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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

Case No. 2007-CP-38-938

Ajoy Chakrabarti and Sukla Chakrabarti, ... Respondents

v.

City of Orangeburg, ...Appellant.

RECORD ON APPEAL

VOLUME II

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GENE NELSON - DIRECT EXAMINATION

BY MR. KULMALA:

Q. Would you please state your name, sir?

A. Eldon Eugene Nelson, the Second.

Q. You're the same Gene Nelson that was here testifying this morning for Mr. Hutto?

A. Yes, sir.

Q. And you are the former building official for the City of Orangeburg?

A. That's correct.

Q. And I'll say, former, you have recently retired and gone on part time?

A. Semi-retired, I just work code enforcement one day a week.

Q. And you started working in, as building official for the City of Orangeburg in the summer of Two thousand four?

A. Yeah, July or August, Two thousand four, somewhere in there.

Q. You saw Mr. Dan Cherry here this morning?

A. Yes, sir.

Q. And he was someone who worked in code enforcement with, with your department on loan from the Council of Governments?

A. That's right. He was, when I initially moved into the position I had to go through kind of a training period and

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get acclimated to the duties, and Dan was brought in to kind of mentor me because he had experience in that.

Q. Okay, so he was brought in for the reason of mentoring you?

A. Right, through the initial period.

Q. And as building official, is there a state licensing or certification requirement that you now go through?

A. Yes, sir, you have to take examinations and be licensed by the State of South Carolina Licensing Board to be a certified building official.

Q. And when that became available to you did you take, make application and take the examination for licensor?

A. Yes, sir. Initially when I was hired I had two years to be a provisional building official. That was to take the examinations. I completed the courses and the examination in six months and was a certified building official in six months.

Q. Okay. I've been passing around and referring to this lavender or purple book, International Property Maintenance Code, and you're well familiar with that, are you not?

A. Yes, sir.

Q. That was one of the multiple, or several codes that you as the building official had responsibility for in the City of Orangeburg?

A. Yes, sir.

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Q. And when you began your work in the summer of Two thousand and four, that was in the code enforcement capacity?

A. It was as a building official which included the code enforcement capacity in the City of Orangeburg.

Q. Okay. You're well familiar with the Twenty-two forty-three Middleton house demolition, are you not?

A. Yes.

Q. And the time that you've been in here since this morning you've heard, and I'm sure from your work you're aware that there had been two permits for fire damage restoration on that house, is that correct?

A. That's right. One was issued before I came there. The second one was issued just shortly after I came.

Q. So, the April, Two thousand three, permit had already been in effect before you came?

A. It had been in effect and actually been expired and extended and extended, and expired.

Q. And when you came in in the summer of Two thousand four, what - - -

A. It was in the process of being expired again.

Q. Okay.

A. The time was up on it, on that permit again.

Q. And you had basically become aware of that project because it was one that was about to expire, and through

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your work with Mr. Cherry you were aware that it was requiring some further attention?

A. Right. And we also had a weedy lot issue with it, too.

Q. The permit that had been put in, or that had expired or re-expired April of Two thousand three, that was, you said that was obviously done before your time?

A. It was initially, yeah, issued before I got there.

MR. KULMALA: Your Honor, do you have a copy of my Exhibit Number Four?

THE COURT: Yes, sir, I'm glad you've got copies.

Q. Exhibit Number Four, even though that was created before your time, would that have been in the file when you started working in the summer of Two thousand four?

A. Yes, sir.

Q. And that permit shows for a contractor, what does that say?

A. Owner acting as contractor.

Q. Are you familiar with the difference between owner acting as contractor and actually having a licensed contractor?

A. Yes.

Q. And what's the difference from a code enforcement standpoint or from an owner's standpoint of owner acting as contractor?

A. Well, the State of South Carolina requires that anybody

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that works on a home or a business be a licensed contractor, and an exception to that rule is if the owner states that he is going to do the contract work himself and he is going to live in the house. And so, that's the way that he, Mr. Chakrabarti was able to be the owner acting as contractor, because he stated in the handwritten application that he was going to live in the house.

Q. And that would be, live in the house for two years?

A. It would - it's required to live in the house for two years. He couldn't sell it or rent it during that time.

Q. And the two years is measured from when the construction is completed, not when the permit is issued?

A. That's correct.

Q. So, whenever the restoration would have been completed on Twenty-two forty-three Middleton, then the two years would have run, so Mr. Chakrabarti would have had at least two years from that point before he could sell or rent the house?

A. That's correct. One other item is, there's no difference in the code requirements. In the building code requirements even if he acts as owner-contractor he's still required to meet the requirements of the building code, which is the State mandated codes.

Q. And in order to do that then the owner acting as contractor would have to call your office for inspections

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when they were ready to go from one stage to another?
A. That's correct.
Q. But it would be one inspection when the framing is complete and they're ready to, I guess what they call it, a rough in?
A. Framing generally and, well, yeah, on a new construction you frame it up and then do a rough, do an inspection there. You do a rough in when you get the plumbing and all the plumbing, electrical, HBAC installed before you begin to close up the walls or to put the insulation in.
Q. Okay. And in the summer of Two thousand four you visited Twenty-two forty-three Middleton with Mr. Cherry?
A. Yeah, that was, basically was in response to a letter that David Epting had written given the time period that he had been given on the original permit was beginning to expire, and so David Epting was still working with the City at that time before he left, and Dan Cherry worked with me. So, we went out to make an inspection of the property to see what we needed to do with it at that point.
Q. I'm handing you Exhibit Number -- photocopy of Exhibit Number Eight. Is that the Epting letter you referred to?
A. Yes.
Q. So, in response to that letter, Exhibit Number Eight, you and Mr. Cherry went out to the property?
A. I think maybe Mr. Chakrabarti might have contacted us at

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this time and wondered what he needed to do. But we did go out to make an inspection.

Q. And after the inspection, or upon the inspection what did you find at Twenty-two forty-three Middleton?

A. We found a number of code violations, we found that the work wasn't being done to code standards. We made a list, which is on one of my memos, of the items that he needed to correct.

Q. Did you have an indication in the, in your office's file concerning any approvals to begin closing in with sheet rock on these premises?

A. We've never given approval for that, I can find no record of that.

Q. And so, there had been no, go ahead, you can close in the sheet rock on the building?

A. That's correct. And one partial wall had been started to have some sheet rock put up on it, so that caused us some concern.

Q. And following that inspection what did you, in conjunction with Mr. Cherry, do?

A. We, we did the inspection and we had scheduled a meeting with Mr. Chakrabarti to discuss what we'd found and to find out where we were going to from there. That's the meeting we had with Mr. Bowden, Mr. Cherry, I think David Epting might have been there, and Mr. Chakrabarti.

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Q. And during the meeting did Mr. Chakrabarti make any disclosures to you with respect to the owner acting as contractor permit?

A. Yeah, that's where we discovered -- well, in looking at it that's when he disclosed that he wasn't going to actually occupy the house. He kind of gave the indication that he thought he had two years from the time we issued the permit that he could sell it, and so he was going to, at that point he had decided that he was going to sell the house rather than occupy it.

Q. And would that be inconsistent with the nature of the permit that is owner acting as contractor?

A. That would show a fraudulent intent on the original permit.

Q. And as a result of your meeting and the realization of that disclosure by Mr. Chakrabarti, did you, did you and Mr. Bowden, Mr. Cherry make any decisions of what the next action would be?

A. We told Mr. Chakrabarti that if he wanted to continue to work on the house in that capacity that he would have to get a licensed contractor to continue the work.

Q. I just handed you Exhibit Number Twelve and I want to ask you if you recognize that letter?

A. Yeah, this was the meeting, the letter that we wrote Mr. Chakrabarti, a followup to the meeting, and we described to

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him what he needed to do to be able to proceed on the house.
Q. Now, in the letter you talk about, he needs to have an architect and do a plan with, a sealed plan concerning treatment and handling of the structure, is that correct?
A. Yeah, we were concerned because of the charred members that were still remaining in the house, and the appearance that he was ready to close the walls, that he wasn't going to remove those charred members, also, some of the charred bricks that had been damaged during the fire. We were concerned that he wasn't going to remove or correct those. So, in that regard we requested that he get an architect or engineer, because I can't make that determination whether something is structurally sound, but an architect or engineer can look at it and they can decide, they can write a report and they can tell me, yeah, it's okay to proceed, this will meet the requirements.
Q. Under the old permit and based on your visit in, was it July, I'm sorry, August of O Four, you discovered the sheet rock being put in and you discovered charred members and so forth, and what type of concern would that pose to the City from the standpoint of, of code requirements and a house being put on the market with that type of construction?
A. It would just be a question of whether it was going to be a safe house for somebody to occupy, and especially if he was going to try to sell it to somebody and try to pass it

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off as a lemon house to somebody else.

Q. Did, did you stick with the requirement of an architect in this case?

A. No, we didn't. In lieu of -- what we did when we finally issued the permit to Mr. Stroman we had a discussion at the time that he came in and got the permit.

Q. He, I'm sorry, he being?

A. Mr. Stroman.

Q. Okay.

A. He was the contractor, he's a licensed residential contractor, he's qualified to do the work. So he came in and got the permit. So, in our discussions with him, because he still hadn't produced any kind of report from an architect or engineer on the structure, so we discussed with Mr. Stroman if he would remove all of the charred, all of the damaged lumber that was in the structure, that we would allow it to proceed without an architect's report. So, that was the basis why we didn't require the report, because he agreed that he would remove every charred piece and every damaged piece of structural lumber.

Q. During this trial there's been some testimony, some questioning by Mr. Hutto about the City sends out notices and then doesn't do anything, and the City could have taken action but they didn't. Are you familiar with some of that testimony that you heard today?

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A. Yes, sir.
Q. And that is correct, isn't it, that the City could have taken more drastic steps earlier than they did?
A. Definitely but, you know, we tried to work with him, tried to work with the individual. He claimed he had invested all this money in there. We didn't want him to lose his money, we wanted him to be able to finish the house, but it just wasn't proceeding the way that it should have.
Q. We just had Mr. Jim Meggs, from Columbia, in here testifying concerning the steps you need to go through under IPMC, and one of the things that's been the subject of discussion is the notice of a right to appeal to the Construction Appeals Council, or Construction Appeals Board. Do you recall that?
A. Yes, sir.
Q. Now, Dr. Chakrabarti testified that when he got your June Thirteen letter, which is Exhibit Seventeen, the notice of condemnation, that he came to see you and that you said essentially, that's nothing, it's just like all the others, don't worry about it. Did you any such conversation with Dr. Chakrabarti after the Exhibit Seventeen went out?
A. He did not contact me after Exhibit Seventeen went out.
Q. And that was ...
A. That was one time that he did not contact me.

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Q. Did you have even a different period of time from the time of issuance of the December, O Four permit, how much contact did you have from Dr. Chakrabarti?

A. After we issued the permit of December, O Four, I never had any contact with Mr. Chakrabarti until the day we had the bulldozer out there tearing his house down.

Q. Did you have any calls, or did your office have any calls from either Mr. Chakrabarti or his contractor, that would have been Stroman, I guess, for inspections from December, O Four, until June of O Five?

A. The only contact I had with any contractor was Mr. Beach. He had done a little bit of electrical work, but when we went out to look at the house, basically, nothing had been done from the time we issued the permit, the second permit, from the time we issued it to the time we did the final condemnation, basically nothing had changed in the house except a couple of wires.

Q. Now, prior to the house being demolished, did you have an occasion to go into the house and make a video recording on the construction, the details of the construction?

A. Yeah, right prior to issue the letter of condemnation we went out to look at the house and that's the time that we did the video to see what was, you know, before we issued the letter we wanted to see what had been done. We'd given him the second permit, what's been done? So, we went out

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there to look at it and see whether the final condemnation was the right thing to do.

Q. And so, the video that you recorded which we played in Court yesterday, I don't believe you were here, the video that you recorded, that was done just before June Thirteen of Two thousand five?

A. That's correct.

Q. Within several days before?

A. Yes, sir.

Q. And had all of the charred material been removed?

A. Nothing had been removed, it was the same condition it was in when I first took the still pictures back in Two thousand four.

Q. Other than a little bit of wiring I think that you described?

A. Other than a little bit of wiring.

Q. Had there been any regular construction on the house?

A. Not at that, not since Two thousand four.

Q. In June of Two thousand five when you looked at it, was the house in approve able condition so that a building inspector could say, you're cleared to go ahead and put in sheet rock?

A. No, not on the inside. Now, we, he did do some work on the outside because we had sent him a couple of letters. That was my major concern for the neighborhood - - -

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Q. Okay.

A. --- was the appearance on the outside of the house. And we did, and I think he got maybe Mr. Coulter to do some of the flashing work around the windows and some of the softer work to make it look presentable. So, that was basically the only work that was done from Two thousand four to the time.

Q. And Exhibit Seventeen you are giving notice that the house is condemned, and instruction him to demolish, is that correct? Exhibit Seventeen.

A. Yeah, I've got it. The final condemnation, yes, at that point we had given him all the time we felt we could. It appeared that he wasn't going to make any effort to bring this house up to a livable standard. It appeared that he was trying to cover up just to move the property, and so at that point we decided we couldn't let this structure continue to exist in the City.

Q. And under Section One Ten of the IPMC, what are your reasons in Exhibit Seventeen for the decision that the house must be demolished?

A. It was still unfit for human habitation.

Q. You also reference in there construction, would you read your sentence about two years?

A. "Two building permits have been issued on this building, one in April of O three, and a second one on December Seventh, O four. The City of Orangeburg Code of Ordinance

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states that the building permit is good for six months and this time has now expired. Since it has been over two years that you have been working on this property and it is still not completed, no more time can be allowed. I find that you are in violation Section One Ten, Point One, of the Property Maintenance Code, and the principle residence must be demolished. You are hereby advised that you must obtain a building permit and demolish the principle dwelling referenced on or before July Thirteenth, Two thousand five." That gave him a month.

Q. Okay. And under Section One Ten of the IPMC, one of the provisions indicates, "which in the code official's judgement is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish, etcetera." So, is, does your reasoning also relate to a determination that based on the history it's unreasonable to repair the structure?

A. It wouldn't have been unreasonable to repair the structure if he had done the work that was supposed to be done in a timely manner.

Q. But it hadn't been done in over two years?

A. Over two years it hadn't been done. So, what, you know, what could you expect giving him another six months would

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do?

MR. KULMALA: Thank you, that's all the questions I have. Answer any that Mr. Hutto may have.

THE COURT: Mr. Hutto.

MR. HUTTO: I want to get a few pictures marked. I don't know if you want to take a break.

THE COURT: If you've got a number of pictures what we'll do is, ladies and gentlemen, the will mark a number of exhibits and so while they are doing that I'm going to allow y'all to get up, stretch your legs, go back into the jury room for a minute while they mark them. And again, you have not heard all the testimony in this case so please don't begin discussing it. Thank y'all so much.

(Whereupon, the jury retires to the jury room.)

(Recess)

THE COURT: Alright, is the plaintiff ready to proceed?

MR. HUTTO: Yes, we are.

THE COURT: Mr. Kulmala, is the defendant ready to proceed?

MR. KULMALA: The defendant is ready.

THE COURT: Thank you. Is the jury ready to come back in? Okay, thank you, ma'am, you can bring them on back in, please.

COURT REPORTER: That is what?

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MR. KULMALA: That's Number Thirty-four, Defendant's Thirty-four, it's the video tapes.

COURT REPORTER: You've already marked it? Well, sir, I've got all the way through Thirty-six, Thirty-seven.

MR. KULMALA: No, no, I mean, this is it right here, Thirty-four.

COURT REPORTER: Okay, so it's in, I've already marked it. You've already marked it.

MR. KULMALA: I've already got it marked.

COURT REPORTER: Okay.

(Defendant's Exhibit Thirty-four marked and filed.)

MR. KULMALA: I just need to remember to take it out of the computer.

COURT REPORTER: That's fine, okay.

(Whereupon, the jury enters the courtroom.)

THE COURT: Alright, thank you, ladies and gentlemen, we're getting ready to move along with the trial, perhaps.

MR. HUTTO: Yes, sir.

(NOTE: Blank lines on this page do not indicate any part of record has been omitted. Headers on testimony pages and hard page breaks between testimony are now required by the Court. See next ensuing page for sequential continuation of record.)

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GENE NELSON - CROSS-EXAMINATION

BY MR. HUTTO:

Q. Good afternoon, Mr. Nelson.

A. Good afternoon.

Q. How long have you been the building official?

A. I was from Two thousand four to Two thousand nine.

Q. Two thousand four to Two thousand nine, and this was the first condemnation you had worked on?

A. It, was it the first one that I condemned? Well, no, I didn't actually condemn this one, this one was condemned by Mr. Ott. It was in the process of being condemned. It had been originally condemned in Two thousand three by Mr. Ott, so it was in the process of condemnation when I got there, so I didn't actually do the original condemnation.

Q. So, you're saying, your position is that Mr. Ott had already condemned the property?

A. He had originally condemned by his letter in Two thousand three.

Q. But then after -- well, one of the options given was to repair the property, correct?

A. And that's what happened in Two three, Mr. Ott had written him a letter telling him that the property was going to be condemned unless he came in and got a permit to correct the property, which he did, and his permit was issued. But that didn't remove the original condemnation.

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Q. Alright, and so, the, is the first demolition that you worked on?

A. I couldn't say for sure, it would have been one of the earlier ones.

Q. Okay.

A. There might have been one other one in between them, I don't remember for sure.

Q. How do you decide which buildings in the City of Orangeburg get a condemnation notice and a demolition and which ones don't?

A. Did you ever hear of the saying, the squeaking wheel gets the grease?

Q. I have.

A. Well, when neighbors complain is a big indicator of who needs to be taken care of first.

Q. So, regardless of which structures might be the most unsafe or the most dangerous, it's really whichever ones have the noisiest neighbors?

A. I'm sorry to say that's the way it works.

Q. Alright. And in this case, in this particular neighborhood there were two or three neighbors that were fairly noisy?

A. Apparently, yes.

Q. Okay. One being Mr. Yow, your ultimate boss, and the other being the mayor, the real boss?

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A. No.

Q. They live right there in that neighborhood, don't they?

A. A good ways away.

Q. Well, - - -

A. But they weren't the ones that were complaining.

Q. Alright. I want to show you what's been marked as Plaintiff's Exhibit Number Thirty-five, which is a picture of the building that's right behind the courthouse here on the corner of Amelia and Middleton. Are you familiar with that building?

A. Yes, sir, I am.

Q. Alright. And you can see -- let me hold it for a second.

THE COURT: Which one is that? The exhibit number, I'm sorry.

MR. HUTTO: Oh, Exhibit Number Thirty-five.

THE COURT: Okay, thanks.

Q. But you can see, actually, in this structure you can see all the way through, and there's no roof, and there's nothing on the inside of the building, and y'all haven't knocked this one down, have you?

A. No, sir.

Q. Okay. Let me show you what's been marked as Exhibit Number Thirty-seven, which is the building right here on the square, The E-mart building.

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A. Yes, sir.
Q. In fact, it's got a big red sticker on it, doesn't it?
A. Yes, sir, next to your office.
Q. Right next to my office. And you haven't knocked that one down, have you?
A. You haven't been squealing.
Q. I want to show you this one, Forty-five, One seventy-eight Fletcher, isn't this right next to your office?
A. Right across the street from the city hall, yes, sir.
Q. And you haven't been squealing on that one.
A. The property owner on both sides is the same person so she hasn't been complaining.
Q. Alright. But here's the question -- let me show you one or two more here. I don't want to belabor the point, but - - -
A. You can show them, and I'll concede.
Q. --- right here on Amelia Street, Five O five sixty-nine Amelia Street, it's actually got a posted, no trespassing sign on it, Exhibit Number Forty-seven.
A. You know, I can concede, because I have about seventy or eighty properties in this town that I have condemned, I've done an original condemnation on it, and it's been done by Mr. Ott previously, and we go back and we re-condemn them, and we try to contact the owners to get them to do something, and we can't do all of them, but nobody complains

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that much about it because of the neighborhoods that they're in.

Q. But in these properties that are clearly just dilapidate and boarded over and roofs falling in or no roofs at all, it would seem to me like what you're saying is that if Dr. Chakrabarti had done no work on the building and just let it sit there, he had a better chance of it being knocked than in trying to do work on it, because nobody's trying to do work on any of these and they get to stand up. He's trying to do work and y'all are knocking it down.

A. Well, the one on the corner of Amelia, now, he did do some work on that. We approached Mr. Middleton about that, he went out and he cleaned it up, and that's why, well, the roof had caved in, but he went in and he cleaned out the middle of the structure. He was supposed to come back in and get a permit, which he hasn't done yet.

Q. Okay, I -- just so - - -

A. In response to your question.

Q. Just so we're not going to belabor this point, but I do think I need to make this point. I'm going to ask you took at these photographs, they are all marked exhibits, I'm just going to read them out, Forty-nine, Fifty, Fifty-one, Fifty-two, Fifty-three, Thirty-eight, Thirty-nine, Forty, Forty-one, Forty-three, Forty-four, Forty-two, Forty-six, Forty-eight, Thirty-seven, Thirty-five, Forty-seven and Forty-

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five. I just want you to, so that we won't be here all day, I just want you to look at these photographs and I'll ask you one question about all of them.

A. Okay.

Q. Isn't it true that these are all houses currently residing within the City of Orangeburg, except for the pictures of the demolition of this house, all houses within the City of Orangeburg that apparently have either structural problems or other situations going on with them?

A. And I have another Forty that I could give you addresses for.

Q. Okay.

MR. HUTTO: I'd move to introduce these photographs.

THE COURT: Have you seen these photographs?

MR. KULMALA: Is this one of the ones - - -

MR. HUTTO: I think that's the demolition of this house.

COURT REPORTER: What number is that?

MR. HUTTO: Fifty-three. I'll ask him about that also.

COURT REPORTER: So, that's not in yet?

MR. HUTTO: Actually, the big version of it is in.

COURT REPORTER: Alright, so - - -

MR. HUTTO: No, it's not in yet, to answer your question.

COURT REPORTER: Alright. What number?

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THE COURT: Fifty-three?

MR. HUTTO: Fifty-three is the same picture as that, but, yes.

MR. KULMALA: No objection.

THE COURT: Alright.

MR. HUTTO: So, all those numbers, I guess I need to call them out, Forty-nine -- we're moving into evidence, Plaintiff's Exhibits Forty-nine, Fifty, Fifty-one, Fifty-two, Thirty-eight, Thirty-nine, Forty, Forty-one, Forty-three, Forty-four, Forty-two, Forty-six, Forty-eight, Thirty-seven, Thirty-five, Forty-seven, Forty-five.

THE COURT: Okay, they're all in.

(Plaintiff's Exhibits Forty-nine, Fifty, Fifty-one, Fifty-two, Thirty-eight, Thirty-nine, Forty, Forty-one, Forty-three, Forty-four, Forty-two, Forty-six, Forty-eight, Thirty-seven, Thirty-five, Forty-seven and Forty-five marked and filed.)

Q. And these are actually two larger versions of the ones we just marked, and this is Number Fifty-five and Number Fifty-six, they're just larger versions of the same ones I've shown you, again, just examples of houses that do exist in the City?

A. Yes, sir, that's on Treadwell, and we have torn about four houses down on Treadwell.

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Q. Okay.

A. Close to that.

MR. HUTTO: I've move to introduce those.

COURT REPORTER: Fifty-five and Fifty-six?

MR. HUTTO: Correct.

COURT REPORTER: Alright, let me check off these other numbers that you've just given me.

(Plaintiff's Exhibits Fifty-five and Fifty-six marked and filed.)

COURT REPORTER: Okay.

MR. HUTTO: Finally, I was trying to get all the exhibits in, and then we'll try and get the question over with.

Q. I'm going to show you Exhibits Number Fifty-four, Fifty-seven, and Fifty-eight, and ask if you can identify those, it's actually the lot, what's left there currently on the property in question?

A. Yes, sir, that's the pool house that is on the property.

Q. Alright, so what these now show is the pool house that was behind the house and the pool that was torn down, is Number Fifty-four, is that correct?

A. That's correct.

Q. And then as you move back toward Middleton Street, just looking at the lot, the house used to be right here, the pool house was back there, is that correct?

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A. Right.

Q. And then that's just a closer up one of the pool house, right?

A. Right.

MR. HUTTO: I'd move to introduce those three into evidence.

MR. KULMALA: What are the numbers again?

MR. HUTTO: The numbers are Fifty-four, Fifty-seven and Fifty-eight.

MR. KULMALA: No objection.

THE COURT: Alright. And just for the record, I believe Fifty-five and Fifty-six will also be in without objection, is that correct?

MR. KULMALA: That's correct.

THE COURT: Okay, so now Fifty-four, Fifty-seven and Fifty-eight are in without objection.

COURT REPORTER: But Fifty-three is not, but it's another picture of the same one?

MR. HUTTO: It's a smaller picture of the big picture.

COURT REPORTER: Okay. Alright, I'll just mark that off.

(Plaintiff's Exhibits Fifty-four, Fifty-seven and Fifty-eight marked and filed.)

Q. I think you've made it clear, and I think everybody knows, you didn't initiate this process, you came into it,

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is that right, on this particular house?

A. Correct.

Q. And you came into it probably about the time that Mr. Cherry was also here about the summer of Two thousand and four?

A. Well, Cherry came here because I was here.

Q. Okay.

A. He wasn't in the position by himself, he came here only because I was here.

Q. Alright, and explain that to me, why did he come?

A. He was here to mentor me - - -

Q. Okay.

A. --- into the position and to help train me into what I needed to know.

Q. Alright, so Mr. Cherry basically was your trainer. Mr. Ott had been here for a pretty good while?

A. Yes, he was here for a number of years.

Q. And you were being hired to replace Mr. Ott, but because you didn't have all, I guess the experience of Mr. Cherry, Mr. Cherry came over here from Aiken to mentor you?

A. That's correct.

Q. Okay. And then Mr. Epting, who is the other person that we hear from time to time, he worked under Mr. Ott and later under you?

A. He worked under Mr. Ott and he was, he stayed after Mr.

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Ott left for about two or three weeks or a month, he wasn't there very long after Mr. Ott left, and he left, too, but he, so he wasn't actually a building official during that time, he was still a building inspector.

Q. A building inspector. Alright. But when you came in it was sometime around the summer of Two thousand and four?

A. Correct.

Q. The original permit for construction that had been issued to Dr. Chakrabarti with Mr. Darby as the contractor had already come and work had been done on that before you got there?

A. And it had already expired, yes.

Q. Already expired?

A. And been extended.

Q. Okay.

A. And been extended.

Q. I understand. But one of the things that you did was to make sure that in your letter, that September letter, you said, it's withdrawn?

A. After discussion with Mr. Chakrabarti, that was his decision to no longer be the owner-contractor. So, we withdrew it because of that. Had he not said that he was going to go out and get another contractor we wouldn't have withdrawn it.

Q. Right. But because it became apparent, and people can

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change their minds, but because it became apparent that he was not going to, wasn't going to live there as the occupant of the house, you required him, as you would with anybody I guess to go out and get a general contractor?

A. Correct.

Q. Alright. And he did, and that was Mr. Stroman?

A. Right.

Q. Okay. Now, I'm just a little bit confused about this, and maybe it doesn't matter, but I've got to figure it out. Is the code any different if you're the owner working on the house than if the general contractor is doing it? The code doesn't change, does it?

A. The building code itself is the same whether you're the contractor or someone else is the contractor. We still look for the same items. We still require it to be built to that licensed book.

Q. Okay. Now, what's been marked as Defendant's Exhibit Number Eleven, I think mine's been shown to you earlier, it's a list of things I think that you and Mr. Cherry came up with?

A. Right, I'm familiar with the list.

Q. You're familiar with the list, and it listed about nine items that were items of concern that, following Mr. Darby's work but before Mr. Stroman came aboard you had several items of concern that you wanted to bring to his attention?

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A. That's what we compiled for the meeting that we had with him.

Q. Okay. And then following the meeting you came out with a letter of September the Ninth that basically said, we're voiding your permit, you're going to have to get an architect, you're going to have to get plans reviewed, and in the meantime, keep up the yard and the pool?

A. That's what Mr. Chakrabarti agreed to in the meeting.

Q. Alright.

A. So, that was just a followup to let him know what we had agreed to.

Q. Okay. Alright. But at -- and this is what Mr. Meggs, the lawyer who was just here, I don't know if you were in here when he testified or not, were you?

A. Yes.

Q. He was basically saying, and I want to ask you about it, y'all could have decided, and I realize it wasn't you, it was Mr. Ott, but Mr. Ott could have made the determination in the very beginning that we here at the City, or on behalf of the City, we just believe this house is too far gone to ever be fixed and we're not going to issue a building permit. That could have been the determination?

A. It could have been the original determination.

Q. But it wasn't?

A. No.

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Q. And what you inherited was Mr. - - -

A. That's what complicated the whole situation.

Q. Right. Because you inherited Mr. Ott's initial determination that, in fact, there was a salvageable house sitting on that lot at Two Two Four Three Middleton Street, correct?

A. Right.

Q. Okay. And am I to understand, and may I understood it wrong, but you didn't have any contact with Dr. Chakrabarti between the time that Mr. Stroman pulled the permit in December and the time that the bulldozer came on the property, you had no contact with him?

A. That's correct.

Q. Alright, well, were you in here earlier when Mr. Bowden testified that he had several meetings with Mr. Coulter and Mr., Dr. Chakrabarti?

A. He was referring to before that issuance of that permit. And I did meet with him sometimes ,talked to him sometimes before that.

Q. Alright. So, it's my understanding that as the building official that you or somebody that works for you, the building inspector, goes out at certain times when the contractor calls you to do a certain type of inspection, right?

A. Right.

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Q. And other times y'all just drop by to see how things are going?

A. Occasionally.

Q. Occasionally. And knowing the issues that had been going on on this house, it's my understanding, you never dropped by the house on Middleton Street from December until the time in June when you issued the letter of condemnation, you never dropped by until then?

A. I, I don't believe so.

Q. The permit that was issued in December of O Four, Michael Stroman is the person who applied for and received that permit, is that right?

A. That's correct.

Q. And he is a licensed contractor?

A. He is a licensed residential home builder.

Q. Home builder. Alright. And clearly on here, as far as like the sheet rock, the drywall, or whatever, and some of this other stuff, y'all hadn't even gotten that far yet, you were still just talking about doing some basic work on the house with this permit, right?

A. No, that permit was to complete the house.

Q. Alright, but there's nobody listed for all these other things on here, is that right?

A. Sometimes we don't know when they initially get it. They'll bring in a contractor later. Let me see which ones

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are missing. This would have been basically the contractors that he would have used, Mr. Artis Coulter for carpentry, he probably would have done the drywall also. Electrician is covered, Mr. Myers, and the plumbing by Edwins Plumbing. The only other one would be maybe the HVAC installer would be, and he probably didn't have one at that time.

Q. Okay.

MR. HUTTO: I don't have any other questions at this time.

THE COURT: Alright, thank you, sir.

Anything on redirect?

MR. KULMALA: Just briefly, Your Honor.

(NOTE: Blank lines on this page do not indicate any part of record has been omitted. Headers on testimony pages and hard page breaks between testimony are now required by the Court. See next ensuing page for sequential continuation of record.)

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GENE NELSON - REDIRECT EXAMINATION

BY MR. KULMALA:

Q. Mr. Nelson, Mr. Hutto was asking you about how do you select which house to demolish back in the beginning of your examination, do you remember that?

A. Yes, sir.

Q. And you indicated partly, I believe the squeaky wheel gets the grease?

A. Right.

Q. And I also think you indicated you have somewhere in the range of Seventy condemnations for demolition that have been issued over the time that you were involved?

A. It's probably close to that, yeah.

Q. Or is it maybe Seventy that are outstanding?

A. Maybe Seventy overall. Some of them have been torn down.

Q. And you mentioned something about getting in touch with owners and things like that. Is that part of the condemnation process?

A. Yeah, we have to - - -

Q. Or I should say, the demolition process?

A. Yeah. Just like we issued letters to Mr. Chakrabarti, we have to do the same thing to any property owners. A lot of these houses that we've got around town, the absentee owners, they live in New York, California, it's hard to get

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in touch, find an address. We've got them where they've gone into an estate. They may have five or six heirs for a particular property, we need to find out who the principle is of the heir of the property. So, a lot of times they just end up going to tax sale, and some of them have gone to tax sales, and they've gone to the forfeited land commission and the county has actually torn them down.

Q. Okay. And the demolition part of this process, that's a costly process also, is it not?

A. Yeah. If we have to do the demolition sometimes our City crews can do the demolition themselves, they'll do it on some smaller houses, but then we still have to pay land fill fees for the debris that's left from the house, that can amount up to Five, Ten thousand dollars for land fill fees and a couple of thousand dollars for the time and labor to tear them down. So, it's a costly proposition.

Q. So, if you're going to demolish a house, as your notice indicates, you first instruct the owner to demolish?

A. That's correct. We try to get them to do it, and then if they don't do it, we'll charge them for the work to be done. If they don't do the work, if they don't pay the bill then it's attached to a lien to their property, and in this case that's what Mr. Chakrabarti forfeited his land because he didn't pay the lien on his tax bill.

Q. That series of photographs Mr. Hutto showed you a few

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minutes ago of the dilapidated run down buildings around town, are you familiar with some of those as being on the list?

A. All of them.

Q. And they're on the list that you have already condemned them, noted them for, to be demolished?

A. Some of them have previously been condemned. The placards are gone but they've been, some of them have been condemned, the initial condemnation.

Q. Once you got to the point in the summer of Two thousand four, after your meeting with Dr. Chakrabarti with Mr. Cherry, you and Mr. Cherry and Mr. Bowden realized the nature of the occupancy and use of the house was going to change?

A. Correct.

Q. And that's why you felt it was necessary to go forward with a new permit showing that it would no longer be owner-occupier -- owner as contractor?

A. We did that because Mr. Chakrabarti had claimed he had spent a large amount of money with the contractor. The evidence wasn't there that that much work had been done, but he claimed that he had done that, so to try to protect his investment we gave him another opportunity to try to correct it.

MR. KULMALA: Thank you, that's all the questions I

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have.

THE COURT: Anything on recross?

MR. HUTTO: No, thank you.

THE COURT: Thank you, Mr. Nelson, I appreciate it. I don't think they're going to call you again.

Yes, sir, call your next witness, Mr. Kulmala.

MR. KULMALA: Your Honor, may we approach?

THE COURT: Sure.

(Whereupon, a bench conference is had off the record.)

THE COURT: Ladies and gentlemen, we're going to excuse you for today. Okay? Tomorrow morning we may or may not take a little bit of testimony, but tomorrow morning, if we don't take any testimony we're going to then go through and do the closing arguments, I'm going to charge you with the law, and then you're going to begin your deliberations. There may be just little bit of testimony that has to be heard before I can do that. But we've got some legal issues that I've got to decide, and it's going to take me a while to hear those, and rather than keep y'all here for the next Forty-five minutes or an hour while I decide that and then bring y'all back out here to hear the possibility of a little bit of testimony, what I'm going to do is let y'all go home now. I hope you don't mind.

Okay, now, y'all have been very good about being alert

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and paying attention and like that, and so it is very important, Number One, that you don't talk about the case. Thank you. I've got a teacher's pet right back there. Okay. Number Two, you have almost heard everything about it, but y'all don't need to discuss it, you don't need to do any separate investigation. I want y'all to get a good night's rest, get a good supper, and come here tomorrow morning at nine o'clock and we're going to finish this case tomorrow morning. Okay?

So, thank y'all, go and have a really good evening, and I'll see y'all at nine o'clock in the morning. Thank you.

(Whereupon, the jury leaves the courtroom for the day, and the following takes place out of the presence of the jury.)

THE COURT: Do you want to make your arguments now, or do you need to take a break? You ready to go?

MR. KULMALA: I'm ready.

MR. HUTTO: I'm ready.

THE COURT: Okay. Go ahead.

MR. HUTTO: Your Honor, on behalf of the plaintiff we would move at this time to have you determine as a matter of law that the actions of the City in this case constituted an inverse condemnation which we believe is a legal matter you have to determine, and we think that the evidence taken in

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the light most favorable to the plaintiff, and given respect to what's been testified to them clearly shows that the, even by Mr. Meggs' testimony that there might have been mistakes in the way the condemnation process worked out, but at the very least there was clearly a taking of the property without any compensation. I asked clearly if they had permission to go on the property and they did not. And when they put bulldozers on there and knocked this building down they took it -- whether they took it then or they took it earlier when they told him he couldn't get an extension of the building permit, they clearly took it basically for public purpose, that being blight or unsightliness, or whatever, they've used various terms, but they have taken it, and we think he's entitled to compensation on that. And so, we would move for a finding in that regard.

We would also move for the record for a directed verdict in favor of the plaintiff on the issue of a violation of the Tort Claims Act and also a determination as a matter of law that trespass to the property occurred, which is our other cause of action.

THE COURT: Alright, Mr. Hutto, before you sit down, let me ask you one question. You said if I look at the evidence in the light most favorable to the plaintiff?

MR. HUTTO: I would like for you to.

THE COURT: Oh, okay. I just wanted to make sure,

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there ain't no legal basis for that, is there?

MR. HUTTO: No, no, no.

THE COURT: Good. I just wanted to make sure that you just wanted me to do that.

MR. HUTTO: Yes, sir.

THE COURT: Okay. The second thing I want to ask you, though, is the permission argument. The City clearly had permission to go on the property, is that correct, to do the inspections they - - -

MR. HUTTO: To do the inspections and do the normal routine things that the City had to do. However, we, our argument as to that last cause of action is that at such point, they had permission to do things that the code envisioned, but not the demolition if they didn't follow the process, and we think clearly through Mr. Meggs we established that they follow Prong Number Four, and maybe that's a jury question as to whether they followed Prong Number Four or not, and that might go to the -- and maybe it's a legal question. But Prong Number Four of One O Seven, he said there were five things they had to do in One O Seven, and we contend, and you might need that purple book to look at.

THE COURT: No, I've got, Mr. Kulmala was kind enough to give me ...

MR. HUTTO: Alright, One O Seven, Four, One O Seven,

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Point Two –

THE COURT: No, I, I ...

MR. HUTTO: Alright, well, let me, if I can carry you through that argument.

THE COURT: Yeah.

MR. HUTTO: If you start off with One O Seven, Point, One, it says, whenever, whenever, so it could happen more than once, but whenever a violation of the code has occurred then you've got to give this notice: Number One, and then it goes down to the end of that and it says, "Notices for condemnation procedures shall also - - -

THE COURT: And Mr. Hutto, I don't mean to cut you off, and I'm going to let you come back if you don't think I get this.

MR. HUTTO: Okay.

THE COURT: But let me -- I understand the argument, I believe you, your interpretation is, they didn't comply with Part Four - - -

MR. HUTTO: Include the correctional order, right.

THE COURT: --- right, any correction. Okay. And as I understood Mr. Meggs' testimony they didn't have to because they were doing demolition under One Ten, Point, One.

MR. HUTTO: That's what he argued and - - -

THE COURT: That's what he argued.

MR. HUTTO: Right. But what I'm saying that

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contradicts that somewhat is that, above that it says, "Notice for condemnation procedures also have to comply with One O Eight" and, but in One Ten it says that condemnation procedures have to apply with One O Seven.

THE COURT: Okay, but going back just to my permission argument, okay, that's what I want to stay with if you don't mind. Clearly, they have permission to enforce the code.

MR. HUTTO: Yes, sir.

THE COURT: To do the inspections.

MR. HUTTO: Yes, sir.

THE COURT: Okay. The City has adopted this code, the International Property Maintenance Act, whatever, they've clearly adopted that.

MR. HUTTO: Right.

THE COURT: Okay. So, anything that they did under this they would be authorized to do, if they followed the instructions.

MR. HUTTO: If they followed it, yes, and it's our contention that they did not.

THE COURT: Alright, sir, when you get to One Ten, Point, One, when you were questioning Mr. Meggs about it, I think three were three different prongs that allowed demolition, is that correct?

MR. HUTTO: Correct. And the first one was the one that he said, ultimately, that may have been when the City

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made the mistake in not just right off the bat saying, this property is not capable of doing that.

THE COURT: That's exactly what Mr. Nelson said.

MR. HUTTO: Exactly. Number Two is, if it's capable of being made safe by repairs. Well, you wouldn't issue a building permit if it weren't being, if it weren't capable, my position as to that, the City had made a determination right then, when they issued the building permit, either it could have been done or could not. And since they didn't go under Prong One they went under Prong Two.

THE COURT: Well, Prong Two, would Prong Two actually apply? Because the option there is at the owner's option, either repair or demolish.

MR. HUTTO: Exactly, that is the owner's option.

THE COURT: So, - - -

MR. HUTTO: And then, Option Three requires a cessation for more than two years. And clearly, they issued a building permit within two years. They issued a building permit within six months. And that's why I say they've got a problem.

THE COURT: Okay. Alright. Yes, sir, with regard to - - well, just so you don't waste your time, I'm not going to grant a directed verdict with regard to your request for violation of the Tort Claims Act or trespass. So, you just need to address the taking inverse condemnation, please,

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sir.

MR. KULMALA: I'll be glad to. We disagree that t his was a taken, this is not a Fifth Amendment taking without just compensation. As I alluded to in chambers discussions, this was really an exercise of the City's police power. And I handed up to the Court two cases, unfortunately, they are very old cases, but they have not been modified or overruled, and one of them is Edens - - -

THE COURT: No, I have, and I appreciate you handing them up. Let me ask you some questions about that so you don't -- I interrupted Mr. Hutto, if you don't mind I'm going to interrupt you.

MR. KULMALA: Okay, sure.

THE COURT: The Edens case, the Edens case involved the redevelopment law which they were cleaning up a blighted area of slum dwellings in Richland, in Columbia, is that correct?

MR. KULMALA: That's correct, Your Honor.

THE COURT: And that was the factual determination, I mean, that was the factual basis that they went forward on this.

MR. KULMALA: But the point of the Edens case is that the, what is it, under Subparagraph One the discussion of the distinction between taking and exercising police power for which no compensation is awarded.

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THE COURT: Oh, it does say that.

MR. KULMALA: And also, it's the old case from a few years before that which is Columbia, and then D.O.T, or its predecessor, versus Wilson. The heir black letter law is what I think is crucial here, and that is that the, there's a distinction to be made between condemnation for the purpose of the government taking property, regulatory or otherwise, and inverse condemnation, versus what we have here, a condemning or a condemnation of property for demolition pursuant to the police power. And, I mean, I don't know how more plainly I can stated it, that we're talking about two different animals. And this is not, this is not a taking without just compensation or a taking for which compensation is in order, this is an exercise of the municipality's rights and responsibilities under the police power.

THE COURT: Alright, sir, well, let me ask you about that, because I want to make sure that I've got the facts straight. There's no question that Mr. Chakrabarti bought this house, right?

MR. KULMALA: No question.

THE COURT: And there ain't no question that he paid some amount of money for repairs, whether that was a wise decision on his behalf or not, he paid some money for repairs, is that correct?

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MR. KULMALA: Correct.

THE COURT: And there's no question, right now he doesn't own that property, does he?

MR. KULMALA: That's also correct.

THE COURT: Okay. The City owns that property now?

MR. KULMALA: That's correct.

THE COURT: And the City hasn't paid him a penney?

MR. KULMALA: That's correct.

THE COURT: Okay.

MR. KULMALA: Now, one thing omitted from Your Honor's recitation is the means.

THE COURT: No, I'm going to get to that.

MR. KULMALA: Okay.

THE COURT: Okay. This property was taken by enforcing regulatory provisions of, that the City was operating under, is that correct?

MR. KULMALA: Enforcing the IPMC, that's correct.

THE COURT: Okay. Alright, sir, I'm ready.

MR. KULMALA: The building was demolished as an exercise of the police power in connection with public health safety and so forth as set forth in Paragraph One Ten of the IPMC. The City owns the property and while it might sound from the outside like it's a taking because the City now owns the property, the property was demolished, and Mr. Chakrabarti didn't pay the tax bill on the property, and

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essentially it was, it became owned by the City through the forfeiture for non-payment of taxes. And there's not a compensation, that's not a taking without just compensation when it's, when it goes through the forfeited land process.

THE COURT: What else?

MR. KULMALA: I think Your Honor was correct in the reference to trespassing permission. I mean, I think, and it's not just limited to coming on for inspections, I think the permission -- to me almost defies reason to call this a trespass. I was a little bit surprised to see it in the Amended Complaint, but there's ordinances I think in my Request to Charge that reflect the City's permission. So, I don't see permission as being an issue, I don't see trespass as being an issue.

If Your Honor feels I've responded to the questions relating to Mr. Hutto's motions and desire that I -- I'd renew the motions that I had made earlier today with respect to the negligence cause of action, the wrongful condemnation, and the trespass all for the same reasons that I had stated on first making the motions. And I believe we have pretty much addressed the inverse condemnation issues because essentially the way, the way I understand this case, this is not, as I said a few minutes ago, this is not a Fifth Amendment taking without just compensation, it's a police power.

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Also, I have moved, and I believe Your Honor addressed that, subsequent to my motion moved to, for a directed verdict as to the question on damages of no evidence of lost revenue, and I would renew that motion at this point in time.

And finally, I would renew my motions as to the Tort Claims Act immunities, particular those set forth in my Summary Judgement Motion dealing with administrative actions of the governmental entity.

THE COURT: Alright, sir. If they're -- let me ask you about that, just since you asked, if they're doing, if you have immunity do you have to do it the right way or not?

MR. KULMALA: Well, the way our Supreme Court has sometimes handled the immunities, they almost cease to be immunities anymore, and in the sense that you have to go to trial and prove that you're entitled to immunity. I still read it as immunity, that's, I mean, that's - - -

THE COURT: Yeah, no, I agree with you, I agree with your argument.

MR. KULMALA: --- I mean, it's, it's a circle, where do you jump in, where do you jump out? But I believe that reading those immunities and the Opinion by now Chief Justice Toal, I think it was, was it the Varn or Adkins versus Varn, it was a case about a child being chased out into the street by a pack of wild dogs up in Greenville, and

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essentially, the Supreme Court said, this is a City, basically it's a City administrative provision, and whether they enforce or not enforce those ordinances is up to the City. You know, so in a sense, Justice Toal was recognizing at that time, now I think that was Seventeen years ago, that may have changed, but the implication from that Adkins versus Varn is that, that we are -- part of that case had to do with cutting all of the periphery and getting down to the plain language, and what does the plain language of the statute say? And in that case the Supreme Court gave the benefit of the immunity to the local governmental entity. And I think that we're entitled to the plain language here. It's clear, what we're dealing with is administrative actions, quasi judicial actions, but administrative actions of the municipal entity. And I feel like we're entitled to, to the immunity.

And Your Honor's questions is, do you get the immunity if you don't follow, if you don't do the act properly? If it's true immunity it probably wouldn't matter whether it was done properly or not, but the way the immunity has been deluded by the Supreme Court, I think probably we come away with, it means nothing anymore. In order to be immune you have to show that you were not negligent. And if that's the case, why have immunity? And I don't mean to be testy, but I mean, you know, as I read those things, either it has

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meaning or it doesn't, so I go back to Justice Toal, Chief Justice Toal's Opinion in Adkins versus Varn. You read it and it means what it says. So, I mean, I believe we're entitled to the benefit of the administrative act immunities.

THE COURT: Alright, sir. Thank you, sir.

Mr. Hutto, one thing I want you to address, since he's -- one thing I want you to address. Since he has brought in all of his, renewed all of his motions for directed verdict again, one question I have is, I want you to answer the question about the damages issue, about revenue.

MR. HUTTO: I concede.

THE COURT: Okay, thanks. Okay. That's easy for me.

Alright, now, with regard, with regard to whether or not there was negligence, whether it was done properly or, the administrative actions were done properly, I think that's a question of fact for the jury, so I'm going to deny your request for a directed verdict on that.

With regard to the taking issue, and I'm going to have to -- the taking issue, I've looked over different cases. Clearly, well not clearly, if it was clearly we wouldn't be here. But the Byrd versus City of Hartsville case, Two thousand five case, says that "When it has been factually determined that a property owner has been deprived of all economic use of his property there is a taking, per se." Do

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you want to address that?

MR. KULMALA: I don't recall the specifics in the Byrd versus Hartsville case, - - -

THE COURT: Yes, sir.

MR. KULMALA: --- but I believe that that was not a police power situation. I mean, we have ...

THE COURT: I understand that. No, it wasn't a police power case.

MR. KULMALA: And that's, that's the difference between, between one and the other is, we're not talking about apples and oranges we're talking about apples and airplanes. And, you know, so really, it is the jurisprudence of police power, and that's, I confess, that's all over the place, but you know, what I have distilled from it is, when a municipality or a local government has certain laws, ordinances, and they may work a deprivation of somebody's individual rights, you don't analyze that like a taking of property under the Fifth Amendment, you recognize that the City has, I guess in -- has some obligation, responsibility to the citizens and that action basically has the go ahead, the approval from the Courts under the police power. And that, Your Honor, is, our entire argument is, it's not condemnation, it is police power.

THE COURT: I understand. And the two, and you gave me two cases using police power.

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MR. KULMALA: Correct.

THE COURT: And one of them was for a blighted neighborhood, and the other one, the other case involved the highway right of way, where it messed up the median.

MR. KULMALA: I think it was the Wilson case.

THE COURT: Yes, sir. Okay. And I see this as different. Okay? The Gray case, which is a Nineteen ninety-two case, Gray versus South Carolina Department of Highways, and it has a line in there that says, "Any suggestion that most takings of property are not compensable merely because they have safety as a purpose would be untenable." And then it cites a Nineteen twenty-three case. "The exercise of a municipality's police powers will not be allowed to violate Article One, Section Seventeen, of the State Constitution which provides that private property shall not be taken for public use without just compensation." Okay? You see where I'm going with this?

MR. KULMALA: I see where you're going. I'm not familiar with that case in particular.

THE COURT: I understand.

MR. KULMALA: I certainly, certainly will stand on my argument until the day I die that this is authorized under the police power.

THE COURT: No, no, no, and I think you should. I think you should. But it seems to me that this is a case

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that, where there has been an inverse condemnation either by actual taking or by enforcement of regulatory provisions. So, I am going to find that there was a taking. And I will, and Mr. Kulmala, I am going to note your objection to my ruling so that can be preserved for appeal.

MR. KULMALA: Thank you, Your Honor.

THE COURT: Yes, sir, thank you.

Alright, now, I don't know what I'm going to do with the trespass. I'm going to think about it. I've got real concerns about permission aspects of it, so - - -

MR. HUTTO: Your Honor.

THE COURT: Yes, sir.

MR. HUTTO: I'm satisfied that if we can go forward to the jury on the two that you've got, that the other one would pretty much be superfluous to that. I mean, I - - -

THE COURT: The permission aspects of the trespass give me very much concern. I think it's going to be confusion enough for the jury. So, you are - - -

MR. HUTTO: If your ruling is that we get to go forward to the jury on the issue of negligence and on the issue of the taking, then I will withdraw the third cause of action.

THE COURT: Well, that's where we are right now.

MR. HUTTO: Well, I mean, we are at the end of their case, so, I mean, that's - - -

THE COURT: Yes, sir.

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MR. HUTTO: And so, if that is your determination I withdraw the other cause of action.

THE COURT: Alright, sir. So, trespass is gone.

MR. KULMALA: So, trespass is withdrawn, but we're still going forward with the negligence and the taking?

THE COURT: That's where we are right now, unless y'all talk and we -- because you understand that with the negligence aspects I will be charging all of the applicable law, both tort claims and the IMPC -- did I do that right?

MR. KULMALA: IPMC.

THE COURT: IPMC. IPMC. I'll be charging all of that.

MR. KULMALA: I understand.

THE COURT: Okay. Alright, sir. So, we've got to come up with a verdict form that will look right. Okay.

Anything else, Mr. Kulmala?

MR. KULMALA: Then we should go forward with our damages witnesses for purposes of compensation tomorrow?

THE COURT: Oh, yes, yes, sir. For purposes of the taking. Okay?

MR. HUTTO: Nine o'clock?

THE COURT: is nine o'clock alright with y'all?

MR. KULMALA: That's fine.

THE COURT: Okay. Alright, and I think I've got a, or excuse me, a sample or something to start with, with a verdict form, so I'll get y'all to look at that before y'all

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leave, or take it with you.

MR. HUTTO: If, can it be, can your law clerk E-mail it to us so we'll have it in a form we can manipulate?

THE COURT: Sure. I can do that. Is that alright with you?

MR. KULMALA: That's fine.

THE COURT: Have we got Pete's E-mail?

LAW CLERK: I'm not sure.

THE COURT: I wish he was that good.

MR. KULMALA: They should have it. It's very easy, Pete Kulmala at Hotmail, dot, com. That's the one I use.

THE COURT: So y'all are not going back, neither one of y'all are going back to your office?

MR. HUTTO: I can, like I say, if you've got my office I can access that one at home, too.

THE COURT: Okay. Thank y'all.

MR. KULMALA: You've still got to rule on requests to charge tomorrow?

THE COURT: Oh, yeah, yeah. Do y'all want to, do you want to try and get here a little early to go over the requests to charge? And Mr. Hutto, you haven't given me any requests to charge and - - -

MR. HUTTO: I will have, we'll have a few now that I know which way we're heading with the case.

THE COURT: Okay. And you have Mr. Kulmala's? You

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should.

MR. HUTTO: Do I? No, not his E-mail, his request to charge.

THE COURT: Okay. Some of the front page are part of my general charge, but, just so you'll know. Okay? Thank you, sir.

MR. KULMALA: Thank you, sir.

THE COURT: Alright. I appreciate it.

(Recess for the day.)

DATE:

OCTOBER 7, 2011

THE COURT: Are we on the record?

COURT REPORTER: We are now.

MR. HUTTO: Mr. Kulmala asked me about Exhibit Twenty-six, Defendant's Exhibit Twenty-six, which he discussed yesterday and didn't put into evidence. I don't have any objection to that.

THE COURT: Okay. As I understand it, Defendant's Twenty-six and Thirty-six are in without objection?

MR. HUTTO: Right.

THE COURT: Okay.

(Defendant's Exhibits Twenty-six and Thirty-six marked and filed.)

MR. HUTTO: Your Honor, now that we are at basically, a little second prong of the trial I do, based on our

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discussions about the jury charges which we've gone over and reviewed with out in the last hour or so, we basically found that you are going to be charging a gross negligence standard. I want to move to conform my pleadings to -- I've agreed to the charge on that, I'm moving to amend on my pleadings, so that's what we've pled to be proved in this case.

THE COURT: Alright, sir. Any objection to that?

MR. KULMALA: No objection. I'd just, so that there is no apparent default as to the change of standard that our responsive pleading would be amended so as to conform to the new gross negligence standard.

THE COURT: That's, and we all agree that the gross negligence standard is a higher standard is a higher standard than the negligence standard that was originally pled.

MR. KULMALA: That's correct.

THE COURT: Okay. Alright.

MR. HUTTO: And Your Honor, just so I'm clear about this next little phase, my intention is to offer the landowner to give a value, and I believe they have a witness to give a value. I assume I go first, my witness goes first. I don't know, but I have no problem with that. Is that how we're going to do it?

THE COURT: It doesn't matter.

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MR. HUTTO: Okay.

THE COURT: However y'all want to do it.

MR. KULMALA: This is tera firma incognita in some respects, and I would think since throughout the trial plaintiff has the burden of going first, this is, you know, we will - - -

THE COURT: It's appropriate that they go first? Okay. Alright. Okay.

Alright, is the plaintiff ready to proceed?

MR. HUTTO: Oh, yes, sir.

THE COURT: Is the defendant ready to proceed?

MR. KULMALA: The defendant's ready.

THE COURT: Alright, bring the jury out.

(Whereupon, the jury enters the courtroom.)

THE COURT: Alright, ladies and gentlemen, we're down to the wire, y'all have been an excellent attentive jury the whole time, so we are now ready to take the final little bit of testimony. After we take that testimony we'll take a short break, and we'll come back and we'll begin closing arguments. After closing arguments we'll probably take another little quick break and then I'll charge you with the law. And that's generally how the morning is going to go. Okay? So, if y'all will bear with us right now we're going to take the final little bit of testimony. And I believe,

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Mr. Hutto, you're going to need to recall a witness?

MR. HUTTO: I'm going to call Sukla Chakrabarti.

THE COURT: Okay. Good morning. Ma'am, please put your left hand on the Bible and raise your right hand, please, ma'am.

CLERK: Would you state your name for the record, please?

WITNESS: Sukla Chakrabarti.

(Whereupon, Sukla Chakrabarti is duly sworn.)

CLERK: Thank you.

THE COURT: Okay, if you would have a seat and get comfortable. I know you've been seeing what everybody else has been doing. Okay?

MR. HUTTO: Mrs. Chakrabarti, have you got some gum?

MRS. CHAKRABARTI: No gum.

MR. HUTTO: Oh, okay.

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SUKLA CHAKRABARTI - DIRECT EXAMINATION

BY MR. HUTTO:

Q. Alright. Tell me your name, please?

A. Sukla Chakrabarti.

Q. We're not going to go through anything, all this other stuff about the case, I'm asking you one specific item here, we'll talk about the value of the house at the time that it was taken by the City and demolished. Okay?

A. Okay.

Q. Alright. You were the owner of the house?

A. Yes, sir.

Q. At the time, at that time?

A. Yes, sir.

Q. You and your husband owned that house, correct?

A. Yes, sir.

Q. And as the owner of the property at that time, in June, or the summer of Two thousand, do you have an opinion as the owner as to what the fair market value was of the house as it was at that time, in the summer of Two thousand five?

A. I think it should be about a hundred and sixty to a hundred seventy thousand dollars.

Q. A hundred sixty to a hundred seventy thousand dollars?

A. , sir.

Q. Okay. Now, let me ask you just a couple of questions to be sure. You and your husband had paid for this out of your

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joint account?

A. Yes, sir.

Q. And how much had you paid Mr. Singleton?

A. Thirty-five thousand dollars.

Q. And then, you paid Mr. Darby?

A. Forty thousand dollars.

Q. And then you paid Mr. Coulter about how much?

A. More than a hundred thousand dollars.

Q. Alright. And you realize that the house wasn't fully restored at the time that it was bulldozed, correct?

A. Yes, sir.

Q. Alright. But you do know how much Mr. Singleton had paid for the house when it bought it in Nineteen ninety-six, is that right?

A. Yes, sir, yes.

Q. How much was that?

A. He paid a hundred seventy thousand dollars. The last year he did the beautiful deck and swimming pool, and pump house.

Q. Okay.

A. So, that would be out of that maybe thirty, forty thousand dollars.

Q. Okay. So, after he bought it for a hundred and seventy in Ninety-six, he added some things, didn't he?

A. Yes, sir.

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Q. And then, unfortunately, somebody broke in and set the house on fire, arson or whatever, it caught on fire?

A. Yes, sir.

MR. HUTTO: Okay. I think that's all the questions that I have.

THE COURT: Anything on cross?

MR. KULMALA: Just briefly, Your Honor.

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SUKLA CHAKRABARTI - CROSS-EXAMINATION

BY MR. KULMALA:

Q. Mrs. Chakrabarti, you testified you believe the value is between a hundred and sixty and a hundred and seventy thousand?

A. Yes, sir.

Q. And that was at the time that the house was demolished?

A. Yes, sir.

Q. Now, you saw the videos that we presented a couple of days ago, did you not?

A. Yes, sir.

Q. And that was the house shortly before demolition?

A. I'm not sure about that.

Q. Okay. And if I understand you correctly, it's your belief that the house in its condition when it was demolished, you think it was worth between a hundred and sixty and a hundred and seventy thousand?

A. Yes, definitely, I do. And we had spent that much money.

Q. Do you know that, whether or not the amount of money spent on a house has anything to do with the real fair market value?

A. I understand.

Q. You understand - - -

Yes.

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Q. --- that you can put a whole lot more money into a house than it's really worth?

A. Yes, sir.

Q. And that fair market value essentially means, you put it on the market and somebody is willing to pay that?

A. Definitely, because that is a very good neighborhood, and people like to live in, and they will pay the neighborhood, they will pay for the school district. So, it applies values, depending on which location the prize is, the house is.

Q. So, your opinion of value in the condition that it was in June of Two thousand five is, somebody would be willing to pay a hundred and sixty or a hundred and seventy thousand dollars for that house?

A. Definitely.

MR. KULMALA: Thank you, that's all the questions that I have.

THE COURT: Anything on redirect?

MR. HUTTO: I just want to clarify.

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SUKLA CHAKRABARTI - REDIRECT EXAMINATION

BY MR. HUTTO:

Q. It's not just the house, but it's the house, the lot, the swimming pool, the pool house, the deck, all of the property?

A. Yes, yes, sir.

MR. HUTTO: Okay.

THE COURT: Anything on recross?

MR. KULMALA: Nothing on recross.

THE COURT: Thank you, ma'am, you may step down.

WITNESS: Thank you.

MR. HUTTO: Your Honor, that is our witness on value.

THE COURT: Alright, Mr. Kulmala.

MR. KULMALA: Your Honor, the defendant calls Mr. Chuck Hinson.

THE COURT: Mr. Hinson. Alright, Mr. Hinson, if you would put your left hand on the Bible and raise your right hand, please, sir, the clerk is going to swear you in.

CLERK: State your name for the record, please.

WITNESS: My name is Chuck Allen Hinson.

(Whereupon, Chuck Allen Hinson is duly sworn.)

CLERK: Thank you.

THE COURT: If you'll have a seat and get comfortable, please, sir.

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CHUCK ALLEN HINSON - DIRECT EXAMINATION

BY MR. KULMALA:

Q. Mr. Hinson, you are here at my request today to testify as to the value of the house that was located at, or the property that was located at Twenty-two forty-two Middleton, is that correct?

A. That is correct, Counselor.

Q. And what do you do for a living?

A. I am a generally, a certified general appraiser with a South Carolina license.

Q. And how long have you been licensed as an appraiser in South Carolina?

A. As of the Twentieth of last month, September the Twentieth, I have been appraising real estate for Forty years, sir.

Q. Okay. And for how many years have you been serving as an appraiser in the Orangeburg area?

A. Approximately Thirty-five years, sir.

Q. Is there any way that you could give an approximation of how many residential appraisals you've done in this area over the last Thirty-five years?

A. Sir, it would be somewhere between Twenty-five hundred and Three thousand.

Q. Okay. And would you explain to the jury what it is than an appraiser does?

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A. An appraiser's job is to render a value opinion for a piece of property. In doing that several things are involved. The first thing he has to do is to define the appraisal problem. There are all types of appraisals, as this Court is aware. He has to determine, this was a residential property that was being appraised. The appraiser checks courthouse records, he checks sales, he goes to the property and walks the property. He takes photographs, he measures the buildings. Then he inspects sales to arrive at a value opinion for the property.

Q. Okay. And in this case because your appraisal was done several weeks ago, well after the demolition of a building, instead of walking the premises and looking at the buildings did you have an opportunity to review the video tape that we had discussed earlier today?

A. Yes, sir, I have reviewed that tape.

Q. And that was a video tape of the Twenty-two Forty-three Middleton residence just before demolition, do you understand that to be the case?

A. That is my assumption, yes, sir.

Q. And did you engage in a full appraisal analysis and evaluation to render an opinion as to the value of the Twenty-two Forty-three Middleton property?

A. Yes, sir, I did. As I explained a moment ago, I went to the courthouse and checked the records on the subject

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property. I pulled the past deeds on the property, the history of the property. I went and, went to the tax assessor and got information, their information on the property. I checked courthouse records, tax assessor's records, then I went to the property and I walked that property. I taped and measured the buildings on that property that were existing at the time I looked at it. I also taped and measured the driveway, looked at the shrubbery there, measured the buildings, and took photographs.

Q. And I believe the work product that an appraiser generates is an opinion of fair market value of the property?

A. That is correct, sir, you're looking for the fair market value as of the effective date of appraisal.

Q. And what, what is the definition of fair market value that is generally accepted in the real estate business?

A. The law has held that they use the definition used by the comptroller of the currency of the United States. They state that the definition of fair market value is the most probably price a property will bring in the open market if exposed to the market. It assumes that the buyer and the seller of that property are acting in what they consider to be their own best interest, they are knowledgeable about what they are doing, and the terms of the sale are given a

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proper exposure time. In other words, the property is exposed for sale in the open market.

Q. And in your analysis in this case have you prepared a written appraisal report?

A. Yes, sir, I have.

MR. KULMALA: May I approach?

THE COURT: Yes, sir.

Q. I hand you what's been marked as Defendant's Exhibit Thirty-six and ask you if you recognize that as your appraisal report for this case?

A. This is my report, yes, sir.

Q. And did you arrive at an opinion as to fair market value of this property?

A. Yes, sir, I did.

Q. And the, the effective date of the value opinion would be June Thirteenth of Two thousand five?

A. That is correct, sir.

Q. And that's the time of the notice of condemnation?

A. That is correct, too, sir.

Q. And what is your opinion of value as of June Thirteenth, Two thousand five?

A. My opinion of value as stated in the report is Forty-five thousand Dollars.

Q. Now, do I understand from what you described as fair market value a few minutes ago, the property in its

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condition as of June Thirteenth, Two thousand five, the fair market value, or the price that it would be expected to bring on the open market would be Forty-five thousand Dollars?

A. That's the maximum value in my opinion, sir.

Q. Now, I want to hand you, if I could, Defendant's Exhibit Number Twenty-six and ask you if you had seen and considered that document as part of your evaluation process?

A. Yes, sir, I certainly have.

Q. And Exhibit Number Twenty-six is te invoice for cost of demolition of the building?

A. That is correct, sir.

Q. And what is the amount of that?

A. The amount shown here is a total of Twelve thousand twenty-five Dollars.

Q. And does your fair market value -- well, let me ask you this, does that add to or subtract from the value of the property?

A. It would be subtracted from the Forty-five thousand Dollar fair market value. In other words, this property that I appraised has historically been a residential property. Zoning has it has as a residential use property. P[illegible] deed restrictions have it listed as a residential property. Past historical use has been for a residential property. If we were going to build another residence on

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that property we would have to remove any articles there that would prevent that construction. In other words, the form of residence would have to be removed, and you would have to take that cost away. It's what's known as a cost to cure. If you buy a wooded lot and you're going to build a house on it you've got to remove those trees or any impediments before you can build. That is a cost to cure to be able to use the property. In this case we had a very devastating fire, the building was, from the video that was given me, or the DVD, was in very bad condition, had to be removed before you could put another building on that property. I hope I've answered your question, sir.

Q. You have, and I appreciate that. What I want to ask you to do is, if you would tell me, then, with that cost of cure considered, as part of the value, you said that would be, the cost of demolition would be subtracted from your value opinion?

A. It should be, sir, if the lot is sold, yes, sir.

Q. And if you subtract that Twelve thousand and twenty-five Dollars, then the total - - -

A. Would be approximately Thirty-three thousand Dollars. Keep in mind that you round things. If you look at courthouse records and you look at sales, occasionally, but very seldom does a valid sale sell for Forty-five thousand nine Dollars and Twenty-six Cents. Generally, they're

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rounded, and you would round to around Thirty-three thousand Dollars.

MR. KULMALA: Thank you, sir. Answer any questions that Mr. Hutto may have.

A. Yes, sir.

THE COURT: Mr. Hutto, your witness.

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CHUCK ALLEN HINSON - CROSS-EXAMINATION

BY MR. HUTTO:

Q. Good morning, Mr. Hinson.

A. Good morning, Counselor.

Q. You never went into that house prior to the demolition?

A. Not for this case, no, sir.

Q. Okay. And now, prior to -- you did, as part of your search, and search of the courthouse records you tracked the prior ownership history of this house?

A. Yes, sir, I certainly did.

Q. Okay. And in fact, I think you got some very nice pictures in there showing, on Page Eleven, the general tenor of that neighborhood, tall trees, one of the main residential neighborhoods in the City of Orangeburg, right down from the little park there?

A. It's a very nice neighborhood, Counselor.

Q. Okay. And most of those houses on either side of that road going down there, sell in the range of a hundred and eighty, Two hundred, up to Three hundred thousand Dollars?

A. Most of them would be in that range, I would agree with that, sir.

Q. Okay. And you know that Mr. Singleton had paid a hundred and seventy thousand for it when he bought it in Ninety-six?

A. That's correct, sir.

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Q. And you're also aware that Mr. Singleton, after he purchased it, had put the swimming pool, the deck, the pool house and the pump house into the back yard?

A. That is correct, sir.

Q. Those things add value?

A. Certainly, sir.

Q. And I think you made an estimation as part of your approach that the cost of that swimming pool would have been roughly Sixteen thousand Dollars?

A. Yes, sir.

Q. Alright. And you also determined that there was, the wooden deck that was there, you'd have, said that that would have cost around Six thousand Dollars?

A. I'm saying that was contributory value, yes, sir.

Q. Okay. And that the contributory value of the fence, there was a fence along the back property line, that was around Six hundred and Sixty-five Dollars?

A. Yes, sir.

Q. There was paving, I guess that's the driveway paving you're talking about, and some of the paving around the pool?

A. That is correct, sir.

Q. And the contributory value of that was Thirty-four hundred Dollars?

A. Approximat , yes, sir.

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Q. Okay. And also, there was some landscaping, shrubbery, and that kind of thing, and you put a value of around Five hundred Dollars on the landscaping that was there?

A. That's correct, sir.

Q. Okay. So, after the house was purchased by Mr. Singleton for a hundred and seventy thousand in Ninety-six, the pool, the deck and the pump house, the pool house, the fence and that kind of thing, with some of the paving around the pool or whatever, concrete around the pool, all that was added?

A. That's my understanding, sir.

Q. And that would have added value to that house?

A. Yes, sir.

Q. Okay. Then along comes a person and burns the house down, and it experiences a fire, correct?

A. That is correct, sir.

Q. Alright. And now, your understanding, and I know you didn't go there I guess during that time, but the pool and the fence and the deck and the pool house and the pump house, they weren't burned?

A. Not to my knowledge, no, sir.

Q. Okay. And the, and you have some photographs in your, and we're going to, that's going to be in evidence for the jury to look at, but you actually have some photographs in your report of the structure showing fire damage, do you

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not?

A. I do, sir, in the addenda or the back part of the report.

Q. Okay. And they show portions of the roof collapsed, burned out portions all along the eaves, the doors being burned and the windows being out, that kind of thing?

A. They do, sir.

Q. Alright. And you are also aware from all your time of knowledge of real estate that fire causes some damage and then the putting out of the fire sometimes there's water damage other damage related to the extinguishing of a fire that might be more than, I'm not saying more than, but in addition to the fire itself, sir?

A. Well, certainly, sir.

Q. Okay. And what I understand is, also, that one of the things you looked at and determined in value was, you looked at the value of that lot?

A. I looked at the value of the lot, yes, sir.

Q. And, and when I look on Pages Seventeen through Twenty-one, to establish lot value you looked at some other undeveloped lots in the Orangeburg area to see sort of what lots were going for, is that right?

A. That is correct, sir.

Q. Okay. But here's what I guess I want to ask you is, some of the lots you looked at were undeveloped lots in,

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like, the Brook Hill Subdivision, or one of them was out in the country, another one was in the Huntington Subdivision, one was in the Laurel Hill Subdivision, and I guess what I'm asking you is, lots that are in subdivision or out in the country aren't necessarily the same value as a lot that's right in town in one of the most prestigious or best kept neighborhoods in town, is it?

A. No, sir.

Q. Okay. And one of the reasons you couldn't look to the value of a lot on Middleton Street is because there are no lots on Middleton Street?

A. Middleton Street is in one of Orangeburg's nice older neighborhoods, and it's near what an appraiser would call fully developed. In other words, there are no lots in the immediate neighborhood. Well, you can't say the lot has no value because there's no sales, you've got to go out and find other sales. And where you look is neighborhoods that are in as close a proximity as possible, that occurred in the time frame, and that are being used for the exact same purpose. And you look in neighborhoods that the houses are as comparable to the subject as you can possibly get. Now, in my report, starting on Page Twenty-four, I didn't use one or two sales to make this determination, I pulled numerous sales and put Eleven sales in this report. I went into a pretty extensive explanation of how adjustments were made,

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and then I adjusted the more comparable sales to come up with my value for the lot.

Q. Okay. And would it be fair to say that in your evaluation that you've given, the opinion you've given to the jury and to the Court, you didn't put any value on the brick house or the roof or anything else, you made the assumption that it had to be torn down?

A. Based on the information provided, the DVD, it was my professional opinion that that was the best course.

Q. Okay. And so, to answer my question then, you put no value on the structure itself?

A. No, sir, I did not.

Q. Okay. And the City hired you to give this opinion?

A. The City hired, I was hired directly by Mr. Pete Kulmala, the attorney for the City.

Q. And how much are you paid for your testimony today?

A. I haven't figured the bill for the testimony. For - - -

Q. Is it based on an hourly?

A. Generally speaking, sir.

Q. How much?

A. What I have charged for the work to this point is One thousand Dollars.

Q. Okay.

MR. HUTTO: Thank you, sir.

THE COURT: Anything on redirect?

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him about this super secret Board of, Construction Board of Appeals, but we didn't tell him where they're located or where you could find them, or who they were. We also didn't tell him anything about, well, if you didn't like what they said you could go to Court. None of that. But they did tell him about Judge Houser, but then they ignored it. Again, that goes to the intention.

Ladies and Gentlemen, y'all have been very patient, and I'm going to sit down now, and the Judge is going to charge you the law. We'd just ask you to do what you think is right. Thank you.

THE COURT: Thank you, Mr. Hutto.

CHARGE BY THE COURT:

THE COURT: Ladies and gentlemen of the jury, y'all have heard the arguments of counsel, you've heard all of the evidence in this case that you're going to hear, and it's now my duty to explain the law to you.

Mr. and Mrs. Chakrabarti have claimed that they were injured by the actions of the City of Orangeburg, and they are also claiming in their law suit that the defendant should compensate them.

During the trial you and I have certain duties to perform. My responsibility is to preside over the trial and to rule on the admissibility of the evidence. You are to consider only the evidence before you. You are to consider

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only the testimony which has been presented from this witness stand, any exhibits which are made a part of the record, and there are plenty of them, and any stipulations of counsel.

In every case you, the jury, are the sole and exclusive judge of the facts. A Trial Judge cannot comment on, or make any statement about the facts in a case. Since you are the sole judges of the facts, do not think by anything I have said during this trial that I have an opinion about the facts. The law does not allow me to have an opinion, and I do not have one.

The burden of proof in this case is by a preponderance of the evidence. A preponderance of the evidence simply means the greater weight of the evidence. It is evidence which as a whole shows that the facts sought to be proved is more likely true than not true. This can be illustrated by imagining a set of scales, that's what I did at the very first. When the case begins the scales are even. After all of the evidence has been presented, if the scales remain even or if they tip even slightly in favor of the defendant, then the plaintiff has failed to meet his burden of proof and would not be entitled to recovery in this case. On the other hand, if the scales even slightly in favor of the plaintiff, the plaintiff will have met his burden of proof and you should return a verdict for the plaintiff.

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The preponderance of the evidence is not determined by the number of witnesses. Instead it must be determined by the greater weight of all the evidence.

There are two types of evidence generally presented during a trial, direct evidence and circumstantial evidence. Direct evidence is the testimony of a person who claims to have actual knowledge of a fact, such as an eye witness. It is evidence which immediately establishes the main fact to be proved. Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact. It is evidence which immediately establishes collateral facts from which the main fact may be inferred. Circumstantial evidence is based on inference and not on personal knowledge or observation.

To determine the facts in this case you will have to evaluate the credibility, which means the believability of each witness. Some of the things you may consider as you decide whether or not to believe a witness's testimony include, what was the manner and appearance of the witness who testified? Was he or she straightforward or hesitant in answering? Was the testimony of a witness consistent or inconsistent? How did the witness come to know the facts that he or she testified to? What was his ability to know these facts? Is there some reason a witness would want to give testimony which would help or hurt one side or the

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other? In other words, was the witness biased or prejudiced? Was the testimony of a witness strengthened or weakened by testimony or other evidence? Throughout this process you have but one objective, to seek the truth regardless of its source.

The rules of evidence ordinarily do not permit witnesses to testify to opinions or conclusions. And exception to this rule exists for witnesses we call expert witnesses. A witness who by education and experience has become expert in some art, science or profession, may give an opinion as to the subject the witness claims to be an expert in, and may also give the reasons for the opinion. You should consider any expert opinion like any other evidence and give it the weight you think it deserves. If you decide that an expert witness's opinion is not based on sufficient education and experience, or if you decide that the reasons given in support of the opinion are not sound, or that the opinion is outweighed by other evidence, you may disregard the opinion entirely. And expert witness's testimony is to be given no greater weight than that of other witnesses simply because the witness is an expert, and you do not have to accept an expert's opinion even though it is uncontradicted.

The Constitution of this State, Article One, Section Seventeen, provides that private property shall not be taken

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for public use without just compensation being first made therefor.

The plaintiff's burden of proof cannot be met by relying on the theory that the thing speaks for itself or that the very fact of injury indicates a failure to exercise reasonable care. A plaintiff must identify a duty that the defendant has to protect him or her from a particular harm to merit consideration of his or her claim by a jury.

A governmental entity is not liable for a loss resulting from legislative, judicial or quasi judicial action or inaction. A governmental entity is not liable for a loss resulting from administrative action or inaction of a legislative, judicial or quasi judicial nature. A governmental entity is not liable for a loss resulting from execution, enforcement, or implementation of the orders of any Court or execution enforcement of lawful implementation of any process. A governmental entity is not liable for a loss resulting from adoption, enforcement or compliance with any law or failure to adopt or enforce any law. A governmental entity is not liable for a loss resulting from the exercise of discretion or judgement by the governmental entity or employees or the performance or failure to perform any act or service which is in the discretion or judgement of the governmental entity or employee. A governmental entity is not liable for a loss resulting from regulatory

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inspection powers or functions, including failure to make an inspection or making an inadequate or negligent inspection of any property to determine whether the property complies with or violates any law, regulation, code or ordinance, or contains a hazard to health or safety. A governmental entity is not liable for a loss resulting from licensing powers or functions including but not limited to the issuance, denial, suspension, renewal or revocation of, or failure or refusal to issue, deny, suspend, renew or revoke any permit, license certificate, approval, registration order or similar authority except when the power or function is exercised in a grossly negligent manner. A governmental entity is not liable for a loss resulting from institution or prosecution of any judicial or administrative proceeding.

Now, the International -- and you've heard plenty of testimony about this -- the International Property Management Code was adopted by the City of Orangeburg. All unsafe buildings within the terms of the International Property Maintenance Code are hereby declared to be public nuisances and shall be vacated and then repaired or demolished. And that's according to an Orangeburg County Ordinance.

Now, you've heard me talk about a number of different, well, not me, you've heard the witnesses talk about different sections of the IPMC code. And I'm going to read

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those sections to you. IPMC Code Section One O Seven. One O Seven, Point, One, is "Notice To Owner or Person or Persons Responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given to the owner or the person or persons responsible therefor in the manner prescribed in Sections One O Seven, Point, Two, and One O Seven, Point, Three. Notices for condemnation procedures shall also comply with Section One O Eight, Point, Three."

Section One O Seven, Point, Two, is the form. "Such notice prescribed in Section One O Seven, Point, One, shall be in accordance with all of the following: One, be in writing; Two, include a description of the real estate sufficient for identification; Three, include a statement of the violation or violations and why the notice is being issued; Four, include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code; and Five, inform the property owner of the right to appeal.

Section One O Seven, Point Three, Method of Service. "Such notice shall be deemed to be properly served if a copy thereof is delivered personally, sent by certified or first class mail addressed to the last known address, or if the

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notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice."

Now, we move on to Section One O Eight. Section One O Eight, Point, One, General. "When a structure or equipment is found by the code official to be unsafe or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

Section One O Eight, One, One, Unsafe structures. "An unsafe structure is one that is found to be dangerous to the life, health, property, or safety of the public, or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment, or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation that a partial or complete collapse is possible."

Section One O Eight, One, Three, Structure Unfit for Human Occupancy. "A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful, or because of the degree to which the structure is in disrepair or lacks maintenance or is insanitary, vermin or rata infested, contains filth and contamination, or lacks ventilation, illumination, sanitary

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or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public."

Section One O Eight, Point, Two, Closing of Vacant Structures. "If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons, and the costs thereof shall be charged against the real estate upon which the structure is located, and shall be a lien upon such estate, and may be collected by any other legal resource."

Section One O Eight, Point, Three. Notice. "Whenever the code official has condemned the structure or equipment under provisions of this section notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section One O Seven, Point, Three. If the notice

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pertains to equipment it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section One O Seven, Point, Two."

Section One O Eight, Point, Four. Placards. "Upon failure of the owner or person responsible to comply with the notice provisions within the time given the code official shall post on the premises or on the defective equipment a placard bearing the word, condemned, and a statement of the penalties provided for occupying the premises, occupying the equipment, or removing the placard."

Now, we move on to Section One Ten. One Ten, Point, One, General. "The code official shall order the owner of any premises upon which is located any structure which in the code official's judgement is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure, or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove, at the owner's option, or where there has been a cessation of normal construction of any structure for a period of more than two years to demolish and remove such structure."

One Ten, Point Two. Notices and orders. "All notices and orders shall comply with Section One O Seven."

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Section One Ten, Point, Three. Failure to comply. "If the owner fails to comply with the demolition order within the time prescribed the code official shall cause the structure to be demolished and removed either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate."

One Ten, Point, Four. Salvage materials. When any structure has been ordered demolished and removed the governing body or other designated officer under said contract arrangement aforesaid shall have the right to sell, to salvage any valuable materials at the highest price obtainable. The net proceeds of such sale after deducting the expenses of such demolition and removal shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted for the person who is entitled thereto, subject to any order of a Court. If such a surplus does not remain to be turned over, the report shall so state."

And that concludes the provisions of the IPMC that I am reading. Now, I'll continue charging you on the general law.

It shall be unlawful for the owner of any building or

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structure which has been damaged by fire or otherwise to such an extent as to be unsafe and unfit for continued or further use or occupation in substantially the same manner in which it was used or occupied prior to be damaged to permit such unsafe building or structure to remain except for so long a time as may be necessary to remove the debris from the premises.

Waiver is a voluntary and intentional abandonment or relinquishment of a known right. Stated differently, waiver requires a party to have known of a right and known he was abandoning that right.

Equitable estoppel occurs where a party is denied the right to plead or prove an otherwise important fact because of something which he has done or failed to do.

Collateral estoppel or issue preclusion prevents a party from re-litigating in a subsequent suit an issue actually or necessarily litigated and determined in a prior action.

Gross negligence is a relative term meaning the absence of care that is necessary under the circumstances. Gross negligence essentially involves an intentional conscious failure to do something which it is incumbent upon one to do, or the doing of a thing intentionally that one ought not to do. This degree of negligence denotes the failure to exercise even a slight degree of care. Conversely, there is

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no gross negligence where slight care is exercised. Gross negligence is the failure to exercise a slight degree of care. A person who is so indifferent to the consequences of his conduct as to not give a slight care as to what he is doing acts with gross negligence.

If you decide that the plaintiff is entitled to a verdict your next step would be to decide how much money the defendant would be required to pay. Actual damages are to compensate the plaintiff for the plaintiff's injuries or loss, and to put the plaintiff as near as possible in the same position that the plaintiff was in before the incident occurred. In other words, actual damages would be the actual losses and expenses which the plaintiff has suffered because of the defendant's negligence.

Also in this case you must determine the fair market value of the property at the time it was demolished, and you must make that a separate determination on the verdict form. You must only decide the amount, if any, the plaintiff land owner should be paid in order to be adequately paid for the property. This amount is called just compensation. The land owner has the burden of proving the amount of just compensation by the preponderance or greater weight of the evidence. Just compensation is the amount of money which would put the land owner in as good a position financially as he was in prior to the inverse condemnation of the

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property. In deciding what is just compensation you should consider the value of the property taken on the date of the taking. Fair market value is a price a willing buyer would pay and a willing seller would accept in the ordinary course of business if there were no forced sale. You may consider comparable sales of property to determine the fair market value of the property. A comparable sale is one which is not too remote in time and which has some similarities. The sale does not have to be in the same location as the property condemned, but it should be reasonably comparable. Fair market value includes the fair price for any current use of the property or any use which may be reasonably anticipated in the near future. The uses which may be considered must be so reasonably probable as to have an effect on the present market value of the land. You may consider all uses which the property is and might be adapted. Compensation should be awarded based on the most advantageous and valuable use of the property considering the existing or reasonably expected future business or wants of the community. You cannot consider a purely imaginative or speculative value. There must be a possibility considerable enough to be practically, to practically affect the property's market value. Fair market value is not sentimental value or the price the property would sell for under special or extraordinary circumstances. You should

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not consider any inconveniences or damages of a temporary nature to the land owner arising from the taking. Inconvenience and temporary effects which occurred during the taking are not to be considered as permanent and therefore should not be considered -- should not be included in the basis of the award.

Now, I have declared the law to you through these instructions to guide you to a just and lawful verdict. Whether some of these instructions will apply will depend on what you find to be the facts. The fact that I have instructed you on various subjects in this case, including damages, must not be taken as indicating an opinion of this Court as to what you should find to be the facts or to which party is entitled to your verdict.

Your verdict must represent the considered judgement of each one of you. In order to return a verdict it is necessary that each one of you agree on that verdict. Your verdict must be unanimous, all twelve of you must agree on the verdict. Your verdict cannot be based on sympathy, passion, prejudice, emotion or any other consideration not in evidence in this case. Remember at all times you are not partisans favoring one party over the other, you are the judges of the facts and your sole interest is to seek the truth from the evidence you have heard in this case.

Now, Mr. Foreman, I am going to go over this verdict

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form with you just to make sure hopefully that you understand it. Okay? Now, you're not going to get -- I'm just going to go over it with you now, but you're not going to take it with you. I'll explain that to you in a minute, but I want to make sure that you see the verdict form. It's got the case name, case docket number, and it says, verdict. The first question is, "We, the jury, unanimously find that the City was grossly negligent in demolishing the plaintiff's house." Yes or no. Now, you have directions after that. If you answered yes to Question One you will need to answer Question Two, and then continue to Question Three. If you answer no to Question One, you go directly to Question Three.

Now, Question Two reads, "Due to the gross negligence of the City, we, the jury, unanimously find that the plaintiff suffered blank amount of actual damages."

Now, Question Three is, "We, the jury, unanimously find the fair market value at the time of the demolition of the plaintiff's property by the City is blank dollars."

Okay, now, I want to make sure you understand, even though you will be giving me two numbers here, there's no possibility of a double recovery, these are just two different determinations that you, the jury, have to make on a factual basis.

Now, after you have made the determination you will

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sign it as the foreman and you will date it. And hopefully, that's going to be today. Okay?

Now, it says, after you have determined what you're going to do, after you've made the verdict form you will knock on the door, you will tell the bailiff that you've reached the determination. When you come in here I will ask you if you've made the determination, if it's a unanimous decision, and then I'll ask you to hand the verdict form to the bailiff and she'll hand it to me. Okay?

Now, I'm not giving you the verdict form yet, because you can't begin your determination yet, not quite yet, and I'm going to tell you why. I have charged you on the law, or what I think I should charge you on as far as the law is concerned. And I will excuse you to go back into the jury room, but you can't begin your deliberations, and while you're back there I will ask the lawyers, have I charged the law properly? Now, if they agree that I have charged the law properly then I will send the exhibits and the verdict form back there and I will say, you can begin your, you can begin to make your decision in this case. Now, if they said I left out something or I said something wrong, or I need to say something else I'll bring you back in here and tell you whatever that. Okay? Otherwise, in a few minutes you are going to get all the exhibits, which are going to take us a while to gather them all up. You will get the verdict form,

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and the bailiff will tell you you can begin your deliberations in this matter. Additionally, since it is lunch time, they're -- before you start anything we're going to take your lunch order. Okay? So, you can begin, so you don't have to worry about going out to get lunch or anything like that.

Now, let me tell you one other thing, when your lunch arrives you've got to quit deliberating. You can eat lunch, and then after you finish, everybody has finished eating lunch you can start deliberating again. Okay?

Alright, now, you go back into the jury room for a minute and let me find out from the lawyers whether I've told you all the law that I need to tell you. Okay? Remember, you cannot begin talking about this case yet, you're not ready to go. Okay? Thank y'all.

(Whereupon, the jury retires to the jury room.)

THE COURT: Anything from the plaintiff regarding the charges?

MR. HUTTO: No, sir.

THE COURT: Anything from the defendant regarding the charges?

MR. KULMALA: One moment, please.

THE COURT: Yes, sir.

MR. KULMALA: Your Honor, one thing, it does not have

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DATE:

DECEMBER 19, 2011

THE COURT: Ms. Harry Dot, the next case that we're getting ready to hear is Case Number 2007-CP-38-938, Ajoy Chakrabarti and Sukla Chakrabarti, Plaintiffs, versus City of Orangeburg, Defendant. And the defendant has filed a Motion for Judgement NOV, Motion for a New Trial, a Motion for a New Trial Remittitur, and Election of Remedies, and even though Mr. Kulmala, I know it's your motion, but perhaps to save time, have y'all made an election of remedies yet, or are y'all ...

MR. HUTTO: Well, yes, sir, more or less, but ...

THE COURT: Okay. Well, maybe, - - -

MR. HUTTO: Sort of.

THE COURT: --- I thought this might save us some time. I apologize for even hoping that.

MR. HUTTO: You will recall, the jury returned one verdict for a Hundred and Sixty-five thousand and another verdict for Eighty-five thousand. And what we have said in our election is that we obviously would elect the Hundred and Sixty-five thousand. However, we attempted to, and hope we have preserved our rights to collect Eighty-five thousand in the event that this were repealed, and it went up, and the Appellate Court struck down the grounds for the One Sixty-five, h said that the other, that the other verdict

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could stand. We do not, and let me be clear, we're not trying to double collect. Okay?

THE COURT: Right.

MR. HUTTO: What we're trying to do is, say, obviously, we would elect the higher number. However, should for any reason either this motion, this post trial motion you struck down the higher one, or a subsequent court struck down the higher number, we didn't want to be left with zero. We think, because it was an alternate, alternative verdict, that we should be able to get one or the other. We elect the higher one subject to its viability. I mean, obviously, we elect the higher. If they pay us the higher, we'll drop the lower. Okay? But I'm getting the impression that they might appeal the higher one, and if they are, which they have every right to do, we'd like to at least hold on to the opportunity to collect the lower one should an appellate court, if it were reviewing the case, determine that the higher verdict should be set aside. And that's, I hope I've explained what we're trying to do. We do not, under any circumstances, think that we're entitled to add both of those numbers together and collect that total sum.

THE COURT: Alright.

MR. HUTTO: And we would choose to collect the higher amount if they'll pay it. If they're going to appeal it we just want to have some reservation on the lower amount.

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THE COURT: Okay. Alright. And just let me mention one thing that I did not, we have not discussed, and I know nobody has said anything about it, perhaps because the City doesn't intend to pay you, y'all have not settled it, but one of the things that I think, if the parties are able to settle this case, because the City got this property by way of a tax deed, if they settle, if this case is settled in any way or if any money on appeal or anything like that passes to the plaintiffs, I'm going to require the plaintiffs to sign a quit-claim deed so that there won't be any title issues, and the City will not have to come forward and do a quiet title action, since they've got that. So, in the event that any money changes hands then I'm going to require the Chakrabartis, and I'm doing that just on my own motion so I can clear this up on my own, sui sponte.

Okay, now, alright, Mr. Kulmala, forget what I said, now I'm ready to hear from you in regard to your motions.

MR. KULMALA: Thank you, Your Honor.

THE COURT: Yes, sir.

ARGUMENT BY MR. KULMALA:

MR. KULMALA: As I understood on election remedies, it was sort of resolved. We want to be able to, or at least the plaintiffs want to be able to claim one or the other. And my understanding on, and I haven't found a whole lot of law on election remedies in South Carolina, but I'm not sure

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that, that a judgement in the alternative is what satisfies the rules with respect to the judgement. I'm not sure that we can have and/or this, I think ultimately a judgement, to be correct in form, would have to be one or the other, and I just mention that by way of some degree of opposition to that. I still have two moving targets to shoot at, and I'll try to shoot at them in my motions here.

THE COURT: Alright. Okay.

MR. KULMALA: As Your Honor indicated, I made multiple motions, JNOV, I'm sorry, new trial, new trial remittitur, and for election of remedies. The issues are essentially the same throughout, and I'd like to address first the negligence cause of action, and I'll be brief unless Your Honor has questions, and I believe in my Thirteen or so pages I've pretty much covered the facts in the law that bring us here today.

On the negligence cause of action we believe that the plaintiff has failed to present any evidence of the standard of care to be adhered to by a municipality in dealing with these issues. Essentially, I guess I'm reminded, I think it might have been Justice Andrews in the Palsgraff case, negligence will not do. We can't just look at an unfavorable situation and say the City was negligent. We need to see what the city's duty, obligation, and so forth, was, and in what manner did the city break or fail to live

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up to that duty. There was no evidence introduced in plaintiff's case of the duty to be followed by the City. Potentially I guess the argument would be, well, the International Property Maintenance Code establishes a duty. I wouldn't disagree with that, that that code adopted by the City becomes the guideline of what the City's supposed to do. However, there's been no evidence of any breach of that. Certainly, when one considers the testimony of Jim Meggs, I know that there was a colloquy between Mr. Meggs and Mr. Hutto which ultimately there was an area that was unclear about what the City was instructing the property owner to do on receipt of the notice. However, Mr. Meggs concludes his opinion on the issue as throughout the City copiously followed, copiously complied with the responsibilities established under the International Property Maintenance Code. So, Your Honor, we feel like there's been no evidence of duty coming from the plaintiff other than if the Court wants to accept the Property Maintenance Code, and certainly, Mr. Meggs has testified without any opposition from the plaintiff's side concerning the City's compliance. So, all we have is that whatever the City was supposed to do, it did, and therefore, the proof on, proof of negligence is sadly lacking.

We've also raised a number of defenses, immunities under the Tort Claims Act, and those are set forth

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particularly in the, on Page Three of my Brief, and we continue to feel like, particularly because the action of the City is administrative, is an administrative action, that we're eligible for the exemptions of, let's see, what is it, exemptions Number Two under Fifteen Seventy-eight Sixty, Exception Number Three under the same statute, Exception Number Four, and Exception Number Twenty-three. So, we would again, in support of our motion for JNOV argue that we're entitled to those exemptions under the Tort Claims Act.

A significant, a significant point on the negligence, wrongful condemnation, which I guess are -- wrongful condemnation would also be a variety of, of the tort, considered under the negligence standard, that we have pled the defense of waiver and estoppel. And Dr. Chakrabarti's own testimony, his own testimony on the issue is pretty clear, the notice of June Thirteenth, Two thousand five, contained a statement concerning anyone adversely affected by this action, and, with instructions to contact the City's Construction Claims Council to appeal it. And Dr. Chakrabarti just plainly acknowledged that he received it, he saw that, but he did not choose to, or he did not appeal to the Construction Claims Council. So, I think that that clearly entitles us to, to prevail under the defense of waiver. He knew about it, he had the opportunity too pursue

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and follow through a remedy through the Construction Claims Council, but chose not to. So, Your Honor, I think that would support also our having JNOV, at least as to his having waived the opportunity.

On the question of inverse condemnation, that was a bench decision that there had been a taking, and then the amount of damages was left for the jury to calculate. And we feel that, that the decision that there was a taking, a compensable taking, was incorrect. I don't know that this really works as a JNOV, it's more in the nature of a reconsideration I think under Rule Fifty-nine, and we would solicitously request the Court to look at case law. The distinction that needs to be appreciated in, in this area of constitutional law is that, the distinction between compensable takings and police power action, and we discussed that almost ad nauseam, I guess, the first time around. There's a case that I would, I cited it in my Brief and it's a recent case by the Virginia Supreme Court, March, Two thousand Eleven, which is not only on point, it's almost this case. And this past spring the Virginia Supreme Court essentially recognized that the, the municipal government's decision to demolish a building once it's determined it to be a nuisance is not a compensable taking but a legitimate exercise of the police power. I won't go into anymore detail unless the Court has a question, but I mean, that's

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Lee versus City of Norfolk. I have a copy if ...

THE COURT: I would like a copy if you don't mind. But I also want to ask you a question, whenever you're at a good stopping point for me to ask you a question.

MR. KULMALA: Certainly. I believe I'm close to that stopping point, and I think the main point on the inverse condemnation that I want to make is that made by the Lee case, that is that no compensation is in order here because -- and that cites a Nineteen eighty-seven Keystone Bituminous, A U. S. Supreme Court case. I'll, I have other argument with respect to the damages, with respect to the calculation of damages, but I'll be happy to entertain the Court's question.

THE COURT: Yes. Because one the -- to me, and I'm, I haven't had a chance to go through my notes yet, but one of the things, I'm looking back through the International Property Management Code, IPMC, that everything revolved, to me, in the case, revolved around that section, One hundred Ten, point One, the general part of it where it gave everybody, the code official what to do in a situation where you had a structure. There were different steps you had to take. And to me that impacted on both the police power that you were -- is that correct, -- and the negligence cause of action, to me, all revolved essentially around the application of this.

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MR. KULMALA: Well, I think, if I understand your question correctly, that Section One, point, I mean, One Ten, - - -

THE COURT: Point One.

MR. KULMALA: --- et sec, because the number, One Ten, point, One, I think is the main, main explanatory section.

THE COURT: Right.

MR. KULMALA: Certainly, even Mr. Meggs' testimony would acknowledge that that, that book, that code provides the standard or the guideline, I guess it provides the guideline, it is for the Court to determine whether it's the standard, - - -

THE COURT: But ...

MR. KULMALA: --- and then that would be applicable in the negligence, deviation from that - - -

THE COURT: Right.

MR. KULMALA: --- would be evidence of negligence, I would think. And then, also, it relates directly to the City's abatement of nuisance pursuant to its police power.

THE COURT: Right. And as I recall, and correct me if I'm wrong, but as I recall, the City has adopted this.

MR. KULMALA: That's correct. I think one of the exhibits may been - - -

THE COURT: Yeah.

MR. KULMALA: --- the City's ordinance adopting it.

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THE COURT: Right. And the reason, the reason Mr. Meggs was called was so he could go over this as an expert in this?

MR. KULMALA: In City procedure and, that's correct.

THE COURT: Okay. I just wanted to make sure I had that straight in my mind.

MR. KULMALA: That's, that's correct.

THE COURT: Alright, thank you, sir.

MR. KULMALA: Now, with respect to damages, - - -

THE COURT: Yes, sir.

MR. KULMALA: --- I guess looking back at the case after it's all concluded, it's a little bit unclear to me how the jury is able to reach two different amounts. The, one, the higher one in negligence was a Hundred and Sixty-five thousand, the lower amount, fair market value, on inverse condemnation. The testimony of Sukla Chakrabarti was at the very end of the case to deal with the inverse condemnation amount, and she essentially testified to replacement costs. And I mean, I think it's pretty clear that, that inverse condemnation should be fair market value. Mr. Hinson provide his, his appraisal, and I recognize that the landowner has every right to testify to the value, I think I've cited Gall versus O'Shaunnesy, recognizing that the landowner can testify to the value of the property. But I believe the things that Mrs. Chakrabarti testified to,

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they go to, to the cost of materials, acquisition costs, and so forth, rather than the actual fair market value. And it gets a little bit confusing because the jury determined not the amount that she said as fair market value, but Eighty-five thousand. And I'm not sure that there's evidence of what, what would be the components to support Eighty-five thousand. Mr. Hinson, his number, when you back out the cost of demolition which he indicated was appropriate, would be right around Thirty-three thousand. The Hundred and Sixty-five thousand seems to be in some way related to the acquisition cost of Thirty-five thousand, a Hundred and Twenty thousand for materials, and then, an ambiguous additional Twenty thousand. I don't know if that's where the jury got -- and we could be here all day and never figure out where they got that number, but the, the amount of damages, the amount of damages as I understand it on a real property case would be the difference in, the difference in value before and after the event. So, that sort of relates again to fair market value, of which we have, the only evidence we have is that of Mr. Hinson other than Mrs. Chakrabarti's opinion. So, Your Honor, I feel like the, the amount of damages is, is off, and that really relates to our request for a remittitur to adjust it downward to the amount that has the expert opinion of Thirty-two thousand Nine Seventy-five.

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Other than that, Your Honor, I think I've already responded on the election of remedies, and I'll be happy to answer any other questions.

THE COURT: I think I'm fine right now. Thank you, sir.

Mr. Hutto.

ARGUMENT BY MR. HUTTO:

MR. HUTTO: Your Honor, just briefly, I did think that obviously the International Property Maintenance Code which was charged to the jury, I mean, it clearly went to the jury on that question. Mr. Meggs testified to his opinion about it, but I think it's certainly something that a jury has the ultimate say over, and you know, their argument that they mailed cease notices to the landowner expecting the landowner to understand them as a lay person, I think just because their expert gave an opinion that was opposite of what the jury found -- and it was a little vague in one point or two points. I think that was clearly a matter for the jury to decide.

Furthermore, on that, you've already heard all the issues related to the exceptions under the Tort Claims Act, but one of the, one not mentioned in his Brief, but one that was charged by you, or dealt with by you is Exception Number Twelve, Licensing Power or Functions, including but not limited to the issuance, denial, suspension, renewal or

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revocation of or failure, or refusal to issue, deny, suspend, renew or revoke any permit license, certificate, approval, registration, order or similar authority except when the power or function is exercised in a grossly negligent manner. And as you'll recall, we went to the jury in this case only on gross negligence. And so, I think we clearly fall within that exception.

And finally, as to the issue of damages, I think the Court properly charged the jury that they were to determine an amount that would make the plaintiffs whole. Plaintiffs testified as to the value, the plaintiffs have a right to testify as to the value, and I think that the jury's verdict was well within what could have been determined under the evidence that was presented.

THE COURT: Yes, sir.

ARGUMENT IN REPLY BY MR. KULMALA:

MR. KULMALA: Just by way of brief response, to the extent we're dealing with the gross negligence standard, I think that maybe dramatizes the difference between the two positions, because it's defendant's view that the plaintiffs hadn't, other than using the IPMC, hadn't established any standard of care on the part of the City, and certainly have not established any breach. And I guess it's even a more significant difference between the testimony of Jim Meggs that the City complied in all respects with the IPMC and a

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jury determination that they were, that the City was grossly negligent. That's not just a departure from the standard of care, but a conscious departure from the standard of care. And I think that is wholly without support in any of the witnesses' testimony in the case.

THE COURT: Thank you, sir.

Alright, thank y'all. I appreciate it. Again, what I'll do is, I'm going to, I'll read over this Lee case in Virginia, and double check my notes and get back with y'all. And let me make a copy of this because I don't have this.

MR. KULMALA: That's an extra one.

THE COURT: Okay.

MR. KULMALA: But the Lee case is not an extra one, if I could get a copy of that.

THE COURT: I can run a copy of that right now.

Mr. Hutto, have you got a copy of the Lee case?

MR. KULMALA: Brad, have you got a copy of the Lee case?

MR. HUTTO: I don't. I did not bring a copy of the Lee case.

THE COURT: Do you want one?

MR. HUTTO: Yeah, that will be great.

(END OF TRANSCRIPT)

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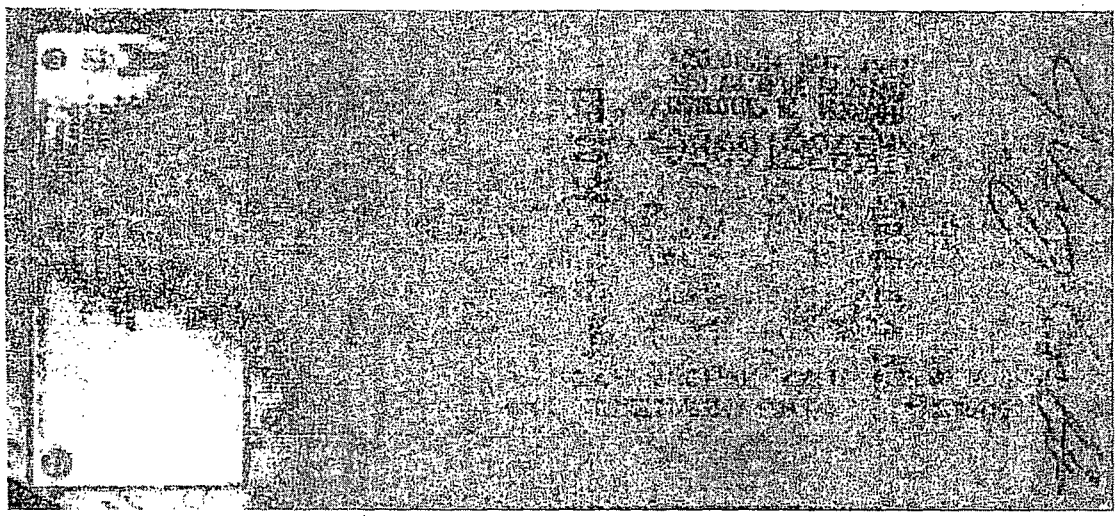
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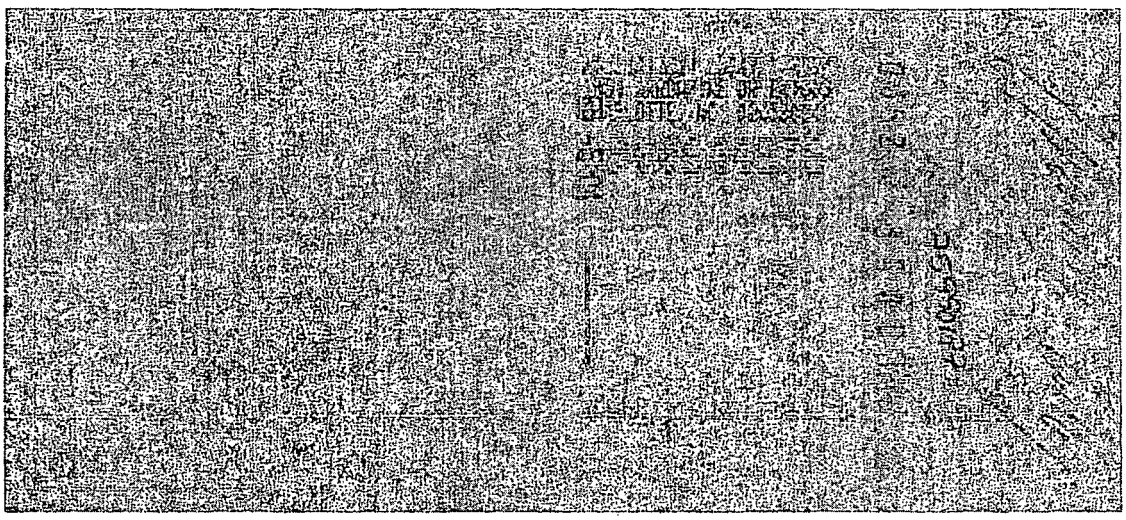
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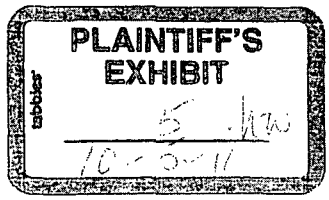
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City of Orangeburg

Uniform Ordinance Summons № 0302

VERSUS

First Name AJoy	Middle Name	Last Name Chakrabarti
Address 225 Mason Dr.		
Social Security Number 417-		

YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT MUNICIPAL COURT.

Orangeburg Department of Public Safety
Municipal Court
1520 Ellis Avenue Extension, NE
P. O. Box 1425
Orangeburg, SC 29116

ON Date of Trial 9-21-04 AT Time of Trial 8:30 (AM) PM

FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:

Ordinance Section No. 22-6	Date Issued 8-10-04	Bond Amount $ 1,000 ea
Description of Ordinance Weeds and other Offensive Matter		
Date of Violation 8-10-04 / Time of Violation	Place of Violation 2243 Middleton ST	
Name of Issuing Officer S Yates	Title Code Enforcement	

You must settle the case hereby made against you in one of three ways.

1) You may appear in court on the assigned date and time and have a trial conducted by the trial officer.

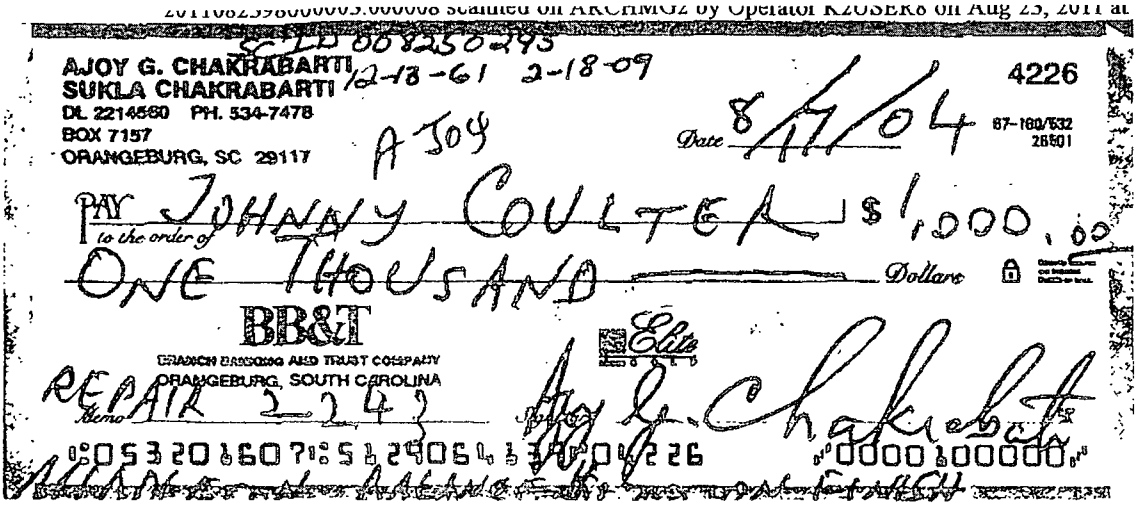
2) You may appear in court on the assigned date and time and make a written request for a jury trial which will be scheduled at a later date and require the posting of bond (CASH, MONEY ORDER OR CERTIFIED CHECK -- NO PERSONAL CHECKS).

3) You may post bond in person or by mail with the trial officer at the address indicated above (CASH, MONEY ORDER OR CERTIFIED CHECK -- NO PERSONAL CHECKS). If mailed, enclose with bond the summons number and DO NOT MAIL CASH. If you post bond and elect not to appear in court on the assigned date and time, you will be tried in your absence and your bond will be forfeited.

FAILURE TO POST BOND OR APPEAR IN COURT IS PUNISHABLE AS A SEPARATE OFFENSE BY A FINE OF UP TO $200.00 PLUS COURT COST OR IMPRISONMENT FOR UP TO 30 DAYS.

Maximum penalty which may be imposed by court for this offense is $500.00 and/or imprisonment for 30 days.

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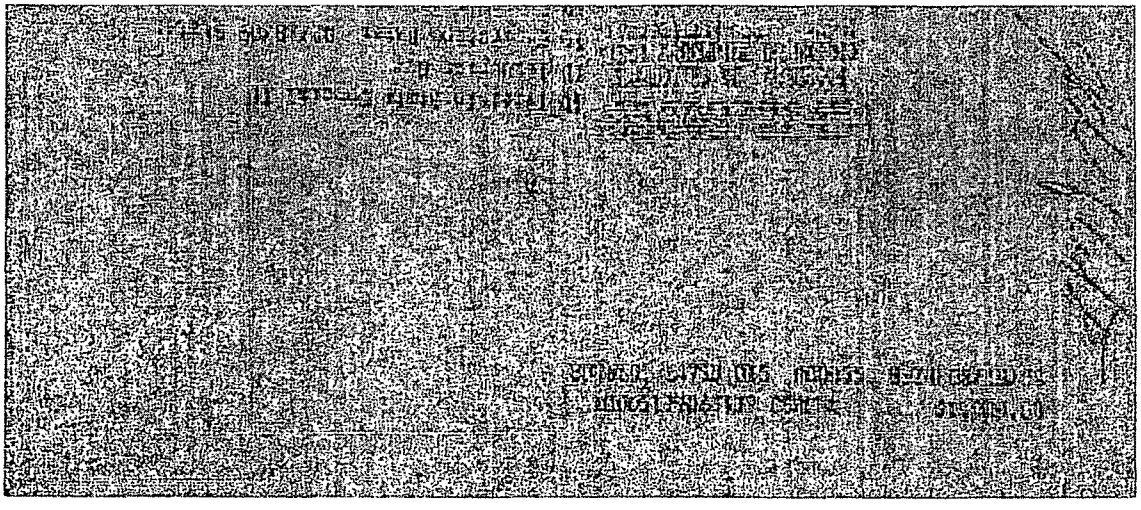
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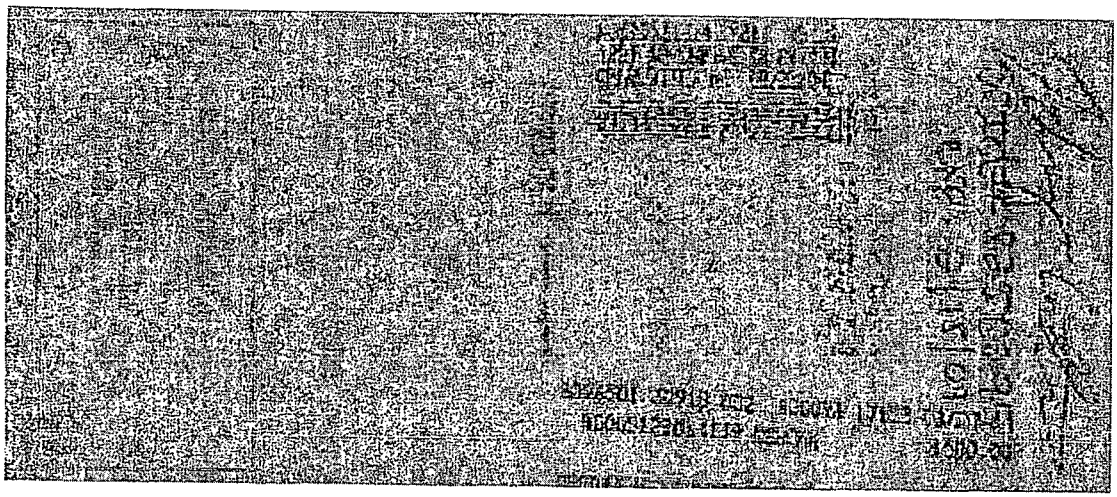
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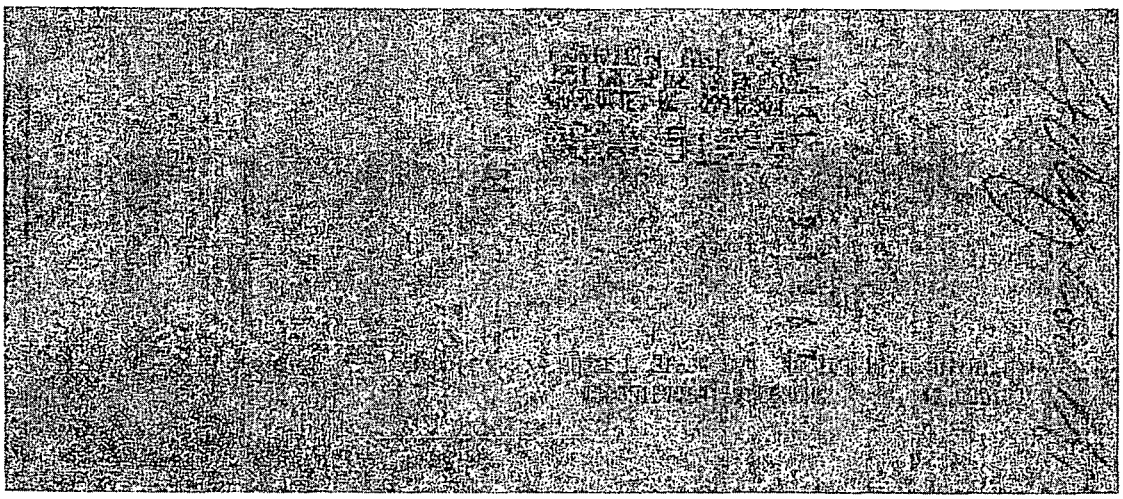
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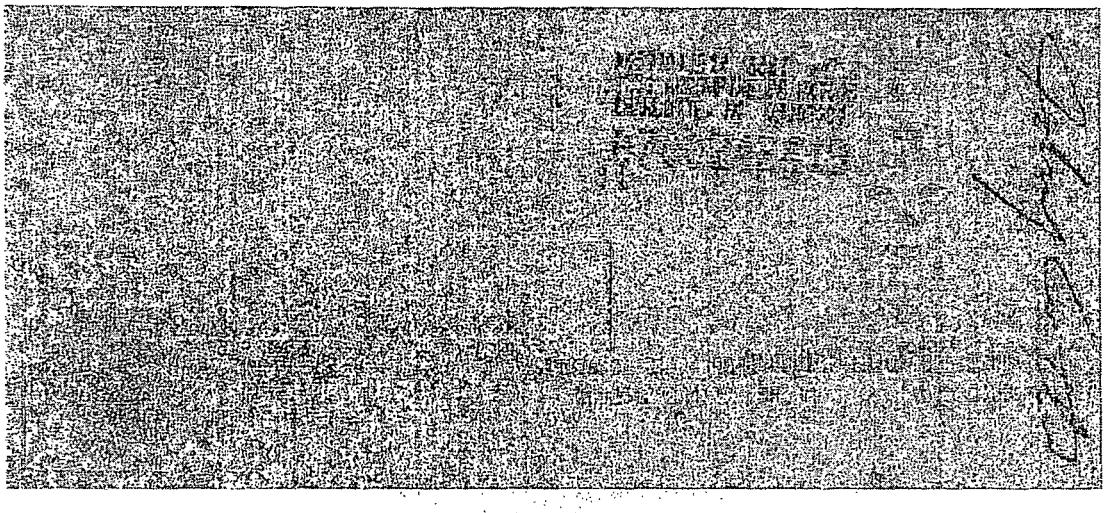
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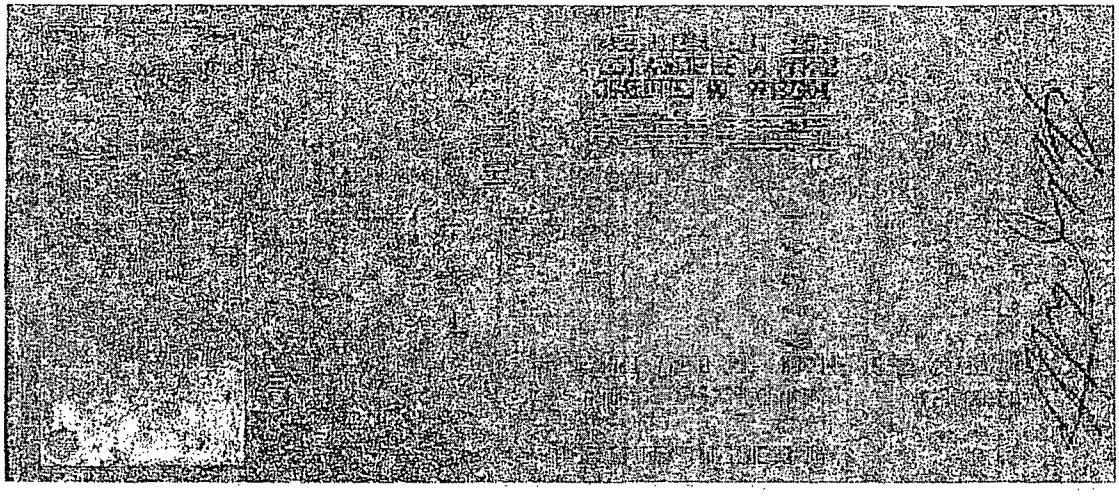
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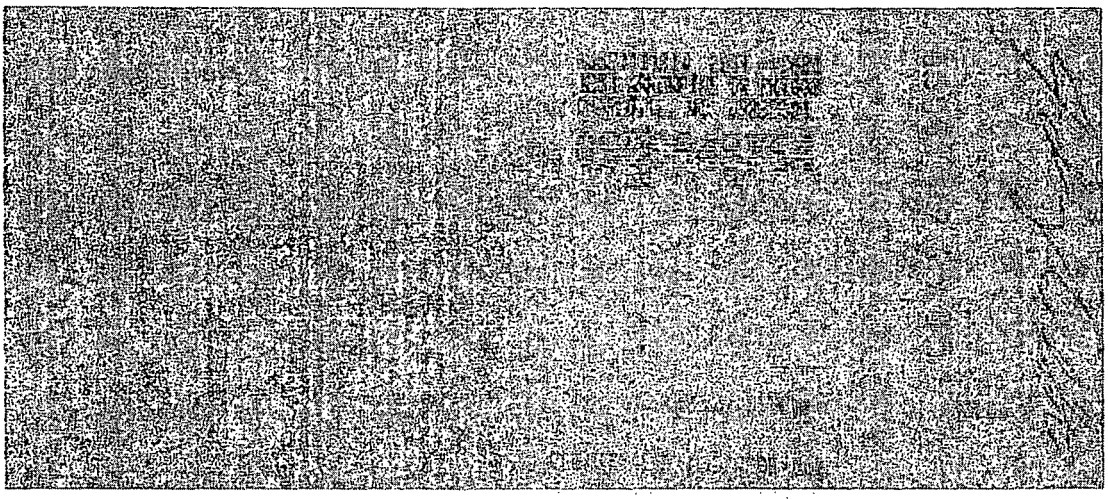
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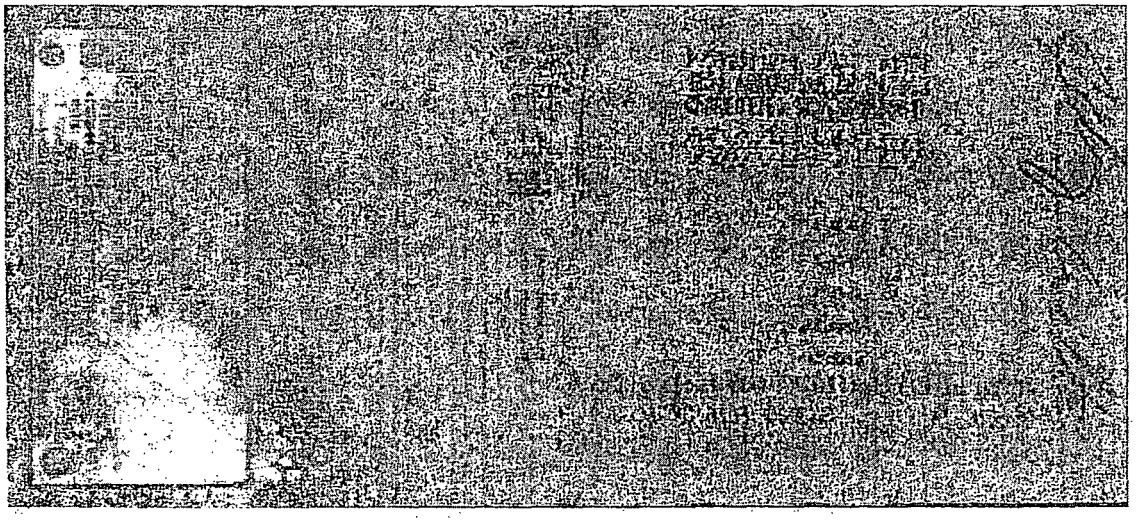
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SIXTEEN HUNDRED & THIRTY-SIX Dollars

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BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

Elite

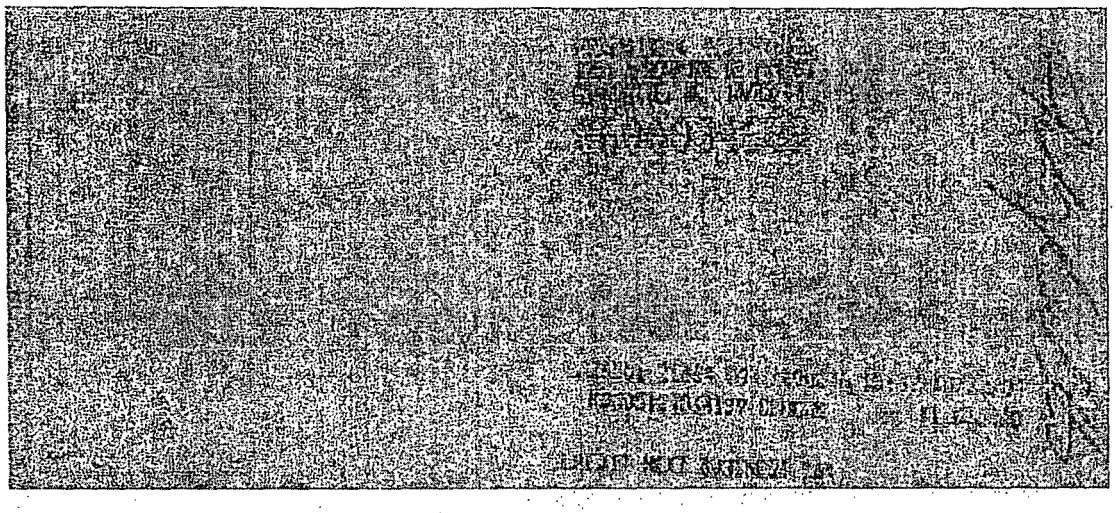
MATERIAL 551

Signature Ajoy G Chakrabarti

⑆053201607⑆5129064 3924

LABOR 1044

PLAINTIFF'S EXHIBIT
14
10-5-7



BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

DC 00826095
02-8-2009

4325

Date 2-8-04

67-160/532
26501

PAY to the order of JOHNNY P. COULTER $ 3034.00

THREE THOUSAND & THIRTY-FOUR Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

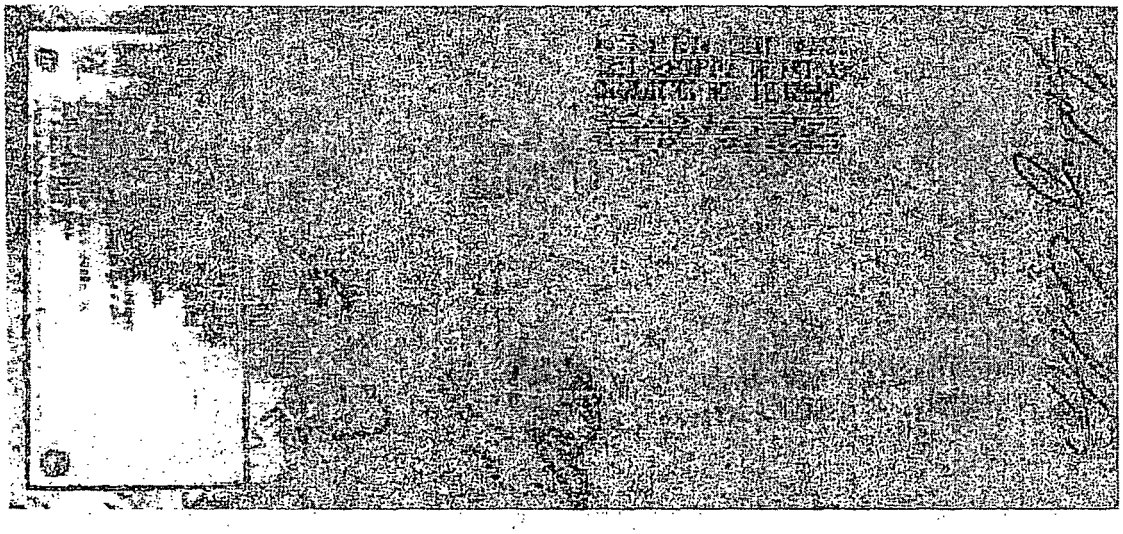
LABOR AT 80

A.A.T. REST

Ajoy Chakrabarti

⑆053201607⑆5290646 4325 ⑈0000303400⑈

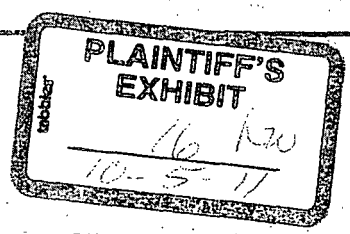
PLAINTIFF'S EXHIBIT



RB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

BUILDING PERMIT

City of Orangeburg
Public Works
979 Middleton St., SE
Orangeburg, Sc 29116
Office (803) 533-6010



Issued To: AJOY CHAKRABRTI

Job Desc: REPAIR

Location: 2243 MIDDLETON ST, ORANGEBURG, S.

Contractor: MICHAEL STROMAN

Permit Date: 12/07/2004 **Permit No:** 2005-43

Building To Comply With City Building Code

City Building Official

Signed Gene Nelson

Office Use Only

Finance Initials:

INSPECTIONS

Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
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Type:		By:		Date:	

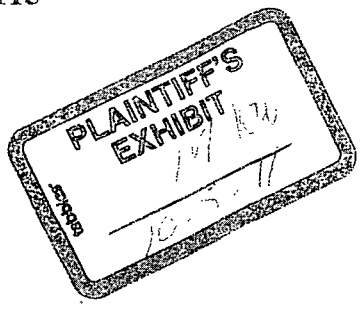
This Card To Be Displayed At Job Site

NOTICE TO OWNER OR POSSESSOR

PURSUANT TO S.C. CODE SEC. 15-3-640 YOU HAVE THE RIGHT TO CONTRACT FOR A GUARANTEE OF THE STRUCTURE BEING FREE FROM DEFECTIVE OR UNSAFE CONDITIONS BEYOND THIRTEEN YEARS AFTER SUBSTANTIAL COMPLETION OF THE IMPROVEMENT FOR WHICH THE PERMIT IS ISSUED.

A & J Remodeling & Construction Company

330 Woodbine Drive-Orangeburg, SC 29115
Home: (803) 534-7842 - Cell: (803) 873-7348



December 7, 2004

Ajoy G Chakrabrti
2243 Middleton St.
Orangeburg SC, 29115
Home: (803) 534-7478
Work: (803) 536-8996

Job consists of: Remodeling inside home

1. Rewiring entire home
2. Replacing all wiring and receptacles
3. Insulating all outside walls
4. Sheet rocking all walls
5. Sanding and smoothing dry walls
6. Blowing all ceiling
7. Painting all walls
8. Replacing all pluming
9. Reducking all AC ducts and boots
10. Checking all drain lines for clearance
11. Fire Protected Code
12. Restuding all walls where needed
13. Replacing headers where needed
14. Replacing laminated beams where needed
15. Customer is responsible for all ceiling fans where needed
16. Contractor is responsible for pulling permit

Michael Stroman, General Contractor agrees to be paid $10,000 to pull building permit and to see that the job is completed correctly.

Contractor and Dr. Chuck agree to pay half on:

1. All Carpet
2. Air Condition Unit
3. All appliances that's needed
4. Michael Stroman's agreement



A&J Remodeling & Construction
330 Woodbine Drive
Home (803) 534-7842
Cell (803) 837-7348

Customer: Dr. Ajoy G. Chakrabrti
2243 Middleton Street
Orangeburg, SC 29115

Job consists of: Remodeling outside of home

- *Boxing and Vinyl the two dog houses on front*
- *Mental across front boxing with vinyl socffuca*
- *Replace vinyl under door porch*
- *Reframing front door*
- *Door knobs and latches*
- *Replace guttles*
- *Facial boxing and box out & vinyl top*
- *Bend metal for front porch*
- *Front Gabal and Metal Flashing*
- *Re-boat window shelter's*
- *Pull boards of top of roof and seal holes*
- *Back Gabal replace*
- *Frame out Boxing with 1 by 12 and vinyl & metal*
- *Casing out back door under gating*
- *Back boxing cut and square off*
- *Replace shingle's around boxing*
- *Reframe back double door*
- *Take two windows out and replace*
- *Framing outside double door*
- *Vinyl sign back side on left of house*
- *Relishing chimney on back*
- *Reframe and casein around the back windows*
- *Replace vinyl on backside with whole in*
- *Right side Gabal in and boxing vinyl sign & socffuca*
- *Replace shingle's where needed*
- *Strapping and Painting around windows and glazing*

Contractor is responsible for all cleaning

Remodeling the whole outside of the house at the price of $ 2,700.00

A&J Remodeling & Construction Company

Continue
December 7, 2004

Contractor is responsible for cleaning area

10-year warranty on all carpentry, pluming, electrical and AC
Total cost Labor and Material.....$ 50,000
First Draw.....$ 10,000
Weekly installments every week (Until job is completed).....$ 7,000
First Payment start: December 7, 2004
Contractor has six months to complete job

Architecture Engineer and City Inspector required $ 80,000 for this job contract to be completed correctly or no building permit will be issue.

Material must be paid for before job is started and labor must be paid in weekly installments upon customer and contractor's agreement

Must be paid up front before job is started:

Michael Stroman.....$ 5,000
E-Nunk Architecture Engineer.....$ 7,000 — $ 3500.00
A&J Remodeling & Construction.....$ 10,000
Total.....$ 22,000

Customer _____ Date 12-9-04

Contractor _____ Date 12-9-04

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4380

Date 13/6/04 67-160/532 26501

PAY to the order of JOHNNY COULTER $10,000

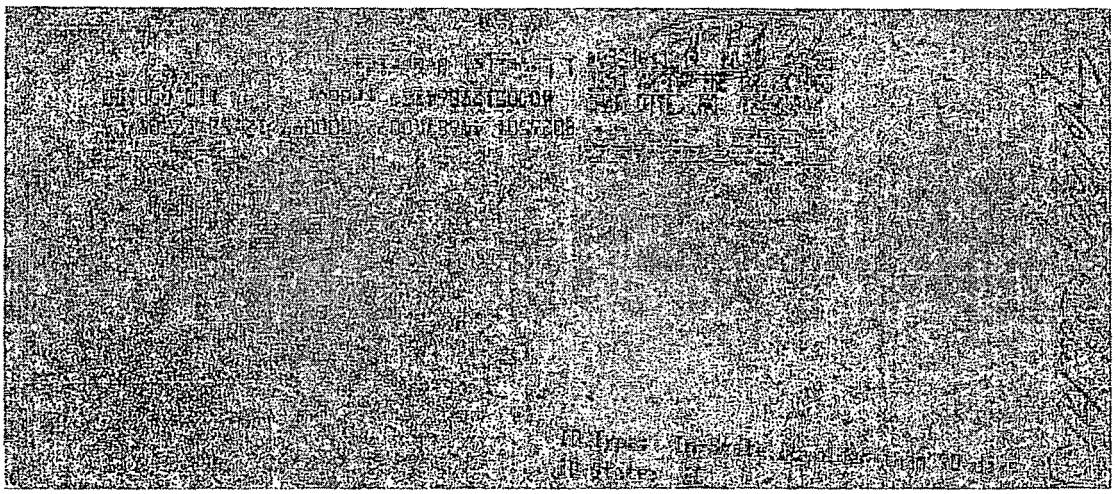
TEN THOUSANDS Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

A/C ARCHI Ajoy G. Chakrabarti

⑆053201607⑆5290646394⑈0380 ⑈0001000000⑈

2.5K STAMA, 2.5M ATL



PLAINTIFF'S EXHIBIT 14

ARCHI
800 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

DC 1008250295 4377
02-18-2009
Date 12/15/04 67-180/532 26501

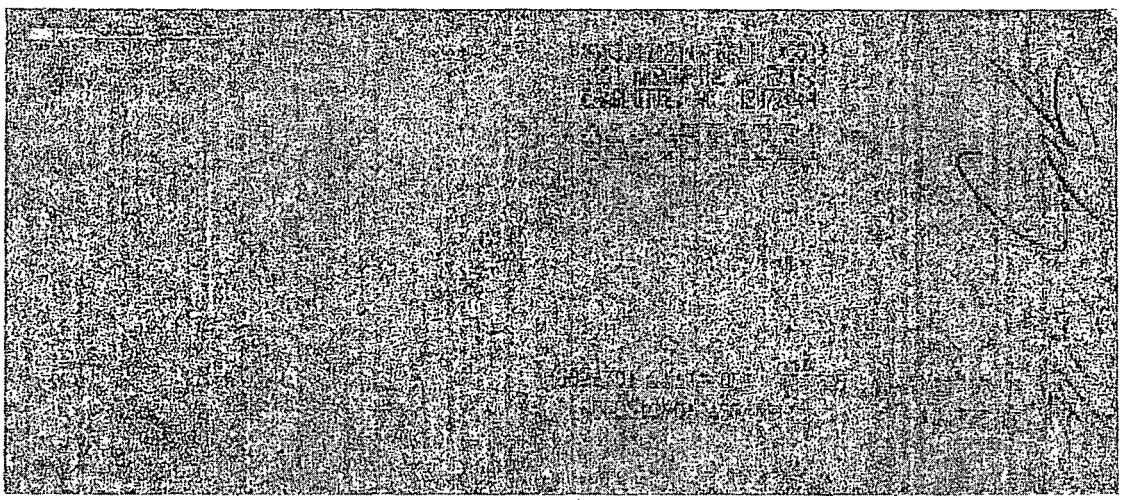
PAY JOHNNY COULTER $2333.00
to the order of
TWENTY-THREE HUNDRED Dollars
& THIRTY-THREE

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

Memo MAT 154 Signature Ajoy G. Chakrabarti

⑆053201607⑆5290646399 "0000233300"

A100 7AC



ARCHIVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

3649

Date 1/7/05

67-160/532
26501

PAY to the order of JOHNNY COULTER $1200

TWELVE HUNDRED — Dollars

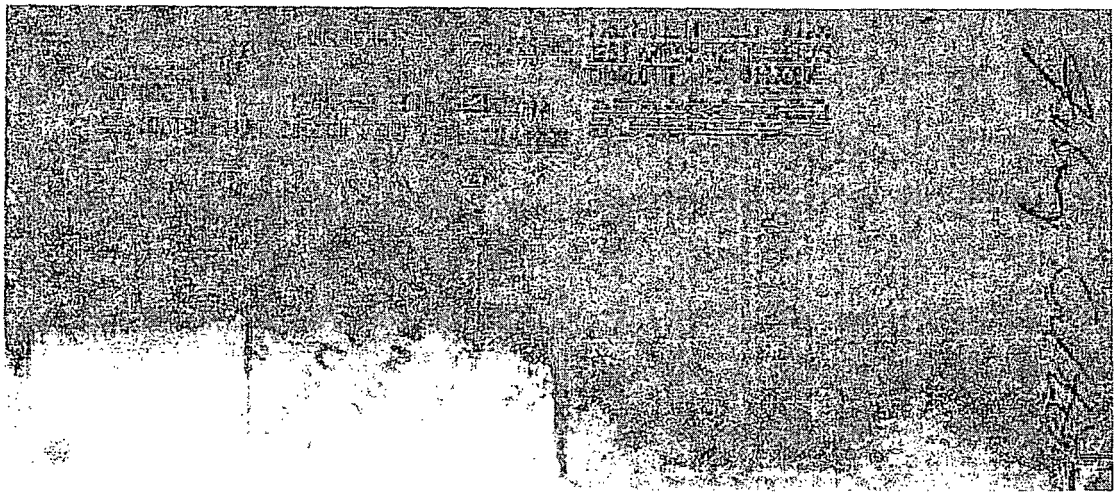
BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

Elite GOLD

#275 LAICA Signature Ajoy G. Chakrabarti

⑆053200607⑆5629064639⑈ 3649

1025 MAT



R&B&T
600 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

00825295
02-18-2099

4396

Date 12/05

67-160/532
26501

PAY to the order of JOHNNY L COULTER $ 7,000

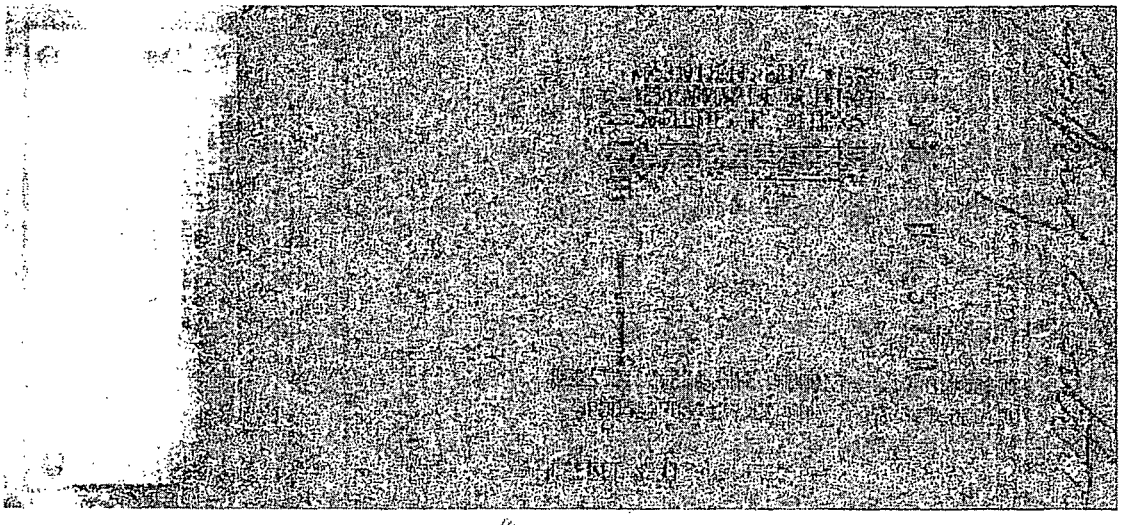
SEVEN THOUSAND Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

For Down Payment Ajoy G. Chakrabarti

⑈053201607⑆5290641⑈ 4396 ⑆000700000⑈

26K REMAIN 75K



ARCHIVE COPY
ARC BRANCH
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
UC. 2214560
PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

DC 00850295 2290

Date 8-18-2005

PAY to the order of JOHNNY COULTER $ 7,000.00

SEVEN THOUSANDS Dollars

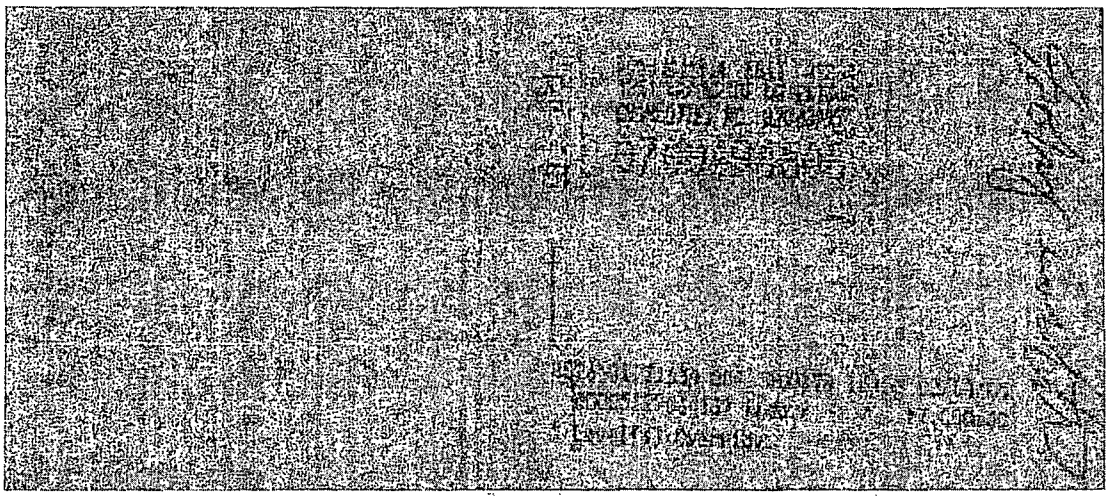
28001 BB&T ADVANTAGE

BB&T
500 BENNETT AVENUE
ORANGEBURG, SC 29115

214 MIDDLETON ST Ajoy G. Chakrabarti

HOUSE REMODEL

⑆053201607⑆ 512906139⑆ 2290 ⑈0000700000⑈



BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

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AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

2815

Date 1/6/05

67-160/532
25901

PAY to the order of JOHNNY P. COULTER $ 3900.00

THIRTY-NINE HUNDRED Dollars

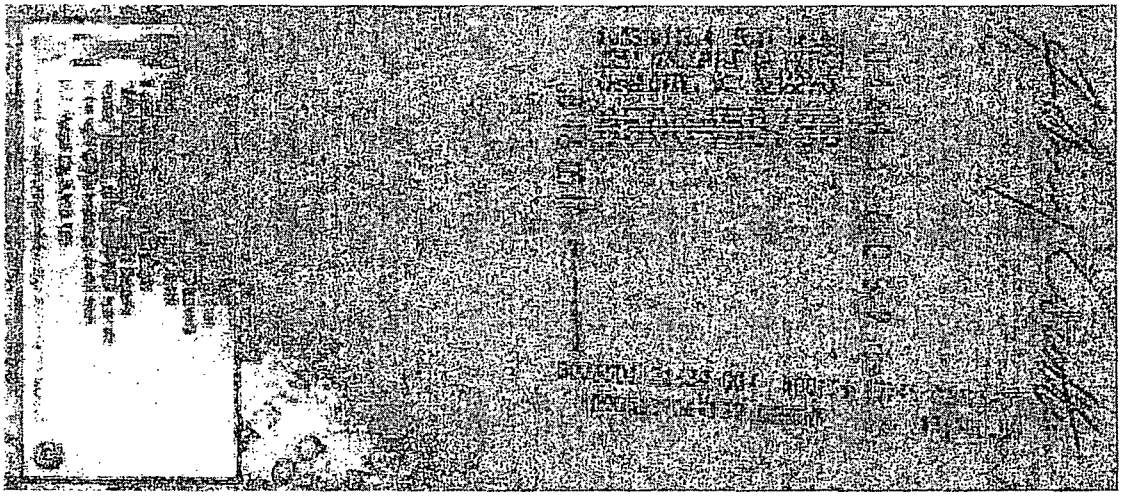
BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

Elite

For 3000 MATERIAL Ajoy G. Chakrabarti

⑆053201607⑆5629064 2815 ⑈0000390000⑈

+ 900 LABOR



BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

3299

Date 3/1/05

67-160/532
25901

PAY JOHNNY P. COULTER $ 3365.00

to the order of THIRTY-THREE HUNDRED SIXTY-FIVE Dollars

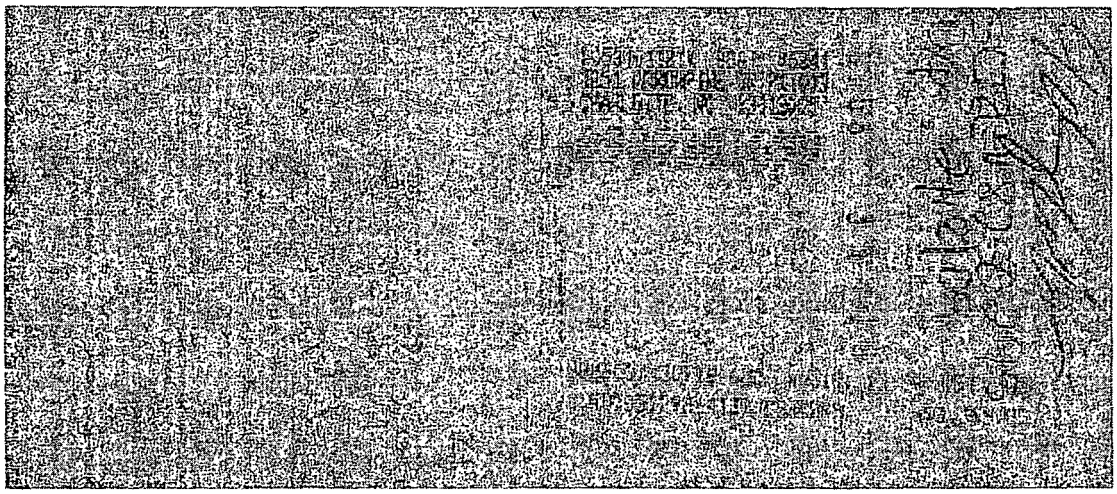
BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

Elite

MATERIAL & LABOR Signature Ajoy G. Chakrabarti

⑆053201607⑆5129064639⑈ 3299 ⑈000003365⑆⑈

CAMOA 8 780



BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

DL 08250295
2008

4074

Date 6/6/05

67-160/532
26501

PAY JOHNNY GULTER $ 9,000.00

to the order of

NINE THOUSAND Dollars

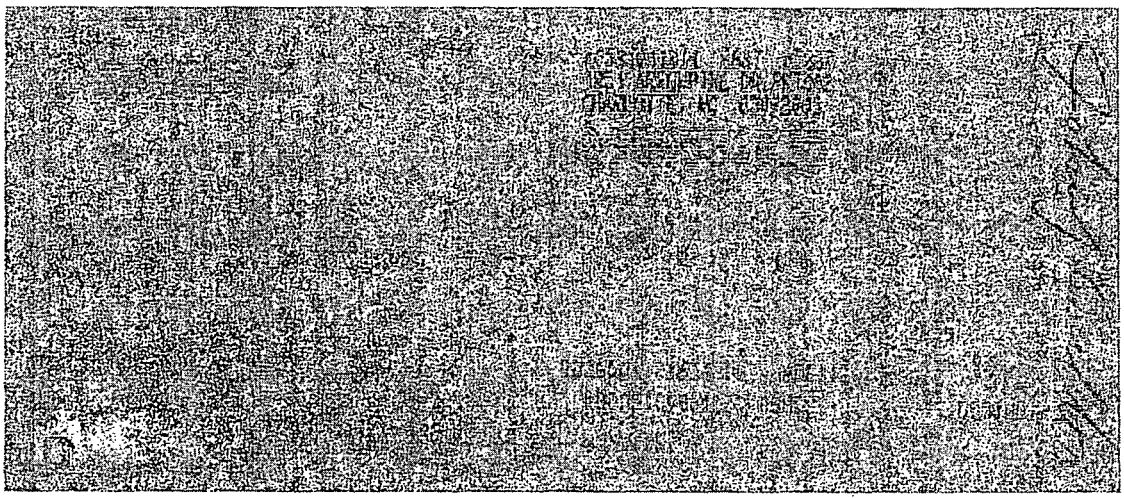
BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

Elite GOLD

2 Weeks MAID WAGES Ajoy G. Chakrabarti

⑆053201660⑆ 5129064 ⑈ 4074 ⑈000090000000⑈

BALANCE $10060 CASH PAYMENT



SENT
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4439

Date 02-18-2009 4/05

07-160/532
26501

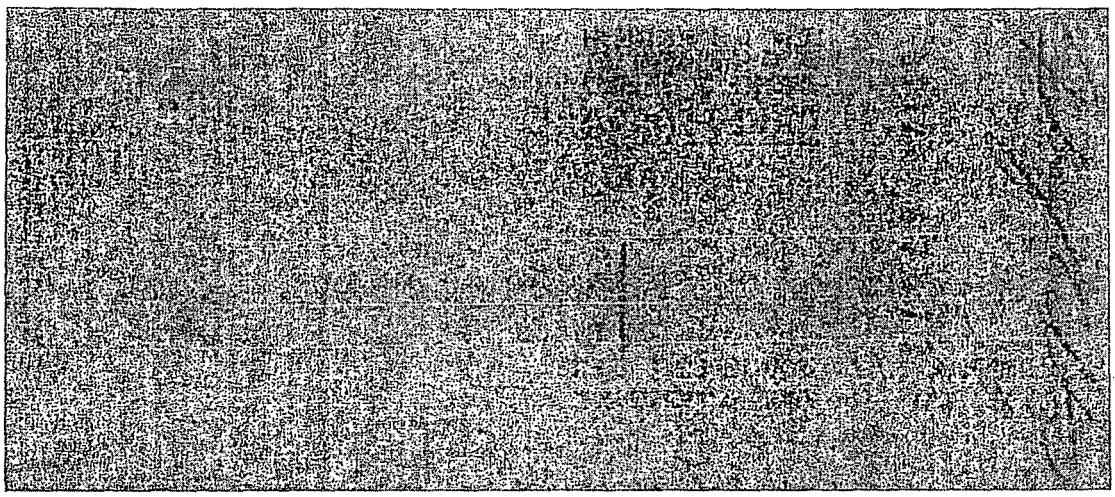
PAY to the order of JOHNNY COULTER $3095.00

THREE THOUSAND & NINETY-FIVE Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

LABOR 935

⑆053201607⑆ 5629064 39 0643 ⑈0000309500⑈



SCSU
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4447

Date 4/20/05 67-160/532 26501

PAY to the order of JOHNNY P. COULTER $1500.00

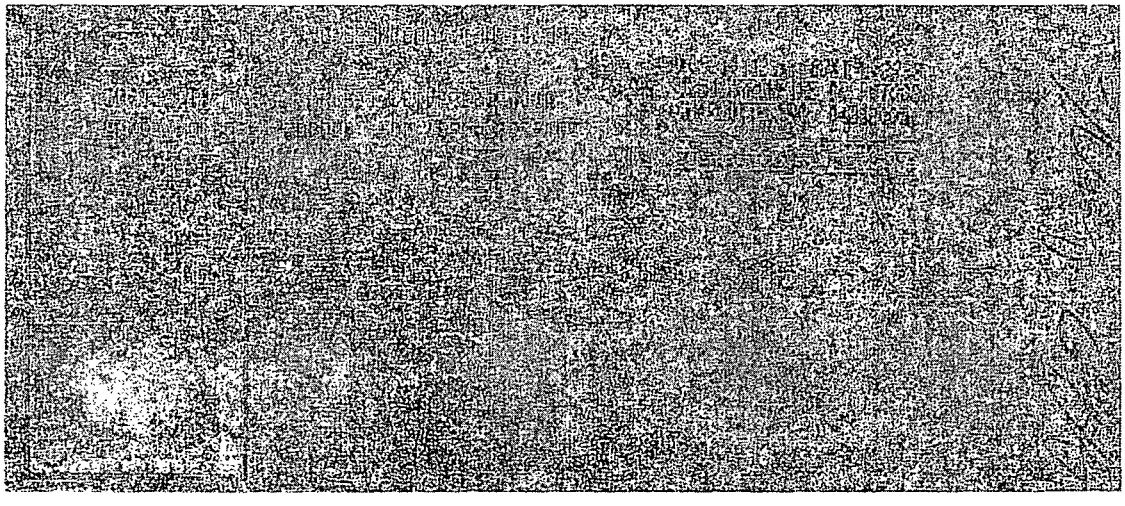
FIFTEEN HUNDRED Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

For $1000 LABOR + $500 Ajoy G Chakrabarti

⑆053201607⑆5290643⑈4447 ⑆000015000⑈

MAT [illegible]



ROBERT
630 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4449

Date 5/2/05

67-160/532
26501

PAY to the order of JOHNNY P COULTER $2835.00

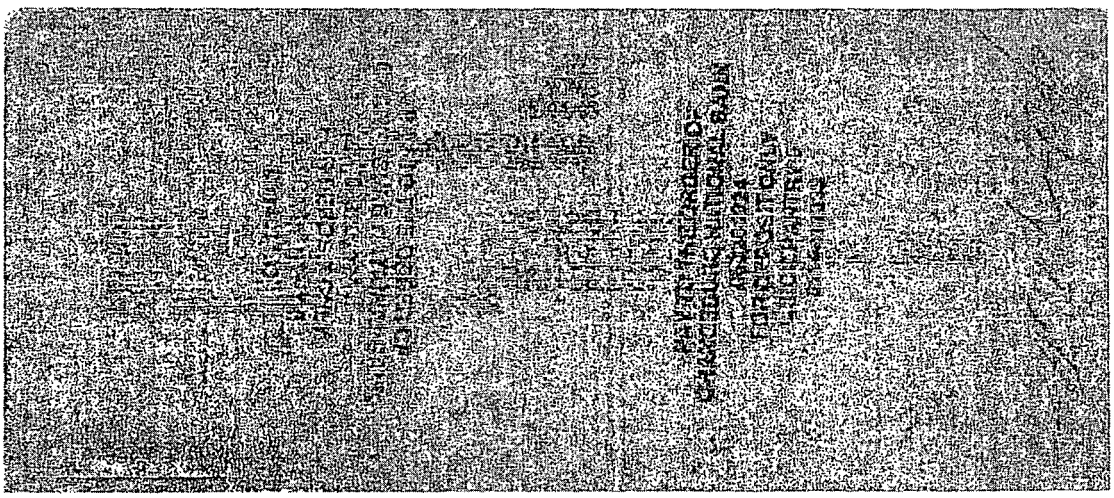
TWENTY-EIGHT HUNDRED 35/100 Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

Memo #670 Ajoy G Chakrabarti

⑆053201607⑆5290644⑈4449 ⑈0000283500⑈

2-165



BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

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AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4452

Date 5/3/05

07-160/532
26501

05/11/05 E3780 T3937 P09 0331751682

PAY to the order of JOHNNY P. COULTER $2835.00

TWENTY-EIGHT HUNDRED & THIRTY-FIVE Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

For MATERIALIAL Signature Ajoy G Chakrabarti

⑆053201607⑆5290646391 0452 0000283500

ATTICS-PLANA-CO

05112005
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0331751682

PAY TO THE ORDER OF
ORANGEBURG NATIONAL BANK
053201924
FOR DEPOSIT ONLY
QUICK PANTRY 5
01140 1333

4455
PAYRE
05/11/05

PAY TO THE ORDER OF
ORANGEBURG NATIONAL BANK
053201924
FOR DEPOSIT ONLY
QUICK PANTRY 5
01140 1333

MAY 10, 2005

BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

3767

67-160/532
26501

Date 5/16/05

05/23/05 E3742 T3720 P09 05357696

PAY to the order of JOHNNY L. COULTER $3929

THIRTY-NINE ~~HH~~ HUNDRED Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

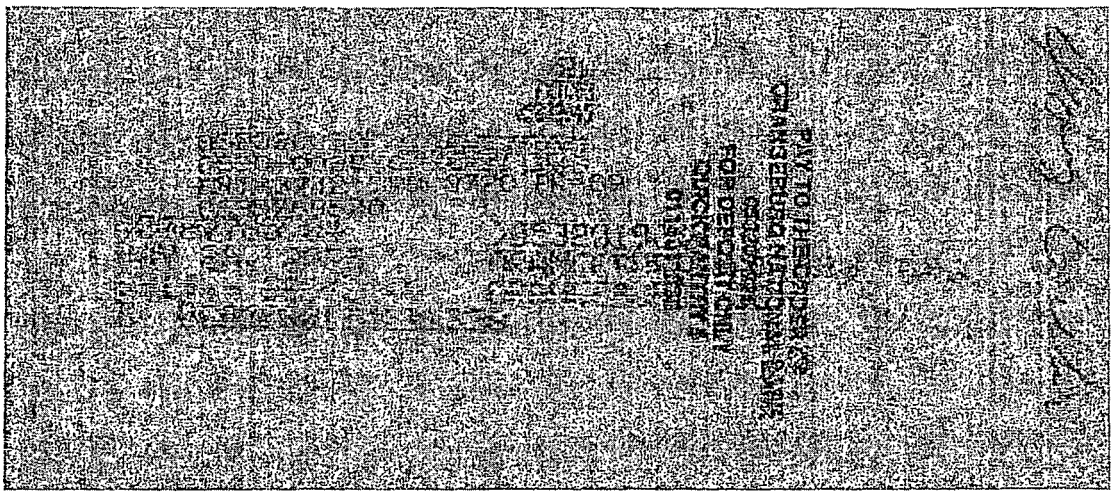
Elite & TWENTYNINE

MATERIAL A570

Signature Ajoy G. Chakrabarti

⑆053201607⑆5290648391 3767 ⑈0000392900⑈

2289



BB&T
600 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC. 29117

3572

Date 6/3/05

67-160/532
26901

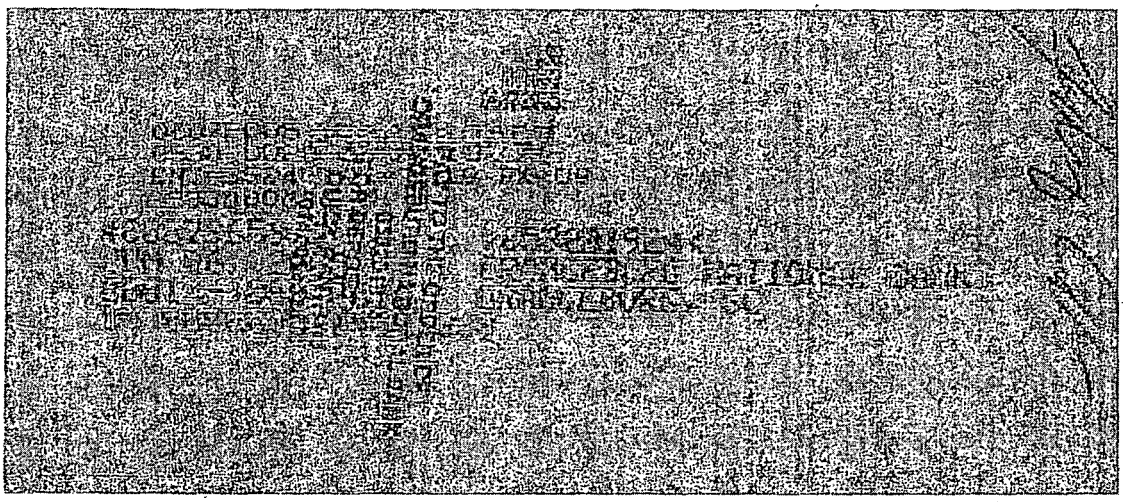
PAY to the order of JOHNNY P. COULTER $240.00

TWENTY-FOUR HUNDRED Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

MATERIAL 920

:053201607: 5290646 3572 0000240.00



BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

2868

Date 6/15/05

67-160/532
25901

PLAINTIFF'S EXHIBIT
19
10-5-11

PAY to the order of JOHNNY P. COULTER $ 300.00
THREE HUNDRED Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

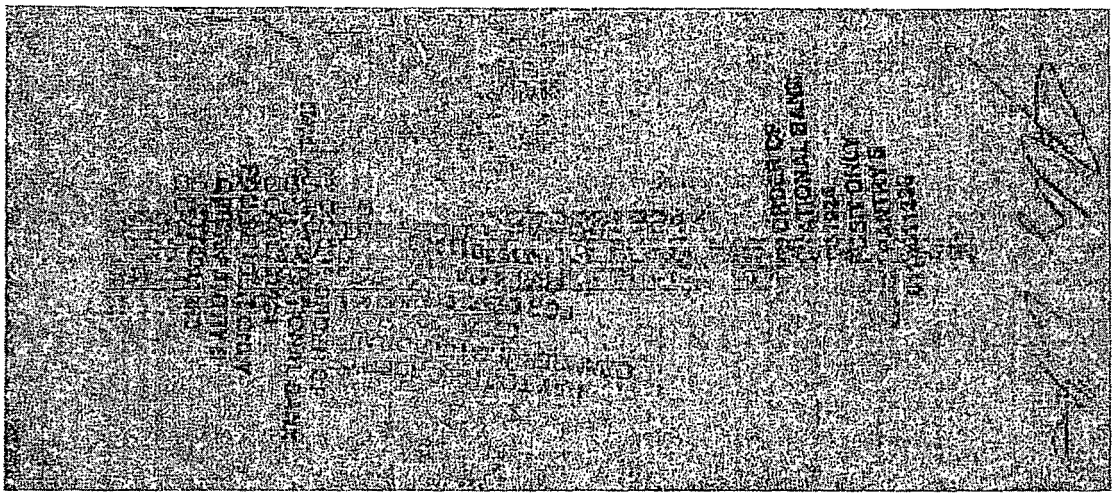
Elite GOLD

Memo PAYMPING LIN

Ajoy G. Chakrabarti

⑆053201607⑆5129064639⑈ 2868 ⑈000003000⑈

ARLINGTON



BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

500 ...
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

2871

Date 6/17/05

67-160/532
25901

06/23/05 FB787 T3724 P09 063354 1320

PAY JOHNNY F. COULTER $5,000.00

to the order of FIVE THOUSAND Dollars

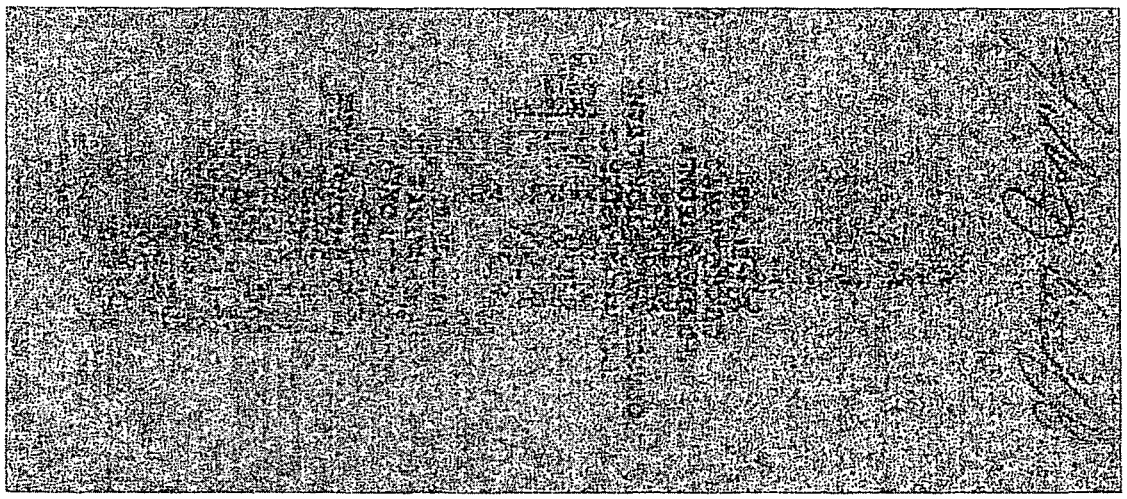
BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG SOUTH CAROLINA

Elite

2243 MAPLETON Ajoy G. Chakrabarti

⑈053201607⑆5290641⑈ 2871 ⑈0000500000⑈

1. MATERIAL RAISED 5000



WEST
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4399

8/30/05

67-160/532
26501

PAY to the order of JOHNNY P. COULTER $ 3885.00

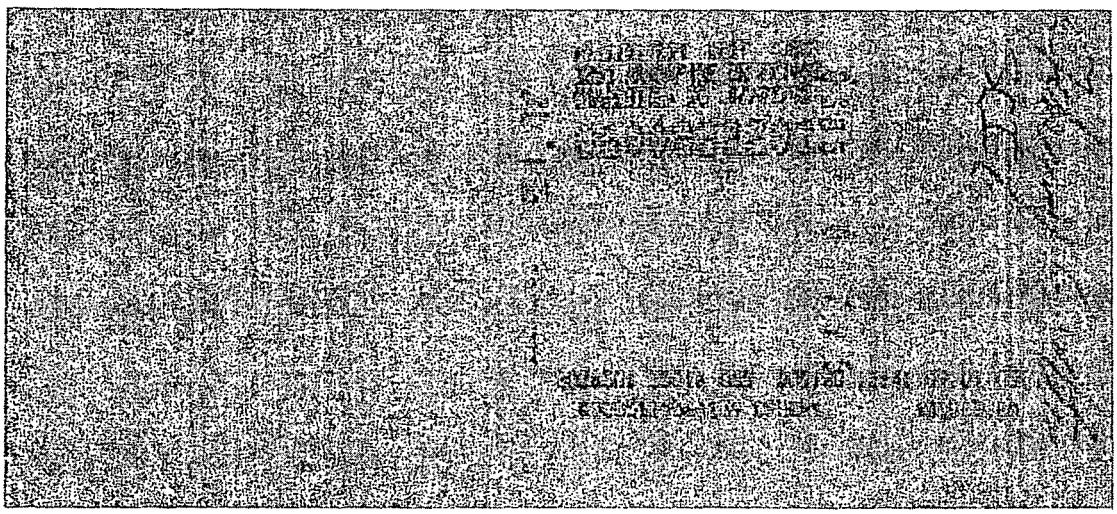
THIRTY-EIGHT HUNDRED & EIGHTY-FIVE — Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

MATERIAL 915 Ajoy G. Chakrabarti

⑆053201602⑆ 5129064139 0369 ⑈0000388500

AMOR 2970



BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

BB&T
500 BENNETT AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
DL 2214560 PH. 534-7478
BOX 7157
ORANGEBURG, SC 29117

3765

Date 7/15/05 67-160/532 26501

PAY to the order of JOHNNY P. COULTER $4,157

FOUR THOUSAND & ONE Dollars

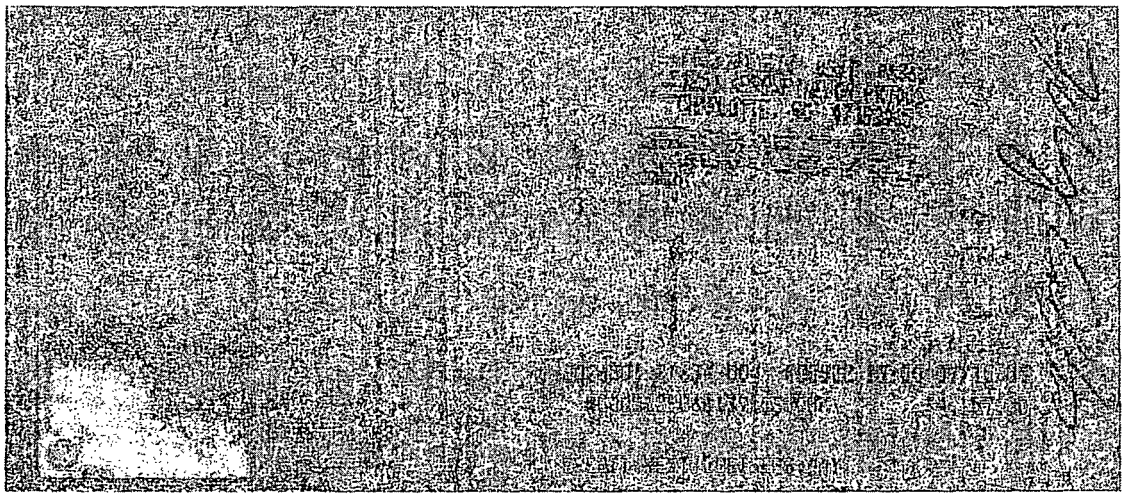
BB&T HUNDRED & FIFTY-SEVEN

BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

MATERIAL #1045 Ajoy G. Chakrabarti

⑆053201607⑆ 5240646 ⑈3765 "0000465700"

LANDSCAPING



5[illegible]
300 B[illegible]T AVE
ORANGEBURG, SC 29115

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4586

Date 8/1/05

67-160/532
26501

PAY to the order of JOHNNY P. COULTER $ 5,000.00

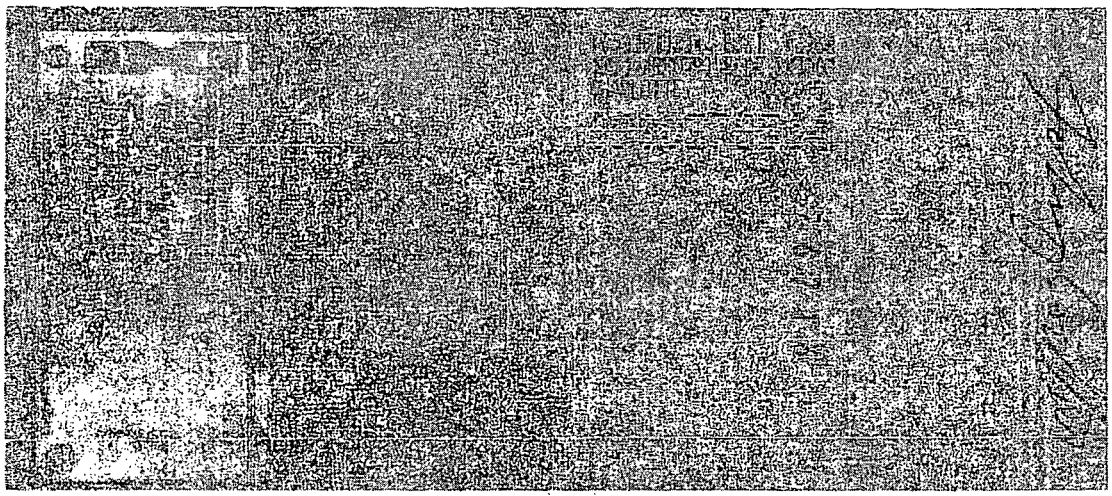
FIVE THOUSAND Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

For MIDDLETON Ajoy G. Chakrabarti

⑆053201607⑆5129064 ⑈4586

PLAINTIFF'S EXHIBIT
20 hw
10-5-11



AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4580

67-160/532
2650!

Date 8/16/05

PAY to the order of JOHNNY P COULTER $1,500.00

FIFTEEN HUNDRED Dollars

BB&T

BRANCH BANKING AND TRUST COMPANY

PLAINTIFF'S EXHIBIT
21

tabbies

AJOY G. CHAKRABARTI
SUKLA CHAKRABARTI
BOX 7157 SCSU
ORANGEBURG, SC 29117

4675

Date 8/19/05

67-160/632
28501

08/24/05 E3691 T3591 P09 0830002946

PAY to the order of JOHNNY P. COULTER $ 5,000.00

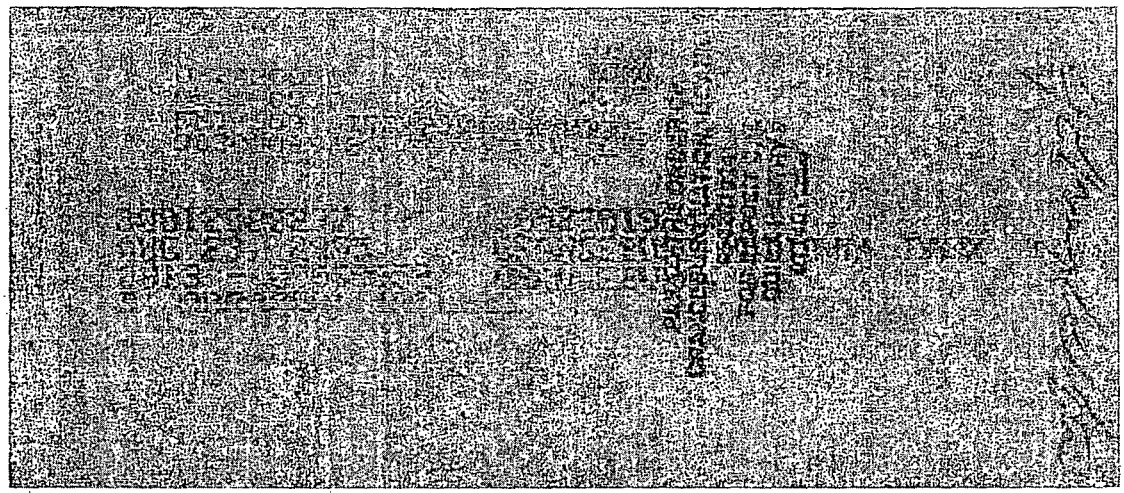
FIVE THOUSAND Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
ORANGEBURG, SOUTH CAROLINA

LAST PAYMENT Ajoy G. Chakrabarti

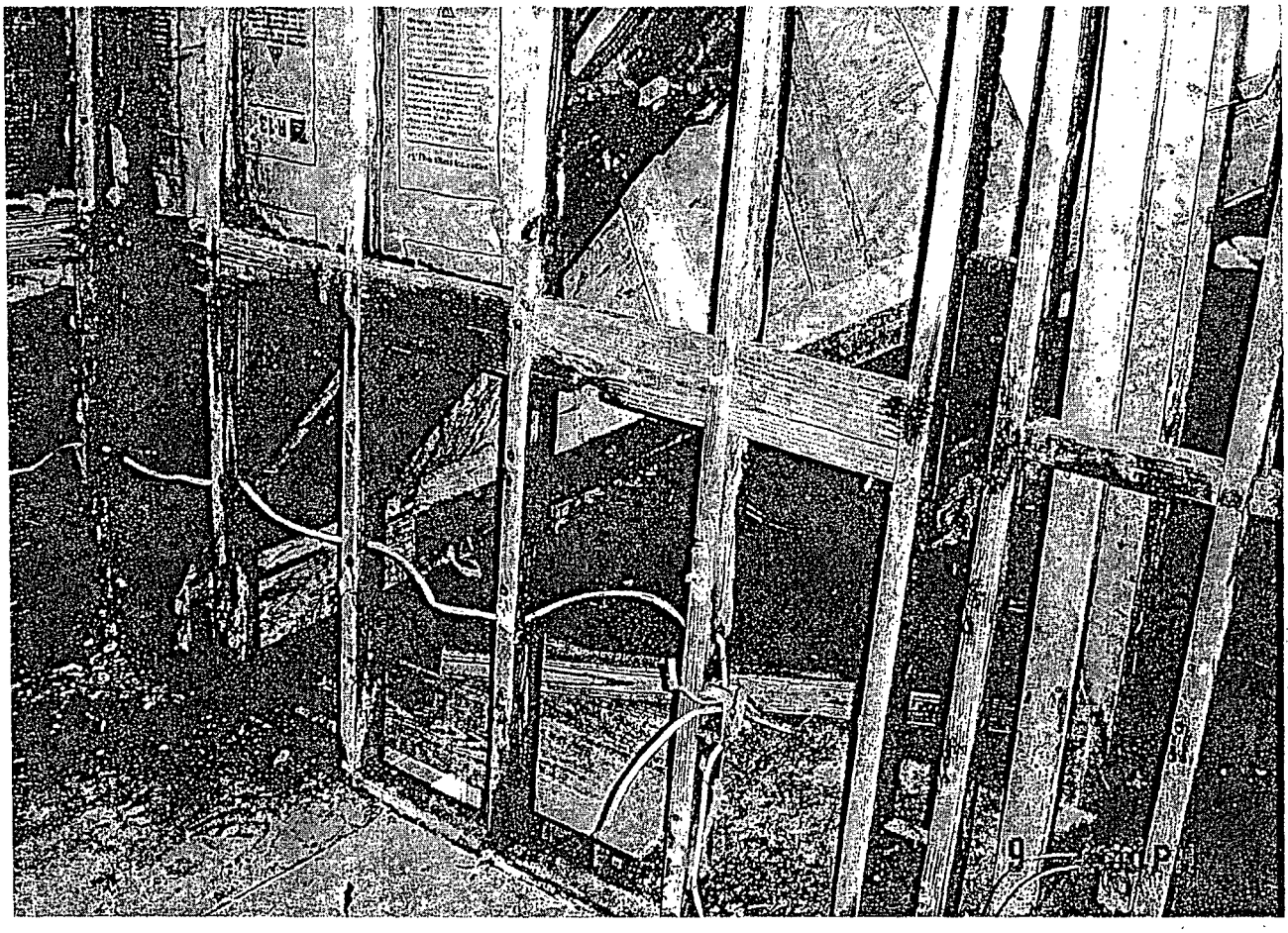
⑆053201602⑆ 5129066139⑈ 04675 ⑈0000500000⑈

OF MIDDLETON F.T.a. MOVIE



PLAINTIFF'S EXHIBIT
22 (a)
11-5-11

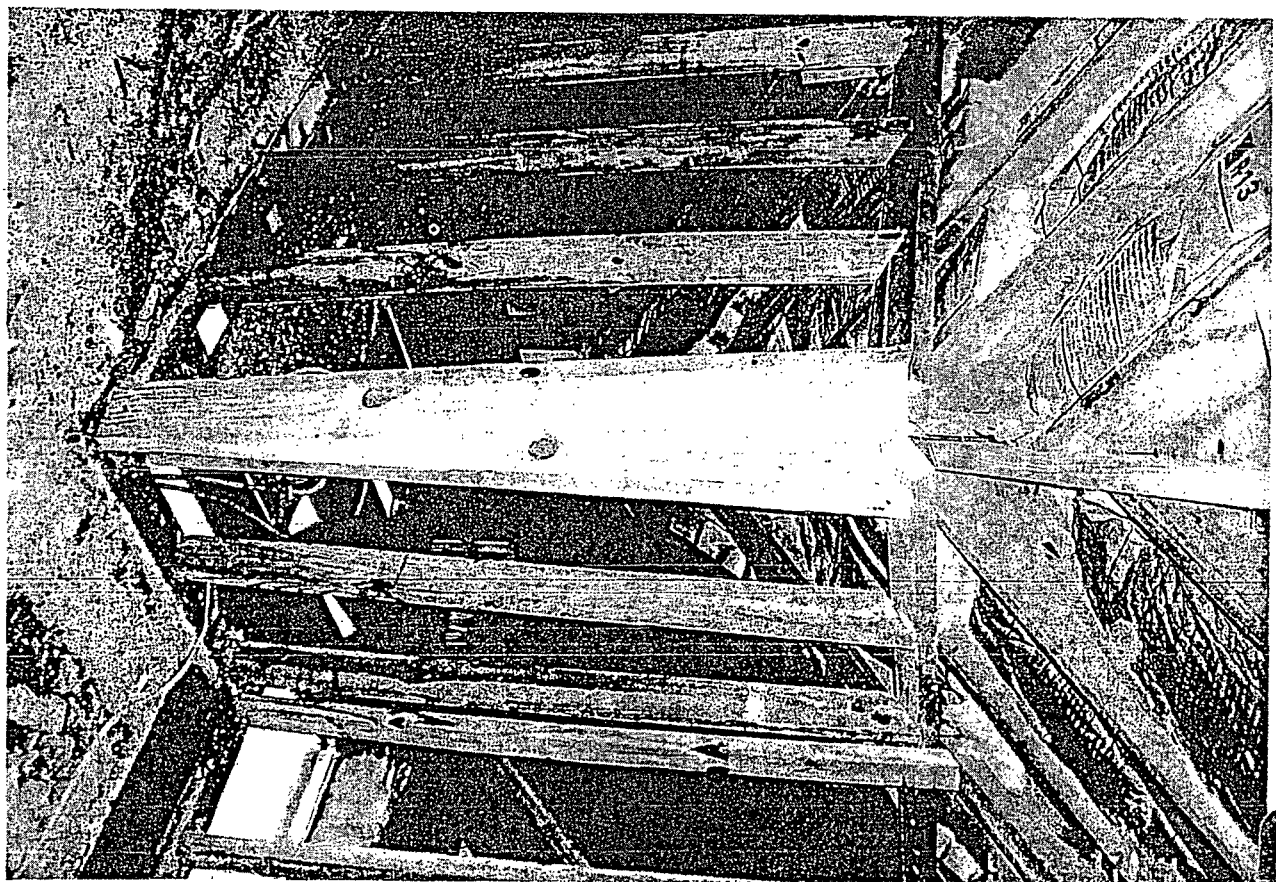
BB&T
500 BELLEVILLE RD
ORANGEBURG, SC 29115



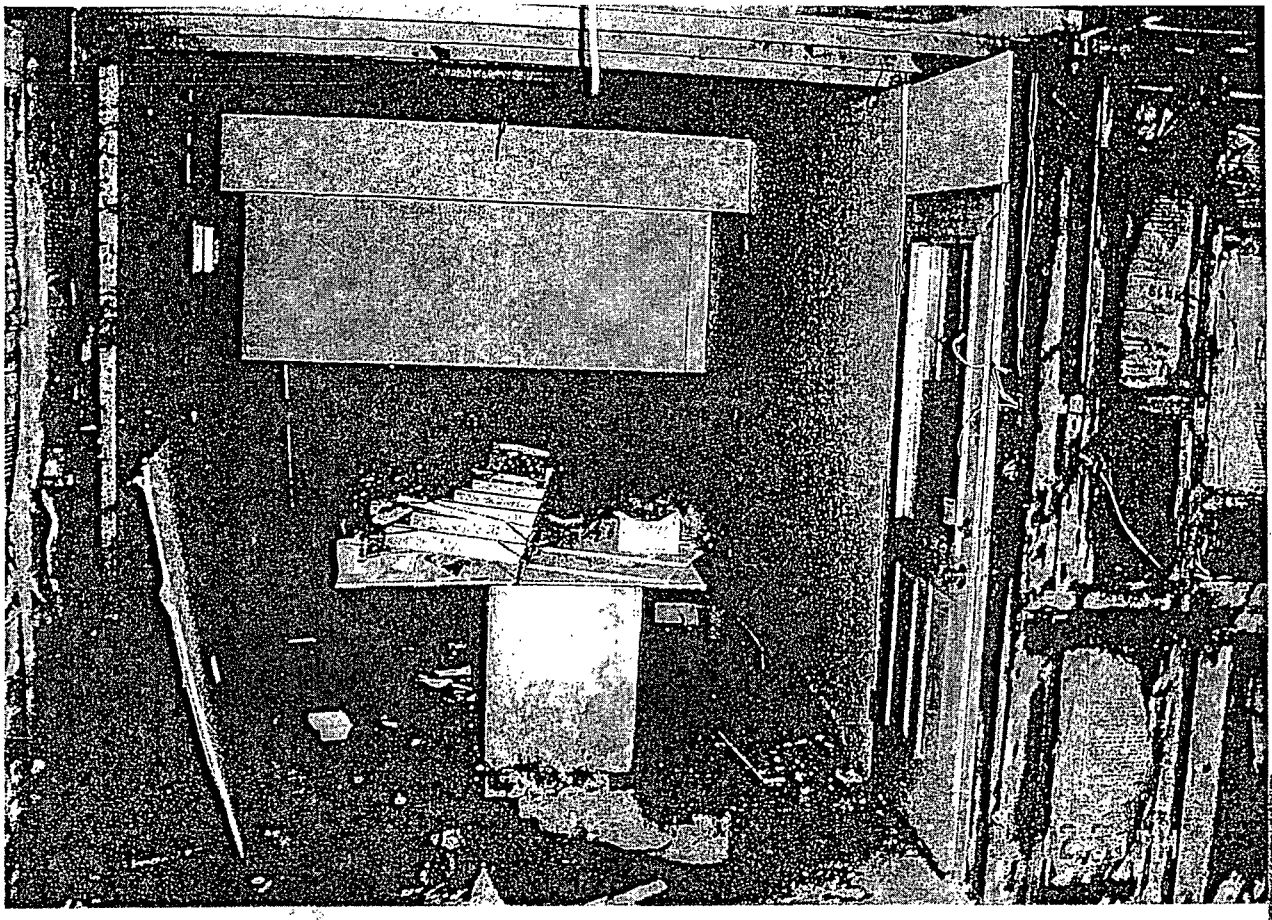
PLAINTIFF'S
EXHIBIT
25
tabbies



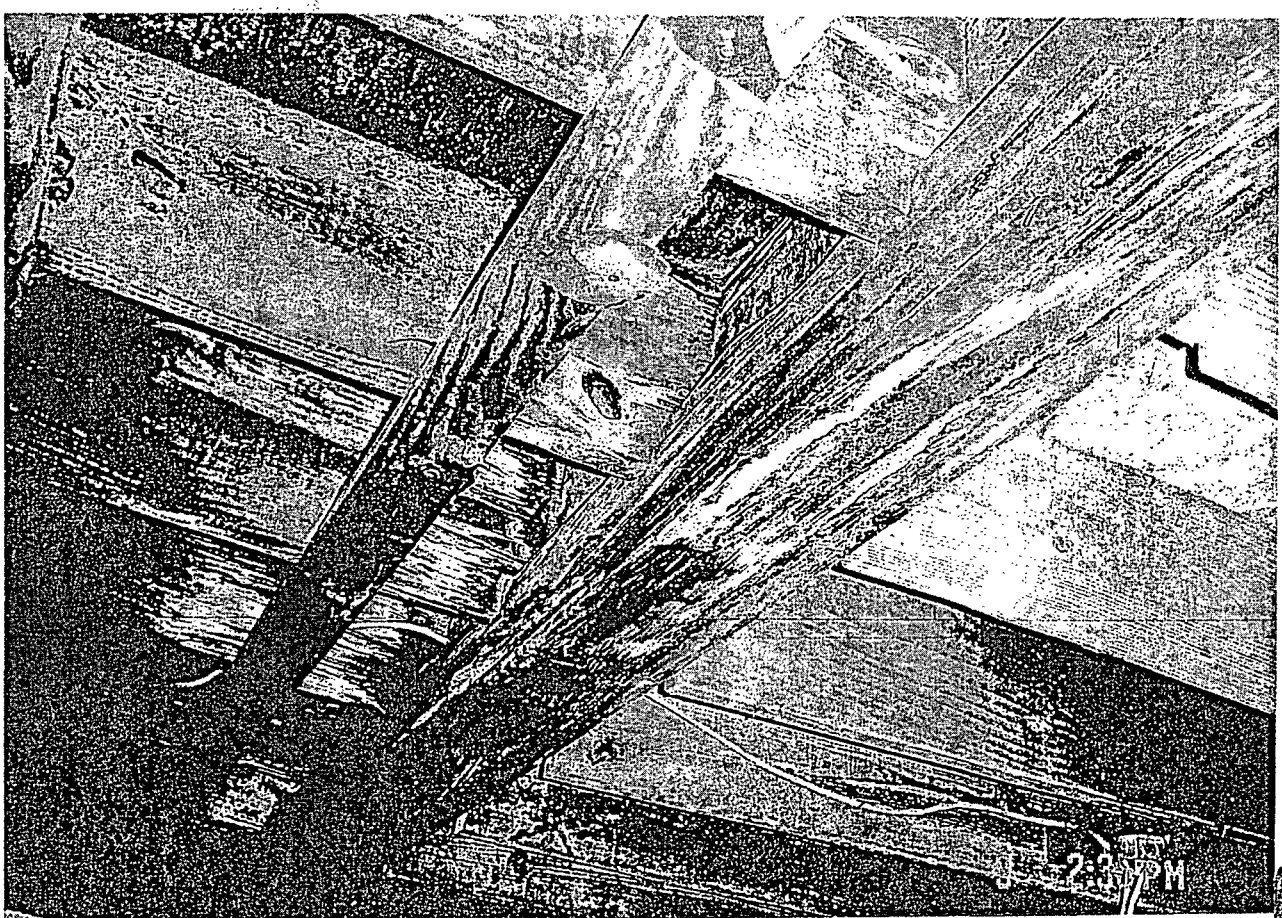
PLAINTIFF'S EXHIBIT
tabbies
20



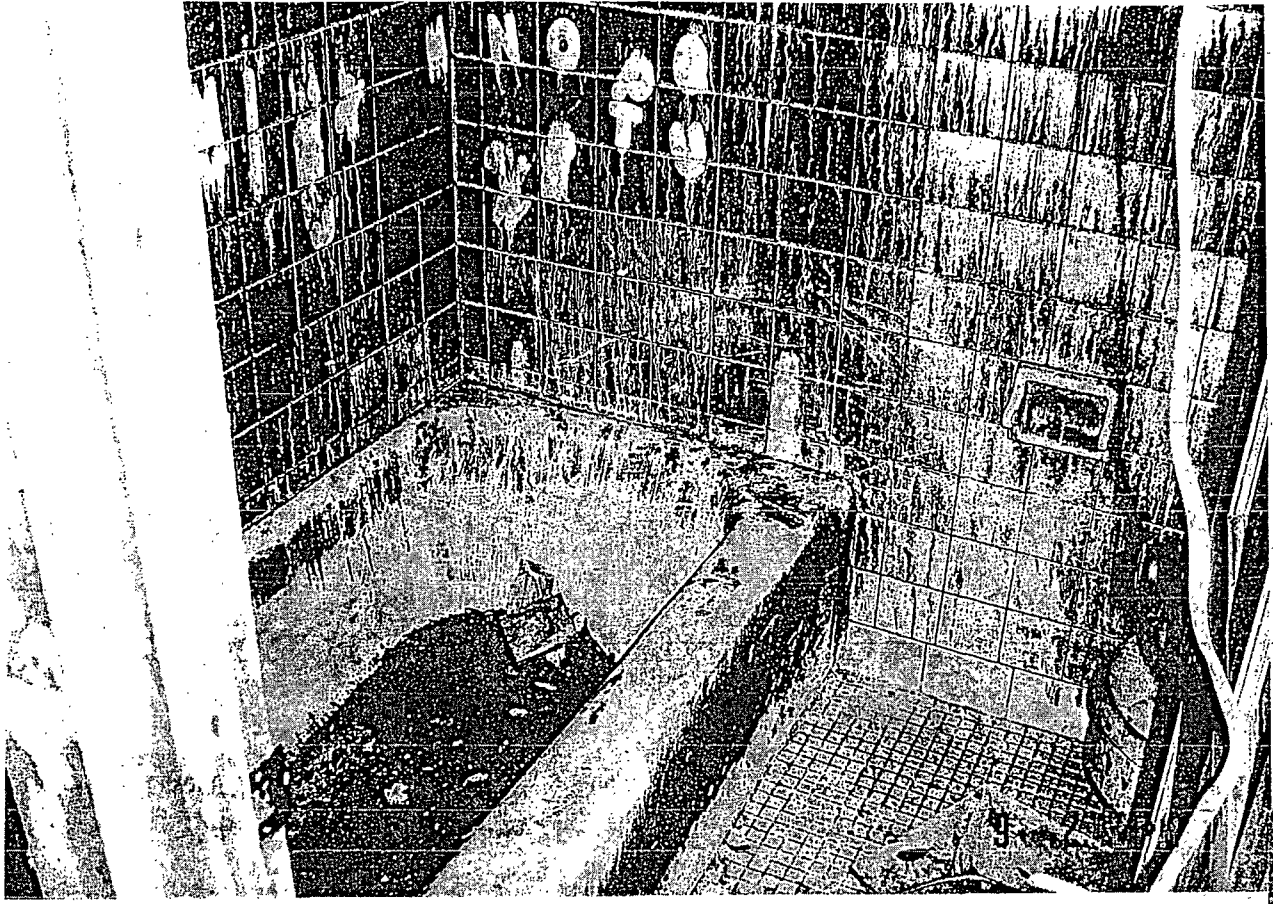
PLAINTIFF'S EXHIBIT
tabbies
21



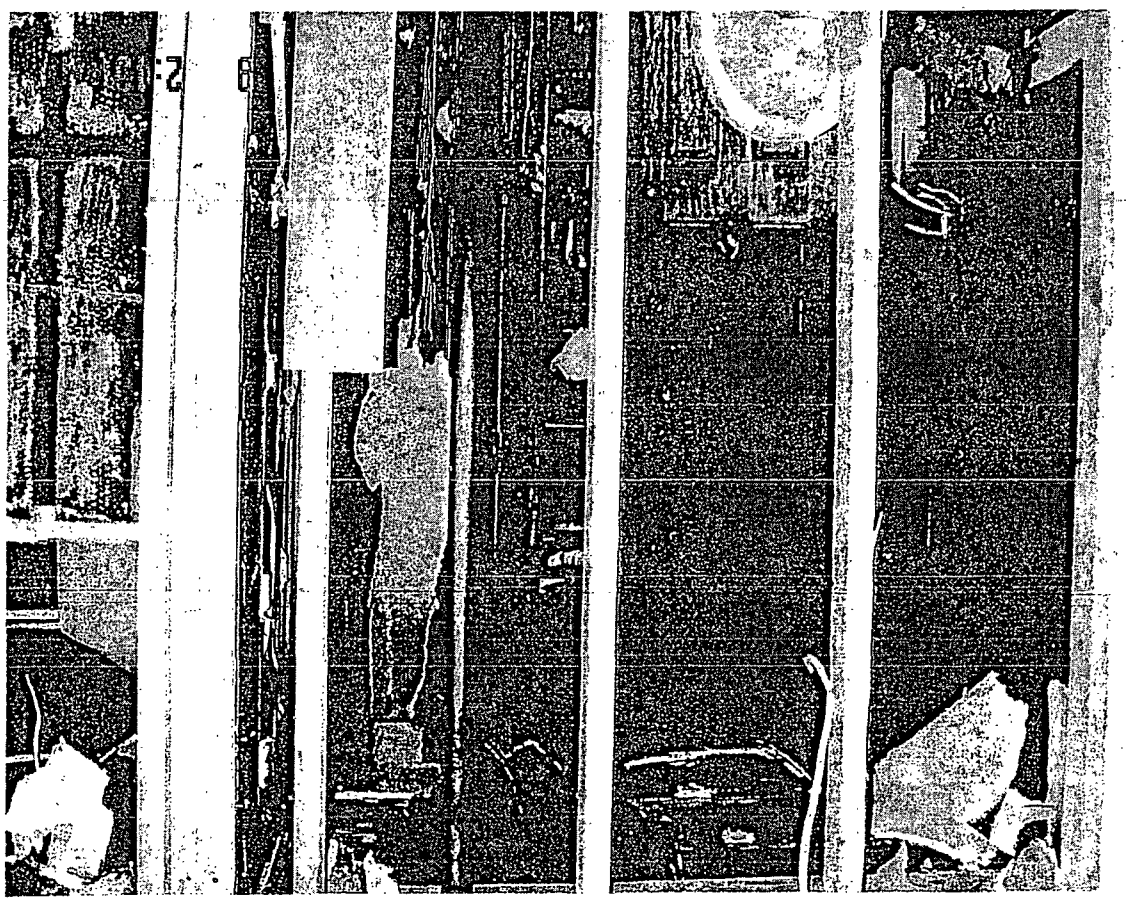
PLAINTIFF'S EXHIBIT 38



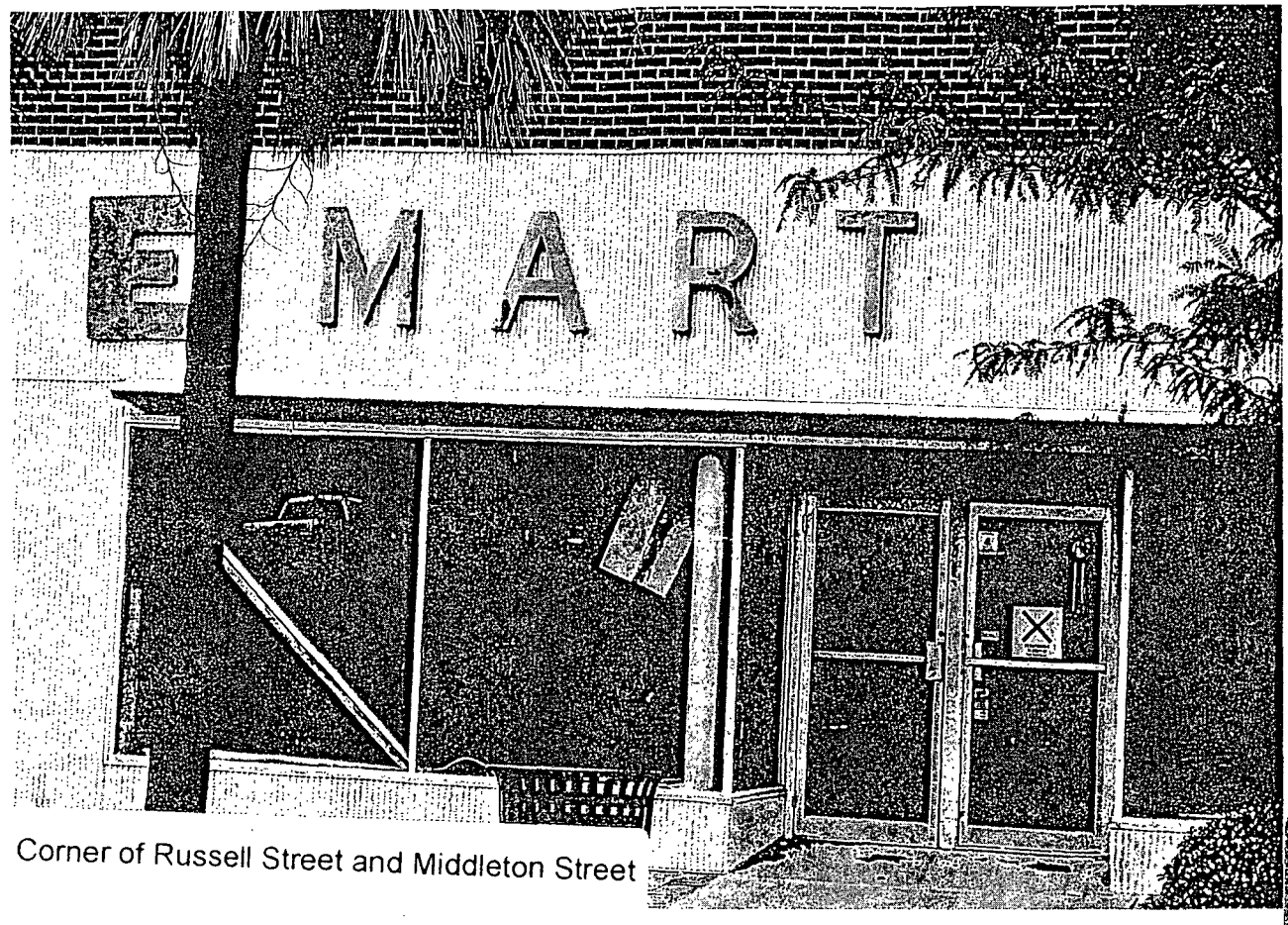
PLAINTIFF'S EXHIBIT 39



PLAINTIFF'S EXHIBIT
30

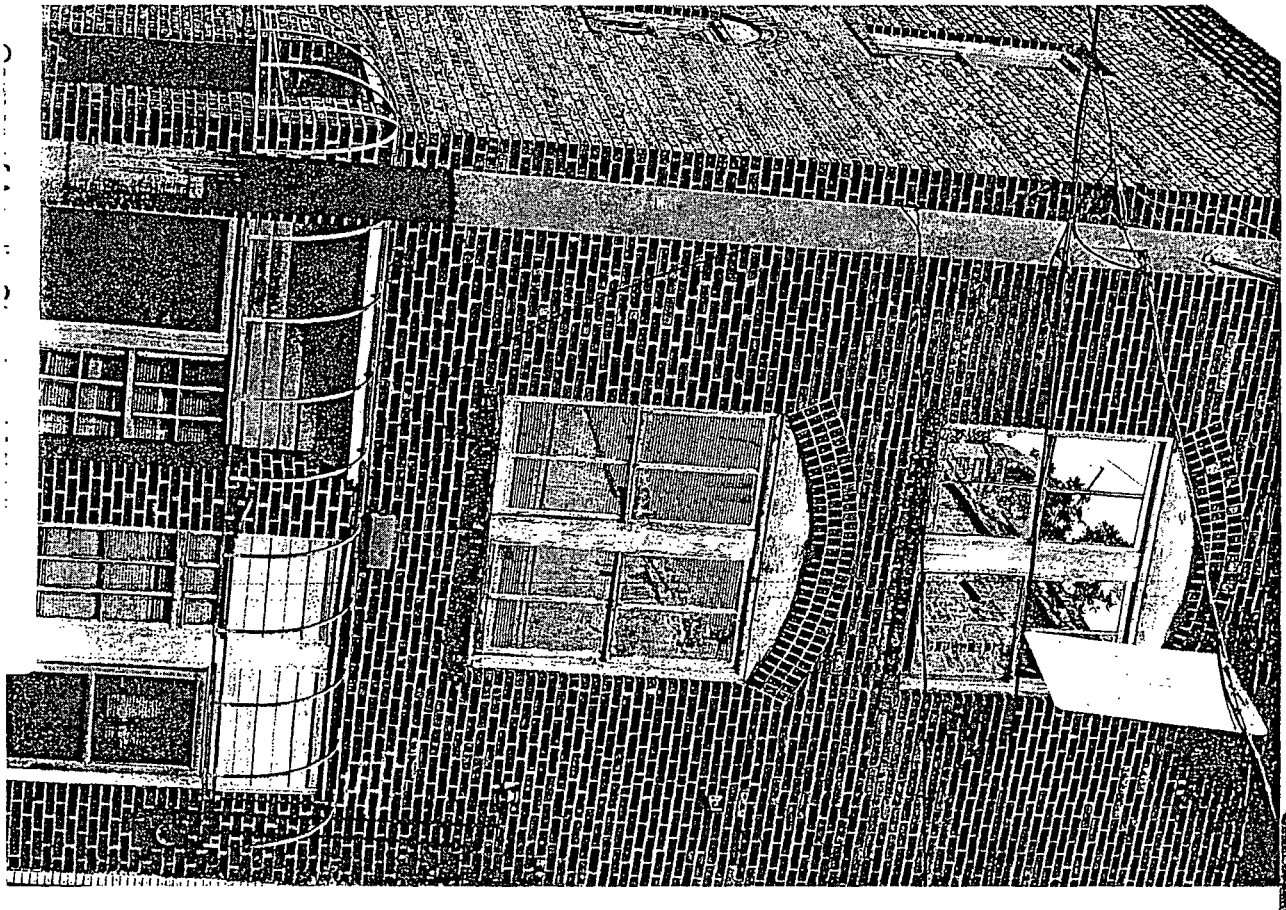


PLAINTIFF'S EXHIBIT
31



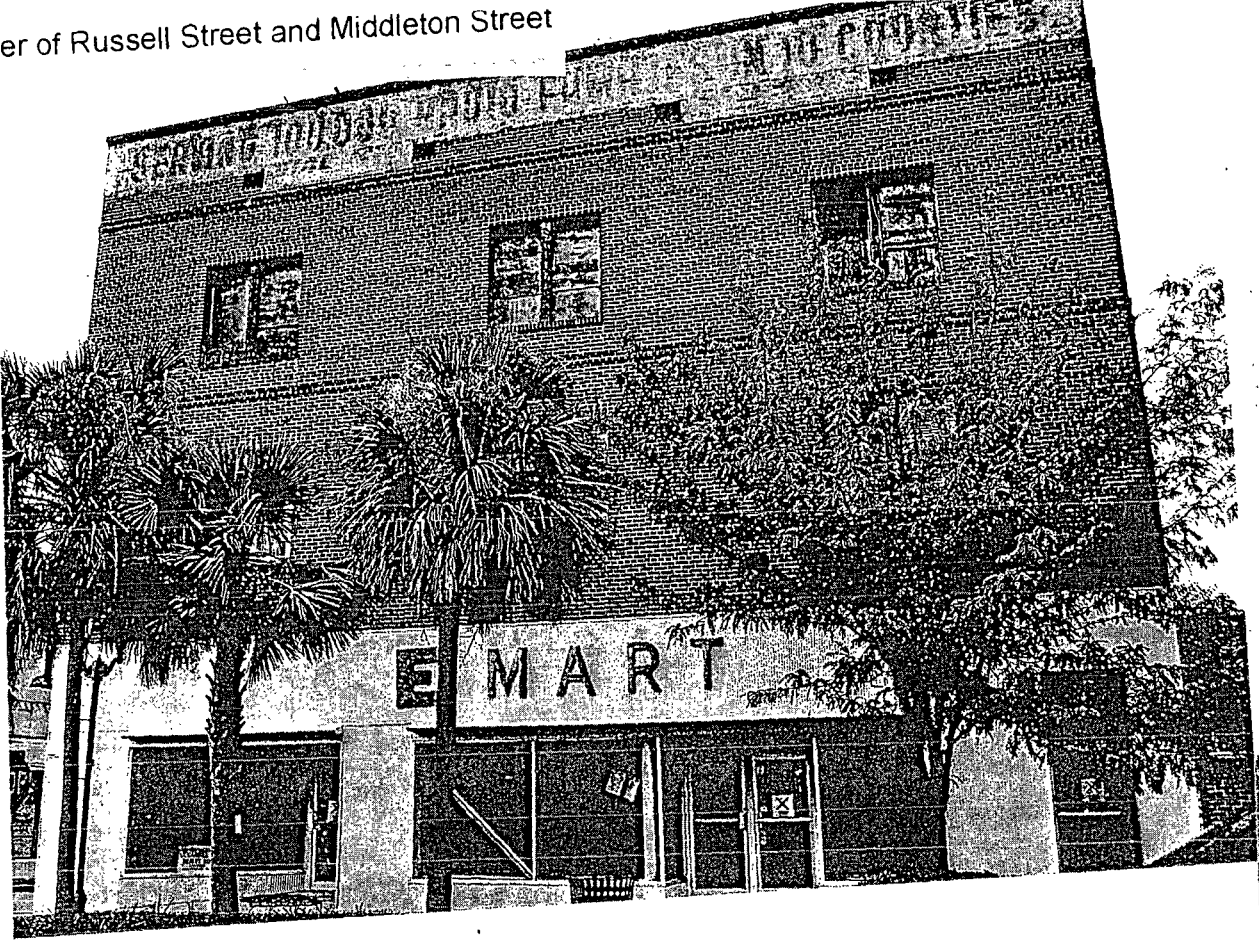
Corner of Russell Street and Middleton Street

PLAINTIFF'S EXHIBIT 37

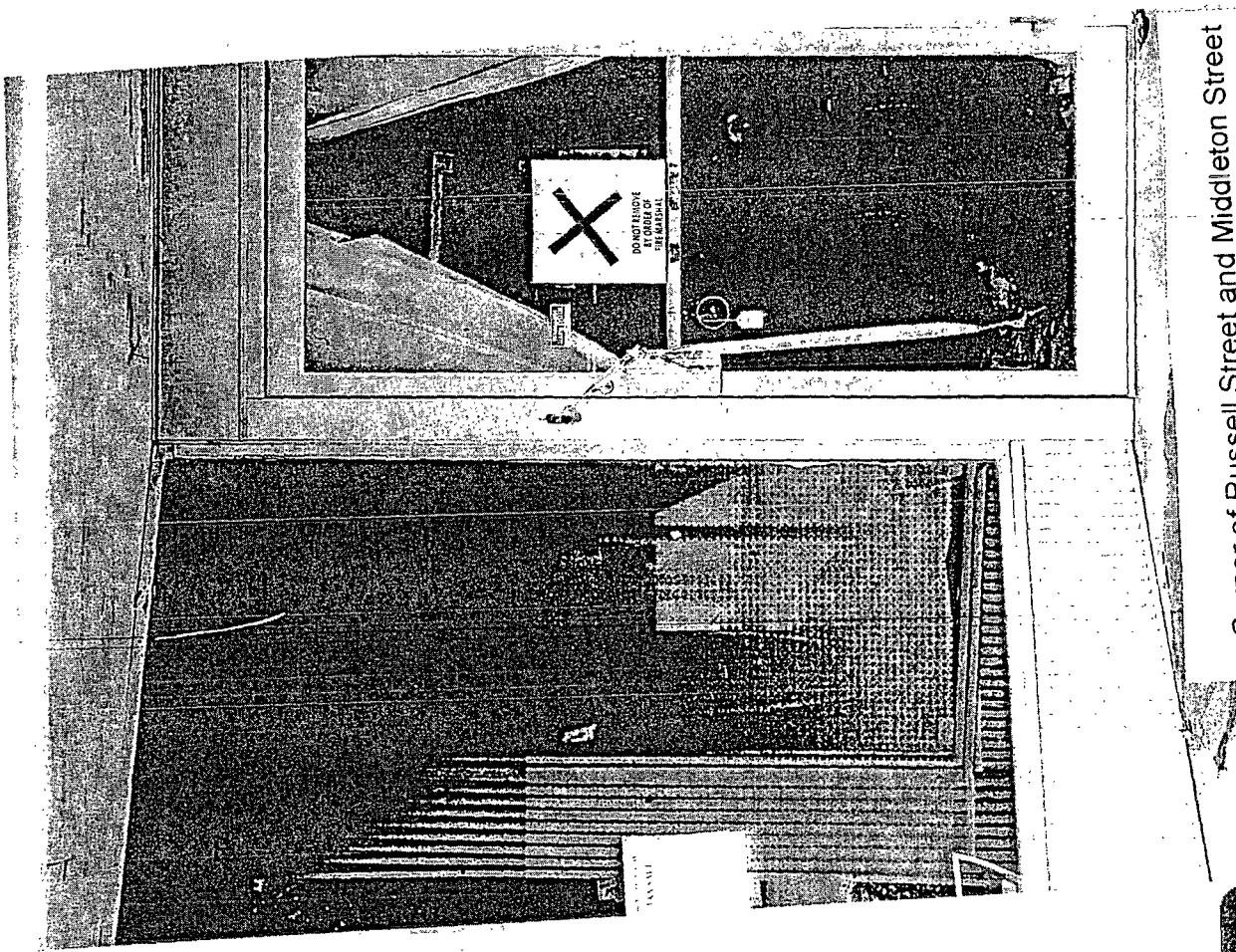


PLAINTIFF'S EXHIBIT 38

er of Russell Street and Middleton Street

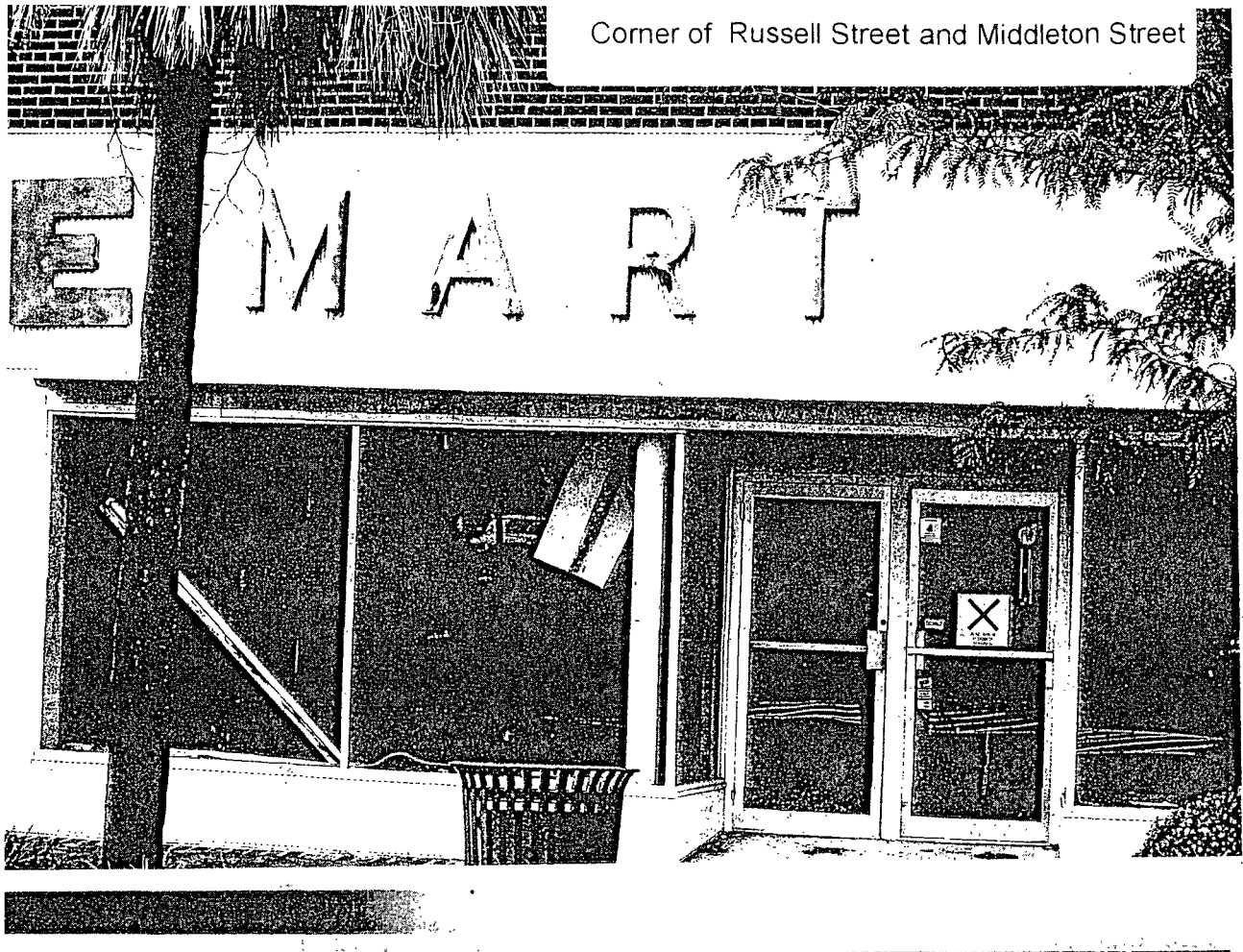


PLAINTIFF'S EXHIBIT
tabbies
49



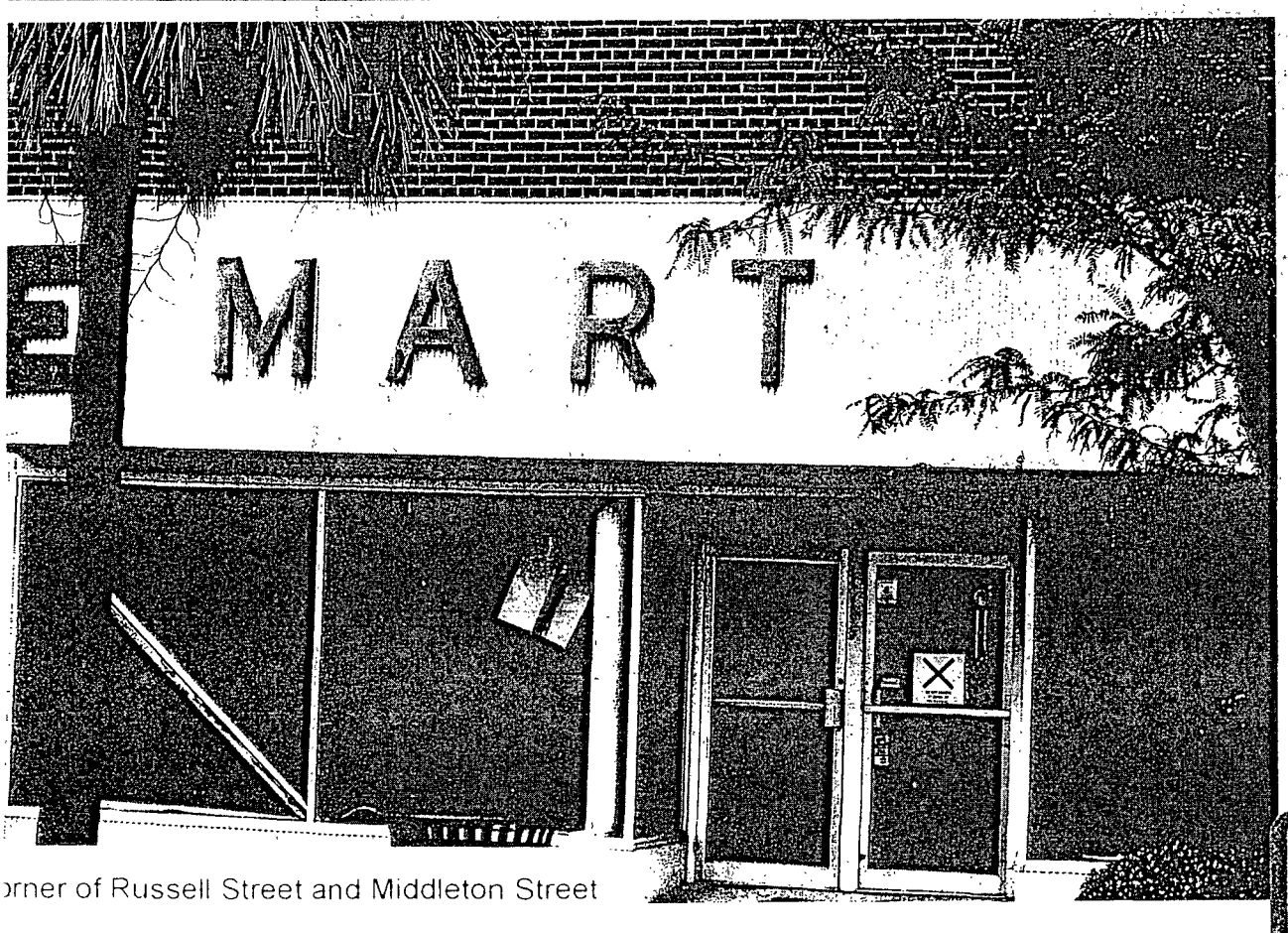
Corner of Russell Street and Middleton Street

PLAINTIFF'S EXHIBIT
tabbies
49



PLAINTIFF'S EXHIBIT 41

tabbies



ɔrner of Russell Street and Middleton Street

PLAINTIFF'S EXHIBIT 40

tabbies

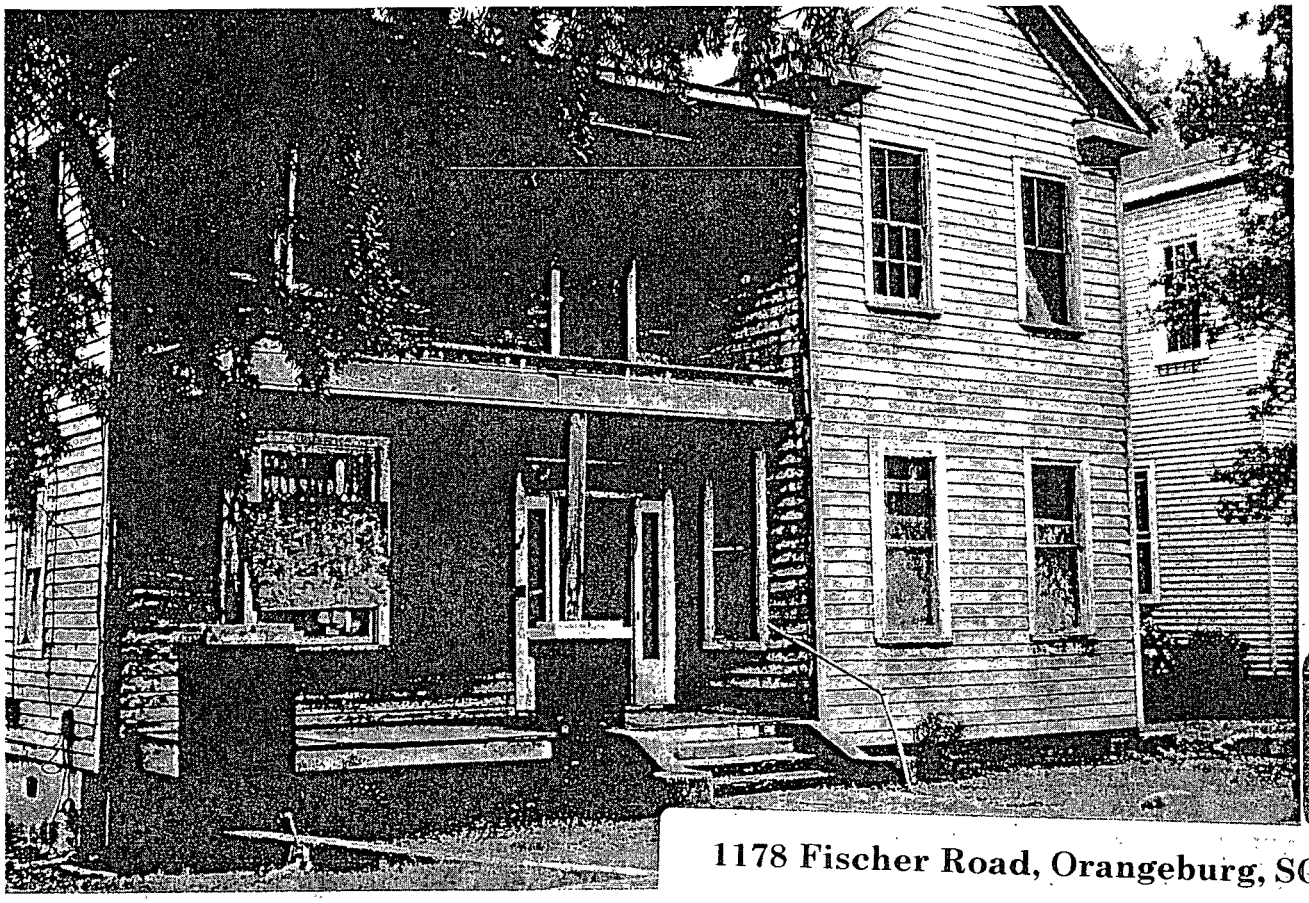


254 Treadwell Street

PLAINTIFF'S EXHIBIT
49

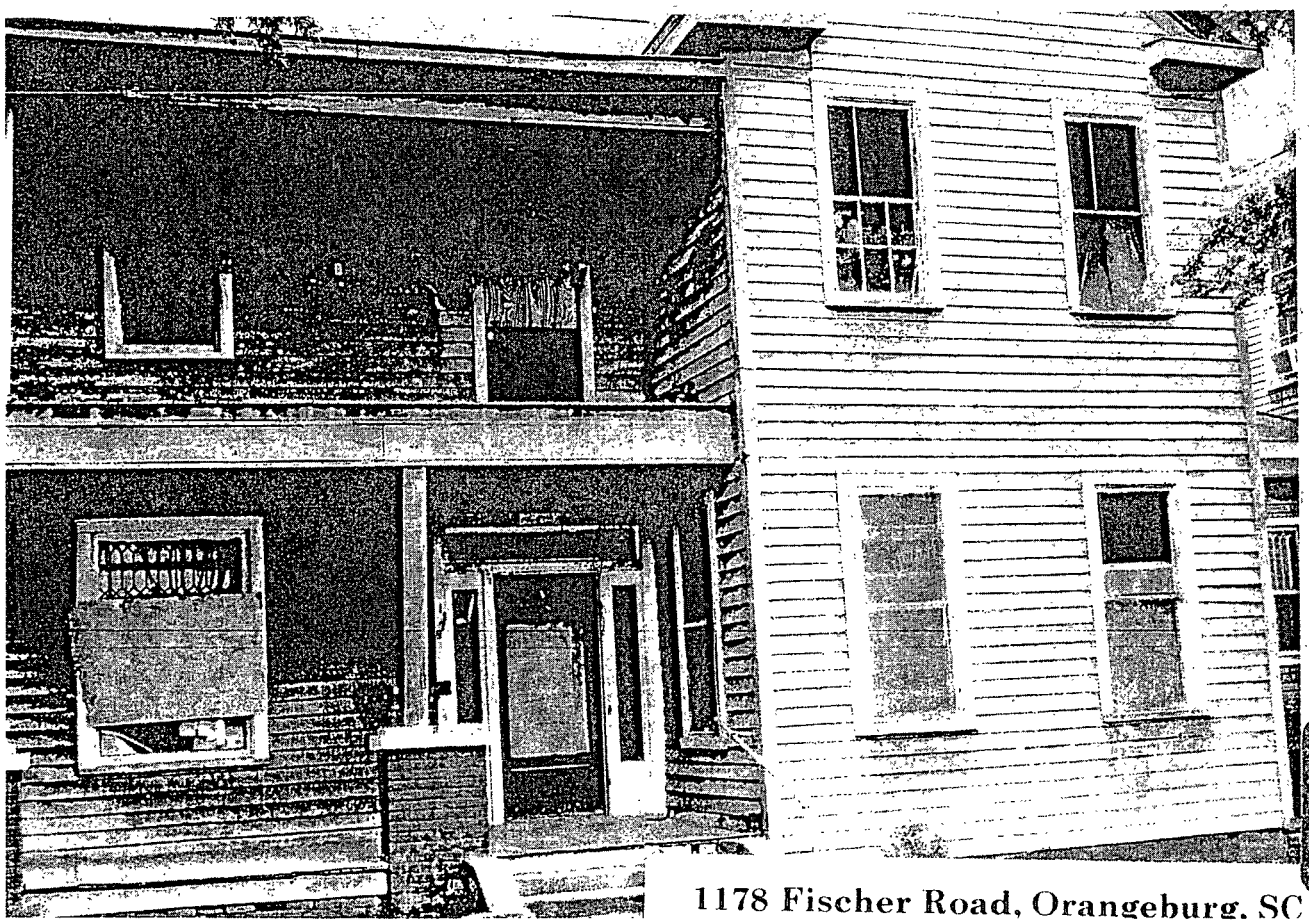


PLAINTIFF'S EXHIBIT
49



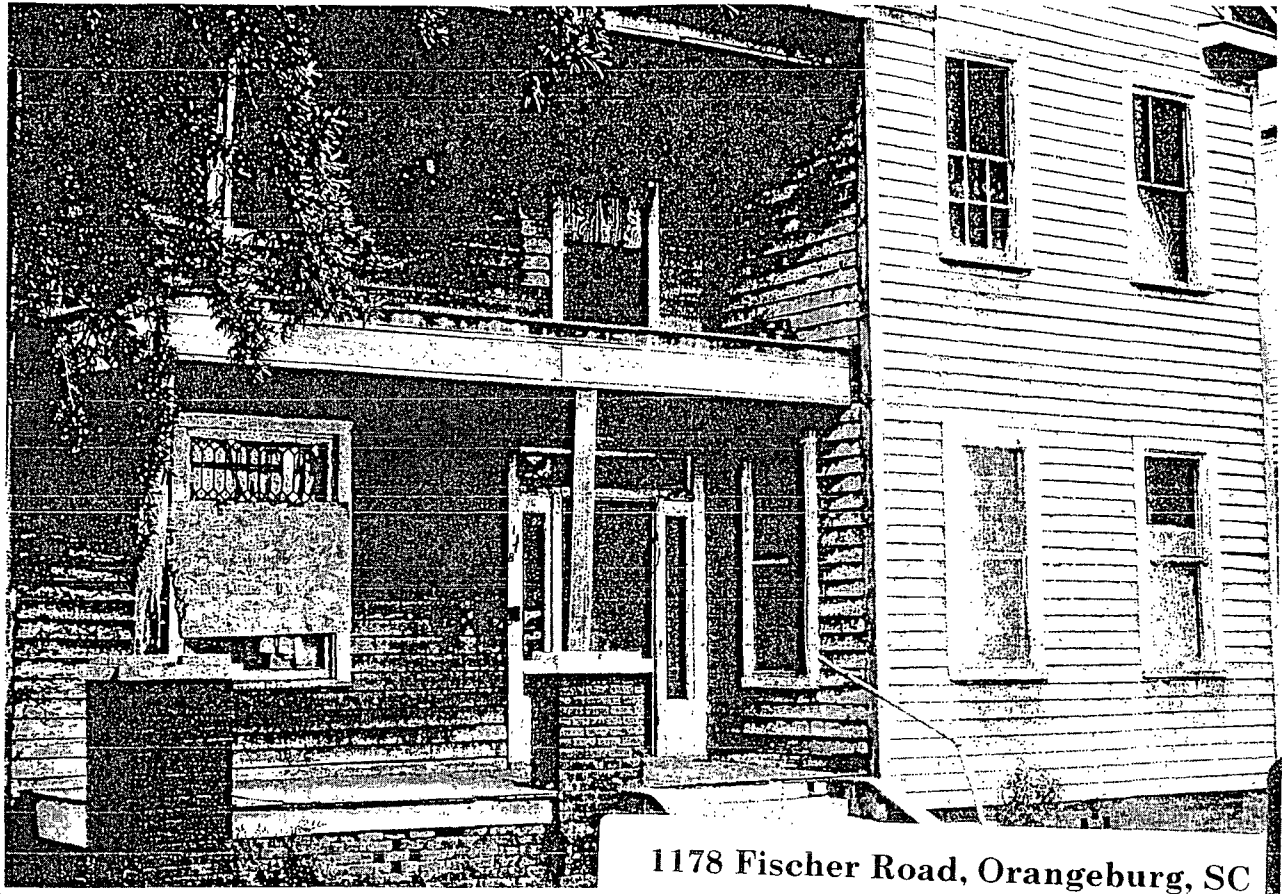
PLAINTIFF'S EXHIBIT 45

1178 Fischer Road, Orangeburg, SC



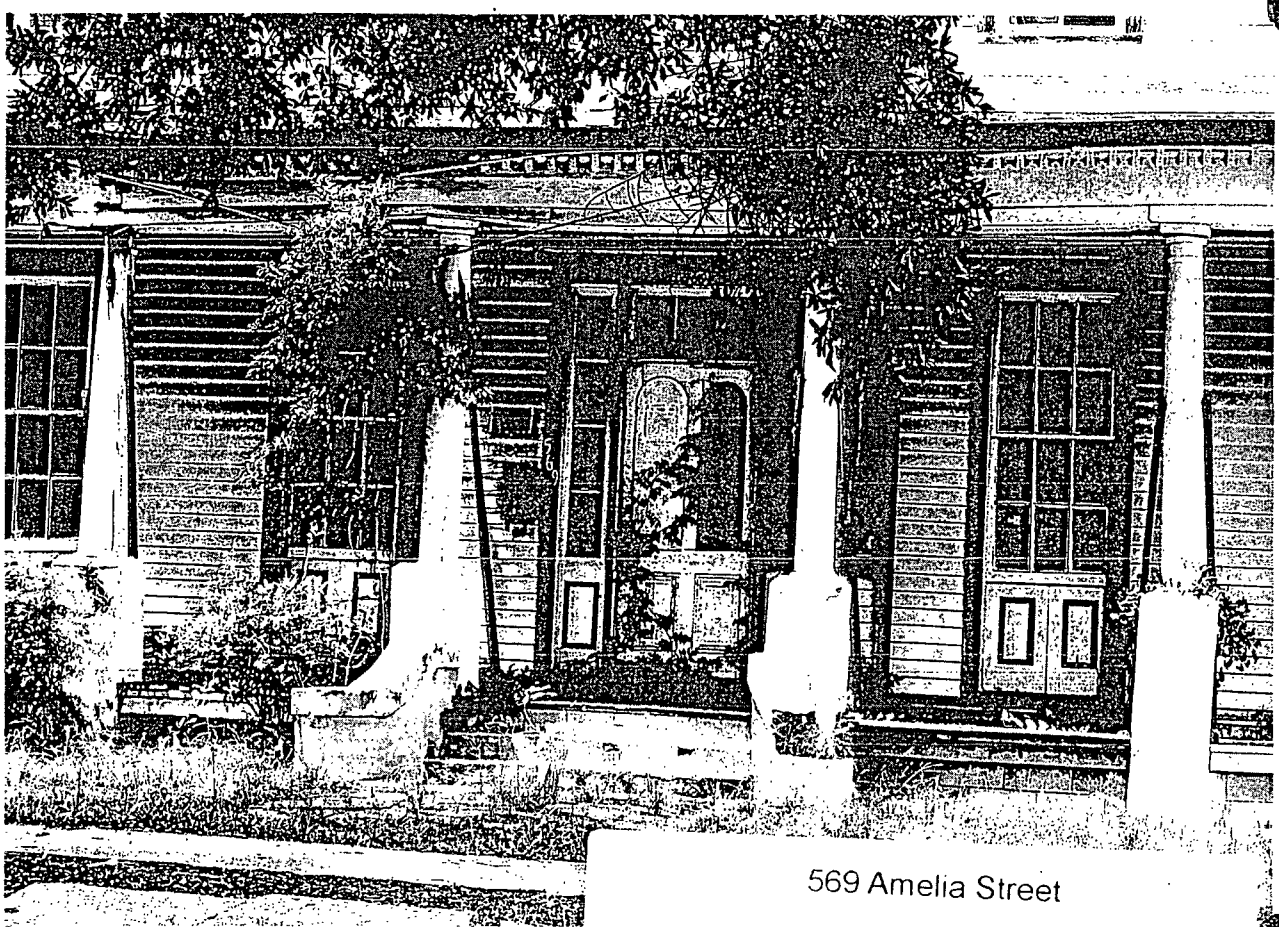
PLAINTIFF'S EXHIBIT 44

1178 Fischer Road, Orangeburg, SC



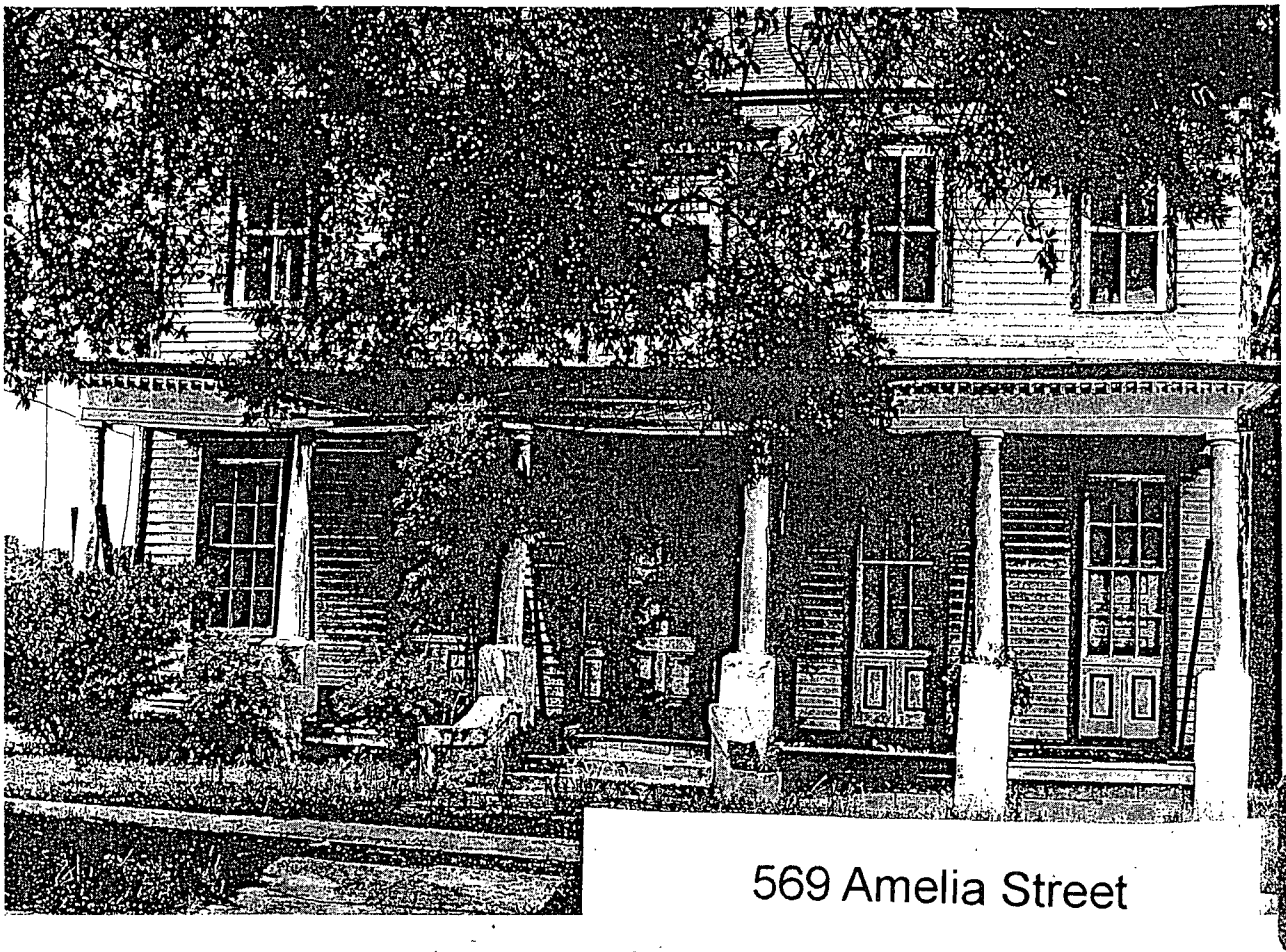
1178 Fischer Road, Orangeburg, SC

PLAINTIFF'S EXHIBIT 46



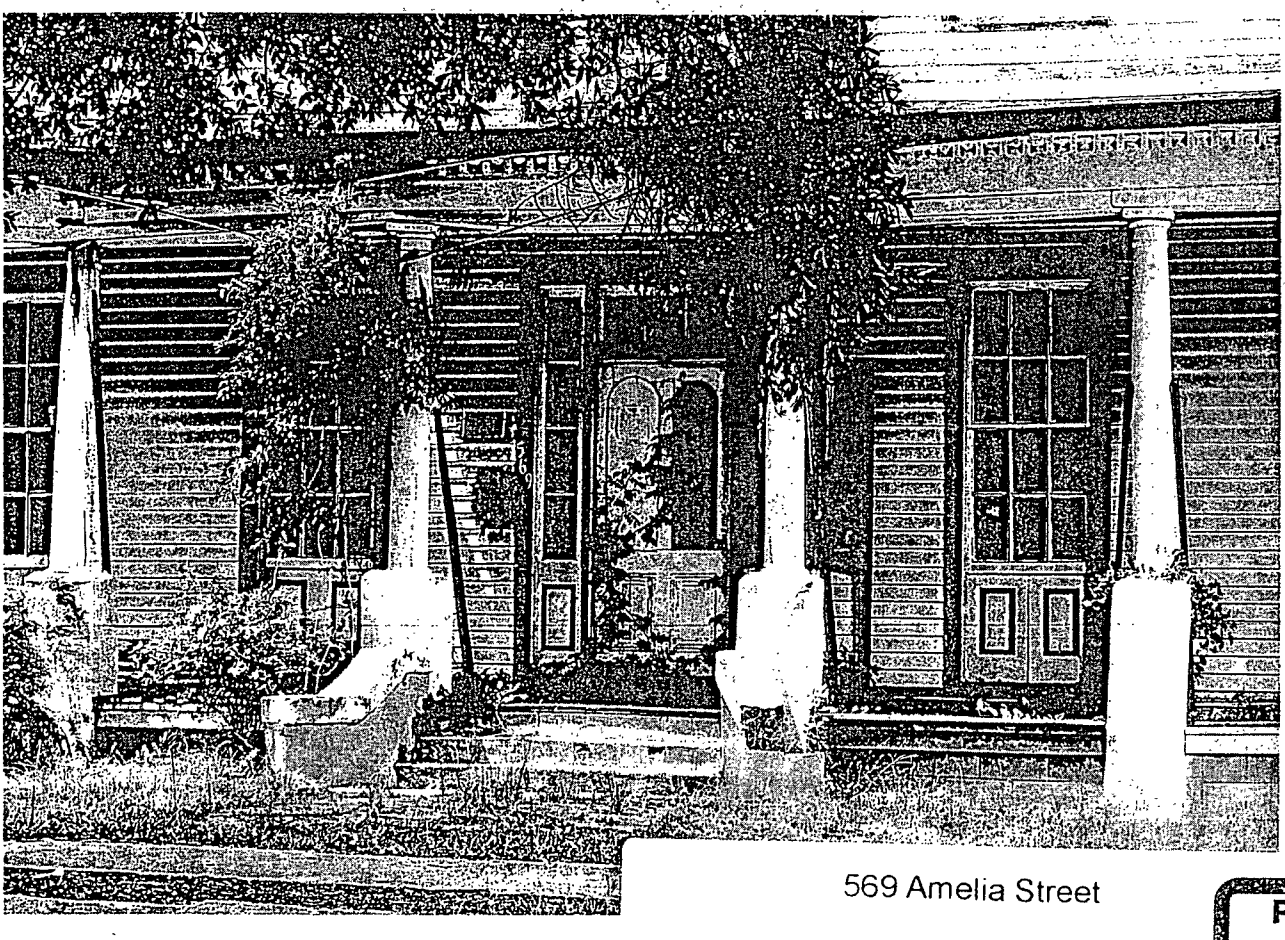
569 Amelia Street

PLAINTIFF'S EXHIBIT 47



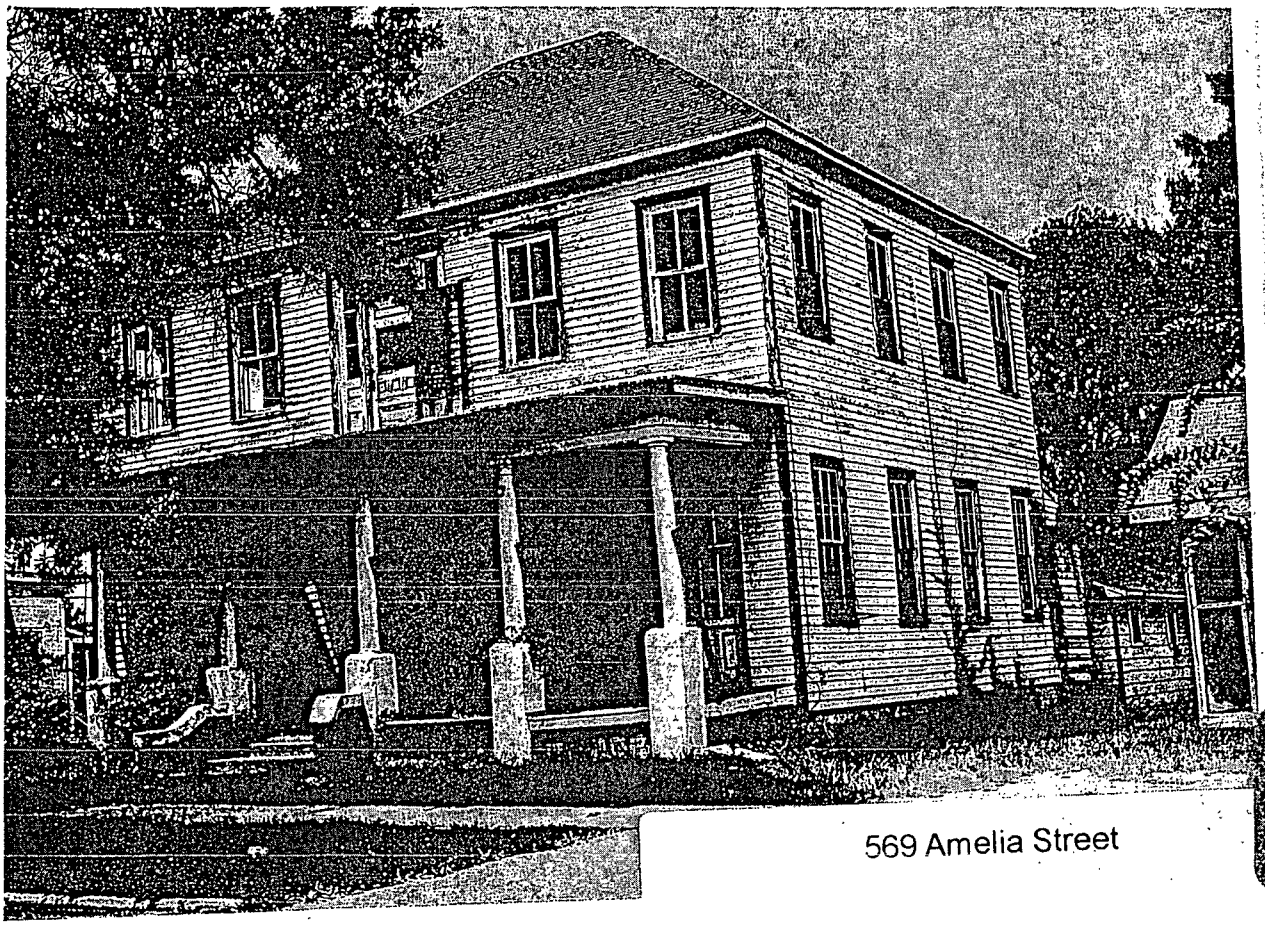
569 Amelia Street

PLAINTIFF'S EXHIBIT 48



569 Amelia Street

PLAINTIFF'S EXHIBIT 49



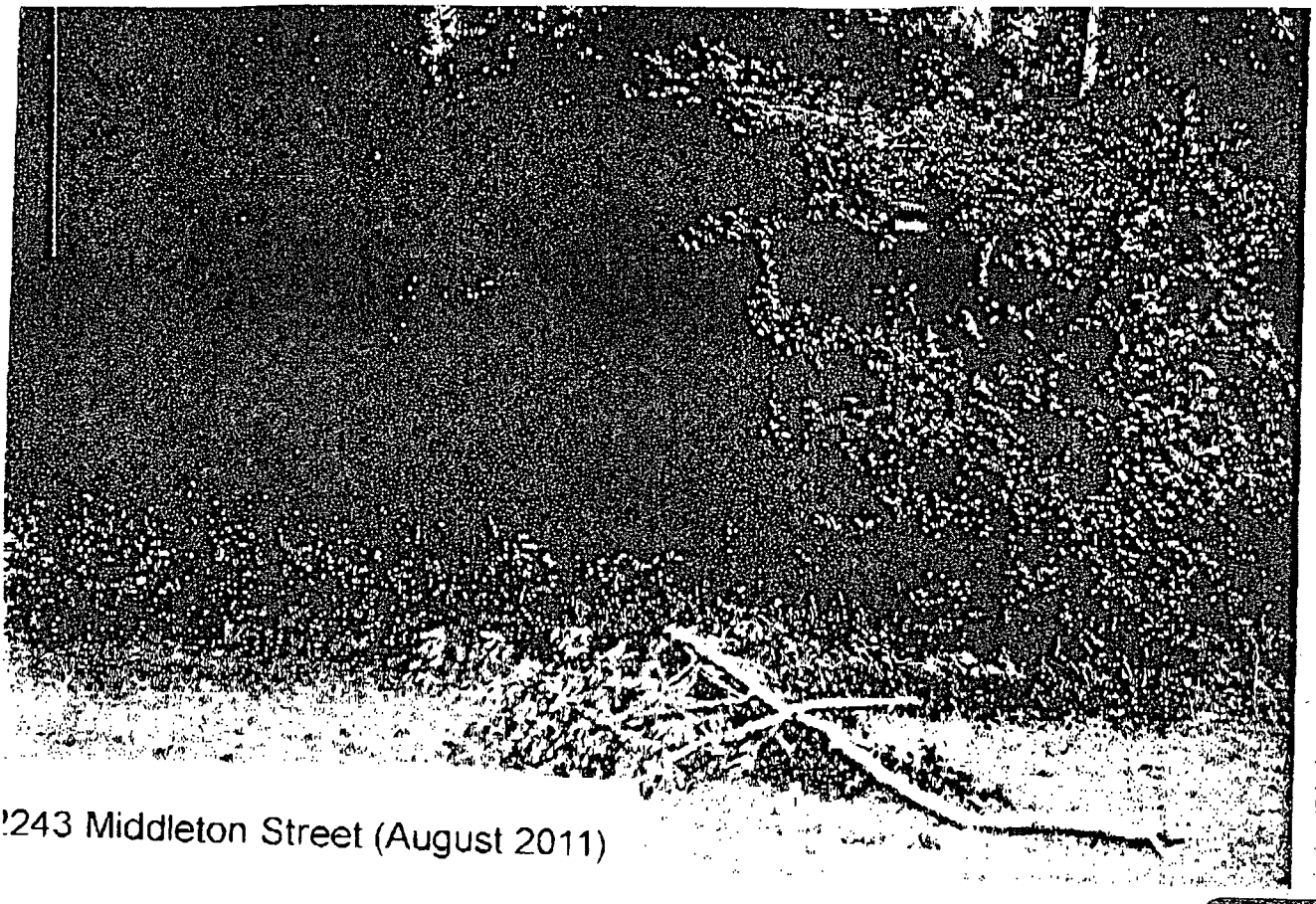
569 Amelia Street

PLAINTIFF'S EXHIBIT 50



Treadwell Street

PLAINTIFF'S EXHIBIT 51



!243 Middleton Street (August 2011)

PLAINTIFF'S EXHIBIT
52
tabbies

City of Orangeburg

South Carolina

BUILDING INSPECTION

December 12, 2002

Joe Singleton
610 Willing Lakes Court
Orangeburg, SC 29118

Dear Mr. Singleton,

It has been several months since you house at 2243 Middleton Street burned. This house must be either demolished or repaired in a timely manner. Please let me know what your intentions are and what is your proposed timetable for getting it done.

Sincerely,

D. Allan Ott

D. Allan Ott
Building Official

979 MIDDLETON ST., P.O. DRAWER 387
ORANGEBURG, S. C. 29116-0387
PHONE 803/533-6010 FAX 803/533-6007
allan - 524 - mail.com

DEFENDANT'S EXHIBIT
1
10-6-11

03/583

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF ORANGEBURG)

KNOW ALL MEN BY THESE PRESENTS That we, Joe F. Singleton and Evelyn Singleton, for and in consideration of the sum of thirty-five thousand and 00/100 ($35,000.00), dollars paid by Ajoy G. Chakrabarti and Sukla Charkrabarti, 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 Ajoy G. Chakrabarti and Sukla Charkrabarti, their heirs and assigns, the following described property, to wit:

2003 OCT 14 P 1:03

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Orangeburg, Orangeburg County, South Carolina, located in Berrywoods Subdivision and being more particularly shown and delineated on a plat for James B. Terry, Jr., and Susan D. Terry by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, RLS, dated May 25, 1990 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 69-S, page 279, and being bounded on the northeast by Middleton Street for a distance of 147.75 feet; on the southeast by a private drive, property of Andrew Berry separating the subject property from property now or formerly of Brabham for a distance of 170.38 feet; on the southwest by property now or formerly of Berry for a distance of 141.50 feet and on the northwest by property now or formerly of Journey for a distance of 152 feet. This is the same property conveyed to Joe F. Singleton and Evelyn Singleton by deed of James B. Terry, Jr., and Susan D. Terry dated January 26, 1996 and recorded January 31, 1996 in said Register's Office in Deed Book 625, page 629.

This conveyance is subject to restrictive covenants recorded in said Register's Office in Deed Book 304, page 129.

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 Ajoy G. Chakrabarti and Sukla Charkrabarti, their heirs and assigns forever.

And we hereby bind ourselves and our heirs and assigns to warrant and forever defend all and singular the said premises unto the said Ajoy G. Chakrabarti and Sukla Charkrabarti, their heirs and assigns against us and our heirs and assigns and against every person whomsoever lawfully claiming or to claim any part thereof.

91.00
38.50
129.50

IN WITNESS WHEREOF, the undersigned has executed this deed and delivered the same this 12TH day of February, 2003, and in the two hundred twenty-seventh year of the sovereignty and independence of the United States of America.

'03 FEB 13 AM 8 00
CARL LAMEY
REGISTER OF DEEDS
ORANGEBURG S.C.

BK0971PG129

IN THE PRESENCE OF:

Joe F. Singleton

Evelyn Singleton

ENTERED IN THIS OFFICE OF ASSESSOR
MAP 9-32 SHEET 0 BLOCK 01 PARCEL 001
THIS 11 DAY OF February 2003
ORANGEBURG COUNTY: MARION LLOYD, COUNTY ASSESSOR

DEFENDANT'S EXHIBIT 3

City of Orangeburg
South Carolina

BUILDING INSPECTION DIVISION

March 6, 2003 Case #336

Ajoy Chakrabarti
225 Mason Drive
Orangeburg, SC 29118

Dear Mr. Chakrabarti,

This letter is to inform you that your house (a two story, type VI, unprotected, wood frame structure) at **2243 Middleton Street,** Orangeburg, S. C. has been declared unsafe. This is due to the fact that the house **is burnt, unfit for use and a public nuisance.**

This house must be secured within five days to prevent unauthorized entry. If occupied, the house must be vacated within 60 days. If the house is to be repaired, a building permit must be secured within 60 days and repairs must be completed within 120 days of receipt of this notice and the house made to comply with the International Property Maintenance Code. If the house is not to be repaired, a demolition permit must be secured within 60 days; and the demolition work must be completed within 120 days of receipt of this notice. If repair work or demolition work is not commenced within or completed by the time specified, the house will be ordered vacated and posted to prevent further use. The Building Official will either: (1) Have the house demolished and all debris removed from the premises. Included in the debris will be all the equipment, furniture, appliances, personal items, merchandise, etc., in the house at the time of the demolition. All costs incurred in the demolition will be billed to you. If the bill remains unpaid for 30 days, the amount owed will be added to the property tax. Or (2) You will be ticketed and summoned to appear in court before the magistrate or municipal judge. Once you are ticketed you will have the option of either paying the assessed fine or appearing in court on the date specified and having [illegible] violation constitutes a separate offe

Any person having any legal inter Board of Appeals. Such appeal sh Maintenance Code and shall be filec

Sincerely,

D. Allan Ott

D. Allan Ott, Building Official

Enclosure

DEFENDANT'S EXHIBIT 3

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Ajoy Chakrabarti
225 Mason Drive
Orangeburg, S. C.
29115

COMPLETE THIS SECTION ON DELIVERY

A. Signature [illegible] ☐ Agent
X Sukkachakrabarti ☐ Addressee

B. Received by (Printed Name) C. Date of Deliver 3-7-0[illegible]

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchan
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7002 0860 0005 4065 4498

PS Form 3811, [illegible]526 01 Domestic Return Receipt 102595-02-

City of Orangeburg
South Carolina

BUILDING INSPECTION DIVISION

March 6, 2003 Case #336

Ajoy Chakrabarti
225 Mason Drive
Orangeburg, SC 29118

Dear Mr. Chakrabarti,

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Any person having any legal interest in the property may appeal the notice by the Building Official to the Construction Board of Appeals. Such appeal shall be in writing in the form specified in Section 111 of the International Property Maintenance Code and shall be filed with the Building Official within 20 days from the date of the notice

Sincerely,

D. Allan Ott

D. Allan Ott, Building Official

Enclosure

979 MIDDLETON ST., P.O. DRAWER 387
ORANGEBURG, SC 29116-0387
PHONE 803/533-6010 FAX 803/533-6007

Application for Building Permit

CITY OF ORANGEBURG, SOUTH CAROLINA

Permit #: 2003-105 **Date:** 4/07/2003 **Tax Map Number:** _____

I hereby make application for building permit as follows:

Owner: CHAKRABARTI, AJOY Box 7157 SCSU, Orbg SC 29117

Location: 2243 MIDDLETON ST

Owner's Address: _____

All Contractors and Sub-Contractors are Subject to be Licensed by The City of Orangeburg

Contractor OWNER ACTING AS CONTRACTO **License #:** _____ **Zone:** A-1

Architect: _____ **Proposed Use & Occupancy:** _____

Description of Work REPAIR BURNT HOUSE

Building Area Heated: _____ **Exterior Wall Construction:** _____

Number of Stories #: _____ **Number of Fireplaces:** _____ **Est. Date of Completion:** _____

Number of Rooms:

Living Room: _____ **Dining Room:** _____ **Bedroom:** _____ **Kitchen:** _____

Utility _____ **Bath:** _____ **Patio:** _____ **Den:** _____

Type of Construction: _____ **Type of Heat** _____ **Type of Fuel:** _____

Total Estimated Cost: $50,000.00

ESTIMATED COST OF NEW CONSTRUCTION:

Residential: $0.00

Commercial: $0.00

ESTIMATED COST OF ADDITIONS:

Residential: $0.00

Commercial: $0.00

Construction: X **Demolition:** _____ **Relocation** _____ **Renovation or Repair** $50,000.00

SUB-CONTRACTOR:	NAME	LIC #		NAME	LIC #
Carpenter:	THOMAS DARBY	S-036572	Masons:		
Dry Wall Installers			Painters/Wallpaper Ins.:		
Electricians:	MYERS & SON ELECTRIC	S-009812	Plumbers:		
Floor Cov. Installers:			Roofers:		
HVAC Installers:	ORANGEBURG HEATING A	M-2184	Stucco Installers:		
Insulation Installers:			Siding Installers:		
Other:			Other:		

It is understood in issuing this permit, that said building, additions or repairs, will in every particular strictly conform to the provisions of all ordinances of the city, and to the requirements of all applicable codes.

Location Sketch Furnished: _____

_____
Signature of Applicant

Approved YES

_____
City Building Official

Date: 4/07/2003 Charge: $202.00

NOTE: Void if work is not started in 60 days from this date.

DEFENDANT'S EXHIBIT 4

CITY OF ORANGEBURG, SOUTH CAROLINA

No. 03-105 Date April 7, 2003 Tax Map Number 0152-11-07-001

I hereby make application for building permit as follows: Fire District Number _____

Owner Ayo Lakwabati Zone _____

Location 224 Middleton ST School District Number _____

Owner's Address _____

All Contractors and Sub-Contractors Are Subject To Be Licensed By The City of Orangeburg

Contractor Home Depot, Myers - Don Electric, Ashley Heating & Cooling

Architect _____

Proposed Occupancy _____

Description of work Repair front room (Closet not to be built on rental for 2 years after completion)

Building Area Heated _____ Unheated _____

Exterior Wall Construction _____

Number of Stories _____ Number of Fireplaces _____

~~Estimated~~ date of Completion Est. June 2, 2003, Act. August 1, 2003

Number of Rooms: Living Room _____ Dining Room _____ Bedroom _____

Den _____ Kitchen _____ Utility _____ Bath _____ Patio _____

ESTIMATED COST OF NEW CONSTRUCTION:

Residential _____

Commercial _____

MOVE _____ DEMOLISH _____

ESTIMATED COST OF ADDITIONS:

Residential _____

Commercial _____

Renovation or Repair 50,000.00

Type of Construction: Frame ( ) Metal ( ) Wood ( ) Other ( )

Type of Heat _____

Type of Fuel _____

SUB-CONTRACTOR	NAME	LICENSE DATE	ADDRESS
Plumbing			
Electrical	Myers		
Heating	Ashley		
Air Condition			

Graph Sheet Showing Location: _____ Yes _____ No

It is understood in issuing this permit, that said building, additions or repairs, will in every particular strictly conform to the provisions of all ordinances of the city, and to the requirements of all applicable codes.

Location Sketch Furnished _____

A. Y. Lakwabati
Signature of Applicant

Approved Yes

Allan Duff
City Building Official

Date April 7, 2003

Charge $202.50

NOTE: Void if work is not started in 60 days from this date.

DEFENDANT'S EXHIBIT 5

BUILDING PERMIT

City of Orangeburg
Public Works
979 Middleton St., SE
Orangeburg, Sc 29116
Office (803) 533-6010

Issued To: CHAKRABARTI, AJOY

Job Desc: REPAIR BURNT HOUSE

Location: 2243 MIDDLETON ST

Contractor: OWNER ACTING AS CONTRACTOR

Permit Date: 4/07/2003 **Permit No:** 2003-105

Building To Comply With City Building Code

City Building Official

Signed David Epting

Office Use Only

Finance Initials:

INSPECTIONS

Type:	STATUS	By:	D. Chakrabarti/Jay Jackson	Date:	8-9-04
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	
Type:		By:		Date:	

This Card To Be Displayed At Job Site

NOTICE TO OWNER OR POSSESSOR

PURSUANT TO S.C. CODE SEC. 15-3-640 YOU HAVE THE RIGHT TO CONTRACT FOR A GUARANTEE OF THE STRUCTURE BEING FREE FROM DEFECTIVE OR UNSAFE CONDITIONS BEYOND THIRTEEN YEARS AFTER SUBSTANTIAL COMPLETION OF THE IMPROVEMENT FOR WHICH THE PERMIT IS ISSUED.

City of Orangeburg

South Carolina

BUILDING INSPECTION

May 19, 2004

Ajoy Chakrabarti
P. O. Box 7157, SCSU
Orangeburg, SC 29117

Dear Dr. Chakrabarti,

In follow up to our meeting today, you are hereby given the following deadlines concerning various properties of yours.

Your property at 2243 Middleton Street is overgrown with weeds and storm debris (tree limbs) has not been cleaned up, (Sec. 22-6). Also the water in the swimming pool is stagnant and can support the breeding of mosquitoes. These code violations must be corrected within fifteen (15) days of receipt of this notice. Failure to do so will force the City to have the work done and you will be billed for the cost.

Your house at 2243 Middleton Street burned several years ago and has never been completely repaired. The building permit that was issued to you on April 7, 2003 indicated that the exterior of the house would be completed by June 2, 2004; it has not been completed. You are hereby given sixty (60) days from receipt of this notice to complete repairs to the exterior of the house. Failure to do so will force the City to either demolish the entire house and bill you for the cost or issue you a summons to court and a ticket for $1000.00.

It has come to the City's attention that several of your vacant apartments on Waunamaker Street and Jensen Court are not secured to prevent unauthorized entry. You are hereby given fifteen (15) days to secure all these vacant apartments. Failure to do so will force the City issue you a summons to court and a ticket for $1000.00.

Sincerely,

D. Allan Ott

D. Allan Ott
Building Official & Zoning Administrator

979 MIDDLETON ST., P.O. DRAWER 387
ORANGEBURG, S. C. 29116-0387
PHONE 803/533-6010 FAX 803/533-6007
allan_d@hotmail.com

DEFENDANT'S EXHIBIT 6

City of Orangeburg
South Carolina

BUILDING INSPECTION

July 1, 2004

Ajoy Chakrabarti
225 Mason street
Orangeburg, SC 29118

RE: 2243 Middleton Street

Dear Mr. Charkabarti,

The City of Orangeburg appreciates your clean up efforts at 2243 Middleton Street; however someone has mixed shingles with leaves beside the street. Since the City of Orangeburg does not haul off building materials, the shingles will have to be separated out of the leaves and hauled to an approved landfill by yourself or your contractor. Your cooperation in this matter will be appreciated.

Sincerely,

D. Allan Ott
Building Official

979 MIDDLETON ST., P.O. DRAWER 387
ORANGEBURG, S. C. 29116-0387
PHONE 803/533-6010 FAX 803/533-6007
allan_o@hotmail.com

DEFENDANT'S EXHIBIT 7

City of Orangeburg
South Carolina

BUILDING INSPECTION DEVISION

August 5, 2004

Ajoy Chakrabarti
225 Mason Dr
Orangeburg, SC 29115

Dear Mr. Chakrabarti:

This letter is to recap the meeting we had on August 4, 2004. In the meeting you were given until August 9, 2004 to have the swimming pool completely and securely covered or drained. The pool is to be maintained in a sanitary condition from then on. No future warnings will be given.

The yard is to be mowed, bushes cut and debris removed by August 9, 2004. This includes the front yard, side yards and the rear yard. The entire yard needs to be maintained in a sanitary condition to keep the house from having an abandoned appearance.

You were given thirty (30) days from August 4, 2004 to have the outside completely finished. This includes but is not limited to having the gable vents installed, boxing enclosed, windows repaired, vinyl siding repaired and any painting complete.

You were also given an additional ninety (90) days to complete the inside of the house. This means that you have one hundred twenty (120) days from August 4, 2004 to have the house totally comple

Failure to comply by any

If you have any question

Sincerely,

David Epting
Building Inspector

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Ajoy Chakrabarti
225 Mason Dr
Orangeburg, S. C.
29115

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
[signature] 8-9-04

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

AUG 09 2004

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandis
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from servi - 533 - 7002 0860 0005 4065 5662

102595-02-M 1

DEFENDANT'S EXHIBIT 8

City of Orangeburg
South Carolina

BUILDING INSPECTION DEVISION

August 5, 2004

Ajoy Chakrabarti
225 Mason Dr
Orangeburg, SC 29115

Dear Mr. Chakrabarti:

This letter is to recap the meeting we had on August 4, 2004. In the meeting you were given until August 9, 2004 to have the swimming pool completely and securely covered or drained. The pool is to be maintained in a sanitary condition from then on. No future warnings will be given.

The yard is to be mowed, bushes cut and debris removed by August 9, 2004. This includes the front yard, side yards and the rear yard. The entire yard needs to be maintained in a sanitary condition to keep the house from having an abandoned appearance.

You were given thirty (30) days from August 4, 2004 to have the outside completely finished. This includes but is not limited to having the gable vents installed, boxing enclosed, windows repaired, vinyl siding repaired and any painting complete.

You were also given an additional ninety (90) days to complete the inside of the house. This means that you have one hundred twenty (120) days from August 4, 2004 to have the house totally complete.

Failure to comply by any of the deadlines will result in enforcement actions being taken.

If you have any questions, please do not hesitate to call.

Sincerely,

David Epting
Building Inspector

979 MIDDLETON ST., P.O. DRAWER 387
ORANGEBURG, S. C. 29116-0387
PHONE 803/533-6010 FAX 803/533-6007

City of Orangeburg
Uniform Ordinance Summons

No 0302

VERSUS

First Name	Middle Name	Last Name
AJay		Chakkabarti

Address: 225 Mason Dr.

Social Security Number: 427-

YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT MUNICIPAL COURT.

Orangeburg Department of Public Safety
Municipal Court
1520 Ellis Avenue Extension, NE
P. O. Box 1425
Orangeburg, SC 29116

ON Date of Trial: 9-21-04 AT Time of Trial: 8:30 (AM) PM

FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:

Ordinance Section No.	Date Issued	Bond Amount
22-6	8-10-04	$1,000 00

Description of Ordinance: Weeds and other Offensive Matter

Date of Violation	Time of Violation	Place of Violation
8-10-04		2243 Middleton ST

Name of Issuing Officer: [illegible] Title: Code Enforcement

You must settle the case hereby made against you in one of three ways.

1) You may appear in court on the assigned date and time and have a trial conducted by the trial officer.

2) You may appear in court on the assigned date and time and make a written request for a jury trial which will be scheduled at a later date and require the posting of bond (CASH, MONEY ORDER OR CERTIFIED CHECK -- NO PERSONAL CHECKS).

3) You may post bond in person or by mail with the trial officer at the address indicated above (CASH, MONEY ORDER OR CERTIFIED CHECK -- NO PERSONAL CHECKS). If mailed, enclose with bond the summons number and DO NOT MAIL CASH. If you post bond and elect not to appear in court on the assigned date and time, you will be tried in your absence and your bond will be forfeited.

FAILURE TO POST BOND OR APPEAR IN COURT IS PUNISHABLE AS A SEPARATE OFFENSE BY A FINE OF UP TO $200.00 PLUS COURT COST OR IMPRISONMENT FOR UP TO 30 DAYS.

Maximum penalty which may be imposed by court for this offense is $500.00 and/or imprisonment for 30 days.

DEFENDANT COPY

DEFENDANT'S EXHIBIT 9

25

MEMO

RE: 2243 MIDDLETON ST.

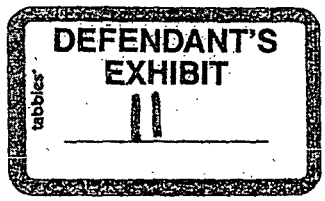
DATE: 9/9/04

Completed an inspection with Dan Cherry and David Epting to determine the status of this building before meeting with owner.

The following items were of concern:

1. Flashing around chimney
2. Roof installation of poor quality.
3. Water damage to floor joist on second floor.
4. Wire using old and new.
5. Some charred beams and joist members still in building.
6. No knee braces on rafter spans.
7. Plumbing needs to be checked.
8. All carpet should be torn up and floor Checked.
9. Used lumber use in new roof, some of utility quality.

Gene Nelson



152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING INSPECTIONS & CODE ENFORCEMENT

September 9, 2004

Mr. Ajoy Chakrabarti
225 Mason Dr.
Orangeburg, S.C. 29115

Dear Mr. Chakrabarti:

This letter will recap our meeting on this date concerning your property at 2243 Middleton St. The results of the meeting are as follows:

1. We will void your current building permit immediately.

2. It will be your responsibility to locate a licensed architect and have him evaluate the condition of the subject property. He will be required to submit a completed sealed plan of the work that needs to be accomplished to make this house safe and bring it up to building code requirements. This must be done within 30 days. Some time extension may be allowed, after a request stating the time required.

3. After a review of the plans and acceptance by the Building Official, a new permit will be issued to complete the required work.

4. In the mean time, the yard and swimming pool shall be maintained in accordance with the Orangeburg Code of Ordnances.

If you have any questions, please contact me.

Sincerely,

Elden E. (Gene) Nelson, II
Building Inspector

DEFENDANT'S EXHIBIT
tabbies
12

CITY OF ORANGEBURG, SOUTH CAROLINA

Permit #: 2005-43 **Date:** 12/07/2004 **Tax Map Number:** 0152-11-07-001.000

I hereby make application for building permit as follows:

Owner: AJOY CHAKRABRTI

Location: 2243 MIDDLETON ST. ORANGEBURG, S.C.

Owner's Address: 225 MASON DR, ORANGEBURG, S.C.

All Contractors and Sub-Contractors are Subject to be Licensed by The City of Orangeburg

Contractor MICHAEL STROMAN **License #:** 19239 **Zone:**

Architect: **Proposed Use & Occupancy:** SINGLE FAMILY

Description of Work REPAIR

Building Area Heated: Y **Exterior Wall Construction:**

Number of Stories #: 2 **Number of Fireplaces:** **Est. Date of Completion:** 6/10/05 (Expiration)

Number of Rooms:

Living Room: **Dining Room:** **Bedroom:** **Kitchen:**

Utility: **Bath:** **Patio:** **Dem:**

Type of Construction: V **Type of Heat** **Type of Fuel:** GAS

Total Estimated Cost: $30,000.00

ESTIMATED COST OF NEW CONSTRUCTION:

Residential: $0.00

Commercial: $0.00

ESTIMATED COST OF ADDITIONS:

Residential: $0.00

Commercial: $0.00

Construction: X **Demolition:** **Relocation:** **Renovation or Repair** $30,000.00

SUB-CONTRACTOR:	NAME	LIC #		NAME	LIC #
Carpenter:	ARTIS COULTER	12528	Masons:		
Dry Wall Installers:			Painters/Wallpaper Ins.:		
Electricians:	MYERS & SON	9812	Plumbers:	ABRAMS PLUMB	103001
Floor Cov. Installers:			Roofers:		
HVAC Installers:			Stucco Installers:		
Insulation Installers:			Siding Installers:		
Other:			Other:		

It is understood in issuing this permit, that said building, additions or repairs, will in every particular strictly conform to the provisions of all ordinances of the city, and to the requirements of all applicable codes.

Location Sketch Furnished

Signature of Applicant

Approved YES

City Building Official

Date: 12/07/2004 Charge: $122.00

NOTE: Void if work is not started in 60 days from this date.

DEFENDANT'S EXHIBIT 13

CITY OF ORANGEBURG, SOUTH CAROLINA

Permit #: _____ Date: 12/7/04 Tax Map Number: 0152-11-07-001.000

I hereby make application for building permit as follows:

Owner: A Say Chikaboyfhm

Location: 2243 Middleton St Orangeburg S.C. 29115

Owner's Address: _____

All Contractors and Sub-Contractors are Subject to be Licensed by The City of Orangeburg

Contractor Michael B Stevens License #: 19239 Zone: _____

Architect: _____ Proposed Use & Occupancy: _____

Description of Work: Remodding Existing House

Building Area Heated: _____ Exterior Wall Construction: _____

Number of Stories #: 2 Number of Fireplaces: 1 Est. Date of Completion: _____

Number of Rooms:

Living Room: 1 Dining Room: 1 Bedroom: 3 Kitchen: 1

Utility: 1 Bath: 3 Patio: 1 Den: 1

Type of Construction: Remodling Type of Heat Central Type of Fuel: N.G. Gas

Total Estimated Cost: ~~Remodling~~ 36,000

ESTIMATED COST OF NEW CONSTRUCTION: ESTIMATED COST OF ADDITIONS:

Residential: _____ Residential: _____

Commercial: _____ Commercial: _____

Construction: _____ Demolition: _____ Relocation: _____ Renovation or Repair _____

SUB-CONTRACTOR:	NAME	LIC #		NAME	LIC #
Carpenter:	Artis Coulter	5 [illegible]	Masons:		
Dry Wall Installers:			Painters/Wallpaper Ins.:	[illegible]	
Electricians:	[illegible]	[illegible]	Plumbers:	[illegible]	
Floor Cov. Installers:		7862	Roofers:	16304	
HVAC Installers:			Stucco Installers:		
Insulation Installers:			Siding Installers:		
Other:			Other:		

It is understood in issuing this permit, that said building, additions or repairs, will in every particular strictly conform to the provisions of all ordinances of the city, and to the requirements of all applicable codes.

Location Sketch Furnished: _____ _____

Signature of Applicant

Approved YES _____

City Building Official

Date: _____ Charge: _____

NOTE: Void if work is not started in 60 days from this date.

DEFENDANT'S EXHIBIT 14

152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING OFFICIAL & CODE ENFORCEMENT

June 6, 2005

Mr. Ajoy Chakrabarti
225 Mason Dr.
Orangeburg, S.C. 29115

CERTIFIED MAIL – 7002 3150 0001 2012 7122

RE: 2243 MIDDLETON ST.
Tax Map # 0152-11-07-001.000

Dear Mr. Chakrabarti:

Once again, it has come to the attention of this office that your lot at the above referenced location is in need of mowing and/or weed cutting. Also, the swimming pool must be cleaned and kept in a sanitary condition. You have been advised numerous times that this property must be maintained during the construction period, and you have failed to meet this obligation. The property is in violation of the City of Orangeburg, Code of Ordinances, Section 22-6 (WEEDY LOTS AND OFFENSIVE MATTER). You are hereby notified that you have seven (7) days to correct this situation. That gives you until June 13, 2005.

If you fail to correct this situation within the seven days, you will be ticketed for the violation, and summoned to appear before the Municipal Judge. The fine could be as much as $1,000 per day. After fifteen (15) days (June 21, 2005), the City of Orangeburg will do what is necessary to correct the lot, and bill you for the work completed. Failure to pay the bill within fourteen (14) days will result in the charges being added as a lien to your tax bill.

on immediately, and that
stions, or feel you have

Nelson, II

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Ajoy Chakrabarti
225 Mason Dr.
Orangeburg, S.C.
29115

2243 Middleton

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by (Printed Name) C. Date of Delivery 6-8-05

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

A. CHAKRABARTI

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number (Transfer from service label) 7002 3150 0001 2012 7122

S Form 3811, February 2004 Domestic Return Receipt - 540 - 102595-02-M-1540

DEFENDANT'S EXHIBIT 15

152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING OFFICIAL & CODE ENFORCEMENT

June 6, 2005

Mr. Ajoy Chakrabarti
225 Mason Dr.
Orangeburg, S.C. 29115

CERTIFIED MAIL – 7002 3150 0001 2012 7122

RE: 2243 MIDDLETON ST.
Tax Map # 0152-11-07-001.000

Dear Mr. Chakrabarti:

Once again, it has come to the attention of this office that your lot at the above referenced location is in need of mowing and/or weed cutting. Also, the swimming pool must be cleaned and kept in a sanitary condition. You have been advised numerous times that this property must be maintained during the construction period, and you have failed to meet this obligation. The property is in violation of the City of Orangeburg, Code of Ordinances, Section 22-6 (WEEDY LOTS AND OFFENSIVE MATTER). You are hereby notified that you have seven (7) days to correct this situation. That gives you until June 13, 2005.

If you fail to correct this situation within the seven days, you will be ticketed for the violation, and summoned to appear before the Municipal Judge. The fine could be as much as $1,000 per day. After fifteen (15) days (June 21, 2005), the City of Orangeburg will do what is necessary to correct the lot, and bill you for the work completed. Failure to pay the bill within fourteen (14) days will result in the charges being added as a lien to your tax bill.

It is requested that you be a good neighbor and take care of this situation immediately, and that you keep this situation from happing in the future. If you have any questions, or feel you have received this letter in error, please feel free to contact me.

Sincerely,

Elden E. (Gene) Nelson, II
Building Official

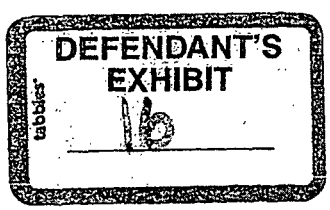
MEMO

RE: 2234 MIDDLETON ST

DATE: 6/13/05

After completing an inspection of the property and pool at the referenced address. Inspection done with Durwood Bowden, John Yow, Jimmy Walsh, Warren Harly. Having received numerous complaints from the neighbors, it was determined that the pool was a real health hazard. It was decided that the pool would be drained and a fence build around it to protect the area.

Gene Nelson



152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING OFFICIAL & CODE ENFORCEMENT

June 13, 2005

To be Hand Delivered by DPS

Ajoy & Sukla Chakrabarti
225 Mason Dr.
Orangeburg, S. C. 29115

RE: 2243 MIDDLETON ST, ORANGEBURG, S.C. 29115
TAX #0152-11-07-001.000

NOTICE OF CONDEMNATION

Dear Mr. & Mrs. Chakrabarti:

After completing an inspection of the referenced building, I find it to be unsafe, unfit for human habitation, and a public nuisance. It is in violation of the 2000 International Property Maintenance Code Section 108.1.3. Two building permits have been issued on this building, one in April 2003 and a second one on December 7, 2004. City of Orangeburg, Code of Ordinances (Section 24-14.3) states that the building permit is good for six (6) months, and this time has now expired. Since it has been over two years that you have been working on this property, and it is still not completed, no more time can be allowed. I find that you also are in violation of Section 110.1 of the Property Maintenance Code and the principal residence must now be demolished (IPMC Section 110.1). You are hereby advised that, you must obtain a building permit and **demolish** the principal dwelling referenced on or before July 13, 2005. A condemnation notice has been posted on the property, and the city has closed the premises. You are also required to replace the pool liner and provide necessary repairs to the pump filter system in order to maintain the pool in a sanitary condition.

If you fail to demolish and make the necessary replacements and repairs by July 13, 2005, you will also be ticketed for the violations, and summoned to appear before the Municipal Judge. The fine could be as much as $200 per violation, per day. If you do not resolve these matters by July 13, 2005 the City of Orangeburg will demolish the principal dwelling, remedy the violations, and bill you for the work preformed. Failure to pay the bill within thirty (30) days will result in the charges being added as a lien to your tax bill, and the city will attempt to collect the costs by all available legal resources.

Also be advised, that it shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order have been complied with.

DEFENDANT'S EXHIBIT 17

Any person directly affected by this decision shall have the right to appeal to the Construction Board of Appeals, provided that written application for appeal is filed within 20 days after the day this was served on you. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

Sincerely,

Elden E. (Gene) Nelson, II
Building Official

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

City of Orangeburg Condemnor, vs. Ajoy G. Chakrabarti and Sukla Chakrabarti Condemnees	AFFIDAVIT OF SERVICE

I, Reginald Coogan, being duly and properly sworn, do depose and state that I served the **NOTICE OF CONDEMNATION** in the above captioned action on the condemnees, **Ajoy G. Chakrabarti and Sukla Chakrabarti** at the address provided, **225 Mason Drive, Orangeburg, SC** on June ~~14~~ 15, 2005.

RC

Reginald Coogan

SWORN to before me this 17th day of June, 2005.

Brenda D. Ballard

Notary Public for South Carolina
My Commission Expires: 6/23/09

C:\My Documents\Affidavit\Service.City.wpd

DEFENDANT'S EXHIBIT 19

152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING OFFICIAL & CODE ENFORCEMENT

August 1, 2005

Ajoy Chakrabarti
225 Mason Dr.
Orangeburg, S. C. 29115

PERSONAL SERVICE

RE: 2243 MIDDLETON ST, ORANGEBURG, S.C. 29115
TAX #0152-11-07-001.000

Dear Mr. Chakrabarti:

You have failed to comply with the Notice of Condemnation dated June 13, 2005 and served on you June 15, 2005.

The City of Orangeburg will begin the demolition of the principal residence on August 5, 2005 As a result of the demolition of the principal residence and your failure to replace the pool liner and make necessary repairs to the pool pump filter system, the pool and its surrounding structures are unsafe as is and will constitute a hazard to the health and safety of the public Therefore, this unsafe condition and hazard will also be remedied by the removal of the pool and its surrounding structures.

You will be billed $12,025.00, plus land fill fees, for the work. If you fail to pay the bill within thirty (30) days this amount will be added as a lien to your tax bill.

Sincerely,

Elden E. (Gene) Nelson, II
Building Official

DEFENDANT'S EXHIBIT 21

152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING OFFICIAL & CODE ENFORCEMENT

August 1, 2005

Sukla Chakrabarti
225 Mason Dr.
Orangeburg, S. C. 29115

PERSONAL SERVICE

RE: 2243 MIDDLETON ST, ORANGEBURG, S.C. 29115
TAX #0152-11-07-001.000

Dear Mr. Chakrabarti:

You have failed to comply with the Notice of Condemnation dated June 13, 2005 and served on you June 15, 2005.

The City of Orangeburg will begin the demolition of the principal residence on August 5, 2005. As a result of the demolition of the principal residence and your failure to replace the pool liner and make necessary repairs to the pool pump filter system, the pool and its surrounding structures are unsafe as is and will constitute a hazard to the health and safety of the public. Therefore, this unsafe condition and hazard will also be remedied by the removal of the pool and its surrounding structures.

You will be billed $12,025.00, plus land fill fees, for the work. If you fail to pay the bill within thirty (30) days this amount will be added as a lien to your tax bill.

Sincerely,

Elden E. (Gene) Nelson, II
Building Official

DEFENDANT'S EXHIBIT
28

152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING OFFICIAL & CODE ENFORCEMENT

August 1, 2005

Ajoy & Sukla Chakrabarti
225 Mason Dr.
Orangeburg, S. C. 29115

CERTIFIED MAIL: 7002 3150 0001 2012 6248

RE: 2243 MIDDLETON ST, ORANGEBURG, S.C. 29115
TAX #0152-11-07-001.000

Dear Mr. & Mrs. Chakrabarti:

You have failed to comply with my letter dated June 13, 2005 and delivered to you on June 15, 2005. You have; therefore, been ticketed for violation of the 2000 International Property Maintenance Code Section 108 the original of ticket #0142 in the amount $200 is enclosed. The court date will be September 13, 2005 at the Law Complex on Ellis Ave. Judge Houser will be the presiding judge. You many appear in court that date to answer the charge, or you may pay the fine anytime before the court date. Failure to appear will mean that you will be found guilty of the charge.

The City of Orangeburg will begin the demolition of the building and the swimming pool on August 4, 2005. You will be billed $12,025.00, plus land fill fees, for the work. If you fail to pay the bill within thirty (30) days this amount will be added as a lien to your tax bill.

Sincerely,

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

Ajoy & Sukla Chakrabarti
225 Mason Dr.
Orangeburg, SC
29115

2243 Middleton

Article Number (Transfer from service label) 7002 3150 0001 2012 6248

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Sukla Chakrabarti ☐ Agent ☑ Addressee

B. Received by (Printed Name) Sukla Chakrabarti C. Date of Delivery 8-2-05

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

DEFENDANT'S EXHIBIT 23

152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING OFFICIAL & CODE ENFORCEMENT

August 1, 2005

Ajoy & Sukla Chakrabarti
225 Mason Dr.
Orangeburg, S. C. 29115

CERTIFIED MAIL: 7002 3150 0001 2012 6248

RE: 2243 MIDDLETON ST, ORANGEBURG, S.C. 29115
TAX #0152-11-07-001.000

Dear Mr. & Mrs. Chakrabarti:

You have failed to comply with my letter dated June 13, 2005 and delivered to you on June 15, 2005. You have; therefore, been ticketed for violation of the 2000 International Property Maintenance Code Section 108 the original of ticket #0142 in the amount $200 is enclosed. The court date will be September 13, 2005 at the Law Complex on Ellis Ave. Judge Houser will be the presiding judge. You many appear in court that date to answer the charge, or you may pay the fine anytime before the court date. Failure to appear will mean that you will be found guilty of the charge.

The City of Orangeburg will begin the demolition of the building and the swimming pool on August 4, 2005. You will be billed $12,025.00, plus land fill fees, for the work. If you fail to pay the bill within thirty (30) days this amount will be added as a lien to your tax bill.

Sincerely,

Elden E. (Gene) Nelson, II
Building Official

City of Orangeburg
Uniform Ordinance Summons

№ 0142

VERSUS

First Name	Middle Name	Last Name
Ajoy		Chakrabarti

Address: 225 Mason, Orangeburg, SC. 29115

Social Security Number: 417-72-3673

YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL JUDGE AT MUNICIPAL COURT.

Orangeburg Department of Public Safety
Municipal Court
1520 Ellis Avenue Extension, NE
P. O. Box 1425
Orangeburg, SC 29116

ON Date of Trial: 9-13-05 AT Time of Trial: 8:30 (AM) PM

FOR TRIAL FOR VIOLATION OF CITY ORDINANCE:

Ordinance Section No.	Date Issued	Bond Amount
105 IPMC	8-1-05	$ 200.00

Description of Ordinance: Unsafe, Unfit Building.

Date of Violation	Time of Violation	Place of Violation
8-1-05	8:00 Am	2243 Middleton, Obg.

Name of Issuing Officer	Title
E. Nelson	Code Enforcement

You must settle the case hereby made against you in one of three ways.

1) You may appear in court on the assigned date and time and have a trial conducted l the trial officer.

2) You may appear in court on the assigned date and time and make a written request f a jury trial which will be scheduled at a later date and require the posting of bor (CASH, MONEY ORDER OR CERTIFIED CHECK -- NO PERSONAL CHECKS).

3) You may post bond in person or by mail with the trial officer at the address indicat above (CASH, MONEY ORDER OR CERTIFIED CHECK -- NO PERSONA CHECKS). If mailed, enclose with bond the summons number and DO NOT MA CASH If you post bond and elect not to appear in court on the assigned date a time, you will be tried in your absence and your bond will be forfeited.

FAILURE TO POST BOND OR APPEAR IN COURT IS PUNISHABLE AS A SEPARA OFFENSE BY A FINE OF UP TO $200.00 PLUS COURT COST OR IMPRISONMEI FOR UP TO 30 DAYS.

Maximum penalty which may be imposed by court for this offense is $500.00 and/ Imprisonment for 30 days.

DEFENDANT COPY

DEFENDANT'S EXHIBIT 24

STATE OF SOUTH CAROLINA

COUNTY ORANGEBURG

City of Orangeburg	)	
	)	
Condemnor,	)	
	)	**AFFIDAVIT OF SERVICE**
vs.	)	
	)	
Ajoy G. Chakrabarti and Sukla Chakrabarti	)	
	)	
Condemnees	)	
	)	

I, Jeff w Mitchum, being duly and properly sworn, do depose and state that I served a copy of the attached letters in the above captioned action on the condemnees, **Ajoy G. Chakrabarti and Sukla Chakrabarti** at the address provided, 225 Mason Drive, Orangeburg, S.C. on August 19, 2005.

Jeff w Mitchum

SWORN to before me this 19th
Day of August, 2005.

Notary Public for South Carolina
My Commission Expires: 6/23/09

DEFENDANT'S EXHIBIT 25

COPY

Louella Cleckley
803-536-3738

Maurice H. Cleckley
803-536-3738

VENDOR # 2524

GENERAL LEDGER # 010-80-8000-480 C.P. 033

DESCRIPTION Demo. work at 2243 Middleton St.

C. P. Construction Inc.
572 Shadow Lawn Dr.
Orangeburg, SC 29115

Date Sept. 1, 05

APPROVED SIGNATURE

Lot and Land Clearing

1. Demolish and remove all building materials and trash associated with two story building at this location, leave smooth level condition for mowing. $9200.00

2. Remove the vinyl lining swimming pool and fill in with dirt. $1850.00

3. Remover of decking from the back $975.00

Address: 2243 Middleton St.
Orangeburg, S.C 29115
Tax # - 0152-11-07-001.000

Permission from land owners to do this job

Name City of Orangeburg

Address 979 Middleton St.
Orangeburg, S.C

Phone Number 533 6010

Thank You

All jobs require 1/2 down deposit
Balance due when job is completed

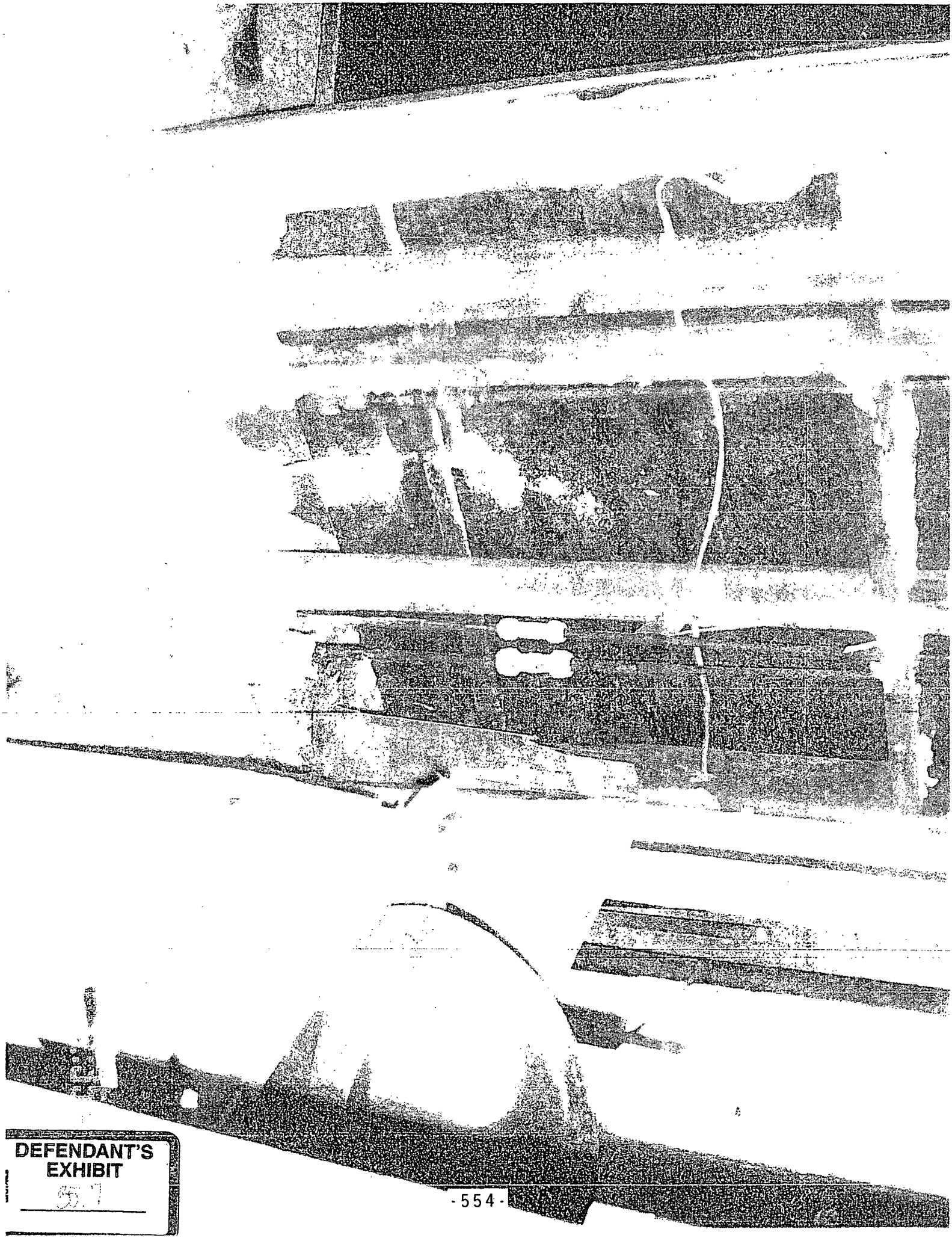
Total $12,025.00

DEFENDANT'S EXHIBIT 20

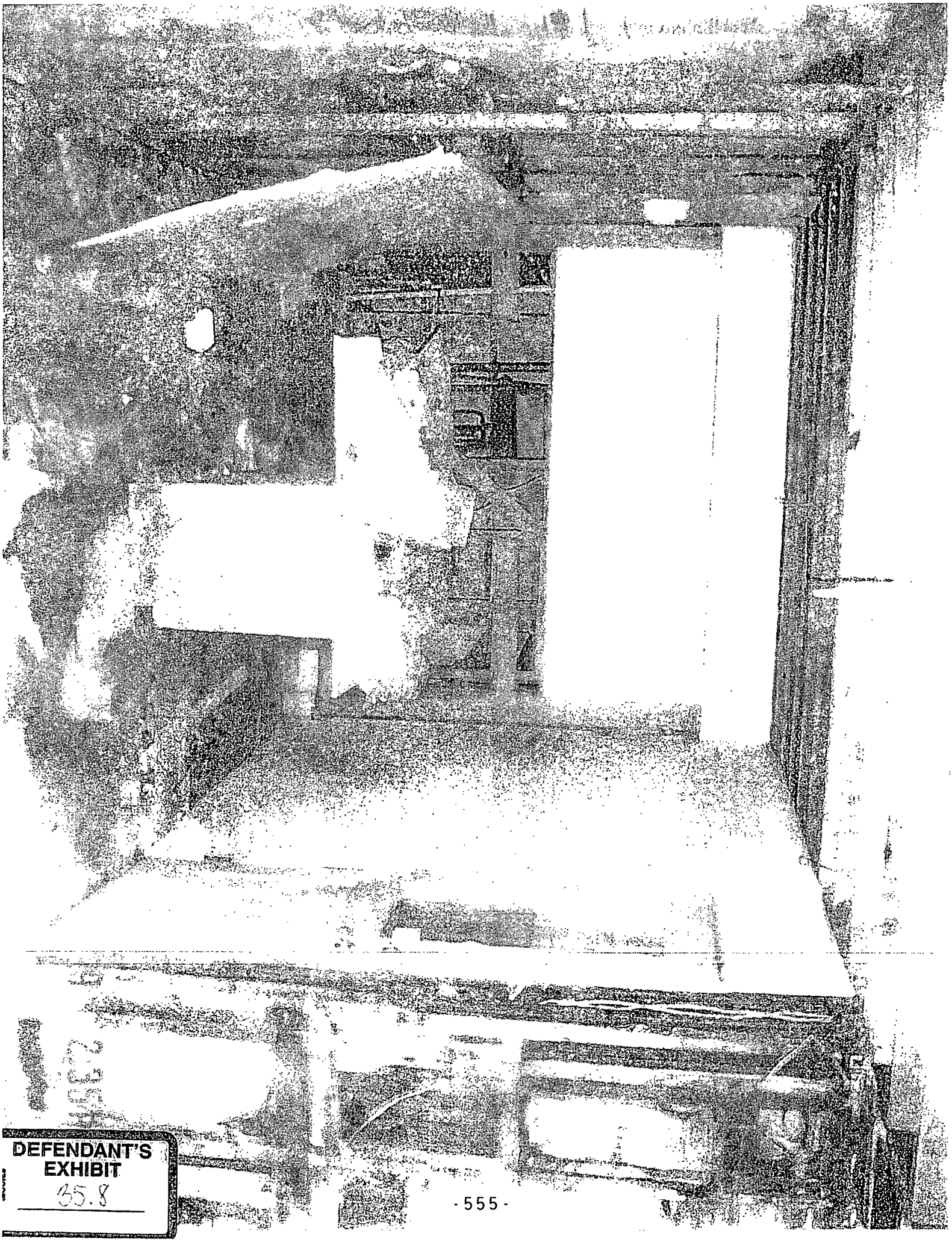
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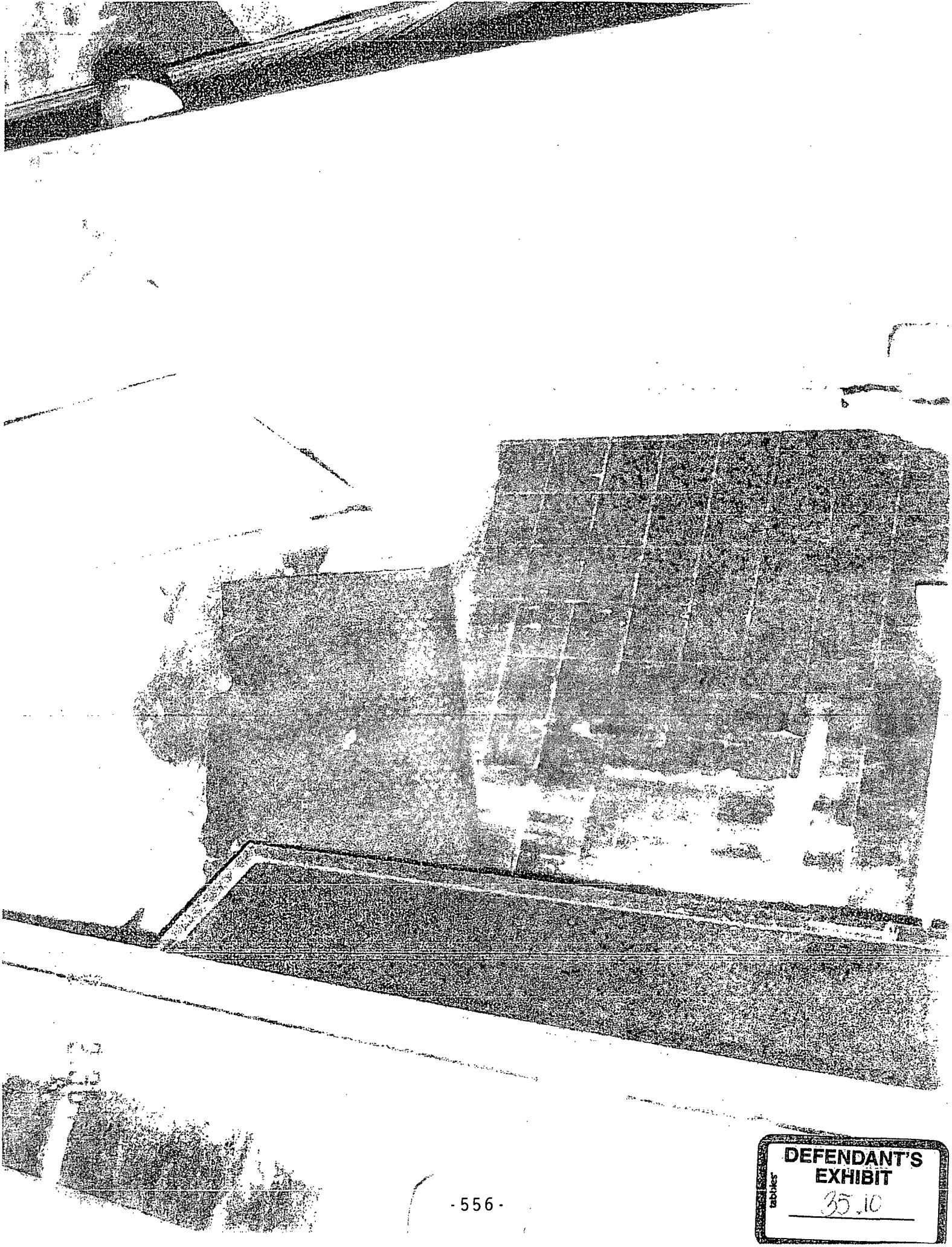
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DEFENDANT'S EXHIBIT



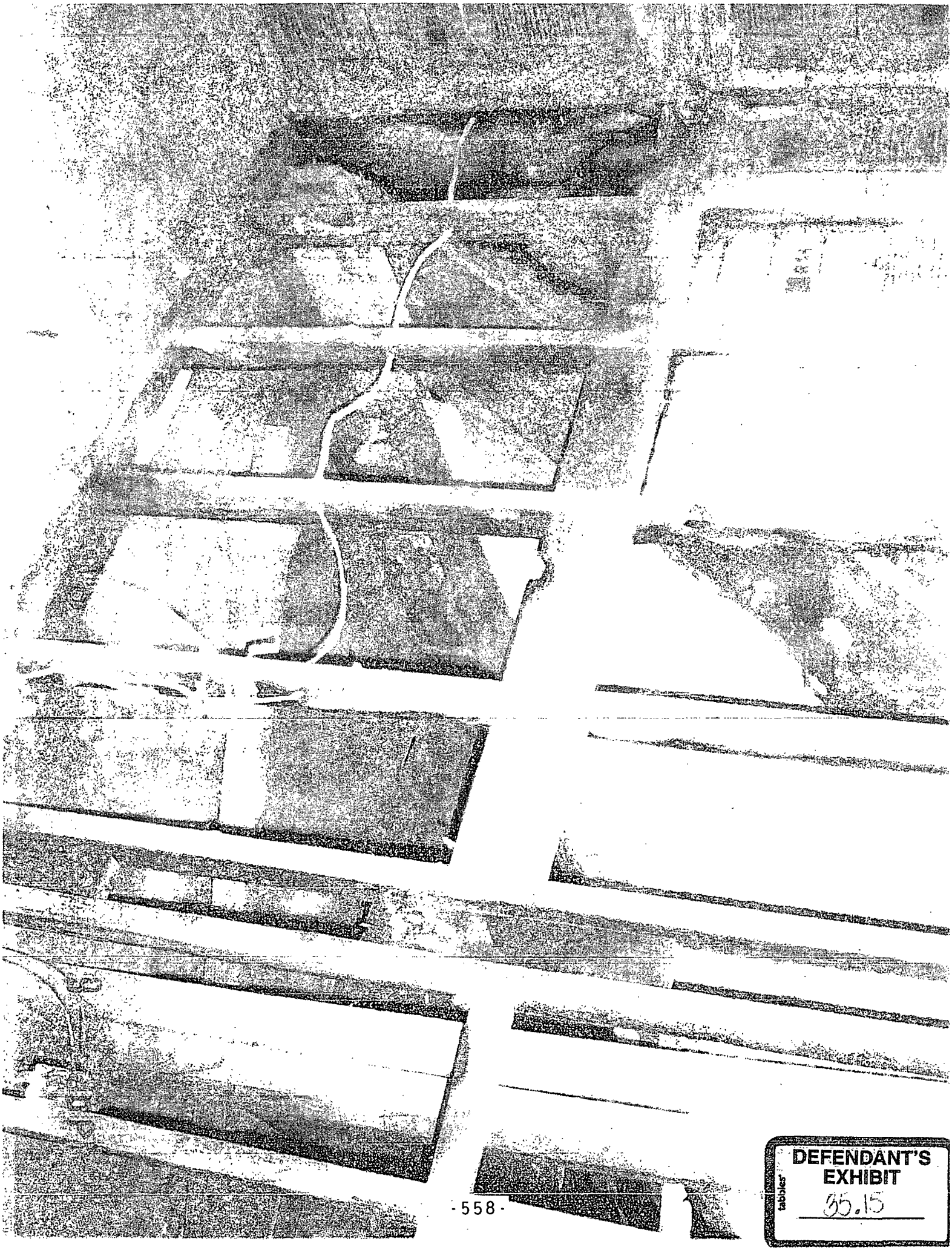
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DEFENDANT'S EXHIBIT
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DEFENDANT'S EXHIBIT
35.12



DEFENDANT'S EXHIBIT
35.15

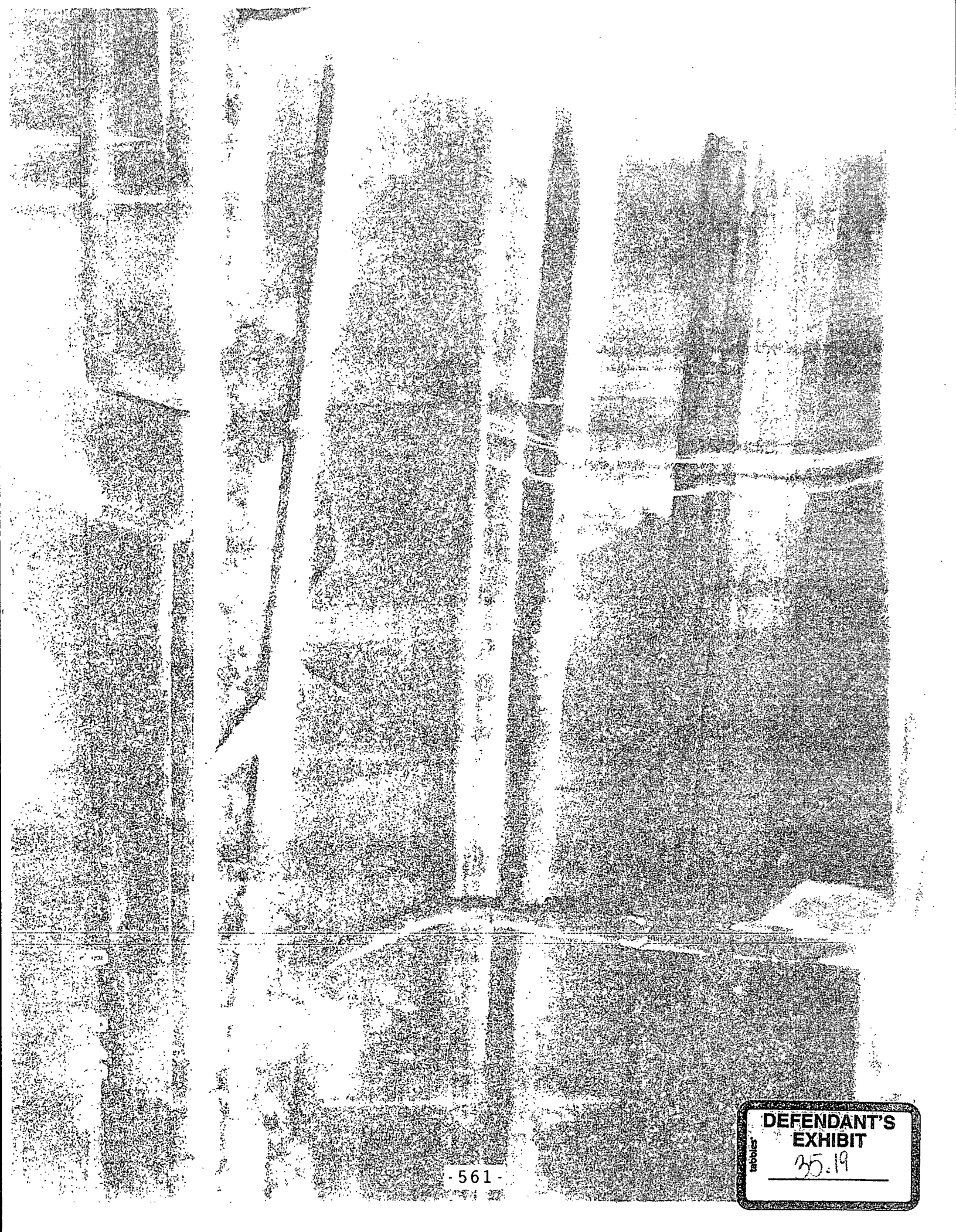


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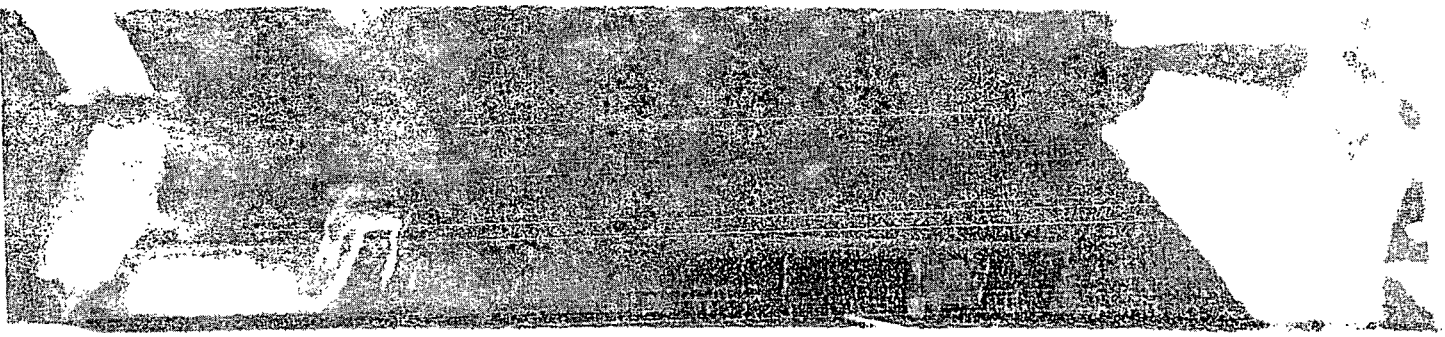


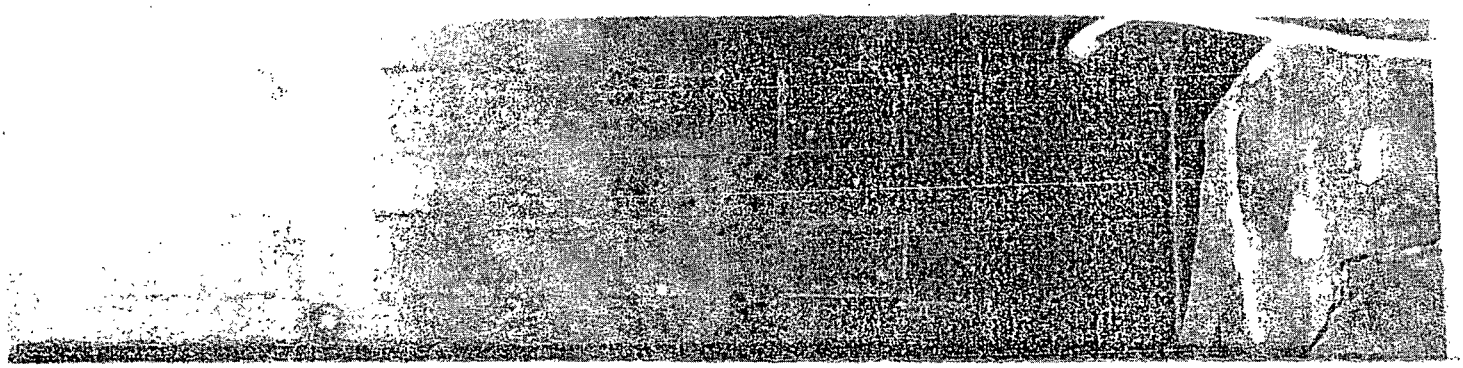
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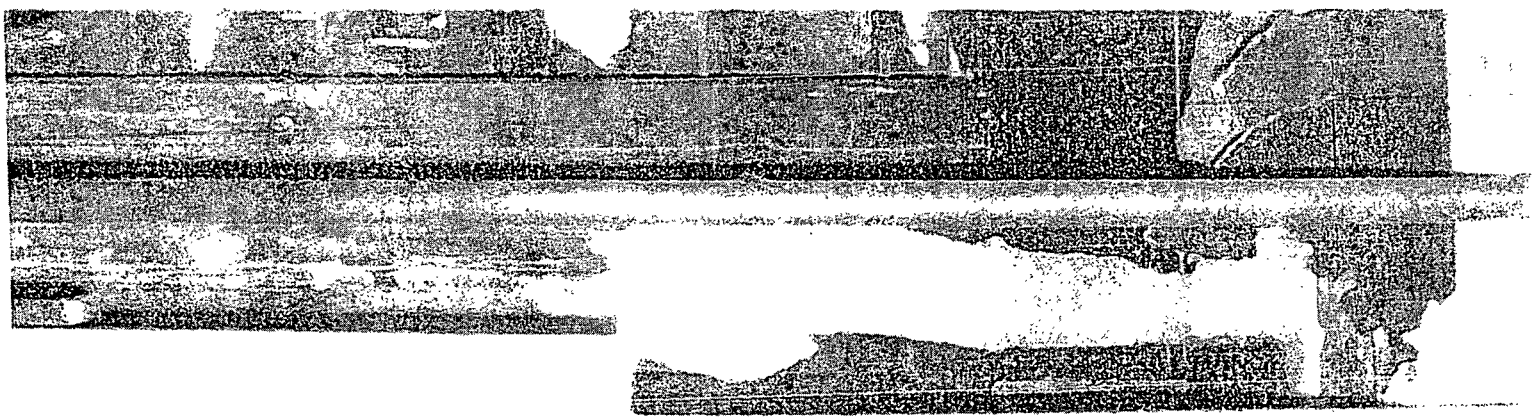
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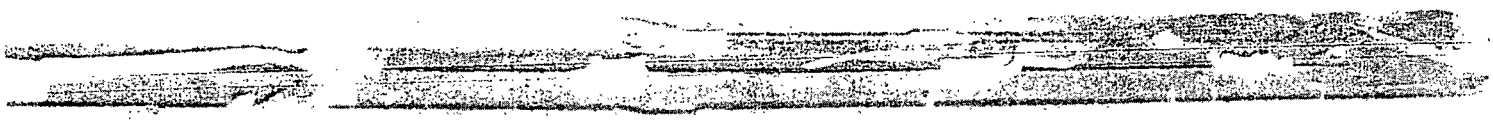


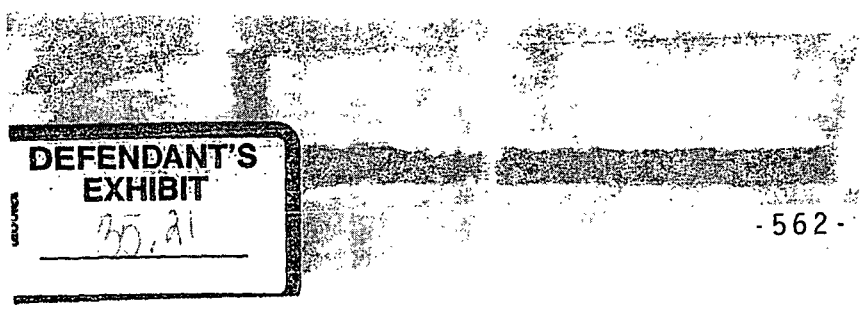
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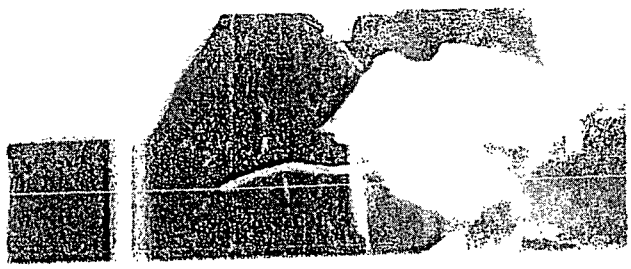


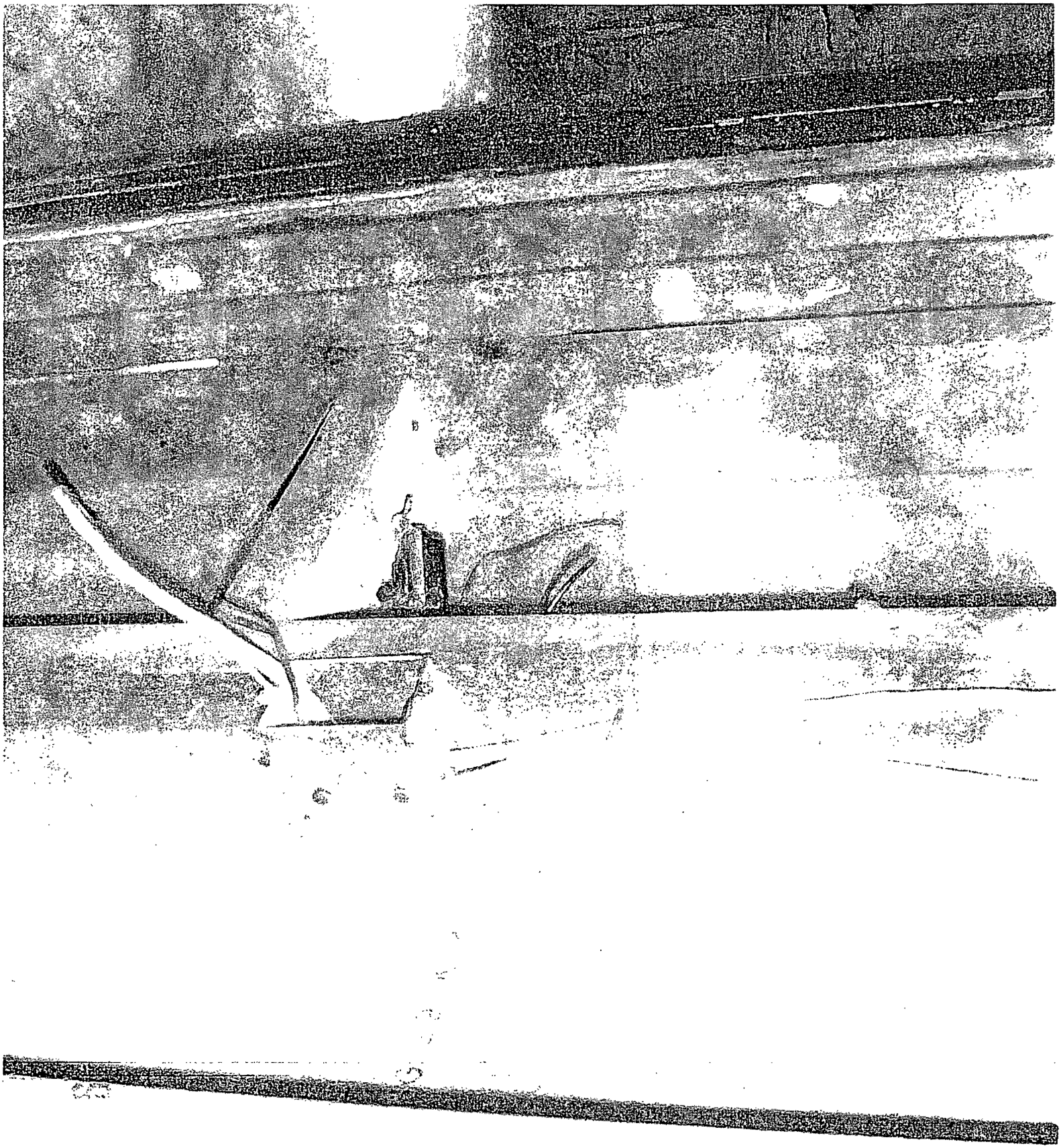




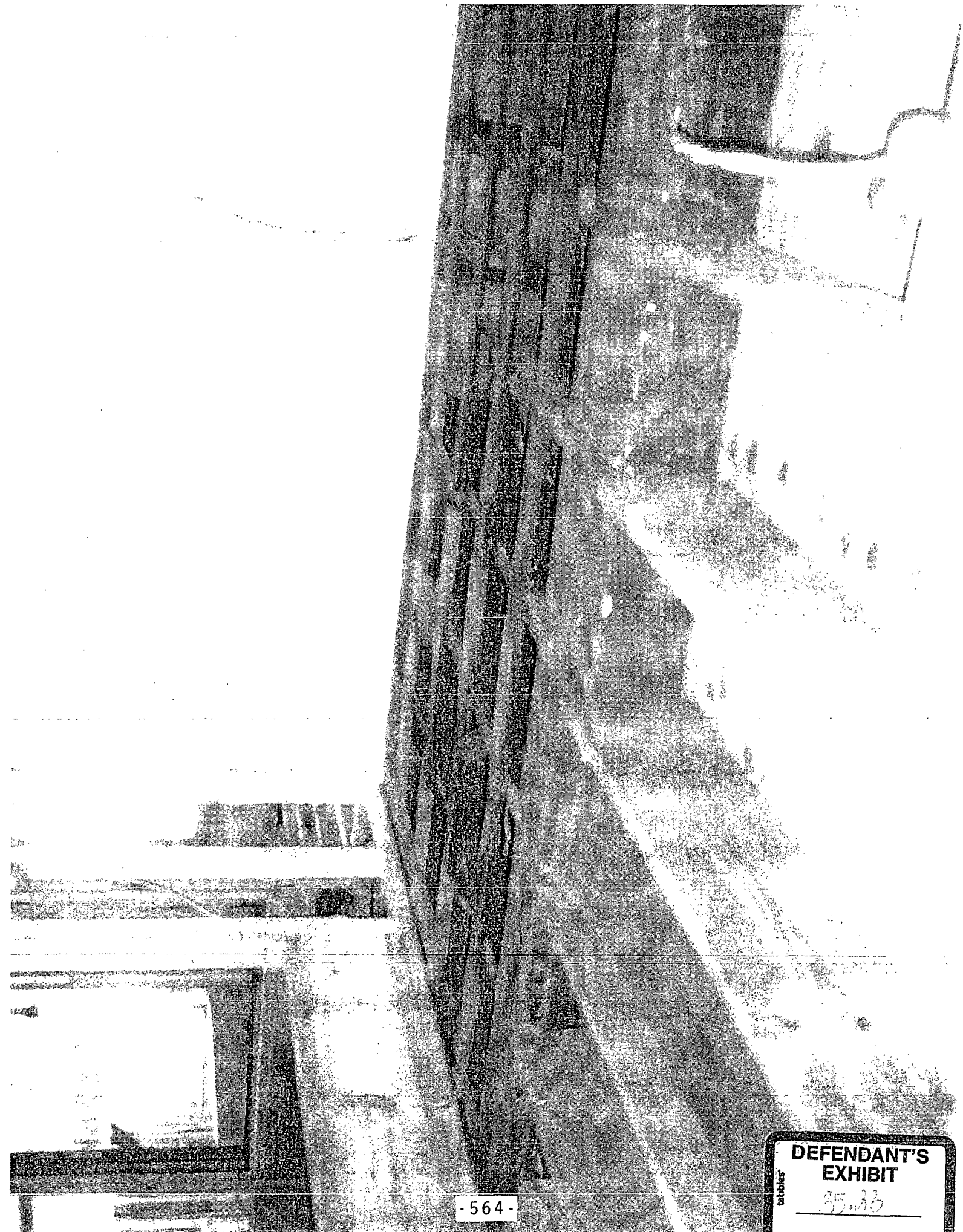


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DEFENDANT'S
EXHIBIT
35.33



DEFENDANT'S EXHIBIT
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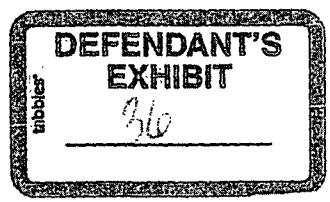


DEFENDANT'S
EXHIBIT
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APPRAISAL REPORT

PREPARED FOR

CITY OF ORANGEBURG



Henson Appraisal Services

SPECIALIZING IN RURAL & COMMERCIAL APPRAISAL
FARM – RESIDENTIAL – COMMERCIAL
P.O. Box 1914 – 1169 Church Street
ORANGEBURG, S.C. 29116-1914 – Phone: 531-4705

September 27, 2011

Harvey and Kulmala
Attorneys at Law
110 Main Street
P. O. Box 705
Barnwell, South Carolina 29812

Attention. Mr. Pete Kulmala

Dear Mr. Kulmala:

Pursuant to your telephone request, I have visited a parcel of real estate located adjacent to Middleton Street within the city of Orangeburg, Orangeburg County, South Carolina, for the purpose of rendering a retrospective value as of the effective date of appraisal in an "As Is" condition. Said real estate is identified in the Register of Deeds office for Orangeburg County, South Carolina, in Deed Book 971 at Page 129 and in Plat Book 69-S at Page 271. As of the effective date of appraisal, title was in the name of Ajoy G. Chakrabarti and Sukla Charkrabarti. Deed Book 1247 at Page 240 revealed that the City of Orangeburg obtained title as of January 17, 2008, with deed recording on Janaury 24, 2008.

I render a value opinion for the subject proeprty in an "As Is" condition as of June 13, 2005, to be:

FORTY FIVE THOUSAND DOLLARS

($45,000)

Said rendered value opinion assumes Fee Simple Title ownership and that no environmental hazards existed as of June 13, 2005. The appraiser is not an environmental expert, has not performed an environmental assessment of the real estate herein appraised and is not qualified to perform such assessments. At no time during the appraisal process was the appraiser provided with an environmental assessment by a qualified expert and the appraiser has no knowledge that an environmental assessment has ever been performed on the real estate herein appraised. Should an environmental assessment be performed by a qualified epxert and hazards found, rendered value opinion as herein presented would become null and void. The rendered value opinion herein provided represents a retrospective value as of June 13, 2005, and includes land, existing building and site improvements. No value opinions are expressed or implied for any personal property, chattels, equipment, furniture, fixtures or inventories of any kind.

Highest and best use for the site was concluded to be for single family residential use based on past use, restrictive covenants and zoning ordinances. Adequate public road access is available for ingress-egress purposes. Public water, electricity and sewer are also available to the site. A burned residence on the site was uninhabitable as of the effective date of appraisal and was later removed.

The appraiser is a South Carolina State Certified General Real Estate Appraiser who as of the writing of this report is current with all state mandated continuing education requirements. This appraiser is solely responsible for the contents of this report which is to be considered a summary appraisal report submitted in a narrative format. The report is written to guidelines established by the Uniform Standards of Professional Appraisal Practice (USPAP). In rendering value opinion, the appraiser considered only the Cost Approach valuation method as a residence was destroyed/heavily damaged by fire.

The following report sets forth the assumptions, data, limiting conditions and analysis forming the basis of my conclusions.

Respectfully submitted,



Chuck A. Henson
South Carolina State Certified
General Real Estate Appraiser CG 480

CERTIFICATE OF APPRAISAL

The undersigned hereby certifies that:

I. The statements of fact contained in this report are true and correct.

II. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased professional analysis, opinions and conclusions.

III. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

IV. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

V. My reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

VI. I have made a personal inspection of the property that is the subject of this report.

VII. No one provided significant professional assistance to the person signing this report.

VIII. The appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.

IX. This report was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

X. The findings reported herein will not be revealed to anyone other than the named recipient without permission or until required to do so by due process of law.

XI. I currently hold an appropriate state certification allowing the performance of real estate appraisals in connection with federally related transactions in the state in which the subject property is located.

The effective date of this appraisal is June 13, 2005.

After having considered all the relevant factors, it is my opinion that the market value of the subject property is:

FORTY FIVE THOUSAND DOLLARS

($45,000)

Respectfully submitted.

Chuck A. Henson, Appraiser
South Carolina State Certified
General Real Estate Appraiser CG 480

1-A

STATEMENT OF LIMITING CONDITIONS

1. No responsibility is assumed for matters which are of a legal nature. Fee Simple title is assumed to rest in the named owner unless otherwise stated. No appraisal warranty of title is expressed or implied.

2. Any liens or encumbrances which may exist have been disregarded and the value estimated is that of the value of the unencumbered fee title unless otherwise stated.

3. The legal description furnished the appraiser is assumed to be correct unless otherwise stated.

4. Drawings and maps in this report are to aid in visualizing the property. The appraiser has not made a survey of the property, nor determined the exact acreage involved and assumes no responsibility for such matters.

5. Use of the appraisal is reserved to the named recipient and use of it or any portions excerpted from the complete report is prohibited without written consent of the appraiser.

6. To the best of my knowledge and belief, the information contained in this report is accurate. No responsibility is assumed for data based on the contents of this report.

7. ENVIRONMENTAL DISCLAIMER: The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

AUTHORIZATION

Authorization was at the verbal telephone request of Mr. Pete Kulmala, attorney for the City of Orangeburg.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal assignment is to render a value opinion of a parcel of real estate with improvements tht had been damaged by fire. To be rendered value opinion is to be in "As Is" condition as of the effective date of appraisal. The to be rendered value opinion will be based upon the typically accepted definition of market value.

MARKET VALUE DEFINED

Market value as defined by the Office of the Comptroller of the Currency is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;

(2) Both parties are well informed or well advised and acting in what they consider their own best interests;

(3) A reasonable time is allowed for exposure in the open market;

(4) Payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and

(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

PROPERTY RIGHTS APPRAISED

The property rights appraised consist of Fee Simple Title ownership assuming no indebtedness against the property which cannot be satisfied without penalty. Fee Simple is the greatest possible

estate in real property but is subject to the limitations of eminent domain, escheat,police power and taxation. The property has no known adverse easements affecting value.

As of the effective date of appraisal, the appraiser assumes road right-of-way and available public utilities were adequate for ingress-egress purposes and providing basic and typical services for electricity, natural gas, water and sewer. It is further assumed that no lease encumbrances existed. Mortgage indebtedness, if any existed, was disregarded for purposes of this appraisal assignment.

As of the effective date of appraisal, the subject residence had suffered from fire damage and was assumed to be uninhabitable.

THE SCOPE OF THE APPRAISAL

In order to render an opinion of market value of any parcel of real estate, it is necessary for the appraiser to inspect the subject property, measure and consider improvements in the form of buildings and site improvements. Market data is then gathered, inspected, reviewed and analyzed.

When inspecting a property to render an opinion of its market value, the appraiser is concerned with numerous factors. Among these are the size of the site, its location features, topographical features and accessibility. Improvements are considered in terms of their size, condition and utility.

Zoning plays an important factor in rendering an opinion as to market value. The appraiser reviews neighborhood zoning to determine if the subject property being appraised is in compliance with existing zoning ordinances. Highest and best use of the subject property is a factor and the appraiser considers the subject site as if vacant and subject to improvement.

After gathering, inspecting, reviewing, and analyzing data, the appraiser employs widely accepted valuation methods such as the Cost Approach, Direct Sales Comparison Approach, and Income Approach to render an opinion of a market value for the subject property. Once these valuation methods are considered, the appraiser will correlate the methods that he has utilized and arrive at a final value opinion based on the method which provides the most factual or convincing data. An appraiser may utilize all or some of the valuation methods in any given appraisal assignment depending upon the type of property being appraised or the availability of data.

For purposes of this appraisal assignment, the appraiser will consider the Cost Approach method of valuation due to the damaged condition of the subject residence as of the effective date of appraisal. Improved sales transactions, typically utilized to complete the Direct Sales Comparison Approach, may be presented to add support to Cost Approach analysis for individual subject property components. The to be rendered value opinion will represent an "As Is" condition value as of the effective date of appraisal. An Income Approach will not be considered as the residence was not habitable as of the effective date of appraisal.

Because the effective date of appraisal was in the past and occurred prior to visitation to the site by the appraiser, to be rendered value opinion will be a retrospective value.

In rendering value opinion, the appraiser will only consider vacant site sales and improved sales transactions within the greater Orangeburg County, South Carolina, marketing area. The appraisal report will be submitted in a narrative format and will be a summary appraisal report. A summary report "summerizes" or briefly explains factors affecting value. The appraiser will attempt to provide sufficient explanation to allow the report reader to follow the appraiser's analysis and conclusions in rendering a value opinion for the appraised real estate in an "As Is" condition.

Extra-Ordinary Assumptions:

Extra-ordinary assumptions are presumed to be fact. For purposes of this appraisal assignment, extra-ordinary assumptions are applicable. The appraiser assumed the following:

- That all information taken from public records is correct. This includes information about the legal description, zoning Tax Assessor's records and any other applicable public information about the subject property
- That information supplied to the appraiser from the attorney, client or agents for the client is correct. This includes, but is not limited to, supplied photographs, building permit applications, a DVD disc showing residence condition after a fire and letters.
- The appraiser assumes that actions taken by the client were legal and in accordance with any applicable laws or regulations.
- That the residence fire damage was so extensive as to make the building uninhabitable as of the effective date of appraisal.

EFFECTIVE DATE OF APPRAISAL

The effective date of appraisal is June 13, 2005. This is the date of a Notice of Condemnation to Ajoy and Sukla Chakrabarti from Elden E. (Gene) Nelson II, Building Official. The actual visit to the site by the appraiser, Chuck A. Henson, and his assistant, Robert E. Ketcherside was made on September 9, 2011, at which time

the site was walked, photographs taken and improvements were measured.

It can be stated that the appraiser had visited the property to perform an appraisal as of September 15, 1995, when owned by James B. Terry Jr. and Susan D. Terry.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property is identified in the Register of Deeds office records for Orangeburg County, South Carolina, in Deed Book 971 at Page 129 and in Plat Book 69-S at Page 279. Copies of this deed and plat are included within the Addenda section of this appraisal report. In the appraiser's opinion, this provides adequate identification of the subject property.

Further identification is found in the Orangeburg County, South Carolina, Tax Assessor's office as Tax Map Number 0152-11-07-001. The site is physically located adjacent to Middleton Street within the incorporated city limits of Orangeburg, Orangeburg County, South Carolina, at the following street address: 2243 Middleton Street Northeast, Orangeburg, South Carolina 29115.

OWNERSHIP HISTORY OF THE SUBJECT PROPERTY

Deed Book 304 at Page 129 revealed that Andrew Berry sold the subject site to Lucius P. Varn for Six Thousand Dollars ($6000) on March 25, 1968. This deed had restrictions that allowed only residential use, established setback lines for buildings, stated that no residence costing less than Twenty Thousand Dollars ($20,000) could be constructed on the site and no nuisance activities were allowed. A copy of this deed is included within the Addenda section to provide applicable restrictions shown in the deed.

Deed Book 486 at Page 241 shows a deed dated and recorded on June 6, 1983, whereby Lucius P. Varn conveyed the property to Emilie R. Cox for One Hundred Twenty Two Thousand Five Hundred Dollars ($122,500).

Deed Book 558 at Page 1187 revealed that Emilie R. Cox conveyed the subject property to James B. Terry Jr. and Susan D. Terry for One Hundred Eighty Five Thousand Dollars ($185,000) on May 30, 1990. This deed was recorded on May 30, 1990.

Deed Book 625 at Page 629 dated January 26, 1996, and recorded January 31, 1996, showed that James B. Terry Jr. and Susan D. Terry conveyed the property to Joe F. Singleton and Evelyn Singleton for One Hundred Seventy Thousand Nine Hundred Dollars ($170,900).

Deed Book 971 at Page 129 showed that Joe F. Singleton and Evelyn Singleton conveyed the property to Ajoy G. Chakrabarti and Sukla Charkrabarti for Thirty Five Thousand Dollars ($35,000) on February 12, 2003, with recording of the deed being on February 13, 2003. This sale was after a fire that destroyed or substantially damaged the existing residence.

Deed Book 1247 at Page 240 revealed that the City of Orangeburg obtained title from Ajoy & Sukla Charkrabarti as a result of delinquent taxes. A copy of this deed is also included within the Addenda section of this appraisal report. This deed is dated January 17, 2008, and was recorded January 24, 2008. This deed had a date of January 17, 2007, in one place and January 18, 2008, in another.

The appraiser cannot certify title. An attorney should research courthouse records for a more thorough examination of title ownership. This ownership history by the appraiser is only to aide the report reader in understanding a brief ownership history.

UTILIZATION OF THE SUBJECT PROPERTY

Prior to a fire on August 18, 2002, the subject proeprty was utilized as a single family residence. After the fire, it appeared from information supplied to the appraiser by attorney Pete Kulmala that renovations were attempted to the structure but were never completed. The residence was demolished and an inground pool was filled in with dirt.

Currently on the site are what appear to have been a pool house and a detached frame garage or storage shed. There is currently no residence.

ZONING

The subject property is within the incorporated city limits of Orangeburg, South Carolina, and is zoned A-1 Residential Single Unit District. This allows use for single family residential

purposes only. Deed Book 304 at Page 129 further lists convenants, conditions and restrictions limiting site utilization to residential use.

TAXATION

The subject property was affected by both city and county real estate taxation. A tax history is included within the Addenda section of this appraisal report. Taxes were lowered after the 2002 fire. Once acquired by the City of Orangeburg the site obtained a tax-exempt status.

DESCRIPTION OF THE SUBJECT PROPERTY

Basically rectangular in shape, the subject site contains 23,072.99 square feet of area according to a recorded plat. Access is provided by Middleton Street which forms one (1) boundary line for 147.75 feet. Additional access by what appears to be an asphalt street or private drive is along another boundary for 170.38 feet. Public road access is more than adequate for ingress-egress purposes. An on-site concrete driveway provides access into the subject property from Middleton Street.

The subject site appears to be sufficient in terms of size and shape to be utilized as a single family residential site and this has been the past utilization of the property. The site appears to have well drained soils capable of supporting building foundation. It has established lawn grasses, gently sloping topography and has some pine trees, gums, oak and other hardwoods. There was also some minor landscaping shrubs. At the rear portion of the site near the poolhouse/bathhouse structure were old fallen tree limbs, debris and some undergrowth. Being located within the city limits of Orangeburg, South Carolina, the site had adequate available public supplied electricity, natural gas, sewer and water. Pole mounted street lights were along Middleton Street. There did no appear to be any visible evidence of erosion, flooding, adverse easements nor encroachments.

Near the rear of the site was a frame building utilized as a poolhouse or bathhouse structure. It had wood frame exterior walls, concrete block underpinning, two (2) double hung wood casement windows and one (1) window cooling unit. Viewing of the crawl space area revealed concrete block pier supports and wood floor joists. The ground under the structure was dry, there was no visible evidence of insect infestation and flooring was not insulated. Attached to one (1) end of this building was a covered wood deck area and an uncovered wood deck. There was a small wood stoop on the other end of the building.

Near the poolhouse was a small detached storage shed. Rectangular in shape this structure had a concrete slab foundation, wood frame walls and a composition shingle roof. It contained 196 square feet of area. On the other side of the poolhouse there had been an inground pool. As of the effective date of appraisal, this pool needed a new liner but could have been repaired and utilized. As of the date of the appraisal visit, September 9, 2011, the pool had been covered up adn no longer existed.

There had been a modern single family residence on the site that was burned prior to the June 13, 2005, effective date of appraisal. As of September 9, 2011, this residence no longer existed and had been removed from the site.

Site improvements included approximately 2742 square feet of concrete paving, 133 linear feet of wood privacy fencing, minor landscaping shrubbery and an inground swimming pool. The appraiser also considered wood deck areas to be site improvements.

PHOTOGRAPHS OF THE SUBJECT PROPERTY



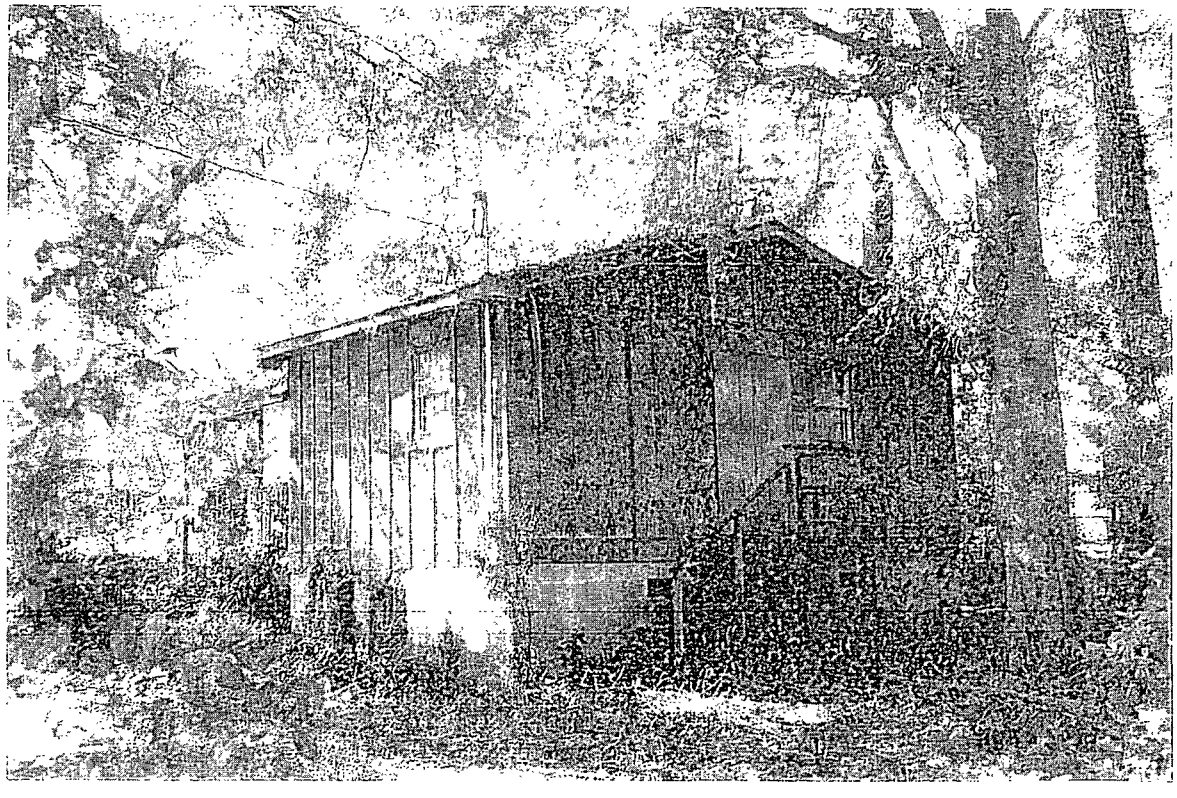
ACCESS ALONG MIDDLETON STREET FACING TOWARDS BROUGHTON STREET



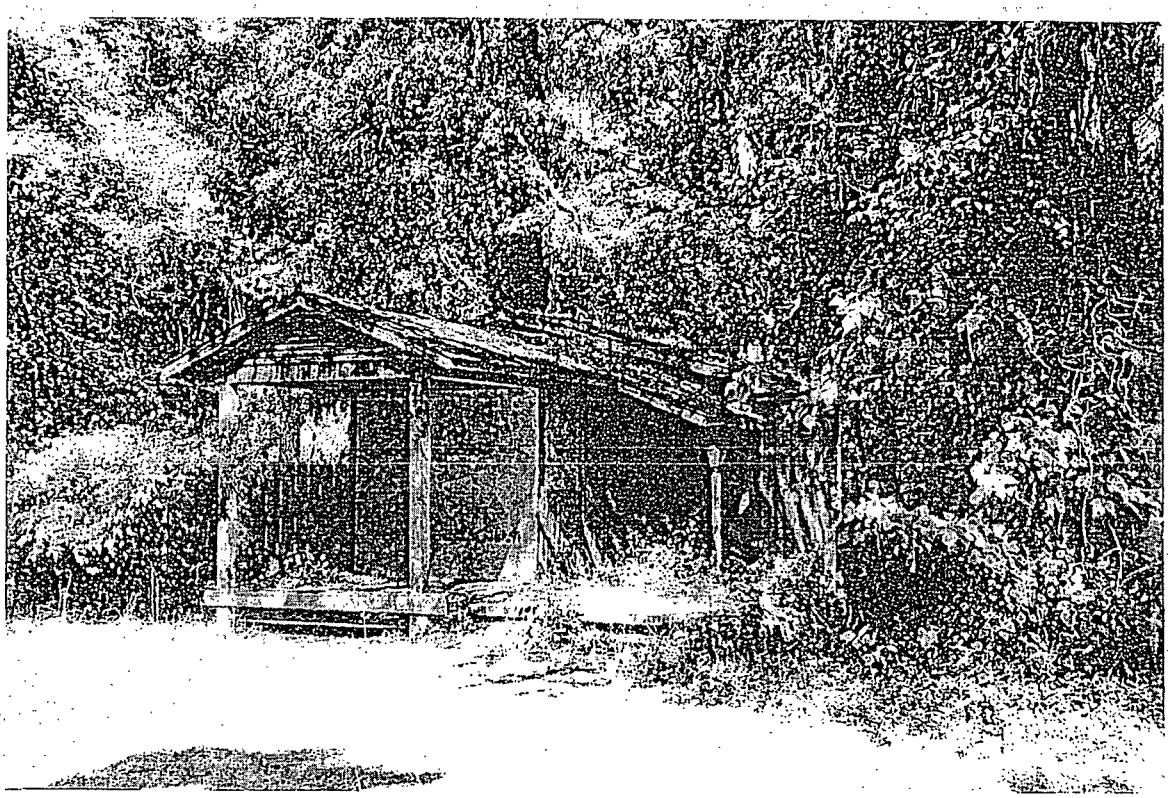
ACCESS ALONG MIDDLETON STREET FACING SOUTHEAST



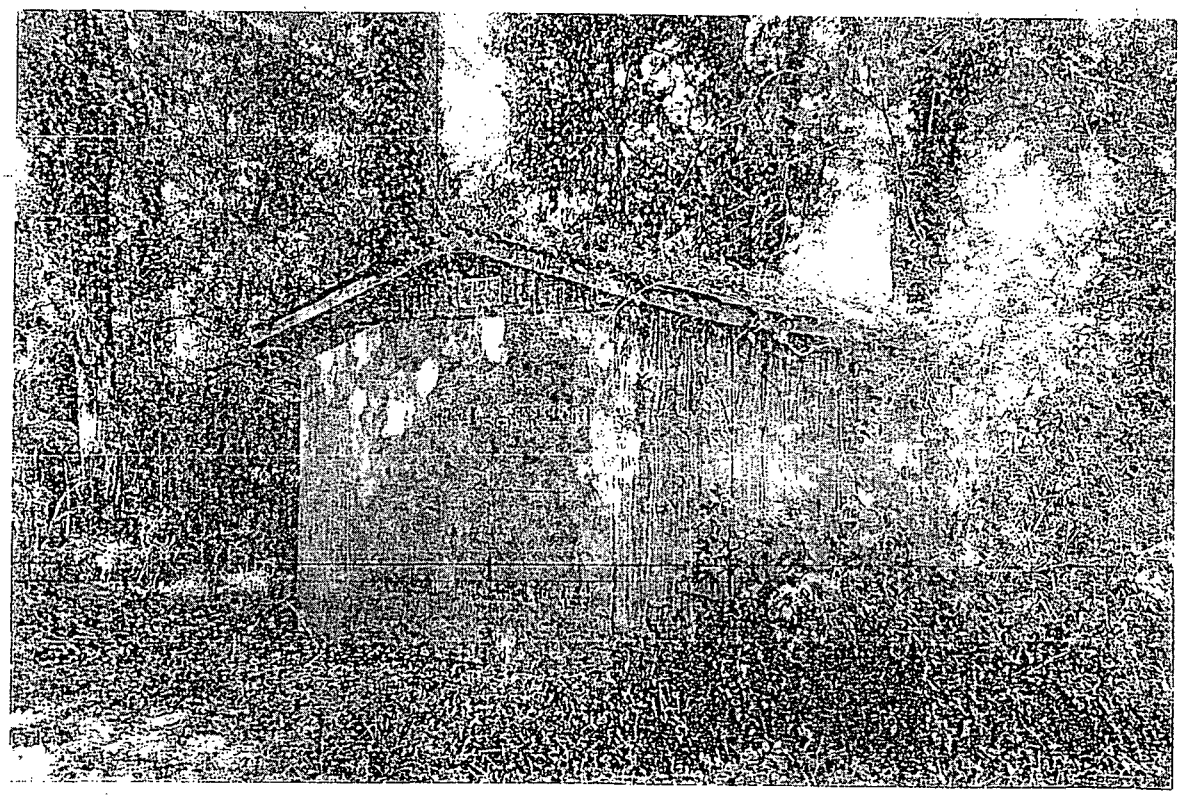
VIEW INTO SITE FROM MIDDLETON STREET



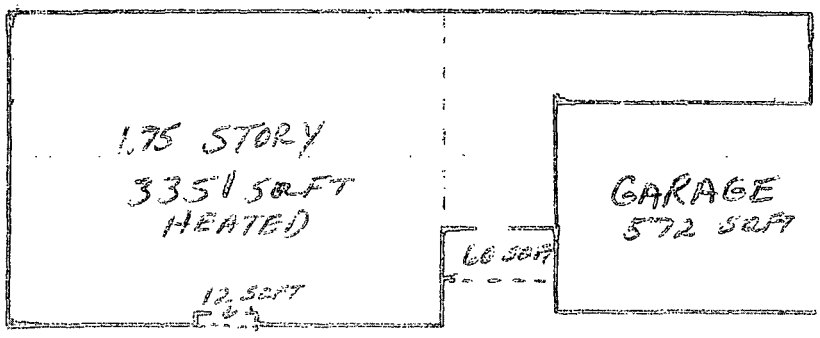
FRONT AND SIDE VIEW OF POOLHOUSE/BATHHOUSE



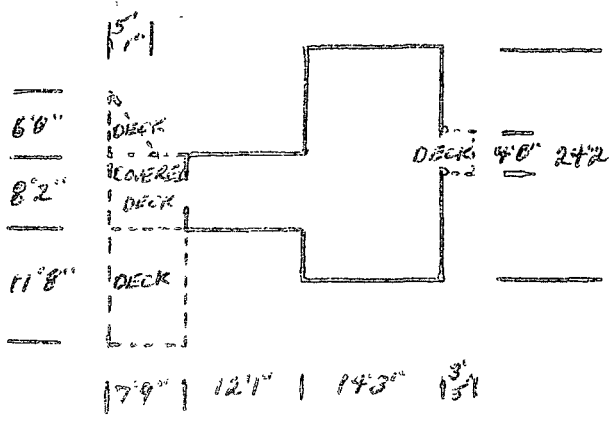
ADDITIONAL VIEW OF POOLHOUSE/BATHHOUSE



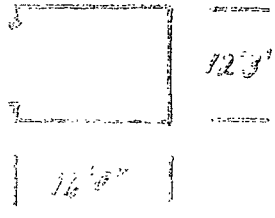
VIEW OF DETACHED STORAGE BUILDING



RESIDENCE
SKETCH FROM
OLD TAX CARD
"HOUSE BURNED AND REMOVED



POOL HOUSE
"STILL ON SITE"



DETACHED
STORAGE
"STILL ON SITE"

HIGHEST AND BEST USE ANALYSIS

The highest and best use of the land is defined as:

"that use of the land which may reasonably be expected to produce the greatest net return to the land over a given period of time or that use from among reasonably probable and legal alternative uses found to be physically possible which results in the highest land value".[1]

An analysis of the highest and best use of the land may be influenced by many factors, several of which are as follows:

(1) The availability of land for a particular use in terms of existing regulations and restrictions, deed restrictions, lease encumbrances, or any other legally binding codes, restrictions, regulations, or interests.

(2) The physical adaptability of the site for a particular use.

(3) The market influence of supply and demand and the economics of increasing and decreasing returns.

Analysis of highest and best use of the subject property requires the potential use to meet all four (4) of the following tests:

Is the use:

(1) legally permitted?

(2) physically possible?

(3) financially feasible?

(4) produce the maximum productivity?

Legally Permitted:

City zoning for the subject site is A-1 Residential Single Unit District. This allows single family residential construction. Deed Book 304 at Page 129 reveals restrictive covenants allowing residential use only. Former use of the subject site was for single family residential purposes. There are no known lease encumbrances. The appraiser is not aware of any other legally binding codes, or regulations. It is the appraiser's opinion that past utilization of the subject site for residential purposes meets the legally permitted requirement.

[1] Real Estate Appraisal Terminology (Revised 1981) Byrl L. Boyce, PhD sponsored jointly by AIREA and Society of Real Estate Appraisers.

Physically Possible.

The subject site has adequate public paved road access for ingress-egress onto the site. Soils are well drained, capable of supporting building foundations and the site is not located within a designated flood hazard area. There was no visible evidence of erosion, flooding, adverse easements, encroachments nor unfavorable conditions. Site size and shape are condusive to residential utilization. The site has adequate access to electricity, natural gas, sewer and water supplied by a local city-owned Department of Public Utilities. From a physical standpoint, the subject site can be utilized as a single family residential site.

Financially Feasible:

Historically the site has been utilized for residential purposes. It is in an area where surrounding sites are utilized for single family residential purposes. City zoning and restrictive deed covenants limit utilization to residential purposes. Site size and zoning make other non-residential uses unlikely. In the appraiser's opinion, the most financially feasible use of the subject site is for its past utilization as a residential site.

Maximum Productivity:

Utilization for single family residential development, in the appraiser's opinion, represents the maximum productive use of the site due to zoning, restrictive covenants and size. The site is too small for manufacturing/industrial uses and is not a likely business site.

If vacant or as improved, highest and best use was concluded to be its former actual use as a single family residential site.

MARKET DATA

VACANT SITE SALES TRANSACTIONS.

Sale #1

Grantee: M. J. Hutto Builders Inc.

Grantor: Genoa Group, a South Carolina General Partnership

Date of Sale: May 30, 2003

Deed Reference: Deed Book 992, Page 261; Plat C-190, Page 10

Size: 0.60 acre

Sales Price. $17,500

Price Per Acre. $29,166.67

Comments: TMS 0142-06-10-006 -- Located at 145 Cainhoy Drive within Laurel Hill Subdivision, this site has frontage of 140.7 feet. The lot is level and well drained with sandy soils and is shown as Lot E-23 -- Phase IV on the above-referenced plat.

Sale #2

Grantee: Barron Deloach

Grantor. Eleanor D. Whitlock

Date of Sale: September 22, 2003

Deed Reference: Deed Book 1005, Page 63

Size. 0.665 acre±

Sales Price: $16,000

Price Per Acre. $24,060.15

Comments. TMA 0142-08-05-007 -- Located at 711 Partridge Road within Brook Hill Subdivision, this vacant wooded site has frontage of 125.56 feet. The site is above road grade level and is gently sloping toward the road. It is well drained with sandy soils. The site is shown as Lot 5-6 on a plat of Brook Hill Subdivision.

Sale #3

Grantee: Elton L. Guinyard

Grantor: Genoa Group, a South Carolina General Partnership

Date of Sale: September 25, 2003

Deed Reference: Deed Book 1005, Page 205; Plat C-190, Page 10

Size: 0.60 acre

Sales Price. $17,500

Price Per Acre. $29,166.67

Comments: TMS 0142-06-10-004 --- This vacant residential site is located within Laurel Hill Suvdivision along Cainhoy Drive for 140.7 feet. The lot is level well drained with sandy soils. The address is 165 Cainhoy Drive and is shown as Lot E-21 --- Phase IV on the above-referenced plat.

Sale #4

Grantee. June C. and Louis Leysath

Grantor. Country Club Estates Inc.

Date of Sale: October 29, 2003

Deed Reference: Deed Book 1013, Page 255

Size: 0.70 acre

Sales Price. $23,000

Price Per Acre: $32,857.14

Comments: TMS 0142-15-14-002 - Plat Book 67, Page 85 --- This vacant site was rectangular in shape and had 155.34 feet of access along Winchester Lane. It was restricted to single family residential use.

Sale #5

Grantee. Robert Fine

Grantor. Anthony Blake Bolen

Date of Sale. January 8, 2004

Deed Reference. Deed Book 1020, Page 39; Plat Book 67, Page 100

Size: 0.49 acre

Sales Price: $10,500

Price Per Acre. $21,428.57

Comments: TMS 0142-16-06-012 --- This vacant wooded site is located within Meadow Ridge, a rural residential subdivision. Frontage is along Mulberry Street for 125.32 feet. The site has sandy well drained soils and is shown as Lot 6-F on the above-referenced plat.

Sale #6

Grantee. Rebecca C. Fox

Grantor: James M. Albergotti III

Date of Sale: February 13, 2004

Deed Reference. Deed Book 1025, Page 109

Size: 0.85 acre

Sales Price: $22,000

Price Per Acre: $25,882.35

Comments: TMS 0142-15-08-003 - Plat Book 22, Page 119 --- This rectangular vacant site was Lot 4 in Block E on the plat. The site had 180 feet of access along Jackson Drive and was restricted to single family residential use.

Sale #7

Grantee: Lisa Good Barrick

Grantor: Charles P. Thompson Jr.

Date of Sale. March 16. 2004

Deed Reference. Deed Book 1030, Page 261

Size: 2.687 acres

Sales Price. $70,000

Price Per Acre. $26,051.36

Comments: TMS 0152-05-03-014 - Plat Book 72-S, Page 451 -- This large wooded site had 675.21 feet of access along Moore Road. It was in a good residential neighborhood adjacent to the Country Club golf course.

Sale #8

Grantee. Ozie E. and Faye H. Thompson Jr.

Grantor. Caw Caw Developers Inc.

Date of Sale. November 29. 2004

Deed Reference: Deed Book 1068, Page 308

Size. 0.89 acre

Sales Price. $22,900

Price Per Acre $25,730.34

Comments. TMS 0152-06-01-003 -- Plat Book 68-L, Page 110 -- This was a residential site with 200 feet of access along Riverbank Drive and 193.80 feet along Spring Hill Lane. It was a corner site.

Sale #9

Grantee. Timothy L. Ayer and Amy P. Ayer

Grantor. Felder Z. Evans and Sara W. Evans

Date of Sale: August 18, 2005

Deed Reference: Deed Book 1110, Page 123; Plat Book 44, Page 13

Size: 0.977 acre±

Sales Price: $25,500

Price Per Acre. $26,100.31

Commetns. TMS 0142-15-02-021 --- This vacant wooded site is located along the cul-da-sac of Pine Grove Drive within Huntington Subdivision and is ashown as Lot 4-D. It has frontage of 78.54 feet and is a level well drained site with sandy soils. Huntington is a moderately upscale residential neighborhood.

Sale #10

Grantee. Stanley M. Fisher and Dana J. Fisher

Grantor: G. W. Berry Realty and Construction Inc.

Date of Sale: September 6, 2005

Deed Reference: Deed Book 1112, Page 295; Plat Book 67-L, Page 85

Size: 0.95 acre

Sales Price. $26,000

Price Per Acre. $27,368.42

Comments. TMS 0142-15-06-023---- This wooded vacant site is located along Huntington Drive with frontage of 93.96 feet and is within Huntington Subdivision, a moderately upscale residential neighborhood. The site is shown on the above-referenced plat as Lot 5-E3 and is level and well drained with sandy soils.

Sale #11

Grantee: Wincrest Investment and Management Group LLC

Grantor: Mary A. Coleman n/k/a Mary A. Coleman Couick and Atwell A. Coleman III

Date of Sale: December 28, 2005

Deed Reference. Deed Book 1128, Page 39; Plat Book 16,Page 109

Size. 0.49 acre±

Sales Price. $12,000

Price Per Acre. $24,489.80

Comments. TMS 0142-08-03-008 ---- This vacant wooded residential site is located at 400 Partridge Road Brook Hill Subdivsion. It has road frontage of 165 feet and is a level well drained lot with sandy soils. This lot is shown as Lot 8-A on the above-refereneed plat.

THE COST APPROACH TO VALUE

The Cost Approach to value is useful when the property being appraised has unique features or is under construction. This approach serves as an "inventory tool" by listing each component comprising the property and then considering its individual contributory value to the property as a whole. In the Cost Approach, several steps are taken to arrive at valuation. First, the site is valued by comparison to sales of similar properties in the area. These comparisons must be of similar size, utility, and location features. Next, the cost new of all improvements must be estimated using current labor and materials to reproduce similar improvements. After estimating cost new, deductions are made for all forsm of depreciation. Depreciation consist of basicaly three (3) types:

(1) Physical:

curable -- items of deferred maintenance which are economically feasible to correct.

incurable -- items that are not economically feasible to correct.

(2) Functional obsolescence:

curable -- items dealing with function or design which are economically feasible to correct.

incurable -- items not economically feasible to correct.

(3) Economic obsolescence:

"Impairment of desirability or useful life arising from factors external from the property such as economic forces, economic changes which affect supply-demand relationships in the market".[2]

Once site value is estimated, cost new calculated, depreciation considered, the final step can be taken. The site value is added to the depreciated cost of the improvements thus resulting in an opinion of value for the subject property.

[2] Real Estate Appraisal Terminology (Revised 1981) Byrl L. Boyce, PhD sponsored jointly by AIREA and Society of Real Estate Appraisers.

Site Valuation:

The first step in the Cost Approach valuation method is to render a value opinion for the site as if vacant. This requires obtaining vacant site sales. The appraiser checked the subject neighborhood in an effort to obtain vacant sites; however, the subject is within an older well established nearly fully developed neighborhood where few vacant sites remain available and no immediate neighborhood sales could be located. The next step required the appraiser to obtain sales from other residential competing neighborhoods. This was accomplished by searching office files, courthouse records and a bi-weekly printout of area sales in numerical tax map order. The appraiser reviewed sales from 2003 until a few months past the effective date of appraisal to obtain the best available site sales. After reviewing numerous transactions, eleven (11) vacant site sales were placed within this report. These sales were as comparable to the subject as possible. When rounded to the nearest whole dollar per acre, sales revealed the following:

Sale #	Size (acres)	Sales Price	Price Per Acre
1	0.60	$17,500	$29,167
2	0.665	$16,000	$24,060
3	0.60	$17,500	$29,167
4	0.70	$23,000	$32,857
5	0.49	$10,500	$21,429
6	0.85	$22,000	$25,882
7	2.687	$70,000	$26,051
8	0.89	$22,900	$25,730
9	0.977	$25,500	$26,100
10	0.95	$26,000	$27,368
11	0.49	$12,000	$24,490

Subject site size based on a recorded plat is 23072.99 square feet or approximately 0.53 acre more or less. Utilized sales within this report varied from 0.49 acre to 2.687 acres in terms of size. After reviewing these sales, it is the appraiser's opinion all were purchased for potential residential single family development and size was not a significant factor affecting per acre sales price. Ten (10) of the eleven (11) total sales were from 0.49 acre to 0.977 acre or reasonably similar to the subject site size.

The appraiser had to consider any effects of time on per acre sales price. This was done by the paired sales technique where two (2) sales being similar in all characteristics but one can be compared for the difference in per acre price. Sales #2 and #11 were located within the same subdivision (Brook Hill Subdivision) and sold 2.25 years apart for respective per acre prices of $24060 and $24490. This represents approximately 1.8% difference or less than 1% annually.

Sales #1 and #3 were in the same subdivsion (Laurel Hill Subdivision) were the same size and located on the same street. Sales #1 and #3 sold four (4) months apart for the same per acre price. Sales #6 and #8 were similar in size sold 9 months apart respectively for $25882 and $25730 per acre. In the appraiser's opinion a time adjustment was not necessary.

Available sales were similar residential neighborhoods as the subject but were outside the city limits. Sales were in similar competing subdivisions. The appraiser attempted to consider potential locational differences. Sales #4 and #6 were similar in size and in the same subdivision; however, Sale #4 was located in a newly developing portion of the subdivision while Sale #6 was in an older portion. The per acre difference of $6975, in the appraiser's opinion, is the maximum locational difference. Sale #4 appears to set the upper limits of per acre price. Sales #1 and #3 were in a subdivision within close proximity to Sale #6. Sale #6 sold for $3285 per acre less than Sales #1 and #3 which were in a slightly newer subdivision. Sales #1 and #3 brought $3690 per acre less than Sale #4. The difference between Sales #10 and #11 was $2878 per acre in favor of Sale #10.

After considering the best sales available, the more comparable were adjusted as follows:

Sale #3 $29,167 per acre sales price
+ 3,500 location
$32,667 per acre indicated sales price

Sale #6 $25,882 per acre sales price
+ 7,000 location
$32,882 per acre indicated sales price

Sale #8 $25,730 per acre sales price
+ 7,000 location
$32,730 per acre indicated sales price

Sale #9 $26,100 per acre sales price
+ 7,000 location
$33,100 per acre indicated sales price

Sale #10 $27,368 per acre sales price
+ 7,000 location
$34,368 per acre indicated sales price

Sale #11 $24,490 per acre sales price
+ 7,000 location
$31,490 per acre indicated sales price

Adjusted sales indicated the following per acre value when rounded to the nearest whole dollar per acre:

Sale #	Indicated Per Acre Price
3	$32,667
6	$32,882
8	$32,730
9	$33,100
10	$34,368
11	$31,490

From low to high sales, when adjusted, varied by $2878 per acre. If the low and high indicated prices were disregarded, the other four (4) sales vary by only $433 per acre. After considering all factors, the appraiser rendered per acre site value to be $34,500 per acre.

Therefore:

23072.99 square feet ÷ 43560 square feet per acre = 0.53 acre

0.53 acre at $34500 per acre = $18,285

Rendered Site Value as if vacant $18,285

Building Valuation:

Poolhouse: Class "D: Low Cost bathhouse (valued as of 6/13/05)

$46.42 base cost per square foot (Section 12, Page 24)

- 1.00 heat deduction per square foot (Section 12, Page 33)

$45.42 adjusted base cost per square foot

x 1.026 floor area shape multiplier (Section 12, Page 12)

x 1.09 current cost multiplier (Section 99, Page 3)

x .88 local cost multiplier (Section 99, Page 10)

$44.70 estimated construction cost per square foot

Storage Building. Class "D" Average toolshed building

$9 69 base cost per square foot (Section 17, Page 12)

x1.00 current cost multiplier (Section 99, Page 3)

x .88 local cost multiplier (Section 99, Page 10)

$8.53 estiamted construction cost per square foot

Site Improvements: based on contributory value

Vinyl Swimmiug Pool (inground).

$14,600 base installation cost of pool (Section 66 Page 6)

x 1.16 current cost multiplier (Section 99, Pae 3)

$16,936 estimated installation cost of pool

After considering depreciation, the appraiser estimated a contributory value of approximately $5000 for the subject swimming pool.

Wood Deck:

$5.80 base deck cost per square foot (Section 66, Page 2)

+ .42 steps cost adjustment per square foot (Section 66, Page 2)

$6.22 estimated base cost per square foot

x1.16 current cost multiplier (Section 99, Page 3)

$7.22 estimated cost per square foot

After considering depreciation, the appraiser estimated a per square foot contributory value of approximately $2.50 per square foot.

Therefore:

2454 square feet deck at $2,50 per square foot = $6135

Wood Fence.

$12.45 base cost per linear foot (Section 66, Page 5)

+ 1.25 treated wood adjustment 10% (Section 66, Page 5)

$13.70 estimated base cost per linear foot

x 1.16 current cost multiplier (Section 99, Page 3)

$15.89 per linear foot

After considering depreciation, the appraiser estimated a contributory value of approximately $5.00 per linear foot.

Therefore:

133 linear feet at $5.00 per linear foot = $665

Concrete Paving:

$0.45 base material cost per square foot (Section 66, Page 2)

+3.00 concrete cost per square foot (Section 66, Page 2)

$3.45 estimaetd base cost per square foot

x1.16 current cost multiplier (Section 99, Page 3)

$4.00 estimated installaction cost per square foot

After considering depreciation, the appraiser estimated a contributory value of approximately $1.25 per square foot.

Therefore.

2742 square feet concrete at $1.25 per square foot = $3428

Landscaping.

minimal shrubbery and lawn grasses	$500	
Total Estimated Site Improvement Value		$15,728

Poolhouse:

443 square feet building at $44.70 per square foot = $19,802

Estimated Construction Cost if New of Poolhouse		$19,802
Less depreciation.		
Physical.		
curable -- no major items of deferred maintenance	$ 0	
incurable -- (20 year effective age with an economic life of 40 years = 50% depreciation straight line)		
$19,802 x 50%	9901	
Functional:		
curable -- none	0	
incurable -- none		
External: none	0	
Total estimated depreciation		9,901
Estimated Contributory Value of Poolhouse		$ 9,901

Storage Building:

196 square feet building at $8.53 per square foot = $1,672

Estimated Constructin Cost if New of Building		$ 1,672
Less depreciation:		
Physical:		
curable -- no major items of deferred maintenance	$ 0	
incurable -- (5 year effective age with an economic life of 15 years = 33% depreciation straight line)		
$1,672 x 33%	552	
Functional:		
curable -- none	0	
incurable -- none	0	
External. none	0	
Total estimated depreciation		552
Estimated Contributory Value of Storage Building		$ 1,120

RECAP OF COST APPROACH

Land (Site) Value	$18,285
Building Value	11,021
Site Improvement Value	15,728
Rendered Value Opinion of Subject Property	$45,034
ROUNDED TO	$45,000

COMMENTS ON THE COST APPROACH

In the appraiser's opinion, a rendered value opinion of $45,000 as evidenced by the Cost Approach sets the upper limits of value for the subject property as of the effective date of appraisal (June 13, 2005). It includes the site, two (2) remaining buildings and site improvements. As of the effective date of appraisal, a burned residence was still on the site and the pool was not being maintained and needed a new liner.

Historically the subject site had been utilized as a single family residential site, had restrictive covenants for that specific utilization and later zoning limited use to single family residential use. For this use to continue the old residence would have to be demolished and removed so that another residence could be constructed. This would require demolition costs. Typically these costs would be deducted from value for the site to be utilized.

The appraiser considered two (2) sources for covering demolition and disposal fees. Section 66 at Page 11 of the Marshall Valuation Service published cost guide of $3.60 per square foot as the upper end of the range for building demolition but this cost does not include dump fees.

Therefore:

3664 square feet heated area x $3.60 per square foot = $13,190 (nearest whole dollar)

This cost does not include covering the pool or filling it in and may not include attached garage and porch space. Section 66 at Page 11 states "Due to the number of variables involved, we would suggest that wherever possible survey, bid or contract costs be obtained".

The City of Orangeburg provided the following bid from C. P. Construction Inc. dated September 1, 2005:

(1)	Demolish and remove all building materials and trash associated with two story building at this location	$ 9,200
(2)	Remove the vinyl lining swimming pool and fill in with dirt	1,850
(3)	Remove decking from the back	975
Total		$12,025

The city showed a total bill of $15507.48 that included the following:

$12025.00 contract work
3457.48 disposal fee
25.00 administration fee
$15507.48 total

Based on the best information available, deductions could be as follows:

$45034 rendered value (before rounding Cost Approach)
-15507 rounded to the nearest whole dollar
$29527 value if all costs were considered

An alternative method:

$45034 rendered value before rounding
-12025 clearing cost only
$33009 if only clearing costs considered

As rounded, prior to clearing, Cost Approach renders a value opinion of $45,000 which in the appraiser's opinion sets the upper limit of subject value. If all costs (demolition/ removal, disposal and administration fees) were considered, the value would be rounded to $29,500. If only clearing costs were considered, a value of $33,000 appears to be realistic. Deed Book 971 at Page 129 revealed that, after the fire, Ajoy G. Chakrabarti and Sokla Charkrabarti paid Thirty Five Thousand Dollars ($35,000) on February 12, 2003.

In the appraiser's opinion, market value of the subject property as of June 13, 2005, prior to consideration of clean up costs was:

FORTY FIVE THOUSAND DOLLARS

($45,000)

No correlation or reconciliation was required as only one valuation method (Cost Approach) was completed due to the unique physical characteristics of the subject property as of the effective date of appraisal.

Competency of the Appraiser.

The appraiser of this appraisal report is Chuck A. Henson, South Carolina State Certified General Real Estate Appraiser CG 480. As of the writing of this report, the appraiser has thirty nine (39) years appraisal experience and has met all requirements through 2012 concerning eduction for certification by the State of South Carolina. This appraiser annually takes professional courses offered by the two (2) appraisal organizations of which he has/had membership or candidate status, the Appraisal Institute and American Society of Farm Managers and Rural Appraisers.

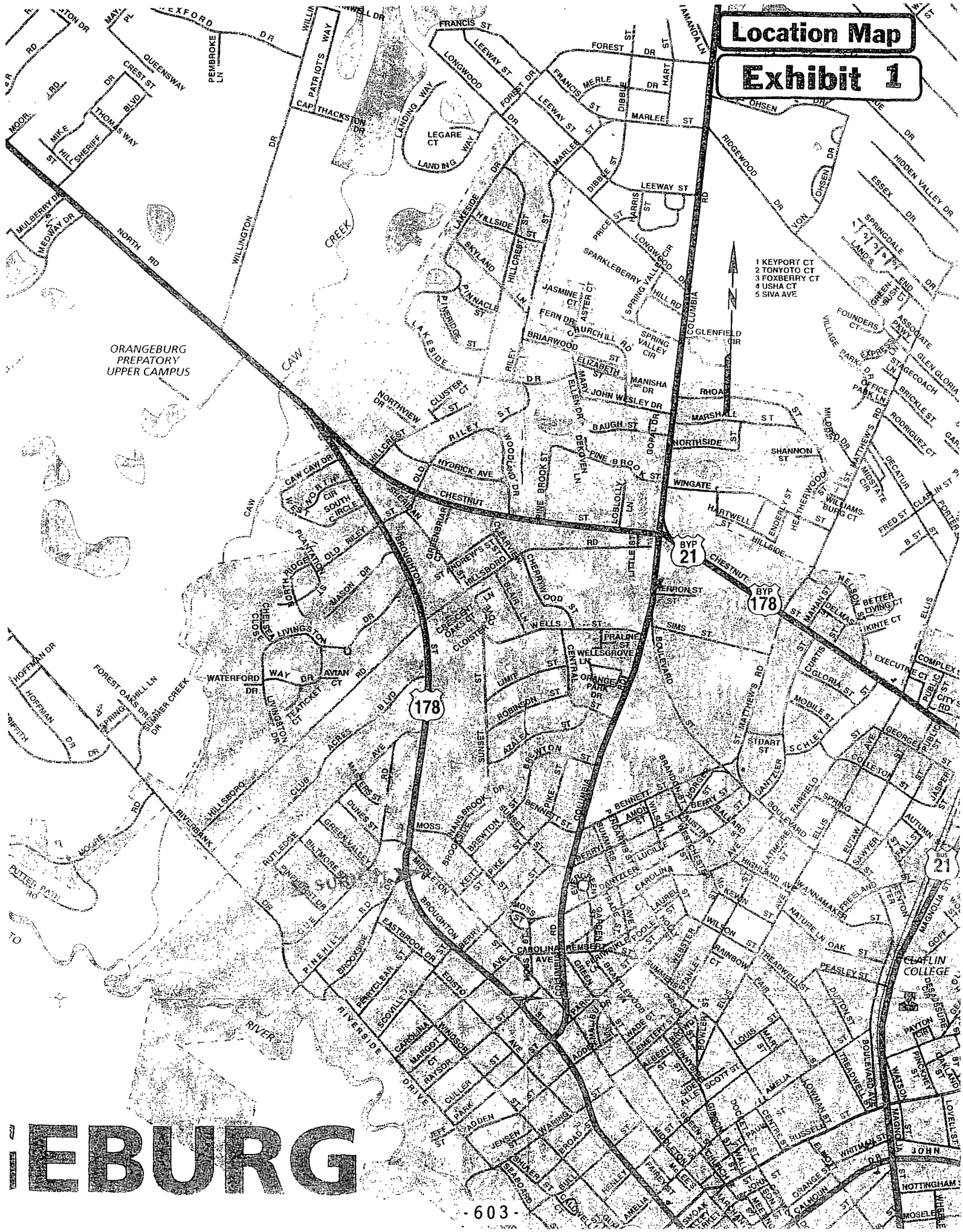
As an appraiser, numerous appraisals have been complated on retail businesses, residences, industrial amd manufacturing facilities The appraiser has also completed appraisals on eminent domain projects and has testified hundreds of times in the local, state and federal court systems. The appraiser specializes in farm real estate appraisals as well as business/commercial properties. This appraiser is solely responsible for the contents of this report.

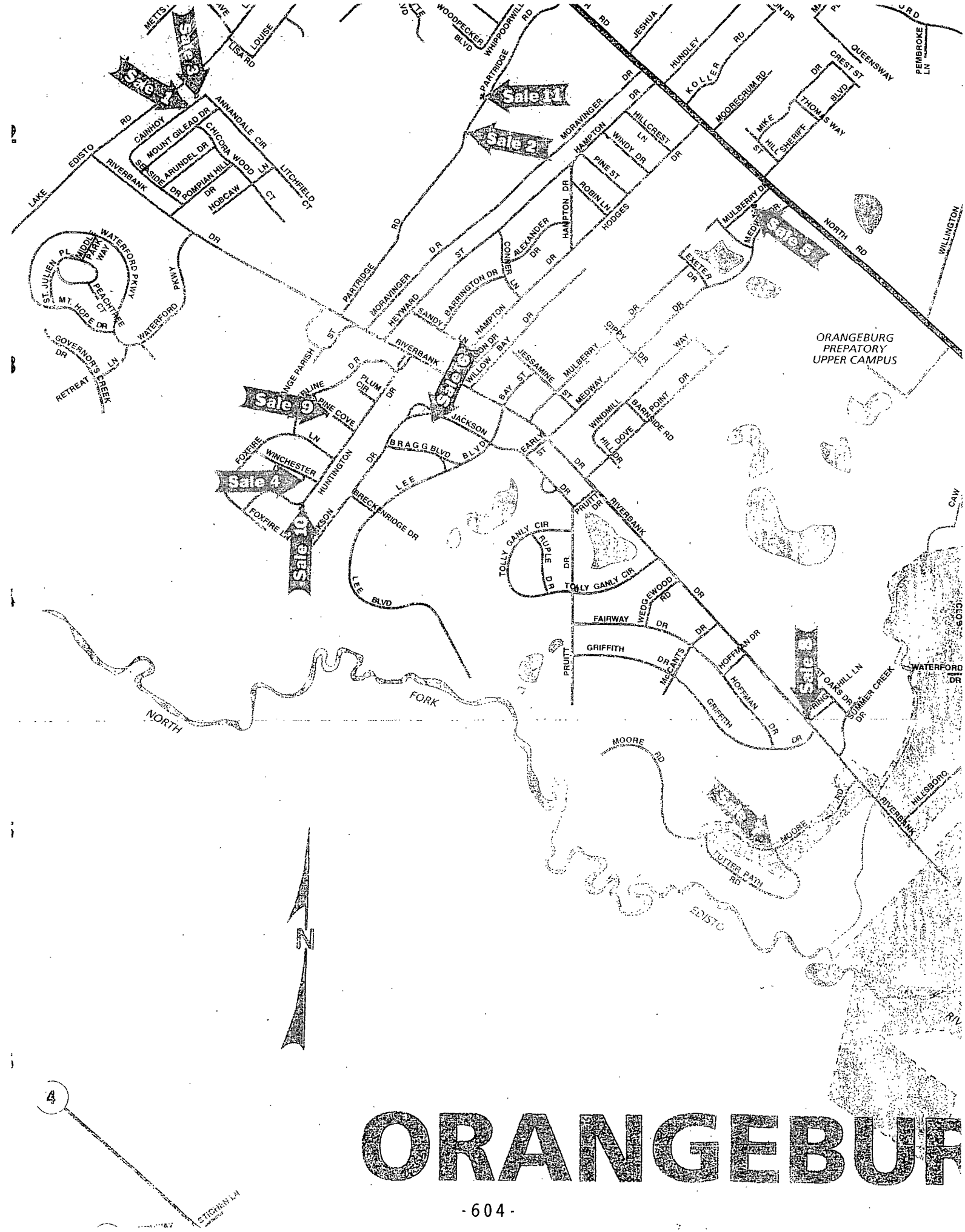
The appraiser is familiar with appraisals of properties similar to the subject. The appraiser is also familiar with the sales in this report due to previous appraisal assignments. This information can be discussed or reviewed on a confidential basis with the client upon request. Information can be supplied wtihin the confidential confines of the Uniform Standards of Professional Appraisal Practice guidelines.

Chuck A. Henson has appraised numerous specialized appraisals in several counties throughout the State of South Carolina.

ADDENDA

Location Map (2 pages)	Exhibit 1
Copy of Deeds (10 pages)	Exhibit 2
Copy of Plat (1 page)	Exhibit 3
Tax Assessor Information (8 pages)	Exhibit 4
Cost letters, building permits & condemation (11 pages)	Exhibit 5
Photographs (23 pages)	Exhibit 6
Appraiser's Qualifications (1 page)	Exhibit 7
Appraiser's Certification (1 page)	Exhibit 8


Location Map
Exhibit 1
1 KEYPORT CT
2 TONYOTO CT
3 FOXBERRY CT
4 USHA CT
5 SIVA AVE
ORANGEBURG PREPATORY UPPER CAMPUS
CAW CAW CREEK
WILLINGTON CREEK
RIVER
BYP 21
178
CLAFLIN COLLEGE
EBURG


Sale 1
Sale 2
Sale 3
Sale 4
Sale 5
Sale 6
Sale 7
Sale 8
Sale 9
Sale 10
ORANGEBURG PREPATORY UPPER CAMPUS
NORTH FORK
EDISTO
RIVERBANK
MOORE RD
HILLSBORO
WATERFORD DR
SUMMER CREEK
PARTRIDGE RD
MORAVINGER DR
HAMPTON DR
HUNTINGTON DR
BRAGG BLVD
LEE BLVD
JACKSON
EARLY ST
PRUITT DR
TOLLY GANLY CIR
FAIRWAY DR
GRIFFITH DR
HOFFMAN DR
WEDGEWOOD RD
NORTH RD
WILLINGTON
MULBERRY DR
EXETER DR
HUNDLEY RD
KOLLER RD
MOORECRUM RD
QUEENSWAY
PEMBROKE LN
CREST ST
THOMAS WAY
MIKE ST
HILLSHERIFF DR
HILLCREST LN
WINDY DR
PINE ST
ROBIN LN
HODGES DR
ALEXANDER DR
CONNER LN
SANDY RUN DR
BARRINGTON DR
HEYWARD ST
WILLOW BAY DR
JESSAMINE ST
MULBERRY DR
MEDWAY 1ST
WINDMILL POINT DR
BARNSIDE RD
HILL DOVE DR
PINE COVE CIR
PLUM LINE DR
ORANGE PARISH DR
FOXFIRE LN
WINCHESTER DR
BRECKENRIDGE DR
RUPLE DR
OAKS DR
RING HILL LN
TURTLE PATH RD
CAW
RIV
LAKE EDISTO RIVERBANK DR
CAINHOY RD
MOUNT GILEAD DR
ANNANDALE CIR
CHICORA WOOD DR
SEASIDE LN
ARUNDEL DR
POMPIAN HILL DR
HOBCAW CT
LITCHFIELD CT
LISA RD
LOUISE CT
METTS AVE
WOODPECKER BLVD
WHIPPOORWILL RD
JESHUA RD
ST. JULIEN PL
MIDDLE PARK WAY
WATERFORD PKWY
PEACHTREE CT
MT. HOPE DR
GOVERNORS CREEK DR
RETREAT LN
MCCANTS DR
4
CTCHAN LN

ORANGEBUF

Exhibit 2

TITLE TO REAL

The State of South Carolina,
County of ORANGEBURG.

SOUTH CAROLINA DOCUMENTARY 1 DOLLAR

COUNTY DOCUMENTARY TAX
$ 6.60
ORANGEBURG COUNTY, S. C.

FILED FOR RECORD
MAR 29 12 47 PM '68
J. K. WESTBURY
CLERK OF COURT
ORANGEBURG COUNTY, S. C.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Andrew Berry,

in the State aforesaid, in consideration of the sum of

Six Thousand ($6,000.00) - - -

BOOK 304 PAGE 130

residential building shall be erected on the lot herein described and that on Middleton Street, but so much of the lot as exceeds 100 feet in width on Middleton Street may be combined with part of adjoining property so as to form another building lot of one hundred (100) feet of street frontage on Middleton Street; (4) That no residence costing less than $20,000.00 shall be erected on said property or on any part thereof; (5) That no residence or building of any kind shall be erected on said premises that is nearer to a street than forty (40') feet and that no garage or outbuilding shall be nearer a street than the rear of the residence, except it be a part of the residence and does not extend beyond the front thereof, or within forty (40') feet of a street; (6) That no apartment house, flat, or hotel, store or other business premises shall be erected on said premises or any part thereof; (7) That no use of said premises, or any part thereof, shall be made thereof that will constitute and be a nuisance in the neighborhood or be injurious to the value of adjoining premises or property; (8) That the aforesaid restrictions, conditions and covenants shall be appurtenant to and run with the premises hereby conveyed, and that in the event of a violation of any of the restrictions, conditions and covenants by the Grantee, his heirs or assigns, and failure to eliminate and desist from such violations within ten (10) days of a judicial determination that such violations have occurred, and continue, title to the said premises shall revert to the grantor, his successors or assigns, subject however to the rights of land grantees and lien creditors attaching prior to such violation and their right of abatement; and that the grantor herein, his successors or assigns, shall have the right to abate nuisances and enforce compliance with the restrictions, conditions and covenants herein specified, by injunction or other appropriate action, without any liability whatsoever for damages.

[redacted]

AND I do hereby bind Myself and My Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Lucius P. Varn, His Heirs and Assigns, against Myself and My Heirs, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 25th day of March in the year of our Lord one thousand nine hundred and Sixty Eight and in the one hundred and Ninety Second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Andrew Berry (L.S.)

(L.S.)

BOOK 304 PAGE 131

The State of South Carolina,
County of ORANGEBURG.

Personally appeared before me, Luther E. Culler
and made oath that he saw the within named Andrew Berry
sign, seal and as His Act and deed, deliver the within written Deed, and that he with
Helen Williams witnessed the execution thereof.

Sworn to before me, this 25th day of March A. D. 19 68

Luther E. Culler

(Seal) Helen Williams
Notary Public, S. C.
My Commission expires 1/1/71

RENUNCIATION OF DOWER

The State of South Carolina,
County of ORANGEBURG.

I, Helen Williams, Notary Public, S. C., do hereby certify unto all whom it may concern, that Mrs. Nancy W. Berry the wife of the within named Andrew Berry did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons, whomsoever, renounce, release, and forever relinquish unto the within named, Lucius P. Varn, His heirs and assigns, all her interest and estate, and also her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 25th day of March Anno Domini 19 68.

(Seal) Helen Williams
Notary Public, S. C.
My Commission expires 1/1/71

Nancy W. Berry

1

The State of South Carolina

Andrew Berry

TO

Lucius P. Varn

TITLE TO REAL ESTATE

Filed this 25th day

of March A. D. 19 68

and recorded in Book 304 Page 129

Page J. R. Hillburn

Clerk of Court C. P. & G. S. Orangeburg County, S. C.

Entered in County Auditor's Office in

Book O Page 58

this 25th day of March 19 68

J. S. Bonnette

Auditor for Orangeburg County, S. C.

fvt

ANDREW BERRY
ATTORNEY AT LAW
ORANGEBURG, S. C.

A. C. BONNETT & SON, PRINTERS, ROWESVILLE, S. C.

Entered on Tax Assessor's Records
March 26, 1968 J. B. White
Tax Assessor

BOOK 304 PAGE 129

BOOK 304 PAGE 582

03/583

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF ORANGEBURG)

KNOW ALL MEN BY THESE PRESENTS That we, Joe F. Singleton and Evelyn Singleton, for and in consideration of the sum of thirty-five thousand and 00/100 ($35,000.00), dollars paid by Ajoy G. Chakrabarti and Sukla Charkrabarti, 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 Ajoy G. Chakrabarti and Sukla Charkrabarti ,their heirs and assigns, the following described property, to wit:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Orangeburg, Orangeburg County, South Carolina, located in Berrywoods Subdivision and being more particularly shown and delineated on a plat for James B. Terry, Jr., and Susan D. Terry by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, RLS, dated May 25, 1990 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 69-S, page 279, and being bounded on the northeast by Middleton Street for a distance of 147.75 feet; on the southeast by a private drive, property of Andrew Berry separating the subject property from property now or formerly of Brabham for a distance of 170.38 feet; on the southwest by property now or formerly of Berry for a distance of 141.50 feet and on the northwest by property now or formerly of Journey for a distance of 152 feet. This is the same property conveyed to Joe F. Singleton and Evelyn Singleton by deed of James B. Terry, Jr., and Susan D. Terry dated January 26, 1996 and recorded January 31, 1996 in said Register's Office in Deed Book 625, page 629.

This conveyance is subject to restrictive covenants recorded in said Register's Office in Deed Book 304, page 129.

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 Ajoy G. Chakrabarti and Sukla Charkrabarti, their heirs and assigns forever.

And we hereby bind ourselves and our heirs and assigns to warrant and forever defend all and singular the said premises unto the said Ajoy G. Chakrabarti and Sukla Charkrabarti, their heirs and assigns against us and our heirs and assigns and against every person whomsoever lawfully claiming or to claim any part thereof.

91.00
38.50
129.50

IN WITNESS WHEREOF, the said grantor has executed this deed and delivered the same this 12TH day of February, 1998, and in the two hundred twenty-seventh year of the sovereignty and independence of the United States of America.

IN THE PRESENCE OF:

Joe F. Singleton

Evelyn Singleton

FILED IN THE OFFICE OF ASSESSOR
MAP 49 SHEET 1 BLOCK 37 PARCEL 201
THIS 17 DAY OF February 1998
ORANGEBURG COUNTY MARION HEATH, COUNTY ASSESSOR

FILED
98 FEB 23 PM 2:00
CAROL LAMBERT
REGISTER OF DEEDS
ORANGEBURG, S.C.

BOOK 711 PAGE 125

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

PERSONALLY appeared before me the undersigned witness who, on oath, says that s/he saw the within-named Grantors sign and deliver the within-written deed and as their act and deed deliver the said Deed for the uses and purposes therein mentioned, and that deponent with the other subscribing witness witnessed the execution thereof.

Carolyn Kinsey

SWORN to before me this 12th day of February, 2003.

Notary Public for S. C.
My Commission Expires: 3/29/09

0358510

Tax Map Number:0152-11-07-001

Grantee Address: 225 Mason Drive
Orangeburg, S. C. 29118

Recorded this 13 day of February 2003 at Page 129

Book 971

Register of Deeds
Orangeburg Co., S.C.

BK0971PG130

TITLE TO REAL ESTATE
THE STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

CARRIE W. JOHNSON, AS CITY DELINQUENT TAX COLLECTOR
FOR THE CITY OF ORANGEBURG
TO

RJ Send Tax Title to:
City of Orangeburg
P.O. Box 1183
Orangeburg SC 29116

I HEREBY certify that the within DEED was filed for record in my office at _____, _____M. o'clock on the _____day of____20___, and was immediately entered upon the indexes and duly recorded in Book ____ of Deed, Page_____, CLERK OF COURT, ORANGEBURG COUNTY

Orangeburg County 01-24-2008
SOUTH CAROLINA
County Revenue Stamp $0.55
State Revenue Stamp $1.30

FILED Jan 24, 2008 09:10:21 am
BOOK 01247
PAGE 0240 thru 0243
INSTRUMENT # 2008000347
Signature

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

FILED IN THE OFFICE OF ASSESSOR
MAP 0252 SHEET LL BLOCK 07 PARCEL 001
THIS 25TH DAY OF January 2008
ORANGEBURG COUNTY, JIM McLEAN, COUNTY ASSESSOR

CITY OF ORANGEBURG

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

WHEREAS, the expiration of the time allowed by law for payment of taxes in any year, the City or County Treasurer of each County is authorized and directed, to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his City/County, signed by him in his official capacity, directed to the Official or Officer of his Jurisdiction, or his lawful Deputy, charged with responsibility for collection of taxes requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayers estate, real or personal, or both, as may be sufficient to satisfy the taxes of such defaulter, specifying therein the aggregate amount of all taxes, penalties, and in costs, as provided by Law; and,

WHEREAS, it is further provided by said statutes that under and by virtue of said warrant or execution, the appropriate Officer or Official, or his lawful Deputy, shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both, as may be necessary, to raise a sum of money named therein, and charges thereon, and, after due advertisement, to sell the same before the Courthouse door of the County, on a sales day, within the usual hours for public sales, as fixed by the applicable Statute, for cash, and give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, and give a title to the purchaser if the property be not redeemed within the time provided by the Statute; and,

WHEREAS, the property which is the subject of this conveyance was sold at public auction by the City of Orangeburg to the highest bidder to satisfy the unpaid taxes of the defaulting taxpayer, all, after giving the required notices and complying in all other respects with the applicable Statutes, including, but not limited to, those incorporated into the 1976 Code of Laws of South Carolina as Section 12, Chapter 49, and as adapted to the City of Orangeburg by pertinent ordinances duly adopted by the Orangeburg City Council; and the time allowed for redemption of the subject property by the defaulting taxpayer has expired without the conditions for redemption having been met; and,

WHEREAS, the following pertinent information is here furnished as a part of this conveyance, as is required.

NAME OF THE DEFAULTING TAXPAYER (and record owner against whom warrant was issued Ajoy & Sukla Charkrabarti

Date of the subject property was posted and by whom: (DATE) August 21, 2006

Name and title of Official Rebecca Lynch, Finance Clerk

Date of Mailing to Delinquent Taxpayer:
Notice by certified mail of delinquent taxes, amount due, etc., and impending sale
Date 05/23/2006

Date of Execution: March 17, 2006
First Certified Notice: Name: Ajoy G. Charkrabarti
Date: 5/23/2006
Received:____ Not Received X

Second Certified Notice: Name: Ajoy & Sukla Charkrabarti
Date: 11/13/2007
Received X Not Received

The years the warrant or execution for delinquent taxes covered:

Total amount of taxes, penalties, charges and cost:

WHEREAS, the undersigned, acting for the City of Orangeburg, did on the of December 2006, sell the within described property to City of Orangeburg FLC the actual purchaser and the highest bidder at such sale for the sum of $ 500.00 dollars being at least the amount of said taxes, penalties, costs and charges;

NOW, THEREFORE, Carrie W. Johnson (Name) City Delinquent Tax Collector (Title)

in the State and County aforesaid, for and in consideration of the sum 500.00 dollars to me in hand paid at and before the sealing of these presents by City of Orangeburg FLC in the State aforesaid (the receipt where of is hereby acknowledge) have granted, bargained, sold and released and by these presents do grant, sell and release unto the said City of Orangeburg FLC the subject property which is described and identified as follows;

lot(s)	(Acre(s)	Improvements(s)
1		1

Description : 1243 Middleton Street
Bounded as follows: N 152' Andrew Berry, E – 148' Middleton Street, S – 170.5' Andrew Berry, W – 141.5 Andrew Berry

MAP # 0152-11-07-001 035851o

Together with all singular the right, members, hereditaments and appurtenances to

The said premises belonging or in any wise incidents or appertaining. TO HAVE AND TO HOLD ALL SINGULAR the said premises mentioned unto the said City of Orangeburg FLC

Heirs and assigns forever, according to the form force and effect of the laws and usage's of.

State of South Carolina, in such cases made and provided.

WITNESS MY HAND SEAL this 17 th Day of January in the

Year of our Lord TWO THOUSAND AND SEVEN the 233rd of the
Number of Years

Sovereignty and Independence of the United States of America.

Carrie H. Johnson L.S.

City Delinquent Tax Collector
(State official capacity)

Cynthia Summers

Duane Tarrant

THE STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

PERSONALLY appeared before me Cynthia Summers

Who duly sworn says that she saw within named Carrie Johnson
Name

as his act and deed, deliver the within written deed; and that she with

Duane Tarrant witness the execution therefore.

Cynthia Summers
(Subscribing witness sign here)

Sworn to me before this 18 day of

January 20 08

Duane Tarrant
Notary Public for South Carolina

Date my Commission Expires: 2-7-2011

Exhibit 3

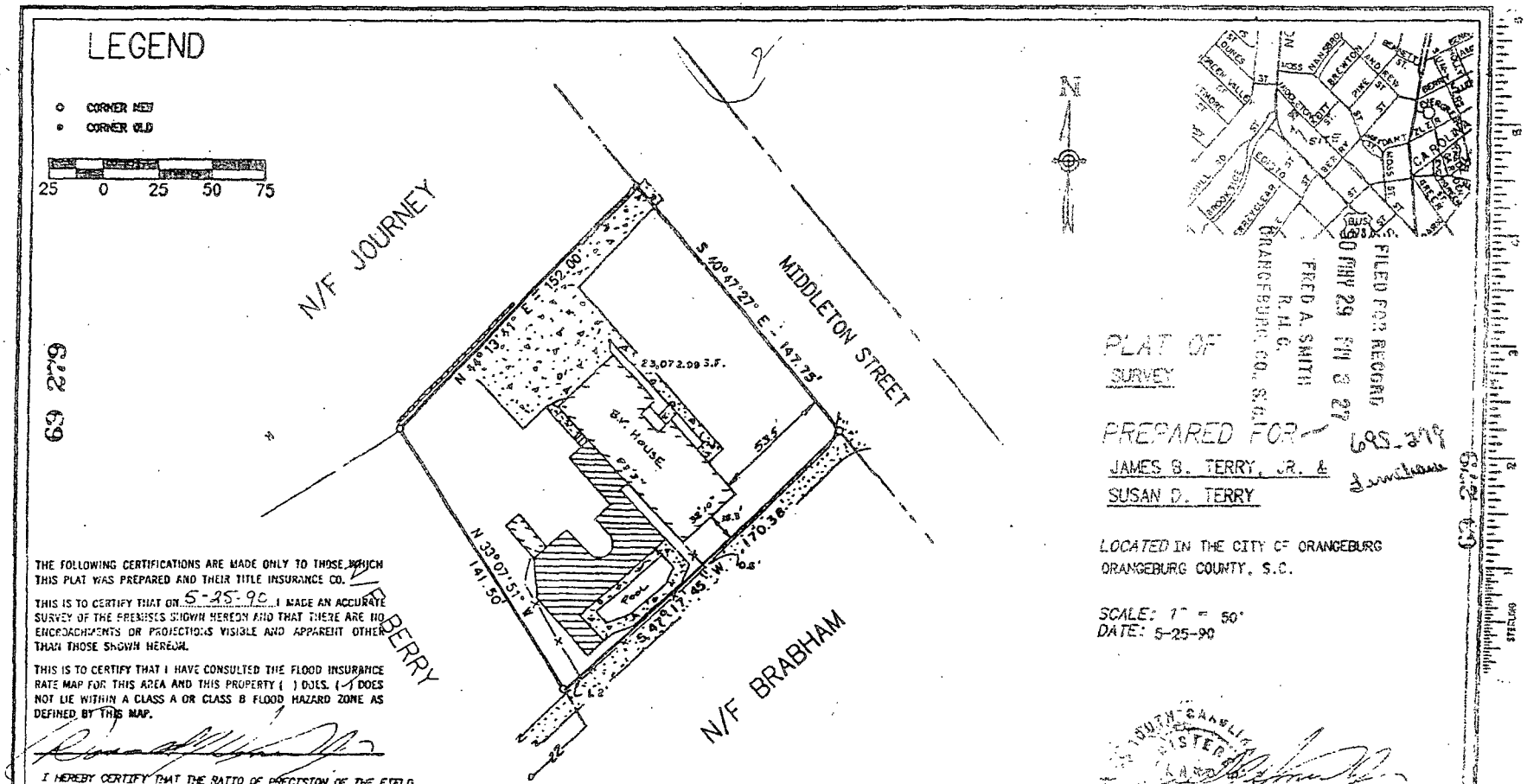

LEGEND
CORNER NEW
CORNER OLD
25 0 25 50 75
N/F JOURNEY
MIDDLETON STREET
N/F BRABHAM
N/F BERRY
N 34°13'31" E 152.00'
S 40°47'27" E 147.75'
N 33°07'51" W 141.50'
S 42°17'45" W 170.36'
23,072.09 S.F.
B.V. House
Pool
53.5'
38.0'
38.8'
69 2/3
69 2/3
N
PLAT OF
SURVEY
PREPARED FOR
JAMES B. TERRY, JR. &
SUSAN D. TERRY
LOCATED IN THE CITY OF ORANGEBURG
ORANGEBURG COUNTY, S.C.
SCALE: 1" = 50'
DATE: 5-25-90
FILED FOR RECORD
2000 MAY 29 PM 2 27
FRED A. SMITH
R.M.C.
ORANGEBURG CO., S.C.
THE FOLLOWING CERTIFICATIONS ARE MADE ONLY TO THOSE WHICH THIS PLAT WAS PREPARED AND THEIR TITLE INSURANCE CO.
THIS IS TO CERTIFY THAT ON 5-25-90 I MADE AN ACCURATE SURVEY OF THE PREMISES SHOWN HEREON AND THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS VISIBLE AND APPARENT OTHER THAN THOSE SHOWN HEREON.
THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP FOR THIS AREA AND THIS PROPERTY ( ) DOES. (/) DOES NOT LIE WITHIN A CLASS A OR CLASS B FLOOD HAZARD ZONE AS DEFINED BY THIS MAP.
I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS GREATER THAN 1/10,000 AND THE AREA WAS DETERMINED BY THE DMD METHOD OF AREA CALCULATION.
BASIS FOR NORTH IS MAGNETIC.
PROJ. NO. 3723
SOUTH CAROLINA REGISTERED
PREPARED BY: DONALD C. SMITH, JR., PRES.
ORANGEBURG, S.C.
DONALD C. SMITH, P.L.S. 9764

Exhibit 4

Site Provided by...
governmax.com

Parcel

Map # 1 of 1

Parcel ID	Map #	Parcel Address	Total Land & Improvements	Data as of
0358510	0152-11-07-001.000	2243 MIDDLETON ST N E,	$32,180	9/3/2011

Tabs
Parcel
Print View
Land
Improvements
Sales Disclosure
Value History
Tax Info. ⇨
Map Info. ⇨
Deed Image ⇨

Searches
Owner
Parcel ID
Address
Map #
Legal Desc.
Sales

Functions
Homepage
Property Search
Help
Feedback

Owner Information

Owner	CITY OF ORANGEBURG
Owner Address	P O BOX 1183 ORANGEBURG SC 29116
Transfer Date	01/17/2008
Document Reference No.	01247 0240

Location Information

GIS	0152-11-07-001.000	Section & Plat	
Township No.	001	Tax District No.	51
Parcel Address	2243 MIDDLETON ST N E,	Routing No.	01710814003000
Legal Acreage	.5360	Legal Desc.	1243 MIDDLETON ST N E 5100151201

Parcel Information

Zoning*	
Property Class Code	210-Res One Family Platted Lot
Neighborhood Code	5613 MOSS HEIGHTS
Street or Road Code	

Assessment Information

		Assessment Year - 2010	0
Owner Occupied Residential	0		
Lots	0	Market Value	0
Acres	0	Taxable Value	0
		Ratio	0.04
		Assessment	0
Other Property	0		
Lots	1	Market Value	$32,164
Acres	0	Taxable Value	$32,164

		Ratio	0.06
		Assessment	$1,930
Market Value Ag/MLD	0		
Lots	0	Market Value	0
Acres	0	Taxable Value	0
Use Value Ag/MLD	0		
Lots	0	Market Value	0
Acres	0	Taxable Value	0
		Ratio	0.04
		Assessment	0
		Total Assessment (NOT TAXES)	$1,930

*Contact zoning office for official zoning.

Print List First Previous Next Last

Land

Map # 1 of 1

Tabs
Parcel
Land
Print View
Improvements
Sales Disclosure
Value History
Tax Info. ⇒
Map Info. ⇒
Deed Image ⇒

Searches
Owner
Parcel ID
Address
Map #
Legal Desc.
Sales

Functions
Homepage
Property Search
Help
Feedback

Parcel ID	Map #	Parcel Address	Total Land & Improvements	Data as of
0358510	0152-11-07-001.000	2243 MIDDLETON ST N E,	$32,180	9/3/2011

Land Description

Total Acreage	.5360
Legal Description	1243 MIDDLETON ST N E 5100151201

Land Type - AG Current Use Program

Dimensional Attribute			Valuation
Effective Frontage	.0	**Actual Frontage** .0	
Effective Depth	.0		
Acreage	.52		
Square Footage	22651.00		
Soil ID	CAEC		

Land Type - L1 Regular Lot

Dimensional Attribute			Valuation
Effective Frontage	145.0	**Actual Frontage** 147.0	
Effective Depth	161.0		
Acreage	.54		
Square Footage	23348.00		
Soil ID	CAEC		

Print List First Previous Next Last

Improvements

Tabs
Parcel
Land
Improvements
Print View
Sales Disclosure
Value History
Tax Info. ⇒
Map Info. ⇒
Deed Image ⇒

Searches
Owner
Parcel ID
Address
Map #
Legal Desc.
Sales

Functions
Homepage
Property Search
Help
Feedback

Parcel ID	Map #	Parcel Address	Total Land & Improvements
0358510	0152-11-07-001.000	2243 MIDDLETON ST N E,	$32,180

Improvements

View	Improvement Type Code	Use Code Description	Building No.	ID No.	Constructed Year	Square Footage
	FENCERES	Residential Fencing	R01	01	1970	
	PAV	Residential Paving	R01	02	1970	
	POOL	Residential Pool In Ground	R01	03	1970	

Print List First Previous Next Last

Sales Disclosure

Map # 1 of 1

Tabs
Parcel
Land
Improvements
Sales Disclosure
Print View
Value History
Tax Info. ⇨
Map Info. ⇨
Deed Image ⇨

Searches
Owner
Parcel ID
Address
Map #
Legal Desc.
Sales

Functions
Homepage
Property Search
Help
Feedback

Parcel ID	Map #	Parcel Address	Total Land & Improvements	Data as of
0358510	0152-11-07-001.000	2243 MIDDLETON ST N E,	$32,180	9/3/2011

Sale Information for 01/17/2008

Grantor	CHARKRABARTI AJOY G & SUKLA	**Document Reference No.**	01247 0240
AV-Land	$0.00		
AV-Improvements	$0.00		
AV-Total	$0.00	**Transfer of Entire Parcel**	Y
Date of Sale	01/17/2008		
Total Sale	$500.00	**Recent Physical Changes**	N
Type of Deed	S	**Splits**	

Sale Information for 02/12/2003

Grantor		**Document Reference No.**	971 129
AV-Land	$0.00		
AV-Improvements	$0.00		
AV-Total	$0.00	**Transfer of Entire Parcel**	Y
Date of Sale	02/12/2003		
Total Sale	$35,000.00	**Recent Physical Changes**	Y
Type of Deed	B	**Splits**	

Sale Information for 01/01/1996

Grantor		**Document Reference No.**	625 629
AV-Land	$0.00		
AV-Improvements	$0.00		
AV-Total	$0.00	**Transfer of Entire Parcel**	Y
Date of Sale	01/01/1996		
Total Sale	$170,900.00	**Recent Physical Changes**	Y
Type of Deed	B	**Splits**	

Print List First Previous Next Last

Value History

Tabs
Parcel
Land
Improvements
Sales Disclosure
Value History
Print View
Tax Info. ⇒
Map Info. ⇒
Deed Image ⇒

Parcel ID	Map #	Parcel Address	Total Land & Improvements	Data as of
0358510	0152-11-07-001.000	2243 MIDDLETON ST N E,	$32,180	9/3/2011

Value History

Assessment Date	Land Value	Dwelling Value	Other Value	Total Value	Description
10-04-2010				$32,164	-- Annual Roll

Searches
Owner
Parcel ID
Address
Map #
Legal Desc.
Sales

Functions
Homepage
Property Search
Help
Feedback

First Previous Next Last

ORANGEBURG COUNTY

Taxes Billed For Parcel ID: 0152-11-07-001.000 ----Click here to view tax map for this parcel.

Building a Brighter Future For Our Area!

Click here to close

* Tax bill information is updated between 5:00 & 5:30 pm daily.
* Bill to Names in Green indicate taxes are paid.
* Bill to Names in Red indicate taxes paid from Delq. Tax Sale.

Type: 91 = Real Estate 92 = Mobile Home

Bill to Name	Tax Receipt Year #	Type	District	Assessed Value	x	Millage	=	Gross Taxes	-	Homestead	-	Residential Tax Relief	=	Net Taxes Billed	Taxes Due
[illegible]	20071729527	91	51	2124	x	354.9	=	$753.81	-	$0.00	-	$0.00	=	$753.81	Paid
[illegible]	20061729747	91	51	2124	x	344	=	$730.66	-	$0.00	-	$0.00	=	$730.66	Paid
[illegible]	20051729846	91	51	2124	x	331	=	$703.04	-	$0.00	-	$0.00	=	$703.04	Paid
[illegible]	20041729950	91	51	2124	x	328.2	=	$697.10	-	$0.00	-	$0.00	=	$697.10	Paid
[illegible]	20031727031	91	51	1416	x	326.2	=	$461.90	-	$0.00	-	$206.74	=	$255.16	Paid
[illegible]	20021774999	91	51	1204	x	334.5	=	$402.74	-	$0.00	-	$215.52	=	$187.22	Paid
[illegible]	20011799517	91	51	7060	x	320.5	=	$2,262.73	-	$0.00	-	$716.00	=	$1,546.73	Paid
[illegible]	20001730228	91	51	7060	x	316.5	=	$2,234.49	-	$0.00	-	$716.00	=	$1,518.49	Paid
[illegible]	19991829070	91	51	7060	x	306.5	=	$2,163.89	-	$0.00	-	$716.00	=	$1,447.89	Paid
[illegible]	19981731976	91	51	7060	x	308.5	=	$2,178.01	-	$0.00	-	$716.00	=	$1,462.01	Paid
[illegible]	19971432769	91	51	5918	x	318.5	=	$1,884.88	-	$0.00	-	$732.00	=	$1,152.88	Paid
[illegible]	19961432450	91	51	5918	x	295	=	$1,745.81	-	$0.00	-	$636.00	=	$1,109.81	Paid
[illegible]	19958032398	91	51	5918	x	297	=	$1,757.65	-	$0.00	-	$664.00	=	$1,093.65	Paid

All information subject to disclaimer.

ORANGEBURG COUNTY ASSESSOR'S OFFICE

Sales History *Building A Brighter Future Our Citizens!!* 0152-11-07-001.000

Click here to close

The complete sales history for this parcel may not be available on this page.
A complete record is maintained in the Orangeburg County Register of Deeds Office.

DATE OF SALE	DEED		PLAT		SALE CLASS	SALE PRICE	PREVIOUS OWNER
	BOOK	PAGE	BOOK	PAGE			
6/1/1983	0480	0241	26	99	0	122,500	VARN LUCIOUS P
5/1/1990	0558	1187		279	0	185,000	COX EMILIE R
1/1/1996	0625	0629		279	0	170,900	TERRY JAMES B JR/SUSAN D
2/12/2003	0071	0129		279	0	35,000	SINGLETON JOE F & EVELYN

Information current as of: 8/13/2007.
Last reassessment: 2003

All information subject to disclaimer.

Exhibit 5

DARBY HOME AND COMMERCIAL IMPROVEMENT
(803) 268-9818
388 Fair Street
Orangeburg, SC 29115

I, Thomas Darby, hereby contract the responsibility for reconstructing the burnt house at 2243 Middleton Street, Orangeburg, South Carolina to its original form including masonry, carpentry, roofing and cleaning to the extent of showing for selling.

I have been highly recommended by the previous owner, Mr. Joseph Singleton in the witness of Mr. Harry Bryant, the common attorney for closing the house. I personally showed enough confidence for rebuilding the house to Dr. Ajoy G. Chakrabarti, a long-term Professor of Biology at South Carolina State University. We have negotiated the building cost for a100% finished job for $50,000.00 ($15,000.00 – labor). The total $50,000.00 is to be payable in four (4) installments of $12,500 each. I must receive the building contract from the city office and receive satisfaction of all city and county codes. I will be liable to finish the entire job professionally within 90 days from the day the contract is signed by Dr. Chakrabarti , me and properly notarized. I will have the authority for choosing any vendor for lowering cost for all supplies and materials. The owner plans to move himself to this house and therefore he plans to choose the paint, tiles (kitchen and bathrooms), light fixtures, carpet, cabinets and countertops (if necessary), all inclusive in the total cost of the accepted bid of fifty thousand dollars.

The owner will release the first $12,500 upon the start date of this contract. The second payment will be made after the first quarter work is done which consists of reframing back wall, reframing burnt studs, reframing of exterior wall, framing the roof and flooring in kitchen, the floor above the kitchen with an estimate of $12,000.00 for this quarter's work. The third payment will be made after the completion of the second quarter which includes securing plywood, felt and shingles on the roof, enclosing the back half of the house, replacing picture window, resurfacing bricks, replacing kitchen windows, replacing rear door and other broken windows and finishing off the roof. The third quarter consists of replacing sheetrock, installing kitchen cabinets, replacing kitchen and den flooring, painting interior, replacing vinyl siding, front and rear damaged vinyl, insulating all interior walls and attic, replacing inside doors that have been burnt or broken. The total estimate is $15,000.00. The final payment will be paid upon conclusion of owner's satisfactory finished job.

The owner, Dr. Chakrabarti, or his family should be able to visit the progress of work without any problem. I promise to replace all damaged building materials and accessories by new ones so that the house will be free of smoke smell and free of physical hazard. Dr. Chakrabarti has not shopped for any bid for his current financial obligations. I promise him however to offer him the best of my expertise so that he rehires me for future building work. All my works should have one (1) year warranty from final day of finishing the building and a turn-key job.

The Breach of Trust or the Break of contract will cause legal action.

Thomas Darby
Contractor

4/10/03
Date

Dr. Ajoy G. Chakrabarti
Owner

4/10/03
Date

SWORN TO before me this 10th
day of April, 2003

Notary Public for South Carolina
My Commission Expires: 4-9-11

A & J Remodeling & Construction Company

330 Woodbine Drive-Orangeburg, SC 29115
Home: (803) 534-7842 - Cell: (803) 873-7348

December 7, 2004

Ajoy G Chakrabrti
2243 Middleton St.
Orangeburg SC, 29115
Home: (803) 534-7478
Work: (803) 536-8996

Job consists of: Remodeling inside home

1. Rewiring entire home
2. Replacing all wiring and receptacles
3. Insulating all outside walls
4. Sheet rocking all walls
5. Sanding and smoothing dry walls
6. Blowing all ceiling
7. Painting all walls
8. Replacing all pluming
9. Reducking all AC ducts and boots
10. Checking all drain lines for clearance
11. Fire Protected Code
12. Restuding all walls where needed
13. Replacing headers where needed
14. Replacing laminated beams where needed
15. Customer is responsible for all ceiling fans where needed
16. Contractor is responsible for pulling permit

Michael Stroman, General Contractor agrees to be paid $10,000 to pull building permit and to see that the job is completed correctly.

Contractor and Dr. Chuck agree to pay half on:

1. All Carpet
2. Air Condition Unit
3. All appliances that's needed
4. Michael Stroman's agreement

19

A&J Remodeling & Construction Company

Continue
December 7, 2004

Contractor is responsible for cleaning area

10-year warranty on all carpentry, pluming, electrical and AC
Total cost Labor and Material.....$ 50,000
First Draw.....$ 10,000
Weekly installments every week (Until job is completed).....$ 7,000
First Payment start: December 7, 2004
Contractor has six months to complete job

Architecture Engineer and City Inspector required $ 80,000 for this job contract to be completed correctly or no building permit will be issue.

Material must be paid for before job is started and labor must be paid in weekly installments upon customer and contractor's agreement

Must be paid up front before job is started:
Michael Stroman.....$ 5,000
E-Nunk Architecture Engineer.....$ 7,000 — $ 2000.00 TYC
A&J Remodeling & Construction .....$ 10,000
Total.....$ 22,000

Customer [signature] Date 12-9-04

Contractor [signature] Date 12-9-04

2

Application for Building Permit

CITY OF ORANGEBURG, SOUTH CAROLINA

Permit #: 2003-105 Date: 4/07/2003 Tax Map Number: _____

Hereby make application for building permit as follows:

Owner: CHAKRABARTI, AJOY

Location: 2243 MIDDLETON ST

Owner's Address: _____

All Contractors and Sub-Contractors are Subject to be Licensed by The City of Orangeburg

Contractor OWNER ACTING AS CONTRACTO License #: _____ Zone: A-1

Architect: _____ Proposed Use & Occupancy: _____

Description of Work REPAIR BURNT HOUSE

Building Area Heated: _____ Exterior Wall Construction: _____

Number of Stories #: _____ Number of Fireplaces: _____ Est. Date of Completion: _____

Number of Rooms:

Living Room: _____ Dining Room: _____ Bedroom: _____ Kitchen: _____

Utility: _____ Bath: _____ Patio: _____ Den: _____

Type of Construction: _____ Type of Heat _____ Type of Fuel: _____

Total Estimated Cost: $50,000.00

ESTIMATED COST OF NEW CONSTRUCTION:

Residential: $0.00

Commercial: $0.00

ESTIMATED COST OF ADDITIONS:

Residential: $0.00

Commercial: $0.00

Construction: X Demolition: _____ Relocation: _____ Renovation or Repair $50,000.00

SUB-CONTRACTOR:	NAME	LIC #		NAME	LIC #
Carpenter:	THOMAS DARBY	S-036572	Masons:		
Dry Wall Installers:			Painters/Wallpaper Ins.:		
Electricians:	MYERS & SON ELECTRIC	S-009812	Plumbers:		
Floor Cov. Installers:			Roofers:		
HVAC Installers:	ORANGEBURG HEATING A	M-2184	Stucco Installers:		
Insulation Installers:			Siding Installers:		
Other:			Other:		

It is understood in issuing this permit, that said building, additions or repairs, will in every particular strictly conform to the provisions of all ordinances of the city, and to the requirements of all applicable codes.

Location Sketch Furnished _____ _____ Signature of Applicant

Approved YES _____ City Building Official

Date: 4/07/2003 Charge: $202.00

NOTE: Void if work is not started in 60 days from this date.

CITY OF ORANGEBURG, SOUTH CAROLINA

No. 03-105 Date April 7, 2003 Tax Map Number 0152-11-07-001

I hereby make application for building permit as follows: Fire District Number

Owner Ajoy Chakrabarti Zone

Location 2248 Middleton ST School District Number

Owner's Address

All Contractors and Sub-Contractors Are Subject To Be Licensed By The City of Orangeburg

Contractor Owner Only, Myers + Don Fleeton, Arbor Heating + Cooling

Architect

Proposed Occupancy

Description of work Repair Burnt House (House not to be sold or rented for 2 years after completion

Building Area Heated Unheated

Exterior Wall Construction

Number of Stories Number of Fireplaces

~~Estimated~~ date of Completion Ext. June 2, 2003, Int. August 1, 2003

Number of Rooms: Living Room Dining Room Bedroom

Den Kitchen Utility Bath Patio

ESTIMATED COST OF NEW CONSTRUCTION:

Residential

Commercial

MOVE DEMOLISH

ESTIMATED COST OF ADDITIONS:

Residential

Commercial

Renovation or Repair 50,000.00

Type of Construction: Frame ( ) Metal ( ) Wood ( ) Other ( )

Type of Heat

Type of Fuel

SUB-CONTRACTOR	NAME	LICENSE DATE	ADDRESS
Plumbing			
Electrical	Myers		
Heating	Arbor		
Air Condition			

Graph Sheet Showing Location: Yes No

It is understood in issuing this permit, that said building, additions or repairs, will in every particular strictly conform to the provisions of all ordinances of the city, and to the requirements of all applicable codes.

Location Sketch Furnished

Signature of Applicant

DEFENDANT'S EXHIBIT 21

roved Yes

City Building Official

Date April 7, 2003 Charge $202.00

NOTE: Void if work is not started in 60 days from this date.

152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING INSPECTIONS & CODE ENFORCEMENT

September 9, 2004

Mr. Ajoy Chakrabarti
225 Mason Dr.
Orangeburg, S.C. 29115

Dear Mr. Chakrabarti:

This letter will recap our meeting on this date concerning your property at 2243 Middleton St. The results of the meeting are as follows:

1. We will void your current building permit immediately.

2. It will be your responsibility to locate a licensed architect and have him evaluate the condition of the subject property. He will be required to submit a completed sealed plan of the work that needs to be accomplished to make this house safe and bring it up to building code requirements. This must be done within 30 days. Some time extension may be allowed, after a request stating the time required.

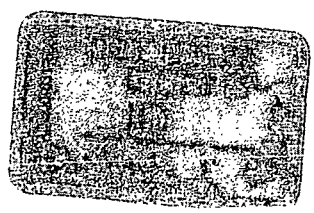
3. After a review of the plans and acceptance by the Building Official, a new permit will be issued to complete the required work.

4. In the mean time, the yard and swimming pool shall be maintained in accordance with the Orangeburg Code of Ordnances.

If you have any questions, please contact me.

Sincerely,

Elden E. (Gene) Nelson, II
Building Inspector



CITY OF ORANGEBURG, SOUTH CAROLINA

Permit #: 2005-43 Date: 12/07/2004 Tax Map Number: 0152-11-07-001.000

I hereby make application for building permit as follows:

Owner: AJOY CHAKRABRTI

Location: 2243 MIDDLETON ST. ORANGEBURG, S.C.

Owner's Address: 225 MASON DR. ORANGEBURG, S.C.

All Contractors and Sub-Contractors are Subject to be Licensed by The City of Orangeburg

Contractor MICHAEL STROMAN License #: 19239 Zone: _____

Architect: _____ Proposed Use & Occupancy: SINGLE FAMILY

Description of Work REPAIR

Building Area Heated: Y Exterior Wall Construction: _____

Number of Stories #: 2 Number of Fireplaces: _____ Est. Date of Completion: 6/1005

Number of Rooms:

Living Room: _____ Dining Room: _____ Bedroom: _____ Kitchen: _____

Utility: _____ Bath: _____ Patio: _____ Den: _____

Type of Construction: V Type of Heat _____ Type of Fuel: GAS

Total Estimated Cost: $30,000.00

ESTIMATED COST OF NEW CONSTRUCTION:

Residential: $0.00

Commercial: $0.00

ESTIMATED COST OF ADDITIONS:

Residential: $0.00

Commercial: $0.00

Construction: X Demolition: _____ Relocation: _____ Renovation or Repair $30,000.00

SUB-CONTRACTOR:	NAME	LIC #		NAME	LIC #
Carpenter:	ARTIS COULTER	12528	Masons:		
Dry Wall Installers:			Painters/Wallpaper Ins.:		
Electricians:	MYERS & SON	9812	Plumbers:	ABRAMS PLUMB	103001
Floor Cov. Installers:			Roofers:		
HVAC Installers:			Stucco Installers:		
Insulation Installers:			Siding Installers:		
Other:			Other:		

It is understood in issuing this permit, that said building, additions or repairs, will in every particular strictly conform to the provisions of all ordinances of the city, and to the requirements of all applicable codes.

Location Sketch Furnished _____ Signature of Applicant

Approved YES City Building Official

Date: 12/07/2004 Charge: $122.00

NOTE: Void if work is not started in 60 days from this date.

152 Market St., P.O. Drawer 387
Orangeburg, South Carolina 29115

Phone 803/533-6010 or 803/533-6052
Gene Nelson

BUILDING OFFICIAL & CODE ENFORCEMENT

June 13, 2005

To be Hand Delivered by DPS

Ajoy & Sukla Chakrabarti
225 Mason Dr.
Orangeburg, S. C. 29115

RE: 2243 MIDDLETON ST, ORANGEBURG, S.C. 29115
TAX #0152-11-07-001.000

NOTICE OF CONDEMNATION

Dear Mr. & Mrs. Chakrabarti:

After completing an inspection of the referenced building, I find it to be unsafe, unfit for human habitation, and a public nuisance. It is in violation of the 2000 International Property Maintenance Code Section 108.1.3. Two building permits have been issued on this building, one in April 2003 and a second one on December 7, 2004. City of Orangeburg, Code of Ordinances (Section 24-14.3) states that the building permit is good for six (6) months, and this time has now expired. Since it has been over two years that you have been working on this property, and it is still not completed, no more time can be allowed. I find that you also are in violation of Section 110.1 of the Property Maintenance Code and the principal residence must now be demolished (IPMC Section 110.1). You are hereby advised that, you must obtain a building permit and **demolish** the principal dwelling referenced on or before July 13, 2005. A condemnation notice has been posted on the property, and the city has closed the premises. You are also required to replace the pool liner and provide necessary repairs to the pump filter system in order to maintain the pool in a sanitary condition.

If you fail to demolish and make the necessary replacements and repairs by July 13, 2005, you will also be ticketed for the violations, and summoned to appear before the Municipal Judge. The fine could be as much as $200 per violation, per day. If you do not resolve these matters by July 13, 2005 the City of Orangeburg will demolish the principal dwelling, remedy the violations, and bill you for the work preformed. Failure to pay the bill within thirty (30) days will result in the charges being added as a lien to your tax bill, and the city will attempt to collect the costs by all available legal resources.

Also be advised, that it shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order have been complied with.

COPY

Any person directly affected by this decision shall have the right to appeal to the Construction Board of Appeals, provided that written application for appeal is filed within 20 days after the day this was served on you. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

Sincerely,

Elden E. (Gene) Nelson, II
Building Official

COPY

COPY

Louella Cleckley
803-536-3738

Maurice H. Cleckley
803-536-3738

ENDOR # 2524

GENERAL LEDGER # 010-80-8000-480

DESCRIPTION Demo. work at 2243 Middleton St.

C.P. Construction Inc.
572 Shadow Lawn Dr.
Orangeburg, SC 29115

Date Sept. 1, 05

APPROVED SIGNATURE

Lot and Land Clearing

1. Demolish and remove all building materials and trash associated with two story building at this location, leave smooth level condition for mowing.
$ 9200.00

2. Remove the vinyl lining swimming pool and fill in with dirt.
$ 1850.00

3. Remover of decking from the back
$ 975.00

Address: 2243 Middleton St.
Orangeburg, S.C 29115
Tax # - 0150-11-07-001.000

Permission from land owners to do this job

Name City of Orangeburg

Address 979 Middleton St.
Orangeburg, S.C

Phone Number 533 6010

Thank You

All jobs require 1/2 down deposit
Balance due when job is completed

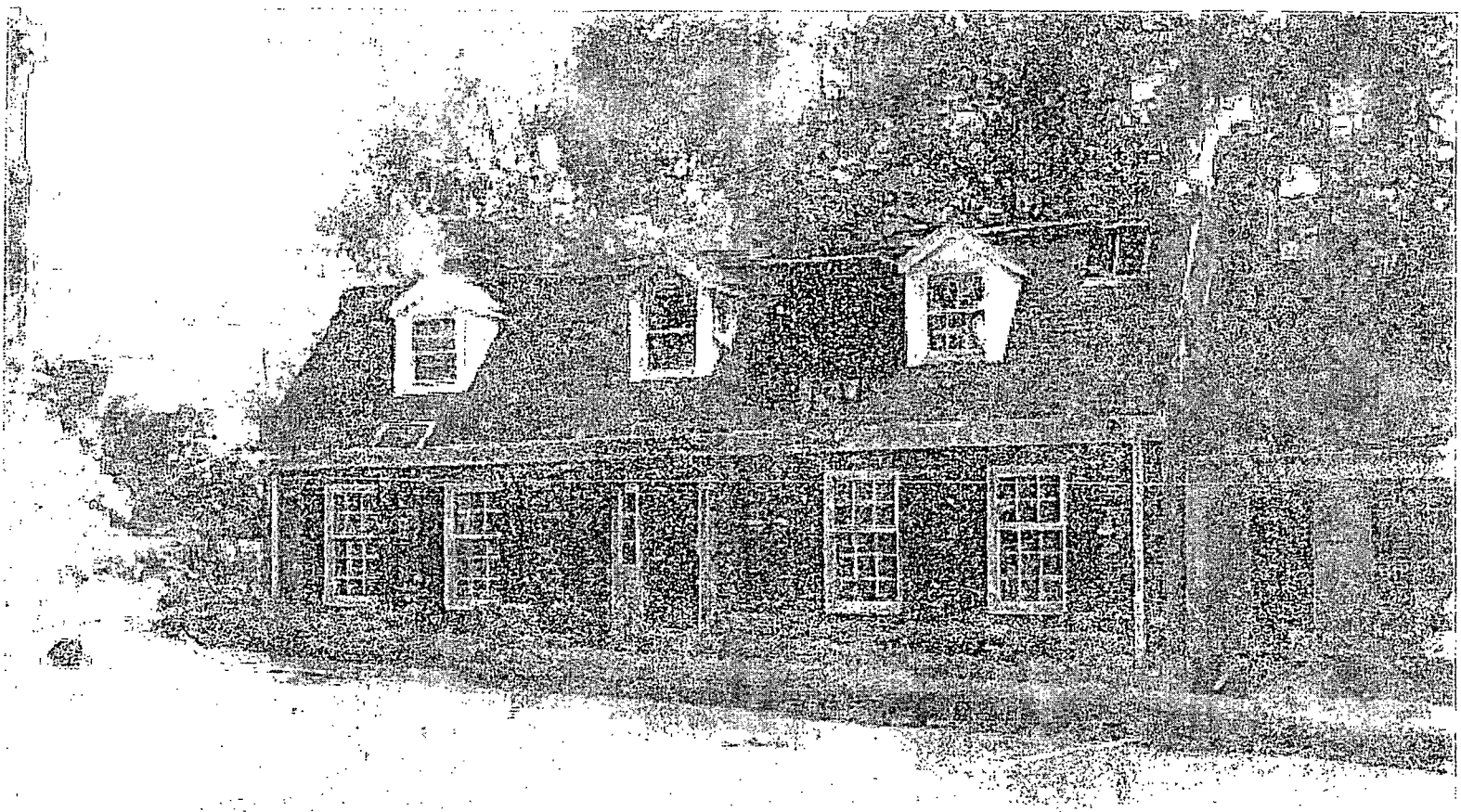
Total $ 12,025.00

328

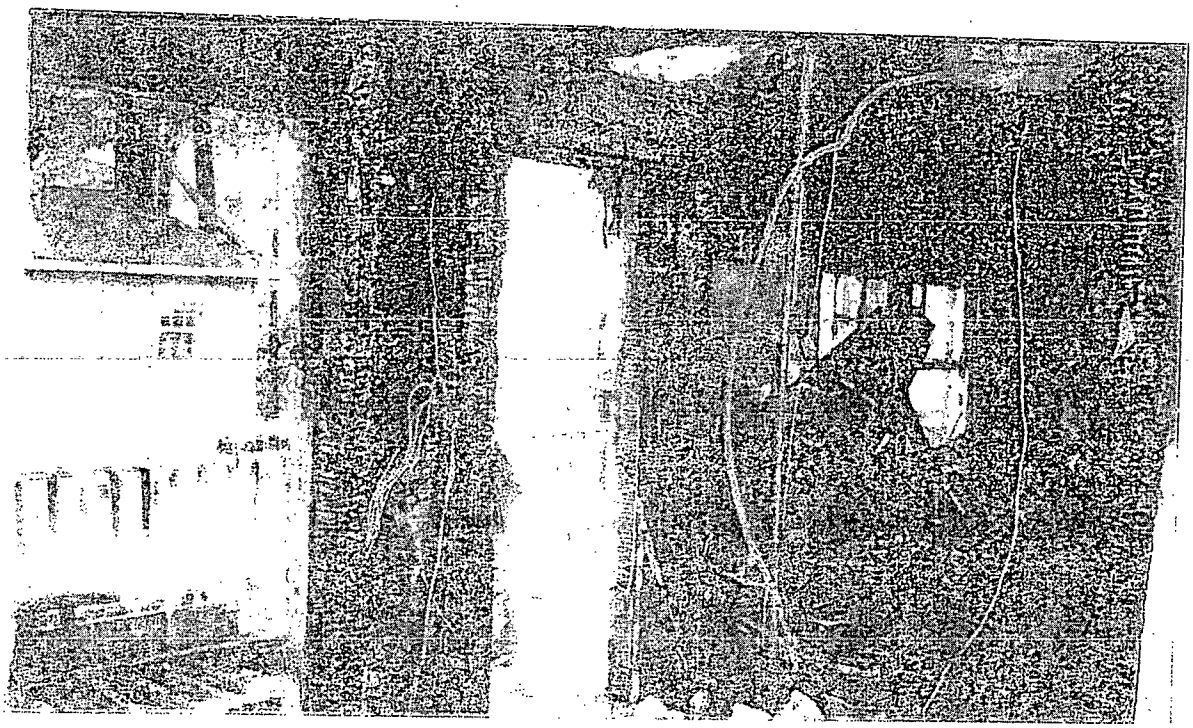
Exhibit 6

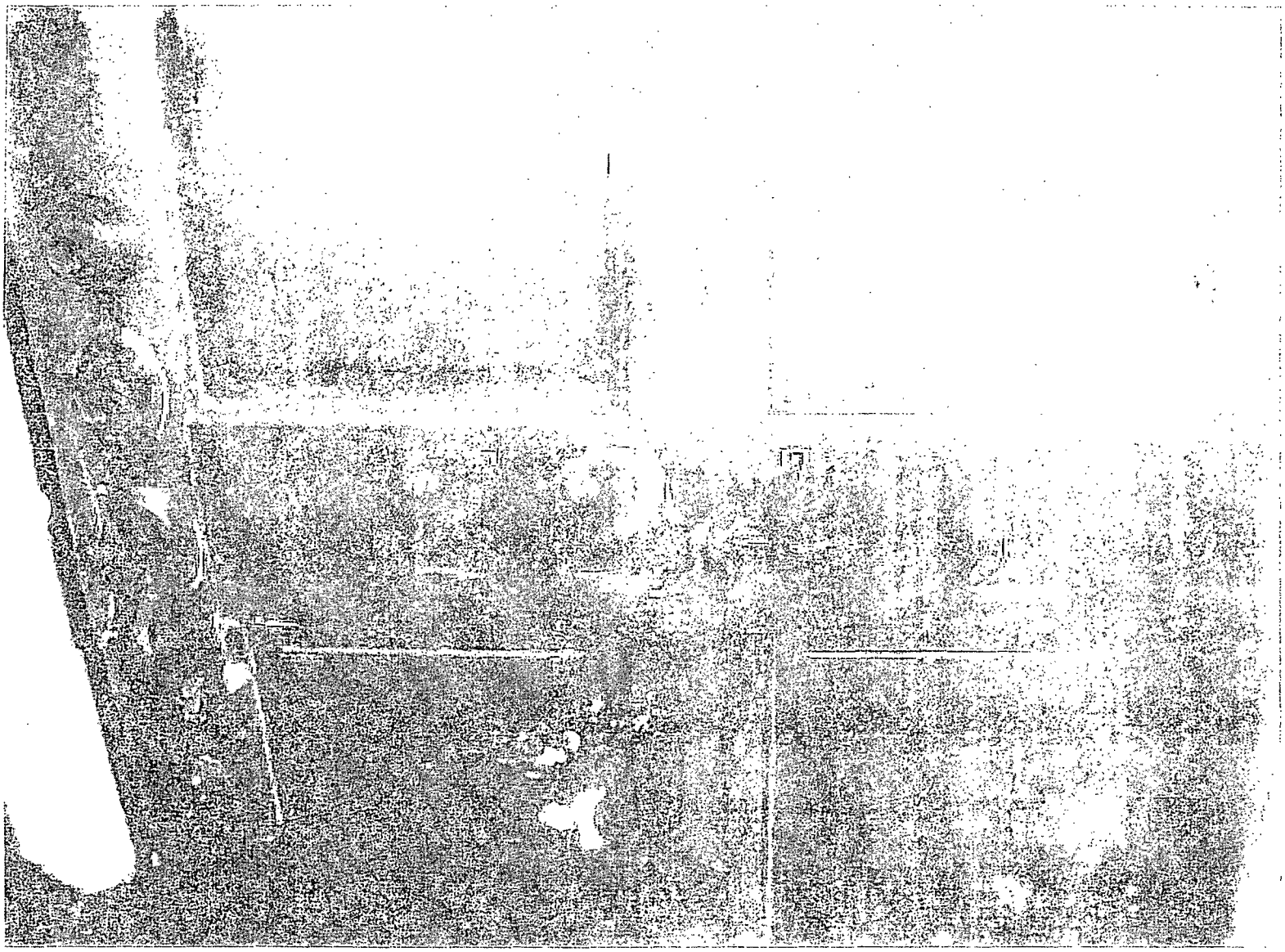




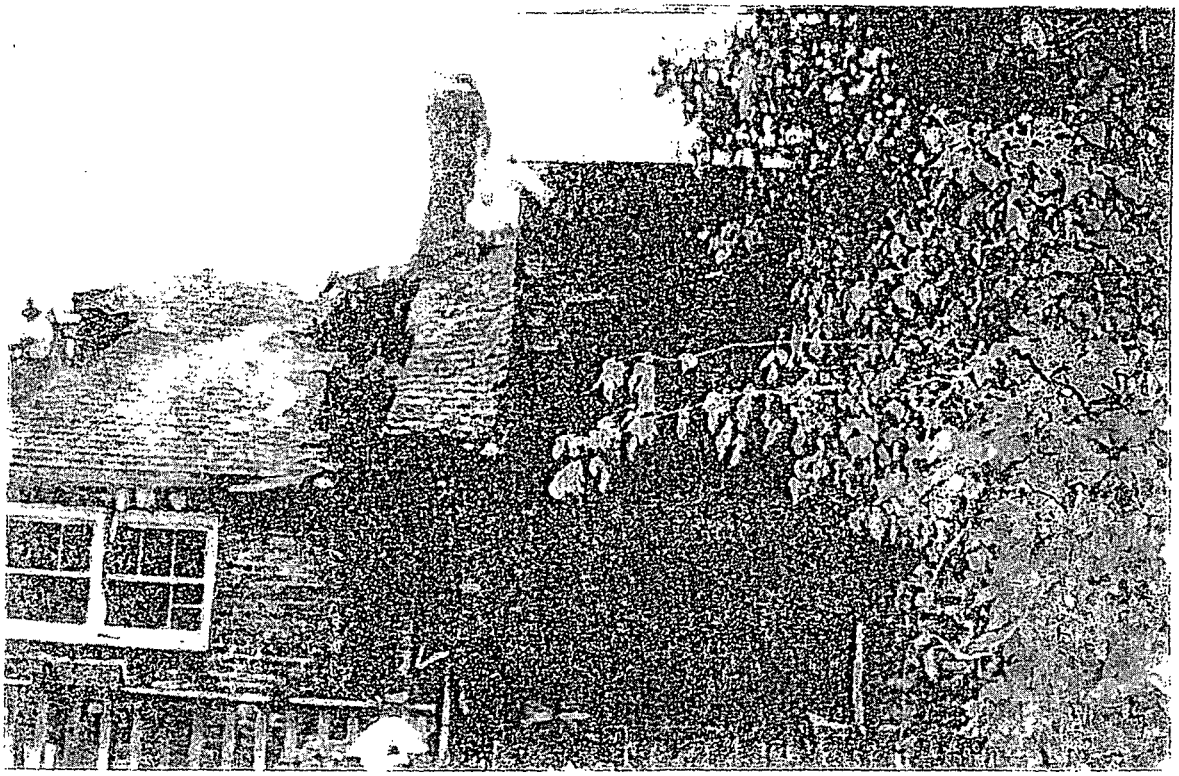


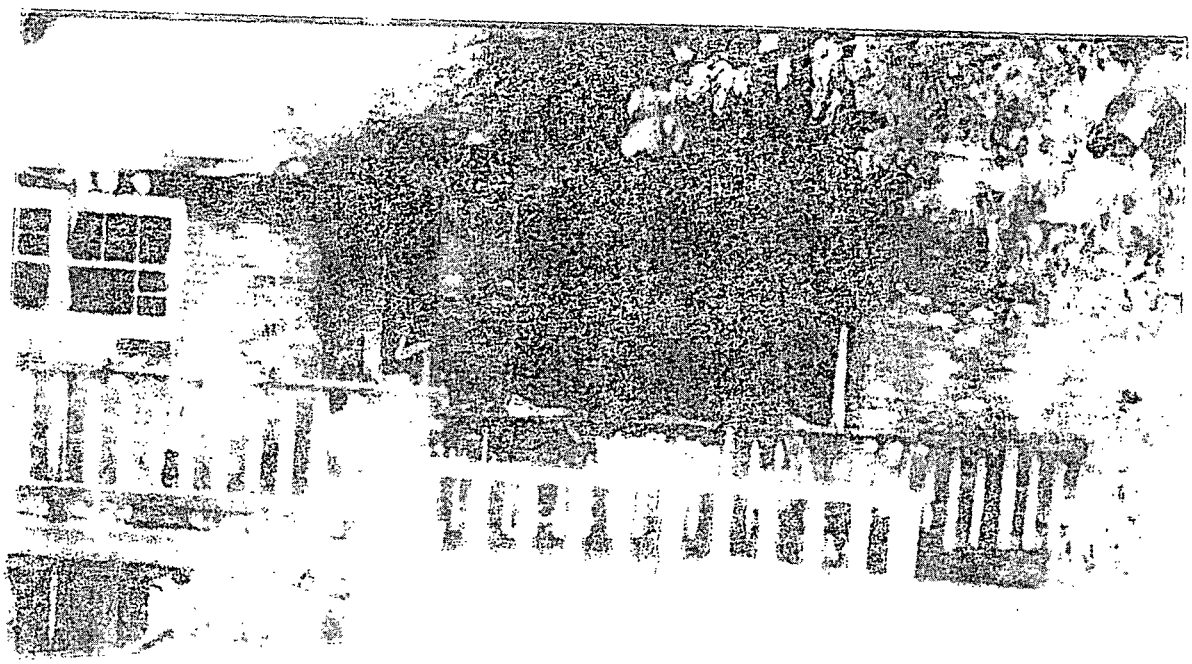




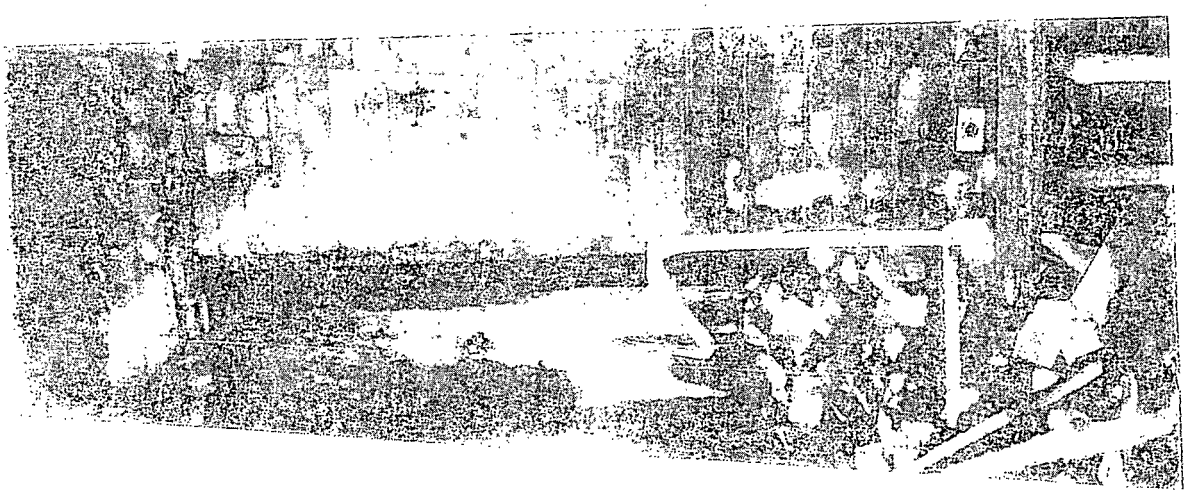


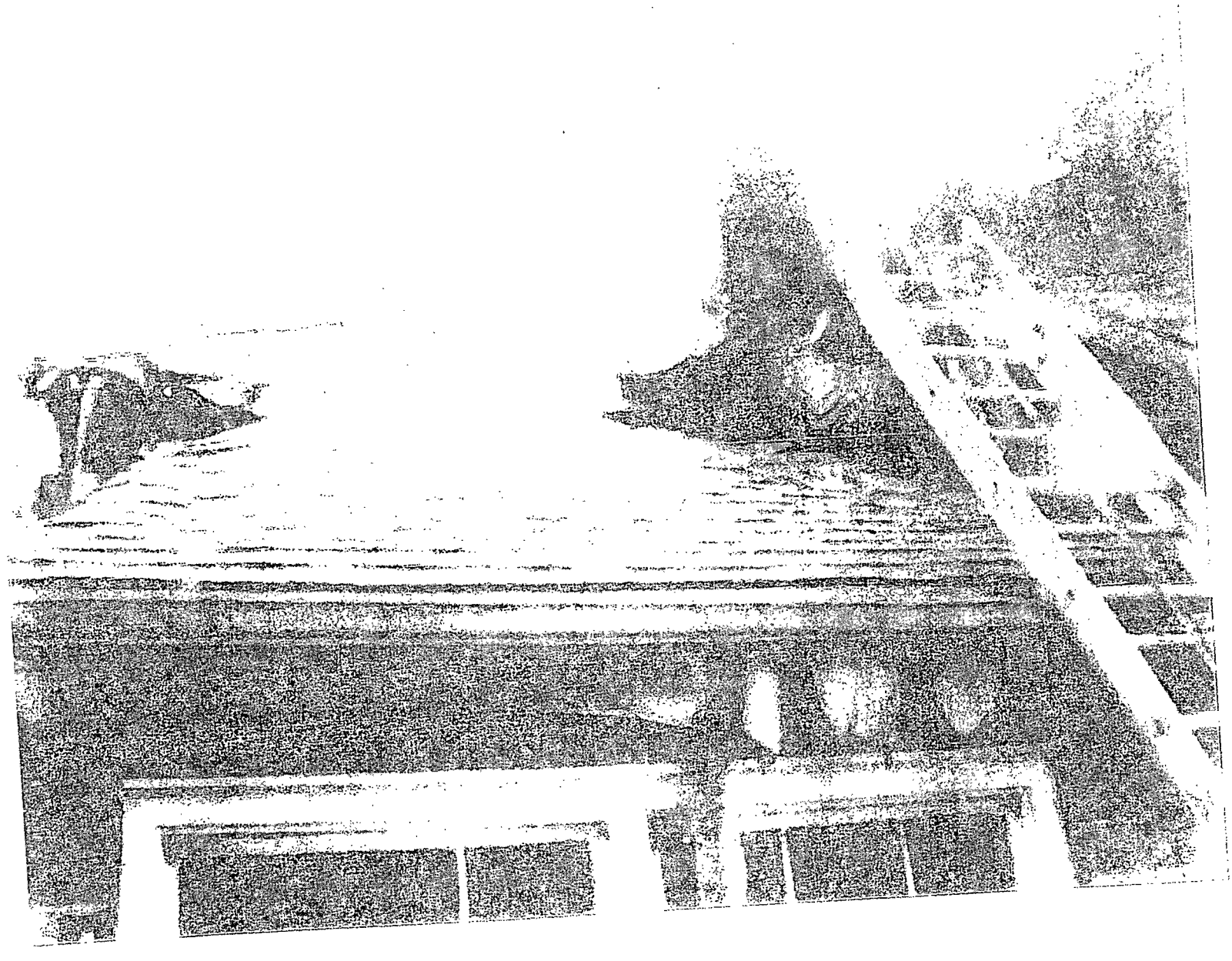




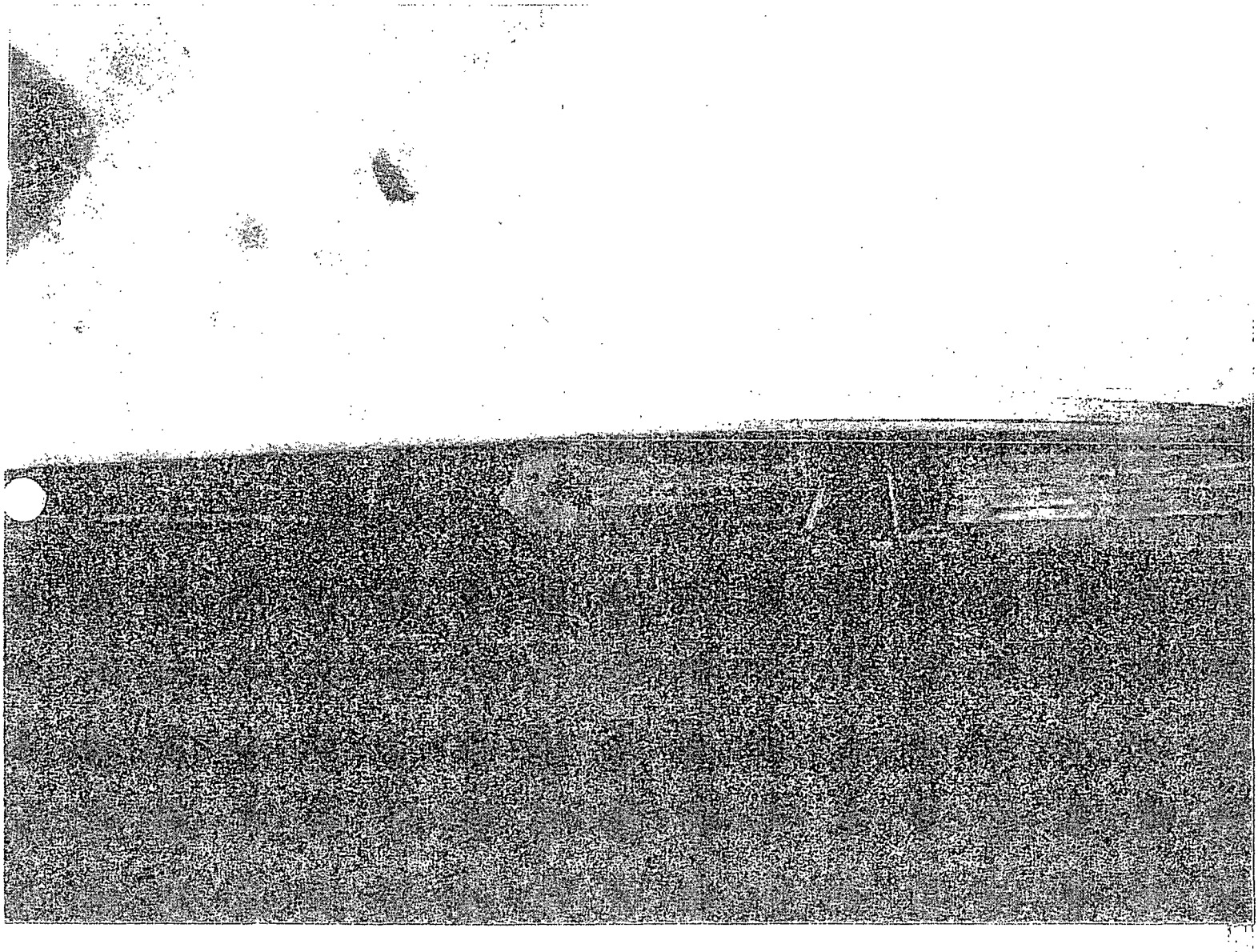


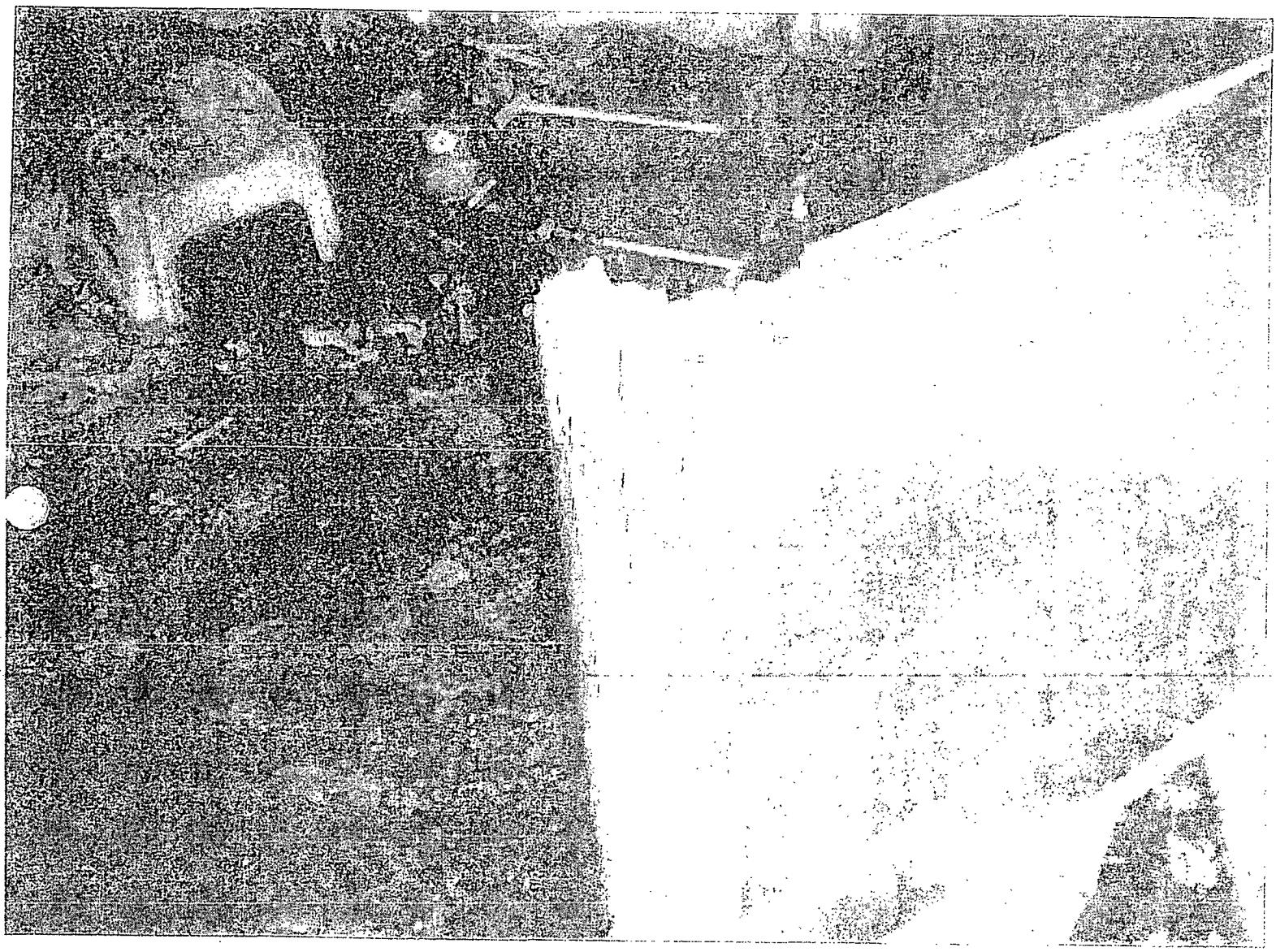


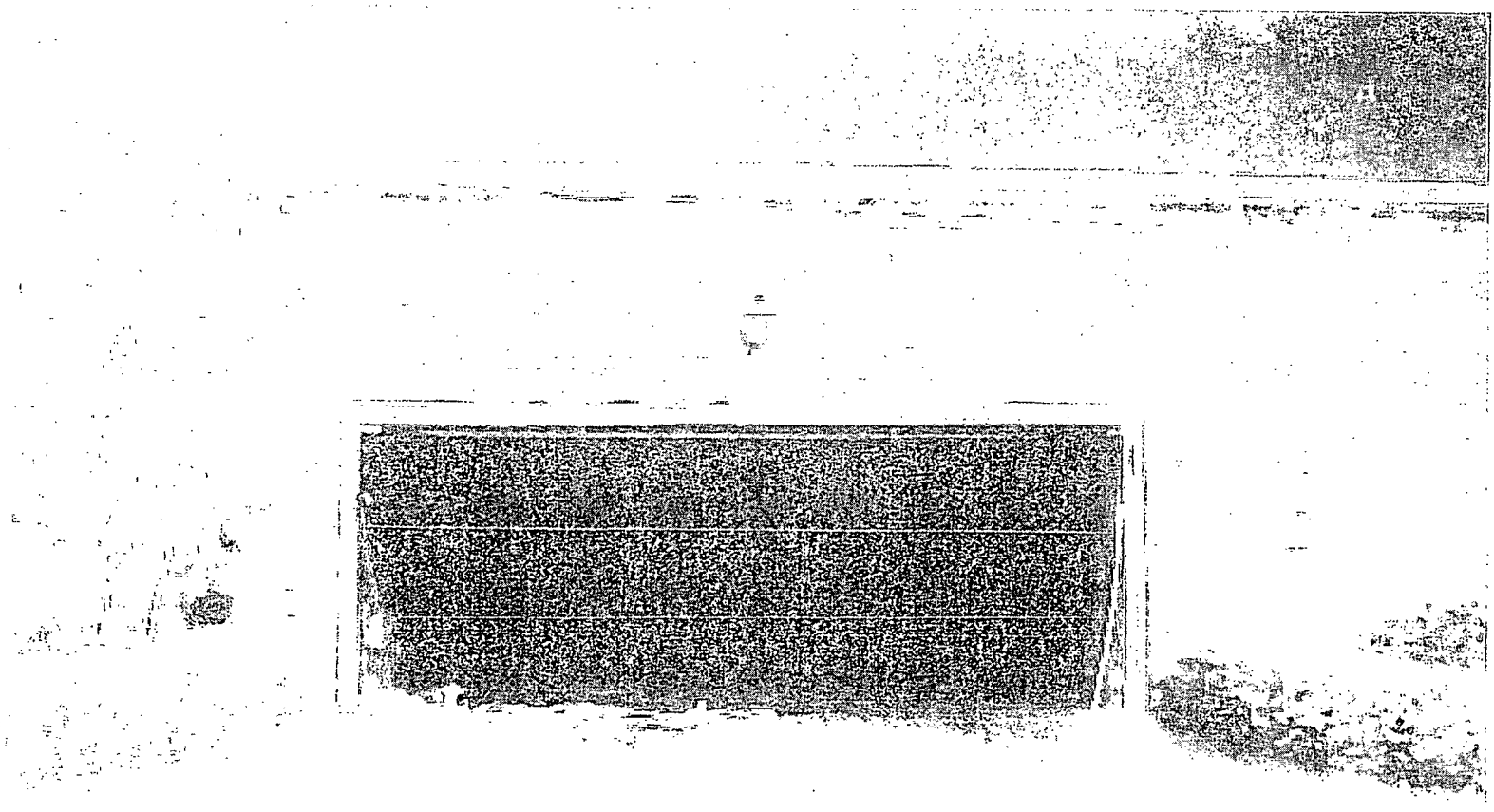




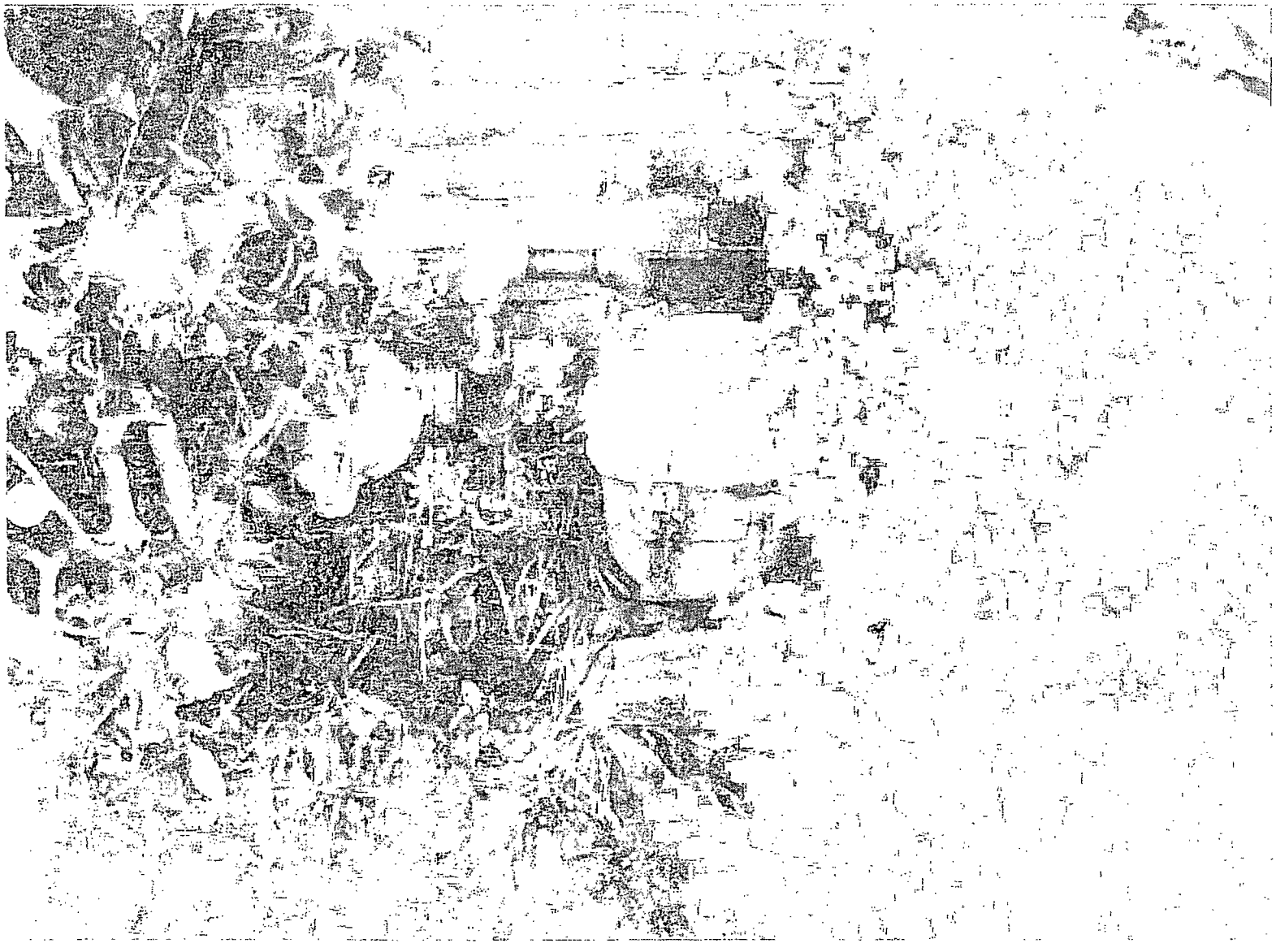


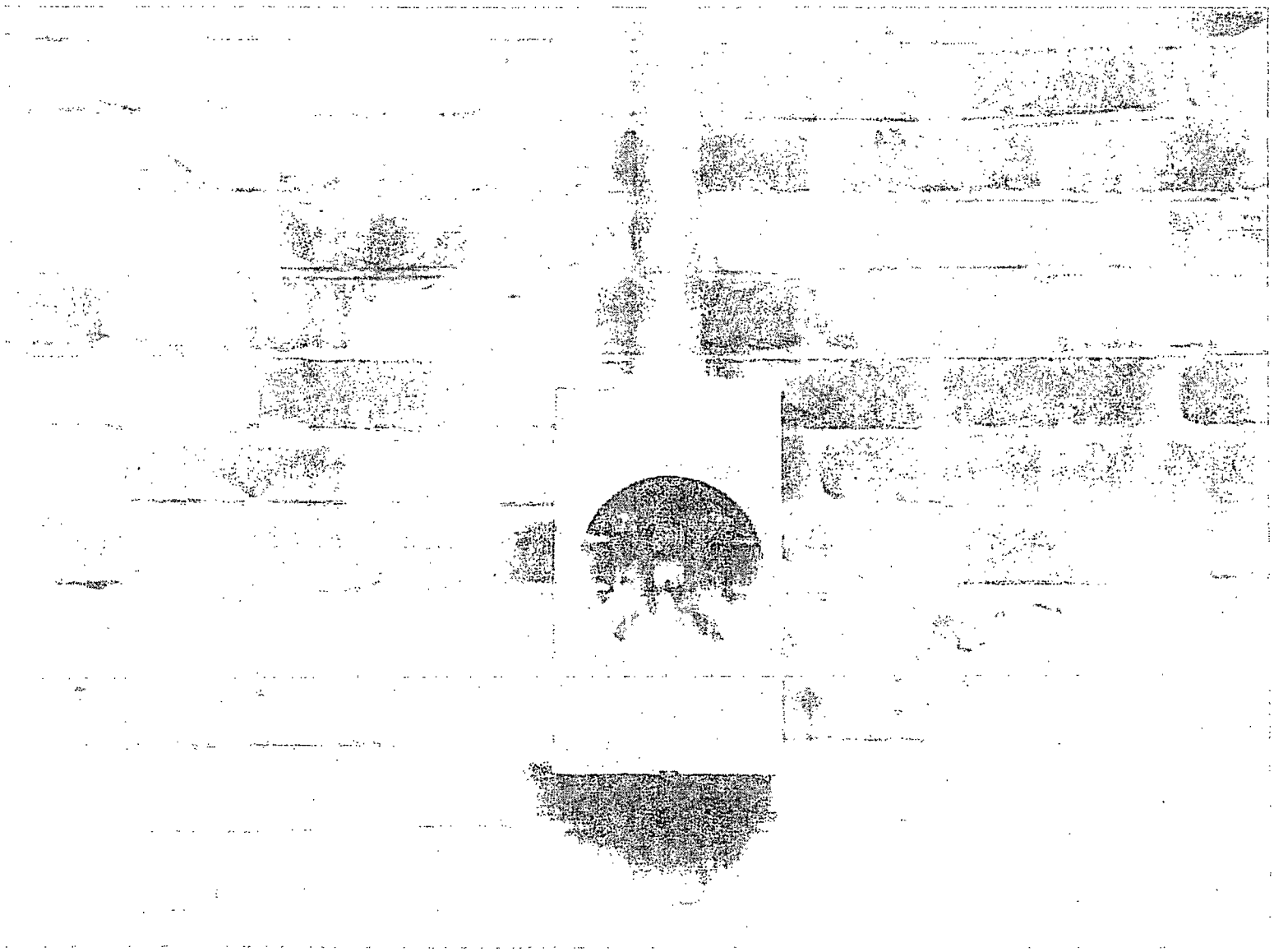


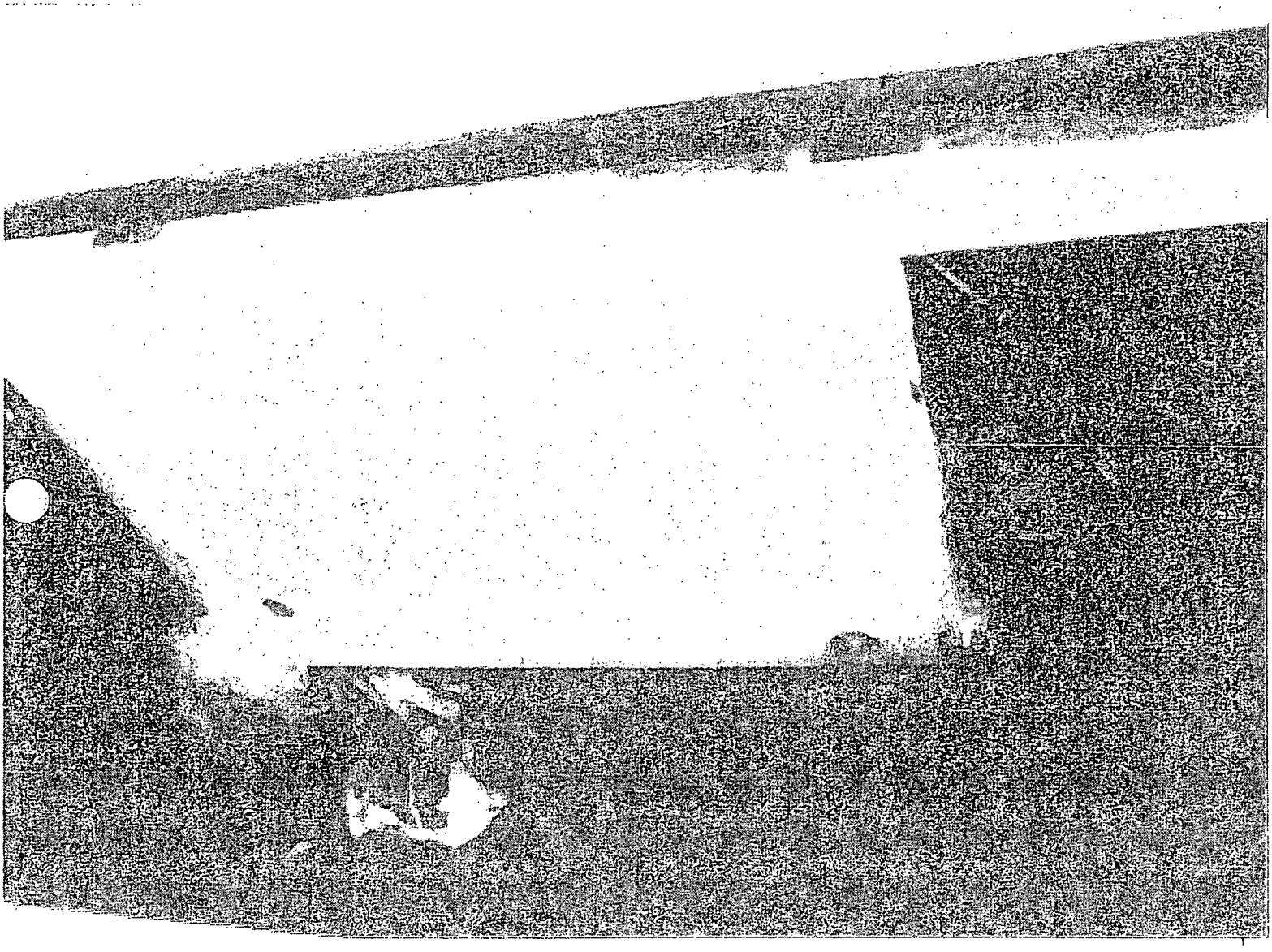


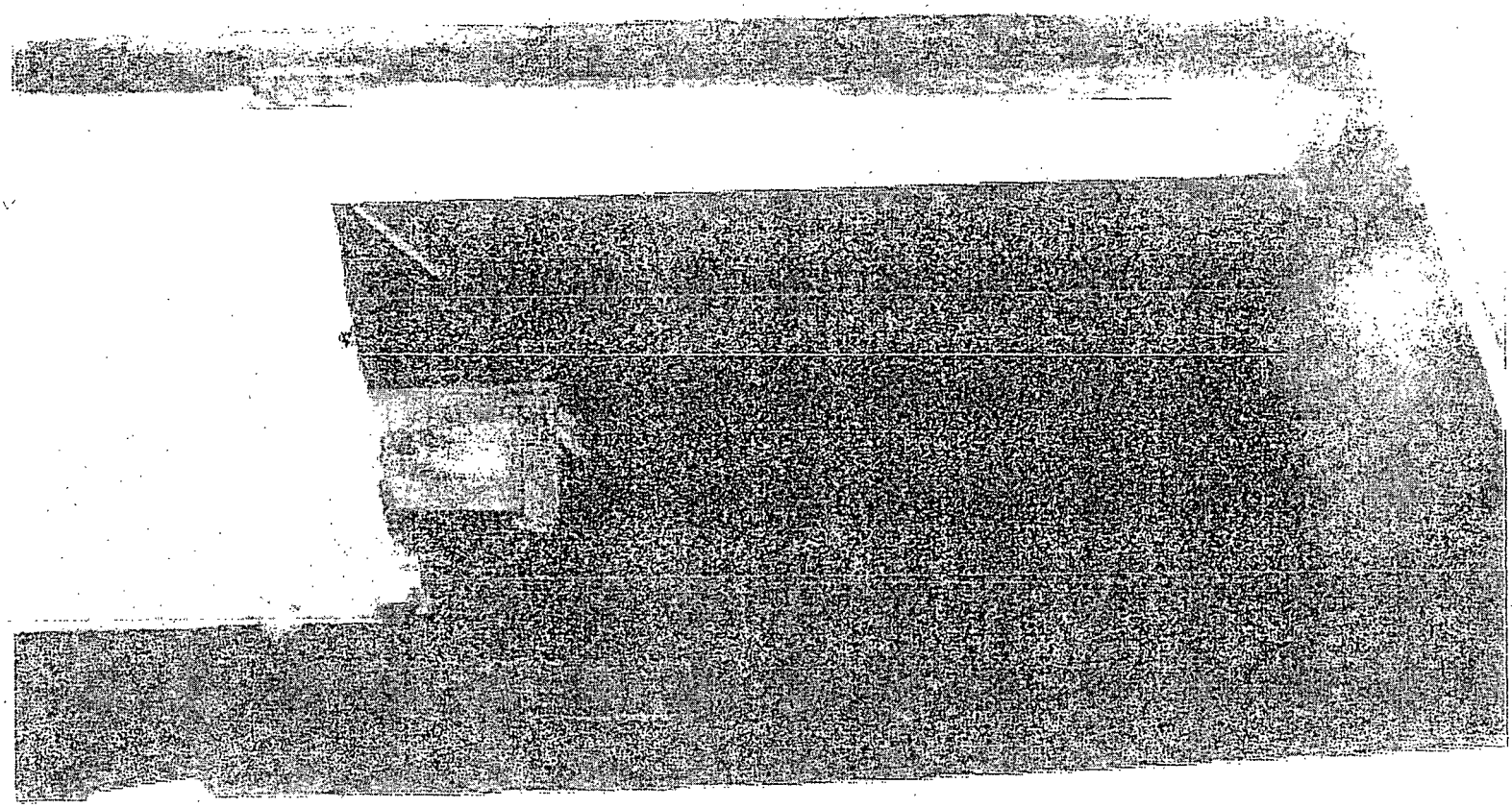


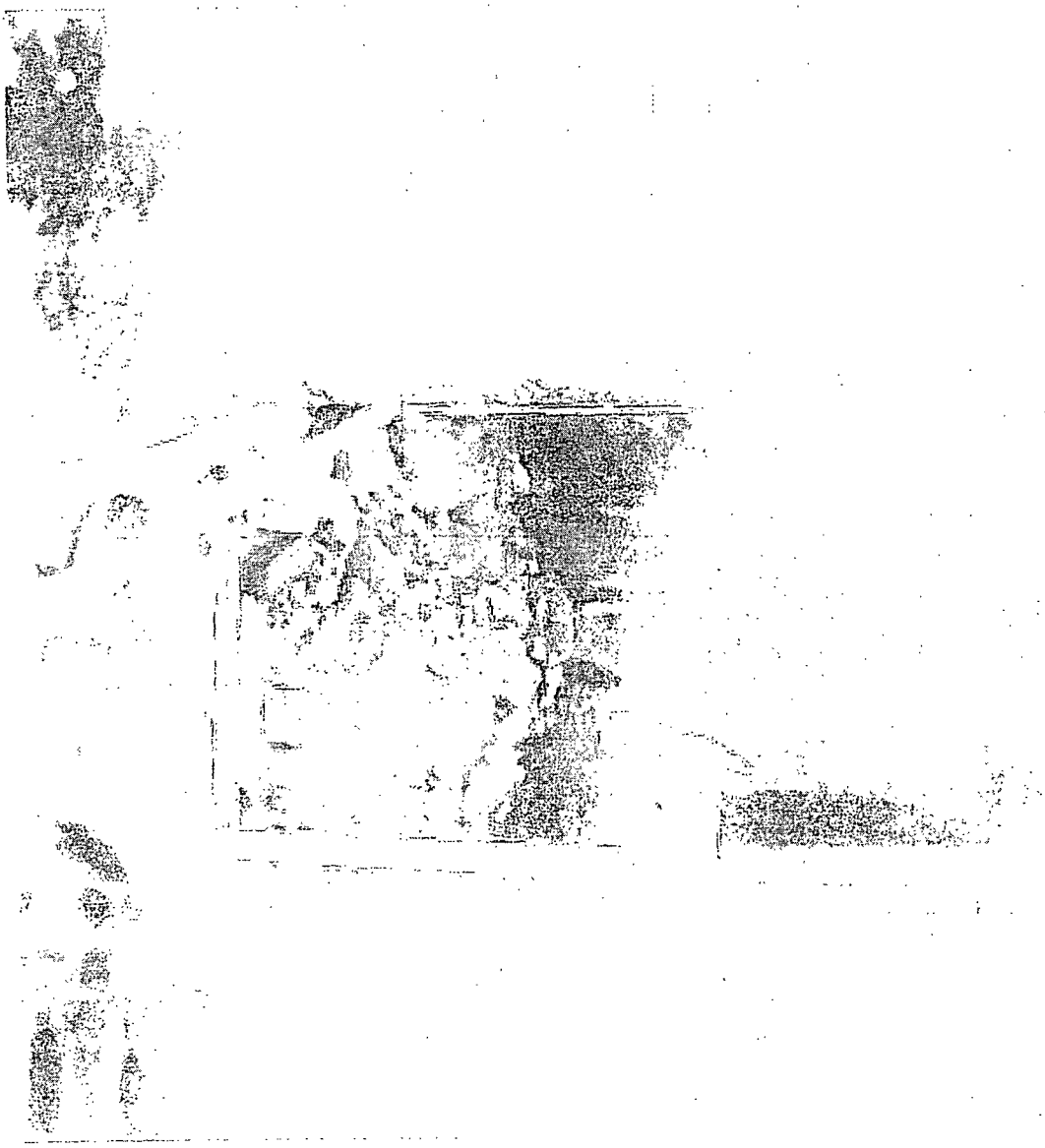


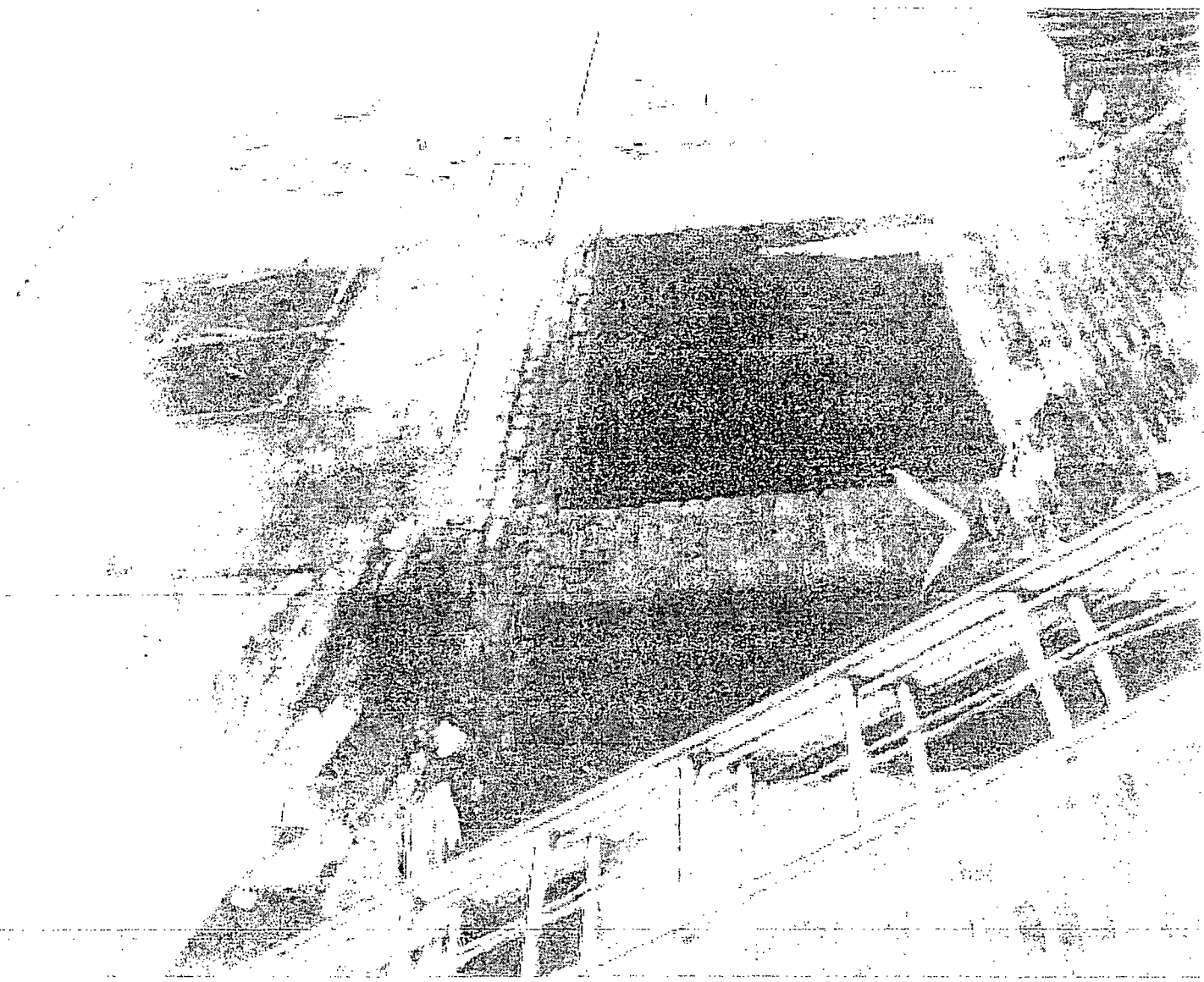


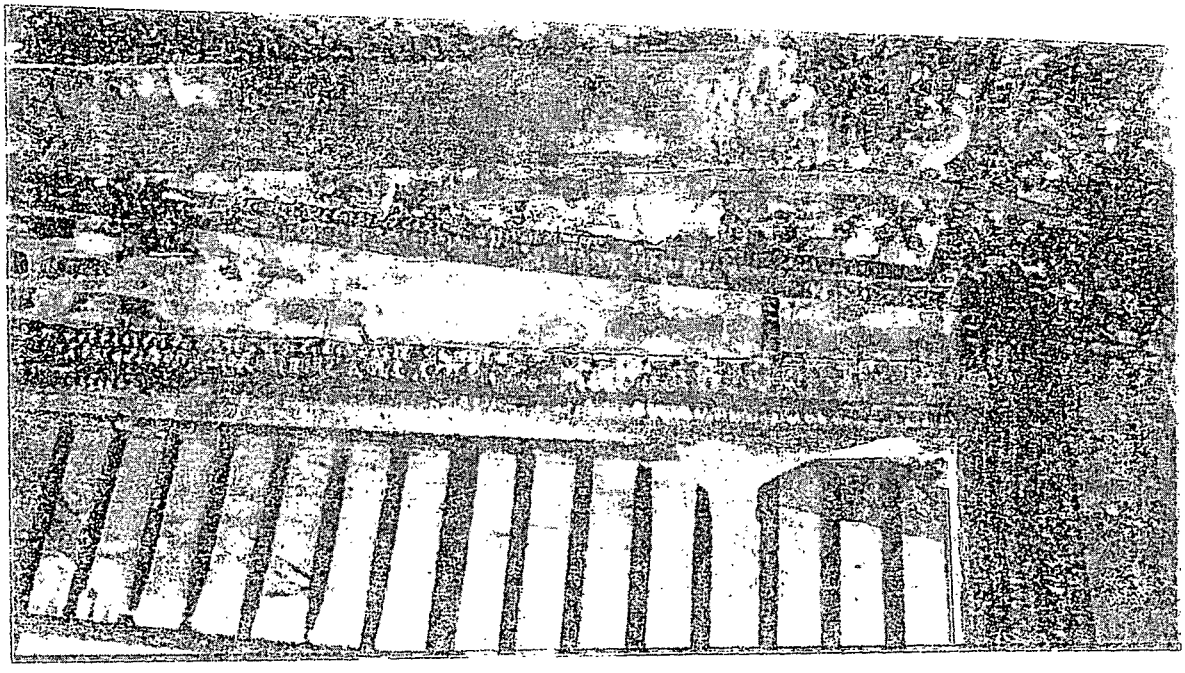


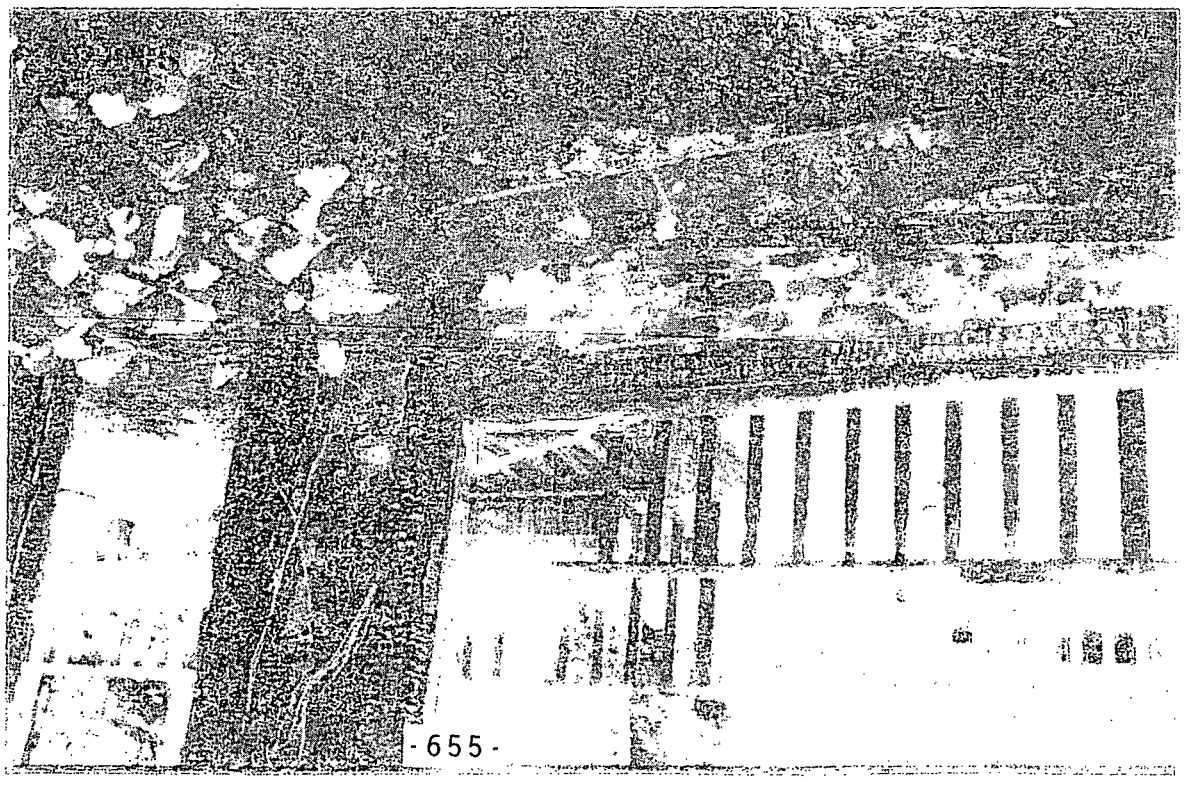


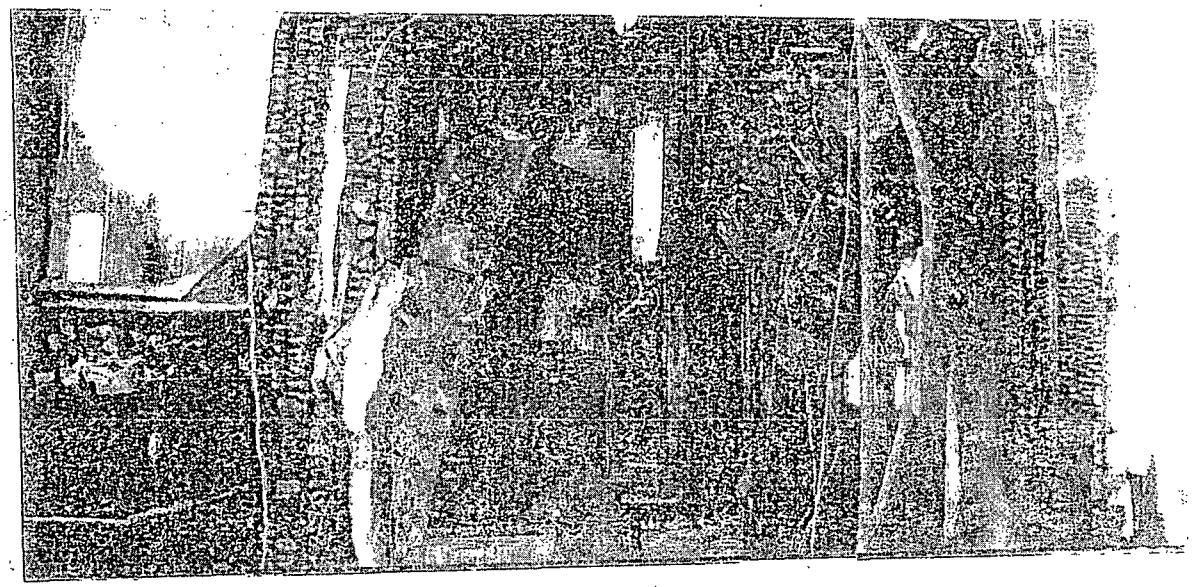


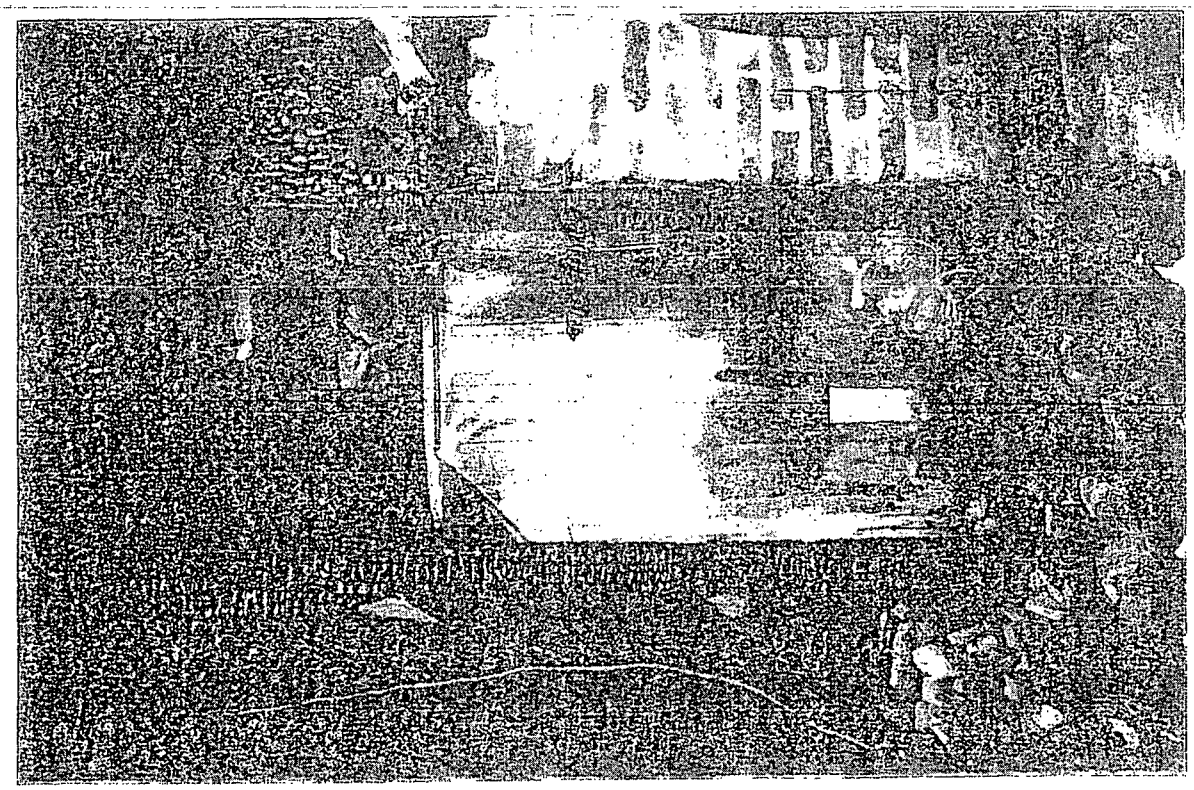


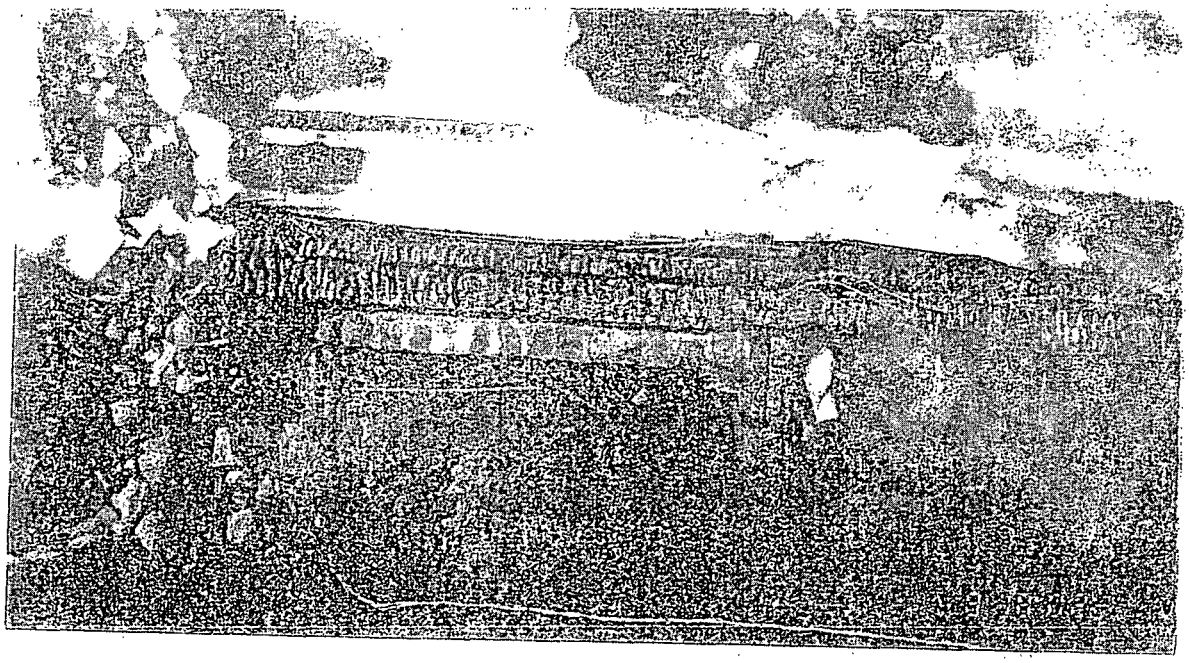












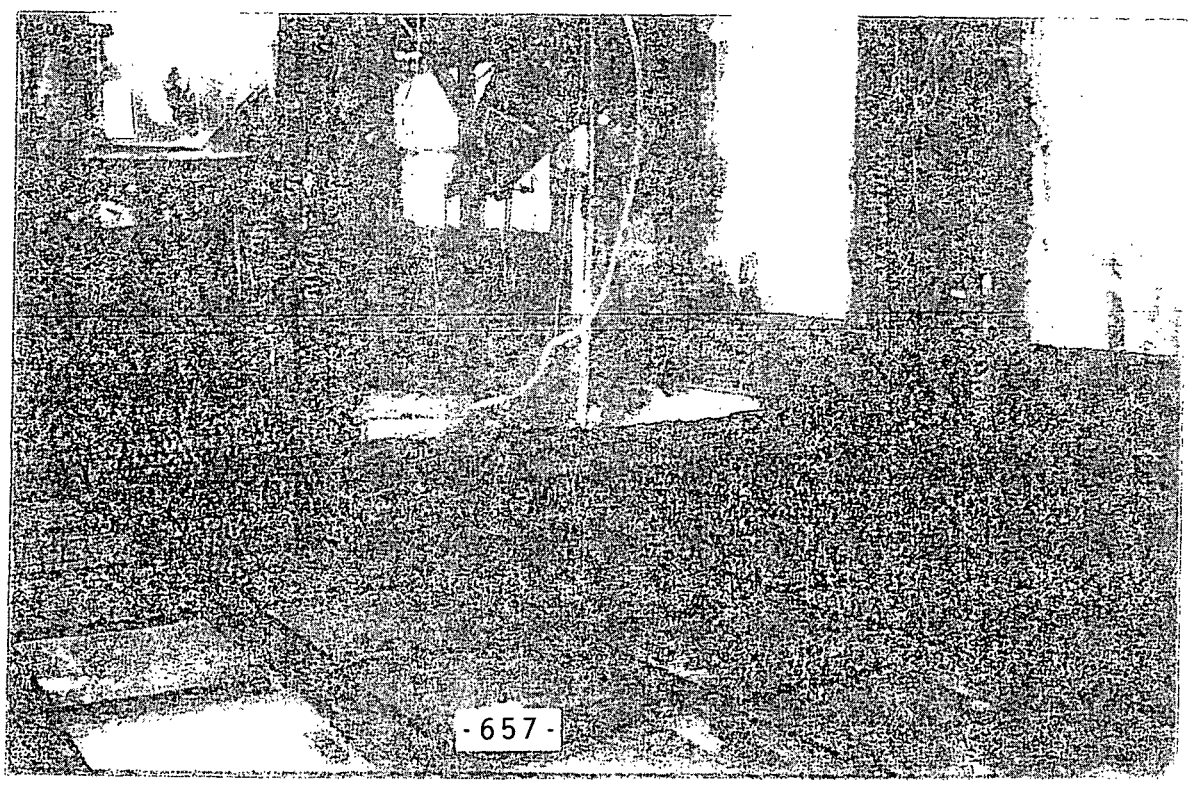


Exhibit 7

Chuck A. Henson
107 Pin Oak Street
Orangeburg, South Carolina 29115
Home Phone: 536-9732
Business Phone: 531-4705
Fax: 531-0453

Education:

1. Graduate of Clover High School, 1967
2. Associate of Arts Degree - Spartanburg Junior College, 1969
3. Bachelor of Arts Degree - University of South Carolina, 1971
4. American Society of Farm Managers and Rural Appraisers - Basic Appraisal Course - Maryland, 1973
5. American Society of Farm Managers and Rural Appraisers - Eminent Domain Course - Salt Lake City, Utah, 1976
6. Nine years experience as appraiser with the Federal Land Bank of Columbia
7. Two years experience as procuring forester

Appraisal Experience:

1. Nine years with Federal Land Bank - appraised timber, row crop and specialized farms such as confined swine facilities, feed lots, orchards, poultry operations, and dairies.
2. Worked with Midlands Appraisal Company - consultant for forestry appraisals.
3. Worked with Probate Judge's Office on estate appraisals in Aiken, Calhoun, Lexington, Orangeburg, and Saluda Counties.
4. Established the first two professional appraisal schools in South Carolina for the American Society of Farm Managers and Rural Appraisers in 1979 and 1981. (Basic Appraisal Course and Tax Evaluation Course)

Affiliations:

1. South Carolina Chapter of American Society of Farm Managers and Rural Appraisers
2. Member - American Society of Farm Managers and Rural Appraisers
3. South Carolina Chapter of Appraisal Institute
4. Member - Appraisal Institute

Exhibit 8

State Of South Carolina

Real Estate Appraisers Board

CHUCK A. HENSON

CG 480

Having Satisfied The Qualifications Of The South Carolina Real Estate Appraisers Board And Having Complied With The Requirements Prescribed By Law, Is Hereby Entitled To Practice As A

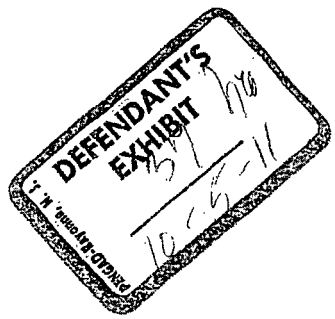
State Certified General Real Estate Appraiser

In Witness Thereof The South Carolina Real Estate Appraisers Board By Virtue Of The Authority Vested In It By Chapter 60, Title 40 Code Of Laws Of South Carolina Has Caused This Document To Be Issued With Its Seal Imprinted Hereon.

Real Estate Commissioner

Director, Licensing and Certification

Property of South Carolina Real Estate Appraisers Board



DARBY HOME AND COMMERCIAL IMPROVEMENT
(803) 268-9818
388 Fair Street
Orangeburg, SC 29115

I, Thomas Darby, hereby contract the responsibility for reconstructing the burnt house at 2243 Middleton Street, Orangeburg, South Carolina to its original form including masonry, carpentry, roofing and cleaning to the extent of showing for selling.

I have been highly recommended by the previous owner, Mr. Joseph Singleton in the witness of Mr. Harry Bryant, the common attorney for closing the house. I personally showed enough confidence for rebuilding the house to Dr. Ajoy G. Chakrabarti, a long-term Professor of Biology at South Carolina State University. We have negotiated the building cost for a100% finished job for $50,000.00 ($15,000.00 – labor). The total $50,000.00 is to be payable in four (4) installments of $12,500 each. I must receive the building contract from the city office and receive satisfaction of all city and county codes. I will be liable to finish the entire job professionally within 90 days from the day the contract is signed by Dr. Chakrabarti , me and properly notarized. I will have the authority for choosing any vendor for lowering cost for all supplies and materials. The owner plans to move himself to this house and therefore he plans to choose the paint, tiles (kitchen and bathrooms), light fixtures, carpet, cabinets and countertops (if necessary), all inclusive in the total cost of the accepted bid of fifty thousand dollars.

The owner will release the first $12,500 upon the start date of this contract. The second payment will be made after the first quarter work is done which consists of reframing back wall, reframing burnt studs, reframing of exterior wall, framing the roof and flooring in kitchen, the floor above the kitchen with an estimate of $12,000.00 for this quarter's work. The third payment will be made after the completion of the second quarter which includes securing plywood, felt and shingles on the roof, enclosing the back half of the house, replacing picture window, resurfacing bricks, replacing kitchen windows, replacing rear door and other broken windows and finishing off the roof. The third quarter consists of replacing sheetrock, installing kitchen cabinets, replacing kitchen and den flooring, painting interior, replacing vinyl siding, front and rear damaged vinyl, insulating all interior walls and attic, replacing inside doors that have been burnt or broken. The total estimate is $15,000.00. The final payment will be paid upon conclusion of owner's satisfactory finished job.

The owner, Dr. Chakrabarti, or his family should be able to visit the progress of work without any problem. I promise to replace all damaged building materials and accessories by new ones so that the house will be free of smoke smell and free of physical hazard. Dr. Chakrabarti has not shopped for any bid for his current financial obligations. I promise him however to offer him the best of my expertise so that he rehires me for future building work. All my works should have one (1) year warranty from final day of finishing the building and a turn-key job.

The Breach of Trust or the Break of contract will cause legal action.

Thomas Darby
Contractor

4/10/03
Date

Dr. Ajoy G. Chakrabarti
Owner

4 to 03
Date

SWORN TO before me this 10th
day of April, 2003

Notary Public for South Carolina
My Commission Expires: 4-9-11

Certificate of Counsel

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 24, 2012

Pete Kulmala
110 Main Street
Post Office Box 705
Barnwell, South Carolina 29812
(803) 259-5531
Attorney for Appellant