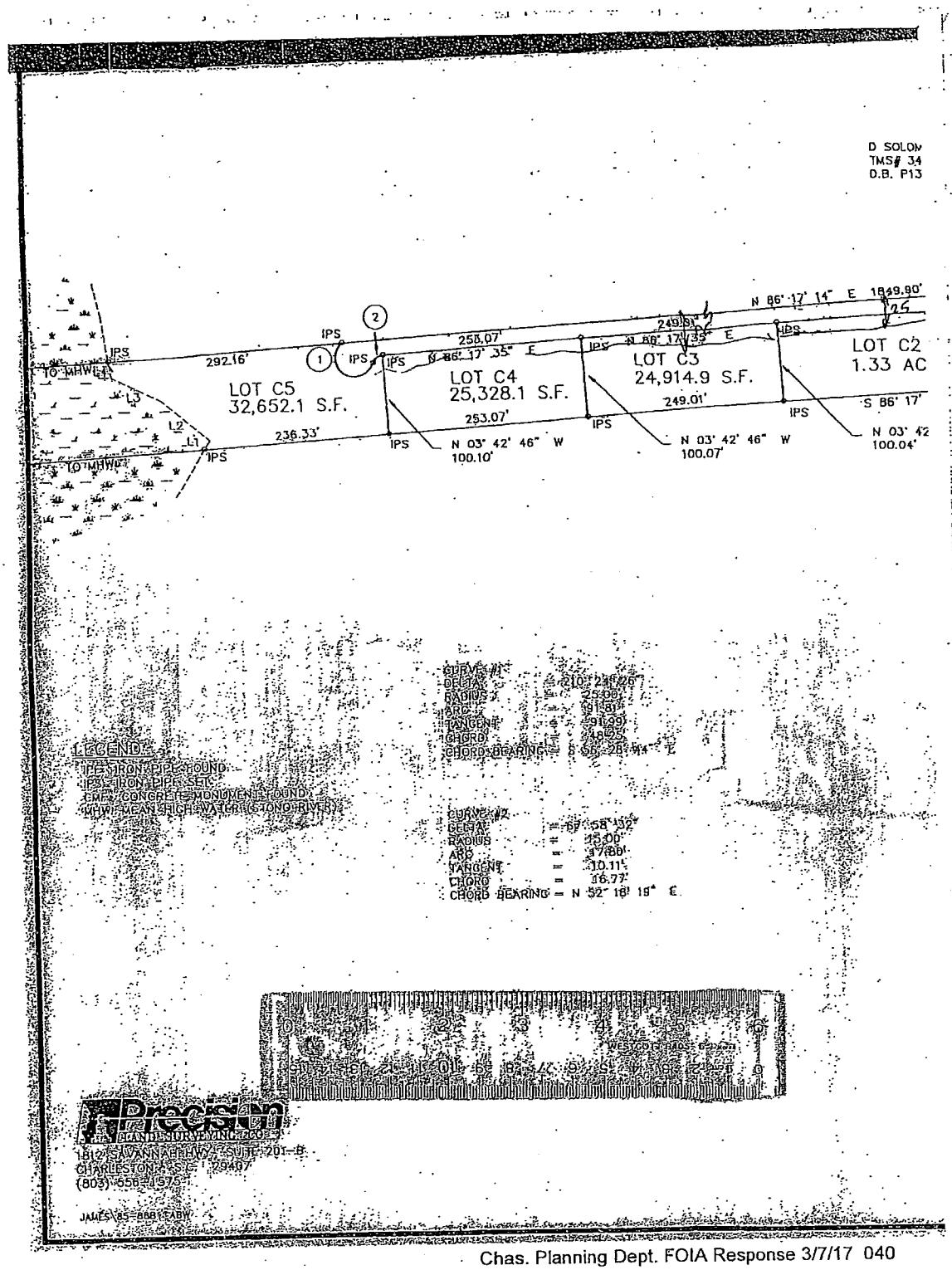
LILLIE BELL CAPERS
TMS# 341-00-00-030
D.B. S85 PG.128



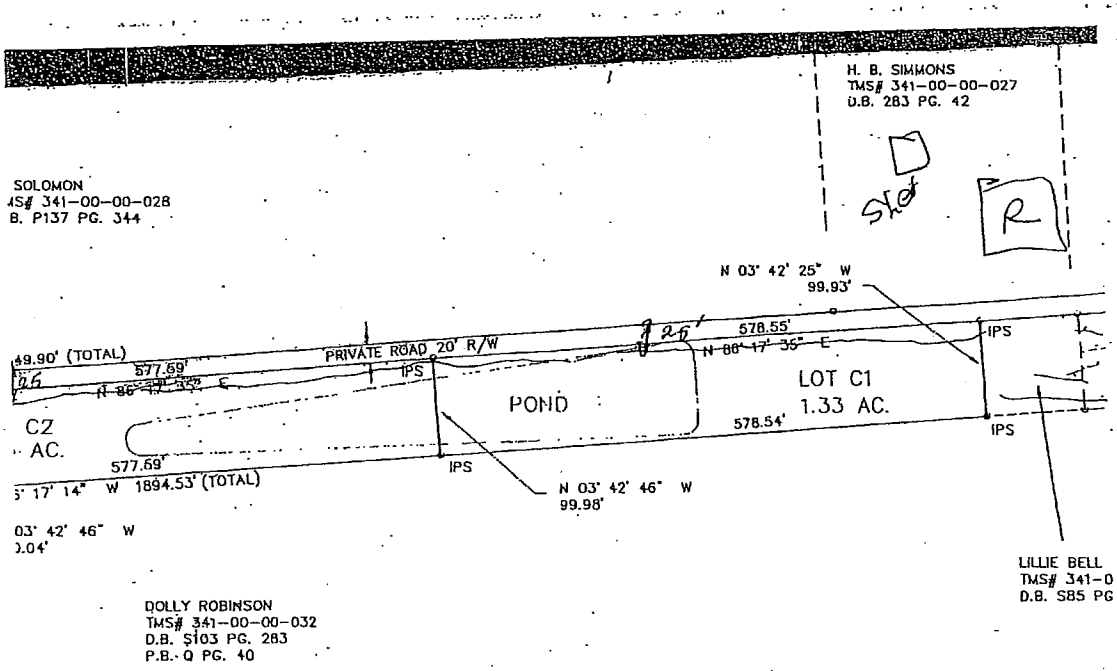
Chas. Planning Dept. FOIA Response 3/7/17 038

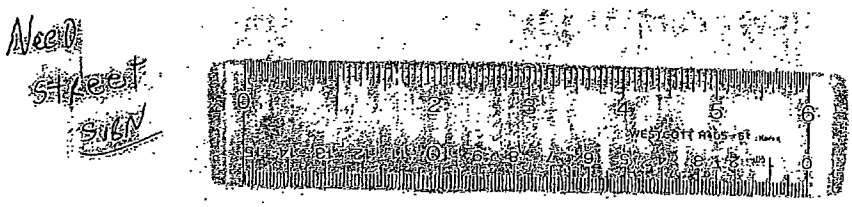


Chas. Planning Dept. FOIA Response 3/7/17 039



Chas. Planning Dept. FOIA Response 3/7/17 040





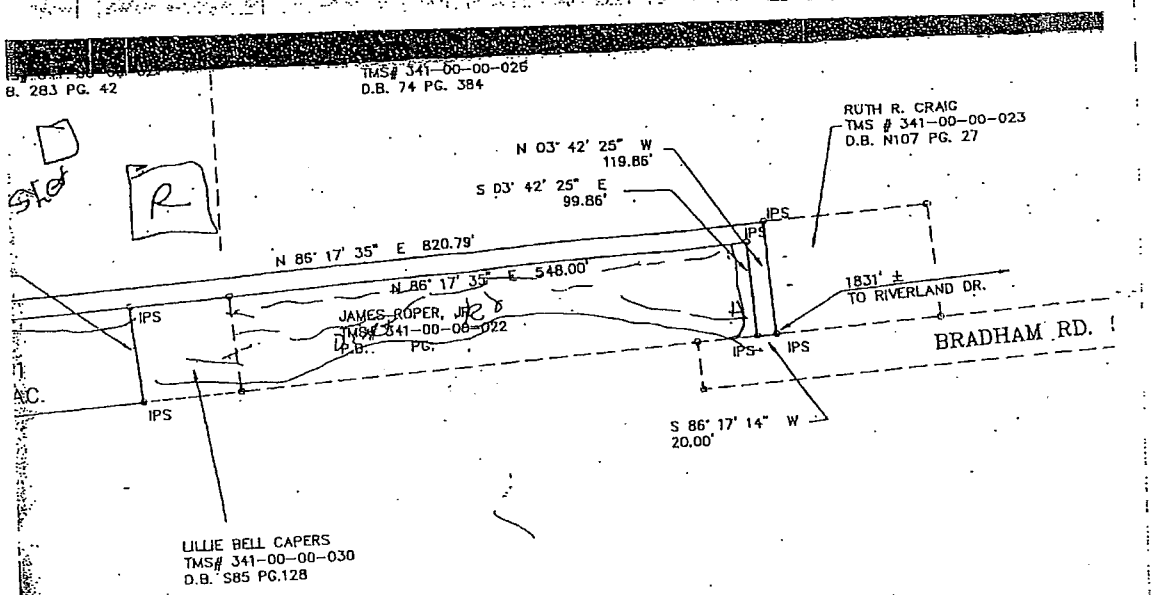
PLAT OF THE SUBDIVISION OF 5.95 ACRES
OWNED BY JAMES ROPER
TO CREATE 5 LOTS
LOCATED ON
JAMES ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

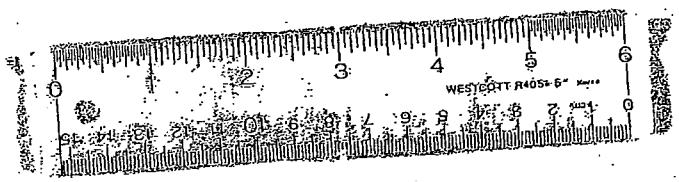
1" = 100' DATE: JANUARY 9, 1989

SCALE IN FEET

100 0 100 200

Chas. Planning Dept. FOIA Response 3/7/17 041





RECEIVED
JUN 2 2 1989
CHARLESTON COUNTY
PLANNING DEPT.

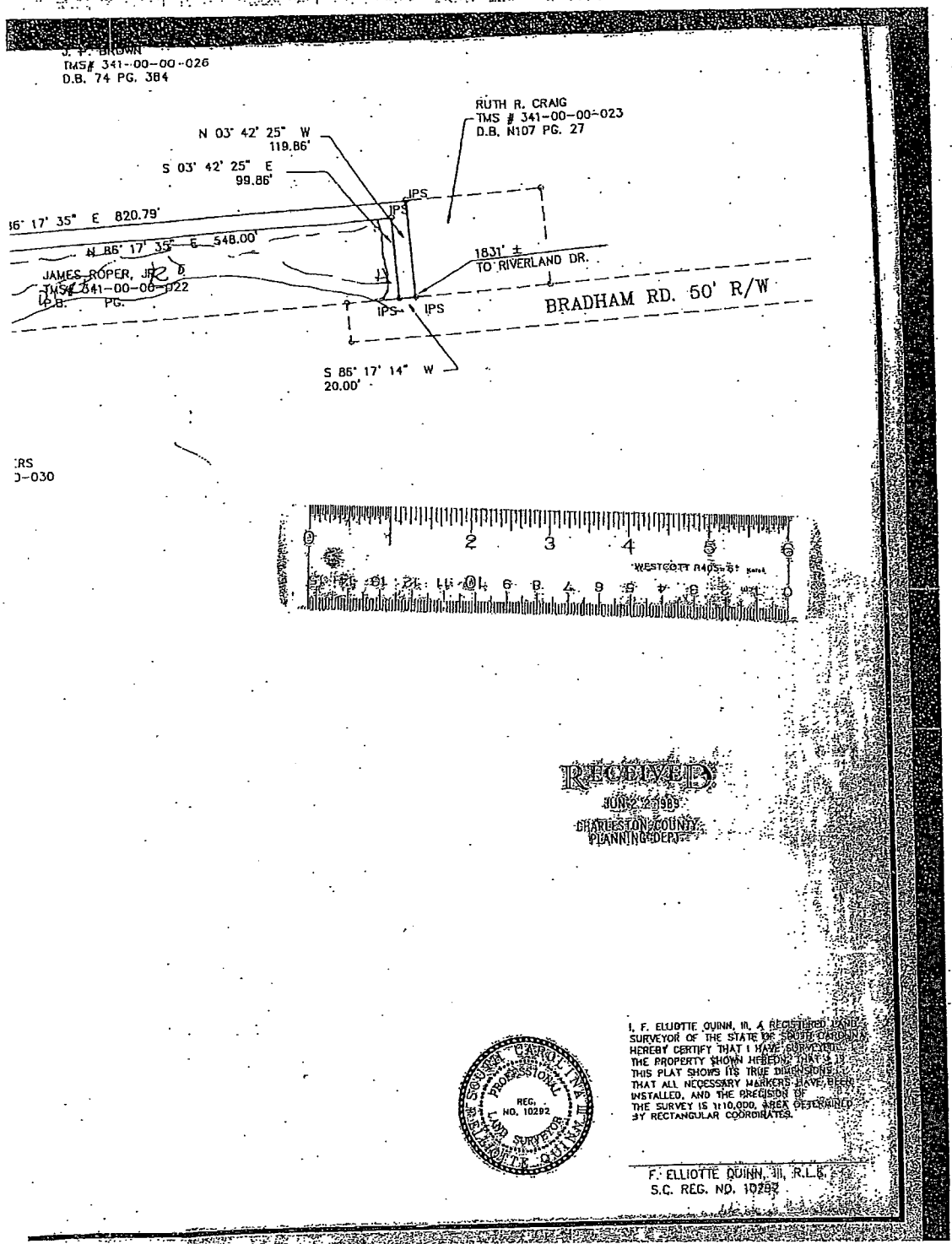
95 ACRES

AROLINA

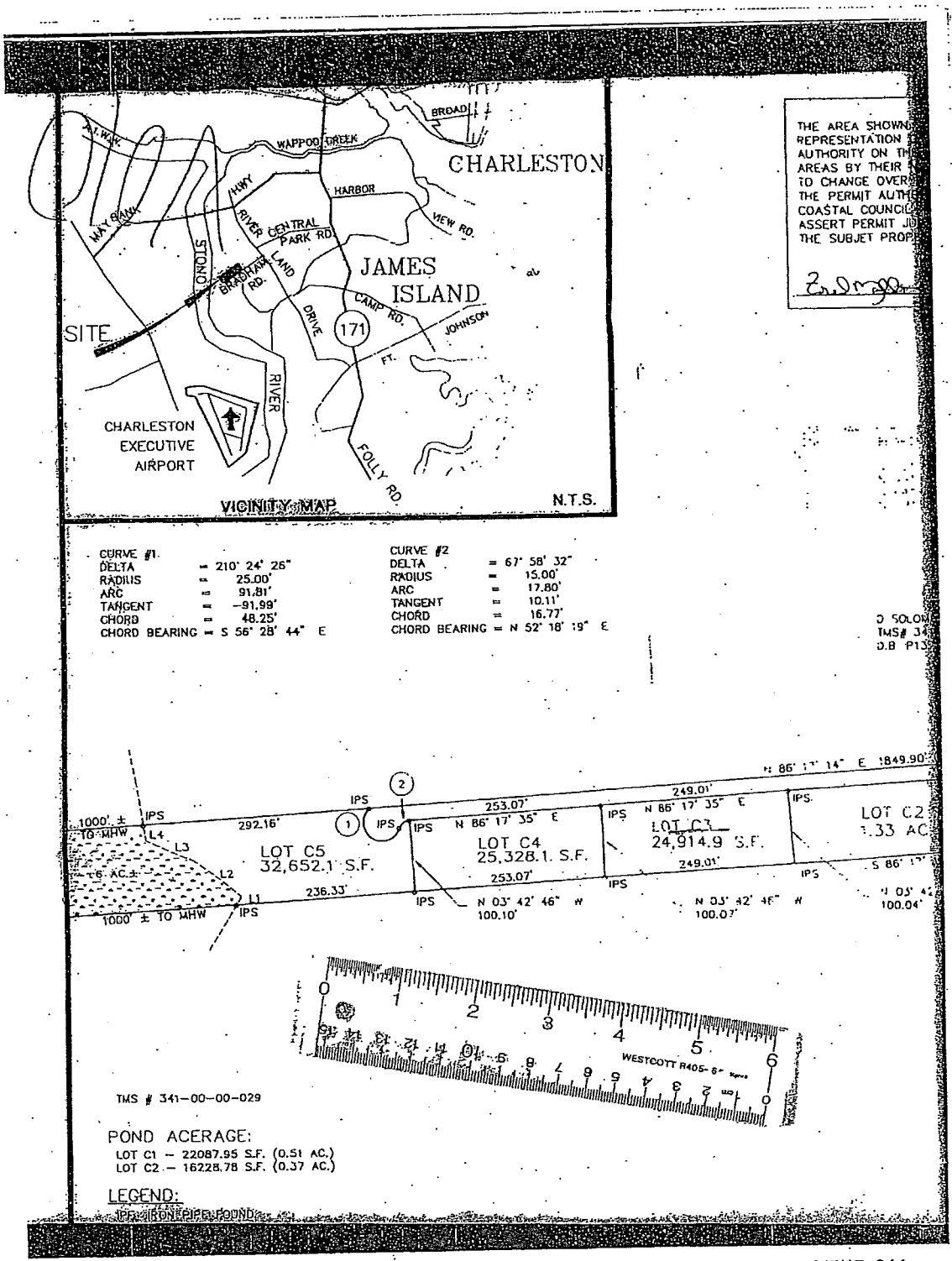
I, F. ELLIOTT I
SURVEYOR OF
HEREBY CERTIF
THE PROPERTY
THIS PLAT SHO
THAT ALL NECI
INSTALLED, AN
THE SURVEY IS
BY RECTANGUL

F. ELLIOT
S.C. REG.

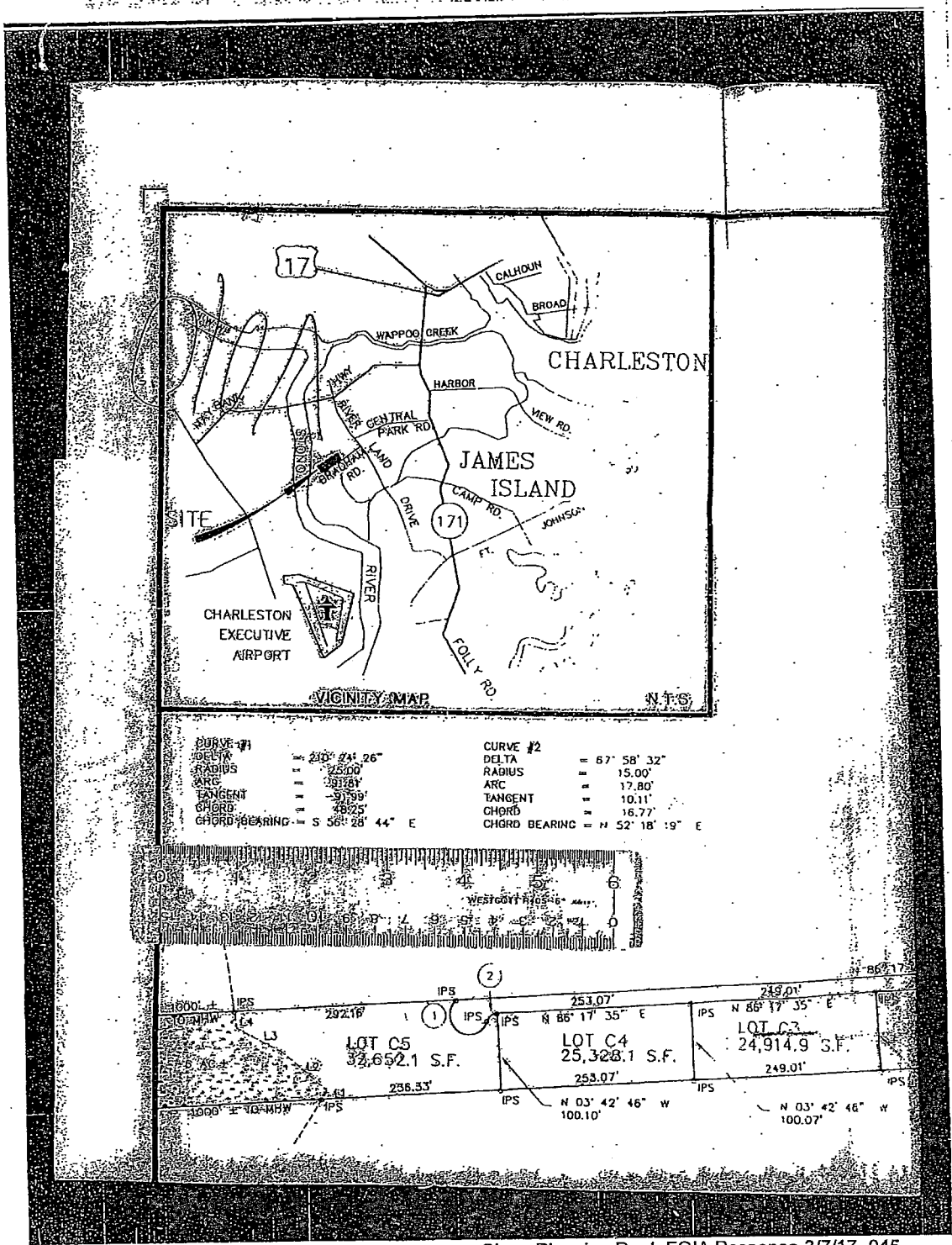
Chas. Planning Dept. FOIA Response 3/7/17 042



Chas. Planning Dept. FOIA Response 3/7/17 043



Chas. Planning Dept. FOIA Response 3/7/17 044



Chas. Planning Dept. FOIA Response 3/7/17 045

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF COASTAL COUNCIL PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE COASTAL COUNCIL THE COASTAL COUNCIL IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION IN ANY CRITICAL AREA ON THE SUBJET PROPERTY WHETHER SHOWN OR NOT.

06-03-89

WE THE HEIRS OF JAMES ROPER, DO HEREBY DEDICAT 20' ROAD RIGHT-OF-WAY TO THE USE OF THE PROPE OWNERS, THE OWNERS OF THESE LOTS AND THEIR HE ASSIGNS GUARANTEE ITS MAINTENANCE.

Virginia Roper Brown

Florence R. Thompson

Sadie K Roper

H. B. SIMMONS
TMS# 341-00-
D.B. 283 PG

D SOLOMON
TMS# 341-00-00-028
D.B P137 PG 344

N 03° 42' 25" W
99.93'

578.55'
N 86° 17' 35" E

N 86° 17' 14" E 1849.90' (TOTAL)

577.59'
N 86° 17' 35" E

ROPER ROAD 20' R/W

IPS

LOT C2
1.33 AC.

LOT C
1.33 AC.

577.59'

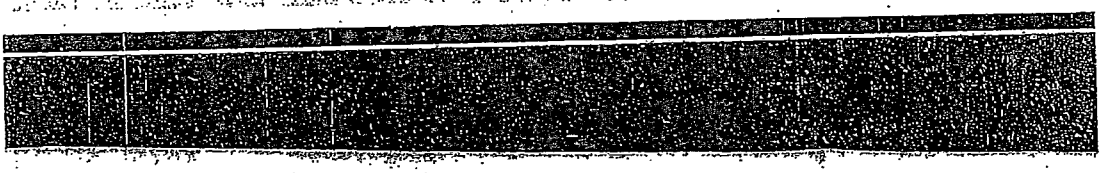
S 86° 17' 14" W 1894.53' (TOTAL)

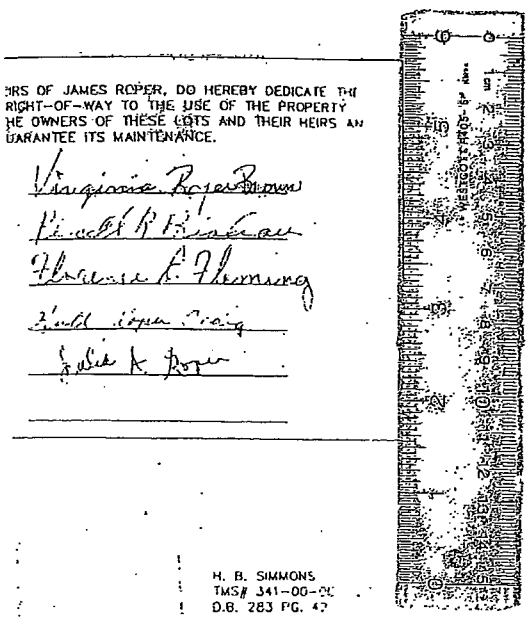
N 03° 42' 46" W
99.98'

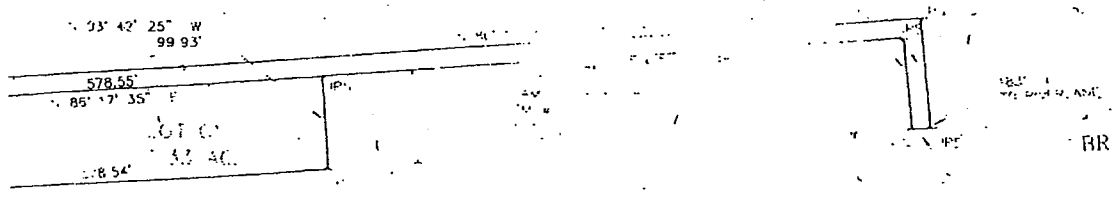
N 03° 42' 46" W
100.04'

DOLLY ROBINSON

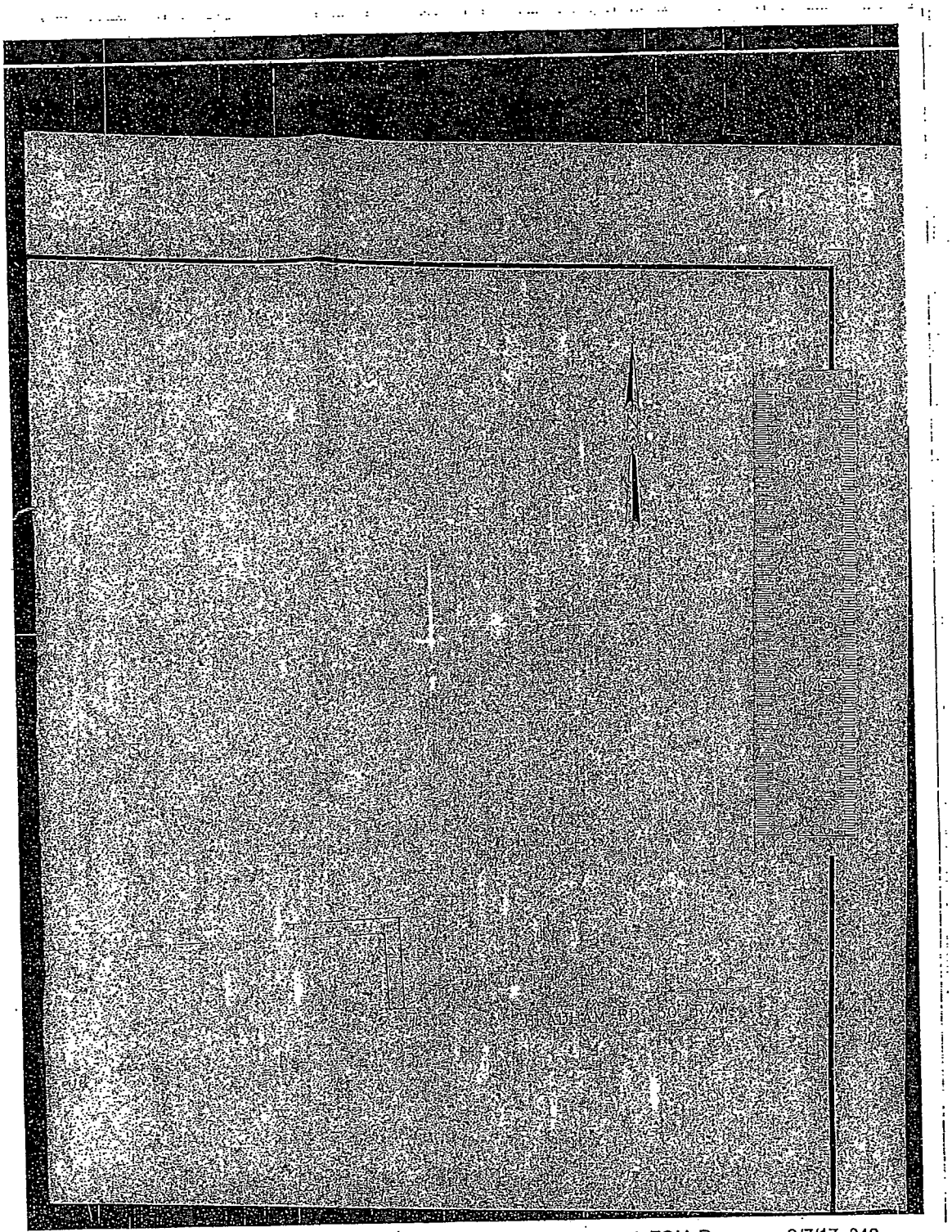
Chas. Planning Dept. FOIA Response 3/7/17 046



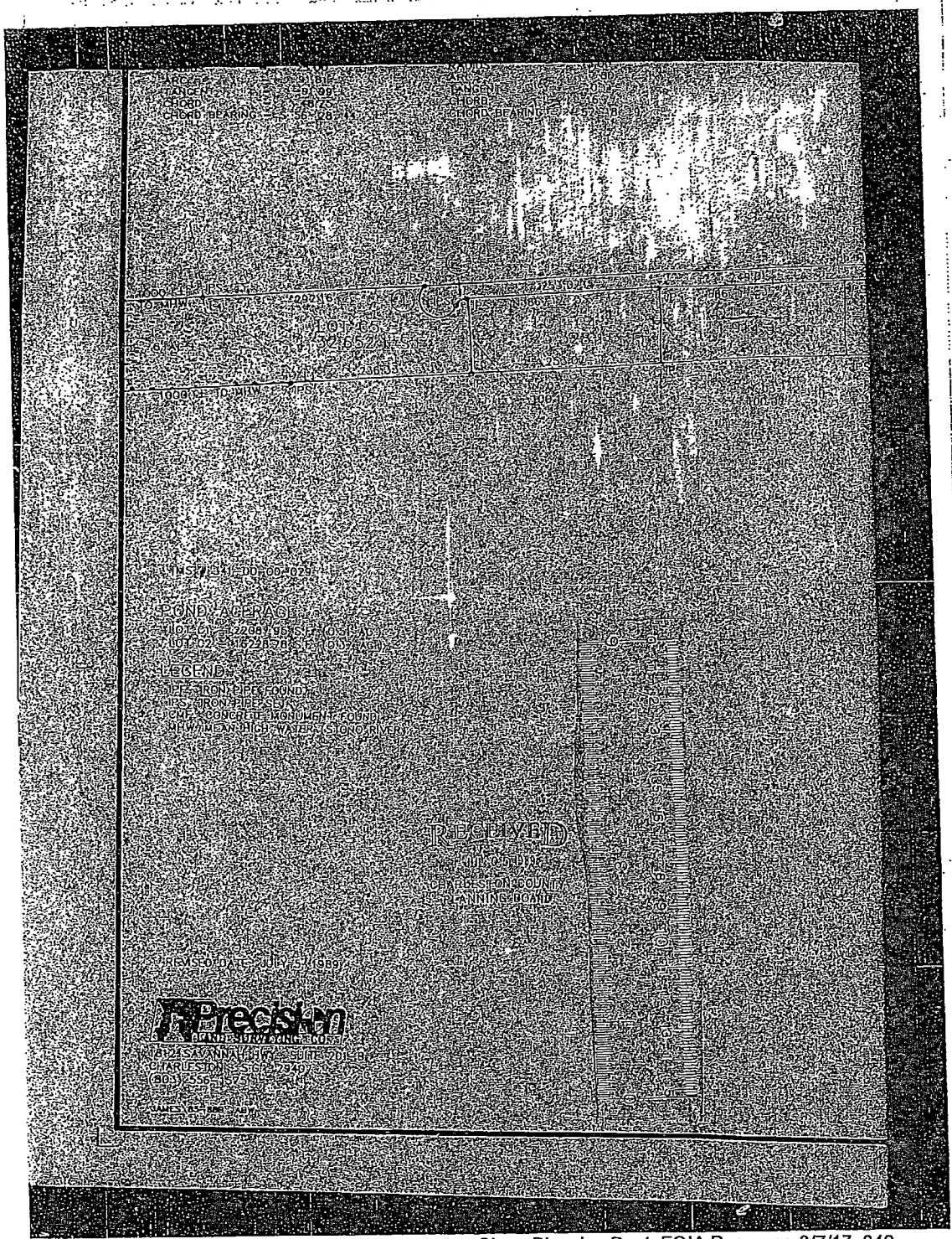




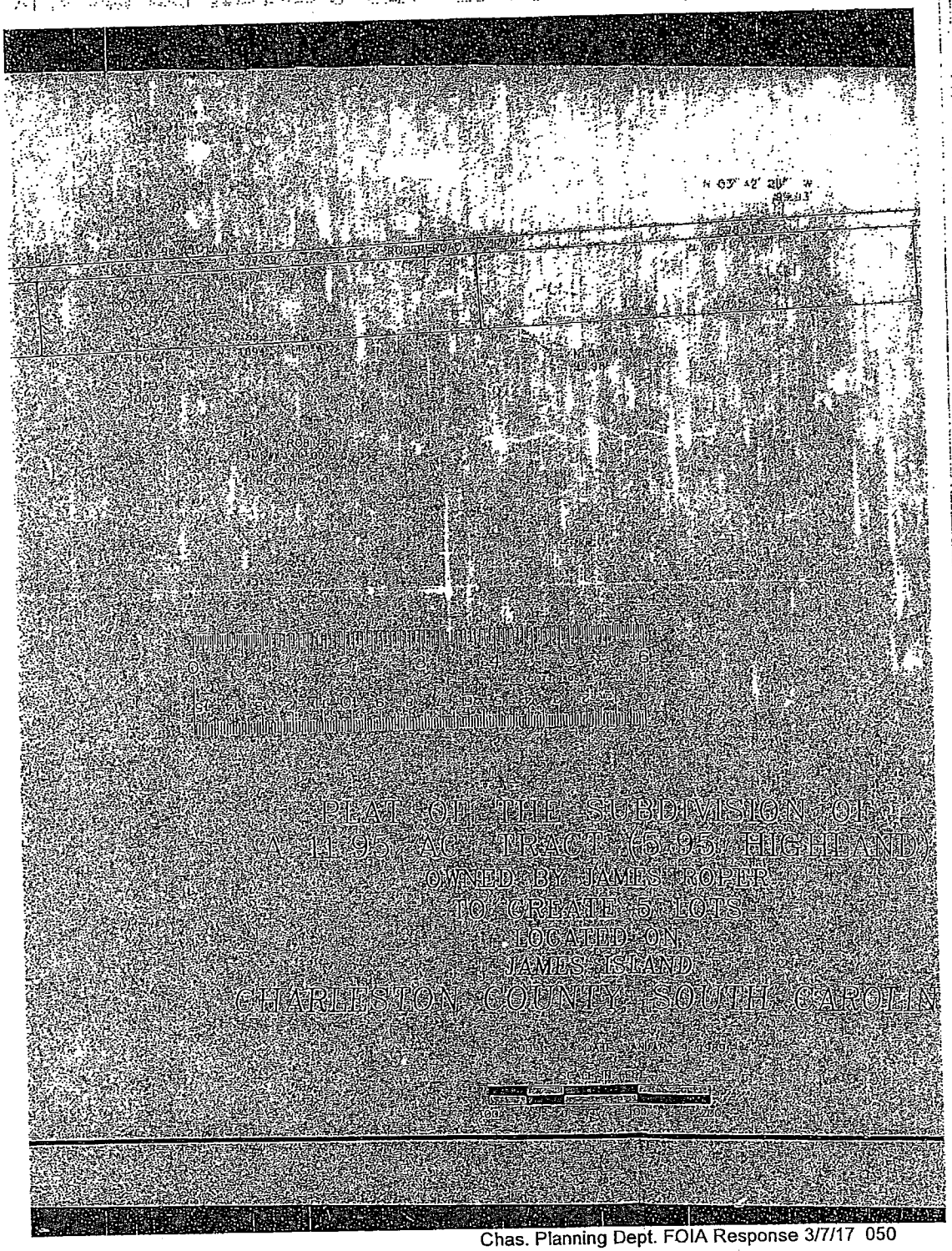
Chas. Planning Dept. FOIA Response 3/7/17 047



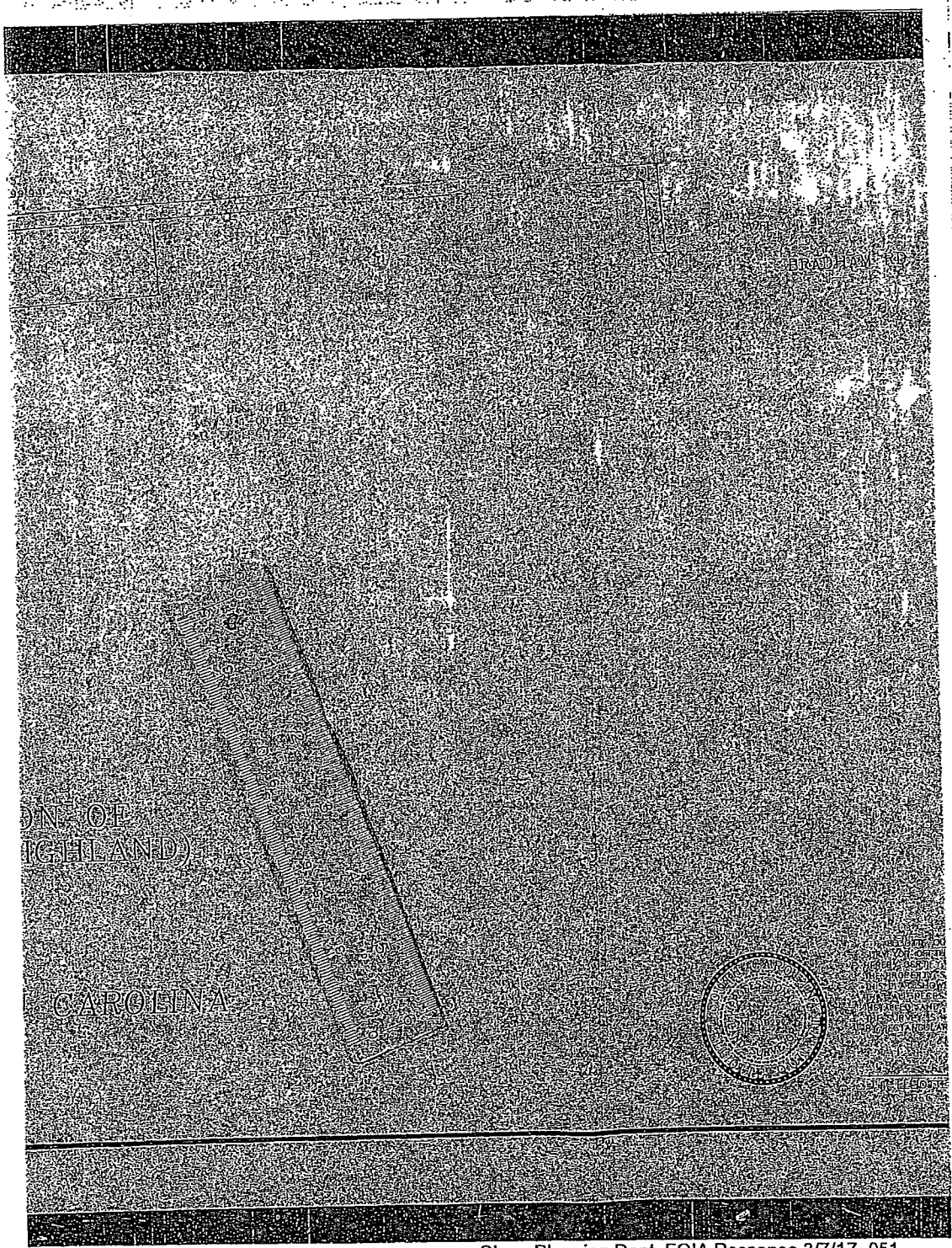
Chas. Planning Dept. FOIA Response 3/7/17 048



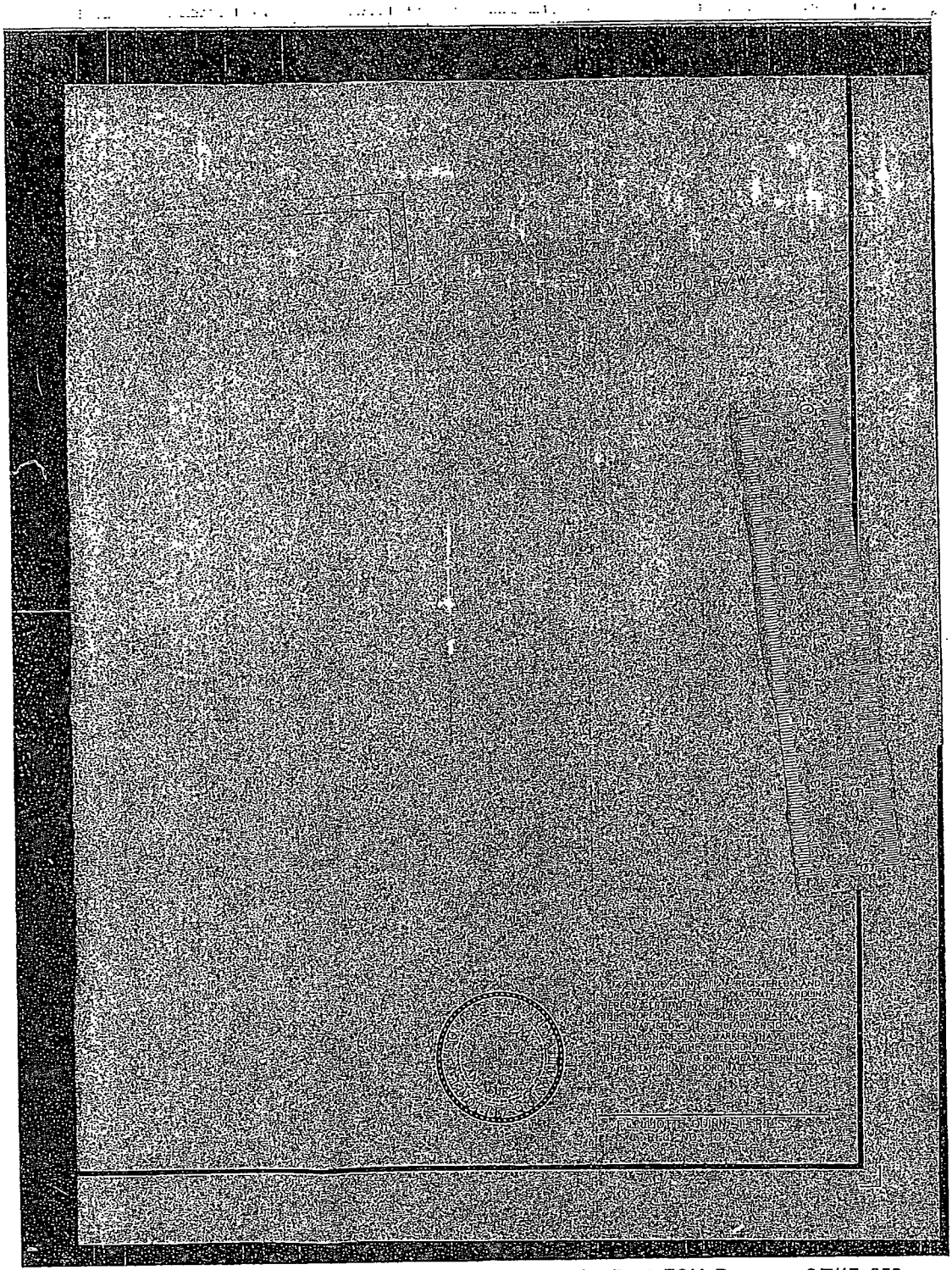
Chas. Planning Dept. FOIA Response 3/7/17 049



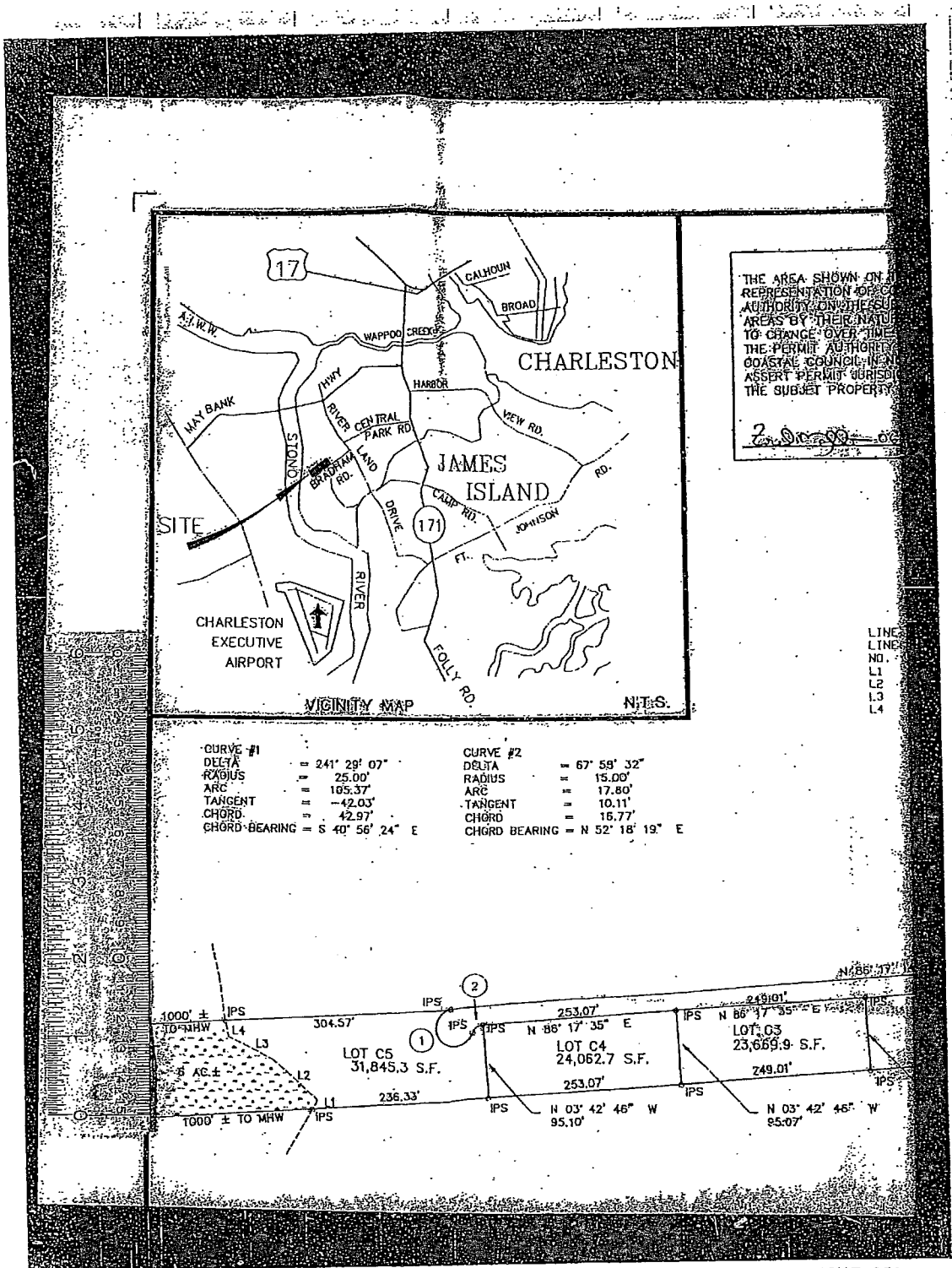
Chas. Planning Dept. FOIA Response 3/7/17 050



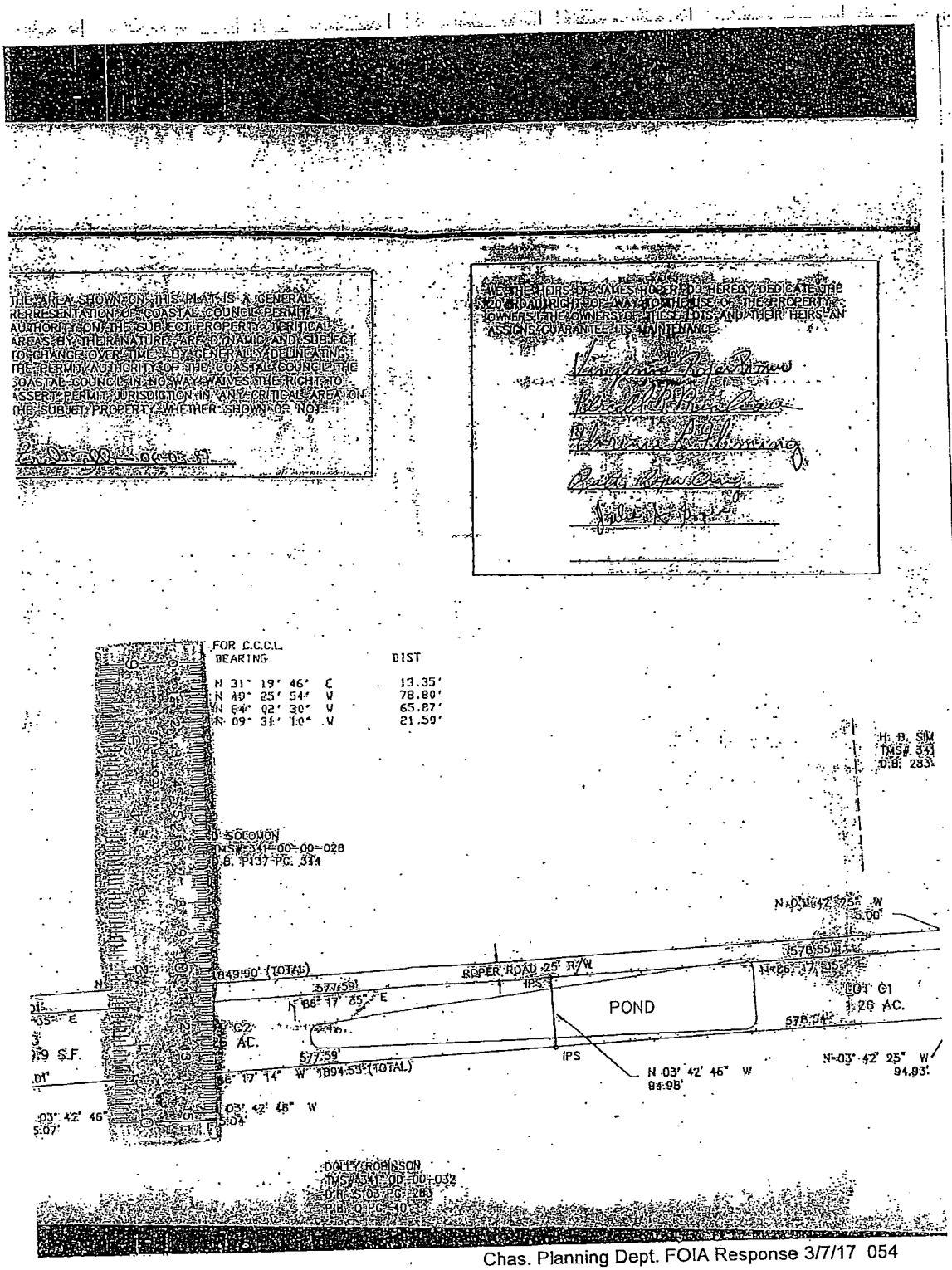
Chas. Planning Dept. FOIA Response 3/7/17 051



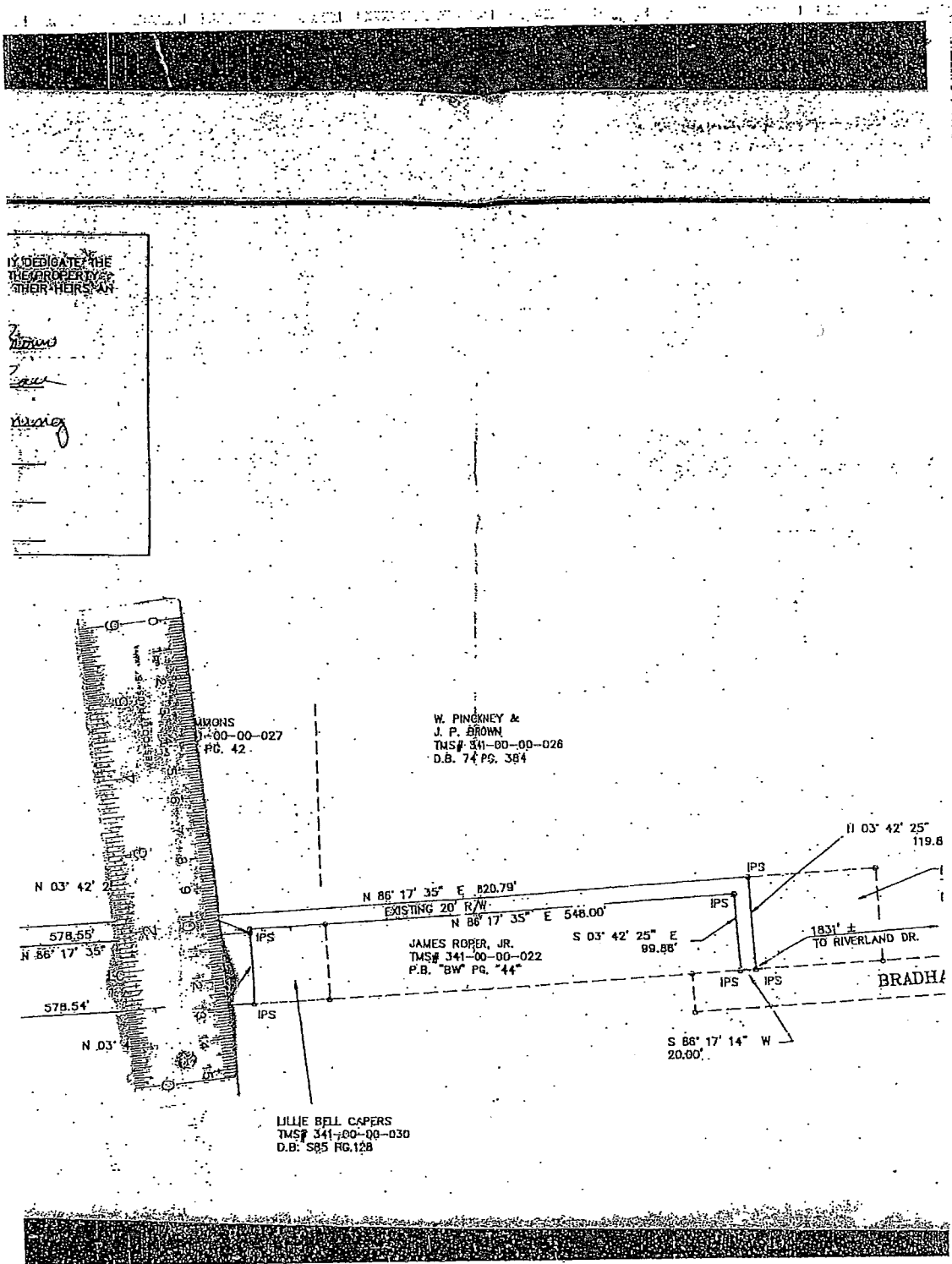
Chas. Planning Dept. FOIA Response 3/7/17 052



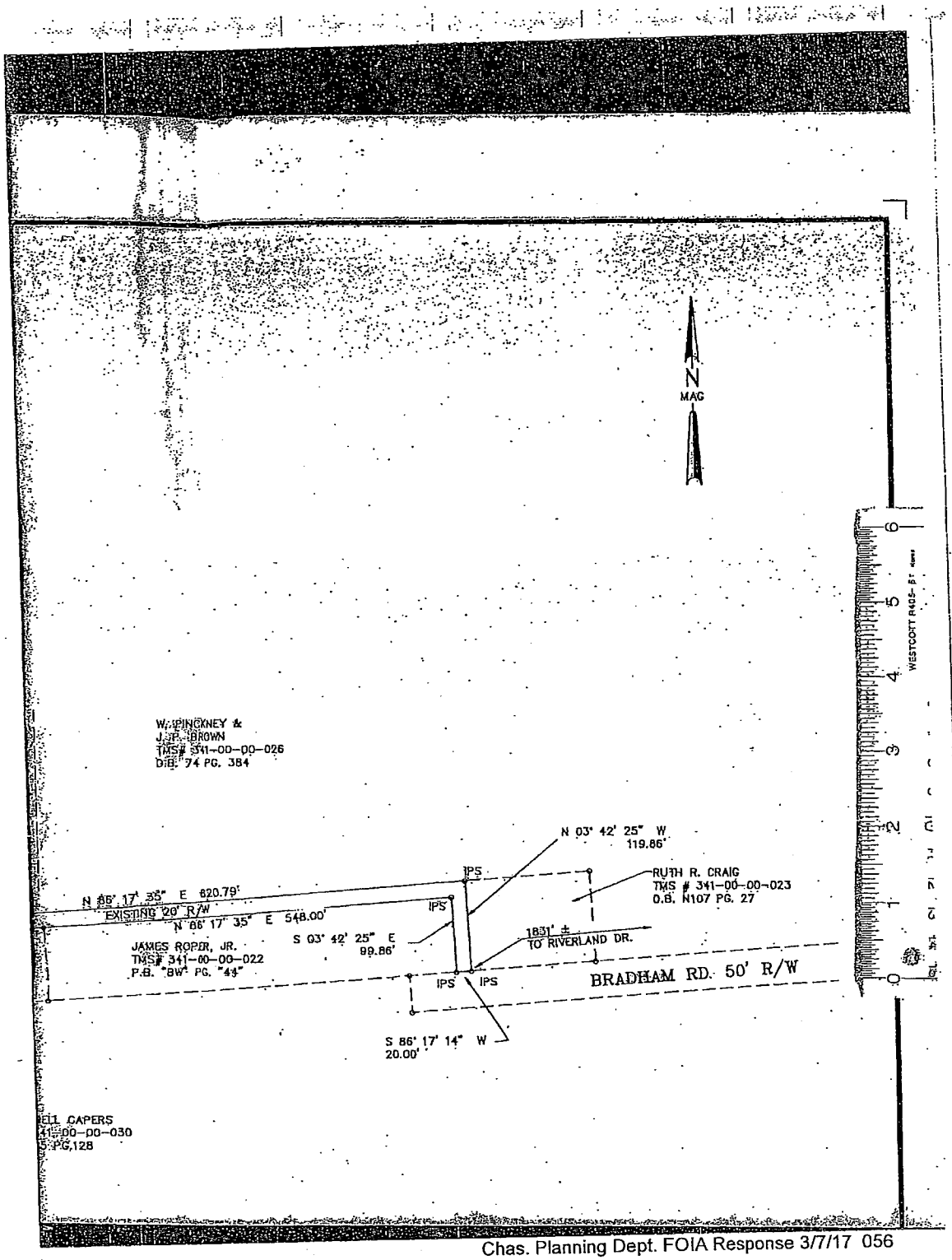
Chas. Planning Dept. FOIA Response 3/7/17 053



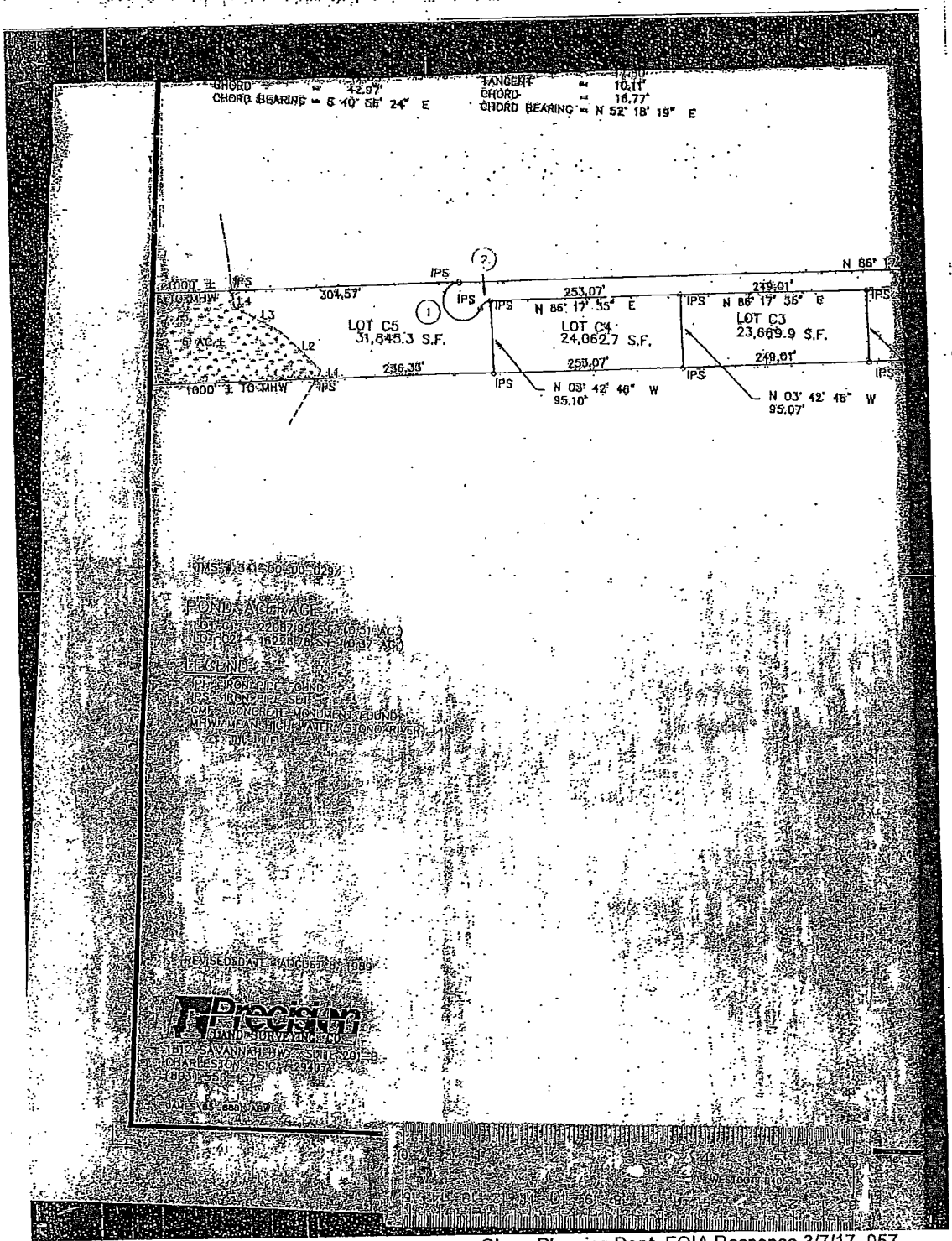
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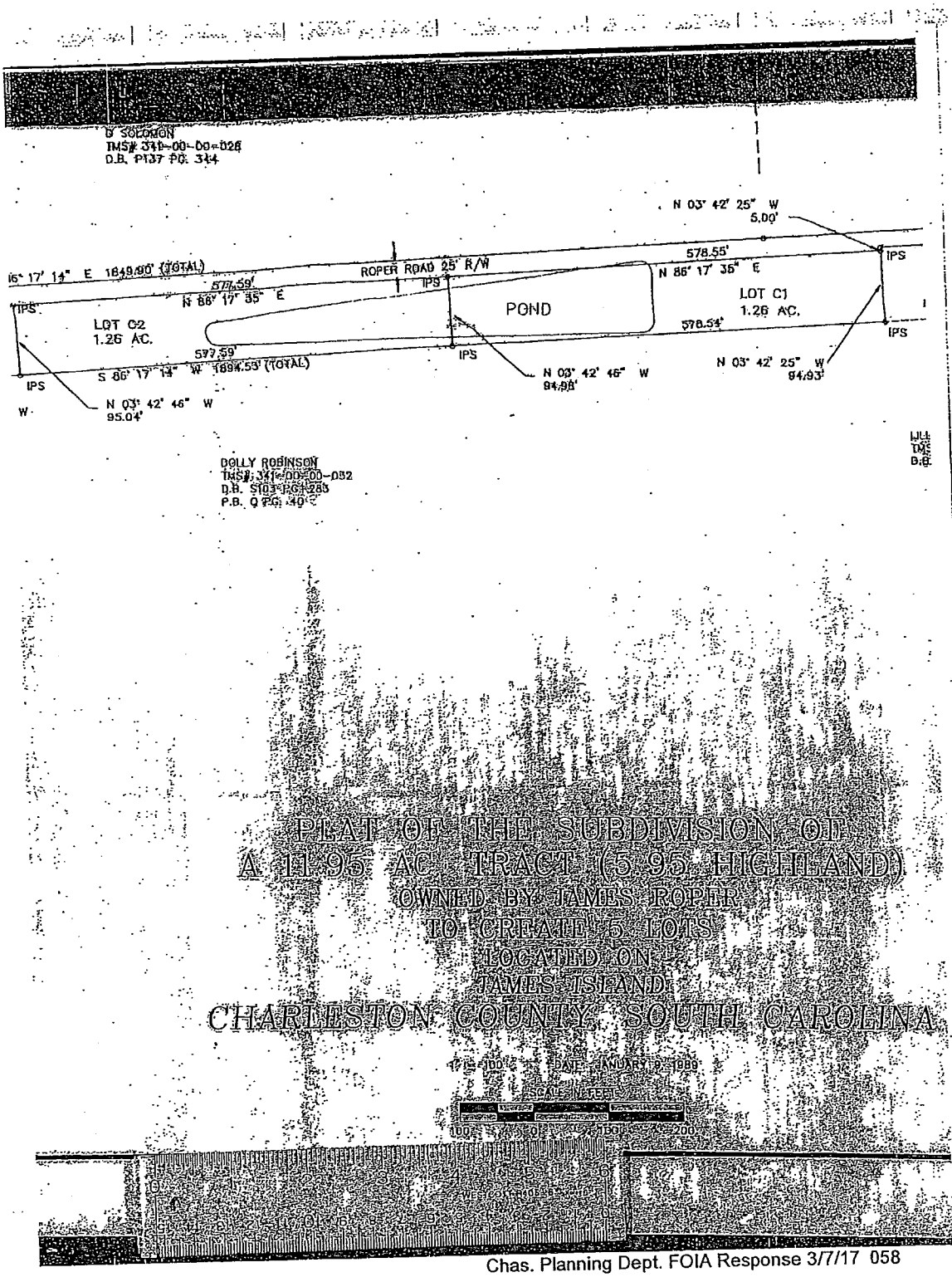
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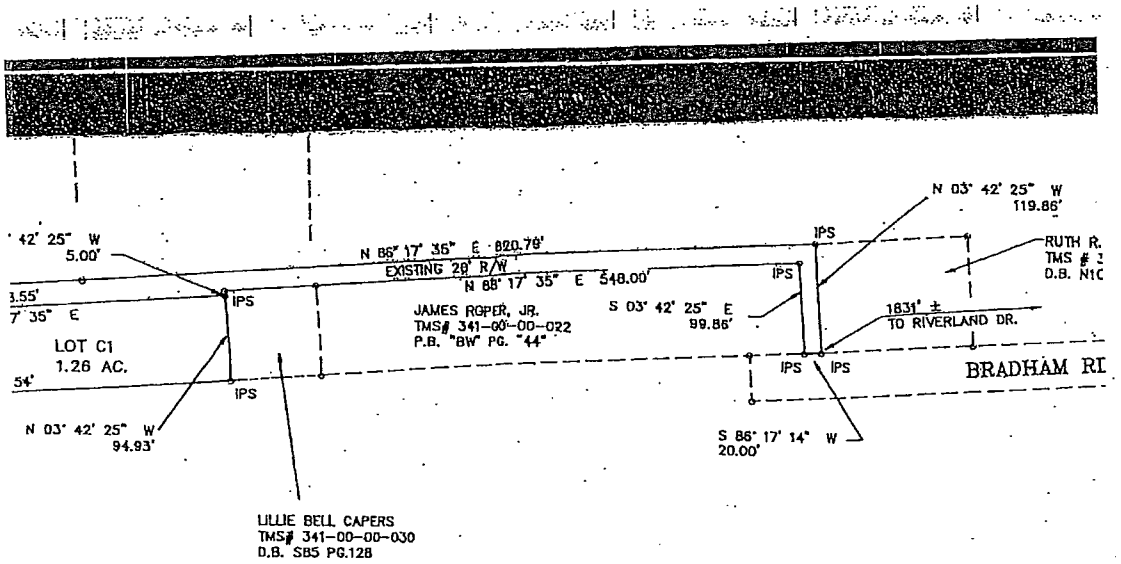
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Chas. Planning Dept. FOIA Response 3/7/17 058



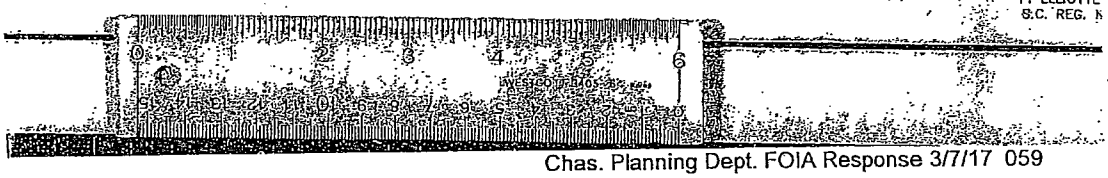
ON OF
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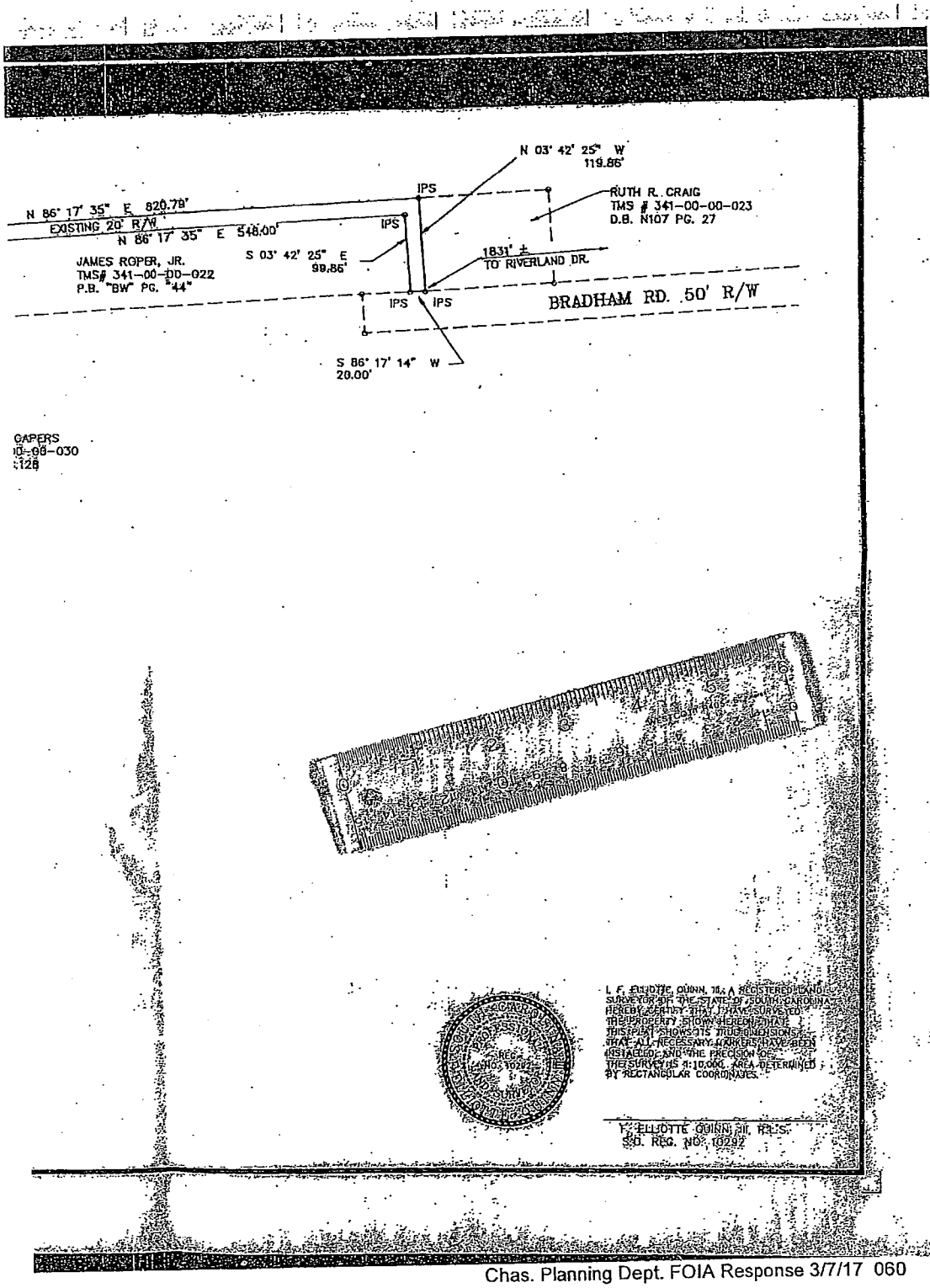
I, F. ELLIOTTE O
SURVEYOR OF TI
HEREBY CERTIFY
THIS PROPERTY
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THAT ALL NECES
INSTALLED, AND
THE SURVEY IS
BY RECTANGULAR

REG.
NO. 10299

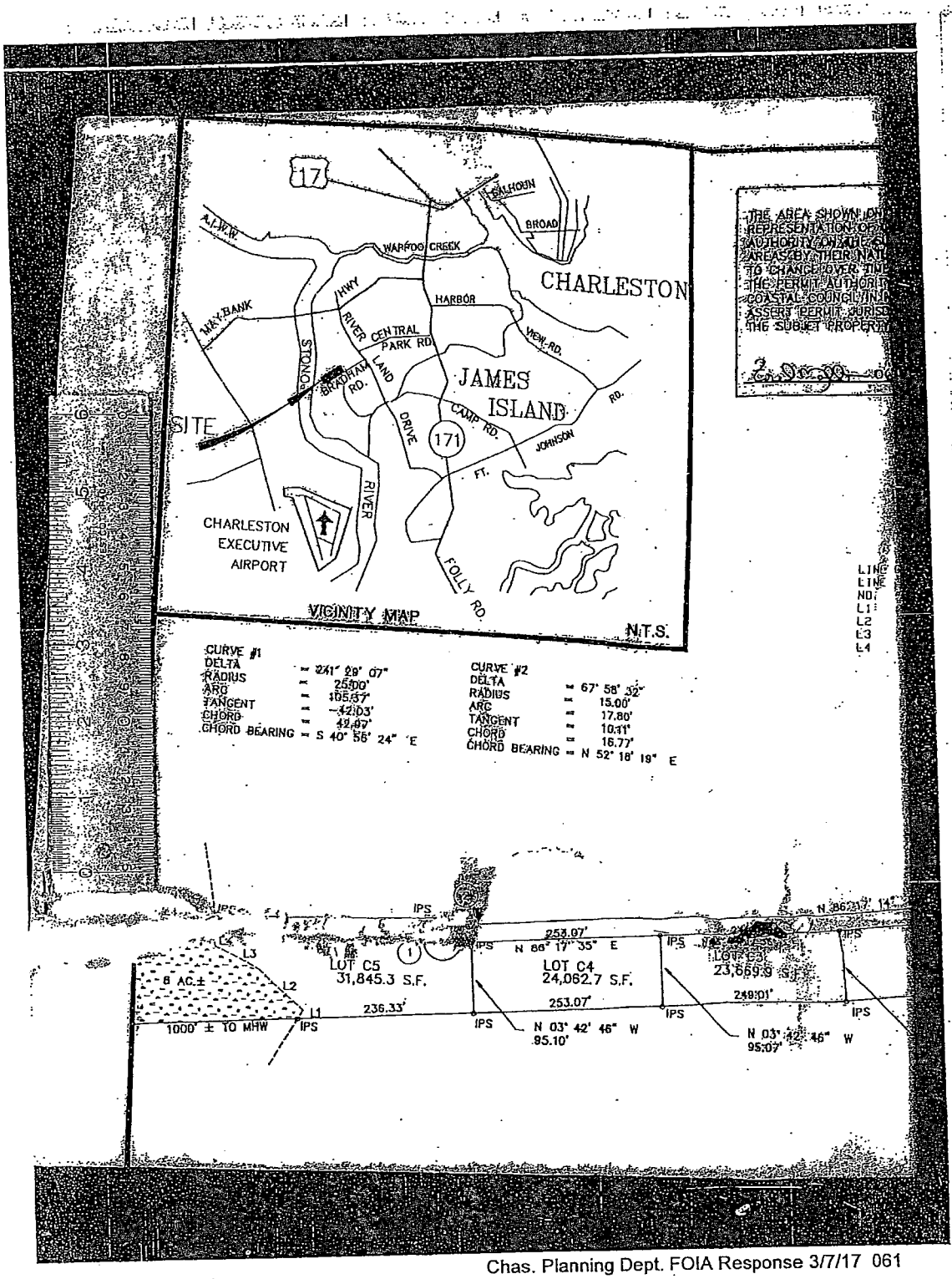
F. ELLIOTTE
S.C. REG. N



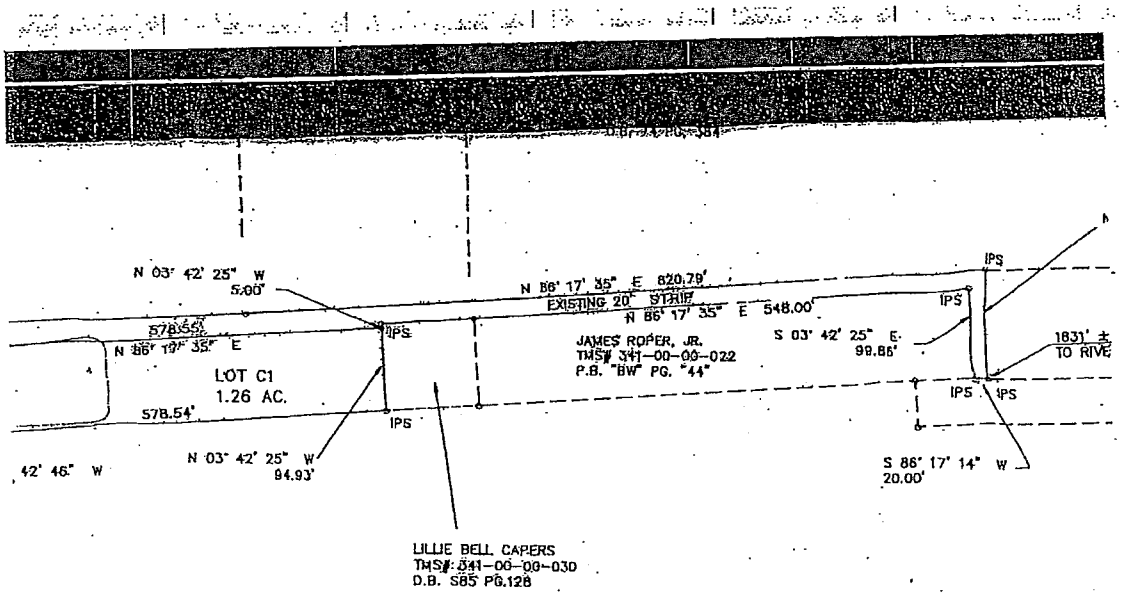
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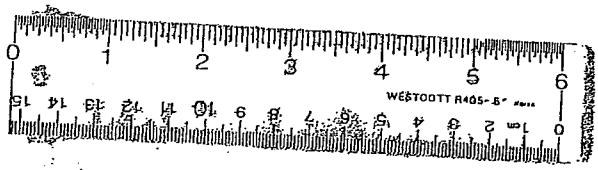


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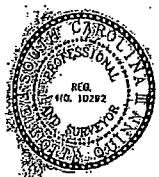
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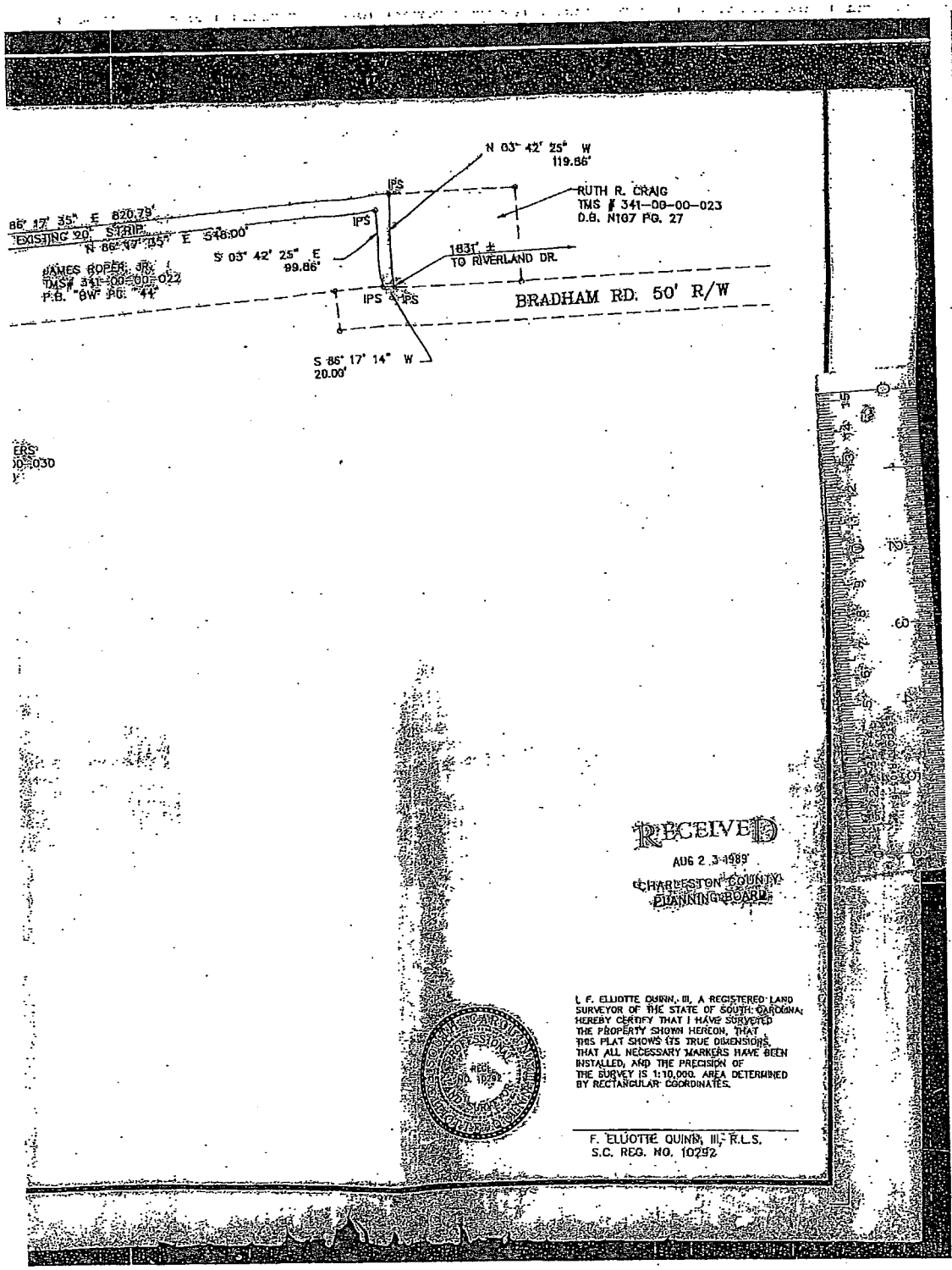
UBDIVISION OF
(5.95 HIGHLAND)
MES ROPER
5 LOTS
ON
LAND
, SOUTH CAROLINA

JANUARY 9, 1989

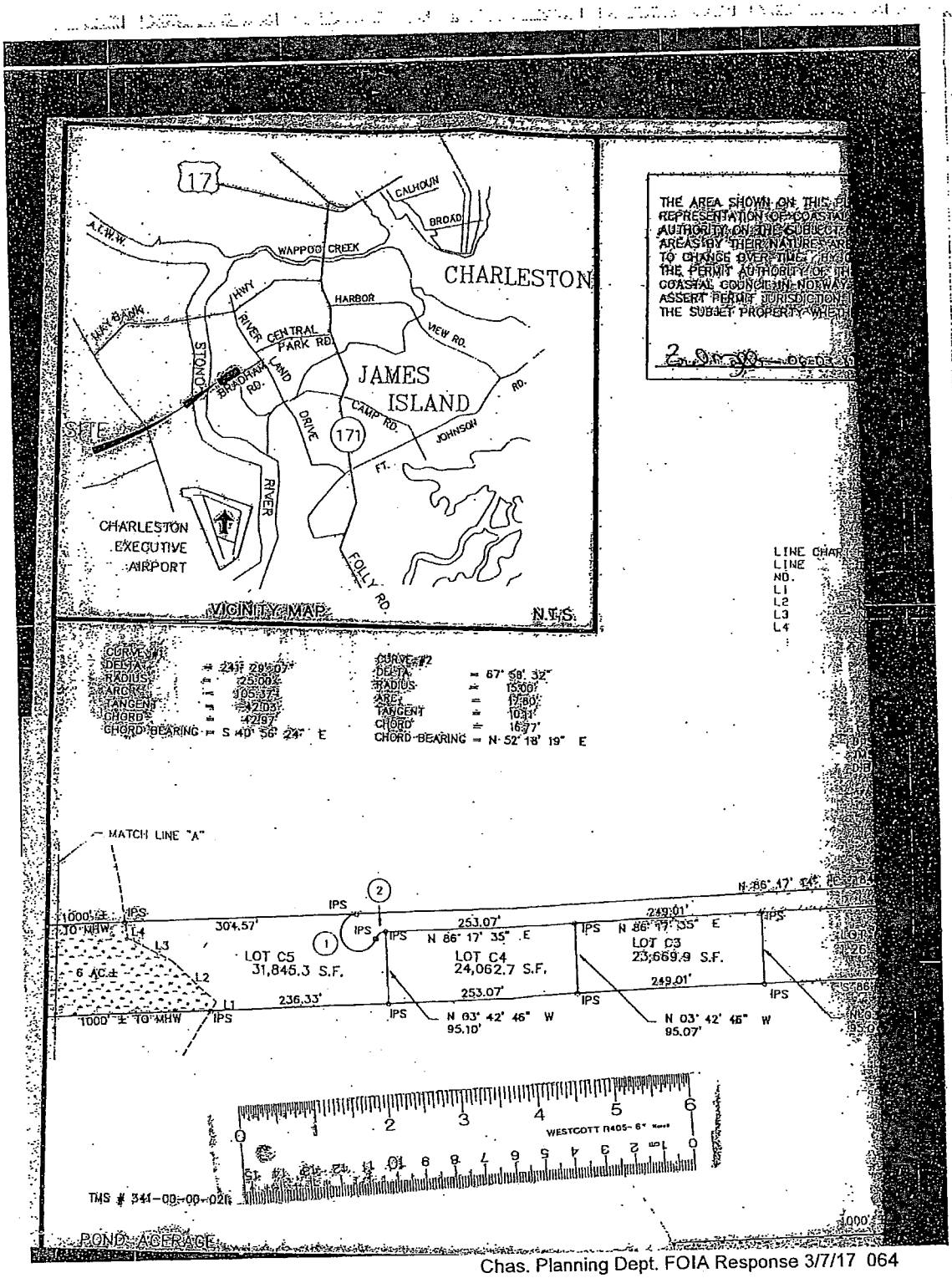


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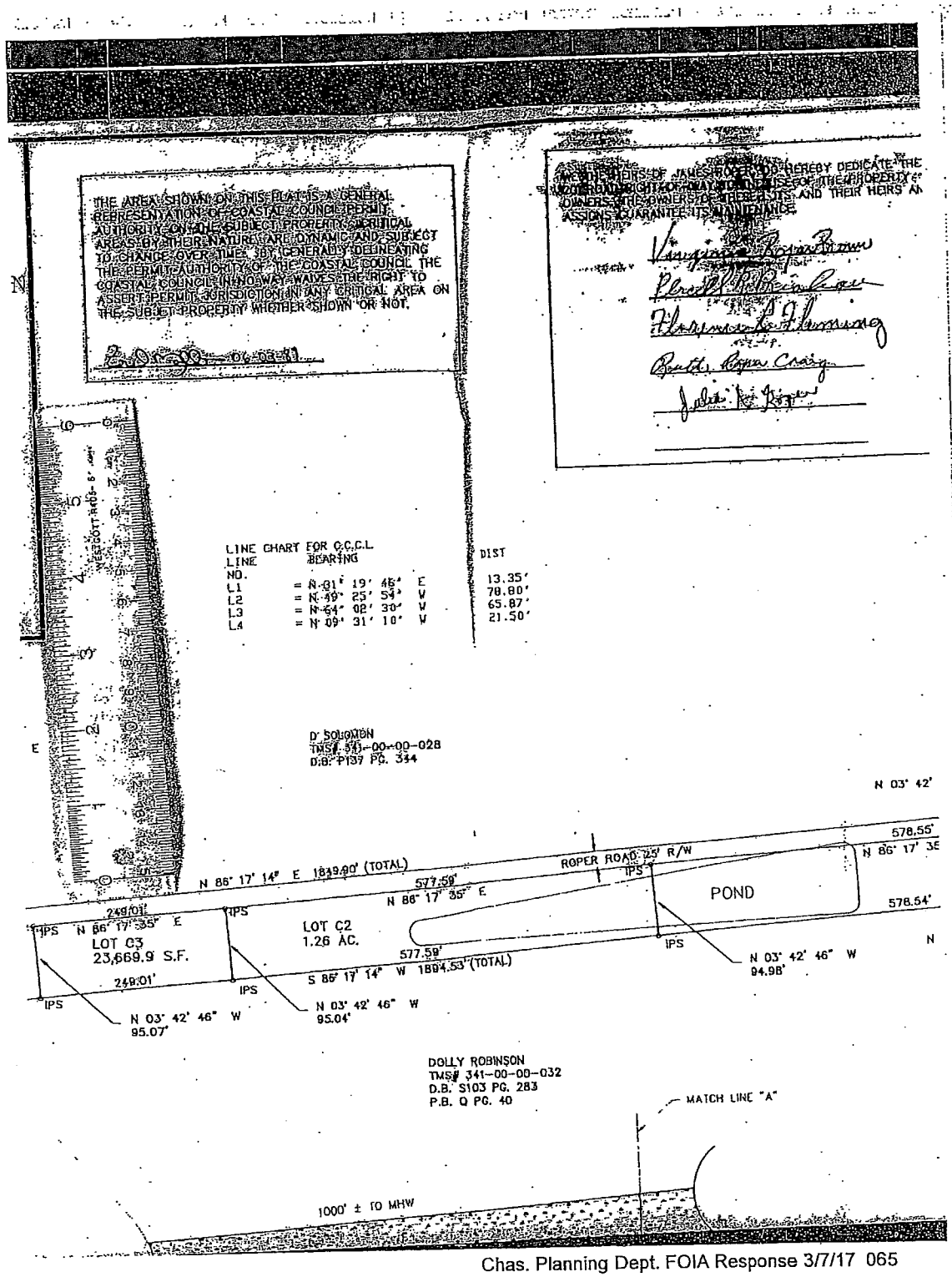
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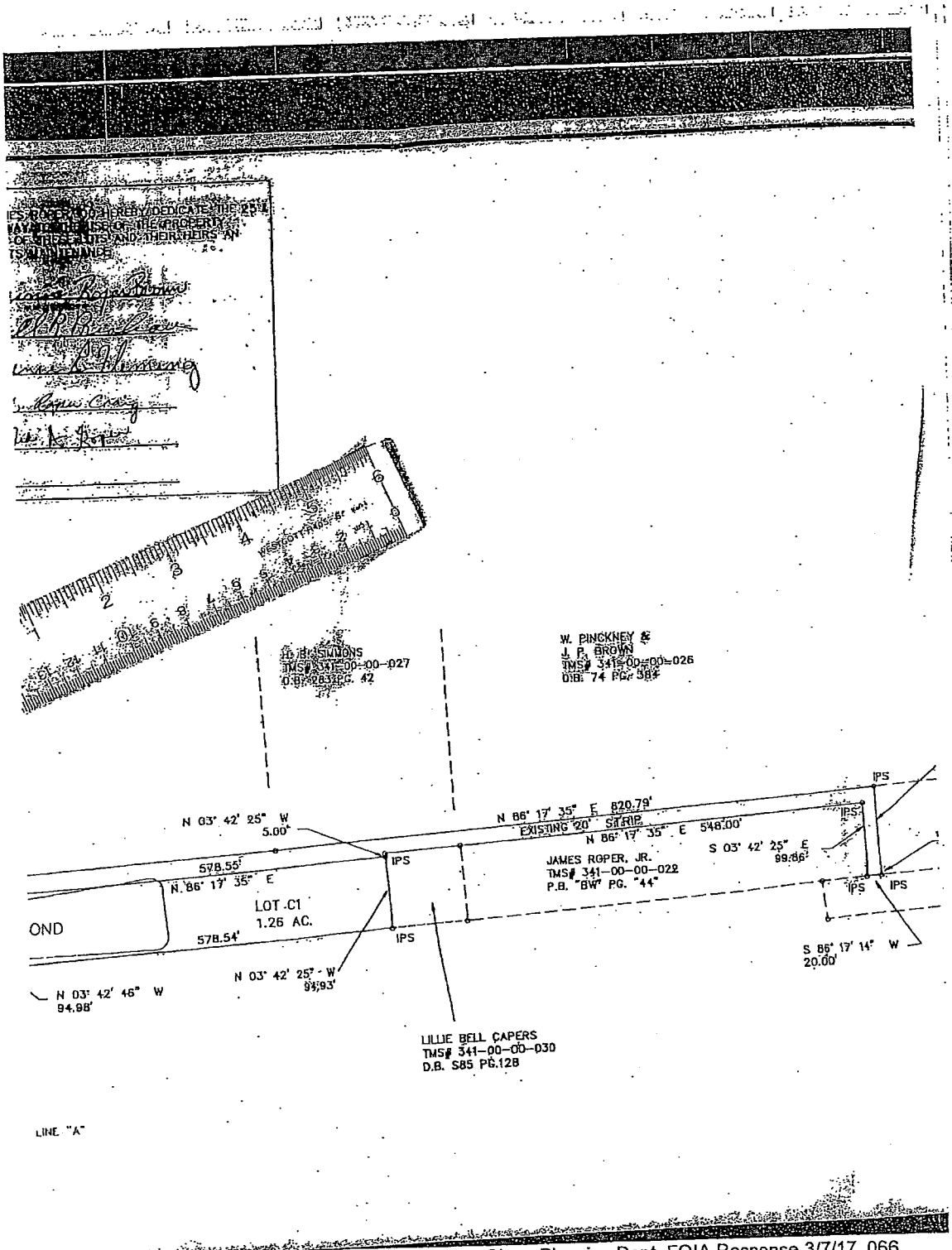
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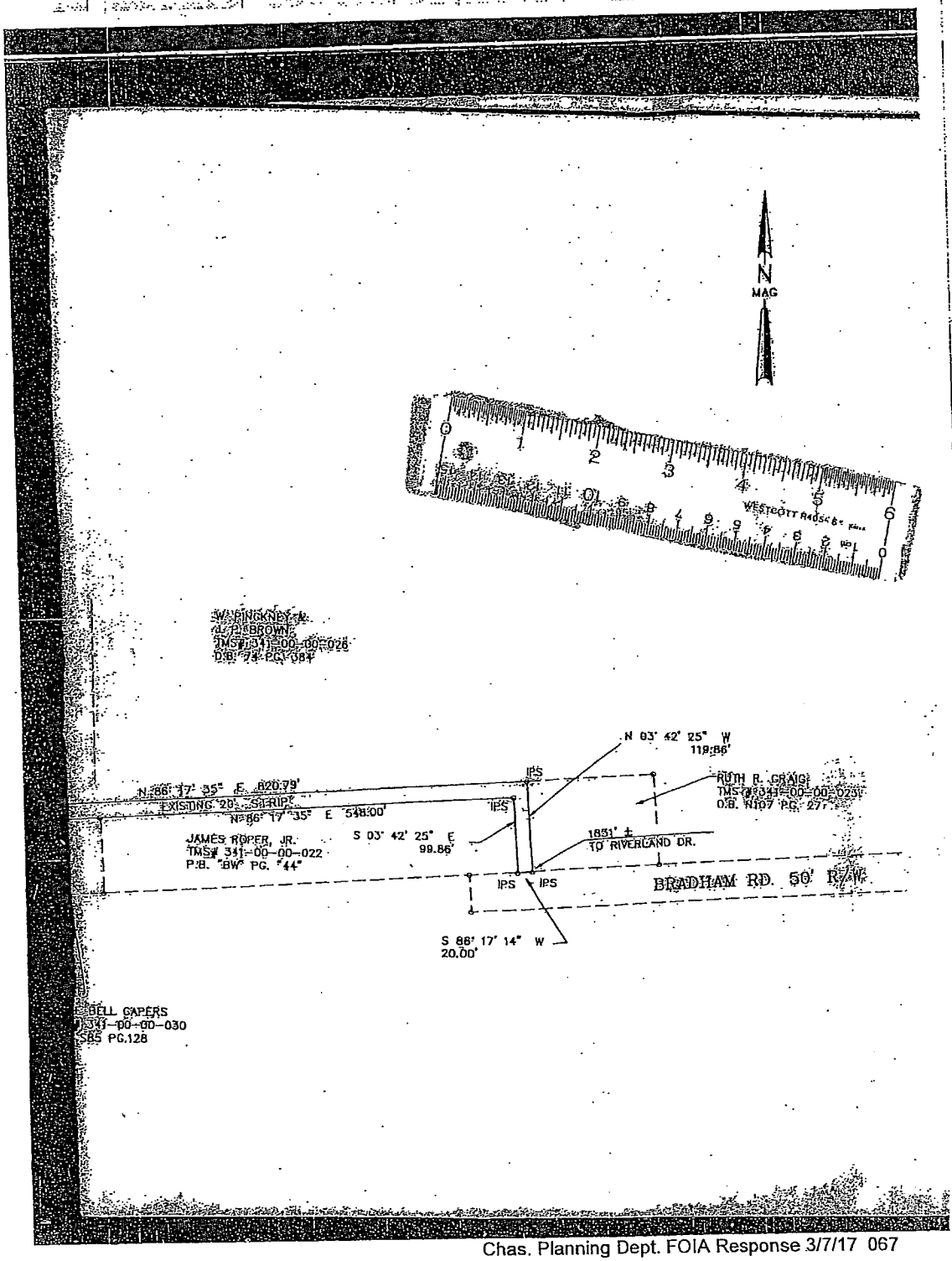
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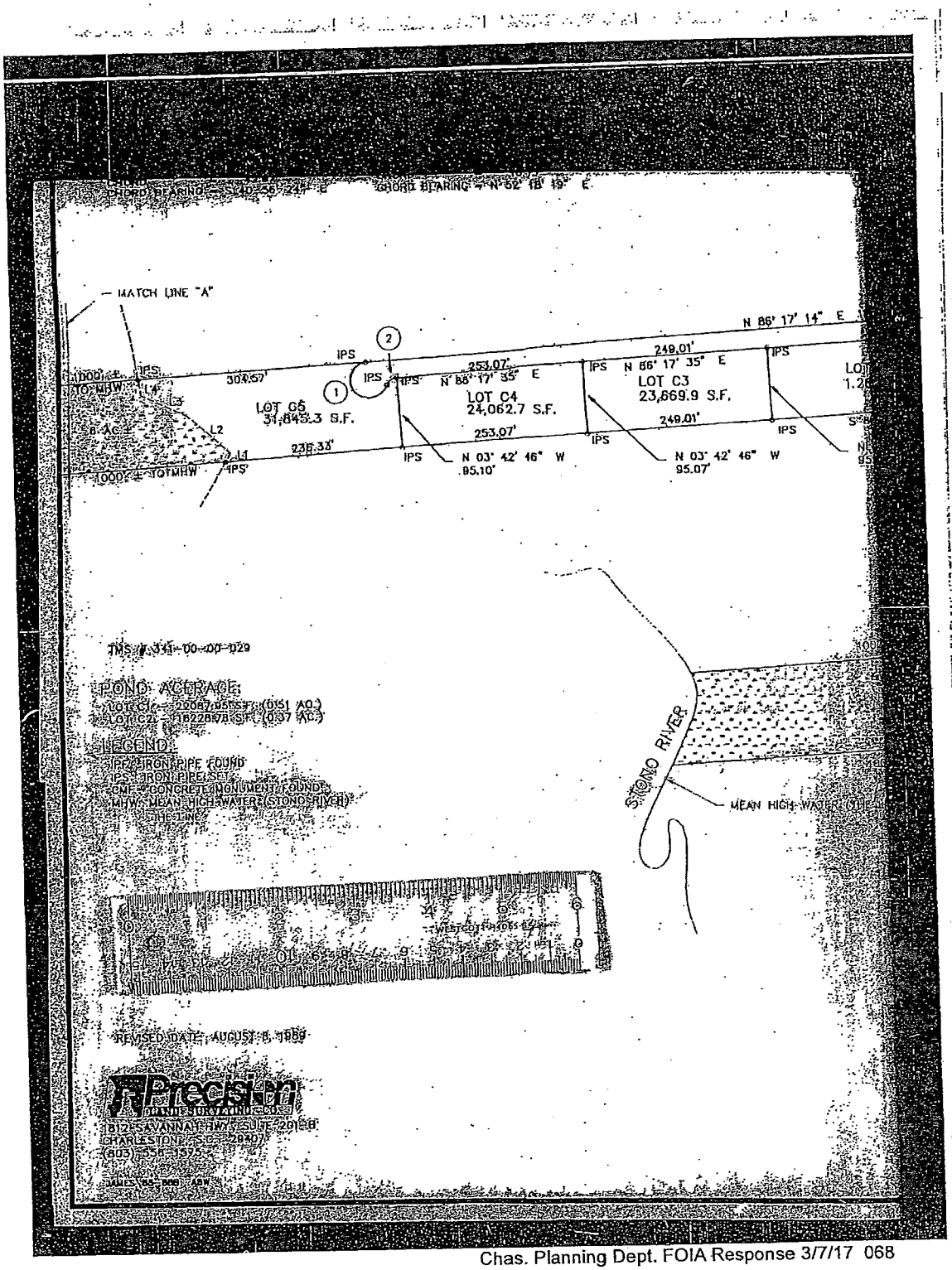
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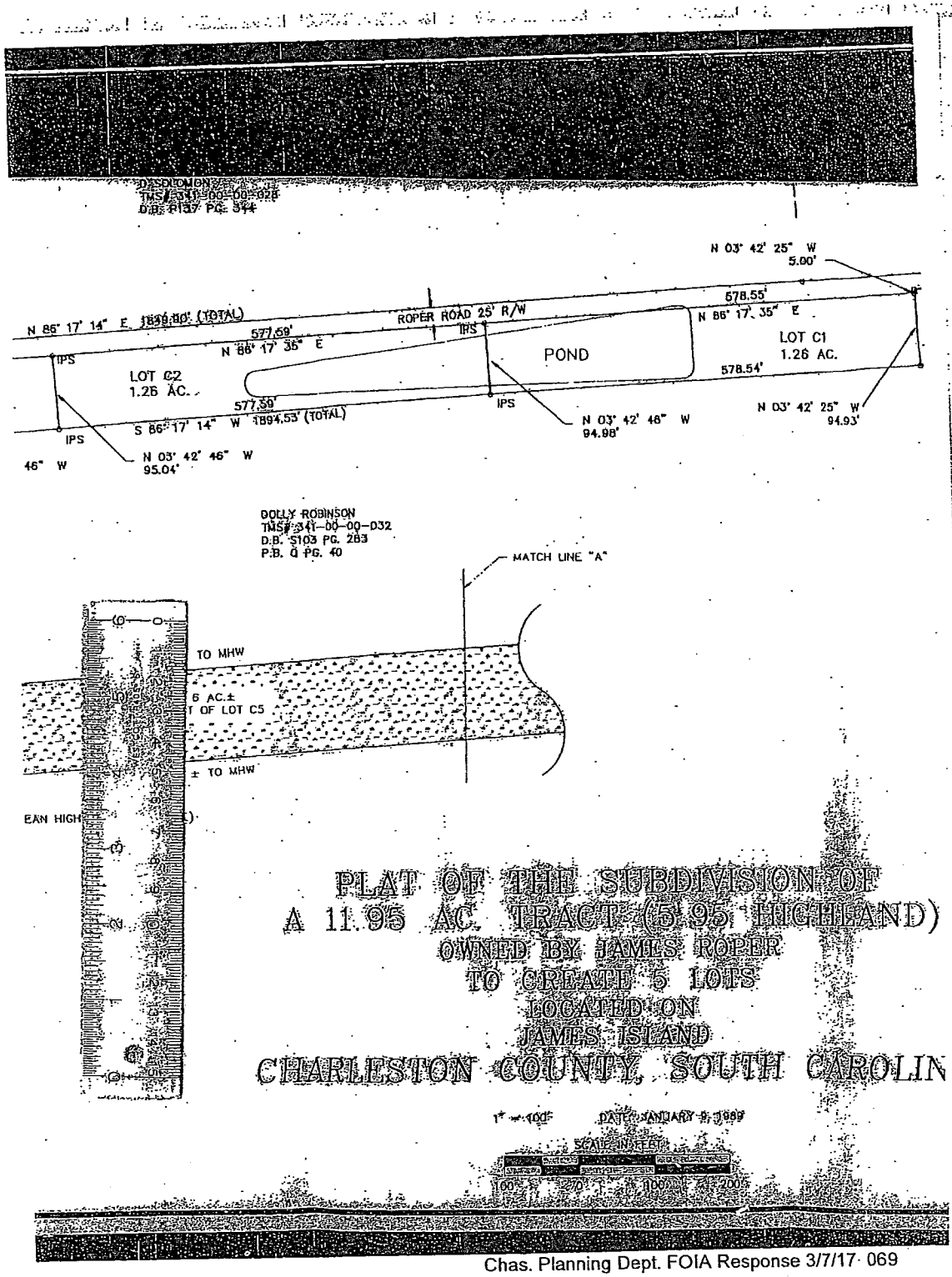
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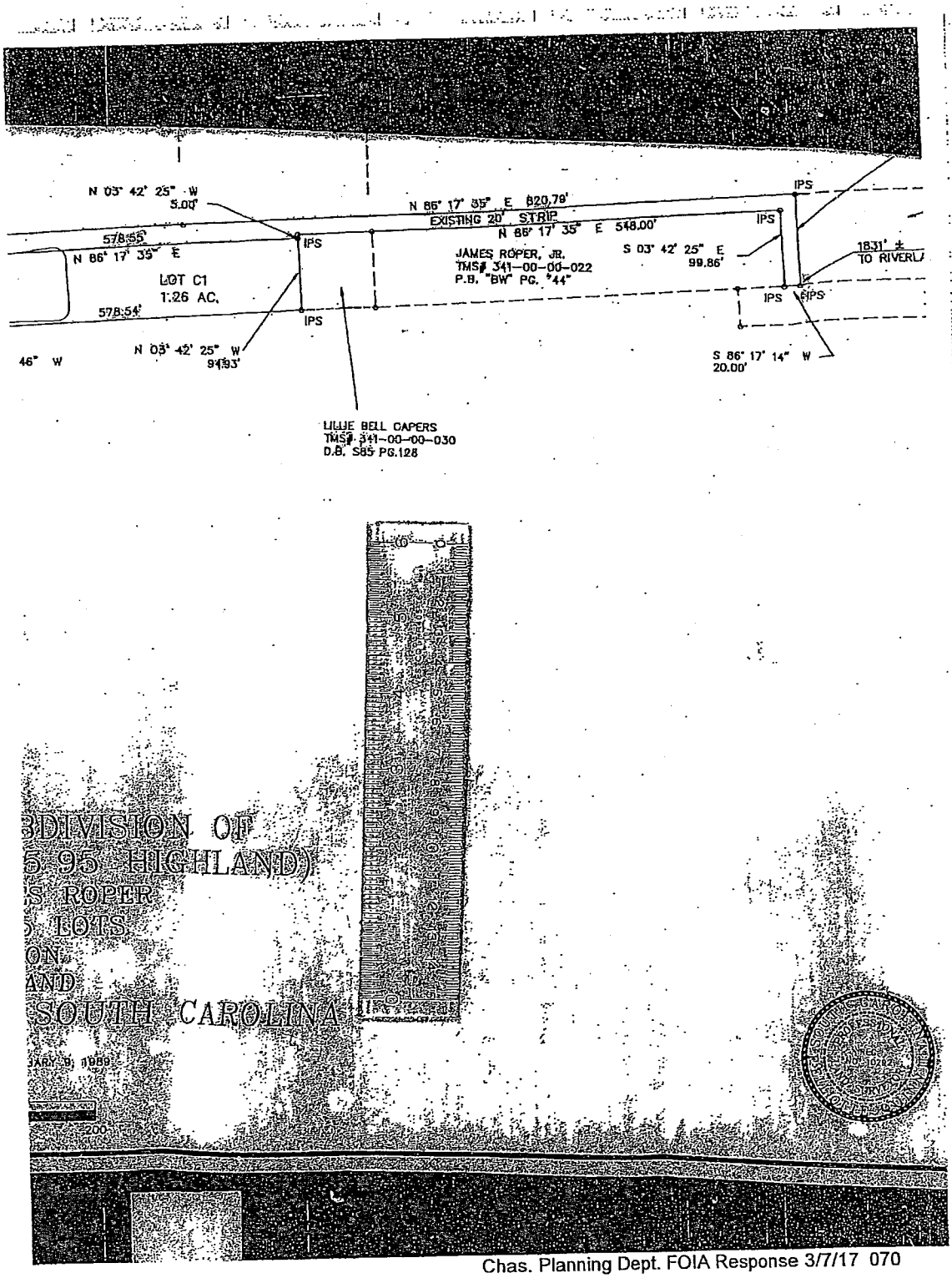
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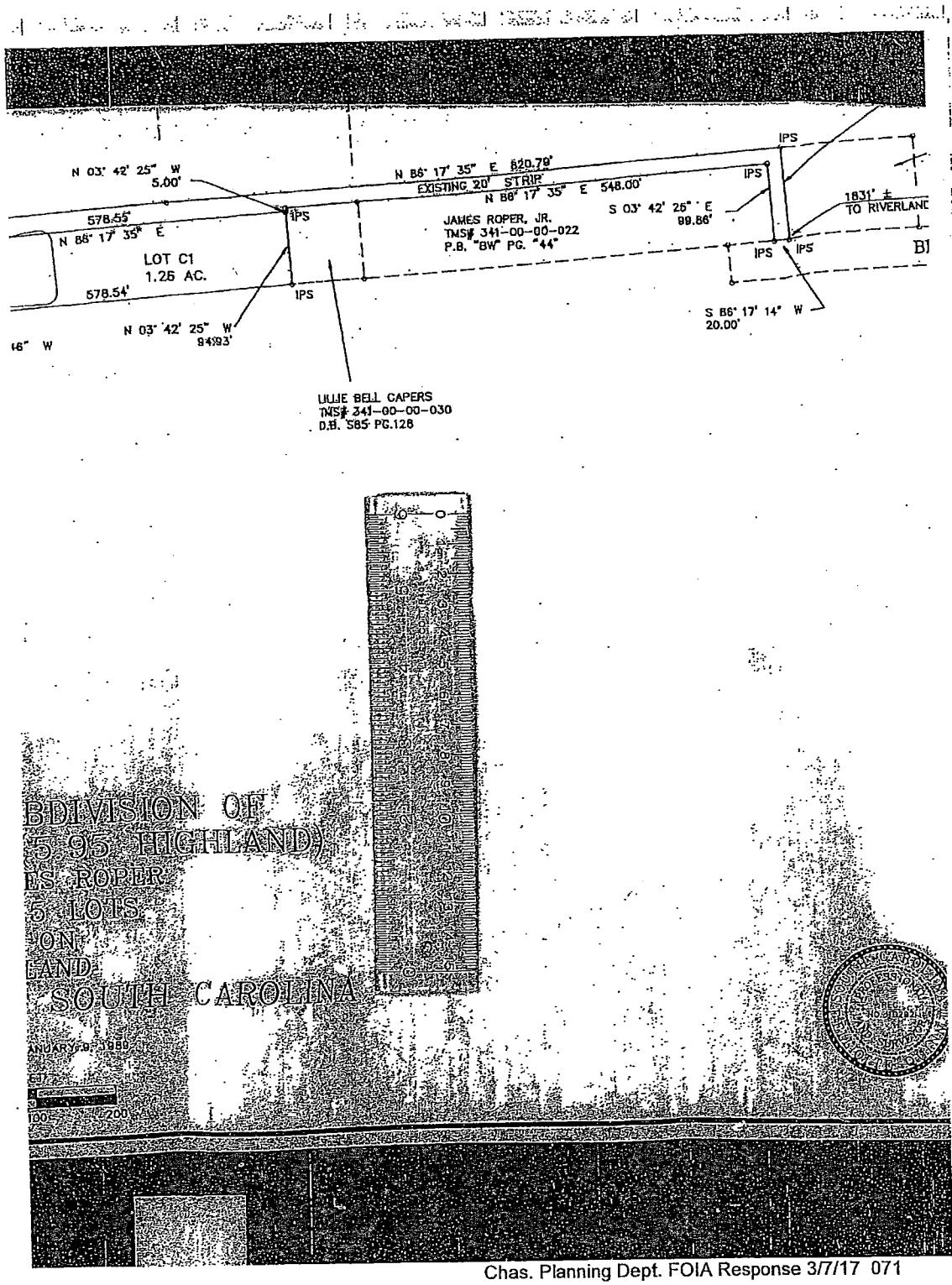
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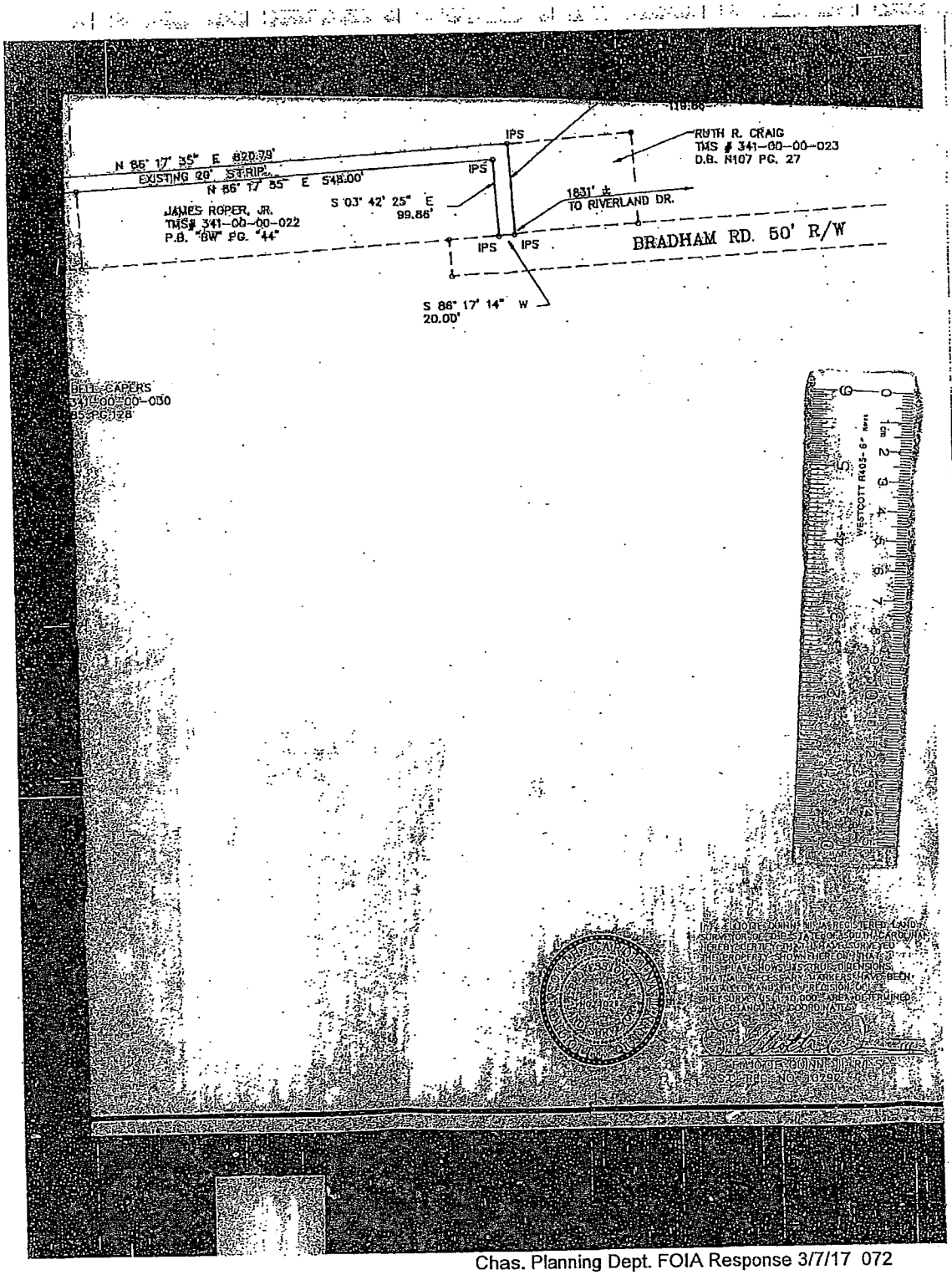
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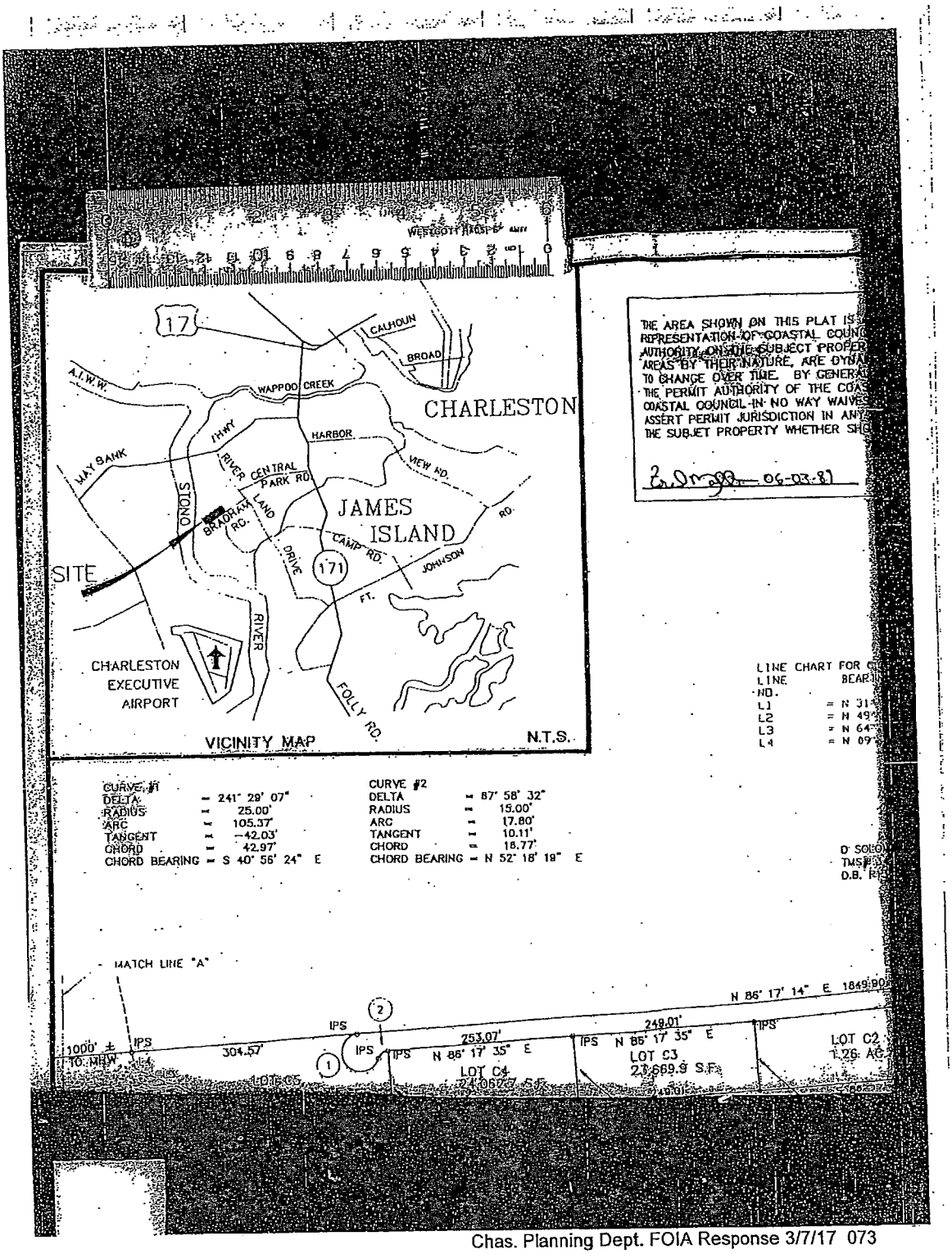
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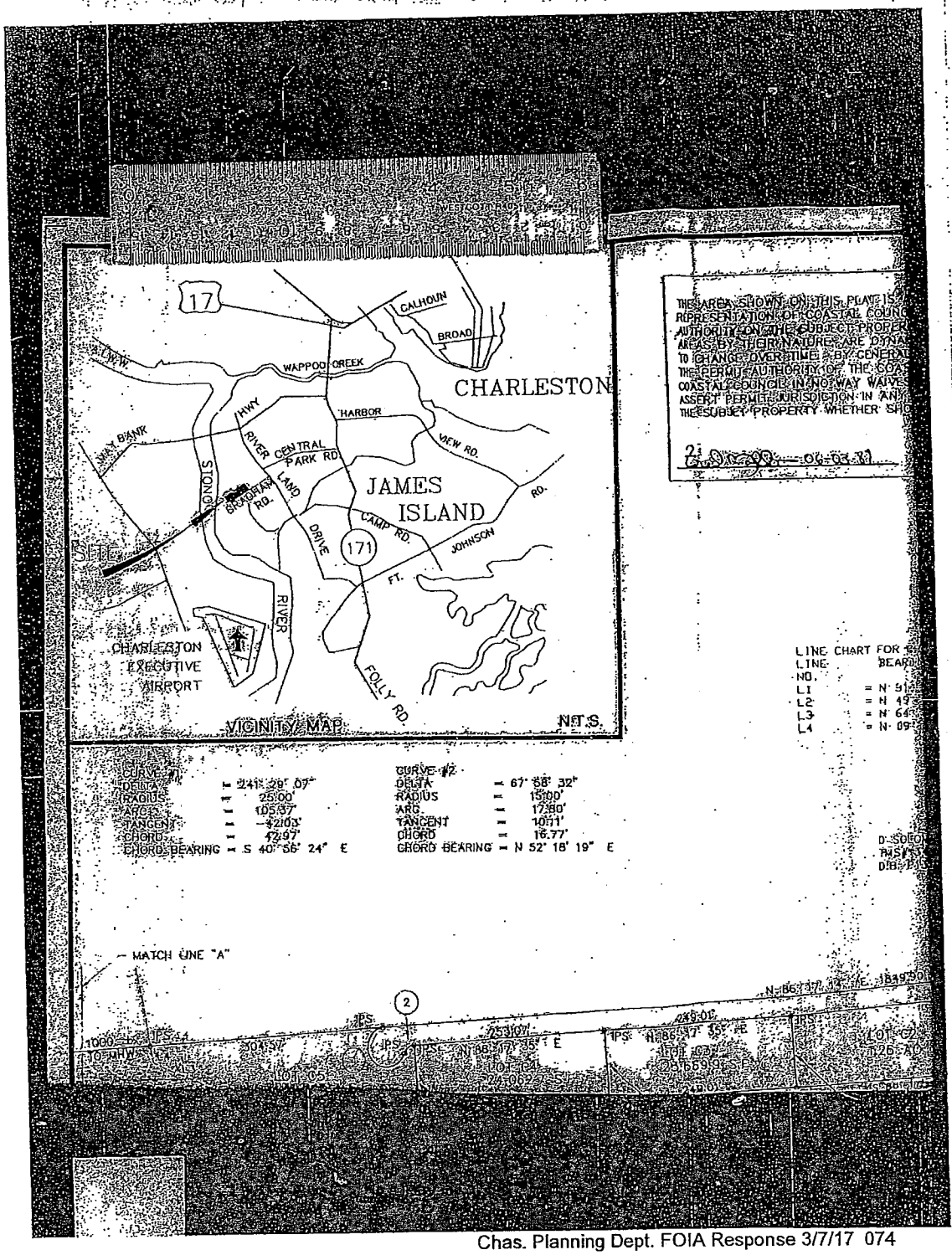
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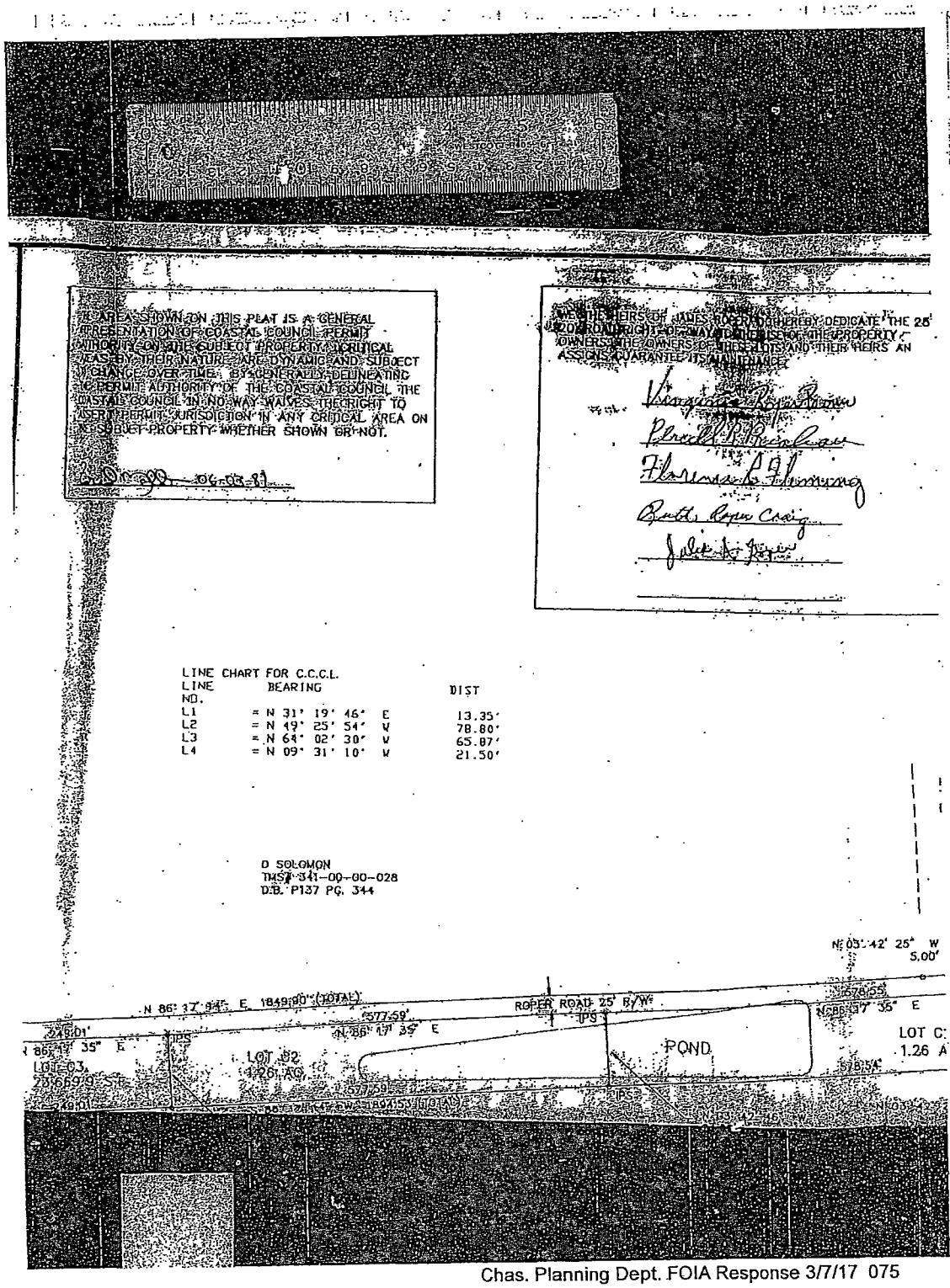
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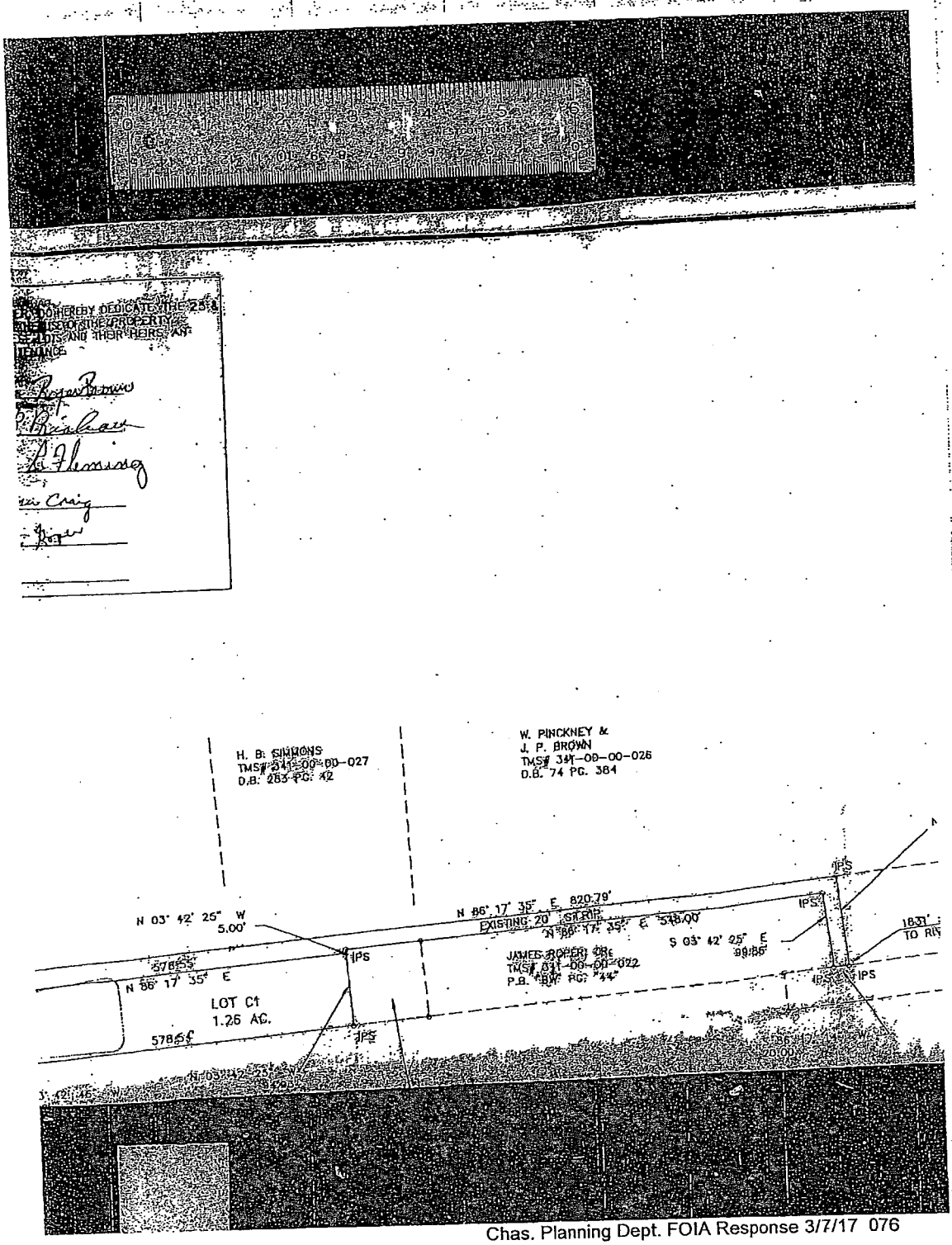
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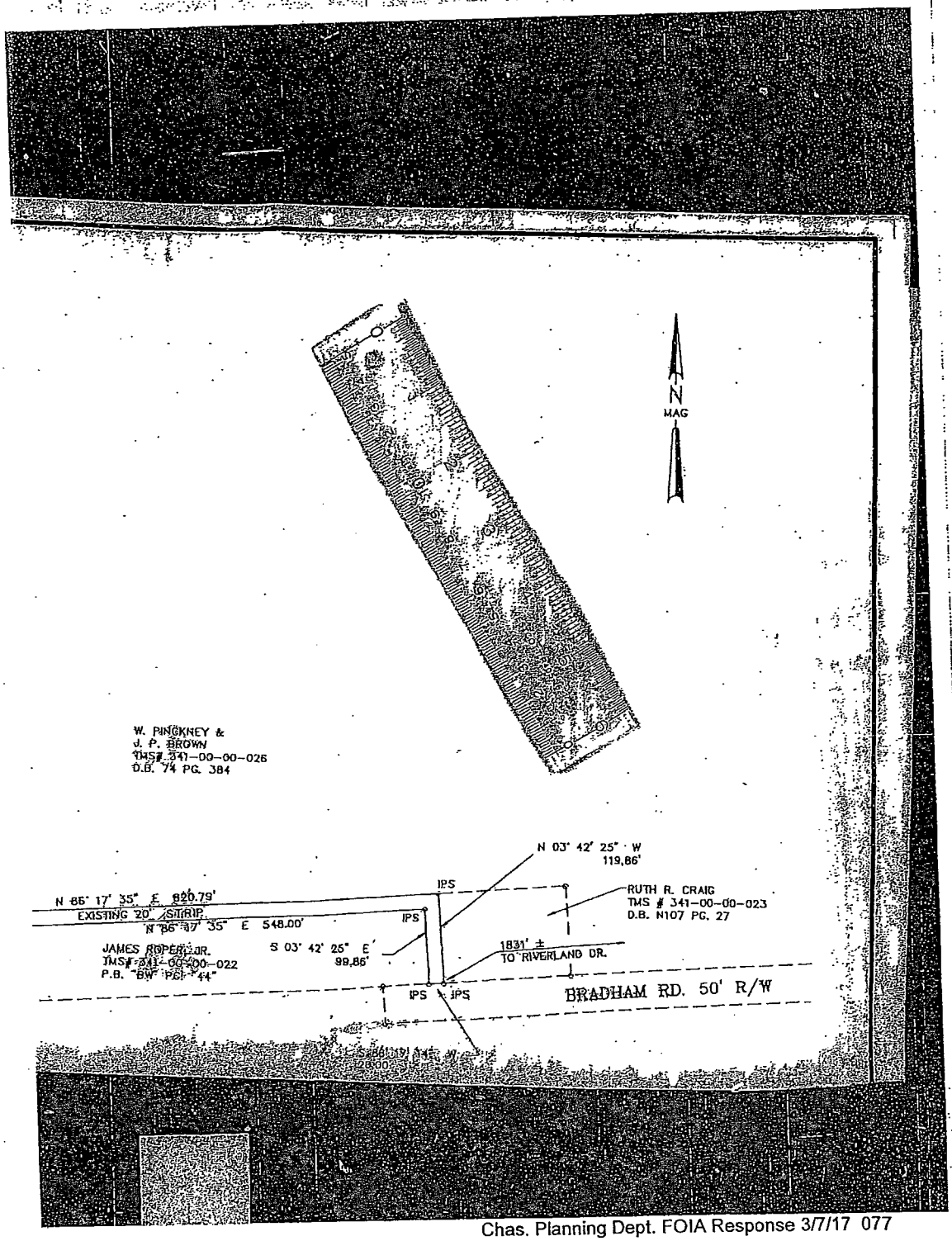
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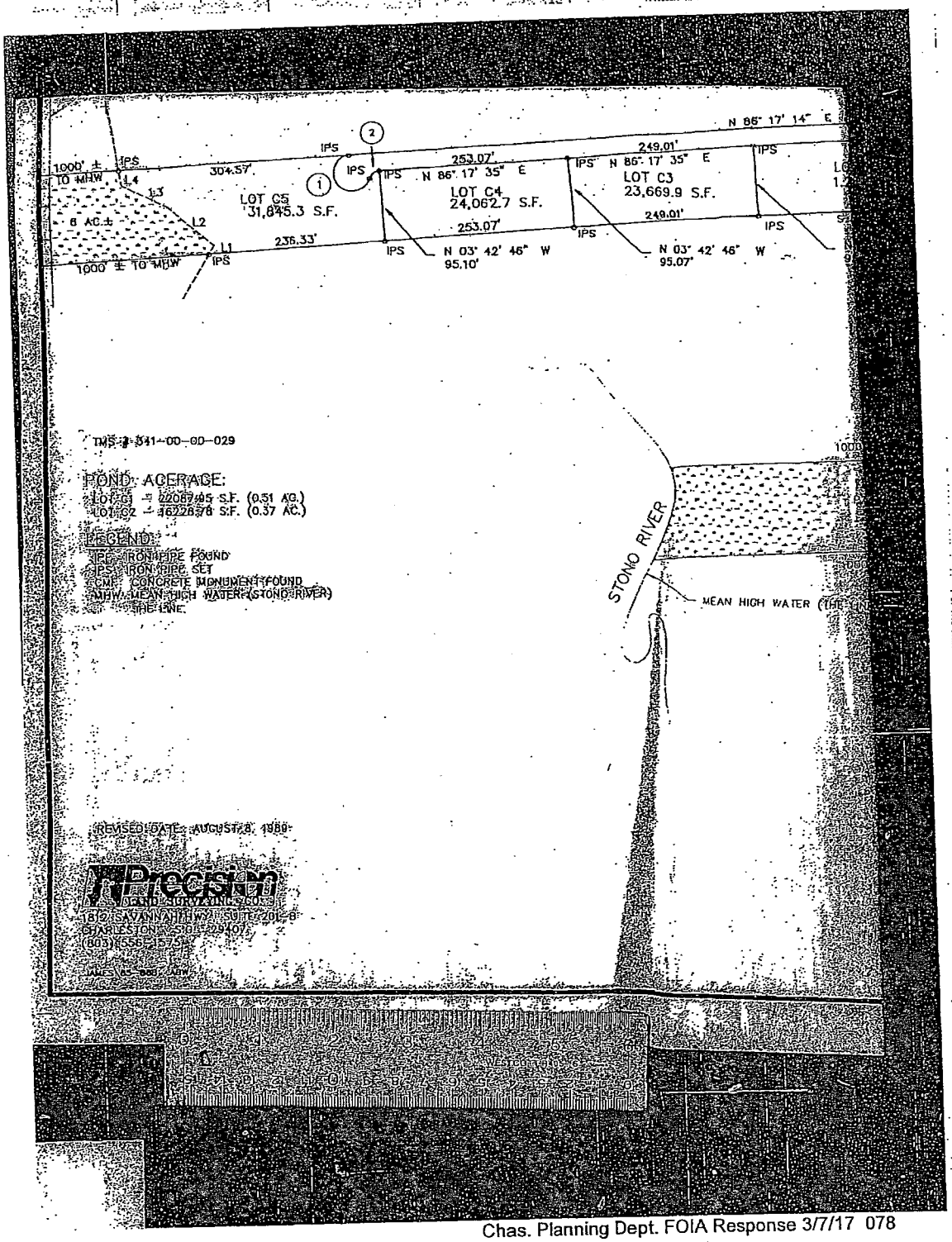
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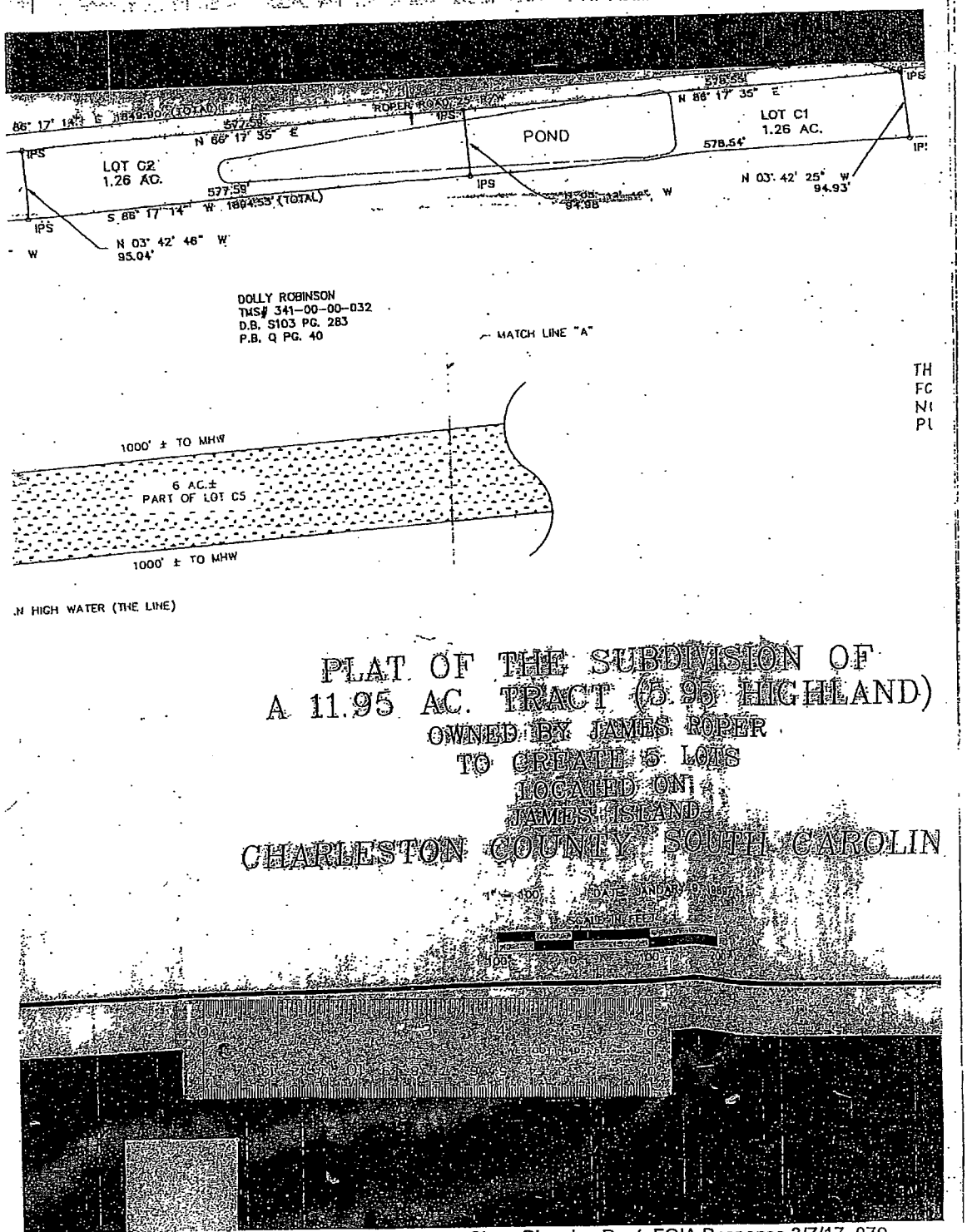
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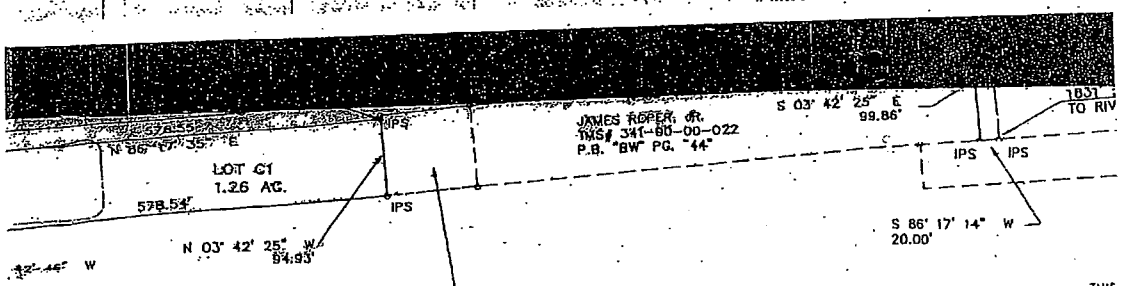
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Chas. Planning Dept. FOIA Response 3/7/17 078



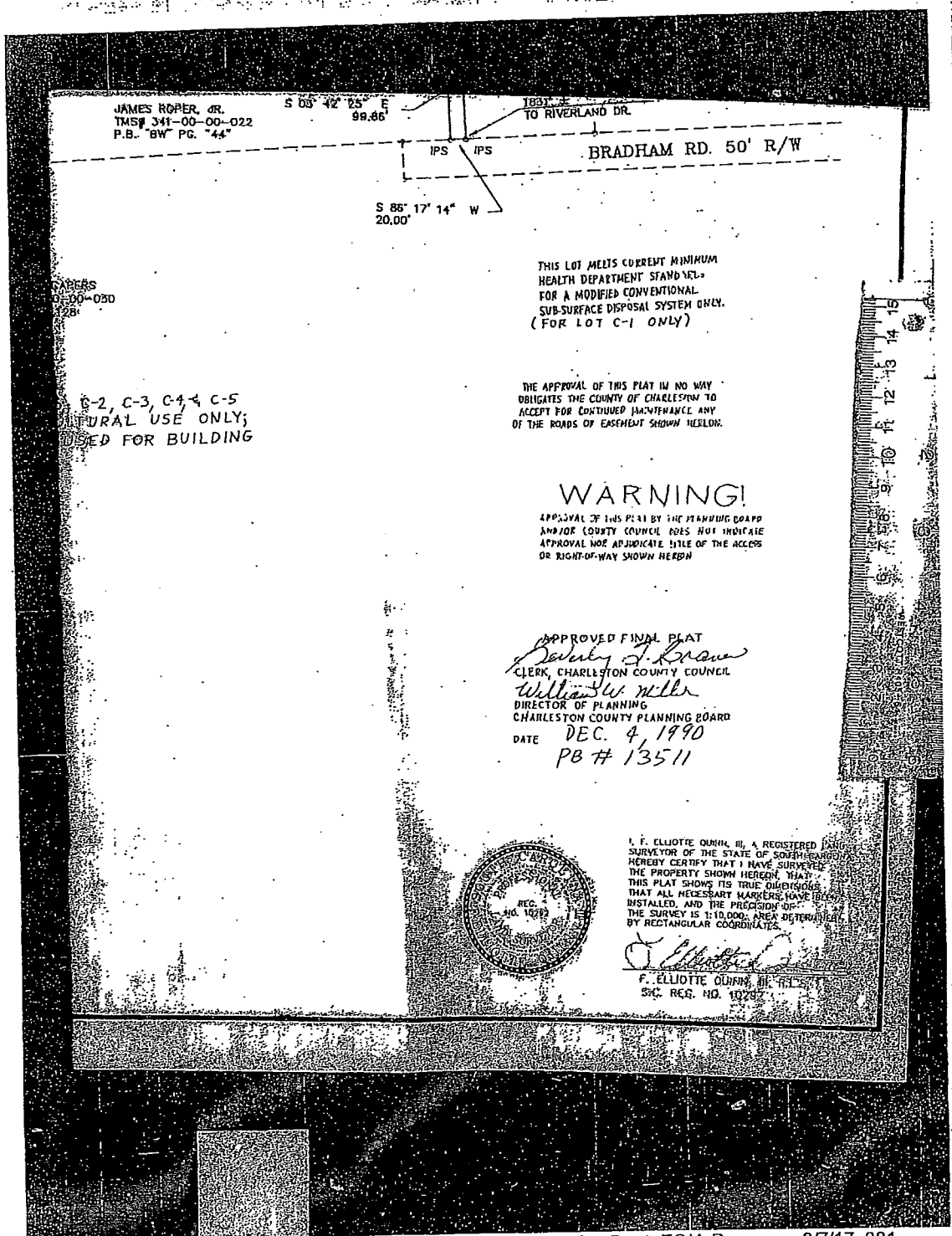
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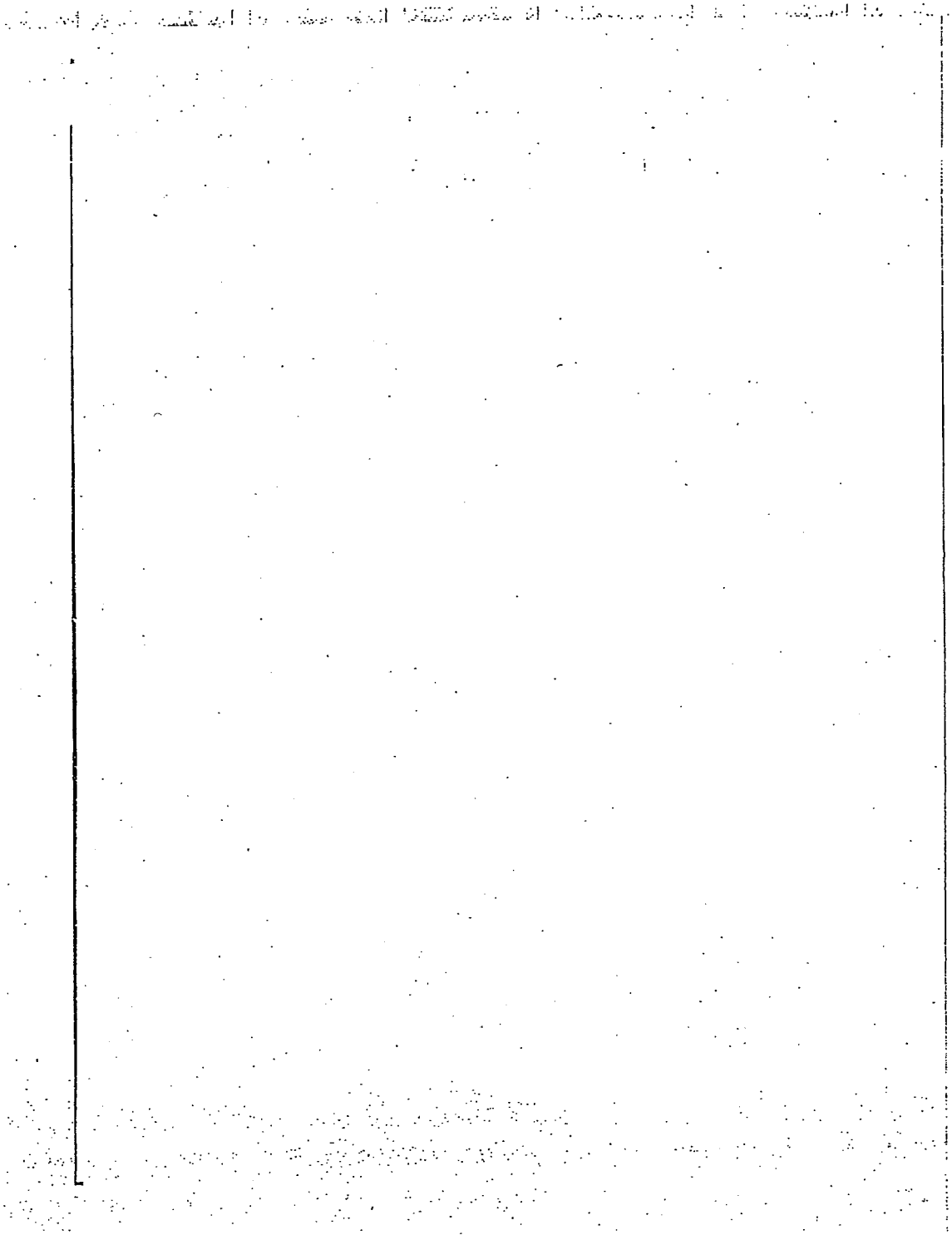
THESE LOTS C-2, C-3, C-4, & C-5
FOR AGRICULTURAL USE ONLY;
NOT TO BE USED FOR BUILDING
PURPOSES.

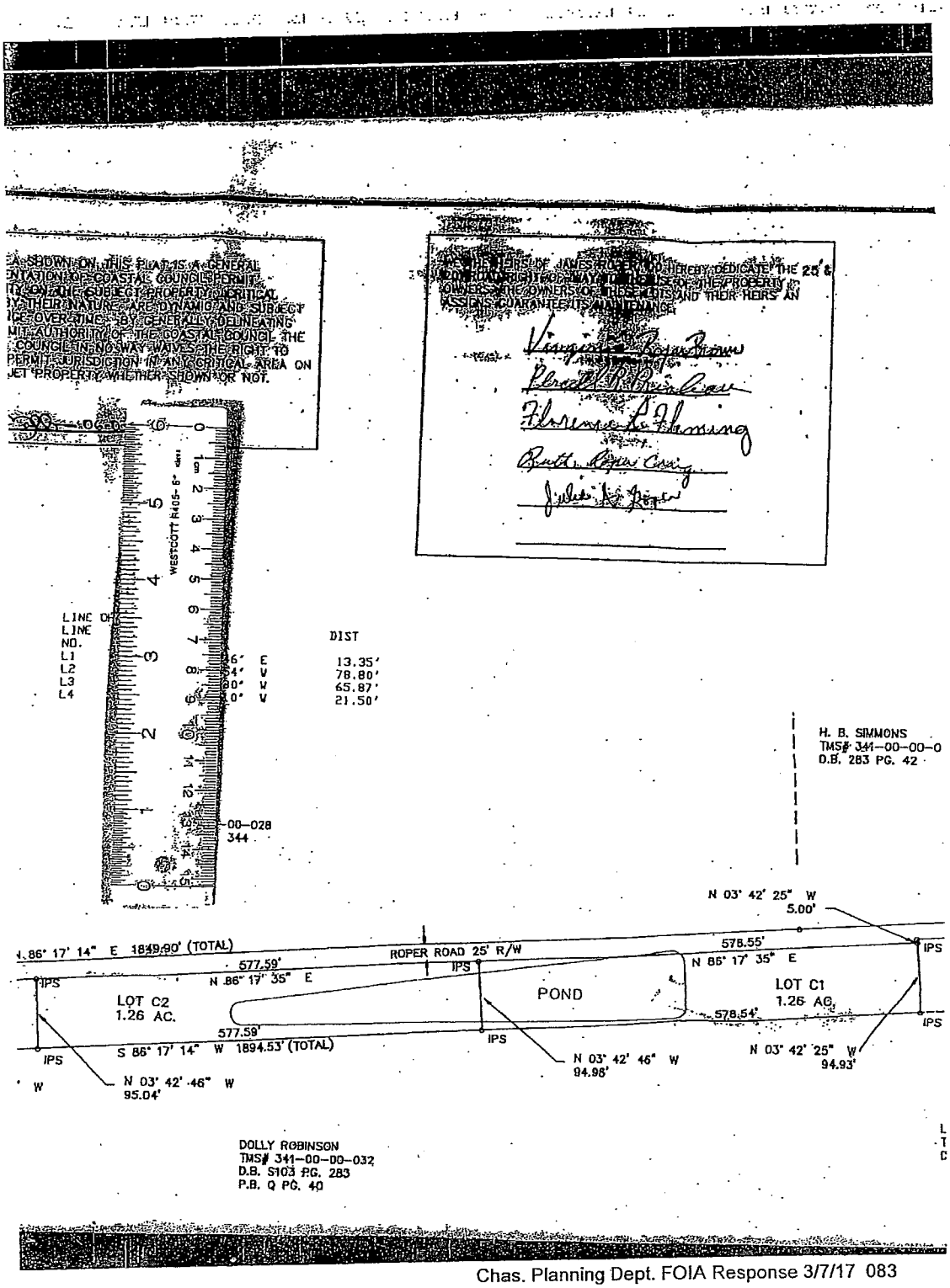
UBDIVISION OF
(5.95 HIGHLAND)
MES ROPER
E 5 LOTS
D ON
ISLAND
Y, SOUTH CAROLINA

Chas. Planning Dept. FOIA Response 3/7/17 080

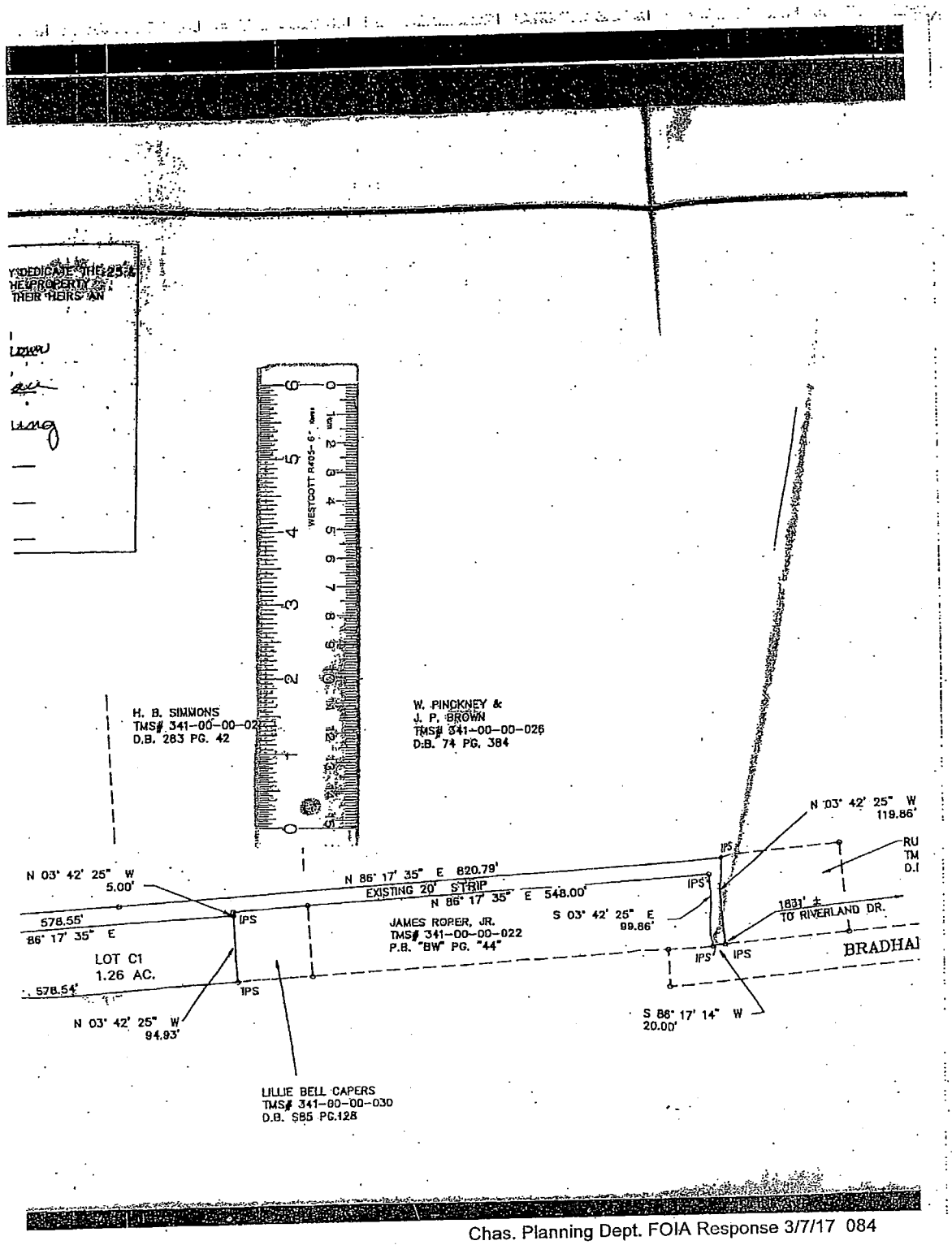


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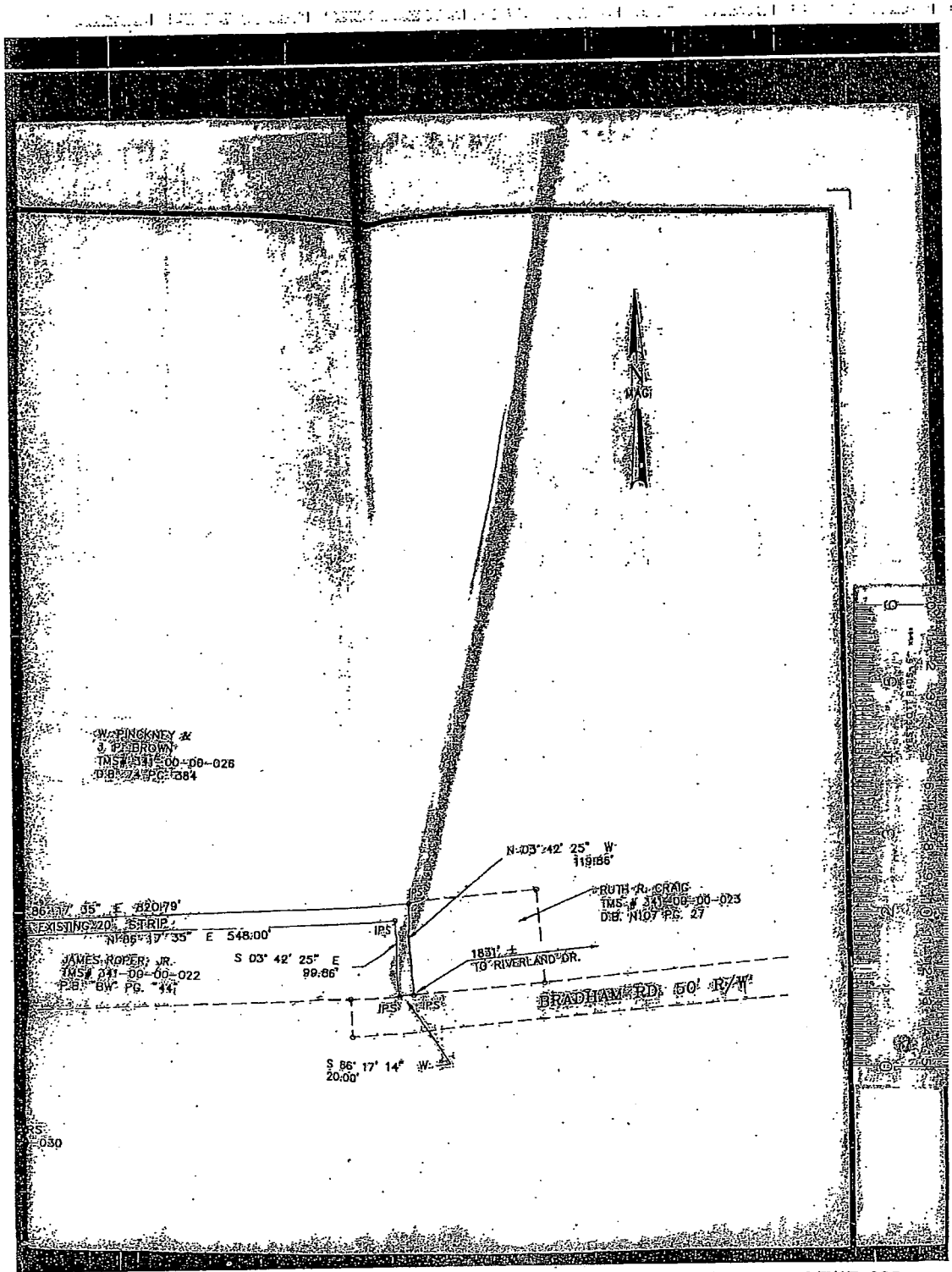




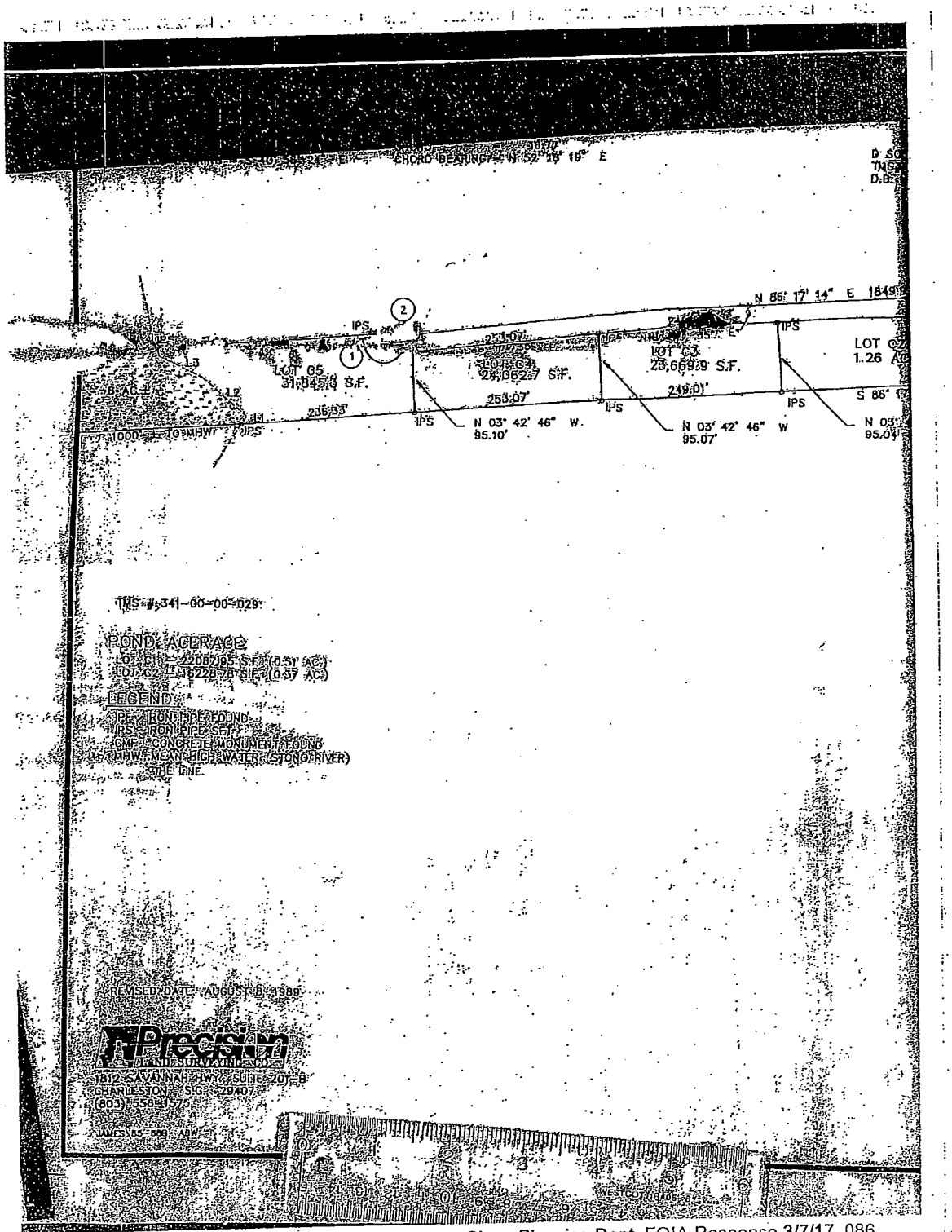
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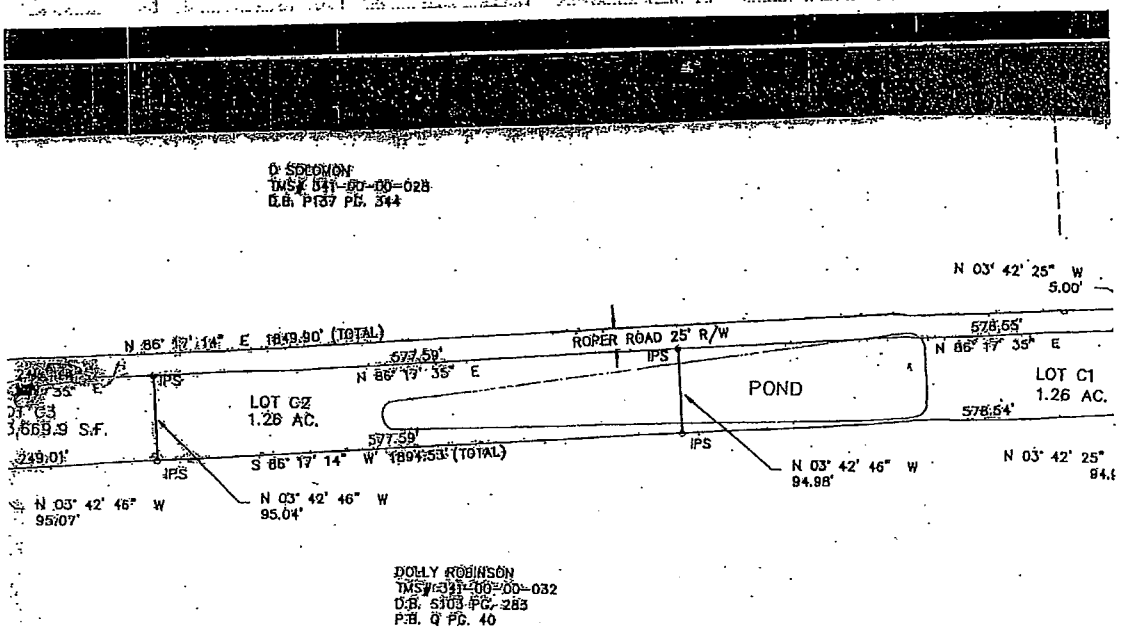
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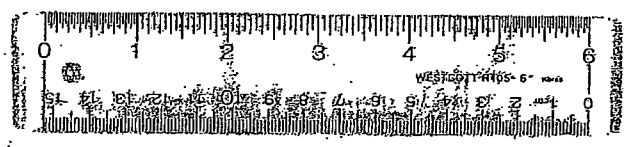


Chas. Planning Dept. FOIA Response 3/7/17 085



Chas. Planning Dept. FOIA Response 3/7/17 086





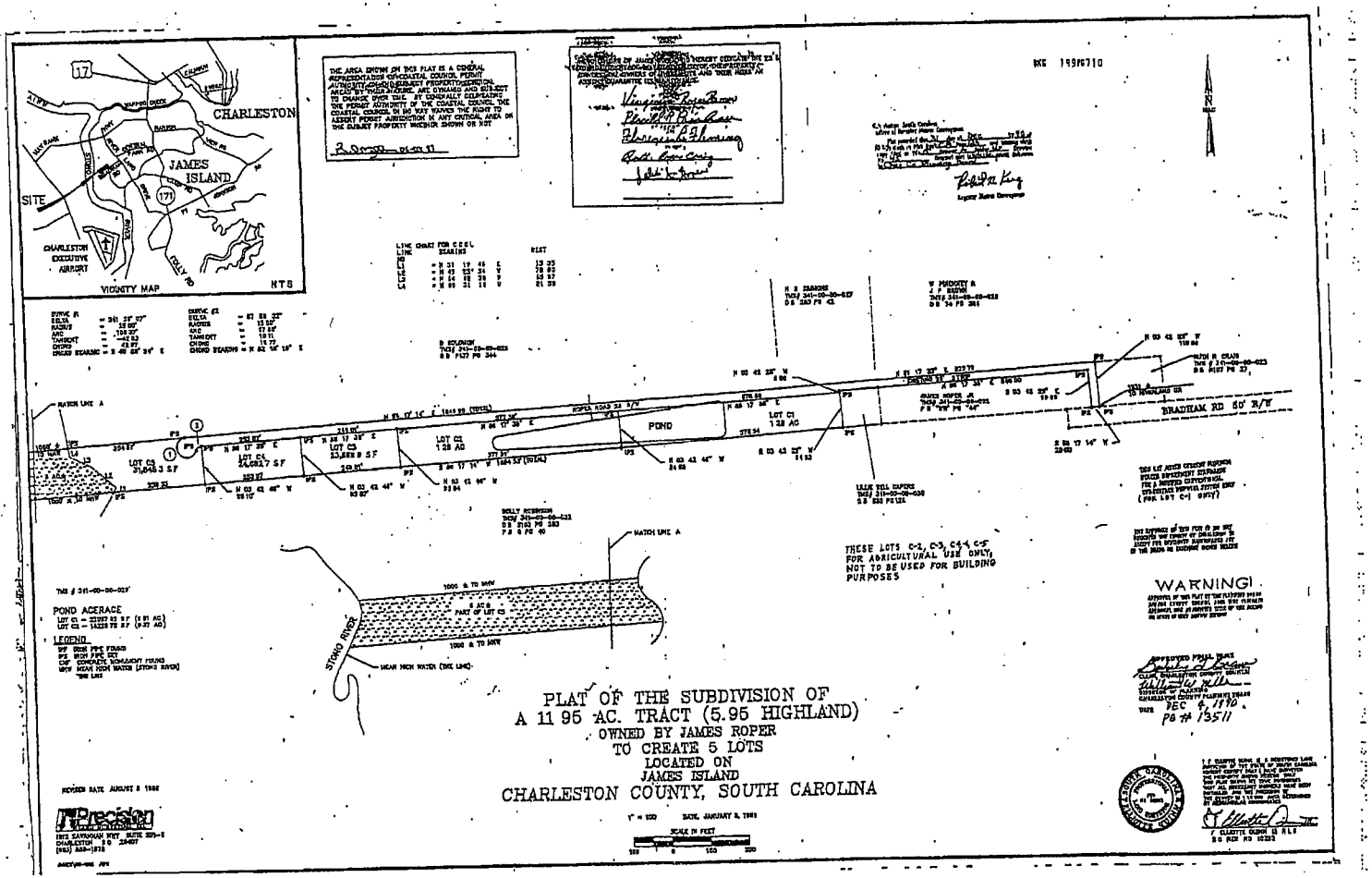
PLAT OF THE SUBDIVISION OF
A 11.95 AC. TRACT (5.95 HIGHLA
OWNED BY JAMES ROPER
TO CREATE 5 LOTS
LOCATED ON
JAMES ISLAND
CHARLESTON COUNTY, SOUTH CARO

1" = 100' DATE: JANUARY 9, 1980

SCALE IN FEET

100 0 100 200

Chas. Planning Dept. FOIA Response 3/7/17 087



Chas. Planning Dept. FOIA Response 3/7/17 088

Chas. Planning Dept. FOIA Response 3/7/17 089

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

CERTIFICATE OF SERVICE

I, Kathleen S. Romero, an employee of Callison Tighe & Robinson, LLC, do hereby certify that, on this date, I served the foregoing **Defendants' First Requests for Admissions to Plaintiff** upon counsel of record, by depositing a copy of the same in the United States mail with proper first-class postage affixed thereon, addressed as follows, and via email:

John E. Rosen, Esquire
Rosen Rosen & Hagood, LLC
151 Meeting Street, Suite #400
P. O. Box 893
Charleston, SC 29402
Email: jrosen@rrhlawfirm.com
(Attorneys for Plaintiff)

Kathleen S. Romero

April 25, 2017

1020.790/1026.031\COS-RTA.PL

4. **Plaintiff's responses to Defendants' First Requests to Admit admitting the Charleston County Planning documents are genuine and authentic.**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC, Plaintiff, v. ASHLEY ROBERTS, JEREMY COOK, AND SALAHEDDINE EZZAOUDI, Defendants.	)	**PLAINTIFF'S RESPONSES TO DEFENDANTS' FIRST REQUESTS FOR ADMISSIONS**

TO: DEMETRI K. KOUTRAKOS, ESQUIRE, ATTORNEYS FOR DEFENDANTS

The Plaintiff, by and through their undersigned attorneys, hereby responds to Defendants' First Requests for Admission as follows:

RESPONSES TO REQUESTS FOR ADMISSION

1. Admit the genuineness of the Charleston County Planning Department documents Bates numbered 002-089, attached hereto as Exhibit A.

RESPONSE: ADMITTED.

ROSEN, ROSEN & HAGOOD, LLC

By: _____

John E. Rosen, Esquire
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
May 24, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**CERTIFICATE OF SERVICE**
	)	
ASHLEY ROBERTS, JEREMY COOK And SALAHEDDINE EZZAOUDI,	)	
	)	
Defendants.	)	
	)	

The undersigned hereby certifies that on May 24, 2017, she served a copy of Plaintiff's Responses to Defendant's First Requests for Admission by electronic transmission and/or U.S. Mail, postage pre-paid, addressed as follows:

Demetri K. Koutrakos
Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390
Columbia, SC 29202
jimkoutrakos@callisontighe.com

Debra L. Hill, Legal Assistant

5. Letter from the City of Charleston Planning Department dated July 30, 2007, providing approval for the construction on the lots owned by Ashley and Jeremy Cook

JOSEPH P. RILEY JR
MAYOR

City of Charleston

JOSH MARTIN
DIRECTOR

Department of Planning, Preservation and Economic Innovation

July 30, 2007

Ashley Roberts
1558 Folly Road
Charleston, SC, 29412

Re: Roper Road/ TMS# 341-00-00-073 & 074

Dear Ms. Roberts:

The plans submitted for the development of the above referenced property have been reviewed and approved by the City of Charleston Zoning Division and Architecture & Preservation Division.

The above referenced property has a base zoning classification of **SR-1 (Single Family Residential)** under the City of Charleston Zoning Ordinance. The use of "881. One family detached dwelling" is a permitted use in the SR-1 district. There are currently no pending zoning violations on this property. Legal non-conforming uses are subject to the restrictions contained in Article 1, Part 2 of the Zoning Ordinance.

The architectural and structural design including all necessary elevation and plan views were in accordance with building requirements set by the Board of Architectural Review (BAR).

If I can be of any further assistance, please contact me at 559-4708.

Sincerely,

Michael Smith
Senior Planner

Roberts & Cook 0380

6. **City of Charleston Certificate of Occupancy issued to Ashley and Jeremy Cook dated February 5, 2009.**

Ashley Cook

CITY OF CHARLESTON

Certificate of Occupancy

This certificate issued pursuant to the requirements of the 2003 International Codes certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use BLDG-RES TMS#: C3410000073 BuildingPermit BR08-03978

Group R-3 and IRC Residential, one and two family Contracto

OwnerofBuilding Ashley & Jeremy CookAshley & Jeremy Cook,

Address 2201 Roper Rd

City,State,Zip Charleston, SC 29412

Code Edition 2003 Code Series Special Stipulations+

February 5, 2009
Date

Please post in Plain View

BuildingOfficial

City of Charleston 0047

7. **Deposition of Edward L. Terry (excluding exhibit 9, the Charleston County Planning Documents referenced above)**

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	
	CASE NO: 2016-CP-10-1560
CARPENTER BRASELTON, LLC,)	
)	
PLAINTIFFS,)	
)	
-VS-)	DEPOSITION OF:
)	EDWARD LEE TERRY
ASHLEY ROBERTS, JEREMY)	
COOK, SALAHEDDINE)	
EZZAOUDI,)	
)	
DEFENDANTS.)	

Given before Annie Holbrook, Court Reporter and Notary Public, at Rosen, Rosen & Hagood, LLC, 151 Meeting Street, Suite 400, Charleston, South Carolina, on Wednesday, March 22nd 2017, commencing at 10:30 a.m.

Job No. CS2529680

APPEARANCES

FOR THE PLAINTIFF: JOHN E. ROSEN, ESQUIRE
ROSEN, ROSEN & HAGOOD, LLC
151 MEETING STREET, SUITE 400
CHARLESTON, SC 29401

FOR THE DEFENDANT: DEMETRI K. KOUTRAKOS, ESQUIRE
CALLISON, TIGHE & ROBINSON, LLC
PALMETTO ARMORY OFFICE BUILDING
1812 LINCOLN STREET
COLUMBIA, SC 29201

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DEFENDANT'S EXHIBIT 2.....33
DEFENDANT'S EXHIBIT 3.....41
DEFENDANT'S EXHIBIT 4.....46
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DEFENDANT'S EXHIBIT 6.....49
DEFENDANT'S EXHIBIT 7.....57
DEFENDANT'S EXHIBIT 8.....78
DEFENDANT'S EXHIBIT 9.....91
DEFENDANT'S EXHIBIT 10.....118
DEFENDANT'S EXHIBIT 11.....118

(Edward Lee Terry, being duly sworn, testified as follows:)

DIRECT EXAMINATION BY MR. KOUTRAKOS:

Q: Mr. Terry. Is that right?

A: Yes.

Q: All right. My name is Jim Koutrakos. I represent Salaheddine Ezzaoudi, Ashley Roberts, and Jeremy Cook in a lawsuit that you filed against them. I'm going to ask you a series of questions today. If for any reason you don't understand a question, please ask me to rephrase it and I'll ask you a better question. Do you understand that?

A: Okay.

Q: If you answer a question, I'm therefore going to assume you understood the question. Is that fair?

A: That is fair.

Q: Okay. The court reporter is taking everything we say down today so I would appreciate if you give verbal responses as opposed to nonverbal responses. For example, if you nod your head, she'll say in the transcript nod your head. So if you mean yes, just please say yes. And if you say uh-huh and I say does that mean a yes, I

don't mean to be rude. I'm just trying to clarify the transcript. Do you understand?

A: Good.

Q: Are you on any medications that affect your memory or ability to tell the truth?

A: No.

Q: Are you suffering under any physical or mental condition that affects your memory or ability to tell the truth?

A: No.

Q: You are capable of giving truthful testimony today?

A: Yes.

Q: All right. If you need any breaks throughout this deposition, please let me know and we'll go ahead and take a break.

A: All right.

Q: Under the South Carolina Rules of Civil Procedure, I'm required to instruct you that if you have any clarifications, if you need any clarifications, definitions, or explanations of any words or questions that I ask you, that you are to ask me as opposed to your attorney. Do you understand that?

A: Yes.

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Q: If and when we do take a break today, it's probably a good idea not to discuss this deposition because I could later ask you questions about that. Do you understand that?
A: I do.
Q: Okay. Can you give me your full name, please?
A: Edward Lee Terry.
Q: Okay. And Mr. Terry, where do you reside?
A: I reside at Fernandina Beach, Florida.
Q: What's the address?
A: 2 Foxtail Road.
Q: Can you say that again?
A: The number 2.
Q: Okay.
A: And then Foxtail Road, Amelia Island, Florida, actually is the taxable address.
Q: And that's right outside of Jacksonville sort of?
A: Yes.
Q: Okay. What's your date of birth?
A: What?
Q: Your date of birth?
A: June 26th, 1945.
Q: Okay. And where were you born?
A: Decatur, Alabama.
Q: Okay. Do you have a business address?

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A: No.
Q: Did you go to college?
A: Yes.
Q: Okay. Where did you go to college?
A: University of Alabama.
Q: You guys couldn't hold on for one more second.
A: Okay.
Q: I'm just joking. It was a football joke.
A: I like football.
Q: Yeah. Well, everybody from Alabama apparently does. Right?
A: Right.
Q: Are you employed by anybody?
A: No. I'm retired.
Q: Okay. How long have you been retired?
A: Eight years.
Q: Okay. And where did you retire from?
A: I retired from Atlanta, Georgia.
Q: Okay. What were you doing in Atlanta, Georgia?
A: I had a mortgage company.
Q: Okay. What was the name of the mortgage company?
A: Sunshine mortgage corporation.
Q: Okay. And when you say you had a mortgage company, is that something you owned?
A: Yes.

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Q: Okay. How many employees did Sunshine Mortgage Company have?
A: About 250.
Q: Okay. Is it still in existence?
A: No.
Q: Did it close down?
A: Yes.
Q: So you said that would have been six years ago you retired?
A: Eight years.
Q: Eight years ago. Okay. So, 2009?
A: Yes.
Q: Okay. What did you do at Sunshine Mortgage?
A: I was the CEO.
Q: Okay. And how long were you the CEO at Sunshine Mortgage?
A: For 25 years. I started this company.
Q: Okay. Prior to working at Sunshine Mortgage, what did you do?
A: I worked for IDS Mortgage Corporation.
Q: IDS?
A: Yes.
Q: And where was IDS located?
A: Atlanta, Georgia.
Q: How long did you work there?

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A: Two years.
Q: Okay. Before that, what did you do?
A: US Navy.
Q: Okay. How long were you in the navy?
A: Three years.
Q: Prior to the navy?
A: College.
Q: College. There you go. Nice and easy. With respect to your mortgage company, this was consumer loans?
A: Mortgage loans.
Q: Consumer mortgage loans.
A: Residential mortgage loans.
Q: Okay. And was it specifically only in Georgia or was it in other states as well?
A: No, it was in surrounding states.
Q: So, it was in the southeast?
A: Yes.
Q: What was the volume of your business? I know in 2008, it probably went down.
A: Well, it varied. It started out small and at peak probably doing one and a half billion a year.
Q: One and a half billion a year?
A: Yeah.

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Q: Okay. When you first started out, when you started Sunshine Mortgage, I assume you were a small operation?
A: Yes.
Q: And you were probably involved in a day to day activities more than when you were CEO?
A: Yes. Correct.
Q: Okay. What did you study at University of Alabama?
A: Business and finance.
Q: Okay. Did you have any post-graduate education?
A: No.
Q: I assume you are a licensed real estate broker?
A: At one time.
Q: Okay. I really meant to ask you if you were a licensed mortgage broker.
A: Well, my company was.
Q: Your company was. Okay.
A: Yeah.
Q: You didn't individually hold a mortgage brokerage license?
A: No. When it started it was -- the company was not individual. I think it's individual now.
Q: Okay. So, you did have a real estate brokerage license at one point?

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A: Yes.
Q: And how long did you hold that license?
A: A long time. Over 25 years. I don't remember exactly.
Q: And in order to get your broker's license, you would have to take classes. Is that correct?
A: Correct. Yes.
Q: And were you a licensed real estate broker in more than one state?
A: Yes. At one time.
Q: Okay. Which states?
A: Georgia and Wyoming.
Q: Okay. Is it fair to say that personally, you, Mr. Terry, are pretty knowledgeable about the real estate transaction process in general?
A: Yes.
Q: For example, you know how to read a HUD statement? You're not going to be confused by a HUD statement. Is that correct?
A: Hopefully not. It depends on who prepares it.
Q: Right. Fair enough. You know how to read a deed?
A: I do.
Q: You've reviewed plats before?
A: I have.

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Q: You've hired surveyors before?
A: I have.
Q: You've reviewed title insurance commitments?
A: Well, I don't consider myself qualified.
Q: Okay.
A: Certainly, I'm not an attorney. Let's leave it at that.
Q: Okay. But if I handed you a title insurance commitment, would you understand how to read it?
A: Generally.
Q: Generally. Okay.
A: Depending on the complications to it.
Q: Sure. You also, besides having a mortgage brokerage business, you're involved in real estate development?
A: Yes.
Q: Okay. Tell me about that.
A: Well, developing subdivisions.
Q: Okay. In which states?
A: Multiple states.
Q: Including South Carolina?
A: Yes.
Q: Okay. Georgia?
A: Yes.
Q: Florida?

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A: Yes.
Q: Any other states besides those?
A: North Carolina. That's pretty much it.
Q: Okay. And when you were developing subdivisions, were you operating under a specific company?
A: No. You typically set up an LLC development.
Q: Okay. Was there a parent LLC?
A: Not really.
Q: It would be you?
A: Yeah.
Q: Did you have any co-investors in your real estate developments?
A: Say it again.
Q: Did you have any investors or partners who did developments with you?
A: Well, long ago. But that was in the '80s, though.
Q: So, almost all of these real estate developments, development of subdivisions, you did by yourself? You were the investor?
A: Yes.
Q: It was your money at risk?
A: What?
Q: It was your money at risk?
A: Well, mine or the bank's.

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Q: The bank's. Right. Correct. And with respect to South Carolina, how many subdivisions did you develop in South Carolina?
A: I don't remember.
Q: More than 10 or less than 10?
A: Probably more than 10.
Q: Okay. More than 20?
A: Perhaps around that amount.
Q: Around 20. And in fact, you had done subdivisions in this area. Correct?
A: Yes.
Q: And you operated a company called Whipple Development Corporation?
A: That is correct.
Q: And you operated an entity called Brentwood Homes. Right?
A: Correct. Yes.
Q: And did Whipple Development and Brentwood Homes they did work in different states. Correct?
A: Correct. Yes.
Q: And do you recall doing the Highwoods Development in South Carolina?
A: I did. Yes.
Q: Okay. And generally, in developing subdivisions you would then -- and tell me where I'm going

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wrong. You'd locate a piece of property that you think would be suitable for residential subdivision. Correct?
A: Yes.
Q: And then you would study it to see if it was actually feasible to be turned into a residential subdivision. Is that right?
A: Hopefully. Yes.
Q: And then what would be the next step? Would you get a surveyor out there to survey the property? Or would you get an engineer out there to see if it was suitable for a subdivision?
A: Well, it typically runs parallel to each other; the two professionals.
Q: Okay. And then eventually, a point in time there would be a subdivision plat. Is that correct?
A: Say it again.
Q: A subdivision plat or survey?
A: They would prepare that. Yes.
Q: You would review it. Wouldn't you?
A: Yes.
Q: Okay. And then the subdivision plat would be approved by the local governing authorities. Correct?
A: It would be approved. But again, they would

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approve it generally with conditions.
Q: Conditions. Right. And sometimes you'd have to bond off a plat. Is that right?
A: If you choose to.
Q: If you choose to. Okay. And what would you choose to bond off a plat?
A: Well, that would depend on each individual situation. There's not a checklist for that.
Q: Okay. No problem. I don't want to get bogged down in bonding off plats. And so, in your typical subdivision development, you'd have a subdivision plat that's recorded. The county would have certain requirements and they might note that on the plat. Correct?
A: They generally do conditions on a plat or it might be an addendum to it.
Q: Okay. And then the plat's recorded usually with wherever you would record real estate records in that particular county. For example, Charleston has the RMC. Other counties have the register of deeds. Is that your understanding?
A: That is my understanding.
Q: And then -- and you correct me if I'm wrong -- you would then record, usually, a covenants and restrictions. Correct?

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A: Well, that depends. That's each developer's choice. You can have restrictions on a subdivision or not restrictions.
Q: Okay. Did you choose to restrict your subdivisions?
A: I generally would restrict a subdivision.
Q: Okay. And who would prepare those restrictions for you?
A: Well, if I was a developer, it would be done in conjunction with the engineers involved and also engage in a real estate attorney to perhaps review the restrictions.
Q: Right.
A: But again, it depends on the complexity of it.
Q: Right. But you said you were the developer in these subdivisions. Correct?
A: The ones I did, yes.
Q: The ones you did. Right. And developing those subdivisions you would have hired an attorney to prepare the kind of restrictions you would have wanted in that particular subdivision. Correct?
A: Well, depending on the complexity. With a simple restriction, it might just be recorded on the plat.
Q: Okay. How so?

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A: Huh?
Q: How so?
A: I didn't understand.
Q: I said how so? How would they be recorded on the plat?
A: Well, you can record minimum lot sizes. You can record send backs. I've seen it done in both on the plat and also on an addendum; a separate written declaration.
Q: All right. In your subdivisions, for example, in Highwoods development, you would have done an extensive multi-page set of restrictions on that subdivision. Correct?
A: I don't recall.
Q: Okay. Who would recall? Would Iris Whitaker recall? Because she signed those restrictions on behalf of your company in Highwood development. Would she recall?
A: Iris Whitaker was an employee and I don't recall that she had but I'll take your word for it.
Q: Right. You've seen your development's multi-page sometimes 25, 30 page restrictions on subdivisions that you develop. Correct?
MR. ROSEN: Object to the form.
A: I've seen them. Yes.

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Q: Right. So, it's fair to say that subdivisions that you developed or your company's developed that you had recorded extensive covenants and restrictions drafted by an attorney or signed by somebody with authority to sign on behalf of one of your corporations?
A: Well, that may be or it may be a restriction recorded on the plat itself.
Q: All right. Have you ever done a subdivision where you've simply noted restrictions on the plat but you didn't do a separate set of covenants and restrictions?
A: I don't recall. Again, I've told you I've done numerous subdivisions in multiple states so I don't recall issues related to that minutia.
Q: Okay. How big of a development was Highwoods development?
A: I don't recall.
Q: Okay. But if you had a residential subdivision where you're selling lots between $35,000 to $100,000, do you believe that you would have a cause to have been recorded separate covenants and restrictions on the property, a multi-page document called covenants and restrictions?
A: Again, two ways.

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Q: Yeah.
A: On the plat or in an addendum.
Q: Okay. Do you recall any specific property where you chose to only note restrictions on a plat?
A: Again, multiple states plus 25 years. I don't recall exactly doing it or not doing it.
Q: Okay. Would those, in cases where you remembered there would be some kind of restriction noted on a plat, would those restrictions also have been duplicative or identical to restrictions that would have been mentioned and separately recorded covenants and restrictions?
A: I don't know.
Q: Where is Iris Whitaker today? Does she live in Charleston?
A: I don't know.
Q: Okay. Who would have done your legal work in South Carolina for preparing things like covenants and restrictions?
A: Again, multiple years, I'm sure multiple legal advisors.
Q: Would there have been somebody who would have -- for example, the Highwoods development -- would you have been the one to contact the attorney to prepare the restrictions or would it have been

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somebody else here in South Carolina that would have been doing that for you?
A: I don't recall.
Q: Okay. An attorney would generally prepare covenants and restrictions. Correct? You wouldn't draft them yourself?
A: No. I would rarely draft them. If it was regarding simple ones to be done on a plat, then I would probably consult with an engineer and save the legal fees.
Q: Yeah. I find it amazing that real estate developers with millions of dollars would say just coincidently that you're doing restrictions on a plat. Because that's the right way. There's a right way and there's a wrong way and for some reason --
A: The subject matter we're here today -- that is how it was done.
Q: Okay. Let me go off the record.
WHEREUPON AN OFF THE RECORD DISCUSSION TOOK PLACE.
Q: When you said you restricted property by notations on the plat, who would sign the plat?
A: I can't. I don't know what plat. Show it to me, I'll tell you who signed it.
Q: Well, I'm saying generally, you talked about two

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ways to restrict the property. One way is to do a separate covenants and restrictions. Correct?
A: That's what I said.
Q: And the other way, according to you, was to put notations on a plat.
A: Like the way that brought us to this meeting today. That I'm not aware of anything other than the restrictions on the plat.
Q: Okay. But according to you, there's two ways that you would have done it as a real estate developer. One, is do separate covenants and restrictions. Another way, to do restrictions on a plat. Correct?
A: Correct. But I also, like when I -- I didn't develop the subdivision.
Q: Yeah. I'm just talking about how you would have done it just for the moment. So, you would have either had a separate set of covenants or you would have done something on a plat. Correct?
A: That is correct.
Q: Okay. On a separate covenants and restrictions, they would have need to have been signed by the owner of the property subjecting the property to the restrictions. Would you agree?
A: Not necessarily. Again, a corporation; it might

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be an officer.
Q: That's what I'm saying.
A: You said an owner.
Q: Yeah. So, if ABC Corporation owns the property, somebody on behalf of ABC Corporation would have to sign the covenants and restrictions. Correct?
A: That would be my understanding.
Q: Right.
A: I'm not an attorney in South Carolina but that would be my understanding.
Q: Right. And so, with respect to the notations on the plat, who would sign that?
A: I don't know. Again, I guess it depends on state by state. And I'm not qualified to say for South Carolina.
Q: Okay. Have you ever been deposed before like we're doing today?
A: I have.
Q: Okay. How many times?
A: I don't recall. I'm 71 years old. I don't recall.
Q: Okay. Is it more than 10 or less than 10?
A: Probably more than 10.
Q: Okay. And you've been party to a lawsuit before. Correct?

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A: I have.
Q: Numerous lawsuits.
A: What?
Q: Numerous lawsuits?
A: More than I wish.
Q: And you've testified in court before, too?
A: A few times.
Q: Okay. Have you ever been arrested before?
A: No.
Q: Okay. I'm showing you what's marked as Exhibit number 1.
DEFENDANT'S EXHIBIT 1 MARKED FOR IDENTIFICATION.
Q: Exhibit number 1. This is a notice of 30(b)(6) deposition. Have you seen this before?
A: Have I seen this before, John?
MR. ROSEN: Yes, you have.
A: Okay. Yes, I have.
Q: Okay. Have you reviewed the 17 items?
A: Well, no. Let's review them.
MR. ROSEN: Actually, you know, I don't know if he has seen this. I think you have. We forwarded it to you. Yeah, I've seen this.
A: I've seen this. Okay.
Q: And normally, the witness answers the questions, not the lawyer.

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A: The complaint, I assume that's the property that's the subject matter in this --
Q: You don't have to read it into the record. I'm just asking if you've read the 17 items before.
A: Well, again, let's just go through it.
Q: You can go through it. Just read it to yourself if you don't mind.
A: Okay.
Q: Have you reviewed those 17 items?
A: I just reviewed them. Yes.
Q: Okay. Can you provide testimony or are you knowledgeable about each of those 17 items?
A: On the interrogatories, the responses were prepared by counsel, so I have to rely on their advice in responding to that.
Q: So, the answer is no, you can't give testimony as to item number 2?
A: I'm saying, I have to rely on counsel to discuss the responses with me because that's very legal in nature. And I'm not a South Carolina lawyer. All facts and circumstances related to the 1990 plat. I wouldn't be aware of all the facts and circumstances of something that happened 27 years ago.
Q: Right. Whatever you're aware of. That's fine.

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A: Huh?
Q: I just want to know of whatever knowledge you have of that.
A: That's all I could do. I have no idea. I wasn't there.
Q: Okay.
A: Number 11, I haven't checked that out.
Q: So, you can't tell --
A: So again, that's -- I don't need water or sewer for agricultural use.
Q: Okay. So, for 11, you can't provide testimony as to 11?
A: Correct.
Q: Okay.
A: I can go research it and we can do this another day. 15; I couldn't make a statement. I'm not qualified to say what the fair market value a plaintiff's property is. 16; was a four year request made to the plaintiff to Charleston County?
MR. ROSEN: I can't answer that right now. Sorry.
A: Okay. And 17; plaintiff's lawyer I'm sure has had communications with the defendant's representatives.

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Q: Can you testify about 17, any communications you may have had with any of the defendants or anybody that the company's had?
A: And again, "Or its agents and representatives." He's my representative. So, I'm not aware of all the conversations.
Q: Okay. We'll go through that in a minute. Today's deposition, I'm taking the deposition of Carpenter Braselton, LLC. Do you realize that?
A: Yes.
Q: And you are the designee of Carpenter Braselton.
A: I'm the authorized agent.
Q: Right. Well, for the purposes of today's deposition, Carpenter Braselton, LLC has designated you to testify on its behalf. Do you understand that?
A: I understand that.
Q: Okay. What is your position with Carpenter Braselton, LLC?
A: I am the authorized agent. It's owned by my wife, Elaine Terry.
Q: It's a limited liability company. Correct?
A: Yes.
Q: And is she the manager of the company?
A: Yes.

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Q: Is she also the sole member?
A: Yes.
Q: You're not a member of the company?
A: Not at all.
Q: What other property does Carpenter Braselton, LLC own?
A: It owns a piece of property adjacent to this property.
Q: And we'll talk about that in a minute. Any other property other than those two parcels?
A: Not that I'm aware of.
Q: What did you do today to prepare for this deposition? What did you do in general to prepare for this deposition besides show up?
A: I showed up and reviewed a file in my computer.
Q: Okay. And you have a file on your computer. What would that be? What documents did you review?
A: The complaint and then I believe some answers.
Q: Okay. Anything else besides those two documents?
A: That's all I can recall.
Q: In this case, we sent requests for production. By the way, do you have any legal training?
A: No. Business law at the University of Alabama.
Q: Okay.

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A: Rather limited.
Q: Okay. During the course of this litigation, we sent requests for production; asked for various documents to be produced. From this point forward, unless I qualify it, when I'm saying "the company" or "Carpenter Braselton", I'm referring to Carpenter Braselton. But if I throw a "you" in there, I'm also referring to Carpenter Braselton. Do you understand that?
A: Just Carpenter Braselton.
Q: Carpenter Braselton. Right. Do you know what the company did to review its files to find documents that would have been relevant to this case?
A: Well, the closing of the transaction, the purchase, the documents related thereto.
Q: Okay. And you provided them to your lawyer?
A: And I think we got the closing attorney, which was Larry Dodds across the river. He provided his file, I believe. And that would be the documents primarily related to this complaint.
Q: Okay. And the company would not have any more documents other than documents that would have been in Mr. Dodd's closing file?
A: The critical documents, the plats and the

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restrictions that's been placed on the plat.
Q: Okay. Why was Carpenter Braselton organized? Why was it organized? What was the purpose of setting up Carpenter Braselton, LLC?
A: Well, to hold assets is the only answer I know; the simple answer.
Q: It's a single purpose entity for the purpose of holding title to real property?
A: Single purpose for holding --
Q: Title.
A: -- title to real property, assets. Let me get some water.
Q: Okay. Does the company have any employees?
A: No.
Q: The two pieces of property that it owns would be Lot C5. Correct?
A: The subject matter of this complaint.
Q: Correct.
A: Yes.
Q: And 2284 Lucky Road. Correct?
A: I believe that's the address of the adjoining property.
Q: And that's the adjoining property. Right?
A: Yes.
Q: Okay. Tell me about Lucky Road. How did the

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company become interested in buying the Lucky Road property?
A: The adjacent property?
Q: The adjacent property. Yes.
A: A real estate broker contacted Carpenter Braselton about the purchase and I think it coordinated the arrangements for it.
Q: Well, let me back up a little bit. You, Mr. Terry, you're a resident of Florida. Correct?
A: Correct. Yes.
Q: Do you have a house here in Charleston?
A: I don't.
Q: Does your wife?
A: She does. Yes.
Q: Okay.
A: Through another LLC.
Q: Does she live in Charleston?
A: No. She lives in Florida.
Q: Okay. Is the property that she owns through another LLC in Charleston, is that a residence, a second home?
A: Yes. Second home, basically.
Q: So, basically, your wife has a second home through an LLC in Charleston, South Carolina?
A: That is correct. Yes.

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Q: But it's not Carpenter Braselton, LLC.
A: That is correct.
Q: Why does she own it individually?
A: I don't know. Ask her.
Q: Okay. So, it's not like this real estate broker found you in Florida. He knew about you because you spend some time here with your wife.
A: Yeah. My grandkids are here.
Q: And your grandkids are here. You have children here.
A: Yeah.
Q: Okay. I was just trying to find out about your connection in Charleston. So, you have a second home here and you have children here.
A: Yeah.
Q: So, you're here a lot.
A: Well, we come to visit the grandkids. Yes.
Q: Right. Do you have any other -- and this is a question I'm asking of you, Mr. Terry. Do you own any other investment property through an LLC in Charleston, South Carolina?
A: No.
Q: Okay. How about anywhere else in South Carolina?
A: No.
Q: Okay. Are you involved anymore in any real

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estate development activity in South Carolina?
A: No.
Q: Going back to Lucky Road. And I'm asking questions of the company. Okay? I just had a little tangent there. Who is the agent who contacted you?
A: Huh?
Q: The agent who contacted you.
A: Dan Mengedoht.
Q: Okay. And what did he tell you? How did he introduce you to the property?
A: I don't remember. He gave me information. I don't recall exactly what all the information was but he was a knowledgeable expert.
Q: Okay. Do you recall when Carpenter Braselton, LLC purchased the adjoining property?
A: I don't recall.
Q: All right.
DEFENDANT'S EXHIBIT 2 MARKED FOR IDENTIFICATION.
Q: I'm showing you what has been marked as Exhibit 2. It says, "Master's Deed" on top. Do you see that?
A: I see that.
Q: Do you see where it looks like the Master in Equity conveyed to Carpenter Braselton, LLC

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certain property? Do you see that?
A: I see page one. Is that what you're talking about?
Q: Well, really, the property is going to be described on the second to the last page of Exhibit number 2.
A: Okay.
Q: It's the third to the last page, Exhibit A.
A: I see Exhibit A. Yes.
Q: And it's 5.53 acres.
A: Okay.
Q: And it's tax map number 341-00-00-028. Do you see that?
A: I see that. Yes.
Q: Would that be the adjoining property; the Lucky Road property?
A: I believe so.
Q: Okay. Flip back one page before that, if you would. You would see where the master signed the deed May 8th, 2013.
A: I see that.
Q: Does that refresh your recollection of when you purchased the property?
A: Well, it certainly appears to be right around that time.

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Q: And if you look at the last page -- I think you have one more page after that, sir.
A: I just got to the Affidavit, the last page.
Q: I don't think that's the last page. I think there's one page after that.
A: Okay.
Q: There should be, at least. There you go. On the top right where it says "Recorded".
A: Yeah.
Q: Recorded June 18, 2013.
A: I see that. Yes.
Q: Okay. So, you would have purchased this property between May and June of 2013. Correct?
A: Yeah.
Q: You, being Carpenter Braselton.
A: Correct. Yes. I see that.
Q: And the first page it shows that you purchased the property for $111,600. Correct?
A: Okay. Let's go back and check. Yeah. That's right. I see that.
Q: Okay. And the first whereas clause of Exhibit number 2 talks about a lawsuit between Earline Nelson and Clyde Hamilton. Do you know anything about that?
A: I don't.

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Q: Did you understand when you purchased the property that it was being sold as a result of some type of lawsuit?
A: Yeah. I remember Dan telling us about that.
Q: What did he tell you about that?
A: Well, again, he said it was being sold through the court and if you like it, make an offer. So, I talked to my wife about it and she agreed to make an offer.
Q: Okay. And what was the goal in purchasing the property?
A: Well, I think she basically wanted to hold it and make a pasture out of it and a barn.
Q: Why would she want to make a pasture out of it and a barn?
A: Ask her. Again, I guess she wanted a place for her grandkids.
Q: Okay. What type of improvements are located on the Lucky Road property; the adjoining property?
A: There is a barn and a pasture has been planted.
Q: Pasture of what? You're planting something?
A: Pasture grass. Yeah.
Q: Okay. All right. How many square feet is the barn?
A: I think it was one of the questions on the

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discovery. Don't hold me to this but probably about 40 by 70.
Q: Okay. How many floors?
A: Two.
Q: What's on the first floor?
A: Stables and storage areas.
Q: You all keep horses there?
A: Not yet.
Q: What do you store there?
A: Well, right now, odds and ends are being stored there. Like I said, it's built to be a horse barn.
Q: Okay. Tell me about the second floor. What's on the second floor?
A: It's a small office apartment.
Q: Okay. It's a residence on the second floor?
A: Right.
Q: How many bedrooms?
A: Two.
Q: How many baths?
A: One.
Q: How much did it cost to construct the improvement on the Lucky Road property?
A: I don't recall.
Q: Was it over $100,000?

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A: Probably in that range. But again, I don't recall.
Q: Okay. Does anybody live there?
A: No, not permanently.
Q: Okay. There are people who spend the night there. Correct?
A: Right. Yes.
Q: And who would that be?
A: Well, I have. My wife has. My son has. My grandkids have. Just all family.
Q: Family? Family has?
A: Family. Yes.
Q: Okay. Do you know if that property's connected to public sewer or do you have a septic tank?
A: Well, the barn's got a septic tank. There's a caretaker that lives up at the other end in a trailer and I believe that's connected to public sewer.
Q: But you don't recall that home, that structure on the Lucky Road property, you don't recall whether that's connected to public sewer?
A: Which one now?
Q: The Lucky Road; the barn.
A: The barn. No, I know that's not connected to public sewer.

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Q: Okay. How about public water? Do you have public water?
A: No.
Q: You have a well?
A: Correct.
Q: Okay.
A: I told you also, to answer your question correctly about the other end of the property, there's a trailer.
Q: Okay. So, the property has a barn and there's also a trailer on it?
A: Right.
Q: Okay. Who lives in the trailer?
A: I know that he works for a friend of mine and he introduced me to him and he wanted a place to live and my wife and I discussed it and so she bought a trailer and put it on there for him.
Q: Okay. What's his name?
A: His name is Jack.
Q: What's Jack's last name?
A: I can't recall.
Q: Okay. And he lives there full time in the trailer?
A: Right. Yeah.
Q: And you mentioned the word "caretaker" before.

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Is that to whom you were referring?
A: Right. Yeah.
Q: And does he keep an eye on the house, the barn, when you guys aren't there?
A: Correct. Yeah. That's part of his responsibility. Yeah.
Q: Who on behalf of Carpenter Braselton visited the property prior to its purchase?
A: I think my wife and I did.
Q: Okay. And how many times did you visit the property?
A: I don't recall. If you notice the date, is goes back to '13, so I don't recall.
Q: Okay. Do you think it was more than once or just once?
A: Again, I can't answer that.
Q: Do you recall when visiting the property that you saw any other improvements or structures in the general vicinity?
A: Again, on that property, I know there was no improvements on --
Q: Yeah. I'm talking about adjoining property.
A: Yeah. There was a house next to it.
Q: Okay. What's the closest house to Lucky Road property?

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A: Well, I know there's a house right over there right next to Jack's trailer.
Q: Okay.
A: That's a house.
Q: How about on Roper Road? Is there a house there on Roper Road?
A: There's a house on Roper Road. Yeah.
Q: And it was there when --
A: It's not on Lucky Road though.
Q: Right. It's on Roper Road. Right?
A: Yeah.
Q: And it's right next to your property?
A: Yeah. Well, next to this.
Q: Yeah. The adjoining property. Correct?
A: Yeah. This deed right here. Yeah.
Q: Right. How do you access the Lucky Road property?
A: Lucky Road.
Q: Okay. Did you review any maps or surveys prior to purchasing the Lucky Road property or did anybody associated with Carpenter Braselton review it?
A: I don't recall there being a survey of the property. I know it's on the tax plat. And we looked at the tax plat.

DEFENDANT'S EXHIBIT 3 MARKED FOR IDENTIFICATION.
Q: I'm showing you what's been marked as Defendant's Exhibit number 3. Have you seen this before?
A: I don't recall. I may have. It appears to be the Lucky Road property, what we're calling; where the barn is.
Q: Okay. So, the Lucky Road property is 5.53 acres. Correct?
A: That's what it says. Yes.
Q: Right. And where would Lucky Road be? Could you just show me where Lucky Road is? I think I may have kind of missed it on the plat.
A: Are you looking at this?
Q: Yeah, I am.
A: Okay. Where it says, "Existing house property of Hattie Simmons".
Q: Yes, sir.
A: And Lucky Road kind of just bumps right into that.
Q: Okay.
A: And then you see it says it's 2,508 feet to intersection of Bradham and Riverland --
Q: Yes, sir.
A: So that's Lucky Road, the 2,500 feet.
Q: Okay. So, Lucky Road hits, if you will, for lack

of a bed word, the eastern edge of the 5.53 acre tract?
A: Yeah. Actually, it kind of curves around and hits that corner right there where it says, "Existing house".
Q: Okay. When you go to visit the Lucky Road property, you take Lucky Road. You don't take Roper Road. Correct?
A: Correct. Access is not -- you can't get to this property very well through the Roper Road --
Q: Roper Road. Fair enough.
A: -- because there's a bank that kind of drops off.
Q: Okay. Prior to purchasing this property, do you recall reviewing all of these notations that are on Exhibit number 3?
A: I don't recall.
Q: You don't recall? Okay.
A: I likely did if it represents it in the title work and all. But again, I don't recall specifically reviewing that.
Q: Do you see underneath where it says, "The property of Hercules Mathews"? It says, "This lot does meet minimum health department standards for a modified conventional sub surface disposable system only"? Do you see that?

A: Which note is that?
Q: I'll show you. Right there. That note right there.
A: Okay.
Q: Do you see that?
A: I see that.
Q: Who do you believe caused that notation to be put on Exhibit number 3?
MR. ROSEN: Object to the form.
A: I don't know. This thing was done 15 years ago. I wasn't there.
Q: Okay. Do you understand that being a real estate developer who's developed a lot of real estate subdivisions, do you believe that would have been something that would have been caused to be put on the plat by the local governing authority?
MR. ROSEN: Object to the form.
A: I don't know who caused it.
Q: Okay. I didn't ask you if you knew him. Do you believe that more likely than not --
A: Again, I wasn't there 15 years ago. I don't know who caused it.
Q: Okay. You've paid surveyors before, haven't you, in your capacity --
A: I have.

Q: -- of doing other real estate developments. Correct?
A: I have.
Q: And would that be something you would cause to be put on a survey language like that or similar to that?
A: I don't know who caused it.
Q: I didn't ask you that.
A: I do not know. It could be multiple people.
Q: Okay. And do you see where there's approval stamped? You see where this plat was approved by Charleston County; the Charleston County Planning Commission?
A: Okay. Yeah. I see that. Yes.
Q: Okay.
A: And again, that was 15 years ago.
Q: Right. But you bought the property four years ago.
A: Four years ago. Yeah.
Q: Right. But again, you don't recall reviewing this? You have no specific recollection --
A: I don't know. I may have. I may not. Again, I don't recall all of the minutia from four years ago.
Q: You kind of do the same thing I do. I like to

talk over people. It's a bad habit that I have. And that's the way people normally talk and it's probably from my heritage that I like to talk over people. But it makes her life very difficult and it makes our life difficult for whoever's reading this transcript later on. I'll try my best if you could try your best, too.

A: I'll try my best.

Q: Thank you, sir.

DEFENDANT'S EXHIBIT 4 MARKED FOR IDENTIFICATION.

Q: I'm showing you what is marked as Exhibit number 4. There you go. And let's go ahead and mark Exhibit number 5.

DEFENDANT'S EXHIBIT 5 MARKED FOR IDENTIFICATION.

Q: Let's look at Exhibit number 4. The structure in the center of the picture, many, many feet behind that utility pole, that is the structure you caused to be constructed on the Lucky Road property. Is that correct?

A: That is correct.

Q: And the structure on the left, who's structure is that? Is that my client's house?

A: It's who's house?

Q: This right here. Do you know whose house that is?

A: I'm really not sure. It may be the Roberts' house but I'm not totally sure.

Q: Ashley Roberts?

A: Yeah. I'm not totally sure on that.

Q: There's no other house in the area. Do you believe it's any other?

A: That's what I'm saying. It may be hers.

Q: Okay.

A: And then Jack's trailer. That's up here to the right.

Q: Okay. Do you believe this picture to be a true and accurate representation of your house from that particular angle?

A: A true of what now?

Q: True and accurate.

A: Of what?

Q: Of your house.

A: Of the barn?

Q: Yeah.

A: Yeah.

Q: Yeah. Exhibit number 5.

A: Same thing. That's the barn.

Q: That's the barn. And who's car is that parked at the barn? Do you know?

A: I don't know.

Q: Okay. There's this little structure to the right right next to the tree. Do you see that in Exhibit number 5?

A: Yeah.

Q: Is that a shed or something?

A: Yeah. It's a pump house.

Q: A pump house. Okay.

A: Yeah.

Q: All right. And this picture appears to have been taken. And we'll talk about Lot C5 in a second. In looking at Exhibit number 5, where is C5 in conjunction with where your house is; Carpenter Braselton's house is on Lucky Road?

A: Well, C5 is right next to it.

Q: Indulge me for a second, sir, because I have not visited your barn. It looks like a great structure. It really does. Is there a door that you can go out of the property on this side?

A: Yeah. You can see it right there.

Q: That's a door right there? Okay.

A: Yeah.

Q: So, if you walk straight out that door and walk, I guess that would be west, you would eventually be standing on Lot C5. Is that right?

A: Yeah. On this thing it doesn't say C5. It says

Herbert Brown who was a seller of the lot that was also known as C5.

Q: Okay. So, if you go back to Exhibit number 3, would the structure be located around the area where it says "Building setback from critical line" or generally in that area? Is it generally right here?

A: Yeah.

Q: Is that generally where the house is?

A: Yeah. It's going to be coming kind of straight across from Herbert Brown which is C5.

Q: Which is your property; the other piece of property that you own.

A: C5?

Q: Yes, sir.

A: Yeah. Yeah.

Q: Okay. Fair. I just wanted to figure out exactly --

A: Yeah. It's adjacent to it.

Q: Thank you. So, eventually, Carpenter Braselton purchased Lot C5. Correct?

A: Correct.

DEFENDANT'S EXHIBIT 6 MARKED FOR IDENTIFICATION.

Q: Exhibit number 6.

A: Can I give these back to you?

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Q: No. You hold on to them and then the court reporter's going to take them after we're done.
A: Okay. All right.
Q: Exhibit number 6 is a deed from Herbert Brown to Carpenter Braselton, LLC. Correct?
A: Correct.
Q: And $170,000 is the purchase price. Do you see that?
A: Yes.
Q: And the third page would be Lot C5.
A: Correct.
Q: And the last page, like we did last time, shows that the deed was recorded November 12th, 2014.
A: Okay.
Q: Do you see that?
A: I do.
Q: Okay. So, about a year and a half later, you wind up purchasing Lot C5. A year and a half after you purchased the Lucky Road --
A: Yeah. And again, it goes back to Dan Mengedoht that brought it to me.
Q: He did.
A: Yeah.
Q: Okay. Good real estate agent. Right?
A: Yeah.

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Q: Amazing. And I'm glad you mentioned that because I would think that your neighbor came and knocked on your door and said, "Hey, you want to buy my property?" That's not how it happened. Did it? Herbert Brown didn't contact you.
A: No. I've never met Herbert Brown.
Q: Okay. Have you ever talked to Herbert Brown?
A: I don't think so.
Q: So, your interest in Lot C5 came from the real estate agent, Dan?
A: Well, he introduced me to it. Yes.
Q: He introduced it to you. Okay. And what made Carpenter Braselton interested in buying that Lot C5?
A: Well, it's for an expansion of its -- it hopes to be a horse farm.
Q: Okay. Is it Carpenter Braselton's intent to combine, if you will, Lot C5 with the Lucky Road property to be one property, to be a farm?
A: Well, it will always retain its separate legal identity --
Q: I understand that.
A: -- because it's part of a recorded plat with restrictions on it.
Q: I understood --

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A: But Carpenter Braselton basically saw it as an expansion of its horse farm and it was ideally restricted because it restricted agriculture use.
Q: Okay. I hadn't asked you that question but thanks for giving the additional information. Good job for preparing for your deposition. So, you don't intend to combine it? Since you're an expert in real estate, I'm sure you've made a pile of money developing real estate --
A: Well, it comes and goes.
Q: It comes and goes. Right. But because you have a lot of experience in real estate development, you aren't intending to combine the two parcels but in reality, practicality, you want to make one your Lucky Road farm, if you will. C5 and --
A: Correct. But basically, honoring the restrictions and so forth which we thought our use would honor it.
Q: Okay. And so, you didn't really need to visit Lot C5 prior to purchasing because you knew where it was; it's right behind your property, the Lucky Road property. Right?
A: Correct. Yeah.
Q: It's not like you have to make a separate visit to go and inspect Lot C5. All you really needed

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to do was walk out of the back door of your barn --
A: Walk out the door and walk over to it.
Q: Right. There it is. Did you walk the property prior to purchasing it?
A: Yeah. I remember walking it because it's got a nice stand of pine trees on it, which is always a good sign in this part of the world.
Q: All right. Were you able to tell the boundaries of the property; the corners?
A: I don't think the corners were marked at the time. But you could tell generally where the corners were.
Q: Okay.
A: Within 20 feet.
Q: You didn't have a surveyor go out there and mark the corners for you so you can see?
A: I can't recall on that.
Q: Okay.
A: I don't know.
Q: You didn't have a separate survey done of this particular piece of property. Did you?
A: I do not recall.
Q: If you had one done, you would have provided it to your attorney. We would have it.

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A: Yeah. I gave him everything we had in our file.
Q: Right. So, prior to purchasing Lot C5, you knew that there was a house two lots down. Correct? Mrs. Roberts' house?
A: Correct.
Q: And it was there for years. The first time you entered this little area, I assume, was to visit the Lucky Road property for the first time. Correct?
A: I would assume so.
Q: Okay. And the first time you visited the Lucky Road property, Mrs. Roberts' house was already there. Correct?
A: I'll assume so.
Q: Okay.
A: Again, this is a number of years back. So, I don't know.
Q: Okay. But prior to purchasing Lot C5, certainly Mrs. Roberts' house was there. Correct?
A: I guess it was. I wasn't focusing on Mrs. Roberts' house.
Q: Okay. Tell me what due diligence did you perform prior to entering into a contract to purchase Lot C5 and subsequently closing on it.
A: I don't recall any extensive due diligence

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because, again, it was right next to the property that I already owned. It was covered in a stand of pine trees. That's always a good sign in the low country. And that was good.
Q: Okay. There was no building to inspect. Right?
A: No. There's no buildings on it. No.
Q: You didn't want to do any environmental testing. Right? That was not necessary. Correct?
A: I did not do any environmental testing. No.
Q: You didn't need a phase I or anything like that?
A: No.
Q: Okay. Somebody on behalf of Carpenter Braselton signed a contract to purchase the property. Correct?
A: Correct. And I don't recall who that was.
Q: Okay. And then somebody at Carpenter Braselton or your real estate agent contacted an attorney to help with the closing. Is that right?
A: Yes.
Q: And do you recall who you all used for that particular closing?
A: What now?
Q: Do you recall who the attorney was for that particular closing to purchase Lot C5?
A: Yeah. I just saw something in here.

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Q: Dodds?
A: Larry Dodds.
Q: Larry Dodds. Is that right?
A: Yeah. It's right here.
Q: Yeah. Larry Dodds. It's a stamp on Exhibit number 6 -- which is also the same attorney who helped you with buying the Lucky Road property. Correct?
A: Well, let's look and find out.
Q: It's there; Exhibit number 2.
A: Well, if the stamp's on it, that's fine.
Q: Okay. Did you go down to the county courthouse or did anybody on behalf of Carpenter Braselton besides this attorney go down to the courthouse or go down to Charleston County to review any records?
A: I don't -- well, obviously somebody from, I'm sure, the Dodds' office went down and checked the title and all.
Q: Besides Dodds?
A: No. I mean, I didn't go down. I don't ever go down and check records. I will review documents that's presented to me.
Q: Okay.
A: And there was a plat presented to me.

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Q: Okay. When was that plat presented to you?
A: Again, Mengedoht collected everything and sent it to me. I don't know when it was.
Q: Okay. He collected everything and sent it to you. What do you mean by "everything"?
A: Well, the critical thing was the plat showing the boundaries that the lots on that plat and the restrictions that applied to it.
Q: Did you review the plat prior to closing?
A: I'm sure that I did. Now, again, do I recall such and such time reviewing the plat? No.
Q: Okay.
A: This is four years ago or three years ago and all. But I know that I would have looked at the plat because, again, Mengedoht sent it to me.
DEFENDANT'S EXHIBIT 7 MARKED FOR IDENTIFICATION.
Q: This is Exhibit number 7. Have you seen this document before?
A: I have.
Q: Okay. And this is the plat of numerous lots. Correct; including Lot C5?
A: Correct.
Q: And you don't recall whether you've reviewed Exhibit number 7 before closing?
A: I'm sure I did. And also, Dodds told me and in

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the title insurance policy that you understand that your property you're buying is restricted agriculture use and I said, "Yeah, that's the reason why I'm buying it. And the other lots are, too."

Q: Okay. So, Dodds told you it was restricted from agricultural use?

A: Yes. It's in the title insurance commitment policy.

Q: Do you have a title insurance policy for this particular piece of property?

A: Yeah.

Q: Have you provided that to your attorney?

A: I honestly don't know but it's --

Q: I saw a title insurance commitment but I didn't see a policy.

A: Well, but you saw the commitment with the conditions to the commitment. Now again, sometimes Dodds is, as a lot of real estate attorneys are, a little bit negligent in getting the policies out. So, he needs to be scolded for that.

Q: Can we go off the record?

WHERE UPON AN OFF THE RECORD DISCUSSION TOOK PLACE.

Q: Okay. So, we're not sure if a policy was issued

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but we'll find out. Okay?

A: And I'm sure if it hasn't been, it's over there in Dodds' file.

Q: Okay. So, when Dan, the real estate agent, contacted you, did he ever mention about it being restricted to agricultural use?

A: I don't recall. Again, this was three years ago.

Q: Okay. That's fine. If you don't --

A: I just don't recall.

Q: Okay.

A: But again, that was something that caught my eye in a hurry.

Q: Okay. When is the first time you heard anything about the property potentially being restricted from agricultural use?

A: I'd have to go back to -- I keep a file on Dan and so I'll have to go back and see when he forwarded this plat because that's when I would have seen the written restriction on it and known about it.

Q: Okay. When you say restriction, what are you referring to?

A: These lots, etcetera, agricultural use only, not to be used for building purposes.

Q: Right. You're not referring to anything else

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besides that?

A: That's the only restriction I know about.

Q: Okay. So, you don't recall today whether Dan told you about it or you first discovered it by reading Exhibit number 7?

A: I don't recall that. No. But I do know I knew about it because I always review these plats. And I walked the properties. I told you I did walk out to look at those pine trees.

Q: Right. And you reviewed this plat prior to closing?

A: Yes.

Q: Okay. Exhibit number 7.

A: And Dodds pointed it out to me in the title insurance binder.

Q: Okay. Did you review the binder prior to closing?

A: I did. And it showed it as a restriction.

Q: And when did he send you the binder?

A: Again, I've got it in my computer file. I can get the exact date on it.

Q: All right. Do you recall having a discussion with Dodds about this proposed restriction?

A: No. Because I knew about it.

Q: Okay.

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A: There's not anything he could do about it.

Q: You don't recall discussing with Dan? You don't recall discussing it with Mr. Dodds?

A: I didn't need to because it's a fact.

Q: That's fine, sir. I'm just asking you. We'll get to that whether you needed to or not. I'm just trying to find out the facts here. You didn't talk to Dan about the restrictions? You didn't talk to Dodds about the restrictions? Correct?

A: Correct. I knew about the restrictions, though. I don't recall a verbal conversation of three years ago.

Q: Okay. But you recall reviewing this plat prior to closing?

A: And I recall reviewing the title binder prior to it.

Q: And you recall reviewing the title binder prior?

A: And I do recall Dodds telling me, "You know this is restricted," and I said, "Yes."

Q: Okay.

A: Because to most people, that would be a negative. To me, it was a positive.

Q: Okay. Did anybody make any representations to you that not only your lot was restricted but

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perhaps other lots were restricted?
A: It says right there; C2, 3, 4 and 5.
Q: Well, let me ask you this. You're a smart man having made a pile of money developing real estate. You would have been observant enough, I would hope, that when you first, having owned the Lucky Road property for about a year and a half, you would have observed that there actually was a structure, a home, on lot C3.
A: Yeah.
Q: Ashley Roberts' property. Right?
A: I didn't know what lot particularly it was on.
Q: You knew it was on one of these lots. Right?
A: I knew it was on one of the lots. Yes.
Q: Right. And you're probably smart enough to put two and two together. Right? Did this thought ever cross your mind in some form or fashion? Hey, looks like Lot C2 through C5 are restricted. Why in the world does Ashley Roberts' have a house on Lot C3 when it's restricted from agricultural use? Did that thought or any thought similar to that cross your mind when you were reviewing Exhibit number 7?
A: I don't recall that crossing my mind. I just knew that the lots out there were generally

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vacant and the ones that were next to me, C5, the one next to me is vacant. And just riding down Roper Road, you can see that there's some more vacant lots down through there. So, I thought, this is good.
Q: But you knew that there was a home, a rather big home, on one of the parcels that you contend is restricted by the notation on Exhibit 7.
A: I knew there was a house on a lot floating down through there. Yes.
Q: And you knew that one of those four lots would be used for a non-agricultural use. Correct?
A: I knew there was a house out there. Yes.
Q: So, in other words --
A: I didn't know how it got there or whether the seller had done something probably illegal in violation of the covenant. But anyway, the house was there.
Q: Explain to me; you use the word "covenant". What does the word "covenant" mean?
A: Covenant right here. It says right here.
Q: I got that.
A: Use only for, not to be used for building purposes. That's a covenant.
Q: Well, that's what you say is a covenant but what

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do you think a covenant means in general?
A: Again, it's a restriction.
Q: Okay. So, you equate covenant with restriction?
A: Either a restriction for or a restriction to.
Q: Okay. Your primary purpose in buying Lot C5 was to use it in conjunction with the Lucky Road property. Correct?
A: Again, expanding our little farm. Yes.
Q: Right. But, the fact that it was restricted from agricultural use didn't make a difference because you would want to use it any way you want to use it. Correct?
MR. ROSEN: Object to the form.
A: Well, again, not necessarily because you might wind up not being able to use it for agricultural use so the good thing is, this casted in a positive fashion.
Q: Well, generally, again, having made a lot of money in the real estate development business across the entire southeast, would you agree with me that that property is more valuable when it's not restricted?
MR. ROSEN: Object to the form.
A: I can't say that. What would kill would be worth if they had no restrictions on it. So, I don't

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know if you can defend that in a real estate class or not.
Q: Okay. So, is it fair to say then, would you agree or disagree that the more restrictions on real property, the more valuable?
MR. ROSEN: Object to the form.
A: Again, I can't make that statement. Let's put it like this. If it's restricted for a dang waste dump, then that's probably not going to be that valuable. So, I don't know how you can say that. I don't know where you're coming from on that at all.
Q: Well, if you're buying a piece of property in general, you'd want to buy a piece of property that --
A: That conforms to what you want to use it for.
Q: Right. And you don't want it to be restricted from something you might want to do in the future so you'd rather have no restrictions on a piece of property. Correct?
A: Well, again, if it's restricted for what you want to use it for, that adds value in the buyer's mind. And that's what it did in my mind.
Q: Yeah. But that's what I'm saying. So, you're glad your Lot C5 was restricted. That's why you

purchased it.
A: In this case, it was a benefit to me to be restricted to agricultural use. That's the other lots, too.
Q: So, your concern was not with your lot but with the other lots being restricted.
A: Well, all the lots and all. Now again, you're telling me that the Roberts' house was built earlier. Well, okay, I accept that.
Q: Well, was that the primary reason why you bought the property is because you believe other lots were restricted to --
A: Correct.
Q: Let me --
A: Two things; it added to my farm and also in any other houses being built down there which is the reason for this lawsuit today.
Q: Okay. So, would you have bought Lot C5 anyway?
A: I don't know. Again, probably for not that kind of money. For $5,000 probably yes. But again, I was happy with the bargain.
Q: Okay. I understand what you're claiming in this case. Let me ask you this. You look at this plat prior to purchasing and you see that there is five lots shown on this plat. Correct? Is

that right?
A: There are five lots shown on the plat. Yes.
Q: C1, C2, C3, C4, and C5.
A: Correct.
Q: Did you ever wonder why only Lot C2, C3, C4, and C5 had the alleged restrictions?
A: I didn't have a clue.
Q: Did it make any sense to you?
A: I didn't focus on it.
Q: Okay.
A: It was what it was. I couldn't change it.
Q: It was what it was. Okay. So, other than your lot, you're claiming in this case that there are three other lots restricted. Correct?
A: That's what it says.
Q: I'm not asking what it says.
A: Okay. I'll read it to you.
Q: I didn't ask you that, sir. I asked you what you're claiming.
A: I'm claiming that this says right here these lots C2, C3, C4, C5 for agricultural use only, not to be used for building purposes.
Q: Okay. And who made that covenant?
A: I don't know.
Q: Okay.

A: But it's recorded.
Q: Okay. Did you notice on this plat the location right underneath Bradham Road? It says, "This lot meets minimum health department standards for modified conventional sub surface disposable system only." Do you see that?
A: Quite honestly, point me to where you're reading.
Q: Right there, sir. Right there.
A: I didn't quite honestly pay attention to it. I was just interested in the restriction.
Q: Okay.
A: Because I wasn't buying C1. I could care less.
Q: Okay. I just read something that's on the plat. Right? You just read it. Right?
A: Right.
Q: And it says, "For Lot C1 only." Do you see that?
A: I see that. But again, I wasn't interested in C1. I was interested in what affected C5 and then the restrictions for agricultural use only which says right here C2, C3, C4, C5.
Q: Well, I'm just trying to find out from your perspective, having someone who has a fascinating experience in real estate. Not many people have bought and sold real estate like you have. And you've developed subdivisions and your company

has assigned restrictions. And I was wondering, when you're looking at this and you're saying, okay, I'm buying it in part because it's restricted from agricultural use. Correct?
A: That's what it says.
Q: Okay. And you're also buying the property because you believe the other lots were restricted. Correct?
A: That's what it says.
Q: And you're looking at these lots, C2, C3, C4, C5 for agricultural use only, not to be used for building purposes. Did it ever cross your mind to figure out why that notation was put on the plat and who put it on there?
A: No. It never crossed my mind.
Q: Okay. Did you believe it was possible that that was something required by the County of Charleston?
A: I'm not qualified to go there.
Q: Okay.
A: I didn't even think about it.
Q: Okay. Were you concerned that your belief that the other lots were restricted was in fact not correct because there was already a large house on Lot C3?

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A: Again, I read the restrictions, I relied on it, I bought the property.
Q: Okay. I get it. I didn't ask you that question. I asked you the question, did you buy the property because you thought three other lots were restricted; 4, 3, and 2. And 33% of those other lots, one lot, had a very big home on it. Correct?
A: Yes. I didn't quite honestly think about it. I was just happy that the vacant lots were restricted.
Q: Okay. Did it cause you to believe that maybe my belief that these properties are restricted from agricultural use maybe I need somebody to check on it to see if that's actually correct?
A: Never crossed my mind. I relied on the plat.
Q: Okay. Do you notice on the top center of the plat, it's not the easiest to read, I'll admit, but it has something to do with the road and all the land owners are signing it. Do you see that?
A: I see that. I can't make out the language.
Q: It says, "James Roper has hereby certified that the 25" -- something about the 25 foot right of way -- "and their heirs and assigns guarantees it's maintenance." Do you see that?

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A: Is that what it says?
Q: Yeah. Something like that.
A: I can't make it out.
Q: Okay. And you see where that's actually signed by five folks?
A: I can see five signatures.
Q: And one of them is a Roper. There's a Craig.
A: Looks like Julia Roper is the last one.
Q: It does. Doesn't it? And there is a Virginia Roper Brown. Anyway, the point of me saying that is you notice where they signed right underneath that statement. Do you see that?
A: I'm sorry. I see five signatures. Is that what you're talking about?
Q: Yeah. Right.
A: Yeah.
Q: The statement about the road and the agreement to its maintenance and right underneath that you see five signatures. Correct?
A: I do see it. But I'll accept your word about the road. I can't read that.
Q: Okay. There's signatures not located anywhere else on this plat. Is there?
A: I don't see five signatures anywhere else.
Q: Okay. What investigation did Carpenter Braselton

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do to confirm that there actually were restrictions on C2, C3, C4, and C5?
A: I relied on the recorded plat that the county has approved.
Q: That's it? Okay. You didn't see any signatures on this. Correct?
A: I see the signatures you're talking about.
Q: Right. But there's no signatures right underneath the notations that you're relying upon.
A: No. But it's on the plat.
Q: Okay. And when you read that these lots, C2, C3, C4, and C5 language, when you read it in conjunction with the language to the right of that regarding C1, would you agree with me, reading those two paragraphs together that the reason why C2, C3, C4, and C5 were restricted from agricultural use is because those lots didn't meet current minimum health department standards for a modified conventional sub surface disposal system?
MR. ROSEN: Object to the form.
A: I think you're just speculating. You don't have a clue any more than I do.
Q: Okay. Do you have any signed writing by any

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prior owner of Lot C5 where that prior owner restricts the use of Lot C5?
A: I relied on this.
Q: And this --
A: My title insurance company told me it was restricted. I relied on them. So, I don't have anything that I'm aware of that Herbert Brown did anything beyond because he didn't need to. The plat restricted it. He couldn't change it if he wanted to.
Q: It looks like Ashley Roberts changed it. She's got a house on her property.
A: You'll have to ask Ms. Roberts. I haven't talked to her.
Q: Okay. Have you ever talked to Sal Ezzaoudi?
A: I don't think I have.
Q: Do you know who he is?
A: I'll assume you're talking about one of the lot owners.
Q: Correct. The owner of Lot C4.
A: Okay. All right.
Q: Have you ever talked to him before?
A: Not that I'm aware of.
Q: You know he listed his property for sale at one point in time?

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A: Okay.
Q: I'm asking you, do you know? Does Carpenter Braselton have any knowledge that he listed Lot C4 for sale?
A: I can't recall. He may have he may not.
Q: Have you ever had your real estate agent talk to him?
A: You know, Dan talks to all these people. Talks to people all down Lucky Road so he's probably talked to him.
Q: Do you recall, do you have any knowledge of Dan talking to Mr. Ezzaoudi --
A: Again, I don't recall. He may have.
Q: Have you contacted him in conjunction with preparing for this deposition to see if he had any contact with Mr. Ezzaoudi?
A: No. I don't need to.
Q: Did Carpenter Braselton ever have a desire to purchase Lot C4?
A: I can't recall that. They may have. Obviously, they're interested in the area so they may or may not. I can't recall.
Q: Who's they?
A: Well, they would be my wife and all or me. I don't recall anything. May have. I don't know.

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Q: And you've never talked to Ashley Roberts?
A: Never talked to Ashley Roberts.
Q: Have you ever talked to Jeremy Cook?
A: Jeremy called me after this lawsuit was filed.
Q: Okay. And what did he say?
A: He said, "What should I do?" I said, "I don't know." I said, "You need to get a lawyer." Which he did. Got a good one.
Q: Have you ever talked to Elliot Quinn?
A: No, I have not.
Q: Do you know who Elliot Quinn is?
A: I understand in some correspondence that he was an engineer that was involved in this thing in some way or another. Other than that, I don't really know.
Q: Okay. He's the person who prepared Exhibit number 7.
A: Pardon?
Q: He's the surveyor who prepared Exhibit number 7. You have not talked to him?
A: Okay. No, I have not talked with Elliot Quinn.
Q: All right. As far as you know, nobody on behalf of the company has talked to him?
A: Not that I'm aware of.
Q: Okay. How about Perceil Delaine? Have you ever

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talked to her?
A: No, I don't think so.
Q: And nobody from the company has talked to her?
A: I don't think -- she's one of the owners.
Q: Okay. She's the former owner.
A: Okay.
Q: How about same for James Roper?
A: I don't think I've talked to James Roper.
Q: Okay. Mildred Anderson?
A: Who?
Q: Mildred Anderson.
A: No, I don't know Ms. Anderson.
Q: Ruby Roper?
A: Don't know Ruby Roper.
Q: Raymond Roper?
A: Don't know Raymond.
Q: And Herbert Brown? You purchased C5 from Herbert Brown but you never met him?
A: I didn't go to the closing. I've never met the man. I don't think I ever talked to him.
Q: Okay. And Dan the real estate agent, his name is --
A: Mengedoht.
WHEREUPON A BRIEF BREAK TOOK PLACE.
Q: Do you know who Martha Matthews is?

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A: Martha Matthews.
Q: She apparently is the owner of Lot C1.
A: I don't think I've ever talked with Ms. Matthews that I recall.
Q: Looking at Exhibit number 7, the plat, the 1990 plat --
A: Yes.
Q: Would you agree with me to the extent that there was a dispute as to what was meant on that plat, that the person who would have the most knowledge of what was intended by this plat would be the surveyor who signed it?
MR. ROSEN: Object to the form.
A: I have no idea. This plat was done, what, 15 years ago?
Q: Right.
A: So, I have no idea who would be most knowledgeable.
Q: But if you have a question about something that was noted on this plat, somebody who would certainly know why it was noted on the plat would be a surveyor. Correct?
A: I don't know who put the restrictions on the plat, sir. So I can't comment on who would be the person to talk to.

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Q: Have you investigated to see who put the restrictions on the plat?
A: Quite honestly, no. I've never investigated it. I accept them on face value.
Q: Okay.
DEFENDANT'S EXHIBIT 8 MARKED FOR IDENTIFICATION.
Q: I'll show you what's been marked as Exhibit number 8. I assume you've seen this before?
A: I have.
Q: Exhibit number 8 is the complaint that you filed against my client.
A: Yes.
Q: Okay. Are you familiar with that?
A: I am.
Q: Did you review it prior to it being filed?
A: I'm sure I did. I try to be diligent.
Q: On paragraph 16 --
A: That is correct.
Q: It says, "Plaintiff purchased Lot C5 in reliance on the agricultural restrictions stages in the plat that created and limited the use of Lots C2, C3, C4, and C5." Do you see that?
A: I see that. Yes.
Q: And the evidence that you relied upon that you've testified to today would be that you review the

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plat. Right?
A: Review the plat and also was alerted by the closing attorney --
Q: Closing attorney.
A: -- that there were restrictions and by the title insurance binder that it was restricted.
Q: Three things; you reviewed the plat, the attorney told you, and the title insurance binder.
A: And I relied on that.
Q: Yeah. Anything else other than those three things?
A: I don't know. That's very much face value. There was restriction there. I accepted it and relied on it.
Q: Okay. But other than those three items that you've already testified to, there's nothing more than that?
A: I'm not aware of what else it might have been.
Q: Okay.
A: It's pretty much face value. There's a restriction.
Q: Okay.
A: And let's refer back to 14 on that, too, that reinforces it.
Q: What's 14? Yeah. The way you alleged in

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paragraph 14. I understand. Paragraph 18. It says, "Defendant Ezzaoudi is actively marketing Lot C4 for sale to the public." Do you see that?
A: I see that.
Q: How did you know that?
A: Again, I guess I heard it. I don't recall at the time.
Q: Is that the reason why you filed this lawsuit?
A: No. I just wanted to basically get the determination that this was a reliable restriction.
Q: What caused you to file this lawsuit on March 28th, 2016 when you purchased Lot C5 on November 10, 2014?
A: Well, getting around to a few months later, a very short period of time in the world of real estate. And wanted to make sure that the agricultural restriction I relied on was correct before I went out and expended some money to improve my agricultural lot, C5.
Q: If you thought the restriction was valid, why did you file the lawsuit?
A: Again, I just wanted to make sure it was valid. I'm meticulous.
Q: Okay. Well, it doesn't make much sense but if

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you thought it was valid --
A: It makes sense to me, sir.
Q: Okay. How did it make sense? Why would you file on something that you thought was valid on its face by reviewing the survey, the closing attorney told you, the title insurance told you, and it says it on the plat? If you're so sure about the restrictions being valid, why did you file this lawsuit?
A: Just more insurance, sir.
Q: What do you mean by "more insurance"?
A: The court affirming it.
Q: Why would you need the court to affirm it if it was so obvious?
A: Because, again, I think as my lawyer said, "What's the best way to make sure this is absolute?" And he said, "Well, let's get the court to affirm it."
Q: Why? Because you reached the conclusion, though, it was not absolute.
A: No, no. Not at all. I relied on it, spent $170,000 relying on it.
Q: Okay. Again, if it was so absolute, why would you file a lawsuit over it?
A: Probably because I'm dumb but my lawyer told me

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to do it.
Q: Okay. Isn't it true you filed this lawsuit because you knew Mr. Ezzaoudi was trying to sell his property?
A: No, not at all.
Q: Okay. Would you --
A: Because again, anybody buying Mr. Ezzaoudi's property probably would be informed by their closing attorney just like mine said, "Sir," or, "Ma'am, that property's restricted. I just want to point it out to you."
Q: Right. That's so you contend. You contend --
A: Well, that's what my lawyer and my title company told me.
Q: Have you had any subsequent communications with your title insurance company after the filing of this lawsuit?
A: Do what now?
Q: Have you had any communications with your title insurance company about this lawsuit?
A: No. Why should I?
Q: I was just curious. You said you relied on the restriction so you can use your property as a farm but why would that make a difference? Would you agree with me that if your property was

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unrestricted, you could still use it as a farm anyway. Right?
A: Not necessarily. There's zoning codes and I didn't want to violate a zoning code. If the restriction's valid, what's it zoned for then?
Q: Okay. Well, I assume if you want to use it as a farm, you've already looked at the zoning and you can use it as a farm.
A: I'd rather the restriction.
Q: Okay. Well, you know the difference between a restriction and zoning.
A: Yes.
Q: Okay. Zoning is done by the government. Correct?
A: Correct.
Q: And a restriction is also done by the government too.
A: Well, in this case, the government certainly had a hand in it.
Q: Tell me how the government had a hand in it.
A: Well, because they recorded it in their official records.
Q: Well, for that matter, the government has a hand in every real estate transaction that's recorded. But how would they have a hand in the

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restriction?
A: Again, you've got to have approval. My understanding is, again, there are multiple requirements throughout the many states that I've dealt in but that the government's got to approve the recording of a plat of a subdivision of property, which is what this is.
Q: Right. But how did they have a hand in the clause that says, "These lots, C2, C3, C4, and C5 for agricultural use only, not to be used for building purposes."
A: I don't know. That's a restriction on the recorded plat that I relied on.
Q: Okay. Who put that restriction on the recorded plat?
A: I don't know.
Q: Okay. You don't know if it was the government?
A: Pardon?
Q: You don't know if it was the government; you don't know if it was a surveyor.
A: I don't know who it was. I wasn't there, what's that, 17 years ago -- 27 years ago.
Q: Okay. And you haven't investigated why that --
A: I don't need to. I relied on it.
Q: Okay. Just because you relied on something,

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doesn't mean you don't have to investigate it. Do you agree with me?
A: I don't know, sir.
Q: Okay. Just because you relied on something, doesn't absolve you of any duty that you may have to investigate. Would you agree with me?
A: I don't know. I'm not qualified to go down that road with you.
Q: Okay. Paragraph 12 of your complaint. You said the deeds conveying lot C2, C3, C4, and C5, though the defendants and plaintiffs specifically state that the conveyances are being made subject to all restrictions, reservations, easements and other limitations that appear of record including on the recorded plats. Do you see that?
A: I see that. Yeah.
Q: Can you show me where the deed to your Lot C5 Exhibit A in front of you says anything about that the conveyances being subject to restrictions, reservations, easements, and other limitations that appear of record including on the recorded plats?
A: Well, yes. It says, "It has been granted, bargained, of sale and released subject to those matters set forth on Exhibit A. Let's go to

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Exhibit A. It says plat of the subdivision is where it's conveying it to me. There is subject to all easements, restrictions, and rights of way of record.

Q: All right. It doesn't say also including on the recorded plats. Does it?

A: It says earlier than that where it is conveying all – in the first paragraph.

Q: Right. That's referencing the plat on the 6 acres.

A: And again, easements, restrictions, and rights of way of record. Are you saying that this plat is not a record?

Q: I get to ask the questions, sir. The question is --

A: Okay. Well, this plat is of record, sir.

Q: Right. It says you specifically allege that the deeds for all the lots specifically state that the conveyance being made subject to all restrictions, reservations, easements, and other limitations that appear of record including on the recorded plats. Tell me where this deed conveys the property subject to restrictions that appear of record including on the recorded plat. So, is there any language in here that says

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including --

A: Yes. Right at the paragraph before that. It references the plat. The plat of the subdivision of 11.95-acre tract.

Q: Okay. What are you seeking in this case?

A: What?

Q: What is the relief that you are seeking in this case? The relief that Carpenter Braselton is seeking.

A: To affirm that the only use of this property is for agricultural use per the recorded plat.

Q: Anything else?

A: Well, let's read the complaint. The defendant's lots are burdened by restriction, that the lots not be used for building purposes and be used for agricultural uses.

Q: In paragraph 31, you're requesting a declaration that the plat contains a restriction that limits the use of Lot C2, C3, C4, and C5 to agricultural use and prohibits the use of said lots for building purposes.

A: I'm saying that's the requested declaration.

Q: Right. Are you requesting that Lot C3 owned by Ashley and Jeremy Cook, that already has a house on it, that you're asking it to be declared that

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it could only be used for agricultural use?

A: Now, we're saying that it contains restriction that it can only be used for agricultural use and prohibits the use of said lots for building purposes. We're not trying to injure Ms. Roberts. No one's attacking her house.

Q: You're not trying to prevent her from using her house?

A: We're not trying to get the court to order destruction of her house. No.

Q: Well, you're not asking the court to prevent her from using her house.

A: That's a legal question. That's beyond my qualifications.

Q: Well, I'm asking what you're seeking in this case.

A: I won't answer. I'm not qualified to answer. I don't know.

Q: You're not qualified to tell me what you're seeking in this lawsuit?

A: Yes. Right here. I can read it word for word to you.

Q: Well, I'm just trying to tell you, it says --

A: I'll read it. Let me just read this thing to you then.

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Q: Okay. You don't have to read it. We can read it. Paragraph 35 says that the plat's restriction on the use of Lots C2, C3, C4, and C5 prohibits the defendants and subsequent purchasers from using the property for any further non-agricultural purpose including building purposes. So, the question I have for you is are you seeking to prevent Ashley Roberts and Jeremy Cook from using Lot C3 as a home?

A: I don't know. I'd have to refer to my attorney on that. That's a legal question I'm not qualified to answer. And I will not answer it.

Q: Okay. Can you instruct him to answer it, please?

MR. ROSEN: You just need to answer the questions.

A: What?

MR. ROSEN: You need to answer the question.

A: I'm not qualified.

MR. ROSEN: I understand. I can still object, but you still have to answer. Understand? You need to give him your best answer.

A: They're using it for a structure now. Someone lives in the home. So, that would be for the court to decide whether to restrict the use of that home for living purposes then.

Q: Okay. So, when we go to court, you're going to seek to prevent Ashley Roberts and Jeremy Cook from using Lot C3 as a home?
A: Hopefully we'll get settled before we get there. Again, when we get to court then I'll be relying on my lawyer.
Q: Okay. Well, when I represent to the court where your position is in this case, I want to be accurate. And what you're telling me today is you're going to ask the court to preclude Ashley Roberts and Jeremy Cook from in the future, using the property for anything other than agricultural use.
MR. ROSEN: Object to the form.
A: Huh?
MR. ROSEN: You can answer.
A: I don't know. I haven't decided yet what we'll request when we get to court.
Q: Well, guess what? Now's your time to decide. You need to tell me now.
A: Again, I'm not qualified, so I'm not going to go down that road. The answer is, I don't know, young lady.
Q: Okay. You're referring to the court reporter, not me, as young lady. Right?

A: I wanted to make sure she got that I don't know.
WHEREUPON AN OFF THE RECORD DISCUSSION TOOK PLACE.
Q: In your answers to interrogatories, I asked you to identify the names and addresses of all members and managers of plaintiff. You said Mamician (sp), LLC is the sole member of plaintiff?
A: Well, that's my wife's holding company.
Q: Okay. So, your wife has a holding company and it's a member and it says here Elaine C. Terry, who's your wife –
A: Yes.
Q: – is the managing member.
A: Yes.
Q: So, you have a managing member -- hold on. So, your wife and her LLC are the only ones who are members of Carpenter Braselton, LLC.
A: That is correct.
Q: Have you reviewed any documents that your lawyer has obtained from Charleston County or that I provided to him from Charleston County?
A: I'll have to look at them to see. I don't recall.
Q: You don't recall.
DEFENDANT'S EXHIBIT 9 MARKED FOR IDENTIFICATION.

A: I haven't reviewed this because it's just dated March the 7th.
Q: Okay. All right. This is a four-year request that I received. It looks like March 7th, 2017 or around that time.
A: Okay.
Q: And as we go through this, sir, if you look on the bottom right, there is a page number that we added to it. Do you see that?
A: Yes.
Q: Okay. So, when I refer to page numbers, that's where I want you to look.
A: Okay.
Q: Just to make life a little bit easier. And you'll see just a couple of things. You'll see the page number 2 says Charleston County Planning Department and Subdivision Transmittal Coversheet. Do you see that?
A: Yes.
Q: And meeting date, there's a couple dates there in 1990. Do you see that?
A: Yes.
Q: And if you'll look at the bottom, there is a number, 13511. It says lands of James Roper, James Island.

A: Yes.
Q: Do you see that? And then it says there is a planning committee recommendation for approval and a planning board recommendation for disapproval, stipulation number 8.
A: Yes.
Q: Okay. Now, let me change exhibits on you. If you go back to the 1990 survey which is Exhibit number 7, if you look at the bottom right, you see where it says approve the final plat?
A: Right.
Q: And there's a stamp. There's two signatures; one by the Clerk of Charleston County Counsel, another by the director of Charleston County Planning board.
A: Right.
Q: And you see dates December 4, 1990?
A: Right.
Q: And it says PB number 13511?
A: I see it.
Q: I'll represent PB means Planning Board.
A: Okay.
Q: Okay. And it's 13511. And you'd agree with me that's the same number that's on the bottom of Exhibit number 2, number 13511. Do you see that?

A: Yes.
Q: If you see where it says, "Disapproval stipulation number 8"?
A: I see that.
Q: Okay. If you skip to page 4, you will see standards, subdivision stipulations. Do you see that?
A: Yes.
Q: All right. Look at number 5. It says, "This/these lots/lot does/do meet minimum health department safety standards for modified conventional sub surface disposal system only." Do you see that?
A: I see that.
Q: And if you look back at the plat of your Roper Road property, you'll see that that language, I believe, is on -- let me make sure we're looking at the right one, the Roper Road property. That language in stipulation number 5 is actually on your plat, or the plat of the Roper Road property. Would you agree with me?
A: It's got the language. Yes.
Q: Yes. Okay. And if you would, go, on page number 4, to stipulation number 8. And it says, "For agricultural use only, not to be used for

building purposes."
A: I see that.
Q: Okay. And that is the same language that's on the plat of Lot C1 through C5. Correct?
A: No, no. On the plat for C1 to C5 here, it's got these lots, C2 and lists them out.
Q: And then it has the language?
A: Yes. For agricultural use only, not to be used for building purposes.
Q: Right. It describes the lots and then it has stipulation number 8 language. Correct?
A: That's right. That is correct.
Q: Okay. Have you seen these subdivision stipulations before?
A: No.
Q: Has anybody from Carpenter Braselton ever asked the county what these stipulations are?
A: No.
Q: Have you seen any of these documents we've discussed thus far on Exhibit number 9 before?
A: What's that now?
Q: The documents that we've talked about thus far that are part of Exhibit number 9 --
A: I have not seen the documents on Exhibit number 9.

Q: All right. So, let's skip over to page 9. You see where it says "Agenda, November 26th, 1990" in the top left hand corner?
A: Yes.
Q: And you see where it says "Case number 13511, lands of James Roper" right in the center of the page?
A: Yeah. Okay. Right. Yeah.
Q: And that's the same case number that is on the plat in Exhibit number 7. Correct?
A: Yes.
Q: And do you see at the bottom where it says that health department recommends disapproval?
A: I see that.
Q: And then it says, "Stipulation number 8"?
A: Yes.
Q: And do you see where it says a planning staff and public works department recommended disapproval as well?
A: Where is this?
Q: Paragraph 1.
A: Yeah. At the top line. Yeah.
Q: And you see in there where it says that recommended the granting of a variance which would include -- and this is toward the bottom --

that would allow for the creation of lots which do not meet minimum soil requirements for any type sub surface sewer disposal system. Do you see that?
A: I see that. Yeah.
Q: Okay. If you look at the next page, Exhibit number 10, do you see that? Does Exhibit number 10 look familiar?
A: Yes. I think we've got this, what is Exhibit number 7.
Q: Right. And do you see where it is signed in the bottom right hand corner by somebody, Mr. Elliot Quinn?
A: Right. Yes.
Q: It would actually be the bottom left hand corner, the way it's faced.
A: Well, it's the bottom right corner.
Q: Yeah. You know what I'm talking about. You see a seal of survey. Right? It's the same thing as Exhibit number 7. Right? It has the same signatures as Exhibit number 7. Correct?
A: Right.
Q: And you also see the signatures we talked about earlier before in the top center of thee page, the signatures of the land owners.

A: Right.
Q: All right. But you don't see the restriction you were relying upon in this case there. Do you?
A: No, but that's not the one that's recorded. This is the one that's recorded.
Q: I understand that. Exhibit number 8 page 10, there's a signed and sealed survey by the surveyor. Correct?
A: It is a survey but it's not a recorded survey.
Q: It's not a recorded survey but the notations you're relying upon in this case are not on the plat.
A: Not on the unrecorded plat.
Q: Not on the unrecorded plat which is page 10 of this Exhibit number 9.
A: But it's on the recorded plat.
Q: I understand that. If you go to page 12, do you see where it says, "Subdivision application"?
A: All right.
Q: Do you see where it's 13511, the same case number we've talked about?
A: Say it again, now.
Q: Where it says, "Office Use Only", application number is 13511.
A: I'm looking for it. Yeah. Up at the top. Okay.

Q: That's the case number we've previously talked about; the same case number that's on Exhibit number 7, the subdivision plat. Correct?
A: Right.
Q: And you see where Precision Land Surveying Company is the applicant?
A: Yes.
Q: And it's the same surveying company that prepared the recorded plat, which is Exhibit number 7; bottom left hand corner.
A: Yeah. Okay.
Q: And you see where the question's asked, is public water available? It was answered no. Is public sewer available? It was answered no. Do you see that?
A: Yes.
Q: And as far as you know, Lot C5 today has no public sewer or public water.
A: Not to my knowledge. No.
Q: Going to page 15, do you see a letter dated December 11th, 1990 from Charleston County Counsel to Precision Land Surveying?
A: I see it.
Q: It says that the County Counsel at their meeting on December 4, 1990 granted approval of the

variance from three sections? Do you see that in the first sentence?
A: I see that. Yeah.
Q: And then in the middle of the paragraph which is quote, "A variance from section III E-12 will allow for the creation of five lots which do not front an estate or county approved road and a variance from section III E-6 will allow for the creation of lots which do not meet minimum soil requirements for any type sub surface sewer disposal system." Do you see that?
A: I see that. Yeah.
Q: And you see the last two paragraphs, "Approval of this plat includes the following stipulation. For agricultural use only, not to be used for building purposes." Do you see that?
A: I see that.
Q: Would you agree with me that the reason why that language appears on the recorded plat, Exhibit number 7 is because Charleston County wanted that language to appear on the plat?
A: It looks like they required it. And also that the private owners agreed to it.
Q: Where does it say that?
A: Right up here on the signature -- I'll assume

these are the property owners up here.
Q: You're making up stuff now? Let's go back --
A: Well, again, why would these people have signed this if they weren't the property owners?
Q: Let's go back to page 10 then.
A: Okay.
Q: Let's go to page 10. Do you see the signatures on there?
A: Right.
Q: Those same signatures you referred to? Those signatures were on there before the notations were put on the survey.
A: Correct. But then they accepted this letter to go forward.
Q: Okay. All right. So, do you believe with what we discussed now in Exhibit number 9 that those lots were forever restricted to agricultural use?
MR. ROSEN: Object to the form.
A: Until all the property owners agreed to change and then they get the county to agree to accept the change.
Q: Okay. All right. Let's go to page 19.
September 6, 1989, there's a letter from DHEC to James Roper and Virginia Brown. If you look at the second paragraph of that letter it says, "We

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are pleased to inform you that the proposed Lot C1 does comply with current minimum standards for a modified conventional sub surface treatment and disposal system. Do you see that?
A: I see that.
Q: Okay. And the next paragraph, "With regret that we inform you that the proposed lot C2, C3, C4, and C5 do not comply with current minimum standards for any type approvable sub surface treatment and disposal system offered in SC DHEC regulations 61-56. Do you see that?
A: I see that. Yes.
Q: Do you see the following paragraph, it says, "Planning board approval of your plat cannot be recommended due to the unsuitability of Lot C2 through C5. Do you see that?
A: I see that.
Q: It says public sewer is located at the end of existing pavement on Bradham Road. Do you see that?
A: I see that.
Q: Is that correct?
A: I don't know.
Q: Okay. The final sentence says, "Suggest that you contact the James Island Public Service

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Commission about extending the sewer lines down your proposed right of way to make each of these lots accessible to public sewer service." Do you see that?
A: I see that.
Q: Okay. Do you believe that DHEC is suggesting that if public sewer was extended to those lots that DHEC would amend its subdivision of those lots?
MR. ROSEN: Object to the form.
Q: Would have recommended approval of the plat?
MR. ROSEN: Object to the form.
A: I don't know if they recommend approval of the plat or not. It says, "Cannot be recommended." So, I don't know if DHEC's recommending approval of the plat or not.
Q: If you go to page 24, have you seen this letter before? This is page 24 of Exhibit 9..
A: I'm looking at it.
Q: Okay. Take your time.
A: It seems to be a letter signed by five people.
Q: Okay.
A: Okay. So, what are you asking?
Q: Well, my question is, have you seen this letter before?

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A: No.
Q: Okay. You see the first sentence? It says, "We, the heirs of James Roper, would like to request variances from the sections of the Charleston County Subdivision Regulations due to the fact that we're trying to subdivide this tract for family purposes." Do you see that?
A: I see it.
Q: Do you see at the bottom it's signed by the heirs of James Roper?
A: I see that.
Q: It says, "Virginia R. Brown." Do you see that name?
A: I see that.
Q: And you'll see Perciel Prioleau, P-R-I-O-L-E-A-U.
A: I see it.
Q: Florence Flemming.
A: Yes.
Q: Ruth Roper Craig.
A: I see that.
Q: And Julia A. Roper.
A: And who?
Q: Julia A. Roper.
A: Right. I see that.
Q: Okay. If you go back to Exhibit number 7.

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A: Okay. All right.
Q: Those are the same names that signed that little notation regarding the road in the middle of the survey.
A: I see that up there, the three names.
Q: The five names.
A: Five names.
Q: It's the same five names. Would you agree with me?
A: Yeah. It looks to be.
Q: Okay. Going to the second sentence of the first paragraph --
A: What now?
Q: I'm sorry. Going back to page 24, right where you are, on Exhibit number 9, the second sentence says, "We as heirs of James Roper, Sr. are ourselves getting old and would like to straighten out the title with this property prior to our deaths so that our children and grandchildren don't have a problem associated with heir's property." Do you see that?
A: I see that.
Q: And if you look at the next paragraph, the last sentence, it says, "We are aware that this land possesses very poor soil conditions for septic

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systems and would like to request that the subdivision be approved with the stipulation that any lot which will not support a septic system be restricted from becoming a building lot until such time the public sewer service can be provided to that lot. Do you see that?
A: I see that.
Q: All right. So, can you agree with me that it was their intent to seek a variance restricting the property from use but that once public sewer service was available, that the lot would not be restricted?
MR. ROSEN: Object to the form.
A: I don't know what the intent was beyond that. I don't know if they contacted the sewer provider. This was, again, 28 years ago.
Q: Yeah. You can agree with me, though, that the --
A: I have no idea what their intent was, sir.
Q: Okay. Would you agree with me that the best indicator of what they intended would be their own words?
A: I don't know. Again, they came along and agreed to have a plat recorded restricted to agricultural use so I don't know what their intent was.

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Q: Okay. Well --
A: If they had not wanted this plat recorded -- because they pulled the plat.
Q: You're speculating that. Maybe they had no choice. But if you want to find out what their intent was, would you agree with me, that the best indicator of what they intended would come from words from their mouth?
A: I don't know what the intent was.
Q: I didn't ask you what their intent was. I asked you what the best indicator of their intent was.
A: And I don't know what other indicators we've got.
Q: We have their words, signed.
A: We also got where they agreed to have this plat recorded, which was about 18 months after this letter was written.
Q: Right. But would you agree with me that the best indicator of what their intent is would be the words coming out of their mouth?
A: No. Because, again, they agreed 18 months later to have the plat recorded with the restriction on it.
Q: After reviewing Exhibit number 9, would you agree with me that the reason why the agricultural use language appeared on the plat was because of the

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requirements of Charleston County or the Department of Health and Environmental Control?
A: I don't know. I wasn't there.
Q: I'm not asking you --
A: I do not know what was agreed to. I was not there.
Q: Okay. How about to the extent you have any knowledge of what happened, then, eliminated from your mind and talk about what we just read, which is Exhibit number 9. From reviewing Exhibit number 9, in a vacuum, would you agree with me that the reason why the agricultural use language was placed on the plat, Exhibit number 7, was because Charleston County required it?
A: I don't know. This was 18 months later. Something changed where they agreed to this restriction to be placed on this property.
Q: Well, let's go back to Exhibit number 9 page 4 where it talks about standard and subdivision stipulations.
A: Page 4?
Q: Yes.
A: Okay.
Q: Do you see that?
A: Yes.

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Q: And it says, paragraph 8, that's the agricultural use language. Correct? That comes from Charleston County. Would you agree with me?
A: Well, it's part of the wording on that and then it was expanded on the plat for four more lots.
Q: Right. To add the lot numbers that were affected.
A: It was expanded when they agreed to the recordation of the plat.
Q: It's a lot to impact there. It was expanded. What was expanded? You said it was expanded when they agreed to the recordation of plat. So, my question to you, what was expanded?
A: Well, obviously, they added the words for these lots, C2, C3, C4, and C5.
Q: Okay.
A: And that language restriction is there. The property owners, if they were not advised by the surveyor that this was a restriction, then they could have an issue with them but they had agreed to the recordation of the plat. Someone did; said okay.
Q: If that language was added there because it was a Charleston County requirement and that requirement was premised on the fact of whether

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an approved sewer system was available, and today it is available, would you agree with me then the folks who own lot C2 through C5 can use the property for any use other than agricultural use?
A: No. I would not agree with that.
Q: Okay. So, you want to restrict your property?
A: The property is restricted. Right here.
Q: Okay. Is there a mortgage on the Lucky Road property?
A: When you say the Lucky Road property, which property do you mean?
Q: I mean the first property that you bought; the barn. Not Lot C5.
A: No, there's not a mortgage.
Q: Is there a mortgage on Lot C5?
A: No.
Q: Are there any other liens on Lot C5?
A: Not that I'm aware of.
Q: You have liens against you individually. Don't you?
A: What now?
Q: You have liens against you individually.
A: Personally?
Q: Yeah. Judgments.
A: I do. But that don't have anything to do with

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this lawsuit.
Q: Who's Diamond Homes of Southwest Florida, Inc.?
A: It's an entity I had an interest in that's defunct.
Q: Did that develop property in Florida, I assume?
A: They did.
Q: Okay. Subdivisions?
A: They did.
Q: And Whaley Funding Group, LLC. What's Whaley Funding Group, LLC?
A: That is a creditor of sorts.
Q: And they've got a judgment against you for about $4 million?
A: I don't know the amount. They say they have a judgment is what I understand.
Q: How about Brentwood Homes of North Carolina, Inc.? What's that?
A: That's a defunct company.
Q: And that did subdivisions in North Carolina?
A: Huh?
Q: That did subdivisions in North Carolina?
A: They did. Past tense.
Q: Okay. How about Monteith Investments?
A: That is a company that my wife owns.
Q: Okay. Well, I see here that Montieth Investments

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obtained a $1.3 million judgment against you. Is that right?
A: Whatever it says. Whatever the records say, I'm not disputing it.
Q: So, an LLC that your wife owns obtained a judgment against you?
A: Apparently so.
Q: So Monteith Investments, LLC is a --
A: A defunct company. Well, not -- Monteith is not. The company that I had is defunct. I'm sorry.
Q: And this is in York county. Did you do work in York County?
A: We had a development in York County. Yes.
Q: Which development was that?
A: I don't recall. It's gone. It has nothing to do with this dispute.
Q: If Carpenter Braselton, LLC didn't get a loan to purchase the property, how did it come up with the cash?
A: I don't know. You'd have to ask the owner.
Q: Your wife?
A: Uh-huh.
Q: What is the address where you all live in Charleston?
A: What's that now?

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Q: The address of your home in Charleston. Maybe you gave that to me. You gave me your Florida address. What's your second home address in Charleston?
A: 458 Wampler Drive.
Q: 458 -- how do you spell that?
A: W-A-M-P-L-E-R.
Q: That's in Charleston?
A: Yes.
Q: I asked you a question when we were going through the 30(b)(6) notice, the notice of deposition with all the categories. One of the things that you said you can't testify is to the fair market value to the property because you said that you're not an expert.
A: I'm not an expert, no.
Q: Well, the reason why I'm asking you this question is because landowners have the right in South Carolina to testify about the value of the property. Just like an appraiser does and if you're telling me that you have -- that Carpenter Braselton, LLC has no opinion as to the value of lot C5, that's fine.
A: And they're not qualified to.
Q: Okay.

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A: I'm not an appraiser and neither is anybody in that company.
Q: So, at the trial of this matter, you would not be able to provide testimony as to the value?
A: I could do this. I could rely on the most expert I know and that's the Charleston Tax Assessor.
Q: All right. Okay. Do you recall whether the Lucky Road property's encumbered by any restrictions?
A: I don't know.
Q: When you negotiated to purchase Lot C5, was there a lot of negotiating that took place? Do you recall?
A: I don't recall. Again, as you know, I've been involved in quite a number of real estate transactions so I don't recall the particulars of a transaction like this; three years ago.
Q: Do you recall yourself ever signing a declaration of covenants and restrictions for one of the subdivisions that you developed?
A: I'm sure that I have. I don't recall specific ones. Remember, I had 250 people working for me in five states.
Q: All right.
A: So, very likely some of the managers that were

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more directly involved executed some restrictions of covenants.
Q: Is Carpenter Braselton, LLC currently involved in any litigation?
A: Say that again.
Q: Is Carpenter Braselton, LLC currently involved in any litigation other than this lawsuit?
A: Not to my knowledge.
Q: Okay. We've talked about it some but I know there's been pending lawsuits, there were lawsuits against you individually. Are there any currently pending lawsuits against you individually?
A: Probably so but what the heck's that got to do with Carpenter Braselton owning a Lucky -- a Roper Road property?
Q: Okay.
A: There may be but who cares? It has nothing to do with this.
Q: Maybe I care. That's why I ask. Do you know?
A: I don't know. I mean, yeah. There's litigation I'm involved in, but again --
Q: Okay. I'll ask you when I take your deposition. That's fine.
Q: Did you also buy Roper Road when you purchased

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Lot C5?
A: Say it again.
Q: Did you also buy Roper Road?
A: I think that Roper Road, the title to Roper Road, the road itself, yes. I conveyed to Carpenter Braselton and of course subject to the restrictions of record -- restrictions and easements of record.
Q: Right. Do you pay taxes on that? Does Carpenter Braselton pay taxes on that parcel; the road?
A: I'd have to look at the tax assessor and the tax collectors and public website and see.
Q: What is your wife's name again?
A: Pardon?
Q: Your wife's name again?
A: Elaine.
Q: I'm showing you, this is a contract to purchase Lot C5.
A: Okay.
Q: And there's a signature, Carpenter Braselton, LLC's manager. Do you know who that is?
A: The one that says manager?
Q: Yeah.
A: Yeah. That's my wife's bookkeeper.
Q: Who's that?

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A: Her name's Jacqueline Corry.
Q: Jacqueline Curry?
A: Corry.
Q: C-O-R-R-Y?
A: Right.
Q: And do you know where she resides?
A: She resides in Georgia.
Q: Does she have authority to sign on behalf of Carpenter Braselton, LLC?
A: You'll have to ask her and my wife that.
Q: Is she a manager?
A: You'll have to ask her and my wife that.
Q: Well, I'm asking you because you are the designated representative.
A: Yeah, but also, this was 18 months ago and I know what's going on today.
Q: Okay. Let's go ahead and make this an exhibit.
DEFENDANT'S EXHIBIT 10 MARKED FOR IDENTIFICATION
A: What's your question?
Q: Did you review Exhibit number 10 prior to Carpenter Braselton signing? And when I say you, I mean Mr. Terry.
A: Again, nearly two and a half years ago, I don't know.
Q: Okay. All right. Let's take a five-minute

break. I think I'm done. Just let me check my notes to make sure I didn't miss anything.
WHEREUPON A BRIEF BREAK TOOK PLACE.
Q: Just a few more questions. When did you complete construction of the Lucky Road property or do you remember? About a year ago?
A: Well actually, it's still a work in progress, quite honestly.
DEFENDANT'S EXHIBIT 11 MARKED FOR IDENTIFICATION
Q: Okay. But you got your final certificate of occupancy, Exhibit number 11.
A: Yeah.
Q: It shows the date April of 2016. Is that right?
A: Well, this is the CO, yeah, like I said. But there's still work going on. Not for the habitable part upstairs. That's all finished.
Q: You're done with the habitable stuff on the date of that CO, which I have in front of me. Is it April of 2016?
A: April of 2016. Yes.
Q: And is that about the time when you thought it was sufficient and complete to be habitable?
A: Yeah.
Q: Okay. That's all the questions I have. Thank you.

A: Thank you.
MR. ROSEN: I don't have any.

(Deposition concluded at 1:40 p.m.)

STATE OF SOUTH CAROLINA)
: C-E-R-T-I-F-I-C-A-T-E
COUNTY OF RICHLAND)

I, Annie Holbrook, Court Reporter and Notary Public, certify that I did have Edward Lee Terry to appear before me at 10:30 a.m. on Wednesday, March 22nd, 2017 at Rosen, Rosen & Hagood, 151 Meeting Street, Suite 400, Charleston, South Carolina; that the witness was sworn and cautioned to tell the truth, the pages constitute a true and accurate transcript of the testimony given at that time and place.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 1st day of April, 2017.

Notary Public for South Carolina
My Commission Expires: January 21st, 2024

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2016-CP-10-1560

Carpenter Braselton, LLC,

Plaintiff,

vs.

Ashley Roberts; Jeremy Cook; and Salaheddine Ezzaoudi,

Defendants.

NOTICE OF TAKING 30(b)(6) DEPOSITION OF PLAINTIFF

TO: JOHN E. ROSEN, ESQUIRE, Attorney for Plaintiff:

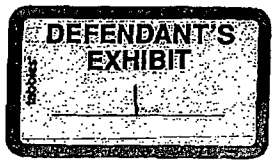
YOU WILL PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure, Defendants Ashley Roberts, now known as Ashley Roberts Cyronak, Jeremy Cook, and Salaheddine Ezzaoudi ("Defendants"), through their undersigned counsel, will take the deposition of the designee of Plaintiff Carpenter Braselton, LLC ("Plaintiff") from among the officers, directors, managing agents, or such other persons who consent to testify on its behalf and who are most knowledgeable regarding the following:

1. Each fact, allegation, and claim set forth in Plaintiff's Complaint and Plaintiff's Reply to Defendants' Counterclaims.

2. Plaintiff's responses to Defendants' First Set of Interrogatories and First Requests for Production of Documents.

3. The documents Plaintiff has produced in this case and the investigation Plaintiff and/or its representatives have conducted to acquire and produce documents responsive to Defendants' First Requests for Production of Documents.

4. All relief Plaintiff is claiming or seeking in this action.



5. Plaintiff's purchase, ownership, use, and intended future use of the real property described in paragraph 2 of the Complaint ("Plaintiff's Property").

6. All documents and representations Plaintiff relied upon in purchasing Plaintiff's Property.

7. All due diligence performed by Plaintiff, its agents, or representatives related to its purchase of Plaintiff's Property.

8. Plaintiff, its agents, or representatives' visits to Plaintiff's Property prior to Plaintiff purchasing Plaintiff's Property.

9. The construction, nature, size, and use of the building or improvement on the property owned by Plaintiff adjacent to Plaintiff's property, which adjacent property bears Charleston County TMS No. 341-00-00-028 and has a street address of 2284 Lucky Road.

10. The plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB, Page 130, RMC Office for the County of Charleston ("1990 Plat") and all facts and circumstances related to the 1990 Plat and the approval thereof.

11. Whether sewer or water is available for use on Plaintiff's Property.

12. All representations made to Plaintiff or its agents related to the restrictions you claim encumber Defendants' Property and Plaintiffs' Property.

13. Other real property owned by Plaintiff and whether such real property is encumbered by restrictions.

14. The identity of the shareholders, officers, managers, and directors of Plaintiff.

15. The fair market value of Plaintiff's Property.

16. Plaintiff or its agents or representatives' communications with Charleston County or any other governmental entity related to the facts, allegations, and claims set forth in Plaintiff's Complaint or the 1990 Plat.

17. All communications made by Plaintiff (or its agents and representatives) with any of the Defendants or their agents or representatives, or their predecessors in title, related to the facts and circumstances of this case, the property owned by Defendants, or the 1990 Plat.

Said deposition is to be taken upon oral examination, for the purpose of discovery and/or used as evidence in the above-captioned action, pursuant to the South Carolina Rules of Civil

Procedure, before a Notary Public, or before some other officer authorized by law to take depositions, said deposition to continue from day to day. Plaintiff shall designate the appropriate officer(s), director(s), or managing agent(s) or other person(s) who can testify on behalf of Plaintiff to respond to the above areas of inquiry. **All designated official(s) or person(s) are directed to bring with them to the deposition all documents which relate to the subject areas of inquiry pursuant to Rules 30(b)(5) and 34, SCRCP.**

Notice is further given as follows:

Date:	Wednesday, March 22, 2017
Time:	10:30 a.m.
Place:	Rosen, Rosen & Hagood, LLC 151 Meeting Street, Suite #400 Charleston, SC 29402

You are notified to appear and take such part in the examination as you may be advised and as shall be fit and proper.

PLEASE TAKE NOTICE that the deposing parties hereby identify all documents that have already been identified or exchanged in the discovery process as documents which may be used in the deposition pursuant to Rule 30 (j), SCRCP.

CALLISON TIGHE & ROBINSON, LLC

Demetri K. Koutrakos
1812 Lincoln Street, Suite #200
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900
Facsimile: 803-404-6902
Email: jimkoutrakos@callisontighe.com

ATTORNEYS FOR DEFENDANTS

March 9, 2017
1020.790/1026.031\DepoNotice-PL

RMC Bk 0339 Pg 208 : pg 1 *

BP0339208

MASTER'S DEED

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TO ALL WHOM THESE PRESENTS SHALL CONCERN;

I, MIKELL R. SCARBOROUGH, MASTER IN EQUITY FOR CHARLESTON COUNTY, in the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between Earline Nelson v. Clyde Hamilton et al., Case No.2010-CP-10-2929 by an Order dated March 27, 2013, it was ordered, inter alia, that the contract of sale dated February 28, 2013 be approved and that this Court issue a Master's Deed to the buyer, and

NOW THEREFORE KNOW ALL PERSONS. That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing and in consideration of the sum of One Hundred Eleven Thousand Six Hundred and 00/100 ($111,600.00), the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release the following described property unto CARPENTER BRASELTON, LLC, its successors and assigns, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
FOR DESCRIPTION OF PROPERTY

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

TO HAVE AND TO HOLD the property, with its hereditaments, privileges, and appurtenances, unto Carpenter Braselton, LLC, its successors and assigns.

CH-L427

DODDS and HENNESSY, L.L.P.
ATTORNEYS AT LAW
973 HOUSTON NORTHCUTT BLVD.
SUITE 101
MOUNT PLEASANT, SC 29464

DEFENDANT'S EXHIBIT 2

IN WITNESS WHEREOF, I, the undersigned Master in Equity, under and by virtue of the said Order have hereunto set my Hand and Seal this the 8 day of May, 2013

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Jeanette Weathers

Jeffrey R. McDaniel

MASTER IN EQUITY FOR CHARLESTON COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared the above witness and made oath that (s)he saw Mikell R. Scarborough, Master in Equity for Charleston County sign, seal, and deliver the within Deed, and that deponent together with the other witness signed their names as witnesses thereto.

SWORN to before me this
8 day of May, 2013.

JEFFREY R. McDANIEL (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 11/27/2022

RMC BK 0339 Pg 208 : pg 3 *

EXHIBIT "A"

All that piece, parcel or tract of land containing 5.53 Acres, more or less, situate, lying and being on James Island, in Charleston County, South Carolina, and being delineated on a plat prepared by Berenyi, Incorporated, bearing the legend "CRITICAL LINE/BOUNDARY PLAT SHOWING A 5.53 ACRE WOODED TRACT OF LAND OWNED BY ERLEEN NELSON, LOCATED ON JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated April 15, 2002, and recorded in the RMC Office for Charleston County in Plat Book DD, page 331; the said tract having such easurements, courses, buttings, boundings, and distances as by reference to said plat will show.

THE tax map number is 341-00-00-028.

THE Grantee's address is PO Box 1978, Englewood, FL 34295.

Being the same premises conveyed to Earline Nelson in a warranty deed of Virginia Gadsden, dated June 25, 1988, and recorded on June 29, 1988, in Book X-175, at Page 259, in the Charleston County R. M. C. Office; in a warranty deed of Juanita Powers, dated June 25, 1988, and recorded on June 29, 1988, in Book X-175, at Page 369, in the Charleston County R. M. C. Office; in a warranty deed of Vernell Haynes, dated November 7, 1988, and recorded on November 21, 1988, in Book T-179, at Page 235, in the Charleston County R. M. C. Office; and in a warranty deed of Florence B. Jones, dated December 28, 1987, and recorded on December 31, 1987, in Book N-171, at Page 193, in the Charleston County R. M. C. Office.

RMC Bk 0339 Pg 208 : pg 4 *

STATE OF SOUTH CAROLINA]
COUNTY OF CHARLESTON]

AFFIDAVIT

[DATE OF TRANSFER TITLE
[CLOSING DATE: May 17, 2013

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

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred by MIKELL R. SCARBOROUGH, AS MASTER-IN-EQUITY FOR CHARLESTON COUNTY to CARPENTER BRASELTON, LLC on May 17, 2013.

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 (exemptions 1-12) (If exempt, please skip item 4-7, and go to item 8 of this affidavit.)_____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 111,600.00
   (b)____The fee is computed on the fair market value of the realty which is $_____.
   (c)___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____

5. Check YES___ or NO ** to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____

6. The DEED Recording Fee is computed as follows:
   (a) $ 111,600.00 the amount listed in item 4 above.
LESS (b) $ 0.00 the amount listed in item 5 above no amount place zero).
TOTAL(c) $ 111,600.00 Subtract Line 6(b) from Line 6(a)and place the result.

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

8. 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 not more than one year, or both.

Lawrence A. Dodds, Jr., Closing Attorney
(Representative connected with this transaction)

Sworn to before me this 17th
day of May, 2013.

Notary Public for South Carolina
My Commission Expires: 06/30/16

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
DODDS & HENNESSY, LL.P.
ATTORNEYS AT LAW
P.O. BOX 298
CHARLESTON SC 29402

RECORDED

Date:	June 18, 2013
Time:	2:48:35 PM

Book	Page	DocType
0339	208	Mas/Con

Charlie Lybrand, Register
Charleston County, SC

MAKER:
NELSON EARLINE

RECIPIENT:
CARPENTER BRASELTON LLC

Original Book:

Original Page:

Note:

# of Pages: 5

Recording Fee	$	10.00
State Fee	$	291.20
County Fee	$	123.20
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	424.40

DRAWER	Drawer 4
CLERK	LRR

AUDITOR STAMP HERE
RECEIVED FROM RMC
JUN 20 2013
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

UPDATED
PID VERIFIED BY ASSESSOR
REP JUN 20 2013
DATE ASTRJB
28

0336	208	06/18/2013	5
Book	Page	Recorded Date	# Pgs

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Original Book	Original Page	Doc Type	Recorded Time

843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

RMC Bk 0339 Pg 208 : pg 5 of 5

REFERENCES

1 PLAT OF 3 6 ACRE PROPERTY OF ESTATE OF SOLOMAN DELANEY ABOUT TO BE CONVEYED TO CHRISTOPHER DELANEY LOCATED ON JAMES ISLAND CHARLESTON COUNTY, SOUTH CAROLINA SURVEYED ON DECEMBER 5 1983 BY HAGER E METTS RLS NO 4183

2 PLAT OF THE SUBDIVISION OF A 11 95 ACRE TRACT (5 85 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS LOCATED ON JAMES ISLAND CHARLESTON COUNTY, SOUTH CAROLINA SURVEYED ON AUGUST 8 1988 BY F ELLIOT QUINN III S C R L S NO 10292 AND RECORDED ON DECEMBER 31 1990 IN BOOK G PAGE 710

3 CHARLESTON COUNTY TAX MAP NUMBER 341-00-00

NOTES

BK D 412PG823

1 THIS PROPERTY IS LOCATED IN FLOOD ZONE A5, AS PER F E M A MAP COMMUNITY PANEL NUMBER 455413 0361G, REVISED JULY 15 1986

2 AREA WAS DETERMINED BY COORDINATE METHOD

3 CHARLESTON COUNTY TMS 341-00-00-028

4 PROPERTY IS ZONED R S L

5 ROPER ROAD IS COUNTY MAINTAINED

6 ANY FURTHER SUBDIVISION OF THIS PARCEL OR ROAD CONSTRUCTION OT EXTENSION OF THE EXISTING ROADS SHOWN HEREON, SHALL REQUIRE COMPLIANCE WITH THE CHARLESTON COUNTY ZONING AND LAND DEVELOPMENT REGULATIONS BEFORE CHARLESTON COUNTY ACCEPTS
ANY DEDICATIONS OF ROADS INTO THE COUNTY ROAD SYSTEM THE PROPERTY OWNER SHALL CONSTRUCT THE ROADS TO THE COUNTY OF CHARLESTON STANDARDS

7 ACCESS IS PRIVATELY OWNED AND MAINTAINED AND WILL BE PROVIDED IN CONFORMANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE ZONING AND LAND DEVELOPMENT REGULATIONS

8 IT IS HEREBY EXPRESSLY UNDERSTOOD BY THE PROPERTY OWNER DEVELOPER OR ANY SUBSEQUANT PURCHASER OF ANY LOTS SHOWN ON THE PLAT THAT THE COUNTY OF CHARLESTON IS NOT RESPONSIBLE FOR THE MAINTANENCE OF THE STREETS ROAD COMMON AREAS DRAINAGE SYSTEMS AND ANY OTHER MUNICIPAL SERVICES WHICH INCLUDE BUT NOT LIMITED TO GARBAGE DISPOSAL
PUBLIC SEWAGE FIRE PROTECTION OR EMERGENCY MEDICAL SERVICE

9 BE AWARE THAT THE COUNTY OF CHARLESTON IS NOT RESPONSIBLE FOR DRAINAGE AND FLOODING PROBLEMS RELEVANT TO THE REAL PROPERTY AND EMERGENCY VEHICLES MAY HAVE DIFFICULTY ACCESSING THE PROPERTY

10 NO PUBLIC FUNDS SHALL BE USED FOR THE MAINTANENCE OF THE ROADS SHOWN ON THE PLAT

11 THIS APPROVAL IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO MAINTAIN THIS INGRESS – EGRESS EASEMENT UNTIL IT HAS BEEN CONSTRUCTED TO COUNTY STANDARDS AND ACCEPTED FOR MAINTANENCE BY CHARLESTON COUNTY COUNCIL

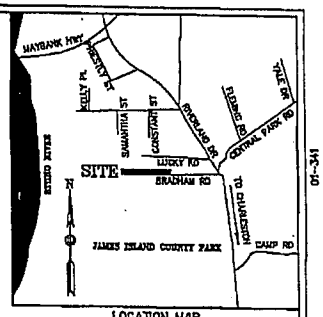
APPROVAL STAMPS

APPROVED FINAL PLAT
John Bellamy For Jennifer Miller
Director of Planning
Charleston County Planning Commission
18939 July 16, 2002
App # Date

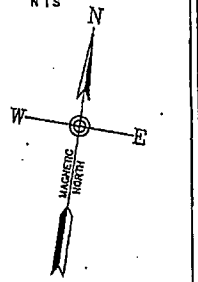
Charleston South Carolina
Office of Register Mesne Conveyance
Plat recorded this 19th day of July, 2002 at
8:44 o clock in Plat Book DB Page 131 and mylar cloth copy filed in File 3 Drawer 4 Folder 61 Drawing No 46
Original plat (A White Print) delivered to Chas Co Planning Board
Register Mesne Conveyance

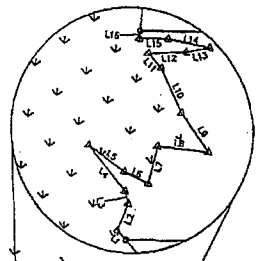
THE AREA SHOWN ON THIS PLAT IS GENERAL REPRESENTATION OF DHEC–OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE DHEC–OCRM, THE OFFICE OF OCRM IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREIN OR NOT

04-24-02 SIGNATURE
DATE
THE CRITICAL LINE SHOWN ON THIS PLAT IS VAUID FOR THREE YEARS FROM THE DATE OF THIS SIGNATURE SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE



LOCATION MAP
N T S





CHARLESTON CITY LIMIT LINE

PROPERTY OF
SUNSHINE LAND CORPORATION
TMS #341-00-00-012

FLOOD ZONE ELEVATION 13 A5 | FLOOD ZONE ELEVATION 14 A5

N 81 35 18 E
1713 99

EXISTING HOUSE
1031 57 SF

15 REAR BUILDING SETBACK

5 53 AC

25 BUILDING SETBACK FROM CRITICAL LINE

25 FRONT BUILDING SETBACK

15 BUILDING SETBACK

S 08 24 42 E
141 30

N88 10 09"E
2508 17
TO INTERSECTION OF BRADHAM AND RIVERLAND

S 81 35 18 W
1723 99

PROPERTY OF
HATTIE SIMMONS
TMS #341-00-00-027

ROPER ROAD 25' R/W (PRIVATE & UNCLEARED)
PB# 13511

SALT MARSHES OF THE STONO RIVER

PROPERTY OF
HERBERT BROWN
TMS #341-00-00-029

PROPERTY OF
PERCIEL DELAINE
TMS #341-00-00-072

PROPERTY OF
RUTH R CRAIG
TMS #341-00-00-073

PROPERTY OF
FLORENCE FLEMING
TMS #341-00-00-074

PROPERTY OF
HERCULES MATHEWS
TMS #341-00-00-075

LEGEND

- PROPERTY LINE WITH PROPERTY CORNER FOUND (AS DESCRIBED)
- PROPERTY LINE WITH PROPERTY CORNER SET (3/4 REBAR)
- RIGHT OF WAY LINE
- CENTER LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- CITY LIMIT LINE

LINE TABLE		
LINE	LENGTH	BEARING
L1	8 64'	N49 38 41"W
L2	19 38'	N12 43 18"E
L3	8 51	N21 11 10"W
L4	59 74'	N47 38 04"W
L5	30 26	S62 53'56"E
L6	18 20	S73 08'45"E
L7	25 20	N05 44 39"E
L8	34 88	N87 38 18"E
L9	31 80	N42 38 35"W
L10	33 53	N32 54 32"W
L11	13 09	N51 12 04"W
L12	25 89	N78 48 08"E
L13	16 37	N70 02 10"E
L14	28 73	N88 12 26"W
L15	18 81'	S82 00 58"W
L16	5 09	N02 25 54"W

THIS LOT DOES MEET MINIMUM HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB SURFACE DISPOSAL SYSTEM ONLY

CRITICAL LINE/BOUNDARY PLAT

SHOWING A 5 53 ACRE, WOODED TRACT OF LAND OWNED BY ERLEEN NELSON, LOCATED ON JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA

DATE APRIL 15, 2002

SCALE 1" = 100'

100 0 50 100
1 inch = 1

BERENYI INCORPORATED
ENGINEERS ARCHITECTS LAND SURVEYORS
COMMITTED TO KEEPING YOU ACREST
YOUR GOALS THROUGH INNOVATIVE SOLUTIONS
EXCEPTIONAL SERVICE AND TEAMWORK
124 SEVEN FARMS DRIVE
CHARLESTON SOUTH CAROLINA 29492
TELE (843)884-2000 FAX (843)884-2001

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN

SOUTH CAROLINA REGISTERED LAND SURVEYOR No 21228

4-23-02

SMYTHE DE GOFORTH PLS 21228

SOUTH CAROLINA BERENYI INCORPORATED No 000617 CERTIFICATE OF AUTHORIZATION

DEFENDANT'S EXHIBIT 3

DEFENDANT'S
EXHIBIT
4

DEFENDANT'S
EXHIBIT
5

BP0440255

#PGS: 5

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

A-9763-P
TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, **HERBERT BROWN** **("Grantor")**, in the State aforesaid for and in consideration of the sum of ONE HUNDRED SEVENTY THOUSAND and 00/100 ($170,000.00) DOLLARS, to him in hand paid at and before the sealing of these presents by **CARPENTER BRASELTON, LLC** the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, subject to those matters set forth on Exhibit "A", unto the said **CARPENTER BRASELTON, LLC, ("Grantee")**, its successors and assigns, the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned, subject to those matters set forth in Exhibit "A", unto the Grantee, its successors and assigns, forever.

AND, subject to those matters set forth in Exhibit "A", the Grantor does hereby bind the Grantor and Grantor's heirs, executors, administrators and assigns to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns, against Grantor and Grantor's heirs and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

DODDS HENNESSY & STITH, LLP
ATTORNEYS AT LAW
973 HOUSTON NORTHCUTT BLVD.
SUITE 101
MOUNT PLEASANT, SC 29464

DEFENDANT'S EXHIBIT V

WITNESS the Grantor's hands and seals this 10 day of Nov, 2014.

SIGNED, sealed and delivered
in the presence of:

(WITNESS #1)

(WITNESS #2)

HERBERT BROWN

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 10 day of Nov, 2014 by the Grantors, HERBERT BROWN, who executed the within written deed and is a person known to me.

Notary Public for South Carolina
My Commission Expires: 12-9-25

EXHIBIT "A"
LOT C-5, PARCEL 1, ROPER ROAD, JAMES ISLAND

ALL that certain lot, piece or parcel of land, situate, lying and being at the end of Roper Road, James Island County of Charleston, State of South Carolina, measuring and containing 31,845.3 square feet of highland and six (6) acres of marshland, more or less, and known and designated as **LOT C-5** on a plat entitled, "PLAT OF THE SUBDIVISION OF A 11.95 TRACT (5.95 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS ON JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," made by F. Elliotte Quin, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

SUBJECT TO all easements, restrictions and rights-of-way of record.

NO WARRANTY is given as to land lying below the mean highwater mark of any adjacent rivers, creeks or streams.

BEING the same property conveyed to Herbert Brown by deed of Virginia R. Brown a/k/a Virginia Roper Brown, dated February 22, 1995 and recorded February 22, 1995 in the RMC Office for Charleston County in Book U-252 at Page 034; and by confirmatory deed of Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007 and recorded July 10, 2007 in the RMC Office for Charleston County in Book T-631 at Page 283.

TMS Number: 341-00-00-029

Grantee's Address: P.O. BOX 671048
MARIETTA, GA 30066

STATE OF SOUTH CAROLINA]
COUNTY OF CHARLESTON]

AFFIDAVIT

(DATE OF TRANSFER OF TITLE)
(CLOSING DATE: 11/10, 2014)

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by **HERBERT BROWN** to **CARPENTER BRASELTON, LLC** on 11/10, 2014.
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 (exemptions 1-12) (If exempt, please skip item 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 $_____.
   (c)___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.
5. Check YES___ or NO___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   (a) $170,000.00 the amount listed in item 4 above.
   LESS (b) $_____ the amount listed in item 5 above (no amount place zero).
   TOTAL (c) $170,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTOR.
8. Check if Property other than Real Property is being transferred on this Deed.
   (a) _____ Mobile Home
   (b) _____ Other
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 Rep. in the Estate of_____deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. 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 not more than one year, or both.

SIGNED: Herbert D. Brown
HERBERT BROWN
(Grantor, Grantee, or Attorney that prepared this form)

Sworn to before me this 10 day of Nov 2014

Notary Public for South Carolina
My Commission Expires: 11-9-25

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

DODDS HENNESSY & STITH LLP
ATTORNEYS AT LAW
973 HOUSTON NORTHCUTT BLVD STE 101
MT. PLEASANT SC 29464

MAKER:
BROWN HERBERT

RECIPIENT:
CARPENTER BRASELTON LLC

Original Book:

Original Page:

Note:

RECORDED

Date:	November 12, 2014
Time:	2:29:09 PM

Book	Page	DocType
0440	255	Deed

Charlie Lybrand, Register
Charleston County, SC

# of Pages: 5

Recording Fee	$ 10.00
State Fee	$ 442.00
County Fee	$ 187.00
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 639.00

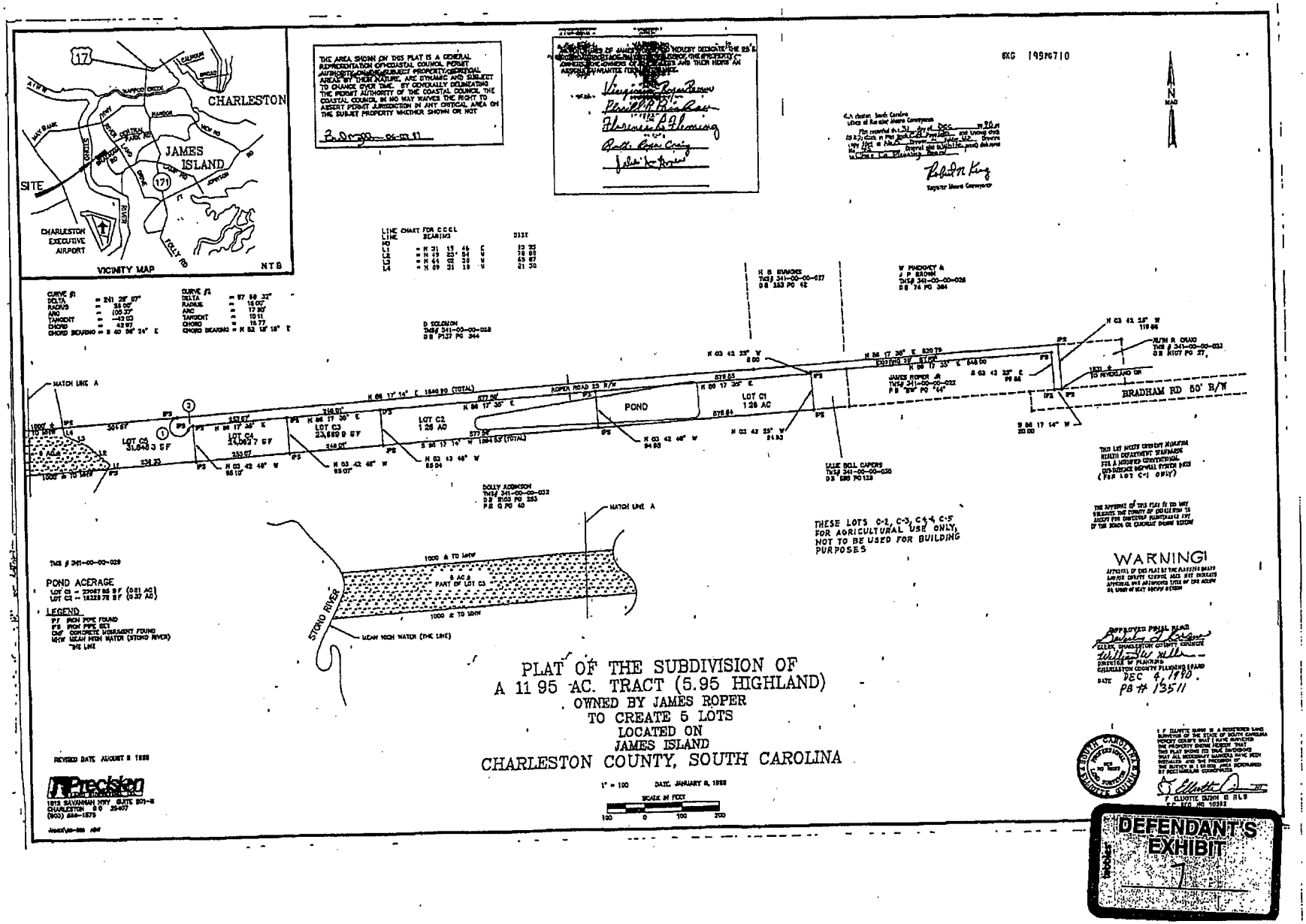
DRAWER: Drawer 1
CLERK: KLH

AUDITOR STAMP HERE
RECEIVED From RMC
NOV 13 2014
PETER J. TECKLENBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MKD
DATE 11/13/14
4

0440	255	11/12/2014	5
Book	Page	Recorded Date	# Pgs

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Original Book	Original Page	Doc Type	Recorded Time


VICINITY MAP
NTS
SITE
CHARLESTON
JAMES ISLAND
CHARLESTON EXECUTIVE AIRPORT
THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF COASTAL COUNCIL PERMIT JURISDICTION. CRITICAL AREAS ON SUBJECT PROPERTY GEOGRAPHICAL AREAS WITH THESE AUTHORITY ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE COASTAL COUNCIL, THE COASTAL COUNCIL IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY WHETHER SHOWN OR NOT
BK 199P67710
ROPER ROAD 23' R/W
BRADHAM RD 50' R/W
POND
LOT C1 1.28 AC
LOT C2 1.28 AC
LOT C3 1.28 AC
LOT C4 1.28 AC
LOT C5 1.28 AC
MATCH LINE A
STONO RIVER
MEAN HIGH WATER (THE LINE)
POND ACREAGE
LEGEND
THESE LOTS C-2, C-3, C-4, C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES
WARNING!
PLAT OF THE SUBDIVISION OF
A 11.95 AC. TRACT (5.95 HIGHLAND)
OWNED BY JAMES ROPER
TO CREATE 5 LOTS
LOCATED ON
JAMES ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA
1" = 100' DATE: JANUARY 8, 1988
REVISED DATE: AUGUST 8 1988
Precision Surveying, Inc.
1813 SAVANNAH HWY SUITE 201-B
CHARLESTON S C 29407
(803) 556-1979
DEC 4, 1990.
PB # 13511
DEFENDANT'S EXHIBIT

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2016-CP-10-1560
CARPENTER BRASELTON, LLC,	)	
Plaintiff,	)	
v.	)	
ASHLEY ROBERTS, JEREMY COOK, AND SALAHEDDINE EZZAOUDI,	)	COMPLAINT (Non-Jury Trial)
Defendants.	)	

2016 MAR 28 PM 3:54
CLERK OF COURT
BY

The Plaintiff complaining of the Defendants would respectfully show the Court as follows:

1. Plaintiff is a limited liability company formed under the laws of the State of Georgia and authorized to transact business in South Carolina.
2. Plaintiff owns real property in Charleston County, South Carolina, including a parcel of property identified as Lot C-5 on a plat made by F. Elliotte Quinn, III, which was recorded on December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County.
3. Lot C-5, which is located on James Island at the end of Roper Road, contains 31,845.3 square feet of highland and six (6) acres of marshland.
4. Plaintiff purchased Lot C-5 from Herbert Brown on November 10, 2014, for $170,000.
5. Upon information and belief, Defendants Ashley Roberts and Jeremy Cook are residents of the State of California.

DEFENDANT'S EXHIBIT 8

6. Defendants Roberts and Cook own real property in Charleston County, South Carolina, including parcels of real property identified as Lot C3 and Lot C2 on a plat made by F. Elliotte Quinn, III, which was recorded on December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County.

7. Upon information and belief, Lot C2 was purchased by Defendants Roberts and Cook on September 6, 2007, from John W. Fleming for $61,000.

8. Upon information and belief, Lot C3 was purchased by Defendants Roberts and Cook on September 6, 2007, from Ruth R. Craig for $40,000.

9. Defendant Salaheddine Ezzaoudi, upon information and belief, is a resident and citizen of Charleston County, South Carolina.

10. Defendant Ezzaoudi owns real property in Charleston County, South Carolina, including a parcel of real property identified as Lot C4 on a plat made by F. Elliotte Quinn, III, which was recorded on December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County.

11. Lot C3 was purchased by Defendant Ezzaoudi on May 28, 2013, for $45,000 from Perceil R. Delaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper, and Raymond Roper.

12. The deeds conveying Lots C2, C3, C4, and C5 to the Defendants and Plaintiff specifically state that the conveyances are being made subject to all restrictions, reservations, easements, and other limitations that appear of record, including on the recorded plats.

13. Each of the deeds conveying Lots C2, C3, C4, and C5 to the Defendants and Plaintiff specifically reference a "'Plat of the Subdivision of 11.95 acre tract (5.95 highland)

owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina' made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130, RMC Office for Charleston County" (hereinafter referred to as "The Plat").

14. The Plat, which has been of public record since December 31, 1990, contained a notation near the center of the page in all capital letters that reads:

"THESE LOTS C-2, C-3, C-4 & C-5 FOR AGRICULTURAL USE ONLY; NOT TO BE USED FOR BUILDING PURPOSES."

15. No document or record has been filed in the RMC Office for Charleston County purporting to amend, waive, or rescind the agricultural restriction stated in The Plat and referenced in the deeds of the parties.

16. Plaintiff purchased Lot C5 in reliance on the agricultural restriction stated in The Plat that created and limited the use of Lots C2, C3, C4, and C5.

17. Since the purchase of Lot C3 by Defendants Roberts and Cook, a residential home has been constructed on Lot C3.

18. Defendant Ezzaoudi is actively marketing Lot C4 for sale to the public.

19. Upon information and belief, Defendant Ezzaoudi plans to sell Lot C4 to a purchaser who will have intentions of building on Lot C4.

FOR A FIRST CAUSE OF ACTION
(Permanent Injunction)

20. Plaintiff repeats the allegations of the previous paragraphs as if restated herein verbatim.

21. The Defendants' lots are burdened by a restriction that the lots not be used for building purposes and be limited to agricultural uses.

22. While Plaintiff's lot is also burdened, it derives a benefit from the restriction burdening the lots.

23. Among other benefits, the restriction allows Plaintiff to experience and benefit from the views, peace, and comfort of the undeveloped properties.

24. Plaintiff has a reasonable concern and fear that the Defendants or subsequent purchasers will attempt to use the lots for non-agricultural purposes, including building purposes.

25. Should the Defendants build on or use the remaining Lots for other than agricultural purposes, Plaintiff will be left without an adequate remedy at law because the measure of Plaintiff's damages would be impossible to calculate.

26. The damage to Plaintiff if Defendants use the Lots for purposes other than agricultural purposes will be irreparable.

27. Equity requires that the Defendants be restrained from building on the remaining lots.

28. The Court should grant a permanent injunction prohibiting Defendants from any further building upon or other non-agricultural use of the undeveloped lots.

FOR A SECOND CAUSE OF ACTION
(Declaratory Judgment)

29. Plaintiff repeats the allegations of the previous paragraphs as if restated herein verbatim.

30. Plaintiff brings this action pursuant to section 15-53-30 of the South Carolina Code seeking a declaration as to the restriction stated on The Plat limiting the use of Lots C2, C3, C4, and C5 to agricultural use only.

Requested Declarations

31. That The Plat contains a restriction that limits that use of Lots C2, C3, C4, and C5 to agricultural use and prohibits the use of said lots for building purposes.

32. That Defendants purchased their property subject to all restrictions and limitations of record, including any recorded plats.

33. That the deeds conveying title to the Defendants specifically referenced The Plat.

34. That the restriction stated on The Plat has not been released, waived, amended, or abandoned.

35. That The Plat's restriction on the use of Lots C2, C3, C4, and C5 prohibits the Defendants and subsequent purchasers from using the property for any further non-agricultural purpose, including building purposes.

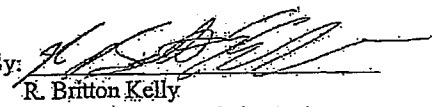
WHEREFORE, the Plaintiff prays as follows:

I. That the Court issue a permanent injunction forbidding the Defendants from building on the remaining lots or using the lots for any non-agricultural purposes;

II. That the Court issue the declarations requested above; and

III. That the Court award any further relief that it deems appropriate.

ROSEN, ROSEN & HAGOOD, LLC

By: 

R. Britton Kelly
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
March 28, 2016.

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

© Carolina One Real Estate

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:
Buyer(s), Carpenter Braselton, LLC. ("Buyer"), and
Seller(s), Herbert Brown ("Seller").
[X] BUYER [ ] SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period starting at 10 AM (M/Tu/W/Th/Fr) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods

2. PURCHASE PRICE: $ 170,000.00 (USD)
Payable by [ ] a combination of financing and cash or [X] cash. Payment shall be good funds.
The sale of Buyer's real property [X] is [ ] is not required for Purchase and this contingency terms [X] are [ ] are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments). Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.

Address 0 Riverland Unit #
City Charleston State of South Carolina
Zip 29412 County of Charleston
Lot C5 Block Section/Phase Subdivision Blacks
Other AND TMS# 341-00-00-106 TMS 341-00-00-029
Parties agree that no personal property will transfer as part of this sale, except described below and/or [X] in attachment(s):
Conveying are BOTH parcels 341-00-00-029 and 341-00-00-106.
See Attachment.

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before November 10th, 2014 ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): Carpenter Braselton, LLC or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's

[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER HAVE READ THIS PAGE

Carolina One Real Estate - West Islands, 1265 Folly Road Charleston, SC 29412 Dan Mangadoht
Phone: 843.478.9366 Fax: 843.746.4556
Herbie.Brown

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DEFENDANT'S EXHIBIT 10

Plaintiff 0007

designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (ex. manuals, equipment warranties, service info, etc.) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: $10,000.00 (USD) Earnest Money is paid as follows: $10,000.00 accompanies this offer and $ zero will be paid within 0 Business Days after Effective Date and Earnest Money is in the form of ☐ check ☐ cash ☒ other (wire, etc.) Wire to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Carolina One Real Estate as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT $150.00 OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:
none

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the ☐ Seller's or ☒ Buyer's transaction costs.

☐ At Closing, Seller will pay Buyer's transaction costs not to exceed $ none OR none % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.
BUYER (__) (__) DATE none , ____ TIME none
SELLER (__) (__) DATE none , ____ TIME none

7. ~~FINANCE: Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 15 year or ☐ 30 year or ☐ other purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum ____% and maximum ____% of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). If a Lender declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. Buyer shall apply for financing within ____ Business Days from the Effective Date and shall provide the Seller with reasonable written loan pre-approval documentation within ____ Business Days from the Effective Date. If the Seller and Brokers are notified of inability to obtain financing during the~~

Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.
Proposed Lender: _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller
☐ Other _____
An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and qualified/certified inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☐ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the Inspections

☐ see attached.

☐ Other _____

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all Inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☒ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than 10 Business Days after the original Effective Date unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

(1) Conduct/obtain Inspections
(2) Deliver Repairs Request(s) Notice to Seller
(3) Proceed under amended Contract
(4) Proceed under As Is Contract
(5) Terminate Contract by Delivering "Notice of Termination" and "Termination Fee" to Seller

[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER HAVE READ THIS PAGE

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of $ zero USD Good Funds. Termination Fee paid to Seller by payment or, by release to Seller an appropriate amount of Earnest Money or, by a combination of payment to Seller and an appropriate amount of Earnest Money (Escrow Agent shall timely disburse upon Buyer timely signing any required Earnest Money disbursement agreement for payment of the Termination Fee). If Seller receives the Delivered Notice of Termination and the full Delivered Termination Fee during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination and all of the Termination Fee to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 6 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer proceeds according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract ☐ is ☒ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. REZONING: This Contract ☐ is ☒ is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☐ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract ☐ is ☒ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed $ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____.

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☐ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☒ Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. MEGAN'S LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the ☐ Seller or ☒ Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

24. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS: All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by buyer and paid for by buyer.

All of these reports or certifications shall be completed no later than _____ Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. **ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. **ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

27. **DEFAULT:**

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
  (i) Deliver Notice of Default to Seller and terminate Contract and
  (ii) Pursue any remedies available to Buyer at law or equity and
  (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.

(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
  (i) Deliver Notice of Default to Buyer and terminate Contract and
  (ii) Pursue any remedies available to Seller at law or equity and
  (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.

(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.

(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period; either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. **MEDIATION CLAUSE:** Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

29. **NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE):** Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations; inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. **BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to

easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS' COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

32. *BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.*

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

Title to both parcels must be insurable.

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ ☐ AM ☐ PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.
If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Joaquin A. Lowy - Manager Carpenter Braselton, LLC. Date: 10-27-2014 Time: 3:25 pm

WITNESS: Daniel McKee Date: 10-27-2014 Time: 3:25pm

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

SELLER: Herbert Brown Date: 10-29-14 Time: 1:47 pm

WITNESS: Date: 10-29-14 Time: 1:47 pm

SELLER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

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ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME: Carolina One Real Estate

ESCROW AGENT'S LAW FIRM/COMPANY/BROKERAGE: Carolina One Real Estate

ESCROW AGENT CONTACT INFO: 1265 Folly Rd Charleston SC 29412 (843)795-7810 dmengedoht@carolinaone.com

INVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☒ DUAL AGENT ☐ BUYER DESIGNATED AGENT*

LICENSEE: Dan Mengedoht SC LICENSE# 50995 EXPIRES 06/30/2016

BROKER IN CHARGE: John Grisillo SC LICENSE # 72387 EXPIRES 06/30/2015

BROKERAGE COMPANY NAME: Carolina One Real Estate

MEMBERS OF: CTAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1265 Folly Road, Charleston SC 29412

NOTICE EMAIL/FAX: dmengedoht@carolinaone.com

MOBILE PHONE: (843)478-9366 OFFICE PHONE: (843)795-7810 OTHER: _____

INVOLVED AS: ☒ SELLER AGENT ☐ SELLER SUBAGENT ☒ DUAL AGENT ☐ SELLER DESIGNATED AGENT*

LICENSEE: Dan Mengedoht SC LICENSE# 50995 EXPIRES 06/30/2016

BROKER IN CHARGE: John Grisillo SC LICENSE # 72387 EXPIRES 06/30/2015

BROKERAGE COMPANY NAME: Carolina One Real Estate

MEMBERS OF: CTAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1265 Folly Road, Charleston SC 29412

NOTICE EMAIL/FAX: dmengedoht@carolinaone.com

MOBILE PHONE: (843)478-9366 OFFICE PHONE: (843)795-7810 OTHER: _____

*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND OTHER ASSOCIATED LICENSEES ARE DUAL AGENTS.

[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER HAVE READ THIS PAGE

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

ADDENDUM/AMENDMENT TO

© Carolina One Real Estate

☒ AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [☒ OFFER OR ☐ COUNTEROFFER] OR

☐ RESIDENTIAL RENTAL AGREEMENT OR ☐ OTHER: _____

COVERING THE ☒ REAL PROPERTY ☐ PREMISES ☐ BUSINESS ☐ OTHER: _____

Further described or commonly known as:

Address 0 Riverland Unit # _____

City Charleston State of South Carolina

Other And TMS# 341-00-00-106 TMS 341-00-00-029

The undersigned Parties hereby agree as follows: Conveying with lot 341-00-00-029 are the high ground acreage of approximately .73 acres and the approximately 6 acres of marsh shown on plat CB-130, and described in Deed at Book T631 Page 283. And all rights and use of the TMS# 341-00-00-106 known as Roper Road.

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ ☐ AM ☐ PM on _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: Jacqueline A. Cerny - Manager Carpenter Braselton, LLC. Date: 10-27-2014 Time: 3:25 pm

WITNESS: Daniel McKee Date: 10-27-2014 Time: 3:25 pm

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

SELLER: Robert D. Brown Herbert Brown Date: 10-29-14 Time: 1:47 pm

WITNESS: Merrill Fraser Date: 10-29-14 Time: 1:47 pm

SELLER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

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DLC BUYER [ ] BUYER WHB SELLER [ ] SELLER HAVE READ THIS PAGE

Carolina One Real Estate - West Islands, 1265 Folly Road Charleston, SC 29412 Phone 843-478-9166 Fax 843-766-4556 Herbie Brown
Dan Mazgebski Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Certificate of Occupancy

Charleston County, SC
Office of the Building Official
Building Inspection Services Department

ACCREDITED

The referenced building has been inspected and found in accord with the Charleston County Code Ordinances for "Buildings and Building Regulations" and other applicable Federal, State and County Regulations.

Permit Type	Building (R)	Permit No.	BLDR-4-15-58653
Issued to:	KEVIN SHAW	Contractor	KEVIN SHAW
Subdv / Project		Date Issued	4/25/2016
Parcel No.	3410000028	Code Edition	2012 IRC
Flood Zone/Level	AE 14 DFE 15	Special Conditions	SINGLE FAMILY RESIDENCE, PORCH, DECK & PARKING UNDERNEATH

2284 LUCKY RD
CHARLESTON, SC 29412
Location

Occupancy Load;

Gene H Simmons
Building Official

Not Transferable
POST IN A CONSPICUOUS PLACE

FOIA Response Chas Cty Lucky Road 073

DEFENDANT'S EXHIBIT 11

8. **Deed of Lot C-5 from Herbert Brown to Plaintiff dated November 10, 2014, and recorded November 12, 2014, in the RMC Office for Charleston County in Book 440 at Page 256.**

After recording, return to:
Dodds Hennessy & Stith, LLP
973 Houston Northcutt Blvd.
Suite 101
Mt. Pleasant, SC 29464


BP0440256

#PGS: 5

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

A-9763-P
QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that **HERBERT BROWN** in the State aforesaid, for and in consideration of the sum of FIVE and no/100 ($5.00) Dollars, to him in hand paid at and before the sealing and delivery of these presents by **CARPENTER BRASELTON, LLC**, the receipt and sufficiency of which is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim, subject to those matters set forth on Exhibit "A", unto the said **CARPENTER BRASELTON, LLC** ("Grantee"), its successors and assigns, forever, all of his right, title and interest in and to the following described real property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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, its successors and assigns forever, so that neither the Grantor, nor the Grantor's heirs or assigns, nor any other person or persons claiming under the Grantee's or its successors or assigns, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

DODDS HENNESSY & STITH, LLP
ATTORNEYS AT LAW
973 HOUSTON NORTHCUTT BLVD.
SUITE 101
MOUNT PLEASANT, SC 29464

IN WITNESS WHEREOF, the Grantor(s), has hereunto set his hand and seal this 10 day of Nov, 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HERBERT BROWN

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, hereby certify that the Grantor, personally appeared before me this 10 day of Nov, 2014, and acknowledged the due execution of the foregoing instrument.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 12-9-21

EXHIBIT "A"
ROPER ROAD, TMS: 341-00-00-106

ALL that certain property, situate, lying and being on James Island, County of Charleston, State of South Carolina, known and designated as **ROPER ROAD** on a plat entitled, "PLAT OF THE SUBDIVISION OF A 11.95 TRACT (5.95 HIGHLAND) OWNED BY JAMES ROPER TO CREATE 5 LOTS ON JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," made by F. Elliotte Quin, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130 in the RMC Office for Charleston County. Said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

SUBJECT to any and all applicable easements, restrictions, conditions, right-of-ways and setbacks of record and as may be shown on the above-referenced plat.

TMS Number: 341-00-00-106

GRANTEE'S ADDRESS: P.O. BOX 671048
MARIETTA, GA 30066

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

(DATE OF TRANSFER OF TITLE
(CLOSING DATE: 11/10, 2014

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

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred by **HERBERT BROWN** to **CARPENTER BRASELTON, LLC** on 11/10 **, 2014.**

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) X EXEMPT from the deed recording fee because (exemptions 1-12) (If exempt, please skip item 4-6, and go to item 7 of this affidavit.) #3

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a)___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ _.
   (b)___ The fee is computed on the fair market value of the realty which is $_____.
   (c)___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_

5. Check YES__ or NO 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 $_____

6. The DEED Recording Fee is computed as follows:
   (a) $_____ the amount listed in item 4 above.
   LESS (b) $_____ the amount listed in item 5 above (no amount place zero).
   TOTAL (c) $_____ Subtract Line 6(b) from Line 6(a) and place the result.

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

8. Check if Property other than Real Property is being transferred on this Deed.
   (a) _____Mobile Home
   (b) _____Other

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 Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.

10. 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 not more than one year, or both.

SIGNED: Herbert D Brown
HERBERT BROWN
(Grantor, Grantee or Attorney that prepared form)

Sworn to before me this 10
day of Nov, 2014

Notary Public for SOUTH CAROLINA
My Commission Expires: 12-9-15

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

DODDS HENNESSY & STITH LLP
ATTORNEYS AT LAW
973 HOUSTON NORTHCUTT BLVD STE 101
MT. PLEASANT SC 29464

MAKER:
BROWN HERBERT

RECIPIENT:
CARPENTER BRASELTON LLC

Original Book:

Original Page:

Note:

RECORDED

Date:	November 12, 2014
Time:	2:31:33 PM

Book	Page	DocType
0440	256	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

# of Pages: 5

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 10.00

DRAWER	Drawer 1
CLERK	KLH

AUDITOR STAMP HERE
RECEIVED From RMC
NOV 13 2014
PETER J. TECKLENBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MK
DATE 11/13/14
42

0440	256	11/12/2014	5
Book	Page	Recorded Date	# Pgs

		D	14:31:33
Original Book	Original Page	Doc Type	Recorded Time

9. **Deed of Lot C-5 from Virginia R. Brown a/k/a Virginia Roper Brown to Herbert Brown, dated February 22, 1995, and recorded February 22, 1995, in the RMC Office for Charleston County in Book U-252 at Page 034**

U252P0034

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

KNOW ALL MEN BY THESE PRESENTS, that

I, Virginia R. Brown a/k/a Virginia Roper Brown, in the State aforesaid, and for and in consideration of Love and Affection for my son, and the sum of Five ($5.00) Dollars to me in hand paid, at and before the sealing of these Presents by Herbert Brown, in the State aforesaid, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Herbert Brown, his heirs and assigns, all that certain piece, part and parcel of real estate, to wit:

"ALL that certain piece, parcel or lot of land, situate, lying and being at the end of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 31,845.3 square feet of high land and six (6) of marshland, more or less, and known and designated as Lot C-5 on a plat entitled, "Plat of the subdivision of a 11.95 acre tract (5.95 high land), owned by James Roper to create five (5) lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, R.L.S., dated January 9. R.M.C. Office for Charleston County.

BEING the same premises conveyed to the Grantor by deed of Purcell Edith Prioleau, Florence Fleming, Ruth R. Craig, Julia L. Roper, Mildred Anderson, Ruby Roper, James A. Roper, III, Purcell R. DeLaine and Raymond Roper, dated February 28, 1991, and recorded on April 29, 1991, in Book D-242, at Page 693, in the Charleston County R.M.C. Office.

TMS# 341-00-00-029.

GRANTEE'S ADDRESS: 1861 Somerset Circle
Charleston, South Carolina 29407

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 Herbert Brown, his Heirs and Assigns, forever.

AND, I do hereby bind myself, my Heirs and my Executors and Administrators, to warrant and forever defend, all and Singular, the said premises unto the said Herbert Brown,

his Heirs and Assigns, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 22nd day of February, in the Year of Our Lord One Thousand Nine Hundred and Ninety-Five, and in the Two Hundred and Eighteenth Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Virginia Roper Brown
VIRGINIA R. BROWN, a/k/a
VIRGINIA ROPER BROWN

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, and made oath that he/she saw the within named Virginia R. Brown a/k/a Virginia Roper Brown sign, seal, and as her act and deed, deliver the within written Deed, and that he/she with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN to before me this 22nd day of February, 1995.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2-1-2000.

Russell Brown

BK U252PG036

10.00
A

FILED

U252-34
95 FEB 22 PM 1:56

CHARLIE D. LYBRAND
REGISTER
CHARLESTON COUNTY SC

THIS VERIFIED
BY MLG
DTD 2/24/95

Recorded this 22 day of Feb 1995
On Property Record Card

Auditor Charleston County

10. **Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007, and filed in the Clerk of Court of Common Pleas on June 13, 2007**

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	CASE NO.: 07-CP-10-1185
COUNTY OF CHARLESTON)	
RUTH R. CRAIG, JOHN FLEMING, HERCULES MATTHEWS, PERCIEL R. DELAINE, JAMES ROPER, III, RAYMOND ROPER, and HERBERT BROWN,	
Plaintiffs,	
vs.	**DECREE QUIETING TITLE**
JOHN DOE and MARY ROE being fictitious names used to designate the unknown heirs at law, distributes, devisees, legatees, widow, widowers, successors and assigns, if any, of JAMES L. ROPER, (deceased), JAMES A. ROPER, JR., (deceased) and all other persons unknown claiming by,through or under them or having or claiming any interest in the real estate described in the Complaint, whether infants, incompetents, insane persons or under any other disability,	
Defendants.	

FILED
2007 JUN 13 AM 10:11
JULIE J. ARMSTRONG
CLERK OF COURT
BY

THIS MATTER came before me on the 4th day of June, 2007 for a hearing on the merits on the Summons and Complaint filed pursuant to Sections 15-13-10, et seq. of the South Carolina Code of Laws, 1976, seeking to quiet the title to the real estate which is the subject of this action.

The following pleadings were filed in the office of the Clerk of Court:

1. Summons and Complaint
2. Lis Pendens
3. Notice Nisi
4. Order of publication and Affidavit of Publication.

5. Petition and Order Appointing Guardian ad Litem;
6. Affidavit of Publication
7. Answer of the Guardian ad Litem;
8. Petition For Default and Order of Default and Reference with authority of the Master to issue a final Decree.

All of the Defendants in the above captioned matter were served by publication. The record further contains no responsive pleadings except the Answer of the Guardian ad Litem submitting the rights of the Defendants who may be infants, incompetents, insane persons and those under any other disability to the protection of this Court. Veronica G. Small, Esquire was appointed Guardian ad Litem for all Defendants who may be infants, incompetents or under any other disability. It appears that after a diligent search by the Guardian ad Litem, there are no such incompetent persons. This matter was referred to me for taking of testimony and making findings of fact and conclusions of law which are determinative of the issues in this case.

Upon hearing this matter, the Court finds the following salient facts:

1. The real property which is the subject of this lawsuit is more fully and accurately described as follows:

PARCEL 1

All that certain, piece, parcel or lot of land, situate, lying and being at the end of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 31,845.3 square feet of highland and six (6) acres of marshland, more or less, and known and designated as Lot C-5 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB at page 130, RMC Office for Charleston County.

TMS No.: 341-00-00-029

PARCEL 2

All that certain, piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 23,669.9 square feet, more or less, and known and designated as Lot C3 on a plat entitled "Plat of

the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB at page 130, RMC Office for Charleston County.

TMS No.: 341-00-00-073

PARCEL 3

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 24,062.7 square feet of land, more or less and known and designated as Lot C4 on a plat entitled "Plat of the Subdivision of a 11.95 acre tract (5.95 highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded on December 31, 1990 in Plat Book CB at page 130, RMC Office for Charleston County.

TMS No.: 341-00-00-072

PARCEL 4

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 1.26 acres, more or less, and known and designated as Lot C1 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded on December 31, 1990 in Plat Book CB at page 130, RMC Office for Charleston County.

TMS No.: 341-00-00-075

PARCEL 5

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 1.26 acres, more or less, and known and designated as Lot C2 on a plat entitled "Plat of the Subdivision of a 11.95 acre tract (5.95 Highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded on December 31, 1990.

TMS No.: 341-00-00-074

MJB #3

2. The subject parcels of land together form an 11.95-acre tract containing 5.95 acres of highland and 6 acres of marshland which was conveyed to James L. Roper a/k/a James A. Roper by deed of Martha Green, Isabella Pinckney, Mary Anderson, Benjamin Forrest dated July 11, 1930 and recorded in Charleston County RMC Office in Book J-34 at page 271.

3. James L. Roper died intestate on November 5, 1970 in Charleston County, S.C seized and possessed of the subject premises leaving as his sole heirs and distributees five (5) children, namely, Perciel Edith Prioleau, Virginia R. Brown, Ruth R. Craig, James A. Roper, Jr. and Florence Fleming. There was no probate of the estate of James L. Roper.

4. James A. Roper, Jr. died intestate on June 21, 1988 in Charleston County, S.C. leaving as his sole heirs and distributees his wife, Julia L. Roper, and five (5) children, namely, Mildred Anderson, Ruby Roper, James A. Roper, III, Perciel R. DeLaine and Raymond Roper. There was no probate of the estate of James A. Roper, Jr.

5. In 1990 the heirs of James L. Roper (the elder) subdivided the original tract of land into the five parcels identified in paragraph 1, hereinabove.

6. In 1991, the heirs of James L. Roper voluntarily distributed the five parcels conveying a lot to each of the five branches of the family of James L. Roper to satisfy their interest in this property as follows:

a. Parcel 1 was conveyed to Virginia R. Brown a/k/a Virginia Roper Brown by Perciel Edith Prioleau, Florence Fleming, Ruth R. Craig, Julia L. Roper, Mildred Anderson, Ruby Roper, James A. Roper, III, Perciel R. DeLaine and Raymond Roper by deed dated February 22, 1995 and recorded in Charleston County RMC Office in Book D-202 at page 693.



b. Parcel 2 was conveyed to the Plaintiff, Ruth R. Craig, by deed of Perciel Edith Prioleau, Florence Fleming, Virginia R. Brown, Julia L. Roper, Mildred Anderson, Ruby Roper, James A. Roper, III, Perciel R. DeLaine and Raymond Roper dated February 28, 1991 and recorded in Charleston County RMC Office in Book D-202 at page 688.

c. Parcel 3 was conveyed to Julia Roper by Perciel Edith Prioleau, Florence Fleming, Virginia R. Brown, Ruth Craig, Perciel DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper by deed dated February 28, 1991and recorded in Charleston County RMC Office in Book D-202 t page 682.

d. Parcel 4 was conveyed to Perciel Edith Prioleau a/k/a Perciel E. Prioleau by Virginia R. Brown a/k/a Virginia Roper Brown, Perciel Edith Prioleau, Florence Fleming, Ruth R. Craig, Julia L. Roper, Mildred Anderson, Ruby Roper, James A. Roper, III, Perciel R. DeLaine and Raymond Roper by deed dated February 28, 1991 and recorded in Charleston County RMC Office in Book D-202 at page705.

e. Parcel 5 was conveyed to Florence Fleming by deed of Perciel Edith Prioleau, Virginia R. Brown, Ruth R. Craig, Julia L. Roper, Mildred Anderson, Ruby Roper, James A. Roper, III, Perciel R. DeLaine and Raymond Roper dated February 28, 1991 and recorded in Charleston County RMC Office in Book D-202 at page 699.

7. Subsequent to the above distribution, Julia A. Roper conveyed Parcel 3 Lot C4 to her children Perciel DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and

Raymond Roper by deed dated May 29, 1991 and recorded in Charleston County RMC Office in Book X-203 at page 152; Virginia R. Brown conveyed Parcel 1, Lot C5 to her son Herbert Brown by deed dated February 22, 1995 and recorded in Charleston County RMC Office in Book U-252 at page 034; Florence Fleming conveyed Parcel 5, Lot C2 to her son John W. Fleming by deed dated February 22, 2002 and recorded in Charleston County RMC Office in Book C-399 at page 028 and Perciel Edith Prioleau conveyed Parcel 4, Lot C1 to her nephew, Hercules Matthews, by deed of dated May 4, 1998 and recorded in Charleston County RMC Office in Book F-302 at page 043.

8. There are no encumbrances or liens upon the said parcels and the real estate taxes have been paid through the year 2006.

Based upon the above findings of fact, I conclude as a matter of law as follows:

9. The failure to administer the estates of James L. Roper and James A. Roper, Jr. constitute a cloud on the title of Plaintiffs to the subject property and said cloud should be removed.

10. Plaintiffs, as heirs of James L. Roper or successors in title, are seized and possessed of the subject five parcels of land as follows:

a Herbert Brown-Parcel 1, Lot C5 TMS No. 341-00-00-029

b. Ruth R. Craig-Parcel 2, Lot C3 TMS No. 341-00-00-073

c. Perciel R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper-Parcel 3 Lot C4 TMS No. 341-00-00-072

d. Hercules Matthews- Parcel 4 Lot C1 TMS No. 341-00-00-075

e. John W. Fleming -Parcel 5 Lot C2 TMS No. 341-00-00-074

11. Title to each of the five lots should be quieted in Plaintiffs and no other persons

whomsoever should have any interest or estate in or lien upon the real estate, or any part thereof.

Therefore, based upon the above findings of fact and conclusions of law, it is hereby

ORDERED, ADJUDGED AND DECREED that the subject five parcels identified hereinabove in conclusions of law 10(a-e) are owned by the Plaintiffs, in fee simple with good and marketable title. And it is further

ORDERED, ADJUDGED AND DECREED that the Master-in-Equity for Charleston County shall issue deeds confirming title to the said parcels in the Plaintiffs.

AND IT IS SO ORDERED this 7th day of June, 2007 at Charleston, South Carolina.

Mikell L. Scarborough, Master-in-Equity
for Charleston County

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS CASE NO.: 07-CP-10-1185
RUTH R. CRAIG, JOHN FLEMING, HERCULES MATTHEWS,PERCIEL R. DELAINE, JAMES ROPER, III, RAYMOND ROPER, and HERBERT BROWN, Plaintiffs, vs. JOHN DOE and MARY ROE being fictitious names used to designate the unknown heirs at law, distributes, devisees, legatees, widow, widowers, successors and assigns, if any, of JAMES L. ROPER, (deceased), JAMES A. ROPER, JR., (deceased) and all other persons unknown claiming by, through or under them or having or claiming any interest in the real estate described in the Complaint, whether infants, incompetents, insane persons or under any other disability, Defendants.	)	**TESTIMONY**

REFERENCE was held in the above-captioned matter this 4th day of June, 2007 in the Office of the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, State of South Carolina. Appearing at the hearing were:

Arthur C. McFarland, Esquire, Attorney for the Plaintiffs; Veronica G. Small, Esquire, Guardian ad Litem for such Defendants as may be infants, incompetents, insane or otherwise under any disability;

By Mr. McFarland: May it please the Court? This is an action to quiet the title to the within property, to determine any and all adverse claims to the parcel of real estate which is the subject of this action. There are no named-defendants in this action. No responsive pleadings were served as a result of the service by publication. The GAL filed her Answer.

This matter was referred to this for the purpose of taking testimony and making findings of fact and conclusions of law, which will be determinative of the issues in this case. There are five parcels of land involved in this case with a common ancestor for the parent tract. The current claimants to those tracts are lineal descendants of James A. Roper a/k/a James L. Roper, the original owner of the parent tract of land.

Plaintiffs are ready to proceed.

The Court: You may call your first witness.

Mr. Raymond E. Roper, Sr. Called:

BY MR. MCFARLAND:

Q. Please state your name and tell the Court where you live?

A. I am Raymond E. Roper, Sr. I live at 1361 Secessionvile Road, James Island.

Q. Are you one of the Plaintiffs in this case?

A. Yes, I am.

Q. Are you familiar with the several parcels of land that are the subjects of this lawsuit?

A. Yes, there are 5 parcels located on Roper Road on James Island. My siblings and I own the parcel that is identified as parcel number 3 Lot C4 in the complaint. The other four parcels are owned by my cousins.

Q. It is stated that James L. Roper originally owned this tract. What is his relationship to you?

A. I am the grandson of James Roper.

Q. Do you know when your grandfather died?

A. Yes, he died on November 5, 1970.

Q. Did your grandfather leave a Will?

A. No, not to my knowledge.

Q. Was your grandfather married at the time of his death?

A. No, my grandmother Irene Roper died before him in 1960. He did not remarry.

Q. How many children did your grandfather James L. Roper have and please name them?

A. James Roper had five children. They were my father, James A. Roper, Jr., and his four sisters, Perciel Edith Prioleau, Virginia R. Brown, Ruth R. Craig and Florence Fleming.

Q. Are all of the children of James Roper living?

A. James Roper, Jr., Perciel Edith Prioleau and Virginia Brown are deceased.

Q. When did your father die?

A. My father died on June 21, 1998.

Q. Did he leave a Will?

A. No he did not.

Q. Was he married at the time of his death?

A. Yes, he was married to my mother Julia A. Roper.

Q. Is your mother still living?

A. No, she isn't.

Q. How many siblings do you have?

A. I have three sisters and one brother. They are Mildred Anderson, Ruby Roper, James A. Roper, III and Perciel R. Delaine.

Q. How much property did your grandfather originally own on James Island?

A. The tract that the five parcels of property came from was originally 11.95 acres.

Q. Do you know how he acquired this property?

A. Yes, he got it by deed from Martha Green, Isabella Pinckney, Mary Anderson and Benjamin Forrest.

Q. Mr. Roper, I show you this document. Have you seen it before?

A. Yes, this is a copy of the deed given to my grandfather for the land.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 1 which is a deed to James L. Roper dated July 11, 1930 and recorded in Charleston County RMC Office in Book J-34 at page 271.

The Court: It is admitted without objection as Plaintiff's exhibit 1.

Q. Mr. Roper, you testified earlier that you and your siblings own the parcel identified in this lawsuit as Parcel 3, Lot C4 is that correct?

A. Yes, that is correct.

Q. How did you and your siblings obtain parcel 3?

A. In 1990, the family got together and hired a surveyor to divide the land among the branches of the family. Although the deed calls for 11 acres, the survey found that there were 11.95 acres with only 5.95 acres of highland. Each branch received a parcel to satisfy their interest in this property. My family got Parcel 3, Lot C4

Q. Mr. Roper, I show you this document. Can you identify it?

A. This is a copy of the 1990 plat showing the subdivision of the 11.95 acre tract owned by my grandfather.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 2 which is a plat entitled "Plat of the Subdivision of a 11.95 acre tract (5.95 highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by f. Elliotte Quinn, II, R.L.S. dated January 9, 1989 and recorded in Plat Book CB, page 130 in the Charleston County RMC Office.

The Court: It is admitted without objection as Plaintiffs' exhibit 2.

Q. Did you and your siblings receive a deed for this property?

A. Yes, the property was deeded to us by our mother Julia A. Roper.

Q. Mr. Roper, I show you this document. Can you identify it?

A. This is a copy of the deed from our mother for lot C4.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 3 which is a deed from Julia Roper to Perciel DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper dated May 29, 1991 and recorded in Charleston County RMC Office in Book X-203 at page 152.

The Court: It is admitted without objection as Plaintiffs' exhibit 3.

Q. Referring to Plaintiffs' exhibit 3, I note that the derivation clause states that your mother was deeded this property by your four aunts, Perciel Edith Prioleau, Florence Fleming, Virginia R. Brown and Ruth Craig along with you and your four siblings. Is that correct?

A. Yes, lot C4 was conveyed to my mother by deed the same year she conveyed it to us.

Q. Mr. Roper, I show you this document. Can you identify it?

A. This is a copy of the deed to my mother for lot C4.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 4 which is a deed to Julia Roper from to Perciel Edith Prioleau, Florence Fleming, Virginia R.

Brown and Ruth Craig, Perciel DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper dated February 28, 1991 and recorded in Charleston County RMC Office in Book D202, at page 682.

The Court: It is admitted without objection as Plaintiffs' exhibit 4.

Q. Has anyone claimed title, ownership or an interest in Lot C4 since it was created in 1990?

A. No, not to my knowledge.

Q. Are there any mortgages or other liens against this property that you are aware of?

A. No, I am not aware of any liens.

Q. Have the property taxes been paid through the year 2006?

A. Yes, it has.

Q. Are you asking this Court to declare that you and your siblings are the sole owners of parcel 3 lot C4 TMS Number 341-00-00-072?

A. Yes, I am.

Q. Mr. Roper, I show you this document and ask if this is your signature on page 3?

A. Yes it is?

Q. What is this document?

A. This is the deed to Ruth Craig from her siblings, nieces and me for Lot C-3.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 5 which is a deed to Ruth Craig from Perciel Edith Prioleau, Florence Fleming, Virginia R. Brown Julia A. Roper, Perciel DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper dated February 28, 1991 and recorded in Charleston County RMC Office in Book D202, at page 688.

The Court: It is admitted without objection as Plaintiffs' exhibit 5.

Q. Has Ruth Craig claimed this property continuously since 1991?

A. Yes she has.

Mr. McFarland: Your Honor, I have no further questions for Mr. Roper.

Ms. Small: I have no questions.

SWORN TO BY:

Raymond Roper

RAYMOND ROPER

by MV, MLE 6/4/07

The Court: You may call your next witness.

Mr. Herbert D. Brown II Called:

BY MR. MCFARLAND:

Q. Please state your name and tell the Court where you live?

A. I am Herbert D. Brown II. I live at 1861 Sommerset Circle in Charleston.

Q. Are you a Plaintiff in this case?

A. Yes, I am.

Q. What is your relationship to James L. Roper?

A. He is my grandfather.

Q. Who is your mother?

A. My mother is Virginia R. Brown, the daughter of James L. Roper.

Q. Which parcel of property are you claiming in this lawsuit?

A. I have a deed for Lot C-5 on Roper Road.

Q. Is this also identified as TMS No. 341-00-00-029?

A. Yes it is.

Q. Do you have a deed for this property?

A. Yes this property was deeded to me by my mother in 1991.

Q. Mr. Brown, I show you this document. Can you identify it?

A. This is a copy of the deed from my mother to me for lot C5.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 6 which is a deed from Virginia R. Brown a/k/a Virginia Roper Brown to Herbert Brown dated February 22, 1995 and recorded in Charleston County RMC Office in Book U 252 at page 034.

The Court: It is admitted without objection as Plaintiffs' exhibit 6.

Q. Referring to Plaintiffs' exhibit 6, the derivation clause states that your mother was deeded this property by your four aunts, Perciel Edith Prioleau, Florence Fleming, Julia A. Roper and Ruth Craig your five cousins, Perciel DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper. Is that correct?

A. Yes, lot C5 was conveyed to my mother by deed the same year she conveyed it to me.

Q. Mr. Brown, I show you this document. Can you identify it?

A. This is a copy of the deed to my mother for lot C5.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 7 which is a deed to Virginia R. Brown dated February 28, 1991 and recorded in Charleston County RMC Office in Book D202, at page 693.

The Court: It is admitted without objection as Plaintiffs' exhibit 7.

Q. Has anyone else claimed title, ownership or an interest in Lot C5 since it was created in 1990?

A. No, not to my knowledge.

Q. Are there any mortgages or other liens against this property that you are aware of?

A. No, I am not aware of any liens.

Q. Have the property taxes been paid through the year 2006?

A. Yes, it has.

Q. Are you asking this Court to declare that you ~~and your siblings~~ are the sole owner of parcel 3 lot C4 TMS Number 341-00-00-0029?

A. Yes, I am.

Mr. McFarland: Your Honor, I have no further questions for Mr. Brown.

Ms. Small: I have no questions.

SWORN TO BY:

HERBERT BROWN

The Court: You may call your next witness.

Mr. John Fleming Called:

BY MR. MCFARLAND:

Q. Please state your name and tell the Court where you live?

A. I am John Fleming. I live at 2020 Bradham Road, James Island.

Q. Are you a Plaintiff in this case?

A. Yes, I am.

Q. What is your relationship to James L. Roper?

A. He is my grandfather.

Q. Who is your mother?

A. My mother is Florence Roper Fleming, the daughter of James L. Roper.

Q. Which parcel of property are you claiming in this lawsuit?

A. I have a deed for Lot C-2 on Roper Road.

Q. Is this also identified as Parcel 5 in the complaint?

A. Yes it is.

Q. Do you have a deed for this property?

A. Yes this property was deeded to me by my mother in 2002.

Q. Mr. Brown, I show you this document. Can you identify it?

A. This is a copy of the deed from my mother to me for lot C-2.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 8 which is a deed from Florence Fleming to John Fleming for Lot C-2 dated February 22, 2002 and recorded in Charleston County RMC Office in Book C-399 at page 028.

The Court: It is admitted without objection as Plaintiffs' exhibit 8.

Q. Referring to Plaintiffs' exhibit 8, the derivation clause states that your mother was deeded this property by Perciel Edith Prioleau, Virginia R. Brown, Ruth R. Craig, Julia A. Roper, Mildred Anderson, Ruby Roper, James A. Roper, III, Perciel R. DeLaine and Raymond Roper on February 28, 1991. Is that correct?

A. Yes, lot C-2 was conveyed to my mother by deed the same year she conveyed it to us.

Q. Mr. Roper, I show you this document. Can you identify it?

A. This is a copy of the deed to my mother for lot C-2.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 9 which is a deed to Florence Fleming for Lot C-2 from Perciel Edith Prioleau, Virginia R. Brown, Ruth R. Craig, Julia A. Roper, Mildred Anderson, Ruby Roper, James A. Roper, III, Perciel R.

DeLaine and Raymond Roper dated February 28, 1991 and recorded in Charleston County RMC Office in Book D-202 at page 699..

The Court: It is admitted without objection as Plaintiffs' exhibit 9.

Q. Has anyone claimed title, ownership or an interest in Lot C-2 since it was created in 1990.

A. No, not to my knowledge.

Q. Are there any mortgages or other liens against this property that you are aware of?

A. No, I am not aware of any liens.

Q. Have the property taxes been paid through the year 2006?

A. Yes, it has.

Q. Are you asking this Court to declare that you [J. F. and ~~your siblings~~] are the sole owner[s] of parcel 5 lot C-2, TMS Number 341-00-00-0063?

A. Yes, I am.

Mr. McFarland: Your Honor, I have no further questions for Mr. Roper.

Ms. Small: I have no questions.

SWORN TO BY:

John Fleming

JOHN FLEMING

The Court: Mr. McFarland, you may call your next witness.

Mr. Hercules Mathews Called:

BY MR. MCFARLAND:

Q. Please state your name and tell the Court where you live?

A. I am Hercules Mathews. I live at 2128 Bradham Road, James Island.

Q. Are you a Plaintiff in this case?

A. Yes, I am.

Q. What is your relationship to James L. Roper?

A. He is my grandfather.

Q. Which parcel of property are you claiming in this lawsuit?

A. I am claiming ownership of Lot C1 on Roper Road.

Q. Is this also identified as Parcel 4 in the complaint?

A. Yes it is.

Q. Do you have a deed for this property?

A. Yes this property was deeded to me by my aunt Perciel E. Prioleau.

Q. Mr. Mathews, I show you this document. Can you identify it?

A. This is a copy of the deed from my aunt to me for lot C-1.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 10 which is a deed from Perciel Edith Prioleau a/k/a Perciel E. Prioleau to Hercules Mathews dated May 4, 1998 and recorded in Charleston County RMC Office in Book F-302 at page 043..

The Court: It is admitted without objection as Plaintiffs' exhibit ~~4~~ 10.

Q. Referring to Plaintiffs' exhibit 10, the derivation clause states that your aunt was deeded this property by Florence Fleming and others by deed dated February 28, 1991. Is that correct?

A. Yes, that is correct.

Q. Mr. Mathews, I show you this document. Can you identify it?

A. This is a copy of the deed to my aunt for lot C1.

Mr. McFarland: Your Honor I move the introduction of this document as Plaintiffs' exhibit 11 which is a deed to Perciel Edith Prioleau for Lot C1 from Florence Fleming, Virginia R. Brown, Ruth R. Craig, Julia A. Roper, Mildred Anderson, Ruby Roper, James A. Roper, III, Perciel R. DeLaine and Raymond Roper dated February 28, 1991 and recorded in Charleston County RMC Office in Book D-202 at page 705..

The Court: It is admitted without objection as Plaintiffs' exhibit 11.

Q. To your knowledge, has anyone claimed title, ownership or an interest in Lot C1 since it was conveyed to you?

A. No, not to my knowledge.

Q. Are there any mortgages or other liens against this property that you are aware of?

A. No, I am not aware of any liens.

Q. Have the property taxes been paid through the year 2006?

A. Yes, it has.

Q. Are you asking this Court to declare that you and your siblings are the sole owners of parcel 4 lot C1, TMS No. TMS No. 341-00-00-075?

A. Yes, I am.

Mr. McFarland: Your Honor, I have no further questions for Mr. Roper.

Ms. Small: I have no questions.

SWORN TO BY:

Hercules Mathews

HERCULES MATHEWS

by MS, Notary 6/4/07

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The Court: Mr. McFarland, do you have any further testimony.

Mr. McFarland: No, you Honor. That is Plaintiff's case.

The Court: Ms. Small, As Guardian ad Litem, I will hear from you.

By Veronica G. Small:

Your Honor, I was appointed the Guardian ad Litem for such Defendants who may be incompetent, insane or otherwise under any disability. I have reviewed the pleadings and the exhibits filed herein as well as the family tree provided by Plaintiff. Based on the information received, I have determined that there are no persons under any disability and that the Court should quiet the title to the five parcels of land as held by the current title owners identified in the complaint.

SWORN TO BY

Veronica G Small

VERONICA G. SMALL

by MF, MEE 6/4/07

By Mr. McFarland:

I have caused a search to be made of the record title to the subject property located in Charleston County, South Carolina. As the testimony reflects, the heirs of John L. Roper entered into a voluntary partition of the 11.95 acre tract of land in 1991. We have admitted the relevant deeds reflecting the passage of tile. It is primarily the failure of the administration of the estate of James L. Roper that has created the cloud on the title to these Plaintiffs and landowners. We would ask the court to determine that they are vested with fee simple title to the individual lots owned by them and that all others are barred from any claim of right title or interest in and to the 5 parcels of land. We would further ask that Master's deeds be issued confirming title to each parcel as follows:

Parcel 1 identified above as TMS No.: 341-00-00-029 to Herbert Brown

Parcel 2 identified above as TMS No.: 341-00-00-073 to Ruth R. Craig

Parcel 3 identified above as TMS No. 341-00-00-072 to Perciel R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper

Parcel 4 identified above as TMS No.: 341-00-00-075 to Hercules Matthews

Parcel 5 identified above as TMS No.: 341-00-00-074 to John W. Fleming

Thank you your Honor.

SWORN
By
Date 6/4/09

11. Confirmatory deed of Lot C-5 from Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office for Charleston County in Book T-631 at Page 283

BK T631PG283

MASTER'S DEED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

(Quiet Title)

To all whom these Presents shall concern:

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between RUTH R. CRAIG, et al. as plaintiff(s) and JOHN DOE AND MARY ROE, et al. as defendant(s), Case No. 07-CP-10-1185, by a Decree Quieting Title dated on June 13th, 2007, it was decreed that title to the property hereinafter described be confirmed in the grantee named below and that a deed from the Master in Equity for Charleston County be issued to the said grantee confirming said title on the terms and for the purposes mentioned in the Order granted in the case as by reference thereto will appear.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing Decree Quieting Title dated June 13th, 2007, have granted, bargained, sold, and released, and by these presents do grant and release unto the grantee, **HERBERT BROWN, 1861 Somerset Circle, Charleston, South Carolina, 29407**, the following described property:

ALL that certain piece, parcel or lot of land, situate, lying and being at the end of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 31,845.3 square feet of highland and six (6) acres of marshland, more or less, and known and designated as Lot C-5 on a plat entitled "Plat of the Subdivision of a 11.95 Acre Tract (5.95 Highland) owned by James Roper to Create 5 Lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, RLS, dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB at page 130 in the Office of the RMC for Charleston County.

BEING a portion of the property conveyed to James L. Roper, a/k/a James A. Roper, by Deed of Martha Green, Isabella Pinckney, Mary Anderson, and Benjamin Forrest dated July 11, 1930 and recorded in the Office of the RMC for Charleston County in Book J-34 at page 271.

TMS # 341-00-00-029

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

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 15th day of June, in the year of our Lord two thousand seven, and in the two hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED)
in the Presence of:)

Witness

Witness

Mikell R. Scarborough (L.S.)
Mikell R. Scarborough, Master in Equity
for Charleston County

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, Harriet G. Hendricks do hereby certify that Mikell R. Scarborough, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of June, 2007.

Notary Public for South Carolina
My commission expires: 7-21-13

BK T631PG285

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date:

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY **Mikell R. Scarborough, Master in Equity for Charleston County** TO **Herbert Brown** ON June 15, 2007.
3. Check one of the following: The DEED is
   (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be pain in Money or money's worth.
   (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) ___X___ EXEMPT from the deed recording fee because. (Exemption # 1) (Explanation if required) Quiet Title Action – Master's Deed (If Exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____
   (B) _____ The fee is computed on the fair market value of the realty which is $_____
   (C) _____ The fee is computed on the fair market value of the realty an established for property tax purposes which is $_____
5. Check YES _____ or NO_____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   (A_____ the amount listed m item 4 above.
   (B)_____ the amount listed m item 5 above. (no amount place zero)
   (C)_____ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70. I state that I am a responsible person who was connected with the transaction as: an attorney.
8. Check if Property other than Real Property is being transferred on this Deed.
   (A) _____Mobile Home
   (B) _____Other
9. _____ DEED OF DISTRIBUTION - ATTORNEY'S AFFDAVIT: 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 Rep. 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 that one thousand dollars or imprisoned not more than one year, or both.

Sworn this 9th day of July, 2007

Notary Public for S.C.
My Commission Expires: 8/08/2011

Signed: _____
~~Grantor, Grantee,~~ or Attorney that prepared this

Arthur C. McFarland
Type or Print Name here

BK T631PG286

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**



FILED

July 10, 2007

9:38:15 AM

BK T631PG283

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Arthur C. McFarland

P.O. Box 80609

Charleston SC 29416

Number of Pages: 4

DESCRIPTION	AMOUNT Mas/Con
Recording Fee	$ 10.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	
TOTAL	$ 10.00

$ Amount (In thousands):

DRAWER:

B - ECP

AUDITOR STAMP HERE

JUL 12 2007

PID VERIFIED BY ASSESSOR

REP

DATE JUL 12 2007

DO NOT STAMP BELOW THIS LINE

12. **Deed of Lot C-4 from Perceil R. Delaine, James A. Roper, III, Mildred R Anderson, Ruby Roper and Raymond Roper to Defendant Salaheddine Ezzaoudi executed on various dates in 2013 and recorded August 1, 2013, in the RMC Office for Charleston County in Book 349 at Page 974**

When Recorded, Return To:
Weeks & Irvine, LLC
8086-B Rivers Avenue
North Charleston, SC 29406

RMC Bk 0349 Pg 974 : pg 1 *

BP0349974

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **Perceil R. Delaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper** ["Grantor"], in the State aforesaid, for and in consideration of the sum of **FORTY FIVE THOUSAND AND 00/100, ($45,000.00) DOLLARS** to the Grantor, in hand paid at and before the sealing of these presents, by **SALAHEDDINE EZZAOUDI** ["Grantee"], in the State aforesaid, (the receipt of which 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 property (the "Property"):

All that certain piece, parcel or lot of land, situate, lying and being on the South Side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 24,0062.7 square feet of land, more or less and known and designated as Lot C4 on a plat entitled "Plat of the Subdivision of 11.95 acre tract (5.95 highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded December 31, 1990 in Plat Book CB at Page 130, RMC Office for Charleston County.

BEING the same property conveyed to Perciel R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper by Decree Quieting Title (Case No: 07-CP-10-1185) dated June 7, 2007 and filed in the Clerk of Court of Common Pleas on June 13, 2007 ordered by the Honorable Mikell R. Scarborough, Master In Equity for Charleston County and by Master's Deed dated June 15, 2007 and recorded July 10, 2007 in the RMC Office of Charleston County in Book T631 at Page 287.

TMS No: 341-00-00-072

GRANTEE'S ADDRESS: **630 Edentree Place**
Charleston, SC 29412

This conveyance is made subject to all obligations, restrictions, limitations, covenants, easements and other matters of record and governmental ordinances and regulations affecting the Property.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said GRANTEE and GRANTEE'S Successors and Assigns forever.

And the GRANTOR does hereby bind GRANTOR and GRANTOR'S Successors and Assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE and the GRANTEE'S Successors and Assigns against the GRANTOR and the GRANTOR'S Successors and those claiming through GRANTOR, but no others.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
13-20759P | Ezzaoudi
5/2013

WITNESS our hands and seals this 28th day of May in the year of our Lord Two Thousand Thirteen (2013) and in the Two Hundred Thirty-Seventh (237th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness #1

Perceil R. DeLaine

PERCEIL R. DELAINE

Witness #2

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me by Perceil R. Delaine on this 28th day of May, 2013.

Notary Public for: South Carolina
My Commission Expires: 9-11-18

13-2075SP - Ezzaoudi

WITNESS our hands and seals this 28th day of May in the year of our Lord Two Thousand Thirteen (2013) and in the Two Hundred Thirty-Seventh (237th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

JAMES A. ROPER III

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me by James A. Roper III on this 28th day of May, 2013.

Notary Public for: South Carolina
My Commission Expires:
13-2075SP - Ezzaoudi

WITNESS our hands and seals this 23 day of April, in the year of our Lord Two Thousand Thirteen (2013) and in the Two Hundred Thirty-Seventh (237th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Christine W. Barnes
WITNESS NO. 1

Mildred R. Anderson by her Attorney in fact Murrlyn Bond
Mildred R. Anderson by her
Attorney in Fact Murrlyn Bond

Denise M. Credle
WITNESS NO. 2/NOTARY

STATE OF Delaware)
) ACKNOWLEDGMENT
COUNTY OF New Castle)

THE FOREGOING instrument was acknowledged before me by **Mildred R. Anderson by her attorney in fact, Murrlyn Bond** on this the 23 day of April, 2013.

Denise M. Credle
Notary Public for DE
My Commission Expires: Dec 14, 2013
13-2075SP/Ezzaoudi

DENISE M. CREDLE
Notary Public
State of Delaware
My Commission Expires on Dec. 14, 2013

WITNESS our hands and seals this 28th day of May in the year of our Lord Two Thousand Thirteen (2013) and in the Two Hundred Thirty-Seventh (237th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness #1

Witness #2

Ruby Roper by her attorney in fact Perceil R. DeLaine

RUBY ROPER BY HER Attorney in fact Perceil R. Delaine

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me by Ruby Roper by her attorney in fact Perceil R. Delaine on this 28th day of May, 2013.

Notary Public for: South Carolina
My Commission Expires: 9-11-18

13-2075SP - Ezzaoudi

RMC Bk 0349 Pg 974 : pg 6 *

WITNESS our hands and seals this 28th day of May in the year of our Lord Two Thousand Thirteen (2013) and in the Two Hundred Thirty-Seventh (237th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

Raymond Roper
RAYMOND ROPER

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me by Raymond Roper on this 28th day of May, 2013.

Notary Public for: South Carolina
My Commission Expires: 9-11-18
13-2075SP - Ezzaoudi

STATE OF SOUTH CAROLINA) Date of Transfer of Title
) AFFIDAVIT May 28, 2013
COUNTY OF CHARLESTON)

RMC Bk 0349 Pg 974 : pg 7 *

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

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by Perceil R. Delaine , James A. Roper III, Mildred R. Anderson, Ruby Roper and Raymond Roper TO Salaheddine Ezzaoudi ON 05/28/13.

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 n/a_) (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 $45,000.00
(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)$45,000.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c)$45,000.00 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. 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

Mark W. Weeks or Robert L. Irvine, III
Joe Hand or Raymond W. Smith or Marshall Milligan
Print or Type Name Here

SWORN to before me this
05/28/13

Notary Public for South Carolina
My Commission expires: 3-25-15

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS IRVINE LLC

RECORDED

Date:	August 1, 2013
Time:	9:46:03 AM

Book	Page	DocType
0349	974	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:
DELAINE PERCEIL R ETAL

RECIPIENT:
EZZAOUDI SALAHEDDINE

Note:

Original Book:

Original Page:

# of Pages: 8

Recording Fee	$	10.00
State Fee	$	117.00
County Fee	$	49.50
Extra Pages	$	3.00
Postage	$	-
Chattel	$	-
TOTAL	$	179.50

DRAWER: Drawer 1
CLERK: KLH

AUDITOR STAMP HERE
RECEIVED FROM RMC
AUG - 2 2013
PETER J. TECKLENBURG
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP MK
DATE 8/5/13

0349	974	08/01/2013	8
Book	Page	Recorded Date	# Pgs

		D	09:46:03
Original Book	Original Page	Doc Type	Recorded Time

843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

RMC Bk 0349 Pg 974 : pg 8 *

13. **Confirmatory deed of Lot C-4 from Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 287**

MASTER'S DEED T631PG287

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

(Quiet Title)

To all whom these Presents shall concern:

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between RUTH R. CRAIG, et al. as plaintiff(s) and JOHN DOE AND MARY ROE, et al. as defendant(s), Case No. 07-CP-10-1185, by a Decree Quieting Title dated on June 13th, 2007, it was decreed that title to the property hereinafter described be confirmed in the grantees named below and that a deed from the Master in Equity for Charleston County be issued to the said grantees confirming said title on the terms and for the purposes mentioned in the Order granted in the case as by reference thereto will appear.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing Decree Quieting Title dated June 13th, 2007, have granted, bargained, sold, and released, and by these presents do grant and release unto the grantees, **PERCEIL R. DELAINE, JAMES A. ROPER, III, MILDRED R. ANDERSON, RUBY ROPER, AND RAYMOND ROPER, c/o 13 Held Circle, Charleston, South Carolina, 29412,** the following described property:

ALL that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 24,062.7 square feet, more or less, and known and designated as Lot C4 on a plat entitled "Plat of the Subdivision of a 11.95 Acre Tract (5.95 Highland) owned by James Roper to Create 5 Lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, RLS, dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB at page 130 in the Office of the RMC for Charleston County.

BEING a portion of the property conveyed to James L. Roper, a/k/a James A. Roper, by Deed of Martha Green, Isabella Pinckney, Mary Anderson, and Benjamin Forrest dated July 11, 1930 and recorded in the Office of the RMC for Charleston County in Book J-34 at page 271.

TMS # 341-00-00-072

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

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 15th day of June, in the year of our Lord two thousand seven, and in the two hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED)
in the Presence of:)

January E Oneale
Witness

Harriet G Hendricks
Witness

Mikell R. Scarborough (L.S.)
Mikell R. Scarborough, Master in Equity
for Charleston County

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, Harriet G. Hendricks, do hereby certify that Mikell R. Scarborough, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of June, 2007.

Harriet G Hendricks
Notary Public for South Carolina
My commission expires: 7-21-13

BK T631PG289

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) **AFFIDAVIT**

Date of Transfer of Title
Closing Date:

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY **Mikell R. Scarborough, Master in Equity for Charleston County** TO **Percil R. DeLaine, James A. Roper, III, Mildred R. Anderson, Ruby Roper and Raymond Roper** ON June 15, 2007.
3. Check one of the following: The DEED is
   (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be pain in Money or money's worth.
   (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) ___X___ EXEMPT from the deed recording fee because. (Exemption # 1) (Explanation if required) Quiet Title Action – Master's Deed (If Exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____
   (B) _____ The fee is computed on the fair market value of the realty which is $_____
   (C) _____ The fee is computed on the fair market value of the realty an established for property tax purposes which is $_____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   (A_____ the amount listed m item 4 above.
   (B) _____ the amount listed m item 5 above. (no amount place zero)
   (C) _____ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70. I state that I am a responsible person who was connected with the transaction as: an attorney.
8. Check if Property other than Real Property is being transferred on this Deed.
   (A) _____Mobile Home
   (B) _____Other
9. _____ DEED OF DISTRIBUTION - ATTORNEY'S AFFDAVIT: 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 Rep. 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 that one thousand dollars or imprisoned not more than one year, or both.

Sworn this 9th day of July, 2007

_____
Notary Public for S.C.
My Commission Expires: 8/28/2011

Signed: _____
~~Grantor, Grantee~~, or Attorney that prepared this

Arthur C. McFarland
Type or Print Name here

BK T631PG290

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**



FILED

July 10, 2007

9:38:16 AM

BK T631PG287

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Arthur C. McFarland

P.O. Box 80609

Charleston SC 29416

Number of Pages: 4

DESCRIPTION	AMOUNT Mas/Con
Recording Fee	$ 10.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	
TOTAL	$ 10.00

$ Amount (in thousands):

DRAWER:

B - ECP

AUDITOR STAMP HERE

JUL 12 2007

PID VERIFIED BY ASSESSOR

REP

DATE JUL 12 2007

DO NOT STAMP BELOW THIS LINE

14. Deed of Lot C-3 from Ruth R. Craig, by her attorney in fact Percile DeLaine, to Defendants Ashley Roberts and Jeremy Cook dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 712

Return to:
Babb Law Firm
49 Immigration Street, Suite 200
Charleston, SC 29403

BK J 638PG712

State of South Carolina)
)
County of Charleston)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **Ruth R. Craig, by her attorney in fact Percile DeLaine**, (hereinafter called "Grantor"), in consideration of **Forty Thousand and 00/100 Dollars ($40,000.00)**, to the Grantor in hand paid at and before the sealing of these presents, by Ashley Roberts and Jeremy Cook (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

Ashley Roberts and Jeremy Cook, his/her heirs and assigns forever, in fee simple,

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 1558 Folly Road
Charleston, SC 29412

TMS No.: 341-00-00-073

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice

versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the 6th day of September, 2007.

SIGNED, SEALED AND DELIVERED
in the presence of:

Ruth R. Craig, by her attorney in fact
Ruth R. Craig, by her attorney in fact
Percile DeLaine
Percil R. DeLaine

State of South Carolina)
) ACKNOWLEDGMENT
County of Charleston)

THE FOREGOING instrument was acknowledged before me by **Ruth R. Craig, by her attorney in fact Percile DeLaine**, on this 6th day of September, 2007.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires:_____

ELLEN BABB
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
SEPT
25
2013

Legal Description

All that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 23,669.9 square feet, more or less, and known and designated as Lot C3 on a plat entitled "Plat of the Subdivision of a 11.95 tract (5.95 Highland) owned by James Roper to Create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB, Page 130, RMC Office for the County of Charleston.

BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to Ruth Craig dated June 15, 2007 and recorded July 10, 2007 in Deed Book T631 at Page 279.

BK J 638PG715

STATE OF SOUTH CAROLINA)
) Date of Transfer of Title
) September 6, 2007
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

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

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by RUTH R. CRAIG, TO ASHLEY ROBERTS and JERMEY COOK on September 6, 2007.

3. Check one of the following: The deed is:
(a)_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)_____subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c)_____EXEMPT from the deed recording fee because _____ (Explanation, if required)_____. (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 $40,000.00.
(b)_____The fee is computed on the fair market value of the realty, which is _____.
(c)_____The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES____ or NO____ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is _____.

6. The DEED Recording Fee is computed as follows:
(a)$40,000.00 the amount listed in Item #4 above
(b)_____ the amount listed on Item #5 above (no amount, place zero)
(c)$40,000.00 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 Attorney.

8. Check if Property other than Real Property is being transferred on this Deed:
(a)_____ Mobile Home
(b)_____ Other

9. 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
Ellen H. Babb, Attorney

Connected with this Transaction
SWORN to before me this
6th day of September, 2007.

_____
Notary Public for South Carolina
My commission expires:

AMBER H. ANTEL NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES FEBRUARY 21, 2017

BK J 638PG716

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

FILED

September 11, 2007

4:02:02 PM

BK J 638PG712

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Babb Law Firm
49 Immigration St.
Suite 200
Charleston SC 29403

Number of Pages: 5

DESCRIPTION	AMOUNT
Recording Fee	$ 10.00
State Fee	$ 104.00
County Fee	$ 44.00
Postage	
TOTAL	$ 158.00

$ Amount (in thousands): 40

DRAWER: C - slw

AUDITOR STAMP HERE

SEP 14 2007

PID VERIFIED BY ASSESSOR

REP

SEP 14 2007

DATE

DO NOT STAMP BELOW THIS LINE

15. **Confirmatory deed of Lot C-3 from Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 279**

MASTER'S DEED BK T631PG279

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

(Quiet Title)

To all whom these Presents shall concern:

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between RUTH R. CRAIG, et al. as plaintiff(s) and JOHN DOE AND MARY ROE, et al. as defendant(s), Case No. 07-CP-10-1185, by a Decree Quieting Title dated on June 13th, 2007, it was decreed that title to the property hereinafter described be confirmed in the grantee named below and that a deed from the Master in Equity for Charleston County be issued to the said grantee confirming said title on the terms and for the purposes mentioned in the Order granted in the case as by reference thereto will appear.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing Decree Quieting Title dated June 13th, 2007, have granted, bargained, sold, and released, and by these presents do grant and release unto the grantee, **RUTH CRAIG, 1638 78th Avenue, Baton Rouge, Louisiana, 70807-5415**, the following described property:

ALL that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 23,669.9 square feet, more or less, and known and designated as Lot C3 on a plat entitled "Plat of the Subdivision of a 11.95 Acre Tract (5.95 Highland) owned by James Roper to Create 5 Lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, RLS, dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB at page 130 in the Office of the RMC for Charleston County.

BEING a portion of the property conveyed to James L. Roper, a/k/a James A. Roper, by Deed of Martha Green, Isabella Pinckney, Mary Anderson, and Benjamin Forrest dated July 11, 1930 and recorded in the Office of the RMC for Charleston County in Book J-34 at page 271.

TMS # 341-00-00-073

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

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 15th day of June, in the year of our Lord two thousand seven, and in the two hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED)
in the Presence of:)

January E. Sneall
Witness

Harriet G. Hendricks
Witness

Mikell R. Scarborough (L.S.)
Mikell R. Scarborough, Master in Equity
for Charleston County

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, Harriet G. Hendricks, do hereby certify that Mikell R. Scarborough, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of June, 2007.

Harriet G. Hendricks
Notary Public for South Carolina
My commission expires: 7-21-13

BK T631PG281

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date:

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred **BY Mikell R. Scarborough, Master in Equity for Charleston County TO Ruth Craig** ON June 15, 2007.
3. Check one of the following: The DEED is
   (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be pain in Money or money's worth.
   (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) __X__ EXEMPT from the deed recording fee because. (Exemption # 1) (Explanation if required) Quiet Title Action – Master's Deed (If Exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____
   (B) _____ The fee is computed on the fair market value of the realty which is $_____
   (C) _____ The fee is computed on the fair market value of the realty an established for property tax purposes which is $_____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   (A_____ the amount listed m item 4 above.
   (B) _____ the amount listed m item 5 above. (no amount place zero)
   (C) _____ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70. I state that I am a responsible person who was connected with the transaction as: an attorney.
8. Check if Property other than Real Property is being transferred on this Deed.
   (A) _____Mobile Home
   (B) _____Other
9. _____ DEED OF DISTRIBUTION - ATTORNEY'S AFFDAVIT: 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 Rep. 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 that one thousand dollars or imprisoned not more than one year, or both.

Sworn this 9th day of July, 2007

_____
Notary Public for S.C.
My Commission Expires: 8/28/2011

Signed: _____
Grantor, Grantee, or **Attorney that prepared this**

Arthur C. McFarland
Type or Print Name here

BK T631PG282

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

FILED

July 10, 2007

9:38:14 AM

BK T631PG279

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Arthur C. McFarland

P.O. Box 80609
Charleston SC 29416

Number of Pages: 4

DESCRIPTION	AMOUNT Mas/Con
Recording Fee	$ 10.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	
TOTAL	$ 10.00

AUDITOR STAMP HERE

JUL 12 2007

PID VERIFIED BY ASSESSOR

REP

DATE JUL 12 2007

$ Amount (in thousands):

DRAWER:

B - ECP

DO NOT STAMP BELOW THIS LINE

16. Deed of Lot C-2 from John W. Fleming to Defendants Ashley Roberts and Jeremy Cook dated September 6, 2007, and recorded September 11, 2007, in the RMC Office for Charleston County in Book J638 at Page 717

BK J 638PG717

Return to:
Babb Law Firm
49 Immigration Street, Suite 200
Charleston, SC 29403

State of South Carolina)
) TITLE TO REAL ESTATE
County of Charleston)

KNOW ALL MEN BY THESE PRESENTS, that **John W. Fleming**, (hereinafter called "Grantor"), in consideration of **Sixty One Thousand and 00/100 Dollars ($)**, to the Grantor in hand paid at and before the sealing of these presents, by Ashley Roberts and *Jeremy Cook (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

Ashley Roberts and *Jeremy Cook, his/her heirs and assigns forever, in fee simple,

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 1558 Folly Road
Charleston, SC 29412

TMS No.: 341-00-00-074

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice

versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the 6th day of September, 2007.

SIGNED, SEALED AND DELIVERED
in the presence of:

John W. Fleming

John W. Fleming

State of South Carolina)
)
County of Charleston)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me by **John W. Fleming**, on this 6th day of September, 2007.

(SEAL)
Notary Public for South Carolina
My Commission Expires:

LINDEN BABB NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES SEPT 25 2013

BK J 638PG719

Legal Description

All that certain piece, parcel or lot of land, situate, lying and being on the south side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 1.26 acres, more or less, and known and designated as Lot C2 on a plat entitled "Plat o the Subdivision of a 11.95 acre tract (5.95 Highland) owned by James Roper to create 5 lots on James Island, Charleston County, South Carolina" made by F. Elliotte Quinn, III, R.L.S., dated January 9, 1989 and recorded on December 31, 1990, in Plat Book CB, Page 130, in the RMC Office of the County of Charleston.

BEING the same property conveyed by Deed from Mikell R. Scarborough, as Master in Equity for Charleston County, to John Fleming dated June 15, 2007 and recorded in Deed Book T631 at Page 275..

BK J 638PG720

STATE OF SOUTH CAROLINA)
) Date of Transfer of Title
) September 6, 2007
) AFFIDAVIT
COUNTY OF CHARLESTON)

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

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by JOHN W. FLEMING TO ASHLEY ROBERTS on September 6, 2007.

3. Check one of the following: The deed is:
(a)_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)_____subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c)_____EXEMPT from the deed recording fee because _____ (Explanation, if required)_____. (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 $61,000.00.
(b)_____The fee is computed on the fair market value of the realty, which is _____.
(c)_____The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES____ or NO____ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is _____.

6. The DEED Recording Fee is computed as follows:
(a)$61,000.00 the amount listed in Item #4 above
(b)_____the amount listed on Item #5 above (no amount, place zero)
(c)$61,000.00 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 Attorney.

8. Check if Property other than Real Property is being transferred on this Deed:
(a)_____ Mobile Home
(b)_____ Other

9. 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
Ellen H. Babb, Attorney

Connected with this Transaction
SWORN to before me this
6th day of September, 2007.

~~Sara Elaine Redfearn~~ Amber H. Antel
Notary Public for South Carolina
My commission expires: ~~10/6/15~~

AMBER H. ANTEL NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES FEBRUARY 21, 2017

BK J 638PG721

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

FILED

September 11, 2007

4:02:48 PM

BK J 638PG717

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Babb Law Firm
49 Immigration St.
Suite 200
Charleston SC 29403

Number of Pages: 5

DESCRIPTION	AMOUNT
Recording Fee	$ 10.00
State Fee	$ 158.60
County Fee	$ 67.10
Postage	
TOTAL	$ 235.70

AUDITOR STAMP HERE

SEP 14 2007

PID VERIFIED BY ASSESSOR

REP

DATE SEP 14 2007

$ Amount (in thousands): 61

DRAWER: C - slw

DO NOT STAMP BELOW THIS LINE

17. **Confirmatory deed of Lot C-2 from Mikell R. Scarborough, Master-in-Equity for Charleston County, dated June 15, 2007, and recorded July 10, 2007, in the RMC Office of Charleston County in Book T631 at Page 275**

MASTER'S DEED BK T631PG275

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

(Quiet Title)

To all whom these Presents shall concern:

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between RUTH R. CRAIG, et al. as plaintiff(s) and JOHN DOE AND MARY ROE, et al. as defendant(s), Case No. 07-CP-10-1185, by a Decree Quieting Title dated on June 13th, 2007, it was decreed that title to the property hereinafter described be confirmed in the grantee named below and that a deed from the Master in Equity for Charleston County be issued to the said grantee confirming said title on the terms and for the purposes mentioned in the Order granted in the case as by reference thereto will appear.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing Decree Quieting Title dated June 13th, 2007, have granted, bargained, sold, and released, and by these presents do grant and release unto the grantee, **JOHN FLEMING, 2020 Bradham Road, Charleston, South Carolina, 29412**, the following described property:

ALL that certain piece, parcel or lot of land, situate, lying and being on the South side of Roper Road, James Island, County of Charleston, State of South Carolina, measuring and containing 1.26 acres, more or less, and known and designated as Lot C2 on a plat entitled "Plat of the Subdivision of a 11.95 Acre Tract (5.95 Highland) owned by James Roper to Create 5 Lots on James Island, Charleston County, South Carolina", made by F. Elliotte Quinn, III, RLS, dated January 9, 1989, and recorded on December 31, 1990 in Plat Book CB at page 130 in the Office of the RMC for Charleston County.

BEING a portion of the property conveyed to James L. Roper, a/k/a James A. Roper, by Deed of Martha Green, Isabella Pinckney, Mary Anderson, and Benjamin Forrest dated July 11, 1930 and recorded in the Office of the RMC for Charleston County in Book J-34 at page 271.

TMS # 341-00-00-074

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

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 15th day of June, in the year of our Lord two thousand seven, and in the two hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED)
in the Presence of:)

January E. Deall
Witness

Harriet G. Hendricks
Witness

M. Mikell A. Scarborough (L.S.)
Mikell R. Scarborough, Master in Equity
for Charleston County

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, Harriet G. Hendricks do hereby certify that Mikell R. Scarborough, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of June, 2007.

Harriet G. Hendricks
Notary Public for South Carolina
My commission expires: 7-21-13

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date:

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY **Mikell R. Scarborough, Master in Equity for Charleston County TO John Fleming ON** June 15, 2007.
3. Check one of the following: The DEED is
   (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be pain in Money or money's worth.
   (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) ___X___ EXEMPT from the deed recording fee because. (Exemption # 1) (Explanation if required) Quiet Title Action – Master's Deed (If Exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____
   (B) _____ The fee is computed on the fair market value of the realty which is $_____
   (C) _____ The fee is computed on the fair market value of the realty an established for property tax purposes which is $_____.
5. Check YES _____ or NO_____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   (A_____ the amount listed m item 4 above.
   (B) _____ the amount listed m item 5 above. (no amount place zero)
   (C) _____ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70. I state that I am a responsible person who was connected with the transaction as: an attorney.
8. Check if Property other than Real Property is being transferred on this Deed.
   (A) _____Mobile Home
   (B) _____Other
9. _____ DEED OF DISTRIBUTION - ATTORNEY'S AFFDAVIT: 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 Rep. 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 that one thousand dollars or imprisoned not more than one year, or both.

Sworn this 9th day of July, 2007

Notary Public for S.C.
My Commission Expires: 6/28/2011

Signed:
Grantor, Grantee, or **Attorney that prepared this**

Arthur C. McFarland
Type or Print Name here

BK T631PG278

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**



FILED

July 10, 2007

9:38:13 AM

BK T631PG275

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Arthur C. McFarland

P.O. Box 80609

Charleston SC 29416

Number of Pages: 4

DESCRIPTION	AMOUNT Mas/Con
Recording Fee	$ 10.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	
TOTAL	$ 10.00

AUDITOR STAMP HERE

JUL 12 2007

PID VERIFIED BY ASSESSOR

REP

DATE JUL 12 2007

$ Amount (in thousands):

DRAWER:

B - ECP

DO NOT STAMP BELOW THIS LINE