THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

---

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Mikell R. Scarborough, Master-In-Equity

---

Case No. 2014-CP-10-5608
Appellate Case No. 2016-000886

---

James Bradley Williams and Robert Blair Kline, Jr. ..... Petitioners,

v.

Merle S. Tamsberg ..... Respondent.

---

# PETITION FOR WRIT OF CERTIORARI

---

Robert A. Kerr, Jr.
Lesley A. Firestone
MOORE & VAN ALLEN, PLLC
78 Wentworth Street
Charleston, SC 29401
(843) 579-7000

*Attorneys for Petitioners*

Other Counsel of Record:

David M. Swanson, Esquire
Jane C. Bouch, Esquire
HAYNSWORTH SINKLER BOYD, PA
134 Meeting Street, 3rd Floor
Charleston, SC 29401
Email: dswanson@hsblawfirm.com
Email: jbouch@hsblawfirm.com
(843) 722-3366

Matthew Tillman, Esquire
WOMBLE CARLYLE SANDRIDGE & RICE, LLP
5 Exchange Street
Charleston, SC 29401
Email: mtillman@wcsr.com
(843) 722-3400

*Attorneys for Respondent*

## TABLE OF CONTENTS

## CERTIFICATE OF COUNSEL

Counsel for Petitioners certify that the Petition for Rehearing was made and finally ruled on by the Court of Appeals on December 13, 2018.

## QUESTION PRESENTED

1. Did the Court of Appeals err in affirming the grant of summary judgment in favor of Respondent on the basis that the easement is an easement appurtenant, rather than an easement in gross, when there is no terminus on 47 Legare, the dominant estate, and the easement is not essentially necessary to the enjoyment of 47 Legare?

## STATEMENT OF THE CASE

### A. Statement of Facts

This case concerns a dispute over the existence of an easement. The properties involved are located at 45 and 47 Legare Street in the City of Charleston, South Carolina. (R. pp. 1, 170-76). Prior to 1911, 45 and 47 Legare Street comprised one property. (R. p. 1). In 1911, the owner W.G. Hinson divided the property, conveying to his niece Julia R. Dill the northern portion of the property, the parcel currently being identified as 47 Legare, and reserving for himself the southern portion, now known as 45 Legare. (R. pp. 1-2, 157-58). In the conveyance to Julia Dill, Hinson also conveyed "the full and free use and enjoyment as an easement to run with the land of the right of ingress, egress, and regress, in, over, and through and upon the alleyway eight (8) feet wide, as a drive way or carriage way, situate, lying being immediately to the south of the above described property, and being the southern boundary of said above described lot of land." (R. pp. 1-2, 157-58). This language is the genesis of the dispute. By its terms, the easement ran from Legare Street to the western property line of 45 Legare. (R. pp. 157-58).

Hinson died in 1917, and in 1919, his estate conveyed 45 Legare to his nieces Julia Dill, Pauline Dill, and Frances Dill. (R. pp. 159-61). Julia Dill and Frances Dill conveyed their interests to Pauline Dill, and on November 2, 1936, Pauline Dill conveyed 45 Legare to Henry deSaussure,

by deed recorded in Book F39 at Page 461 in the Charleston County R.M.C. (R. pp. 162-63). There is no reference to the easement in the conveyance. (R. pp. 162-63). Julia Dill remained the owner of 47 Legare.

45 Legare descended through the deSaussure family. When Julia Dill died in 1970, title to 45 Legare was vested in Margarette deSaussure Black, one of Henry deSaussure's daughters (hereinafter "Black"). (R. p. 164). South Carolina National Bank (the "Bank") was named executor of Julia Dill's estate and trustee of all assets. (R. p. 164). In 1971, stating that "a question ha[d] arisen as to the extent of said easement," the Bank conveyed the western portion of the easement to Black for consideration of one hundred dollars. (R. pp. 164-67). The deed references a Cummings and McCrady plat for the description of the conveyance. (R. p. 164). On the referenced plat, the section severed from the former easement is enclosed within the letters F, C, G, H, F. (R. pp. 164, 177).

On the same day, Black executed a Covenant for 45 Legare, which "reaffirm[ed] the existence of said easement, to the extent as agreed upon by the parties," referencing the same Cummings and McCrady plat the Bank did in its conveyance of the same date to her. (R. pp. 165-68). Black also covenanted that no structure would be erected within the easement and no obstruction would be placed thereon. (R. pp. 165-68). The area encumbered by the easement is shown "enclosed within the letters B, E, F, H, B, the line F, H being the terminus thereof." (R. p. 177).

On July 8, 1971, the Bank conveyed 47 Legare to Nancy Linton, which is "shown within the lines lettered AB, BC, CD, and DA" on the Cummings and McCrady plat. (R. pp. 169, 177). The Bank's conveyance of 47 Legare to Nancy Linton also included the easement over 45 Legare, defined as enclosed by the letters B, E, F, H, B on the Cummings and McCrady plat, for a driveway

or carriageway as previously conveyed by W.G. Hinson to Julia Dill. (R. pp. 169, 177). Linton conveyed 47 Legare to Merle and William Tamsberg on May 11, 1988. (R. pp. 170-173). The deed described 47 Legare as "more particularly shown within the lines lettered AB, BC, CD, and DA, on a plat thereof by Cummings & McCrady, Inc., dated February 1971," and also included "an easement, to run with the land, over an adjoining strip of land shown on [the Cummings and McCrady] plat as enclosed within the letters B, E, F, H, and B, for ingress, egress, and regress, in, over, or through, and upon the said strip of land as a driveway or carriageway for the owner of Number 47." (R. pp. 170-173, 177). Merle Tamsberg, the Respondent in this action, is the current owner of 47 Legare. (R. pp. 170-173).

Black died testate in 1997. (R. pp. 174-76). Her sons and legatees conveyed 45 Legare to James Bradley Williams and Robert Blair Kline, Jr. ("Williams and Kline"), Petitioners in this action, on May 17, 2004. (R. pp. 174-76). The easement was not mentioned in the deed to Williams and Kline. (R. pp. 174-76).

**B. Procedural History**

On September 12, 2014, Petitioners filed their Summons and Complaint in the Court of Commons Pleas for Charleston County, South Carolina, seeking a declaratory judgment as to the viability of an alleged easement encumbering their property. (R. pp. 13-17). Respondent answered the Complaint, denying all claims and raising affirmative defenses. Subsequently, Petitioners filed and served their Amended Complaint, and Respondent timely answered. (R. pp. 18-23). Thereafter, the parties engaged in limited discovery and then consented to a reference to the Charleston County Master in Equity (the "Master").

The Master issued a scheduling order for the case providing that dispositive motions would be heard on March 2, 2016, and a trial date set thereafter. On February 10, 2016, Petitioners filed

their Motion for Summary Judgment and a supporting Memorandum and Affidavit. (R. pp. 24-62). On February 22, 2016, Respondent filed its Motion for Summary Judgment, and on March 1, 2016, served a memorandum in support of its Motion for Summary Judgment and in opposition to Petitioners' Motion for Summary Judgment and a supporting Memorandum. (R. pp. 63-88). A hearing was held on Petitioners' Motion for Summary Judgment on March 2, 2016, and a hearing was held on Respondent's Motion for Summary Judgment on March 11, 2016, before the Master. (R. pp. 89-149). On March 29, 2016, the Master entered an Order granting Respondent's Motion for Summary Judgment and denying Petitioners' Motion for Summary Judgment (the "Order"). (R. pp. 1-12).

On April 25, 2016, Petitioners filed their Notice of Appeal of the Master's Order. On September 19, 2018, the Court of Appeals filed Opinion No. 5596, which affirmed the Master's Order. (App. pp. 230-43). In affirming the Master's Order, the Court of Appeals ruled that the easement was an easement appurtenant because there is a terminus on 47 Legare and the easement is essentially necessary to the enjoyment of 47 Legare, the dominant estate. (App. pp. 230-43).

Petitioners timely sought rehearing. (App. pp. 252-58). The Court of Appeals requested that Respondent file a return to Petitioner's Petition for Rehearing. Respondent filed her Return on October 18, 2018. (App. pp. 252-58). The Court of Appeals denied the Petition for Rehearing. (App. pp. 259-60). This Petition follows.

## STANDARD OF REVIEW

Rule 242 of the South Carolina Appellate Court Rules sets forth certain circumstances which weigh in favor of this Court issuing a writ of certiorari to review a decision of the Court of Appeals. Among those circumstances are where: there are novel questions of law; there is a dissent in the decision of the Court of Appeals; the decision of the Court of Appeals is in conflict with a

prior decision of the Supreme Court; substantial constitutional issues are involved; and a federal question is included and the decision of the Court of Appeals conflicts with a decision of the United States Supreme Court. Rule 242(b), SCACR. Rule 242(b), SCACR, makes clear that the Court is not limited by the stated reasons within the rule as those reasons do not fully measure this Court's discretion or power to grant review of a case.

## ARGUMENTS

### I. IN CONCLUDING THAT THE EASEMENT IN QUESTION IS AN EASEMENT APPURTENANT AND NOT AN EASEMENT IN GROSS, THE COURT OF APPEALS CONTRADICTS AND MISAPPLIES SOUTH CAROLINA SUPREME COURT AND COURT OF APPEALS CASE LAW REGARDING THE GRANT OF AN EASEMENT.

Determining whether an easement is in gross or appurtenant is a question in equity because it involves the extent of a grant of an easement. *Rhett v. Gray*, 401 S.C. 478, 492, 736 S.E.2d 873, 881 (Ct. App. 2012). On appeal in an action in equity, the appellate court may find facts in accordance with its views of the preponderance of the evidence. *Grosshuesch v. Cramer*, 367 S.C. 1, 4, 623 S.E.2d 833, 834 (2005). Thus, this Court may reverse a factual finding by the trial court in such cases when the petitioner satisfies the Court that the finding is against the greater weight of the evidence. *Campbell v. Carr*, 361 S.C. 258, 263, 603 S.E.2d 625, 627 (Ct. App. 2004).

Easements are either appurtenant or in gross.[1] An easement in gross is a mere personal privilege to use the land of another and cannot be transferred. *Windham v. Riddle*, 381 S.C. 192, 202, 672 S.E.2d 578, 583 (2009); *see also Rhett*, 401 S.C. at 492, 736 S.E.2d at 881. An appurtenant easement is one that "inheres in the land to which it is appurtenant, is essentially necessary to its enjoyment, and passes with it. An essential feature of a right of way appurtenant is that it must have one of its termini on the land to which it is claimed to be appurtenant." *Whaley*

[1] A third type of easement is a commercial easement in gross, but that is not applicable to this dispute.

*v. Stevens*, 21 S.C. 221 (1884); *accord. Windham,* 381 S.C. at 202, 672 S.E.2d at 583; *Sandy Island Corp. v. Ragsdale,* 246 S.C. 414, 420, 143 S.E.2d 803, 806 (1965); *Rhett,* 401 S.C. at 492, 736 S.E.2d at 881; *Ballington v. Paxton,* 327 S.C. 372, 380, 488 S.E.2d 882, 887 (Ct. App. 1997).

Here, the Bank asked Black for an affirmation of the easement in 1971, an act that leads to the inference the Bank was uncertain the original easement granted in 1911 by Hinson was transferable, or in other words, whether the original easement was a mere easement in gross. Black reaffirmed the existence of the encumbering easement in 1971 "to the extent as agreed upon by the parties." (R. pp. 165-68). What was the extent of the original grant of easement and was it in gross or appurtenant? Was it transferable? The answer to the questions is found in the definition of an appurtenant easement and the plats in the record.

**A. The Court of Appeals erred in concluding the easement is appurtenant rather than in gross because there is no terminus on the dominant estate.**

"Unless an easement has all the elements necessary to be an appurtenant easement, it will be characterized as a mere easement in gross." *Springob v. Farrar*, 334 S.C. 585, 589, 514 S.E.2d 135, 137 (Ct. App. 1999) (citing *Tupper v. Dorchester Cnty.,* 326 S.C. 318, 487 S.E.2d 187 (1997)). "The absence of a terminus on [the dominant estate] is fatal to [the] claim of an appurtenant easement." *Shia v. Pendergrass,* 222 S.C. 342, 351, 72 S.E.2d 699, 703 (1952); *see also Springob*, 334 S.C. at 589, 514 S.E.2d at 137; *Windham,* 381 S.C. at 202, 672 S.E.2d at 583 (finding an easement to be in gross because the requirement of a terminus on the dominant estate was not met).

The decision of the Court of Appeals expressly acknowledges "[t]he easement described in the 1911 Deed was located entirely on 45 Legare and ran from Legare Street to the western lot line that bordered the Saint Peter's graveyard wall." *Williams v. Tamsberg*, Op. No. 5596 (S.C.Sup.Ct. filed Sept. 19, 2018) (Shearhouse Adv.Sh. No. 37 at 38). South Carolina case law

establishes that the absence of a terminus on the dominant estate is fatal to the claim of an appurtenant easement. *See Shia,* 222 S.C. at 351, 72 S.E.2d at 703. As a result, the Court of Appeals should have held that the 1911 Deed created an easement in gross, rather than an easement appurtenant, because the easement did not have a terminus on 47 Legare.

The 1911 Deed described the easement as an "alleyway eight (8) feet wide . . . situate, lying and being immediately to the south of [47 Legare], and being the southern boundary of said [47 Legare,]" which lay entirely on the servient estate, now known as 45 Legare. (R. pp. 1-2, 157-58). The site of the original easement is confirmed by the 1971 Cummings and McCrady plat, depicting the original easement as enclosed within the letters B, E, F, G, C, H, and B (R. p. 177), and the Covenant executed by Black in 1971. (R. pp. 165-68). The 1971 Cummings and McCrady plat shows that the easement ran from Legare Street to the western lot line of 45 Legare and at no point entered 47 Legare. (R. p. 177). Thus, there was never a terminus on 47 Legare; the termini being Legare Street and the western lot line of 45 Legare. *See Shia,* 222 S.C. at 351, 72 S.E.2d at 703 ("The absence of a terminus on [the dominant estate] is fatal to [the] claim of an appurtenant easement."). Accordingly, the 1911 Deed created an easement in gross, which is a personal privilege to the owner of the land benefitted by the easement and is not transferable. *See Rhett,* 401 S.C. at 492, 736 S.E.2d at 881. As such, the easement in gross on 47 Legare expired upon Julia Dill's death in 1970.

Here, the trial court relied on *Whaley v. Stevens*, 21 S.C. 221 (1884), to conclude that Respondent and her predecessors in title enjoyed an easement appurtenant. *Whaley*, however, is, at best, unclear on the issue of a terminus or the definition thereof. In a dispute in Greenville County over a reserved alleyway from street to lot line, the alleyway lying totally on the servient estate, the South Carolina Supreme Court found that the easement was in gross for lack of a

terminus on the dominant estate. *Steele v. Williams,* 204 S.C. 124, 131, 28 S.E.2d 644, 647 (1944). The easement was created by reciprocal deeds, and both the grantor and the grantee stated the easement was "being reserved for the joint use of the grantor and grantee, their heirs and assigns forever." *Id.* at 127, 28 S.E.2d at 645. The property under easement was an alley, twelve feet wide that entered the servient estate from the street and ended at the lot line opposite the point of entry. *Id.* A dispute arose when the property was subdivided, and the owner of one of the new lots sought to maintain access to his property via the alleyway. After finding the easement could not be an appurtenant easement because its terminus was not on the proposed dominant estate, the court then addressed the reservation language in the deeds:

> [t]he fact that the words "heirs and assigns forever" were used does not and cannot change an easement in gross to an easement appurtenant to land. Even if it were admitted that the use of the words "heirs and assigns forever" connoted an intention of the parties to create an easement appurtenant to land, it would bring no advantage to the appellant. For to so do would contravene an established rule of law, and whatever may have been the intentions of the parties, it must yield to this rule of law so well established in this State. This alley way lies wholly on the land of respondent. It touches appellant's lot only as a boundary. To hold that said alley was appurtenant to appellant's land would be to disregard well established rules of law, and condemn land owned solely by respondent to the perpetual use of others.

*Id.* at 132, 28 S.E.2d at 647; *see also Ballington v. Paxton,* 327 S.C. 372, 381, 488 S.E.2d 882, 887 (Ct. App. 1997).

An easement cannot be transformed from an easement in gross to an appurtenant easement by the words "heirs and assigns forever." If the easement as created is an easement in gross, the grantor cannot change the nature of the easement by the words "to run with the land." Because the subject easement does not terminate on the dominant estate, and thus, cannot be an appurtenant easement, the words "to run with the land" can have no effect. To find otherwise would disregard established law requiring an appurtenant easement to have a terminus on the dominant estate.

Further, Black's affirmation in the Covenant of April 5, 1971, was limited to "the extent as agreed upon by the parties"; it did not add anything to the existing easement. (R. pp. 165-68). Rather, the conveyance from the Bank to Black actually shortened the length of the easement, and it did not create a terminus on 47 Legare. (R. pp. 164, 177). Instead of the terminus being the western lot line of 45 Legare, the 1971 Covenant stated that the new "terminus thereof" would be "the line F, H" as depicted on the Cummings and McCrady plat. (R. pp. 166, 177). Line F, H lies completely on 45 Legare. (R. pp. 164-66, 177). Accordingly, the easement remained as an easement in gross because there was still no terminus on 47 Legare, the dominant estate. Therefore, the Court of Appeals erred in concluding that the easement is appurtenant to 47 Legare because there is no terminus on 47 Legare.

**B. The Court of Appeals erred in holding that the easement is an appurtenant easement because it is not essentially necessary to the enjoyment of the dominant estate.**

Not only must an appurtenant easement have a terminus on the dominant estate, it must "be essentially necessary to the enjoyment thereof." *Ballington*, 327 S.C. at 380, 488 S.E.2d at 887; *see also Sandy Island,* 246 S.C. at 420, 143 S.E.2d at 806. The Court of Appeals erred in finding the easement was necessary to the enjoyment of 47 Legare for various reasons. Specifically, the use of the easement is no longer essentially necessary to the enjoyment of 47 Legare because the garage for which the easement was created no longer exists; the easement is no longer used as a driveway to access a garage but is used primarily by workmen as a footpath; Respondent's gate at the rear of 47 Legare is too narrow to allow the passage of any vehicle, including a golf cart; Respondent and workmen can access the rear of 47 Legare from the front gate on 47 Legare; Respondent can just as easily utilize the front gate on 47 Legare, as she does the rear gate on 47 Legare, to bring large-scale equipment and tools to the rear of 47 Legare; and the parking spot on the front of 47 Legare provides adequate space to park a car.

In *Windham v. Riddle*, the South Carolina Supreme Court held it was questionable whether an easement for access to a pond for irrigation was essentially necessary when the dominant estate was bordered by a river that provided a reasonable alternative for irrigation. *Windham v. Riddle*, 381 S.C. 192, 204, 672 S.E.2d 578, 584 (2009). Similar to the *Windham* court, the Supreme Court in *Tupper v. Dorchester County*, held there was a genuine issue of material fact as to whether an easement was essentially necessary to the enjoyment of the Tuppers' estate, the dominant estate, where the Tuppers asserted they had no means of access to their property other than via the easement, but testimony at a hearing showed that alternative routes were merely inconvenient. *Tupper v. Dorchester Cnty.*, 326 S.C. 318, 326, 487 S.E.2d 187, 191 (1997).

In affirming the Master, the Court of Appeals mistakenly held that there was no genuine issue of material fact as to whether the easement was necessary to the present enjoyment of 47 Legare on the following grounds: (1) Respondent "has continuously used the easement since purchasing [47 Legare]"; (2) Respondent "has driven a golf cart down the easement to the rear of 47 Legare"; (3) Respondent "uses the easement for off-street parking"; and (4) Respondent "needs the easement to bring large equipment and tools to the rear of 47 Legare." *Williams v. Tamsberg*, Op. No. 5596 (S.C.Sup.Ct. filed Sept. 19, 2018) (Shearhouse Adv.Sh. No. 37 at 50).

In 2004, Respondent began building a masonry wall on the property line between 45 and 47 Legare, which ran the length of the easement and blocked access to 47 Legare from the easement. (R. pp. 64, 87-88, 154). When the masonry wall was completed, the only entrance to 47 Legare from the easement on 45 Legare was a foot gate, between three and four feet in width. (R. pp. 64, 87-88, 154). Respondent's three-to-four foot gate at the rear of 47 Legare is not wide enough for any vehicle, including a golf cart, to pass through. (R. pp. 88, 154). Further, the Record on Appeal establishes that the parking spot on 47 Legare, which fronts 47 Legare Street, provides

adequate space to park a car and the front gate on 47 Legare, which is immediately behind the parking spot on 47 Legare, provides reasonable alternative means of access to the rear of Respondent's house. (R. pp. 82-83, 177-79). Recorded plats of 47 Legare show that the width of the parking area on 47 Legare is 8.5 - 8.6 feet wide. (R. pp. 82-83, 177-79). The various plats also show that the width of the front gate on 47 Legare is either the same width as the width of the rear gate on 47 Legare, or that the difference in width of these gates is merely negligible. (R. pp. 82-83, 177-79). A recorded plat of 47 Legare, dated April 20, 1988, while some of the measurements are somewhat indecipherable, shows the width of the front gate of 47 Legare being at least three feet in width. (R. p. 178).

Like *Tupper*, Petitioners have shown, that while possibly less convenient, there is means of access to the rear of 47 Legare other than via the easement. Accordingly, while Petitioners contend that the Court of Appeals erred in failing to find outright that the easement was not necessary to the enjoyment of 47 Legare, the Court of Appeals, under *Tupper*, clearly erred in not finding that there was at least a genuine issue of material fact as to whether the use of the easement was essentially necessary to the enjoyment of 47 Legare.

**C. The easement in question is an easement in gross, and thus, it is not transferable.**

An appurtenant easement inheres with the land and may pass with the dominant estate upon conveyance. *Rhett,* 401 S.C. at 492, 736 S.E.2d at 881. An easement in gross is a personal privilege to the owner of the land benefitted by the easement and is not transferable. *Id.* Because the purported easement fails to satisfy the definition of an easement appurtenant, the Court of Appeals' decision should be reversed.

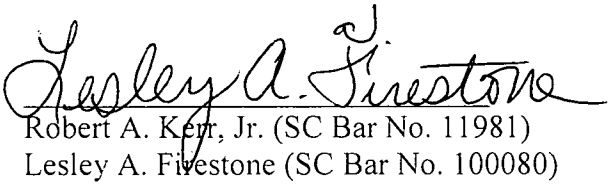
At Julia Dill's death, the Bank, as trustee, obtained the Covenant from Black affirming the easement. (R. pp. 165-68). The Covenant was given to the Bank as trustee on April 5, 1971. (R.

pp. 165-68). The Bank conveyed 47 Legare to Nancy Linton on July 8, 1971, three months later. (R. p. 169). The language in the deed conveying the use of the easement to Nancy Linton was ineffective, as the affirmation in the Covenant was directed to the Estate of Julia Dill, and an easement in gross is not transferable. (R. pp. 165-69). Similarly, the language in the deed from Linton to the Tamsbergs conveying the use of the easement fails because the easement was in gross and not appurtenant. (R. pp. 170-73).

## CONCLUSION

For the reasons stated above, Petitioners respectfully request that the Court grant this Petition for a Writ of Certiorari.

Respectfully submitted,



Robert A. Kerr, Jr. (SC Bar No. 11981)
Lesley A. Firestone (SC Bar No. 100080)
MOORE & VAN ALLEN, P.L.L.C.
78 Wentworth Street
Charleston, SC 29401
(843) 579-7000
E-mail: robkerr@mvalaw.com
lesleyfirestone@mvalaw.com

*Attorneys for Petitioners*

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

---

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master-In-Equity

---

Lower Court Case No. 2014-CP-10-5608
Appellate Case No. 2016-000886

---

James Bradley Williams and Robert Blair Kline, Jr., ..... Petitioners.

v.

Merle S. Tamsberg, ..... Respondent.

---

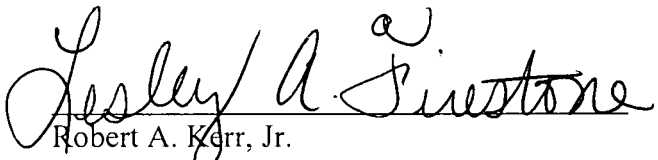
**PROOF OF SERVICE**

---

The undersigned hereby certifies that on January 11, 2019, I served counsel of record in the foregoing matter with a copy of the **Petition for Writ of Certiorari and Appendix** by depositing same in the United States Mail with proper postage affixed, addressed as follows:

Matthew E. Tillman, Esquire
Womble Carlyle Sandridge & Rice, LLP
5 Exchange Street, P.O. Box 999
Charleston, SC 29402

David M. Swanson, Esquire
Jane Bouch, Esquire
Haynsworth Sinkler Boyd, PA
134 Meeting Street, 3rd Floor
Charleston, SC 29401



Robert A. Kerr, Jr.
Lesley A. Firestone
MOORE & VAN ALLEN, PLLC
P.O. Box 22828
Charleston, South Carolina 29413-2828
Email: robertkerr@mvalaw.com
lesleyfirestone@mvalaw.com
(843) 579-7000

*Attorneys for Petitioners*

January 11, 2019

Charleston, South Carolina