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

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APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

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Richard B. Ness, Special Referee

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Appellate Case No. 2014-000204
Case No. 2009-CP-38-1170

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Patrick J. Williams, Frank J. Wallmeyer and
Mary B. Wallmeyer, ..... Respondents,

v.

F. Carlisle Smith and First Citizens Bank and
Trust Company,. .....Defendants,

Of whom F. Carlisle Smith is ..... Appellant.

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RECORD ON APPEAL
VOLUME II OF II

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differences in claims by Mr. Smith on additional land. I mean, if he hired me to do this survey for him I would have --

MR. LANG: Objection, Your Honor. That's not a proper opinion.

THE COURT: Well, he just said if he was on the other side of the case and I think that's an opinion. That's part of --

MR. LANG: He was about to say that, I suspect, because he said it in his deposition and I object.

THE COURT: Okay. Maybe it's not something I know is coming, so...

BY MR. WILLIAMS:

Q. Go ahead, Mr. Stroman.

A. Where were we? I was just trying to explain -- everything tells me that's the property line that I can find as a surveyor with 40 years experience of doing this stuff. Nothing was offered by Mr. Smith to help me substantiate --

MR. LANG: Objection.

THE WITNESS: -- his claims.

MR. LANG: That's irrelevant.

THE COURT: Sustained to the extent that you weren't provided any material by Mr. Smith, but

you weren't working for Mr. Smith.

THE WITNESS: Right. But a surveyor, when he establishes a property line, that objective is over. That's his line. I need to contact him and try to get data from him as to what he believes.

THE COURT: And you attempted to do that?

THE WITNESS: Right.

THE COURT: I understand.

THE WITNESS: In a lot of court cases we were able to avoid because we got the two parties to come together and look at all the facts.

MR. LANG: And I object and move to strike all this testimony. Nothing to do with this testimony and --

THE COURT: And I agree. Let's keep the record clean for future correction of my errors, whatever errors I may make. Let's strike the last bit of testimony and just stick directly to his opinion with no more testimony other than he wasn't provided any materials from Mr. Smith's side of the case.

MR. WILLIAMS: Yes, sir.

Q. Mr. Stroman, what they're saying is we probably need to stay away from what Mr. Smith did

or did not provide. So other than that, continue with your summary and your opinion.

A. I understand. Basically, in a nutshell, all the data I could find substantiates that as the property line from a survey standpoint. The deeds, the maps -- everything I found, that's where the property line should be from a survey standpoint.

MR. WILLIAMS: All right, sir. That's all the questions I have for you, Mr. Stroman. Thank you very much and please answer Mr. Lang's questions.

THE COURT: Mr. Lang, do you want to take a five-minute break?

MR. LANG: If we could so I can grab some exhibits.

THE COURT: Let's take a five-minute break. Mr. Stroman, you can stretch your legs or whatever. Just no discussion with either attorney about your testimony.

(A recess transpired.)

THE COURT: Mr. Lang, I want to make sure of my ruling a few minutes ago where you were objecting on the opinion issue, that my ruling to just to get back to the straight opinion is a satisfactory -- that I addressed it satisfactory.

THE COURT: Any redirect?

MR. WILLIAMS: Really, just a couple of questions.

THE COURT: You have possibly worn out Mr. Stroman.

MR. WILLIAMS: Sir?

THE COURT: You've probably worn out Mr. Stroman. We've been going almost 24 hours.

THE WITNESS: I'm ready to go. Waiting on the ball game to start.

THE COURT: Go ahead.

EXAMINATION

BY MR. WILLIAMS:

Q. I'm following up on some things Mr. Lang asked you, just a couple of things. One thing he asked you about, Mr. Stroman, was whether or not you got a full title abstract. Do you customarily get a full title abstract when you're doing a survey?

A. No. Unless it's an outer survey, we aren't required to do a full title.

Q. And related to that there was some questions about the -- the actual language described in this property line in the Plaintiff's deed. And I believe you testified that the language in the Plaintiff's deed was Dean Swamp, whereas in the --

in Mr. Smith's deed it's Dean Swamp Creek?

A. That's correct.

Q. Is that correct? Did you -- do you recall seeing language in prior deeds, back from the Plaintiffs, that serve to clarify that for you to the extent it needed clarification?

A. I think I did, but I'm not positive. I would have to review the deeds to be positive.

Q. Well, with that qualification what do you recall seeing?

A. What do I recall?

Q. I mean, we got your qualification that you're not 100 percent sure.

A. Okay.

Q. But with -- with that qualification, what do you recall seeing?

A. I believe somewhere in one of those deeds that described the property that Mr. Williams owned, it did say Dean Swamp Creek.

Q. Okay. Is that -- is that a significant issue in your analysis?

A. Well, it would be in this case. I mean, we find those things quite often, depending on who wrote the deeds and how experienced they were.

Q. Okay. Now, in -- in the last line of

questioning Mr. Lang asked you a number of questions about the southernmost line for the Atkins property and how it ties in with your plat for Mr. Williams. And my question is very simple. Is there any conflict in those two plats?

A. No.

Q. Is it of any significance that the starting point -- and I'm pointing to Plaintiff's Exhibit 105 -- the starting of -- the starting point here seemed to be identified as L1...

A. The beginning of Line L1 is where I started platting.

Q. And the fact that that doesn't match perfectly the corner of the Atkins plat, is there any significance to that?

A. Because I believe the old creek was over in that area because of the physical terrain there.

Q. Well --

A. And then where I picked up the visible creek bed that you could see.

Q. Yes, sir. Yes, sir. So, in other words, just trying to clarify in follow-up to Mr. Lang's questions, is there any reason why this L1 starting point on the Williams plat should have matched the corner of the Atkins plat? Is there --

are you required to do that for any reason?

A. Not necessarily match the end point of the Atkins because I'm reestablishing the original old run of the creek. And at the Atkins line that comes out to the present run in 2004, that section I believe has been diverted. So I dropped back to where I felt the old creek bed was and proceeded south from the Atkins property. That's why it did not match that plat as far as a starting point.

MR. WILLIAMS: Thank you. That's all the questions I have, Mr. Stroman. Thank you.

THE COURT: Mr. Lang?

MR. LANG: Briefly on recross, Your Honor.

EXAMINATION

BY MR. LANG:

Q. If you would step down for a minute. Let me ask you just a couple of more questions, Mr. Stroman, if I could, and invite your attention -- let me put them side by side here.

I invite your attention again to Plaintiff's Number 84 and Plaintiff's Number 82 and let me ask a couple of questions about 82, if I could. Plaintiff's 82 is also a survey, is it not, done by your company, Edisto Surveyors,

THE COURT: Well, I don't think I've ever had -- in my trial days I ever had a motion to reopen denied before the Defendant starts his case in chief, when I've had that same issue occur. I think that's probably discretionary. This is nonjury, I think I'm going to let him do it.

MR. LANG: Thank you.

MR. WILLIAMS: Mr. Williams, will you come take the stand, please?

THE COURT: Mr. Williams, you're still under oath; okay?

MR. WILLIAMS: Your Honor, what was that?

THE COURT: You're still under oath.

MR. WILLIAMS: Yes.

PATRICK J. WILLIAMS

being previously duly sworn, testified as follows:

EXAMINATION

BY MR. WILLIAMS:

Q. Mr. Williams, the Court has allowed you to take the stand again for the purpose of clarifying one single piece of testimony. We're not going to go into a lot of other things, the Court wouldn't tolerate that.

A. I understand.

Q. But yesterday you were asked questions about the most recent time you saw a full flow of water in the old run of Dean Swamp Creek. And after you testified you expressed your concern that you misspoke in your answer to that question. So this is your opportunity to clarify or to correct what you misspoke.

So please answer that question, when was the most recent time you saw undisturbed full flow water in the old run of Dean Swamp Creek?

A. In the 2000 to 2002 range I saw the flow of water straight down the creek from where we've discussed the tree house is now. And at the time right after I was able to see that water I saw piles of dirt and equipment at that point and that's when I went down. Now, I didn't walk down the creek, but the flow was going straight at that time that I could see.

Q. All right. Thank you, sir. Does that satisfy your clarification?

A. Yes, it does.

MR. WILLIAMS: Okay. Mr. Lang, do you need to cross-examine him on that?

MR. LANG: Just a minute. Can I have a brief recess?

zealously are representing your client but I think that's just -- I can't preclude them from putting up their side of the case because they've got an exhibit that's been used as a demonstrative exhibit during most of this trial.

Call your first witness and let's get into it.

MR. LANG: Thank you. At this time we'd call Chris Daves, D-A-V-E-S. Mr. Daves, if you'll come around and have a seat right there.

WILLIAM CHRISTOPHER DAVES

being first duly sworn, testified as follows:

THE COURT: State your full name for the record.

THE WITNESS: William Christopher Daves.

THE COURT: Thank you. You can have a seat right there.

EXAMINATION

BY MR. LANG:

Q. Where are you employed?

A. I work for a firm called S&ME in Columbia, South Carolina.

Q. And what do you do for S -- S&ME?

A. I'm a biologist and a wetlands scientist in the environmental department there.

Q. How long have you been with S&ME?

A. This will be my 12th year.

Q. And can you give the Court an idea of your education background, starting with your undergraduate degree?

A. Yes, sir. I went to Wofford College, I got an undergraduate degree in biology. Two years at the Medical University of South Carolina with graduate studies there. Also have a master's degree in earth environmental resources management at the University of South Carolina.

Q. What year did you get your undergraduate degree from Wofford?

A. 1995.

Q. And what year -- year did you get your master's degree from University of South Carolina?

A. 2001.

Q. And when did you become employed with S&ME?

A. 2001.

Q. Is that right after you received your master's degree?

A. Yes, sir.

Q. And what did you first start doing with S&ME following your graduation with a master's

degree in your employment?

A. Let's see. A lot of our work is environmental related, natural resource related. We do a lot of wetland delineation, scientific studies dealing with biology, plants, animal study, also we do hazardous material type studies as well.

Q. Have you been doing that throughout the course of your employment with S&ME?

A. Yes, sir, all 12 years.

Q. And what do you have as a title or official position with S&ME at the present?

A. My title is biologist. I'm also the manager of the national resources division.

Q. And do you have any professional certifications or registrations?

A. Yes, sir, I do. I have a certification called a professional wetland scientist, that's issued through the Society of Wetland Scientists. I have that -- 2007 is my registration year.

Q. All right. Anything else?

A. No, sir. I think that covers it.

Q. Do you have a certification as an erosion prevention and sediment control inspector?

A. I do. That has since expired this past year.

Q. Okay. Did you have it at one time?

A. I did, yes.

Q. And how did you get to be a professional wetland scientist, that certification? What do you have to do?

A. Wetland scientist certification is based on years of experience. Also, you have to have prerequisite course work in many phases of science -- physics, chemistry, biology, ecology, math. You also have to have recommendations from other professional wetland scientists in the field, as well as other recommendations from clients or folks that know your work throughout the years.

Q. And does that certification as a professional wetland scientist allow you to do certain things in regard to certifying wetlands or inspecting wetlands or identifying wetlands?

A. Yes, sir. It allows us to delineate wetlands, it allows us to interact with the Army Corps of Engineers who are the official regulators of wetlands in our state. That would be the main goal -- educational, how to handle wetland matters in our state.

Q. All right. And are you a member of any professional societies or organizations in regard to

your employment and in your profession as a wetland scientist?

A. I would -- yes. Society of Wetland Scientists, which sponsors our certification program. Also a member of South Carolina Environmental Professionals, Southern Appalachian Botanical Society, several other smaller societies dealing with biological issues.

Q. As part of your education, experience as a wetland scientist, does that involve looking for, inspecting, reviewing marshland areas, streams, braided streams, dominant streams, all those sorts of things?

A. Those are included in every day activities when we assess a site, yes, sir.

Q. Have you published any articles or papers in regard to the general area in which you've been practicing since 2001?

A. I've done some periodicals for -- I guess periodical magazines, newspapers.

Q. Can you give me an idea of generally just one or two of those?

A. Yes. We did a presentation paper on the origins evolution of Carolina Bay, which is a unique wetland system we have in the Southeast in the

United States. I've also done a few protective species issues for a wildlife agency here in South Carolina.

MR. LANG: Your Honor, at this time I would offer Mr. Daves as an expert wetland scientist as he has described that in his direct testimony.

THE COURT: Is it wetland scientist?

MR. LANG: Yes, sir.

THE COURT: Any voir dire on these issues, Mr. Williams?

MR. WILLIAMS: No, Your Honor. No objection.

THE COURT: You stipulate to him --

MR. WILLIAMS: Yes, sir.

MR. LANG: -- as an expert?

MR. WILLIAMS: Yes, sir.

THE COURT: Okay. So stipulated to him being qualified as a wetland expert.

MR. LANG: Thank you.

Q. Mr. Daves, let me invite your attention back to the first time you were contacted in regard to this controversy. Who contacted you?

A. I was contacted by Drew English, who's also a lawyer in your law firm.

Q. And what were you asked to do initially

in regard to this project?

A. I was asked to listen and to see if I was able to use my expertise to help with a controversial boundary matter that was ongoing between the Plaintiff and Defendant.

Q. Can you give me about what year you were --

A. 2009 I was first contacted.

Q. And subsequent to your first contact with Mr. English did you have occasion to either meet with the Defendant in this matter, Carlisle Smith, or actually visit the property?

A. Yes. We did both. We had meetings -- a meeting in Columbia to discuss what was going on. We looked at maps, we also had a visit to the site. I think I've been to Carlisle's property three to four times.

Q. And when was your last visit to the property in question?

A. 2012. I think it was over a year ago.

Q. And how about prior to that time? I think maybe you visited, you said, once or twice prior to that time. Can you give the Court an idea of when you were there before?

A. Yes. I think originally 2009 we went

down to -- Mr. English was present with us. I think we had -- Carlisle, of course, was present. We, you know, just sort of looked at the basic issues that are depicted on these maps where I guess the disputed line may be. The creek, property boundaries, just general walkthrough I think that first day.

Subsequent -- subsequent trips to the property I think we were able to delineate a creek, Dean Swamp Creek. We were also able to look at camp sites and deer stands -- places that have been used in the swamp area.

Q. About how many hours would you say in your three or so trips to the property did you -- can you estimate that you spent actually on the property, either walking the property, inspecting the property, observing things on the property?

A. We were probably there between five and eight hours the time we went. So roughly between 15, 25 hours maybe.

Q. And in regard to your inspection of the property and that's my phrase, not necessarily yours, did you have -- well, let me back up a minute. Are you familiar generally with what has been described as the Stroman line or the Stroman

plat?

A. Yes, sir. I've seen it on both a plat and actually walked that line.

Q. And are you also generally familiar -- well, that was my next question. Have you actually managed to walk the line as shown on the Stroman plat from Mr. Atkins' property all the way down to the Edisto River?

A. Yes, sir.

Q. In regard to documents and things that you reviewed, can you give the Court a general idea of what you looked at -- not on the property but, rather, in your office in terms of either historical data or more recent data?

A. Yeah. Before we visit a site we like to supplement some background information with publicly available resource maps. We look at anything from aerial photography, topographic maps produced by the USGS, we look at tax parcel boundaries produced by Orangeburg County's GIS Department, sole survey maps, plats, things recorded at the courthouse that were provided to, just to sort of gather information about this particular case.

Q. Did you also have any opportunity to locate certain -- either man-made structures or

natural structures on the property?

A. Yes. We looked at man-made structures, the ones I mentioned before, deer stands, there was a platform. I think some jet skis were out there. There were also natural features that we looked at were, of course, the swamp itself and the stream where we're discussing on these plats.

Q. And how would you locate those items?

A. The first way is to visually observe it. The definition of a stream is, you know, something free flowing, bed and bank system that you're looking at. The way we officially locate it, we use a GPS -- global positioning systems -- to locate the stream out in the woods.

Q. Did you also use that GPS system to locate those man-made structures that you described a moment ago?

A. We did.

Q. And to get more to the point, can you tell the Court what you define as a stream?

A. Let's see. A stream -- obviously the presence of water for most of the year is necessary. Stream would have a defined bed and bank system, which you have a clearly defined channel. Usually that channel bed has a different type of soil

substrate. It also has a defined bank, whether that be one inch or walls, so to speak. Those are the primary, like water -- presence of water as well as a bed and bank channel.

Q. So I take it you identified a stream as well as locating that stream on the ground --

MR. WILLIAMS: Objection, Your Honor. Leading.

MR. LANG: I'm just kind of -- I hadn't finished my question yet.

THE COURT: Go ahead and try it again.

BY MR. LANG:

Q. So I take it you located a stream and some man-made --

MR. WILLIAMS: Same objection, Your Honor.

MR. LANG: I haven't even gotten to the question yet.

MR. WILLIAMS: He suggested an answer.

MR. LANG: I didn't --

THE COURT: Before you answer let Mr. Lang get his question out so we'll know what his question is; okay?

BY MR. LANG:

Q. After having done all that, locating a

stream as well as man-made structures, reviewing the documents that you mentioned, public record, those sorts of documents, did you have the opportunity to put that all on a picture or a document itself?

A. Yes. We were able to locate a stream within the swamp. We located what we have -- we had marker flags, flagging out into the left bank facing downstream. We were able to globally position those with our satellite, collected data and extrapolate that data onto an aerial photograph.

Q. Let me hand you a document and ask you is this the work product which you just described in terms of identifying all those things that you have mentioned?

A. Yes, sir.

MR. LANG: All right. Your Honor, at this time I'd ask that this document be marked and entered as Plaintiff -- Defendant's Exhibit Number...

THE COURT REPORTER: Six.

MR. LANG: Six.

MR. WILLIAMS: No objection.

THE COURT: Defendant's Number 6, admitted without objection.

(DFT. EXH. 6 in evidence.)

BY MR. LANG:

Q. Now, I took the liberty of blowing up what's now marked and entered as Defendant's Number 6. Have you had the opportunity to compare the actual document you produced with this blowup?

A. I'm assuming they're the same thing. They look to be the same thing.

Q. All right. So I'm going to ask you if you could, for a moment, just to step down and then I'm going to ask you just to identify what's on this document.

A. Okay. Identify what is on this document?

Q. Hold on for me just a second. I seem to have lost my pointer.

All right, Mr. Daves. Let me ask you first -- can everyone see this? You have a legend over in the left-hand corner. What does that legend tell me in terms of what is on this Defendant's Exhibit Number 6?

A. I referenced several historical documents that we looked at before we went into the field. In order to make sense of all those I, you know, gathered these data as it came from a variety of sources. I think we have what --

Q. What's in the red?

A. What's in the red is labeled with the tax assessor's opinion of where the Smith property is.

Q. And how about what's in the green area?

A. Okay. The plat that I think has been referenced several times before this -- made references of the Stroman line, that is the green.

Q. And, finally, what is in the purple area?

A. We were presented a document that had -- I guess it had a USDA NRCS connotation to it, but it had a shape such as this. That's really all I know about it. I'm assuming it was for agricultural taxpayer purposes.

Q. And in regard to the blue, tell the Court what is in the blue or the blue line.

A. The blue line is what we were responsible for in the field. This line is the eastern most run of Dean Swamp Creek as evidenced in 2012.

Q. Now, in regard to the Stroman line, I think you mentioned that you actually walked that entire line from the property line that is red and it connects with the green line all the way down to

what is the South Fork of the Edisto River; is that right?

A. Mm-hmm.

Q. Is that a yes?

A. Yes.

Q. Can you describe to the Court what you saw about -- down to where it has marked Stand Number 5?

A. You're talking about north to south?

Q. Yes, north to south.

A. North to south we observed -- let's see. I call it a drainage pattern, so to speak. It was typical swampy area, no real water at all. Some standing water, rooted plants, some trees, and that pretty much covers it.

Q. Did you observe any defined stream bed from, again, the very northern portion of that green line down to Stand Number 5?

A. I did not observe a defined stream bed, no.

Q. Did you observe anything that would indicate an old stream bed or an old stream ran through to Stand Number 5?

A. I can't testify that it would be a stream. I would say that water had congregated

there at one point, but it did not look anything similar to the way Dean Swamp Creek looks today.

Q. Okay. Now, what is denoted on -- what did you find at Stand 5? What does that represent?

A. Stand 5 is located in -- I think it's a field, an open area field. Now -- I think the last time I was there in 2012 it is mainly a lot of low level briars.

Q. And stand, what kind of stand are we talking about? A hand stand, deer stand?

A. It was a deer stand, yes.

Q. Now, you mentioned this field. Does it extend on either side of the green line that you have denoted on Plaintiff's 6 -- Defendant's 6, rather?

A. It looks -- it could extend on both sides. It looks mainly to be on the western boundary.

Q. And can you describe, generally, the lay of the land? Is it flat, tilted, anything that you can tell to discern just by walking it?

A. By being in a swamp it's generally flat. Elevation rise, not a whole lot of difference. Looking in the stand area it looks to be slightly higher in this general direction. This is lower,

this is higher, in this area.

Q. So, generally speaking, it's higher north of Stand 5 -- or lower north of Stand 5 than it is approximately at Stand 5; is that right?

A. Yes.

Q. Now, tell the Court did you observe any -- you described that as a drainage area, I think. What do you mean by that?

A. Well, being a swamp, you know, there's high times of water, low times of water. You see a lot of different drainage patterns so water is going to eventually congregate somewhere, whether it be through a swell or ponding. A lot of times you'll get them in these defined creeks. But, generally, that's what I saw and there was -- there was rooted plants in there. Typically plants don't fair too well in a stream so, you know, this feature here did not have plants in it.

Q. And by this feature, you're talking about the blue line?

A. The line -- eastern most run of Dean Swamp Creek, yes.

Q. Well, let's continue going south from Stand 5 down to what is labeled the Condo Stand. What, if anything, did you observe when you walked

in that area?

A. I observed several stobs, the irons used to mark the line that Stroman had platted. I did not see anything but swampland.

Q. Did you observe any old stream bed, abandoned stream bed, dry stream bed, anything of that nature between Stand 5 and Condo -- what's labeled Condo Stand?

A. No, sir. I did not.

Q. Let's go -- continue going south from Condo Stand down to the Edisto River. Can you tell the Court what you observed in that area of this green line?

A. Observed the same thing that I saw between Stand 5 and the Condo Stand. Not a whole lot of difference.

Q. Okay. Let me -- let me go back up, then, and talk about what you observed in the blue line area. Can you tell the Court what is that feature that you placed on this Defendant's Exhibit Number 6?

A. That, in my opinion, was the run of Dean Swamp Creek.

Q. And you base that opinion on what?

A. We saw a large amount of flow, we saw a

defined bed and bank stream. The lack of rooted plants within the stream bed and free flow water all the way down to its conjunction with the South Fork of the Edisto River.

Q. Did you see that on your first -- first trip, second trip, third trip or all three trips?

A. The very first trip we did not take a stroll down this -- the whole run. We were able to look in this area only and mainly on this side of the line, so we did not enter too far into this area other than what we could visually see from here. Upon subsequent trips we were able to see the full run.

Q. Did you actually walk that full run as represented by this blue line all the way down to the Edisto River?

A. Yes, sir. We did.

Q. Was water running on your trips there all the way -- from where the blue line begins all the way down to the Edisto River?

A. Yes, sir.

Q. Describe to the Court the volume of water. I know you're not -- you didn't measure the volume but was there a lot of water, little water, little tiny stream? Could you walk, jump across it?

A. Being a subjective opinion this -- this is a large creek. I've seen rivers be labeled as something of that size as well but, you know, at this point it is roughly 15 to 20 feet wide and that's a substantial amount of water. It's probably well over my waist in most spots.

Q. And by this point you were pointing at the -- where, really, the blue line begins, where it intersects with that yellow line; is that --

A. Yes.

Q. Does it maintain that width all the way down or does it increase, decrease, or can you say?

A. It does not maintain the same width as -- you know, there's variability. It shrinks down to -- obviously smaller than 15 feet, but at times it may be bigger than that.

Q. And you say you traveled all the way down this blue line to the Edisto River. Did you have the opportunity to go north along this yellow line?

A. I was able to view Dean Swamp Creek from the following locations. Furtick Road.

Q. Okay. Furtick Road is that white line intersecting with the yellow line?

A. Yes, sir. That's visible from the road.

Q. Okay.

A. And I think there's a twin set of pipes that comes through there. I don't know what the diameter of those pipes are but they're substantial. Also, there was a little fish house there, we were able to see north of there and it was a similar situation here and visually from what the creek looked like.

Q. Okay. And the creek north of -- or, rather, let me say south of when Furtick Road joins this yellow line, about how wide was it, approximately?

A. The creek at that point is 15 to 20 feet wide. It's a substantial width at that point.

Q. And does it maintain that width pretty much all the way down this yellow line until you hit the blue line?

A. The two visual spots that I saw, yes. It's wide here and as wide there.

Q. All right. If you could resume your stand for a moment. Now, let me hand you what's been marked Defendant's Exhibit Number 1 and ask if you recognize what is shown in that picture.

A. This is what we've been calling the fish house or -- the fish house.

Q. For purposes of what we've been talking about today, we've been referring to it as -- referring to it as the tree house.

A. The tree house.

Q. If you could do that for me I'd appreciate it. When did you observe the tree house?

A. The tree house was first observed on an initial trip to the property in 2009.

Q. Okay. And did you see it subsequent to that?

A. Each time we went back we did walk up that way, yes, sir.

Q. And let me hand you what's been marked Plaintiff's Exhibit Number 5 and ask if you recognize what is depicted in that picture.

A. Yeah. Corrugated piece of metal located at the base of the tree house.

Q. Let me hand you back what's been marked as Defendant's Exhibit Number 1 and ask, do you observe any concrete barrier or barriers in that?

A. It looks like concrete at the base underneath the tree house, yes.

Q. All right. If you can step down for a moment again for me. And I'm going to invite your attention, if I could, to Plaintiff's Exhibit Number

104.

THE COURT: Mr. Daves, could you pull that podium back and stand --

THE WITNESS: (Complying.)

THE COURT: That's good.

BY MR. LANG:

Q. And there's a mark on Plaintiff's Exhibit Number 104 that says BH, which stands for bird house which we've also been referring to this as bird house, tree house. Is that, to your recollection, approximately where the tree house is?

A. Yeah. Just north of Mr. Smith's property.

Q. Okay. Can you then locate for me approximately where on the blowup of Plaintiff's Exhibit Number 6 the tree house is?

MR. WILLIAMS: Your Honor, I object. He's pointing to the location that he's asking him to identify.

BY MR. LANG:

Q. Okay. Sorry. Can you identify without me pointing it out?

A. Yes. It's right just north of the line.

Q. Is that right where it is?

A. Yes, sir.

Q. Now, there's been much talk of a diversion of the stream or whatever that is. In your opinion, the structures that you observed in the area of the tree house, the corrugated area there that you described in that picture, could that have diverted a stream the size that you saw running north to south?

A. No. There cannot -- the stream is too large for that to have an effect on it. I think -- my initial opinion upon viewing that is that it was there to serve as an erosion control to keep from wiping away the piles of the bird house.

Q. By there, what -- what part of the tree house was there to -- for erosion control purposes?

A. The concrete and the corrugated metal.

Q. Did you see any evidence of a man-made berm or other man-made structure in the area of the tree house, or just north of the tree house, that would indicate that the stream had been diverted in some fashion?

A. I didn't see anything abnormal, no.

Q. All right. Let me invite your attention back, then, to Plaintiff's 104 and ask you just south of this alleged diversion area did you see anything that looked like an old stream bed from

which the stream had been diverted?

A. I -- I didn't see a defined stream bed, no, sir.

Q. And this would be just north of Mr. Smith's property line going toward the tree house, you didn't see anything that looked like a diverted stream or what had been an old dead stream bed or anything of that nature?

A. Nothing than what was different than the surrounding swampland.

Q. Let me ask one more question and then I'll ask you to take your seat. Didn't you also have the opportunity -- or did you have the opportunity to look at or walk an area up Furtick Road about where the yellow line intersects with the Furtick Road which is the white line?

A. You asked me if I went in the woods?

Q. Yes, sir.

A. Let's see. I -- on one occasion we got out and just peeked in there to see if there were stream features.

MR. WILLIAMS: Is there a what? Excuse me.

THE WITNESS: Stream features.

MR. WILLIAMS: Okay. Thank you.

BY MR. LANG:

Q. Did you observe anything other than stream features in terms of man-made items?

A. In that area?

Q. Yes.

A. I think all I remember is swampland.

Q. Did you observe any -- what appeared to be remnants of a still or anything of that nature?

A. We were pointed -- Carlisle had pointed out during our walk with him that there was a so-called liquor stand in there. I don't know what it looked like but it was, you know, a large cast iron above ground looking tank that had been left in the woods to rot.

Q. Can you tell the Court approximately -- or point to the Court approximately where that was on the blowup of Plaintiff's 6 -- Defendant's 6?

A. If I remember correctly, it was south of this road in here.

Q. South of Furtick Road right there?

A. I guess southeast, yes, right in there.

Q. Right in this area here just north of Stand 1, approximately?

A. In that area, yes.

Q. Okay. All right. Lastly, before you

take your seat again, what is depicted or what did you see in the area marked as Stand 1?

A. In this area, if I remember correctly, there's more swampland, less flooded so than, say, this area down here. I think there was a low level ditch in there as well. That was pretty much a straight line all the way into this part of the creek here.

Q. All right. And what physical man-made or other kind of structure was there where Stand 1 is located?

A. Other than the deer stand and what Carlisle pointed out as the liquor still, I did not see anything other than man-made structures.

Q. Was there also a deer stand where you have located and noted as Stand 2?

A. Yes. Deer Stand 2 was also similar to Deer Stand 1.

Q. And Deer Stand 3 is over close to the current -- the run of Dean Swamp Creek?

A. Yes, sir.

Q. And Deer Stand 4 is just south of there?

A. Mm-hmm.

Q. Is that right?

A. Yes, sir.

Q. And then Deer Stand 5 is just to the west?

A. Yes.

Q. All right. And how about this Condo Stand? Can you tell the Court what that looked like?

A. The Condo Stand -- I think it was a little larger deer stand. Wasn't a whole lot different in terms of what its purpose is for. I think Carlisle named it the Condo Stand and that's how we labeled it on this map.

Q. And, finally, the swamp camp site, can you tell me what that --

A. The swamp camp site is a raised -- I guess it's a platform, you know, two or three feet off the level of the swamp floor, I guess raised up for when the actual water is down in the swamp.

Q. Okay. You can take your seat again if you would. Just a few more questions. Have you ever heard of the term plug when -- in describing a stream diversion? Is that term familiar to you? I mean, not --

A. I guess it would be a loose term. I...

Q. Have you ever used that term?

A. I have never used that term, no, sir.

Q. Let me hand you a document and ask if you can identify this document.

A. What I'm looking at here is a USGS topographic map specifically labeled Salley, South Carolina.

Q. Is that something that came out of your file that you reviewed when you were working on this particular project?

A. Yes, I'm familiar with this.

Q. All right. Did you rely upon it in forming generally your opinions, or did it assist you in forming your opinions as you expressed here today?

A. We used this as a connecting topographic map to the one the actual property is located on. What I brought this in to look at was Dean Swamp Creek.

MR. LANG: If I could retrieve this and ask that this be marked as Defendant's Exhibit Number 7.

THE COURT: Any objection?

MR. WILLIAMS: No objection.

THE COURT: Defendant 7, without objection.

(DFT. EXH. 7 in evidence.)

BY MR. LANG:

Q. Let me hand you back what's now been marked as Defendant's Exhibit Number 7, Mr. Daves, and ask you to tell the Court what is the significance, if any, of the depiction there of Dean Swamp Creek?

A. The significance, in my opinion, is that there's a very large watershed attached to Dean Swamp Creek and not just the little depiction that is near our property.

Q. Okay. Would you kind of hold it up for the Court and describe to the Judge -- it's very hard to read but...

A. Dean Swamp Creek is this lighter area here and, as you see, it goes off the map actually. But what that represents is a wide floodplain with a stream down the middle, at least it's depicted down the middle, and a very large watershed.

Q. In terms of what you described as a very large watershed, did that affect your opinion as to whether or not what you observed at the location of the tree house/bird house affected the diversion of the stream?

A. Again, the small amount of concrete and the small corrugated pipe would have no real

diversion area activity over this type of stream or watershed. This is a large -- large body of water.

Q. And, finally, just to -- back to Defendant's Exhibit Number 6, where you have the delineated Dean Swamp Creek blue line it takes a rather -- I don't know whether it's acute or -- it's not my geometry, but angle to the east right about where it intersects with this yellow line. Is that unusual in swamp creeks or creek swamps?

A. It is not. That is a degree of sinuosity, which means the degree of bend. If you look down there next to 39, see how bendy that is? And that has to do with the land form that the water is running through. So you have basically a flat floodplain in which that, you know, cuts through the floodplain.

Q. Okay. Begging -- I'm sorry. You were about to say something?

A. (Witness moves head from side to side.)

MR. LANG: Begging the Court's indulgence for a moment, Your Honor. (Reading.) Those are all the questions I have, Mr. Daves. Please answer anything Mr. Williams has.

MR. WILLIAMS: Your Honor, could I have a couple of minutes to get some of these exhibits

together for Mr. Daves?

THE COURT: Yes, sir.

MR. WILLIAMS: Thank you.

(A recess transpired.)

EXAMINATION

BY MR. WILLIAMS:

Q. Good afternoon, Mr. Daves.

A. Good afternoon.

Q. How are you doing?

A. Doing well. Doing well.

Q. Good to see you again. You remember you were at my office a few weeks ago for your deposition?

A. Yes, sir.

Q. Good. I, of course, need to ask you a few questions about your work and your testimony. The first thing I want to ask you is do you recall in your deposition you were very, very eager to point out to me repeatedly that you are not a surveyor?

A. Yes.

Q. I meant to count, but I think you said that four or five times in the course of your deposition.

A. I'm definitely not a surveyor.

consistent with the Stroman line?

A. I don't think any of the aerials that I looked at definitively showed a creek. I think most of the ones were high scale or low -- high scale.

Q. How many aerials did you look at?

A. Let's see. The ones I looked at were the ones presented in the booklets -- maybe a dozen. Maybe a little bit less than that.

Q. Let me ask you to look at this document, please, Mr. Daves. This has been marked as Plaintiff's Exhibit Number 91. Would you agree that that's an aerial photograph?

A. Yes, sir. This is an assessor's aerial photograph.

Q. All right. Can you recognize this as a South Fork of the Edisto River?

A. Yes, sir.

Q. Okay. Can you recognize this as a creek flowing into the Edisto River?

A. That is -- appears to be some type of water feature, yes.

Q. All right. And some type of water feature. What -- what might it be other than a creek?

A. It could be a number of things. Swale

drainage pattern, it -- I don't know. Without seeing it on the ground I would have no idea.

Q. Okay. Well, did you happen to review this aerial photo?

A. This is the first time I've seen this aerial photograph, yes, sir.

Q. Could you match this creek line here on the Edisto River with this Stroman line up on this diagram?

A. Could I match it?

Q. Mm-hmm.

A. How would you like me to make the attempt?

Q. Just using your expertise.

A. Well, let's see. Based -- you want me to come show you up here?

Q. Whatever you want to do.

A. Okay.

THE COURT: If you want to get down to look at it closely.

THE WITNESS: Yeah. It's a little far for my vision.

BY MR. WILLIAMS:

Q. Sure. I'm sorry. Let's see. The only thing I recognize that was consistent was this bump

area within that purple line. And we talked about it, it represents some crop land and I think he testified to that.

THE COURT: Well, you know --

MR. WILLIAMS: I don't know that it would be relevant if he has no idea what it means.

THE COURT: My concern is not so much -- I mean, I understand that's what he said earlier, but this gentleman is not qualified as a surveyor to be able to figure out acreage so --

MR. LANG: I can lay a little more foundation for that.

MR. WILLIAMS: Plus, Your Honor, on this series of questions I don't know that Mr. Lang should go back to new territory.

MR. LANG: There's nothing new about this, Judge. You asked him specifically about that, what it was about and what it represented.

THE COURT: I'll let him question him about that.

BY MR. LANG:

Q. In the computer programs that you have available to you when you do your GPS mapping, is there a program or a mechanism to estimate acreage?

A. Yes. You draw boundary and it

approximates the acreage.

Q. Okay. And is that what you -- have you done that or had cause to do that in other projects, other than this one, that you've undertaken in your career?

A. Yeah. We do these for most projects.

Q. Did you do that for this purple area here?

A. We did. Using that map there we estimated roughly 680-something acres, maybe.

THE COURT: What area is that, the 680 acres?

THE WITNESS: There's a purple line on there, I think I had labeled it as Williams Farm Barnwell NRCS tract, and you'll see it within --

THE COURT: Purple line down towards the Edisto River?

THE WITNESS: This line here. See this right here?

THE COURT: All right. Okay.

THE WITNESS: It's not the yellow but the purple.

THE COURT: I got you.

BY MR. LANG:

Q. One last question and maybe I'll -- you

being first duly sworn, testified as follows:

THE COURT: State your full name for the record, please.

THE WITNESS: Charles LaVerne Steadman.

MR. WILLIAMS: Your Honor -- Your Honor, Mr. Williams asked if he could have a break for a few minutes. I guess he could either just be excused for a few minutes or we could all take a break for about five minutes.

THE COURT: Well, we're starting to run out of time.

MR. WILLIAMS: Okay. Why don't you just go ahead?

THE COURT: Mr. Williams, you're free to go in and out as Mr. Smith was. We're going to keep marching.

THE COURT REPORTER: Can you spell your first name and last name?

THE WITNESS: Charles, C-H-A-R-L-E-S, middle name LaVerne, L-A-capital-V-E-R-N-E, Steadman, S-T-E-A-D-M-A-N.

EXAMINATION

BY MR. LANG:

Q. Mr. Steadman, where are you employed?

A. I'm employed at Steadman & Associates,

Incorporated in Columbia.

Q. How long have you been with Steadman & Associates in Columbia?

A. I founded the firm in 1991.

Q. And what do you do at the firm of Steadman & Associates?

A. We do surveying and mapping.

Q. And prior to 1991 what did you do?

A. I did the same thing with a little more engineering design work with BP Barber from 1970 till the end of 1990.

Q. Are you a registered professional land surveyor?

A. I am, sir. Number 7883.

Q. And how long have you had that license?

A. Since 1978.

Q. Can you -- have you been continuously employed as a surveyor since 1978?

A. Yes, sir.

Q. Can you give me an idea of your educational background?

A. I have a surveying technology certificate from Midlands Tech and I did three and a half years engineering work at the University of South Carolina.

MR. LANG: Your Honor, at this time I would offer Mr. Steadman as an expert witness in the area of surveying.

MR. WILLIAMS: No objection, Your Honor.

THE COURT: No objection. He is stipulated as he is an expert in the field of surveying.

BY MR. LANG:

Q. Mr. Steadman, when were you first asked to do anything in regard to the dispute that we're here about today?

A. Well, I was confronted and asked to, you know, make a determination where the property line should be, which at that time was impossible.

Q. And who asked you to do that?

A. Carlisle Smith.

Q. And about when did he ask you to do that?

A. We talked in February.

Q. Of this year?

A. Yes, sir. February of this year.

Q. And precisely what did Mr. Smith ask you to do?

A. Well, he just brought some documents and booklets and just asked me to look at them and we

really didn't do anything for a couple of months.

Q. And after a couple of months passed what did you do then?

A. Well, with what little bit I had been able to study it, we met on-site and just sort of walked up and down several areas of concern.

Q. And did you ultimately survey and produce a survey of certain property?

A. We surveyed property lines, we surveyed what -- we actually brought in the Stroman line, we brought in the line that we tied to points of the existing run of Dean Swamp Creek, and we located what we call the edge of the wetlands, where the -- with the uplands adjacent to it on the eastern side and tied that to many property lines, the Atkins and adjacent properties as best we could.

Q. And did you actually produce a survey?

A. Yes, sir.

Q. All right. And let me hand you a document and I will ask you, is this a copy of the survey that you produced?

A. Yes, sir. The same one that's on the easel there.

Q. Well, it's not exactly the same one but this is what you have in front of you?

A. Yes, sir.

Q. The survey you produced?

A. Yes, sir.

MR. LANG: Your Honor, I ask that this be marked as Defendant's Exhibit Number 8 (sic).

MR. WILLIAMS: No objection.

THE COURT: Defendant's Number 9, admitted without objection.

(DFT. EXH. 9 in evidence.)

BY MR. LANG:

Q. Let me hang this up here so we can talk about it. Now, Mr. Steadman, what I want to do is ask you to step down from the witness stand, if you would, and I'm going to ask you to point out the various areas in which you located a line. I'm going to start with the north -- I'm sorry, the southwest westernmost corner and run it along that southern boundary. What is that feature that you located there?

A. That's the South Fork of the Edisto River.

Q. And how did you locate that feature?

A. Well, we located some tie points at the roadway and at the upper property line, and then the rest of it as indicated on my map was brought in

from the aerial photography.

Q. And in regard to the points that you have identified and -- where are those points -- starting with L132 what, I guess, table is that -- are all those points located?

A. Well, these are going around the boundary -- the overall outer boundary of the Smith Fine (phonetic) Table Parcel 1.

Q. So all these tables on both sides --

A. Here, I'm sorry, I apologize.

Q. All right. Are these found points or calculated points?

A. Unless it is labeled, like, rebar, iron, lighter knot or whatever, as it says, it's a calculated point.

Q. All right.

A. Right here.

Q. All right. Now, in regard to the so-called Stroman line, can you point to the Court where you located that on this plat?

A. We found several points here and a couple of points down here. We had a copy of his survey. We were hoping to get the Auto CAD of it but it was never provided to us, so we just took those points that we had located and cocked them in.

Q. And that's noted as the Stroman survey line; is that right?

A. Yes, sir.

Q. Now, in regard to this other line here, it's noted as the run of Dean Swamp Creek. How did you locate that line?

A. We found several points up through that we could locate easily, and the rest of them we took from the information provided to us from S&ME because they had actually run it with GPS.

Q. Now, in regard to the northern boundary which runs -- from the corner of the northeastern corner of the E.B. -- the tract defined as E.B. Atkins, up and then down toward the river, how did you locate that line?

A. We just located the roadway offset -- offset the rights-of-way. We found a couple of corners -- we found a corner here and we surveyed down the line between the old Williams, that line, and then we located what was called -- what we considered at that time to be the edge of Dean Swamp and the uplands where there's a different -- a great difference of elevation.

Q. How did you determine the edge of Dean Swamp?

A. It was visually.

Q. Are you --

A. But we surveyed it.

Q. I understand that. And is that something surveyors do generally, is locate swamp edges or swamp perimeters, things of that nature?

A. Yes.

Q. Have you done that before?

A. I have.

Q. Let me focus on the northern boundary here. You said you detected some corners or some marks?

A. We found property -- we were trying to extend this property line from the upper edge of -- I forget the name of this road up here that goes out and feeds to 39, and we found several points and we projected down there and we found an old lighter knot stump within half a foot of where we wanted to find something.

Q. And where is what you described as a lighter knot stump?

A. What is it?

Q. No. Where is it?

A. It's right in the center of an old small stream bed there.

Q. Okay. Is that where my --

A. Yes.

Q. Laser is pointing?

A. Yes, sir.

Q. Now, what is the significance of a lighter -- I don't even know what a lighter knot stump is, but tell me why you consider that to be a point or a corner or something of significance to a surveyor.

A. In the old southern pines, a lot of times a lot of them were used that were struck by lightning and it was sort of petrified or whatever. When you peel the bark off it left, like, a lighter knot stump -- it's similar to a cypress knees -- cypress knee. And old surveyors, long before they're using iron pins and pipes, used lighter knot stumps quite a bit.

Q. And you said you also found an old stream bed?

A. Yes, sir.

Q. Okay. Can you point to where the old stream bed is and I'll point with my...

A. Basically running kind of that way, north south.

Q. North and south along the ridge line

here?

A. No, right in here.

Q. Okay. Right where I'm pointing here?

A. No, sir.

MR. WILLIAMS: Your Honor, I'd object that he's leading with the laser light.

THE COURT: Let him point it out, Mr. Lang.

MR. LANG: Okay. I'm sorry.

Q. Why don't you just first point it out and then I want you to draw a line first with -- well, point out where you saw this old stream bed.

A. It's got to blend with this but basically about like that and it kind of -- it fizzled out after a while because it would run into the upland there.

MR. LANG: Now can I point it out with my laser pen?

THE COURT: Now that he put a mark on there you can point it out.

BY MR. LANG:

Q. So where my laser pointer is, now that everybody can see it, running south from this corner here where you saw that lighter knot running south, you said you kind of fizzled out about there?

A. Yeah. It sort of blended into where it wasn't that visible anymore.

Q. And tell the Court what you consider an old stream bed.

A. Well, it had a depth of more than a foot and it had what I would call a significant bank on each side.

Q. Okay. And can you put just an arrow toward that line and write the word old stream bed?

A. (Marking.) My handwriting isn't so good.

Q. And can you mark with an X where you saw this lighter knot that you described?

A. (Marking.)

Q. All right. And could you draw an arrow and then mark that as I guess LK, lighter knot?

A. It's already labeled there lighter knot stump old, which means old -- an existing mark.

Q. All right. And why did you survey this area right in through here which you described as the edge of Dean Swamp?

A. That was at the request of my client and he -- there was some reason. And in talking with -- several meetings that it also was possible that maybe the deeds or something could have incorrectly

meant edge of Dean Swamp or instead of Dean Swamp Creek.

Q. Now, did you calculate how many acres -- approximately how many acres were involved in any of these parcels?

A. We have a total acreage of this. And some of these I think we have some informal calculations, but I don't have them with me.

Q. Do you know the total acreage count?

A. Yes, sir. 908.56.

Q. All right. And that's for what you've labeled as Carlisle F. Smith Parcel 1, Parcel 1 within your black lines with the exception of, of course, the E.B. Atkins tract; is that fair?

A. Yes. North of Highway 39.

Q. And that's all north of Highway 39?

A. Yes, sir.

Q. But that does not include the parcel south of 39?

A. No, sir.

MR. LANG: Begging the Court's indulgence for a minute.

THE COURT: Yes, sir.

MR. LANG: (Reading.)

THE COURT: What was that total acreage?

THE WITNESS: 908.563.

THE COURT: 908.563.

BY MR. LANG:

Q. One last question, Mr. Steadman. Did you observe any other man-made structure -- old man-made structures in the area that you noted on your survey as lighter knot old?

A. There was the remains of an old wire fence that kind of ran along here just a little bit. It was up and down. It was more or less just behind the lighter knot on the top of the -- kind of near the top of the bank of the stream. It meandered both ways.

MR. LANG: I think that's all I have, Mr. Steadman. If you'll return to your seat and please answer any questions Mr. Williams has.

EXAMINATION

BY MR. WILLIAMS:

Q. Good afternoon, Mr. Steadman.

A. How are you, sir?

Q. Good. Are you doing good?

A. Pretty good.

Q. Good to see you again.

A. Yes, sir.

Q. I have a few questions to ask you.

A. I assumed you would.

Q. Yes, sir. You were in my office for your deposition last --

A. About a week ago.

Q. Last Tuesday; right?

A. Yes, sir.

Q. Would it be accurate to say you were a little uncomfortable in that deposition?

A. Uncomfortable in what way?

Q. Uncomfortable with this drawing.

A. I was -- I told -- as I explained in my deposition, that it was not a final drawing. It is property surveyed for Mr. Smith and we were depicting several lines and trying to present an overall view of everything that might be interesting to the Court. I believe I expressed it quite that way.

Q. Yes, sir. I think you did. I think you agreed with me that by deeds, Mr. Smith's parcel went from 380 acres to 400 and what you have up here is 1,052 acres; is that correct?

A. That is correct.

Q. Because in your direct testimony you didn't even mention this 150 acres on the other side of the road, did you?

A. Direct testimony when?

Q. When Mr. Lang was questioning you.

A. He didn't bring it up.

Q. Yes. And I think I asked you at one point if, man to man, you feel good about going from 400 acres to 1,052 and you repeatedly said that you didn't want to answer that. Do you recall that?

A. Yes.

Q. So that's what I mean by you seemed a little uncomfortable to me.

A. Okay.

Q. Let me ask you this question, Mr. Steadman. Did you sign this drawing?

A. No, sir.

Q. What's the significance of that?

A. Well, the significance of it would mean I would consider it final to the client, to people surrounding him, possibly the Court, and it would be ready to be recorded.

Q. If you have 100 percent confidence in a drawing, do you hesitate to sign it?

A. Sometimes.

Q. Did you crimp this drawing?

A. No, sir. Signing and crimping comes at the same time.

Q. And I asked you a couple of times from different angles whether you were comfortable recording that drawing like it is.

A. I would not be -- because it has not decided -- as I stated, the parameters of that drawing have not been established by the Court.

Q. Do you normally have drawings confirmed by the Court before you record them?

A. Very seldom. Only when there's --

Q. You have doubts about this drawing, don't you?

A. I have doubts for where the line is going to ultimately end up.

Q. 150 acres across Number 39. Mr. Williams doesn't even own that, does he?

A. No.

Q. Do you know who owns this 150 acres over here?

A. I believe it was White or Bennett. I can't remember.

Q. White. We've got a deed and I need to show it to you.

A. I think you did, but yes, sir.

Q. I want to show you those two things. I'm sorry I don't have them ready.

Look at this document, please, Mr. Steadman, and see if you recognize that.

A. That's the deed to -- to the Whites.

Q. From whom?

A. From Williams, Wallmeyer and Wallmeyer.

Q. Can you look at that property description and tell if you can recognize that location on your plat?

A. Yes, sir. It's a portion of the Parcel 2.

Q. Now, let's stop a minute. You have this plat, if you would agree, divided into Parcel 1 and Parcel 2; is that correct?

A. That is correct, sir.

Q. And Parcel 2 is a parcel south of Highway 39?

A. Yes, sir.

Q. That deed that you're looking at, when was it dated?

A. Well, it's recorded June 18th, 2002 looks like.

Q. 2002. So in 2002 this real estate on the south of 39 was sold to the Whites?

A. Yes, sir.

Q. And you included that in this deed -- in

this plat from Mr. Smith?

A. Yes, sir.

Q. 150 acres of the 200 that were sold?

A. I did, sir.

Q. How can you justify that?

A. I can't justify it --

Q. You can't justify it?

A. Well --

Q. Finish, please.

A. Yes, sir. I can't justify it with this document. But based on what was supposedly happening with lands of Mr. Smith unbeknownst to me, we wanted to continue the line of the swamp all the way down to the lower tract.

Q. Mr. Steadman, when you were in my office for your deposition I got the impression that you were trying to answer my questions honestly.

A. Yes, sir.

Q. And what you told me, when I was asking you questions, I asked you how you came up with this plat and you told me that Mr. Smith told you to find him a thousand acres; is that correct?

A. No, I didn't say -- he did not tell me find a thousand acres.

Q. What --

A. He mentioned that he was -- had bought a thousand acres.

MR. WILLIAMS: Find that in the transcript, please.

Q. We'll find that in the transcript. Is this plat a result of your independent work or a result of Mr. Smith's instructions to you?

A. It's a collaboration of several things.

Q. I want you to read this testimony from it.

THE COURT: Do you want the sealed transcript, Your Honor?

THE COURT: Mr. Lang, do you care?

MR. LANG: I don't know what he's about to read.

MR. WILLIAMS: This is the -- this is Page 16 of the transcript of -- excuse me, Page 17.

THE COURT: The question is, do you want to open up the sealed --

MR. LANG: No, I don't see any need to do that, Judge. I mean, we've already killed enough trees.

THE COURT: I think we ought to put the sealed version in the courthouse file.

MR. LANG: But there's no sense of going

through the ceremony of opening it up.

THE COURT: This is nonjury.

BY MR. WILLIAMS:

Q. I asked you the question, what was the predetermined goal that he initially gave you? And what is your answer there?

A. Was to try to find a thousand acres. Try to find or find a way to find a thousand acres.

Q. Well, just read what it says word for word.

A. Was to try to find a thousand acres.

Q. Thank you. So your predetermined goal was the instruction that Mr. Smith gave you to find a thousand acres?

A. I do not remember that as a predetermined goal but it was one -- I'm sorry, I don't remember that. I apologize. I can't remember everything verbatim.

Q. Did you do any research? Did you make any effort to reconcile the neighboring parcels?

A. Yes, sir. We did plats and everything listed up there under notes.

Q. Did you find records indicating the recognized number of acres at Mr. Smith's parcel?

A. There were some, yes.

Q. What was that recognized number of acres?

A. It varied from 380 to 406, it seemed like.

Q. And your plat shows 1,052?

A. Yes, sir.

Q. Look at this document, please, this is Plaintiff's Exhibit Number 83.

A. That's the White survey.

Q. And would you agree that it includes this 149 acres here?

A. I would.

Q. Can you explain to me how you can have a plat showing 149 acres belonging to the Whites without having them on notice of some way -- in some way?

A. I'm not qualified to answer that, but it doesn't seem proper.

Q. It doesn't seem proper?

A. (Witness moves head up and down.)

Q. But that's what you did, isn't it?

A. Say that again, please.

Q. That's what you did, isn't it, to include 149 acres of their --

A. Yes.

Q. -- land on this plat?
A. On this plat we did, yes.
Q. But it doesn't seem proper?
A. No, I said it doesn't seem proper not to put them on notice.
Q. Did you put them on notice?
A. I just said I didn't.
Q. How do you tell one lighter stump from another in the swamp?
A. That's probably the only one I saw down there. And the only reason I saw that one is we were -- we had projected that line from up the hill all the way through and calculated where the points should be, and it came within about half a foot of there.
Q. You said there's an old stream bed up here?
A. Yes, sir.
Q. Did you take any pictures of it?
A. Yeah. I think we did.
Q. Do you have them here?
A. I don't. I think my -- they're on my surveyor's telephone.
Q. In your deposition you told me I had a complete copy of your file. I didn't get any

pictures. Where were the pictures?

A. I don't know. I didn't even have them in my file.

Q. Have you held your license continuously since you first got it?

A. Yes, sir.

Q. Have you had any disciplinary issues?

A. As I explained one, yes, sir.

Q. I believe you explained two.

A. No, I only had one with this one. I had one where there was an inquiry and it was dropped.

Q. So one disciplinary and one inquiry?

A. Inquiry.

MR. WILLIAMS: Please indulge me just a moment, Your Honor.

THE COURT: Yes, sir.

MR. WILLIAMS: (Reading.)

Q. I wanted to ask you something else we went over in your deposition. If -- hypothetically, if it were a given that the old stream bed of Dean Swamp Creek is the property line, then you do agree that the Stroman plat represents the old stream bed; isn't that true?

A. I couldn't recognize...

Q. Go ahead.

A. I don't think I recognize that as an old stream bed.

Q. Well, the question is just hypothetical.

A. It -- well, hypothetically it had been marked with irons and flags.

Q. So, hypothetically, if the old -- if the old stream bed is going to be the property line, then you would agree that that would be the Stroman line?

A. I don't see how I can determine that.

Q. Let's look at your deposition testimony. This is on Page 80 of Mr. Steadman's deposition. My question was: If it were a given that the old run of Dean Swamp Creek is the property line, if that were a given hypothetically, would that roughly be consistent with Surveyor Stroman's plat?

Read your answer, please.

A. Very similar.

Q. Okay. I also asked you on your deposition, I want to ask you again today, Mr. Steadman, we sort of did the math. The Plaintiff started with 1,050 acres over here according to their deed. They sold 200, which left them with 850. Then we did the math, you know, we -- according to your plat.

A. Yes, sir.

Q. According to your line and so forth. And what you concluded was, by your plat, the Plaintiffs' acreage will drop, decrease, by 500 acres; is that correct?

A. I think that's correct, sir.

Q. So the Plaintiffs at least on the surface, on the math, the Plaintiffs will go from 850 acres to 350 acres?

A. I think that's what we discussed.

Q. And Mr. Smith will go from 400 acres to 1,052, including 150 acres across the road that you don't feel so good about?

A. Yes.

Q. And that is the result of your professional best?

A. Yes, sir.

Q. Let me ask you this, Mr. Steadman. You said, if I understood you right, that you determined this ridge line visually; is that correct?

A. We walked it, flagged it and then surveyed it. Actually, we -- we located the edge of the swamp. Then we located the edge of the -- we located the top.

Q. But you determined the ridge line

visually?

A. Ridge line visually, yes, sir, the ridge line.

Q. Yes, sir. Well, in order to determine it visually, wouldn't you have to look at it? Isn't that what visual means?

A. Yes, sir.

Q. In your deposition you testified that you walked about 60 percent of it.

A. That is what I said.

Q. How did you determine the other 40 percent?

A. Well, where we walked it, and it just seemed consistent to stay about the same distance off of the line we surveyed.

Q. It seemed consistent. Now, you're taking 500 acres from the Plaintiffs in this plat and you're going to guess at 40 percent of your line?

A. I'm not taking anything from your client. I am showing a line that could be -- possibly be established as the property line.

Q. What effort did you make to locate this old creek bed?

A. We found several of the points that

the -- Mr. Stroman had surveyed, had marked and put flags and -- either stakes or there was an iron pin.

Q. Do you believe Mr. Stroman did an accurate job of identifying that old creek bed?

A. I think he did a very accurate job of describing the line that he thought was the old creek bed.

Q. Well, in your opinion, do you think he actually located the old creek bed?

A. I think he surveyed what he thought was the old creek bed.

Q. All right, sir.

A. I did not -- I did not agree basically that it was the old creek bed.

Q. Do you have an opinion where the old creek bed is?

A. I only know where they said it was and I know where it is now, and we've shown both lines on our plat.

Q. Did you make any effort to determine whether this shown as a run of Dean Swamp Creek, whether that's a new/old creek bed?

A. I'm not really qualified to do that.

Q. But really and truly, based on your plat, the location of the creek bed really doesn't

matter, does it?

A. It is one option.

Q. What I mean is, your plat probably includes one and a half times again what would be encompassed by this new creek bed regardless of how it came into being?

A. The area we depicted, yes, sir.

Q. Mm-hmm. Did you see any evidence of retaining walls and berms and dirt and so forth in the area where the Atkins property meets the Stroman line?

A. I saw where they had fortified what we were calling the bird house.

Q. Yes, sir. Do you believe --

A. There was some concrete and I think there was some...

Q. Corrugated metal?

A. Yes, sir, piled up against it.

Q. In your opinion, would that concrete, the corrugated metal piled up like it was be sufficient to deflect the water?

A. Only for right where it was. It would not deflect it in a 90 degree period in that amount of stream, no, sir.

Q. What do you mean deflected only where it

was?

A. Well, I mean, where this is, it would normally -- if the stream bed was going that way it would have just run around it and kept going in the general direction it had been going. It wouldn't create a new channel.

Q. Let me show you some of these other pictures. By the way, that picture I just held up was Defendant's Exhibit Number 1.

Look at Plaintiff's Exhibit Number 25.

A. Yes, sir.

Q. Would you agree that that pile of dirt and logs would -- I'm sorry?

A. I'm older.

Q. Would that pile of dirt and logs be sufficient to block a smaller tree bed -- stream bed?

A. For a little ways, but it's going to eventually run back the same course it seems to me. But I am not a hydrologist.

Q. Looking at Plaintiff's Number 9, would those dirt and logs be sufficient to block a stream bed -- a smaller stream bed?

A. I don't think so. Gosh, it can run under it and around it and over it.

Q. Mm-hmm. Even a small braided stream down in the swamp? How about that stack of boards in Plaintiff's Number 42? Would that be sufficient to block a stream bed?

A. That would block it in a certain area, yes, sir.

Q. If you had a lot of those little areas it would -- they would sort of mount up, wouldn't they?

A. Yeah, if you kept piling on and piling on.

Q. If you had a pile of dirt here and a stack of boards there.

A. If they were consistently together.

Q. A concrete barrier here?

A. Yes, sir.

Q. Some corrugated metal there. How about that corrugated metal in Plaintiff's Number 5?

A. I think that's right below where the bird house is, if I'm not mistaken.

Q. That corrugated metal and that dirt behind it, do you think that would block a stream bed?

A. In that small area, yes, sir.

Q. Yes, sir. Mr. Steadman, when you get a

survey assignment is part of your job to research deeds and records and so forth?

A. As we discussed earlier, yes, sir.

Q. Did you find any deeds, records or historical data that justify including this 149 acres in this plat for Mr. Smith?

A. No, sir. I did not.

Q. In good conscious how can you draw a plat if you found nothing to support it?

A. I can draw anything, but I have not certified it.

Q. So that's how you would characterize this, I can draw anything?

A. Yes.

Q. Did you know where you were the whole time you were doing this survey work?

A. You mean consciously or physically?

Q. Physically.

A. Okay. Yes, sir, for the most part. I mean, I had to get acclimated to the property in the beginning, I mean...

Q. Well, I noticed at one time in your deposition you said sometimes I was a little turned around in the field.

A. Yeah. That was early on and I was. And

then I would have my men locate certain lines, we'd put them on paper, looked at aerials and I'd be able to determine where I was.

Q. In your deposition testimony, Mr. Steadman, one of the early questions I asked you was something to the effect what is your general procedure when you get a survey assignment.

A. Yes, sir.

Q. And just to paraphrase I believe you said something like, well, we -- you know, we look in the field, we do a little research, we draw a plat and if the customer is satisfied we get paid.

A. I think that's the way I phrased it.

Q. Was the customer satisfied for this job?

A. Not completely.

Q. He wanted more?

A. No.

Q. What was his dissatisfaction?

A. It's not complete.

Q. That it's not complete?

A. Yeah.

Q. Your survey is incomplete?

A. My survey is incomplete. I feel it's incomplete until the Court decides which of those three lines they're going to go to.

MR. WILLIAMS: I don't have any other questions.

MR. LANG: Nothing on redirect, Your Honor.

THE COURT: Mr. Steadman, I have a couple of questions.

THE WITNESS: Yes, sir.

EXAMINATION

BY THE COURT:

Q. That lighter stump that you talked about up in the upland on this drawing, is that a stump that was naturally there or is that, like, a stake?

A. It's like -- it's like -- it's more than likely taken from somewhere else.

Q. Because that's a low land area where you were?

A. Exactly, yes, sir.

Q. And --

A. It was well into the ground and as tight as it could be.

Q. That may have come from pine trees?

A. Yes, sir. Big old southern pines.

Q. And pine trees don't grow in land bottoms?

A. Not usually, no, sir.

THE COURT REPORTER: I didn't hear the question.

THE COURT: Pine trees don't grow in land bottoms.

THE COURT REPORTER: Thank you.

THE COURT: Swamp bottoms.

Q. Since you haven't signed this plat -- or this drawing, I guess is what it is at this point, you can't really call this a plat at this stage, can you?

A. No, sir.

Q. And --

A. I mean, we have labeled it property surveyed for.

Q. As to any of the three boundaries, the Stroman survey line, the line where the creek currently runs now or the line that runs along the ridge that you placed at the request of Mr. Smith, can you state, to a reasonable degree of surveying certainty, engineering certainty, that your opinion the line should be the ridge line after doing the work you've done?

A. Well, it wouldn't be the ridge line anyway. The ridge line is above the edge of the swamp line.

Q. All right. Can you state, to a reasonable degree of surveying certainty, that more likely than not that the swampland -- swamp line is the boundary between Mr. Smith and Mr. Williams?

A. No, I can't. It's just a line of demarcation.

Q. All right. And if you use the current run as it's been, I guess, diverted based on the testimony I've heard over the last three days of Dean Swamp Creek, can you state to a reasonable surveying -- surveyor engineering certainty that it's more likely than not that the new line of Dean Swamp Creek is the boundary between Mr. Smith and Mr. Williams?

A. It's not really for me to determine, but it's an easily established boundary and it would make more sense.

Q. Did you research -- maybe Mr. Williams asked you this but I want to make sure that I understand it. All these aerials that -- you've been here for several hours today.

A. Yes, sir.

Q. All these aerials we've been talking about, did you take any or all of those aerials into consideration when you were drawing this drawing?

Bible, raise your right hand, please, sir.

FRANCIS CARLISLE SMITH

being first duly sworn, testified as follows:

THE COURT: State your full name for the record.

THE WITNESS: Francis Carlisle Smith.

EXAMINATION

BY MR. LANG:

Q. Mr. Smith, where were you born?

A. Columbia, South Carolina.

Q. You have to speak up just a little bit.

A. Columbia, South Carolina.

Q. I know you're kind of nervous. And where did you grow up?

A. In what they call Dentsville, right there outside of Columbia.

Q. All right. And where did you go to high school?

A. I went to Dentsville High School till 11th grade, then I went to Camden Military Academy and graduated from Camden Military.

Q. Speak up.

A. Camden Military Academy in Camden.

Q. Your voice tends to trail off like mine so keep it up. What year did you graduate from high

school?

A. In 1964.

Q. And what did you do after you graduated? Go back to school or continuing education?

A. I enrolled in Midlands Tech.

Q. And how long were you at Midlands Tech?

A. Not long. I got drafted into the Army.

Q. All right. And how long did you serve in the Army?

A. Twenty-four months, two years.

Q. And was that the regular period of service for a draftee back in the '60s?

A. Yes, sir.

Q. And what year were you drafted?

A. I was drafted in 1966.

Q. Where did you do your basic training?

A. Fort Jackson.

Q. And did you go overseas?

A. Yes, sir.

Q. And where did you go?

A. Vietnam.

Q. And how long were you in the country in Vietnam?

A. Thirteen months.

Q. And what was your military specialty?

A. Automatic weapons.

Q. When you came back from your service overseas in Vietnam were you discharged immediately or did you have to go serve another couple of --

A. No, sir. In fact, I got air lifted out where I was at. I was out in the field. We had a round come in and we were getting mortared. And when I went to jump off the top of the bunker, a round hit right next to the bunker and it blew the sand bags. And as my foot hit the ground a sand bag hit right at my ankle and just knocked me down. I scurried and got inside the bunker. It was really -- the other person was up in there with me. But I had to get air lifted out.

Q. And when you came back stateside were you discharged at that point?

A. Yes, sir. Got discharged in California.

Q. Honorable discharge?

A. Yes, sir.

Q. And did you come back -- where did you go after you got discharged in California?

A. I came back to Columbia.

Q. Did you try to continue your education after that?

A. Yes, sir.

Q. Where did you go?

A. I went to Spartanburg Junior College.

Q. And how long did you stay at Spartanburg Junior College?

A. I graduated in two years.

Q. What kind of degree did -- associates degree did you get?

A. Yes, sir. I just took math -- calculus, physics, chemistry, just not knowing what I was going to do.

Q. When you graduated -- what year did you graduate from Spartanburg Junior College?

A. I want to say it was 1970.

Q. Did you come back to Columbia at any point after that?

A. Yes, sir. I came back and enrolled at the University of South Carolina.

Q. Did you graduate from the University --

A. No, sir.

Q. How long did you stay there?

A. A year.

Q. After you stopped going to USC what did you do?

A. I went into construction.

Q. At about what year was that?

A. Well, immediately I worked for other people, but in 1977 I got my general contractor's license.

Q. Have you had that general contractor's license up through, say, today?

A. Yes, sir.

Q. And did you have at some point your own construction company?

A. Yeah. I still do.

Q. What's the name of that construction company?

A. Carolina Construction Company of Columbia, Incorporated.

Q. And what kind of construction did you do?

A. We did -- mostly when we started commercial. I worked -- did a lot of work for the State, remodeling, stuff like that.

Q. And do you still actively engage in construction?

A. No, sir. My health doesn't allow me to do much. I do a lot of work for nonprofit organizations is mostly what I do now.

Q. Does Carolina Construction Company of Columbia have employees now?

A. No.

Q. You mentioned your health. Is that somehow related to your service in Vietnam?

A. Yes, sir. I was exposed to Agent Orange.

Q. And when did your health start to decline significantly?

A. Probably around 2000.

Q. And did there come a time thereafter when you were hospitalized?

A. Yes, sir.

Q. And when was that?

A. Well, I got hospitalized several times. I was in intensive care and the doctors didn't think I was going to live through the weekend.

Q. Was that your first major hospitalization?

A. Well, I've had several. My heart stopped -- my heart wasn't beating but 18 beats a minute, I didn't know what was wrong. I just knew I would do a little something and I'd have to lay down. Finally I went back to the VA and they put one of those monitors on you, and that's when they discovered at points in time my heart wouldn't be beating but, like, 18 beats a minute.

Q. At some point you were in the intensive care unit?

A. Yes, sir.

Q. About what year was that?

A. I want to say in 2007 was probably the first time I was in intensive care and they didn't think I was going to walk out.

Q. And about what time of year was that in 2007?

A. It was around November -- September, October. It was before Thanksgiving.

Q. Have you been in and out of the hospital since then?

A. Yes.

Q. And these are related to your exposure to Agent Orange?

A. Yes.

Q. Are you married?

A. Yes.

Q. Is your spouse in the courtroom?

A. Yes, sir.

Q. Has she been here throughout the course of this trial?

A. Yes, sir.

Q. Do you have any kids from a prior

marriage?

A. Yes, sir. I do. I have three kids from a prior marriage. Two girls and a boy.

Q. All right. Are they grown?

A. Yes, sir.

Q. Let me, if I could, having gotten that background let's focus on the property in question. Do you recall when you first became aware of the property that's at issue today being advertised or being on the market for sale?

A. I don't know what -- how it got the -- knowing it was up for sale. I don't know if it was out of a newspaper or word of mouth or something but, anyway, I talked to somebody and they --

Q. Don't tell me what they said. Just tell me --

A. Yes. I don't know how, if it was by newspaper or somebody referred it or what. I can't -- because I was looking at several tracts of land at that time.

Q. And why were you looking to buy property?

A. Investment and also a place to hunt.

Q. Are you -- were you an avid hunter?

A. Oh, I loved -- I love to hunt. I

just -- physically right now I don't hunt like I used to.

Q. Were you thinking about buying property with other people or just on your own?

A. Yes, sir. A large -- on a large tract like this I would have other people involved in it. We're talking about a lot of money.

Q. Did there come a time when you actually looked at the tract that we're concerned with here today?

A. Yes, sir.

Q. All right. Did you look at it by yourself or with some other people?

A. No, sir. I had 10 or 12 people. We went to the site to look at it.

Q. And those 10 or 12 people, were they just friends of yours or were they interested in buying the property?

A. They were friends but, also, I described the land to them and they were willing to go look to see about all of us joint venturing in buying the property.

Q. About what year was that?

A. That was in 1986.

Q. And do you recall what the asking --

original asking price of the property was?

A. $100,000.

Q. And you said you went to look at the property with these 10 or 12 folks. Can you tell the Court how you got to the property and what you saw when you got there?

A. They sent us a map and it had little arrows, you know, how you come down 3 and go through Springfield and -- to find the property. And we went down on a Saturday. We probably had five vehicles -- four or five because we had two or three in each one. And we followed the directions that were on the map and when we went Furtick Road -- at that time Furtick Road was nothing like it is today. It was -- it was a hill you go down, was very muddy. The place was flooded, water coming across the road. Furtick Road was lower than this. Now, they've built it up more because of people living on the other end of Furtick Road as you come down the hill. And we found a gate where we turn in and --

Q. Okay. Let me stop you right there. The gate where you turn in, can you point to approximately where it was?

A. Yes.

Q. Why don't you -- rather than getting up

and down --

A. Okay.

Q. -- why don't you use this laser pointer?

A. It's where my gate is.

Q. Push that button right there.

A. All right. It's where my gate is today. It's right -- right in there.

Q. Okay. Is that where you came into the property?

A. Yes.

Q. And what did you see when you came in that gate?

A. Well, we came in the gate, there's stills there. And we went through the fields and all and went to head into the swamp. Like I say, the timber had been cut and it was flooded on both sides of the road. In fact, there was water coming across the road.

Q. Could you see any of the property other than that just little one area?

A. Well, we couldn't go too far down in there because it was flooded. On both -- I mean, the road was -- the whole swamp was just flooded.

Q. Did you try, then, to see another part of the property going a different direction?

A. Yes, sir. We came back out, went back up Furtick Road, and we went around to 39 and we went down the hill. It was property on both sides. We were told -- or I was told --

Q. Don't tell me what anybody told you, but did you actually get on 39 and look at the property?

A. Yeah. We went down and looked at the property.

Q. Can you point again with this pointer, rather than getting up and down, about where you were on 39 when you were looking to the property?

A. Okay. We came down 39, looked all the way to the river, turned around from that thing and came back, we pulled up on the side of the road right there and talked about it.

Q. What was your understanding of the acreage that you -- that was for sale and that you were interested in purchasing?

A. I was told that there was a thousand acres for $100,000, which came up to $100 an acre.

Q. After you looked at the property did your ten or so friends actually decide to invest with you?

A. No. We decided the property was not worth $100 an acre. It was clear-cut and it was

flooded.

Q. Did there come a time after you decided not to purchase the property that you recontacted the seller, or seller's representative, and indicate some other transaction?

A. No, I didn't contact. I just forgot about it. I got a call and he said, are you going to buy the property? Are you interested? I said, no, sir, it's not worth $100,000. It's not worth $100 an acre. And he said, I'll tell you what I'll do. I'll drop the price to 95,000 if you close it before December 31st. I'll let you assume an $80,000 mortgage with Federal Land Bank if you send me $15,000.

Q. Is that something that you agreed to do?

A. I said -- I kind of hemmed and hawed. I said, I'll take it, and that's when I sent him 15,000.

Q. And did you have a lawyer representing you during this transaction?

A. No, sir.

Q. Let me hand you what's been marked Plaintiff's Exhibit Number 2 and ask you is that a copy of the deed into you for the property at issue in this case?

A. Yes, sir.
Q. How did you receive that deed?
A. Through the mail.
Q. Somebody just mailed it to you?
A. Yes, sir.
Q. Did you --
A. My recollection, it was mailed.
Q. Did you review that deed carefully when you got it?
A. Not -- not really.
Q. Do you remember reading it said 400 acres and not a thousand?
A. Well, he told me it had never been surveyed -- to the start off with he said, this property has never been surveyed and I was buying Dean Swamp, is what he said, and it's never been surveyed and...
Q. So that's what you're thinking you're getting?
A. Yeah. Well, the description is Dean Swamp.
Q. Let me hand you what's been marked Plaintiff's Exhibit Number 3 and ask you. Before this litigation started were you even aware of that prior transaction that took place --

A. No.

Q. -- just a little bit before you received your deed?

A. No, sir.

Q. After you closed on the purchase of the property what did you do?

A. Well, I went to the property. I just took -- you know, put -- carried a boat -- started working on the roads and stuff and the interior roads that were already there and got it to where I could get down to where I could put a boat in a little creek that was down there.

Q. All right. Again, using this laser pointer, can you tell the Judge where the roads were that you began to work on to construct?

A. Okay. They were logging roads that were in place but in bad shape. Right when you come to the field there was a road that came down, down this way.

Q. Okay. You're pointing just south of the Atkins property?

A. Right. Yes. It comes down -- down in there and then it had another road that branched off going this way.

Q. Okay. You're now pointing east toward

39?

A. Right. That's correct.

Q. All right. And those were the roads that you started working on?

A. That was all the roads that were on the property.

Q. And you mentioned you wanted to put a boat in somewhere?

A. Yes, sir. There's a little slew that comes off the river and it comes through the Guinyard Hunt Club and then it runs down but -- beside that road where I wanted -- where I put a boat. And it had a little cut that went down -- back down to the river and then -- it was really two cuts, one -- both of them go down to the river.

Q. All right. And why don't you -- since we were talking about river and slews, why don't you step down for a minute?

A. Okay.

Q. And draw kind of an X where -- this is on Plaintiff's Exhibit -- Defendant's Exhibit -- whatever Defendant's Exhibit that is.

A. Okay. Start marking on it?

Q. Yes, sir. Just put an X where you finally put your boat in.

A. Yes, sir. The road, wherever my road is down here -- I might need to draw a line for the road. I want to -- there's a road, kind of goes like that. (Marking.) Then what we call the Hog Pen (phonetic) Road goes like that. Stops. There's some water, and I don't know exactly where it comes onto the property but, anyway, it comes alongside like that and then there's a slew that goes back out to the river. (Marking.) Let me see if I can kind of hit it -- right in there. And this one, this comes around and this comes around in here.

Q. All right. Why don't you mark your road with the word road?

A. (Marking.)

Q. Mark the Hog Pen Road.

A. (Marking.)

Q. And mark the slew as you -- by slew, you mean that as a water course?

A. Yes. Water course and it's navigable. I only went up that way one time because --

Q. You're going to have to move around so the judge can see.

A. I only went up this one one time because there's trees and all that stuff and I went up there during high water. This one was pretty navigable.

I've gone in and out of it hundreds of times. I'm going to put waterway. (Marking.)

Q. And waterway marks the area you get a boat up in?

A. Go in and out. And this one here I did go up in it one time to my road and back down, but...

Q. Mark that as the slew over there if you would.

A. (Marking.)

Q. If you could resume your seat. Now, Mr. Smith, about what years were you doing this work that you've described to the Court by putting the road in, the Hog Pen Road and then putting your boat up the slew once and up the -- what you've marked as a waterway --

A. Waterway.

Q. Several times?

A. Yeah. Hundreds of times.

Q. Okay.

A. That was -- we started in '87, the time we started working on the roads and stuff like that immediately.

Q. And who's we?

A. Me and my son and some friends that

really weren't involved with even going there and looking at the property to buy it. It was other friends.

Q. And during this time when did you start hunting on the -- hunting on the property?

A. That August, you know, when hunting season came in.

Q. Have you hunted on the property continuously since then?

A. Yes, sir. When I got sick I slowed down a little bit because I wasn't able to get out and go. But I hunted a lot in the early years and I just don't hunt as much as I used to. I do more walking and sitting and all that. In fact, sometimes -- now when I go down there I carry a stick and I might have a pistol because the hogs down -- there's a lot of hogs there.

Q. Okay. And you'll see on the blowup of Mr. Daves' aerial a number of areas marked there. Let me talk about the Condo Stand first. Did you construct the Condo Stand?

A. Yes, sir. Me and my son, right after I bought the property, we did it by boat. Had to carry all the material down by boat.

Q. And that was in approximately 1987,

1988?

A. Yes -- 1987, 1988.

Q. And what was the purpose of the Condo Stand, if you will?

A. We picked that area because it's high. It's higher in there and it stays dry. It doesn't flood as bad as other areas right down the river.

Q. And how about -- let's start with Stand Number 1. Do you remember when that stand was put in?

A. That's a climbing stand, and I've been hunting that area for -- it was -- that particular, right where that stand is right now, I want to say probably five, six years in the same tree. It's in the same tree.

Q. And how about Stand 2? When did you put that stand in?

A. Climbing stands kind of move around a bit, but that's probably been in there for -- in that area probably ten years.

Q. Ten years?

A. Yes.

Q. How about Stand Number 3? When did you put that one in there?

A. That one's probably been there ten

years.

Q. And how about Stand 4?

MR. WILLIAMS: Would you say that again?

THE WITNESS: Ten years.

BY MR. LANG:

Q. And how about Stand Number 4?

A. That one hasn't been there but maybe five -- five years.

Q. And how about Stand Number 5?

A. Same -- same, about five years.

Q. And, finally, there's an area noted as the swamp camp site. Tell me when that --

A. Well, I mean, we -- we observed that camp site for years, but the elevated part has only been there maybe eight -- eight years.

Q. And by observe that camp site for years, what do you mean by that?

A. There's a slew that goes up -- up off the river that you can -- it's navigable. You can take a boat and go in that slew and that's -- all that water that goes by camp site goes through the bridge -- the middle bridge, the one next to -- next to the river. All the water comes out of that slew, goes by the camp site and it is joined by other water that comes down through the swamp.

And let's say the Stroman line, that water and the other water in the swamp come down and run into that same slew and then goes by a camp site.

Q. We'll talk about that in a moment. You only have five stands that are depicted -- or we only have about five stands that are depicted on this aerial map. In the course of your using this property how many stands -- deer stands have you put up?

A. There's been 40 -- at least 40 or 50.

Q. Is that from 1986 until when?

A. Today.

Q. You mentioned that you hunted on the property and visit the property a lot. Can you give the Court an estimate of how many times you've been on the property, say, from '86 to 2000? And by that, how many times you went, say, a week or a month?

A. Did you say from '86 to 2000?

Q. Yes, sir.

A. That's 14 years.

Q. Just per month or per -- rather than --

A. I was down there more then than I am now.

Q. I understand that.

A. And I want to say me and my son almost went down there every -- not every weekend but almost every weekend because he loved it down there. He loved to go down there and I did, too. And I would say out of that 52 weeks in a year we probably went down there 35, 40 weekends. We almost lived down there.

Q. And you were living -- where were you living at the time?

A. In Columbia.

Q. In Columbia. And tell me, when you went down there would you stay in one particular place or two places or three places?

A. We had camp sites. We mostly stayed in -- right when we come in right above the field right in that corner, it's Atkins property now. We would either stay right there, but -- sometimes we would get in the boat but it's a lot easier to stay right there and camp and then use the boat. But sometimes we would take the boat and take -- and tent and go down and stay on the river at the camp site or any high spot on the river.

Q. Okay. You mentioned also that you liked to walk this property. What portions of the

property have you walked?

A. I've walked all of it. I've walked all of it hundreds of times. I'm talking hundreds of times. I've gone down -- where the water's running now, the Dean Creek that's running now, I walked down that creek from there all the way to the South Edisto River at least 100 times.

Q. Okay.

A. I walked all over the property probably 500 times.

Q. Do you believe you know this property pretty well?

A. I think I know this property as well as anybody or better than anybody I know.

Q. During -- and this is from the years 1986 to about 2000?

A. Yeah, but I went a good bit after that, too. I really -- you know, after I had my pacemaker that slowed me up.

Q. And I wanted to talk about that. After 2000 when you had your pacemaker put in, about 2008 when this controversy -- 2009 when this controversy began, how many times were you at the property during those years?

A. I want to say -- I think it's 2002 is

when I had the pacemaker put in. And I bought another piece of property over in Salley and I spent some time over there. That kind of took my time away from here, but I still came over and we walked in the swamp because I love to walk in the swamp. I would -- I had waders and I would just -- even if it was cold I'd go and just walk. And I would go sometimes and sit in a stand, not even have a gun or anything, just go and sit and observe the wildlife.

Q. And during all this time that you were walking, hunting, camping this area did you ever see anybody else there?

A. I never seen anybody on my property. And we're talking about the property that -- from the ridge all the way to the South Edisto River, on both sides of 39, up to Guinyard, never saw a soul.

Q. Did you ever see the logging activity that you've been -- that's been described?

A. Yes, I saw some logging that was done and it was after -- after the fact. I didn't see it when it was done, but at some point in time it was done. When I observed it, I didn't know who did it. I had -- as I mentioned, I bought a piece of property over in Salley and I had a gentleman to cut $488,000 worth of my timber and sold it. And I

didn't get -- well, the courts ended up -- I think I got 3,000 or $4,000.

Q. That's on another piece of property?

A. Another piece of property. And I thought that's what happened -- I thought he was taking my timber because he knew about this tract of land.

Q. This is the fellow that cut the timber on the other tract?

A. Yes.

Q. And what did you think he had done on this tract?

A. I thought he went and took the timber.

Q. I'm sorry?

A. I thought he went in and took the timber.

Q. Now, did you do any agricultural work, like clearing any property or planting any crops or anything like that?

A. Yes, sir. I built a couple of food plots on cleared -- put food plots, planted trees. I was buying trees from the Forest Commission right there -- I think it's Wedgefield when I started buying trees. I'd buy a couple of thousand trees a year. You pay for them in, like, September or

October, something like that, and you pick them up in January, or maybe December, just depending when you wanted to start planting.

Q. How many years did you buy and plant trees for the property?

A. I know I probably bought trees on -- at least five years, not -- maybe not consecutive but might have been a year between or maybe two years in a row but...

Q. About what time frame was this? Was this in the 2000s or before the turn of the century?

A. I want to say I probably started planting trees in the late '90s and right on through 2005, maybe.

Q. And where did you plant those trees?

A. I planted...

Q. Why don't you step down and point that to -- point that out to the judge? You'll have to turn so he can see.

A. Okay. I'll get in here. Okay. Planted trees off Furtick Road all in this area right here that's scattered out where the drive -- you know, where the dry land is.

Q. Is that kind of east of and south of -- or west and south of Stand 1?

A. Yeah, right. And I planted along this line -- all along in here.

Q. That's the southern boundary of Furtick Road?

A. Yeah. Right along Atkins tract, right in there. And I tried some in the wetter areas but they just didn't do any good.

Q. All right. You mentioned as well that you had done some food plots? I think that's the phrase you used?

A. Yes, sir.

Q. Is one of the areas where you did that depicted on Plaintiff's Exhibit Number 105?

A. Yes, sir.

Q. Is that in the area where it says clearing?

A. That's it.

Q. All right. And what did you do generally in that area?

A. Just plant stuff for deer.

Q. Well, I mean, you -- did you do anything more than that? Did you have to do something with the property?

A. Oh, yeah. We went in there and when I had people in there cutting timber, when this guy

took my timber I had to come up with some cash to give the bank because I just bought that property. I was going to use those trees to help pay for it. And when that happened I had to come on this tract, which I never would have done, to generate some funds to give the bank. And I told them -- I instructed them to go up in there and cut -- because I knew that area because my condo was right there, you know, down from there and I knew that was an area that's a little bit higher than the other land and it doesn't flood as readily, and I got them to go in there and cut those trees and then I took equipment and removed the stumps.

Q. All right. In the area you had cut, was that on the west side or the east side of the -- what's been referred to as the Stroman line?

A. At that time I didn't know anything about the Stroman line. It wasn't -- it didn't exist at that time. I just went in there and it really is on both sides of that line. More on the east side.

Q. More on the west side or the east side?

A. No, it's more on the -- more on the east side -- 39 side. More fill on 39 side.

Q. Are we just talking about the field or

the cut-in?

A. Well, I mean, we cut -- like I say, I didn't know anything about the Stroman line. But the field -- Mr. Stroman has put that line in since I cut and made the field. And the area where he brought the line through, I want to say it's -- one-third is on the west side and two-thirds of the field is on the east side.

Q. And we're talking about the field, now?

A. The field. Just the field.

Q. And the purpose of the field, which -- a portion of which is shown on Plaintiff's Exhibit Number 105, was to do what?

A. Food plots.

Q. When you went in there to -- after the trees had been cut to remove the stumps did you see or -- that you were disturbing any old creek bed or anything like that?

A. No, sir. I've walked that property forever since '86. I cut timber, I think, in maybe 2001, 2000 -- around 2001 and the trees were -- I used to walk in that area a lot, too, and there was no -- no creeks or anything in that area before I cut.

Q. And the timber that you cut -- we're not

talking about the field now, I'm talking about the timber. Was that to the west of the so-called Stroman line or to the east of the so-called Stroman line?

A. It was more to the west -- west of the Stroman line.

Q. Did you make any effort to honor the Stroman line in time to --

A. No.

Q. Wait till I finish my question. Did you make any effort to honor the so-called Stroman line and instruct the loggers to cut right up to that area?

A. No, sir.

Q. Now, you've heard a lot of discussion about diverting the stream. Did you ever try to divert any stream located along this property?

A. No, sir. I -- any place where there was water I did build some roads. And anywhere there was water -- just like the road I built, I was going to build -- I was building a duck pond and I built the road in and turned up and I dug a canal as I built the road. I used that dirt to build the road.

There's a lot of braided streams behind the Atkins -- we'll say the Atkins property. It's

braided streams that come down into the canal like and there's a pipe so all -- all the rainwater in the fields and all that would come down through there and run into my canal and then out through that pipe.

Q. Again, did you try to deliberately divert any --

A. No.

Q. -- stream?

A. No, sir. No, sir. There was no streams.

Q. Let me hand you what's been marked Defendant's Exhibit Number 1 and ask you if you know what that picture depicts or show.

A. It's a bird -- well, I say a bird house, fish house, I've heard it called lots of things. But yes, I recognize it.

Q. Do you know when that bird house was constructed?

A. Just from the testimony -- I never saw this bird house until after this whole proceeding started. I'm talking not just today. But we met down there one day and I saw it with Mr. Williams. And with the activity of them with equipment building that road and all, I want to say it was

around 2005.

Q. Okay. And is the bird house or tree house on your property?

A. No, sir.

Q. Did you have anything to do with the construction of what we've been referring to as the tree house or the bird house?

A. No, sir.

Q. Did you even know the bird house or tree house existed prior to this controversy arising?

A. No, sir.

Q. Let me hand you what's been marked Defendant's Exhibit -- Plaintiff's, rather, Exhibit Number 5 and tell you -- ask you do you recognize what's depicted in that picture?

A. Looks like a piece of corrugated metal.

Q. Have you seen that corrugated metal on the ground somewhere?

A. Just when we met over there.

Q. Did you put that corrugated metal there?

A. No, sir.

Q. Did you have anything to do --

A. No, sir.

Q. Well, let me finish my question. Did you have anything to do with placement of that

corrugated metal or the concrete wall that's indicated on Defendant's -- or shown on Defendant's Exhibit Number 1?

A. No, sir.

Q. Did you even know either of those two structures existed prior to this controversy?

A. No, sir. I didn't.

Q. So your only knowledge of when the bird house was constructed is based on testimony in this courtroom?

A. That's correct.

Q. Now, you testified a moment ago that you had walked this property hundreds of times.

A. Yes.

Q. Have you ever, in all those times that you have walked this property, seen a stream, an old creek bed, evidence of an old creek bed running along what we've identified in the last three days as the Stroman line?

A. The only time water runs there is when it rains. All the rain from what I call the swamp road, that's the road that -- the drive in. All that water has got to go somewhere and it comes down. It can -- it doesn't go to the river because my Hog Pen Road keeps that water from going that way

and it's like a little ridge. When I say ridge, it might be three or four -- maybe a foot higher that I used to walk before I cut my trees. I used to walk from there to the condo and it's a high ridge. So sometimes the river would flood and it go over the top of it, and that's the only time that water would go over that way. There's no water from the north side would go over to the south side of that ridge, just when the river flooded.

And all that water goes down, it goes by my field, clear field, and then it goes -- and I did some construction there, putting logs and pipes and all that to build my road up so I could get into my -- into the cleared field.

Q. All right. Well, why don't you step down and kind of demonstrate what you just testified to in terms of the flow of the water when the water's high?

A. Let's see. There's Hog Pen Road right there. It was a ridge -- it's like a little ridge that I used to walk before we cut the trees.

Q. Is that ridge there natural there?

A. Yeah, it's natural.

Q. You didn't put that in?

A. No, no. The road stops right here. I

got a food plot right there. And that's -- I used to walk to my condo there or, you know, take the boat -- because I do a lot of walking. I walked down that way and by camp site and sometimes I hit the creek and go on down to the river. And then once I cut the trees I go in my road that I built in here and I get in the creek, I'd walk down and cross, you know, to go up in here or around. I can now go -- I walk down there's a road that comes off of 39 where I've got a stand up in here, I can -- I can cut through the swamp. I've gotten pretty good going to places without a compass, I know it that good.

Q. Well, again, the water flow.

A. Okay. The water flow from my road right here, all --

Q. Hog Pen Road?

A. This Hog Pen Road, this road, all this water comes in here, comes down and it kind of congregates and comes down to right before you get to the field, it goes right on this side -- on this side of the field, turns, comes down like that, it runs on down. There's a slew that comes off the river like this and they run together right above my camp site. And then that -- both those come down

and go through the middle bridge right there.

I have never actually walked down that to the river. I have on the other one because when I first -- I want to say '87, that Spring I walked down where the water is now all the way down to the river. I put a flag in a tree on a limb, then the next day I got in the boat and went down to find out by river where that creek run into the river.

Q. So I take it the water flows not in the so-called Stroman line area but, rather, essentially from --

MR. WILLIAMS: Object. Leading, Your Honor.

MR. LANG: I haven't even gotten to the question yet. I'm sorry, but I haven't asked the question.

THE COURT: Go ahead, Mr. Lang.

BY MR. LANG:

Q. Does the water flow west to east, east to west, down the Stroman line?

A. No --

MR. WILLIAMS: Thank you.

THE WITNESS: There's a -- there's an island right here -- and I call it the island, I hunt the island. And it -- what it does -- this is

showing a stream right there. Well, that's not true. It's got -- it's braided there. Might be 20 or 30 or 50 little -- I mean, not small braids because that's a lot of water coming down there. And some of them flow against my island right there and then they turn. And when they get down here that island is sort of a high area where water coming off the river in the -- Dean Creek water, they go in their separate bridges. It's a higher area here -- unless it's flooding. When it floods, that water is all mixed up right in here. I never had my island to flood, even with the highest of all water. I never had that island to flood.

BY MR. LANG:

Q. You can resume your seat, please, sir. Thank you. Now, you heard and you've seen this blue line coming down here. Have you walked that blue line?

A. Yes, sir. That's the water that's flowing right now.

Q. Okay. Is that a stream that you recognize as a stream?

A. Well, it only -- it's only -- what you call a creek. Once it passed the Atkins property it goes about another 50, 75 yards and then it kind of

splits into about four channels. These four channels go in there about 100 yards and then it comes out together and forms back into a channel again, but there is some little small areas that kind of go to the right toward -- toward the river and there's some -- we'll call them fingers in there that are high ground that never flood and they got big white oaks and all that on them and the deer lay on those places in there.

Q. Does this stream ultimately go down to the Edisto River?

A. Yes, sir.

Q. Have you walked that?

A. Yes, sir. I've walked it a hundred times.

Q. Can you see that stream when it runs down?

A. Yes, sir. But what I'm saying is right in the middle, right in through here I can't say this -- I walked down this stream. There's several streams in here, I use -- the one I usually walk I come down -- I come down through there and there's one area that I can walk from my second field up in the swamp that is still there. I got -- I have to cross a big -- a lot of water. It's not -- it's

part of the water off Dean Creek. Once I cross there I can walk maybe 3 or 400 yards and then I come to another big stream of water. And right on the other side there's, like, an island, might be an acre, acre and a half, and it's got a great big old white oak going in it and, you know, the acorns fall and the deer love to eat, and that's in the middle of the swamp.

Q. Let me show you some pictures -- resume your seat. There's been a good bit of discussion about some equipment that was on the property in 2008 or 2009, and let me hand you what's been marked Plaintiff's Exhibits Number 34 and 35 and ask you to describe to the Court what is shown in those pictures.

A. That's my four-wheel drive tractor and it's got a set of disks on it.

Q. What were you using the disks for?

A. To plow. I mean, not there, but that's where they just set the disks at.

Q. Where were you plowing at that time, about 2009 or so?

A. It could have been in that field -- the cleared field. We've got two cleared fields in there. One is on the back -- back side of the

island between -- well, it's on the back side of the island that goes right up against the swamp.

Q. And the fact that the disks just happened to come to rest on some -- looks like some old logs, is that because of any particular reason for that?

A. Just happened to be right there when you cut the tractor off.

Q. Okay.

A. Because I don't remember when this thing got parked.

Q. Were you using that tractor, those disks, to divert a stream?

A. No.

Q. Anything like that?

A. Not -- I've heard testimony asked was it to pull logs, trees, all that -- no, sir. That's not -- I mean, it was to plow. That's what that was for.

Q. Let me hand you what's been marked Plaintiff's Exhibit Number 36 and ask you is that your backhoe Bobcat?

A. Yes, it is.

Q. What were you using that for?

A. Okay. This is what I helped use to

clear those fields that -- the cleared field and we had to go across another cleared field. When we cut -- when they cut the trees down they left stumps and all. And we use those to dig up stumps and push the debris in a pile and we burn it.

Q. Were you doing that to divert any stream or natural waterway?

A. No, sir. Just to fix a food plot.

Q. And the food plot -- what's the purpose of that again?

A. For wildlife.

Q. Let me hand you what's been marked Plaintiff's Exhibit Number 30 and do you know what that picture depicts or shows?

A. No, sir. I don't know if I've ever seen it before. I mean, other than this picture but I'm talking about in life. I couldn't tell you.

Q. Is it something that you did?

A. Not that I recall.

Q. Do you know where -- even where on the property that is?

A. I don't even know where it is.

Q. Let me hand you what's been marked Plaintiff's Exhibit Number 11 -- Numbers 11 and 12 and 13, actually, and ask you are those pictures of

something you recognize -- let me retrieve these others.

A. That looks like the road where I was building to my cleared field, and if it is I put that pipe in there.

Q. All right. And the purpose of the pipe is to do what?

A. Well, it's to let the water through because all the water that comes down from what I call Swamp Road, it can't get to the river. It's got -- it's got to come down through there and it runs into the Stroman line. All that water and turns and comes down right before it gets to my cleared little field there, it's on the Stroman plat. It turns and goes toward 39 and then a short distance -- it kind of goes around the cleared field and then it goes on to the gut that comes off the river and then by my camp -- camp site.

Q. This isn't a stream, it's just runoff --

A. Oh, it's just rainwater, yeah. It's not -- it only runs when it rains.

Q. And the purpose of that pipe again?

A. It keeps from washing the road out.

Q. And I handed you three pictures. Are those three pictures of the same thing?

A. I don't think they're the same pipe, I don't think. Because I think I've got -- I think I've got two pipes in there, you can see my clear field right -- right there.

Q. How about showing the Judge?

A. Oh. That's the field right there in that opening, right there. The Stroman line is about 100 yards over this way, so the water that goes down the Stroman line runs and goes through. That's the reason I put those pipes in.

THE COURT: The Stroman line is to the east of where you are?

THE WITNESS: Yes, sir. To the east.

THE COURT: Okay.

BY MR. LANG:

Q. Let me hand you what's been marked Plaintiff's Exhibit Number 24 and ask if you can identify where that picture was taken and what it is a picture of.

A. I don't recognize the picture but...

Q. All right.

A. I don't want to speculate what it is.

Q. I don't want that, either. And let me hand you what's been marked Plaintiff's Exhibit Number 28 and ask if you can identify what that is.

A. Yes, sir.

Q. Tell the Judge what it is.

A. That's my grill. See the legs? I thought -- at first when I saw it that's an outboard motor gas tank, but see the legs?

Q. About where was that located?

A. That's located on the creek.

Q. On what creek?

A. Dean -- well, running water of...

Q. Where this blue line is on this plat?

A. Yes, sir.

Q. Okay. Let me show you what's been marked Plaintiff's Exhibit Number 7.

THE COURT: You said grill; right?

THE WITNESS: Yeah. My grill --

THE COURT: Not steel?

THE WITNESS: Oh, no, no. Not steel. I know it's cutting down trees and all, and I'm trying to look at the background of those trees to figure out where that would be located and see. And I'm just going to tell you if I did this, it's on that road going to the field.

BY MR. LANG:

Q. Going through your cleared field?

A. Yeah. Going to the cleared field

because we did cut down some trees, but those -- the background, I just don't recognize the trees.

Q. But you did cut down some trees?

A. Oh, yeah, I did. I -- going that -- that roadway, yes, I did.

Q. Was the purpose of you cutting down those trees to divert a stream --

A. Oh, no, sir. It was to build the road. In fact, we even used some logs to lay down and to put dirt on to -- to build up.

Q. Let me hand you what's been marked as Plaintiff's Exhibit Number 22 and ask you if you can tell the Judge what that is a picture of.

A. I want to say this is my dam on my duck pond, this is the south side of it where my pipe goes through. I got boards and all to keep my road from washing down into the -- on the other side of my pipe and also keep from washing -- if you drive your truck or something across there the dirt doesn't get washed out, to hold it.

Q. You mentioned a duck pond that you were trying to build. Why don't you step down and show the Judge graphically where that duck pond was to be?

A. Yeah. Well, I mean, the only thing it's

lacking is -- the only thing it's lacking is my putting something in to keep the water let out when I want to instead of beavers doing it. It's -- it's right here. I guess -- which one is the Stroman line? The green or the yellow?

Q. The green is the Stroman line.

A. The green. Okay. That pipe is right there because he surveyed right on top of my pipe and then I built a road up, you know...

Q. Up north?

A. Yeah, on up to the creek, just had to do some fill. And, in fact, I had to put a pipe in -- there's a pipe up there because we are getting some water that was coming down -- down -- down this way.

Q. Going from west to east?

A. Going from west to east, yeah. Going from west to east. But that pipe that's right there, some beavers blocked it up one time and the duck pond was working. I had about three, four, five acres of water in there about four foot deep, but it started running over and washed my -- my road out. So I had to put another pipe in over here to kind of -- if it ever -- the beavers are bad about stopping it up. So when I unstopped that water -- I mean, water went gushing down through there and

that's why it sort of accented where it looks like, you know, you get a two-foot pipe with water running out full force, it's almost like a fire hose. It runs for a couple of days before all the water got back down. But after I added that pipe they stopped it up, but I hadn't had -- hadn't had it wash the road anymore.

Q. Was the purpose of the duck pond or any of this activity to alter a stream that existed on the property?

A. No. No stream. Everything was -- where I get most of my water that goes in the duck pond, if you notice anything...

Q. Turn --

A. Anything that's in the creek bed more or less stays in the creek bed. So any water that comes across the road or all the wetland water that kind of comes out of my fields and all this stuff, all this hundreds of acres has got to go somewhere. And what it does, it con -- it collects right there against my road down there. And you can see -- I mean, you can see little ribbons of where the water comes. It's not a stream, it's just rainwater that just collects against that road I've got down here and then it goes to the pipe.

Q. All right. Let me switch gears just a little bit. You heard the testimony of Mr. Steadman?

A. Yes.

Q. Were you with Mr. Steadman during the time that he and his crew were working on the survey which has been introduced as one of the Defendant's exhibits and close-up on this board?

A. I was there one or two days that they were down there, maybe three.

Q. All right. Are you aware of his finding this lighter knot up in the corner of the property that you're --

A. I wasn't there when he found it. What -- can I give a little background about that lighter knot?

Q. Well, just tell me if you --

A. No, I wasn't there when he found it.

Q. Are you aware that it was found?

A. Yes, sir. When I came hours later -- hour or two later and he said that he found it.

Q. Have you taken some -- a few pictures of that lighter knot?

A. Yes, sir.

Q. Let me hand you a picture and ask you,

is that a picture of the knot? Don't say anything, I haven't talked about it.

A. Oh.

Q. Is it?

A. Yes, sir.

Q. And when was that picture taken?

A. About six o'clock yesterday morning.

Q. All right. And were you present when the picture was taken?

A. I'm the one that took the picture.

Q. Does that picture accurately depict what you saw when the picture was taken?

A. Yes, sir.

Q. I'll take that from you. Let me hand you another picture and ask you if you know what is depicted or shown in that picture.

A. The same lighter knot from a different -- different angle.

Q. Okay. And did you take that picture?

A. Yes, sir.

Q. Does that picture accurately depict what you saw when you took the picture?

A. Yes, sir.

MR. LANG: Your Honor, I ask that these be marked as Defendant's 10 and 11.

MR. WILLIAMS: Your Honor, my first impression was to object because either I haven't seen these at all or these may be some that Mr. Lang gave to me --

MR. LANG: Yes, sir.

MR. WILLIAMS: -- yesterday. But once I see how generic the so-called lighter knot is, I would like for them to be in.

THE COURT: No objection?

MR. LANG: That's a nice no objection argument.

(DFT. EXHS. 10 and 11 in evidence.)

BY MR. LANG:

Q. Mr. Smith, let me hand you what's been marked as Defendant's Exhibits 10 and 11. And now, if you would, describe what is shown there and what you know about what is shown there.

A. This is an old creek bed that -- that's on the property right below the ridge. And when I showed Mr. Steadman the irons up on the hill, the two irons on the hill, and -- which -- and we were -- I knew -- with a compass I tried to find the corner. And I can't do the same thing with a compass as he does with an instrument. So -- but he's the one that found it.

Q. Why don't you step down so you can show the Judge the location of -- it's already marked, but just point out to us to remind everybody where that lighter knot is.

A. It's just right there.

Q. Is that the X that Mr. Steadman put on the property?

A. Yes, sir. It is.

Q. And what is the significance of that X in that lighter knot?

A. Well, it tied in, like I was telling you, about the old creek bed. I found remnants of steel and -- and that is the corner of this piece of property, Maxine Hart (phonetic).

Q. All right. And let me retrieve this, if you can take your seat again. And, again, is that the corner of your property or somebody else's property?

A. Well, it's the corner of -- it's on my property line but their corner.

Q. Okay. And where do you suggest -- where do you claim your property line is?

A. Furtick Road.

Q. And Furtick Road is shown on the Steadman survey?

A. Yes, sir.

Q. All right. And the lighter knot is just south of Furman Road?

A. Furtick Road.

Q. Furtick Road, sorry. And there's also an old stream bed that you suggested is there?

A. Yes, sir.

Q. And do you believe that your property line runs generally along the creek -- I'm sorry, the boundary of Dean Swamp?

MR. WILLIAMS: Objection. Leading.

MR. LANG: I said do you believe. That's not leading at all.

THE COURT: Go ahead. It's all right.

THE WITNESS: I believe my property line is below the ridge, but -- because I knew the farmland on top was Mr. Williams' and the bottom is Dean Swamp. And since I bought Dean Swamp that's my line, but it butts up to the bottom of the ridge.

BY MR. LANG:

Q. And you mentioned the farmland that you recognize that Mr. Williams owns. Did you find any other marks that generally comport with this purple line that's on Mr. Daves' aerial?

A. Yes, sir.

Q. All right. Why don't you come on down and tell the Court where you found these marks?

A. Okay. You're talking about --

Q. Stobs.

A. We've located this corner, this corner, this corner, this corner, this corner, this corner, and this corner.

Q. And by located, how did you do that?

A. With a survey instrument and this one we located by following -- I located by --

MR. WILLIAMS: Your Honor, I would object to the extent that he is venturing over into surveying kind of testimony.

MR. LANG: Let me clean it up.

THE COURT: I don't think he's reaching anything. He's just saying what he found.

MR. WILLIAMS: Okay. Yes, sir.

THE COURT: I think that's what he said.

MR. LANG: Yes, sir, I believe so, but let me make sure --

MR. WILLIAMS: He's talking about using surveying instruments.

THE COURT: He still found it.

MR. WILLIAMS: Yes, sir.

BY MR. LANG:

Q. All right. Let's talk about the lowest -- the southeastern corner of this purple...

A. Yes.

Q. Area. Did you actually see a mark there?

A. We found a stob. I'm not the only one that found a stob.

Q. Okay. But did you find it?

A. Yes.

Q. Did you see it?

A. Yes, sir.

Q. What was it?

A. It was an iron pipe -- opening of an iron pipe.

Q. And, to your knowledge, was it located approximately on the southeastern corner of this purple area?

A. Yes, sir.

Q. How do you know that?

A. I had a drawing.

Q. Okay. And are you familiar with the area enough to know that that's where -- approximately where you were?

A. Yes. I used another plat that I had seen.

Q. Okay. And how about the one that's to the east northeast of there?

A. That one was underground by about that much, but it had a South Edisto sticker on top.

Q. Okay.

A. Of one of these covers.

Q. And you saw that?

A. Yes, sir.

Q. And how about going -- now we're going north and west?

A. Yes, sir.

Q. Did you find the mark there?

A. It was right there and one there.

Q. And one directly to the north?

A. Right. Up here there was one stuck inside of a tree -- I mean, right in the tree bottom. Then we found another one right here, right there, the pipe inside the hedge road.

Q. Did you see all these?

A. Yes, sir.

Q. And you could locate them because you were familiar with this property?

A. Yes, sir. And then this is where the lighter knots are.

Q. Right in that corner right there?

A. Right there. And then I went and found another.

Q. And what was the mark that we're talking about from the lighter knot going south to a point of --

A. There was a lighter knot also.

Q. So we have two lighter knots?

A. Mm-hmm.

Q. Did you find any other points or marks that comport generally with this purple area?

A. The only one I didn't find was that one.

Q. Right by Stand 2?

A. Right.

Q. Okay. If you would, resume your seat.

MR. LANG: I'm looking for Defendant's Exhibit 2, begging the Court's indulgence. I seem to have misplaced the picture. There it is.

Q. Mr. Smith, let me ask you a few questions about stills.

A. Yes, sir.

Q. You know what the remnants of a still looks like?

A. Yes, sir.

Q. Have you seen an operating still?

A. Yes, sir. I have.

Q. Did you find any remnants of an old still anywhere in the area of this property?

A. Yes, sir.

Q. All right. Where?

A. I've totally found eight or nine stills on the property -- remnants, I'm sorry, remnants of stills. We're going to use --

Q. Again, turn so the Judge can see.

A. Okay. One -- one is right up this old creek bed before you get to Furtick Road, where Furtick Road is today. It's right about halfway between the lighter knot and Furtick Road.

Q. Did you take any pictures of the still remnants you found in that area?

A. Yes, sir.

Q. If you'll resume your seat I will show you. Let me hand you a copy of a picture and ask is that a picture of the still remnants which you discovered in the area you just described?

A. Yes, sir. Those are wash tubs that they use in the still operation. There's bottles, you know, jars.

Q. And let me retrieve -- well, let me ask you this. Who took that picture?

A. I want to say Chris did, Chris Daves.

Q. Were you there when the picture was taken?

A. Yes, sir.

Q. Does that accurately depict what you saw on the day the picture was taken?

A. Yes, sir.

MR. LANG: Your Honor, I ask that this be marked as Defendant's Exhibit Number 12.

MR. WILLIAMS: No objection.

(DFT. EXH. 12 in evidence.)

BY MR. LANG:

Q. Let me hand you back what has now been marked and entered as Defendant's Exhibit Number 12 and ask you, Mr. Smith. I think I asked you this before, but are you familiar with the operation of a still?

A. Yes, sir.

Q. What does the still need most of when it's operating?

A. It's got to have water.

Q. Was there any indication that water used to flow in the area where Defendant's Exhibit Number 12 was?

A. Yes. It's not in the picture, but there was an old creek bed that goes right by it.

Q. Do you believe that that is the old run of Dean Swamp Creek?

A. Yes, I do.

Q. Let me retrieve that from you. Let me hand you another picture and ask if you can identify that.

A. Yes, sir.

Q. What does it depict?

A. It says Lex Still.

Q. Is that in the same location?

A. Yes, sir. Same location.

Q. And were you present when that picture was taken?

A. Yes, sir.

Q. Who took the picture?

A. Chris.

Q. And does that picture accurately reflect what you saw on the day that picture was taken?

A. Yes, sir.

MR. LANG: Let me retrieve that from you and ask that this be marked as Plaintiff's Exhibit 13 -- Defendant's Exhibit 13.

MR. WILLIAMS: No objection.

(DFT. EXH. 13 in evidence.)

BY MR. LANG:

Q. Let me hand you another picture and ask if you recognize that.

A. Yes, sir.

Q. And what -- where was this picture taken?

A. We followed the old creek bed down into the swamp -- I mean -- yeah, followed it down and that was right there at the -- on the creek bed.

Q. Does that appear to be the remnants of a still?

A. Yes, sir. It is.

Q. If you'll step down for a minute because I think this is a different location --

A. Yes, sir.

Q. Back up, sorry. I got ahead of myself. Were you present when this picture was taken?

A. Yes, sir.

Q. Who took the picture?

A. Chris did.

Q. Did this picture accurately reflect what you saw on the day the picture was taken?

A. Yes, sir.

MR. LANG: Your Honor, I'd ask that this be marked and entered as Defendant's Exhibit 14.

MR. WILLIAMS: No objection.

(DFT. EXH. 14 in evidence.)

BY MR. LANG:

Q. Now if you'll step down, sorry. I got ahead of myself. And could you describe to the Judge where Defendant's Exhibit 14 -- what is depicted in Defendant's Exhibit 14 was?

A. Liquor still -- remnants of a liquor still.

Q. Where was it?

A. Oh. If you follow the old creek bed let's just use -- I don't know if this is any better or not.

MR. WILLIAMS: Excuse me, Louis. Which is this we're looking at?

MR. LANG: 14.

MR. WILLIAMS: 14. Thank you.

THE WITNESS: Followed the old creek bed down and it's about 25 -- maybe 75 yards from the existing running water now. And you can see where it comes right in here and you can see where the creek bed went on into the running water where it is today. And, also, there's another remnant of a still after you hit the running water. It's got, like, a little tributary over this way. And if you'll cross over like -- there's another

contributory and a big one right here, and there's other remnants of another still with the pipe and all right in that location.

Like I say, it's not just a single line. This is a swamp and it's got -- it's braided, I think is what they use -- what the other people have been using.

BY MR. LANG:

Q. One more still evolution. Let me hand you a document or a picture and ask you if you recognize that picture.

A. Yes, sir.

Q. What is it?

A. That's the same still that we just identified and that's the creek -- creek bed right there.

Q. Were you present when this picture was taken?

A. Yes.

Q. And does the picture accurately depict what you saw the day the picture was taken?

A. Yes.

Q. And who took the picture?

A. Chris.

MR. LANG: Your Honor, I ask that this

be marked as Defendant's Exhibit Number 15.

MR. WILLIAMS: No objection.

(DFT. EXH. 15 in evidence.)

BY MR. LANG:

Q. And, again, Mr. Smith, Defendant's Exhibit Number 15 was taken in the same location as Defendant's 14?

A. Yes, sir. And you have to have plenty of water to operate a still like that.

Q. Does Defendant's Exhibit 15 show what you believe to be an old creek bed?

A. Yes.

MR. LANG: Your Honor, if I could take two minutes. I have to retrieve a couple of exhibits I thought I had retrieved before, and I think I'm close to being done. Maybe another ten minutes we'll be done.

THE COURT: You can if you'll hand me 12, 13, 14, 15 to look at while you're doing that.

(A recess transpired.)

BY MR. LANG:

Q. Just a few more questions, Mr. Smith. Let me hand you what's been marked Plaintiff's Exhibit 79 -- 73, rather, and ask you if you had anything to do with the preparation of that

document.

A. No, sir. That's the first time I've seen it was when it was presented.

Q. And you weren't asked to adopt it --

A. No, sir.

Q. -- or attest to its voracity or anything or anything of that nature; is that correct?

A. No, sir.

Q. And, again, what document is that?

A. Looks like for doe tags.

Q. All right. Let me hand you a copy of what has been marked as Plaintiff's Exhibit Number 79 and ask you if you recognize that document.

A. It looks like a plat that Michael Arant made for me.

Q. Okay. And why did you -- what's the date of that plat, if you can see on that bad copy?

A. Gosh. Looks like -- 1990? September 18th, 1990 I think.

Q. All right.

A. I don't have my glasses on.

Q. And why did you have Mr. Arant do that survey for you?

A. My neighbor, we had -- the lady at that time, Ms. Fulmer, was 93 years old. And she was

concerned about her property, her husband had died and she really didn't know where the line was. So I got a surveyor to survey this line that was between and down here across the bottom.

Q. Is that generally what has now become the Atkins property, E.B. Atkins property?

A. Yes.

Q. And did you -- were you at all concerned when you asked Mr. Arant to do that survey with the eastern boundary of your property?

A. He didn't do the eastern boundary.

Q. You didn't tell him to do that?

A. No. All he done, he just did two lines for my -- well, it looks like he did this whole little square right here next to Atkins, he shot across to verify. I guess the surveyors have to tie other stobs.

Q. One more question. How many bridges are there on 39 going, I guess, northeast?

A. It's three bridges on 39.

Q. Okay. And does this blue current run of Dean Swamp Creek run under a bridge?

A. Yes, sir. Under the first bridge coming out of Springfield.

Q. Do you have a picture of when that --

approximately when that bridge may have been reconstructed or built?

A. When it was reconstructed -- I've got pictures of the old remnants when it was laying down, plus I've got a picture of when it was reconstructed.

Q. All right. Let me hand you -- is this good?

A. Yes.

Q. Let me hand you what's been marked as -- well, let me hand you a picture and ask you if that's a picture of what you just described as a bridge over the current run of Dean Swamp.

A. No, sir. This isn't the picture of that. Let me tell you why. This is a picture of the second bridge.

Q. Okay.

A. The first bridge has got a rail that goes across -- I couldn't get my camera to take a picture of -- of the 1968.

Q. What did that -- what did it show or was that --

A. I can see 1968, but if you look they've got a guardrail up there and the 1968 has a guardrail. The only reason for this one, the

guardrail sits out from the bridge.

Q. And on both bridges does it have the numeral 1968?

A. Yes.

Q. And did you take that picture?

A. Yes, sir.

Q. And does that picture reflect what you saw when you took it?

A. Yes.

MR. LANG: Let me have that and, Your Honor, I ask that this be marked Plaintiff's -- Defendant's Number 16.

MR. WILLIAMS: No objection.

(DFT. EXH. 16 in evidence.)

MR. LANG: Those are all the questions I have. Please answer any questions Mr. Williams may have.

EXAMINATION

BY MR. WILLIAMS:

Q. Good afternoon, Mr. Smith.

A. Yes, sir.

Q. How are you doing?

A. I'm doing fine.

Q. Good. Good. I've got some questions to ask you.

guardrail sits out from the bridge.

Q. And on both bridges does it have the numeral 1968?

A. Yes.

Q. And did you take that picture?

A. Yes, sir.

Q. And does that picture reflect what you saw when you took it?

A. Yes.

MR. LANG: Let me have that and, Your Honor, I ask that this be marked Plaintiff's -- Defendant's Number 16.

MR. WILLIAMS: No objection.

(DFT. EXH. 16 in evidence.)

MR. LANG: Those are all the questions I have. Please answer any questions Mr. Williams may have.

EXAMINATION

BY MR. WILLIAMS:

Q. Good afternoon, Mr. Smith.

A. Yes, sir.

Q. How are you doing?

A. I'm doing fine.

Q. Good. Good. I've got some questions to ask you.

A. All right, sir.

Q. The first thing I want to do, and I know you've already looked at this.

A. Yes, sir.

Q. But I just want to ask you a question or two. This is Plaintiff's Exhibit Number 3.

A. Yes, sir.

Q. Which is the deed into Mr. Till.

A. Yes, sir.

Q. And I believe that's the same parcel that you bought?

A. Yes, sir.

Q. All right, sir. And would you tell me the number of acres? I believe it's highlighted there.

A. 380.

Q. Yes, sir.

A. More or less.

Q. Yes, sir, that's right. And then look at this, please. What is that document?

A. That's my deed.

Q. The deed from Mr. Till to you?

A. Yes, sir.

Q. And wasn't it about two days later?

A. I -- I didn't see this document until

this stuff started here, but I heard it -- heard it say it's about two days later.

Q. Well, if you have any doubts about it --

A. No, no, sir. I don't.

Q. -- take your time and look at it.

A. No, I don't have any doubts.

Q. And what's the number of acres on your deed?

A. Mine is 400 more or less.

Q. Yes, sir. Now, how many pieces of property have you owned in your life?

A. I've owned -- owned and still own a lot.

Q. Yes, sir. Over your lifetime would you say you bought how many -- give me a guess. Twenty-five, 50, 100?

A. Maybe -- maybe 60 or 70.

Q. Sixty or 70 pieces of property.

A. Yes, sir.

Q. And it wasn't a red flag to you that it went from 380 acres to 400?

A. I never saw this until this -- just right now. Do you understand?

Q. I do, but that doesn't seem consistent with a business man who's owned 60 or 70 pieces of property.

A. Well, sir, I've been ripped off probably more times than I want to say but I trust people.

Q. Yes, sir. Well, let me ask you this. You said that you believed you had a thousand acres?

A. Yes, sir. My understanding, when I was looking at the property, I was told it was unsurveyed, had never been surveyed, so they didn't know how many acres it was. And that's the reason I gave $100,000 for it because we turned down buying it for $100 an acre when it was -- when he was asking a thousand acres for $100,000, that's $100 an acre. That land in 1986 wasn't worth $100 an acre, divided like that. I'm a business man and when I buy property I do it for a good investment, you know. I look at what the property is worth and if it was farmland, like my brother's, it's worth more money -- especially irrigated farmland that he has, it's worth more an acre. And this at that time, like I say, was a cut over, flooded swamp.

Q. Yes, sir. And you bought that. Were you represented by an attorney at that closing?

A. No, sir.

Q. No attorney?

A. No attorney.

Q. Did you get a mortgage on it when you

bought it?

A. I took up a mortgage. There was a mortgage at the Federal Land Bank that I -- in fact, I don't even know who was on the mortgage. It might have been Mr. Till. I never --

Q. I doubt he was on it, on a two-day flip --

A. I don't know who was on the mortgage.

Q. Yes, sir.

A. But I was just told that I could take over an $80,000 mortgage.

Q. And do you know how many acres were indicated on that mortgage?

A. No, sir. I don't remember.

Q. Have you refinanced it since then?

A. With First Citizens, yes.

Q. How many times have you refinanced it?

A. Just that -- just that one time. I paid it off with the mortgage and then I got a mortgage with First Citizens.

Q. Yes, sir. I believe you refinanced it in 2011?

A. Yes.

Q. How many acres did you include on the refinance paperwork in 2011?

A. How much is on that -- how much is on that mortgage?

Q. Yes, sir.

A. Probably a thousand.

Q. Let me show you this and ask if you recognize that. I think it's already been entered into evidence. That's Plaintiff's Number 61. Do you recognize that? Isn't that the mortgage you executed in 2011 for the property?

A. It may be. I mean...

Q. Well, take your time and look to see if you see your signature.

A. Oh, yeah, I can look at that. (Reading.) That looks like -- looks like it.

Q. Is that your signature?

A. Yes, sir.

Q. Look at the property description, which is the next page there. How many acres are indicated in that property description?

A. 400 more or less.

Q. Yes, sir. 400 acres in the property description in 2011?

A. Right, and gives the description.

Q. Yes, sir. I want to show you this next document, this one has not been entered into

evidence yet. Take a look at that, please, Mr. Smith, and see if you recognize that.

A. This looks like...

Q. Is that your affidavit?

A. Yes, sir. It is.

Q. If you can look on the last page and see if you see your signature.

A. Yes, sir. It is.

Q. And when was that affidavit dated?

A. 12/13/14 -- no. March 27, 2013.

Q. March 27, 2013?

A. Yes, sir.

Q. So just a couple of months ago -- a few months ago?

A. Yes, sir.

Q. All right. And you recognize that as your affidavit?

A. Yes.

MR. WILLIAMS: All right. I would ask to enter this into evidence.

MR. LANG: And the relevance of this is? The relevance of this is?

MR. WILLIAMS: Oh. We'll get to it.

MR. LANG: Well, I think you have to establish it before it goes in.

MR. WILLIAMS: Oh, okay.

MR. LANG: Just give me a hint.

MR. WILLIAMS: We're going to talk about some of the averments he made in his affidavit.

MR. LANG: And how is that relevant to anything? I object based on relevance. Are you talking about a prior inconsistent statement? Other than that, it's not relevant.

THE COURT: He can question him about a prior existing statement but the document doesn't necessarily come in I think is what you're saying, isn't it?

MR. LANG: Correct. I mean, he -- you know -- well, we can talk about that.

THE COURT: He's objecting to you putting a document in but not questioning him to say this or say that.

BY MR. WILLIAMS:

Q. All right. In your affidavit, Mr. Smith.

A. Yes.

Q. Let's just start with Paragraph Number 5. Would you read -- would you read that highlighted statement there?

A. (Reading.) I really need some glasses.

It says -- this surprises me that I had never had any problems with anyone for more than two decades that had passed since I bought my property.

Q. So in your affidavit, in that paragraph, that statement -- and let me ask you this. Look at the front page. Is that -- is this affidavit, was it made as part of this case?

A. I guess.

Q. Well, take your time and look at it. I'd rather have a definite answer.

A. Okay.

Q. Was this affidavit made as a part of this case?

A. Yes.

Q. All right. And that statement said you never had any problems with any neighbor in the two decades you owned the property; is that right?

A. Right.

Q. All right.

MR. LANG: Is that somehow -- are you going to get to an inconsistent statement somewhere?

MR. WILLIAMS: Yes.

MR. LANG: All right.

BY MR. WILLIAMS:

Q. Let me show you this document. Would

you read the caption of that document?

A. You mean like State of South Carolina?

Q. The names there.

A. Fulmer -- Fulmer and his grandmother.

Q. And who is the defendant in that case?

A. I am.

Q. Yes, sir. And you're welcome to look through that --

A. Yes, sir.

Q. Do you remember it?

A. Yes, sir. That's why I told you I had it surveyed.

Q. Well, isn't this a lawsuit that was filed against you?

A. I think we was trying to establish the -- the line.

Q. Yes, sir. Well, I'm just asking, is this a lawsuit that was filed against you?

A. Yes, sir.

Q. Okay. Would you look at the date on it, please? You might have to turn it sideways.

A. '97.

Q. All right, sir. And isn't it true, Mr. Smith, that this lawsuit was filed by the Fulmers against you about a property dispute -- a

property line dispute for this same piece of property?

A. Yes, sir.

Q. Okay. So in your affidavit when you say that you've never had any trouble with any neighbors for two decades, that's not really a true statement, is it?

MR. LANG: Well, wait a minute. That's not the statement that you just read. The statement says: Around 2008 my neighbor, Pat Williams, also one of the Plaintiffs in this lawsuit, contacted me claiming he and the other Plaintiffs own a portion of my land. This surprised me in that I never had any problems with anyone for more than two decades that have passed since I bought the property.

He didn't say neighbors. If you're going to do an inconsistent statement, at least do it precisely so it's a statement, that's Number 1. Number 2, this document is a summons and complaint. It's not a statement, just a pleading. I object.

BY MR. WILLIAMS:

Q. Is this true, Mr. Smith --

THE COURT: Let me rule on that. Mr. Lang, I think what he's put into evidence, in terms of testimony from your client, was that

there -- that he says in his affidavit, which was a statement at some point in time in this case, that he had no problems with anybody about this property. That's what I'm gleaning from what you all said including his sworn testimony. And then it's showing -- he shows your client a summons and complaint of a lawsuit. While it might be just an allegation, it's still a lawsuit. That would be, in my mind, a problem with the land line so I'm going to let it...

MR. LANG: But it is not an inconsistent statement.

THE COURT: It may or may not be. I'm going to let him go along with his questions. It's cross-examination. You have free reign on cross-examination now.

BY MR. WILLIAMS:

Q. So, Mr. Smith, you can take your time and look at that. Isn't it true that this complaint, this lawsuit, was -- I'm paraphrasing.

A. Yes.

Q. That the Fulmers were suing you about the property line on this same property?

A. The Atkins property.

Q. The Atkins property?

A. They were concerned about their property line.

Q. Yes, sir.

A. Yes, sir.

Q. And it was a lawsuit?

A. If you want to call this a lawsuit, they contacted me and we had to have a survey. I had already surveyed mine.

Q. Yes, sir.

A. I surveyed it with...

Q. Yes, sir.

A. Mr. Arant. And she just didn't think that my plat was accurate, I don't think. She said she's losing acreage or something.

Q. Yes, sir.

A. And you want me to tell you exactly what I told her? I said, have your property surveyed. And she was concerned she didn't have 100 acres, which I didn't have to do anything. I didn't have -- you know. I said -- she was 90-something years old, and I felt like when I become 94 years old I don't want to be harassed. So I told her, I said, I tell you. When you survey your property, if you don't have 100 acres I'll give you the acreage to make up your hundred acres. The only thing I ask

in return is if you ever get ready to sell, you sell to me and not take my land I'm giving you and sell to somebody else. And that's what the agreement was and that's what we did.

Q. Isn't it true that some of this surveying that was done in the past was a result of that lawsuit?

A. I think -- yeah, it was surveyed one more time. She had it surveyed, South Edisto Surveying again. I think that was '98 or was that 2002 -- they have a plat.

Q. Yes, sir. You filed -- you hired an attorney and filed an answer to that complaint, didn't you?

A. Oh, yes. I had to.

MR. WILLIAMS: Yes, sir. I would offer this into evidence as Plaintiff's next number, whatever that is.

MR. LANG: I object. It's not relevant.

THE COURT: I don't think the inconsistent part needs to come in because it may have other things in it beyond the prior inconsistent statement. You've cross-examined him, I think that's what you get to do.

MR. WILLIAMS: Yes, sir.

THE COURT REPORTER: So are we marking it?

THE COURT: No. I think that's what Mr. Lang's objection was.

MR. LANG: That was, Your Honor. Thank you.

THE COURT: I've ruled for you. It's been a long day.

MR. LANG: I'm sorry, and I don't mean to be abrupt. I have a bad back and it's about to kill me so if I interrupt --

THE COURT: We're all a little testy.

MR. LANG: That springing up and down is getting to me.

BY MR. WILLIAMS:

Q. Mr. Smith, I'm going back to your affidavit and I'd ask you to read the highlighted part in Paragraph 7.

A. I've always understood my property to encompass over a thousand acres and the tax notice I have received over the years confirms this. I have attached an affidavit -- I attached an example, attached those for '93 to '98 to show the property tax of 1440 and 1488 acres respectively.

Q. So your voice sort of trailed off a

little bit. Let me make sure. You attached two tax receipts to your affidavit?

A. Yes.

Q. To prove, from your perspective --

A. Right.

Q. To prove that you've been paying taxes on 1400 and something acres?

A. Yes.

Q. Is that correct?

A. Yes.

Q. Would you turn back to those two exhibits on your affidavit?

A. Okay.

Q. How many acres are indicated on that first exhibit?

A. It looks like 1440.

Q. Look right here where it says acres, please.

A. Oh, 400.

Q. Yes, sir.

A. That's what's on my deed.

Q. Well, is that on this receipt that you attached to your affidavit?

A. Yeah, but they multiply it times the millage and that's what -- see the levy?

Q. Yes, sir.

A. Times 1440, and that comes out to that.

Q. Yes, sir. I understand. But what I'm asking is about the number of acres.

A. That's what it says. Does that say acres or -- I can't read.

Q. Well, look right there where it says acres.

A. Yes, sir. It says 400 there and it says 1440 here.

Q. So what you believe -- is it your testimony that you believe that this tax receipt shows that you paid taxes on 1400 and something acres?

A. I mean, I'm just going by what it says.

Q. That's what you believe?

A. Yes.

Q. Look at this -- the next exhibit on your affidavit, please. How many acres does that exhibit indicate?

A. 1480.

Q. How about where I've got the acres number highlighted on there?

A. 400.

Q. 400. So your understanding of that is

that you're paying taxes on 1400 and something acres?

A. That's what I thought this notice says.

Q. Yes, sir. So if that really -- hypothetically if that really says you're paying on 400 acres, would that -- were you confused?

A. I was going by what it says. See, multiply out times the levy and that's what that number comes out to.

Q. Yes, sir. But you understand there's all kind of different numbers on a tax receipt -- millage numbers and all that kind of stuff?

A. Mm-hmm. But when it says acres, I figure acres is acres.

Q. Yes, sir. Well, what does it say under acres in this plat?

A. Well, that's what's on my deed. I just thought that's what's on the deed, but they were charging me for.

Q. So 400 is on your deed?

A. Right.

Q. And 400 is on the tax receipt? Right there.

A. Yes, sir.

Q. But -- but you still thought you were

paying for 1400 and something?

A. Well, I mean, I thought that's what it says.

Q. All right.

A. 1480.

THE COURT: Let me -- we've seen several documents with 400 acres. I get your point.

BY MR. WILLIAMS:

Q. I want to show you that document and see if you recognize that document.

A. Yes. That's my ex-wife versus me.

Q. And what is the title of this document?

A. Affidavit of Francis Carlisle Smith.

Q. Is that related to your divorce?

A. Yes.

Q. And in what year was that?

A. I want to say around '93.

Q. All right, sir. Did you include a list of your real estate at that time with that affidavit?

A. I don't know if I did or not.

Q. Well, flip over towards the back.

A. Yeah.

Q. Look at that one I have highlighted and read that, please.

A. 440 acres.
Q. Springfield?
A. Uh-huh.
Q. So at the time you made that affidavit, you believed it to be 440 acres?
A. I was just going by what was on the -- I don't even know how I come up with 440.
Q. That's --
A. 440.
Q. Yes, sir. That's a sworn affidavit, is it not --
A. Yes.
Q. -- that you submitted to the Court?
A. But you do realize that this land hadn't been surveyed. I mean, I could have put down --
Q. Well, see, what I'm working with is in your affidavit you said you believe you have a thousand acres.
A. Yes. But I can't -- it hadn't been surveyed so, you know, until it's surveyed it could be six acres or it could be 600 acres. I mean --
Q. Well --
A. Do you understand what I'm saying?
Q. I do. What does an affidavit mean to you?

A. Well, an affidavit means you...

Q. You swear to what you believe to be the truth?

A. Yes, but I had no way to prove what the acreage was. I mean...

Q. Well, let me ask you this, Mr. Smith. When you made that affidavit in 1997 did you swear at that time that you believed that was 440 acres?

A. I guess I did.

Q. Thank you. When did you start believing you had a thousand acres?

A. When I bought the property.

Q. You bought it in?

A. '86.

Q. '86?

A. Mm-hmm.

Q. But in '97 you swore you had 440?

A. 440 -- like I -- like I tell -- like I explained to you, it's never been surveyed. I could have said 840, I could have said 1240. I mean, does Mr. Williams know how many acres he had? No. It's just a guesstimation.

THE COURT: Mr. Smith, he's asking the questions.

THE WITNESS: Oh, I'm sorry. I'm sorry.

THE COURT: Hold on just a second. Mr. Williams, this is a surveying case, it's a boundary line case. What either of these parties to the case think they have in acreage doesn't really make any difference at this point, it's a battle of the surveyors as I see the case. So he said what he thought he had both ways and on the affidavit, so let's move on.

MR. WILLIAMS: Yes, sir. Let me see if I can find some pictures. I -- believe it or not, Your Honor, I had them sort of laid out and then we've been through them since then and got them all mixed up. This might be sort of random, I apologize.

Q. Looking at Plaintiff's Exhibit Number 22. Do you acknowledge that that's something that you did?

A. Yes, sir. I will say that's my road, that's pipe.

Q. All right, sir. Thank you. Looking at Plaintiff's Number 7, do you acknowledge that's something you did?

A. I can't acknowledge that because I really don't know where it's at.

Q. Okay.

A. And I tried to look at background to see if I can bring it.

Q. Plaintiff's Number 42?

A. Yes, sir.

Q. Do you acknowledge that's something you did?

A. Yes, sir.

Q. Plaintiff's Number 8, do you recognize and acknowledge that?

A. Again, I can't -- I can't say yes to that one.

Q. Plaintiff's Number 10, do you recognize and acknowledge that?

A. I really don't recognize it, but that looks like maybe where I was building the road but I really don't remember that stump if that's what you're asking me.

Q. All right, sir. Plaintiff's Number 19, do you recognize and acknowledge that?

A. No, sir. I don't know what it is because that deer stand -- that's not mine.

Q. That's not yours. How about this one, 67? Do you recognize that picture?

A. Yes.

Q. Where is that picture taken?

A. This is taken right down the hill from Mr. Williams' property.

Q. Would it be -- I'm pointing on your drawing that Mr. Steadman made.

A. Right.

Q. I'm pointing about midway through this line called the edge of Dean Swamp.

A. Yes, sir.

Q. Is that about where that is?

A. Yes, sir. But down -- down the hill where it flattens out.

Q. All right, sir. Did -- let's see. Did you put the barricade up there?

A. Yes, sir. The cable and -- I was there when it was done.

Q. All right, sir. How about the deer feeders that are in that picture?

A. Yes, sir.

Q. They were -- they were down below this ridge area?

A. Yes, sir.

Q. And you brought them back up and put them up beyond the cables?

A. Yes, sir.

Q. Is this another close-up picture of that

same thing?

A. Same thing.

Q. Yes, sir.

THE COURT: Refer to them by numbers, please.

MR. WILLIAMS: Excuse me?

THE COURT: Refer to them by numbers so there's a record --

MR. WILLIAMS: I'm sorry.

THE COURT: -- of what you're showing.

MR. WILLIAMS: I'm so sorry.

Q. This next to last one was 67?

A. Yes, sir.

Q. And the last one was 66?

A. Yes, sir.

Q. Looking at Plaintiff's Number 65, is that your posted no trespassing sign?

A. Yes.

Q. Your chain and lock?

A. Yes, sir.

Q. Where -- where was this located?

A. I thought it was where those were but I don't know -- I thought I heard -- it might have been where those things were -- right there where those trees were.

MR. WILLIAMS: Your Honor, I apologize for not being quicker, but this may be some of the -- it's an important part of the case and I just ask your patience.

Q. How many liquor stills -- I got a little bit lost in your direct examination from Mr. Lang. How many liquor stills do you believe you saw?

A. I have found on -- on the property eight or nine stills.

Q. Well, as far as your testimony a little while ago is concerned, how many were you testifying about?

A. Two.

Q. Two? So some of those pictures were duplicates?

A. No, no. No, sir.

Q. I mean, some of the pictures were showing the same still?

A. Oh. He had pictures of this one and one other one.

Q. Okay.

A. And it could have been duplicates of the same one or the others.

Q. Yes, sir.

A. But he only had two that we had pictures

of.

Q. In this one we're looking at at the moment is Defendant's Exhibit Number 2 for identification.

A. Yes, sir.

Q. I believe we actually got one into evidence.

A. Yes, sir. We do.

MR. LANG: Can we find Defendant's 2 to let him look?

MR. WILLIAMS: I found the real one, let's just look at it.

Q. This is Number 12, Defendant's Exhibit Number 12. What do you see in that picture of significance, Mr. Smith?

A. The old wash tubs and it's a lot of mason jars and stuff that they put alcohol in.

Q. You say a lot of mason jars. How many do you see?

A. Well, right there I see one.

Q. One?

A. One mason jar and two wash tubs.

Q. Two wash tubs. Do you recall, Mr. Smith -- up in this area, the top part of this Steadman drawing.

A. Mm-hmm.

Q. Sort of near where the so-called lighter stump is.

A. Yes, sir.

Q. Do you recall a little road that goes off of Furtick Drive, sort of across here along the ridge line?

A. It's further up the road about a couple of hundred yards.

Q. Isn't it true that people have used that as a trash dump from time to time?

A. I've seen trash thrown in there, yes, sir.

Q. Yes, sir. And old wash tubs and jars, aren't those very common things you would see in a trash dump?

A. Usually they recycle any metal they can get now.

Q. Well, sure. But that stuff has been there a long time.

A. Yes, sir, but it's not right on the road. This is a hundred yards off the road.

Q. Sure. But -- I'll rephrase the question. Isn't it common in an old country dumping ground to see metal objects like old wash tubs and

things?

A. Yes, sir. You may find.

Q. Sure. Thank you, sir. Mr. Smith, you sort of testified, maybe a little bit indirectly, I don't know that Mr. Lang asked you a direct question, but you testified sort of a little bit indirectly about the property line being Dean Swamp and -- and about your believing that you bought Dean Swamp.

A. Yes, sir.

Q. Do you recall that?

A. Yes, sir.

Q. Now, your deed, the property description actually says Dean Swamp Creek, doesn't it?

A. No, sir.

Q. What does it say?

A. Waters of Dean Swamp Creek.

Q. The waters of Dean Swamp Creek?

A. Yes, sir.

Q. All right, sir. So the Dean Swamp -- I'm just asking, I'm guessing you're getting that from the Plaintiff's deed; is that right?

A. Oh, you're talking about Dean Swamp?

Q. Yes, sir.

A. No, sir. I was getting that from my

deed. When it says waters of Dean's Creek, I'm saying that all the water that comes through that dam on Highway 4 is Dean Swamp Creek water.

Q. I think I'm understanding. What you're saying is if this is Dean Swamp Creek or this is Dean Swamp Creek, either one, that by your deed you get the land that would be covered by the water in Dean Swamp Creek at the highest possible level?

A. The waters of Dean Swamp.

Q. Is that what you're saying?

A. Before Furtick Road was installed.

Q. All right.

A. I mean, the deeds go back that far before Furtick Road.

Q. So that's why you're claiming all the way up here this ridge line and all like that?

A. I've been hunting that for 25 years.

Q. Yes, sir. But as far as that terminology, the Dean Swamp and so forth.

A. Yes, sir.

Q. That's because you're claiming everything -- the high water mark?

A. Yes, sir.

Q. Now, that's what it says, your property boundary is the waters of Dean Swamp; right?

A. Yes, sir.

Q. Let me ask you this. Wouldn't the waters of Dean Swamp rise at the same level on one side of the swamp as they rise on the other side of the swamp?

A. Yes, sir, on five acres, I'm sorry. Better change it from 400 to five, because I get flooded -- I get flooded out, all except a few.

Q. Why wouldn't -- if you go -- if you're going to go -- if you're going to go by the high water mark of Dean Swamp, why wouldn't you take the high water mark on your side?

A. When I bought the property I had an understanding -- I was verbally told that I was buying Dean Swamp. And on the map Dean Swamp is labeled Dean Swamp.

Q. But you just testified that you thought it was measured by the high water mark or the waters of Dean Swamp.

A. Waters of.

Q. Well, wouldn't they rise equally on your side as they do on the other side?

A. Yes, sir.

Q. So why wouldn't you tell the surveyor to go to the high water mark on your side?

A. Back in 1850 Jacob Stroman bought Dean Swamp Plantation.

Q. And that's why?

A. I mean, he bought it. That's in my chain of title.

Q. Yes, sir. Okay. I believe you said one deer stand has been there for five years?

A. I've got one that's been there since 1987.

Q. I'm just asking about your testimony a while ago.

A. Yes, sir.

Q. You said one's been there five years?

A. Yes, sir.

Q. You said one's been there about ten years?

A. Yes, sir.

Q. Another one has been there about ten years?

A. Yes, sir.

Q. Another one has been there about five?

A. Yes, sir.

Q. Another one five, and the elevated platform at the camp site you said has been there about eight. Did I get that right?

A. But these deer stands been in that location. These are climbing stands.

Q. Yes, sir.

A. And I move them around. I don't keep them in the same tree, same vicinity.

Q. Yes, sir.

A. They're not the same tree.

Q. Okay. Let me ask you about Guinyard Hunt Club.

A. Yes, sir.

Q. Are you a member of Guinyard Hunt Club?

A. No, sir.

Q. Well, I noticed a lot of the signs you put up said Guinyard Hunt Club.

Bear with me. He's going to look for an exhibit for me.

Let me ask you this. We looked at an exhibit a while ago, and I think Mr. Lang asked you about it, that had 400 acres under your name on the Guinyard Club doe tag application?

A. Yes.

Q. Were you a member at that time?

A. No, sir. I've never been a member.

Q. Are you associated at all with Guinyard Hunt Club?

A. They just hunt some of my property up in Salley.

Q. In Salley?

A. Mm-hmm.

Q. What about Sam Boat (phonetic) Cooper? Do you know him?

A. Yes, sir.

Q. Eugene Fogle?

A. Yes, sir.

Q. Are they members of Guinyard Hunt Club?

A. Yes, sir.

Q. Here's -- I'm looking at Plaintiff's Number 73.

A. Yes, sir.

Q. I believe Mr. Lang asked you about that?

A. Yes, sir.

Q. Guinyard Hunt Club doe application?

A. Mm-hmm.

Q. Turn over to -- I believe it's about the third page. Read what you have -- what's highlighted there, please, sir.

A. Carlisle Smith, 105 Jabay Street, Columbia, South Carolina.

Q. Was that your address at that time?

A. I don't know. When was this?

Q. I believe that is a 1999 application.
A. No, sir.
Q. So --
A. That's not my address.
Q. Do you have any idea how your 400 acres got included in that application?
A. No, sir. I don't.
Q. Do you believe somebody was doing something fraudulent?
A. I'm not saying that but, I mean, I don't know how it got in there.
Q. When Mr. Lang was asking you questions at one point you were talking about how much you walk in there.
A. Yes, sir.
Q. And you said, I walk all down this line where the water is running now.
A. Yes, sir.
Q. That suggests to me -- running now, that maybe previously it ran somewhere else.
A. I think we -- I told you that where those liquor stills are there was a creek there. You could see braided from Furtick Road, if you walk down Furtick Road, you'll see braided streams that are dry right now. And you look on the other side

and see the swamp. And Furtick Road blocks all the waters from coming through, so the liquor stills are on where running water is now. But the increase in volume, those two pipes, was increased when they built Furtick Road.

Q. Were you -- did you own that property when they built Furtick Road?

A. No, sir, but I heard testimony.

Q. Yes, sir. And were you around to observe where the water ran before Furtick Road was built?

A. No, sir. I could see they were talking about old runs and they could see the braiding and all this stuff. You can still see the braiding, even though no water's run through there in 50 years, you can still see the braiding in the land.

Q. Mr. Smith, you testified for Mr. Lang, I think, and I was having trouble hearing parts.

A. Yes, sir.

Q. But I believe you testified that you observed timber harvesting over in this area?

A. I didn't observe it. I noticed it was cut.

Q. You noticed it was cut?

A. Yes, sir.

Q. Okay. On land that you believe to be your land?

A. Yes, sir.

Q. Why didn't you pursue that?

A. I already had the man arrested.

Q. Did you have somebody arrested involved with this?

A. Leonard Story.

Q. Leonard Story?

A. Yeah. He stole $488,000 worth. I wasn't going to prosecute him, but the Forest Commission came to me --

Q. Where was that land?

A. In Salley.

Q. Okay. Well, let's get back to this land if you don't mind.

A. All right.

Q. When you saw that timber was harvested, why didn't you pursue that?

A. Immediately I thought he had done it.

Q. Thought who done it?

A. Leonard Story.

Q. Okay.

A. And I had him arrested, spent all my time and all. They put him in jail and -- the

Forest Commission did this because he had been taking timber from other places.

Q. Let me ask you a question, Mr. Smith. And I apologize. If you need to finish something go ahead. The only reason I'm trying to hurry up is because --

A. That's fine. But I was just telling you I thought he done it.

Q. Yes, sir. But you had him arrested one time?

A. Yes, sir.

Q. And you thought he stole timber but didn't pursue it this time?

A. It didn't do me good the last time. I got no money out of it. All they done is put a judgment against him.

Q. Okay. Now, there was testimony that timber was harvested in '88, '78, 2003. You didn't pursue any of those?

A. Well, I didn't recall any cut in '88.

Q. Yes, sir. When did you go after Mr. Leonard Story?

A. 2001.

Q. So that wouldn't have had any bearing on '78 -- well, you didn't own it yet in '78. In '88?

A. I didn't see any cut. I don't recall any cut in '88.

Q. All right. Let me show you this next exhibit. This is identified as Plaintiff's Exhibit 101.

A. 101.

Q. Now, can you see sort of on the east side of the Stroman line, can you see that lighter shaded area there?

A. Mm-hmm.

Q. Is that where you harvested your timber a few years ago?

A. Yes, sir.

Q. Now, do you notice how the area where you harvested your timber, starting just south of the Atkins plat and going, oh, probably about three-fourths of the way to the river, do you see how your harvest area matches Mr. Stroman's line so closely?

A. This box.

Q. The way it matches it so closely, are you testifying that's just a coincidence?

A. The loggers, when -- when they cut, they drag timber only so far.

Q. Yes, sir.

A. And they have to set up another logging deck. And at that time when they logged, I had a road right there and I didn't want them to go messing up my roads because they will mess up the roads.

Q. Well, let me sort of focus you back on the question. The way your timber was cut in such a close match to the Stroman line, are you saying that that was just pure coincidence --

A. Well, I mean, I went across the Stroman line -- Stroman line didn't exist when I cut my timber.

Q. Yes, sir. But maybe the old creek bed did.

A. There was no creek bed.

Q. Yes, sir. I understand. That's your testimony?

A. Yes, sir.

Q. Okay. Thank you, sir. Do you recall a couple of years ago when timber was harvested on the south side of 39?

A. Yes, sir.

Q. And you believed that to be your timber, didn't you?

A. I got very upset when I saw it. And my

attorney at that time, he can verify I got totally upset when I called him on the phone from that site and sent him a letter.

Q. Yes, sir. Well, when you saw this timber harvested over here, isn't it true that you went to the Forestry Commission to report it?

A. I went to the Forestry Commission and they said that that land didn't belong to -- it wasn't in my name.

Q. Yes, sir. And --

A. It was in White's name.

Q. You actually told them at the Forestry Commission that Mr. Williams harvested it, didn't you?

A. I told them -- I really didn't know who harvested it.

Q. Didn't you tell them you thought it was Mr. Williams?

A. I might have told them I thought it was him.

Q. Yes, sir. And you had your attorney, Mr. Mike Tighe, call me?

A. Okay.

Q. Didn't you?

A. I talked to -- I think English is the

one I called that day. I might have called -- whoever was in the office, I talked to one of them. I was very upset.

Q. Yes, sir. Because you thought somebody stole your timber?

A. Yes, sir, again.

Q. But you didn't pursue it?

A. Well, they told me it was in the -- in the middle of litigation. I mean, we have a property dispute.

Q. Yes, sir. Let me ask you this. You testified that you planted pine trees right up here.

A. No.

Q. Just barely east of the Atkins plat?

A. I didn't say pine trees.

Q. What kind of trees?

A. Well, I planted pines, persimmons, oak. I tried some -- I don't know what these little -- but it was, like, ten different kinds of trees.

Q. Up here east of the Atkins plat, Atkins parcel?

A. Yeah. On the other side of running water up in there, all up in there, down to where the water -- where they won't grow on my -- on -- on the other side of Atkins in there down. I mean, I

had several -- couple of thousand trees.

Q. A couple of thousand? Did your --

A. Each time, I mean.

Q. Now, you mentioned -- you did mention pines when you listed them out.

A. Yes, sir.

Q. Pines are usually planted in rows; right?

A. Well, no. What we done in those areas, we weren't planting them in the field. I just took the gibbet (phonetic).

Q. Yes, sir.

A. And if you notice in my fields we planted those in rows. But mostly what we planted in the woods were white oak, something -- they call it turkey oak.

Q. Yes, sir. Let me ask you this. You -- you brought pictures of the lighter stump?

A. Uh-huh.

Q. You brought pictures of the liquor still?

A. Mm-hmm.

Q. Why didn't you bring pictures of the trees you planted?

A. Well, it's hard to designate which trees

you planted when there's trees, but I guess I could, you know.

Q. And I notice you didn't have any -- either one of your experts to say anything about the trees you planted.

A. No, sir.

Q. Mr. Lang showed you some pictures of a Bobcat.

A. Yes, sir.

Q. And you acknowledge that that's your Bobcat?

A. Yes, sir.

Q. Did you recognize the place where the picture was taken?

A. If you'll let me look at it again I might be able to.

Q. Here it is. This is Plaintiff's Exhibit Number 36. Do you recognize where that picture was taken, Mr. Smith?

A. No, sir. I can't pinpoint where.

Q. Could you just tell me whether the picture was taken on the west side or the east side of the Stroman line?

A. I'm not sure where it was -- I mean, this equipment I never had it in the swamp -- well,

yes, I did, too, on the east side is what I cleared that field. The so-called Stroman line was on the other side. But this piece of equipment was just used to build that road and to clear these two fields.

Q. Let's look at Number 34, the tractor.

A. Yes, sir.

Q. Do you recognize the spot where that picture was taken?

A. No, sir. It's hard to tell. It might have been in that area, but I can't -- it's hard to tell just from a snapshot.

Q. That's fine. Let me ask you this. You -- in your direct examination with Mr. Lang you used the term wetlands quite a bit, talking about these areas on the S&ME diagram. Sort of in the northern part where you said you planted the trees and all down through the swamp. And you also talked a lot about pipes you put in and roads you built.

A. Mm-hmm.

Q. Did you ever consult with the Corps of Engineers on making those modifications?

A. No, sir. I didn't.

Q. You testified that you found markers, points, iron at these corners?

A. Yes.

Q. And I'm pointing to the S&ME map, the purple lines.

A. Yes.

Q. South of 39.

A. Yes, sir.

Q. You said you used a plat. What plat did you use?

A. ASE plat.

Q. ASE plat?

A. Yes -- an ASE drawing.

Q. An ASE drawing?

A. Yes.

Q. Now, an ASE drawing is specific enough to have iron locations and stuff?

A. Yes, sir.

Q. Okay. Now, are you aware, Mr. Smith, that the Plaintiffs sold 200 acres below 39?

A. I understand that now.

Q. Yes, sir. And I believe that was in the year either 2000 or 2003. Does that sound right to you?

A. I didn't know they sold -- it was sold until after this thing had started.

Q. Well, as of this day, as you're sitting

there, do you believe you own this parcel here below 39?

A. I think it was in the original when I bought the property.

Q. You believe you own that?

A. Yes, sir.

MR. WILLIAMS: Okay. I believe that's all the questions. Thank you.

THE COURT: Mr. Lang?

MR. LANG: Very briefly.

EXAMINATION

BY MR. LANG:

Q. Take a look at Plaintiff's 61. Do you have any idea where it is, Plaintiff's 61?

MR. WILLIAMS: I'll help you look for it.

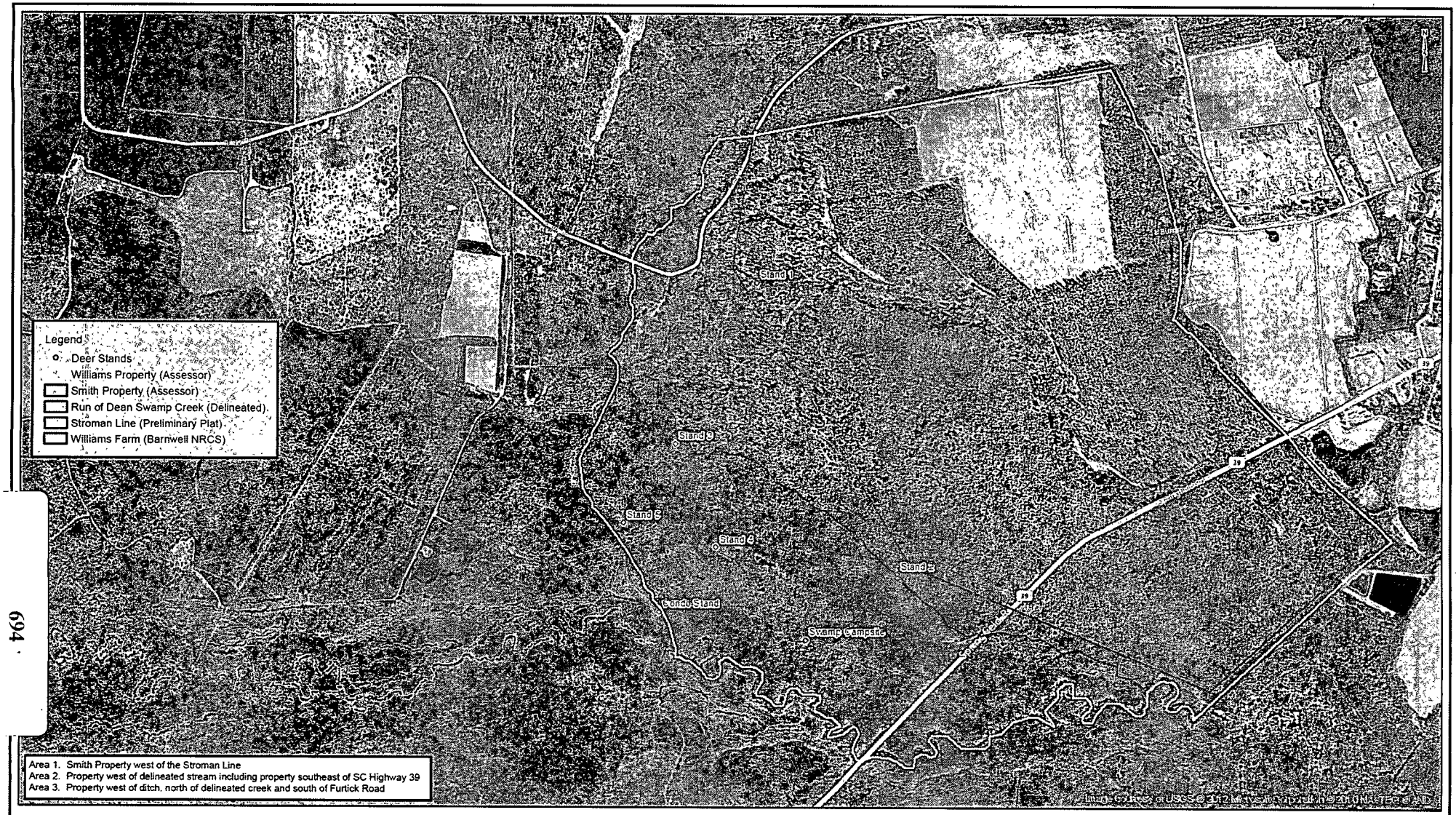
THE COURT: Here it is.

BY MR. LANG:

Q. Mr. Smith, just very briefly.

A. Yes.

Q. Let me hand you what's been marked Plaintiff's Number 61 and that's the mortgage refinancing not only this property but other property that you own. Did you prepare that document?




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*Sources: ESRI Resource Center*
*Bing Maps Hybrid Layer*
*NAIP Aerial Photography - 2009*
*Orangeburg County GIS website*
*Orangeburg County Assessor's Office*

Feet
0 1,000 2,000 4,000

| | |
|---|---|
| SCALE: | 1 in = 1,000 ft |
| CHECKED BY: | WCD |
| DRAWN BY: | ADW |
| DATE: | 11/6/2012 |

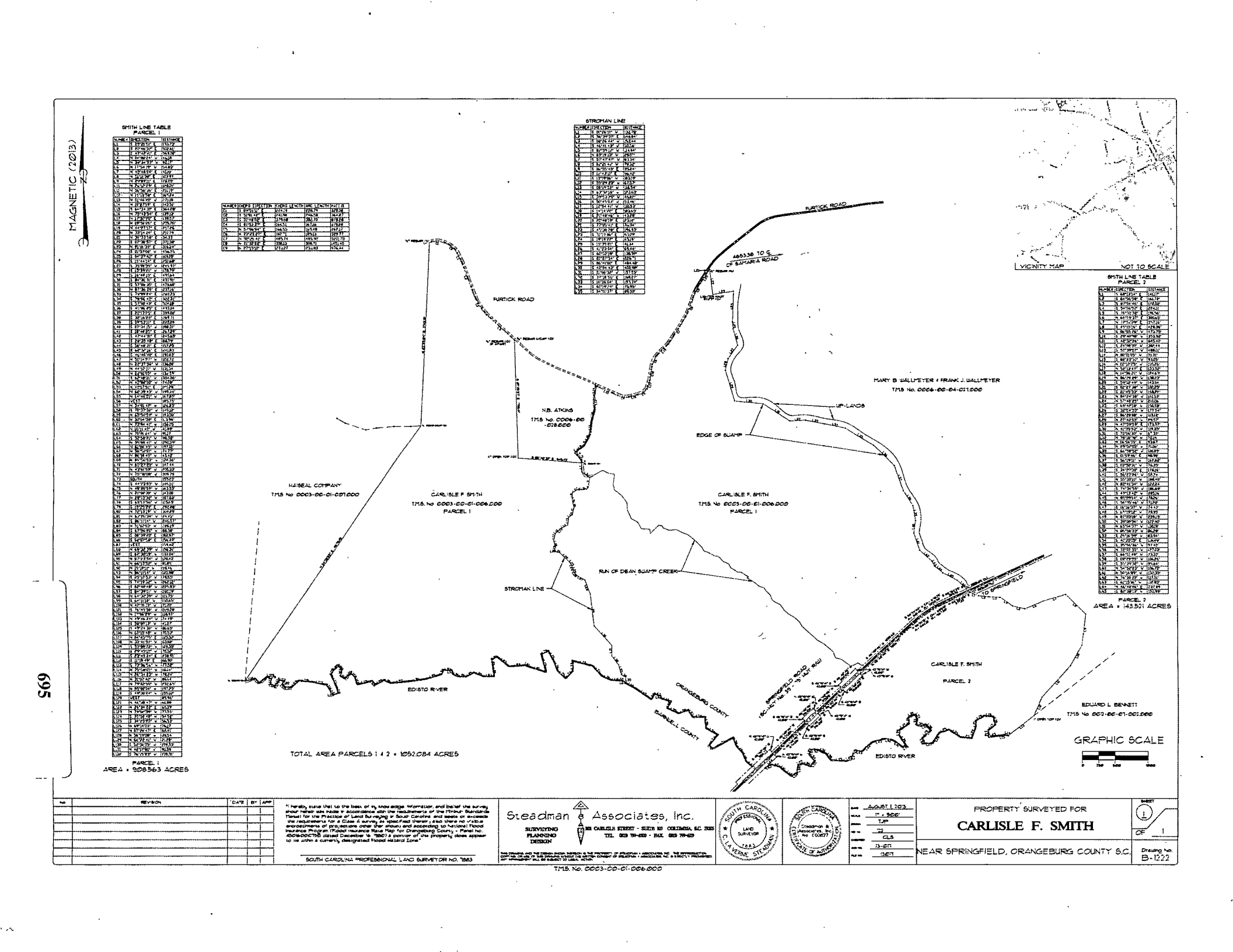
S&ME

**Aerial Map**
Smith/ Williams Property Dispute
Springfield, Orangeburg County, South Carolina

S&ME PROJECT NO. 1614-09-358

FIGURE NO. 3

The information presented on this map is compiled from several sources including data collected using Global Positioning System (GPS) technology. The GPS data was collected by S&ME, Inc. on July 12, 2011 using a Trimble 6000 series Geo XT GPS. The data was subsequently differentially corrected and exported into ESRI ArcGIS software. GIS information is supplied upon the condition that the user will make a determination as to its suitability for the user's purposes. In no event will S&ME, Inc. be responsible for damages of any nature whatsoever resulting from use of or reliance upon GIS information.


MAGNETIC (2013)
SMITH LINE TABLE
PARCEL 1
STROMAN LINE
FURTICK ROAD
4653.38' TO C. OF SAMARIA ROAD
MARY B. WALLMEYER & FRANK J. WALLMEYER
TMS No. 0006-00-04-031.000
N.B. ATKINS
TMS No. 0006-00-018.000
UP-LANDS
EDGE OF SWAMP
HAISEAL COMPANY
TMS No 0003-00-01-031.000
CARLISLE F. SMITH
TMS No. 0003-00-01-006.000
PARCEL 1
RUN OF DEAN SWAMP CREEK
STROMAN LINE
TO SPRINGFIELD
EDISTO RIVER
ORANGEBURG COUNTY
BARNWELL COUNTY
SPRINGFIELD ROAD
(SC-453) NO. 35' - 70' MAY R/W
CARLISLE F. SMITH
PARCEL 2
EDWARD L. BENNETT
TMS No 0003-00-01-001.000
EDISTO RIVER
TOTAL AREA PARCELS 1 & 2 = 1052.084 ACRES
PARCEL 1
AREA = 908.563 ACRES
SMITH LINE TABLE
PARCEL 2
PARCEL 2
AREA = 143.521 ACRES
VICINITY MAP
NOT TO SCALE
GRAPHIC SCALE
REVISION
DATE
BY
APP
I hereby state that to the best of my knowledge, information, and belief the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown; and according to National Flood Insurance Program (NFIP) Flood Insurance Rate Map for Orangeburg County, Panel No. 45075-0007C dated December 16, 2010 a portion of the property does appear to lie within a currently designated Flood Hazard Zone."
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 7883
Steadman Associates, Inc.
SURVEYING
PLANNING
DESIGN
306 CARLISLE STREET - SUITE 103 COLUMBIA, S.C. 29205
TEL. (803) 799-4520 - FAX. (803) 799-4521
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
C. LAVERNE STEADMAN
7883
Steadman & Associates, Inc.
No. C00277
CERTIFICATE OF AUTHORIZATION
DATE: AUGUST 1, 2013
SCALE: 1" = 500'
DRAWN: TJP
CHECKED: CLS
REVISED: 13-0171
PLATTED: 13-0171
PROPERTY SURVEYED FOR
CARLISLE F. SMITH
NEAR SPRINGFIELD, ORANGEBURG COUNTY S.C.
SHEET 1 OF 1
Drawing No. B-1222
TMS No. 0003-00-01-006.000
69S

DEED BOOK 22

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# REGISTER OF MESNE CONVEYANCES, ORANGEBURG CO., S.C.—DEEDS.

Wallie C. Jumper.

To Patrick H. Fussell.

The State of South Carolina.

**KNOW ALL MEN BY THESE PRESENTS, That** I, Wallie C. Jumper of Orangeburg County

in the State aforesaid, Planter in consideration of the sum of Seven Thousand ($7,000.) Dollars to me in hand paid at and before the sealing of these Presents by Patrick H. Fussell of Barnwell County

in the State aforesaid, Merchant, 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 Patrick H. Fussell All that certain Plantation or tract of land situate lying and being in the County of Orangeburg in the State aforesaid, containing seven hundred Sixty four Acres (764) more or less, and bounded on the North by Lands of Jos Hilliquin and Ellen Carmichael, on the East by Lands of W. B. Rice and Asa C. Carter, on the South by Lands of Asa C. Carter, and Waters of the South Edisto River and on the West by Waters of Dean Swamp Creek.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining:

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Patrick H. Fussell his Heirs and Assigns forever.

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 Patrick H. Fussell his Heirs and Assigns, against me and my Heirs, and all other persons lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this Thirteenth day of January in the year of our Lord one thousand eight hundred and Eighty Eight and in the one hundred and twelfth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John O. Gressette — W. C. Jumper (L.S.)

L. R. Free

The State of South Carolina,
Barnwell County

PERSONALLY appeared before me John O. Gressette and made oath that he saw the within named Wallie C. Jumper sign, seal, and as his act and deed deliver the within written Deed; and that he with L. R. Free witnessed the execution thereof.

SWORN and subscribed to before me this 13 day of January A.D. 1888.

Thos O'Connell

The State of South Carolina,
Orangeburg County

Notary Public — John O. Gressette

RENUNCIATION OF DOWER.

I, L. A. Phillips Notary Public in and for the County and State aforesaid, do hereby certify unto all whom it may concern, that Mrs. W. C. Jumper wife of the within named Wallie C. Jumper 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 Patrick H. Fussell his heirs and assigns, all her interest and estate, and also all 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 16th day of January Anno Domini 1888.

L. A. Phillips Notary Public — Mrs. Caroline Jumper



F.C Smith 0095-07

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# REGISTER OF MESNE CONVEYANCES, ORANGEBURG CO., S. C.—DEEDS.

Recorded 14th day of January A.D. 1889 at 9 o'clock A.M. in Book A page 535 &c. Orangeburg County

Anna C. Porter

To

P. W. Farrell

The State of South Carolina.

KNOW ALL MEN BY THESE PRESENTS, That I Anna C. Porter of Orangeburg County in the State aforesaid, in consideration of the sum of Twenty one hundred (2100$) Dollars to me in hand paid and before the ensealing of these presents, by P. W. Farrell of Barnwell County in the State aforesaid, 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 P. W. Farrell All that certain tract, parcel or piece of Land, situate, lying & being in the County and State aforesaid and containing two hundred and eighty six (286) acres more or less Bounded on the North by Lands of P. W. Farrell & E. M. Gantt and others, on the East by Lands of Mrs. Loyd Morgan on the South by Wahee & South Fork Swamp and the West by Lands of P. W. Farrell

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining:

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said P. W. Farrell his Heirs and Assigns forever.

AND I do hereby bind myself & my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said P. W. Farrell his Heirs and Assigns, against myself and my Heirs, and all other persons lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this twenty eighth day of January in the year of our Lord one thousand eight hundred and Eighty nine and in the 113 year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

P. J. Drew

J. H. Fanning

Anna C. Porter [L.S.]

State of South Carolina,
County of Orangeburg

PERSONALLY appeared before me P. J. Drew and made oath that he saw the within named Anna C. Porter sign, seal, and as her act and deed deliver the within written Deed; and that he with J. H. Fanning witnessed the execution thereof.

SWORN to before me this twenty eighth day of January A.D. 1889

Thos O Connell

P. J. Drew.

State of South Carolina,

RENUNCIATION OF DOWER.

I,

do hereby certify unto all whom it may concern, that Mrs. wife of the within named 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 heirs and assigns, all her interest and estate, and also all 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 day of Anno Domini 18

Recorded 14th day of January A.D. 1889 at 9 o'clock A.M. in Book A page 535 &c. P. W. Farrell



F.C Smith 0095-09

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Sworn to before me this 1st day of March A. D. 1895 } G. R. Free
(Notary Seal) John O'Gorman Notary Public

The State of South Carolina } I, John O'Gorman Notary Public
Barnwell County } do hereby certify unto all whom it may concern, that Mrs Carrie C. Farrell the wife of the within named P. W. Farrell 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 M. O'Dowd's Sons & to 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 1st day of March Anno Domini 1895
(Notary Seal) John O'Gorman Notary Public Carrie C Farrell

Recorded this 25th day of April 1895 in Book C page 91
G. B. Kellett
Auditor Orgbg County

Recorded April 25. 1895. Exam'd & Deld to P. W. Farrell
6/17/95

S. S. Fullmer
To Transfer of Security
M. K. Gleaton

State of S. C.
Orangeburg County } For payment in full by M. K. Gleaton of Orangeburg County and State of S. C. I, S. S. Fullmer of Same County and State do hereby transfer and Set over to M. K. Gleaton his heirs and Assigns from and against my self my heirs and assigns all my right title and interest in and to Liens Signed by W. M. Timmons the 18th day of Feby 1895 and filed in office of R. M. C. the 7. day of March 1895; Lien Signed by James Corbett the 29. day of June 1894 and filed in office of R. M. C. the 23 day of Feby 1895; Lien Signed by Elisha Gordon the 26 day of June 1895. and filed in office R. M. C. the 23 day of Feby 1895; Lien Signed by M. M. Gleaton and Rance Reed the 5th day of March 1895 and filed in office of R. M. C. the 7 day of March 1895 Lien Signed by Season Tyler the 28 day of Feby 1895 and filed in office of R. M. C. the 7 day of March 1895. Lien Signed by Read Doby the 6 day of March 1895



F.C Smith 0095-15

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✓ P. W. Farrell
To
✓ M. B. O'Dowds Sons + Co

The State of South Carolina
Know all men by these presents
that I P. W. Farrell in the State aforesaid in consideration of the sum of
Eight Thousand dollars to me in hand paid at and before the sealing of these presents by M. B. O'Dowd Sons + Co composed of W. H. O'Dowd J. B. O'Dowd and M. A. O'Dowd in the State aforesaid of Georgia, 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 M. O'Dowds Sons + Co all that certain tract piece or parcel of land Situate lying and being in the County of Orangeburg and State of South Carolina Containing One Thousand and fifty one Acres (1051) more or less and bounded as follows, North by the lands of Joe Nicholson and Ephraim Carmichael; East by the lands of W. A. Rice and Mrs Boyd Morgan, South by the waters of Edisto River and West by the Water of Dean Swamp Creek.
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 M. O'Dowds Sons + Co their heirs and assigns forever.
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 M. O'Dowds Sons + Co their heirs and assigns against me and my heirs and all other persons lawfully claiming, or to claim the same, or any part thereof.
Witness my hand and Seal this first day of March in the year of our Lord One thousand eight hundred and ninety five and in the One hundred and year of the Sovereignty and Independence of the United States of America
Signed Sealed and delivered
in the presence of } P. W. Farrell (O)
R. R. Free
Jno D Gerald

The State of South Carolina } Personally appeared before
Barnwell County } me R. R. Free and made oath
that he saw the within named P. W. Farrell Sign Seal
and as his act and deed deliver the within Written deed
that with John D. Gerald Witnessed the execution thereof

Execution having been issued in the above entitled action, and the defendant having claimed his right to have his homestead set off to him in the personal property owned by him, and having named M.Barshay as one of the appraisers, in that behalf, and the Judgment creditor having named J.C.Albergotti, and the Sheriff having named Henry Riggs, the three so named, being discreet and disinterested men, in nowise related to either party, abd resident in the said County of Orangeburg, have been duly appointed appraisers to set off, ascertain, and appraise the personal property of the said defendant, and to set off to him personal property to the extent of five hundred dollars, which shall be exempt from attachment, levy, or sale, in accordance with the Constitution and Laws of the said State.

Orangeburg S.C., 15th July, 1902. J.H.Dukes, Sheriff, O.C.

State of South Carolina, County of Orangeburg:-

Personally appeared before me, M.Barshay, J.C.Albergotti and Henry Riggs, the three Appraisers above named, who being first duly sworn on oath says, each for himself, that he will impartially appraise and set off to the said Morris Mirmow personal property belonging to the said Morris Mirmow to the extent of five hundred dollars, as and for his Homestead exemption, according to Law.

Sworn to before me this 15th day of July, A.D.1902.------) H. B.Riggs, J.C.Albergotti, M. Barshay.

(L.S.) C.P.Brunson, Magistrate.

Recorded August 17, 1902. Examined and delivered to _____

MAGGIE McKINNEY

TO

L.D.McGREGOR.

Georgia, Warren County.

This Agreement entered into on this the 15th day of August, 1902, between Miss Maggie McKinney of the County of Warren, State of Georgia, party of the first part, and L.D.McGregor, of said County and State party of the second part.

Witnesseth:- That the said Maggie McKinney agrees to pay said L.D.McGregor fifty per cent or one half (1/2) of any interest or claim that she may have in any property whatsoever in the estate of one Earl Snider, deceased, of the State of South Carolina provided said L.D.McGregor is successful in gaining, procuring or recovering any part of said estate of said Snider, for the said Maggie McKinney.

It is further agreed that if the said L.D.McGregor is not successful in gaining procuring nor recovering any part of said estate of said Earl Snider, deceased, for the said Maggie McKinney, the said Maggie McKinney is to pay to the said L.D.McGregor nothing for his services.

In consideration of the foregoing, L.D.McGregor agrees to represent the said Maggie McKinney as attorney at law in recovering any right or claim that the said Maggie McKinney may have in said estate of the said Earl Snider, deceased.

It is further agreed that L.D.McGregor is not to be paid anything whatever, or demand payment of any sum whatsoever, for the services he may render the said Maggie McKinney if he is unsuccessful in establishing and recovering any interest that the said Maggie McKinney may have in said estate of the said Earl Snider, deceased.

Witness our hand and seals this the day and year above written.

Witness: G.R.maner.

Maggie McKinney (L.S.)
L.D.McGregor (L.S.)

State of Georgia, Warren County:-

Personally appeared before me, an Officer authorized to administer oaths, G.R. Maner, who after being duly sworn, deposes and swears: that he saw Maggie McKinney and L.D.McGregor, both of said County and State, sign and seal the within printed Contract, with their signature and seal, affixed thereto, and witnessed the delivery of the within Contract.

Sworn to and subscribed to) G.R.Maner.
before me this 20th day of August, in the )
year of our Lord, 1902.----------)
(Seal.) P.M.Hill, Ordinary, Warren Co., Ga.

Recorded August 23, 1902. Examined and delivered to U.S.C. Wolfe 9/28/902

M.O'DOWDS SONS & CO. ET AL.

TO

A.F.GREEN.

The State of South Carolina.

Know All Men By These Presents, that We, W.H.O'Dowd, Joseph L.O'Dowd, and Mary A.O'Dowd, Co-Partners under the style and firm name of M.O'Dowd Sons & Co., of Augusta, in the State of Georgia, in consideration of the sum of Nine thousand seven hundred and fifty (9750) Dollars, to us in hand paid at and before the sealing of these presents, by A.F.Green, of the County of Orangeburg, in the State of South Carolina, 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 A.F.Green,----------

All that tract or plantation of land situate, lying and being in the said County of Orangeburg, containing One Thousand and Fifty-one (1051) acres, more or less, and



F.C Smith 0095-21

bounded as follows: on North by lands of Joe Milligan and Ephraim Carmichael; east by lands of A.Rice and Mrs.Lloyd Morgan; South by the Waters of Edisto River, and West by Waters of Dean Swamp Creek: being the same tract of land conveyed to the said M.O'Dowd Sons & Co. by P.W.Farrell, on the 28th day of February, A.D.1896.

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 A.F.Green, his heirs and assigns forever.

And we do hereby bind ourselves and our successors, heirs, executors and Administrators to warrant and forever defend all and singular the said Premises unto the said A.F.Green, his Heirs and Assigns, against us and our Heirs, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our Hands and Seals, this 11th day of August, in the year of our Lord one thousand nine hundred and two, and in the one hundred and twenty-sixth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered)
-----in the presence of-----)
I.T.Heard, A.H.D.Vaughn.

M.O'dowd Sons & Co (L.S.)
W.H.O'Dowd (L.S.)
J.L.O'Dowd (L.S.)
Mary A.O'Dowd (L.S.)

The State of Georgia, Richmond County:-

Personally appeared before me I.T.Heard and made oath that he saw the within named M. O'Dowd Sons & Co, W.H.O'Dowd, J.L.O'Dowd & Mary A.O'Dowd sign, seal, and as their act and deed, deliver the within written Deed; and that he with A.H.DeVaughn witnessed the execution thereof.

Sworn to before me this 22nd)
day of August, A.D.1902.----) I.T.Heard.
(L.S.) M.W.Kelly, Commissioner of Deeds for South Carolina, at Augusta Ga.

The State of Georgia, Richmond County:-

I, M.W.Kelly, do hereby certify unto all whom it may concern, that Mrs.Mary E.O'Dowd, the wife of the within named Joseph L.O'Dowd, 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 A.F.Green, his Heirs and Assigns, all her interest and estate, and also all 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 22nd day)
of August, Anno Domini, 1902.----------) Mary E.O'Dowd.
M.W.Kelly, Commissioer of Deeds, for South Carolina, at Augusta, Ga. (SEAL.)

State of Georgia, Richmond County, City of Augusta:-

I, M.W.Kelly, do hereby certify unto all whom it may concern, that Mrs.Alice E.O'Dowd, the Wife of the within named W?.H.O'Dowd? 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 A.F.Green, his heirs and assigns, all her interest and estate, and also all her Right and Claim of Dower of in and to all and singular the premises within mentioned and released.

Given under my hand and seal, this)
22 day of August, 1902.----------) Alice E.O'Dowd.
(Seal.) M.W.Kelly, Commissioner of Deeds for South Carolina, at Augusta Ga.

Recorded this 25th day of August, 1902, in book C., page 374.
T.M.McMichael, Auditor Orangeburg County, S.C.

Recorded August 25, 1902. Examined and delivered to M. O'Dowd Sons Co 9/25/02

---

MARY C.DIBBLE & ANN A LOUIS

TO

ANGIE C.WILSON.

---

The State of South Carolina,

Know All Men By these Presents, That We, Mary C.Dibble and Ann A.Louis, of the City and County of Orangeburg, in the State aforesaid, in consideration of the sum of Seven Thousand and Seven Hundred Dollars, to us in hand paid at and before the sealing of these Presents, by Angie C.Wilson, of the said City and County of Orangeburg, in the State aforesaid, 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 Angie C.Wilson:----------

All that certain lot or parcel of land situate, lying and being on the South side of Russell Street in the City of Orangeburg, in the County of Orangeburg and State aforesaid, fronting and measuring on Russell Street thirty nine (39) feet and one inch, and measuring on the Eastern line on lot of D.S.Wilson one hundred and thirteen feet and six inches, and running thence in an Easterly direction to lot of T.R.Kohn and measuring thereon one hundred and seven feet and nine inches, and measuring on the rear line on lot of the estate of M.E.Owen fifty four feet and four inches and running in a Northerly direction thirty feet on lot of us, the said Mary C.Dibble and Ann A.Louis and measuring on the rear line on said lot thirty three feet, and on the Western side line two hundred and seventeen feet, and four and one-half inches, and bounded on the North by Russell Street aforesaid, and lots of D.S.Wilson and Mrs.Jennie Swentrus and Mrs.T.R.Kohn; on the South by lots of the estate of M.E.Owen and of us, the said Mary C.Dibble and Ann A.Louis, and on the West by lots of us, the said Mary C.Dibble and Ann A.Louis, as is more fully represented on a plat thereof made by Samuel Dibble, Jr., Surveyor, dated the thirtieth day of July, 1902, and hereto annexed as a part of



F.C Smith 0095-22

State of South carolina
County of Orangeburg.

Personally appeared Wm. L. Glaze, and made oath that he saw the within named, The People's Bank, by D.O.Herbert, president sign, seal and as his act and deed, deliver the above w ritten release, and that he with Fannie G. Wald witnessed the execution thereof.

Sworn to before me this the 26th day of March, A.D. 1910.
(L.S.) Robert Lide, Notary Public, S.C. Wm. L. Glaze.

Recorded march 26th, 1910:-: Examined and delivered to- Capers Williams 4/29/11

---

A.F.Greene
to (And Release)
E.J.Boland and J.D.Bean

---

The State of South Carolina.

Know all men by these presents, that A.F.Greene, of the County of Orangeburg, in the State aforeSaid, in conside ation of the sum of Eleven Thousand dollars, to me in hand paid at and before the sealing of these presents by E.J.Boland and J.D.Bean, of the County of Orangeburg, in the State aforesaid, 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 E.J.Boland and J.D.Bean:-

All that certain tract or parcel of land, containing one thousand and fifty one acres, more or less, situate, lying and being in Orangeburg County, in said State, bounded on the North by lands of Joe Milligan and estate lands of Ephriam Carmichael; East by lands of Mrs. A.C.Fulmer, and estate lands of H.J.Phillips, deceased, and other lands of me, the said A.F. Greene, South by the South Edisto River, and West by Dean Swamp Creek. Being the same land conveyed to me, the said A.F.Green, by M'ODowd Sons and Company, by deed dated August Eleventh, 1902, recorded in Book 39, page 670-671; and conveyed to M. O'Dowd's Sons and Company by P.W.Farrell by deed dated March first, 1895. ALSO;

All that certain other tract or parcel of land, containing seven and one-half acres, more or less, situate, lying and being in Orangeburg, County, in said State, bounded North, South and West by lands of me, the said A.F.Greene, and on the East by lands of S.J. Hallman. Being the same land conveyed to me, the said A.F.Greene by W.A.Rice, by his deed dated February twelfth 1903, and recorded in Book 45, page 718.

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 E.J.boland and J.D.Bean, their heirs and assigns forever.

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premisesunto the said E.J.Boland and J.D.Bean, their heirs and assigns, against me and my heirs and every other person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand and seal this twenty second day of march in the year of our Lord one thousand nine hundred and ten in the one hundred and thirty fourth year of the Sovereignty and Independence of the United States of America.

Signe d, s aled and delivered in the presence of
E.P.H.Rul nd
T.P.Kearnly

A.F.Greene (L.S.)

The State of Georgia
Richmond County.

P ersonally appeared before me T.P.Kearnly and made oath that he saw the within named A.F.Greene sign, seal, and as his act and deed, deliver the within written deed; and that he with E.P.H.Ruland witnessed the execution thereof.

Sworn to before me this 25th day of march A.D. 1910
(SEAL of Office) Edward B. shehan T.P.Kearnly.
Com. of Deeds for S.C. at Augusta, Ga.

The State of Georgia
Richmond County.

I, Edward B. Shehan do hereby certify unto all whom it may concern that Mrs. Francina Greene, the wife of the within named A.F.Greene, did this day appear before me, and upon being privately 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 E.J.Boland and J.D.Bean, their heirs and assigns, all her interest and estate, and also all 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 twenty second day of march Anno Domini 1910.
(OFFICIAL SEAL) Edward B. Sheahan (SEAL) Mrs. Francina Greene
Com. of Deeds for S.C. at Augusta, Ga.

State of Georgia
County of richmond. For Valuable Consideration, We, W.H.O'Dowd, J.L. O'Dowd and mary A. O'Dowd, co-partners, doing business as M. O'Dowd Sons & Company, of the State of Georgia, hereby remise, and forever discharge the within tract of land of and from the lien of two mortgages executed to us by A.F.Greene, one dated August 11th, 1902, and recorded in the Clerk's office for Orangeburg County, State of S.C., in Book 53, page 34, and the other recorded in the clerk's office for Orangeburg County, S.C. in Book 54, page 237, and dated May 28th, 1907, so that the remainder of the property embraced in said mortgages shall be and remain subject to the liens. To have and to hold the within described, conveyaned and released premises unto the said E.J.Boland and J.D.Bean, their heirs and assigns, free and forever discharged from the liens of said mortgages.



F.C Smith 0095-23

Witness our hands and seals this 22nd day of march, 1910.
Signed, sealed and delivered in the presence of
P. Lamback
T.P.Kearnly

W.H.O'Dowd (L.S.)
J.L.O'Dowd (L.S.)
M.A.O'Dowd (L.S.)
Copartners as M. O'Dowds Sons & Co.

State of Georgia.
County of Richmond

Personally appeared before me T.P.Kearnly and made oath that he saw the within named W.H.O'Dowd, J.L.O'Dowd and Mary A. O'Dowd, co-partners trading under the firm name of M. O'Dowd's Sons and Company, sign, seal, and as their act and deed deliver the above written release, and that he with F. Lamback witnessed the execution thereof.
Sworn to before me this 22nd day of march, 1910.
(OFFICIAL SEAL) Edward B. Sheahan.
Commissioner of Deeds for S.C. at Augusta, Ga.

T.P.Kearnly

Recorded this 29th day of march 1910.
In Book E Page 27
T.M.McMichael, Auditor Orangeburg County, S.C.

Recorded March 29th, 1910:-: Examined and delivered to Bennett & Cook 9/13/10

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Thos. J. Cade
to
The Freedmen's Aid Society of The M.E.Church.

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The State of South Carolina.

Know all men by these presents, that I, Thomas J. Cade (unmarried), of Orangeburg County, in the State aforesaid, in consideration of the sum of Thirty five hundred (3500) dollars, to me in hand paid at and before the sealing of these presents, by The Freedmen's Aid Society of the Methodist Episcopal Church, 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 The Freedmen's Aid Society of the Methodist Episcopal Church:- All that certain piece, parcel or tract of land situate, lying and being in Orange Township, Orangeburg County, in the State aforesaid, containing one hundred and sixty acres, more or less, and bounded on the North by lands formerly of Abial Lathrop and E.A.Webster, but now of S.R.Edwards, Dr. Daniel Moorer, and others, East by Mrs. W.C.Andrews, now Taylor, South by E.M.Dantzler, James McPherson and Mrs. Taylor, and West by James McPherson, Footman and others. (See copy of survey made by W.A.Mellichamp, surveyor, of a plantation of estate of T.H.Legare, March 8th, 1887; same being in Caw Caw Township, Orangeburg County, S.C. Copy made March 7th, 1833, by John A. Hamilton..)

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 The Freedmen's Aid Society of the Methodist Episcopal Church, its successors and assigns forever.

And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said The Freedmen's Aid Society of the Methodist Episcopal Church, its successors and assigns, against myself and my heirs, and all persons whomsoever, lawfully claiming, or to claim the same, or any part thereof.

Witness my hand and seal this 14th day of February in the year of our Lord one thousand nine hundred and ten, and in the one hundred and thirty-fourth year of the sovereignty and Independence of the United States of America.
Signed, sealed and delivered in the presence of
A.W.Summers
J.D.Oliver

T.J.Cade (L.S.)

The State of South Carolina
Orangeburg County.

Personally appeared before me, J.D.Oliver and made oath that he saw the within named Thomas J. Cade sign, seal, and as his act and deed, deliver the within written deed; and that he with A.W.Summers, witnessed the execution thereof.
Sworn to before me this day of February A.D. 1910.
(N.P. SEAL) A.W.Summers, Notary Public, S.C.

J.D.Oliver

No Dower, Unmarried;

Recorded this 30th day of march A.D. 1910
In Book E Page 27
T.M.McMichael, Auditor Orangeburg County, S.C.

Recorded march 30th, 1910:*: Examined and delivered to T. M. Bennett 9/13/10



F.C Smith 0095-24

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DEED BOOK 93. B.H.Moss, Co.Judge as Special Referee to Blanche Gleaton.

# STATE OF SOUTH CAROLINA,
COUNTY OF ORANGEBURG.

COURT OF COMMON PLEAS

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, B.H.Moss, County Judge as Special Referee, Master in and for the County aforesaid, SEND GREETING:

WHEREAS, Florrie G.Clark

on or about the 22nd day of October in the year of our Lord nineteen hundred and thirtyfour exhibited her complaint in the Court of Common Pleas, for the County aforesaid, against James D.Bean, et.al.,

demanding judgment in relation to the real estate hereinafter mentioned and described; and the cause being at issue, came on to be heard on the 14th day of February 1935, and such proceedings were had therein as resulted in a Judgment for foreclosure of the said Court, whereby it was adjudged and decreed that the said real estate hereinafter mentioned and described, be sold by County Judge as Special Referey, Master in and for the County aforesaid on the terms and for the purposes mentioned in the said Judgment as by reference thereto on file in said Court, will appear; and the said Master, after having duly advertised the said real estate for sale by public outcry on fourth day of March in the year of our Lord nineteen hundred and thirty-five, did then openly and publicly according to the customs of auctions, sell and dispose of the same unto Blanche Gleaton

for the sum of Six thousand --- DOLLARS, being at that price the highest bidder therefor.

NOW, THEREFORE, Know All Men by These Presents, that I, B.H.Moss, County Judge as Special Referee, Master in and for the County of Orangeburg, aforesaid, in consideration of the sum of Six thousand ----- DOLLARS, to me paid by the said Blanche Gleaton

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 Blanche Gleaton:

All the right, title and interest of J.D.Bean in and to;
All that certain tract, piece or parcel of land (which is one-half interest) situate, lying and being in Goodland Township, Orangeburg County, State aforesaid, containing One thousand and fifty (1050) acres, more or less, and being bounded as follows: On the East by lands of A.C.Fulmer and S.J.Kallman; on the South by lands of W.E.Bennett; on the West by the run of the South Edisto River, and the run of the Bean Swamp Creek; and on the North by estate lands of Joseph Milligan and the estate lands of Ceaser Harmichael, and is the same tract of land conveyed to James D.Bean and E.J.Boland by A.F.Green.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining; and all the estate, right, title, claim and interest whatsoever, of the parties to the cause aforesaid, and each of them, in and to the same; and of all other persons rightfully claiming, from, under, or by these or any of them.

TO HAVE AND TO HOLD, All and singular, the premises before mentioned, unto the said Blanche Gleaton, her

heirs and assigns forever.

County Judge as Special Referee

IN WITNESS WHEREOF, I, the said Master in and for the County aforesaid, under and by virtue of the aforesaid Decree, have hereunto set my hand and seal, this 17th day of April in the year of our Lord nineteen hundred and thirty-four and in the one hundred and fifty-ninth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

M.E.Zeigler

Grace Rast

B.H.Moss, (L. S.)
County Judge as Special Referee.

(S.S.$12.00)
(I.R.S.$6.00)

THE STATE OF SOUTH CAROLINA,
COUNTY OF ORANGEBURG.

PERSONALLY APPEARED Grace Rast and made oath that she saw the within named B.H.Moss, County Judge as Special Referee, as Master for Orangeburg County, sign, seal and as his act and deed, deliver the within Deed; and that she with M.E.Zeigler witnessed the execution thereof.

SWORN to before me, this 18th day of April, 19 35.

(L.S.) M.E.Zeigler, Notary Public, S.C.

Grace Rast.

This Deed has been duly entered in my office in Book M, Page 171, this 18th day of April, 19 35.

J.C.Cauthen,
County Auditor of Orangeburg County.

Recorded April 18th, 35. Examined and delivered to Horrie G. Clark 4/20/35.

Filed: 5:30 P.M.
Fee paid $1.25.

Mrs.Florrie G.Clark

TO

E.J.Boland.

THE STATE OF SOUTH CAROLINA,
County of Orangeburg.

KNOW ALL MEN BY THESE PRESENTS

THAT I, Florrie B.Clark,

in the state aforesaid, in consideration of the sum of Seven Thousand Seven Hundred Eighteen and 95/100 ($7,718.95) ---------- Dollars, to me in hand paid at and before the sealing of these presents, by E.J.Boland, in the State aforesaid, 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

E.J.Boland;

All my right, title and interest of, in and to the following described tract of land: All that certain piece, parcel or tract of land, lying and being in Goodland township, Orangeburg county, South Carolina, containing one thousand fifty-one (1051) acres,more or less, and bounded now or formerly, as follows: North by estate lands of Joseph Milligan, and estate lands of Caesar Carmichael; East by lands of A.C.Fulmer, and S.J.Holman; South by lands of W.E.Bennett, and West by the run of the South Edisto River and the run of Dean Swamp; Being the same tract of land conveyed to James D.Bean by E.J.Boland by A.F. Greene by his deed dated the 22nd day of March 1910, and recorded in the office of the Clerk of Court of Orangeburg County in Deed Book 50, page 352.

The interest in the above land hereby conveyed is a one-half interest in the same and is the same interest conveyed to me by Blanche Gleaton by her deed dated April 19, 1935, and recorded in the office of the Clerk of court of Orangeburg County, in Book 97, page 179; and the same interest conveyed to the said Blanche Gleaton by B.H. Moss, County Judge as Special Referee, by his deed dated the 17th day of April, 1935, and recorded in the office of the Clerk of Court of Orangeburg County in Book 93, at page 80.

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 E.J.Boland, his Heirs and Assigns forever, 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 E.J.Boland, his Heirs and Assigns, against me and my Heirs and every person whomsoever ---------- lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 30th day of December in the year of our Lord one thousand nine hundred and thirty-five and in the one hundred and sixtieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

M.E.Zeigler
Lois Fersner

(S.S.$16.00)
(I.R.S.$8.00)

Mrs.Florrie G.Clark (LS.)

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THE STATE OF SOUTH CAROLINA,
Orangeburg County

Personally appeared before me Lois Fersner and made oath that she saw the within named Florrie G.Clark sign, seal, and as her act and deed, deliver the within written Deed; and that she with M.E.Zeigler witnessed the execution thereof.

SWORN to before me, this 30th day of December A. D. 193 5.

(L.S.) M.E.Zeigler, Notary Public, S.C. Lois Fersner.

THE STATE OF SOUTH CAROLINA,
Orangeburg County

RENUNCIATION OF DOWER

I, ..... do hereby certify unto all whom it may concern that ..... wife of the within named ..... 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 ..... Heirs and Assigns, all her interest and estate, and also all 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 ..... day of ..... Anno Domini 193....

THE STATE OF SOUTH CAROLINA,
Orangeburg County

Personally appeared before me ..... and made oath that ..... saw the within named ..... sign, seal, and as ..... act and deed, deliver the within written Deed; and that ..... with ..... witnessed the execution thereof.

SWORN to before me, this ..... day of ..... A. D. 193....

THE STATE OF SOUTH CAROLINA,
Orangeburg County

RENUNCIATION OF DOWER

I, ..... do hereby certify unto all whom it may concern that ..... wife of the within named ..... 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 ..... Heirs and Assigns, all her interest and estate, and also all 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 ..... day of ..... Anno Domini 193....

Entered in County Auditor's office in Book H Page 199, this 31st day of December, 193 5.

J.C.Cauthen, Auditor, Orangeburg County, S. C.

Recorded December 31st, 193 5. Filed: 2 P.M.

Fee paid $1.25.

Examined and delivered to E. J. Boland 1/2/36.

/ V

TITLE TO REAL ESTATE
A. L. Bonnett & Son, Printers, Rowesville, S. C.

## State of South Carolina,

COUNTY OF ORANGEBURG.

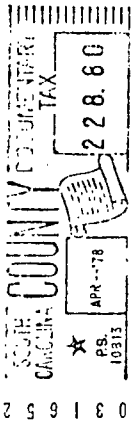
KNOW ALL MEN BY THESE PRESENTS, That WE, Elizabeth Boland and Marie B. Timmons,

in the State aforesaid, in consideration of the sum of Two Hundred Eight Thousand and No/100 ($208,000.00) Dollars, to us paid by Patrick J. Williams, Frank J. Wallmeyer, and Mary B. Wallmeyer, in the State aforesaid

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Patrick J. Williams a one-half interest, unto Frank J. Wallmeyer a one-fourth interest, and unto Mary B. Wallmeyer, a one-fourth interest in the following described property:

All that certain piece, parcel, or tract of land, situate, lying, and being about two miles south of Springfield, in the County of Orangeburg, State of South Carolina, containing one thousand fifty (1,050) acres, more or less, known as the Bean-Boland property and bounded now or formerly as follows: On the North by property of Milligan, Bailey and Porter, et al.; on the East by property of W. E. Bennett; on the South by the South Edisto River; and on the West by Dean Swamp.

Being property devised to Marie B. Timmons and Elizabeth Boland under the Last Will and Testament of their father, E. J. Boland, dated March 11, 1936, and filed in the office of the Judge of Probate for Orangeburg County in Apartment 248, package 4, the said E. J. Boland having died testate November 19, 1936.







FILED FOR RECORD

'78 APR 13 PM 3 59

J.K. WESTBURY, CLERK OF COURT
ORANGEBURG COUNTY, S.C.

2 9 9 1 6 0

ored In The Office Of Tax Assessor

14 Block — Parcel 1

24 day of Oct, 1978

U. Benton
Tax Assessor

BOOK 443 PAGE 135

708

BOOK 443 PAGE 136

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Patrick J. Williams, Frank J. Wallmeyer, and Mary B. Wallmeyer, their

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Patrick J. Williams, Frank J. Wallmeyer, and Mary B. Wallmeyer, their

Heirs and Assigns, against ourselves and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

*WITNESS* our *Hand and Seal this* 13th *day of* April, *in the year of our Lord one thousand nine hundred and* seventy-eight, *and in the* two hundred and second *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Charles H. Williams

Mary E. Williams

Elizabeth Boland (SEAL)
Elizabeth Boland

Marie B. Timmons (SEAL)
Marie B. Timmons

STATE OF SOUTH CAROLINA, ORANGEBURG COUNTY

PERSONALLY appeared before me Charles H. Williams, and made oath that he saw the within-named Elizabeth Boland and Marie B. Timmons sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he, with Mary E. Williams witnessed the execution thereof.

*SWORN to before me this* 13th *day of* April, 19 78.

Mary E. Williams (L. S.)
Notary Public of S. C.

Charles H. Williams

My commission expires 10/05/80.

STATE OF SOUTH CAROLINA, COUNTY.

NO RENUNCIATION OF DOWER
GRANTOR WOMEN

I, , do hereby certify unto all whom it may concern, that Mrs. the wife of the within-named 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 heirs and assigns, all her interest and estate, and also all 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 day of* , 19

(L. S.)
Notary Public of S. C.

Ret. Patrick Williams
RT 3, Box 230
St Matthews SC

State of South Carolina
County of ORANGEBURG.

ELIZABETH BOLAND AND MARIE B. TIMMONS

TO

PATRICK J. WILLIAMS, FRANK J. WALLMEYER, AND MARY B. WALLMEYER

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the 13th day of April, 1978, and was immediately entered upon the proper indexes and duly recorded in Book 443 of Deeds, page 135

Clerk of Court of Common Pleas and General Sessions for ORANGEBURG COUNTY, County, S. C.

I hereby certify that the within Deed has been recorded this day of , A. D. 19 , Recorded in Book of Deeds, page

Auditor for County

A. L. BONNETT & SON, PRINTERS, BOWESVILLE, S. C.

TITLE TO REAL ESTATE
A. L. Bonnett & Son, Printers, Rowesville, S. C.

# State of South Carolina,

COUNTY OF ORANGEBURG.

KNOW ALL MEN BY THESE PRESENTS, That WE, Elizabeth Boland and Marie B. Timmons,

in the State aforesaid, in consideration of the sum of Two Hundred Eight Thousand and No/100 ($208,000.00) Dollars, to us paid by Patrick J. Williams, Frank J. Wallmeyer, and Mary B. Wallmeyer, in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Patrick J. Williams a one-half interest, unto Frank J. Wallmeyer a one-fourth interest, and unto Mary B. Wallmeyer, a one-fourth interest in the following described property:

All that certain piece, parcel, or tract of land, situate, lying, and being about two miles south of Springfield, in the County of Orangeburg, State of South Carolina, containing one thousand fifty (1,050) acres, more or less, known as the Bean-Boland property and bounded now or formerly as follows: On the North by property of Milligan, Bailey and Porter, et al.; on the East by property of W. E. Bennett; on the South by the South Edisto River; and on the West by Dean Swamp.

Being property devised to Marie B. Timmons and Elizabeth Boland under the Last Will and Testament of their father, E. J. Boland, dated March 11, 1936, and filed in the office of the Judge of Probate for Orangeburg County in Apartment 248, package 4, the said E. J. Boland having died testate November 19, 1936.

SOUTH CAROLINA DOCUMENTARY TAX COUNTY 228.60 APR -'78 P.S. 10813

259160

ORANGEBURG COUNTY

SOUTH CAROLINA DOCUMENTARY 100 DOLLARS (x4)
SOUTH CAROLINA DOCUMENTARY 10 DOLLARS
SOUTH CAROLINA DOCUMENTARY 5 DOLLARS
SOUTH CAROLINA DOCUMENTARY 1 DOLLAR

FILED FOR RECORD
'78 APR 13 PM 3 59
J.K. WESTBURY, CLERK OF COURT
ORANGEBURG COUNTY, S.C.

Entered In The Office Of Tax Assessor
Map ____ Block ____ Parcel ~~EXHIBIT~~ "A"
This 12 day of April 19 78
VERA R. BENTON
Tax Assessor
Orangeburg County

BOOK 443 PAGE 135

EXHIBIT "A"

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Patrick J. Williams, Frank J. Wallmeyer, and Mary B. Wallmeyer, their

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Patrick J. Williams, Frank J. Wallmeyer, and Mary B. Wallmeyer, their

Heirs and Assigns, against ourselves and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

*WITNESS* our *Hand and Seal this* 13th *day of* April, *in the year of our Lord one thousand nine hundred and* seventy-eight, *and in the* two hundred and second *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Charles H. Williams

Mary E. Williams

Elizabeth Boland (SEAL)
Elizabeth Boland

Marie B. Timmons (SEAL)
Marie B. Timmons

STATE OF SOUTH CAROLINA,
ORANGEBURG COUNTY

PERSONALLY appeared before me Charles H. Williams, and made oath that he saw the within-named Elizabeth Boland and Marie B. Timmons sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he, with Mary E. Williams witnessed the execution thereof.

*SWORN to before me this* 13th *day of* April, 19 78.

Mary E. Williams (L. S.)
Notary Public of S. C.

My commission expires 10/05/80.

Charles H. Williams

STATE OF SOUTH CAROLINA,
COUNTY.

NO RENUNCIATION OF DOWER
GRANTOR WOMEN

I, , do hereby certify unto all whom it may concern, that Mrs. the wife of the within-named 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 heirs and assigns, all her interest and estate, and also all 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* *day of* , 19

(L. S.)
Notary Public of S. C.

723

Kat. rate in Williams
D Rt 3. Box 230
St Matthews SC

State of South Carolina
County of ORANGEBURG.

ELIZABETH BOLAND AND MARIE B. TIMMONS
TO
PATRICK J. WILLIAMS, FRANK J. WALLMEYER, AND MARY B. WALLMEYER

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the 13th day of April, 1978, and was immediately entered upon the proper indexes and duly recorded in Book 443 PAGE 135 of Deeds, page

Clerk of Court of Common Pleas and General Sessions for ORANGEBURG COUNTY, S. C.

I hereby certify that the within Deed has been recorded this day of , A. D. 19 , in Book of Deeds, page

Auditor for County

A. L. BONNETT & SON, PRINTERS, ROWESVILLE, S. C.

JJ 521/685

TITLE TO REAL ESTATE

The State of South Carolina,
COUNTY OF ORANGEBURG

subject prop.

FILED FOR RECORD

'86 DEC 31 PM 2 16

KNOW ALL MEN BY THESE PRESENTS, That L.B. Till

DOCUMENTARY TAX COUNTY 104.50 AUG 1986 SOUTH CAROLINA

In the State aforesaid

In consideration of the sum of Ninety-five thouaand (95000)(Fourteen thousand (14000) and assumption of existing mortgage in the amount of eighty-one thousand (81000)). to Be paid by F. Carlisle Smith

in the State aforesaid,

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said his heirs, successors and assigns:

All that certain piece, parcel or tract of land, situate, lying and being in Goodland Township, School District No.1, Orangeburg County, South Carolina, containing four hundred (400 acres)acres, more or less, and bounded on the North by County dirt road leading from S.C. Highway #4 (four); on the East the run of Dean Swamp Creek, and property of Q.D. Fulmer, commonly known as Lofton Tract; on the South by the South Edisto River; and on the West by property of Oscar Corbett. This property is more fully shown and delineated on a map of lands of Rosa Stroman by F.W. Frederick, Engineer and Surveyor, dated September 28, 1914, and recorded in the office of the Clerk of Court for Orangeburg County in Plat Book 3 at Page 50, and is all the land shown on said plat located south of county dirt road leading from S.C. Highway #4 (four) except a tract thereon shown as six hundred (600) acres and the Lofton Tract. This being a portion of the property conveyed by H.T. Boland and Augustus M. Boland to L.B. Till. Recorded in Deed Book 521 at page 469 in the office of the Clerk of Court for Orangeburg County.

Entered In The Office Of Tax Assessor
Map Block Parcel
This 9 day of January 19 87
VERA R. BENTON
Tax Assessor
Orangeburg County

DOCUMENTARY STAMP TAX AUG 15 '86 209.00 PB 11220
STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION

022655

LW/S Dean Creek 9 00 05 Sept 87

724

BOOK 521 PAGE 685

209.00
104.50
313.50

EXHIBIT "C"

F. C SMITH 007

BOOK 521 PAGE 686

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said F. Carlisle Smith

Heirs and Assigns forever.

And We do hereby bind Our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said L.B. Till

Heirs and Assigns, against themselves and their Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

*WITNESS* their *Hand and Seal* on *this* 31st *day of* December *in the year of our Lord one thousand nine hundred and* eighty-six *and in the two hundred and* tenth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Laura L. Briggs

Percy O. Chalters

L. B. Till (SEAL)

(SEAL)

725

STATE OF SOUTH CAROLINA,
COUNTY OF

PERSONALLY appeared before me Laura L. Griggs
and made oath that She saw the within named Perry O. Walters
sign, seal and as His Act and Deed, deliver the within written Deed, and that He with
Laura L. Griggs witnessed the execution and delivery thereof.

*SWORN to before me this* 31st *day of* December , 1986

(SEAL) Laura L. Griggs
Notary Public, S. C.

Perry O. Walters (L. S.)

My commission expires: 5-20-93

STATE OF SOUTH CAROLINA,
COUNTY OF

RENUNCIATION OF DOWER

I, Notary Public, S. C., do hereby certify
unto all whom it may concern, that Mrs.
the wife of the within named
did this day appear before me, and upon being privately and seperately 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

heirs and assigns, all her interest and estate, and also all 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* *day of* , *19*

(SEAL)
Notary Public, S. C.

(L. S.)

726

BOOK 521 PAGE 687

BOOK 521 PAGE 687

F. C SMITH 009

BOOK 521 PAGE 688

The State of South Carolina
COUNTY OF

TO

3049 LANDING WAY
ORBG SC 29115

727

F. C SMITH 0010

# TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the 31st day of December 19 76 and was immediately entered upon the proper indexes and duly recorded in Book 521 PAGE 685 of Deeds, page

F. A. Smith

Clerk of Court of Common Pleas and General Sessions
for Orangeburg County, S.C. County, S. C.

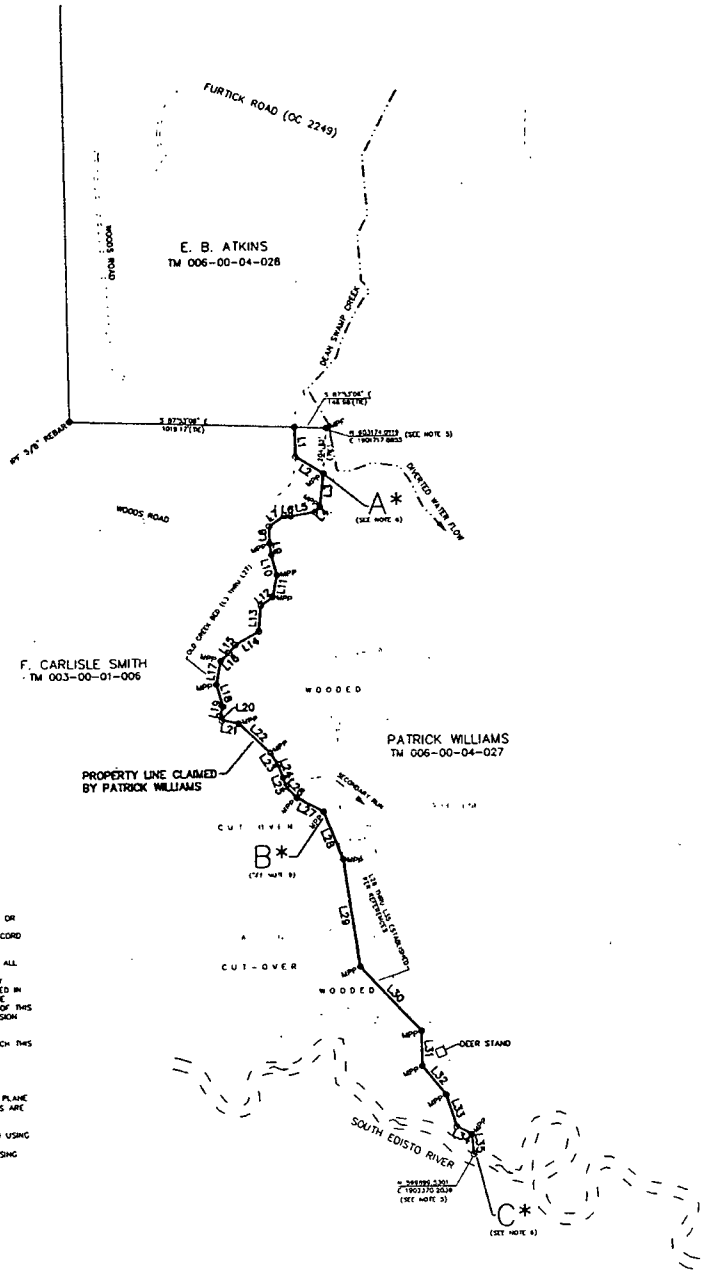
I hereby certify that the within Deed has been this day of A. D. 19 Recorded in Book of Deeds, page

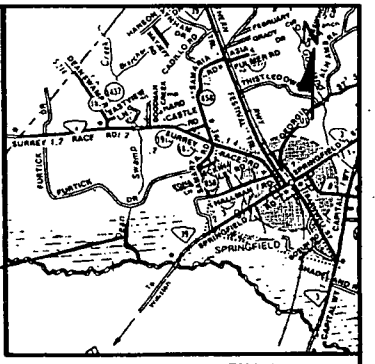
Auditor
for County.

BOOK 521 PAGE 688

EXHIBIT "D"

| LINE DATA | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 01°46'24" E | 132.78 |
| L2 | S 58°32'11" E | 148.64 |
| L3 | S 08°14'10" W | 152.44 |
| L4 | S 44°29'08" W | 32.56 |
| L5 | S 80°46'38" W | 114.04 |
| L6 | N 85°31'47" W | 29.07 |
| L7 | S 55°35'13" W | 83.34 |
| L8 | S 00°09'08" W | 79.32 |
| L9 | S 09°08'19" E | 55.24 |
| L10 | S 14°55'46" E | 98.42 |
| L11 | S 11°06'32" W | 103.19 |
| L12 | S 53°16'49" W | 67.57 |
| L13 | S 08°07'18" W | 116.54 |
| L14 | S 61°18'42" W | 123.83 |
| L15 | S 37°40'55" W | 46.82 |
| L16 | S 48°32'29" W | 53.46 |
| L17 | S 10°42'07" W | 110.53 |
| L18 | S 16°26'56" E | 103.65 |
| L19 | S 18°36'12" W | 43.28 |
| L20 | S 23°00'53" E | 23.12 |
| L21 | S 79°18'15" E | 78.94 |
| L22 | S 47°43'02" E | 196.93 |
| L23 | S 33°31'40" E | 63.09 |
| L24 | S 21°31'56" E | 63.19 |
| L25 | S 17°47'55" E | 41.34 |
| L26 | S 43°35'36" E | 69.44 |
| L27 | S 63°04'52" E | 138.92 |
| L28 | S 22°40'08" E | 226.71 |
| L29 | S 08°53'34" E | 484.48 |
| L30 | S 44°17'17" E | 402.98 |
| L31 | S 01°06'02" E | 157.55 |
| L32 | S 39°31'30" E | 188.27 |
| L33 | S 18°18'38" E | 153.34 |
| L34 | S 62°31'58" E | 75.95 |
| L35 | S 08°14'11" E | 89.50 |




LOCATION SKETCH

PROCESSED BY
JUL 13 2009
GIS OFFICE

FILED Jul 10 2009 11:19:54 am
BOOK 00D146
PAGE 0002 thru 0002
INSTRUMENT # 2009000209
FILED ORANGEBURG COUNTY GAIL LANEY REGISTER OF DEEDS

P- BK:00D146 PG:0002

REFERENCES:

PLATS:
1. A MAP OF "MRS ROSA STROMANS PLANTATION" BY F. W. FREDERICK DATED SEPTEMBER 28, 1914.
2. A COMPILED PLAT FOR CARLISLE SMITH BY MICHAEL T. ARANT & ASSOCIATES, INC. DATED SEPTEMBER 18, 1990.
3. A PLAT FOR THE HEIRS OF OSCAR CORBETT BY LOWN SURVEYING SERVICES, INC. DATED APRIL 28, 1994.
4. A PLAT FOR CARLISLE SMITH BY MICHAEL T. ARANT & ASSOCIATES, INC. DATED DECEMBER 18, 1997.
5. A PLAT FOR G. D. FULMER, II BY EDISTO SURVEYORS, INC. DATED MARCH 4, 2002.
6. A PLAT FOR E. B. ATKINS BY EDISTO SURVEYORS, INC DATED SEPTEMBER 17, 2004.

DEEDS:
1. DEED FOR PATRICK WILLIAMS, ET AL DATED APRIL 13, 1978 OF 1050 ACRE TRANSFER RECORDED IN DEED BOOK 433 PAGE 135.
2. DEED FOR L. B. TILL DATED DECEMBER 29, 1986 OF 380 ACRE TRANSFER RECORDED IN DEED BOOK 521, PAGE 469.
3. DEED FOR F. CARLISLE SMITH DATED DECEMBER 31, 1986 OF 400 ACRE TRANSFER RECORDED IN DEED BOOK 521, PAGE 665.

OTHER DATA:
1. 1913 U. S. DEPARTMENT OF AGRICULTURE SOIL SURVEY OF WESTERN HALF OF ORANGEBURG COUNTY.
2. 1927 WILISTON QUADRANGLE MAP BY U.S. ARMY CORP. OF ENGINEERS.
3. 1938 BARNWELL COUNTY SOIL CONSERVATION PHOTO.
4. 1940 AERIAL PHOTOGRAPH.
5. 1941 AERIAL PHOTOGRAPH.
6. 1941 FORESTRY DEPARTMENT PHOTOGRAPH.
7. 1943 WILISTON QUADRANGLE MAP BY U.S. ARMY CORP. OF ENGINEERS.
8. 1966 ORANGEBURG COUNTY TAX MAP PHOTOGRAPH.
9. 1977 ORANGEBURG COUNTY TAX MAP PHOTOGRAPH.
10. 1979 SPRINGFIELD QUADRANGLE MAP BY U. S. ARMY CORP. OF ENGINEERS.
11. 1984 ORANGEBURG COUNTY SOILS MAP.
12. 1988 U. S. DEPARTMENT OF AGRICULTURE PHOTOGRAPH.
13. 2000 ORANGEBURG COUNTY TAX MAP PHOTOGRAPH.
14. 2000 TIMBER SALES MAP.
15. 2002 TIMBER SALES MAP.

NOTES:
1. NO ABSTRACT OF TITLE, NOR THE TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.

2. COPYRIGHT @ EDISTO ENGINEERS & SURVEYORS, INC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR COPIES OF THIS DRAWING WITHOUT AN ORIGINAL SIGNATURE AND IMPRESSION SEAL ARE NOT VALID

3. CERTIFICATION IS MADE TO THOSE PERSONS FOR WHICH THIS PLAT WAS PREPARED AND IS NOT TRANSFERABLE.

4. ADJACENT OWNERS SHOWN AS LISTED PER www.ORANGEBURGCOUNTY.ORG/ASSESSOR

5. NORTH & EAST COORDINATES BASED ON S.C. STATE PLANE NAD83/2001 (INTERNATIONAL FEET) PLOTTED DISTANCES ARE GROUND MEASUREMENTS.

* 6. LINES FROM POINT 'A' TO POINT 'B' RE-ESTABLISHED USING OLD CREEK BED, WOODS LINE, AND REFERENCES. LINES FROM POINT 'B' TO POINT 'C' RE-ESTABLISHED USING REFERENCES AND SOME PHYSICAL DATA.

● IPP IRON PIN PLACED (5/8" REBAR)
● MPP METAL POST PLACED
● MPF METAL POST FOUND
● IPF IRON PIN FOUND
○ COMPUTED CORNER

GRAPHIC SCALE
400 0 200 400 800 1600
( IN FEET )
1 inch = 400 ft.

A
PLAT
OF
DISPUTED PROPERTY LINE
STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
GOODLAND TOWNSHIP

PREPARED FOR
PATRICK J. WILLIAMS

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'C' SURVEY AS SPECIFIED THEREIN."

SOUTH CAROLINA EDISTO ENGINEERS & SURVEYORS, INC. No. C02849 CERTIFICATE OF AUTHORIZATION

RICHARD L. STROMAN S.C. REG LS NO 5496
CLIFTON H. HARPER S.C. REG LS NO 25747
J. J. JOYNER, JR. S.C. REG LS NO 23142
(803)536-1394 FAX (803)531-1815

EDISTO ENGINEERS & SURVEYORS, INC.
PO BOX 1725 ORANGEBURG, SOUTH CAROLINA 29116

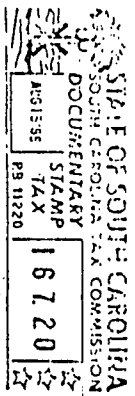
DATE: MAY 28, 2009
17475FIN.DWG
17475-12765 C

TITLE TO REAL ESTATE

The State of South Carolina,
COUNTY OF ORANGEBURG

0 2 2 6 1




KNOW ALL MEN BY THESE PRESENTS, That We, Augustus M. Boland and Lillian B. Boland

in the State aforesaid in consideration of the

sum of Seventy Six thousand and no/100 Dollars (76,000)

to be paid by L.B. Till

in the State aforesaid,

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said his heirs, successors and assigns:

All that certain piece, parcel or tract of land, situate, lying and being in Goodland Township, School District No.1, Orangeburg County, South Carolina, containing three hundred eighty acres (380), more or less, and bounded on the North by County dirt road leading from S.C. Highway #4 (four); on the East the run of Dean Swamp Creek, and property of Q.D. Fulmer, commonly known as Lofton Tract; on the South by the South Edisto River; and on the West by property of Oscar Corbett; this property is more fully shown and delineated on a map of lands of Rosa Stroman by F.W. Frederick, Engineer and Surveyor, dated September 28, 1914, and recorded in the office of the Clerk of Court for Orangeburg County in Plat Book 3 at Page 50, and is all the land shown on said plat located south of county dirt road leading from S.C. Highway #4 (four), except a tract thereon shown as six hundred (600) acres and the Lofton Tract. This being a portion of the property conveyed by Miriam Dean Boland, Mary Cathryn B. Brown, and Edward M. Boland to Maude M. Boland, Etal. Recorded in Deed Book 251 at Page 308 in the office of the Clerk of Court for Orangeburg County.

Lillian B. Boland, wife of Augustus M. Boland, joins in the execution of this instrument for the purpose of conveying any interest she has in the property described herein. It is understood that notwithstanding any other language herein Lillian B. Boland has no personal liability for the repayment of the debt secured hereby. U.T. Boland is unmarried.

Entered in the Office of Tax Assessor

Map Block Parcel

This 9 day of January 19 87

VERA R. BENTON
Tax Assessor
Orangeburg County

9 00 5
30 Sept 87

729

167.20
83.60
250.80

BOOK 521 PAGE 439

EXHIBIT "B"

F. C SMITH 0022

BOOK 521 PAGE 470

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said L.B. Till

Heirs and Assigns forever.

And We do hereby bind Our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said L.B. Till

Heirs and Assigns, against themselves and Their Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

*WITNESS* Their *Hand and Seal this* 29th *day of* December *in the year of our Lord one thousand nine hundred and* eighty-six *and in the two hundred and* Tenth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Bett L. Desmarais

Sandra C. Jones

W. H. Boland (SEAL)

Augustus B. Boland (SEAL)

Lillian B. Boland



EXHIBIT "E-27"



EXHIBIT "E-29"



EXHIBIT "E-30"



EXHIBIT "E-31"



EXHIBIT "E-32"



EXHIBIT "E-33"



EXHIBIT "E-35"

737

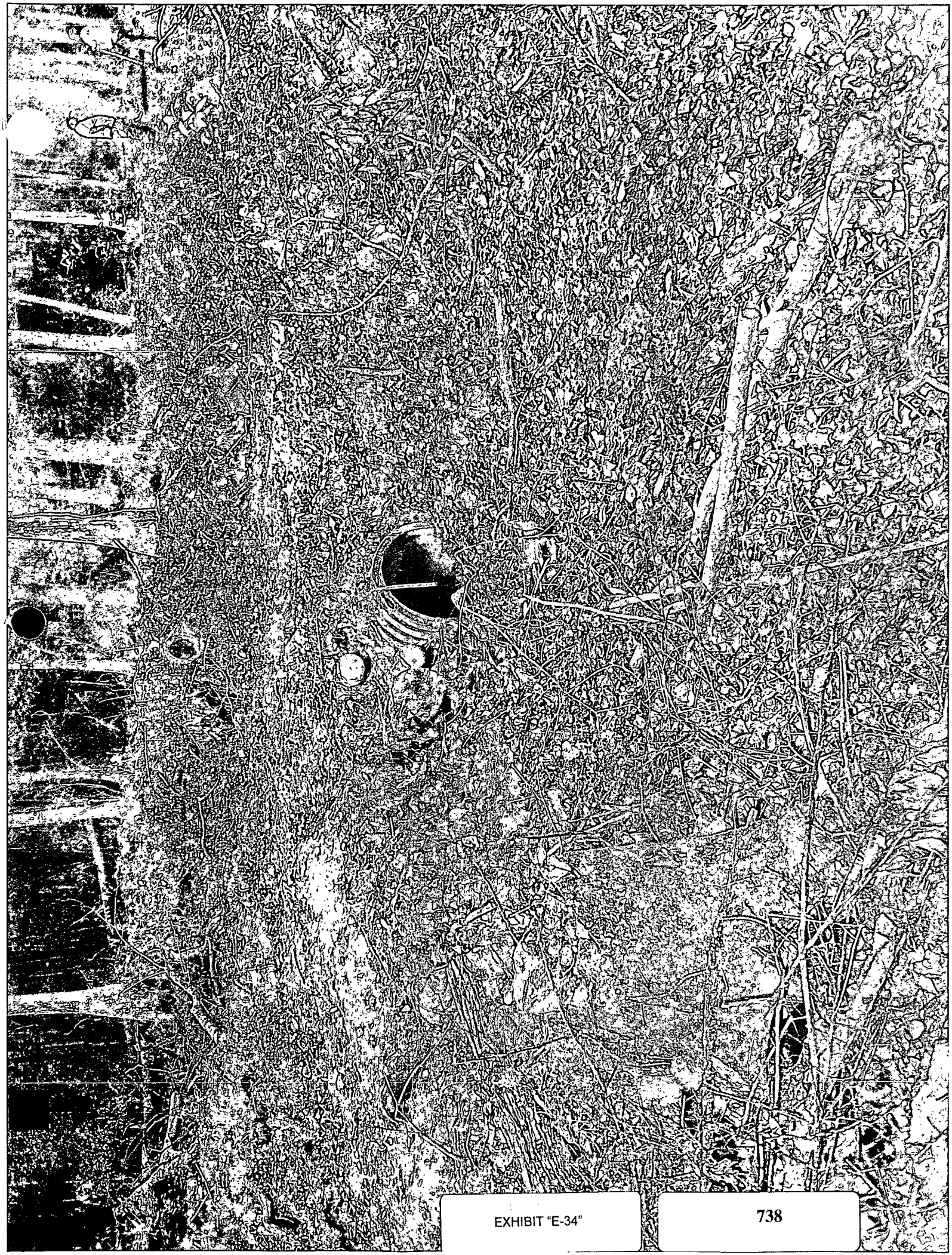




EXHIBIT "E-8"



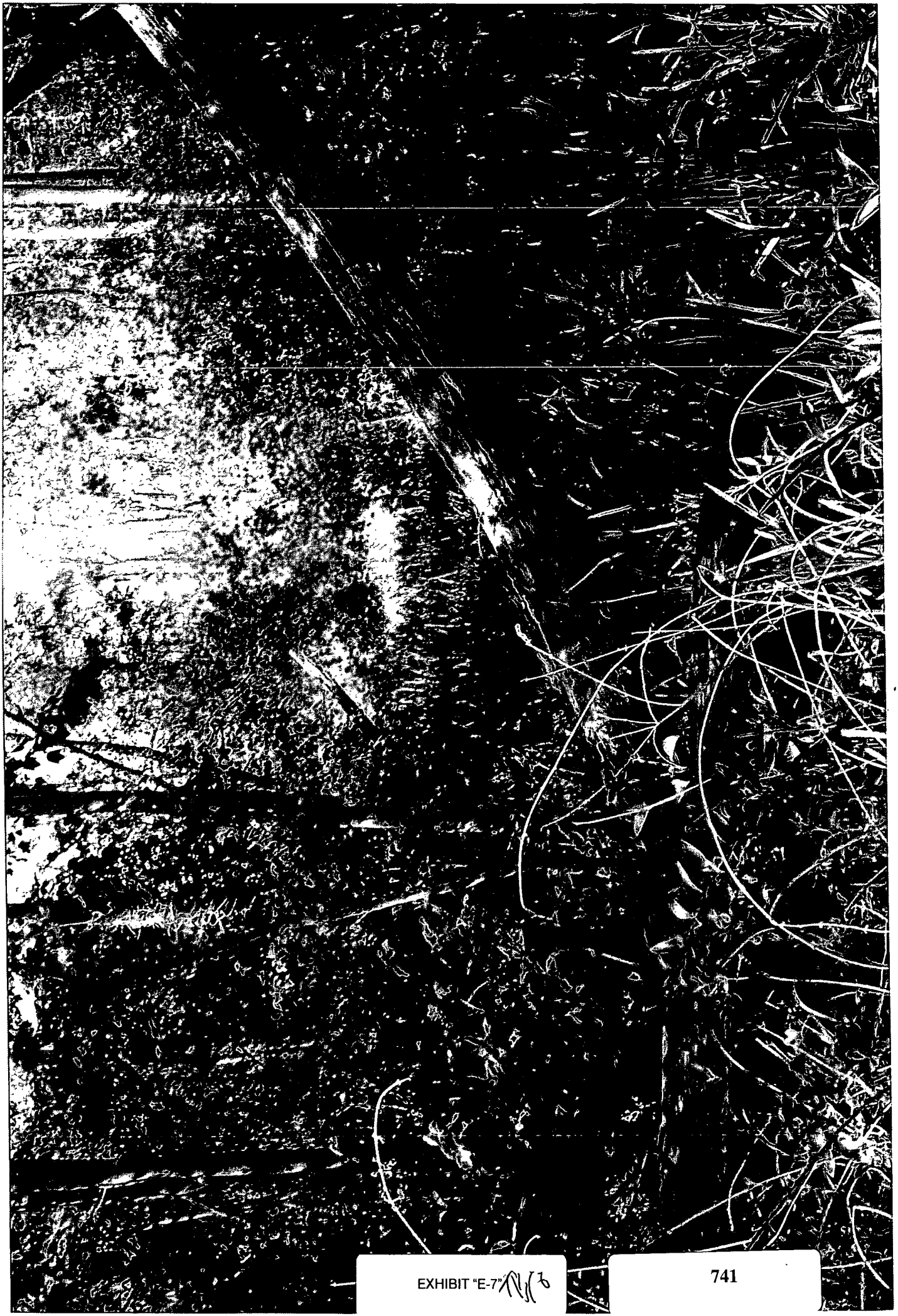


EXHIBIT "E-7"



11/17 EXHIBIT "E-5"



EXHIBIT "E-3"

EXHIBIT "E-21"

744

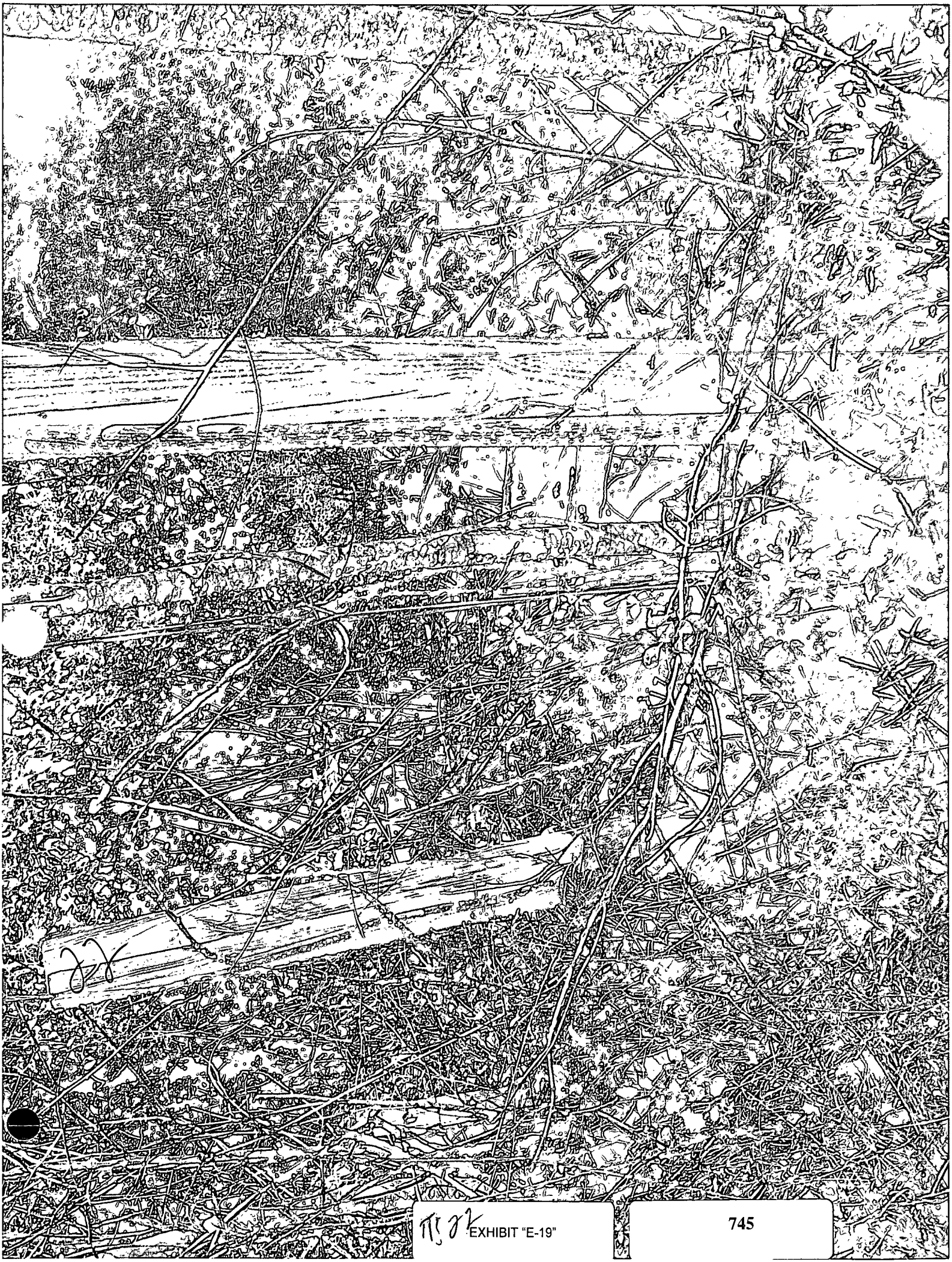


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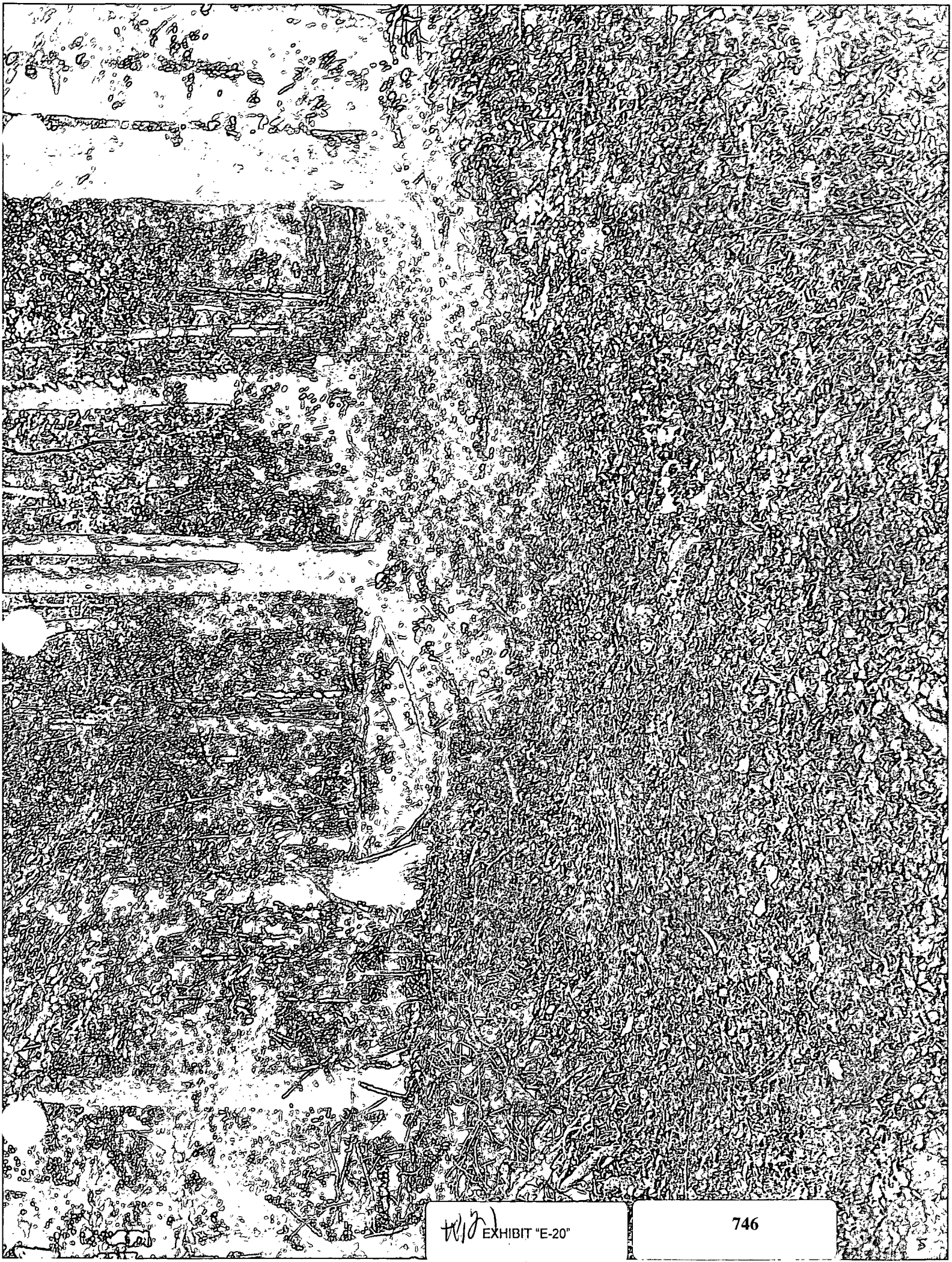


EXHIBIT "E-20"

746



EXHIBIT "E-22"



EXHIBIT "E-18"

748

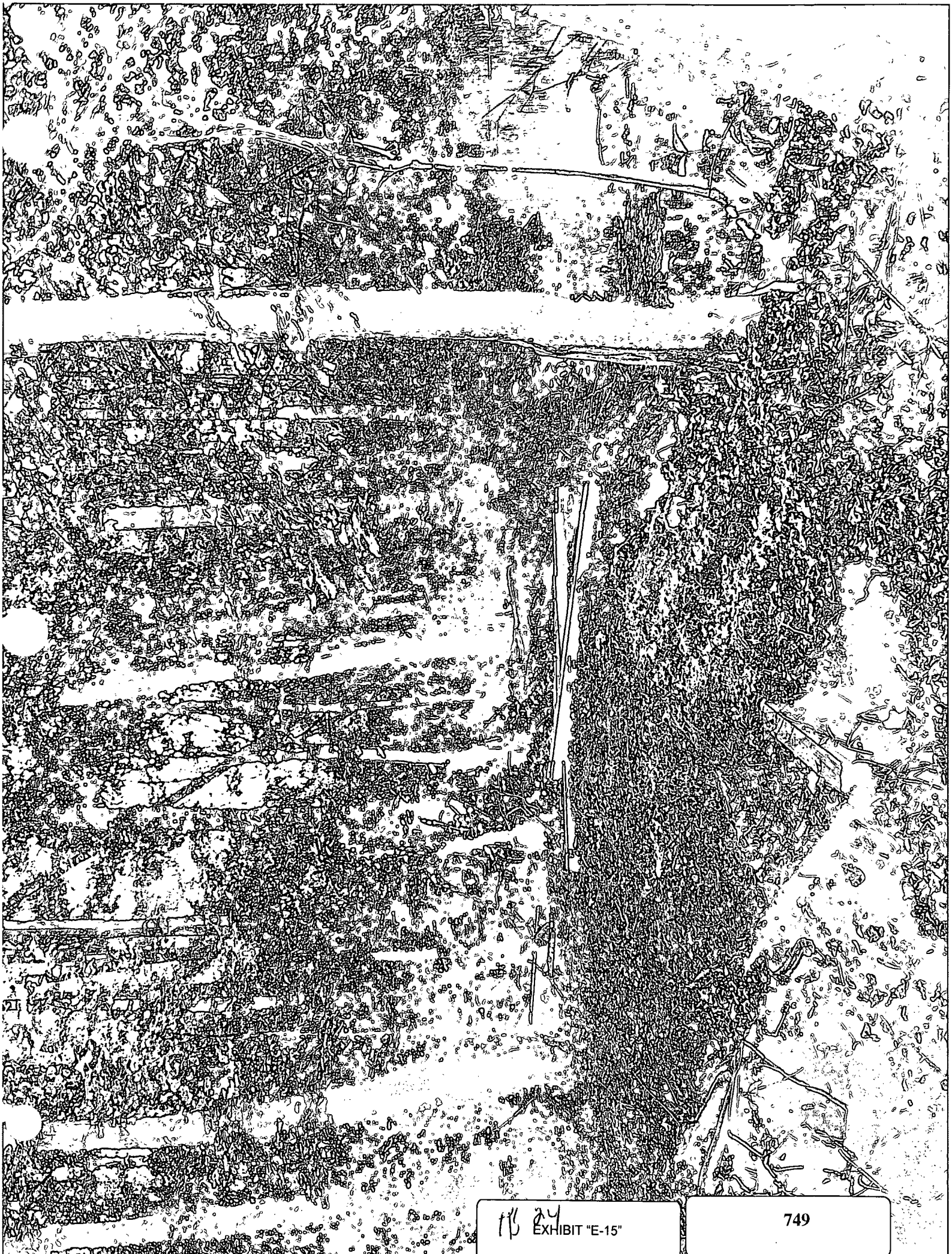


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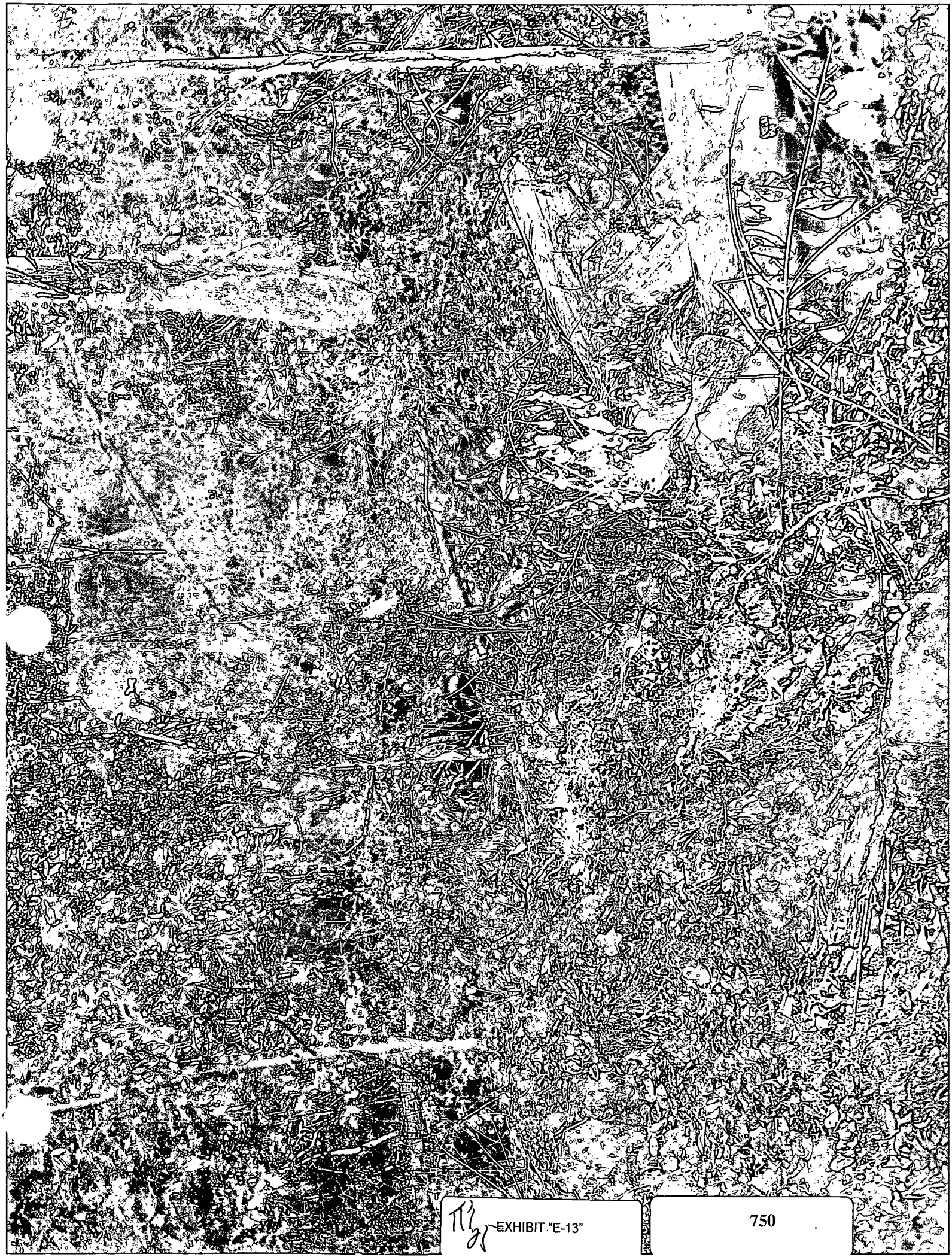


EXHIBIT "E-13"





EXHIBIT "E-11"



PLAINTIFF'S EXHIBIT 38

PENGAD 800-631-6989

PLAINTIFF'S
EXHIBIT
89

GAD 800-631-6989



PLAINTIFF'S EXHIBIT 30

PENGAD 800-631-6989



PLAINTIFF'S EXHIBIT 31

800-631-6989

757

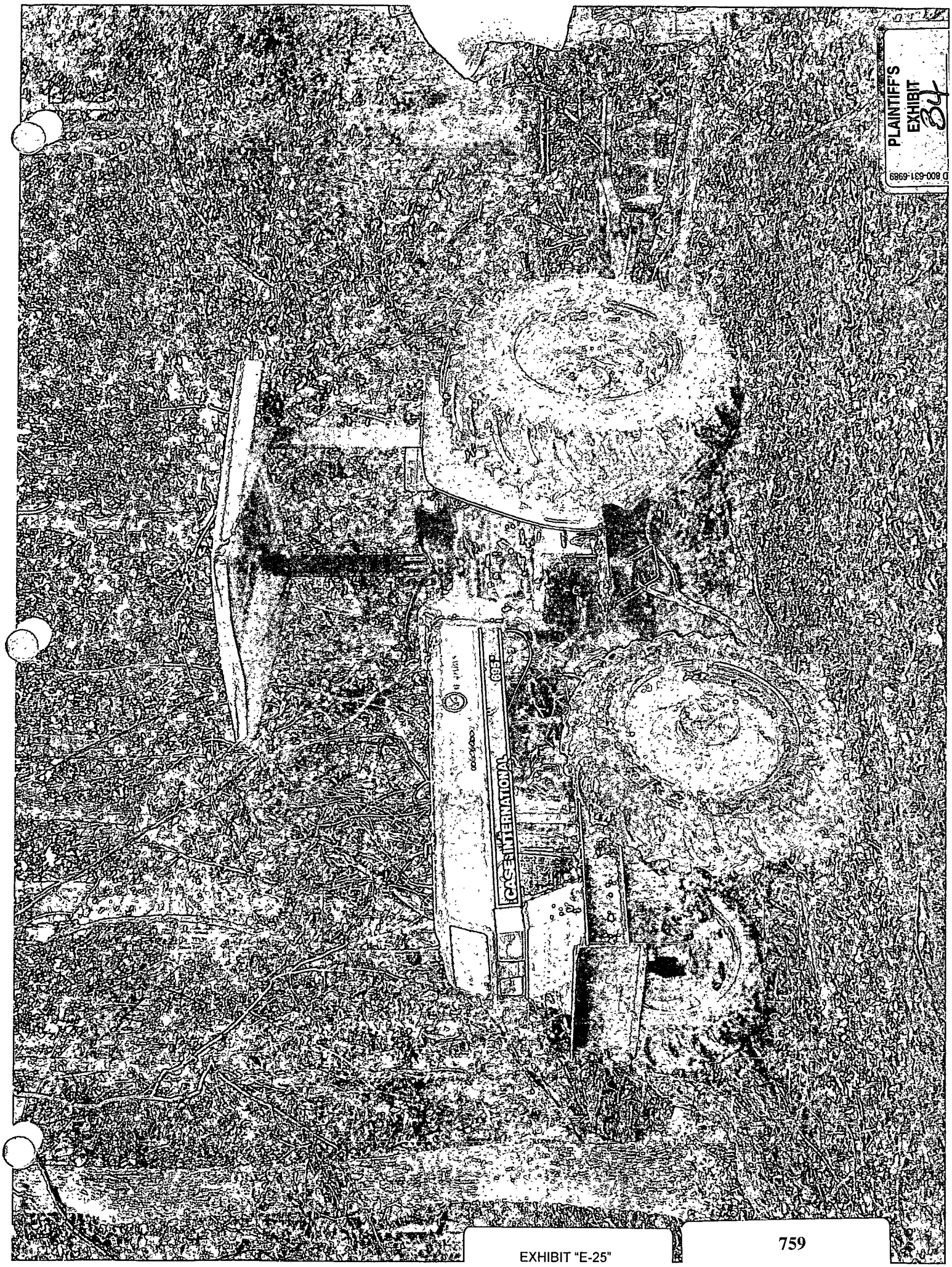
PLAINTIFF'S
EXHIBIT
32

D 800-631-6989

758

PLAINTIFF'S
EXHIBIT
33

GAD 800-631-6989


PLAINTIFF'S
EXHIBIT
84
800-631-6989
CYPRESS INTERNATIONAL
609



PLAINTIFF'S EXHIBIT 35

PENGAD 800-631-6989

EXHIBIT "E-26"

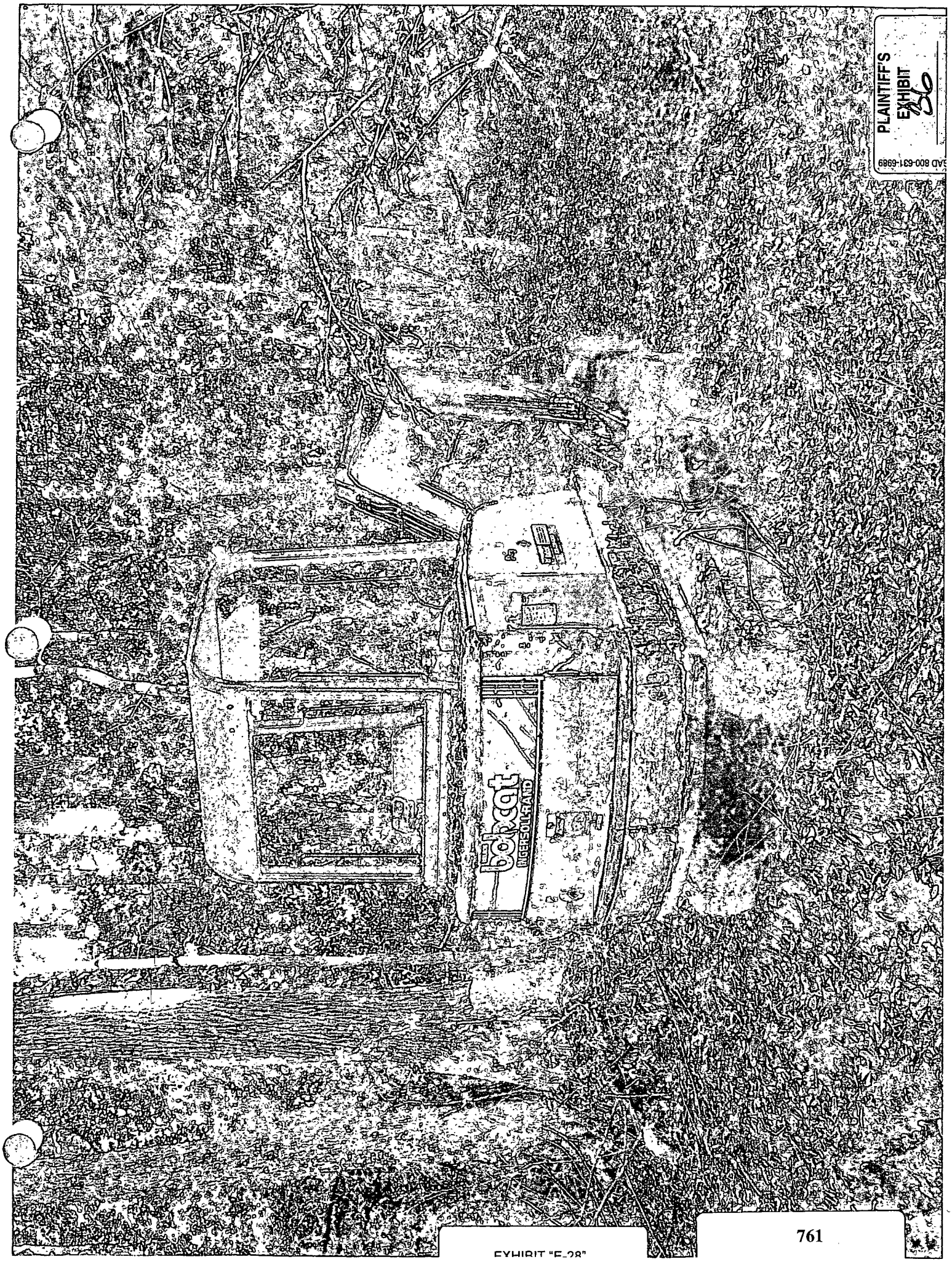





EXHIBIT "E-28"



Substitute



763

Substitute
Exhibit 38 (PL)

764

Substitute
Exhibit 39 CP

765

PLAINTIFF'S
EXHIBIT
40

800-631-6989



PLAINTIFF'S EXHIBIT 11

800-631-6989



PLAINTIFF'S EXHIBIT 42

00-631-6989

768

PLAINTIFF'S EXHIBIT 43

ID 800-631-6989

769

PLAINTIFF'S EXHIBIT 44

800-631-6989

770

PLAINTIFF'S
EXHIBIT
45

D 800-631-6989

PLAINTIFF'S
EXHIBIT
Ule

800-631-6989

771

772

PLAINTIFF'S EXHIBIT 47

GAD 800-631-6989

Site Provided by...
governmax.com 1.12

# Parcel

Map # 1 of 1


**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


| Parcel ID | Map # | Parcel Address | Total Land & Improvements | Data as of |
|---|---|---|---|---|
| 0362260 | 0006-00-04-027.000 | | $686,300 | 9/15/2012 |

## Owner Information

| | |
|---|---|
| **Owner** | WALLMEYER MARY B & FRANK J & WILLIAM |
| **Owner Address** | PO BOX 525<br>SANTEE SC 29142-0525 |
| **Transfer Date** | 01/02/1901 |
| **Document Reference No.** | 000 000 |

## Location Information

| | | | |
|---|---|---|---|
| **GIS** | 0006-00-04-027.000 | **Section & Plat** | |
| **Township No.** | 001 | **Tax District No.** | 40 |
| **Parcel Address** | MI W SPRINGFIELD, | **Routing No.** | 00070000007000 |
| **Legal Acreage** | 848.3 | **Legal Desc.** | 4 MI W SPRINGFIELD 1000140001 |

## Parcel Information

| | |
|---|---|
| **Zoning*** | |
| **Property Class Code** | 100-Vacant Agricultural |
| **Neighborhood Code** | 1000 10.00 |
| **Street or Road Code** | |

## Assessment Information

| | | | |
|---|---|---|---|
| | | **Assessment Year - 2011** | 0 |
| **Owner Occupied Residential** | 0 | | |
| **Lots** | 0 | **Market Value** | 0 |
| **Acres** | 0 | **Taxable Value** | 0 |
| | | **Ratio** | 0.04 |
| | | **Assessment** | 0 |
| **Other Property** | 0 | | |
| **Lots** | 0 | **Market Value** | 0 |
| **Acres** | 0 | **Taxable Value** | 0 |
| | | **Ratio** | 0.06 |
| | | **Assessment** | 0 |
| **Market Value Ag/MLD** | 0 | | |



EXHIBIT "T"

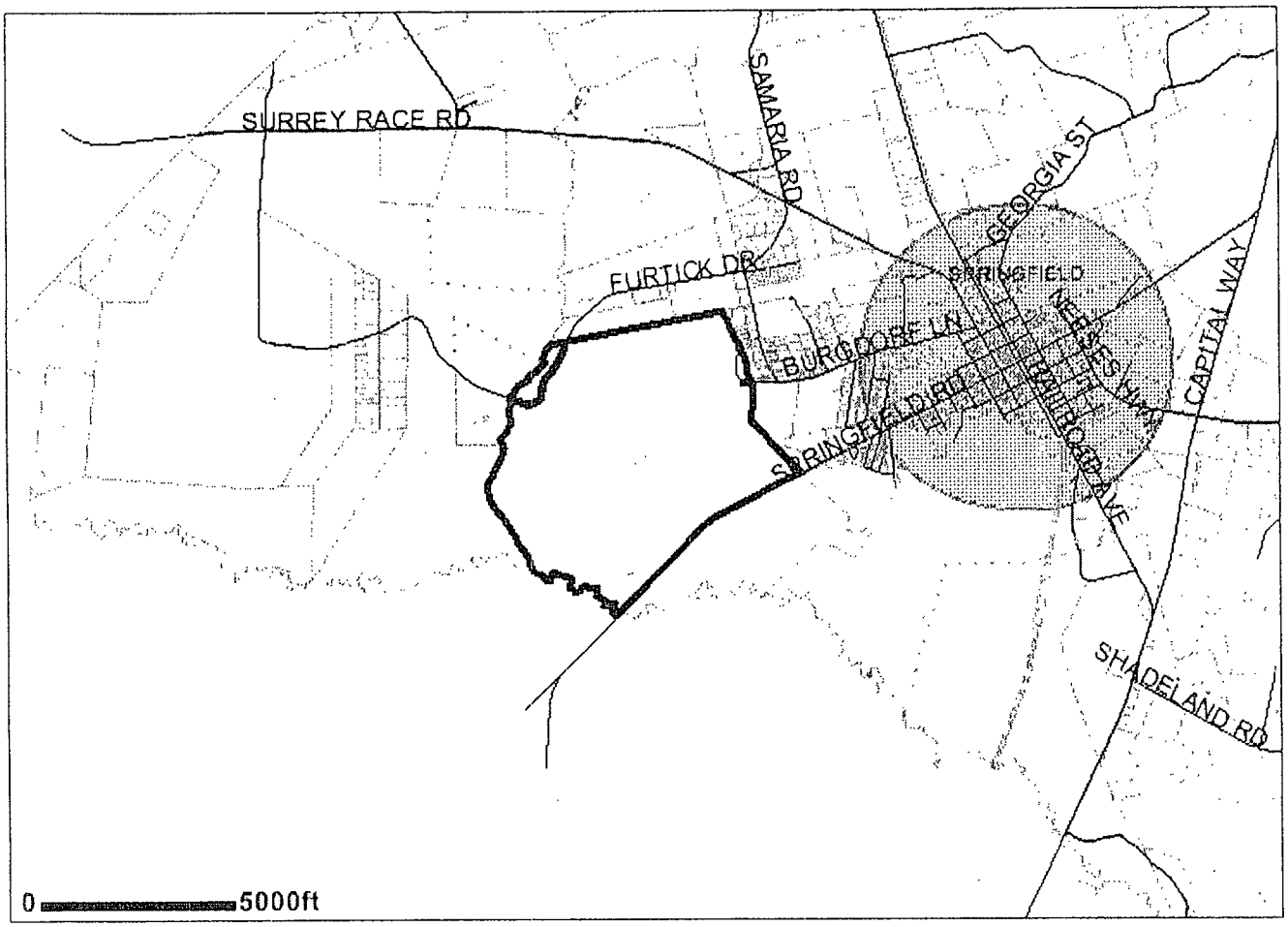
773

| | | | |
|---|---|---|---|
| **Lots** | 0 | **Market Value** | $686,319 |
| **Acres** | 848.30 | **Taxable Value** | $501,215 |
| **Use Value Ag/MLD** | 0 | | |
| **Lots** | 0 | **Market Value** | 0 |
| **Acres** | 848.30 | **Taxable Value** | $182,389 |
| | | **Ratio** | 0.04 |
| | | **Assessment** | $7,300 |
| | | **Total Assessment (NOT TAXES)** | $7,300 |

*Contact zoning office for official zoning.

**Print List First Previous Next Last**

774


SURREY RACE RD
SAMARIA RD
GEORGIA ST
FURTICK DR
SPRINGFIELD
BURGDORF LN
SPRINGFIELD DR
BROAD AVE
CAPITAL WAY
SHADELAND RD
0
5000ft

775

Click on Tax Map Number to View Tax Assessor Data.

| | |
|---|---|
| TAX MAP NUMBER: | 0006-00-04-027.000 |
| OLD MAP NUMBER: | 007-00-00-007 |
| ACCOUNT NUMBER: | 362260 |
| ACREAGE: | 869.01<br>This is based upon mapped area and may differ slightly from your tax bill and/or plat. |
| DEED REF.: | Book 0000 Page 0000 |
| PLAT REF.: | Book 0000 Page 0000 |
| CONTACT INFORMATION: | WALLMEYER MARY B & FRANK J & WILLIAM<br>P O BOX 525<br>SANTEE , SC 29142 |

County Council District: District 4

| | |
|---|---|
| School District: | DIST 4 |
| School District: | DIST 4 |
| Primary School: | |
| Elementary School: | HUNTER KINARD TYLER |
| Middle School: | |
| High School: | HUNTER KINARD TYLER |

*

776

Site Provided by...
governmax.com

1.13

## Parcel

Map # 1 of 1

**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

| Parcel ID | Map # | Parcel Address | Total Land & Improvements | Data as of |
|---|---|---|---|---|
| 0814178 | 0003-00-01-006.000 | | $382,800 | 9/15/2012 |

### Owner Information

| | |
|---|---|
| **Owner** | SMITH F CARLISLE |
| **Owner Address** | 260 SHADOW MIST LN<br>ELGIN SC 29045-8540 |
| **Transfer Date** | |
| **Document Reference No.** | |

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### Location Information

| | | | |
|---|---|---|---|
| **GIS** | 0003-00-01-006.000 | **Section & Plat** | |
| **Township No.** | 001 | **Tax District No.** | 40 |
| **Parcel Address** | , | **Routing No.** | 00030000012000 |
| **Legal Acreage** | 400.001 | **Legal Desc.** | OFF HWY 4 1000090005 |

### Parcel Information

| | |
|---|---|
| **Zoning*** | |
| **Property Class Code** | 100-Vacant Agricultural |
| **Neighborhood Code** | 1000 10.00 |
| **Street or Road Code** | |

### Assessment Information

| | | | |
|---|---|---|---|
| | | **Assessment Year - 2011** | 0 |
| **Owner Occupied Residential** | 0 | | |
| **Lots** | 0 | **Market Value** | 0 |
| **Acres** | 0 | **Taxable Value** | 0 |
| | | **Ratio** | 0.04 |
| | | **Assessment** | 0 |
| **Other Property** | 0 | | |
| **Lots** | 0 | **Market Value** | 0 |
| **Acres** | 0 | **Taxable Value** | 0 |
| | | **Ratio** | 0.06 |
| | | **Assessment** | 0 |
| **Market Value Ag/MLD** | 0 | | |



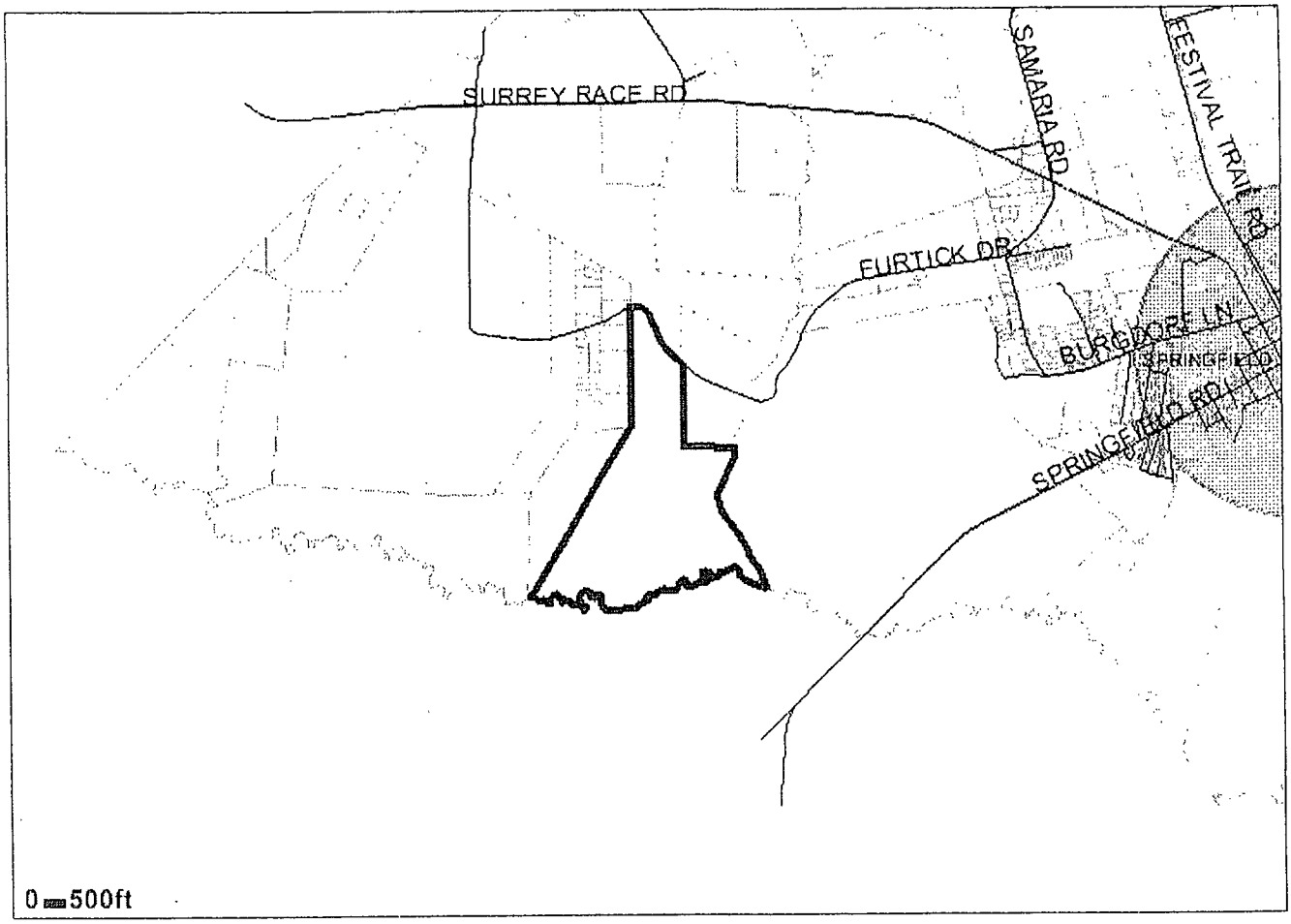
**EXHIBIT "U"**

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| | | | |
|---|---|---|---|
| **Lots** | 0 | **Market Value** | $382,767 |
| **Acres** | 400.00 | **Taxable Value** | $308,292 |
| **Use Value Ag/MLD** | 0 | | |
| **Lots** | 0 | **Market Value** | 0 |
| **Acres** | 400.00 | **Taxable Value** | $36,960 |
| | | **Ratio** | 0.04 |
| | | **Assessment** | $1,480 |
| | | **Total Assessment (NOT TAXES)** | $1,480 |

*Contact zoning office for official zoning.

Print List First Previous Next Last


SURREY RACE RD
SAMARIA RD
FESTIVAL TRAIL RD
FURTICK DR
BURGDORF LN
SPRINGFIELD
SPRINGFIELD RD
0 500ft

Click on Tax Map Number to View Tax Assessor Data.

| | |
|---|---|
| TAX MAP NUMBER: | 0003-00-01-006.000 |
| OLD MAP NUMBER: | 003-00-00-012 |
| ACCOUNT NUMBER: | 814178 |
| ACREAGE: | 363.41<br>This is based upon mapped area and may differ slightly from your tax bill and/or plat. |
| DEED REF.: | Book 0000 Page 0000 |
| PLAT REF.: | Book 0003 Page 0050 |
| CONTACT INFORMATION: | SMITH F CARLISLE<br>260 SHADOW MIST LN<br>ELGIN , SC 29045 |

County Council District: District 4

| | |
|---|---|
| School District: | DIST 4 |
| School District: | DIST 4 |
| Primary School: | |
| Elementary School: | HUNTER KINARD TYLER |
| Middle School: | |
| High School: | HUNTER KINARD TYLER |

RECORDATION REQUESTED BY:
FIRST CITIZENS BANK AND TRUST COMPANY, INC
PO Box 29
Columbia SC 29202

WHEN RECORDED MAIL TO:
First Citizens
Loan Operations MC994033
PO Box 29
Columbia SC 29202

SEND TAX NOTICES TO:
Francis C Smith
260 Shadow Mist Lane
Elgin, SC 29045

FILED Apr 28, 2011 09:45:09 am
BOOK 02142
PAGE 0327 THRU 0333
INSTRUMENT # 2011001191
Signature

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

STATE OF SOUTH CAROLINA )
)
COUNTY OF Orangeburg )

# MORTGAGE OF REAL ESTATE

THIS MORTGAGE is dated 04/25/2011

THE MORTGAGOR(S) as referred to in this Mortgage is (are) F. CARLISLE SMITH

THE MORTGAGEE, First Citizens Bank and Trust Company, Inc. will be referred to herein as "Lender". Lender's address is PO Box 29, MC994033, Columbia, SC 29202.

WHEREAS, Borrower(s) Francis C Smith A/K/A F. CARLISLE SMITH

is (are) indebted to Lender in the principal amount of $ 278,472.09 pursuant to the note, note agreement, loan agreement or revolving loan agreement (hereinafter referred to as the "Note") dated 04/25/2011. The Note includes all documents renewing, extending, or modifying it and/or evidencing future advances. The Note has a final maturity of 05/09/2016

The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13, shall at no time be more than double the principal amount of the Note or $ 278,472.09, whichever is greater, plus interest, reasonable attorney's fees and court costs incurred in collection of amounts due hereunder and expenditures by Lender under Paragraph 5 below. Interest under the Note will be deferred, accrued, or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure the Lender the repayment of the following amounts, with interest: (A) the indebtedness evidenced by the Note; (B) any Future Advances made under Paragraph 13 below; (C) expenditures by Lender under Paragraph 5 below; and (D) attorney's fees, court costs and other amounts which may be due under the Note and the Mortgage. In consideration of the above indebtedness and for other valuable consideration



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EXHIBIT "V"

which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Lender, its successors and assigns the following described property (hereinafter sometimes referred to as the "Property"):

**The Real Property is located at:**
Off Highway 4 10, Springfield, SC 29146

**See Exhibit A**

Together with all singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements, now or hereafter situated thereon; and all fixtures (including, but not limited to, appliances, additions, improvements, and all items and material attached to or used in connection with the described Property) now or hereafter attached thereto; all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, and powers; and all estates, rights, titles, interests, privileges, liberties, and tenements, whatsoever and in any way belonging, relating or appertaining to any of the property herein above described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law as well as in equity of Mortgagor of, in and to the same, inducing but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property or to any rights, appurtenant thereto; and all proceeds of any sales or other dispositions of the property or any part thereof (collectively hereafter referred to as the "Property"; and all of the same being deemed part of the Property and included in the reference thereto).

TO HAVE AND TO HOLD all and singular the Property unto Lender and the successors and assigns of Lender forever,

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided in Paragraph 15 and otherwise herein. Mortgagor covenants to warrant and forever defend all and singular the Property unto Lender and the successors or assigns of Lender from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Lender, that if Mortgagor pays or causes to be paid to Lender the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Lender as follows:

1. **Assignment of Rents and Profits.** As further security for all sums secured by this Mortgage, Mortgagor assigns to Lender all rents and profits arising from the Property; provided, however, that so long as no Default, as hereinafter defined, has occurred, Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Lender therefore.

2. **Care of Property.** Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the

Property and will cut no timber on the Property without the express written consent of Lender. Lender shall be entitled to specific performance of the provisions of this paragraph.

3. **Insurance.** (A) Mortgagor shall at its sole expense obtain for, deliver to, and maintain for the benefit of Lender, during the life of the Mortgage, insurance policies in such amounts as Lender may require, in no event less than the full insurable value, insuring the Property against fire, extended coverage and such other insurable hazards, casualties and contingencies as Lender may require including flood damage, and shall pay promptly, when due, any premiums on such insurance policies and on any renewals thereof. The form of such policies, the companies issuing them and the coverages provided shall be acceptable to Lender and shall contain a noncontributory mortgage endorsement making losses payable to Lender. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to Lender shall be delivered to Lender. Mortgagor shall deliver to Lender receipts evidencing the payment of all premiums of such insurance policies and renewals. In the event of loss, Mortgagor will give written notice to Lender, and Lender may make proof of loss if not made promptly by Mortgagor. In the event of foreclosure of this Mortgage or any other transfer of title to the Property in extinguishment of the indebtedness and other sums secured hereby, all rights title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the grantee. Upon the failure of Mortgagor to obtain and maintain insurance satisfactory to Lender, Lender may at its own discretion procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies in insurance, in such amount as Lender, acting in its sole discretion, may determine; all without prejudice to its right to foreclose hereunder should Mortgagor fail or refuse to keep said premises so insured.

(B) Mortgagor hereby assigns to Lender all proceeds from any insurance policies, and Lender is hereby authorized and empowered in its reasonable discretion, to adjust or compromise any loss under any insurance policies on the Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender alone and not to Mortgagor and Lender jointly. After deducting from such insurance proceeds any expenses incurred by Lender in the collection or handling of such funds, Lender, acting in its sole discretion, may apply the net proceeds (1) to the payment of any sum secured by this Mortgage in such order as Lender may determine, or (2) to the replacement, repair, or restoration of the portion of the Property damaged or destroyed in a manner determined by Lender; or may release said net proceeds to the Mortgagor upon such conditions as Lender shall determine; or may apply said net proceeds for any combination of the foregoing; all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. If Lender elects to restore the improvements, any balance of such monies after restoration shall either be applied toward the reduction of indebtedness and any other sums secured hereby or shall be paid to Mortgagor. Lender shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(C) Mortgagor shall, at its sole expense, obtain for, deliver to, and maintain for the benefit of Lender, during the life of this Mortgage, liability insurance policies relating to the Property, in such amounts, with such companies and in such form as may be reasonably required by Lender. Lender may require such policies to contain an endorsement, in form satisfactory to Lender, naming Lender as an additional insured thereunder. Mortgagor shall pay promptly, when due, any premiums on such insurance policies and renewals thereof.

4. **Taxes and Assessments.** Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Lender proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Lender appropriate security for payment of the same together with any applicable interest and penalties, should the same be determined due and owing.

5. **Expenditures by Lender.** If Mortgagor fails to make payment for restoration or repair of the Property (including any improvements to bring the Property in compliance with federal, state or local laws, ordinances or regulations), for insurance premiums or for taxes, assessments or other charges as required in the Mortgage, Lender may, but shall not be obligated to, pay for the same. Any such payment by Lender will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time to outstanding principal under the Note. Payments made for taxes by Lender shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor will pay to Lender in cash on demand an amount equal to any payment made by Lender pursuant to this paragraph plus interest thereon as herein provided.

6. **Condemnation.** Lender shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Lender the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to the power of eminent domain of any portion of the Property. Any such payment or award received by Lender may, at the option of Lender, (1) be applied to payment of any sums secured by this Mortgage in such order as Lender may determine; or (2) be applied in a manner determined by Lender to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property; or (3) be released to Mortgagor upon such conditions as Lender may determine; or (4) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied

to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. **Due on Sale or Transfer of Property.** At the option of Lender, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of Lender, Mortgagor shall convey away the mortgages premises, or if the title shall become vested in any other person in any manner whatsoever, (to include a Sales Contract) other than by death of Mortgagor. It is understood and agreed that in consideration for the consent of Lender to any transfer of title to the mortgaged premises, Lender, at its option, may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

8. **Default.** The occurrence of any of the following events shall be deemed a Default under this Mortgage:
   (A) any default by Mortgagor as described in the Note;
   (B) failure of Mortgagor to pay any other sum secured by this Mortgage when due;
   (C) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or any loan agreement entered into between Mortgagor and Lender with respect to the indebtedness hereby secured within ten (10) days following the giving of notice by Lender to Mortgagor to observe or perform the same.

9. **Remedies.** Upon the occurrence of a Default as hereinabove defined, Lender may, without notice to Mortgagor unless otherwise required by laws, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure, Lender shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Lender in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Lender simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

10. **Appointment of Receiver.** Upon the occurrence of a Default as hereinabove defined Lender shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases; the making of repairs to the Property; and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, costs or repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation of liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this paragraph. If the rents of the Property are not sufficient to meet the cost of taking control and managing the Property and collecting the rents, Lender, at its sole option, may advance funds to meet the costs. Any funds expended by Lender for such purposes shall become indebtedness of Mortgagor to Lender secured by this Mortgage. Unless Lender and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note. The entering upon and taking and maintaining of control of the Property by Lender or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender hereunder.

11. **Waiver by Lender.** Lender may, in its sole discretion, from time to time waive or forbear from endorsing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Lender of any right or remedy provided herein by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

12. **Costs of Appraisals.** Mortgagor shall pay any and all costs of providing to Lender, as it may request from time to time, a current appraisal of the market value of the Property prepared by an appraiser acceptable to Lender, in its sole discretion. If Mortgagor fails to pay such costs, Lender may advance the cost on the Mortgagor's behalf and add the amount of such advance to the principal under the Note, which shall bear interest at the rate as provided in the Note, and shall be due and payable on demand. Mortgagor's failure to pay the cost of any such appraisal, plus all accrued interest, in full, within ten (10) days of the date of such demand shall constitute an event of default entitling the Lender to accelerate the maturity of all debts secured by the Mortgage, as allowed by law.

13. **Future Advances.** Lender, at its option, may make Future Advances to Mortgagor. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Note, shall be secured by this Mortgage when evidenced by the Note or by any other note stating that it is secured by this Mortgage or when advanced under the terms of this Mortgage. Lender may make but is not obligated to make such Future Advances (A) at the request of Mortgagor, whether or not there is an obligation to make Future Advances; (B) pursuant to advance of funds provided for

herein; or (C) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property.

**14. Notices.** Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the latest address of such party that is known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice of other document.

**15. Miscellaneous.**

(A) The agreements herein shall bind and inure to the benefit of the Mortgagor, Lender and their respective heirs, successors and assigns.

(B) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Lender shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.

(C) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

(D) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.

(E) Lender may make or cause to be made reasonable entries upon and inspections of the Property upon giving Mortgagor prior notice.

(F) All covenants of Mortgage shall be joint and several.

(G) This Mortgage shall be governed by, construed and enforced in accordance with the laws of South Carolina.

(H) If this is not a first mortgage, Mortgagor has provided Lender with an attorney's opinion (or title insurance) setting out in detail any and all prior mortgages or liens including the date of the existing mortgage liens and the original amounts.

(I) If the Mortgagor is not obligated on the debt which this Mortgage secures, then the Mortgagor acknowledges that Note was made in consideration for this transaction and the owner of the Property agrees to be bound by all terms and conditions of the Note and the Mortgage.

(J) Construction Mortgage. If this is a construction loan, this Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of South Carolina.

**16. Compliance with Environmental Laws.** Mortgagor agrees to indemnify, defend and save Lender and its successors and assigns harmless from and against all claims, actions, administrative proceedings, fines, costs, liabilities, attorney's fees and costs or the like that arise directly or indirectly from the presence or release of hazardous materials, substances, waste or other environmentally regulated substances on the Property. Mortgagor shall also indemnify and hold Lender harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorney's, consultant's or expert's fees or expenses) of any kind and nature suffered by state or federal, which requires the elimination, removal, or transfer of any hazardous material, substances, waste or other environmentally regulated substances. Mortgagor's obligations hereunder to Lender shall not be limited to any extent by the term of the Note, as to any act or occurrence prior to payment in full and satisfaction of the Note which gives rise to the liability hereunder, shall continue to survive and remain in full force and effect not withstanding payment in full and satisfaction of the Note and Mortgage, or foreclosure under the Mortgage, or delivery of a deed in lieu of foreclosure. A default hereunder may, at the option of the Lender, be treated as a default under the documents evidencing and securing the loans. Hazardous materials, substances, waste or other environmentally regulated substances, as those terms are used herein, shall have the meanings specified in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), as amended, the Resource Conservation Recovery Act, as amended, the Clean Air Act; the Clean Water Act, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree as may now or at any time hereafter be in effect.

**17. Environmental Assessments Costs.** The Mortgagor shall pay the cost of providing to Lender, at Lender's request, a current environmental site assessment, audit, or survey ("Assessment") of the Property, which Assessment shall be prepared by a person or company acceptable to Lender, in Lender's sole discretion. If Mortgagor fails to pay the costs of the Assessment, Lender may pay such cost and the same shall constitute an advance under the Note to be secured by the Property, and shall be due and payable on demand. Mortgagor's failure to pay such amount with all accrued interests in full within ten (10) days of date of such demand shall constitute an event of default and entitle Lender to accelerate the maturity of any and all debts secured by the Property, as allowed by law. The Mortgagor acknowledges that the Lender disclaims any duty or obligation to the Mortgagor or any third party in regard to these assessments and is acting solely in compliance with its lending practices. The Mortgagor is advised to seek technical and/or legal advice in regard to any environmental concerns associated with the Property.

18. **Waiver by Mortgagor.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. UNLESS PROHIBITED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

Signed, sealed and delivered in the presence of:

D. Hope Deter
Witness

Witness

Mortgagor FRANCIS C SMITH A/K/A F. CARLISLE SMITH

Mortgagor

STATE OF SOUTH CAROLINA }
}
County of Richland }

Probate

Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw F. Carlisle Smith a/k/a Carlisle Smith sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness witnessed the execution thereof.

SWORN to and subscribed
before me this 25th day
of April, 2011

D. Hope Deter (SEAL)
Notary Public for South Carolina

My commission expires: 10/20/2018

(Witness)

LEGAL DESCRIPTION
EXHIBIT "A"
ORANGEBURG COUNTY PROPERTY

All that certain piece, parcel, lot or tract of land, situate, lying and being in Goodland Township, School District No. 1, Orangeburg County, South Carolina, containing four hundred (400 acres) acres, more or less, and bounded on the North by County dirt road leading from S.C. Highway #4 (four); on the East run of Dean Swamp Creek, and property of Q.D. Fulmer, commonly known as Lofton Tract; on the South by the South Edisto River; and on the West by property of Oscar Corbett. This property is more fully shown and delineated on a map of lands of Rose Stroman by F.W. Frederick, Engineer and Surveyor, dated September 28, 1914, and recorded in the office of the Clerk of Court for Orangeburg County in Plat Book 3 at Page 50, and is all the land shown in said plat located south of the county dirt road leading from S.C. Highway #4 (four) except attract thereon shown as six hundred (600) acres and the Lofton Tract. This being a portion of the property conveyed by H.T. Boland and Augustus M. Boland to L.B. Till. Recorded in Deed Book 521 at Page 469 in the office of the Clerk of Court for Orangeburg County.

TMS: 0003-00-01-006.000

#1284

JUL 01 1999

# ANTLERLESS DEER QUOTA APPLICATION

(Please print or type)

Entered AD

## Application Fee - $50.00

**(No mailing fee required. All tags will be mailed)**

County Aiken & Orangeburg Year 1999 (Check one): New ____ Renewal ✓

Applicant's Social Security Number [redacted]

Applicant's Name Donald Cooper Telephone: Residence 258-3222

Address PO Box 365 Telephone: Business 258-3426

City, State, Zip Salley, SC. 29137

Hunt Club Edwards Edwards

Location Deer Creek From Salley To South Edisto River

Total Acreage 6251+568 = 6,81
6,358 ac in 1998

A $50 application fee is required for each ADQP application. A check or money order for $50 (do not send cash) made payable to S.C. Department of Natural Resources (SCDNR) must be attached at the designated location on the bottom of this form. **Mailing fee is included in the application fee.**

**Cooperator's Agreement:**

I hereby attest that I am the landowner or have exclusive deer hunting rights on all lands listed which includes each landowner's authorization to harvest antlerless deer. I further attest that I will obey all hunting and fishing laws and that I will cooperate fully with Department conservation officers and biologists. I will accept full responsibility for the proper use of antlerless deer tags. I certify that all information provided is accurate and true and recognize that any misrepresentation may invalidate this application. I also recognize that a quota may or may not be issued depending upon management needs and the merits of the case.

Applicant's Signature Donald Cooper Date 6-25-99

Carlisle Smith
460 ac

-OVER-

**FOR SCDNR USE**

(Do not write here)

Signed Brad Moon Date 7-26-99

Wildlife Biologist (Comments): ____

Recommended Quota 85

Signed Michael B. Campbell Date 7/22/99

Approved ____ Date ____

Staple or Attach Check Here

#173

98WL2149

**EXHIBIT "W"**

# LAND USE INFORMATION

List the combined acreage of each habitat type and other land use on all property (owned or leased) being considered on this application.

Timber 6151 Pasture 50

Total Cultivated Crops 50 Other (specify) _____

I received 75 tags last year. I want to be considered for 85 tags this year

Deer harvested last year: Antlered Bucks 63 Button Bucks 6 Does 48 Total 117

Applicant's Comments _____

Do you wish to be provided with record keeping forms? ☐ No ☑ Yes

# ACREAGE

All acreage included on this application must be listed below. You must provide the name of the landowner or company representative of each different land ownership leased or hunted free. Other requested information about each landowner or company must be fully completed. (Attach separate page if more space is required and ask for additional quota applications for tracts of land separated by more than 5 miles).

1) Name International Paper Co.
Company _____
Address Po Box B
City, State, Zip Eastover SC. 29044
Phone: Res. _____ Bus. _____
Acreage 1314

2) Name Scott Timber Lands
Company Colum's Lumber Mill
Address Po Box 535
City, State, Zip Allen Dale SC. 29801
Phone: Res. _____ Bus. _____
Acreage 277

3) Name Mrs Richard Bowette
Company _____
Address 2925 Wagner Rd
City, State, Zip Wagner SC 29164
Phone: Res. _____ Bus. _____
Acreage 210

4) Name Edd Derick
Company _____
Address 113 Ferguson ST
City, State, Zip Salley SC 29137
Phone: Res. 254-3422 Bus. _____
Acreage 197

5) Name Helen Leevoy
Company _____
Address 164 Pine ST
City, State, Zip Salley SC. 29137
Phone: Res. _____ Bus. _____
Acreage 188

6) Name Vivietta Jones
Company Blassing Gale Estate
Address 319 Lawrence ST
City, State, Zip Aiken SC. 29801
Phone: Res. _____ Bus. _____
Acreage 204

7) Name Blanton Williams
Company _____
Address RT1 Box 165
City, State, Zip Salley SC. 29137
Phone: Res. _____ Bus. _____
Acreage 243

8) Name Arthor Orgo
Company _____
Address RT1 Box 412c
City, State, Zip Blackville SC 29817
Phone: Res. _____ Bus. _____
Acreage 37

9) Name Marion Marson
Company _____
Address 1015 Allgood Rd
City, State, Zip Stone Mt GA
Phone: Res. _____ Bus. _____
Acreage 90

10) Name Sam Boylston
Company _____
Address 3201 Steep Dr
City, State, Zip Columbia SC
Phone: Res. _____ Bus. _____
Acreage 86

## LAND USE INFORMATION

List the combined acreage of each habitat type and other land use on all property (owned or leased) being considered on this application.

Timber _____ Pasture _____ Add Estate EMMA Salley c/o O.D Busbee

Total Cultivated Crops _____ Other (specify) _____

I received _____ tags last year. I want to be considered for _____ tags this year

Deer harvested last year: Antlered Bucks _____ Button Bucks _____ Does _____ Total _____ 147 Newberry St, Aiken, S.C. 29801 648-2355

Applicant's Comments _____

Do you wish to be provided with record keeping forms? ☐ No ☐ Yes 568 ac.

## ACREAGE

All acreage included on this application must be listed below. You must provide the name of the landowner or company representative of each different land ownership leased or hunted free. Other requested information about each landowner or company must be fully completed. (Attach separate page if more space is required and ask for additional quota applications for tracts of land separated by more than 5 miles).

1) Name Odis Corbette
Company
Address 613 Jennifer St
City, State, Zip Columbia SC 29203
Phone: Res. _____ Bus. _____
Acreage 88

2) Name Hink Salley
Company
Address 328 Walnut St
City, State, Zip Salley SC 29137
Phone: Res. _____ Bus. _____
Acreage 300

3) Name Nelia Gibbs
Company
Address 316 Benchfort
City, State, Zip Columbia SC 29206
Phone: Res. _____ Bus. _____
Acreage 172

4) Name Freda Sawyer
Company
Address 5875 Dickson Rd
City, State, Zip Jacksonville Florida 32211
Phone: Res. _____ Bus. 904-743-0347
Acreage 253

5) Name Jamie Frazier
Company
Address PO Drower 89
City, State, Zip Williston SC 29853
Phone: Res. _____ Bus. 635-5700
Acreage 307

6) Name Donald Cooper
Company
Address PO Box 365
City, State, Zip Salley SC 29137
Phone: Res. 258-3222 Bus. _____
Acreage 260

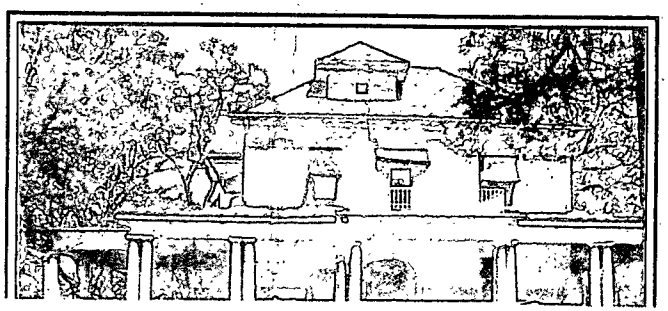
7) Name J E Fogle
Company
Address 590 Dean Swamp Ch. Rd
City, State, Zip Spring Field SC 29146
Phone: Res. _____ Bus. _____
Acreage 280

8) Name Carlie Smith
Company
Address 105 Jabay St
City, State, Zip Columbia SC 29223
Phone: Res. 754-7977 Bus. _____
Acreage 400

9) Name Buddie Hallman
Company
Address RT 2 Box 228A
City, State, Zip Spring Field SC
Phone: Res. _____ Bus. _____
Acreage 85

10) Name David Rhodes
Company
Address 180 Rhodes Place
City, State, Zip Cam Pobello SC 29822
Phone: Res. 472-8850 Bus. _____
Acreage 1260

Gaynard H.C.
1992



#74

EXHIBIT "X"

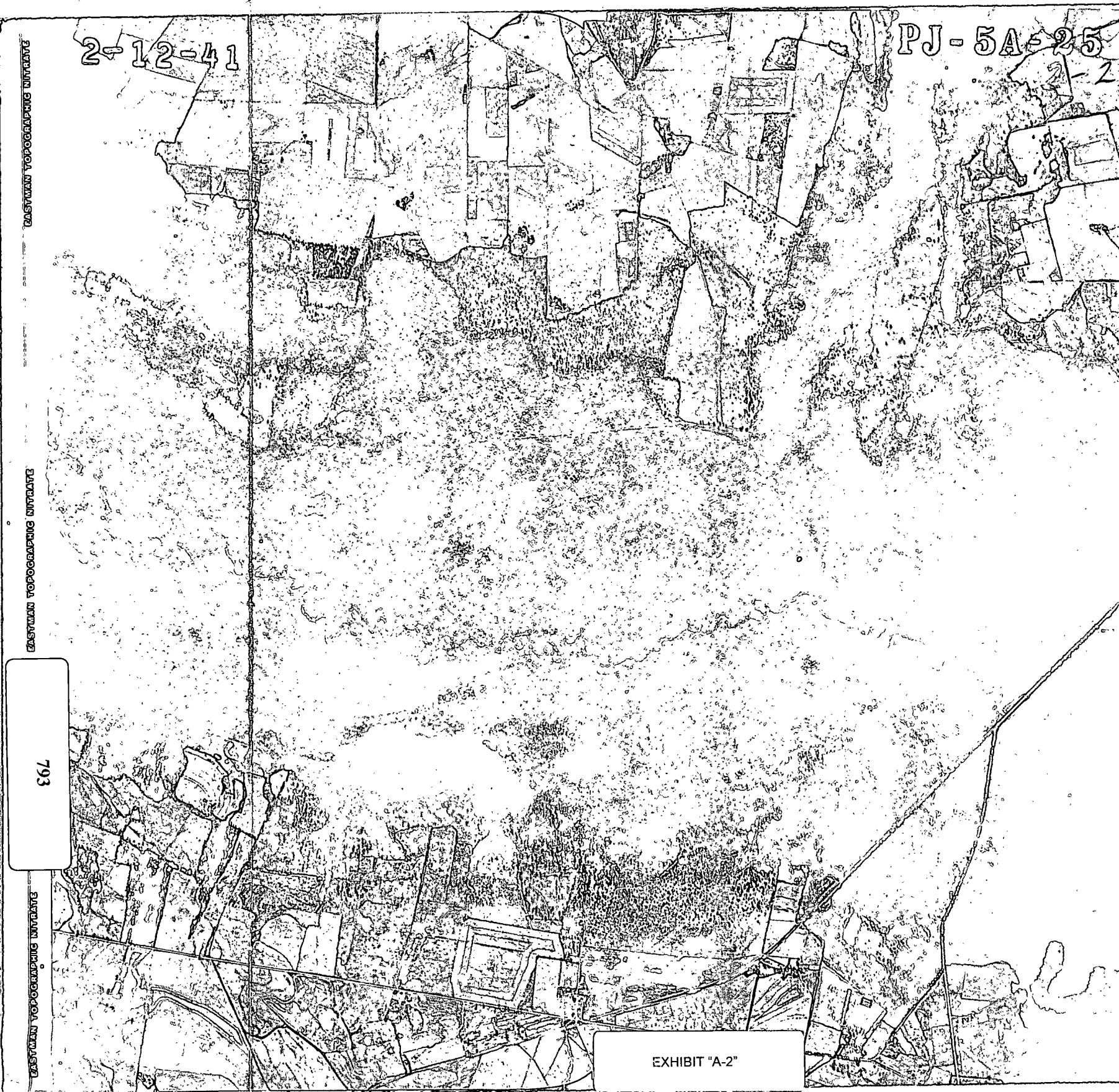

2-12-41
PJ-5A-25
EASTMAN TOPOGRAPHIC NITRATE
EASTMAN TOPOGRAPHIC NITRATE
EASTMAN TOPOGRAPHIC NITRATE
793

EXHIBIT "A-2"

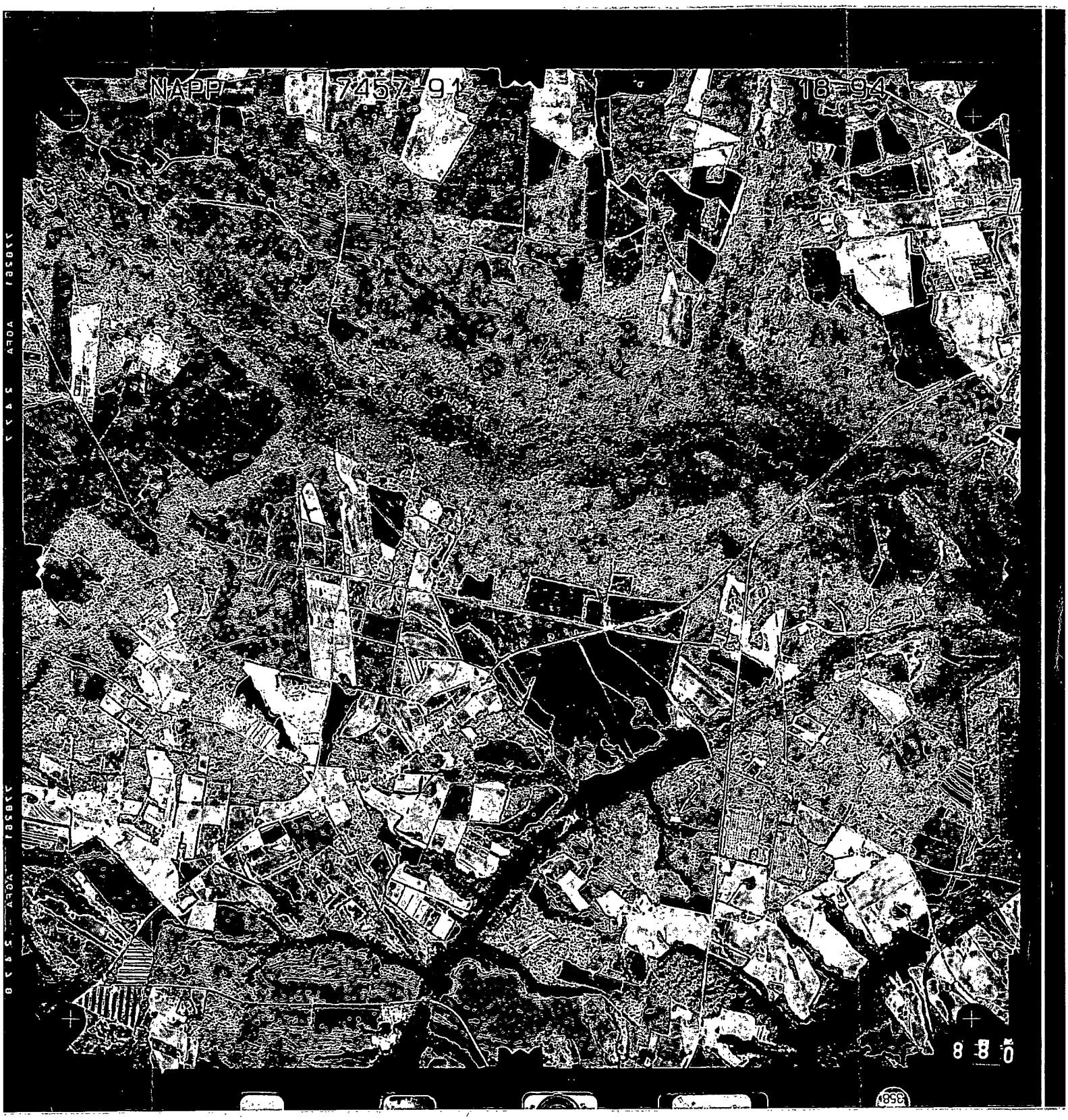



EXHIBIT "B-1"

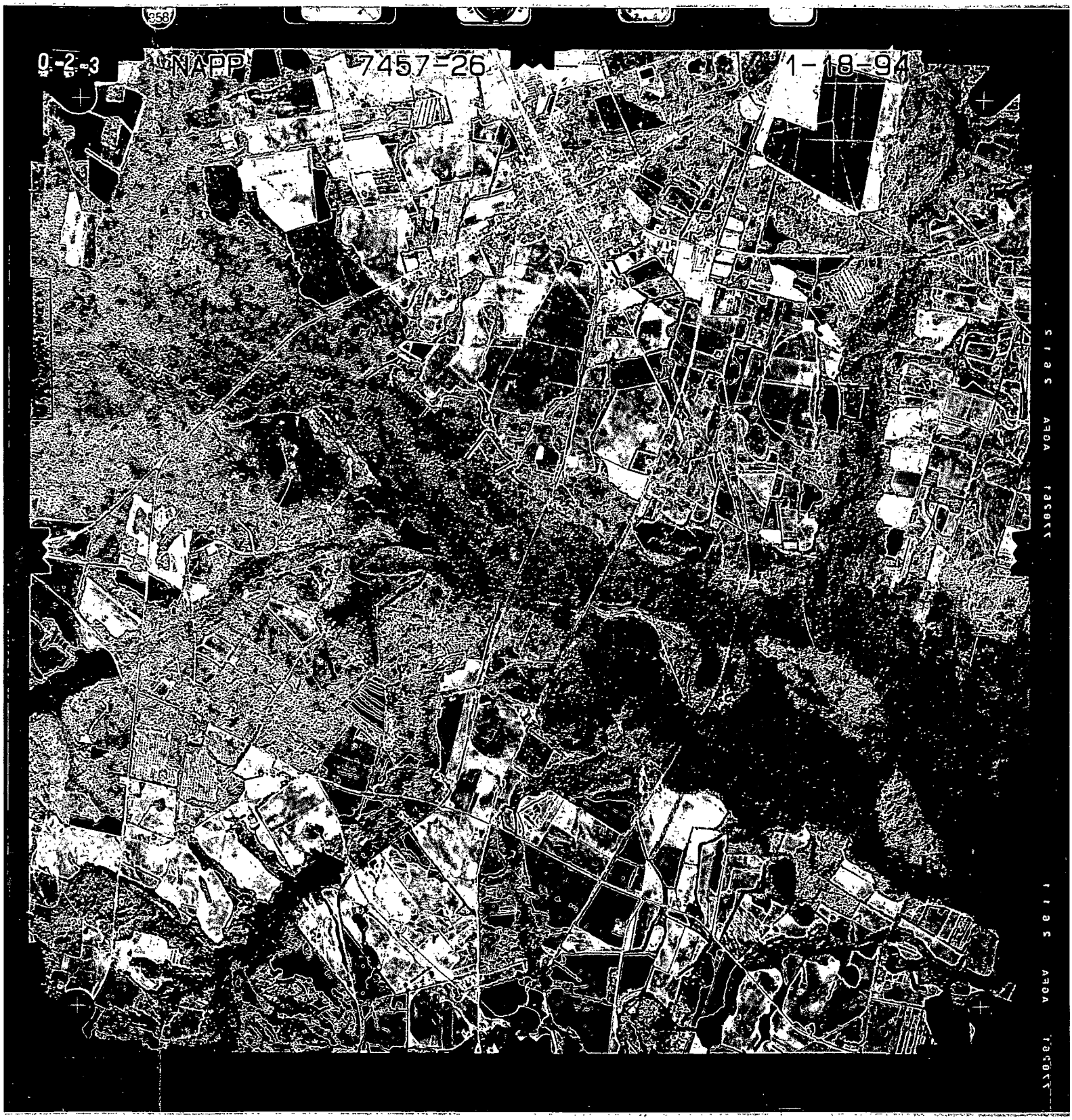



EXHIBIT "B-2"

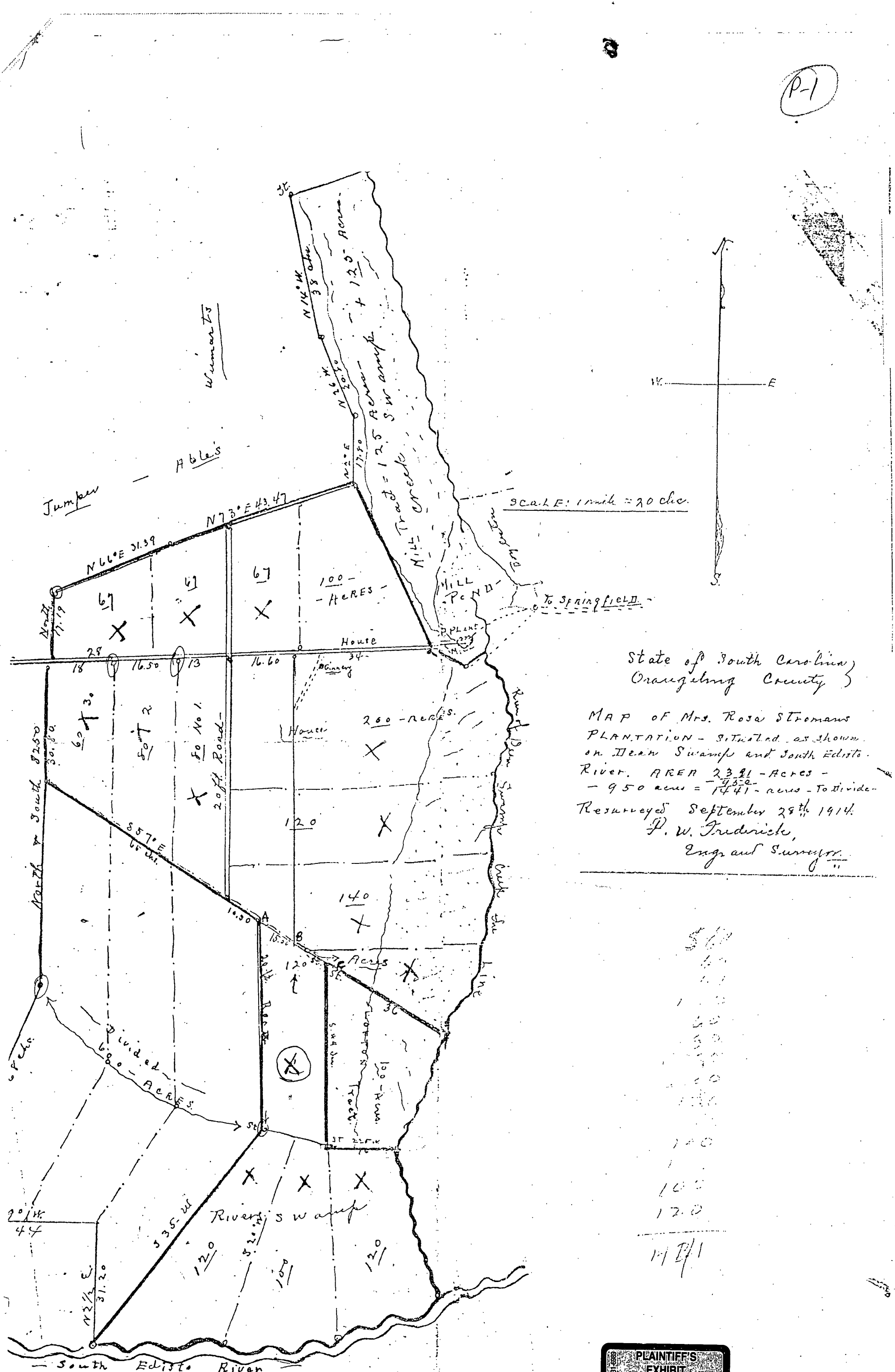




EXHIBIT "C-1"

P-1

EXHIBIT "P-1"




State of South Carolina
Orangeburg County

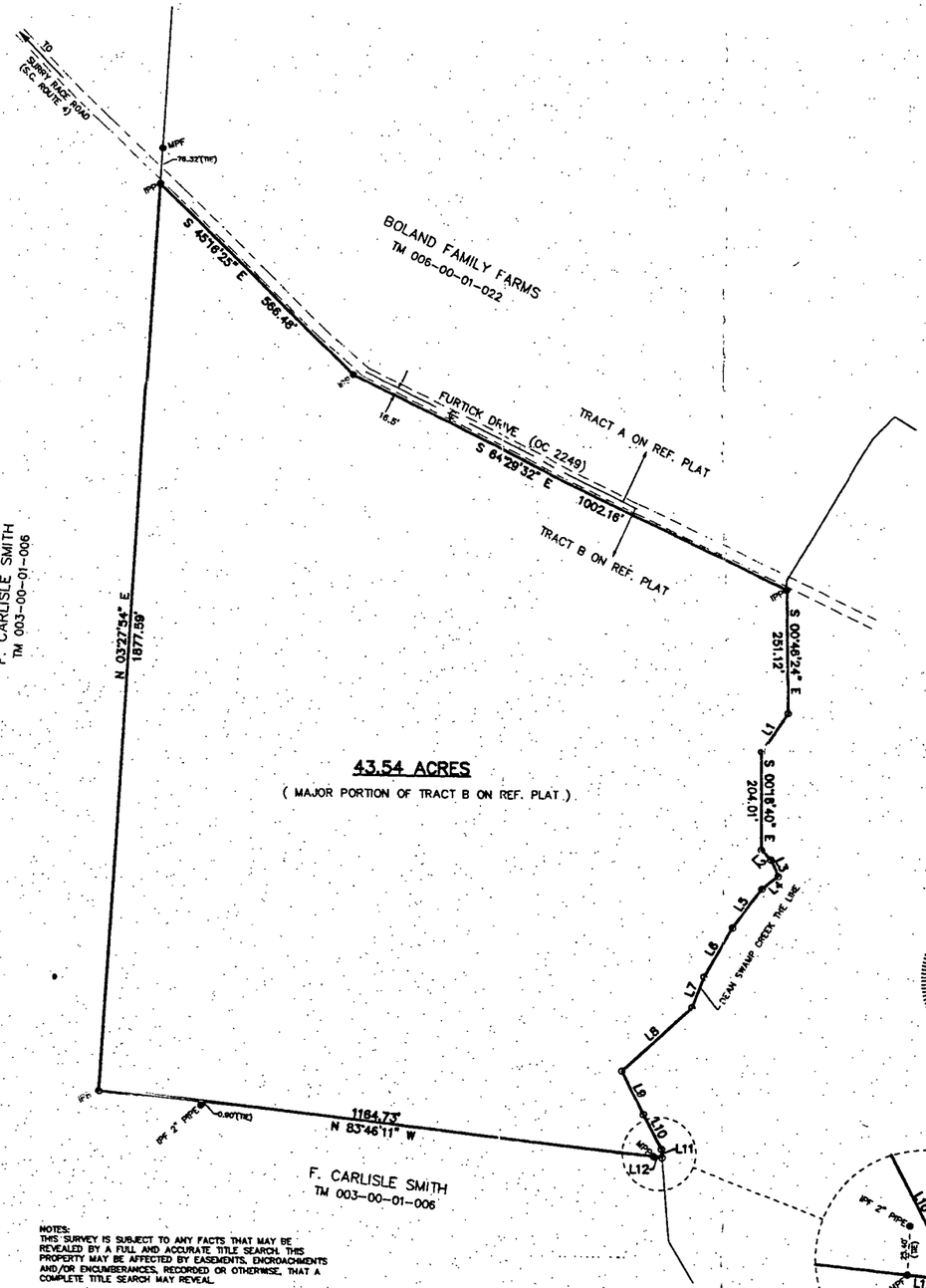
MAP OF Mrs. Rosa Stromans PLANTATION - Situated as shown on Bear Swamp and South Edisto River. AREA 2391 - Acres - 950 acres = 1441 - acres - To Divide -

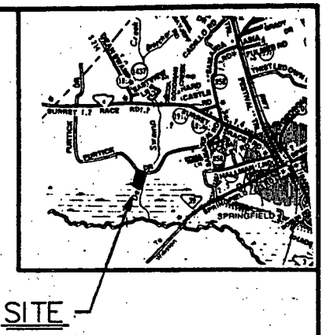
Resurveyed September 29th 1914.

P. W. Fredricks,
Engr and Surveyor.

PLAINTIFF'S EXHIBIT
PENGAD 800-631-6989




| LINE DATA | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 32°47'16" W | 97.91 |
| L2 | S 42°51'49" E | 27.56 |
| L3 | S 24°13'28" E | 36.47 |
| L4 | S 49°44'24" W | 42.01 |
| L5 | S 36°17'33" W | 100.22 |
| L6 | S 29°55'46" W | 115.76 |
| L7 | S 21°35'23" W | 65.46 |
| L8 | S 48°06'32" W | 192.54 |
| L9 | S 26°22'04" E | 105.89 |
| L10 | S 27°35'53" E | 81.37 |
| L11 | S 03°25'52" E | 16.89 |
| L12 | N 83°46'11" W | 17.03 |

● IPF IRON PIN PLACED (5/8" REBAR)
● MPF METAL POST FOUND
● IPF IRON PIN FOUND
○ COMPUTED CORNER

GRAPHIC SCALE

200 0 100 200 400 800

( IN FEET )
1 inch = 200 ft.

NOTES:
THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE SEARCH. THIS PROPERTY MAY BE AFFECTED BY EASEMENTS, ENCROACHMENTS AND/OR ENCUMBERANCES, RECORDED OR OTHERWISE, THAT A COMPLETE TITLE SEARCH MAY REVEAL.

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CERTIFICATION IS MADE TO THOSE PERSONS FOR WHICH THIS PLAT WAS PREPARED AND IS NOT TRANSFERABLE.

ADJACENT OWNERS SHOWN AS LISTED PER TAX RECORDS CURRENT AS OF JULY 30, 2003.

REFERENCE:
A PLAT FOR G. D. FULMER, II BY EDISTO SURVEYORS, INC. DATED MARCH 4, 2002 REVISED SEPTEMBER 3, 2002.

DETAIL
NOT TO SCALE

SOUTH CAROLINA
EDISTO ENGINEERS & SURVEYORS, INC.
No. C02849
CERTIFICATE OF AUTHORIZATION

TM 006-00-04-028 (2000)
TM 003-00-00-008 (OLD)

A
PLAT
OF

# 43.54 ACRES

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
GOODLAND TOWNSHIP

SURVEYED FOR

## E. B. ATKINS

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'C' SURVEY AS SPECIFIED THEREIN.

RICHARD L. STEGMAIER
S.C. REG LS NO 5496

AR. PARLER, JR.
S.C. REG LS NO 5301

EDISTO ENGINEERS & SURVEYORS, INC.
PO BOX 1725 ORANGEBURG, SOUTH CAROLINA 29116

DATE: SEPTEMBER 17, 2004

14919.DWG

799

14919-12764 C

EXHIBIT "P-7"

| LINE DATA | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 01°46'24" E | 132.78 |
| L2 | S 58°52'11" E | 148.84 |
| L3 | S 06°14'10" W | 152.44 |
| L4 | S 44°29'08" W | 32.56 |
| L5 | S 80°46'38" W | 114.04 |
| L6 | N 85°31'47" W | 29.07 |
| L7 | S 55°35'13" W | 83.34 |
| L8 | S 00°09'06" W | 79.32 |
| L9 | S 09°08'19" E | 55.24 |
| L10 | S 14°55'46" E | 96.42 |
| L11 | S 11°06'32" W | 103.19 |
| L12 | S 53°18'49" W | 67.57 |
| L13 | S 06°07'18" W | 116.54 |
| L14 | S 61°19'42" W | 123.83 |
| L15 | S 37°40'55" W | 46.82 |
| L16 | S 48°32'29" W | 53.46 |
| L17 | S 10°42'07" W | 110.53 |
| L18 | S 16°26'56" E | 103.65 |
| L19 | S 18°36'12" W | 43.28 |
| L20 | S 23°00'53" E | 23.12 |
| L21 | S 79°18'15" E | 78.94 |
| L22 | S 47°43'02" E | 196.93 |
| L23 | S 33°31'40" E | 63.09 |
| L24 | S 21°31'56" E | 63.19 |
| L25 | S 17°47'55" E | 41.34 |
| L26 | S 43°35'36" E | 69.44 |
| L27 | S 63°04'52" E | 138.92 |
| L28 | S 22°40'08" E | 228.71 |
| L29 | S 08°53'34" E | 484.48 |
| L30 | S 44°17'17" E | 402.98 |
| L31 | S 01°06'02" E | 157.55 |
| L32 | S 39°31'30" E | 168.27 |
| L33 | S 18°18'38" E | 153.34 |
| L34 | S 62°31'58" E | 75.95 |
| L35 | S 06°14'11" E | 89.50 |

REFERENCES:

PLATS:
1. A MAP OF "MRS ROSA STROMANS PLANTATION" BY F. W. FREDERICK DATED SEPTEMBER 28, 1914.
2. A COMPILED PLAT FOR CARLISLE SMITH BY MICHAEL T. ARANT & ASSOCIATES, INC. DATED SEPTEMBER 18, 1990.
3. A PLAT FOR THE HEIRS OF OSCAR CORBETT BY LOWN SURVEYING SERVICES, INC. DATED APRIL 28, 1994.
4. A PLAT FOR CARLISLE SMITH BY MICHAEL T. ARANT & ASSOCIATES, INC. DATED DECEMBER 18, 1997.
5. A PLAT FOR O. D. FULMER, II BY EDISTO SURVEYORS, INC. DATED MARCH 4, 2002.
6. A PLAT FOR E. B. ATKINS BY EDISTO SURVEYORS, INC. DATED SEPTEMBER 17, 2004.

DEEDS:
1. DEED FOR PATRICK WILLIAMS, ET AL DATED APRIL 13, 1978 OF 1050 ACRE TRANSFER RECORDED IN DEED BOOK 433, PAGE 135.
2. DEED FOR L. B. TILL DATED DECEMBER 29, 1986 OF 380 ACRE TRANSFER RECORDED IN DEED BOOK 521, PAGE 469.
3. DEED FOR F. CARLISLE SMITH DATED DECEMBER 31, 1986 OF 400 ACRE TRANSFER RECORDED IN DEED BOOK 521, PAGE 685.

OTHER DATA:
1. 1913 U. S. DEPARTMENT OF AGRICULTURE SOIL SURVEY OF WESTERN HALF OF ORANGEBURG COUNTY.
2. 1927 WILISTON QUADRANGLE MAP BY U.S. ARMY CORP. OF ENGINEERS.
3. 1938 BARNEWELL COUNTY SOIL CONSERVATION PHOTO.
4. 1940 AERIAL PHOTOGRAPH.
5. 1941 AERIAL PHOTOGRAPH.
6. 1941 FORESTRY DEPARTMENT PHOTOGRAPH.
7. 1943 WILLISTON QUADRANGLE MAP BY U.S. ARMY CORP. OF ENGINEERS.
8. 1966 ORANGEBURG COUNTY TAX MAP PHOTOGRAPH.
9. 1977 ORANGEBURG COUNTY TAX MAP PHOTOGRAPH.
10. 1979 SPRINGFIELD QUADRANGLE MAP BY U. S. ARMY CORP. OF ENGINEERS.
11. 1984 ORANGEBURG COUNTY SOILS MAP.
12. 1989 U. S. DEPARTMENT OF AGRICULTURE PHOTOGRAPH.
13. 2000 ORANGEBURG COUNTY TAX MAP PHOTOGRAPH.
14. 2000 TIMBER SALES MAP.
15. 2002 TIMBER SALES MAP.

NOTES:
1. NO ABSTRACT OF TITLE, NOR THE TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.

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3. CERTIFICATION IS MADE TO THOSE PERSONS FOR WHICH THIS PLAT WAS PREPARED AND IS NOT TRANSFERABLE.

4. ADJACENT OWNERS SHOWN AS LISTED PER WWW.ORANGEBURGCOUNTY.ORG/ASSESSOR.

5. NORTH & EAST COORDINATES BASED ON S.C. STATE PLANE NAD83/2001 (INTERNATIONAL FEET). PLATTED DISTANCES ARE GROUND MEASUREMENTS.

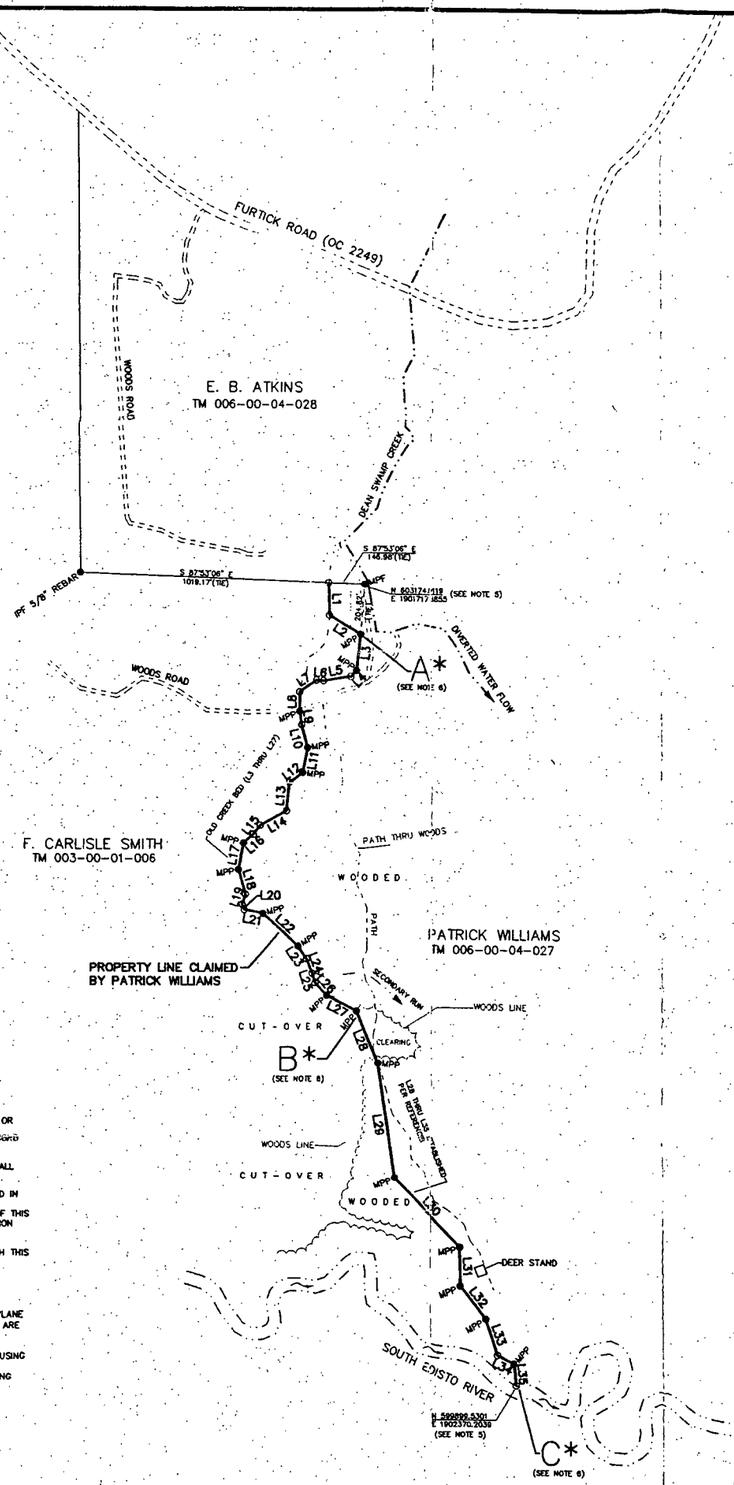
* 6. LINES FROM POINT 'A' TO POINT 'B' RE-ESTABLISHED USING OLD CREEK BED, WOODS LINE, AND REFERENCES. LINES FROM POINT 'B' TO POINT 'C' RE-ESTABLISHED USING REFERENCES AND SOME PHYSICAL DATA.

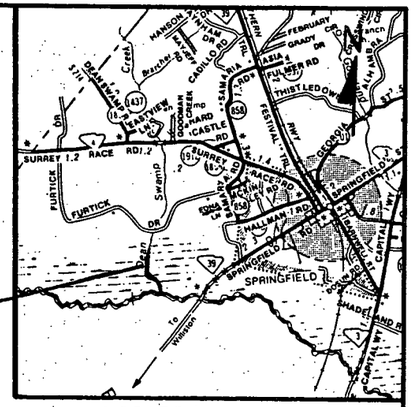
● IPP IRON PIN PLACED (5/8" REBAR)
● MPP METAL POST PLACED
● MPF METAL POST FOUND
● IPF IRON PIN FOUND
○ COMPUTED CORNER

GRAPHIC SCALE

400 0 200 400 800 1600

( IN FEET )
1 inch = 400 ft.




LOCATION SKETCH

PROCESSED BY
JUL 13 2009
GIS OFFICE

FILED Jul 10, 2009 11:19:54 am
BOOK 00D146
PAGE 0002 THRU 0002
INSTRUMENT # 2009000209
Gail Laney
Signature

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

D146 003

EXHIBIT "19"

P-8

19

A
PLAT
OF
DISPUTED PROPERTY LINE
STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
GOODLAND TOWNSHIP

PREPARED FOR:

PATRICK J. WILLIAMS

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "C" SURVEY AS SPECIFIED THEREIN.

SOUTH CAROLINA
EDISTO ENGINEERS & SURVEYORS, INC. No. C02849
CERTIFICATE OF AUTHORIZATION

No. 5496
REGISTERED
LAND SURVEYOR

RICHARD L. STROMAN, "COLLETON" SURVEYOR S.C. REG LS NO 5496
J. J. JOYNER, JR. S.C. REG LS NO 25747 S.C. REG LS NO 23142

(803)536-1104 FAX (803)531-1815

EDISTO ENGINEERS & SURVEYORS, INC.
PO BOX 1725 ORANGEBURG, SOUTH CAROLINA 29116

17475-12765 C

DATE: MAY 28, 2009

800

17475FIN.DWG

P:\Land Projects 2004\17475\dwg\17475FIN.dwg 5/14/2009 4:39:19 PM (RLS)